

# Table of Contents

File 1980-0006  
Date 1/12/01

Project Name: The Falls Sub. - Plat Plan

P r e s e n t	S c a n n e d	<p>A few items are denoted with an asterisk (*), which means they are to be scanned for permanent record on the ISYS retrieval system. In some instances, not all entries designated to be scanned are present in the file. There are also documents specific to certain files, not found on the standard list. For this reason, a checklist has been included.</p> <p>Remaining items, (not selected for scanning), will be marked present on the checklist. This index can serve as a quick guide for the contents of each file.</p> <p>Files denoted with (**) are to be located using the ISYS Query System. Planning Clearance will need to be typed in full, as well as other entries such as Ordinances, Resolutions, Board of Appeals, and etc.</p>			
		X	X	*Summary Sheet – Table of Contents	
				Application form	
		Receipts for fees paid for anything			
		*Submittal checklist			
		*General project report			
		Reduced copy of final plans or drawings			
		Reduction of assessor's map			
		Evidence of title, deeds			
		*Mailing list			
		Public notice cards			
		Record of certified mail			
		Legal description			
		Appraisal of raw land			
		Reduction of any maps – final copy			
		*Final reports for drainage and soils (geotechnical reports)			
		Other bound or nonbound reports			
		Traffic studies			
		Individual review comments from agencies			
		*Consolidated review comments list			
		*Petitioner's response to comments			
		*Staff Reports			
		*Planning Commission staff report and exhibits			
		*City Council staff report and exhibits			
		*Summary sheet of final conditions			
		*Letters and correspondence dated after the date of final approval (pertaining to change in conditions or expiration date)			
<b><u>DOCUMENTS SPECIFIC TO THIS DEVELOPMENT FILE:</u></b>					
X	X	Action Sheet	X	X	Development Summary Form
X		Review Sheets	X		Deed
X	X	Review Sheet Summary	X		Gamma Radiation Survey
X	X	Memo from Don Newton to Jim Shanks re: status of street imp. – 2/7/86	X	X	Report of Geologic Investigation
X	X	Letter from Robert Gerlofs to Ronald Rish re: correction of street deficiencies – 1/20/83	X	X	Subsurface Soils Investigation
X		Letter from Ron Rish to Robert Gerlofs re: street repair time table- 12/23/82	X	X	Information Brochure
X	X	Letter from Ron Rish to Robert Gerlofs re: deficiencies corrected	X	X	Declaration of Covenants, Conditions, Restrictions and Liens
X		Development Summary Form	X	X	Articles of Incorporation
X		Record of Final Plat Recording	X		Roadway Plans and Details, Roadway Profiles
X		Letter to certify plat	X		Utilities Composite
		Letter from Katy McIntyre to Ron Rish re:	X		Final Development Plan
X		Final Plat Application			



Acres 8.3  
Units 13  
Density \_\_\_\_\_

ACTION SHEET

File # 6-80  
Zone \_\_\_\_\_  
Tax Area Code \_\_\_\_\_

Activity Falls Filing #2

Phase Final Plat & Plan

Date <sup>Ret.</sup> Neighbors Notified 1.21.80

Date Submitted 1.2.80

Date CIC/MCC Legal Ad \_\_\_\_\_

Date Mailed Out 1.11.80

PC Hearing Date 29 Jan 80

Review Agencies 10 day Review Period - Return By 1.21.80

- Send
- \_\_\_\_\_ COUNTY ROAD DEPARTMENT
  - \_\_\_\_\_ COUNTY HEALTH DEPARTMENT
  - COUNTY SURVEYOR
  - \_\_\_\_\_ COMTRONICS
  - \_\_\_\_\_ GRAND VALLEY RURAL POWER
  - MOUNTAIN BELL
  - PUBLIC SERVICE
  - \_\_\_\_\_ SOIL CONSERVATION SERVICE
  - \_\_\_\_\_ SCHOOL DISTRICT 51
  - \_\_\_\_\_ STATE HIGHWAY
  - \_\_\_\_\_ STATE GEOLOGICAL
  - \_\_\_\_\_ STATE HEALTH - RADIOLOGICAL
  - \_\_\_\_\_ TRANSAMERICA TITLE

- Send
- FIRE City
  - IRRIGATION G.U.
  - DRAINAGE G.U. Project
  - WATER (UTE CLIFTON)
  - \_\_\_\_\_ SEWER
  - CITY ENGINEER/UTILITIES
  - \_\_\_\_\_ MACK, LOMA, MESA, COLLBRAN
  - \_\_\_\_\_ FRUITA, PALISADE
  - Jim Patterson
  - P.D. Ed VanderTook
  - Energy Office
  - Park & Rec.

*2-review sheets*

Board	Date	Comments
<u>CSPC</u>	<u>1.29.80</u>	<u>REC. APP. OF FINAL PLAN SUBJ. TO STAFF COMMENTS; REC. APPROVAL OF FINAL PLAT.</u>
<u>CIC</u>	<u>2/20/80</u>	<u>Approved</u>

Common Location S. of Patterson Rd. between 28 1/4 & 28 1/2 rd.

Staff Comments

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Original Documents

\_\_\_\_\_ Imp. Agreement \$ \_\_\_\_\_ Appraisal x .05 = \$ \_\_\_\_\_ Open Space;  
\_\_\_\_\_ Imp. Guarantee Receipt # \_\_\_\_\_ Check # \_\_\_\_\_  
\_\_\_\_\_ Covenants \_\_\_\_\_ Open Space Dedication  
\_\_\_\_\_ Power of Attorney  
\_\_\_\_\_ Dev. Schedule



available for necessary easements inside of lot. Propose to serve townhouses from the front. Need to discuss meter locations with developer.

#### DESIGN & DEVELOPMENT PLANNER

Revised submittal conforms to City road standards (reducing the proposed 790 ft. cul-de-sac to 500 ft.) New design provides better siting of proposed townhomes at end of South Grand Falls Court.

1. The location of trash containers should be indicated for these townhomes-as they are located on a private drive.
2. Developer should provide some indicate of relationship of this filing to park sites proposed in the entire development.

#### STAFF RECOMMENDATION

Recommend approval of the final plat and plan with the following to be addressed by the time the item is heard before City Council:

1. Trash container location should be indicated on plan as per Design and Development Planner comments.
2. Meet requirements of City Engineer, re: sidewalk design, road design, etc.

GJPC/1-29-80/RIDER/FRANK PASSED 5-0 A MOTION TO RECOMMEND APPROVAL TO THE CITY COUNCIL OF THE FINAL PLAN OF THE FALLS SUBDIVISION FILING #2, SUBJECT TO THE STAFF COMMENTS

RIDER/FRANK PASSED 5-0 A MOTION TO RECOMMEND APPROVAL TO THE CITY COUNCIL OF THE FINAL PLAT OF THE FALLS SUBDIVISION FILING #2

2-25-80 UTE WATER

It is the policy of the Ute Water Conservancy District that a data sheet showing total peak fixture use, elevation of the building sites, and any future expansion be submitted to the District office before water service will be approved. Both fire flow requirements and domestic water totals are needed to make the proper comments or approval. This filing requires dead end 8" lines or looped 6". Some modifications may need to be addressed in Filing #1 to meet these requirements. Extension policies in effect will apply.



City of Grand Junction, Colorado 81501  
222 North 17th St.

October 28, 1982

Robert P. Gerlofs  
Paragon Engineering, Inc.  
2784 Crossroads Blvd., Suite 104  
Grand Junction, CO 81501

Dear Bob:

Re: Falls Subdivision - Filing 2, Lots 8 and 9, Block 2  
Sanitary Sewer

We received the Engineer's as-built drawing for the above on July 20, 1982, indicating the sanitary sewer system has been constructed according to the approved plans and specifications and that infiltration does not exceed 200 gallons per inch diameter per mile of length per day. As requested on October 7, 1982, the system was reinspected on October 11, 1982, and the deficiencies noted in our inspections of September 10 and 11, 1981, and September 27, 1982, have been corrected.

This sanitary sewer system is therefore accepted for normal and reasonable operation and maintenance service as provided for in the agreement between the City of Grand Junction and the Central Grand Valley Sanitation District.

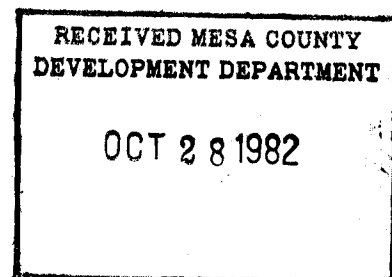
The developer remains responsible for removal of any material which is allowed into the system during roadway construction and for any failure of the system, including trench settlement and any related damages, for a period of one year following the date of acceptance.

FOR THE CITY OF GRAND JUNCTION

*Ronald P. Rish*  
Ronald P. Rish, P.E.  
City Engineer

RPR/hm

cc - Robert Rewinkle  
Central Grand Valley Sanitation Dist.  
Bob Goldin ✓  
Dick Hollinger  
Jim Patterson  
Harley Seybold  
Ralph Sterry  
File



#6-80

Falls #2

PARAGON ENGINEERING, INC.  
ENGINEERS, PLANNERS, ARCHITECTS

January 20, 1983

Ronald P. Rish, City Engineer  
City of Grand Junction  
250 North 5th Street  
Grand Junction, CO 81501

Dear Ron:

I have just reviewed your letter of December 23, 1982, regarding The Falls - Filing 2, Phase I, inasmuch as I have been out of town from December 21st through January 19th.

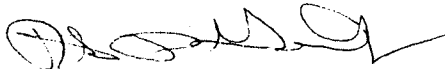
Mr. Rewinkle, the developer, and this office have discussed the correction of street deficiencies in Filing 2 several times. It has been agreed between us that it makes sense to repair these deficiencies using the contractors from Filing 3.

If work is done during inclement weather, steps will have to be taken to insure that the provisions of the City of Grand Junction Specifications are met.

The developer has not given us a time table for completion of this work, therefore, I have no additional information for you.

If you require additional information, please contact the developer directly. We are only his agent and cannot commit him to time tables, expenditure of funds, etc.

Very truly yours,



Robert P. Gerlofs

RPG:emb

cc: Robert Rewinkle  
Bob Goldin ✓  
Dick Hollinger  
John Kenney  
Jim Patterson

## MEMORANDUM

Reply Requested

Yes  No 22-78  
131-78 6-88 50-82  
21-81 12-79

Date

Feb. 7, 1986

To: ~~XXXXXX~~ Jim ShanksFrom: (Tox) Don Newton *JDA*

RE: The Falls Subdivision - Status Report.

The Falls Subdivision includes 3 filings which are shown on the attached map. The sanitary sewers have been completed and accepted by the City in all 3 filings. Water supply is provided by the Ute District.

None of the streets in any of the filings have been accepted by the City. The status of street improvements in each filing is as follows:

Filing 1:

None of the streets in this filing have been completed. The only streets which have been paved are Grand Cascade Rd. from Patterson Rd. to Grand Falls Dr. and Patterson Court. Sidewalks have not been completed on either of these streets. There are also several physical deficiencies including settlement and pavement failure on both paved streets.

Filing 2:

The streets in this filing have been paved but there are many physical deficiencies in the concrete curb and gutter and pavement which have not been corrected.

Sidewalks have not been constructed on Grand Falls Drive as shown on the approved plan.

Filing 3:

The streets in this filing are complete and have only a few deficiencies which need repair. The only other problem with this filing is with a storm sewer pipe installed across Grand Falls Drive which does not meet City specifications.

All three filings have gone through foreclosure and are now owned by the various Savings and Loans. Bob Engelke, representing Mesa Federal Savings, has inquired about getting the paved streets in Filing one accepted for maintenance by the City. I think this should be done upon necessary repairs being made and some type of guarantee being provided to insure that the missing sidewalks will be completed.

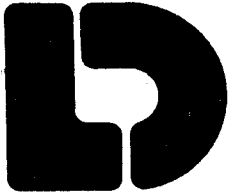
Bob Goldin is checking on the type and statute of improvements guarantees which were provided for this development.

I will also pursue getting the other streets in Filings 2 and 3 complete, repaired and accepted by the City.

cc: Bob Goldin ✓

Attachment





Lincoln DeVore

1000 West Fillmore St.  
Colorado Springs, Colorado 80907  
(303) 632-3593  
Home Office

March 27, 1978

Robert Gerlofs  
P O Box 2872  
Grand Junction, CO 81501

Re:                   SUBSURFACE SOILS INVESTIGATION  
  
                          THE FALLS SUBDIVISION  
  
                          GRAND JUNCTION, COLORADO

Sir;

Transmitted herewith is the report concerning a subsurface  
soils investigation for the proposed Falls Subdivision in  
Grand Junction, Colorado.

Respectfully submitted,

LINCOLN-DEVORE TESTING LAB.

Martin F. Essigmann Jr.  
Geotechnical Engineer

Reviewed by George D. Morris, P. E.

MFE/sam

LDTL Job No. 20575, J-65

2700 Highway 50 West  
Pueblo, Colo 81003  
(303) 546-1150

P.O. Box 1427  
Glenwood Springs, Colo 81601  
(303) 945-6020

109 Rosemont Plaza  
Montrose, Colo 81401  
(303) 249-7838

P.O. Box 607  
Gunnison, Colo 81230  
(303) 641-2276

P.O. Box 1643  
Rock Springs, Wyo 82901  
(307) 382-2649

ABSTRACT:

The contents of this report are a subsurface soils investigation and foundation recommendations for Phase I of The Falls Subdivision in Grand Junction, Colorado. At the present time, the Laboratory has not seen a set of construction drawings for any of the proposed buildings on this site.

The foundation soils encountered during our exploration program were noted to consist almost entirely of high density, formational Mancos Shale. Although the formational shale does have a fairly high allowable bearing capacity, the clays are expansive and the expansive properties must be taken into consideration when proportioning the foundations. After consideration of the investigation and testing program described herein, it is our recommendation that a shallow foundation system be used to transfer the weight of the proposed structures on this site. Such a foundation system designed to penetrate through any low density fill which presently exists on the site may be designed on the basis of a maximum allowable bearing capacity of 9000 psf. A minimum design pressure of 1700 psf should be maintained at all times.

In an effort to limit possible differential movement, it is recommended that the foundation systems be well balanced and heavily reinforced. Contact stresses should be balanced to within about  $\pm 500$  psf beneath all bearing walls throughout the units. Isolated interior column pads should be designed for pressures of approximately 200 psf more

than the average selected for the exterior walls. For multi-story structures, or those with basements, the criteria for balancing should be on the basis of dead load plus approximately one-half the live load. All stem walls must be designed as grade beams capable of spanning at least 10 feet.

Adequate drainage must be maintained across the construction site. If proper surface drainage cannot be maintained, then a peripheral drain is recommended around the exterior of each unit.

All floor slabs on grade must be constructed to act independently of the other structural portions of the building.

More detailed recommendations can be found within the body of this report. All recommendations are subject to limitations set forth herein.

GENERAL:

The purpose of this investigation was to determine the general suitability of the site for construction of a series of light to medium weight, single family residential units. Characteristics of the individual soils found within the test borings were examined for use in designing foundations for these structures.

The first phase of The Falls Subdivision will be located on the southwest corner of the intersection of 28-1/2 Road and F Road (Patterson Road). This is in the northeastern metropolitan Grand Junction area and lies slightly above

the Grand Valley Canal.

Although the Laboratory has not seen a set of construction drawings for any of the proposed buildings on the site, it is our understanding that the buildings will be principally clustered single family residences, probably of two-story, conventional, wood frame design. Since no steep slopes presently exist in the area of Phase I, few slope stability problems are anticipated.

Topographically, the construction site occupies a highly dissected hillside draining principally in a southerly direction. A considerable amount of earth moving has been performed on the site prior to our investigation, with several large gullies being filled to the south of the Phase I area. For the most part, the building locations in Phase I appear to be in cut areas with approximately 2 feet of fill occurring near the center of the development and beneath the proposed roadways and parking areas. Deeper fills are anticipated to the south of the Phase I area.

Soils on the site consist almost entirely of high density, formational shales belonging to the Mancos Shale formation. A small amount of residually weathered material is located at the ground surface across the region, as indicated on the attached drilling logs. However, the soils are quite dense and can be considered as formation for the purposes of this report. The Mancos Shale is a thinly bedded, light to dark gray, marine shale with thin interbeds of fine

grained, calcareous sandstones and limestones. Some layers are known to be bentonitic and highly expansive, but most have only a moderate swell potential. As indicated on the drilling logs, formational shale was located at a relatively shallow depth in all five test borings drilled. While the soils are expansive, they do have a high allowable bearing capacity and will, therefore, make an excellent bearing strata for the proposed buildings.

#### BORINGS, LABORATORY TESTS & RESULTS:

Five test borings were drilled across the Phase I area of The Falls Subdivision as indicated on the attached Test Boring Location Diagram. These borings were placed in such a manner as to obtain a reasonably good profile of the subsurface soils. Although some slight variations were noted from point to point, the soil profile was judged sufficiently uniform that no further test borings were deemed necessary. All test borings were drilled with a power-driven, continuous auger drill. Samples were taken with the standard split spoon sampler and by bulk methods.

As shown on the attached drilling logs, basically only a single soil material was encountered during our exploration program. The single soil type consists of the slightly weathered and formational Mancos Shale which was described previously. Precise engineering characteristics of this soil type can be found on the attached summary sheet. The following discussion will be general in nature.

Soil Type No. 1 Classified as a lean clay (CL) of fine grain size. This soil was encountered as formational Mancos Shale only. It is generally plastic, of very low permeability and of high to very high density. These clays have a distinct tendency to expand upon the addition of moisture with expansion pressures on the order of 1700 psf being anticipated. This magnitude of expansion is generally judged sufficient to affect the structural portions of a building as well as floor slabs on grade and other flatwork. Foundations on this site must be designed with the expansive potential of Soil Type No. 1 in mind. Because of the initial high density of the formational shale, we would anticipate very little long term consolidation problems. Soil Type No. 1 was found to have an allowable bearing capacity on the order of 9000 psf. These clays were noted to contain sulfates in detrimental quantities.

No free water was encountered in any of the test borings to the depths drilled on this site. Free water should be fairly deep in this portion of Grand Junction and should not present any construction problems. However, because of the expansive nature of the shales, we would recommend that surface drainage be carefully designed and controlled. Further recommendations pertaining to drainage are included in the next section of this report.

## CONCLUSIONS & RECOMMENDATIONS:

Since the precise type and loads of the proposed structures are not known to the Laboratory at this time, the following conclusions and recommendations must be somewhat general in nature. Any special loads or unusual design conditions should be reported to the Laboratory so that changes in these recommendations may be made, if necessary. However, based upon our analysis of the soil conditions and project characteristics previously outlined, the following recommendations are made.

It is recommended that a shallow foundation system consisting of narrow continuous footings beneath all bearing walls and isolated spread footings beneath columns and other points of concentrated load be used to carry the weight of the proposed structures on this site. It should be noted that the term footing as used in the context of this report would include the wall on grade or "no footing" type of foundation configuration. The use of footings, the use of "no footings", or the use of a voided foundation system on this site will depend entirely upon the loads generated by the structures. We would anticipate the use of a "no footing" foundation system for this site with voids probably necessary to maintain the minimum design pressures, as well as to aid in balancing the structures.

Foundations designed to penetrate through the veneer of low density fill on the site may be proportioned on the basis of a maximum allowable bearing capacity

of 9000 psf. A minimum design pressure of 1700 psf should be maintained at all times.

As shown on the attached Test Boring Location Diagram, no structures are planned for the fill areas at this time. Therefore, it would appear that while the fill will not pose a problem to the actual structures on the site, problems associated with roadway stability may be encountered. We would recommend removing the low density fill beneath the roadway and parking areas of the site and compacting it to help insure roadway performance and stability.

Due to the expansive nature of the foundation soils encountered on this site, it must be recommended that the foundation system for the proposed structures be well balanced in order to lower the possibility of differential movement. The foundation system should be proportioned such that the total pressure on the soil is approximately the same throughout the structure. This can be accomplished by placing narrow footings beneath very light walls and wider footings beneath very heavily loaded walls. The judicious use of voids beneath very light walls will help meet the balancing criteria set forth herein as well as to maintain the minimum design pressures dictated by the expansive properties of the clays. If the building is to be multi-story or contain a basement, we would recommend balancing on the criterion of dead load plus about one-half the live load. If the structure is to be single-story without a basement, then balancing could be accomplished on the basis of dead load only. Using whichever criteria is applicable, the



foundation system should be proportioned such that pressures beneath all bearing walls are balanced to within about  $\pm 500$  psf at all points. Isolated interior column pads should be designed for pressures of approximately 200 psf more than the average selected for the bearing walls.

In order to make the structure somewhat more rigid and to spread the loads more evenly around the building, it is recommended that all stem walls of the structure be designed as grade beams capable of spanning at least 10 feet. Horizontal reinforcing should be placed continuously around the structure with no gaps or breaks in the reinforcing steel unless they are specially designed. Beams should be reinforced at both top and bottom, with the majority of the reinforcement being placed near the top of the grade beam.

Where building floor slabs are to be used, they may be placed directly on grade or over a compacted gravel blanket of 4 to 6 inches in thickness. If this gravel bed is chosen, it must be provided with a free drainage outlet to the surface and must not be allowed to trap water beneath the floor slab.

All floor slabs on grade must be constructed to act independently of the interior columns and all bearing walls. In addition, concrete floor slabs on grade should be placed in sections no greater than 25 feet on a side. Deep construction or contraction joints could be placed at these lines to facilitate even breakage. This will help reduce any unsightly

cracking which could result from expansion of the foundation clays.

Any interior non-load bearing partitions which will be constructed to rest on the floor slab should be built with a space of at least 1-1/2 inches at either the top or bottom of the wall (preferably at the bottom of the wall). This space will allow for future expansion of the subgrade soils and will prevent damage to the wall and roof above which could be caused by this movement.

Adequate drainage must be provided in the foundation area both during and after construction to prevent the ponding of water. The ground surface around the building should be graded such that surface moisture is carried away from the building rapidly. The minimum gradient within 10 feet of the structure will depend upon the surface landscaping. Bare or paved areas should maintain a minimum gradient of 2%, while landscaped areas should have a minimum gradient of 5%. Roof drains must be carried across all backfilled areas and discharged well away from the structure. The overall drainage should be designed such that the runoff from one building does not move into the area immediately adjacent another structure.

To give the building extra lateral stability and to aid in the rapidity of runoff, all backfill around the buildings and in utility trenches leading to the structures should be compacted to at least 90% of its maximum Proctor dry density. Compaction should be carried out at approximately the Proctor optimum moisture content, plus or minus 2%.

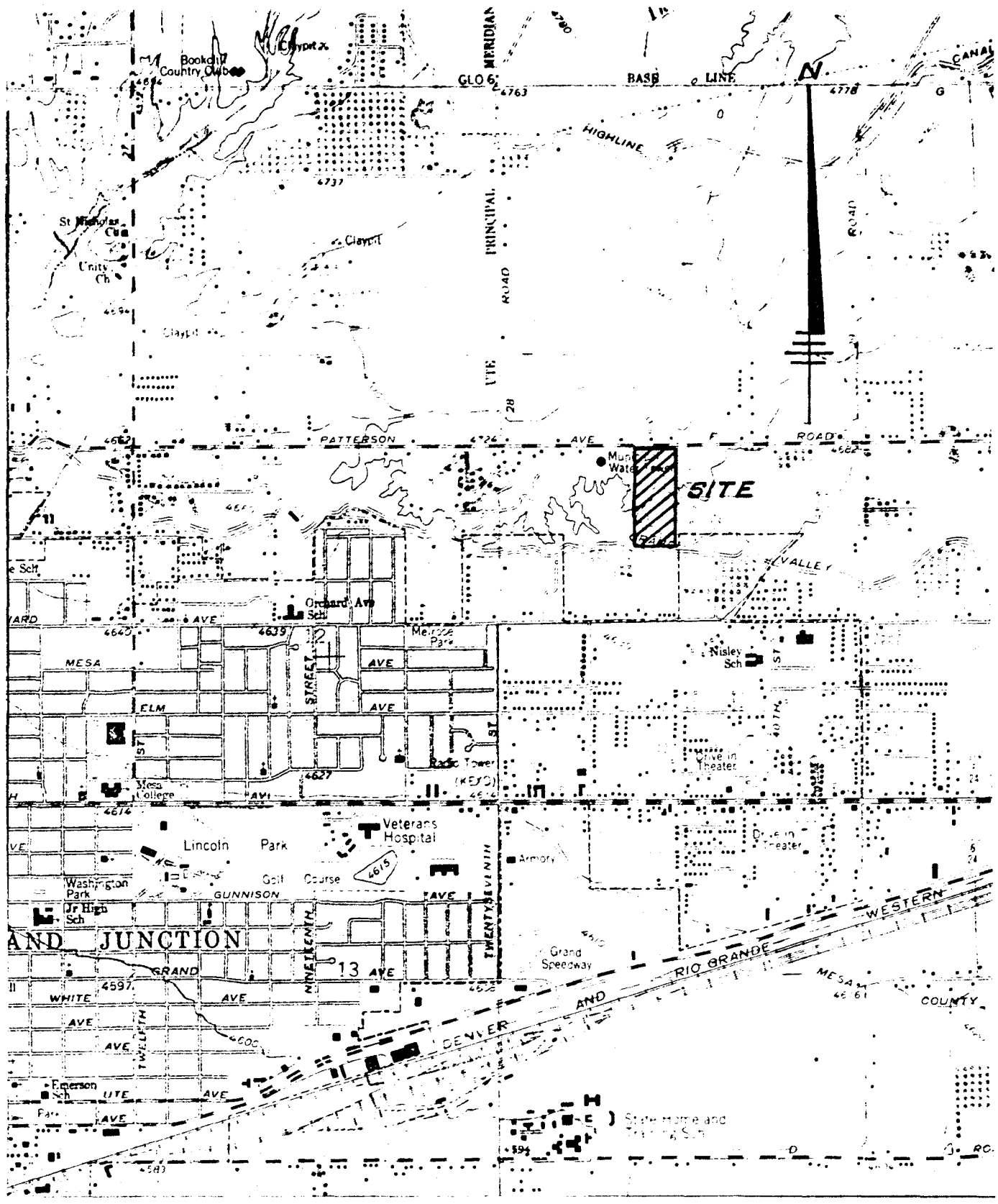
Backfill must be compacted to the required density by mechanical means. No water flooding techniques of any type should be used in the placement of fill on this site.

If proper surface drainage cannot be maintained, then we would recommend constructing a peripheral drain around the exterior of the units. Such a drain should consist of a discharge pipe, gravel collector and sand filter. Drywells should not be used anywhere across the subdivision. If a gravity discharge is not available, then we would recommend using a sealed sump and pump arrangement.

The open footing excavation must be inspected prior to the placing of forms and pouring of concrete to establish that proper design bearing material has been reached and that no debris, soft spots, or areas of unusually low density are located within the foundation region.

A Type II Cement is recommended for use in all concrete which will be in contact with the foundation soils. Under no circumstances should calcium chloride ever be added to a Type II Cement. In the event that a Type II Cement is difficult to obtain, a Type I Cement may be substituted but only if it is protected from the soil by an impermeable membrane.

It is believed that all pertinent points concerning the subsurface soils on this site have been covered in this report. If questions arise or further information is required, please feel free to contact the Laboratory.

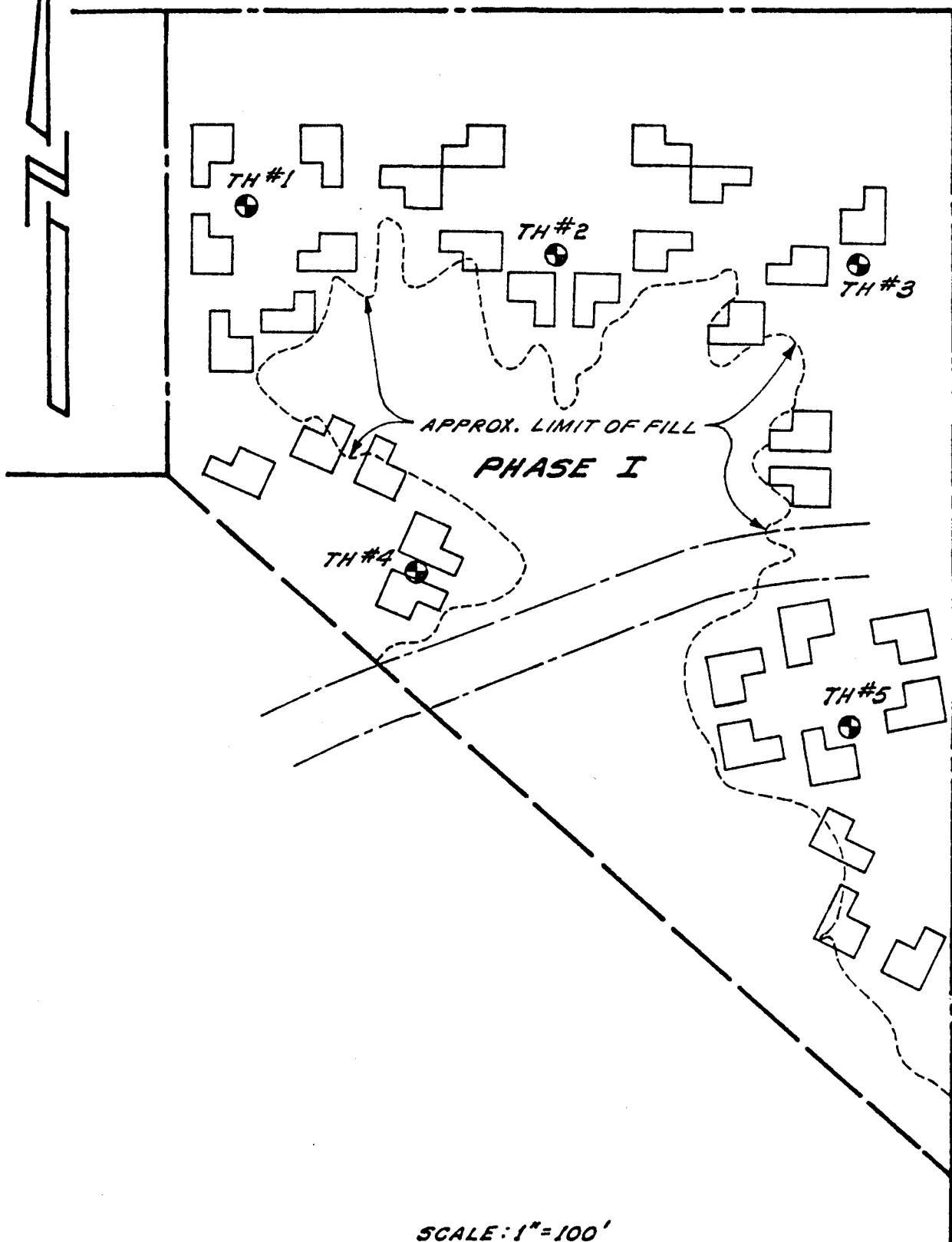


SCALE: 1" = 2000'

**GENERAL SITE LOCATION DIAGRAM  
THE FALLS SUBDIVISION  
GRAND JUNCTION, COLO.**

**THE LINCOLN-DEVORE TESTING LABORATORY**  
 COLORADO: Colorado Springs, Pueblo, Glenwood  
 SPRINGS, Montrose, Gunnison. WYOMING: Rock Springs

F ROAD (PATTERSON RD.)



28 1/2 ROAD (FUTURE)

SCALE: 1"=100'

TEST BORING LOCATION DIAGRAM  
THE FALLS SUBDIVISION  
GRAND JUNCTION, COLO.

THE LINCOLN-DEVORE TESTING LABORATORY  
COLORADO: Colorado Springs, Pueblo, Glenwood  
Springs, Montrose, Gunnison. WYOMING: Rock Springs

**SOILS DESCRIPTIONS:**

SYMBOL	USGS	DESCRIPTION
	—	Topsoil
	—	Man-made Fill
	GW	Well-graded Gravel
	GP	Poorly-graded Gravel
	GM	Silty Gravel
	GC	Clayey Gravel
	SW	Well-graded Sand
	SP	Poorly-graded Sand
	SM	Silty Sand
	SC	Clayey Sand
	ML	Low-plasticity Silt
	CL	Low-plasticity Clay
	OL	Low-plasticity Organic Silt and Clay
	MH	High-plasticity Silt
	CH	High-plasticity Clay
	OH	High-plasticity Organic Clay
	Pt	Peat
	GW/GM	Well-graded Gravel, Silty
	GW/GC	Well-graded Gravel, Clayey
	GP/GM	Poorly-graded Gravel, Silty
	GP/GC	Poorly-graded Gravel, Clayey
	GM/GC	Silty Gravel, Clayey
	GC/GM	Clayey Gravel, Silty
	SW/SM	Well-graded Sand, Silty
	SW/SC	Well-graded Sand, Clayey
	SP/SM	Poorly-graded Sand, Silty
	SP/SC	Poorly-graded Sand, Clayey
	SM/SC	Silty Sand, Clayey
	SC/SM	Clayey Sand, Silty
	CL/ML	Silty Clay

**ROCK DESCRIPTIONS:**

SYMBOL	DESCRIPTION
<b>SEDIMENTARY ROCKS</b>	
	CONGLOMERATE
	SANDSTONE
	SILTSTONE
	SHALE
	CLAYSTONE
	COAL
	LIMESTONE
	DOLOMITE
	MARLSTONE
	GYPSUM
	Other Sedimentary Rocks
<b>IGNEOUS ROCKS</b>	
	GRANITIC ROCKS
	DIORITIC ROCKS
	GABBRO
	RHYOLITE
	ANDESITE
	BASALT
	TUFF & ASH FLOWS
	BRECCIA & Other Volcanics
	Other Igneous Rocks
<b>METAMORPHIC ROCKS</b>	
	GNEISS
	SCHIST
	PHYLLITE
	SLATE
	METAQUARTZITE
	MARBLE
	HORNFELS
	SERPENTINE
	Other Metamorphic Rocks

**SYMBOLS & NOTES:**

SYMBOL	DESCRIPTION
	9/12 Standard penetration drive Numbers indicate 9 blows to drive the spoon 12" into ground.
	ST 2-1/2" Shelby thin wall sample
	W <sub>0</sub> Natural Moisture Content
	W <sub>x</sub> Weathered Material
	Free water table
	γ <sub>D</sub> Natural dry density
	T.B. - Disturbed Bulk Sample
	② Soil type related to samples in report
	15' W <sub>x</sub> Form. Top of formation
	⊙ Test Boring Location
	⊠ Test Pit Location
	↔ Seismic or Resistivity Station. Lineation indicates approx. length & orientation of spread (S = Seismic, R = Resistivity)

Standard Penetration Drives are made by driving a standard 1.4" split spoon sampler into the ground by dropping a 140 lb. weight 30". ASTM test des. D-1586.

Samples may be bulk, standard split spoon (both disturbed) or 2-1/2" I.D. thin wall ("undisturbed") Shelby tube samples. See log for type.

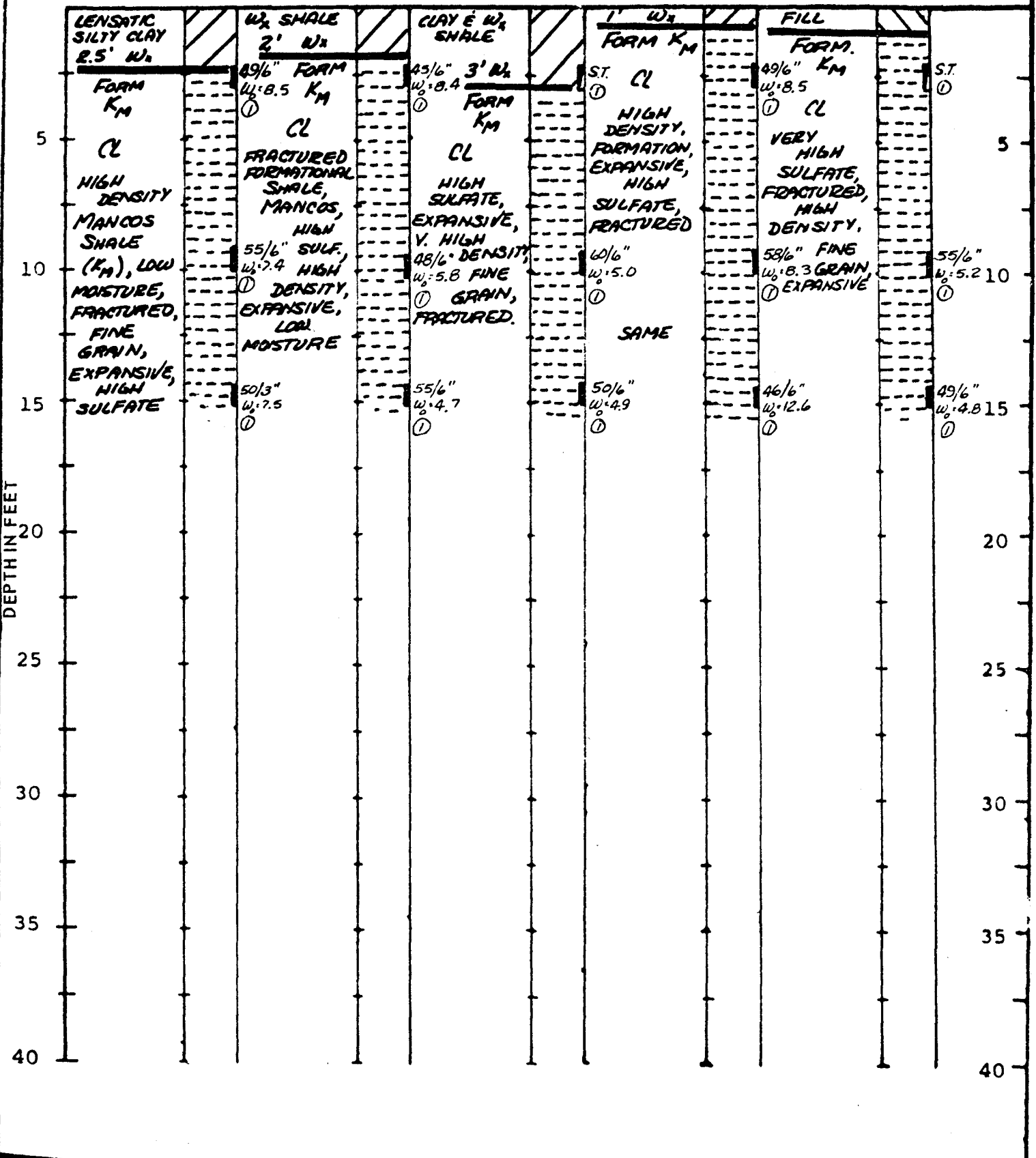
The boring logs show subsurface conditions at the dates and locations shown, and it is not warranted that they are representative of subsurface conditions at other locations and times.

**LINCOLN DeVORE TESTING LABORATORY**  
 COLORADO: Colorado Springs, Pueblo, Glenwood Springs, Montrose, Gunnison, Grand Junction. - WYO. - Rock Springs

**EXPLANATION OF BOREHOLE LOGS AND LOCATION DIAGRAMS**

Test Hole No.  
Top Elevation

1 2 3 4 5



DRILLING LOGS

LINCOLN-DeVORE TESTING LABORATORY  
COLORADO SPRINGS-PUEBLO COLORADO

SUMMARY SHEET

Soil Sample CL (FORM K<sub>20</sub>)  
 Location FALLS SUBDIVISION - PHASE I  
 Boring No. 1 Depth 3  
 Sample No. 1

Test No. J-65 20575  
 Date 3-24-78  
 Test by SMS

Natural Water Content (w) 8.5 %  
 Specific Gravity (G<sub>s</sub>) 2.63

In Place Density (γ<sub>o</sub>) \_\_\_\_\_ pcf

SIEVE ANALYSIS:

Sieve No.	% Passing
1 1/2"	
1"	
3/4"	
1/2"	
4	
10	100.0
20	99.8
40	97.4
100	96.1
200	90.9

Plastic Limit P.L. 17.8 %  
 Liquid Limit L.L. 35.1 %  
 Plasticity Index P.I. 17.3 %  
 Shrinkage Limit 16.9 %  
 Flow Index \_\_\_\_\_  
 Shrinkage Ratio \_\_\_\_\_ %  
 Volumetric Change \_\_\_\_\_ %  
 Lineal Shrinkage \_\_\_\_\_ %

MOISTURE DENSITY: ASTM METHOD

Optimum Moisture Content w<sub>o</sub> \_\_\_\_\_ %  
 Maximum Dry Density - γ<sub>d</sub> \_\_\_\_\_ pcf  
 California Bearing Ratio (a) \_\_\_\_\_ %  
 Swell 1 Days 6.9 %  
 Swell against 1700 psf W<sub>o</sub> gain 12.8 %

HYDROMETER ANALYSIS:

Grain size (mm)	%
<u>0.020</u>	<u>52.4</u>
<u>0.005</u>	<u>31.1</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BEARING

Housel Penetrometer (av) 9000 psf  
 Unconfined Compression (qu) \_\_\_\_\_ psf  
 Plate Bearing: \_\_\_\_\_ psf  
 Inches Settlement \_\_\_\_\_  
 Consolidation - % unde 4000 psf

PERMEABILITY:

K (at 20°C) \_\_\_\_\_  
 Void Ratio \_\_\_\_\_

Sulfates 2000 + ppm.

SOIL ANALYSIS

LINCOLN-DeVORE TESTING LABORATORY  
 COLORADO SPRINGS, COLORADO



WALLACE G. BELL  
CONSULTING GEOLOGIST  
591 RAMBLING ROAD  
GRAND JUNCTION, COLORADO 81501

303-242-7896

## REPORT OF GEOLOGIC INVESTIGATION

### THE FALLS SUBDIVISION

#### SUMMARY

The site of the proposed subdivision is a nearly square tract of 34 acres located just outside the northeast corner of the city of Grand Junction, Colorado.

Bedrock is Mancos Shale and is exposed at the surface throughout the tract. The topography is characterized by strong relief with relatively wide valleys separated by narrow, steep-sided ridges. The proposed plan of development involves reduction of the relief by removing material from the ridges and filling the valleys with it.

Development as planned is feasible from a geological standpoint but will require very careful engineering design and construction practices.

Development of the tract as a residential area will have no adverse effect upon the environment. In its present state, the tract has no productive capabilities or aesthetic value. Its conversion to a pleasant residential area should represent a decided improvement to the community.

#### LOCATION

The Falls is a proposed subdivision consisting of approximately 34 acres located in the NE $\frac{1}{4}$  NW $\frac{1}{4}$  Sec. 17, T. 1 S., R. 1 E., Ute Principal Meridian, immediately adjacent to the northeast corner of the city of Grand Junction in Mesa County, Colorado.

The tract is nearly square in shape and is bounded on the north by a small parcel bearing a large municipal water supply tank, a residential lot, and Patterson Avenue (F Road). It is bounded on the east by undeveloped ground, on the south by the Grand Valley Canal, and on the west by undeveloped, rough ground.

TOPOGRAPHY AND CULTURE

The tract consists entirely of rough undeveloped ground situated on the south side of a short, west-trending, asymmetric ridge. The ridge is approximately one mile in length and rises 80 feet above the north edge of the broad alluvial plain that characterizes the central part of the Grand Valley. The north side of the ridge is characterized by a smooth, gently sloping surface, but the south side is strongly dissected into a dendritic pattern of relatively wide floored valleys separated by high, narrow, very steep-sided ridges that project southward from the main ridge. The main ridge is an erosional remnant of a large terrace that was formed during the degradational phase of a previous cycle in the development of the Colorado River. The strong relief on the south side of the ridge was developed during that phase by tributary streams that eroded headward into the edge of the terrace.

The tract is situated on a drainage divide, so no upslope runoff water passes over the tract. Natural drainage is limited to precipitation falling directly on the surface of the tract.

The Grand Valley Canal flows westward along the south edge of the tract and cuts across the water courses that emerge from the valleys in the tract. The water courses are interrupted and drainage from them is diverted into the canal.

The overflow and drainage line from the municipal water tank at the northwest corner of the tract flows into the water course in the western part of the tract.

GEOLOGY

Bedrock in the tract consists of strata in the Mancos Shale which lie 1000 to 1200 feet above the base of the formation. The Mancos consists in this region of nearly 4000 feet of gray, marine shale with subordinate shaly siltstone and very fine-grained, thin-bedded sandstone.

Bedrock is exposed in the sides and crests of the ridges throughout the tract but is covered by a thin mantle of recent alluvium and soil on the floors of the valleys. Approximately 80 feet of strata are exposed in the tract, the lowest occurring in the canal bank along the south edge and the highest in the crests of the ridges in the northern part. The strata consist largely of the dense, gray, silty, impervious shale typical of the Mancos; however, in the uppermost part, they grade upward into a zone of shaly, sandy siltstone that weathers a conspicuous buff color. Strata in this zone occur in the crests of the ridges in the northern part of the tract.

The change from gray shale to buff-weathering, sandy siltstone is transitional, so it is difficult to establish a single bedding plane upon which to determine accurately the attitude of the strata. It appears, however, that the uppermost silty strata dip very gently northward.

A small amount of water is seeping to the surface in the valleys and moving down the water courses to drain into the canal. The valley floors along the water courses are quite boggy and support a moderate growth of swamp grass and small brush.

The water that is emerging from the subsurface in the tract is moving through fractures in the impervious shale bedrock. It is seeping into the fractures from an unlined irrigation ditch that flows westward along Patterson Avenue near the crest of the main ridge and from precipitation and irrigation water spread on the fields north of the ditch. When water is plentiful on the surface of the ridge, the fractures in the bedrock are filled, and a hydrostatic head is produced within them above the level of the valley floors. As a result, the water in the fractures in the ridge moves toward the lowest points in the valleys where the pressure differential is greatest.

The water that is moving along the water course in the western part of the tract is issuing at a point where a thin bed of bentonitic shale or claystone crosses the stream channel near the head of the valley. The bentonitic bed supports a zone of vegetation about two feet wide for a short distance along the outcrop on both sides of the water course. A similar bed crops out near the base of a spur on the west side of the ridge in the southern part of the tract. The clay in these beds absorbs and holds water readily, especially near the surface where the confining pressure is minimal, and it has room to expand to accommodate the absorbed water. The clay is not, however, an aquifer which transmits ground water laterally through it. It is quite possible that the clay may swell to fill fractures that cut a stratum bearing it near the surface and thereby divert water laterally through the fracture above or below the stratum until it intersects the surface, but the water moves through the fractures and not through the strata.

#### PLAN OF DEVELOPMENT

The present plan of development calls for removing material from the crests of the ridges and filling the lower parts of the valleys to produce a regular surface sloping southward from the crest of the main ridge to the south edge of the tract. Construction will be confined to those areas where solid bedrock is at the surface, while the filled areas will be dedicated to open space.

The plan is quite feasible from a geological standpoint, but an efficient system for controlling surface and subsurface water will be required to prevent the development of a water table that might rise to affect the zone of construction.

Two sources of subsurface water must be accommodated in planning the development: (1) the water presently entering the tract through fractures from the high area north of the tract, and (2) a new source that will arise from seepage within the tract of precipitation and irrigation water into the fill and into fractures in the newly exposed bedrock areas.

While the amount of water presently moving into the tract through fractures from the north is quite small, it could constitute a significant contribution to an accumulation of water in the fill material if effective drainage is not provided. The most important source of subsurface water in the developed tract will be, however, direct seepage into the filled areas.

The initial porosity and permeability of the fill material will be quite high, and water will sink readily to the lower part of the fill. If an effective system for drainage is not provided, it will tend to accumulate and produce high water table conditions, especially in the lower part of the tract.

It is suggested that a subsurface drainage system be installed at the bottom of the valley fill areas approximately along the present water courses. This system would provide direct drainage through the tract for water seeping in from the main ridge. It would also provide a zone of low pressure to which seepage water would move downward through the fill material. This should keep the water table well below the surface throughout the tract. It might prove feasible to tie the surface drainage into the subsurface system.

It is recommended that the material removed from the sandy zone on the crests of the ridges be distributed along the bottoms of the valleys to provide a more permeable layer there and improve drainage at the base of the fill.

#### HAZARDS

After the surface of the tract has been prepared to grade, there should be no serious hazards of a geologic nature that might have an adverse effect upon life, health, or property.

There will be no slopes remaining sufficiently steep to present danger of landslide or soil flowage. Some subsidence in the fill areas should be expected as the material compacts; but, if structures are not resting on the fill, no serious effects should be manifested. Permanent development of the fill areas probably should be deferred several years to allow the major part of the subsidence to take place before significant investments are made in improvements.

Judging only from the presence of the strong relief, it may appear that the tract is undergoing strong erosion. The appearance is misleading, however, for the topography in the tract was inherited from an earlier period when rainfall was much greater, and the gradients of the tributaries were steeper than at present. There has been very little active erosion within the tract for a considerable length of time.

The lowest point on the tract is 60 feet above the present level of the river, so there is no danger that river flood waters could ever reach it. There is no danger from flash floods, for no upslope runoff crosses the tract.

Except for the presence of the municipal water tank on the crest of the main ridge above the western part of the tract, there are no artificial hazards. The likelihood that the water tank might rupture should be investigated by a qualified engineer. The discharge of the tank's overflow and drainage line into the tract could constitute a hazard if adequate drainage facilities are not provided.

#### CONSTRUCTION FACTORS

Assuming that construction on the filled areas will be avoided, the principal factor that will affect construction practices on the tract will be the nature of the bedrock. It undoubtedly will exhibit a tendency to swell when wet, and its properties should be determined accurately by a professional soils engineer before the specifications are established for footings and foundations.

A primary concern in design and construction should be to prevent water from reaching the bedrock under load bearing structures and around foundations. The water table must be prevented from rising into the zone of construction, and surface water must be prevented from seeping down around them. Drains should be installed around footings and foundations, and surface water should be controlled to minimize influent seepage. Each building lot should be carefully graded to specifications established in a master plan, and a clear, well graded system for gathering runoff from the lots and conducting it from the tract should be provided.

A tract-wide system should be designed for the construction of utility trenches so that the trenches serve as drains for subsurface water. The main trenches should drain down slope into the master drainage system, and lateral trenches should slope down grade to the main trenches. Each trench to a home-site should slope away from the house; trenches to houses on low side lots should not be constructed down grade where they can serve as sumps for water to collect near the surface beneath the houses. A layer of porous material or tile drain should be laid in the bottom of the trenches to improve their drainage characteristics.

ENVIRONMENTAL CONSIDERATIONS

Development of The Falls Subdivision should not have an adverse effect on the environment. The tract has no potential for agricultural use and, in its present state, has no beneficial effect upon the community.

Domestic water will be provided by the Ute Water Conservancy District and sewage disposal by the Fruitvale Sanitation District.

3 October 1977

*Wallace G. Bell*

Wallace G. Bell  
Consulting Geologist

BY-LAWS  
OF  
THE FALLS HOMEOWNERS ASSOCIATION, INC.

I

NAME

This corporation shall be known as "The Falls Homeowners Association, Inc.", a non-profit Colorado Corporation, hereinafter referred to as the "Association".

II

OFFICE

The principal office of the Association shall be at such location within the State of Colorado as the Board of Directors may determine from time to time.

III

PURPOSES

The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. The purposes for which it is formed are primarily to promote the common good and general welfare of the community, and in particular, of the property platted as The Falls, Filing No. One, Mesa County, Colorado, hereinafter referred to as the "Properties", to bring about civic betterment and social improvements, and for these purposes to:

- a. own, acquire, build, improve, operate and maintain the "common facilities", as more particularly described in a Declaration of Covenants, Conditions, Restrictions and Liens of

of The Falls Homeowners Association, Inc.,  
(the "Declaration"), recorded in the Office  
of the County Clerk and Recorder of Mesa  
County, Colorado;

- b. maintain roads, streets, driveways and parking areas not maintained by governmental authority;
- c. fix assessments to be levied against the Properties;
- d. enforce any and all covenants, restrictions, and liens for the benefit of the corporation and agreements applicable to the Properties, whether contained in the Declaration or not;
- e. pay taxes, if any, on the common facilities; and;
- f. insofar as permitted by law, do any other thing that, in the opinion of the Board of Directors, will promote the social welfare, common good and general welfare of the residents and owners of the Properties, protect the value and desirability and enhance the safety and habitability of the Properties, or bring about civic betterment or social improvements.

#### IV

#### DIRECTORS

The affairs of the Association shall be managed by a Board of Directors. Initially, the Board of Directors shall



consist of five persons, as set forth in the Articles of Incorporation. The number of directors may be increased by amendment of these By-Laws. If any vacancy shall occur in membership on the Board of Directors, such vacancy may be filled for the remainder of the unexpired term by majority vote of the remaining directors. Any director may be removed for cause at any time by a vote of two-thirds of all members present and voting at any special meeting of members called for that purpose.

V

DUTIES OF DIRECTORS

It shall be the duty of the Board of Directors to exercise general supervision over the management of the affairs of the Association and to receive and pass upon the reports of the President, Secretary and Treasurer, and to direct the officers thereof in the general conduct of the Association. The Board shall have control of any books, papers, or documents of the Association in the hands of the officers. The Board may adopt reasonable rules and regulations governing the activities of the members and protecting and preserving the Properties, to be effective upon approval thereof by vote of the members.

VI

OFFICERS

- a. The Officers of this Association shall consist of a President, a Vice President, a Treasurer and a Secretary, who shall be elected by the directors at their first meeting following the annual meeting of the members of the Association in each year.

Such officers may be elected from the members of the Board of Directors and shall hold their respective offices for the term of one year or until their successors are elected and shall qualify, unless they shall resign, be removed or become disqualified; provided, however, that until the first annual meeting of the members of the Association, the duties of the Board of Directors and officers shall be discharged by the three directors who are to serve as the initial directors, as stated in the Articles of Incorporation of the Association.

b. Any two of the said offices may be held by the same person if the Board of Directors shall so determine, except the offices of President and Secretary.

c. In case a vacancy or vacancies shall occur in any of said offices, the same may be filled for the remainder of the unexpired term by the Board of Directors.

d. The Board of Directors may, in case of the absence of any officer or inability to perform his duties, remove such officer.

e. The Board of Directors may, from time to time, appoint other officers of the Association, who shall perform such duties as may be assigned them. They shall hold such offices at the pleasure of the Board.

## VII

### DUTIES OF OFFICERS

- a. Duties of President: It shall be the duty of the President to preside at all meeting of the members and directors of the Association. He shall sign all certificates of membership, contracts and other instruments in writing authorized by the Borad of Directors to be executed and the minutes of all meetings over which he may have presided. He shall be ex-officio a member of all committees and shall have the active management of and general supervision over the affairs of the Association. He shall perform such other duties as may be required of him by law, by these By-Laws, and by the Board of Directors, and in general shall perform the duties and functions usually pertaining to and vested in the president of a corporation.
- b. Duties of Vice President: It shall be the duty of the Vice President in case of sickness or other disability preventing the President from performing the duties of his office, to perform and discharge the duties and functions of the President, and such other duties as may be required of him by the Board of Directors.
- c. Duties of Secretary: The Secretary shall ex-officio secretary of the Board of Directors and of all standing committees. It shall be the duty of the Secretary to give proper notice of all meetings

of the members and of the Board of Directors of the Association and to attend all such meetings and act as the clerk thereof; to keep, record and preserve the minutes of all meetings of the members and directors in appropriate books; to sign all such minutes as Secretary, and to perform like duties for any standing committees when required; to have the custody of the corporate seal and records of the Association; to attest the affixing of the seal to all certificates of membership, contracts and other instruments in writing executed under the corporation seal of the Association; to have charge of and preserve all papers and documents of the Association not properly belonging in the custody of the Treasurer; to sign, issue and register all certificates of membership; and generally to perform such duties as usually pertain to the office of secretary and as may be specifically assigned by the Board of Directors. The Secretary shall also attend to the filing of all papers and reports required by law to be filed.

d. Duties of the Treasurer: The Treasurer shall be the custodian of the funds of the Association and of all securities, valuable papers and documents connected with and pertaining to the business of the Association which shall be kept in such depositories and in such manner as directed by

the Board of Directors, He shall, from time to time, disburse the funds of the Association in accordance with directions from the Board of Directors. He shall keep a complete and proper record and account thereof and vouchers for all funds disbursed, all of which shall be accessible for enspection by the other officers or by the Board of Directors. He shall render to the Board of Directors, whenever they may require, an account of all his transactions and the financial condition of the Association, and perform such other duties as may be prescribed by the Board of Directors. At the discretion of the Board of Directors, he may be required to give a good and sufficient bond with sureties thereon for the faithful performance of his duties.

## VIII

### MEETINGS OF DIRECTORS

- a. All meetings of the Board of Directors shall be held within the State of Colorado at such place as may be designated by the Board and at such times as the Board may from time to time determine. A meeting may be called at any time by the President or any director upon three days' written notice to all directors, servied personally or by mail or telegram.
- b. Any director may at any time waive the notice required to be given under these By-Laws, or action may be taken by unanimous written consent thereto.

c. At all meetings of the Board of Directors, a majority of directors shall be required to constitute a quorum for the transaction of business.

d. The order of business at any meeting of the Board of Directors shall be as the Board may determine at the time.

## IX

### MEMBERSHIP MEETINGS

a. A regular annual meeting of the members of the Association may be held in the State of Colorado at a time and location to be designated by the Board of Directors. The place of the meeting shall be shown on the notice to the members of such meeting.

b. Special meetings of the members of this Association may be called at any time by resolution of the Board of Directors or upon the written request of not less than one-third of the members, or as may be provided by law.

c. A written or printed notice of all regular or special meetings of the members shall be prepared by the Secretary of the Association and by him delivered personally to each member or mailed to the last known post office address of record of each member not less than 10 days nor more than 50 days before the date of such meeting. All notices of special meetings shall state the objects of the meeting and no business shall be transacted at any special meeting except that stated in the notice thereof.

- d. At all meetings of the members, 51% of the eligible votes of members must be represented either in person or by written proxy in order to constitute a quorum for the transaction of business. If less than a quorum be present, the meeting may be adjourned until some subsequent date, no more than 60 days following the preceeding meeting.
- e. Representation by written proxy shall be allowed and the instrument authorizing the proxy to act at the meeting shall be exhibited at the time of such meeting when called for and filed with the Secretary. Cumulative voting shall not be permitted.
- f. Class A members shall be entitled to one vote for each lot owned on all matters to come before the membership.
- g. Class B members shall be entitled to four votes for each lot owned on all matter to come before the membership.
- h. Any member may at any time waive any notice required to be given under these By-Laws. All the members may take action unanimously by signing a written consent thereto.
- i. Any issue, question, election of directors or other proposition that might be brought before an annual or special meeting of members may be decided by ballot distribution and voted by mail, pursuant

to instructions adopted by resolution of the Board of Directors; provided that at least 51% of the eligible votes shall be validly cast by return mail addressed to the Secretary of the Association or delivered to the Secretary.

X

MEMBERSHIP

- a. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to any may not be separated from ownership of any lot which is subject to assessment.
- b. The Board of Directors shall have the power to suspend the privileges of membership, both those of the member and/or his designee, if, in the opinion of the Board, a member has violated any of the rules or regulations of this Association or is delinquent in paying his assessments. Any member whose privileges are suspended shall be notified in writing of such suspension 30 days prior to the date such suspension of privileges shall become effective. A member shall have the right to appeal such suspension directly to the Board of Directors prior to the effective date of such suspension. Suspension resulting from non- payment of assessments shall be removed upon payment by the member of all amounts then



currently due, including interest. The term of suspension for reasons other than non-payment shall be left to the discretion of the Board of Directors.

XI

ASSESSMENTS

Assessments shall be due and payable as prescribed in the Declaration.

XII

DAMAGE, DESTRUCTION AND OBSOLESCENCE

The Board of Directors shall, in the event of damage, destruction or obsolescence of any of the real or personal property of the Association, immediately determine the extent of damage and the cost of repair and/or replacement of such property and make the prescribed report of same to the insurer, if applicable. In the event the insurance will not cover the entire cost of repair or replacement, the Board of Directors shall have the authority to repair or replace such property at the expense of the Association; provided, however, that the expenditure of funds in an amount exceeding \$500.00 for any one proposed project must be approved by the members.

XIII

INDEMNIFICATION

Each officer and director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, or any settlement thereof, reasonably incurred by or imposed upon him in any proceeding to which he may be a party, or in which he may become involved by

reason of his being or having been an officer or director of the Association, whether or not he is an officer or director of the Association at the time such expenses are incurred, except in such cases wherein such officer or director is adjudged guilty of willful malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association.

#### XIV

##### AUTHORIZATION

No officer or member of this Association shall authorize or incur any debt or obligation on its behalf except by order of or pursuant to authority granted by the Board of Directors.

#### XV

##### FISCAL PROCEDURES

- a. All written obligations of the Association including acceptances, contracts, agreements, deeds, and all other instruments in writing shall be signed with the corporate name by the President, or in his absence, by the Vice President, and the corporate seal shall be affixed and attested by the Secretary.
- b. All checks drawn on Association funds shall be signed with the corporate name by those officers, one or more, as may be authorized by the Board of Directors from time to time.

c. The funds of this Association shall be deposited in such bank or banks, as the Board of Directors may from time to time determine.

d. Unless otherwise decided by the Board of Directors, the fiscal year of the Association shall end on December 31 of each year.

#### XVI

#### PROHIBITED ACTIVITIES AND DISTRIBUTION OF ASSETS

No part of the income or net earnings of the Association shall be distributable to or inure to the benefit of its members, directors, officers, or any individual; provided, however, that reasonable compensation may be paid for any services rendered to the Association, and payment and distributions may be made in furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the Association shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including the publishing or distribution of statement) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these By-Laws, the Association shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal Income taxation under the provisions, applicable to this Association, of Section 510(c) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States or Colorado law).

XVII

GENERAL PROVISIONS

These By-Laws or any part thereof may be amended, added to, or modified by the Board of Directors or by a two-thirds vote of the membership at any meeting called for that purpose upon notice in accordance with these By-Laws; provided, however, that the proposed amendment shall be set forth in full in such notice. These By-Laws incorporate by this reference the Declaration referred to in Article III above. In the event of any inconsistency between said Declaration and these By-Laws, the said Declaration shall prevail.

WE, THE UNDERSIGNED, being all of the members of the Board of Directors of The Falls Homeowners Association, Inc., a non-profit Colorado corporation, hereby confirm that the foregoing By-Laws of said corporation were adopted by unanimous vote of the Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 1979.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INFORMATION BROCHURE FOR  
THE FALLS HOMEOWNERS ASSOCIATION

For the convenience of the homeowners in The Falls Subdivision, a non-profit corporation known as The Falls Homeowners Association has been organized to own, operate and manage the common area and improvements thereof in The Falls Subdivision. The common area and improvements consist of approximately 4.89 acres of land with surfaced paths, lawn areas and landscaping. All of the common areas with landscaping, lawn areas, and the other above listed improvements will be conveyed to The Falls Homeowners Association in fee simple with marketable title and free and clear of all liens and encumbrances prior to the sale of the first lot. Every individual homeowner has the right to use the common area and improvements subject to reasonable rules and regulations established and controlled by the Developer, Fall Development Company, initially, and then by the owners themselves through the Board of Directors of the homeowners association.

The individual owners are Class A members and are entitled to one vote for each lot they own. The developer is a Class B member and is temporarily entitled to four votes for each lot it owns. The Class B membership terminates and is converted to Class A membership upon the earliest happening of either of the following events:

1. When the total votes in the Class A membership equal the total votes in the Class B membership; or
2. On January 1, 1989.

The Association will meet annually at which meeting members will elect directors to the Board of Directors to fill the vacancies resulting from expiration of prior terms of office on said Board. At such meeting the officers of the association will present a financial report and other business

will be conducted according to the agenda for such annual meeting. Special meetings may be called at any time by the president, the Board of Directors, or upon written request of the members entitled to vote one-fourth of the votes of the Class A membership.

The Board of Directors elects the officers of the Association who direct the day-to-day business of the Association. The Association is responsible for the upkeep of the common facilities, lawn care, bookkeeping and accounting functions, sidewalk maintenance, collection of the assessment fees from the members, preparing an annual budget, providing for an annual audit, insuring the improvements on the common area, and related duties.

The association has the right to charge reasonable fees for the use of the common area and any recreational facilities and to establish and enforce reasonable rules governing the use thereof.

In order to protect property values, aesthetics and to provide assurance that future developments, additions and changes will conform and be harmonious with the external design and location of existing structures, the owners through their Board of Directors, will establish a Committee for Architectural Control. The approval of the committee will be required before additions or changes can be made to any buildings, fences, hedges, walls or other structures.

Each owner and the developer will be assessed the same annual assessment fee, which fee is established each year by the Board of Directors. The amount of any increase by the Board of Directors in the annual assessment fee over the initially provided maximum assessment of \$100.00 per lot is limited to fifteen percent (15%) per year. Only by vote of a majority of the entire membership at a meeting duly called for that purpose may the maximum annual assessment be

increased more than 15% above the maximum annual assessment for the previous year. The Board of Directors may fix the annual assessment at any amount not in excess of the maximum. Presently, the annual assessment is \$50.00 per lot. Such annual assessment may be now or hereafter collected on a monthly basis accordingly as provided in the by-laws.

In addition to the annual assessments, the association may levy, in any assessment year, a special assessment for that year only for construction or repair of capital improvements on the common area. Any such special assessment requires the assent of two-thirds of the entire membership of the association.

Since it is important that each owner pay his assessment when due, procedures for the enforcement and collection of assessments have been established. Each assessment shall be the personal obligation of the owner concerned and also a lien will be created against an owner's lot for the amount of any delinquent assessment. After an assessment is delinquent over thirty (30) days, it bears interest at the rate of ten percent (10%) per annum. This lien is for the benefit of the association and can be foreclosed. In addition, the association can file an action in court to collect the amount of the assessment plus costs and attorney's fees without foreclosing the lien.

Additional residential property and common area may be annexed with consent of two-thirds of each class of members. Subject to approval by the Federal Housing Administration or the Veterans Administration while there is a Class B membership the developer may annex additional residential property and common area. Any such annexation may increase the number of members of the homeowners association.

Dissolution of the association, merger or consolidation requires written assent of two-thirds of each class of members.

Annexation of additional lands, merger and consolidation will result in increases in the number of members in the homeowners association.

DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND LIENS OF  
THE FALLS HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made on the date hereinafter set forth by The Falls Development Company, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is now the owner of certain lands in Mesa County, State of Colorado, more particularly described as follows:

The Falls, Filing No. One

NOW, THEREFORE, Declarant hereby declares that all of the real property described above and any additional lands hereafter annexed and placed under this Declaration, as provided in Article V hereof, shall be held, sold and conveyed subject to the following easements, servitudes, restrictions, liens, covenants and conditions, which are established, declared and adopted for the purpose of promoting the social welfare, common good and general welfare of the people of the community, protecting the value and desirability and enhancing the safety and habitability of the said real property and to bring about civic betterments and social improvements, to run with the said lands and be binding upon all parties having any right, title or interest in and to the described real property or any part thereof, their heirs, personal representatives, successors and assigns, and to inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Falls Homeowners Association, Inc., a Colorado non-profit



corporation, and its successors and assigns. "Board of Directors" or "Board" shall mean and refer to the duly elected and qualified members of the board of directors of the Association, acting in an official capacity.

Section 2. "Owner" shall mean and refer to the record title holder, whether one or more persons or entities, of a fee simple interest in any Lot which is a part of the Properties; provided, however, that upon entering into a purchase contract or option, such purchaser and not the record title holder shall be deemed to be the owner for all purposes herein. The term "owner" shall also include Declarant and its successors and assigns with respect to all Lots held in the name of Declarant and which Declarant has not agreed to sell under contract or option.

Section 3. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought under this Declaration.

Section 4. "Common facilities" shall mean and refer to that portion of The Falls, Filing No. One designated as alpha tracts according to the recorded plat thereof, Mesa County, Colorado, which is included within the Properties, together with any and all real and personal property hereafter owned or controlled by the Association for the common use and benefit of the owners and the community, together with all improvements thereon, if any, and any easements, fixtures, or appurtenances used therewith or attached thereto, subject to rights of way, easements, liens, encumbrances, reservations and restrictions of record, if any. Every owner, and the successors and assigns thereof, shall be deemed to have consented to the use and control of said common facilities by the Association for the benefit and enjoyment of all owners in accordance with the provisions of this Declaration and the Bylaws and rules and regulations of the Association.

Section 5. "Lot" shall mean and refer to each numbered lot of the Properties, as shown on the recorded plat, and more particularly described as Lots 1 - 23, Block 1, Lots 1 - 7, Block 2, Lots 1 - 10, Block 3, Lots 1 - 8, Block 4 and Lots 1 - 7, Block 5, and any lots that may hereafter be added to the Properties, excepting, however, any portion of the common facilities.

ARTICLE II

PROPERTY RIGHTS

Section 1. OWNER'S RIGHTS. Every owner shall have a right to use and to benefit from the common facilities. Such right shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable fees and assessments to each owner for the use and enjoyment of the common facilities, for the acquisition, maintenance repair, replacement, upkeep, operation, and improvement thereof and to establish reasonable reserves for depreciation and contingencies;
- (b) the right of the Association to adopt rules and regulations governing such use and enjoyment, and to suspend the voting rights and right to use and to benefit from the common facilities by an owner for any period during which any assessment against his Lot remains unpaid, and for a period of time as determined by the Association for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate, transfer or lease all or any part of the common facilities to any public agency, municipal or quasi-municipal authority, or public

or private utility for such purposes and subject to such conditions as may be agreed to by the members;

(d) the right of the Association to borrow money for the purpose of improving the common facilities and in aid thereof to mortgage said common facilities; and to take such steps as may be reasonably necessary to protect the common facilities from foreclosure; and

(e) the right of the Association to close or limit the use of the common facilities while maintaining or making replacements therein or thereto.

Section 2. DELEGATION OF USE. Any owner may delegate his right of use and benefit from the common facilities to the members of his family, his tenants or guests who occupy his Lot.

Section 3. PERSONAL PROPERTY. The Association may acquire and hold for the use and benefit of all members of the Association tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest therein shall not be transferable except that the transfer of a Lot shall transfer to the transferee all of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each owner may use such personal property in accordance with the purposes for which it is intended, without hindering or encroaching upon the lawful rights of the other owners, subject to the provisions hereof and the By-Laws, rules and regulations of the Association. Sale of a Lot under foreclosure or execution shall entitle the purchaser thereof to the beneficial interest in the personal property associated with the Lot and to membership in the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of said Lot. When more than one person holds a beneficial interest in any Lot as joint tenant, tenant in common, partner, shareholder or otherwise, all such persons shall be members, but the vote or votes attributable to such Lot shall be cast as such persons among themselves determine and no division of the vote or votes attributable to such Lot shall be permitted. All matters shall be decided by majority vote, except as otherwise expressly provided herein or in the By-Laws of the Association. The By-Laws of the Association shall govern procedures and requirements for notice of meetings, quorums, voting and other matters of internal regulation. The Association shall adopt rules and regulations in the manner and to the extent authorized by its By-Laws.

Section 2. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all owners with the exception of Declarant. Each Class A membership shall be entitled to one vote for each Lot owned on every matter to come before the membership.

Class B. Class B members shall be Declarant and any grantee from Declarant who acquired two or more Lots for resale. Class B members shall be entitled to four votes for each Lot owned on all matters submitted to a vote of Class A members. Class B membership shall cease and automatically be converted into Class A membership on the happening of either of the following events, whichever occurs first:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1989.

#### ARTICLE IV

##### COVENANTS FOR ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Declarant, for each Lot within the Properties, all of which are owned by the Declarant on the date of recording of this Declaration, hereby covenants, and each subsequent owner of any Lot, except only the Association, by acceptance of a contract or deed therefor, whether or not it shall be so expressed in such contract or deed, is deemed to covenant, that each of said Lots, except such Lots, or interests therein, as are owned by the Association, shall be and hereby is made subject to uniform assessments per Lot (assessments may vary according to the number of bedrooms, as provided by the Association's Bylaws or its rules and regulations) for the use and benefit of the Association and its members; and the Declarant and each subsequent owner do hereby covenant and agree, subject to the terms and conditions of this Declaration, to pay to the Association (1) annual assessments, for Class A or B memberships, as applicable; and (2) special assessments for capital improvements. Such assessments shall become and constitute a lien on each Lot as of January 1 following the date such assessment is established, as to annual assessments or as of the first day of the first month following the date such assessment is established, as to special assessments. The annual and special assessments, together with interest and costs of collection, including reasonable attorney's fees, shall also be the personal obligation of each owner of a Lot at the time the assessment became a lien. The personal obligation for delinquent assessments shall not pass to an owner's successors in title unless expressly assumed by them.

Section 2. DECLARANT'S OBLIGATION. Declarant hereby agrees that it will assume and pay to the Association any operating deficit of the Association in excess of the Association's total annual assessments for any year in which Declarant is a Class B member of the Association for that entire year.

Section 3. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used for the purposes set forth in the preamble including but not limited to promotion of the health, safety and welfare of the residents in the Properties and the general community, for the improvement and maintenance of the common facilities, and for the payment of taxes, utility charges and insurance premiums applicable to the Properties, as the Board of Directors of the Association shall decide from time to time.

Section 4. ANNUAL ASSESSMENT. Until December 31, 1980, the annual Class A assessment for all Class A members and their Lots shall be established by the Board of Directors of the Association at the initial meeting thereof.

(a) On and after January 1, 1981, the annual Class A assessment may be increased or decreased each year by said Board of Directors, but shall not be increased more than 15% above the assessment for the previous year except upon approval of such action by majority vote of the entire membership of the Association.

(b) If the Board shall fail to establish an annual Class A assessment for any year commencing on or after January 1, 1981, the annual assessment for such year shall remain the same as for the year immediately preceding; except that, upon approval by majority vote of the entire membership of the Association, such assessment may be increased or decreased as of the first day of any month.

(c) The annual assessment for Lots of Class B members shall be the same as the annual assessment for Lots of Class A members as to any Lot that is occupied as of the assessment date, but shall be 20% of the Class A annual assessment for unoccupied Lots.

Section 5. SPECIAL ASSESSMENTS. A special assessment for capital improvements shall be made only upon resolution of the Association's Board of Directors, followed by the approval of two-thirds of the entire membership of the Association.

Section 6. PAYMENT. The annual assessments provided for herein, whether Class A or Class B, shall be due at the beginning of each 12-month period, commencing January 1 of each year (or commencing on the date of the initial meeting of the Board of Directors of the Association as to 1979). Annual assessments may be paid and collected in monthly installments pursuant to a plan adopted by the Board of Directors of the Association. Special assessments shall be due on the date they become a lien and shall be paid and collected in such installments with such dates of delinquency as may be provided in the resolution establishing same. The annual assessment against each Lot shall be made by resolution of the Board of Directors at least thirty (30) days in advance of each January 1; provided, however, that the annual assessment for the Association's first fiscal year, ending December 31, 1979, shall be made on the date of the initial meeting thereof. Written notice of all annual and special assessments shall be furnished to every owner. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid, and such certificate shall be binding upon the Association with respect to any purchaser or encumbrancer relying thereon.

Section 7. EFFECT OF NONPAYMENT OF ASSESSMENTS.

Any assessment or monthly installment thereof not paid on or before thirty (30) days from the due date shall be delinquent and shall bear interest thereafter at the rate of 10 percent per annum until paid. The Association may bring an action to collect all delinquent assessments against the owner personally obligated to pay the same, or foreclose the assessment lien against such owner's Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common facilities or abandonment of his Lot. In addition to any other remedies herein or by law provided, the lien herein established may be foreclosed by an action in the court having jurisdiction over the Properties in the manner of foreclosure of common law mortgages, pursuant to the law and statutes of the State of Colorado, and subject to all the rights and duties therein provided, including redemption.

Section 8. SUBORDINATION OF THE LIEN TO MORTGAGES.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not release any such assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or delivery of a deed in lieu thereof, shall extinguish the lien of such assessments as to payments thereon which become delinquent prior to such foreclosure or transfer, but shall not relieve such Lot from the lien of any assessments or payments thereafter established or due. As used in this section, the term "mortgage" shall mean and include only a bona fide purchase money mortgage, purchase money deed of trust or a contract for deed and the vendor's lien thereunder, but shall not include non-purchase money mortgages or deeds of trust or involuntary liens, such as mechanic's liens and judgment liens. Nothing herein shall be deemed to release any owner from his personal obligation as described in Section 1 of this Article IV above, to pay all assessments made hereunder.



## ARTICLE V

### ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. AUTHORIZATION. Annexation of additional lands to the Properties shall require only the assent of the Class B members, so long as Class B memberships are in existence. Upon extinguishment of Class B memberships, annexation shall require assent of a majority of the Class A members, at a meeting duly called in accordance with the Bylaws of the Association.

Section 2. METHOD OF ANNEXATION. The annexations authorized hereunder shall be made by filing for record a Supplementary Declaration of Covenants with respect to the annexed lands, which shall extend the scheme of these covenants to such additional property. A Supplementary Declaration may contain such additions to the covenants contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties, provided such are not inconsistent with the scheme of this Declaration. In no event shall any Supplementary Declaration revoke, modify or amend the covenants established by this Declaration or any prior Supplementary Declaration without approval of the Association pursuant to a vote of its members, as provided in Section 3, Article VIII below.

## ARTICLE VI

### GENERAL RESPONSIBILITIES AND RESTRICTIONS

Section 1. COMMON FACILITIES. The Association is herewith charged with the direct and continuing responsibility for maintenance, repair, replacement, operation, protection, extension and improvement of the common facilities.

Section 2. PARTY WALLS.

(a) Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions

of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

(c) If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) The right of any owner to contribute from any other owner under this Article shall be appurtenant to the land and shall pass to such other owner's successors in title.

Section 3. ARCHITECTURAL CONTROL. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition, change, decoration or alteration therein or thereto be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Committee composed of three (3) or more individuals appointed by the Board. In the event said Board fails to approve or disapprove such design and location within

thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 4. DECLARANT'S USE. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant, its successors and assigns, or any agent, contractor, subcontractor or employee of the Declarant, to maintain during the period of construction and sale upon such portion of the Properties as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to said construction and sale, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 5. USE RESTRICTIONS.

(a) No planting or gardening shall be done, and no fences, hedges, walls or other improvements or structures shall be erected or maintained in or upon the common facilities except such as are installed in accordance with the initial construction of the buildings located thereon. Except for the right of ingress and egress, the owners are hereby prohibited and restricted from using any of the Properties outside the exterior boundary lines of their respective Lots, except as may be allowed by the Association's Board of Directors and this Declaration. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all owners and is necessary for their protection.

(b) Maintenance, upkeep and repairs of any residence or other improvements on each Lot shall be the sole responsibility of the individual owner thereof and not of the Association; however, any cooperative action appropriate to the proper maintenance, utilization, beautification or upkeep of said residences and improvements may be taken and assessments therefor may be made by the Board of Directors, at the discretion thereof.

(c) All utilities, fixtures and equipment installed within a residence on any Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of the building, shall be maintained and kept in repair by the owner thereof. An owner shall do no act nor any work that will impair any easement or hereditement nor any act nor allow any condition to exist which will adversely affect the other residences or their owners.

(d) Without prior written approval and authorization of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the Properties, nor upon any structure situated thereon other than a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.

(e) Refuse piles or other unsightly objects or materials shall not be allowed to be placed or to remain upon the Properties. The Association shall have the right to enter upon said lands and remove such refuse piles or other unsightly objects or materials at the expense of the owner responsible therefor, and such entry shall not be deemed a trespass provided three (3) days' prior notice has been given to the owner and failure of owner to remove same.

(f) No commercial type vehicles and no trucks shall be parked on the Properties except while engaged in transport. For the purposes of this covenant, a 3/4 ton or smaller vehicle, commonly known as a pickup truck, shall not be deemed to be a commercial vehicle or truck.

(g) No free-standing mailbox shall be erected unless approved by the Architectural Committee.

(h) No Lot or easement shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be disposed of in a sanitary manner, pursuant to rules and regulations adopted by the Association.

(i) The Board of Directors is authorized to adopt rules and regulations relating to the parking of vehicles on the common facilities. Such rules shall assure the utilization of parking spaces by all owners in a fair and equitable manner and shall prohibit the use of parking areas for storage of motor vehicles, boats, trailers, campers, housetrailer or any other object, vehicle or equipment.

Section 6. EASEMENTS. Each Lot and the common facilities shall be subject to an easement for encroachments created by construction, settling and overhangs, and for utilities and utility services, as designed or constructed by the Declarant, and for the maintenance of same.

Section 7. ENFORCEMENT OF COVENANTS. The Association is herewith vested with authority by Declarant and is assigned the rights of Declarant to enforce, to the same extent as Declarant might, any and all covenants running with the Properties, or with other lands in which Declarant, its successors and assigns, has an interest or right of enforcement, including but not limited to all covenants contained herein, or in protective covenants recorded against the Properties, if any; provided that the authority and rights herein granted and assigned shall not preclude Declarant from proceeding to enforce any or all of said covenants, whether or not the Association is acting in that regard.

## ARTICLE VII

### INSURANCE AND INDEMNIFICATION

Section 1. INSURANCE. The Association shall maintain at all times insurance policies for such coverages, and in such amounts as the Board of Directors deems necessary.

Section 2. INDEMNIFICATION. Each officer and director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in any proceeding to which he may be a party, or in which he may become involved

by reason of his being or having been an officer or director of the Association, or any settlement thereof, whether or not he is an officer or director of the Association at the time such expenses are incurred, except in such cases wherein such officer or director is adjudged guilty of willful malfeasance in the performance of his duties.

#### ARTICLE VIII

##### GENERAL PROVISIONS

Section 1. ENFORCEMENT. The Association, or any owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, servitudes, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. AMENDMENT. The covenants, conditions and restrictions in this Declaration shall run with the land and be binding upon all owners for a term of ten years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years each; provided, however, that the owners of three-fourths of the Lots in the Properties subject thereto (including Properties hereafter annexed, if any) may amend, modify or terminate any portion of this Declaration, effective as of the end of any such ten-year period, by executing and acknowledging an appropriate agreement in writing for such purpose and recording same in the Office of the County Clerk and Recorder of Mesa County, Colorado, at least six month prior to the expiration of such ten year period.

Section 4. REGISTRATION BY OWNER OF MAILING ADDRESS.

Each Owner shall register his mailing address with the Association, and all notices, statements or demands intended to be served upon an owner shall be deemed delivered when deposited in the United States Mail, postage prepaid, addressed in the name of the owner to such registered mailing address.

IN WITNESS WHEREOF, Declarant has caused its corporate name and seal to be hereunto signed and affixed by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 1979.

THE FALLS DEVELOPMENT COMPANY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

"Partners"

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF MESA        )

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 1979, by

as Partners of The Falls Development Company, a Colorado Partnership.

Witness my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public

ARTICLES OF INCORPORATION

OF

THE FALLS HOMEOWNERS ASSOCIATION, INC.

The undersigned, acting as the incorporator of a corporation under the Colorado Non-Profit Corporation, Act, Article 20 of Title 7, Colorado Revised Statute 1973, hereby adopts the following Articles of Incorporation for such corporation:

FIRST: The name of the corporation is The Falls Homeowners Association, Inc.

SECOND: The period of its duration is perpetual.

THIRD: The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. The purposes for which it is formed are primarily to promote the common good and general welfare of the community, and in particular, of the property platted as "The Falls, Filing No. One", Mesa County, Colorado, hereinafter referred to as the "Properties", to bring about civic betterment and social improvements, and for these purposes to:

a. own, acquire, build, improve, operate and maintain the "common facilities", as more particularly described in a Declaration of Covenants, Conditions, Restrictions and Lien, of The Falls Homeowners Association, Inc. (the "Declaration"), recorded in the Office of the County Clerk and Recorder of Mesa, County, Colorado;

b. maintain roads, streets, driveways and parking areas not maintained by governmental authority.

c. fix assessments to be levied against the Properties;



d. enforce any and all covenants, restrictions, and liens for the benefit of the corporation and agreements applicable to the Properties, whether contained in the Declaration or not;

e. pay taxes, if any, on the common facilities; and,

f. insofar as permitted by law, do any other thing that, in the opinion of the Board of Directors, will promote the social welfare, common good and general welfare of the residents and owners of the Properties, protect the value and desirability and enhance the safety and habitability of the Properties, or bring about civic betterment or social improvements.

FOURTH: Provisions for the regulation of the internal affairs of the corporation, including provisions for the distribution of assets on dissolution or final liquidation, are:

1. Members and Voting. The membership of the corporation shall consist of such classes of members as may be provided for in the By-Laws and/or the Declaration. Cumulative voting of members in the election of directors shall not be allowed.

2. Management. The affairs of the corporation shall be managed by its Board of Directors, as provided in the By-Laws and/or the Declaration.

3. Prohibited Activities. No part of the income or net earnings of the corporation shall be distributable to or inure to the benefit of its members, directors, officers, or any individual; provided, however, that reasonable compensation may be paid for any services rendered to the corporation, and payments and distributions may be made in furtherance of the purposes set forth in Article Third hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda or

otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal income taxation under the provisions, applicable to this corporation, of Section 501(c) of the Internal Revenue Code of 1954, as amended, (or the corresponding provision of any future United States or Colorado law).

4. Distribution of Assets. In the event of dissolution of the corporation, the property and assets thereof remaining, after providing for all obligations and liabilities of the corporation, shall then be disposed of exclusively for the purposes of the corporation in such manner, or to such organization or organizations exempt from taxation under Section 501(c) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States or Colorado law), as shall be determined by the Board of Directors.

5. By-Laws. The By-Laws of the corporation shall govern its internal affairs. The By-Laws shall conform to law and the provisions of these Articles of Incorporation.

FIFTH: The address of the initial registered office of the corporation is 2585 H Road, Grand Junction, Colorado 81501; and the name of its initial registered agent at such office is Robert P. Gerlofs.

SIXTH: The number of directors constituting the initial Board of Directors of the corporation is five (5) and the names and address of the persons who are to serve as the initial directors are:

