



4 Fred E. & T.L. Peaslee  
2707 "B 3/4" Road  
Grand Junction, Colorado  
81503

Floyd R. & Marjorie  
Steinbeck  
250 Sherman Drive  
Grand Junction, Colorado  
81503

Tilton Construction Co.  
2975 "A 1/2" Road  
Grand Junction, Colorado  
81503

#3-83  
D.D. & A.M. Williamson  
274 "27" Road  
Grand Junction, Colorado  
81503

#3-83  
Marie J. Tilton  
268 1/2 "27" Road  
Grand Junction, Colorado  
81503

#3-83  
Mr. Larry Lampshire  
268 "27" Road  
Grand Junction, Colorado  
81503

#3-83  
M.J. & D.M. Debelock  
204 Sherman Drive  
Grand Junction, Colorado  
81503

#3-83  
Robert & Susan Breckenridge  
210 Sherman Drive  
Grand Junction, Colorado  
81503

#3-83  
William W. & M.T. Basham  
150 Sherman Drive  
Grand Junction, Colorado  
81503

#3-83  
Mr. Clifford Young  
144 Sherman Drive  
Grand Junction, Colorado  
81503

#3-83  
Alta Fontanari  
3312 "E 3/4" Road  
Clifton, Colorado 81520

#3-83  
J. C. Wilkinson  
124 Sherman Drive  
Grand Junction, Colorado  
81503

#3-83  
Mr. Larry A. Crites  
118 Sherman Drive  
Grand Junction, Colorado  
81503

#3-83  
Delfin J. Martinez  
110 Sherman Drive  
Grand Junction, Colorado  
81503

#3-83  
Winnifred Bisham  
104 Sherman Drive  
Grand Junction, Colorado  
81503

#3-83  
Mr. Leo Fredrickson  
110 Dorothy Street  
Grand Junction, Colorado  
81501

#3-83  
Mr. Antonio Felix Rivas  
104 Dorothy Street  
Grand Junction, Colorado  
81501

#3-83  
Mr. Robert Crespin  
203 Sherman Drive  
Grand Junction, Colorado  
81503

#3-83  
Mr. Gilbert Archuleta  
209 Sherman Drive  
Grand Junction, Colorado  
81503

#3-83  
Mr. James Karp  
101 Canary Court  
Grand Junction, Colorado  
81503

#3-83  
Mr. Rex Schoonover  
278 Gary Drive  
Grand Junction, Colorado  
81503

#3-83  
Marion Jowers  
2704 U. S. Highway 50  
Grand Junction, Colorado  
81503

#3-83  
Mr. Bill Crawford dba  
GLB Enterprises  
948 Third Avenue  
Grand Junction, Colorado  
81501

#3-83  
Mr. Larry Feather  
Post Office Box 2031  
Grand Junction, Colorado  
81502

#3-83  
Ruby Smith  
1050 White Avenue  
Grand Junction, Colorado  
81501

#3-83  
Mr. David Gage  
172 Rainbow Drive  
Grand Junction, Colorado  
81503

#3-83  
Mr. Steven Hagerman  
277 Oak Court  
Grand Junction, Colorado  
81501

#3-83

#3-83

#3-83  
Deane Scott

#3-83

Mr. David Lundy 3-83  
275 Oak Court  
Grand Junction, Colorado  
81503

Mr. Stanley Scott  
135 Vista Grande Street  
Grand Junction, Colorado  
3-83 81503

\* Colorado West Engineering  
835 Colorado Avenue  
Grand Junction, Colorado  
3-83 81501

Mr. Michael Griffin 3-83  
276 Oak Court  
Grand Junction, Colorado  
81503

Olive Cyphers  
2712 "B 3/4" Road  
Grand Junction, Colorado  
3-83 81503

\* Mr. Kelly Taylor  
387 Hillview Drive  
Grand Junction, Colorado  
3-83 81501

Mr. Daniel Cass 3-83  
278 Oak Court  
Grand Junction, Colorado  
81503

Mary Van Matre  
2714 "B 3/4" Road  
Grand Junction, Colorado  
3-83 81503

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
VILLA PARK TOWNHOMES

THIS DECLARATION made on the date hereinafter set forth by Kelly Taylor of Grand Junction, Colorado, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain improved real property situate in the County of Mesa, State of Colorado, which is more particularly described in Exhibit "A" which is attached hereto and incorporated herein by this reference;

AND WHEREAS, Declarant desires to construct upon said real property townhouse residential improvements which will have shared common party walls as delineated in Exhibit "B" attached hereto and incorporated herein by this reference;

AND WHEREAS, Declarant will convey said townhouses connected by a party wall and subject to certain protective covenants, conditions restrictions reservations, liens and charges as hereinafter set forth:

NOW, THEREFORE, Declarant hereby declares that all of the real property described herein shall be held, sold and conveyed subject to the following easements, reservations, restrictions, liens, charges, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall insure to the benefit of each owner thereof.

ARTICLE I  
Definitions

A. "Association" shall mean and refer to the subdivision's homeowners association, its successors and assigns which shall be a Colorado not-for-profit corporation bearing the name of this Planned Unit Development project, the articles of incorporation and bylaws of which shall govern the administration of this planned unit development property, the members of which Association shall be all of the Owners of the Lots and dwelling units contained therein.

B. "Planned Unit Development" means all of the land and improvements initially submitted by this declaration and subsequently submitted as may be provided hereinafter.

C. "Building" means a single building containing townhouse units, as shown on the recorded plat and map related to the Planned Unit Development.

D. "Townhouse" means any Lot and the dwelling unit thereon as shown on Exhibit "B" together with all fixtures and improvements therein and including common ownership of the party wall shared by each townhouse unit.

E. "Owner" shall mean and refer to the record owner, whether one (1) or more persons, firm, corporation, partnership, association or other legal entity, or any

combination thereof of a fee simple title to any dwelling unit or Lot which is a part of the Properties including contract sellers but excluding performance of an obligation.

F. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may be hereafter be brought within the jurisdiction of the association.

G. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association of the time of the conveyance of the first lot is described as follows:

The property described in Exhibit "A" attached hereto; EXCEPTING THEREFROM the platted Lot Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24; and also EXCEPTING THEREFROM all dedicated roads and rights of way, as set forth in the Subdivision Plat of Villa Park Townhomes Subdivision recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_ of the Mesa County, Colorado, records.

H. "Common Expenses" means and includes expenses for maintenance, taxes, repairs, operation, management and administration of the Common Area and expenses declared Common Expenses by the provisions of this declaration and by the bylaws of the homeowners Association.

I. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area contained in or upon the planned unit development.

J. "Declarant" shall mean and refer to Kelly Taylor, his successors and assigns if such successors or assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II Property Rights

Section 1. Every Owner shall have a right and easement of enjoyment in and to the Common Area which 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 admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which an assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of member has been recorded.

Section 2. Any Owner may delegate, in accordance with the bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III  
Membership and Voting Rights

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(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, 1987.

Section 3. The Association shall provide for the maintenance and repair of all Common Area, including but not limited to the care of the landscaping, irrigation, street maintenance, and parking. In addition, the Association shall provide for the exterior maintenance of the townhouses as is more fully set forth in Article VI herein.

ARTICLE IV  
Covenant for Maintenance Assessments

Section 1. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) annual assessments or charges; and

(b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

Annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the homes situated upon the Properties.

Section 3. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five (5) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The board of directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Both annual and special assessment must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Assessments on unimproved and improved Lots owned by Declarant shall, notwithstanding anything to the contrary in the preceding sentence, be a rate equal to twenty-five (25) percent of the assessment rate applicable to Lots owned by Owners other than Declarant. After any Lot under the Declarant's control becomes occupied, the Declarant shall be required to be charged at a rate equal to the full assessment on that Lot. Declarant shall also, however, underwrite any difference between actual expenses of the Association and assessment levied [subject to annual assessment increases as determined in Section 3(a)] until Association control passes to Class A members.

Section 7. The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the recording of these covenants. The board of directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the board of directors. 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 specific Lot have been paid.

Section 8. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Association water or abandonment of his lot.

Section 9. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money loan evidenced by a first mortgage of record (including deed of trust) and to any executory land sales contract wherein the Administrator of Veteran Affairs is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether such contract is recorded or not. Sale or transfer of any lot shall not affect lien for said assessment charges except that sale or transfer of any Lot pursuant to foreclosure of any such mortgage or any such executory land sales contract, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture of any such executory land sales contract, shall extinguish the lien of such charges as to payments which became due thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture of any such executory land sales contract shall relieve any Lot from liability for any assessment charges thereafter becoming due, nor from the lien thereof.

Section 10. All Lots are subject to and bound by Public Service Company tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting of this subdivision, together with rates, rules and regulations therein provided and subject to all future amendments and charges thereto. The Owner or Owners shall pay as billed a portion of the cost of public



street lighting in the subdivision according to Public Service Company rates, rules and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

ARTICLE V  
Architectural Control

No Building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein 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 representatives appointed by the board. In the event said board, or its designated committee, 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.

ARTICLE VI  
Exterior Maintenance

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VII  
Non-Partitionability of General Common Elements

The general common elements shall be owned in common by all of the Owners of the units, and shall remain undivided and no Owner shall bring any action for partition or division of the general common elements. Nothing contained herein shall be construed as a limitation of the right of partition of a condominium-type unit between the owners thereof, but such partition shall not affect any other Lots or dwelling units.

ARTICLE VIII  
Party Walls

Section 1. 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.

Section 2. The cost of reasonable repair and maintenance of party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. If a party wall is destroyed or damaged by fire or other casualty, and 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 Owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. 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.

Section 5. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one (1) arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE IX  
Restrictive Covenants

A. No Building or carport shall be located on any of said Lots or land parcels in the subdivision nearer to the front line nor nearer to any street line than is provided in the accepted plan of the subdivision.

B. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the subdivision shall be used as a residence temporarily nor shall any structure of a temporary character be used as a residence.

C. No dwelling or a residential unit shall be permitted on any Lot or building site in said subdivision without specific written approval of the Architectural Control Committee as defined herein, as to size, design and materials.

D. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over any portion of the real property of each Lot as may be necessary, within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may change the direction or flow of drainage channels in the easements. The easement area of each Lot or Building site and all improvements in it shall be maintained continuously by the Owner or Owners of the Lot or Building site, except for those improvements for which public authority or utility company is responsible.

E. No noxious or offensive trade or activity shall be carried on on any Lot or dwelling unit nor shall anything be

dumped thereon which may be or become an annoyance or nuisance to the neighborhood.

F. All electrical and telephone service lines shall be provided as shown in plats of record including amendments and subsequent filings.

G. No animals, including but not by way of limitation, horses, cows, pigs, goats, chickens, ducks and other domesticated animals, except household pets shall be maintained temporarily or permanently on any of the said lots or dwelling units contained herein. Each Owner may have no more than two (2) household pets.

H. No recreational vehicles, campers, trailers, mobile homes shall be kept or parked, either permanently or temporarily upon any portion of the Properties and Common Areas.

I. No on-street parking of vehicles shall be allowed. All vehicles shall be parked on the Owners property or in areas designated for parking. This covenant shall apply to Owners and their tenants and visitors.

J. The garages attached to each townhome shall not be used by any person as a living area or place of habitation.

k. All Owners shall own and keep current standard homeowners insurance policies insuring each Owners townhome in an amount equal to the market value thereof. Proof of such coverage shall be provided to the Association during the first week of January each year, or upon request of the Association. In the event an Owner shall fail to insure his townhome, the Association may purchase said insurance and any costs thereof may be assessed against said Owner pursuant to Article IV herein.

L. All Common Area and easements with the Properties may be utilized for utilities, irrigation and drainage as needed, unless otherwise noted on the recorded plat of Villa Park Townhomes Subdivision.

M. If the parties hereto or any of them or their heirs and assigns shall violate or attempt to violate any of the covenants herein or provisions hereof, it shall be lawful for any other person or persons or association or corporation, owning real property situated within the land platted by the recorded map and plat described herein to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or provision and either to prevent him or them from so doing or recover damages or other dues for such violation.

N. The invalidation of any of these covenants or provisions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE X  
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, reservations,

liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75) percent of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional Properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1983.

\_\_\_\_\_  
Declarant

EXHIBIT "A"

A tract or parcel of land situated in the NW 1/4 of the SW 1/4 of the NW 1/4 of Section 25, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado. Said tract or parcel being more particularly described as follows:

Commencing at the Northwest corner of the NW 1/4 of the SW 1/4 of the NW 1/4 of Section 25, T. 1 S., R. 1 W. of the Ute Meridian and considering the North line of the SW 1/4 of the NW 1/4 of said Section 25 to bear S 90 00'00" E and all bearings contained herein to be relative thereto; thence S 90 00'00" E along the North line of the SW 1/4 of the NW 1/4 of said Section 25 a distance of 238.00 feet, thence S 00 01'30" E 20.00 feet to the Point of Beginning. Also being the Southerly right-of-way of B 3/4 Road, thence S 90 00'00" E along said Southerly right-of-way 422.58 feet to the East line of the SW 1/4 of the NW 1/4 of said Section 25, thence leaving said East line N 90 00'00" W 132.58 feet, thence N 89 58'39" W 290.00 feet, thence N 00 01'30" W 309.89 feet to the Point of Beginning; EXCEPTING THEREFROM Lots 25 and 26 of Villa Park Townhomes Subdivision as depicted in the Subdivision Plat thereof recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_ of the Mesa County, Colorado, records.

ARTICLES OF INCORPORATION  
OF  
VILLA PARK TOWNHOMES  
HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Colorado Nonprofit Corporation Act, Colo. Rev. Stat. § 7-21-101, et seq., (1973), the undersigned, all of whom are residents of Mesa County, Colorado, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is VILLA PARK TOWNHOMES HOMEOWNERS ASSOCIATION, INC., hereafter called the "Association."

ARTICLE II

The principal office of the Association is located at \_\_\_\_\_

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ARTICLE III

Kelly Taylor, whose address is 387 Hillview Drive, Grand Junction, Colorado, is hereby appointed the initial registered agent of this Association. The address of the initial registered office of the Association is 387 Hillview Drive, Grand Junction, Colorado 81501.

ARTICLE IV

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area described in Exhibit "A" attached hereto and by reference incorporated herein, and to promote the health, safety, and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration,"

applicable to the property and recorded or to be recorded in the office of the Mesa County Clerk and Recorder, Mesa County, Colorado, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

c) acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Colorado by law may now or hereafter have or exercise.

#### ARTICLE V

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants

of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

## ARTICLE VI

### VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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, 1987.

## ARTICLE VII

### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a board of nine (9) directors, who need not be members of the Association. The number of directors may be changed by amendment of the ByLaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:







EXHIBIT "A"

A tract or parcel of land situated in the NW 1/4 of the SW 1/4 of the NW 1/4 of Section 25, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado. Said tract or parcel being more particularly described as follows:

Commencing at the Northwest corner of the NW 1/4 of the SW 1/4 of the NW 1/4 of Section 25, T. 1 S., R. 1 W. of the Ute Meridian and considering the North line of the SW 1/4 of the NW 1/4 of said Section 25 to bear S 90 00'00" E and all bearings contained herein to be relative thereto; thence S 90 00'00" E along the North line of the SW 1/4 of the NW 1/4 of said Section 25 a distance of 238.00 feet, thence S 00 01'30" E 20.00 feet to the Point of Beginning, also being the southerly right-of-way of B 3/4 Road, thence S 90 00'00" E along said southerly right-of-way 422.58 feet to the East line of the SW 1/4 of the NW 1/4 of said Section 25, thence leaving said southerly right-of-way S 00°01'30" E along said East line 310.00 feet, thence leaving said East line N 90 00'00" W 132.58 feet, thence N 89 58'39" W 290.00 feet, thence N 00 01'30" W 309.89 feet to the Point of Beginning; EXCEPTING THEREFROM Lots 25 and 26 of Villa Park Townhomes Subdivision as depicted in the Subdivision Plat thereof recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_ of the Mesa County, Colorado, records.

VILLA PARK TOWNHOMES

Development Schedule

- May, 1983 - Begin Construction of utilities, street and units. All construction to progress over 18 months.
- November, 1984 - All construction, including open space and amenities to be completed.

**COLORADO  
WEST  
ENGINEERING**

CONSULTING CIVIL ENGINEERS

~~885 COLORADO AVE.~~ GRAND JUNCTION, COLORADO 81501  
1006 Main St. 303/245-5112

April 1, 1983

City Planning  
559 White Ave. Room 60  
Grand Jct., CO 81501

RE: VILLA PARK TOWNHOMES - FINAL PLAN & PLAT

Dear City staff,

As outlined in our letter of January 20, 1983, all review comments have been addressed and/or resolved.

The 8" water line shall be looped into Sherman Drive, as requested by City Fire. Hydrant spacing meets the 300' minimum requirement; on-street parking shall be prohibited.

An appraisal is included as requested by City Parks Department.

Easements are shown on the Final Plan & Plat, as requested by Mountain Bell.

Storm drainage shall be run to proposed improvements on B 3/4 Road and then to Pinion Street, as discussed with Ron Rish. The attached/detached sidewalk design has also been discussed and approved by Mr. Rish.

The additional 5' right-of-way has been provided across entire project frontage. The property owner and developer have submitted a request for an improvement district for B 3/4 Road. Discussions with Daryl Lowder indicate that has been received for consideration, but we won't know the actual scheduling until later this spring. Since the actual design for improvement at the intersection of 27 Road and B 3/4 Road needs to be worked out between the property owner and City Engineering, Mr. Taylor has decided to improve this developments frontage, if the improvement district doesn't materialize within a reasonable period of time.

Additional visitor parking spaces have been added to the design, as well as increased driveway lengths on the southern units. The Covenants prohibit the use of garages for storage only, and the use of visitor parking spaces for recreational vehicles.

We would also like to briefly address Mr. Duane Scott's letter of January 28, 1983.

1. Street shall be public, as indicated on the plan.
2. Developer is, and will continue to work with the City on B 3/4 Road improvements.
3. Paving of B 3/4 Road will end at East end of Pinion Street, or East end of development.
4. This public street section prohibits on-street parking.
5. Our design has provided 14 visitor parking spaces.
6. As stated earlier, recreational vehicle parking is prohibited by the Covenants.
7. Garbage disposal will be individual pickup, as specified by Mr. Bill Reeves,
8. Each of the 24 lots will remain part of the entire development, with an interest in the common open areas and amenities.
9. Postal service shall be curb side to paired mail boxes at 50% occupancy of the development.
10. Unit style and arrangement has not changed.

We hope this satisfies all concerns. If you have any questions please contact our office.

Sincerely,  
COLORADO WEST ENGINEERING

by Tamra Ollinger  
Tamra Ollinger  
Project Coordinator

Grand Junction, Colo  
April 21, 1983

City/County Planning Commission  
Mesa County Courthouse Annex  
Grand Junction, Colorado 81501

Re: 3-83 Final Plat & Plan

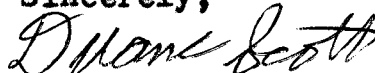
The plan and description now on file calls for forming an improvement district for B 3/4 Rd. from 27 Rd. to the East side of Pinon Street. That is not what was discussed or proposed by the developer at the public hearing.

I strongly oppose this part of the plans. Much of the opposition to the whole project desolved, when it appeared that something like this would not be done.

I have discussed my position with some staff members, and they say that for the developer to pay for the part of the street along my lot would be enrichment to me. In light of this statement, it needs to be said that the City of Grand Junction required me to pay for a ditch crossing 1 block North of this development on Pinon St., before I could proceed with that project. That was enrichment to others, forced on me by the City. In fact, the Villa Park Townhomes is designed to make use of that crossing and drainage.

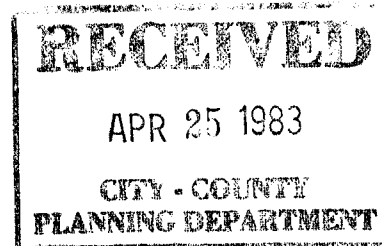
It is my contention that I have paid a fair share, and should not be required to pay any more. I spent between \$9,000 and \$10,000 on the crossing and drainage, and can support this amount. Any cost for the lot I own on B 3/4 Rd. should be offset against the expense I have already incurred.

Sincerely,



Duane Scott

cc: Roger Foisy  
G.J. City Council  
Robert Holmes



**COLORADO  
WEST**

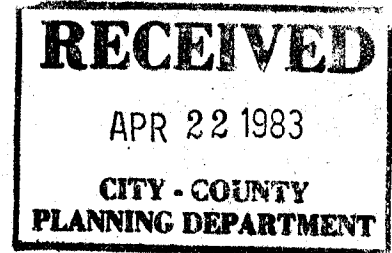
**ENGINEERING** 1006 Main Street 303/245-5112

CONSULTING CIVIL ENGINEERS

~~885 COLORADO AVE.~~ GRAND JUNCTION, COLORADO 81501

April 25, 1983

City Planning Department  
559 White Avenue, Room 60  
Grand Junction, Colorado 81501



RE: Response to Review Comments for Villa Park  
Townhomes - Final Plan and Plat

Dear City Staff;

City Utilities - The developer intends for Villa Park Court to be dedicated to and maintained by the city as a public street.

City Parks - Appraisal on file with City Planning; copy has been sent to City Parks Department.

City Fire - Accepts fire protection as shown.

City Engineer - Attached sidewalk shall be monolithic with curb and gutter. We do not feel the island parking will cause difficulty when backing out of driveways in this location. People backing out of their driveways on the South side have 13 feet of driveway then a full 2 - lane street width to back into. Since this street section prohibits on-street parking, visibility and maneuverability should be greater than locations where on street parking is allowed.

Pavement design calculations shall be submitted for construction review, if needed, after City Council approval of this project. Two alternatives for the developer's share of "B 3/4" Road improvements are being discussed with City Engineering and Planning Staff.

Mountain Bell - Easements adequate as shown.

Public Service - No objections.



Planning Staff - Plan has addressed all previous concerns of the staff and individuals.

We also would like clarification on the ROW improvements to "B 3/4" Road. We believe the Improvement District would be best, but have been unable to obtain very definite information from City Engineering over the last four months. It is our understanding, at this point, that the Improvement District will be acted on by City Council in June 1983.

If the Improvement District does not materialize the developer shall be responsible for half ROW improvements from "27" Road east to Villa Park entrance, as requested by GJPC and city staff. However, we feel the City should be responsible for acquisition of ROW from this developments West property line, West to "27" Road.

Lot 20 and 21 should not have a problem with driveway sharing and maneuverability. Obviously common courtesy will need to be observed if two vehicles are moving at the same time. Parking is not allowed in this easement.

Developer shall design sign at intersection so it allows good sight distance.

Regarding the parking easement near the entry:

The entire ROW width is shown on the plat, whereas the plan shows the 4.5 foot open space, the four foot sidewalk, and .5 foot open space between sidewalk and property line; the nine foot difference which is all within the ROW.

Setbacks are being added to the plat as requested.

Irrigation water: Concern expressed at last GJPC for providing irrigation water for an additional 24 homes. Irrigation water is being provided to open space areas only, not 24 individual residences.

Concern was also expressed regarding outside access to ditch at South property line, therefore the fence has been moved to the North easement line, rather than property line so the ditch will be outside the

fenced area. Gates will be provided to allow access to ditch from Subdivision interior.

Drainage concerns have been resolved with the requirements of Ron Rish. Drainage shall run to proposed improvements in "B 3/4" Road, then to Pinion Street.

Please contact our office if you have any further questions or concerns.

Sincerely,  
COLORADO WEST ENGINEERING

by Tamra Ollinger  
Tamra Ollinger  
Project Coordinator

TO/rjs

CC: Mr. Kelly Taylor  
File 727.3, 2 of 2

# REVIEW SHEET SUMMARY

FILE NO. 3-83 2 of 2 TITLE HEADING Villa Park Townhomes DUE DATE 4/14/83

ACTIVITY - PETITIONER - LOCATION - PHASE - ACRES Petitioner: Fred and Tommie Peaslee.

Location: South of B.75 Road, approximately 240 feet East of 27 Road. A request for a final plat and plan of 24 units on approximately 2.99 acres in a planned residential zone at 10 units per acre. a. Consideration of final plat. b. Consideration of final plan.

PETITIONER ADDRESS Kelly Taylor, 387 Hillview Drive

ENGINEER Colorado West Engineering - 1006 Main

Type

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
4/6/83	City Utilities	The driveway/parking lot called Villa Park Court should be dedicated to and maintained by the city as a public street. <span style="float: right;">not!</span>
4/14/83	City Parks	Need appraisal.
4/14/83	City Fire	The Fire Department has no objections to this final plat. We can accept fire protection as shown on final plan.
4/14/83	City Engineer	I reserve comment on pavement sections shown until pavement design calculations are submitted and reviewed. Attached sidewalk where used should be monolithic with the curb and gutter. Power of Attorney or other suitable improvements commitment should be granted for full street improvements for B 3/4 Road. We have had bad experience with "island parking" in the form of complaints about difficulty in backing into the islands when backing out of driveways. All details submitted will be reviewed for construction upon request after City Council approval of the project.
4/15/83	Planning Staff	The plan seems to address all the previous concerns of the staff and individuals. We would however like clarification on the ROW improvements to B 3/4 Roads. The street Improvements District is the best, but we would like to see the improvements from Pinion west to 27 Road as part of the approval. As development occurs to the east of this project, the additional improvements will be their responsibility. What is a reasonable timeframe for a final decision re: these ROW improvements?  Lot 20, 21 may have some problems re: the driveway sharing and maneuverability. Has this been resolved? Everything else seems to be resolved, looks good. Watch for a sight distance problem with the sign at the intersection (low level 30" max.). On plat, the visitor parking near entry shows only 11 feet parking easement. The plan shows 20' please clarify depth on plat. On plat, please indicate setbacks.
4/15/83 LATE	Public Service	Electric and Gas: No objections to Final Plan.
4/18/83 LATE	Mountain Bell	Utility easements are adequate. A developer contract will be required.

GJPC MINUTES, APRIL 26, 1983

MOTION: (COMMISSIONER LITTLE) "MR. CHAIRMAN, I MOVE IN CASE #3-83, VILLA PARK TOWNHOMES, REQUEST FOR FINAL PLAT, THAT WE FORWARD THIS TO CITY COUNCIL WITH THE RECOMMENDATION OF APPROVAL."

COMMISSIONER RINKER SECONDED THE MOTION.

CHAIRMAN TRANSMEIER REPEATED THE MOTION, CALLED FOR A VOTE, AND THE MOTION CARRIED 5-0.

(Cont. on p. 2)

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
		GJPC MINUTES, APRIL 26, 1983 (Cont.) MOTION: (COMMISSIONER LITTLE) "MR. CHAIRMAN, I MOVE IN CASE #3-83, VILLA PARK TOWNHOMES, REQUEST FOR FINAL PLAN, THAT WE FORWARD THIS TO CITY COUNCIL WITH THE RECOMMENDATION OF APPROVAL, CONTINGENT UPON: THE STREET IMPROVEMENT DISTRICT BEING APPROVED OR RE-REVIEWED PRIOR TO CONSTRUCTION; AND ALL OTHER STAFF AND REVIEW AGENCY COMMENTS." COMMISSIONER QUIMBY SECONDED THE MOTION. CHAIRMAN TRANSMEIER ASKED FOR THE TIMETABLE OF THE PROJECT. TAMARA OLLINGER RESPONDED THAT THE PROJECT IS AND (sic) 18-MONTH CONSTRUCTION SCHEDULE AND SHOULD BEGIN IN MAY. CHAIRMAN TRANSMEIER REPEATED THE MOTION AND CALLED FOR A VOTE. THE MOTION CARRIED BY A VOTE OF 5-0.



**COLORADO  
WEST  
ENGINEERING**

CONSULTING CIVIL ENGINEERS

1006 MAIN ST., GRAND JUNCTION, COLORADO 81501  
917 303 / 245-5112

Mr. Bob Golden  
City Planning Department  
559 White Avenue, Room 60  
Grand Jct., CO 81501

RE: Villa Park Townhomes and B 3/4 Road improvements

Dear Bob,

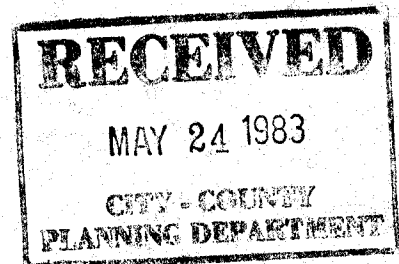
We have provided an Improvements Agreement that includes half right-of-way improvement costs for B 3/4 Road, and a guarantee that funds will be set aside for those half street improvements if an Improvement District is not formed.

Therefore, we have not submitted a Power of Attorney as requested. With a request for an improvement district already in process, and written promise to participate or provide half street improvements we do not see a need for a POA at this time.

If an Improvement District is not formed in the anticipated time frame (June or July), we will work with the City to provide an acceptable guarantee for these improvements.

Sincerely,  
COLORADO WEST ENGINEERING

by Tamra Ollinger  
Tamra Ollinger  
Project Coordinator

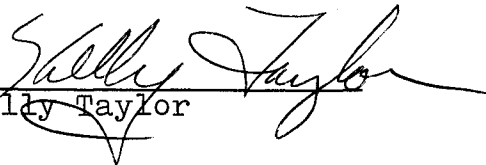


March 28, 1983

Mesa County Board of Commissioners  
County Courthouse  
Grand Junction, Colorado 81501

Guarantee of improvements as per Improvements Agreement as required for Villa Park Townhomes. The undersigned hereby guarantee not to request building permits within Villa Park Townhomes until such time as improvements are complete and a release from Improvements Agreement and Improvements Guarantee has been obtained.

Sincerely,

by   
Kelly Taylor

rjs

## CITY OF GRAND JUNCTION, COLORADO

## MEMORANDUM

Final File

#3-83  
2/2

Reply Requested

Yes  No 

Date

June 1, 1983

To: (From:) Jim Patterson

From: (To:) Ron Rish

RRR

SUBJECT: VILLA PARK TOWNHOMES

Final

As discussed in our meeting yesterday with Bob Goldin and Karl Metzner, the "guest parking" proposed on the above project creates a situation where the proposed public street becomes much like a parking lot. Concern about the City maintaining the "parking lot" was voiced by you through review comments. The City Engineer and Transportation Engineer were silent on the matter. I agree with your concern about the parking but do recommend the street remain public if the parking issue can be resolved satisfactorily.

On May 19, 1983, I was asked by Colorado West Engineering to review and approve for construction the plans for street improvements, storm drainage, sanitary sewers and waterlines. Listed below are my review comments on the submitted construction plans. I request that you respond to David Chase following resolution of the parking/public street issue.

1. The "visitor parking" areas designated on the "final plan" will not allow proper machine sweeping due to the sharp corners in the curbing. The islands proposed in the cul-de-sac will also act as barriers to vehicles backing out of the driveways and may cause maneuvering problems for large vehicles.
2. It is physically impossible to park full-size automobiles in the driveways immediately in front of the most westerly garages for units nos. 19 and 20 at the same time.
3. The fire hydrant location shown in the island depends on the raised curbing for protection. If the parking islands are deleted or moved, the hydrant should probably be moved to a more secure location.
4. The 8 inch waterline shown at  $2\frac{1}{2}$  ft. from the east wall of unit No. 10 is too close to the building. A minimum of 10 ft. should be maintained between the waterline and any building. The easements for waterlines should be 15 to 20 ft. wide to allow vehicular access in case of a break.
5. I recommend all comments concerning the irrigation system be deferred to the irrigation company with maintenance responsibility.
6. The standard notes included on the plans concerning City Standards should also refer to Standard Street Details Drawing ST-1.



CITY OF GRAND JUNCTION, COLORADO

MEMORANDUM

Reply Requested

Yes  No

Date

June 1, 1983

To: (From:) Jim Patterson

From: (To:) Ron Rish *RPR*

Villa Park Townhomes (page 2)

7. The cross-pans shown in the Pinion Street/Villa Park Court/B 3/4 Road intersection should be constructed by this developer to insure the site drainage from Villa Park Townhomes will get into the existing gutter of Pinion Street.
8. The pavement section thicknesses shown should be substantiated by submitted calculations based on a soils R=6 and assumed traffic projections.
9. B 3/4 Road improvements should be designed by the Street Improvement District designer so that adequate consideration is given to the fit of the street to all properties along this reach of B 3/4 Road. The submitted plan for Villa Park Townhomes should be considered but should not be approved for construction without study of the entire street.
10. The attached sidewalks should be constructed monolithically with the curb and gutter.

cc - Jim Bragdon  
Bob Goldin  
John Kenney  
Karl Metzner  
Ralph Sterry  
File

CITY OF GRAND JUNCTION, COLORADO

MEMORANDUM

Reply Requested

Yes  No

Date

Nov. 18, 1983

To: (From:) Janet C. Stephens From: (To:) Ken Reedy *KAR*

RE: VILLA PARK HOMES, AKA VILLA PARK TOWNHOMES

After a brief review of the sketch, I find that the streets proposed do not meet City Standards including right-of-way, street width, sidewalk detachment, and curb and gutter. The terminus of the east-west street should meet City cul-de-sac standards for equipment turn around.

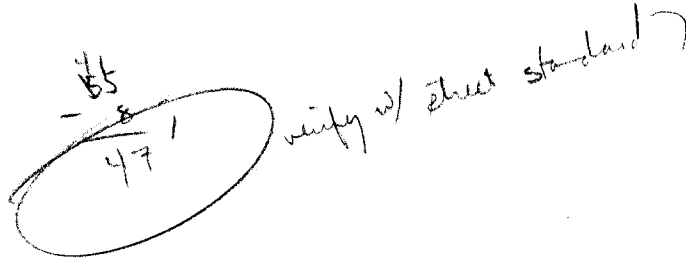
All streets should meet Local Streets Standards 55' ROW, ~~34~~ mat, detached sidewalks, vertical curb & gutter, etc.

At this density, on-street parking is critical.

hoping this is to be a public street

- not a court
- need on-street parking
- maybe o.k. attached sidewalk
- roll over curb - No -

must be vertical curb - (street-sweeper)



- cul-de-sac rather than hammerhead  
90' diameter

80' with two 5' sidewalks? ) back of sidewalk to back of sidewalk

(need appropriate vicinity map & description on review submittals)

11-21-83  
Informed Jeff Smith of findings re: this memo  
Jeff S. to inform Roger Fosley  
get back to us

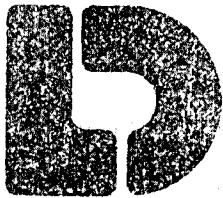
ABSTRACT:

The contents of this report are a Subsurface Soils Exploration and Foundation Recommendations for the proposed construction of a series of one or two story residential structures.

Topographically, the site is relatively flat with a slight overall gradient down toward the north.

The foundation soils encountered during drilling were noted to consist of a surface layer 6 to 13 feet thick of medium density lean clay deposited over dense clayey gravel and cobbles to a depth of approximately 22 feet below the present ground surface. Moisture content was moderate at the surface. With increasing depth, the moisture content was found to increase. A free water table was encountered 8 to 10 feet below the existing ground surface.

After consideration of the exploration and testing program described herein, it is our recommendation that a suitable shallow foundation system consisting of continuous footings beneath bearing walls and isolated spread footings beneath columns, if any, be used to carry the weight of the proposed structure. These footings, and column pads should be proportioned on the basis of a maximum allowable bearing capacity of 1400 psf with a minimum required dead load foundation pressure of 400 psf. Foundation pressures should be balanced within  $\pm 300$  psf for load bearing walls and similarly balanced for isolated columns around an average pressure about 150 psf lower than the average selected for the exterior walls.



Lincoln DeVore

1441 Motor  
Grand Junction, Colo 81501  
(303) 242-8968

March 16, 1983

Colorado West Engineering  
1006 Main Street  
Grand Junction, CO 81501

RE:                               SUBSURFACE SOILS EXPLORATION  
  
                                      VILLA PARK TOWNHOUSES  
  
                                      GRAND JUNCTION, COLORADO

Gentlemen:

Transmitted herewith are the results of a Subsurface Soils Exploration and Foundation Recommendations for the proposed Villa Park Townhouses. The site is located on Orchard Mesa in the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 25, Township 1 South, Range 1 West of the Ute Meridian.

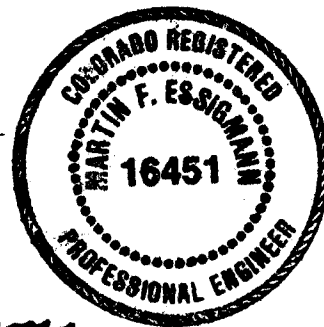
Respectfully submitted,

LINCOLN-DEVORE TESTING LABORATORY, INC.

By:

*Walter E. Vanderpool*

Walter E. Vanderpool  
Civil Engineer  
Grand Junction Office



Reviewed by:

*M. F. Essigmann*

WEV/jb

LDTL Job No. 47249J

All foundations must be well balanced and heavily reinforced to minimize differential movement.

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

Adequate drainage must be provided at all times. Water must never be allowed to pond above the foundation soils.

A Type II Cement would be recommended in all concrete in contact with the soil on this site.

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

Lincoln-DeVore has been informed that the soils information developed in this report is to be used to design the foundations for a series of one or two story wood frame structures. The information may or may not be valid for other purposes. If the proposed use is changed or types of construction proposed other than noted herein, the laboratory must be contacted to determine if the information in this report can be used for the new construction without further exploration being required.

The drainage recommendations given in this report are considered minimum requirements on the site as it presently exists to protect the proposed structures. Lincoln-DeVore has not been requested to complete a drainage plan for the area. Such a plan is outside the scope of this report

and the recommendations in this report cannot be considered to constitute such a plan. The site drainage plan should be completed by a qualified hydrologic engineer experienced in this area.

GENERAL:

The purpose of this exploration was to determine the general soil conditions of the site applicable to construction of a series of one or two story townhouses. Foundation loads for structures of this nature are normally light to medium weight in magnitude. Characteristics of the individual soils found in these test borings were examined with regard to the type of construction proposed insofar as that is known and described. In situ conditions of the soils noted herein were determined by the soil borings. Presumptive design characteristics of the soils are given for the structures and conditions known at the time of writing this report. Recommendations are included to match the described construction to the soil characteristics found. The information contained herein may or may not be valid for other purposes. If the proposed site use is changed, or types of construction proposed other than noted herein, Lincoln-DeVore must be contacted to determine if the information in this report can be used for the new construction without further exploration being required.

The topography of the site is relatively flat, being located on an alluvial plain of the Colorado River. The ground surface in the vicinity of the site has an overall gradient to the north towards the river. The exact direction of surface runoff on this site will be controlled to an extent by the proposed construction, and therefore, will be variable. In general, however, surface runoff will travel to the north, eventually entering the Colorado River. Surface and subsurface drainage on this site can be described as poor.

The foundation soils in this portion of Orchard Mesa are basically alluvial in nature. The deposit consists of a layer 10 to 15 feet thick of very coarse to fine grained clayey gravel and cobbles placed over formational shale of the Mancos Shale formation. These alluvial soils are covered with from 6 to 10 feet of medium density lean clay which has been deposited on the site by flooding and sheetwash activity in the past. The Mancos Shale may be considered as bedrock beneath this site.

The Mancos Shale can broadly be described as a thin-bedded, drab, light to dark gray marine shale, with thinly interbedded fine grain sandstone and limestone layers. Some portions of the Mancos Shale are bentonitic, and therefore, are highly expansive. The majority of the shale, however, has only a moderate expansion potential. Formational shale was encountered in Test Boring No. 1 at a depth of 22 feet. It is anticipated that this formational shale will not affect the construction and the performance of the foundations on the site.



BORINGS, LABORATORY TESTS AND RESULTS:

Five (5) test borings were drilled across the approximately two acre site and are located approximately as shown on the attached Test Boring Location Diagram. The five test borings were placed in such a manner as to obtain a reasonably good profile of the subsurface soils. All test borings were drilled with a power-driven, continuous auger drill. Samples were taken with a standard split-spoon sampler, thin-walled Shelby tubes, and by bulk methods.

The soils profile found on this site can be broadly described as a three layer system. The upper 6 to 10 feet of the profile was found to be medium density, moist to wet lean clay. Beneath this surface layer, the soils were found to consist of coarse to fine grained clayey gravel containing many subrounded to well rounded cobbles.

The precise gradational and plasticity characteristics associated with the soils encountered during drilling can be found on the attached Summary Sheets. The representative number for each soil group is indicated in a small circle immediately below the sampling point on the Drilling Logs. The following discussion of the soil groups will be general in nature.

The lines defining the change between soil types or rock materials on the Boring Logs and Soil Profiles are determined by interpolation and are, therefore, approximations. The transition between soil types may be abrupt or may be gradual.

Soil Type No. 1 classified as a lean clay (CL) of fine to very fine grain size. Soil Type No. 1 is moderately plastic of low permeability, medium to high moisture content, and of medium density. These soils have a mild tendency to expand upon the addition of moisture with swell pressures on the order of 250 to 400 psf being considered typical. While this magnitude of expansion should not be sufficient to affect the heavy structural members of the building, it can cause some movement beneath light structural members and floor slabs on grade. These soils will have a moderate tendency to long-term consolidation under applied foundation pressures. However, if the allowable bearing values given are not exceeded, we feel that differential movement would be tolerable. This soil group was found to have an allowable bearing value on the order of 1400 psf maximum. A minimum soil pressure of 400 psf will be required.

Soil Type No. 2 classified as a Clayey Gravel silty (GC/GM) of very coarse to very fine grain size. Soil Type No. 2 is low plastic, of low to moderate permeability and of medium to high density. In themselves, these soils will have virtually no tendency to expand upon the addition of moisture nor to long-term consolidation under applied foundation stresses. Granular materials, such as these, do have a tendency to settle rapidly under the initial application of static foundation pressures. However, these settlements are characteristically fairly rapid in nature and should be virtually complete by the end of construction. In any event, if

the allowable bearing values given in this report are not exceeded, and if recommendations pertaining to inspection, reinforcing, balancing and drainage are followed, it is felt that differential movement can be held to a tolerable magnitude. Foundations which will bear on Soil Type No. 2 may be designed on the basis of a maximum allowable bearing capacity of 5000 psf. No minimum soil pressure would be required.

The Boring Logs and related information show subsurface conditions at the dates and locations indicated. Soil conditions may differ at locations other than at the location of the test borings. If the structure is moved any appreciable distance from the locations of the test borings drilled, the soil conditions reported herein may not be the same as those at the new location. The passage of time may also result in a change in the soil conditions in the test boring locations.

A water table was encountered in a majority of the test borings placed on this site. The depth to free water was found to range from 8 to 10 feet below the present ground surface. This free water table is a permanent feature on the site and will tend to fluctuate somewhat depending upon external environmental effects. While the presence of this free water should not affect the foundations per se, basements and half basements could be damp because of the available free water.

Data presented in this report concerning groundwater levels are representative of those levels

at the time of our field exploration. These levels are subject to change by season or environmental conditions. Quantative information on rates of flow into excavations or pumping capacities necessary to dewater excavations is not included. If this information is believed to be necessary, tests such as permeability and pumping tests will be necessary. Such tests are outside the scope of this report.

CONCLUSIONS AND RECOMMENDATIONS:

Since the exact magnitude and nature of the foundation loads are not precisely known at the present time, the following recommendations must be somewhat general in nature. Any special loads or unusual design conditions should be reported to Lincoln-DeVore 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.

The analyses, conclusions and recommendations contained in this report are based on site conditions as they existed at the time of our exploration. It further assumes that the exploratory borings are representative of the subsurface conditions throughout the site.

It is recommended that a shallow foundation system consisting of continuous footings beneath all bearing walls and isolated spread footings beneath columns and other points of concentrated load, be used to transfer the weight of the proposed structure. Such a shallow foundation system may be designed on the basis of a maximum allowable bearing capacity of 1400 psf as an overall site average. A minimum pressure of 400 psf will be required.

Where conventional shallow foundation systems are used, it is recommended that they be well balanced and heavily reinforced. Contact stresses beneath exterior foundation walls should be balanced to within  $\pm 300$  psf at all points. Isolated interior column footings should be designed for unit loads of about 150 psf less than the average

of those selected for the exterior walls. The criterion for balancing will depend somewhat upon the nature of the structure. Single-story, slab on grade structures may be balanced on the basis of dead load only. Multi-story structures should be balanced on the basis of dead load plus approximately one-half the live load.

Stem walls, for a shallow foundation system, should be designed as a grade beam capable of spanning at least 12 feet. These "grade beams" should be horizontally reinforced both near the top and near the bottom. Major reinforcing should be near the bottom of the wall. The horizontal reinforcement required should be placed continuously around the structure with no gaps or breaks unless specially designed. Additional slant reinforcing (at 45°) should be placed at any step in the foundation walls. Vertical reinforcing will not be required to resist lateral pressures unless the loaded wall exceeds 5 feet in height.

Where the stem walls are relatively shallow, vertical reinforcing will probably not be necessary. However, where the walls retain soil in excess of about 5 feet in height, vertical reinforcing may be necessary to resist the active pressure of the soils along the wall exterior. To aid in designing such vertical reinforcing, the following equivalent fluid pressure can be utilized:

Soil Type No. 1 - Lean Clay (CL) - 55 pcf

It should be noted that the above value should be modified to take into account any surcharge loads applied at the top of the walls as a result of stored

goods, live loads on the floor, machinery, or any other externally applied forces. The above equivalent fluid pressure should also be modified for the effects of any free water table.

The bottom of all foundation components should rest a minimum of 2 feet below finished grade or as required by the local building codes. Foundation components must not be placed on frozen soils.

Prior to constructing floor slabs on grade, any unsuitable materials including topsoil, organics and unacceptable miscellaneous fills should be removed from the underslab areas. The resulting surface should be scarified and recompacted prior to placing the new fill.

A compacted gravel layer of 4 to 6 inches in thickness would be recommended beneath all slabs on grade. This gravel layer would act as a capillary break. A vapor barrier is recommended beneath all slabs on grade.

All floor slabs on grade must be constructed to act independently of the other structural portions of the building. These floor slabs should contain deep construction or contraction joints to facilitate even breakage and to help minimize any unsightly cracking which could result from differential movement. Floor slabs on grade should be placed in sections no greater than 25 feet on a side. Prior to constructing slabs on grade, all existing topsoil and organics must be removed from the building interior. Likewise, all foundations must penetrate the topsoil layer.

Any interior, non-load bearing partitions which will be constructed to rest on the floor slab

should be constructed with a minimum space of 1½ inches at either the top or bottom of the wall. The bottom of the wall would be the preferred location for this space. This space will allow for any future potential expansion of the subgrade soils and will prevent damage to the wall and/or roof section 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 so that surface water will be carried quickly away from the structure. The minimum gradient within 10 feet of the building will depend upon surface landscaping. Bare or paved areas should maintain a minimum gradient of 2%, while landscaped areas should maintain a minimum gradient of 5%. Roof drains must be carried across all backfilled areas and discharged well away from the structure.

If adequate surface drainage cannot be maintained or if any subsurface seepage is encountered during excavation for foundation construction, then a perimeter drain must be recommended for this building. This drain would consist of a perforated drain pipe, gravel collector and sand filter (or acceptable filter fabric layer). If sufficient topographic fall does not exist on the site to allow daylighting of the drain pipe, then a sealed sump and pump arrangement would be required to remove the collected moisture. Dry wells should not be used on this site. The peripheral drain would be strongly recommended if a floor area below finish grade is planned.



The existing drainage in the area must either be maintained or improved. Water should be drained away from the structures as rapidly as possible and should not be allowed to stand or pond in the area of the buildings. The surface drainage across the entire property must be carefully controlled to prevent infiltration and saturation of the foundation soils. All backfill around the buildings should be compacted to a minimum of 90% of its maximum Proctor dry density, ASTM D-698. Roof drains must be carried across all backfilled regions and discharged well away from the structures.

The overall drainage pattern should be such that water directed away from one structure is not directed against an adjacent structure. The surface grading must be such as to carry surface drainage around the structure. Snowfall removal and parking lot grading must be planned so that snow deposits do not block drainage on the surface or outlets of underground pipes.

Difficulties may be encountered during construction on this site and with performance of the foundation systems due to seasonal groundwater levels. Full basement type foundations are, therefore, not recommended on this site. Half basement foundations could be used in many instances, but should be well sealed and should be provided with a subsurface peripheral drain described in this report. The discharge of subsurface drains should be provided with a free gravity outfall to the surface if at all possible. If gravity outfall is not possible, then a lined sump and pump should be used, kept well away from the building.

Final grading after completion of the backfill operation should be such that natural drainage, existing prior to the construction be disturbed as little as possible. In particular, the drainage should not be such that water is channeled along the newly filled area which would result in accelerated erosion and damage in the backfill. A vegetative cover should be established as soon as possible in the backfilled area to minimize erosion in general.

Samples of the surficial native soils at this property that may be required to support pavements have been evaluated using the Hveem-Carmany method to determine their support characteristics. The results of the laboratory testing are as follows:

	R = 6
Expansion @ 300 psi =	4.24
Displacement @ 300 psi =	0

We would recommend that all subgrade fill, sub-base and aggregate base course materials be compacted to at least 90% of the maximum modified Proctor (ASTM D-1557) dry density specific to each material used. When sufficient information becomes available that will permit reasonable assumptions of the traffic volume and mix that are likely at this site, we would be pleased to further assist with the development of this project by preparing detailed pavement design recommendations, if you so desire.

No major difficulties are anticipated in the course of excavating into the surficial site soils that consist of lean clay. Because of the high moisture conditions, it is possible that some safety provisions such as the sloping

or bracing of the sides of excavations over 5 feet deep could be necessary. Any such safety provisions should conform to reasonable industry safety practices and applicable OSHA regulations.

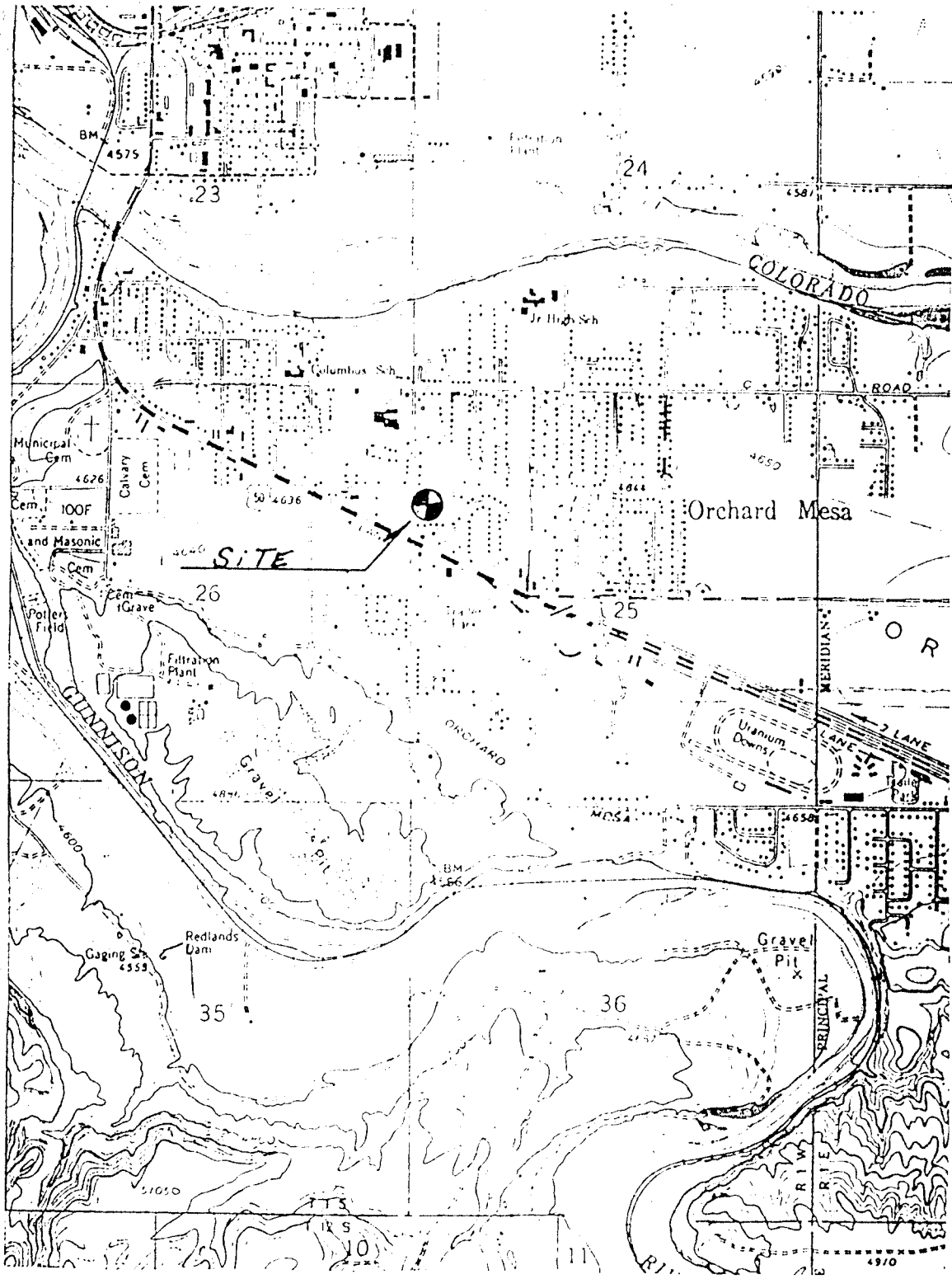
The soils on this site were found to contain sulfates in detrimental quantities. Therefore, a Type II Cement would be recommended in all concrete in contact with the soil. Under no circumstances should calcium chloride ever be added to a Type II Cement. In the event that Type II Cement is difficult to obtain, a Type I Cement may be used, but only if it is protected from the soils by an impermeable membrane.

The open foundation excavation must be inspected prior to the placing of forms and pouring of concrete to establish that adequate design bearing materials have been reached and that no debris, soft spots or areas of unusually low density are located within the foundation region. All fill placed below the foundations must be fully controlled and tested to ensure that adequate densification has occurred.

It is extremely important due to the nature of data obtained by the random sampling of such a heterogeneous material as soil that we be informed of any changes in the subsurface conditions observed during construction from those outlined in the body of this report. Construction personnel should be made familiar with the contents of this report and instructed to relate any differences immediately if encountered.

It is believed that pertinent points concerning the subsurface soils on this site have been covered

in this report. If soil types and conditions other than those outlined herein are noted during construction on the site, these should be reported to Lincoln-DeVroe so that changes in recommendations can be made, if necessary. If questions arise or further information is required, please feel free to contact Lincoln-DeVroe at any time.



SCALE - 1" = 2000'

SITE LOCATION DIAGRAM  
 WILLA PARK TOWN HOUSES  
 GRAND JUNCTION, CO.

**L** LINCOLN  
 DEVORE  
 ENGINEERS-  
 GEOLOGISTS

COLORADO: COLORADO SPRINGS,  
 PUEBLO, GLENWOOD SPRINGS,  
 GRAND JUNCTION, MONTROSE,  
 WYOMING: ROCK SPRINGS

B <sup>3</sup>/<sub>4</sub> ROAD

TH#1



TH#2



TH#4



TH#3



TH#5



NO SCALE



TEST BORING LOCATION DIAGRAM  
VILLA PARK TOWN HOUSES  
GRAND JUNCTION, CO.



LINCOLN  
DEVORE  
ENGINEERS-  
GEOLOGISTS

COLORADO: COLORADO SPRINGS,  
PUEBLO, GLENWOOD SPRINGS,  
GRAND JUNCTION, MONTROSE,  
WYOMING: ROCK SPRINGS

**SOILS DESCRIPTIONS:**

SYMBOL	USCS	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
	PI	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
<u>SEDIMENTARY ROCKS</u>	
	CONGLOMERATE
	SANDSTONE
	SILTSTONE
	SHALE
	CLAYSTONE
	COAL
	LIMESTONE
	DOLOMITE
	MARLSTONE
	GYPSUM
	Other Sedimentary Rocks
<u>IGNEOUS ROCKS</u>	
	GRANITIC ROCKS
	DIORITIC ROCKS
	GABBRO
	RHYOLITE
	ANDESITE
	BASALT
	TUFF & ASH FLOWS
	BRECCIA & Other Volcanics
	Other Igneous Rocks
<u>METAMORPHIC ROCKS</u>	
	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 <sup>0</sup> 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.

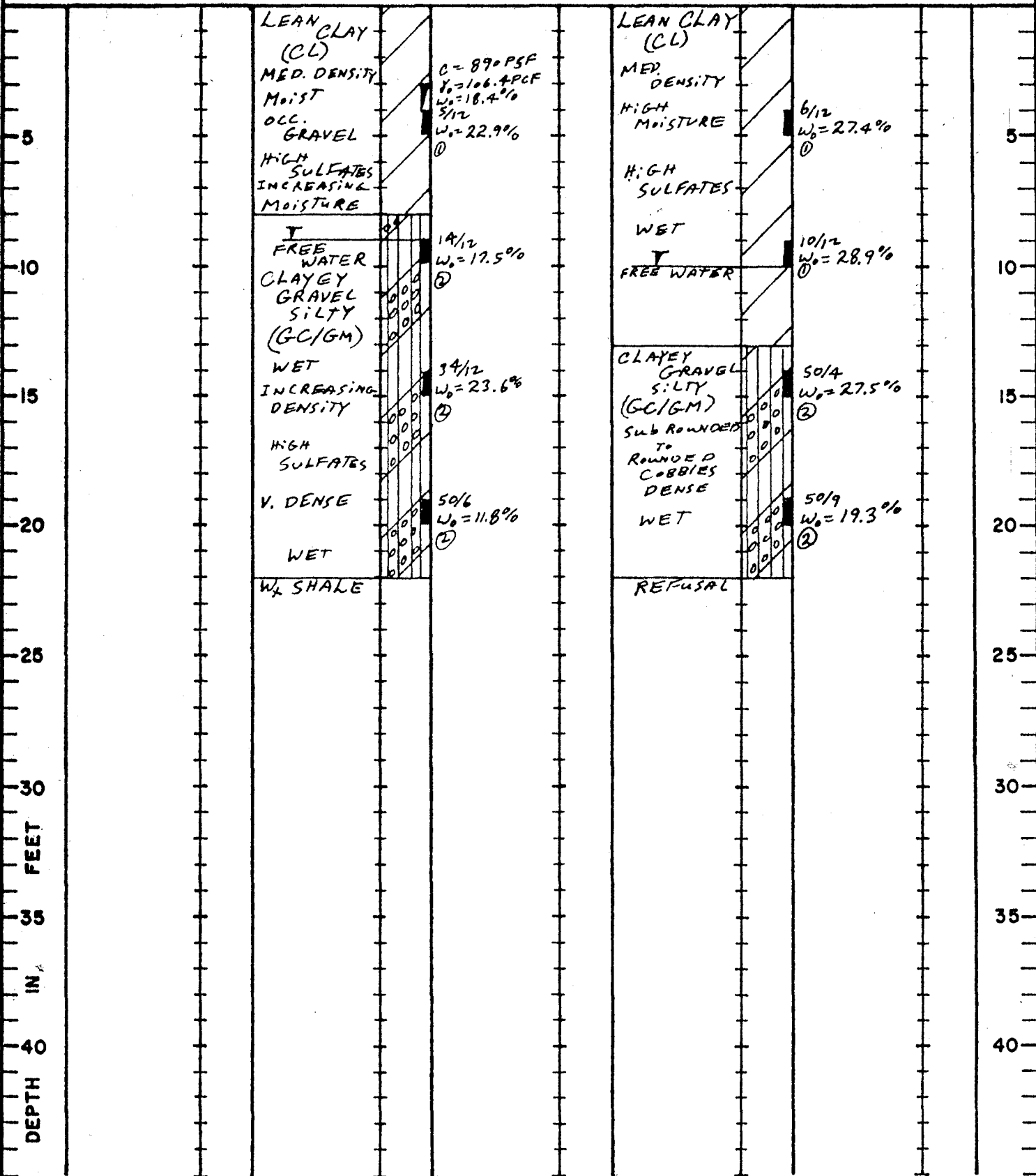
**LINCOLN DeVORE TESTING LABORATORY**  
 COLORADO: Colorado Springs, Pueblo, Glenwood Springs, Montrose, Gunnison, Grand Junction, - WYO. - Rock Springs

**EXPLANATION OF BOREHOLE LOGS AND LOCATION DIAGRAMS**

TEST HOLE NO.  
TOP ELEVATION

TH #1

TH #2



DRILLING LOGS

**L** LINCOLN  
DeVORE  
ENGINEERS-  
GEOLOGISTS

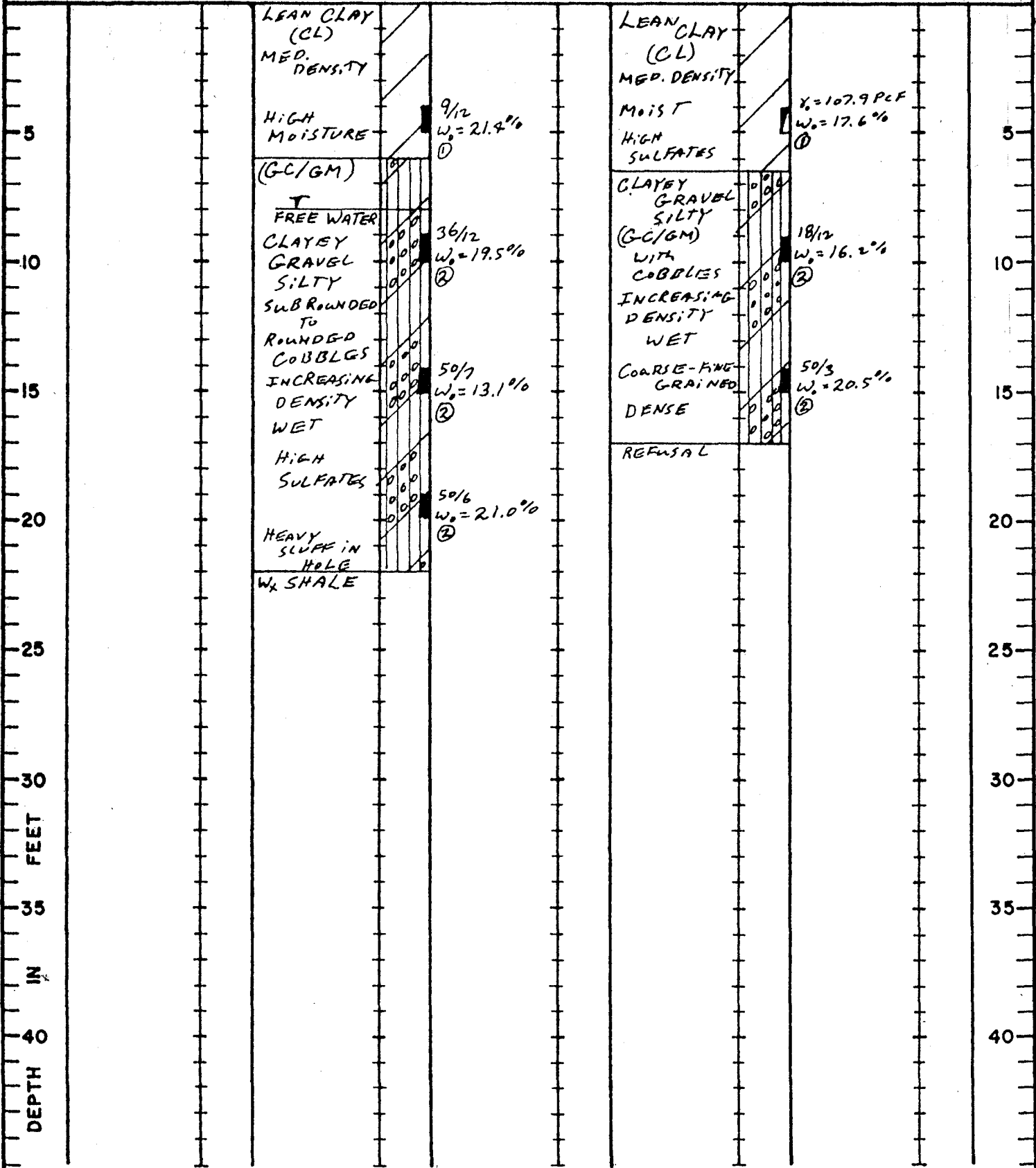
COLORADO: COLORADO SPRINGS,  
PUEBLO, GLENWOOD SPRINGS,  
GRAND JUNCTION, MONTROSE,  
WYOMING: ROCK SPRINGS



TEST HOLE NO.  
TOP ELEVATION

TH #3

TH #4



DRILLING LOGS

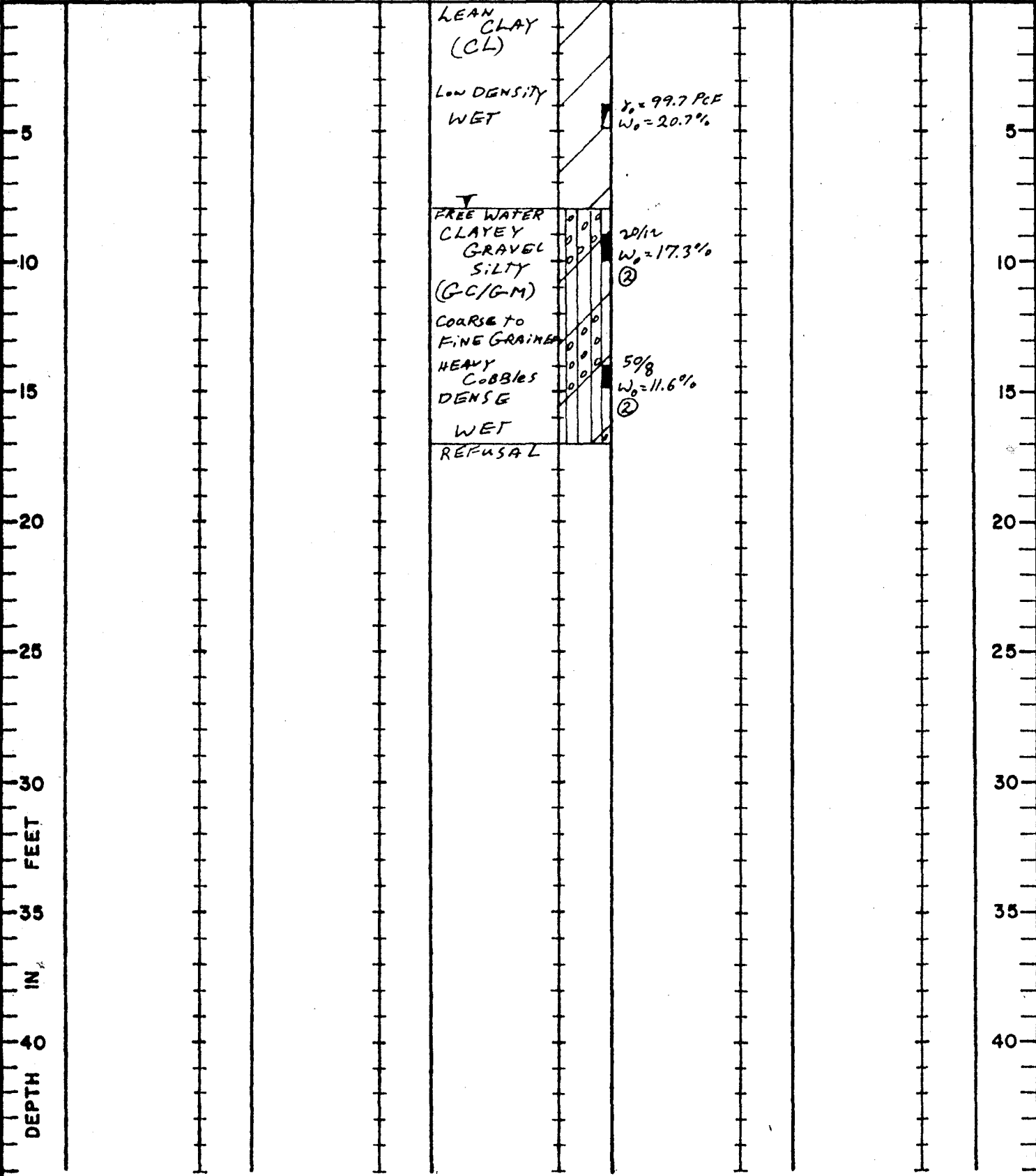


LINCOLN  
DeVORE  
ENGINEERS &  
GEOLOGISTS

COLORADO: COLORADO SPRINGS,  
PUEBLO, GLENWOOD SPRINGS,  
GRAND JUNCTION, MONTROSE,  
WYOMING: ROCK SPRINGS

TEST HOLE NO.  
TOP ELEVATION

TH # 5



DRILLING LOGS

**L** LINCOLN  
DeVORE  
ENGINEERS  
GEOLOGISTS

COLORADO: COLORADO SPRINGS,  
PUEBLO, GLENWOOD SPRINGS,  
GRAND JUNCTION, MONTROSE,  
WYOMING: ROCK SPRINGS

Soil Sample CLAYEY GRAVEL, SILTY GC/GM

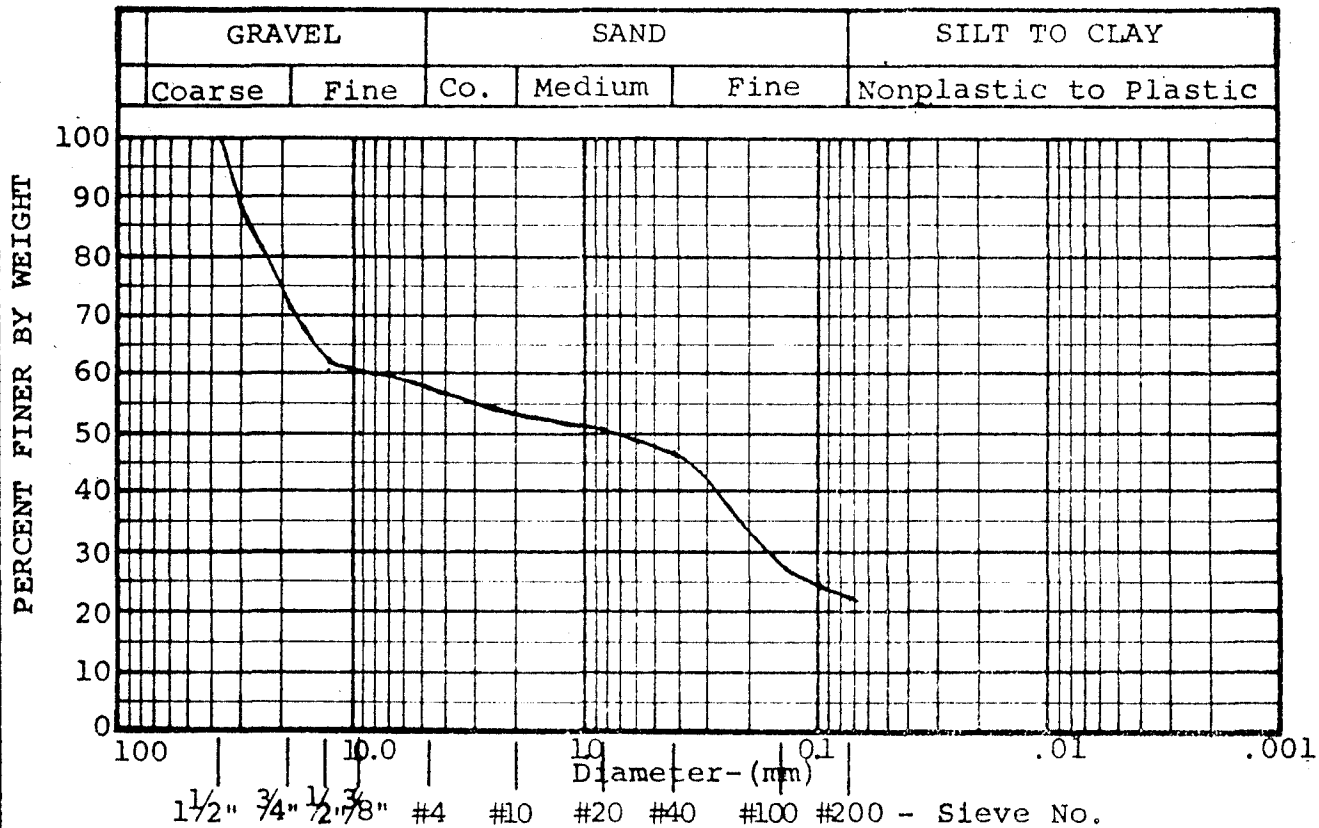
Test No. 47249-J

Project VILLA PARK TOWN HOUSES

Date 3-10-83

Sample Location IH # 1 @ 10' (TYPICAL)

Test by P.P.



Sample No. Soil TYPE NO. 2

Specific Gravity 2.76

Moisture Content 17.5%

Effective Size < 0.08MM

Cu \_\_\_\_\_

Cc \_\_\_\_\_

Fineness Modulus \_\_\_\_\_

L.L. 24.2% P.I. 6.2%

BEARING \_\_\_\_\_ psf

Sieve Size % Passing

1 1/2" 100

1" 81.2

3/4" 71.0

1/2" 62.3

3/8" 60.0

4 56.8

10 53.6

20 50.5

40 45.8

100 27.3

200 22.3

0200 \_\_\_\_\_

Sulfates 2000\* ppm

GRAIN SIZE ANALYSIS

LINCOLN-DEVORE TESTING LABORATORY  
COLORADO SPRINGS, COLORADO

SUMMARY SHEET

Soil Sample LEAN CLAY (CL)  
 Location VILLA PARK TOWN HOUSES  
 Boring No. \_\_\_\_\_ Depth \_\_\_\_\_  
 Sample No. SOIL TYPE No. 1

Test No. 47249-J  
 Date 3-10-83  
 Test by P.P.

Natural Water Content (w) VARIES %  
 Specific Gravity (Gs) 2.71

In Place Density ( $\gamma_o$ ) VARIES pcf

SIEVE ANALYSIS:

Sieve No.	% Passing
1 1/2"	_____
1"	_____
3/4"	_____
1/2"	<u>100</u>
4	<u>98.4</u>
10	<u>98.3</u>
20	<u>97.9</u>
40	<u>96.5</u>
100	<u>85.2</u>
200	<u>71.5</u>

Plastic Limit P.L. 18.6 %  
 Liquid Limit L.L. 34.9 %  
 Plasticity Index P.I. 16.3 %  
 Shrinkage Limit 18.5 %  
 Flow Index \_\_\_\_\_  
 Shrinkage Ratio \_\_\_\_\_ %  
 Volumetric Change \_\_\_\_\_ %  
 Lineal Shrinkage \_\_\_\_\_ %

MOISTURE DENSITY: ASTM METHOD

Optimum Moisture Content -  $w_o$  \_\_\_\_\_ %  
 Maximum Dry Density -  $\gamma_d$  \_\_\_\_\_ pcf  
 California Bearing Ratio (av) \_\_\_\_\_ %  
 Swell: \_\_\_\_\_ / Days 0.5 %  
 Swell against 550 pcf  $W_o$  gain 3.0 %  
 $\gamma_o = 107.9$  pcf

FHA SWELL (NAT.)  
 SWELL 250 PSF  $W_o = 20.7\%$   $N_{60} = 3.0\%$   
 BEARING:  $E_{AP} = 0.08\%$

Housel Penetrometer (av) \_\_\_\_\_ psf  
 Unconfined Compression (qu) 1780 psf  
 Plate Bearing: \_\_\_\_\_ psf  
 Inches Settlement \_\_\_\_\_  
 Consolidation % under \_\_\_\_\_ psf

PERMEABILITY:

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

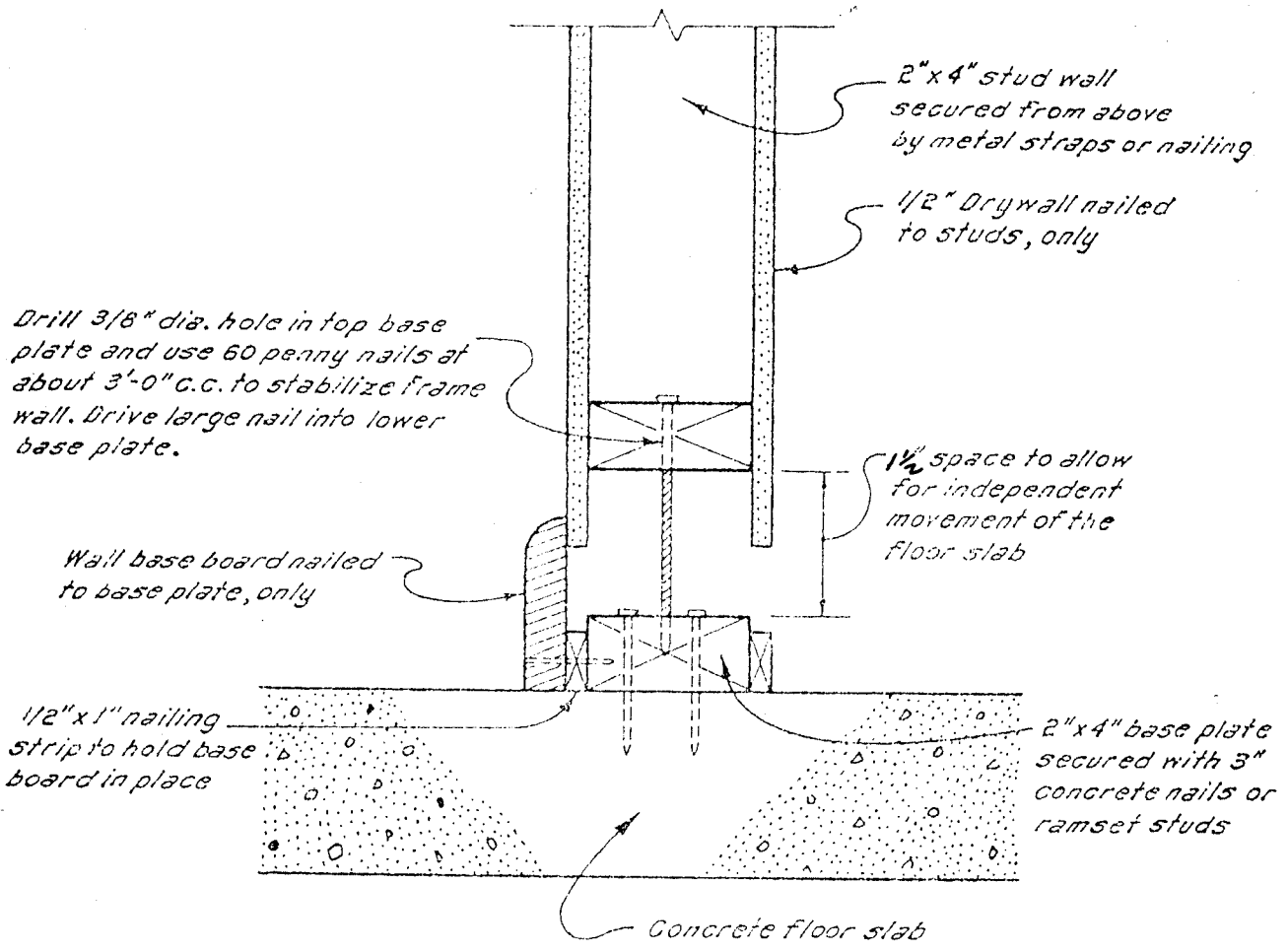
Sulfates 2000+ ppm.

HYDROMETER ANALYSIS:

Grain size (mm)	%
<u>0.02</u>	<u>56.0</u>
<u>0.005</u>	<u>20.7</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SOIL ANALYSIS

LINCOLN-DeVORE TESTING LABORATORY  
 COLORADO SPRINGS, COLORADO

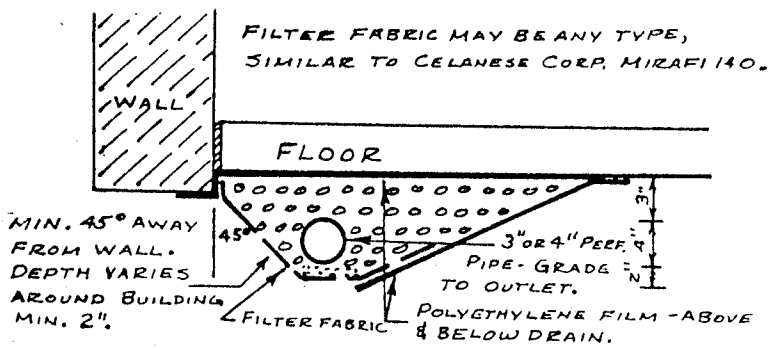
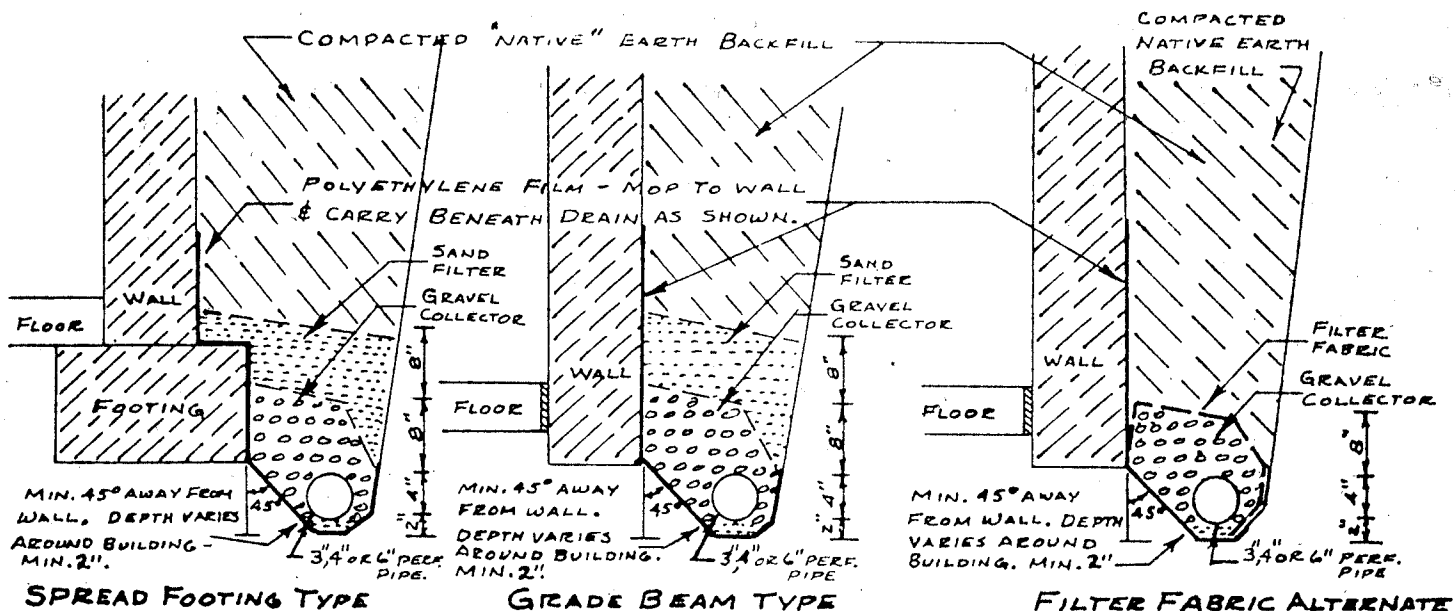


**FRAMING WALL**

*Non-bearing wall on concrete floor slab over expansive clay soil*

**DETAIL**

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




**UNDER-SLAB, INTERIOR TYPE**

**NOTES:**

- .Size of perforated pipe sand filter varies with amount of seepage expected. 4" diameter is most common.
- .Gravel size depends on size of pipe perforations: 85% gravel > 2 x diameter of perforation.
- .Sand filter must depend on native soil and must follow the Terzaghi-Vicksburg Criteria:
 

1) $\frac{15\% \text{ filter}}{15\% \text{ base}} = 4+$	2) $\frac{15\% \text{ filter}}{85\% \text{ base}} < 4$	3) $\frac{50\% \text{ filter}}{50\% \text{ base}} = 12 \text{ to } 58$
---	--	--
- This is required for stability and length of filter life. The sand filter may be replaced with an approved filter fabric.
- .All pipe to be perforated VCP, PVC or Orangeburg.
- .4" flexible pipe may be used to depth of 4½ feet, but must be carefully graded. 3" flexible pipe may be used to a depth of 7 feet and should be carefully graded.
- .Rigid pipe only to be used below a depth of 7 feet below ground surface.
- .All pipe to be laid at a minimum grade of 1.4% around building foundations.
- .Outfall to be free, gravity outfall if at all possible. Use sump and pump only if no gravity outfall exists.
- .Conditions can vary considerably, and each site may be variable as to quality of sand or gravel required. All sites should be inspected to determine the amount and quality of sand filter required, unless a filter fabric installation is used as shown.

TYPICAL SECTIONS  
PERIMETER DRAIN & FRENCH DRAIN

 <p><b>LINCOLN DEVORE</b> ENGINEERS- GEOLOGISTS</p>	<p>COLORADO: COLORADO SPRINGS, PUEBLO, GLENWOOD SPRINGS, GRAND JUNCTION, MONTROSE, WYOMING: ROCK SPRINGS</p>
--	--

**COLORADO  
WEST  
ENGINEERING**

CONSULTING CIVIL ENGINEERS  
1006 MAIN ST., GRAND JUNCTION, COLORADO 81501  
303 / 245-5112

June 3, 1983

Mr. Bob Goldin  
City Planning Department  
559 White Avenue, Room 60

RE: Villa Park Townhomes - Final (#727.3)

Dear Bob,

After our meeting with you yesterday morning we met with the developer, Kelly Taylor, to discuss the situation. Mr. Taylor has directed us to inform you that he wishes to proceed with this development as approved.

He does not feel he should be re-designing the project at this point. In view of the letter he received from Mr. Jim Patterson on May 25, 1983, stating the City will operate and maintain the public streets, sanitary sewer system and domestic water system for Villa Park Townhomes, he does not want this project to be held up. If this matter can be resolved quickly, without any further expense to the developer he is ready to begin construction within thirty days.

Thank you for your assistance with the resolution of this problem.

Sincerely,  
COLORADO WEST ENGINEERING

by Tamra Ollinger  
Tamra Ollinger  
Project Coordinator

**COLORADO  
WEST  
ENGINEERING**

CONSULTING CIVIL ENGINEERS

1006 MAIN ST., GRAND JUNCTION, COLORADO 81501  
303 / 245-5112

*Bob*  
Final Plan  
File  
#3-83  
2/2

June 3, 1983

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City Planning Department  
559 White Avenue, Room 60

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Sincerely,  
COLORADO WEST ENGINEERING

by Tamra Ollinger  
Tamra Ollinger  
Project Coordinator





# CENTRIX ENGINEERING

CONSULTING CIVIL ENGINEERS  
LAND PLANNERS

917 MAIN ST., GRAND JUNCTION, CO 81501  
303/245-5112

---

June 10, 1983

Mr. Jim Patterson  
Public Works Superintendent  
250 North 5th Street  
Grand Junction, Colorado 81501

RE: Response to City Engineer's Comments on Villa Park  
Townhomes

Dear Jim:

As discussed over the phone on June 9, 1983, I am responding to you concerning the City Engineer's review comments for construction approval for Villa Park Townhomes. All comments have been addressed and any changes have also been made on the original drawings.

1. As discussed with Bob Goldin and Karl Metzner, Villa Park Court will be accepted as a public street by the City.
2. Automobiles will not be allowed to park in front of the garages on units 18, 19, 20 and 21 as stated in the covenants.
3. The island parking and hydrant shall remain as designed.
4. The 8 inch water-line and easement east of unit 10 have been relocated and these changes have been accepted by City Utilities Superintendent Ralph Sterry.
5. Maintenance of the irrigation system will be the responsibility of the Home Owners Association.
6. A standard note referring to Standard Street Details Drawing ST-1 has been added to all street construction drawings.
7. The developer shall install all cross-pans for drainage of Villa Park Townhomes.
8. Pavement section thicknesses are based on a soil R value of 6 and assumed traffic projections based on the number of homes in the area. Calculations are included herewith.

3. If the improvements for "B 3/4" Road are going to delay the approval for construction of Villa Park Townhomes, we would request the Street Improvement District designer study the intersection of "B 3/4" Road with Pinion Street and Villa Park Court. If he requests that there be any changes to the design these could be made and then construction inside the subdivision could proceed as the developer is anxious to build.
10. Sidewalks that are attached to curb and gutter shall be constructed monolithically.

These responses have taken care of all comments to date. If there are any further concerns on questions please feel free to contact us.

Sincerely,  
CENTRIX ENGINEERING

by



David E. Chase

DEC/rjs  
Enclosure  
CC: Mr. Bob Goldin  
File