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File # 983-0056-A (2 of 2)

Project Name Onion Hill – Final Plat & Plan

P **S** A few items are denoted with an asterisk (*), which means they are to be scanned for permanent record on the in some
r **e** instances, not all entries designated to be scanned by the department are present in the file. There are also documents
e **a** specific to certain files, not found on the standard list. For this reason, a checklist has been provided.
n **n** Remaining items, (not selected for scanning), will be marked present on the checklist. This index can serve as a quick
e **e** guide for the contents of each file.
d **d** Files denoted with (**) are to be located using the ISYS Query System. Planning Clearance will need to be typed in
t **t** full, as well as other entries such as Ordinances, Resolutions, Board of Appeals, and etc.

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DOCUMENTS SPECIFIC TO THIS DEVELOPMENT FILE:

X	X	Action Sheet	X	X	Preliminary Plat
X	X	Preliminary Soils Investigation – 8/17/81	X	X	Pictures of Crest View Lake
X		Memo from Crestview Home Owners Assoc. and Crestview Ltd. to Planning re: disposal of surface water – 1/3/84	X		Grading and Drainage Plan
X		Subdivision Summary From – 4/1/84	X	X	Final Development Plan - (to be scanned)
X	X	Project Narrative *			
X	X	Declaration of Covenants, Conditions and Restrictions			
X		Request for Treasurer's Certificate of Taxes Due – 3/27/84			
X		Letter from Daryl K. Shrum, Beck, Shrum & Associates, Inc. to Ted Novack re: appraisal – 3/29/84			
X	X	Improvements Agreement – not signed by City Engineer (not scanned with DIA's)			
X	X	Development Schedule & Data Base			
X	X	Grand Junction Planning Commission Minutes - ** - 4/24/84			
X		Development Application – 3/29/84			
X		Hydrology Report - 5/16/84 (Scanned in 1 of 2)			
X	X	Preliminary Submittal			

ONION HILL

PRELIMINARY SUBMITTAL

THE SITE

Onion Hill is located on 28 acres in the south east corner of 27½ Road and Cortland Avenue. Surrounding zoning varies from PR8 to RSF-5. Uses are residential except for the new Episcopal Church to the south. The existing zoning of Onion Hill is PR 7.2 allowing 202 units. Access is taken from 27½ Road and from Ridge Drive which will be extended through the property.

THE PROJECT

Approximately 14.4 acres will be single family at 2.4 units per acre for 35 units. Eighty eight multifamily units on 12.5 acres for 7 units per acre together with the public road on 1.1 acres total 28 acres. That is 123 units or 4.4 units per acre overall.

SINGLE FAMILY: A private drive with culdesac pods serve the home sites. Each site is a pad of 4600 square feet to over 6000 square feet surrounded by common open space. Pads will be sold to private parties for construction of their own homes. Guest parking for 36 cars is furnished; combined with double garages and driveway parking provide 5 spaces per home.

A homeowners association will be formed to manage all common open space and provide for maintenance of landscaping, drives and recreational areas. Very restrictive protective covenants will be adopted. An architectural control committee will be formed to regulate construction and require all homes to be designed with distinction and compatible styling. Double garages, 2000 minimum square footage, high percentage masonry exteriors together with land and other design requirements assure that all homes will be well in excess of 100,000 dollars.

The entire site will be surrounded with a 6 foot high masonry fence. A card controlled security gate regulates all access. No general public access is provided. Required ingress and egress easements for police, fire, trash and public utilities will of course be given. Interior security patrols together with a future manned gate house provide a secure, private compound.

Common elements include extensive landscaping with full sprinkler system, solar heated swimming pool, tennis court and recreational vehicle storage. A network of ponds connected by waterways give most sites water visibility. Water will be filtered and recirculated to prevent stagnation, maintain a constant flow for aesthetic purposes and reduce sediment. The system is closed and will be wasted directly to the main waste ditch along the south property line of Onion Hill. Two gazebos connected by pathways provide a pleasant route for walks through the grounds.

A full time maintenance/grounds keeper will be employed. Besides supervising upkeep on common ground he is available to open the security gate providing access to Public Service and other utilities.

MULTIFAMILY: Four unit and two unit building pads of 7168 square feet and 3584 square feet are clustered around private drives. No units access directly off the public road. Two and three bedroom units with double garages having a living area of 1200 square feet to 1500 square feet will be designed. Fortysix guest parking spaces are provided; combined with double garages and driveway parking provide 4.5 spaces per townhouse. Onion Hill Partners will construct and market the units as townhouses.

A homeowners association strictly for the multifamily areas will be formed. All open space will be common, fully landscaped and a swimming pool with support building is planned.

UTILITIES

Gas, domestic water, sewer and power are readily available adjoining the site. Onion Hill has 28.2 acres of water rights from the Grand Valley Water Users Association. Discussions with the Association and preliminary calculations show enough water is available for irrigation and our water system. We will work with all concerned to provide easements for existing lines and of course new construction.

PHASING

Onion Hill is divided into 6 phases:

Phase One: 20 units of single family together with the recreational facilities and recreational vehicle storage

Phase Two: 12 units of multifamily

Phase Three: 15 units of single family

Phase Four: 16 units of multifamily

Phase Five: 34 units of multifamily together with the swimming pool

Phase Six: 26 units of multifamily

DEVELOPMENT SCHEDULE

Construction of Phase One begins the summer of 1984. Consecutive phases will follow on through 1989, allowing a 5 year build out at approximately 25 units per year.

ONION HILL

PROJECT DATA

SINGLE FAMILY: PHASES ONE AND THREE

LAND USE:

-Building Coverage (3000 S.F. average footprint including 2 car garage)	2.4 acres	17%
-Driveways and Parking	2.4	19%
-Walks and Recreation Area	0.3	2%
-Landscaping	9.7	64%
	<u>14.4 acres</u>	<u>100%</u>

DENSITY: 35 UNITS ON 14.4 ACRES EQUALS 2.4 UNITS/ACRE

PARKING: 176 PROVIDED (4 PER UNIT PLUS 36 GUEST), 70 REQUIRED

BUILDING HEIGHT: ONE AND TWO STORIES

REFUSE COLLECTION: PROVIDED AT HOUSE TO HOUSE COLLECTION

MULTI FAMILY: PHASES TWO AND FOUR

LAND USE:

-Building Coverage (1450 S.F. average footprint including 2 car garage)	0.9 acres	21%
-Driveways and Parking	0.8	19%
-Walks	0.4	1%
-Landscaping	2.6	59%
	<u>4.3 acres</u>	<u>100%</u>

DENSITY: 28 UNITS ON 4.3 ACRES EQUALS 6.5 UNITS/ACRE

PARKING: 126 PROVIDED (4 PER UNIT PLUS 14 GUEST), 56 REQUIRED

MULTI FAMILY: PHASES FIVE AND SIX

LAND USE:

-Building Coverage (1450 S.F. average footprint including 2 car garage)	2.0 acres	24%
-Driveways and Parking	1.3	16%
-Walks and Pool Area	0.1	1%
-Landscaping	4.8	59%
	<u>8.2 acres</u>	<u>100%</u>

DENSITY: 60 UNITS ON 8.2 ACRES EQUALS 7.3 UNITS/ACRE

PARKING: 272 PROVIDED (4 PER UNIT PLUS 32 GUEST), 120 REQUIRED

BUILDING HEIGHTS: ONE AND TWO STORIES

The entire site will be eventually surrounded with a 6 foot high masonry fence. A card controlled security gate regulates access into the single family area. No general public access is provided into this area. Required ingress and egress easements for police, fire, trash and public utilities will of course be granted. Interior security patrols together with a future manned gate house provide a secure, private compound.

Common elements include extensive landscaping, solar heated swimming pool, tennis court and recreational vehicle storage. At the present time, only an underground sprinkler system will be installed, with the merits of installing a network of ponds still being studied by the property owners. At a latter date, the property owners will undertake an engineering and cost analysis to determine the feasibility of the ponds. This feasibility information and the design of the ponds, if pursued, will be fully reviewed with the Grand Valley Water Users and the City Engineer prior to construction. The irrigation system will be designed as a closed system meaning all unused water will be returned to the source point.

The multi-family area is comprised of two 7,168 sq. ft. pads which front on a private drive. Two and three bedroom units with double garages having a living area of 1200 square feet to 1500 square feet will be designed. The Onion Hill Partners will construct and market the units as townhouses.

A Homeowners Association strictly for the multifamily areas will be formed. All open space will be common, fully landscaped and a swimming pool with support building is planned in a latter phase.

As shown in Table 2, Onion Hill, Filing One far exceeds the City's Parking standards:

TABLE 2
Parking Analysis

Number & Type of Unit	City Spaces Required	Total Parking Provided	Driveway and/or Garage	Visitor
20 Single Family	40	109	(80)	(29)
2-Fourplexes	<u>16</u>	<u>21</u>	<u>(16)</u>	<u>(5)</u>
<u>TOTALS:</u>	56	130	(96)	(34)

#56 83
2/2

PROJECT NARRATIVE

ONION HILL, FILING NUMBER ONE
FINAL PLAN AND PLAT

I. THE SITE

Onion Hill, Filing One contains 12.18 acres and is located southeast of the 27 1/2 and Cortland Avenue intersection. Access is provided exclusively from Ridge Drive which will be extended through the entire project.

II. THE PROJECT

The first filing contains 20 single family lots, two-fourplexes, an RV storage area, a recreation complex and extensive common open space. The density of the first filing is 2.30 units per acre, although this calculation also includes Ridge Drive Street in its entirety. The single family lots range from 5,585 sq. ft. to 10,300 sq. ft. in size. The fourplexes have not been designed, therefore at a later date a replat will be undertaken of the multi-family area.

The land use breakdown of the project is as follows:

TABLE 1
Total Filing 1 Area - 12.18 Acres

Public Streets	1.424
Private Streets	1.996
Lots	3.027
R.V. Parking	0.439
Open Space	4.965
Multi-Family	0.329

As approved by the City through the course of reviewing the Preliminary Plan, all streets except Ridge Drive will be private.

Homeowners Associations will be formed to manage all common open space and provide for maintenance of landscaping, streets and recreational areas. A full time maintenance/grounds keeper will be employed. Besides supervising upkeep on the common ground, he is available to open the security gate providing access to Public Service and other utilities. Very restrictive protective covenants will be adopted.

An architectural control committee will be formed to regulate construction and require all homes to be designed with distinction and compatible styling. Double garages, 2000 minimum square footage, high percentage masonry exteriors together with land and other design requirements assure that all single family homes will be well in excess of 100,000 dollars.

III. TRAFFIC ANALYSIS

Single Family - 200 trips a day
Multi-Family - 40 trips a day

TOTAL: 240 trips a day

IV. PHASING

Onion Hill will be developed in six phases which are approximately as follows:

Phase I - 20 Single Family and 8 Multi-Family
Phase II - 12 Multi-Family units
Phase III - 15 Single Family units
Phase IV - 12 Multi-Family units
Phase V - 30 units Multi-Family together with
a swimming pool
Phase VI - 26 Multi-Family Units

TOTAL UNITS: 35 Single Family
88 Multi-Family

V. STRUCTURAL INFORMATION

The units have not been designed, although an architect will develop plans for all structures. All structures will be a maximum of two stories in height. The minimum square footage for a single family home will be 2,000. The buildings will cover approximately 16 to 20 per cent of the total Filing One area. Setbacks, signage and lighting is illustrated on the Final Plan.

VI. DEVELOPMENT SCHEDULE

It is anticipated that construction of Filing One will commence in 1984 or in the spring of 1985. The completion date of the project will exclusively depend on the private market place.

#56 83
2/2

Unfreds own 7 parcels

Discovery 76 owns 7 parcels

O'Daniel owns 3 parcels

Over →

Spomer Const owns 2 parcels

Richard A. Guidy
3620 Ponderosa Way
Grand Junction, Colorado 81501
#56-83

Chico Development
444 White Avenue
Grand Junction, Colorado 81501
#56-83

Roswell-Cornerstone Company
581 Gerken
Grand Junction, Colorado 81504
#56-83

Robert F. McLeod
3610 Ponderosa Way
Grand Junction, Colorado 81501
#56-83

Glen A. Roper
2718 B Road
Grand Junction, Colorado 81503
#56-83

Ronald L. Warren
2815 Patterson Road
Grand Junction, Colorado 81501
#56-83

Elwin L. Greer
3925 Applewood Street
Grand Junction, Colorado 81501
#56-83

Hans J. Kunz
3820 Applewood
Grand Junction, Colorado 81501
#56-83

Bobby J. Fortenberry
3715 Elderberry Circle
Grand Junction, Colorado 81501
#56-83

John C. Newman
3915 Applewood Street
Grand Junction, Colorado 81501
#56-83

Roger L. Martin
3730 Elderberry Circle
Grand Junction, Colorado 81501
#56-83

Skill Homes Inc.
2108 Saquaro Road
Grand Junction, Colorado 81503
#56-83

Mintur C. Dwyer
3910 Applewood Street
Grand Junction, Colorado 81501
#56-83

James F. Eldridge
663 29½ Road
Grand Junction, Colorado 81504
#56-83

Earl H. Davis
P. O. Box 2783
Grand Junction, Colorado 81502
#56-83

Lloyd & Leland Unfred
3900 Applewood Street
Grand Junction, Colorado 81501
#56-83

Louis A. McCowen
3630 Elderberry Circle
Grand Junction, Colorado 81501
#56-83

Andrew H. Christensen
132 Walnut
Grand Junction, Colorado 81501
#56-83

Gerald W. Colby
2297 S. Seville Circle
Grand Junction, Colorado 81501
#56-83

Crestview Ltd.
P. O. Box 99
Palisade, Colorado 81526
#56-83

Spomer Construction
2623 G Road
Grand Junction, Colorado 81501
#56-83

Anthony L. Cerbone
2325 S. Seville Circle
Grand Junction, Colorado 81501
#56-83

Thomas E. Harrison
P. O. Box 250
Grand Junction, Colorado 81502
#56-83

Robert O. O'Daniel
1836 Ridge Drive
Grand Junction, Colorado 81501
#56-83

Discovery 76 Corporation
519 Grand Avenue
Grand Junction, Colorado 81501
#56-83

Murdin E. Erickson
640 27½ Road
Grand Junction, Colorado 81501
#56-83

Volney C. Coleman
1820 Ridge
Grand Junction, Colorado 81501
#56-83

Paul S. Scheumack
3815 Applewood Street
Grand Junction, Colorado 81501
#56-83

Saint Matthews Parish
P. O. Box 776
Grand Junction, Colorado 81502
#56-83

Gerry Spomer
3636 Bell Court
Grand Junction, Colorado 81501
#56-83

Thomas T. Brownson
3620 Bell Court
Grand Junction, Colorado 81501

#56-83

David P. Noffsinger
3644 Bell Court
Grand Junction, Colorado 81501
#56-83

* Beck, Shrum & Assoc.
215 Pitkin
Suite 203
G.J. CO 81501

Warren D. Lowe
1829 Ridge Drive
Grand Junction, Colorado 81501
#56-83

Randy Landsga
1828 Belle Ridge Court
Grand Junction, Colorado 81501
#56-83

Paul B. Ternovacz
1830 Bellridge Court
Grand Junction, Colorado 81501
#56-83

Richard E. Hollinger
1831 Bellridge Court
Grand Junction, Colorado 81501
#56-83

Ann E. Willis
1825 Bell Ridge Court
Grand Junction, Colorado 81501
#56-83

*Onion Hill Partnership
P.O. Box 1983
Grand Junction, CO 81502
#56-83

*Gray Brenner Architects
1360 E. Sherwood
Grand Junction, CO 81501
#56-83

MOJO COUNTY PLANNING DEPT.
559 White Ave., Room 60
Grand Junction, Colo. 81501
244-1628
#56-83

CORTLAND AVE.

27 1/2 ROAD

FUTURE FILING
19,306 ACRES

MULTI-FAMILY 60 UNITS

SINGLE FAMILY 15 UNITS

SINGLE FAMILY 20 UNITS

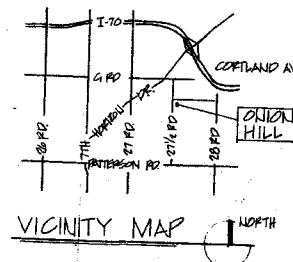
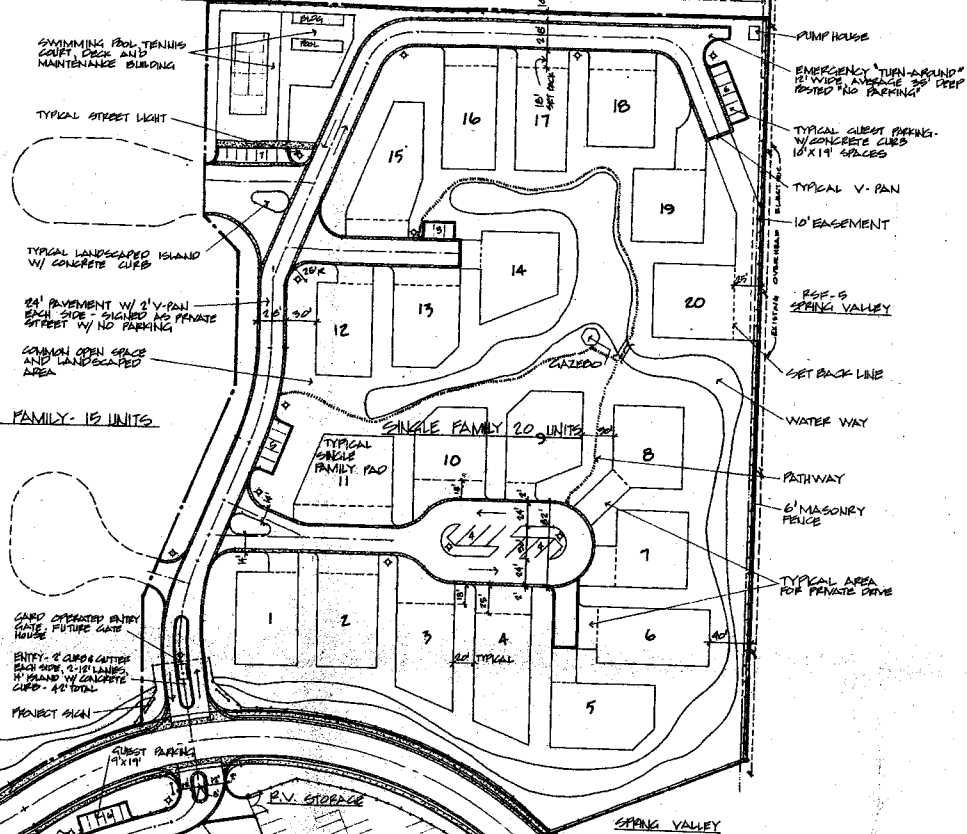
MULTI-FAMILY 20 UNITS

FUTURE FILING
2,847 ACRES

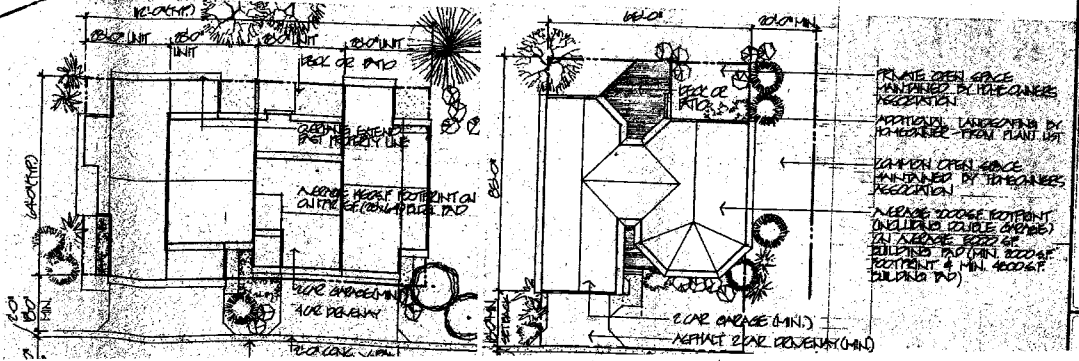
MULTI-FAMILY LOTS
8 UNITS

REF-4
EPISCOPAL CHURCH

DEVELOPMENT PLAN



- PROJECT DATA - FILING NUMBER ONE:**
- Single Family**
- 20 Building Pads on 9.3 acres, approximately 2 units per acre.
 - Swimming Pool, Tennis Court and Maintenance Building with storage room and Homeowners Association storage.
 - Parking: Double garage required by covenant 2 parking spaces in driveway. Total = 4 spaces per unit. Guest parking for 20 cars.
- Multi-family**
- 2 four plane, 600 8 units, on approximately 1 acre, for about 8 units per acre.
 - Parking: Double garage per unit 2 parking spaces in driveway. Total = 4 spaces per unit. Guest parking for 6 cars.
 - Recreational Vehicle parking with 31 spaces.
- Total area of Filing One: 12.38 acres**
- | | |
|--------------------|-----------|
| Public Street | 1.4 Acres |
| Private Streets | 2.0 Acres |
| Single Family Lots | 3.0 Acres |
| Multi-Family Lots | 0.3 Acres |
| R.V. Parking | 0.3 Acres |
| Open Space | 5.0 Acres |



REVISIONS

BECK, SHRUM and ASSOCIATES, INC.
2221 NORTH TWELFTH STREET, SUITE 28
GRAND JUNCTION, COLORADO 81501

FINAL DEVELOPMENT PLAN

UNION HILL FILING NO. ONE

12/30/83

Onion Hill
file

TO: Grand Junction Planning Commission
FROM: Crestview Home Owners Assoc. and Crestview Ltd.
RE: #56-83 Onion Hill Preliminary Plan
Public Hearing January 3, 1984

A review of the office file on the proposed project located on the southeast corner of 27½ Road and Cortland Avenue would seem to be a compatible use of the property as relates to adjoining developments.

Our interest in the project's disposal of surface water is of prime importance to us. We currently serve 2 lakes of which off season water supply is from spring water (filing civil action #79 CW 159). These are located in a natural draw immediately downstream from the proposed development.

The lakes are a part of the overall planned development of Crestview Subdivision. Impounded water serves as a source for irrigation of yards and common areas. It also serves as a fish and game habitat.

The effect of uncontrolled polluted run-off water could create serious consequences on the lakes environment.

Representatives of Crestview would like the opportunity to meet with the developers and their agents to further explore methods of control and solutions.

Respectfully submitted,

CREST VIEW LTD.
CREST VIEW HOME OWNERS ASSOC.

BY: _____
Henry J. Faussone

April 20, 1984

Grand Junction City Council
Grand Junction Planning Commission
Grand Junction Planning Department

RECEIVED GRAND JUNCTION
PLANNING DEPARTMENT

APR 20 1984

Reference: Final Plat and Plan
Onion Hill File No. 56-83
Review Comments

Ladies and Gentlemen:

Many review sheet comments address points already approved at Preliminary, such as: guest parking, private streets, medians, emergency access questions, single access into the security area and the street width. These all remain at our Final essentially as presented at Preliminary, therefore we will not re-address those points at this time. The public street access to R.V. storage has been revised to come off our own private street.

The following responses are made in regard to each agencies' comment:

FIRE DEPARTMENT - We will work with them and have no problem with their lock box request.

PUBLIC WORKS - Sewer crews will have access to the lock box at the gate.

WALKER FIELD - No response needed.

UTE WATER - No response needed.

MOUNTAIN BELL - We will get with them on the land development agreement.

PARKS/RECREATION - Soil tests will be performed to verify compatibility of planting materials.

TRANSPORATION ENGINEER - All comments refer to items approved at Preliminary.

CITY ENGINEER - A hydrology report will be prepared and submitted to the City Engineer prior to the City Council hearing. The report will address the items requested by the City Engineer and will include a plan for detention of drainage from Filing No. One.

Refer to Planning Department for Power of Attorney comments.

The valley pan at station 11+11.00 will be designed for traffic speeds up to 30 mph.

COUNTY PLANNING - No response needed.

COMPREHENSIVE PLANNING - Hydrology report will address drainage.

PUBLIC SERVICE - Front lot easements will be shown on Plat and underground electric shown.

PLANNING DEPARTMENT - Final engineering on the private ponds has not been completed. The ponds are an integral part of the plan and will be completed in one form or another. In regards to "unresolved" comments from the preliminary, please refer to our opening paragraph. An avigation does need to be completed and will be submitted prior to recording of the plat.

We feel the escrow requirement to be an unnecessary burden. We understand that improvements on 27 1/2 Road are not scheduled until 1986 and improvements on Cortland have no schedule. All funds would be tied up for 2 years and some funds an indefinite amount of time. An option may be a letter of credit for work with a reasonable schedule and the POA for work with no schedule would be more equitable. Future phases do not effect 27 1/2 Road and Cortland, since our only tie is through Ridge Drive which is a part of Phase One.

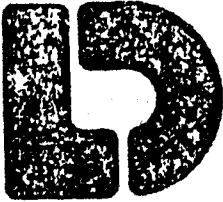
Most of the drainage concerns of property owners to the south will be addressed in the Hydrology Report. Since the major area under concern is not a part of this filing, we will not be making any improvements in that area. Since there are no improvements, we will not be disturbing any springs. The drainage way along the south of our property is the logical and legal method of drainage. Runoff is addressed through the Hydrology Report. As for quality, since our development has no more "pollutants" than any other subdivision, no special purifying procedures will be taken.

We have followed standard engineering requirements and procedures, and together with the Hydrology Report all practical concerns will be met.

Site Plan

1. Guest parking areas will not be changed
2. The typical private drive is a minimum of 20' deep before street asphalt, together with 24' wide access provides standard parking and turning.
3. Please refer to the Pad Layout plan for multifamily - it shows driveway locations and landscaping.
4. Trash pickup will be through ~~BRT~~ private sector.
5. Typical street lighting is shown on the plan, refer to the note to the left of the tennis court.
6. Covenants are enclosed.
- 7-10. No Reply Needed
11. Setbacks will be added to the plat prior to recording.

POLICE - No Response Needed.



Lincoln DeVore

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

Home Office

August 17, 1981

Gingery & Associates
1310 Ute Avenue
Grand Junction, CO 81501

RE:

PRELIMINARY

SUBSURFACE SOILS INVESTIGATION

ONION HILL SUBDIVISION

GRAND JUNCTION, COLORADO

Gentlemen:

Transmitted herein are the results of a Preliminary Subsurface Soils Investigation and Foundation Recommendations for the proposed Onion Hill Subdivision of 27½ Road and F3/4 Road in Grand Junction, Colorado.

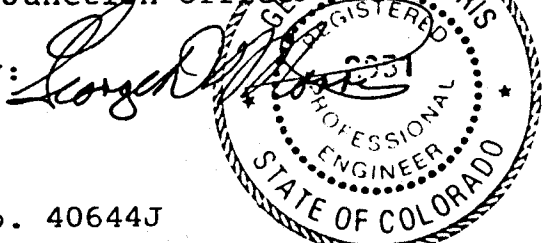
Respectfully submitted,

LINCOLN-DEVORE TESTING LABORATORY, INC.

By:

Gary M. Krzish
Gary M. Krzish, P.E.
Grand Junction Office

Reviewed by:



GMK/jb

LDTL Job No. 40644J

602 East 8th Street
Pueblo, Colo 81001
(303) 546-1150

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

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

P.O. Box 1882
Grand Junction, Colo 81501
(303) 242-8968

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

ABSTRACT:

The contents of this report are a Preliminary Subsurface Soils Investigation and Foundation Recommendations for the proposed Onion Hill Subdivision at 27½ Road and F 3/4 Road in Grand Junction, Colorado.

Topographically, the site is approximately level, with a general southwesterly gradient, and is located on an alluvial plain of the Colorado River.

The foundation soils underlying the site were found to consist of silty clays interbedded with layers of fine grained sands. The upper 8 to 26 feet of the soil profile are of lower moisture, medium density and are mildly expansive. The soil below this is wet, soft and of low density in the southwest portion of the site. At other areas, the medium density fine-grained soils are underlain by Mancos Shale. In general, shallow foundation systems are recommended for most types of structures at this site, using maximum and minimum allowable pressures of 3500 and 2000 psf, respectively. Local variations in these pressures should be expected. Several foundation options are available for use in this site, depending on the design of the structure and the magnitude of the foundation loads anticipated.

Because of the expansive nature of the foundation materials, we would recommend that the foundation system be well balanced and heavily reinforced.

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.

Surface and subsurface drainage must be carefully designed and controlled. A perimeter drain would be recommended around the building exterior.

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.

The information herein has been obtained to obtain a general and preliminary indication of the soils which will probably be found under presently unknown types of structures proposed for the site. Site specific information must be obtained beneath each proposed structure after its exact location is determined, since the soil types

and conditions differ across the overall site and the type of structure proposed is not known.

This report is intended to identify general soil conditions on the site, as requested. Nine test borings spread over a 30 acre site, can only be used as an overview of the soil conditions and not for site specific design purposes.

GENERAL:

The purpose of this investigation was to determine the general suitability of the site for construction of a 30 acre residential subdivision southeast of the intersection of 27½ and F 3/4 Roads in Grand Junction, Colorado. Characteristics of the individual soils found within the test borings were examined for use in designing foundations on this site.

Although Lincoln-DeVore has not seen a set of construction drawings for any of the multiple family dwelling units proposed, we believe that they will be basically frame structures of more or less conventional design. Foundation loads for structures of this nature are normally light to medium weight in magnitude.

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 southwest 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 south and southwest, eventually entering the Colorado River. Surface and subsurface drainage on this site can be described as poor.

The foundation soils encountered on this site consisted predominantly of alluvial and some colluvial deposits. The deposits are placed by past flooding action from the Colorado River and, more recently (in geological time) by slope wash from the Book Cliffs located north and northeast of the site. These soils were deposited over bedrock of the Mancos Shale Formation.

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 most of the borings at depths varying from 8 to 22 feet. It is anticipated that this formational shale in some areas could affect the construction and the performance of the foundations on the site.

BORINGS, LABORATORY TESTS AND RESULTS:

Nine test borings were drilled across the subdivision site and are located approximately as shown on the attached Test Boring Location Diagram. The 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 and by bulk methods.

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 site soils profile varied somewhat but may be generalized into 3 layers. The first layer consists of medium density silty and sandy clays and silty sand. The second layer, occurring in the southwest part of the property, is of very low density, soft silty clay. The underlying Mancos Shale bedrock would constitute the third and final layer of the profile.

Soil Type No. 1 classified as a silty sand (SM) of medium to very fine grain size. Soil Type No. 1 is of very low plasticity, low moisture content and of low to moderate density. In themselves, these soils will have virtually no tendency to expand upon the addition of moisture nor to long-term consolidate under applied foundation stresses. Granular materials, such as these, do have a tendency to rapidly settle 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. At shallow foundation depths across the site, these soils were found to have an average allowable bearing capacity on the order of 1200 to 3500 psf. In general, foundations located on a minimum of 3 feet of this fine granular deposit could be designed for a minimum pressure of 250 psf.

Soil Type No. 2 classified as a silty clay (CL) of fine grain size. Soil Type No. 2 is of moderate plasticity and water content and of moderate density.

These soils have a tendency to expand upon the addition of moisture with swell pressures on the order of 1715 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 slight tendency to long-term consolidate 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 2500 to 3500 psf maximum. In order to resist the remaining potential swell of these soils at the existing 13 to 19 percent water content range, a minimum pressure of 1500 psf will be required for design of the foundations. Please note that in the southwest part of the site soils of this group occur in such a low density state that we cannot recommend directly bearing footings on them.

Soil Type Nos. 3 and 4 also classified as a silty clay (CL), like Soil Type No. 2 previously described. However, the sand content of these soils varied considerably as shown on the soil summary sheets. The expansion and settlement characteristics of these soil groups will be

nearly identical to those previously described for Soil Type No. 2. Allowable bearing values on the order of 1500 to 3500 psf maximum would be associated with this soil group. Required minimum contact pressures could range from 1500 to 2000 psf for these soils.

Soil Type No. 5 classified as silty clay (CL) of fine to very fine grain size. Soil Type No. 5 is typical of the formational shale which underlies the site and serves as bedrock in the area. Soil Type No. 5 is plastic, of very low permeability and of high to very high density. The shales are expansive in nature with swell pressures on the order of 1330 psf being measured. Should drilled piers be used for the building, the expansive nature of the fine grained bedrock must be given consideration. Owing to its initial high density condition, these soils would have virtually no tendency to long-term consolidate. At a penetration of 5 feet into the shale layer, tip bearing capacities on the order of 15,000 psf could be achieved. Where the shale occurs at suitable depths for shallow type foundations under full basements or shallower structures, maximum allowable pressures varying from 2000 psf (in the severely weathered zone) to 6000 psf are recommended. Minimum contact pressures

of 1300 to 1500 psf are likely. Soil Type No. 5 was found to contain sulfates in detrimental quantities.

Free water was found in the majority of the test borings placed on the site. The depth to this free water table varied from 12 to 18 feet over the site. Each building site should be investigated to determine the depth to free water, if any, prior to planning basements on the sites. In general, this free water is believed to be associated with seepage from area irrigation ditches and from nearby irrigated properties, and can therefore, be expected to continue to exist for the foreseeable future.

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.

In general, the soils found across the subdivision will form a reasonably good base of the proposed residential structures. Silty sands of low to moderate density were encountered at or near the present ground surface in the region of the majority of the test borings drilled. For these non-expansive (or low expansive) areas, spread footings of various widths, in conjunction with a reinforced concrete grade beam stem wall, will probably be the most suitable foundation type, if the higher expansive clays are not located within 3 feet of the bottom of the foundations.

For those areas of the subdivision where the clays are encountered, foundations must be designed

with the expansive potential of the subsurface soils in mind. The foundation configuration which can be used on the expansive clays will depend upon the magnitude of foundation loads exerted by the residential units as well as the exact degree of expansion anticipated from the soils. Several foundation types are acceptable for use on these clays. These foundation configurations would include, but are not limited to:

- 1) The first option would consist of the engineered no footing design, with the stem wall resting directly on the ground surface. The judicious use of voids would be employed to balance the structure and to increase the contact stresses beneath any very light walls. For most moderately loaded foundation systems, this voided stem wall design would probably prove satisfactory considering the magnitude of expansion pressures encountered across the subdivision, and the anticipated foundation loads for these single family dwelling units. We would anticipate that the majority of the foundation systems used on the clays across the subdivision will fall into this category.
- 2) A balanced pad and grade beam type of foundation system would form the second general foundation option. This alternative would involve the use of small bearing pads beneath a reinforced concrete grade beam. The grade beam would be continually voided between pads with the foundation loads being transferred by the pads only, and not the grade beam between pads. This foundation alternative will probably be suitable for very light structures on clays of high expansion potential. This configuration generally allows the designer to maintain a fairly high minimum dead load pressure.

- 3) The third option would consist of a drilled pier and grade beam system. The expansive clays do have side frictional effects which must be taken into account when designing the drilled piers. The diameter and length of the pier must be balanced so that the appropriate load carrying capacity is developed while maintaining enough minimum pressure to prevent upward movement of the piers as a result of expansive action. The grade beam would span from pier to pier and be continually voided between these bearing points. This foundation type would be required where the structural tolerance of differential movement is very small, or where full basement construction would locate foundations of significant loads close to or in soft soils.
- 4) The fourth foundation system could consist of a structural slab thickened under areas of bearing walls and concentrated loads. This type, basically a modified mat foundation, would be used in areas of low expansive, low density soils to support light and moderate weight residential structures. The use of the thickened slab foundation could aid in minimizing excavation, filling and recompaction of existing soils. Careful proportioning of thickened areas to balance and distribute loads and the use of more extensive reinforcing steel than is usual in residential slabs would be imperative with this foundation option.
- 5) The fifth and final foundation configuration would essentially be a combination of one of the preceding alternatives in conjunction with an overexcavated, compacted, granular pad. The depth of overexcavation would be related to the expansion potential of the clays as well as the nature of the residential units. Typical depths of overexcavation should range from about 3 to 10 feet. After overexcavation, a compacted granular pad using non-expansive, non-free draining soils could be constructed, maintaining a minimum of 90% of the soil's modified maximum Proctor dry density, ASTM D-1557. The purpose of this compacted pad is not entirely

overcome the expansive potential of the clays, but rather to provide a "buffer" zone between the clays and the foundations. A designed foundation system, similar to one of the preceding alternatives, would then be constructed on top of the granular pad. Frequent density tests would be required during pad construction to ensure that an adequate density level is being maintained. This option would also be used if any areas of uncontrolled fill are encountered during the excavation process.

At the present time, it is difficult to establish the exact maximum and minimum allowable design parameters for each residential building site across the subdivision. As noted earlier, the foundation soils are somewhat variable in terms of their classification and engineering characteristics. The engineering properties given in this report were based upon those soil materials encountered in our subsurface exploration program. While it is unlikely that drastically different soil types will be encountered during excavation for foundations, the possibility exists that intermediate variations between several of the soil types outlined here could be encountered.

It must, therefore, be recommended that the open foundation excavation be inspected prior to the placing of forms to establish the appropriate design parameters for each individual building site. Further exploration on a building site to building site basis may be warranted. At

the time of inspection or further investigation, the maximum and minimum bearing values can be established and recommendations made as to the suitable foundation type for that particular building site. Also, this inspection will ensure that no debris, soft spots, or areas of unusually low density are located within the foundation region. Any changes in the recommendations included in this report can easily be made at the time of such inspection.

Regardless of the foundation type used, it is recommended that the foundation components be balanced to lower the possibility of differential movement. This balancing will help the buildings move more or less as single units, rather than in a differential manner. The foundation system should be proportioned such that the pressure on the soil is approximately the same throughout the building. The judicious use of voids beneath very light walls will help balance the structure, as well as to develop the minimum design pressures dictated by the expansive clays. Using the criterion of dead load plus approximately one-half the live load, the contact pressures should be balanced to within ± 300 psf beneath all load bearing walls throughout the residential units. For the sandier soils, isolated interior column pads should be designed for pressures of slightly less than the average selected for the bearing

walls. On the clays, isolated pads should be designed for pressures of slightly more than the exterior wall average. Using whichever criterion is applicable, we would recommend balancing these internal pads on pressures of approximately 150 psf more or less than the average of the exterior walls.

To help ensure that the structure moves more or less as a single unit rather than in a differential manner, we would recommend that all stem walls be supported by a grade beam capable of spanning at least 15 feet. This grade beam would apply to both interior and exterior load bearing walls. Such a grade beam should be horizontally reinforced continuously around the structure with no gaps or breaks in reinforcing steel unless they are specially designed. Beams should be reinforced at both the top and the bottom with the major reinforcement being located at the top where foundations bear on the more expansive soils. Otherwise, major reinforcing should be approximately equally distributed between the top and bottom of the stem wall section. All interior bearing walls should rest on a grade beam and foundation system of their own and should not be allowed to rest on a thickened slab section or "shovel" footing except

where the entire foundation system of a structure is of the thickened slab type.

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 such as partial or full basement walls, 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 pressures can be utilized:

40 pcf for wall backfill (at least 2 feet thick) consisting of pitrun sand and gravel or other well draining granular material.

It should be noted that the above values 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 pressures should also be modified for the effects of any free water table.

The bottom of all foundation components should rest a minimum of $1\frac{1}{2}$ feet below finished grade or as required by the local building codes. Foundation components must not be placed on frozen soils.

Where floor slabs are used, they may be placed directly on grade or over a compacted gravel blanket of 4 to 6 inches in thickness. Under no circumstances should this gravel pad be allowed to act as a water trap beneath the floor slab. In areas where very expansive soils occur at grade, it could be necessary to overexcavate in slab-on-grade areas in order to provide a minimum of 2 feet of compacted granular, non-expansive fill under the slabs. A vapor barrier is recommended beneath any and all floor slabs on grade which will lie below the finished exterior ground surface. All fill placed beneath the interior floor slabs must be compacted to at least 90% of its maximum Proctor dry density, ASTM D-698,

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 20 feet on a side. In some of the areas where 2 feet of non-expansive fill has been placed, it may be possible to delete this "floating" slab construction from the design if the fill is not underlain by highly expansive soil. 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.

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 subdivision 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 structure.

A subsurface peripheral drain, including an adequate gravel collector, sand filter and perforated drain pipe, should be constructed around the outside of the building at foundation level. Dry wells should not be used anywhere on this site. The discharge pipe should be given a free gravity outlet to the ground surface. If "daylight" is not available, a sealed sump and pump should be used.

Due to the varying condition of the soil materials encountered, construction of basements may be difficult and dewatering techniques may be necessary during construction. Additionally, problems with basement foundations may be encountered during periods of strong seepage due to uplift against the foundation and the possibility of seepage into the basement. While we would not

entirely recommend against the construction of basements on this site, it is strongly recommended that basement or half basement foundations be well sealed and that they be provided with the peripheral drains and underslab drainage layers described in this report. It is extremely important that the subsurface drains be properly installed and in good working order. We also strongly recommend that a subsurface soils investigation tailored to basement construction be performed on a site specific basis where such construction is planned.

Samples of the typical surficial soils were evaluated using the Hveem-Carmany method to determine their support characteristics. These soils (unstable unless confined, according to the test) were found to have a Hveem (R) value of 9. For a multiple family subdivision of this type, we believe a reasonable traffic mix would include 70-75% passenger cars, 20-25% pickup trucks and 5% or less of single - or multiple - axle medium and heavy trucks. For such a traffic mix, we have evaluated the Hveem-Carmany characteristics of the soil at several levels of traffic volume. The table below indicates the recommended pavement section at each traffic volume:

Aggregate Base Course Thickness (inches)
For Alternate Bitumen Paving Thickness

<u>ADT</u>	<u>3"</u>	<u>4"</u>	<u>5"</u>
Under 500	12	9	5
500-1000	14	11	8
Over 1000	15	12	9

We suggest that the aggregate used for the hot-mix bituminous course and the base course conform to Colorado DOT grading B and class 6 gradation requirements, respectively. The bituminous mixture used should develop a Total Resistance Value (R_t) of at least 87.

In general, no major excavation difficulties are anticipated. In some areas, isolated cobbles could occur in the Type No. 4 Soils. If encountered in half or full basement excavations, the Mancos Shale is generally rippable for the upper several feet that is highly weathered. Deeper (basement) excavations may also require bracing or sloping of sidewalls. The extent of such safety provisions, if needed, must be determined from the results of site specific investigations.

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.

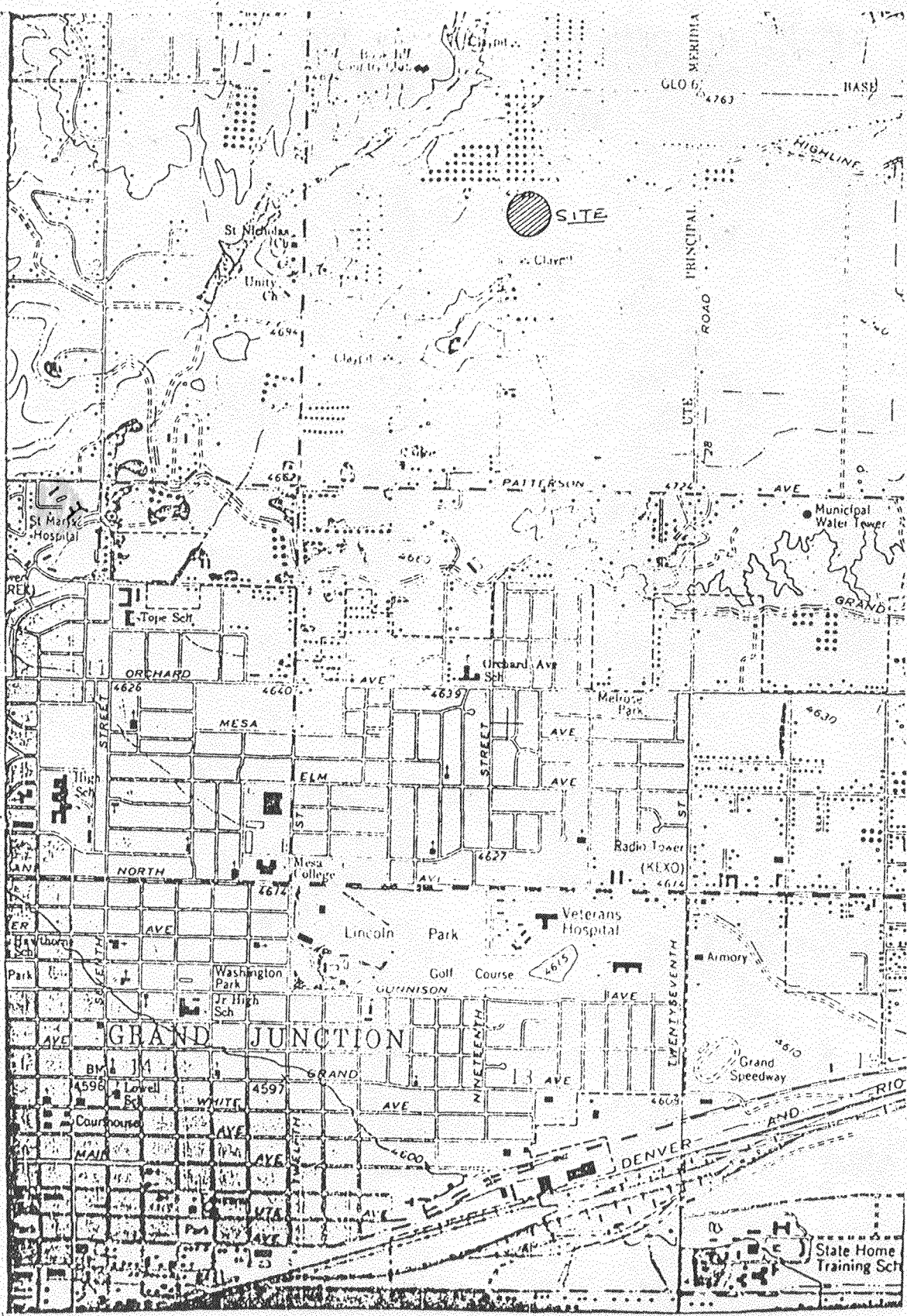
It is believed that all pertinent points concerning the subsurface soils on this site have been covered in this report. If questions arise or further information is required, please feel free to contact Lincoln-DeVore at any time.

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NORTH

SCALE: 1" = 2000'

GENERAL SITE LOCATION - ONION

HILL SUB - GRAND JUNCTION CO

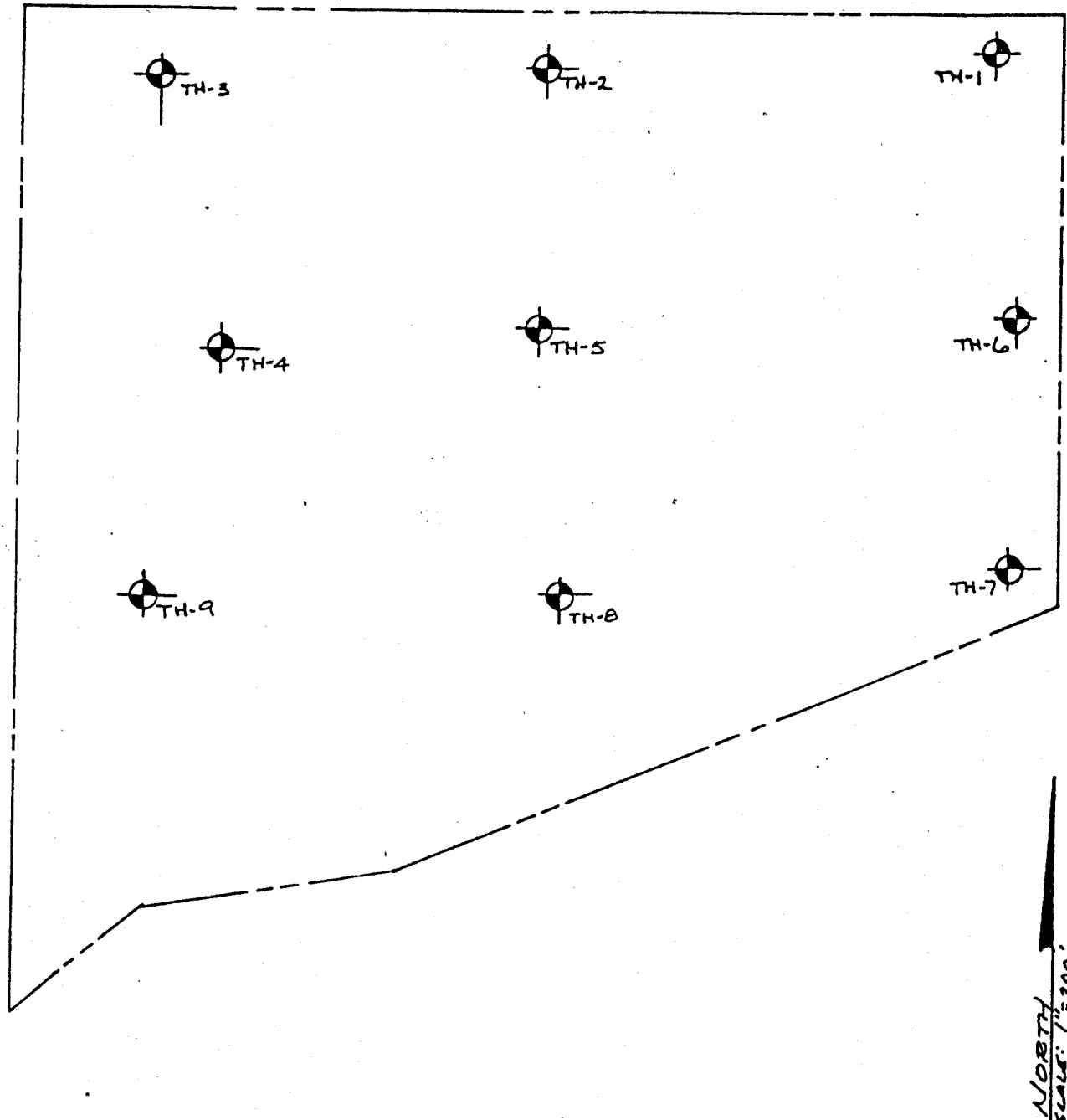
D LINCOLN
 DBVORE
 ENGINEERS-
 GEOLOGISTS

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

LDTL # 40644 J

E F^{3/4} ROAD (CORTLAND AVE.)

E 27 1/2 ROAD



NORTH
SCALE: 1" = 200'

EDTL #40644 J

SOIL BORING LOCATIONS

UNION HILL SUB - GR. JCT., CO

D 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
	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
<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 _p Natural Moisture Content
	W _x Weathered Material
	Free water table
	γ ^o Natural dry density
	T.B. - Disturbed Bulk Sample
	② Soil type related to samples in report
	15' W _x 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.

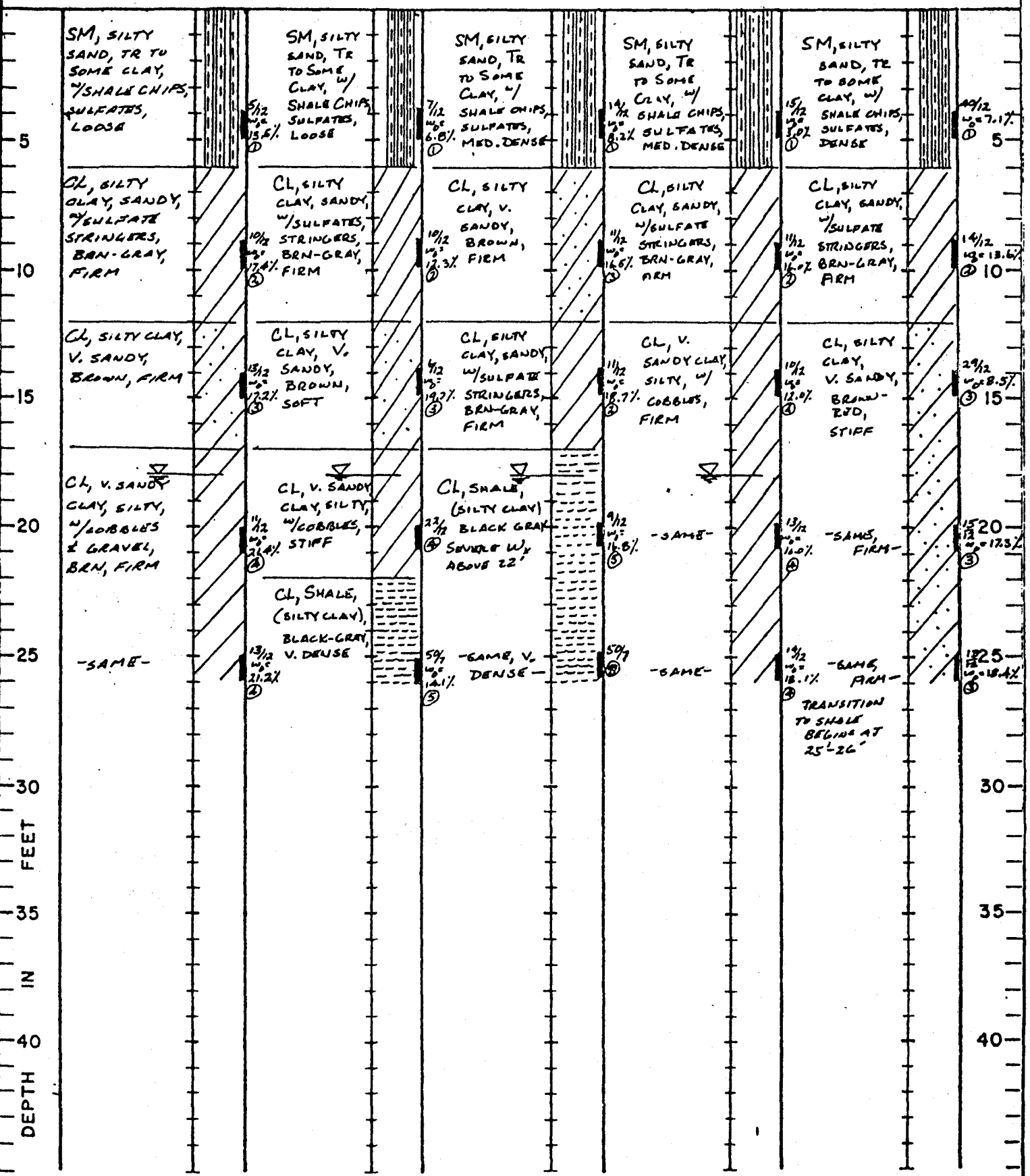
The boring logs show subsurface conditions at the dates and locations shown, and it is not warranted that they are representative of subsurface conditions at other locations and times.

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. 1
TOP ELEVATION

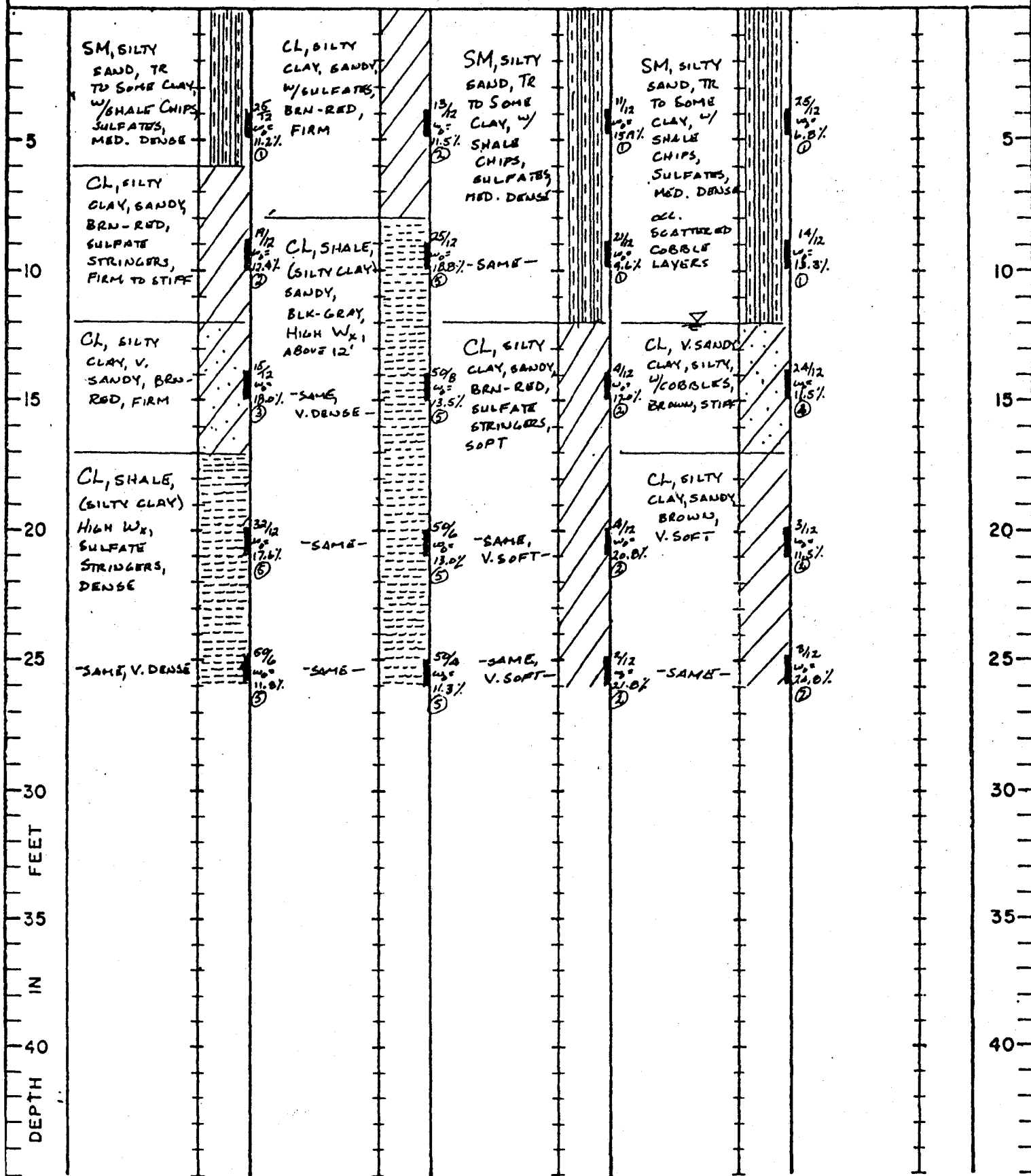
1 2 3 4 5



DRILLING LOGS

LD LINCOLN DeVORE ENGINEERS-GEOLOGISTS
 COLORADO: COLORADO SPRINGS, PUEBLO, GLENWOOD SPRINGS, GRAND JUNCTION, MONTROSE, WYOMING: ROCK SPRINGS

TEST HOLE NO. 6 7 8 9
 TOP ELEVATION _____



DRILLING LOGS



LINCOLN
 DeVORE
 ENGINEERS-
 GEOLOGISTS

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

SUMMARY SHEET

Soil Sample SM

Test No. 40644 J

Location ONION HILL SUBDIVISION - GO. JCT., CO

Date 8-11-81

Boring No. _____ Depth _____

Sample No. 1

Test by ADD

Natural Water Content (w) _____ %
Specific Gravity (Gs) _____

In Place Density (ρ_o) _____ pcf

SIEVE ANALYSIS:

Sieve No.	% Passing
1 1/2"	
1"	
1/2"	100.0
3/8"	97.3
4"	94.0
10	84.5
20	73.4
40	66.6
100	52.4
200	41.0

Plastic Limit P.L. 17.4 %
Liquid Limit L. L. 21.2 %
Plasticity Index P.I. 3.8 %
Shrinkage Limit _____ %
Flow Index _____
Shrinkage Ratio _____ %
Volumetric Change _____ %
Lineal Shrinkage _____ %

MOISTURE DENSITY: ASTM METHOD

Optimum Moisture Content 10.0 %
Maximum Dry Density - ρ_d _____ pcf
California Bearing Ratio (av) _____ %
Swell: _____ Days _____ %
Swell against 122 psf W_o gain 15.0 %

HYDROMETER ANALYSIS:

Grain size (mm)	%
<u>0.02</u>	<u>21.3</u>
<u>0.005</u>	<u>13.3</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BEARING:

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

PERMEABILITY:

K (at 20°C) _____
Void Ratio _____

Sulfates _____ ppm.

SOIL ANALYSIS

LINCOLN-DeVORE TESTING LABORATORY
COLORADO SPRINGS, COLORADO

SUMMARY SHEET

Soil Sample CL
 Location Onion Hill Sub - G.O. JCT, CO
 Boring No. _____ Depth _____
 Sample No. 2

Test No. 40644 J
 Date 8-11-81
 Test by ADD

Natural Water Content (w) _____ %
 Specific Gravity (Gs) _____

In Place Density (γ_o) _____ pcf

SIEVE ANALYSIS:

Sieve No.	% Passing
1 1/2"	_____
1"	_____
3/4"	_____
1/2"	_____
4	100.0
10	99.7
20	98.5
40	96.6
100	89.2
200	78.7

Plastic Limit P.L. 15.7 %
 Liquid Limit L. L. 25.8 %
 Plasticity Index P.I. 10.1 %
 Shrinkage Limit _____ %
 Flow Index _____
 Shrinkage Ratio _____ %
 Volumetric Change _____ %
 Lineal Shrinkage _____ %

MOISTURE DENSITY: ASTM METHOD

Optimum Moisture Content _____ %
 Maximum Dry Density - γ_d _____ pcf
 California Bearing Ratio (av) _____ %
 Swell: _____ Days _____ %
 Swell against 1715 psf W_o gain 14.1 %

HYDROMETER ANALYSIS:

Grain size (mm)	%
0.02	42.5
0.005	27.0
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BEARING:

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

PERMEABILITY:

K (at 20°C) _____
 Void Ratio _____
 Sulfates _____ ppm.

SOIL ANALYSIS

LINCOLN-DeVORE TESTING LABORATORY
 COLORADO SPRINGS, COLORADO

SUMMARY SHEET

Soil Sample CL

Test No. 40644 J

Location ONION HILL SUB. - GO. JCT., CO

Date 8-11-81

Boring No. _____ Depth _____

Sample No. 3

Test by ADD

Natural Water Content (w) _____ %
 Specific Gravity (Gs) _____

In Place Density (ρ_o) _____ pcf

SIEVE ANALYSIS:

Sieve No.	% Passing
1 1/2"	
1"	
3/4"	
1/2"	100.0
4	99.1
10	97.7
20	92.9
40	87.9
100	78.5
200	66.3

HYDROMETER ANALYSIS:

Grain size (mm)	%
0.02	36.9
0.005	22.9
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Plastic Limit P.L. 16.4 %
 Liquid Limit L. L. 25.2 %
 Plasticity Index P.I. 8.8 %
 Shrinkage Limit _____ %
 Flow Index _____
 Shrinkage Ratio _____ %
 Volumetric Change _____ %
 Lineal Shrinkage _____ %

MOISTURE DENSITY: ASTM METHOD

Optimum Moisture Content _____ %
 Maximum Dry Density - ρ_d _____ pcf
 California Bearing Ratio (av) _____ %
 Swell: _____ Days _____ %
 Swell against 1690 psf W_o gain 15.6 %

BEARING:

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

PERMEABILITY:

K (at 20°C) _____
 Void Ratio _____
 Sulfates _____ ppm.

SOIL ANALYSIS

LINCOLN-DeVORE TESTING LABORATORY
 COLORADO SPRINGS, COLORADO

SUMMARY SHEET

Soil Sample CL

Test No. 40644 J

Location ONION HILL SUB - GD JET., CO

Date 8-11-81

Boring No. _____ Depth _____

Test by ADD

Sample No. 4

Natural Water Content (w) _____ %
Specific Gravity (Gs) _____

In Place Density (ρ_o) _____ pcf

SIEVE ANALYSIS:

Sieve No.	% Passing
1 1/2"	
1"	
1/2"	100.0
3/8"	98.7
4	95.7
10	87.8
20	75.8
40	69.0
100	60.1
200	50.5

Plastic Limit P.L. 19.8 %
Liquid Limit L.L. 28.8 %
Plasticity Index P.I. 9.0 %
Shrinkage Limit _____ %
Flow Index _____
Shrinkage Ratio _____ %
Volumetric Change _____ %
Lineal Shrinkage _____ %

MOISTURE DENSITY: ASTM METHOD

Optimum Moisture Content - w_o _____ %
Maximum Dry Density - ρ_d _____ pcf
California Bearing Ratio (av) _____ %
Swell: _____ Days _____ %
Swell against 1945 psf w_o gain 16.3 %

HYDROMETER ANALYSIS:

Grain size (mm)	%
<u>0.02</u>	<u>28.9</u>
<u>0.005</u>	<u>20.7</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BEARING:

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

PERMEABILITY:

K (at 20°C) _____
Void Ratio _____

Sulfates _____ ppm.

SOIL ANALYSIS

LINCOLN-DeVORE TESTING LABORATORY
COLORADO SPRINGS, COLORADO

SUMMARY SHEET

Soil Sample SHALE-CK
 Location ONION HILL SWG. - GP. JET., CO
 Boring No. _____ Depth _____
 Sample No. 5

Test No. 40644 J
 Date 8-11-81
 Test by ADD

Natural Water Content (w) _____ %
 Specific Gravity (Gs) _____

In Place Density (ρ_o) _____ pcf

SIEVE ANALYSIS:

Sieve No.	% Passing
1 1/2"	_____
1"	_____
3/4"	_____
1/2"	_____
4	100.0
10	99.9
20	98.7
40	97.6
100	94.9
200	89.6

HYDROMETER ANALYSIS:

Grain size (mm)	%
0.02	76.1
0.005	52.7
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Plastic Limit P.L. 20.4 %
 Liquid Limit L.L. 43.6 %
 Plasticity Index P.I. 23.2 %
 Shrinkage Limit _____ %
 Flow Index _____
 Shrinkage Ratio _____ %
 Volumetric Change _____ %
 Lineal Shrinkage _____ %

MOISTURE DENSITY: ASTM METHOD

Optimum Moisture Content - w_p _____ %
 Maximum Dry Density - ρ_d _____ pcf
 California Bearing Ratio (av) _____ %
 Swell: _____ Days _____ %
 Swell against 1330 psf W_o gain 17.1 %

BEARING:

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

PERMEABILITY:

K (at 20°C) _____
 Void Ratio _____

Sulfates _____ ppm.

SOIL ANALYSIS

LINCOLN-DeVORE TESTING LABORATORY
 COLORADO SPRINGS, COLORADO

RECEIVED GRAND JUNCTION
PLANNING DEPARTMENT
APR 20 1984

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
ONION HILL

PREAMBLE

THIS DECLARATION, made on the date hereinafter set forth, by ONION HILL, LTD., a Limited Partnership, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of the following described property, situate in the County of Mesa, State of Colorado, more particularly described as:

ONION HILL, FILING NO. 1, according to the recorded plat thereof, hereinafter called "Property".

WHEREAS, Declarant has platted the Property into 35 lots, a recreational area and facilities on the property above described, together with other improvements thereon, and

WHEREAS, Declarant will convey the said property subject to the protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth,

NOW, THEREFORE, Declarant hereby declares that the property described above shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, uses and obligations, all of which are declared and agreed to be for the protection of the value of the property and for the benefit of any person having any right, title or interest in the described property, and which shall be deemed to run with the land, and shall be a burden and benefit to any persons acquiring such interests, their grantees, successors, heirs, legal representatives and assigns.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Homeowners Association of Onion Hill.

Section 2. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, duly elected pursuant to the Bylaws of the Association or appointed by Declarant as therein provided.

Section 3. "Bylaws" shall mean the Bylaws adopted by the Association as amended from time to time.

Section 4. "Common Area" shall mean all the property shown on the Plat except for the Lots designated on said Plat. Any Owner may elect to designate portions of his Lot as common area for purposes of maintenance.

Section 5. "Common Area Expenses" shall mean the Owners' pro rata share of the general common expenses including,

but not limited to, the Common Area maintenance, repairs, utilities, managements costs, maintenance and operation of recreational facilities, reserves, capital improvements, assessments and all other charges which the Association may levy upon the Owners in accordance with this Declaration.

Section 6. "Declarant" shall mean Onion Hill, Ltd., its successors and assigns.

Section 7. "Declaration" shall mean this document of Declaration of Covenants, Conditions and Restrictions of Onion Hill, as may be amended from time to time.

Section 8. "Drainway" shall mean and refer to all swales, channels, watercourses, draws, depressions, ditches, whether or not any of these shall constitute recognizable ravines of gorges or any size, and whether natural or artificial, over and in which surface water flows or is meant to flow.

Section 9. "Dwelling Unit" shall mean and refer to the single family residence constructed or to be constructed on each Lot and any replacement thereof, including the garage, patio and fence, along with the real property underlying the same as described in the deed to such Dwelling Unit.

Section 10. "Dwelling Unit Exterior" shall mean and refer to the roof, foundation, steps, footings, patios, fences, drainways, balconies, crawl spaces and outer surface of exterior walls of the Dwelling Unit, including, without limitation those portions which serve more than one Dwelling Unit.

Section 11. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

Section 12. "Manager" shall mean any duly authorized property manager employed or appointed by the Association to implement the duties and responsibilities incumbent upon the Association.

Section 13. "Owner" shall mean and refer to the record Owner of any Lot, whether one or more persons or entities, excluding those having an interest under an encumbrance.

Section 14. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 15. "Private Street" shall mean and refer to that part of the Common Area which is paved road provided for automobile traffic as shown on the recorded Plat thereof and not dedicated to a public governmental entity as a public street.

Section 16. "Properties" shall mean and refer to all Common Area, Lots and all improvements thereon and thereto which constitute or shall constitute the entire project herein created, known as "Onion Hill."

Section 17. "Rules" shall mean the Rules and Regulations adopted by the Association as amended from time to time.

ARTICLE II

SCOPE OF DECLARATION AND RIGHTS RESERVED BY DECLARANT

Section 1. PROPERTY SUBJECT TO DECLARATION.

Declarant, as the owner of fee simple title to the Properties, expressly intends to and, by recording this Declaration, does hereby subject the Properties to the provisions of this Declaration.

Section 2. CONVEYANCES SUBJECT TO DECLARATION.

All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land, and shall at all times inure to the benefit of and be binding on any person having at any time any interest or estate in the Properties, and their respective heirs, successors, representatives or assigns. Reference in any deed of conveyance, lease, mortgage, deed of trust, other evidence of obligation or any other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared herein as though fully and completely set forth in their entirety in any such document.

Section 3. OWNERS' RIGHTS SUBJECT TO THE PROVISIONS OF THIS DECLARATION.

Each Owner shall own his Lot in fee simple for use as a primary single family residence, and shall have full and complete dominion thereof, subject to the provisions of this Declaration.

ARTICLE III

PROPERTY RIGHTS

Section 1. OWNERS' EASEMENTS OF ENJOYMENT.

Every Owner and his immediate family shall have a non-exclusive right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to the Lot of such Owner, subject to the following rights:

- (a) The non-exclusive right and easement of the Association to make such use of the Properties as may be necessary or appropriate for the performance of the duties and functions which it is obligated or permitted to perform under this Declaration. The Association, in its sole discretion, may from time to time grant easements and rights of way on, across, under and over the Common Area to any district or other entity providing water, sewer, gas, electricity, telephone, cable television, or other similar service to the Properties or any addition to the Properties.
- (b) The right of the Association to make such reasonable Rules regarding the use of the Common Area and facilities located thereon by

members and other persons entitled to such use, including but not limited to the following:

- (1) To limit the number of guests of Owners permitted to use the recreational facilities.
 - (2) To fix reasonable admission or other fees for the use of any recreational facility by the guests of any Owner.
 - (3) To suspend the voting rights and the right of an Owner to use the recreational facilities for any period during which any assessment against his Dwelling Unit remains unpaid, and for a period not to exceed thirty (30) days for any infraction of the Rules.
 - (4) To regulate parking on all Private Streets.
- (c) The rights reserved in this Declaration to Declarant, Owners, other persons and the Association.

Section 2. DELEGATION OF USE.

Any Owner may delegate his right of enjoyment of the Common Area to the members of his family, to his tenants or to contract purchasers who may reside in the Dwelling Unit. All such persons shall be subject to the Rules concerning such use. Any Owner not residing in his Dwelling Unit may not use the recreational facilities except as may be provided otherwise by the Rules.

Section 3. LEASE OF DWELLING UNIT.

Any Owner shall have the right to lease his Dwelling Unit upon such terms and conditions as the Owner may deem advisable, subject to the following. Any such leases shall be in writing and shall provide that the lease is subject to the terms of this Declaration and the Rules. Only an entire Dwelling Unit may be leased, not any portions thereof, and only for single family residential use. Any failure of a lessee to comply with the terms of this Declaration, Articles of Incorporation or Bylaws of the Association, or the Rules shall be a default under the lease enforceable by the Association.

ARTICLE IV

EASEMENTS

Section 1. ACCESS.

Each Owner shall have a non-exclusive easement in, on and through the Common Area for access to said Owner's Dwelling Unit, provided that access by vehicle shall be only over Private streets, public streets and Auto Courts provided therefor.

Section 2. BLANKET EASEMENTS.

There is hereby created a blanket easement upon, across, over and under all of the Common Area for ingress and egress, installation, replacement, repair and maintenance of all utilities, including but not limited to water, (both domestic and irrigation), sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly

permissible for the electrical and/or telephone company providing service to erect and maintain the necessary poles and other necessary equipment on said Common Area and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roof and exterior walls of the buildings upon the Common Area. An easement is further granted to all police, fire protection and ambulance personnel, and all similar persons to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association to enter in, onto, above, across or under the Common Area and any Dwelling Unit to perform the duties of maintenance and repair to the Common Area. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on said Common Area except as approved by the Declarant or the Association. Should any utility furnishing a service covered by the general easement herein provided request a specific easement, Declarant or the Association may grant such an easement to the Common Area by a separate recorded instrument without conflicting with the terms hereof and without consent of the Owners being required. The easements provided for in this Article shall in no way affect any other recorded easement to said Common Area.

Section 3. EASEMENTS FOR ENCROACHMENTS.

If any part of the Common Area encroaches or shall hereafter encroach upon a Dwelling Unit adjacent thereto, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Dwelling Unit unintentionally encroaches or shall hereafter (whether because of reconstruction, settling, shifting or otherwise) encroach upon the Common Area, the Owner of that encroaching Dwelling Unit shall and does have a perpetual easement for such encroachment and for the maintenance of the same.

Section 4. EASEMENT FOR DRAINAGE.

The Association is hereby granted an easement and right of access in, on and through any Lot for the purposes of maintenance, repair, replacement or construction of Drainways as it deems necessary in order to promote the best and most reasonable flow of surface water across the Properties. Pursuant to said easement, the Association shall have the right to divert, accentuate or otherwise alter any Drainway across any of the Properties.

Section 5. EASEMENTS DEEMED APPURTENANT.

The easements and rights herein created for an Owner shall be appurtenant to the Dwelling Unit of that Owner, and all conveyances and instruments affecting title to a Dwelling Unit shall be deemed to grant and reserve the easements and rights as provided herein, as though set forth in said document in full, event though no specific reference to such easements or restrictions appears.

ARTICLE V

USE AND OTHER RESTRICTIONS

Section 1. USE.

All of the Properties shall be used for residential purposes; for services, activities and recreational facilities in conjunction with said residential use; for Dwelling Units; for the maintenance, administration of the afore-

mentioned and for Declarant's sales purposes. All structures erected upon the Properties shall be of new construction and none shall be moved from other locations onto the Properties. No structures of a temporary character, trailer, tent, shack, garage, barn or other out-buildings shall be placed on any portion of the Properties.

Section 2. TEMPORARY USE BY DECLARANT.

Notwithstanding any provision herein contained to the contrary, during the period of construction or sale, it shall be expressly permissible for Declarant to maintain upon the Common Area, without charge, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental for construction or sales purposes, including, but not limited to, a business office, storage area, construction yards, structures, and signs. For sales purposes, Declarant, its agents and prospective purchasers also shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Common Area at any and all reasonable times, without charge and without permission from any Owner or the Association being required.

Section 3. PROHIBITIONS.

All use and occupancy of the Common Area shall be subject to and governed by the Rules. No damage or waste shall be committed to the Properties. No Owner shall alter any of the Common Area or any Dwelling Unit Exterior without the prior written consent of the Association. Nothing shall be done within the Properties which would impair the structural integrity of any improvements located on the Properties.

Section 4. NO IMPERILING OF INSURANCE.

Nothing shall be done within the Properties which might result in an increase in the premiums of insurance obtained for any portion of the Properties or which might cause cancellation of such insurance, except with the prior written consent of the Board.

Section 5. NO VIOLATION OF LAW.

Nothing shall be done within the Properties which would be in violation of any statute, rule, ordinance, regulation, permit or validly imposed requirement of any governmental body.

Section 6. NUISANCES.

No noxious or offensive activity shall be carried on upon the Common Area, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood. No activity shall be conducted on any part of the Properties which is or might be unsafe or hazardous to any person. No part of the Common Area may be used as a dumping ground for garbage, trash or other waste, and the same shall be disposed of in a sanitary manner. All equipment for the storage or disposal of garbage, trash and waste shall be kept in a clean and sanitary condition. Garbage, trash or waste disposal shall be made in such a manner as may be established by the Association, and the burning of garbage, trash or waste in outside incinerators, barbecue pits or the like is strictly prohibited.

Section 7. SIGNS.

No signs, billboards or advertising devices of any nature except "for sale" signs in compliance with Rules of

the Association shall be erected or maintained on any part of the Properties; provided, however, the foregoing shall not apply to the business activities, advertising, or to the construction and maintenance of structures, if any, of Declarant while any portion of the Properties remains unsold. The Association may erect signs or notices for identification purposes in accordance with the applicable state and municipal laws or codes.

Section 8. PETS.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the Properties except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and shall be subject to the Rules and any governmental ordinances or laws. Dogs shall be leashed at all times when outside a Dwelling Unit and the pet's owner shall confine his dog for excretion to such areas as may be designated by the Association. Pets constituting a nuisance may be ordered by the Board to be kept within the Dwelling Unit of the owner or ordered expelled from the Properties.

Section 9. TRASH AND UNSIGHTLY USES.

Refuse piles or other unsightly objects and materials shall not be placed or remain upon the Common Area or any Dwelling Unit Exterior. The Association shall have the right to enter upon any Dwelling Unit Exterior and to remove such refuse piles or other unsightly objects and materials at the expense of the Owner, and upon due notice to Owner and failure of Owner to comply with this Section such entry shall not be deemed a trespass. The Association shall make Rules concerning trash storage and collection.

Section 10. MINERAL EXPLORATION.

No portion of the Properties shall be used to explore for or to remove any water, soil, hydrocarbons, or other materials of any sort.

Section 11. TREES, SHRUBS AND WATER.

The removal of trees, shrubs, and other improvements from the Common Area shall be prohibited without the express written approval of the Board. No person shall permit water to be introduced or placed into or on the soil anywhere within the Common Area without the express written approval of the Board. No person other than the Association shall alter any Drainway anywhere on the Properties or permit the same, by act or omission, to become obstructed in any manner, but nothing herein shall relieve any Owner of his duty to maintain Drainways as otherwise provided.

Section 12. PARKING.

No vehicle of any type shall be parked anywhere on the Common Area except on such portions of Private Street as may be designated by the Association. No commercial type of vehicle, truck or recreational vehicle shall be parked on the Common Area, except in areas designated for such purpose by the Association, unless engaged in transport to or from a building. For purposes of this Declaration, a Recreational Vehicle shall include: motor homes, motor coaches, buses, pickup trucks with camper tops or similar accessories, camping trailers or trailers of any type. Except as herein-after provided, no unused vehicle shall be stored or parked

on the Common Area except in areas as may be designated by the Association. "Unused vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of one (1) week or longer. A written notice describing the "unused vehicle" and requesting removal thereof may be personally served upon the owner, and if such vehicle has not been removed within seventy-two (72) hours thereafter, the Board shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the owner. If such owner shall be a member of the Association, the cost thereof may be added to his regular assessment.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. RESTRICTIONS.

No building, structure, patio, deck, exterior lighting, landscaping, awning or fence shall be erected, placed or altered (including the color thereof) on any Lot until the plans and specifications showing the nature, kind, shape, height, materials and location of such have been submitted to and approved in writing as to quality of workmanship and materials, and conformity and harmony of exterior design with existing structures and as to location with respect to existing buildings, topography and finished ground elevation, by the Architectural Control Committee appointed by the Association.

Section 2. APPROVAL.

If the said Architectural Control Committee fails to approve or disapprove such design and location in writing within thirty (30) days after said plans and specifications have been submitted in writing and received by the Association for consideration by the Architectural Control Committee, such approval will be deemed to have been given.

Section 3. LANDSCAPING.

At the request of any Owner or at its own discretion, the Architectural Control Committee shall review the landscaping of any Owner. The Architectural Control Committee may require the removal, transplanting or reconstruction of any landscaping determined to be or become a nuisance to other Owners or a threat to the structural integrity of any improvement on the Properties.

Section 4. COMMITTEE ADDRESS.

All plans and specifications which must be submitted in writing for approval hereunder shall be submitted to said Architectural Control Committee at the following address:

Onion Hill
Ridge Drive
Grand Junction, Colorado 81503

or to such other address as may hereafter be given in writing to the Owners by the Association or by said Architectural Control Committee.

Section 5. ORGANIZATION.

The Architectural Control Committee shall consist of three persons appointed by the Board of Directors. A majority vote of the Committee is required for approval or disapproval of proposed improvements. Declarant shall have the right to appoint the initial Committee members whose terms shall expire three (3) years from the date of the filing of this Declaration and said members need not be Owners. Thereafter, Committee members shall be appointed by the Board of Directors and must be Owners. One Committee member shall serve for one year; one Committee member shall serve for two years; and one Committee member shall serve for three years; and the Board of Directors shall appoint Committee members to replace those whose terms expire. Members of such Architectural Control Committee shall not be entitled to any compensation for services performed.

Section 6. RECORD KEEPING.

The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.

Section 7. NON-LIABILITY.

The Architectural Control Committee shall not be liable in damage to any person submitting requests for approval or to any Owner within the Properties by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

Section 8. THE SUBMITTAL.

Duplicate copies of plans and specifications shall be submitted to the Architectural Control Committee for review and final approval before any construction may be undertaken. Plans and specifications shall contain:

Plot plan (not less than 1"=20'): Showing setbacks, overhangs, grading and drainage, site lighting, location and extent of every improvement.

Landscaping Plan: Noting type, size and quantity of each item.

Building Elevations at ¼"=1'

Floor Plan at ¼"=1'

Color chart, including sample materials and paint chips. In addition, any other details and information necessary to explain exterior design features or components as may be requested.

Section 9. PHYSICAL REQUIREMENTS.

The total finished living area of any detached single family residential structure, whether on one or more levels of said structures, exclusive of open porches and garages, shall not be less than 2,000 square feet. A double garage, attached or detached shall be required. Adequate storage shall be provided in the garage or elsewhere taking into account that the garage must be used for parking. Maximum building height, from high point of adjoining grade to roof ridge shall be 26 feet. Chimneys may extend the Building code minimum.

Section 10. PATIO STRUCTURES.

The installation of patio structures and porches shall be designed such that they blend and compliment the appurtenant structure, aluminum or plastic patio roof structures being expressly prohibited.

Section 11. FENCING.

Fence height shall be a maximum of 6 feet above adjoining grade. Material and design shall compliment the residential structure. No chain link fencing is permitted. Wood fences shall be either cedar or redwood. All fences must present a finished side toward the exterior. A maximum area of 250 square feet may be fenced. Fencing of the entire site or fences within the front set back are prohibited.

Section 12. MATERIALS.

Roof materials are limited to hand split cedar shingles, clay or concrete tiles. No gravelled, metal or asphalt shingle roofs are permitted where exposed to view. Brick, stucco or slump block together with windows must cover at least 80% of the exterior wall. All chimneys shall be masonry. The remaining "accent" material, if any, must be durable, longlasting and carefully integrated with other materials. Metal fascia and soffits are permitted. Metal siding is not allowed. Windows shall be wood or vinyl clad, no aluminum windows are permitted.

Section 13. MECHANICS/PLUMBING/ELECTRICAL.

Roof top mechanical units shall be screened from view. Such screening must be an integral design element. Ground mounted mechanical, gas meters and electrical meters shall be screened or have their visual impact minimized.

Section 14. COLORS.

Earthen tones having a yellow or brown base, together with whites and greys shall be used. Light reds are permitted for tile roofs. Colors of new construction shall relate to and harmonize with existing adjacent color schemes.

Section 15. OUTBUILDINGS.

Outbuildings are not permitted. A detached garage is not considered an outbuilding.

ARTICLE VII

THE ASSOCIATION

Section 1. DUTIES AND RESPONSIBILITIES OF THE HOMEOWNERS ASSOCIATION OF UNION HILL.

Declarant has caused to be incorporated as a non-profit corporation. The Homeowners Association of Union Hill, has designated such Association to be the owner and manager of the Common Area. Any purchaser of a Lot shall be deemed to have assented to, ratified and approved such designation and management. Said Association, by its signature approving this Declaration, has agreed to perform the duties required of it hereunder. Said Association shall have the following duties, rights and powers:

- (a) To collect monthly or periodic assessments, equitably prorated, from Owners; to collect delinquent assessments by suit or otherwise; and to collect such other assessments as are herein authorized.
- (b) From funds collected to provide for maintenance, management, insurance and such other expenses as are enumerated in those Declarations.
- (c) To lease, acquire and sell real or personal property in pursuance of its obligations.
- (d) To enter into and upon the Dwelling Units when necessary with as little inconvenience as possible to the occupants concerned in connection with the duties outlined in these Declarations.
- (e) To enjoin or seek damages from the Owners for violation of the Declaration, the Articles of Incorporation of the Association, the Bylaws or the Rules.
- (f) To employ workmen, and others; to contract for services to be performed, including those of a Manager; to purchase supplies and equipment; to enter into contracts. The Association may not encumber or dispose of the fee title of any Owner except to satisfy a lien, award or judgment against such Owner for violation of the Owner's covenants imposed by this Declaration. The Association shall not enter into any contract or management agreement for the furnishing of services, material or supplies, the term of which is in excess of one year; and further provided that any contract or management agreement entered into by the Association shall be terminable by the Association for cause upon thirty (30) days written notice or without cause upon ninety (90) days written notice.
- (g) To protect and defend the Properties from loss and damage by suit or otherwise.
- (h) To employ counsel, attorneys and auditors in connection with legal matters of the Association and in connection with legal matters of its books and records, which audit shall be available to Owners and first mortgagees, as hereinafter provided, for inspection at the Association office.
- (i) To deposit funds in the hands of the Board which are not necessary for immediate disbursements in savings accounts of National or State Banks or Savings and Loan institutions earning the standard rate of interest and insured.
- (j) To file legal protests, formal or informal, with authorities against the granting by authorities of zoning ordinances or variances as to any property within a reasonable proximity of the Properties which might affect the value of any Owner's interest in the Properties.

- (k) To designate and assign to Owners available recreational vehicle storage facilities within the Common Area for the exclusive use or otherwise of Owners.

Section 2. THE BOARD OF DIRECTORS.

The Board of Directors shall consist of not less than three individuals, each of whom shall be a voting member, and said Board shall be elected at each annual meeting of the members of the Association as provided in the Bylaws.

Section 3. MEMBERSHIP.

Membership in the Association shall consist of the following:

- (a) Any person acquiring a fee simple record ownership interest in a Lot, other than as a mortgagee, a beneficiary under a deed of trust or a lien claimant, shall automatically become a member of the Association. Such ownership interest shall be the sole qualification for membership. Upon the sale or transfer of a Lot by an Owner, that person's membership shall terminate and shall be automatically transferred to the purchaser or transferee.
- (b) The General Partners of Declarant or their successors or assigns, such membership shall terminate when the right of such Partners to vote shall no longer be in effect.

Section 4. VOTING.

Members shall be entitled to one vote for each Lot owned, but in no event shall the ownership of more than one Dwelling Unit allow more than one vote per Lot. Where a Lot is owned by more than one Owner, such Owners shall, by a written instrument, designate one of such Owners to be the sole voting member. In the absence of such designation, the Board may designate one of the Owners as the sole voting member. However, the exclusive right to vote for the election of members of the Board of Directors shall be vested in the General Partners of Declarant or their successors or assigns, until:

- (a) 120 days after completion of transfer to Owners representing 75% of the votes of all Owners;
- (b) Three (3) years from the date of filing of this Declaration, whichever occurs sooner.

Section 5. INDEMNIFICATION.

The Manager, employees of the Association, and each director and officer of the Association, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon them in connection with any proceeding to which they may be a party, or in which they may become involved, by reason of being or having acted as such upon behalf of the Association; provided that this indemnification shall not apply if the said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided further that in the event of a settlement, the indemnification herein shall apply only when the Board

approves such settlement and reimbursement as being for the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such person may be entitled.

Section 6. LIMITATION UPON LIABILITY OF ASSOCIATION.

Notwithstanding the duty of the Association to maintain and repair parts of the Properties, the Association shall not be liable for injury or damage, other than the normal costs of the maintenance and repair, caused by any latent condition of the Properties or by the conduct of other Owners or persons or by casualties for which insurance pursuant to these Declarations is not required, or for which insurance is not provided by the Association.

ARTICLE VIII

ASSESSMENTS

Section 1. ASSESSMENTS.

Each Owner, by acceptance of a deed, agrees to pay the Association (1) assessments or charges, and (2) special assessments to be fixed, established and collected from time to time as herein provided. Such assessments, together with interest and the cost of collection in the event of delinquency in payment as allowed in Article VIII, Section 6, also shall be the personal obligation of the person who was the Owner, or of the persons jointly and severally who were the Owners at the time when the assessment was made. Payment of the assessments made shall be paid by the Owners to the Association as of the date of closing the original purchase of an Owner's Lot and prorated if upon a date other than the due date of an assessment, and thereafter in monthly or other periodic installments commencing on the first day of each month or period following the closing.

Section 2. PURPOSE OF ASSESSMENTS.

The assessments levied by the Association shall be used exclusively for the management and maintenance of the Common Area, and for the performance of all other duties and obligations incurred by the Association pursuant to this Declaration, including but not limited to: the provision of services and facilities related to the use and enjoyment of the Common Area; the maintenance, repair and replacement of underground utilities, Private Streets, Drainways, lighting and walkways; provision for snow removal, grounds upkeep, sprinkler systems, landscaping, garbage pickup, water and sewer service, recreational programs; the operation and maintenance of recreational facilities including personnel necessary for implementation, administration expenses, working capital, rental and acquisition of real or personal property; and such expenses as the Association, in its opinion, shall determine to be necessary and desirable including the establishment and maintenance of a cash reserve and a sinking fund for all of the foregoing purposes, including but not limited to an adequate reserve fund for the maintenance, replacement and repair of those elements of the Common Area which must be replaced on a periodic basis, to be charged against the Owners as part of their regular assessment. In the event repairs are required resulting from negligent acts of an Owner, the Owner's family, guests, employees, invitees or lessees, the Association shall be reimbursed forthwith by such Owner therefor.

Section 3. BASIS OF ASSESSMENT.

- (a) Water, Sewer and Trash. Each Owner will pay the charges assessed against his Dwelling Unit by Ute Water for water and the City of Grand Junction for sewer and trash removal.
- (b) Common Area Expenses. Each Owner shall pay _____% of the expense of maintenance, repair, replacement, administration and operation of the Common Area, including recreational facilities, all of which expense may take into account any sinking fund established for future expected expenditures. A separate fee may be levied by the Association for participants in a special program, for supplies for specialized classes, or for special tours, functions, or other activities, all of which activities are to be voluntary only. Such separate fee is not to be a Common Area Expense. The Common Area Expenses shall be prorated and charged to each Dwelling Unit in the percentage set forth above.
- (c) Levy of Assessments. During the first month of each calendar year, the Board shall determine the estimated annual assessment payable periodically during the year by each Owner; provided, however, that said assessments may be adjusted upon a finding of necessity by the Board, but not more than twice in any one year. As soon as practicable after the close of each calendar year, actual expenses shall be totaled and any overages or shortages of actual expenses and assessments made shall then be charged or refunded to the Owner. If additional Lots are added to Properties pursuant to Article VIII, the amount of annual and any special assessments payable with respect to a Dwelling Unit will be recomputed monthly to take into account any change in the number of Dwelling Units within the Properties.
- (d) Non-Exemption. No Owner shall be relieved from payment of any assessment or charge by waiver or suspension of the use of any of the Common Area or by the abandonment or leaving of a Dwelling Unit.

Section 4. SPECIAL ASSESSMENTS.

In addition to the assessments authorized above, the Board may levy special assessments for the purpose of defraying the cost of any construction or reconstruction, unexpected structural repairs or replacement or capital improvements, including the necessary fixtures and personal property related thereto. If any such assessment exceeds \$5,000.00, the same must have assent of a majority of the Owners voting in person or by proxy at a meeting duly called for such purpose or at the annual meeting, but only if at least twenty-five percent (25%) of the Owners are present in person or by proxy. Written notice shall be sent to all Owners of record not less than fifteen (15) days not more than thirty (30) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. INITIAL CAPITAL CONTRIBUTION.

The Association shall levy and collect from each Owner at the closing when the Owner acquires a Lot, the sum equal to six (6) times the original estimated monthly assessment apportioned to his Lot. Said sum may be used by the Association for working capital, for application against a delinquent account of an Owner, or for emergency needs, and shall be refunded to the Owner (except as hereinafter provided) upon the sale or transfer of his Lot less any amount then due by said Owner to the Association. Such amount may be transferred to a new Owner upon a settlement sheet adjustment between a seller and purchaser. Deficiency amounts in any Owner's account shall be promptly restored upon request by the Board to maintain an amount equal to six (6) times the original estimated assessment for such Dwelling Unit. The existence of this reserve account shall in no way relieve any Owner from his duty to pay his assessment when due.

Section 6. NON-PAYMENT OF ASSESSMENTS.

- (a) Assessments and fees shall be due and payable on the first day of each month or the first day of the period fixed for payment of the assessment or fees, and shall become delinquent unless paid ten (10) days thereafter. All unpaid assessments and fees shall be subject to a late charge for non-payment as may be determined from time to time by the Board. If such fees or assessments are not paid within thirty (30) days after the due date, they shall bear interest from the date of delinquency at the rate of eleven percent (11%) per annum or a other reasonable rate fixed by the Board and uniformly applied. Failure to make payment within thirty (30) days of the due date thereof shall also cause the full amount of such Owner's estimated annual assessment for the remainder of that year to become due and owing at once, at the option of the Board. In the event it shall become necessary for the Board to collect any delinquent assessment or fees, whether by foreclosure of a lien hereinafter created or otherwise, the delinquent Owner shall pay in addition to the assessment and late charge and interest herein provided, all costs of collection, including a reasonable attorney's fees and costs incurred by the Board in enforcing payment.
- (b) The Association is hereby granted a lien against the Owner's Dwelling Unit and Lot for any payment or payments which the Owner fails to make as required by this Declaration; provided, however, that (1) such lien shall be effective only upon recordation of a notice thereof in the office of the Clerk and Recorder of Mesa County, State of Colorado, and each Owner, by accepting a deed to his Dwelling Unit, designates any one of the officers of the Association or its duly appointed Manager as agent with full irrevocable power and right to record a notice of said lien in favor of the Association; (2) a lien accruing hereunder shall be foreclosed in the same manner as provided by the laws of the State of Colorado for foreclosure of mortgages on real property; and (3) such lien shall be subject and subordinate to and shall

not affect the right of a holder of any recorded first mortgage now or hereafter placed on the Dwelling Unit in good faith and for value. The lien hereby given shall also be a lien upon all of the rents and profits of the encumbered Dwelling Unit. In the event of a foreclosure, the Owner shall be required to pay reasonable rental to the Association for occupying the same during the period of the foreclosure, and if after the filing of a foreclosure action, the Owner's Dwelling Unit is left vacant, the Board may take possession and rent said Dwelling Unit or apply for the appointment of a receiver for the Dwelling Unit without notice to the Owner. In addition to the lien herein granted, the Board shall have the right to bring an action at law against any Owner who fails to pay any amounts assessed against his Dwelling Unit and obtain judgment for the amount of the assessment due plus costs as herein provided. The Board shall have the power to bid at the foreclosure sale, and if title is obtained, hold, lease, mortgage and encumber or convey the same.

- (c) Sale or transfer of any interest by an Owner shall not affect or release any lien granted the Association herein.
- (d) In the case of the conveyance of a Dwelling Unit and Lot pursuant to foreclosure proceedings or by deed in lieu of foreclosure, such transfer of title shall extinguish the lien for all unpaid assessments made by the Association becoming due before the date of transfer of title or date of first possession, whichever comes first. The amount remaining unpaid with respect to which the lien is extinguished shall be deemed to be a Common Area Expense collectible from all the Owners as such, without prejudice to the right of the Association to recover such amount from the delinquent Owner.

ARTICLE IX

MAINTENANCE

Section 1. MAINTENANCE OF THE COMMON AREA.

The Association shall provide for the care, operation, management and repair of the Common Area. Without limiting the generality of the foregoing and by way of illustration, the Association shall keep the Common Area in good, clean, attractive and sanitary order and repair; may arrange to be furnished to the Common Area and each of the Dwelling Units, water, sewer, electric, gas and all other necessary utility services (Dwelling Units may be separately metered for any or all of such services, in which event the obligation to pay for such services shall be that of the Owners with respect to their Dwelling Units); may maintain and replace all or any portion of the landscaping; may provide for rubbish collection; may remove snow, ice and other materials from the Streets and walkways; shall keep the Properties safe, attractive and desirable; and may make necessary or desirable alterations or improvements to the Common Area. Nothing herein shall be construed as a waiver of any right by the Association to recover for any damage or expense incurred as the result of the willful or negligent action or omission of any person.

Section 2. MAINTENANCE OF DWELLING UNITS.

Each Owner shall be responsible for the maintenance, repair and replacement of his Dwelling Unit which shall include the following:

- (a) Maintenance, repair and replacement of water, sewer, electrical and other systems which serve his Dwelling Unit.
- (b) Maintenance, repair and replacement of roofs, steps, patios, fences, balconies and outer surfaces of exterior walls; and
- (c) Painting, repainting and resurfacing of Dwelling Unit Exteriors.

Section 3. DUTY TO MAINTAIN DWELLING UNIT.

Each Owner shall have the duty to make reasonable inspections of his Dwelling Unit, from time to time, to determine if said Dwelling Unit contains any obvious defects which require maintenance.

Section 4. DUTY TO REPAIR DEFECTS.

In the event a defect as described in Section 3 above may affect the Dwelling Unit of any other Owner or the Common Area, the Owner whose Dwelling Unit has the defect shall repair the same in a workmanlike fashion within a reasonable time following discovery thereof. Upon the failure of such Owner to so repair, the Association shall have the duty to enter into and upon the Dwelling Unit and effect such repair, the cost of which shall be chargeable to such Owner by assessment or otherwise.

Section 5. WILLFUL OR NEGLIGENT ACTS.

In the event that any maintenance, repair or other work is required because of the willful or negligent action or lack of action of any Owner, his family guests, tenants, invitees, lessees or licensees and such maintenance, repair or other work is not covered or paid for by insurance for the benefit of the Association, the Board may perform such work or cause the same to be performed at such Owner's cost and expense and may make an assessment to recover payment thereof against such Owner, provided, except in the event of emergency, such Owner shall be given ten (10) days' prior notice within which to perform the required maintenance, repair or work.

ARTICLE X

INSURANCE

Section 1. DWELLING UNIT INSURANCE.

Each Owner shall be responsible for and shall procure fire and all-risks coverage insurance for his Dwelling Unit for not less than the full insurable replacement value thereof.

Section 2. REBUILDING OF DAMAGED DWELLING UNIT.

In the event of damage or destruction of any Dwelling Unit by fire or any other casualty, the Owner shall with a reasonable time repair or rebuild the same in a workman-

like manner with materials comparable to those used in the original structure. The plans and specifications for the repair or rebuilding shall be approved by the Architectural Control Committee before any construction shall commence.

Section 3. WAIVER OF SUBROGATION.

The Association and each Owner hereby waive and release any and all claims which they may have against any Owner, the Association, its officers, members of the Board, its employees and agents, the Declarant and any Manager and its respective employees or agents for damage to the Properties or to any personal property located on the Properties, caused by any casualty, to the extent that such damage is covered by fire or other form of casualty insurance. All policies secured by the Association under this Article shall contain waivers of the insurer's rights to subrogation as to any claim against the Association, its Board of Directors, agents, employees, and all other Owners, and providing further that the insurer shall not be entitled to contribution. Mortgagee endorsements shall be made when the Owner's interest is subject to an encumbrance.

Section 4. INSURANCE FOR THE ASSOCIATION.

The Association shall be required and empowered to obtain and maintain the following insurance:

- (a) Insurance coverage upon the Common Area and all property owned or leased by the Association;
- (b) Insurance coverages against loss or damage by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, fire and all other casualty as are covered under standard overage provisions for the full insurable replacement cost of the Common Area.
- (c) Comprehensive public liability insurance in a minimum amount of \$1,000,000.00 per single occurrence and Workmen's Compensation coverage upon employees and other liability insurance insuring the Association, Board of Directors, Managers and agents in connection with the Properties.
- (d) Fidelity bonds to protect against dishonest acts on the part of Association officers, directors, trustees and employees, and all others who handle or are responsible for handling Association funds. Such bonds shall (1) name the Association as an obligee; (2) be written in an amount equal to at least 150% of the estimated annual operating expenses of the Properties, including reserves; (3) contain waivers of any defense based upon the exclusion of persons serving without compensation from any definition of "employee" or similar expression; (4) provide that no modification in any substantial manner, or cancellation shall be had without 30 days prior written notice to the holders of the first deeds of trust on the Properties.
- (e) Such other insurance as the Board may deem desirable for the benefit of the Owners.

Section 5. MORTGAGEE'S RIGHTS.

In the event of substantial damage to, or destruction of, any part of the Common Area, any distribution of insurance proceeds hereunder shall be made to the Owners and their respective Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the first mortgagee of a Dwelling Unit with respect to any such distribution; provided, however, that nothing in this Section 5 shall be construed to deny the Association the right to apply any such proceeds to repair or replace damaged portions of the Common Area. The Association shall notify the appropriate Mortgagee forthwith whenever damage to the Common Area exceeds \$10,000.

ARTICLE XI

MORTGAGEE'S RIGHTS

Section 1. NOTICE TO MORTGAGEE.

Each holder of a first deed of trust on any Dwelling Unit shall, upon written request by such holder to the Board, receive any of the following:

- (a) Copies of budgets, notices of assessments, insurance certificates, or any other notices or statements provided under this Declaration by the Association to the Owner of the Dwelling Unit covered by the deed of trust;
- (b) Any audited or unaudited financial statements of the Association within ninety (90) days following the end of any fiscal year, which are prepared for the Association and distributed to the Owners;
- (c) Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative;
- (d) Notice of the decision of the Owners or the Association to make any material amendment to this Declaration, the Bylaws, or the Articles of Incorporation of the Association;
- (e) Notice of substantial damage to or destruction of any part of the Common Area;
- (f) Notice of commencement of any condemnation or eminent domain proceedings with respect to any part of the Common Area;
- (g) Notice of any default of the holder's Owner which is not cured by the Owner within thirty (30) days after the giving of notice by the Association to the Owner of the existence of the default;
- (h) The right to examine the books and records of the Association at any reasonable time.

Section 2. FORM OF REQUEST.

The request of a holder shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the

Association. Failure of the Association to provide any of the foregoing to a holder who has made a proper request therefor shall not affect the validity of any action which is related to any of the foregoing. The Association need not inquire into the validity of any request made by a holder hereunder and in the event of multiple requests from purported holders of the same Dwelling Unit, the Association shall honor the most recent request received.

Section 3. PROTECTION.

No violation or breach of or failure to comply with any provision of this Declaration and no action to enforce any such provision shall affect, defeat, render invalid or impair the lien of any mortgage taken in good faith and for value and perfected by recording in the appropriate office, prior to the time of recording in said office of an instrument describing the Lot and listing the name or names of the Owner or Owners thereof and giving notice of such violation, breach or failure to comply. However, any purchaser on foreclosure or person accepting a deed in lieu thereof shall take subject to this Declaration.

ARTICLE XII

CONDEMNATION PROCEDURE

Section 1. CONDEMNATION OF COMMON AREA.

In the event of a proceeding in condemnation or partial condemnation of any Common Area by any governmental authority authorized so to do, then the proceeds from such condemnation attributable to the Common Area shall be distributed unto the Owners based upon their percentage of ownership set forth in Article VIII hereof.

Section 2. CONDEMNATION OF DWELLING UNITS.

If a Dwelling Unit is condemned, then the proceeds of any such condemnation shall be distributed to the Owner by the entity performing the condemnation, without prejudice to the right of other Owners to negotiate or agree individually.

Section 3. LIEN HOLDERS.

When a condemnation occurs and the Dwelling Unit is subject to an encumbrance, the Association shall send written notice forthwith to all holders of first deeds of trust covering any Dwelling Unit affected thereby. The proceeds due the Owner by reason of such condemnation shall be paid to the holder of the encumbrance. The holder of a first deed of trust shall be entitled to priority over all other parties with respect to any distribution of condemnation proceeds. Any excess amount not required to clear the encumbrance shall be paid to Owner.

ARTICLE XIII

SUBMISSION OF ADDITIONAL PROPERTY

Section 1. ADDITIONS OF PROPERTY.

Declarant hereby expressly reserves the right to bring additional property from time to time within the Properties established by this Declaration. Such additions will be made by the execution by Declarant and filing of record of

an "Amendment to Declaration of Covenants, Conditions and Restrictions of Onion Hill", reciting that (1) this Declaration is amended by adding thereto additional real property to be embraced in and to be brought into the Properties herein established, and (2) that the provisions of this Declaration or additional terms and conditions shall govern such additional property recited in the Amendment to be brought into the Properties. No consent or approval of such amendments shall be required of any Owner or encumbrancer who may have acquired an interest in the Lot and such consent and approval are hereby expressly waived by such persons. No addition to these Properties shall diminish an Owner's interest in his Dwelling Unit and Lot.

Such additions to the Properties shall be divided into Lots and all of the provisions contained in this Declaration shall be applicable to the additions. Each Owner shall have the non-exclusive right as provided by this Declaration, together with all other Owners, to use of the Common Area which is not herein specifically dedicated to the use of less than all of the Owners. This easement shall be irrevocable and shall be for the purposes of ingress and egress, recreational and social use.

Section 2. ESCROW ACCOUNT.

Declarant covenants to establish an escrow account in favor of the Association, into which shall be deposited sums sufficient to complete construction of all of the recreational facilities, and to convey the same to the Association free and clear of all liens and encumbrances except those created or allowed by this Declaration and easements for utilities.

ARTICLE XIV.

COMPULSORY ARBITRATION

All controversies, claims and matters of difference, including all questions as to whether the right to arbitrate any question exists, excepting those matters for which this Declaration specifically provides another method of settlement or enforcement, arising between or among the Owners, the Association, the Board, the Manager and any agent or committee of the Association or Board, shall be settled by arbitration in Grand Junction, Colorado, according to the rules and practices of the American Arbitration Association from time to time in force, except that if such rules and practices shall conflict with the Colorado Rules of Civil Procedure or any other provision of Colorado law then in force, such Colorado rules and provisions shall govern. This submission and agreement to arbitrate shall be specifically enforceable. Arbitration may proceed in the absence of either party if notice of the proceedings has been given to such party. The parties agree to abide by all awards rendered in such proceedings. Such awards shall be final and binding on all parties to the extent and in the manner provided by the Colorado Rules of Civil Procedure, and the costs of arbitration including reasonable attorney's fees shall be borne by the losing party thereto unless the arbitrators specify otherwise. All awards of the arbitrators may be filed with the Clerk of the District Court of Mesa County, State of Colorado, as a basis of declaratory or other judgment and for the issuance of execution, and, at the election of the party making such filing, with the clerk of one or more other courts, state or federal, having jurisdiction over the party against whom such an award

is rendered or its property. No party shall be considered in default hereunder during the pendency of arbitration proceedings relating to such default.

ARTICLE XV

DURATION AND AMENDMENTS

Section 1. AMENDMENTS.

Except as hereinafter provided, the Declaration may not be amended or revoked, nor may any Common Area used or held for the benefit of all the Dwelling Units on the Properties be abandoned, partitioned, subdivided, sold, encumbered or transferred except by a vote of Owners representing not less than seventy-five percent (75%) of all Owner's interests in the Dwelling Units. Whenever an Owner's interest is subject to an encumbrance in the nature of a first mortgage, his vote shall be included in said required percentage only upon concurrence of the holder of the encumbrance. Such amendments shall be effective only upon the recordation of the certificate setting forth the amendment signed by the Owners and the first mortgagees representing not less than seventy-five percent (75%) of all the interests in the Dwelling Units. No amendments to this Declaration shall affect the rights of Declarant herein unless approved and consented to by Declarant in writing.

Section 2. MORTGAGEE'S RIGHTS.

The above notwithstanding, the prior written approval of all holders of first deeds of trust on the Dwelling Units will be required for any of the following:

- (a) An amendment to the Declaration which (i) changes the ratios of assessments against Owners or (ii) amends this Article Section or any other provisions which specifically grants rights to Mortgagees hereunder;
- (b) The alienation, release, transfer, hypothecation or other encumbrance of the Common Area after such Common Area has been conveyed to the Association subject to Declarant's rights herein; except that the consent of Mortgagees shall not be required for action by the Association to (i) grant easements for utilities and similar or related purposes, or (ii) to lease or grant licenses.
- (c) The removal of any part or all of the Properties from the provisions of this Declaration;
- (d) The effectuation of any decision by the Association to terminate professional management, and to assume self-management, of the Common Area.
- (e) The waiver or abandonment of the scheme of Architectural Control or the enforcement thereof.
- (f) The failure to maintain insurance on the Common Area or any decision not to use the proceeds of such insurance to rebuild or replace or reconstruct the Common Area all as provided in Article X.

Section 3. SPECIAL AMENDMENTS.

Declarant hereby reserves and is granted the right and power to record a Special Amendment to this Declara-

tion at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Governmental National mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Dwelling Units. In futherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and record Special Amendments. No Special Amendment made by Declarant shall affect or impair the lien of any first mortgage upon a Dwelling Unit or any warranties made by an Owner or first mortgagee upon a Dwelling Unit or any warranties made by an Owner or first mortgagee in order to induce any of the above agencies or entities to make, purchase, insure, or guarantee the first mortgage on such Owner's Dwelling Unit.

ARTICLE XVI

GENERAL PROVISIONS

Section 1. ENFORCEMENT.

The failure of an Owner to comply with the provisions of the Declaration, Bylaws and any Articles of Incorporation will give rise to a cause of action in the Association and any aggrieved Owner for the recovery of damanges, or injunctive relief, or both.

Section 2. INVALIDITY.

Any provision of this Declaration which is invalidated in any manner whatsoever shall not be deemed to affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 3. CLAIMS.

No claim or cause or action shall accrue in favor of any person in the event of the invalidity of any provision of this Declaration or for failure of the Association or Declarant to enforce provision hereof. This Section may be pleaded as a full bar to the maintenance of any suit, action, or arbitration brought in violation of this provision.

Section 4. WAIVER.

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 5. CAPTIONS.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

Section 6. GENDER.

The use of the masculine gender in the Declaration shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, when the context so requires.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized Partners on the _____ day of _____, 1984.

ONION HILL, LTD., a Limited Partnership

By _____
William G. Waldeck

By _____
W. L. Wilson

By _____
W. S. Dawson

By _____
G. Dale Williams

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 1984, by William G. Waldeck, W. L. Wilson, W. S. Dawson and G. Dale Williams, General Partners of Onion Hill, Ltd., a Limited Partnership.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____

Notary Public

CITY OF GRAND JUNCTION IMPROVEMENTS AGREEMENT

On re: RIDGE DRIVE 27½ & 870 Feet South of Cortland Avenue
 Name of subdivision or other improvement location

Intending to be legally bound, the undersigned subdivider hereby agrees to provide throughout this subdivision and as shown on the subdivision plat of Onion Hill, Filing One date April 1 19 84, the name of subdivision Onion Hill, Filing One following improvements to City of Grand Junction standards and to furnish an Improvements Guarantee in the form acceptable to the City for these improvements.

Improvements	Quantity and Unit Costs	Estimated Cost	Estimated Completion Date
Street grading	2575 C.Y.	5,150	5-85
Street base	1290 C.Y.	19,350	" "
Street paving	4375 S.Y.	19,688	" "
Curbs and Gutters	2314 L.F.	16,198	" "
Sidewalks	2080 L.F.	15,600	" "
Storm Sewer facilities	2 Inlets, 70 L.F. ^{pipe}	1,700	" "
Sanitary sewers	3 Manholes	2,700	" "
Mains	900 L.F.	8,000	" "
Laterals or house connections	N.A.		" "
On-site sewage treatment	N.A.		" "
Water mains	1180 L.F.	10,500	" "
Fire hydrants	1	1,200	" "
On-site water supply	N.A.		" "
Survey monuments	N.A.		" "
Street lights	2	5,000	" "
Street name signs	1	100	" "
SUB TOTAL		\$105,186	" "

Supervision of all installations (should normally not exceed 4% of subtotal) \$4,207.00

TOTAL ESTIMATED COST OF IMPROVEMENTS AND SUPERVISION \$ 109,340.00

The above improvements will be constructed in accordance with the specifications and requirements of the City or appropriate utility agency and in accordance with detailed construction plans based on the City Council approved plan and submitted to the City Engineer for review and approval prior to start of construction. The improvements will be constructed in reasonable performance with the time schedule shown above. An Improvements Guarantee will be furnished to the City prior to recording of the subdivision plat.

J. Dale Williams
 Signature of subdivider

(If corporation, to be signed by President and attested to by Secretary, together with the corporate seal.)

Date: April 2 19 84

I have reviewed the estimated costs and time schedule shown above and based on the plan layouts submitted to date and the current costs of construction take no exception to the above.

 City Engineer

Date: _____ 19 _____

#56 83
 2/2

RESIDENTIAL DEVELOPMENT

Circle one
(Preliminary Final)

DEVELOPMENT SCHEDULE & DATA BASE

Development Name: _____

Phase #	Est. start of construction	Est. completion of construction	# acres	# units by Type		Ave. est. sales price per unit	# of buildings by Type		Ave. fair market value of bldgs. by type
I									
Final Plat And Plan	Fall 1984 Spring 1985	All Units 1986	12.18	Single Family	20	\$200,000.	Duplex		
				Mobile Home			Triplex		
				Patio Home			Fourplex		
				Town Home			OTHER		
				Condo	8		# Units Per Bldg	# Bldgs	
							4	2	
II TO IV	Spring 1985	Summer 1990	16.04	Single Family	15		Duplex		
				Mobile Home			Triplex		
				Patio Home			Fourplex		
				Town Home			OTHER		
				Condo	80		# Units Per Bldg	# Bldgs	

FOR RENTAL PROJECTS ONLY

#56 83
2/2



27 1/2 Rd



REVIEW SHEET SUMMARY

FILE NO. #56-83 TITLE HEADING Union Hill Filing #1 DUE DATE April 13, 1984

ACTIVITY - PETITIONER - LOCATION - PHASE - ACRES Petitioner: Dale Williams, Beck, Shrum & Associates; Location: SE Corner Courtland & 27½ Rd.; Phase: Final Plat & Plan

PETITIONER ADDRESS Williams: P.O. Box 1954 Grand Junction, CO 81502
Beck, Shrum & Assoc.: 215 Pitkin, Suite #203 Grand Junction, CO 81501
 ENGINEER N/A

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
4/9/84	Fire Dept.	Street names and address system to be provided. When security gate is installed, lock box will be required to be installed on guard house, to provide Fire Department with card or key to open gate. Contact Fire Dept. concerning this. Fire hydrants and water mains to be installed before construction begins.
4/10/84	Public Works	Will City trash and sewer crews have entry cards to get into service utilities? Construction plans for the sanitary sewer system must be approved by the City prior to construction. This development review does not constitute construction review and approval.
4/11/84	Walker Field	The project contemplated lies within the Airport Critical Zone. Conformity with Mesa County and City of Grand Junction Land Use Policies and Regulations, and F.A.R. Part 77 criteria will satisfy all airport related concerns.
4/11/84	Ute Water	No objections to the plan. Technical corrections for construction have been addressed directly to the Engineer. Comments made on Preliminary Review still apply. Policies and fees in effect at the time of application will apply.
4/13/84	Mtn. Bell	Easements O.K. as shown. A land development agreement may be required to provide telephone facilities.
4/13/84	Parks/Rec.	With reference to the request to delete Ridge Drive from appraisal consideration, it is our feeling that since this has not been done with other subdivisions that include potentially major streets, we cannot do it in this case. The appraisal is in order and acceptable.
4/13/84	Transportation Engineer	<p>Landscape plans are acceptable. Please get soil tests to ensure compatibility of all plant materials.</p> <p>Since my comments of 12/13/83 (attached) have not been addressed, with the exception of the R.V. access point (which is now on a curve at an intersection) and the 12 foot lanes around the "bulbed" areas, I will resubmit them. Also, the guest parking that backs out onto the street is hazardous and should be moved.</p> <p>(Attachment) There will be no medians allowed at the access points on Ridge Drive and 27½ Road. I do not feel that these streets should be "private" but should be built to City standards. However, I will leave this matter to the City Engineer.</p> <p>A single access point for the single-family area is not adequate for traffic circulation or emergency access. There should be an access point on Cortland Avenue. Street improvements on Cortland Ave. and 27½ Road adjacent to this project should be required.</p> <p>The street design (whether private or public) is less than adequate. A 24' mat with no parking enforcement capability</p>

will become blocked with parked cars. There are dead-ends with no standard cul-de-sac treatment.

There should be sidewalks on both sides of all streets so that pedestrians will not be forced to walk in the street.

4/13/84 City Engineer

Developer will be required to install a "Private Street" sign at the entry of each private street segment.

All drainage from site must be designed to reduce the peak flow from the site to not exceed the historic runoff rate prior to development. A hydrology report must be prepared prior to construction showing the 2-year and 10-year hydrologic events, and a plan for detention of peaks exceeding the 2-year historic flow up to the 10-year event. Use of open space is encouraged for detention areas. Report by a Colorado P.E.

The developer should be required to escrow today's costs of improving 27½ Road and Cortland Ave. One-half street improvements to meet City standards (as per new City Council directive). Cost estimates should be prepared by a professional engineer for those improvements and reviewed by this office prior to acceptance of final plan.

Drainage report should include analysis of proposed ponds and site drainage effect on off-site drainage improvements downstream, including existing channels and culverts within 1/2 mile downstream.

The valley pan at Sta 11+11.00 should be designed for traffic speeds up to 30 m.p.h.

My concerns for private streets still exist, including widths, medians, and cul-de-sac designs.

4/16/84 County Planning

No problems from our perspective.

4/16/84 Comprehensive Planning

No comments. One question though, how are they dealing with the drainage ditch?

4/16/84 Public Service Gas & Electric

Will need 10 ft. front lot line easements. Correct prints to indicate existing underground electric along east property line, not overhead electric. C.B. D.N. 4/13/84

4/16/84 Planning Dept.

Impact Statement: This is a request for a final plan and plat yet, in your narrative, it states that if the ponds are pursued "at a later date, the property owners will undertake an engineering analysis." Many of the previous review comments from the preliminary have not been resolved, including (1) the private drive situation, (2) aviation easements for the airport overlay, (3) the additional access, (4) and drainage situations.

Since powers of attorney's for street improvements are no longer acceptable, the escrow will replace the POA. Since this is the first phase of a total concept, many of these questions raised will have to be addressed now. Since we do not know when the remaining portions will actually develop, many of the overall concepts shown in your preliminary tie directly into the overall plan, not just this phase.

It has also been brought to this department's attention, a situation regarding the spring and drainage concerns to property owners south of this project. As per discussions with the representative of this project and the adjacent property owners, we request you address their concerns. They are:

- (1) Drainage in SW corner be addressed now as part of this phase.

- (2) The effects of runoff as per the C.E.'s comments.
- (3) The effects of the quality and quantity of the runoff and the spring water.

If these issues are not addressed, it could result in a delay of the project.

Site Plan:

- (1) The parking lots directly backing onto your "private drive" is not the ideal situation. It has created problems with traffic in the past.
- (2) Will each the "typical area for private driveway" (i.e. #1, #19, #9, and #5) be adequate for stacking and maneuvering of cars?
- (3) Where is tenant parking for the multi-family units on area south of Ridge Drive? Is it your intent to have a 110' width driveway for those two units? It is very unclear.
- (4) The trash pickup, if City, will need to be okayed by Sanitation Engineer.
- (5) No lighting is shown, is it your intent not to have any?
- (6) There is not any covenants submitted, yet your narrative is stating that "very restrictive protective covenants will be adopted." Covenants were to be submitted "next week" as of April 2, 1984 per the representative's letter of April 2nd. This department does require those covenants to ensure all of the items to be maintained by the Homeowner's Association is, in fact, true.
- (7) The street designs will need the City Engineer's approval.
- (8) All signs will meet current sign code.
- (9) All buildings will meet UBC and UFC requirements.
- (10) The plat will need the City Engineer's and County Surveyor's approval prior to recording.
- (11) Need setbacks shown on plats to ensure correct building permits.

4/11/84 City Police Department

- #1) Security Gate-Card Control: Would impede response of emergency equipment (police, fire, ambulance).
- #2) 6' Masonary Boundary Fence: Would prohibit police from observing rear of units for prowlers, burglars, etc.
- 3#) Increased Traffic Control Problem: 27½ Road, intersection of 27½ and F Roads, intersection of Horizon Drive and G Road, F Road and Horizon Drive. (At this time, both F Road and 27½ Road are saturated at peak flow times due to the road design in that area.)
- #4) Common Open Space: Common open space between units could possibly lead to neighborhood disputes as to trespass, etc. This could also possibly give a prowler the legal right to be outside someone's bedroom window.

*Mailed out
Comments
on 4/17/84*

MOTION: (COMMISSIONER LITTLE) "MR. CHAIRMAN, IN CASE OF FILE #56-83 (2 of 2), UNION HILL FILING #1, FINAL PLAN, I MOVE THAT WE FORWARD TO CITY COUNCIL WITH RECOMMENDATION OF APPROVAL WITH THE FOLLOWING COMMENTS OR RESTRICTIONS: 1. THE HYDROLOGY REPORT BE REVIEWED BY THE CITY ENGINEER PRIOR TO CITY COUNCIL HEARING, 2. THE PRIVATE STREETS IN PHASE I, BE MARKED "NO ON-STREET PARKING" AND BE MARKED AS PRIVATE STREETS, 3. IN THE AREA OF THE PROJECT SOUTH OF RIDGE DRIVE, THAT A REVISED PRELIMINARY PLAN BE SUBMITTED FOR CONSIDERATION UNTIL SUCH TIME AS THE CONCERNS FACING THE CITY ENGINEER AND THE NEIGHBORHOOD AND ADJACENT PROPERTY OWNERS HAVE BEEN RESOLVED, THE WATER QUALITY ADDRESSED, AND ACCEPTABLE BY ALL PARTIES; AND THAT FUNDS BE ESCROWED COVERING THE PORTION OF FILING #1, THE SOUTH PORTION OF CORTLAND AVENUE AND THE WEST PORTION OF 27.5 TO RIDGE DRIVE, NOT JUST IN FILING #1, BUT THE INTERSECTION OF 27.5 ROAD AND RIDGE DRIVE. CONCERNING THE TRANSFER OF DENSITY, IT WILL BE ACCOMMODATED THROUGH A REVISED PRELIMINARY PLAN; AND SUBJECT TO STAFF COMMENTS."

MOTION CARRIED UNANIMOUSLY 4-0

