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File 1985-0018

Project Name Neighbor's R.V. Park - Preliminary 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 **c** 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
 full, as well as other entries such as Ordinances, Resolutions, Board of Appeals, and etc.

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Shrum and Associates, Inc.

Planning ■ Engineering ■ Surveying

759 Horizon Drive
Suite C - Crossroads Square

Grand Junction, Colorado 81506
(303) 245-2798

NEIGHBORS R.V. PARK SUBDIVISION

PROJECT NARRATIVE

I. INTRODUCTION

This Development Application requires three separate review processes by the City of Grand Junction including:

1. Vacation of lots and streets that are illustrated on the previously recorded Grand Junction Tech Center Subdivision plat. Vacation of selected drainage, irrigation and utility easements that are illustrated on the Grand Junction Tech Center plat.
2. Preliminary Plan for the entire Project.
3. Final Plan and Plat for Filing One (Phase I) of the Project.

The Neighbors R.V. Park is located at the southwest corner of Interstate 70 and 24 Road. The 77.8 acre parcel was recently annexed into the City of Grand Junction and is zoned Planned Recreation (PREC). The Project as planned and engineered is almost identical to R.V. projects in the Phoenix metropolitan area. The only notable exception is that the Neighbors includes more common open space (landscaped areas) that are disbursed throughout the project.

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II. PHASING PLAN

The Neighbors includes 840 residential lots and a recreation center with the Project being constructed in three phases. The Phasing Plan is as follows:

PHASE I - 41 ACRES

Estimated Time of Completion: November 1986

KEY ONSITE IMPROVEMENTS

- 403 Residential lots
- One future development lot (1.9 acres) at the corner of 24 Road and G Road. There are no current plans for this corner, although a commercial shoppette is likely. The Developer will submit a separate preliminary and final plan application to the City for review prior to construction.
- 6.5 acre recreation complex
- The 24 Road entrance improvements and all landscaping associated with Phase I.
- Masonry fencing and periphery landscaping around the northern, eastern and southern boundaries of the entire project.
- 1,540 lineal feet of chain link fencing near the western boundary to enclose Phase I.

KEY OFFSITE IMPROVEMENTS

- Temporary deceleration and acceleration lanes along 24 Road.
- Construct temporary pavement aprons that tie the two project entrances into G Road and 24 Road.
- Pipe the existing irrigation system along 24 Road and abandon internal irrigation ditches.
- Construct an eight foot sidewalk from 24 Road entrance to the future development lot in the 24 Road Right-of-Way.
- Tile the G Road open drainage ditch and tile the western drainage ditch for a distance of approximately 1,540 feet (Phase I).

PHASE II - 20 ACRES

Estimated Time of Completion: November 1987

- 239 Residential lots
- Complete tiling of open drainage ditch near western boundary and complete chain link fencing
- Pipe existing irrigation ditches along northern boundary
- Complete all landscaping associated with Phase II

PHASE III - 17 ACRES

Estimated Time of Completion: November 1988

- 198 Residential lots
- Complete all landscaping associated with Phase III

III. LAND USE BREAKDOWN

Land use breakdowns for the entire project, the Recreation Center and for Phase I (Final Plat) are provided below:

1. Entire Project - (Preliminary Plan) - 77.8 Acres

	<u>Acres</u>	<u>Percentage</u>
a. Lots (840)	46.185	59.28
b. Private streets	16.787	21.57
c. Recreation Center	6.533	8.40
d. Future development lot	1.889	2.43
e. Private common area including open space, retention areas, and easements	5.466	7.02
f. 24 Road	<u>1.010</u>	<u>1.30</u>
TOTALS:	77.810	100.00%

2. Recreation Center - (Final Plan) - 6.5 Acres

	<u>Acres</u>	<u>Percentage</u>
a. Buildings	.53	8.10
b. Streets and parking	2.10	32.20
c. Open space/recreation amenities	<u>3.90</u>	<u>59.70</u>
TOTALS:	6.53	100.00%

3. Phase I - (Final Plat) - 41 Acres

	<u>Acres</u>	<u>Percentage</u>
a. Lots (403 residential)	20.440	49.72
b. Future development lot	1.889	4.60
c. Private streets	9.078	22.12
d. Recreation Center	6.533	15.92
e. Private common area	2.428	5.92
f. 24 Road right-of-way	<u>.705</u>	<u>1.72</u>
TOTALS:	41.037	100.00%

IV. PRIVATE OPEN SPACE AND LANDSCAPING

Based on the land use breakdowns mentioned above, the Project includes the following amounts of private open space that will be landscaped and maintained by the Homeowners Association:

1. Recreation Center	3.9 Acres
2. Landscape areas	<u>5.5 Acres</u>
	9.4 Acres (or 12% of the entire project)

As shown on the landscaping plans, the landscaped areas will actually exceed 9.4 acres since the Developers will be planting trees on selected residential lots. In addition, each lot owner can landscape their private lot based on landscaping guidelines promulgated by the Homeowners Association. All private open space areas will be maintained by a full-time maintenance crew with a pressurized "domestic" irrigation system being installed throughout the project to serve the common areas.

V. THE RECREATION CENTER

The Recreation Center consists of three separate buildings (approximately 24,000 square feet) including:

- Building A - Administration, Ballroom and Kitchen
- Building B - Recreation Building
- Building C - Gym and Laundramat

The key types of uses in each building are as follows:

Administration Building

- All offices
- Receptionist
- Manager
- Post Office
- Arts and Crafts
- Library

Ballroom

- 7,000 square foot dance hall
- Stage
- Kitchen for Potlucks and social events
- In-house church
- Bingo
- Round dancing
- Square dancing
- Plays

Recreation Building

Billards Room - 16 Tables
Lapidary room
Wood shop
Poker rooms
 (1.) Mens
 (2.) Womens

Gymnasium

Large jacuzzi room
Workout area

In addition, to the indoor activities, outdoor recreation facilities will be provided including:

- Swimming pool in the center of the courtyard
- Twelve shuffleboard courts
- Six horseshoe pits
- Two tennis courts
- Putting Course

A total of 259 parking spaces are provided at the Recreation Center. This amount of parking is more than sufficient considering the fact that most residents will either walk, bicycle or ride golf carts to the Recreation Center. The amount of parking at the Neighbors Rec Center follows the guidelines used at the Phoenix area resorts where there is approximately one parking space for every four residential lots.

VI. UTILITIES

All streets and utilities within the Project other than cable television, gas service to the Recreation Center and telephone service will be owned and maintained by the Developer and/or Neighbors Owners Association, Inc. Blanket utility easements have been provided at the Recreation Center, throughout the common landscaped areas and within all private street right-of-ways. Please refer to the Filing One Plat for further information concerning blanket and residential lot utility easements.

Ute Water and Public Service have agreed to set master meters within the Project that will be owned and maintained by the two respective utility companies. The City of Grand Junction has agreed to provide sewer service to the Project based on established plant investment fees and monthly sewer charge fees (refer to letter written by Mr. Bob Evers on August 20, 1985) The Fire Department has reviewed the location of all fire hydrants and the Developer has agreed to install a sprinkler fire protection system within the Ballroom Building.

VII. PROJECT COORDINATION

The Developer and/or the Developers' representatives have met with all the public review agencies during the course of designing the project. The Developer has emphasized a high level of project coordination with the various utility agencies and City Departments in order that issues and/or design standards could be defined prior to completing the Phase I Final Plan and Plat. The Agencies and/or Departments that have provided design guidance and assistance includes:

- a.) City Planning Department
- b.) City Engineer
- c.) City Public Works Department
- d.) City Attorney
- e.) City Fire Department
- f.) City Sanitation Department
- g.) County Engineering Department
- h.) Ute Water
- i.) Grand Junction Drainage District
- j.) Public Service Company
- k.) Grand Valley Irrigation District
- l.) Mountain Bell
- m.) United Cable T.V.
- n.) County and State Health Departments
- o.) County-City Building Department

Colorado Kenworth, Inc.
4901 York Street
Denver, CO 80216

G.J. Tech Center Inc. &
Warren E. Jacobson
P.O. Box 363
Grand Jct, CO 81502

E.M. Thrailkill
766 24 Road
Grand Junction, CO 81505

Shamir & Associates, Inc.
759 Inwood Dr. Suite C
Grand Jct, CO 81506

Dallas B. Rondel /and/
Leonard Long
726 24 Road
Grand Junction, CO 81505

Leonard Long
726 24 Road
Grand Junction, CO 81505

Jean Urruty
465 Mesa Court
Grand Junction, CO 81501

John and Shirley Murray
724 23-1/2 Road
Grand Junction, CO 81505

Occidental Oil Shale
c/o Prop. Tax Department
Box 868
Houston, TX 77001

James R. Hardy
738 23-1/2 Road
Grand Junction, CO 81501

Charles G. Kohles, etal
522 Grand Valley Drive
Grand Junction, CO 81504

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Traffic Analysis

The ITE Manual and Trip Generation Manual represent the data bases typically used to estimate traffic flow/land use relationships in the City of Grand Junction and Mesa County. Unfortunately, R.V. land uses are not addressed in the manuals and other data sources need to be utilized.

The Arizona Department of Highways periodically undertakes automatic traffic flow counts at R.V. resorts in the Phoenix area. The most recent count to our knowledge was taken at a project known as Venture Out on December 19th and December 20th, 1984. At the time of the survey, there were approximately 3,200 people in residence at the resort. The counts also included all vehicles, visitors, guests, contractors and vendors, etc.

The Arizona Department of Highways determined that .2678 trips per day per individual were being generated with December being considered a peak month.

If it is assumed that the 403 lots in Filing One are simultaneously occupied with two residents per lot, the total daily traffic flow would be 216 trips. To be even more conservative, Western Leisure and Associates, who have designed and managed numerous resorts, use .40 trips per day per individual. This standard results in 322 trips per day.

Above all else, traffic generation is at a minimum compared to other land use patterns. The reason is that the residents are retired and typically car pool and/or use Homeowners Association vans for trips. In addition, the Neighbors is a community within itself and can be considered as a destination resort. The only land uses in the City of Grand Junction that may be considered as comparable are public and private housing projects for the retired or elderly.

The statistics compiled by the Arizona Department of Highway, are attached for review.

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October 28, 1985

Mr. Don Newton
Acting City Engineer
City of Grand Junction
250 North Fifth Street
Grand Junction, CO 81501

Dear Don,

This is to confirm our discussion last Friday, October 25, 1985, in regard to certain concerns you had relative to the proposed development for the NEIGHBORS R.V. PARK at 24 Road and G Road.

- (1) The structural sections for the streets were designed by Albert C. Ruckman, P.E. of Western Colorado Testing, Inc. and you now have a copy of their presentation based on the CBR value of 5 based on tests performed by Western Technologies, Inc.
- (2) You were concerned about the 15 foot radii shown in the street in respect to the large trash trucks who will have difficulty maneuvering in a 14-foot traffic lane. This project is a Retirement Resort for older people who will also be using the streets for pedestrians, bicycles, etc., so a speed limit in the range of 5 MPH will be strictly enforced. Under these circumstances, the trash trucks may enter the opposing traffic lane if necessary when making their turns. In Phase I of this development, there are only 3 locations for trash pickup which are located strategically so as to provide a minimum of traffic conflict for the infrequent scheduling of the large trucks.
- (3) In respect to the relative locations of water and sewer mains which are less than the 10-foot standard adopted by the City and State for public utilities, we were under the impression from previous conversations with Richard Bowman of the Water Quality Control Division of the State Health Department, that there was no problem with the sewer and water lines being 6 feet apart, but most recently we find that actually he meant he has no jurisdiction over this type of design. We understand that your jurisdiction is in the realm of the City Building Inspector who will enforce the Uniform Plumbing Code. Conversations with Roy Anderson, City Building Inspector, indicate there is no conflict with the Plumbing Code for the utilities to be less than 10 feet apart.

Letter to Don Newton
October 28, 1985
Page 2

- (4) We have a fire line detector check valve on the 8 inch diameter fire protection water line and a double check, reducing pressure, back flow preventing device on the 4 inch domestic water system.
- (5) At requested, the word "public" has been removed from the plat concerning the designation of utility easements. The only utilities serving the R.V. Park that are not privately owned and maintained by the Developer are telephone, cable TV and gas services. As discussed, the following clause will be incorporated into the plat dedication sheet:

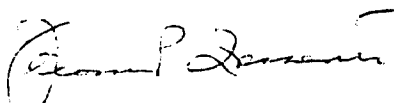
" The access drives (Tract A) and the sewer, water and electrical utilities within the Neighbors R.V. Park Subdivision, Filing One, are privately owned by the Declarant and/or the Neighbors Owners Association, Inc., who are responsible for perpetual maintenance of these improvements."

I am also attaching, herewith, a copy of our response dated October 22, 1985 to the Review Comments from your office for our original submittal.

We appreciate your observations and assure our utmost cooperation so let's continue to keep an 'open line' of communication.

Sincerely,

SHRUM AND ASSOCIATES, INC.



Jerome P. Fossenier, P.E.

JPF/car
xc/Bob Goldin,
Planning Dept.

/Enclosure

*Proton
Draft*

RECEIVED GRAND JUNCTION
PLANNING DEPARTMENT
SEP 13 1985

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this _____ day of _____
by _____, a Colorado _____
hereinafter referred to as "Declarant."

W I T N E S S E T H:

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

WHEREAS, it is the intent of Declarant to develop the
property as a Planned Development, subject to certain protective
covenants, conditions, restrictions, reservations, easements,
liens and charges hereinafter set forth, including any subsequent
modifications, under a general plan of improvement for the benefit
of all lots within the property and any subsequent additions to
the property.

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

ARTICLE I

Definitions.

Section 1. "Association" shall mean and refer to THE
NEIGHBORS OWNERS ASSOCIATION INC., a Colorado non-profit
corporation, its successors and assigns.

Section 2. "Owner shall mean and refer to the record owner,
whether one or more persons or entities, of a fee simple title to
any Lot which is a part of the Properties, including contract
buyers and including Declarant so long as any Lot remains unsold,

but excluding those having such interest merely as security for the performance of any obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Areas" shall mean all real property (including improvements thereto) owned by the Association for the common use and enjoyment of the Owners as designated on the recorded plat.

Section 5. "Declarant" shall mean and refer to Retirement Developers, Inc., a Colorado corporation, its successors and assigns.

"Lot" shall mean each individual Lot of the project to be sold to Owners and not maintained as a Common Area. Each Lot shall be as designated on the subdivision plat for the property and as recorded with the Mesa County Clerk and Recorder, and to each Lot which is shown on additional subdivision plats for property annexed to the project. Each Lot will be designated exclusively for parking and usage of recreational vehicles. *ok.*
mon. 11/11/17

"Manager" shall be the managing agent, if any, whether corporate or individual, retained by the Association and charged with the maintenance and administration of the Association.

"Improvements" shall mean the buildings, roads, roadways, *retention areas,* parking areas, lighting fixtures, fences, walls, hedges, plantings, planted trees and shrubs, golf course, swimming pools, therapy pools, tennis courts, bath house and laundry room, clubhouse, and all other structures or landscaping of every type and kind located within the Common Area. In addition, improvements shall include all utilities within the Common Area and in areas designated as utility easements.

"Board" shall mean the duly elected Board of Directors of the Association.

"By-Laws" shall mean the adopted By-Laws of the Association, as the same may be amended from time to time.

"Principal Recreational Vehicle Facility" (herein referred to as the PRVF) shall refer to the mobile equipment used as the principal residence of the Owner or resident while residing within the project. Such vehicle shall meet the qualifications set forth in Article III, Section 3, and shall include only those recreational vehicles that meet the "Recreational Vehicle Industry

Association" and "Family Motor Coach Association" Code of Standards.

Is this acceptable to UBC? Need copies!

"Member" shall mean a person or entity entitled to membership in the Association as provided in Article III herein.

SEASONAL

ARTICLE II

Property Rights

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area including a perpetual easement for the right of ingress and egress for vehicular and pedestrian traffic to his Lot, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to charge reasonable admission and other fees for the use of any Recreational Facility situated upon the Common Area;

B. The right of the Association to suspend the voting rights and right to use of the Recreational Facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

C. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be defined by the Board. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of the Board of Directors has been recorded.

Do we want this? Add City acceptance

ARTICLE III

Membership and Voting Rights

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

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Class A

members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant and shall be entitled to two (2) votes for each Lot owned. The Class B membership shall cease upon the sale of the last lot by Declarant or at such time as the Declarant shall determine.

Section 3. Organization of Association. The Association shall be a Colorado non-profit corporation. Its initial Board of Directors will be comprised of three members with the number of directors subject to change as provided in the Colorado statutes relating to non-profit associations. The Association will hold its annual meeting of members in accordance with the provisions of its By-Laws for the purpose of electing new board members and conducting such other business as may come before the members. At such annual meeting, all members in good standing shall be entitled to vote in accordance with the provisions of Section 2 above and in accordance with such other requirements as may be established by the Articles of Incorporation and the By-Laws. Members not in good standing are those members who are more than 90 days in arrears in their Association assessments or if suspended as provided in Section 4 herein. The candidates receiving the highest number of votes up to the number of directors to be elected shall be deemed elected.

Section 4. Powers of the Board. In general, the Board or its designee shall have the authority to conduct all business affairs of the Association. The powers and duties of the Board shall include:

- A. Collect monthly installments of maintenance charges and make or authorize expenditures therefrom.
- B. Assess special assessments subject to limitations contained in the Declaration.
- C. Formulate rules of operation for the Common Areas and facilities owned or controlled by the Association.
- D. Establish from maintenance funds a reasonable reserve for contingencies and for long term repair and replacement.
- E. Take such action and incur such obligations as shall be reasonably necessary for the enforcement of the provisions of this Declaration or for the protection of the common interest of the Owners.

F. The Board may suspend its members for violation of any of the provisions of this Declaration or of the Association Rules by suspending the violators voting rights, privileges for use of the Common Areas, or by imposing monetary penalties for such violations. In addition, the Board may disconnect water and electric service to any Lot if the Owner of that Lot is more than three months delinquent in payment of assessments. The above penalties are subject to the following limitations:

As per [unclear]
(a) Prior to any suspension of a member's Association privileges, or date of suspension of utility services, the member must be notified in writing of the proposed action, and the reasons therefor, at least fifteen (15) days prior to the effective date of the suspension, and if requested by said member in writing five (5) days after receipt of notice thereof, a hearing on said suspension will be held before the Board. Said hearing shall be held by the Board at least five (5) days before the effective date of the suspension, and at said hearing the member may appear and defend against the matters resulting in the notice of suspension.

(b) Any suspension of a member's Association privileges shall not exceed thirty (30) days for each violation, except for non-payment of Association assessments in which case the suspension may continue until all charges are brought current.

(c) Any monetary penalty shall not exceed twenty-five dollars (\$25.00) for a first offense. For repeated offenses occurring within a period of three months shall not exceed one hundred dollars (\$100.00) for each offense.

G. The Association, acting through the Board, shall have the power to delegate its authority, duties, and responsibilities to such committees, officers, or employees as are allowed under the Governing Instruments. The Board of Directors may contract for the assistance of a reputable property management agent to assist it and its officers in carrying out its duties.

H. Take reasonable actions to maintain the Common Area, including any lakes or golf course areas that may later be annexed to the project, so as to prevent the creation of any nuisance.

I. Prepare a budget for each fiscal year consisting of estimated revenue and expenses on an annual basis, total

estimated reserves available for major repairs or replacement of Common Areas and for contingencies, and within 120 days following the close of each fiscal year, a balance sheet, an operating income statement and a statement of changes of the financial position of the Association for that fiscal year. Copies of the above documents shall be available to members upon request.

J. Such other powers as are required to properly perform the duties of the Board.

enforcement elsewhere.

ARTICLE IV

Covenant for Maintenance Assessments

Note: where do we do cap'l improvements for public ROW G & 24 Rds?

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and residents of the Lots and for the improvement and maintenance of the Common Area.

Section 3. Special Assessments. In addition to the annual assessments authorized above, the Association may levy:

A. In any assessment year, a special assessment for the purpose of paying the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

B. A special assessment against specific lot owners pursuant to Article IX, Section B, following.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all Members at least fifteen (15) days in advance of said meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty per cent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Date of Commencement of Annual Assessments - Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments - Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 18 per cent per annum. The Association may bring an action in law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Such assessment lien shall be superior to the homestead exemption provided in 1973 Colorado

Revised Statutes, Section 38-41-201 and 38-41-201.5, and the acceptance of a deed to a Lot shall constitute a waiver by the homeowner and spouse of the homestead exemption whether or not such waiver is expressed in the deed. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments the payment of which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The effective date for such sale or transfer shall be the date of any deed, the recording date or the actual date of the foreclosure sale, whichever first occurs.

X maintenance clause here!

ARTICLE V

Maintenance

Section 1. The Association shall maintain the Common Areas and all improvements located thereon excepting only for improvements that are to be maintained by a public authority or utility company.

Section 2. All improvements located within Lots owned by persons other than the Association shall be maintained by that person, which maintenance shall be subject to protective covenants of Article VI or as specifically authorized by the Board of Directors.

Way should include protective covenants of Article VI or as specifically authorized by the Board of Directors.

ARTICLE VI

Protective Covenants

Section 1. Land Use. All lots or units shall be reserved and restricted for Recreational Vehicles. Included within such category are motorhomes, travel trailers, and other similar types of vehicles that are mobile and are placed on the Lot or unit and occupied as the "Principal Recreation Vehicle Facility". Not included within this classification shall be folding tents, tenting trailers or other camping vehicles in which canvas is used for any portion of the exterior.

including conversions

Permanent or semi-permanent storage structures may be erected on any unit only as provided in subsequent paragraphs of this Article. No trailer or other unit which is designed as permanent living quarters may be placed on any Lot, it being the declared intent to exclude mobile homes and dwelling houses from use within the Properties and to create and maintain an area designed for the maximum beauty and benefit of leisure-time.

Permanent structures required? No! No! No! excluded!

PRVF
All recreational vehicles used for residence must be equipped for full hook ups and MUST be hooked to common water, sewer and electrical systems when so used as a residence.

PRVF
All ~~recreational~~ vehicles used as a residence must conform to the appearance and purposes of the resort, the acceptance of which will be vested solely in the Board of Directors or its designee.

Section 2. Provisions Relating to Rental or Sale of Lots.

A. All renters of Lots or PRVF's shall be registered at the Administration Office before taking possession and a registration fee thereupon shall be payable, the amount of which shall be determined by the Board of Directors. All renters of Lots or PRVF's shall be bound by the following restrictions:

1. No more adults will be permitted to occupy a PRVF on any Lot in excess of the number of people the PRVF is designed to accommodate, except as hereinafter provided. Minimum age of adults in residence is 45.

2. Overnight in-house guests or renters are permitted, but with the same restrictions and regulations as applicable to in-house guests of Owners. Such restrictions and regulations shall be as determined by the Board.

3. No renter will sublet a Lot without the written permission of the Owner presented to the management and upon approval of the management.

4. Should the Lot Owner exercise the option of having the Administration Office rent his unit, the office shall establish and collect a standard rental, retaining a pre-determined percentage, and crediting the remainder to the Lot Owner.

The Board of Directors shall issue administrative Rules and Regulations to implement the policies outlined above.

B. No resale transaction shall be accomplished with respect to any Lot effecting a change in ownership upon the books until there shall have been paid a transfer fee of Fifty Dollars (\$50.00) to compensate the Association for record changes, inspection, decals, etc., together with such additional sums as may be required to satisfy unpaid Association assessments.

do we name City as party to ensure acceptance (like sign off)

if they have kids, won't be accepted.

time frame?

Do we need to be involved here?

Washers
dryers
excluded!

Section 3. Set forth below are additional permitted uses and use limitations, as the case may be, with regards to lots.

A. One storage shed will be provided on each Lot and will remain a part of that Lot. No additional storage units will be permitted on any Lot.

B. A semi-permanent awning attached to the recreational vehicle is permitted provided it is not more than twelve feet (12') in width, is not longer than the box portion of the vehicles and does not extend beyond either the front or rear of the vehicle at the point of attachment. Semi-permanent awnings shall be so constructed that both the awning and supporting structures are detachable.

permitted?

C. A free-standing awning is permitted provided it does not extend more than twelve feet (12') from the principal recreational vehicle facility, is located generally over the original patio area, is not more than twelve feet (12') in width, is not more than thirty-seven feet six inches (37'6") in length, and not more than ten feet (10') in height. The supporting parts must be detachable.

permitted?

(1) Metal louvre units may be attached to the front, side, and/or rear of semi-permanent or free-standing awnings with the following restrictions:

(a) Depth of metal louvre unit shall not exceed thirty inches (30"); length of metal louvre unit shall not extend beyond ends of awning when in the vertical position.

(b) Metal louvre units shall be attached to awning supports, shall be adjustable, and not extended outward greater than 45 degrees from the vertical position.

(c) The above metal louvre units are not be considered an extension of the awning.

(d) A unitizing assembly may be installed across the front of the awning and vehicle of residence so long as it conforms in color and design with the other elements.

what about the 12' in #2...

D. A PRVF shall not exceed a basic width of eight feet (8') and any tip out or slide out units shall not extend such width by more than four feet (4'). All vehicles of residence shall be no more than (40') including tongue in road towing configuration.

?

No - then mobile homes would be allowed

this is larger than the min. lot sizes.

E. All PRVF's (including extendible enclosures attached thereto) shall be of such exterior material and design as that customarily used by recognized manufacturers of such vehicles.

F. The PRVF may have one full length tip out or slide out; or two small tip outs or slide outs without restriction as to their individual lengths. Such slide outs or tip outs must function as slide outs or tip outs into the main body of the recreational vehicle facility and not be bolt-ons. Any extensions to the main recreational vehicle facility must be on the opposite side from the patio.

G. Skirting of PRVF is encouraged, but such skirting shall be limited to conventional metallic skirting of a color and design similar to that of the vehicle. If the primary vehicle of residence is a so called 'park model' skirting shall be required within 30 days of installation of the vehicle.

H. Exterior additions or attachments to a PRVF other than expressly permitted herein on the top, rear, front, side or underneath, are prohibited.

I. Clothes washing machines and dryers are permitted only in the PRVF.

J. Ramada roofs, cabanas, permanently enclosed patios, add-on rooms, carports and fences are prohibited; however, trellises and fences in accordance with standards developed by the Architectural Control Committee may be constructed around patio areas provided they are so constructed that they will not materially affect the adjacent neighbors' view. The definition of a patio area for the purpose of this rule shall mean the area covered by the awning or the area that would be covered by an awning as authorized in Article VI, Section 3.

K. Radio or television antennas or towers and air conditioning units must be attached in the regular manner to the top of the PRVF, the attached awning or to the side or corner of the PRVF. Free standing antennas are not permitted.

L. Only one (1) PRVF and only one (1) additional vehicle may be located or maintained on each designated Lot. The additional vehicle may be the customary passenger car or pickup truck, or if it is the only means of transportation, it may be a truck, motorhome or other such travel unit. In either instance the parked vehicle must be located on the driveway provided within the inner sidewalk

big codes

Worm

*Question:
clarifications?
writes previous
seasonal*

check with...

what...

to...

line. Motorcycles, bicycles and golf carts are not restricted by this regulation. In the above context "additional vehicle" means passenger car, pickup truck, or any other strictly recreational vehicle. No motorhome, minihome, or other vehicle designed as a travel unit may be parked on any lot along with the PRVF, unless it is the only means of transportation and then it must be parked on the driveway provided within the inner sidewalk. All parked vehicles must be parked in the driveway provided. No parked vehicle shall be used for sleeping, eating or living quarters. All guest vehicles will park in designated visitor parking areas.

M. No animals or fowl shall be kept or maintained on the Lot except customary household pets, and then only on a leash. All animal droppings will be removed by Owners immediately after being discharged.

N. The Board of Directors may restrict pets. This may include providing special areas in which Owners of pets may reside, excluding pets from other areas and establishing special restrictions on pets by renters, guests and visitors.

O. No signs of any kind shall be displayed on any Lot without the written consent of the Association. The above does not include Lot designation signs provided by the resort.

P. An irregular easement ten feet (10') in width is reserved in and across all Lots in the subdivision for the installation and maintenance of utility services and it is understood that such easement may be used by the Declarant and/or its assigns for such installation and maintenance as the case might be. No permanent building, pad, tree or other hinderance to ready access shall be permitted in the utility easement. Paving stones laid in sand, moveable benches and shrubs of nominal value are permitted.

Q. No nuisance shall be allowed upon the Lot nor any use or practice which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the Property by its residents. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, or any fire hazard allowed to exist. The Board of Directors shall establish standards of appearance and decorum and they shall be empowered to enforce the rules. Appropriate corrective action may be directed by the Board of Directors to ensure compliance.

*established
maintenance clause*

*do not
place
signs*

APPROV

OK w/ D.M.?

*7/21/04
[Signature]*

*Include
This should be
specified as
include home
occupancy
being
excluded.*

R. The use of all Lots is restricted to recreational uses for parking of a PRVF, and no commercial activities shall be conducted thereon, provided, however, the foregoing shall not be construed so as to prevent the Association and Declarant from designating certain areas reserved to it as commercial for its use in supplying goods and services to the Lot users and as a sales office for Lot and PRVF sales.

*Less than
occupancy*

S. Residence within the PRVF ~~on a permanent or~~ ~~semi-permanent basis~~ shall be limited to no more adults than the number of people the PRVF was designed to accommodate, except upon approval of the Board of Directors in special hardship cases.

*Approved
by
Board*

T. The Board of Directors shall issue Administrative Rules and Regulations covering installation of solar collector panels or other solar devices on individual principal recreational vehicle facilities, awnings thereof, sheds, or Lots.

U. Tables, benches, fireplaces and grills may be erected, but no personal property except as provided in the Article VI, shall be permitted to remain where it can be seen by others in the area, except when the unit is actually in use; provided further, however, that the foregoing shall not apply to the principal recreational vehicle in use. No recreational vehicle, shed, awning or other improvement shall be placed on a lot without the prior approval by a duly authorized representative of the Association as having met the above requirements as to condition and type of facility, and said facility may be inspected on a regular basis.

Section 4. Effect of Covenants.

A. These restrictions shall be considered as covenants running with the land, and shall bind the Owners of all Lots, their heirs, executors, administrators, successors, and assigns, and if said Owners, or any of them, their heirs, executors, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such Lot in the subdivision in which said Lot is situated to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages for such violation, including costs of the suit and a reasonable attorney's fee. Any invalidation of any of these covenants and restrictions shall in no way affect any other of the

provisions thereof which shall thereafter remain in full force and effect.

B. The Lot Owner shall not permit or suffer anything to be done or kept in or on his Lot which will increase the rate of insurance on the Association property, or which will obstruct or interfere with the rights of other Lot Owners, or annoy them by unreasonable noises, or otherwise; nor shall the Lot Owner commit or permit any nuisance, immoral or illegal act in or about the Association property.

C. No persons shall use the common elements or any part thereof, or a lot or the Association parcel or any part thereof, in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time may be promulgated by the Association.

D. The initial rules and regulations are captioned "Rules and Regulations" and are as established by the Board of Directors. The said Rules and Regulations shall be deemed effective until amended, as provided in the By-Laws and the Declaration.

E. All provisions under this Article VI shall be subordinate and subject to applicable ordinances of the governing municipality or other political subdivision.

F. Enforcement shall be by proceedings at law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages or both.

Section 5. Architectural Control. No building, fence, wall, landscaping or other structure or improvements shall be commenced, erected, maintained or installed upon the properties, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee or its designee.

Section 6. Architectural Control Committee.

A. Membership. The Architectural Control Committee shall be composed of three members and shall be appointed by the Board of Directors to terms as established by the Board. They shall serve at the pleasure of the Board. The manager of the Association or his designee may be appointed ex-officio to the committee.

include "City" ability to discriminate removal of units require of units to access to enforcement of safety (eg. burned out unit to be removed at "owner's expense" at discretion of City) who in absence of owner? HOA?

this goes front end! maintenance clause

do you have HOA?

No members of the Committee nor such representatives as it may designate other than professional management shall be entitled to any compensation for services performed while serving on the Committee.

to be kept to be involved in the

B. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing by a duly authorized representative of the Committee or its designee. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, the Committee or designee may be required to show cause to the Board of Directors why approval should not be granted. If such cannot be shown by the Committee or its designee, then the Board shall act on the application.

ARTICLE VII

Utility and Ingress and Egress Easements.

The initial plat of the Property which is to be subject to this Declaration and all subsequent plats of property which is to be annexed to and made a part of the Property which is subject to this Declaration shall set forth certain utility and ingress and egress easements, all of which easements shall be available for use by all owners of all properties presently subject to this Declaration and also by all owners of all property which may be annexed hereafter become subject to this Declaration, which easements:

A. All Common Areas shall be maintained by the Association. Those improvements within any of said easements for which the Association or utility company is responsible will be maintained by the Association.

B. Shall be kept free of any structure, planting or other materials which will unduly obstruct or interfere with the intended use of these easements.

C. For easements on individually owned Lots, the responsibility for the maintenance of landscaping shall be with the Lot Owner.

ARTICLE VIII

Annexation.

Declarant is the owner of the following described real

property situate in City of Grand Junction, Mesa County, Colorado, which property is contiguous to the Properties hereinabove described and Declarant hereby reserves the right for a period of five (5) years after date hereof to annex through one or more proceedings all or any part of the above-described real property and to make same a part of the Property which is subject to this Declaration and to the Articles and By-Laws of the Association by filing with the County Clerk and Recorder of Mesa County, Colorado:

A. A Plat described the property to be annexed; and

B. An Addendum to this Declaration declaring that the same shall thereupon become subject to this Declaration

which right of annexation shall not be modified or terminated except with the written consent of the Declarant.

In addition to the foregoing, additional properties may be annexed to and become subject to this Declaration upon the affirmative vote of 2/3 of the total Class A Members and upon the consent of the Declarant so long as the Declarant retains ownership of one or more Lots.

ARTICLE IX

Maintenance and Alterations.

A. The Board of Directors shall enter into a contract with a professional firm for the management of the resort. Subject to any restrictions imposed by the Board, the management firm may enter into a contract with any firm, person, or corporation for the maintenance and repair of the common areas, and may join with other Associations in contracting with the same firm, person, or corporation for maintenance and repair.

The Board of Directors or its designee within such restrictions as may be imposed may likewise enter a contract with the Owners of any public utility for the furnishing of such public services. The Board of Directors may likewise, from time to time, enter into long term leases for the use of such public service utilities or may purchase the same outright and thereafter the said facility may, by an amendment to this Declaration, become a part of the Common Areas.

Each Lot in the Association is improved with hook ups for the common utilities, which includes electric, water, telephone, cable TV and sewer, for the delivery of services to the individual Lots from the same source and each Lot Owner purchases his interest in

Handwritten initials

said utilities as same relate to his Lot and a common interest in the general facility providing utility service. Ownership and responsibility for the utilities shall be established at the permanent connection. All removable and/or temporary connecting lines, pipes, etc., shall be the responsibility of the owner.

HIGGS
B. Capital improvements, alterations and renovations to the Common Areas, not to exceed \$50,000 per single identifiable project, may be approved by the Board of Directors. So long as the project is deemed to benefit the resort in general, current funds may be utilized subject to availability.

SPRADA
Capital improvements, alterations and renovations exceeding \$50,000 or any which require a special assessment against all the Owners shall be approved by no less than two-thirds voting affirmatively.

The Board shall establish procedures for the expenditure of funds for emergency repairs in its absence.

ARTICLE X

Insurance Provisions.

A. Liability Insurance.

The Board of Directors of the Association shall obtain Public Liability and Property Damage insurance covering all of the Common Areas and insuring the Association and the Lot Owners as its and their interest appear, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$500,000. Said insurance shall include, but not limit the same, to water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverages. All liability insurance shall contain cross-liability endorsement to cover liabilities of the Lot Owners as a group to a Lot Owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a common expense.

B. Casualty Insurance.

1. Purchase of Insurance. The Association shall obtain Fire and Extended Coverage Insurance and Vandalism and Malicious Mischief Insurance insuring all of the insurable improvements owned by the Association, all Lot Owners and their mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board of Directors of

the Association, in an amount equal to the maximum insurable replacement value as determined annually; the premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association. The company or companies with whom the Association shall place its insurance coverage as provided in this Declaration must be good and responsible companies authorized to do business in the State of Colorado.

2. Loss Payable Provisions. All policies purchased by the Association shall be for the benefit of the Association, all Lot owners and their mortgages, if any, as their interest may appear and such others as may be designated by the Board to comply with the provisions of a duly authorized contract.

a. Surplus. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be made from the insurance proceeds; and if there is a balance in the funds after payment of all costs of the repair and restoration, such balance shall be distributed to the Association's General Fund.

b. Plans and Specifications. Any repair and restoration must be substantially in accordance with the plans and specifications for the original improvements, or according to the plans approved by the Board of Directors of the Association.

c. Such other insurance shall be carried as the Board of Directors of the Association shall determine in its discretion from time to time to be desirable.

d. Each individual Lot Owner shall be responsible for purchasing at his own expense, any additional liability insurance as he may deem necessary, to cover accidents occurring upon his own Lot, and for the purchasing of insurance upon his personal property.

3. All personnel, officers and members of the Board authorized to approve checks or other fiduciary instruments shall be bonded in an appropriate amount. Other Board members may be required to be bonded upon affirmative vote of two-thirds of the Board. The cost of such bonding shall be born by the Association.

ARTICLE XI

General Provisions.

*Do I use
name of the
City or
County?
The
Association
has
enforced
obligations.*

Section 1. Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. It shall be the responsibility of all Owners to assist the Board and management in the enforcement of hte terms of this Declaration.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of 30 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years, except as otherwise herein provided. This Declaration may be amended during the initial 30 year term by an affirmative vote of not less than two-thirds (2/3) of the Members, and thereafter by an affirmative vote of not less than 50 per cent of the Members. Any amendment must be recorded.

*amendments approved by
City prior to recording!*

Section 4. Miscellaneous Provisions.

A. The owner of each respective Lot shall not be deemed to own pipes, wires, conduits, roads, sewage connections, etc., or other public utility lines running through the Association parcel or Lot which are utilized by or serve more than one Association Lot, which items are, by these presents, made a part of the Common Areas.

B. The owners of the respective Lots agree that if any protion of any Lot or Common Area encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist.

C. That no Owner of a Lot may exempt himself from liability for his contribution toward the common expenses by waiver of the use and enjoyment of any of the common elements, or by the abandonment of his Association Lot.

D. The Association shall obtain ad valorem tax notices, receipts and information pertaining to all Common Areas from the Tax Assessor of the county or such other future legally organized goverment officer or authority having jurisdiction over the same. Nothing herein shall be construed, however, as giving to any Lot Owner the right of contribution or any right of adjustment against

*need to specify
responsibility*

any other Lot Owner on account of any deviation by the taxing authorities for the valuations herein prescribed, each Lot Owner to pay such ad valorem taxes and special assessments as are separately assessed against his Lot as set out hereinabove.

For purposes of ad valorem taxation of the Common Areas along with the value of the individual Lot shall be equal to the percentage of the value of the entire Association, including land and improvements as has been assigned to said Lot and as set forth in this Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements, as established and amended from time to time pursuant to Section ___ hereof.

E. All provisions of this Declaration and Exhibits attached hereto and Amendments thereof, shall be construed to be covenants running with the land, and of every part thereof and interest therein, including, but not limited to, every unit and the appurtenances thereto, and every unit owner and claimant of the property or any part thereof or of any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of this Declaration.

F. If any provisions of the Declaration or of its By-Laws or any section, sentence, clause, phrase, or word, or the application thereof, in any circumstances, is held invalid, the validity of the remainder of this Declaration, and the By-Laws, and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

G. Whenever notices are required to be sent hereunder, the same may be delivered to Lot Owners, either personally or by mail addressed to such Lot Owners at their place of residence in the Association, unless the Lot Owner has, by written notice duly receipted for, specified a different address. Proof of such mailing or personal delivery by the Association shall be given by the Affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the office of the Association at

(Address)

or such other place as designated by the Board of Directors.

H. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by

written notice duly receipted for. Notices required to be given the personal representative of a deceased owner, or devisee when there is no personal representative, may be delivered either personally or by mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased owner is being administered.

I. The remedies for violation, as provided for herein, shall be in addition to those which may now or hereafter be added to the Laws of Colorado.

J. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Association.

K. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this _____ day of _____, 1985.

Concerns:

Questions - 1) when does this become effective vs. developers being responsible.

effective prior to 1st sale.

- 2) We need to spell out definitions of allowed types of units. under sep.
- 3) We need city to have ability to ensure compliance by naming developer, mgr, lot owner as responsible for non-compliance
- 4) What about 24 & G rds. - separate agreement!
- 5) Name in here - all streets, roads, utilities are "private" & city is not responsible for maint etc.
put into review comments
put up private streets signs & directory of entrance.

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INTRODUCTION

We made this study to assist in determining the best types and depths of foundations for the structure and design criteria for them. Data from our field and laboratory work are summarized on Figures #1 through 17, attached.

PROPOSED CONSTRUCTION

We understand the proposed industrial and commercial subdivision will have metal buildings, wood frame structures, and/or possible 2-3 story concrete structures. No basements are planned on the site.

For the purpose of our analyses, we assumed maximum column loads on the order of 30 Kips and wall loads of $2\frac{1}{2}$ Kips/Ft. for lighter metal buildings or wood frame structures. For possible concrete structures we assumed maximum column loads on the order of 500 Kips.

If final designs vary from these assumptions, we should be advised to permit re-evaluation of our recommendations and conclusions.

SITE CONDITIONS

At the time of our observations the overall site was flat with slight drainage to the south. The property is irrigated farm-land and pasture land. The site has irrigation ditches bordering the entire property. Water was present in all ditches, and ponding of water had been observed in the southeast corner due to one ditch being filled up with debris.

Existing structures were noted in the general vicinity consisting of single story, some 2 story wood frame houses. A commercial subdivision was noted to the north, north of I-70.

SUB SOILS

Our test holes showed from 24.0 to as much as 49.0 feet of medium stiff to soft silty clays becoming very wet with depth. Silty sands, gravels, cobbles and boulders were observed in all test holes, the gravels becoming very dense with depth. Hard Mancos shale was encountered in test holes 3,12,15,24,27,47,55,66 and 74 ranging in depth of 46.0 feet to as deep as 65.0 feet. The upper clays were shown to be compressible upon loading.

Groundwater or caving was present in all test holes drilled ranging in depths of 3.0 feet to as deep as 12.0 feet. Because of the soft clays and groundwater conditions observed we do not recommend any basement or garden level construction.

FOUNDATIONS

We have considered two types of foundations for the proposed structures, including spread footings, for lighter structures, and driven piling for heavy structures. Founding the heavy structures with driven piling on the dense gravels would be most practical due to the characteristics of the soft clays encountered. The foundation criteria included herein is for spread footings and driven piling only.

For the lighter structures, spread footings placed on the upper silty clays of about 2.0 feet and backfilled to about 1.0 foot above existing ground grade for frost protection should be designed for a maximum soil bearing pressure of 2000 PSF in the drier areas and 1000 PSF in the more moist areas.

For the heavier structures we recommend either the locally available pipe pile or "H" pile depending on the anticipated loads. "H" pile, such as HP 10x57 could be designed for a maximum allowable load of 120 TONS per pipe or the locally available pipe pile such as 8" diameter schedule 20 could be designed for a

maximum allowable load of 50 TONS per pile. When certain design criteria are known we would be happy to discuss the type and anticipated length of pile needed. (See Figures 16 & 17).

FLOOR SLABS

We believe the most practical type of floor used in conjunction with spread footing foundations would be a floating slab-on-grade.

1. Place a minimum of 4" of gravel beneath the slab compacted to a minimum of 70% relative density (ASTM D-2049) or 95% of Proctor density (ASTM D-698) whichever applies to the chosen material.
2. Provide moderate slab reinforcement and carry the reinforcement through the interior slab joints, but not to foundation walls or load bearing walls. Slip joints should be considered on all column pads and load bearing walls to keep the slab independent of the foundation system.
3. Omit under slab plumbing. Where such plumbing is unavoidable, pressure test it during construction to minimize the possibility of leaks that result in foundation wetting. Utility trenches should be compacted to a minimum of 95% maximum dry density as determined by ASTM D-698.

WETTING OF FOUNDATION SOILS

Wetting of foundation soils always causes some degree of volume change in the soils and should be prevented during and after construction. Methods of doing this include compaction of "impervious" backfill around the structure, provision of an adequate grade for rapid runoff of surface water away from the structure, and discharge of roof downspouts and other water collection systems well beyond

the limits of the backfill.

GENERAL INFORMATION

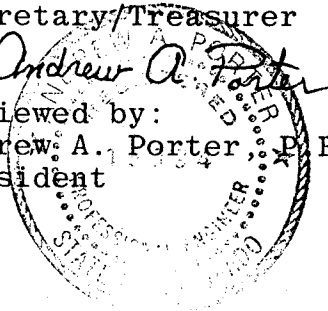
Our exploratory test holes were spaced as closely as feasible in order to obtain a comprehensive picture of the sub soil conditions; however, erratic soil conditions may occur between test holes. If such conditions are found in exposed excavations, it is advisable that we be notified to observe the conditions in the foundation excavation.

GEO TESTING LABORATORIES, INC.

Stephen G. Rice

Drafted by:
Stephen G. Rice
Secretary/Treasurer

Andrew A. Porter
Reviewed by:
Andrew A. Porter, P. E.
President



SGR/dldl

TH-1

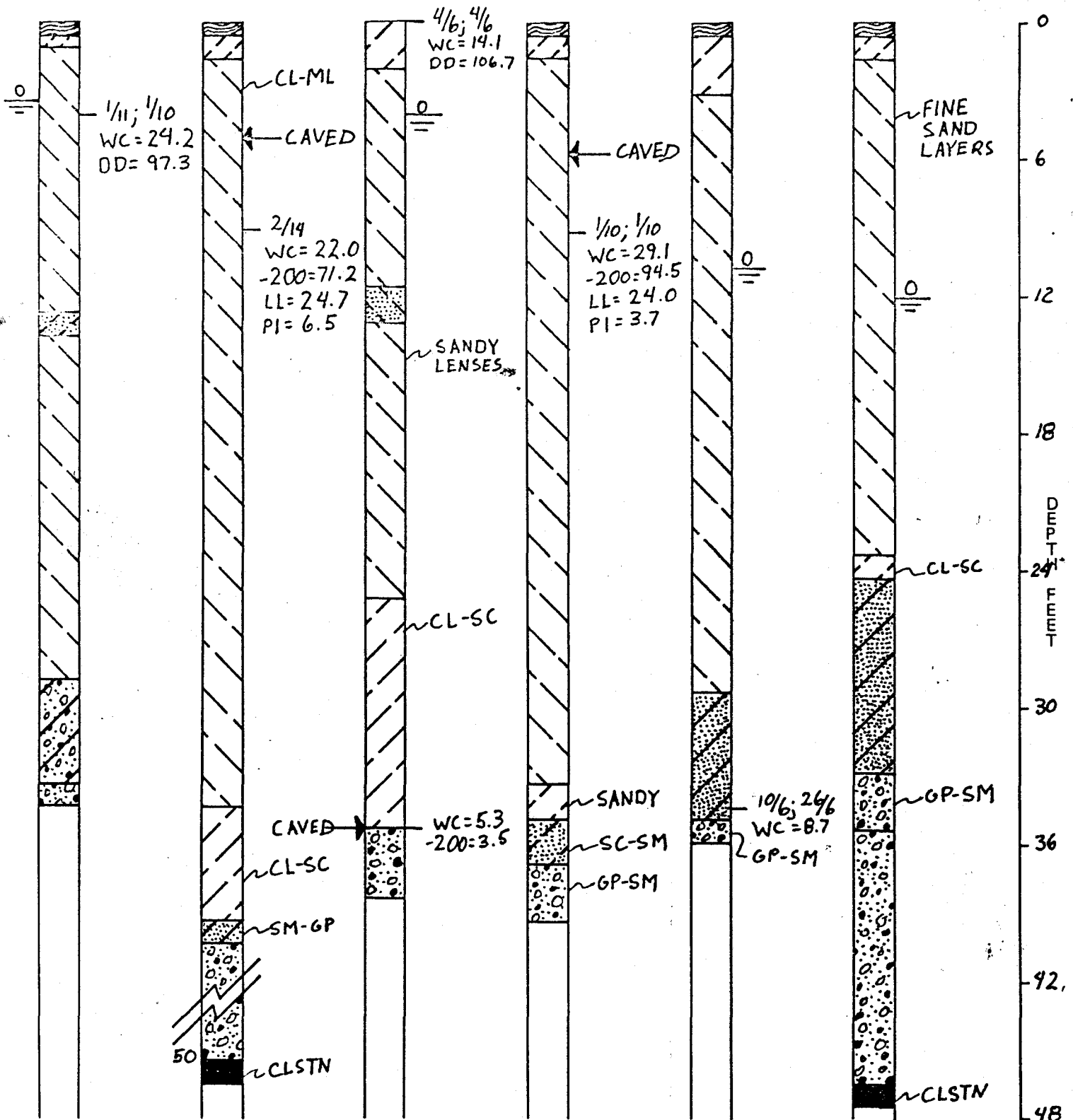
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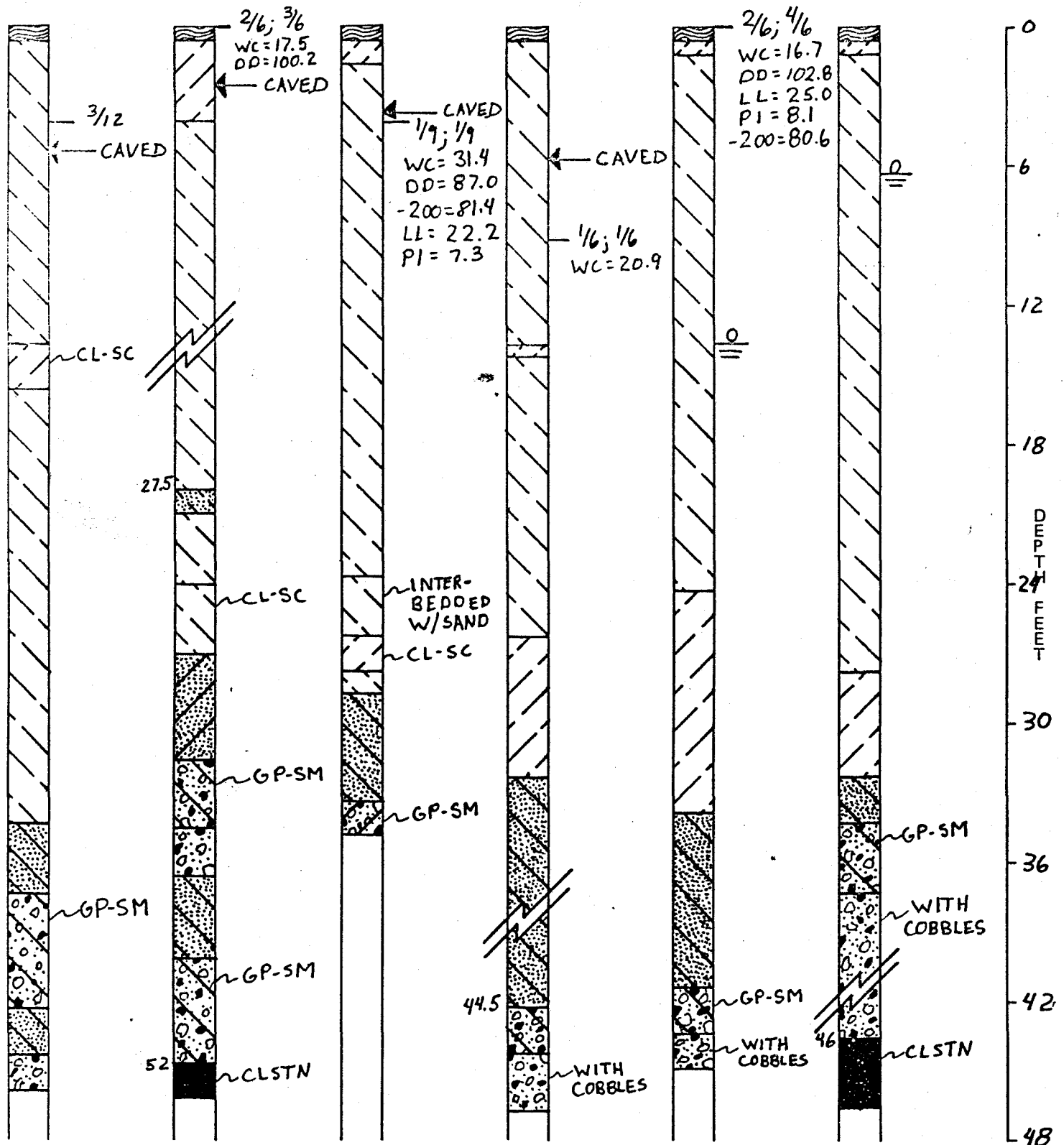
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TH-12



GI GEO TESTING
 Geotechnical Engineering and Materials Testing
LABORATORIES, INC.
 GMCO JOB 56-2
 SUMMARY LOGS OF TESTS AND TEST HOLES

Fig. 2



GLGEO TESTING
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 GMCO # 56-2
 SUMMARY LOGS OF TESTS AND TEST HOLES

Fig. 2

TH-25

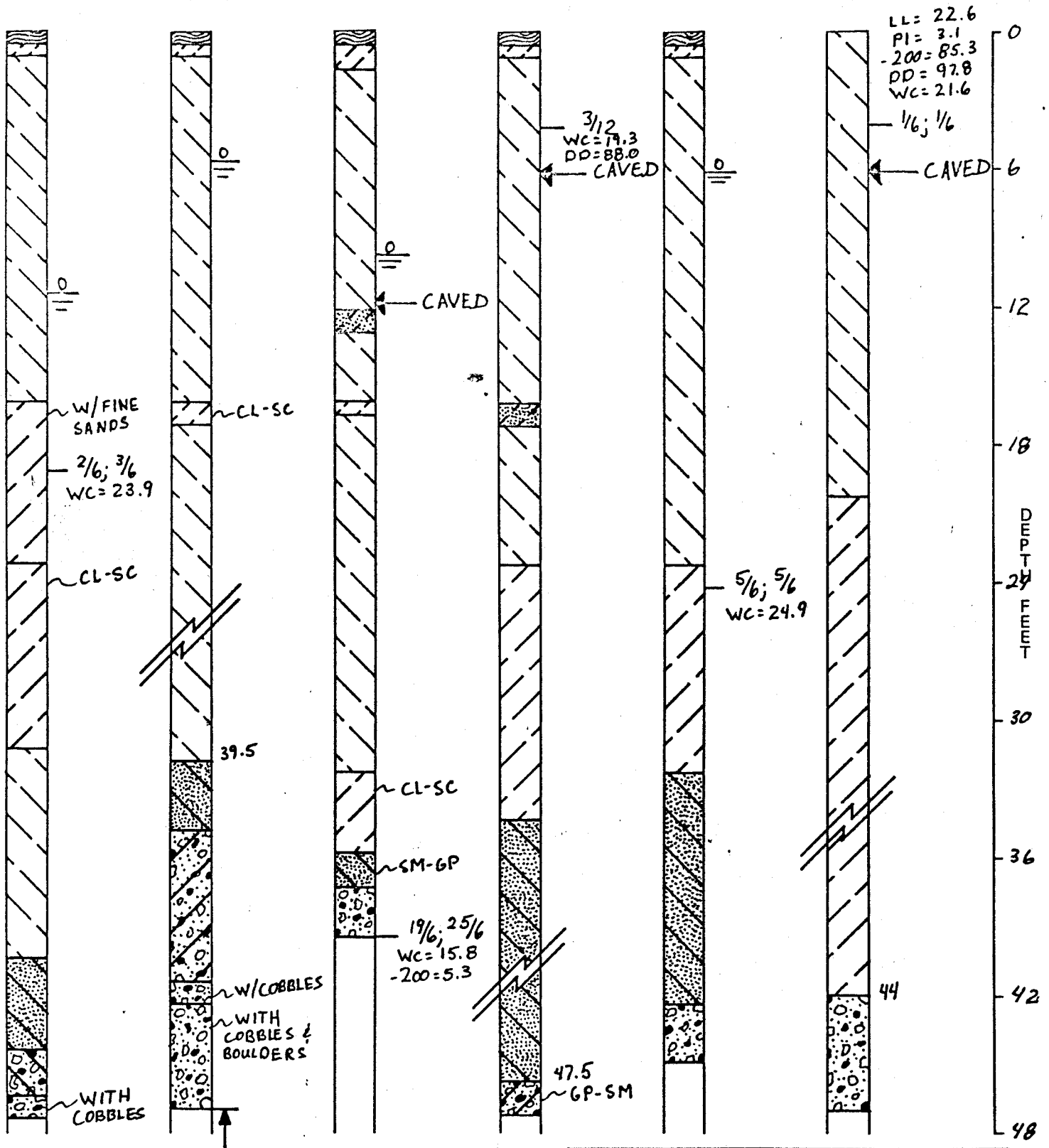
TH-27

TH-29

TH-32

TH-34

TH-38



GLGEO TESTING
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 GMCO JOB # 56-2
 SUMMARY LOGS OF TESTS AND TEST HOLES

Fig. 2

TH-40

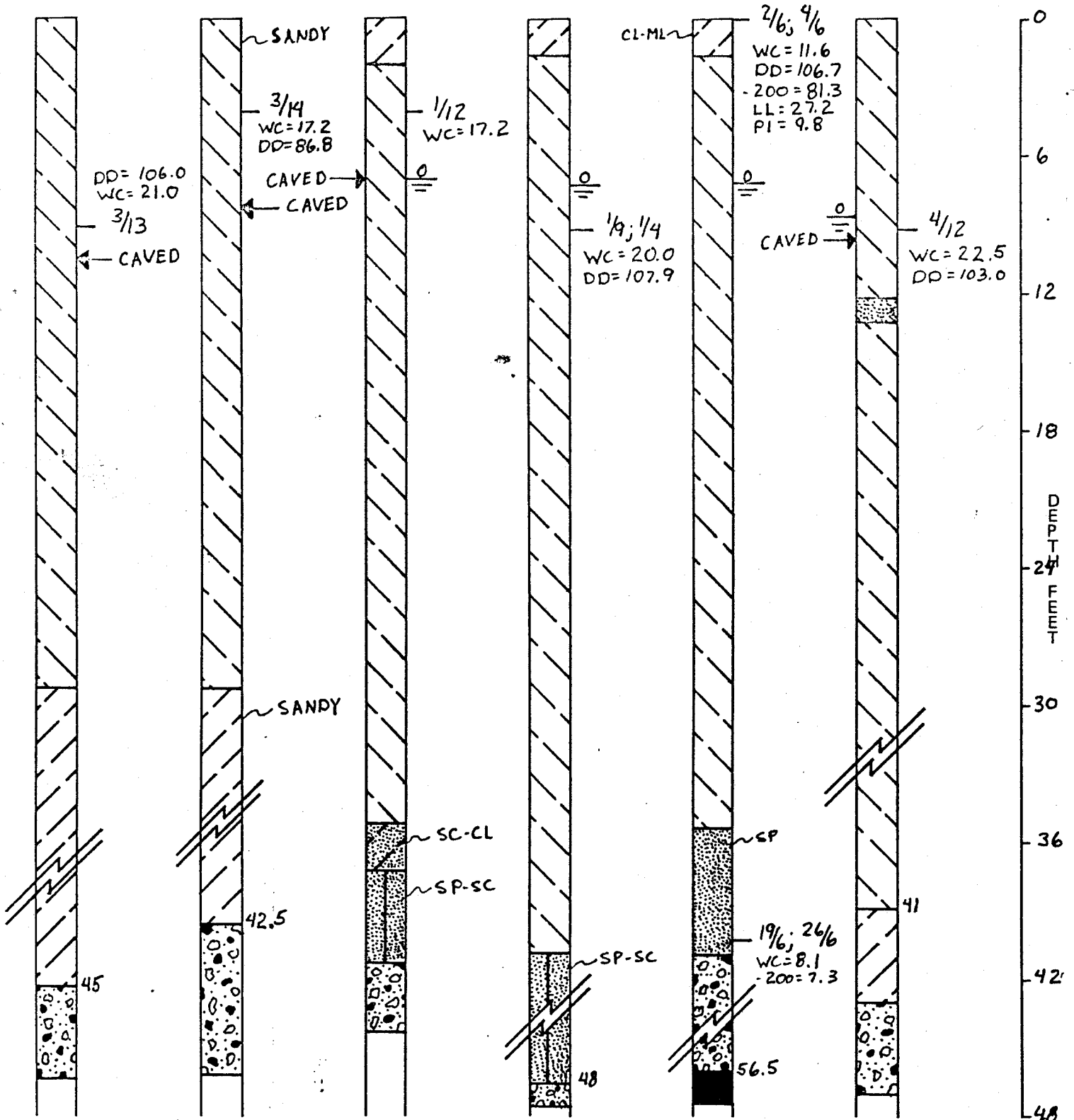
TH-42

TH-43

TH-45

TH-47

TH-50



GI GEO TESTING
 Geotechnical Engineering and Materials Testing
LABORATORIES, INC.
 G M C O J O B # 66-2
 SUMMARY LOGS OF TESTS AND TEST HOLES

Fig. 2

TH-52

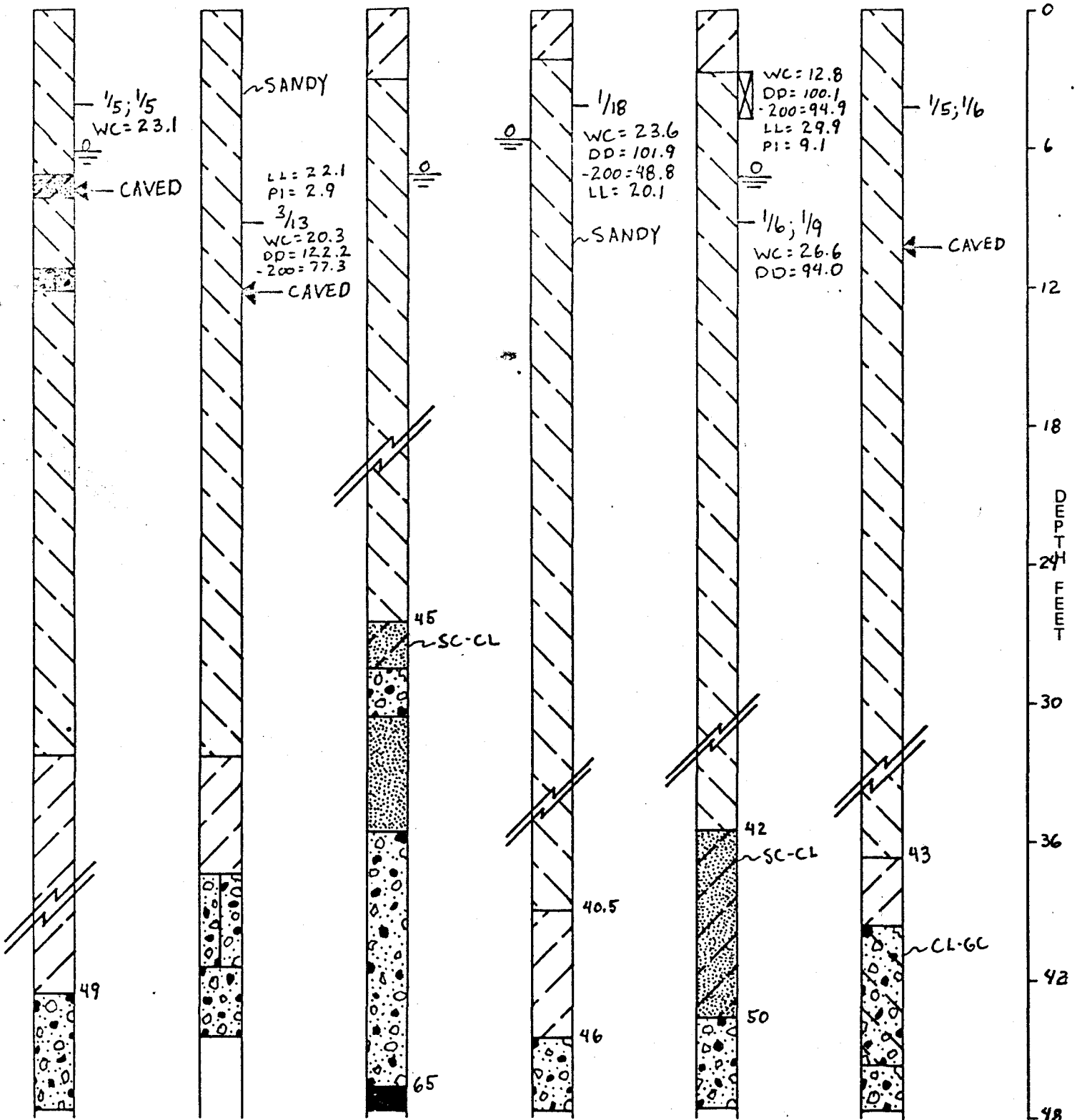
TH-54

TH-55

TH-57

TH-59

TH-62



GT GEO TESTING
 Geotechnical Engineering and Materials Testing
LABORATORIES, INC.
 GMCO JOB # 56-2
 SUMMARY LOGS OF TESTS AND TEST HOLES

Fig. 2

TH-64

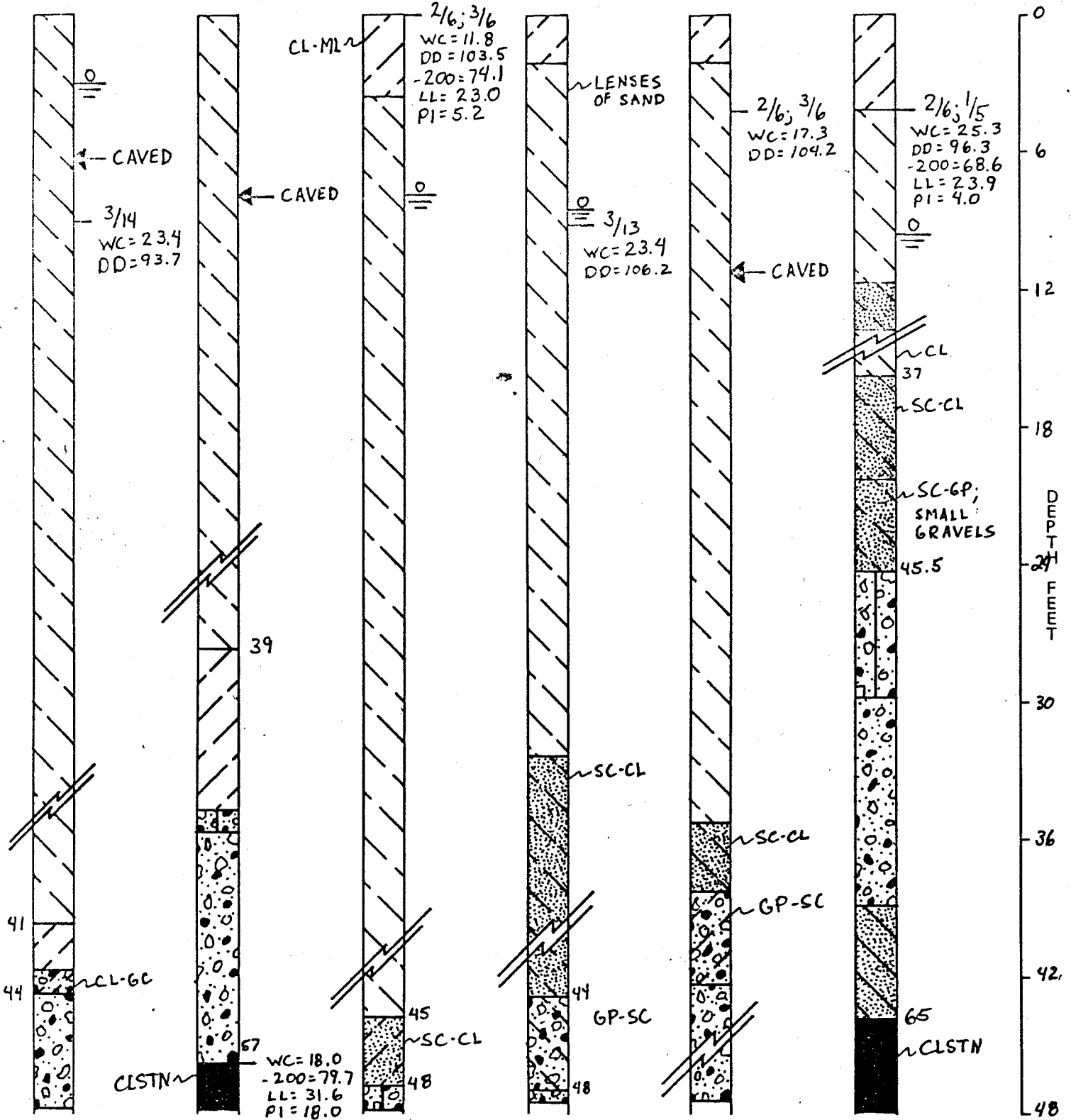
TH-66

TH-67

TH-69

TH-71

TH-74



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LABORATORIES, INC.
 GMCO JOB 56-2
 SUMMARY LOGS OF TESTS AND TEST HOLES

Fig. 2

TH-

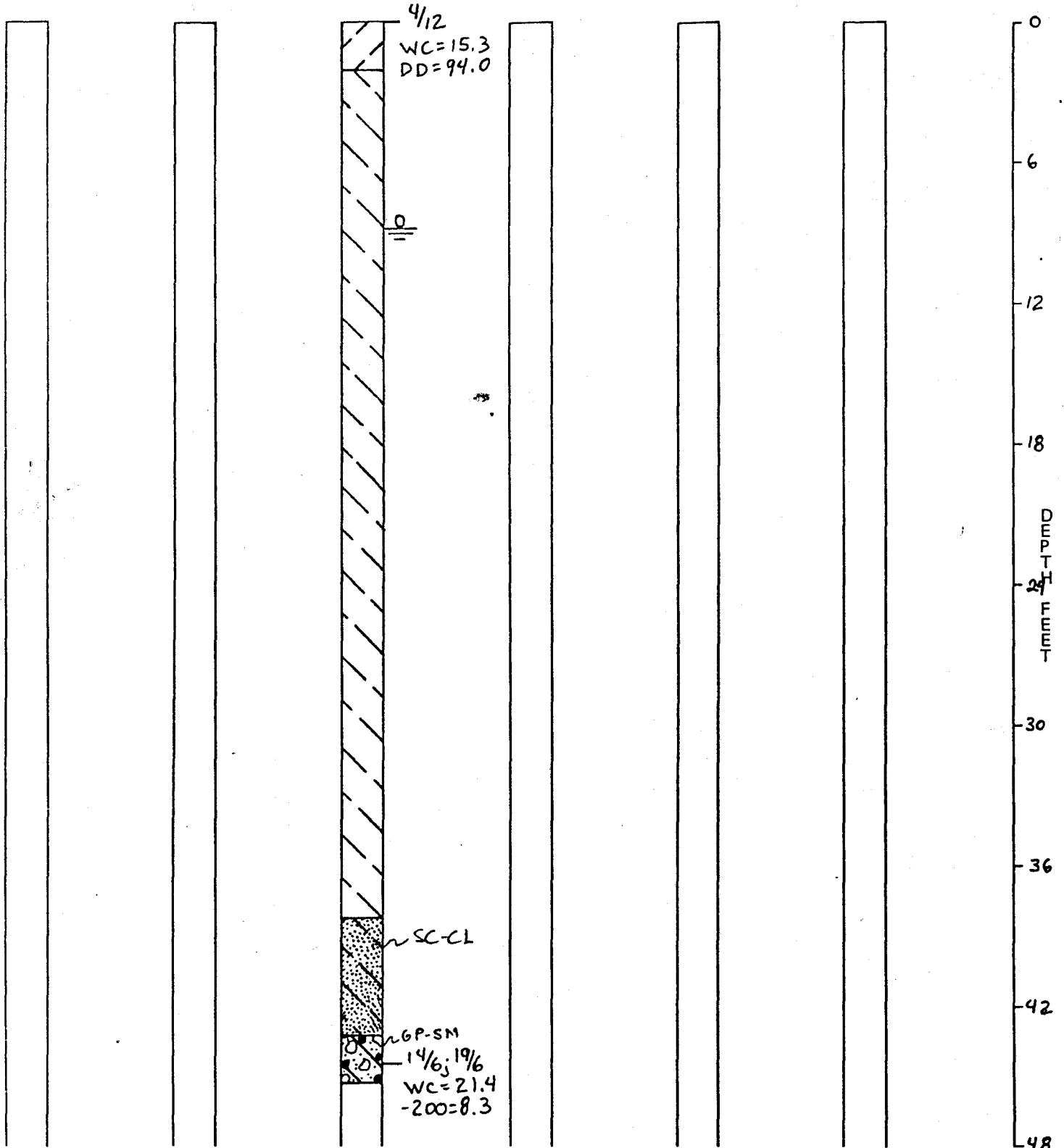
TH-

TH-76

TH-





















TH-












TH-




GM GEO TESTING
 Geotechnical Engineering and Materials Testing
LABORATORIES, INC.
 GMCO JOB # 56-2
 SUMMARY LOGS OF TESTS AND TEST HOLES

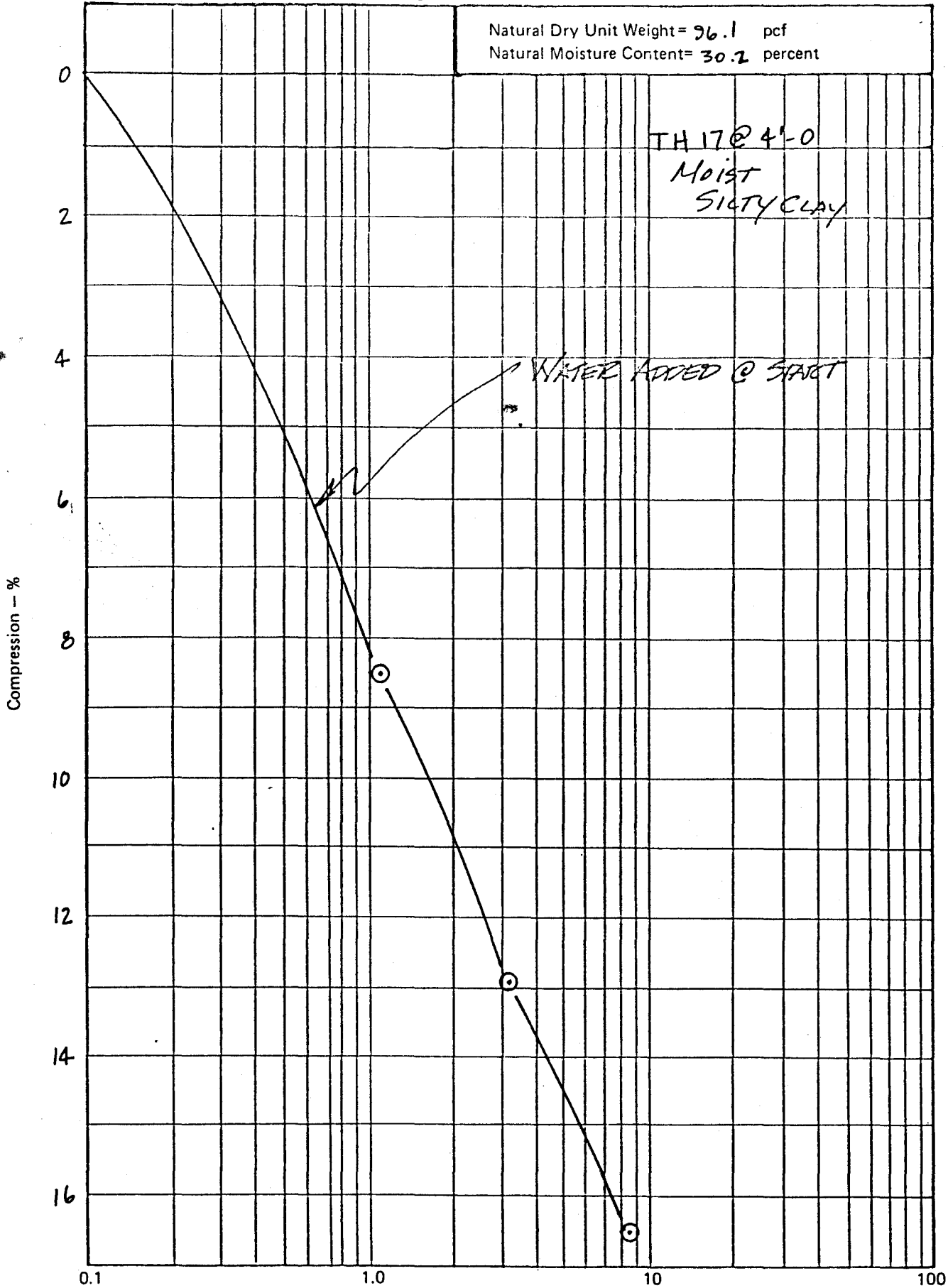
Fig. 2

-  CL, CL-CH, CH
CLAY, medium stiff to very stiff
-  CL, CL-CH, CH
CLAY, soft to very soft
-  SP, SW, SP-SW, SP-SC, SP-SM, SW-SC, SW-SM
SAND, medium to very dense, clean to slightly dirty
-  SP, SW, SP-SW, SP-SC, SP-SM, SW-SC, SW-SM
SAND, loose to medium dense, clean to slightly dirty
-  SC, SC-SM, *SC-CL* *medium dense to dense*
SAND, clayey, ~~loose to medium dense~~
-  SC, SC-SM, *SC-CL*
SAND, clayey loose to medium dense
-  ML, ML-CL
SILT, dense to very dense
-  ML, ML-CL
SILT, loose to medium dense
-  SM, SM-SC
SAND, silty, dense to very dense
-  SM, SM-SC
SAND, silty, loose to medium dense
-  GW-SW, GP-SP, GW, GP, SW-GW, SP-GP, GW-GC, GW-GM
GRAVEL and SAND, clean to slightly dirty, dense to very dense
-  GRAVEL and SAND, clean, loose to medium dense
-  GC-CL, GC
GRAVEL and SAND, very clayey, dense to very dense
-  GC-CL, GC
GRAVEL and SAND, very clayey, loose to medium dense
-  GM-ML
GRAVEL and SAND, very silty, dense to very dense
-  GM-ML
GRAVEL and SAND, very silty, loose to medium dense
-  CL-CH, CH, CL
CLAY (highly weathered claystone) or SHALE
-  SP, SM, SC, SW
SAND (highly weathered sandstone)
-  CLAYSTONE or SHALE firm to medium hard
-  SANDSTONE, firm to medium hard

-  SANDSTONE, CLAYSTONE, SHALE, or SILTSTONE, hard to very hard
-  CLAYSTONE, SHALE, or SILTSTONE, layered, firm to medium hard
-  SILTSTONE, firm to medium hard
-  CONCRETE or ASPHALT PAVING and BASECOURSE, etc.
-  TOPSOIL
-  FILL, man made, loose or unknown
-  FILL, man made, dense, controlled
-  GRANITE or similar hard competent rock
-  Gradual change in materials. Exact strata change not located.
-  Undisturbed sample taken by Shelby, Denison, Pitcher, etc.
-  **CAVED**
Indicates practical Rig Refusal. More than one such symbol indicated depth in adjacent hole attempted at same location

-  Free water level and number of days after drilling that measurement was taken.
- 9/12** Indicated that 9 blows of a 140 pound hammer falling 30 inches were required to drive a 2-inch diameter sample 12 inches.
- WC = Water content percent
- DD = Dry density, PCF
- UC = Unconfined compression strength, PSF
- LL = Liquid limit, percent
- PI = Plasticity index, percent
- SS = Shear Stress, direct shear, torvane, etc. PSF
- 200 = Percent passing number 200 sieve

Natural Dry Unit Weight = 96.1 pcf
Natural Moisture Content = 30.2 percent



Compression - %

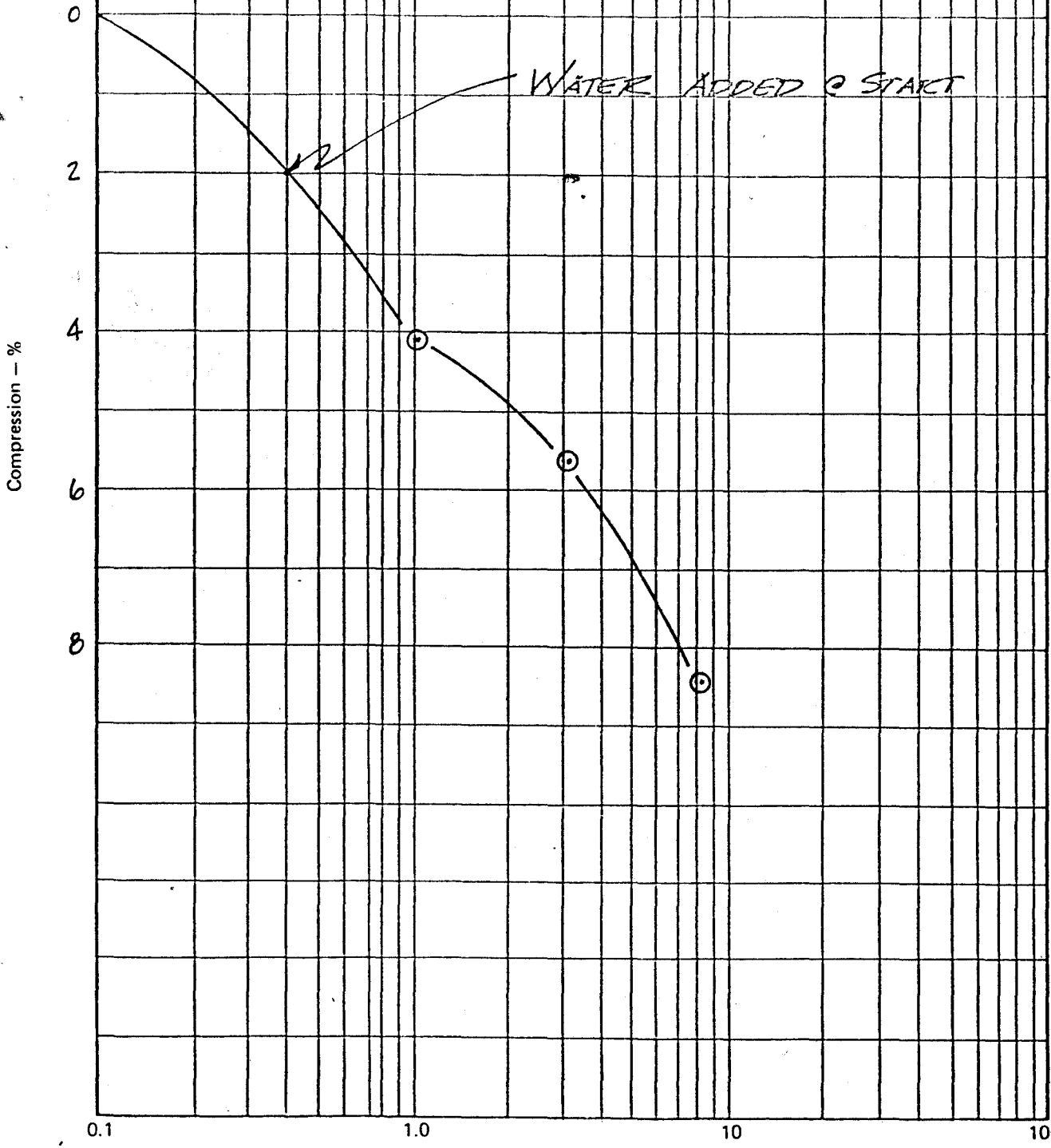
0.1 1.0 10 100

APPLIED PRESSURE - ksf
Swell - Consolidation Test Results

GMCO
56-2
FIG #4

Natural Dry Unit Weight = 105.7 pcf
Natural Moisture Content = 18.1 percent

TH 22 @ 0'-0
SILTY CLAY



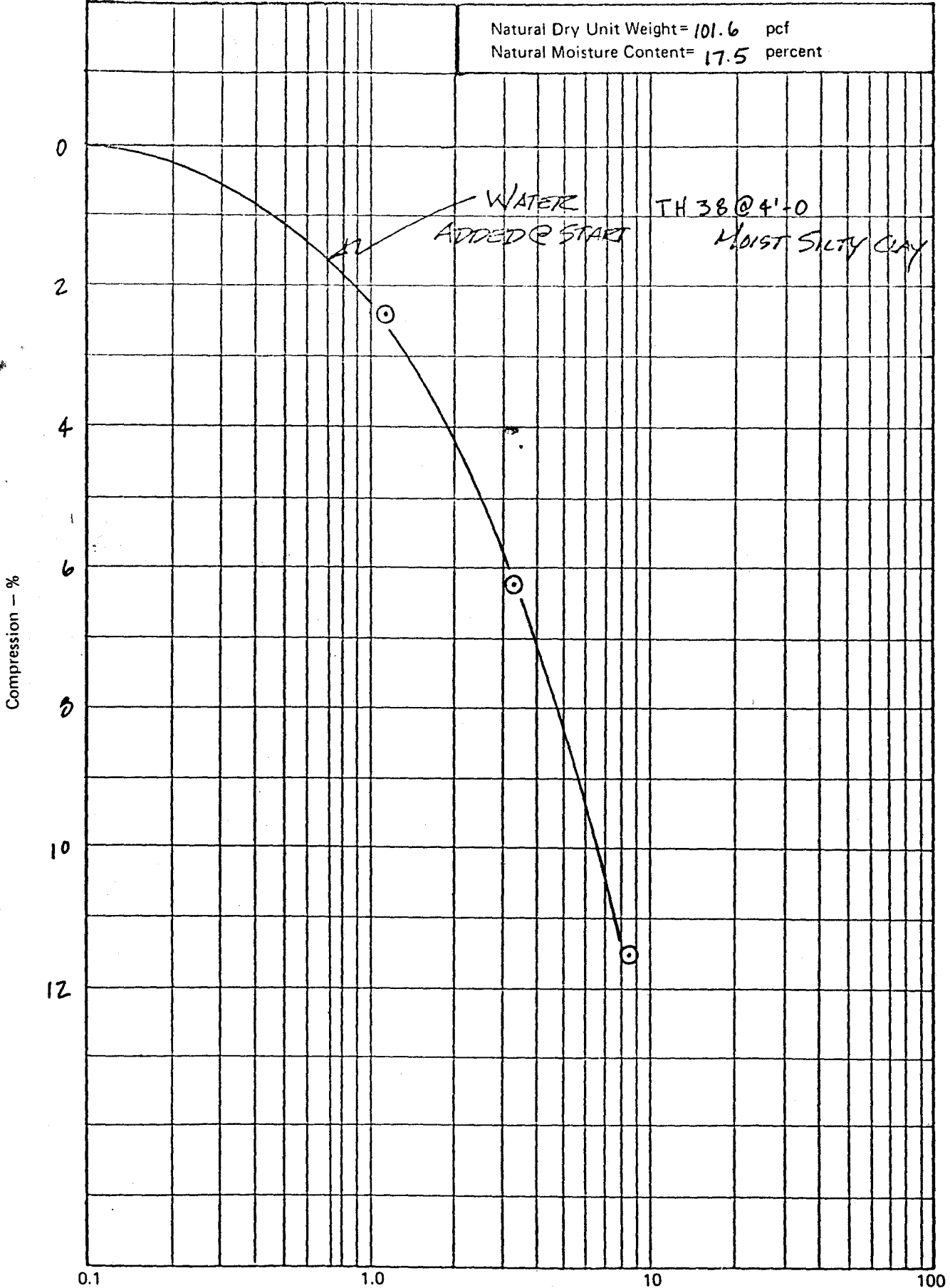
0.1 1.0 10 100

APPLIED PRESSURE - ksf
Swell - Consolidation Test Results

GMCO
56-2

FIG #5

Natural Dry Unit Weight = 101.6 pcf
Natural Moisture Content = 17.5 percent

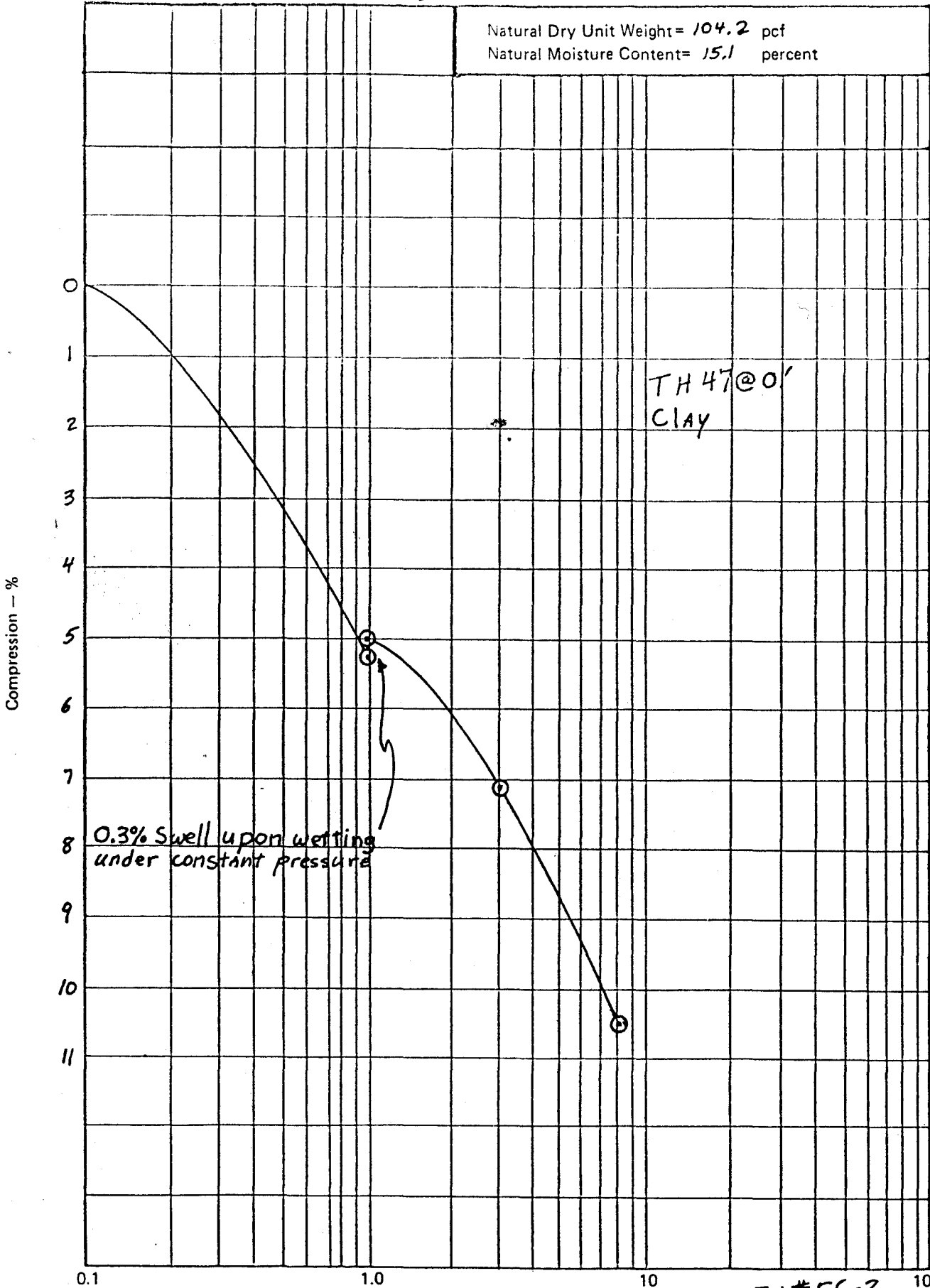


APPLIED PRESSURE - ksf
Swell - Consolidation Test Results

GMCO FIG #6
56-2



Natural Dry Unit Weight = 104.2 pcf
Natural Moisture Content = 15.1 percent



0.1

APPLIED PRESSURE - ksf
Swell - Consolidation Test Results

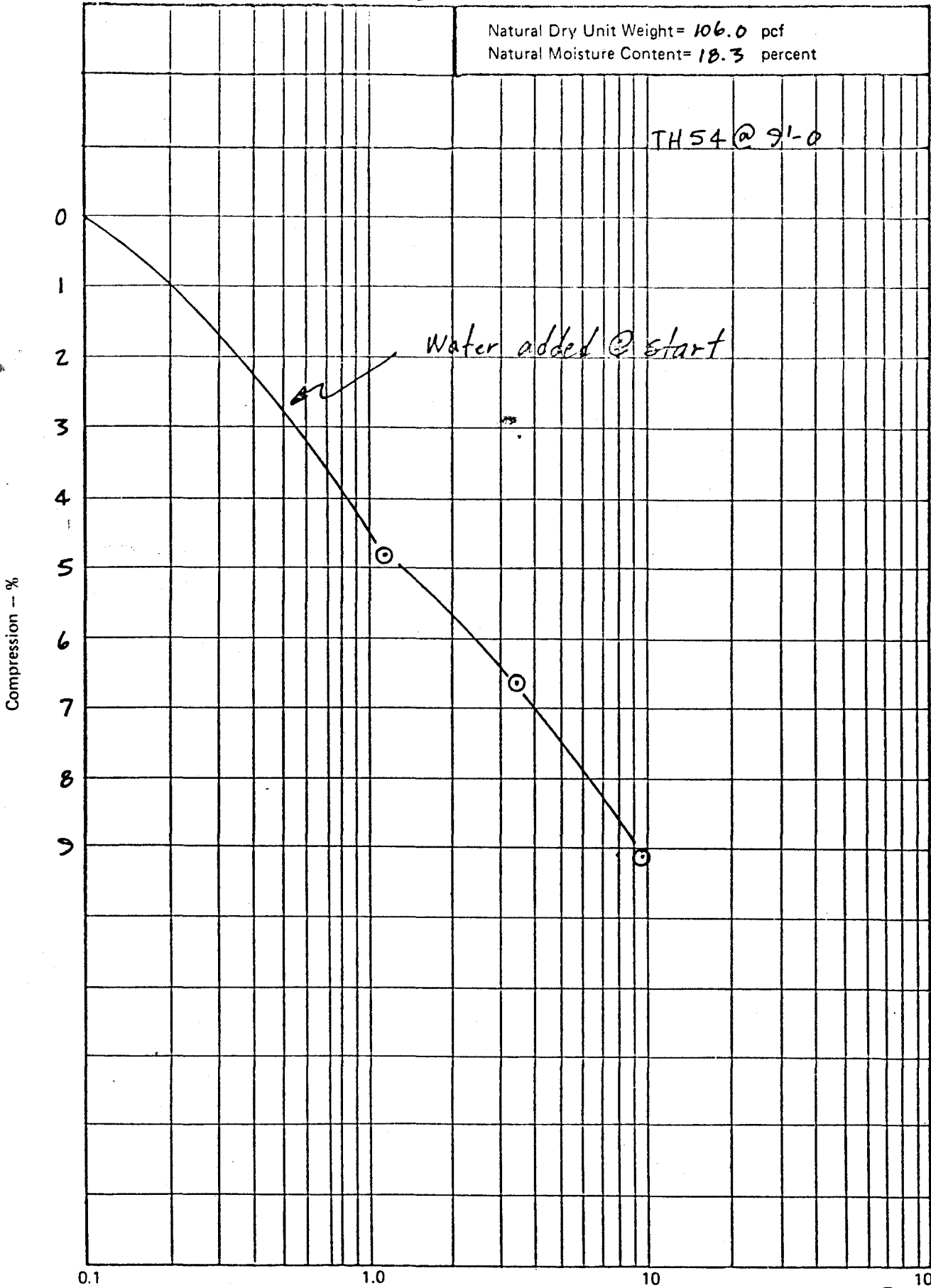
10

Job # 56-2

Fig. # 7

100

Natural Dry Unit Weight = 106.0 pcf
 Natural Moisture Content = 18.3 percent



0.1

APPLIED PRESSURE - ksf
 Swell - Consolidation Test Results

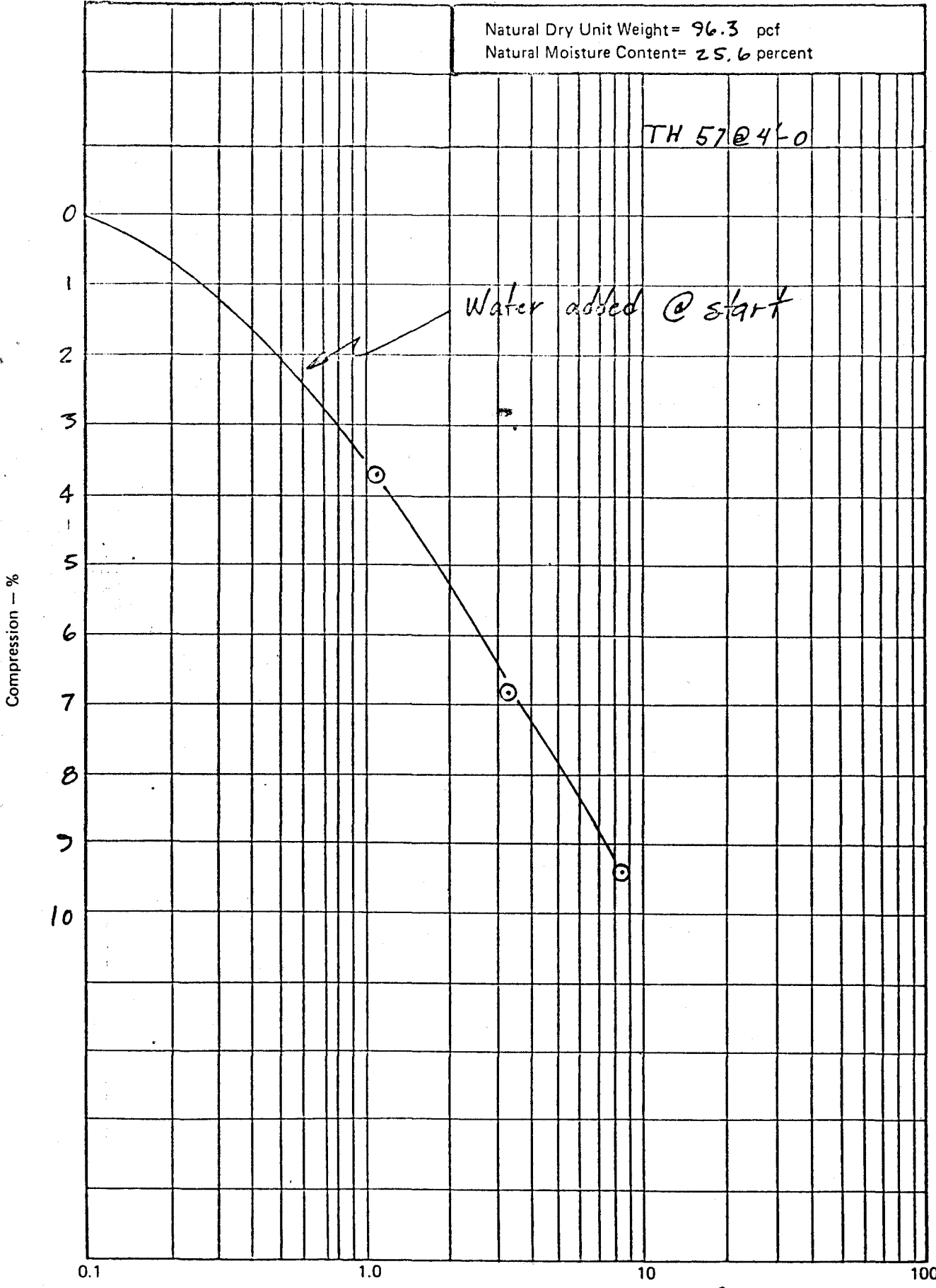
GMCO
 56-2

FIG # 8

Natural Dry Unit Weight = 96.3 pcf
 Natural Moisture Content = 25.6 percent

TH 57@4-0

Water added @ start



APPLIED PRESSURE - ksf
 Swell - Consolidation Test Results

GMCO
 56-2

FIG # 9

Natural Dry Unit Weight = 103.6 pcf
Natural Moisture Content = 10.8 percent

TH 67 @ 0'-0

Compression - %

0
2
4
6
8
10
12
14

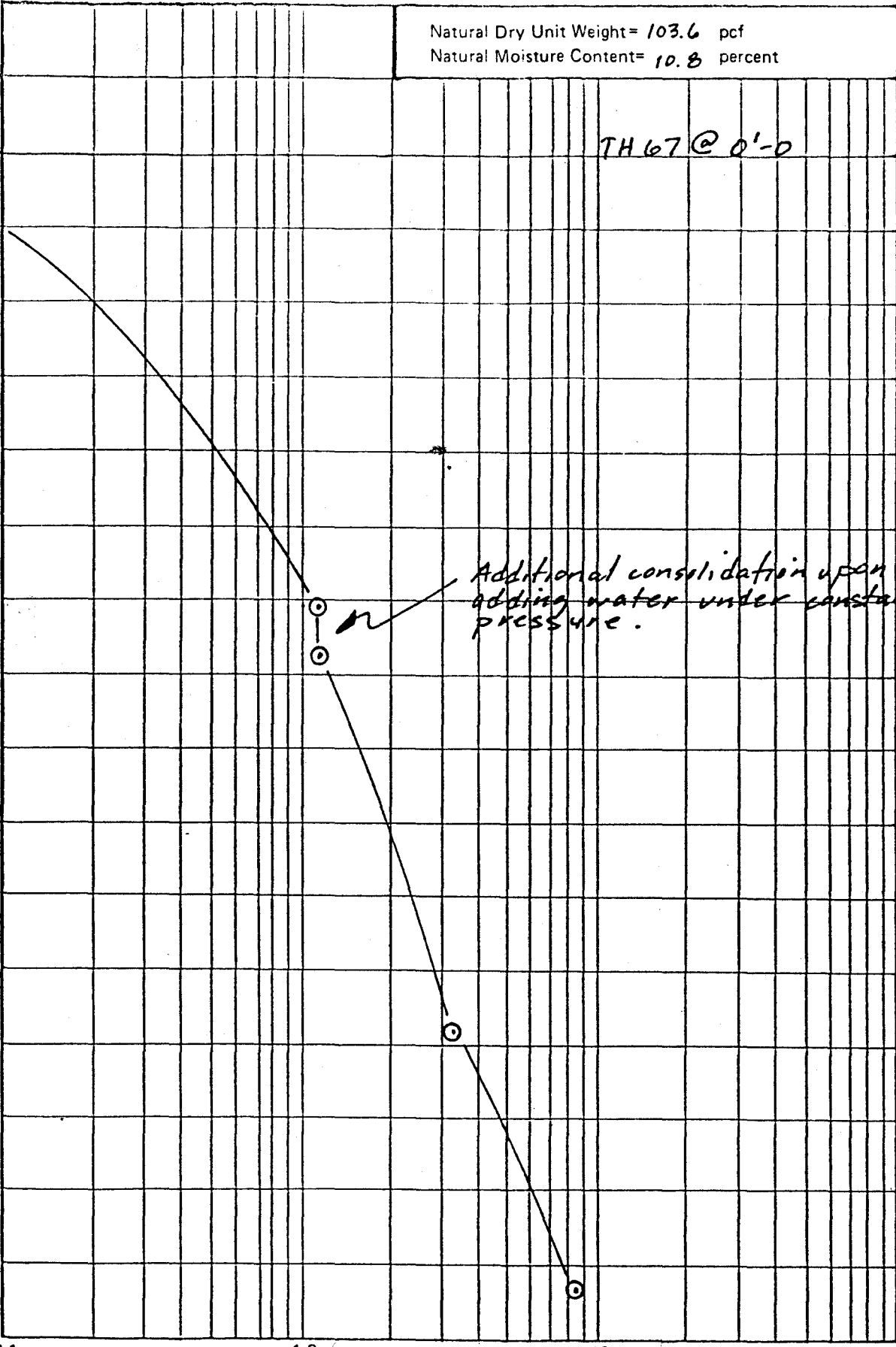
APPLIED PRESSURE - ksf
Swell - Consolidation Test Results

GMLO
56-2

FIG #10

0.1 1.0 10 100

Additional consolidation upon adding water under constant pressure.

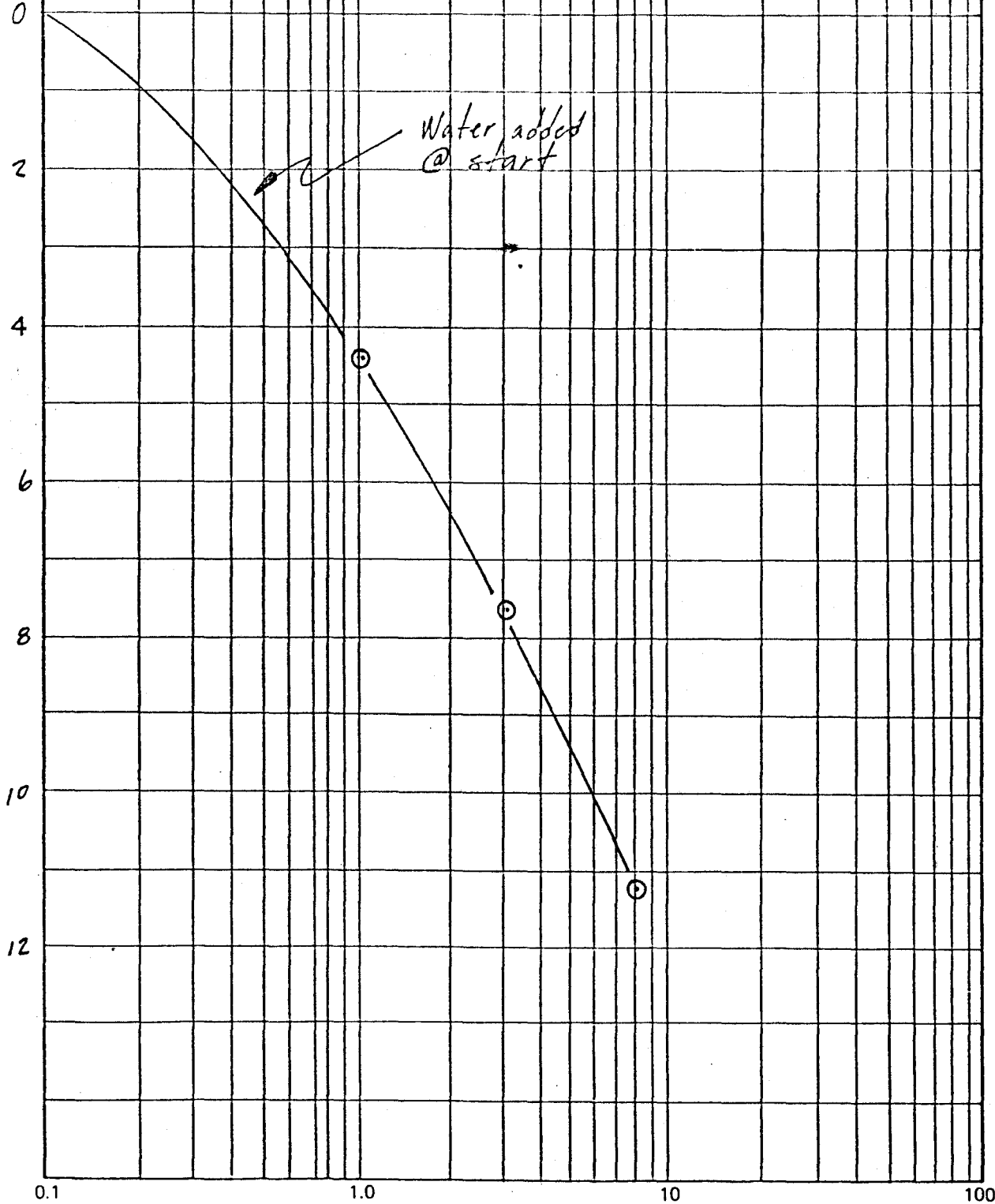


Natural Dry Unit Weight = 95.4 pcf
Natural Moisture Content = 25.4 percent

TH 74 @ 4-0

Compression - %

Water added
@ start



APPLIED PRESSURE - ksf
Swell - Consolidation Test Results

GMCO
56-2

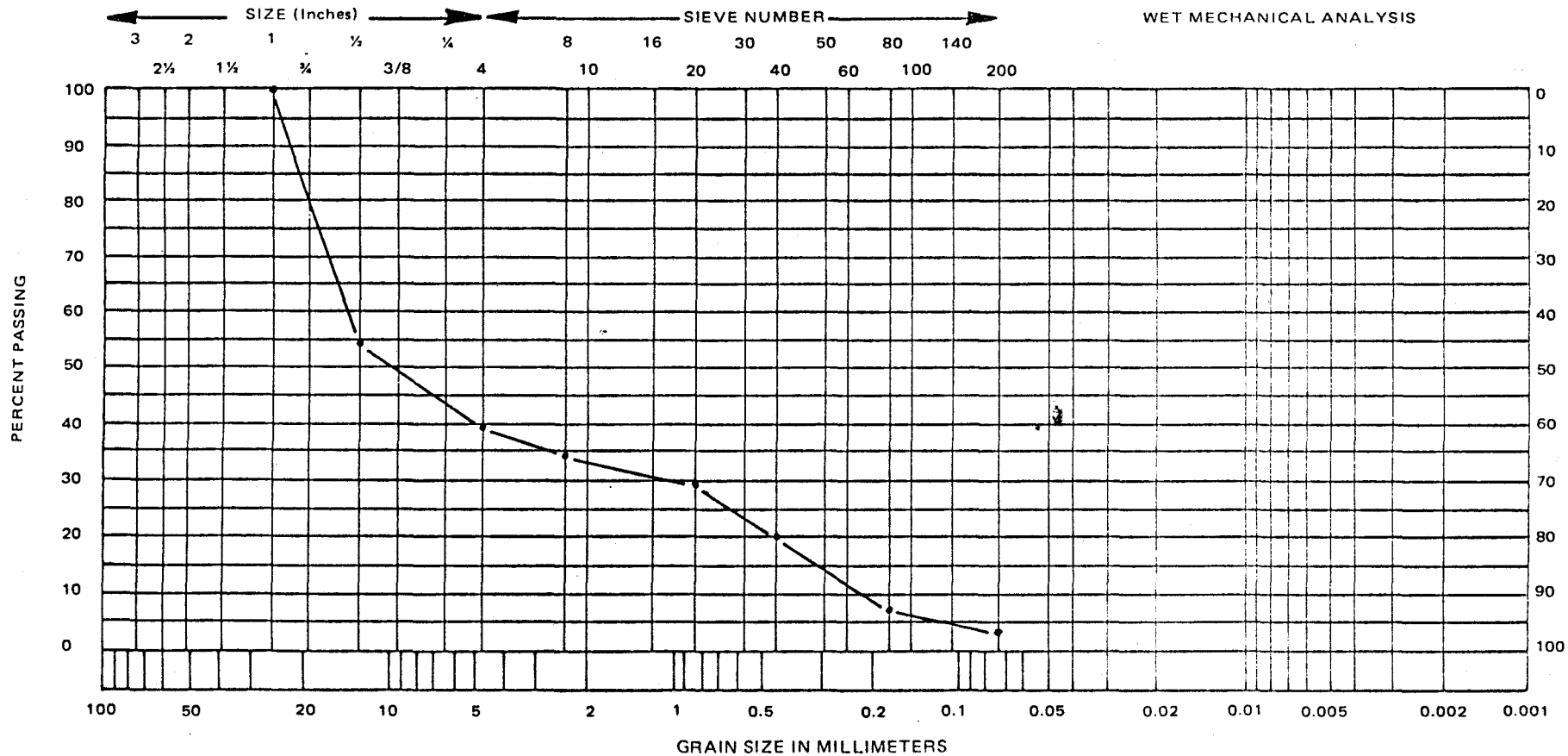
FIG #11

PROJECT

GMCO

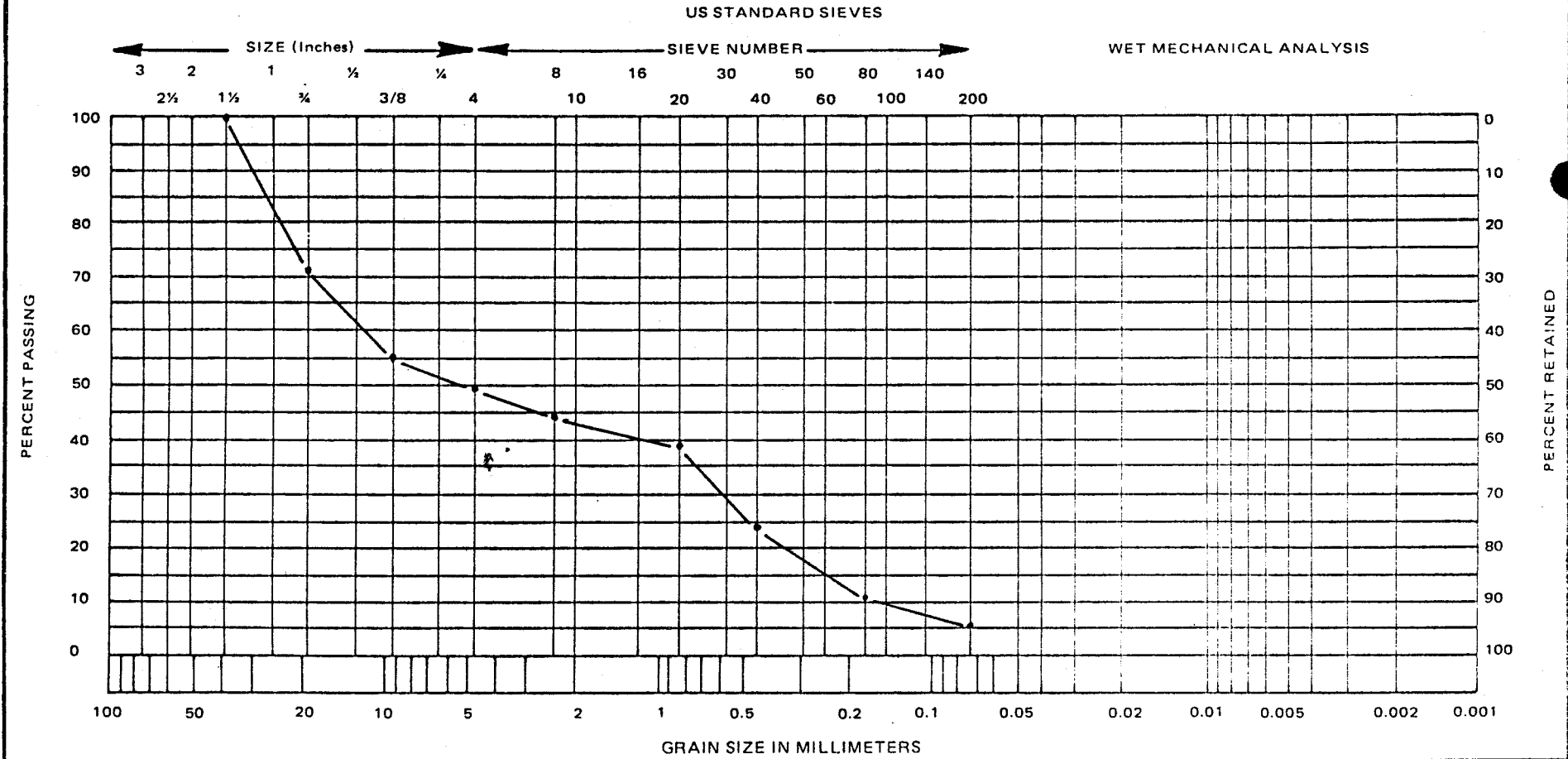
56-2

US STANDARD SIEVES



EXCAVATION NUMBER	SAMPLE NUMBER	NATURAL % MOISTURE	W _L	W _P	I _P	CLASSIFICATION	REMARKS
5@35'-37'		7.2				GP sandy	Gravel - 60.3%, Sand - 36.1% Fines - 3.6%
TECHNICIAN (Signature)			PLOTTED BY (Signature)			CHECKED BY (Signature)	
Lonny Phelps			Lonny Phelps			C. Hatten	

PROJECT **GMCO 56-2**

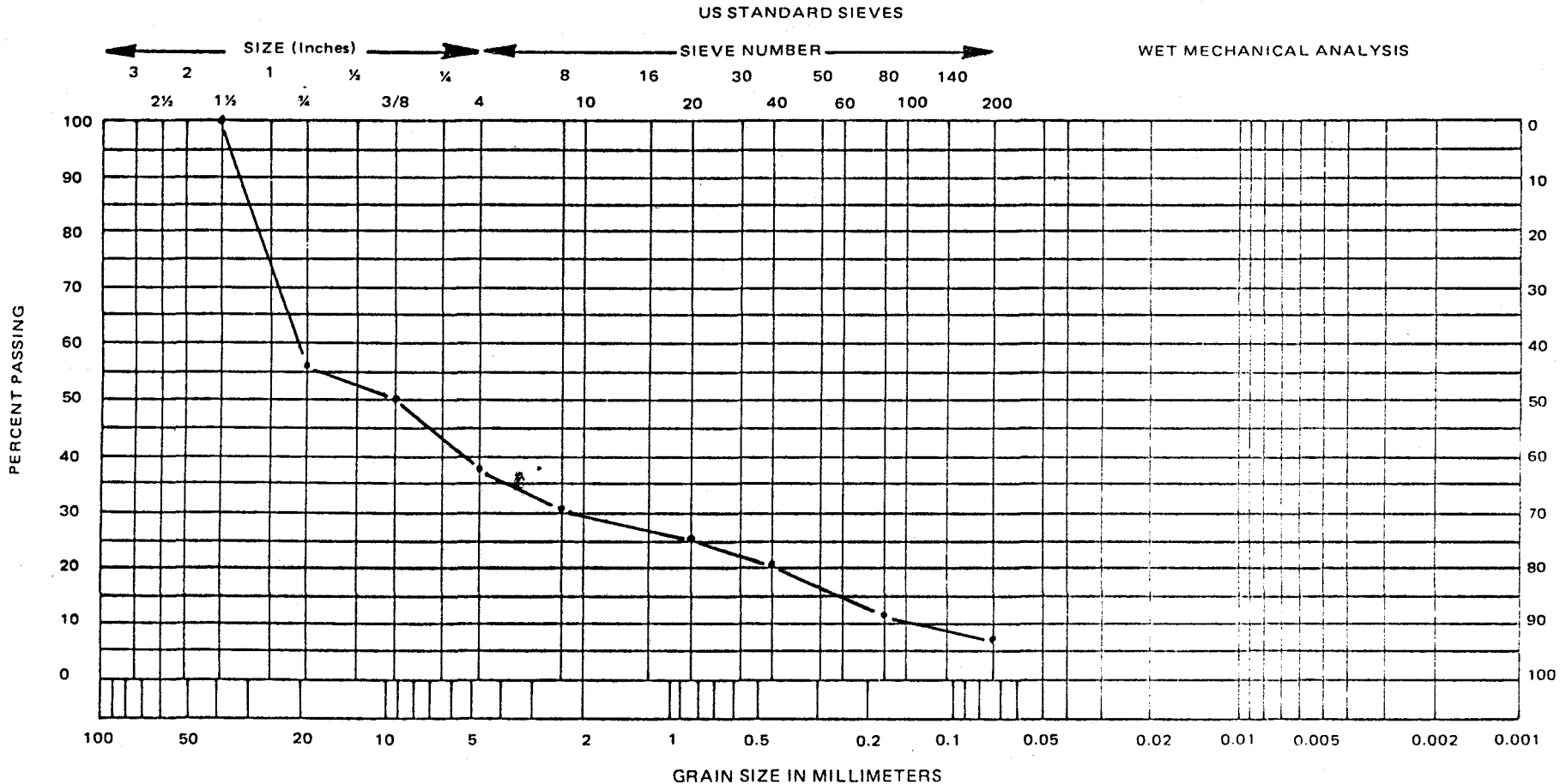


EXCAVATION NUMBER	SAMPLE NUMBER	NATURAL % MOISTURE	W _L	W _P	I _P	CLASSIFICATION	REMARKS
29@39'-0		8.8				GP-GM very sandy	Gravel - 51.0%, Sand - 43.7% Fines - 5.3%
TECHNICIAN (Signature) <i>Loumy Thelms</i>			PLOTTED BY (Signature) <i>Loumy Thelms</i>			CHECKED BY (Signature) <i>Chatter</i>	

GRAIN SIZE DISTRIBUTION GRAPH AGGREGATE GRADING CHART

PROJECT **GMCO**

56-2



EXCAVATION NUMBER	SAMPLE NUMBER	NATURAL % MOISTURE	W _L	W _P	I _P	CLASSIFICATION	REMARKS
47@ 40'-6"		6.1				GP-GM sandy	Gravel - 62.3%, Sand - 30.4% Fines - 7.3%
TECHNICIAN (Signature) <i>Lonny Phelps</i>			PLOTTED BY (Signature) <i>Lonny Phelps</i>			CHECKER (Signature) <i>[Signature]</i>	

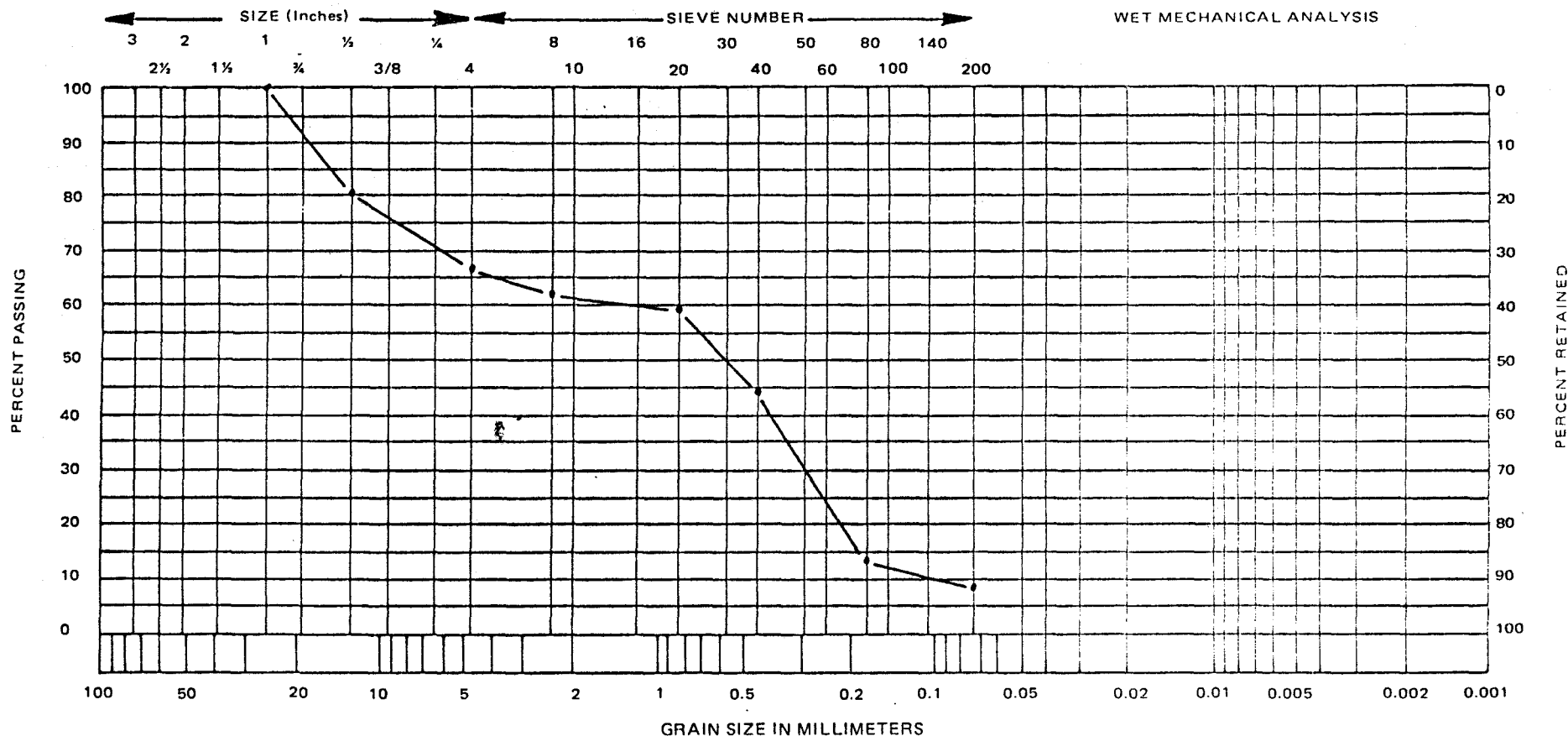
PROJECT

GMCO

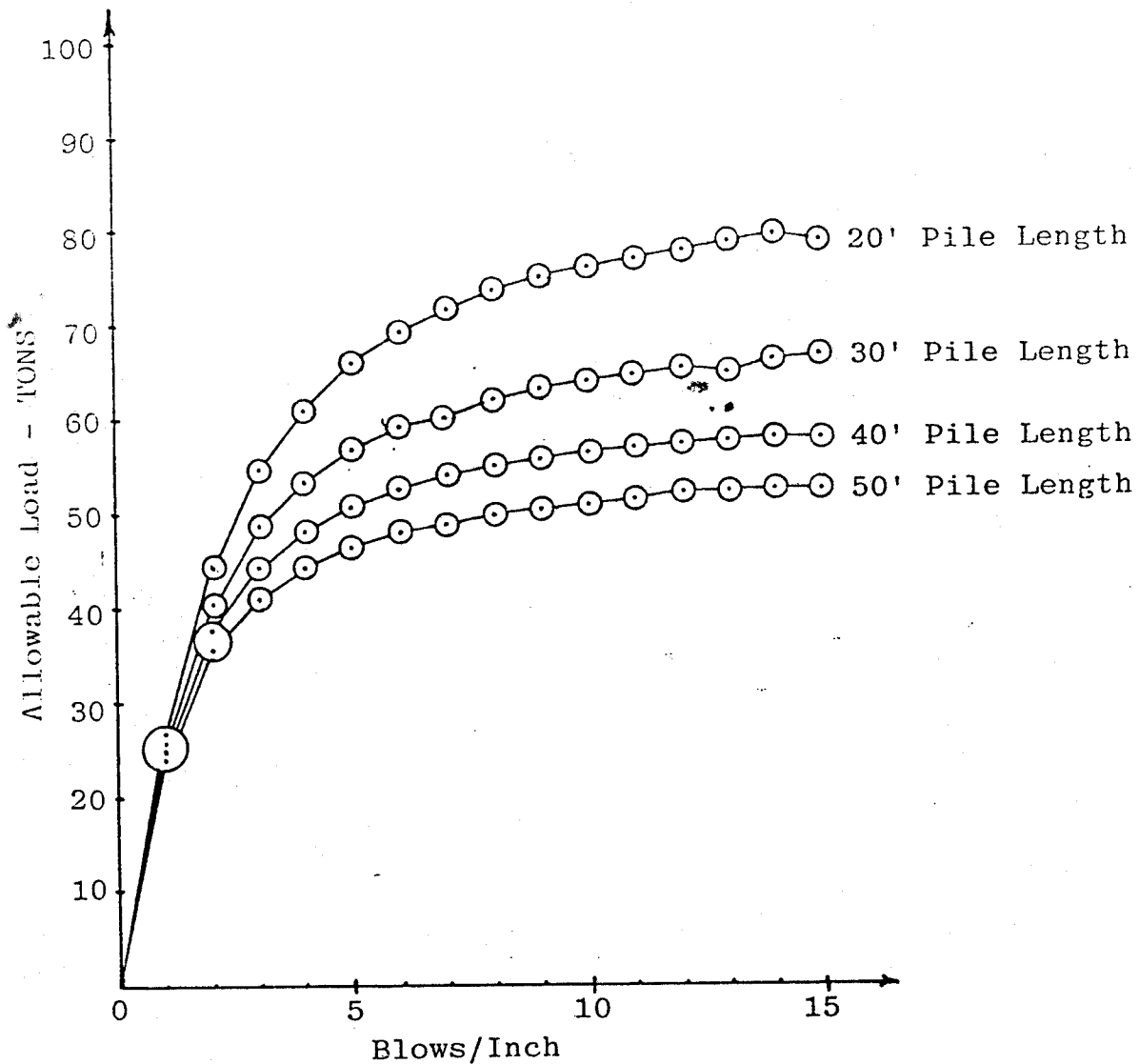
56-2

US STANDARD SIEVES

WET MECHANICAL ANALYSIS



EXCAVATION NUMBER	SAMPLE NUMBER	NATURAL % MOISTURE	W _L	W _P	I _P	CLASSIFICATION	REMARKS
76@44'-0		13.6				SP-SM gravelly	Gravel - 33.1%, Sand - 58.6, Fines - 8.3%
TECHNICIAN (Signature)			PLOTTED BY (Signature)			CHECKED BY (Signature)	
Lonny Phelps			Lonny Phelps			A. Porter	



Allowable pile bearing capacity
as calculated by the JANBU PILE
FORMULA.

Given: 1) Hammer Specifications
2) Pile Specifications

Note: K-13 pile driver &
8" diameter schedule
20, .250 wall thickness
piling.

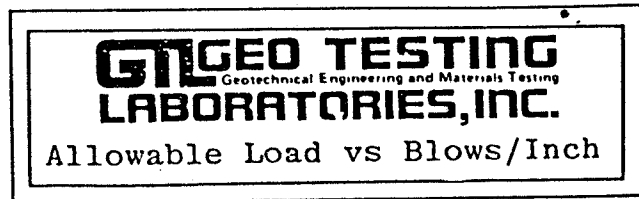
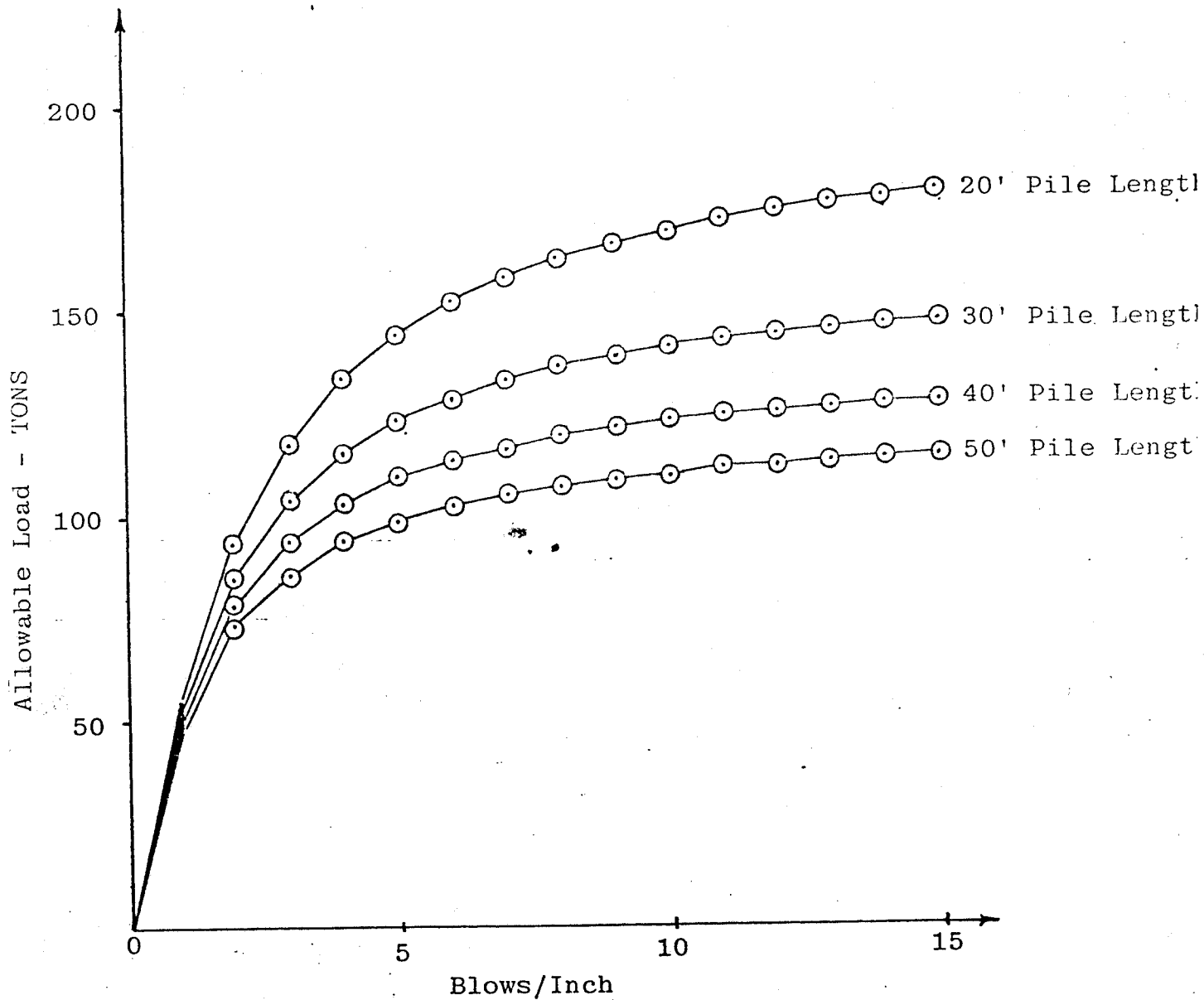


Fig. 1.



Allowable bearing capacity
as calculated by THE JANBU
PILE FORMULA.

- Given: 1) Hammer Specifications
2) Pile Specifications

Note: K-25 Pile Driver
& HP 10x57
Piling.

GT **GEO TESTING**
Geotechnical Engineering and Materials Testing
LABORATORIES, INC.

Allowable Load vs Blows/Inch

REV. L W SHEET SUMMARY

FILE NO. 18-85 TITLE HEADING Neighbors RV Park Prelim/Final DUE DATE 10/14/85

ACTIVITY - PETITIONER - LOCATION - PHASE - ACRES Activity: Preliminary & Final Plan

Petitioner: Grand Junction Tech Center, Inc. and Warren Jacobson Location: SW corner of I-70 and 24 Road

PETITIONER ADDRESS P.O. Box 363 Grand Junction, CO 81502

ENGINEER N/A

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
10/14/85	Development Dept.	<p><u>Project Narrative</u></p> <p>The parcel 1.889 acres on the corner of 24 and G Roads cannot be developed until an application and approval are received. Although a shopette is mentioned in the project narrative, no assurances or guarantees are given by the City regarding future development of this parcel. A submittal request will have to meet the rezone and PD criteria for a change of use request from residential to Planned Business.</p> <p>The northern boundary line of the Neighbors R.V. park does not indicate the location of lot 032 running parallel with I-70. Is that parcel included in the preliminary plan or exclusive?</p> <p>The draft of covenants indicate 40' max. length for the recreational units while the plan shows 38' max. length.</p> <p>The narrative does not discuss the seasonal occupancy aspect nor what assurances the City can expect on the closing times of the recreation center. It was discussed in the ODP and hearing, but we have not received anything in writing with the final. Nothing was mentioned in the covenants.</p> <p>There was discussion of setting aside a portion of the park for overnight rentals. Since none are shown or discussed, will all spaces be designated to exclude visitor areas? We would prefer this to be included in the covenants and final plan with some assurance that no spaces would be rented/leased for a period of less than 30 days. This would help assure a "residential development" rather than a campground or business with overnight traffic.</p> <p>There was a question of ROW improvements along 24 Road within State Highway jurisdiction. In discussions with the State, City and County, the developer will be obligated to improve the State Highway ROW in conjunction with City/County improvements for 24 Road. Design will be reviewed by all affected departments.</p> <p>The appraisal, once received, will be paid upon recording of the final plat. If alternative options are considered, they must meet City Council approval prior to recording of the plat. The same is true for 24 and G Road improvements escrow.</p> <p><u>Site Plan</u></p> <p><u>Preliminary Plan</u></p> <p>At construction, to what extent will the utilities and improvements be provided beyond Phase I? On-site drainage, perimeter screening and landscaping, irrigation, retention, etc. will have to be provided as part of Phase I. While not all of the total drainage system may be necessary with Phase I, adequate provisions to handle the runoff beyond Phase I will be required.</p> <p>No details of the perimeter fence is provided. It is unclear where the fence is in relation to the landscape scheme. This is also true with the final landscape plans. Detailed screening plans should be submitted for review. The developer indicated the State Highway ROW along I-70 would be landscaped. None is shown. We would recommend the developer pursue this to better buffer I-70 from the Park.</p>

10/14/85

Development
(con't)

A map, directory and street lot layout should be provided at the main entrance, since only one official address will be given to the entire Park.

Final Plan Layout

The gatehouse should be moved back from 24 Road entry to assure no R.V.'s will block the public right-of-way, including the pedestrian crossing. The service entry along G Road should also be moved back to prevent G Road traffic from being blocked. This will allow some stacking room.

Will the parcel, 1.88 acres, on the corner of 24 and G Roads be screened or will the fence run on the outside of the parcel? If on the inside, the site should be cleaned up. What provisions are being made to keep drainage from overflowing on this parcel 1.88 acres?

No specifics on the rec. center paving, curb detail work, etc. were provided. It is unclear whether section B-B has the drainage flowing towards the rec. center or away from it. The trash enclosures within the rec. center area, if City, should be verified for accessibility by the Public Works Dept. A breakup of the perimeter parking should be provided by means of landscaped islands. Will curb side trash service be provided?

The Grand Junction Drainage District's comments should be discussed with the City Attorney. Something needs to be resolved prior to any building permits being requested.

As previously discussed, all signage will require a separate sign permit.

The final draft of covenants to be recorded should be reviewed and approved by the City to ensure compliance with the intent prior to the covenants being recorded.

No bikeracks are provided near the tennis, putting green, shuffleboard or horseshow facilities. The developer may want to consider providing some.

Although no crosswalks are indicated, provisions should be made, at least at the rec. center, for pedestrian crossings.

What is the status of the adjacent west property? If no plans are expected for future expansion, the screening and landscaping along the western property line now should be completed with Phase I.

Lighting as provided is acceptable.

No objections.

See attached comments.

Need appraisal to be submitted when completed. It looks like you're planting a lot of trees of the same variety. You might want to consider a little more variation. This will help in keeping the park looking good should a disease move into a specific variety of tree (your losses will be minimized.)

No objections to Preliminary Plan, developer concept, or proposed land use.

The developer and developer's representatives have maintained close cooperative communications with this office since the project's inception. They understand the Ute System service prerequisites and requirements. The water system installation will be mutually agreeable to both parties and totally adequate to meet the project needs.

Sheet No. 5: Where did 54' wide pavement width come from on G Road typical section? What lanes are included in the 54' width? The curb, gutter and sidewalk detail shown on the west side of 24 Road is not acceptable. The curb and gutter must be constructed monolithically with the sidewalk per City standards. Sheet 8C: Why is there no curb radius at the corners on the west end of Neighbors Blvd? Sheet 12: Typical water and sewer locations detail: Water and sewer service lines should be 10' minimum apart. Water service should not cross over sewer service line anywhere.

10/4/85 Mtn. Bell

10/11/85 G.J. Drainage

10/14/85 City Parks

10/9/85 Ute Water

10/11/85 City Engineer

10/11/85 City Engineer
(con't)

Sheet 17: Can 24" irrigation pipeline be moved west to get manholes out of sidewalk? Curb, gutter and sidewalk should be shown monolithic section! Irrigation structure shown at northwest corner of 24 and G Road is in the way of future sidewalk. This should be relocated behind the sidewalk. At intersection of Easy Lane and G Road and at Neighbors Blvd. and 24 Road the transitions from vertical curb to ribbon gutter shall be on private property, not in curb radius.

Colorado State Dept. of Health Design Criteria requires 10' minimum horizontally between water mains and sewer lines, and a minimum grade for 8" sewers of 0.4%. The proposed plans are not in accordance with these requirements.

10/11/85 State Highway

Acceleration and deceleration lanes are not properly designed as to length in accordance with access code. A left turn lane should be provided to preclude any stopping of north bound thru traffic. If a gate is placed on Neighbors Blvd., it should be placed far enough back as to allow for a motor-home with a large boat to turn and stop without blocking any traffic movements. It also appears that emergency vehicle access is severely limited.

10/2/85 Building Dept.

Preliminary soils investigations reveal wet, soft, silty clays with recommendations for spread footings for the lighter structures. Foundations will require Engineer design. Original comments on earlier review regarding laundry, restroom facilities, etc. still apply. Street signs and space identification will be required before R.V.'s are allowed to be set up.

10/15/85 County Engineer

County is involved in development decisions on both 24 and G Roads. This should be reflected on Sheet 5 of the plans and the improvement agreements for those roads. Traffic generation estimate appears to be too low. No drainage report sent for review; calculations, assumptions, detention, structure design, etc. Center draining streets shown on Section D-D, Sheet 5 of plans look like potential problems. On improvement agreements no estimate was included for re-locating existing utilities according to utilities placement composite plan, work was not shown on drawings--work should be included in both 24 and G Roads improvements. Why is 10" water line not on north side of street? If line is to be run at location shown, the County will require a performance bond of an amount sufficient to cover the replacement of one half road width prior to issuing utility permit. It is unlikely that a 10" line can be laid with its center only 2' from the existing pavement without damaging pavement and subgrade. Possibility also exists that trench cut will result in significant movement and result in failure of roadbed adjacent to trench.

LATE

10/10/85 12:45 PM
10/14/85 1:00 PM
10/15/85 10:15 AM

Shrum and Associates, Inc.
Planning ■ Engineering ■ Surveying

759 Horizon Drive
Suite C - Crossroads Square

Grand Junction, Colorado 81506
(303) 245-2798

RESPONSE TO REVIEW COMMENTS
NEIGHBORS R.V. PARK SUBDIVISION

CITY PLANNING (Project Narrative)

1. All plans for the future development lot will be submitted to the City for review and approval.
2. Lot 032 is owned by others and is not a part of the Neighbors R.V. Park Subdivision.
3. The Covenants have been changed to reflect maximum 38' length for recreational units (refer to Article VI., Section 3D).
4. Seasonal occupancy is addressed in the Covenants (refer to Article 1, Section 7).
5. Rental/leased spaces are addressed in the Covenants (refer to Article VI, Section 2 A5).
6. To date, no design or construction plans for 24 Road and/or G Road have been approved by the City Engineer or City Council. The Developers have reviewed the 24 Road construction plans that have been prepared for the County and apparently accepted by the County. The City Engineer has requested that his office is given three to six months to determine the appropriate design criteria for 24 Road. Until the City establishes the design criteria, the Developer cannot respond to any proposed improvements in the State of Colorado (I-70) right-of-way.

The Developer has assumed that the County's 24 Road designs will not be sufficiently modified by the City. As a result, no improvements within the State of Colorado right-of-way are anticipated. (Refer to Mesa County 24 Road plans and the transition area approaching the I-70/24 Road interchange.)

7. The appraisal will be hand-delivered to the City Planning and Parks Department on/or before October 28, 1985.

CITY PLANNING - Site Plan

1. Generally, all underground utility lines will be installed beyond streets and intersections constructed in Phase I as shown on the plans. In addition, the 4" diameter water main will be constructed on the north side of the Recreation Area for service to the Recreation Area. The Drainage Pipe will be installed on the ditch west of the property to a point just north of Phase I as shown on the plans. An east-west ditch will be ploughed just north of Phase I development to intercept any rainfall runoff and convey it to the Drain Ditch west of the project.
2. The masonry fence will be 6-foot tall and constructed with cinder block. The outside of the fence will be treated with a masonry-spackle finish to insure a smooth cosmetic treatment. The fence design will be very similar to the Silver Ridge II project fence in Mesa, Arizona which has been inspected by the City Planning staff. Other comments regarding landscaping are attached (refer to Plans and Project Narrative prepared by the landscape Architect).
3. A Directory as requested will be constructed at the main entrance.

CITY PLANNING - Final Plan Layout

1. The gatehouse will be moved to the far western end of the entrance median as requested. The wrought iron gate on G Road will also be moved to the north to allow stacking for one vehicle.
2. The fence will be located along the periphery of the future development lot as reflected on the preliminary plan. Also refer to 2.0 landscape easement on the plat which is the intended location of the masonry fence. This lot will be cleaned up as requested.

As shown on the drainage plans, the Neighbors R.V. properties will all be graded to drain away from this parcel. The natural drainage of this parcel is southwesterly and this drainage will also ultimately be included in the provisions for runoff for the total project.

3. Specifics for the Recreation Center paving, curb detail and grading are shown on Sheet #8K where it is indicated that the parking lots and driveways are bordered by vertical curb and gutter with elevations shown. The pavement section is similar to that shown on Sheet 5 with 13 inches of subbase material. On the plans for grading and drainage of the streets adjacent to the Rec Center, elevations are shown in all cases which indicate that Section B-B drains toward the curb & gutter adjacent to the Rec Center.

The trash enclosures and locations have been reviewed by Steve Benetti with the City Sanitation Department. In fact, Mr. Benetti assisted in determining the number of trash receptacles required. Door-to-door trash service will not be provided.

The Developer will install some landscape islands to break-up the parking lot as requested.

4. Refer to letter addressing G.J. Drainage District comments. The G.J. Drainage District's concerns have been addressed to their satisfaction.
5. The Developer will obtain separate sign permits from the City of Grand Junction.
6. The City Attorney has a copy of the Covenants and the Developers are waiting to incorporate any changes or modifications that are required by the City. To date, we have received no response from the City Attorney regarding the Covenants.
7. The Developer will install a bike rack by the tennis courts, as requested.
8. Crosswalks will be installed along the Recreation Center at the satellite park locations to insure pedestrian safety.
9. The Developer does not anticipate acquiring the adjacent property to the west. The area enclosed by the chain link fence will be landscaped in accordance with the Phase I landscape plans.

GRAND JUNCTION DRAINAGE

1. Refer to attached letter to the District dated 10/17/85.

CITY PARKS

1. Refer to response prepared by Landscape Architect.

CITY ENGINEER

1. The Review Comments from the City Engineer were discussed with Acting City Engineer Don Newton on October 22 and resolved at that time. The street sections for both G Road and 24 Road were obtained from the Plans for improvements to 24 Road as designed by Paragon Engineers within the last couple of years. It is our understanding that these designs will be reviewed by the City Engineer's office who will collaborate with the County Engineer

to establish the final standard for the two roads. When the standards are determined, we will update our plans for the Neighbors R.V. Park Subdivision and escrow funds for our portion of the established cost of the two road improvements which will be constructed at a future time to be established by the City and County.

2. The 8-foot wide sidewalk shown on the west side of 24 Road from Neighbors Boulevard to G Road will be constructed monolithically with vertical curb at the location and grade to be determined by the City Engineer. The sidewalk is not expected to be required by the City Engineer, but is being constructed at the desire and expense of the Developer for pedestrian and bicycles for access to the proposed future development area at the NW corner of 24 Road and G Road, and perhaps to be continued further south to the Mesa Mall sometime in the future.
3. The centerline of the 24-inch concrete irrigation pipeline is shown 3-foot from the west property line of 24 Road. This location will permit overhead power and telephone line poles to be constructed in the remaining 18 inches of space in the right-of-way adjacent to the west property line. This means the pipeline cannot be located any further west. The two manholes on the 24" line which are in the sidewalk will be graded to match the sidewalk with smooth cast iron lids. The irrigation structure with the redwood cover will also be graded to match the sidewalk. The sidewalk will not be constructed along G Road.
4. The curb radii for the west end of the Neighbors Blvd. is shown on Sheet #8K, Sheet #8C will be updated to match. We will redesign the radius of the curbs at Neighbors Blvd. and 24 Road to 30 ft. radius at Mr. Newton's request.
5. The relative locations of the sewer and water line have been discussed with officials of the State and County Health Departments, the City Building Inspector and others. Mr. Newton indicated he would be satisfied with the relevant decision approved by Mr. Richard Bowman of the State Health Department. Mr. Newton also expressed approval with the 0.25% sewer grade shown for some of the 8-inch sewer lines providing both the design and installation was certified by a registered professional engineer.

STATE HIGHWAY DEPARTMENT

1. It is recognized that the acceleration and deceleration lanes do not comply with design codes of the Colorado Division of Highways. It is our understanding that until the new 24 Road design is completed and constructed, that no other temporary improvements were to be required of this road. At our own volition and expense, we have volunteered to provide these temporary improvements as partial accommodations anyway, to be removed and replaced with the new 24 Road design when approved and constructed under City initiation. In the design for the new road, a left turn lane will be provided as requested.
2. To the Developer's knowledge, the State of Colorado Access Code does not apply to streets and/or roads that are owned and maintained by a local government.

BUILDING DEPARTMENT

1. A Colorado Professional Engineer will design the Foundations for the Recreation Center Buildings.
2. To the Developer's knowledge, the Neighbors R.V. Park Subdivision has been designed in accordance with the Uniform Plumbing Code.
3. Street signs and lot number markers will be installed prior to occupancy.

COUNTY ENGINEER

1. We can change the comments under the street sections for G Road and 24 Road on sheet #5 to name both the City and the County.
2. Drainage reports on the project are available and a copy given to the County Engineering Department.
3. The streets within the project will be private; operated and maintained by the Neighbors R.V. Park. The inverted crown street section is the same as used in by far the majority of these kinds of projects that we are aware of in areas such as Arizona with no adverse effects. Actually, it provides several advantages for long, low-hung RV's such as when entering the driveways from the streets.
4. The 10" water line is shown on the south side of G Road in the same location as it was constructed west of 23 Road and stubbed out east of 23 Road due to the large drainage ditch on the north

side of the right-of-way. We have recently heard that the Drainage District may be enclosing the large ditch on the north side of G Road which may provide a potentially better location for the water main on the north side of the existing asphalt in G Road. We will keep in touch with and coordinate with County Engineering and Ute Water regarding this situation.

PUBLIC SERVICE

1. On October 24, 1985, Public Service agreed that a privately-owned and maintained system will be installed to serve the project.
2. The easements requested by Public Service will be incorporated on the Final Plat.

COUNTY PLANNING

The Developers were advised by Mesa County that the project should be annexed to the City of Grand Junction. The annexation has been accomplished and the Neighbors is now subject to meeting the requirements set forth in the Grand Junction Zoning and Development Code. The Mesa County Land Development Code is vastly different then compared to the City's Development Code. As a result, it is impractical and even impossible for the Developer to simultaneously satisfy both City and County land development regulations, policies and standards.

The County Land Development Code does not address Recreation Vehicle Park Subdivisions. This omission in the County Code has lead to a high-degree of confusion. In fact, the County Planning Department has consistently used numerous platitudes when reviewing the project, including manufactured housing, campgrounds and mobile homes. An R.V. Subdivision does not fall into any of these land use categories.

The County is encouraged to review the drainage drawings and hydrology report that has been approved by the City Engineer and Grand Junction Drainage District.

Shrum and Associates, Inc.
Planning ■ Engineering ■ Surveying

759 Horizon Drive
Suite C - Crossroads Square

Grand Junction, Colorado 81506
(303) 245-2798

October 17, 1985

Grand Junction Drainage District
Post Office Box 21
Grand Junction, Colorado 81502

Attention: Ms. Donna Garlitz
Mr. Don McBride
Mr. John Ballagh

RE: NEIGHBORS R.V. PARK

Dear Donna, Don and John,

This will confirm discussions held at our meeting yesterday in your office and responses and agreements made as a result of your Review Comments to our application for approval of the final plan for Phase I development of the Neighbors R.V. Park Subdivision.

1. It is agreed that MH #1, located at the intersection of the EW and the NS drains, should be 60 inches in diameter.
2. It is agreed that an additional MH will be installed at station 26 + 10 where the concrete pipe joins the existing corrugated steel pipe. This would be concluded in construction for Phase II development of the project. MH Nos. 12, 13 & 14 would also be relocated in order to balance the spacing of MHs in the Phase II project. Other MHs in Phase I are located to accommodate tie-ins of the storm sewer systems. Phase I would stop at approximately station 15 + 20.
3. We understand that the District will install the drain pipe along G Road in the approximate present location of the existing ditch. If the MHs should fall in the curb & gutter line, which is between 27' and 29' North of the section line, we understand the District will offset the top ring and cover of the MH so it will either fall in the asphalt area south of the C&G or north of the C&G. In the event the MHs fall north of the C&G, we will provide standard CI lids (not grates as shown on the plans) and a catchbasin inlet will be installed at station 13 + 19 on the north side of the street on the G Road construction plans (sheet #17) which will be tied into the 18" RCP storm sewer line connected to MH #1.
4. The Neighbors R.V. Park will accept responsibility for maintenance and operation of the storm sewer systems which are connected to the Drainage District drainage system, and it is agreed that the storm sewer pipelines will be specified as concrete pipe in lieu of PVC as presently shown.

COPY

5. It is understood that the District requires a separate document for deeding the drainage easements in addition to the Plat which will be recorded. We will obtain the necessary forms from your office.

6. It is understood that the Neighbors R.V. Park may provide final grading of the drainage easement as shown on the plans and may install and maintain lawn and shrubbery in this area providing that no trees with intrusive roots may be planted in or adjacent to the drainage easement. The chain link fence planned for the west perimeter of the project will be installed along the east line of the drainage easement with a number of gates provided for access by the Drainage District.

7. We will remove and relocate the trash pickup point shown on the plans in the drainage area between lots 14 and 15, Block 1.

8. Currently, irrigation water is provided to the subject property from a source north of I-70 and conveyed under I-70 through a 24-inch diameter pipeline. This irrigation water will not be utilized at all on the Neighbors R.V. Park and will be conveyed to downstream users through a new 24" RCP pipeline in the 24 Road Right-of-way and westerly along the north side of the project in an existing ditch for that purpose which will be enclosed in a pipeline during construction for Phase II of the project. None of the water will be dumped into the drainage ditches along the south or west perimeter of the project. Irrigation for landscaped areas proposed in the project will be through sprinkler systems from the domestic water system which will be controlled to allow minimal and negligible runoff.

9. The storm sewer line into the Recreation Area is intended only for use to drain the swimming pool or related use other than during periods of rainfall runoff and will not affect the hydrology. This is explained on page 14. of the Hydrology and Drainage Report.

10. While our estimates of cost differed slightly from those made by the District, we understand and agree that the Neighbors R.V. Park is responsible for all costs of materials used by the District in the construction of the tile lines adjacent to the subject property. We will arrange for payment and delivery of the materials to the site as coordinated with the District. As discussed, it is agreed that construction should take place as soon as possible following approval of the project by the Grand Junction City Council expected at their meeting on November 6, 1985. I intend to submit a set of our plans to Grand Junction Concrete Pipe Co. for shop drawings showing present manhole bases, catchbasin inlets and quotations for the materials subject to your approval and to be coordinated with your schedule. The gravel will also be arranged for, subject to your approval.

11. It is my understanding that the Owners of the Neighbors R.V. Park will pay your specified fees prior to construction although we agree that there is only 403 lots in Phase I plus the Recreation Area. I believe the owners will contact you to discuss the possibility of deferring part of the fee payments until lots are sold.

Letter to G.J. Drainage District
October 17, 1985
Page -3-

12. It is understood and agreed that until Phase II is undertaken, that an east-west ditch will be ploughed in the ground north of Phase I to intercept any rainfall runoff and will convey this drainage to the District Ditch west of the project.

Thank you very much for your interest in our project and I am sure our cooperative efforts will result in mutual benefits.

Sincerely,

SHRUM AND ASSOCIATES, INC.



Jerome P. Fossenier, P.E.

JPF/car
xc/City Planning Department

