

IMPACT STATEMENT/PROJECT NARRATIVE

This proposal is to vacate a 10' easement on the north side of Lot 7, Block 16, Spring Valley, Filing No. Six. The property address is 3520 Ponderosa Way.

A home is under construction on this lot, and the foundation has been poured. The foundation meets the minimum set back (5 feet), however the home sits five feet into this utility easement.

There are no utilities in the easement, it was platted as part of the original subdivision plat. Therefore, we are requesting the vacation of the entire 10 foot easement.

The easement is not used for traffic, and is not used for utilities, therefore there is no impact on any adjacent parcels. Because the set back of the home already meets minimum subdivision standards, the easement is not needed.

Construction will maintain adequate drainage, No services to this parcel or adjacent parcels are being altered in any way.

Original
Do NOT Remove
From Office

#21 87



Louise Mullins
2220 Ridge Dr.
Grand Junction, Co. 81506

Dick Olsen
3510 Ponderosa Way
Grand Junction, Colo. 81506

Chico Development
Box 3117
Grand Junction, Colo. 81502

Larry Taylor
3605 Applewood St.
Grand Junction, Colo. 81506

Donald Feeley
3645 Elderberry Cir.
Grand Junction, Colo. 81506

Discovery 76 Corp.
PO Box 1210
Grand Junction, Colo. 81502

Robert Youngquist
3620 Ponderosa Way
Grand Junction, Colo. 81506

Richard Stronger
3610 Ponderosa Way
Grand Junction, Colo. 81506

Don Dvorak
4 Andrews Dr.
Daleville, Ala. 36322

Gordon Kolacny
Box 523
Castle Rock, Colo 80104

Thomas Hedlund
3526 Ridge Dr.
Grand Junction, Colo. 81506

Jim Fromm
Box 1092
Grand Junction, Colo. 81502

John Summers
3430 Ponderosa Ct.
Grand Junction, Colo. 81506

Bill Clark
3770 Windbluff
Matthews, N. C. 28105

Howard McDowell
3510 Applewood
Grand Junction, Colo. 81506

Marlin Miller
3520 Applewood
Grand Junction, Colo. 81506

Walt Castle
3530 Applewood
Grand Junction, Colo. 81506

Homer Hatcher
3610 Applewood
Grand Junction, Colo. 81506

Spring Valley Home Owners Assoc.
c/o Donald R. Brown
2510 Ridge Dr.
Grand Junction, CO 81506

Chuck Rissell
2151 Hawthorn
Grand Junction, CO 81506

Steve Heald
Box 1210
Grand Junction, CO 81502

#21 87

Original
Do NOT Remove
From Office

3520 PONDEROSA WAY

SITE PLAN

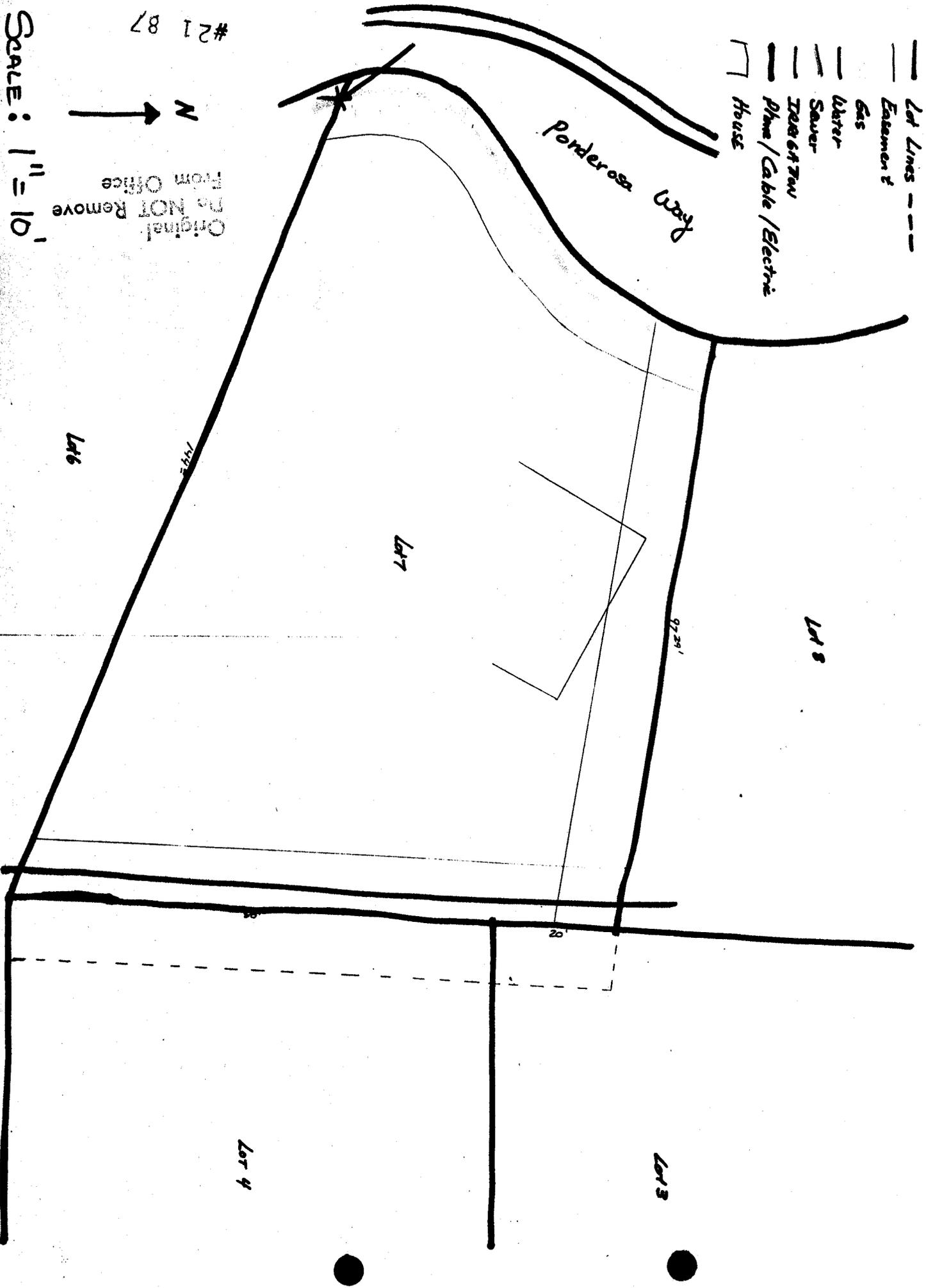
- Lot Lines - - - -
- Easement ?
- Gas
- Water
- Sewer
- TRASH TRAIL
- Phone / Cable / Electric
- House

#21 87

N

Original
Do NOT
Remove
From Office

Scale: 1" = 10'



DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by HARRU HOMES, INC., DISCOVERY 76, INC., DICK OLSEN and DORIS JEAN OLSEN, LEWIS DON HELM and MARY HELEN HELM, BURKE-HOLLING, INC., and JOHN O. THURSTON and MARGARET R. THURSTON, and WILBERT A. MILLER and GLADYS L. MILLER, 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:

Lots One (1) through Twenty-three (23) inclusive in Block Seven (7) and Lots Twelve (12) through Thirty-one (31) inclusive in Block Eight (8), Filing No. 4, Spring Valley Subdivision, together with all water of the Grand Valley Water Users Association

All of the foregoing property situate in the County of Mesa, State of Colorado.

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

Section 1. "Association" shall mean and refer to Spring Valley Homeowners Association, 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 sellers, but excluding those having such interest merely as security for the performance of an obligation.

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

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Declarant" shall mean and refer to Discovery 76, Inc., Barru Homes, Inc., Dick Olsen and Doris Jean Olsen, Lewis Don Helm and Mary Helen Helm, Burke-Holling, Inc., John O. Thurston and Margaret R. Thurston, and Wilbert A. Miller and Gladys L. Miller, their successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "Association Water" shall mean and refer to all water of the Grand Valley Water Users Association appurtenant to the Properties and any other water or water rights, ditch or ditch rights acquired by the Association.

Section 7. "Common Area" shall mean and refer to all real property which may in the future be owned by the Association for the common use and enjoyment of the owners.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two 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 members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

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

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On July 1, 1981.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

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 therefor, 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. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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 residents in the Properties and of the homes situated upon the Properties, including, but not limited to, maintenance of the common area and management of Association water.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be sixty dollars (\$60.00) per Lot.

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

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

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or affecting Association Water, including, but not by way of limitation, any construction, reconstruction, repair, replacement or maintenance of any irrigation system which may be acquired by the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting shall 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 6. 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 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the recording of these covenants. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Association Water or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become 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.

ARTICLE IV

RESTRICTION AND ARCHITECTURAL CONTROL

Section 1. The property in said blocks shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one single-family dwelling, and a private garage of size not larger than required to house three (3) automobiles. Residential building lot shall mean a building site for one residential building, whether composed of one specifically numbered Lot on the above identified plat or a combination of contiguous parts of such Lots in a single ownership upon which a single-family residence is built or is to be built.

Section 2. New construction only shall be permitted within the subdivision and no structures for occupancy as residences shall be moved upon lots within the subdivision.

Section 3. No building, fence or other structure shall be erected, placed or altered on any residential building lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. To seek approval, plans and specifications must be submitted in writing or drawn form to one designated as the chairman of the committee at the chairman's residence or other address in Mesa County, Colorado, specified in the records of the Architectural Committee.

Section 4. (1) The initial Architectural Committee is composed of Paul S. Barru, 2780 Cheyenne Drive, Grand Junction, Colorado 81501, the chairman; Steve Heald, 609 Redwood Court, Grand Junction, Colorado 81501; and Robert McFarland, 1987 South Broadway, Grand Junction, Colorado 81501. (2) A majority of the committee may designate a representative to act for it. (3) Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

The committee shall have the power to adopt by-laws and other applicable rules and regulations reasonably required to accomplish its purposes, including by-laws relative to the conduct of elections hereunder.

Section 5. Subject to the initial board terms hereafter provided, the term of membership on the Architectural Committee shall be three (3) years and so long thereafter until a successor has been elected and qualified. The first three members of the committee shall have three, two and one year terms respectively so that only one position will become vacant each year. On January 10 each year an election shall be held by the Lot owners to fill the vacancy of the expiring term. Votes shall be cast with each residential building lot entitled to one vote; a simple majority required to elect. Vacancies on the board shall be filled by appointment for the remainder of the unexpired term; such appointment to be made by the surviving board member(s).

Section 6. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee fails within thirty (30) days to approve or disapprove plans and specifications which have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 7. No fence, foliage, trees or hedge in the nature of a fence shall be planted, maintained, constructed or erected nearer than ten (10) feet to the front Lot line or nearer than ten (10) feet to the side street Lot line. Fences and hedges in the nature of a fence not closer to the front Lot line than the minimum set back line shall not be higher than six (6) feet. Such fences and hedges closer to the front than the minimum set back line but not closer to the front Lot line than ten (10) feet shall not be higher than three (3) feet. Any fences constructed on a Lot shall be of wood construction. No metal or masonry fences of any type shall be allowed.

Section 8. The erection of more than one residential building per residential building lot or the resubdivision of Lots into smaller units is prohibited. In this connection, however, the combination of more than one Lot or parts of contiguous Lots into one building site is not prohibited. For example, two Lots may be used for one building site. Similarly, three Lots may be used for a total of two building sites.

Section 9. No noxious or offensive trade or activity shall be carried on within any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No Lot may be called for commercial purposes except for home occupations. "Home occupations" as used herein shall be defined as the term is defined in the ordinances of the City of Grand Junction in effect on this date.

Section 10. No trailer, camper, basement, tent, shack, garage, barn or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 11. No animals, including, but not by way of limitation, horses, cows, pigs, goats, chickens, ducks and other domesticated animals, except household pets, shall be maintained temporarily or permanently on any of said lots.

Section 12. Vehicle parking in driveways and on the streets in front of houses shall be limited to temporary parking of guest or resident vehicles in current use and currently licensed. Storing automobiles, trucks, campers, boats, snowmobiles, motorcycles, motor bikes or any vehicle of any other description in the street, driveway, yards of residences, in front of the principal building set back lines is specifically prohibited. Such vehicles may be stored behind such set back lines within the boundaries of such Lot, provided such stored vehicles are fenced or screened to the satisfaction of the Architectural Committee. No such fence or screen shall be erected without the prior approval of the Architectural Committee. Vehicular maintenance or repair which renders the vehicle inoperable for more than twenty-four hours is prohibited on street, driveway or front yards of residences. This provision shall not permit

the commercial repair of any type of vehicle, such activity being expressly prohibited.

Section 13. Where not otherwise restricted herein, the R1-B category of the City of Grand Junction, Colorado zoning ordinance in effect on this date shall constitute additional limitations on use of Lots and residential sizes as if set forth in full herein.

Section 14. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than six (6) square feet advertising such Lot for sale, resale or lease. During the construction and initial sale of said Lots, four signs containing an aggregate of not more than 32 square feet advertising the property for sale may be used by builders or their sales agents to advertise the property.

ARTICLE V

GRAND VALLEY WATER

Section 1. Declaration of Trust. Declarants, on their behalf as owners of the property above, hereby declare that the Grand Valley Water appurtenant to the property described above is and shall be held in trust by Declarants and the Association, as co-trustees, and that each Owner, by accepting a deed to one or more parcel of the real property described above (or by receiving a title thereto in any other manner), shall be deemed to have ratified this Declaration of Trust and proclaimed such Owner's own Declaration of Trust regarding such parcel or parcels of property and with regard to such parcel or parcels of property, such Owner and Association shall be co-trustees.

Section 2. Administration of Trust. All of the trust described in Section 1, immediately above, shall be administered as follows:

(a) Title to Grand Valley Water on the records of the Grand Valley Water Users Association shall be held in the name of the Association.

(b) Grand Valley Water, if used, shall be used for the benefit of Declarants and Owners of the property described above and of any other property hereafter annexed. Any such use may or may not be upon

#21 87

any particular property described above hereto or on any other property hereinafter annexed.

(c) All management and administrative functions with regard to Grand Valley Water shall be performed by Association, including, without limitation, receiving all notices of assessment and payment of same.

(d) Association shall have the sole power and right to distribute the Grand Valley water, which is the subject of the trusts hereunder, to and within the properties, subject, however, to the rules and regulations of the Grand Valley Water Users Association.

(e) Association shall have the sole right and power to sell, relinquish, loan, rent, lease or in any way contract with respect to Grand Valley Water which is the subject of the trusts hereunder; subject, however, to rules and regulations of the Grand Valley Water Users Association. No such transfer shall be effective unless approval in writing by two-thirds (2/3) of each class of members agreeing to such transfer and the recordation with the Mesa County Clerk and Recorder of such transfer.

(f) Declarants or Owners, as the case may be, shall execute any deed, stock power, bill of sale or other instrument required by Association relative to Association's rights set forth in subparagraph (e) immediately above.

(g) In the event an Owner should die and title should be transferred as a matter of law to the Association as surviving trustee, Association is hereby directed and Association shall execute such documents as are necessary to name the successor Owner to such deceased Owner of the parcel of real property in question as co-trustees with Association, subject to the terms hereof.

ARTICLE VI

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have

a right and easement of enjoyment in and to the Common Area and to the use of Association Water 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 or the Association Water to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities and use of Association Water to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE VII

GENERAL PROVISIONS

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

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any

other provisions which shall remain in full force and effect.

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

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

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will not require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Additional Land. Additional land within Section 1, Township 1 South, Range 1 West of the Ute Meridian in Mesa County may be annexed by Declarant without the consent of members within three years of the date of this instrument, provided that the FHA and VA determine that the annexation is in accord with the general plan heretofore approved by them.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, their hands and seals this 11th day of October, 1977.



DISCOVERY 76, INC.,
a Colorado corporation

By [Signature]
President

BARRO HOMES, INC.,
a Colorado corporation

By [Signature]
President

BURKE-HOLLING, INC.,
a Colorado corporation

By [Signature]
President

[Signature]
Margaret K. Thurston

STATE OF COLORADO, COUNTY OF MESA
RECORDED AT 470 P. OCT 20 1977
RECEPTION NO. 1144651

AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by BARRU HOMES, INC., DISCOVERY 76, INC., DICK OLSEN and DORIS JEAN OLSEN, LEWIS DON HELM and MARY HELEN HELM, BURKE-HOLLING, INC., JOHN O. THURSTON and MARGARET R. THURSTON, WILBERT A. MILLER and GLADYS L. MILLER, HAROLD A. DAWSON, also known as HAROLD DAWSON, and RUTH M. DAWSON, C. CHRIS CARNES, JOHN C. HEIDEMAN and GLENDA J. HEIDEMAN, hereinafter referred to as "Declarant."

WITNESSETH:

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

Lots one (1) through Twenty-three (23) inclusive in Block Seven (7) and Lots Twelve (12) through Thirty-one (31) inclusive in Block Eight (8), Filing No. 4, Spring Valley Subdivision, together with all water of the Grand Valley Water Users Associatic. appurtenant thereto.

All of the foregoing property situate in the County of Mesa, State of Colorado.

WHEREAS, on October 11, 1977 in Book 1122 at page 964 Declarants recorded a Declaration of Covenants, Conditions and Restrictions regarding the above-described property, which Covenants, in Article VII, Section 3 allowed for amendment of the Declaration by instrument signed by not less than 90% of the lot owners; and

WHEREAS, Declarant desires to amend the Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, Declarant hereby amends the Declaration of Covenants, Conditions and Restrictions and hereby declares that all of the properties described above shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions of the Declaration of Covenants, Conditions and Restrictions as amended herein. These Covenants are for the purpose of protecting the value and desirability of the above-described real property and they shall

run with the real property and be binding upon 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 IV, Section 7 is amended to read as follows:

"Section 7. No fence, foliage, trees or hedge in the nature of a fence shall be planted, maintained, constructed or erected nearer than ten (10) feet to the front Residential Building Lot line or nearer than ten (10) feet to the side street Residential Building Lot line. Fences and hedges in the nature of a fence not closer to the front Residential Building Lot line than the minimum set back line shall not be higher than six (6) feet. Such fences and hedges closer to the front than the minimum set back line but not closer to the front Residential Building Lot line than ten (10) feet shall not be higher than three (3) feet. Any fences constructed on a Residential Building Lot shall be of wood construction. No metal or masonry fences of any type shall be allowed."

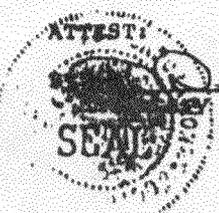
Article V is amended by the addition of a new Section 3 to read as follows:

"Section 3. Declarant, in recording this Declaration of Covenants, Conditions and Restrictions of Spring Valley, has designated all water of the Grand Valley Water Users Association appurtenant to the properties contained herein to be held in trust for the benefit of the owners of the properties.

The designated water is not designated hereby for the use of the general public but is designated for the mutual use and enjoyment of the owners of the properties as more fully provided in this Declaration of Covenants, Conditions and Restrictions."

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have set their hands and seals this ___ day of October, 1977.

DISCOVERY 76, INC.,
a Colorado corporation
BY James J. [Signature]
President



SEAL OF COLORADO



DEPARTMENT OF
STATE

CERTIFICATE

I, NATALIE MEYER, Secretary of State of the State of Colorado hereby certify that the prerequisites for the issuance of this certificate have been fulfilled in compliance with law and are found to conform to law.

Accordingly, the undersigned, by virtue of the authority vested in me by law, hereby issues A CERTIFICATE OF MERGER

TO SPRING VALLEY PROPERTY OWNERS ASSOCIATION, INC. (COLORADO NON-PROFIT CORPORATION) INTO SPRING VALLEY HOMEOWNERS ASSOCIATION (COLORADO NON-PROFIT CORPORATION) THE SURVIVOR.



Natalie Meyer

DATE: APR 11 1964

NOT FOR PROFIT.

REVISED UP
BOAA

ARTICLES OF MERGER

I. Plan of Merger. Spring Valley Property Owners Association, Inc., a Colorado non-profit corporation, proposes to merge into the Spring Valley Homeowners Association, a Colorado non-profit corporation. The Spring Valley Homeowners Association shall be designated as the surviving corporation.

The owners of lots in the Spring Valley Subdivision Filings Nos. 2, 3, 4, 5 and 6 will be merged into one homeowners association. As a condition of the proposed merger, all assets and liabilities of the Spring Valley Property Owners Association will be transferred to and assumed by the Spring Valley Homeowners Association. The Spring Valley Homeowners Association shall possess all of the rights, powers and privileges of the Spring Valley Property Owners Association and shall be responsible for the enforcement of the Declaration of Covenants, Conditions and Restrictions for Spring Valley recorded in Book 1042, Pages 110 - 149 of the records of the Mesa County Clerk and Recorder, as amended.

The following changes in the Articles of Incorporation of the Spring Valley Homeowners Association shall be affected by the merger:

Article II shall be amended to read as follows:

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 2635 Beech Court, Grand Junction, Colorado, 81501.

Article III shall be amended to read as follows:

ARTICLE III

REGISTERED AGENT

Norman Hack, whose address is 2635 Beech Court, Grand Junction, Colorado, 81501, is hereby appointed the registered agent of this Association.

Article IV shall be amended to read as follows:

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common area within that certain tract of property described as:

Spring Valley Subdivision Filings Nos. 2, 3, 4, 5 and 6, together with all water of the Grand Valley Water Users Association appurtenant thereto;

All of the foregoing property situate in the County of Mesa, State of Colorado.

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of Clerk and Recorder, Mesa County, Colorado, and as the same may be amended from time to time as therein provided, said Declaration being incorporated as if set forth at length;

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

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

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

(e) dedicate, sell or transfer all or any part of the Common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective

unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

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

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

Article VI shall be amended to read as follows:

ARTICLE VI

VOTING RIGHTS

The Association shall have one class of voting membership. The class shall be comprised of all owners who 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 members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

II. Adoption of Plan by Spring Valley Property Owners

Association. The above Plan of Merger was adopted at a meeting of the Spring Valley Property Owners Association held on April 3, 1984. A quorum was present at the meeting. The Plan received a unanimous vote in favor of its adoption.

III. Adoption of Plan by Spring Valley Homeowners

Association. The above Plan of Merger was adopted at a meeting of the Spring Valley Homeowners Association held on February 13, 1979. A quorum was present at the meeting. The plan received a unanimous vote in favor of its adoption.

SPRING VALLEY PROPERTY OWNERS ASSOCIATION

SPRING VALLEY HOMEOWNERS ASSOCIATION

By

James A. Fox
James A. Fox, Vice President

By

Al Hottovy
Al Hottovy, President

By

Lewis Goodhart
Lewis Goodhart, Assistant Secretary

By

Norman Hack
Norman Hack, Secretary

#21 87

STATE OF COLORADO)
COUNTY OF MESA)

Subscribed and sworn to before me this 23rd day
of April, 1984, by James A. Fox as Vice President
and by Lewis Goodhart as Assistant Secretary of Spring
Valley Property Owners Association, Inc., and by Al Hottovy
as President and Norman Hack as Secretary of Spring Valley
Homeowners Association.

Witness my hand and official seal.

My commission expires February 9, 1985.
My address is 2141 Hawthorne, Grand Junction, Colorado.
81501.

Kelly R. ...
Notary Public



AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
SPRING VALLEY PROPERTY OWNERS

THIS DECLARATION made this 13th day of November, 1985,
by the SPRING VALLEY HOMEOWNERS ASSOCIATION, a Colorado non-
profit corporation.

W I T N E S S E T H:

WHEREAS, the owners of property in Spring Valley Filings
No. 2 and No. 3 (more particularly described in the attached
Exhibits "A" and "B") are former members of the SPRING VALLEY
PROPERTY OWNERS ASSOCIATION (hereinafter the "PROPERTY OWNERS
ASSOCIATION") and are subject to the Declaration of Covenants
recorded on July 28, 1975 in Book 1042 at Page 105, et. seq.,
as amended by a Declaration recorded on April 12, 1976 in Book
1064 at Page 605, et. seq., all in the records of the Mesa
County Clerk and Recorder; and

WHEREAS, the owners of property in Spring Valley Filings
No. 4, No. 5 and No. 6 (more particularly described in the
attached Exhibits "C", "D" and "E") are members of the SPRING
VALLEY HOMEOWNERS ASSOCIATION (hereinafter the "HOMEOWNERS
ASSOCIATION") and are subject to different covenants which
were recorded on October 11, 1977 in Book 1122 at Page 964,
et. seq., as amended by Covenants recorded on October 20, 1977
in Book 1124 at Page 107, et. seq., all in the records of the
Mesa County Clerk and Recorder; and

WHEREAS, the members of both Associations believe that it
is advantageous, desirable and for the benefit of all property
owners to have the entire Spring Valley Development governed by
one homeowners' association and governed by one uniform set of
covenants, conditions and restrictions; and

WHEREAS, on February 27, 1984, a four-fifths majority of
the Board of Directors of the PROPERTY OWNERS ASSOCIATION gave

written consent to the merger of the PROPERTY OWNERS ASSOCIATION into the HOMEOWNERS ASSOCIATION and the same majority approved the repeal of the PROPERTY OWNERS ASSOCIATION covenants and the adoption of the HOMEOWNERS ASSOCIATION covenants; and

WHEREAS, on April 3, 1984, at a duly convened meeting of the members of the PROPERTY OWNERS ASSOCIATION, eighty-nine percent (89%) of the PROPERTY OWNERS ASSOCIATION membership voted to merge the PROPERTY OWNERS ASSOCIATION into the HOMEOWNERS ASSOCIATION, to repeal the covenants binding upon the PROPERTY OWNERS ASSOCIATION members and to adopt the covenants binding upon the HOMEOWNERS ASSOCIATION members; and

WHEREAS, by Certificate of Merger issued by the Secretary of State of the State of Colorado dated April 26, 1984, the SPRING VALLEY PROPERTY OWNERS ASSOCIATION, INC., was merged into the SPRING VALLEY HOMEOWNERS ASSOCIATION, INC.

NOW, THEREFORE, the Declarations of Covenants, Conditions and Restrictions of the PROPERTY OWNERS ASSOCIATION are hereby amended, repealed and revised as follows:

1. The Declaration of Covenants, Conditions and Restrictions recorded on July 28, 1975 in Book 1042 at Page 105, et. seq., as amended by a Declaration recorded on April 12, 1976, in Book 1064 at Page 605, et. seq., all in the records of the Mesa County Clerk and Recorder, are hereby repealed in its entirety except as stated below.

2. Section 6.04 of the PROPERTY OWNERS ASSOCIATION Covenants (recorded in Book 1042 at Page 143 and 144) shall remain in full force and effect upon the property and members in Spring Valley Filings No. 2 and No. 3. Said Section is set out below in its entirety:

SECTION 6.04 ENFORCEMENT OF ASSESSMENTS

Each assessment levied hereunder shall be a separate, distinct and personal debt and obligation of the OWNER or OWNERS against whom the same is assessed. In the event of a default in payment of any such assessment and in addition to any other remedies herein or by law provided, the ASSOCIATION may enforce each such obligation by either or both of the following procedures:

A. ENFORCEMENT BY SUIT. The BOARD on behalf of the ASSOCIATION may bring a suit to enforce each such assessment obligation. Any judgment rendered in any such action shall include a sum for costs of suit, including reasonable attorneys' fees in such amount as the Court may adjudge against the defaulting OWNER.

B. ENFORCEMENT BY LIEN. At any time within ninety (90) days after the occurrence of any such default, the BOARD may make a demand for payment to the defaulting OWNER. Said demand shall state the date and amount of the delinquency. If such delinquency is not paid within ten (10) days after delivery of such notice, the BOARD may elect to file a claim of lien against the LOT of such delinquent OWNER. Such claim of lien shall state:

- (1) The name of the delinquent OWNER;
- (2) The legal description and street address of the LOT against which claim of lien is made;
- (3) The amount claimed to be due and owing (with any proper offset allowed);
- (4) That the claim of lien is made by the ASSOCIATION pursuant to the terms of the SPRING VALLEY RESTRICTIONS; and
- (5) That a lien is claimed against the LOT in an amount equal to the amount of the stated delinquency. Upon recordation of a duly executed original or copy of such claim of lien by the Clerk and Recorder of Mesa County, the lien claimed therein shall immediately attach and become effective subject only to the limitations hereinafter set forth. Each default shall constitute a separate basis for a claim of lien or a lien, but any number of defaults may be included within a single claim of lien. Any such lien may be foreclosed by Court action in the manner provided by law for the foreclosure of a lien on real property pursuant to Article 39, Title 38, Colorado Revised Statutes, 1973. Costs of suit, including reasonable attorneys' fees, shall be allowed the ASSOCIATION to the extent permitted by law.

C. ASSESSMENT CERTIFICATE. A certificate executed under penalty of perjury by any two members of the BOARD and acknowledged by one of them shall be conclusive upon the ASSOCIATION and the OWNERS in favor of any and all persons who rely thereon in good faith as to the matters therein contained, and any OWNER shall be entitled to such a certificate setting forth the amount of any due and unpaid assessments with respect to his LOT (or the fact that all assessments due are paid, if such is the case) within ten (10) days after demand therefor and upon payment of a reasonable fee not to exceed Twenty-Five Dollars.

D. AMENDMENTS. No amendment of this Section 6.04 shall be effective without the unanimous consent of all of the OWNERS and their respective MORTGAGEES or BENEFICIARIES.

3. The Declarations of Covenants, Conditions and Restrictions which are binding upon the property and owners of Spring Valley Filings No. 4, No. 5 and No. 6 are hereby adopted in its entirety and shall be binding upon the property and owners in Spring Valley Filings No. 2 and No. 3. Said covenants were recorded on October 11, 1977 in Book 1122 at Page 964, et. seq., as amended by covenants recorded on October 20, 1977, in Book 1124 at Page 107, et. seq., all in the records of the Mesa County Clerk and Recorder. Said Covenants, Conditions and Restrictions shall run with the real property and shall be binding upon all parties having any right, title or interest in the described property as well as their heirs, successors and assigns and shall inure to the benefit of each owner of property in Spring Valley Filings Nos. 2, 3, 4, 5 and 6.

IN WITNESS WHEREOF, the undersigned, being the successor to the SPRING VALLEY PROPERTY OWNERS ASSOCIATION and the Declarant herein, has set its hand and seal this 13th day of November, 1985.



SPRING VALLEY HOMEOWNERS ASSOCIATION

By: [Signature]
President

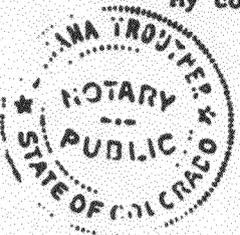
ATTEST:

[Signature]
Secretary

STATE OF COLORADO)
COUNTY OF M E S A) ss:

Subscribed and sworn to before me this 23rd day of November, 1985, by Donald R. Beavis as President of Spring Valley Homeowners Association, and by Norman Hack as Secretary of Spring Valley Homeowners Association.

My commission expires: My Commission Expires June 18, 1988



Lawana Ventresca
Notary Public

CERTIFICATION

I, Norman Hack, the Secretary of the Spring Valley Homeowners Association, Inc., the successor of the Spring Valley Property Owners Association, Inc., do hereby certify that on February 27, 1984, a four-fifths majority of the Board of Directors of the Property Owners Association voted to approve the above fully set forth Amendment and on April 3, 1984, at a duly convened meeting of the members of the Property Owners Association, eighty-nine percent of the Property Owners Association membership voted to approve the above fully set forth Amendment.



Norman Hack
Secretary, Spring Valley Homeowners Association

STATE OF COLORADO)
COUNTY OF M E S A) ss:

Subscribed and sworn to before me this 13th day of November, 1985, by Norman Hack, as Secretary of Spring Valley Homeowners Association.

My commission expires: My Commission Expires June 18, 1988



Lawana Ventresca
Notary Public

EXHIBIT "A"

Lots 1-20, Block 1;
 Lots 1-4, Block 2;
 Lots 1-12, Block 3; and
 Lots 1-12, Block 4.

SPRING VALLEY SUBDIVISION FILING NO. 2.

EXHIBIT "B"

Lots 1-11, Block 8;
 Lots 20-28, Block 4; and
 Lots 13-20, Block 3, Lots 38-33, Block 3.

SPRING VALLEY SUBDIVISION FILING NO. 3.

EXHIBIT "C"

Lots 1-23, Block 7;
 Lots 12-31, Block 8.

SPRING VALLEY SUBDIVISION FILING NO. 4.

EXHIBIT "D"

Lots 13-19, Block 4;
 Lots 1-15, Block 6;
 Lots 1-19, Block 11;
 Lots 1-27, Block 5;
 Lots 1-19, Block 10;
 Lots 1-8, Block 9;
 Lots 1-3, Block 12.

SPRING VALLEY SUBDIVISION FILING NO. 5.

EXHIBIT "E"

Lots 24-42, Block 7;
 Lots 9-36, Block 9;
 Lots 4-16, Block 12;
 Lots 1-26, Block 13;
 Lots 1-13, Block 14;
 Lots 1-46, Block 15;
 Lots 1-11, Block 16;
 Lots 1-13, Block 17;
 Lots 1-19, Block 18;
 Lots 1-8, Block 19, but specifically excluding
 Lot 9, Block 19.

PHEASANT RUN, SPRING VALLEY SUBDIVISION FILING NO. 6.

ANNEXATION TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS ANNEXATION made on the date hereinafter set forth by BARRU HOMES, INC., DISCOVERY 76, INC., DICK OLSEN AND DORIS JEAN OLSEN, LEWIS DONALD HELM AND MARY HELM, and BURKE-HOLLING, INC. and JOHN O. THURSTON and MARGARET R. THURSTON, and WILBERT A. MILLER and GLADYS L. MILLER, and HAROLD A. DAWSON and RUTH M. DAWSON, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions dated October 11, 1977, and recorded with the Clerk and Recorder of Mesa County, Colorado, on October 11, 1977 in Book 1122 at Page 964, as amended by Amended Declaration of Covenants, Conditions and Restrictions dated October 20, 1977, in Book 1124 at Page 107 (hereinafter referred to as the "Declaration"), and,

WHEREAS, Article VII. Section 6, of the Declaration provides as follows:

Additional land within Section 1, Township 1 South, Range 1 West of the Ute Meridian in Mesa County may be annexed by Declarant without the consent of members within three years of the date of such instrument, provided that the FHA and VA determine that the annexation is in accord with the general plan heretofore approved by them; and,

WHEREAS, Declarant is the owner of certain property within Section 1, Township 1 South, Range 1 West of the Ute Meridian in Mesa County, Colorado, (hereinafter referred to as Annexed Property), which is more particularly described as:

Pheasant Run, Spring Valley, Filing #6, Block 7 Lots 24 to 42, Block 9 Lots 9 to 36, Block 12 Lots 4 to 16, Block 13 Lots 1 to 26, Block 14 Lots 1 to 13, Block 15 Lots 1 to 46, Block 16 Lots 1 to 11, Block 17 Lots 1 to 13, Block 18 Lots 1 to 19, Block 19 Lots 1 to 8 inclusive; but specifically excluding Lot 9, Block 19.

WHEREAS, Declarant desires to annex the property described above, and bring it under the terms of the Declaration; and,

WHEREAS, the Federal Administration and Veterans Administration have determined that such annexation is in accord with the general plan for Spring Valley Homeowners Association heretofore approved by them, as shown by Exhibits A and B.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above as Annexed Property shall be annexed to, brought under the terms of, and shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions of the Declaration, except that as it relates to the Annexed Property,

Article VII, Section 5, of the Declaration, shall be amended as follows:

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

These easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of, and shall run with, the aboved-described real property and shall be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and of the property described in the Declaration .

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have set their hands and seals this 28th day of June, 1979.

APR 7 1978

BOOK 1143 PAGE 829 829-33

AGREEMENT

THIS AGREEMENT is made this 6th day of March, 1978. *SEA 2/16 April*

RECITALS

WHEREAS, Spring Valley Homeowner's Association (hereinafter "Homeowner's Association") is a non-profit corporation whose members are property owners in Filings 4 and 5 of Spring Valley Subdivision; and

WHEREAS, Spring Valley Property Owner's Association (hereinafter "Property Owner's Association") is a non-profit corporation whose members are property owners in Filings 2 and 3 of Spring Valley Subdivision; and

WHEREAS, the Homeowner's Association has taken steps to create an irrigation system (hereinafter "Irrigation System") and has incurred costs and expenses in the creation of the irrigation system; and

WHEREAS, the members of the Property Owner's Association wish to avail themselves of the benefits to be obtained by tapping into the irrigation system and have authorized the Property Owner's Association to contract with the Homeowner's Association in their behalf.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Homeowner's Association will install irrigation lines within the dedicated easements of Filings 2 and 3 of Spring Valley, using materials of good quality and sufficient size. Such installation shall be done in a good and workmanlike fashion and when installed shall provide for proper drainage. Such installation shall be done at the sole cost and expense of the Homeowner's Association and installation shall be completed

by June 1, 1978, unless adverse weather or other extenuating circumstances beyond the control of the Homeowner's Association make completion by said date unfeasible, in which event the Homeowner's Association shall not be obligated to complete installation until weather or circumstances permit. Installation shall be substantially as shown on the plans and specifications attached hereto as Exhibit A.

2. The Property Owner's Association shall purchase from the Homeowner's Association a minimum of 78 taps onto the irrigation system. All such taps must be for homeowners in Filings 2 or 3 of Spring Valley Subdivision. For each such tap purchased, the Property Owner's Association will pay to the Homeowner's Association one of the following amounts per tap:

A. \$779.00 per tap, consisting of a tap fee of \$750.00 and \$29.00 for operating expenses for 1978, payable in installments as follows:

- i. \$250.00 within 5 days of the signing of this Agreement.
- ii. \$250.00 within 30 days of the signing of this Agreement.
- iii. \$279.00 upon completion of the installation.

OR:

B. \$879.00 per tap, consisting of a tap fee of \$850.00 and \$29.00 for operating expenses for 1978, payable in installments as follows:

- i. \$279.00 within 5 days of the signing of this Agreement.
- ii. \$300.00 on or before September 1, 1978.
- iii. \$300.00 on or before March 1, 1979.

3. It is agreed between the parties that the water appurtenant to Filings 2 and 3 of Spring Valley Subdivision, together with water appurtenant to Filings 4 and 5 of Spring Valley Subdivision, as well as subsequent filings in Spring Valley, shall be made available by all parties through the irrigation system to all persons purchasing taps in said irrigation system from the Association of which they are a

member in accordance with a usage schedule pursuant to paragraph 5 herein.

4. At the end of every calendar year, the Homeowner's Association shall determine the costs of maintaining and operating the irrigation system for the preceding year, including a reasonable estimate of the costs of replacement of the system as it is depreciated, and including in such estimate a reserve for future costs and contingencies, and based upon such determination shall estimate the costs for the ensuing year. Such estimate of total costs for the system shall be divided by the number of taps onto the irrigation system and the result shall be the annual assessment for the ensuing year, or the "cost per tap." In making this computation, the taps onto the irrigation system in all filings of Spring Valley Subdivision shall be considered. It shall be the responsibility of Spring Valley Property Owner's Association to collect the amount of this cost per tap from each owner of a tap in the Property Owner's Association. The Property Owner's Association shall transmit on or before March 1 of each year an amount equal to the number of taps in Filings 2 and 3 multiplied by the cost per tap.

5. It shall be the obligation of the Homeowner's Association to maintain the irrigation system in all filings of Spring Valley Subdivision, but the costs of maintaining and operating the irrigation system shall be considered in the cost per tap as computed under the provisions of the preceding paragraph. The Homeowner's Association shall make water available on a prorated basis throughout the irrigation system. Water shall be made available to each tap for a period of not less than 12 consecutive hours in any consecutive 48-hour period during the time that water is available from the High Line Canal System for the land included in the Spring Valley Subdivision.

6. All disputes and controversies of every kind and

nature between the parties hereto arising out of or in connection with this Agreement as to the existence, construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination thereof shall be submitted to arbitration pursuant to the following procedure:

A. Either party may demand such arbitration in writing within 30 days after the controversy arises, which demand shall include the name of the arbitrators appointed by the party demanding arbitration, together with a statement of the matter in controversy.

B. Within 15 days after such demand, the other party shall name his arbitrator and the two arbitrators so selected shall name a third arbitrator within 15 days.

C. An award rendered by a majority of the arbitrators appointed pursuant to this Agreement shall be final and binding on all parties to the proceeding during the period of this Agreement, and judgment on such award may be entered by either party in any court, state or federal, having jurisdiction.

The parties stipulate that the provisions hereof shall be a complete defense to any suit, action or proceeding instituted in any federal, state or local court or before any administrative tribunal with respect to any controversy or dispute arising during the period of this Agreement and which is arbitrable as herein set forth. The arbitration provisions hereof shall, with respect to such controversy or dispute, survive the termination or expiration of this Agreement. Each party shall bear his own arbitration costs and expenses.

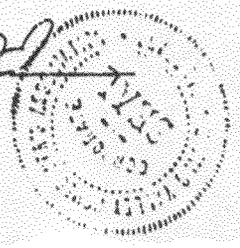
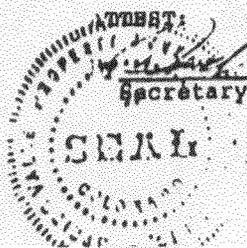
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SPRING VALLEY PROPERTY OWNERS ASSOCIATION
By [Signature]
President

SPRING VALLEY HOMEOWNER'S ASSOCIATION
By [Signature]
President

ATTEST:
By [Signature]
Secretary

ATTEST:
By [Signature]
Secretary

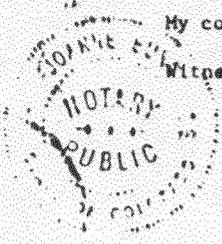


STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 6th day of April, 1978 by PAUL S. BARRU, President, and STEVE HEALD, Secretary of SPRING VALLEY HOMEOWNER'S ASSOCIATION.

My commission expires: 12-6-80.

Witness my hand and official seal.



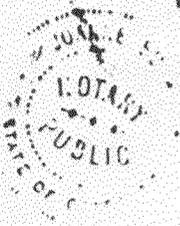
Joanne Dumb
NOTARY PUBLIC

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 6th day of April, 1978 by RAMOND L. PENICK, President, and DAVID L. HUMPHRIES, Secretary, of SPRING VALLEY PROPERTY OWNERS ASSOCIATION.

My commission expires: 12-6-80.

Witness my hand and official seal.



Joanne Dumb
NOTARY PUBLIC

REVIEW SHEET SUMMARY

FILE NO. 21-87 TITLE HEADING Easement Vacation DUE DATE 4-15-87

ACTIVITY - PETITIONER - LOCATION - PHASE - ACRES Easement Vacation - 3520 Ponderosa

Way - Chuck Rissell

PETITIONER ADDRESS 2151 Hawthorne

~~ENGINEER~~ Rep. Steve Heald

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
4-06-87	City Fire Dept.	This office has no objections to the Easement Vacation on the north side of this Lot (3520 Ponderosa Way, Lot 7, Block 16) Spring Valley.
4-09-87	Public Service Co.	Gas: No objections. Electric: No objections.
4-13-87	Mt. Bell	No objection.
4-14-87	City Engineer	I see no problems as long as Lot 3 lying east of Lot 7 does not utilize this easement.
4-17-87	City Planning	There seems to be no major problems with this proposed vacation. It appears, however, that the actual amount of the house which extends into the easement is more than shown on the site plan. In the future, the developer/builder/owner(s) should observe more <u>more</u> when planning new construction. There are no guarantees that easement or right of way vacations will be granted in those situations. If this request is denied, the structure will have to be demolished and relocated. It appears obvious that more house was planned for this site than there is actually space which to build it.

May 5, 1987

MOTION: (COMMISSIONER DUNIVENT) "MADAM CHAIRMAN, ON ITEM #21-87 EASEMENT VACATION FOR 3520 PONDEROSA WAY, I MOVE THAT WE FORWARD THIS TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL."
Passed 5-0.

Written

RESPONSE NECESSARY

by May 4, 1987

CC: *Chuck Rissell*
STEVE HEALD

*Mailed
Monday
April 20, 1987*

STEVE HEALD

Home 243-6645

Office 242-8063



April 22, 1987

RECEIVED GRAND JUNCTION
PLANNING DEPARTMENT

APR 23 1987

City Planning Department
250 N. 5th Street
Grand Junction, Colo. 81501

Re: Easement Vacation/Rissell (File #21-87)

I have the review comments, and this will serve as our written response.

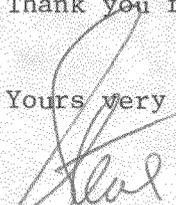
- 1) This easement was reserved for the utility companies and none of those companies are using the easement, and they do not object to the vacation.
- 2) Lot 3 to the east does not use this easement, and none of the utilities serving lot 3 are in this easement either.
- 3) According to the surveyor that set the corners, the house is 5.5 feet from the lot line on the north side, and therefore the house is only 4.5 feet into the easement. On site it may appear to encroach more, but it is just not the case.
- 4) The staff comments hint at the fact the house may be too large for the lot. The minimum side yard requirement for this zone is 5 feet on each side. This house has 5.5 on one side and almost 16 on the other, the house fits easily on the lot. More attention should have been paid to the easement, and not look simply at the minimum side yard requirement, orientation to the sun, etc.

Fortunately the easement has never been used, and this vacation corrects our oversight. Had we caught the problem earlier, the house could have been moved to the south out of the easement.

We request approval of our request, the process of easement vacation was set up to cover honest mistakes, such as this. Demolishing and removing a simple mistake does not appear to be a reasonable approach considering the easement is not in use, and never will be.

Thank you for your time.

Yours very truly,


Steve Heald

development summary



File # 21-87 Name Ponderosa Easement Date 5-11-87

PROJECT LOCATION: 3520 Ponderosa Way - Spring Valley

PROJECT DESCRIPTION: Request to vacate an unused utility easement along the north property line of Lot 7, a.k.a. 3520 Ponderosa Way.

REVIEW SUMMARY (Major Concerns)

POLICIES COMPLIANCE	YES		NO *		TECHNICAL REQUIREMENTS	SATISFIED		NOT SATISFIED *	
Complies with adopted policies	X				Streets/Rights Of Way	X			
Complies with adopted criteria	X				Water/Sewer	X			
Meets guidelines of Comprehensive Plan	-				Irrigation/Drainage	X			
					Landscaping/Screening	N/A			
					Other: _____				

* See explanation below

STATUS & RECOMMENDATIONS:

No utility agencies saw a potential need for the easement. Apparently, the easement was designed to provide for street light hookups which were never used. All street lights have been installed.

Planning Commission Action

Recommendation of approval.