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File FPP-1995-133

Date 9/14/99

P	S	A few items are denoted with an asterisk (*), which means they are to be scanned for permanent record on the ISYS retrieval system. In some instances, not all entries designated to be scanned, are present in the file. There are also documents specific to certain files, not found on the standard list. For this reason, a checklist has been included.	
	r	Remaining items, (not selected for scanning), will be marked present on the checklist. This index can serve as a quick guide for the contents of each file.	
	e	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.	
	n		
	d		
X	X	*Summary Sheet – Table of Contents	
X	X	Application form	
X	X	Receipts for fees paid for anything	
X	X	*Submittal checklist	
X	X	*General project report	
		Reduced copy of final plans or drawings	
		Reduction of assessor's map	
		Evidence of title, deeds	
		*Mailing list	
		Public notice cards	
		Record of certified mail	
X	X	Legal description	
		Appraisal of raw land	
		Reduction of any maps – final copy	
		*Final reports for drainage and soils (geotechnical reports)	
		Other bound or nonbound reports	
		Traffic studies	
		Individual review comments from agencies	
X	X	*Consolidated review comments list	
X	X	*Petitioner's response to comments	
X	X	*Staff Reports	
		*Planning Commission staff report and exhibits	
		*City Council staff report and exhibits	
		*Summary sheet of final conditions	
		*Letters and correspondence dated after the date of final approval (pertaining to change in conditions or expiration date)	
DOCUMENTS SPECIFIC TO THIS DEVELOPMENT FILE:			
X	X	Aerial Plan	X X Memo to John Shaver from Kathy Portner containing articles of incorporation-5/20/96
X	X	Turn Lane Pavement Markings Plan	X X Fence Permit - **
X		Typical Pavement Markings	X X Letter from Katherine Portner to Oliver Frascaona – 11/24/95
X	X	Entry Plan	X X Letter from Jody Kliska to Oliver Frascaona – 10/18/95
X	X	Entry Elevation	X Posting of Public Notice Signs
X	X	Recorded Memorandum & Exhibit A – 6/13/96	X X Letter from Kenneth Schmohe to Kathy Portner – 8/22/95
X	X	Letter from Ken Schmohe to Kathy Portner – 8/14/96	X X Sewerage Easement and Service Agreement
X	X	Final Drainage Report	X Treasurer's Certificate of Taxes Due – 8/1/95
X	X	Letter from Katherine Portner to Olliver Frascaona – 12/9/97	X X Development Improvements Agreement – Unsigned by Staff
X	X	Letter from Jody Kliska to Oliver Frascaona – 6/10/96	X X Letter from Department of Transportation, Rose Burditt to Kenneth Schmohe – 7/28/95
X	X	Letter from Katherine Portner to Oliver Frascaona – 5/20/96	X Warranty Deed – 6/24/94
X	X	Willow Ridge Gate House Details	X X Composite Plan
X	X	Letter from Kenneth Schmohe to Kathy Portner - 5/1/96	X X Map of Willow Ridge Subdivision
X		Certification of Subdivision Plat – 6/11/96	X X Memorandum of Improvements Agreement & Guarantee
X	X	Letter from Olive Frascaona to Jody Kliska – 6/10/96	X Utility Composite Plan & Waterline Extension Plan
X		Willow Ridge Subdivision Plans & Profiles – 2/14/96	X Grading & Stormwater Management Plan
X	X	Development Improvements Agreement - **	X Street, Water Sewer Plan & Profile
X	X	Letter from Dale Cole to Oliver Frascaona – 6/6/96	X Outfall Sewer Plan & Profile

720

fax 2945-164-00-232 MA

4.65 x

SUBMITTAL CHECKLIST

MAJOR SUBDIVISION: FINAL Plan/Plot

Location: Hwy 340

Project Name: Willow Ridge

ITEMS		DISTRIBUTION FPP-95-133																				TOTAL REQ'D.								
DESCRIPTION	SSID REFERENCE	City Community Development	City Dev. Eng.	City Utility Eng.	City Property Agent	City Parks/Recreation	City Fire Department	City Attorney	City G.J.P.C. (8 sets)	City Downtown Dev. Auth.	City Police	County Planning	County Bldg. Dept.	County Surveyor	Walker Field	School Dist. #51	Irrigation District	Drainage District	Water District	Sewer District	U.S. West		Public Service	GVRP	CDOT	Corps of Engineers	Colorado Geologic Survey	U.S. Postal Service	Persigo WWTF	
● Application Fee	VII-1	1																												
● Submittal Checklist*	VII-3	1																												
● Review Agency Cover Sheet*	VII-3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● Application Form*	VII-1	1	1	1	1	1	1	1	8	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● 11"x17" Reduction of Assessor's Map	VII-1	1	1	1	1	1	1	1	8	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● Evidence of Title	VII-2	1			1			1																						
○ Appraisal of Raw Land	VII-1	1			1	1																								
● Names and Addresses	VII-2	1																												
● Legal Description	VII-2	1			1																									
○ Deeds	VII-1	1			1			1																						
○ Easements	VII-2	1	1	1	1			1													1	1	1							
○ Avigation Easement	VII-1	1			1			1						1																
○ ROW	VII-3	1	1	1	1			1													1	1	1							
● Covenants, Conditions, & Restrictions	VII-1	1	1					1																						
○ Common Space Agreements	VII-1	1	1					1																						
● County Treasurer's Tax Cert.	VII-1	1																												
● Improvements Agreement/Guarantee*	VII-2	1	1	1				1																						
● CDOT Access Permit	VII-3	1	1																											
○ 404 Permit	VII-3	1	1																											
○ Floodplain Permit*	VII-4	1	1																											
● General Project Report	X-7	1	1	1	1	1	1	1	8	1	1	1	1	1	1	1	1	1	1	1	1	1	2	1	1	1	1	1	1	
● Composite Plan	IX-10	1	2	1	1																									
● 11"x17" Reduction Composite Plan	IX-10	1				1	1	1	8	1	1	1	1																	
● Final Plat	IX-15	1	2	1	1			1						1																
● 11"x17" Reduction of Final Plat	IX-15	1							8	1	1	1		1	1	1	1	1	1	1	1	1								
● Cover Sheet	IX-11	1	2																											
● Grading & Stormwater Mgmt Plan	IX-17	1	2																1						1	1				
○ Storm Drainage Plan and Profile	IX-30	1	2																1		1	1	1							
● Water and Sewer Plan and Profile	IX-34	1	2	1			1													1	1	1	1						1	
● Roadway Plan and Profile	IX-28	1	2																1											
○ Road Cross-sections	IX-27	1	2																											
○ Detail Sheet	IX-12	1	2																											
○ Landscape Plan	IX-20	2	1	1					8																					
● Geotechnical Report	X-8	1	1									1																		
○ Phase I & II Environmental Report	X-10,11	1	1																											
● Final Drainage Report	X-5,6	1	2																	1										
○ Stormwater Management Plan	X-14	1	2																	1						1				
○ Sewer System Design Report	X-13	1	2	1																	1									
○ Water System Design Report	X-16	1	2	1																1										
○ Traffic Impact Study	X-15	1	2																								1			
○ Site Plan	IX-29	1	2	1	1		1		8																					

NOTES: 1) An asterisk in the item description column indicates that a form is supplied by the City.
 2) Required submittal items and distribution are indicated by filled in circles, some of which may be filled in during the pre-application conference. Additional items or copies may be subsequently requested in the review process.
 3) Each submitted item must be labeled, named, or otherwise identified as described above in the description column.

Willow Ridge Final Subdivision Submittal

Project Narrative

PROPERTY LOCATION

The parcel is located immediately north of Highway 340, and east of the Mayfield Drive on a bluff above the Redlands Power canal. This lot lies in the southeast quarter of the southeast quarter of Section 16, Township 1 South, Range 1 West, of the Ute Principal Meridian.

EXISTING SITUATION

The existing zoning is Mesa County zone PR-3.1. The parcel is 4.65 acres.

THE PROPOSED DEVELOPMENT

The owner proposes a community for 14 single family detached lots with access from (Broadway) Highway 340. The project includes open space, a surface drainage system and detention pond, streets, sidewalks, major utilities and other infrastructure requirements.

Willow Ridge will be a covenant controlled community. Its restrictive covenants will provide for an Architectural Control Committee and Architectural Control Guidelines. The architecture of Willow Ridge will have its own distinctive and harmonious identity to add to a sense of community.

The lots are designed as zero lot lines (lots 1-6 and lots 10-14) with a 10' side yard setback on the opposite side. This configuration increases the privacy, both visual and audible, and usable yard space for each homeowner. The defined side yard areas have been oriented toward the south and east, a desirable orientation for sun in the winter and shade in the summer. With the obvious side yard space available, the space can be addressed architecturally to provide usable outdoor living space. The privacy will also be addressed on the north side by limiting windows to glass block lights or clerestory lights, providing natural light without visual intrusion from the neighboring unit. Each unit will have a maintenance easement similar to other common ownership communities. The neighboring unit is not restricted by the lot line from accessing this space, nor is it feasible to restrict access for safety reasons.

Effects on Public Facilities - In general, the development of this site will incrementally increase the use of roads, fire protection, police protection, schools, sanitation facilities, and parks. In some cases, the expanded use is planned for and will increase the efficiency of existing facilities, such as sanitation (plant was designed for population of the 201 District), and fire protection (within the existing district service area). In other cases, the developer is paying for the proposed improvements such as the acceleration and deceleration lanes and dedication of open space. The remaining services, schools and police protection, are property tax funded.

The site is within 1-½ miles of Scenic Elementary School, 3 miles from Redlands Middle School, and within 2 miles of Grand Junction High School. With 15 lots being developed, any additional burden to the schools from this development will be minimal.

Fire protection in this area is served by the Grand Junction Fire Protection District. Initial response to this site would be served from Station #1, located at Pitkin and 6th.

Redlands Water & Power has expressed concern with the effect of drainage into the Redlands canal. The drainage study indicates the ability to control the developed flows created by this development and not adversely affect the canal. Additional concerns with trash, pumping, yard clippings have been addressed by holding lot lines back from the canal where access from a home site is practical. Safety concerns will be addressed with fencing.

Site Soils and Geology - See enclosed Geology Report.

IN SUMMARY ---

This proposal meets the intent of the policies established by The City of Grand Junction, the desires of the landowner, and the home buyer market which we believe this project addresses.

WILLOW RIDGE SUBDIVISION

Mesa County Survey Marker
NE Corner, SE1/4SE1/4,
Sec 16, T1S, R1V, U.M.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

Oliver E. Frascone is the owner of a parcel of land being that tract of land described as Book _____, Page _____, Mesa County Records, and the perimeter being more particularly described, as a result of survey, by the following:

Commencing at a Mesa County Survey Marker for the Southeast Corner of Section Sixteen, Township One South, Range One West of the Ute Meridian, Mesa County, Colorado, from whence a Mesa County Survey Marker for the Northeast Corner of the SE1/4, SE1/4 of said Section Sixteen bears N88°14'21"E 1346.68 Feet; thence N02°59'48"W 899.78 Feet to the North line of Colorado Highway No. 340 and the point of beginning; thence N57°00'00"W to the Southern right-of-way line of the Redlands Water and Power Canal 726.26 Feet to the East line of May's Subdivision; thence S89°25'30"W on said East line 622.11 Feet to said North line of Colorado Highway No. 340; thence N65°37'30"E 487.20 Feet; thence N69°13'00"E 184.30 Feet to the point of beginning.

That said owners have caused the said real property to be laid out and surveyed as WILLOW RIDGE SUBDIVISION, a subdivision of a part of the County of Mesa.

That said owner does hereby dedicate and set apart real property as shown and labeled on the accompanying plat as follows:

All streets and Rights-of-Way to the City of Grand Junction for the use of the public forever;

All Multi-Purpose Easements to the City of Grand Junction for the use of the public utilities as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances thereto including, but not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, water lines, telephone lines, and also for the installation and maintenance of traffic control facilities, street lighting, and grade structures;

All Irrigation Easements to the owners (Property/Homeowners Association) of the lots and tracts hereby platted as perpetual easements for the installation, operation, maintenance and repair of private irrigation systems;

All Drainage Easements to the owners (Property/Homeowners Association) of lots and tracts hereby platted as perpetual easements for the conveyance of runoff water which originates within the area hereby platted or from upstream areas, through natural or man-made facilities above or below ground.

All easements include the right of ingress and egress on, along, over, under, and through and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush, and in Drainage and Detention/Retention easements, the right to dredge; provided, however, that the beneficiaries of said easements shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of lots or tracts hereby platted shall not burden nor overburden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

IN WITNESS WHEREOF, said owners have caused their names to be hereunto subscribed this _____ day of _____ A.D., 19____.

Oliver E. Frascone

STATE OF COLORADO)
COUNTY OF MESA) SS

The foregoing instrument was acknowledged before me this _____ day of _____ A.D., 19____.

My commission expires: _____

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

CLERK AND RECORDER'S CERTIFICATE
STATE OF COLORADO)
COUNTY OF MESA) SS

I hereby certify that this instrument was filed in my office at _____ o'clock _____ M., this _____ day of _____ A.D., 19____, and is duly recorded as Reception Number _____ in Plat Book _____, Page _____ through _____ inclusive.

Clerk and Recorder _____ Deputy _____ Fees _____
Comments, Conditions and Restrictions recorded in Book _____, Page _____.

CITY OF GRAND JUNCTION CERTIFICATE OF APPROVAL
Approved this _____ day of _____ A.D. 1995.

Mayor _____

SURVEYOR'S CERTIFICATE

I, Richard A. Mason, do hereby certify that the accompanying plat of WILLOW RIDGE SUBDIVISION, a subdivision of a part of the City of Grand Junction, County of Mesa, has been prepared under my direct supervision and accurately represents a field survey of the same. Also said plat conforms to all applicable survey requirements of the Zoning and Development Code of the City of Grand Junction and all applicable state laws and regulations.

Richard A. Mason
Registered Professional Land Surveyor
P.L.S. No. 18469

Date _____



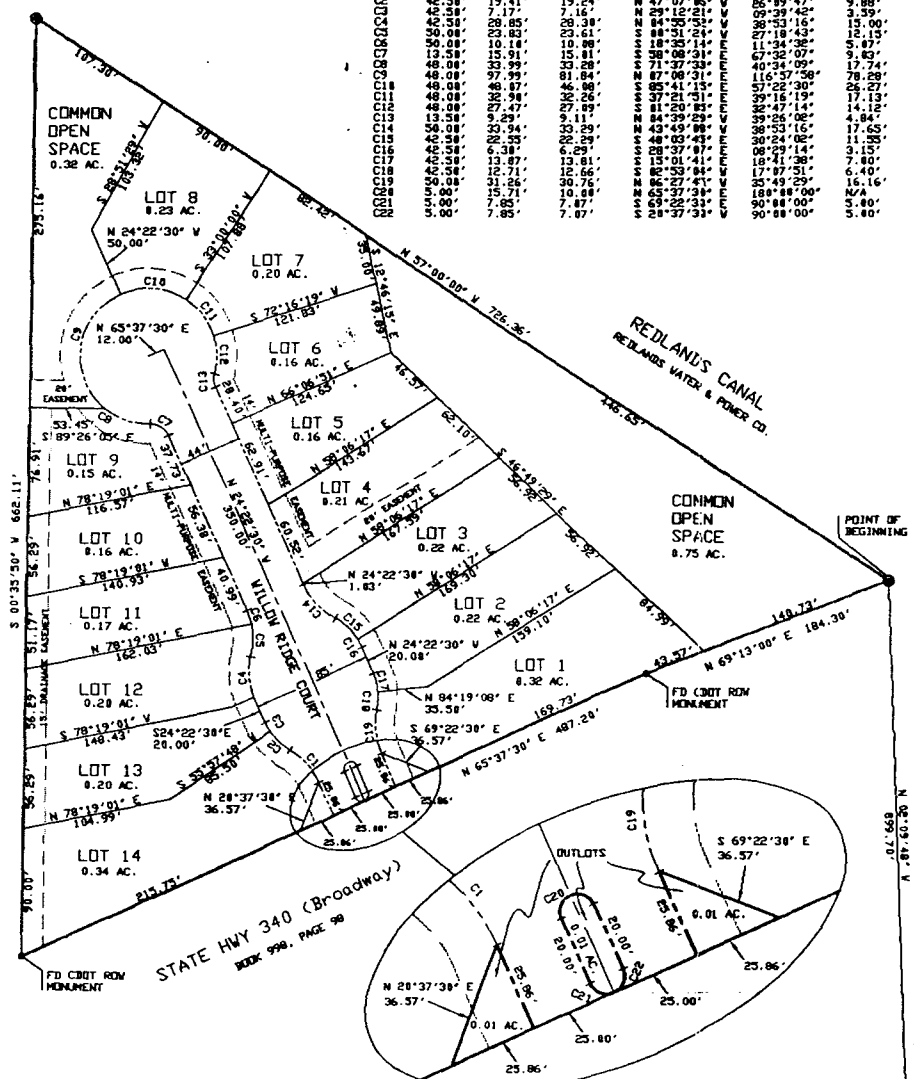
WILLOW RIDGE SUBDIVISION

LOCATED IN SE1/4 SE1/4 SECTION 16, T1S, R1V, UTE MERIDIAN, MESA COUNTY, COLORADO

ROLLAND ENGINEERING
445 Ridges Blvd
Grand Jct., CO 81503
(970) 243-8300

Revised	DATE	BY	Checked	DATE	BY	VR-PLAT.DWG	Sheet	1
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CURVES	RADIUS	LENGTH	CHORD	CHORD BEARING	DELTA ANGLE	TANGENT
C1	50.00'	31.26'	30.76'	S 42°17'13"	35°49'29"	16.16'
C2	42.50'	19.41'	19.24'	N 47°07'45"	85°49'47"	9.88'
C3	42.50'	7.17'	7.16'	N 23°12'21"	09°39'42"	3.39'
C4	42.50'	26.85'	26.38'	N 84°35'53"	36°53'16"	15.00'
C5	50.00'	23.83'	23.61'	N 88°51'24"	27°18'43"	15.13'
C6	50.00'	10.14'	10.08'	N 18°35'13"	11°34'32"	5.87'
C7	42.50'	15.91'	15.81'	N 59°08'37"	67°52'07"	9.80'
C8	48.00'	33.39'	33.28'	N 71°37'33"	40°34'09"	17.74'
C9	48.00'	97.99'	81.84'	N 87°06'31"	116°57'58"	78.28'
C10	48.00'	13.51'	13.41'	N 85°41'15"	57°22'30"	26.27'
C11	48.00'	36.94'	36.79'	N 37°21'31"	39°16'19"	17.13'
C12	48.00'	27.47'	27.39'	N 81°20'23"	32°47'14"	14.12'
C13	42.50'	6.29'	6.29'	N 45°11'11"	33°49'29"	3.15'
C14	56.00'	23.94'	23.94'	N 43°49'08"	38°53'16"	17.65'
C15	42.50'	22.33'	22.29'	N 48°03'43"	30°24'02"	11.25'
C16	42.50'	15.91'	15.81'	N 85°41'15"	67°52'07"	9.80'
C17	42.50'	13.87'	13.81'	N 15°01'41"	18°41'38"	7.80'
C18	42.50'	12.71'	12.66'	N 85°33'04"	17°07'51"	6.40'
C19	50.00'	31.26'	30.76'	N 69°13'00"	33°49'29"	16.16'
C20	5.00'	15.71'	10.68'	N 65°37'30"	188°48'00"	N/A
C21	5.00'	7.85'	7.87'	N 28°37'38"	90°48'00"	5.80'
C22	5.00'	7.85'	7.87'	N 28°37'38"	90°48'00"	5.80'



MAY'S SUBDIVISION
PLAT BOOK 9 PAGE 183
(MAY'S SUBD. = "NORTH")

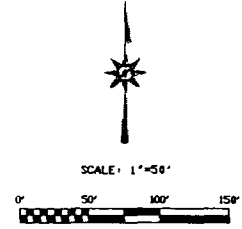
SETBACKS
FRONT YARD -- 15' for Residences
REAR YARD -- 20' for Garages
SIDE YARD -- 0' & 10' - Lots 1 thru 6 & 18 thru 14
SIDE YARD -- 10' - Lots 7 thru 9
MINIMUM LOT STREET FRONTAGE = 20'

AREA SUMMARY

AREA IN LOTS	2.94 Acres
AREA IN COMMON OPEN SPACE	1.07 Acres
AREA IN OUTLITS	0.03 Acres
AREA IN RIGHT OF WAY	0.36 Acres
TOTAL AREA	4.68 Acres

- GENERAL NOTES**
- Source of Bearing - Colorado Department of Transportation at Book 998, Page 98 (Project No. SUREMARK21).
 - Title Information from Mesa County Records and Meridian Land Title, Inc., Commitment 814632 effective date December 6, 1992.
 - Beach Mark datum from Mesa County Land Records.
 - All easements are Multi-Purpose Easements unless otherwise noted.
 - Maintenance and operation of Private Open Space and Outlets is the responsibility of the Homeowners Association.

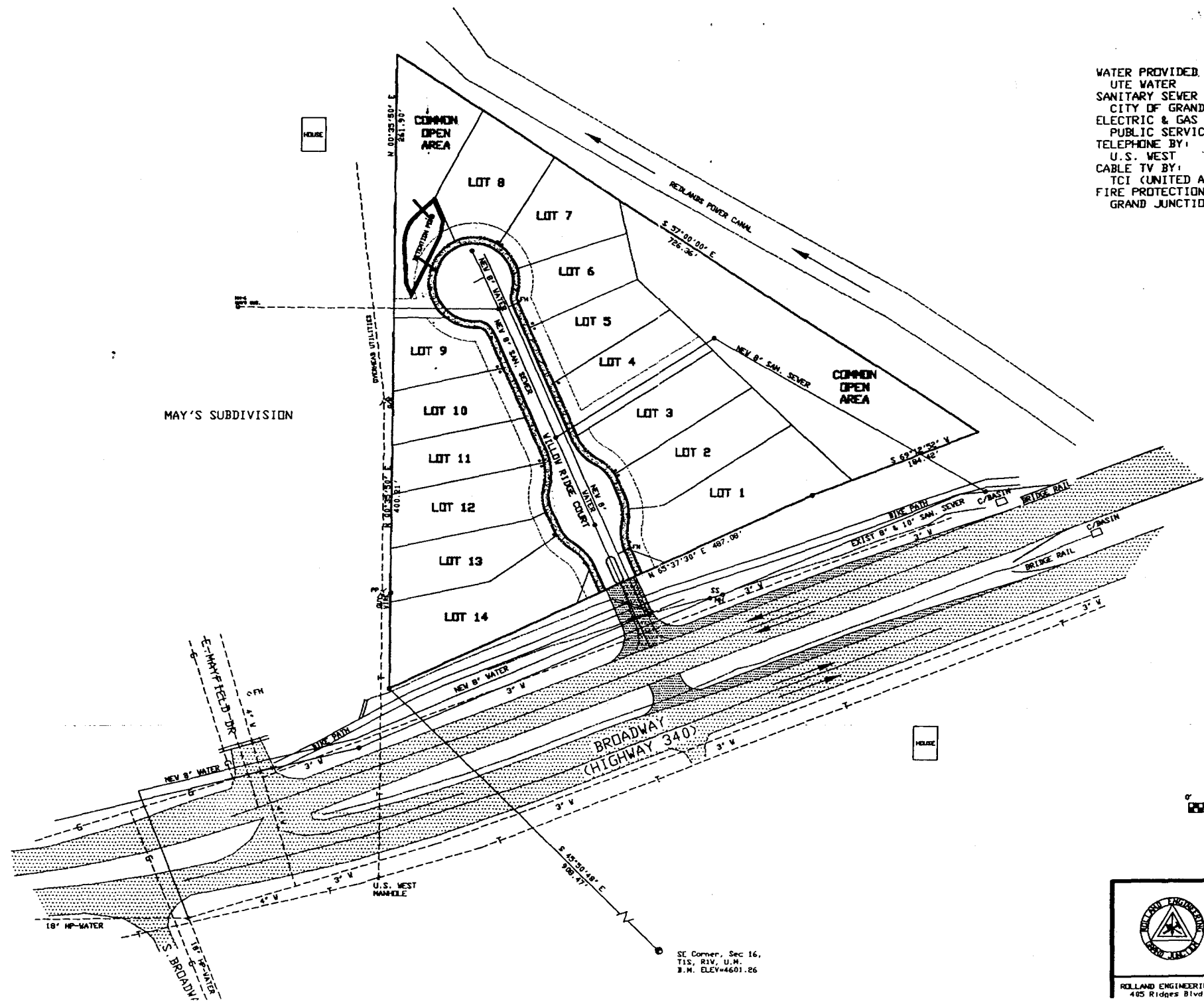
- LEGEND**
- - MESA COUNTY SURVEY MARKER
 - - FOUND 5/8" REBAR AS NOTED
 - ⊙ - SET 5/8" REBAR IN CONC.-L.S. 18469
 - ⊕ - SET REBAR & CAP AT LOT CORNERS-L.S. 18469



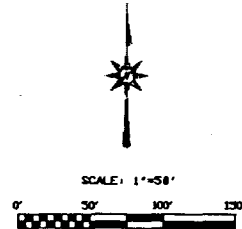
NOTICE: According to Colorado law you must exercise any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than two years from the date of the certification shown herein.

0: WILLOW RIDGE SUBDIVISION PLAT MGN JUL 31 10:54:05 1995 ROLLAND ENGINEERING

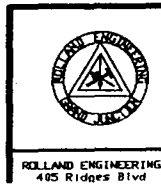
W-RIDGE.COMP MGR JUL 31 08:31:49 1995 ROLL AND ENGINEERING



WATER PROVIDED BY:
 UTE WATER
 SANITARY SEWER BY:
 CITY OF GRAND JUNCTION
 ELECTRIC & GAS BY:
 PUBLIC SERVICE CO
 TELEPHONE BY:
 U.S. WEST
 CABLE TV BY:
 TCI (UNITED ARTISTS)
 FIRE PROTECTION BY:
 GRAND JUNCTION FIRE DISTRICT



SE Corner, Sec 16,
 T1S, R1V, U.M.
 N.M. ELEV=4601.26



WILLOW RIDGE SUBD.
 COMPOSITE PLAN

**FINAL DRAINAGE REPORT
FOR
WILLOW RIDGE SUBDIVISION**

PREPARED FOR:
OLIVER E. FRASCONA
1910 STONY HILL ROAD
BOULDER, CO 80303

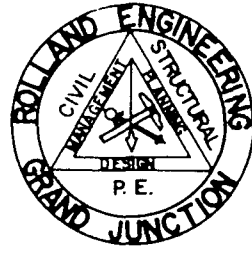
PRESENTED TO:
THE CITY OF GRAND JUNCTION

ROLLAND ENGINEERING

405 RIDGES BLVD., SUITE A
GRAND JUNCTION, CO 81503

ROLLAND ENGINEERING

405 RIDGES BOULEVARD, SUITE A
GRAND JUNCTION, COLORADO 81503
(970) 243-8300



July 28, 1995

Ms. Jody Kliska
Development Engineer
City of Grand Junction
Public Works Department
250 North 5th Street
Grand Junction, CO 81501

RE: FINAL DRAINAGE REPORT FOR WILLOW SUBDIVISION

Dear Jody;

Enclosed you will find the Final Drainage Report for Willow Ridge Subdivision. Drainage computations for 2-Year and 100-Year design storms were performed for this report.

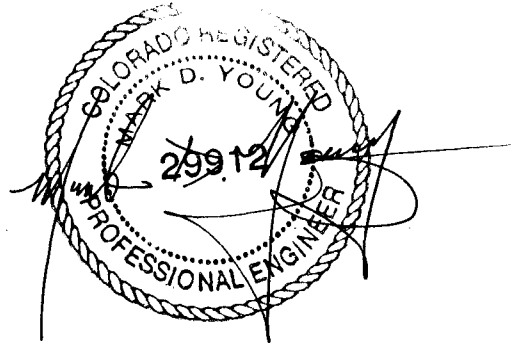
Please call us if you have any questions or need any additional information. Thank you very much for your time and consideration regarding this report.

Respectfully submitted

ROLLAND ENGINEERING

Wei Li
WEI LI

Enclosures



B-1-95

File:L\drainrp\wdrain

**FINAL DRAINAGE REPORT
FOR
WILLOW RIDGE SUBDIVISION**

**PREPARED FOR:
Oliver E. Frasca
1910 Stony Hill Road
Boulder, CO 80303
303-494-3000**

**PREPARED BY:
ROLLAND ENGINEERING
405 RIDGES BLVD., SUITE A
GRAND JUNCTION, CO 81503
JUNE 30, 1995**

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Appendix B:

Pre-development Drainage Map for Willow Ridge Subdivision

Post -development Drainage Map for Willow Ridge Subdivision

Drainage Area Map for Drainage Swale

Appendix C:

Storage Volume and Depth Relationship

Storage Depth and Release Rate Relationship

Supplement:

Soil Description (SCS)

Hydrological Soil Groups (SCS)

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Flow Chart for Pipe Flowing Full

Willow Ridge Subdivision Drainage

GENERAL LOCATION AND DESCRIPTIONS

Willow Ridge Subdivision is an approximate 4.6 acres site located at Section 16, Township 1 South, Range 1 West of the U. M. , Mesa County, Colorado. The project site lies immediately east of May's Subdivision, north of Highway 340 (Broadway) and south of the Redlands Irrigation and Power Company's Power Canal (Redlands Canal). Access to the site is from Highway 340 (Broadway). The proposed area is a triangle with sides of 660 feet, 672 feet and 725 feet long. The ground is covered with short dry grasses.

The site has soils consisting of a Hinman Clay Loam (Hc) and a Mesa Gravelly Clay loam (Me).

EXISTING DRAINAGE CONDITIONS

The site lies at the north end of a major drainage basin which drains toward the north and northeast. There are two naturally formed subbasins on this site. In the west sub-basin, there is an average slope of 4% toward the northwest corner on of the property and in the east sub-basin, a relatively steep slope of about 16% toward the Redlands Canal . There are no previously determined 100-Year floodplains on this site. Ultimately the whole site drains into the Redlands Canal.

PROPOSED DRAINAGE CONDITIONS

The site will be divided into two subbasins (west and east sub-basin) under developed conditions. Runoff from the West sub-basin will be drained to a proposed on-site detention pond and released to the Redlands Canal at historic rates. There is 200 cubic feet storage volume below the invert of discharge pipe in the detention pond for retaining non-stormwater from the subdivision. A small berm will be built along the west property line to keep off-site runoff from entering the property. For the post-development runoff from the East sub-basin, the change in runoff is insignificant due to a very limited alteration to this area, thus, runoff from this sub-basin will follow its historic course to the Redlands Canal.

DESIGN CRITERIA AND APPROACH

We are not aware of any Master Plan or any other limitations on this site.

The Hydrology and Hydraulic computations conducted for this site utilized the **STORMWATER MANAGEMENT MANUAL** (June, 1994) for the City of Grand Junction, Colorado. The Rational Method was used to perform the analysis for the 2 and 100 Year Design Events.

Willow Ridge Subdivision Drainage

SUMMMARY

Summarized below are the drainage calculations for this project:

Project Area: $A = 4.6$ acres

Drainage Calculation Method: Rational Method

Design Storm Events: 2-Year and 100-Year Storms

Pre-development Runoff Rates:

2-Year Historic Storm:

$$Q_{2h} = 2.18 \text{ cfs}$$

100-Year Historic Storm:

$$Q_{100h} = 6.42 \text{ cfs}$$

Post-development Runoff Rates:

2-Year Developed Storm:

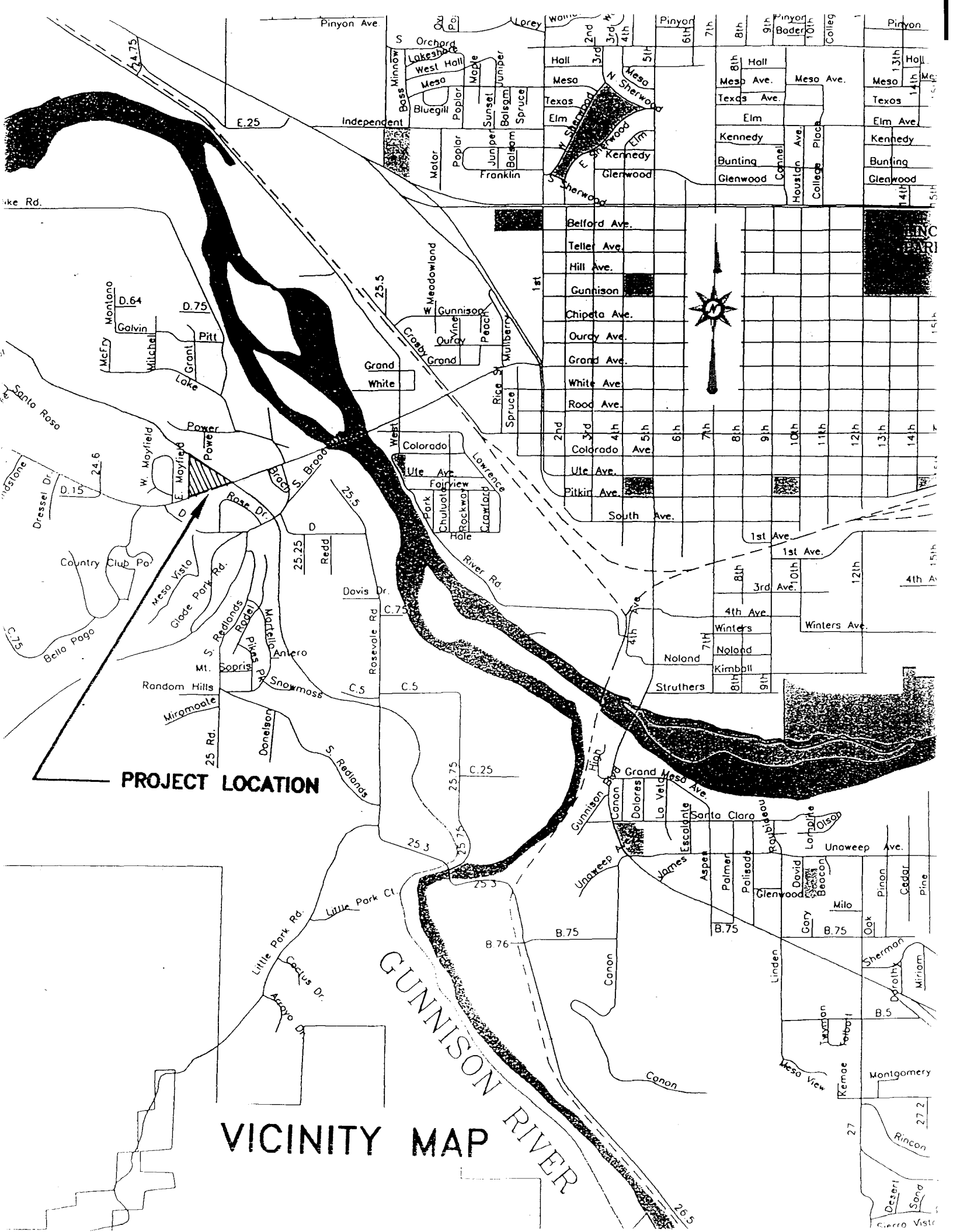
$$Q_{2d} = 2.50 \text{ cfs}$$

100-Year Developed Storm:

$$Q_{100d} = 8.05 \text{ cfs}$$

On-site Storage Volume and Release Rates:

2-Year Storm $V = 524$ CF;	$Q_{2max} = 1.02$ cfs
100-Year Storm $V = 1911$ CF;	$Q_{100max} = 2.69$ cfs



PROJECT LOCATION

VICINITY MAP

GUNNISON RIVER



SOIL MAP

APPENDIX A

Willow Ridge Subdivision Drainage

HISTORIC CONDITION

1. West Sub-basin , $A_w = 2.48$ Acres

2-Year Storm:

(1) T_o : Concentration Time for Overland Flow

Hydrological soil group: B

Overland flow slope $S_o = 1.7\%$

Runoff Coefficient $C_{2h} = 0.32$ (Untilled land with short grasses, pasture, 4% on average)

Overland Flow Length $L_o = 289$ ft

The FAA 1970 METHOD is used to calculate T_o .

$$T_{o2} = 1.8(1.1 - C)L_o^{0.5}/S_o^{0.33} = 1.8(1.1-0.32)(289)^{0.5}/(1.7)^{0.33} = 20 \text{ min}$$

(2) T_s : Concentration Time for Shallow Concentrated Flow

Flow slope $S_s = 6.3\%$

Shallow concentrated flow length $L_s = 332$ ft

From attached Figure "E-3" in "REFERENCES" of this report,

Shallow concentrated flow velocity $V = 2.6$ ft/s

$$T_{s2} = L_s/V = (332/2.6)/60 = 2 \text{ min}$$

(3) T_c : Time of concentration for 2-Year Storm

$$T_c = T_{o2} + T_{s2} = 20 + 2 = 22 \text{ min}$$

(4) Intensity $I_{2hw} = 1.05$ in/hr (From attached TABLE "A-1" in this report)

$$Q_{2hw} = CIA = 0.32 * 1.05 * 2.48 = \underline{0.83 \text{ cfs}}$$

100-Year Storm:

(1) T_o : Concentration Time for Overland Flow

Hydrological soil group: B

Overland flow slope $S_o = 1.7\%$

Runoff Coefficient $C_{100h} = 0.38$ (Untilled land with short grasses, pasture, 4% on average)

Overland Flow Length $L_o = 289$ ft

The FAA 1970 METHOD is used to calculate T_o .

$$T_{o100} = 1.8(1.1 - C)L_o^{0.5}/S_o^{0.33} = 1.8(1.1-0.38)(289)^{0.5}/(1.7)^{0.33} = 18.5 \text{ min}$$

(2) T_s : Concentration Time for Shallow Concentrated Flow

Flow slope $S_s = 6.3\%$

Shallow concentrated flow length $L_s = 332$ ft

From attached Figure "E-3" in "REFERENCES" of this report,

Shallow concentrated flow velocity $V = 2.6$ ft/s

$$T_{s100} = L_s/V = (332/2.6)/60 = 2 \text{ min}$$

Willow Ridge Subdivision Drainage

(3) T_c : Time of concentration for 100-Year Storm

$$T_c = T_{o100} + T_{s100} = 18.5 + 2 = 20.5 \text{ min} \Rightarrow 21 \text{ min}$$

(4) Intensity $I_{100hw} = 2.77 \text{ in/hr}$ (From attached TABLE "A-1" in this report)

$$Q_{100hw} = CIA = 0.38 * 2.77 * 2.48 = \underline{2.61 \text{ cfs}}$$

2. East Sub-basin, $A_E = 2.12 \text{ Acres}$

2-Year Storm:

(1) T_o : Concentration Time for Overland Flow

Hydrological soil group: B

Overland flow slope $S_o = 13\%$

Runoff Coefficient $C_{2h} = 0.40$ (Untilled land with short grasses, pasture)

Overland Flow Length $L_o = 300 \text{ ft}$

The FAA 1970 METHOD is used to calculate T_o .

$$T_{o2} = 1.8(1.1 - C)L_o^{0.5}/S_o^{0.33} = 1.8(1.1 - 0.40)(300)^{0.5}/(13)^{0.33} = 9.3 \text{ min}$$

(2) T_c : Time of concentration for 2-Year Storm

$$T_c = T_{o2} = 9.3 \text{ min} \Rightarrow 9 \text{ min}$$

(3) Intensity $I_{2hE} = 1.59 \text{ in/hr}$ (From attached TABLE "A-1" in this report)

$$Q_{2hE} = CIA = 0.40 * 1.59 * 2.12 = \underline{1.35 \text{ cfs}}$$

100-Year Storm:

(1) T_o : Concentration Time for Overland Flow

Hydrological soil group: B

Overland flow slope $S_o = 13\%$

Runoff Coefficient $C_{100h} = 0.45$ (Untilled land with short grasses, pasture)

Overland Flow Length $L_o = 300 \text{ ft}$

The FAA 1970 METHOD is used to calculate T_o .

$$T_{o100} = 1.8(1.1 - C)L_o^{0.5}/S_o^{0.33} = 1.8(1.1 - 0.45)(300)^{0.5}/(13)^{0.33} = 8.6 \text{ min}$$

(2) T_c : Time of concentration for 100-Year Storm

$$T_c = T_{o100} = 8.6 \text{ min} \Rightarrow 9 \text{ min}$$

(3) Intensity $I_{100hE} = 3.99 \text{ in/hr}$ (From attached TABLE "A-1" in this report)

$$Q_{100hE} = CIA = 0.45 * 3.99 * 2.12 = \underline{3.81 \text{ cfs}}$$

Willow Ridge Subdivision Drainage

DEVELOPED CONDITION

1. West Sub-basin , $A_w = 2.82$ Acres

2-Year Storm:

(1) T_o : Concentration Time for Overland Flow

Hydrological soil group: B

Overland flow slope $S_o = 4\%$

Runoff Coefficient $C_{2d} = 0.37$ (Residential area, 1/3 acre per unit)

Overland Flow Length $L_o = 300$ ft

The FAA 1970 METHOD is used to calculate T_o .

$$T_{o2} = 1.8(1.1 - C)L_o^{0.5}/S_o^{0.33} = 1.8(1.1-0.37)(300)^{0.5}/(4)^{0.33} = 14.3 \text{ min}$$

(2) T_s : Concentration Time for Shallow Concentrated Flow

Flow slope $S_s = 4\%$

Shallow concentrated flow length $L_s = 155$ ft

From attached Figure "E-3" in "REFERENCES" of this report,

Shallow concentrated flow velocity $V = 3$ ft/s (Grassed Waterway)

$$T_{s2} = L_s/V = (155/3)/60 = 0.9 \text{ min}$$

(3) T_c : Time of concentration for 2-Year Storm

$$T_c = T_{o2} + T_{s2} = 14.3 + 0.9 = 15.2 \text{ min} \Rightarrow 15 \text{ min}$$

(4) Intensity $I_{2dw} = 1.28$ in/hr (From attached TABLE "A-1" in this report)

$$Q_{2dw} = CIA = 0.37 * 1.28 * 2.82 = \underline{1.34 \text{ cfs}}$$

100-Year Storm:

(1) T_o : Concentration Time for Overland Flow

Hydrological soil group: B

Overland flow slope $S_o = 4\%$

Runoff Coefficient $C_{100d} = 0.46$ (Residential area, 1/3 acre per unit)

Overland Flow Length $L_o = 300$ ft

The FAA 1970 METHOD is used to calculate T_o .

$$T_{o100} = 1.8(1.1 - C)L_o^{0.5}/S_o^{0.33} = 1.8(1.1-0.46)(300)^{0.5}/(4)^{0.33} = 12.6 \text{ min}$$

(2) T_s : Concentration Time for Shallow Concentrated Flow

Flow slope $S_s = 4\%$

Shallow concentrated flow length $L = 155$ ft

From attached Figure "E-3" in "REFERENCES" of this report,

Shallow concentrated flow velocity $V = 3.4$ ft/s (Grassed Waterway)

$$T_{s100} = L/V = (155/3)/60 = 0.9 \text{ min}$$

Willow Ridge Subdivision Drainage

(3) T_c : Time of concentration for 100-Year Storm

$$T_c = T_{o100} + T_{s100} = 12.6 + 0.9 = 13.6 \text{ min} \Rightarrow 14 \text{ min.}$$

(4) Intensity $I_{100dw} = 3.33 \text{ in/hr}$ (From attached TABLE "A-1" in this report)

$$Q_{100dw} = CIA = 0.46 * 3.33 * 2.82 = \underline{4.32 \text{ cfs}}$$

2. East Sub-basin , $A_E = 1.78 \text{ Acres}$

2-Year Storm:

(1) T_o : Concentration Time for Overland Flow

Hydrological soil group: B

Overland flow slope $S_o = 13\%$

Runoff Coefficient $C_{2d} = 0.41$ (Residential area, 1/3 acre per unit)

Overland Flow Length $L_o = 298 \text{ ft}$

The FAA 1970 METHOD is used to calculate T_o :

$$T_{o2} = 1.8(1.1 - C)L_o^{0.5}/S_o^{0.33} = 1.8(1.1 - 0.41)(298)^{0.5}/(13)^{0.33} = 9.1 \text{ min}$$

(2) T_c : Time of concentration for 2-Year Storm

$$T_c = T_{o2} = 9.1 \text{ min} \Rightarrow 9 \text{ min}$$

(3) Intensity $I_{2dE} = 1.59 \text{ in/hr}$ (From attached TABLE "A-1" in this report)

$$Q_{2dE} = CIA = 0.38 * 1.59 * 1.78 = \underline{1.16 \text{ cfs}}$$

100-Year Storm:

(1) T_o : Concentration Time for Overland Flow

Hydrological soil group: B

Overland flow slope $S_o = 13\%$

Runoff Coefficient $C_{100d} = 0.50$ (Residential area, 1/3 acre per unit)

Overland Flow Length $L_o = 299.6 \text{ ft}$

The FAA 1970 METHOD is used to calculate T_o :

$$T_{o100} = 1.8(1.1 - C)L_o^{0.5}/S_o^{0.33} = 1.8(1.1 - 0.50)(299.6)^{0.5}/(13)^{0.33} = 7.9 \text{ min}$$

(2) T_c : Time of concentration for 100-Year Storm

$$T_c = T_{o100} = 7.9 \text{ min} \Rightarrow 8 \text{ min}$$

(3) Intensity $I_{100dE} = 4.19 \text{ in/hr}$ (From attached TABLE "A-1" in this report)

$$Q_{100dE} = CIA = 0.50 * 4.19 * 1.78 = \underline{3.73 \text{ cfs}}$$

Willow Ridge Subdivision Drainage

SUMMARY OF RUNOFF RATES

HISTORIC CONDITION:

	West Sub-basin	East Sub-basin	Total Site
2-YEAR STORM:	$Q_{2hw} = 0.83$ cfs;	$Q_{2hE} = 1.35$ cfs;	$Q_{2h} = 2.18$ cfs
100-YEAR STORM:	$Q_{100hw} = 2.61$ cfs;	$Q_{100hE} = 3.81$ cfs;	$Q_{100h} = 6.42$ cfs

DEVELOPED CONDITION:

	West Sub-basin	East Sub-basin	Total Site
2-YEAR STORM:	$Q_{2dw} = 1.34$ cfs;	$Q_{2dE} = 1.16$ cfs;	$Q_{2d} = 2.50$ cfs
100-YEAR STORM:	$Q_{100dw} = 4.32$ cfs;	$Q_{100dE} = 3.73$ cfs;	$Q_{100d} = 8.05$ cfs

DETENTION VOLUME DETERMINATION

2-Year Storm:

$A = 2.82$ acre; $C_{2d} = 0.37$
 $T_{c2hw} = 22$ min; $T_{c2dw} = 15$ min; $K = 22/15 = 1.47$

Runoff to the detention pond: $Q_{2dw} = 1.34$ cfs

Maximum release rate from the detention: $Q_{2max} = Q_{2h} - Q_{2dE} = 2.18 - 1.16 = 1.02$ cfs

Average orifice release rate: $Q_r = 0.82Q_{2max} = 0.82 * 1.02 = 0.84$ cfs

$$T_{d2} = \{633.4 * 0.37 * 2.82 / [0.84 - 0.84^2 * 15 / (81.2 * 0.37 * 2.82)]\}^{0.5} - 15.6 = 14.8 \text{ min}$$

$$I_{d2} = 40.6 / (14.8 + 15.6) = 1.34 \text{ in/hr}$$

$$Q_{d2} = CIA = 0.37 * 1.34 * 2.82 = 1.40 \text{ cfs}$$

$$V_{d2} = 60 \{ (1.40 - 0.84) * 14.8 - 0.84 * 15 + 1.47 * 0.84 * 15 / 2 + 0.84^2 * 15 / (2 * 1.40) \} = 524 \text{ CF}$$

100-Year Storm:

$A = 2.82$ acre; $C_{100d} = 0.46$
 $T_{c100hw} = 21$ min; $T_{c100dw} = 14$ min; $K = 21/14 = 1.5$

Runoff to the detention pond: $Q_{100dw} = 4.32$ cfs

Maximum release rate from the detention: $Q_{100max} = Q_{100h} - Q_{100dE} = 6.42 - 3.73 = 2.69$ cfs

Average orifice release rate: $Q_r = 0.82Q_{100max} = 0.82 * 2.69 = 2.21$ cfs

$$T_{d100} = \{1832 * 0.46 * 2.82 / [2.21 - 2.21^2 * 14 / (213 * 0.46 * 2.82)]\}^{0.5} - 17.2 = 17.6 \text{ min}$$

$$I_{d100} = 106.5 / (17.6 + 17.2) = 3.06 \text{ in/hr}$$

$$Q_{d100} = CIA = 0.46 * 3.06 * 2.82 = 3.97 \text{ cfs}$$

$$V_{d100} = 60 \{ (3.97 - 2.21) * 17.6 - 2.21 * 14 + 1.5 * 2.21 * 14 / 2 + 2.21^2 * 14 / (2 * 3.97) \} = 1911 \text{ CF}$$

Willow Ridge Subdivision Drainage

STORAGE VOLUME AND DEPTH RELATIONSHIP

$$@ D= 0 \text{ ft}; \quad V= 0 \text{ CF}$$

$$\begin{aligned} @ D= 0.5 \text{ ft}; \quad A_b &= 480 \text{ SF}; \quad A_s = 667 \text{ SF} \\ V &= [480+667+(480*667)^{0.5}] * 0.5/3 = 285 \text{ CF} \\ V_T &= 0+285 = 285 \text{ CF} \end{aligned}$$

$$\begin{aligned} @ D= 0.5 \text{ ft}; \quad A_b &= 667 \text{ SF}; \quad A_s = 884 \text{ SF} \\ V &= [667+884+(667*884)^{0.5}] * 0.5/3 = 386 \text{ CF} \\ V_T &= 285+386 = 671 \text{ CF} \end{aligned}$$

$$\begin{aligned} @ D= 0.5 \text{ ft}; \quad A_b &= 884 \text{ SF}; \quad A_s = 1128 \text{ SF} \\ V &= [884+1128+(884*1128)^{0.5}] * 0.5/3 = 502 \text{ CF} \\ V_T &= 671+502 = 1173 \text{ CF} \end{aligned}$$

$$\begin{aligned} @ D= 0.5 \text{ ft}; \quad A_b &= 1128 \text{ SF}; \quad A_s = 1395 \text{ SF} \\ V &= [1128+1395+(1128*1395)^{0.5}] * 0.5/3 = 630 \text{ CF} \\ V_T &= 1173+630 = 1803 \text{ CF} \end{aligned}$$

$$\begin{aligned} @ D= 0.5 \text{ ft}; \quad A_b &= 1395 \text{ SF}; \quad A_s = 1683 \text{ SF} \\ V &= [1395+1683+(1395*1683)^{0.5}] * 0.5/3 = 768 \text{ CF} \\ V_T &= 1803+768 = 2571 \text{ CF} \end{aligned}$$

$$\begin{aligned} @ D= 0.5 \text{ ft}; \quad A_b &= 1683 \text{ SF}; \quad A_s = 1991 \text{ SF} \\ V &= [1683+1991+(1683*1991)^{0.5}] * 0.5/3 = 917 \text{ CF} \\ V_T &= 2571+917 = 3488 \text{ CF} \end{aligned}$$

For the Storage Volume and Depth Relationship curve, see Appendix C.

RELEASE PIPE DESIGN FOR DETENTION POND

According to the "Storage Volume & Depth Relationship" curve, the storage depth $D_2 = 0.83$ ft for the required storage volume $V_{d2} = 524$ CF, and $D_{100} = 2.05$ ft for the required storage volume $V_{d100} = 1911$ CF

2-Year Storm Release Pipe Design: 8" PVC pipe

Maximum Release Rate $Q_{2\max} = 1.02$ cfs

$$A = \pi(D)^2/4 = 3.14 (8"/12)^2/4 = 0.35 \text{ SF}$$

$$H = D_2 - D/2 = 0.83 - (8"/12)/2 = 0.5 \text{ ft}$$

$$Q_{2R} = CA\sqrt{2gH} = 0.6 * 0.35 * \sqrt{2 * 32.2 * 0.5} = 1.19 \text{ cfs} > Q_{2\max} = 1.02 \text{ cfs}$$

100-Year Storm Release Pipe Design: 6" PVC pipe

Maximum Release Rate $Q_{100\max} = 2.69$ cfs

$$A = \pi(D)^2/4 = 3.14 (6"/12)^2/4 = 0.20 \text{ SF}$$

Willow Ridge Subdivision Drainage

$$H = D_{100} - D_2 - (6''/12)/2 = 2.05 - 0.83 - 0.25 = 0.97 \text{ ft}$$

$$Q_{100R-6} = CA\sqrt{2gH} = 0.6 * 0.2 * \sqrt{2 * 32.2 * 0.97} = 0.93 \text{ cfs}$$

Release Rate from the 8" PVC pipe for 100-Year storm events

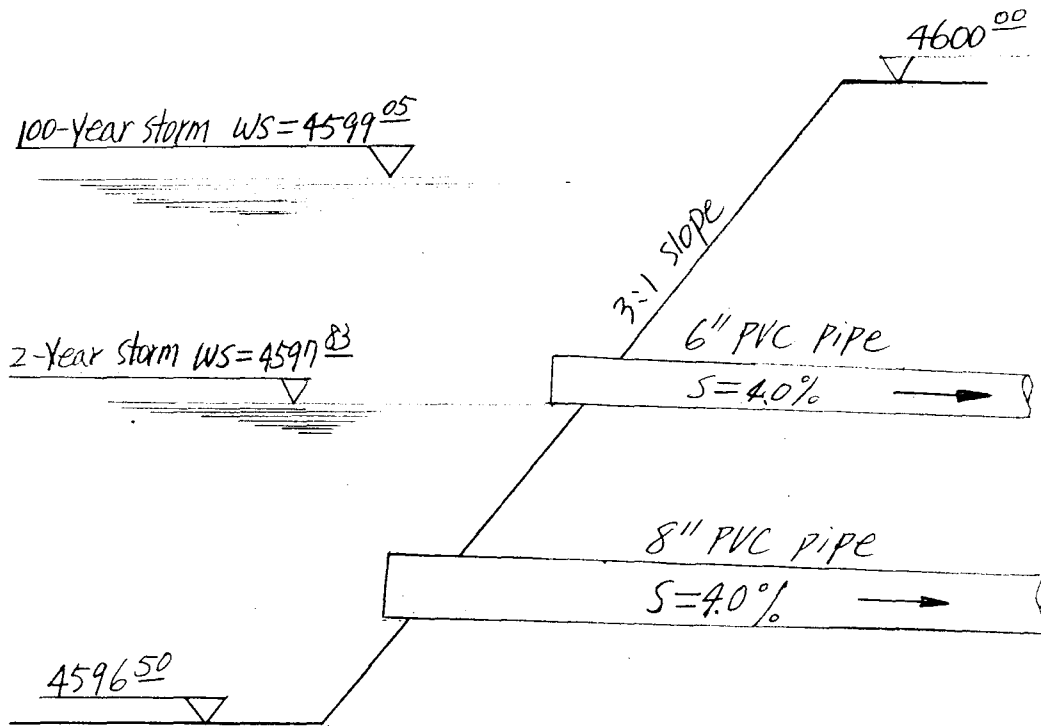
$$H = D_{100} - (8''/12)/2 = 2.05 - 0.33 = 1.72 \text{ ft}$$

$$Q_{100R-8} = CA\sqrt{2gH} = 0.6 * 0.35 * \sqrt{2 * 32.2 * 1.72} = 2.12 \text{ cfs}$$

Total Release Rate for 100-Year Storm

$$Q_{100R} = Q_{100R-6} + Q_{100R-8} = 0.93 + 2.12 = 3.05 \text{ cfs} > Q_{100max} = 2.69 \text{ cfs}$$

A cross-section layout for these discharge pipes are shown as below:



STORAGE DEPTH AND RELEASE RATES RELATIONSHIP

The relationship between Depth and Release rate is as below (For relationship curve, see APPENDIX C):

Depth (ft):	0	0.83	1.83	2.05
Q _{Release} (cfs):	0	1.19	2.88	3.05

Willow Ridge Subdivision Drainage

FLOW DEPTH IN THE STREET GUTTERS

(1) Street runoff determination:

Drainage Area $A = 1.40$ acre

Overland flow path = 75 ft; $C_{2d} = 0.85$ (Pavement, roofs, and lawns)

Overland flow slope $S_o = 2.7\%$

$$T_{2do} = 1.8(1.1-0.85)(75)^{0.5}/(2.7)^{0.33} = 2.8 \text{ min}$$

Street flow path = 460 ft;

Street flow slope = 2%

Street flow velocity = 2.8 ft/s;

$$T_s = 460/2.8/60 = 2.7 \text{ min}$$

$$T_{c2d} = 2.8+2.7 = 5.5 \text{ min} \Rightarrow 6 \text{ min};$$

$$I_{2d} = 1.83 \text{ in/hr}$$

$$Q_{2d\text{-street}} = 0.85*1.83*1.40 = \underline{2.18 \text{ cfs}}$$

$C_{100d} = 0.90$ (Pavement, roofs and lawns)

$$T_{100do} = 1.8(1.1-0.90)(75)^{0.5}/(2.7)^{0.33} = 2.2 \text{ min}$$

$$T_{c100d} = 2.2+2.7 = 4.9 \text{ min} \Rightarrow 5 \text{ min};$$

$$I_{100d} = 4.95 \text{ in/hr}$$

$$Q_{100d\text{-street}} = 0.90*4.95*1.40 = \underline{6.24 \text{ cfs}}$$

(2) Street flow depth determination:

There will be 2 gutters on the street.

$$\text{Formula: } Q = K \frac{Z}{n} \sqrt{S} (Y)^{8/3}$$

Where: Q = the gutter flow (ft^3/s)

$K = 0.56$; a constant dependant upon unit (ft^3/s , ft)

$Z = 50$; Inverse pavement cross slope of 2%.

$n = 0.016$; the roughness coefficient.

$S = 2\%$; the slope of the gutter.

Y = the depth of the water in the gutter at the curb line.

The flow depths in the street was determined with the above formula and the results are:

$$\text{2-Year Event: } Q = 0.5Q_{2d\text{-street}} = 0.5*2.18 = 1.09 \text{ cfs}; \quad Y = 0.13 \text{ ft} = 1.6 \text{ inch}$$

$$\text{100-Year Event: } Q = 0.5Q_{100d\text{-street}} = 0.5*6.24 = 3.12 \text{ cfs}; \quad Y = 0.19 \text{ ft} = 2.3 \text{ inch}$$

INLET CAPACITY

One single grate with curb opening NEENAH R-3246-C inlet will be placed on the Willow Ridge Court as shown on the Grading and Drainage Plan per the City of Grand Junction Standards. According to TABLE "G-1" attached in this report, this inlet has the following capacities:

$$\text{2-Year Storm: Urban Residential (Local) Street } Q_{2YR} = 6.4 \text{ cfs} > Q_{2d\text{-street}} = 2.18 \text{ cfs}$$

$$\text{100-Year Storm: Urban Residential (Local) Street } Q_{100YR} = 13 \text{ cfs} > Q_{100d\text{-street}} = 6.24 \text{ cfs}$$

Willow Ridge Subdivision Drainage

(3) CULVERT II ANALYSIS

A. Runoff Determination for 100-Year Storm

Drainage Area = 0.58 acres;

C = 0.96 (Pavement area);

Sheet Flow Velocity V = 4.5 ft/s (Pavement)

$T_c = L / V / 60 = 460 / 4.5 / 60 = 1.7 \text{ min} \Rightarrow 5 \text{ min}$

$I_{100} = 4.95 \text{ in/hr}$

$Q_{100} = CIA = 0.96 * 4.95 * 0.58 = 2.8 \text{ cfs}$

Average Slope = 5 %

Sheet Flow Path L = 460 ft

B. Culvert II Analysis

$Q_{100} = 2.8 \text{ cfs};$

RCP pipe n = 0.013;

RCP pipe length L = 65 ft

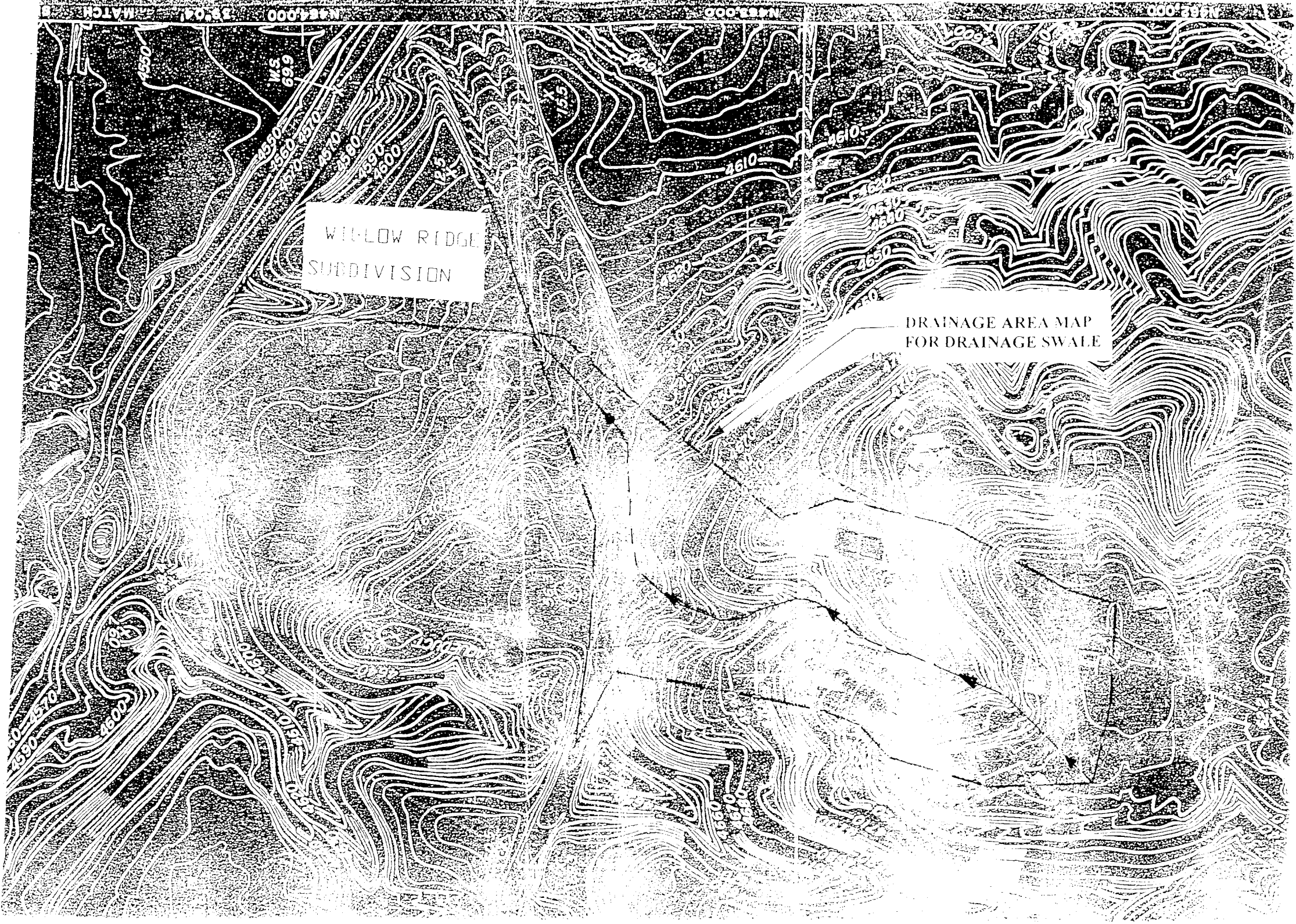
Culvert slope S = 5.5%; RCP pipe size D = 15" = 1.25 ft

Culvert cross-section area $A = \pi r^2 = 3.14 (1.25/2)^2 = 1.23 \text{ ft}^2$

Culvert hydraulic radius $R = D/4 = 1.25/4 = 0.31 \text{ ft}$

Culvert Capacity = $AV = 1.23 * [1.49 * (0.31)^{0.67} * (0.055)^{0.5} / 0.013] = 15 \text{ cfs} > Q_{100} = 2.8 \text{ cfs}$

APPENDIX B



WILLOW RIDGE
SUBDIVISION

DRAINAGE AREA MAP
FOR DRAINAGE SWALE

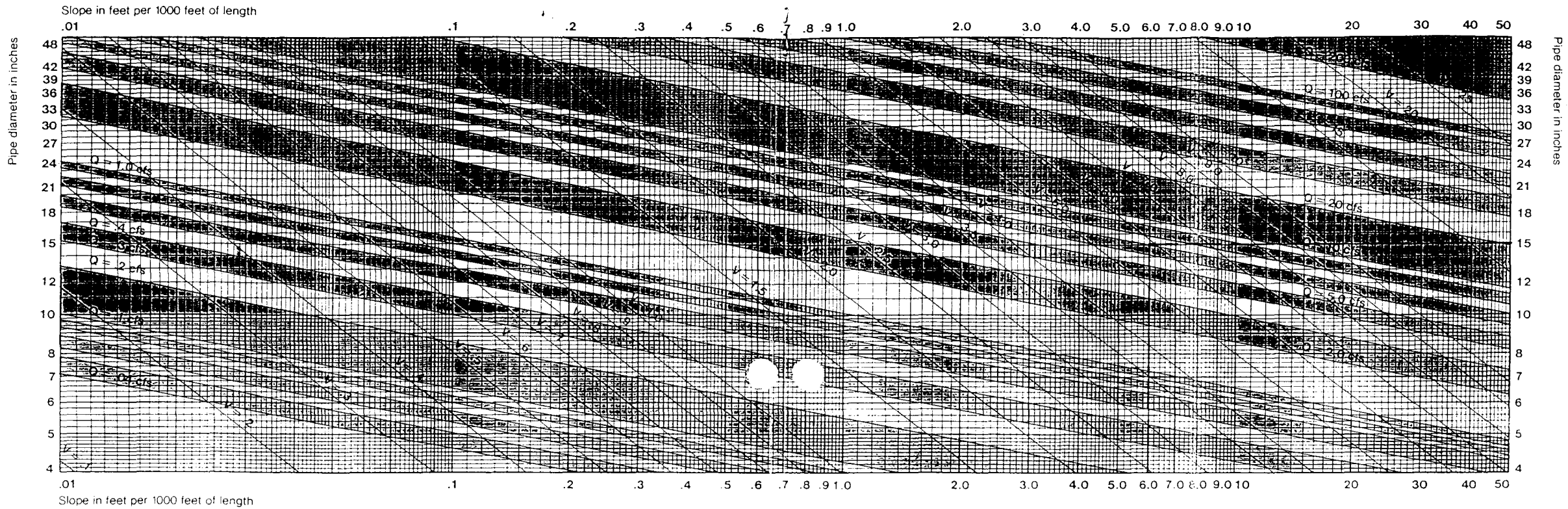
Flow chart for pipe flowing full

Coefficient of flow n = 0.009

Derived from the Manning Formula

$$v = \frac{1.486}{n} R^{2/3} S^{1/2}$$

PVC gravity sewer pipes have a coefficient of $n = 0.009$. Their high carrying capacities may often result in the use of flatter grades or in the use of smaller diameter pipe.



(Above Graph Based On Pipe Flowing Full)

Conversion chart

Slope values

Slope values derived from this chart are for coefficient of flow $n = 0.009$. They may be converted to slopes for other coefficients of flow by means of the following multiplying factors:

0.79 for $n = 0.008$	1.77 for $n = 0.012$
1.00 for $n = 0.009$	2.085 for $n = 0.013$
1.23 for $n = 0.010$	2.42 for $n = 0.014$
1.494 for $n = 0.011$	2.772 for $n = 0.015$

Conversion chart Table 2

Diameters

Diameters derived from this chart are for coefficient of flow $n = 0.009$. These may be converted to diameters for other coefficients of flow by means of the following multiplying factors:

0.956 for $n = 0.008$	1.114 for $n = 0.012$
1.000 for $n = 0.009$	1.147 for $n = 0.013$
1.040 for $n = 0.010$	1.180 for $n = 0.014$
1.078 for $n = 0.011$	1.211 for $n = 0.015$

Conversion factors CFS, MGD, GPM

To convert cubic feet per second (cfs) to million gallons per day (mgd), multiply cfs by 0.646. To convert cubic feet per second (cfs) to gallons per minute, multiply cfs by 448.5.

One cubic foot of water = 7.48 gallons.

Example

Assume:

Flow coefficient $n = 0.009$
 Length = 2800 ft
 Pipe size = 8 inch
 Elevation - Upstream = 215 ft
 Downstream = 213 ft

Required:

1) Flow rate when flowing full
 2) Velocity

Difference in elevation divided by length of pipe line equals slope in ft/ft

Multiplying by 1000 = slope 0.7 ft / 1000 ft. Enter graph at 0.7 slope and also at 8 inch diameter pipe. At intersect find velocity and flow rate also at intersect find pipe flow rate of 0.5 cfs per second.

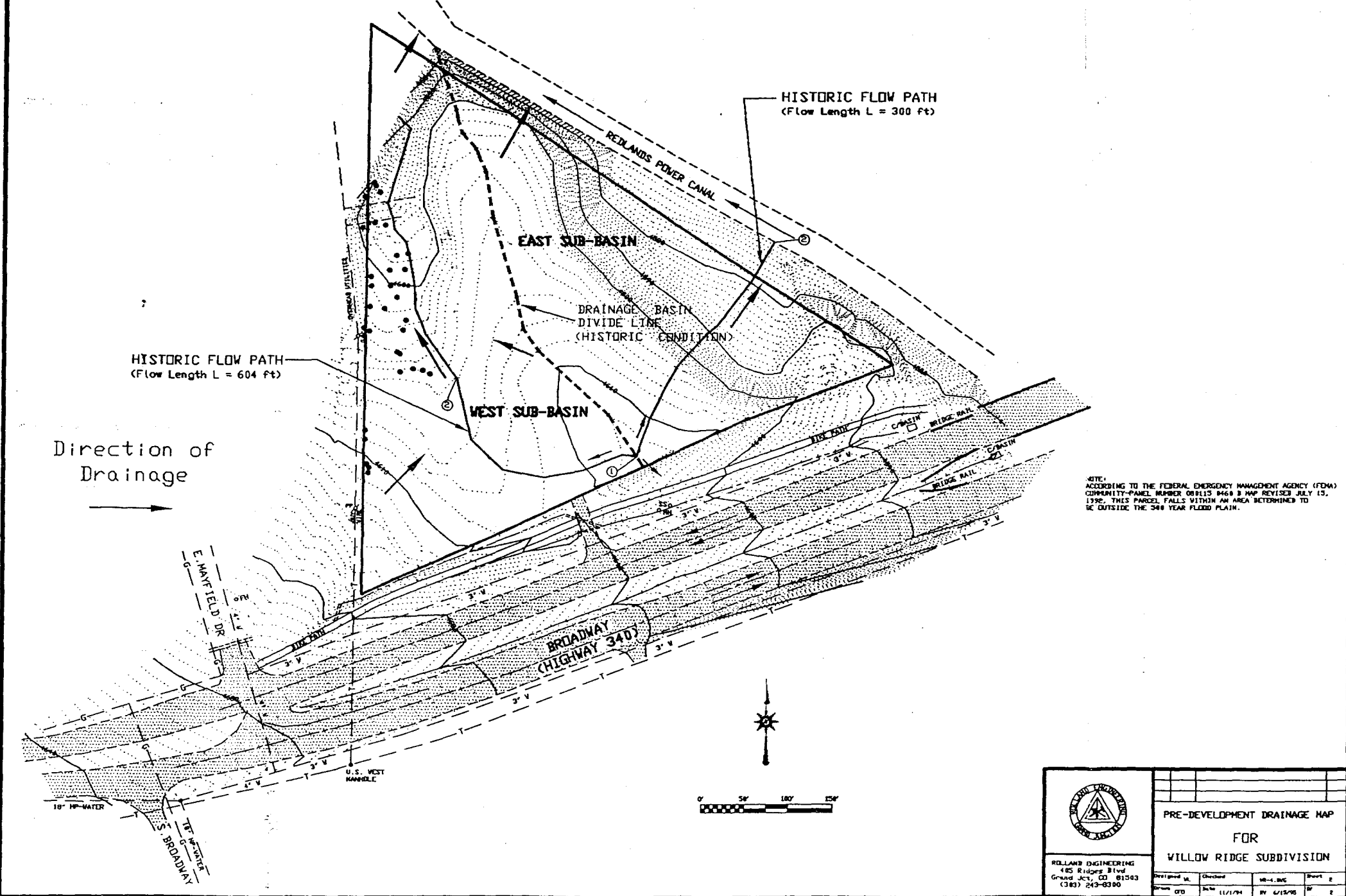
Flow rate velocity of 1.75 feet per second

Get flow equal to 1.75 cfs at size competition is required?
 (Based On Manning Equation - flow Co-Efficients As Noted - A Slope Of 0.5% Or 5.0 Feet Per 1,000 Feet)

Perma-Loc (n = 0.009)		Flow (CFS)	Reinforced Concrete (n = 0.013)		Corrugated Metal (n = 0.021)	
Dia (In.)	Avg ID (In.)		Diameter Needed for Same Flow (In.)	Closest Pipe Size Available (In.)	Diameter Needed for Same Flow (In.)	Closest Pipe Size Available (In.)
36	35.50	32.82	40.75	40	48.78	54
30	29.50	20.03	33.86	36	40.53	42
27	26.50	15.95	30.42	33	36.41	42
24	23.50	10.92	26.97	27	32.30	33
21	20.75	7.84	23.81	24	28.51	30
18	17.65	5.09	20.26	21	24.25	27

(Above Chart Based On Pipe Flowing Half-Full)

WILLOW RIDGE SUBDIVISION



0 12668 12-08DGE/HES/080 807 074 95 Yri. 06 1995 088888 81C8E888

Direction of
Drainage
→

HISTORIC FLOW PATH
(Flow Length L = 300 ft)

HISTORIC FLOW PATH
(Flow Length L = 604 ft)

EAST SUB-BASIN

DRAINAGE BASIN
DIVIDE LINE
(HISTORIC CONDITION)

WEST SUB-BASIN

BROADWAY
(HIGHWAY 340)



ROLLAND ENGINEERING
4125 Ridgeway Blvd
Grand Jct., CO 81503
(303) 243-8300

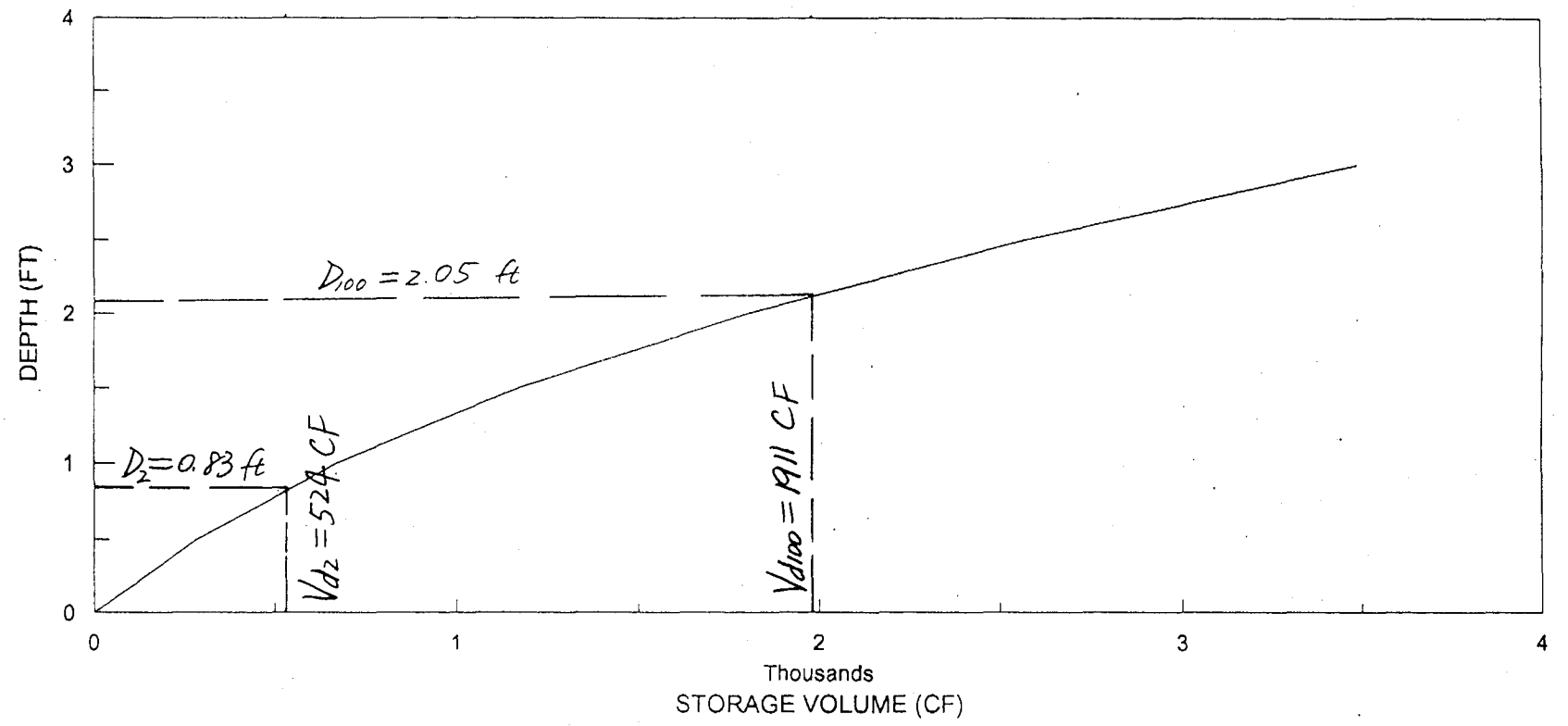
PRE-DEVELOPMENT DRAINAGE MAP
FOR
WILLOW RIDGE SUBDIVISION

Designed by	Checked	MR-L.BUC	Sheet	2
Drawn by	Date	11/1/94	BY	6/15/96
			OF	2

APPENDIX C

STORAGE VOLUME & DEPTH RELATIONSHIP

WILLOW RIDGE SUBDIVISION

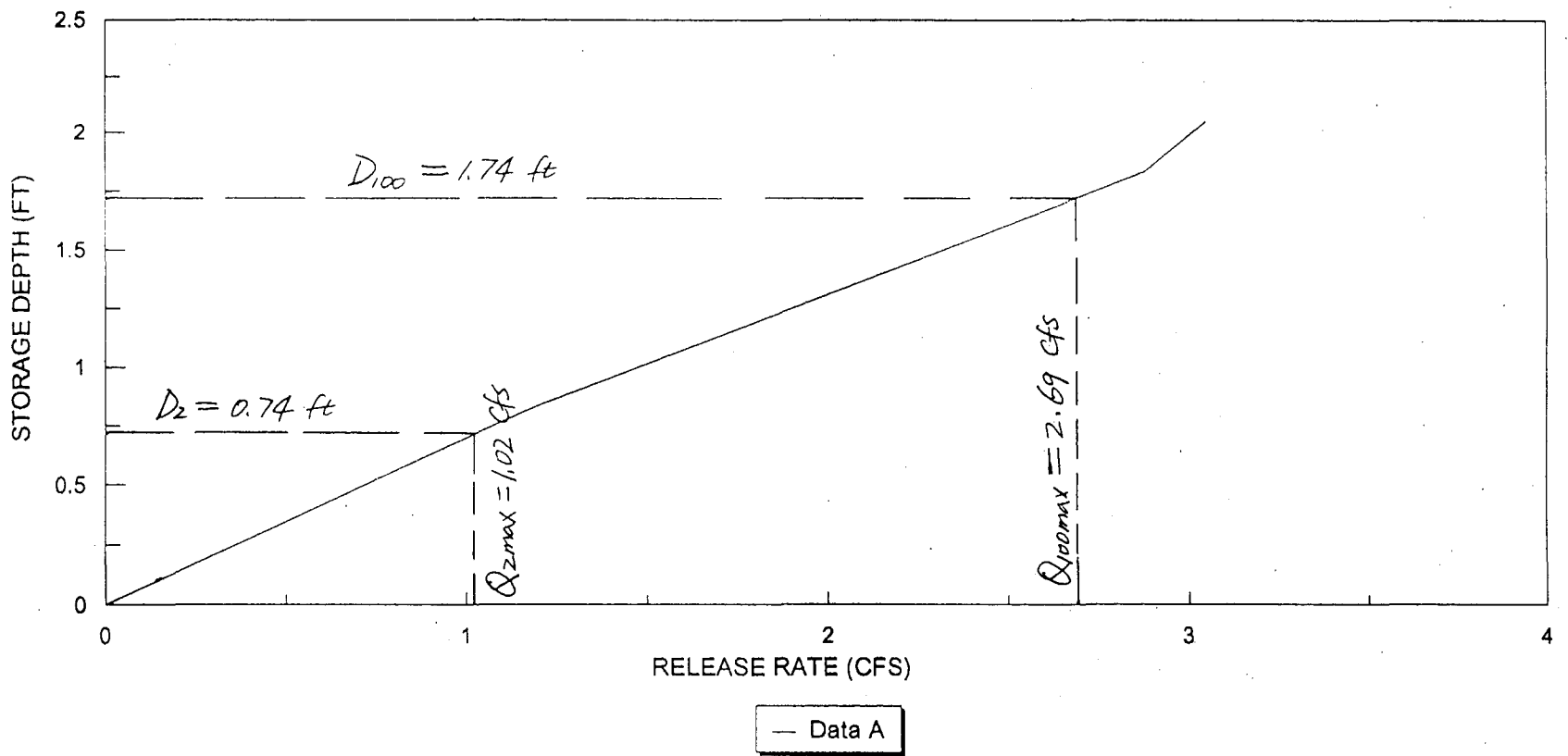


— Data A

6/26/1995

STORAGE DEPTH & RELEASE RATE RELATIONSHIP

WILLOW RIDGE SUBDIVISION



6/26/1995

SUPPLEMENT

of this soil are nearly level and low, recent alluvial material washed from higher levels has been deposited on them. The low areas occur in association with soils of the Genola series.

Included with this soil are a few areas, especially southwest of Palisade, that have been covered with recent alluvial deposits normally less than 1½ feet thick. The areas covered with these deposits of loam, fine sandy loam, or silty clay loam are underlain by the clay loam subsoil typical of the Hinman series. They are included because they cover a small total area and have slight effect on agriculture.

Use and management.—Nearly 95 percent of this soil is cultivated. Of this, less than 17 percent is used for orchard fruits, mainly peaches. About 370 acres of this soil southwest of Palisade is well situated climatically and is almost entirely in peaches. This contrasts with the remaining area (about 2,320 acres), of which only 4.7 percent is in orchard fruits.

Tame hay—alfalfa and red clover—probably ranks first in acreage. Corn, orchard crops, pinto beans, small grains, and truck crops usually follow in the order named. The acreage in field crops fluctuates considerably according to market conditions. Truck crops consist largely of tomatoes for canning, melons, cantaloups, and minor acreages of other vegetables. The soil is well suited to sugar beets, but only a few small areas were in this crop when the survey was in progress.

Growing of clovers and alfalfa, use of methods to control erosion, and practice of other good management should keep this soil productive indefinitely.

~~Hinman clay loam, 2 to 5 percent slopes (Hc).~~—This soil differs from Hinman clay loam, 0 to 2 percent slopes, mainly in having greater slopes. It is closely associated with Hinman clay loam, 0 to 2 percent slopes, and Mesa clay loam, 0 to 2 percent slopes, on the high terrace south of the Colorado River. It varies in depth to shale. On the higher positions southeast of Grand Junction the soil probably ranges from 6 to 10 feet deep, instead of the 10 to 15 feet or more for Hinman clay loam, 0 to 2 percent slopes. Little of the soil is affected by salts.

Use and management.—About 80 percent of this soil is cultivated, and of this approximately 17 percent is in orchard fruits. The chief field crops are alfalfa, corn, beans, and small grains. Smaller acreages are used for truck and garden crops. The productivity of this soil differs very little from that of Hinman clay loam, 0 to 2 percent slopes, but good soil management and careful irrigation are necessary to control erosion.

Mack clay loam, 0 to 2 percent slopes (MA).—Areas of this soil occur on the highest mesa in the Grand Valley. They begin about 1 mile north of Mack and continue in the same direction for approximately 3 miles. The northern extremity of this mesa is about 90 feet above the valley floor, and, according to the United States Geological Survey, has an elevation of 4,796 feet. The general slope of the mesa is southward.

This soil resembles the Mesa soils on Orchard Mesa in most respects except parent material. It has developed on old alluvial sediments derived from fine-grained sandstone and shale, with which semi-

rounded sandstone rocks have been mixed at the levels of the lower subsoil and substratum. The Mesa soils, in contrast, developed on alluvial sediments derived not only from sandstone and shale but also from igneous and mixed igneous rock materials, and, furthermore, are underlain by a thick porous substratum of rounded cobblestones and gravel. This Mack soil differs from Fruita clay loam, 0 to 2 percent slopes, in having a predominantly redder surface soil and a thicker subsoil that contains more lime.

The surface 8 or 10 inches, consisting of a light-brown to light reddish-brown calcareous clay loam, grades into light-brown to light reddish-brown clay loam, which shows some very pale-brown to pinkish-white limy spots at depths of 12 to 16 inches. At depths of 16 to 34 inches the clay loam is splotted and spotted, which indicates a high concentration of lime. The lower subsoil, at depths of 34 to 60 inches, consists of nearly white, friable, very strongly calcareous loam. This layer contains soft, partly disintegrated sandstone fragments, sandstone rocks, and sandstone boulders. The stoniness increases with depth. The underlying Mancos shale lies at depths ranging from 6 to 10 feet.

This soil has a low organic-matter content, but the surface soil is friable when moist, and the subsoil is friable and moderately permeable. This assures good moisture relations, medium internal drainage, and moderate permeability to plant roots. The uncultivated part, about 100 acres, would require pumps to elevate irrigation water. At the highest northern part, water would have to be lifted 80 or 90 feet.

Use and management.—The principal crops are corn, alfalfa, and pinto beans. A few peaches are grown, but tree fruits are not so well protected from frost as on the Redlands, Orchard Mesa, and the Vinelands. The soil is suited to a wide range of crops, or about the same crops as the Mesa and Fruita soils. The various crops yield about the same as on the Fruita soils.

~~Mayfield shaly clay loam, 2 to 5 percent slopes (Msb).~~—This inextensive soil borders the mountainous land north, northwest, east, and northeast of Palisade. From place to place the soil varies considerably in color, texture, slope, and depth to the underlying shale. The main areas have gentle slopes ranging from 2 to 5 percent.

North and northwest of Palisade the soil largely consists of a 10- or 12-inch surface layer of light yellowish-brown, pale-brown, or light olive-gray shaly clay loam that lies on successive layers of alluvium reaching to depths of 4 to 8 feet. A narrow area of 40 acres that borders the bluffs northwest of Palisade, however, is 2 to 4 feet deep to shale. The underlying alluvial accumulations are similar to the surface layer in color but are extremely variable in thickness and texture. Layers of loam, fine sandy loam, and loamy sand are represented, as well as thin accumulations of silt or silty clay loam. The layers are moderately shaly to very shaly and contain angular fragments of sandstone and shale. Along the upper slopes bordering the Government High Line Canal, the soil material contains moderate to fairly abundant quantities of flat to angular sandstone fragments. These fragments diminish in size and quantity toward the lower boundary of the soil area. The larger stones have been removed.

East and northeast of Palisade this soil commonly has a fine sandy loam texture and does not contain as many small, angular stones.

ments of sandstone. Variation in the various alluvial layers is apparent, but not so pronounced as in the areas north of Palisade. Several peach orchards bordering the bluffs east of Palisade contain sandstone boulders 5 to 15 feet in diameter. Most of the smaller rocks and boulders have been removed from these orchards. About 30 acres northeast of Palisade has slopes of 5 to 10 percent.

Considering this soil as a whole, it is moderately permeable to plant roots, air, and moisture but low in water-holding capacity. The successive soil layers are friable and moderately calcareous.

Use and management.—Practically all of this soil lying below the irrigation canals is cultivated. About 99 percent of it is in peaches. In a few places where shale is within 4 or 5 feet of the surface, the trees are not uniform in size, and some have had to be replaced. Although yields generally compare favorably with those from the Ravola soils, the average yield is lower. Considering the favorable climate, peach growing is one of the best uses for this soil.

Mesa clay loam, 0 to 2 percent slopes (Mc).—This soil occupies a former flood plain or high terrace immediately south of the Colorado River. It is largely derived from acid igneous soil-forming materials the streams have brought down from a higher watershed.

In cultivated fields the 8- or 10-inch surface soil consists of very pale-brown, pale-brown, or light-brown calcareous clay loam. It merges with a reddish-yellow to light reddish-brown calcareous clay loam showing white or pinkish-white segregations of lime. Below depths of 12 to 14 inches, the reddish-yellow to light-brown clay loam exhibits numerous white streaks or splotches that have a comparatively vertical or jagged outline along road cuts. A few scattered cobbles and pieces of gravel are common. Beginning at depths of 3 or 4 feet or in places below 6 or 7 feet, about 40 to 50 percent of the soil mass is made up of pieces of gravel, cobbles, and stones derived largely from granite and basalt but to some extent from lava and sandstone. Most of the sandstone is crumbly or partly disintegrated. Mancos shale underlies the gravel-and-cobble substratum in most places at depths below 8 to 12 feet. In some places, however, the shale may be as near the surface as 4 or 5 feet, and in others as far down as 20 feet.

The high lime content of this soil doubtless offers some resistance to penetration of water and plant roots but the entire profile is friable when moist. Judging from many orchards and alfalfa fields, its permeability to deep-rooted crops is sufficient to permit healthy and vigorous plant growth. Underdrainage is adequate; harmful concentrations of salt are negligible.

Because a considerable part of this soil consists of material washed from higher places, the depth to the noticeably lime-splotched zone is variable. Generally, however, the depth ranges from 1½ to 3 feet. Leveling of the soil also accounts for part of the variation in depth to lime splotching. On the whole, the variations in depth to lime have little, if any, agricultural significance.

Use and management.—About 97 percent of this soil is cultivated. It is highly productive and much of it is well-suited to fruit growing. At least 40 percent of the acreage is in orchard fruits, mainly peaches. About 20 percent is in alfalfa, 15 percent in corn, 10 percent in beans, and 8 percent in truck crops, including cantaloups, melons, and tomatoes. The rest is used for small grains and other field crops.

These percentages show the relative importance of the various kinds of crops, though the area used for field crops fluctuates from year to year.

Many of the orchards have been planted in the past 15 years. If well cared for and not severely injured by low temperatures, they should give good yields until the trees reach 30 or 40 years of age. A few orchards more than 50 years old are still producing good yields. The areas having the best climatic location for orchard crops begin south and southeast of Palisade and extend 5 or 6 miles southwestward. Under practices designed to increase the organic-matter content and to control erosion, this soil should remain productive indefinitely.

Mesa clay loam, 2 to 5 percent slopes (Md).—Except for its greater slope and the appearance of lime splotches nearer the surface, this soil is very similar to Mesa clay loam, 0 to 2 percent slopes. The lime splotches normally are 10 or 15 inches from the surface. Small quantities of gravel and cobblestones strewn over the surface in most places indicate that there is a slight continuous removal of the surface soil by sheet erosion. Tilt and workability are good. In most places the soil is underlain by shale at depths of 6 to 20 feet.

Use and management.—The area of this soil occurring below the irrigation canals is about 87 percent under cultivation. It is a productive soil, and practically all field crops of the area can be grown successfully. About 32 percent of the acreage is in orchard fruits, mainly peaches but also some sweet cherries and pears. The fairly large percentage in orchard fruits is accounted for mainly by several rather large areas south and southwest of Palisade that are within a climatic zone well suited to tree fruits. Not including these specialized fruit areas, the proportion of the soil in various crops is about the same as for Mesa clay loam, 0 to 2 percent slopes. Yields are also about the same, but in a few small areas shale occurs at depths of 3½ to 4 feet and yields from deep-rooted crops such as orchard fruits and alfalfa may be slightly lower over a period of years.

If erosion is controlled and the soil is planted to legumes to build up its supply of organic matter, it should be productive indefinitely. In some fields the content of organic matter already has decreased appreciably from that in the virgin soil.

A few small areas (about 12 acres) of this soil located just below Orchard Mesa irrigation canal No. 2 are not suited to deep-rooted field crops or tree fruits. In these areas, Mancos shale is at depths between 2 and 3½ feet and the soil does not have a porous gravelly layer over this shale. Beans, wheat, barley, and oats probably are as suited to these areas as any other crops that could be selected.

~~gravelly clay loam, 2 to 5 percent slopes (Md).~~ This soil is derived from old alluvium deposited on Orchard Mesa. The alluvium consists mainly of materials weathered from acid igneous and mixed igneous rocks, largely granite and basalt, but includes smaller quantities of material from sandstone and shale. The alluvial mantle, for the most part, ranges from 5 to 8 feet deep but it is deeper in places.

The 8- or 10-inch surface soil in cultivated fields is light brown when dry and brown when moist; its organic-matter content is very low. The subsurface layer is light-brown or pale-brown clay loam containing a considerable amount of cobblestones, rounded pieces of gravel, and

chert fragments. Beginning at depths below 12 to 14 inches the subsoil is very pale brown to reddish yellow and shows a considerable amount of white lime splotching. Lime encrustations appear on the lower sides of the pieces of gravel, cobblestones, and stones that make up about 50 percent of the soil mass. In some places the cobbly material is more abundant than the gravelly, but in others smaller cobblestones and gravel are more abundant. In a few places the subsoil material is weakly cemented into a semihardpan. Generally, however, it is permeable enough to permit the downward growth of deep-rooted plants.

Surface runoff is medium, and underdrainage is adequate. The excess of gravel, cobblestones, and stones makes workability less favorable than on Mesa clay loam soils. Saline areas occur only in a very few places bordering shale soils.

Included with this soil are areas totaling about 30 acres that have slopes of less than 2 percent but are not appreciably different in tilth, workability, and crop yields. These areas occur 1 to 1½ miles south-east of Grand Junction, in the northeast quarter of section 25, and the northwest quarter of section 30, range 1 west, township 1, south.

Use and management.—Nearly 77 percent of Mesa gravelly clay loam, 2 to 5 percent slopes, is cultivated. Of the cultivated area, 14 percent is used for orchard fruits, mostly peaches but also cherries, apricots, pears, and plums. Alfalfa far surpasses fruit as the principal crop. Lesser crops, in order of their importance, are corn, pinto beans, small grains, and truck crops.

Crop yields on this soil do not average so high as on Mesa clay loam, 2 to 5 percent slopes, probably because of the excess gravel, cobbles, and stones. Orchard fruits and alfalfa produce fairly well. As is true for other soils in the eastern part of Orchard Mesa, this soil is widely used for peach orchards because it is in an area where the climate is favorable.

Mesa gravelly clay loam, 5 to 10 percent slopes (M_F).—This soil occurs principally on terrace slopes or escarpments. Several areas of it are on the outliers, or edges, of three benches that front the broader part of the terrace southeast of Grand Junction. Scattered areas begin about 4 miles west of Grand Junction and extend nearly to the eastern limit of Orchard Mesa. A small belt also occurs north of the Colorado River, 1½ miles southwest of Palisade.

Except for its greater slope, this soil closely resembles Mesa gravelly clay loam, 2 to 5 percent slopes. Its workability is somewhat less favorable, however, as it is more gravelly and cobbly. Harmful concentrations of salts are negligible.

Use and management.—About 62 percent of this soil is cultivated. Most of the cultivated acreage is used for orchard fruits, chiefly peaches. The trees, particularly the older ones, are not quite so vigorous or so uniform in size as those on Mesa clay loam soils. The fruit is more highly colored, and this somewhat offsets the lower average yield. Probably, however, the trees may not live so long on this soil as on the deeper Mesa clay loam soils.

Alfalfa, corn, and beans are the chief field crops on areas not climatically well suited to orchard fruits. Smaller acreages are in tomatoes, melons, grapes, and other truck crops.

The soil is not so productive as the Mesa clay loams, because the excess gravel, cobbles, and stones in the surface soil and throughout

the profile reduce the moisture-holding capacity. Painstaking application of irrigation water, with special care in regulating rate of flow, is required to prevent unnecessary loss of surface soil. Otherwise, workability becomes increasingly difficult as the finer material washes away and leaves the coarse material behind. Some farmers already have spent considerable time and money in removing cobbles and stones brought up in plowing.

Mesa gravelly clay loam, moderately deep, 2 to 5 percent slopes (M_G).—Except for moderate depth to shale, this inextensive soil is essentially the same as Mesa gravelly clay loam, 2 to 5 percent slopes. Its tilth and workability are similar to but less favorable than for the Mesa clay loam soils. The soil is adequate for shallow-rooted plants, but its moderate depth to shale (2 to 4 feet) does not provide the root zone needed for best results in growing alfalfa and orchard fruits. Both crops yield less on this soil, and orchard trees do not live so long. The soil is low in organic matter. About 30 percent of it is under cultivation, and of this approximately 12 percent is used for orchard fruits.

Mesa gravelly clay loam, moderately deep, 5 to 10 percent slopes (M_H).—This soil is associated with other Mesa soils but generally lies at higher level where the original alluvial deposits were thinner. Aside from having a thinner mantle overlying Mancos shale, the soil differs little from Mesa gravelly clay loam, 5 to 10 percent slopes. The principal areas are scattered over Orchard Mesa from southwest of Palisade to southwest of Grand Junction.

The soil is gravelly and cobbly; hence, its water-holding capacity is low. Some places, however, are seepy because water from Orchard Mesa Canal No. 2 passes through and over the underlying shale. Erosion continues to remove the soil mantle; the soil is becoming thinner and more cobbly all the time.

Use and management.—Only about 15 percent of the soil area below Orchard Mesa Canal No. 2 is cultivated. Several areas are in the climatic zone south and southwest of Palisade that favors fruit growing. About 10 percent of the soil in this location is in orchards.

The underlying shale material restricts growth of deep-rooted plants, so this soil is not well suited to orchard fruits or alfalfa. Other crops respond fairly well, though not so well as on the deeper Mesa gravelly clay loams. Peach trees are apparently healthy when young, but they probably do not live so long as those on the deeper Mesa soils. If it is economically feasible, this soil is best used for irrigated pasture most of the time.

Naples clay loam, 0 to 2 percent slopes (N_A).—This soil occurs in association with Naples fine sandy loam, 0 to 2 percent slopes, in low positions on the alluvial fan. The alluvial parent material, derived from sandstone and shale and 6 feet or more deep in most places, has been deposited on soils of the river flood plain.

The surface 10 or 12 inches consists of light-brown, slightly hard, light clay loam. The subsoil consists of layers of light-brown loam, fine sandy loam, and very pale-brown loamy fine sand. The thickness and arrangement of these subsoil layers vary from place to place. The soil is calcareous, though no lime is visible in the profile.

5. **Hydrologic Soil Group** In addition to values being listed by ARC classification, they are also listed according to a hydrologic soil group (HSG). Infiltration varies considerably with soil type, and the difference is accounted for by selecting a CN value under the appropriate soil type. The four HSGs are defined by SCS TR-55 as follows:

Group A soils have low runoff potential and high infiltration rates even when thoroughly wetted. They consist chiefly of deep, well to excessively drained sands or gravels and have a high rate of water transmission (greater than 0.30 in/hr).

Group B soils have moderate infiltration rates when thoroughly wetted and consist chiefly of moderately deep to deep, moderately well to well-drained soils with moderately fine to moderately coarse textures. These soils have a moderate rate of water transmission (0.15-0.30 in/hr).

Group C soils have low infiltration rates when thoroughly wetted and consist chiefly of soils with a layer that impedes downward movement of water and soils with moderately fine to fine texture. These soils have a low rate of water transmission (0.05-0.15 in/hr).

Group D soils have high runoff potential. They have low infiltration rates when thoroughly wetted and consist chiefly of clay soils with a permanent high water table, soils with a claypan or clay layer at or near the surface, and shallow soils over nearly impervious material. These soils have a very low rate of water transmission (0.-0.05 in/hr).

The SCS has published Soil Surveys for most areas, which map out soil "names" along with hydraulic properties allowing one to classify the HSG. Most soil surveys already contain a listing of the HSG, however. Another source that classifies the HSG once the soil "name" is known is the SCS TR-55 or NEH-4 (SCS 1972 & 1986).

In initial selection of the Hydrologic Soil Group (A, B, C, or D), care should be taken in matching soil profile conditions. Hydrologic Soil Groups (HSGs) taken from SCS Soil Surveys generally consider the profile to a depth to 60 inches, which is adequate. But they only reflect information found at the time of the survey. Earthwork in the area may have changed conditions, and there may have been changes in groundwater levels as well. These should be considered.

Some areas may not be mapped by an SCS Soil Survey. HSG must be selected by other general descriptions such as those summarized below.

HSG Soil textures

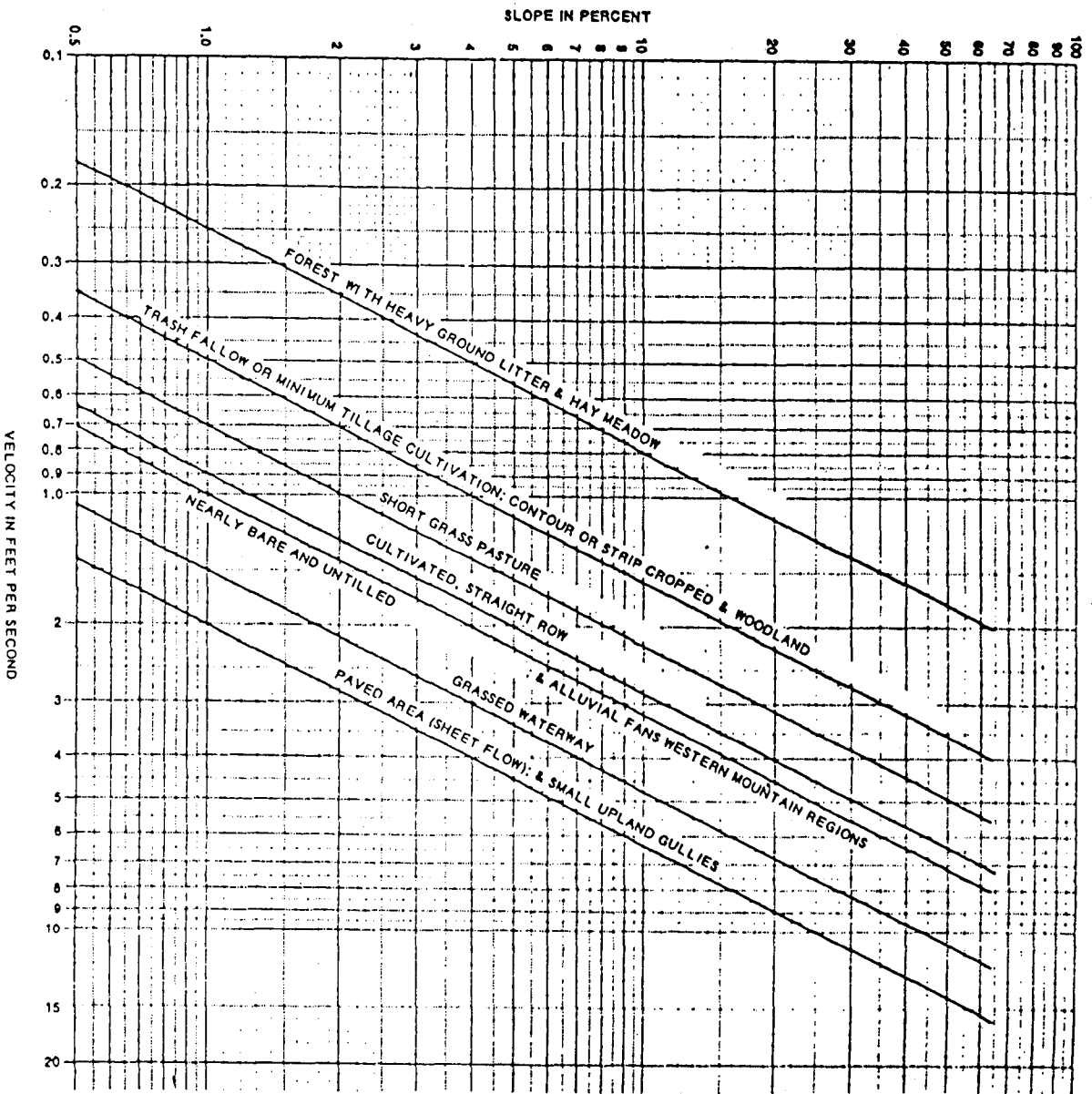
- A Sand, loamy sand, or sandy loam
- B Silt loam or loam
- C Sandy clay loam
- D Clay loam, silty clay loam, sandy clay, silty clay, or clay

REFERENCES

TABLE "A-1"
INTENSITY-DURATION-FREQUENCY (IDF) TABLE

Time (min)	2-Year Intensity (in/hr)	100-Year Intensity (in/hr)	Time (min)	2-Year Intensity (in/hr)	100-Year Intensity (in/hr)
5	1.95	4.95	33	0.83	2.15
6	1.83	4.65	34	0.82	2.12
7	1.74	4.40	35	0.81	2.09
8	1.66	4.19	36	0.80	2.06
9	1.59	3.99	37	0.79	2.03
10	1.52	3.80	38	0.78	2.00
11	1.46	3.66	39	0.77	1.97
12	1.41	3.54	40	0.76	1.94
13	1.36	3.43	41	0.75	1.91
14	1.32	3.33	42	0.74	1.88
15	1.28	3.24	43	0.73	1.85
16	1.24	3.15	44	0.72	1.82
17	1.21	3.07	45	0.71	1.79
18	1.17	2.99	46	0.70	1.76
19	1.14	2.91	47	0.69	1.73
20	1.11	2.84	48	0.68	1.70
21	1.08	2.77	49	0.67	1.67
22	1.05	2.70	50	0.66	1.64
23	1.02	2.63	51	0.65	1.61
24	1.00	2.57	52	0.64	1.59
25	0.98	2.51	53	0.63	1.57
26	0.96	2.46	54	0.62	1.55
27	0.94	2.41	55	0.61	1.53
28	0.92	2.36	56	0.60	1.51
29	0.90	2.31	57	0.59	1.49
30	0.88	2.27	58	0.58	1.47
31	0.86	2.23	59	0.57	1.45
32	0.84	2.19	60	0.56	1.43

Source: Mesa County 1991



DETERMINATION OF "Ts"

FIGURE "E-3"

LAND USE OR SURFACE CHARACTERISTICS	SCS HYDROLOGIC SOIL GROUP (SEE APPENDIX "C" FOR DESCRIPTIONS)											
	A			B			C			D		
	0-2%	2-6%	6%+	0-2%	2-6%	6%+	0-2%	2-6%	6%+	0-2%	2-6%	6%+
UNDEVELOPED AREAS												
Bare ground	.10 - .20 .14 - .24	.16 - .26 .22 - .32	.25 - .35 .30 - .40	.14 - .22 .20 - .28	.22 - .30 .28 - .36	.30 - .38 .37 - .45	.20 - .28 .26 - .34	.28 - .36 .35 - .43	.36 - .44 .40 - .48	.24 - .32 .30 - .38	.30 - .38 .40 - .48	.40 - .48 .50 - .58
Cultivated/Agricultural	.08 - .18 .14 - .24	.13 - .23 .18 - .28	.16 - .26 .22 - .32	.11 - .19 .16 - .24	.15 - .23 .21 - .29	.21 - .29 .28 - .36	.14 - .22 .20 - .28	.19 - .27 .25 - .33	.26 - .34 .34 - .42	.18 - .26 .24 - .32	.23 - .31 .29 - .37	.31 - .39 .41 - .49
Pasture	.12 - .22 .15 - .25	.20 - .30 .25 - .35	.30 - .40 .37 - .47	.18 - .26 .23 - .31	.28 - .36 .34 - .42	.37 - .45 .45 - .53	.24 - .32 .30 - .38	.34 - .42 .42 - .50	.44 - .52 .52 - .60	.30 - .38 .37 - .45	.40 - .48 .50 - .58	.50 - .58 .62 - .70
Meadow	.10 - .20 .14 - .24	.16 - .26 .22 - .32	.25 - .35 .30 - .40	.14 - .22 .20 - .28	.22 - .30 .28 - .36	.30 - .38 .37 - .45	.20 - .28 .26 - .34	.28 - .36 .35 - .43	.36 - .44 .44 - .52	.24 - .32 .30 - .38	.30 - .38 .40 - .48	.40 - .48 .50 - .58
Forest	.05 - .15 .08 - .18	.08 - .18 .11 - .21	.11 - .21 .14 - .24	.08 - .16 .10 - .18	.11 - .19 .14 - .22	.14 - .22 .18 - .26	.10 - .18 .12 - .20	.13 - .21 .16 - .24	.16 - .24 .20 - .28	.12 - .20 .15 - .23	.16 - .24 .20 - .28	.20 - .28 .25 - .33
RESIDENTIAL AREAS												
1/8 acre per unit	.40 - .50 .48 - .58	.43 - .53 .52 - .62	.46 - .56 .55 - .65	.42 - .50 .50 - .58	.45 - .53 .54 - .62	.50 - .58 .59 - .67	.45 - .53 .53 - .61	.48 - .56 .57 - .65	.53 - .61 .64 - .72	.48 - .56 .56 - .64	.51 - .59 .60 - .68	.57 - .65 .69 - .77
1/4 acre per unit	.27 - .37 .35 - .45	.31 - .41 .39 - .49	.34 - .44 .42 - .52	.29 - .37 .38 - .46	.34 - .42 .42 - .50	.38 - .46 .47 - .55	.32 - .40 .41 - .49	.36 - .44 .45 - .53	.41 - .49 .52 - .60	.35 - .43 .43 - .51	.39 - .47 .47 - .55	.45 - .53 .57 - .65
1/3 acre per unit	.22 - .32 .31 - .41	.26 - .36 .35 - .45	.29 - .39 .38 - .48	.25 - .33 .33 - .41	.29 - .37 .38 - .46	.33 - .41 .42 - .50	.28 - .36 .36 - .44	.32 - .40 .41 - .49	.37 - .45 .48 - .56	.31 - .39 .39 - .47	.35 - .43 .43 - .51	.42 - .50 .53 - .61
1/2 acre per unit	.16 - .26 .25 - .35	.20 - .30 .29 - .39	.24 - .34 .32 - .42	.19 - .27 .28 - .36	.23 - .31 .32 - .40	.28 - .36 .36 - .44	.22 - .30 .31 - .39	.27 - .35 .35 - .43	.32 - .40 .42 - .50	.26 - .34 .34 - .42	.30 - .38 .38 - .46	.37 - .45 .48 - .56
1 acre per unit	.14 - .24 .22 - .32	.19 - .29 .26 - .36	.22 - .32 .29 - .39	.17 - .25 .24 - .32	.21 - .29 .28 - .36	.26 - .34 .34 - .42	.20 - .28 .28 - .36	.25 - .33 .32 - .40	.31 - .39 .40 - .48	.24 - .32 .31 - .39	.29 - .37 .35 - .43	.35 - .43 .46 - .54
MISC. SURFACES												
Pavement and roofs	.93 .95	.94 .96	.95 .97	.93 .95	.94 .96	.95 .97	.93 .95	.94 .96	.95 .97	.93 .95	.94 .96	.95 .97
Traffic areas (soil and gravel)	.55 - .65 .65 - .70	.60 - .70 .70 - .75	.64 - .74 .74 - .79	.60 - .68 .68 - .76	.64 - .72 .72 - .80	.67 - .75 .75 - .83	.64 - .72 .72 - .80	.67 - .75 .75 - .83	.69 - .77 .77 - .85	.72 - .80 .79 - .87	.75 - .83 .82 - .90	.77 - .85 .84 - .92
Green landscaping (lawns, parks)	.10 - .20 .14 - .24	.16 - .26 .22 - .32	.25 - .35 .30 - .40	.14 - .22 .20 - .28	.22 - .30 .28 - .36	.30 - .38 .37 - .45	.20 - .28 .26 - .34	.28 - .36 .35 - .43	.36 - .44 .42 - .52	.24 - .32 .30 - .38	.30 - .38 .40 - .48	.40 - .48 .50 - .58
Non-green and gravel landscaping	.30 - .40 .34 - .44	.36 - .46 .42 - .52	.45 - .55 .50 - .60	.45 - .55 .50 - .60	.42 - .50 .48 - .56	.50 - .58 .57 - .65	.40 - .48 .46 - .54	.48 - .56 .55 - .63	.56 - .64 .64 - .72	.44 - .52 .50 - .58	.50 - .58 .60 - .68	.60 - .68 .70 - .78
Cemeteries, playgrounds	.20 - .30 .24 - .34	.26 - .36 .32 - .42	.35 - .45 .40 - .50	.35 - .45 .40 - .50	.32 - .40 .38 - .46	.40 - .48 .47 - .55	.30 - .38 .36 - .44	.38 - .44 .45 - .53	.46 - .54 .54 - .62	.34 - .42 .40 - .48	.40 - .48 .50 - .58	.50 - .58 .60 - .68
NOTES:	<p>1. Values above and below pertain to the 2-year and 100-year storms, respectively.</p> <p>2. The range of values provided allows for engineering judgement of site conditions such as basic shape, homogeneity of surface type, surface depression storage, and storm duration. In general, during shorter duration storms (Tc ≤ 10 minutes), infiltration capacity is higher, allowing use of a "C" value in the low range. Conversely, for longer duration storms (Tc > 30 minutes), use a "C" value in the higher range.</p> <p>3. For residential development at less than 1/8 acre per unit or greater than 1 acre per unit, and also for commercial and industrial areas, use values under MISC SURFACES to estimate "C" value ranges for use.</p>											

RATIONAL METHOD RUNOFF COEFFICIENTS
(Modified from Table 4, UC-Davis, which appears to be a modification of work done by Rawls)

TABLE "B-1"

ROAD TYPE	COMBINATION INLET CAPACITY (CFS)					
	SINGLE		DOUBLE		TRIPLE	
	2-YR	100-YR	2-YR	100-YR	2-YR	100-YR
Urban Residential (local)	6.4	13	9.5	22	12.7	31
Residential Collector, Commercial and Industrial Streets	3.2	13	4.9	22	6.5	31
Collector Streets (3000 - 8000 ADT)	2.7	13	4.0	22	5.3	31
Principal and Minor Arterials	6.0	13	9.0	22	12.0	31
<p>Inlet capacities shown above are based upon: 1) use of non-curved vane grates (similar to HEC-12 P-1$\frac{3}{8}$-4 grates; 2) HEC-12 procedures; 3) clogging factors per Section VI; and 4) City/County standard inlets with 2-inch radius on curb face and type C grates. Capacities shown for 2-year storms are based upon depths allowed by maximum street inundation per Figure "G-3". The 100-year capacities are based upon a ponded depth of 1.0 foot. Note that only combination inlets are allowed in sag or sump conditions.</p>						
MAXIMUM INLET CAPACITIES: SUMP OR SAG CONDITION				TABLE "G-1"		

NOTE: THIS IS A REPRODUCTION OF TABLE I, APPENDIX A,
"DESIGN CHARTS FOR OPEN CHANNEL FLOW", (HDS #3)

	Manning's n range ¹		Manning's n range ²
I. Closed conduits:			
A. Concrete pipe.....	0.011-0.013		
B. Corrugated-metal pipe or pipe-arch:			
1. 24 by 14-in. corrugation (riveted pipe): ³			
a. Plain or fully coated.....	0.024		
b. Paved invert (range values are for 25 and 50 percent of circumference paved):			
(1) Flow full depth.....	0.021-0.018		
(2) Flow 0.8 depth.....	0.021-0.016		
(3) Flow 0.6 depth.....	0.019-0.013		
2. 6 by 2-in. corrugation (field bolted).....	0.03		
C. Vitrified clay pipe.....	0.012-0.014		
D. Cast-iron pipe, uncoated.....	0.013		
E. Steel pipe.....	0.009-0.011		
F. Brick.....	0.014-0.017		
G. Monolithic concrete:			
1. Wood forms, rough.....	0.015-0.017		
2. Wood forms, smooth.....	0.012-0.014		
3. Steel forms.....	0.012-0.013		
H. Cemented rubble masonry walls:			
1. Concrete floor and top.....	0.017-0.022		
2. Natural floor.....	0.019-0.025		
I. Laminated treated wood.....	0.015-0.017		
J. Vitrified clay liner plates.....	0.015		
II. Open channels, lined⁴ (straight alignment):⁴			
A. Concrete, with surfaces as indicated:			
1. Formed, no finish.....	0.013-0.017		
2. Trowel finish.....	0.012-0.014		
3. Float finish.....	0.013-0.016		
4. Float finish, some gravel on bottom.....	0.015-0.017		
5. Gunite, good section.....	0.016-0.019		
6. Gunite, wavy section.....	0.018-0.022		
B. Concrete, bottom float finished, sides as indicated:			
1. Dressed stone in mortar.....	0.015-0.017		
2. Random stone in mortar.....	0.017-0.020		
3. Cement rubble masonry.....	0.020-0.025		
4. Cement rubble masonry, plastered.....	0.016-0.020		
5. Dry rubble (riprap).....	0.020-0.030		
C. Gravel bottom, sides as indicated:			
1. Formed concrete.....	0.017-0.020		
2. Random stone in mortar.....	0.020-0.023		
3. Dry rubble (riprap).....	0.023-0.033		
D. Brick.....	0.014-0.017		
E. Asphalt:			
1. Smooth.....	0.013		
2. Rough.....	0.016		
F. Wood, planed, clean.....	0.011-0.013		
G. Concrete-lined excavated rock:			
1. Good section.....	0.017-0.020		
2. Irregular section.....	0.022-0.027		
III. Open channels, excavated⁴ (straight alignment,⁴ natural lining):			
A. Earth, uniform section:			
1. Clean, recently completed.....	0.016-0.018		
2. Clean, after weathering.....	0.018-0.020		
3. With short grass, few weeds.....	0.022-0.027		
4. In gravelly soil, uniform section, clean.....	0.022-0.025		
B. Earth, fairly uniform section:			
1. No vegetation.....	0.022-0.025		
2. Grass, some weeds.....	0.025-0.030		
3. Dense weeds or aquatic plants in deep channels.....	0.030-0.035		
4. Sides clean, gravel bottom.....	0.025-0.030		
5. Sides clean, cobble bottom.....	0.030-0.040		
C. Dragline excavated or dredged:			
1. No vegetation.....	0.028-0.033		
2. Light brush on banks.....	0.035-0.050		
D. Rock:			
1. Based on design section.....	0.035		
2. Based on actual mean section:			
a. Smooth and uniform.....	0.035-0.040		
b. Jagged and irregular.....	0.040-0.045		
E. Channels not maintained, weeds and brush uncut:			
1. Dense weeds, high as flow depth.....	0.06-0.12		
2. Clean bottom, brush on sides.....	0.05-0.08		
3. Clean bottom, brush on sides, highest stage of flow.....	0.07-0.11		
4. Dense brush, high stage.....	0.10-0.14		
IV. Highway channels and swales with maintained vegetation^{4,7} (values shown are for velocities of 2 and 6 f.p.s.):			
A. Depth of flow up to 0.7 foot:			
1. Bermudagrass, Kentucky bluegrass, buffalograss:			
a. Mowed to 2 inches.....	0.07-0.048		
b. Length 4-6 inches.....	0.09-0.05		
2. Good stand, any grass:			
a. Length about 12 inches.....	0.18-0.09		
b. Length about 24 inches.....	0.30-0.15		
3. Fair stand, any grass:			
a. Length about 12 inches.....	0.14-0.08		
b. Length about 24 inches.....	0.25-0.13		
B. Depth of flow 0.7-1.5 feet:			
1. Bermudagrass, Kentucky bluegrass, buffalograss:			
a. Mowed to 2 inches.....	0.05-0.035		
b. Length 4 to 6 inches.....	0.06-0.04		
2. Good stand, any grass:			
a. Length about 12 inches.....	0.12-0.07		
b. Length about 24 inches.....	0.20-0.10		
3. Fair stand, any grass:			
a. Length about 12 inches.....	0.10-0.06		
b. Length about 24 inches.....	0.17-0.09		
V. Street and expressway gutters:			
A. Concrete gutter, troweled finish.....			
	0.012		
B. Asphalt pavement:			
1. Smooth texture.....	0.013		
2. Rough texture.....	0.016		
C. Concrete gutter with asphalt pavement:			
1. Smooth.....	0.013		
2. Rough.....	0.015		
D. Concrete pavement:			
1. Float finish.....	0.014		
2. Broom finish.....	0.016		
E. For gutters with small slope, where sediment may accumulate, increase above values of n by.....			
	0.002		
VI. Natural stream channels:⁸			
A. Minor streams⁹ (surface width at flood stage less than 100 ft.):			
1. Fairly regular section:			
a. Some grass and weeds, little or no brush.....	0.030-0.035		
b. Dense growth of weeds, depth of flow materially greater than weed height.....	0.035-0.05		
c. Some weeds, light brush on banks.....	0.035-0.05		
d. Some weeds, heavy brush on banks.....	0.05-0.07		
e. Some weeds, dense willows on banks.....	0.06-0.08		
f. For trees within channel, with branches submerged at high stage, increase all above values by.....	0.01-0.02		
2. Irregular sections, with pools, slight channel meander; increase values given in 1-a about.....			
	0.01-0.02		
3. Mountain streams, no vegetation in channel, banks usually steep, trees and brush along banks submerged at high stage:			
a. Bottom of gravel, cobbles, and few boulders.....	0.04-0.05		
b. Bottom of cobbles, with large boulders.....	0.05-0.07		
B. Flood plains (adjacent to natural streams):			
1. Pasture, no brush:			
a. Short grass.....	0.030-0.035		
b. High grass.....	0.035-0.05		
2. Cultivated areas:			
a. No crop.....	0.03-0.04		
b. Mature row crops.....	0.035-0.045		
c. Mature field crops.....	0.04-0.05		
3. Heavy weeds, scattered brush.....			
	0.05-0.07		
4. Light brush and trees: ¹⁰			
a. Winter.....	0.05-0.06		
b. Summer.....	0.06-0.08		
5. Medium to dense brush: ¹¹			
a. Winter.....	0.07-0.11		
b. Summer.....	0.10-0.16		
6. Dense willows, summer, not bent over by current.....			
	0.15-0.20		
7. Cleared land with tree stumps, 100-150 per acre:			
a. No sprouts.....	0.04-0.05		
b. With heavy growth of sprouts.....	0.06-0.08		
8. Heavy stand of timber, a few down trees, little undergrowth:			
a. Flood depth below branches.....	0.10-0.12		
b. Flood depth reaches branches.....	0.12-0.16		
C. Major streams (surface width at flood stage more than 100 ft.): Roughness coefficient is usually less than for minor streams of similar description on account of less effective resistance offered by irregular banks or vegetation on banks. Values of n may be somewhat reduced. Follow recommendation in publication cited. ⁴ If possible. The value of n for larger streams of most regular section, with no boulders or brush, may be in the range of.....			
	0.028-0.033		

TYPICAL MANNING "n" VALUES

TABLE "F-1a"

SUBSURFACE SOILS EXPLORATION

Willow Ridge Subdivision

Grand Junction, CO

Prepared For:

Design Affiliates, LCC
2960 Regis Drive
Boulder, CO 80303

Prepared By:

LINCOLN-DeVORE, INC.
1441 Motor Street
Grand Junction, CO 81505

August 29, 1994

Lincoln DeVore, Inc.
Geotechnical Consultants
1441 Motor St.
Grand Junction, CO 81505

TEL: (303) 242-8968
FAX: (303) 242-1561

August 29, 1994

Design Affiliates, LCC
2690 Regis Drive
Boulder, CO 80303

Re: SUBSURFACE SOILS EXPLORATION
Willow Ridge Subdivision
Fruita, CO

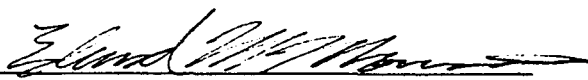
Dear Sir:

Transmitted herein are the results of a Subsurface Soils Exploration for the proposed Old Villas West Residential Subdivision, located in the Redlands area of Grand Junction, CO.

If you have any questions after reviewing this report, please feel free to contact this office at any time. This opportunity to provide Geotechnical Engineering services is sincerely appreciated.

Respectfully submitted,

LINCOLN-DeVORE, INC.

By: 
Edward M. Morris, E.I.T.
Western Slope Branch Manager
Grand Junction, Office

Reviewed by: _____
George D. Morris, P.E.
Colorado Springs Office

LDTL Job No. 81352-J

EMM/bh

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INTRODUCTION

PROJECT DESCRIPTION

This report presents the results of our geotechnical evaluation performed to determine the general subsurface conditions of the site applicable to construction of approximately 19 single family residences. A vicinity map is included in the Appendix of this report.

This report is the result of a field investigation and laboratory testing conducted in August of 1994 to supplement an original Subsurface Soils Investigation for the Villas West Subdivision, originally accomplished for Robert P. Gerlofs, dated March 23, 1977, Lincoln DeVore job #15268-GS.

To assist in our exploration, we were provided with a site schematic plan of the Willow Ridge Subdivision, prepared by Ciavonne and Associates of Grand Junction. The Boring Location Plan attached to this report is based on that plan provided to us.

We understand that the proposed structure will probably consist of one and two story, wood framed structures with the possibility of a full basement and concrete floor slab on grade. Lincoln DeVore has not seen a full set of building plans, but structures of this type typically develop wall loads on the order of 700-1900 plf and column loads on the order of 6-18 kips.

The characteristics of the subsurface materials encountered were evaluated with regard to the type of construction described above. Recommendations are included herein to match the described construction to the soil character-

istics found. The information contained herein may or may not be valid for other purposes. If the proposed site use is changed or types of construction proposed, other than noted herein, Lincoln DeVore should be contacted to determine if the information in this report can be used for the new construction without further field evaluations.

PROJECT SCOPE

The purpose of our exploration was to evaluate the surface and subsurface soil and geologic conditions of the site and, based on the conditions encountered, to provide recommendations pertaining to the geotechnical aspects of the site development as previously described. The conclusions and recommendations included herein are based on an analysis of the data obtained from our field explorations, laboratory testing program, and on our experience with similar soil and geologic conditions in the area.

The exploration borings accomplished in August of 1994 are to supplement the original exploration borings accomplished in 1977. The 1977 report was originally accomplished over 17 years ago, under the Geo-technical standards applicable at that time. The purpose of the 1994 borings was to determine if substantial changes in the subsurface soils or ground water conditions had occurred since the original report. In addition, laboratory testing for the possible presence of metastable soils was conducted. The original field and laboratory investigation results were utilized to produce this report, which contains recommendations appropriate to the present Geo-

technical standards, the broadening of knowledge and from recent legislation.

This report provides site specific information for the construction of a single family residential subdivision. Included in this report are recommendations regarding general site development and foundation design criteria.

The scope of our geotechnical exploration consisted of a surface reconnaissance, a geophoto study, subsurface exploration, obtaining representative samples, laboratory testing, analysis of field and laboratory data, and a review of geologic literature.

Specifically, the intent of this study is to:

1. Explore the subsurface conditions to the depth expected to be influenced by the proposed construction.
2. Evaluate by laboratory and field tests the general engineering properties of the various strata which could influence the development.
3. Define the general geology of the site including likely geologic hazards which could have an effect on site development.
4. Develop geotechnical criteria for site grading and earthwork.
5. Identify potential construction difficulties and provide recommendations concerning these problems.
6. Recommend an appropriate foundation system for the anticipated structure and develop criteria for foundation design.

FIELD EXPLORATION AND LABORATORY TESTING

A field evaluation was performed on 8-1-94 ,and consisted of a site reconnaissance by our geotechnical personnel and the drilling of 2 exploration borings. These

shallow exploration borings were drilled within the proposed building envelopes, near the locations indicated on the Boring Location Plan. The exploration borings were located to obtain a reasonably good profile of the subsurface soil conditions. All exploration borings were drilled using a CME 45V, truck mounted drill rig with continuous flight auger to depths of approximately 8 feet. Samples were taken with a thin wall Shelby Tube and by bulk methods. Logs describing the subsurface conditions are presented in the attached figures.

Laboratory tests were performed on representative soil samples to determine their relative engineering properties. Tests were performed in accordance with test methods of the American Society for Testing and Materials or other accepted standards. The results of our laboratory tests are included in this report. The in-place moisture content and the standard penetration test values are presented on the attached drilling logs.

FINDINGS

SITE DESCRIPTION

The project site is located in the Southeast Quarter of the Southeast Quarter of Section 16, Township One South, Range 1 West of the Ute Principal Meridian, Mesa County, Colorado. More specifically the site is located on the extreme East end of the Redlands, North of Broadway (Colorado highway 340) and is bordered on the North by the Redlands Power Canal and on the West by East Mayfield Drive.

The topography of the site is relatively flat, being located at the top of a small tariff/bluff which overlooks the Redlands Power Canal. The flat portion with a slight overall gradient to the East Northeast, with rather steep slopes at the bluff edge overlooking the Redlands Power Canal. The exact direction of surface runoff on this site will be controlled by the proposed construction and therefore will be variable. In general, surface runoff is expected to travel to the Redlands Power Canal drainage, eventually entering the Colorado River. Surface and subsurface drainage on this site would be described as fair to good.

On-site erosion can be a significant problem neat the bluff edge overlooking the Redlands Power Canal and the smaller bluff on the South side of the property, overlooking the bike path and Highway 340, if drainage and vegetation are not carefully controlled. Vegetation will probably be maintained in the immediate area around the building site, but special care should be taken to maintain vegetation on the steeper

slopes. We recommend that runoff from these slopes be carefully controlled to prevent erosion caused by irrigation practices, sheetwash or seepage. It may be necessary to provide culverts or drainage ways to prevent excessive erosion along steeper slopes.

GENERAL GEOLOGY AND SUBSURFACE DESCRIPTION

The geologic materials encountered under the site consist of the Dakota formation as bedrock, overlain by relatively recent Alluvial soils. The geologic and engineering properties of the materials found in our 2 shallow exploration borings will be discussed in the following sections.

The soils on this site consist of an Alluvial deposit placed by the action of the ancient Colorado River, covered with Alluvium and Coluvium transported from the hills of the Colorado National Monument to the Southwest. The upper soils are quite stratified, resulting in a layered system of Sandy Silts and Sandy Gravels and Cobbles, with thin interbedded Sand and Silt lenses, overlying the Dakota formation. Generally, the Alluvial Soils are firm, slightly moist to dry and of medium density. Soil density increases and the moisture content decreases with increasing depth. The upper one to three feet of the soil profile is generally quite dry due to surface desiccation.

The surface soils consist of a stratified sequence of very Sandy Silts and Silty Sands. These soils are quite stratified and the precise location of samples obtained in the soil profile will determine the actual laboratory classification. For purposes of this report, the majority of the soil

were considered to be very Sandy Silts with many sand strata. This soil type is designated Soil Type I for purposes of this report.

This Soil Type is classified as a very Sandy Silt (ML) of fine grain size under the Unified Classification System. This soil type is very low to non plastic and of low to medium density. This soil will have virtually no tendency to expand upon the addition of moisture. Settlement will be minimal under the recommended foundation loads. This soil will undergo elastic settlement upon application of static foundation pressures. Such settlement is characteristically rapid and should be virtually complete by the end of construction. The soils were carefully sampled and tested to determine if any metastable or collapsible properties were evident. No metastable or collapsible properties were observed in the laboratory testing. If the recommended allowable bearing values are not exceeded, and if all other recommendations are followed, differential movement will be within tolerable limits. At shallow foundation depths this soil was found to have an average allowable bearing capacity of 2200 psf.

A thick sequence of coarse grained gravels and cobbles, of the Ancient Colorado River terrace was encountered on this site. The actual contact between the upper fine grained Alluvial soils and these gravels can be difficult to determine due to inter-bedding between the finer grained soils of Soil Type I and these coarse grained soils, which are designated Soil Type II for this report.

This Soil Type is classified as a poorly graded Silty, Sandy gravel and cobble (GP/GM) of coarse grain size under the Unified Classification System. This soil type is non plastic and of medium density. This soil will have virtually no tendency to expand upon the addition of moisture. Settlement will be minimal under the recommended foundation loads. This soil will undergo elastic settlement upon application of static foundation pressures. Such settlement is characteristically rapid and should be virtually complete by the end of construction. If the recommended allowable bearing values are not exceeded, and if all other recommendations are followed, differential movement will be within tolerable limits. At shallow foundation depths this soil was found to have an average allowable bearing capacity of 4500 psf.

The surface soils are deposited over the dense formational material of the Dakota Formation. The Dakota Formation was not encountered during this exploration program and, based upon previous drilling on this site, believe to be 13 to in excess of 15 feet below the present ground surface across the flatter portion of this site. The Dakota Formation is out cropping along the Redlands Power Canal. The Dakota Formation can broadly be described as a series of thin to thick bedded Sand Stones with beds of Silt Stone, Mud Stone, Clay Stone, Shale and occasional Lignite and Coal. The Dakota Formation does contain significant amounts of expansive clays. The majority of the Dakota Formation, however, exhibits only a moderate expansion potential. It is anticipated that the expansive clay within the Dakota Formation will not effect the construction and the per-

formance of the foundations on this site.

The lines defining the change between soil types or rock materials on the attached boring logs and soil profiles are determined by interpolation and therefore are approximations. The transition between soil types may be abrupt or may be gradual.

The boring logs and related information show subsurface conditions at the date and location of this exploration. Soil conditions may differ at locations other than those of the exploratory borings. If the structure is moved any appreciable distance from the locations of the borings, the soil conditions may not be the same as those reported here. The passage of time may also result in a change in the soil conditions at the boring locations.

GROUND WATER:

No free water was encountered during drilling on this site. In our opinion the true free water surface is fairly deep in this area, and hence, should not affect construction. Seepage moisture may affect construction if surface drainage is not properly controlled.

Due to the proximity of the Dakota Formation, there exists a possibility of a perched water table developing in the alluvial soils which overlie the Dakota Formation. This perched water would probably be the result of increased irrigation due to the presence of lawns and landscaping and roof runoff. The exploration holes and surface out crops in-

dicade that the weathered upper surface of the Dakota Formation is relatively flat and that subsurface drainage would probably be quite slow. While it is believed that under the existing conditions at the time of this exploration the construction process would not be effected by any free-flow waters, it is very possible that several years after development is initiated, a troublesome perched water condition may develop which will provide construction difficulties. In addition, this potential perched water could create some problems for existing or future foundations on this tract. Therefore it is recommended that the future presence of a perched water table be considered in all design and construction of both the proposed residential structures and any subdivision improvements.

GENERAL DISCUSSION

No geologic conditions were apparent during our reconnaissance which would preclude the site development as planned, provided the recommendations contained herein are fully complied with. Based on our investigation to date and the knowledge of the proposed construction, the site condition which would have the greatest effect on the planned development is the possibility of isolated perched water tables developing in the vicinity of some of the basements.

Since the exact magnitude and nature of the foundation loads are not precisely known at the present time, the following recommendations must be somewhat general in nature. Any special loads or unusual design conditions should be reported to Lincoln DeVore so that changes in these recommendations may be made, if necessary. However, based upon our analysis of the soil conditions and project characteristics previously outlined, the following recommendations are made.

OPEN FOUNDATION OBSERVATION

Since the recommendations in this report are based on information obtained through random borings, it is possible that the subsurface materials between the boring points could vary. Therefore, prior to placing forms or pouring concrete, an open excavation observation should be performed by representatives of Lincoln DeVore. The purpose of this observa-

may vary somewhat from those indicated in this report. It is our opinion that field observations by the geotechnical engineer who has prepared this report are critical to the continuity of the project.

Slope Angles Allowable slope angle for cuts in the native soils is dependent on soil conditions, slope geometry, the moisture content and other factors. Should deep cuts be planned for this site, we recommend that a slope stability analysis be performed when the location and depth of the cut is known.

No major difficulties are anticipated in the course of excavating into the surficial soils on the site. It is probable that safety provisions such as sloping or bracing the sides of excavations over 4 feet deep will be necessary. Any such safety provisions shall conform to reasonable industry safety practices and to applicable OSHA regulations. The OSHA Classification for excavation purposes on this site is Soil Class B.

DRAINAGE AND GRADIENT:

Adequate site drainage should be provided in the foundation area both during and after construction to prevent the ponding of water and the saturation of the subsurface soils. We recommend that the ground surface around the structure be graded so that surface water will be carried quickly away from the building. The minimum gradient within 10 feet of the building will depend on surface landscaping. We recommend

that paved areas maintain a minimum gradient of 2%, and that landscaped areas maintain a minimum gradient of 8%. It is further recommended that roof drain downspouts be carried across all backfilled areas and discharged at least 10 feet away from the structure. Proper discharge of roof drain downspouts may require the use subsurface piping in some areas. Planters, if any, should be so constructed that moisture is not allowed to seep into foundation areas or beneath slabs or pavements.

If adequate surface drainage cannot be maintained, or if subsurface seepage is encountered during excavation for foundation construction, a full perimeter drain is recommended for this building. It is recommended that this drain consist of a perforated drain pipe and a gravel collector, the whole being fully wrapped in a geotextile filter fabric. We recommend that this drain be constructed with a gravity outlet. If sufficient grade does not exist on the site for a gravity outlet, then a sealed sump and pump is recommended. Under no circumstances should a dry well be used on this site.

Should an automatic lawn irrigation system be used on this site, we recommend that the sprinkler heads be installed no less than 5 feet from the building. In addition, these heads should be adjusted so that spray from the system does not fall onto the walls of the building and that such water does not excessively wet the backfill soils.

It is recommended that lawn and landscaping irrigation be reasonably limited, so as to prevent complete saturation of subsurface soils. Several methods of irrigation water control are possible, to include, but not limited to:

FOUNDATIONS

We recommend the use of a conventional shallow foundation system consisting of continuous spread footings beneath all bearing walls and isolated spread footings beneath all columns and other points of concentrated load. Such a shallow foundation system, resting on the Alluvial Sandy Silts or Sandy Gravels, may be designed on the basis of an allowable bearing capacity of 2200 psf maximum for soil type I and 4500 psf maximum for soil type II.

Contact stresses beneath all continuous walls should be balanced to within + or - 200 psf at all points. Isolated interior column footings should be designed for contact stresses of about 150 psf less than the average used to balance the continuous walls. The criterion for balancing will depend somewhat upon the nature of the structure. Single-story, slab on grade structures may be balanced on the basis of dead load only. Multi-story structures may be balanced on the basis of dead load plus 1/2 live load, for up to 3 stories.

- * Metering the Irrigation water.
- * Sizing the irrigation distribution service piping to limit on-site water usage.
- * Encourage efficient landscaping practices.
- * Enforcing reasonable limits on the size of high water usage landscaping for each lot and any park areas.

It should be noted that the term "footings" as used above includes the wall on grade or "no footing" type of foundation system. On this particular site, the use of a more conventional footing, the use of a "no footing", or the use of voids will depend entirely upon the foundation loads exerted

by the structure. We would anticipate the use of on this site. Stem walls for a shallow foundation system should be designed as grade beams capable of spanning at least 10 feet. These "grade beams" should be horizontally reinforced both near the top and near the bottom. The horizontal reinforcement required should be placed continuously around the structure with no gaps or breaks. A foundation system designed in this manner should provide a rather rigid system and, therefore, be better able to tolerate differential movements associated with minor differential settlement due to variations in the natural soil density.

If the design of the upper structure is such that loads can be balanced reasonably well, a floating structural slab type of foundation could be used on this site. Such a slab would require heavy reinforcing to resist differential bending along the rim wall. It is possible to design such a slab either as a thickened edge only, a solid or a ribbed slab. A rim wall must be used for confinement purposes. Any such slab must be specifically designed for the anticipated loading.

Such a foundation system may settle to some degree however, the use of a structural fill beneath the slab and rim wall will help reduce settlement and hold differential movement to a minimum. Relatively large slabs will tend to experience minor cracking and heave of lightly loaded interior portions, unless the slabs are specifically designed with this movement in mind.

Any existing low density, soils should

be removed from the proposed bottom footing or rimwall elevation. Once it is felt that adequate soil removal has been achieved, it is recommended that the excavation be closely examined by a representative of Lincoln-DeVore to ensure that an adequate overexcavation depth has indeed occurred and that the exposed soils are suitable to support the proposed structural man-made fill.

Once this examination has been completed, it is recommended that a coarse-grained, non-expansive, non-free draining man-made structural fill be imported to the site. The native soils may be utilized as structural fill, if specifically approved by the Geotechnical Engineer. This imported fill should be placed in the overexcavated portion of this site in lifts not to exceed 6 inches after compaction. A minimum of 90% of the soils maximum Modified Proctor dry density (ASTM D-1557) must be maintained during the soil placement. These soils should be placed at a moisture content conducive to the required compaction (usually Proctor optimum moisture content \pm 2%). The granular material must be brought to the required density by mechanical means. No soaking, jetting or puddling techniques of any type should be used in placement of fill on this site. To ensure adequate lateral support, we must recommend that the zone of overexcavation extend at least 2 feet around the perimeter of the proposed footing. To confirm the quality of the compacted fill product, it is recommended that surface density tests be taken at maximum 2 foot vertical intervals.

When The structural fill is completed,

an allowable bearing capacity of 2200 psf maximum may be assumed for proportioning the footings.

The placement of the structural fill a minimum of two feet beyond the edge of the structural slab should provide additional support for the eccentrically placed wall loads on the slab edges.

SETTLEMENT:

We anticipate that total and/or differential settlements for the proposed structures may be considered to be within tolerable limits, provided the recommendations presented in this report are fully complied with. In general, we expect total settlements for the proposed structure to be less than 1 inch.

FROST PROTECTION

We recommend that the bottom of all foundation components rest a minimum of 1-1 1/2 feet below finished grade or as required by the local building codes. Foundation components must not be placed on frozen soils.

Monolithic slab-on-grade foundation systems typically have an effective soil cover of less than 12 inches. Under normal use, the building and foundation system radiates sufficient heat that frost heave from the underlying soils is not normally a problem. However, additional protection can be provided by applying an insulation board to the exterior of the foundation and extending this board to approximately 18

inches below the final ground surface grade. This board may be applied either prior to or after the concrete is cast and it is very important that all areas of soil backfill be compacted. Local building officials should be consulted for regulatory frost protection depths.

CONCRETE SLABS ON GRADE

Slabs could be placed directly on the natural soils or on a structural fill. We recommend that all non structural slabs on grade be constructed to act independently of the other structural portions of the building. One method of allowing the slabs to float freely is to use expansion material at the slab- structure interface.

It is recommended that floor slabs on grade be constructed with control joints placed to divide the floor into sections not exceeding 360 square feet, maximum. Also, additional control joints are recommended at all inside corners and at all columns to control cracking in these areas.

Problems associated with slab 'curling' are usually minimized by proper curing of the placed concrete slab. This period of curing usually is most critical within the first 5 days after placement. Proper curing can be accomplished by continuous water application to the concrete surface or by the placement of a 'heavy' curing compound, formulated to minimize water evaporation from the concrete. Curing by continuous water application must be carefully undertaken to prevent the wetting or saturation of the subgrade soils.

EARTH RETAINING STRUCTURES

The active soil pressure for the design of earth retaining structures may be based on an equivalent fluid pressure of 42 pounds per cubic foot. The active pressure should be used for retaining structures which are free to move at the top (unrestrained walls). For earth retaining structures which are fixed at the top, such as basement walls, an equivalent fluid pressure of 54 pounds per cubic foot may be used. It should be noted that the above values should be modified to take into account any surcharge loads, sloping backfill or other externally applied forces. The above equivalent fluid pressures should also be modified for the effect of free water, if any.

The passive pressure for resistance to lateral movement may be considered to be 318 pcf per foot of depth. The coefficient of friction for concrete to soil may be assumed to be 0.35 for resistance to lateral movement. When combining frictional and passive resistance, the latter must be reduced by approximately 1/3.

We recommend that the backfill behind any retaining wall be compacted to a minimum of 85% of its maximum modified Proctor dry density, ASTM D-1557. The backfill material should be approved by the Soils Engineer prior to placing and a sufficient amount of field observation and density tests should be performed during placement. Placing backfill behind retaining walls before the wall has gained sufficient

strength to resist the applied lateral earth pressures is not recommended.

Drainage behind retaining walls is considered critical. If the backfill behind the wall is not well drained, hydrostatic pressures are allowed to build up and lateral earth pressures will be considerably increased. Therefore, we recommend a vertical drain be installed behind any impermeable retaining walls. Because of the difficulty in placement of a gravel drain, we recommend the use of a composite drainage mat similar to Exxon Battledrain or Tensar MD Series NS-1100. An outfall must be provided for this drain.

REACTIVE SOILS

Since groundwater in the Grand Junction area typically contains sulfates in quantities detrimental to a Type I cement, a Type II or Type I-II or Type II-V cement is recommended for all concrete which is in contact with the subsurface soils and bedrock. Calcium chloride should not be added to a Type II, Type I-II or Type II-V cement under any circumstances.

PAVEMENTS

Samples of the surficial native soils at this property that may be required to support pavements have been evaluated using the Hveem-Carmany method (ASTM D-2844) to determine their support characteristics. The results of the laboratory testing are as follows:

AASHTO Classification - A-4(6) Unified Classification - ML

	R =	22
Expansion @ 300 psi =		0.0
Displacement @ 300 psi =		3.61

No estimates of traffic volumes have been provided to Lincoln DeVore. However, we assume that the roads will be classified as residential. The design procedures utilized are those recognized by the Colorado Department of Highways and the 1986 AASHTO design procedure.

Based upon the existing topography, the anticipated final road grades and the anticipated future irrigation practices in the local area, a Drainage Factor of 0.8 (1986 AASHTO procedure) has been utilized for the section analysis.

PROPOSED PAVEMENT SECTIONS

Based on the soil support characteristics outlined above, the following pavement sections are recommended:

Residential Roadway, 18k EAL = 5 :

The terminal Serviceability Index of 2.0, a Reliability of 70 and a design life of 20 years have been utilized, based on recommendations by the Highway Department. An 18 kip EAL of 5, also recommended by the Highway Department, was used for the analysis.

Asphalt-Base Coarse

3 inches of asphaltic concrete pavement
on 6 inches of aggregate base coarse
on 8 inches of recompacted native material

Full Depth Asphalt:

5 inches of asphaltic concrete pavement
on 12 inches of recompacted native material

Rigid Concrete:

Doweled, not tied to shoulder slabs or curbing

5 inches of portland cement pavement
on 4 inches of aggregate base coarse
on 8 inches of recompacted native material

PAVEMENT SECTION CONSTRUCTION

We recommend that any asphaltic concrete pavement meet the State of Colorado requirements for a Grade C mix. In addition, the asphaltic concrete pavement should be compacted to a minimum of 95% of its maximum Hveem density. The aggregate base coarse should meet the requirements of State of Colorado Class 5 or Class 6 material, and have a minimum R value of 78. We recommend that the base coarse be compacted to a minimum of 95% of its maximum Modified Proctor dry density (ASTM D-

1557), at a moisture content within + or -2% of optimum moisture. The native subgrade shall be scarified and recompactd to a minimum of 90% of their maximum Modified Proctor day density (ASTM D-1557) at a moisture content within + or -2% of optimum moisture.

All pavement should be protected from moisture migrating beneath the pavement structure. If surface drainage is allowed to pond behind curbs, islands or other areas of the site and allowed to seep beneath pavement, premature deterioration or possibly pavement failure could result.

Concrete Pavement

We recommend that any rigid concrete pavement have a minimum flexural strength (F_t) of 650 psi at 28 days. This strength requirement can be met using Class P or AX or A or B Concrete as defined in Section 600 of the Standard Specifications for Road and Bridge Construction, Colorado DOT. It is recommended that field control of the concrete mix be made utilizing compressive strength criteria.

Flexural Strength should only be used for the design process. Concrete with a lower flexural strength may be allowed by the agency having jurisdiction however, the design section thicknesses should be confirmed. In addition, the final durability of the pavement should be carefully considered.

Control joints should be placed at a minimum distance of 12 feet in all directions. If it is desired to increase the spacing of control joints, then 66-66 welded wire

fabric should be placed in the mid-point of the slab. If the welded wire fabric is used, the control joint spacing can be increased to 40 feet. Construction joints designed so that positive joint transfer is maintained by the use of dowels is recommended.

The concrete should be placed at the lowest slump practical for the method of placement. In all circumstances, the maximum slump should be limited to 4 inches. Proper consolidation of the plastic concrete is important. The placed concrete must be properly protected and cured.

LIMITATIONS

This report is issued with the understanding that it is the responsibility of the owner, or his representative to ensure that the information and recommendations contained herein are brought to the attention of the individual lot purchasers for the subdivision. In addition, it is the responsibility of the individual lot owners that the information and recommendations contained herein are brought to the attention of the architect and engineer for the individual projects and the necessary steps are taken to see that the contractor and his subcontractors carry out the appropriate recommendations during construction.

The findings of this report are valid as of the present date. However, changes in the conditions of a property can occur with the passage of time, whether they be due to natural processes or the works of man on this or adjacent properties. In addition, changes in acceptable or appropriate standards may occur or may result from legislation or the broadening of engineering knowledge. Accordingly, the findings of this report may be invalid, wholly or partially, by changes outside our control. Therefore, this report is subject to review and should not be relied upon after a period of 3 years.

The recommendations of this report pertain only to the site investigated and are based on the assumption that the soil conditions do not deviate from those described in this report. If any variations or undesirable

conditions are encountered during construction or the proposed construction will differ from that planned on the day of this report, Lincoln DeVore should be notified so that supplemental recommendations can be provided, if appropriate.

Lincoln DeVore makes no warranty, either expressed or implied, as to the findings, recommendations, specifications or professional advice, except that they were prepared in accordance with generally accepted professional engineering practice in the field of geotechnical engineering.

SOILS DESCRIPTIONS:		ROCK DESCRIPTIONS:		SYMBOLS & NOTES:	
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	Topsoil		CONGLOMERATE		9/12 Standard penetration drive Numbers indicate 5 blows to drive the spoon 12" into ground.
	Man-made fill		SANDSTONE		ST 2-1/2" Shelby thin wall sample
GW	Well-graded Gravel		SILTSTONE		W ₀ Natural Moisture Content
GP	Poorly-graded Gravel		SLATE		W _x Weathered Material
GM	Silty Gravel		CLAYSTONE		Free water table
GC	Clayey Gravel		COAL		γ _N Natural dry density
GA	Gravelly Sand		LIMESTONE		T.B. - Disturbed Bulk Sample
GP	Poorly-graded Sand		DOLOMITE		② Soil type related to samples in report
SM	Silty Sand		MARLSTONE		15' W _x Form. Top of formation
SC	Clayey Sand		GYPSUM		Test Boring Location
ML	Low-plasticity Silt		Other Sedimentary Rocks		Test Pit Location
CL	Low-plasticity Clay		GRANITIC ROCKS		Seismic or Resistivity Station. Lineation indicates approx. length & orientation of spread (S = Seismic, R = Resistivity)
OL	Low-plasticity Organic Silt and Clay		DIORITIC ROCKS		
MH	High-plasticity Silt		GABBRO		
CH	High-plasticity Clay		RHYOLITE		
OH	High-plasticity Organic Clay		ANDESITE		
PI	Peat		BASALT		
GW/GM	Well-graded Gravel, Silty		TUFF & ASH FLOWS		
GW/GC	Well-graded Gravel, Clayey		BRECCIA & Other Volcanics		
GP/GM	Poorly-graded Gravel, Silty		Other Igneous Rocks		
GP/GC	Poorly-graded Gravel, Clayey		METAMORPHIC ROCKS		
GM/GC	Silty Gravel, Clayey		GNEISS		
GM/GM	Clayey Gravel, Silty		SCHIST		
GC/GM	Clayey Gravel, Silty		PHYLLITE		
SW/SM	Well-graded Sand, Silty		SLATE		
SW/SC	Well-graded Sand, Clayey		METAQUARTZITE		
SP/SM	Poorly-graded Sand, Silty		MARBLE		
SP/SC	Poorly-graded Sand, Clayey		HORNFELS		
SM/SC	Silty Sand, Clayey		SERPENTINE		
SC/SM	Clayey Sand, Silty		Other Metamorphic Rocks		
CL/ML	Silty Clay				

L LINCOLN
DeVORE
TESTING
LABORATORY

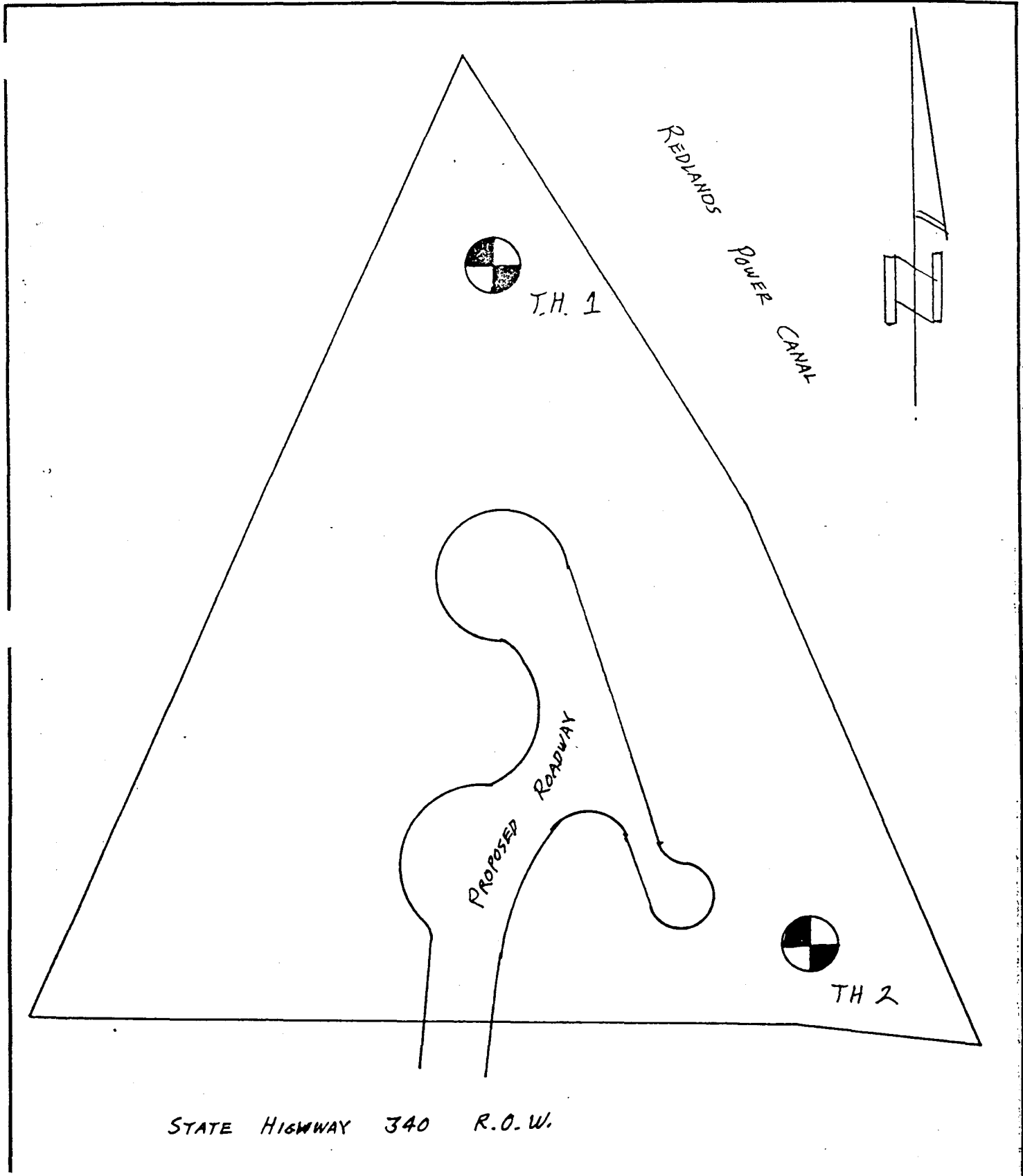
COLORADO: Colorado Springs, Pueblo,
Glenwood Springs, Montrose, Gunnison,
Grand Junction. - WYO. - Rock Springs


EXPLANATION OF BOREHOLE LOGS
AND LOCATION DIAGRAMS

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

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

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



 Lincoln DeVore, Inc. Geotechnical Consultants	WILLOW RIDGE SUB. REDLANDS, G.J.	
	DATE 8-26-94	
	JOB NO. 81357-J	DRAWN EMM

		BORING NO. 1					
		BORING ELEVATION:				SOIL	
DEPTH (FT.)	SOIL LOG	DESCRIPTION			BLOW COUNT	DENSITY pcf	WATER %
		Scattered Gravels with Sandy Silts					
		Low Density	Sl. Moist	Sulfates			
	ML	Sandy silt	Non-plastic	Red - pink	BT	99.3	7.2%
	GM	Sandy, Silty Gravel	Alluvial				
5		River Terrace Deposit		Sulfates	5		
			Medium Density				
		Large Cobbles and Gravels		Non-Expansive			
	GM	Sandy, Silty Gravel			BULK		2.5%
		River Terrace Deposit		Slightly Moist			
10					10		
		T.D. @ 8'					
15					15		
20					20		
25					25		
30					30		
Blow Counts are cumulative for each 6 inches of sampler penetration.							
NO Free Water							
During Drilling 8-1-94							

LOG OF SUBSURFACE EXPLORATION			
LINCOLN - DeVORE, Inc.	Willow Ridge Subdivision		
	Grand Junction, Colorado		
	Design Affiliates, LCC		Date
	Clavonne & Associates		8-26-94
Job No.	81352-J	Drawn	EMM
Grand Junction, Colorado			

		BORING NO. 2							
		BORING ELEVATION:						SOIL	
DEPTH (FT.)	SOIL LOG	DESCRIPTION				BLOW COUNT	DENSITY per	WATER %	
		Scattered Gravels with Sandy Silts							
		Medium Density	Sl. Moist	Alluvial	Sulfates				
	ML	Sandy silt				ST	110.0	7.1%	
	GM	Sandy, Silty Gravel							
5		River Terrace Deposit		Very Sandy Strata		5			
		Medium Density							
		Large Cobbles and Gravels		Non-Expansive					
	GM	Sandy, Silty Gravel		Slightly Moist		BULK		1.4%	
		River Terrace Deposit							
10		T.D. @ 8'				10			
15						15			
20						20			
25						25			
30						30			

Blow Counts are cumulative for each 6 inches of sampler penetration.

NO Free Water
During Drilling 8-1-94

LOG OF SUBSURFACE EXPLORATION

LINCOLN - DeVORE, Inc. Grand Junction, Colorado	Willow Ridge Subdivision Grand Junction, Colorado		
	Design Affiliates, LCC		Date
	Clavonne & Associates		8-26-94
	Job No.	Drawn	
	81352-J	EMM	

SUMMARY SHEET

Soil Sample SANDY SILT (ML)

Test No. 81352-J

Location WILLOW RIDGE SUB. REDLANDS G.J.

Date 8-1-94

Boring No. 1 Depth 3

Test by RL

Sample No. F

Natural Water Content (w) 7.2 %
 Specific Gravity (Gs) 2.66

In Place Density (ρ_o) 99.3 pcf

SIEVE ANALYSIS:

Sieve No.	% Passing
1 1/2"	
1"	
3/4"	
1/2"	100
4	97
10	95
20	94
40	93
100	85
200	72.1

HYDROMETER ANALYSIS:

Grain size (mm)	%
<u>.02</u>	<u>48</u>
<u>.005</u>	<u>30</u>

Plastic Limit P.L. N.P. %
 Liquid Limit L.L. 18.3 %
 Plasticity Index P.I. -0-NP %
 Shrinkage Limit _____ %
 Flow Index _____ %
 Shrinkage Ratio _____ %
 Volumetric Change _____ %
 Lineal Shrinkage _____ %

MOISTURE DENSITY: ASTM METHOD

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

BEARING:

Housel Penetrometer (av) 2200+ psf
 Unconfined Compression (qu) _____ psf
 Plate Bearing: _____ psf
 Inches Settlement _____
 Consolidation 1.2 % under 2042 psf

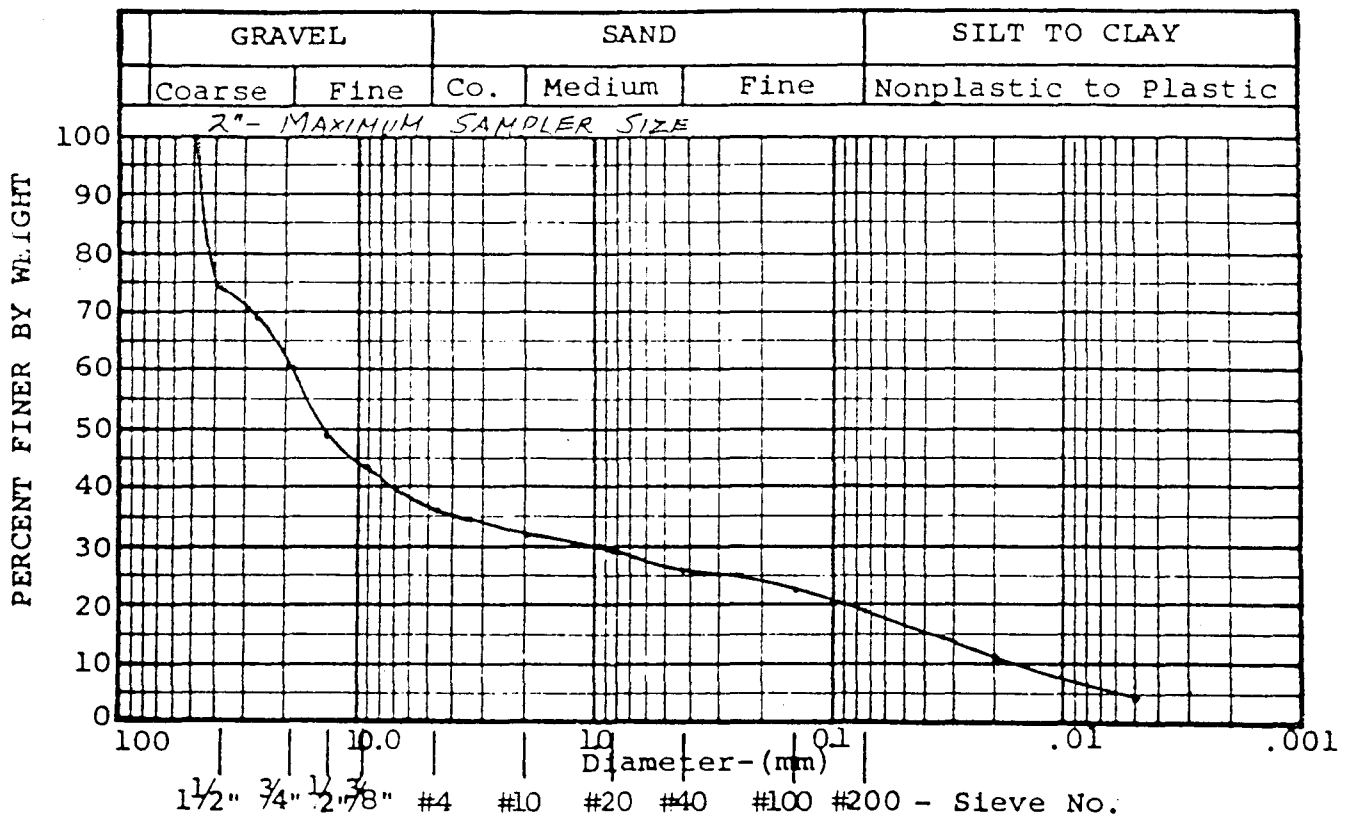
PERMEABILITY:

K (at 20°C) _____
 Void Ratio _____

Sulfates 1000 ppm.

SOIL ANALYSIS

LINCOLN-DeVORE TESTING LABORATORY
 COLORADO SPRINGS, COLORADO



Soil Sample GP/GM Silty GRAVEL

Sample Location TH 1 @ 7'

Sample No. II

Specific Gravity 2.66

Moisture Content 2.5

Effective Size .016 mm

Cu 1125.0

Cc 3.5

Fineness Modulus _____

L.L. _____ % P.I. NP %

Bearing 4500 psf

Sulfates 250 ppm

Sieve Size - 2" material only % Passing

1-1/2" 74

1" 69

3/4" 60

1/2" 49

3/8" 43

#4 36

#10 32

#20 29

#40 26

#100 22

#200 19.7

0.0200 10.4

0.0050 4.1



Lincoln DeVore, Inc.
Geotechnical Consultants

WILLOW RIDGE SUB. REDLANDS, G.-J.

DATE

JOB NO.

DRAWN

Test Hole No.
Top Elevation

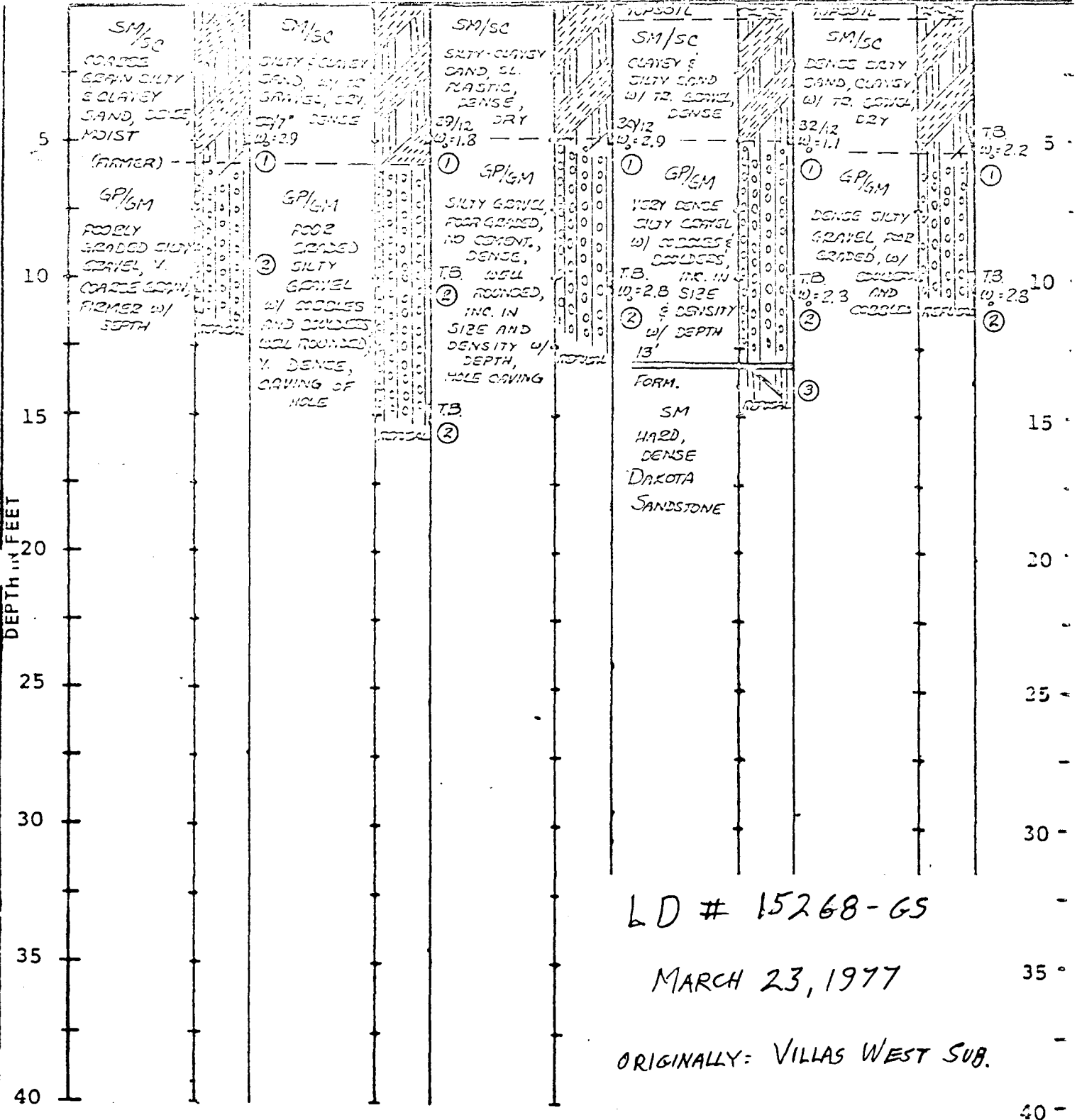
1

2

3

4

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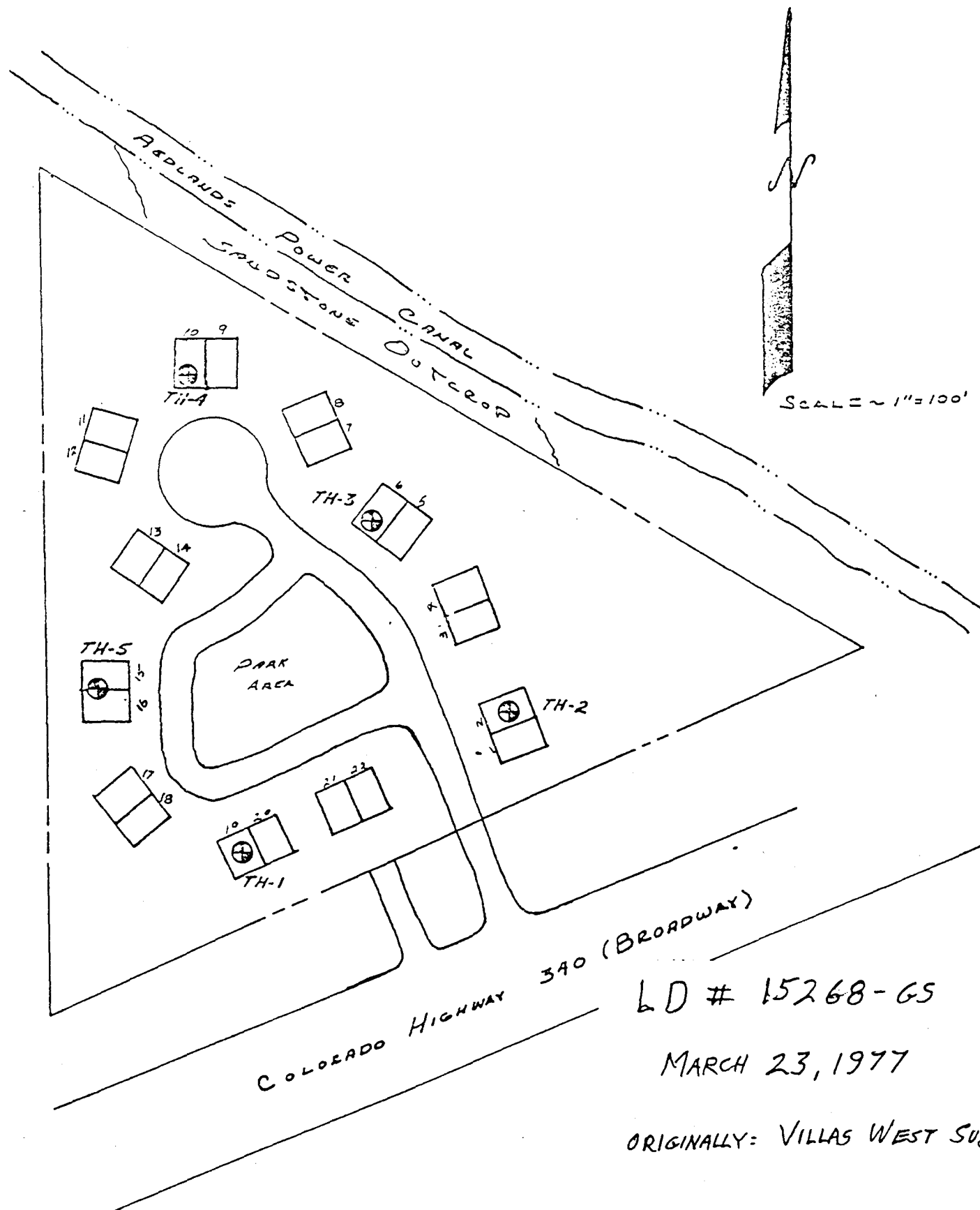
LD # 15268-65

MARCH 23, 1977

ORIGINALLY: VILLAS WEST SUB.

DRILLING LOGS

LINCOLN-DOVORE TESTING LABORATORY
COLORADO SPRINGS-PUEBLO, COLORADO



LD # 15268-65

MARCH 23, 1977

ORIGINALLY: VILLAS WEST SUB.

TEST BORING LOCATION DIAGRAM
 VILLAS WEST
 GRAND JUNCTION ~ COLORADO

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

REVIEW COMMENTS

Page 1 of 3

FILE #FPP-95-133

TITLE HEADING: Major Sub. - Final Plan/Plat
Willowridge Subdivision

LOCATION: Hwy 340 and Redlands Canal

PETITIONER: Oliver Frascona

PETITIONER'S ADDRESS/TELEPHONE: 1910 Stony Hill Road
Boulder, CO 80303
303-494-3000

PETITIONER'S REPRESENTATIVE: Rolland Engineering

STAFF REPRESENTATIVE: Kathy Portner

NOTE: THE PETITIONER IS REQUIRED TO SUBMIT FOUR (4) COPIES OF WRITTEN RESPONSE AND REVISED DRAWINGS ADDRESSING ALL REVIEW COMMENTS ON OR BEFORE 5:00 P.M., AUGUST 25, 1995.

CITY FIRE DEPARTMENT

8/4/95

Hank Masterson

244-1414

1. The proposed hydrant at Lot 6 should be moved to Lot 4 or 5. The Hydrant shown at Lot 1 should be moved to the SW corner at the main entrance so that it may also be used for incidents along Broadway.
2. The proposed new water line is required to be looped if the most remote hydrant is greater than 1000' from the nearest looped line.
3. Fire Department access is acceptable.

CITY POLICE DEPARTMENT

8/16/95

Dave Stassen

244-35-87

With the exception of the "bulb" in the street just inside the subdivision, I have no concerns with this project.

CITY DEVELOPMENT ENGINEER

8/16/95

Jody Kliska

244-1591

See attached comments.

PUBLIC SERVICE CO.

8/16/95

Dale Clawson

244-2695

Request 15' Drainage Easement on west side of Lots 9-14 be designated as Drainage & Utility Easement. Also request the southerly 10' of Lot 14 be designated as utility easement.

REDLANDS WATER & POWER

8/10/95

Gregg Strong

243-2173

1. The "FINAL SUBDIVISION SUBMITTAL" states Redlands concerns, however Redlands desires to have these concerns documented elsewhere beyond the submittal.
2. A HOLD HARMLESS Clause from any contaminants in the water or drainage that flows into Redlands Power Canal MUST be included in the Covenants and remain there in PERPETUITY!!!
 - (a) This is the 3rd request for this clause and as of yet do not appear in the Covenants.
 - (b) REDLANDS RESERVES THE RIGHT TO APPROVE THE LANGUAGE PERTAINING TO THIS SECTION OF THE COVENANTS. A final, approved and recorded copy of the Covenants will be provided to Redlands.
3. A fence on the outside perimeter toward Redlands Canal is encouraged and recommended to discourage homeowners from throwing debris into Redlands Power Canal.
 - (a) Redlands reserves the right to prosecute anyone found throwing trash, tree, shrub & grass clippings or any other debris into Redlands Power Canal.
4. A set of plans or drawings are to be presented to Redlands for approval prior to installation of a domestic water line attached to the bridge that crosses over Redlands Power Canal on Hwy 340.
5. A copy of the soils and geology report shall be provided to Redlands. (3rd request)
6. Any changes to the plans for the Retention Pond and Controlled Drain currently in place, MUST be reviewed and approved by Redlands prior to any changes.

COMMUNITY DEVELOPMENT DEPARTMENT

8/16/95

Kathy Portner

244-1446

See attached comments.

CITY PROPERTY AGENT

8/15/95

Steve Pace

244-1452

1. The common open space is not addressed in the dedication.
2. In the dedication, irrigation easements are addressed, but none are shown.
3. What type of easements are the 20' easements shown in the southerly portion of Lot 4 & north of Lot 9?
4. The outlots are not addressed in the dedication.

CITY UTILITY ENGINEER

8/16/95

Trent Prall

244-1590

Water: Ute - No Comment

Sewer: City - The mainline sewers and associate wyes for the Willow Ridge development will be constructed under the Mays Subdivision Sewer Improvement District. Construction is expected to begin mid-September and be completed by Mid-November 1995.

Sewer manholes will be left 6" below final grade as requested.

General: Form of Improvements Agreement not specified on page 6.

20' easements need to be specified as multi-purpose easements.

LATE COMMENTS

City Parks & Recreation Department
Shawn Cooper

8/16/95
244-3869

1. Maintain and continue bike trail along Highway 340. City should approve trail crossing on Willow Ridge Court.
2. Parks & Open Space fees must be collected.

TO DATE, NO COMMENTS RECEIVED FROM:

City Attorney
Mesa County Surveyor
Mesa County School District #51
U.S. West
Persigo Wastewater Treatment Facility

August 16, 1995

REVIEW COMMENTS FOR: Willow Ridge #FPP-95-133

TYPE OF REVIEW: Final Plans

REVIEWED BY: Jody Kliska

Plat

1. Please label the 20' easement between lots 3&4 as to its purpose.
2. Dedications for the common open space and outlots need to be included in the dedication language.
3. There is a dedication for an irrigation easement, but one is not labeled on the drawing.

Improvements Agreement

4. I do not see any costs for the 15" and 24" RCP's in the highway improvements detailed.
5. Are as-builts included in the misc. cost summary or should they be shown in the design/engineering costs?
6. City inspection fees are likely to be higher - use \$1100. We will bill for actual inspection costs once the improvements are accepted. An interim bill may be sent at year end.
7. It would be helpful to break out the highway right of way improvements separately, so that we document off-site improvements as a credit to the TCP.

Street Plans

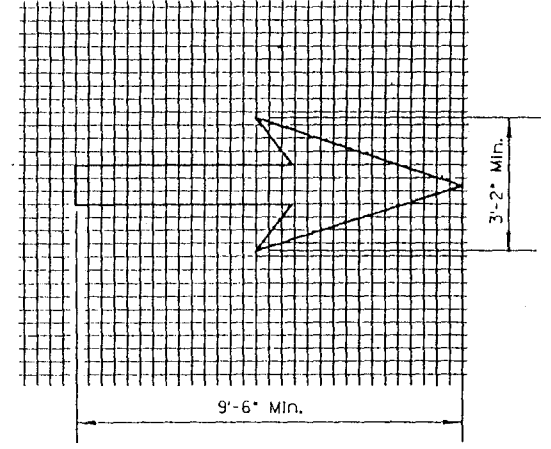
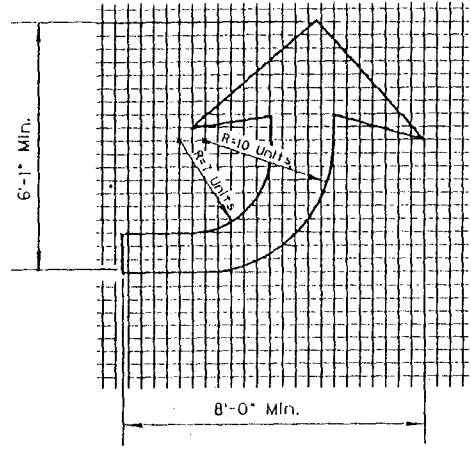
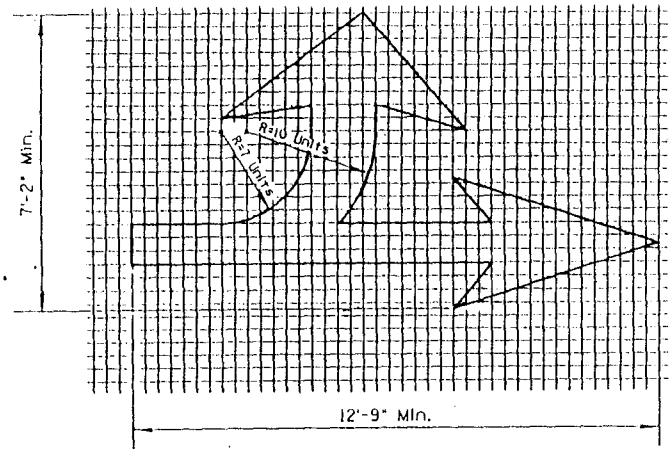
8. Signs and locations need to be shown on the plans.
9. Please provide a detail for the entry feature, including curb detail, any landscaping.

Accel-Decel Plans

10. Need to be able to access the maintenance road shown on the drainage plans. This will likely require a permit from CDOT to install a gate in the right-of-way fence.
11. Item 5 on the CDOT permit calls for a signing and striping

plan. I have included a copy of CDOT Standard Plan S-627-1 Pavement Markings and a copy of ADOT's turn lane markings and signs for your information.

12. Please show a cross-section and pavement detail for the new bike path sections. City requirements are that paths be constructed of concrete, 8' minimum, 10' typical width.

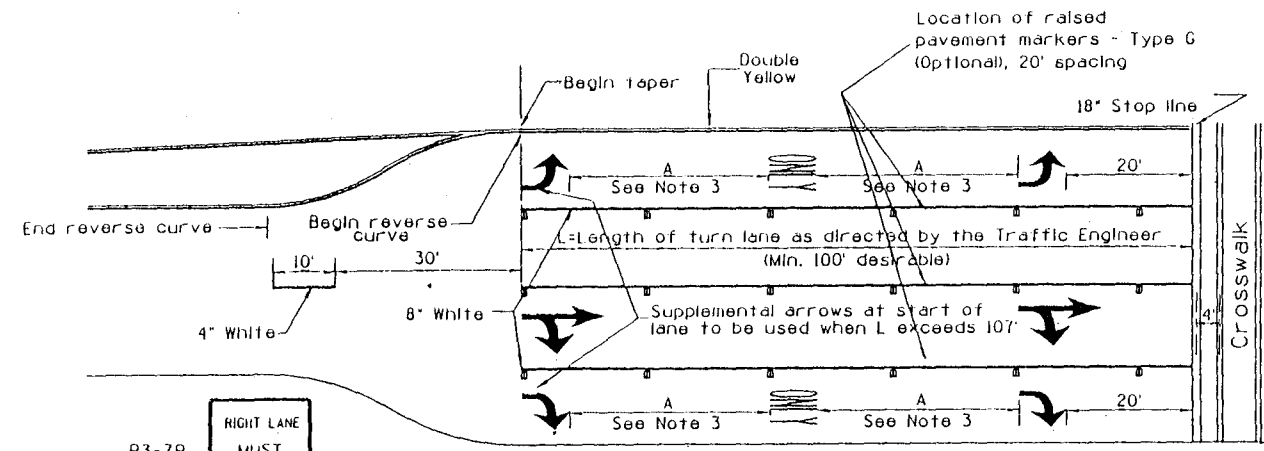


ARROW DETAILS

1 UNIT = 4"
All Arrows Shall Be White

NOTES:

1. See 4-M-1.01 for crosswalk and stop line details.
2. Use R3-5 or R3-6 series for overhead mounted sign installations.
3. The spacing between arrows, or arrows and words, should be a minimum of 32'. This spacing may be increased to a maximum of 80' to adjust to conditions.
4. Manufactured pre-cut arrows shall conform to this standard.

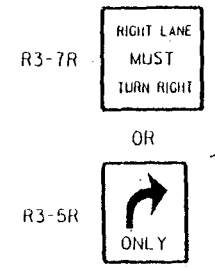


Typical maximum spacing for arrow(s):

L	←	ONLY	A
68'-107'	1	1	32'
108'-204'	2	1	$\frac{L-44}{2}$
205'-292'	3	1	$\frac{L-52}{3}$
293'-380'	4	1	$\frac{L-60}{4}$

Legend:

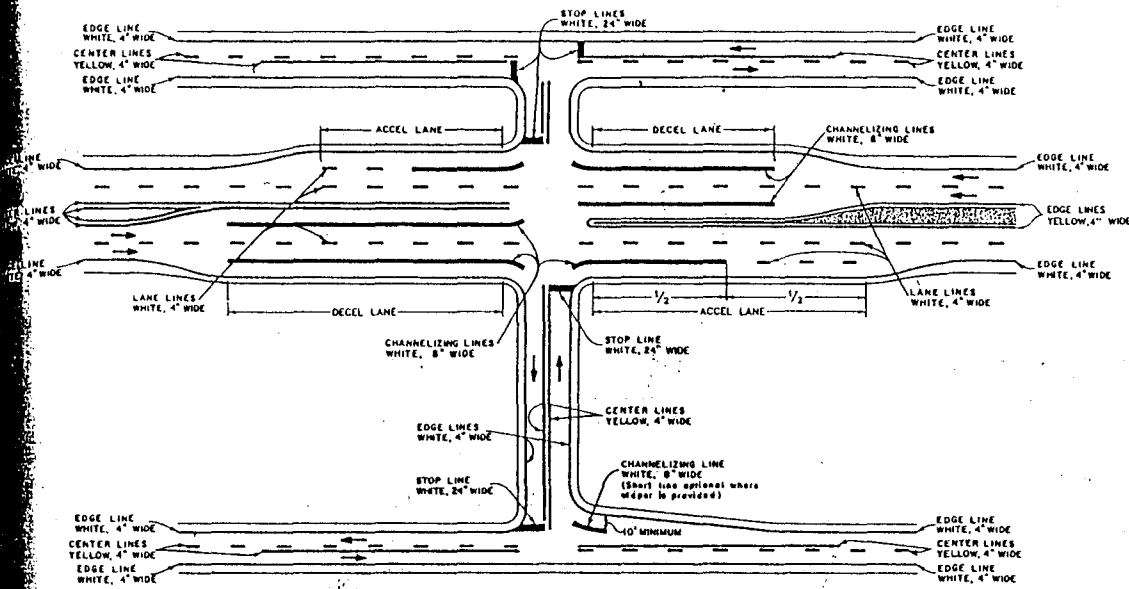
- L = Length of turn lane stripe.
- A = Distance between markings.
- ← = Quantity of left, and or right turn arrow pavement markings.
- ONLY = Quantity of 'ONLY' pavement markings.



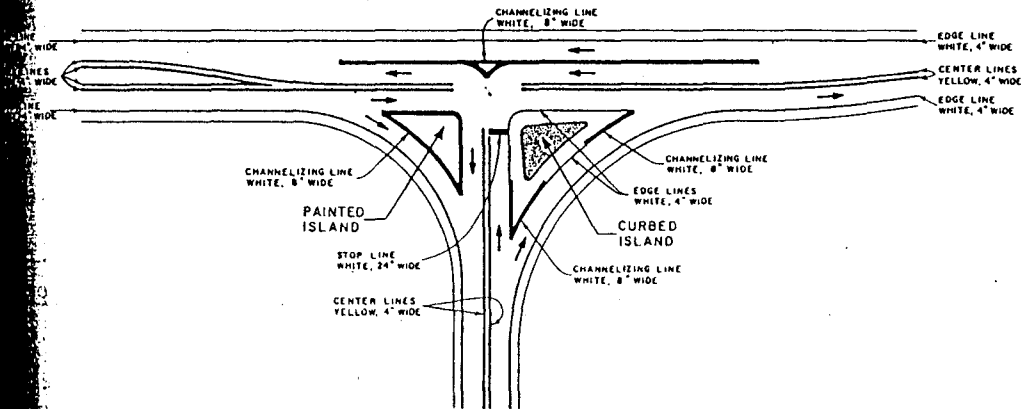
TURN LANE PAVEMENT MARKINGS

DO NOT SCALE

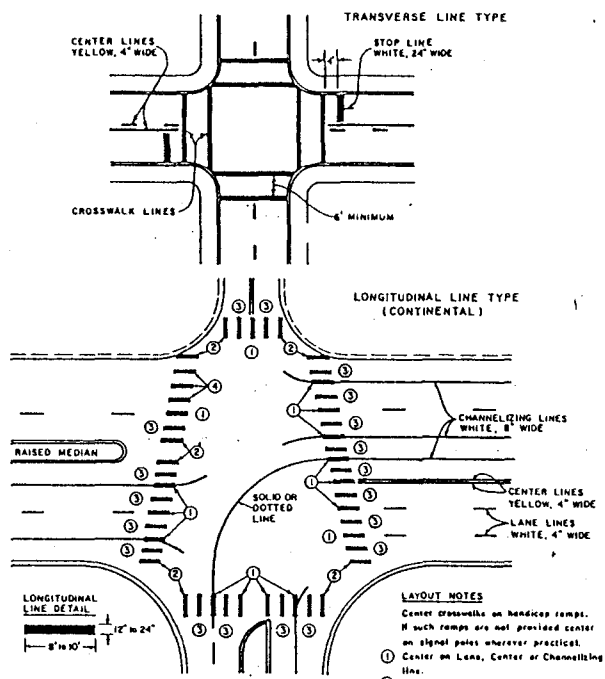
DESIGN APPROVED <i>[Signature]</i> 12/2/90	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS STANDARD DRAWINGS	REV. 12-90
APPROVED FOR DISTRIBUTION <i>[Signature]</i>	TURN LANE PAVEMENT MARKINGS & ARROW DETAILS	DRAWING NO. 4-M-1.16



TYPICAL INTERSECTION MARKINGS



TYPICAL ISLAND MARKINGS



TYPICAL CROSSWALK MARKINGS

- LAYOUT NOTES
- Center crosswalks on handover ramps.
 - If such ramps are not provided center on signal poles wherever practical.
 - Center on Lane, Center or Channelizing line.
 - Center on extended flow line.
 - Center between adjacent lines.
 - Lines and spaces to approximate adjacent pattern.

COLORADO DEPARTMENT OF TRANSPORTATION	
TYPICAL PAVEMENT MARKINGS	
ISSUED BY STAFF TRAFFIC BRANCH	STANDARD PLAN NO. S-627-1
DATE REVISED	DATE: NOV. 1, 1992 SHEET 3 OF 4

**RESPONSE TO THE REVIEW COMMENTS
FOR
WILLOW RIDGE SUBDIVISION**

9/25/1995

CITY FIRE DEPARTMENT

- (1) The fire hydrants have been moved as recommended.
- (2) The most remote hydrant after relocation is within the 1000 feet limit, therefore, the looped line will not be necessary.
- (3) This comment has been noted.

CITY POLICE DEPARTMENT

- (1) The comment was noticed, but it is unclear as to what the exception to the "bulb" might be.

CITY DEVELOPMENT ENGINEER

PLAT

- (1) This 20' easement has been identified.
- (2) The "common open space" and "outlots" have been designated as "common tracts" and dedicated to the Homeowners Association.
- (3) The dedication language for the irrigation easements has been excluded from the plat. No irrigation will be provided for this development.

IMPROVEMENTS AGREEMENT

- (4) See modified improvements agreement (off-site)
- (5) See modified improvements agreement (on-site)
- (6) This comment has been noted and the city inspection fees will be amended.
- (7) A break-out of cost regarding the highway right-of-way improvements will be provided.

STREET PLANS

- (8) Signs and locations have been shown on the plans as requested.
- (9) See curb details, and landscaping note per plans.

ACCEL/DECEL PLANS

- (10) The maintenance access gate permit requirements by CDOT will be executed, if required.
- (11) A signing and striping plan has been provided as required.
- (12) Cross-section and pavement details for the new bike path section has been provided on the plans as requested.

PUBLIC SERVICE CO.

- (1) The requested easements have been shown on the plat and plans.

REDLANDS WATER & POWER

delivered to Redlands W&P

- (1) Please clarify comment.
- (2) Please see revised covenants.
- (3) No fencing is planned except as noted on the plans.
- (4) The proposed water line extension will not cross the Redlands Power Canal.
- (5) A copy of the soils and geology report has been provided as requested.
- (6) This comment has been noted. It should be stated, however, that a detention pond (not a retention pond) with controlled release drains has been planned for this development.

COMMUNITY DEVELOPMENT DEPARTMENT

CONDITIONS OF APPROVAL

- (1) The entry feature has been designated as a common tract and dedicated to the Homeowners Association.
- (2) This comment was addressed on the submitted plans.
- (3) A Homeowners Association will be formed.
- (4) The building envelopes have been shown on a separate Building Envelopes Site Plan and will be recorded with the plat. The maintenance easements have been shown on the plat.
- (5) Final plans for acceleration/deceleration lanes were submitted on the plans.
- (6) The bluff line has been identified on the Building Envelopes Site Plan.

ISSUES TO BE ADDRESSED

- (1) The outlots have been designated as common tracts dedicated to the Homeowners Association. A landscape and signage plan has been submitted and the improvements agreement will be amended to include the cost of the improvements.
- (2) This comment was noted.
- (3) The portion of the bike trail to be replaced will be constructed per City standards.
- (4) A Building Envelopes Site Plan illustrating building envelopes and noting maximum building height has been submitted.
- (5) The maintenance easements along side property lines have been shown and dedicated on the plat.
- (6) Irrigation will not be provided for this development, therefore, the dedication language on the plat has been amended to exclude any reference to irrigation easements.
- (7) The two 20' easements have been identified on the plat.
- (8) The "common open space" labeling has been changed to "common tracts" as recommended.
- (9) The bluff-line has been identified on the Building Envelopes Site Plan.
- (10) Fencing will be installed along south property line adjacent to Highway 340 only. The type of fence will be stucco finish and the height will be 5' to 6'.

CITY PROPERTY AGENT

- (1) The "common space" has been designated as "common tracts" dedicated to the Homeowners Association.
- (2) The dedication language for the irrigation easements has been excluded from the plat. No irrigation will be provided for this development.
- (3) These two easements have been identified on the plat and plans.
- (4) The "outlots" have been designated as "common tracts" dedicated to the Homeowners Association.

CITY UTILITY ENGINEER

1. Water- It has been noted that this project is in the Ute Water District. No comments have been received by the City from the Ute Water District.
2. Sewer - These comments have been noted.
3. General
 - (1) The form of Improvements Agreement will be in the form of a good and sufficient letter of credit acceptable to the city.
 - (2) The 20' easements have been specified as multi-purpose easements as requested.

CITY PARKS AND RECREATION DEPARTMENT

- (1a) The petitioner does not intend to maintain or construct any additional bike trail along Highway 340 except for what is being proposed on the plans.
- (1b) This comment was noted.
- (1c) The parks and open space fees will be paid at the time of the final recording of the plat.

STAFF REVIEW

FILE: #FPP-95-133

DATE: August 16, 1995

STAFF: Kathy Portner

REQUEST: Final Plan/Plat--Willow Ridge Subdivision

LOCATION: HWY 340 and Redlands Canal

APPLICANT: Oliver E. Frascona

EXISTING LAND USE: Vacant

PROPOSED LAND USE: Single Family Residential, 3.1 units per acre

SURROUNDING LAND USE:

NORTH: Undeveloped
SOUTH: Single Family Residential, 2-3 units per acre
EAST: Commercial
WEST: Single Family Residential, 3-4 units per acre

EXISTING ZONING: PR-3.1 (Planned Residential, 3.1 units/acre)

PROPOSED ZONING: No change

SURROUNDING ZONING:

NORTH: C-1 (light commercial)
SOUTH: R-2 (Mesa County zoning--Single Family, 3.5 units per acre)
EAST: C-1 (light commercial)
WEST: RSF-4 (Residential Single Family, 4 units per acre)

RELATIONSHIP TO COMPREHENSIVE PLAN:

No Comprehensive Plan exists for this area.

STAFF ANALYSIS:

Willow Ridge Subdivision received Preliminary approval by Planning Commission and City Council for 14 lots (Development File #PP-95-29). The following conditions of approval shall apply:

1. The entry feature will be allowed but must be designated as a common tract dedicated and maintained by the homeowners.
2. The "flared" design of Willow Ridge Court will be allowed to a maximum of 85' in width that tapers to a standard 44' in width prior to its terminus as a cul-de-sac.
3. A Homeowner's Association must be formed to be responsible for the maintenance of all open space areas, the detention area and the entry feature.
4. Building envelopes must be shown on the plat or on a separate site plan to be recorded with the plat to define the 0' and 10' side yard setbacks. The plat must also include the maintenance easements on all lots adjacent to a 0' sideyard setback. The approved setbacks are as follows:
 - Front yard--20' for garages, 15' for residence
 - Rear yard--25'
 - Side yard--lots 1 through 6 and 10 through 14--0' and 10'
 - lots 7 through 9--10'

Maximum building height--32 feet
5. Acceleration/deceleration lanes are required on Highway 340.
6. All structures must maintain a 25 foot setback from the bluff line. The bluff line must be identified on the plat.

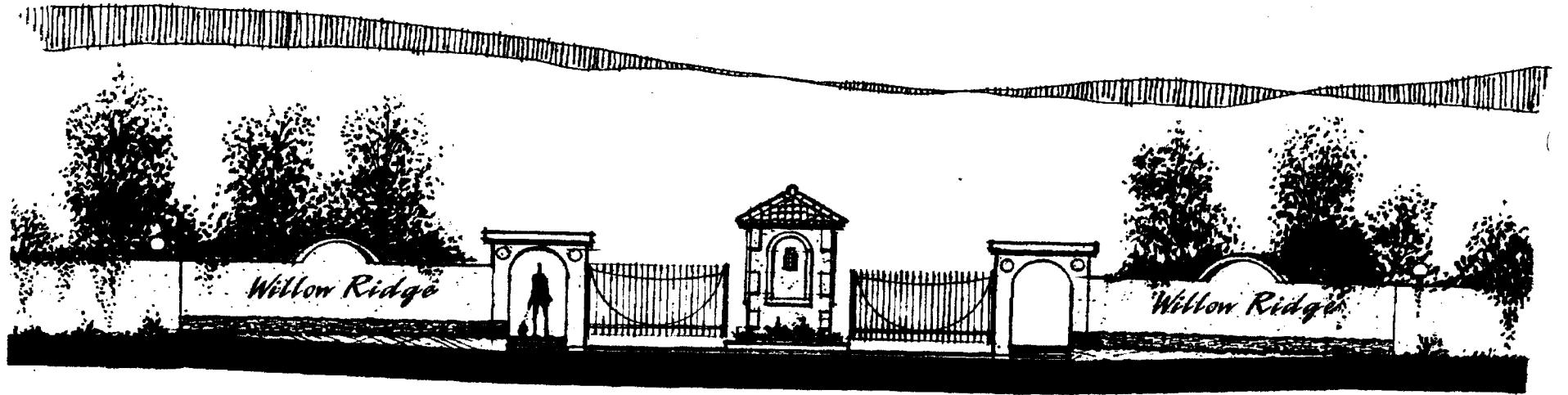
The following issues must be addressed:

1. The "outlots" should be designated as "common tracts" and appropriately dedicated to the homeowners. A plan for the landscaping and signage for these common tracts must be submitted for review and approval. The cost of the improvements must be included in the Improvements Agreement for the subdivision.
2. The State Highway ROW between this property and the pavement is not maintained by the City or the State. You may want to consider landscaping and maintenance of this "no-man's land" to improve the appearance of the entrance to the subdivision.
3. The portion of the trail to be replaced must meet City standards.
4. The plat or recorded site plan must include building envelopes clarifying the 0' and 10' side yard setbacks and the required 25' rear yard setback from bluff line. Maximum building height shall also be noted.
5. The required maintenance easements along side property lines must be shown on the plat and properly dedicated.

6. The dedication language on the plat includes irrigation easements which are not shown on the plat. Please clarify.
7. The plat shows two 20' easements that do not identify the type of easement. Please clarify.
8. The "common open space" would be more appropriately labeled as "common tracts" since neither are usable spaces.
9. The bluff-line must be identified on the plat.
10. Is there any perimeter fencing proposed for the subdivision. If so please identify the type, height and location.

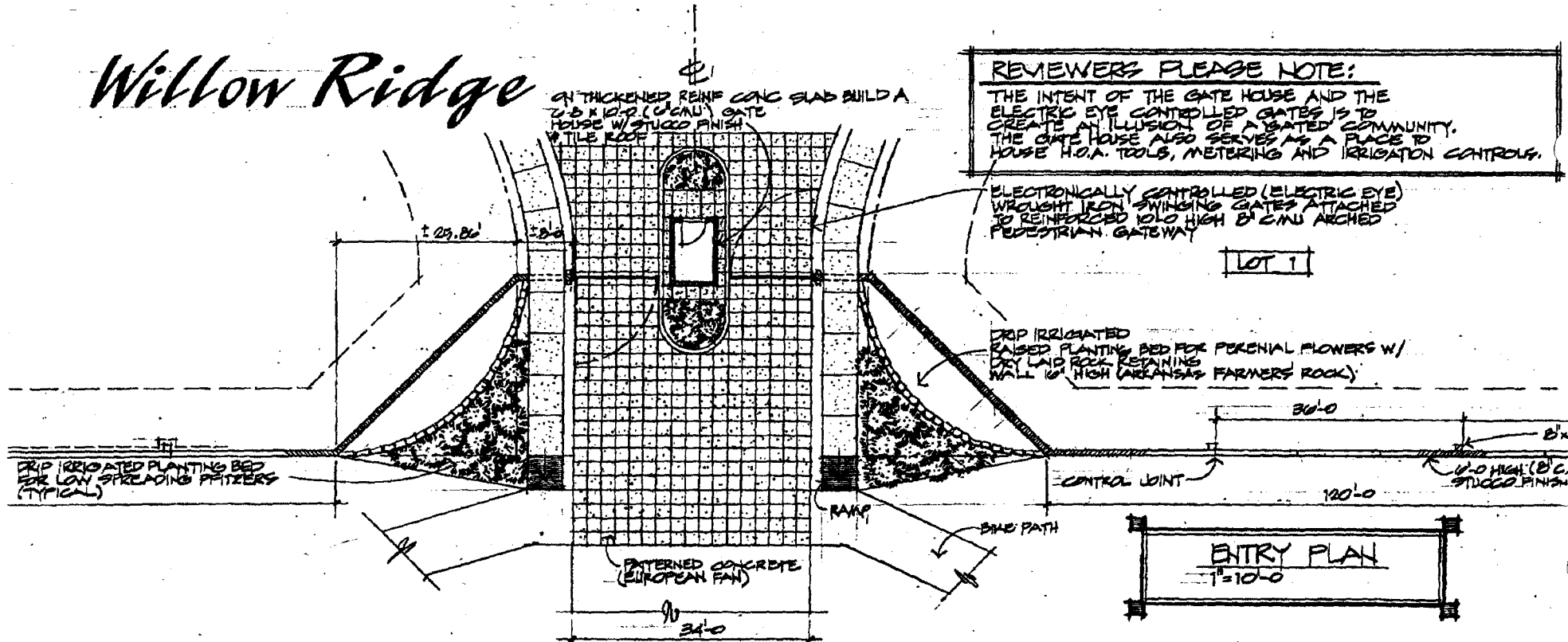
STAFF RECOMMENDATION:

Staff will make a recommendation after reviewing the petitioner's response to comments.



Willow Ridge

Willow Ridge



REVIEWERS PLEASE NOTE:

THE INTENT OF THE GATE HOUSE AND THE ELECTRIC EYE CONTROLLED GATES IS TO CREATE AN ILLUSION OF A GATED COMMUNITY. THE GATE HOUSE ALSO SERVES AS A PLACE TO HOUSE H.O.A. TOOLS, METERING AND IRRIGATION CONTROLS.

ELECTRONICALLY CONTROLLED (ELECTRIC EYE) WROUGHT IRON SWINGING GATES ATTACHED TO REINFORCED 10'-0" HIGH 8" CMU ARCHED PEDESTRIAN GATEWAY

MAR-27-96 THU 16:00 ROLLAND ENG. 2411273+ P.02

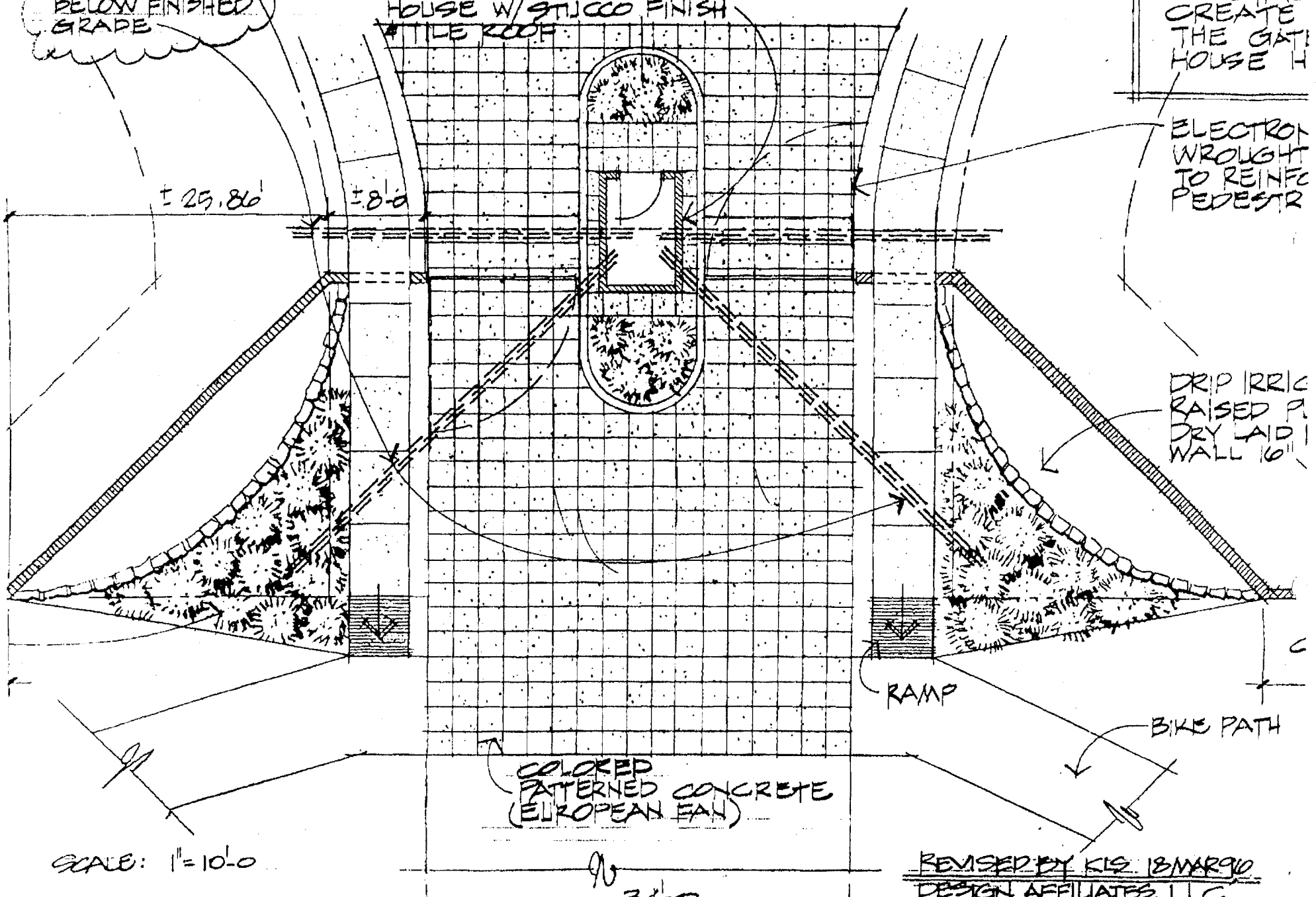
2-2" & 1-3" PVC SLEEVES @ 3'0" BELOW FINISHED GRADE

ON THICKENED REINF CONC SLAB BUILD A 6-8 X 10-0 (6" CMU) GATE HOUSE W/ STUCCO FINISH & TILE ROOF

REVIEW THE INTE ELECTRIC CREATE THE GATE HOUSE H

ELECTRON WROUGHT TO REINFC PEDESTAL

DRIP IRRIC RAISED P. DRY Laid WALL 16"



± 25.86'

± 8'-0"

RAMP

BIKE PATH

COLORED PATTERNED CONCRETE (EUROPEAN FAN)

SCALE: 1" = 10'-0"

REVISED BY KIS 18 MAR 90 DESIGN AFFILIATES, LLC

22-0

STAFF REVIEW

FILE: #FPP-95-133
DATE: September 26, 1995
STAFF: Kathy Portner
REQUEST: Final Plan/Plat--Willow Ridge Subdivision
LOCATION: HWY 340 and Redlands Canal
APPLICANT: Oliver E. Frasca

EXISTING LAND USE: Vacant

PROPOSED LAND USE: Single Family Residential, 3.1 units per acre

SURROUNDING LAND USE:

NORTH: Undeveloped
SOUTH: Single Family Residential, 2-3 units per acre
EAST: Commercial
WEST: Single Family Residential, 3-4 units per acre

EXISTING ZONING: PR-3.1 (Planned Residential, 3.1 units/acre)

PROPOSED ZONING: No change

SURROUNDING ZONING:

NORTH: C-1 (light commercial)
SOUTH: R-2 (Mesa County zoning--Single Family, 3.5 units per acre)
EAST: C-1 (light commercial)
WEST: RSF-4 (Residential Single Family, 4 units per acre)

RELATIONSHIP TO COMPREHENSIVE PLAN:

No Comprehensive Plan exists for this area.

STAFF ANALYSIS:

Willow Ridge Subdivision received Preliminary approval by Planning Commission and City Council for 14 lots (Development File #PP-95-29). The following conditions of approval shall apply:

6. The dedication language on the plat includes irrigation easements which are not shown on the plat. Please clarify.
7. The plat shows two 20' easements that do not identify the type of easement. Please clarify.
8. The "common open space" would be more appropriately labeled as "common tracts" since neither are usable spaces.
9. The bluff-line must be identified on the plat.
10. Is there any perimeter fencing proposed for the subdivision. If so please identify the type, height and location.

STAFF RECOMMENDATION:

Staff will make a recommendation after reviewing the petitioner's response to comments.

STAFF REVIEW

FILE: #FPP-95-133
DATE: September 27, 1995
STAFF: Kathy Portner
REQUEST: Final Plan/Plat--Willow Ridge Subdivision
LOCATION: HWY 340 and Redlands Canal
APPLICANT: Oliver E. Frasca

EXISTING LAND USE: Vacant

PROPOSED LAND USE: Single Family Residential, 3.1 units per acre

SURROUNDING LAND USE:

NORTH: Undeveloped
SOUTH: Single Family Residential, 2-3 units per acre
EAST: Commercial
WEST: Single Family Residential, 3-4 units per acre

EXISTING ZONING: PR-3.1 (Planned Residential, 3.1 units/acre)

PROPOSED ZONING: No change

SURROUNDING ZONING:

NORTH: C-1 (light commercial)
SOUTH: R-2 (Mesa County zoning--Single Family, 3.5 units per acre)
EAST: C-1 (light commercial)
WEST: RSF-4 (Residential Single Family, 4 units per acre)

RELATIONSHIP TO COMPREHENSIVE PLAN:

No Comprehensive Plan exists for this area.

STAFF ANALYSIS:

Willow Ridge Subdivision received Preliminary approval by Planning Commission and City Council for 14 lots (Development File #PP-95-29). The conditions of approval for the Preliminary Plan were as follows:

STAFF RECOMMENDATION:

Staff recommends approval of the final plat/plan as amended in the applicants response to comments with the condition that the final plat, plans and documents, including the proposed fence/wall along Highway 340, must receive final approval by City staff prior to recording and/or construction.

RECOMMENDED PLANNING COMMISSION MOTION:

Mr. Chairman, on item #FPP-95-133, I move we approve the final plat/plan for Willow Ridge Subdivision as per the staff recommendation.



Subject Property

Highway 340

STAFF REVIEW

FILE: #FPP-95-133
DATE: April 11, 1996
STAFF: Kathy Portner
REQUEST: Willow Ridge Subdivision--Gated Entrance
LOCATION: HWY 340 and Redlands Canal
APPLICANT: Oliver E. Frasca

EXISTING LAND USE: Vacant

PROPOSED LAND USE: Single Family Residential, 3.1 units per acre

SURROUNDING LAND USE:

NORTH: Undeveloped
SOUTH: Single Family Residential, 2-3 units per acre
EAST: Commercial
WEST: Single Family Residential, 3-4 units per acre

EXISTING ZONING: PR-3.1 (Planned Residential, 3.1 units/acre)

PROPOSED ZONING: No change

SURROUNDING ZONING:

NORTH: C-1 (light commercial)
SOUTH: R-2 (Mesa County zoning--Single Family, 3.5 units per acre)
EAST: C-1 (light commercial)
WEST: RSF-4 (Residential Single Family, 4 units per acre)

EXECUTIVE SUMMARY:

Request for a variance to City Street Standards to allow an electronic eye gate at the entrance to the Willow Ridge Subdivision.

RELATIONSHIP TO COMPREHENSIVE PLAN:

No Comprehensive Plan exists for this area.

STAFF ANALYSIS:

Willow Ridge Subdivision received Final approval by Planning Commission and City Council for 14 lots (Development File #FPP-95-133). Final construction drawings for interior infrastructure have been approved and construction has begun. The applicant has submitted a landscaping plan and perimeter wall design for staff approval. The wall design includes a gate across the entry street that is operated by an electronic eye so that it automatically opens when a vehicle approaches. That design must be approved by City Council with a recommendation from Planning Commission.

Current City street standards do not allow for gating of public streets. Even though the gate will automatically open for any vehicle, it certainly gives one the impression of a private, locked gate. City Council has approved one gated community in Grand Junction, the Villas at Country Club, located at 12th Street and G Road. Council approval included the following conditions:

1. All previous conditions of approval of the subdivision apply.
2. Should the petitioner desire to pursue alternative arrangements for trash and garbage service, the two options are to get an exemption from the City Council's policy of exclusive trash and garbage service by City haulers or to have the City Council agree to allow City trucks to enter private streets in order to collect garbage.
3. The final plat shall identify the gated entry feature and identify the streets as private tracts dedicated to the homeowners.
4. Club Court and North Club Court must both be reserved and identified as full-width, multi-purpose easements on the final plat.
5. The gate entry shall provide for at least 60 feet of stacking distance from the nearest public right-of-way.
6. A sign at the entrance to the site shall identify the street as a gated, private street with restricted access.
7. All Public Service and Utility Providers shall have 24-hour access, as determined by the Public Works Director, through the gate in order to attend to either routine or emergency needs.
8. The homeowners association shall establish an annual maintenance fund for the private streets. The form and financial mechanisms of this fund shall be submitted by the petitioner for review and approval by the Public Works Department prior to the release of the Development Improvements Agreement.

The proposed gate at the Villas is somewhat different from what is being proposed for Willow Ridge in that the gate at the Villas will not automatically open for any vehicle. The Willow

Ridge applicant argues that because the gate is automatic there should not be any special concerns with the proposal and the internal street should remain a public street. Staff disagrees and feels that a gate, no matter how it operates, is not appropriate across a public street.

STAFF RECOMMENDATION:

Staff recommends that if this request is approved that the following conditions apply:

1. All previous conditions of approval of the subdivision apply.
2. The final plat shall identify the gated entry feature and identify the streets as private tracts dedicated to the homeowners.
3. The internal private street shall be reserved and identified as a full-width, multi-purpose easement on the final plat.
4. The design of the gate entry shall provide sufficient stacking distance from the Highway 340 ROW as required by the Director of Public Works.
5. A sign at the entrance to the site shall identify the street as a gated, private street.
6. All public service and utility providers shall have 24-hour access, as determined by the Public Works Director, through the gate in order to attend to either routine or emergency needs.
7. The homeowners association shall establish an annual maintenance fund for the private street. The form and financial mechanisms of this fund shall be submitted by the petitioner for review and approval by the Public Works Department prior to the release of the Development Improvements Agreement and/or recording of the final plat, whichever comes first.

RECOMMENDED PLANNING COMMISSION MOTION:

Mr. Chairman, on item FP-95-133(2), I move we recommend approval of the request for a gated community subject to the staff conditions.

WILLOW RIDGE SUBDIVISION
ENTRY WALL AND LANDSCAPING ESTIMATE

12FEB96

PROJECT ENTRY

1.	SPREAD FOOTINGS	\$ 2,650.00
2.	CONCRETE MASONRY UNITS	\$10,000.00
3.	STUCCO	\$ 3,250.00
4.	GATE HOUSE ROOF/TILE	\$ 1,100.00
5.	GATES AND CONTROLS	\$ 3,600.00
6.	LIGHTING AND CONTROLS	\$ <u>750.00</u>
	SUBTOTAL	\$21,350.00

LANDSCAPING

1.	ROCK RETAINING WALL	\$ 3,375.00
2.	IRRIGATION AND CONTROLS	\$ 3,950.00
3.	PLANT MATERIALS & LABOR	\$ <u>9,300.00</u>
	SUBTOTAL	\$16,625.00

PLEASE NOTE: THE ABOVE REFLECTS ESTIMATES AND PRELIMINARY BIDS ON PRELIMINARY DESIGN DRAWINGS. DESIGN CHANGES AND FINAL BIDS WILL RESULT IN A DOWNWARD CHANGE IN THE NUMBERS.
PREPARED BY KEN SCHMOHE, DESIGN AFFILIATES, LLC.

**Kenneth L. Schmohe, Architect
Design Affiliates, LLC
2690 Regis Drive
Boulder, CO 80303**

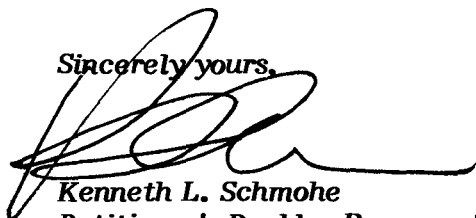
22Aug95

**Ms. Kathy Portner, Planner
Grand Junction Community Development Department
250 North Fifth Street
Grand Junction, CO 81501-2668**

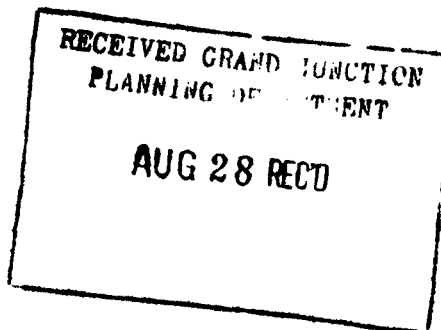
Dear Ms. Portner

As per today's telephone conversation regarding Willow Ridge Subdivision final submittal hearing as scheduled before the Planning Commission on 05Sept95, please postpone until 03Oct95. The extra time will allow for a more thoughtful and concise response to the to the more complex issues as brought forward in your Review Comments. Thank you.

Sincerely yours,



**Kenneth L. Schmohe
Petitioner's Boulder Representative**





October 18, 1995

Oliver Frasca
1910 Stony Hill Rd.
Boulder, CO 80303

City of Grand Junction, Colorado
250 North Fifth Street
81501-2668
FAX:(970)244-1599

RE: Willow Ridge Subdivision

Dear Mr. Frasca,

The final plan and plat for the Willow Ridge Subdivision was approved by the City of Grand Junction Planning Commission on October 3, 1995.

As you begin the construction phase outlined in the Submittal Standards for Improvements and Developments (SSID), there are several items which must be completed prior to construction. I have included a Construction Phase Submittal Chart, a Construction Approval and Progression Form, and Submittal Requirements for Final Acceptance of Improvements for your information.

Submittal of four sets of construction drawings for approval and sign off is required.

An improvements agreement/guarantee must be in place prior to sign off of construction drawings.

A pre-construction notice as detailed in Section VII-3 of SSID is required and a meeting should be scheduled.

Please contact me if I can answer any questions. My number is 244-1591.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jody Kliska".

Jody Kliska
City Development Engineer

cc: Community Development Dept.
Rolland Engineering

CONSTRUCTION PHASE SUBMITTAL CHART

Location: Hwy 340

Project Name: WILLOW RIDGE SUBDIVISION

STEP	ACTIVITY	SUBMITTAL ITEMS	SSID REF.
1	None	<ul style="list-style-type: none"> ● City Approval of Construction Drawings ● Pre-construction Notice ● Work within Public ROW Permit <i>CDOT</i> ○ NPDES Permit ● Improvements Agreement/Guarantee ○ _____ 	VII-3 VII-3 VII-4 VII-4
2	Grading Street Rough Cut Sanitary Sewer Water Irrigation Other Utilities Subgrade Base Course Concrete Placement	<ul style="list-style-type: none"> ● Construction Report: Grading and Pipeline Phase ● As-built Grading Drawing ● As-built Drainage Drawing ● As-built Water & Sewer Drawing ○ _____ ● Construction Report: Concrete and Pavement Preparation ○ Flowline Grade Sheets ○ Revised Asphalt Design (if necessary) ● Request City Lamping of Sewerline 	X-4 IX-6 IX-5 IX-9 X-3 VII-4 VII-4 VII-4
3	Asphalt Pavement Traffic Control Facilities Monumentation Permanent On-Site Benchmark (Subdivisions Only)	<ul style="list-style-type: none"> ● Construction Report: Concrete and Pavement Placement ● Complete Set of As-Built Drawings ● Request for City Initial Inspection ○ _____ 	X-2 IX-5 to IX-9 VII-4
4	Warranty Period	<ul style="list-style-type: none"> ● Request for City Final Inspection 	VII-4

- NOTES:
1. Only those submittal items which are preceded by a shaded-in circle are required for the project. At the time of construction drawing approval, City Engineering will submit to the developer one signed approved set of drawings and a copy of this form which has been completed for the specific project, and one completed copy of Form VI-4 and VI-5.
 2. City Engineering approval of submittal items is required prior to commencement of subsequent steps. The City will make every effort to provide timely approvals in order to accommodate construction schedules. If information is submitted for Step 2 in a timely manner as construction proceeds, then City Engineering review of remaining items may be done within ½ working day.



**City of Grand Junction
Construction Approval & Progress**

Project Name: WILLOW RIDGE SUBDIVISION
 Location: HWY 340
 Developer: OLIVER FRASCONA
 Engineer: ROLLAND ENGINEERING

A Licensed Professional Engineer is required to oversee construction of public improvements.

Date Construction Plans Approved: _____

Submittal of four sets of prints is required for approval and signature. Distribution: Development Engineer, City Inspector, Community Development, Developer/Contractor.

Improvements Agreement in Place: _____

Construction Meeting: _____

1. Attendance by developer's engineer, contractor(s), testing lab, city engineering representative, city inspector is required.
2. Submit list of contractors and approximate starting dates.
3. Submit quality assurance plan for testing and inspection. A test location map will be required prior to final acceptance of work.
4. Notification of city inspector 24 hours prior to commencement of work is required.

Permit for Construction and Installation of Facilities-in Public Right of Way required: _____

Date of Final Inspection : _____

Reinspections: _____

Final Acceptance: _____

Warranty Period Ends: _____

Note: City inspection of work does not relieve developer or contractor of their duties regarding inspection, monitoring, and testing.

Submittal Requirements for Final Acceptance of Improvements

WILLOW RIDGE SUBDIVISION

The following items must be submitted prior to the acceptance of streets, drainage, and utilities by the City of Grand Junction.

As-Built Drawings (Reference SSID IX-5,6,7,8,9)

- ▶ Sealed by a Professional Engineer
- ▶ Two Blue-line copies
- ▶ One Mylar Copy
- ▶ One 3 1/2" Floppy Disk with drawing files

Report (Reference SSID X-2,3,4)

- ▶ Testing Location Map
- ▶ Inspection Diaries
- ▶ Testing Reports

Certification of Detention/Retention Basin
(Reference SSID IX-6)

- ▶ Sealed by a Professional Engineer

Note: A one-year warranty period begins once public facilities are accepted by the City of Grand Junction. Any defects or deficiencies which occur during this period must be corrected by the developer. (Reference Zoning and Development Code 5-4-12, A-4)



file

Grand Junction Community Development Department
Planning • Zoning • Code Enforcement
250 North Fifth Street
Grand Junction, Colorado 81501-2668
(303) 244-1430 FAX (303) 244-1599

November 24, 1995

Oliver Frasca
1910 Stony Hill Rd.
Boulder, CO 80303

RE: File #FPP-95-133

Dear Mr. Frasca:

This is in follow-up to the approval of Willow Ridge Subdivision in Grand Junction, Colorado. At their October 3, 1995 hearing, the Planning Commission approved the final plan/plat for the subdivision subject to the applicant's response to comments and that the final plat, plans and documents, including the proposed fence/wall along Highway 340, must receive final approval by City staff prior to recording and/or construction.

The following items are needed prior to recording the plat and/or commencing construction:

1. Four sets of construction drawings for approval and sign off.
2. An improvements agreement/guarantee for review and approval.
3. A pre-construction notice and meeting scheduled (see Jody Kliska's letter dated October 18, 1995).
4. Original mylar plat, with all corrections as required by the review agencies, and owners' signatures submitted to the City for review and sign-off.
5. Approval by the Mesa County Surveyor's Office.
6. Details of the proposed fence/wall along Highway 340 for review and approval.
7. A plan for the landscaping and signage for the common tracts submitted for review and approval and the costs included in the improvements agreement.
8. Setbacks/building envelopes shown on a separate mylar site plan submitted for review and approval.
9. Proof of formation of the Homeowner's Association.
10. Payment of the then current Parks and Open Space fees.

MEMORANDUM

TO: John Shaver
FROM: Kathy Portner
DATE: May 20, 1996
RE: Willow Ridge Subdivision

Attached are copies of the proposed Willow Ridge Covenants and Articles of Incorporation for the Homeowners Association. Please review and let me know if there are any changes needed. Thanks.

Send to John - 5/20/96

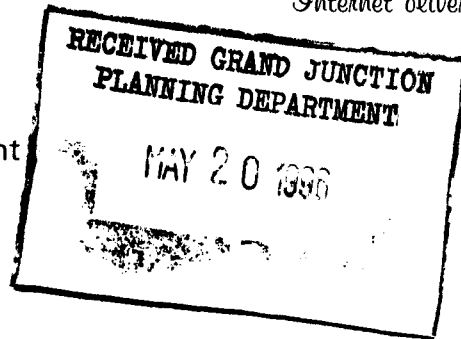
Willow Ridge, a Colorado Limited Liability Company

4750 Table Mesa Drive, Boulder, Colorado 80303

Phone (303) 494-3000
Facsimile (303) 494-6309
Internet oliver@frascona.com

May 17, 1996

Ms. Kathy Portner, Planner
Grand Junction Community Development
250 North Fifth Street
Grand Junction, CO 81501-2658



Re: Willow Ridge Subdivision

Dear Ms. Portner:

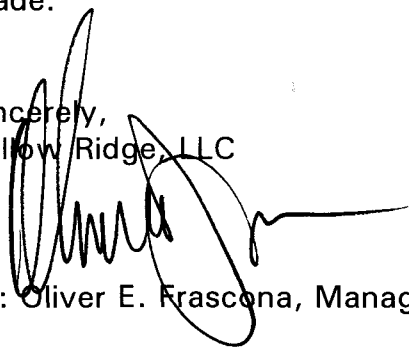
I am sure that you have seen the progress on the project. It is only a matter of money and time. I hope you like the entry as much as I do. I am very trying hard to create a nice little community on this small piece of ground and, although it costs a little more, the entry patterned concrete seemed like the right thing to do.

I am almost done with the improvements. Now, after almost two years I can start to build. It always takes longer and costs more than one thinks it will. The acceleration and deceleration lanes were expensive but they also added a lot to the overall project and provide a safe entrance.

I have decided, now that the final grading is done that the inclusion of a border or perimeter wall along the highway in addition to an entry wall is not a good idea. I can not live without the gate house (although there is no gate) and entry walls. I understand that the building permit has been issued for these items. I need to get immediate approval to delete the long wing walls as soon as possible. A wall on the West is of no use as the road rises to fast for it to do any good. The wall on the East is of no use as the embankment already accomplishes the task.

I think that the gate house, even though there is are no gates, will visually help to create the sense of community that I want to accomplish. Once units that are to border the highway are under construction, I may decide that a wall is desirable and will then apply for permission to build these walls. Everyone said that I would not need the extended walls, I just did not realize the angle of attack on the finished grade.

Sincerely,
Willow Ridge, LLC


by: Oliver E. Frascona, Managing Member

BYLAWS
OF
WILLOW RIDGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I -- NAME AND LOCATION

The name of the corporation is WILLOW RIDGE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be c/o Oliver E. Frasca, 4750 Table Mesa Drive, Boulder, CO 80303, but meetings of members and directors may be held at such places within the State of Colorado as may from time to time be designated by the Executive Board of the Association ("Executive Board" or "Board").

ARTICLE II -- PURPOSE

The purpose for which the Association is formed is to govern the Units, exercise the rights, power and authority, and fulfill the duties of the Association, as provided in that certain Declaration of Covenants, Conditions and Restrictions of Willow Ridge Subdivision, and any amendments and supplements thereto, recorded in the office of the Clerk and Recorder for Mesa County ("Declaration") (terms which are defined in the Declaration shall have the same meanings herein unless otherwise defined), and those certain Articles of Incorporation of Willow Ridge Homeowners Association, Inc., and any amendments thereto, filed in the office of the Secretary of State of the State of Colorado ("Articles of Incorporation"). All present and future Unit Owners, tenants, occupants, and any other Person who may use the Units, or any portion thereof, or any facilities or appurtenances thereto or thereon, in any manner, shall be subject in all respects to the covenants, conditions, restrictions, reservations, easements, regulations, and all other terms and provisions set forth in the Declaration, Articles of Incorporation and these Bylaws. The mere acquisition, rental or occupancy of any Unit, or any portion thereof, shall signify that all terms and provisions of the Declaration, Articles of Incorporation and these Bylaws are accepted, ratified and shall be complied with.

ARTICLE III -- MEETINGS OF MEMBERS

1. Annual Meetings. The first annual meeting of the Members shall be held within twelve (12) months from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in the same month of each year as the month in which the first annual meeting was held, the specific date and time thereof to be designated by the Executive Board from time to time. At each annual meeting, the Members shall elect directors to fill vacancies and conduct such other business as may properly come before the meeting.

2. Special Meetings. Special meetings of the Members may be called at any time by the President or by a majority of the Executive Board or by Unit Owners having twenty percent (20%) of the votes of the Association.

3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary of the Association or Person authorized to call the meeting. Not less than ten (10) nor more than fifty (50) days in advance of such meeting, the Person giving such notice, as aforesaid, shall cause notice of the meeting to be hand delivered or sent prepaid by

United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner. The notice of any meeting must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes, and any proposal to remove an officer or member of the Executive Board.

4. Quorum

(a) A quorum is deemed present throughout any meeting of the Association if persons entitled to cast twenty percent (20%) of the votes which may be cast for election of the Executive Board are present, in person or by proxy at the beginning of the meeting.

(b) Unless otherwise specifically provided by the Declaration, the Articles of Incorporation, these Bylaws or by statute, all matters coming before a meeting of Members at which a proper quorum is in attendance, in person or by proxy, shall be decided by the vote of a majority of the votes validly cast at such meeting.

5. Proxies

(a) If only one of the multiple Unit Owners of a Unit is present at a meeting of the Association, such Unit Owner is entitled to cast all votes allocated to that Unit. If more than one of the multiple Unit Owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Unit Owners, unless the Declaration expressly provides otherwise. There is majority agreement if any one of the multiple Unit Owners casts the votes allocated to that Unit without protest being made promptly to the Person presiding over the meeting by any of the other Unit Owners of the Unit.

(b) Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one Person, each Unit Owner of the Unit may vote or register protest to the casting of votes by the other Unit Owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the Person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates eleven (11) months after its date unless it provides otherwise.

6. Security Interest Holders. Each Security Interest Holder shall have the right to designate a representative to attend all meetings of Members.

ARTICLE IV -- EXECUTIVE BOARD

1. Number. The affairs of this Association shall be managed by an Executive Board of three (3) directors. Directors shall be Members which, in the case of Declarant, may include any officer, director, employee or authorized agent of Declarant and, in the case of other corporate Members, may include the officers and directors of each such corporate Member.

2. Term of Office

(a) Within sixty (60) days after conveyance to Unit Owners other than Declarant, of twenty-five percent (25%) of the Units that may be created, at least one member and not

less than twenty-five percent (25%) of the members of the Executive Board must be elected by Unit Owners other than the Declarant.

(b) Within sixty (60) days after conveyance to Unit Owners other than Declarant of fifty percent (50%) of the Units that may be created, not less than thirty-three and one-third percent (33-1/3%) of the members of the Executive Board must be elected by Unit Owners other than the Declarant.

(c) Within sixty (60) days after conveyance to Unit Owners other than a Declarant, of seventy-five percent (75%) of the Units which may be created not less than fifty percent (50%) of the members of the Executive Board must be elected by Unit Owners other than the Declarant.

(d) Except as otherwise provided in these Bylaws, during the Period of Declarant Control, the Declarant or Persons appointed by the Declarant may appoint all officers and directors and remove all officers and directors of the Executive Board appointed by it. Not later than termination of the Period of Declarant Control, the Unit Owners shall elect an Executive Board, at least a majority of whom must be Unit Owners other than the Declarant or designated representatives of Unit Owners other than the Declarant.

(e) Any director of the Executive Board who is elected by the Members prior to termination of the Period of Declarant Control shall serve for one (1) year or until such director's duly-elected successor takes office on the Executive Board, whichever occurs later. At the first annual meeting of the Association held subsequent to termination of the Period of Declarant Control, the Members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years, and at each annual meeting thereafter the Members shall elect the same number of directors as there are directors whose terms are expiring at the time of each election, for terms of three years.

3. Removal. The Unit Owners, by a two-thirds (2/3) vote of all Persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Executive Board with or without cause, other than an Executive Board member appointed by the Declarant. Declarant may at any time remove, and appoint the successor of, any member of the Executive Board who was appointed by the Declarant. In the event of death, resignation or removal of a director, his other successor shall be selected by a majority of the remaining members of the Executive Board, whether or not such remaining members constitute a quorum, and shall serve for the unexpired term of the director being replaced; provided, however, that the Declarant may appoint the successor of any director who served in such capacity as a result of being appointed by the Declarant.

4. Compensation. No director shall receive compensation for any service rendered to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of the Director's duties.

5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE III -- NOMINATION AND ELECTION OF DIRECTORS

1. Nomination. Nomination for election to the Executive Board may be made by a Nominating Committee if such a committee is appointed, from time to time, by the Executive Board. Nominations may also be made from the floor at any Member meeting.
2. Election. Election to the Executive Board shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes will be elected. Cumulative voting is not permitted.

ARTICLE IV -- MEETINGS OF EXECUTIVE BOARD

1. Regular Meetings. Regular meetings of the Executive Board shall be held not less often than quarterly, without notice, at such place and hour as may be fixed from time to time by the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.
2. Special Meetings. Special meetings of the Executive Board shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.
3. Quorum; Actions of Executive Board. A quorum is deemed present throughout any meeting of the Executive Board if Persons entitled to cast fifty percent (50%) of the votes on the Executive Board are present at the beginning of the meeting. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Executive Board.

ARTICLE V -- POWERS AND DUTIES OF THE EXECUTIVE BOARD

1. Powers. The Executive Board shall have power to:
 - (a) adopt and publish rules and regulations governing the use of the Units, the Common Tracts, the Common Interest Community, or any portion thereof, and any facilities thereon and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
 - (b) suspend the voting rights and the right of a Member to use recreational facilities, if any, during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days, for infraction of published Association rules and regulations;
 - (c) enter into, make, perform or enforce contracts, licenses, leases and agreements of every kind and description; provided, however, that the following contracts and leases, if such contracts and leases are entered into before the Executive Board elected by the Unit Owners takes office subsequent to termination of the Period of Declarant Control, may be terminated without penalty by the Association at any time after such date,

upon not less than ninety (90) days' notice to the other party: any management contract, employment contract, or lease of recreational or parking areas or facilities; any other contract or lease between the Association and a Declarant or an affiliate of a Declarant; or any contract or lease that is not bona fide or was unconscionable to the Unit Owners at the time entered into under the circumstances then prevailing; (However, this subsection (c) does not apply to any lease the termination of which would terminate the Common Interest Community or reduce its size, unless the real estate subject to that lease was included in the Common Interest Community for the purpose of avoiding the right of the Association to terminate a lease under this subsection or a proprietary lease.)

(d) provide for direct payment of assessments to the Association from Unit Owners' checking, credit or other accounts;

(e) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(f) declare the office of a member of the Executive Board to be vacant in the event such member shall be absent from two (2) regular meetings of the Executive Board during any one year period; and

(g) employ a manager, an independent contractor, or such other employees as they deem necessary, and prescribe their duties.

2. Duties. It shall be the duty of the Executive Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Unit Owners entitled to cast at least one-fourth (1/4) of the votes at such meeting;

(b) supervise all officers, agents, and employees of the Association, and see that their duties are properly performed;

(c) as more fully provided in the Declaration, to: determine the amount of the annual assessment against each Unit, from time to time, in accordance with the Association budget, and revise the amount of the annual assessment if such budget is rejected by the Unit Owners; and foreclose the lien against any Unit for which assessments are not paid within one hundred eighty (180) days after the due date, or bring an action at law against the Owner personally obligated to pay the same;

(d) issue, or cause an appropriate officer or authorized agent to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment as to all persons who rely thereon in good faith;

(e) procure and maintain insurance, as more fully provided in Article VI of the Declaration;

(f) provide for maintenance, repair and/or reconstruction of the Common Tracts, other parcels of Real Property, and Improvements, as more fully provided in the Declaration; and

(g) keep financial records sufficiently detailed to enable the Association to comply with the requirement that it prove statements of unpaid assessments. All financial and other records shall be made reasonably available for examination by any Unit Owner and such Unit Owner's authorized agents.

Any of the aforesaid duties may be delegated by the Executive Board to any other Person(s) or to the Managing Agent.

3. Limitation on Powers. The Executive Board may not act on behalf of the Association to amend the Declaration, to terminate this Common Interest Community, or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

ARTICLE VI -- RIGHTS OF THE ASSOCIATION

The Association may exercise any and all rights or privileges given to it under the Declaration, the Articles of Incorporation or these Bylaws, or as may otherwise be given to it by law, and every other right or privilege reasonably to be implied therefrom or reasonably necessary to effectuate any such right or privilege.

ARTICLE VII -- OFFICERS AND THEIR DUTIES

1. Enumeration of Offices. The officers of this Association may be a president and vice-president, a secretary, a treasurer, and such other offices as the Board may from time to time by resolution create.

2. Election of Officers. The election of officers shall take place at the first meeting of the Executive Board following each annual meeting of the Members.

3. Term. The officers of this Association shall be elected annually by the Executive Board and each shall hold office for one (1) year unless the officer shall sooner resign, or shall be removed, or shall otherwise be disqualified to serve.

4. Special Appointments. The Executive Board may elect such other offices as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Executive Board. Any officer may resign at any time by giving written notice to the Executive Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. Vacancies. A vacancy in any office may be filled by appointment by the Executive Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

8. Duties. The duties of the officers, which are delegable to other persons or the managing agent, are as follows:

(a) President: The President shall preside at all meetings of the Executive Board and Members; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign or authorize a designated agent to co-sign promissory notes and checks of the Association.

(b) Vice-President: The Vice-President shall act in the place and stead of the president in the event of the President's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of the Vice-President by the Executive Board.

(c) Secretary: The Secretary or a designated agent shall record the votes and keep the minutes of all meetings and proceedings of the Executive Board and of the Members; shall keep the corporate seal of the Association and affix it on all papers requiring said seal; shall serve notice of meetings of the Board and of the Members; shall keep appropriate current records showing the names of the Members together with their addresses; shall prepare, execute, certify and record amendments to the Declaration on behalf of the Association; and shall perform such other duties as required by the Board.

(d) Treasurer: The Treasurer or a designated agent shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Executive Board shall sign or authorize a designated agent to sign promissory notes and checks of the Association; shall keep proper books of account; shall cause an annual compilation report of the Association books to be made by a Certified Public Accountant at the completion of each fiscal year or, at the option of the Executive Board, or as required by the Declaration, an annual review or audited financial statement may be required; and shall prepare an annual budget to be presented to the membership, and deliver a copy of each to the Members.

(e) Any officer of the Association may prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

ARTICLE VIII -- COMMITTEES

The Association shall appoint an Architectural Review Committee, subject to the provisions of the Declaration, and may appoint a Nominating Committee. In addition, the Executive Board may appoint other committees as it deems appropriate in carrying out its purposes.

ARTICLE IX -- BOOKS AND RECORDS

The Association shall make available to Unit Owners current copies of the Declaration, Articles of Incorporation, these Bylaws, the rules and regulations, books, records and financial statements of the Association. "Available" shall mean available for inspection, upon request, during normal weekday business hours or under other reasonable circumstances.

ARTICLE X -- CORPORATE SEAL

The Association shall have a seal in circular form and within its circumference the words: WILLOW RIDGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE XI -- AMENDMENTS

These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of the votes of a quorum of Members present in person or by proxy; provided, however, that the written approval of HUD or VA shall be required for any amendments enacted during the Period of Declarant Control if, at the time such amendment is enacted, HUD has insurance or VA has a guarantee(s) on one or more Security Interests.

ARTICLE XII -- CONFLICTS OF PROVISIONS

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the case of any conflict between the Articles of Incorporation and the Declaration, the Declaration shall control.

ARTICLE XIII -- INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify every director, officer, agent and employee, and any former director, officer, agent and employee, against all loss, costs and expenses, including attorney's fees, reasonably incurred in connection with any action, suit, or proceeding to which such person may be made a party by reason of being or having been such a director, officer, agent or employee of the Association, except for matters in which such person shall be finally adjudged to be liable for gross negligence or fraud. Any such indemnity shall be limited to and may only be paid out of the insurance proceeds provided by an insurer furnishing officers and directors errors and omissions insurance coverage and any other insurance protecting the Association from liability because of the negligent acts of its servants, including insurance covering motor vehicles or public liability, property damage, medical and other similar coverage, it being the intent and purpose of this provision to limit all payments or settlements in indemnification to the actual proceeds of insurance policies. No indemnification shall be provided for acts constituting gross negligence, nor for fraud, nor for more reprehensible conduct. In the event of a settlement, the settlement shall be approved by the insurance carrier and paid for by the insurance carrier out of the insurance proceeds. The foregoing rights shall not be exclusive of other rights to which such director, officer, agent or employee may be entitled.

ARTICLE XIV -- FISCAL YEAR

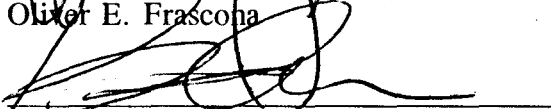
The fiscal year of the Association shall begin on the first day of January and end of the last day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of WILLOW RIDGE HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 17 day of May, 1996.

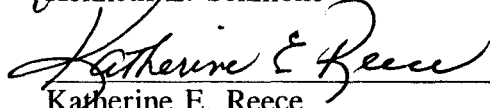
DIRECTORS



Oliver E. Frascogna



Kenneth L. Schmohe



Katherine E. Reece

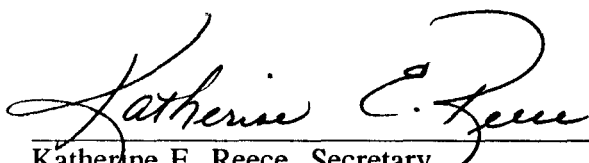
I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of WILLOW RIDGE HOMEOWNERS ASSOCIATION, INC., a Colorado non-profit corporation, and

That the foregoing Bylaws constitute the Bylaws of said Association, as duly adopted at a meeting of the Executive Board thereof, held on the 17th day of May, 1996.

In witness whereof, I have hereunto subscribed my name and affixed the seal of said Association this 17 day of May, 1996.

(SEAL)



Katherine E. Reece, Secretary

**ARTICLES OF INCORPORATION
OF
WILLOW RIDGE HOMEOWNERS ASSOCIATION, INC.**

COPY

In compliance with the requirements of the Colorado Nonprofit Corporation Act, Section 7-20-101 through 7-29-106, C.R.S. 1973, as amended, the undersigned, of full age, has this day, for the purpose of forming a non-profit corporation, certified as follows:

ARTICLE I -- NAME

The name of the corporation is **WILLOW RIDGE HOMEOWNERS ASSOCIATION, INC.**, hereafter called the "Association."

ARTICLE II -- PRINCIPAL OFFICE

The principal office of the Association is c/o Oliver E. Frascona, 4750 Table Mesa Drive, Boulder, CO 80303-5500.

ARTICLE III -- REGISTERED AGENT

Oliver E. Frascona, whose address is c/o Frascona, Joiner and Goodman, P.C., 4750 Table Mesa Drive, Boulder, CO 80303-5500, is hereby appointed the initial registered agent of this Association, and such addressees shall be the registered address of this Association.

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 Units within that certain tract of property described in Exhibit A to the Declaration (as hereinafter defined), and any additions thereto as may hereafter be brought within the jurisdiction of this Association (hereafter called the "Common Interest Community"), and to promote the health, safety and welfare of the residents within the Common Interest Community, and for the following purposes to:

1. exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions of Willow Ridge Subdivision, hereinafter called the "Declaration," applicable to the Common Interest Community and recorded or to be recorded in the Office of the Clerk and Recorder of Mesa County, Colorado, as the same may be amended and supplemented from time to time as therein provided, said Declaration being incorporated herein as if set forth at length (terms which are defined in the Declaration shall have the same meanings herein unless otherwise defined); and
2. adopt and amend budgets for revenues, expenditures, and reserves, and fix, levy, collect and enforce payment of, by any lawful means, all charges and assessments pursuant to the

terms of the Declaration; 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; and

3. acquire (by gift, purchase, or otherwise), own, hold, improve, encumber, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal property, in its own name, in connection with the affairs of the Association; provided, however, that portions of the Common Tracts may not be conveyed, subjected to a security interest or transferred unless an instrument agreeing to such conveyance, security interest, dedication or transfer signed by the Declarant if the Declarant owns any of the Units or Lots, and 12 of the 14 Members and all Members who are Unit Owners of Property that adjoins or is adjacent to the Common Tract proposed to be conveyed, subjected to a security interest or transferred, has been recorded; and

4. borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its personal property as security for money borrowed or debts incurred; provided, however, that portions of the Common Tracts are subject to the regulations for approval set forth in the preceding paragraph; and

5. hire and terminate managing agents and other employees, agents, and independent contractors; and

6. institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Common Interest Community; and

7. impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid assessments; and

8. provide for the indemnification of its officers and Executive Board, and maintain directors' and officers' liability insurance; and

9. participate in mergers and consolidations with other nonprofit corporations organized for the same or similar purposes; provided that any merger or consolidation shall have the assent of the Unit Owners of Units to which at least two-thirds (2/3) of the votes in the Association are allocated; and

10. manage, control, operate, maintain, repair and improve its property and other property as provided in the Declaration; and

11. enforce covenants, restrictions, and conditions affecting any property to the extent this Association may be authorized to do so under the Declaration; and

12. engage in activities which will actively foster, promote and advance the common interests of Unit Owners; and

13. enter into, make, perform, or enforce contracts, licenses, leases and agreements of every kind and description, incur liabilities, and do all other acts necessary, appropriate or advisable in carrying out any purpose of this Association, with or in association with any Person, firm, association, corporation, or other entity or agency, public or private; provided, however, that the following contracts and leases, if such contracts and leases are entered into before the Executive Board elected by the Unit Owners takes office subsequent to termination of the Period of Declarant Control, may be terminated without penalty by the Association at any time after such date, upon not less than ninety (90) days' notice to the other party: and

(a) any management contract, employment contract, or lease of recreational or parking areas or facilities; or

(b) any other contract or lease between the Association and a Declarant or an affiliate of a Declarant; or

(c) any contract or lease that is not bona fide or was unconscionable to the Unit Owners at the time entered into under the circumstances then prevailing; and

14. adopt, alter and amend or repeal Bylaws and rules and regulations, and promulgate and publish such rules as may be necessary or desirable for the proper management of the affairs of this Association; provided, however, that such Bylaws and rules and regulations shall not be inconsistent with or contrary to any provisions of these Articles of Incorporation or the Declaration; and

15. have and exercise any and all powers, rights and privileges which a corporation organized under the Colorado Non-profit Corporation Act by law may now or hereafter have or exercise; and

16. regulate the use, maintenance, repair, replacement and modification of Common Tracts; and

17. cause additional improvements to be made as part of the Common Tracts; and

18. impose and receive any payments, fees or charges for the use, rental or operation of the Common Tracts; and

19. exercise any powers enumerated in the Bylaws of the Association and exercise any other powers necessary and proper for the governance and operation of the Association.

ARTICLE V -- MEMBERSHIP

1. Every person or entity who is a record owner of a fee or undivided fee interest in any Unit which is now or hereafter subject to assessment as more fully described in the Declaration, shall be a Member of the Association. Following termination of the Common Interest Community,

the membership shall consist of all former Unit Owners entitled to distribution of proceeds under the Act or their heirs, personal representatives, successors or assigns. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association.

2. A transfer of membership shall occur automatically upon the transfer of title to the Unit to which the membership pertains. The Association may suspend the voting rights of a Member for a period not to exceed sixty (60) days for any infraction of its published rules and regulations or the Association Bylaws, or for any period during which an assessment against such Unit Owner's Unit remains unpaid. All Members shall be entitled to vote on all matters except any Members who are in default in any obligations to the Association. Cumulative voting is prohibited.

ARTICLE VI -- VOTING RIGHTS

1. The Association shall have one class of voting membership. Each Unit Owner shall be entitled to one (1) vote for each Unit owned, in accordance with the Allocated Interest attributable to such Unit, except that no votes allocated to a Unit owned by the Association may be cast. The total number of votes which may be cast in connection with any matter shall be equal to the total number of Units then existing within the common Interest Community. Except as otherwise provided in this Article, during the Period of Declarant Control, the Declarant or Persons appointed by the Declarant may appoint all officers and directors and may remove all officers and directors of the Executive Board appointed by it. A Declarant may voluntarily surrender the right to appoint and remove officers and directors of the Executive Board before termination of the Period of Declarant Control; but, in that event, the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective. No later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units that May Be Created to Unit Owners other than a Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Executive Board must be elected by Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50) of the Units that May Be Created to Unit Owners other than a Declarant, not less than thirty-three and one-third percent (33-1/3%) of the members of the Executive Board must be elected by Unit Owners other than the Declarant.

2. Not later than the termination of any Period of Declarant Control, the Unit Owners shall elect an Executive Board of at least three members, at least a majority of whom must be Unit Owners other than the Declarant or designated representatives of Unit Owners other than the Declarant. The Executive Board shall elect the officers. The Executive Board members and officers so elected shall take office upon termination of the Period of Declarant Control.

ARTICLE VII -- EXECUTIVE BOARD

The affairs of this Association shall be managed by an Executive Board of three (3) Directors. Directors shall be Members which, in the case of Declarant, may include any director, officer, employee or authorized agent of Declarant and, in the case of other corporate Members, may include the officers and directors of each such corporate Member. If appointed by a Declarant, in the performance of their duties, the officers and members of the Executive Board are required to exercise the care required of fiduciaries of the Unit Owners. If not appointed by the Declarant, no member of the Executive Board and no officer shall be liable for actions taken or omissions made in the performance of such member's duties except for wanton and willful acts or omissions. The number of Directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the Persons who are to act in the capacity of Directors until the selection of their successors are:

Oliver E. Frasca
4750 Table Mesa Drive
Boulder, CO 80303

Kenneth L. Schmohe
4750 Table Mesa Drive
Boulder, CO 80303

Katherine E. Reece
4750 Table Mesa Drive
Boulder, CO 80303

The successors to the initial and subsequent Executive Board shall be appointed or elected in the manner set forth in the Bylaws.

ARTICLE VIII -- DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by the Unit Owners with not less than two-thirds (2/3) of the votes allocated to Units not then owned by Declarant, and by the Declarant with not less than two-thirds (2/3) of the votes allocated to Units then owned by the Declarant. Upon dissolution of the Association other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX -- OFFICERS

The Executive Board may appoint a President, one or more Vice-Presidents, a Secretary, a Treasurer and such other officers as the Board, in accordance with the provisions of the Bylaws, believes will be in the best interests of the Corporation. The officers shall have such duties as may be prescribed in the Bylaws and shall serve at the pleasure of the Executive Board.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WILLOW RIDGE SUBDIVISION

PREAMBLE

1760520 0234PM 06/13/96
MONIKA TODD CLK&REC MESA COUNTY CO

THIS DECLARATION, made on the date hereinafter set forth, by WILLOW RIDGE, LLC., a Colorado Limited Liability Company, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of certain real property located in the City of Grand Junction, County of Mesa, State of Colorado, hereinafter referred to as "Properties" and as more particularly described on Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, Declarant desires to subject and place upon the Properties certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other charges set forth herein for the purpose of protecting the value and desirability of said property and for the purpose of furthering a plan for the improvement, sale and ownership of said property as a planned community to the end that a harmonious and attractive development of said property may be accomplished and the health, comfort, safety, convenience and general welfare of owners in said property, or any portion thereof, may be promoted and safeguarded.

NOW, THEREFORE, Declarant hereby declares that the Properties described herein shall be held, sold, and conveyed subject to the following easements, covenants, conditions, restrictions, uses and obligations, all of which are to be for the purpose of protecting the value and desirability of the Properties described and which shall be binding upon all persons having any right, title or interest in the described Properties or any part thereof, their heirs, grantees, successors, representatives and assigns and shall inure to the benefit of each owner thereof and that the common interest community formed hereunder shall be formed as a planned community.

ARTICLE I -- DEFINITIONS

As used in this Declaration, unless the context otherwise requires, the terms hereinafter set forth shall have the following meanings:

1.01 "Act" means the Colorado Common Interest Ownership Act, C.R.S. 38-33.3-101, et seq., as amended.

1.02 "Affiliate of a Declarant" means any person who controls, is controlled by, or is under common control with a Declarant. A person controls a Declarant if the person: is a general partner, officer, director or employee of the Declarant; directly or indirectly, or acting in concert with one or more other persons or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing more than twenty percent (20%) of the voting interests of the Declarant; controls in any manner the election of a majority of the directors of the Declarant; or has contributed more than twenty percent (20%) of the capital of the Declarant.

1.03 "Allocated Interests" means the Common Expense Liability and votes in the Association allocated to each Unit. The Allocated Interest for each Unit shall be a fraction, the numerator of which is one (1) and the denominator of which is the total number of Units then within the Common Interest Community.

1.04 "**Architectural Control Committee**" or "**ACC**" means the committee appointed by the Declarant or by the Association to review and approve or disapprove plans for Improvements, as more fully provided in this Declaration.

1.05 "**Association**" shall mean Willow Ridge Homeowner's Association, a Colorado Non-profit Corporation, its successors and assigns.

1.06 "**Builder**" means any person or entity who constructs a residential dwelling unit on any previously unimproved Unit within the Property.

1.07 "**Bylaws**" shall mean any instrument which is adopted by the Association for the regulation and management of the Association, including any amendments to these instruments.

1.08 "**Common Tracts**" shall mean and refer to the property and improvements, together with all roads, streets, fences, rights-of-way and easements located within the Properties which are to be owned and/or maintained by the Association for the common use, benefit and enjoyment of the Unit Owners. Common Tracts known at the time of the execution of this Declaration are described on the recorded plat. Additional improvements or property may be added as Common Tracts as approved by the Executive Board for the Association and as shown on a recorded map which shows such additional Common Tracts. Initial Common Tracts, as indicated on the plat, are as follows:

- (a) Tract 1, east lower bluff area, and;
- (b) Tract 2, north lower bluff and detention ponding area, and;
- (c) Tract 3, entry triangle bordering Lot 14 and any improvements located thereon; and,
- (d) Tract 4, entry island in Willow Ridge Court, and any structures located thereon; and,
- (e) Tract 5, entry triangle bordering Lot 1 and any improvements located thereon; and,
- (f) Tracts 6 & 7, easements 10 feet in width, along the southern Lot line of Lots 1 and 14.

Common Tracts 6 and 7 are construction and maintenance easements only, the respective Lots being owned by the respective Unit Owners, for the construction and maintenance of a potential wall or fence to separate the subdivision from the roadway and shall not be used by any Unit Owners other than the Owners of Lots 1 and 14 respectively.

1.09 "**Common Interest Community**" means real estate described in this Declaration, as supplemented and amended from time to time, with respect to which a person, by virtue of such person's ownership of a Unit, is obligated to pay for real estate taxes, insurance premiums, maintenance or improvement of other real estate described in this Declaration.

1.10 "**Declarant**" shall mean WILLOW RIDGE, LLC., a Colorado Limited Liability Company, and its successors or assigns, if such successors or assigns shall acquire any portion of the Properties described for the purpose of development and be designated by the Declarant or a successor Declarant, as a Declarant by a duly recorded written instrument. Any such written designation by the Declarant may include the right of redesignation by such successor or further successors.

1.11 "**Declaration**" shall mean this Declaration of Covenants, Conditions and Restrictions of Willow Ridge Subdivision as same may be amended from time to time.

1.12 "**Development Rights**" means any right or combination of rights reserved by Declarant hereunder including the following:

- (a) To add real property to be covered under the terms of this Declaration;

(b) To create additional Units, Common Tracts within the real property covered under the terms of this Declaration;

(c) To withdraw real estate from being subject to the terms of this Declaration.

1.13 **"Executive Board"** shall mean the Executive Board of the Association, duly elected pursuant to the Bylaws of the Association or appointed by the Declarant as therein provided or provided in this Declaration.

1.14 **"First Mortgage"** shall mean any person, or other legal entity which owns, holds, insures or is a governmental guarantor of a mortgage or deed of trust, which mortgage or deed of trust is a first and prior lien encumbering a Lot within the Properties described.

1.15 **"Lot"** shall mean and refer to any plot of land shown upon any recorded subdivision plat or later amended plat which is subject to this Declaration, with the exception of the Common Tracts, public streets or other public property. Lot shall include any dwelling Unit or structure constructed thereon.

1.17 **"Member"** shall mean all those who are members of the Association as provided in this Declaration.

1.18 **"Properties"** shall mean the entire real property and the improvements located thereon as more fully described on the recorded plat.

1.19 **"Security Interest"** means an interest in real estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation.

1.20 **"Special Declarant Rights"** means rights reserved for the benefit of Declarant to complete improvements indicated on the plat filed by the Declaration; to exercise any development right; to maintain sales offices, management offices, signs advertising the Common Interest Community, and to design, build, offer for sale and sell models and custom homes; to use easements through the common elements for the purpose of making improvements within the Common Interest Community or to appoint or remove any officer of the Association or any Executive Board member during any period of Declarant control.

1.21 **"Unit"** means a physical portion of the Common Interest Community which is designated for separate ownership or occupancy as a Lot and the boundaries of which are described in or determined from the recorded subdivision plats within the Properties.

1.22 **"Unit Owner or Owner"** means the Declarant or other person who owns a Unit, but does not include a person having an interest in a Unit solely as security for an obligation. The Declarant is the owner of any Unit created by the Declaration until that Unit is conveyed to another person.

ARTICLE II -- PROPERTY RIGHTS

2.01 **Owner's Easements.** Every Unit Owner shall have the nonexclusive right and easement of use and enjoyment in and to any Common Tracts related to this Declaration located within or adjacent to the Properties and improvements thereon, 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 through its Executive Board to make such use of the Common Tracts as may be necessary or appropriate for the performance of its duties and functions which it is obligated or permitted to perform under this Declaration;
- (b) The right of the Executive Board, in its sole discretion, to grant easements and rights of way on, across, under and over the Common Tracts to any entity providing water, sewer, gas, electricity, telephone, cable television, or other similar service to the Properties;
- (c) The right of the Executive Board to make reasonable rules and regulations regarding the use and upkeep of the Common Tracts and facilities located thereon;
- (d) The right of the Executive Board to dedicate or transfer all or any part of the Common Tracts to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 12 of the 14 Members and all Members who are Unit Owners of Property that adjoins or is adjacent to the Common Tract proposed to be transferred, has been recorded;
- (e) The right of the Association to close or limit the use of the Common Tracts or portions thereof for any reasonable purpose; provided, however, the Association shall not deny a Unit Owner ingress or egress to that Owner's Unit.

2.02 Delegation of Use. Any Owner may delegate his or her right of enjoyment of the Common Tracts to members of the Owner's immediate family, tenants, contract purchasers or guests. All Owners shall comply strictly with and cause all family members, tenants, purchasers or guests to comply with this Declaration, the Articles of Incorporation, the Bylaws of the Association, and the decisions, rules, regulations and resolutions of the Association. Each Owner shall be fully responsible for the actions of the Owner's immediate family, tenants, contract purchasers or guests.

2.03 Declarant's Easements. Easements are hereby granted to the Declarant in and to the Common Tracts as may be reasonably necessary for the purpose of discharging any of Declarant's obligations or exercising any Special Declarant Rights.

2.04 Easements for Drainage, Utilities And Other Purposes. Easements for the installation and maintenance of utilities, drainage facilities, pedestrian walkways, landscaped areas and miscellaneous public or private improvements and access thereto are reserved as shown on the recorded plats affecting the Units and any amendments to such plats or as established by any other instrument of record.

2.05 Easements for a Property Line Barrier Across Lots 1 and 14. The Association is hereby granted an easement over and across the southerly ten feet of Lots 1 and 14 where the same abut state highway 340 for the installation and maintenance of a wall, fence or other barrier to distinguish and separate the subdivision from the roadway. The Association is not required to construct such a barrier. However, in the event the Association does construct such a barrier, the Association shall maintain the same as a Common Tract. Nothing herein grants to the Association any interest other than the indicated easement.

2.06 Roof Encroachment. Each Lot Owner shall have the right to encroach on the adjoining Lot for the purpose of a roof overhang. Said encroachment shall not exceed four (4) feet.

ARTICLE III -- MEMBERSHIP IN THE ASSOCIATION

3.01 **General Purposes and Powers.** The Association, through the Executive Board, shall perform management functions as provided in this Declaration. Any purchaser of a Unit within the Properties shall be deemed to have assented to, ratified and approved such designations and management. The Association shall have all the power necessary or desirable to effectuate such purposes.

3.02 **Articles and Bylaws.** The purposes and powers of the Association and its rights and obligations set forth in this Declaration may be amplified by provisions of the Articles of Incorporation and Bylaws of the Association. In the event either the Articles or Bylaws conflict with the Declaration, the Declaration shall control. In the event the Articles conflict with the Bylaws, the Articles shall control. In all cases, however, the provisions of the Colorado Common Ownership Act shall govern in the event of any conflict between the provisions of either this Declaration or the Articles of Incorporation and Bylaws of the Association.

3.03 **Membership.** Every record Owner of a fee interest in any Unit which is subject to an Annual Assessment shall be a Member of the Association, including contract sellers; provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member. Record ownership of a Unit shall be the sole qualification for such membership.

3.04 **Voting Interest and Allocation of Common Expenses.** The Association shall have one class of voting members. Members shall be all of the Owners and shall be entitled to one vote for each Unit owned. The vote for such Unit, the ownership of which is held by more than one Owner, shall be exercised as the Owners of each Unit determine between themselves. If only one of the multiple Owners is present at any meeting of the Association where Members are entitled to cast their votes, such Owner is entitled to cast the entire vote for such Unit. If more than one Owner is present, the vote for such Unit may be cast only in accordance with the agreement of a majority in interest of the Owners. Should the joint owners be unable, within a reasonable time, to agree upon how they will vote any issue, they shall be passed over and the right to vote on such issue shall be lost. In no event shall more than one vote be cast with respect to any one Unit. Each Unit shall have allocated to it a pro rata share of the common expenses of the Association and voting interest equivalent to one Unit in relation to the total number of Units, a fraction, the numerator being 1 and the denominator being the total number of units. Units owned by Declarant shall not receive any special benefit relating to assessments or voting rights. If any additional Units are added so as to be covered by this Declaration, each Unit's obligation for assessments and its related voting rights shall be proportionately adjusted.

3.05 **Reservation.** Notwithstanding the foregoing voting rights, Declarant reserves the right to appoint the Executive Board of the Association until the occurrence of one of the following events:

(a) Within sixty (60) days after conveyance to Unit Owners other than Declarant, of twenty-five percent (25%) of the Units that may be created, at least one member and not less than twenty-five percent (25%) of the members of the Executive Board must be elected by Unit Owners other than the Declarant.

(b) Within sixty (60) days after conveyance to Unit Owners other than Declarant of fifty percent (50%) of the Units that may be created, not less than thirty-three and one-third percent (33-1/3%) of the members of the Executive Board must be elected by Unit Owners other than the Declarant.

(c) Within sixty (60) days after conveyance to Unit Owners other than a Declarant, of seventy-five percent (75%) of the Units which may be created not less than fifty percent (50%)

of the members of the Executive Board must be elected by Unit Owners other than the Declarant.

(d) Within two (2) years after the last conveyance of a Unit by the Declarant in the ordinary course of business, all members of the Executive Board must be elected by Unit Owners and no members may be appointed by Declarant.

In addition, Declarant may voluntarily surrender the right to appoint members of the Executive Board, but in such event, may continue to require Declarant's approval for certain specified actions as described in a recorded instrument executed by Declarant at such time. For the purposes of this Declaration, the maximum number of Units which shall be subject to the provisions hereunder and which the Declarant reserves the right to create shall be (14) fourteen.

3.06 Indemnification. The Association shall indemnify every director, officer, agent or employee, and any former director, officer, agent or employee against loss, costs, and expense, including reasonable attorney fees incurred in connection with any action, suit, or proceeding in which such person may be made a party by reason of being, or having been such director, officer, agent or employee of the Association or Executive Board. This indemnification shall not apply to acts where such person is liable for gross negligence or fraud. Any such indemnification may only be paid out of the insurance coverage furnishing Officers and Directors of the Association errors and omissions insurance coverage or similar coverage. All payments or settlements of this indemnification shall be limited to the actual proceeds of insurance policies received by the Association, however, any deductible shall be paid by the Association. Said indemnification shall not apply to any managing agent hired by the Association as an independent contractor.

3.07 Rights of the Association.

(a) **Association as Attorney-in-Fact for Owners:** The Executive Board is hereby irrevocably appointed attorney-in-fact for the Owners, and each of them, to manage, control and deal with the interest of such Owner so as to permit the Association to fulfill all of its duties and obligations hereunder. The Executive Board is granted all of the powers necessary to govern, manage, maintain, repair, administer and regulate in order to accomplish its purposes under this Declaration.

(b) **Contracts, Licenses and Other Agreements:** The Executive Board shall have the right without the consent of Owners or First and Second Mortgagees to enter into or grant contracts, easements, licenses, leases and agreements, concerning the use of Common Tracts and any improvements located thereon as long as the same comply with this Declaration, the Articles and Bylaws of the Association.

(c) **Implied Rights:** The Executive Board shall have any may exercise any right or privilege given to it expressly by this Declaration, or reasonably implied from the provisions of this Declaration, or given or implied by law, including those established by the Colorado Common Interest Ownership Act, or which may be necessary or desirable to fulfill its duties, obligations, rights or privileges.

(d) **General Authority:** The Association through the Executive Board shall provide for the maintenance and uniform development of the areas which are common to the entire Properties such as right-of-way landscaping, fencing, lighting and signage on certain streets. In addition, the Association is established to review each Lot or Unit within the Properties to insure that general conformance exists with respect to certain architectural and landscaping matters, and also to carry out overall community goals, for instance, by way of example, collection of

garbage; recycling; distribution of information; and to carry out other functions which the Executive Board feels is in the general interest of all Unit Owners.

ARTICLE IV -- ASSESSMENTS

4.01 Creation of the Lien and Personal Obligation of the Assessment. The Declarant for each Unit owned, within the Properties, hereby covenants, and each Owner of any Unit by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association an Annual Assessment, and Special Assessments to be established and collected as provided hereinafter. The Annual and Special Assessments created and defined in this Declaration, together with late fees, individual assessments, interest, costs, and reasonable attorneys fees shall be a charge on the Unit they are levied against and shall be a continuing lien upon the property against which each such Assessment is levied until such Assessment or charge, together with any late fees, costs of collection, and attorneys fees are fully paid. Each such Assessment, together with late fees, interest, costs and reasonable attorneys fees shall also be a personal obligation of the person who was the Owner of such Unit or of the persons jointly and severally, who were the Owners of such Unit at the time when the Assessment became due and payable. The personal obligation for delinquent Assessments shall pass to successors in title who, by mere acceptance of title, have thereby assumed them.

4.02 Purpose of the Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties and the Members of the Association. In addition, said Assessments may be used for the maintenance, repair and improvement of the Common Tracts and landscaping thereon, for the maintenance and repair of any fencing installed by either Declarant or the Association or improvements located on or adjacent to the Properties which is the responsibility of the Association, for payment of management fees, payment of insurance premiums, payment of legal, accounting and other professional services provided for the benefit of the Association, maintenance of an adequate reserve fund for repair and maintenance of Common Tracts for payment of utility charges of the Association, for the maintenance and repair of entry features, if any, constructed by Declarant and/or the Association, and for other expenses incurred by the Executive Board for the benefit of the Association and its members.

4.03 Annual Assessments.

(a) **Annual Assessment for Common Expenses; Allocation Amongst Unit Owners.** An Assessment for common expenses shall be levied and assessed annually by the Executive Board against each Owner of a Unit within the planned community. Said Assessment may include the establishment and maintenance of a reserve fund for the maintenance, replacement, reconstruction and repair of those portions of the Common Tracts which the Association has a duty to replace, repair, maintain and/or reconstruct on a periodic basis. Such Assessment shall be paid in the proportion which the number of Units owned by a particular Owner bears to the total number of Units (14) which have been established by the recording of a subdivision plat.

(b) **"Levy" of Assessments.** At least thirty (30) days prior to the close of the Association's fiscal year, the Executive Board shall determine, subject to the provisions of this Declaration, the Annual Assessment which is payable by each Unit. The Annual Assessment may be adjusted later upon a finding of necessity by the Executive Board, but no more than twice in any one year. Written notice of any such Assessment or adjustment shall be sent to every Owner as such Owners are listed in the records of the Association. The omission or failure of the Board to levy any Assessment or fail to send notice shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay the Assessment.

(c) **Non-exemption.** No Owner or any person obligated to pay an Assessment may waive or otherwise escape liability for any Assessments provided for herein by non-use of the Common Tracts, abandonment of his or her Unit, or by any other action.

4.04 Maximum Annual Assessment and Budget.

(a) Until the effective date of an Association budget ratified by the Unit Owners with a different amount for the Annual Assessment, the maximum Annual Assessment shall be \$48.00 per Unit, per year.

(b) Within thirty (30) days after adoption of any proposed budget for the Common Interest Community, the Executive Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the Association budget to all the Unit Owners and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) days nor more than sixty (60) days after mailing or other delivery of the summary. Unless at that meeting the Unit Owners casting at least seventy-five (75%) of the Association votes reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall continue until such time as the Unit Owners ratify a subsequent budget.

4.05 Special Assessments. In addition to the Annual Assessments authorized above, the Executive Board may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any of the Common Tracts or other capital improvements of the Association, provided that any such Assessment shall only be levied not more than once in a three year period, for a single year, have the assent of at least sixty percent (60%) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose and not exceed 50% of the prior year's Annual Assessment. This requirement shall not apply to expenditures made by the Executive Board for repairs in the event of damage or destruction as set forth in Article VII of this Declaration.

4.06 Notice and Quorum Required to Assess a Special Assessment. Written notice of any meeting of Members called for the purpose of levy of a Special Assessment shall be sent to all Members not less than thirty days nor more than sixty days in advance of the meeting. At such meeting, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the Membership shall constitute a quorum.

4.07 Uniform Manner of Assessment. All Annual Assessments and Special Assessments must be fixed at a uniform rate for all Units. In addition, at the option of the Executive Board, any Assessment, either Annual or Special, may be collected on a monthly, quarterly, or annual basis.

4.08 Date of Commencement of Assessments. The Annual Assessment provided for herein shall commence as to all Units on the first day of the month following the conveyance of the first Unit to an Owner other than the Declarant or Builder. The Declarant shall pay all common expenses accrued prior to the date of the conveyance of the first Unit. Thereafter, the Declarant shall be liable only for the Annual Assessment due upon those Units owned by it. The initial Annual Assessment due with respect to all Units shall be prorated according to the number of months remaining in the Association's fiscal year at the time of said initial assessment. Thereafter, any Unit Owner purchasing a Unit between payment due dates shall pay a pro rata share of the last payment due. 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 Unit have been paid or the amount of Assessment currently owing with respect to a Unit. The Association, the Executive Board, the Officers and the Members shall have

no liability for any inaccurate information supplied under this paragraph other than as specifically set forth in C.R.S. 38-33.3-317(8).

4.09 Non-payment, Remedies of the Association, Lien Priorities.

(a) All types of Assessments shall become delinquent unless paid by the due date. If any such Assessment is not paid by the due date, the Owner obligated to pay such Assessment may be required to pay a reasonable late fee, as determined by the Executive Board. Any Assessment not paid within thirty (30) days after the due date, shall bear interest from the due date at the rate of 18% per annum. The failure to make payment within sixty (60) days of the due date thereof shall cause the total amount of such Owner's Annual Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Executive Board, without further notice.

(b) The Association may bring an action at law or equity against the Owner obligated to pay the Assessment or undertake any other remedies allowed by law. In the event it shall become necessary for the Executive Board to collect any delinquent Assessments in any manner, the delinquent Owner shall pay, in addition to the Assessment, interest and late fees as herein provided, all costs of collection including reasonable attorneys fees and costs incurred by the Association.

(c) The Association is hereby granted an ongoing continuing lien against an Owner's Unit for payment of any Assessment which the Owner fails to make as required by this Declaration. Such lien shall be perfected and attach to the Unit at the time of Levy of the Assessment and continue until such Assessment, together with all late fees, interest and costs of collection, including reasonable attorneys' fees, are paid in full. The lien hereby given shall also be a lien upon all of the rents and profits of the encumbered Unit. There shall be no obligation to file or record any additional documents to perfect the Association's Lien.

(d) The lien hereunder may be foreclosed upon by the Association as provided by the laws of the State of Colorado for foreclosure of mortgages and deeds of trust on real property. The Association shall have all rights in this regard as provided by the Colorado Revised Statutes.

(e) Subject to the rights of a first mortgages, except as such rights are modified by the Colorado Common Interest Ownership Act; if a foreclosure action is filed to foreclose any Assessment lien, and an Owner abandons or leaves vacant his or her dwelling Unit, the Executive Board may take possession and rent said dwelling Unit or apply for the appointment of a receiver for the dwelling Unit.

(f) The lien of all Assessments created and defined by the Declaration shall be superior to any homestead exemption as is now or may hereafter be provided by Colorado or Federal law. The acceptance of a deed to a Lot or Unit subject to this Declaration shall constitute a waiver of the homestead exemption as against such lien described hereunder.

(g) Although not required by these Covenants, Conditions and Restrictions, in the event any lien is necessary or required to be filed and released to enforce collection hereunder, all costs of preparation, filing and release shall be paid by the Owner as a cost of collection.

(h) A lien under this Article is prior to all other liens and encumbrances on a Unit except:
 (1) Liens and encumbrances recorded before the recordation of the Declaration; and or

- (2) A Security Interest on the Unit which has priority over all other Security Interests on the Unit (1st mortgage or deed of trust) and which was recorded before the date of which the assessment sought to be enforced became delinquent; and or
- (3) Liens for real estate taxes and other governmental assessments or charges against the Unit.

A lien under this Article is also prior to the Security Interests described in subparagraph (2) above of this paragraph to the extent of:

- (1) An amount equal to the Annual Assessments based on a periodic budget adopted by the Association pursuant to this Article which would have become due, in the absence of any acceleration, during the six months immediately preceding institution of an action to enforce the lien, but in no event shall the priority accorded to such lien exceed one hundred fifty percent (150%) of the average monthly assessment during the immediately preceding fiscal year multiplied by six;
- (2) Actual, reasonable attorney fees and costs being incurred in an action to enforce the lien.

This subsection does not affect the priority of mechanics' or materialmen's liens or the priority of liens for other assessments made by the Association.

4.10 Specific Approval Required. In the event prior approval of a Special Assessment, fine or any increased Annual Assessment is required by the Federal Housing Authority, the Veterans Administration or similar agency because sale of portions of the Properties are financed by such agencies, written consent of such agency is also required.

4.11 Reconstruction Assessments. In accordance with Article VII of this Declaration, the Association shall have the authority to impose and levy a Reconstruction Assessment against all Units for reconstruction of Common Tracts and for payment of insurance premiums. Said Assessment shall be prorated among Owners in the same manner and proportion as the Annual Assessment.

4.12 Individual Assessments and Fines. An Individual Assessment may be assessed by the Executive Board as allowed in this Declaration and/or the Colorado Common Ownership Interest Act against any Owner or Owners. Said Assessment shall be made only after twenty (20) days written notice to the Owner or Owners to be assessed, the opportunity to the Owner for a hearing before the Executive Board, and a vote of two-thirds of a quorum of the Board levying said assessment. A fine may be assessed by the Executive Board against an Owner or Owners for each violation of the Declaration, the Articles, the Bylaws and the Rules and Regulations. Said fine shall be assessed by complying with the procedure for Individual Assessment set forth above.

ARTICLE V -- ARCHITECTURAL CONTROL COMMITTEE

5.01 Approval of Improvements Required. No improvements, or modification or changes to existing improvements, shall be constructed, erected, placed, planted, applied or installed upon any Unit unless plans and specifications therefor (said plans and specifications to show exterior design, height, materials, color, including paint and wall colors, and location of the improvements, and type of landscaping, fencing, walls, windbreaks and grading plan, as well as such other materials and information as may be required by the Architectural Control Committee) shall have been first submitted to and approved in writing by the Architectural Control Committee (hereinafter the "ACC"); provided, however, that the Declarant shall be exempt from seeking or obtaining ACC approval during Declarant's development of, construction on, or sales of any Unit or residences on any Unit. The ACC shall

exercise its reasonable judgment to the end that all improvements conform to and harmonize with the immediate existing surroundings, residences, landscaping and structures. In its review of such plans, specifications and other materials and information, the ACC may require that the applicant(s) reimburse the ACC for the actual expenses incurred by the ACC in the review and approval process. Such amounts, if any, shall be reasonable and levied in addition to the Annual Assessment against the Unit for which the request for ACC approval was made, but shall be subject to the Association's lien for assessments and subject to all other rights of the Association for the collection of such assessments, as more fully provided in this Declaration.

5.02 Members of ACC. The ACC shall consist of three persons. Declarant shall have the right to appoint and reappoint the members, who need not be Owners, until all of the Units have been conveyed to the first Unit Owner thereof (other than Declarant or a Builder). In addition, Declarant may only terminate its right of appointment by providing written notice to the Executive Board or the Secretary of the Association. Thereafter members shall be appointed by the Executive Board for staggered three year terms, except terms for the initial ACC appointed by the Executive Board shall be one year for one member and two years for one member and three years for one member. All members appointed by the Board to the ACC must be Owners and shall not be entitled to any compensation for their service. In the event the ACC is not properly formed or ceases to exist, all functions of the ACC shall be taken over by the Executive Board.

5.03 Decision of ACC. The decision of the ACC shall be made within thirty (30) days after receipt of all materials and plans required to be submitted to the ACC. The decision shall be in writing and, if the decision is not to approve a proposed improvement, the reasons therefor shall be stated. The decision shall be promptly mailed to the applicant at the address furnished by the applicant. A majority vote of the ACC shall constitute action by the ACC.

5.04 Criteria for Approval. The ACC shall have the right to disapprove any application which is not suitable or desirable for aesthetic or other reasons, and the ACC shall have the right to take into consideration the suitability of the proposed improvement, the materials of which it is to be built, the color, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, the topography of the land, the effect of the proposed improvement on adjacent or neighboring property, and if the improvement is in accordance with all of the provisions and intent of this Declaration, the Basic Specifications set forth hereinbelow, and the design guidelines to be adopted under this Article. The application may be rejected if the plans and specifications submitted are incomplete. The ACC may condition its approval of any application upon such terms, conditions and changes as the ACC may deem appropriate.

5.05 Appeal to the Executive Board. If the ACC denies approval of a proposed improvement, the applicant may appeal to the Executive Board by giving written notice of such appeal to the Executive Board within ten (10) days after such denial. The Executive Board shall hear the appeal with reasonable promptness (not more than 45 days) after reasonable notice of such hearing to the applicant and the ACC and shall decide, with reasonable promptness (not more than 45 days) whether or not the request shall be approved. The decision of the Executive Board shall be final and binding upon all parties.

5.06 Failure of ACC to Act on Plans. Any request for approval of a proposed improvement shall be deemed approved, unless written disapproval is mailed to the applicant within thirty (30) days after the date of receipt by the ACC of all necessary materials as determined by the ACC. Any failure of the ACC to act under this Section shall not be deemed a waiver of any right to withhold approval or consent for a similar proposal submitted in the future.

5.07 Noncompliance. If the Board or ACC finds that any improvement has been done without obtaining the necessary approval under this Article, or was not done in compliance with the plans and specifications furnished by the applicant, the applicant shall be notified in writing of the noncompliance. Upon receipt of said notice, the applicant shall remedy or remove the improvement or portion which is in noncompliance within fifteen (15) days of the date the written notice of noncompliance was mailed.

The applicant may appeal a notice of noncompliance within fifteen (15) days of the mailing of the notice by filing a written request for review with the Executive Board. Upon receipt of said written notice of review, the Board shall decide as soon as reasonably possible whether there has been noncompliance, with the decision of the Board being binding on all parties. In reviewing the matter, the Board may review any information it deems pertinent and request that any additional materials be supplied for its review.

In the event the applicant or any Owner fails to remedy any noncompliance, the Board may take any and all steps it deems necessary to effectuate such a remedy or to remove the noncompliance including all rights under Colorado law. The Board may remove the noncomplying improvement from the property and assess the costs of removal against the Owner. In addition, the Board may, at its discretion, levy a fine or individual Assessment against said Owner for all costs and expenses incurred, including actual, reasonable attorneys' fees in the matter or in the removal of any noncomplying improvement.

5.08 No Implied Waiver. No action by the ACC or by the Executive Board shall constitute a waiver or be binding with respect to future action by the ACC or the Executive Board under this Article. Specifically, no approval or failure to act by the ACC or the Board with respect to any request shall be deemed a waiver of any right to withhold approval or consent for any other proposed improvement or for any other similar proposals.

5.09 Nonliability for Committee Action. No member of the ACC, nor any member of the Executive Board nor the Declarant shall be personally liable for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the ACC or Executive Board unless it be due to the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the ACC shall not be responsible for reviewing, nor shall its approval of an improvement or plan be deemed approval from the standpoint of safety, or imply that said improvement is in conformance with building codes or other governmental laws or regulations.

5.10 Basic Design Specifications. The following basic design specifications, requirements and restrictions ("Basic Specifications") shall apply to the construction, repair, replacement or other installation of any improvement, as more particularly described hereinabove, upon any Unit:

(a) **Site Orientation and Planning.**

- (1) Front yard setback of 20 feet for garages on all Lots,
- (2) Front yard setback of 15 feet for dwellings on all Lots,
- (3) Side yard setbacks of 10 feet on one side of all Lots and zero feet on the opposite side of Lots 1 through 6 and 10 through 14,
- (4) Rear yard setback of 25 feet all Lots

(b) **Principal Dwelling - Size and Configuration.**

- (1) All dwelling units shall have a minimum of 1000 square feet of living area exclusive of one-story open patios, breezeways, porticoes, lofts, decks, stoops, porches, balconies, crawl spaces, basements and garages.

(2) The ground floor area of a dwelling of more than one story shall not be less than 750 square feet exclusive of one story open patios, porticoes, breezeways, porches, stoops, balconies, decks, lofts, crawl spaces, basements and garages.

(3) The maximum height of any dwelling unit shall not exceed thirty-two feet measured from the intersection of the 15 foot front yard setback and the south ten foot side yard setback for each Unit.

(4) All dwelling units shall have a two-car attached garage, the door of which shall not to exceed 8' in height. Detached garages may be allowed only if connected to the principal structure by of a covered breezeway, portico or lot line wall.

(c) **Auxiliary Structures - Size and Configuration.**

(1) Auxiliary attached and detached structures which may be allowed to be built on the Property are; gazebos, grape arbors, hot tubs, playhouses, greenhouses and playground structures. These structures shall be proportional in scale and compliment the architecture of the principal dwelling unit.

(2) Playhouses may not exceed eighty square feet in area and eight feet in height.

(3) No tool and/or storage sheds or the like may be constructed or allowed to exist.

(d) **Fences, Privacy Screens, Walls and Windbreaks** shall not exceed five feet in height.

(e) **Landscaping and Gardens**

(1) Properties shall be fully landscaped (front, sides and back) by the Owner within six (6) months after the Owner acquires the Lot with a dwelling unit thereon, or by June 1st if the Owner acquired the Lot with a dwelling unit between October 1st and December 1st of the previous year. The Lot Owner shall maintain such landscaping in an attractive condition. All landscaping requires approval of the ACC.

(2) Gravel used as a landscaping design element may not exceed ten (10) percent of the Property area.

(3) Vegetable gardens are permitted provided they are contained within the Property and are an integral part of the landscape scheme, and not located in front of a line 40 feet from the front Lot line.

(f) **Front Yard Light, Exterior Lighting and Mailboxes**

(1) Any exterior lighting installed on any Lot or Outlot shall be indirect or of such controlled focus or intensity as not to disturb the residents of adjacent properties. All exterior lights shall require ACC approval.

(2) Each Unit Owner shall build and maintain an individual mailbox structure which meets the Subdivision design standard or in the event a central mail distribution center exists, there shall be no such mail boxes.

5.11 Architectural Standards/Design Guidelines. The ACC or Executive Board will promulgate additional, more detailed rules and regulations to interpret and implement the provisions of this Article. The rules and regulations shall be known as "Design Guidelines" of Willow Ridge Subdivision and may contain guidelines which will clarify the types of designs and materials that will be considered in

deciding whether to withhold or grant its approval of any proposed improvements and the plans therefore. All improvements proposed to be constructed shall at all times be required to be built in accordance with any design guidelines adopted and also in accordance with the procedures set forth in this Article.

ARTICLE VI -- RESTRICTIVE COVENANTS

6.01 **General Plan.** It is the intention of the Declarant to establish and impose a general plan for the improvement, development, use and occupancy of the Units, all in order to enhance the value, desirability, and attractiveness of the Units and subserve and promote the sale thereof.

6.02 **Use of Properties.** Each and every Lot or Unit within the Properties shall be used for residential purposes only, together with such accessory uses as are allowed by law. All buildings or structures erected upon the Properties shall be constructed on site, and no buildings or structures shall be moved from other locations onto said premises. No temporary building or other temporary structures, trailers, basements, tents, shacks, barns, or outbuildings shall be erected, used or permitted to be kept or stored on any portion of the Properties for any period of time, except as specifically allowed in this Declaration, or except as utilized by Declarant or the assigns or lessees of Declarant for business purposes.

6.03 **General Restrictions.** None of the Properties shall be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Unit or any resident thereof and no billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the Properties except as allowed hereafter.

6.04 **Prohibited Uses.** No unlawful use shall be permitted or made of the Properties or any part thereof. All laws, ordinances and regulations of all governmental bodies having jurisdiction shall be complied with.

6.05 **Construction Facilities.** Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant, its agents, employees and contractors to maintain during the period of construction and sale of the Units, upon such portion of the Properties as Declarant may choose, such facilities as in its sole opinion may be reasonably required, convenient or incidental to the construction and sale or rental of Units including, without limitation, business offices, management offices, storage areas, construction yards, signs, model Units, sales offices, construction offices, parking areas and lighting. Said offices may be at a location and a size as determined by Declarant.

6.06 **Destruction of Residences on Units.** If due to casualty or for any other reason a residence located on a Unit shall be destroyed or so damaged that the residence is no longer habitable, then the Owner of such Unit shall, within a reasonable time not to exceed one hundred and twenty (120) days after the event resulting in such damage or destruction, either commence and diligently pursue repair or reconstruction of the residence or demolish the same. Demolition of a residence shall include removal of any foundation slabs, basement walls and floors, regrading the Lot to a level condition and the installation of such landscaping as may be required by the ACC pursuant to a plan submitted by the Lot Owner of said Lot. If the Lot Owner of a Lot does not either commence repair, reconstruction or demolition activities within a reasonable time as provided hereinabove and diligently pursue the same in conformance with plans approved by the ACC, then the Association may, in its reasonable discretion, after providing the notice required herein, enter upon the Lot for the purpose of demolishing the residence and landscape the Lot in conformance with approved plans. The cost related to such demolition and landscaping shall be the personal obligation of the Owner of the Lot on which such work

is performed and shall be subject to all of the terms and provisions applicable to assessments as provided herein, including, without limitation, interest, late charges and lien rights.

6.07 Household Pets. No animals, livestock, birds, poultry, reptiles or insects of any kind shall be raised, bred, kept or boarded in or on the Units; provided, however, that the Unit Owners of each Unit may keep a reasonable number of dogs (not to exceed 2), cats (not to exceed 2) or other domestic animals (does not include any form of pig) (not to exceed 3 in total exclusive of dogs and cats) which are bona fide household pets, so long as such pets are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance to any resident of the Units. Barking dogs are by definition a nuisance. A Unit Owner's right to keep household pets shall be coupled with the responsibility to pay for any damage caused by such pets, as well as any costs incurred by the Association as a result of such pets, and any such costs and damages shall be subject to all of the Association's rights with respect to the collection and enforcement of assessments as provided herein.

6.08 Miscellaneous Improvements.

(a) No advertising or signs of any character shall be erected, placed, permitted, or maintained on any Unit other than a name plate of the occupant and a street number, and except for a "For Sale," "Open House" or "For Rent" sign of not more than six (6) square feet. Notwithstanding the foregoing, reasonable signs, advertising or billboards used by the Declarant or a Builder in connection with the sale or rental of the units, or otherwise in connection with development of or construction on the Units, shall be permissible.

(b) No clotheslines, drying yards, service yards, wood piles or storage areas shall be so located on any Unit as to be visible from a street. No wood piles nor any other materials or any Improvements other than a boundary fence approved by the ACC shall be located on any Unit so as to be adjacent to any fence maintained by the Association.

(c) No types of solar panels, refrigerating, cooling or heating apparatus shall be permitted, except when appropriately screened and approved by the ACC.

(d) Except as may otherwise be permitted by the ACC, no exterior radio antenna, television antenna or other antenna, satellite dish in excess of 24 inches in diameter, or audio or visual reception device of any type shall be placed, erected or maintained on any Unit, except inside a residence or otherwise concealed from view; provided, however, that any such devices may be erected or installed by the Declarant or Builder during its sales or construction upon the Units.

(e) No wind generators or any kind shall be constructed, installed, erected or maintained on the Units.

(f) No fences or other exterior Improvements shall be constructed, installed, erected or maintained on any Unit unless approved by the ACC and except such fences, in such locations, as were installed or permitted to be installed by the Declarant or a Builder in its construction of Improvements on the Units.

6.09 Vehicular Parking, Storage and Repairs.

(a) No house trailer, camping trailer, boat trailer, hauling trailer, boat, or accessories thereto, truck (larger than 3/4 ton), self-contained motorized recreational vehicle, or other type of recreational vehicle or equipment, may be parked in front of or behind or stored on any Unit unless such parking or storage is within the garage area of any Unit, except that any such vehicle may be otherwise parked as a temporary expedient for loading, delivery, or emergency.

This restriction, however, shall not restrict trucks or other commercial vehicles which are necessary for construction or for the maintenance of the Units or any Improvements located thereon.

(b) Except as hereinabove provided, no abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked on any Unit. An "abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, or other motorized vehicle, which has not been driven under its own propulsion for a period of one (1) week or longer, or which does not have an operable propulsion system installed therein; provided, however, that otherwise permitted vehicles parked by Unit Owners while on vacation or during a period of illness shall not be deemed to be abandoned. Ten (10) days is hereby declared to be reasonable.

(c) In the event the Association shall determine that a vehicle is parked or stored on any Unit in violation of subsections (a) or (b) of this Section, then a written notice describing said vehicle shall be personally delivered to the owner thereof (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner thereof cannot be reasonably ascertained), and if the vehicle is not removed within a reasonable time thereafter, as determined by the Association in its discretion from time to time, the Association shall have the right to remove the vehicle at the sole expense of the owner thereof.

(d) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicles, trailers or boats, may be performed or conducted on any Unit unless it is done completely within a garage. The foregoing restriction shall not be deemed to prevent washing and polishing of any motor vehicle, boat, trailer, motor-driven cycle, or other vehicle, together with those activities normally incident and necessary to such washing and polishing.

6.10 **Nuisances.** No nuisance shall be permitted on any Unit nor any use, activity or practice which interferes with the peaceful enjoyment or possession and proper use of any Unit, or any portion thereof, by its residents. As used herein, the term "nuisance" shall not include any activities of Declarant or a Builder which are reasonably necessary to the development and construction of, and sales activities on, the Units; provided, however, that such activities of the Declarant or a Builder shall not unreasonably interfere with any Unit Owner's use and enjoyment of his Unit, or with any Unit Owner's ingress and egress to or from his Unit and a public way. No noxious or offensive activity shall be carried on upon any Unit nor shall anything be done or placed on any Unit which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. Further, no unlawful use shall be permitted or made of any Unit or any portion thereof. All laws, ordinances and regulations of all governmental bodies having jurisdiction over the Units, or any portion thereof, shall be observed.

6.11 **No Hazardous Activities.** No activities shall be conducted on any Unit or within Improvements constructed on any Unit which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Unit and no open fires shall be lighted or permitted on any Unit except in a contained barbecue unit while attended and in use for cooking purposes or within an interior fireplace.

6.12 **No Annoying Sounds or Odors.** No sound shall be emitted from any Unit which is unreasonably loud or annoying; and no odor shall be permitted from any Unit which is noxious or offensive to others.

6.13 **Restrictions on Trash and Materials.** No refuse, garbage, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kind shall be kept, stored, or

allowed to accumulate on any Unit unless placed in a suitable container suitably located solely for the purpose of garbage pickup. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage or trash cans or receptacles shall be maintained on the exterior of a residence, except on the day scheduled for collection.

6.14 Minor Violations of Setback Restrictions. If upon the erection of any structure, it is disclosed by survey that a minor violation or infringement of setback lines has occurred, such violation or infringement shall be deemed waived by the Owners of each Unit immediately adjoining the structure which is in violation of the setback, and such waiver shall be binding upon all other Unit Owners. However, nothing contained in this Section 6.14 shall prevent the prosecution of a suit for any other violation of the restrictions, covenants, or other provisions contained in this Declaration. A "minor violation," for the purpose of this Section, is a violation of not more than eight (8) inches beyond the required setback lines or Unit lines. This provision shall apply only to the original structures and shall not be applicable to any alterations or repairs to, or replacements of, any of such structures.

6.15 Rules and Regulations. Rules and Regulations concerning and governing the Units and/or this Common Interest Community may be adopted, amended or repealed from time to time by the Executive Board.

6.16 Units to be Maintained. Each Unit shall at all times be kept in a clean and slightly condition by the Unit Owner of the Unit. No trash, litter, junk, boxes, containers, bottles, cans, implements or machinery shall be permitted to remain upon any Unit except as necessary during the period of construction or as provided in this Article.

6.17 Leases. The term "lease," as used herein, shall include any agreement for the leasing or rental of a Unit, or any portion thereof, and shall specifically include, without limitation, month-to-month rentals and subleases. Any Unit Owner shall have the right to lease his Unit, or any portion thereof, only under the following conditions:

- (a) All leases shall be in writing, and a copy of the lease delivered to the Executive Board upon execution; and
- (b) All leases shall provide that the terms of the lease and lessee's occupancy of the leased premises shall be subject in all respects to the provisions of this Declaration, and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association; and that any failure by the lessee to comply with any of the aforesaid documents, in any respect, shall be a default under the lease; and
- (c) No lease shall be for less than thirty (30) days nor more than three (3) years.
- (d) No lease shall abrogate the Owner's responsibility under these Declarations.

6.18 Maintenance of Grade and Drainage. Each Unit Owner shall maintain the grading upon his Unit, and the Association shall maintain the grading upon such real property which the Association has a duty to maintain, at the slope and pitch fixed by the final grading thereof, including landscaping and maintenance of the slopes. Each Unit Owner and the Association agree, for themselves and their successors and assigns, that they will not in any way interfere with the established drainage pattern over any real property which they have a duty to maintain, from adjoining or other real property. In the event that it is necessary or desirable to change the established drainage over any Unit or other real property which a Unit Owner or the Association has a duty to maintain, then the party responsible for the maintenance of such real property shall submit a plan to the Architectural Control Committee for its review and approval, in accordance with the provisions of Article V of this Declaration. For

purposes of this Section "established drainage" is defined as the drainage which exists at the time final grading of a Unit is completed.

6.19 Redlands Water and Power. The Association hereby indemnifies and holds the Redlands Water and Power Company, and its successor in interest, harmless in perpetuity for any and all contaminants in the water or drainage that flows into the Redlands Power Canal where the same adjoins the Property which originate on the Property.

ARTICLE VII -- INSURANCE

7.01 Coverage. The Executive Board shall obtain and maintain at all times to the extent reasonably obtainable, insurance policies relating to the Common Tracts. Said policies shall be written with companies licensed to do business in the State of Colorado. The Executive Board and the Declarant shall not be liable for failure to obtain any coverage(s) required if such failure is due to the unavailability of such coverage(s) or if such coverage(s) are available only at unreasonable cost; in such case, however, the Association shall promptly cause notice of such fact to be hand delivered or sent by United States Mail to all Unit Owners. If requested in writing by an Owner or a first mortgagee, the Executive Board shall furnish a certificate of insurance or notices of termination of coverage or changes in coverage.

(a) Each such policy shall provide:

(1) Such policy shall not be canceled, invalidated or suspended because of the conduct of any Unit Owner (including said Unit Owner's immediate family, tenants, contract purchasers, guests, assignees or agents) or of any officer, agent or employee of the Association without a prior demand in writing to the Association that the conduct or defect be cured and the Association shall not have so cured within sixty (60) days of said demand; and,

(2) The Declarant, so long as Declarant shall continue to own any Unit or portion of the Properties, shall be an insured under all such policies; and

(3) That, notwithstanding any provision thereof which gives the Insurance Carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercised without prior approval of the Association; and,

(4) Each Unit Owner is an insured person under the policy with respect to liability arising out of such Unit Owner's interest in the Common Interest Community or membership in the Association; and,

(5) The insurer waives its rights to subrogation under the policy against any Unit Owner or member of his household; and,

(6) No act or omission by any Unit Owner, unless acting within the scope of such Unit Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and,

(7) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance; and,

- (b) Said policies shall not provide that:
 - (1) Under the terms of the insurance companies charter, bylaws or rules, contributions or Assessments may be made against the Association, any Unit Owner, a First Mortgagee or said mortgagee's designee or assignee;
 - (2) Under the term of the insurance companies charter, bylaws or rules, any loss payments are contingent upon action by the insurance companies board of directors, shareholders, policy holders or members;
 - (3) Any limiting clauses which could prevent first mortgagees or said mortgagee's designee or assignees from collecting proceeds paid.
- (c) All policies shall contain waivers of subrogation against the Declarant, the Association, the Executive Board, Members, Unit Owners, the Owner's immediate family, tenants, contract purchasers, guests and assignees. The named insured under the policies shall be the Association for the use and benefit of the individual Unit Owners. Any loss covered by the policies carried under this Article shall be adjusted exclusively by the Executive Board and the insurance proceeds for that loss shall be payable to the Association as attorney-in-fact for each Unit Owner and such Unit Owner's First Mortgagee. Said insurance policies shall contain the standard mortgagee clause or equivalent endorsement in which the First Mortgagee, its successors and assigns, are named additional insured, if applicable.

7.02 Physical Damage Insurance. The Executive Board shall obtain and maintain a blanket "all-risk" form policy of fire and hazard insurance with extended coverage for vandalism, malicious mischief, windstorm, sprinkler leakage (if applicable), debris removal, cost of demolition and water damage endorsements, insuring all of the insurable improvements located on the Common Tracts, including fixtures, machinery, equipment, fences and supplies and any other personal property belonging to the Association. Such insurance shall provide coverage equal to the current replacement cost based on the most recent appraisal of the insurable improvements, exclusive of land, excavations and other items normally excluded. The Executive Board shall review at least annually, its insurance policies in order to insure that the coverage(s) contained in the policies are sufficient.

Such policies shall also provide as follows:

- (a) A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision is made by the Unit Owners pursuant to the Act not to do so;
- (b) Said policies shall contain the following endorsements:
 - (1) No control; contingent liability from operation of building codes; cost of demolition; increased cost of construction; inflation guard.
 - (2) A duplicate original of the policy of hazard insurance, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder, together with proof of payment of premiums, shall be delivered by the insurer to the Association.
 - (3) Any deductible on such insurance policy shall be determined in the discretion of the Executive Board as consistent with good business practice and which shall be consistent with the requirements of the First Mortgagee. Any loss falling within the deductible portion of a policy may be paid by the Association.

(4) The insurer shall provide such other endorsements as are reasonably required by the Association to verify that its policy meets the requirements of the Colorado Common Interest Ownership Act.

7.03 Rebuilding of Damaged Areas. In the event of repair and/or reconstruction, the proceeds of any insurance collected shall be available to the Association for the purpose of repair and/or reconstruction. If the insurance proceeds are insufficient to properly repair and/or reconstruct the damaged areas, such excess cost shall be assessed as an Individual Assessment against all Owners in accordance with this Declaration and not as a Special Assessment and such Assessment shall be exempt from any special voting requirements of the Owners. Such Individual Assessment shall be assessed in the same proportion as the Annual Assessment is assessed. If any portion of the damaged areas is not repaired or replaced, the insurance proceeds shall be used to restore the damaged areas to a condition compatible with the adjacent area and the remainder of the proceeds shall be retained by the Association for the benefit of the Members.

7.04 Liability Insurance. The Executive Board shall obtain and maintain comprehensive commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Common Tracts, and against any and all claims arising in connection with the conduct of its affairs, including libel, slander, false arrest, invasion of privacy and property damage, with such limits as the Association determines appropriate with respect to Property of the Association and insuring each Officer, Director, Member and each Owner including the Declarant in its capacity as an Owner, against any liability to the public or to Owners and their invitees, agents and employees arising out of, or incident to, ownership and use of such Property. Such insurance shall be issued on a comprehensive liability basis. Additional coverage(s) may be acquired to include protection against such other risks including, but not limited to, Host Liquor Liability, Contractual and All-Written Contract Insurance, Workmen's Compensation and Employer's Liability Insurance, Comprehensive Automobile Liability Insurance and such other coverage(s) as the Board deems necessary. The Executive Board shall review such coverage(s) and the policy limits thereunder once each year, but in no event shall such insurance coverage be less than five hundred thousand (\$500,000.00) covering all claims for bodily injury or death and property damage arising out of one occurrence. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits may also be obtained at the discretion of the Executive Board.

7.05 Other Insurance.

(a) The Association shall, if any Unit Owner or employee of the Association controls or disburses funds, obtain and maintain, to the extent reasonably available, adequate fidelity insurance coverage, to protect against dishonest acts on the part of the Directors, Officers, Trustees, Employees or Volunteers of the Association and all others who handle or are responsible for handling funds. Such fidelity coverage shall name the Association as the named insured and be written in an amount sufficient to cover the maximum funds that will be in the custody of the Association at any time while the insurance is in force. In addition, the fidelity insurance coverage must contain waivers of any defense based upon the exclusion of persons who serve without compensation.

(b) If required by a governmental or quasi-governmental agency, including the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, the Association shall obtain flood insurance in accordance with said requirements.

(c) The Association may obtain Worker's Compensation and Employer's Liability Insurance and other similar insurance with respect to employees of the Association in the amount and in the forms now or hereafter required by law.

(d) The Association may obtain such other insurance of a similar or dissimilar nature, as the Executive Board shall deem appropriate.

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(e) If it is reasonably determined by a First Mortgagee that the existing coverage(s) do not adequately protect the Properties, the Executive Board shall obtain such additional coverage(s). In addition, in the event any additional coverage is required by the Colorado Common Interest Ownership Act, the Executive Board shall seek to obtain such coverage, if available.

7.06 Payment of Insurance Premiums. The cost of the insurance obtained by the Association in accordance with this Article shall be paid from Association funds and shall be collected from the Owners as part of the Annual Assessment as provided for in this Declaration. In the event there are not sufficient funds generated from the Annual Assessment to cover the cost of the insurance provided for above, then the deficiency shall be chargeable to each Owner by a Special Assessment and such Assessment shall be exempt from any voting requirements of the membership.

7.07 Coverage on Owner's Units. An insurance policy issued to the Association does not obviate the need for an Owner to obtain insurance for that Owner's own benefit. Insurance coverage on any property owned by an Owner, an Owner's immediate family, tenants, contract purchasers, guests, assignees, invitees, employers, employees or assigns shall be the sole responsibility of the Owner. The Declarant, the Association and the Executive Board shall have no responsibility therefor.

ARTICLE VIII -- RIGHTS OF THE FIRST MORTGAGEES

8.01 Entitlement. A First Mortgagee, upon written request to the Association, shall be entitled to receive any of the following at such address as the First Mortgagee shall provide to the Association:

- (a) Budgets, notices of Assessments, or any other notices provided for under this Declaration by the Association to an Owner in which a First Mortgagee has a security interest;
- (b) Financial statements of the Association which are distributed to its Members;
- (c) Notices of meetings of the membership and the right to be represented at any meeting by a designated representative;
- (d) Notice of any default in the performance of any obligations under this Declaration, the Articles of Incorporation and/or Bylaws of the Association by an Owner of a Unit in which a First Mortgagee has a security interest, which remains uncured for a period of thirty (30) days;
- (e) Notice of the decision of the Members to make any material amendment to this Declaration, the Bylaws, and/or the Articles of Incorporation of the Association;
- (f) Notice of any lapse, cancellation or material modification of any hazard or liability insurance policy or fidelity bond maintained by the Association;
- (g) Notice of any condemnation action or any casualty loss which affects a material portion of the Properties or any Unit in which a First Mortgagee has a security interest;
- (h) Notice of any proposed action in which this Declaration requires notice and consent of First Mortgagee.

8.02 Payment of Charges. First Mortgagees may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage because of a lapse of a policy and may also pay taxes

and other charges which are in default or which may or have become a charge against the Common Tracts. If such payment is made, reimbursement from the Association shall be due and owing immediately.

8.03 **Restrictions.** The consent of the Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of those First Mortgagees holding mortgages on Lots which have at least sixty-seven percent (67%) of the votes of the Lots subject to first mortgages within the Properties shall be required to add or amend any material provisions of the Declaration, Bylaws, and/or Articles of Incorporation which establish, provide for, govern or regulate any of the following:

- (a) Assessments, the manner of Assessment liens or the subordination of such Assessment liens which are senior to First Mortgagees;
- (b) Reserves for the maintenance, repair and replacement of the Common Tracts;
- (c) Insurance or Fidelity Bond;
- (d) Right to use of the Common Tracts;
- (e) Responsibility for maintenance and repair of the Common Tracts;
- (f) Any provisions of this Declaration, the Articles of Incorporation or Bylaws which specifically grants rights to First Mortgagees thereunder.

Nothing in this Section shall be deemed to deny or delegate control over the general administrative affairs of the Association by the Unit Owners or Executive Board or prevent the Executive Board from commencing, intervening in, or settling any actual or threatened legal action or proceeding.

8.04 **Special GNMA/FHLMC/HUD/VA/FHA Provisions.** If required by the Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Department of Housing and Urban Development, Federal Housing Authority, the Veterans Administration or similar agency, or their successors in interest, the following requirements apply. Unless seventy-five percent (75%) of the First Mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Declarant) give their prior written approval, the Association shall not be entitled to:

- (a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer property owned directly or indirectly by the Association, except as specifically allowed in this Declaration;
- (b) Fail to maintain hazard and extended coverage insurance on Common Tracts on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value;
- (c) Use hazard insurance proceeds received for losses to any part of the Common Tracts for other than repair, replacement or reconstruction of such property;
- (d) Change the method of determining the Assessments which may be levied against an Owner;
- (e) By act or omission change, waive or abandon any scheme of regulation, or the enforcement thereof, pertaining to the architectural design or exterior appearance of the dwelling Units, the maintenance of the Common Tracts.

ARTICLE IX -- GENERAL PROVISIONS

9.01 Enforcement. The covenants, conditions and restrictions herein contained, and amendments made hereunder, shall run with the land and be binding upon and inure to the benefit of the Association, the Declarant and property Owners, and may be enforced as provided hereinafter. Violation of these protective covenants shall give the Association, the Declarant or the Owners, or any of them, the right to bring proceedings in law or equity against the party or parties violating or attempting to violate any terms of this Declaration, the Articles of Incorporation and Bylaws of the Association, to enjoin them from so doing, to cause any such violation to cease or to recover damages resulting from such violation. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin any violation, the party or parties against whom judgment is entered shall pay the actual, reasonable attorney's fees of the party or parties for whom judgment is entered. Such remedies shall be cumulative and not exclusive. Notwithstanding the foregoing, it is understood that the breach of any of this Declaration shall not defeat or render invalid the lien of any mortgage made in good faith and for value, provided, however, the covenants, conditions and restrictions shall at all times remain in full force and effect against said premises or any part thereof notwithstanding any foreclosure of any mortgage. No assent, expressed or implied, to any breach of any one or more of the covenants, conditions and restrictions shall be deemed to be a waiver of any succeeding or other breach.

9.02 Damages. An Owner shall be liable and responsible for payment of any loss or damage to any portion or property caused by the act or negligence of the Owner or such Owner's immediate family, tenants, contract purchasers, guests and assignees which occurs within the Properties or any common area. Any such loss or damages together with actual, reasonable attorneys' fees and costs of collection may be recovered from the Owner by means of a fine, an Assessment or any other legal means.

9.03 Duration. The covenants, restrictions and reservations set forth in this Declaration, unless properly amended shall run with and bind the entire described Properties, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of five (5) years.

9.04 Amendments. Except for amendments by Declarant as allowed herein, this Declaration may be amended only by execution of a written document by the Owners of not less than seventy-five percent (75%) of the Units actually in existence at the time of such amendment. Said requirement shall be satisfied by the recording of a certificate signed by the Secretary of the Association certifying that the required percentage of Unit Owners have given notarized consent to the amendment. In the event prior approval of an amendment is required by the Federal Home Loan Mortgage Corporation, the Federal Housing Authority, the Veterans Administration or a similar agency, said approval shall also be required. Except that these Covenants shall not be amended to modify Article II.

9.05 Scope of This Declaration. The undersigned Declarant, as Owner of fee simple title to the Properties, expressly intends to subject the Properties to the provisions of this Declaration upon recording of this document. Each Owner shall own their Unit thereof, subject to the provisions of this Declaration. Any instrument recorded subsequent to this Declaration purporting to affect an interest in the Properties shall be subject to the terms of this Declaration despite failure to make reference thereto.

9.06 No Representation. Except as expressly set forth herein, Declarant makes no representations regarding use of any Lot or Unit. Declarant makes no representations as to the existence, preservation or permanence of any view from any Lot or Unit.

9.07 **Books and Records.** Any Owner or Mortgage Holder on a Unit shall have the right to examine the books and records of the Association at any reasonable time upon reasonable notice.

9.08 **Successors and Assigns.** This Declaration shall be binding upon and shall inure to the benefit of the Declarant and each Owner and to the heirs, representatives, Personal Representatives, successors and assigns of each of them.

9.09 **Severability.** If any portion of this Declaration becomes invalidated in any manner whatsoever, it shall not affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all other provisions of this Declaration shall continue in full force and effect.

9.10 **Numbers and Genders.** Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

9.12 **Registration of Mailing Address.** Each Unit Owner and each Security Interest Holder, insurer or guarantor of a Security Interest shall register his mailing address with the Association, and except for annual statements and other routine notices, all other notices or demands intended to be served upon a Unit Owner, or upon a Security Interest Holder, insurer or guarantor of a Security Interest, shall be sent by either registered or certified mail, postage prepaid, addressed in the name of such person or entity at such registered mailing address. However, if any Unit Owner fails to notify the Association of a registered address, then any notice or demand may be delivered or sent, as aforesaid, to such Unit Owner at the address of such Unit Owner's Unit. All notices, demands, or other notices intended to be served upon the Executive Board or the Association shall be sent by registered or certified mail, postage prepaid, to such address determined by the Association.

9.13 **Description of Units.** It shall not be necessary to use the term "unit" as a part of the legally sufficient description of a Unit.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 17 day of May, 1996.

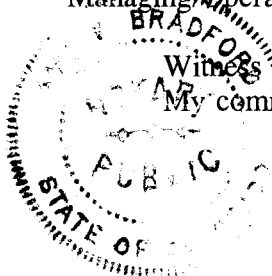
WILLOW RIDGE, LLC., a Colorado Limited Liability Company

By: [Signature]
Oliver E. Frasca, Managing/Operating Member

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

The foregoing instrument was acknowledged before me this 17 day of May, 1996, by Declarant, WILLOW RIDGE, LLC., a Colorado Limited Liability Company, by Oliver E. Frasca Managing/Operating Member.

Witness my hand and official seal.
My commission expires: 12/20/98



[Signature]
Notary Public

TYPE LEGAL DESCRIPTION BELOW, USING ADDITIONAL SHEETS AS NECESSARY. USE SINGLE SPACING WITH A ONE (1) INCH MARGIN ON EACH SIDE.

Beginning at a point on the East Section line of Section 16, Township 1 South, Range 1 West of the U.M. that is North 02° 16'30" West 900 feet from the Southeast corner of said Section 16, thence South 69°13'00" West 184.3 feet, thence South 65° 37'30" West 487.2 feet, thence North 0°28'00" East 663.07 feet to the South line of the right of way of the Redlands Irrigation and Power Company's Power Canal, thence South 57°00'00" East 728.15 feet to the Point of Beginning, Mesa County, Colorado.

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
WILLOW RIDGE SUBDIVISION**

PREAMBLE

THIS DECLARATION, made on the date hereinafter set forth, by Oliver E. Frascona, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of certain real property located in the City of Grand Junction, County of Mesa, State of Colorado, hereinafter referred to as "Properties" and as more particularly described on Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, Declarant desires to subject and place upon the Properties certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other charges set forth herein for the purpose of protecting the value and desirability of said property and for the purpose of furthering a plan for the improvement, sale and ownership of said property as a planned community to the end that a harmonious and attractive development of said property may be accomplished and the health, comfort, safety, convenience and general welfare of owners in said property, or any portion thereof, may be promoted and safeguarded.

NOW, THEREFORE, Declarant hereby declares that the Properties described herein shall be held, sold, and conveyed subject to the following easements, covenants, conditions, restrictions, uses and obligations, all of which are to be for the purpose of protecting the value and desirability of the Properties described and which shall be binding upon all persons having any right, title or interest in the described Properties or any part thereof, their heirs, grantees, successors, representatives and assigns and shall inure to the benefit of each owner thereof and that the common interest community formed hereunder shall be formed as a planned community.

**ARTICLE I
Definitions**

As used in this Declaration, unless the context otherwise requires, the terms hereinafter set forth shall have the following meanings:

1.01 "Act" means the Colorado Common Interest Ownership Act, C.R.S. 38-33.3-101, et seq., as amended.

1.02 "**Affiliate of a Declarant**" means any person who controls, is controlled by, or is under common control with a Declarant. A person controls a Declarant if the person: is a

general partner, officer, director or employee of the Declarant; directly or indirectly, or acting in concert with one or more other persons or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing more than twenty percent (20%) of the voting interests of the Declarant; controls in any manner the election of a majority of the directors of the Declarant, or has contributed more than twenty percent (20%) of the capital of the Declarant. A person is controlled by a Declarant if the Declarant: is a general partner, officer, director or employee of the person; directly or indirectly, or acting in concert with one or more other persons or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing more than twenty percent (20%) of the voting interests of the person; controls in any manner the election of a majority of the directors of the person; or has contributed more than twenty percent (20%) of the capital of the person. Control does not exist if the powers described in this subsection are held solely as security for an obligation and are not exercised.

1.03 "**Allocated Interests**" means the Common Expense Liability and votes in the Association allocated to each Unit. The Allocated Interest for each Unit shall be a fraction, the numerator of which is one (1) and the denominator of which is the total number of Units then within the Common Interest Community; provided that the Allocated Interest for each Unit is subject to decrease with the annexation of additional property to this Common Interest Community as provided in Section 38-33.3-221 of the Act.

1.04 "**Architectural Control Committee**" or "**ACC**" means the committee appointed by the Declarant or by the Association to review and approve or disapprove plans for Improvements, as more fully provided in this Declaration.

1.05 "**Association**" shall mean Willow Ridge Homeowner's Association, a Colorado Non-profit Corporation, its successors and assigns.

1.06 "**Builder**" means any person or entity who constructs a residential dwelling unit on any previously unimproved Unit within the Property.

1.07 "**Bylaws**" shall mean any instrument which is adopted by the Association for the regulation and management of the Association, including any amendments to these instruments.

1.08 "**Common Areas**" shall mean and refer to the property and improvements, together with all roads, streets, fences, rights-of-way and easements located within the Properties which are to be owned and/or maintained by the Association for the common use, benefit and enjoyment of the Unit Owners. Common Areas known at the time of the execution of this Declaration are described on the recorded plat. Additional improvements or property may be added as Common Areas as approved by the Executive Board for the Association and as shown on a recorded map which shows such additional Common Areas.

1.09 "**Common Interest Community**" means real estate described in this Declaration, as supplemented and amended from time to time, with respect to which a person, by virtue of

such person's ownership of a Unit, is obligated to pay for real estate taxes, insurance premiums, maintenance or improvement of other real estate described in this Declaration.

1.10 "**Declarant**" shall mean Oliver E. Frascona and his successors or assigns, if such successors or assigns shall acquire any portion of the Properties described for the purpose of development and be designated by the Declarant or a successor Declarant, as a Declarant by a duly recorded written instrument. Any such written designation by the Declarant may include the right of redesignation by such successor or further successors.

1.11 "**Declaration**" shall mean this Declaration of Covenants, Conditions and Restrictions of **WILLOW RIDGE SUBDIVISION** as same may be amended from time to time.

1.12 "**Development Rights**" means any right or combination of rights reserved by Declarant hereunder including the following:

- (a) To add real property to be covered under the terms of this Declaration;
- (b) To create additional Units, Common Areas within the real property covered under the terms of this Declaration;
- (c) To withdraw real estate from being subject to the terms of this Declaration.

1.13 "**Executive Board**" shall mean the Executive Board of the Association, duly elected pursuant to the Bylaws of the Association or appointed by the Declarant as therein provided or provided in this Declaration.

1.14 "**First Mortgage**" shall mean any person, corporation, partnership, trust, company, association, or other legal entity which owns, holds, insures or is a governmental guarantor of a mortgage or deed of trust, which mortgage or deed of trust is a first and prior lien encumbering a Lot or Parcel within the Properties described.

1.15 "**Lot**" shall mean and refer to any plot of land shown upon any recorded subdivision plat or later amended plats of a subdivision as a subdivided lot within the Properties and which is subject to this Declaration, with the exception of the Common Areas, public streets or other public property. Lot shall include any dwelling Unit or structure constructed thereon.

1.17 "**Member**" shall mean all those who are members of the Association as provided in this Declaration.

1.18 "**Properties**" shall mean the entire real property and the improvements located thereon as more fully described on the recorded plat.

1.19 **"Security Interest"** means an interest in real estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation.

1.20 **"Special Declarant Rights"** means rights reserved for the benefit of Declarant to complete improvements indicated on plats and maps filed with the Declaration; to exercise any development right; to maintain sales offices, management offices, signs advertising the Common Interest Community, and to design, build, offer for sale and sell models and custom homes; to use easements through the common elements for the purpose of making improvements within the Common Interest Community or to appoint or remove any officer of the Association or any Executive Board member during any period of Declarant control.

1.21 **"Unit"** means a physical portion of the Common Interest Community which is designated for separate ownership or occupancy as a Lot and the boundaries of which are described in or determined from the recorded subdivision plats within the Properties.

1.22 **"Unit Owner or Owner"** means the Declarant or other person who owns a Unit, but does not include a person having an interest in a Unit solely as security for an obligation. The Declarant is the owner of any Unit created by the Declaration until that Unit is conveyed to another person.

ARTICLE II Property Rights

2.01 **Owner's Easements.** Every Unit Owner shall have the nonexclusive right and easement of use and enjoyment in and to any Common Areas related to this Declaration located within or adjacent to the Properties and improvements thereon, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Executive Board to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- (b) The right of the Association through its Executive Board to make such use of the Common Areas as may be necessary or appropriate for the performance of its duties and functions which it is obligated or permitted to perform under this Declaration;
- (c) The right of the Executive Board, in its sole discretion, to grant easements and rights of way on, across, under and over the Common Areas to any

entity providing water, sewer, gas, electricity, telephone, cable television, or other similar service to the Properties;

- (d) The right of the Executive Board to make reasonable rules and regulations regarding the use and upkeep of the Common Areas and facilities located thereon;
- (e) The right of the Executive Board to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 12 of the 14 Members has been recorded;
- (f) The right of the Association to close or limit the use of the Common Areas or portions thereof for any reasonable purpose; provided, however, the Association shall not deny a Unit Owner ingress or egress to that Owner's Unit.

2.02 Delegation of Use. Any Owner may delegate his or her right of enjoyment of the Common Areas to members of his family, his tenants, contract purchasers or guests. All Owners shall comply strictly with and cause all family members, tenants, purchasers or guests to comply with this Declaration, the Articles of Incorporation, the Bylaws of the Association, and the decisions, rules, regulations and resolutions of the Association. Each Owner shall be fully responsible for the actions of their guests.

2.03 Declarant's Easements. Easements are hereby granted to the Declarant in and to the Common Areas as may be reasonably necessary for the purpose of discharging any of Declarant's obligations or exercising any Special Declarant Rights.

2.04 Easements for Drainage, Utilities And Other Purposes. Easements for the installation and maintenance of utilities, drainage facilities, pedestrian walkways, landscaped areas and miscellaneous public or private improvements and access thereto are reserved as shown on the recorded plats affecting the Units and any amendments to such plats or as established by any other instrument of record.

ARTICLE III Membership - Association

3.01 General Purposes and Powers. The Association, through the Executive Board, shall perform management functions as provided in this Declaration. Any purchaser of a Unit or a parcel within the Properties shall be deemed to have assented to, ratified and approved such

designations and management. The Association shall have all the power necessary or desirable to effectuate such purposes.

3.02 Articles and Bylaws; Applicability of the Act. The purposes and powers of the Association and its rights and obligations set forth in this Declaration may be amplified by provisions of the Articles of Incorporation and Bylaws of the Association. In the event either the Articles or Bylaws conflict with the Declaration, the Declaration shall control. In the event the Articles conflict with the Bylaws, the Articles shall control. In all cases, however, the provisions of the Colorado Common Ownership Act shall govern in the event of any conflict between the provisions of either this Declaration or the Articles of Incorporation and Bylaws of the Association.

3.03 Membership. Every record Owner of a fee interest in any Unit which is subject to an Annual Assessment shall be a Member of the Association, including contract sellers; provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member. Record ownership of a Unit shall be the sole qualification for such membership.

3.04 Voting Interest and Allocation of Common Expenses. The Association shall have one class of voting memberships. Members shall be all Owners and shall be entitled to one vote for each Unit owned. The vote for such Unit, the ownership of which is held by more than one Owner, shall be exercised as they determine between themselves. If only one of the multiple Owners is present at any meeting of the Association where Members are entitled to cast their votes, such Owner is entitled to cast the entire vote for such Unit. If more than one Owner is present, the vote for such Unit may be cast only in accordance with the agreement of a majority in interest of the Owners. Should the joint owners be unable, within a reasonable time, to agree upon how they will vote any issue, they shall be passed over and the right to vote on such issue shall be lost. In no event shall more than one vote be cast with respect to any one Unit. Each Unit shall have allocated to it a percentage of the common expenses of the Association and voting interest equivalent to one Unit in relation to the total number of Units, a fraction, the numerator being 1 and the denominator being the total number of units. Units owned by Declarant shall not receive any special benefit relating to assessments or voting rights. If any additional Units are added so as to be covered by this Declaration, each Unit's obligation for assessments and its related voting rights shall be proportionately adjusted.

3.05 Reservation. Notwithstanding the foregoing voting rights, Declarant reserves the right to appoint the Executive Board of the Association until the occurrence of one of the following events:

- (a) Within sixty (60) days after conveyance to Unit Owners other than Declarant, of twenty-five percent (25%) of the Units that may be created, at least one member and not less than twenty-five percent (25%) of the members of the Executive Board must be elected by Unit Owners other than the Declarant.

- (b) Within sixty (60) days after conveyance to Unit Owners other than Declarant of fifty percent (50%) of the Units that may be created, not less than thirty-three and one-third percent (33-1/3%) of the members of the Executive Board must be elected by Unit Owners other than the Declarant.
- (c) Within sixty (60) days after conveyance to Unit Owners other than a Declarant, of seventy-five percent (75%) of the Units which may be created.....
- (d) Within two (2) years after the last conveyance of a Unit by the Declarant in the ordinary course of business or within two (2) years after any right to add new Units was last exercised, all members of the Executive Board must be elected by Unit Owners and no members may be appointed by Declarant.

In addition, Declarant may voluntarily surrender the right to appoint members of the Executive Board, but in such event, may continue to require Declarant's approval for certain specified actions as described in a recorded instrument executed by Declarant at such time.

For the purposes of this Declaration, the maximum number of Units which shall be subject to the provisions hereunder and which the Declarant reserves the right to create shall be (22) twenty-two.

3.06 Indemnification. The Association shall indemnify every director, officer, agent or employee, and any former director, officer, agent or employee against loss, costs, and expense, including reasonable attorney fees incurred in connection with any action, suit, or proceeding in which such person may be made a party by reason of being, or having been such director, officer, agent or employee of the Association or Executive Board. This indemnification shall not apply to acts where such person is liable for gross negligence or fraud. Any such indemnification may only be paid out of the insurance coverage furnishing Officers and Directors of the Association errors and omissions insurance coverage or similar coverage. All payments or settlements of this indemnification shall be limited to the actual proceeds of insurance policies received by the Association, however, any deductible shall be paid by the Association. Said indemnification shall not apply to any managing agent hired by the Association as an independent contractor.

3.07 Rights of the Association.

- (a) **Association as Attorney-in-Fact for Owners:** The Executive Board is hereby irrevocably appointed attorney-in-fact for the Owners, and each of them, to manage, control and deal with the interest of such Owner so as to permit the Association to fulfill all of its duties and obligations hereunder. The Executive Board is granted all of the powers necessary

to govern, manage, maintain, repair, administer and regulate in order to accomplish its purposes under this Declaration.

- (b) **Contracts, Licenses and Other Agreements:** The Executive Board shall have the right without the consent of Owners or First and Second Mortgagees to enter into or grant contracts, easements, licenses, leases and agreements, concerning the use of Common Areas and any improvements located thereon.
- (c) **Implied Rights:** The Executive Board shall have any may exercise any right or privilege given to it expressly by this Declaration, or reasonably implied from the provisions of this Declaration, or given or implied by law, including those established by the Colorado Common Interest Ownership Act, or which may be necessary or desirable to fulfill its duties, obligations, rights or privileges.
- (d) **General Authority:** The Association through the Executive Board shall provide for the maintenance and uniform development of the areas which are common to the entire Properties such as right-of-way landscaping, fencing, lighting and signage on certain streets. In addition, the Association is established to provide review for each Lot or Unit within the Properties to insure that general conformance exists with respect to certain architectural and landscaping matters, and also to carry out overall community goals, for instance, by way of example, collection of garbage; recycling; distribution of information; and to carry out other functions which the Executive Board feels is in the general interest of all Unit Owners.

ARTICLE IV Assessments

4.01 **Creation of the Lien and Personal Obligation of the Assessment.** The Declarant for each Unit owned, within the Properties, hereby covenants, and each Owner of any Unit 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 an Annual Assessment, and Special Assessments to be established and collected as provided hereinafter. The Annual and Special Assessments created and defined in this Declaration, together with late fees, individual assessments, interest, costs, and reasonable attorneys fees shall be a charge on the Unit they are levied against and shall be a continuing lien upon the property against which each such Assessment is levied until such Assessment or charge, together with any late fees, costs of collection, and attorneys fees are fully paid. Each such Assessment, together with late fees, interest, costs and reasonable attorneys fees shall also be a personal obligation of the person who was the Owner of such Unit or of the persons jointly and severally, who were the Owners of

such Unit at the time when the Assessment became due and payable. The personal obligation for delinquent Assessments shall pass to successors in title who, by acceptance of title, have expressly assumed them.

4.02 Purpose of the Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties and the Members of the Association. In addition, said Assessments may be used for the maintenance, repair and improvement of the Common Area and landscaping thereon, for the maintenance and repair of any fencing installed by either Declarant or the Association or improvements located on or adjacent to the Properties which is the responsibility of the Association, for payment of management fees, payment of insurance premiums, payment of legal, accounting and other professional services provided for the benefit of the Association, maintenance of an adequate reserve fund for repair and maintenance of Common Areas for payment of utility charges of the Association, for the maintenance and repair of entry features, if any, constructed by Declarant, and for other expenses incurred by the Executive Board for the benefit of the Association and its members. Also, the Assessments may be used for any other purposes reasonably necessary to implement the purposes described herein, including the ability of the Association to perform acts indicated herein.

4.03 Annual Assessments.

- (a) **Annual Assessment for Common Expenses; Allocation Amongst Unit Owners.** An Assessment for common expenses shall be levied and assessed annually by the Executive Board against each Owner of a Unit within the planned community. Said Assessment may include the establishment and maintenance of a reserve fund for the maintenance, replacement, reconstruction and repair of those portions of the Common Areas which the Association has a duty to replace, repair, maintain and/or reconstruct on a periodic basis. Such Assessment shall be paid in the proportion which the number of Units owned by a particular Owner bears to the total number of Units which have been established by the recording of a subdivision plat or plats.
- (b) **"Levy" of Assessments.** At least thirty (30) days prior to the close of the Association's fiscal year, the Executive Board shall determine subject to the provisions of this Declaration, the Annual Assessment which is payable by each Unit. The Annual Assessment may be later adjusted upon a finding of necessity by the Executive Board, but no more than twice in any one year. Written notice of any such Assessment or adjustment shall be sent to every Owner as such Owners are listed in the records of the Association. The omission or failure of the Board to levy any Assessment or fail to send notice shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay the Assessment.

- (c) **Non-exemption.** No Owner or any person obligated to pay an Assessment may waive or otherwise escape liability for any Assessments provided for herein by non-use of the Common Areas, abandonment of his or her Unit, or by any other action.

4.04 Maximum Annual Assessment and Budget.

- (a) Until the effective date of an Association budget ratified by the Unit Owners with a different amount for the Annual Assessment, the maximum Annual Assessment shall be \$100.00 per Unit.
- (b) Within thirty (30) days after adoption of any proposed budget for the Common Interest Community, the Executive Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the Association budget to all the Unit Owners and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) days nor more than sixty (60) days after mailing or other delivery of the summary. Unless at that meeting the Unit Owners casting at least seventy-five (75%) of the Association votes reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Unit Owners must be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

4.05 Special Assessments. In addition to the Annual Assessments authorized above, the Executive Board may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any of the Common Areas or other capital improvements of the Association, provided that any such Assessment shall only be levied once in a three year period, for a single year, have the assent of at least twenty percent (20%) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose and not exceed 50% of the prior year's Annual Assessment. This requirement shall not apply to expenditures made by the Executive Board for repairs in the event of damage or destruction as set forth in Article VII of this Declaration.

4.06 Notice and Quorum Required to Assess a Special Assessment. Written notice of any meeting of Members called for the purpose of levy of a Special Assessment shall be sent to all Members not less than thirty days nor more than sixty days in advance of the meeting. At such meeting, the presence of Members or of proxies entitled to cast twenty percent (20%) of all the votes of the Membership shall constitute a quorum.

4.07 Uniform Manner of Assessment. All Annual Assessments and Special Assessments must be fixed at a uniform rate for all Units. In addition, at the option of the Executive Board, any Assessment, either Annual or Special, may be collected on a monthly, quarterly, or annual basis.

4.08 Date of Commencement of Assessments; Prorations; Due Date. The Annual Assessment provided for herein shall commence as to all Units on the first day of the month following the conveyance of the first Unit to a third party. The Declarant shall pay all common expenses accrued prior to the date of the conveyance of the first Unit. Thereafter, the Declarant shall be liable only for the Annual Assessment due upon those Units owned by it. The initial Annual Assessment due with respect to all Units shall be prorated according to the number of months remaining in the Association's fiscal year at the time of said initial assessment. Thereafter, any Unit Owner purchasing a Unit between payment due dates shall pay a pro rata share of the last payment due.

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 Unit have been paid or the amount of Assessment currently owing with respect to a Unit. The Association, the Executive Board, the Officers and the Members shall have no liability for any inaccurate information supplied under this paragraph other than as specifically set forth in C.R.S. 38-33.3-317(8).

4.09 Non-payment, Remedies of the Association, Lien Priorities.

- (a) All types of Assessments shall become delinquent unless paid by the due date. If any such Assessment is not paid by the due date, the Owner obligated to pay such Assessment may be required to pay a reasonable late fee, as determined by the Executive Board. Any Assessment not paid within thirty (30) days after the due date, shall bear interest from the due date at the rate of 18% per annum. The failure to make payment within sixty (60) days of the due date thereof shall cause the total amount of such Owner's Annual Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Executive Board, without further notice.
- (b) The Association may bring an action at law or equity against the Owner obligated to pay the Assessment or undertake any other remedies allowed by law. In the event it shall become necessary for the Executive Board to collect any delinquent Assessments in any manner, the delinquent Owner shall pay, in addition to the Assessment, interest and late fees as herein provided, all costs of collection including reasonable attorneys fees and costs incurred by the Association.
- (c) The Association is hereby granted an ongoing continuing lien against an Owner's Unit for payment of any Assessment which the Owner fails to make as required by this Declaration. Such lien shall be perfected and attach to the Unit at the time of Levy of the Assessment and continue until such Assessment, together with all late fees, interest and costs of collection, including reasonable attorneys' fees, are paid in full. The lien

hereby given shall also be a lien upon all of the rents and profits of the encumbered Unit. There shall be no obligation to file or record any additional documents to perfect the Association's Lien.

- (d) The lien hereunder may be foreclosed upon by the Association as provided by the laws of the State of Colorado for foreclosure of mortgages and deeds of trust on real property. The Association shall have all rights in this regard as provided by the Colorado Revised Statutes.
- (e) Subject to the rights of a first mortgages, except as such rights are modified by the Colorado Common Interest Ownership Act; if a foreclosure action is filed to foreclose any Assessment line, and an Owner abandons or leaves vacant his or her dwelling Unit, the Executive Board may take possession and rent said dwelling Unit or apply for the appointment of a receiver for the dwelling Unit without prior notice to the Owner.
- (f) In the event an Owner is in default on any obligation secured by an encumbrance on a Unit in the planned community, the Executive Board, at its option, may pay the amount due on said obligation and shall have a lien for said amount against the Unit which lien shall attach in the manner as provided for unpaid Assessments.
- (g) The lien of all Assessments created and defined by the Declaration shall be superior to any homestead exemption as is now or may hereafter be provided by Colorado or Federal law. The acceptance of a deed to a Lot or Unit subject to this Declaration shall constitute a waiver of the homestead exemption as against such lien described hereunder.
- (h) Although not required by these Covenants, Conditions and Restrictions, in the event any lien is required to be filed and released to enforce collection hereunder, all costs of preparation, filing and release shall be paid by the Owner as a cost of collection.
- (i) A lien under this Article IV is prior to all other liens and encumbrances on a Unit except:
 - (1) Liens and encumbrances recorded before the recordation of the Declaration;
 - (2) A Security Interest on the Unit which has priority over all other Security Interests on the Unit and which was recorded before the date of which the assessment sought to be enforced became delinquent, or which has priority over all other Security Interests on the Unit and which was perfected

- before the date of which the assessment sought to be enforced became delinquent; and
- (3) Liens for real estate taxes and other governmental assessments or charges against the Unit.

A lien under this Article IV is also prior to the Security Interests described in subparagraph (2) above of this paragraph (i) to the extent of:

- (1) An amount equal to the Annual Assessments based on a periodic budget adopted by the Association pursuant to Section 4.04 of this Article IV which would have become due, in the absence of any acceleration, during the six months immediately preceding institution of an action to enforce the lien, but in no event shall the priority accorded to such lien exceed one hundred fifty percent (150%) of the average monthly assessment during the immediately preceding fiscal year multiplied by six;
- (2) Attorney fees and costs being incurred in an action to enforce the lien.

This subsection (i) does not affect the priority of mechanics' or materialmen's liens or the priority of liens for other assessments made by the association.

4.10 Capital Fund. The Association may establish a Capital Fund with each Unit being obligated to make a contribution to said fund of up to twenty-five percent (25%) of the Annual Assessment applicable at the time of payment with respect to said Unit. If the fund is established, each such nonrefundable contribution shall be collected and the amount established at the closing of the initial sale of such Unit and such amount collected shall be maintained for the use and benefit of the Association and shall not be considered a payment of Annual Assessment. Said Fund shall be utilized at the discretion of the Executive Board to meet unforeseen expenses, to acquire capital equipment or provide any additional services to benefit the Association including payment of costs and expenses incurred in the enforcement of provisions of this Declaration. Upon the transfer of a Unit, a Unit Owner shall be entitled to a credit from the transferee (but not from the Association) for the aforesaid contribution to the Capital Fund.

4.11 Specific Approval Required. In the event prior approval of a Special Assessment, fine or any increased Annual Assessment is required by the Federal Housing Authority, the Veterans Administration or similar agency because sale of portions of the Properties are financed by such agencies, written consent of such agency is also required.

4.12 **Reconstruction Assessments.** In accordance with Article VII of this Declaration, the Association shall have the authority to impose and levy a Reconstruction Assessment against all Units for reconstruction of Common Areas and for payment of insurance premiums. Said Assessment shall be prorated among Owners in the same manner and proportion as the Annual Assessment.

4.13 **Individual Assessments and Fines.** An Individual Assessment may be assessed by the Executive Board as allowed in this Declaration and/or the Colorado Common Ownership Interest Act against any Owner or Owners. Said Assessment shall be made only after twenty (20) days written notice to the Owner or Owners to be assessed, the opportunity to the Owner for a hearing before the Executive Board, and a vote of two-thirds of a quorum of the Board levying said assessment.

A fine may be assessed by the Executive Board against an Owner or Owners for each violation of the Declaration, the Articles, the Bylaws and the Rules and Regulations. Said fine shall be assessed by complying with the procedure for Individual Assessment set forth above.

ARTICLE V

Architectural Control Committee

5.01 **Approval of Improvements Required.** No improvements shall be constructed, erected, placed, planted, applied or installed upon any Unit unless plans and specifications therefor (said plans and specifications to show exterior design, height, materials, color, and location of the improvements, and type of landscaping, fencing, walls, windbreaks and grading plan, as well as such other materials and information as may be required by the Architectural Control Committee) shall have been first submitted to and approved in writing by the Architectural Control Committee (hereinafter the "ACC"); provided, however, that the Declarant shall be exempt from seeking or obtaining ACC approval during Declarant's development of, construction on, or sales of any Unit or residences on any Unit. The ACC shall exercise its reasonable judgment to the end that all improvements conform to and harmonize with the existing surroundings, residences, landscaping and structures. In its review of such plans, specifications and other materials and information, the ACC may require that the applicant(s) reimburse the committee for the actual expenses incurred by the committee in the review and approval process. Such amounts, if any, shall be reasonable and levied in addition to the Annual Assessment against the Unit for which the request for ACC approval was made, but shall be subject to the Association's lien for assessments and subject to all other rights of the Association for the collection of such assessments, as more fully provided in this Declaration.

5.02 **Members of ACC.** The ACC shall consist of three persons. Declarant shall have the right to appoint and reappoint the members, who need not be Owners, until all of the Units have been conveyed to the first Unit Owner thereof (other than Declarant or a Builder). In addition, Declarant may only terminate its right of appointment by providing written notice to the Executive Board or the Secretary of the Association. Thereafter members shall be appointed

by the Executive Board for staggered three year terms except terms for the initial ACC appointed by the Executive Board shall be one year for one member and two years for one member and three years for one member. All members appointed by the Board to the ACC must be Owners and shall not be entitled to any compensation for their service. In the event the ACC is not properly formed or ceases to exist, all functions of the ACC shall be taken over by the Executive Board.

5.03 **Decision of ACC.** The decision of the ACC shall be made within thirty (30) days after receipt of all materials and plans required to be submitted to the ACC. The decision shall be in writing and, if the decision is not to approve a proposed improvement, the reasons therefor shall be stated. The decision shall be promptly mailed to the applicant at the address furnished by the applicant. A majority vote of the ACC shall constitute action by the ACC.

5.04 **Criteria for Approval.** The ACC shall have the right to disapprove any application which is not suitable or desirable for aesthetic or other reasons, and the ACC shall have the right to take into consideration the suitability of the proposed improvement, the materials of which it is to be built, the color, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, the topography of the land, the effect of the proposed improvement on adjacent or neighboring property, and if the improvement is in accordance with all of the provisions and intent of this Declaration, the Basic Specifications set forth in Section 5.10, hereinbelow, and the design guidelines to be adopted under Section 5.11 hereinafter set forth. The application may be rejected if the plans and specifications submitted are incomplete. The ACC may condition its approval of any application upon such terms, conditions and changes as the ACC may deem appropriate.

5.05 **Appeal to the Executive Board.** If the ACC denies approval of a proposed improvement, the applicant may appeal to the Executive Board by giving written notice of such appeal to the Executive Board within ten (10) days after such denial. The Executive Board shall hear the appeal with reasonable promptness (not more than 45 days) after reasonable notice of such hearing to the applicant and the ACC and shall decide, with reasonable promptness (not more than 45 days) whether or not the request shall be approved. The decision of the Executive Board shall be final and binding upon all parties.

5.06 **Failure of ACC to Act on Plans.** Any request for approval of a proposed improvement shall be deemed approved, unless written disapproval is mailed to the applicant within thirty (30) days after the date of receipt by the ACC of all necessary materials as determined by the ACC. Any failure of the ACC to act under this Section shall not be deemed a waiver of any right to withhold approval or consent for a similar proposal submitted in the future.

5.07 **Noncompliance.** If the Board or ACC finds that any improvement has been done without obtaining the necessary approval under this Article, or was not done in compliance with the plans and specifications furnished by the applicant, the applicant shall be notified in writing of the noncompliance. Upon receipt of said notice, the applicant shall remedy or remove the

improvement or portion which is in noncompliance within fifteen (15) days of the date the written notice of noncompliance was mailed.

The applicant may appeal a notice of noncompliance within ten (10) days of the mailing of the notice by filing a written request for review with the Executive Board. Upon receipt of said written notice of review, the Board shall decide as soon as reasonably possible whether there has been noncompliance, with the decision of the Board being binding on all parties. In reviewing the matter, the Board may review any information it deems pertinent and request that any additional materials be supplied for its review.

In the event the applicant or any Owner fails to remedy any noncompliance, the Board may take any and all steps it deems necessary to effectuate such a remedy or to remove the noncompliance including all rights under law. The Board may remove the noncomplying improvement from the property and assess the costs of removal against the Owner. In addition, the Board may, at its discretion, levy a fine or individual Assessment against said Owner for all costs and expenses incurred, including reasonable attorneys' fees in the matter or in the removal of any noncomplying improvement.

5.08 No Implied Waiver. No action by the ACC or by the Executive Board shall constitute a waiver or be binding with respect to future action by the ACC or the Executive Board under this Article. Specifically, no approval or failure to act by the ACC or the Board with respect to any request shall be deemed a waiver of any right to withhold approval or consent for any other proposed improvement or for any other similar proposals.

5.09 Nonliability for Committee Action. No member of the ACC, nor any member of the Executive Board nor the Declarant shall be liable for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the ACC or Executive Board unless it be due to the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the ACC shall not be responsible for reviewing, nor shall its approval of an improvement or plan be deemed approval from the standpoint of safety, or imply that said improvement is in conformance with building codes or other governmental laws or regulations.

5.10 Basic Specifications. The following basic specifications, requirements and restrictions (hereinafter "Basic Specifications") shall apply to the construction, repair, replacement or other installation of any improvement, as more particularly described in Section 5.01 hereinabove, upon any Unit:

- (a) **Building Envelope, Site Orientation and Planning.**
 - (A) Front yard setback 20 feet all lots
 - (B) Side yard setbacks 10 feet one side all lots, zero opposite side, Lots 1 through 6 and Lots 10 through 14
 - (C) Rear yard setback, 25 feet all lots

(b) **Principal Dwelling Size and Configuration.**

- (1) All dwelling units shall have a minimum of 1000 square feet of living area exclusive of one-story open patios, breezeways, porticoes, lofts, decks, stoops, porches, porte cocheres, balconies, crawl spaces, basements and garages.
- (2) The ground floor area of a dwelling of more than one story shall not be less than 750 square feet exclusive of one story open patios, porticoes, breezeways, porches, stoops, porte cocheres, balconies, decks, lofts, crawl spaces, basements and garages.
- (3) The maximum height of any dwelling unit shall not exceed thirty-five feet measured from the lowest point at the street curb adjacent to the Unit.
- (4) All dwelling units shall have a two-car attached garage not to exceed 8' in height. Detached garages may be allowed only if connected to the principal structure by of a covered breezeway or portico.
- (5) Any two story dwelling shall have its garage attached with roof lines and attachments in such a way as to eliminate as much as possible the "boxy" look of a two story house.

(c) **Auxiliary Structures - Size and Configuration.**

- (1) Auxiliary attached and detached structures which may be allowed if built in the Building Envelope are gazebos, grape arbors, hot tubs, playhouses, greenhouses and playground structures. These structures shall be proportional in scale and compliment the architecture of the principal dwelling unit.
- (2) Playhouses may not exceed eighty square feet in area and eight feet in height.
- (4) No tool and/or storage sheds or the like may be constructed or allowed to exist.

(d) **Fences, Privacy Screens, Walls and Windbreaks.**

- (1) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line

connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within a distance of ten (10) feet from the intersection of a street property line with the edge of a driveway.

- (2) Fences, privacy screens and masonry walls shall be placed within the Building Envelope and shall not exceed five feet in height.

(e) Landscaping and Gardens

- (1) Building Envelopes within the Properties, or any additions thereto, shall be fully landscaped (front, sides and back) by the Owner within six (6) months after the Owner acquires the Lot with a dwelling unit thereon, or by June 1st if the Owner acquired the Lot with a dwelling unit between October 1st and December 1st. The Lot Owner shall maintain such landscaping in an attractive condition.
- (2) No improvements shall be allowed in the area from the street to the house, except for landscaping (exclusive of vegetable gardens) without ACC approval. It is the intent to have an open look from the street to the house.
- (3) Gravel used as a landscaping design element may not exceed ten (10) percent of the Building Envelope area.
- (4) Vegetable and flower gardens are permitted provided they are contained within the Building Envelope and are an integral part of the landscape scheme.

(f) Front Yard Light, Exterior Lighting and Mailboxes

- (1) Any exterior lighting installed on any Lot or Outlot shall be indirect or of such controlled focus or intensity as not to disturb the residents of adjacent properties.
- (2) Each Unit Owner shall build and maintain an individual mailbox structure which meets the Subdivision design standard or in the event a central mail distribution center exists, there shall be no such mail boxes.

5.11 **Architectural Standards/Design Guidelines.** The ACC or Executive Board will promulgate additional, more detailed rules and regulations to interpret and implement the provisions of this Article. The rules and regulations shall be known as "Design Guidelines" of Willow Ridge Subdivision and may contain guidelines which will clarify the types of designs and materials that will be considered in deciding whether to withhold or grant its approval of any proposed improvements and the plans therefore. All improvements proposed to be constructed shall at all times be required to be built in accordance with any design guidelines adopted and also in accordance with the procedures set forth in this Article.

ARTICLE VI Restrictive Covenants

6.01 **General Plan.** It is the intention of the Declarant to establish and impose a general plan for the improvement, development, use and occupancy of the Units, all in order to enhance the value, desirability, and attractiveness of the Units and subserve and promote the sale thereof.

6.02 **Use of Properties.** Each and every Lot or Unit within the Properties shall be used for residential purposes only, together with such accessory uses as are allowed by law. All buildings or structures erected upon the Properties shall be constructed on site, and no buildings or structures shall be moved from other locations onto said premises. No temporary building or other temporary structures, trailers, basements, tents, shacks, barns, or outbuildings shall be erected, used or permitted to be kept or stored on any portion of the Properties for any period of time, except as specifically allowed in this Declaration, or except as utilized by Declarant or the assigns or lessees of Declarant for business purposes.

6.03 **General Restrictions.** None of the Properties shall be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Unit or any resident thereof and no billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the Properties except as allowed under Section 6.08 hereafter.

6.04 **Prohibited Uses.** No unlawful use shall be permitted or made of the Properties or any part thereof. All laws, ordinances and regulations of all governmental bodies having jurisdiction shall be complied with.

6.05 **Construction Facilities.** Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant, its agents, employees and contractors to maintain during the period of construction and sale of the Units, upon such portion of the Properties as Declarant may choose, such facilities as in its sole opinion may be reasonably required, convenient or incidental to the construction and sale or rental of Units including, without limitation, business offices, management offices, storage areas, construction yards, signs, model Units, sales offices, construction offices, parking areas and lighting. Said offices may be at a location and a size as determined by Declarant.

6.06 Destruction of Residences on Units. If due to casualty or for any other reason a residence located on a Unit shall be destroyed or so damaged that the residence is no longer habitable, then the Owner of such Unit shall, within a reasonable time not to exceed one hundred and twenty (120) days after the event resulting in such damage or destruction, either commence and diligently pursue repair or reconstruction of the residence or demolish the same. Demolition of a residence shall include removal of any foundation slabs, basement walls and floors, regrading the Unit to a level condition and the installation of such landscaping as may be required by the ACC pursuant to a plan submitted by the Unit Owner of said Unit. If the Unit Owner of a Unit does not either commence repair, reconstruction or demolition activities within a reasonable time as provided hereinabove and diligently pursue the same in conformance with plans approved by the ACC, then the Association may, in its reasonable discretion, after providing the notice required in Article IV hereof, enter upon the Unit for the purpose of demolishing the residence and landscape the Unit in conformance with approved plans. The cost related to such demolition and landscaping shall be the personal obligation of the Owner of the Unit on which such work is performed and shall be subject to all of the terms and provisions applicable to assessments as provided in Article IV hereof, including, without limitation, interest, late charges and lien rights.

6.07 Household Pets. No animals, livestock, birds, poultry, reptiles or insects of any kind shall be raised, bred, kept or boarded in or on the Units; provided, however, that the Unit Owners of each Unit may keep a reasonable number of dogs (not to exceed 2), cats (not to exceed 2) or other domestic animals (not to exceed 3 in total exclusive of dogs and cats) which are bona fide household pets, so long as such pets are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance to any resident of the Units. Barking dogs are by definition a nuisance. A Unit Owner's right to keep household pets shall be coupled with the responsibility to pay for any damage caused by such pets, as well as any costs incurred by the Association as a result of such pets, and any such costs and damages shall be subject to all of the Association's rights with respect to the collection and enforcement of assessments as provided in Article IV hereof.

6.08 Miscellaneous Improvements.

- (a) No advertising or signs of any character shall be erected, placed, permitted, or maintained on any Unit other than a name plate of the occupant and a street number, and except for a "For Sale," "Open House" or "For Rent" sign of not more than six (6) square feet. Notwithstanding the foregoing, reasonable signs, advertising or billboards used by the Declarant or a Builder in connection with the sale or rental of the units, or otherwise in connection with development of or construction on the Units, shall be permissible.
- (b) No clotheslines, drying yards, service yards, wood piles or storage areas shall be so located on any Unit as to be visible from a street. No wood piles nor any other materials or any Improvements other than a boundary

fence approved by the ACC shall be located on any Unit so as to be adjacent to any fence maintained by the Association.

- (c) No types of refrigerating, cooling or heating apparatus shall be permitted, except when appropriately screened and approved by the ACC.
- (d) Except as may otherwise be permitted by the ACC, no exterior radio antenna, television antenna or other antenna, satellite dish, or audio or visual reception device of any type shall be placed, erected or maintained on any Unit, except inside a residence or otherwise concealed from view; provided, however, that any such devices may be erected or installed by the Declarant or Builder during its sales or construction upon the Units.
- (e) No wind generators or any kind shall be constructed, installed, erected or maintained on the Units.
- (f) No fences or other exterior Improvements shall be constructed, installed, erected or maintained on any Unit unless approved by the ACC and except such fences, in such locations, as were installed or permitted to be installed by the Declarant or a Builder in its construction of Improvements on the Units.

6.09 Vehicular Parking, Storage and Repairs.

- (a) No house trailer, camping trailer, boat trailer, hauling trailer, boat, or accessories thereto, truck (larger than 3/4 ton), self-contained motorized recreational vehicle, or other type of recreational vehicle or equipment, may be parked or stored on the Units unless such parking or storage is within the garage area of any Unit, except that any such vehicle may be otherwise parked as a temporary expedient for loading, delivery, or emergency. This restriction, however, shall not restrict trucks or other commercial vehicles which are necessary for construction or for the maintenance of the Units or any Improvements located thereon.
- (b) Except as hereinabove provided, no abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked on any Unit. An "abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, or other similar vehicle, which has not been driven under its own propulsion for a period of one (1) week or longer, or which does not have an operable propulsion system installed therein; provided, however, that otherwise permitted vehicles parked by Unit Owners while on vacation or during a period of illness shall not be deemed to be abandoned.

- (c) In the event the Association shall determine that a vehicle is parked or stored on any Unit in violation of subsections (a) or (b) of this Section 6.09, then a written notice describing said vehicle shall be personally delivered to the owner thereof (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner thereof cannot be reasonably ascertained), and if the vehicle is not removed within a reasonable time thereafter, as determined by the Association in its discretion from time to time, the Association shall have the right to remove the vehicle at the sole expense of the owner thereof.
- (d) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicles, trailers or boats, may be performed or conducted on any Unit unless it is done completely within a garage. The foregoing restriction shall not be deemed to prevent washing and polishing of any motor vehicle, boat, trailer, motor-driven cycle, or other vehicle, together with those activities normally incident and necessary to such washing and polishing.

6.10 Nuisances. No nuisance shall be permitted on any Unit nor any use, activity or practice which interferes with the peaceful enjoyment or possession and proper use of any Unit, or any portion thereof, by its residents. As used herein, the term "nuisance" shall not include any activities of Declarant or a Builder which are reasonably necessary to the development and construction of, and sales activities on, the Units; provided, however, that such activities of the Declarant or a Builder shall not unreasonably interfere with any Unit Owner's use and enjoyment of his Unit, or with any Unit Owner's ingress and egress to or from his Unit and a public way. No noxious or offensive activity shall be carried on upon any Unit nor shall anything be done or placed on any Unit which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. Further, no unlawful use shall be permitted or made of any Unit or any portion thereof. All laws, ordinances and regulations of all governmental bodies having jurisdiction over the Units, or any portion thereof, shall be observed.

6.11 No Hazardous Activities. No activities shall be conducted on any Unit or within Improvements constructed on any Unit which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Unit and no open fires shall be lighted or permitted on any Unit except in a contained barbecue unit while attended and in use for cooking purposes or within an interior fireplace.

6.12 No Annoying Sounds or Odors. No sound shall be emitted from any Unit which is unreasonably loud or annoying; and no odor shall be permitted from any Unit which is noxious or offensive to others.

6.13 Restrictions on Trash and Materials. No refuse, garbage, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kind shall be kept, stored, or allowed to accumulate on any Unit unless placed in a suitable container suitably

located solely for the purpose of garbage pickup. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage or trash cans or receptacles shall be maintained on the exterior of a residence, except on the day scheduled for collection.

6.14 Minor Violations of Setback Restrictions. If upon the erection of any structure, it is disclosed by survey that a minor violation or infringement of setback lines has occurred, such violation or infringement shall be deemed waived by the Owners of each Unit immediately adjoining the structure which is in violation of the setback, and such waiver shall be binding upon all other Unit Owners. However, nothing contained in this Section 6.14 shall prevent the prosecution of a suit for any other violation of the restrictions, covenants, or other provisions contained in this Declaration. A "minor violation," for the purpose of this Section, is a violation of not more than eight (8) inches beyond the required setback lines or Unit lines. This provision shall apply only to the original structures and shall not be applicable to any alterations or repairs to, or replacements of, any of such structures.

6.15 Rules and Regulations. Rules and Regulations concerning and governing the Units and/or this Common Interest Community may be adopted, amended or repealed from time to time by the Executive Board, and the Executive Board may establish and enforce penalties for the infraction thereof, including, without limitation, the levying and collecting of fines for the violation of any of such Rules and Regulations.

6.16 Units to be Maintained. Each Unit shall at all times be kept in a clean and slightly condition by the Unit Owner of the Unit. No trash, litter, junk, boxes, containers, bottles, cans, implements or machinery shall be permitted to remain upon any Unit except as necessary during the period of construction or as provided in this Article.

6.17 Leases. The term "lease," as used herein, shall include any agreement for the leasing or rental of a Unit, or any portion thereof, and shall specifically include, without limitation, month-to-month rentals and subleases. Any Unit Owner shall have the right to lease his Unit, or any portion thereof, under the following conditions:

- (a) All leases shall be in writing, and a copy of the lease delivered to the Executive Board or the Association's Managing Agent, if any; and
- (b) All leases shall provide that the terms of the lease and lessee's occupancy of the leased premises shall be subject in all respects to the provisions of this Declaration, and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association; and that any failure by the lessee to comply with any of the aforesaid documents, in any respect, shall be a default under the lease; and
- (c) No lease shall be for less than thirty (30) days.

6.18 **Maintenance of Grade and Drainage.** Each Unit Owner shall maintain the grading upon his Unit, and the Association shall maintain the grading upon such real property which the Association has a duty to maintain, at the slope and pitch fixed by the final grading thereof, including landscaping and maintenance of the slopes. Each Unit Owner and the Association agree, for themselves and their successors and assigns, that they will not in any way interfere with the established drainage pattern over any real property which they have a duty to maintain, from adjoining or other real property. In the event that it is necessary or desirable to change the established drainage over any Unit or other real property which a Unit Owner or the Association has a duty to maintain, then the party responsible for the maintenance of such real property shall submit a plan to the Architectural Control Committee for its review and approval, in accordance with the provisions of Article V of this Declaration. For purposes of this Section "established drainage" is defined as the drainage which exists at the time final grading of a Unit is completed.

ARTICLE VII Insurance

7.01 **Coverage.** The Executive Board shall obtain and maintain at all times to the extent obtainable, insurance policies relating to the Common Areas and Maintenance Property. Said policies shall be written with companies licensed to do business in the State of Colorado. The Executive Board and the Declarant shall not be liable for failure to obtain any coverages required if such failure is due to the unavailability of such coverages or if such coverages are available only at unreasonable cost; in such case, however, the Association shall promptly cause notice of such fact to be hand delivered or sent by United States Mail to all Unit Owners. If requested in writing by an Owner or a first mortgagee, the Executive Board shall furnish a certificate of insurance or notices of termination of coverage or changes in coverage.

- (a) Each such policy shall provide:
 - (1) Such policy shall not be canceled, invalidated or suspended because of the conduct of any Unit Owner (including said Unit Owner's guests, tenants or agents) or of any officer, agent or employee of the Association without a prior demand in writing to the Association that the conduct or defect be cured and the Association shall not have so cured within sixty (60) days of said demand.
 - (2) The Declarant, so long as Declarant shall continue to own any Unit or portion of the Properties, shall be protected by all such policies; and
 - (3) That, notwithstanding any provision thereof which gives the carrier the right to elect to restore damage in lieu of making a cash

settlement, such option shall not be exercised without prior approval of the Association.

- (4) Each Unit Owner is an insured person under the policy with respect to liability arising out of such Unit Owner's interest in the Common Interest Community or membership in the Association.
 - (5) The insurer waives its rights to subrogation under the policy against any Unit Owner or member of his household.
 - (6) No act or omission by any Unit Owner, unless acting within the scope of such Unit Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
 - (7) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
- (b) Said policies shall not provide that:
- (1) Under the terms of the insurance companies charter, bylaws or rules, contributions or Assessments may be made against the Association, any Unit Owner, a First Mortgagee or said mortgagee's designee or assignee;
 - (2) Under the term of the insurance companies charter, bylaws or rules, any loss payments are contingent upon action by the insurance companies board of directors, shareholders, policy holders or members;
 - (3) Any limiting clauses which could prevent first mortgagees or said mortgagee's designee or assignees from collecting proceeds paid.
- (c) All policies shall contain waivers of subrogation against the Declarant, the Association, the Executive Board, Members, Unit Owners, their guests and assignees. The named insured under the policies shall be the Association for the use and benefit of the individual Unit Owners. Any loss covered by the policies carried under this Article shall be adjusted exclusively by the Executive Board and the insurance proceeds for that loss shall be payable to the Association as attorney-in-fact for each Unit Owner and such Unit Owner's First Mortgagee. Said insurance policies shall contain the standard mortgagee clause or equivalent endorsement in which the First Mortgagee, its successors and assigns, are named additional insured, if applicable.

7.02 Physical Damage Insurance. The Executive Board shall obtain and maintain a blanket "all-risk" form policy of fire and hazard insurance with extended coverage for vandalism, malicious mischief, windstorm, sprinkler leakage (if applicable), debris removal, cost of demolition and water damage endorsements, insuring all of the insurable improvements located on the Common Areas or Maintenance Property, including fixtures, machinery, equipment, fences and supplies and any other personal property belonging to the Association.

Such insurance shall provide coverage equal to the current replacement cost based on the most recent appraisal of the insurable improvements, exclusive of land, excavations and other items normally excluded. The Executive Board shall review at least annually, its insurance policies in order to insure that the coverages contained in the policies are sufficient.

Such policies shall also provides as follows:

- (a) A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision is made by the Unit Owners pursuant to the Act not to do so;
- (b) Said policies shall contain the following endorsements:
 - (1) No control; Contingent liability from operation of building codes; Cost of demolition; Increased cost of construction; Inflation guard.
 - (2) A duplicate original of the policy of hazard insurance, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder, together with proof of payment of premiums, shall be delivered by the insurer to the Association.
 - (3) Any deductible on such insurance policy shall be determined in the discretion of the Executive Board as consistent with good business practice and which shall be consistent with the requirements of the First Mortgagee. Any loss falling within the deductible portion of a policy may be paid by the Association.
 - (4) The insurer shall provide such other endorsements as are reasonably required by the Association to verify that its policy meets the requirements of the Colorado Common Interest Ownership Act.

7.03 Rebuilding of Damaged Areas. In the event of repair and/or reconstruction, the proceeds of any insurance collected shall be available to the Association for the purpose of repair and/or reconstruction. If the insurance proceeds are insufficient to properly repair and/or reconstruct the damaged areas, such excess cost shall be assessed as an Individual Assessment against all Owners in accordance with this Declaration and not as a Special Assessment and such

Assessment shall be exempt from any special voting requirements of the Owners. Such Individual Assessment shall be assessed in the same proportion as the Annual Assessment is assessed.

If any portion of the damaged areas is not repaired or replaced, the insurance proceeds shall be used to restore the damaged areas to a condition compatible with the adjacent area and the remainder of the proceeds shall be retained by the Association for the benefit of the Members.

7.04 Liability Insurance. The Executive Board shall obtain and maintain comprehensive commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Common Areas and Maintenance Properties, and against any and all claims arising in connection with the conduct of its affairs, including libel, slander, false arrest, invasion of privacy and property damage, with such limits as the Association determines appropriate with respect to Property of the Association and insuring each Officer, Director, Member and each Owner including the Declarant in its capacity as an Owner, against any liability to the public or to Owners and their invitees, agents and employees arising out of, or incident to, ownership and use of such Property or Maintenance Area. Such insurance shall be issued on a comprehensive liability basis. Additional coverages may be acquired to include protection against such other risks including, but not limited to, Host Liquor Liability, Contractual and All-Written Contract Insurance, Workmen's Compensation and Employer's Liability Insurance, Comprehensive Automobile Liability Insurance and such other coverages as the Board deems necessary. The Executive Board shall review such coverages and the policy limits thereunder once each year, but in no event shall such insurance coverage be less than five hundred thousand (\$500,000.00) covering all claims for bodily injury or death and property damage arising out of one occurrence. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits may also be obtained at the discretion of the Executive Board.

7.05 Other Insurance.

- (a) The Association shall, if any Unit Owner or employee of the Association controls or disburses funds, obtain and maintain, to the extent reasonably available, adequate fidelity insurance coverage, to protect against dishonest acts on the part of the Directors, Officers, Trustees, Employees or Volunteers of the Association and all others who handle or are responsible for handling funds. Such fidelity coverage shall name the Association as the named insured and be written in an amount sufficient to cover the maximum funds that will be in the custody of the Association at any time while the insurance is in force. In addition, the fidelity insurance coverage must contain waivers of any defense based upon the exclusion of persons who serve without compensation.

- (b) If required by a governmental or quasi-governmental agency, including the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, the Association shall obtain flood insurance in accordance with said requirements.
- (c) The Association may obtain Worker's Compensation and Employer's Liability Insurance and other similar insurance with respect to employees of the Association in the amount and in the forms now or hereafter required by law.
- (d) The Association may obtain such other insurance of a similar or dissimilar nature, as the Executive Board shall deem appropriate.
- (e) If it is reasonably determined by a First Mortgagee that the existing coverages do not adequately protect the Properties, the Executive Board shall obtain such additional coverages. In addition, in the event any additional coverage is required by the Colorado Common Interest Ownership Act, the Executive Board shall seek to obtain such coverage, if available.

7.06 Payment of Insurance Premiums. The cost of the insurance obtained by the Association in accordance with this Article shall be paid from Association funds and shall be collected from the Owners as part of the Annual Assessment as provided for in this Declaration. In the event there are not sufficient funds generated from the Annual Assessment to cover the cost of the insurance provided for above, then the deficiency shall be chargeable to each Owner by an Individual Assessment and not as a Special Assessment and such Assessment shall be exempt from any voting requirements of the membership.

7.07 Coverage on Owner's Units. An insurance policy issued to the Association does not obviate the need for an Owner to obtain insurance for that Owner's own benefit. Insurance coverage on any property owned by an Owner, an Owner's guests, invitees, employers, employees or assigns shall be the sole responsibility of the Owner. The Declarant, the Association and the Executive Board shall have no responsibility therefor.

ARTICLE VIII

Rights of the First Mortgagees

8.01 Entitlement. A First Mortgagee, upon written request to the Association, shall be entitled to receive any of the following:

- (a) Budgets, notices of Assessments, or any other notices provided for under this Declaration by the Association to an Owner in which a First Mortgagee has a security interest;

- (b) Financial statements of the Association which are distributed to its Members;
- (c) Notices of meetings of the membership and the right to be represented at any meeting by a designated representative;
- (d) Notice of any default in the performance of any obligations under this Declaration, the Articles of Incorporation and/or Bylaws of the Association by an Owner of a Unit in which a First Mortgagee has a security interest, which remains uncured for a period of thirty (30) days;
- (e) Notice of the decision of the Members to make any material amendment to this Declaration, the Bylaws, and/or the Articles of Incorporation of the Association;
- (f) Notice of any lapse, cancellation or material modification of any hazard or liability insurance policy or fidelity bond maintained by the Association;
- (g) Notice of any condemnation action or any casualty loss which affects a material portion of the Properties or any Unit in which a First Mortgagee has a security interest;
- (h) Notice of any proposed action in which this Declaration requires notice and consent of First Mortgagee.

8.02 Payment of Charges. First Mortgagees, may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage because of a lapse of a policy and may also pay taxes and other charges which are in default or which may or have become a charge against the Common Areas. If such payment is made, reimbursement from the Association shall be due and owing immediately.

8.03 Restrictions. The consent of the Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of those First Mortgagees holding mortgages on Lots which have at least sixty-seven percent (67%) of the votes of the Lots subject to first mortgages within the Properties shall be required to add or amend any material provisions of the Declaration, Bylaws, and/or Articles of Incorporation which establish, provide for, govern or regulate any of the following:

- (a) Assessments, the manner of Assessment liens or the subordination of such Assessment liens;
- (b) Reserves for the maintenance, repair and replacement of the Common Areas or Maintenance Property;

- (c) Insurance or Fidelity Bond;
- (d) Right to use of the Common Areas;
- (e) Responsibility for maintenance and repair of the Common Areas or Maintenance Property;
- (f) Leasing of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey a Unit;
- (g) Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey a Unit;
- (h) Any provisions of this Declaration, the Articles of Incorporation or Bylaws which specifically grants rights to First Mortgagees thereunder.

Nothing in this Section shall be deemed to deny or delegate control over the general administrative affairs of the Association by the Unit Owners or Executive Board or prevent the Executive Board from commencing, intervening in, or settling any solicitation or proceeding.

8.04 Special GNMA/FHLMC/HUD/VA/FHA Provisions. If required by the Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Department of Housing and Urban Development, Federal Housing Authority, the Veterans Administration or similar agency, the following requirements apply. Unless seventy-five percent (75%) of the First Mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Declarant) give their prior written approval, the Association shall not be entitled to:

- (a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer property owned directly or indirectly by the Association, except as specifically allowed in this Declaration;
- (b) fail to maintain hazard and extended coverage insurance on Common Areas or Maintenance Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value;
- (c) use hazard insurance proceeds received for losses to any part of the Common Areas or Maintenance Properties for other than repair, replacement or reconstruction of such property;
- (d) change the method of determining the Assessments which may be levied against an Owner;

- (e) by act or omission change, waive or abandon any scheme of regulation, or the enforcement thereof, pertaining to the architectural design or exterior appearance of the dwelling Units, the maintenance of the Common Areas or Maintenance Properties.

ARTICLE IX

General Provisions

9.01 Enforcement. The covenants, conditions and restrictions herein contained, and amendments made hereunder, shall run with the land and be binding upon and inure to the benefit of the Association, the Declarant and property Owners, and may be enforced as provided hereinafter. Violation of these protective covenants shall give the Association, the Declarant or the Owners, or any of them, the right to bring proceedings in law or equity against the party or parties violating or attempting to violate any terms of this Declaration, the Articles of Incorporation and Bylaws of the Association, to enjoin them from so doing, to cause any such violation to cease or to recover damages resulting from such violation. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin any violation, the party or parties against whom judgment is entered shall pay the attorney's fees of the party or parties for whom judgment is entered. Such remedies shall be cumulative and not exclusive.

Notwithstanding the foregoing, it is understood that the breach of any of this Declaration shall not defeat or render invalid the lien of any mortgage made in good faith and for value, provided, however, the covenants, conditions and restrictions shall at all times remain in full force and effect against said premises or any part thereof notwithstanding any foreclosure of any mortgage. No assent, expressed or implied, to any breach of any one or more of the covenants, conditions and restrictions shall be deemed to be a waiver of any succeeding or other breach.

9.02 Damages. An Owner shall be liable and responsible for payment of any loss or damage to any portion or property caused by the act or negligence of the Owner or such Owner's guests which occurs within the Properties or any common area. Any such loss or damages together with reasonable attorneys' fees and costs of collection may be recovered from the Owner by means of a fine, an Individual Assessment or any other legal means.

9.03 Duration. The covenants, restrictions and reservations set forth in this Declaration, unless properly amended shall run with and bind the entire described Properties, 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 five (5) years.

9.04 Amendments. Except for amendments by Declarant as allowed herein, this Declaration may be amended only by execution of a written document by the Owners of not less than seventy-five percent (75%) of the Units actually in existence at the time of such amendment. Said requirement shall be satisfied by the recording of a certificate signed by the Secretary of the Association certifying that the required percentage of Unit Owners have given

notarized consent to the amendment. In the event prior approval of an amendment is required by the Federal Home Loan Mortgage Corporation, the Federal Housing Authority, the Veterans Administration or a similar agency, said approval shall also be required.

9.05 Scope of This Declaration. The undersigned Declarant, as Owner of fee simple title to the Properties, expressly intends to subject the Properties to the provisions of this Declaration upon recording of this document. Each Owner shall own their Unit thereof, subject to the provisions of this Declaration. Any instrument recorded subsequent to this Declaration purporting to affect an interest in the Properties shall be subject to the terms of this Declaration despite failure to make reference thereto.

9.06 No Representation. Except as expressly set forth herein, Declarant makes no representations regarding use of any Lot or Unit. Declarant makes no representations as to the existence, preservation or permanence of any view from any Lot or Unit.

9.07 Books and Records. Any Owner or Mortgage Holder on a Unit shall have the right to examine the books and records of the Association at any reasonable time upon reasonable notice.

9.08 Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of the Declarant and each Owner and to the heirs, representatives, Personal Representatives, successors and assigns of each of them.

9.09 Severability. If any portion of this Declaration becomes invalidated in any manner whatsoever, it shall not affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all other provisions of this Declaration shall continue in full force and effect.

9.10 Numbers and Genders. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

9.12 Registration of Mailing Address. Each Unit Owner and each Security Interest Holder, insurer or guarantor of a Security Interest shall register his mailing address with the Association, and except for annual statements and other routine notices, all other notices or demands intended to be served upon a Unit Owner, or upon a Security Interest Holder, insurer or guarantor of a Security Interest, shall be sent by either registered or certified mail, postage prepaid, addressed in the name of such person or entity at such registered mailing address. However, if any Unit Owner fails to notify the Association of a registered address, then any notice or demand may be delivered or sent, as aforesaid, to such Unit Owner at the address of such Unit Owner's Unit. All notices, demands, or other notices intended to be served upon the Executive Board or the Association shall be sent by registered or certified mail, postage prepaid, to such address determined by the Association.

Kathy

SEWERAGE EASEMENT AND SERVICE AGREEMENT

1. **Parties:** The parties to this agreement are Oliver E. Frasca ("Owner") and the City of Grand Junction, Colorado ("City").

For valuable consideration, the receipt and adequacy of which is acknowledged, the Parties agree as follows:

2. **Effective Date:** The effective date of this Agreement will be August 15, 1995. Construction of the sewer improvements shall commence within six months and shall be completed within one year of the effective date. Completion of the improvements within the time provided is a material term of this agreement. Failure to complete construction may result in the enforcement or termination of this agreement.

3. **Recitals:** The Owner owns and is in the process of platting a proposed subdivision known as Willow Ridge. The exact legal description of which is evidenced by deed recorded in Book ____, Page ____ in the land records of the Mesa County Clerk and Recorder.

Certain property owners adjacent to Willow Ridge have formed a special improvement district as part of their annexation to the City, herein known as the "District".

The formation of the District will provide for the installation of sewer service to the adjacent properties. To install the sewer service an easement is required to cross Willow Ridge.

This agreement will serve to locate the necessary easement and allocate expenses for the sewer service that will eventually serve properties within the District and Willow Ridge.

In consideration of the above recitals and the promises and agreements stated the City and the Owner have entered into this agreement.

This agreement is expressly premised on the District being assessed and otherwise obligated to pay for the construction of sewerage lines and improvements at such time as the City extends a sewer line to serve the District and otherwise provide sewer service.

The mutual promises, covenants, and obligations contained in this agreement are authorized by the City, acting for and on behalf of the District, and the Owner and is in pursuance of the City's ordinances, policies and regulations.

4. **Owner Obligation:** The Owner acknowledges and agrees that, by granting an easement, (hereinafter "Easement") the exact description of which is contained in the preliminary plan for Willow Ridge subdivision approved by the Grand Junction Planning

Commission on _____, 1995, a copy of which is attached as Exhibit A and is incorporated by this reference, for the construction of sewer facilities and improvements that Willow Ridge will receive the benefit of the proximity to and availability of sewer service.

In addition to the granting of the Easement for the installation of sewer facilities and improvements the Owner further grants to the City, the District and the contractors, agents, officers and employees thereof the temporary right of ingress, egress and all associated rights of inspection, examination, excavation and exploration for the design and construction of the sewer facilities along over, within and across Willow Ridge. The temporary right of access and construction easement shall expire upon the completion, certification and acceptance of the constructed improvements.

The Owner hereby agrees to indemnify and hold the City and the District harmless from and against any and all claims, demands liabilities, fines, penalties, losses and expenses, including without limitation, lost profits, suspension or cancellation of the construction of sewer improvements, environmental restoration and remediation and/or attorneys fees arising or resulting from or suffered, sustained or incurred by the City or the District as a direct or indirect result of the discovery and/or management, incidental or otherwise, of hazardous or other regulated substances in, on or around the Easement. The term hazardous substance shall have the meaning set forth in 42 U.S.C. 9601 et. seq. and shall also include the definition of hazardous waste as defined in 42 U.S.C. 6903 et. seq. or as in any State statute, local ordinance or as in any rule or regulation promulgated, administered or enforced by any governmental agency or authority pursuant thereto.

The Owner or subsequent owners of lots in Willow Ridge shall be legally obligated to pay any and all sewer rents, charges and fees including but not necessarily limited to monthly recurring charges, plant investment fees, the cost of service lines and line extension fees. Monthly charges shall be perpetual. Monthly charges are calculated as the base sewer rate per E.Q.U., as established by the City Council, or other governing body having jurisdiction. The payment terms of this agreement are not mere recitals but are contractual in nature. If payment does not occur as required, the City has the right to discontinue service together with enforcing any and all other legal and equitable remedies that it may possess.

5. **City Obligation:** The City shall install or cause to be installed by its contractor a ___ inch sewer line that runs through and within Willow Ridge. The sewer line will generally commence at the South edge of Willow Ridge where it adjoins Colorado Highway 340 and proceed North-Westerly, all as more particularly shown and described on the engineering plans, drawings and specifications a copy of which are attached hereto as Exhibits _____, _____ and _____ incorporated by this reference as if fully set forth.

Sewer improvements shall be installed in accordance with the formation of the District and without cost, contribution or

assessment from the Owner. Willow Ridge is not nor shall it be considered as a part of the District.

The City will provide sewer service to Willow Ridge on a basis equivalent to that provided to other customers of the sewer system. The City, by this agreement, does not warrant, either expressly or impliedly, the proper functioning of the sewer, sewer system or that sewer service will be trouble free.

6. **Amendment:** The parties to this agreement may amend or modify it only by written instrument executed on behalf of the City by the City Manager or his designee and by the Owner or his designee. Such amendment or modification shall be properly acknowledged and notarized before it may be effective.

7. **Limitation of Actions:** No person or entity not a party to this agreement shall have any right of action under this agreement.

8. **Venue:** Personal jurisdiction and venue for any civil action commenced by either party to this agreement whether arising out of or relating to the agreement, improvements, or any action arising thereunder will be deemed to be proper only if such action is commenced in Mesa County.

9. **Attorney Fees:** Notwithstanding anything herein to the contrary, in the event of a breach of this agreement the non-breaching party shall be entitled to an award of the actual attorney fees incurred by the non-breaching party to enforce the terms of this agreement.

By: _____
Oliver Frascona

Attest:

By: _____

City of Grand Junction

By: _____
Mark K. Achen
City Manager

Attest:

Stephanie Nye
City Clerk

DEVELOPMENT IMPROVEMENTS AGREEMENT

1. **Parties:** The parties to this Development Improvements Agreement ("the Agreement") are OLIVER E. FRASCONA ("the Developer") and THE CITY OF GRAND JUNCTION, Colorado ("the City").

THEREFORE, for valuable consideration, the receipt and adequacy of which is acknowledged, the Parties agree as follows:

2. **Effective Date:** The Effective Date of the Agreement will be the date that this agreement is recorded which is not sooner than recordation of the FINAL PLAT

RECITALS

The Developer seeks permission to develop property within the City to be known as WILLOW RIDGE SUBDIVISION which property is more particularly described on Exhibit "A" attached and incorporated by this reference (the "Property"). The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the development and limiting the harmful effects of substandard developments. The purpose of this Agreement is to protect the City from the cost of completing necessary improvements itself and is not executed for the benefit of materialmen, laborers, or others providing work, services or material to the development or for the benefit of the purchasers or users of the development. The mutual promises, covenants, and obligations contained in this Agreement are authorized by state law, the Colorado Constitution and the City's land development ordinances.

DEVELOPER'S OBLIGATION

3. **Improvements:** The Developer will design, construct and install, at its own expense, those on-site and off-site improvements listed on Exhibit "B" attached and incorporated by this reference. The Developer agrees to pay the City for inspection services performed by the City, in addition to amounts shown on Exhibit B. The Developer's obligation to complete the improvements is and will be independent of any obligations of the City contained herein.

4. **Security:** To secure the performance of its obligations under this Agreement (except its obligations for warranty under paragraph 6), the Developer will enter into an agreement which complies with either option identified in paragraph 28, or other written agreement between the City and the Developer.

5. **Standards:** The Developer shall construct the Improvements according to the standards and specifications required by the City Engineer or as adopted by the City.

6. **Warranty:** The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of twelve (12) months from the date that the City Engineer accepts or approves the improvements completed by the Developer.

7. **Commencement and Completion Periods:** The improvements, each and every one of them, will be completed within ONE YEAR from the Effective Date of this Agreement (the "Completion Period").

8. **Compliance with Law:** The developer shall comply with all relevant federal, state and local laws, ordinances, and regulations in effect at the time of final approval when fulfilling its obligations under this Agreement.

9. **Notice of Defect:** The Developer's Engineer shall provide timely notice to the Developer, contractor, issuer of security and the City Engineer whenever inspection reveals, or the Developer's Engineer otherwise has knowledge, that an improvement does not conform to City standards and any specifications approved in the development application or is otherwise defective. The developer will have thirty (30) days from the issuance of such notice to correct the defect.

10. **Acceptance of Improvements:** The City's final acceptance and/or approval of improvements will not be given or obtained until the Developer presents a document or documents, for the benefit of the City, showing that the Developer owns the improvements in fee simple and that there are no liens, encumbrances, or other restrictions on the improvements. Approval and/or acceptance of any improvements does not constitute a waiver by the City of any rights it may have on account of any defect in or failure of the improvement that is detected or which occurs after approval and/or acceptance.

11. **Use of Proceeds:** The City will use funds deposited with it or drawn pursuant to any written disbursement agreement entered into between the parties only for the purpose of completing the Improvements or correcting defects in or failure of the Improvements.

12. **Events of Default:** The following conditions, occurrences or actions will constitute a default by the Developer during the Completion Period:

- a. Developer's failure to complete each portion of the Improvements in conformance with the agreed upon time schedule; the City may not declare a default until a fourteen (14) calendar day notice has been given to the Developer;
- b. Developer's failure to demonstrate reasonable intent to correct defective construction of any improvement within the applicable correction period; the City may not declare a default until a fourteen (14) calendar day notice has been given to the Developer;

- c. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer; in such event the City may immediately declare a default without prior notification to the Developer;
- d. Notification to the City, by any lender with a lien on the property, of a default on an obligation; the City may immediately declare a default without prior notification to the Developer;
- e. Initiation of any foreclosure action of any lien or initiation of mechanics lien(s) procedure(s) against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure; the City may immediately declare a default without prior notification to the Developer.

13. **Measure of Damages:** The measure of damages for breach of this Agreement by the Developer will be the reasonable cost of satisfactorily completing the Improvements plus reasonable City administrative expenses. For improvements upon which construction has not begun, the estimated costs of the Improvements as shown on Exhibit "B" will be prima facie evidence of the minimum cost of completion; however, neither that amount or the amount of a letter of credit, the subdivision improvements disbursement agreement or cash escrow establish the maximum amount of the Developer's liability.

14. **City's Rights Upon Default:** When any event of default occurs, the City may draw on the letter of credit, escrowed collateral, or proceed to collect any other security to the extent of the face amount of the credit or full amount of escrowed collateral, cash, or security less ninety percent (90%) of the estimated cost (as shown on Exhibit "B") of all improvements previously accepted by the City or may exercise its rights to disbursement of loan proceeds or other funds under the improvements disbursement agreement. The City will have the right to complete improvements itself or it may contract with a third party for completion, and the Developer grants to the City, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, reconstructing, maintaining, and repairing such improvements. Alternatively, the City may assign the proceeds of the letter of credit, the improvements disbursement agreement, the escrowed collateral, cash, or other funds or assets to a subsequent developer (or a lender) who has acquired the development by purchase, foreclosure or otherwise who will then have the same rights of completion as the City if and only if the subsequent developer (or lender) agrees in writing to complete the unfinished improvements and provides reasonable security for the obligation. In addition, the City may also enjoin the sale, transfer, or conveyance of lots within the development, until the improvements are completed or accepted. These remedies are cumulative in nature and are in addition to any other remedies the City has at law or in equity.

15. **Indemnification:** The Developer expressly agrees to indemnify and hold the City, its officers, employees and assigns harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity

in connection with, or on account of the performance of work at the development or the Property pursuant to this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work pursuant to this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work pursuant to this Agreement except where such suit is brought by the Developer against the City. The Developer is not an agent or employee of the City.

16. **No Waiver:** No waiver of any provision of this Agreement by the City will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both City and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.

17. **Amendment or Modification:** The parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of the City by the City Manager or his designee and by the Developer or his authorized officer. Such amendment or modification shall be properly notarized before it may be deemed effective.

18. **Attorney's Fees:** Should either party be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If the court awards relief to both parties, the attorney's fees may be equitably divided between the parties by the decision maker.

19. **Vested Rights:** The City does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the City, if any, before the Developer is entitled to commence development or to transfer ownership of property in the development.

20. **Third Party Rights:** No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

21. **Time:** For the purpose of computing the Abandonment and Completion Periods, and time periods for City action, such times in which war, civil disasters, or acts of God occur or exist will not be included if such times prevent the Developer or City from performing its obligations under the Agreement.

22. **Severability:** If any part, term, or provision of this Agreement is held by a court or courts of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

23. **Benefits:** The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also will be binding on the heirs, successors, and assigns of the Developer, and shall be a covenant(s) running with the Property. There is no prohibition on the right of the City to assign its rights under this Agreement. The City will expressly release the original Developer's guarantee or obligations under the improvements disbursement agreement if it accepts new security from any developer or lender who obtains the Property. However, no other act of the City will constitute a release of the original Developer from his liability under this Agreement.

24. **Notice:** Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

If to Developer:

KENNETH L. SCHMOHE
c/o DESIGN AFFILIATES, LLC
2690 REGIS DRIVE
BOULDER, CO 80303

If to City:

City of Grand Junction
Community Development Director
250 N. 5th Street
Grand Junction, Colorado 81501

25. **Recordation:** Developer will pay for all costs to record a copy of this Agreement in the Clerk and Recorder's Office of Mesa County, Colorado.

26. **Immunity:** Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under any applicable law.

27. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement, letter of credit, improvements disbursements agreement, or cash escrow agreement or any action to collect security will be deemed to be proper only if such action is commenced in Mesa County, Colorado. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

28. The improvements guarantee required by the City Code to ensure that the improvements described in the improvements agreement are constructed to City standards may be in one of the following forms:

- _____ (I) disbursement agreement between a bank doing business in Mesa County and the City, or
- _____ (II) a good and sufficient letter of credit acceptable to the City, or
- _____ (III) depositing with the City cash equivalent to the estimated cost of construction of the improvements.
- _____ (IV) other; see attached.

The Finance Department of the City may act as disbursing agent for disbursements to Developer's contractor(s) as required improvements are completed and accepted if agreed to in writing pursuant to a disbursement agreement.

The Finance Department of the City will disburse any deposit or any portion thereof, with no more than three checks, at no charge. If disbursements are made in excess of three checks, the developer will be charged \$100 per transaction for every transaction in excess of three.

Exhibit C, attached hereto and incorporated herein by this reference as if fully set forth, is the City approved and accepted guarantee for this project.

- 29. a. Conditions of Acceptance: The City shall have no responsibility or liability with respect to any street, or other improvement(s), notwithstanding the use of the same by the public, unless the street or other improvements shall have been accepted by the City.

Prior to requesting final acceptance of streets, storm drainage facilities, or other required improvements, the Developer shall furnish to the City Engineer as-built drawings in reproducible form, blueline stamped and sealed by a professional engineer and in computer disk form and copies of results of all construction control tests required by City specifications.

- b. Phased Development: If the City allows a street to be constructed in stages, the Developer of the first one-half street opened for traffic shall construct the adjacent curb, gutter and sidewalk in the standard location and shall construct the required width of pavement from the edge of gutter on his side of the street to enable an initial two-way traffic operation without on-street parking. That Developer is also responsible for end-transitions, intersection paving, drainage facilities, and adjustments to existing utilities necessary to open the street to traffic.

Attest:

Stephanie Nye
City Clerk

Date

Director of Community Development

Date

City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

Developer

Date

(If Corporation, to be signed by President
and attested to by Secretary together with
the Corporate seals)

TYPE LEGAL DESCRIPTION BELOW, USING ADDITIONAL SHEETS AS NECESSARY.
USE SINGLE SPACING WITH A ONE INCH MARGIN ON EACH SIDE.

EXHIBIT A

Beginning at a point on the East Section line of Section 16,
Township 1 South, Range 1 West of the U.M. that is North 02°
16'30" West 900 feet from the Southeast corner of said Section
16, thence South 69°13'00" West 184.3 feet, thence South 65°
37'30" West 487.2 feet, thence North 0°28'00" East 663.07 feet to
the South line of the right of way of the Redlands Irrigation and
Power Company's Power Canal, thence South 57°00'00" East 728.15
feet to the Point of Beginning, Mesa County, Colorado.

IMPROVEMENTS LIST/DETAIL

DATE: 6-29-95
 NAME OF DEVELOPMENT: WILLOW RIDGE SUBDIVISION
 LOCATION: COLORADO STATE HWY 370 (BROADWAY + E. MAYFIELD DR.)
 PRINTED NAME OF PERSON PREPARING: MARK YOUNG (ROLLAND ENGINEERING)

	UNITS	TOTAL QTY.	UNIT PRICE	TOTAL AMOUNT
I. SANITARY SEWER				
1. Clearing and grubbing	L.S.	1	500 ⁰⁰	500 ⁰⁰
2. Cut and remove asphalt	S.Y.	20	5 ⁰⁰	100 ⁰⁰
3. PVC sanitary sewer main (incl. trenching, bedding & backfill)	L.F.	935	37 ⁰⁰	34595 ⁰⁰
4. Sewer Services (incl. trenching, bedding, & backfill)	L.F.	620	25 ⁰⁰	15500 ⁰⁰
5. Sanitary sewer manhole(s)	EA	6	1700 ⁰⁰	10200 ⁰⁰
6. Connection to existing manhole(s)	EA	1	500 ⁰⁰	500 ⁰⁰
7. Aggregate Base Course	S.Y.	20	5 ⁰⁰	100 ⁰⁰
8. Pavement replacement	S.Y.	20	10 ⁰⁰	200 ⁰⁰
9. Driveway restoration	N/A			
10. Utility adjustments	N/A			
II. DOMESTIC WATER				
1. Clearing and grubbing	L.S.	1	500 ⁰⁰	500 ⁰⁰
2. Cut and remove asphalt	S.Y.	170	5 ⁰⁰	850 ⁰⁰
3. Water Main (incl. excavation, bedding, backfill, valves and appurtenances)	L.F.	1510	20 ⁰⁰	30200 ⁰⁰
4. Water services (incl. excavation, bedding, backfill, valves, and appurtenances)	EA	14	350 ⁰⁰	4900 ⁰⁰
5. Connect to existing water line	EA	1	500 ⁰⁰	500 ⁰⁰
6. Aggregate Base Course	S.Y.	170	5 ⁰⁰	850 ⁰⁰
7. Pavement Replacement	S.Y.	170	10 ⁰⁰	1700 ⁰⁰
8. Utility adjustments	L.S.	1	1000 ⁰⁰	1000 ⁰⁰
III. STREETS				
1. Clearing and grubbing	L.S.	1	1000 ⁰⁰	1000 ⁰⁰
2. Earthwork, including excavation and embankment construction	C.Y.	4790	150	7185 ⁰⁰
3. Utility relocations	N/A			
4. Aggregate sub-base course (square yard) (12" A.B.C. CLASS 1)	S.Y.	970	670	6499 ⁰⁰
5. Aggregate base course (square yard) (6" A.B.C. CLASS 6)	S.Y.	970	5 ⁰⁰	4850 ⁰⁰
6. Sub-grade stabilization PREPARATION	S.Y.	3540	0 ⁸⁰	2832 ⁰⁰
7. Asphalt or concrete pavement (square yard) (3" THICK)	S.Y.	2240	5 ⁰⁰	11200 ⁰⁰
8. Curb, gutter & sidewalk (6.5' WIDE) (linear feet)	L.F.	870	15 ⁰⁰	13050 ⁰⁰
9. Driveway sections ASPHALT PAVEMENT (square yard) (4" THICK)	S.Y.	1160	670	7772 ⁰⁰
10. Crosspans & fillets ASPHALT PAVEMENT	S.Y.	3470	250	8675 ⁰⁰
11. Retaining walls/structures (1 1/2" THICK)	N/A			
12. Storm drainage system	L.S.	1	10000 ⁰⁰	10000 ⁰⁰

13. Signs and other traffic control devices	L.S.	1	200 ⁰⁰	200 ⁰⁰
14. Construction staking	L.S.	1	4500 ⁰⁰	4500 ⁰⁰
15. Dust control	INCLUDED	IN OTHER	ITEMS.	
16. Street lights (each)	EA	2	250 ⁰⁰	500 ⁰⁰
IV. LANDSCAPING				
1. Design/Architecture	N/A			
2. Earthwork (includes top soil, fine grading, & berming)	INCLUDED	IN STREETS		
3. Hardscape features (includes walls, fencing, and paving)	L.S.	1	5000 ⁰⁰	5000 ⁰⁰
4. Plant material and planting	L.S.	1	500 ⁰⁰	500 ⁰⁰
5. Irrigation system	N/A			
6. Other features (incl. statues, water displays, park equipment, and outdoor furniture)	N/A			
7. Curbing	L.F.	70	10 ⁰⁰	700 ⁰⁰
8. Retaing walls and structures	N/A			
9. One year maintenance agreement	N/A			
V. MISCELLANEOUS				
1. Design/Engineering	N/A			
2. Surveying	L.S.	1	1000 ⁰⁰	1000 ⁰⁰
3. Developer's inspection costs	L.S.	1	1400 ⁰⁰	1400 ⁰⁰
4. Quality control testing	INCLUDED	IN OTHER	ITEMS.	
5. Construction traffic control	INCLUDED	IN OTHER	ITEMS.	
6. Rights-of-way/Easements	N/A			
7. City inspection fees	L.S.	1	500 ⁰⁰	500 ⁰⁰
8. Permit fees				
9. Recording costs				
10. Bonds				
11. Newsletters				
12. General Construction Supervision	L.S.	1	2800 ⁰⁰	2800 ⁰⁰
13. Other FIRE HYDRANTS	EA.	2	2000 ⁰⁰	4000 ⁰⁰
14. Other SEWER MAINTENANCE ROAD	L.S.	1	3000 ⁰⁰	3000 ⁰⁰
15. HIGHWAY BORING & CASING FOR WATERLINE	L.F.	130	180 ⁰⁰	23400 ⁰⁰

TOTAL ESTIMATED COST OF IMPROVEMENTS: \$ 222,758⁰⁰

[Handwritten Signature]
SIGNATURE OF DEVELOPER
(If corporation, to be signed by President and attested to by Secretary together with the corporate seals.)

8/1/95
DATE

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

CITY ENGINEER

DATE

COMMUNITY DEVELOPMENT

DATE

MEMORANDUM OF IMPROVEMENTS AGREEMENT & GUARANTEE
Grand Junction Community Development Department
File # FPP-95-133

This memorandum relates to an improvements agreement and guarantee dated June 07, 1996 ~~1993~~,
by and between Willow Ridge, LLC (Developer) and the City of Grand Junction
(City) pertaining to WILLOW RIDGE SUBDIVISION (Project) in the City of Grand Junction..

Legal Description:

See Attached Exhibit

1760519 0234PM 06/13/96
MONIKA TODD CLK&REC MESA COUNTY CO

Whereas, Developer is required to install and construct certain public and private improvements as a
condition of approval of the Project, which completion is guaranteed by an improvements agreement and
guarantee in the sum of \$ 18,500⁰⁰, and

Whereas, the City of Grand Junction and other agencies possessing regulatory authority over the Project
and/or the improvements to be constructed, must inspect the improvements and accept the same before the
improvements agreement and guarantee are released or if not constructed the City may use the proceeds or
collateral of the guarantee to install the improvements, and

Whereas, the existence of the improvements agreement and guarantee may affect certain rights,
responsibilities and actions of the Developer, the City or any other person or entity,

NOW THEREFORE, this memorandum is recorded to be notice to the world of the existence of said
improvements agreement and guarantee. This memorandum is not a complete summary of the improvements
agreement and guarantee. Provisions of this memorandum shall not be used to interpret the terms or
provisions of the improvements agreement and/or guarantee. In the event of conflict between this
memorandum and the unrecorded improvements agreement and/or guarantee, the unrecorded improvements
agreement and guarantee shall control. The improvements agreement and guarantee may be inspected at the
City of Grand Junction Community Development Department, 250 N. 5th Street, Grand Junction, CO.

CITY OF GRAND JUNCTION:

Daniel L. Montoya

ACTING Director of Community Development

6/10/96
date

DEVELOPER:

Willow Ridge LLC by Chris J. ... member

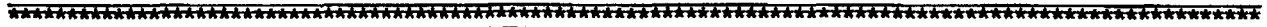
date 6/6/96

After recording mail to:

Kathy Fortner
c/o Community Development Department
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

EXHIBIT "A"

TYPE LEGAL DESCRIPTION BELOW, USING ADDITIONAL SHEETS AS NECESSARY. USE SINGLE SPACING WITH A ONE (1) INCH MARGIN ON EACH SIDE.



Beginning at a point on the East Section line of Section 16, Township 1 South, Range 1 West of the U.M. that is North 02° 16'30" West 900 feet from the Southeast corner of said Section 16, thence South 69°13'00" West 184.3 feet, thence South 65° 37'30" West 487.2 feet, thence North 0°28'00" East 663.07 feet to the South line of the right of way of the Redlands Irrigation and Power Company's Power Canal, thence South 57°00'00" East 728.15 feet to the Point of Beginning, Mesa County, Colorado.

OLIVER E. FRASCONA
4750 TABLE MESA DRIVE
BOULDER, CO 80303

1809

6/10/96

82-436/1070
0900101952

PAY TO THE ORDER OF City of Grand Junction \$ 18,500

Eighteen thousand five hundred DOLLARS

Walnut Street Office
1375 Walnut
Boulder, CO 80302
Customer Service (303) 758-6000
AccessLine (303) 843-9300

MEMO round

Oliver E. Frasca

1070043650900101952 1809

Gave check & copy of DIA to Robbie
6/13/96. KKA

Recorded Memorandum & Exhibit A
6/13/96
KKA

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CITY OF GRAND JUNCTION:

Daniel L. Montoya 6/10/96
ACTING Director of Community Development date

DEVELOPER:

Willow Ridge LLC by Chris E. ... manager
date 6/6/96

After recording mail to:

Kathy Portner
c/o Community Development Department
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Kath. Portner
Judy K...

DEVELOPMENT IMPROVEMENTS AGREEMENT

1. **Parties:** The parties to this Development Improvements Agreement ("the Agreement") are WILLOW RIDGE, LLC ("the Developer") and THE CITY OF GRAND JUNCTION, Colorado ("the City").

THEREFORE, for valuable consideration, the receipt and adequacy of which is acknowledged, the Parties agree as follows:

2. **Effective Date:** The Effective Date of the Agreement will be the date that this agreement is recorded which is not sooner than recordation of the Final Plat

RECITALS

The Developer seeks permission to develop property within the City to be known as Willow Ridge Subdivision Entry Feature, which property is more particularly described on Exhibit "A" attached and incorporated by this reference (the "Property"). The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the development and limiting the harmful effects of substandard developments. The purpose of this Agreement is to protect the City from the cost of completing necessary improvements itself and is not executed for the benefit of materialmen, laborers, or others providing work, services or material to the development or for the benefit of the purchasers or users of the development. The mutual promises, covenants, and obligations contained in this Agreement are authorized by state law, the Colorado Constitution and the City's land development ordinances.

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- c. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer; in such event the City may immediately declare a default without prior notification to the Developer;
- d. Notification to the City, by any lender with a lien on the property, of a default on an obligation; the City may immediately declare a default without prior notification to the Developer;
- e. Initiation of any foreclosure action of any lien or initiation of mechanics lien(s) procedure(s) against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure; the City may immediately declare a default without prior notification to the Developer.

13. **Measure of Damages:** The measure of damages for breach of this Agreement by the Developer will be the reasonable cost of satisfactorily completing the Improvements plus reasonable City administrative expenses. For improvements upon which construction has not begun, the estimated costs of the Improvements as shown on Exhibit "B" will be prima facie evidence of the minimum cost of completion; however, neither that amount nor the amount of a letter of credit, the subdivision improvements disbursement agreement or cash escrow establish the maximum amount of the Developer's liability.

14. **City's Rights Upon Default:** When any event of default occurs, the City may draw on the letter of credit, escrowed collateral, or proceed to collect any other security to the extent of the face amount of the credit or full amount of escrowed collateral, cash, or security less ninety percent (90%) of the estimated cost (as shown on Exhibit "B") of all improvements previously accepted by the City or may exercise its rights to disbursement of loan proceeds or other funds under the improvements disbursement agreement. The City will have the right to complete improvements itself or it may contract with a third party for completion, and the Developer grants to the City, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes

of constructing, reconstructing, maintaining, and repairing such improvements. Alternatively, the City may assign the proceeds of the letter of credit, the improvements disbursement agreement, the escrowed collateral, cash, or other funds or assets to a subsequent developer (or a lender) who has acquired the development by purchase, foreclosure or otherwise who will then have the same rights of completion as the City if and only if the subsequent developer (or lender) agrees in writing to complete the unfinished improvements and provides reasonable security for the obligation. In addition, the City may also enjoin the sale, transfer, or conveyance of lots within the development, until the improvements are completed or accepted. These remedies are cumulative in nature and are in addition to any other remedies the City has at law or in equity.

15. **Indemnification:** The Developer expressly agrees to indemnify and hold the City, its officers, employees and assigns harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained, or alleged to be received or sustained, by any person or entity in connection with, or on account of, any act or failure to act concerning the performance of work at the development or the Property pursuant to this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named in an action concerning the performance of work or the failure to perform work pursuant to this Agreement. The Developer is not an agent or employee of the City.

16. **No Waiver:** No waiver of any provision of this Agreement by the City will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both City and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.

17. **Amendment or Modification:** The parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of the City by the City Manager or his designee and by the Developer or his authorized officer. Such amendment or modification shall be properly notarized before it shall be deemed effective.

18. **Attorney's Fees:** Should either party be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party; any City obligation under this section shall be subject to the overriding provisions of section 15, above. If the court awards relief to both parties, the attorney's fees may be equitably divided between the parties by the decision maker, subject to the overriding provisions of section 15, above.

19. **Vested Rights:** The City does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the City, if any, before the Developer is entitled to commence development or to transfer ownership of property in the development.

20. **Third Party Rights:** No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

21. **Time:** For the purpose of computing the Abandonment and Completion Periods, and time periods for City action, such times in which war, civil disasters, or acts of God occur or exist will not be included if such times prevent the Developer or City from performing its obligations under the Agreement.

22. **Severability:** If any part, term, or provision of this Agreement is held by a court or courts of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

EXHIBIT "A"

TYPE LEGAL DESCRIPTION BELOW, USING ADDITIONAL SHEETS AS NECESSARY. USE SINGLE SPACING WITH A ONE (1) INCH MARGIN ON EACH SIDE.

Beginning at a point on the East Section line of Section 16, Township 1 South, Range 1 West of the U.M. that is North 02° 16'30" West 900 feet from the Southeast corner of said Section 16, thence South 69°13'00" West 184.3 feet, thence South 65° 37'30" West 487.2 feet, thence North 0°28'00" East 663.07 feet to the South line of the right of way of the Redlands Irrigation and Power Company's Power Canal, thence South 57°00'00" East 728.15 feet to the Point of Beginning, Mesa County, Colorado.

23. **Benefits/burdens:** The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also shall be binding on the heirs, successors, and assigns of the Developer, and shall be a covenant(s) running with the Property. There is no prohibition on the right of the City to assign its rights under this Agreement. The City will expressly release the original Developer's guarantee or obligations under the improvements disbursement agreement if it accepts new security from any developer or lender who obtains the Property. However, no other act of the City will constitute a release of the original Developer from his liability under this Agreement.

24. **Notice:** Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

If to Developer: Willow Ridge, LLC
4750 Table Mesa Drive
Boulder, CO 80303

If to City: City of Grand Junction
Community Development Director
250 N. 5th Street
Grand Junction, Colorado 81501

25. **Recordation:** Developer shall pay for all costs to record a copy of this Agreement in the Clerk and Recorder's Office of Mesa County, Colorado.

26. **Immunity:** Nothing contained in this Agreement constitutes a waiver of the City's immunity under any applicable law.

27. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement, letter of credit, improvements disbursements agreement, or cash escrow agreement or any action to collect security will be deemed to be proper only if such action is commenced in Mesa County, Colorado. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

28. **Improvements guarantee.** The improvements guarantee required by the City to ensure that the improvements described in the improvements agreement are constructed to City standards may be in one of the following forms: (If I or II, then attach as Exhibit C.)

- (I) disbursement agreement between a bank doing business in Mesa County and the City, or
- (II) a good and sufficient letter of credit acceptable to the City, or
- (III) depositing with the City cash equivalent to the estimated cost of construction of the improvements under the following terms:

(a) The Finance Department of the City may act as disbursing agent for disbursements to Developer's contractor(s) as required improvements are completed and accepted if agreed to in writing pursuant to a disbursement agreement; and

(b) The Finance Department of the City will disburse any deposit or any portion thereof, with no more than three checks, at no charge. If disbursements are made in excess of three checks, the developer will be charged \$100 per transaction for every transaction in excess of three.

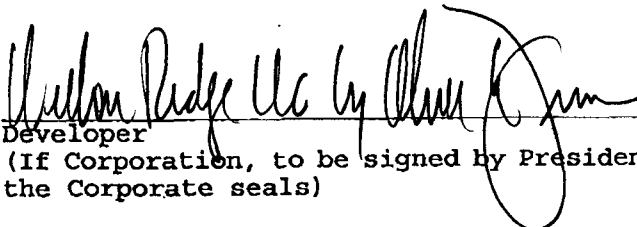
29. **Conditions of Acceptance.**

- a. The City shall have no responsibility or liability with respect to any street, or other improvement(s), notwithstanding the use of the same by the public, unless the street or other improvements shall have been accepted by the City. "Acceptance by the City" means a separate writing wherein the City specifies which improvements have been accepted and the date from which warranty(ies) shall run.
- b. Prior to requesting final acceptance of any street, storm drainage facility, or other required improvement(s), the Developer shall: (i) furnish to the City Engineer as-built drawings in reproducible form, blue-line stamped and sealed by a professional engineer and in computer disk form and copies of results of all construction control tests required by City specifications; (ii) provide written evidence to the City Engineer under signature of a qualified expert that the earth, soils, lands and surfaces upon, in and under which the improvements have been constructed, or which are necessary for the improvements, are free from toxic, hazardous or other regulated substances or materials; (iii) provide written evidence to the City Engineer that the title to lands underlying the improvements are merchantable and free and clear from all liens and encumbrances, except those liens and encumbrances which may be approved in writing by the City Engineer.

30. **Phased Development.** If the City allows a street to be constructed in stages, the Developer of the first one-half street opened for traffic shall construct the adjacent curb, gutter and sidewalk in the standard location and shall construct the required width of pavement from the edge of gutter on his side of the street to enable an initial two-way traffic operation without on-street parking. That Developer is also responsible for end-transitions, intersection paving, drainage facilities, and adjustments to existing utilities necessary to open the street to traffic.


ACTING Director of Community Development Date 6/10/96

City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501


Developer Date 6/7/96
(If Corporation, to be signed by President and attested to by Secretary together with the Corporate seals)

s:\mpogrc2:6/22/95

EXHIBIT "B"

IMPROVEMENTS LIST/DETAIL
(Page 1 of 3)

DATE: 07 June 96

NAME OF DEVELOPMENT: WILLOW RIDGE SUBDIVISION (Entry Feature)

LOCATION: Colorado State Highway 340 (Broadway and Willow Ridge Court)

PRINTED NAME OF PERSON PREPARING: Oliver E. Frasca & Kenneth L. Schmohe
Willow Ridge, LLC

	UNITS	TOTAL QTY.	UNIT PRICE	TOTAL AMOUNT
I. SANITARY SEWER				
1. Clearing and grubbing				
2. Cut and remove asphalt				
3. PVC sanitary sewer main (incl. trenching, bedding & backfill)				
4. Sewer Services (incl. trenching, bedding, & backfill)				
5. Sanitary sewer manhole(s)				
6. Connection to existing manhole(s)				
7. Aggregate Base Course				
8. Pavement replacement				
9. Driveway restoration				
10. Utility adjustments				
II. DOMESTIC WATER				
1. Clearing and grubbing				
2. Cut and remove asphalt				
3. Water Main (incl. excavation, bedding, backfill, valves and appurtenances)				
4. Water services (incl. excavation, bedding, backfill, valves, and appurtenances)				
5. Connect to existing water line				
6. Aggregate Base Course				
7. Pavement Replacement				
8. Utility adjustments				
III. STREETS				
1. Clearing and grubbing				
2. Earthwork, including excavation and embankment construction				
3. Utility relocations				

	UNITS	TOTAL QTY.	UNIT PRICE	TOTAL AMOUNT
X				
4. Aggregate sub-base course (square yard)				
5. Aggregate base course (square yard)				
6. Sub-grade stabilization				
7. Asphalt or concrete pavement (square yard)				
8. Curb, gutter & sidewalk (linear feet)				
9. Driveway sections (square yard)				
10. Crosspans & fillets				
11. Retaining walls/structures				
12. Storm drainage system				
13. Signs and other traffic control devices				
14. Construction staking				
15. Dust control				
16. Street lights (each)				
IV. LANDSCAPING				
1. Design/Architecture				NA
2. Earthwork (includes top soil, fine grading, & berming)				INCLUDED IN WORK PREVIOUSLY DONE
3. Hardscape features (includes walls, fencing, and paving)				INCLUDED IN ITEM NO. 6 BELOW
4. Plant material and planting				
5. Irrigation system				
6. Other features (incl. statues, water displays, park equipment, and outdoor furniture)	VS		\$18,500.00	\$18,500.00
ENTRY WALL & GATE HOUSE				
7. Curbing				INCLUDED IN WORK PREVIOUSLY DONE
8. Retaining walls and structures				
9. One year maintenance agreement				NA
V. MISCELLANEOUS				
1. Design/Engineering				NA
2. Surveying				
3. Developer's inspection costs				
4. Quality control testing				
5. Construction traffic control				
6. Rights-of-way/Easements				
X				

	TOTAL QTY.	UNIT PRICE	TOTAL AMOUNT
7. City inspection fees			
8. Permit fees			
9. Recording costs			
10. Bonds			
11. Newsletters			
12. General Construction Supervision			
13. Other			
14. Other			

TOTAL ESTIMATED COST OF IMPROVEMENTS: \$ 18,500.00

[Signature] 6/7/96
 SIGNATURE OF DEVELOPER DATE
 (If corporation, to be signed by President and attested to by Secretary together with the corporate seals.)

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

[Signature] 6-10-96
 CITY ENGINEER DATE

 COMMUNITY DEVELOPMENT DATE

STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION

Region 3



222 South Sixth St., Room 317
Grand Junction, CO 81501-2769
(303) 248-7208 Fax No. (303) 248-7254

July 28, 1995

Kenneth L. Schmohe, Architect
Design Affiliates, LLC
2690 Regis Drive
Boulder, CO 80303

Your request for a one-year's extension for Access Permit No. 394033 is hereby approved.

The new expiration date is April 8, 1996.

Note: 2 CCR 601-1, The State Highway Access Code, 2.9.1 states, "...No more than two extensions may be granted. If the access is not under construction within three years from date of issue the permit will be considered void."

R. P. MOSTON, DIRECTOR,
TRANSPORTATION REGION 3

A handwritten signature in cursive script that reads "Rose M. Burditt".

Rose M. Burditt
Secretary, Access Committee

cc: Allen
file

**Kenneth L. Schmohe, Architect
Design Affiliates, LLC
2690 Regis Drive
Boulder, CO 80303**

18Jun95

**Ms. Rose Burditt
R.O.W.
CDOT
222 S. 6th Street
Room 317
Grand Junction, CO 81501-2769**

Dear Ms. Burditt,

Regarding DOT Permit No.: 394033; My client, Mr. Oliver E. Frascona, 1910 Stony Hill Road, Boulder, CO 80303, purchased subject property from Mr. Dale Cole subsequent to the issuance of the above referenced Access Permit. Please kindly renew the Access Permit to Mr. Frascona. It is my understanding that there is no fee involved in this renewal.

Sincerely yours,

**Kenneth L. Schmohe
Project Manager for Willow Ridge Subdivision**

**COLORADO DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ACCESS PERMIT**

H No/MP/Side: 340/12.18/L
Local Jurisdiction: City of Grand Junction
Dist/Section/Patrol: 3211
DOT Permit No.: 394033
Permit Fee: \$100.00
Date of Transmittal: 3-31-94

THE PERMITTEE;

Dale Cole
235 North 7th Street
Grand Junction, CO 81501

is hereby granted permission to construct and use an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with the terms and conditions of this permit, including the State Highway Access Code and listed attachments. This permit may be revoked by the issuing authority if at any time the permitted access and its use violate any of the terms and conditions of this permit. The use of advance warning and construction signs, flashers, barricades and flaggers are required at all times during access construction within State right-of-way in conformance with the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, Part VI. The issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.

LOCATION:

On the north side of State Highway 340, a distance of 1000 feet east from Mile Post 12.

ACCESS TO PROVIDE SERVICE TO:

Sixteen single family residences.

OTHER TERMS AND CONDITIONS:

See Attached Sheet.

MUNICIPALITY OR COUNTY APPROVAL

Required only when the appropriate local authority retains issuing authority.

By (X) Not Required Date _____ Title _____

Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used. The permittee shall notify Wendell Bates with the Colorado Department of Transportation in _____ at 242-4126, at least 48 hours prior to commencing construction within the State Highway right-of-way.

The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and all its terms and conditions.

Permittee (X) *Dale Cole* Date 4-5-94

This permit is not valid until signed by a duly authorized representative of the Department.
DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO

By (X) *Spencer PCC* Date 4-8-94 Title Pre-Construction Engineer
(Date of issue)

COPY DISTRIBUTION:

- Required:
1. District (Original)
2. Applicant
3. Staff ROW
- Make copies as necessary for:
Local Authority
MTCE Patrol
Inspector
Traffic Engineer

Previous Editions are Obsolete and will not be used
CDOT Form #1
7.

- 1 Driveway shall be constructed 35 feet wide with 20 foot radii. Surfacing for driveway approach is required as follows: 12" of class 1 gravel in 2, 6" lifts; 6" of class 6 gravel in 1, 6" lifts.
- 2 Also 4" of HBP in 2, 2" lifts of grade E, EX, or equivalent. The asphalt cement in the HBP shall be AC 10.
- 3 Fill/cut slopes shall be at a 6:1 slope on the roadway and at 6:1 on the access approach.
- 4 A left turn acceleration lane shall be 16 feet wide and 480 feet long, including a 180 foot taper. Redirect tapers for through traffic shall be at a 40 to 1 ratio.
- 5 Lanes shall be constructed as per Colorado Department of Transportation specifications, with the following material placed for final grade: 12" ABC, Class 1; 6" ABC, Class 6; and 4" of HBP, Grading E or EX place in the following lifts: 2 6" lifts class 1; 1 6" lift class 6; 2 2" lifts HBP. Shoulders along the speed change lanes shall be 4 feet wide and paved. The new pavement shall slope on the same plane as the present pavement surface. Dependent on the accepted design the entire roadway may require an overlaid with 1.5" of HBP. A REGISTERED PROFESSIONAL ENGINEER must provide construction, striping and signing plans to the Colorado Department of Transportation for approval 45 days prior to construction. Design plans must include but not limited to, layout of speed change lanes, utility locations, drainage present and proposed, right of way lines present and proposed, traffic control devices, cross sections on 50 foot intervals and clear zone analysis (Par 4.10.17 2 CCR 601-1). The placement of striping on the new pavement must be verified and accepted by the Colorado Department of Transportation 24 hours prior to actual striping. A traffic control plan must be prepared by an American Traffic Safety Services Association (ATSSA) certified individual or Professional Traffic Engineer, consistent with the M.U.T.C.D. and approved by the Department and local issuing authority 7 days prior to any construction within the right of way. A REGISTERED PROFESSIONAL ENGINEER must provide certification that all work was done meeting specifications. CERTIFICATION will be sent to the Colorado Department of Transportation. NOTE: No construction of any type may take place on site until the design plans are approved, right of ways are dedicated, and the speed change lanes are constructed.
- 6 No drainage from this site shall enter onto the surface of the highway. All existing drainage structures shall be extended to accommodate all new construction and safety standards.
- 7 Contractor shall follow the applicable construction specifications set for by the Department of Transportation in the latest manual Standard Specifications for Road and Bridge Construction. The property owner is responsible for any utilities disrupted by the construction of this driveway and all expenses incurred for repair. Any damage to any existing highway facilities shall be repaired prior to continuing other work. Compaction of sub-grade, embankments and backfill shall comply with Section 203 of the Department of Transportation Standard Specifications. The first 20 feet beyond the closest highway lane, including speed change lanes, shall slope down and away from the highway at a 2% grade to ensure proper drainage control. All excavations on utility lines, culverts, other trenches or tunnels shall meet the requirements of Colorado Department of Transportation, OSHA, Colorado Industrial Commission and the Colorado Division of Mines, whichever applies. The area around the new work shall be well graded to drain, top soiled, fertilized, mulched and reseeded.
- 8 Compaction of Hot Bituminous Pavement (HBP) shall comply with Section 401.17 of the Department of Transportation Standard Specifications. If frost is present in the sub-grade, no surfacing material shall be placed until all frost is gone or removed. Saw or score asphalt to assure a straight edge for patching.
- 9 Work shall BEGIN AFTER 8:30 A.M. and all equipment shall be off the roadway BEFORE 3:30 P.M. each day.



Grand Junction Community Development Department
Planning • Zoning • Code Enforcement
250 North Fifth Street
Grand Junction, Colorado 81501-2668
(970) 244-1430 FAX (970) 244-1599

May 20, 1996

Oliver E. Frasca, Managing Member
Willow Ridge, a Colorado Limited Liability Company
4750 Table Mesa Drive
Boulder, CO 80303

I am in receipt of your letter of May 17, 1996 requesting to delete the long "wing walls" along Highway 340 for the proposed Willow Ridge Subdivision in Grand Junction (FPP-95-133). The Planning Commission approval was not specific to the wall, but just stated that the wall could be approved by staff. We have issued a fence permit for the Phase I construction of the wall, which is essentially the gatehouse and entry feature part of the wall with the subdivision name on it. You can delete the Phase II section of wall at this time, but must put future buyers on notice that the completion of the wall is not required of the developer.

If, at some point, it is decided to complete the wall, it must be reviewed and approved by the City. If the design of the wall substantially changes from that which has already been approved, it will require review and approval by the City Planning Commission.

If you have questions, please call me at 244-1446.

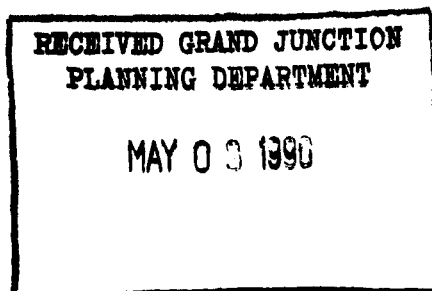
Sincerely,

A handwritten signature in cursive script that reads "Katherine M. Portner".

Katherine M. Portner
Planning Supervisor

Design Affiliates, LLC
2690 Regis Drive
Boulder, CO 80303
303-494-1721

01May96

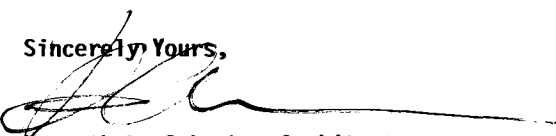


Ms. Kathy Portner, Planner
Grand Junction Community Development
250 North Fifth Street
Grand Junction, Colorado 81501-2668

Dear Ms. Portner

Willow Ridge, LLC does not wish to pursue the issue of the proposed electronically controlled gates. Therefore I am requesting that the Planning Commission hearing on this particular issue be canceled. All other proposed design elements regarding the entry to Willow Ridge Subdivision remain as planned.

Sincerely Yours,


Kenneth L. Schmohe, Architect
Petitioner's Boulder Representative



Grand Junction Community Development Department
Planning • Zoning • Code Enforcement
250 North Fifth Street
Grand Junction, Colorado 81501-2668
(970) 244-1430 FAX (970) 244-1599

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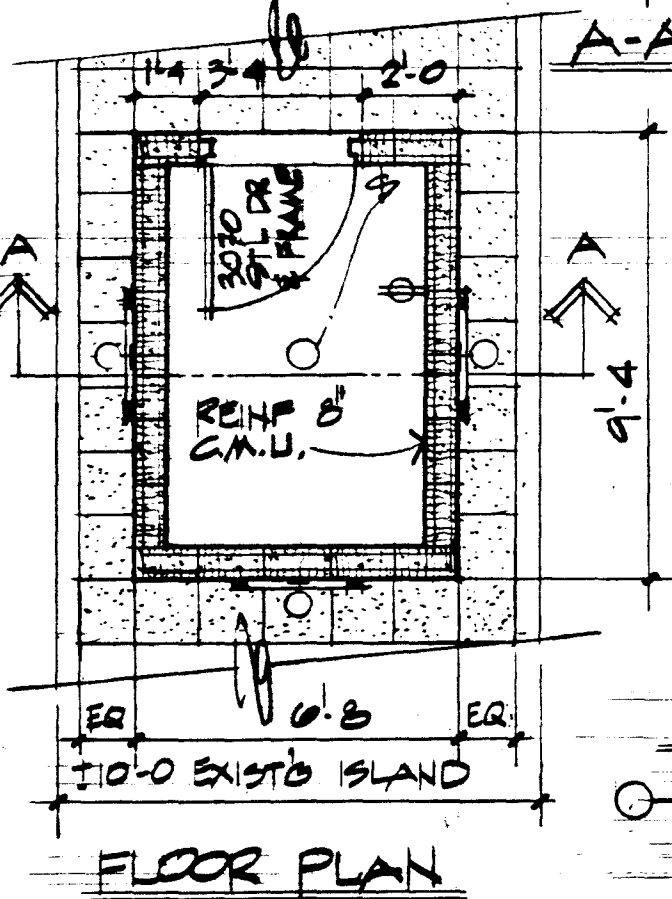
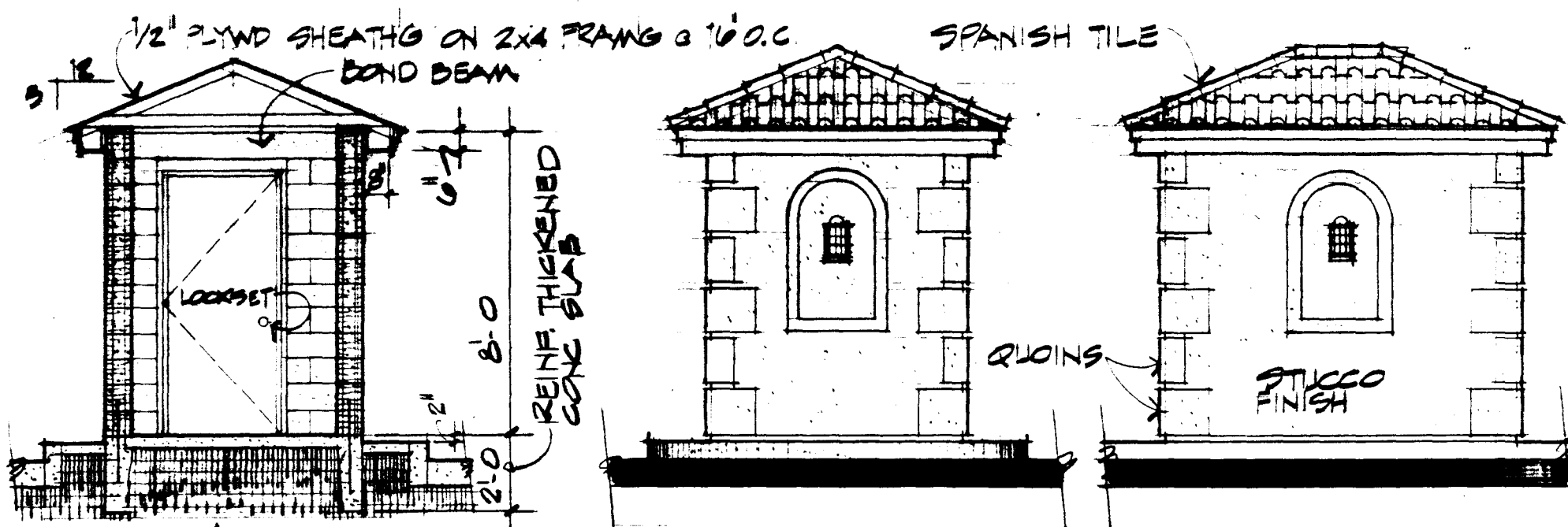
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A handwritten signature in cursive script that reads "Katherine M. Portner".

Katherine M. Portner
Planning Supervisor



A-A SOUTH EAST WEST SIMILAR

WILLOW RIDGE GATE HOUSE DETAILS

1/4" = 1'-0" 14 MAY 90 KLS
 DESIGN AFFILIATES, LLC 303-494-1721
 BOULDER, COLORADO



Grand Junction Community Development Department
Planning • Zoning • Code Enforcement
250 North Fifth Street
Grand Junction, Colorado 81501-2668
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Katherine M. Portner
Planning Supervisor

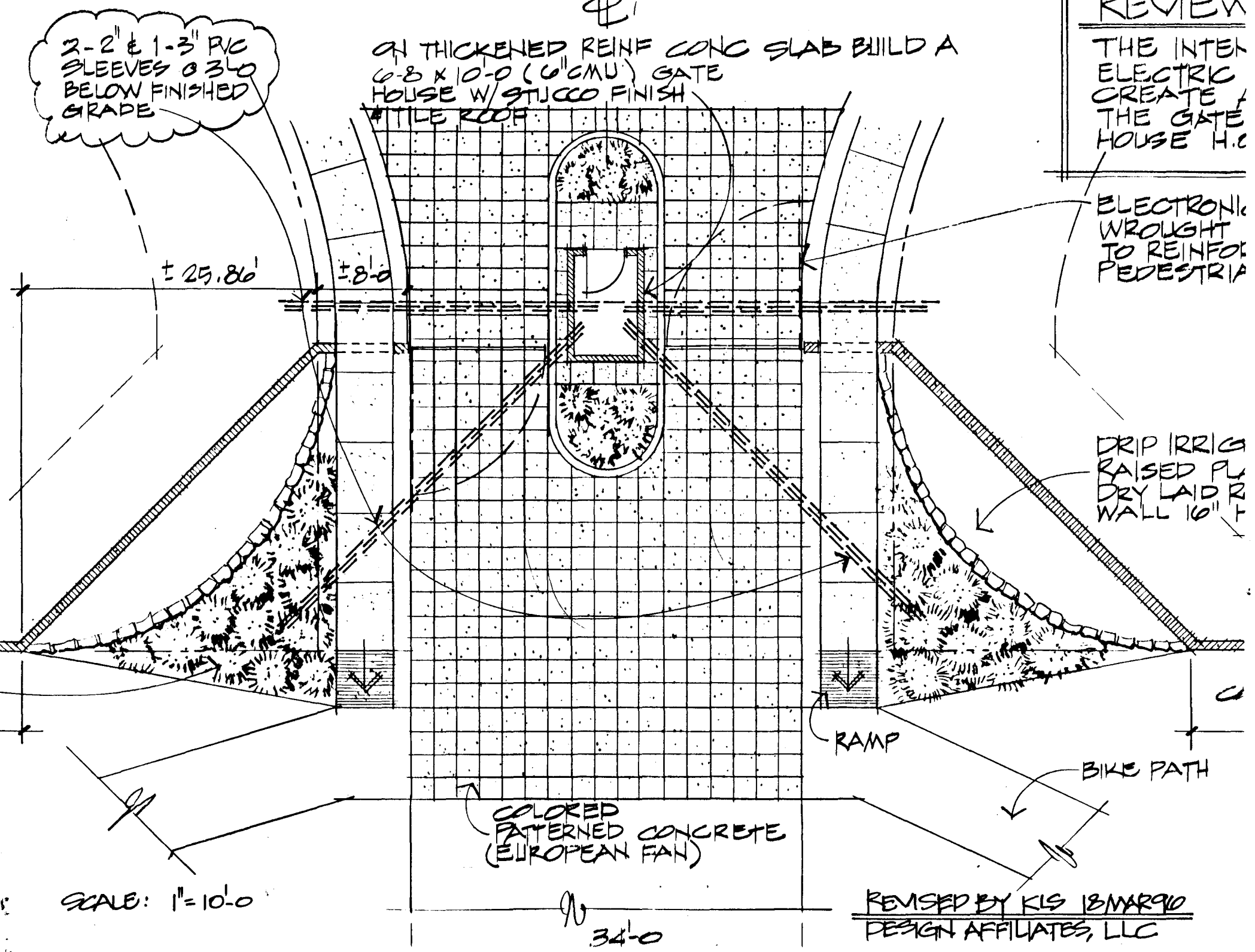
2-2" & 1-3" PVC SLEEVES @ 3'0" BELOW FINISHED GRADE

ON THICKENED REINF CONC SLAB BUILD A 6-8 X 10-0 (6" CMU) GATE HOUSE W/ STUCCO FINISH TILE ROOF

REVIEW THE INTER ELECTRIC CREATE THE GATE HOUSE H.C.

ELECTRONIC WROUGHT TO REINFOR PEDESTRIA

DRIP IRRIG RAISED PL DRY LAID PLY WALL 16" T



COLOR PATTERNED CONCRETE (EUROPEAN FAN)

RAMP

BIKE PATH

SCALE: 1" = 10'-0"

34'-0"

REVISION BY KLS 18MAY90 DESIGN AFFILIATES, LLC

June 6, 1996

Oliver Frasca
1910 Stony Hill RD.
Boulder, CO 80303

Dear Oliver:

Thank you for the opportunity of allowing Cole and Company Builders, Inc. to quote this project for you.

We propose to construct a security fence at Willow Ridge Subdivision, according to the plans provided May 10, 1996. The total cost of said construction would be (\$18,500.00) *Eighteen Thousand Five Hundred and no/100.*

If you accept this bid please sign a copy and return to us.

Cole and Company Builders.

Oliver Frasca.

Respectfully Submitted

Dale Cole

FAX to Dale Cole.

970-248-4605

Oliver E. Frascona
1910 Stony Hill Road
Boulder Colorado 80303
Telephone 303-494-4884

June 10, 1996

Ms. Jody Kliska, Development Engineer
City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

Re: Willow Ridge Final Plat
Request for Transportation Capacity Credit

Dear Jody:

As you know, I have had the opportunity to improve a portion of Colorado state highway 340 (Broadway) along the entrance to Willow Ridge. That expense was a requirement for the final plat. As you can see it has greatly improved the traffic flow on Broadway and the entrance to the Willow Ridge Subdivision.

Please consider this as my request for the City to grant me a Transportation Capacity Credit for \$7,000.00. As I understand it, transportation expenses are collected with each building permit at the rate of \$500 per lot. That total for all lots would be \$7,000.00. To date I have spent \$35,692.00 more or less.

Sincerely yours,



Oliver E. Frascona



June 10, 1996

Oliver Frascona
1910 Stony Hill Road
Boulder, CO 80303

City of Grand Junction, Colorado
250 North Fifth Street
81501-2668
FAX: (970)244-1599

Subject: Willow Ridge Subdivision

Dear Mr. Frascona:

A final inspection of the streets and drainage facilities in Willow Ridge Subdivision was conducted on May 16, 1996. As a result of this inspection, a list of remaining items was given to Trevor Brown of Rolland Engineering for completion. These items were reinspected and found to be satisfactorily completed.

"As Built" record drawings and required test results for the streets and drainage facilities were received on June 10, 1996. These have been reviewed and found to be acceptable.

In light of the above, the streets and drainage improvements are eligible to be accepted for future maintenance by the City of Grand Junction one year after the date of substantial completion. The date of substantial completion is May 16, 1996.

Your warranty obligation for all materials and workmanship for a period of one year beginning with the date of substantial completion will expire upon acceptance by the City.

If you are required to replace or correct any defects which are apparent during the period of the warranty, a new acceptance date and extended warranty period will be established by the City.

Thank you for your cooperation in the completion of the work on this project.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jody Kliska".

Jody Kliska
City Development Engineer

cc: Don Newton
Doug Cline
Walt Hoyt
Kathy Portner
Jerry O'Brien
Trent Prall
Rolland Engineering

KENNETH L. SCHMOHE, ARCHITECT
DESIGN AFFILIATES, LLC
2690 REGIS DRIVE
BOULDER, CO 80303

303-494-1721

14AUG96

MS. KATHY PORTNER, PLANNING DIRECTOR
GRAND JUNCTION COMMUNITY DEVELOPMENT DEPARTMENT
250 NORTH FIFTH STREET
GRAND JUNCTION, CO 81501-2668

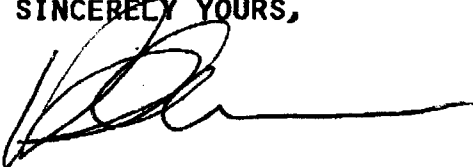
DEAR KATHY,

NOW THAT THE WILLOW RIDGE ENTRY FEATURE IS SUBSTANTIALLY COMPLETE ALL THAT REMAINS IS THE LANDSCAPING AND IRRIGATION PORTION FOR WHICH \$3000.00 HAS BEEN BUDGETED. THE CONTRACTOR IS ANTICIPATING COMPLETION WITHIN FIVE WEEKS OR LESS.

WILLOW RIDGE, LLC IS THEREFORE REQUESTING A RELEASE OF \$15,500.00 OF THE \$18,500.00 IN ESCROW FUNDS ON DEPOSIT WITH THE CITY OF GRAND JUNCTION. PLEASE MAKE THE CHECK OUT TO OLIVER E. FRASCONA, THE MANAGING MEMBER OF WILLOW RIDGE, LLC AND MAIL TO 4750 TABLE MESA DRIVE, BOULDER, COLORADO, 80303.

THANKS FOR YOUR QUICK RESPONSE TO MY TELEPHONE INQUIRY.

SINCERELY YOURS,



KEN SCHMOHE, DEVELOPMENT COORDINATOR

City of Grand Junction

Community Development Department
Planning • Zoning • Code Enforcement
250 North 5th Street
Grand Junction, CO 81501-2668

Phone: (970) 244-1430
FAX: (970) 244-1599



December 9, 1997

Oliver E. Frasca
4750 Table Mesa Drive
Boulder, CO 80303

Re: Willow Ridge Subdivision

Dear Mr. Frasca:

The City of Grand Junction had retained \$3,000 of your deposit with the City to guarantee the completion of the entry feature landscaping for Willow Ridge Subdivision. A recent site inspection of the subdivision confirmed that the landscaping has been completed in accordance with the approved plans. I have requested the release of the balance of your deposit. A check should be cut and mailed to you on Friday, December 12th by our Finance Department.

The completed wall and entry feature looks good. Thank you for your cooperation through the review and construction process.

Sincerely,

A handwritten signature in cursive script that reads "Katherine M. Portner".

Katherine M. Portner
Planning Supervisor

FPP-95-133

file - Willow Ridge
ca Dyer 241-4000
FAX: 241-4016

To: kathy portner
Cc: dan wilson
From: John Shaver
Subject: Fwd: Willow Ridge
Date: 7/16/98 Time: 9:26AM

Originated by: KATHYP @ CITYHALL on 7/9/98 4:04PM
Forwarded by: JOHNS @ CITYHALL on 7/16/98 9:26AM (CHANGED)

Try this:

***** ORIGINAL MESSAGE FOLLOWS *****

We had discussed amending the easement maintenance easement language for the Willow Ridge subdivision to allow for roof over hangs. The applicant is looking for further guidance on the language for the grant of easement.

Clarification and Supplemental Grant of Easement

The grantor(s) by this Clarification and Supplemental Grant of Easement does/do clarify and to the extent required, expand the purpose of the Maintenance Easements on lots ____, Willow Ridge Subdivision, as recorded in Book ____, Page ____ of the Mesa County Clerk and Recorder records. The grantor(s) specifically grant, declare and provide that Maintenance Easements dedicated to the owners of platted lots and tracts are and shall be for the inspection, maintenance, repair, alteration and beautification of structures and improvements placed on the lots. And furthermore that the same shall allow for encroachment by adjacent residences' roof overhangs and roof runoff so long that minimum separation required by the most restrictive applicable government code, ordinance, rule or regulation shall be established and maintained.



250 N. 5th Street
Grand Junction, Colorado 81501-2668

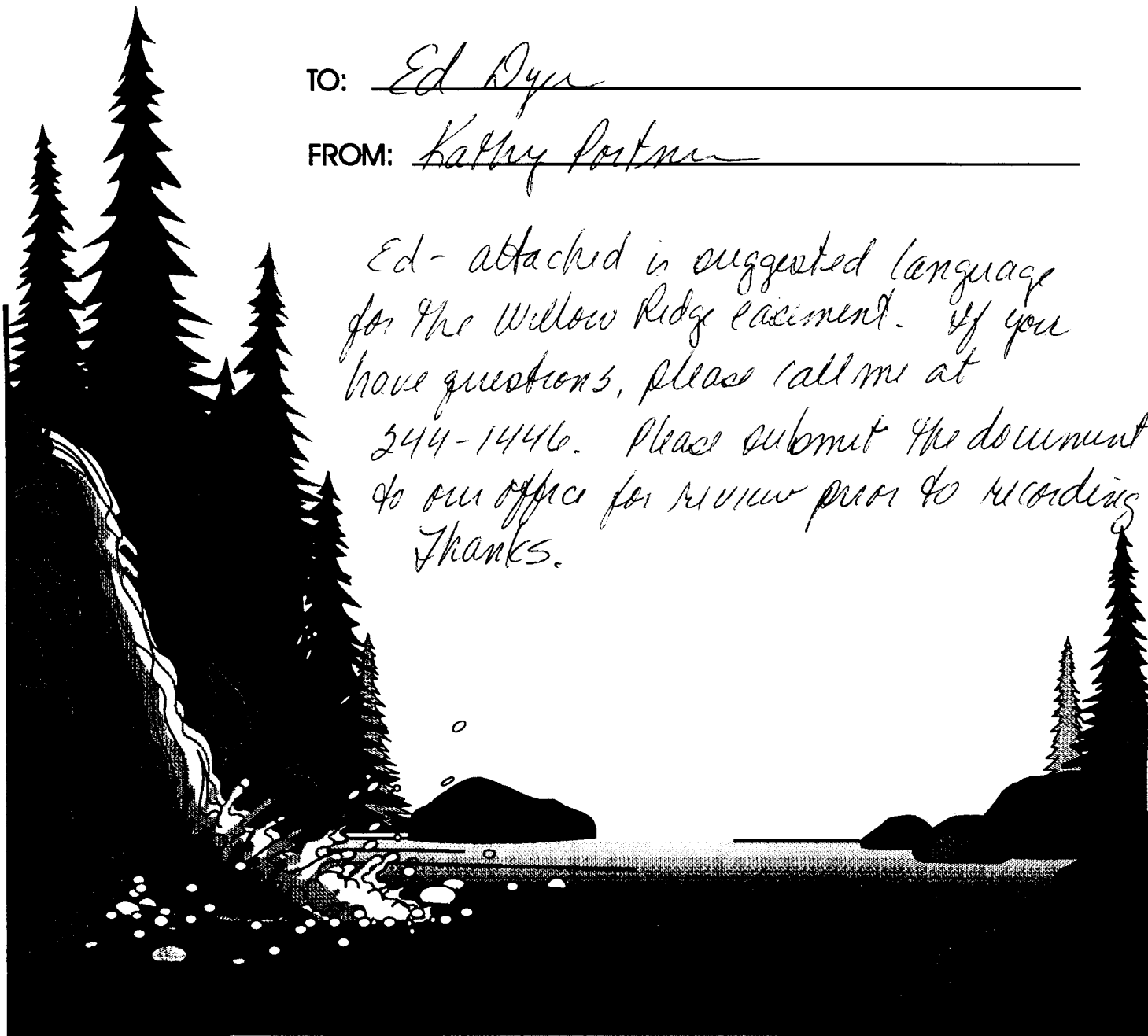
Sent from: (970) 244-1446

Verification: (970)

TO: Ed Dyer

FROM: Kathy Postma

Ed - attached is suggested language for the Willow Ridge easement. If you have questions, please call me at 244-1446. Please submit the document to our office for review prior to recording. Thanks.



This transmittal consists of _____ pages (excluding cover sheet)