



AGENDA
CITY OF GLENWOOD SPRINGS
Planning and Zoning Commission
Regular Meeting
OCTOBER 24, 2023
Council Chambers, First Floor
101 W. 8TH STREET
6:00 PM

1 Attendance Instructions

- A. This meeting is held in person as well as via Zoom.
Please click the link below to join the webinar:
<https://us02web.zoom.us/j/86589178333?pwd=cTdqbzgweXEzN2hRYm9xaEVuMkVmdz09>
Passcode: 177366
Dial(for higher quality, dial a number based on your current location):
+1 719 359 4580 US
+1 346 248 7799 US (Houston)

2 Roll Call

3 Receipt of the Minutes

4 Conflicts of Interest

5 Comments from citizens appearing for items not on the agenda

6 Continued Items

Planning File 46-23, Variance for Rear Seback 1019 Bennett Avenue

7 New Items

- A. Planning File 49-23, Sign Variance 402 7th Street
B. Planning File 52-33 Preliminary Plat 3381 S Grand Avenue
C. Planning File: #56-23 - Location & Extent Review for 2317 Wulfsohn Rd
D. Planning File 57-23: Location & Extent Review for 811 Airport Rd

8 Commissioner Comments

9 Director Comments

10 Adjournment

Planning and Zoning Commission Report

Date: October 24, 2023
To: Planning & Zoning Commission
From: Emery Ellingson, Planner II
Subject: Planning File 46-23 Variance 1019 Bennett Garage

REQUEST	Consideration of variances to allow construction of a garage within minimum required rear setback
APPLICANT	Virginia West
OWNER	Virginia West
LOCATION	1019 Bennett (Parcel #2185-094-30-012)
ZONE	Residential Multifamily Limited (RM2)
EXISTING USE	Residential, duplex
SURROUNDING LAND USES	North: Residential South: Residential East: Residential West: Residential
LOT SIZE	5,000 square feet

ACTION ITEM

Per Section 070.060.070 of the *Glenwood Springs Municipal Code* (Code), the Planning and Zoning Commission (Commission) is the reviewing body for Variance Requests. The proposed request is relief from Section 070.020.060(b) Residential Multifamily Limited RM2 Standards for rear setback

Action 1 – Variance Request – to allow applicant to encroach into rear setback by constructing an attached garage located 1’4” from the rear property line.

Staff recommendation: *Staff recommends **denial** of the Variance Request with the findings and conditions on page 7 & 8.*

BACKGROUND

Project Summary

Property owner Virginia West submitted a variance application to allow for construction of an attached garage to the existing duplex at 1019 Bennett. The dimensions of the proposed garage are 24' by 23'6" for a total of 561 square feet and it would be located 1'4" from the rear property line.

Location and Background

The property is located at 1019 Bennett on a property legally described as Lots 22 and 23 of Block 15 of Original Townsite of Glenwood. The property is zoned RM2 Residential Medium Density and is surrounded by other residential uses. The existing structure on the property was built in 1908 and the site for the proposed garage is currently used as surface parking accessed from the alley.

The structure was originally built as a single-family dwelling and an addition to create a second unit on the rear upper level of the property was completed with a building permit in 2000. At that time, duplexes were required to have 2 parking spaces per unit. Previous approval was issued for four spaces on the site, with two spaces in the front driveway accessed off Bennett Avenue and two spaces in the rear accessible from the alley.

Existing parking area includes a driveway accessible from Bennett and the rear parking area accessible from the alley.

Project Analysis

Analysis of requested variance item as follows:

Setbacks.

The minimum rear setback of 10' from the rear property line. The proposed garage would be located 1'4" from the rear property line. Proposed garage outside of side setbacks.

Required Rear Yard Coverage

This requirement only applies to detached accessory structures. An attached garage is not subject to this requirement.

Lot Coverage

This property is subject to lot coverage limits described in Section 070.040.080(d)(1) Lot Coverage which allows for 50% coverage of the lot or 25% greater than existing coverage, whichever is less. Current coverage is 1,502 square feet (30%). The proposed garage results in

total lot coverage of 2,099 square feet on a 5,000 square foot lot (43%) and therefore meets this standard.

Parking

Code Section 070.040.060 sets standards for off-street parking requirements. The minimum number of off-street spaces for a duplex is three spaces. Minimum parking requirements are exempted in the following situations:

- Properties within the boundaries of Glenwood Springs General Improvement No. 1980 or as amended;
- Nonresidential uses in any zoning district on properties containing less than 5,000 square feet lot area; or
- *Expansions of existing structures or uses by less than 25% gross floor area provided that any existing off-street parking remains unaltered.*

The proposed garage is beneath the 25% threshold for gross floor area however since it alters an existing off-street parking area it must maintain three off-street parking spaces. In 2000, four off-street parking spaces were approved as part of the duplex addition with two off the alley and two in the driveway off of Bennett. The two driveway spaces, since they were part of the original approval and are not being altered by this proposal, will remain part of the parking count.

The proposed garage would only provide one off-street parking space because the tight conditions of the alley and turn radius would functionally limit parking to one vehicle based on Engineering Department review. This would reduce the number of approved parking from four spaces to three spaces.

Based on review of plans from the 2000 addition, if this project were built today it could have been built as an accessory dwelling unit (ADU), which would only require two off-street spaces as opposed to a duplex which requires three off-street spaces under current Code.

Non-conformities

This property has several non-conforming features as follows:

- **Access to street within the Downtown Core**
The existing driveway is a non-conforming site feature. Section 070.040.080(d)(3)(b) Additional Standards in the Downtown Core states that off-street parking areas that do not connect to an alley are prohibited in residential neighborhoods, in order to minimize disruption. This parking area and associated curb cut already exist and may continue as long as no action is taken to increase the degree of non-conformity. The proposed garage in the rear of the property does not increase the non-conformity of this site feature.

- **Existing shed**

The existing shed located in the northwest corner encroaches on rear and north side property lines. The proposed garage does not increase the non-conformity of shed however it would increase the overall non-conformity of the site. For that reason, staff recommends that any potential approval would include a condition to remove the existing shed in order to reduce overall non-conformity of the lot.

VARIANCE CRITERIA

There are seven criteria for variance approval, all of which must be met. Staff finds that this application meets four of the seven criteria which is why staff has recommended denial. Analysis of the criteria below.

VARIANCE CRITERIA	
✓	The Subject property has exceptional shape, topography, building configuration, or other exceptional site condition that is not a general condition throughout the zone district
	The strict application of the Code standards for which a variance is sought would produce undue hardship
✓	The applicant did not create the hardship by his/her own actions
	The variance requested does not harm the public and does not impair the intent or purposes of this Code, goals, and policies, including the specific regulation for which the variance is sought
	The variance request demonstrates exceptional hardship not related to purposes of convenience or financial burden
✓	The variance request will not violate building or fire code requirements
✓	The variance is the minimum variance that will afford relief of the subject standards of the Code.

1. The subject property has an exceptional shape, topography, building configuration or other exceptional site condition that is not a general condition throughout the zone district

The subject property does have an exceptional site condition that is not a general condition throughout the zone district. The existing main structure is set back 32.7' from the front property line which is a greater distance than the minimum front setback for the zoning district and farther than many of the other primary structures in the RM2 Residential Multifamily Limited Zoning District.

2. The strict application of the Code standards for which a variance is sought would produce undue hardship

Strict application of the Code standards does not produce undue hardship. Denying the variance does not produce an undue hardship since there is already an existing uncovered off-street parking area. The absence of covered parking, although inconvenient, does not constitute an undue hardship.

3. The applicant did not create the hardship by his/her own actions

The applicant did not create this hardship by their own actions. The original home was constructed in 1908 and the existing layout of the property does not easily allow for a garage accessed from the alley that could accommodate a motor vehicle without encroaching into the rear setback. The applicant did not create the second unit in 2000 either.

4. The variance requested does not harm the public and does not impair the intent or purposes of this Code, goals, and policies, including the specific regulation for which the variance is sought

The variance requested does not harm the public. However, it does impair the intent or purposes of this Code, including the specific regulation for which the variance is sought. The purpose of this specific regulation is to ensure there is distance from the rear property line to any permanent structure to allow space for potential utility work and passing vehicles.

If the Commission were to approve this variance, a condition of approval would be an indemnification agreement, which would indemnify the City of any potential damages incurred by construction of a structure so close to the alley. A second recommended condition of approval would be to require demolition of existing non-conforming shed which would reduce the overall non-conformity of the lot.

5. The variance request demonstrates exceptional hardship not related to purposes of convenience or financial burden

The variance request does not demonstrate exceptional hardship not related to purposes of convenience or financial burden. Since the existing property already has off-street parking available, the request to build a garage is more related to convenience rather than exceptional hardship. The existence of other non-conforming structures close to the alley in this neighborhood also does not support the creation of another encroaching structure.

6. The variance request will not violate building or fire code requirements

The requested variances would not violate building or fire code requirements. Any construction would require prior approval of a building permit, which would include proper fire separation measures between existing shed and proposed garage.

7. The variance is the minimum variance that will afford relief of the subject standards of the Code.

The variance is the minimum variance that would afford relief of the subject standards of the Code. Within the Downtown Core, Code requires access from the alley and the proposed garage dimensions in depth are what would be necessary to park one vehicle.

REVIEWING AGENCY COMMENTS

The following agencies have provided these comments:

Public Works Department –

- Proximity of the structure to the alley complicates plowing during the winters and adding structures near the alleyway causes the plows to have no location to push snow. If the plow catches snow or ice it can potentially hit the building so more space alleviates that problem.
- During winter trash trucks can slide and there have been multiple incidents involved trash trucks hitting building close to the alley
- Utility repair in alleys is complicated when structures are close to the alleys when there is not adequate width to operate. Additionally, if utility work requires trenching, there is potential for bank failure from pressures of nearby structures which could endanger those working on the trench.

Engineering Department

- Proposed garage location makes for a tight turning radius from the alley which would likely limit garage use to one vehicle.

PUBLIC COMMENT

No public comment has been received.

ACTION ALTERNATIVES AND STAFF RECOMMENDATION:

The Planning and Zoning Commission may approve, approve with conditions, or deny the variance. The Commission may also continue the hearing with a request for specific information necessary to determine compliance with the Municipal Code and city goals and policies.

Action 1 – Variance Request – to allow applicant to encroach into rear setback by constructing an attached garage located 1’4” from the rear property line.

Staff Recommendation/Suggested Motion

Staff recommends **denial** of the Variance Request with the following **findings**:

Suggested Findings:

1. The subject property does have an exceptional shape, topography, building configuration, or other exceptional site condition that is not a general condition throughout the zone district.
2. The strict application of the Code standards for which a variance is sought would not produce undue hardship.
3. The applicant did not create the hardship by their own actions.
4. The variance requested does not harm the public. However, it does impair the intent or purposes of this Code, goals, and policies, including the specific regulation for which the variance is sought. Specifically, the variance requested impairs the intent of the specific regulation for which the variance is sought, which is a required setback to provide space for utility installation and maintenance.
5. The variance requested does not demonstrate exceptional hardship not related to purposes of convenience or financial burden.
6. The variance request will not violate building or fire code requirements.
7. The variance is the minimum variance that will afford relief of the subject standards of the code.

Alternative Motion

*** If the Planning and Zoning Commission finds this application to meet all seven criteria for variance approval, an alternative motion for approval shall be based on the application meeting all seven of the variance criteria. An approval motion must be supported with information supporting how the application meets all the criteria. Staff has also provided a suggested condition for approval if Planning & Zoning Commission seeks to approve the variance. An example motion shown below:

MOTION TO APPROVE

Action 1:

Consideration of code amendments, I move to **APPROVE** finding that -

1. The subject property **does have** an exceptional shape, topography, building configuration, or other exceptional site condition that is not a general condition throughout the zone district.
2. The strict application of the Code standards for which a variance is sought **would** produce undue hardship.
3. The applicant has **not** had a part in the creation of the hardship by their own actions.
4. The variance requested **does not** harm the public and **does not** impair the intent or purposes of this Code, goals, and policies including the specific regulation for which the variance is sought.
5. The variance request **does demonstrate** exceptional hardship not related to purposes or convenience or financial burden.
6. The variance request **will not** violate building or fire code requirements; and
7. The variance **is** the minimum variance that will afford relief of the subject standards of the Code.

Suggested Conditions for approval

1. Prior to certificate of completion for the garage, applicant to enter into an indemnification agreement with the City to indemnify it from any damages caused to the proposed garage structure and to record the agreement recorded with Garfield County Clerk and Recorder. Recording fees to be paid by applicant.
2. Prior to certificate of completion for the garage, applicant will be required to demolish the existing shed.
3. Applicant shall comply with all verbal representations made in the public hearings as outlined in all application materials, and/or revised conditions herein and approved by the Community Development Director
4. The applicant shall comply with/address all City staff comments related to specific Code requirements prior to the approval of a building permit.
5. Any future physical changes or improvements to the property or buildings on the parcel are subject to the review and approval of the Community Development Director for compliance with applicable requirements of the Glenwood Springs Municipal Code.



LAND USE APPLICATION

City of Glenwood Springs
Economic and Community Development Dept.
101 West 8th Street
Glenwood Springs, CO 81601
970-384-6411

Ordinance Amendments		Development Permits	
☐	Rezoning	☐	Site/Architectural Plan Review
☐	Rezoning to Planned Unit Development (PUD)	☐	Administrative
☐	Annexation	☐	Minor
☐	Condominiumization	☐	Major
☐	Annexation	☐	Master Plan
☐	Street Vacation	☐	Construction Plans
		☐	Location & Extent
Subdivisions		☐	Right of Way Encroachment License
☐	Minor Subdivision	☐	Floodplain Development Permit
☐	Preliminary Plat	☐	Special Use Permit
☐	Final Plat	Flexibility and Relief Procedures	
☐	Vacation of Right-of-Way	☒	Variance
		☐	Administrative Adjustment
Other Land Use Applications		☐	Appeal
☐	Outdoor Seating	☐	

Applicant/Property Owner Information:

Applicant <u>Ginny West</u>	Owner <u>Ginny West</u>
Relationship to Owner <u>same</u>	Owner
Applicant Address <u>PO Box 87, GWS CO 81602</u>	Owner Address
Phone <u>970 946 1928</u>	Email Address <u>ginnywest1@gmail.com</u>
Email Address <u>ginnywest1@gmail.com</u>	Email Address

Property Information:

Address <u>1019 Bennett Ave</u> <u>GWS CO 81601</u>	Parcel Number <u>218509430012</u>
Subdivision <u>original Townsite Glenwood</u>	Lot and Block Number <u>Blk 15, lot 22 and 23</u>
Zone District	Existing Land Use <u>Residential</u>

General Project Description:

Construction of a 2-car garage in the existing parking space on the west side of the house.

Signatures:

The owner or applicant must be present at the hearing. All public hearings must be properly noticed according to G.S.M.C. Section 070.010.030. Signatures of all owners of the property must appear before the application is accepted. Partnerships or corporations may have the authorized general partner or corporate officer sign the

<u>Ginny West</u>	8/1/2023
Applicant	Date
<u>Ginny West</u>	8/1/23
Owner	Date

SPECIAL WARRANTY DEED

Emily Perdue West and Benjamin West, hereinafter referred to as "Grantors", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do grant, bargain, sell, convey and confirm unto Virginia L. West, hereinafter "Grantee", her heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Garfield and State of Colorado described as follows:

Lots 22 and 23
Block 15
City of Glenwood Springs

County of Garfield
State of Colorado

also known by street and number: 1019 Bennett Ave, Glenwood Springs, CO 81601

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor(s), for themselves, their heirs, and personal representatives, successors and assigns do covenant and agree that they shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s); excepting from the grantor's warranty, general taxes and assessments for the year 2021 and subsequent years; and "subject to statutory exceptions" as defined in § 38-30-113(5)(a), C.R.S.

ID: 965135

County: _____

Date: 10/21/2021 Time: _____

SPECIAL WARRANTY DEED

Emily Perdue West and Benjamin West, hereinafter referred to as "Grantors", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do grant, bargain, sell, convey and confirm unto Virginia L. West, hereinafter "Grantee", her heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Garfield and State of Colorado described as follows:

Lots 22 and 23

Block 15

City of Glenwood Springs

County of Garfield

State of Colorado

also known by street and number: 1019 Bennett Ave, Glenwood Springs, CO 81601

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor(s), for themselves, their heirs, and personal representatives, successors and assigns do covenant and agree that they shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s); excepting from the grantor's warranty, general taxes and assessments for the year 2021 and subsequent years; and "subject to statutory exceptions" as defined in § 38-30-113(5)(a), C.R.S.

WITNESS Grantors' hands this 20th day of October, 2021.

Emily Perdue West
Emily Perdue West

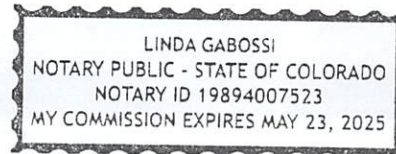
Benjamin West
Benjamin West

STATE OF COLORADO
COUNTY OF GARFIELD

The foregoing instrument was acknowledged before me this 20th day of October, 2021, by Emily Perdue West and Benjamin West.

Linda Gabossi
Notary's Official Signature

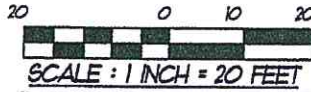
My Commission Expires: 5-23-25



Grantee Name, Address:
Virginia L. West
1019 Bennett Avenue
Glenwood Springs, CO 81601

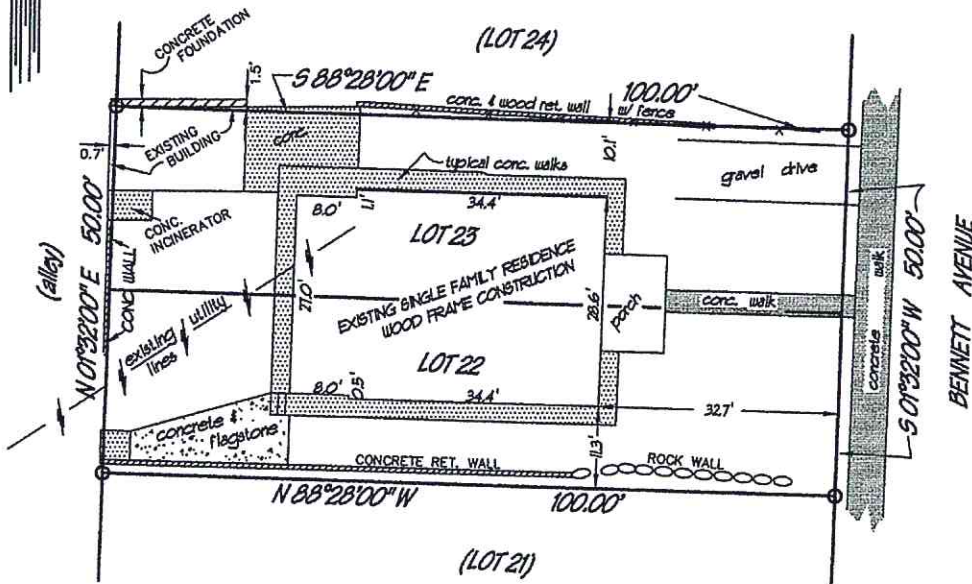
IMPROVEMENT LOCATION CERTIFICATE

LOT 22 & 23, BLOCK 15
GLENWOOD SPRINGS, COLORADO
1019 BENNETT AVENUE



PROPERTY DESCRIPTION

LOTS 22 AND 23, BLOCK 15
CITY OF GLENWOOD SPRINGS
COUNTY OF GARFIELD
STATE OF COLORADO



NOTES

- 1) LOT BOUNDARY DIMENSIONS SHOWN HEREON ARE BASED ON RECORD INFORMATION.
- 2) THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAYS, BUILDING SETBACKS OR OTHER RESTRICTIONS OF RECORD, AND/OR AS NOTED ON A TITLE INSURANCE COMMITMENT REFERENCED HEREON.
- 3) NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS IMPROVEMENT LOCATION CERTIFICATE WITHIN THREE (3) YEARS AFTER YOU DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS CERTIFICATE BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

IMPROVEMENT LOCATION CERTIFICATE

I HEREBY CERTIFY THAT THIS IMPROVEMENT LOCATION CERTIFICATE WAS PREPARED BY RIVER CITY SURVEYS, L.L.C., FOR PATRICK KEVIN MILLER, THAT IT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT, AND THAT IT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES.

I FURTHER CERTIFY THAT THE IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL ON THIS DATE, July 30, 1995, EXCEPT UTILITY CONNECTIONS ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS SHOWN, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS ON ANY ADJOINING PREMISES, EXCEPT AS INDICATED, AND THAT THERE IS NO APPARENT EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED.

THIS IMPROVEMENT LOCATION CERTIFICATE DOES NOT REPRESENT A TITLE SEARCH BY RIVER CITY SURVEYS, L.L.C., TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. ALL INFORMATION REGARDING OWNERSHIP, EASEMENTS AND OTHER ENCUMBRANCES OF RECORD WAS OBTAINED FROM AND SUBJECT TO A TITLE INSURANCE COMMITMENT ISSUED BY STEWART TITLE OF GLENWOOD SPRINGS, INC., ORDER NO. 95024269, DATED JUNE 30, 1995.

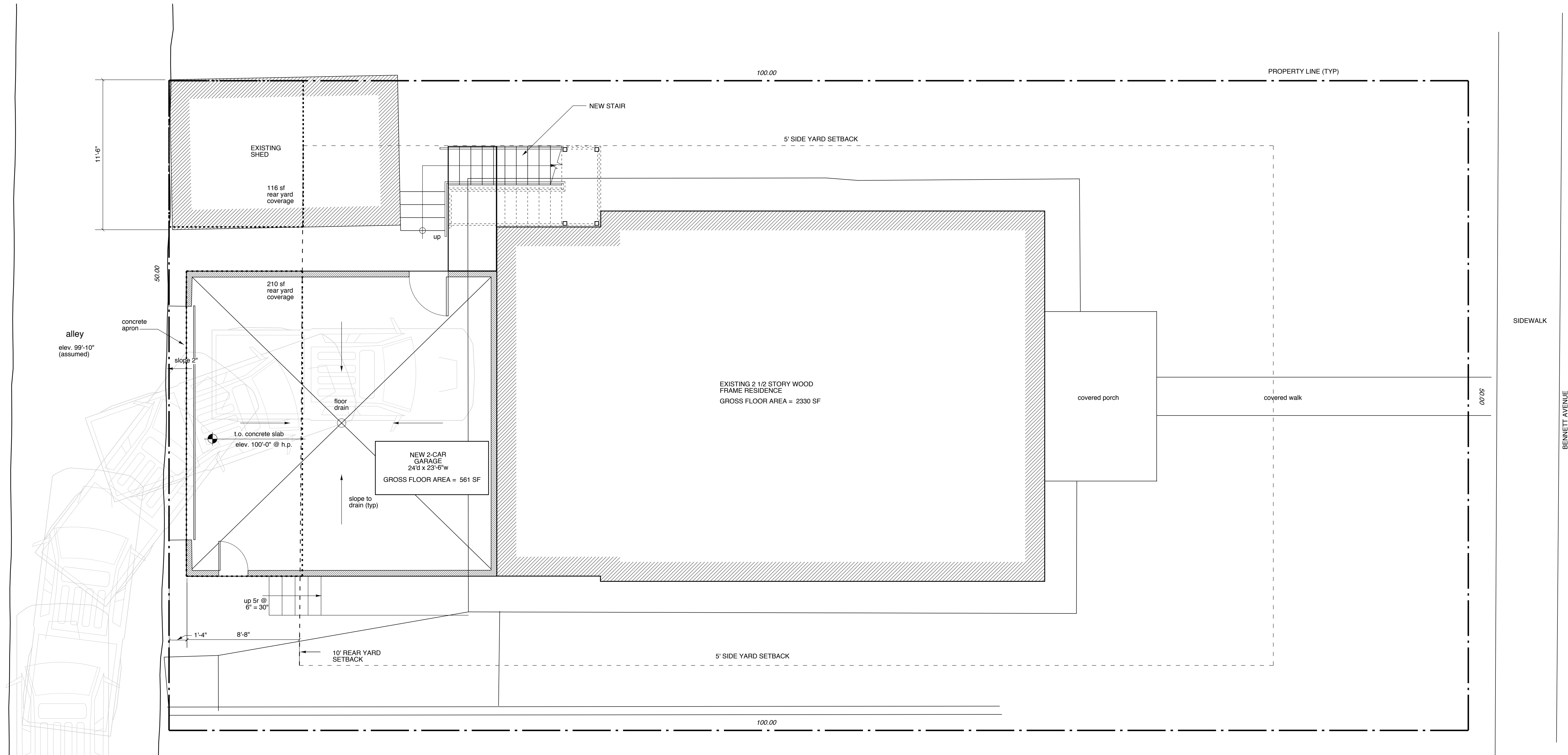
PREPARED FOR:
PATRICK MILLER

Job #: 95148
drawing #: 95148
coord file #: 95148
dwn by: D. COOPER
chk'd by:
sheet #: 1 of 1

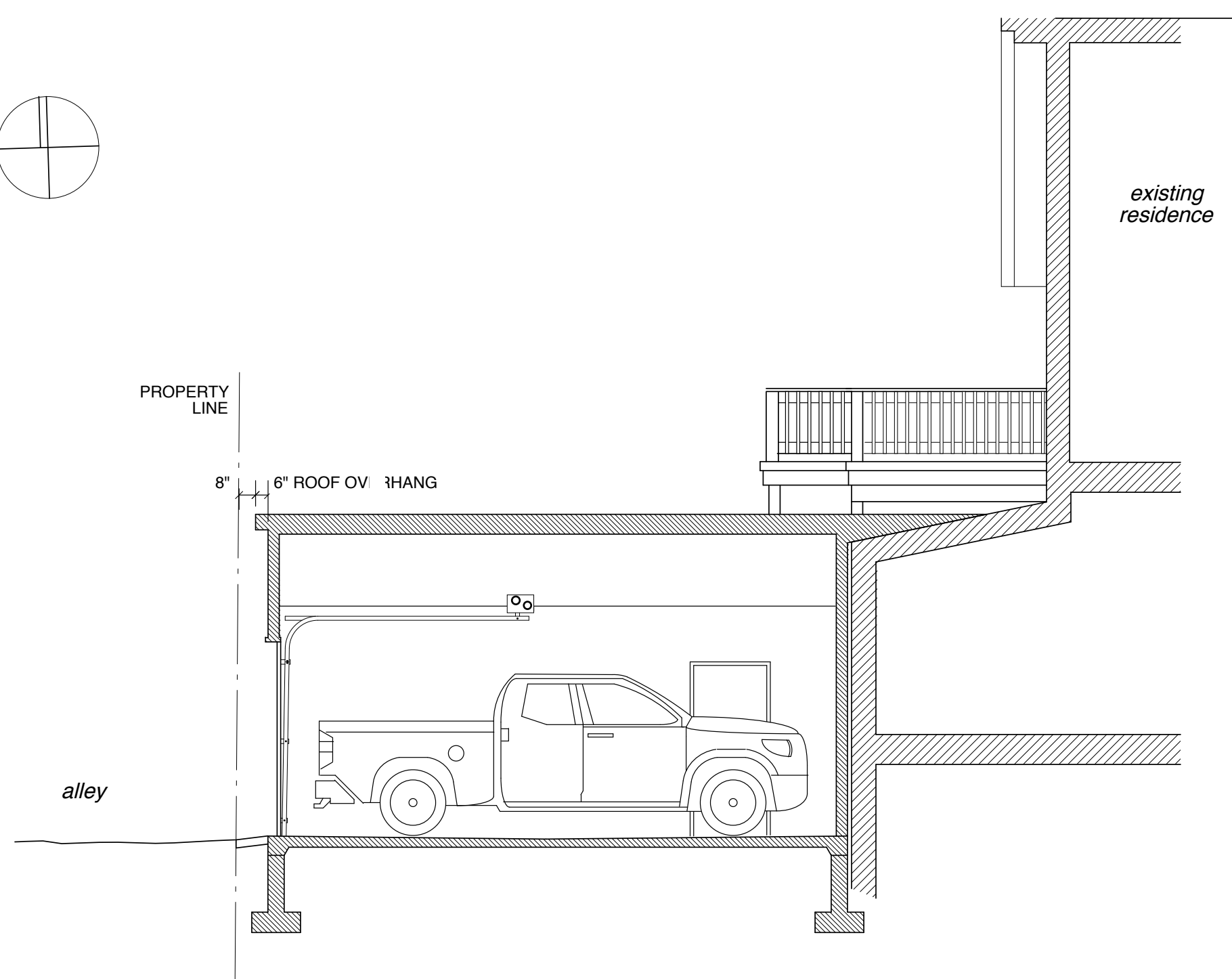
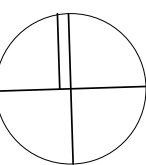


DAVID A. COOPER
COLO. REG. P.L.S. # 23030
FOR & ON BEHALF OF
RIVER CITY SURVEYS, L.L.C.
JULY 30, 1995

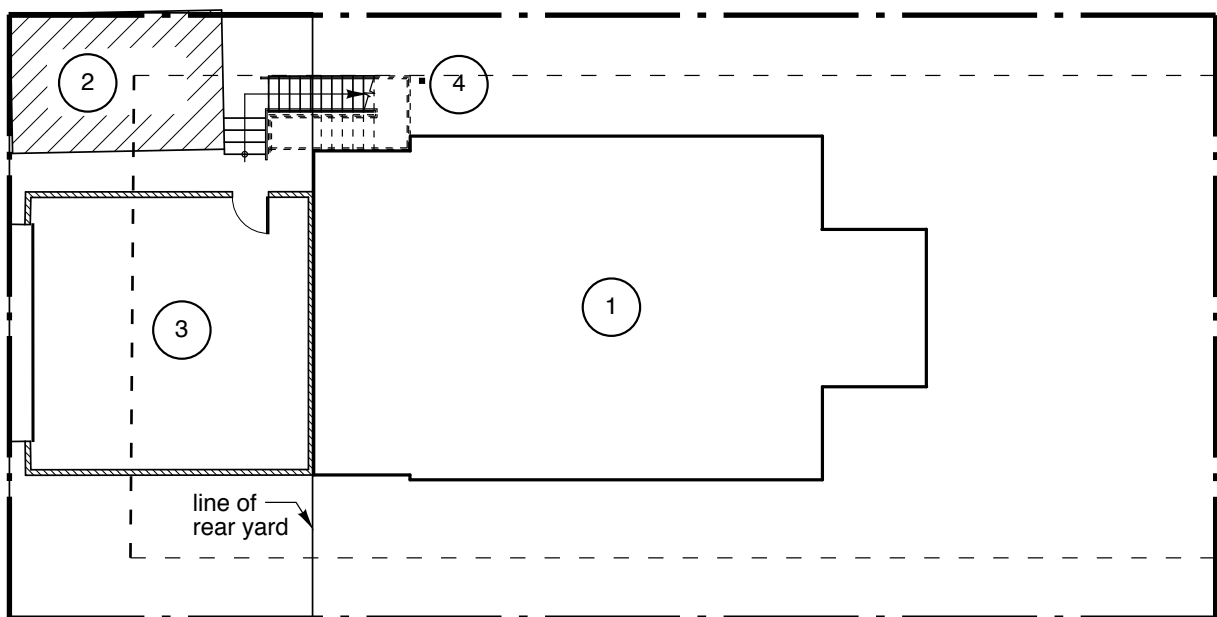




1 2-CAR GARAGE PLAN
1/4"=1'-0"



2 2-CAR GARAGE - SECTION
3/16"=1'-0"



lot coverage data table

lot size: 5000 sf
existing lot coverage (1502/5000) = 30%
allowable lot coverage: 50%
allowable lot coverage in square feet
50% x 5000sf = 2500sf
total proposed lot coverage = 2099 sf

- 1 existing residence = 1301 sf
2 existing shed = 201 sf
3 proposed garage = 562 sf
4 proposed stair = 35 sf
total lot coverage = 2099 sf

rear yard coverage data table

rear yard size: 500 sf
allowable rear yard coverage: 40% x 500 sf = 200sf
total proposed rear yard coverage = 326sf

gross floor areas

existing residence: 2330 sf
proposed garage: 561 sf
garage = 24% of existing residence

West
Residence
Additions and Alterations
1019 Bennett Avenue
Glenwood Springs
Garfield County
Colorado

Project

Date	Issued For
Jul 28 2023	Variance Request

Project Information/
Site Plan

A 1.1

mark itecture

Mark Mahoney
742 Euclid Avenue
Carbondale CO 81623
970.987.2043

markitect742@gmail.com

Consultant

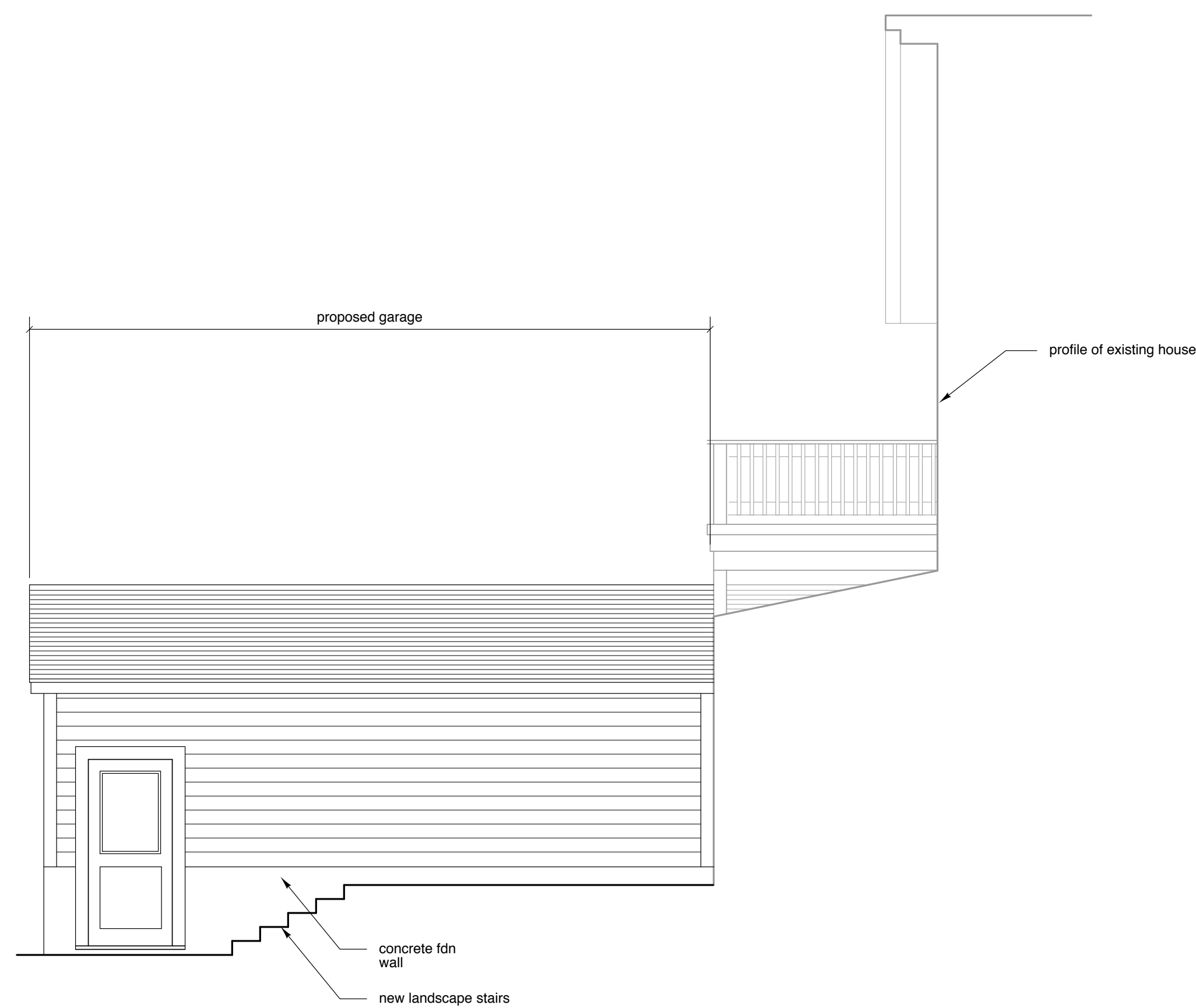
Stamp



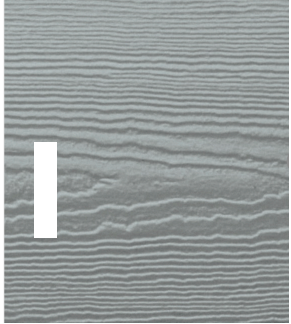
2 2-CAR GARAGE - WEST ELEVATION
1/4"=1'-0"



1 EXISTING WEST ELEVATION
1/4"=1'-0"



4 SOUTH ELEVATION
1/4"=1'-0"

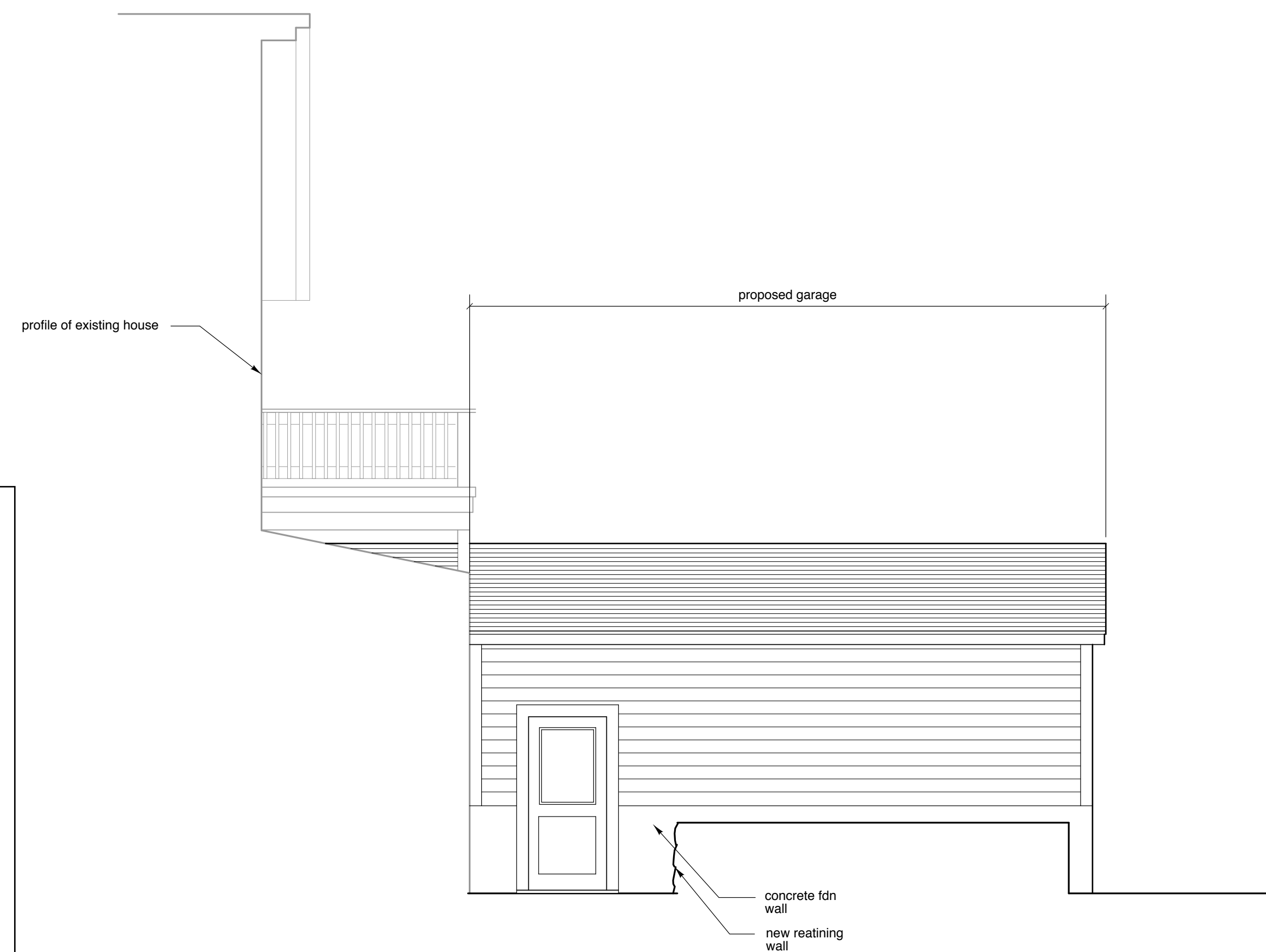


siding - 5 1/4" HardiePlank Fiber Cement
Cedarmill Siding or equal
paint to be color-matched to existing house siding



roofing - asphalt shingles to match existing residence

materials



3 NORTHELEVATION
1/4"=1'-0"

markitecture

Mark Mahoney
742 Euclid Avenue
Carbondale CO 81623
970.987.2043
markitect742@gmail.com

Consultant

Stamp

West
Residence

Additions and Alterations

1019 Bennett Avenue
Glenwood Springs
Garfield County
Colorado

Project

Date	Issued For
Jul 28 2023	Variance Request

Elevations

A 1.2

Variance Application for Setback Variance
1019 Bennett Avenue, Glenwood Springs, CO 81601

Variance Type

Explain what Municipal Code requirement you are requesting a variance from and what it is that you are proposing that does not meet this requirement.

Municipal Code requires a 10-foot rear yard setback. My proposal is the construction of a 2-car garage in the existing parking space which would extend into the rear 10-foot setback but is within the property boundaries on all sides.

1. Explain how your property has an exceptional shape, topography, building configuration or other exceptional site condition that is not a general condition throughout the zone district.

The existing 2.5 story wood frame residence is large for the overall size of the lots, with a very generous front yard, leaving a small amount of percent of land available for the garage.

2. Explain how the strict application of the code standards for the variance you are seeking produces undue hardship.

The required 10-foot setback makes it impossible to create a shelter garage and full parking area in the existing parking area.

3. Explain how you did not create the hardship by your own actions.

The existing house causes a hardship because the footprint of the duplex was created by the original builder in 1908. This builder did not consider leaving space for a future garage. Parking conditions and passenger vehicle sizes were very different in 1908 than they are in 2023.

4. Explain how the requested variance does not harm the public and does not impair the intent or purposes of this Code, goals, and policies, including the specific regulation in question.

Along this narrow alley, residents are accustomed to driving cautiously and being aware of existing garages and sheds near the property boundaries. Owner and other residents are also aware of the entries and exits in the alley which have a low overall volume. The project furthers the intent of the Municipal Code, which encourages parking and access at the alley.

5. Explain how the variance request demonstrates exceptional hardship not related to purposes of convenience or financial burden.

If the Code is *strictly* enforced and setback adhered to, a burden is created which limits the possibilities of shelter and security in the rear yard.

6. Explain how the variance request will not violate building or fire code requirements.

The proposed garage will be built to all applicable building codes, including the IRC and IEBC. The existing house will also be altered to comply with codes regarding the addition of a garage to it. As far as fire equipment access, the configuration of the proposed garage will not encroach on the width of the alley any more than already existing buildings do.

In addition, the owner is willing to sign a mutually acceptable agreement which indemnifies the City of Glenwood Springs in the event of damage to the Owner's property.

7. Explain how the variance is the minimum variance that will afford relief of the subject standards of the Code.

Multiple configurations have been architecturally tested to most efficiently and effectively use the space while incorporating the smallest shelter which will allow for reasonable and workable entry and exit. A 2-car garage door opening is necessary for a mid-sized vehicle to make the turn into the driveway, due to the narrow width of the alley (see plans showing turning radius of a mid-sized truck).

**Variance Application for lot coverage
1019 Bennett Avenue, Glenwood Springs, CO 81601**

Variance Type

Explain what Municipal Code requirement you are requesting a variance from and what it is that you are proposing that does not meet this requirement.

Municipal Code requires that no more than 40% of the lot be covered by building. My proposal is the construction of a 2-car garage in the existing parking space would exceed the allowable rear yard coverage of 40%. Total allowable is 40% of 1250 sf or 500 sf. The total proposed lot coverage is 799 sf.

1. Explain how your property has an exceptional shape, topography, building configuration or other exceptional site condition that is not a general condition throughout the zone district.

The existing 2.5 story wood frame residence is large for the overall size of the lots, with a very generous front yard, leaving a small amount of percent of land available for the garage.

2. Explain how the strict application of the code standards for the variance you are seeking produces undue hardship.

The required 40% rear yard coverage requirement makes it impossible to create a shelter garage and full parking area in the existing parking area.

3. Explain how you did not create the hardship by your own actions.

The existing house causes a hardship because the footprint of the duplex was created by the original builder in 1908. This builder did not consider leaving space for a future garage. Parking conditions and passenger vehicle sizes were very different in 1908 than they are in 2023.

4. Explain how the requested variance does not harm the public and does not impair the intent or purposes of this Code, goals, and policies, including the specific regulation in question.

Along this narrow alley, residents are accustomed to driving cautiously and being aware of existing garages and sheds near the property boundaries. Owner and other residents are also aware of the entries and exits in the alley which have a low overall volume. Many building rear lot coverages exceed the required 40%. The project furthers the intent of the Municipal Code, which encourages parking and access at the alley.

5. Explain how the variance request demonstrates exceptional hardship not related to purposes of convenience or financial burden.

If the Code is strictly enforced and rear yard coverage adhered to, a burden is created which limits the possibilities of shelter and security in the rear yard.

6. Explain how the variance request will not violate building or fire code requirements.

The proposed garage will be built to all applicable building codes, including the IRC and IEBC. The existing house will also be altered to comply with codes regarding the addition of a garage to it. As far as fire equipment access, the configuration of the proposed garage will not encroach on the width of the alley any more than already existing buildings do. Existing code encourages alley access for downtown residential parking.

In addition, the owner is willing to sign a mutually acceptable agreement which indemnifies the City of Glenwood Springs in the event of damage to the Owner's property.

7. Explain how the variance is the minimum variance that will afford relief of the subject standards of the Code.

Multiple configurations have been architecturally tested to most efficiently and effectively use the space while incorporating the smallest shelter which will allow for reasonable and workable entry and exit. A 2-car garage door opening is necessary for a mid-sized vehicle to make the turn into the driveway, due to the narrow width of the alley (see plans showing turning radius of a mid-sized truck).

August 1, 2023

Department of Community Development
City of Glenwood Springs
101 W 8th Street
Glenwood Springs, CO 81601

Please accept my variance applications for setback and lot coverage reviews for 1019 Bennett Avenue, Glenwood Springs CO.

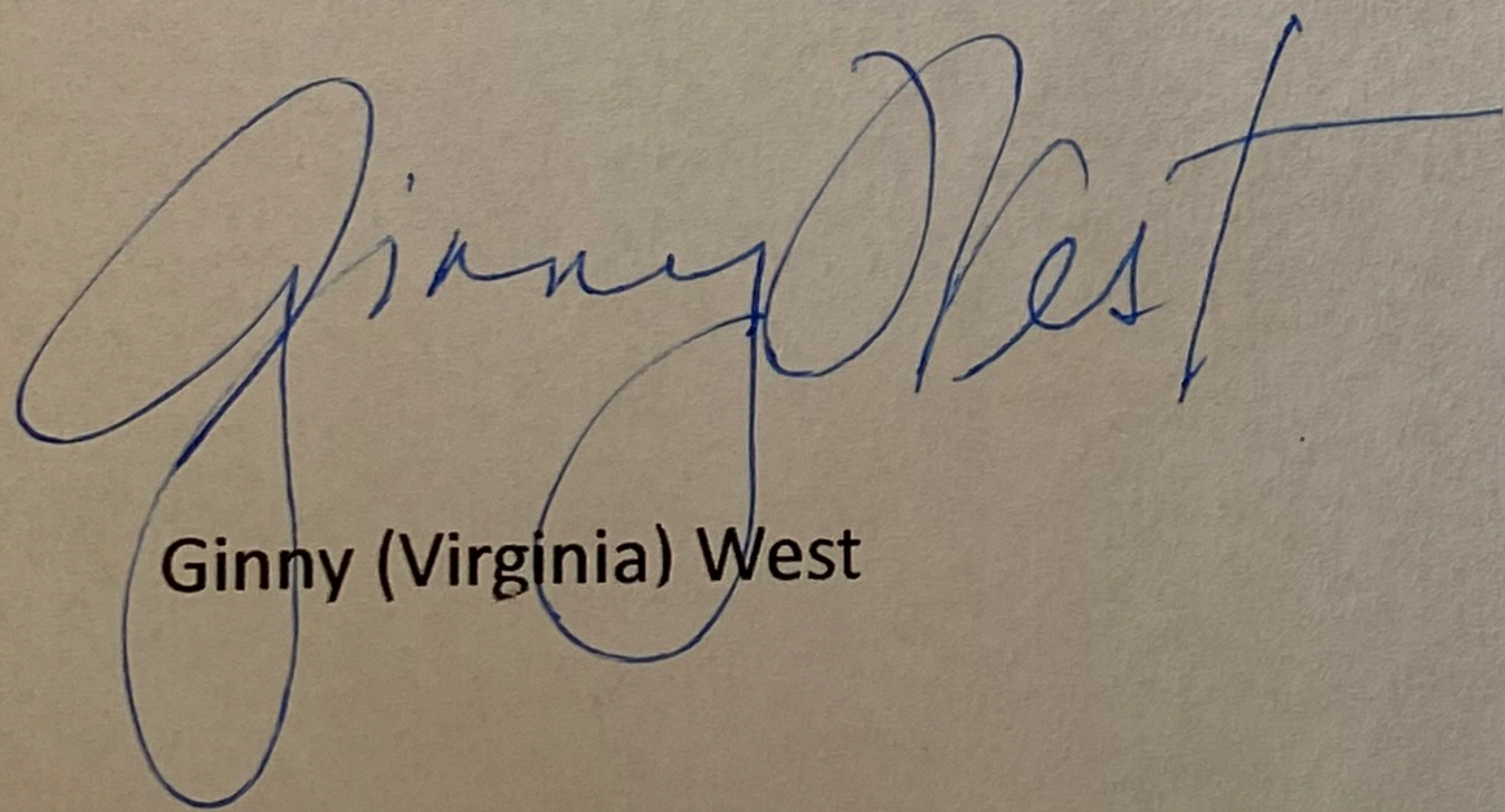
My project description is:

The property at 1019 Bennett Avenue has an existing parking space off the alley on the west side of the property. My proposal is the construction of a 2-car garage in the existing alleyside parking space which would extend into the rear 10-foot setback but is within the property boundaries on all sides. My two variance requests are:

- 1) Because municipal code requires a 10-foot rear yard setback, I would need a variance to build within this setback.
- 2) Municipal Code also allows no greater than 500 square feet of rear yard coverage. I am requesting a second variance to allow greater than 40% rear yard coverage.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Ginny West". The signature is fluid and cursive, with the first name "Ginny" and the last name "West" clearly distinguishable.

Ginny (Virginia) West



Alley view facing south



Backyard



Front Parking Area



Front Parking Area viewed from Bennett



Rear parking area



Rear parking area



Rear parking area
With vehicle



Rear parking area
With vehicle

Planning and Zoning Commission Report

Date: October 24, 2023
To: Planning & Zoning Commission
From: Emery Ellingson, Planner II
Subject: Planning File 52-23 Preliminary Plat 3381 South Grand Avenue

REQUEST	Consideration of application for preliminary plat to create four separate lots at 3381 South Grand Avenue in association with a previously submitted Administrative Site and Architectural Plan Application to construct three new townhomes on property with an existing duplex.
APPLICANT	Benjamin West
OWNER	Benjamin West
LOCATION	3381 South Grand Avenue (Parcel #2185-223-18-001)
ZONE	CO - Commercial
EXISTING USE	Residential, duplex
SURROUNDING LAND USES	North: Mixed use – residential and commercial unit, as well as City Cemetery South: Roaring Fork River East: Vacant property, residential West: Roaring Fork River
LOT SIZE	19,962 square feet

ACTION ITEM

Per Section 070.060.070 of the *Glenwood Springs Municipal Code* (Code), the Planning and Zoning Commission (Commission) is the recommending body for a Preliminary Plat application. City Council is the deciding body for a Preliminary Plat application. In reviewing the Preliminary Plat, Planning and Zoning Commission must adhere to the approval criteria outlined in Section 070.060.060(b)(3)(f)(4).

Action 1 – Preliminary Plat – to make recommendation to City Council for approval Preliminary Plat application for subdivision of existing lot into four lots at 3381 South Grand Avenue.

Staff recommendation: *Staff recommends a recommendation for approval with the findings and conditions on page 5 & 6.*

BACKGROUND

Project Summary

In January 2023, applicant submitted a separate land use application for an Administrative Site and Architectural Plan to construct three townhomes in two separate buildings on a property on a property with an existing duplex, which results in five total residential units. Per Code, the proposal to add three or more units was referred to Planning & Zoning Commission. Since less than three Commissioners requested to call the application up, that application is being reviewed at administrative level.

As part of this project, the applicant would like to subdivide the property to create lots for the three new townhomes and existing duplex, resulting in four lots. The Preliminary Plat and Final Plat process which require City Council approval is required for any subdivision creating more than three lots within a single plat. The focus of the Commission's review of this application is the subdivision of the land.

The proposed application also includes a fisherman's easement. This fisherman's easement can be credited toward the parkland dedication requirement and/or fee-in-lieu with approval from City Council. The fisherman's easement has been referred to River Commission.

Location and Background

The property at 3381 South Grand is legally described as Section 22 Township 6 Range 89 Iddings Buchholz Subdivision Lot 1 As Per Plat Reception No. 922781 19962 feet and is located in the CO – Commercial Zoning District. The existing duplex on the property was built in 1976.



View of property from South Grand Avenue with existing duplex on the property

Project Analysis

A Preliminary Plat application must adhere to the approval criteria outlined in Section 070.060.060(b)(3)(f)(4) of the Code, as follows:

PRELIMINARY PLAT CRITERIA	
✓	Is consistent with the Comprehensive Plan
✓	Will comply with the applicable zoning district standards
✓	The applicant did not create the hardship by his/her own actions
✓	Will comply with the use, dimensional, design, and development standards in this Code
✓	Provides a layout of lots, street, blocks, driveways, utilities, drainage, and other public facilities and services designed to minimize the amount of disturbance to sensitive areas and/or community assets
✓	Provides evidence of public water and sewer system connections
✓	Identifies and adequately mitigates known natural hazard areas
N/A	If applicable, proposes reasonable project phasing in terms of infrastructure capacity

In reviewing a preliminary plat application, the Planning Commission and the City Council shall consider whether the preliminary plat:

1. Is consistent with the Comprehensive Plan

The proposed application is consistent with several goals of the Comprehensive Plan including the following Policy/Action Goals

- **1.2 Encourage a compact urban form** – this plat would support infill development in an area served by existing infrastructure
- **2.3 Support Social Diversity** – subdividing the property and creating townhomes, this project would create a for sale product which would add to potential for sale housing stock at a lower price point than a detached single family product
- **5.1 Increase Housing Density** – infill development adding units to an existing residential property allows for an increased density and efficiency of existing land use.
- **5.6 Provide diversity in housing types** – this resulting development would provide a diversity in housing types as it would result in four lots, three townhomes and one duplex.
- **6.1 Direct growth to areas where utilities and services can be provided efficiently** - this plat would support infill development in an area served by existing infrastructure

- **8.2.C Continue to obtain access easements as opportunities arise along the Roaring Fork and Colorado Rivers for fishing access** – this plat includes a fisherman’s easement which ensures fishing access.

2. Will comply with applicable zoning district standards

This plat and associated development complies with applicable zoning district standards. The proposed buildings are within the building setbacks. The CO Commercial Zoning District does not have lot standards for development.

3. Will comply with the use, dimensional, design, and development standards in this Code

The plat and associated site and architectural plan will comply with use, dimensional, design, and development standards in this Code.

4. Provides a layout of lots, streets, blocks, driveways, utilities, drainage, and other public facilities and services designed to minimize the amount of disturbance to sensitive areas and/or community assets.

The plat and associated site and architectural plan minimizes the disturbance to sensitive areas. The property is adjacent to the Roaring Fork River with the associated 35’ riparian setback from the established high water mark. No aspect of this project encroaches into that setback.

5. Provides evidence of public water and sewer system connections

The plat shows evidence of public water and sewer system connections to existing system lines within the public right-of-way on South Grand Avenue.

6. Identifies and adequately mitigates known natural hazard areas

The plat identifies and adequately mitigates known natural hazard areas. FEMA Zone “AE” boundary is shown on the plat. In addition, the plat shows the established high water line of the Roaring Fork River. Applicant will also need to add the 35’ high water mark line for riparian setback.

7. If applicable, proposes reasonable project phasing in terms of infrastructure capability

This criteria not applicable. It will not be necessary to phase the project in terms of infrastructure capability. Existing infrastructure has capacity to serve this development.

REVIEWING AGENCY COMMENTS

The following agencies have provided these comments:

Public Works Department – Public Works has provided comments to applicant to add some additional items to plat per plat detail checklist which will need to be added prior to approval.

Engineering Department - Public Works has provided comments to applicant to add some additional items to plat per plat detail checklist which will need to be added prior to approval.

River Commission – Application has been referred to River Commission for the fisherman's easement, which they will review at their November 1 meeting.

PUBLIC COMMENT

As part of the Preliminary Plat application process, the applicant was required to hold a pre-application neighborhood meeting. This meeting was held on August 18, 2023. Notes from meeting and attendance log are included in the packet.

The application was also noticed with mailings, posted notice, and newspaper notice. No further public comments has been received regarding the project.

ACTION ALTERNATIVES AND STAFF RECOMMENDATION:

The Planning and Zoning Commission may recommend approval, approval with conditions, or denial of the preliminary plat. The Commission may also continue the hearing with a request for specific information necessary to determine compliance with the Municipal Code and city goals and policies.

Action 1 – Preliminary Plat – to make recommendation to City Council to approve Preliminary Plat application for subdivision of existing lot into four lots at 3381 South Grand Avenue.

Staff Recommendation/Suggested Motion

Staff recommends **approval** to recommend approval to City Council with the following **findings** that the application:

Suggested Findings:

1. Is consistent with the Comprehensive Plan;
2. Will comply with the applicable zoning district standards;
3. Will comply with the use, dimensional, design, and development standards of the Code;

4. Provides a layout of lots, streets, blocks, driveways, utilities, drainage, and other public facilities and services designed to minimize the amount of disturbance to sensitive areas and/or community assets;
5. Provides evidence of public water and sewer system connections;
6. Identifies and adequately mitigates know natural hazard areas; and
7. If applicable, proposes reasonable project phasing in terms of infrastructure capacity.

Suggested Conditions

1. Applicant to continue to work with staff toward submitting a preliminary plat which meets all City requirements.

Alternative Motion

*** If the Planning and Zoning Commission finds this application does not meet criteria for a recommendation to Council for approval of a Preliminary Plat application, it may make a motion to recommend for denial. This motion must be supported with information supporting how the application does not meet criteria. An example motion shown below:

MOTION TO RECOMMEND DENIAL

Action 1:

Consideration of recommendation for approval, I move to **RECOMMEND DENIAL** finding that the application -

1. Is **NOT** consistent with the Comprehensive Plan;
2. Will **NOT** comply with the applicable zoning district standards;
3. Will **NOT** comply with the use, dimensional, design, and development standards of the Code;
4. **DOES NOT** provide a layout of lots, streets, blocks, driveways, utilities, drainage, and other public facilities and services designed to minimize the amount of disturbance to sensitive areas and/or community assets;
5. **DOES NOT** provide evidence of public water and sewer system connections;
6. **DOES NOT** identify and adequately mitigates know natural hazard areas; and
7. If applicable, **DOES NOT** propose reasonable project phasing in terms of infrastructure capacity.



LAND USE APPLICATION

City of Glenwood Springs
Economic and Community Development Dept.
101 West 8th Street
Glenwood Springs, CO 81601
970-384-6411

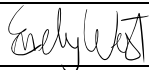
Ordinance Amendments		Development Permits	
☐	Rezoning	☐	Site/Architectural Plan Review
☐	Rezoning to Planned Unit Development (PUD)	☐	Administrative
☐	Annexation	☐	Minor
☐	Condominiumization	☐	Major
☐	Annexation	☐	Master Plan
☐	Street Vacation	☐	Construction Plans
☐		☐	Location & Extent
Subdivisions		☐	Right of Way Encroachment License
☐	Minor Subdivision	☐	Floodplain Development Permit
☒	Preliminary Plat	☐	Special Use Permit
☐	Final Plat	Flexibility and Relief Procedures	
☐	Vacation of Right-of-Way	☐	Variance
☐		☐	Administrative Adjustment
Other Land Use Applications		☐	Appeal
☐	Outdoor Seating	☐	

Applicant/Property Owner Information:			
Applicant		Owner	
Ben West		Ben West	
Relationship to Owner		Owner	
Owner		Emily West	
Applicant Address		Owner Address	
1319 Walz Avenue Glenwood Springs CO 81601		1319 Walz Avenue Glenwood Springs CO	
Phone 970-773-1313	Email Address benwestrealtor@gmail.com	Phone 970-773-1313	Email Address benwestrealtor@gmail.com

Property Information:	
Address	Parcel Number
3381 South Grand Avenue Glenwood Springs CO 81601	218522318001
Subdivision	Lot and Block Number
Iddings Subdivision	Lot 1
Zone District Commercial	Existing Land Use Residential

General Project Description:
Subdivide existing parcel into four separate parcels for individual ownership of new existing ownership.

Signatures:		
The owner or applicant must be present at the hearing. All public hearings must be properly noticed according to G.S.M.C. Section 070.010.030. Signatures of all owners of the property must appear before the application is accepted. Partnerships or corporations may have the authorized general partner or corporate officer sign the		8/29/2023
	Applicant	Date
		8/29/2023
	Owner	Date

application. (Attach additional incorporation documents if necessary.) I declare under the penalty of perjury that the above information is true and correct to the best of my knowledge.		
	Owner	Date 8/29/2023

SPECIAL WARRANTY DEED (Joint Tenants)

GCC Lofts, LLC, a Colorado Limited Liability Company, hereinafter referred to as "Grantor", do, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do grant, bargain, sell, convey and confirm unto **Benjamin West and Emily Perdue West**, hereinafter "Grantees", their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the County of Garfield and State of Colorado described as follows:

Lot 1

Iddings Buchholz Subdivision

City of Glenwood Springs

According to the plat thereof recorded July 11, 2019 as Reception No. 922781

County of Garfield

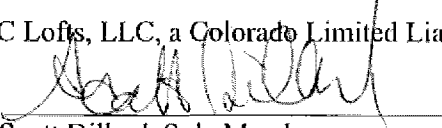
also known by street and number: 3405 S Grand Ave, Glenwood Springs, CO 81601

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor(s), for themselves, their heirs, and personal representatives, successors and assigns do covenant and agree that they shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s); excepting from the grantor's warranty, general taxes and assessments for the year 2022 and subsequent years; and "subject to statutory exceptions" as defined in § 38-30-113(5)(a), C.R.S.

WITNESS Grantor's hand this 29th day of August, 2022.

GCC Lofts, LLC, a Colorado Limited Liability Company

By: 

Scott Dillard, Sole Member

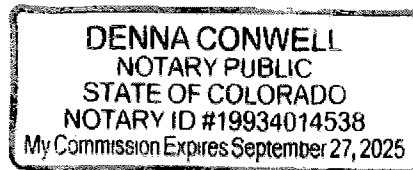
STATE OF COLORADO
COUNTY OF GARFIELD

The foregoing instrument was acknowledged before me this 29th day of August, 2022, by Scott Dillard Sole Member of GCC Lofts, LLC, a CO Limited Liability Company, on behalf of the Limited Liability Company.


Notary's Official Signature

My Commission Expires: 09-27-2025

Grantees Name, Address:
Benjamin West and Emily Perdue West
1319 Walz Avenue
Glenwood Springs, CO 81601



3381 S Grand Preliminary Plat Neighborhood Meeting

August 18, 2023

Attendance Roster

1. Susan Hse
2. Jeff & Madalyn Seguin 970-618 5849
mi.
9
- Abby & Ron Kroesen - 3409
- 1409
Lr

3381 S Grand Plat Meeting Notes 8.18.23

1 message

Ben West <benwestrealtor@gmail.com>

Fri, Aug 18, 2023 at 1:01 PM

To: Ben West <benwestrealtor@gmail.com>, Emery Ellingson <emery.ellingson@cogs.us>

Emery

Here is a recap of my meeting today

The attendees list is attached. It included the following neighbors

Susan Use

Jeff and Madlyn Seguin

Abby and Ron Kroesen

Notes

- Overall everyone is curious about the project but no-one opposed it. They all want to see the area turn residential or see what is the best use.

Jeff Seguin - 3421 S Grand - owns 3 parcels

- thinking of converting the existing building

- happy with building functioning now

- owned building for 35 years

- curious about redevelopment potential in the area

Susan and David Use

- want to buy a space to build a garage -> could they buy a footprint to build a garage for RV

- David Use 832.278.0969

Abby and Ron Kroesen - 3409 S Grand

- own townhome that is a rental

- common elements or limited common elements?

- would we give duplex a facelift?

- one or two car garage

I have also attached the preliminary plat sketch and the elevations that I used to show what we believe it may look like.

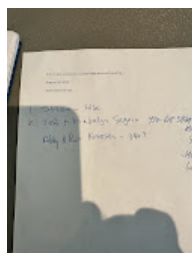
Ben West
Associate Broker
Dillard Team At Integrated
Integrated Mountain Properties

970.773.1313 (call or text)

<https://www.roaringforkhomes4sale.com/>


Apply Now

3 attachments


IMG_8395.HEIC
1333K

Preliminary Plat Sketch.pdf

491K

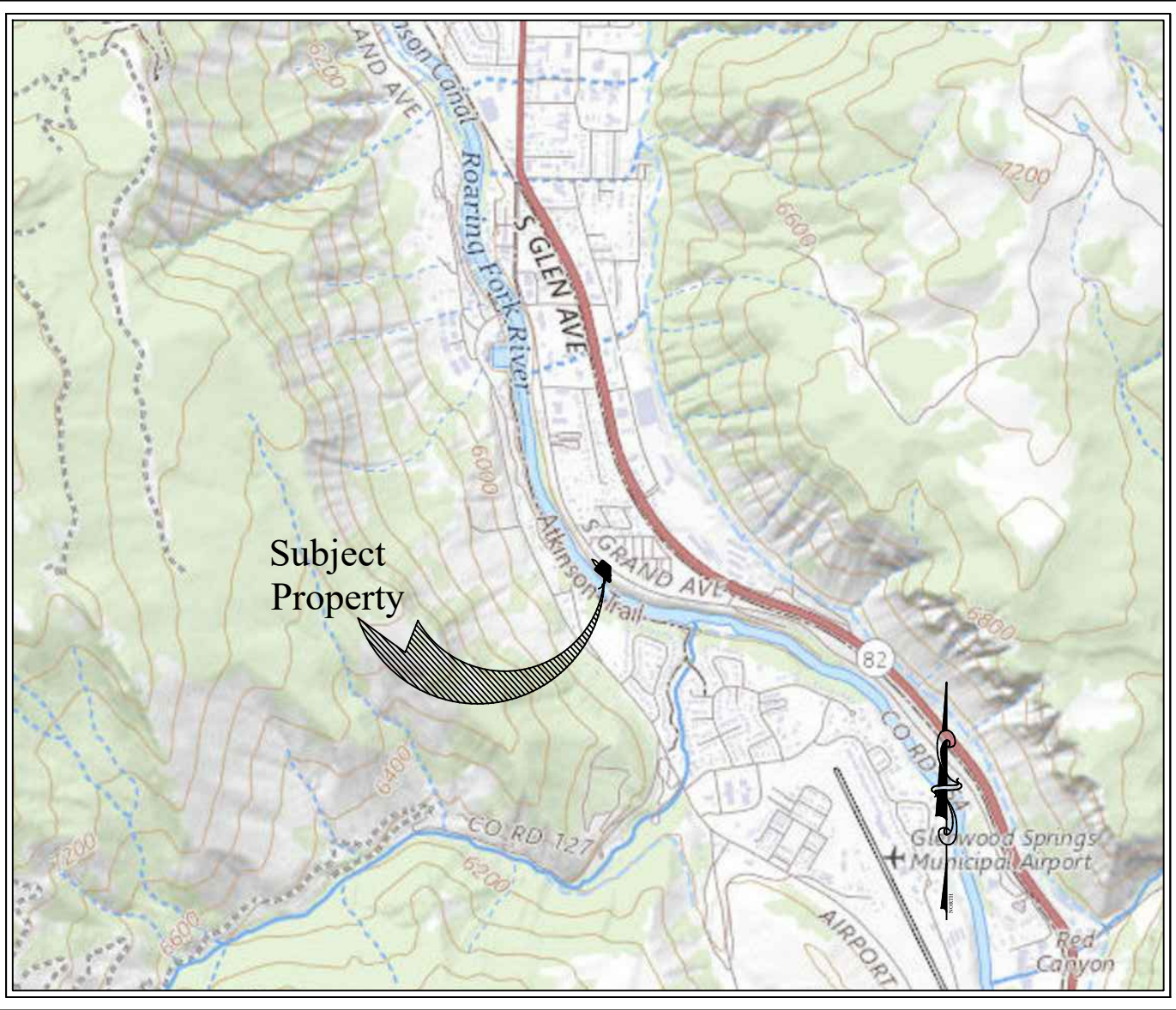
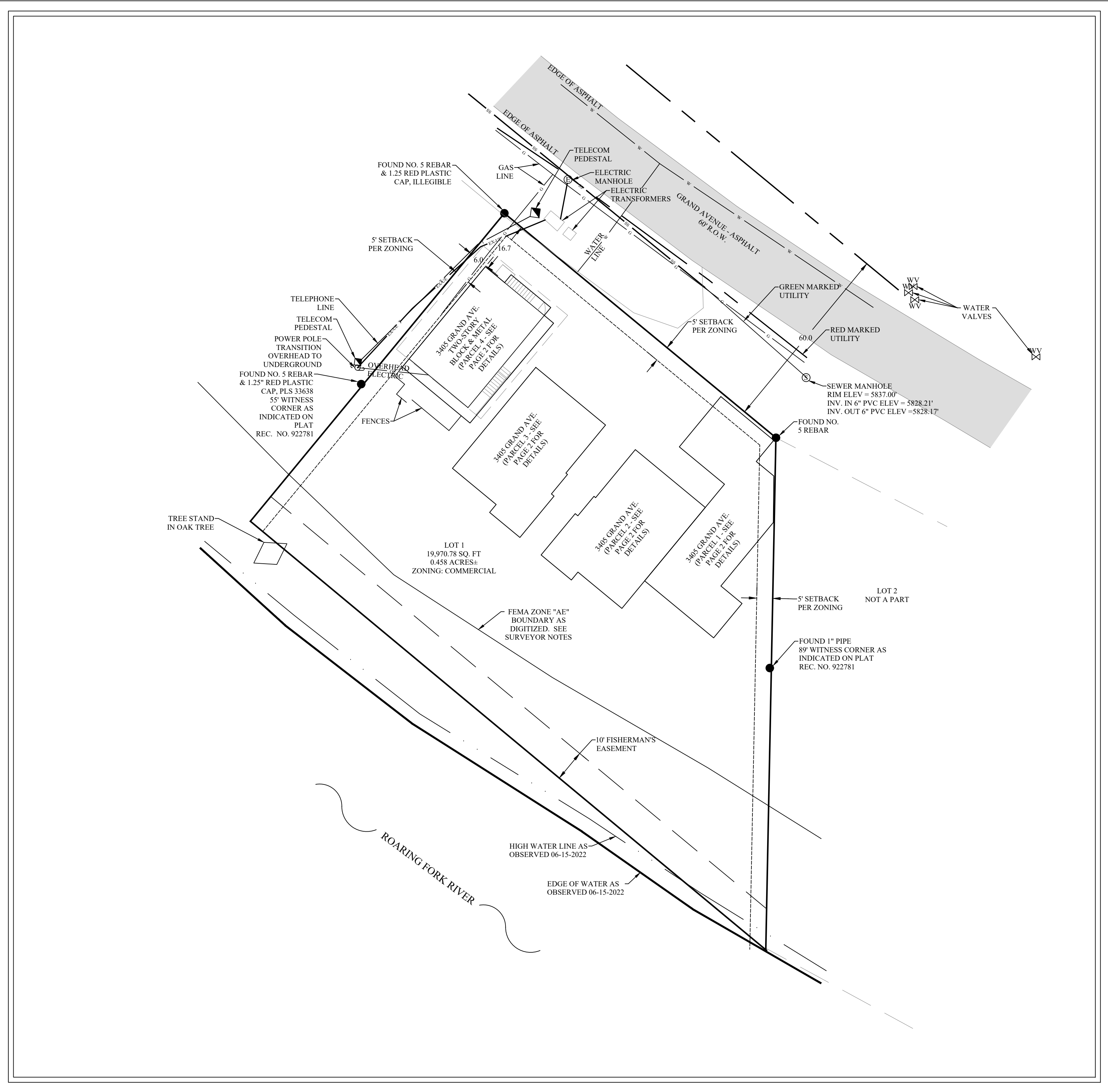

3381 S Grand Exterior Materials & Lighting

672K

3381 S Grand Project Description

The proposed project will involve subdividing the existing parcel into four separate ownership parcels and a common ownership area as shown in the Proposed Plat. The parcels will each have a residence for individual ownership and will include three new residences and the existing duplex. This project is in alignment with COGS goals to utilize infill development to provide additional housing.

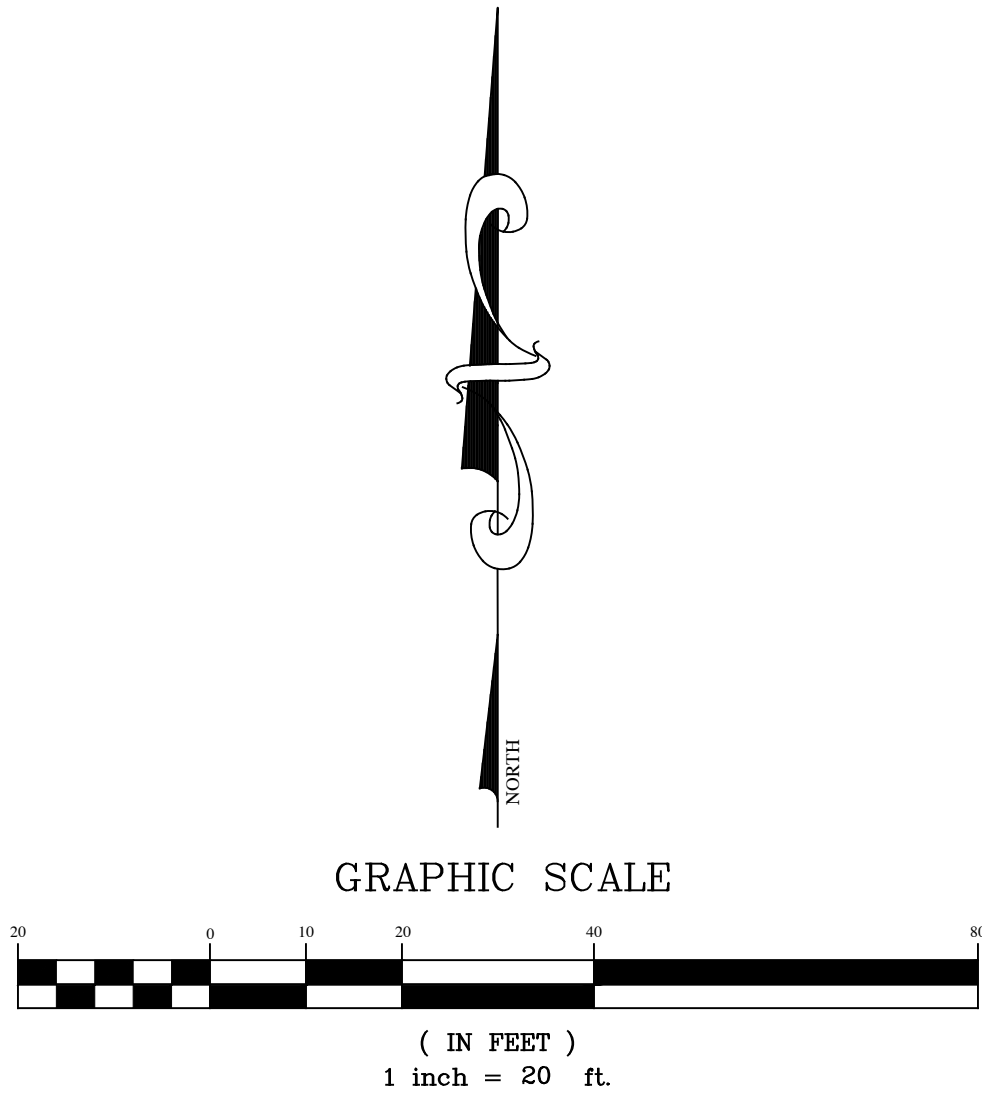
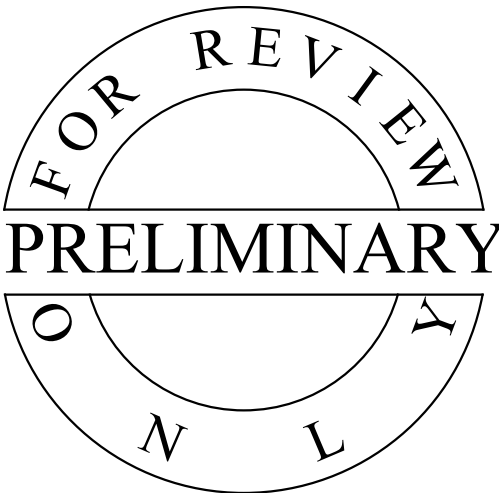
PRELIMINARY PLAT
LOT 1, IDDINGS BUCHHOLZ SUBDIVISION AS RECORDED
JULY 11, 2019 AS RECEPTION NO. 922781
CITY OF GLENWOOD SPRINGS, COUNTY OF GARFIELD, STATE OF COLORADO



VICINITY MAP
SCALE 1" = 2,000'

PROPERTY DESCRIPTION
LOT 1, IDDINGS BUCHHOLZ SUBDIVISION AS RECORDED JULY 11, 2019 AS RECEPTION NO. 922781.
COUNTY OF GARFIELD
STATE OF COLORADO

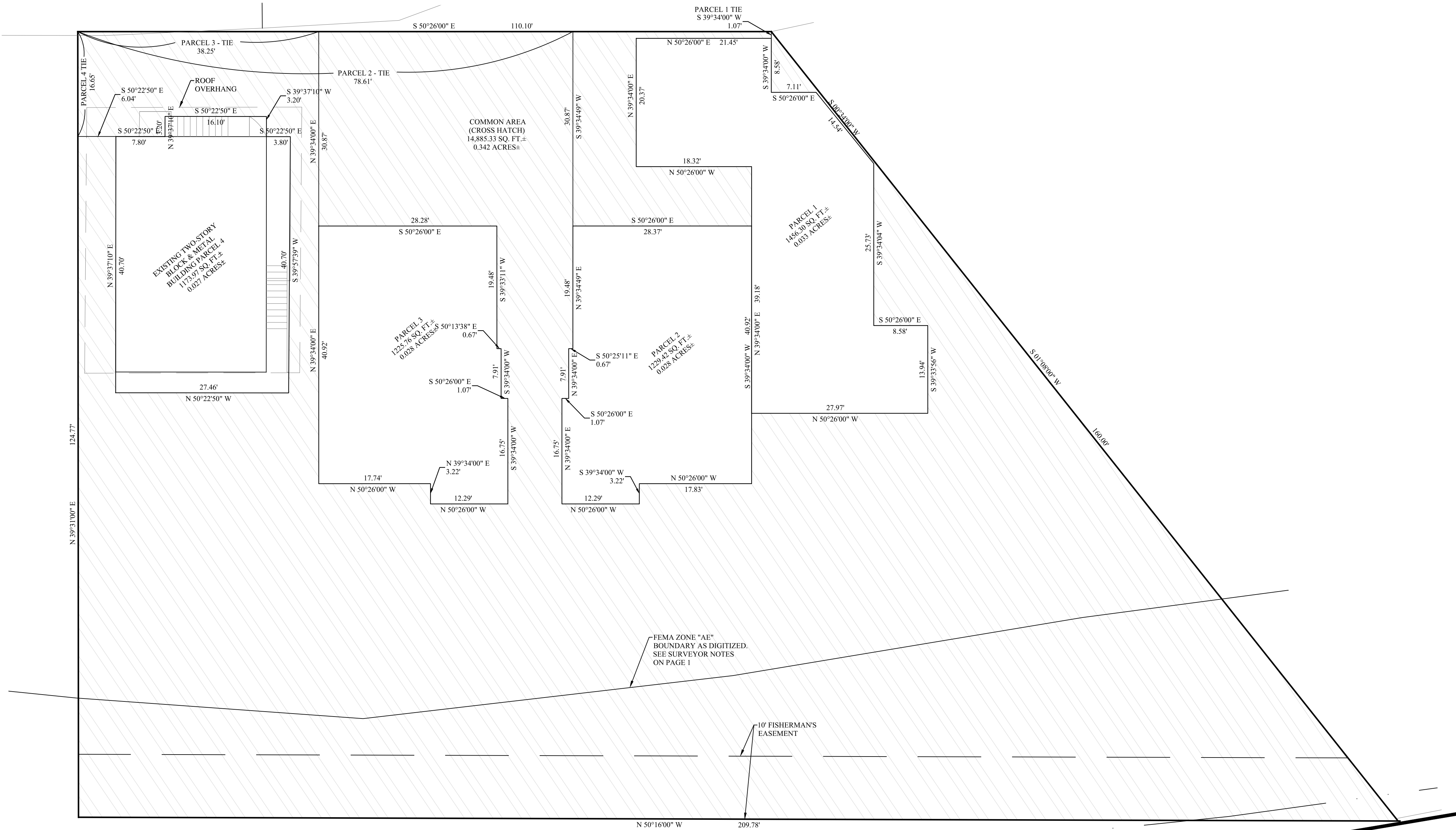
- NOTES:
- 1) THIS PROPERTY IS SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS, SETBACKS AND EASEMENTS OF RECORD, OR IN PLACE. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THEREFORE EXCEPTIONS TO TITLE THAT MAY AFFECT THE SUBJECT PROPERTY HAVE NOT BEEN RESEARCHED BY DRAKE CONSULTING, INC.
 - 2) THE DATE OF THIS SURVEY WAS JUNE 15, 2022.
 - 3) BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH LINE OF LOT 1, IDDINGS BUCHHOLZ SUBDIVISION AS RECORDED JULY 11, 2019 AS RECEPTION NO. 922781 IS A BEARING OF 50°25'48" BETWEEN THE NORTHWEST CORNER OF OF 1, A NO. 5 REBAR & 1.25" ILLEGIBLE PLASTIC CAP FOUND IN PLACE AND THE NORTHEAST CORNER OF LOT 1, A NO. 5 REBAR FOUND IN PLACE.
 - 4) UNITS OF MEASURE FOR ALL DIMENSIONS SHOWN HEREON IS U.S. SURVEY FEET.
 - 5) THIS SURVEY IS BASED ON THE IDDINGS BUCHHOLZ SUBDIVISION AS RECORDED JULY 11, 2019 AS RECEPTION NO. 922781 IN THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE AND CORNERS FOUND IN PLACE.
 - 6) ELEVATIONS ARE BASED ON THE SITE BENCHMARK AT THE NORTHEAST CORNER OF LOT 3 AS SHOWN ON THE IDDINGS BUCHHOLZ SUBDIVISION PLAT YIELDING AN ON-SITE ELEVATION OF 5835.29 ON A TBM AS SHOWN HEREON. CONTOUR INTERVAL, EQUALS 1 FOOT.
 - 7) A PORTION OF THIS PROPERTY IS LOCATED IN FEMA FLOOD ZONE "AE" AS SHOWN ON THIS SURVEY. THE FEMA MAP NUMBER 08045C1164E PANEL 1164 OF 2075 DATED (PRELIMINARY) OCTOBER 26, 2011 WAS DIGITIZED TO SHOW THE BASE FLOOD ELEVATION AND THE BOUNDARIES OF ZONE AE.



NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE 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 TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

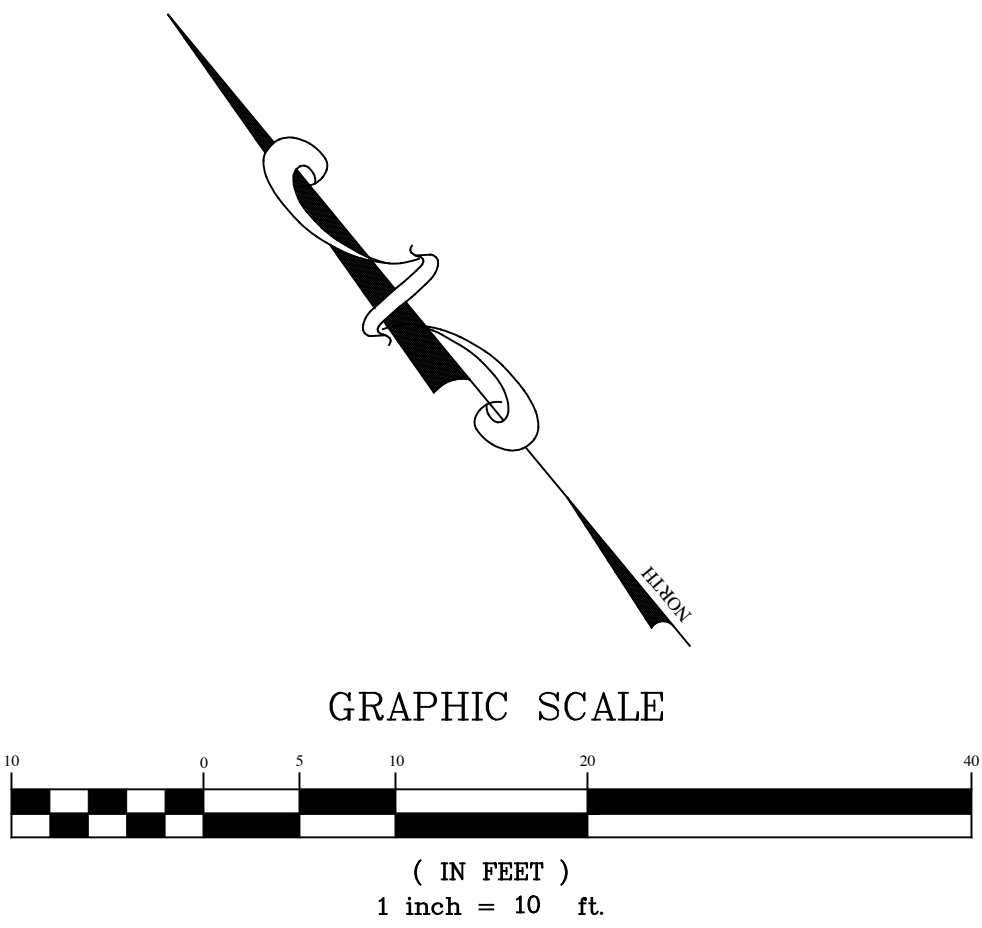
Drake Consulting, Inc. Land Surveying Phone 970-987-1389 Fax 970-360-1001 www.DrakeConsulting.CO	Drawn By:	JG	NO.	Date	Revision	By	PRELIMINARY PLAT 3381 SOUTH GRAND AVENUE GLENWOOD SPRINGS, CO 81601	Project NO. 22054
	Checked By:	TJK						
	Date:	08/28/2023						
	Computer File:	22054						
								1 OF 2

PRELIMINARY PLAT
LOT 1, IDDINGS BUCHHOLZ SUBDIVISION AS RECORDED
JULY 11, 2019 AS RECEPTION NO. 922781
CITY OF GLENWOOD SPRINGS, COUNTY OF GARFIELD, STATE OF COLORADO



PARCEL INFORMATION:

PARENT PARCEL: 19,970.78 SQ. FT.±
NEW PARCEL 1: 14,885.33 SQ. FT.±
NEW PARCEL 2: 12,294.43 SQ. FT.±
NEW PARCEL 3: 1,225.76 SQ. FT.±
NEW PARCEL 4: 1,173.97 SQ. FT.±
NEW COMMON AREA: 14,885.33 SQ. FT.±
NEW TOTAL: 19,970.78 SQ. FT.±



NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE 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 TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

Drake Consulting, Inc. Land Surveying Phone 970-987-1389 Fax 970-360-1001 www.DrakeConsulting.CO	Drawn By:	NO.	Date	Revision	By	PRELIMINARY PLAT 3381 SOUTH GRAND AVENUE GLENWOOD SPRINGS, CO 81601	Project NO.
	JG						22054
	Checked By:						
	TJK						
	Date:						
	08/28/2023						
	Computer File:						2 OF 2
	22054						

**DECLARATION FOR
3381 SOUTH GRAND
HOMEOWNERS ASSOCIATION**

DECLARATION FOR
3381 SOUTH GRAND HOMEOWNERS ASSOCIATION

THIS DECLARATION FOR 3381 SOUTH GRAND HOMEOWNERS ASSOCIATION is made and entered into this _____, day of _____ by _____ a Colorado limited liability company (the "Declarant").

Recitals

A. The community known as the 3381 South Grand Homeowners Association was created pursuant to the Declaration for 3381 South Grand Homeowners Association was recorded on _____ as Reception No. _____ in the Garfield County Records (the "Original Declaration").

B. Declarant is the owner of the real property located in Garfield County, State of Colorado identified on attached Exhibit A (the "Property"). The purpose of this Declaration is to create a residential planned community ("Project") pursuant to the Colorado Common Interest Ownership Act, Article 33.3, Title 38, Colorado Revised Statutes, as amended and supplemented from time to time ("Act") and other improvements located on the Property.

C. The Property is improved with four residential units (each a "Unit"). Each Unit is located on a "Lot". The Lots are further improved with parking spaces and driveways. The functions, activities, physical appearance and other features commonly associated with residential uses hereby are and shall be expressly permitted in the Community (defined below), as more particularly described, provided for and governed herein. No additional units may be established on the Property by subdivision of existing Units or otherwise.

D. This Declaration and the Association (defined below) were being formed to (1) provide for the operation, administration, use, and maintenance of certain common areas and other property as described herein below; (2) to preserve, protect, and enhance the values and amenities of such property; and (3) to promote the health, safety, and welfare of the members of the Association.

E. The Lots and Units are designated on the Plat. The Common Elements are also designated on the Plat.

F. In accordance with Section 118 of the Colorado Common Interest Ownership Act, the Declarant hereby submitted the Property and the Project to the provisions of the Act. In the event that the Act is repealed, the Act, on the effective date of this Declaration, shall remain applicable.

G. By this Declaration and the Plat, a plan is hereby established for the separate fee simple ownership of the Lots by the Owners as depicted in the Plat.

H. The Original Declaration is hereby amended by the Declarant in accordance with Section 13.3 of the Original Declaration.

NOW, THEREFORE, the Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, reservations, limitations, and obligations

shall be deemed to run with the land comprising the Property and the Community, and shall be a burden and a benefit to the Owners, their lenders, grantees, successors, heirs, executors, administrators, devisees, and assigns.

ARTICLE 1

General Purposes and Declaration

1.1 General Purposes. Declarant is the owner of certain real property described on Exhibit A, according to the Plat defined below. The real property, together with all improvements now or hereafter situated thereon, are hereinafter collectively referred to as the "Project." Declarant intends to develop the Project as a planned community under the name and style of "3381 SOUTH GRAND" pursuant to the provisions of the Colorado Common Interest Ownership Act, Section 38-33.3-101, et. seq. of the Colorado Revised Statutes, as it may be amended from time to time (the "Act"). The planned community hereby created is hereinafter referred to as the "Community". The Community shall contain a maximum of 4 (four) individual owned homes.

1.2 Declaration. For the purposes set forth above and herein, the Declarant for itself and its successors and assigns hereby declares that the Community and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, improved, altered, maintained and enjoyed subject to the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations, exceptions, easements, privileges, rights and other provisions hereinafter set forth, for the duration hereof, all of which are declared to be part of, pursuant to, and in furtherance of a common and general plan of development, improvement, enhancement, use, occupancy and enjoyment of the Community, and all of which shall run with the land and be binding upon and inure to the benefit of (i) the Community and every part thereof, (ii) Declarant and its successors and assigns, (iii) the Association and its successors and assigns, (iv) every Member of the Association, and (v) all Owners, Occupants and other Persons having or acquiring any right, title, or interest in or to the Community or any part thereof, including all improvements therein, and their respective heirs, personal representatives, successors and assigns.

ARTICLE 2

Definitions

When used in this Declaration, the following terms shall have the meanings hereinafter specified. If a term is not defined herein, it shall have the meaning ascribed to it in the Master Declaration. If a term is not defined herein, it shall have the meaning ascribed to it in the Act.

2.1 Allocated Interests. "Allocated Interests" means the Common Expenses liability and the votes in the Association allocated to each Lot/Unit, which interests are allocated as follows:

- (a) The Common Expenses liability allocated to each Unit as stated on attached Exhibit B. Such percentage is then multiplied by the Common Expenses or the Assessment in question to determine that Lot's share thereof. Common

Expenses liability of a Lot is determined without reference to the location, value or use of the Lot.

(b) One (1) vote in the Association is allocated to each Lot/Unit in the Community.

(c) If Units are added to or withdrawn from the Community or converted to Common Element, (i) the Common Expenses liability for each Unit shall be reallocated on the basis of a percentage in the same manner as set forth in paragraph 2.1 (a) above following the addition, withdrawal or conversion of such Units, and (ii) one vote in the Association shall continue to be allocated to each Unit in the Community following the addition, withdrawal or conversion of such Units.

The Allocated Interests for the Community are specifically set forth on Exhibit B attached hereto and made a part hereof by this reference.

2.2 Articles of Incorporation. "Articles of Incorporation" or "Articles" means the Articles of Incorporation of 3381 South Grand Homeowners Association, which have been or will be filed with the office of the Secretary of State of the State of Colorado, as the same may be amended from time to time.

2.3 Assessment. "Assessment" means a Regular Assessment, Special Assessment, or Reimbursement Assessment.

2.4 Association. "Association" means the 3381 South Grand Homeowners Association, a Colorado nonprofit corporation, its successors and assigns.

2.5 Board of Directors. "Board of Directors" or "Board" means the executive body of the Association.

2.6 Budget. "Budget" means a written itemized estimate of the Common Expenses to be incurred by the Association in performing its functions under this Declaration and adopted by the Board of Directors pursuant to Section 10.7 of this Declaration.

2.7 Building or Buildings. "Building" or "Buildings" means one or more of the townhome structures that may be constructed from time to time on the Property.

2.8 Bylaws. "Bylaws" means the Bylaws of the Association which have been or will be adopted by the Board of Directors of the Association, as the same may be amended from time to time.

2.9 Common Elements. "Common Elements" or "Common Area" means all of the Community except the Lots. The Common Elements shall be conveyed to the Association upon completion of construction of all Units, and shall include, but are not limited to:

- (a) All land designated as Common Area on the Plat, and all improvements, landscaping, fixtures and personal property thereon which may from time to time be owned by the Association, and all common lighting, common utilities (including without limitation the common water, sewer main, water main and storm drainage system), common access driveway, and water features within the Community; and
- (b) All easements created or reserved on the Plat, in this Declaration, or in any separate agreement, for the use and benefit of the Association.

2.10 Common Expenses. "Common Expenses" means any expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

2.11 Community. "Community" means the real property described as according to the Plat together with all improvements and other amenities now or hereafter located thereon, and together with all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto.

2.12 Declaration. "Declaration" means this Declaration for 3381 South Grand, as it may be amended from time to time.

2.13 Governing Documents. "Governing Documents" means the Declaration, the Articles, the Bylaws, the Rules, the Design Guidelines, the CCIOA Policies and the Construction Rules.

2.14 Lot. "Lot" means each of the Lots identified as Section: 22 Township: 6 Range: 89 Subdivision: IDdings BUCHHOLZ SUBDIVISION Lot: 1 AS PER PLAT RECEPTION NO. 922781 19962 SQ FT

2.15 Member. "Member" means each Unit Owner, including the Successor Declarant. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit.

2.16 Occupant. "Occupant" means any person who is a tenant in a Unit pursuant to a lease with the Owner thereof, or any person who is present within the Community as a family member, guest or invitee of an Owner, an Occupant, or the Association.

2.17 Owner. "Owner" means the Person, including Declarant, or, if more than one, all Persons collectively, who hold fee simple title of record to a Lot, including sellers under executory contracts of sale and excluding buyers thereunder. The term "Owner" shall be analogous to the term "Unit Owner", as that term is defined in the Act.

2.18 Party Wall. "Party Wall" means any common wall adjoining two or more Units and shall be deemed to include the roofing underlying the portion of the roof over, and the utility lines within a common wall.

2.19 Person. "Person" means a natural person, a corporation, a partnership, a limited liability company, an association, a trust, or any other entity or any combination thereof.

2.20 Plat. "Plat" means the amended parcel 218522318001 at 3381 South Grand Avenue Glenwood Springs, CO 81601

2.21 Regular Assessment. "Regular Assessment" means a charge against each Owner and the Owner's Unit for purposes of covering the annual costs of operating and administering the Association and all other Common Expenses. Regular Assessments are based on a Budget adopted by the Board of Directors in accordance with Section 10.7 below, and are allocated to the Units in accordance with the Allocated Interests.

2.22 Reimbursement Assessment. "Reimbursement Assessment" means a charge against a particular Owner and the Owner's Lot or Unit for the purpose of reimbursing the Association for costs and expenses incurred by the Association in connection with the enforcement of any provision hereof or the remedying of any violation by the Owner or an Occupant of this Declaration or any amendment hereto, the Articles, Bylaws, or Rules and Regulations, or for purposes set forth in the Declaration, pursuant to Section 10.9 hereof, together with late charges and interest as provided for herein. Reimbursement Assessments shall include, without limitation, any Common Expense caused by the misconduct of any Unit Owner or of such Owner's Occupants.

2.23 Rules and Regulations. "Rules and Regulations" means such rules and regulations as may be adopted from time to time by the Board of Directors, as provided in Section 7.3 of this Declaration.

2.24 Special Assessment. "Special Assessment" means a charge against each Owner and the Owner's Lot/Unit for purposes of reimbursing the Association for costs and expenses incurred or to be incurred by the Association for the purpose of paying for the construction, reconstruction, repair or replacement of capital improvements within the Community, the costs of which were not included in a Regular Assessment, or for excess reconstruction costs or other extraordinary expenses, or for funding any operating deficit of the Association, as authorized by the Board of Directors from time to time as provided herein.

2.25 Unit. "Unit" means each of the Units identified on Exhibit B of the 3381 South Grand as depicted and described on the Plat.

ARTICLE 3

General Provisions and Restrictions Applicable to the Community

3.1 Intent of Declaration. It is the intention of Declarant to establish and impose a common and general plan for the improvement, development, use and occupancy of the Community, all in order to enhance the value, desirability, and attractiveness of the Community and to promote the marketing, development and enjoyment thereof. Accordingly, Declarant hereby declares that the entire Community shall be owned, held, used occupied, improved, altered, maintained, conveyed, leased, encumbered and enjoyed subject to the covenants,

conditions, restrictions, reservations, easements, rights and other provisions contained in this Declaration.

3.2 Description of a Lot/Unit. Every contract for sale, deed, lease, security interest and every other legal document or instrument shall legally describe a Lot as follows:

Lot/Unit _____, 3381 S Grand, according to the Declaration for 3381 South Grand Homeowners, recorded as Reception No. _____ on _____, 2023 and according to the Plat recorded as Reception No. _____ recorded on _____, in the Office of the Clerk and Recorder of Garfield County, Colorado.

Such description shall be legally sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect the Lot, the Unit and its appurtenances, including all improvements thereon, and to incorporate all of the rights, interests, obligations, restrictions and burdens appurtenant or incident to ownership of a Lot and the associated Unit as set forth in this Declaration and the Plat. Each such description shall be construed to include a non-exclusive easement over the Common Elements for appropriate ingress and egress to and from each Unit, and a non-exclusive right to use and enjoy the Common Elements subject to all applicable provisions of this Declaration.

3.3 Unit Boundaries. The Lot lines shown on the Plat shall be the perimeter boundaries of the Lots. The Unit lines shown on the Plat shall be the perimeter boundaries of the Units and the buildings within which the Units are located ("Building"). Where two Units share a common wall, the common wall shall be deemed divided equally in half vertically through its center, and each half shall be deemed a part of and owned by the Unit adjacent to that half of the common wall. Units shall not be deemed to have an uppermost horizontal boundary or a lowermost horizontal boundary.

3.4 No Partition or Subdivision. Common Elements shall be owned by the Association as herein provided and shall remain undivided, and no Owner or other Person shall bring any action for partition or division of the Common Elements. Similarly no action shall be brought for the subdivision or physical partition of a Unit or the improvements thereon between or among the Owners thereof.

3.5 Separate Assessment. Declarant shall give written notice to the Assessor of Garfield County, Colorado requesting that the Lots be separately assessed and taxed and that the total value of the Common Elements be assessed and taxed proportionately in accordance with the allocated Common Expense liability of each Lot/Unit. After this Declaration has been recorded in the Project records of Garfield County, Colorado, Declarant shall deliver a copy of this Declaration as recorded to the Assessor of Garfield County, Colorado.

3.6 Mechanic's Liens.

(a) If any Owner shall cause or permit any material to be furnished to such Owner's Unit or any labor or services to be performed thereon, no Owner of any other

Lot or Unit shall be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done and such Owner shall be solely responsible to contractors, laborers, materialmen and other Persons furnishing labor, services or materials to such Owner's Unit. Nothing herein contained shall authorize any Owner or any Person dealing through, with or under any Owner to charge the Common Elements or any Unit other than that of such Owner with any mechanic's or materialmen's lien or other lien or encumbrance whatsoever. Notice is hereby given that the right and power to charge any lien or encumbrance of any kind against the Common Elements or against any Owner or any Owner's Unit for work done or materials furnished to any other Owner's Unit is hereby expressly denied.

(b) If, because of any act or omission of any Owner, any mechanic's or materialmen's lien or other lien or order for the payment of money shall be filed against any of the Common Elements or against any other Owner's Lot or Unit or against any other Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose or which act or omission forms the basis for such lien or order shall, at such Owner's own cost and expense, cause such lien or order to be canceled or bonded over in an amount and by a surety company reasonably acceptable to the party or parties affected by such lien or order within twenty (20) days after the filing thereof, and further such Owner shall indemnify and save harmless all such parties affected from and against any and all costs, expenses, claims, losses or damages, including reasonable attorneys' fees resulting therefrom.

3.7 Additions, Alterations or Improvements. No additions, alterations, changes or improvements shall be constructed, made, done or permitted to any Lot or Unit by any Owner, Occupant, or employee or agent thereof, without the prior written approval of the Board of Directors. Without limiting the generality of the foregoing, the restrictions shall apply to and include (i) alteration or change of any structural elements of a Unit, including the roof, (ii) painting or other alteration or change of the exterior of a Unit, including doors and windows, or (iii) addition, alteration, change or removal of any landscaping, parking or hardscape utilized in any landscaping within a Lot. The foregoing restrictions shall not apply to nonstructural additions, alterations, changes or improvements to the interior of a Unit, that are not visible from outside the Unit, and that are in compliance with all applicable laws, ordinances, regulations and codes. Except for alterations to the Lots which have received the prior written approval of the Board of Directors of the Association, no Owner or Occupant shall have any right to alter, change or improve in any way the Lots or any part thereof.

If an Owner applies for approval to modify the exterior of a Unit, the Board of Directors shall exercise its best judgment to the end that all modifications conform to and harmonize with neighboring structures. The Board of Directors shall have the absolute right to deny any requested changes which the Board of Directors reasonably determines do not conform to and harmonize with neighboring structures.

3-8 Maintenance and Party Walls. In order to maintain a uniform appearance and a high standard of maintenance within the Community, the Association shall maintain the exterior areas, as more fully set forth below.

- (a) **Association Maintenance Responsibilities.** The Association shall be responsible for (i) maintaining and repairing the structural elements and roofs of all Buildings, (ii) landscaping and maintaining the landscaping on the Lots and the Common and the exterior of the Community and the Buildings, (iii) maintaining (including snowplowing), repairing, and altering and improving when necessary or desirable, all Common Elements, including without limitation fire sprinkler systems, landscaping, irrigation and drainage systems, sewer system, storm drainage system, water features, streets, roads, driveways, parking areas, sidewalks, walkways, pathways, and common lighting and utilities, (iv) maintaining and repairing common utility lines within Units, including the utilities located within the Utility and Fire Suppression Easement, and (v) maintaining, repairing, improving, painting, staining or other resurfacing when necessary of the exterior portions of all Buildings and Units, including the exterior doors, garage doors windows, decks, balconies, porches, planters and patios of the Units located on the Lots. No individual Unit Owner shall have any right to do any of such things without the express prior written consent of the Board of Directors. The Association shall have the sole discretion to determine the time and manner in which the above-described maintenance and improvements shall be performed, as well as the color or type of materials used.

If the need for such maintenance or repair results from the willful or negligent act of or from damage or destruction caused by an Owner or Occupant, the Board of Directors shall have the right to perform such maintenance or repair and to levy and collect a Reimbursement Assessment upon the Owner and the Owner's Lot for the costs and expenses incurred by the Association in connection therewith. The costs of maintenance and repair of improvements located on the Lots, other than the Units shall be charged to the Owners of such Lots.

- (b) **Owner Maintenance Responsibilities.** Each Owner shall be responsible for maintaining, repairing and improving as necessary all interior elements and features of the Owner's Unit including interior non-supporting walls, ceilings, floors, improvements, fixtures, equipment, appliances and appurtenances, and for replacing broken window panes. Each Owner shall also be responsible for the installation, maintenance, repair and replacement of such Unit's garage door opener. In addition, each Owner shall be responsible for any damage to other Unit or Common Elements resulting from the Owner's failure to perform or negligent performance of the Owner's maintenance and repair responsibilities as set forth herein. Each Owner shall perform the Owner's maintenance and repair responsibilities in such manner as shall not unreasonably disturb or interfere with other Owners or Occupants.

If an Owner fails to perform any such maintenance or repair obligations within 30 days following receipt of a written notice from the Board of Directors requesting the same, the Board of Directors shall have the right to enter upon the Unit of the Owner to perform such obligations on the Owner's behalf and to levy and collect a Reimbursement Assessment upon the Owner and the Owner's Unit for the costs and expenses incurred by the Association in connection therewith.

- (c) **Maintenance Contract.** The Association or Board may employ or contract for the services of an individual or maintenance company to perform certain delegated powers, functions, or duties of the Association to maintain the Common Area and the exterior areas of the Lots as defined and described herein. The employed individual or maintenance company shall have the authority to make expenditures upon prior approval and direction of the Board. The Board shall not be liable for any omission or improper exercise by the employed individual or maintenance company of any duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

(d) **Party Walls.**

- a. The cost of reasonable repair and maintenance of a Party Wall shall be a joint expense of the Owners of the Units sharing such Party Wall and each such Owner shall have a perpetual easement in and to that part of the Property on which the Party Wall is located, for Party Wall purposes, including maintenance, repair, and inspections. No Owner shall alter or change the Party Wall in any manner, interior decoration excepted, and the Party Wall shall always remain in the same location as when erected.
- b. In the event of damage or destruction of a Party Wall from any cause, other than the negligence or willful misconduct of an Owner, then the Owners of the Units sharing such Party Wall shall bear equally the expense to repair or rebuild said wall to its previous condition, which specifically includes the previous sound transmission coefficient, and such Owners, their successors and assigns shall have the right of to the full use of said wall so repaired and rebuilt, If an Owner's negligence or willful misconduct shall cause damage to or destruction of said wall, such negligent party shall bear the cost of repair and reconstruction to the extent such Owner's negligence caused such damage.
- c. The Association and each of the Owner's sharing a Party Wall shall have the right to break through the Party Wall for the purpose of repairing or restoring sewage, water, utilities, and structural components, subject to the obligation to restore said wall to its previous structural condition, which specifically includes the previous sound transmission coefficient, and the payment to the adjoining Owner of any damage caused thereby. Adjoining Owners shall have the right to make use of the Party Wall provided such use shall not impair the structural support or the sound transmission coefficient of the Party Wall.

- d. Declarant hereby grants to the Association and the Board and their respective representatives a nonexclusive easement to enter upon and use the Property on which a Party Wall is located as may be necessary or appropriate to perform the duties and functions which they may be obligated or permitted to perform under this Declaration.
- (e) **Standard of Care.** The Association and the individual Unit Owners shall each use a reasonable standard of care in performing their respective maintenance, repair and upkeep responsibilities so that the entire Community will reflect a pride of ownership. All repairs and replacements within the Community shall be substantially similar to the original construction and craftsmanship and shall be of first-class quality.
- (f) **Emergency Maintenance and Repair.** Notwithstanding any other provisions of this Section 3.8, in the event of an emergency or the sudden occurrence of unanticipated conditions which threaten the health, safety or physical well-being of persons or property within the Community, the Board of Directors shall have the authority (without any notice being required) to take whatever remedial action and to undertake such maintenance, repairs and improvements as may be necessary anywhere in the Community to protect persons and property.
- (g) **Maintenance Easements.** The Association and the Board of Directors and their respective agents, employees and contractors are hereby granted perpetual, non-exclusive easements to enter the Units and upon the Lots as may be necessary or appropriate to perform the maintenance, repair and improvement responsibilities and rights described in this Section 3.8.

3.9 Compliance with Laws. No Owner or Occupant shall do any act or cause or permit anything to be done or kept in its Unit, on its Lot, or any Common Elements which would be in violation of any federal, state, city or other law, ordinance, regulation or code of any governmental body having jurisdiction, or of any rule or regulation promulgated by the Association, or of any provision of this Declaration, or which would result in the increase of, or cancellation of, insurance maintained by the Association.

3.10 Residential Use. Each Unit shall be occupied and used only for single-family residential purposes. No business, professional or other non-residential or commercial use shall be made of any Unit or conducted in any Unit, excepting in-home businesses or occupations which do not involve employees other than Owners, the solicitation or invitation of the general public, or the services of customers, and which activities are conducted entirely within the Unit and do not cause any additional traffic or parking within the Community or otherwise create a nuisance for neighboring Units or the Community.

3.11 Unsuitability. Decks, patios, balconies, porches, and Lots shall not be used for storage of personal property of any kind, and nothing shall be placed on or in windows or doors or otherwise on the exterior of Units which create an unsightly appearance. Sporting equipment (e.g.,

skis, snowboards, bikes, mountain bikes, kayaks, children's toys, etc.), must be stored completely inside the Unit and shall not be allowed to remain outside except when in actual use. No laundry or wash shall be dried or hung outside anywhere within the Community.

3.12 Association Landscaping & Fencing. All landscaping on the Lots and within the Community shall be the responsibility of the Association, and no Owner or Occupant shall perform any landscaping activities within the Community (including without limitation the planting, grooming or removal of grass, trees, bushes or other vegetation, or the planting or tending of gardens) without the express prior written approval of the Board of Directors. Fences are not allowed unless permission to install a fence is approved in writing by the Board of Directors prior to installation.

3.13 Right of Entry. During reasonable hours and upon reasonable notice to the Owner or Occupant of a Unit, any member of the Board of Directors, and any authorized representative thereof, shall have the right to enter upon and inspect any Unit, except for any Unit that is in fact occupied (which shall require the permission of the occupant except in the case of emergency, as provided in Section 5.4 below), for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with and such individuals shall not be deemed guilty of trespass by reason of such entry.

3.14 Insurance Risks. No Lot or Unit may be used for any use which would constitute an unusual fire hazard, would result in jeopardizing any insurance maintained on any part of the Community or would result in any increase in the premium for that insurance.

3.15 Nuisance. No Unit, Common Element or Lot may be used for any use (i) constituting a public or private nuisance; (ii) consisting of the manufacture of any product; or (iii) which causes undue odor, noise, vibration or glare, including, without limitation, the use of any equipment or machine. No audio system in a Unit or on a Lot may be operated in a manner that is audible from within any other Unit or Lot.

3.16 Parking.

(a) All vehicles and motorcycles must be parked in the Unit's garage or in the space(s) located immediately outside of the garage.

(b) While the Association may have access to parking spaces in a parking lot in the Community or adjacent to the Community, such parking spaces will not allow overnight parking without the prior approval from the Board or the Managing Agent. All vehicles parked overnight in any Community parking lot must display a signed placard with the dates such parking is allowed signed by the Managing Agent or a member of the Board. The Association may promulgate additional parking rules as it determines necessary.

(c) It is prohibited to park inoperable vehicles, RV, trailers, vehicles over seven feet in height or over 22 feet in length outside of a Unit garage.

(d) Up to four (4) parking spaces in the Community parking lot are dedicated and reserved for the use of the Units in accordance with the rules and regulations, if any, adopted by the Association regarding the use of such parking spaces.

3-17 Signs and Exterior Decorations. No signs of any kind shall be displayed to the public view on or from any portion of a Unit or Lot without first obtaining the written approval of the Board. The size, number, design and location of such signs requiring approval shall be approved by the Board. No exterior decorations that are visible for public view from outside the Unit will be allowed without first obtaining the written approval of the Board. American flags and service flags are allowed to the extent provided by Colorado and federal law, however, the Board may adopt reasonable rules and regulations regarding the size and manner of display of flags.

3.18 Overloading. A Unit may not be used for any use beyond the maximum loads the floors of the Project are designed to carry and no apparatus, equipment, fixtures or other property of any nature may be located within the Unit if the same, singularly or in the aggregate, would violate the maximum loads that the structural flooring in the Project is designed to support.

3.19 Animals and Pets. No animals, livestock, insects, rodents, poultry, reptiles, birds or other pets may be kept within the Lots, Units or Common Elements, except that a Unit Owner may have up to two (2) dogs and/or cats. No pet may be kept, bred or maintained for any commercial purposes unless such Unit is operated as a pet store. No pet may be kept or maintained on any Lot, balcony or patio. If a pet becomes obnoxious to any other Owner, its tenants or their respective invitees, the Owner or the person having control (or lack thereof) over the animal will be given a written notice to correct the problem by the Association. If such problem is not corrected, the Owner, upon written notice from the Association, may be required to remove the animal from the Project permanently. The Owner, Owner's tenants or invitees having control over the pet are responsible for cleaning up after the pet and will hold the Association harmless from any liability, claim, damage, cost or expense resulting from any action or inaction of their pet. Any time a pet is outside the Unit, on the Lot, or on a Common Element, it must be accompanied by its Owner, Owner's tenant or invitee, and on a leash and otherwise under control. The Association Rules and Regulations shall further describe pet restrictions.

3.20 Trash. No trash, ashes, building materials, firewood or other unsightly items should be thrown, dumped or stored on the Project, except as designated by the Association. There shall be no burning or other disposal of refuse out of doors. Each Owner shall use the trash receptacle provided to such Owner for the temporary storage of refuse within the Unit or the Unit's garage. The Association shall arrange for trash pick-up for the entire Community. Trash receptacles may only be placed outside on the day designated or arranged by the Association for trash removal between the hours of 6 a.m. and 7 p.m.

3.21 Design Guidelines and Construction Rules and Regulations. All Owners and contractors shall comply with the design guidelines and construction-related rules and regulations regulating any construction activities adopted by the Board of Directors. Such regulations may affect, without limitation, the following: trash and debris removal; restoration of damaged property; conduct and behavior of contractors, subcontractors and Owners' representatives on the Project at any time; fire protection; completion and compliance deposit; schedule; inspection(s); and reimbursement to the Association for professional fees related to approval of any construction activities, as deemed reasonably necessary by the Board.

3.22 Antennae. Except for equipment within easements authorized herein below, above, no exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be permitted outside any Unit or on a Lot without first obtaining the written consent of the Board. The Association may install one or more exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device for the Community.

3.23 Outside Burning. There shall be no exterior fires, including barbecues, without prior written approval of the Board. No Owner shall permit any condition upon a Unit or Lot which creates a fire hazard or is in violation of fire prevention regulations.

3.24 Leasing. If an Owner leases a Unit, the Owner shall be liable for any violation of the Association Documents committed by the Owner's tenant. The Owner shall have the right to obtain reimbursement from the tenant for any sums paid by the Owner on behalf of the tenant. Any lease of a Unit must be in writing and must state that it is subject to the requirements of the Association Documents. Any lease of a Unit must contain compatible use and activity restrictions as are provided for in the Association Documents.

3.25 Window Coverings; Windows and Glass Doors. The back or window-side of all window coverings consisting of drapes, curtains and blinds must be backed with a dark brown, taupe, dark-grey or black material. The material must be a solid color, no patterns are permitted. Each Unit shall have interior window coverings at all times. Each Owner shall maintain, repair and replace, at such Owner's sole cost and expense, window coverings in accordance with the Rules and Regulations. No exterior windows or glass doors within the Units may have any reflective or tinted substance placed on them. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door, and all glass doors must be approved by the Board in writing prior to installation.

3.26 Recreational Equipment. No bicycles, tricycles, skateboards, roller blades or other types of wheeled, non-motorized vehicles, skis, ski boots and ski equipment (collectively, the "Equipment") may be left on or placed on any Common Element or on the Lot. All Equipment must be stored within a Unit.

3.27 Barbecue Grills. No grills of any kind may be on balconies or any of the Common Elements. Unit Owners may place propane or gas grills on exterior ground level patios or decks. No charcoal grills are permitted.

3.28 Prohibition on Marijuana. It is prohibited to smoke, sell, grow, or manufacture marijuana, cannabis and/or products derived therefrom for the purposes of medicinal or recreational use in the Community. The provisions of this paragraph shall not ever be amended without the written consent of Declarant and without regard to whether the Declarant owns any portion of the Property at the time of the amendment.

3.29 Use of Patios. It is prohibited to use patios and/or decks as outside storage. Only appropriate exterior furniture and approved grills may be located thereon.

3.30 Use of Crawl Space. No Owner shall allow any change to a crawl space unless such change has been approved in writing by the Board prior to such change. The Owners acknowledge that the Utility and Fire Suppression Easement is accessed through the crawl space. No Owner shall allow any obstruction of access to the Utility and Fire Suppression Easement. Crawl spaces may be only used for storage of non-hazardous materials.

3.31 Health, Safety and Welfare, Rules and Regulations. In the event any uses, occupancies, activities, and facilities within the Community are deemed by the Board of Directors to be an unreasonable annoyance or nuisance, or to adversely affect the health, safety or welfare of Owners or Occupants, the Board of Directors may adopt reasonable Rules and Regulations of general application in order to appropriately restrict and regulate such uses, occupancies, activities or facilities within the Community. Such Rules and Regulations shall be consistent with the purposes and provisions of this Declaration.

ARTICLE 4

Declarant's Reserved Rights

4.1 Declarant's Rights. Declarant hereby expressly reserves to itself and its successors and assigns the following described rights, which include development rights and special Declarant rights, any one or more of which rights may be exercised, in the sole and absolute discretion of Declarant, at any time and from time to time during the period commencing upon the recording of this Declaration in the County and ending on the date of termination of such rights established under Section 4.3 below. It is expressly understood that Declarant shall not be obligated to exercise any one of these reserved rights.

Except as limited by this Article 4, such reserved rights may be exercised upon or in connection with all or any portion of the Community described on attached Exhibit A. Such rights may be exercised with respect to different parcels of the Project at different times, and in connection therewith Declarant hereby states that (i) no assurances are made regarding the boundaries of the different Lots or Units or with respect to the order in which such Lots or Units may be subjected to the exercise of these reserved rights, even if a reference to a phase or phasing appears in a legal description, Plat, P.U.D. Agreement or other agreement relating to the

Project, and (ii) if a particular reserved right is exercised in any portion of the Project subject to that reserved right, that reserved right is not required to be exercised in all or any portion of the remainder of that Project.

The reserved rights hereinafter set forth may not be amended, modified, terminated or otherwise altered in any way without the express prior written consent of Declarant. All conveyances of Units and other portions of the Community hereafter made, whether by Declarant or otherwise, shall be deemed and construed to reserve to Declarant and/or to grant to Declarant all of the rights reserved by and to Declarant in this Article 4, even though no specific reference to such rights appears in the conveyancing instruments. Nothing in this Article 4 shall limit or impair any legal rights that Declarant may have independent of these reserved rights, or any other rights granted or reserved to Declarant by other provisions of this Declaration.

The following rights are hereby reserved to Declarant and its successors and assigns:

- (a) *Completion of Improvements.* The right throughout the Community to complete (and perform warranty work on) improvements indicated on the Plat, as may be amended from time to time, including the Units. Furthermore, the right to construct and complete improvements required by the terms of the Final Plat Agreement recorded _____ as Reception No. _____ in the Office of the Clerk and Recorder of Garfield County, Colorado, as the Agreement may be amended from time to time. Furthermore, the right to create, grant and/or use and enjoy additional non-exclusive easements, and to relocate existing platted easements, upon or across any portion of the Community except Units, as may be reasonably required for the completion by Declarant of the above-described improvements or the effective exercise by Declarant of any of the other reserved rights described in this Article 4.
- (b) *Sales, Marketing and Management.* The right to construct, locate or operate, and to maintain upon, and to remove from, any portion of the Community (including Lots or Units) owned by Declarant, and/or the Common Elements, in the discretion of Declarant, and in such number, size and location as may be reasonably required by Declarant in connection with the completion of improvements, the management of the development, and/or the promotion, marketing, sale or rental of Lots or Units, the following:
 - (i) Sales offices, management offices and/or construction offices, and structures containing or relating to the same. Such offices to the extent they are not situated upon a Lot or in a Unit, are hereby declared to be personal property and shall in any case be removable by Declarant or its successors or assigns promptly upon the Declarant or its successors or assigns ceasing to be a Unit Owner.
 - (ii) Signs identifying and advertising the Community and the Lots/Units therein, or relating to development or construction thereon.

- (iii) Model Units.
 - (iv) Parking areas and facilities, and lighting, necessary or desirable in the marketing of the Community and the Lots/Units to prospective Owners.
 - (v) Employees in offices; equipment, vehicles; and marketing and construction materials together with the right to attract, invite or bring prospective purchasers of Lots/Units into the Community at all times.
- (c) *Merger.* The right to merge or consolidate the Community with another common interest community of the same form of ownership.
 - (d) *Declarant Control of Association.* The right to appoint or remove any member of the Board of Directors or officer of the Association, as more specifically set forth in Section 7.6 below, but only for and during the "Period of Declarant Control of Association" as defined in Section 7.6.
 - (e) *Withdrawal Rights and Procedures.* The right at any time and from time to time to withdraw from the Community any Declarant owned Lots/Units or Common Elements.

Withdrawal shall be accomplished by the recording by Declarant of an amendment to this Declaration and an amendment to the Plat. Upon the recording of such amendments, the withdrawn Lots/Units and/or Common Elements shall no longer be part of the Community or subject to this Declaration in any way.

Each Declarant owned Lot/Unit, and each Declarant owned Common Element, is hereby described and declared to be a separate portion of Project that is subject to this right of withdrawal, and Declarant expressly reserves the right to withdraw one or more Declarant owned Units and/or all or a portion of any Declarant owned Common Element from the Community, and to vacate any platted easements thereon. Once a Lot/Unit has been conveyed to a Unit Owner other than Declarant, that portion of the Project is no longer subject to this right of withdrawal. Likewise, once a Common Element has been conveyed to the Association, that portion of the Project is no longer subject to this right of withdrawal.

The withdrawn property shall be subject to whatever easements, if any, may be essential for access or utility service to, or operation or management or use or enjoyment of, the Community or any part thereof. Similarly, the owner(s) of the withdrawn property shall have whatever easements, if any, are reasonably necessary for access or utility service to or for use or enjoyment of the withdrawn property over and across the Common Elements within the Community. At the time any withdrawal of Project is accomplished, Declarant shall record whatever documents are necessary to establish such reciprocal easements in the Garfield County records.

In the event any real property is withdrawn from the Community as provided herein, the definitions used in this Declaration shall be automatically contracted to encompass and refer to the Community as contracted, e.g., "Community" shall mean the real property described herein minus any real property withdrawn therefrom; similarly, "Common Elements", "Lots", and "Units" shall mean and include those areas as described herein less those so designated on any amendment to a Declaration or Plat relating to any real property which is withdrawn pursuant to this Article 4. References to this Declaration shall mean this Declaration as so amended.

The recording of amendments to the Declaration and Plat which reallocate the allocated Interests in the Community shall automatically:

- (i) Vest in each existing Unit Owner the reallocated Allocated Interests appurtenant to the Owner's Lot and Unit; and
 - (ii) Vest in each existing Mortgagee a perfected security interest in the reallocated Allocated Interests appurtenant to the encumbered Lot or Unit.
- (f) *Other Reserved Development Rights.* The right with respect to all or any Declarant owned portion of the Community (including the Units) to (a) create Common Elements; (b) create additional Lots and Units; (c) subdivide Lots and Units as set forth in Section 4.7 above; (d) combine Units; (e) convert Lots or Units or portions of Lots or Units into Common Elements; and (f) convert Common Elements or portions of Common Elements into Lots/Units.

4.2 Transfer of Declarant's Reserved Rights. Any one or more rights created or reserved under this Article 4 for the benefit of Declarant, specifically including without limitation the right to subdivide a Lot, Unit and Common Elements and to record a Reallocation Amendment in connection therewith, may be transferred to any Person by an instrument describing the right or rights transferred and recorded in Garfield County. Such instrument shall be executed by the transferor Declarant and the transferee. The provisions of Section 38-33.3-304 of the Act shall apply to any transfer of Declarant's reserved rights.

4.3 Termination of Declarant's Reserved Rights. With the exception of Declarant's right to appoint or remove Executive Board members and officers of the Association, which is addressed in Section 7.6 below, the rights reserved to Declarant in this Article 4 shall automatically terminate and expire upon the first to occur of (i) the date which is thirty (30) years after the recording of this Declaration, or (ii) Declarant's relinquishment and surrender of such rights by recorded instrument. Declarant may from time to time relinquish and surrender one or more but less than all of the reserved rights, in which event the unrelinquished reserved rights shall remain fully valid and effective for the remainder of the term thereof. The Association may extend the time period for exercise of a development right, or reinstate a lapsed development right, subject to whatever terms, conditions and limitations the Association may impose on the subsequent exercise of the development right. The extension or renewal of a development right and any terms, conditions and limitations shall

be included in an amendment executed by Declarant or the owner of the real estate subject to the development right and the Association.

ARTICLE 5

Easements

5.1 Easements for Incidental Encroachments. If any portion of a Building encroaches upon a Common Element, including any future encroachments arising or resulting from the repair or reconstruction of a Building subsequent to its damage, destruction or condemnation, a valid easement on the surface and for subsurface support below such surface and for the maintenance of same, so long as it stands, shall and does exist for such incidental encroachment. In addition, there is hereby created, granted and reserved to each Owner a non-exclusive easement over, upon and beneath the Common Elements and the Units of other Owners for the horizontal and lateral support of each Owner's Unit.

5.2 Association Utility Easement over Common Elements. There is hereby created, granted and reserved to the Association, its agents, employees, service providers, and assigns a perpetual, non-exclusive easement over, across, upon and under the Common Elements for construction, installation, operation, maintenance, repair, removal and replacement of utilities and utility lines, pipes, wires, circuits, conduits, meters, fire sprinkler systems, facilities and systems for the benefit of the Community or any part thereof, including but not limited to water, sewer, gas, telephone, electricity, cable TV and other common TV and communication systems, if any, together with an easement for access, ingress and egress to accomplish such purposes. The Association or other Person exercising such utility easement rights shall be obligated to restore, reseed, replant and re-landscape the surface of any disturbed area to as close to its original condition as possible, as promptly as possible following completion of any utility work.

5.3 Association Common Utility Easement within Lots and Units. There is hereby created, granted and reserved to the Association, its agents, employees, service providers, and assigns a perpetual, non-exclusive easement along the course of all utility lines (including lines for the master fire sprinkler system in each building) that may exist from time to time within the Lots and Units and that serve more than one Lot or Unit, for the operation, maintenance, repair, removal and replacement of such common utility lines, together with an easement for access, ingress and egress over the Lots and Units to accomplish such purposes. The Association or other Person or entity exercising such utility easement rights shall be obligated to repair any damage occasioned by the exercise of such rights.

5.4 Association Administrative Easement over Common Elements. There is hereby created, granted and reserved to the Association, its agents, employees and assigns, a perpetual, non-exclusive easement over, across, upon and under the Common Elements and a right to use the Common Elements for purposes of enabling the Association to perform its various responsibilities and to exercise its various rights under this Declaration.

5.5 Association Easement Upon Units for Maintenance, Repair and Emergencies. There is hereby created, granted and reserved to the Association, its agents, employees and assigns, a perpetual, non-exclusive easement and right to enter upon and in all Lots and Units as necessary for the performance of the Association's rights and responsibilities under this Declaration (including the exercise of the Association's common utility easement rights) and for the making of emergency repairs or reconstruction to the Buildings, the Lots, the Units, and/or the Common Elements. For routine maintenance and non-emergency repairs (including routine

maintenance and repair of common utility lines within the Lots or Units, including lines for each Building's fire sprinkler system), entry to a Lot or Unit shall be made only on a regular business day during regular business hours, after giving at least one day's notice in writing to the Owner or Occupant. In case of emergency, where there is an imminent threat of damage or injury to person or property, entry shall be made at any time provided that a reasonable effort is made, under the circumstances, to give notice of such intended entry. The Board of Directors is hereby granted the authority to use such reasonable force as may be necessary under the circumstances to gain entry into a Unit in case of an emergency, if no other reasonable means of entry is available. The Association shall be responsible for the cost and expense of repairing all damages to property occurring as a result of such forcible entry, which costs shall be considered Common Expenses,

unless the emergency and damage results from the willful act or negligence of an Owner or Occupant, in which event such Owner shall be solely responsible for the costs of repairing/restoring such damage. These costs can be levied, assessed and collected by the Board of Directors as a Reimbursement Assessment pursuant to the provisions of this Declaration.

5.6 Declarant Easement over Common Elements. There is hereby created, granted and reserved to Declarant and its successors and assigns a non-exclusive easement over, across, upon and under all Common Elements (including without limitation all easements benefitting the Association), including a right of access, ingress and egress thereto, and a right to use such Common Elements, and each and every part thereof, for all purposes reasonably related to (a) Declarant's development, improvement, maintenance, management, marketing and sale of the Community and all portions thereof, and/or (b) Declarant's exercise and implementation of the rights reserved to Declarant under this Declaration, and/or (c) the discharge by Declarant of any of its obligations under this Declaration or any other Declarant obligations relating to the Community. Declarant's rights with respect to this easement shall terminate upon the first to occur of (i) the date which is thirty (30) years after the recording of this Declaration, or (ii) Declarant's relinquishment of all or a portion of this easement right by recorded instrument.

5.7 Blanket Emergency Services Easement. There is hereby created, granted and reserved for the use and benefit of all police, sheriff, fire protection, ambulance and other similar emergency agencies or Persons, now or hereafter serving the Community and its Owners and Occupants, a perpetual, non-exclusive blanket Emergency Services Easement over, upon, along and across all properties and areas within the Community, for use in the lawful performance of their duties.

5-8 Utility and Fire Suppression Easement. There is hereby created, granted and reserved to the Association, its agents, employees, service providers, and assigns a perpetual, non-exclusive easement in each crawl space for the installation, removal, maintenance, repair and replacement of utilities, including but not limited to, domestic water, gas, electric, sprinkler and CAT 5 cable, together with an easement for access, ingress and egress over the Lots and Units to accomplish such purposes. The Association or other Person or entity exercising such utility easement rights shall be obligated to repair any damage occasioned by the exercise of such rights. No Owner shall allow any obstruction of access to this easement.

5.9 Easements Deemed Created. All conveyances of Lots/Units hereafter made, shall be deemed and construed to grant and reserve all of the easements referred to in this Article 5 and elsewhere in this Declaration, even though no specific reference to such easements appears in the conveyancing instruments.

5.10 Recorded Easements and Licenses. In addition to the easements described in this Article 5 and elsewhere in this Declaration, any recorded easements and licenses appurtenant to or included in the Community are made a part hereof by this reference, including, but not limited to those encumbrances listed on attached Exhibit C.

ARTICLE 6

Common Elements

6.1 Use and Enjoyment of Common Elements. Each Owner shall have the non-exclusive right to use and enjoy the Common Elements in common with all other Owners (a) for all purposes for which such Common Elements were established, and (b) as required for purposes of access and ingress to and egress from (and use, occupancy and enjoyment of) any Lot or Unit owned by the Owner or Common Elements available for the Owner's use. This right to use and enjoy the Common Elements shall extend to each Owner, Occupant, and the family members, guests and invitees of each Owner, and shall be appurtenant to each Lot/Unit, subject at all times to the provisions of this Declaration, the Articles and Bylaws, and any Rules and Regulations adopted by the Board of Directors from time to time. No Owner or Occupant shall place any structure or improvement whatsoever upon the Common Elements, nor shall any Owner or Occupant engage in any activity which will temporarily or permanently impair free and unobstructed access to or use of all parts of the Common Element by all Owners and by the Association.

6.2 Association may Regulate Use of Common Elements. The Association, acting through the Board of Directors, shall have the right and authority to regulate the use of the Common Elements by the promulgation, enforcement and interpretation from time to time of such Rules and Regulations relating thereto as the Association considers necessary or appropriate for the protection and preservation of the Common Elements and the enhancement of the use and enjoyment thereof by the Owners and Occupants.

6.3 Association to Maintain and Improve Common Elements. The Association, its agents and employees, shall maintain, snowplow as necessary, and otherwise manage the Common Elements and the exterior Lots, including, but not limited to, any improvements, landscaping, water features, streets, driveways, parking areas, sidewalks, walkways, common utilities, and recreational and other facilities located thereon. The Association shall construct, alter and remove such improvements and landscaping upon the Common Elements as the Association in its discretion considers necessary, desirable or appropriate from time to time, and shall do all such other and further acts which the Board of Directors deems necessary or appropriate to preserve, protect and enhance the Common Elements and the beauty thereof in accordance with the general objectives for the Community reflected in this Declaration,

6.4 Owner Liability for Owner or Occupant Damage to Common Elements. Each Owner shall be liable to the Association for any damage to Common Elements, the Lots, or for any expense, loss or liability suffered or incurred by the Association in connection with the Common Elements or Lots arising from (a) the negligence or willful misconduct of such Owner or of any Occupant, agent, employee, family member, guest or invitee of such Owner, or (b) any violation by such Owner or any Occupant, agent, employee, family member, guest or invitee of such Owner of any law, regulation, or code, including without limitation any environmental law, or of any provisions of this Declaration, or the Rules and Regulations relating to the Common Elements.

Each Owner shall indemnify, defend and hold the Association harmless from any loss, damage, expense or liability arising from the circumstances described in subsections (a) or (b) immediately above. The Association shall have the power to levy and collect a Reimbursement Assessment against an Owner to recover the costs, expenses, damages, losses or liabilities incurred by the Association as a consequence of any such negligence, willful misconduct or violations by the Owner or the Owner's Occupant.

6.5 Damage or Destruction to Common Elements. In the event of damage to or destruction of the Common Elements or the Lots, including improvements thereon, by fire or other casualty, the Association shall repair or replace the same in accordance with the provisions of Section 8.2 below. Repair, reconstruction, or replacement of Common Elements shall be accomplished under such contracting and bidding procedures as the Association shall determine are appropriate. If insurance proceeds available to the Association on account of damage or destruction exceed the cost of repair, reconstruction, and replacement, the Association may use the same for future maintenance, repair, improvement, and operation of Common Elements or for any other use deemed appropriate by the Board of Directors. Damage to any personal property within a Lot shall be the responsibility of the Owner(s) of the Lot(s).

6.6 Condemnation of Common Elements. If any Common Element or part thereof or interest therein is taken under exercise of the power of eminent domain or by purchase in lieu thereof, the portion of any award in condemnation or the price payable for the deed in lieu that is attributable to the Common Element taken or purchased shall be paid to the Association. The Association shall have the exclusive right to participate in such condemnation proceedings and to represent the interests of all Owners and Occupants and other Persons therein. Any award or funds received by the Association shall be held by the Association for the purposes stated in Section 6.5 above or as a reserve for future maintenance, repair, reconstruction, or replacement of Common Elements or may be used for improvements or additions to or operation of Common Elements or for such other uses as may be deemed appropriate by the Board of Directors. Except as may otherwise be provided by the Act, no Owner or other Person shall be entitled to participate as a party or otherwise in any condemnation proceedings nor to receive any proceeds therefrom.

6.7 Title to Common Elements upon Dissolution of Association. In the event of dissolution of the Association, the Common Elements shall, to the extent permitted by law and reasonably possible, be conveyed or transferred to an appropriate public, governmental or quasi-governmental agency or organization or to a nonprofit corporation, association, trust, or other organization, to be used, in any such event, for the common benefit of Owners for the purposes for which the Common Elements were held by the Association. If the foregoing is not possible, the Common Elements shall be sold or disposed of and the proceeds from the sale or disposition shall be distributed to Owners in proportion to each Owner's Allocated Interest in the Common Expenses of the Association.

6.8 Mechanic's Liens on Common Elements. Declarant shall be responsible for the release of mechanics' liens filed with respect to Common Elements, or any part thereof, if such liens arise from labor performed or materials furnished at the instance of Declarant, its agents, contractors or subcontractors. Likewise, the Association shall be responsible for the release of mechanic's liens filed with respect to Common Elements, or any part thereof, if such liens arise from labor performed or materials furnished at the instance of the Association, its directors, officers, agents, contractors or subcontractors. No labor performed or materials furnished with respect to a Unit at the instance of the Owner thereof shall be the basis for filing a lien against the Common Elements. No labor performed or materials furnished with respect to a Common Element at the instance of the Board of Directors shall be the basis for filing a lien against any Lot/Unit.

ARTICLE 7

Association

7.1 Association; General Powers. The Association has been formed as a Colorado nonprofit corporation under the Colorado Revised Nonprofit Corporation Act to manage the affairs of the Community. The Association shall serve as the governing body for all of the Owners and Occupants for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the Common Elements, the levying and collection of Assessments for Common Expenses and other expenses of the Association, and such other matters as may be provided in this Declaration, the Articles and the Bylaws. The Association shall have all of the powers, authority and duties as may be necessary or appropriate for the management of the business and affairs of the Community, including without limitation all of the powers, authority and duties of a Colorado corporation formed under the Colorado Revised Nonprofit Corporation Act, and all of the powers and duties provided for in the Act. The Association shall have the power to assign its right to future income, including the right to receive Common Expense assessments, but only upon the affirmative vote of the Owners of Units holding at least fifty-one percent (51%) of the votes in the Association. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Owners in accordance with the provisions of this Declaration, the Articles and the Bylaws.

7.2 Association Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The number, term, and qualifications of the members of the Board of Directors shall be fixed in the Articles of Incorporation or the Bylaws, except that there shall never be less than three (3) members. A quorum shall be deemed present throughout any meeting of the Board of Directors if persons entitled to cast at least fifty percent (50%) of the votes on the Board of Directors are present at the beginning of the meeting or grant their proxy as provided in Colorado Revised Statutes Section 7-128-205(4). With the exception of matters that may be discussed in executive session, as set forth in Section 38-33.3-308(3-7) of the Act, all regular and special meetings of the Board of Directors or any committee thereof shall be open to attendance by all Members of the Association or their representatives. Without limiting the generality of the foregoing, no rule or regulation may be validly adopted during an executive session. Agendas for meetings of the Board of Directors shall be made reasonably available for examination by all Members of the Association or their representatives.

The Board of Directors shall have all of the powers, authority and duties granted or delegated to it by the Act, this Declaration, the Articles or Bylaws. Except as provided in the Act, this Declaration, the Articles or Bylaws, the Board of Directors may act in all instances on behalf of the Association. The Association shall have all of the powers, authority and duties permitted under the Act and under the Colorado Revised Nonprofit Corporation Act ("CRNCP"). The Association, acting through the Board, may (without specific authorization in the Declaration):

- (a) Adopt and amend any rules and regulations of the Association, policies and procedures required by the Act ("CCIOA Policies"), Design Guidelines and/or Construction Rules;
- (b) Adopt and amend Bylaws;
- (c) Adopt and amend budgets for revenues, expenditures and reserves and collect Assessments;
- (d) Hire and terminate Managing Agent(s) and other employees, agents and independent contractors;
- (e) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Project as

- provided for herein;
- (f) Make contracts and incur liabilities;
 - (g) Regulate the use, maintenance, repair, replacement and modification of Common Elements, and further lease or license, or permit the use of, by less than all Owners and/or non-Owners, on either a short or long-term basis, and with or without charge as the Board deems fit, any portion of the General Common Elements and/or any Unit owned by the Association;
 - (h) Cause minor improvements (not exceeding \$50,000 for any improvement project) to be made to the Common Elements. If such project cost exceeds the permitted amount the Board must obtain 67% Owner approval;
 - (i) Grant long or short-term easements, leases, licenses and concessions through or over the Common Elements as provided herein;
 - (j) Impose and receive any payments, fees or charges for the use, rental or operation of the General Common Elements as provided herein;
 - (k) Impose charges for late payment of Assessments, recover reasonable attorney fees and other legal costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and after notice and opportunity to be heard, levy reasonable fines for violations of the Association Documents;
 - (l) Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Assessments;
 - (m) Provide for the Association's indemnification of its officers and members of the Board, and also to maintain directors' and officers' liability insurance as determined to be appropriate by the Board or the Owners;
 - (n) Borrow funds to cover Association expenditures and pledge Association assets as security therefor, subjecting Common Elements to a security interest in connection therewith;
 - (o) Assign, pledge and collateralize its right to future income, including the right to receive Assessments;
 - (p) Exercise any other powers conferred by the Declaration or the Bylaws;
 - (q) Exercise all other powers that may be exercised in Colorado by legal entities of the same type as the Association; and
 - (r) Exercise any other powers necessary and proper for the governance and operation of the Association.

The Board of Directors may not, however, act on behalf of the Association to amend this Declaration, to terminate the Community, or to elect members of the Board of Directors or determine the qualifications, powers and duties, or terms of office of Board of Directors members, but the Board of Directors may fill vacancies in its membership for the unexpired portion of any term. The Board of Directors may, by resolution, delegate portions of its authority to officers of the Association, but such delegation of authority shall not relieve the Board of Directors of the ultimate responsibility for management of the affairs of the Association. No member of the Board of Directors and no officer shall be liable for actions taken or omissions made in the performance of such member's or officer's duties except for wanton and willful acts or omissions.

7.3 Delegation by the Board of Directors.

- (a) *Delegation to Managing Agent.* The Association, acting through the Board, may employ or contract for the services of a Managing Agent to act for the Association and the Board and the officers according to the powers and duties delegated to the Managing Agent pursuant to the Bylaws

or the resolution of the Board. Neither the Board nor any officer of the Association will be liable for any omission or improper exercise by a Managing Agent of any such duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

- (b) *Committees.* The Association, acting through the Board, may delegate any of its rights, duties or responsibilities to any committee or other entity that the Board may choose to form.
- (c) *Limitation.* Any delegation by the Board under this Section is subject to compliance with the Act and the Bylaws and the requirement that the Board, when so delegating, will not be relieved of its responsibilities under the Association Documents and the Act.

7.4 Acquiring and Disposing of Personal Property. The Association may acquire, own, and hold for the use and benefit of all Owners tangible and intangible personal property, and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same undivided proportion as their respective undivided interests (Allocated Interests) in the Common Elements. Such interests shall not be transferable except with the transfer of a Lot/Unit. A conveyance of a Lot/Unit shall transfer ownership of the transferor's beneficial interest in such personal property without any reference thereto. Each Owner may use such personal property in accordance with the purposes for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Lot/Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Lot/Unit.

7.4 Contracts with Others. The Association may contract with the City of Glenwood Springs or with other homeowners' associations or owners of nearby property in order to provide services required herein or by law for the benefit of Owners and their family members, guests, tenants and invitees. Any resulting costs incurred by the Association shall be a Common Expense. The Association may contract with third parties and/or other homeowners' associations or owners of nearby property in order to gain access to amenities or other arrangements beneficial to Owners and their family members, guests, tenants and invitees.

7.5 Rules and Regulations. The Association may adopt, amend, repeal, and enforce such Rules and Regulations as the Board of Directors may consider necessary, desirable or appropriate from time to time with respect to the interpretation and implementation of this Declaration, the operation of the Association, and the use and enjoyment of the Common Elements. Any such Rules and Regulations shall be effective only upon adoption by resolution at an open meeting of the Board of Directors. Notice of the adoption, amendment, or repeal of any Rule or Regulation shall be given in writing to each Owner, and copies of the currently effective Rules and Regulations shall be made available to each Owner and Occupant upon request and payment of the reasonable expense of copying the same. Each Owner and Occupant shall comply with such Rules and Regulations, and each Owner shall see that Occupants claiming through such Owner comply with such Rules and Regulations. Such Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall govern. Such Rules and Regulations may

establish penalties (including the levying and collection of fines) for the violation of such Rules and Regulations or of any provision of this Declaration, the Articles, or the Bylaws.

7.6 Membership in Association. There shall be one Membership in the Association for each Unit within the Community. The person or persons who constitute the Owner of a Lot/Unit shall automatically be the holder of the Membership appurtenant to that Unit, and shall collectively be the "Member" of the Association with respect to that Lot/Unit, and the Membership appurtenant to that Lot/Unit shall automatically pass with fee simple title to the Lot/Unit. Membership in the Association shall not be assignable separate and apart from fee simple title to a Lot/Unit, and may not otherwise be separated from ownership of a Lot/Unit.

7.7 Voting Rights of Members. Each Lot/Unit in the Community shall be entitled to one (1) vote in the Association. Occupants of Units shall not have voting rights. If title to a Lot/Unit is owned by more than one (1) Person, such Persons shall collectively vote their interest as a single vote. If only one of the multiple Owners of a Lot/Unit is present at an Association meeting, such Owner is entitled to cast the vote allocated to that Lot/Unit. If more than one of the multiple Owners is present, the vote allocated to that Lot/Unit may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any of the multiple Owners casts the vote allocated to that Lot/Unit without protest being made promptly to the Person presiding over the meeting by any of the other Owners of the Lot/Unit. In the event of a protest being made by one or more multiple Owners, and a majority of the multiple Owners of the Lot/Unit cannot agree on how to cast their vote, any vote cast for that Lot/Unit shall be null and void with regard to the issue being voted upon. Such multiple owners and their Lot/Unit shall nevertheless be counted in determining the presence of a quorum with respect to the issue being voted upon.

A quorum is deemed present throughout any meeting of the Members of the Association if Persons entitled to cast at least fifty percent (50%) of the votes in the Association are present, in Person or by proxy, at the beginning of the meeting.

Provided a quorum of Members entitled to vote is present in Person or by proxy, the affirmative vote of a majority of the Members so present shall constitute approval of any matter voted upon unless a different number is required on a particular matter by the Act, this Declaration, the Articles, or the Bylaws.

The vote allocated to a Lot/Unit may be cast pursuant to a proxy duly executed by an Owner. If a Lot/Unit is owned by more than one Person, each Owner of the Lot/Unit may vote or register protest to the casting of a vote by the other owners of the Lot/Unit through a duly executed proxy. A Lot/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 shall terminate eleven (11) months after its date, unless a different termination date is otherwise set forth on its face.

The Owners, by a vote of sixty-seven percent (67%) of all Members present and entitled to vote at any meeting of the Owners at which a quorum is present, may remove any member of the Board of Directors with or without cause.

7.8 Period of Declarant Control of Association. Notwithstanding any other provisions hereof, Declarant shall have and hereby reserves the power to appoint and remove, in its sole discretion, the members of the Board of Directors and the officers of the Association during the period commencing upon the recording of this Declaration and terminating no later than the earlier of (a) sixty (60) days after conveyance of seventy-five percent (75%) of the Units that may be created to Unit Owners other than Declarant; or (b) two (2) years after the last conveyance of a Lot/Unit by the Declarant in the ordinary course of business; or (c) two (2) years after any right to add new Lots or Units was last exercised by Declarant.

At any time prior to the termination of the Period of Declarant Control of the Association, the Declarant may voluntarily surrender and relinquish the right to appoint and remove officers and members of the Board of Directors, but in such event Declarant may require, for the duration of the Period of Declarant Control of the Association, that specified actions of the Association or the Board of Directors, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective. As to such actions, Declarant may give its approval or disapproval in its sole discretion and option, and its disapproval shall invalidate any such action by the Board of Directors or the Association. Not later than the termination of the Period of Declarant Control of the Association, the Owners (including Declarant) shall elect a Board of Directors of at least three members, at least a majority of whom must be Owners other than Declarant or designated representatives of Owners other than Declarant, and the Board of Directors shall elect the officers, with such Board of Directors members and officers to take office upon election. Pursuant to Section 38-33.3-303(9) of the Act, within 60 days after Owners other than Declarant elect a majority of the members of the Board of Directors, Declarant shall deliver to the Association all property of the Owners and of the Association held or controlled by Declarant.

ARTICLE 8

Insurance

8.1 Insurance Requirements. The Association shall obtain, maintain and keep in full force and effect at all times the following types of insurance, and the cost of said coverage shall be paid by the Association as a Common Expense:

(a) *Casualty Insurance.* Property insurance on all Buildings, all fixtures that are part of such Buildings, all Common Elements, and improvements thereon (excepting any such improvements installed by Owners) within the Community. Such insurance shall not include or cover the finished interior surfaces of the walls, floors and ceilings of the Units. Such insurance shall be for broad form covered causes of loss, including casualty, fire, and extended coverage insurance including, if available at reasonable cost, coverage for vandalism and malicious mischief and, if available and if deemed appropriate, coverage for flood, earthquake, and war risk. Such insurance shall, to the extent reasonably obtainable, be for the full insurable replacement cost of the insured property, less applicable deductibles, at the time the insurance is purchased and at each renewal date, exclusive of land, excavation, foundations and other items normally excluded from property policies, and shall include such endorsements as the Board of Directors considers appropriate from time to time.

(b) *Liability Insurance.* Comprehensive general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of Common Elements within the Community and covering public liability or claims of liability for injury to persons and/or property, and death of any person or persons. Such liability insurance shall, to the extent reasonably obtainable, (a) have limits of not less than Three Million Dollars (\$3,000,000.00) per person and Three Million Dollars (\$3,000,000.00) per occurrence; (b) insure the Board of Directors, the Association and its officers, and their respective employees, agents and all Persons acting as agents; (c) include the Successor Declarant as an additional insured as its interests may appear; (d) include the Owners as additional insureds, but only for claims and liabilities arising in connection with the ownership, existence, use or management of Common Elements; (e) cover claims of one or more insured parties against other insured parties; and (f) be written on an occurrence basis.

(c) *Worker's Compensation.* A Worker's Compensation policy, if necessary, to meet the requirements of law.

(d) *Directors and Officers Liability Insurance.* The Association may, in its discretion, carry directors' and officers' liability insurance in such amount as the Board of Directors may deem appropriate.

(e) *Other Insurance.* Such other insurance in such amounts as the Board of Directors shall determine, from time to time, to be appropriate to protect the Association or the Unit Owners, or as may be required by the Act.

(f) *General Provisions Respecting Insurance.* Insurance policies carried pursuant to Sections 8.1(a) and 8.1(b) above shall provide that (i) each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Elements or membership in the Association; (ii) the insurer waives its rights of subrogation under the policy against the Association, each Owner, and any Person claiming by, through, or under such Owner or any other director, agent or employee of the foregoing; (c) no act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and (d) if at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy shall be the primary insurance. An insurer that has issued an insurance policy for the insurance to the Association and, upon request, to any Owner or holder of a security interest to whom a certificate or memorandum of insurance has been issued, at their respective last-known addresses.

Any loss covered by the property insurance policy described in Section 8.1(a) above must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Owners and lienholders as their interests may appear. Subject to the provisions of Section 38.33.3- 313(9) of the Act, the proceeds must be disbursed first for the repair or restoration of

the damaged property, and the Association Owners, and lienholders are not entitled to receive payments of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely restored or the Community is terminated.

The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles claims for damages to real property, it shall have the authority to assess negligent Owners causing such loss or benefitting from such repair or restoration for all deductibles paid by the Association. In the event more than one Lot or Unit is damaged by a loss, the Association in its reasonable discretion may assess each Owner a pro rata share of any deductible paid by the Association. Insurance obtained by the Association shall, to the extent reasonably possible, and provided Declarant reimburses the Association for any additional premium payable on account thereof, name Declarant as an additional insured and shall contain a waiver of subrogation rights as against Declarant.

Insurance policies and insurance coverage shall be reviewed at least annually by the Board of Directors to ascertain whether coverage under the policies is sufficient in light of the current values of Common Elements and in light of the possible or potential liabilities of the Association and other insured parties.

In no event shall insurance coverage obtained or maintained by the Association obviate the need for Owners and Occupants to obtain insurance for their own benefit.

(g) *Nonliability of Association or Board of Directors.* Notwithstanding the duty of the Association to obtain insurance coverage, as stated herein, neither the Association nor any Board of Directors member, shall be liable to any Owner, Occupant, mortgagee or other Person, if any risks or hazards are not covered by insurance, or if the appropriate insurance is not obtained because such insurance coverage is not reasonably obtainable on the Association's behalf, or if the amount of insurance is not adequate, and it shall be the responsibility of each Owner and Occupant to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for such additional insurance coverage and protection as the Owner or Occupant may desire.

(h) *Premiums.* Premiums for insurance policies purchased by the Association and other expenses connected with acquiring such insurance shall be paid by the Association as a Common Expense, except that the amount of increase over any annual or other premium occasioned by the use, misuse, occupancy or abandonment of a Lot or Unit or its appurtenances, or Common Elements, by an Owner or Occupant, may at the Board of Directors' election, be assessed against that particular Owner and his Lot/Unit as a Reimbursement Assessment.

(i) *Insurance Claims.* The Association is hereby irrevocably appointed and authorized, subject to the provisions contained herein, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing. The Board of Directors has full and complete power to act for the Association in this regard, and may, in its discretion, appoint an authorized representative, or enter into an insurance trust agreement, wherein the trustee shall have the authority to negotiate losses under any policy purchased by the Association.

(j) *Benefit.* Except as otherwise provided herein, all insurance policies purchased by the Association shall be for the benefit of, and any proceeds of insurance received by the Association or any insurance trustee shall be held or disposed of in trust for the Association, the Owners, or the Occupants, as their interests may appear.

(k) *Other Insurance to be Carried by Owners.* Each Owner is responsible for obtaining insurance coverage on the improvements, furnishings and other items of personal property belonging to an Owner or Occupant or a Lot/Unit, and public liability insurance coverage (including physical damage and liability insurance) upon each Lot and Unit. In addition, an Owner may obtain such other and additional insurance coverage on the Unit as such Owner in the Owner's sole discretion shall conclude to be desirable; provided however, that none of the insurance coverage obtained by the Owner shall operate to decrease the amount which the Board, on behalf of all Owners, may realize under any policy maintained by the Board or otherwise affect any insurance coverage obtained by the Association or cause the diminution or termination of that insurance coverage. Any insurance obtained by an Owner shall include a provision waiving the particular insurance company's right of subrogation against the Association and other Owners, including Declarant, should Declarant be the Owner of any Unit. No Owner shall obtain separate insurance policies on the Common Area.

8.2 Damage to Community. Any portion of the Community for which insurance is required under Section 38-33.3-313 of the Act that is damaged or destroyed must be repaired or replaced promptly by the Association unless: (i) the Community is terminated; (ii) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or (iii) sixty-seven percent (67%) of the Unit Owners, including owners of every Lot/Unit that will not be rebuilt, vote not to rebuild.

The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. If the entire Community is not repaired or replaced, the insurance proceeds attributable to the damaged Buildings or Common Elements must be used to restore the damaged property to a condition compatible with the remainder of the Community, and, except to the extent that other Persons will be distributees, the insurance proceeds attributable to Lots/Units and Common Elements that are not rebuilt must be distributed to the Owners of those properties, or to lienholders, as their interests may appear, and the remainder of the proceeds must be distributed to all Owners or lienholders as their interests may appear in proportion to the Common Expense liabilities of all Lots/Units.

In the event of damage to or destruction of all or a portion of the Buildings or Common Elements due to fire or other adversity or disaster, the insurance proceeds, if sufficient to reconstruct or repair the damage, shall be applied by the Association to such reconstruction and repair. If the insurance proceeds with respect to such damage or destruction are insufficient to repair and reconstruct the damage or destruction, the Association may levy a Special Assessment in the aggregate amount of such deficiency, or if any Owner or group of Owners is liable for such damage, may levy a Reimbursement Assessment against the Owner or group of Owners responsible therefor, and shall proceed to make such repairs or reconstruction. Such Assessment

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shall be due and payable as provided by resolution of the Board of Directors, but not sooner than sixty (60) days after written notice thereof. The Assessment provided for herein shall be a debt of each Owner assessed and a lien on his Lot/Unit, and may be enforced and collected in the same manner as any Assessment Lien provided for in this Declaration. If the entire damaged property is not repaired or replaced, the insurance proceeds attributable to the damaged property must be used to restore the damaged property to a condition compatible with the remainder of the Community. No distributions of insurance proceeds shall be made unless made jointly payable to the Owners and first mortgagees of their respective Lots/Units, if any.

ARTICLE 9

Limited Liability

Neither the Association nor its past, present or future officers or directors, nor any other employee, agent or committee member of the Association shall be liable to any Owner or Occupant or to any other Person for actions taken or omissions made except for wanton and willful acts or omissions. Without limiting the generality of the foregoing, the Association and the Board of Directors shall not be liable to any Owner or Occupant or other Person for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. Acts taken upon the advice of legal counsel, certified public accountants, registered or licensed engineers, architects or surveyors shall conclusively be deemed to be in good faith and without malice. To the extent insurance carried by the Association for such purposes shall not be adequate, the Owners severally agree to indemnify and to defend the Association and the Board of Directors against claims, damages or other liabilities resulting from such good faith action or failure to act.

ARTICLE 10

Assessments

10.1 Assessment Obligation. Declarant, for each Lot/Unit, shall be deemed to covenant and agree, and each Owner, by acceptance of a deed therefor (including a public trustee's or sheriff's deed), whether or not it shall be so expressed in any such deed or other instrument of conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) Regular Assessments or charges, (2) Special Assessments, and (3) Reimbursement Assessments, such assessments to be established and collected as hereinafter provided (collectively the "Assessments"). The Assessments, together with interest, late charges, costs, and reasonable attorneys' fees, shall be a continuing lien and security interest upon the Lot/Unit against which each such Assessment is charged. The obligation for such payments by each Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in this Declaration) or demand, and without set-off or deduction of any kind or nature. Each Owner is liable for Assessments made against such Owner's Lot/Unit during his period of ownership of the Lot/Unit. Each Assessment, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the joint, several and personal obligation of each Person who was an Owner of such Lot/Unit at the time when the Assessment became due. Upon the transfer of title to a Lot/Unit, the transferor and the

transferee shall be jointly, severally and personally liable for all unpaid Assessments and other charges due to the Association prior to the date of transfer, and the transferee shall be personally liable for all such Assessments and charges becoming due thereafter.

10.2 Statutory Lien. The Association has a statutory lien pursuant to §38-33.3-316 of the Act on the Unit of an Owner for all Assessments levied against such Lot/Unit or fines imposed against such Lot/Unit's Owner from the time the Assessment or fine becomes due (the "Assessment Lien"). Fees, charges, late charges, attorneys' fees, fines and interest charged by the Association pursuant to the Act or this Declaration are enforceable as Assessments. The amount of the lien shall include all such items from the time such items become due. If an Assessment is payable in installments, the Association has an Assessment Lien for each installment from the time it becomes due, including the due date set by the Board of Directors' acceleration of installment obligations. An Assessment Lien is extinguished unless proceedings to enforce the lien are instituted within six (6) years after the full amount of Assessments becomes due.

10.3 Lien Superior to Homestead and Other Exemptions. An Assessment Lien shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against the Assessment Lien.

10.4 Priority of Lien. An Assessment Lien is prior to all other liens and encumbrances on a Lot/Unit except as follows:

- (a) Liens and encumbrances recorded before the recordation of this Declaration;
- (b) A security interest on the Lot/Unit which has priority over all other security interests on the Lot/Unit and which was recorded before the date on which the Assessment sought to be enforced became delinquent. An Assessment Lien is prior to the security interest described in the preceding sentence to the extent of an amount equal to the Regular Assessments (based on a Budget adopted by the Association pursuant to Section 10.7 below) which would have become due, in the absence of any acceleration, during the six (6) months immediately preceding institution by the Association or any party holding a lien senior to any part of the Association lien created under this Article 10 of an action or a nonjudicial foreclosure either to enforce or to extinguish the lien;
- (c) Liens for Project taxes and other governmental assessments or charges against the Lot/Unit; and
- (d) As may otherwise be set forth in the Act. The priority of mechanics' and materialmen's liens is not affected by the Act.

This Article 10 does not prohibit an action or suit to recover sums for which this Article 10 creates a lien or prohibit the Association from taking a deed in lieu of foreclosure. Sale or transfer of any Lot/Unit shall not affect the Lien for an Assessment.

10.5 Perfection of Lien. The recording of this Declaration constitutes record notice and perfection of the statutory lien. No further recordation of any claim of lien for Assessments is required; however, a claim may be recorded at the Association's option, in which event costs and attorneys' fees incurred in connection with the preparation and filing of such claim shall be assessed against the Lot/Unit as a Reimbursement Assessment.

10.6 Regular Assessments.

- (a) A Regular Assessment shall be made annually against each Lot/Unit, based upon an annual Budget prepared by the Board of Directors, for purposes of paying (i) the annual costs of operating and administering the Association and all other Common Expenses, (ii) the costs of services rendered or expenditures incurred by the Association to or for less than all Lots/Units (but not including Common Expenses), which shall be assessed only to the Lots/Units benefitted and then equally among them, (iii) reasonable reserves for contingencies, replacements, and other proper purposes, and (iv) such other matters as may be reasonably determined by the Board of Directors to be the subject of a Regular Assessment;
- (b) Regular Assessments shall be allocated in accordance with the Allocated Interests of each Lot/Unit in the Community, except that (i) any Common Expense or portion thereof benefitting fewer than all of the Lots/ Units shall be assessed exclusively against the Lots/Units benefitted; and (ii) any Common Expense associated with the maintenance, repair, improvement or replacement of a exterior improvements on Lots shall be assessed only against the Lots/Unit(s) for which those improvements are located. If Common Expense liabilities are reallocated, Common Expense Assessments and any installment thereof not yet due shall be reallocated in accordance with the reallocated Common Expense liabilities.
- (c) Regular Assessments shall be levied on a calendar year basis, except that the initial Regular Assessment period shall commence on the first day of the calendar month or quarter in which the first Lot/Unit is conveyed by Declarant to a Person other than Declarant. Regular Assessments shall be paid in installments on a monthly, quarterly or semi-annual basis, as the Board of Directors may determine from time to time, and shall be due either on the first day of each calendar month or on the first day of each calendar year quarter (January 1, April 1, July 1 and October 1), or on the first day of a semi-annual period (e.g. January 1, July 1) as appropriate. Unless and until changed to a monthly or semi-annual system by the Board of Directors, Regular Assessments shall be due and payable on the first day of each calendar quarter. Any Owner

acquiring a Lot/Unit between installment due dates shall pay a pro rata share of the immediately preceding installment.

- (d) The Board of Directors shall fix the amount of the Regular Assessment, using the Budget procedure described below, at least thirty (30) days before the end of each calendar year. Written notice of the Regular Assessment shall be sent to each Owner. Failure of the Board of Directors timely to fix and levy the Regular Assessments for any year or to send a notice thereof to any Owner shall not relieve or release any Owner from liability for payment of Regular Assessments or any installments thereof for that or subsequent years as soon as the Board of Directors levies the Regular Assessment and provides notice thereof.
- (e) The Board of Directors shall also mail to each Owner at least ten (10) days prior to the due date thereof a written notice of the amount of the next quarterly (or monthly or semi-annual, as the case may be) installment of Regular Assessment that is due from such Owner, and the date on which such installment is due pursuant to subparagraph (d) above. Failure of the Board of Directors to send timely notice to any Owner of an installment of Regular Assessment due shall not relieve or release any Owner from liability for payment of that installment as soon as the Board of Directors in fact provides such notice.

10.7 Association Budget. The Board of Directors shall adopt a Budget which establishes a Regular Assessment for the Owners. Annually, the Board of Directors shall prepare or cause to be prepared an operating budget (the "Budget") for the next calendar year. The Budget shall provide for the allocation of any surplus funds remaining from any previous Budget period in accordance with §38-33.3-314 of the Act. Within thirty (30) days after adoption of any proposed Budget for the Association, the Board of Directors shall mail, by ordinary first-class mail, or otherwise deliver, a summary of the Budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the Budget not less than fourteen (14) nor more than sixty (60) days after the mailing or other delivery of the summary. Such meeting may, but need not be, concurrent with the annual meeting of the Members as provided in the Bylaws. Unless at that meeting sixty-seven percent (67%) of all Owners reject the Budget, the Budget shall be ratified, whether or not a quorum of Owners is present. In the event that the proposed Budget is rejected, the Budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent Budget proposed by the Board of Directors.

10.8 Special Assessments. In addition to the Regular Assessments and Reimbursement Assessments authorized in this Article 10, the Board of Directors may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, maintenance, or replacement of capital improvements (including related fixtures and personal property) to or upon or serving the Community, or for excess reconstruction costs or other extraordinary expenses, or for funding any operating deficit of the Association. Except in the event of an emergency, or an excess tort liability, where no membership vote shall be required, the Board of Directors shall not levy a Special Assessment without the approval of the Owners in the Community as provided below.

Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Owners no less than thirty (30) or more than fifty (50) days before the meeting. At the meeting, the presence of Owners in person or by proxy that are entitled to cast fifty percent (50%) of the votes in the Association shall constitute a quorum, if the required quorum is not present, another meeting may be called pursuant to the same notice requirements, and the required quorum at this second meeting shall be only thirty percent (30%) of the votes in the Association. No such second meeting shall be held more than sixty (60) days following the date of the first meeting.

Provided a quorum of Owners entitled to vote is present in person or by proxy, in accordance with the quorum requirements set forth in the preceding paragraph, then the affirmative vote of a majority of the Owners so present shall constitute approval of the proposed Special Assessment.

For purposes of this Section 10.8, the term "emergency" shall mean any circumstances or set of circumstances which pose an imminent threat of loss, damage or injury, actual or threatened, to persons or property. Special Assessments shall be allocated in the same manner as Regular Assessments, that is, in accordance with the Allocated Interests of each Lot/Unit in the Community, and shall be due and payable to the Association on the due date fixed by the Board of Directors in the notice given to the Owners of such Special Assessment, which due date shall be no earlier than thirty (30) days after the giving of such notice.

10.9 Reimbursement Assessments. In addition to the Regular and Special Assessments authorized hereunder, the Board of Directors may levy against any Owner or Owners, at any time and from time to time, a Reimbursement Assessment for purposes of reimbursing the Association for all costs and expenses incurred by it in enforcing any provision of or in remedying any violation of this Declaration, the Articles and Bylaws, or any Rules and Regulations, by such Owner or Owners, their Occupant(s), or their agents, employees or contractors. Reimbursement Assessments may also be made by the Board of Directors for any other purposes for which this Declaration provides for the levying of a Reimbursement Assessment. Finally, and in addition to the foregoing, a Reimbursement Assessment may also be levied in the form of a reasonable fine against an Owner for a violation of this Declaration, the Articles, Bylaws, or the Rules and Regulations, but only after the Owner(s) to be so fined have been provided with Notice and Hearing. Reimbursement Assessments shall be due and payable to the Association on the due date fixed by the Board of Directors in the notice given to the Owner(s) of such Reimbursement Assessment, which date shall be no earlier than thirty (30) days after the giving of such notice.

10.10 Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment or portion or installment thereof which is not paid when due (or for which a bad check is issued) shall be deemed delinquent and shall bear interest from and after the due date at the rate of interest set by the Board of Directors from time to time, which shall not be less than twelve percent (12%) nor more than twenty-one percent (21%) per year, and the Board of Directors may also assess a late charge (and/or a bad check charge) thereon. The Board of Directors may also elect to accelerate the installment obligations of any Regular Assessment for which an installment is

delinquent. The delinquent Owner shall also be liable for all costs, including attorneys' fees, which may be incurred by the Association in collecting a delinquent Assessment, which collection costs shall be added to the delinquent Assessment. The Board of Directors may, but shall not be required to, record a Notice of Delinquent Assessment or charge against any Lot/Unit as to which an Assessment or charge is delinquent. The Notice shall be executed by an officer of the Board of Directors, and shall set forth the amount of the unpaid Assessment or charge, the name of the delinquent Owner and a description of the Lot/Unit.

The Assessment Lien may be foreclosed by the Association in the same manner as a mortgage on real property. The Association shall be entitled to purchase the Lot/Unit at foreclosure. The Association may also bring an action at law against the Owner personally obligated to pay the delinquent Assessment and/or foreclose the lien against the Owner's Lot/Unit in the discretion of the Association. No Owner may exempt himself or otherwise avoid liability for the Assessments provided for herein by waiver of the use or enjoyment of any Common Elements or by abandonment of the Lot/Unit against which the Assessments are made.

In any action by the Association to collect Assessments or to foreclose a Lien for unpaid Assessments, the court may appoint a receiver to collect all sums alleged to be due from the Owner prior to or during the pending of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pending of the action to the extent of the Association's Regular Assessments.

10.11 Statement of Unpaid Assessments. The Association shall furnish to an Owner or such Owner's designee or to a holder of a security interest or its designee upon written request, delivered personally or by facsimile transmittal or by certified mail, first class postage prepaid, return receipt requested, to the Association, a written statement setting forth the amount of unpaid Assessments currently levied against such Owner's Lot/Unit, whether delinquent or not. The statement shall be furnished within fourteen (14) days after receipt of the request and is binding on the Association, the Board of Directors, and every Owner. If no statement is furnished either delivered personally or by facsimile transmission or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a lien upon the Lot/Unit for unpaid Assessments which were due as of the date of the request.

10.12 Assessments for Tort Liability. In the event of any tort liability against the Association which is not covered completely by insurance, each Owner shall contribute for the payment of such liability as a Special Assessment. The Association may, however, require a larger contribution from fewer than all Owners under any legal or equitable principles regarding liability for negligent or willful acts or omissions.

ARTICLE 11

Eminent Domain

11.1 Definition of Taking. The term "taking", as used in this Article 11, shall mean condemnation by eminent domain or sale under threat of condemnation.

11.2 Representation in Condemnation Proceedings of Common Elements. In the event of a threatened taking of all or any portion of the Common Elements, the Owners hereby appoint the Association through such Persons as the Board of Directors may designate to represent the Association and all of the Owners in connection therewith. The Association shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Service of process on the Association shall constitute sufficient notice to all Owners, and service of process on each individual Owner shall not be necessary.

11.3 Award for Common Elements. Any awards received by the Association on account of the taking of Common Elements shall be paid to the Association. The Association may, in its sole discretion, retain any award in the general funds of the Association or distribute all or any portion thereof to the Owners as their interests may appear. The rights of an Owner and the mortgage of a Lot/Unit as to any such distribution shall be governed by the provisions of the mortgage encumbering the Lot/Unit.

11.4 Taking of Lots/Units. If a Lot and/or Unit is acquired by eminent domain or part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must include compensation to the Unit Owner for the acquired Lot and/or Unit and its Allocated Interests. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Lots (as appropriate) in proportion to the respective Allocated Interests of those Lots and/or Units before the taking. Any remnant of a Lot and/or Unit remaining after part of a Lot and/or Unit is taken is thereafter a Common Element. Otherwise, if part of a Lot and/or Unit is acquired by eminent domain, the award must compensate the Unit Owner for the reduction in value of the Lot and/or Unit. Upon acquisition, unless the decree otherwise provides:

- (a) That Lot/Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Lot and/or Unit; and
- (b) The portion of Allocated Interests divested from the partially acquired Lot/Unit is automatically reallocated to that Unit and to the remaining Lots/Units (as appropriate) in proportion to the respective interests of those Units before the taking, with the partially acquired Lot and/or Unit participating in the reallocation on the basis of its reduced Allocated Interests.

11.5 Miscellaneous. The court decree shall be recorded in Garfield County. The reallocations of Allocated Interests pursuant to this Article shall be confirmed by an amendment to the Declaration prepared, executed, and recorded by the Association.

ARTICLE 12

Acknowledgements, Construction Defects, Disputes, Dispute Resolution and Litigation

12.1 Acknowledgements.

- (a) *Security.* THE ASSOCIATION SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROJECT, NOR SHALL THE ASSOCIATION BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY, INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, OR ACTS OF THIRD PARTIES. ALL OWNERS, TENANTS, GUESTS, AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION IS NOT AN INSURER AND THAT EACH OWNER, TENANT, GUEST, AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, TO UNITS, AND TO THE CONTENTS OF UNITS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION MAKES NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, TENANT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN.
- (b) *No View Easement.* There is no easement or other right, express or implied, for the benefit of the Lot/Unit or any Owner for light, view or air created by this Declaration or as a result of the Owner owning the Lot/Unit.
- (c) *Sound Transmission.* Sound and impact noise transmission in a building(s) such as the Project is hard to control, and noises from adjoining or nearby structures and surrounding development and/or mechanical equipment can and will be heard in the Units. The Association is not responsible in any way for sound or impact noise transmission.
- (d) *Mold Disclosure.* Molds, mildew, fungi, bacteria and microbiologic organisms (collectively "Molds") are present in soil, air and elsewhere in the environment. Molds can proliferate in various environments including, among others, damp areas such as bathrooms and within walls and partitions. Certain parties have expressed concerns about the possible adverse effects on human health from exposure to Molds. Due to various reasons, including the varying sensitivities of different individuals to various types of Molds and other contaminants, as of the date of this Declaration there currently exist no state or federal standards regarding acceptable levels of exposure to Molds. EACH OWNER ACKNOWLEDGES THAT DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PAST, CURRENT OR FUTURE PRESENCE OR ABSENCE OF MOLDS IN OR IN THE VICINITY OF ITS LOT/UNIT, ANY COMMON ELEMENT WALL(S) LOCATED WITHIN ITS LOT/UNIT, OR IN ANY OTHER PORTION OF THE COMMUNITY. The provisions of this paragraph will be binding upon the Owners to the fullest extent permitted by applicable law, as may be in effect from time to time.
- (e) *Inspection by Others, Waiver of Post Inspection Liability.* It is hereby expressly understood and agreed by Declarant and by any Owner acquiring a Lot/Unit that Declarant relies upon governmental inspectors and other qualified subcontractors and tradesman to inspect the construction of the Unit and the Common Elements in order to verify compliance with construction

plans and with any and all building code requirements applicable to residential construction. Declarant and each Owner further expressly understand and agree that, with respect to the Units and the Common Elements, upon compliance with the inspections required by the local building department and the issuance of a certificate of occupancy by the responsible government agency, Declarant will be deemed to have used its best efforts to construct such Units and Common Elements in substantial compliance with the construction plans and all applicable building code requirements. EXCEPT AS OTHERWISE MAY BE PROVIDED IN A PURCHASE AND SALE OR OTHER AGREEMENT BETWEEN DECLARANT AND AN OWNER, EACH OWNER, BY ACQUIRING AN OWNERSHIP INTEREST, HEREBY KNOWINGLY AND WILLINGLY WAIVES AS AGAINST DECLARANT AND ITS AFFILIATES ANY AND ALL DEMANDS, CLAIMS, ACTIONS AND CAUSES OF ACTION, AND ALL LIABILITY, LOSSES, DAMAGES, COSTS OR EXPENSES THAT HAVE BEEN OR MAY BE INCURRED IN ASSOCIATION THEREWITH, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXEMPLARY DAMAGES, WHICH ARISE FROM OR ARE RELATED TO ANY NONCOMPLIANCE OF THE LOTS/UNITS OR THE COMMON ELEMENTS WITH CONSTRUCTION PLANS OR BUILDING CODE REQUIREMENTS, WHICH NONCOMPLIANCE IS NEITHER SUBSTANTIAL NOR MATERIAL IN NATURE AND WHICH NONCOMPLIANCE IS DISCOVERED AFTER THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR, RESPECTIVELY, SUCH UNITS OR COMMON ELEMENTS; AND ANY SUCH NONCOMPLIANCE WILL BE DEEMED UNINTENTIONAL WITH RESPECT TO DECLARANT. TO THE EXTENT THAT ANY SUBSTANTIAL OR MATERIAL NONCOMPLIANCE WITH APPLICABLE BUILDING CODES OR WITH THE CONSTRUCTION PLANS IS DISCOVERED WITH REGARD TO ANY UNIT OR THE COMMON ELEMENTS, THE PROVISIONS OF THIS ARTICLE 12 WILL GOVERN SUCH MATTER. THE PROVISIONS OF THIS SECTION 12.1(e) WILL BE BINDING UPON THE OWNERS AND THE ASSOCIATION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AS MAY BE IN EFFECT FROM TIME TO TIME.

12.2 Testing for Construction Defects.

- (a) The Association will not undertake or authorize any testing, including, without limitation, investigative testing, destructive testing or invasive testing of any kind for defects in construction of any Unit, Lot or Common Element without first determining, based upon the presence of some readily observable evidence or condition, that a defect may exist. In making such a determination the Board of Directors will rely on the opinions and/or the conclusions of a qualified expert (e.g., a structural engineer); even in the event such evidence or conditions exist, the Association will not be obligated to authorize or undertake such testing.

- (b) In determining whether to authorize such testing, the Board of Directors will be governed by the following considerations:
 - a. Whether the Association's position is strong enough to justify taking any other or further action;
 - b. Whether, although a technical violation may exist or may have occurred, it is of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; and
 - c. Whether it is in the Association's best interests, based upon hardship, expense, inconvenience or other reasonable criteria to pursue the matter further.
- (c) Notwithstanding the foregoing, under no circumstance with the Association authorize such testing as is contemplated under Section 12.2(a) unless the nature of the suspected defect is such that:
 - a. It poses a significant risk to life, health, safety or personal property; and
 - b. It threatens or affects the structural integrity, functionality or performance of the Property (or a portion thereof) for its intended use.
- (d) In the event that the Board of Directors undertakes or authorizes testing for construction defects, then prior to any testing taking place, Declarant and others responsible for the construction will be entitled to notice of the alleged defect, access to the area of the alleged defect and an opportunity to inspect the area and repair any defect that is found to exist. Declarant and others responsible for construction will also be entitled to be present during any testing and may record (via videotape, audio tape, still photographs, or any other recording method) all testing conducted and all alleged defects found.
- (e) In the event that testing discloses any defects, Declarant and others responsible for construction will be given a reasonable amount of time, based on the nature and extend of the defect, to repair or correct the condition. If Declarant or others responsible for construction fail to repair or correct the condition, the Board of Directors will have the right, but not the obligation, to proceed with a "Claim" pursuant to this Article. In determining whether to proceed with such a Claim, the Board will be governed by the same standards as set forth in Section 12.7 below.

12.3 Consensus for Association Litigation. Except as provided in this Section 12.3, the Association will not commence a judicial or administrative proceeding, including, without limitation, any proceeding required under Section 12.6 below, without (a) the approval of the Owners to which as least 67% of the votes in the Association are allocated; and (b) the affirmative vote of Declarant so long as Declarant owns any Lot/Unit. This Section 12.3 will not apply, however, to: (i) actions brought by the Association to enforce the terms of this Declaration, the Bylaws, the Rules, the Design Guidelines or the Construction Guidelines (including, without limitation, the foreclosure of liens); (ii) the imposition and collection of Assessments; (iii) proceedings involving challenges on ad valorem taxation; or (iv) counterclaims brought by the Association in proceedings instituted against it. This Section 12.3 will not be amended unless such amendment is approved by at least 67% of the votes in the

Association and pursuant to the same procedures, necessary to institute proceedings, as provided for herein.

Prior to the Association of any Owner's commencing any judicial or administrative proceeding which arises out of an alleged defect of any Common Element, Lot or Unit, Declarant and others responsible for the construction will have the right to be heard by the Owners and to access, inspect, correct the condition of, or redesign any portion of the Common Elements, Lots or Units, including any improvement as to which a defect is alleged. In addition, the Association or the Owner will notify the builder who constructed the subject improvement prior to retaining any other expert as an expert witness or for other litigation purposes.

12.4 Alternative Method for Resolving Disputes. In accordance with and in furtherance of Section 124 of the Act, Declarant; the Association, its officers, directors, and committee members; any Owner; all persons subject to this Declaration; and any person not otherwise subject to this Declaration who agrees to submit to this Section 12.4 (each such entity being referred to as a "Bound Party") agree to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit those claims, grievances or disputes described in Section 12.5 of this Declaration (each, a "Claim"), to the procedures set forth in Section 12.6 of this Declaration.

12.5 Claims. Unless specifically exempted below, all Claims arising out of or related to the interpretation, application or enforcement of this Declaration, or the rights, obligations and duties of any Bound Party under this Declaration or relating to the design or construction of the Units, the Common Elements or the Lots (including, without limitation any soils related issues) will be subject to the provisions of Section 12.6 of this Declaration.

Notwithstanding the above, unless all parties thereto otherwise agree, the following will not be Claims and will not be subject to the provisions of Section 12.6 of this Declaration:

- (a) Any suit by the Association against any Bound Party to enforce the provisions of Article 10 (Assessments);
- (b) Any suit by the Association or Declarant to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to act under and enforce the provisions of Article 3 (General Provisions and Restrictions Applicable to the Community); and
- (c) Any suit between or among Owners, to the extent such suit asserts a Claim which would constitute a cause of action independent of this Declaration.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 12.6.

12.6 Mandatory Procedures.

- (a) *Notice.* Any Bound Party having a Claim (“Claimant”) against any other Bound Party (“Respondent”) (Claimant and Respondent are hereinafter referred to individually, as a “Party”, or collectively as the “Parties”) will notify each Respondent in writing (the “Notice”), stating plainly and concisely (i) the nature of the Claim including the persons involved and Respondent’s role in the Claim; (ii) the legal basis of the Claim (i.e. the specific authority out of which the Claim arises); (iii) the proposed remedy; and (iv) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.
- (b) *Negotiation and Mediation.*
- a. The Parties will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board of Directors may appoint a representative to assist the Parties in negotiation.
 - b. If the Parties do not resolve the Claim within 30 days after the date of the Notice (or within such other period as may be agreed upon by the Parties)(“Termination of Negotiations”), Claimant will have 30 additional days to submit the Claim to mediation under the auspices of an independent mediation service designated by the Parties, or if the Parties cannot agree then as designated jointly by each of the Parties’ desired mediation service, and providing dispute resolution services in the Garfield County, Colorado area.
 - c. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant will be deemed to have waived the Claim and Respondent will be released and discharged from any and all liability to Claimant on account of such Claim, *provided, however*, that nothing herein will release or discharge the Respondent from any liability to any person other than Claimant.
 - d. Any settlement of the Claim through mediation will be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such other time as determined by the mediator or agreed to by the Parties, the mediator will issue a notice of termination of the mediation proceedings (“Termination of Mediation”). The Termination of Mediation notice will set forth that the Parties are at an impasse and the date that the mediation was terminated.
 - e. Within five business days of the Termination of Mediation, Claimant will make a final written settlement demand (“Settlement Demand”) to Respondent, and Respondent will make a final written settlement offer (“Settlement Offer”) to Claimant. If Claimant fails to make a Settlement Demand, Claimant’s original Notice will constitute the Settlement Demand. If Respondent fails to make a Settlement Offer, Respondent will be deemed to have made a “zero” or “take nothing” Settlement Offer.

(c) *Final and Binding Arbitration.*

a. If the Parties do not agree in writing to a settlement of the Claim within 15 days of the Termination of Mediation, Claimant will have 15 additional days to submit the Claim to arbitration. If not timely submitted to arbitration or if Claimant fails to appear for the arbitration proceeding, the Claim will be deemed abandoned, and Respondent will be released and discharged from any and all liability to Claimant arising out of such Claim; *provided, however*, that nothing herein will release or discharge Respondent from any liability to persons other than Claimant.

b. This Section 12.6(c) is an agreement to arbitrate and is specifically enforceable under the applicable arbitration laws of the State of Colorado. The arbitration award (the "Award") will be final and binding with no right to appeal, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado.

(d) *Allocation of Costs of Resolving Claims.*

- a. Except as provided for below, each Party, including, without limitation, any Owner and the Association, will share equally all charges rendered by the mediator(s) and all filing fees and costs of conducting the arbitration proceeding ("Post Mediation Costs"). Under no circumstances will either Party be entitled to recover its attorneys' fees from the other party (except as specifically provided under Section 123 of the Act). BY ACQUIRING AN OWNERSHIP INTEREST AND AS A MEMBER OF THE ASSOCIATION, EACH OWNER ACKNOWLEDGES AND AGREES THAT SUCH OWNER AND THE ASSOCIATION HAVE WAIVED AND WILL BE DEEMED TO HAVE WAIVED THE RIGHT TO ANY AWARD OF ATTORNEYS' FEES (EXCEPT AS SPECIFICALLY PROVIDED UNDER SECTION 123 OF THE ACT) IN CONNECTION WITH THE ARBITRATION OF A DISPUTE UNDER THIS SECTION 12.6(d).
- b. Any Award which is equal to or more favorable to Claimant than Claimant's Settlement Demand will cause Claimant's Post Mediation Costs to be added to the Award, such costs to be borne equally by all Respondents. Any Award which is equal to or less favorable to Claimant than any Respondent's Settlement Offer will award to such Respondent its Post Mediation Costs. With respect to any Award which is less favorable to Claimant than Claimant's Settlement Demand yet more favorable to the Claimant than Respondent's Settlement Offer, each Party will bear its own Post Mediation Costs.

- (e) *Limitation on Damages.* No Party, including, without limitation, any Owner and the Association, will be entitled to receive any award of damages in connection with the arbitration of a Claim other than such Party's actual damages, and Declarant, the Association and any Owner will be deemed to have waived the right to receive any damages in a dispute other than actual damages, including, without limitation, attorneys' fees (except as specifically

provided under Section 123 of the Act), special damages, consequential damages, and punitive or exemplary damages. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AS MAY BE IN EFFECT FROM TIME TO TIME, BY ACQUIRING AN OWNERSHIP INTEREST AND AS A MEMBER OF THE ASSOCIATION, EACH OWNER KNOWINGLY AND WILLINGLY ACKNOWLEDGES AND AGREES THAT SUCH OWNER AND THE ASSOCIATION HAVE WAIVED AND WILL BE DEEMED TO HAVE WAIVED, IN CONNECTION WITH THE ARBITRATION OF ANY DISPUTE UNDER SECTION 12.6(c), THE RIGHT TO ANY AWARD OF CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR OTHER NON-COMPENSATORY DAMAGES OR SIMILAR DAMAGES, INCLUDING ALL DAMAGES FOR EMOTIONAL DISTRESS, WHETHER FORESEEABLE OR UNFORESEEABLE AND REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON (BUT NOT LIMITED TO) CLAIMS ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, BREACH OF CONTRACT, VIOLATION OF BUILDING CODE (LOCAL, STATE OR FEDERAL), CONSTRUCTION DEFECTS (INCLUDING SOILS RELATED ISSUES), MISREPRESENTATION OR NEGLIGENCE OR OTHERWISE.

- (f) *Multiple Party Claims.* Multiple Party Claims not consolidated or administered as a class action pursuant to the following sentence will be subject to, and will be arbitrated individually. Only with the written request of all Parties involved, but not otherwise, the arbitrator may: (i) consolidate in a single arbitration proceeding any multiple Party Claims that are substantially identical; and (ii) arbitrate multiple Claims as a class action in accordance with the rules and procedures adopted by Construction Arbitration Services, Inc.
- (g) *Enforcement of Resolution.* If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with Section 12.6(b) above and any Party thereafter fails to abide by the terms of such agreement, or if any Party fails to comply with an Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in this Section 12.6. In such event, the Party taking action to enforce (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' fees and court costs to the extent specifically provided under Section 123 of the Act.

12.7 Legal Proceedings. Subject to the provisions of Sections 12.2 through 12.6 of this Declaration, the Association will have the right, but not the obligation, to institute legal proceedings to enforce all rights under this Declaration, the Bylaws, the Rules, Design Guidelines and Construction Rules. The decisions to institute legal proceedings by seeking the approval of the Owners to which at least 67% of the votes in the Association are allocated, pursuant Exhibit B of this Declaration, will be in the sole discretion of the Board of Directors and will be governed by the considerations detailed in Section 12.3, if applicable. Failure to

commence such legal proceedings will not constitute a waiver of any such rights. ANY LIMITATIONS ON DAMAGES AND ALL WAIVERS OF LIABILITY AND RIGHTS TO AWARDS OF DAMAGES SET FORTH IN ANY SECTION OF THIS DECLARATION WITH RESPECT TO OWNERS, INCLUDING, WITHOUT LIMITATION, SECTIONS 12.6(c), 12.6(e) AND 12.6(f), WILL APPLY WITH EQUAL FORCE AND EFFECT WITH RESPECT TO THE ASSOCIATION IN ANY LEGAL PROCEEDINGS INSTITUTED BY THE ASSOCIATION UNDER THIS SECTION 12.7. THE PROVISIONS OF SECTIONS 12.2 THROUGH 12.7 WILL BE BINDING UPON THE OWNERS AND THE ASSOCIATION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AS MAY BE IN EFFECT FROM TIME TO TIME.

12.8. Enforcement of Declaration, Bylaws and Rules.

- (a) *Sanctions and Self-Help.* Except as otherwise provided in this Declaration, after notice and an opportunity to be heard as provided in the Bylaws, the Rules or the CCIOA Policies, the Association, acting through the Board of Directors or any authorized agent may: (i) impose sanctions (including, without limitation, reasonable monetary fines and suspension of the Owner's right to vote in Association matters) for violations of the Governing Documents (H) exercise self-help to cure any violations of the Governing Documents that an Owner or permittee fails or refuses to cure; and (iii) suspend any services it provides to any Owner who is more than 15 days delinquent in paying any Assessment or other charge due to the Association. All of the remedies set forth in the Governing Documents will be cumulative of each other and any other remedies available at law or in equity. If the Association prevails in any action to enforce the provisions of the Governing Documents, it will be entitled to recover all costs, including, without limitation attorneys' fees and court costs to the extent specifically provided under Section 123 of the Act, reasonably incurred by it in such action.
- (b) *No Waiver.* In no event will the Association's failure to enforce any covenant, restriction or rule provided for in the Governing Documents constitute a waiver of the Association's right to later enforce such provision or any other covenant of the Association's right to later enforce such provision or any other covenant, restriction or rule.

12.9 Procedures for Addressing Disputes arising Between the Association and Owners. The provisions of this Article 12 contain the Association's responsible governance policy regarding the procedures for addressing disputes arising between the Association and Owners as required under Section 209.5(1)(VIII) of the Act.

ARTICLE 13
General Provisions

13.1 Duration of Declaration. The term of this Declaration shall be perpetual.

13.2 Termination of Community. The Community may be terminated only by the agreement of (i) Owners holding at least eighty percent (80%) of the votes in the

Association, and (ii) the holders of all first mortgages on Lots/Units. In the event of such termination, the provisions of Section 38-33.3-218 of the Act shall apply.

13.3 Amendment of Declaration and Plat. This Declaration and the Plat may be amended pursuant to Section 38-33.3-217 of the Act. Under the Act, the Declaration (including the Plat) may be amended by the Declarant in certain defined circumstances, including without limitation when Declarant is exercising reserved rights under Article 4 hereof, and for purposes of correcting clerical, typographical or technical errors. The Act also provides that the Declaration may be amended by the Association in certain defined circumstances. Otherwise, and subject always to any provisions of this Declaration requiring the consent of Declarant to certain actions, this Declaration (including the Plat) may be amended only by the vote or agreement of Owners holding at least sixty-seven percent (67%) of the votes in the Association. Furthermore, Section 38-33.3-217(4) of the Act provides that except to the extent expressly permitted or required by other provisions of the Act (e.g., permitted Declarant and Association amendments), no amendment may (i) increase the number of Lots/Units, or (ii) change the boundaries of any Lot/Unit or the Allocated Interests of a Lot/Unit in the absence of a vote or agreement of Owners holding at least sixty-seven percent (67%) of the votes in the Association, including sixty-seven percent (67%) of the votes allocated to Lots/Units not owned by Declarant. No consent of any mortgage or trust deed holder shall be required to accomplish any such amendments.

An amendment to this Declaration shall be in the form of a "First (or Second, etc.) Amendment to Declaration and Plat" and shall be duly executed by the President and Secretary of the Association and recorded in the Office of the Clerk and Recorder of Garfield County. All amendments to this Declaration shall be indexed in the Grantee's index in the names of the Community and the Association, and in the Grantor's index in the name of each Person executing the amendment.

13.4 Compliance; Enforcement. Every Owner and Occupant of a Lot/Unit in the Community shall fully and faithfully observe, abide by, comply with and perform all of the covenants, conditions and restrictions set forth in this Declaration, the Articles, Bylaws and Rules and Regulations, and all approvals granted by the Board of Directors, as the same or any of them may be amended from time to time. In addition to any other rights or remedies that may be provided to any Person under the terms and provisions of this Declaration, the Association through its Board of Directors, and every Owner (except an Owner that is delinquent in the payment of Assessments hereunder), shall have the right, acting alone or together with others having such right, to enforce, by any proceeding at law or in equity, any or all of the covenants, conditions, restrictions, assessments, charges, liens, servitudes, easements and other provisions now or hereafter imposed by this Declaration, the Articles, Bylaws, Rules and Regulations, and approvals granted by the Board of Directors. Such enforcement rights shall include without limitation the right to bring an injunctive action for any form of injunctive relief available under Colorado law (including specific performance), or an action for damages, or both.

Injunctive relief may include, without limitation, orders to stop work, orders to remove improvements constructed in violation hereof, orders to compel performance, and any other orders appropriate under the circumstances.

The Board of Directors shall have the further right (a) to levy and collect reasonable fines for the violation of any of the foregoing matters, (b) to levy and collect a Reimbursement Assessment against any Owner, and/or (c) to enter upon any Lot/Unit within the Community, after giving the Unit Owner or Occupant at least five (5) days written notice of the nature of the violation (unless an emergency exists, in which case without notice), without liability to the Owner or Occupant thereof, to enforce or cause compliance with such matters, at the cost and expense of the Owner or Occupant in violation.

In any action brought under this Section 13.4, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection therewith. Failure by any party entitled to do so to exercise in a particular instance any of the rights available to it under this Section 13.4 shall in no event be deemed a waiver of the right to do so in any other instance.

Provided always, that no Owner shall have the right to bring an enforcement action against another Owner or Occupant for a breach by that Owner or Occupant of any of such matters, or against the Association for a breach by the Association of any of such matters or for a failure by the Association to enforce compliance with such matters by others, until the aggrieved Owner has given the offending Owner or Occupant and the Association at least thirty (30) days prior written notice of the aggrieved Owner's complaint and the opportunity to resolve the problem during that thirty (30) day period.

And further provided, that notwithstanding any law to the contrary, no action shall be commenced or maintained to enforce the terms of any building restriction contained in the provisions of this Declaration, the Bylaws, the Articles of Incorporation, or the Rules and Regulations, or to compel the removal of any Building or improvement because of the violation of the terms of any such building restriction, unless the action is commenced within one year from the date from which the Person commencing the action knew or in the exercise of reasonable diligence should have known of the violation for which the action is sought to be brought or maintained.

13.5 Notice. Each Owner, and each first mortgagee if it so elects, shall register its mailing address and email address from time to time with the Association. Except as otherwise specifically provided in this Declaration, any notice permitted or required to be given hereunder shall be in writing and may be delivered either personally, by facsimile transmission, by mail or by email. Notices delivered personally or sent by facsimile transmission shall be deemed given on the date so delivered or sent. If delivery is made by mail, it shall be deemed to have been delivered two (2) business days after a copy of the same has been posted in the first-class U.S. Mail with adequate postage affixed, addressed to the receiving party at the address last registered by such party with the Association, or in the case of an Owner that has not provided such an address, to the Unit of that Owner. Notices to the Association shall be sent to such address as it may from time to time designate in writing to each Owner.

13.6 No Dedication to Public Use. Nothing contained in this Declaration shall be deemed to be or to constitute a dedication of all or any part of the Community to the public or to any public use.

13.7 Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a common and general plan for the development, improvement, enhancement, protection and enjoyment of the Community, and to the extent possible, shall be construed so as to be consistent with the Act. In the event that any of the terms and conditions of this Declaration are determined to be inconsistent with the Act, the Act shall control.

13.8 Conflicts between Documents.

- (a) In the event of any conflict or inconsistency between the provisions of this Declaration and the Plat, the provisions of the Plat shall govern and control and the Declaration shall automatically be amended, but only to the extent necessary to conform the conflicting provisions hereof with the provisions of the Plat.
- (b) In the event of any conflict or inconsistency between this Declaration and the Articles and Bylaws of the Association, this Declaration shall control. In the event of any conflict or inconsistency between the Articles and the Bylaws of the Association, the Articles shall control.

13.9 Declarant's Disclaimer of Representations and Warranties. No representations or warranties of any kind, express or implied, have been given or made by Declarant or its agents or employees in connection with the Community or any portion thereof or any improvements thereon, its or their physical condition, zoning, utilities, or in connection with the subdivision, sale, improvement, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing herein, in any purchase and sale agreement executed by Declarant, or in any closing document related thereto.

13.10. Captions. Captions given to various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof and shall not be considered in interpreting any of the provisions hereof.

13.11. Singular Includes Plural. Unless the context requires a contrary construction, as employed in this Declaration the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

13.12 Remedies Cumulative. Each remedy provided under this Declaration is cumulative and not exclusive.

13.13 Governing Law; Jurisdiction. The laws of the State of Colorado shall govern the interpretation, validity, performance, and enforcement of this Declaration. Any legal action brought in connection with this Declaration shall be commenced in the District Court for

Garfield County, Colorado, and by acceptance of a deed to a Unit each Unit Owner voluntarily submits to the jurisdiction of such court.

13.14 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof. Where any provision of this Declaration is alleged to be or declared by a court of competent jurisdiction to be unconscionable, Successor Declarant shall have the right by amendment to this Declaration to replace such provision with a new provision, as similar thereto as practicable but which in Declarant's reasonable opinion would be considered not to be unconscionable.

13.15 Association as Attorney-in-Fact. Except as otherwise provided herein, this Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the Property and the Project in the event of its destruction, damage, obsolescence, or condemnation, including the repair, replacement and improvement of any Lots/Units, Common Elements or other portions thereof which may have been destroyed, damaged, condemned, or become obsolete. Title to any Lot/Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the declarant or from any Owner or grantor shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint the Association as their true and lawful attorney in their name, place and stead, for the purpose of dealing with the Community and Property upon its damage, destruction, obsolescence, or condemnation as is hereinafter provided. As attorney-in-fact, the Association, by its president and secretary or its other duly authorized officers and agents, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of an Owner which is necessary and appropriate to exercise the powers herein granted.

IN WITNESS WHEREOF, Declarant has executed this Amended and Restated Declaration for 3381 South Grand the day and year first above written.

DECLARANT

By: _____

Print Name: _____

Its: _____

STATE OF COLORADO)
)
County of Garfield)

Acknowledged, subscribed and sworn to me before me this ____ day of _____, 2023 by
_____ as _____ of _____, LLC, a Colorado limited liability
company, Declarant.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public

BYLAWS
OF
3381 SOUTH GRAND HOMEOWNERS ASSOCIATION,
a Colorado nonprofit corporation

Adopted _____

**BYLAWS
OF
3381 SOUTH GRAND HOMEOWNERS ASSOCIATION**

The name of the corporation shall be the 3381 South Grand Homeowners Association, a Colorado nonprofit corporation (the “**Association**”).

ARTICLE 1. PURPOSES, ASSENT OF OWNERS, AND DEFINITIONS

Section 1.1 Purposes. The Association is formed pursuant to the Colorado Revised Nonprofit Corporation Act, Colo. Rev. Stat. § 7-121-101 et seq. (the “**Nonprofit Act**”) and the Colorado Common Interest Ownership Act, Colo. Rev. Stat. § 38-33.3-101 et seq. (the “**Act**”), as each may be amended from time to time. The primary purposes for which the Association is formed are (a) to provide for the operation, administration, use, and maintenance of certain common areas and other property more fully described in the Declaration for 3381 South Grand Homeowners Association, recorded in the office of the Clerk and Recorder of Garfield County, Colorado, as amended or supplemented from time to time (the “**Declaration**”); (b) to preserve, protect, and enhance the values and amenities of such property; and (c) to promote the health, safety, and welfare of members of the Association.

Section 1.2 Assent. All present or future Owners, Occupants, or any other Persons using the facilities of the Project in any manner are subject to these Bylaws and any Rules and Regulations adopted by the Board of Directors pursuant to these Bylaws. Acquisition or rental of any Unit in the Project, or the mere act of occupancy of any Unit shall constitute an acceptance and ratification of these Bylaws and an agreement to comply with said Rules and Regulations.

Section 1.3 Definitions. Unless otherwise specified, capitalized terms used in these Bylaws shall have the same meanings in these Bylaws as such terms have in the Declaration.

ARTICLE 2. MEMBERSHIP

Section 2.1 Membership. Ownership of a Unit is required in order to qualify for membership in the Association.

Section 2.2 Responsibilities of Owners. Each membership is appurtenant to the fee simple title to a Unit. Any Person, including Declarant, upon becoming an Owner, shall automatically become a member of the Association and be subject to these Bylaws. Membership shall terminate without any formal Association action whenever such Person ceases to own a Unit, but such termination shall not relieve or release any former Owner from any liability or obligation incurred under these Bylaws, or in any way connected with the Association arising during the period of such ownership, and shall not impair any rights or remedies which the Board of Directors or others may have against such former Owner arising out of ownership of the Unit and membership in the Association and the covenants and obligations incident thereto.

Following a termination of the Project, the Association will consist of all Owners entitled to share in the distribution of proceeds of a sale of the Project pursuant to the Act.

Section 2.3 Membership Certificates. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue membership cards to Owners. Such membership card shall be surrendered to the secretary of the Association whenever ownership of the Unit designated on the card is transferred and membership terminates.

Section 2.4 Voting Rights. Each Owner and Declarant shall be entitled to vote with respect to any Unit owned by it. There is one (1) vote per Unit. Cumulative voting shall not be allowed in the election of the Board of Directors or for any other purpose. The Association shall not have a vote with respect to any Unit which may be owned by it. Percentages of Owners or of votes stated in the Governing Documents shall be deemed to mean the stated percentage of the number of total votes required to be cast in order to satisfy quorum requirements or, if expressly required, the Total Voting Power.

Section 2.5 Designated Person and Registered Address. If title to a Unit is held by more than one individual, by a firm, corporation, partnership, association or other legal entity or any combination thereof, such individuals, entity, or entities shall, by written instrument executed by all such parties and delivered to the Association, appoint and authorize one (1) person to represent the Owner(s) of the Unit (the “**Designated Representative**”). Such representative shall be a natural person who is an Owner, or a designated board member or officer of a corporate Owner, or a general partner of a partnership Owner, or a comparable representative of any other entity, and such representative shall have the authority to make decisions and take actions relating to the Unit and to membership in the Association including, without limitation, the power to cast votes on behalf of the Owners as a member of the Association and serve on the Board of Directors if elected. The Designated Representative shall be the person to whom all notices and deliveries under the Governing Documents are addressed. There shall be a single registered mailing address associated with each Unit. The Owner, or the Designated Representative of the Owners of a Unit, shall furnish such registered address to the Association within ten days after transfer of title to the Unit to such Owner or Owners. Such registration shall be in written form and signed by the individual Owner or the Designated Representative, as applicable. If no address is registered, then any notice shall be deemed duly given if delivered to the Unit.

ARTICLE 3. MEETINGS OF OWNERS

Section 3.1 Place of Meeting. Meetings of the Owners shall be held at such place, within or without the State of Colorado, as the Board of Directors may determine. All or some of the Owners may participate in a meeting by means of a conference telephone, electronic conferencing or similar communications equipment by which all Persons participating in the meeting can hear each other or read the words of each other at the same time. Such participation shall constitute presence in person at the meeting.

Section 3.2 Annual Meeting. Regular meetings of Owners shall be held annually. The first annual meeting of the Owners shall be held within one (1) year after the date of the

adoption of these Bylaws. Thereafter, the annual meetings shall each be held on a date and at a time selected by the Board of Directors each year. The purpose of the annual meetings is to (i) propose and/or review the Budget; (ii) after the Period of Declarant Control, to elect the members of the Board of Directors; and (iii) to transact such other Association business as may properly come before the Owners at the meeting.

Section 3.3 Special Meetings. Calls for special meetings of the Owners may be made (i) by the president of the Association, (ii) by a majority of the Board of Directors, or (iii) by written instrument signed by Owners representing twenty percent (20%) of the Total Voting Power.

Section 3.4 Notice of Meetings. Written notice of each meeting shall be delivered to the registered address of each Owner entitled to be represented by a vote not fewer than ten (10) nor more than fifty (50) days before the date of the meeting, by or at the direction of the president, or the secretary, or the Persons calling the meeting as provided under these Bylaws. Such notice shall state (i) basic meeting information such as the place, day, and hour of the meeting and (ii) the items on the agenda for the meeting, including the general nature of any proposed amendment to the Declaration or these Bylaws, any proposal to remove an officer or member of the Board of Directors, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. No action shall be adopted at a meeting except as stated in the notice.

Attendance at any meeting by a member shall constitute a waiver of notice by that member, except where a member attends the meeting for the expressed purpose of objecting that the meeting was not lawfully called or convened. If electronic means are available, the Association shall provide notice of all regular and special meetings of Owners by electronic mail to all Owners who so request and who furnish the Association with their electronic mail addresses, as soon as possible but in all cases, at least twenty four (24) hours before such meetings. In addition to the requirements contained hereinabove and in addition to any electronic posting or electronic mail notices, the notice of any meeting shall be physically posted in a conspicuous place at the Project, to the extent that such posting is feasible and practicable.

Section 3.5 Meeting to Approve Annual Budget. The Budget shall be adopted annually in accordance with the Declaration and the applicable provisions of the Act.

Section 3.6 Adjourned Meetings. If any meeting of the Owners cannot be organized because a quorum, as defined below, is not present, the Owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is obtained.

Section 3.7 Proxies. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by an Owner. An 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 months after its date, unless it provides otherwise. A form of proxy may be distributed to each Owner to afford the Owner(s) of such Unit the opportunity to cast the vote allocated to such Unit in absentia at a meeting of Owners of the Association, provided that it meets the requirements for a written ballot set forth in Section 3.12 below and includes the name or names

of the person(s) to whom the proxy is given and who expect to be in attendance in person at the meeting for the purpose of casting the vote to reflect the absent Owners' vote.

Section 3.8 Multiple Owners

-Proxy. If title to a Unit is held by more than one Person, and if only one of such multiple Owners of a Unit is present at a meeting of the Association, such Owner is entitled to cast the vote allocated to that Unit. If more than one of the multiple Owners of a Unit are present, in person or by proxy, and there is no Designated Representative as required under Section 2.5, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Owners, which majority agreement may be assumed for all purposes if any one of the multiple Owners cast the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. If such protest is made, the vote allocated to the Unit may only be cast by written instrument executed by all Owners who are present at the meeting.

Section 3.9 Quorum. Except as otherwise provided in these Bylaws, the presence at the beginning of the meeting in person or by proxy of the Owners possessing sufficient votes to constitute twenty percent (20%) of the Total Voting Power shall constitute a quorum, and such Owners present in person or by proxy shall constitute the Owners entitled to vote upon any issue presented at a meeting at which a quorum is present.

Section 3.10 Voting. Except as otherwise required by the Declaration, the Act or by these Bylaws, the votes of Owners who are present either in person or by proxy at any duly convened meeting of the Association at which a quorum has been established and who cast a simple majority of the total votes eligible to be voted by such present or represented Owners shall decide any question under consideration, and shall constitute the act of and be binding upon the Association. Notwithstanding the foregoing, the following matters require approval or rejection by a percentage of the Total Voting Power, rather than by those present at a meeting where quorum requirements have been satisfied, as further specified in the Governing Documents: (a) the Budget, (b) certain amendments of the Governing Documents, (c) termination of the condominium regime, (d) conveyance or encumbrance of Common Elements, (e) extension of the term of the Declaration, excepting any automatic extensions thereof, (f) removal of any member of the Board of Directors or (g) the determination not to repair or replace any portion of the Project for which insurance coverage is required under the Declaration. At the discretion of the Board of Directors or upon the request of twenty percent (20%) of the Owners who are present at the meeting or represented by proxy, if a quorum has been achieved, a vote upon any matter for which Owners are entitled to vote shall be by secret ballot. In such event, ballots shall be counted by a neutral third party or by a committee of volunteers, who shall be Owners selected or appointed at an open meeting by the person presiding over the Board of Directors for that portion of the meeting but shall not be a member of the Board of Directors and, in the case of a contested election for a Board position, shall not be a candidate. The results of a vote taken by secret ballot shall be reported without reference to names, addresses or other identifying information of Owners participating in such vote.

Section 3.11 Waiver of Meeting and Consent to Action. Whenever the vote of Owners at a meeting of the Association is required or permitted by any provision of these Bylaws to be taken in connection with any action of the Association (including, without limitation, an annual

meeting or a vote on ratification of the Budget) the meeting and vote of Owners may be dispensed with and the action in question may be approved if (a) notice of the proposed action is given to all Owners eligible to vote, and (b) a sufficient number of Owners eligible to vote concerning such matter consent in writing to dispense with the meeting and consent in writing to the action in question. A sufficient number is at least the number required to satisfy the voting power that would be necessary to approve the action at a meeting.

Section 3.12 Action by Written Ballot. Any action that may be taken at any annual or special meeting of Owners (including, without limitation, an annual meeting or ratification of the Budget) may be taken without a meeting and through voting by written (including electronic) correspondence, if the following requirements are met:

(a) a written ballot is distributed to every Owner entitled to vote on the matter, setting forth each proposed action and providing an opportunity to vote for or against each proposed action;

(b) the solicitation for votes by written ballot (i) indicates the number of responses needed to meet the quorum requirements for authorization or rejection of the proposed action (or, if the quorum provisions do not apply to the proposed action, as further set forth in Section 3.10 above, specifies the same); (ii) states the percentage of votes needed to authorize or reject each matter, other than election of the Board of Directors (or, if the proposed action is ratification of the Budget pursuant to Section 3.5 above, states that the Budget will be ratified unless rejected by a Majority of Owners; (iii) specifies the time by which a ballot must be received by the Association in order to be counted; and (iv) is accompanied by written information (including, if applicable, a summary of any proposed Budget) sufficient to permit each Person casting such ballot to reach an informed decision on the matter; and

(c) the number of votes cast by written ballot in favor or against the proposed action equals or exceeds the number of votes in favor or against that would be required to authorize or reject the action at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot.

A written ballot delivered to the Association pursuant to this Section 3.12, may not be revoked. Action taken under this Section 3.12 has the same effect as action taken at a meeting of Owners and may be described as such in any document.

Section 3.13 Meetings of Owners. All Meetings of Owners and Designated Representatives shall be open to every Owner and Designated Representative and all Owners and Designated Representatives shall be permitted to attend, listen and speak at an appropriate time as determined by the Board of Directors before the Board of Directors votes on an issue under discussion.

ARTICLE 4. BOARD OF DIRECTORS

Section 4.1 Number and Qualification. The affairs of the Association shall be governed by a Board of Directors, initially composed of three (3) natural person(s). At the first

meeting of the Association after the Period of Declarant Control, at least three (3), and in any event an odd number of Owners, shall be elected to the Board of Directors by the Owners.

Section 4.2 Required Election of Owners. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units that may be created by Declarant to Owners other than Declarant, at least one (1) member and not fewer than twenty-five percent (25%) of the members of the Board of Directors shall be elected by Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that may be created by Declarant to Owners other than Declarant, not fewer than thirty-three and one-third percent (33-1/3%) of the members of the Board of Directors must be elected by Owners other than Declarant. Not later than the termination of the Period of Declarant Control, the Owners shall elect all members of the Board of Directors, at least a majority of whom shall be Owners other than Declarant or Designated Representatives of Owners other than Declarant. The Board of Directors shall elect the officers. The members of the Board of Directors and officers shall take office upon election.

Section 4.3 Declarant Control of the Association. There shall be a Period of Declarant Control of the Association, during which Declarant, or Persons designated by Declarant, may appoint and remove the officers of the Association and members of the Board of Directors (subject to the requirements of Section 4.2 above). The Period of Declarant Control shall commence upon filing of the Articles of Incorporation and shall terminate as provided in the Declaration or in Section 4.2 above.

Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of the Period of Declarant Control. In that event, Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective.

The names and addresses of the Persons who are to initially act in the capacity of the members of the Board of Directors until their successors are duly elected and qualified are as set forth in the organizational consent minutes of the Association, a copy of which has been placed in the Association's minute book.

Section 4.4 Election and Term of Office. Until the first annual meeting after the Period of Declarant Control terminates, the terms of members of the Board of Directors not appointed by Declarant shall, unless otherwise required by a resolution of the Board at the time of each such member's election, continue until and expire on the date of the first meeting of the Owners following termination of the Period of Declarant Control. At the first meeting of the Association after the Period of Declarant Control, the terms of all existing members of the Board of Directors shall be deemed to have expired, and an election shall be held for all members of the Board of Directors. The terms of the members of this initial Board of Directors elected by the Owners shall be staggered so that one (1) or more members shall be elected to serve a one (1) year term, one or more members shall be elected to serve a two (2) year term, and one or more members shall be elected to serve a three (3) year term. At the expiration of the initial term of office for each respective member of the Board of Directors, his or her successor shall be elected

to serve a term of three (3) years. Notwithstanding any provision in this Section 4.4 to the contrary, members of the Board of Directors may be elected by written consent or ballot pursuant to the conditions set forth in Sections 3.11 or 3.12 above. Each member of the Board of Directors shall hold office until the election and qualification of his or her successor, unless such a member is removed or otherwise vacates in accordance with these Bylaws. At any meeting at which one or more members of the Board of Directors is to be elected, the Owners may, by resolution, adopt specific procedures which are not inconsistent with these Bylaws or the Nonprofit Act for conducting the elections.

Section 4.5 Removal of Members of the Board of Directors. A regular or special meeting of Owners may be called for the purpose of considering the removal of any member of the Board of Directors. The Board of Directors shall designate by resolution or motion the date and time of such regular or special meeting after such meeting is properly set or called in accordance with these Bylaws. Any one (1) or more of the members of the Board of Directors, other than a member appointed by Declarant, may be removed with or without cause by an affirmative vote of sixty-seven percent (67%) of the voting power of the Owners present in person or represented by proxy and eligible to vote. Any member of the Board of Directors whose removal has been proposed shall be given an opportunity to be heard at the meeting. Successors may then and there be elected by a majority of the remaining Board of Directors. If the entire Board of Directors is removed at once, an election by the Owners present in person or represented by proxy and eligible to vote to fill the vacancies thus created shall be immediately held at the same meeting.

Section 4.6 Vacancies.

(a) During Period of Declarant Control. During the Period of Declarant Control, if a member of the Board of Directors dies or resigns, Declarant shall appoint a new member of the Board of Directors.

(b) After the Period of Declarant Control. After the Period of Declarant Control, any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of all of the remaining Board of Directors (though the remaining members may be less than a quorum of the Board of Directors). The term of the member of the Board of Directors so elected shall be coincident with the term of the replaced member of the Board of Directors.

Section 4.7 Quorum of the Board of Directors. A majority of the number of members of the Board of Directors fixed from time to time by these Bylaws shall constitute a quorum for the transaction of business. Any act by a majority vote of the Board of Directors in attendance where a quorum is present shall be an act of the Board of Directors.

Section 4.8 Place and Notice of the Board of Directors Meetings. Any regular or special meetings of the Board of Directors may be held at such place within or without the State of Colorado and upon such notice as the Board of Directors may prescribe. Any special meeting of the Board of Directors shall be preceded by at least two days' notice of the date, time and place of the meeting. The Board of Directors shall hold a regular meeting at least once each year and shall, in addition, meet as often as they deem necessary or desirable to perform their duties

hereunder. Attendance of a member of the Board of Directors at any meeting shall constitute a waiver of notice of such meeting, except when a member of the Board of Directors attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Before, at, or after any meeting of the Board of Directors, any member of the Board of Directors may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the waiver of notice of such meeting. The Board of 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 members of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

Section 4.9 Powers and Duties. The Board of Directors shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary, desirable, or appropriate for the administration of the affairs of the Association and for the operation and maintenance of the Project, including (but not limited to) the powers and duties stated in the Declaration.

Section 4.10 Managing Agent. The Board of Directors may employ for the Association a Managing Agent at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize; provided, however, that the Board of Directors in delegating such duties shall not be relieved of its responsibility under the Declaration. The Managing Agent shall maintain fidelity insurance coverage or a bond for the benefit of the Association in an amount of not less than fifty thousand dollars (\$50,000.00), or such higher amount as the Board of Directors may require. The Managing Agent shall maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the Managing Agent and shall maintain all reserve accounts for the Association separate from the operational accounts of the Association. The Managing Agent shall provide an annual accounting for Association funds and a financial statement, which shall be prepared using generally accepted accounting principles or the cash or tax basis of accounting, to the Association. Any contract that the Board of Directors enters into with a Managing Agent shall provide that the contract is terminable for cause without penalty to the Association and shall be subject to renegotiation from time to time.

Section 4.11 Compensation of the Members of the Board of Directors. Except as provided in this Section 4.11., members of the Board of Directors shall not be paid any compensation for their services performed as members of the Board of Directors unless a resolution authorizing such remuneration shall have been adopted by the members of the Association.

Section 4.12 Board of Directors Meetings. All meetings of the Board of Directors, will be open to the Owners and Designated Representatives, and the Owners and Designated Representatives shall be permitted to attend, listen and speak at an appropriate time as determined by the Board of Directors before the Board votes on an issue under discussion. Owners or Designated Representatives who are not members of the Board of Directors may not participate in any deliberation or discussion unless expressly so authorized by a vote of a

majority of a quorum of the Board of Directors. Further, the Board of Directors may place reasonable time restrictions upon those persons speaking during the meeting. If requested, the Board of Directors shall allow a reasonable number of persons to speak on each side of an issue.

Section 4.13 Executive Sessions. Meetings of the Board of Directors may be held in executive session(s), without giving notice and without the requirement that they be open to Owners, in the following situations:

(a) matters pertaining to employees of the Association or involving the employment, promotion, discipline or dismissal of an officer, agent, or employee of the Association;

(b) consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;

(c) investigative proceedings concerning possible or actual criminal misconduct;

(d) matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;

(e) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy; and

(f) review of or discussion relating to any written or oral communications from legal counsel.

Upon the final resolution of any matter for which the Board of Directors received legal advice or that concerned pending or contemplated litigation, the Board of Directors may elect to preserve the attorney-client privilege in any appropriate manner, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting.

Section 4.14 Conflict of Interest. If any contract, decision or other action taken by or on behalf of the Board of Directors would financially benefit any member of the Board of Directors or any person who is a parent, grandparent, spouse, child or sibling of a member of the Board of Directors or a parent or spouse of any of those persons, that member of the Board of Directors shall declare a conflict of interest for that issue. The member shall declare the conflict in an open meeting, prior to any discussion or action regarding such issue. After making such declaration, the member shall not vote on the issue with respect to which there is a conflict, but may appoint another Owner to participate in the discussion and to vote on the issue. Any contract that is entered into in violation of this paragraph shall be void and unenforceable. This paragraph shall not be construed to invalidate any provision of the Declaration, these Bylaws or any other document that more strictly defines conflicts of interest or contains further limits on the participation of members of the Board of Directors who may have conflicts of interest.

ARTICLE 5. OFFICERS AND THEIR DUTIES

Section 5.1 Enumeration of Officers. The officers of the Association shall be a president, vice president, secretary, and treasurer, and such other officers as the Board of Directors may from time to time by resolution create. The president must be a member of the Board of Directors.

Section 5.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors and thereafter at the first meeting of the Board of Directors following each annual meeting of the Owners.

Section 5.3 Term. The officers shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless such officer shall sooner die, resign, or shall be removed or otherwise disqualified to serve.

Section 5.4 Special Appointments. The Board of Directors may elect such other officers 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 of Directors may from time to time determine.

Section 5.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, 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.

Section 5.6 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 5.7 Multiple Offices. Any two (2) or more offices may be held by the same person.

Section 5.8 Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Owners and of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign on behalf of the Association all leases, mortgages, deeds, notes and other written instruments; and shall exercise and discharge such other duties as may be required of the president by the Board of Directors. In addition, the president shall have all of the general powers and duties that are incident to the office of president of a nonprofit corporation organized under the laws of the State of Colorado, including but not limited to, the power to appoint committees from among the Owners from time to time as the president may decide is appropriate to assist in the conduct of the affairs of the Association. The president may fulfill the role of treasurer in the absence of the treasurer. The president may cause to be prepared and may execute amendments, attested by the secretary, to the Declaration (in accordance with the

provisions of the Declaration) and these Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

(b) Vice President. The vice president shall act in the place and stead of the president in the event of his or her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of the vice president by the Board of Directors.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Owners; keep the corporate stamp or seal of the Association, if any, and place it on all papers requiring said stamp or seal, if necessary; serve notice of meetings of the Board of Directors and of the Owners; keep appropriate current records showing the Owners and Designated Representatives together with their addresses; and shall perform such other duties as may be required of the secretary by the Board of Directors.

(d) Treasurer. The treasurer shall receive and may endorse on behalf of the Association, for collection only, all checks, notes, and other obligations and shall deposit the same and all monies in appropriate bank accounts of the Association. The treasurer shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; at the direction of the Board of Directors, cause an audit of the Association books to be made; and prepare the annual Budget and a statement of income and expenditures to be presented to the Owners at the regular annual meeting of Owners, and deliver a copy of each to the Owners. Except for reserve funds described below, the treasurer may have custody of and shall have the power to endorse for transfer, on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others. Reserve funds of the Association shall be deposited in such segregated accounts or other investments, as the Board of Directors decides in accordance with the Rules and Regulations. Funds may be withdrawn from these reserves for the purposes for which they were deposited, by check or order, by the Treasurer or another officer provided that the Board of Directors may adopt resolutions imposing limitations on the manner of withdrawal or requiring more than one signatory for certain types of withdrawals.

Section 5.9 Execution of Instruments. All agreements, contracts, deeds, leases, checks, notes and other instruments of the Association may be executed by any person or persons as may be designated by resolution of the Board of Directors, including the Managing Agent. Any officer may prepare, execute, certify and record duly adopted amendments to the Declaration on behalf of the Association. If appropriate, the Managing Agent or any officer of the Association may file an election under Section 528 of the Internal Revenue Code in any given year for the Association.

ARTICLE 6. INDEMNIFICATION OF MEMBERS OF THE BOARD OF DIRECTORS AND OFFICERS

Section 6.1 Actions Other than by or in the Right of the Association. The Association shall indemnify any Person who was or is a party, or is threatened to be made a party to any pending or completed action, suit or proceeding, whether civil, criminal, administrative or

investigative (other than an action by or in the right of the Association) by reason of the fact that such Person is or was a member of the Board of Directors or officer, who is or was serving at the request of the Association in such capacity, against expenses (including expert witness fees, attorneys' fees and costs) judgments, fines, amounts paid in settlement actually and reasonably incurred by such Person in connection with such action, suit or proceeding, if such Person acted in good faith and in a manner that he or she reasonably believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Determination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the Person did not act in good faith and in a manner such Person reasonably believed to be in the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe his or her conduct was unlawful; provided, however, no indemnification shall be made in respect of any claim, issue or matter as to which such Person has been adjudged to be liable on the basis such Person derived an improper personal benefit unless, and to the extent that, the court in which such action or suit was brought determines upon application that (despite the adjudication of liability), in view of all circumstances of the case, such Person is fairly and reasonably entitled to indemnification for such expenses.

Section 6.2 Actions by or in the Right of the Association. The Association shall indemnify any Person who was or is a party or who is threatened to be made a party to any pending or completed action or suit by or in the right of the Association to procure judgment in its favor by reason of the fact that such Person is or was a member of the Board of Directors or officer or is or was serving at the request of the Association in such capacity, against reasonable expenses incurred by such Person in connection with the defense or settlement of such action or suit if such Person acted in good faith and in a manner that he or she reasonably believed to be in the best interests of the Association; but no indemnification shall be made in respect of any claim, issue or matter as to which such Person has been adjudged to be liable for negligence, recklessness, or willful misconduct in the performance of his or her duty to the Association unless, and to the extent that, the court in which such action or suit was brought determines upon application that (despite the adjudication of liability), in view of all circumstances of the case, such Person is fairly and reasonably entitled to indemnification for such expenses.

Section 6.3 Successful on the Merits. To the extent that a member of the Board of Directors or officer of the Association has been wholly successful on the merits in defense of any action, suit or proceeding referred to in Section 6.1 or Section 6.2 of this Article 6, or in defense of any claim, issue or matter therein, such Person shall be indemnified against expenses (including expert witness fees, attorneys' fees and costs) actually and reasonably incurred by him or her in connection therewith.

Section 6.4 Determination Required. Any indemnification under Sections 6.1 or 6.2 of this Article 6 (unless ordered by a court) and as distinguished from Section 6.3 of this Article 6, shall be made by the Association only as authorized by the specific case upon a determination that indemnification of such Person is proper in the circumstances, because such Person has met the applicable standard of conduct set forth in Sections 6.1 or 6.2 above. Such determination shall be made by the Board of Directors by majority vote of those members of the Board of Directors who were not parties to such action, suit or proceeding or, if a majority of disinterested members of the Board of Directors so directs, by independent legal counsel or by members entitled to vote thereon. Such determination shall be reasonable, based on substantial evidence of record, and supported by a written opinion. The Board of Directors shall provide a copy of its written opinion to the Person seeking indemnification upon request.

Section 6.5 Payment in Advance of Final Disposition. The Association shall pay for or reimburse the reasonable expenses incurred by a former or current member of the Board of Directors or officer who is a party to a proceeding in advance of final disposition of the proceeding if: a) such Person furnishes to the Association a written affirmation, executed personally or on such Person's behalf, of his or her good faith belief that he or she has met the standard of conduct described in Sections 6.1 or 6.2 of this Article 6; b) such Person furnishes to the Association a written agreement, executed personally or on such Person's behalf, to repay the advance if it is ultimately determined that he or she did not meet the required standard of conduct; and c) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article. The undertaking required in this paragraph shall be an unlimited general obligation of the Board of Directors but need not be accepted by a particular Board member or officer or may be accepted without reference to financial ability to make repayment.

Section 6.6 No Limitation of Rights. The indemnification provided by this Article 6 shall not be deemed exclusive of nor a limitation upon any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of the members or disinterested members of the Board of Directors, or otherwise, nor by any rights which are granted pursuant to the Act and the Nonprofit Act.

Section 6.7 Directors and Officers Insurance. As and to the extent provided in the Declaration, the Association shall purchase and maintain insurance on behalf of any Person who is or was a member of the Board of Directors or an officer of the Association against any liability asserted against him or her and incurred by such Person in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify such Person against such liability under provisions of this Article.

ARTICLE 7. BYLAWS

Section 7.1 Amendments. These Bylaws may be amended by (i) a vote of a majority of a quorum of the Board of Directors at a regular or special meeting of the Board of Directors, or (ii) at any regular meeting of the Owners or at any special meeting called for the purpose of amending the Bylaws, by the affirmative vote of a majority of a quorum of Owners present at the meeting in person or represented by proxy and eligible to vote. Any amendment shall be binding upon every Owner. Any provision of these Bylaws adopted at a regular or special meeting of the Owners may thereafter only be amended at a regular or special meeting of the Owners. Notwithstanding the above, neither the Board nor the Owners shall have any power to amend the Bylaws in such a manner as to materially change the effect of the express provisions of the Declaration unless any standard for an amendment of such provisions in the Declaration is satisfied. No amendment shall serve to shorten the term of any member of the Board of Directors, or conflict with the Nonprofit Act or the Act or delete any provision which must be contained in these Bylaws under the terms of the Nonprofit Act or the Act, or conflict with the Articles of Incorporation of the Association.

Section 7.2 Compliance with the Act. These Bylaws are intended to comply with the requirements of the Act and the Nonprofit Act. If any of these Bylaws conflict with the provisions of the Act or the Nonprofit Act, the provisions of the Act or the Nonprofit Act, as applicable, will govern the Association.

Section 7.3 Conflict between Documents. In the case of any conflict between or among the Governing Documents, the Declaration controls over the Articles of Incorporation, these Bylaws and the Rules and Regulations. The Articles of Incorporation control over these Bylaws and the Rules and Regulations. These Bylaws control over the Rules and Regulations.

ARTICLE 8. COMMITTEES

The Board of Directors may appoint such committees as deemed appropriate which, to the extent provided for in the resolution appointing the committee and allowed by law, shall have the powers of the Board of Directors in the management and affairs and business of the Association, as described in the Declaration.

ARTICLE 9. INFORMATION, BOOKS AND RECORDS

Section 9.1 Statement of Unpaid Assessments. The Association shall provide statements of unpaid assessments in accordance with Section 33-33.3-316 of the Act, as described in the Declaration. The treasurer, a Managing Agent employed by the Association or, in their absence, any officer having access to the books and records of the Association may prepare, certify, and execute such statements. The amount of any fee for preparing such statements of unpaid Assessments and the time of payment shall be set forth in the Rules and Regulations. Any such fee that is not paid when due may be assessed as a default Assessment against the Unit for which the certificate or statement is furnished.

Section 9.2 Owner Education. The Association or a Managing Agent employed by the Association shall provide to the Owners, at least one time per year, free of charge, education regarding the general operations of the Association as well as the rights and responsibilities of Owners, the Association and the Board of Directors under Colorado law.

Section 9.3 Disclosure of Basic Information. The Association or its Managing Agent shall provide to the Owners, at least one time per year, a written notice stating: (a) the name of the Association; (b) the name of the Project; (c) the initial date of recording for the Declaration and its reception number or book and page; (d) the name of the Association's Managing Agent, if any; and (e) a valid physical address and telephone number for both the Association and the Managing Agent.

Section 9.4 Turnover of Declarant Control - Deliveries from Declarant to Association. Within sixty (60) days after the Owners other than the Declarant elect a majority of the members of the Board of Directors, the Declarant shall deliver to the Association all property of the Owners and of the Association held by or controlled by the Declarant, including without limitation the following items (to the extent they are in Declarant's possession or control):

(a) the original or a certified copy of the recorded Declaration and Map and any amendments thereto, the Articles of Incorporation, the Bylaws, minute books, other books and records, and any Rules and Regulations which may have been promulgated;

(b) an accounting for Association funds and financial statements, commencing on the date the Association first received funds and ending on the date the Period of Declarant Control ends. The financial statements shall be prepared using generally accepted accounting principles or the cash or tax basis of accounting and shall be audited by an independent certified public accountant and shall be accompanied by the accountant's letter, expressing either the opinion that the financial statements present fairly the financial position of the Association in conformity with generally accepted accounting principles or a disclaimer of the accountant's ability to attest to the fairness of the presentation of the financial information in conformity with generally accepted accounting principles and the reasons therefor. The expense of the audit shall not be paid for by or charged to the Association;

(c) the Association funds or control thereof;

(d) all of the Declarant's tangible personal property that has been represented by the Declarant to be the property of the Association or all of the Declarant's tangible personal property that is necessary for, and has been used exclusively in, the operation and enjoyment of the Common Elements, together with an inventory of such property (if any) and the Declarant shall convey all personal property itemized in the inventory to the Association by bill of sale;

(e) a copy, for the non-exclusive use of the Association, of any plans and specifications used in the construction or renovation of the Improvements;

(f) all insurance policies then in force, in which the Owners, the Association or its members of the Board of Directors and officers are named as insured Persons;

(g) copies of any certificates of occupancy that may have been issued with respect to the Improvements;

(h) any permits issued by governmental bodies applicable to the Project and which are currently in force or which were issued within one year prior to the date on which Owners other than the Declarant took control of the Association;

(i) any written warranties of the contractor, subcontractors, suppliers, and manufacturers that are still effective;

(j) a roster of Owners and First Mortgagees and their addresses and telephone, if known, as shown on the Declarant's records;

(k) employment contracts in which the Association is a contracting party; and

(l) any service contract in which the Association is a contracting party or in which the Association or the Owners have any obligation to pay a fee to the Persons performing the numbers services,

Section 9.5 Disclosure of Financial Information To Owners by Association. Within ninety (90) days after the Association assumes control of the Board of Directors from the Declarant and within ninety (90) days following the end of each fiscal year thereafter, the Association or its Managing Agent shall make the following information available to the Owners

by: (1) a posting on an internet web page with accompanying notice of the web address via first class mail or electronic mail; (2) the maintenance of a literature table or binder at the Association's principal place of business; or (3) mail or personal delivery:

- (a) the date on which the fiscal year for the Association commences;
- (b) the Association's Budget for the current fiscal year;
- (c) a list, by Unit type, if applicable, of the Association's current Assessments, including both annual and special Assessments;
- (d) the Association's annual financial statements, which shall be prepared using generally accepted accounting principles or the cash or fax basis of accounting, including any amounts held in reserve for the fiscal year immediately preceding the current annual disclosure;
- (e) the results of any financial audit or review pursuant to Section 9.6 for the fiscal year immediately preceding the current annual disclosure;
- (f) a list of all Association insurance policies which states, with respect to each insurance company: names, policy limits, policy deductibles, additional named insureds and expiration dates of policies listed, including but not limited to, property, general liability, director and officer professional liability and fidelity policies;
- (g) the Association's Bylaws, Articles, and any Rules and Regulations adopted by the Board of Directors;
- (h) the minutes of the meetings of the Board of Directors and of the Owners for the fiscal year immediately preceding the current annual disclosure; and
- (i) the Association's responsible governance policies adopted pursuant to Section 38-33.3-209.5 of the Act.

Section 9.6 Audits. The cost of any audit or review shall be a Common Expense, except as provided in Section 9.4(b) regarding the audit provided as part of the turnover of Declarant Control of the Association. At the discretion of the Board of Directors or if required pursuant to the following paragraph, an audit by a certified public accountant utilizing generally accepted auditing standards, or a review using statements on standards for accounting and review services, shall be conducted by an independent and qualified Person selected by the Board of Directors. Such Person selected to conduct a review shall have at least a basic understanding of the principles of accounting pursuant to Section 38-33.3-303(4) of the Act. The audit or review report shall cover the Association's financial statements, which shall be prepared using generally accepted accounting principles or the cash or tax basis of accounting.

An audit shall be required if the Association has annual revenues or expenditures of at least two hundred and fifty thousand dollars (\$250,000.00) and the audit is requested by Owners of at least one-third (1/3) of the Units represented by the Association. A review shall be required only when requested by the Owners of at least one-third (1/3) of the Units represented by the Association. No later than thirty (30) days following completion, copies of any audit or review conducted pursuant to this Section 9.6 shall be made available to any Owner who requests a copy.

Section 9.7 Examination. All records maintained by the Association or the Managing Agent shall be available for examination and copying by any Owner or by any of their duly authorized representatives or requesting Eligible First Mortgagees, at the expense of the Person examining the records, during normal business hours and after reasonable notice or at the next regularly scheduled meeting if such meeting occurs within thirty (30) days after the request for such records. The Board of Directors may impose restrictions on the commercial or any other use of any list of Owners obtained pursuant to this Article 9 that is not directly related to Association business.

Section 9.8 Records. The Association shall keep the following records in written form or another form capable of conversion into written form within a reasonable time:

- (a) An account for each Unit, which shall designate the name and address of each Owner, the name and address of each mortgagee who has given notice to the Association that it holds a mortgage on the Unit, the amount of each Assessment, the dates on which each Assessment comes due, the amounts paid on the account and the balance due;
- (b) financial records sufficiently detailed to enable the Association to comply with Section 38-33.3-31 6(8) of the Act concerning statements of unpaid Assessments;
- (c) the Roster (as defined in Section 9.9) in a form that permits preparation of a list of the names and addresses of all Owners and Designated Representatives showing the number of votes to which each Owner is entitled;
- (d) The current operating Budget;
- (e) A record of insurance coverage provided for the benefit of Owners and the Association;
- (f) Tax returns for state and federal income taxation;
- (g) Minutes of proceedings of all meetings of the Owners, Board of Directors and its committees, records of all actions taken by the Owners or Board of Directors by written ballot or written consent in lieu of a meeting, records of all actions taken by committees of the Board of Directors and a record of all waivers of notices of meetings of the Owners, the Board of Directors or any committee of the Board of Directors;
- (h) A copy of the most current versions of the Articles of Incorporation, Declaration, these Bylaws, Rules and Regulations, and resolutions of the Board of Directors, along with their exhibits and schedules, any covenants, the minutes of all meetings of the Owners and records of all action taken by Owners without a meeting for the past three (3) years, all written communications within the past three (3) years to Owners generally as Owners, a list of the names and business or home addresses of the current members of the Board of Directors and of the officers, the Association's most recent annual report, if any, and all financial audits and reviews conducted pursuant to Section 38-33. preceding three (3) years;

(i) Such records as may be necessary to comply with the requirements of Section 303(9) of the Act; and

(j) Such other records as the Board of Directors may determine from time to time are necessary or desirable. In the event that the Act is amended to alter the records requirements currently set forth in this Section, these Bylaws may be modified accordingly by the Board.

Section 9.9 Roster. The Association shall annually compile a roster of the name and address of each of the Owners and Designated Representatives and the number of votes that each Unit is entitled to (the “**Roster**”). The Association shall provide a copy of the Roster to any Owner upon receipt of a written request from such Owner; provided that the names and addresses of other Owners on the Roster shall only be provided if the written request (i) states the reason for the request; and (ii) the requesting Owner executes and delivers to the Association, a confidentiality agreement and affidavit (“**Confidentiality Agreement**”), in a form reasonably acceptable to the Association, stating that the names and addresses in the Roster will be used only for purposes reasonably related to the Owners’ interest in the Association. Each Owner who requests and receives a copy of the Roster thereby agrees that he or she will not make any commercial use of the Roster, will not use the Roster to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election to be held by the Association and will not distribute a copy of the Roster or any portion thereof to any third party.

ARTICLE 10. CORPORATE SEAL

The Association may have a seal or stamp in circular form having within its form the words: “3381 South Grand Homeowners Association.”

ARTICLE 11. FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation. The Board of Directors may by amendment to the Bylaws establish a different fiscal year for the Association.

ARTICLE 12. RULES AND REGULATIONS

The Board of Directors shall have the right to establish, amend, and enforce, from time to time, such Rules and Regulations as the Board of Directors may deem necessary and appropriate for the management, preservation, safety, control, and orderly operation of the Project for the benefit of all Owners and Occupants, and for facilitating the greatest and most convenient availability and use of the Units and Common Elements by Owners and Occupants. Such Rules and Regulations may include (without limitation) a system of late charges and/or interest for untimely payment of Assessments, fees for review by the Association of matters required under the Declaration, and fees and fines for noncompliance with the Rules and Regulations and other obligations set forth in the Declaration and these Bylaws. The Board of Directors shall provide notice of the adoption or amendment of any Rules and Regulations and make such amended Rules and Regulations available for inspection by all Owners, Occupants, contract purchasers and Eligible First Mortgagees during convenient weekday business hours at the principal office of the Association. Such Rules and Regulations may, to the extent not in conflict with the provisions of the Declaration, the Articles of Incorporation and these Bylaws, impose reasonable

restrictions upon the use and occupancy of any portion of the Project as the Board of Directors, in its sole and absolute discretion, deems necessary and appropriate. Each Owner agrees that all such Owners' ownership rights shall be in all respects subject to the Rules and Regulations, and each Owner agrees to obey such Rules and Regulations as the same may lawfully be amended from time to time, and to ensure that the same are faithfully observed by Occupants of such Owners' Unit. Each Person who comes within the Project shall be subject to the Rules and Regulations for the duration of his presence therein. A copy of the Rules and Regulations, as amended from time to time, shall be made available to Owners, Occupants and contract purchasers upon request and payment of a reasonable fee.

ARTICLE 13. MEMBERSHIP RIGHTS AND PRIVILEGES

Section 13.1 Rights and Privileges of Members. No member shall have the right, without the prior approval of the Board of Directors, to exercise any of the powers or to perform any of the acts delegated to the Board of Directors by these Bylaws or the Declaration. Each member shall have all of the rights and privileges, including but not limited to property rights and easement rights of access over and use and enjoyment of the Common Elements, granted to the members by the Declaration, subject to such limitations as may be imposed in accordance therewith.

Section 13.2 Suspension of Rights. The Association shall have the right to suspend the rights and privileges of an Owner as a member of the Association for the period during which any Assessment owed by such Owner remains unpaid and delinquent, all as further described in the Declaration.

ARTICLE 14. INTERPRETATION

The provisions of these Bylaws shall be liberally construed to effect the purpose of ensuring that the Project shall at all times be operated and maintained in a manner so as to optimize and maximize its enjoyment and utilization by each Owner and Occupant.

IN WITNESS WHEREOF, Declarant has executed these Bylaws Declaration the day and year first above written.

DECLARANT

Print Name:

Its:

[illegible]

Acknowledged, subscribed and sworn to me before me this ZZ day _____ of /_____/ , 2023 by
as _____ of _____, _____ LLC, a Colorado
limited liability
company, Declarant.

WITNESS my hand and official seal.

My Commission expires: _____

MAINTENANCE PLAN AND AGREEMENT

for

Multifamily Development

3381 South Grand

Glenwood Springs, Colorado 81601

PARCEL ID: 2185-091-00-008

Prepared For:

Ben West

1319 Walz Avenue Glenwood Springs, Colorado 81601

A. Introduction

As part of the Certification of Occupancy, the following maintenance plan has been prepared for the Multifamily Development located at 3381 South Grand Avenue, Glenwood Springs, Colorado.

B. Site Description and Drainage Pattern

The site is approximately 19,962 square feet +/- (0.458 acres). The lot was redeveloped with a residential duplex) at the north side of the property and 3 - 3- bedroom single family units (two attached, one standalone). In addition to the new structures, other site improvements include utilities, grading, drainage, stormwater infrastructure, asphalt driveway access, parking, concrete sidewalks, and landscaping.

The site drains to two (2) Advanced Drainage Systems (ADS) StormTech chamber ponds. The ponds were constructed to handle the WQCV, minor and major storm events, as well as provide freeboard. The lot drains to the ponds via sheet flow, concrete pans, swales, storm drain inlets, and piping systems.

C. Site BMP Maintenance

The following Best Management Practices (BMPs) shall be implemented to prolong the life of the storm water infrastructure and to assure that the drainage facilities are functioning properly. Below, is a list of BMPs that shall be implemented after construction of the site. Refer to the As-Built plan for locations of all drainage facilities.

1. Mowing, trimming, and weed control shall be performed on a regular basis throughout the growing season. Mowing shall keep the grass to a length of no longer than six inches. Trimmings shall be picked up and removed from the mowed area or a bagging system shall be used. A mulching lawnmower may also be used.
2. All drainage facilities shall be inspected for damages on an annual basis. If structures are damaged to a point that they cannot function properly, then the structure must be replaced.
3. Leaves and debris shall be removed from the roof gutter system in the spring, after snow melts and in the fall once the trees have lost their leaves to prevent clogging in the buried roof drain pipes. If storm water spills over the gutters, then there may be a clog in the gutter system. The roof eave and gutters shall be cleaned by using a brush system or a hose to flush out the debris. The downspouts may need to be jetted with a high-pressure water system to remove any clogged debris.
4. Yard inlets and drain basins will be reviewed in the spring and after major storm events for debris and cleaned as needed.
5. Swales should be kept mowed or raked smooth and must not be filled with dirt or debris.

6. Subsurface Advanced Drainage Systems (ADS) StormTech Stormwater Management Systems. The frequency of inspection and maintenance varies by location. A routine inspection schedule needs to be established for each individual location based upon site specific variables. The type of land use (i.e. industrial, commercial, residential), anticipated pollutant load, percent imperviousness, climate, etc. all play a critical role in determining the actual frequency of inspection and maintenance practices. Minimum inspection and maintenance requirements include the following:
 - A. StormTech recommends annual inspections. Initially, the Isolator Row should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition.
 - B. StormTech Chambers must be inspected bi-annually until an understanding of the site's characteristics is developed. The maintenance manager can then revise the inspection schedule based on experience or local requirements.
 - C. Closely manage sediment loads on drainage facilities to prevent high sediment concentrations from clogging the drainage systems, especially the inlet structures and Isolator Rows.
 - D. Runoff from areas with pollutants that have the potential to contaminate groundwater should not be treated in the dry well.
 - E. Inspect systems annually and after every storm exceeding 0.5 inches.
 - F. Periodically remove sediment and debris that accumulates in the systems and upstream drainage facilities.
 - G. Routinely evaluate the drain-down time of the systems to ensure the maximum time of 24 hours is not exceeded. If drain-down times are exceeding the maximum, drain the systems via pumping and clean out the percolation area (the percolation barrel may be jetted to remove sediment accumulated in perforations). Monitor the percolation rate as a preemptive measure to detect changes in performance. A continuing decline in drainage performance may warrant further maintenance of surrounding rock, foundation stone, and geotextile fabric. If slow drainage persists, the system or components may need to be replaced.
 - H. Dispose of sediment, debris/trash, and any other waste material removed from a dry well at suitable disposal sites and in compliance with local, state, and federal waste regulations.
 - I. For further inspection and maintenance procedures, refer to manufacturer step- by-step instructions found in the *Chamber System Design Manual* and on their website at <https://assets.ads-pipe.com/m/770e887b972da86f/original/SC-160LP-SC-310-SC-740-DC-780-StormTech-Design-Manual.pdf>

D. Proper Function of BMP's

The drainage facilities will need to be inspected quarterly as well as after large storm events to assure that they are accepting all flow directed to them and to assure that they are functioning properly. Any removed material shall be disposed of in location approved by the City, such as the landfill.

If the roof eaves, gutter system and drain pipes are functioning correctly, water will not back up in the gutters and overtop them. Storm water shall drain to the drainage swales, where the runoff will be conveyed to the drainage facilities.

The drainage swales will need to be inspected quarterly and after large storm events. Debris and rubbish will need to be removed from the swales to prevent clogging and maintain the capacity established in the drainage study. Storm water will be collected in drain inlets and pipes, then conveyed to the underground treatment systems, where the runoff will percolate into the soils.

If the underground systems are functioning properly, storm water will collect and percolate into the gravel filter material along the perimeter and bottom of the chambers. Water from a storm event should not be visible within 24 hours after a minor storm event. If water remains present after small/minor storm events, the percolation area may be need to be jetted and pumped to remove accumulated sediment. Removed material shall be disposed of in location approved by the City.

E. Record Keeping

The above BMP plan shall prolong the lifespan of the storm water drainage facilities. The operation and maintenance of the storm water facilities shall be in compliance with the City of Glenwood Springs. If the owner cannot perform the routine facility checks discussed above, then they shall hire someone that can perform the duties in order to comply with the City of Glenwood Springs Engineering standards. All inspections and any maintenance performed on the drainage facilities shall be recorded in inspection and maintenance logs and made readily available for review by the City upon their request.

Agreement by:

Owner Name: _____

Signature: _____

Section: 22 Township: 6 Range: 89 Subdivision: IDDINGS BUCHHOLZ SUBDIVISION Lot: 1 AS PER PLAT RECEPTION NO. 922781 19962 SQ FT



Planning & Zoning Commission Staff Report

Date: October 24, 2023
To: Planning & Zoning Commission
From: Jim Hardcastle, Long Range Principal Planner
Subject: #56-23 - Location & Extent Review for City of Glenwood Springs

REQUEST	Consideration of a proposed 1,375sf municipal modular office building to house Water/Wastewater Treatment Field Operations.
APPLICANT	City of Glenwood Springs, Public Works Department
OWNER	City of Glenwood Springs
ZONE	I1- Light Industrial HP - Hillside Preservation
LOCATION:	2317 Wulfsohn Rd.; Parcel Identification Number 218506300032
SURROUNDING LAND USES	North: Colorado River, Union Pacific Railroad ROW, Colorado Department of Transportation, COGS CO Commercial, Garfield County Commercial, Residential, and Public Lands South, East, & West: Garfield County, Bureau of Land Management
LOT SIZE	90.88 acres

ACTION ITEM SUMMARY

Action 1: Consideration of a Location & Extent Review application for the addition of one (1) new 1,375sf municipal modular office building, an addition to existing structures and facilities for the Water/Wastewater Treatment Field Operations (WWTFO) in west Glenwood Springs.

Staff Recommendation: Staff recommends that the Planning and Zoning Commission approve the Location & Extent Review application with findings and conditions on page 7 of this report.

PROJECT SUMMARY/ANALYSIS

The City of Glenwood Springs (COGS) Public Works Department has proposed to build a 1,375sf administrative operation building to alleviate overcrowding in the current operations building on site. The character of the site is exclusively industrial and institutional with no other nearby or adjacent uses within a full direct view of the proposed or existing structures. The new structure will contain office uses for employees of the Water and Wastewater departments.

The images on the following page illustrate the zoning and area of the project.

Figure 1: City of Glenwood Springs Zoning Map

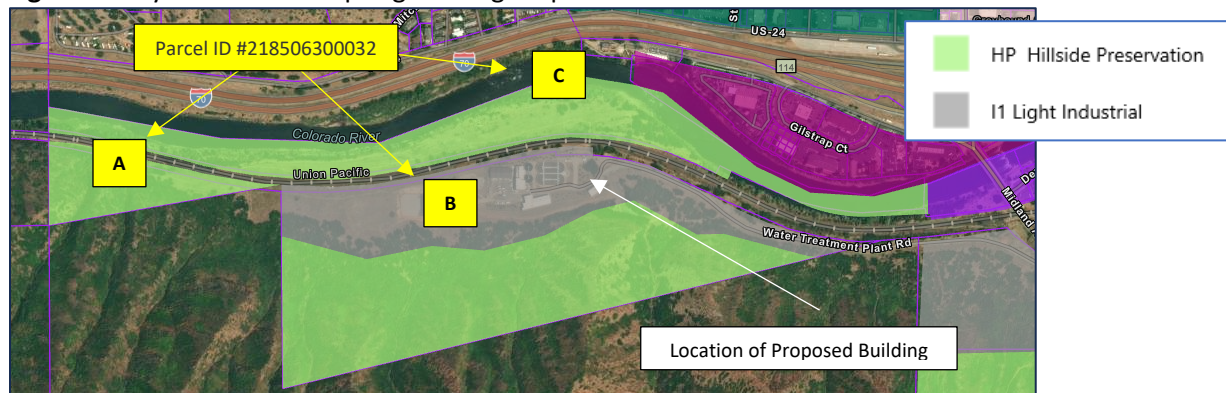
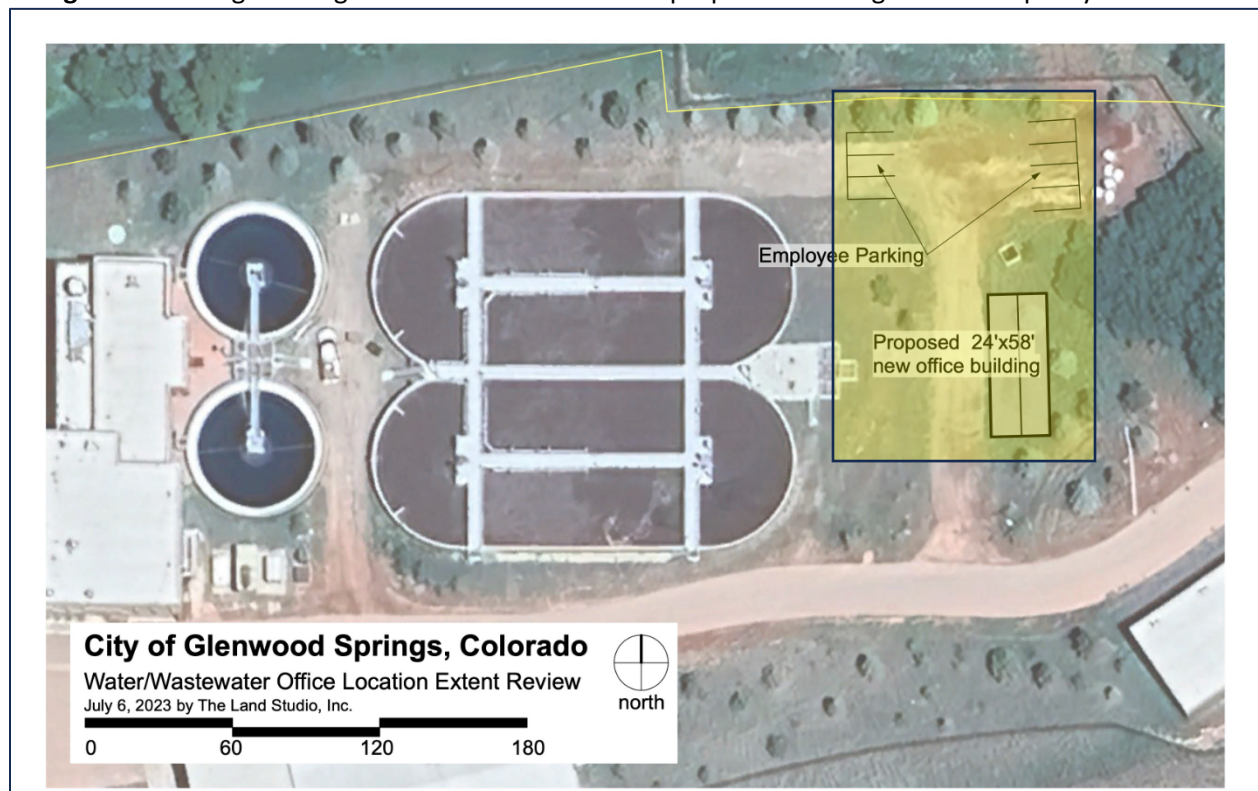


Figure 2: Existing building on the COGS WWTF and proposed building location in pale yellow



REVIEW PROCESS & APPROVAL CRITERIA:

The Planning and Zoning Commission is the deciding body for a Location & Extent review. Planning and Zoning Commission actions on this item may be one of the following:

- Approve item,
- Approve with conditions,
- Deny application, or

- Remand application back to the Director for further consideration.

LOCATION & EXTENT CRITERIA:

A Location & Extent Review is required of public and quasi-public special district. The criteria for approval are as follow:

1. Application is consistent with applicable Comprehensive Plan goals and polices
2. Application is consistent with general purpose and intent of the Municipal Code.
3. Application minimized adverse impacts to health, safety, and welfare of the inhabitants of surrounding areas and the city.

Below are the criteria and the staff analysis of proposed improvements.

1. Consistency with the Comprehensive Plan and other City plans and policies

The proposed expansion of WWTFO helps the City work towards several goals contained in the Comprehensive Plan. Below is a list of these goals and a discussion of how the proposal helps to meet them.

PUBLIC UTILITIES & SERVICES

“City Goal”: Direct development to locations and forms that are cost-effective to serve. (Page 35)

- The proposed expansion of facilities and grouping of team support at this location will help the City provide more efficient services throughout Glenwood Springs.

6.2 Allocate land for utility expansion. (Page 108)

- ***6.2.A - Determine where land acquisitions for utility expansion are needed and develop a plan accordingly.***
 - While the proposal does not include land acquisition, expanding the capacity of administrative services provided by the Water/Wastewater Department is also important.

6.9 Provide appropriate levels of service for emergency services. (Page 109)

- ***6.9.A Provide appropriate levels of service for emergency services such as police, fire protection, and hazard events services in response to growth.***
 - This proposed expansion of the WWTFO facilities will allow the City to better serve the general public with daily and emergency water service.

Comprehensive Plan - Future Land Use Map (FLUM). (Page 41, & active map layers in COGS GIS)

The proposed improvements also conform to the Comprehensive Plan’s future land use map as seen below. The property is classified as Institutional, which permits such uses such as churches, medical facilities, public buildings, and facilities which are proposed in this application request.

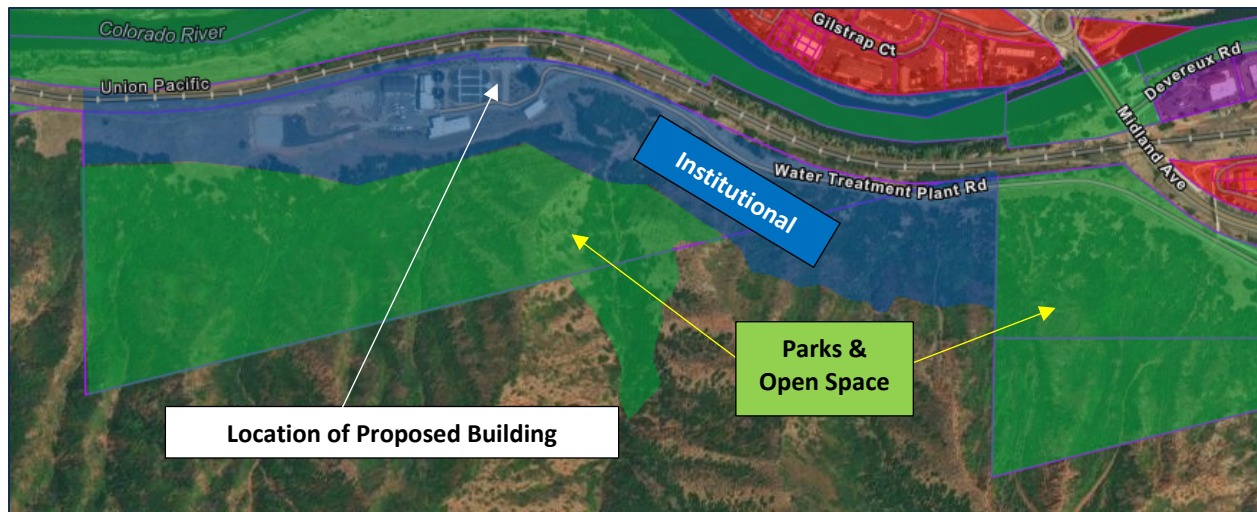


Figure 3: Future Land Use Map (FLUM), Comprehensive Plan Update 2023

2. Consistency with the general purpose and intent of this Code.

The following selected Code sections address how this project meets applicable Code requirements. All other Code sections regarding specific needs not applicable have been excluded based on the location of the proposed and existing municipal uses on site. The proposal has no interactions with public uses, businesses and their customers, through traffic, and no direct adjacent uses of any kind. Staff believes as this property is located on a dead-end utility access road, and it houses other municipal buildings that are not utilized or visited by the general public, strict compliance with the architectural standards would be out of character with the surrounding area and unnecessary.

General Zoning Requirements

The proposed structure complies with Title 070.020 zoning district standards for setback, building height; and with 070.030 for land uses allowed in the I/1-Light Industrial zone.

070.040.090 - Nonresidential and Mixed-Use Site and Building Design.

Climatic Conditions

The east/west facing façades of the building have been oriented to address snow and ice accumulation and are acceptable elements of this application. Staff find this requirement is met.

Building Elevations

The proposed building exceeds thirty (30) feet in length though is compliant in incorporating at least two (2) of the three (3) of the following elements:

- Glazed windows and doors
- Change in building, parapet, or roofline height of at least 2 feet.
 - This project proposes 2.5 feet in change over a 28 foot elevation run.

With little connection, impact, and integration with the general public, this facility gains little from compliance with the remaining building elevation requirements

Staff find this requirement is generally met.

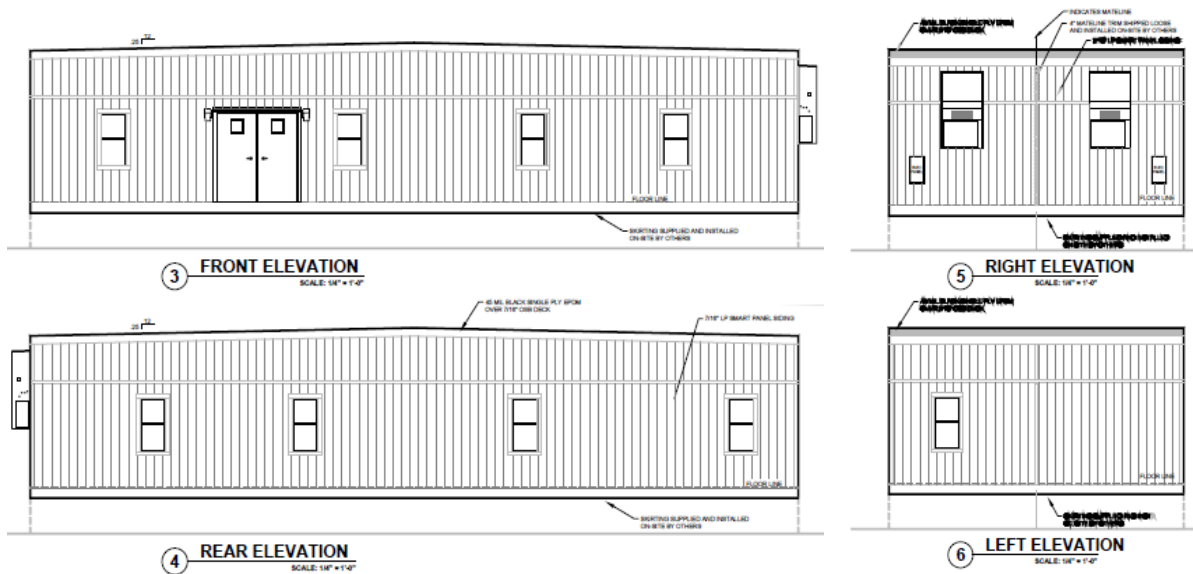


Figure 4: Elevations of the proposed building

Roofs

The applicant has a roofline that exceeds fifty (50) feet in length with a visual variation that incorporates a change in roof height of at least two (2) feet, as stated earlier this project proposes 2.5 feet in change over a 28ft elevation run. Staff find this requirement is met.

Landscaping

The Glenwood Springs Municipal Code requires that properties in the I/1 zone provide 10% of the site as landscaping. In this case, the proposed site is part of the larger 90+ acre property, split into 3 sections by the railroad ROW, which would require over 9 acres of landscape area. The site is located at the end of a gated road that is not open to the public and stands far apart from other uses. Traditional landscaping would not serve the function of the plant. Currently sage, scrub oak, numerous small flowering plants, grasses, and other native species populate and surround the property as it transitions to the Bureau of Land Management parcels around it.

Staff finds there is little benefit to requiring further landscaping in such an area when there is no contact with the general public, pedestrians, or commuters. Additionally, it would be inappropriate in this area to introduce landscaping that would require irrigation.

Although not in strict compliance with all aspects of the Development Code as noted above, the project is found to be consistent with the Code's general purpose and intent.

3. Minimizes adverse impacts to the health, safety, and welfare of the inhabitants of the surrounding areas and the city.

Staff does not believe the proposal constitutes a negative impact to surrounding properties or the health, safety, and welfare of the city's inhabitants, in fact with improved capacity to deliver more efficient services for the WWTF facility enhances their ability bring greater positive benefits to the community.

REVIEWING AGENCY COMMENTS

Colorado Parks & Wildlife responded and does not anticipate there will be any further impact to wildlife as the project is being built around existing structures.

PUBLIC COMMENTS

No public comments were received.

REQUIRED ACTIONS

Action Alternatives

The Planning and Zoning Commission may approve, approve with conditions, deny or continue this application to a future hearing with a request for additional specific information which it finds necessary to determine compliance with the Municipal Code and city goals and policies.

Action 1: Consideration of a Location & Extent Review application for the addition of one (1) new administrative structure, an addition to existing structures for the Water/Wastewater Treatment Field Operations (WWTFO) in west Glenwood Springs.

Staff Recommendation: Staff recommends that the Planning and Zoning Commission **approve** the Location & Extent Review application **with findings and conditions on page 7 of this report.**

Recommended Motion:

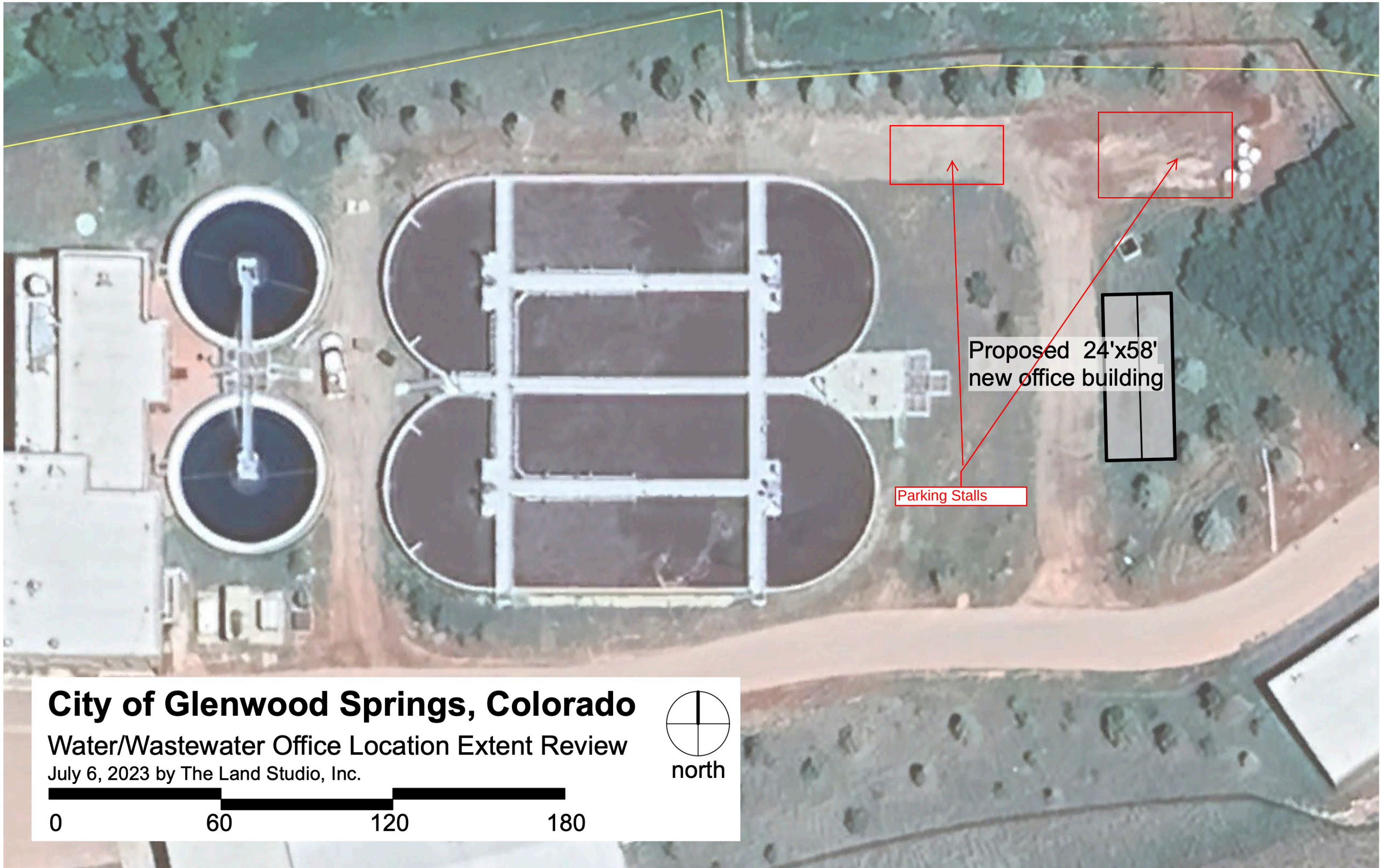
I recommend **approval** of this Location and Extent Review with the findings and conditions listed below.

Suggested Findings:

1. The proposal is consistent with the Comprehensive Plan and other City plans and policies;
2. The proposal is consistent with the general purpose and intent of this Code; and
3. The proposal minimizes adverse impacts to the health, safety, and welfare of the inhabitants of the surrounding areas and the city.

Suggested Conditions:

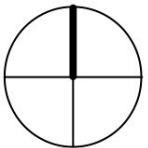
1. The applicant shall comply with all verbal representations made in the public hearings, as outlined in all application materials, and/or as revised per conditions herein and approved by the Community Development Director.
2. Prior to construction, applicant shall submit building and/or grading permit, as required.
3. The applicant shall provide exterior building color samples for Community Development Director review and approval at the time of building permit submission. The proposed colors shall be earth-tone.
4. The applicant shall provide lighting manufacturer information for all exterior lighting. Lighting shall be reviewed and approved by the Community Development Director prior to installation.
5. Any future physical changes to or improvements on the property are subject to the review and approval of the Community Development Director for compliance with applicable requirements of the Glenwood Springs Municipal Code.



City of Glenwood Springs, Colorado

Water/Wastewater Office Location Extent Review

July 6, 2023 by The Land Studio, Inc.



north



SECTION 05– SPECIAL INSPECTIONS

PER IBC 2021 SECTION 1705.3, SPECIAL INSPECTIONS AND TESTS OF CONCRETE CONSTRUCTION ARE NOT REQUIRED.

REQUIRED SPECIAL INSPECTIONS AND TESTS OF SOILS		
VERIFICATION AND INSPECTION TASK		CONTINUOUS DURING TASK LISTED
1	VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY	–
2	VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL	–
3	PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS	–
4	VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL	X
5	PRIOR TO PLACEMENT OF COMPACTED FILL, INSPECT SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY	–



GOFF ENGINEERING & SURVEYING, INC.
126 ROCK POINT
DRIVE SUITE A
P.O. BOX 97
DURANGO,
COLORADO 81302
(970) 247-1705
www.GoffEngineering.com



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GLENWOOD SPRINGS WWTP
MODULAR FOUNDATION
GLENWOOD SPRINGS, CO

Issue Record:
PERMIT SET 09/12/2023

Revisions:

Project Number: 23-140
Drawn By: KLR
Designed by: KLR/WHH
Checked By: WHH

Sheet

S0.1

GENERAL
NOTES



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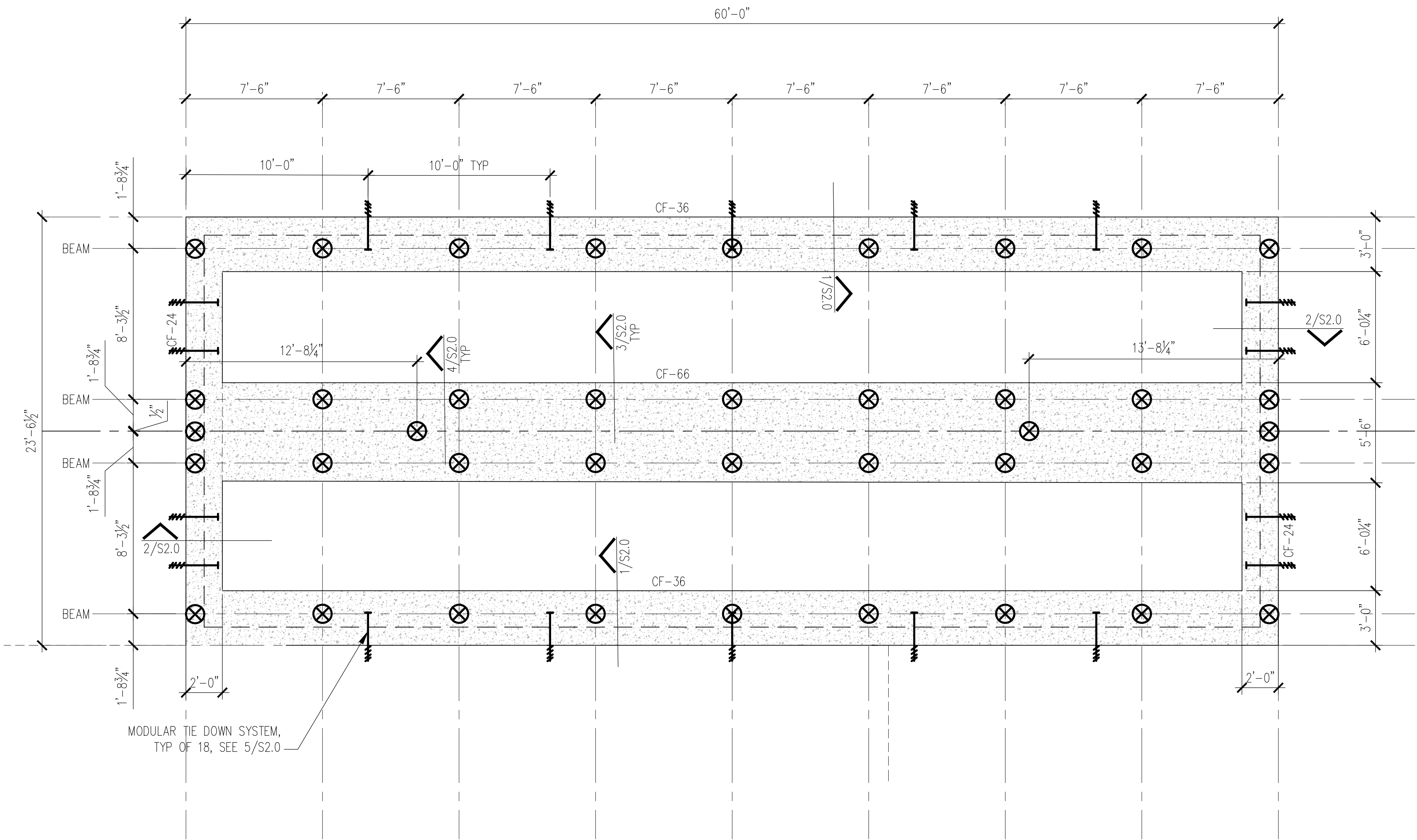
Drawn By: KLR

Designed by: KLR/WHH

Checked By: WHH

Sheet

S1.0
FOUNDATION
PLAN



FOUNDATION PLAN NOTES:

- SEE GENERAL NOTES ON S0.0 FOR ADDITIONAL DESIGN AND SPECIFICATION INFORMATION.
- CONSTRUCTION SEQUENCING SHALL BE COORDINATED WITH MODULAR BUILDING SUPPLIER. CONTRACTOR SHALL ASSUME EXCAVATION AND INTERIOR FOOTINGS SHALL BE COMPLETED WITH GRADING TO ALLOW MODULAR ACCESS FOR INSTALLATION.
- CONTRACTOR SHALL COORDINATE AND VERIFY IN FIELD FOOTING ELEVATIONS TO ENSURE THEY MEET 36" FROST DEPTH, AND COORDINATE FINISH FLOOR ELEVATION IN FIELD.
- BUILDING REFERENCE ELEVATION (100'-0") IS EQUAL TO TOP OF FOOTING ELEVATION. ALL ELEVATIONS SHOWN ON PLAN ARE RELATIVE TO THE BUILDING REFERENCE ELEVATION. CONTRACTOR SHALL VERIFY AND COORDINATE ELEVATIONS IN THE FIELD WITH THE MODULAR BUILDING.
- TOP OF FOOTING ELEVATIONS (100'-0") SHALL BE EQUAL TO FINAL FINISH GRADE.
- TOP OF MODULAR PIER ELEVATIONS AT CHASSIS BEAM SUPPORTS ARE ASSUMED TO BE 101'-4" AND TOP OF MODULAR PIER ELEVATIONS AT MATELINE ARE ASSUMED TO BE 102'-4". CONTRACTOR SHALL VERIFY AND COORDINATE ELEVATIONS IN FIELD WITH THE MODULAR BUILDING.
- AREAS TO SUPPORT THE CONCRETE FOOTINGS SHALL BE OVER EXCAVATED A MINIMUM OF TWELVE (12) INCHES BELOW THE BOTTOM OF BEARING. THE EXPOSED NATIVE SOILS SHALL BE SCARIFIED TO A DEPTH OF SIX (6) TO EIGHT (8) INCHES AND MOISTURE CONDITIONED TO TWO (2) PER CENT ABOVE THE LABORATORY DETERMINED OPTIMUM MOISTURE CONTENT AND COMPACTED. AFTER COMPACTION OF THE NATIVE SOILS, A MINIMUM TWELVE (12) INCH LAYER OF GRANULAR STRUCTURAL FILL (CDOT CLASS 6 AGGREGATE BASE COURSE OR APPROVED ALTERNATE) SHALL BE PLACED IN LIFTS NOT TO EXCEED EIGHT INCHES (8"), MOISTURE CONDITIONED AND COMPACTED. ALL NATIVE SOILS AND FILL SHALL BE COMPACTED TO AT LEAST NINETY FIVE PER CENT (95%) OF MAXIMUM DRY DENSITY AS DEFINED BY ASTM D698, STANDARD PROCTOR TEST.
- ALL BUILDING DIMENSIONS SHALL BE VERIFIED BY THE CONTRACTOR WITH THE MODULAR BUILDING.

FOOTING SCHEDULE

MARK	FOOTING SIZE	REINFORCING
CF-24	2'-0" WIDE x 36" THICK	SEE 2/S2.0
CF-36	3'-0" WIDE x 36" THICK	SEE 1/S2.0
CF-66	5'-6" WIDE x 12" THICK	(6) #5 LONG WAY, BOT #4 @ 18" OC SHORT WAY, BOT

TENSION LAP SPLICES
(U.N.O. ON DRAWINGS)

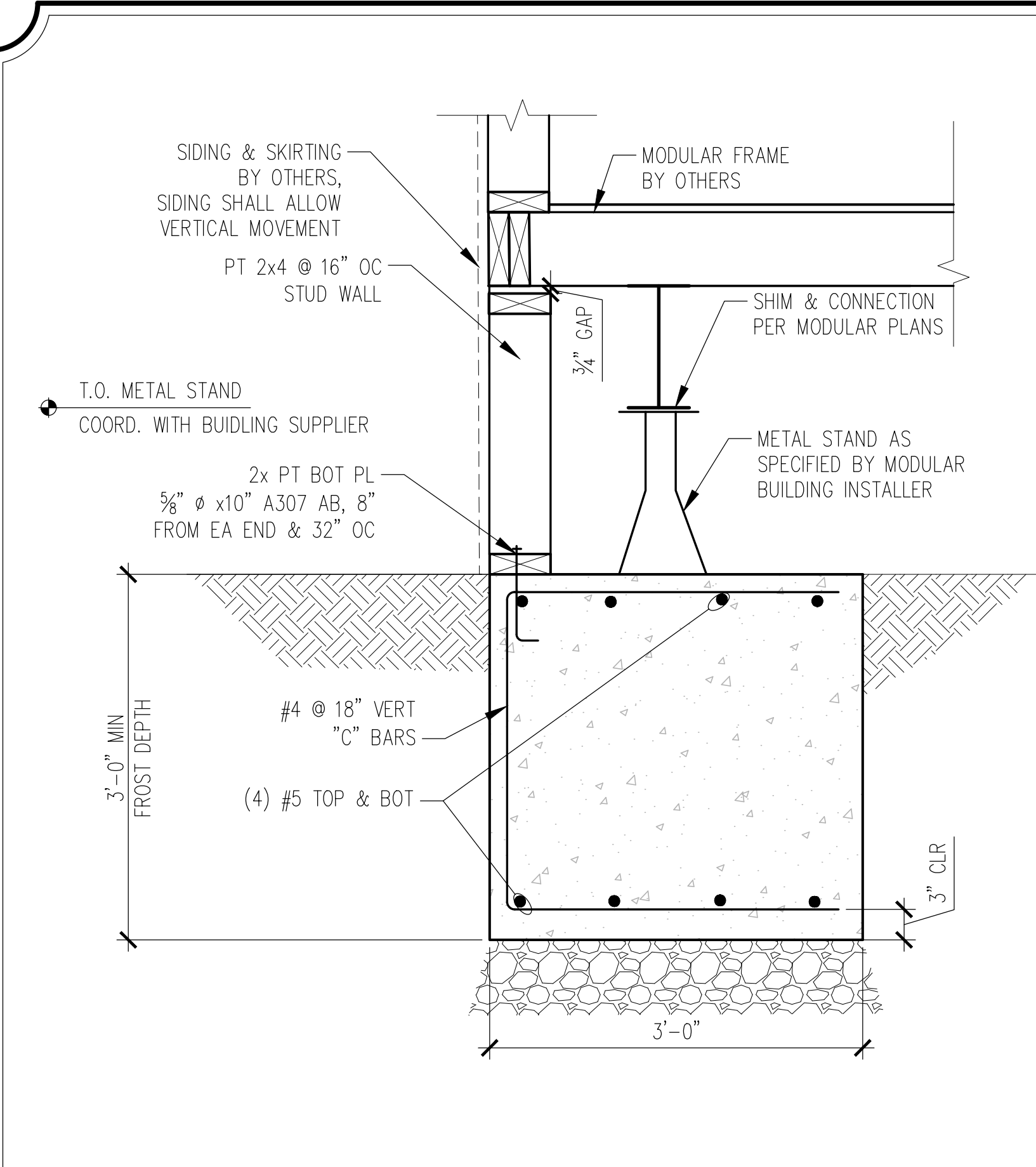
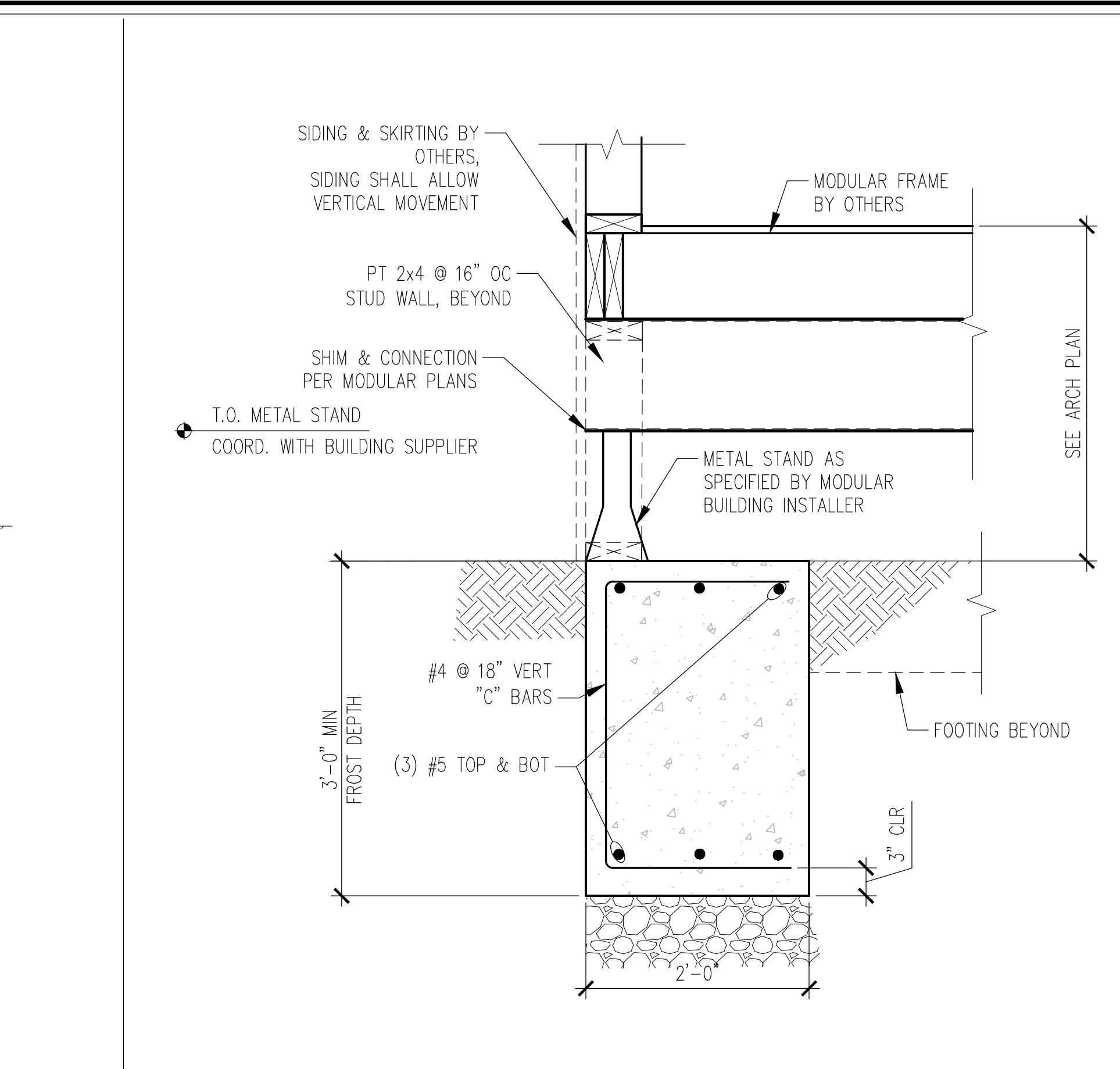
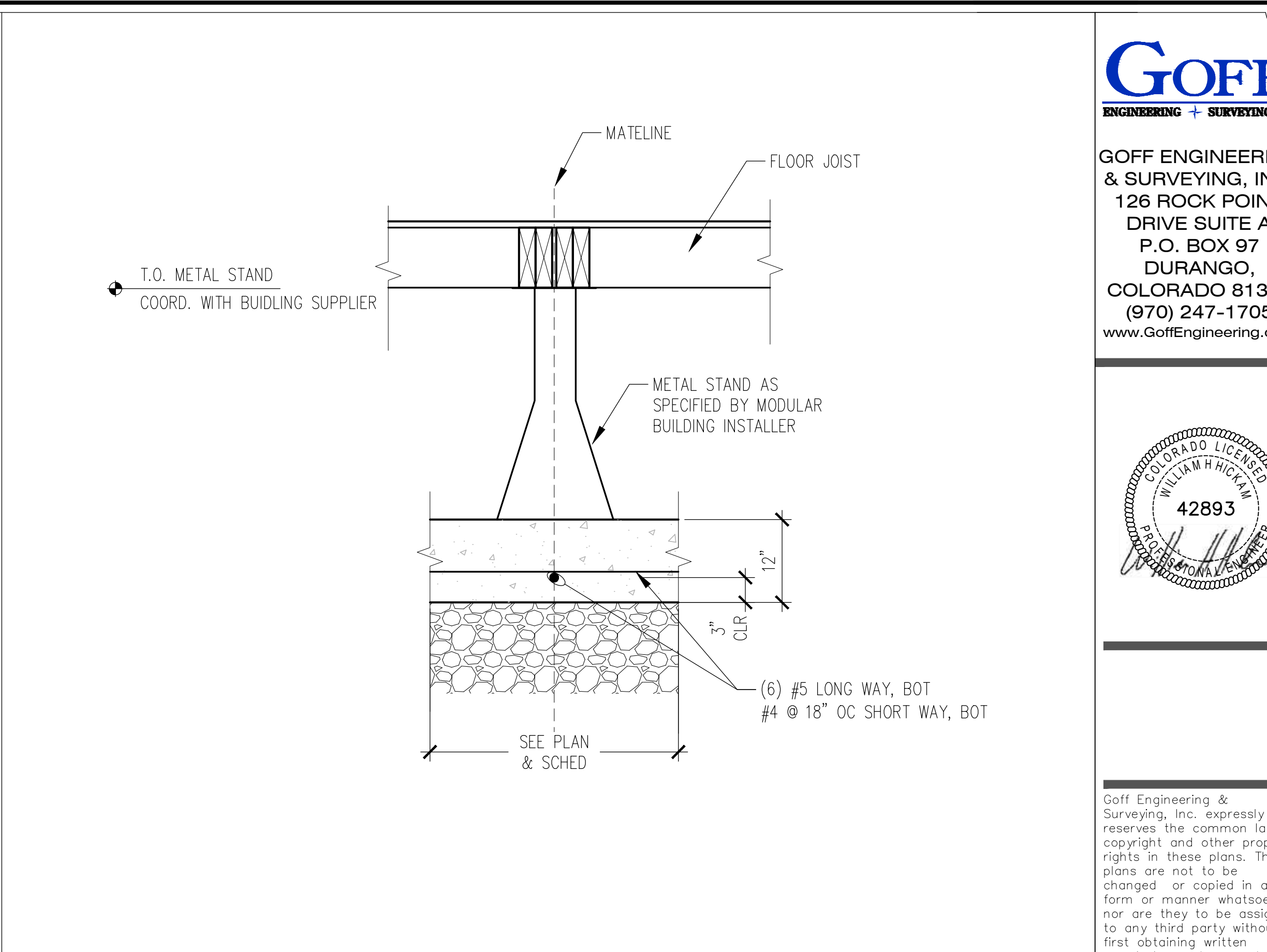
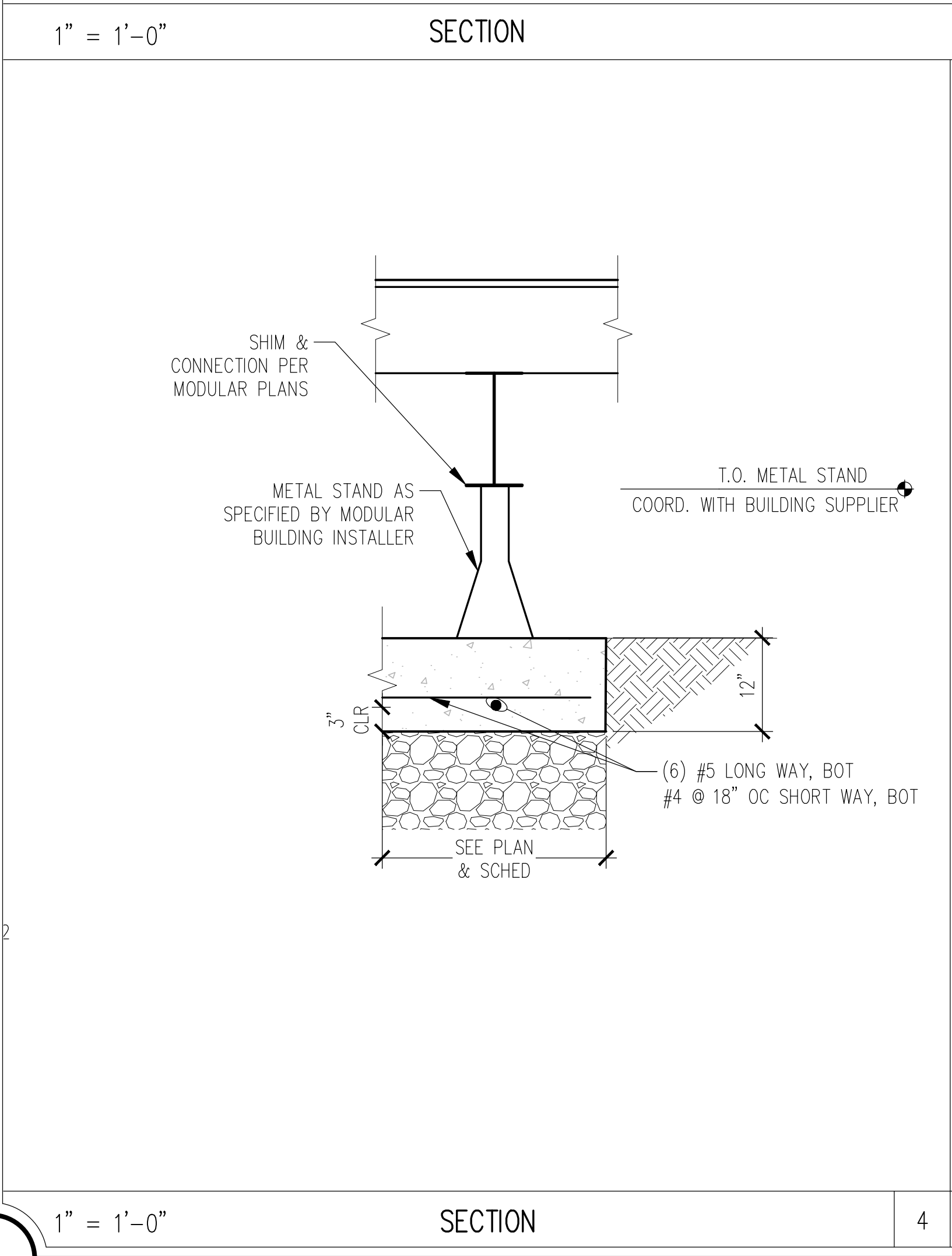
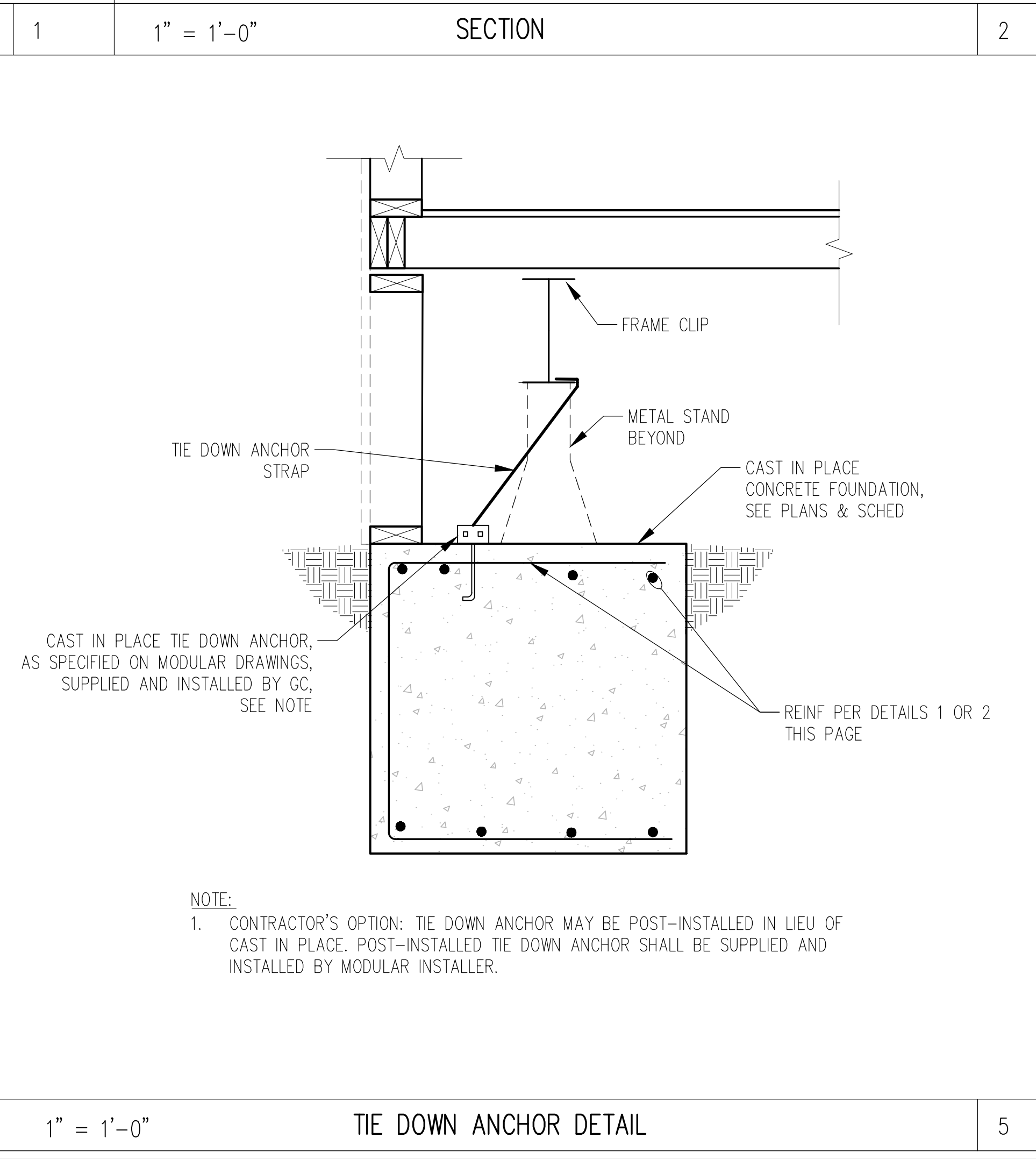
BAR SIZE	TOP BARS	OTHER BARS
#3	2'-2"	1'-8"
#4	2'-10"	2'-2"
#5	3'-6"	2'-8"
#6	4'-2"	3'-2"
#7	6'-0"	4'-8"
#8	6'-10"	5'-2"

TENSION LAP SPLICE NOTES:

- LAP SPLICES ARE FOR CONCRETE STRENGTHS EQUAL TO OR GREATER THAN 4000 PSI @ 28 DAYS.
- COVER TO REINFORCING MUST BE AT LEAST (1.0 x BAR DIAMETER) AND CENTER-TO-CENTER SPACING MUST BE AT LEAST (3.0 x BAR DIAMETER)
- TOP BARS ARE HORIZONTAL BARS WITH MORE THAN 12 INCHES OF CONCRETE CAST BELOW THE BARS.
- LAP SPLICE INFORMATION APPLIES TO SLAB, BEAM, WALL AND FOOTING REINFORCING BARS.
- IF SPLICES ARE REQUIRED THAT DO NOT MEET THE ABOVE REQUIREMENTS, THE ENGINEER OF RECORD SHALL BE CONTACTED TO DETERMINE THE REQUIRED LAP LENGTH.

1/4" = 1'-0"

FOUNDATION PLAN

 SECTION 1	 SECTION 2	 SECTION 3
 SECTION 4	 TIE DOWN ANCHOR DETAIL	NOT USED



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**GLENWOOD SPRINGS WWTP
MODULAR FOUNDATION**
GLENWOOD SPRINGS, CO

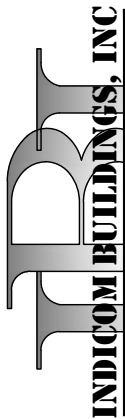
Issue Record:	
PERMIT SET	09/12/2023
Revisions:	
Project Number:	23-140
Drawn By:	KLR
Designed by:	KLR/WHH
Checked By:	WHH

DRAWING INDEX

SHEET 1:	SPECIFICATIONS AND CONDITIONS
SHEET 2:	FLOOR PLAN, FLOOR PLAN LEGEND
SHEET 3:	ELEVATIONS
SHEET 4:	ELECTRICAL PLAN, ELECTRICAL LEGEND, ELECTRICAL CALCS AND ELECTRICAL NOTES
SHEET 5:	HVAC PLAN AND REFLECTED CEILING PLAN
SHEET 6:	BUILDING CROSS-SECTION AND PLUMBING SCHEMATICS
SHEET 7:	SUGGESTED BLOCKING PLAN

DEALER:
AMERICAN PORTABLE BUILDINGS
PROJECT:
GLENWOOD SPRINGS OFFICE
24 X 64 (60)
23-146

101 8TH ST, GLENWOOD SPRINGS, CO.



721 N. BURLISON BLVD - BURLISON, TX 76028
PH 817-447-1213 FAX 817-447-2751



THESE DRAWINGS
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ANYWAY WITHOUT WRITTEN
PERMISSION.

DEALER:
AMERICAN PORTABLE
BUILDINGS

PROJECT:
GLENWOOD SPRINGS
OFFICE

PROJECT #: 23-146

STATES:
CO

SERIAL NUMBERS:
CO23B813-814

DRAWN BY:
DCW

PLOT DATE:
8/31/2023

REV # / DATE:

JERMEY BOWERS, P.E.
BOWERS ENGINEERING
121 SOUTH MAIN ST.
AUBURN, IN. 46706
(260) 333-0900

SHEET:
1
OF
8

MANUFACTURER:	
MANUFACTURE & ADDRESS (FOR WARRANTY INFORMATION)	INDICOM BUILDINGS, INC. 721 N. Burlison Blvd. BURLISON, TX. 76028 IHM - 47 LAIB-M00002
DESIGN CRITERIA / LOADS:	
NO OF MODULES.	2
BUILDING SQ.FT.	1410
TYPE OF CONSTRUCTION.	VB
OCCUPANCY USE GROUP.	B
OCCUPANCY LOAD.	14
FLOOR LIVE LOAD.	50 psf. (2000 lb concentrated)
ROOF SNOW LOAD.	50 psf.
ROOF LIVE LOAD.	20 psf.
ROOF DEAD LOAD.	10 psf.
WIND LOAD.	89 MPH (Vasd) EXP. C 115 MPH (Vult) EXP. C
OCCUPANCY/RISK CATG.	II
SITE CLASS.	D
SEISMIC DESIGN CATEGORY.	C
SEISMIC. Ss	0.426
SEISMIC. S1	0.086
PERMISSIBLE GAS TYPE.	N/A
NAME AND DATE OF CODES:	
CO: 2018 IBC, 2018 IPC, 2018 IMC, 2015 IECC, 2020 NEC, AND ICC/ANSI a117.1-2009, 8 CCR 1302-14 HEATING DEGREE DAYS - 7313	

SPECIAL CONDITIONS AND OR
LIMITATIONS:

THE OWNER SHALL BE RESPONSIBLE TO INSTALL AN
APPROVED AND LISTED COMPONENT IN ACCORDANCE
WITH ASTM E 1996 OR ASTM E 1866 FOR THE PROTECTION
OF ALL EXTERIOR OPENINGS (WINDOWS, DOORS AND
LOUVERS) WHEN THIS STRUCTURE IS LOCATED IN A WIND
BORNE DEBRIS REGION IN ACCORDANCE WITH THE
INTERNATIONAL BUILDING CODE SECTION 1609.1.2. PRIOR
TO FINAL INSPECTION AND OCCUPANCY.

NOT INCLUDED IN SCOPE OF WORK:

1. PORCHES, STEPS, AND RAMPS TO BE SUPPLIED AND
INSTALLED BY OTHERS IN ACCORDANCE WITH THE IBC
2. PORTABLE FIRE EXTINGUISHERS TO BE SUPPLIED AND
INSTALLED ON SITE BY OWNER IN ACCORDANCE WITH
SECTION 906 OF THE IBC
3. ACCESSIBLE DRINKING FOUNTAIN TO BE PROVIDED
ON SITE BY OWNER LOCATED WITHIN 500 FEET ON AN
ACCESSIBLE ROUTE
4. ADDITIONAL HANDICAP TOILET FACILITIES PROVIDED
IN ADJACENT BUILDING ON THE SAME PROPERTY
LOCATED WITHIN 500 FEET ON AN ACCESSIBLE ROUTE
5. SERVICE SINK PROVIDED IN ADJACENT BUILDING ON
THE SAME PROPERTY

IDENTIFICATION:

NOTE: DATA PLATE, PFS LABEL AND ALL STATE DECALS
(EXCEPT TX) TO BE LOCATED ON PANEL BOX DOOR OR
SHALL BE PLACED ON THE INTERIOR SIDE OF THE
EXTERIOR WALL @ THE HITCH END ABOVE THE T-GRID
LOCATION. TDLR DECAL TO BE LOCATED ON THE HITCH
END INTERIOR WALL ABOVE T-GRID.

NOTES:

1. SITE PLAN NOT AVAILABLE AT THIS TIME. BUILDING
DESIGNED TO HAVE FIRE SEPARATION DISTANCE
GREATER THAN 10 FT. IN ACCORDANCE WITH THE IBC
2. THIS PLAN MAY BE REVERSED AND/OR MIRRORED
3. SEE STRUCTURAL PACKAGE FOR ALL STRUCTURAL
STANDARDS AND DETAILS
4. BUILDING WILL NOT BE LOCATED IN A FLOOD HAZARD
AREA
5. BUILDING SHALL NOT BE SITED WHERE LOCAL
CONDITIONS EXCEED THE DESIGN PARAMETERS

FRAME / CHASSIS:

Frame Type:	Outrigger
Quantity:	(2) EA
Size:	126012
Type:	Outrigger and crossmember at 48 in. O.C. main beams to be 99 1/2 in. O.C.
Beam Size:	12 in. Jr. I-beam
Axles:	Five 6000# rated with (5) brake (0) tag (OVERSLUNG)
Hitch:	Detachable underslung
Tires:	8x14.5 14 ply rated

FLOOR CONSTRUCTION:

Floor Joist:	2X8 #2 SYP equal or better
Joist:	16 in. O.C.
Floor:	Single layer 3/4 in. T&G Sturd-I-Floor plywood. Hold back decking (2 1/4) inches at each side of mateline
Insulation:	R-30 unfaced fiberglass batt (2-layers of R-15)
Bottom:	Mobilflex or equal

Floor Covering Type 1:
1410 SF 1/8in. commercial grade tile. Tile to be Checkboard (YES) and
50% Offset (YES). Hold back tile (4 1/2) inches at each side of the matelines.
Color to be: (51836 SHELTER WHITE)

EXTERIOR WALL CONSTRUCTION:

Framing:	2X6 #2 SYP equal or better at 16 in. O.C. w/ double 2X6 #2 SYP equal or better top plate and single 2X6 #2 SYP or better bottom plate.
Wall Sheathing:	NONE
Insulation:	R-21 Kraft back fiberglass batt (Kraft side to face interior of building)
Siding Type:	3/8 in. LP Smartside panel vertical siding with house wrap underlayment. Siding body color: (SW7547 SANDBAR) Corner trim color: (SW9604 TEA LEAF) Door & window trim color: (SW9604 TEA LEAF) Bottom horizontal trim color: (SW9604 TEA LEAF) Intermediate horizontal trim color: (SW9604 TEA LEAF) Top horizontal trim color: (SW9604 TEA LEAF) Covering height: 8 ft.
Wall Covering 1:	1/2 in. vinyl covered gypsum w/wrapped battens. Color to be: (RUFF STUFF WHITE) Covering height: 8 ft.
Wall Covering 2:	Standard White FRP panels over 1/2 in. MR Board at Restroom Covering height: 4 ft.
Skirting:	NONE

Additional Exterior Wall Items Included in Quoted Price:

- Item 1: Nailing strips for mateline with white plastic close up at 48 in. o.c. vertically and horizontally along
matelines required by the state of Colorado.

INTERIOR WALL CONSTRUCTION:

Framing:	2X4 #2 SYP equal or better at 16 in. o.c. w/double 2X4 #2 SYP equal or better top plates and single 2X4 #2 SYP or better bottom plate Overall height: 8 ft. (FULL HEIGHT walls at Restroom & Locker Room ONLY)
Insulation:	R-11 unfaced battens for sound attenuation at Restroom & Locker Room walls
Wall Covering 1:	1/2 in. vinyl covered gypsum w/wrapped battens. Color to be: (RUFF STUFF WHITE) Covering height: 8 ft.
Wall Covering 2:	Standard White FRP panels over 1/2 in. MR Board at Restroom Covering height: 4 ft.
Base Trim:	4 in. vinyl cove. Color to be: (663 SKY GRAY)
Window Trim:	Interior window trim color to be: (WHITE)
Hold Back Gyp:	Hold back gypsum at matelines to first stud (NO)

ROOF CONSTRUCTION:

Roof Type:	Transverse ridge
Rafter size:	2X10 #2 SYP equal or better
Spacing:	16 in. O.C.
Mate Beam:	Multi-layer laminated plywood
Height:	24 in. to 31 1/2 in. to 24 in.
Length:	60 ft.
No. of Layers:	4
No. of Beams:	2
Ceiling:	1410 SF 2 ft. x 4 ft. Standard T-Grid at 7'-10" (Mineral Fiber Tile #769) installed at factory, held back at matelines. Completion of ceiling installation on-site by others; not in Indicom's scope.
Insulation:	R-49 unfaced fiberglass batt with support netting (one layer of R-38HD & R-11)
Sheathing:	7/16 in. OSB with Mulehide "FR" adhesive (Class C)
Roofing:	45 mil white on black EPDM 3 year aged Solar reflectance index 77

EXTERIOR/INTERIOR DOORS: (SEE DOOR SCHEDULE)

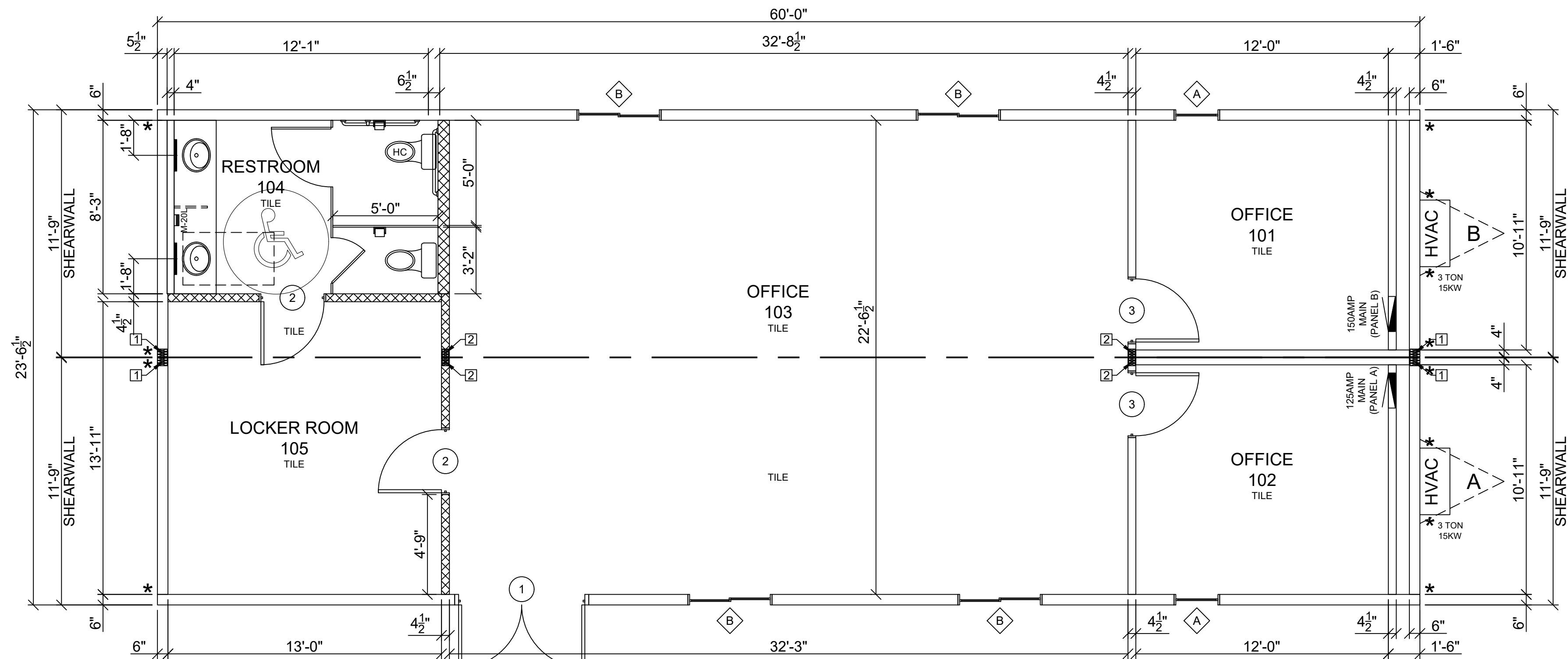
WINDOWS: (SEE WINDOW SCHEDULE)

ADDITIONAL ITEMS: NONE

- ☐ APPROVED
☐ APPROVED EXCEPT AS NOTED
☐ REVISE AND RESUBMIT

BY: _____ DATE: _____

"PLEASE REVIEW DRAWINGS AND SPECIFICATIONS
CAREFULLY. WHILE EVERY EFFORT IS MADE TO
ASSURE THE DRAWINGS REFLECT THE
EXPECTATIONS AND QUOTATION, THE FINAL
CONSTRUCTION WILL BE BASED SOLELY ON THE
SPECIFICATIONS AND DRAWINGS APPROVED."



1 FLOOR PLAN
1/4"=1'-0" SQUARE FOOTAGE - 1410 S.F.
OCCUPANCY LOAD = 14

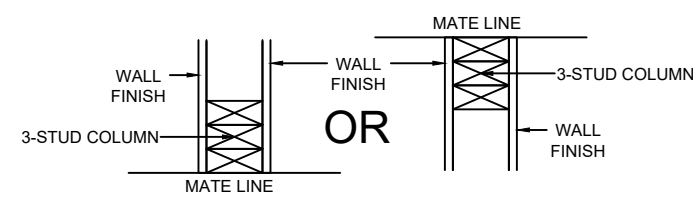
FASTENING SCHEDULE		
LOCATIONS	TYPE	FASTENING
	FLOOR DECKING	3/4" T&G STURD-I FLOOR PLYWOOD (2" 16 GAGE STAPLES, 7/16 CROWN AND GLUE ADHESIVE) @ 4" O.C. AT PANEL EDGE AND 8" O.C. AT INTERMEDIATE SUPPORTS
	SIDEWALLS	NO PLYWOOD NONE
	ENDWALLS (SHEARWALLS)	NO PLYWOOD NONE
	INTERIOR (SHEARWALLS)	NONE NONE
	ROOF DECKING	7/16" OSB (UNBLOCKED ROOF) (3"x0.131" DIA. NAIL) @ 6" O.C. AT SUPPORTED EDGES AND 6" O.C. AT INTERMEDIATE RAFTERS
SIDING (SIDEWALLS)	3/8" LP SMART PANEL VERTICAL SIDING	(2 1/4"x0.099" DIA. NAIL) @ 6" O.C. AT STUDS AND 6" O.C. AT INTERMEDIATE STUDS
	3/8" LP SMART PANEL VERTICAL SIDING	(2 1/4"x0.099" DIA. NAIL) @ 6" O.C. AT STUDS AND 6" O.C. AT INTERMEDIATE STUDS

DOORS:														
Qty	NO.	Type	Jamb	Glazing	Wall Thickness	Size	Rough Opening	U-Factor	Color	Closer	Deadbolt	Hardware	Keying	Notes
1	1	607 COMMERCIAL DBL. STEEL, INSULATED 18 GA. ASTRAGAL WITH HEAD AND FOOT BOLTS	16 GA.	10X10 TEMPERED WINDOW (OBSCURED GLASS BY OTHERS)	6"	72 x 80	76 1/2"x82 1/2"	.14	COLOR TO BE: (OFF WHITE)	HYDRAULIC CLOSER (12641)	STANDARD DEADBOLT, TELL BRAND, GRADE 2, DB2051	PASSAGE LEVER, TELL BRAND, GRADE 2 (LC2475CTL)	ALIKE	
2	2	GRAY PAINTED 6-PANEL (TEXTURED) HOLLOW CORE	WITH WOOD JAMB	NONE	4 1/2"	36 x 80	37 3/4"x81 1/4"	N/A	IBI GRAY	HYDRAULIC CLOSER (12641)	N/A	PASSAGE LEVER, TELL BRAND, GRADE 2 (LC2475CTL)		FLOOR MOUNT STOPS
2	3	GRAY PAINTED 6-PANEL (TEXTURED) HOLLOW CORE	WITH WOOD JAMB	NONE	4 1/2"	36 x 80	37 3/4"x81 1/4"	N/A	IBI GRAY	NONE	N/A	PASSAGE LEVER, TELL BRAND, GRADE 2 (LC2475CTL)		FLOOR MOUNT STOPS

PLUMBING:			
Symbol	Type	Qty	Description
	Supply	1	PEX
	DWV System	1	Poly vinyl chloride schedule 40
	Water Closet	1	Floor mounted handicap elongated tank type with shut off valve and open front seat
	Water Closet	1	Floor mounted elongated tank type with shut off valve with open front seat
	Lavatory	1	20 in. X 17 in. china sink (2 lavs) in a laminate top with ADA handles. Laminate top color to be: ()
	Water Heater	1	M-20L insta-hot (Electric - 240V) with a 370 Leonard tempering valve with access panel
	Paper Holder	2	Single roll chrome wall mount
	Grab Bar	1	Set(s) with (1) 36 in. and (1) 42 in. horizontal grab bars and (1) 18 in. vertical grab bar
	Mirror	2	18 in. X 36 in. with clips
	Modesty	2	Enameled steel. Color to be: (LIGHT GRAY, WHITE, SAND, OR ALMOND)

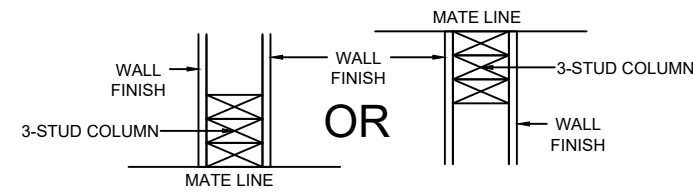
WINDOWS:									
Qty	NO.	Type	Glazing	Size	Rough Opening	U-Factor	SHGC	Mini-Blind	Notes
2	A	VINYL VERTICAL SLIDER WITH 20 IN. SASH. (KINRO 9750). COLOR TO BE: (WHITE)	CLEAR, DUAL GLAZED, LOW-E	24"x52"	23 3/4"x51 3/4"	.34	.23	NONE	TOP OF WINDOW AT 6'-8" AFF
4	B	VINYL HORIZONTAL SLIDER. (KINRO 9990). COLOR TO BE: (WHITE)	CLEAR, DUAL GLAZED, LOW-E	46"x46"	45 3/4"x45 3/4"	.34	.24	NONE	TOP OF WINDOW AT 6'-8" AFF

1 COLUMN
1" = 1'-0"

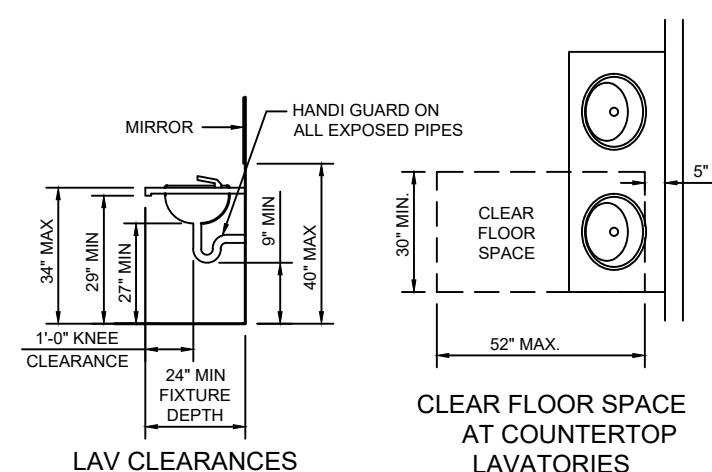
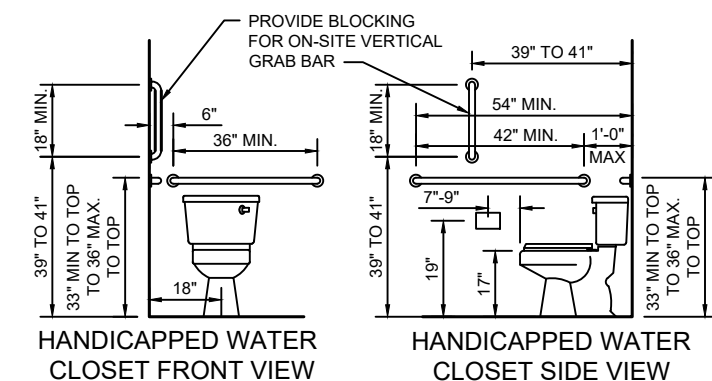


3-STUD COLUMN CONSTRUCTION:
(3) 2X6 #2 SYP STUDS ATTACHED TO BEAM AND FLOOR WITH (2) CS18 STRAPS WITH (6) 1 1/2" x 0.131" DIA. NAILS AT EACH END

2 COLUMN
1" = 1'-0"



3-STUD COLUMN CONSTRUCTION:
(3) 2X4 #2 SYP STUDS ATTACHED TO BEAM AND FLOOR WITH (2) CS18 STRAPS WITH (6) 1 1/2" x 0.131" DIA. NAILS AT EACH END



* = CS18 HOLD DOWN WITH (8) 1 1/2" x 0.131" DIA NAILS
AT EACH END OF STRAP AT FLOOR ONLY (TYP.)

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DEALER:
AMERICAN PORTABLE
BUILDINGS

PROJECT:
GLENWOOD SPRINGS
OFFICE

PROJECT #: 23-146

STATES:
CO

SERIAL NUMBERS:
CO23B813-814

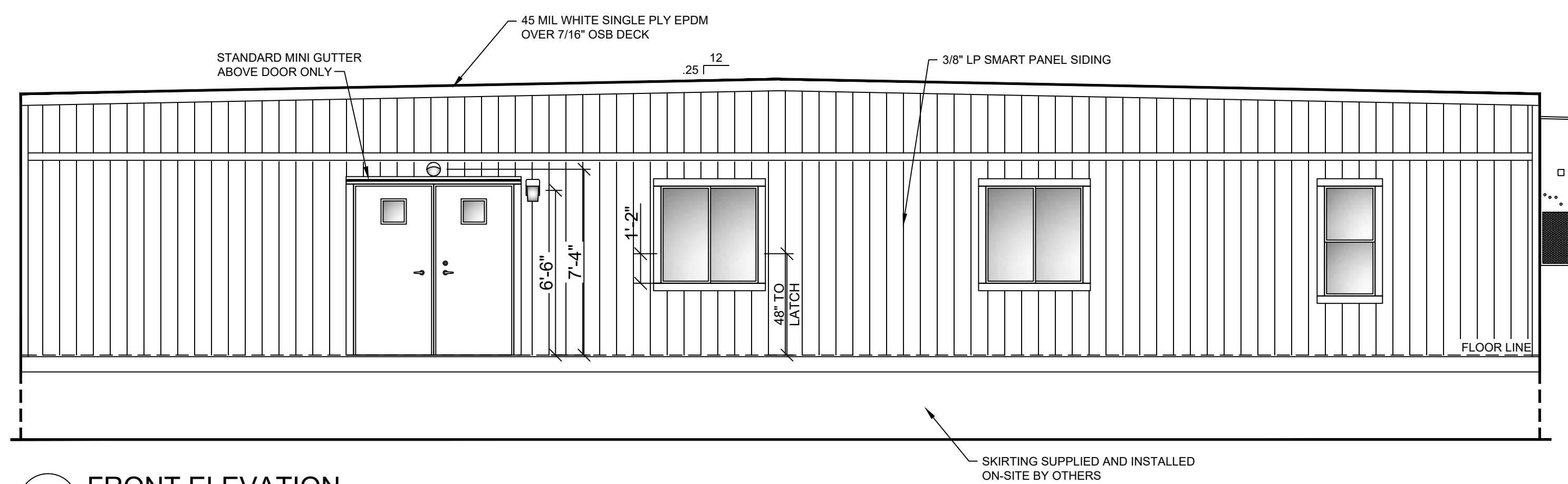
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8/31/2023

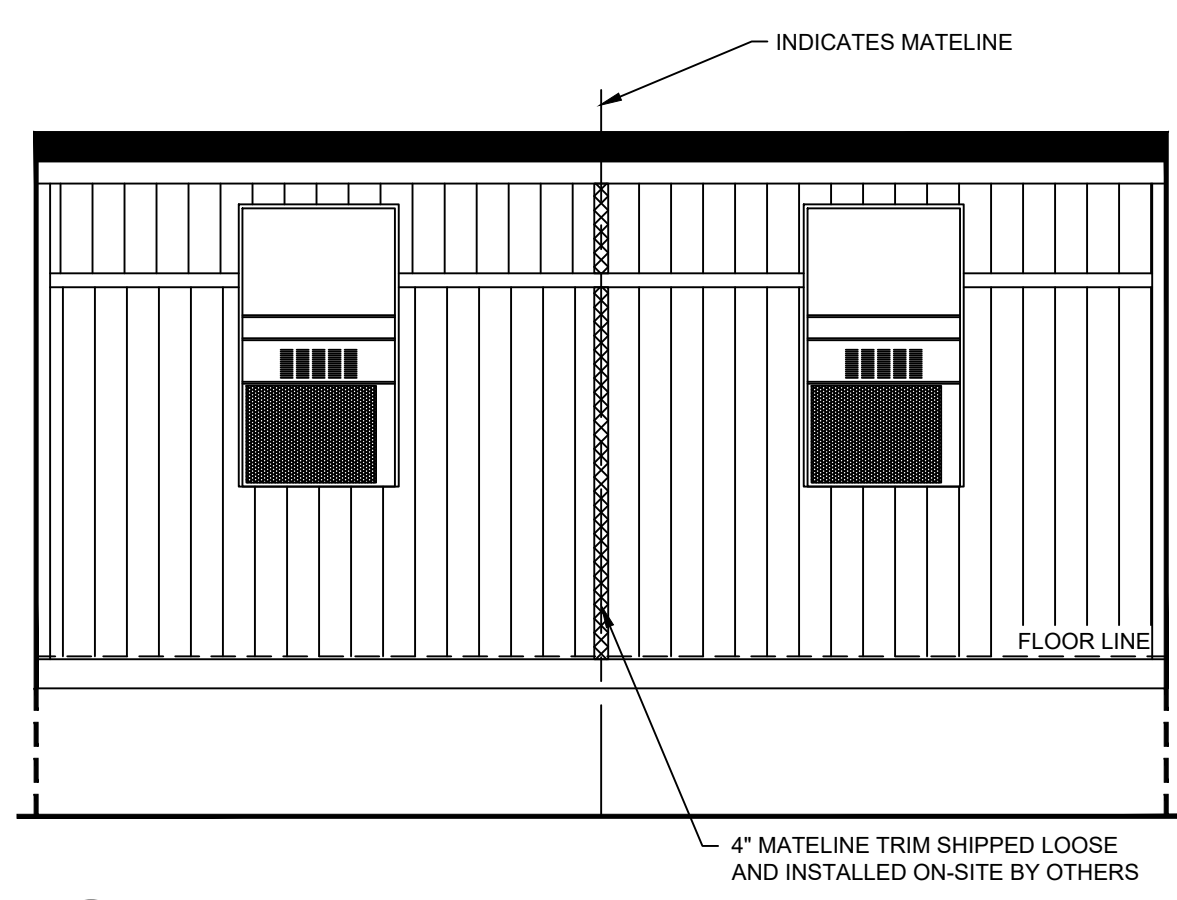
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BOWERS ENGINEERING
121 SOUTH MAIN ST.
AUBURN, IN. 46706
(260) 333-0900

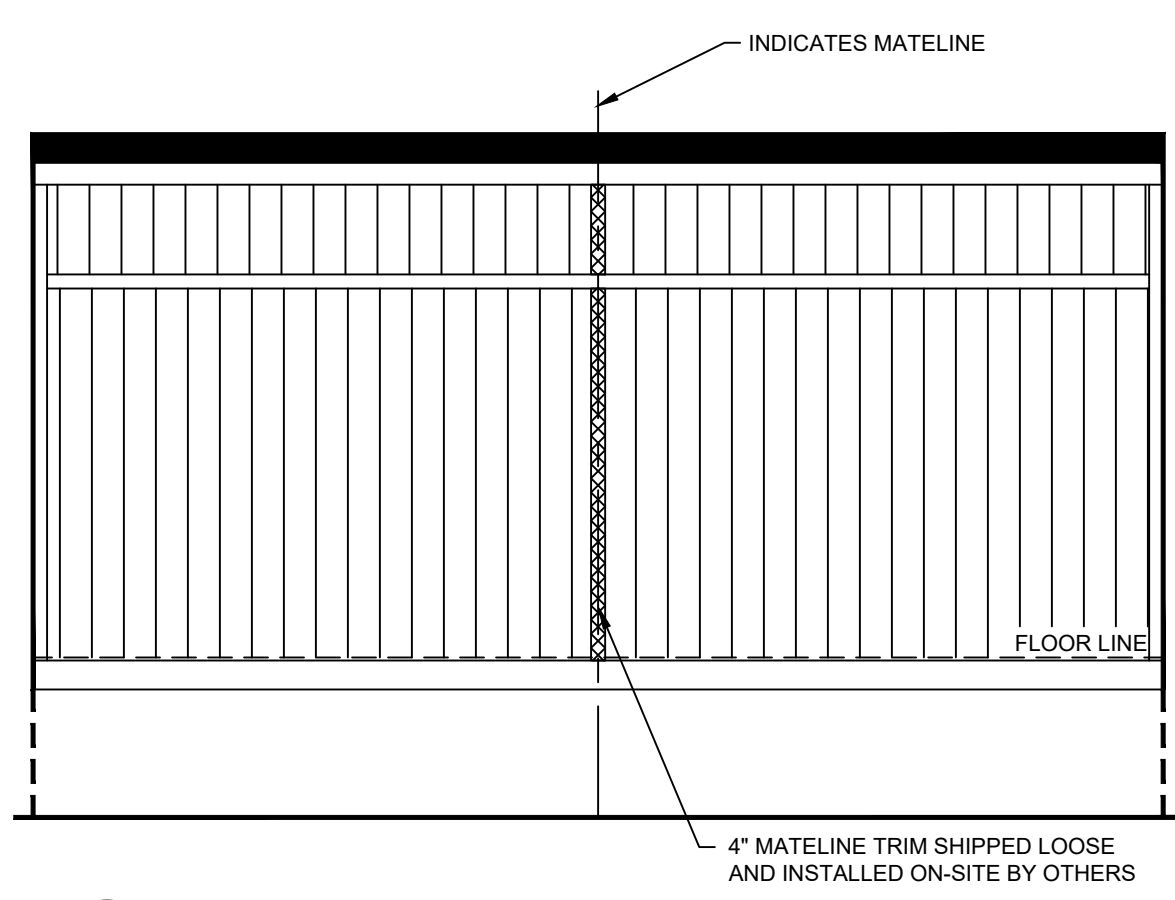
SHEET:
2
OF
8



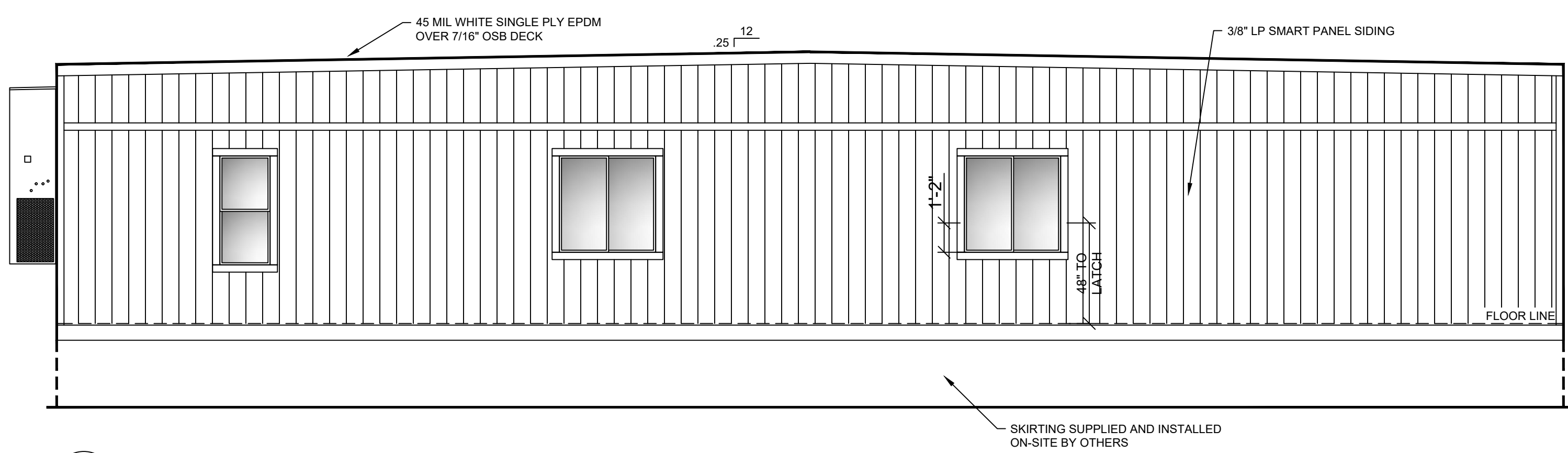
1 FRONT ELEVATION
1/4"=1'-0"



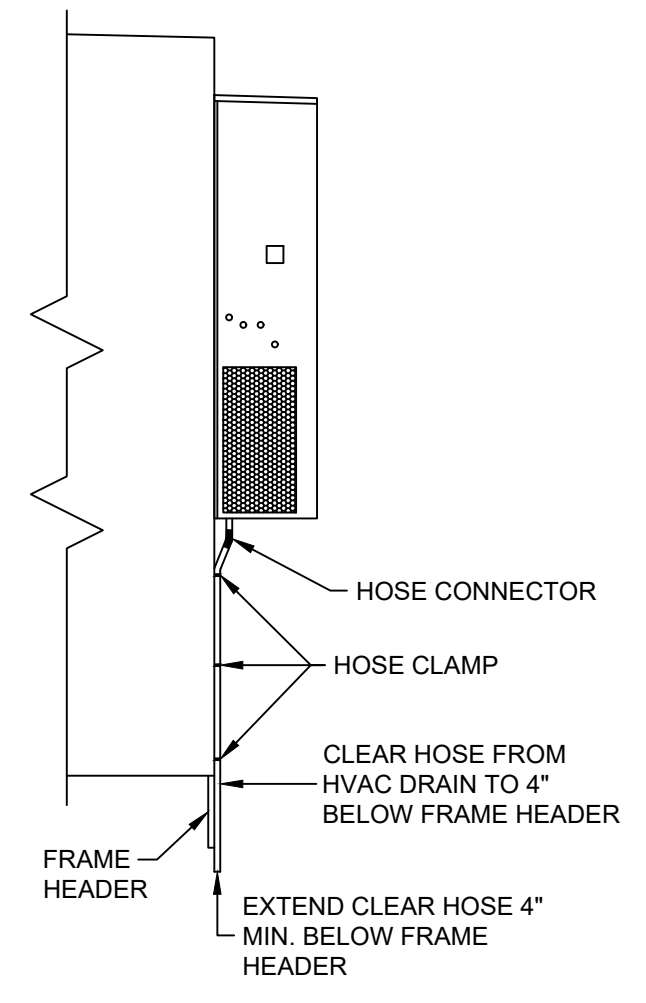
2 RIGHT ELEVATION
1/4"=1'-0"

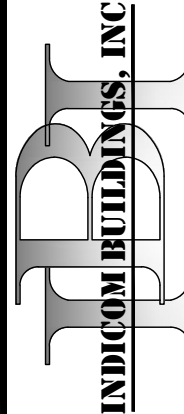


3 LEFT ELEVATION
1/4"=1'-0"

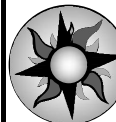


4 REAR ELEVATION
1/4"=1'-0"





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721 N. BURLESON BLVD - BURLESON, TX 76028
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PROJECT:
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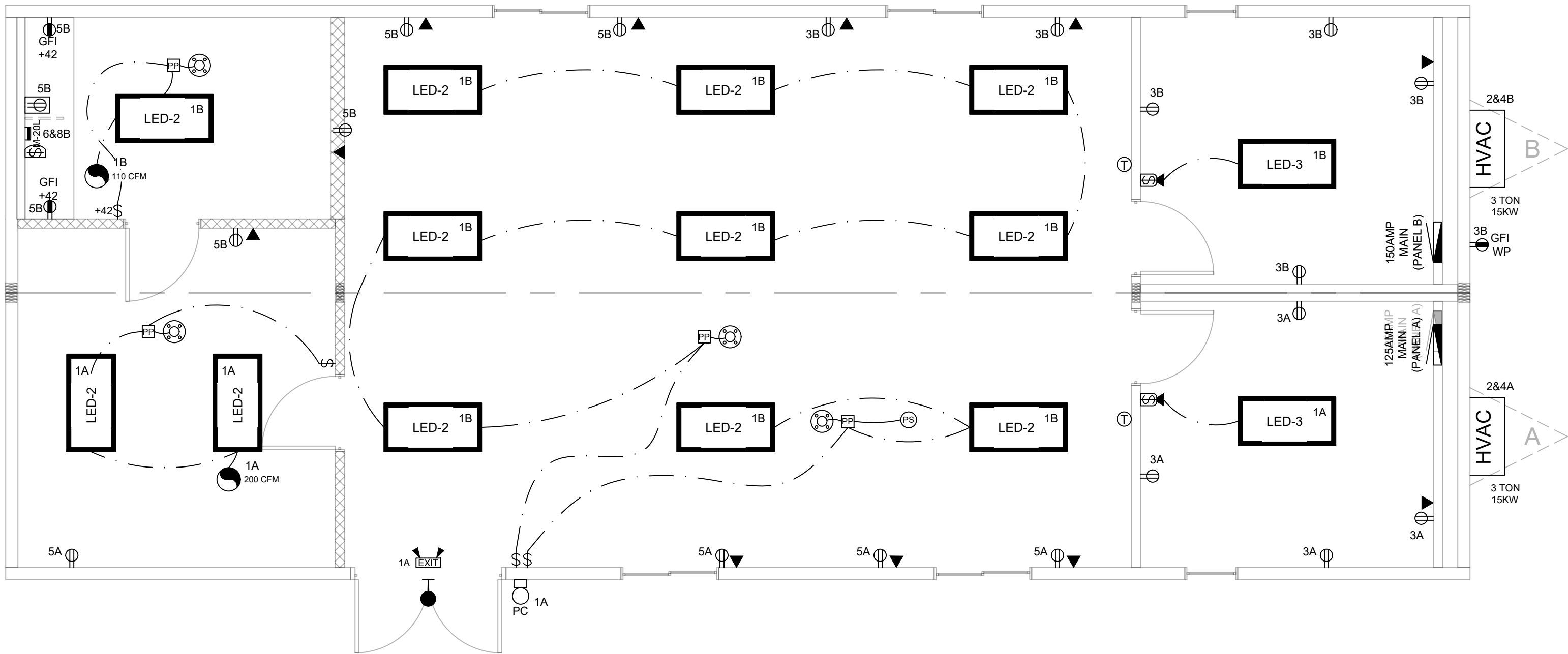
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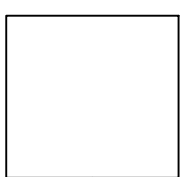
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SHEET:
3
OF
8



1 ELECTRICAL PLAN 1/4"=1'-0"

PANEL A
120/240 1PH.
125 AMP LOAD CENTER



1 1/2" EMT CDT.
THRU FLR. BY IBI

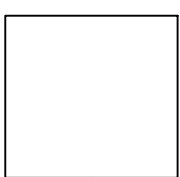
#1 THHW
1 1/2" PVC CDT.
BY OTHERS

#6 CU GROUNDING ELECTRODE
CONDUCTOR TO DRIVEN ROD
BY OTHERS

NOTE:
ALL CONDUCTORS ARE BASED
UPON NEC TABLE 310.15 (B)(16)
75° "C" COPPER

TO SERVICE EQUIPMENT PROVIDED
AND INSTALLED ON-SITE BY OTHERS

PANEL B
120/240 1PH.
150 AMP LOAD CENTER



2" EMT CDT.
THRU FLR. BY IBI

#3/0 THHW
2" PVC CDT.
BY OTHERS

#2 CU GROUNDING ELECTRODE
CONDUCTOR TO DRIVEN ROD
BY OTHERS

NOTE:
ALL CONDUCTORS ARE BASED
UPON NEC TABLE 310.15 (B)(16)
75° "C" COPPER

TO SERVICE EQUIPMENT PROVIDED
AND INSTALLED ON-SITE BY OTHERS

125 AMP 120/240 1 PHASE									
PANEL WITH 125 AMP MAIN BREAKER (NEMA 1)									
WS	Description	Circuit	BRK	A	B	BRK	Circuit	Description	WS
12	Lights	1	20	356 9660		90	2	HVAC Unit 3 Ton w/15KW 90A	3
12	Receptacles	3	20		720 9660	2			3
12	Receptacles	5	20	720 0		0	4		
12	Receptacles	7	0		0 0	0	6		Space
###	Space	9	0	0 0		0	8	Space	###
###	Space	11	0		0 0	0	10	Space	###
###	Space				0 0	0	12	Space	###
				10736	10380	Total			
<u>ELECTRICAL CALCULATION:</u>									
GENERAL LIGHTING:									
356	LIGHTS x 125%	=	445	watts	TYPE OF PANEL: LOAD CENTER				
8	RECEPTACLES	=	1440	watts					
1	HVAC UNITS	=	19320	watts					
0		=	0	watts					
0		=	0	watts					
0		=	0	watts					
0		=	0	watts					
0		=	0	watts					
0		=	0	watts					
0		=	0	watts					
21205 watts divide by 240volts =					88.354 AMPS TOTAL				
PANEL A									

150 AMP 120/240 1 PHASE									
PANEL WITH 150 AMP MAIN BREAKER (NEMA 1)									
WS	Description	Circuit	BRK	A	B	BRK	Circuit	Description	WS
12	Lights	1	20	606 9660		90	2	HVAC Unit 3 Ton w/15KW 90A	3
12	Receptacles	3	20		1260 9660	2	4		3
12	Receptacles	5	20	1260 2400		20	6	M-20L Insta Water Heater 20A	12
###	Space	7	0		0 2400	2	8		10
###	Space	9	0	0 0		0	10	Space	###
###	Space	11	0		0 0	0	12	Space	###
###	Space	13	0	0 0		0	14	Space	###
###	Space	15	0		0 0	0	16	Space	###
				13926	13320	Total			
<u>ELECTRICAL CALCULATION:</u>									
GENERAL LIGHTING:									
606 LIGHTS x 125% = 757.5 watts									
14 RECEPTACLES = 2520 watts									
1 HVAC UNITS = 19320 watts									
1 WATER HEATER = 4800 watts									
0 = 0 watts									
0 = 0 watts									
0 = 0 watts									
0 = 0 watts									
27398 watts divide by 240volts = 114.16 AMPS TOTAL									
PANEL B									
TYPE OF PANEL: LOAD CENTER									

ELECTRICAL:			
Symbol	Type	Qty	Description
	Elec Service	1	120/240V. 60 HZ. single phase
	Elec Panel	1	1 PH 150 amp w/150 main breaker. Interior mount NEMA 1 (service entrance: emt conduit thru floor)
	Elec Panel	1	1 PH 125 amp w/125 main breaker. Interior mount NEMA 1 (service entrance: emt conduit thru floor)
	Elec Raceway	1	E.M.T. thin wall conduit with separate green ground and neutrals with wire insulation to be THHN
LED-2	Light	12	2' x 4' flat panel LED (5000 lumens) recessed lay-in with dimmable electronic ballast (40 watts)
LED-3	Light	2	2' x 4' flat panel LED (6500 lumens) recessed lay-in with dimmable electronic ballast (50 watts)
PC	Light	1	9 watt LED exterior with photocell mounted 78 in. to center of box
EXIT	Emerg. Light	1	Combo dual emergency light/exit sign with battery backup with green lettering W/ Remote
	Emerg. Light	1	Exterior remote head mounted above exterior door at 88 in. A.F.F.
	Occupancy Sensor	4	Ceiling mounted occupancy sensor (Legrand CI 305 W/ BZ 50 power pack)
PS	Photosensor	1	Ceiling mounted dimming photo-sensor. (WattStopper LightSaver LS-301)
	Photosensor Remote	1	Remote control for photosensor shipped loose
	Receptacle	18	20a/120v duplex receptacle with cover plate mounted 15 in. A.F.F.
GFI +42	Receptacle	2	20a/125v GFCI protected receptacle with cover plate mounted 42 in. A.F.F.
GFI WP	Receptacle	1	20a/125v GFCI 'WR' rated exterior receptacle with weatherproof in-use extra duty cover mounted 15 in. A.F.F.
	Receptacle	1	20a/125v GFCI protected 'WR' rated heat tape receptacle below unit with weatherproof cover
	Data Box	11	Empty 2x4 J-box stubbed above ceiling with 3/4 in. EMT conduit
	Switch	2	Wall vacancy sensor switch at door (Intermatic IOS-DOV) (Indicom factory set to manual on - auto off) mounted 46 in. A.F.F.
	Switch	3	Standard toggle switch with cover plate mounted 46 in. A.F.F.
	Switch	1	Disconnect switch with (RED) cover plate mounted 46 in. A.F.F. for water heater
	Device Color	1	Color to be: (WHITE)

NOTE:
1: ALL AFF DIMENSIONS ARE TO THE BOTTOM OF THE DEVICE BOX UNLESS NOTED "TO CENTER"
2: BLANK COVERS SHALL BE ADDED TO ANY J-BOX THAT IS FOR FUTURE USE

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DEALER:
AMERICAN PORTABLE
BUILDINGS

PROJECT:
GLENWOOD SPRINGS
OFFICE

PROJECT #: 23-146

STATES:
CO

SERIAL NUMBERS:
CO23B813-814

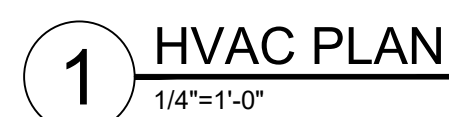
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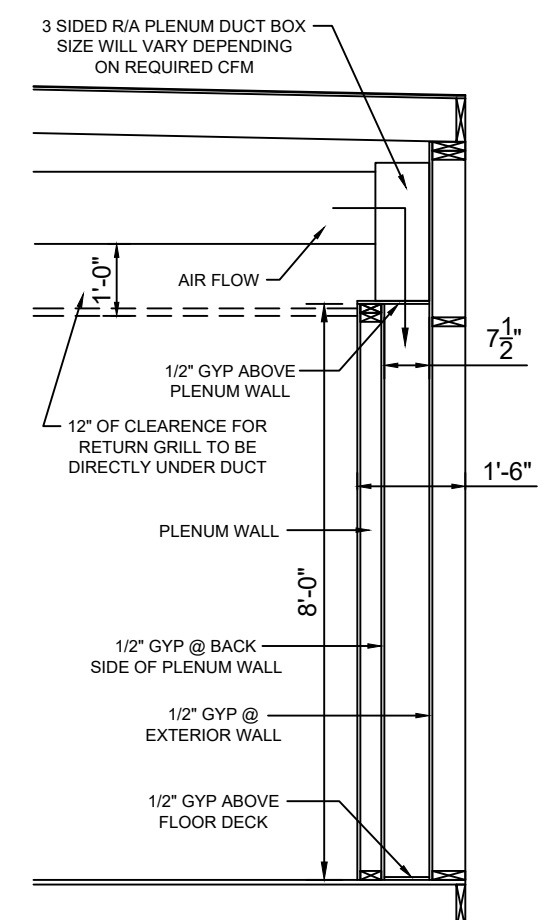
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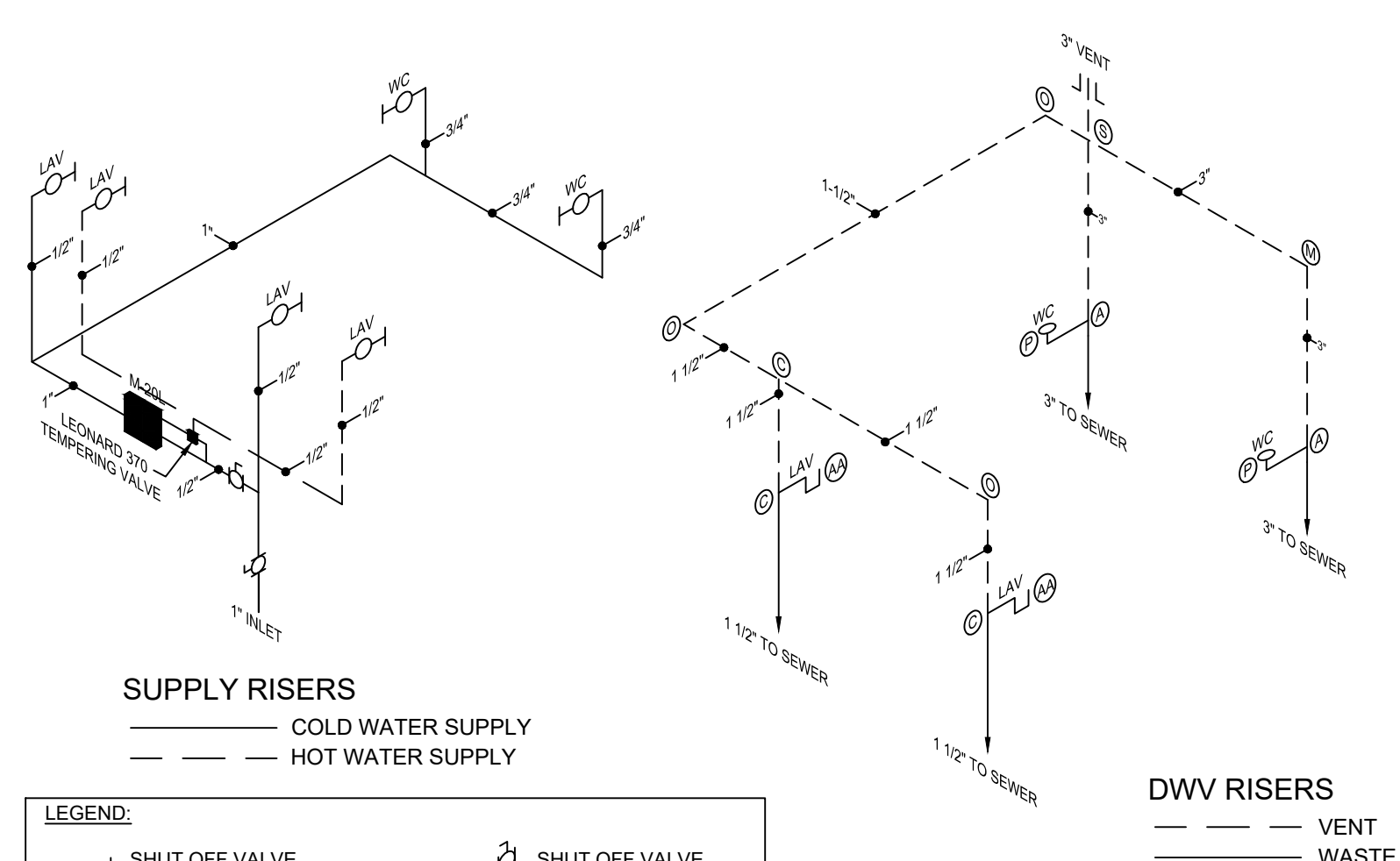
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4
OF
8



MECHANICAL VENTILATION			
Vbz = (R _P Pz) + (Ra Az)			
AREA (Az)		<u>1410</u>	S.F.
OCCUPANCY LOAD (Pz)		<u>14</u>	
OUTSIDE AIR REQUIRED (R _P)	<u>5</u>	CFM X <u>14</u> (P ₂)	<u>71</u> CFM
AREA OUTDOOR AIRFLOW RATE (Ra)	<u>0.06</u>	X (Az)	<u>85</u> CFM
AIRFLOW RATE (Vbz)			<u>155</u> CFM
TOTAL CFM AVAILABLE			<u>2200</u> CFM
FRESH AIR MAKE-UP	<u>155</u>	/	<u>2200</u> <u>7%</u>
STANDARD WITH BARD UNIT IS A BAROMETRIC DAMPER WHICH PROVIDES UP TO 25% OF OUTSIDE FRESH AIR. A CRV REPLACES THE BAROMETRIC DAMPER AND THE CRV PROVIDES UP TO 50% OF OUTSIDE FRESH AIR.			
*MECHANICAL VENTILATION SHALL BE PROVIDED AS REQ'D. IN ACCORDANCE w/TABLE 403.3 OF THE IMC CODE OR NATURAL MEANS OF VENTILATION SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 402 OF THE IMC CODE.			





PLUMBING LEGEND	
DWV FITTINGS	
(A)	3" SAN TEE
(C)	1 1/2" SAN TEE
(M)	3" - 90° ELBOW
(O)	1 1/2" - 90° ELBOW
(P)	3" - 90° LONG SWEEP
(S)	3"x3"x3"x1-1/2" DBL SAN TEE
(AA)	1 1/2" P-TRAP

- DWV RISERS
— — — VENT
————— WASTE

2-1/2" PEAK
2-0" HEEL

16'-0"

1'-0"

60'-0"

4-LAYER PLYWOOD MATE BEAM

3" DIA. HOLE BORED THRU MATE BEAM

3" DIA. HOLE BORED THRU MATE BEAM

1'-0"

20'-0"

HITCH END

2-0" HEEL

THE CENTER LAYERS OF THREE OR FOUR LAYER PLYWOOD BEAMS MAY BE SPLICED HORIZONTALLY WITH ONE HORIZONTAL SPLICE PER LAYER. THE SPLICE MUST BE NO LESS THAN 8" FROM THE TOP OR BOTTOM EDGE OF THE BEAM. THE TWO OUTSIDE LAYERS SHALL NOT CONTAIN A HORIZONTAL SPLICE.

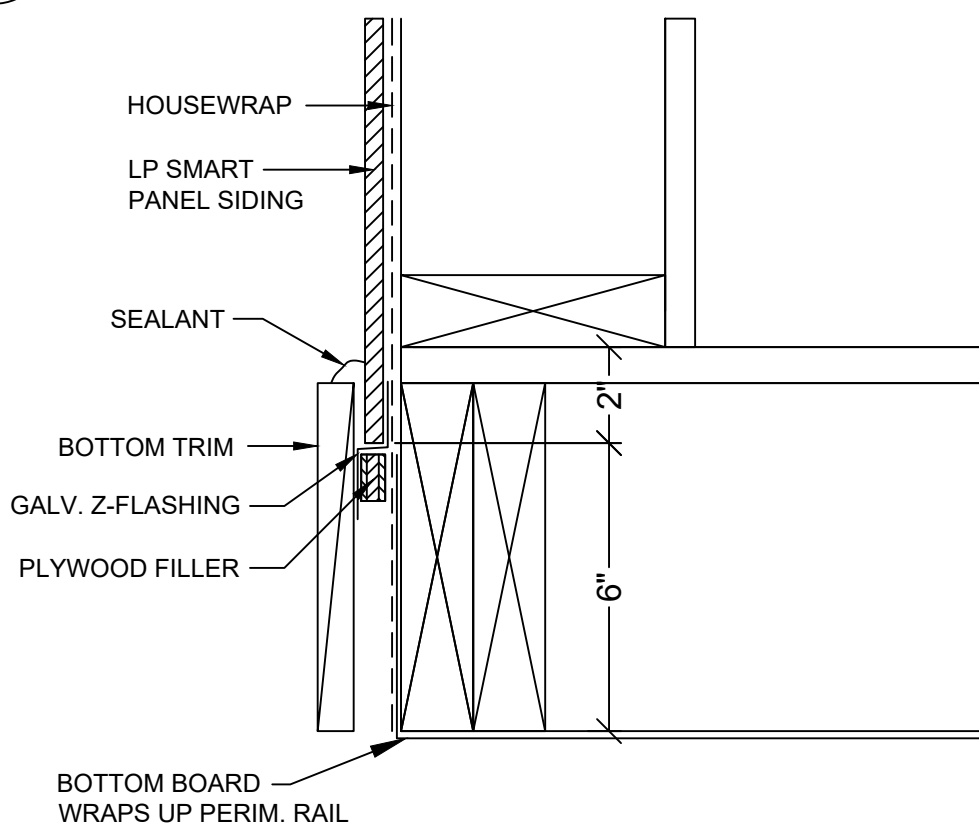
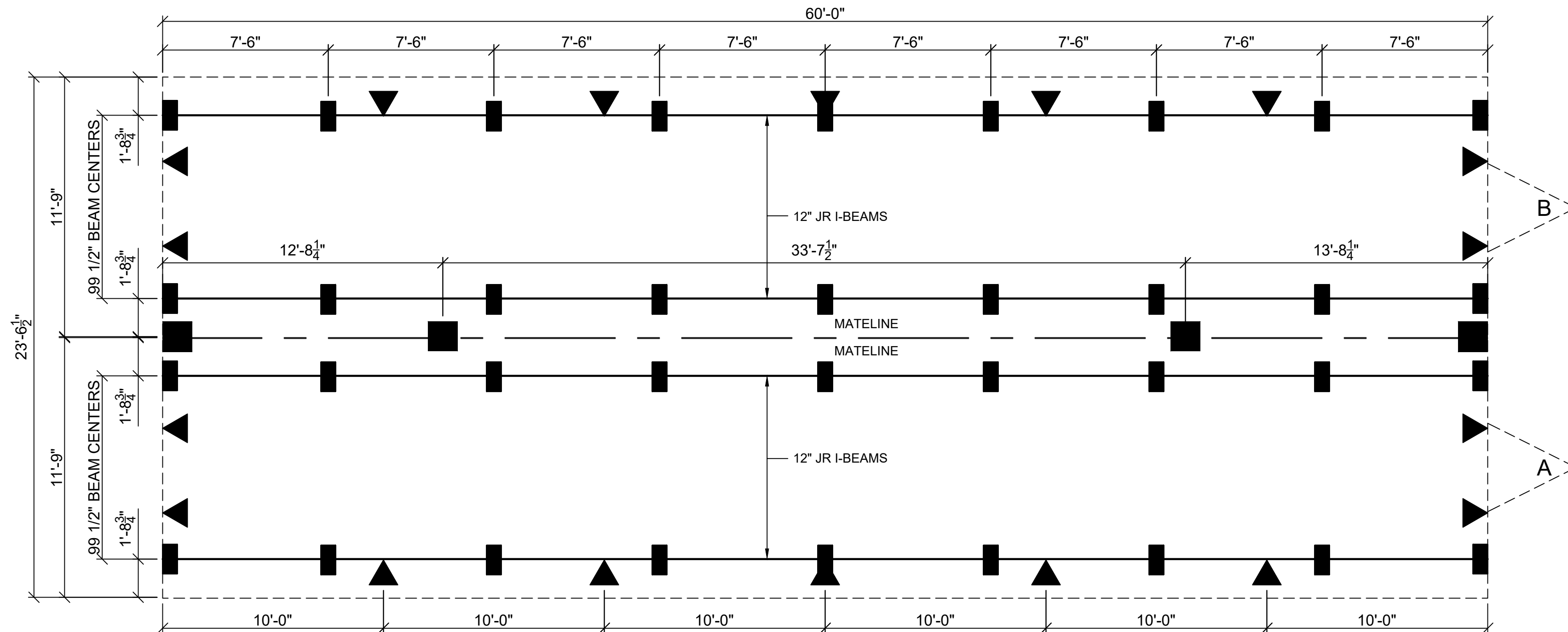


Diagram illustrating the installation of a J-Rail at the roofline. The diagram shows a cross-section of the roof structure and the exterior wall. The roof is covered with EPDM (Ethylene Propylene Diene Monomer) roofing. A water cut-off is applied to the roof structure prior to installing the J-Rail. The J-Rail is installed using screws at 6 inches on center (O.C.) maximum. The J-Rail is galvanized (GALV. J-RAIL). The roof edge is finished with LP Top Trim. The exterior wall is finished with LP Smart Panel Siding, which is overlaid with Housewrap.

- EPDM
- WATER CUT-OFF
- APPLY BEAD OF WATER CUT-OFF PRIOR TO INSTALLING J-RAIL
- SCREWS AT 6" O.C. MAX
- GALV. J-RAIL
- CAULK
- LP TOP TRIM
- LP SMART PANEL SIDING
- HOUSEWRAP

5 TRIM DETAIL AT ROOF



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PROJECT: GLENWOOD SPRINGS OFFICE	
PROJECT #: 23-146	
STATES: CO	
SERIAL NUMBERS: CO23B813-814	
DRAWN BY: DCW	
PLOT DATE: 8/31/2023	
REV # / DATE: --- --- --- --- --- --- ---	

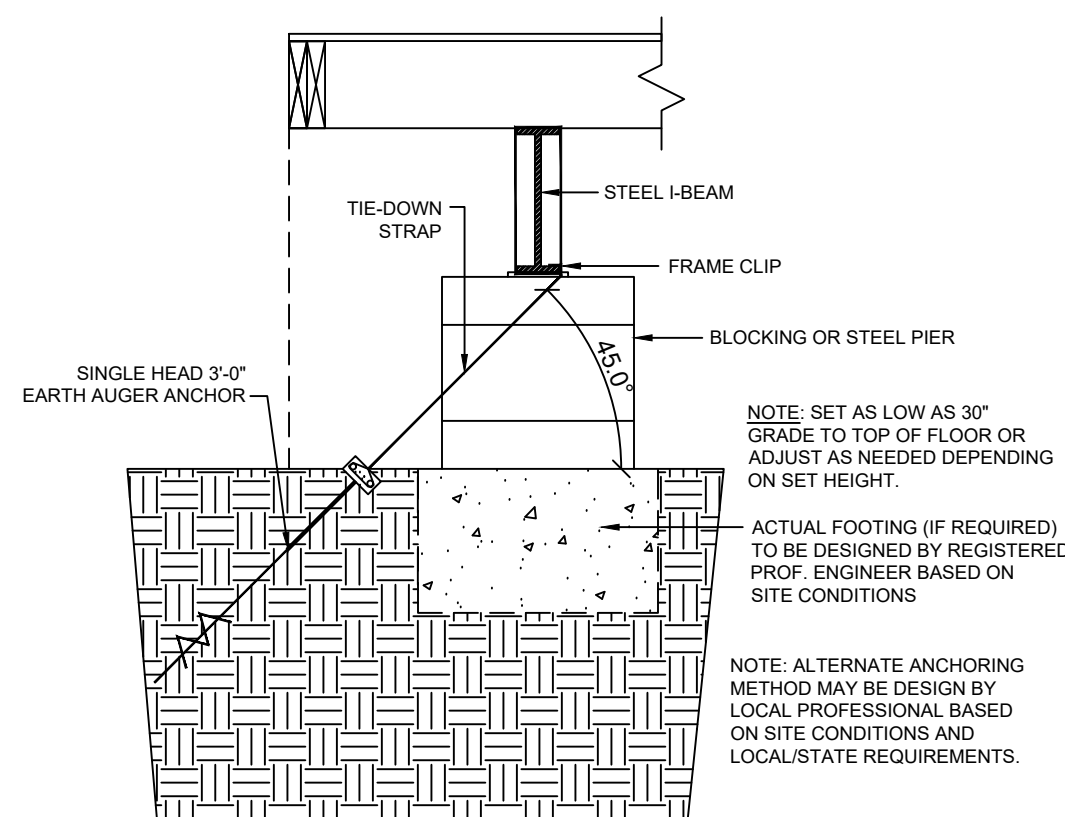
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SHEET:
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OF
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1 SUGGESTED BLOCKING PLAN

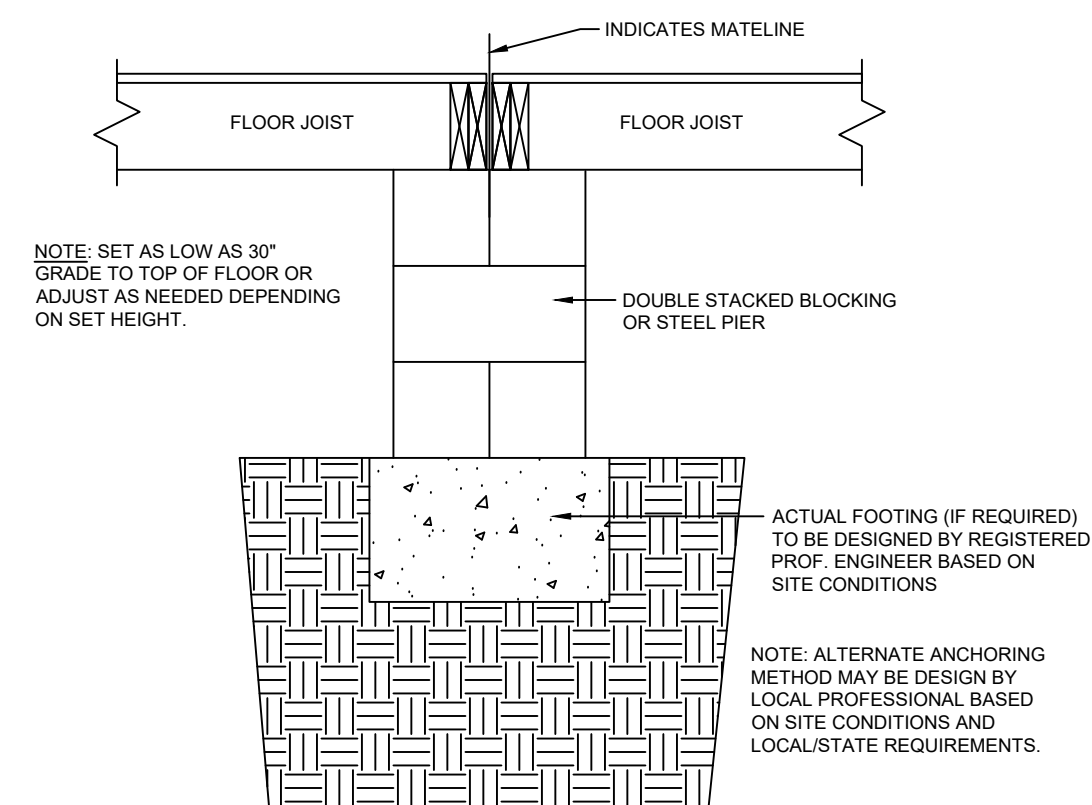
1/4"=1'-0"

- INDICATES SUGGESTED MAXIMUM I-BEAM BLOCKING SPACING - PIERS AND FOOTINGS DESIGNED BY LOCAL PROFESSIONAL IN ACCORD. WITH ALL LOCAL AND STATE REQUIREMENTS BASED ON SITE CONDITIONS.
- INDICATES REQUIRED MATELINE BLOCKING LOCATION - PIERS AND FOOTINGS DESIGNED BY LOCAL PROFESSIONAL IN ACCORD. WITH ALL LOCAL AND STATE REQUIREMENTS BASED ON SITE CONDITIONS.
- INDICATES REQUIRED FRAME-TIE GROUND ANCHOR (MIN. 4725 LBS. HOLDING STRENGTH) LOCATION FOR ALL WIND LOADS - NOTE: ALTERNATE ANCHORING DESIGN MAY BE MADE BY REGISTERED PROFESSIONAL ENGINEER.



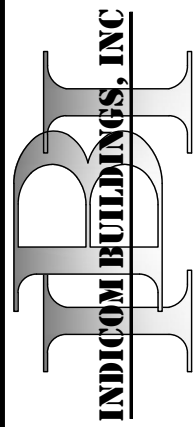
2 SUGGESTED ANCHORING METHOD

3/4"=1'-0"



3 SUGGESTED BLOCKING @ MATELINE

3/4"=1'-0"



721 N. BURLISON BLVD - BURLISON, TX 76028
PH 817-447-1213 FAX 817-447-2751



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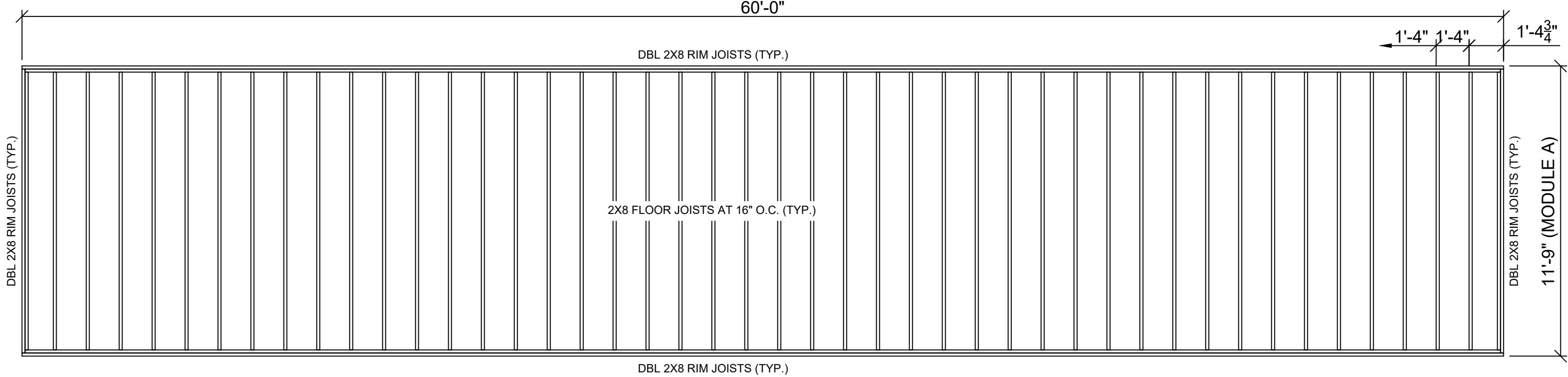
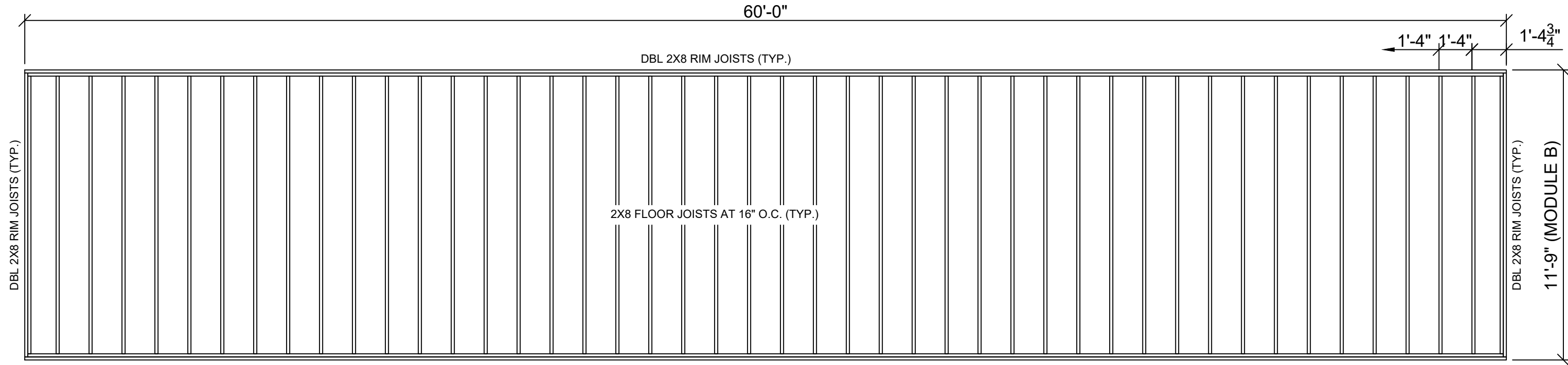
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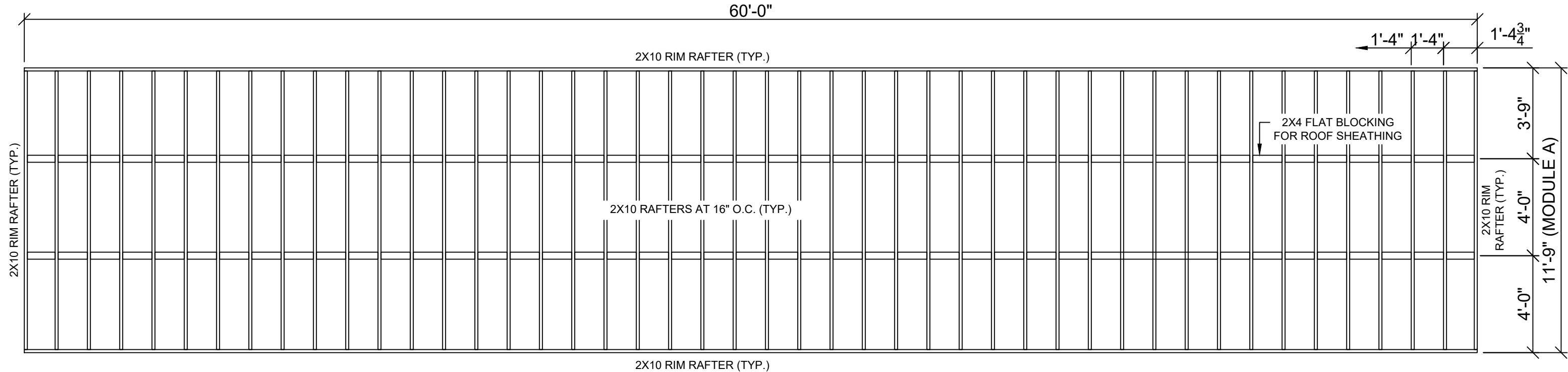
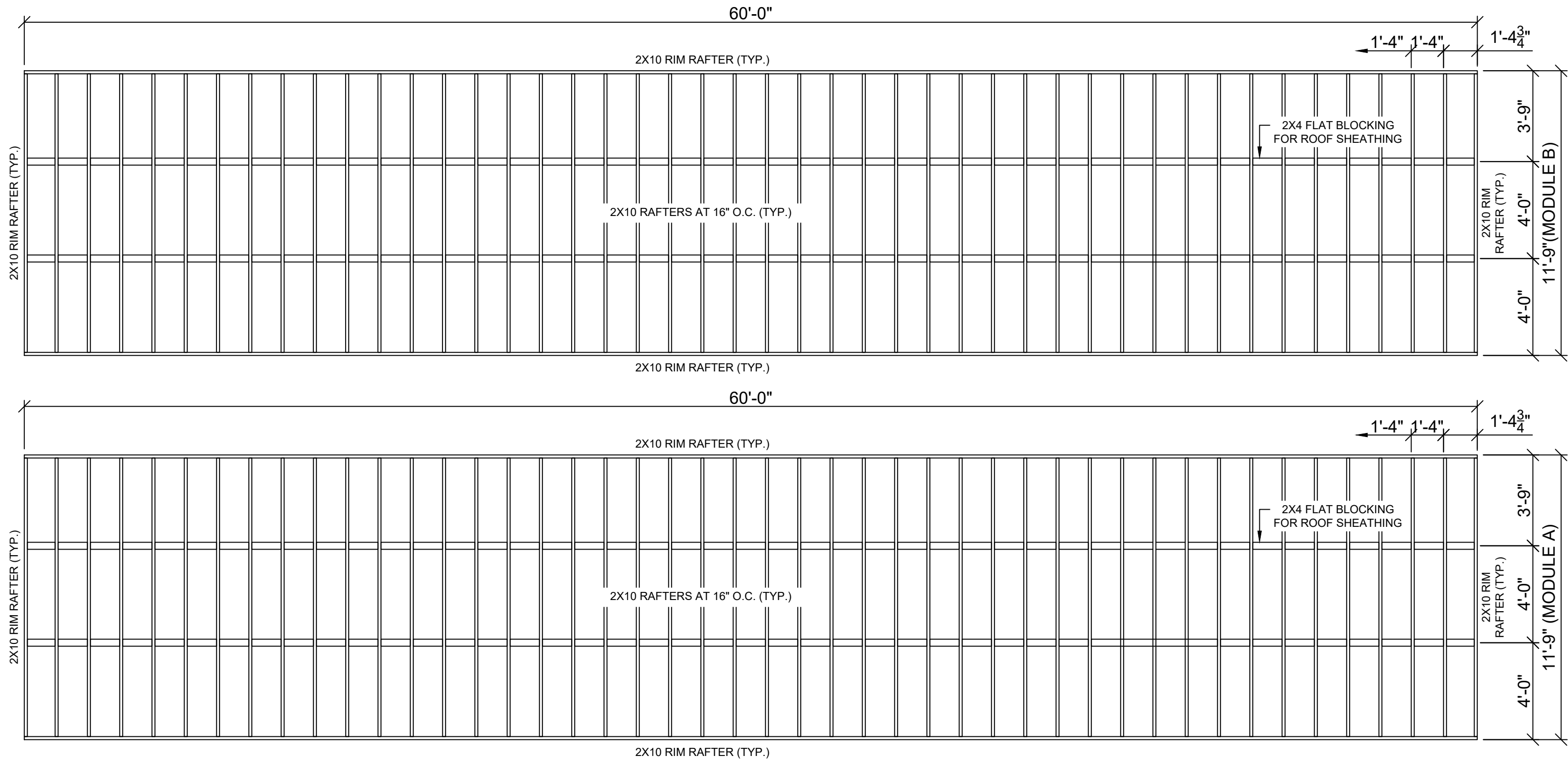
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121 SOUTH MAIN ST.
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SHEET:
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OF
8



1 FLOOR FRAMING PLAN
1/4"=1'-0"



2 ROOF FRAMING PLAN
1/4"=1'-0"



Date	Project Number	Serial Number
8.14.2023	23-146	CO23B813-814
Project Name		Customer
Glenwood Springs Office		American Portable Buildings
Jobsite Address		

Color Selection Sheet

Please provide colors for all checked items below on the following pages. It is required a selection of a material or paint color is made before any materials can be ordered for your building. Standard option samples are provided. Non-standard options may require an upcharge and/or additional delivery time.

EXTERIOR COLORS	
☒	Body
☒	Corner Trim (Body)
☒	Door/Window Trim
☒	Door/Frame
☒	Bottom Horiz Trim
☒	Top Horiz Trim
☐	Telstar Door

☒	Mateline Trim
☐	Skirting
☐	Skirting Corner Trim
☒	Mansard
☒	Inter Horiz Trim
☐	Window Aluminum
☒	Window Vinyl
☒	HVAC

FLOOR COVERINGS	
☒	1/8" VC Tile
☐	Carpet Tile (20 oz/26 oz)
☐	Rolled Carpet (20 oz/26 oz)
☐	AHF Composed & Distinct (Vinyl Sheet)

INTERIOR FINISHES	
☒	Vinyl Covered Gypsum
☒	Cove Base
☐	FRP

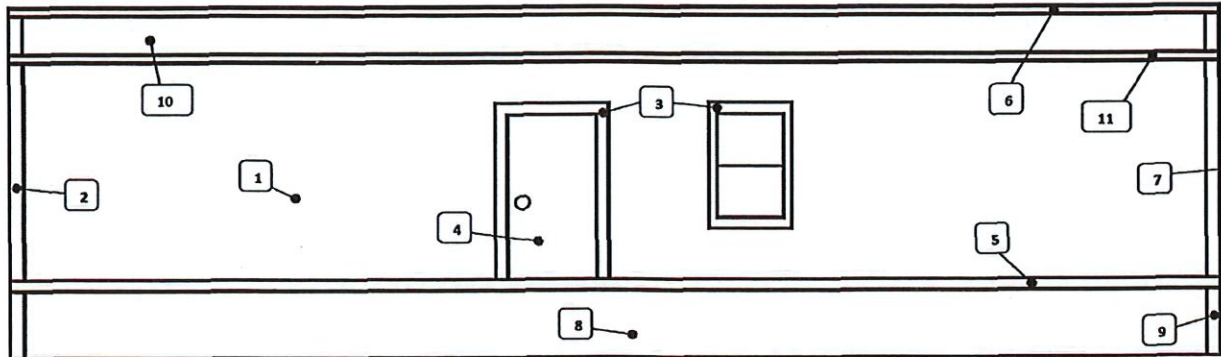
WINDOWS	
☐	Mini Blinds

INTERIOR DOORS/PARTITIONS	
☒	Modesty Partitions (pre-finished)
☐	Panel Doors (painted)

EXTERIOR SIDING	
☐	Ext 26 gauge Fabral R-Panel

CABINETS/COUNTERTOPS	
☒	Plastic Laminate
☐	Woodgrain Cabinet

Exterior Colors



NOTE: Not all color selection fields below may apply and actual color(s) may vary.
The following page lists some popular Sherwin Williams color options. You may also click on the button link below choose exterior colors.

Click Here To Choose Exterior Paint Colors

List color number and color name (eg. SW1234 - Sky Blue)

(1) Body: 7547
(2) Corner Trim (Body): 9604
(3) Door & Window Trim: 9604
* (4) Exterior Door/Frame:
(5) Bottom Horiz. Trim: 9604
(6) Top Horiz. Trim: 9604

** (7) Mateline Trim: 9604
(8) Skirting: 7547
(9) Corner Trim (Skirting): 9604
(10) Mansard: 9604
(11) Intermediate Horiz Trim: 9604

* Telstar Door/Frames has 3 standard color options (see below).

** Mateline is the section where two ends of separate modules meet. A Holdback is portion of the Mateline that will be completed onsite.

Roof: Black EPDM

Ext Door Keying: ☒ Alike or ☐ Separate

Int Door Keying: ☐ Alike or ☒ Separate

HVAC Unit: ☒ Gray or ☐ Beige

Gutters: Not Included

Vinyl Windows:

☐ Adobe
☒ White

Aluminum Windows:

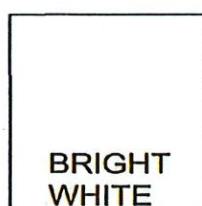
☐ Clear Anodize
☐ Bronze

Int. Window Vinyl Trim:

☐ Frost
☒ White
☐ Gray

Click on link for Gutter color selections: www.aagutters.net

Commercial Steel Door - Please select a standard color below or go to [sherwin williams.com](http://sherwinwilliams.com) and choose an exterior door color.





Date
8.14.2023

Project Number
23-146

Color Selection Sheet

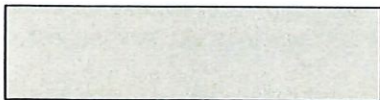
Exterior Paint Colors

Smart Panel Siding

Popular Sherwin Williams Color Options



☐ Practical Beige SW6100



☐ Pure White SW7005



☐ August Moon SW7687



☐ Armory SW9600



☐ Morning At Sea SW9634



☐ Grapy SW7629



☐ Sweater Weather SW9548



☐ Alabaster SW7008



☐ Timber Beam SW9540



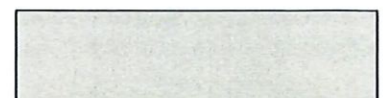
☐ Bedrock SW9563



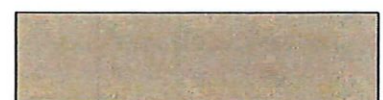
☐ Tiaga SW9654



☐ Azure Tide SW9684



☐ White Sand SW9582



☒ Sandbar SW7547



☒ Tea Leaf SW9604



☐ Mineral Deposit SW7652



☐ Cascade Green SW0066



☐ Gale Force SW7605



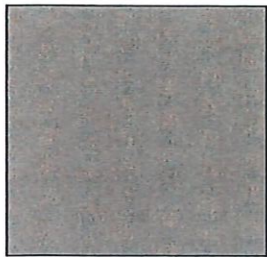
Date
8.14.2023

Project Number
23-146

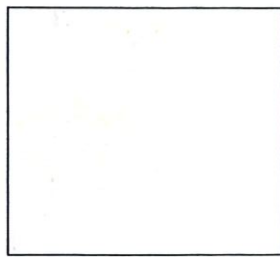
Color Selection Sheet

Interior Partitions

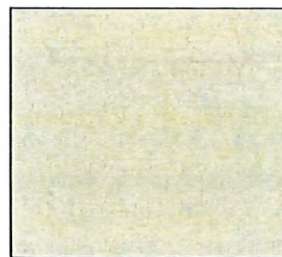
Modesty Partitions



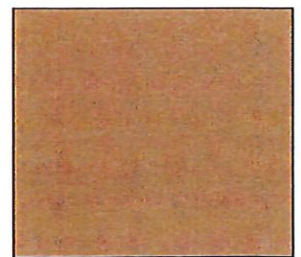
Light Gray



White



Almond

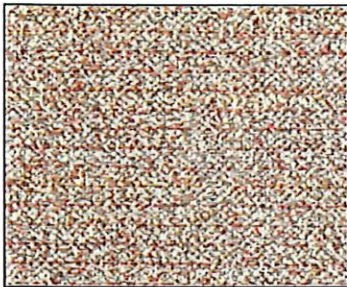


Sand

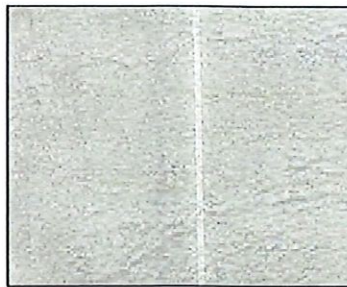
Color Selection Sheet

Interior Finishes

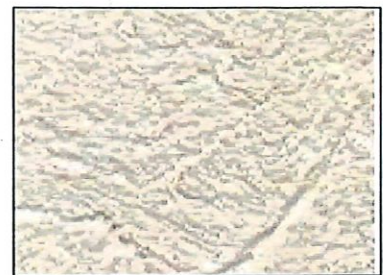
Vinyl Covered Gypsum


☐

Hampton Gray


☒

Ruff Stuff White


☐

Ruff Stuff Frost

Elec. Devices/Cover Plates Color:

☐

Ivory

☒

White

Mateline Holdbacks (Typical would be to 1st stud)

Hold back interior wall covering?

☐

Yes

or

☒

No

If "No", we will ship loose 3" wide batt strips to cover the mateline seams. If nothing is chosen, the default we WILL holdback.

**** FRP: If selected in quote, the FRP color will be White.**



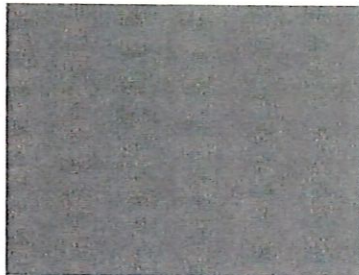
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Project Number
23-146

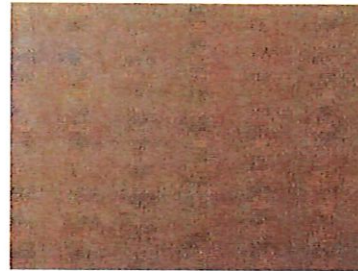
Color Selection Sheet

Interior Finishes

Cove Base



Sky Gray 663



Light Beige 206



Clay 527



Brown 502

Color Selection Sheet

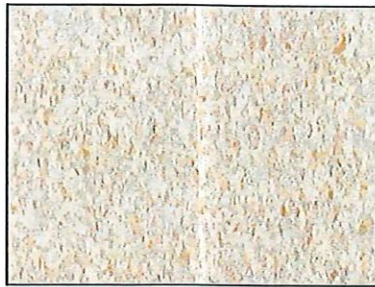
Floor Coverings

NOTE: Additional colors are available. Please inquire with Indicom representative for more details.

1/8" VC Tile



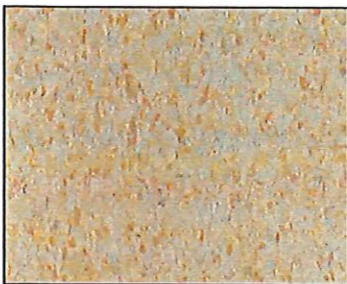
☐ 51899 - Cool White



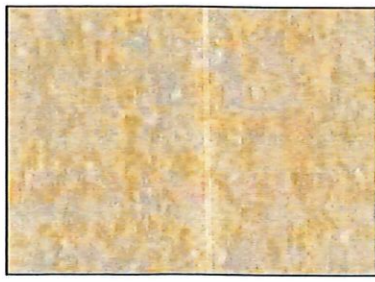
☐ 51839 - Fortress White



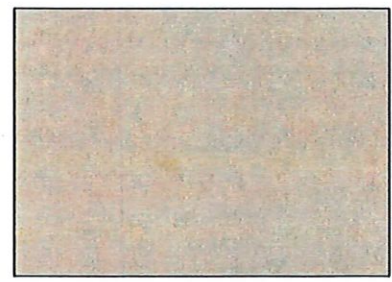
☐ 51830 - Cottage Tan



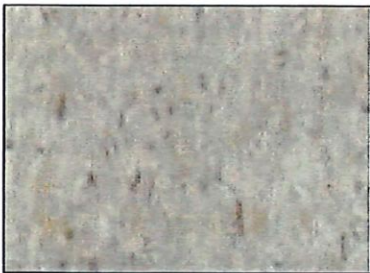
☐ 51858 - Sandrift White



☐ 51809 Desert Beige

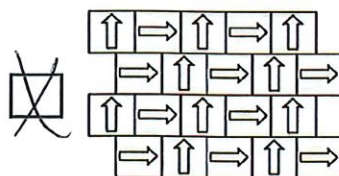


☐ 51811 Antique White

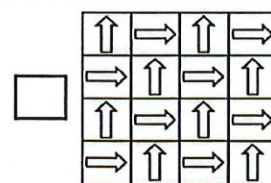


☒ 51836 Shelter White

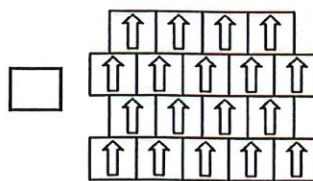
(select floor tile layout option below)



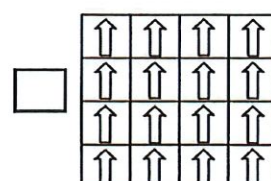
Checkerboard & 50% Offset



Checkerboard



50% Offset



Straight



Date
8.14.2023

Project Number
23-146

Color Selection Sheet

Countertops/Cabinets

NOTE: Additional colors are available. Please inquire with Indicom representative for more details.

Plastic Laminate


☐

LOWELL ASH 7994


☐

ORGANIC COTTON 4945


☐

PAMPAS 4166


☐

GREY NEBULA 4622



WHITE NEBULA 4621


☐

GRAPHITE NEBULA 4623


☐

NATURAL COTTON 4946


☐

PEARL SOAPSTONE 4886


☐

PEPPERDUST D327


☐

COFFEE BEAN D495


☐

SLATE GREY D91


☐

PEWTER D73


☐

FUSION MAPLE 7909


☐

MILANO QUARTZ 4726

Woodgrain Cabinet



Stained Red Oak with Clear Coat Finish



Planning & Zoning Commission Staff Report

Date: October 24, 2023
To: Planning & Zoning Commission
From: Watkins Fulk-Gray, Senior Planner
Subject: #57-23- Location & Extent Review for City of Glenwood Springs,
811 Airport Road

REQUEST	Addition of five new structures, including a fueling bay; an addition to an existing structure; and the reorientation of two existing buildings.
APPLICANT	City of Glenwood Springs, Public Works Department
OWNER	City of Glenwood Springs
ZONE	I1-Light Industrial and HP – Hillside Preservation
LOCATION:	811 Airport Road; parcel identification number 218527100050
SURROUNDING LAND USES	North: Airport; Storage South: Vacant, unincorporated land East: Roaring Fork River, agricultural land West: Industrial/Commercial/Office; unincorporated land
LOT SIZE	61.7 acres

ACTION ITEM SUMMARY

Action 1: Consideration of a Location & Extent Review application for the addition of five new structures, an addition to an existing structure, and the reorientation of two existing structures.

Staff Recommendation: Staff recommends that the Planning and Zoning Commission approve the Location & Extent Review application with findings and conditions on page 5 of this report.

PROJECT SUMMARY/ANALYSIS

Proposal

At the southern end of the approximately 62-acre airport parcel there is an area known as the “boneyard,” which is used by the Public Works Department for a variety of purposes. There are currently an office building, sign shop, three storage buildings, and two storage container buildings at the boneyard, in addition to vehicle and material storage. The site has a thoroughly industrial character.

The City’s Public Works Department is seeking to add a covered storage building, a five-bay garage/storage building, two lean-to sheds, and a fueling station. The new structures and the addition, excluding the fueling bay that is not a “building,” the new proposed floor area for new structures is approximately 16,450 square feet.

The improvements proposed by Public Works are located in relatively close proximity to the airport. The City believes that the Federal Aviation Administration (FAA) does not have jurisdiction over Glenwood Springs’s airport, but the City wishes all new development to be in compliance with the FAA’s regulations. A preliminary finding based on an online tool offered by the FAA indicates that the City will need to file a “notice of construction or alteration” to determine compliance with Part 77 of Title 14 of the Code of Federal Regulations. A recommended condition of approval has therefore been included requiring the City to do its due diligence with the FAA prior to construction.



Above: The entrance to the “boneyard.”

Review Process & Approval Criteria:

The Planning and Zoning Commission reviews Location and Extent Review applications from all public and quasi-public entities based on three criteria in the Municipal Code, which include consistency with applicable Comprehensive Plan goals and policies, consistency with the general purpose and intent of the Municipal Code, and how well the application minimizes adverse impacts to health, safety, and welfare of inhabitants of surrounding areas and the city. Below in bold font are the specific criteria of approval followed by Staff analysis.

i. Is consistent with the Comprehensive Plan and other City plans and policies.

The proposed expansion of the boneyard helps the City work towards one goal and several policies contained in the Comprehensive Plan. Below is a list of these goals and a discussion of how the proposal helps to meet them.

Goal: **Direct development to locations and forms that are cost-effective to serve.**

- The City’s Streets and Special Works Action Team (SWAT) departments operate from this airport location and the location on Devereux Road. The dual locations allow both departments to cover the entire city in a more timely, effective manner than being in one central location.
- The proposed expansion of facilities at the boneyard will help the City provide services throughout Glenwood Springs.

Policy: **Allocate land for utility expansion.**

- While the proposal is not the expansion of actual utility services or infrastructure, the boneyard is the base out of which important utility equipment and offices that manage the City’s utilities are housed. This is an important correlative of utility expansion and operation that the proposed facilities will help accommodate.

Policy: **Plan and budget for electrical system improvements.**

- The boneyard is where electrical equipment is stored, and the new structures may be used for some of the storage of important electrical equipment.

Policy: Provide appropriate levels of service for emergency services.

- This proposed expansion of the boneyard's facilities will allow the City to better accommodate services such as snow removal and other streets operations.

The proposed improvements also conform to the Comprehensive Plan's future land use map. The property is classified as industrial, which accommodates heavy commercial, light industrial, and industrial uses such as manufacturing, warehousing, distributing, and indoor/outdoor storage.

The uses at the boneyard also conform to the Comprehensive Plan's future land use map (FLUM), which indicates the parcel should be an industrial use.

ii. Is consistent with the general purpose and intent of this Code.

The proposed improvements comply with the Section 070.020 of the Municipal Code regarding standards for building height and with Section 070.030 for land uses allowed in the I/1-Light Industrial zone. The buildings will all be located away from the portions of the site that border or include the Roaring Fork River, where there are steep slopes.

However, some components of the proposed development are not compliant with the strict standards of the Municipal Code. These components include:

- Setbacks
- Landscaping
- Certain design standards
- Sidewalks

These components of the proposal are discussed in turn below.

The required setbacks in the I1 zone are 20 feet from the property line. The existing fence around the boneyard is set right at the property line, which is separated from the actual edge of the roadway by a variable distance of approximately five to 20 feet. The proposed lean-to at the southern end of the site, as well as the 5-bay shop, will be located ten feet away from the property line, matching the setback distance of the existing structures along Airport Rd. This is within the required setback, though the proposed structures are set back from the actual roadway a greater distance than they are from the property line.

The Code requires that properties in the I1 zone provide 20% of the site as landscaping. In this case, the "boneyard" site is part of the larger 62-acre Airport property, which would require over 12 acres of landscape area. Due to the character of the land uses upon this parcel and the fact that no water service exists to the boneyard, Staff believes that it would be impractical to require 12 acres of landscaping to the airport parcel.

With regard to architectural design, Staff found that the proposed project does not meet the non-residential design standards found in Section 070.040.090. Building elevations that exceed 30 feet in length are required to provide three design treatments from Section 070.40.090(e)(2). In addition to new nonresidential development with building elevations that exceed 30 feet, these standards also apply to additions that are 50% or more of the floor area of the existing building. The nonresidential design standards therefore apply to four new buildings and to the extension of one existing structure. Of these four new buildings and the addition, none contain three design treatments from 070.40.090(e)(2) on each elevation. Staff believes that because this property is located on a dead-end road, and because it is

immediately adjacent to similarly minimalist and industrial structures (both on and away from the boneyard property), strict compliance with the architectural standards would be out of character with the surrounding area. However, Staff has proposed a condition of approval for one change to the largest structure that fronts Airport Rd. The five-bay garage/shop's west elevation prominently faces Airport Rd., and Staff proposes that this elevation meet the minimum of three design treatments found in 070.40.090(e)(2). A column or vertical projection of at least 24" from the building face would satisfy this requirement and has been recommended as a condition of approval.

Finally, the project is not adding a sidewalk along Airport Road per the requirements of 070.040.070(f)(1). The Code requires an eight-foot sidewalk in non-residential zoning districts. Because this is a dead-end road at the boundary of City limits and does not serve any other pedestrian amenities, Staff does not feel a sidewalk is necessary for this project. The Engineering Department agrees with the direction to not include sidewalks.



Above: A view looking northeast from the southern end of Airport Rd.

Although not in strict compliance with all aspects of the Development Code as noted above, the project is found to be consistent with the Code's general purpose and intent. The proposal protects the public health, safety, and welfare of the city and implements the policies, goals, and strategies adopted by the City, including those set forth in the Comprehensive Plan.

iii. Minimizes adverse impacts to the health, safety, and welfare of the inhabitants of the surrounding areas and the city.

Staff does not believe the proposal constitutes a negative impact to surrounding properties or the health, safety, and welfare of the city's inhabitants.

REVIEWING AGENCY COMMENTS

The Fire Department has requested that a secondary entrance into the boneyard be created, and that the gate be kept clear of material storage. A likely location already exists along Airport Rd. where there is a

gate that is not currently functional. Staff has included as a condition of approval that this location or another location approved by the Fire Department be upgraded to function as a secondary entrance with the requisite clear area.

REQUIRED ACTIONS

Action 1: Consideration of a Location & Extent Review application for adding a covered storage building, a 5-bay garage/storage building, two lean-to sheds, and a fueling station.

Action Alternatives

The Planning and Zoning Commission may approve, approve with conditions, deny or continue this application to a future hearing with a request for additional specific information which it finds necessary to determine compliance with the Municipal Code and city goals and policies.

Staff Recommendation: Staff recommends that the Planning and Zoning Commission approval with the conditions below.

Recommended Motion:

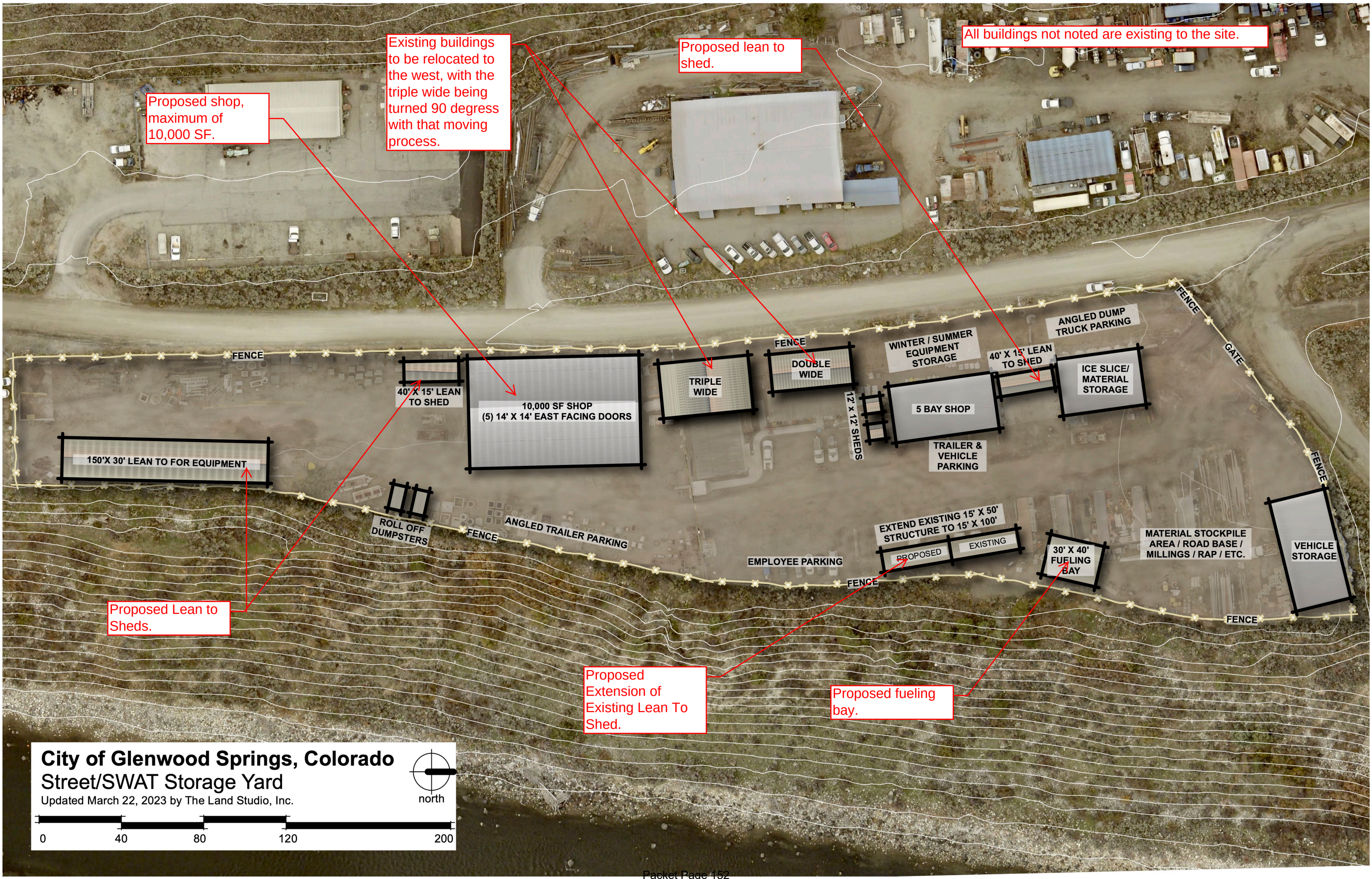
I recommend approval of this Location and Extent Review with the findings and conditions listed below.

Suggested Findings:

1. The proposal is consistent with the Comprehensive Plan and other City plans and policies;
2. The proposal is consistent with the general purpose and intent of this Code; and
3. The proposal minimizes adverse impacts to the health, safety, and welfare of the inhabitants of the surrounding areas and the city.

Suggested Conditions:

1. The applicant shall comply with all verbal representations made in the public hearings, as outlined in all application materials, and/or as revised per conditions herein and approved by the Community Development Director.
2. Prior to construction, applicant shall submit building and/or grading permit, as required.
3. The applicant shall provide exterior building color samples for Community Development Director review and approval at the time of building permit submission. The proposed colors shall be earth-tone.
4. The applicant shall provide lighting manufacturer information for all exterior lighting. Lighting shall be reviewed and approved by the Community Development Director prior to installation.
5. Any future physical changes to or improvements on the property are subject to the review and approval of the Community Development Director for compliance with applicable requirements of the Glenwood Springs Municipal Code.
6. A secondary entrance to the boneyard area shall be created to the satisfaction of the Fire Department.
7. The west elevation of the five-bay garage/shop building shall incorporate a column or vertical projection of at least 24" from the building face.
8. The City shall file notice of obstruction or alteration with the Federal Aviation Administration (FAA) and receive any approvals necessary from the FAA prior to constructing the proposed improvements.



Proposed shop,
maximum of
10,000 SF.

Existing buildings
to be relocated to
the west, with the
triple wide being
turned 90 degrees
with that moving
process.

Proposed lean to
shed.

All buildings not noted are existing to the site.

Proposed Lean to
Sheds.

Proposed
Extension of
Existing Lean To
Shed.

Proposed fueling
bay.

City of Glenwood Springs, Colorado

Street/SWAT Storage Yard

Updated March 22, 2023 by The Land Studio, Inc.

north

0

40

80

120

200

Location and Extent Review Application Narrative

The City of Glenwood Springs is moving its Parks, Fleet, Electric, SWAT and Streets Departments out of their current location at 2301 Wulfsohn Road, known as the MOC, due to structural issues at the facility. The new location for a majority of the Streets and SWAT department is the existing “Boneyard” location on the south end of the City’s airport property. This lot is located at 811 Airport Road and within its existing fence line, it encompasses approximately 2.58 acres of land in total. As of this L&E submission the existing site houses a Streets/SWAT office building, a Streets sign shop, three canvas style storage buildings and two storage container buildings. The plan for the site is to expand the fenced area out to approximately 3.35 acres, running the north boundary fence approximately 25’ off of the edge of Airport Road/116 Road and tying back into the existing fence line location along Airport Road/163 Road. This will allow for more storage interior to the fencing, and optimize the site planning.

Current total building area on the site is 8,048SF of indoor capacity. We are proposing to add a covered storage building that is open on one side, a 5-bay garage/storage building, two additional 40’x15’ lean to sheds, and a possibility of a fueling station in the future.

Staff and Council are aware of the need to relocate all of the departments out of the Municipal Operation Center (MOC) location in 2019/2020. The building was settling at a destabilizing rate and the cost of repairs were beyond the cost of moving departments to other locations. The “new” Airport site being utilized is on river rock and has been utilized by the City for city operations for many years. Prior to any final building construction occurring, a Geotech report will be completed so that any permanent building foundations/slabs can be designed properly for a long-life span.

With this site being Streets/SWATs main facility and their secondary facility being located at 2222 Devereux Road along with Fleet, this will allow streets to react to situations quicker with materials, equipment and staff on both ends of the City. If we located the entirety of the Streets/SWAT Departments at the Airport location and an issue came up along Midland Avenue between 27th Street and 4 Mile, our crews would have a 32-mile trip to get to work without South Bridge being constructed. With two locations, we can react to situations quicker and even set up plowing operations faster in the wintertime. This is a win for the City, but it comes at a cost that was not anticipated in 2020.

The site planning includes the existing buildings, proposed temporary buildings and new buildings that will be similar to the industrial character of the surrounding uses. The site currently has a chain link fence surrounding it, we will be relocating chain link to expand the site. This will allow us to keep equipment, vehicles, materials and city facilities under a safe lock and key. Staff is requesting that the new and existing facility changes/updates not be held to the City aesthetic code but be allowed to be as cost effectively constructed as possible, while still melding a blend of structure/design that complements the surrounding uses. There are five new structures being proposed on the site as noted earlier in this report. Due to the existing vegetation and the location of this site at the very south end of the City boundary and away from residential and surrounded by commercial and industrial facilities that are outside of the city limits and not subject to design standards, the new structures will not be brought up to the full aesthetic code of the City to save money and fit into the surrounding structures designs.

How this site planning meets the Comprehensive Plan for the City

The City was in need for a facility that met the requirements of a Streets and SWAT Department, which includes the need for an Office building, sign shop, large garage type facility with adequately sized doors, open storage, covered storage, power supply meeting equipment needs, fiber optic capacity, a large lot for storage of materials and vehicles and localized location for all departments to be able to access the site conveniently. The 811 Airport

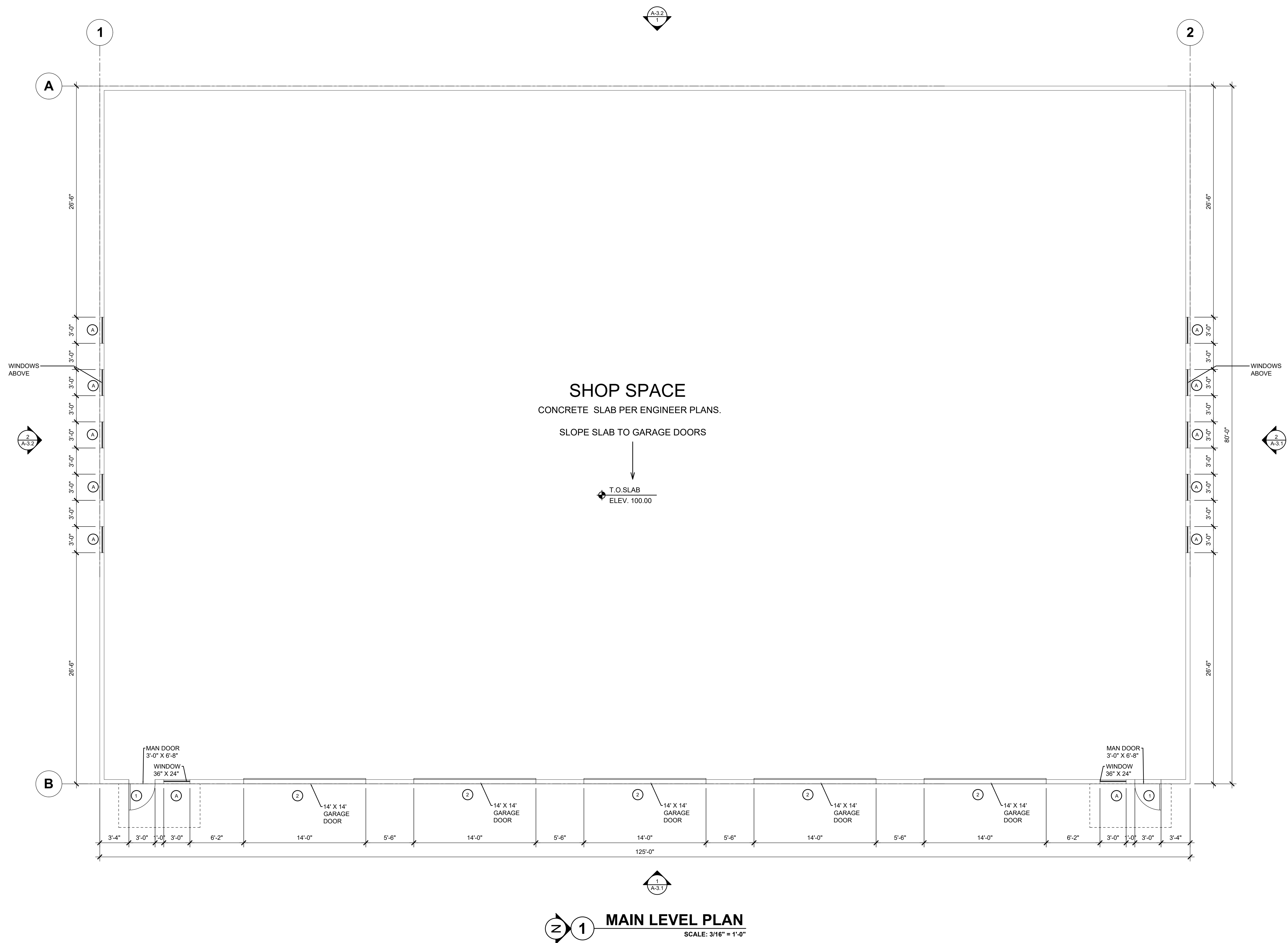
Road site meets all of these requirements without much change to the existing site. The Comprehensive plan defines what the City is looking for in development of sites within the City, and list below are notable points on how the 811 Airport Road site meets the direction the plan wants development to unfold.

- The comprehensive plan calls out to “Direct Development to Locations and Forms that are Cost-effective to Serve” which is what this site does for the City. The infrastructure and capacities of the site meet the needs of the City well, and the changes that would need to be constructed fit within the site acreage and do not affect the utility capacities within the site.
- The comprehensive plan calls out to “Address Transportation Needs and Provide Multiple Convenient Travel Choices” by locating development in ways to reduce traffic congestion, assure safe and efficient movement of people and goods, and provide equal access to community facilities. The existing site accomplishes this in several ways. The site location is far enough from the 2222 Devereux Road facility that it helps space out the traffic that will need to come to this facility versus 2222 Devereux Road, it puts the site near a fire department location, water tank location and when South Bridge is built, it will allow direct access to Highway 82 for deliveries and circulation.
- The Comprehensive plan calls out “Values and Vision for Public Utilities and Services”, by providing efficient public utilities and services essential to quality of life, livability and to cost-effective growth. The Streets and SWAT Departments are a vital cog in the workings of all city departments by helping maintain the streets, storm water facilities, metal and concrete facilities within the City. The Airport Road location makes the departments readily available to all departments for quick response for regular and emergency repairs as they are needed. Without these two Departments the Utility and Parks Departments would not be able to function efficiently on a daily basis. Case in point, the Streets Department and Fleet Department worked hand in hand in early October 2019 to outfit all the Streets trucks with plowing and sanding equipment in an emergency with an unusual snowstorm heading our way. With great success, the two departments got enough equipment up and running that the snowstorm, and second following storm event did not affect the functioning of the City or its residents travel. This facility will allow the two departments to expand their upfitting capacity and area as needed in situations like this, in a second convenient location, and keep our City up and running and safe for all.

Exhibits:

Exhibit A: Proposed Site Plan

Exhibit B: Streets Yard Garage/Shop Building Plans



CADFISH LLC

CADFISH LLC
CAD Drafting, Design, Planning, Construction Management
304 Arlian Road, Carbondale, Colorado 81623
970 618 0230

PSD	pamela sudmeier design
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**COGS STREETS AND SWAT SITE - NEW
METAL BUILDING SHOP**

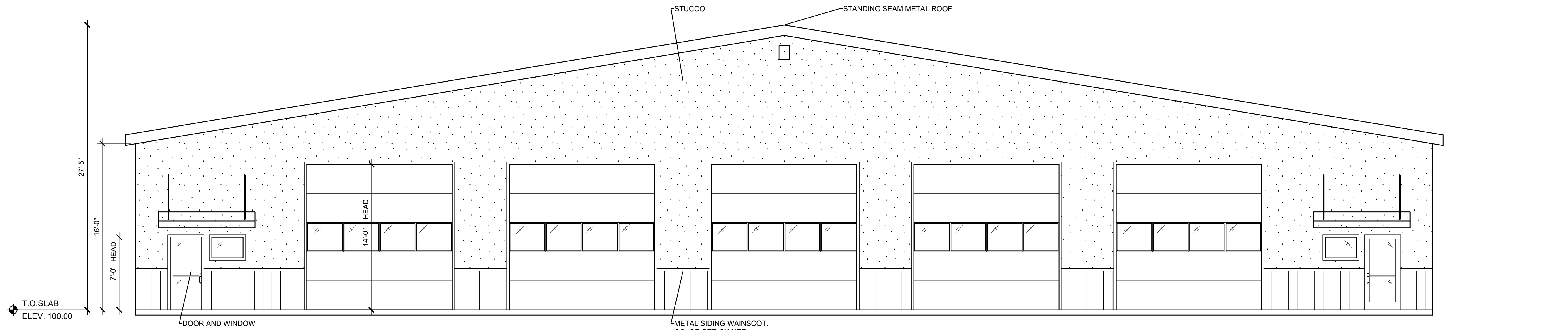
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ISSUE DATE:
03-21-2023

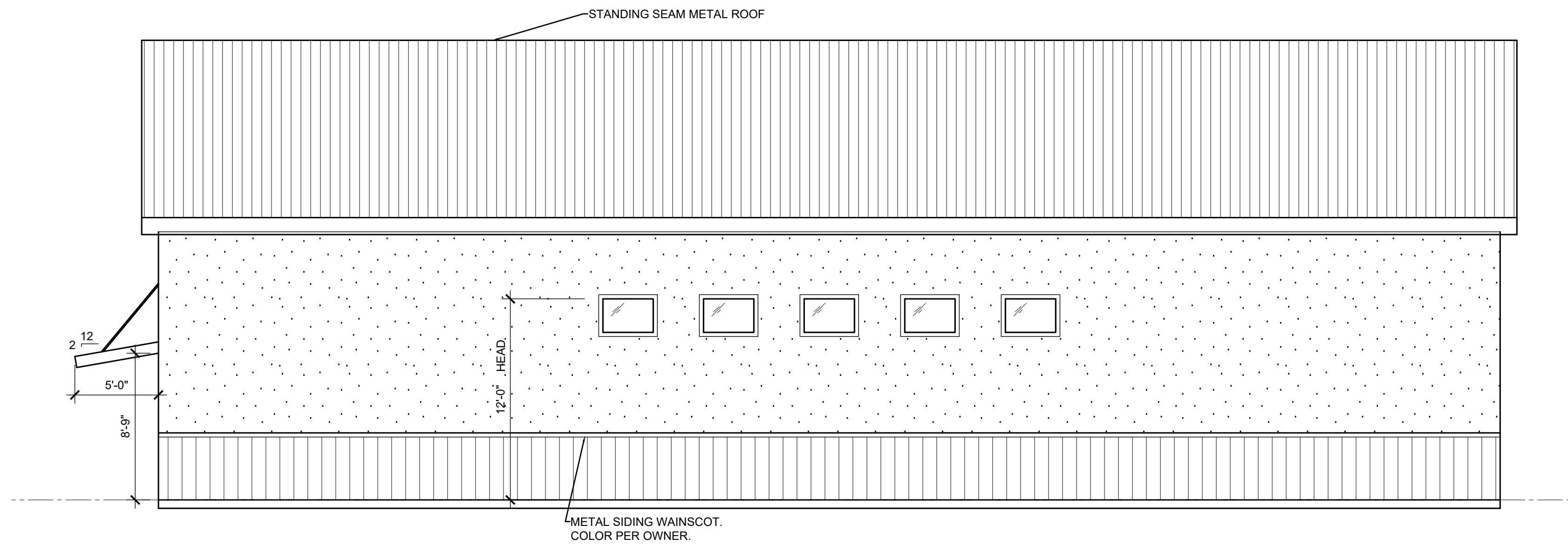
SHEET TITLE

PLAN

A 2.1



1 EAST ELEVATION
SCALE: 3/16" = 1'-0"



2 NORTH ELEVATION
SCALE: 3/16" = 1'-0"

CADFISH LLC

CAD Drafting, Design, Planning, Construction Management
304 Arlan Road, Carbondale, Colorado 81623
970 618 0230

PSD

pamela sudheiler design

COGS STREETS AND SWAT SITE - NEW
METAL BUILDING SHOP
GLENWOOD SPRINGS, COLORADO

DRAWN BY: CADFISH, LLC & PSD

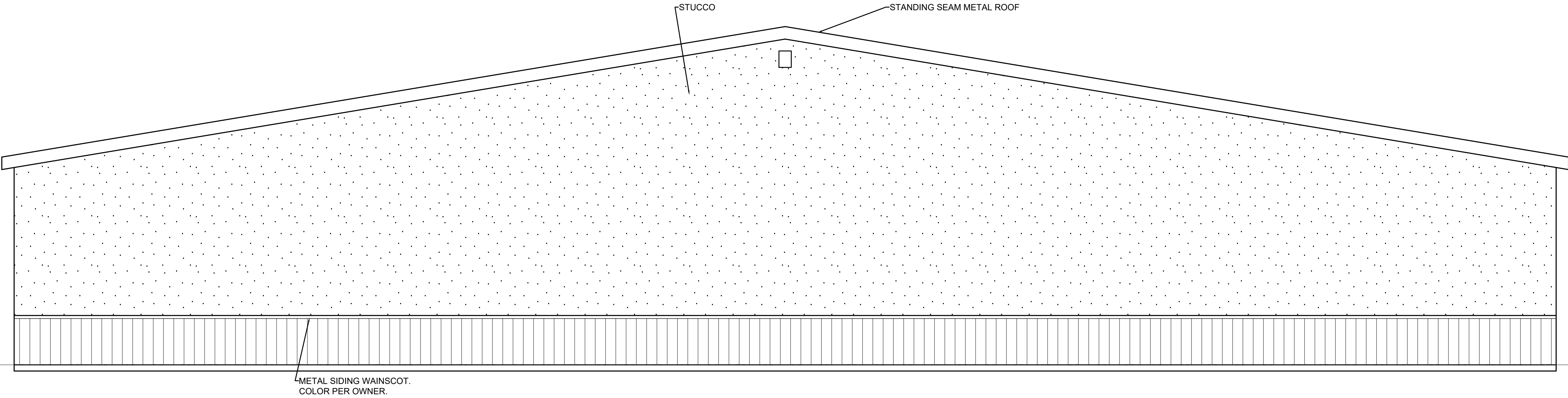
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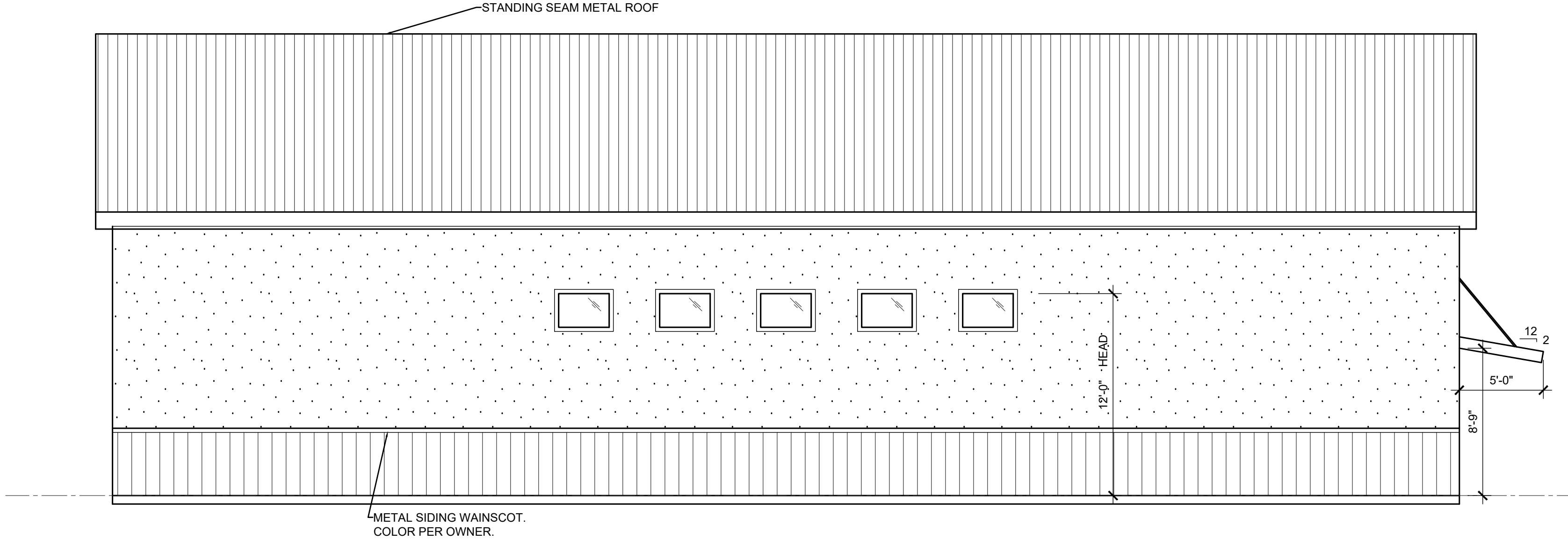
SHEET TITLE

ELEVATIONS

A 3.1



1 WEST ELEVATION
SCALE: 3/16" = 1'-0"



2 SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

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CAD Drafting, Design, Planning, Construction Management
304 Arlan Road, Carbondale, Colorado 81623
970 618 0230

PSD
pamela suchmeyer design

COGS STREETS AND SWAT SITE - NEW
METAL BUILDING SHOP
GLENWOOD SPRINGS, COLORADO

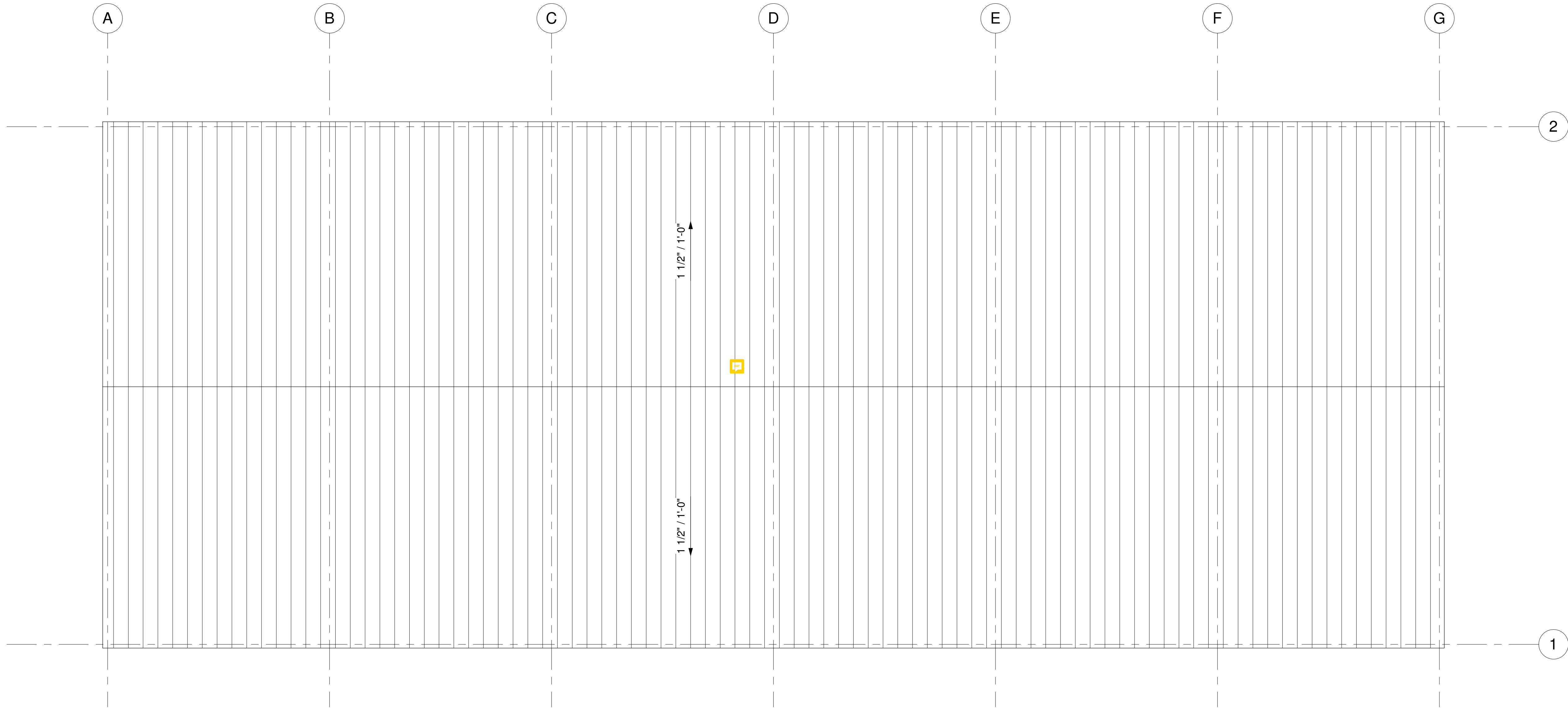
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03-21-2023

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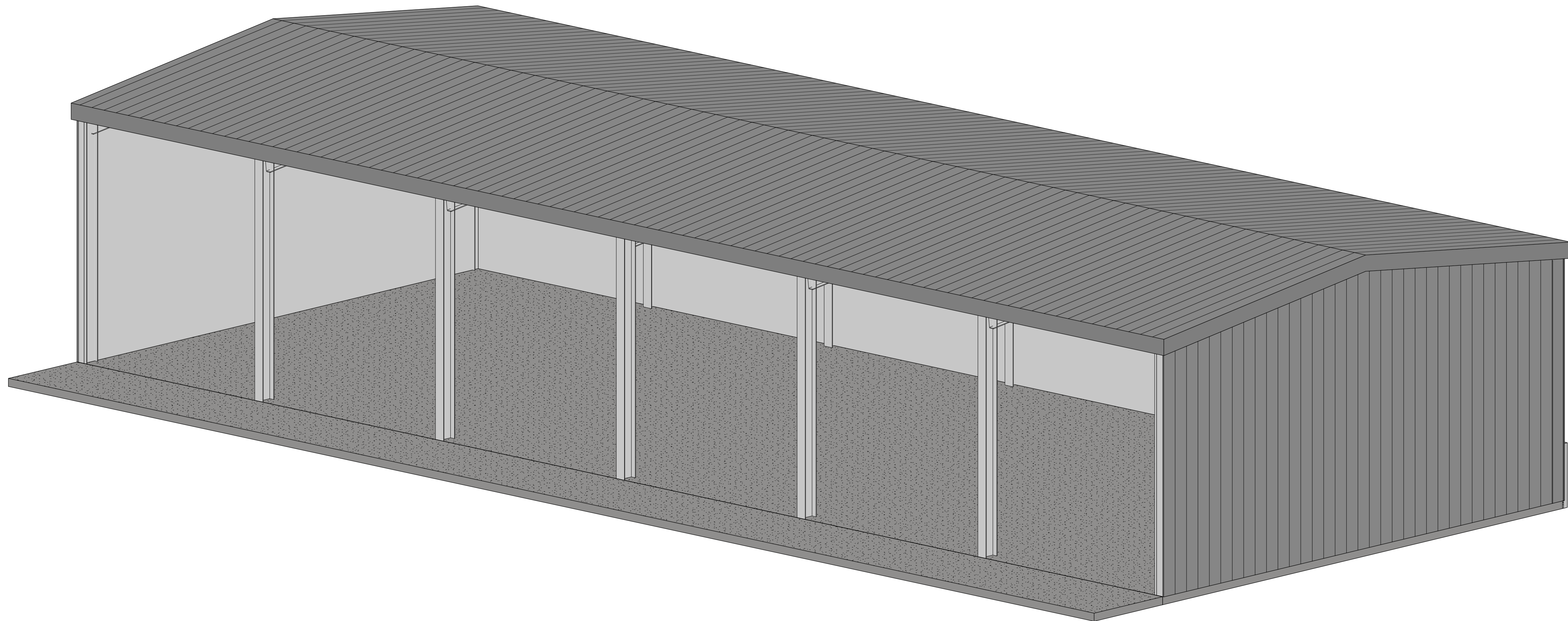
ELEVATIONS

A 3.2

2 Roof Plan
1/4" = 1'-0"



1 3D 1



TITLE

3D - Roof Plan

SHEET

A0

Designed By:
Designer

Checked By:
Checker

City of Glenwood Springs Covered Storage
810 Airport Road
Glenwood Springs CO

ISSUE DATES
1/7/20
Preliminary

CADFISH LLC

CAD Drafting, Design, Planning, Construction Management
80 Sageswood Court, Basalt, Colorado 81621
Phone (970) 618-0230

CAD Drafting, Design, Planning, Construction Management
80 Sagedwood Court, Basalt, Colorado 81621
Phone (970) 618-0230

Preliminary

810 Airport Road
Glenwood Springs CO

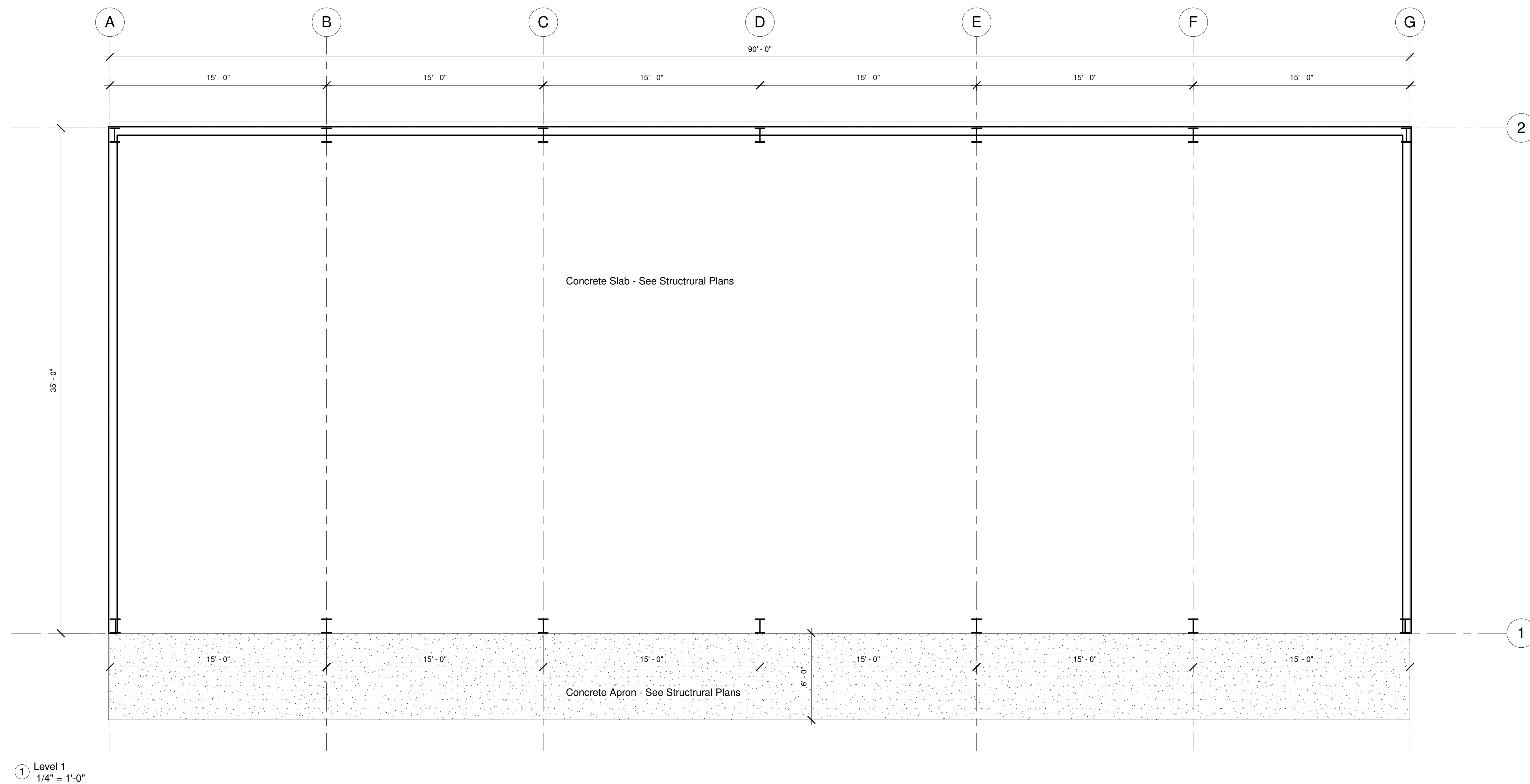
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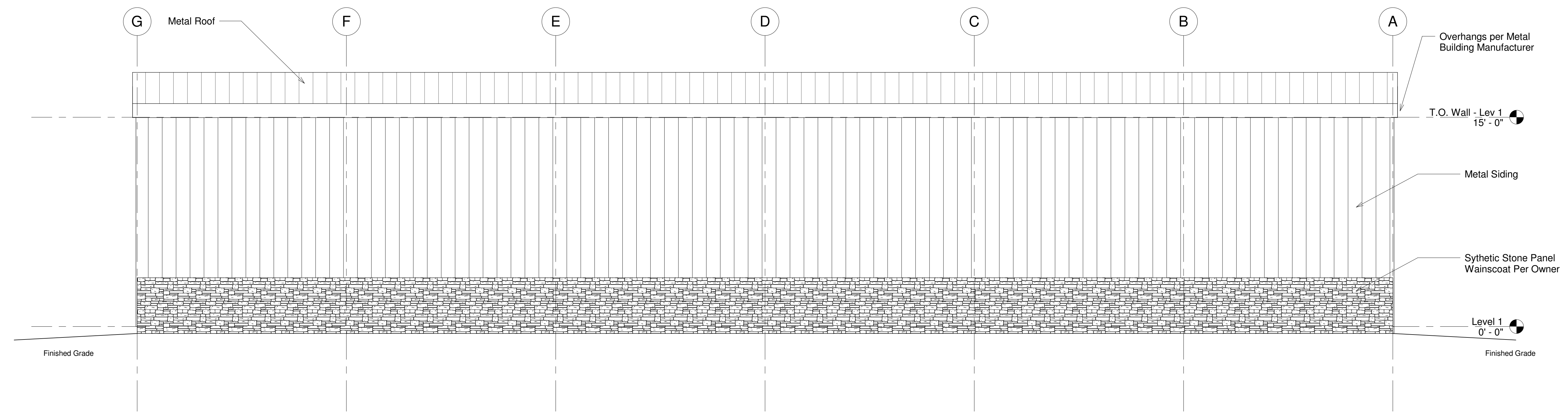
Floor Plan - Notes

SHEET
A1

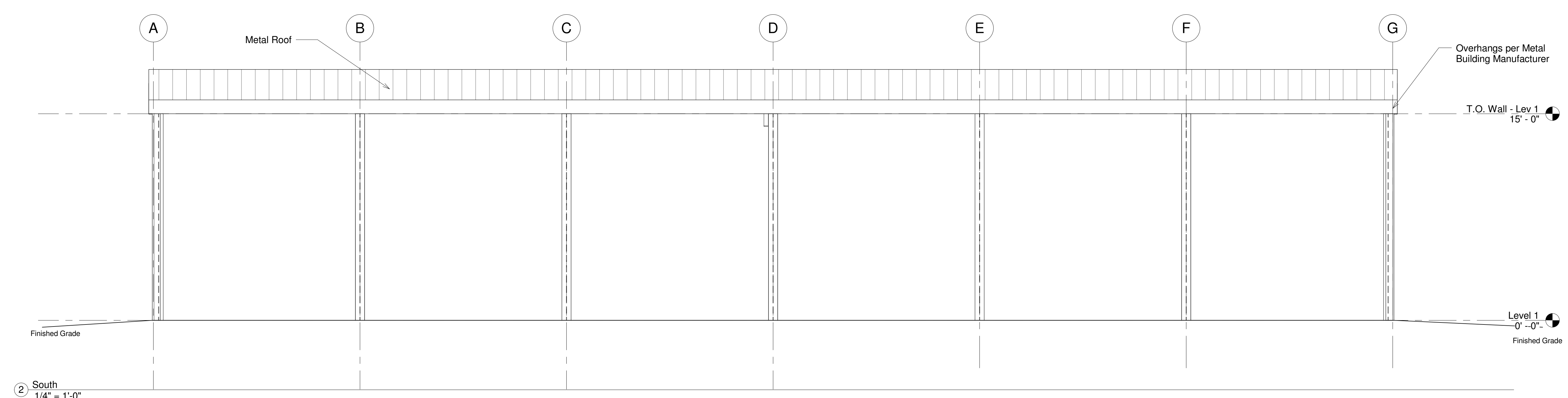
- FLOOR DESIGN LOAD - 125 PSF LIVE LOAD
- WIND DESIGN LOAD - 110 MPH EXPOSURE B
- TRUSS/ROOF DESIGN LOAD - 50 PSF GROUND SNOW LOAD, MIN.
- ALL CONSTRUCTION SHALL COMPLY WITH THE IBC, IFC, IMC, IFGG, IFBC 2009 AS ADOPTED & AMENDED BY THE CITY OF GLENWOOD SPRINGS, AND THE NEC AS ADOPTED & AMENDED BY THE CITY OF GLENWOOD SPRINGS
- VERIFY REQUIREMENTS WITH THE GLENWOOD SPRINGS FIRE DEPARTMENT FOR FIRE SUPPRESSION & ALARM SYSTEMS. PROVIDE PLANS AS REQUIRED BY THE FIRE DEPARTMENT AS A DEFERRED SUBMITTAL
- TYPE OF CONSTRUCTION : IIB, NON-SPRINKLERED
- OCCUPANCY CLASSIFICATION : S - 1 STORAGE
- SQ. FT. BUILDING - 3150 SQ. FT.
- OCCUPANT LOAD - 3150/500 = 7
- DISTANCE TO PROPERTY LINES: DESIGN ASSUMES MINIMUM 25' FROM PROPERTY LINE ON CENTER OF R.O.W. GARAGE DOORS: SIDE - MINIMUM 10' DISTANCE FROM PROPERTY LINE OR CENTER OF R.O.W. ON OTHER SIDES
- FIRE RESISTANCE EXTERIOR WALLS - NON RATED
- OPENINGS IN EXTERIOR WALLS - NON RATED
- PLUMBING, ELECTRICAL, MECHANICAL, AND HVAC BY OWNER AND PROJECT ARCHITECT/ENGINEER AS REQUIRED BY OWNER AND BUILDING DEPARTMENT.
- PROVIDE FIRE EXTINGUISHERS AS REQUIRED BY FIRE DEPARTMENT
- GLAZING IN HAZARDOUS LOCATIONS SHALL BE SAFETY GLAZING PER SEC. 2406 IBC 2015, IBCB 2015
- INTERIOR FINISHES SHALL BE CLASS C OR BETTER AND COMPLY WITH SEC. 903, TABLE 903.1.1, IBC 2015, REFER TO METAL BUILDING MANUFACTURER PLANS.
- GUTTERS, DOWN SPOUTS, AND SNOW SLIDES TO BE INSTALLED ON ROOFS AS REQUIRED BY OWNER AND SOILS REPORT. DESIGN PROVIDED BY GUTTER SUPPLIER &/OR GUTTER INSTALLER AS REQUIRED.
- PROVIDE SITE DRAINAGE AWAY FROM BUILDING PER SOILS REPORT AND CIVIL ENGINEER'S PLANS
- SLOPE SLAB TO DRAIN TO GARAGE DOORS PER ENGINEER PLANS. VERIFY SLOPE PITCH WITH OWNER.

3 Notes 1
1/2" = 1'-0"

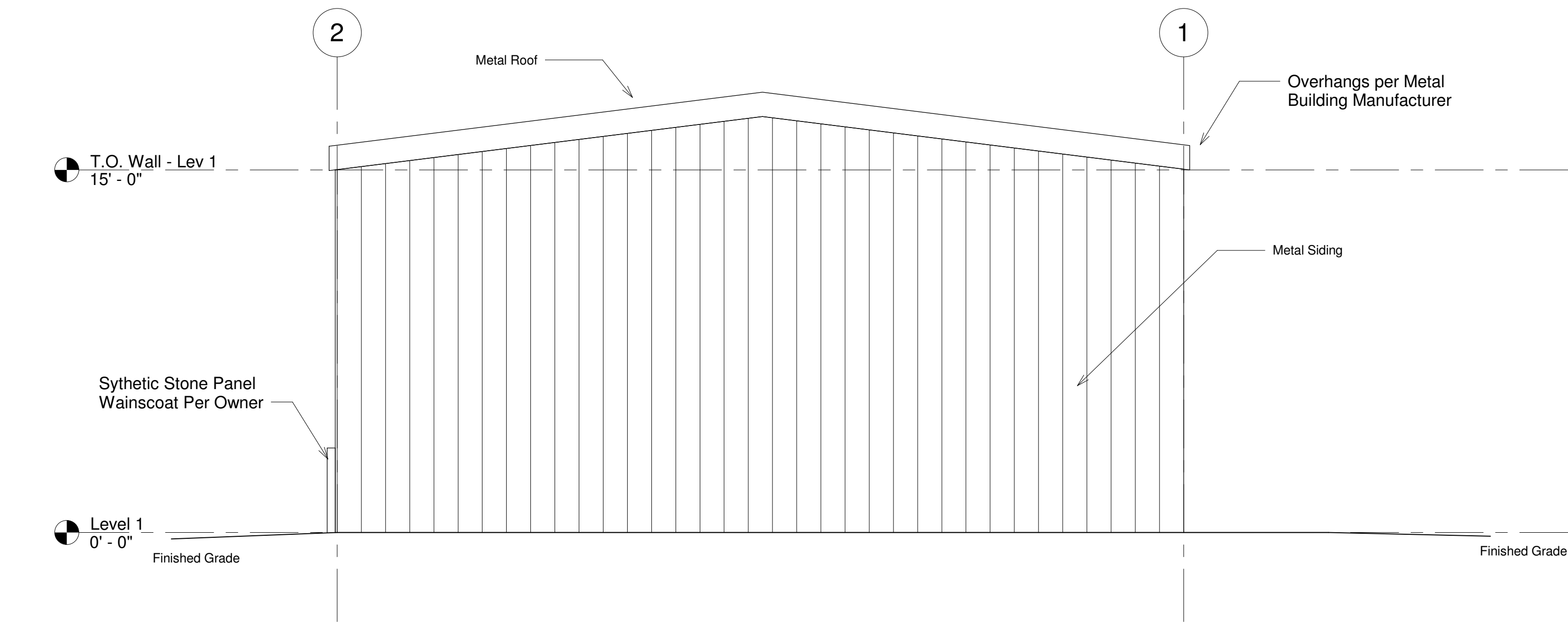




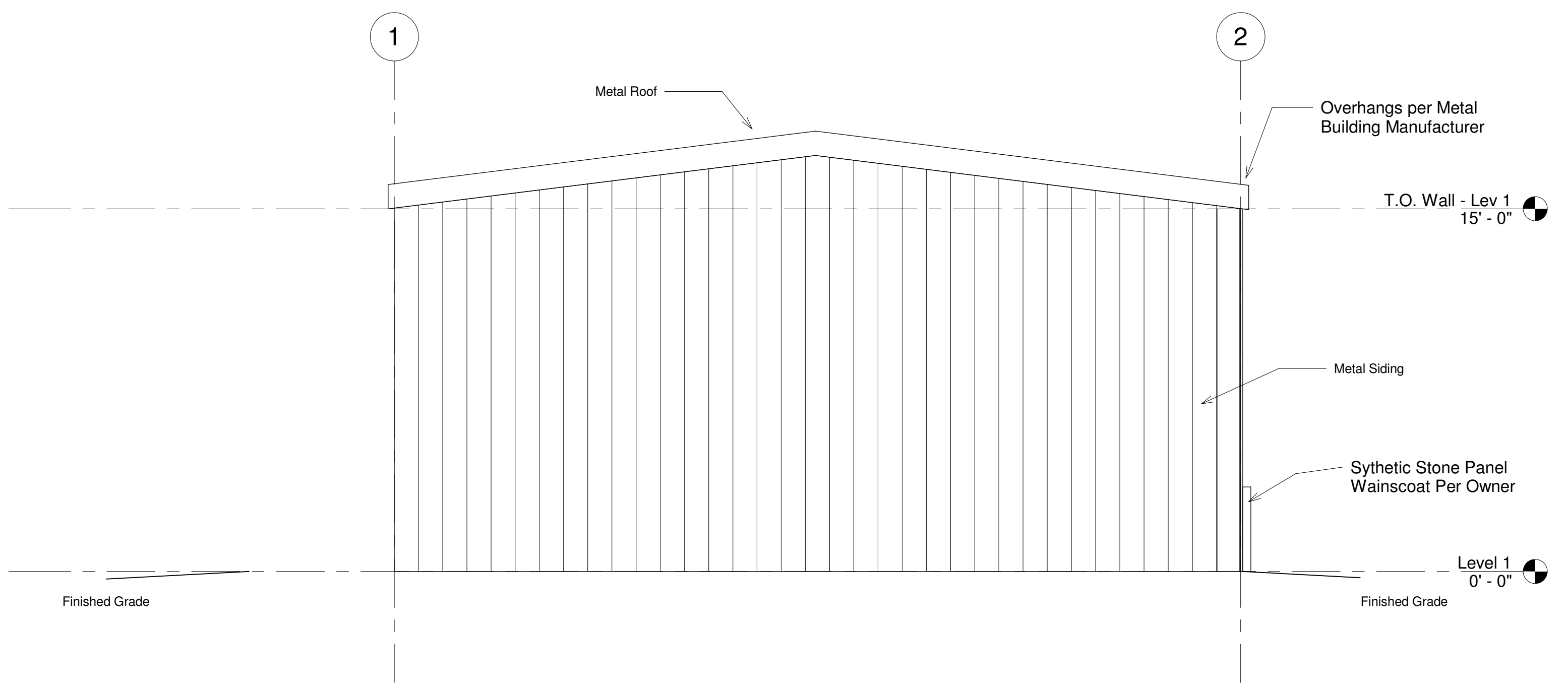
③ North
1/4" = 1'-0"



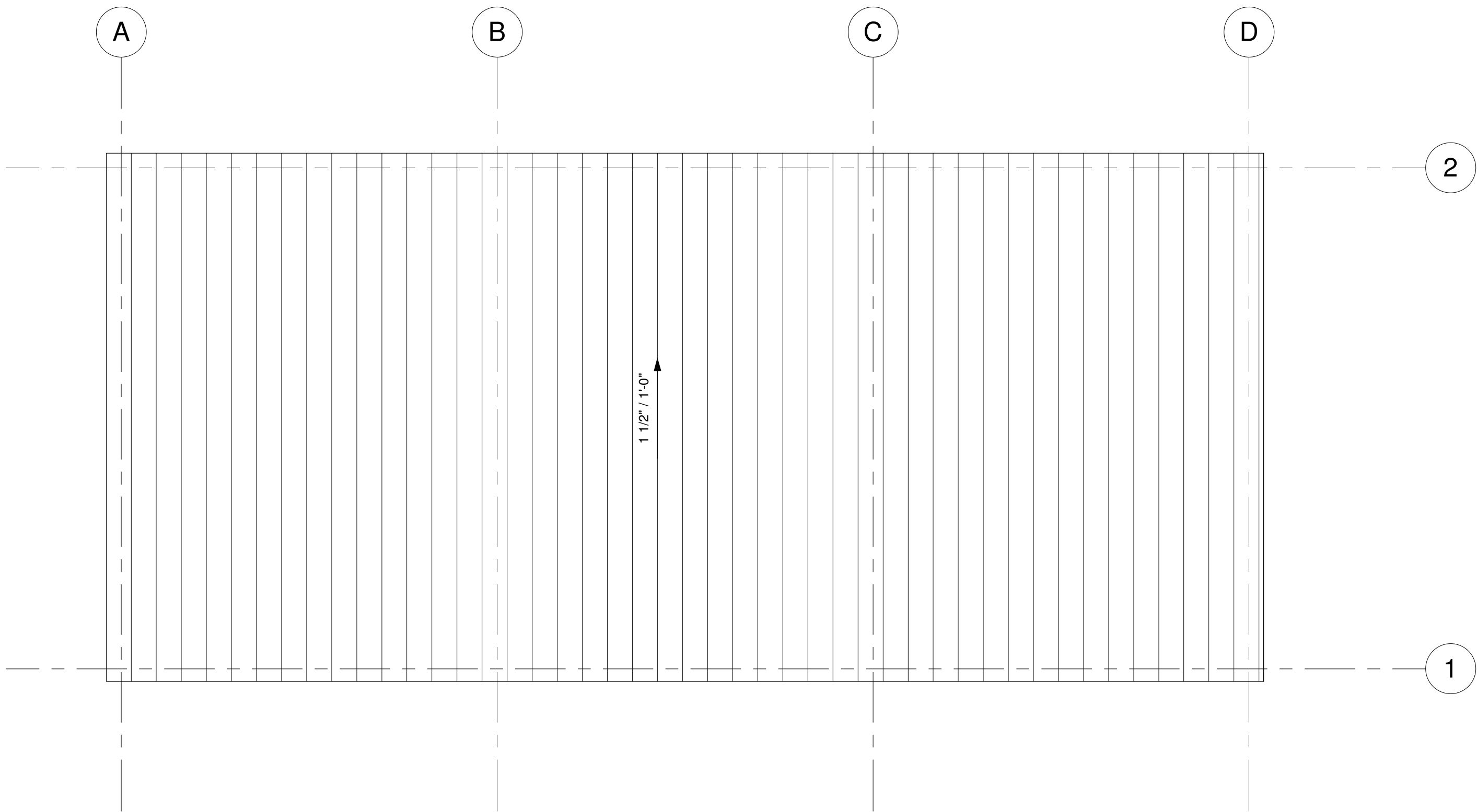
② South
1/4" = 1'-0"



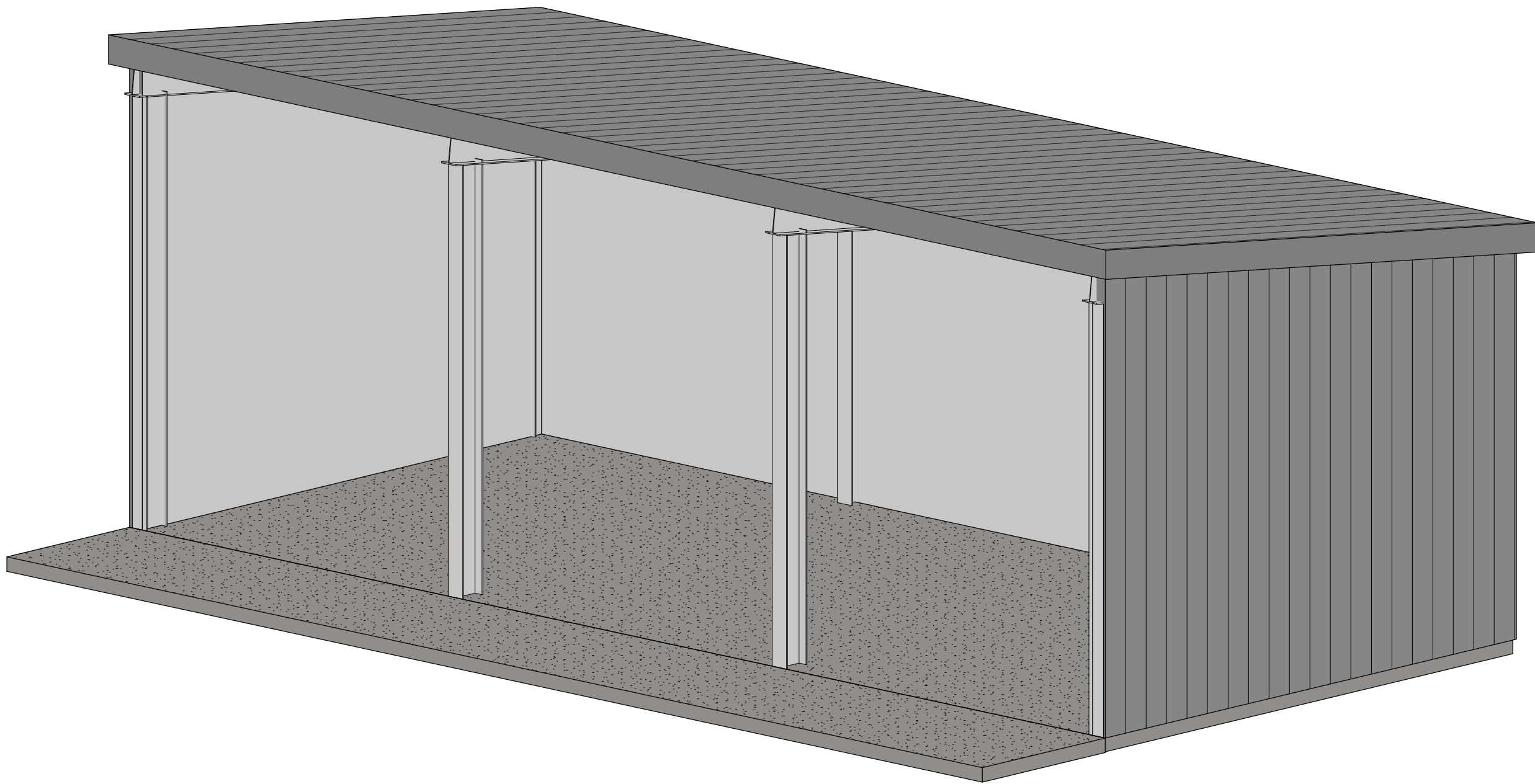
② West
1/4" = 1'-0"



① East
1/4" = 1'-0"



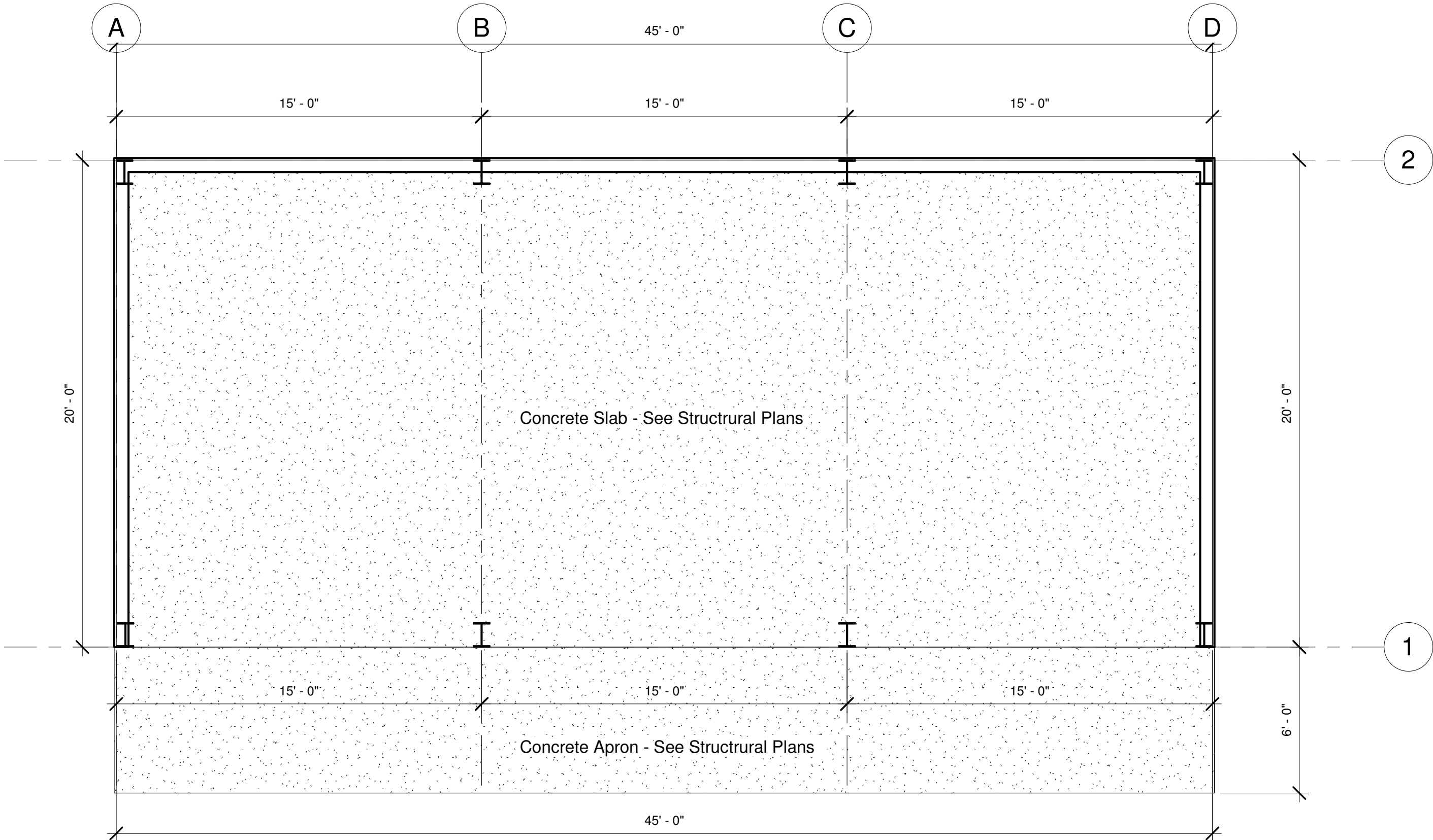
4 Roof Plan
1/4" = 1'-0"



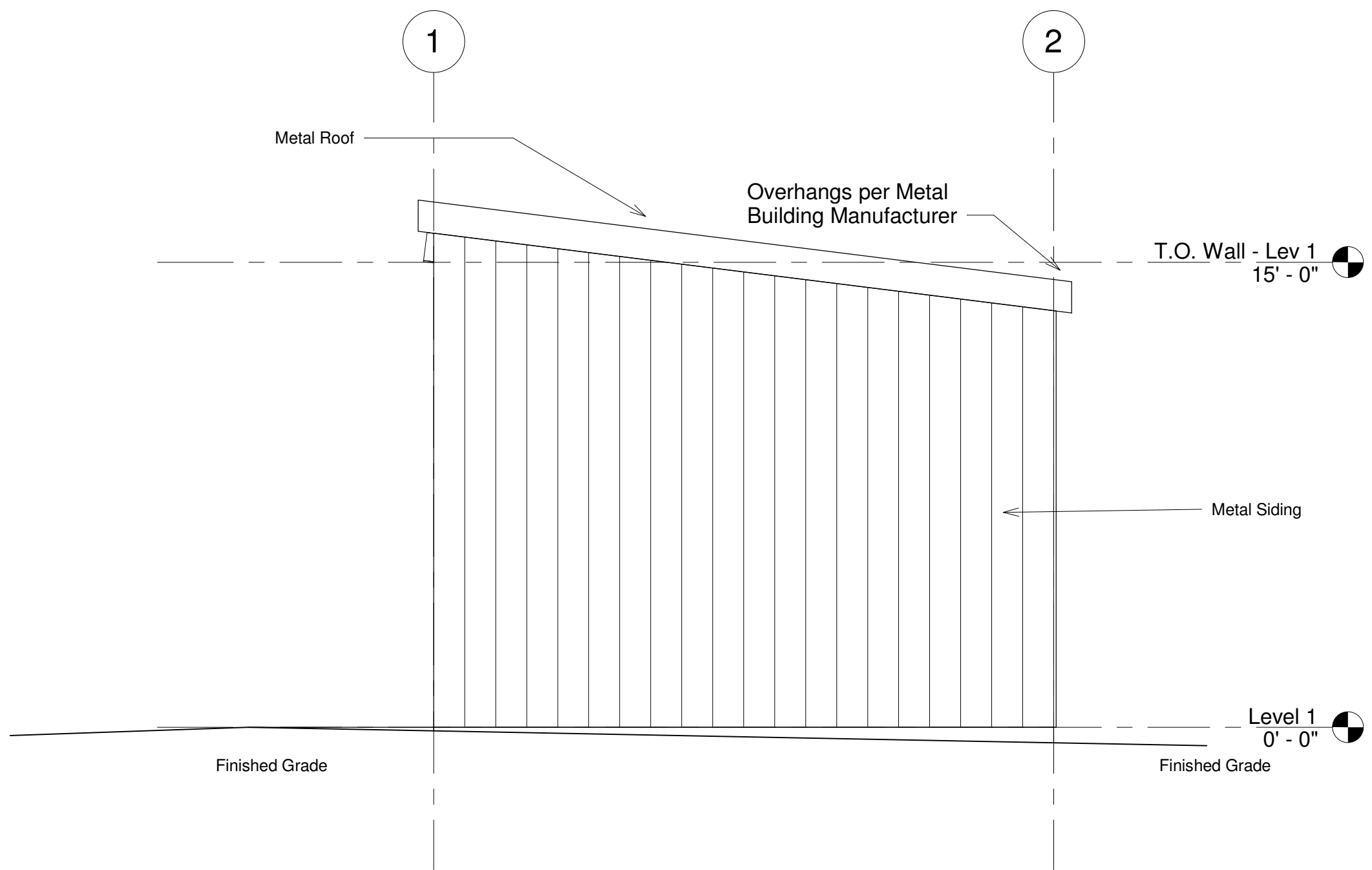
2 3D 1

GENERAL NOTES:
- FLOOR DESIGN LOAD - 125 PSF LIVE LOAD
- WIND DESIGN LOAD - 110 MPH EXPOSURE B
- TRUSS/ROOF DESIGN LOAD - 50 PSF GROUND SNOW LOAD, MIN.
- ALL CONSTRUCTION SHALL COMPLY WITH THE IBC, IPC, IMC, IFGC, IFC 2015 & THE IECC 2009 AS ADOPTED & AMENDED BY THE CITY OF GLENWOOD SPRINGS, AND, THE NEC AS ADOPTED & AMENDED BY THE CITY OF GLENWOOD SPRINGS
- VERIFY REQUIREMENTS WITH THE GLENWOOD SPRINGS FIRE DEPARTMENT FOR FIRE SUPPRESSION & ALARM SYSTEMS. PROVIDE PLANS AS REQUIRED BY THE FIRE DEPARTMENT AS A DEFERRED SUBMITTAL
- TYPE OF CONSTRUCTION : IIB, NON-SPRINKLERED
- OCCUPANCY CLASSIFICATION : S-1 STORAGE
- SQ. FT. BUILDING - 900 SQ. FT.
- OCCUPANT LOAD - 900/500 = 2
- DISTANCE TO PROPERTY LINES: DESIGN ASSUMES MINIMUM 25' FROM PROPERTY LINE OR CENTER OF R.O.W. GARAGE DOORS SIDE. MINIMUM 10' DISTANCE FROM PROPERTY LINE OR CENTER OF R.O.W. ON OTHER SIDES
- FIRE RESISTANCE EXTERIOR WALLS - NON RATED
- OPENINGS IN EXTERIOR WALLS: NON-RATED
- PLUMBING, ELECTRICAL, MECHANICAL, AND HVAC BY OWNER AND PROJECT MEP ENGINEER AS REQUIRED BY OWNER AND BUILDING DEPARTMENT.
- PROVIDE FIRE EXTINGUISHERS AS REQUIRED BY FIRE DEPARTMENT
- GLAZING IN HAZARDOUS LOCATIONS SHALL BE SAFETY GLAZING PER SEC. 2408 IBC 2015, IEBC 2015
- INTERIOR FINISHES SHALL BE CLASS C OR BETTER AND COMPLY WITH SEC. 803, TABLE 803.11, IBC 2015, REFER TO METAL BUILDING MANUFACTURER PLANS.
- GUTTERS, DOWN SPOUTS, AND SNOW SLIDES TO BE INSTALLED ON ROOFS AS REQUIRED BY OWNER AND SOILS REPORT. DESIGN PROVIDED BY GUTTER SUPPLIER &/OR GUTTER INSTALLER AS REQUIRED.
- PROVIDE SITE DRAINAGE AWAY FROM BUILDING PER SOILS REPORT AND CIVIL ENGINEERING PLANS
- SLOPE SLAB TO DRAIN TO GARAGE DOORS PER ENGINEER PLANS. VERIFY SLOPE PITCH WITH OWNER.

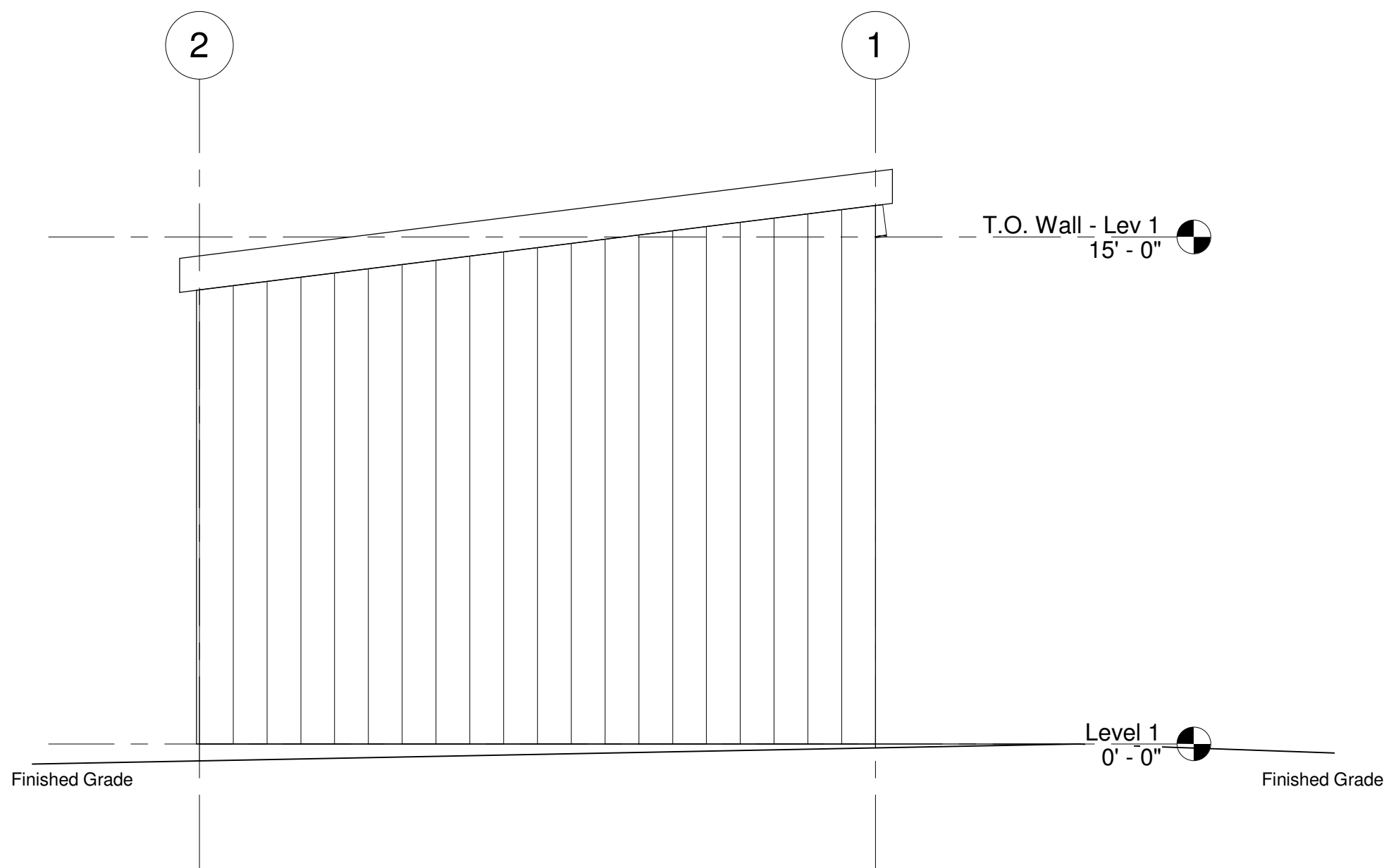
3 Notes 1
1/2" = 1'-0"



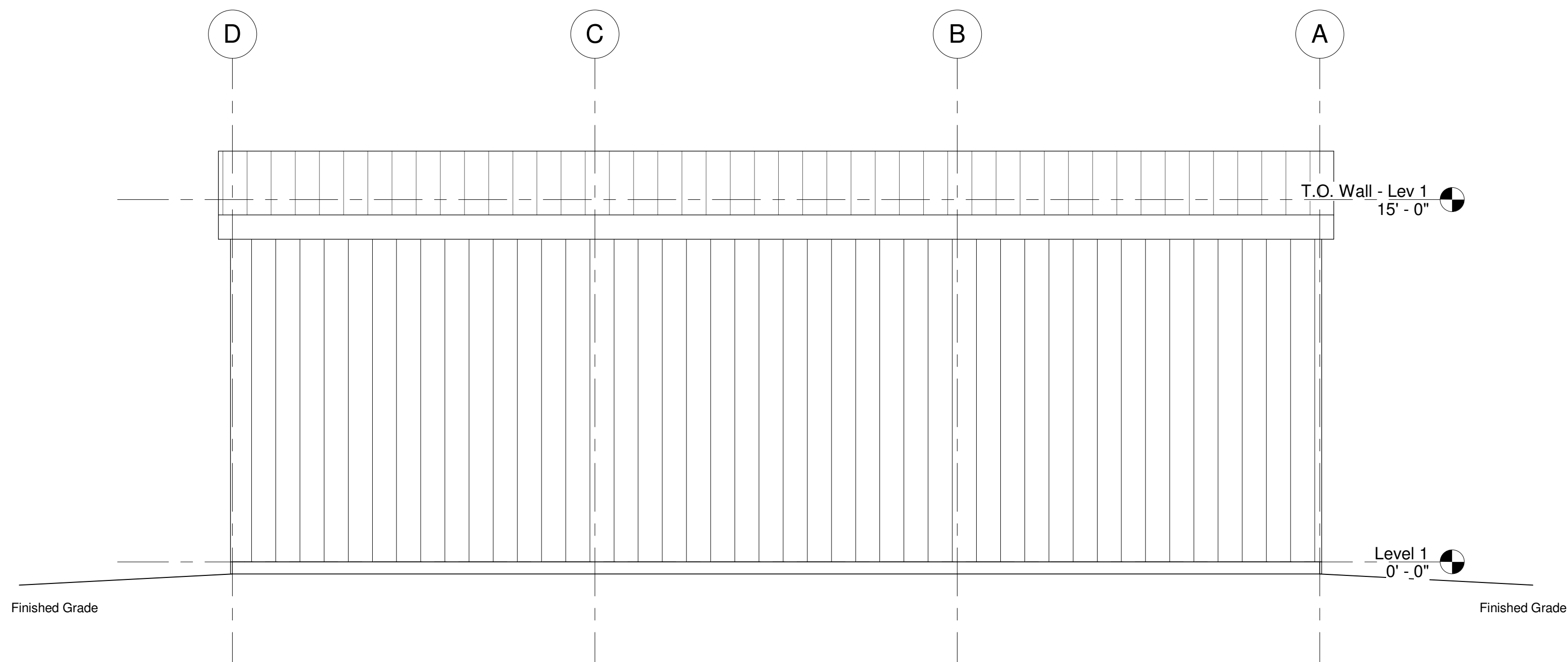
1 Level 1
1/4" = 1'-0"



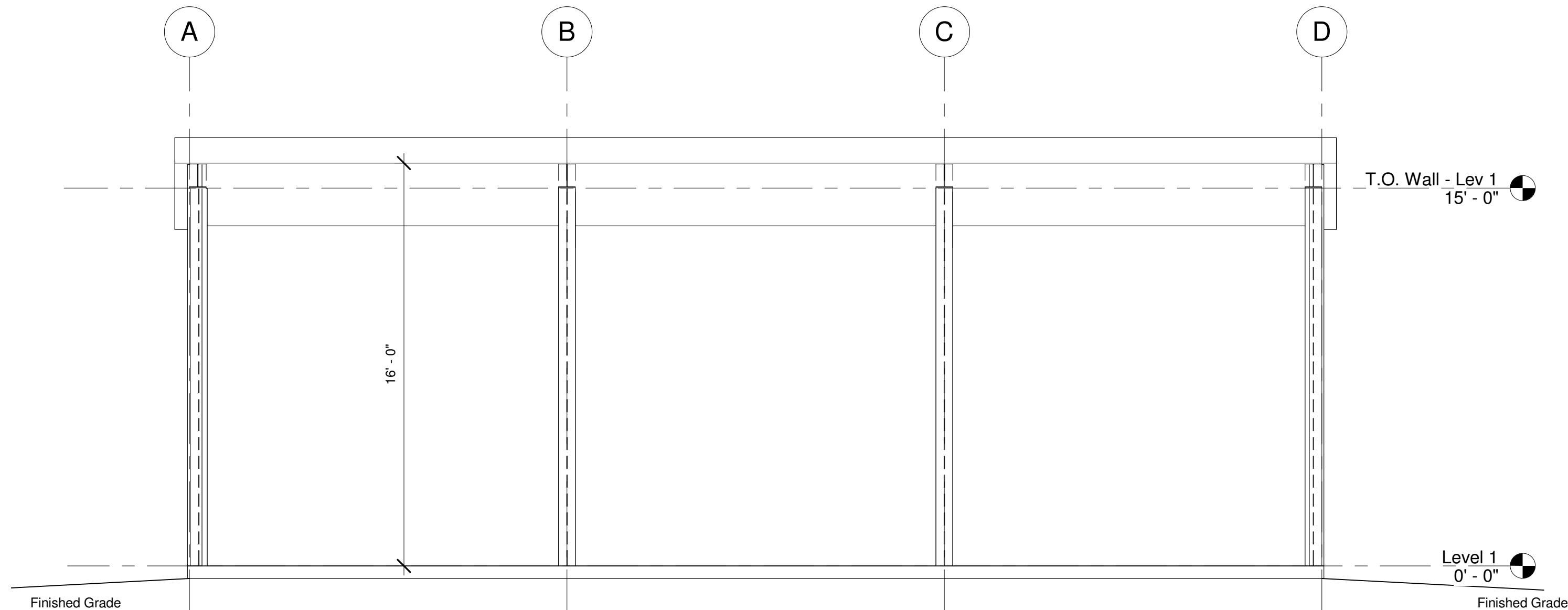
④ West
1/4" = 1'-0"



① East
1/4" = 1'-0"



③ South
1/4" = 1'-0"



② North
1/4" = 1'-0"

ISSUE DATES	
10/28/19	Preliminary

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CAD Drafting, Design, Planning, Construction Management
80 Sageswood Court, Basalt, Colorado 81621
Phone (970) 618-0230

City of Glenwood Springs Covered Storage
810 Airport Road
Glenwood Springs CO

Designed By: BLS	Checked By: ML
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TITLE
Elevations
SHEET
A2





