PLANNING & ZONING COMMISSION
AGENDA MEMORANDUM

ITEM:	**SUB20-0007 Thompson River Ranch Subdivision Filing No. 12– Final Subdivision**
DESCRIPTION:	Subdivision of 57.062 acres, to include 164 single-family lots
LOCATION:	North of the Hillsborough ditch, along High Plains Blvd. (LCR 3) and south of River Ranch Pkwy.
APPLICANT:	Clayton Properties Group II, Inc.
STAFF:	Kristin Cote, Planner I
HEARING DATE:	June 9, 2021

EXECUTIVE SUMMARY

The Applicant is requesting approval of 164 lots for single family homes on 57.062 acres as a continuation of development and build-out of the Thompson River Ranch neighborhood.

ATTACHMENTS

A Vicinity Map
B Application Materials & Final Plat
C 2017 Preliminary Plat exhibit for Thompson River Ranch

PROPERTY INFORMATION

The applicant, Clayton Properties Group, Inc. is requesting final subdivision plat approval of a 164 lot subdivision for dwellings, of which 70 are being platted for traditional single-family detached homes and 94 for Oakwood's "Carriage Homes" product. This subdivision encompasses 57.062 acres of land located between High Plains Blvd (Larimer CR 3) to the East, Thompson River Ranch Filing 11 (school site) to the West, River Ranch Parkway to the North and the Hillsborough Irrigation Ditch to the south. *(Attachment A).* The subject property has been historically used for agricultural purposes, but included in all prior development plans for Thompson River Ranch; and is wholly-owned by the Applicant. "Filing 12" is a replat of Tract A that was included with the recent platting for Thompson River Ranch Subdivision Filing No. 8 which was recorded as instrument number 20210038855 on April 16, 2021.

This subject property is currently zoned PUD-MU, and subject to the Thompson River Ranch PUD design guidelines. Contiguous property to this acreage is all located within the Town limits. All adjacent properties to this land are zoned PUD-MU and are part of the overall Thompson River Ranch development, and are either developed, open space tracts, or land for future filings.

Immediately west of this property is the future site of the Riverview PK-8 grade school which is currently under construction. South of this site is the Hillsborough Ditch.

HISTORY

The subject property was annexed into Town as part of the WRFG annexation in 2000 by Ordinance #2000-639; PUD-MU zoning was granted by Ordinance #2000-646. A Preliminary Plat and Development Plan, along with design guidelines, were approved on March 7, 2005, by Resolution #2005-08. Filings 1-7 and 9-11 have already been approved at various times since approval of the preliminary plat, and are at various stages of development.

NOTICE

Notice was published in the local paper of widest circulation, the Johnstown Breeze, on May 13, 2021. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were mailed to property owners in the 500-ft vicinity. No community meeting was held, as Thompson River Ranch has been an ongoing development for over a decade, with well-established development plans.

PROJECT OVERVIEW

This proposed subdivision would create 164 lots (70 single-family detached homes and 94 carriage homes - *Attachment B)* These lots comprise 16.842 acres (29.51%) of the property, and range from 4,950 to 9,975 SF for the single-family residential lots and 3,098 to 4,102 SF for the carriage lots. The carriage lots are being developed with shared accesses and a standard "four pack" (four units to one main drive) configuration for these lots. The carriage lot front yards and tree lawns will be maintained by Metro District #3. A single tract, Tract A, is being platted with this subdivision for future filings of Thompson River Ranch. Tract A is 29.337 acres (51.41%). Five lots for common open space will be created as part of this plat, constituting a total of 5.037 acres (8.83%) of open space, stormwater detention areas, pedestrian access and landscaping. The lots contained within this filing will count towards the 500-unit threshold outlined in prior development agreements, at which point Oakwood Homes must have completed the community center building and park, which is currently under review.

This proposal includes the construction of seven (7) local streets, totaling 5.846 acres (10.25%) of the overall land for this subdivision. These roads will be dedicated to the Town as public rights-of-way with this plat. Filing 12 has one point of access onto River Ranch Parkway and four roads that

will connect to future filings to the east and south. The subject parcel is located fully outside the floodplain.
The design of streets, utilities, and stormwater has been reviewed by engineering and public works staff and found to be in compliance with the codes, standards and specifications of the Town. An updated 2021 Traffic Impact Study (TIS) was submitted with this subdivision for the remainder of the build-out of Thompson River Ranch and recommends several improvements. Current paving and improvements to High Plains Boulevard are being constructed by the Applicant to satisfy prior development agreement obligations.

Along those areas of the subdivision where single-family lots will abut out lots or open space, split rail fencing is to be built as shown in the administratively-approved Final Development Plan (FDP). Said fence will feature masonry pilasters every 100' maximum. In areas where lots abut other lots or other filings, no fencing will be built as part of the FDP. Fencing in these situations may be built by individual lot owners in accordance with Town standards and Thompson River Ranch design guidelines.

This filing does not create any new parks. However, this filing does create an additional 3.64 acres of open space and includes the addition to the existing network of trails that serves the Thompson River Ranch Development area. The 10' trail, stretching from the future school site south of and adjacent to River Ranch Parkway to the eastern boundary of this filing, is being constructed as part of this filing. This trail connects to the 5' sidewalks which will be constructed throughout the subdivision. Johnstown Municipal Code Sec 17-51 requires dedication of a minimum of 10% of the gross land area to the Town as park land, 5.7062 acres for this development. In this case, where a residential Metro District (a quasi-governmental special district) is anticipated to own and maintain these open spaces, per Section V.A.2 of the approved Service Plan, and therefore ensure adjacent residents and those of future developments can interconnect and enjoy the trail network and open spaces, the Town waives the requirement of specific public dedication.

Final development plans for Thompson River Ranch Filing No. 12 have been approved at the administrative level, per the process in the PUD guidelines.

Comprehensive Plan Goals

Goal CF 1 – New development achieves the community's goals and is consistent with the Town's vision.

Fair share of the cost of growth: The proposed subdivision contributes housing units towards benchmarks for determining when the developer will make improvements to Larimer County Rd. 3/High Plains Blvd.

Goal CF 3 – An enhanced character of developments and overall image.

Pedestrian-friendly environments: The proposed subdivision contributes well beyond the minimum number of trees and plants while expanding the overall trails plan of Thompson River Ranch, providing walkable areas and access to natural spaces.

Goal NH 1 – A diversity of housing types to support the housing needs of a diverse population.
Location and proximity: The proposed subdivision is within walking/biking distance, or a short drive, to the village center and gateway area 2534 and the employment center at Iron Horse.

Goal PG 1 – Maintain and implement a parks, recreation, open space, and trails plan.
Trail system: The proposed subdivision implements trails that connect to the greater trail system within Thompson River Ranch, including the Big Thompson River Trail.

Staff Analysis
Overall, the Subdivision Plat is in keeping with the preliminary plat *(Attachment C)* and performance standards of Thompson River Ranch, as well as public improvements standards and specs, and the municipal code. The submitted plans have gone through rigorous review by Staff and our ancillary reviewers. The plans were referred out to: Public Works, LFRA (fire), IMEG (town engineers), Helton & Williamsen (water engineers), FHU (traffic engineers), and Larimer County.

The updated Traffic Impact Study that incorporates the remaining filings for the development recommends additional improvements to High Plains Boulevard / LCR 3, noting the paving threshold for county roads at 400 vehicles per day. For this and future filings, the Developer will be required to pave the section of unpaved road to the north of the Thompson River Ranch development, to the road's current terminus of paving just north of Larimer CR 20C, to county standards. This requirement will be included in a development agreement presented to Council. No additional lanes appear to be needed in the near term for High Plains Boulevard, to accommodate this development but there is a known impact to the future signalized intersection at Freedom Pkwy (CR 18) for which a pro rata share of that signal, once triggered, will be requested of the Metropolitan District based on traffic volumes and those noted in the most current traffic study.

Additionally, homes in this proposed subdivision will count towards the 500-certificate of occupancy mark for construction of the Thompson River Ranch community center and park. Construction of this amenity will greatly benefit the entire Thompson River Ranch community.

Staff Concerns
Staff has no remaining concerns with this proposed subdivision. The applicant has worked with Town staff and ancillary reviewing agencies to ensure concerns have been addressed.

RECOMMENDED FINDINGS AND MOTIONS

Based on the application received and the preceding analysis for the proposed Final Subdivision for Thompson River Ranch Subdivision Filing No. 12, the Planning & Zoning Commission finds:

1. The proposed subdivision substantially complies with the Johnstown Municipal Code and all applicable codes, standards, and regulations.

2. The proposed subdivision can be served by Town utilities, and the surrounding transportation network is adequate to support this level of development.

3. The proposed subdivision will advance the goals set forth in the Johnstown Area Comprehensive Plan.

4. The proposed subdivision is in substantial compliance with the Thompson River Ranch preliminary plat dated March 7, 2005, and as amended in 2017.

and therefore, moves to recommend to the Town Council approval of Thompson River Ranch Subdivision Filing No. 12 – Final Subdivision, with the following condition:

1. The Applicant execute an approved Subdivision Development and Improvement Agreement and Water and Sewer Service Agreement with the Town Council, with all obligations, special provisions, and required fees therein. Such special provisions shall include an obligation of the Developer to complete recommended transportation improvements in accordance with the accepted traffic study.

Final Alternate Motions

A. Motion to Approve with No Conditions: "I move that the Commission recommend to Town Council approval of the Thompson River Ranch Filing 12 – Final Subdivision as presented. "

B. Motion to Deny: "I move that the Commission recommend to the Town Council denial of the Thompson River Ranch Filing 12 – Final Subdivision based upon the following…"

Respectfully Submitted,

Planner:

Kristin N. Cote

Kristin Cote
Planner I

Reviewed by:

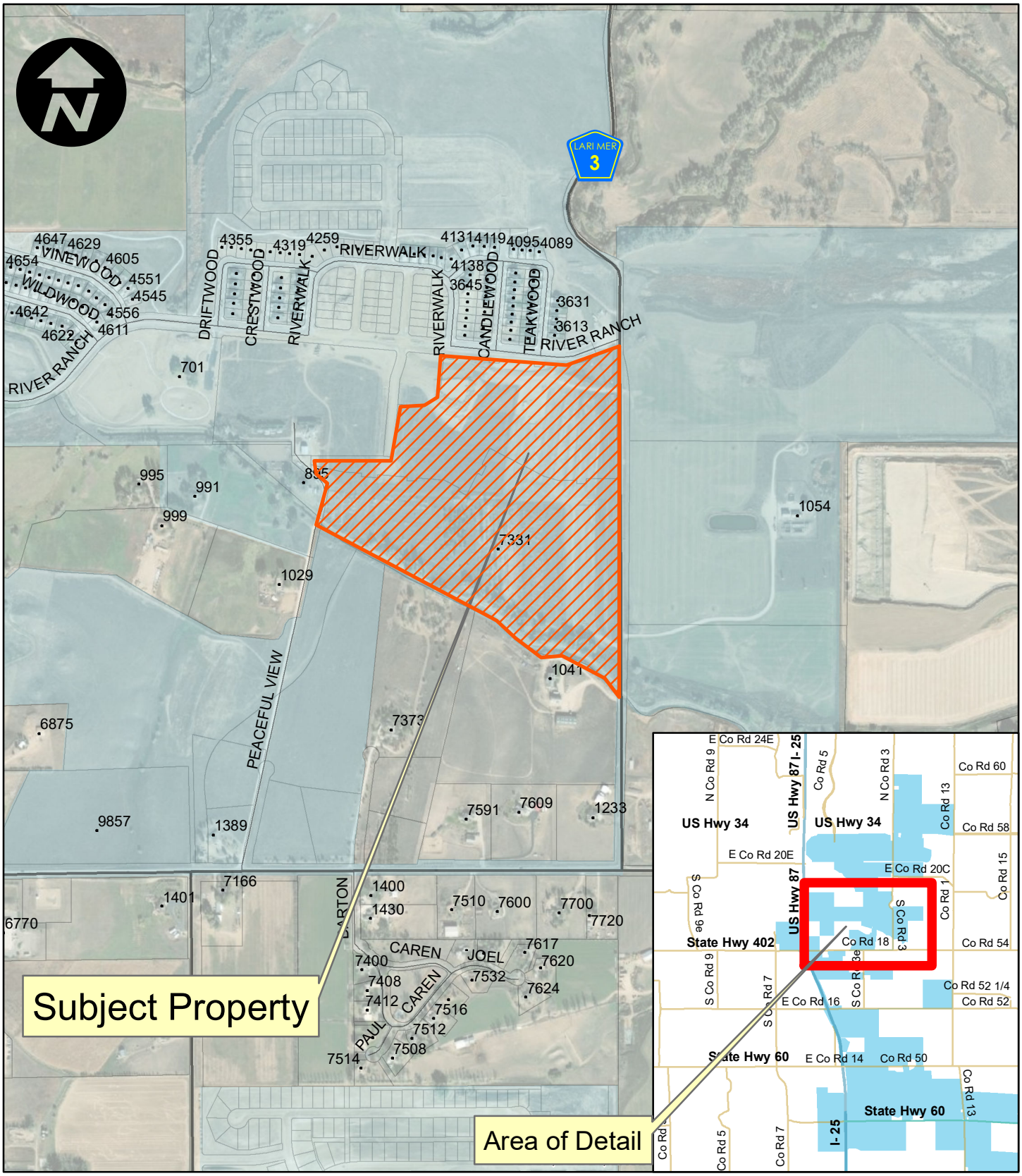
Kim Meyer

Kim Meyer
Planning & Development Director

ATTACHMENTS

A	Vicinity Map
B	Application Materials, Final Plat
C	2017 Preliminary Plat exhibit for Thompson River Ranch

Attachment A - Vicinity Map



Town of Johnstown

SUB20-0007
Thompson River Ranch 12
Part of Section 23, TN5, R68W

700 1,400 2,800 Feet

Attachment B - Application

450 S. Parish Ave. Johnstown, CO 80534 P: 970-587-4664 F: 970-587-0141

Town of Johnstown

LAND USE APPLICATION

Project Name: Thompson River Ranch, Filing 12

Land Use Action: ☐ Site Development Plan *Subdivision*: ☐ Replat ☐ Preliminary ☒ Final

☐ Use by Special Review *PUD*: ☐ Outline/ODP ☐ Prel/PDP ☒ Final/FDP

☐ Annexation *Zoning*: ☐ Establish Zoning (Annexation) ☐ Rezone

Site Address or Parcel #s: 8523100001,8523000010, 8523111002

Applicant/Project Owner: Clayton Properties Group II, Inc. - Todd Bloom

Address: 4908 Tower Road Denver, CO 80249

Email: TBloom@OakwoodHomesCO.com Telephone: 303-596-6591

Consultant /Representative: LAI Design Group - Rick Haering

Address: 88 Inverness Circle East, Suite J-101 Englewood, CO 80112

Email: rhaering@laidesigngroup.com Telephone: 303-734-1777

Landowner Authorization to Proceed with Land Use Action: *(Required)*

The undersigned (1) affirms ownership or authorized representation thereof of the subject property, and (2) hereby authorizes the individuals or entities listed herein as "applicant" and/or "authorized representative" to represent me/us in all aspects of the land use process for the project being submitted with this application.

☑ Please keep me informed of the status and progress of this project via email at the address below.

☐ I do NOT want to be updated on this project. (To modify this request, contact Planning@TownofJohnstown.com)

Landowner(s): Clayton Properties Group II, Inc.

Email: Tbloom@oakwoodhomesco.com Telephone: 303-596-6591

Todd Bloom

Signature of Landowner Signature of Landowner

REV. 05-19

THOMPSON RIVER RANCH SUBDIVISION FILING NO. 12

TRACT A, THOMPSON RIVER RANCH FILING NO. 8 RECORDED AT RECEPTION NO. 20210038855 AND PART OF TRACT B, THOMPSON RIVER RANCH FILING NO. 5 RECORDED AT RECEPTION NO. 20170045194 TOGETHER WITH PART OF THE RIVER RANCH PARKWAY, ALL LOCATED IN THE EAST HALF OF SECTION 23, T. 5 N., R. 68 W. OF THE 6TH P.M., JOHNSTOWN, LARIMER COUNTY, COLORADO

DEDICATION

TRACT A, THOMPSON RIVER RANCH FILING NO. 8 RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 20210038855 AND PART OF TRACT B, THOMPSON RIVER RANCH FILING NO. 5 RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 20170045194 TOGETHER WITH PART OF THE RIVER RANCH PARKWAY, ALL LOCATED IN THE EAST HALF OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PM, LARIMER COUNTY COLORADO, THE ENTIRE PARCEL DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT A;

THENCE ON SAID SOUTH AND WEST LINES FOR THE FOLLOWING 21 COURSES;
1) THENCE N46°37'38"W, A DISTANCE OF 227.23 FEET;
2) THENCE N67°55'21"W, A DISTANCE OF 153.22 FEET;
3) THENCE S88°54'12"W, A DISTANCE OF 106.15 FEET;
4) THENCE N74°07'33"W, A DISTANCE OF 111.43 FEET;
5) THENCE N52°07'08"W, A DISTANCE OF 127.74 FEET;
6) THENCE N44°50'40"W, A DISTANCE OF 144.73 FEET;
7) THENCE N61°47'45"W, A DISTANCE OF 146.76 FEET;
8) THENCE N64°18'48"W, A DISTANCE OF 11.37 FEET;
9) THENCE N65°13'43"W, A DISTANCE OF 109.68 FEET;
10) THENCE N63°45'44"W, A DISTANCE OF 366.30 FEET;
11) THENCE N58°02'11"W, A DISTANCE OF 100.01 FEET;
12) THENCE N63°00'36"W, A DISTANCE OF 157.71 FEET;
13) THENCE N60°40'08"W, A DISTANCE OF 187.11 FEET;
14) THENCE N49°52'25"W, A DISTANCE OF 154.76 FEET;
15) THENCE N48°46'36"W, A DISTANCE OF 17.16 FEET;
16) THENCE N12°28'42"E, A DISTANCE OF 22.66 FEET;
17) THENCE N12°33'00"E, A DISTANCE OF 210.68 FEET;
18) THENCE N50°20'00"W, A DISTANCE OF 84.66 FEET;
19) THENCE N00°17'37"E, A DISTANCE OF 136.59 FEET;
20) THENCE S89°42'23"E, A DISTANCE OF 432.80 FEET;
21) THENCE S84°54'14"E, A DISTANCE OF 71.92 FEET TO THE EAST RIGHT OF WAY LINE OF BARKWOOD DRIVE;

THENCE ON SAID EAST RIGHT OF WAY LINE FOR THE FOLLOWING 6 COURSES;
1) THENCE N05°05'46"E, A DISTANCE OF 460.11 FEET;
2) THENCE ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 12°43'58", A DISTANCE OF 37.78 FEET, A CHORD BEARING OF N11°27'46"E WITH A CHORD DISTANCE OF 37.70 FEET;
3) THENCE N17°49'45"E, A DISTANCE OF 80.48 FEET;
4) THENCE ON SAID CURVE TO THE LEFT, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 12°43'58", A DISTANCE OF 51.11 FEET, A CHORD BEARING OF N11°27'46"E WITH A CHORD DISTANCE OF 51.01 FEET;
5) THENCE N05°05'46"E, A DISTANCE OF 7.57 FEET;
6) THENCE ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°57'42", A DISTANCE OF 31.40 FEET, A CHORD BEARING OF N50°04'37"E WITH A CHORD DISTANCE OF 28.27 FEET TO THE SOUTH RIGHT OF WAY LINE OF RIVER RANCH PARKWAY;

THENCE ON SAID SOUTH RIGHT OF WAY LINE FOR THE FOLLOWING 9 COURSES;
1) THENCE S84°56'12"E, A DISTANCE OF 208.01 FEET;
2) THENCE S84°54'14"E, A DISTANCE OF 544.00 FEET;
3) THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42 FEET, A CHORD BEARING OF S39°54'14"E WITH A CHORD DISTANCE OF 28.28 FEET;
4) THENCE S84°54'14"E, A DISTANCE OF 60.00 FEE TO A NON-TANGENT CURVE;
5) THENCE ON SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42 FEET, A CHORD BEARING OF N50°05'46"E WITH A CHORD DISTANCE OF 28.28 FEET;
6) THENCE S84°54'14"E, A DISTANCE OF 22.44 FEET;
7) THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 29°05'39", A DISTANCE OF 266.59 FEET, A CHORD BEARING OF N80°32'57"E WITH A CHORD DISTANCE OF 263.73 FEET;
8) THENCE N66°00'07"E, A DISTANCE OF 22.03 FEET;
9) THENCE ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 96°19'12", A DISTANCE OF 33.62 FEET, A CHORD BEARING OF S65°50'17"E WITH A CHORD DISTANCE OF 29.80 FEET TO THE WEST RIGHT OF WAY LINE OF HIGH PLAINS BOULEVARD;

THENCE ON SAID WEST RIGHT OF WAY LINE FOR THE FOLLOWING 8 COURSES;
1) THENCE ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 883.00 FEET, A CENTRAL ANGLE OF 03°48'16", A DISTANCE OF 58.63 FEET, A CHORD BEARING OF S15°46'33"E WITH A CHORD DISTANCE OF 58.62 FEET;
2) THENCE S13°52'25"E, A DISTANCE OF 143.67 FEET;
3) THENCE ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 29.00 FEET, A CENTRAL ANGLE OF 09°32'58", A DISTANCE OF 4.83 FEET, A CHORD BEARING OF S09°05'56"E WITH A CHORD DISTANCE OF 4.83 FEET;
4) THENCE ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 895.00 FEET, A CENTRAL ANGLE OF 04°37'04", A DISTANCE OF 72.14 FEET, A CHORD BEARING OF S02°00'55"E WITH A CHORD DISTANCE OF 72.12 FEET;
5) THENCE S00°17'37"W, A DISTANCE OF 962.12 FEET;
6) THENCE ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2940.00 FEET, A CENTRAL ANGLE OF 00°18'38", A DISTANCE OF 15.93 FEET, A CHORD BEARING OF S00°26'56"W WITH A CHORD DISTANCE OF 15.93 FEET;
7) THENCE S05°14'36"W, A DISTANCE OF 100.27 FEET;
8) THENCE S00°15'52"W, A DISTANCE OF 701.74 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 2,485,623 SQUARE FEET OR 57.062 ACRES.

AND DO HEREBY SUBDIVIDE THE SAME INTO LOTS, BLOCKS, OUTLOTS, RIGHT OF WAY AND EASEMENTS UNDER THE NAME OF THOMPSON RIVER RANCH SUBDIVISION FLING NO. 12 AS SHOWN ON THIS MAP AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHT OF WAY AND EASEMENTS FOR PUBLIC USE, UNLESS OTHERWISE NOTED.

CLAYTON PROPERTIES GROUP II, INC.

BY_____
DAVID BRACHT
DIVISION PRESIDENT

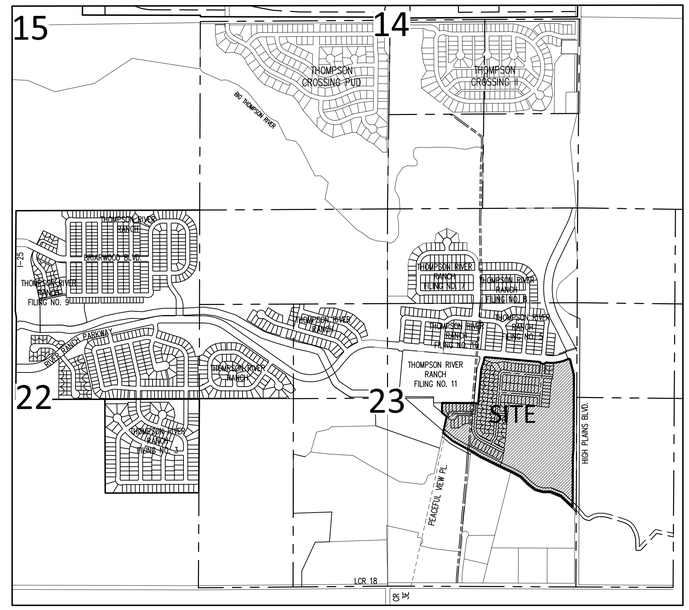
STATE OF COLORADO)
)SS.
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____DAY OF _____ 2020, BY DAVID BRACHT, AS DIVISION PRESIDENT OF CLAYTON PROPERTIES GROUP II, INC.

WITNESS HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES:_____

_____
NOTARY PUBLIC



VICINITY MAP
SCALE: 1" - 1000'

LAND USE SUMMARY						
THOMPSON RIVER RANCH FILING NO. 12						
TRACTS	AREA (SQ. FT.)	AREA (ACRES)	OWNERSHIP	MAINTENANCE	AMENITY TYPE	% OF TOTAL
A	1,277,915	29.337	CLAYTON PROPERTIES GROUP	CLAYTON PROPERTIES GROUP	FUTURE FILING	
TOTAL TRACTS	**1,277,915**	**29.337**				51.41%
OUTLOTS						
A	7,195	0.165	METRO DISTRICT 4	METRO DISTRICT 4	PEDESTRIAN ACCESS AND LANDSCAPING PURPOSES	
B	42,285	0.971	METRO DISTRICT 4	METRO DISTRICT 4	PEDESTRIAN ACCESS AND LANDSCAPING PURPOSES	
C	1,290	0.030	METRO DISTRICT 5	METRO DISTRICT 5	SIGHT DISTANCE, UTILITY AND LANDSCAPING PURPOSES	
D	1,214	0.028	METRO DISTRICT 6	METRO DISTRICT 6	SIGHT DISTANCE, UTILITY AND LANDSCAPING PURPOSES	
E	167,444	3.844	METRO DISTRICT 4	METRO DISTRICT 4	PEDESTRIAN ACCESS AND LANDSCAPING PURPOSES	
TOTAL OUTLOTS	219,427	5.037				8.83%
STREET RIGHT OF WAY (ALL PUBLIC ROADWAYS)	AREA (SQ. FT.)	AREA ACRES				
PUBLIC RIGHT OF WAY	254,664	5.846				10.25%
LOTS	AREA (SQ. FT.)	AREA ACRES	NUMBER OF LOTS			
SINGLE FAMILY LOTS	733,617	16.842	164			29.51%
	TOTAL AREA	**57.062**	TOTAL PERCENTAGE			100.00%

OWNER & DEVELOPER:
CLAYTON PROPERTIES GROUP II, INC.
5000 CLAYTON ROAD
MARYVILLE, TN 37804

ENGINEER:
GALLOWAY AND COMPANY, INC.
3760 E. 15TH ST., SUITE 202
LOVELAND, CO 80538

PLANNER:
LAI DESIGN GROUP
8201 SOUTHPARK LANE, SUITE 110
LITTLETON, COLORADO 80120

SURVEYOR:
GALLOWAY AND COMPANY, INC
3760 E. 15TH ST., SUITE 202
LOVELAND, CO 80538

NOTES:

1. BASIS OF BEARINGS: ASSUMED SOUTH 00°15'50" WEST, A DISTANCE OF 1323.79 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., SAID LINE BEING MONUMENTED AT THE NORTH 1/16 CORNER COMMON WITH SECTION 23 AND 24 BY A 2" ALUMINUM CAP, STAMPED "LS 12374" AT ITS EAST QUARTER CORNER OF SECTION 23 AND BY A FOUND NUMBER 6 REBAR WITH A 2-1/2" ALUMINUM CAP, STAMPED "LS 37065" AS SHOWN HEREON.

2. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT FCIF25165359, DATED MAY 8, 2019 WAS RELIED UPON FOR INFORMATION REGARDING EASEMENTS AND ENCUMBRANCES OF RECORD IN THE PREPARATION OF THIS PLAT. THE SAID COMMITMENT PROVIDED FOR ADDITIONAL LANDS THAN ARE SHOWN AND DESCRIBED IN THIS PLAT.

3. FLOOD INFORMATION: ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 08069C1213 AND 08069C1214FF, EFFECTIVE DATE DECEMBER 19, 2006 AND LOMR 16-08-1159P, EFFECTIVE DATE NOVEMBER 16, 2017, THE PROJECT SITE RESIDES IN ZONE X - AREAS OF MINIMAL FLOOD HAZARD.

4. EASEMENTS: 10' WIDE UTILITY EASEMENTS ARE DEDICATED ALONG THE FRONT LOT LINES, 5' WIDE UTILITY EASEMENTS ARE DEDICATED ALONG THE REAR LOT LINES AS SHOWN HEREON.

5. THE COMMON ACCESS DRIVES ON HATCHED ON LOTS 1-4, BLOCK 1, LOTS 12-83, BLOCK 3, LOTS 11-14, BLOCK 5 AND LOTS 1-14, BLOCK 6 ARE ACCESS, DRAINAGE, LANDSCAPE AND UTILITY EASEMENTS TO BE MAINTAINED AS FOLLOWS:
   A. SANITARY SEWER MAIN AND MANHOLES BY TOWN OF JOHNSTOWN.
   B. WATER MAIN, BLOW-OFF, CORPORATION STOP SERVICE PIPING UP TO AND INCLUDING THE CURB STOP AND IS MAINTAINED BY THE TOWN OF JOHNSTOWN.
   C. SURFACE MAINTENANCE INCLUDING PAVING AND LANDSCAPE WITHIN EASEMENT SHALL BE BY THE THOMPSON CROSSING METRO DISTRICT # 4.
   D. ANY REMOVAL OR DAMAGES TO PAVING OR LANDSCAPE RESULTING FROM TOWN OF JOHNSTOWN UTILITY (WATER OR SANITARY) SERVICE IS RESPONSIBILITY OF THOMPSON CROSSING METRO DISTRICT # 4

PLAT NOTES

1) GENERAL OVERLOT DRAINAGE NOTE: LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER IN ACCORDANCE WITH TOWN CRITERIA. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.

2) STORM SYSTEM MAINTENANCE: THE TOWN OF JOHNSTOWN REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVIDERS AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS THOMPSON RIVER RANCH SUBDIVISION FILING NO. 12, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____, PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE_____ DAY OF _____, 2021.

BY: _____ ATTEST: _____
MAYOR TOWN CLERK

SURVEYOR'S CERTIFICATION:

I, FRANK A. KOHL, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF THOMPSON RIVER RANCH SUBDIVISION FILING NO. 12 WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH COLORADO STATE LAW AND IS ACCURATELY REPRESENTED ON THIS PLAT.

DATED THIS _____ DAY OF _____, 2021.

_____
FRANK A. KOHL
COLORADO PROFESSIONAL LAND SURVEYOR NO. 37067
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.

Galloway
5265 Ronald Reagan Blvd., Suite 210
Johnstown, CO 80534
970.800.3300
GallowayUS.com

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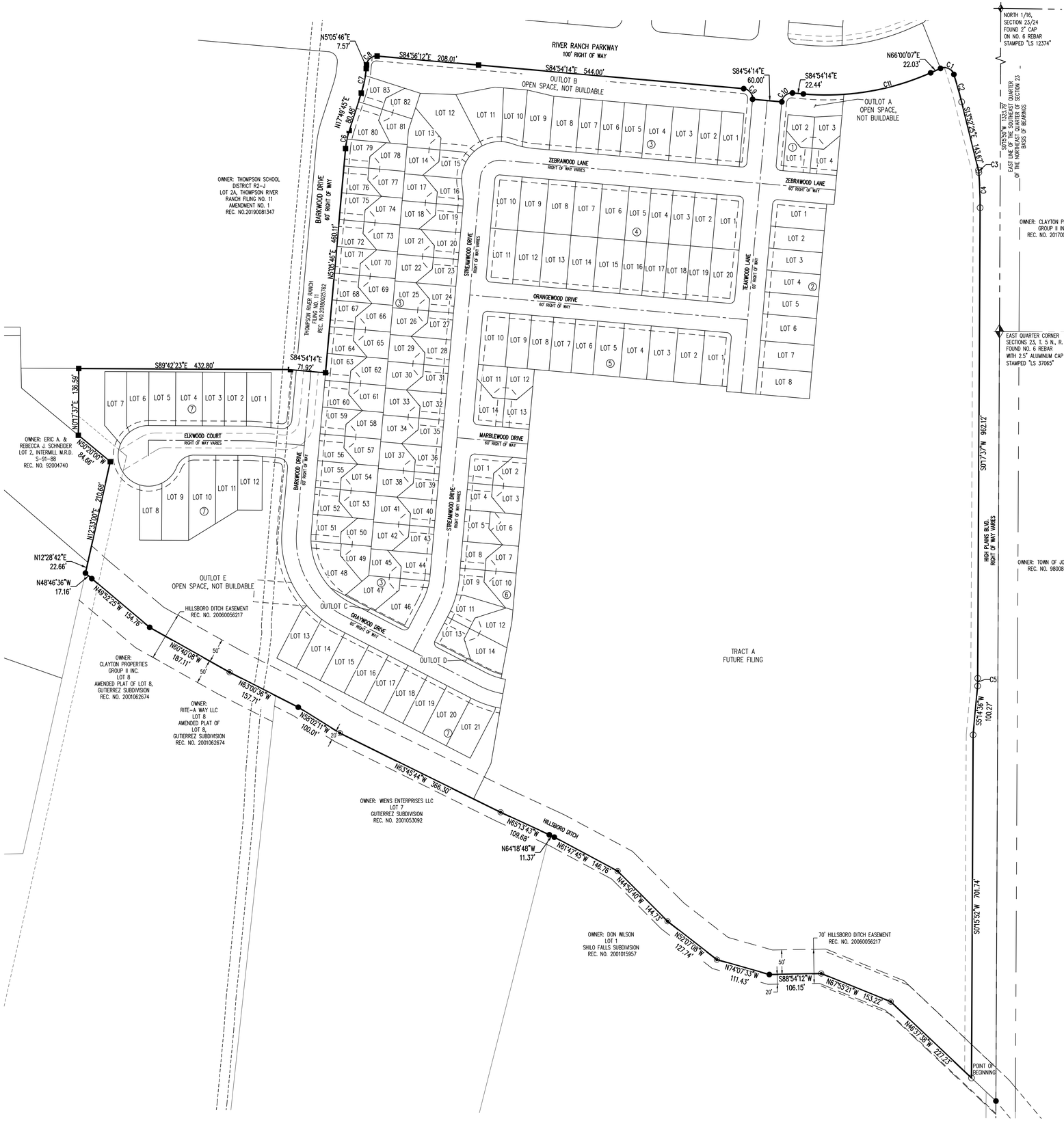
THOMPSON RIVER RANCH SUBDIVISION
FILING NO. 12
FINAL PLAT

#	Date	Issue / Description	Init.
1	8/27/2020	TOWN COMMENTS	AN
2	2/24/2021	TOWN COMMENTS	AN

Project No:	CPG000002.10
Drawn By:	AN
Checked By:	FAK
Date:	01.12.2021

THOMPSON RIVER RANCH FILING NO. 12

TRACT A, THOMPSON RIVER RANCH FILING NO. 8 RECORDED AT RECEPTION NO. 20210038855 AND PART OF TRACT B, THOMPSON RIVER RANCH FILING NO. 5 RECORDED AT RECEPTION NO. 20170045194 TOGETHER WITH PART OF THE RIVER RANCH PARKWAY, ALL LOCATED IN THE EAST HALF OF SECTION 23, T. 5 N., R. 68 W. OF THE 6TH P.M., JOHNSTOWN, LARIMER COUNTY, COLORADO



PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	96°19'12"	33.62	20.00	S65°50'17"E	29.80
C2	3°48'16"	58.63	883.00	S15°46'33"E	58.62
C3	9°32'58"	4.83	29.00	S9°05'56"E	4.83
C4	4°37'04"	72.14	895.00	S2°00'55"E	72.12
C5	0°18'38"	15.93	2940.00	S0°26'56"W	15.93
C6	12°43'58"	37.78	170.00	N11°27'46"E	37.70
C7	12°43'58"	51.11	230.00	N11°27'46"E	51.01
C8	89°57'42"	31.40	20.00	N50°04'37"E	28.27
C9	90°00'00"	31.42	20.00	S39°54'14"E	28.28
C10	90°00'00"	31.42	20.00	N50°05'46"E	28.28
C11	29°05'39"	266.59	525.00	N80°32'57"E	263.73

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- PLSS ALIQUOT LINE
- EASEMENT LINE
- ALIQUOT CORNER (AS DESCRIBED)
- FOUND 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 37067" UNLESS OTHERWISE NOTED
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- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP, STAMPED "PLS 38038"
- FOUND NO. 4 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 32444"
- REC. NO. — RECEPTION NUMBER
- (5) — BLOCK NUMBER

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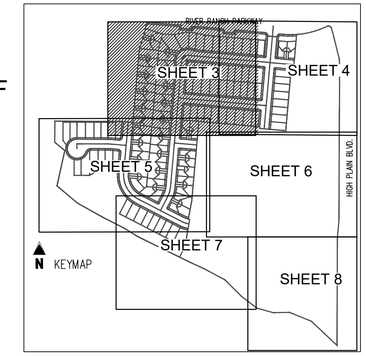

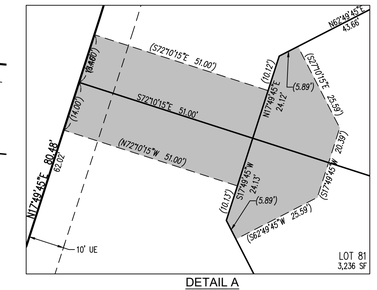

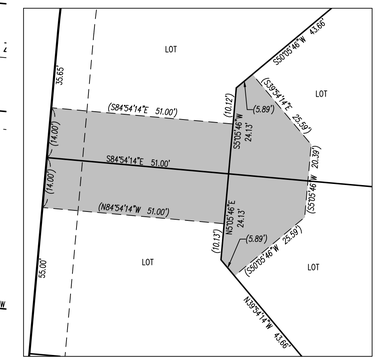

LEGEND

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- REC. NO. — RECEPTION NUMBER
- UE — UTILITY EASEMENT
- ACCESS, DRAINAGE, LANDSCAPE AND UTILITY EASEMENT
- (DIM) — ALL EASEMENT DIMENSIONS ARE IN PARENTHESIS
- RIGHT OF WAY BEING VACATED BY THIS PLAT

N

0 20 40

SCALE: 1"=40'

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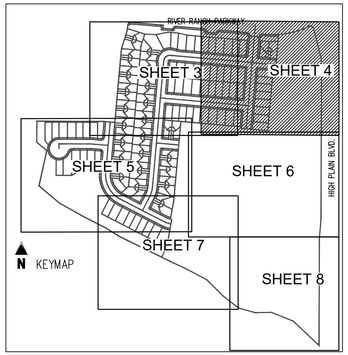

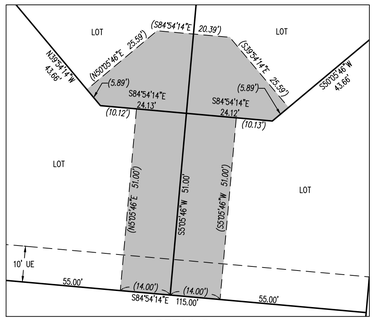

DETAIL C
SCALE: 1" = 20'

N
0 20 40
SCALE: 1"=40'

LEGEND

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- ADJACENT PROPERTY LINE
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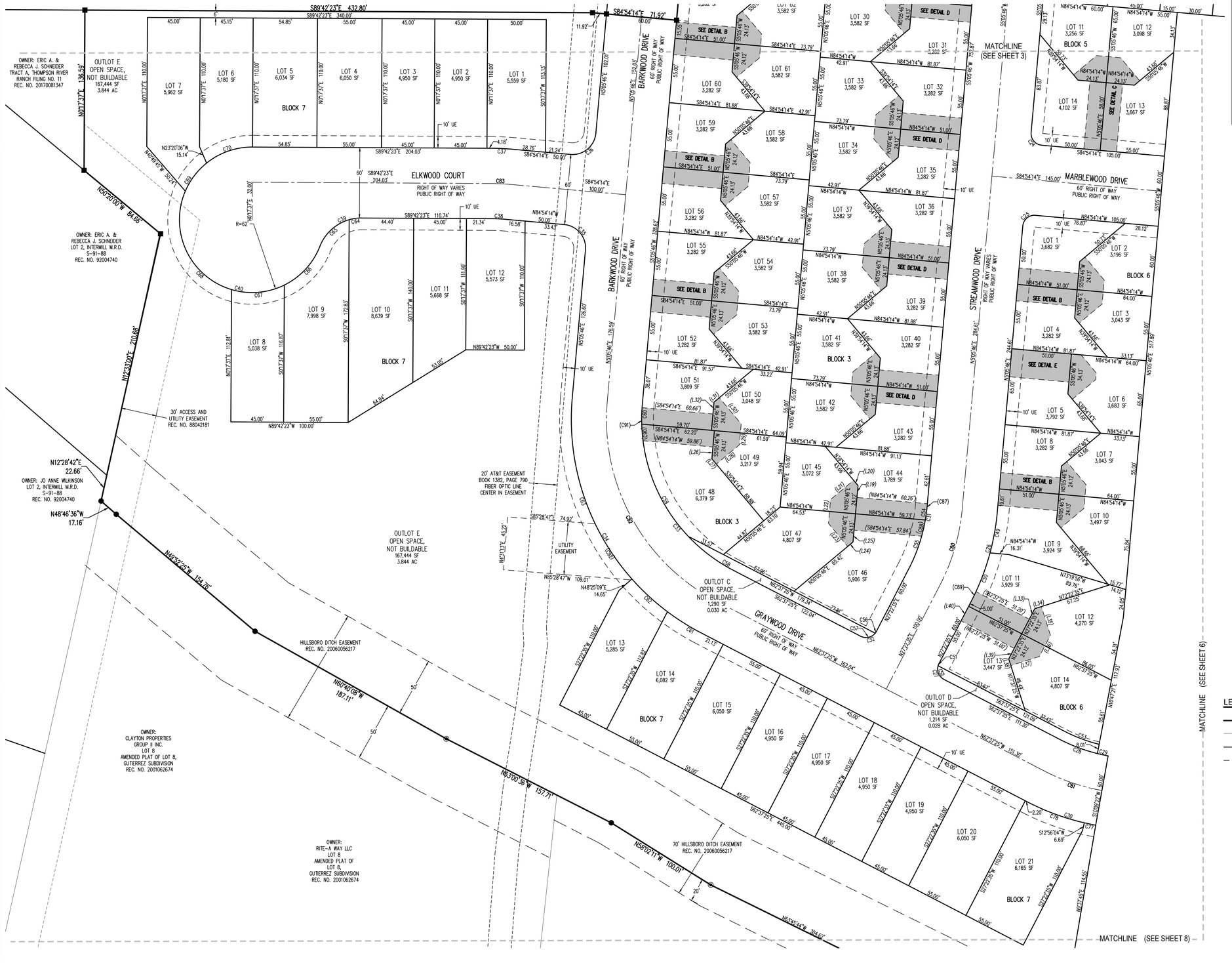
S89°42'23"E 432.80'
ELKWOOD COURT
RIGHT OF WAY VARIES
PUBLIC RIGHT OF WAY
BARKWOOD DRIVE
60' RIGHT OF WAY
PUBLIC RIGHT OF WAY
STREAMWOOD DRIVE
RIGHT OF WAY VARIES
PUBLIC RIGHT OF WAY
MARBLEWOOD DRIVE
60' RIGHT OF WAY
PUBLIC RIGHT OF WAY
GRAYWOOD DRIVE
40' RIGHT OF WAY
PUBLIC RIGHT OF WAY
MATCHLINE (SEE SHEET 3)
MATCHLINE (SEE SHEET 6)
MATCHLINE (SEE SHEET 8)
BLOCK 7
BLOCK 3
BLOCK 5
BLOCK 6
OUTLOT E
OPEN SPACE,
NOT BUILDABLE
167,444 SF
3.844 AC
OUTLOT C
OPEN SPACE,
NOT BUILDABLE
1,290 SF
0.030 AC
OUTLOT D
OPEN SPACE,
NOT BUILDABLE
1,214 SF
0.028 AC
30' ACCESS AND
UTILITY EASEMENT
REC. NO. 88042181
20' AT&T EASEMENT
BOOK 1382, PAGE 790
FIBER OPTIC LINE
CENTER IN EASEMENT
HILLSBORO DITCH EASEMENT
REC. NO. 20060056217
70' HILLSBORO DITCH EASEMENT
REC. NO. 20060056217
OWNER: ERIC A. &
REBECCA J. SCHNEIDER
TRACT A, THOMPSON RIVER
RANCH FILING NO. 11
REC. NO. 20170081347
OWNER: ERIC A. &
REBECCA J. SCHNEIDER
LOT 2, INTERMILL M.R.D.
S-91-88
REC. NO. 92004740
OWNER: JO ANNE WILKINSON
LOT 2, INTERMILL M.R.D.
S-91-88
REC. NO. 92004740
OWNER:
CLAYTON PROPERTIES
GROUP II INC.
LOT 8
AMENDED PLAT OF LOT 8,
GUTIERREZ SUBDIVISION
REC. NO. 2001062674
OWNER:
RITE-A WAY LLC
LOT 8
AMENDED PLAT OF
LOT 8,
GUTIERREZ SUBDIVISION
REC. NO. 2001062674
N12°28'42"E
22.66'
N48°46'36"W
17.16'
N48°52'25"W 154.76'
N60°40'06"W
187.11'
N63°00'36"W 157.71'
N53°02'11"W 100.01'
N63°34'44"W 304.62'
N24°33'00"E 210.68'
N50°20'00"W 84.68'
N01°37'37"E 136.59'
S84°54'14"E 71.92'
S89°42'23"E 340.00'
S89°42'23"E 204.03'
S89°42'23"E 110.74'
N89°42'23"W 50.00'
N89°42'23"W 100.00'
N89°42'23"W 64.94'
N84°54'14"W 50.00'
S84°54'14"E 145.00'
N84°54'14"W 105.00'
S84°54'14"E 100.00'
N23°20'06"W
15.14'
N60°09'43"W
50.24'
S85°28'47"E 74.92'
N57°13'37"E 45.27'
N85°28'47"W 109.01'
N48°25'09"E
14.65'
S62°37'25"E 179.34'
S62°37'25"E 722.04'
N62°37'25"W 182.04'
S62°37'25"E 445.00'
N62°37'25"W 111.30'
N62°37'25"W 101.30'
S62°37'25"E 121.09'
S12°56'04"W
6.69'
N27°43'43"E 114.56'
N41°17'21"E 117.93'
S10°09'22"W 100.00'
N27°22'25"E 100.06'
N27°22'25"E 100.00'
S27°22'25"W 110.00'
N27°22'25"E 110.00'
N01°37'37"E 110.00'
S01°37'37"W 172.83'
S01°37'37"W 140.00'
S01°37'37"W 111.00'
S01°37'37"W 116.87'
N01°37'37"E 112.81'
S01°37'37"W 110.00'
S01°37'37"W 110.00'
S01°37'37"W 133.13'
N01°37'37"E 110.00'
N01°37'37"E 110.00'
N01°37'37"E 110.00

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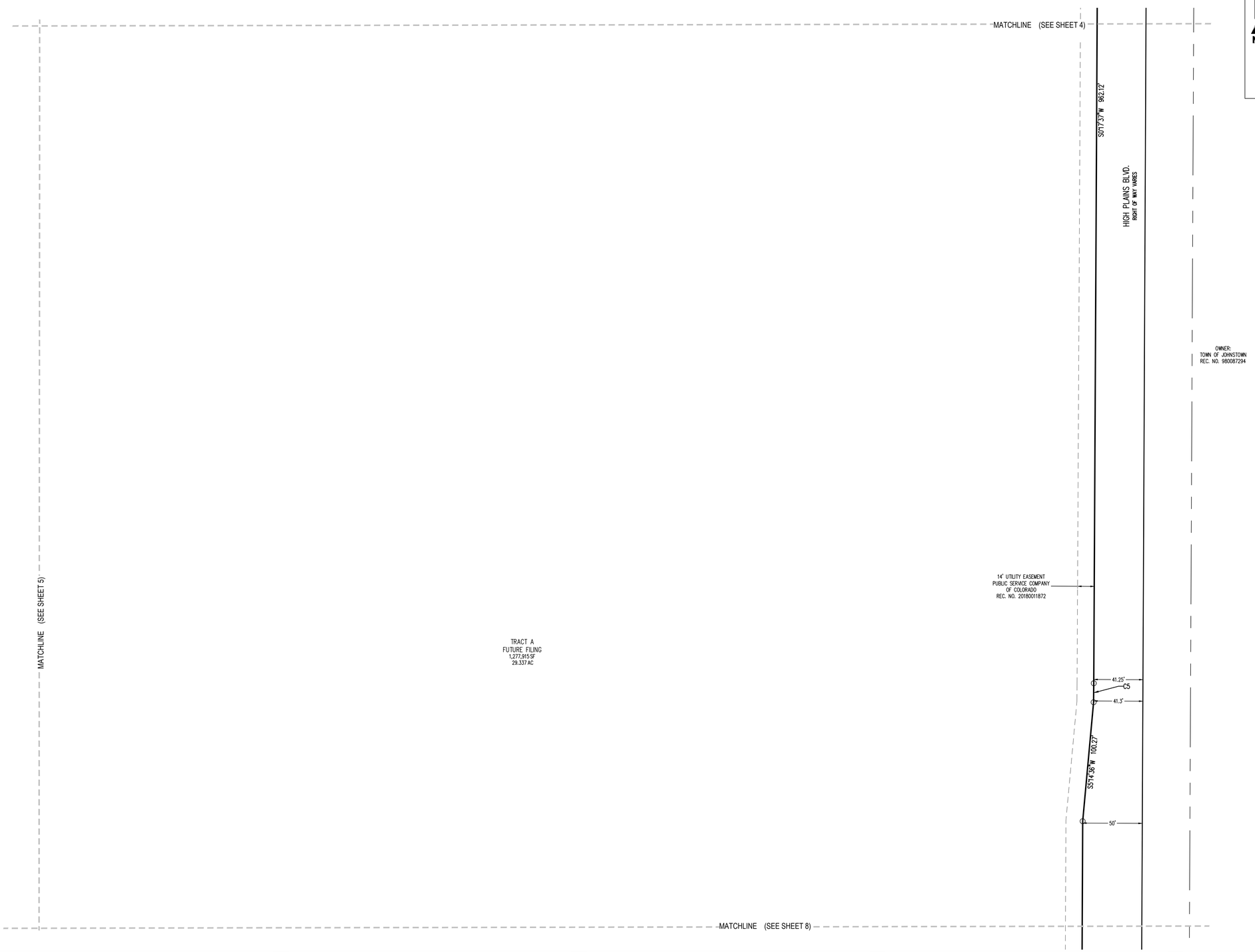

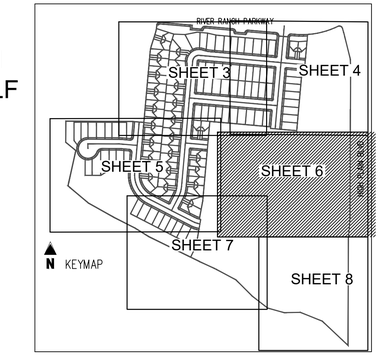

N

0 20 40

SCALE: 1"=40'

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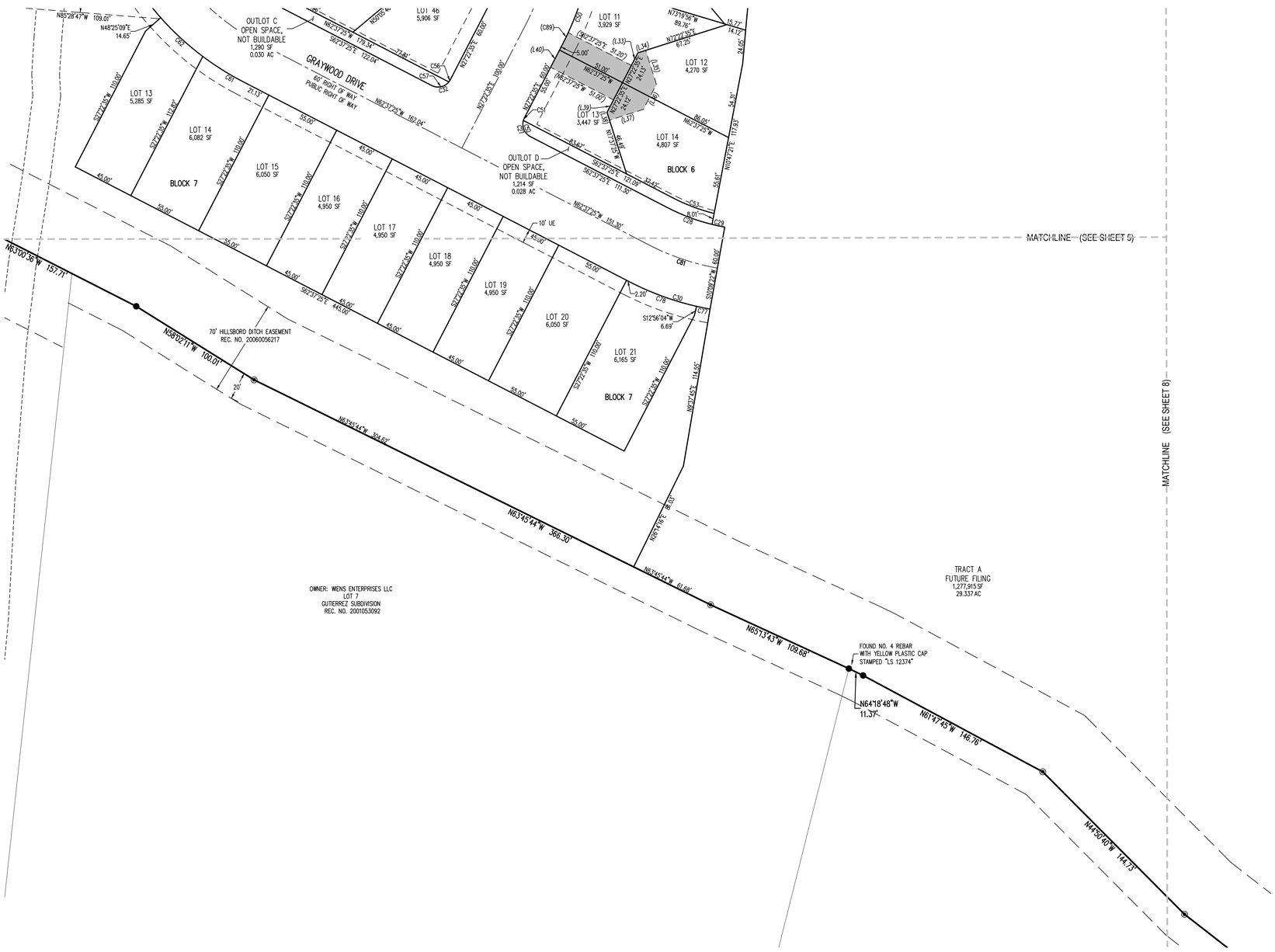

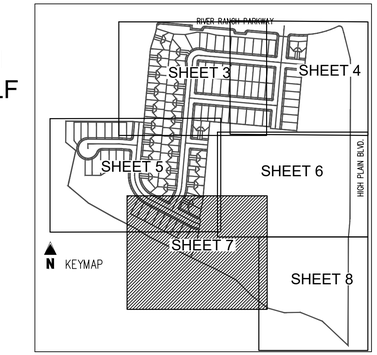

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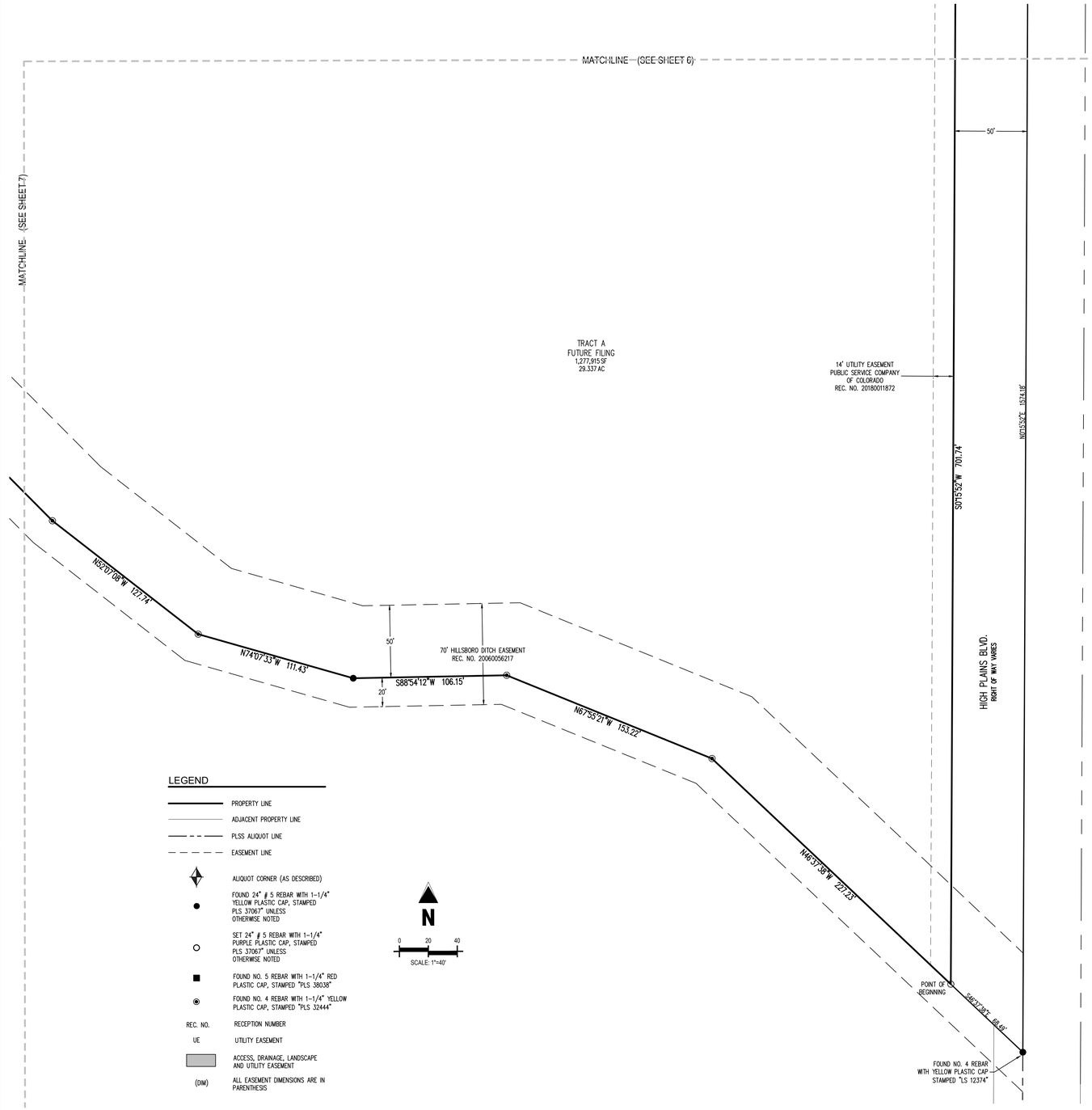

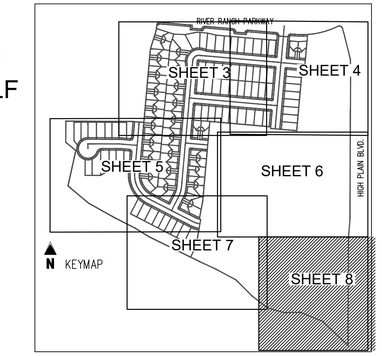

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C12	90°00'00"	15.71	10.00	S39°54'14"E	14.14
C13	90°00'00"	15.71	10.00	S50°05'46"W	14.14
C14	90°00'00"	15.71	10.00	N50°05'46"E	14.14
C15	90°00'00"	15.71	10.00	N39°54'14"W	14.14
C16	90°00'00"	15.71	10.00	N50°05'46"E	14.14
C17	90°00'00"	15.71	10.00	N39°54'14"W	14.14
C18	14°05'15"	46.22	188.00	S77°51'36"E	46.11
C19	118°10'31"	160.88	78.00	N50°05'46"E	133.84
C20	14°05'15"	46.22	188.00	N1°56'51"W	46.11
C21	90°00'00"	15.71	10.00	S50°05'46"W	14.14
C22	90°00'00"	15.71	10.00	S39°54'14"E	14.14
C23	90°00'00"	15.71	10.00	S50°05'46"W	14.14
C24	90°00'00"	15.71	10.00	S39°54'14"E	14.14
C25	90°00'00"	15.71	10.00	S50°05'46"W	14.14
C26	22°16'49"	79.72	205.00	S16°14'11"W	79.22
C27	90°00'00"	15.71	10.00	S17°37'25"E	14.14
C28	13°31'35"	34.23	145.00	S69°23'12"E	34.15
C29	3°41'38"	9.35	145.00	S77°59'49"E	9.35
C30	17°13'13"	61.61	205.00	N71°14'01"W	61.38
C31	22°16'49"	56.39	145.00	N16°14'11"E	56.03
C32	90°00'00"	15.71	10.00	N72°22'35"E	14.14
C33	67°43'11"	171.38	145.00	S28°45'49"E	161.58
C34	67°43'11"	242.30	205.00	N28°45'49"W	228.44
C35	90°00'00"	31.42	20.00	N39°54'14"W	28.28
C36	90°00'00"	31.42	20.00	N50°05'46"E	28.28
C37	4°48'09"	17.18	205.00	S87°18'18"E	17.18
C38	4°48'09"	12.15	145.00	N87°18'18"W	12.15
C39	68°53'59"	45.70	38.00	S55°50'38"W	42.99
C40	248°53'59"	269.34	62.00	N34°09'22"W	102.25
C41	7°33'49"	24.82	188.00	S81°07'19"E	24.80
C42	6°31'26"	21.41	188.00	N74°04'42"W	21.40
C43	16°46'20"	22.83	78.00	N79°12'08"W	22.75
C44	29°37'41"	40.33	78.00	S77°35'52"W	39.89
C45	25°01'36"	34.07	78.00	S50°16'13"W	33.80
C46	36°20'11"	49.47	78.00	S19°35'20"W	48.64
C47	10°24'44"	14.17	78.00	S3°47'07"E	14.16

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C48	1°26'47"	4.75	188.00	S4°22'23"W	4.75
C49	9°56'25"	35.57	205.00	N10°03'59"E	35.52
C50	12°20'24"	44.15	205.00	N21°12'23"E	44.07
C51	11°32'13"	2.01	10.00	N21°36'29"E	2.01
C52	78°27'47"	13.69	10.00	N23°23'31"W	12.65
C53	13°20'51"	31.92	137.00	S69°17'50"E	31.84
C54	4°54'02"	12.40	145.00	S7°32'48"W	12.40
C55	17°22'47"	43.98	145.00	S18°41'12"W	43.81
C56	11°32'13"	2.01	10.00	N33°08'42"E	2.01
C57	78°27'47"	13.69	10.00	S78°08'42"W	12.65
C58	19°07'16"	48.39	145.00	N53°03'46"W	48.17
C59	41°53'35"	106.02	145.00	N22°33'20"W	103.67
C60	6°42'19"	16.97	145.00	N1°44'37"E	16.96
C61	9°30'34"	34.02	205.00	S57°52'08"E	33.98
C62	11°32'00"	41.27	205.00	S47°20'51"E	41.20
C63	46°40'37"	167.01	205.00	S18°14'32"E	162.43
C64	16°12'17"	10.75	38.00	N82°11'29"E	10.71
C65	52°41'42"	34.95	38.00	N47°44'29"E	33.73
C66	42°22'22"	45.85	62.00	N42°34'49"E	44.81
C67	42°44'19"	46.25	62.00	N85°08'09"E	45.18
C68	96°42'52"	104.66	62.00	S25°08'15"E	92.67
C69	28°00'06"	30.30	62.00	S37°13'14"W	30.00
C70	39°04'20"	42.28	62.00	S70°45'27"W	41.47
C71	9°02'52"	82.90	525.00	S89°25'40"E	82.82
C72	20°02'47"	183.68	525.00	N76°01'31"E	182.75
C73	6°32'04"	19.39	170.00	N8°21'49"E	19.38
C74	6°11'54"	18.39	170.00	N14°43'48"E	18.38
C75	9°08'28"	36.69	230.00	N13°15'31"E	36.66
C76	3°35'31"	14.42	230.00	N6°53'32"E	14.42
C77	2°46'42"	9.94	205.00	S78°27'17"E	9.94
C78	14°26'31"	51.67	205.00	S69°50'40"E	51.54
C79	90°00'00"	62.83	40.00	N50°05'46"E	56.57
C80	22°16'49"	68.05	175.00	N16°14'11"E	67.62
C81	17°13'13"	52.60	175.00	N71°14'01"W	52.40
C82	67°43'11"	206.84	175.00	N28°45'49"W	195.01
C83	4°48'09"	14.67	175.00	S87°18'18"E	14.66

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
(C84)	10°20'24"	14.08	78.00	S42°55'37"W	14.06
(C85)	10°20'24"	14.08	78.00	S32°35'14"W	14.06
(C86)	4°16'34"	14.03	188.00	S1°30'42"W	14.03
(C87)	4°54'02"	12.40	145.00	S7°32'48"W	12.40
(C88)	5°35'04"	14.13	145.00	S12°47'21"W	14.13
(C89)	2°30'55"	9.00	205.00	S26°07'08"W	9.00
(C90)	5°36'41"	14.20	145.00	N4°24'53"W	14.20
(C91)	5°32'50"	14.04	145.00	N1°09'52"E	14.03
(C92)	15°49'46"	56.64	205.00	N33°39'58"W	56.46

PARCEL LINE SEGMENT TABLE		
LINE TAG #	BEARING	LENGTH (FT)
(L1)	N52°14'34"W	20.02
(L2)	N84°54'14"W	53.24
(L3)	N5°05'46"E	10.12
(L4)	N39°54'14"W	5.89
(L5)	S50°05'46"W	25.59
(L6)	S5°05'46"W	20.39
(L7)	S39°54'14"E	25.59
(L8)	N50°05'46"E	5.89
(L9)	N5°05'46"E	10.13
(L10)	S84°54'14"E	45.04
(L11)	S52°14'34"E	11.81
(L12)	N5°05'46"E	10.12
(L13)	N39°54'14"W	5.89
(L14)	S50°05'46"W	25.59
(L15)	S5°05'46"W	20.39
(L16)	S39°54'14"E	25.59
(L17)	N50°05'46"E	5.89
(L18)	N5°05'46"E	10.13
(L19)	N5°05'46"E	10.12
(L20)	N39°54'14"W	5.89

PARCEL LINE SEGMENT TABLE		
LINE TAG #	BEARING	LENGTH (FT)
(L21)	S50°05'46"W	25.59
(L22)	S5°05'46"W	20.39
(L23)	S39°54'14"E	25.59
(L24)	N50°05'46"E	5.89
(L25)	N5°05'46"E	10.13
(L26)	N5°05'46"E	10.13
(L27)	N39°54'14"W	5.89
(L28)	S50°05'46"W	25.59
(L29)	S5°05'46"W	17.89
(L30)	S39°54'14"E	29.12
(L31)	N50°05'46"E	5.89
(L32)	N5°05'46"E	10.12
(L33)	N27°22'35"E	10.12
(L34)	N72°22'35"E	5.89
(L35)	S17°37'25"E	25.59
(L36)	S27°22'35"W	20.39
(L37)	S72°22'35"W	25.59
(L38)	N17°37'25"W	5.89
(L39)	N27°22'35"E	10.13
(L40)	N27°22'35"E	14.00

Galloway
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Johnstown, CO 80534
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GallowayUS.com

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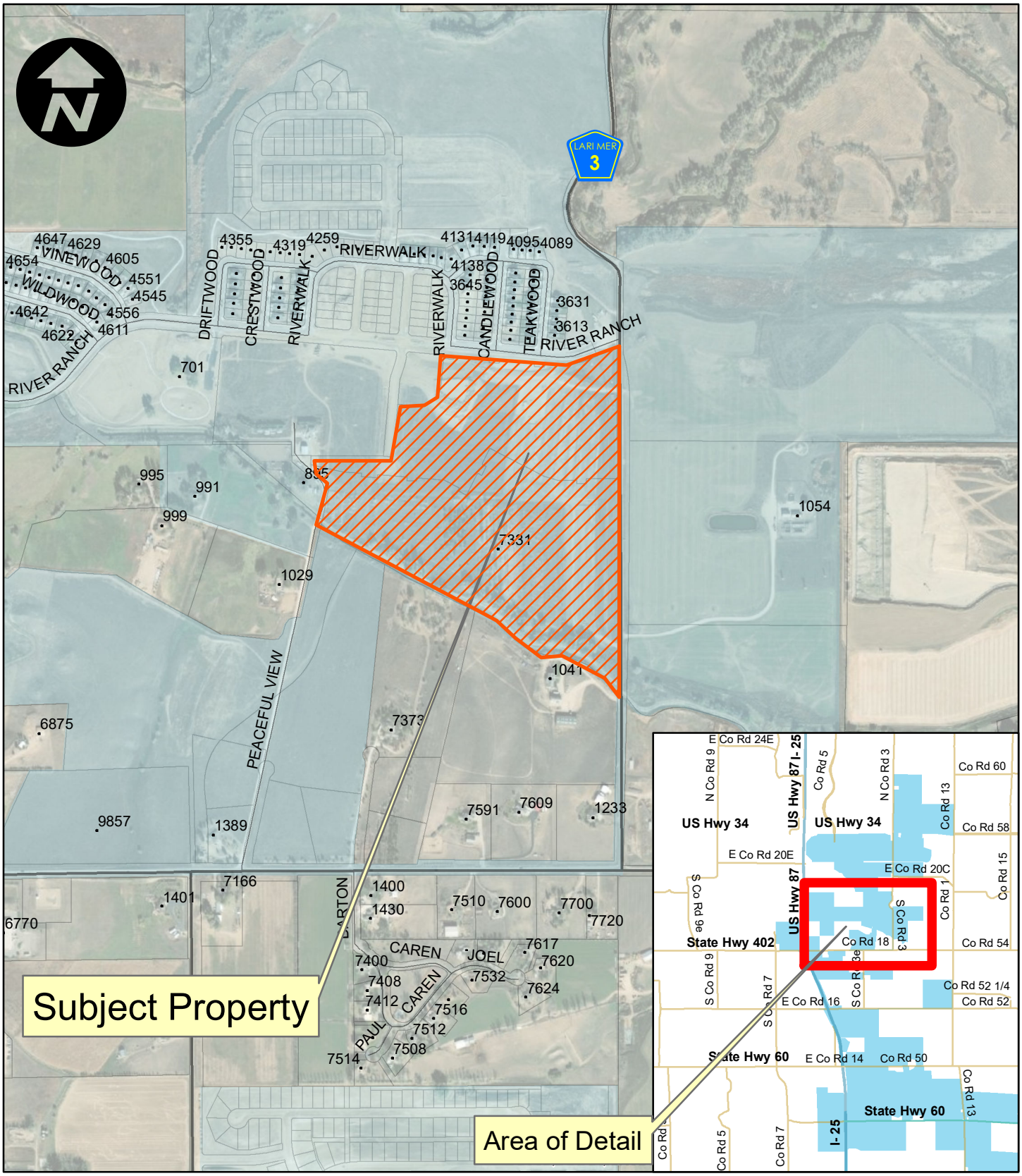
THOMPSON RIVER RANCH FILING NO. 12
FINAL PLAT

#	Date	Issue / Description	Init.
1	8/27/2020	TOWN COMMENTS	AN
2	2/24/2021	TOWN COMMENTS	AN

Project No:	CPG000002.10
Drawn By:	AN
Checked By:	FAK
Date:	01.12.2021



Town of Johnstown

SUB20-0007
Thompson River Ranch 12
Part of Section 23, TN5, R68W

700 1,400 2,800 Feet

450 S. Parish Ave. Johnstown, CO 80534 P: 970-587-4664 F: 970-587-0141

Town of Johnstown

LAND USE APPLICATION

Project Name: Thompson River Ranch, Filing 12

Land Use Action: ☐ Site Development Plan *Subdivision*: ☐ Replat ☐ Preliminary ☒ Final

☐ Use by Special Review *PUD*: ☐ Outline/ODP ☐ Prel/PDP ☒ Final/FDP

☐ Annexation *Zoning*: ☐ Establish Zoning (Annexation) ☐ Rezone

Site Address or Parcel #s: 8523100001,8523000010, 8523111002

Applicant/Project Owner: Clayton Properties Group II, Inc. - Todd Bloom

Address: 4908 Tower Road Denver, CO 80249

Email: TBloom@OakwoodHomesCO.com Telephone: 303-596-6591

Consultant /Representative: LAI Design Group - Rick Haering

Address: 88 Inverness Circle East, Suite J-101 Englewood, CO 80112

Email: rhaering@laidesigngroup.com Telephone: 303-734-1777

Landowner Authorization to Proceed with Land Use Action: *(Required)*

The undersigned (1) affirms ownership or authorized representation thereof of the subject property, and (2) hereby authorizes the individuals or entities listed herein as "applicant" and/or "authorized representative" to represent me/us in all aspects of the land use process for the project being submitted with this application.

☑ Please keep me informed of the status and progress of this project via email at the address below.

☐ I do NOT want to be updated on this project. (To modify this request, contact Planning@TownofJohnstown.com)

Landowner(s): Clayton Properties Group II, Inc.

Email: Tbloom@oakwoodhomesco.com Telephone: 303-596-6591

Todd Bloom

Signature of Landowner Signature of Landowner

PLANNING & ZONING COMMISSION
AGENDA MEMORANDUM

ITEM:	**2**
DESCRIPTION:	**Public Hearing for Pautler Farms Estates Final Development Plan and Final Plat;** for approximately 12.06 acres, for a single-family neighborhood
LOCATION:	Northwest Corner of Weld County Road 42 and S. Parish Ave.
APPLICANT:	PFI Properties
STAFF:	Darryll Wolnik, Planner II
HEARING DATE:	June 9, 2021

BACKGROUND & SUMMARY

The applicant, PFI Properties, is requesting approval of Pautler Farms Final Subdivision Plat and Final Development Plan (FDP). The property, located at the Northwest corner of S. Parish Ave. and Weld County Road 42, is just over 12 acres in size, and would contain 11 detached single-family lots. It is bounded to the North and West by the existing Pioneer Ridge subdivision, a built-out subdivision of detached single-family homes. South of the proposed development, across Weld County Road 42, is undeveloped land currently used for agricultural purposes. Property across S. Parish Ave. to the East is used in the same manner.

DEVELOPMENT HISTORY

Pautler Farms was annexed into the Town of Johnstown as part of the Stroh Farms Annexation #8. The annexation was approved on March 15, 1999, by way of Ordinance 99-597. It was zoned PUD-R by way of ordinance 99-602 on April 5, 1999. The property in question was subdivided as part of the Stroh Farm Filing 6 subdivision, approved on September 20, 2010. At the time of subdivision, the property in question was designated as Lot 1, Block 8, Stroh Farms Filing 6. It was excluded from the Stroh Farms CC&Rs by way of General Note #9 on the subdivision plat. The property was originally set aside as a detention pond. However, it was determined the pond was no longer needed once buildout of Stroh Farms (now known as Pioneer Ridge) was complete. The property is zoned PUD-R, but was effectively excluded from the Stroh Farm/Pioneer Ridge development plans, and was subsequently sold to other owners.

ATTACHMENTS
1 - Vicinity Map
2 - Application
3 – Proposed Final Plat
4 – Proposed FDP
5 – Proposed CC&Rs
6 – Proposed Landscape Guidelines

PUBLIC NOTICE
Notice for the Planning & Zoning Commission hearing was published in the local paper of widest circulation, the Johnstown Breeze, on Thursday, May 13, 2021. This notice provided the date, time, and location of the Planning & Zoning Commission hearing, as well as a description of the project. Courtesy notices were mailed to all property owners within 500 feet of the property in question. This notice included a map of the proposed development.

A neighborhood meeting was held on Tuesday, May 18, 2021, and noticed to property owners of records within 500 feet of the property. Three members of the community attended and raised a few questions. Two residents were concerned about farm animals and their potential to create nuisances, specifically odors. All three residents were concerned about water pressure and fencing around the property. They expressed a desire to see fences required around each property.

ANALYSIS
Johnstown Comprehensive Plan Alignment
P.2-5: The area in question is marked as "Low Density Residential, Average 3 DU/AC". The Final Plat and Final Development Plan proposed significantly less than the maximum at 1.09 DW/AC.

Goal CF-1: New development achieves the community's goals and is consistent with the Town's vision – Provision of Infrastructure.
This proposed Final Plat and Final Development Plan will provide a turn lane on S. Parish Ave., a 10' sidewalk along both frontages, and curb & gutter along County Road 42.

Goal CF-4: Encourage a sustainable environment through techniques such as water-wise landscaping and water efficient irrigation – Water wise landscaping.
The proposed Final Plat and Final Development Plan will utilize extensive native and xeric landscaping to preserve water.

Goal NH-1: A diversity of housing types to support the housing needs of a diverse population Neighborhood Types.

The proposed Final Plat and Final Development Plan calls for creation of 11 lots of roughly a half-acre each. These provide estate lots not typically seen in Johnstown, and add an additional housing option.

Zoning

The zoning for the property is PUD-R (Planned Unit Development – Residential), however there is no approved ODP (Outline Development Plan) to specify uses or design. Further, there is no document that applies to this property requiring zoning or design guidelines. Therefore, zoning for this property reverts to Johnstown Municipal Code (JMC) 16-302(a). This code section outlines allowed uses within the PUD-R zoning district. Overall design for the PUD shall still conform with JMC §16-306.

Development Standards

Pautler Farms proposes itself as a sustainable-living development where residents can keep animals and maintain large personal gardens. The applicant has developed design guidelines relating to landscaping, architecture, and land uses to support this vision.

The 11 lots make up 74.69% of the overall site. Average lot size is 35,658 square feet, or roughly 0.82 acres. The smallest lot is 27,869 square feet (0.64 acres), while the largest is 59,170 square feet (1.358 acres). Outlots will comprise 1.21 acres, or 10.04% of the development; dedicated right-of-way makes up 15.28%. The lots will have significant amounts of open space, more than meeting the required 30%.

The Pautler Farm Estates Landscape Guidelines, which the Town has reviewed, will adhere to seven principles for xeriscaping; these principles create a framework for water conservation within the proposed development. Pautler Farms' proposed landscape design guidelines stipulate 25% of each lot be covered with living ground cover, IE not simply rock or mulch beds. Each lot will be required to contain two deciduous trees and four shrubs, which also meets Town Landscape Standards. Spray-irrigated turf shall not exceed 20% of any given lot. Further related to water use, the guidelines mandate that permanent, spray-irrigated area cannot exceed 5,900 S/F of a lot. The guidelines go a step further, breaking down different types of irrigated areas and converting it to a spray-irrigated equivalent. This is especially handy, as it is easy for individual homeowners to decipher.

Of particular interest is the requirement for each property to install a second water meter to track irrigation usage. This requirement is subject to approval from Town of Johnstown Public Works.

The vast majority of the architectural and use guidelines have been embedded within the CC&Rs for the proposed development. Staff requested the developer pull those guidelines from that document and place them in the development plan, so they can be easily accessed by Town Staff, residents, and developers for future use and enforcement.

Staff provided comments relating to the CC&Rs at the end of March, and is currently waiting for responses to those comments. Staff did meet with applicant and their attorney regarding the CC&Rs and staff comments, in order to discuss comments and solutions. Current guidelines, as proposed, require 2,500 S/F of floor area, regardless of number of stories. Applicant has also proposed allowance of two accessory structures of up to 28' in height, with a max of 1,500 S/F for each structure. Applicant has further proposed allowing an additional two "small enclosed structures".

Farm and Other Animals

The proposed development's design guidelines also allow for the keeping of farm animals. Farm animals, as defined by JMC §7-121(7):

> *Farm Animal means horse, mule, ass, sheep goat (excluding pygmy goat), llama, swine (excluding pot belly pig), cow, or other cloven-hoofed animals commonly known as livestock.*

Town Code allows the keeping of farm animals, providing all codes are met, including JMC §7-138(2), which states farm animals can only be kept on properties with at least 5,000 S/F of open area *designated for use by the animals*. Up to three farm animals may be kept on properties with less than 7,500 S/F of dedicated open space for the animals. An additional 2,500 S/F is required for each farm animal in excess of three. For example, 7,500 S/F is required for four animals, 10,000 S/F for five, et cetera.

Infrastructure/Transportation

There is currently no water or sewer service to the property, as it is undeveloped land. The proposed project will tap into the current 12" water main along County Road 42. Said line will run down the length of the proposed cul-de-sac and loop back Northeast, connecting to the water lines in Pioneer Ridge. Sanitary sewer will be looped from existing lines in Pioneer Ridge, from the Northwest corner of this site, Southeast to the cul-de-sac, then south to County Road 42. Storm water will be collected at the end of the cul-de-sac and piped to the detention pond at the Northwest corner of the site.

The proposed development will be accessed by a single residential cul-de-sac. That street, proposed as "Panorama Ct.", will be accessed from County Road 42. Panorama Ct. utilizes the Town's typical local residential street cross-section with 5-foot attached sidewalks. The road ends with a cul-de-sac turn around, which is approved by Front Range Fire Rescue.

Pautler Farms will dedicate significant roadway to both S. Parish Ave. and County Road 42. This dedication, contained within Tract F of the original subdivision, was never dedicated to the Town, despite being marked as such on that plat. Instead, ownership was simply transferred to the Town and the lot was held as a deeded parcel of land, rather than dedicated for public use. This proposed plat would correct that oversight by dedicating Tract F for public right-of-way. Such dedication would satisfy the half-width dedication requirements for County Road 42 and S. Parish Ave. on that side of the road.

Improvements will be made to S. Parish Ave. as part of this proposed project. A 10' sidewalk will be constructed along S. Parish Ave. and tie into the existing sidewalk to the north. A right turn "decel" lane on S/B S. Parish Ave. will be added for vehicles to turn W/B onto County Road 42. Curb, gutter, and a 10' detached sidewalk will be constructed along the entire frontage of County Road 42, tying into the existing improvements on County Road 42 to the West. Additional pavement will be added to complete the required half-width of County Road 42, which is forecast to be a major arterial in the Johnstown Master Transportation Plan. Part of that additional pavement will include a right turn "decel" lane on W/B County Road 42 onto Panorama Ct.

Curb and gutter will not be installed on S. Parish Ave., as there is no curb and gutter along Pioneer Ridge's entire frontage on S. Parish Ave.

Easements

There are currently two easements encumbering the property. A 30' Permanent Utility Easement runs North-South along the S. Parish Ave. ROW. This easement is outside of the proposed lots. A 30' "water vault easement" is located at the Southeast corner of the property, just outside of the ROW. This easement will be within Outlot B.

Pautler Farms proposes new easements for drainage and utilities aside from the standard 6' ROW easements. A large drainage easement is proposed in the Northwest corner and will contain the drainage pond. That easement connects to Panorama Ct. via a 30' wide swatch of Outlot A. Said easement contains the storm sewer pipe and the sanitary sewer loop. There is a utility easement proposed on the Northeast corner of the cul-de-sac that travels Northeast to the project extent, bordering Pioneer Ridge. This easement will contain the looped water main.

Aside from those easements, applicant proposes a 20' drainage and utility easement along the North and West borders of the project. A 5' utility easement is also proposed along the rear of Lots 8-11.

Staff Concerns

Fencing

Staff has concerns about fencing on the property. Applicant will need to ensure similar fencing to that already in place along S. Parish Ave. and County Road 42. Said fencing shall be placed along County Road 42 and S. Parish Ave. in the same manner and location relative to the ROW as that existing fence. Applicant is currently proposing open-rail fencing along arterial roads. Staff recommends a condition of approval requiring provision of a 6' privacy fence, with masonry pilasters every 100-feet, along County Road 42 and S. Parish Ave. Said fence shall be maintained by the HOA.

Accessory Structures

Staff has significant concerns about proposed development standards for accessory structures. The applicant has proposed accessory structures up to 28' in height, measured from finished grade to peak of roof. This height is only 7' shorter than the maximum height for primary residential structures in Pioneer Ridge, and across most of Town. In fact, some areas limit to 30' in height. Such a height for accessory structures is incompatible with surrounding uses, and allowing this height would border on that accessory use becoming a primary use. Staff notes that an accessory use must be incidental (related) to, subordinate (smaller than) to, and customarily found with the existing primary use.

Applicant is proposing up to two large accessory structures and two smaller structures, in addition to the primary residence, on each lot. The applicant is proposing allowance of buildings billed as "barns and/or stables" up to 1,500 square feet, and "detached garages" up to the square footage of the main dwelling. Should the lot owner wish to combine the two types described, they would be allowed to construct an accessory structure 1,500 S/F larger than the square footage of the main dwelling. Such an arrangement would create a structure that ceases to be an accessory and arguably becomes a primary use.

To remedy the issue of allowances as it relates to accessory structures, Staff requests the following conditions of approval. Accessory structures shall be no greater than 1,500 S/F each, and the aggregate of all accessory structures shall not exceed 75% of the footprint of the main dwelling unit. An accessory structure shall be no taller than 20 feet in height, measured from finished grade to peak of roof. Architectural guidelines should stipulate that accessory structures shall be in general architectural conformance with the main dwelling, IE similar materials, colors, and roof pitch. Guidelines should allow for the Planning & Development Director to allow taller accessory structures under extenuating circumstances, so long as architectural conformance is achieved.

It should also be noted that architectural guidelines have not been provided by the applicant. This was also discussed and staff made it clear architectural guidelines would need to be reviewed and approved prior to approval of this development. As such, staff requests a condition such that architectural design guidelines be provided to the Town and approved by the Town prior to any project approvals.

Farm Animals

Staff also has some concerns about the keeping of farm animals on the property. While JMC addresses the keeping of farm animals under certain conditions, in Chapter 7, the zoning of the property is problematic in that regard. This property is zoned PUD-R without additional underlying zoning or zoning standards. As such, the PUD-R reverts to JMC §16-302a(3)(a):

> *Any permitted use, conditional use, and accessory use allowed in the SF-1, SF-2, and MF-1 Districts*

This code section is unclear as to whether conditional uses are allowed as permitted uses. The significance of the previously-quoted section lies in the SF-1 Zone, JMC 16-182(3)(g), which states the following:

> *Farm animals as defined in Subsection 7-121(7) of this Code, and only upon newly annexed land for a limited period of time as determined by the Town Council, and in no event shall the numbers and types of animals be increased beyond those that could exist otherwise under County regulations.*

Because this is a PUD, there is room for interpretation, and the nature of a PUD as a sort of "custom zoning" allows for inclusion of different uses, of which keeping of farm animals could be one. As it relates to the above-quoted Code section, this land has never been developed, and has been vacant since annexation. There is no record of Town Council addressing farm animal uses on the property at annexation, or at the time of development. Also absent is any evidence of previous decisions by Town Council regarding similar situations.

Therefore, absent a definite answer in JMC or legislative record, Staff would leave the ultimate decision regarding keeping of farm animals in this subdivision to Town Council. If Council is amenable, Staff would recommend allowing up to three farm animals per lot, within the bounds of what municipal permits. Staff notes that Chapter 7 addresses noisy animals, prohibited animals, and the removal of manure and other noxious materials, as well as other considerations.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

Findings:

1. The proposed Pautler Farms Final Development Plan and Final Plat is in agreement with the Johnstown Area Comprehensive Plan and its Future Land Use Map.

2. The proposed Pautler Farms Final Development Plan and Final Plat can to be adequately served by Town services and utilities and other community infrastructure.

3. The proposed Pautler Farms Final Development Plan and Final Plat is in substantial compliance with all Town codes, regulations, and standards and specifications.

Conditions

1. The applicant address all outstanding comments and redlines.

2. Accessory structures be limited to 20' in height, measured from finished grade to peak of roof, with the ability of the Planning & Development Director to grant additional height in

extenuating circumstances, so long as architectural conformance with the main dwelling is maintained.

3. Only two accessory structures and two structures smaller than 120 square feet be allowed on each lot. Accessory structures be limited to 1,500 square feet each, with an aggregate of 75% of the main dwelling between all accessory structures.

4. 6' privacy fence, with masonry pilasters every 100', and on corners, shall be provided along S. Parish Ave. and County Road 42. Said fencing shall match existing privacy fence to the degree reasonable feasible, and shall be maintained by the HOA.

5. Applicant shall provide architectural design guidelines, as described in the CC&Rs, for approval by the Town prior to project approval.

Recommended Motion

Based on the application received, associated submittal materials, and the preceding analysis, the Planning & Zoning Commission finds that Pautler Farms Final Development Plan and Final Plat furthers the *Johnstown Area Comprehensive Plan* goals, and is compatible with all other applicable Town standards and regulations, and therefore moves to recommend to the Town Council approval of Pautler Farms Final Development Plan and Final Plat based upon the findings and subject to the conditions, as stated within this staff memorandum.

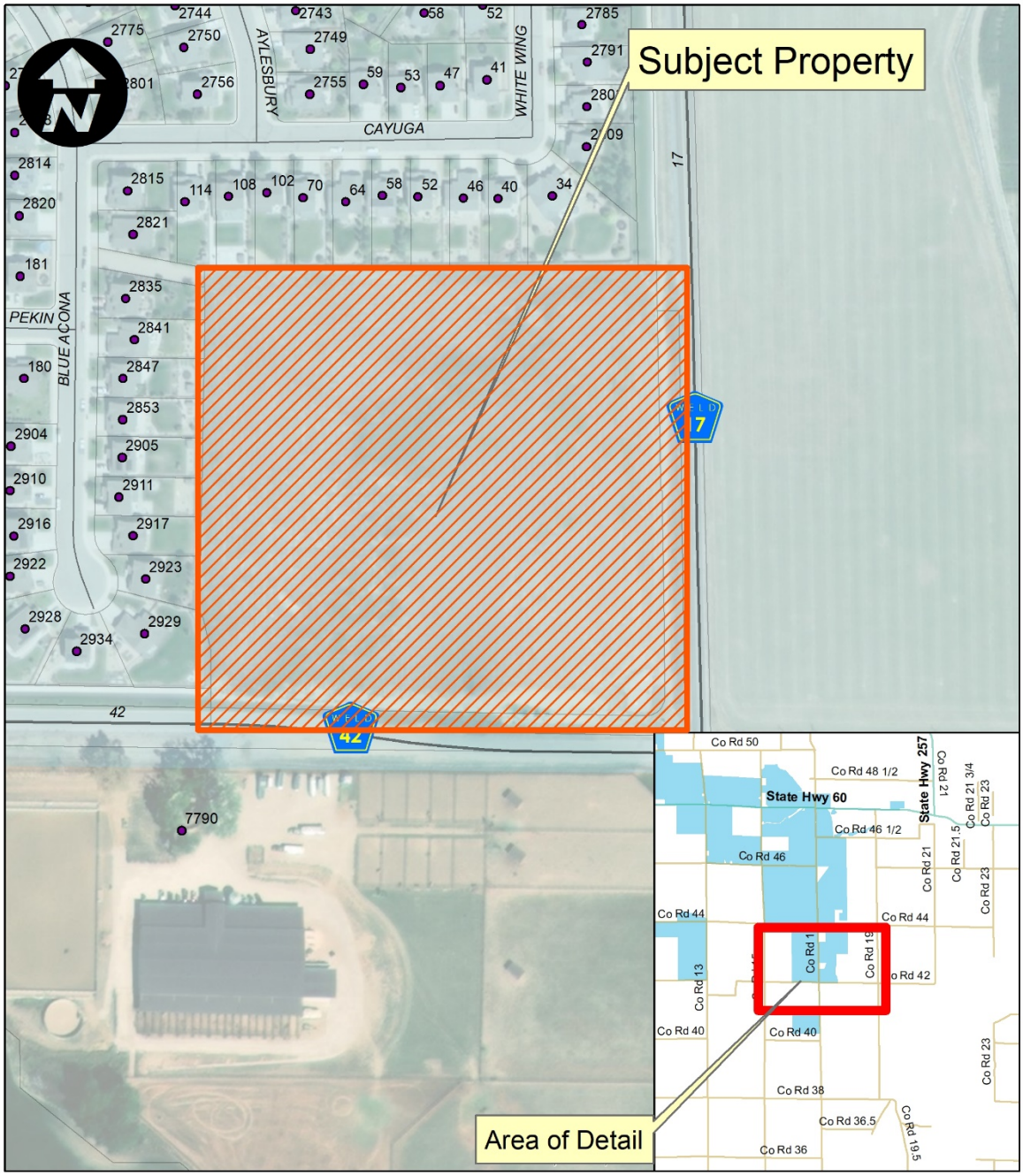
Alternate Motions

Motion to Deny: "I move that the Planning & Zoning Commission recommend to the Town Council denial of Pautler Farms Final Development Plan and Final Plat based upon the following findings…"

Planner:	Reviewed by:
Darryll Wolnik	Kim Meyer
Planner II	Planning & Development Director

File Name: S:\PLANNING\2020 Land Use Projects\SUB20-0013 Pautler Farms Estates\Hearings – PZC Staff Report Pautler Farms 06-09-2021.docx

VICINITY / PROJECT MAP



Town of Johnstown

SUB20-0013
Paulter Farms
N/W Corner of WCR 17 & WCR 42

0 125 250 500 Feet

450 S. Parish Ave. Johnstown, CO 80534 P: 970-587-4664 F: 970-587-0141

Town of Johnstown

LAND USE APPLICATION

Project Name: PAUTLER FARMS ESTATES

Land Use Action: ☑ Site Development Plan *Subdivision*: ☐ Replat ☑ Preliminary ☐ Final

☐ Use by Special Review *PUD*: ☐ Outline/ODP ☐ Prel/PDP ☐ Final/FDP

☐ Annexation *Zoning*: ☐ Establish Zoning (Annexation) ☐ Rezone

Site Address or Parcel #s: NW CORNER CR 42 & CR 17

Applicant/Project Owner: PFI PROPERTIES I LLC

Address: 2402 SUNSET LN GREELEY CO 80634

Email: PFIPROPERTIESLLC@GMAIL.COM Telephone:

Consultant /Representative: JAMIE SETTER - GALLOWAY

Address: 5625 RONALD REAGAN BLVD STE 210 JOHNSTOWN CO

Email: JAMIESETTER@GALLOWAYUS.COM Telephone: 970 800 3300

Landowner Authorization to Proceed with Land Use Action: *(Required)*

The undersigned (1) affirms ownership or authorized representation thereof of the subject property, and (2) hereby authorizes the individuals or entities listed herein as "applicant" and/or "authorized representative" to represent me/us in all aspects of the land use process for the project being submitted with this application.

☒ Please keep me informed of the status and progress of this project via email at the address below.

☐ I do NOT want to be updated on this project. (To modify this request, contact Planning@TownofJohnstown.com)

Landowner(s): PFI PROPERTIES I LLC

Email: PFIPROPERTIESLLC@GMAIL.COM Telephone: 970 371 3050

FOR PFI PROPERTIES I LLC

Signature of Landowner Signature of Landowner

REV. 05-19

PAUTLER FARMS ESTATES

BEING A REPLAT OF LOT 1, BLOCK 8 AND TRACT F, STROH FARM, FILING NO. 6
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, T. 4 N., R. 67 W. OF THE 6TH P.M.
TOWN OF JOHNSTOWN, COUNTY OF WELD, COLORADO

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT PFI PROPERTIES I LLC, A LIMITED LIABILITY COLORADO COMPANY AND THE TOWN OF JOHNSTOWN, BEING OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

LOT 1, BLOCK 8 AND TRACT F, STROH FARM, FILING NO. 6, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PM, TOWN OF JOHNSTOWN, WELD COUNTY, COLORADO.

PARCEL CONTAINS 525,219 SQUARE FEET OR 12.057 ACRES.

AND DO HEREBY SUBDIVIDE THE SAME INTO LOTS, OUTLOTS, TRACTS AND RIGHT OF WAY AND EASEMENTS UNDER THE NAME OF **PAUTLER FARMS ESTATES** AS SHOWN ON THIS MAP AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHT OF WAY AND EASEMENTS FOR PUBLIC USE, UNLESS OTHERWISE NOTED.

PFI PROPERTIES I, LLC

BY_____

STATE OF _____)
)SS.
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____
2021 BY _____, AS _____ OF PFI PROPERTIES I, LLC

WITNESS HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

TOWN OF JOHNSTOWN

BY_____

STATE OF _____)
)SS.
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____
2021 BY _____, AS _____ OF TOWN OF JOHNSTOWN.

WITNESS HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

PLANNING AND ZONING COMMISSION

THIS PLAT, TO BE KNOWN AS **PAUTLER FARMS ESTATES**, WAS APPROVED BY ACTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF JOHNSTOWN, COLORADO AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, 2021.

BY: _____
CHAIR, PLANNING AND ZONING COMMISSION

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS **PAUTLER FARMS ESTATES**, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____, PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE _____ DAY OF _____, 2021.

BY: _____ ATTEST: _____
MAYOR TOWN CLERK

LAND USE SUMMARY						
PAUTLER FARMS ESTATES						
OUTLOT	**AREA (SQ. FT.)**	**AREA (ACRES)**	**OWNERSHIP**	**MAINTENANCE**	**AMENITY TYPE**	**% OF TOTAL**
A	30,467	0.699	HOME OWNER ASSOCIATION	HOME OWNER ASSOCIATION	DRAINAGE, UTILITY AND ACCESS EASEMENT	
B	22,277	0.511	HOME OWNER ASSOCIATION	HOME OWNER ASSOCIATION	UTILITY EASEMENT	
TOTAL	52,744	1.210				10.04%
STREET RIGHT OF WAY (ALL PUBLIC ROADWAYS)						
ROAD	**AREA (SQ. FT.)**	**AREA ACRES**				
RIGHT OF WAY(WCR12 & WCR 17)	48,176	1.106				
INTERNAL ROADWAY RIGHT OF WAY	32,060	0.736				
TOTAL	80,235	1.842				15.28%
SINGLE FAMILY LOTS						
LOTS	**AREA (SQ. FT.)**	**AREA ACRES**	**NUMBER OF LOTS**			
SINGLE FAMILY LOTS	392,239	9.005	11			74.69%
	TOTAL AREA	12.057	TOTAL PERCENTAGE			100.00%

OWNER AND DEVELOPER

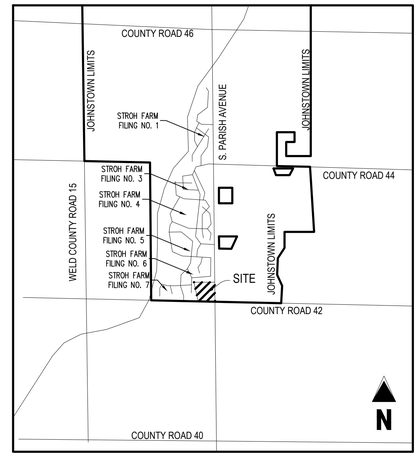
PFI PROPERTIES I, LLC
2402 SUNSET LANE
GREELEY, CO 80634

SITE ENGINEER

GALLOWAY & COMPANY
JAMIE SETTER
15265 RONALD REAGAN BLVD., SUITE 210
JOHNSTOWN, CO 80534

SURVEYOR

GALLOWAY & COMPANY
READE COLIN ROSELLES
15265 RONALD REAGAN BLVD., SUITE 210
JOHNSTOWN, CO 80534



VICINITY MAP
NOT TO SCALE

DIRECTOR OF PLANNING & DEVELOPMENT

THIS PLAT, TO BE KNOWN AS **PAUTLER FARMS ESTATES**, WAS APPROVED AS A MINOR RESUBDIVISION.

BY: _____
DIRECTOR OF PLANNING AND DEVELOPMENT

MAYOR

THIS PLAT, TO BE KNOWN AS **PAUTLER FARMS ESTATES**, WAS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, AS A MINOR RESUBDIVISION.

BY: _____ ATTEST: _____
MAYOR TOWN CLERK

EASEMENT APPROVAL

UTILITY EASEMENTS ARE ADEQUATE AS SHOWN AND ARE HEREBY APPROVED, AND OR VACATED AS SHOWN ON THIS PLAT

_____
PUBLIC WORKS DIRECTOR

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER, IN THE STATE OF COLORADO, AT _____ A.M./P.M._____ DAY OF _____, 2021.

BY: _____ _____
DEPUTY COUNTY CLERK

FILE NO. _____
MAP NO. _____
RECEPTION NO. _____

GENERAL NOTES

1) BASIS OF BEARINGS: ASSUMED SOUTH 00°49'15" EAST, A DISTANCE OF 664.22 FEET ALONG THE EAST LINE OF TRACT A, STROH FARMS FILING NO. 6, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., SAID LINE BEING MONUMENTED AT THE NORTH BY A NO. 4 OF UNKNOWN LENGTH WITH ORANGE PLASTIC CAP, STAMPED "LS 34990" AND AT SOUTH BY A NO. 5 REBAR OF UNKNOWN LENGTH WITH A BLUE PLASTIC CAP, STAMPED "LS 34174" AS SHOWN HEREON.

2) FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT 5509-3583861, DATED SEPTEMBER 30, 2020 WAS RELIED UPON FOR INFORMATION REGARDING EASEMENTS AND ENCUMBRANCES OF RECORD IN THE PREPARATION OF THIS PLAT. THE SAID COMMITMENT PROVIDED FOR ADDITIONAL LANDS THAN ARE SHOWN AND DESCRIBED IN THIS PLAT.

3) PER THE FEMA FLOOD INSURANCE RATE MAPS (FIRM), MAP NO. 08069C1420F, HAVING AN MAP REVISED DATE OF DECEMBER 19, 2006, INDICATES THE SUBJECT PROPERTY TO BE DESIGNATED AS ZONE X (OUTSIDE 0.2% CHANCE OF FLOOD). THIS SURVEY MAKES THIS STATEMENT BY GRAPHIC PLOTTING ONLY. THE SURVEYOR RECOMMENDS A FLOOD STUDY IF MORE INFORMATION IS REQUIRED.

4) ALL LINEAL MEASUREMENTS SHOWN ARE GROUND DISTANCES AND U.S. SURVEY FEET.

5) CAUTION: THE SURVEYOR PREPARING THIS MAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THIS MAP. ALL CHANGES TO THIS EXHIBIT MUST BE APPROVED IN WRITING BY THE SURVEYOR IN CHARGE.

6) 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 COMMENCE MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A).

PLAT NOTES

1) GENERAL OVERLOT DRAINAGE NOTE: LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER IN ACCORDANCE WITH TOWN CRITERIA. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.

2) STORM SYSTEM MAINTENANCE: THE TOWN OF JOHNSTOWN REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVIDERS AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.

3) STREET SIGNAGE: THE OWNER/DEVELOPER IS RESPONSIBLE FOR INSTALLATION OF ALL ROADWAY SIGNAGE, INCLUDING "NO PARKING/FIRE LANE" SIGNAGE, AS REQUIRED BY THE TOWN PUBLIC WORKS/STREETS DEPARTMENT AND/OR APPLICABLE FIRE DISTRICT. THE OWNER SHALL MAINTAIN SAID SIGNAGE.

4) STREET MAINTENANCE. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE DEDICATED ROADWAYS SHOWN ON THIS PLAT WILL NOT BE MAINTAINED BY THE TOWN UNTIL AND UNLESS THE STREETS ARE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE TOWN OF JOHNSTOWN IN EFFECT AT THE DATE CONSTRUCTION PLANS ARE APPROVED BY THE TOWN ENGINEER, AND PROVIDED THAT CONSTRUCTION OF SAID ROADWAY(S) IS STARTED WITHIN ONE (1) YEAR OF THE CONSTRUCTION PLAN APPROVAL. THE OWNER(S), DEVELOPER(S) AND/OR SUBDIVIDERS, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR STREET MAINTENANCE UNTIL SUCH TIME AS THE TOWN ACCEPTS THE RESPONSIBILITY FOR MAINTENANCE AS STATED ABOVE.

5) DRAINAGE LIABILITY. THE TOWN DOES NOT ASSUME ANY LIABILITY FOR DRAINAGE FACILITIES IMPROPERLY DESIGNED OR CONSTRUCTED. THE TOWN REVIEWS DRAINAGE PLANS BUT CANNOT, ON BEHALF OF ANY APPLICANT, OWNER OR DEVELOPER, GUARANTEE THAT FINAL DRAINAGE DESIGN REVIEW AND APPROVAL BY THE TOWN WILL RELIEVE SAID PERSON, HIS SUCCESSORS AND ASSIGNS, FROM LIABILITY DUE TO IMPROPER DESIGN. TOWN APPROVAL OF FINAL PLAT DOES NOT IMPLY APPROVAL OF THE DRAINAGE DESIGN WITHIN THAT PLAT.

6) LANDSCAPE MAINTENANCE. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNERS' ASSOCIATION, METROPOLITAN DISTRICTS, OR ENTITY OTHER THAT THE TOWN IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF PERIMETER FENCING OR WALLS, LANDSCAPING AND LANDSCAPED AREAS AND SIDEWALKS BETWEEN THE PROPERTY LINE AND ANY PAVED ROADWAYS. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST OR ANY ENTITY OTHER THAN THE TOWN. AGREE TO THE RESPONSIBILITY OF MAINTAINING ALL OTHER OPEN SPACE AREAS ASSOCIATED WITH THIS DEVELOPMENT.

7) SIGHT DISTANCE. THE CLEAR VISION ZONE OF A CORNER LOT SHALL BE FREE FROM SHRUBS, GROUND COVERS, BERMS, FENCES, SIGNS, STRUCTURES, PARKED VEHICLES OR OTHER MATERIALS OR ITEMS GREATER THAT THIRTY-SIX (36) INCHES IN HEIGHT FROM THE STREET LEVEL.

SURVEYOR'S CERTIFICATION:

I, READE COLIN ROSELLES, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF **PAUTLER FARMS ESTATES** WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH COLORADO STATE LAW AND IS ACCURATELY REPRESENTED ON THIS PLAT.

DATED THIS _____ DAY OF _____, 2021.

_____
READE COLIN ROSELLES
COLORADO PROFESSIONAL LAND SURVEYOR NO. 37911
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.

Galloway
5265 Ronald Reagan Blvd., Suite 210
Johnstown, CO 80534
970.800.3300
GallowayUS.com

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PAUTLER FARMS ESTATES
BEING A REPLAT OF LOT 1, BLOCK 8 AND TRACT F OF STROH FARM, FILING NO. 6, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, T. 4 N., R. 67 W. OF THE 6TH P.M. TOWN OF JOHNSTOWN, COUNTY OF WELD, COLORADO

#	Date	Issue / Description	Init.
1	4/13/2021	TOWN COMMENTS	AN

Project No:	PFI000001.10
Drawn By:	ACS
Checked By:	RCR
Date:	10/29/2020

PAUTLER FARMS ESTATES

BEING A REPLAT OF LOT 1, BLOCK 8 AND TRACT F OF STROH FARM, FILING NO. 6
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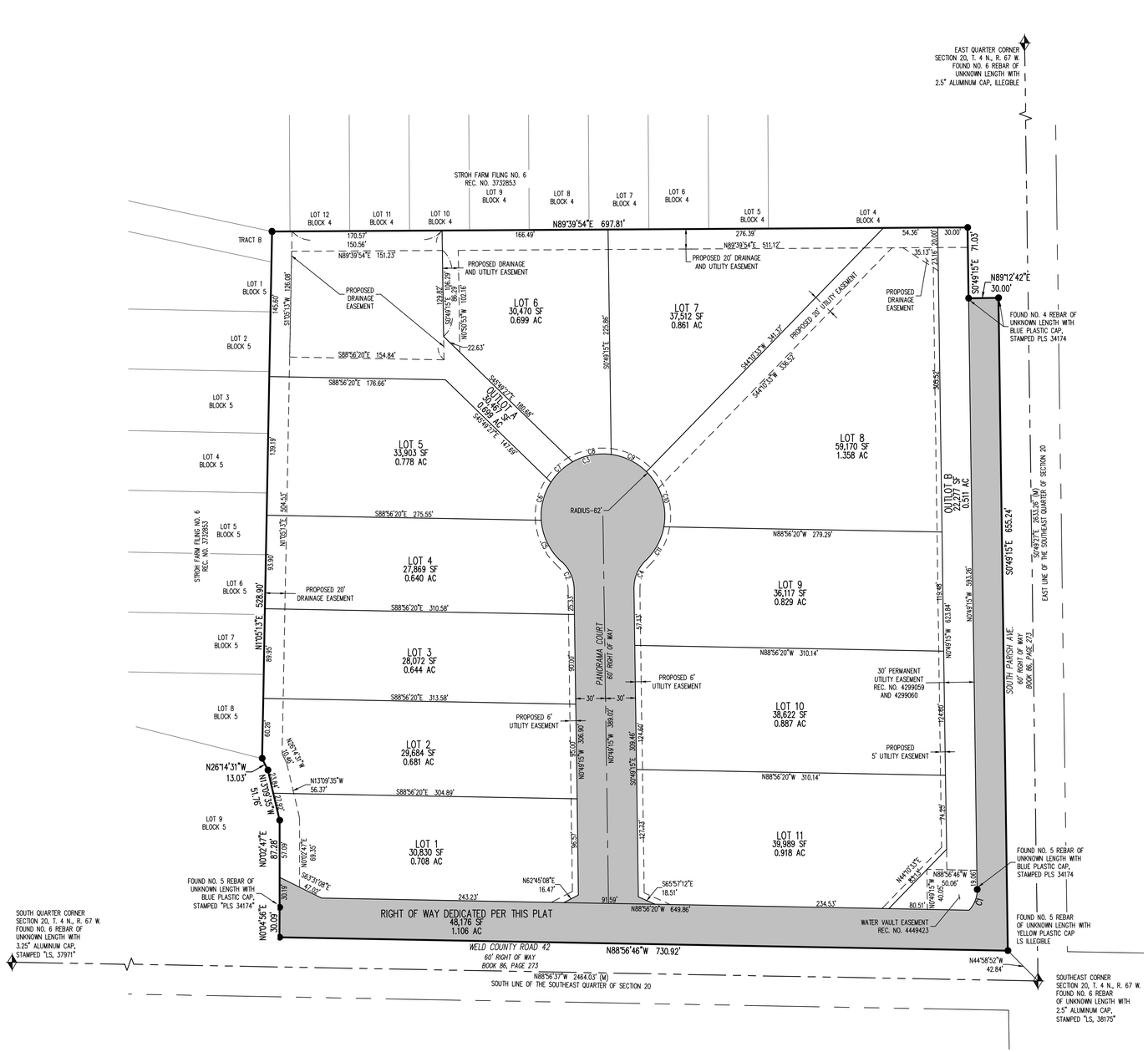
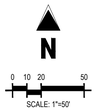
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO





LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- PLSS ALIQUOT LINE
- EXISTING EASEMENT
- ALIQUOT CORNER (AS DESCRIBED)
- FOUND NO. 5 REBAR OF UNKNOWN LENGTH WITH ORANGE PLASTIC CAP, STAMPED 34990 UNLESS OTHERWISE NOTED
- REC. NO. — RECEPTION NUMBER
- DEDICATED RIGHT OF WAY PER THIS PLAT

PARCEL CURVE SEGMENT TABLE

CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	43°41'32"	22.88	30.00	N21°01'31"E	22.33
C2	47°09'23"	31.28	38.00	N24°23'56"W	30.40
C3	274°18'46"	296.83	62.00	S89°10'45"W	84.32
C4	47°09'23"	31.28	38.00	S22°45'27"W	30.40
C5	43°46'44"	47.37	62.00	N26°05'15"W	46.23
C6	36°57'00"	39.98	62.00	N14°16'37"E	39.29
C7	28°01'51"	30.33	62.00	N46°46'02"E	30.03
C8	36°57'34"	39.99	62.00	N79°15'44"E	39.30
C9	36°58'17"	40.01	62.00	S63°46'20"E	39.32
C10	55°36'43"	60.18	62.00	S17°28'51"E	57.84
C11	36°00'38"	38.97	62.00	S28°19'49"W	38.33

Galloway
5265 Ronald Reagan Blvd., Suite 210
Johnstown, CO 80534
970.800.3300
GallowayUS.com

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#	Date	Issue / Description	Init.
1	4/13/2021	TOWN COMMENTS	AN

Project No:	PFI000001.10
Drawn By:	ACS
Checked By:	RCR
Date:	10/29/2020

PRELIMINARY SITE PLANS FOR:

PAUTLER FARMS ESTATES

BEING A REPLAT OF LOT 1, BLOCK 8 AND TRACT F OF STROH FARM, FILING NO. 6
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, T. 4 N., R. 67 W. OF THE 6TH P.M.
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

APRIL 2021

PROJECT TEAM:

DEVELOPER/APPLICANT
PFI Properties I, LLC
7251 W. 70th Street
Greeley, CO 80634

SITE ENGINEER
Galloway & Company
Jamie Setter
5265 Ronald Reagan Blvd., Suite 210
Johnstown, Colorado 80534
970.800.3300

PLANNER
Galloway & Company
Michael Chalona
5265 Ronald Reagan Blvd., Suite 210
Johnstown, Colorado 80534
970.800.3300

PROJECT BENCHMARKS:

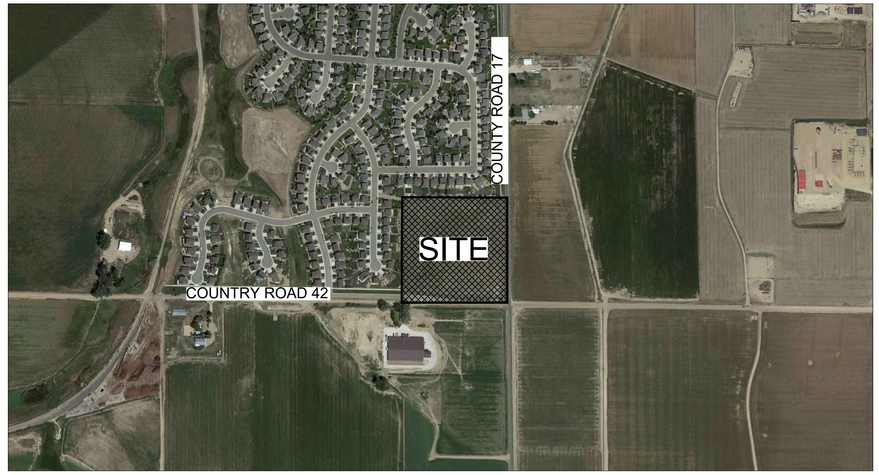
BASIS OF ELEVATION:

THE PROJECT BENCHMARK IS DESIGNATED AS "JOHNSON" HAVING AN ELEVATION OF 5000.32' (NAVD 88).

THE STATION IS LOCATED ABOUT 7 MILES EAST OF LOVELAND, 4 MILES NORTHWEST OF JOHNSTOWN, 0.3 MILES SOUTH OF JOHNSON'S CORNER TRUCK STOP, AT THE NORTHWEST ¼ OF SECTION 35, T5N, R68W, AT INTERSTATE 25 MILEPOST 253.9. OWNERSHIP : COLORADO DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY. TO REACH THE STATION FROM THE INTERSECTION OF INTERSTATE 25 AND COUNTY ROAD, EXIT 254, AT JOHNSON'S CORNER, GO EAST 0.05 MILES TO THE EASTERN ACCESS ROAD. TURN RIGHT, SOUTH, ON THE EASTERN ACCESS ROAD FOR 0.3 MILES TO THE STATION ON THE RIGHT IN A WIDE MEDIAN THE STATION IS A PUNCH HOLE TOP CENTER IN A STEEL ROD IN A GREASED SLEEVE ENCASED IN A PVC PIPE WITH A LOGO CAP SET IN A CONCRETE POST FLUSH WITH THE GROUND. IT IS 180.0 FEET EAST OF THE EASTERN EDGE OF THE NORTH BOUND INTERSTATE. 166.6 FEET SOUTHEAST OF A COTTONWOOD TREE, 67.7 FEET WEST OF THE EASTERN ACCESS ROAD, 2.3 FEET SOUTH OF A WITNESS POST, 2.2 FEET NORTH OF A WITNESS POST AND ABOUT 2 FEET BELOW THE EASTERN ACCESS ROAD.

BASIS OF BEARINGS:

BASIS OF BEARING: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983. BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., CONSIDERED TO BEAR, N89°32'41" E AND MONUMENTED AS SHOWN.



VICINITY MAP

N.T.S.

SHEET INDEX

C0.0	COVER SHEET
C1.0	OVERALL SITE PLAN
L1.0–L1.4	LANDSCAPE PLANS
L1.5	LANDSCAPE NOTES AND DETAILS
IR1.0–IR1.5	IRRIGATION PLAN AND DETAILS

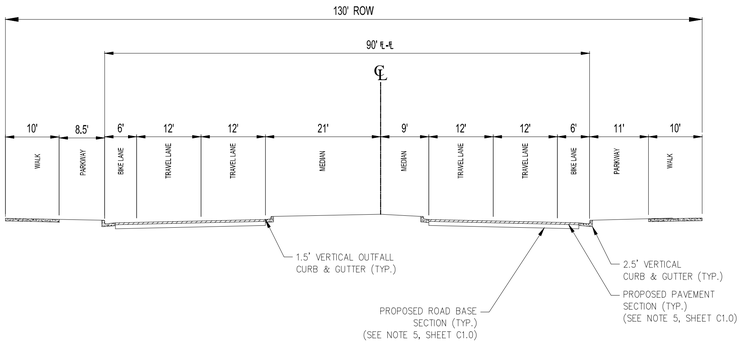
*LANDSCAPE PLANS ARE NOT REVIEWED NOR APPROVED BY TOWN ENGINEER

CAUTION - NOTICE TO CONTRACTOR

1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE FIELD LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POTHOLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.
3. CONTRACTOR RESPONSIBLE FOR AS-BUILT DRAWINGS, TESTS, REPORTS AND/OR ANY OTHER CERTIFICATES OR INFORMATION AS REQUIRED FOR ACCEPTANCE OF WORK FROM TOWN, UTILITY DISTRICTS OR ANY OTHER GOVERNING AGENCY.
4. CONTRACTOR SHALL PROTECT ALL EXISTING SURVEY MONUMENTATION. CONTRACTOR SHALL HAVE LICENSED SURVEYOR REPLACE ANY DAMAGED OR DISTURBED MONUMENTATION AT THEIR COST.

811 Know what's **below.** **Call** before you dig.

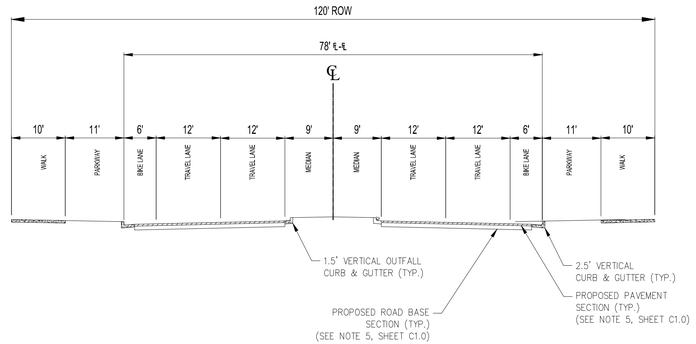
TYPICAL ROAD SECTIONS



MAJOR ARTERIAL STREET (CR-42 ULTIMATE)

WELD COUNTY ROAD 42

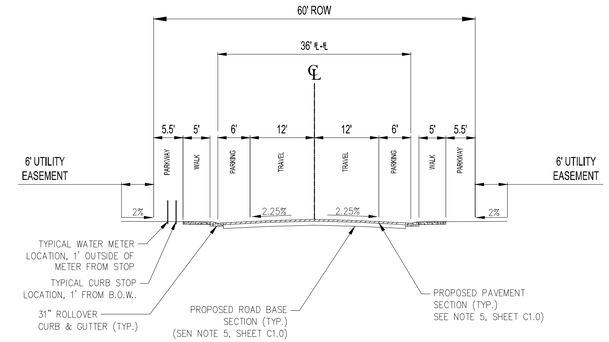
PAUTLER FARMS ESTATES, JOHNSTOWN



MAJOR ARTERIAL STREET (CR-17 ULTIMATE)

WELD COUNTY ROAD 17

PAUTLER FARMS ESTATES, JOHNSTOWN



LOCAL RESIDENTIAL STREET

ROAD A

PAUTLER FARMS ESTATES, JOHNSTOWN

Galloway
5265 Ronald Reagan Blvd., Suite 210
Johnstown, CO 80534
970.800.3300
GallowayUS.com

NOT FOR CONSTRUCTION

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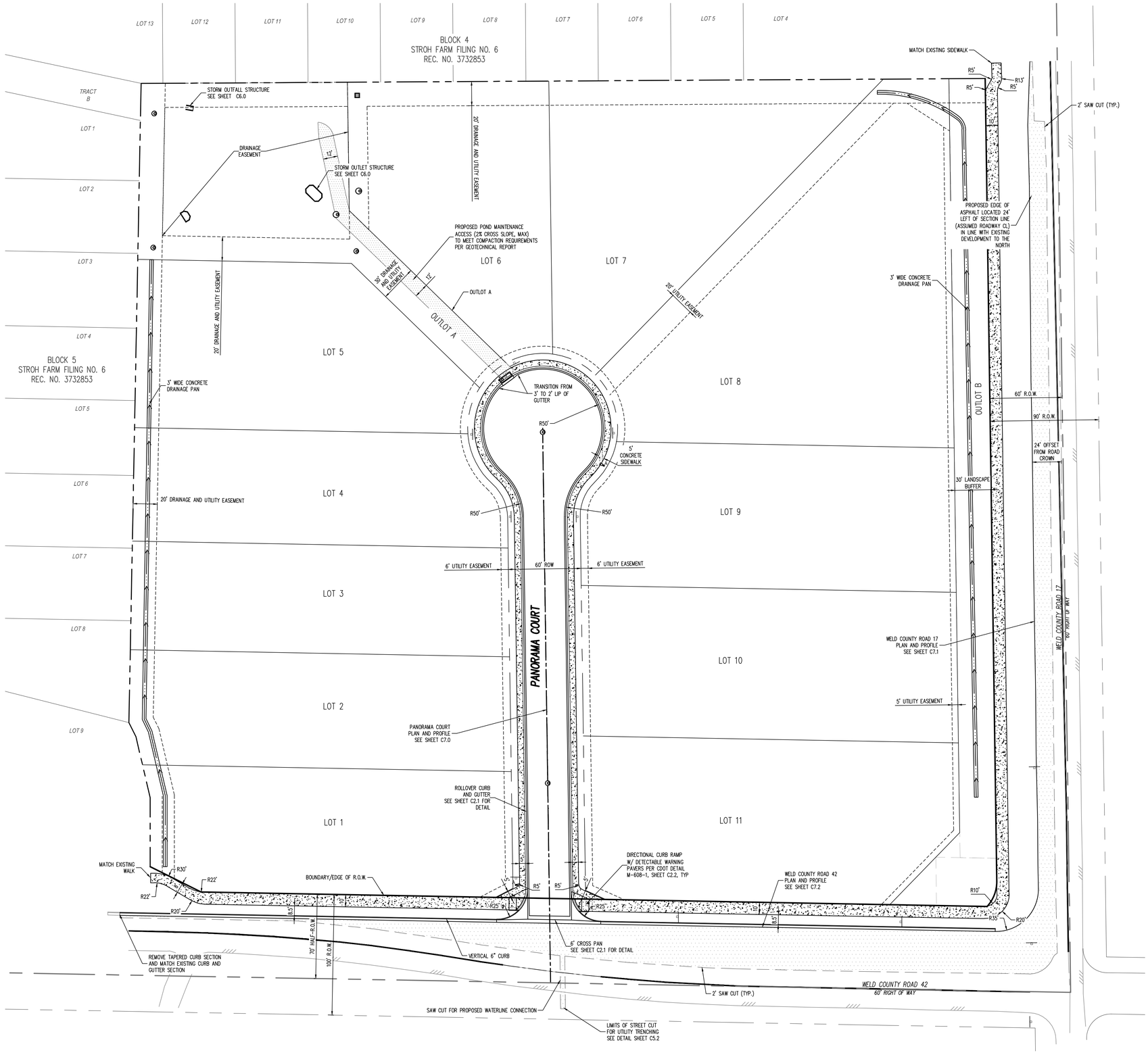
PFI PROPERTIES I, LLC
PAUTLER FARMS ESTATES
JOHNSTOWN, CO

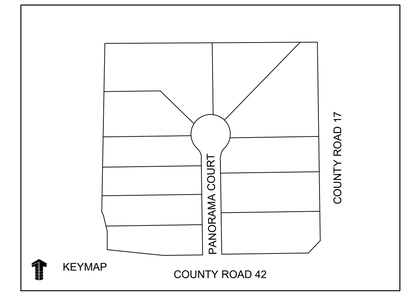
#	Date	Issue / Description	Init.

Project No:	PFI000001.10
Drawn By:	APC
Checked By:	JMS
Date:	04/16/2021

COVER SHEET

C0.0





LEGEND:

- PROPOSED CURB AND GUTTER – CATCH
- PROPOSED CURB AND GUTTER – SPILL
- TRANSITION
- PROPOSED RIGHT-OF-WAY
- PROPOSED LOTLINE
- EASEMENT LINE
- PROPOSED CONCRETE CROSS PAN (TYP.)
- PROPOSED SIDEWALK
- PROPOSED ASPHALT

NOTES:

1. THE SIZE, TYPE AND LOCATION OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THESE DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE OF ALL UNDERGROUND UTILITIES IN THE AREA OF THE WORK BEFORE COMMENCING NEW CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL BE RESPONSIBLE FOR ALL UNKNOWN UNDERGROUND UTILITIES.
2. REFER TO LANDSCAPE PLANS FOR STREET TREE INFORMATION, AND SURVEY DOCUMENTS FOR ADDITIONAL RIGHT-OF-WAY, EASEMENT AND ROADWAY CENTERLINE INFORMATION.
3. ALL DIMENSIONS REFERENCE FLOWLINE, BUILDING OR PROPERTY LINE UNLESS SPECIFIED OTHERWISE.
4. CONTRACTOR TO COORDINATE WITH CIVIL ENGINEER AND ARCHITECT PRIOR TO STAKING BUILDING COORDINATES.
5. A PAVING SECTION DESIGN, SIGNED AND STAMPED BY A COLORADO LICENSED ENGINEER, MUST BE SUBMITTED TO THE LOCAL ENTITY ENGINEER FOR APPROVAL, PRIOR TO ANY STREET CONSTRUCTION ACTIVITY. A MINIMUM OF 6" OF ASPHALT OVER 12" OF ASPHALT BASE COURSE IS REQUIRED, UNLESS THE STAMPED PAVING DESIGN SUPPORTS A LESSER SECTION OF BASE COURSE. NO PAVEMENT DESIGN SHOULD INCLUDE A SECTION OF ASPHALT BASE COURSE LESS THAN 8". THE JOB MIX SHALL BE SUBMITTED FOR APPROVAL PRIOR TO PLACEMENT OF ANY ASPHALT.

N

0 20 40

SCALE: 1"=40'

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OVERALL SITE PLAN

C1.0

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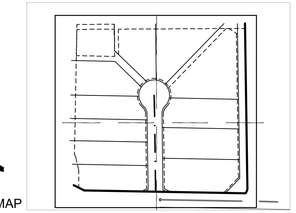

KEYMAP

PLANTING LEGEND

QTY	LEGEND ABBREV.	BOTANIC NAME	COMMON NAME	PLANTING SIZE (MINIMUM)	MATURE SIZE	WATER USE (VL,L,M,H)
DECIDUOUS TREES						
6	CASP	CATALPA SPECIOSA	WESTERN CATALPA	2" CAL. B&B	50'X30'	XERIC
4	GLTR	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'	SHADEMASTER HONEYLOCUST	2" CAL. B&B	50'X35'	XERIC
3	GYDI	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE	2" CAL. B&B	60'X50'	XERIC
2	QUAL	QUERCUS ALBA	WHITE OAK	2" CAL. B&B	40'X40'	XERIC
EVERGREEN TREES						
3	PIAR	PINUS ARISTATA	BRISTLECONE PINE	6' HEIGHT B&B	30'X15'	XERIC
4	PIED	PINUS EDULIS	PINYON PINE	6' HEIGHT B&B	25'X15'	XERIC
ORNAMENTAL TREES						
4	ACTA	ACER TATARICUM 'HOT WINGS'	HOT WINGS MAPLE	1.5" CAL. B&B	25'X20'	XERIC
DECIDUOUS SHRUBS						
22	CACL	CARYOPTERIS X CLANDONENSIS	BLUE MIST SPIREA	#5 CONT. 18-24"	3'X3'	XERIC
16	PEAT	PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	#5 CONT. 18-24"	4'X4'	VL
52	POFR	POTENTILLA FRUTICOSA 'TANGERINE'	TANGERINE POTENTILLA	#5 CONT. 18-24"	2'X3'	XERIC
63	PRPB	PRUNUS BESSEYI 'PAWNEE BUTTES'	PAWNEE BUTTES SAND CHERRY	#5 CONT. 18-24"	18"X6'	XERIC
42	SYPA	SYRINGA PATULA 'MISS KIM'	MISS KIM LILAC	#5 CONT. 18-24"	5'X5'	VL
EVERGREEN SHRUBS						
27	CYPU	CYTISUS PURGAN 'SPANISH GOLD'	SPANISH GOLD BROOM	#5 CONT. 18-24"	4'X6'	VL
16	PIMU	PINUS MUGO 'WHITEBUD'	WHITEBUD MUGO PINE	#6 CONT. 18-24"	3'X4'	XERIC
ORNAMENTAL GRASSES						
61	BOGR	BOUTELOUA GRACILLIS 'BLONDE AMBITION'	BLOND AMBITION BLUE GRAMA	#1 CONT.	24"X24"	XERIC
43	HESE	HELICTOTRICHON SEMPERVIRENS	BLUE AVENA	#1 CONT.	2.5'X2.5'	XERIC
MISCELLANEOUS						
28,337 SF		XERISCAPE SEED MIX	100% LOW GROW MIX. AVAILABLE THROUGH ARKANSAS VALLEY SEED. SEE SEED NOTES SHEET L1.5	SEED		L
19,536 SF		DETENTION BASIN SEED MIX	DETENTION BASIN SEED. SEE SEED NOTES SHEET L1.5	SEED		L
27,805 SF		ROCK COBBLE MULCH	2"-4" ROCK COBBLE MULCH WITH WOOD MULCH RING AROUND ALL PLANT MATERIAL, SEE PLANTING NOTES & DETAILS	MULCH		N/A
AS NEEDED		WOOD MULCH	DARK BROWN SHREDDED CEDAR MULCH TO BE USED FOR MULCH RINGS AT ALL PLANTS	MULCH		N/A
2,046 LF		STEEL EDGING	BLACK STEEL EDGING, SEE LANDSCAPE NOTES	EDGING		N/A

REQUIRED LANDSCAPE CALCULATIONS		AREA	FORMULA	REQUIRED	PROVIDED
OPEN SPACE REQUIREMENTS		28,180 SF	1 TREE & 5 SHRUBS / 4,500 SF (UP TO 30% REQ. SHRUBS MAY BE SUBSTITUTED FOR TREES AT 10:1)	**7 TREES & 31 SHRUBS**	**7 TREES & 143 SHRUBS**
ROW REQUIREMENTS					
	COUNTY ROAD 17	17,994 SF	1 TREE & 5 SHRUBS / 1,000 SF	**18 TREES & 90 SHRUBS**	**18 TREES & 90 SHRUBS**
	COUNTY ROAD 42	1,069 SF	1 TREE & 5 SHRUBS / 1,000 SF	**1 TREES & 5 SHRUBS**	**1TREES & 5 SHRUBS**

*NOTE: ROW TREES/SHRUBS WERE PLANTED ON THE INSIDE OF THE SIDEWALK DUE TO UTILITY CONFLICTS IN THE ROW.

IRRIGATED AREAS

ROW SPRAY: 0 SF
ROW DRIP 0 SF

INTERNAL SPRAY: 0 SF
INTERNAL DRIP: 13,772 SF

TEMPORARY IRRIGATION (SPRAY) UNTIL ESTABLISHMENT: 47,873 SF

GENERAL NOTES

1. ALL FENCING IS TO BE INSTALLED AT THE TIME OF CONSTRUCTION OF EACH INDIVIDUAL LOT.
2. PER JMC 17-113, 1 STREET TREE IS REQUIRED FOR LOTS WITH FRONTAGE OVER 70', 2 FOR LOTS WITH STREET FRONTAGE OVER 70'. THE STREET TREES WILL BE IMPLEMENTED AT THE TIME OF EACH LOT CONSTRUCTION.

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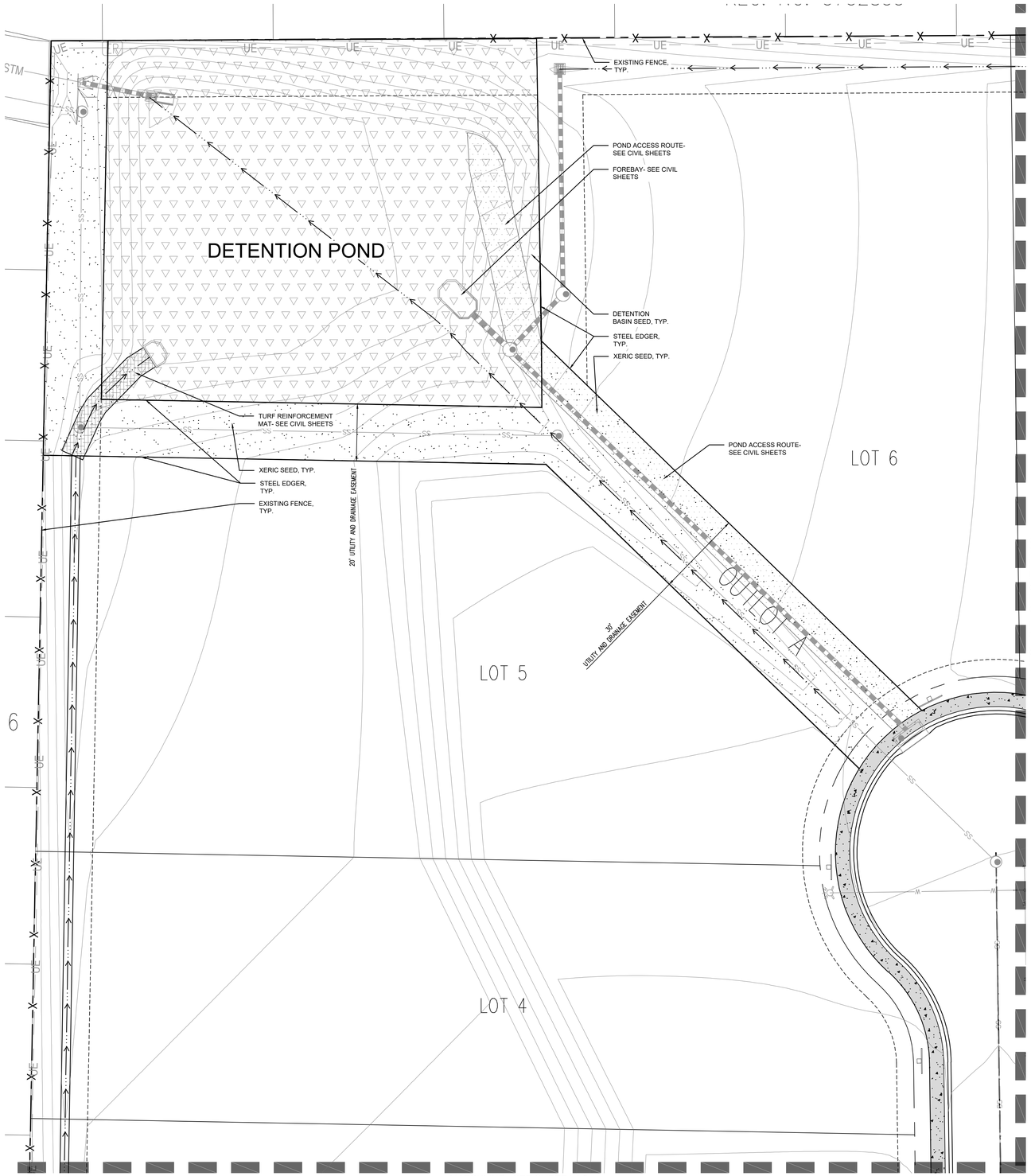
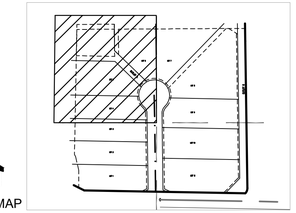
LANDSCAPE PLAN

L1.0





KEYMAP

PLANTING LEGEND

LEGEND

ABBREV.	BOTANIC NAME	COMMON NAME
CASP	CATALPA SPECIOSA	WESTERN CATALPA
GLTR	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'	SHADEMASTER HONEYLOCUST
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	DETENTION BASIN SEED MIX	DETENTION BASIN SEED MIX CONSISTENT WITH REQUIREMENTS BY CITY OF FORT COLLINS. SEE SEED NOTES SHEET L2.0
	ROCK COBBLE MULCH	2"-4" ROCK COBBLE MULCH WITH WOOD MULCH RING AROUND ALL PLANT MATERIAL, SEE PLANTING NOTES & DETAILS
	WOOD MULCH	DARK BROWN SHREDDED CEDAR MULCH TO BE USED FOR MULCH RINGS AT ALL PLANTS
	STEEL EDGING	BLACK STEEL EDGING, SEE LANDSCAPE NOTES

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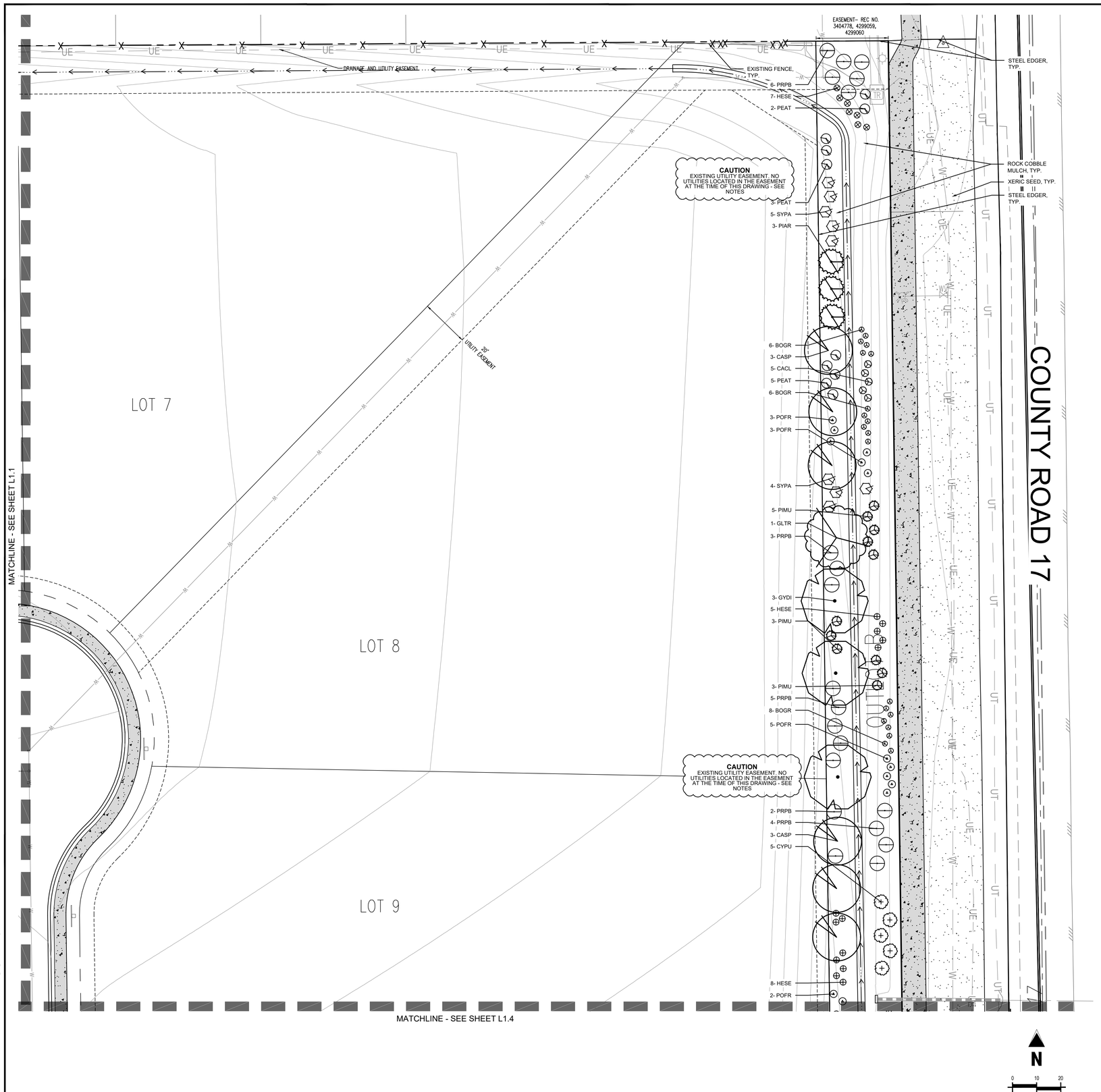
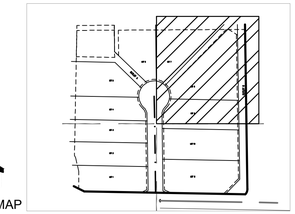
LANDSCAPE PLAN

L1.1





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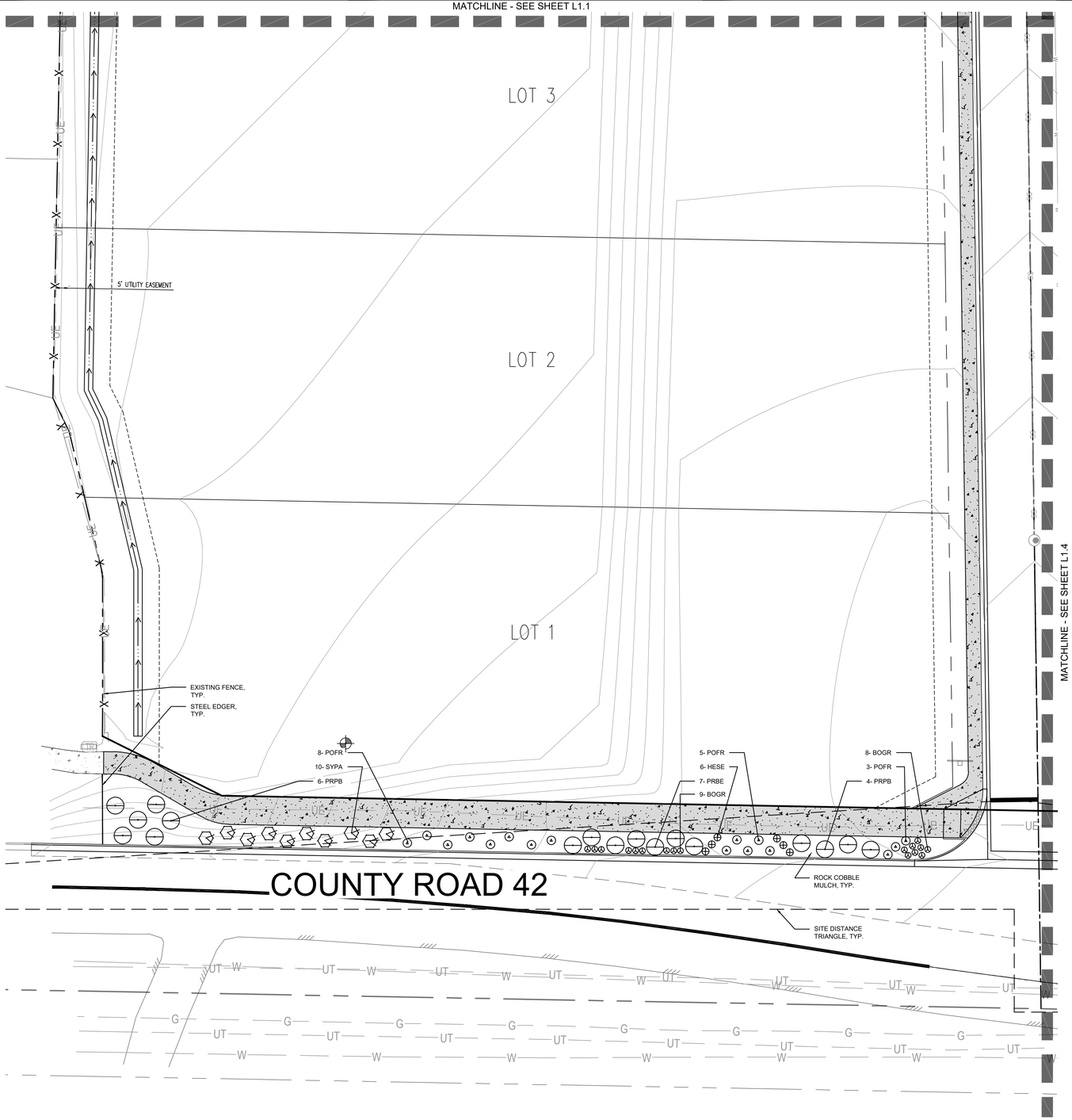

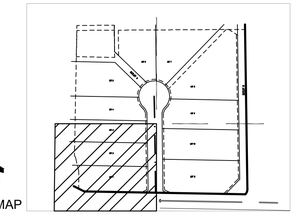

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PFI PROPERTIES I, LLC
PAUTLER FARMS ESTATES

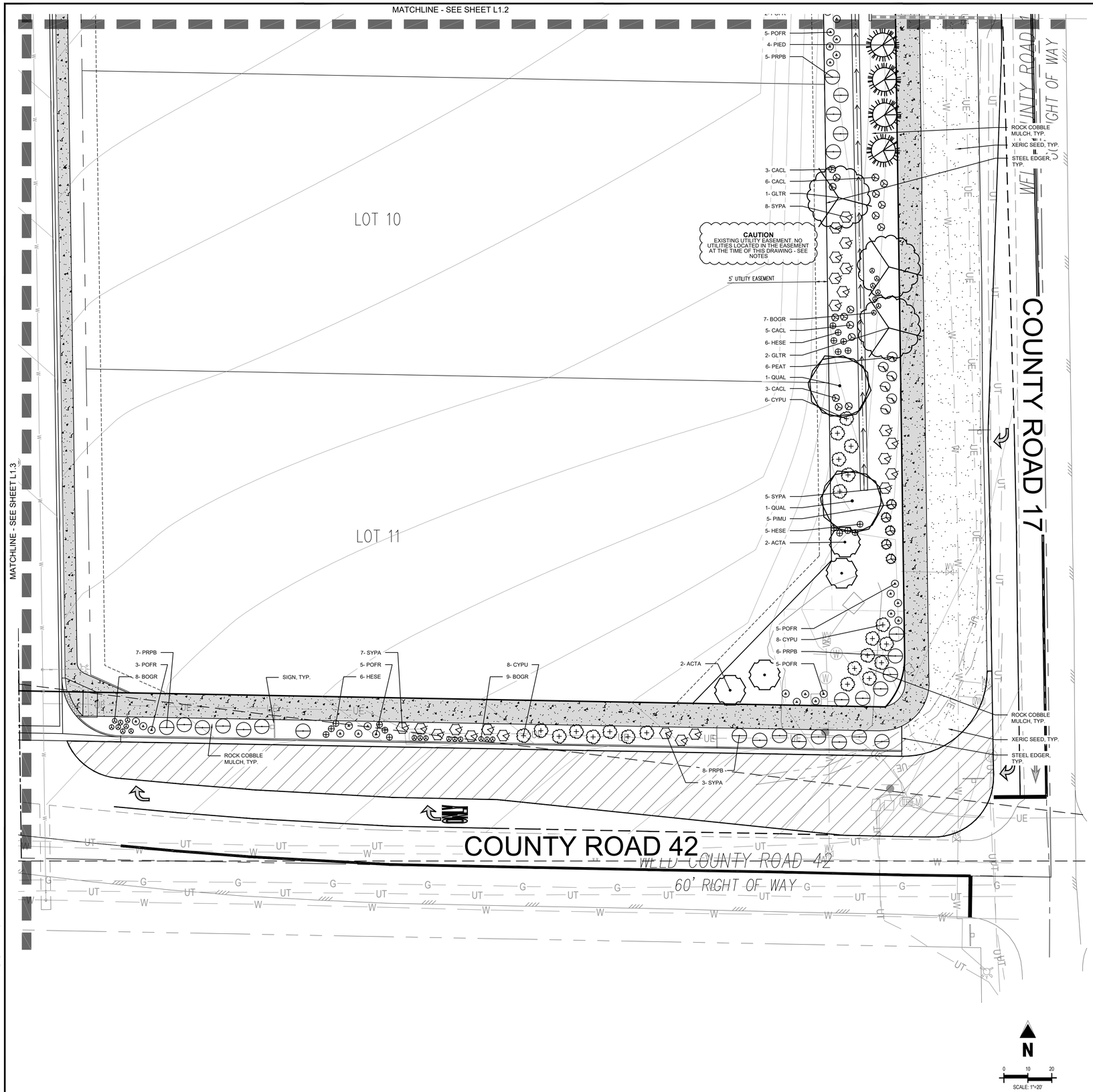
JOHNSTOWN, CO

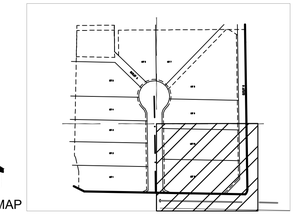
#	Date	Issue / Description	Init.

Project No:	PFI000001.10
Drawn By:	APC
Checked By:	JMS
Date:	02/19/2021

LANDSCAPE PLAN

L1.3





PLANTING LEGEND

LEGEND

ABBREV.	BOTANIC NAME	COMMON NAME
CASP	CATALPA SPECIOSA	WESTERN CATALPA
GLTR	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'	SHADEMASTER HONEYLOCUST
GYDI	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE
QUAL	QUERCUS ALBA	WHITE OAK
PIAR	PINUS ARISTATA	BRISTLECONE PINE
PIED	PINUS EDULIS	PINYON PINE
ACTA	ACER TATARICUM 'HOT WINGS'	HOT WINGS MAPLE
CACL	CARYOPTERIS X CLANDONENSIS	BLUE MIST SPIREA
PEAT	PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE
POFR	POTENTILLA FRUTICOSA 'TANGERINE'	TANGERINE POTENTILLA
PRPB	PRUNUS BESSEYI 'PAWNEE BUTTES'	PAWNEE BUTTES SAND CHERRY
SYPA	SYRINGA PATULA 'MISS KIM'	MISS KIM LILAC
CYPU	CYTISUS PURGAN 'SPANISH GOLD'	SPANISH GOLD BROOM
PIMU	PINUS MUGO 'WHITEBUD'	WHITEBUD MUGO PINE
BOGR	BOUTELOUA GRACILLIS 'BLONDE AMBITION'	BLOND AMBITION BLUE GRAMA
HESE	HELICTOTRICHON SEMPERVIRENS	BLUE AVENA
	XERISCAPE SEED MIX	100% LOW GROW MIX. AVAILABLE THROUGH ARKANSAS VALLEY SEED. SEE SEED NOTES SHEET L2.0
	DETENTION BASIN SEED MIX	DETENTION BASIN SEED MIX CONSISTENT WITH REQUIREMENTS BY CITY OF FORT COLLINS. SEE SEED NOTES SHEET L2.0
	ROCK COBBLE MULCH	2"-4" ROCK COBBLE MULCH WITH WOOD MULCH RING AROUND ALL PLANT MATERIAL, SEE PLANTING NOTES & DETAILS
	WOOD MULCH	DARK BROWN SHREDDED CEDAR MULCH TO BE USED FOR MULCH RINGS AT ALL PLANTS
	STEEL EDGING	BLACK STEEL EDGING, SEE LANDSCAPE NOTES

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#	Date	Issue / Description	Init.

Project No:	PFI000001.10
Drawn By:	APC
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Date:	02/19/2021

LANDSCAPE PLAN

L1.4

PLANTING NOTES

GENERAL

1. ALL WORK SHALL CONFORM TO ALL APPLICABLE STATE AND LOCAL CODES, STANDARDS, AND SPECIFICATIONS.
2. LANDSCAPE DESIGN IS DIAGRAMMATIC IN NATURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN TAKEOFFS AND QUANTITY CALCULATIONS. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE LANDSCAPE LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN SHALL TAKE PRECEDENCE AND NOTIFY THE LANDSCAPE ARCHITECT OF THESE DISCREPANCIES. MINOR ADJUSTMENTS TO THE LANDSCAPE MATERIAL AND LOCATIONS MAY BE PROPOSED FOR TOWN CONSIDERATION AT THE CONSTRUCTION DOCUMENT STAGE TO RESPOND TO MARKET AND FIELD CONDITIONS. HOWEVER, THERE SHALL BE NO REDUCTION IN THE NUMBER AND SIZE OF MATERIALS.
3. CONTRACTOR SHALL MAKE HIMSELF AWARE OF THE LOCATIONS OF EXISTING AND PROPOSED UTILITIES, AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE UTILITIES AND/OR ANY INJURY TO ANY PERSON. THIS DRAWING IS PART OF A COMPLETE SET OF CONTRACT DOCUMENTS. UNDER NO CIRCUMSTANCES SHOULD THIS PLAN BE USED FOR CONSTRUCTION PURPOSES WITHOUT EXAMINING ACTUAL LOCATIONS OF UTILITIES ON SITE AND REVIEW ALL RELATED PLANS AND DOCUMENTS.
4. ALL UTILITY EASEMENTS SHALL REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR MAINTENANCE EQUIPMENT.
5. THE CONTRACTOR SHALL TAKE EXTREME CARE NOT TO DAMAGE ANY EXISTING PLANTS INDICATED AS "TO REMAIN". ANY SUCH PLANTS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED WITH THE SAME SPECIES, SIZE, AND QUANTITY AT THE CONTRACTOR'S OWN EXPENSE, AND AS ACCEPTABLE TO THE OWNER. REFER TO THE TREE PROTECTION NOTES ON THE PLANS (AS APPLICABLE).
6. LANDSCAPE CONTRACTOR SHALL EXAMINE THE SITE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND NOTIFY THE GENERAL CONTRACTOR IN WRITING OF UNSATISFACTORY CONDITIONS. IF SITE CONDITIONS OR PLANT AVAILABILITY REQUIRE CHANGES TO THE PLAN, THEN AN APPROVAL WILL BE OBTAINED FROM THE TOWN. DO NOT PROCEED UNTIL CONDITIONS HAVE BEEN CORRECTED.
7. ALL CONSTRUCTION DEBRIS AND MATERIAL SHALL BE REMOVED AND CLEANED OUT PRIOR TO INSTALLATION OF TOPSOIL, TREES, SHRUBS, AND TURF.
8. FOR ALL INFORMATION ON SURFACE MATERIAL OF WALKS, DRIVES, AND PARKING LOTS, SEE THE SITE PLAN. SEE PHOTOMETRIC PLAN FOR FREE STANDING LIGHTING INFORMATION.
9. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.
10. WINTER WATERING SHALL BE AT THE EXPENSE OF THE CONTRACTOR UNTIL SUCH TIME AS FINAL ACCEPTANCE IS RECEIVED.
11. ALL LANDSCAPE CONSTRUCTION PRACTICES, WORKMANSHIP, AND ETHICS SHALL, BE IN ACCORDANCE WITH INDUSTRY STANDARDS SET FORTH IN THE CONTRACTORS HANDBOOK PUBLISHED BY THE COLORADO LANDSCAPE CONTRACTORS ASSOCIATION.
12. LANDSCAPE AND IRRIGATION WORK SHALL BE COMPLETED PRIOR TO THE ISSUANCE OF THE FINAL CERTIFICATE OF OCCUPANCY.

FINISH GRADING AND SOIL PREPARATION

13. CONTRACTOR SHALL CONSTRUCT AND MAINTAIN FINISH GRADES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GEOTECHNICAL REPORT, THE GRADING PLANS, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND OWNER.
14. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, IT IS RECOMMENDED THAT THE CONTRACTOR SHALL HAVE SOIL SAMPLES TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY FOR THE FOLLOWING: GENERAL SOIL FERTILITY, PH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT. EACH SAMPLE SUBMITTED SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL. CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): GENERAL SOIL PREPARATION AND BACKFILL MIXES, PRE-PLANT FERTILIZER APPLICATIONS, AND ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
15. THE CONTRACTOR SHALL RECOMMEND INSTALLATION OF SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT FOR THE THE OWNER/OWNER'S REPRESENTATIVE CONSIDERATION.
16. AT A MINIMUM, ALL TOPSOIL SHALL BE AMENDED WITH NITROGEN STABILIZED ORGANIC AMENDMENT COMPOST AT A RATE OF 5.0 CUBIC YARDS AND AMMONIUM PHOSPHATE 16-20-0 AT A RATE OF 15 POUNDS PER THOUSAND SQUARE FEET OF LANDSCAPE AREA. COMPOST SHALL BE MECHANICALLY INTEGRATED INTO THE TOP 6" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING. GROUND COVER & PERENNIAL BED AREAS SHALL BE AMENDED AT A RATE OF 8 CUBIC FEET PER THOUSAND SQUARE FEET OF NITROGEN STABILIZED ORGANIC AMENDMENT AND 10 LBS. OF 12-12-12 FERTILIZER PER CU. YD., ROTOTILLED TO A DEPTH OF 8". NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED FOR ORGANIC AMENDMENTS.

PLANTING

17. ALL DECIDUOUS TREES SHALL HAVE FULL, WELL-SHAPED HEADS/ALL EVERGREENS SHALL BE UNSHEARED AND FULL TO THE GROUND; UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
18. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT SHALL BE THE SOLE JUDGE AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
19. ALL TREES SHALL BE GUYED AND WOOD STAKED AS PER DETAILS. NO 'T-STAKES' SHALL BE USED FOR TREES.
20. ALL PLANT MATERIALS SHALL BE TRUE TO TYPE, SIZE, SPECIES, QUALITY, AND FREE OF INJURY, BROKEN ROOT BALLS, PESTS, AND DISEASES, AS WELL AS CONFORM TO THE MINIMUM REQUIREMENTS DESCRIBED IN THE "AMERICAN STANDARD FOR NURSERY STOCK". FOLLOW GREENCO TREE PLANTING RECOMMENDATIONS FOR MINIMUM QUALITY REQUIREMENTS FOR TREES.
21. ALL TREE AND SHRUB BED LOCATIONS ARE TO BE STAKED OUT ON SITE FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
22. ALL TREES PLANTED ADJACENT TO PUBLIC AND/OR PEDESTRIAN WALKWAYS SHALL BE PRUNED CLEAR OF ALL BRANCHES BETWEEN GROUND AND A HEIGHT OF EIGHT (8) FEET FOR THAT PORTION OF THE PLAN LOCATED OVER THE SIDEWALK AND/OR ROAD.
23. ALL PLANT MATERIAL SHALL NOT BE PLANTED PRIOR TO INSTALLATION OF TOPSOIL.
24. ALL PLANT BEDS SHALL BE CONTAINED WITH STEEL EDGER. STEEL EDGER IS NOT REQUIRED ALONG CURBS, WALKS OR BUILDING FOUNDATIONS. ALL EDGING SHALL OVERLAP AT JOINTS A MINIMUM OF 6-INCHES, AND SHALL BE FASTENED WITH A MINIMUM OF 4 PINS PER EACH 10 FOOT SECTION. THE TOP OF ALL EDGING MATERIAL SHALL BE A ROLLED TOP AND 1/2 INCH ABOVE THE FINISHED GRADE OF ADJACENT LAWN OR MULCH AREAS. COLOR: BLACK.
25. THE DEVELOPER, HIS SUCCESSOR, OR ASSIGNEE SHALL BE RESPONSIBLE FOR ESTABLISHING AND CONTINUING A REGULAR PROGRAM OF MAINTENANCE FOR ALL LANDSCAPED AREAS. SEE LANDSCAPE GUARANTEE AND MAINTENANCE NOTE.
26. A 3-FOOT CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF ALL FIRE HYDRANTS.
27. LANDSCAPE CONTRACTOR TO SUBMIT SAMPLES OF MISCELLANEOUS LANDSCAPING MATERIALS TO THE LANDSCAPE ARCHITECTS AND OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION, IE.; MULCH, EDGER, LANDSCAPE FABRIC, ETC.

MULCHING

28. AFTER ALL PLANTING IS COMPLETE, THE CONTRACTOR SHALL INSTALL A MINIMUM 4" THICK LAYER OF MULCH AS SPECIFIED IN THE PLANTING LEGEND. INSTALL A 4" THICK RING OF DOUBLE SHREDDED CEDAR BARK MULCH AROUND ALL PLANT MATERIAL IN ROCK MULCH BEDS WHERE LANDSCAPING IS SHOWN ON THE PLANS. WOOD MULCH RING SIZE SHALL BE THE CONTAINER SIZE OF THE SHRUBS, PERENNIALS, AND ORNAMENTAL GRASSES. TREE RING SIZE SHALL BE GREEN INDUSTRIES OF COLORADO INDUSTRY STANDARD WIDTH.
29. ALL MULCH SHALL BE HARVESTED IN A SUSTAINABLE MANNER FROM A LOCAL SOURCE.
30. INSTALL DEWITT PRO-5 WEED BARRIER FABRIC UNDER ALL ROCK MULCH SHRUB BEDS SPECIFIED ON THE PLANS ONLY. NO LANDSCAPE FABRIC SHALL BE USED IN WOOD MULCH AREAS. NO PLASTIC WEED BARRIERS SHALL BE SPECIFIED.
31. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED.
32. ALL PLANTING AREAS WITH LESS THAN A 4:1 GRADIENT SHALL RECEIVE A LAYER OF MULCH, TYPE AND DEPTH PER PLANS. SUBMIT 1 CUBIC FOOT SAMPLE OF MULCH (ONE SAMPLE PER TYPE) TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. THE MULCH SHALL BE SPREAD EVENLY THROUGHOUT ALL PLANTING AREAS EXCEPT SLOPES 4:1 OR STEEPER, OR AS OTHERWISE DENOTED ON THE PLAN. ABSOLUTELY NO EXPOSED GROUND SHALL REMAIN IN AREAS TO RECEIVE MULCH AFTER MULCH HAS BEEN INSTALLED.
33. ALL PLANTING AREAS ON SLOPES OVER 4:1 SHALL RECEIVE COCONUT FIBER EROSION CONTROL NETTING FROM ROLLS. NETTING SHALL BE #CT-125, AS MANUFACTURED BY NORTH AMERICAN GREEN (OR EQUAL). INSTALL AND STAKE PER MANUFACTURER'S SPECIFICATIONS. SEE ALSO THE CIVIL ENGINEER'S EROSION CONTROL PLAN.

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IRRIGATION CONCEPT

1. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF FINAL INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A QUALIFIED IRRIGATION CONTRACTOR.
2. THE IRRIGATION SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE WATER SOURCE IF APPLICABLE.
3. ALL NON-TURF/SEED PLANTED AREAS WILL BE DRIP IRRIGATED. TURF SOD/SEED SHALL RECEIVE POP-UP SPRAY IRRIGATION FOR HEAD TO HEAD COVERAGE.
4. ALL PLANTS SHARING SIMILAR HYDROZONE CHARACTERISTICS SHALL BE PLACED ON A VALVE DEDICATED TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROZONE.
5. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED, TO THE MAXIMUM EXTENT POSSIBLE, TO CONSERVE WATER BY USING THE FOLLOWING DEVICES AND SYSTEMS: MATCHED PRECIPITATION RATE TECHNOLOGY ON ROTOR AND SPRAY HEADS (WHEREVER POSSIBLE), RAIN SENSORS, AND SMART MULTI-PROGRAM COMPUTERIZED IRRIGATION CONTROLLERS FEATURING SENSORY INPUT CAPABILITIES.

LANDSCAPE GUARANTEE AND MAINTENANCE

1. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S ACCEPTANCE. THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
2. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A NEAT, CLEAN, AND HEALTHY CONDITION FOR A PERIOD OF 90 DAYS. THIS SHALL INCLUDE PROPER PRUNING, MOWING AND AERATION OF LAWNS, WEEDING, REPLACEMENT OF MULCH, REMOVAL OF LITTER, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. IRRIGATION SHALL BE MAINTAINED IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON AND TO MAXIMIZE WATER CONSERVATION. IF SITE OPENS DURING WINTER, TO AVOID FREEZE DAMAGE ON PLANTINGS, THE 90 DAYS SHOULD BEGIN AFTER ACCEPTANCE OF THE WORK.
3. DURING THE LANDSCAPE MAINTENANCE PERIOD, THE LANDSCAPE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM STRUCTURES IN ALL LANDSCAPE AREAS AT THE MINIMUM SLOPE SPECIFIED IN THE GEOTECHNICAL REPORT. LANDSCAPE AREAS WHICH SETTLE AND CREATE THE POTENTIAL FOR PONDING SHALL BE REPAIRED TO ELIMINATE PONDING POTENTIAL AND BLEND IN WITH THE SURROUNDING GRADES. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GEOTECHNICAL REPORT, THE GRADING PLANS, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND OWNER.

SEED NOTES

1. LOW GROW AND LOW GROW WILDFLOWER SEED MIXES ARE AVAILABLE THROUGH ARKANSAS VALLEY SEED COMPANY:

   DETENTION BASIN SEED MIX IS DESCRIBED BELOW.

2. ALL SEED APPLICATIONS SHALL BE DRILL SEEDED, WITH HYDROSLURRY APPLIED OVER THE SEED BED AFTER SEEDING. THE SLURRY MIX SHALL CONTAIN THE FOLLOWING:

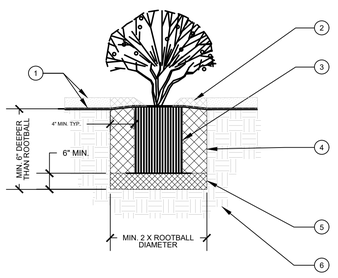
	LBS./1,000 SF
WOOD FIBER MULCH	46
15-15-15 ORGANIC FERTILIZER	9
ORGANIC BINDER	4

SEED ESTABLISHMENT NOTES

1. THE LANDSCAPE CONTRACTOR SHALL SEED ALL XERIC SEED AREAS AS SOON AS POSSIBLE AFTER COMPLETION OF GRADING OPERATIONS. SOIL PREPARATION MEASURES IN AREAS TO BE SEEDED SHALL BE COMPLETED PRIOR TO SEEDING.
2. FOR PROPER ESTABLISHMENT, SEED SHALL BE INSTALLED WHEN AT LEAST THREE MONTHS REMAIN IN THE GROWING SEASON. IF LESS THAN THREE MONTHS REMAIN IN THE GROWING SEASON AT THE TIME OF SEEDING, THE LANDSCAPE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT AND OWNER. THE IRRIGATION SYSTEM FOR SEEDED AREAS SHALL BE FULLY OPERATIONAL AT THE TIME OF SEEDING.
3. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ADDITIONAL CORRECTIVE MEASURES, AT HIS OWN COST, TO SATISFY ESTABLISHMENT REQUIREMENTS AND ENSURE TIMELY CLOSEOUT.

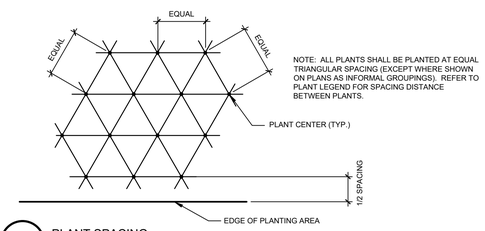
'DETENTION BASIN MIX'

LBS(PLS) / AC	SCIENTIFIC NAME	COMMON NAME
0.17	COREOPSIS TINCTORIA	PLAINS COREOPSIS
0.65	DALEA CANDIDA	WHITE PRAIRIE CLOVER
0.81	DALEA PURPUREA	PURPLE PRAIRIE CLOVER
1.85	GAILLARDIA ARISTATA	INDIAN BLANKETFLOWER
0.2	RATIBIDA COLUMNIFERA	MEXICAN HAT
1.13	ACHNATHERUM HYMENOIDES	INDIAN RICEGRASS
1.15	BOUTELOUA CURTIPENDULA	SIDEOATS GRAMA
3.27	BOUTELOUA DACTYLOIDES	BUFFALOGRASS
0.25	BOUTELOUA GRACILIS	BLUE GRAMA
0.35	DISTICHLIS STRICTA	INLAND SALTGRASS
0.95	ELYMUS ELYMOIDES	BOTTLEBRUSH SQUIRRELTAIL
1.36	ELYMUS LANCEOLATUS SSP. LANCEOLATUS	STREAMBANK WHEATGRASS
0.08	KOELERIA MACRANTHA	PRAIRIE JUNEGRASS
1.61	PASCOPYRUM SMITHII	WESTERN WHEATGRASS
0.7	SCHIZACHYRIUM SCOPARIUM	LITTLE BLUESTEM



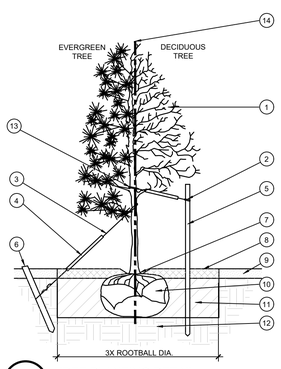
1. FINISH GRADE. SEE PLANTING PLAN FOR GROUND COVER TREATMENT
2. SHREDDED BARK MULCH, 3" MIN. DEPTH, ROUGHLY THE EXTENTS OF ROOTBALL
3. PLANT ROOT BALL. SET TOP ROOTBALL 2" ABOVE ADJECENT GRADE. IN BERMED AREAS SET ROOTBALL 2" ABOVE LOWER ADJECENT GRADE - INSTALL WATER RING (2 - 3" HT.)
4. BACKFILL MIX (PER PLANTING SPECIFICATIONS). AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS. JET BACKFILL WITH WATER TO ELIMINATE VOIDS.
5. COMPACTED BACKFILL MIX (75%).
6. UNDISTURBED NATIVE SOIL.

1 SHRUB AND PERENNIAL DETAIL
SCALE: NOT TO SCALE



NOTE: ALL PLANTS SHALL BE PLANTED AT EQUAL TRIANGULAR SPACING (EXCEPT WHERE SHOWN ON PLANS AS INFORMAL GROUPINGS). REFER TO PLANT LEGEND FOR SPACING DISTANCE BETWEEN PLANTS.

3 PLANT SPACING
SCALE: NOT TO SCALE

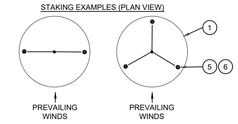


1. TREE CANOPY.
2. NYLON TREE STRAPS AT ENDS OF WIRES - SECURE TO STAKE OR DEADMEN WITH NAILS.
3. 12 GAUGE GALVANIZED WIRE. SECURE TO TRUNK JUST ABOVE LOWEST MAJOR BRANCHES.
4. 24" X 3/4" P.V.C. MARKERS OVER WIRES.
5. PRESSURE-TREATED WOOD STAKE, 2" DIA. EXTEND STAKES 12" MIN. INTO UNDISTURBED SOIL.
6. PRESSURE-TREATED WOOD DEADMEN, TWO PER TREE (MIN.). BURY OUTSIDE OF PLANTING PIT AND 18" MIN. INTO UNDISTURBED SOIL.
7. TRUNK FLARE.
8. WOOD MULCH TREE RING 3' DIA MIN. TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 3" OF TRUNK.
9. FINISH GRADE. SEE PLANTING PLAN FOR GROUND COVER TREATMENT
10. ROOT BALL-SEE NOTE 3, THIS DETAIL
11. BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
12. UNDISTURBED NATIVE SOIL
13. SOFT VELCRO, OR OTHER FABRIC WRAP
14. CENTRAL LEADER, SEE PLANTING NOTES

NOTES:

1. SCARIFY SIDES OF PLANTING PIT PRIOR TO SETTING TREE.
2. REMOVE EXCESS SOIL APPLIED ON TOP OF THE ROOTBALL THAT COVERS THE ROOT FLARE. THE PLANTING HOLE DEPTH SHALL BE SUCH THAT THE ROOTBALL RESTS ON UNDISTURBED SOIL, AND THE ROOT FLARE IS 3"-5" ABOVE FINISH GRADE.
3. CUT OFF BOTTOM 1/3 OF WIRE BASKET BEFORE PLACING TREE IN HOLE. CUT OFF AND REMOVE REMAINDER OF BASKET AFTER TREE IS SET IN HOLE. REMOVE ALL NYLON TIES, TWINE, ROPE, AND OTHER PACKING MATERIAL. REMOVE ALL BURLAP FROM AROUND ROOTBALL.
4. TREE WRAP IS NOT TO BE USED ON ANY NEW PLANTINGS, EXCEPT IN LATE FALL PLANTING SITUATIONS, AND ONLY THEN AFTER CONSULTATION WITH THE LANDSCAPE ARCHITECT. WHEN WRAPPING TREE, WRAP FROM TRUNK FLARE TO LOWEST MAJOR BRANCH.
5. REMOVE ALL NURSERY STAKES AFTER PLANTING.
6. FOR TREES OVER 3" CALIPER, USE THREE STAKES OR DEADMEN (AS APPROPRIATE), SPACED EVENLY AROUND TREE.
7. DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING.

STAKING EXAMPLES (PLAN VIEW)



2 TREE PLANTING DETAIL
SCALE: NOT TO SCALE

CALL UTILITY NOTIFICATION CENTER OF COLORADO
811
Know what's below. Call before you dig.
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

Galloway
5265 Ronald Reagan Blvd., Suite 210
Johnstown, CO 80534
970.800.3300
GallowayUS.com

NOT FOR CONSTRUCTION

COPYRIGHT
THESE PLANS ARE AN INSTRUMENT OF SERVICE AND ARE THE PROPERTY OF GALLOWAY, AND MAY NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF GALLOWAY. COPYRIGHTS AND INFRINGEMENTS WILL BE ENFORCED AND PROSECUTED.

PFI PROPERTIES I, LLC
PAUTLER FARMS ESTATES
JOHNSTOWN, CO

#	Date	Issue / Description	Init.

Project No:	PFI000001.10
Drawn By:	APC
Checked By:	JMS
Date:	02/19/2021

LANDSCAPE PLAN

L1.5

H:\PFI\Properties\CO_Johnstown - PFI\01-Work Forms\CB-FA and CR\TAC\DOC\CD\PFI01_L1.5_Landscape Plan.dwg, Alexander Sobrino, 4/14/2021

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF PAUTLER FARMS ESTATES

WELD COUNTY, COLORADO
(A PLANNED COMMUNITY)

This Declaration of Protective Covenants, Conditions, Restrictions and Easements of Pautler Farms Estates, Weld County, Colorado, is made the date hereinafter set forth by PFI Properties I LLC, a Colorado limited liability company, hereinafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of real property situate in the County of Weld, State of Colorado, more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, the Declarant desires to provide for the preservation of the values in the Property for the community that is to reside therein and, to such end, desires to subject the Property to the covenants, conditions, restrictions, easements, reservations, rights-of-way, charges, liens, equitable servitudes and other provisions hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner of all or any portion thereof, their heirs, successors administrators, grantees and assigns;

WHEREAS, a common interest community may be created pursuant to the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101 et seq., as amended (the "Act"), only by recording a declaration executed in the same manner as a deed. The declaration must be recorded in every county in which any portion of the common interest community is located and must be indexed in the grantee's index in the name of the common interest community and in the name of the association, and in the grantor's index in the name of each person executing the declaration. No common interest community is created until the plat or map for the common interest community is recorded;

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values in said community, to create an entity which shall have the obligation and powers of administering the community and enforcing the covenants and restrictions; and

WHEREAS, Declarant has incorporated or will incorporate under the laws of the State of Colorado, as a nonprofit corporation, the Pautler Farms Estates, for the purposes of exercising the functions aforesaid.

NOW, THEREFORE, the Declarant declares that all of the Property is and shall be held, transferred, sold, conveyed and occupied subject to the following terms, restrictions, limitations, uses, liens, charges, covenants, conditions, obligations and easements, which are for the purpose of protecting the value and desirability of, and which shall run with the Property, and shall inure

to the benefit of and be binding on all parities having any right, title or interest in the Property or any part thereof, their heirs, grantees, personal representatives, executors, administrators, devisees, successors and assigns, and shall inure to the benefit of each owner of all or any portion thereof. Declarant intends that the common interest community created by this Declaration will initially be a planned community with residential uses, but may also include condominiums in the future.

ARTICLE I
DEFINITIONS

Section 1.1. “Allocated Interests” shall mean the Common Expense Liability and votes in the Association allocated to each Lot. The Allocated Interest for each Lot shall be a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots within the Project from time to time. The Allocated Interest for each Lot is subject to decrease with the annexation of additional property, if any, to this Project, as provided herein.

Section 1.2. “Architectural Guidelines” shall mean and refer to the Pautler Farms Estates Architectural and Design Guidelines and Requirements, as may be amended from time to time.

Section 1.3. “Articles” shall mean the Articles of Incorporation of the Association, as the same may be amended or supplemented from time to time.

Section 1.4. “Assessments” shall mean all of the following: Common Expense Assessments, Individual Assessments, Special Assessments and Penalty Assessments, as described in Article V hereof.

Section 1.5. “Assessment Year” shall mean the calendar year or such other period of twelve consecutive months selected by the Board for the levying, determining and assessing of the annual Assessments under this Declaration.

Section 1.6. “Association” shall mean and refer to the Pautler Farms Estates, a nonprofit corporation, which corporation shall be a unit owners' association organized under Section 38-33.3-301 of the Act, its successors and assigns.

Section 1.7. “Board” or “Board of Directors” shall mean the Board of Directors of the Association.

Section 1.8. “Bylaws” shall mean the Bylaws of the Association, as the same may be amended or supplemented from time to time.

Section 1.9 “Chicken(s)” shall mean the domestic fowl that is raised and kept for its eggs or meat and described as gallus gallus domesticus. For clarity, Chicken shall not include ducks, geese, or other fowl.

Section 1.10. “Clerk and Recorder” means the Clerk and Recorder of Weld County, Colorado.

Section 1.11. “Committee” shall mean and refer to the Pautler Farms Estates Design Review Committee, and its successors and assigns that are designated in writing.

Section 1.12. “Common Area” shall mean all real property (including the improvements thereto) owned or leased by the Association for the common use and enjoyment of the Owners (subject to Section 2.1 of this Declaration).

Section 1.13. “Common Expenses” shall mean (i) expenses of administration, operation, management, maintenance, repair, and replacement of the Common Area; (ii) expenses declared "Common Expenses" by the Association; (iii) all sums lawfully assessed against the Lots by the Board of Directors; and (iv) expenses agreed upon as Common Expenses by the Members of the Association.

Section 1.14. “Common Expense Liability” means the liability for Common Expenses allocated to each Lot. The Common Expense Liability for each Lot shall be equal to the Allocated Interests of such Lot multiplied by the total Common Expenses.

Section 1.15. “County” shall mean the County of Weld, State of Colorado.

Section 1.16. “Declarant” shall mean and refer to PFI Properties I LLC, a Colorado limited liability company, its successors and assigns. A person or entity shall be deemed a "successor and assign" of PFI Properties I LLC as the "Declarant" only if specifically designated in writing by PFI Properties I LLC as a successor Declarant or assignee of PFI Properties I LLC's rights as the Declarant in whole or to any part of the Property and if such written instrument is duly recorded in the real estate records of the County.

Section 1.17. “Declaration” shall mean this document, together with all exhibits attached hereto, and all amendments and supplements hereto, and also including but not limited to plats and maps.

Section 1.18. “Development Property” means the real property described on **Exhibit D**, attached and incorporated by reference.

Section 1.19 “Domestic Animal” shall mean any animal that has been selectively bred and genetically adapted over generations to live alongside humans, such that these animals are genetically distinct from their wild ancestors or cousins, and are predisposed to and traditionally capable of being controlled by humans (whether such animals live in herds or have ancestors that lived in herds or otherwise). The definition of Domestic Animal includes any equine or bovine animal, goat, sheep, and Chickens; provided, however, that for purposes herein, Domestic Animal does not include swine (except that potbellied pigs will not be considered swine for

purposes hereof) and does not include ducks or geese or any poultry other than Chickens. For clarity, the term Domestic Animal also includes Household Pets, Domesitacated Rabbits, and Large Grazing Animals.

Section 1.21 “Domesticated Rabbit(s)” shall mean a rabbit that is of a breed, variety or strain derived from the European rabbit (Oryctolagus cuniculus) but not including the European rabbit (Ferae naturae), and which is a Domestic Animal.

Section 1.22. “First Mortgage” shall mean a Mortgage which has a first and paramount priority to or upon a Lot or Property under applicable law and which appears in the County's real estate records.

Section 1.23. “First Mortgagee” shall mean a Mortgagee identified in the County's real estate records and which takes, owns, or holds a First Mortgage.

Section 1.24 “Greenhouse” shall mean an enclosed structure that is not directly attached to the Living Unit which it serves and is used primarily for the cultivation or protection of plants. A Greenhouse may be either an Outbuilding (if greater than two hundred (200) square feet), or a Small Enclosed Structure (if the ground floor area does not exceed two hundred (200) square feet).

Section 1.25. “Household Pets” shall mean and refer to any species of animal completely normally kept as pets, as a custom in the community, within households, not of a type commonly raised as livestock on a farm, and the keeping of which is not prohibited by ordinances of the governmental entity having jurisdiction. Subject to all applicable zoning codes and ordinances, Household Pets shall include, but not be limited to, tropical fish, small pet rodents (e.g., gerbils, hamsters, and Domesticated Rabbits), dogs, cats, small birds, and potbellied pigs.

Section 1.26. “Improvements” means all of the following located or occurring on any Lot: Living Units, buildings, structures, fences, walls, hedges, plantings, landscaping, gardens, lighting, poles, driveways, sidewalks, walkways, patios, signs, changes in any exterior color or shape, screen door changes, excavation and site work, removal of trees or plantings, and any new exterior construction or exterior improvement on a Lot which may not be included in the foregoing. “Improvements” does include both original improvements and all later changes and improvements on a Lot.

Section 1.27. “Individual Assessment” shall mean the assessment levied against a particular Lot or Lots to cover the Association's costs of providing services which benefit only one or a limited number of Lots, as described in Article V hereof.

Section 1.28 “Large Grazing Animal(s)” shall mean those larger Domestic Animals which are bred and kept as grazing livestock such as horses, cattle (steers, heifers, cows), goats, sheep, llamas and alpacas.

Section 1.29. “Living Unit” shall mean each single-family residence located within or upon a Lot, which shall constitute the physical building consisting of the attached garage and living space.

Section 1.30. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property as a “Lot”, as well as each platted lot shown upon any recorded subdivision plat of any other real property as may hereafter be brought within the jurisdiction of the Association, and all improvements now or hereafter constructed thereon, with the exception of any Common Area and any dedicated roadways, utility easements, drainage ways, parks, schools, and open space. The boundaries and the identifying number of each existing Lot are set forth on the Plat of the Property. Without limiting the generality of the foregoing, if any platted lot(s) is designated as Common Area in this Declaration, or in any Supplemental Declaration of Annexation, or any amendment thereto, then such lot(s) shall constitute Common Area, as defined herein, rather than a Lot, as defined in this Section.

Section 1.31. “Lots That May Be Included” means eleven (11) Lots, which shall be the maximum number of Lots that may be subject to this Declaration. However, the aforesaid number of Lots that May be Included is not a representation or a guarantee as to the actual number of Lots that will ultimately be included in the Project.

Section 1.32. “Member” shall mean every person or entity who is a record owner of a fee or undivided interest in any Lot, including Declarant and contract sellers, but not including contract purchasers.

Section 1.33. “Mortgage” shall mean any mortgage, deed of trust, or other document pledging a Lot as security for payment of a debt or obligation.

Section 1.34. “Mortgagee” shall mean any person, corporation, partnership, trust, company, association, or other legal entity which takes, owns, holds or receives a mortgage.

Section 1.35. “Outbuilding” shall mean and refer to any enclosed covered structure greater than two hundred (200) square feet, including, without limitation, barns and sheds, not directly attached to the Living Unit which it serves.

Section 1.36. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding contract purchasers and those having such interest merely as security for the performance of an obligation.

Section 1.37. “Period of Declarant Control” shall mean a length of time expiring ten (10) years after the initial recording of this Declaration in the office of the Clerk and Recorder; provided that the Period of Declarant Control shall terminate no later than either sixty (60) days after

conveyance of seventy-five percent (75%) of the Lots that May Be Included to Owners other than Declarant, two (2) years after the last conveyance of a Lot by the Declarant in the ordinary course of business, or two (2) years after any right to add new Lots to the Declaration was last exercised.

Section 1.38. “Person” means a natural person, a corporation, a partnership, an association, a trust, a limited liability company, a joint venture, or any other entity recognized under the laws of the State of Colorado or any combination thereof.

Section 1.39. “Plat” shall mean any recorded plat for any portion of the Property, and any supplements, amendments, or modifications thereto. Declarant reserves the right to amend the Plat, at any time and from time to time, until termination of the Special Declarant Rights Period in accordance with Section 1.45 below, to conform the Plat according to the actual location of any of the constructed improvements and to establish, vacate, or relocate easements. A Plat, as described on **Exhibit A** and which includes the Property described on Exhibit A, has been recorded.

Section 1.40. “Project” shall mean all of the Property, including real property and improvements annexed thereto pursuant to Section 8.7 hereof, and all improvements thereon, together with all rights, duties, easements, and appurtenances belonging thereto submitted by this Declaration and any amendments and supplements hereto.

Section 1.41. “Property” shall mean and refer to that real property described on **Exhibit A** to this Declaration, and all improvements and structures thereon, and such additional real property as may hereafter be brought within the jurisdiction of the Association.

Section 1.42. “Related User” shall mean a person or entity who obtains all or certain rights of an Owner by reason of such person or entity claiming or being entitled to such rights by, through or under such Owner. Without limiting the generality of the foregoing, "Related User" shall include any occupant, tenant, or contract purchaser of an Owner who resides on the Lot of such Owner and any natural person who is a guest or invitee of such Owner or of such person or entity.

Section 1.43. “Rules and Regulations” shall mean the rules and regulations adopted by the Board pursuant to this Declaration and the Bylaws, as the same may be amended or supplemented from time to time.

Section 1.44. “Small Enclosed Structure” shall mean an enclosed covered structure of which the ground floor area does not exceed two hundred (200) square feet that is not directly attached to the Living Unit which it serves.

Section 1.45. “Special Declarant Rights Period” shall mean the period of time commencing on the date this Declaration is recorded in the real property records of the Clerk and Recorder and terminating automatically on the earlier of: (a) the date of conveyance by Declarant of the last

Lot owned by Declarant to an Owner other than Declarant (except a successor Declarant), or (b) December 31, 2030.

Section 1.46 “Storage Shed” shall mean an enclosed structure that is not directly attached to the Living Unit which it serves that is used primarily for the storage of household, gardening, or farm or ranch items, or other miscellaneous items. A Storage Shed may be either an Outbuilding (if greater than two hundred (200) square feet), or a Small Enclosed Structure (if the ground floor area does not exceed two hundred (200) square feet).

Section 1.47. “Town” shall mean the Town of Johnstown, Colorado.

ARTICLE II
PROPERTY RIGHTS

Section 2.1. **Owners' Easements of Enjoyment**. Every Owner shall have a right and easement of use and enjoyment in and to the Common Area which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights of and right to the use of any Common Areas and/or recreational facilities owned by the Association by an Owner and/or his Related Users for any period during which any Assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction or breach of the Declaration, the Articles, the Bylaws or the Rules and Regulations;

(b) the right of the Association to dedicate or transfer easements and rights of way in, on, over, under and across all or any part of the Common Area to any public agency, authority, or utility for gas, water, drainage, access, electric, telephone, cable television, or other utility services, or for such other purposes and subject to such conditions as may be approved by a vote of sixty-seven percent (67%) of the Members who are voting, in person or by proxy, at a meeting duly called for such purpose. No such dedication or transfer for "such other purposes" shall be effective unless a written statement, executed by the Secretary of the Association and verifying the requisite approval of members was obtained to such dedication or transfer, has been recorded in the real estate records of the County; and

(c) the right of the Board to adopt Rules and Regulations governing the use of the Common Area and other portions of the Project, provided that such Rules and Regulations shall be uniform and non-discriminatory. Each Owner, for himself and his Related Users, by the acceptance of his deed or other instrument of conveyance or assignment, agrees to be bound by any such Rules and Regulations.

Section 2.2. **Acceptance of Property**. The Association shall accept title to any property, including any improvements thereon and personal property, transferred by the Declarant. The property transferred may include fee simple title, easements, leasehold interests and licenses to

use property for any use, including but not limited to trails and other recreational facilities, community use, open space, utilities, drainage, parks, roads, or easements, within this Project, annexed to the properties, or designated by the Declarant. The Association agrees to accept, operate, manage, maintain, care for and repair all such property. The Association may purchase, accept or lease real property from parties other than Declarant upon a vote of more than fifty percent (50%) of the Members who are voting in person or by proxy, at a meeting duly called for such purpose. No Owner shall have the right to partition or seek partition of the Common Area or the other Association properties.

Section 2.3. **Delegation of Use**. Any Owner may delegate his right of enjoyment to the Common Area and related facilities to Related Users who reside on that Owner's Lot.

Section 2.4. **Title to Common Area**. Declarant hereby covenants that it will convey fee simple title to the Common Area described in **Exhibit B** hereto to the Association free of all liens and encumbrances except those restrictions, reservations, easements and rights of way apparent or of record. Declarant further covenants that upon each annexation of additional property pursuant to Section 8.7 hereof, it will convey fee simple title to the Common Area within such annexed property, if any, to the Association, free and clear of all liens and encumbrances except those restrictions, reservations, easements and rights of way apparent or of record.

Section 2.5. **Easements for Encroachments**. Easements for encroachments between Lots and portions of the Common Area exist; (i) in favor of all Owners so that the Owner shall have no legal liability when any part of the Common Area encroaches or shall encroach upon a Lot; (ii) in favor of the Owner of each Lot so that the Owner shall have no legal liability when any portion of his Lot encroaches or shall hereafter encroach upon the Common Area or upon another Lot; and (iii) in favor of all Owners, the Association, and the Owner of any encroaching Lot for the maintenance and repair of such encroachment which encroachments are the result of (a) shifting, movement, or settling of any improvements, (b) restoration, shifting, movement, alteration, or repair to the Common Area, or (c) repair or restoration of the Lot improvements after damage by fire or other casualty or condemnation or eminent domain proceedings; provided, that any restored, altered, or repaired improvements are in substantially the same location as prior to such restoration, alteration, or repair. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Area or on the Lots for purposes of marketability of title or other purposes.

Section 2.6. **Common Area Easements**. The easements over and across the Common Area shall be those shown, or provided for, on the recorded Plat, and such other easements as may be established pursuant to the provisions of this Declaration or other recorded instrument. There is hereby created a blanket easement upon, across, over, and under the Common Area for installing, replacing, repairing, and maintaining all underground utilities, including but not limited to water, sewer, gas, telephone, electricity, internet, and cable television facilities and drainage facilities, if any. By virtue of this easement, it shall be expressly permissible for the utility companies or governmental entities supplying such utility service to erect and maintain the necessary

equipment under the Common Area and to affix, repair, and maintain water and sewer pipes, gas, electric, and telephone wires, circuits, conduits, and meters, provided such utilities do not interfere with the use and enjoyment of the Common Area. In addition, the Association, its Board, agents, managing agent, and employees shall have an unrestricted, irrevocable easement to traverse, cross, and utilize any portion of the Common Area which may be necessary in order to perform any of its functions as described in this Declaration. Emergency vehicles and attendants shall have the right during emergencies to access through the Property, including, without limitation, the right to use any portions of the Common Area, and any private drives and parking areas within the Property.

Section 2.7. **Mechanic's Lien Rights and Indemnification**. No labor performed or materials furnished and incorporated within a Lot with the consent of or at the request of the Owner thereof or his agent, or his contractor or subcontractor, shall be the basis for the filing of a lien against any other Lot if the Owner of such other Lot has not expressly consented to, or requested the same, or the Common Area, unless the Association has executed a written contract with contractor for the work performed on the Common Areas. Each Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against such other Owner's Lot for construction performed, or for labor, materials, services, or products incorporated in the Owner's Lot at such Owner's express or implied request. The provisions herein contained are subject to the rights of the Association as set forth in this Declaration. Notwithstanding the foregoing, any First Mortgagee of a Lot who shall become the Owner of such Lot pursuant to a lawful foreclosure sale or the taking of a deed in lieu of foreclosure shall not be under any obligation to indemnify or hold harmless any Owners of the abutting Lots or the Association against liability for claims arising prior to the date such First Mortgagee becomes an Owner, but shall be under such obligation for any claims arising thereafter.

Section 2.8. **Unlawful Activity Prohibited**. No unlawful use shall be made of the Project or any other property in which the Association owns an interest, nor any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental or quasi-governmental bodies having jurisdiction shall be observed; provided, however, the Association shall have no obligation or duty to take action for the enforcement of such laws, ordinances and regulations.

ARTICLE III
ASSOCIATION AND MEMBERSHIP

Section 3.1. **Association**. The administration of the Project shall be governed by this Declaration, the Articles, the Bylaws, and the Rules and Regulations of the Association. The Association has been or will be formed as a Colorado nonprofit corporation. The Association shall have the duties, powers and rights set forth in this Declaration and in the Articles and Bylaws.

Section 3.2. **Board**. Except as otherwise provided in this Declaration or the Association Bylaws, the affairs of the Association shall be managed by the Board, which shall consist of not fewer than three persons. Notwithstanding the foregoing, during the Period of Declarant Control, the number of Directors shall be three (3) and the Declarant shall have the right to appoint all three (3) of such Directors, unless the Declarant sooner relinquishes its right of appointment by means of an instrument recorded in the real property records of the County. Directors appointed by the Declarant do not have to be Owners. Subject to the foregoing, the number, term, election and qualifications of the Board shall be fixed in the Articles or the Bylaws or both. By resolution, the Board may delegate portions of its authority to an executive committee or to other committees, to tribunals, to officers of the Association or to agents and employees of the Association, but such delegation of authority shall not relieve the Board of the ultimate responsibility for management of the affairs of the Association. Action by or on behalf of the Association may be taken by the Board or any duly authorized executive committee, officer, agent or employee without a vote of Members, except as otherwise specifically provided in this Declaration, the Articles, or the Bylaws.

During the Period of Declarant Control, no later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots That May Be Included to Owners other than Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Board of Directors must be elected by Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots That May Be Included to Owners other than Declarant, not less 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 the Declarant. Not later than sixty (60) days after conveyance of seventy-five percent (75%) of the Lots That May Be Included to Owners other than Declarant, the Owners shall elect a Board of Directors of at least three (3) members, at least a majority of whom shall be Owners other than the Declarant or designated representatives of Owners other than Declarant. 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 the property of the Owners that is specified under Section 38-33.3-303(9) of the Act.

On or before the date that is ninety (90) days after the Owners other than the Declarant elect a majority of the members of the Board of Directors (and on or before the date that is ninety (90) days after a change of the Association's address, designated agent, or management company), the Association shall make available the information specified in Section 38-33.3-209.4(1) of the Act for review by the Owners on reasonable notice.

On or before the date that is ninety (90) days after the Owners other than the Declarant elect a majority of the members of the Board of Directors (and on or before the date that is ninety (90) days after the end of each fiscal year of the Association thereafter), the Association shall make available the information specified in Section 38-33.3-209.4(2) of the Act for review by the Owners on reasonable notice.

The information described in this Section 3.2 shall be provided to the Owners by the Association either by (a) posting such information on an internet website with notice of the URL for such website delivered to the Owners by electronic mail or first-class mail; (b) placing such information on a literature table or in a binder in the Association's main office; (c) mail or personal delivery; or (d) such other method as may be permitted under the Act.

Section 3.3. **Membership in Association**. Each Owner of a Lot shall become a Member of the Association upon conveyance to such Owner of an interest in a Lot and shall remain a Member for the period of such ownership. The Owner of a Lot shall automatically be the holder of the membership in the Association appurtenant to that Lot, and such membership shall automatically pass with fee simple title to the Lot. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot. Membership in the Association shall not be assignable separate and apart from fee simple title to a Lot, except that an Owner may assign some or all of such Owner's rights as an Owner to use improvements or otherwise to a Related User or Mortgagee and may arrange for a Related User to perform some or all of such Owner's obligations as provided in this Declaration, but no Owner shall be permitted to relieve itself of the responsibility for fulfillment of all of the obligations of an Owner under this Declaration.

Section 3.4. **One Class of Membership**. The Association shall have one class of voting membership. Each Owner shall be entitled to One (1) vote for each Lot owned in accordance with the Allocated Interest attributable to each Lot, except that no votes allocated to a Lot owned by the Association may be cast. The total number of votes which may be cast in connection with any matter shall be equal to the total number of Lots then existing within the Association.

Each Member shall have the right to cast the votes for the Lots owned by such Member except that, in the event any Lot is owned by more than one (1) Member, any Member who is Owner of that Lot and is present to vote at any meeting may cast the votes for such Lot. If more than one (1) Member who is an Owner of that Lot is present at a meeting, the vote for such Lot shall be cast as such Members shall agree and determine between themselves, or, in the absence of agreement, by the Member who has the largest fractional interest in such Lot, as such fractional interest is set forth in the deed conveying the Owners' interest in said Lot. However, if any Lot is owned by more than one (1) Member, and the Members do not agree as to how the vote for such Lot shall be cast, and the deed conveying the Owners' interest in said Lot does not specify the fractional interest of each Owner, the Owners shall be passed over and their right to vote on the issue shall be lost if said Owners are unable, within a reasonable time, to agree on how to cast the vote for their Lot. For clarity, the vote for each Lot shall be exercised as the Owner(s) of said Lot among themselves determine, but in no event shall more than one vote be cast with respect to any Lot and in no event shall the vote for such Lot be fractionalized.

Except as otherwise provided herein, during the Period of Declarant Control, the Declarant or Persons appointed by the Declarant may appoint all officers and members of the Board of Directors, and may remove all officers and members of the Board of Directors which have been appointed by the Declarant. The 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; but, in that event, the 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 the Declarant, be approved by the Declarant before they become effective.

ARTICLE IV
DUTIES AND POWERS OF THE ASSOCIATION

Section 4.1. **General Duties and Powers of the Association**. The Association has been formed to further the common interests of the Owners. The Association, acting through the Board or through Persons to whom the Board has delegated any authorized powers of the Board, shall have all of the duties and powers hereinafter set forth and, in general, the powers to perform its duties described in this Declaration and, subject to any limitation set forth in this Declaration, the power to do anything that may be necessary or desirable to further the common interests of the Owners, or to maintain, improve and enhance the Common Area and other Association properties, including all implied powers authorized by the Act.

Section 4.2. **Duty to Accept Property and Facilities Transferred by the Declarant**. The Association shall accept title to any Common Area, including any improvements thereon, and related real and personal property, transferred to the Association by the Declarant, together with the responsibility to perform any and all administrative functions associated therewith, provided that such property and functions are not inconsistent with the provisions contained in this Declaration. Property interests transferred to the Association by Declarant may include fee simple title, easements, leasehold interests and licenses to use.

Section 4.3. **Duty to Manage and Care for Property**. The Association shall manage, operate, care for, maintain and repair all Common Area and related Association properties and keep them in a safe, attractive and desirable condition for the use and enjoyment of the Owners, and the cost of said management, operation, maintenance, care, and repair shall be a Common Expense. The Association shall not need prior approval of its Members to cause such maintenance to be accomplished. The Association shall have the irrevocable right to have access to each Lot from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any portion of the Common Area or to do any other work required or reasonably necessary under this Declaration for the proper performance of its duties hereunder, or at any time for making emergency repairs therein necessary to prevent damage to the Common Area or to another Lot. Damage to any part of a Lot resulting from the maintenance, repair, emergency repair, or replacement of any portion of the Common Area or as a result of emergency repairs to another Lot, at the instance of the Association, shall be a Common Expense of all of the Owners. No diminution or abatement of Common Expense Assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements or from action taken to comply with any law, ordinance, or order of a governmental authority. The damaged improvements shall be restored to substantially the same condition in which they existed prior to

the damage. Notwithstanding the foregoing, if any such damage is the result of the carelessness or negligence of any Owner, then such Owner shall be solely responsible for the costs and expenses of repairing such damage.

Section 4.4. **Duty to Pay Taxes**. The Association shall pay all ad valorem taxes and governmental assessments levied upon the Common Area and other Association properties to which the Association holds fee simple title, and shall also pay all other taxes and assessments payable by the Association. Nevertheless, the Association shall have the right to contest in good faith any such taxes or assessments.

Section 4.5. **Casualty Insurance**. To the extent required by the Act, and if not required by the Act, to the extent deemed desirable by the Board, the Association shall obtain and keep in full force and effect at all times, to the extent reasonably obtainable, casualty, fire and extended coverage insurance with respect to all insurable improvements of the Common Area and personal property owned by the Association, in an amount not less than the full insurable replacement value of all the insured property less applicable deductibles at the time the insurance is purchased and at any renewal date, with the Association as the owner and beneficiary of such insurance. Insurance proceeds shall be used by the Association for the repair and replacement of the property for which the insurance was carried, unless otherwise provided in this Declaration. Premiums for all insurance carried by the Association shall be a Common Expense.

Section 4.6. **Liability Insurance**. To the extent required by the Act, and if not required by the Act, to the extent deemed desirable by the Board, the Association shall obtain and keep in full force and effect at all times, to the extent reasonably obtainable, broad form comprehensive liability insurance covering public liability for bodily injury and property damage in such amounts as the Board may from time to time determine, but not in an amount less than $1,000,000.00 per person, per occurrence, covering all claims for bodily injury and/or property damage, insuring the Board of Directors, the Association, any management and their respective employees, agents and all Persons acting as agents. The Declarant shall be included as an additional insured in such Declarant's capacity as an Owner and member of the Board of Directors. The Owners shall also be included as additional insureds, but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Area. The policy shall contain a "severability of interests" endorsement.

Section 4. 7. **General Provisions Respecting Insurance**.

(a) Insurance obtained by the Association may contain such deductible provisions as good business practice may dictate. To the extent the Association settles claims for damages, it shall have the authority to assess negligent Owners causing such loss or benefitting from such repair or restoration all deductibles paid by the Association. In the event that more than one (1) Lot 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.

Any loss to any Living Unit or to any Common Area which the Association has the duty to maintain, repair and/or reconstruct, which falls within the deductible portion of such policy, shall be borne by the Person who is responsible for the repair and maintenance of the property which is damaged or destroyed. In the event of a joint duty of repair and maintenance of the damaged or destroyed property, then the deductible may be apportioned among the Persons sharing in such joint duty or may be partly or wholly borne by the Association, at the election of the Board of Directors.

Notwithstanding the foregoing, after notice and hearing, the Association may determine that a loss, either in the form of a deductible to be paid by the Association or an uninsured loss, resulted from the act or negligence of an Owner, his tenants, family members, guests or invitees. Upon said determination by the Association, any such loss or portion thereof may be assessed to the Owner in question and the Association may collect the amount from said Owner in the same manner as any Assessment.

Except as may be approved in writing by the Board, nothing shall be done or kept on property within the Project which may result in a material increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association. No Owner shall cause or permit a situation or condition to exist on that Owner's Lot which causes or might reasonably cause the insurance rates for neighboring Lots to be increased beyond those that would be applicable absent such situation or condition.

(b) Insurance obtained by the Association shall, to the extent reasonably possible without undue cost, contain a waiver of rights of subrogation as against the Association and each Owner, and against any officer, director, agent or employee of any of the foregoing, and waivers of any defense based on invalidity arising from any acts of an Owner, and shall provide that such policies may not be canceled or materially modified without at least thirty (30) days' prior written notice to all of the insureds, including First Mortgagees.

(c) Duplicate originals of all policies and renewals thereof, together with proof of payment of premiums, shall be delivered to all First Mortgagees who have requested in writing the same at least ten (10) days prior to expiration of the then current policies.

(d) To the extent reasonably possible, insurance obtained by the Association shall name the Declarant as an additional insured in such Declarant's capacity as an owner and member of the Board of Directors and contain a waiver of rights of subrogation as against the Declarant and any officer, director, agent or employee of the Declarant.

(e) Casualty, fire and extended coverage insurance may be provided under blanket policies covering the Common Area and other Association properties and/or property of the Declarant. Insurance shall be written with companies licensed to do business in Colorado. The Board shall not obtain any policy where: (i) under the terms of the insurance company's charter, bylaws or policy, contributions or assessments may be made against the mortgagor, Mortgagee

or Mortgagee's designee, or become a lien against the mortgaged property superior to a First Mortgage; (ii) by the terms of carrier's charter, bylaws or policy, lost payments are contingent upon action of the company's board of directors, policy holders, or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent Mortgagees or the mortgagor from collecting insurance proceeds.

(f) All policies shall contain a standard non-contributory mortgagee clause in favor of each First Mortgagee of a Lot, which clause shall provide that the loss, if any, thereunder shall be payable to the Association, for the use and benefit of First Mortgagees as their interest may appear. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Each Owner hereby irrevocably appoints the Association as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: (a) the collection and appropriate disposition of the proceeds thereof; (b) the negotiation of losses and execution of releases of liability; (c) the execution of all documents; and (d) the performance of all other acts necessary to accomplish such purpose. No distribution of any insurance proceeds shall be made to any Owner whose Lot is encumbered by a First Mortgage unless any such proceeds are made payable jointly to such Owner and such Owner's First Mortgagee, as their interest may then appear in the County's real estate records with the Clerk and Recorder.

Section 4.8. **Fidelity Coverage**. To the extent reasonably obtainable, the Association shall obtain and keep in full force and effect at all times a fidelity policy or bond providing fidelity coverage against dishonest acts on the part of directors, officers, employees and volunteers of the Association responsible for handling funds collected and held for the benefit of the Owners or otherwise belonging to or administered by the Association. All such bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee(s)" or similar terms or expressions. The premium on all bonds required herein, except those maintained by a managing agent, shall be paid by the Association as a cost of insurance. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of a premium) without at least ten (10) days' prior written notice to the Association and to any First Mortgagee who requests that such notice be given.

Section 4.9. **Other Insurance and Bonds**. If the Project is located in an area identified by the Federal Emergency Management Agency as an area having special flood hazards and the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, the Association shall obtain a blanket policy of flood insurance on the Common Area, if within such identified area, in an amount which is the lesser of the maximum amount of insurance available under the Act, the aggregate unpaid principal balance of the First Mortgages on the Lots, or the value of the insurable improvements. The Association shall obtain and maintain workmen's compensation and employer's liability insurance as may be necessary to comply with applicable laws. The Association shall have the power to obtain such other

insurance and such other fidelity, indemnity or other bonds as the Association shall deem necessary or desirable.

In addition, the Association may obtain insurance against such other risks of a similar or dissimilar nature as it shall deem appropriate, to the extent that such coverage is reasonably available, including, but not limited to, personal liability insurance to protect directors and officers of the Association from personal liability in relation to their duties and responsibilities in acting as directors and officers on behalf of the Association.

Section 4.10. **Insurance to be Maintained by Owners**. An insurance policy issued to the Association does not alleviate the need for Owners to obtain insurance for their own benefit. Insurance coverage on each Lot and the Improvements thereon, including but not limited to flood insurance, if necessary, and the furnishings and other items of personal property belonging to an Owner, and public liability insurance coverage on each Lot shall be the responsibility of the Owner of such Lot.

Section 4.11. **Duty to Prepare Budgets**. The Association shall prepare annual budgets in accordance with the requirements of the Act, as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Association under this Declaration.

Section 4.12. **Duty to Levy and Collect Assessments**. The Association shall levy and collect Assessments as elsewhere provided in this Declaration.

Section 4.13. **Power to Acquire Property and Construct Improvements**. Other than property received from Declarant (the conveyance of which is governed by Section 4.2 hereof), and subject to the limitations set forth in this Declaration, the Association may acquire property or interests in property for the common benefit of Owners, including improvements and personal property. Subject to the limitations set forth in this Declaration, the Association may construct improvements on property and may repair, maintain, remodel and demolish existing improvements.

Section 4.14. **Power to Adopt Rules and Regulations**. The Association, acting through the Board, or the Committee, may from time to time adopt, amend, repeal and enforce Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, or the use and enjoyment of the Common Area. Any such Rules and Regulations shall be reasonable and uniformly applied. Each Owner shall comply with such Rules and Regulations. In the event of any conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

Section 4.15. **Power to Enforce Declaration, Articles, Bylaws, and Rules and Regulations**. Subject to the terms and conditions of this Declaration, the Association shall have the power to

enforce the provisions of this Declaration and. the provisions of the Articles, the Bylaws, and the Rules and Regulations, by legal and equitable means, and shall take such action as the Board deems necessary or desirable to cause such compliance by each Owner and each Related User.

Section 4.16. **Power to Convey and Dedicate Property to Government Agencies**. Subject to Section 2.1 of this Declaration, the Association shall have the power to grant, convey, dedicate or transfer any Common Area or Association properties or facilities to any public or governmental agency or authority for public use, provided that portions of the Common Area may be conveyed only if persons entitled to cast at least sixty-seven percent (67%) of the votes in the Association agree to that action. However, if the means of ingress to and egress from a Lot is through any such Common Area, then any such grant, conveyance, dedication or transfer shall be effected so as to provide continued ingress and egress for the benefit of the Owner of such Lot.

Section 4.17. **Power to Borrow Money**. Subject to the limitations contained in this Declaration, the Association shall have the power to borrow money and, with the prior approval of the Owners and First Mortgagees of not less than sixty-seven percent (67%) of the Lots then subject to this Declaration, the power to encumber Association properties as security for such borrowing.

Section 4.18. **Contracts; Power to Employ Managers; Management Contracts**. The Association may enter into contracts, including contracts for professional management of the Association's business, and incur liabilities. Without limiting the foregoing, the Association shall have the power to retain and pay for the services of a manager or managers to undertake any of the management duties and functions for which the Association has responsibility, and the Association may delegate any of its duties, powers or functions to any such manager. Notwithstanding any delegation to a manager of any duties, powers or functions of the Association, the Association and the Board shall remain ultimately responsible for the performance and exercise of such duties, powers and functions.

Section 4.19. **Power to Engage Employees, Agents and Consultants**. The Association shall have the power to hire and discharge employees and agents and to retain and pay for legal, accounting and other services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Association under this Declaration.

Section 4.20. **General Corporate Powers**. The Association shall have all of the ordinary powers and rights of a Colorado nonprofit corporation, including without limitation the power and right to enter into partnerships and other agreements, subject only to such limitations upon such powers as may be set forth in this Declaration or in the Articles or the Bylaws. The Association shall also have the power to do any and all lawful things which may be authorized, required or permitted to be done under this Declaration, or under the Articles, the Bylaws or Rules and Regulations, and to do and perform any and all acts which may be necessary or desirable for, or

incidental to, the exercise of any of the express powers or rights of the Association under this Declaration or under the Articles, Bylaws or Rules and Regulations.

Section 4.21. **Condemnation**. If at any time or times during the continuance of ownership of the Common Area by the Association pursuant to this Declaration, all or any part of the Common Area shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions of this Section 4.21 shall apply:

(a) **Proceeds**. All compensation, damages, or other proceeds received from an entity having the power of condemnation, pursuant to either a condemnation action or a sale in lieu of condemnation, is hereafter called the "Condemnation Award."

(b) **Complete Taking**. In the event that the entire Common Area is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condemnation Award shall be used to replace the Common Area, if practicable. In the event it is not practicable to replace the Common Area, in the sole discretion of the Board, then the Condemnation Award shall be apportioned among the Owners on the same basis as set forth in Subsection (c) of this Section 4.21; provided, however, that if a standard different from the value of the property as a whole is employed as the measure of the Condemnation Award in the negotiation, judicial decree or othe1wise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable. On the basis of the principle set forth in Subsection (c) below, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable by check made payable jointly to Owners and their respective First Mortgagees, as their interest may then appear in the County's real estate records.

(c) **Partial Taking**. In the event that less than the entire Common Area is taken or condemned or sold or otherwise disposed of in lieu of or in avoidance thereof and the Condemnation Award, in the sole discretion of the Board, is sufficient to completely rebuild and/or replace the Common Area, and improvements thereon, damaged or taken by the condemning public authority, the Condemnation Award shall first be applied by the Association to the rebuilding and/or replacement of the Common Area, and improvements thereon, damaged or taken unless a "Declaration Not to Rebuild" signed by the Owners representing not less than sixty-seven percent (67%) of the votes in the Association and not less than sixty-seven percent (67%) of First Mortgagees of record is recorded in the real property records of the County within one hundred (100) days of the date such property was taken or otherwise disposed of indicating their intention not to rebuild and replace. If the Board determines that the Condemnation Award is not sufficient to completely rebuild and/or replace the Common Area and improvements thereon, which has been damaged or taken, then the Board shall call a special meeting of the Members to approve a Special Assessment to fund any additional costs of rebuilding or replacement as is provided in Section 5.7 of this Declaration. If such Special Assessment is approved by the Members as provided in Section 5.7, the Association shall first apply the Condemnation Award and then the Special Assessment to the rebuilding and/or replacement of

such Common Area, and improvements thereon. Any surplus of the Special Assessment not used for rebuilding and/or replacement shall be disbursed to the Owners in equal shares (or as close to equal shares as is reasonably practicable). If the Special Assessment is not approved by the Members, or if a proper "Declaration Not to Rebuild" is signed and recorded as provided above, the Condemnation Award shall be allocated and disbursed as hereinafter provided. Any surplus of the Condemnation Award or other portion thereof not used for rebuilding and replacement shall be allocated according to the following procedures. The Owners of each Lot shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable, the Association shall reasonably and in good faith allocate the Condemnation Award between compensation, damages, or other proceeds and shall apportion the amounts so allocated among the Owners as follows: (i) the total amount allocated to the taking or injury to the Common Area shall be apportioned equitably among the Owners according to the loss suffered; (ii) the total amount allocated to severance damages shall be apportioned equitably to those Lots which were not taken or condemned; and (iii) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If the allocation of the Condemnation Award is already established in negotiations, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distributions of apportioned proceeds shall be disbursed as soon as practicable in the same manner as provided in Subsection (b) of this Section 4.21.

(d) **Notice**. The Association shall notify in writing each First Mortgagee of any Lot that has requested in writing such notice, of the commencement of the condemnation proceedings against the Common Area and shall notify said Mortgagees in the event of the taking of all or any part of the Common Area, if the value of the Common Area taken exceeds $25,000.00.

Section 4.22. **Damage; Destruction of Common Area Improvements**.

(a) **Association as Attorney-in-Fact - Damage and Destruction**. This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the issue of the total or partial destruction to Common Area improvements. Title to any Lot is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Declarant or from any subsequent Owner shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint the Association, in their names, place, and stead for the purpose of dealing with the issue of the total or partial destruction of the Common Area improvements as hereinafter provided. As attorney-in-fact, the Association, by its President and Secretary, shall have full and complete authorization, right and power to make, execute, and deliver any contract, deed or any other instrument with respect to the interest of an Owner which is necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the Common Area improvement(s) as used in the succeeding subsections means restoring the Common Area improvement(s) to substantially the same condition in which it existed prior to the damage. Except as otherwise herein provided, the proceeds of any insurance collected shall be available

to the Association for the purpose of repair, restoration, or replacement unless the Owners and First Mortgagees agree not to rebuild or repair in accordance with the provisions set forth hereinafter. Assessments by the Association for those purposes stated herein shall not be abated during the period of insurance adjustment and repair and reconstruction.

(b) **Proceeds Sufficient**. In the event of damage or destruction to the Common Area improvements to the extent of not more than sixty-six and two-thirds percent (66-2/3%) of the total replacement cost thereof, not including land, due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the Common Area improvement(s) shall be applied by the Association as attorney-in-fact, to such reconstruction, and the Common Area improvement(s) shall be promptly repaired and reconstructed. The Association shall have full authority, right, and power, as attorney-in-fact, to cause the repair and restoration of the Common Area improvement(s).

(c) **Proceeds Insufficient; Not More Than 2/3 Damage**. If the insurance proceeds are insufficient to repair and reconstruct the Common Area improvement(s), and if such damage is to the extent of not more than sixty-six and two-thirds percent (66-2/3%) of the total replacement cost of the Common Area improvement(s), not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact. using the proceeds of insurance and the proceeds of an Assessment to be made against all of the Owners. Such deficiency assessment shall be a Common Expense and made pro rata according to the number of Lots in the Association and shall be due and payable as set forth in the written notice of such Assessment. The Association shall have full authority, right, and power, as attorney-in-fact, to cause the repair or restoration of the Common Area improvement(s) using all of the insurance proceeds and such Assessment. The deficiency assessment provided for herein shall be a Common Area Liability of each Owner and a lien on his Lot and be enforced and collected as is provided in this Declaration with respect to Special Assessments.

(d) **Proceeds Insufficient; More Than 2/3 Damage**. If the insurance proceeds are insufficient to repair the Common Area improvement(s), and if such damage is more than sixty-six and two-thirds percent (66-2/3%) of the total replacement cost of all the Common Area improvement(s), not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of a Special Assessment (which shall not require a vote of the Members) to be made against all of the Owners and their Lots; provided, however, that the Owners representing not less than sixty-seven percent (67%) of the votes in the Association and not less than sixty-seven percent (67%) of the First Mortgagees of record may agree not to repair or reconstruct the Common Area improvement(s) by signing and recording in the real estate records of the Clerk and Recorder a "Declaration Not to Rebuild" within one hundred (100) days of the date of such damage. In such event, the insurance settlement proceeds shall be collected by the Association, such proceeds shall be divided by the Association equally, and such divided proceeds shall be paid into separate accounts, each such account representing one of the Lots. Each such account shall be in the name of the Association, and shall be further identified by Lot designation and the name of the Owner. From each separate

account, the Association, as attorney-in-fact, shall use and disburse the total amount of each such account without contribution from one account to another as attorney-in-fact, for the same purpose and in the same order as is provided in subsection (c) of this Section 4.22.

Section 4.23. **Cooperation with Other Associations**. The Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with other community association(s) and/or any district(s), to share the costs and/or responsibility for any maintenance, repair, replacement or other matters; to perform maintenance, repair or replacement for any person(s) in consideration of payment or reimbursement therefor; to utilize the same contractors, subcontractors, managers or others who may perform services for the Association, any other community association(s) and/or any district(s); or to otherwise cooperate with any other community association(s) and/or any district(s) in order to increase consistency or coordination, reduce costs or as may otherwise be deemed appropriate or beneficial by the Board of Directors in its discretion from time to time. The costs and expenses for all such matters, if any, shall be shared or apportioned between the Association and/or any other community associations and/or any districts, as the Board of Directors may determine in its discretion from time to time. Additionally, the Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with any other community associations, and/or any districts to collect assessments, other charges, or other amounts which may be due to such entity and to permit any such entity to collect assessments, other charges or other amounts which may be due to the Association; in any such instance, the Association shall provide for remittance to such entity of any amounts collected by the Association or to the Association of any amounts collected by such entity.

Section 4.24. **Association Records**. The Association's books and records shall be subject to an audit or a review as further provided in this Declaration. Except as otherwise provided below, or as specified by Section 38-33.3-317 of the Act, the Association shall make reasonably available for inspection and copying by Owners, Mortgagees, and insurers or guarantors of any Mortgage, current copies of all of the governing documents, financial documents and all other documents described in Section 38-33.3-317 of the Act. The Person(s) accessing and/or copying such documents shall pay all costs associated therewith. "Reasonably available" shall mean available during normal business hours, upon prior notice of at least ten (10) business days, or at the next regularly scheduled meeting if such meeting occurs within thirty (30) days after the request.

Notwithstanding the above, a membership list or any part thereof may not be obtained or used by any Person for any purpose unrelated to an Owner's interest as an Owner without the consent of the Board. Without limiting the generality of the foregoing, without the consent of the Board, a membership list or any part thereof may not be: (a) used 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; (b) used for any commercial purpose; or (c) sold to or purchased by any Person.

The information described in this Section shall be provided to the Owners by the Association either by (a) posting such information on an internet website with notice of the URL for such website delivered to the Owners by electronic mail or first-class mail; (b) placing such information on a literature table or in a binder in the Association's main office; (c) mail or personal delivery; or (d) such other method as may be permitted under the Act. In the event the Act is amended to remove, modify, or otherwise revise the requirements under this Section of this Declaration, this Section shall be deemed amended to require only that which is required pursuant to the Act, as amended.

ARTICLE V
ASSESSMENTS

Section 5.1. **Common Expense Assessments**. The Association, through its Board, shall levy Common Expense Assessments against Lots within the Project for (a) the purposes of promoting the recreation, health, safety and welfare of the Lot Owners, (b) the performance of all Association management, maintenance, repair and replacement obligations under this Declaration, (c) any other maintenance obligations or common services which may be deemed necessary by the Association for the common benefit of the Owners or the maintenance of property values, (d) payment of any common utility expenses not directly billed to the Owners and not individually metered for each Lot, (e) insurance as required by this Declaration, (f) providing an adequate reserve fund for maintenance, repair, and replacement of any portions of the Lots and Residences for which the Association is responsible under this Declaration, (g) such reasonable administrative costs and overhead charges incurred by the Association, as well as enforcement and collection costs, and any management fee paid by the Association, related to the performance of the obligations and provisions of services referenced in this Declaration; (h) such other purposes as may be described in this Declaration, and (i) the payment of any other expenses incurred by the Association in performing its duties under this Declaration and the Act. The assessment year shall be January 1 to December 31, unless a different fiscal year is chosen by the Association's Board. The Common Expense Assessments shall be made annually against all Lots based upon the Association's advance budget cash requirements needed by it to provide for administration and performance of its duties. The Common Expense Assessments may be collected in periodic installments as determined by the Board. Within 90 days after adoption of any proposed budget for the Association, the Board shall mail, by ordinary first-class mail, post on the Association's website or otherwise deliver, a summary of the budget to all Lot Owners and shall set a date for a meeting of the Lot Owners to consider the budget. Such meeting shall occur not less than fourteen (14) days nor more than sixty (60) days after mailing or other delivery of the summary. The Board shall give notice to the Owners of the meeting as allowed for in the Bylaws. The budget proposed by the Board does not require approval from the Owners and it will be deemed approved by the Owners in the absence of a veto at the noticed meeting by a majority of all Owners, whether or not a quorum is present. In the event that the proposed budget is vetoed, the periodic budget last proposed by the Board and not vetoed by the Owners will be continued until a subsequent budget proposed by the Board is not vetoed by the Owners. If the Board, in its reasonable discretion, deems it necessary at any time following adoption of an

annual budget to amend or modify that budget because of unexpected changes in the Association's costs or other unforeseen circumstances, the Board may do so and copies of the revised budget (including the revised Common Expense Assessments) shall be sent to the Owners in the same manner as the original budget. The omission or failure of the Association to fix the annual Common Expense Assessments for any assessment period shall not be deemed a waiver, modification or release of the Owners from their obligation to pay the same.

Section 5.2. **Due Date**. Common Expense Assessments shall be payable in such manner and in such installments as may be determined from time to time by the Board; provided, however, that Common Expense Assessments shall be paid to the Association at least annually. If any such Assessment or installment thereof shall not be paid within ten (10) days after it shall become due and payable, the Board may assess a "late charge" thereon in an amount that the Board of Directors may determine from time to time to cover the extra cost and expenses involved in handling such delinquent Assessments. Any Assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the rate of eighteen percent (18%) per annum, or at such other lawful rate as may be set from time to time by the Board of Directors. The Association shall cause to be prepared and delivered or mailed to each Member at least once each year a payment statement setting forth the estimated Common Expense Assessments for the ensuing year.

Section 5.3. **Prorations**. In the event membership in the Association commences on a day other than the first day of the Assessment period, the Assessments for that period will be prorated.

Section 5.4. **Commencement; Amount of Common Expense**. The obligation to pay Common Expense Assessments shall commence on the first day of the month immediately following the month in which the conveyance of the first Lot from Declarant to a purchaser (other than a successor Declarant) occurs. The first installment of Common Expense Assessments for each Lot shall be prorated according to the number of days remaining in the period of that first installment and shall be prepaid to the end of such installment period at time of the initial conveyance. Common Expense Assessments shall be based upon the cash requirements deemed to be such aggregate sum as the Board shall determine for each Assessment year, as necessary to provide for the payment of all estimated expenses relating to or connected with the administration, maintenance, ownership, insurance, repair, operation, addition, alteration, and improvement of any recreational facilities and other portions of the Common Area, the Project, and personal property owned by the Association.

The amount of annual Common Expense Assessments against Lots on which a certificate of occupancy has not been issued for the Living Unit hereafter to be located on such Lot may be set at a lower rate than the rate of annual Assessment against those Lots on which a certificate of occupancy has been issued pursuant to C.R.S. §38-33.3-315(3)(b), as amended, since such Lots do not receive certain benefits, including the same services as other Lots. The lower rate of Common Expense Assessment against such Lots shall be determined by the Board based upon

the costs and expenses of the services actually provided to such Lots. Written notice of Common Expense Assessments shall be sent to every Owner subject thereto.

Section 5.5. **No Waiver**. The omission or failure to fix any Assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification, or release of the Members from their obligations to pay the same.

Section 5.6. **Reserve Fund(s)**. The Association shall be obligated to establish a reserve fund or funds for the maintenance, repair, and replacement of those Common Areas and facilities that must be replaced periodically and such reserve fund or funds shall be funded through the monthly payments of the Common Expense Assessments and not by extraordinary Special Assessments.

Section 5.7. **Special Assessment**. In addition to the Assessments authorized above, the Association may at any time and from time to time determine, levy, and assess in any Assessment year, which determination, levy, and assessment may be made by the Board with the consent of two-thirds (2/3) of the votes of the Members of the Association who are voting in person or by proxy, and, during the Period of Declarant Control, with the consent of Declarant, a Special Assessment applicable to that particular Assessment Year for the purpose of defraying, in whole or in part, payments for any deficit remaining from a previous period and the unbudgeted costs, fees, and expenses of any construction, renewal and reconstruction, repair, demolition, replacement, or maintenance of the Common Area, specifically including any fixtures and personal property relating thereto; provided, however, such consent shall not be required if such acts are otherwise specifically covered by Article IV of this Declaration, in which case the specific provisions of Article IV shall apply. The amounts determined, levied, and assessed pursuant hereto shall be assessed to each Lot equally, and shall be due and payable as set forth in the Notice of Assessment promulgated by the Board.

Section 5.8. **Individual Assessments**. The Board shall levy against particular Lots Individual Assessments to cover the Association's cost of providing services which benefit only those particular Lots, or which otherwise are properly allocable to these Lots. By way of example only, the Board may levy Individual Assessments against a Lot to reimburse the Association for the expense of performing maintenance required to be performed by that Lot's Owner but which such Owner has failed to so perform. By way of further example only, upon demand by the Committee and receipt of reasonably satisfactory evidence supporting the same, the Board promptly shall levy Individual Assessments against a Lot to reimburse the Committee for its costs in removing nonconforming Improvements, and upon collection of the same, promptly shall remit the amount of such costs to the Committee. Individual Assessments shall be levied in addition to all other Assessments levied by the Association and shall not be subject to the provisions of Section 5.7 of this Declaration.

Section 5.9. **Joint Liability**. All Owners of a particular Lot shall be jointly and severally liable to the Association for the payment of all Assessments attributable to such Lot, including without

limitation the annual Common Expense Assessments, Individual Assessments. Special Assessments and Penalty Assessments assessed against their particular Lot.

Section 5.10 **Penalty Assessments**. In addition to the Assessments authorized by these Articles, the Association may levy Penalty Assessments which will include penalties or fines imposed against individual Owners for violations of the provisions of this Declaration or the Articles, the Bylaws, the Architectural Guidelines or the Rules and Regulations. Any such Penalty Assessments will be levied only after notice and an opportunity to be heard. Any Penalty Assessment not paid within thirty (30) days of the date on which it is due will bear interest commencing retroactively on the date the Assessment was due and continuing until the Assessment, together with any accrued interest thereon, is paid in full. All Penalty Assessments shall be enforced and collected in the same manner as all other Assessments required to be paid by such Owner(s).

Section 5.11. **Lien for Nonpayment of Assessments**.

(a) All sums assessed by the Association but unpaid by the Owner of any Lot, including interest thereon, shall constitute a lien on such Lot superior (prior) to all other liens and encumbrances on the Lot, except only for a First Mortgage on the Lot which was recorded or perfected before the date on which the Assessment sought to be enforced became delinquent, except for tax and special assessment liens in favor of a governmental assessing entity and except for liens and encumbrances recorded before the recordation of this Declaration. A lien under this section is also prior to the First Mortgage described in the preceding sentence to the extent, if any, provided in the Act. Each Owner hereby agrees that the Association's lien on a Lot for Assessments shall be superior to any homestead exemption provided by Section 38-41-201, C.R.S., or by other state or federal law and each Owner agrees that the acceptance of the deed or other instrument of conveyance in regard to any Lot within the Project shall signify such grantee's waiver of such homestead rights with respect to such lien.

(b) Recording of this Declaration constitutes record notice and perfection of the lien for Assessments. No further recordation of any claim of lien for unpaid Assessments is required. However, the Board of Directors or managing agent of the Association may prepare and record in the real property records of office of the Clerk and Recorder, a written notice setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot, and a description of the Lot. Such lien may be enforced by foreclosure by the Association of the defaulting Owner's Lot in like manner as mortgages on real property. The lien provided herein shall be in favor of the Association and for the benefit of all of the Owners. In any such foreclosure or lawsuit to recover a money judgment, the Owner shall be required to pay the costs and expenses of such proceedings, the costs, expenses, and attorneys' fees for filing the notice or claim of lien, and all reasonable attorneys' fees in connection with such foreclosure or lawsuit. The Association, on behalf of the Owners, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey such Lot.

(c) The Association may take any such lawful enforcement action as it deems appropriate, in conformance with the Association's policy related to collection of past-due assessments as required by the Act. In any action by the Association to collect Assessments or to foreclose a lien for unpaid Assessments, the court may appoint a receiver of the Owner to collect all sums alleged to be due from the Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action, to the extent of the Association's Assessments.

Section 5.12. **Member's Obligation for Payment of Assessments**. All amounts assessed by the Association against each Lot, whether as a Common Expense, Special Assessment, or Penalty Assessment, including interest thereon commencing on the due date if said Assessment is not paid within thirty (30) days after the due date (except in the case of Special Assessments wherein such interest commences thirty (30) days after the due date) shall be the personal and individual debt of each Owner at the time the Assessment is made. Suit to recover a money judgment for unpaid Assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Owner may exempt himself from Common Expense Liability for his contribution toward the expenses of the Association by a waiver of the use or enjoyment of any of the Common Area or by abandonment of his Lot.

Section 5.13. **Liability for Common Expenses upon Transfer of Lot**.

(a) Upon payment of a reasonable fee to be established from time to time by the Board of Directors, and upon the written request of any Owner, any Mortgagee, or any prospective Mortgagee delivered personally or by certified mail to the Association's registered agent, the Association shall issue a written statement setting forth the amount of the unpaid Assessments, if any, with respect to such Lot, the amount of the current monthly Assessments and the date that such Assessments become due. The statement shall be furnished within fourteen (14) calendar days after receipt of the request, and the statement shall be conclusive and binding upon the Association, the Board and every Owner.

(b) Except for any amount equal to an Assessment which would have become due, in the absence of any acceleration, during the six months immediately preceding institution by either the Association or any party holding a lien senior to any portion of the Association lien created under this instrument, the grantee of a Lot, including a first Mortgagee who comes into possession of a Lot pursuant to the remedies provided in its Mortgage or becomes an Owner of a Lot pursuant to foreclosure of its Mortgage or by the taking of a deed in lieu thereof, and any purchaser at a foreclosure sale, shall not be liable with the grantor for unpaid Assessments against the latter for the grantor's proportionate share of Common Expenses up to the time of the grant or conveyance of a Lot, unless the grantee expressly assumes such liability. Any such express assumption shall be without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Upon payment of a reasonable fee to be determined from time to time by the Board of Directors, and upon written request, any prospective grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid

Assessments, if any, with respect to the subject Lot, the amount of the current monthly Assessments and the date that such Assessments become due, any credits for advanced payments or for prepaid items, including, but not limited to, insurance premiums, which statement shall be conclusive upon the Association.

(c) No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, shall relieve any Owner from liability for any Assessments thereafter becoming due, nor from the lien thereof.

Section 5.14 **Working Capital Fund**. The Association shall require the first Owner (other than Declarant or a builder approved by Declarant who acquires one or more Lots from Declarant for the purpose of constructing Living Unit(s) thereon for resale to a third party purchaser) of any Lot who purchases that Lot from Declarant or a builder approved by Declarant to make a non-refundable contribution to the Association in an amount equal to two (2) times the then current monthly installment of the annual Assessment (regardless of whether or not annual Assessments have commenced as provided in Section 5.4 hereof). At the time of each subsequent sale of a Lot, either by the first Owner or any subsequent Owner, to a third-party purchaser, the purchaser shall make a non-refundable contribution to the Association in an amount equal to two (2) times the then current monthly installment of the annual Assessment. The contributions contemplated by this Section 5.14 shall be collected and transferred to the Association at the time of closing of the sale (by Declarant, a builder approved by Declarant, and an Owner, as applicable) of each Lot and shall, until used, be maintained in a segregated account with other such working capital funds for the use and benefit of the Association, including, without limitation, to meet unforeseen expenditures or to purchase equipment, property, or services. The contributions to the working capital fund as provided for herein shall not relieve any Owner of said Owner's obligation to make regular payments of Assessments as the same become due.

ARTICLE VI
DESIGN REVIEW COMMITTEE

Section 6.1. **Composition - Removal**. The Committee shall be composed of three members. The three (3) members shall be appointed by the Board of Directors. Such members may be removed at any time by the Board of Directors, and in the event of such removal or the death, incapacity or resignation of any one of such three members, the Board of Directors shall have full authority to designate a successor who, in like manner, may be removed at any time by the Board of Directors. The Board of Directors may designate a person to serve on the Committee during the temporary absence of any such member. The removal of members, the appointment of successor members, and the designation of such temporary members for the three (3) positions of the Committee shall all be made by the Board of Directors. Notwithstanding the foregoing, until all of the Lots that May Be Included have been conveyed to the first Owner thereof, other than Declarant, Declarant may appoint the members of the Committee, fill any vacancy therein, and remove any member, with or without cause, at any time, and appoint the successor thereof.

Section 6.2. **Review by Committee**. No structure, including but not limited to residences, accessory buildings, barns, stables, paddocks, antennae, flag poles, fences, walls, house numbers, mail boxes, exterior lighting, swimming pools, tennis courts, spas, irrigation system, or other Improvements shall be constructed, altered, re-platted, or otherwise maintained upon any Lot, unless complete plans and specifications therefor, showing the exterior design, height, building material and color scheme thereof, the location of the structures plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing, walls and windbreaks, and the grading plan, as applicable, shall have been submitted to and approved in writing by the Committee, and a copy of such plans, specifications, as finally approved, deposited with the Committee, except Declarant shall be exempt from seeking or obtaining Committee approval during Declarant's development of, construction on or sales of any Lot or Living Unit thereon, or except as prior approval may be waived or certain Improvements exempted in writing or under written guidelines or rules promulgated by the Committee because approval in such case or cases is not reasonably required to carry out the purposes of this Declaration.

Section 6.3. **Procedures**. The Committee may charge a fee, to be set by the Committee, for the review of each set of plans and specifications submitted for each Lot. The amount of the fee will be dependent upon the extent of the necessary review, i.e., if third party professionals (such as architects or engineers) are consulted. The Committee may provide that the amount of such fee shall be uniform for similar types of any proposed Improvements or that the fee shall be determined in any other reasonable manner, such as based upon the estimated cost of the proposed Improvements. Such charges shall be paid by the person or persons submitting such plans and specifications for approval to the Committee.

The Committee shall, from time to time, promulgate, adopt, amend and issue guidelines or rules (the "Architectural Guidelines") relating to the procedures, materials to be submitted and additional factors which will be taken into consideration in connection with the approval of any proposed Improvements. The Architectural Guidelines may specify circumstances under which the strict application of limitations or restrictions under this Declaration will be waived or deemed waived in whole or in part because strict application of such limitations would be unreasonable or unduly harsh under the circumstances. The Architectural Guidelines may waive the requirement for approval of any one (1) or more Improvements or exempt any one (1) or more Improvements from the requirement for approval, if such approval is not reasonably required to carry out the purposes of this Declaration.

A quorum at any meeting of such Committee shall consist of two (2) of the members thereof and any decision shall be reached by the vote of a majority of such members. The Committee's approval or disapproval, as required by any provision of this Declaration shall be in writing. The Committee shall approve or disapprove within thirty (30) days after plans and specifications have been actually received by it, unless such time period is extended by mutual agreement. The decision of the Committee shall be promptly transmitted to the persons or entity submitting the request for approval (the "Applicant") at the address of the Applicant furnished by

the Applicant to the Committee. No plans shall be approved by the Committee unless said plans comply in every respect with the Architectural Guidelines, or the Committee grants a waiver, exemption or variance to the Architectural Guidelines. The Committee shall maintain written records of all applications submitted to it and of all actions it has taken. The Board, the Committee, the members thereof, and their duly authorized representatives shall not be liable, in any manner, for any action or failure of action, approval, disapproval or failure to approve or disapprove in regard to any matter within its jurisdiction hereunder.

Section 6.4. **Committee's Discretion and Enforcement Powers**. The Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations of lands and structures thereon within the Project conform to and harmonize with existing surroundings and structures. The Committee shall not be liable for damages to any person submitting a request for approval or to any Owner within the Project by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such request. Approvals by the Committee are related to the aesthetics and no party shall rely upon such approvals as certifying structural integrity, safety, engineering, soil conditions or absence of natural hazards and the Committee shall have no liability for any defects in the structural integrity, engineering or soils conditions or from effects of natural hazards. Owners shall be responsible for compliance with all applicable building, zoning, and other codes of any governmental or quasi-governmental authority having jurisdiction.

Subject to any approval granted by the Committee, if any Improvements are made in the Project which do not comply with the Architectural Guidelines, then the Committee may require removal of the nonconforming Improvements. If the nonconforming improvements are not timely removed as required by the Committee, then the Committee may enter the Property and/or Lot and remove the nonconforming Improvements, and, pursuant to Section 5.8, require the Board to assess the Owner for the Committee's costs. If any of the above listed activities are commenced without the approval of the Committee as provided herein, the Owner also shall be subject to a fine of up to $200.00 per day for every day the violation exists, which fine shall be paid to, and the collection of which as a special assessment may be enforced by, the Association. By the purchase of a Lot, each Owner agrees, and by its acceptance of title to any Common Area, the Association agrees that the Board and/or Committee shall have all rights at law and equity to abate the nonconforming improvements and to enforce these covenants. The selection of any one remedy by the Committee shall not be deemed an exclusive remedy, and the Committee may concurrently or subsequently utilize other remedies to enforce the covenants on the same matter.

Section 6.5. **Appeal to Board**. If the Committee denies, imposes conditions on, or refuses approval of a proposed Improvement, the Applicant may appeal to the Board by giving written notice of such appeal to the Association and the Committee within thirty (30) days after such denial, imposition of conditions or refusal. The Board shall hear the appeal in accordance with the provisions of the Bylaws or any applicable policy for Notice and Hearing, and, based upon the Board's findings the Board shall decide whether or not the proposed Improvement or

conditions imposed by the Committee, or its successor or assign designated in writing, shall be approved, disapproved or modified.

Section 6.6. **Failure of Committee to Act on Plans**. Any request for approval of a proposed Improvement shall be deemed approved by the Committee unless notice of disapproval or a request for additional information or materials is given to the Applicant within sixty (60) days after the date of receipt by the Committee unless such time period is extended by mutual agreement.

Section 6.7. **Development by Declarant; Reservation of Special Declarant Rights**. No provision of this Declaration, including this Article VI, shall be construed to prevent or limit Declarant's rights during the Special Declarant Rights Period to complete development of property within the boundaries of the Project or elect not to complete development of any part of the Project; to develop Common Areas or to construct Improvements thereon, whether or not required by the Plat or any other requirements imposed by the Town in connection with the approval of the Plat; to construct or alter Improvements on any property owned by Declarant within the Project, to maintain model homes and offices for construction, sales purposes, or similar facilities on any property owned by Declarant within the Project; or to post signs or do any other act or thing incidental to development, construction, promotion, marketing, or sales of property within the boundaries of the Project. Nothing contained in this Declaration shall limit the right of Declarant or require Declarant to obtain approvals during the Special Declarant Rights Period, and Declarant expressly reserves the right, to: (a) excavate, cut, fill, or grade any property owned by Declarant or to construct, alter, demolish, or replace any Improvements on any property owned by Declarant, (b) use any structure on any property owned by Declarant as a construction office, model home, or real estate sales office in connection with the sale of any property within the boundaries of the Project, (c) store construction materials, supplies, equipment, tools, waste or other items on property within the Project that is owned by Declarant, (d) require Declarant to seek or obtain the approval of the Committee or of the Association for any such activity or Improvement on any property owned by Declarant; (e) to develop Common Areas or to construct Improvements to Property thereon, whether or not required by the Town in connection with the approval of the Plat, or to seek or obtain the approval of the Committee or the Association for any such activity or Improvement; (f) right to merge or consolidate the common interest community created hereby with another common interest community of the same form of ownership; or (g) exercise any of the reserved rights of Declarant as elsewhere provided in this Declaration (collectively the "Special Declarant Rights").

ARTICLE VII
LAND USE RESTRICTIONS

All real property within the Project shall be held, used and enjoyed subject to the following easements, limitations, and restrictions, subject to exemptions of Declarant set forth in this Declaration. The strict application of the following limitations and restrictions in any specific case may be modified or waived in whole or in part by the Board in its discretion if such strict

application is not necessary to achieve the purposes of this Declaration or, under the circumstances, would be unreasonably or unduly harsh in comparison to the goals of this Declaration that such strict application is necessary to achieve. Any such modification or waiver must be in writing or be contained in written guidelines or Rules and Regulations promulgated by the Board.

Section 7.1. **Zoning Regulations**. Zoning ordinances, rules and regulations of the governmental entity having jurisdiction shall be observed, and to any extent that these covenants might establish minimum requirements which are more restrictive than the minimum requirements established by said zoning ordinances, rules and regulations, the most restrictive shall apply.

Section 7.2. **Residential Purposes Only**. All Lots shall be for residential purposes only and no building shall be erected or placed on any Lot other than one private residential structure, together with two (2) Outbuildings, two (2) Small Enclosed Structures, and as otherwise permitted in accordance with and provided in Section 7.5.

Section 7.3. **No Business Activity**. Except for a permitted business activity as described in this Section 7.3, and the business activities of Declarant, its successors and assigns, no trade, business or commercial activity shall be conducted, carried on, or practiced on any Lot or in a Living Unit constructed thereon and the Owner of said Lot shall not suffer or permit any Living Unit erected thereon to be used or employed for any purpose that will constitute a nuisance in law or that will detract from the residential value of said Lot or the other Lots in the Project; provided, however, that an Owner may use his Lot for professional or home occupation(s) by computer, mail, or telephone is permissible, so long as the applicable zoning permits such use, there is no external evidence thereof, if customers, clients, or other business associates do not come to the Owner's Lot for any business purposes or the receipt of services, and no unreasonable inconvenience to the residents of any of the other Lots in the Project is created thereby. Nothing herein shall prevent an Owner from renting or leasing said Owner's Living Unit for a single family residence in accordance with the terms hereof. Any lease on any Lot shall provide that the lessee and all occupants of the leased Lot shall be bound by the terms of this Declaration, the Bylaws and the Rules and Regulations of the Association. Immediately upon execution of any Lease, the Owner of such leased Lot must provide the Association with a copy of such Lease along with the name and address for the tenant under such Lease and the contact address for such Owner. Any Living Unit lease, rental agreement, sublease, or other arrangement for occupancy of a Living Unit by a Person other than the Owner or the Owner's immediate family shall have a term, and be for a period, of not less than twelve (12) months. The establishment of sales offices or model homes by Declarant or its authorized designee is deemed a permitted business activity, and exempt from this Section.

Section 7.4. **Living Unit**. Each single-family Living Unit shall be built on at least one Lot and shall meet the following requirements:

(a) **Orientation of Living Unit.** The Living Unit shall be constructed so that the front of the Living Unit faces generally toward the front lot line and is set back in a manner consistent with the Architectural Guidelines and the applicable development code of any governmental authority with jurisdiction. Exceptions for the orientation of the Living Unit may be granted by the Committee if the exterior appearance of sides or rear of house facing the front lot line is equal to or better appearing than the front of the house.

(b) **Submittal of Plans and Specifications for the Living Unit**. Prior to construction of the Living Unit, the Owner shall submit to the Committee, for its approval, the plans and specifications for the Living Unit in accordance with the provisions of Section 6.2 hereof and the Architectural Guidelines. Notwithstanding the specifications provided for herein, all plans and specifications for any Living Unit are subject to the prior written approval of the Committee.

(c) **Square Footage of Floor Area**. The minimum square footage of floor area for a Living Unit shall be as follows:

i) one-story - 2,500 square feet;

ii) two-story - 2,500 square feet; and

iii) other configurations (i.e., bi-level, tri-level)- 2,500 square feet.

The square footage of floor area in a Living Unit shall be calculated in accordance with the zoning and building regulations of the governmental entity having jurisdiction. Each Living Unit must have an attached garage with a minimum three-car capacity, and the square footage of the garage shall not be included in the floor area of the Living Unit.

Section 7.5. **Outbuildings and Small Enclosed Structures.**

(a) **Types**. Only the following Outbuildings are permitted on the Lots: well-maintained Storage Sheds, Greenhouses, and detached garages or garage-like shops not directly attached to the Living Unit which it serves. Lots may also have barns and stables, subject to the restrictions set forth in this Declaration.

(b) **Number of Outbuildings**. Only Two (2) Outbuildings may be constructed upon each Lot.

(c) **Size of Outbuildings**.

i) The Outbuildings shall comply with the Architectural Guidelines, and shall not exceed twenty-eight feet (28') in height, as measured from finished grade to roof peak;

ii) The ground floor area of an Outbuilding serving as a detached garage shall not exceed the square feet of the Living Unit;

iii) The ground floor area of an Outbuilding serving as a barn and/or stable shall not exceed one thousand five hundred (1,500) square feet;

iv) If the Outbuilding will serve as a combined detached garage and barn, the ground floor area of the Outbuilding shall not exceed the total of the two combined as outlined in items ii and iii.

(d) **Location of Outbuildings**. Subject to all applicable governmental requirements, and in accordance with any setbacks or other requirements and conditions set forth in the Architectural Guidelines, the Outbuilding must be placed on the rear portion of the Lot, which is that portion of the Lot between the rear Lot line and the nearest line or point of the Living Unit, and shall be set back at least twenty-five (25) feet from the side and rear Lot lines, except Outbuildings housing Domestic Animals shall be set back (1) twenty-five (25) feet from any Lot line; or (2) ninety (90) feet from any existing Living Unit on any adjacent Lot (subject to the setback requirements from any governmental entity with jurisdiction), whichever is less.

(e) **Design of Outbuildings**. The Outbuildings must be of design, materials, and style similar to, and compatible with, the design, materials and style of the Living Unit, and shall be in compliance with the Architectural Guidelines.

(f) **Submittal of Plans and Specifications for Outbuildings**. Prior to construction of an Outbuilding, the Owner shall submit to the Committee, for its approval, the plans and specifications for any Outbuilding in accordance with the provisions of Section 6.2 hereof and Architectural Guidelines, and a schedule for the construction of the Outbuilding.

(g) **Number, Size, and Location of Small Enclosed Structures**. In addition to two (2) Outbuildings permitted on each Lot, and subject to all requirements set forth with respect to Outbuildings in Section 7.5(d) , (e) and (f) above (which such requirements shall apply), two (2), but not more than two (2), Small Enclosed Structures may be constructed upon each Lot.

Section 7.6. **Animals Generally**.

(a) **Permitted Animals.** Subject to all applicable laws and municipal ordinances, all Domestic Animals will be permitted to be kept upon a Lot in accordance herewith and with any Rules and Regulations promulgated hereunder.

(b) **Prohibted Animals.** Except for Domesitic Animals, no other animals, including but not limited to snakes and exotic animals, are permitted to be raised, grown, maintained, or cared for upon any Lot. For clarity, all animals, except Domestic Animals, shall be prohibited. An Owner may apply for a special exemption to the Committee for permission to keep a prohibited

animal provided such exemption is for a special project for a 4-H Club or school project and the prohibited animal is not kept on the Lot(s) permanently. The Committee shall have the right to deny such application for special exemption for any reason, in the Committee's sole and subjective opinion.

(c) **Buildings and Fences for Animals**. The Committee's approval is required, pursuant to Article VI of this Declaration, for the erection and maintenance of buildings and fences for Domestic Animals, including but not limited to Household Pets; provided, however, that a doghouse that is no more than eight (8) square feet and constructed of design, materials, and style compatible with the Living Unit is permitted without Committee approval.

Section 7.7. **Household Pets; Domesticated Rabbits.**

(a) **Number of Household Pets**. No more than three (3) adult Household Pets of any kind shall be kept, maintained or cared for upon any Property or Lot, including, but not limited to, no more than three (3) dogs.

(b) **Leash Requirements**. Household Pets shall not be allowed to run at large within the Project, but shall be at all times on a leash. Household Pets may run at large on the Owner's Lot, so long as such Household Pets are confined to the Lot in a fenced area. Household Pets may be confined to a Lot by an underground electronic "invisible" fence.

(c) **Domesticated Rabbits**. Domesticated Rabbits are permitted to be kept indoors or outdoors, but in no event more than 10 such Domesticated Rabbits are permitted to be kept outdoors and must be kept in the appropriate hutch(es), which shall not be visible from the street or anywhere in the Project.

Section 7.8. **Large Grazing Animals and Chickens.** Subject to all applicable laws and municipal ordinances, Large Grazing Animals and Chickens, will be allowed upon a Lot if kept in accordance with any Rules and Regulations promulgated hereunder and if the following criteria are met:

(a) **Number of Large Grazing Animals and Chickens**. No more than three (3) Large Grazing Animals and no more than ten (10) Chickens will be allowed for each Lot; provided, however, that roosters shall not be permitted to be kept or maintained on any Lot at any time. A temporary exception may be obtained from the Board, in writing, for young offspring of Large Grazing Animals and/or Chickens kept on the Lot as deemed appropriate by the Board in its discretion.

(b) **Barn and Chicken Coup.** A barn, constructed in accordance with the provisions of Section 7.5 and the Architectural Guidelines, may be provided on each Lot for use by the animals permitted hereunder, including but not limited to Large Grazing Animals; provided that before, any Large Grazing Animal is to be kept and maintained on a Lot, a barn must be

constructed in accordance with the provisions of Section 7.5 and the Architectural Guidelines for use by said Large Grazing Animals. A barn shall not include more than one (1) stall for each Large Grazing Animal; provided that, sheep and goats may share one (1) stall. A chicken coup, constructed in accordance with the provisions of Section 7.5, shall not exceed four (4) square feet per chicken and shall have founts and feeders for the proper and tidy storage of food and water. All haystacks, hay bales, and any other feed for any Large Grazing Animal or for Chickens or other animals permitted hereunder, if any, shall be kept inside an Owner's barn or other appropriate Outbuilding or Small Enclosed Structure, and shall not be stored outside or visible from the street or anywhere in the Project.

(c) **Paddock or Corral; Fenced Open Space**. An outdoor paddock, corral, and/or fenced open space may be included on a Lot.

i) Size. The paddock, corral, and/or fenced open space shall not exceed two thousand (2,000) square feet total.

ii) Location. The paddock, corral, or fenced open space must be adjacent to the barn. The paddock, corral, or fenced open space must be located on the rear of a Lot, between the rear Lot line and the nearest line or point of the Living Unit, and shall be set back (1) twenty-five (25) feet from any Lot line; or (2) ninety (90) feet from any existing Living Unit on any adjacent Lot (subject to the setback requirements from any governmental entity with jurisdiction), whichever is less.

iii) Use. Paddocks, corrals, and/or fenced open space shall be used only by the Large Grazing Animals for exercising, roaming, and walking or the other animals, including chickens, as is customary and appropriate for such animal. Any fenced open space for chickens shall not exceed an area that is greater than ten (10) feet per chicken.

iv) Paddock/Corral Fences Material. Paddock/Corral fences shall be three-rail log fences of solid wood, either in a natural state or treated with a stain or preservative which does not require painting and is essentially maintenance-free. The paddock/corral fences shall not exceed six (6) feet in height and may be lined with 2" x 4", 4" x 4" or 6" x 6" welded wire stable mesh horse fencing material; provided that the Committee may, in its discretion, grant variances to the requirements under this Subsection (c).

(d) **Runoff and Erosion Control**. The runoff and erosion from each barn and paddock or corral shall be controlled so the runoff of water, including waste water, manure and any other materials from the barn and paddock or corral areas, does not flow onto adjacent properties or Lots. The Owner shall be responsible for installing and maintaining all runoff control measures.

(e) **Manure Storage and Removal**. No manure shall be stored in a location or manner such that it is visible. Each Owner keeping Large Grazing Animals on a Lot shall be required to remove the manure and Large Grazing Animal waste material from the barn and paddock at least

two (2) times per month. An Owner shall be required to remove such materials more frequently if the accumulation is creating a nuisance, including but not limited to gathering of flies, odors drifting onto neighboring properties or unsightly conditions.

(f) **Grazing**. The Owner of any Large Grazing Animal(s) kept within a Lot must feed said Large Grazing Animal(s) with food procured away from the Lot. In addition, the Owner must take all steps necessary to protect and maintain grass, trees, shrubs and vegetation on the Lot, and shall not allow de-vegetation to occur. If it comes to the attention of the Committee that any Owner is grazing any Large Grazing Animal on the Lot, and has failed to protect and maintain the vegetation, the Committee may immediately issue an order to cease and desist and take all other actions necessary to enforce this provision.

(g) **Governmental Regulations**. The Owner of any Large Grazing Animal(s) and/or Chickens kept within a Lot, in addition to compliance with the regulations contained herein, must comply with all regulations promulgated by any governmental authority ("Governmental Regulations"), and should there be a conflict between these Declarations and any Governmental Regulation, the Governmental Regulation shall control.

(h) **Slaughter; Deceased Animals**. No Large Grazing Animal shall be slaughtered on or at the Property. Subject to applicable governmental requirements, an Owner may slaughter its Chickens on said Owner's Lot, provided that such Owner carry out such slaughter in a humane, clean, swift manner, as not to cause a disturbance to the other Owners in the Property. Any deceased animals, Large Grazing Animals or otherwise, will be properly and immediately removed from the Property, and in no event will any animal, Large Grazing Animal or otherwise, be buried on the Property.

(i) **Purpose for Animals.** All animals permitted hereunder, including Large Grazing Animals, shall be kept and maintained on the Lots solely for the personal use and enjoyment of the respective Owners thereof, and shall not be raised, kept, maintained, or otherwise located on any Lot for any commercial purpose, including but not included to, the future sale of said animals or animal-related products (including, but not limited to, fur, milk, eggs, etc.).

Section 7.9. **Commencement and Completion of Construction or Alteration**.

(a) **Requirement to Commence Construction**. After plans and specifications, erosion control plans, landscaping plans, grading plans and location have been approved by the Committee, then the construction or alteration of the same shall be carried out forthwith. Such construction or alteration must commence within a period of one hundred eighty (180) days from the date of approval unless the Committee provides otherwise. Except as otherwise approved by the Committee, if no construction activity has taken place within such one hundred eighty (180) day time period, then any approval of the Committee shall be considered null and void, and any later commencement of construction or alteration that was previously approved by the

Committee shall not be so commenced until a new application, including the payment of necessary fees, has been submitted to and final approval issued by the Committee.

(b) **Completion**. All construction or alteration must be completed within nine (9) months from the date the construction or alteration is commenced; provided, however, that the time limit for completion of the construction or alteration may be extended by the Committee as deemed appropriate.

Section 7.10. **Antennae, Tanks, Hazardous Materials**. Subject to federal statutes and regulations governing common interest communities, only Permitted Antennas shall be allowed within the Project. "Permitted Antennas" are defined as (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is less than one meter in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive broadcast television broadcast signals: or (d) other antennas which are expressly permitted under applicable federal statutes and regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes and regulations, such antenna will no longer be a Permitted Antenna for purposes of this Article.

Permitted Antennas shall be installed on a Lot in the least conspicuous location available which permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance or use of the Permitted Antenna. The Association or the Committee may adopt Rules and Regulations regarding location and installation of Permitted Antennas, subject to limitations of applicable federal law. Except as allowed by federal statutes and regulations, no exterior television or any other antennae, microwave dish, satellite dish, satellite antenna, satellite earth station or similar device of any type shall be erected, installed or maintained on a Lot.

No wind powered electric generators shall be allowed, and no outdoor clothes lines shall be installed nor allowed to remain upon any Lot, unless the same, in each instance, is expressly permitted in writing by the Board or Committee or is permitted by the Act as an energy efficiency measure. Where such written permission is granted, such permission is revocable if the item or condition becomes obnoxious to other Owners, in which event the Lot Owner or person having the item or condition complained of shall be given a written notice by the to correct the problem or, if not corrected, the Lot Owner upon written notice will be required to remove the item/condition from their Lot and from the Project.

No storage tanks which extend above the ground shall be erected, placed, or permitted upon any Lot; provided, however, that a Lot may have a single water storage tank not to exceed 250 gallons, subject to restrictions on placement, materials, other features, and use in the

Architectural Guidelines and subject to all requirements and restrictions of all applicable laws and any governmental authority with jurisdiction over the same. No Lot shall be used for storage of explosives, gasoline, or other volatile and/or incendiary materials or devices. Gasoline or fuel, or other chemicals or solvents such as paint thinner, motor oil, and cleaning chemicals may be maintained on an incidental basis on a Lot in an aggregate amount not to exceed twenty (20) gallons.

Section 7.11. **Mailboxes and External Lighting**. All mailboxes and external lighting to be installed shall require the prior approval of the Committee pursuant to Article VI of this Declaration and shall be of a consistent design and quality throughout the Project, shall be in accordance with the Architectural Guidelines, and shall conform to postal service standards.

Section 7.12. **Landscaping**.

(a) **Landscaping Plan**. On or before sixty (60) days after the conveyance of a Lot to a third party purchaser, or at any time an Owner desires to install additional landscaping on any Lot, the Owner shall submit to the Committee, for its approval, a landscaping plan for the Lot, at a scale of 1 "=20' or larger, which shall contain the following information (for purposes of this document, a "third party purchaser" shall mean the purchaser of a Lot and the completed Living Unit constructed thereon):

i) Existing and proposed structures and paving;

ii) Berms, walls, fences or any other buffering devices;

iii) Planting layout, showing tree and shrub locations, ground covers to be used, plant schedule showing number of each species, plant name, size and condition (ball and burlap or container);

iv) A written or graphic statement describing type of irrigation system proposed and areas to be covered; and

v) Any other proposed improvements visible to adjacent Lot Owners or the public.

Any approved landscape plan, including the revegetation of all areas disturbed by construction, shall be completed in accordance with this Declaration and the Architectural Guidelines. Sprinkler systems are mandatory for improved landscaped areas. Irrigation systems shall efficiently distribute water directly to the plants. Temporary, drip or other low-water consumption irrigation systems will be encouraged where appropriate. Except during the establishment period, as hereinafter defined, the irrigated area shall consist of a minimum of 2,500 square feet between the front of the Living Unit and the street right-of-way, twenty (20)

feet on each side of the Living Unit, and an area of at least 40 feet by 90 feet in the rear of the Living Unit.

The Owner of each Lot, in addition to revegetation of all disturbed areas, shall be required to introduce new planting within a period of two (2) years from the date the certificate of occupancy is issued for a Living Unit on a Lot, in accordance with the Architectural Guidelines.

(c) **Erosion Control Plan**. A plan of the erosion control measures shall be implemented to stabilize the Lot during construction and prior to landscaping and the schedule for installation of such erosion control measures shall be provided to the Committee.

(d) **Completion of Landscaping**. For the purposes of this section, a "growing season" shall mean and refer to the period of May 1 through September 30 of each year. As soon as practicable after the certificate of occupancy is issued for a Living Unit on a Lot, the Owner shall have substantially completed the landscaping described above. In the event a certificate of occupancy is issued during a growing season, landscaping must be completed prior to the end of the next full growing season. In the event a certificate of occupancy is issued between October 1 and April 30, landscaping must be completed prior to the end of the next immediate growing season.

(e) **Protection Prior to Landscaping**. In the event landscaping is not completed during the first growing season after the certificate of occupancy is issued (the "Establishment Period"), all areas of unplanted soil shall be protected from erosion by straw mulch and seed, hay bales and/or erosion control matting as necessary to prevent erosion, runoff and loss of bare ground areas.

(f) **Existing Trees**. No tree(s), whether now growing or hereafter grown upon any part of the Project, shall be cut down, moved or transplanted without the prior written approval of the Committee, provided, however, that this restriction shall not apply unless such tree is more than four (4) inches in caliper as measured one (1) foot above grade, and provided further that this restriction shall not be construed to limit in any way reasonable trimming of any trees upon the Project, or which is otherwise specifically approved by the Committee.

(g) **Enforcement**. Should any Owner fail to comply with this Section 7.12, the Committee shall have the power to obtain an order from a court of proper jurisdiction requiring specific performance, or alternatively, may complete the landscaping and require the Owner to pay the costs for such completion to the Association as an Individual Assessment, the collection and enforcement of which shall be performed by the Association.

(h) **Gardens; Composting**. Gardens will be permitted on each Lot for the planting of flowers and/or edible crop, provided that such gardens will be constructed of appropriate material and general aesthetic in accordance with the Architectural Guidelines, and provided that

no Owner shall have a garden that which exceeds 1,500 square feet. All gardens must be irrigated by a drip system only (no sprinkler or flood systems permitted) and shall not cause any Lot to exceed the maximum permitted water usage amount for said Lot. Lot Owners are permitted to engage in, and construct or install reasonably appropriate structures for, composting activities, provided such activities and structures comply with the Architectural Review Guidelines.

Section 7.13. **Fencing**.

(a) **Perimeter Fencing**. Perimeter fencing is the fence on or along the property lines of the Lot and any fences from perimeter fence on the Lot to the Living Unit or Outbuilding.

i) Design and Materials. Perimeter fences along the street frontage, rear lot lines, and common property lines shall be a three-rail western wood post and rail with minimum of 5" round posts and 3" round rails.

ii) Attached Wire Fencing. The interior side of perimeter fencing located on the rear portion of the Lot (including both the rear Lot line and the side Lot lines), between the rear Lot line and the nearest point or line of the Living Unit, may have attached to it steel wire of a type and design so it is not visible from a distance in order to confine children and Household Pets onto the Lot.

(b) **Screening Fences**.

i) Design and Materials. All screening fences must be attached to an Outbuilding and shall be of a design, natural hue and materials architecturally compatible to and coordinated with the design, hue and materials of the Outbuildings. The screened area must be fully enclosed, on all sides. Screening fences shall not exceed five (5) feet in height and must be located on the rear portion of the Lot.

ii) Use. Screening fences shall be used solely for the purpose of screening all views of hay, manure storage, tool storage or any other exterior storage.

(c) **Privacy Fences**. Any privacy fencing to be constructed on any Lot shall be subject to the prior review and approval of the Committee regarding area to be fenced, as well as design and materials.

(d) **Swimming Pool and Tennis Court Fencing**.

i) Swimming Pools. Subject to applicable government requirements, a swimming pool may be constructed on a Lot, provided such swimming pool is constructed in accordance with Architectural Guidelines and applicable government requirements. Any fencing constructed around a swimming pool on a Lot shall be subject to prior approval

of the Committee. Swimming pool fences shall not interfere, to the extent practicable, with the views from neighboring Lots. Swimming pools are not an area requiring privacy fencing. Swimming pool fences should be visually open but designed and constructed to provide the necessary security and safety.

ii) Tennis Court Fencing. Subject to applicable government requirements, a tennis court may be constructed on a Lot, provided such tennis court is constructed in accordance with Architectural Guidelines and applicable government requirements. Fencing constructed around a tennis court shall be subject to prior approval by the Committee, and shall not interfere, to the extent practicable, with the views from neighboring Lots. A tennis court, including tennis court fences, should be architecturally compatible with the Living Unit.

(e) **Prohibited Fencing Materials**. No fences of barbed wire, chain link, wire mesh (except for a(ii) above), slump block, or concrete block shall be allowed.

(f) **General Height and Design Requirements**. Fences, walls, or hedges shall not exceed five (5) feet in height except as otherwise approved by the Committee. Except for fencing materials specifically intended and approved by the Committee to screen portions of a Lot from view, fences shall be of a design and material so as to allow light to pass through and not be a solid wall.

(g) **Approval Required**. All fencing must be specifically approved by the Committee pursuant to Article VI of this Declaration.

(h) **Fence Maintenance**. The Owner shall maintain in good repair and condition all fencing installed on such Owner's Lot, and shall ensure that such fencing is sufficient at all times to prevent permitted Household Pets and horses located on such Lot from straying outside the boundaries thereof.

Section 7.14. **Sight Distance at Intersections**. No structure, fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any comer Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersections of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be planted within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 7.15. **Driveways, Vehicles and Parking**.

(a) **Surface Material of Driveways**. All access from the nearest street to the Living Unit on a Lot shall have a permanent surface of asphalt paving and/or concrete. The driveway shall

have a minimum fifteen (15) foot concrete pan between the driveway and the street and a twenty (20) foot deep concrete apron the full width of the garage doors.

(b) **No Permanent Street Parking**. No vehicle of any kind including, without limitation, automobiles, trucks, semi-trucks and/or trailer, buses, tractors, trailers, camping vehicles, boats, boat trailers, snow mobiles, mobile homes, two- and three-wheeled motor vehicles, or other wheeled vehicles shall be permitted to be parked on any public street for more than twelve (12) hours within the Project.

(c) **Large Vehicles**. Boats, campers, campers not on a truck, mobile or motor homes, trucks other than pickup trucks, horse trailers and other trailers, and other large vehicles shall not be permitted on the Property except within a structure approved in writing by the Committee for such purposes, in a properly screened area as set forth in 7.13, and except for vehicles of guests, visitors, and other Related Users for a period not to exceed Seventy-Two (72) hours in any one (1) month. Tractors, permitted vehicles other than automobiles, snow removal equipment, and garden or maintenance equipment shall be kept at all times, except when in actual use, in a structure approved in writing by the Committee for such purposes.

(d) **Vehicle Repairs**. No maintenance, servicing, repair, dismantling, or repainting of any type of vehicle, boat, trailer, machine, or device may be carried on, except within a completely enclosed portion of the Common Area or Lot, so as to screen the sight and sound of the activity from the street and from other Lots.

(e) **Enforcement**. Without limiting the generality of the powers of the Association with respect to parking, the Association is specifically authorized to have any vehicle parked in an area not designated for parking immediately removed at the expense of the Owner(s) of the Lot who either owns such vehicle or whose Related Users owns such vehicle. The expenses incurred by the Association in accomplishing such removal (and storage, if necessary) shall be an Individual Assessment levied against such Owners and their Lot.

Section 7.16. **Owner Landscape Maintenance Obligations**.

(a) **General**. Each Owner shall be required to maintain his or her Lot in a clean and sightly condition, which shall include, but not be limited to, cutting of ground cover, weeding, and removal of rubbish, trash or garbage.

(b) **Nuisance Weeds**. Each Owner shall kill and/or remove all nuisance plants and weeds as designated in the Colorado Noxious Weed Act, §35-5.5-101, C.R.S. et seq., and any similar laws promulgated by any other governmental entity with jurisdiction.

(c) **Replacement Landscaping**. In the event of death or destruction of any landscaping, including trees, shrubbery or sodding initially required when plans for construction have been approved, the then Owner shall be required to replace such landscaping within thirty (30) days of

death or destruction, or if such destruction occurs outside the growing season, within thirty (30) days of the start of the next growing season. Such replacement landscaping shall meet the minimum standards and requirements of this Declaration and the Architectural Guidelines unless a variance is granted by the Committee.

(d) **Swales and Culverts**. Drainage swales and driveway culverts for each Lot shall be maintained and kept free of weeds and other debris by the Owner of said Lot. Owners shall not alter, obstruct, or obliterate, in any manner, any drainage swales, pans, easements, or channels located or installed, or required to be located or installed, upon the Property pursuant to an Established Drainage Pattern (hereinafter defined).

Section 7.17. **General Owner Maintenance**.

(a) **Repairs to Structures**. In the event of damage to any Living Unit or other structure located upon a Lot, the Owner thereof shall promptly repair such structure within thirty (30) days to substantially its original state, except if such damage renders the structure uninhabitable or a total loss, in which event the Owner shall, within one hundred twenty (120) days after the event resulting in such damage or destruction, either commence and diligently pursue repair or reconstruction or demolish the structure and remove all debris from the Lot, unless otherwise approved in writing by the Committee.

(b) **Screening**. All equipment, garbage cans, woodpiles, or outdoor storage shall be kept screened by adequate planting or conforming building materials so as to be concealed from view of neighboring residences and streets as set forth in Section 7.13(b).

(c) **Trash**. No rubbish, trash, papers, junk or debris shall be burned or allowed to remain or accumulate upon any Lot. No such waste intended for trash pickup shall be placed in a street, driveway, yard, or any area visible from the street or neighboring residences more than twenty-four (24) hours prior to the scheduled pickup.

(d) **Garage Doors**. Garage doors shall be kept closed when not in use.

Section 7.18. **No Temporary Structures**. No temporary house, trailer, tent or other temporary structure shall be placed or erected on any portion of the Project, and no Living Unit shall be occupied in any manner at any time prior to the issue of a certificate of occupancy for such Living Unit, except that temporary canopies and tents may be erected for special events with the prior written approval of the Committee. Further, nothing herein shall prevent Declarant from establishing and maintaining construction offices, offices for security, sales offices and model homes within and upon the Project.

Section 7.19. **Signage; Flags**. No sign, poster, billboard, advertising device, or display of any kind shall be erected or maintained anywhere within the Project so as to be evident to public view, except signs as may be approved in writing by the Committee. One two-sided sign

advertising a Lot for sale or for lease may be placed on such Lot; provided, however, that standards relating to dimensions, color, style, and location of such sign shall be determined from time to time by the Board; provided, however, no signs advertising a Lot for sale or for lease may be placed on the exterior of a Lot or within any yard or landscaped area for such Lot during the development, construction, and sales period for the Project; such signs may be placed on the inside of a window of the Living Unit within such Lot. Notwithstanding the foregoing, during the Special Declarant Rights Period, Declarant shall be permitted to place one-sided or two-sided signs on any Lots which it owns or in the Common Areas to advertise the Lots during the development, construction, and sales period. The Owner or occupants of a Lot may display political signs within the boundaries of a Lot or in the window of a Lot (as defined under Section 38-33.3-106.5(1)(c)(III) of the Act) during the period that begins forty-five (45) days prior to an election and ends seven (7) days after an election, provided that such signs are no larger than the smaller of (a) the size of political signs allowed by local ordinance, or (b) thirty-six (36) inches by forty-eight (48) inches. Notwithstanding anything to the contrary herein, the Owner or occupants of a Lot may display the American flag, service flags and political signs in conformance with C.R.S. § 38-33.3-106.5, and subject to the Rules and Regulations adopted by the Committee or the Board from time to time.

Section 7.20. **No Drilling or Mining**. No oil or gas drilling, oil or gas development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon the surface of any Lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot. This provision shall not apply to any rights granted to any third party to extract oil, gas or minerals granted prior to the recording of the Plat and the recording of this Declaration, nor shall this provision apply to underground operations to remove oil or natural gas from the subsurface under any Lot by means of wells drilled from remote locations outside of the Project.

Section 7.21. **Heating and Cooling Units and Solar Panels**. Heating and cooling units, shall not be installed or allowed to remain on the roof of any building or structure unless such heating and cooling unit is screened from view. Subject to the requirements of the Act, solar panels shall be approved if installed, to the extent practicable, on the roof or on the ground in such a manner as to cause minimal visual impact to surrounding Lots; provided, however, that ground-mounted solar panels shall be screened completely from the street view.

Section 7.22. **Utility Lines**. All utility lines, including, without limitation, water, sewer, gas, electric, telephone, internet, and cable television, shall be buried underground.

Section 7.23. **Sales Offices/Model Homes**. The Declarant may permit sales offices or model homes to be maintained within the Properties, and on specified Lots for the purpose of selling Lots or Living Units. Permission for sales offices must be in writing and signed by the Declarant.

Section 7.24. **Resubdivision of Lots**. The Declarant may, until December 31, 2030, resubdivide any Lot or Lots within the Property. No Lot or Lots shall be subdivided by the Owners or, after December 31, 2030, by the Declarant, except for the purpose of combining portions of a Lot with an adjoining Lot so that no additional building site is created thereby. In no event shall the Lots redesignated by Declarant or the Owners after December 31, 2030, establish any greater number of Lots than approved in the Plat, unless the subdivision is approved by a majority of the votes in the Association.

Section 7.25. **Building Setback and View Protection**. The building setbacks, as set forth in the Architectural Guidelines, shall be complied with on all Lots. In addition to the required building setbacks, plans for the construction of the Living Unit, Outbuildings, fencing and landscaping for each Lot should take into consideration the views from the Lot and the potential impacts of the improvements to be constructed on the view corridors of neighboring Lots. In reviewing plans, the Design Review Committee will consider views and view corridors. Although the Design Review Committee will consider views, there is no guarantee or assurance whatsoever that any particular views can be maintained. It is intended that each Lot within the Project can and will have a Living Unit and associated improvements, such as Outbuildings and landscaping, and that to accommodate the Owner's utilization of each Lot, such improvements may impair some view corridors.

Section 7.26. **Easements**.

(a) **Easements Reserved**. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat or in deeds for utility easements. The Project is also subject to the recorded easements, licenses and other matters listed on **Exhibit C** attached hereto and made a part hereof.

(b) **Maintenance Easement**. The Association, its Board, agents, managing agent, and employees shall have an unrestricted, irrevocable easement to traverse and cross any Lot in the Property in order to perform any of its functions as described in this Declaration.

(c) **Restrictions on Activities in Easements**. Within the easements reserved as shown on the Plat or in deeds for utility easement or described in subsection (b) above, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

(d) **Owners' Maintenance Obligations**. The drainage and utility easements of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

(e) **Easement for Unannexed Property**. The Declarant hereby reserves, for the use and benefit of the annexable Development Property described on **Exhibit D** attached hereto, a non-exclusive, perpetual easement and right of way for pedestrian and vehicular access, ingress and egress, on, over and across the roads, driveways, streets. sidewalks, access ways and similar Common Areas, now or hereafter constructed, erected, installed or located in or on the Project; and on, over, across and under the Common Areas for utilities and the construction, location, erection, installation, storage, maintenance, repair, renovation, replacement and use of any utilities Improvements that may now or hereafter serve the annexable land or any portion thereof described on Exhibit D attached hereto (herein collectively the "Annexable Area Easement"). By virtue of this Annexable Area Easement, the Declarant generally intends to provide for pedestrian and vehicular access and for utilities services to those portion(s) of the annexable Development Property which have not been included, from time to time, in the Project pursuant to Section 8.7 hereof. Hence, the Annexable Area Easement shall be in effect for each portion of the Development Property, from and after recording of this Declaration, but shall cease to be effective as to each portion of the Development Property at such time as the following have occurred with respect to such portion of the Development Property: annexation of such portion of the Development Property to this Declaration pursuant to the aforesaid Section; and expiration of the Declarant's right to annex or withdraw such portion of the Development Property from this Declaration.

Section 7.27. **Surface Drainage and Erosion Control**.

(a) **Acknowledgement**. The soils within Colorado consist of both expansive soils and low-density soils which will adversely affect the integrity of a Living Unit or other structure if the Living Unit, the other structures and the Lot on which they are constructed are not properly maintained. Expansive soils contain clay minerals which have the characteristic of changing volume with the addition or subtraction of moisture, thereby resulting in swelling and/or shrinking soils. The addition of moisture to low-density soils causes a realignment of soil grains, thereby resulting in consolidation and/or collapse of the soils.

(b) **Disclaimer**. The Declarant, as well as its members and its managers, shall not be liable for any loss or damage to any Living Unit or other structure or to any Person, caused by, resulting from, or in any way connected with soil conditions on any Lot, including, by example and not limitation, expansive soils.

(c) **Moisture**. Each Owner of a Lot shall use his or her best efforts to assure that the moisture content of those soils supporting the foundation and the concrete slabs forming a part of the Living Unit constructed thereon remain stable and shall not introduce excessive water into the soils surrounding the Living Unit or other Living Units.

(d) **Natural Flows**. All natural surface drainage, whether off site or on site, shall always be permitted to freely pass through all Lots as required in order to reach its natural destination. The Owner of a Lot shall not impede or hinder in any way the water falling on or

passing through the Lot from reaching any "Established Drainage Pattern" for the Lot and the Property. "Established Drainage Pattern" means the drainage pattern which exists at the time of the overall grading of any Lot and includes the positive slope away from the Residence built on the Lot in accordance with the status thereof as of the date of the completion of the Residence on the Lot as reflected on the finished grading plan and as-built civil engineering plan for such Lot and the drainage certificate, if any, provided to the Owner of each Lot reflecting the existing positive slope away from the Residence upon completion thereof.

(e) **No Interference**. There shall be no interference with the Established Drainage Pattern over any other portion of the Property, except as approved in writing by the Committee. Approval shall not be granted unless provision is made for adequate alternate drainage evidenced by a certified report from a civil engineer. No Owner will install Improvements, including, but not limited to, landscaping, items related to landscaping, earth berms, walls, walks, driveways, parking pads, patios, fences, Living Units, additions to a Living Unit, Outbuildings, or any other item or Improvement which will change the grading and Established Drainage Pattern of the Lot or any other area of the Property.

(b) **Erosion**. The Owner shall implement erosion control measures to stabilize the Lot during construction and prior to landscaping to protect the Lot from erosion and to prevent erosion of the Lot and runoff from the Lot from flowing onto the streets, adjoining Lots and public areas or Common Areas. The owner shall implement and maintain erosion control measures following construction and landscaping if necessary to protect the Lot from erosion and to prevent erosion of the Lot and runoff from flowing onto the streets, adjoining Lots and public areas or Common Areas.

(c) **Large Grazing Animal Facilities**. Runoff from Large Grazing Animal facilities is prohibited, as provided in Section 7.7(d).

Section 7.28. **No Noxious or Offensive Activity**. No noxious or offensive activity shall be carried on or allowed upon any portion of the Project nor shall anything be placed on any portion of the Project which is a nuisance or causes embarrassment, disturbance or annoyance to others. Additionally, the discharge of firearms on any portion of the Project is expressly prohibited, and no open fires shall be lighted or permitted on any property within the Project except in a contained barbecue unit while attended and in use for cooking purposes or within an interior or exterior fireplace designed to prevent the dispersal of burning embers.

Section 7.29. **No Annoying Light, Sounds or Odors**. No light shall be emitted from any portion of the Project which is unreasonably bright or causes unreasonable glare; no sound shall be emitted on any Property which is unreasonably loud or annoying; and no odor shall be emitted on any portion of the Project which is noxious or offensive to others. By way of example and without limitation, habitually barking, howling or yelping dogs shall be deemed a nuisance.

Section 7.30. **Private Water Supplies and Sewage Disposal**. No individual water supply system shall be permitted on any Lot, except as otherwise set forth in Section 7.10 hereof with respect to a single water storage tank, and except for any reasonably related collection systems, subject to the Architectural Guidelines and applicable law.

Section 7.31. **Windows and Awnings**. No reflective materials, including but not limited to aluminum foil, reflective screens or glass, mirrored or similar type items shall be permitted to be installed or placed on the outside or inside of any windows of any Living Unit or Outbuilding or any other part of a Lot, which can be seen from the outside of the Project or from other portions of the Project, unless otherwise approved by the Committee. Further, no bed sheets, newspaper or similar items shall be permitted to be installed or placed on the outside or inside of any windows of any Living Unit or Outbuilding or any other part of a Lot which can be seen from outside of the Lot, unless otherwise approved in writing by the Committee.

Section 7.32. **Amendment of Land Use Restrictions/Variances**.

(a) **Amendment**. Article VII of this Declaration may be amended in accordance with the applicable provisions of the Act.

(b) **Variances**. Notwithstanding the foregoing, the Committee may authorize variances from compliance with any of the provisions, covenants, conditions and restrictions contained in this Article VII when circumstances such as topography, natural destruction or hardship may require. Such variances must be evidenced in writing and may be recorded. If such variances are granted, no violation of the provisions, covenants, restrictions, and conditions contained in this Article VII shall be deemed to have occurred with respect to the manner for which the variance was granted, and subsequent Owners may rely on and shall be bound by the provisions set forth in the variance. The granting of such a variance shall not operate to waive any of the provisions, covenants, conditions and restrictions contained in this Declaration for any purpose except as to the particular portion of the Property and the particular provision covered by the variance.

Section 7.33. **Illegal Acts; Marijuana**. Nothing shall be done or kept in or on any Lot or within the Common Areas or any part thereof that would be a violation of any statute, rule, ordinance, regulation, permit, or other validly-imposed requirement of any governmental or quasi-governmental body having jurisdiction. **Specific provisions related to Marijuana. Colorado Amendments 20 and 64 permit the cultivation, distribution and use of marijuana in specific and limited circumstances. The State of Colorado also has passed additional legislation governing the use of medical and recreational marijuana (hereafter, "Colorado Marijuana Laws"). Despite these Colorado Marijuana Laws, the Federal Controlled Substances Act categorizes marijuana as a Schedule 1 Controlled Substance, and further provides that the cultivation, distribution, or possession of marijuana is a federal criminal offense. No Common Area, Lot, Living Unit or other Improvements thereon may be used for any display, transfer, distribution, processing, sale, storage (other than an amount for personal use as permitted by Colorado law), transportation, or cultivation of marijuana or any part**

of a marijuana plant in violation of the Federal Controlled Substances Act. Any possession, consumption, cultivation or medical or recreational use of marijuana or any part of a marijuana plant shall be in strict compliance with any and all laws of the State of Colorado and the Town.

Section 7.34. **Rules and Regulations**. The restrictions contained in this Article VII are minimum restrictions, and nothing contained herein shall restrict the right of the Board to adopt more stringent restrictions as permitted by Section 2.1 (c) of this Declaration.

Section 7.35. **Severability**. In the event any provisions of the Land Use Restrictions contained in this Article VII, or any part thereof; shall be held to be unenforceable by a court of competent jurisdiction, the remaining provisions will be unaffected.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.1. **Enforcement**. Subject to any policies regarding the enforcement of this Declaration approved by the Board, the Owner of any Lot within the Project, or the Association, or the Declarant, may enforce the restrictions and limitations or covenants herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of the said restrictions and limitations or covenants either to recover damages for such violations or to restrain such violation or attempted violations or may recover such damages as may ensue because of such violation including costs of suit and attorney's fees. Selection of any one remedy shall not prevent the Owner, Declarant, or Association from also utilizing other legal or equitable remedies to enforce those provisions. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.2. **Severability; Gender**. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 8.3. **Amendment and Termination**. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of the Owner of any Lot subject to this Declaration. their respective legal representatives, their heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Subject to the Declarant's reservations in this Section 8.3 and in Section 8.7 of this Declaration, and to other provisions of this Declaration, this Declaration may be amended or revoked, and additional real property annexed to the Property, by an instrument signed by not less than sixty-seven percent (67%) of the Owners of Lots then covered by this Declaration, which instrument shall be recorded in the real estate records of the Clerk and Recorder. Notwithstanding the foregoing, Declarant hereby reserves and is granted the right and power but not the duty to record a special

amendment to this Declaration at any time and from time to time until December 31, 2030, which amends this Declaration (i) to comply with the requirements of the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Federal National Mortgage Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public, or private entity which performs (or may perform in the future) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee Mortgages covering Lots; (iii) to correct clerical, typographical or technical errors; or (iv) to comply with the requirements of the governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a special amendment on behalf of each Owner. Each deed, Mortgage or other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of Declarant to make or consent to a special amendment. No special amendment made by Declarant shall impair the lien of a First Mortgage upon a Lot or any warranties made by an Owner or Mortgagee in order to induce any of the above agencies or entities to make, purchase, insure, or guarantee a Mortgage on such Owner's Lot.

(a) **Amendments Before Conveyances**. Until the first Lot subject to this Declaration is conveyed by Declarant to the first Owner (other than Declarant or a successor declarant), any of the provisions contained in the Declaration may be amended or terminated by Declarant by the recordation in the real property records of the Clerk and Recorder of an amendment, executed by Declarant, setting forth such amendment or termination.

(b) **Amendments for Exercise of Reserved Rights**. During the Special Declarant Rights Period, the Declarant may make amendments to this Declaration as necessary and as required by applicable law in connection with the exercise of any rights reserved by the Declarant under this Declaration.

Section 8.4. **Limited Liability and Indemnification**. Neither the Declarant, nor its successors or assigns designated in writing, nor the Association, nor the Board, nor the Committee, nor any member, agent or employee of any of the same shall be liable to any party for any act or failure to act with respect to any matter, if the action taken or failure to act was in good faith and without malice. Such parties shall be reimbursed by the Association for any costs and expenses, including attorneys' fees, incurred by them, with the prior approval of the Association (which approval shall not be unreasonably withheld or delayed), as a result of threatened or pending litigation in which they are or may be named as parties.

Section 8.5. **Association Maintenance**. By the purchase of a Lot, each Owner agrees that the Association may, if deemed necessary by the Association in its sole discretion, enter into any exterior portions of any Lot and perform maintenance required by this Declaration if the Owner has neglected or refused to perform the maintenance in a timely or prudent manner. If the Association performs said maintenance, the Association may assess as an Individual Assessment all maintenance, and related administrative and legal costs, against the Owner and the Lot.

Section 8.6. **Notices**. Any notice permitted or required to be given under this Declaration or under the Bylaws, including any notice by the Association to any Member or Owner and any notice by any Member or Owner to another Member or Owner required by this Declaration or the Bylaws, shall, unless otherwise specified in this Declaration or in the Bylaws, be in writing and may be given either personally, by regular mail, certified mail, registered mail, local or national commercial courier or delivery service, successful and confirmed facsimile transmission, or by any other means that is then commonly in use in the United States as a means of giving important notices and which is designated by the Board as an appropriate means for giving notices hereunder. All notices given by regular mail shall be deemed to have been received on the third business day after being mailed and all other notices shall be deemed to have been received on the date actually delivered unless the Board of Directors shall adopt a universally applicable rule as to any specific method of giving notices, in which case such rule shall be applicable to all notices given by such method. All notices shall be to any Person at the address given by such Person to the Association for the purpose of service of such notice or to the Lot of such Person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association; provided that all such notices shall be at addresses located in the United States and no more than two (2) Persons and addresses (other than the First Mortgagee) may be designated as being entitled to notices with respect to any Lot. If directions for notice are given to the Association that are inconsistent with the foregoing, the Association may ignore such directions.

Section 8.7. **Annexation by Declarant**.

(a) Notwithstanding anything to the contrary herein, the Declarant, for itself, its successors and assigns, reserves until December 31, 2030, the right to annex additional Development Property to this Declaration, as described on Exhibit D attached hereto, without the consent of the Members. However, any such annexation is subject to a determination by HUD or VA (If the Declarant desires to attempt to obtain HUD or VA approval of the property being annexed) that the annexation is in accord with the general plan approved by them and that the structures to be located thereon will be of comparable style, quality, size and cost to the existing Improvements. Each such annexation shall be effected, if at all, by recording of a plat or map of the property to be annexed (unless such plat or map has previously been recorded), and by recording in the office of the Clerk and Recorder a Supplemental Declaration of Annexation, which document shall provide for annexation to this Declaration of the property described in such Supplemental Declaration of Annexation, shall state that the Declarant (or other Person) is the owner of the Lots thereby created, shall assign an identifying number to each new Lot, shall describe any Common Area within the property being annexed, shall reallocate the Allocated Interests among all Lots, shall set forth the effective date of such annexation and reallocation of interests, and may include such other provisions as Declarant deems appropriate. All provisions of this Declaration, including but not limited to, those provisions regarding obligations to pay Assessments to the Association and any right to cast votes as Members, shall apply to annexed property as provided for in the recorded Supplemental Declaration of Annexation with respect

thereto. Such Supplemental Declaration of Annexation shall be deemed an amendment to the Declaration for purposes of the Act. In addition to the foregoing, the Declarant may amend this Declaration at any time until December 31, 2030, as noted hereinabove, in order to add additional real estate to the Project from such locations as the Declarant may elect in its sole discretion, so long as the total additional real estate so annexed to the Project pursuant to this sentence, and not described in the attached Exhibit A does not exceed ten percent (10%) of the total area described in the attached Exhibits A and D.

(b) Each portion of the Project which is annexed to this Declaration by a Supplemental Declaration of Annexation, as provided in the preceding subsection (a), shall be subject to a right of withdrawal by the Declarant. Such withdrawal may be accomplished, if at all, in accordance with the Act. However, the Declarant's right to withdraw each such portion of the Project shall expire and terminate, as to each portion of the Project which has been annexed to this Declaration, upon the first conveyance of any Lot in such portion of the Project to any Person other than the Declarant.

(c) Except as may be otherwise provided by the provisions of such supplement(s) of this Declaration, all of the provisions contained in this Declaration shall be applicable to such additional Lots submitted to the Project. Although it is contemplated that additional lands may be ultimately annexed to this Project, the Declarant, its appointees, successors and assigns, shall have no affirmative obligation to do so. The rights of the Declarant, its appointees, successors and assigns, as defined in this Declaration, shall apply to all real property which is added to this Project in accordance with these provisions relating to enlargement thereof. Each Owner shall have the non-exclusive right, together with all other Owners, to use all Common Areas in the Project, and any supplements or additions thereto in any property owned by the Association for the general use of Owners, subject to the terms of this Declaration and the reasonable Rules and Regulations of the Association. This easement shall be irrevocable and shall be for the purpose of ingress and egress, recreational, and social use and shall apply to all Common Areas and all property hereafter owned by the Association and committed to the Project. Voting rights shall commence as to each Lot upon its annexation to the Project pursuant to this Section 8.7.

Section 8.8. **Acceptance of Provisions of all Documents**. The conveyance or encumbrance of a Lot shall be deemed to include the acceptance of all of the provisions of this Declaration, the Articles, the Bylaws, the Architectural Guidelines and the Rules and Regulations, and shall be binding upon each grantee without the necessity or inclusion of such express provision in the instrument or conveyance or encumbrance. The easements and rights created in this Declaration for the benefit of an Owner shall be appurtenant to the Lot of that Owner and all conveyances and other instruments affecting title to a Lot shall be deemed to grant and reserve the easements and rights as provided in this Declaration, as though set forth in said instrument in full, even though specific reference to such easements or rights do not appear therein.

Section 8.9. **Conflicts**. In the event there shall be any conflict between the provisions of this Declaration and any provision of the Articles, Bylaws, Architectural Guidelines, or any Rule or Regulation, the provisions of this Declaration shall be deemed controlling.

Section 8.10. **Transfer of Special Declarant Rights**. Any or all of the Special Declarant Rights, including but not limited to the right to annex Development Property, may be transferred in whole or in part to other Persons; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration. No such transfer or assignment shall be effective unless I tis in a Recorded instrument signed by Declarant and the Person to whom the rights are transferred or assigned.

Section 8.11. **Mortgagee Provisions**.

(a) First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Area, and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association; provided, however, First Mortgagees may not exercise rights hereunder as long as the Association is contesting any tax or other charges in good faith.

(b) Upon written request to the Association which identifies the name and address of the First Mortgagee and the Lot number or address, a First Mortgagee will be entitled to timely written notice of (i) any proposed termination of the Project (ii) any delinquency in the payment of assessments or charges owed by an Owner subject to a First Mortgage which remains uncured for a period of sixty (60) days, or any other default under the terms of the Declaration, the Articles, or the Bylaws which remains uncured for a period of sixty (60) days and (iii) any proposed action or amendment of the Declaration, the Articles or the Bylaws for which the consent of a specified percentage of First Mortgagees is required.

(c) Any lien which the Association may have on any Lot in the Project for the payment of Assessments attributable to such Lot shall be subordinate to prior tax liens and, subject to the terms of this instrument and any law to the contrary, to the lien of any First Mortgage on the Lot recorded prior to the date any such Assessments become due.

(d) Subject to the Act and subject to the provisions of this instrument, each holder of a First Mortgage who acquires title to a Lot by virtue of a foreclosure or a deed in lieu thereof, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid Assessments and charges against the Lot which accrue prior to the time such Mortgagee or purchaser acquires title to the Lot, except for claims for a pro rata reallocation of such Assessments or charges to all Lots including the mortgaged Lot.

(e) No breach of any of the covenants, conditions, or restrictions of this Declaration shall defeat or render invalid the lien of a First Mortgage made in good faith and for value.

Section 8.12. **Remedies Cumulative**. Each remedy provided under this Declaration is cumulative and not exclusive.

Section 8.13. **Costs and Attorneys' Fees**. In any action or proceeding under this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

Section 8.14. **Liberal Interpretation**. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purposes set forth herein.

Section 8.15. **Governing Law**. This Declaration shall be construed and governed under the laws of the State of Colorado

Section 8.16. **Mediation of Disputes**. All claims and disputes between any Owner or the Association acting on behalf of any Owner(s) against the Declarant or Declarant's assignees arising or relating either to the terms of the home buyer warranty or concerning any other construction and development defect shall first be submitted to mediation before resorting to arbitration or court action. Mediation is a process in which parties attempt to resolve a dispute by submitting it to an impartial, neutral mediator who is authorized to facilitate the resolution of the dispute, but who is not empowered to impose a settlement on the parties. Mediation fees, if any, shall be divided equally between the parties involved. Before the mediation begins, the parties agree to sign a document limiting the admissibility in arbitration or any civil action or anything said, any admission made, and any documents prepared, in the course of the mediation consistent with Colorado law. If any party commences an arbitration or court action based on a dispute or claim to which this paragraph applies without first attempting to resolve the matter through mediation, then in the discretion of the arbitrator or judge, the party shall not be entitled to recover attorneys' fees even if they would otherwise be available to that party in any such arbitration or court action.

Section 8.17. **Arbitration of Disputes**. Any and all disputes, claims and/or controversies in law or equity between any Owner or the Association acting on behalf of any Owner(s) against the Declarant arising out of, related to, or in any way connected with the Property, this Declaration, or any resulting transaction, which are not settled through mediation shall be decided by neutral, binding arbitration and not by court action. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA) under its Construction Industry Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Each Party shall bear its own costs and expenses and an equal share of the arbitrator’s and administrative fees of arbitration. Notwithstanding the foregoing, if a party unsuccessfully

contests the validity or scope of arbitration in a court of law, the arbitrator or the court shall award reasonable attorneys' fees and expenses incurred in defending such contests, including those incurred in trial and on appeal, to the non-contesting party. All decisions respecting the arbitrability of any claim shall be decided by the arbitrator.

The award of the arbitrator shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of all parties to the claim.

Section 8.18. **No Representations or Warranties**. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its agents or employees in connection with any portion of the Project, or any Improvement, its or their physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing.

Section 8.19. **Disclaimer Regarding Safety**. DECLARANT AND THE ASSOCIATION HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE PROJECT. BY ACCEPTING A DEED TO PROPERTY WITHIN THE PROJECT, EACH OWNER ACKNOWLEDGES THAT DECLARANT AND THE ASSOCIATION ARE ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED HEREIN, OR IN THE ARTICLES OF INCORPORATION, BYLAWS, AND RULES AND REGULATIONS OF THE ASSOCIATION. AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE PROJECT.

Section 8.20. **Dedication of Common Areas**. Declarant, in recording this Declaration, has designated certain areas of land as Common Areas intended for the common use and enjoyment of Owners for recreation and other activities and purposes, as provided in this Declaration. Except for easements within the Common Areas that are dedicated by the Plat as public access, drainage or utility easements, the Common Areas owned by the Association are not dedicated hereby for use by the general public, but are dedicated to the common use and enjoyment of the Owners as more fully provided in this Declaration.

Section 8.21. **Radon Gas Notice**. Elevated levels of naturally occurring radon gas may be present in some residential structures in Colorado. Governmental authorities have voiced concerns about the possible adverse effects on human health from long term exposure to high levels of radon gas. Each Owner is responsible to conduct such Owner's own investigation and consult with such experts as such Owner deems appropriate with respect to the presence or absence of radon gas in the soil on that Owner's Lot. Furthermore, each Owner shall be solely responsible for the mitigation of radon gas on such Owner's Lot. The Declarant, its members and managers, and the builder of the initial Living Unit on a Lot shall not be liable for the existence

of radon gas in any Living Unit, for any loss or damage to any Living Unit or other structure, or for any injury to any Person caused by, or resulting from, or in any way connected with the existence of radon gas on any Lot.

Section 8.23. **Incorporation of Recitals**. The Recitals are incorporated into this Declaration as substantive provisions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this _____ day of _____, 20_____.

DECLARANT:
PFI Properties I LLC

By: _____
Name: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of PFI Properties I LLC, Declarant.

Witness my hand and official seal.

My commission expires: _____.

SEAL

_____
Notary Public

EXHIBIT A
DESCRIPTION OF PROPERTY

EXHIBIT B
DESCRIPTION OF THE COMMON AREA

EXHIBIT C
RECORDED EASEMENTS AND LICENSES

EXHIBIT D
ANNEXABLE DEVELOPMENT PROPERTY

Summary Report	
Title	**compareDocs Comparison Results**
Date & Time	1/5/2021 12:37:08 PM
Comparison Time	3.95 seconds
compareDocs version	v5.0.0.64

Sources	
Original Document	[#00636511.DOCX] [v1] Pautler Farms Estates Declaration - CP2 revised (V3) (00624763).DOCX
Modified Document	[#00640713.DOCX] [v1] Pautler Farms Estates Declaration - CP2 revised (V4).DOCX

Comparison Statistics	
Insertions	17
Deletions	8
Changes	23
Moves	0
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	48

Word Rendering Set Markup Options	
Name	
Insertions	
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Moves / ~~Moves~~	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
Inserted cells	
Deleted cells	
Merged cells	
Changed lines	Mark outside border.
Comments color	By Author.
Balloons	True

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	False
Flatten Field Codes	Word	True
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	[Yes / No]
Summary Report	Word	End
Detail Report	Word	Separate (View Only)

Document View	Word	Print
Remove Personal Information	Word	False

PAUTLER FARMS ESTATES: LOT LANDSCAPE GUIDELINES

I. Introduction

The document intends to establish Guidelines that ensure a consistent landscape design and quality, while still encouraging individual expression by residents. These Guidelines are meant to provide homeowners with a set of parameters to prepare their designs and specifications allowing Pautler Farms Estates to be known for climate-wise standards in landscape design. Pautler Farms Estates will celebrate xeriscape design practices with plantings emphasizing the native environment of Northern Colorado.

Seven Principles of Xeriscape Design:

- Plan and design for water conservation
- Improve the soil
- Limit turf area
- Irrigate efficiently
- Select appropriate plants and hydro-zone
- Mulch to reduce evaporation
- Maintain your xeriscape

II. Residential Lot Landscape Design Guidelines

A. Required Plant Quantities & Ground Treatment

Lot landscape shall follow xeric principles to the greatest extent possible. Each lot is to have a minimum of 25% living coverage* of the total landscape area within three years of installation. Group plants in clusters to create concentrated zones for irrigation. Utilize rock cobble and boulders as decorative accents and ground coverage where live plantings are not used. Landscaping along property lines should be coordinated so that transitions are cohesive. Lot landscape is to be installed within one month of construction completion, weather permitting. The design should use point-source drip irrigation to the greatest extent possible.

*Definition: Living Coverage – Living coverage means that a certain percentage of the area must be planted and fully covered by live plant material such as ground cover, perennials, shrubs, grasses, etc. These areas are not to include mulches or artificial landscape such as artificial turf.

General Notes:

- The trees shall be located so as not to interfere with sight distances at driveways.
- Trees required in the adjacent right-of-way may not be used to meet lot standards.
- Trees shall maintain a minimum 5’ offset from dry utilities, 10’ offset from wet utilities and 15’ from fiber-optic lines. If required trees cannot be located without violating these offsets, the reviewing authority may waive the requirement.

<u>MINIMUM REQUIREMENTS</u>

- Lots
  - 2 (Two) Deciduous Trees
  - 4 (Four) Shrubs
  - Irrigated turf area is not to exceed 20% of the property area
  - Any other areas that will not be landscape beds must be covered by the Low Grow Seed mix- as specified below. Exceptions may apply for any livestock needs.
- Corner Lots
  - For corner lots the same quantities shall be required for each street as listed above.

B. Water Use Requirements

The overall development has a limit to water consumption and each lot must comply with that requirement. When developing the lot landscape and irrigation plan, the total spray irrigated area (permanent irrigation, not temporary for seed establishment) cannot exceed 5,900 SF.

WATER USE BREAKDOWN

The total spray irrigated area will be 5,900 SF for each lot. The landowner can have a combination of spray and drip irrigation on the lot. The ratios below are how different landsacpe layouts can meet the requirements.

1 SF Spray Irrigated Area= 1 SF Spray Irrigated Area
1 SF Spray Irrigated Area= 1.66 SF Drip Irrigated
1 SF Spray Irrigated Area= 2.5 SF Xeric Drip Irrigated

For example: A landowner could have 3,000 SF of spray irrigated sod, 3,000 SF of drip irrigated plant beds, and 2,700 SF of xeric drip irrigated plant beds and their total use would be the equivalent of 5,887 SF of spray irrigated area.

SEPARATE IRRIGATION METER:

In order to be able to track irrigation use at each property, we are asking each landowner to provide a separate irrigation meter for the water use outside of the house. Please refer to the Standard Residential Meter detail in the Johnstown Part III Water System Design Standards when specifying the separate irrigation meter.

SUBMITTAL TO HOA:

A completed landscape and irrigation plan shall be submitted to the HOA for review prior to installation. The plan shall include an irrigation water use breakdown chart with the submittal.

C. Minimum Plant Sizes at Installation

Deciduous Trees: 1.5 Caliper Inches B&B
Evergreen Trees: 6' Height B&B
Shrubs: #1 (1 Gallon) Container – Minimum 18" Height or Spread
Ornamental Grasses: #1 (1 Gallon) Container
Perennials: #1 (1 Gallon) Container

D. Recommended Plant List

DECIDUOUS TREES
- Autumn Blaze Maple
- Western Catalpa
- Common Hackberry
- Thornless Honeylocust
- Kentucky Coffeetree
- Amur Corktree
- White Oak
- Swamp White Oak
- Bur Oak
- English Oak
- Elm (Disease Resistant Cultivar)

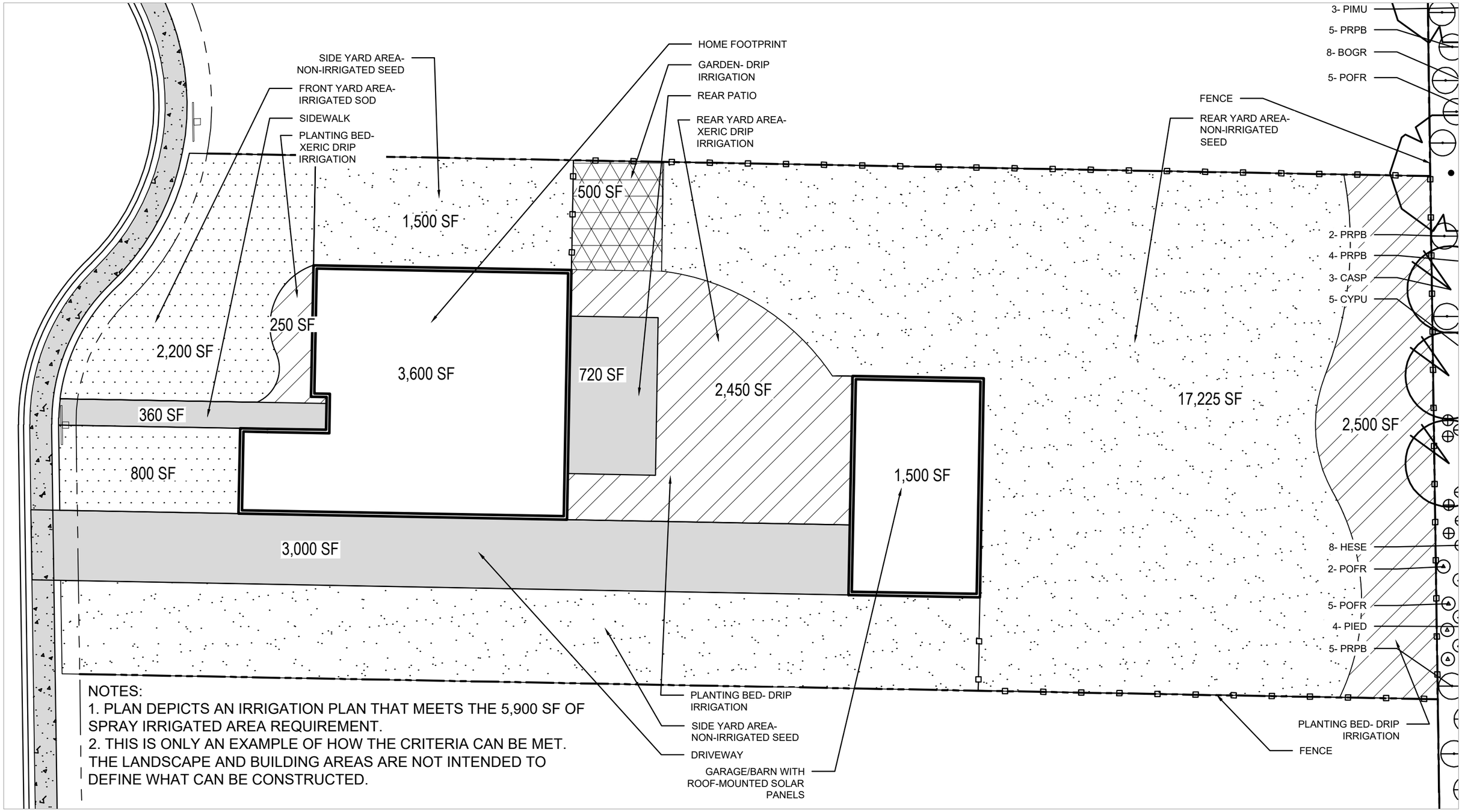
EVERGREEN TREES
- Colorado Blue Spruce
- Bristlecone Pine
- Pinyon Pine
- Austrian Pine
- Ponderosa Pine

ORNAMENTAL TREES
- Hot Wings Maple
- Allegheny Serviceberry
- Thornless Hawthorn
- Goldenrain Tree
- Crabapple
- Gambel Oak

UPRIGHT JUNIPERS
- Spartan Juniper
- Skyrocket Juniper

DECIDUOUS SHRUBS
- Regent Serviceberry
- Leadplant
- Blue Mist Spirea
- Fernbush
- Rabbitbrush
- Apache Plume
- Woadwaxen
- Russian Sage
- Littleleaf Mockorange
- Ninebark
- Potentilla
- Western Sand Cherry
- Sumac
- Lilac

EVERGREEN SHRUBS
- Manzanita
- Spanish Gold Broom
- Oregon Grape Holly
- Globe Blue Spruce
- Mugo Pine
- Yucca



NOTES:
1. PLAN DEPICTS AN IRRIGATION PLAN THAT MEETS THE 5,900 SF OF SPRAY IRRIGATED AREA REQUIREMENT.
2. THIS IS ONLY AN EXAMPLE OF HOW THE CRITERIA CAN BE MET. THE LANDSCAPE AND BUILDING AREAS ARE NOT INTENDED TO DEFINE WHAT CAN BE CONSTRUCTED.

1 SAMPLE LOT DIAGRAM

SCALE: NOT TO SCALE

ORNAMENTAL GRASSES

- Blue Grama
- Blue Avena
- Mexican Feather Grass
- Switch Grass
- Little Bluestem

PERENNIALS

- Yarrow
- Hyssop
- Coneflower
- Torch Lily
- Walker's Low Catmint
- Prairie Coneflower
- May Night Salvia
- Autumn Joy Sedum

GROUNDCOVER

- Ice Plant
- Wooly Thyme
- Turkish Veronica

SEED MIX

Low Grow Grass Mix: 8-12" Height per Growing Season.

For new seeding, broadcast at 20-25 Lbs./acre or drilled at 15-20 Lbs./acre. For over-seeding, broadcast at 10-15 Lbs./acre or drilled at 5-10 Lbs./acre.

30% Ephraim Crested Wheatgrass
25% Sheep Fescue
20% Perennial Rye
15% Chewings Fescue

Note: Low Grow Wildflower seed may be added to this mix

E. Fencing Guidelines

Open Rail Fence (Exhibit A) is to be the standard for this development. Solid Fence (Exhibit B) may be installed at the builder or Homeowner's discretion it cannot abut any County Road. The following are specific requirements of these fence types.

Note:

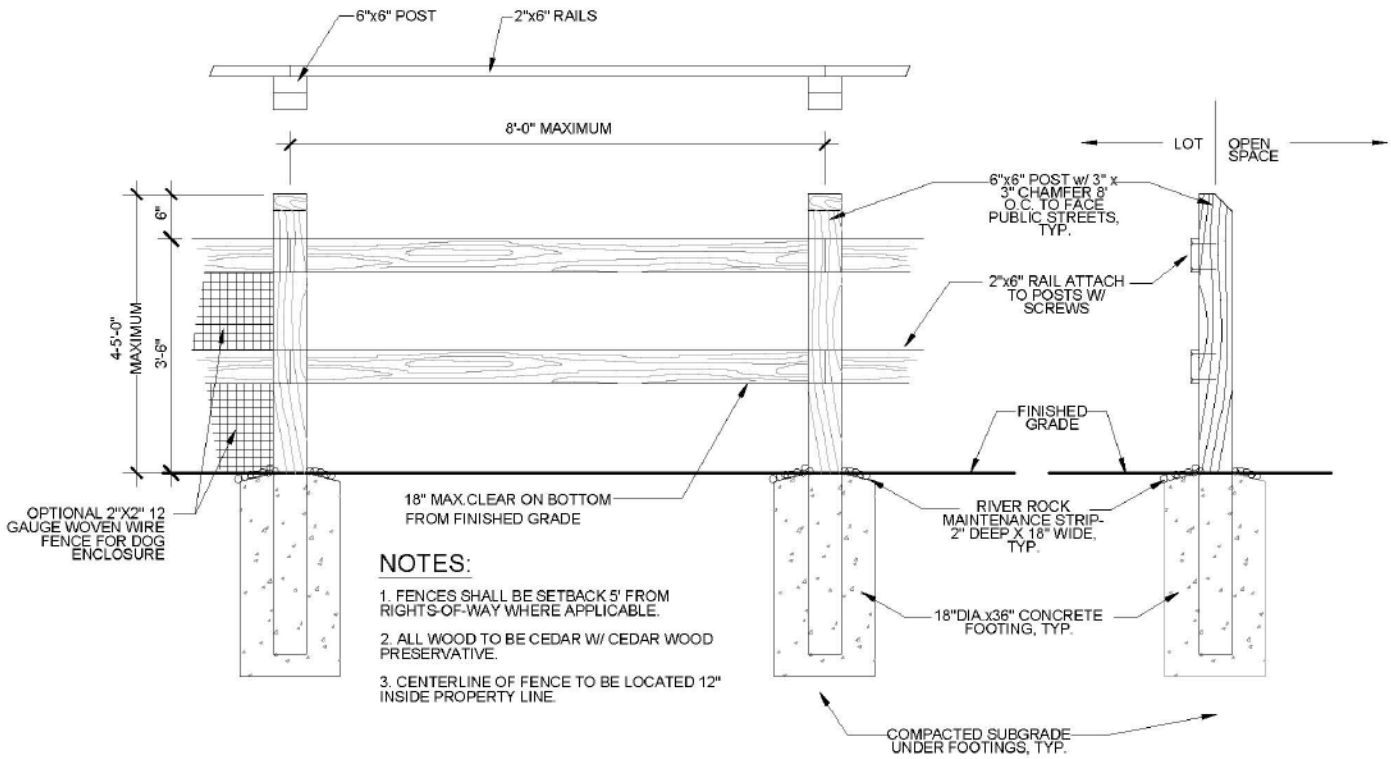
- Lots adjacent to any County Road must have Open Rail Fence style.

- Fences are not to extend forward of the front building elevation, unless speciried othewise. They are limited to side and rear yards.

- The properties adjacent to the pond and pond access shall extend their fences to the front of their property along the pond access.

- Properties along the northern and western edge of the property shall end their fences at the drainage easement, just short of the drain pan to avoid conflicts with the drainage channel.

- Side or Rear lot fences shall "step" to follow grade changes.



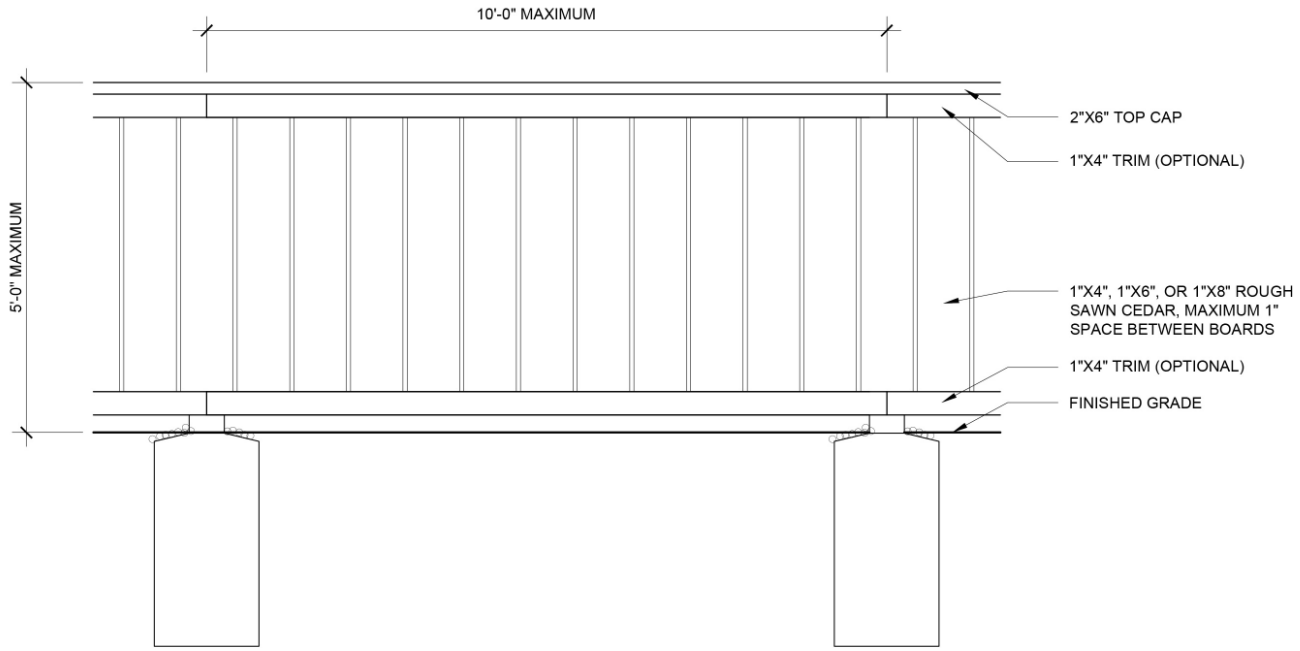
NOTES:

1. FENCES SHALL BE SETBACK 5' FROM RIGHTS-OF-WAY WHERE APPLICABLE.
2. ALL WOOD TO BE CEDAR W/ CEDAR WOOD PRESERVATIVE.
3. CENTERLINE OF FENCE TO BE LOCATED 12" INSIDE PROPERTY LINE.

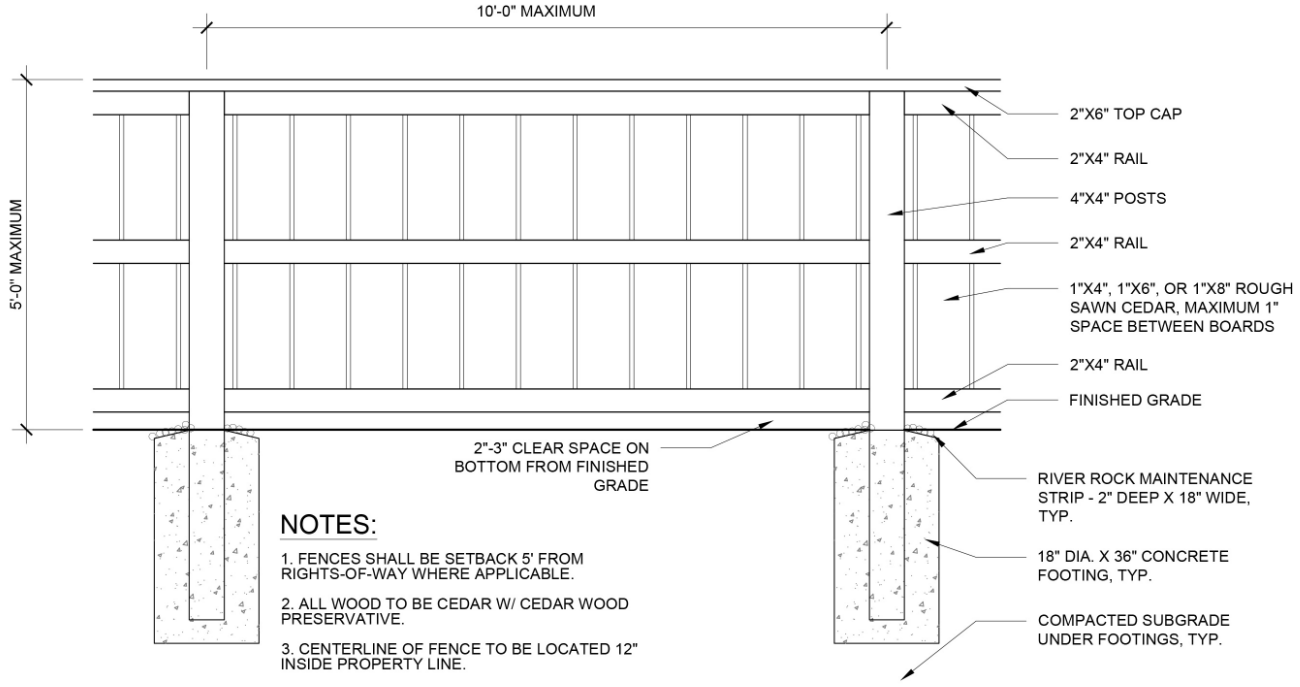
A

OPEN RAIL FENCE - ELEVATION AND SECTION

SCALE: NOT TO SCALE



FRONT ELEVATION (FINISHED SIDE)



NOTES:

1. FENCES SHALL BE SETBACK 5' FROM RIGHTS-OF-WAY WHERE APPLICABLE.
2. ALL WOOD TO BE CEDAR W/ CEDAR WOOD PRESERVATIVE.
3. CENTERLINE OF FENCE TO BE LOCATED 12" INSIDE PROPERTY LINE.
4. SOLID FENCES SHALL BE NO MORE THAN 5' IN HEIGHT MEASURED FROM FINISHED GRADE.

REAR ELEVATION (UNFINISHED SIDE)

B

SOLID FENCE - ELEVATION

SCALE: NOT TO SCALE

PLANNING & ZONING COMMISSION
AGENDA MEMORANDUM

ITEM: **3**

DESCRIPTION: **Public Hearing for Mountain View West, 1st Replat Final Development Plan and Final Plat;** for approximately 17.29 acres, for an attached single-family development

LOCATION: Northeast corner of Mountain Bluebird Dr. / Molinar St.

APPLICANT: Townhome Developers, LLC

STAFF: Darryll Wolnik, Planner II

HEARING DATE: June 9, 2021

BACKGROUND & SUMMARY

The applicant, Townhome Developers LLC, is requesting approval of Mountain View West, 1st Replat Final Subdivision Plat and Final Development Plan (FDP). The property, located at the Northeast corner of Mountain Bluebird Dr. / Molinar St., is just over 17 acres in size, and would contain 143 attached single-family lots, as well as a 5.19 Acre site for future development.

This project is bounded to the North by a mobile home park, zoned PUD-M, and to the West by single-family detached housing under SF-1 zoning. Property to the East is zoned I-3, Industrial, in Unincorportated Weld County, and is used primarily as an agricultural rail hub and for argicultural storage. Property Southeast is undeveloped land as PUD-B. The Johnstown YMCA is Southwest of this site and is zoned PUD-B.

DEVELOPMENT HISTORY

Mountain View West, 1st Replat was annexed into the Town of Johnstown as part of the Parish LLC Annexation. That annexation was approved on April 21, 2014, by way of Ordinance 2014-133. An Outline Development Plan (ODP) was approved with the annexation, through Ordinance 2014-134. Design Guidelines were approved at that time.

The property was part of the Mountain View West subdivision, approved in January 2018, which was approved by Resolution 2018-01. The property was designated as Lot 1 at that time. In December 2018, the subdivision was replatted, and Lot 1 was reclassified as Block 1.

ATTACHMENTS
1 - Vicinity Map
2 – Application
3 – ODP
4 – Proposed Plat
5 – Proposed FDP

PUBLIC NOTICE
Notice for the Planning & Zoning Commission hearing was published in the local paper of widest circulation, the Johnstown Breeze, on Thursday, May 13, 2021. This notice provided the date, time, and location of the Planning & Zoning Commission hearing, as well as a description of the project. Courtesy notices were mailed to all property owners within 500 feet of the property in question. This notice included a map of the proposed development.

ANALYSIS
Johnstown Comprehensive Plan Alignment – Downtown Framework Plan
P.2-8: The area in question is marked as "Future Neo-Traditional Neighborhood W/ a Mix of Housing Types". The Final Plat and Final Development Plan proposes townhome-style housing, providing a new type of housing to the Downtown housing mix.

Goal CF-1: New development achieves the community's goals and is consistent with the Town's vision – Contiguous, compact pattern.
This Final Plat and Final Development Plan proposes attached single-family housing in 3, 4, and 5-plex buildings. This design allows for compact development that utilizes infrastructure in an efficient manner. The additional inclusion of reduced width ROW further adds to the compact nature of the development.

Goal DT-4: Introduce complementary residential areas into the downtown area – Housing types and character.
Townhomes as proposed in the Final Plat and Final Development Plan provide unique housing types.

Zoning
The zoning for the property is PUD-B (Planned Unit Development – Business), as outlined in the ODP. The Design Guidelines further clarify the use for the subject property as "residential". Only attached single-family residential and multi-family is allowed on the site per the Mountain View West Design Guidelines, so long as the overall Mountain View West development stays between 8-10 dwelling units/acre.

Mountain View West Design Guidelines apply to the property. Those guidelines dictate architectural standards and uses. This proposed development is in conformance with those design guidelines.

The site contains 143 dwelling units within 36 buildings. Buildings range from 3-plex to 5-plex, and are townhome style. Lots will be fee-simple, meaning units will be self-contained on individually-owned lots,. Owners will have ownership of some outside space at the front and rear of the property, not just the building envelope.

The 143 units on approximately 12 acres will constitute 11.8 dwelling units/acre, outside of the range set by the ODP. That increased density will need to be accounted for elsewhere within the overall development in the future. Buildable lots will take up 22.4% of the subject property. Landscape/Open Space area will make up 31.4% of the site. 10.8% will be dedicated as public right-of-way. Tract A, located to the south and marked for future development, will remain vacant and constitutes 30% of the subject property.

Infrastructure/Transportation

Utilities

All wet utilities are located in the right-of-way along Molinar St. and Mountain Bluebird Dr. Water service will be provided by the 8" main located in Molinar St. It will be looped through the site within the public rights-of-way. Buildings will be served by service lines in the private driveways and an additional loop through the private drive that runs east-west through across the property. Sanitary sewer will run through the site in the same manner as water service. All wet utilities described will be within rights-of-way or easements for access by the Town. Stormwater is conveyed off-site to the east and drains into the Town's utility easement. These stormwater flows will be consistent with historical volumes and flow patterns.

Roads

Applicant is proposing construction of modified local residential streets. This modification will create an attached sidewalk on both sides of the road, while eliminating the landscape area from the ROW. This landscape area would still be present, though it would be maintained and owned by the HOA. To compensate for the reduced ROW, applicant has proposed a 10' public utilities easement, rather than the standard 6'. Reducing the width of the ROW by 10' will allow for the streets to be public ROW, rather than private. Public Works has approved the reduction in ROW.

At present, Molinar St. makes a 90-degree turn south to Mountain Bluebird Dr., resulting in a "knuckle" road bump out. The replat as proposed would vacate the knuckle portions of the ROW and push Molinar St. directly east into this development. A fraction of ROW will also be vacated from the knuckle at the Southeast corner of Molinar St. / Mountain Bluebird Dr. to create a rounded corner. This extension provides better right-of-way access options to this project as well as future development to the south.

Parks, Trails, Open Space
It should be noted that parks dedication is not required with this development. Dedication of parks and open space areas was satisfied through transfer of land at annexation. A strip of land 75' wide, measured on either side from the center line of the Little Thompson River, was transferred to the Town for eventual trail connections, and to preserve as natural open space. Park space has been satisfied further by the YMCA public playground amenities across Molinar St. from the proposed development.

Easements
There is a 30' sewer pipe utilities easement running North-South along the Eastern edge of the property. A large sanitary sewer line runs within that easement. Running East-West on the North side of the property is a 20' sanitary easement, which contains a 14" sanitary sewer line. On the West side, a 20' sanitary easement runs North-South. Within that easement is a 12" sanitary sewer line. Finally, there is a 10' public utilities easement along the North side of Molinar St. All easements were recorded via Reception # 3066623.

The plat proposes to vacate part of the 10' utilities easement along Molinar St. due to the ROW vacation. This is due to the change in alignment for Molinar St. and is acceptable to our Public Works Department.

The plat proposes 20' easements in all driveway areas to access utilities, as well as 22' easements between buildings in areas where there is only pedestrian access. A 25' easement is provided for the East-West private road.

Staff Concerns
There are no identified concerns with Mountain View West, 1st Replat Final Plat and Final Development Plan. There are no conflicts with easements, and all Town utilities are contained within appropriate public utilities easements. As an aside, this plat will correct the spelling of "Mulinar Street," which was misspelled on the 1st Mountain View West plat, though street signs are correct. The correct and historical spelling will be corrected back to Molinar St.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS
Findings:

1. The proposed Mountain View West, 1st Replat Final Development Plan and Final Plat is in agreement with the Johnstown Area Comprehensive Plan and its Future Land Use Map.

2. The proposed Mountain View West, 1st Replat Final Development Plan and Final Plat can to be adequately served by Town services and utilities and other community infrastructure.

3. The proposed Mountain View West, 1st Replat Final Development Plan and Final Plat is in substantial compliance with all Town codes, regulations, and standards and specifications.

Conditions

1. The applicant address all outstanding comments and redlines to the satisfaction of Town Staff.

2. Finalize required town agreements and other development-related obligations:

    a. Water & Sewer Service Agreement

    b. Subdivision Improvement and Development Agreement

    c. Applicable fees and taxes due prior to platting and construction, per municipal code.

Recommended Motion

Based on the application received, associated submittal materials, and the preceding analysis, the Planning & Zoning Commission finds that Mountain View West, 1st Replat Final Development Plan and Final Plat furthers the *Johnstown Area Comprehensive Plan* goals, and is compatible with all other applicable Town standards and regulations, and therefore moves to recommend to the Town Council approval of Mountain View West, 1st Replat Final Development Plan and Final Plat based upon the findings and conditions, as stated within this staff memorandum.

Alternate Motions

Motion to Deny: "I move that the Planning & Zoning Commission recommend to the Town Council denial of Mountain View West, 1st Replat Final Development Plan and Final Plat based upon the following findings…"

Planner:

Darryll Wolnik

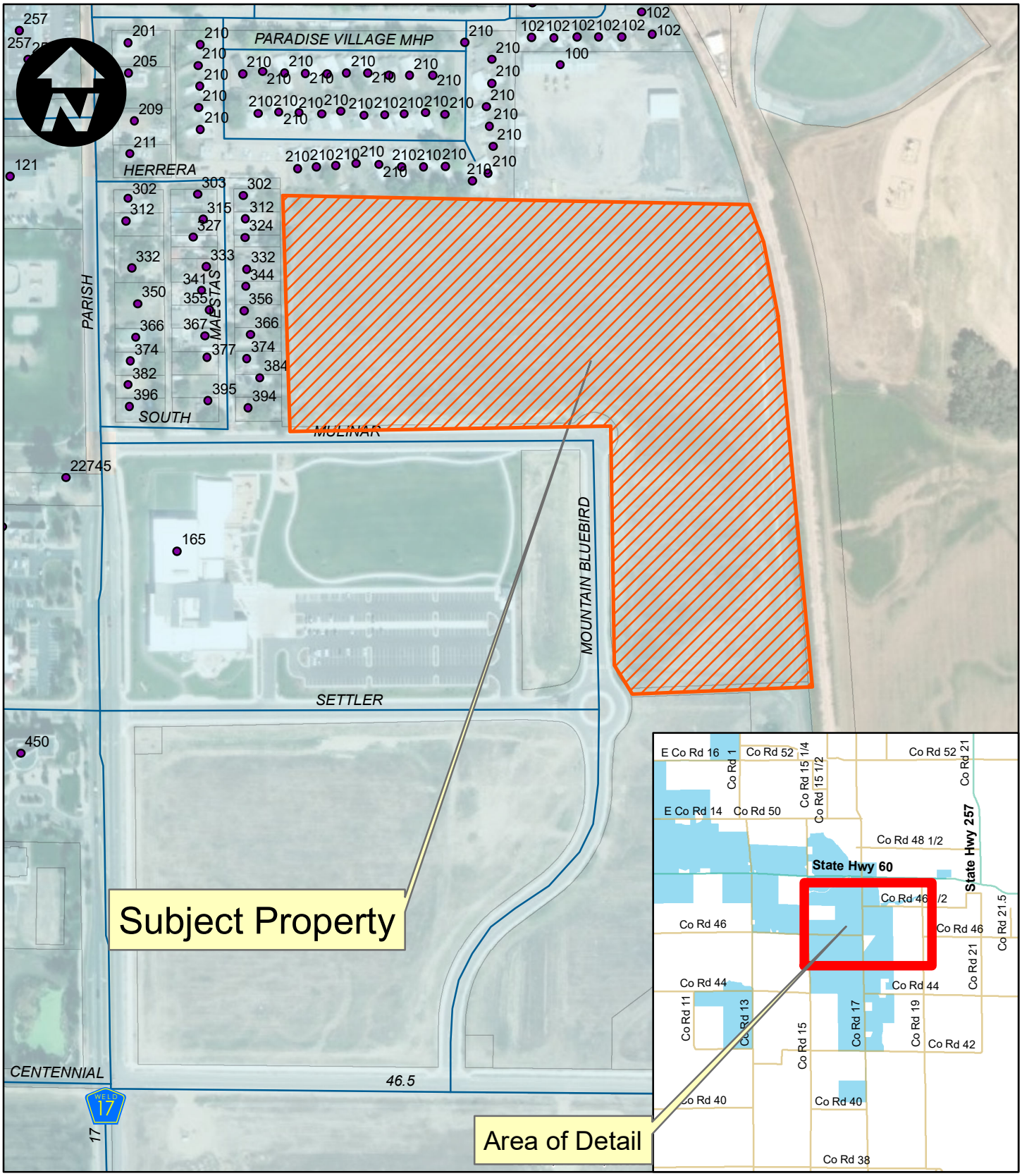
Planner II

Reviewed by:

Kim Meyer

Planning & Development Director

File Name: S:\PLANNING\2020 Land Use Projects\SUB20-0063 Mountain View West 1st Replat\Hearings – PZC Staff Report MVW 1st Replat 06-09-2021.docx



Town of Johnstown

SUB20-0016

Mountain View West 1st Replat

N/W 1/4 Section 9, T4N, R67W

250 500 1,000 Feet

Town of Johnstown

LAND USE APPLICATION

Project Name: 1st Replat of Block 1 of Mountain View West Subdivision

Description: 143 Townhome Units within Mountain View West Subdivision

Land Use: □ Site Development Plan □ Use by Special Review □ Conditional Use Grant □ Annexation

Subdivision: □ Replat/Minor □ Preliminary □ Final ☒ Combined Prelim/Final

PUD: □ Outline/ODP □ Prelim/PDP ☒ Final/FDP

Zoning: □ Establish Zoning □ Rezone

Wireless: □ Small Cell □ EFR □ Alt. Tower □ Base Station □ Tower/Other

Other: □ Downtown Façade Grant

Site Address or Parcel #s: 105909208001

Applicant/Project Owner: Townhome Developers, LLC

Applicant Address: 3780 W. 10th St, Unit 200, Greeley CO 80634

Email: Agerk@baesslerhomes.com Telephone: 970-702-6062

Consultant /Representative: _____

Consultant Address: _____

Email: _____ Telephone: _____

Landowner Authorization to Proceed with Land Use Action: (Required)

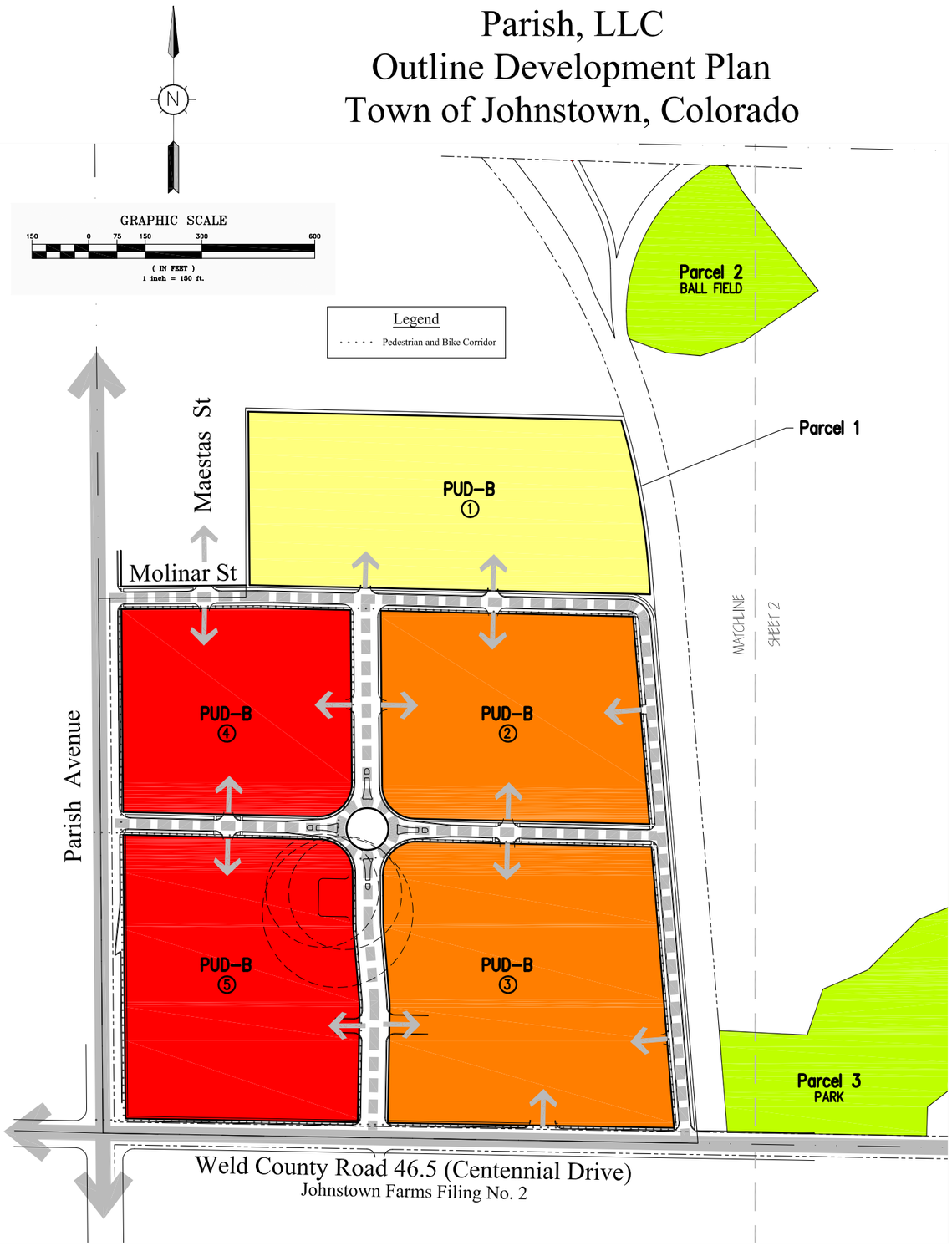
The undersigned (1) affirms ownership or authorized representation thereof of the subject property, and (2) hereby authorizes the individuals or entities listed herein as "applicant" and/or "authorized representative" to represent me/us in all aspects of the land use process for the project being submitted with this application. □ Please keep me informed of the status and progress of this project via email at the address below. □ I do NOT want to be updated on this project. (To modify this request, contact Planning@TownofJohnstown.com)

Landowner(s): Parrish, LLC

Email: David.Gilbert@ALGilbert.com Telephone: 209-602-7314

Signature of Landowner Signature of Landowner

Parish, LLC
Outline Development Plan
Town of Johnstown, Colorado



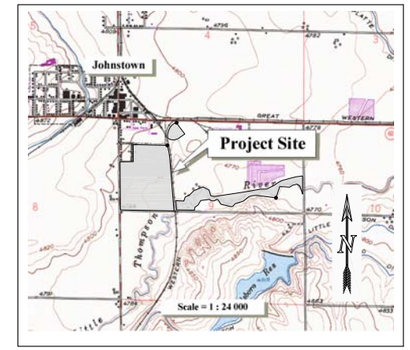
OWNER/DEVELOPER:
Parish, LLC
8714 State Highway 60
P.O. Box 628
Johhstown, CO 80534

PLANNER:
Donald D. Leffler
Design Development Consultants
400 East Horestooth, Suite 300
Ft. Collins, CO 80526

ATTORNEY:
Wyatt and Winslow, LLC
Attn: Bill Wyatt
222 West Magnolia Street
Fort Collins, CO 80521

ENGINEER:
Jim Loonan
Loonan and Associates
P.O. Box 270852
Fort Collins, Colorado

SURVEYOR:
J.R. McGehee
Frederick Land Surveying, Inc.
6853 North Franklin Avenue
Loveland, CO 80538



Vicinity Map

Legal Description
Parcel 1

A portion of the Northwest 1/4 of Section 9, Township 4 North, Range 67 West of the Sixth Principal Meridian, County of Weld, State of Colorado more particularly described as follows:

Considering the West line of the Northwest 1/4 of said Section 9 as bearing N00°28'15"W with all bearings contained herein relative thereto.

BEGIN at the Southwest corner of said Northwest 1/4 of Section 9;
thence N00°28'15"W, on the West line of said Northwest 1/4, a distance of 1,419.19 feet to the boundary line of the JOHNSTOWN COLONY ADDITION to the town of Johnstown;
thence on said boundary line the following two (2) courses and distances:
1. thence N89°32'26"E a distance of 391.16 feet;
2. thence N00°09'52"W, a distance of 501.71 feet to the South boundary line of the PURVIS ADDITION to the town of Johnstown;
thence S88°42'52"E, on said South boundary line, a distance of 1,004.49 feet to the Westerly right-of-way line of the Great Western Railroad and a point on a non-tangent curve to the right,
thence on said Westerly right-of-way the following two (2) courses and distances:
1. thence on the arc of said curve a distance of 395.20 feet, having a radius of 1870.10 feet, a delta of 12°06'29" and a chord of 394.46 feet bearing S10°38'23"E to a point of tangency;
2. thence S04°35'13"E a distance of 1545.64 feet to the South line of said Northwest 1/4 of Section 9;
thence N89°01'22"W, on said South line, a distance of 1,578.96 feet to the Point of Beginning.

Containing 62.12 acres, more or less, and being subject to all easements and rights of way of record.

Legal Description
Parcel 2

A portion of the Northwest 1/4 of Section 9, Township 4 North, Range 67 West of the Sixth Principal Meridian, County of Weld, State of Colorado more particularly described as follows:

Considering the North line of the Northwest 1/4 of said Section 9 as bearing N88°46'45"W with all bearings contained herein relative thereto.

COMMENCE at the Northwest corner of said Northwest 1/4 of Section 9;
thence S88°46'45"E, on the North line of said Northwest 1/4, a distance of 1680.19 feet;
thence S01°13'15"W a distance of 52.86 feet to the South right-of-way line of Colorado State Highway No. 60 and the POINT OF BEGINNING;
thence S30°38'27"E a distance of 77.76 feet;
thence S37°20'21"E a distance of 332.12 feet;
thence S55°40'45"W a distance of 239.56 feet;
thence S71°36'12"W a distance of 120.46 feet;
thence N84°59'05"W a distance of 90.90 feet;
thence N69°48'35"W a distance of 103.95 feet;
to a non-tangent curve to the left;
thence on the arc of said curve a distance of 14.64 feet, having a radius of 1950.08 feet, a delta of 00°25'49" and a chord of 14.64 feet bearing N22°46'56"W to a point of non-tangency and the beginning of a non-tangent curve to the right;
thence on the arc of said curve a distance of 528.54 feet, having a radius of 455.30 feet, a delta of 66°30'46" and a chord of 499.36 feet bearing N26°09'22"E to a point of non-tangency and to the aforesaid South right-of-way line of Colorado State Highway No. 60;
thence S88°04'44"E, on said South right-of-way, a distance of 44.76 feet to the Point of Beginning.

Containing 3.76 acres, more or less, and being subject to all easements and rights of way of record.

Legal Description
Parcel 3

A portion of the North 1/2 of Section 9, Township 4 North, Range 67 West of the Sixth Principal Meridian, County of Weld, State of Colorado more particularly described as follows:

Considering the South line of the Southwest 1/4 of said Section 9 as bearing S89°01'22"E with all bearings contained herein relative thereto.

COMMENCE at the Southwest corner of said Northwest 1/4 of Section 9;
thence S89°01'22"E, on the South line of said Northwest 1/4, a distance of1656.92 feet;
thence N00°00'00"W a distance of 30.00 feet to the South right-of-way line of Weld County Road No. 46.5, the East right-of-way of the Great Western Railroad and the POINT OF BEGINNING;
thence N04°35'13"W, on said East right-of-way, a distance of 271.17 feet;
thence S87°08'52"E a distance of 233.88 feet;
thence N18°53'09"E a distance of 128.53 feet;
thence N66°46'53"E a distance of 129.16 feet;
thence N45°08'26"E a distance of 189.09 feet;
thence N67°45'21"E a distance of 293.25 feet;
thence S62°46'16"E a distance of 201.64 feet;
thence S16°06'33"E a distance of 172.69 feet;
thence S75°24'31"E a distance of 100.80 feet;
thence N81°31'28"E a distance of 360.22 feet;
thence N81°08'27"E a distance of 589.16 feet;
thence N80°14'28"E a distance of 434.40 feet;
thence N88°11'58"E a distance of 179.75 feet;
thence N63°54'28"E a distance of 259.14 feet;
thence N56°13'10"E a distance of 123.11 feet;
thence N60°52'44"E a distance of 140.94 feet;
thence N74°33'42"E a distance of 300.74 feet;
thence N76°35'29"E a distance of 124.64 feet;
thence N82°00'28"E a distance of 193.46 feet to the West right-of-way of Weld County Road No.19;
thence S00°20'25"W, on said West right-of-way, a distance of 537.36 feet;
thence N18°59'28"W a distance of 256.06 feet;
thence N58°27'14"W a distance of 101.68 feet;
thence S73°37'06"W a distance of 125.12 feet;
thence S60°17'05"W a distance of 110.10 feet;
thence N86°50'55"W a distance of 289.66 feet;
thence S18°16'03"W a distance of 352.71 feet;
thence N81°34'25"W a distance of 108.30 feet;
thence N82°55'11"W a distance of 294.42 feet;
thence N82°36'19"W a distance of 195.98 feet;
thence S83°30'41"W a distance of 86.77 feet;
thence S77°55'14"W a distance of 114.41 feet;
thence S51°02'49"W a distance of 216.98 feet;
thence S73°29'39"W a distance of 109.82 feet;
thence S72°09'12"W a distance of 144.34 feet;
thence S41°01'29"W a distance of 99.96 feet;
thence S74°26'29"W a distance of 51.39 feet;
thence N76°27'23"W a distance of 311.15 feet;
thence N31°50'58"W a distance of 154.53 feet;
thence N70°51'44"W a distance of 43.66 feet;
thence S58°08'10"W a distance of 95.04 feet;
thence N86°56'09"W a distance of 76.86 feet;
thence N54°55'00"W a distance of 75.97 feet;
thence S82°31'07"W a distance of 257.53 feet;
thence S30°06'37"W a distance of 148.45 feet;
thence S52°06'52"W a distance of 130.59 feet;
thence S01°41'17"W a distance of 76.66 feet to the aforesaid South right-of-way of Weld County Road No. 46.5;
thence N89°01'22"W, on said South right-of-way, a distance of 529.00 feet to the Point of Beginning.

Containing 23.85 acres, more or less, and being subject to all easements and rights of way of record.

Land Use Table

Parcel	Employment Corridor Land Use	Zoning District	Commercial Floor Area Ratio	Acres	Percent	FAR
1	PUD-B Mixed Use / Residential / Commercial	PUD-B	152,242.20	11.65	12.93 %	0.3
2	PUD-B Mixed Use / Residential / Commercial	PUD-B	113,691.60	8.7	9.66%	0.3
3	PUD-B Mixed Use Commercial	PUD-B	163,742.04	12.53	13.91 %	0.3
4	PUD-B Mixed Use Commercial	PUD-B	125,304.70	7.57	8.40%	0.38
5	PUD-B Mixed Use Commercial	PUD-B	174,963.10	10.57	11.73 %	0.38
	Road Right-of-Way	PUD-B		11.45	12.71 %	
	Parks / Trails / Open Space			23.85	26.48 %	
	Ball Field			3.76	4.17 %	
	Land Total		729,943.63	90.08	100.00 %	

Sheet Index

No.	Description
1	Outline Development Plan
2	Outline Development Plan
3	Utility Plan
4	Drainage Plan

Frederick Land Surveying, Inc.
6853 North Franklin Avenue
Loveland, Colorado 80538
PHONE: 970-669-2100 FAX 970-669-3725

Loonan and Associates, Inc.
CIVIL ENGINEERS
P.O. BOX 270852
FORT COLLINS, CO 80527
(970)482-0550 FAX (970)495-9735

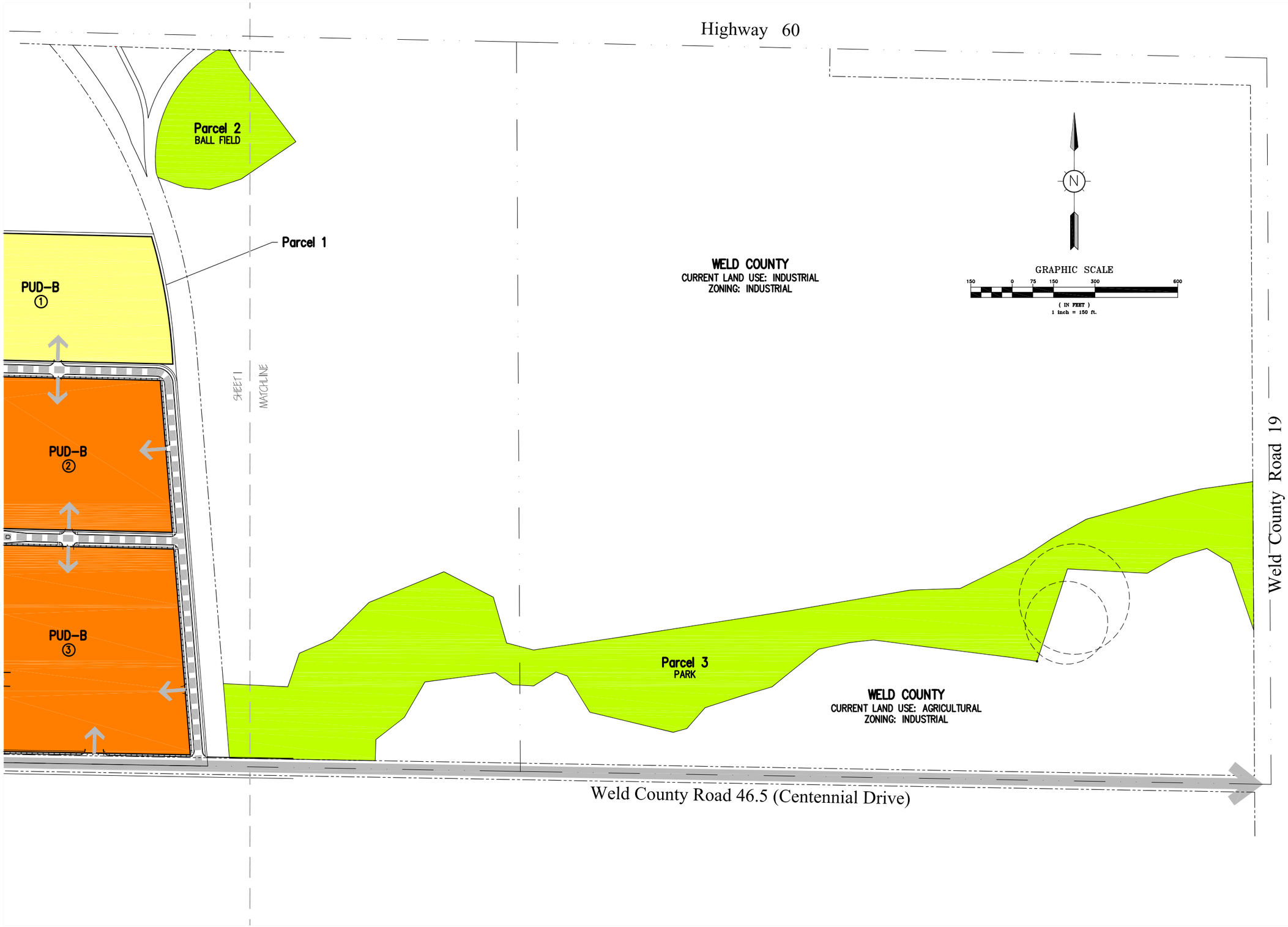
REVISIONS

REV	DESCRIPTION	DATE	BY

DESIGN DEVELOPMENT CONSULTANTS
400 EAST HORSETOOTH, SUITE 300
FORT COLLINS, CO 80526
PHONE: 970-226-6000 FAX 970-282-7123

Outline Development Plan
Parish, LLC

This document prepared by Loonan and Associates, Inc. as a instrument of service shall remain the property of Loonan and Associates, Inc. Loonan and Associates, Inc. shall retain all common law, statutory and other rights, including the copyright thereto.



Frederick Land Surveying, Inc.
6853 North Franklin Avenue
Loveland, Colorado 80538
PHONE: 970-669-2100 FAX 970-669-3725

Loonan and Associates, Inc.
CIVIL ENGINEERS
P.O. BOX 270852
FORT COLLINS, CO 80527
(970)482-0550 FAX (970)495-9735

REVISIONS

REV	DESCRIPTION	DATE	BY

DESIGN DEVELOPMENT
CONSULTANTS
400 EAST HORSETOOTH, SUITE 300
FORT COLLINS, CO 80526
PHONE: 970-225-9000 FAX 970-282-7123

Outline Development
Plan
Parish, LLC

Project No. cg00501
Sheet No. 2 of 2
June 21, 2010

This document prepared by Loonan and Associates, Inc. as a instrument of service shall remain the property of Loonan and Associates, Inc. Loonan and Associates, Inc. shall retain all common law, statutory and other rights, including the copyright thereto.

1ST REPLAT OF BLOCK 1 MOUNTAIN VIEW WEST SUBDIVISION REPLAT

Block 1, Mountain View West Subdivision Replat, Being Part of the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado

CERTIFICATE OF DEDICATION

Know all persons by these presents that Townhome Developers, LLC, a Colorado limited liabilty company, being the owner of the following described property:

Block One (1) Mountain View West Subdivision Replat recorded December 6, 2018 at Reception No. 4451579 within the records of the Weld County Clerk and Recorder, situate in the Northwest Quarter (NW1/4) of Section Nine (9), Township Four North (T.4N.), Range Sixty–seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Johnstown, County of Weld, State of Colorado

Containing an area of 17.29 Acres (753,305 sq.ft.), more or less, together with and subject to all easements and rights–of–way existing and/or of public record, subject to approval by the Board of Trustees of the Town of Johnstown, County of Weld, State of Colorado.

Do hereby subdivide the same into the lots, blocks, tracts, rights–of–way and easements as shown on this map and do hereby designate and dedicate all rights–of–way and easements to the Town of Johnstown, unless noted otherwise.

OWNER'S APPROVAL

Know All Men By These Presents, that we, Townhome Developers LLC, a Colorado limited liability company, being the sole owner(s) of the land described hereon, and _____ are all of the mortgagees and holders of liens upon the property, and each and all hereby consent to this Plat and join the conveyance and dedication of all streets, roads, alleys, easements, public ways and places shown hereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

Owner: Townhome Developers LLC, a Colorado limited liability company

_____

By: Andrew J. Gerk as Executive Vice President

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Andrew J. Gerk as Executive Vice President of Townhome Developers, LLC, on this _____ day of _____, 20____. Witness my hand and seal.

My commission expires _____

_____
Notary Public

TOWN COUNCIL

This Plat, to be known as 1ST REPLAT OF BLOCK 1 MOUNTAIN VIEW WEST SUBDIVISION REPLAT, is approved and accepted by the Town of Johnstown, by Resolution Number _____, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Johnstown, Colorado.

Held on the_____ day of _____, 20_____.

By: _____
Mayor

Attest: _____
Town Clerk
(Seal)

EASEMENT APPROVAL

Utility easements are adequate and are hereby approved and or vacated as shown on this plat.

_____
Town of Johnstown Public Works Director

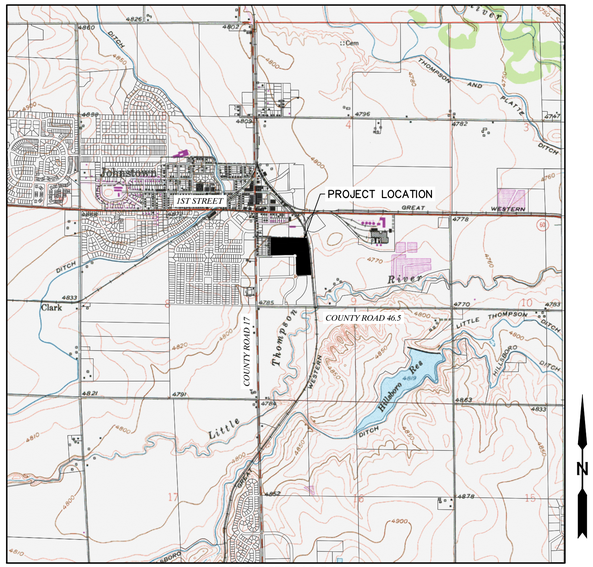
SURVEYOR'S STATEMENT

I, Jason S. Allee, a duly Registered Professional Land Surveyor in the State of Colorado, do hereby certify that this Plat truly and correctly represents the results of a field survey completed on September 24, 2020, by me or under my direct supervisions and that all monuments existingas shown hereon; that the mathematical closure errors are less than 1:50,000 (second order); and that said plat has been prepared in full compliance with all applicable laws of the State of Colorado dealing with monuments, subdivisoins or surveying of land an all applicable provisions of the Town of Johnstown.

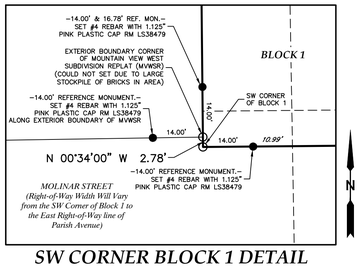
I attest the above on this_____day of _____, 20_____.

Sheet 1 of 3

_____
Jason S. Allee–On behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor No. 38479



VICINITY MAP
SCALE: 1"=2000'



SW CORNER BLOCK 1 DETAIL
SCALE: 1"=20'

LEGEND

- BOUNDARY LINE
- EASEMENT LINE
- ADJACENT PARCEL LINE
- GIS PARCEL LINE
- SUBJECT PROPERTY
- SET A 24" #4 REBAR WITH 1.125" YELLOW PLASTIC CAP STAMPED LAT40 LS38479, UNLESS NOTED OTHERWISE
- CALCULATED POSITION

LAND USE SUMMARY - 1ST REPLAT OF BLOCK 1 OF MOUNTAIN VIEW WEST SUBDIVISION						
PORTION	AREA (Sq.Ft.)	AREA (Acres)	OWNERSHIP	MAINTENANCE	AMENITY TYPE	% OF TOTAL AREA
BLOCK 1 LOTS	93,057	2.14	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	PUD-B RESIDENTIAL LOTS	12.4%
OUTLOT A	171,755	3.94	HOA	HOA	ACCESS, EMERGENCY, UTILITY & DRAINAGE EASEMENT	22.8%
BLOCK 1 OVERALL	264,812	6.08	-	-	PUD-B BLOCK	35.2%
BLOCK 2 LOTS	75,335	1.73	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	PUD-B RESIDENTIAL LOTS	10.0%
OUTLOT B	105,945	2.43	HOA	HOA	ACCESS, EMERGENCY, UTILITY & DRAINAGE EASEMENT	14.0%
BLOCK 2 OVERALL	181,280	4.16	-	-	PUD-B BLOCK	24.0%
BLOCK 3 - TRACT A	226,243	5.19	BAESSLER DEVELOPMENT LLC	BAESSLER DEVELOPMENT LLC	PUD-B TRACT	30.0%
RIGHT-OF-WAY (PUBLIC)	80,970	1.86	PUBLIC	TOWN OF JOHNSTOWN	PUBLIC STREET RIGHT-OF-WAY	10.8%
OVERALL AREA	753,305	17.29	-	-	PUD-B SUBDIVISION	100.0%

TITLE COMMITMENT NOTE

This survey does not constitute a title search by Lat40, Inc. to determine ownership or easements of record. For all information regarding easements, rights–of–way and title of records, Lat40, Inc. relied upon Title Commitment Order Number FCC25175531, having an effective date of May 19, 2020 at 5:00 P.M. as prepared by Old Republic National Title Insurance Company, to delineate the aforesaid information.

SURVEYOR'S NOTES:

1. During the layout and boundary work for this project a rotational error was discovered in the plat of Mountain View West Subdivision Replat, which also appears to be reflected in the construction design and layout of the existing streets. This rotational error causes the platted interior lot lines and streets to be misaligned with the existing exterior boundary monuments, creating an overlap of the streets and lot lines. If the centerline of the existing streets are held, the platted exterior boundary lines miss all existing boundary monuments by a distance of 4.5' to 15.5'. To correct the issue as shown hereon, for the boundary of Block 1, I held the existing found section corners and boundary monuments for the exterior boundary of the subdivision, and held the platted bearings and locations of the interior lot lines to eliminate any overlap with the existing street alignments. These changes are reflected hereon for the future use of any surveyor who may follow in the retracement of any part of this subdivision. These changes are also reflected in a previous Land Survey Plat recorded within County records.

2. According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon. (13–80–105 C.R.S.)

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the West line of the Northwest Quarter of Section 9, T.4N., R.67W., monumented by a #6 rebar with an illegible 3.25" aluminum cap at the North end and a #6 rebar with a 2.5" aluminum cap stamped LS 23513 at the South end, as bearing South 00°51'26" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 2655.35' feet with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

PLAT NOTES:

1. MAINTENANCE NOTE: The Town of Johnstown requires that maintenance access be provided to all storm drainage facilities to assure continuous operational capability of the system. The property owner shall be responsible for the maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, and detention basins located on their land unless modified by the subdividers agreement. should the owner fail to adequately maintain said facilities, the town shall have the right to enter said land for the purposes of operations and maintenance. all such maintenance costs will be assessed to the property owner.

2. GENERAL OVERLOT DRAINAGE NOTE: Lots and tracts as platted herein may be required to convey surface drainage from other lots and tracts in this filing, in accordance with Town requirements and the approved drainage plan for this filing. No alterations to the grading of the lots and tracts may be made that would disrupt the approved drainage plan, without prior approval from the Town. All natural and improved drainage ways or drainage systems in said lots and tracts shall be maintained by the lot or tract owner in accordance with Town criteria. Should the owner fail to adequately maintain said facilities, the Town shall have the right to enter said land for the purposes of operations and maintenance of the drainage ways or drainage systems. All such maintenance costs will be assessed to the property owner.

3. Ten (10) foot Utility Easements are dedicated along all public rights–of–way.

4. The clear vision zone of a corner lot shall be free from shrubs, ground covers, berms, fences, signs, structures, parked vehicles or other materials or items greater than thirty–six (36) inches in height from the street level, in accordance with current AASHTO sight lines.

5. It is mutually understood and agreed that the dedicated roadways shown on this plat will not be maintained by the Town until and unless the streets are constructed in accordance with the standards and specifications of the Town of Johnstown in effect at the date constrcution plans are approved by the Town Engineer, and provided that construction of said roadway(s) is started within two (2) years of the construction plan approval. The owner(s), developer(s) and/or subdivider(s), their successors and/or assigns in interest, shall be responsible for street maintenance until such time as the Town accepts the responsibility for maintenance as stated above.

6. The owners of this subdivision, their successors and/or assigns in interest, the adjacent property owner(s), homeowners' association, metropolitan districts, or other entity other than the Town is responsible for maintenance and upkeep of any and all private drives, parking areas and easements (cross–access easements, drainage easements, etc.)

7. The owners of this subdivision, their successors and/or assigns in interest, the adjacent property owner(s), homeowners' association, metropolitan districts, or entity other than the Town is responsible for maintenance and upkeep of perimeter fencing or walls, landscaping and landscaped areas and sidewalks between the property line and any paved roadways. The owners of this subdivision, their successors and/or assigns in interest or an entity other than the Town, agree to the responsibility of maintaining all other open space areas associated with this development.

8. Public safety access, whether for emergency or non–emergency purposes, is granted over and across all access ways for police, fire and emergency vehicles. If any or all of the access ways in this subdivision are private, the homeowners' association or metropolitan district will be responsible for ensuring that such access ways are passable at all times, for police, fire and emergency vehicles.

9. Entire property is in Flood Zone X, Area of Minimal Flood Hazard per FEMA Flood Map No. 08123C1684E having an effective date of January 20, 2016.

PROJECT TEAM

OWNER/DEVELOPER:
Townhome Developers, LLC
3780 W. 10th Street, Suite 200
Greeley, Colorado 80634
Andrew J. Gerk Executive V.P.

ENGINEER
LandOne Engineering LLC
361 71st Avenue
Greeley, Colorado 80634
Phone: 970–443–9547
Jeremy Goetsch, PE

SURVEYOR
Lat40°, Inc. Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, Colorado 80634
Phone: 970–515–5294
Jason Allee, PLS

Lat40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970–515–5294

DATE:	FILE NAME:	DRAWN BY:	CHECKED BY:	SCALE:	PROJECT #:
12/15/2020	2020278SUB	JA	JSA	AS NOTED	2020278

REVISIONS:	DATE:
ADDRESS TOWN REDLINES	2/11/2021

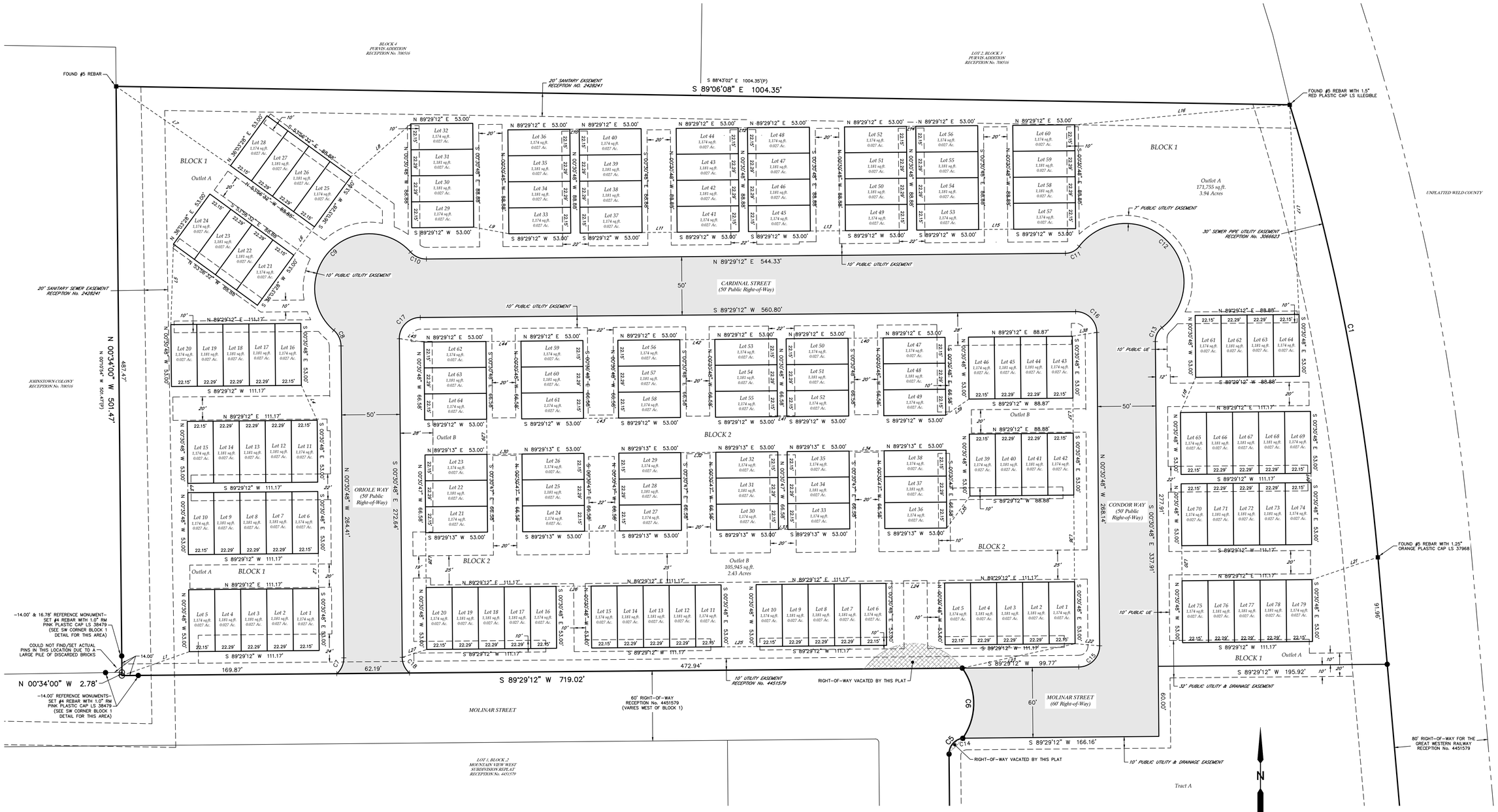
1ST REPLAT B1 MVWS REPLAT
FOR
LANDONE ENGINEERING, LLC
361 71ST AVE
GREELEY, CO 80634

1

SHEET 1 OF 3

1ST REPLAT OF BLOCK 1 MOUNTAIN VIEW WEST SUBDIVISION REPLAT

Block 1, Mountain View West Subdivision Replat, Being Part of the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado



LEGEND

- BOUNDARY LINE
- LOT LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- ADJACENT PARCEL LINE
- SURVEY TIE LINE
- DEDICATED RIGHT-OF-WAY
- VACATED RIGHT-OF-WAY
- ■ FOUND BOUNDARY PIN AS DESCRIBED
- ● SET A 24" #4 REBAR WITH 1.125" YELLOW PLASTIC CAP STAMPED LAT40 LS38479, UNLESS NOTED OTHERWISE
- ○ CALCULATED POSITION
- (P) PLATTED BEARING AND/OR DISTANCE PER MOUNTAIN VIEW WEST SUBDIVISION REPLAT (RECEPTION No. 4451579)

Sheet 2 of 3

Jason S. Allee–On behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor No. 38479

Lat40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970–515–5294

DATE:	FILE NAME:	DRAWN BY:	CHECKED BY:	SCALE:	PROJECT #:
12/15/2020	2020278SUB	JA	JSA	AS NOTED	2020278

REVISIONS:	DATE:
ADDRESS TOWN REDLINES	2/11/2021

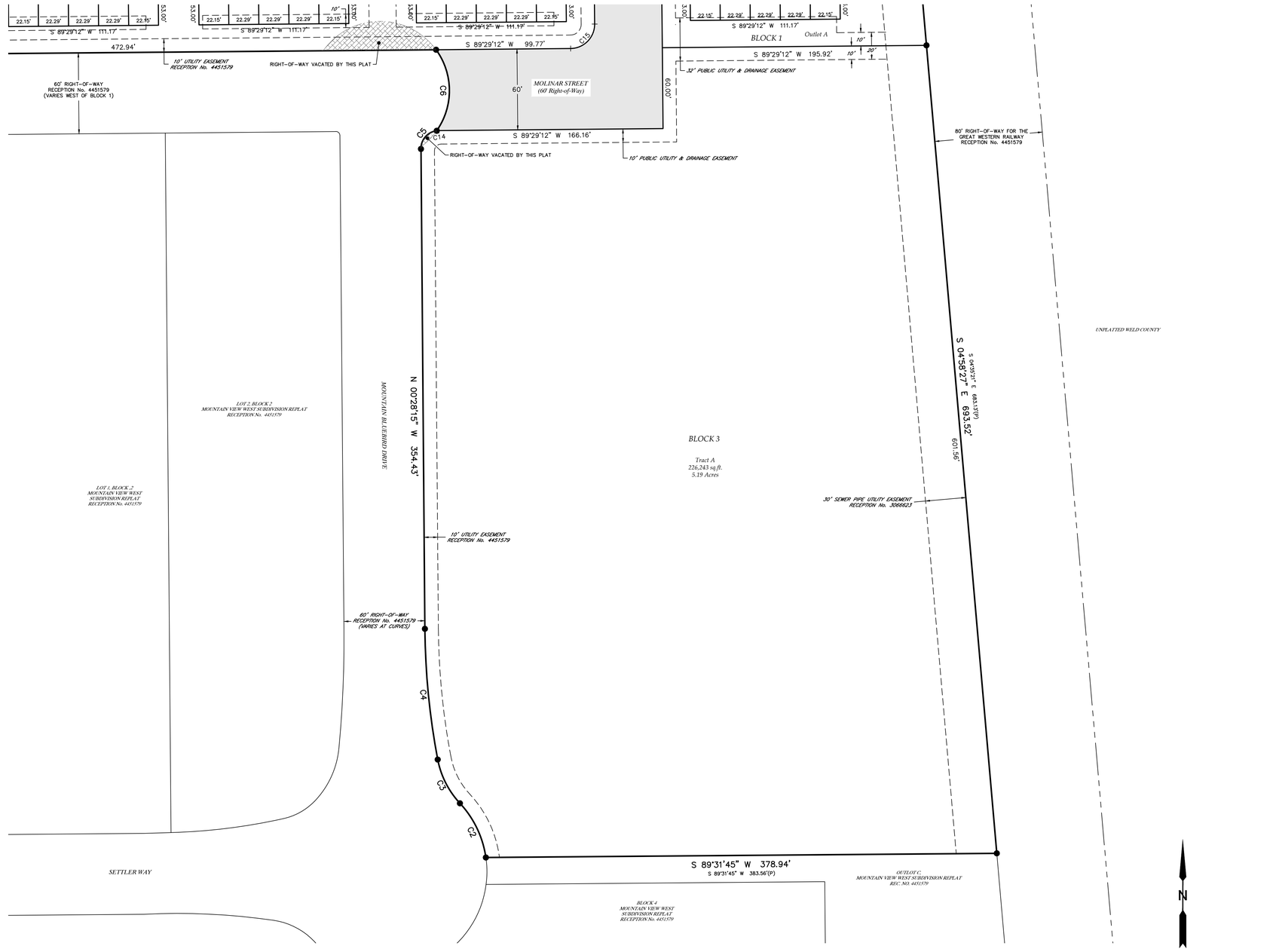
1ST REPLAT B1 MVWS REPLAT
FOR
LANDONE ENGINEERING, LLC
361 71ST AVE
GREELEY, CO 80634

2

SHEET 2 OF 3

1ST REPLAT OF BLOCK 1 MOUNTAIN VIEW WEST SUBDIVISION REPLAT

Block 1, Mountain View West Subdivision Replat, Being Part of the Northwest Quarter of Section 9, Township 4 North,
Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	395.19'	1870.10'	12°06'28"	S 11°01'42" E	394.46'
C2	45.26'	74.50'	34°48'29"	N 25°35'25" W	44.57'
C3	36.86'	65.50'	32°14'48"	N 26°52'16" W	36.38'
C4	97.58'	544.03'	10°16'37"	N 05°36'34" W	97.45'
C5	19.51'	13.50'	82°47'53"	N 40°55'42" E	17.86'
C6	64.18'	51.50'	71°23'56"	N 00°26'31" W	60.10'
C7	15.27'	18.00'	48°35'25"	S 23°46'55" W	14.81'
C8	15.26'	18.00'	48°34'58"	N 24°48'17" W	14.81'
C9	153.53'	47.00'	187°09'55"	S 44°29'12" E	93.82'
C10	15.26'	18.00'	48°34'58"	S 66°13'19" E	14.81'
C11	13.62'	15.00'	52°01'12"	S 63°28'36" W	13.16'
C12	169.33'	50.00'	194°02'25"	N 45°30'48" W	99.25'
C13	13.62'	15.00'	52°01'12"	N 25°29'48" E	13.16'
C14	1.69'	13.50'	07°09'30"	N 85°54'23" E	1.69'
C15	28.27'	18.00'	90°00'00"	N 44°29'12" E	25.46'
C16	28.27'	18.00'	90°00'00"	N 45°30'48" W	25.46'
C17	28.27'	18.00'	90°00'00"	S 44°29'12" W	25.46'
C18	15.27'	18.00'	48°35'25"	S 24°48'30" E	14.81'

LINE	BEARING	DISTANCE
L1	N 70°24'23" E	61.18'
L2	N 00°30'48" W	30.00'
L3	N 00°30'48" W	8.00'
L4	N 24°18'54" W	32.79'
L5	N 01°47'41" E	68.89'
L6	N 36°03'28" E	30.00'
L7	S 55°15'39" E	119.13'
L8	N 48°33'51" E	68.40'
L9	S 79°24'30" E	30.57'
L10	N 89°29'12" E	8.00'
L11	N 89°29'12" E	30.00'
L12	N 89°29'12" E	8.00'
L13	N 89°29'12" E	30.00'
L14	N 89°29'12" E	8.00'
L15	N 89°29'12" E	30.00'
L16	N 84°40'28" E	184.78'
L17	S 02°31'52" E	179.63'
L18	S 23°17'30" W	32.79'
L19	S 00°30'48" E	8.00'
L20	S 00°30'48" E	30.00'
L21	N 71°13'09" E	59.61'
L22	S 85°04'23" E	21.10'
L23	N 77°48'33" E	98.81'
L24	S 89°29'12" W	50.14'
L25	S 89°29'12" W	30.00'
L26	S 89°29'12" W	30.00'
L27	S 72°17'17" W	21.98'
L28	N 00°30'49" W	46.98'
L29	N 00°30'47" W	30.00'
L30	S 89°29'13" W	30.00'
L31	S 89°29'08" W	29.93'
L32	S 89°29'13" W	30.00'
L33	S 89°29'13" W	8.00'
L34	S 89°29'13" W	30.00'
L35	S 35°50'46" W	33.74'
L36	S 00°30'48" E	74.14'
L37	S 00°30'48" E	30.00'
L38	N 81°21'24" E	21.21'
L39	N 55°18'08" E	24.18'
L40	N 89°29'12" E	30.00'
L41	N 89°29'12" E	8.00'
L42	N 89°29'12" E	30.00'
L43	N 89°29'17" E	29.93'
L44	N 89°29'12" E	30.00'
L45	N 82°22'59" W	21.21'

LEGEND

- BOUNDARY LINE
- LOT LINE
- EASEMENT LINE
- RIGHT-OF-WAY
- ADJACENT PARCEL LINE
- SURVEY TIE LINE
- ■ FOUND BOUNDARY PIN AS DESCRIBED
- ● SET A 24" #4 REBAR WITH 1.125" YELLOW PLASTIC CAP STAMPED LAT40 LS38479, UNLESS NOTED OTHERWISE
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Sheet 3 of 3

Jason S. Allee–On behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor No. 38479

Lat40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970–515–5294

DATE:	FILE NAME:	DRAWN BY:	CHECKED BY:	SCALE:	PROJECT #:
12/15/2020	2020278SUB	JA	JSA	AS NOTED	2020278

REVISIONS:	DATE:
ADDRESS TOWN REDLINES	2/11/2021

1ST REPLAT B1 MVWS REPLAT
FOR
LANDONE ENGINEERING, LLC
361 71ST AVE
GREELEY, CO 80634

3

SHEET 3 OF 3

1st Replat of Block 1 of Mountain View West Subdivision - FDP Submittal

Block 1 Mountain View West Subdivision Replat Part of the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M. Town of Johnstown, County of Weld, State of Colorado

Building Information		
Building Type	Number of Buildings	Number of Units
5-plex	11	55
4-plex	13	52
3-plex	12	36
Total	36	143

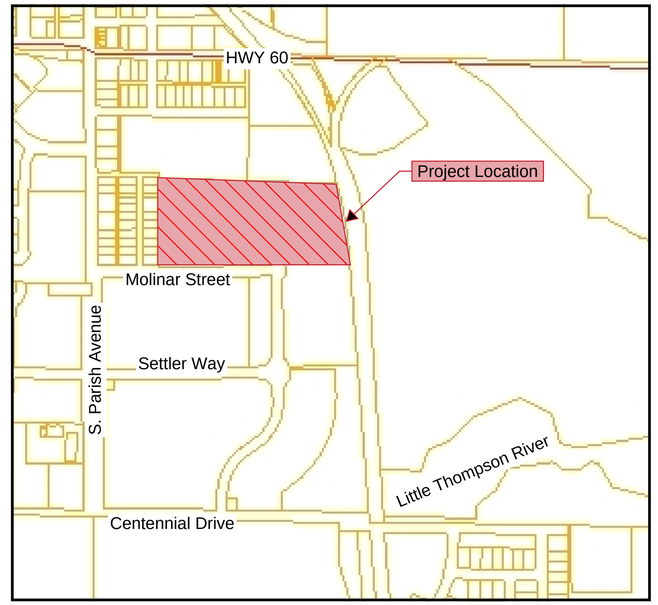
Land Use				
Hardscape (sf)				
Right-of-Way	Private Drive	Private Sidewalk	Private Parking	Total Hardscape
80,919	66,915	21,496	2,564	171,894
Landscape Area (sf)				
Turf	Native Seed	Planting Bed	Rock Mulch w/o Plants	Total Landscape
25,577	95,995	30,889	84,182	236,643
Rooftop (sf)				
192,227				

ROW Dedication	
Street	Area (ac)
Molinar Street	0.25
Public ROW	1.64
Total ROW Dedication	1.89

ROW Vacation	
Street	Area (ac)
Molinar Street**	0.03

** This is the portion of the ROW at the knuckle of Molinar Street and Mountain Bluebird Drive that will be vacated to create the Tee-Intersection

Parking Table	
Designation	Count
Required Parking	358 (2.5 spaces per unit)
Garage Parking	286 (2 per unit)
Surface Parking	15
On-street parking (in ROW)	60
Total Parking Provided	361



Vicinity Map
Not to Scale

Sheet List Table			Revisions				
Page	Sheet Number	Sheet Title	A	B	C		
1	C1.0	Cover Sheet	✓	✓			
2	C1.1	Site Plan	✓	✓			
3	C1.2	Site Plan	✓	✓			
4	E1.0	Representative Elevations	✓	✓			
5	L1	Landscape Plan - West	✓	✓			
6	L2	Landscape Plan - East	✓	✓			
7	L3	Landscape Notes and Details	✓	✓			

Legal Description

Block 1 Mountain View West Subdivision Replat Part of the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M. Town of Johnstown, County of Weld, State of Colorado

Project Contacts

Owner/Applicant
Townhome Developers, LLC
3780 West 10th Street, Suite 200
Greeley, CO 80634
(970) 702-2051

Civil Engineer
LandOne Engineering
361 71st Avenue, Suite 100
Greeley, CO 80634
(970) 632-2311

Surveyor
Lat40, Inc.
6250 West 10th Street #2
Greeley, CO 80634
(970) 515-5294

Landscape Architect
Ripley Design, Inc.
419 Canyon Avenue, Suite 200
Fort Collins, CO 80521
(970) 224-5828

Town Council

This Final Development Plan to be known as 1st Replat of Block 1 of Mountain View West Subdivision is approved and accepted by the Town of Johnstown by Resolution Number_____, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Johnstown, Colorado held on the ___ day of _____, _____.

By: _____ Mayor

Attest: _____ Town Clerk

LandOne engineering
361 71st Avenue, Suite 100
Greeley, CO 80634

PRELIMINARY
NOT FOR
CONSTRUCTION

Job Number 20-032
Checked By Jeremy Goetsch
Date 04/12/2021

LandOne Engineering, LLC assumes no responsibility for existing utility locations (horizontal or vertical). The existing utilities shown on this drawing have been plotted from the best available information. It is however the responsibility of the contractor to verify the location of all the utilities prior to the commencement of any construction activities.

COLORADO 811 KNOW WHAT'S BELOW CALL BEFORE YOU DIG

Rev. No.	Date	Revision Description
A	12/18/2020	First FDP Submittal
B	02/12/2021	Second FDP Submittal
C	04/12/2021	Third FDP Submittal

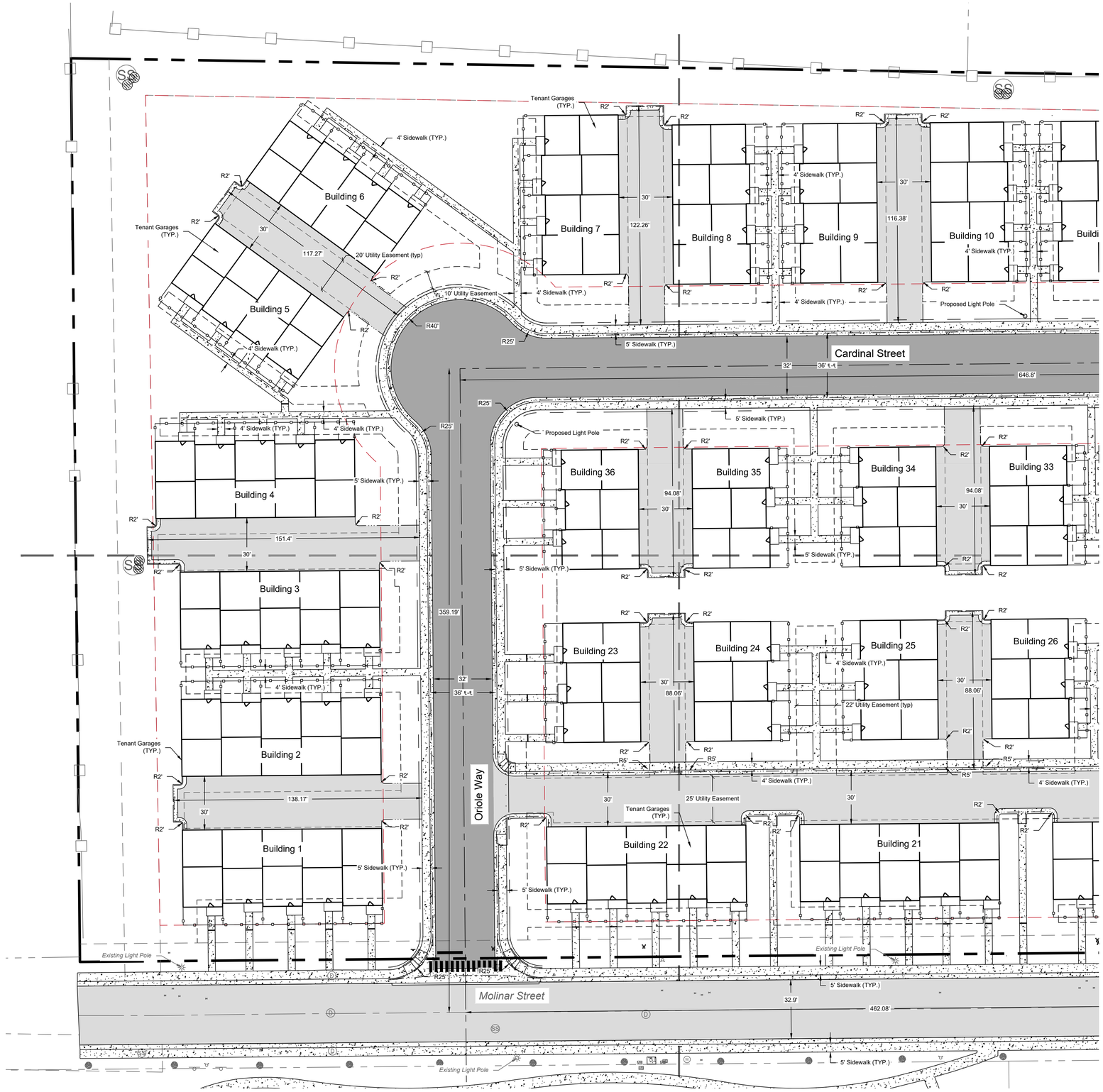
1st Replat of Block 1 of Mountain View West Subdivision - FDP Submittal

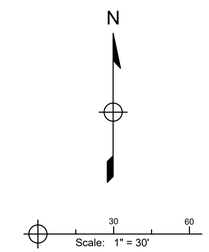
Cover Sheet

Johnstown, CO

Sheet C1.0

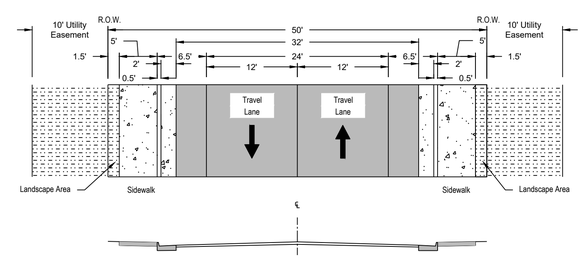
L:\landone.co\20-032 Mountain View Townhomes - Documents\CADD\Sheets\FDP\Cover Sheet 20-032.dwg, 4/12/2021 4:31:57 PM, Jeremy Goetsch, LandOne Engineering





Legend

Existing		Proposed
	Property Line	
	Right of Way	
	Easement	
	Flowline	
	Curb and Gutter	
	Fence	
	Pavement	
	Light Duty Pavement	
	Heavy Duty Pavement	
	Concrete	
	Gravel	
	Number of Parking Spaces	#



Modified Residential Local Street

LandOne engineering
361 71st Avenue, Suite 100
Greeley, CO 80634

PRELIMINARY
NOT FOR
CONSTRUCTION

Job Number	20-032
Checked By	Jeremy Goetsch
Date	04/12/2021

LandOne Engineering, LLC assumes no responsibility for existing utility locations (horizontal or vertical). The existing utilities shown on this drawing have been plotted from the best available information. It is however the responsibility of the contractor to verify the location of all the utilities prior to the commencement of any construction activities.

COLORADO 811 KNOW WHAT'S BELOW CALL BEFORE YOU DIG.

Rev. No.	Date	Revision Description
A	12/18/2020	First FDP Submittal
B	02/12/2021	Second FDP Submittal
C	04/12/2021	Third FDP Submittal

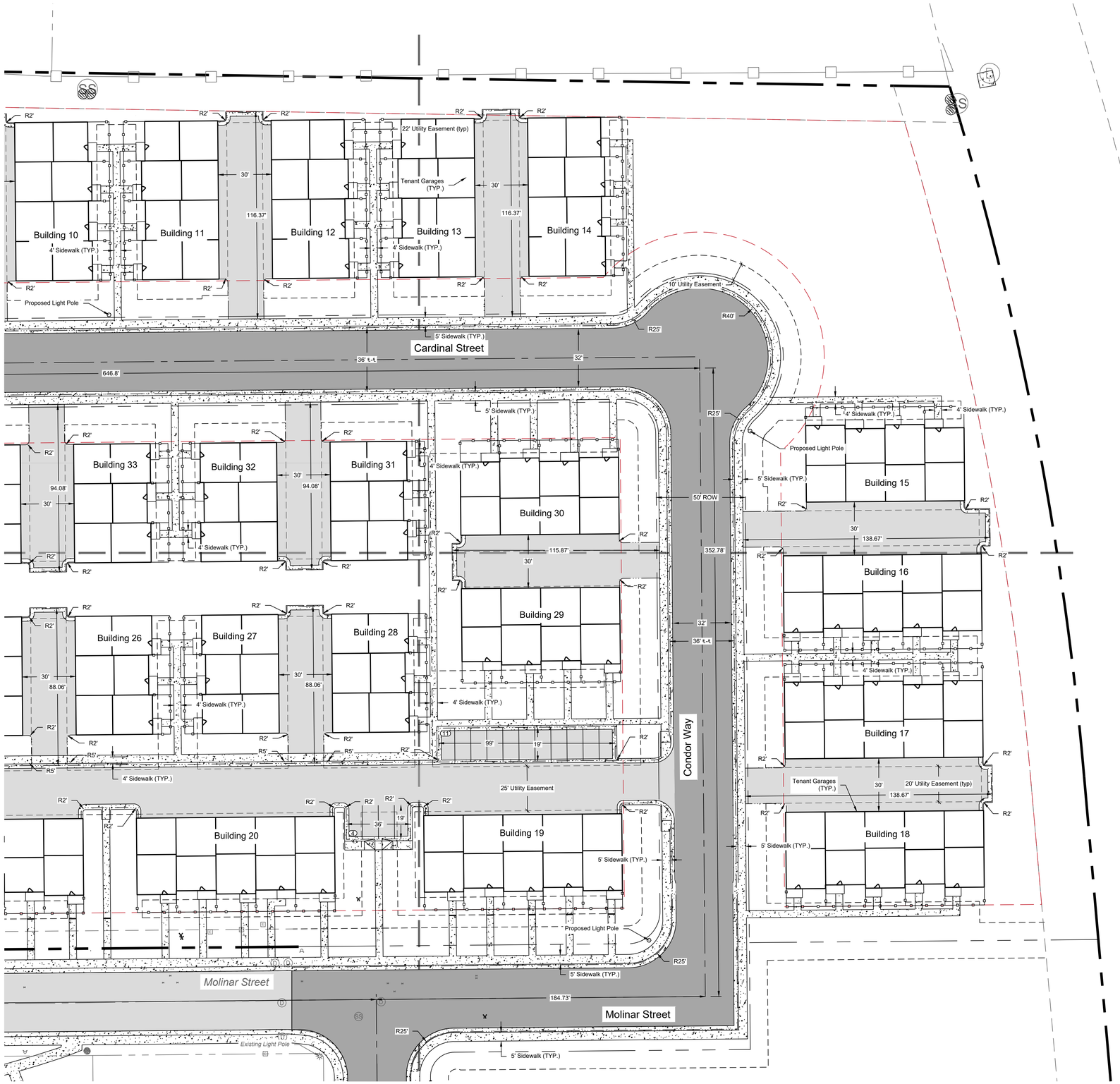
1st Replat of Block 1 of Mountain View West Subdivision - FDP Submittal

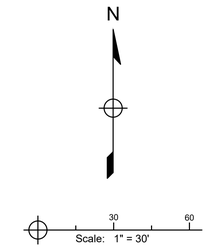
Site Plan

Johnstown, CO

Sheet
C1.1

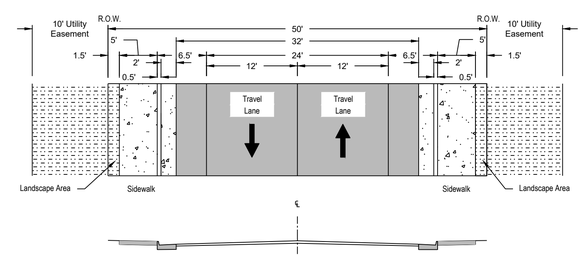
L:\landone.co\20-032 Mountain View Townhomes - Documents\CADD\Sheets\FDP\Site Plan 20-032.dwg, 4/12/2021 4:32:21 PM, Jeremy Goetsch, LandOne Engineering





Legend

Existing		Proposed
	Property Line	
	Right of Way	
	Easement	
	Flowline	
	Curb and Gutter	
	Fence	
	Pavement	
	Light Duty Pavement	
	Heavy Duty Pavement	
	Concrete	
	Gravel	
	Number of Parking Spaces	#



Modified Residential Local Street

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1st Replat of Block 1 of Mountain View West Subdivision - FDP Submittal

Site Plan

Johnstown, CO

Sheet
C1.2

Note: These elevations are representative examples only and are not intended to specify exact colors, materials, or elevations of buildings.

LANDONE engineering
361 71st Avenue, Suite 100
Greeley, CO 80634

PRELIMINARY
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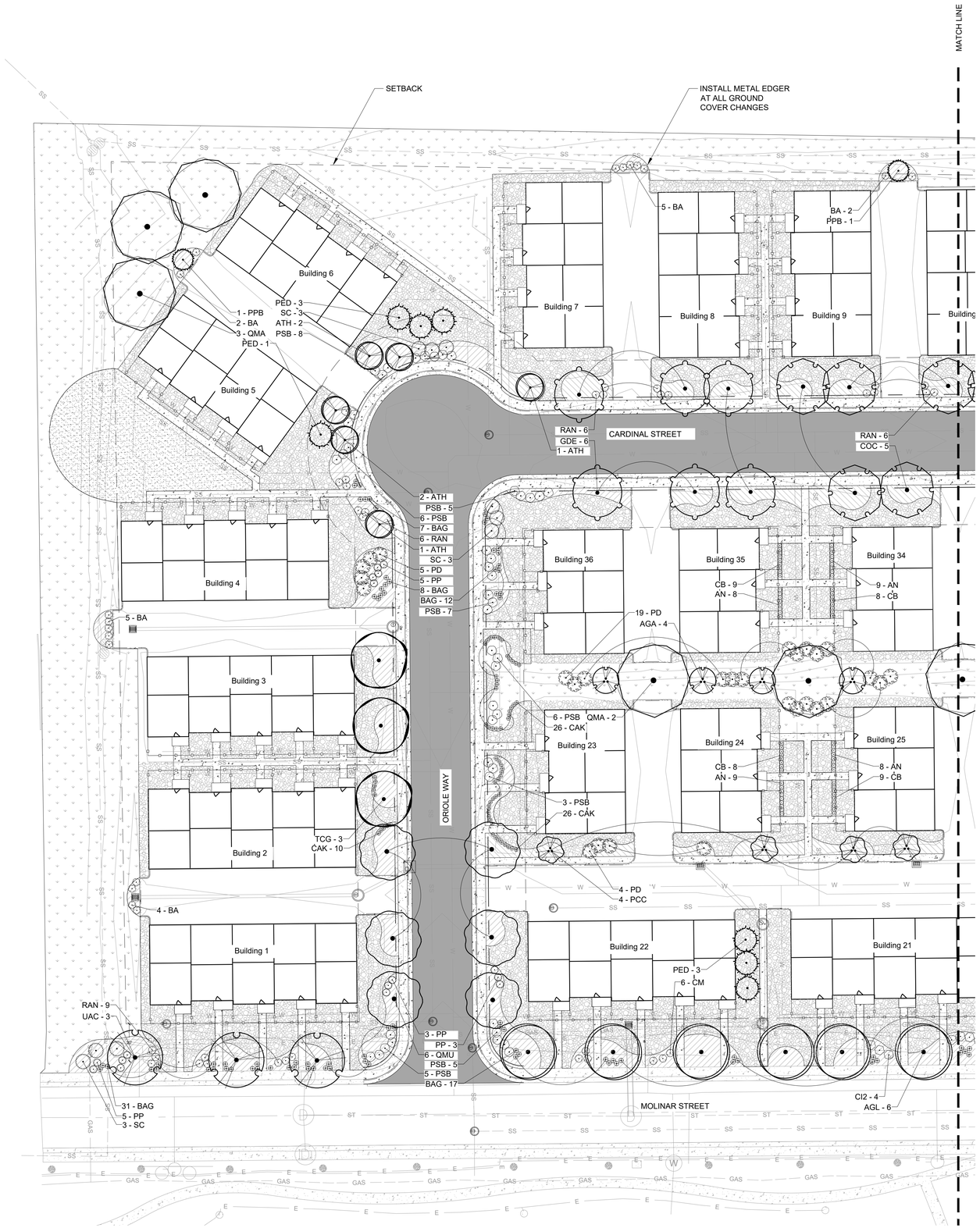
1st Replat of Block 1 of Mountain View West Subdivision - FDP Submittal

Representative Elevations

Johnstown, CO

Sheet
E1.0



LEGEND

SYMBOL	02 LANDSCAPE MATERIAL DESCRIPTION	QTY	DETAIL
	IRRIGATED TURF	25,577 SF	
	ROCK MULCH	84,182 SF	
	NATIVE GRASS AREA	95,995 SF	
	WOOD MULCH SHRUB BED	30,889 SF	

W — WATER LINE UTILITY
STORM DRAIN UTILITY
SS — SANITARY SEWER UTILITY
EXISTING FENCE
PROPOSED FENCE

PLANT SCHEDULE

DECIDUOUS TREES	BOTANICAL / COMMON NAME
AGL	AESCULUS GLABRA / OHIO BUCKEYE
CSP	CATALPA SPECIOSA / NORTHERN CATALPA
COC	CELTIS OCCIDENTALIS / COMMON HACKBERRY
GTI	GLEDITSIA TRIACANTHOS INERMIS `SHADEMASTER` TM / SHADEMASTER LOCUST
GDE	GYMNOCLADUS DIOICA `ESPRESSO` / KENTUCKY COFFEETREE
QMA	QUERCUS MACROCARPA / BURR OAK
QMU	QUERCUS MUEHLENBERGII / CHINKAPIN OAK
TCG	TILIA CORDATA `GREENSPIRE` / GREENSPIRE LITTLELEAF LINDEN
TMH	TILIA MONGOLICA `HARVEST GOLD` / HARVEST GOLD LINDEN
UAC	ULMUS X `ACCOLADE` / ACCOLADE ELM
UFR	ULMUS X `FRONTIER` / AMERICAN ELM

EVERGREEN TREES	BOTANICAL / COMMON NAME
PPB	PICEA PUNGENS `BABY BLUEEYES` / BABY BLUE EYES SPRUCE
PED	PINUS EDULIS / PINON PINE
PLE	PINUS LEUCODERMIS / BOSNIAN PINE

ORNAMENTAL TREES	BOTANICAL / COMMON NAME
ATH	ACER TATARICUM `HOT WINGS` / HOT WINGS TATARIAN MAPLE
AGA	AMELANCHIER X GRANDIFLORA `AUTUMN BRILLIANCE` / `AUTUMN BRILLIANCE` SERVICEBERRY
PCC	PYRUS CALLERYANA `CHANTICLEER` / CHANTICLEER PEAR
SR	SYRINGA RETICULATA / JAPANESE TREE LILAC

SHRUBS	BOTANICAL / COMMON NAME
AN	AMORPHA NANA / FALSE INDIGO
BA	BERBERIS THUNBERGII `ATROPURPUREA` / RED LEAF JAPANESE BARBERRY
CM	CHAMAEBATIARIA MILLEFOLIUM / FERNBUSH
CI2	CORNUS SERICEA `ISANTI` / ISANTI REDOSIER DOGWOOD
PD	PHYSOCARPUS OPULIFOLIUS `DIABLO` / DIABLO NINEBARK
PP	POTENTILLA FRUTICOSA DAVURICA `PRAIRIE SNOW` / PRAIRIE SNOW CINQUEFOIL
PSB	PRUNUS BESSEYI `PAWNEE BUTTES` / PAWNEE BUTTES SAND CHERRY
RG	RHUS AROMATICA `GRO-LOW` / GRO-LOW FRAGRANT SUMAC
RAN	ROSA X `NEARLY WILD` / NEARLY WILD ROSE
SC	SYRINGA X PRESTONIAE `MISS CANADA` / MISS CANADA PRESTON LILAC

ORNAMENTAL GRASSES	BOTANICAL / COMMON NAME
BAG	BOUTELOUA GRACILIS `BLONDE AMBITION` / BLONDE AMBITION GRASS
CB	CALAMAGROSTIS BRACHYTRICHA / KOREAN FEATHER REED GRASS
CAK	CALAMAGROSTIS X ACUTIFLORA `KARL FOERSTER` / FEATHER REED GRASS

MOUNTAIN VIEW

PRELIMINARY

JOHNSTOWN, CO

PREPARED BY:

ripley design
LANDSCAPE ARCHITECTURE, LAND PLANNING
419 Canyon Ave. Suite 200 Fort Collins, CO 80521
phone 970.224.5828 | fax 970.225.6657 | www.ripleydesigninc.com

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p. 970-573-7033

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ENGINEER

LANDONE ENGINEERING, LLC
Dan Hull, PE
361 71st Ave.
Greeley, CO 80634
p. 970.632.2311

NORTH
0 15 30 60
SCALE: 1"=30'-0"
ORIGINAL SIZE 24X36

ISSUED

No.	DESCRIPTION	DATE
01	WATER USEAGE	11/02/2020
02	PRELIMINARY	12/18/2020

REVISIONS

No.	DESCRIPTION	DATE
01	TOWN COMMENTS	3/25/2021

LANDSCAPE PLAN - WEST

SEAL:

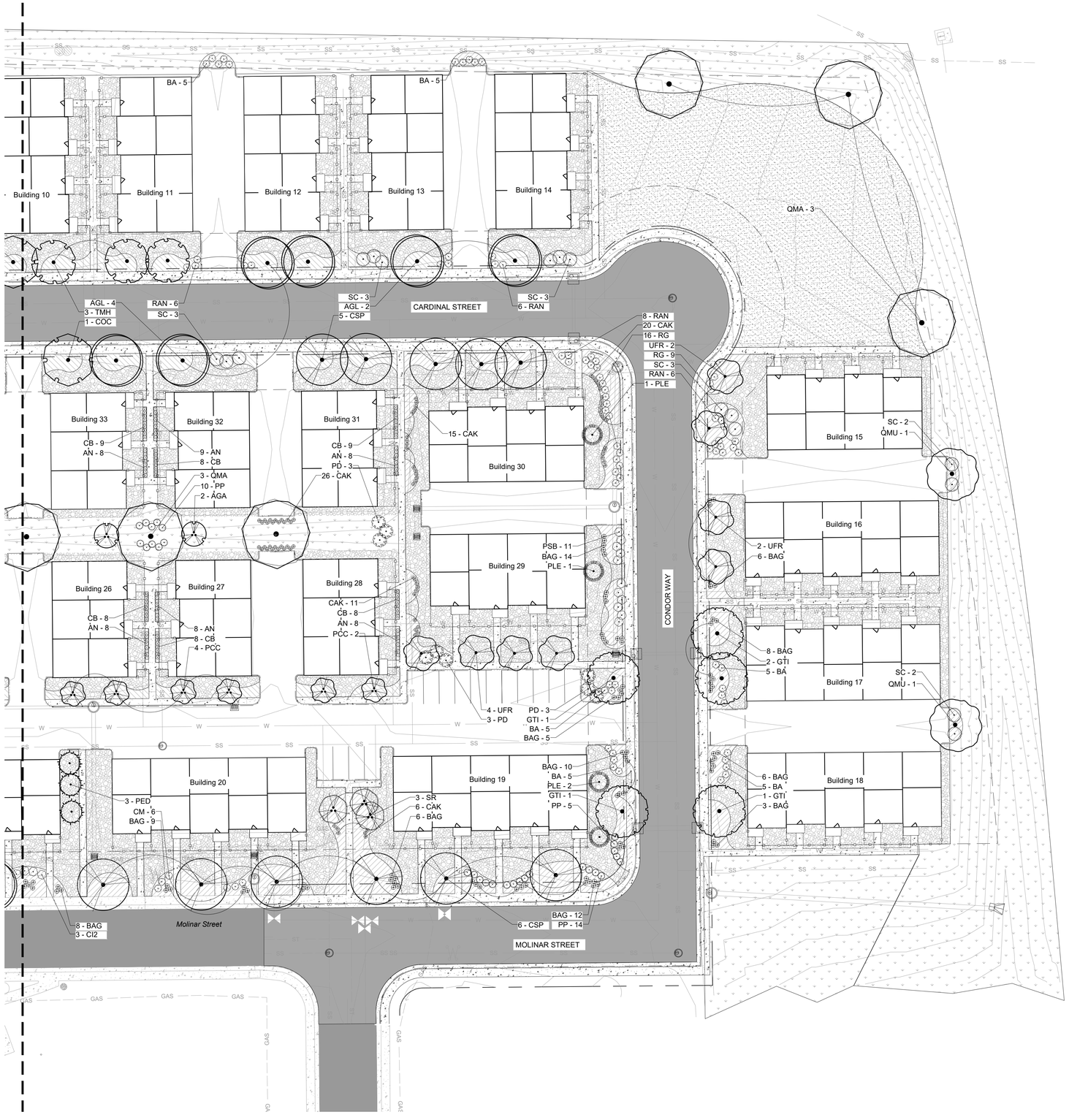
ENTITLEMENT DRAWINGS NOT FOR CONSTRUCTION

PROJECT No.:	R20-050
DRAWN BY:	SH
REVIEWED BY:	

DRAWING NUMBER:

L1 OF 3

Plotted By: Stephanie Hansen **Layout:** LANDSCAPE PLAN - WEST **Printed On:** 3/25/2021 3:20 PM **File Name:** 1 LANDSCAPE PLAN.dwg



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EXISTING FENCE
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MOUNTAIN VIEW

PRELIMINARY

JOHNSTOWN, CO

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p. 970.632.2311

NORTH
0 15 30 60
SCALE: 1"=30'-0"

ORIGINAL SIZE 24X36

ISSUED

No.	DESCRIPTION	DATE
01	WATER USEAGE	11/02/2020
02	PRELIMINARY	12/18/2020

REVISIONS

No.	DESCRIPTION	DATE
01	TOWN COMMENTS	3/25/2021

LANDSCAPE PLAN - EAST

SEAL:

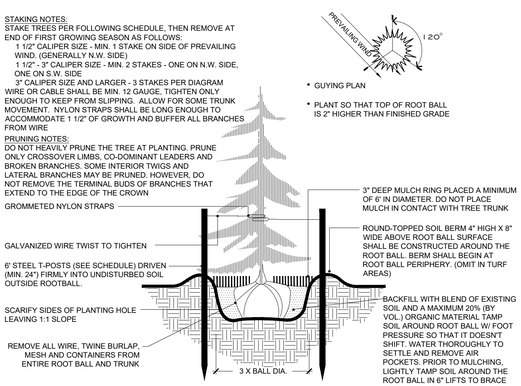
ENTITLEMENT DRAWINGS NOT FOR CONSTRUCTION

PROJECT No.:	R20-050
DRAWN BY:	SH
REVIEWED BY:	

DRAWING NUMBER:

L2 OF 3

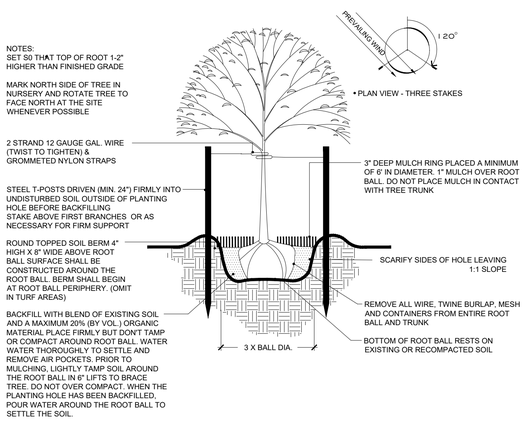
Plotted By: Stephanie Hansen **Layout:** LANDSCAPE PLAN - EAST **Printed On:** 3/25/2021 3:21 PM **File Name:** 1 LANDSCAPE PLAN.dwg



1 CONIFER TREE PLANTING DETAIL - STEEL POSTS

SCALE: NTS

L-PL2-PLA-01



2 TREE PLANTING DETAIL - STEEL POSTS

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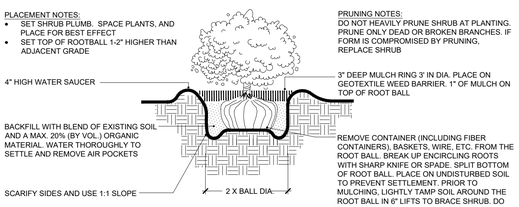


3 SHRUB PLANTING DETAIL

SCALE: NTS

L-PL2-PLA-14

PLANT SCHEDULE

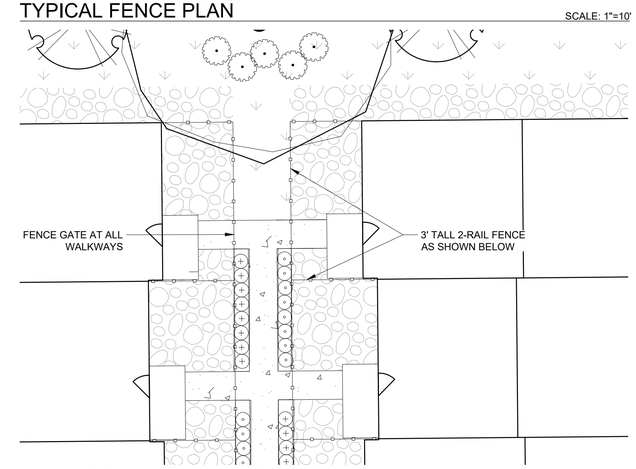
DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	AGL	12	AESCULUS GLABRA / OHIO BUCKEYE	B & B	2"CAL	
	CSP	11	CATALPA SPECIOSA / NORTHERN CATALPA	B & B	2"CAL	
	COC	6	CELTIS OCCIDENTALIS / COMMON HACKBERRY	B & B	2"CAL	
	GTI	5	GLEDITSIA TRIACANTHOS INERMIS `SHADEMASTER` TM / SHADEMASTER LOCUST	B & B	2"CAL	
	GDE	6	GYMNOCLADUS DIOICA `ESPRESSO` / KENTUCKY COFFEETREE	B & B	2"CAL	
	QMA	11	QUERCUS MACROCARPA / BURR OAK	B & B	2"CAL	
	QMU	8	QUERCUS MUEHLENBERGII / CHINKAPIN OAK	B & B	2"CAL	
	TCG	3	TILIA CORDATA `GREENSPIRE` / GREENSPIRE LITTLELEAF LINDEN	B & B	2"CAL	
	TMH	3	TILIA MONGOLICA `HARVEST GOLD` / HARVEST GOLD LINDEN	B & B	2"CAL	
	UAC	3	ULMUS X `ACCOLADE` / ACCOLADE ELM	B & B	2"CAL	
	UFR	8	ULMUS X `FRONTIER` / AMERICAN ELM	B & B	2"CAL	
EVERGREEN TREES	**CODE**	**QTY**	**BOTANICAL / COMMON NAME**	**CONT**	**CAL**	**SIZE**
	PPB	2	PICEA PUNGENS `BABY BLUEEYES` / BABY BLUE EYES SPRUCE	B & B		8` HT MIN.
	PED	10	PINUS EDULIS / PINON PINE	B & B		6` HT.
	PLE	4	PINUS LEUCODERMIS / BOSNIAN PINE	B & B		6` HT.
ORNAMENTAL TREES	**CODE**	**QTY**	**BOTANICAL / COMMON NAME**	**CONT**	**CAL**	**SIZE**
	ATH	6	ACER TATARICUM `HOT WINGS` / HOT WINGS TATARIAN MAPLE	B & B	1.5"CAL	
	AGA	6	AMELANCHIER X GRANDIFLORA `AUTUMN BRILLIANCE` / `AUTUMN BRILLIANCE` SERVICEBERRY	B & B	1.5"CAL	
	PCC	10	PYRUS CALLERYANA `CHANTICLEER` / CHANTICLEER PEAR	B & B	1.5"CAL	
	SR	3	SYRINGA RETICULATA / JAPANESE TREE LILAC	B & B	1.5"CAL	
SHRUBS	**CODE**	**QTY**	**BOTANICAL / COMMON NAME**			**SIZE**
	AN	83	AMORPHA NANA / FALSE INDIGO			3 GAL
	BA	48	BERBERIS THUNBERGII `ATROPURPUREA` / RED LEAF JAPANESE BARBERRY			3 GAL
	CM	12	CHAMAEBATIARIA MILLEFOLIUM / FERNBUSH			3 GAL
	CI2	7	CORNUS SERICEA `ISANTI` / ISANTI REDOSIER DOGWOOD			3 GAL
	PD	37	PHYSOCARPUS OPULIFOLIUS `DIABLO` / DIABLO NINEBARK			5 GAL
	PP	45	POTENTILLA FRUTICOSA DAVURICA `PRAIRIE SNOW` / PRAIRIE SNOW CINQUEFOIL			3 GAL
	PSB	56	PRUNUS BESSEYI `PAWNEE BUTTES` / PAWNEE BUTTES SAND CHERRY			3 GAL
	RG	23	RHUS AROMATICA `GRO-LOW` / GRO-LOW FRAGRANT SUMAC			3 GAL
	RAN	53	ROSA X `NEARLY WILD` / NEARLY WILD ROSE			3 GAL
	SC	25	SYRINGA X PRESTONIAE `MISS CANADA` / MISS CANADA PRESTON LILAC			5 GAL
ORNAMENTAL GRASSES	**CODE**	**QTY**	**BOTANICAL / COMMON NAME**			**SIZE**
	BAG	162	BOUTELOUA GRACILIS `BLONDE AMBITION` / BLONDE AMBITION GRASS			1 GAL
	CB	84	CALAMAGROSTIS BRACHYTRICHA / KOREAN FEATHER REED GRASS			3 GAL
	CAK	140	CALAMAGROSTIS X ACUTIFLORA `KARL FOERSTER` / FEATHER REED GRASS			1 GAL

LANDSCAPE NOTES

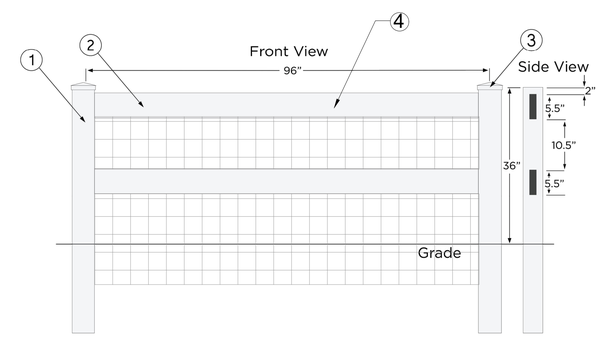
1. ALL PLANT MATERIAL SHALL MEET SPECIFICATIONS OF THE AMERICAN ASSOCIATION OF NURSERYMEN (AAN) FOR NUMBER ONE GRADE. ALL TREES SHALL BE BALLED AND BURLAPPED OR EQUIVALENT.
2. NO PLANT MATERIAL WITH MATURE GROWTH GREATER THAN THREE FEET (3') IN HEIGHT SHALL BE PLANTED WITHIN WATER AND SEWER EASEMENTS.
3. NO SHRUBS SHALL BE PLANTED WITHIN FIVE FEET (5') RADIUS OR TREES WITHIN TEN FEET (10') OF WATER METERS, FIRE HYDRANTS, OR SANITARY SEWER MANHOLES.
4. DEVELOPER SHALL ENSURE THAT THE LANDSCAPE PLAN IS COORDINATED WITH THE PLANS DONE BY OTHER CONSULTANTS SO THAT THE PROPOSED GRADING, STORM DRAINAGE, OR OTHER CONSTRUCTION DOES NOT CONFLICT NOR PRECLUDE INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS ON THIS PLAN.
5. ALL LANDSCAPE AREAS WITHIN THE SITE SHALL BE IRRIGATED WITH AN AUTOMATIC CLOCK ACTIVATED UNDERGROUND IRRIGATION SYSTEM. AN IRRIGATION PLAN WILL BE REQUIRED PRIOR TO ISSUANCE OF A BUILDING PERMIT AND INSTALLED PRIOR TO C.O. ALL TURF AREAS TO BE IRRIGATED WITH AN AUTOMATIC POP-UP IRRIGATION SYSTEM. ALL SHRUB BEDS AND TREES ARE TO BE IRRIGATED WITH AN AUTOMATIC IRRIGATION (TRICKLE) IRRIGATION SYSTEM, OR ACCEPTABLE ALTERNATIVE. THE IRRIGATION SYSTEM IS TO BE ADJUSTED TO MEET THE REQUIREMENTS OF THE INDIVIDUAL PLANT MATERIAL.
6. ALL SHRUB BEDS TO BE MULCHED WITH COBBLE MULCH (3"DEPTH) OVER WEEDBARRIER FABRIC.
7. ALL PERENNIAL AREAS TO BE MULCHED WITH WOOD BARK MULCH (3"DEPTH).OMIT WEEDBARRIER FABRIC.
8. EDGING BETWEEN GRASS AND SHRUB BEDS SHALL BE ⅛" X 4" STEEL SET LEVEL WITH TOP OF SOD.
9. TOPSOIL. TO THE MAXIMUM EXTENT FEASIBLE, TOPSOIL THAT IS REMOVED DURING CONSTRUCTION ACTIVITY SHALL BE CONSERVED FOR LATER USE.
10. SOIL AMENDMENTS. PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY, AND/OR AS DICTATED BY 2534 DRC/JRC, SHALL RECEIVE MINIMUM REQUIREMENTS FOR SOIL PREPARATION. MINIMUM SOIL PREPARATION SHALL INCLUDE THREE (3) CUBIC YARDS OF ORGANIC MATERIAL FOR 1,000 SQUARE FEET OF EXISTING SOIL TILLED TO A MINIMUM DEPTH OF SIX (6) INCHES. TREE AND SHRUB PITS SHALL BE BACKFILLED USING A MIXTURE OF ONETHIRD EXISTING SITE SOIL, ONE-THIRD TOPSOIL AND ONE-THIRD ORGANIC MATTER.
11. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND THEIR CONTRACTORS TO BUILD THE PROJECT ACCORDING TO APPROVED PLANS AND DETAILS AND IN ACCORDANCE WITH CURRENT TOWN OF JOHNSTOWN LANDSCAPE GUIDELINES. FIELD CHANGES TO THESE PLANS ARE TO BE APPROVED BY THE TOWN OF JOHNSTOWN PRIOR TO ANY WORK. FIELD CONDITIONS THAT CONFLICT WITH OR JEOPARDIZE THE LONGEVITY OF THE PROPOSED IMPROVEMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE TOWN OF JOHNSTOWN FOR RESOLUTION. FAILURE TO BRING SUCH MATTERS TO THE ATTENTION OR TO OBTAIN APPROVAL OF REMEDIAL MEASURES WILL IN NO WAY RELIEVE THE CONTRACTOR OF THEIR OBLIGATION TO RESOLVE THE MATTER TO THE SATISFACTION OF THE TOWN OF JOHNSTOWN.
12. THE IRRIGATION SYSTEM WILL BE DESIGNED TO MEET SECTION H.5 OF THE TOWN LANDSCAPE STANDARDS.
13. CONIFER TREES SHALL COMPRISE 25% OF ANY LANDSCAPE AREA WHERE SUITABLE. NO MORE THAN 15% OF ANY ONE SPECIES WILL BE ALLOWED.

TYPICAL FENCE PLAN

SCALE: 1"=10'



1. ALL FENCING WILL BE INSTALLED AT TIME OF BUILDING PERMIT
2. FENCING SHALL ONLY BE INSTALLED WHERE SHOWN IN TYPICAL DIAGRAM ABOVE AND PER DETAIL BELOW



1 - 5"x5" POST
2 - 1.5"X5.5" RAIL
3 - 5"X5" CAP
4 - OPTIONAL WIRE PET MESH

TYPICAL FENCE DETAIL

SCALE: NOT TO SCALE

MOUNTAIN VIEW

PRELIMINARY

JOHNSTOWN, CO

PREPARED BY:

ripley design
LANDSCAPE ARCHITECTURE, LAND PLANNING
419 Canyon Ave. Suite 200 Fort Collins, CO 80521
phone 970.224.5828 | fax 970.225.6657 | www.ripleydesigninc.com

OWNER

BAESSLER HOMES
Andy Gerk
3780 W. 10th Street
Greeley, CO 80634
p. 970-573-7033

LANDSCAPE ARCHITECT

RIPLEY DESIGN INC.
Stephanie Hansen, PLA
419 Canyon Ave. Suite 200
Fort Collins, CO 80521
p. 970.224.5828
f. 970.225.6657

ENGINEER

LANDONE ENGINEERING, LLC
Dan Hull, PE
361 71st Ave.
Greeley, CO 80634
p. 970.632.2311

NORTH

0 05 10 20
SCALE: 1"=10'-0"

ORIGINAL SIZE 24X36

ISSUED

No.	DESCRIPTION	DATE
01	WATER USEAGE	11/02/2020
02	PRELIMINARY	12/18/2020

REVISIONS

No.	DESCRIPTION	DATE
01	TOWN COMMENTS	3/25/2021

LANDSCAPE NOTES AND DETAILS

SEAL:

ENTITLEMENT DRAWINGS NOT FOR CONSTRUCTION

PROJECT No.:	R20-050
DRAWN BY:	SH
REVIEWED BY:	

DRAWING NUMBER:

L3 OF 3

PLANNING & ZONING COMMISSION
AGENDA MEMORANDUM

ITEM:	**4a: Annexation** **4b: Establishment of Zoning**
DESCRIPTION:	**North Ridge Annexation and Establishment of Zoning** for 36.97 acres
LOCATION:	Portion of Southeast ¼, Section 22, Township 5 North, Range 68 West
APPLICANT:	Ridge II ManageCo, LLC; Caliber Services, LLC; Caliber Companies, LLC; CaliberCos Inc.
STAFF:	Darryll Wolnik, Planner II
HEARING DATE:	June 9, 2021

BACKGROUND & SUMMARY

The applicant, Caliber Development, requesting annexation of 36.97 acres of land,). The property is located in the Southeast ¼ of Section 22, Township 5 North, Range 68 West. More specicially, it is located along the Frontage Road, North of County Road 18 / Freedom Pkwy. Petitioner is proposing zoning of PUD-MU (Planned Unit Development – Mixed Use).

The subject property is presently zoning FA – Farming in unincorporated Larimer County. It is bordered on all sides by incorporated areas of Johnstown, though there are portions of unincorporated Larimer County slightly beyond adjacent parcels. Zoning in all surrounding parcels is PUD-MU. There is land presently in unincorporated Larimer County just to the Southeast that is zoned FA.

Surround land uses are as follows. Thompson River Ranch, a single-family residential development, is adjacent to the North and East. I-25 and the Frontage Rd. run North-South on the West side of this property, with the Mountain View Farms PUD on the other side of the ROW. That PUD is currently used for agricultural purposes. To the South is undeveloped land currently that is siting vacant as part of The Ridge development. Properties to the Southeast, beyond The Ridge and Thompson River Ranch, are used for agricultural and large-lot residential purposes.

HISTORY

Historically, this property has been used for farming. There was a farmhouse and active farm on the property until 2018-2019, when the frontage road was re-routed. The farmhouse was demolished at that

time, in order to make way for the re-routed frontage road, which passed directly over the site of the former home. At some point, CDOT took part of the property for said roadway improvements and realignment, resulting in the current parcel.

Based on aerial imagery, it appears agricultural operations ceased between 2016 and 2018, and the fields were left unutilized.

ATTACHMENTS
1-Vicinity Map
2- Application & Petition
3-Annexation Map
4-Zoning Map

NOTICE
Notice for the Planning & Zoning Commission hearing was published in the local paper of widest circulation, the Johnstown Breeze, on Thursday, July 13, 2021. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were mailed to all property owners within 500 feet of the property in question. This notice included a map of the proposed annexation and zoning.

On Monday, June 7, 2021, Town Council passed Resolution 2021-18, finding the proposed annexation in substantial compliance with Colorado Revised Statutes and the Colorado Constitution. This resolution set the public hearing date for the proposed annexation as Wednesday, July 7, 2021.

Notice for the November 2nd Town Council hearing was published in the local newspaper of widest circulation, the Johnstown Breeze, beginning on Thursday, June 10, 2021. This notice provides the date, time, and location of the Town Council hearing, as well as a description of the project. This notice, along with a copy of Resolution 2021-18, is published in the Johnstown Breeze for four (4) consecutive weeks. Notices will be mailed to all property owners within 500 feet of the property in question, including a map of the proposed annexation and zoning.

NEIGHBORHOOD MEETING
An online neighborhood meeting was held on Tuesday, September 27, 2021. Notice for said meeting was mailed to all property owners within 500 feet of the proposed annexation advertising the meeting time and place. Town Staff and the Applicants team were present and no resident attended.

ANALYSIS

Annexation: This annexation is being considered by the Town for the following reasons:

1. At least 1/6 of the area to be annexed for each individual annexation is contiguous to the Town of Johnstown boundary.
2. The property is planned to be zoned and developed as urban-level development.
3. The property is located within the Town of Johnstown Growth Management Area.
4. The Town is capable of providing water, sewer, and police service to the property.
5. The Town is authorized to annex the area without an election under Section 30(b) of Article II of the Colorado Constitution.

Johnstown Comprehensive Plan Alignment

P.2-5: The intersection of County Road 18 and I-25 is projected as a "Gateway Center", meaning this is not only a major entryway in Town, but also a center of development. In addition, this area is "Commercial Mixed Use" and is at the crossroads of a major arterial, a minor arterial, and I-25.

Goal CF-1: New development achieves the community's goals and is consistent with the Town's vision – Contiguous, compact pattern.

This proposal would create areas for medium-density housing. Additionally, it makes use of the "keyhole" property to its best and highest use. This land would otherwise be left undeveloped and vacant between the Frontage Road and I-25.

Goal CF-2: Beautiful Town gateways and entries at major intersections – gateways.

The proposed annexation sits at the intersection of County Road 18 and I-25, one of The Town's most important and visible gateways. Zoning as proposed at this intersection would increase visibility and draw people into Johnstown.

Zoning & Development Standards

The current zoning for the property is FA – Farming in Larimer County. There are no conditional uses or uses by special review for the property.

The applicant requests zoning PUD-MU upon annexation. An ODP is also proposed and is separate from this proposal. Said ODP would create basic zoning and land use standards.

Infrastructure

There is currently no Town water service to the property. Applicant proposes looping the existing water line in Thompson River Ranch through this property. It would then tie into the proposed water lines in the Ridge 3 development to the south.

Sanitary sewer for the site would be handled by the Low Point Waste Water Treatment Plant (WWTP). Connections for sanitary sewer will be made at two potential locations. One connection would be to the line in Thompson River Ranch, while the other would be on the Johnson's Corner interceptor along County Road 18. The exact routing is still under consideration, but construction of infrastructure and conveyance of wastewater is absolutely possible.

Major transportation infrastructure is already in place for this annexation. The Frontage Road is slated as a minor arterial road in the Johnstown Master Transportation Plan. The required ROW has previously been dedicated, so there is no concern in that regard. Applicant will need to work with The Town and CDOT regarding access onto the Frontage Road. The Town will expect appropriate roadway improvements be completed at time of development.

Staff Concerns

Staff has no concerns for the annexation.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

Item #3a Annexation: North Ridge Annexation

It is recommended that Planning and Zoning Commission send a positive recommendation to Town Council that the North Ridge Annexation be approved based upon the following findings:

1. The area is contiguous to the Town of Johnstown along at least 1/6 of its boundaries.
2. The property is located within the Town of Johnstown Growth Management Area.
3. The Town can adequately and efficiently provide utility and police services.
4. The proposed zoning is consistent with the Town of Johnstown Comprehensive Plan.
5. The property is eligible for annexation without election pursuant to the Colorado Constitution Article II, Section 30(b).

Recommended Motion

Based on the application received, associated submittal materials, and the preceding analysis, the Planning & Zoning Commission finds that the request for the North Ridge Annexation furthers the *Johnstown Area Comprehensive Plan* goals, and is compatible with all other applicable Town standards and regulations, and therefore moves to recommend to the Town Council approval of the North Ridge Annexation based upon the findings as stated in the staff report.

Alternate Motions

A. Motion to Approve with Conditions: "I move that the Commission recommend to Town Council approval of the North Ridge Annexation with the following conditions…"

B. Motion to Deny: "I move that the Commission recommend to the Town Council denial of the North Ridge Annexation based upon the following…"

<u>Item #3b Zoning: North Ridge Annexation- Establishment of Zoning</u>
It is recommended that Planning and Zoning Commission send a positive recommendation to Town Council that the requested zoning of PUD-MU for the North Ridge Annexation be approved based upon the following findings:

1. The proposed zoning is consistent with the Town of Johnstown Comprehensive Plan.

2. The proposed zoning and accompanying uses are the best use for the area, namely commercial uses at the major intersections.

Motion
Based on the application received, associated submittal materials, and the preceding analysis, the Planning & Zoning Commission finds that the request for PUD-MU zoning for the North Ridge Annexation furthers the *Johnstown Area Comprehensive Plan* goals, and is compatible with all other applicable Town standards and regulations, and therefore moves to recommend to the Town Council approval of the request for PUD-MU zoning for the North Ridge Annexation based upon the 2 findings as stated in the staff report.

Alternate Motion

Motion to Deny: "I move that the Commission recommend to the Town Council denial of the request for PUD-MU zoning for the North Ridge Annexation based upon the following…"

Planner:	Reviewed by:
Darryll Wolnik	Kim Meyer
Planner II	Planning & Development Director

File Name: S:\PLANNING\2020 Land Use Projects\ANX20-004 North Ridge Annexation\Hearings – PZC North Ridge ANNX PUD Staff Report 06 09 21.docx

NORTH RIDGE ANNEXATION

VICINITY MAP

VICINITY MAP

Town of Johnstown

LAND USE APPLICATION

Project Name: North Ridge

Description: Mixed Use Planned Unit Development

Land Use: □ Site Development Plan □ Use by Special Review □ Conditional Use Grant ✔ Annexation

Subdivision: □ Replat/Minor □ Preliminary □ Final □ Combined Prelim/Final

PUD: □ Outline/ODP □ Prelim/PDP □ Final/FDP

Zoning: □ Establish Zoning □ Rezone

Wireless: □ Small Cell □ EFR □ Alt. Tower □ Base Station □ Tower/Other

Other: □ Downtown Façade Grant

Site Address or Parcel #s: 1016 SE Frontage Road, Johnstown, CO 80304 Assessor Parcel No. 85220-00-005

Applicant/Project Owner: Ridge II HoldCo, LLC, a Delaware Limited Liability Company

Applicant Address: 8901 E Mountain View Rd, Suite 150 Scottsdale, AZ 85258

Email: Roy.Bade@caliberco.com Telephone: 480-214-1901

Consultant /Representative: Mark F. Hunter, Esq. Hunter & Goodhue, PLLC

Consultant Address: 4845 Pearl East Circle, Suite 101 Boulder, CO 80301

Email: mark@huntgoodlaw.com Telephone: 303-444-2800

Landowner Authorization to Proceed with Land Use Action: (Required)

The undersigned (1) affirms ownership or authorized representation thereof of the subject property, and (2) hereby authorizes the individuals or entities listed herein as "applicant" and/or "authorized representative" to represent me/us in all aspects of the land use process for the project being submitted with this application. ✔ Please keep me informed of the status and progress of this project via email at the address below. □ I do NOT want to be updated on this project. (To modify this request, contact Planning@TownofJohnstown.com)

Landowner(s): Ridge II HoldCo, LLC, a Delaware Limited Liability Company

Email: Roy.Bade@caliberco.com Courtney.Bring@Caliberco.com Telephone: 480-214-1901

SEE ATTACHED SIGNATURE PAGE

Ridge II HoldCo, LLC, a Delaware limited liability company

By: Ridge II ManageCo, LLC, a Delaware limited liability company

Its: Manager

By: Caliber Services, LLC, an Arizona limited liability company

Its: Manager

By: Caliber Companies, LLC, an Arizona limited liability company

Its: Managing Member

By: CaliberCos Inc., a Delaware corporation

Its: Manager

By: _____

Name: Jennifer Schrader

Its: President

PETITION FOR ANNEXATION
To the Town of Johnstown
(Larimer County)

The undersigned, in accordance with Article 12, Chapter 31, CRS, as amended, hereby petition the Town Council of the Town of Johnstown, Colorado, for annexation to the Town of Johnstown the unincorporated territory more particularly described below, currently known as North Ridge Johnstown, and in support of said Petition, your petitioners allege that:

(1) It is desirable and necessary that the following described territory be annexed to the Town of Johnstown, Colorado:

See Exhibit A attached hereto and made a part hereof.

(2) Not less than one-sixth (1/6) of the perimeter of that area proposed to be annexed is contiguous with the Town of Johnstown, Colorado.

(3) A community of interest exists between the territory proposed to be annexed and the Town of Johnstown, Colorado.

(4) The territory proposed to be annexed is urban or will be urbanized in the near future;

(5) The territory proposed to be annexed is integrated or is capable of being integrated with the Town of Johnstown, Colorado;

(6) The signatures of the Petition comprise one hundred percent (100%) of the landowners of the territory to be included in the area proposed to be annexed and said landowners attesting to the facts and agreeing to the conditions herein contained will negate the necessity of any annexation election;

(7) No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

(a) Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way;

(b) Comprising twenty (20) acres or more and which, together with the building and improvements situated thereon has an assessed value in excess of Two Hundred Thousand Dollars ($200,000.00) for ad valorem tax purposes to be annexed without the written consent of the landowner or landowners.

(8) No part of the area proposed to be annexed is more than three miles from a point on the municipal boundary, as such was established more than one year before this annexation will take place;

(9) The area proposed to be annexed comprises more than ten acres and an impact report as provided in Section 31-12-105.5, CRS, as amended, is required.

(10) The area proposed to be annexed is located within Larimer County, Thompson School District, Northern Colorado Water Conservancy District, Little Thompson Water District, Loveland Rural Fire Protection District, Aims Junior College District, and no others;

(11) The mailing address of each signer, the legal description of the land owned by each signer and the date of signing of each signature are all shown on this Petition;

(12) Accompanying this Petition are five (5) prints of the area proposed to be following information:

(a) A written legal description of the boundaries of the area proposed to be annexed;

(b) A map showing the boundary of the area proposed to be annexed, such map prepared and containing the seal of a registered engineer or land surveyor;

(c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land, and if part or all of the area is to be platted at the time of the effectiveness of the annexation (as opposed to after such effectiveness), then the boundaries and the plat number of plots or of lots and blocks are shown;

(d) Next to the boundary of the area proposed to be annexed is drawn the contiguous boundary of the Town of Johnstown, and the contiguous boundary of any other municipality abutting the area proposed to be annexed;

(e) The dimensions of the contiguous boundaries are shown on the map.

(f) A proposed drainage plan and a proposed utilities plan.

(13) The territory to be annexed is not presently a part of any incorporated city, city and county, or town;

(14) The undersigned agree to the following conditions, which shall be covenants running with the land, and which shall, at the option of the Town, appear on the annexation map:

(a) Water rights shall be provided as mutually agreed to by the Town and the undersigned; The undersigned specifically agree that they have not sold or transferred any water rights appurtenant to their property within the past

year nor will they do so during the pendency of this annexation petition and once annexed to the Town of Johnstown, they will not sell or transfer any water rights appurtenant to the subject property without the prior written approval of the Johnstown Town Council.

(b) The owners shall participate in providing drainage plan and improvements and payment of a unit drainage fee as may be required by the Town the area;

(c) The undersigned hereby waive any and all "vested rights" previously created pursuant to Section 24-68-103, CRS, as amended.

(d) The undersigned and the Town may enter into an Annexation Agreement prior to the effective date of this annexation, which agreement shall be additional conditions as effectively as if set forth in this Petition.

(15) Petitioner represents that: (Check one)

__x__ No part of the property to be annexed is included within any site specific development plan approved by Larimer County, Colorado.

_____A site specific development plan has been approved by Larimer County, Colorado, which has created a vested right.

(16) Submitted with this Petition is the required $100.00 for publication costs.

EXECUTED this 25th day of August 2020.

Ridge II HoldCo, LLC
a Delaware limited liability company

By: Ridge II ManageCo, LLC
a Delaware limited liability company
Its: Manager

By: Caliber Services, LLC
an Arizona limited liability company
Its: Manager

By: Caliber Companies, LLC
an Arizona limited liability company
Its: Managing Member

By: CaliberCos Inc.
a Delaware corporation
Its: Manager

By: Jennifer Schrader
Name: Jennifer Schrader
Its: President

Name of Annexation: North Ridge Johnston

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 25 day of August 2020, by Ridge II HoldCo, LLC, a Delaware limited liability company, by Jennifer Schrader, Director.

Witness my hand and official seal.

My commission expires: 9-21-2020

COURTNEY L. MILLER
Notary Public - State of Arizona
MOHAVE COUNTY
My Commission Expires
September 21, 2020

Courtney L. Miller
Notary Public

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath, deposes and says:

That (he or she) was the circulator of the foregoing Petition for Annexation of lands to the Town of Johnstown, Colorado, consisting of five (5) pages, including this page and that each signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.

Mr. F. Hunter, Circulator

STATE OF COLORADO)
) ss
COUNTY OF BOULDER)

The foregoing Affidavit of Circulator was subscribed and sworn to before me this 9th day of ~~August~~ September T.D., 2020 by Mark F. Hunter.

Witness my hand and official seal.

My commission expires: 1/25/2023

TRAM T. DAO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074002925
MY COMMISSION EXPIRES JANUARY 25, 2023

Tram T. Dao
Notary Public

NORTH RIDGE ANNEXATION

TO THE TOWN OF JOHNSTOWN, COLORADO

SITUATE IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M.

COUNTY OF LARIMER, STATE OF COLORADO

36.971 ACRES

PROPERTY DESCRIPTION

The Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section Twenty-two (22), Township Five North (T.5N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado,
EXCEPT THOSE PARCELS DESCRIBED IN THE FOLLOWING DOCUMENTS:

Reception No. 20180039394
Book 712, Page 186

and being more particularly described by metes and bounds as follows:

COMMENCING at the Center Quarter corner of said Section 22 and assuming the North line of said NW1/4SE1/4 as bearing North 89°31'03" East, as monumented as shown on this plat, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 1320.19 feet, and with all bearing contained herein relative thereto;

THENCE North 89°31'03" East along said North line a distance of 75.00 feet to the East line of said Book 712, Page 186 and to the POINT OF BEGINNING;
THENCE North 89°31'03" East continuing along said North line a distance of 1245.19 feet to the Northeast corner of the NW1/4SE1/4;
THENCE South 00°33'46" East along the East line of the NW1/4SE1/4 a distance of 1311.33 feet to the Southeast corner of the NW1/4SE1/4;
THENCE South 89°29'02" West along the South line of the NW1/4SE1/4 a distance of 1038.10 feet;
Thence along the Westerly lines of said Reception No. 20180039395 the following three courses:
THENCE along the arc of a curve, non-tangent to the aforesaid line, concave to the Northeast a distance of 325.89 feet, having a Radius of 1255.00 feet, a Delta of 14°52'41" and is subtended by a Chord that bears North 34°24'06" West a distance of 324.97 feet;
THENCE South 63°02'02" West along a line non-tangent to the aforesaid curve a distance of 42.17 feet to the East line of Book 712, Page 186;
THENCE North 00°03'59" East along said East line a distance of 1061.12 feet to the POINT OF BEGINNING;

Said parcel contains 1,610,450 Square Feet or 36.971 Acres more or less by this survey.

OWNER: ENTITY

By:_____ As:_____

Witness my hand and seal this _____ day of _____, 20 ___.

NOTARIAL CERTIFICATE

STATE OF COLORADO)
ss
COUNTY OF LARIMER)
The foregoing instrument was acknowledged before me by _____ as _____ this _____ day of _____, 20___.
Witness my Hand and Official Seal.
My commission expires: _____.

LIENHOLDERS

By:_____ As:_____

Witness my hand and seal this _____ day of _____, 20 ___.

NOTARIAL CERTIFICATE

STATE OF COLORADO)
ss
COUNTY OF LARIMER)
The foregoing instrument was acknowledged before me by _____ as _____ this _____ day of _____, 20___.
Witness my Hand and Official Seal.
My commission expires: _____.

SURVEYOR'S CERTIFICATE

I, Steven Parks, a Colorado Licensed Professional Land Surveyor, do hereby state that this Annexation Map is an accurate representation of the property to the best of my knowledge, information, belief, and in my professional opinion. I further state that this certificate does not extend to any unnamed parties or the successors and/or assigns.

PRELIMINARY

Steven Parks - On Behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348

PLANNING AND ZONING APPROVAL

This Map to be known as NORTH RIDGE ANNEXATION was recommended to the Town Council for approval by action of the Planning and Zoning Commission of the Town of Johnstown, Colorado at the regular meeting held on the _____ day of _____, _____.

_____
Chair, Planning & Zoning Commission

TOWN COUNCIL APPROVAL

This Map to be known as NORTH RIDGE ANNEXATION is approved and accepted to the Town of Johnstown, Colorado by Ordinance Number _____, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Johnstown, Colorado held on the _____ day of _____, 20___.

_____ _____ Attest:_____
Mayor Town Clerk

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the North line of the Northwest Quarter of the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the 6th P.M., monumented as shown on this plat, as bearing North 89°31'03" East, a distance of 1320.19 feet and with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the " U.S. Survey Foot."

NOTICE

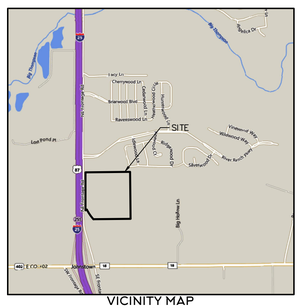
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)

TITLE COMMITMENT NOTE

For all information regarding easements, rights-of-way and title of records, Majestic Surveying, LLC relied upon Title Commitment Number 35100-19-11002, dated October 17, 2019, as prepared by North American Title Company of Colorado to delineate the aforesaid information. This survey does not constitute a title search by Majestic Surveying, LLC to determine ownership or easements of record.

ANNEXATION TABLE

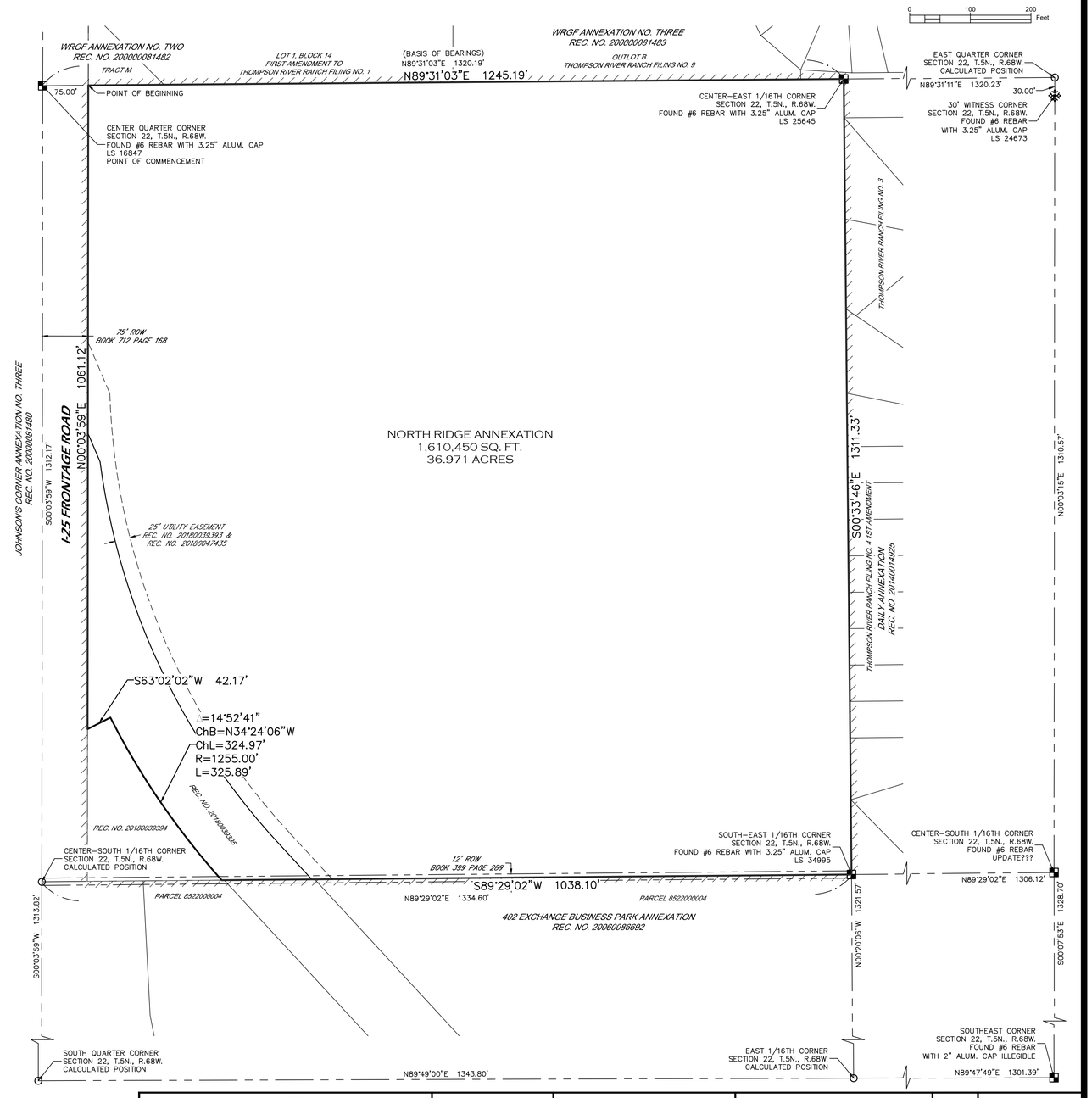
TOTAL BOUNDARY: 5,023 L.F.
CONTIGUOUS BOUNDARY: 4,656 L.F.
1/6 OF TOTAL BOUNDARY 837 L.F.
RATIO 1:1.08



VICINITY MAP
SCALE: 1" = 2000'

LEGEND

- BOUNDARY LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- SECTION LINE
- TOWN LIMITS
- ALIQUOT CORNER AS DESCRIBED
- WITNESS CORNER
- CALCULATED POSITION



MAJESTIC SURVEYING
MAJESTIC SURVEYING, LLC 1111 DIAMOND VALLEY DRIVE #104, WINDSOR, CO 80550

PROJECT NO: 2020124	PROJECT NAME: NORTH RIDGE	REVISIONS:	DATE:	1
DATE: 5-12-2020	CLIENT: JUB ENGINEERS			
DRAWN BY: SIP	FILE NAME: 2020124ANNEX			
CHECKED BY: SIP	SCALE: 1" = 100'			SHEET 1 OF 1

NORTH RIDGE ZONING MAP

TOWN OF JOHNSTOWN, COLORADO

Situate in the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the 6th P.M.

Town of Johnstown, County of Larimer, State of Colorado

36.971 acres

PROPERTY DESCRIPTION

The Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section Twenty-two (22), Township Five North (T.5N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado,
EXCEPT THOSE PARCELS DESCRIBED IN THE FOLLOWING DOCUMENTS:

Reception No. 20180039394
Book 712, Page 186

and being more particularly described by metes and bounds as follows:

COMMENCING at the Center Quarter corner of said Section 22 and assuming the North line of said NW1/4SE1/4 as bearing North 89°31'03" East, as monumented as shown on this plat, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 1320.19 feet, and with all bearing contained herein relative thereto;

THENCE North 89°31'03" East along said North line a distance of 75.00 feet to the East line of said Book 712, Page 186 and to the POINT OF BEGINNING;
THENCE North 89°31'03" East continuing along said North line a distance of 1245.19 feet to the Northeast corner of the NW1/4SE1/4;
THENCE South 00°33'46" East along the East line of the NW1/4SE1/4 a distance of 1311.33 feet to the Southeast corner of the NW1/4SE1/4;
THENCE South 89°29'02" West along the South line of the NW1/4SE1/4 a distance of 1038.10 feet;
Thence along the Westerly lines of said Reception No. 20180039395 the following three courses:
THENCE along the arc of a curve, non-tangent to the aforesaid line, concave to the Northeast a distance of 325.89 feet, having a Radius of 1255.00 feet, a Delta of 14°52'41" and is subtended by a Chord that bears North 34°24'06" West a distance of 324.97 feet;
THENCE South 63°02'02" West along a line non-tangent to the aforesaid curve a distance of 42.17 feet to the East line of Book 712, Page 186;
THENCE North 00°03'59" East along said East line a distance of 1061.12 feet to the POINT OF BEGINNING;

Said parcel contains 1,610,450 Square Feet or 36.971 Acres more or less by this survey.

OWNER: ENTITY

By:_____ As:_____

Witness my hand and seal this _____ day of _____, 20 ___.

NOTARIAL CERTIFICATE

STATE OF COLORADO)
ss
COUNTY OF LARIMER)
The foregoing instrument was acknowledged before me by _____ as _____this _____ day of _____, 20___.

Witness my Hand and Official Seal.

My commission expires: _____.

LIENHOLDERS

By:_____ As:_____

Witness my hand and seal this _____ day of _____, 20 ___.

NOTARIAL CERTIFICATE

STATE OF COLORADO)
ss
COUNTY OF LARIMER)
The foregoing instrument was acknowledged before me by _____ as _____this _____ day of _____, 20___.

Witness my Hand and Official Seal.

My commission expires: _____.

SURVEYOR'S CERTIFICATE

I, Steven Parks, a Colorado Licensed Professional Land Surveyor, do hereby state that this Zoning Map is an accurate representation of the property to the best of my knowledge, information, belief, and in my professional opinion. I further state that this certificate does not extend to any unnamed parties or the successors and/or assigns.

PRELIMINARY

Steven Parks - On Behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348

PLANNING AND ZONING APPROVAL

This Map to be known as NORTH RIDGE ZONING MAP was recommended to the Town Council for approval by action of the Planning and Zoning Commission of the Town of Johnstown, Colorado at the regular meeting held on the _____ day of _____, _____.

_____
Chair Planning & Zoning Commission

TOWN COUNCIL APPROVAL

This Map to be known as NORTH RIDGE ZONING MAP is approved and accepted to the Town of Johnstown, Colorado by Ordinance Number _____, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Johnstown, Colorado held on the _____ day of _____, 20___.

_____ _____ Attest:_____
Mayor Town Clerk

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the North line of the Northwest Quarter of the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the 6th P.M., monumented as shown on this plat, as bearing North 89°31'03" East, a distance of 1320.19 feet and with all other bearings contained herein relative thereto.

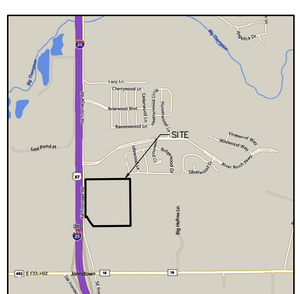
The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

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. (13-80-105 C.R.S. 2012)

TITLE COMMITMENT NOTE

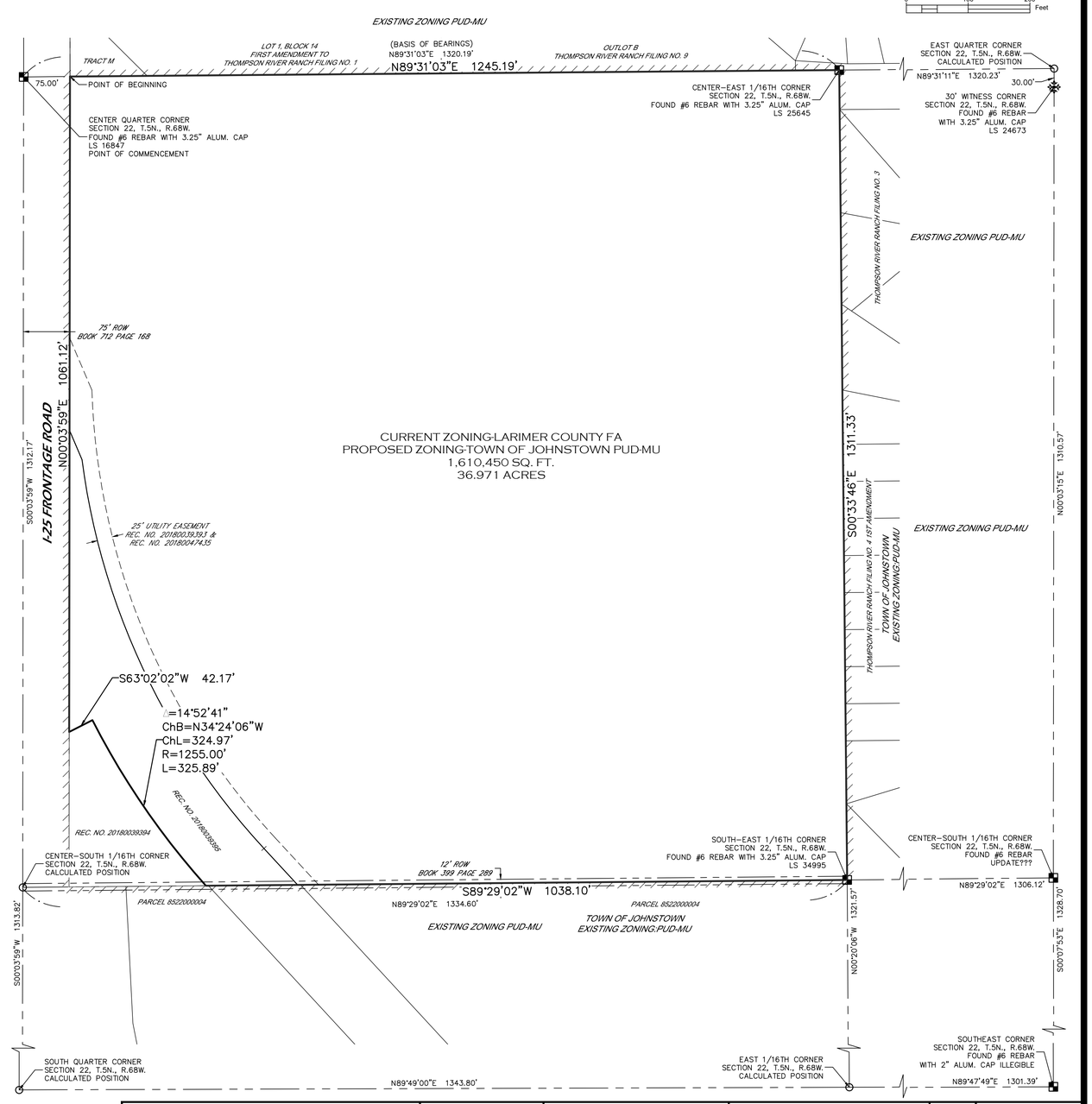
For all information regarding easements, rights-of-way and title of records, Majestic Surveying, LLC relied upon Title Commitment Number 35100-19-11002, dated October 17, 2019, as prepared by North American Title Company of Colorado to delineate the aforesaid information. This survey does not constitute a title search by Majestic Surveying, LLC to determine ownership or easements of record.



VICINITY MAP
SCALE: 1" = 2000'

LEGEND

- BOUNDARY LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- SECTION LINE
- TOWN LIMITS
- ALIQUOT CORNER AS DESCRIBED
- WITNESS CORNER
- CALCULATED POSITION



MAJESTIC SURVEYING
MAJESTIC SURVEYING, LLC 1111 DIAMOND VALLEY DRIVE #104, WINDSOR, CO 80550

PROJECT NO: 2020124	PROJECT NAME: NORTH RIDGE	REVISIONS:	DATE:
DATE: 5-12-2020	CLIENT: JUB ENGINEERS		
DRAWN BY: SIP	FILE NAME: 2020124ZONE		
CHECKED BY: SIP	SCALE: 1" = 100'		

1

SHEET 1 OF 1

PLANNING & ZONING COMMISSION
AGENDA MEMORANDUM

ITEM:	**5**
DESCRIPTION:	**Public Hearing for North Ridge Outline Development Plan** for approximately 60 acres of land
LOCATION:	Portion of Southeast ¼, Section 22, Township 5 North, Range 68 West
APPLICANT:	Ridge II ManageCo, LLC; Caliber Services, LLC; Caliber Companies, LLC; CaliberCos Inc.
STAFF:	Darryll Wolnik, Planner II
HEARING DATE:	June 9, 2021

BACKGROUND & SUMMARY

The Applicant, requests approval of an Outline Development Plan (ODP) that covers approximately 60 acres of land. The property is located in the Southeast ¼ of Section 22, Township 5 North, Range 68 West. More specicfally, it is located along the Frontage Road, North of County Road 18 / Freedom Pkwy. An additional agenda item – North Ridge Anneaxtion– considers the annexation and establishment of zoning that will apply.

The subject property is presently zoning FA – Farming in unincorporated Larimer County. It is bordered on all sides by incorporated areas of Johnstown, though there are portions of unincorporated Larimer County slightly beyond adjacent parcels. Zoning in all surrounding parcels is PUD-MU. There is land presently in unincorporated Larimer County just to the Southeast that is zoned FA.

Surrounding land uses are as follows. Thompson River Ranch, a single-family residential development, is adjacent to the North and East. I-25 and the Frontage Rd. run North-South on the West side of this property, with the Mountain View Farms PUD on the other side of I-25. That PUD is currently used for agricultural purposes. To the South is undeveloped land that is int he review process as part of The Ridge development. Properties to the Southeast, beyond The Ridge and Thompson River Ranch, are used for agricultural and large-lot residential purposes.

HISTORY

Historically, this property has been used for farming. There was a farmhouse and active farm on the property until 2018-2019, when the frontage road was re-routed. The farmhouse was demolished at that time to make way for the re-routed frontage road, which passed directly over the site of the former home. At some point, CDOT took part of the property for said roadway improvements and realignment, resulting in the current parcel.

Based on aerial imagery, it appears agricultural operations ceased between 2016 and 2018, and the fields were left unutilized.

ATTACHMENTS
1 - Vicinity Map
2 - Application
3 - ODP

NOTICE
Notice for the Planning & Zoning Commission hearing was published in the local paper of widest circulation, the Johnstown Breeze, on Thursday, July 13, 2021. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were mailed to all property owners within 500 feet of the property in question. This notice included a map of the proposed annexation and zoning.

On Monday, June 7, 2021, Town Council passed Resolution 2021-18, finding the proposed annexation in substantial compliance with Colorado Revised Statues and the Colorado Constitution. This resolution set the public hearing date for the proposed annexation as Wednesday, July 7, 2021. This ODP will be considered at that time as well.

Notice for the November 2nd Town Council hearing was published in the local newspaper of widest circulation, the Johnstown Breeze, beginning on Thursday, June 10, 2021. This notice provides the date, time, and location of the Town Council hearing, as well as a description of the project. This notice, along with a copy of Resolution 2021-18, is published in the Johnstown Breeze for four (4) consecutive weeks. Notices will be mailed to all property owners within 500 feet of the property in question, including a map of the proposed Annexation and ODP.

NEIGHBORHOOD MEETING
An online neighborhood meeting was held on Tuesday, September 27, 2021. Notice for said meeting was mailed to all property owners within 500 feet of the proposed annexation advertising the meeting time and place. Town Staff and the Applicants team were present and no resident attended.

ANALYSIS

Johnstown Comprehensive Plan Alignment
P.2-5: The intersection of County Road 18 and I-25 is projected as a "Gateway Center", meaning this is not only a major entryway in Town, but also a center of development. In addition, this area is "Commercial Mixed Use" and is at the crossroads of a major arterial, a minor arterial, and I-25. As such, the density and intensity of uses in this area is consistent with the land use map.

Goal CF-1: New development achieves the community's goals and is consistent with the Town's vision – Contiguous, compact pattern.
This proposal would create areas for medium-density housing. Additionally, it makes use of the "keyhole" property to its best and highest use. This land would otherwise be left undeveloped and vacant between the Frontage Road and I-25.

Goal CF-2: Beautiful Town gateways and entries at major intersections – gateways.
The proposed annexation and ODP sits at the intersection of County Road 18 and I-25, one of The Town's most important and visible gateways. Development as proposed at this intersection would increase visibility and draw people into Johnstown.

Goal CC-1: Walkable, mixed-use economic centers – Hierarchy of mixed-use centers.
Proposed ODP shows a mix of medium-density single-family housing and commercial uses.

Zoning & Development Standards
The current zoning for the property is FA – Farming in Larimer County. There are no conditional uses or uses by special review for the property.

The proposed ODP would allow for a mix of uses across the site, and is split into five planning areas. Planning Area A is located in the "keyhole" property, surrounded by I-25 ROW to the West, County Road 18 to the North, and the Frontage Rd. to the East and South. This planning area is 14.2 acres and allows for commercial uses. Lot coverage for this area is allowed up to 70%, due to its proximity to I-25, County Road 18, and the Frontage Rd., all of which are some type of arterial roadway. Planning Area A may have buildings of up to 130' in height, with the potential for up to 150' with a conditional use grant.

Planning Area B is a triangle-shaped parcel to the East of Planning Area A, bounded by County Road 18 and the Frontage Rd. It is 3.2 acres in size and allows for commercial uses. Uses may occupy up to 60% of the lot, and buildings may be up to 85' in high as-of-right, and up to 150' with a conditional use grant. Planning Area C is just to the south of Planning Area B, and is 7.1 acres in size. It has the same building height guidelines, but may only have 50% lot coverage. This is because of its adjacency to residential

uses, and the need to reduce the intensity of use the closer you get to single-family residential to the South and East.

At 12 acres, Planning Area D is Southwest of Planning Area C, East-adjacent to the Frontage Rd. Commercial uses, specifically office condos, will be allowed in this area. Because of its proximity to both existing and proposed single-family residential to the East, buildings may only be up to 50' in height, though the ability to go as high as 150' is available through a conditional use grant.

Planning Areas A thru D must all adhere to the same landscape and setback standards. While these will be further refined in eventual design guidelines, basic guidelines are provided within the ODP. Buildings must be 50' from I-25, 25' from County Road 18, and 20' from the Frontage Rd. Parking lots shall be at least 20' from the ROW line. All lots must provide at least 20% landscape area. While lot coverage allowances may seem significant, these landscape requirements, along with provision of necessary parking, will effectively limit the size of buildings and the resulting lot coverage. It is possible landscape guidelines could be met and Planning Area A could have 70% lot coverage, but this would require use of parking structures, which would be in line with the projected density and intensity of uses in this area.

Planning Area E is located on the Southeast portion of this proposed development. Directly adjacent to Thompson River Ranch, this 23.4-acre area shall be residential uses at a maximum of 10 dwelling units/acre. The provided guidelines are a minimum representation, and may be supplemented through expanded design guidelines. Minimum lot sizes shall be 1,400 square feet, with a maximum height of 35' Setbacks on the front are 15' to the home and 10' to the garage; side setbacks are 5', and rear setbacks are 5'.

The ODP also addresses the ability to transfer area and densities between planning areas, up to 30%, with maximum DU/Ac assigned to residential areas, as stated above.

Infrastructure

There is currently no Town water service to the property. Applicant proposes looping the existing water line in Thompson River Ranch through this property. It would then tie into the proposed water lines in the Ridge 3 development to the south.

Sanitary sewer for the site would be handled by the Low Point Waste Water Treatment Plant (WWTP). Connections for sanitary sewer will be made at two potential locations. One connection would be to the line in Thompson River Ranch, while the other would be on the Johnson's Corner interceptor along County Road 18. The exact routing is still under consideration, but construction of infrastructure and conveyance of wastewater is absolutely possible.

Major transportation infrastructure is already in place for this annexation and Outline Development Plan. The Frontage Road is slated as a minor arterial road in the Johnstown Master Transportation Plan. The required ROW has previously been dedicated, so there is no concern in that regard. Applicant will need to work with The Town and CDOT regarding access onto the Frontage Road. The Town will expect appropriate roadway improvements be completed at time of development.

Staff Concerns

Staff has no concerns which would preclude the proposed Outline Development Plan from being approved. However, staff has concerns that applicant should bear in mind when moving into development planning.

The ODP shows a significant number of conceptual access points. Some of these access points are too close to one another, while others may be too close to the roundabout at County Road 18. CDOT still controls the Frontage Road, and has ultimate say in whether or not to allow an access point. Staff would encourage the applicant to begin planning with CDOT for these intersections as soon as possible. In addition, there is a significant hill near the midpoint of the Frontage Road as it runs within this ODP. Applicant will have significant challenges as it relates to safe sight distances and clearances because of this hill.

Connectivity is another issue that the applicant should be prepared to deal with. Current conceptual renderings show road connection between Planning Area E and Thompson River Ranch Filing 9. This connection is very important to the overall connectivity of the area. Staff would suggest applicant find other ways to ensure Planning Areas B thru E are interconnected no just via car, but also for multimodal transportation, IE bicycle, walking. Care should also be given to how Planning Area A integrates in this regard, as its disconnected nature has the potential to create a sort of outlier. Appropriate pedestrian connections are imperative, as this could save car trips if residents from Thompson River Ranch or the future Ridge development to the south can walk or bike safely and efficiently.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

<u>Item #4 Zoning: North Ridge ODP</u>

It is recommended that Planning and Zoning Commission send a positive recommendation to Town Council that the North Ridge ODP be approved based upon the following findings:

1. The proposed ODP is consistent with the Town of Johnstown Comprehensive Plan.

2. The proposed ODP and accompanying uses are the best use for the area, namely commercial uses at the major intersections.

Motion
Based on the application received, associated submittal materials, and the preceding analysis, the Planning & Zoning Commission finds that the request for PUD-MU zoning for the North Ridge ODP furthers the *Johnstown Area Comprehensive Plan* goals, and is compatible with all other applicable Town standards and regulations, and therefore moves to recommend to the Town Council approval of the request for PUD-MU zoning for the North Ridge ODP based upon the 2 findings as stated in the staff report.

Alternate Motion

Motion to Deny: "I move that the Commission recommend to the Town Council denial of the request for PUD-MU zoning for the North Ridge ODP based upon the following…"

Planner:

Darryll Wolnik

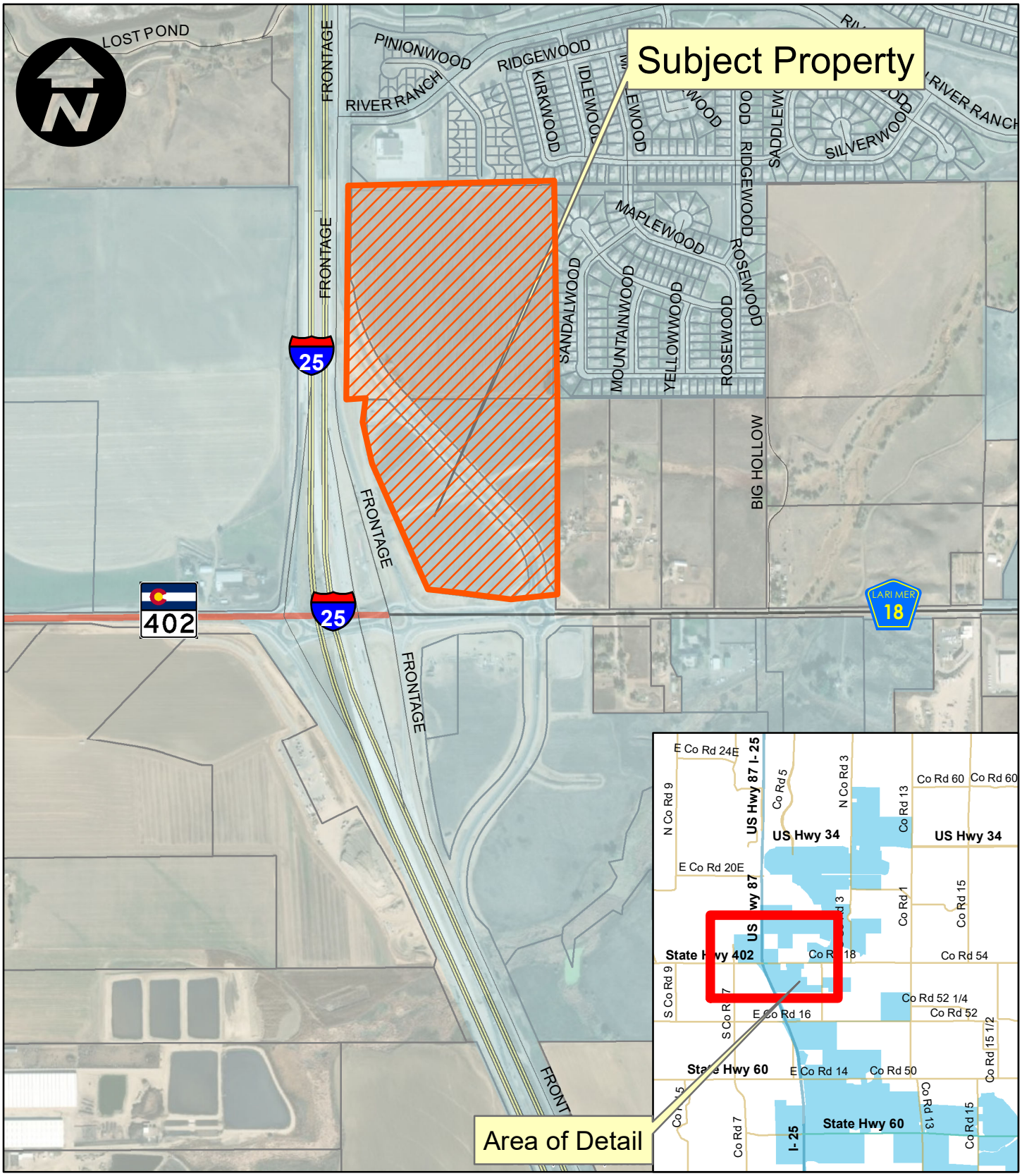
Planner II

Reviewed by:

Kim Meyer

Planning & Development Director

File Name: S:\PLANNING\2020 Land Use Projects\ANX20-004 North Ridge Annexation\PZC North Ridge ODP Staff Report 06 09 21.docx



Town of Johnstown

ANX20-0004
North Ridge Annexation & ODP
Portion of Sec 22, T5N R68W

750 1,500 3,000 Feet

Town of Johnstown

LAND USE APPLICATION

Project Name: North Ridge

Description: Mixed Use Planned Unit Development

Land Use: □ Site Development Plan □ Use by Special Review □ Conditional Use Grant ✔ Annexation

Subdivision: □ Replat/Minor □ Preliminary □ Final □ Combined Prelim/Final

PUD: □ Outline/ODP □ Prelim/PDP □ Final/FDP

Zoning: □ Establish Zoning □ Rezone

Wireless: □ Small Cell □ EFR □ Alt. Tower □ Base Station □ Tower/Other

Other: □ Downtown Façade Grant

Site Address or Parcel #s: 1016 SE Frontage Road, Johnstown, CO 80304 Assessor Parcel No. 85220-00-005

Applicant/Project Owner: Ridge II HoldCo, LLC, a Delaware Limited Liability Company

Applicant Address: 8901 E Mountain View Rd, Suite 150 Scottsdale, AZ 85258

Email: Roy.Bade@caliberco.com Telephone: 480-214-1901

Consultant /Representative: Mark F. Hunter, Esq. Hunter & Goodhue, PLLC

Consultant Address: 4845 Pearl East Circle, Suite 101 Boulder, CO 80301

Email: mark@huntgoodlaw.com Telephone: 303-444-2800

Landowner Authorization to Proceed with Land Use Action: (Required)

The undersigned (1) affirms ownership or authorized representation thereof of the subject property, and (2) hereby authorizes the individuals or entities listed herein as "applicant" and/or "authorized representative" to represent me/us in all aspects of the land use process for the project being submitted with this application. ✔ Please keep me informed of the status and progress of this project via email at the address below. □ I do NOT want to be updated on this project. (To modify this request, contact Planning@TownofJohnstown.com)

Landowner(s): Ridge II HoldCo, LLC, a Delaware Limited Liability Company

Email: Roy.Bade@caliberco.com Courtney.Bring@Caliberco.com Telephone: 480-214-1901

SEE ATTACHED SIGNATURE PAGE

Ridge II HoldCo, LLC, a Delaware limited liability company

By: Ridge II ManageCo, LLC, a Delaware limited liability company

Its: Manager

By: Caliber Services, LLC, an Arizona limited liability company

Its: Manager

By: Caliber Companies, LLC, an Arizona limited liability company

Its: Managing Member

By: CaliberCos Inc., a Delaware corporation

Its: Manager

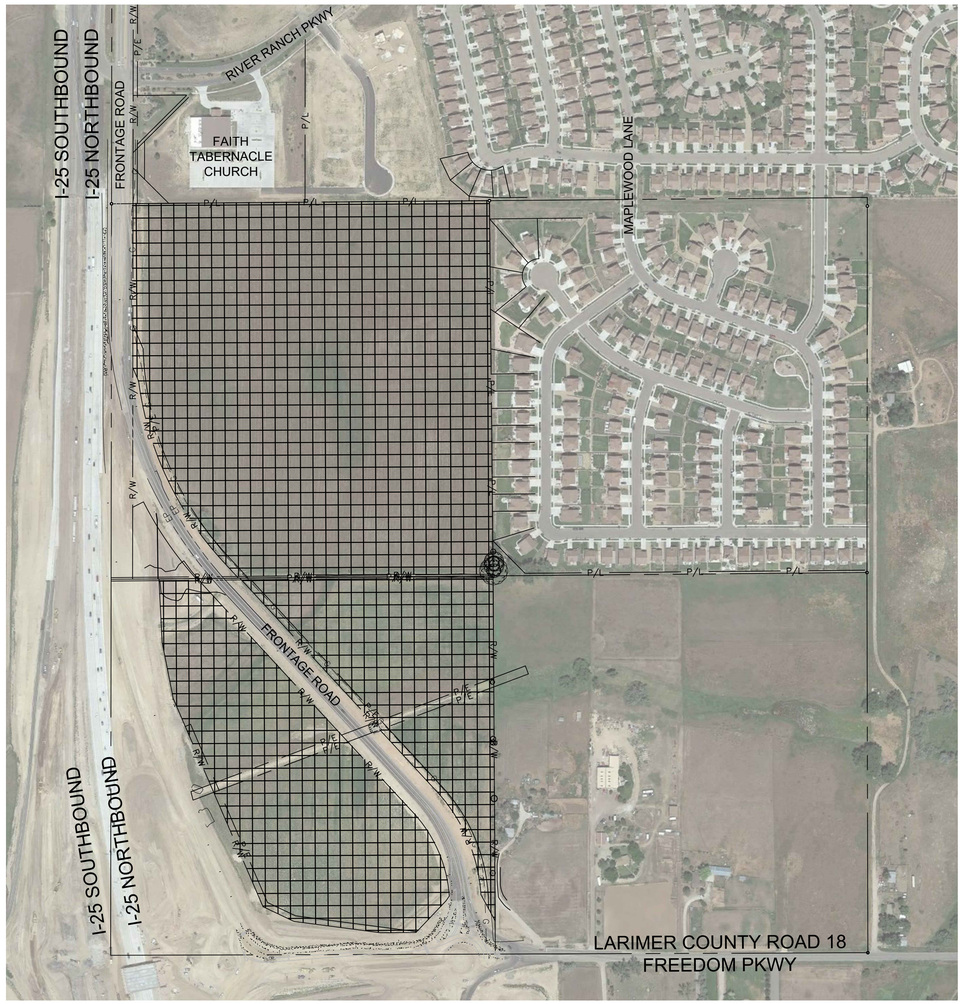
By: _____

Name: Jennifer Schrader

Its: President

OUTLINE DEVELOPMENT PLAN
NORTH RIDGE

LOCATED ON THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, AND STATE OF COLORADO



EXISTING ZONING

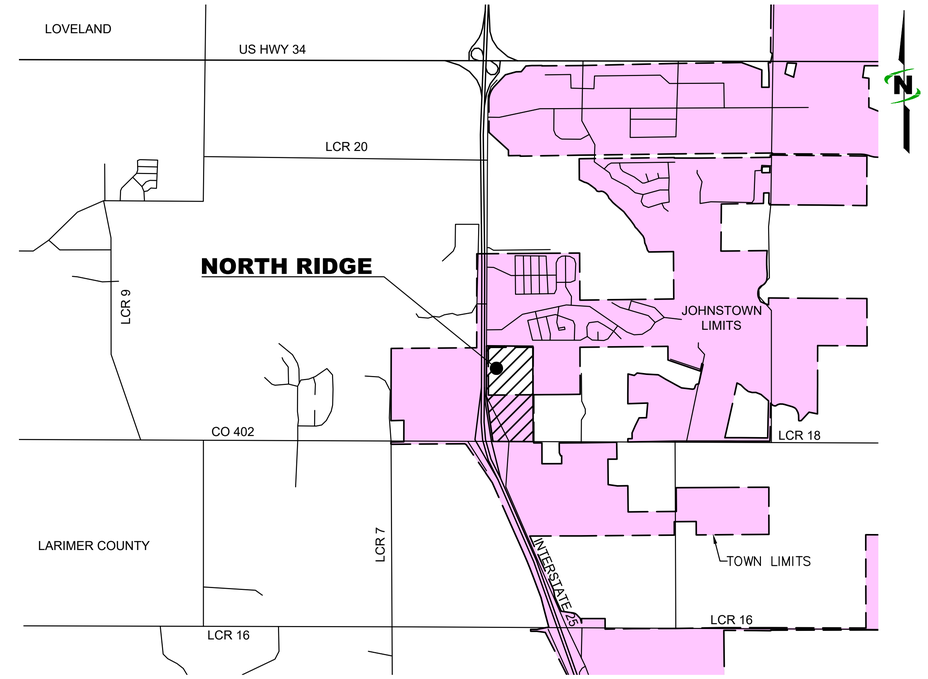
SCALE: 1" = 250'

GENERAL NOTES:

1. ACCESS POINTS SHOWN ON THIS ODP ARE APPROXIMATE. EXACT LOCATIONS TO BE DETERMINED DURING THE PRELIMINARY AND FINAL PLATTING PROCESS BASED ON THE FINAL TRAFFIC IMPACT STUDY.
2. LOCAL AND COLLECTOR STREETS MAY CHANGE LOCATION, SIZE AND CONFIGURATION AT THE TIME OF FINAL PLATTING. LOCAL AND COLLECTOR STREETS WILL CONFORM TO THE TOWN OF JOHNSTOWN STREET STANDARDS.
3. ALL DENSITIES AND UNIT COUNTS ARE PROJECTIONS, FINAL DENSITIES TO BE DETERMINED AT TIME OF PLATTING. DENSITY OF ANY GIVEN PHASE WILL NOT EXCEED 10 DU/AC. ACTUAL NUMBER OF UNITS WILL BE DETERMINED AT TIME OF RESIDENTIAL PARCEL PLATTING.
4. AREA OF DEVELOPMENT PARCELS SHOWN ARE APPROXIMATE AND MAY VARY. EXACT LOT SIZES WILL BE DETERMINED WITH EACH PRELIMINARY AND FINAL SUBDIVISION SUBMITTAL.
5. FINAL CONFIGURATION OF PARCELS, OPEN SPACE AREA, AND STREETS MAY VARY FROM THAT SHOWN.
6. WHERE A PROPOSED USE IS NOT LISTED IN THE ODP, IT MAY BE ALLOWED IF DETERMINED BY THE TOWN OF JOHNSTOWN TO BE SIMILAR IN CHARACTER AND OPERATION, AND HAVING THE SAME OR LESSER IMPACT AS USES THAT ARE ALLOWED.
7. ALL DRAINAGE ELEMENTS ARE CONCEPTUAL IN NATURE AND FINAL DETERMINATIONS OF THE DRAINAGE SYSTEM, TO INCLUDE THE PLACEMENT OF DETENTION/RETENTION PONDS, CHANNELS, AND STORM SEWER, WILL BE MADE DURING THE PRELIMINARY AND FINAL DRAINAGE REPORTS AND DURING THE PRELIMINARY DEVELOPMENT PLAN PROCESS AS PART OF THE FINAL SUBDIVISION PLATTING.
8. LANDSCAPING, SIGNING, ARCHITECTURE, NON-RESIDENTIAL PARKING, FENCING, AND LIGHTING FOR DEVELOPMENT WITH THIS PUD WILL EITHER FOLLOW THOSE APPLICABLE STANDARDS IN THE TOWN OF JOHNSTOWN MUNICIPAL CODE OR THE DEVELOPER MAY FORMULATE A DESIGN STANDARDS REGULATING THE DESIGN, CHARACTER, LOCATION, AND OTHER DETAILS OF THESE ELEMENTS PRIOR TO THEIR IMPLEMENTATION. THE DEVELOPER FORMULATED DESIGN STANDARDS MUST RECEIVE APPROVAL BY THE PLANNING AND DEVELOPMENT DIRECTOR PRIOR TO IMPLEMENTATION.

DEVELOPMENT PHASING:

IT IS ANTICIPATED THAT NORTH RIDGE WILL DEVELOP SOUTH TO NORTH, COMMENCING ON THE 402, LLC PARCEL WITH ANTICIPATED LOT DELIVERIES IN 2021 AND BUILD-OUT BY 2022 OR EARLY 2023. CURRENT CONCEPT PLANS FOR COMMERCIAL, INCLUDE CONVENIENCE STORE WITH GAS, RETAIL SHOPS, OFFICE CONDOMINIUMS, AND A POTENTIAL HOTEL ALONG THE I-25 CORRIDOR. GARAGE CONDOMINIUMS WERE CONSIDERED IN CONCEPT DRAWINGS, BUT HAVE BEEN REJECTED IN FAVOR OF OTHER COMMERCIAL USES TO BE DETERMINED BY MARKET DEMAND. CURRENT CONCEPT PLANS FOR RESIDENTIAL INCLUDE 23.5 ACRES OF SINGLE FAMILY SMALL FOOT-PRINT (1,100 -1,700 SQ. FT.) HOMES. INTEREST ON THE RESIDENTIAL COMPONENT IS BY A SINGLE DEVELOPER WHO HAS SUCCESSFULLY DEVELOPED OTHER PROJECTS WITHIN THE TOWN.



VICINITY MAP

SCALE: 1" = 2000'

NARRATIVE:

THE INTENT OF THIS OUTLINE DEVELOPMENT PLAN (ODP) IS TO PROVIDE THE FRAMEWORK FOR THE NORTH RIDGE JOHNSTOWN DEVELOPMENT. NORTH RIDGE JOHNSTOWN IS A CONTINUATION OF THE RIDGE AT JOHNSTOWN DEVELOPMENT, ALL OF WHICH WILL BRING NEEDED INFRASTRUCTURE, SERVICES, AMENITIES, AND TAX REVENUE TO THE TOWN.

THE ANNEXATION OF THE BATH PARCEL WILL COMPLETE NORTH RIDGE AND COMPLEMENT THE RIDGE DEVELOPMENT BRIDGING THE TWO PROJECTS TOGETHER THROUGH INTEGRATED CONCEPT DESIGN AND UNIFORM DEVELOPMENT STANDARDS. THE BATH PARCEL IS CONTIGUOUS TO AN EXISTING ANNEXED PARCEL IN THE TOWN ALLOWING INFRASTRUCTURE TO BE BROUGHT TO NORTH RIDGE FROM EITHER OR BOTH THE SOUTH AND THE NORTH IN COORDINATION WITH DEVELOPED PROJECTS. THE TOWN WILL BENEFIT FROM REVENUES GENERATED BY NEW BUSINESS, AND INCREASED EXPOSURE AND VISIBILITY ALONG I-25. THE COMMUNITY WILL HAVE ADDITIONAL COMMERCIAL RESOURCES NEEDED FOR A GROWING JOHNSTOWN.

APPROVALS:

RIDGE II HOLDCO, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER(S) OF THE PROPERTY LOCATED IN THE TOWN OF JOHNSTOWN, COUNTY OF LARIMER, AND STATE OF COLORADO, DO HEREBY SUBMIT THIS OUTLINE DEVELOPMENT PLAN AND AGREE TO PERFORM UNDER THE TERMS NOTED HEREIN.

BY: _____

NAME: _____

TITLE: _____

PLANNING AND ZONING COMMISSION

THIS OUTLINE DEVELOPMENT PLAN, TO BE KNOWN AS _____, WAS APPROVED BY ACTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF JOHNSTOWN, COLORADO AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, _____.

CHAIR, PLANNING & ZONING COMMISSION: _____ DATE: _____

TOWN COUNCIL

THIS OUTLINE DEVELOPMENT PLAN, TO BE KNOWN AS _____, IS APPROVED AND ACCPTED BY THE TOWN OF JOHNSTOWN, BY ORDINANCE NUMBER _____, PADDED AND ADOPTED ON FINAL READING AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, HELD ON THE _____ DAY OF _____, _____.

BY: _____
MAYOR

ATTEST: _____
TOWN CLERK

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
4745 Boardwalk Drive
Building D, Suite 200
Fort Collins, CO 80525
Phone: 970.377.3602
www.jub.com

PRELIMINARY EXHIBIT

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENTS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

REVISION			
NO.	DESCRIPTION	BY	DATE

NORTH RIDGE DEVELOPEMNT
JOHNSTOWN

OUTLINE DEVELOPMENT PLAN COVER

FILE : 87-20-003_ODPCOVER
JUB PROJ. # : 87-20-003
DRAWN BY: ALM
DESIGN BY: ALM
CHECKED BY: ###
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 4/1/2021

SHEET NUMBER:
ODP-01

Plot Date:4/1/2021 1:49 PM Plotted By: Dorivon Wood
Date Created:4/1/2021 \\JUB.COM\CENTRAL\CLIENTS\CO\CALIBER\DEVELOPMENT\PROJECTS\87-20-003_NORTHRIDGE\DESIGN\CAD\EXHIBITS\ODP\87-20-003_ODPCOVER.DWG

OUTLINE DEVELOPMENT PLAN
NORTH RIDGE

LOCATED ON THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, AND STATE OF COLORADO

LEGEND	
	POTENTIAL FUTURE ACCESSES
	DEVELOPMENT PARCEL BOUNDARY (FOR GRAPHICAL PURPOSES ONLY
P/L	PROPERTY BOUNDARY
R/W	RIGHT OF WAY
	JOHNSTOWN TOWN LIMITS

NOTES:
1. ADDITIONAL DESIGN REQUIREMENTS FOR COMMERCIAL DEVELOPMENT PER THE DESIGN GUIDELINES.
2. THE PLANNING DIRECTOR MAY APPROVE ADJUSTMENTS TO COMMERCIAL SETBACKS THAT MAY BE NECESSARY DUE TO PARCEL SIZE, CONFIGURATION, OR OTHER CONSTRAINT.

PLANNING AREA BOUNDARIES:

PLANNING AREA ACREAGE AND BOUNDARIES ARE PRELIMINARY AND SUBJECT TO CHANGE WITH DETAILED PLANNING. PLANNING ACREAGE MAY CHANGE UP TO 30% WITHOUT A MAJOR AMENDMENT TO THIS PUD DOCUMENT.

PLANNING AREA INDEX:

PLANNING AREA (PA)	APPROX. ACREAGE	ANTICIPATED USES	LOT COVERAGE
PA–A	±14.2	COMMERCIAL	70%
PA–B	±3.2	COMMERCIAL	60%
PA–C	±7.1	COMMERCIAL	50%
PA–D	±11.4	COMMERCIAL	50%
PA–E	±23.4	RESIDENTIAL	–

DENSITY:

ANTICIPATED RESIDENTIAL DENSITIES ARE SPECIFIED WITHIN EACH PARCEL. THE FINAL DENSITY SHALL BE DETERMINED AT THE TIME OF PLATTING. NO MINIMUM DENSITIES ARE REQUIRED FOR RESIDENTIAL PLANNING AREAS.

LAND USE SUMMARY:

LAND USE	ACRES	PERCENTAGE (NEAREST 1%)
COMMERCIAL	36.5	60
RESIDENTIAL	16.4	30
OPEN SPACE	7.1	10
TOTAL	60.0	100

DEVELOPMENT STANDARDS: COMMERCIAL

MAXIMUM HEIGHT	A: 130' B & C: 85' D: 50' ALL AREAS UP TO 150' W/ CONDITIONAL USE GRANT
LANDSCAPE REQUIREMENT	20% LANDSCAPING
BUILDING SETBACK FROM HIGHWAY	50'
BUILDING SETBACK FROM ARTERIAL	25'
BUILDING SETBACK FROM FRONTAGE ROAD	20'
PARKING SETBACK FROM ROW	20'

DEVELOPMENT STANDARDS: RESIDENTIAL

	SINGLE FAMILY DETACHED
MINIMUM LOT SIZE	1,400 SF
MAXIMUM HEIGHT	35'
FRONT SETBACK TO BUILDING	15' MIN.
FRONT SETBACK TO GARAGE	10' MIN.
FRONT SETBACK TO SIDE LOADED GARAGE	10' MIN.
SIDE YARD SETBACK	5' MIN.
REAR YARD SETBACK (FRONT LOADED)	5' MIN.
REAR YARD SETBACK (ALLEY LOADED)	5' MIN.
SIDE (CORNER) SETBACK	15' MIN.
BUILDING SEPARATION	PER FIRE CODE

NOTES:
1. ADDITIONAL DESIGN REQUIREMENTS FOR RESIDENTIAL DEVELOPMENT PER THE DESIGN GUIDELINES.
2. THE PLANNING DIRECTOR MAY APPROVE ADJUSTMENTS TO RESIDENTIAL SETBACKS THAT MAY BE NECESSARY DUE TO PARCEL SIZE, CONFIGURATION, OR OTHER CONSTRAINT.

OPEN SPACE, PARKS, & WALKS/TRAILS:

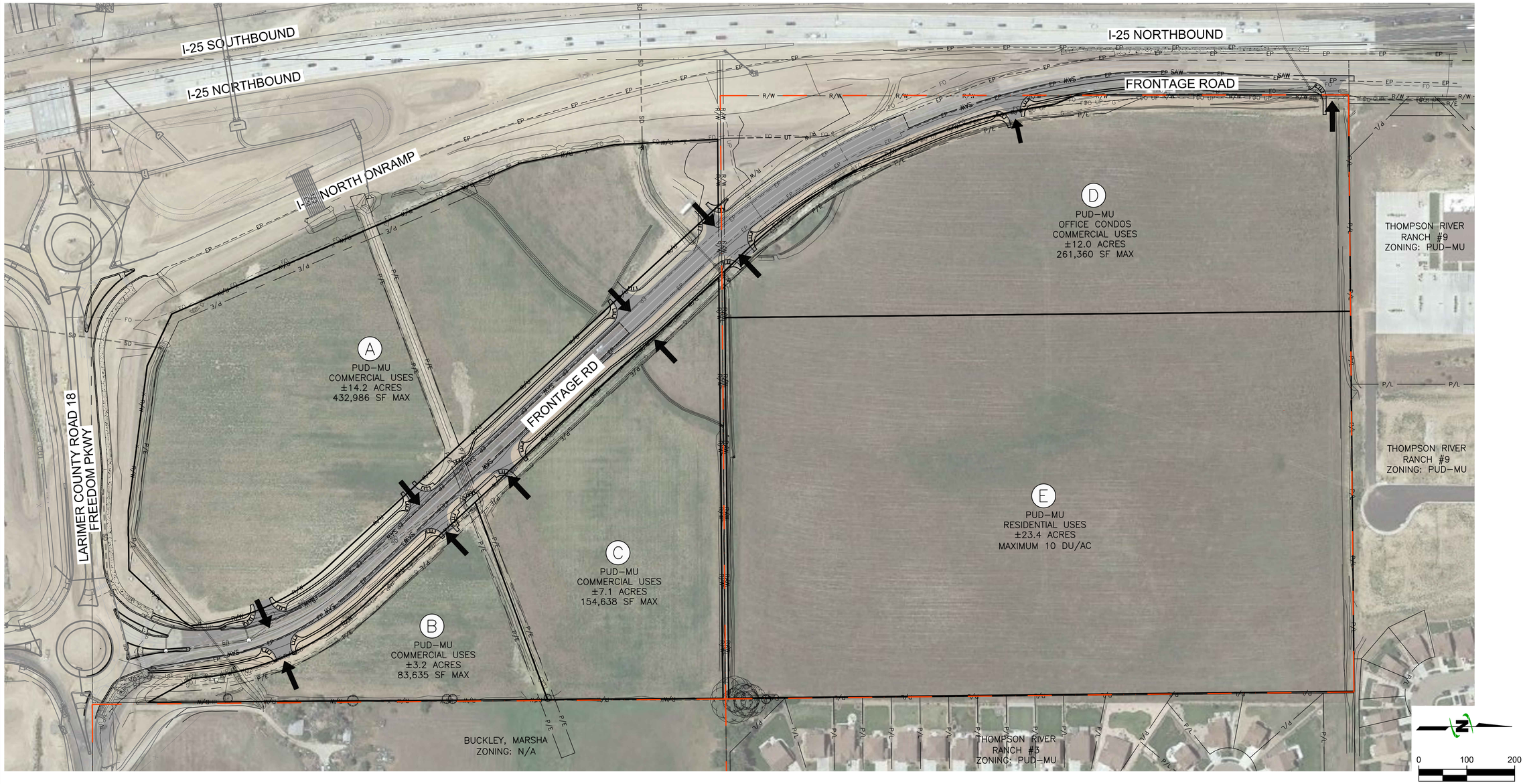
OPEN SPACE:
1. 30% OF RESIDENTIAL ACREAGE IS REQUIRED TO BE OPEN SPACE.
2. PARK SPACE WILL BE COUNTED TOWARDS OPEN SPACE REQUIREMENTS.
3. OPEN SPACE INCLUDES STREETSCAPES OUTSIDE OF ROW, HARDSCAPES, PLAZAS, FOUNTAIN ARES, PONDS, AND AREAS SUCH AS SIDEWALKS WITH BENCH SEATING.
4. SIDEWALKS ARE REQUIRED TO BE 10' WIDE AND 6" DEEP REINFORCED CONCRETE ALONG ARTERIAL STREETS. DETACHED AND MEANDERING SIDEWALKS PROPOSED AS FEASIBLE.

PARKS AND RECREATION:
1. 10% OF RESIDENTIAL ACREAGE IS REQUIRED TO BE DESIGNATED AS LAND USE FOR PARKS AND RECREATION.
2. PARKS MAY BE PRIVATELY OR PUBLICLY OWNED, TO BE DETERMINED AT THE TIME OF FINAL PLAT.
3. ALL PARKS, NO MATTER IF OWNERSHIP IS PUBLIC OR PRIVATELY HELD, WILL BE ACCESSIBLE TO THE GENERAL PUBLIC, REGARDLESS OF RESIDENCY STATUS.

PARCEL DESIGN INTENT:

PARCEL A, B, C, AND D:
THE DESIGN INTENT FOR THE PLANNING AREAS A, B, C, AND D IS TO ALLOW FOR A WIDE RANGE OF COMMERCIAL DEVELOPMENT USES, WHICH COULD INCLUDE VARIOUS OFFICE, RETAIL, PRIVATE GARAGE CONDOMINIUMS, HOTEL DEVELOPMENT OR SIMILAR USES.

PARCEL E:
THE DESIGN INTENT FOR PLANNING AREA E IS TO ALLOW FOR RESIDENTIAL DEVELOPMENT. RESIDENTIAL DEVELOPMENT COULD INCLUDE SINGLE–FAMILY, MULTI–FAMILY USES SUCH AS CONDOMINIUMS OR APARTMENTS, OR MIXED USE DEVELOPMENT.



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PRELIMINARY EXHIBIT

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NO.	DESCRIPTION	BY	APPR.	DATE

REVISION

NORTH RIDGE DEVELOPEMNT
JOHNSTOWN

NORTH RIDGE OUTLINE DEVELOPMENT PLAN

FILE : 87-20-003_ODP
JUB PROJ. # : 87-20-003
DRAWN BY: ALM
DESIGN BY: ALM
CHECKED BY: ###
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 4/1/2021

SHEET NUMBER:
ODP-02

Plot Date:4/1/2021 1:49 PM Plotted By: Donivon Wood
Date Created:4/1/2021 \\JUB.COM\CENTRAL\CLIENTS\CO\CALIBER\DEVELOPMENT\PROJECTS\87-20-003_NORTHRIDGE\DESIGN\CAD\EXHIBITS\ODP\87-20-003_ODP.DWG

OUTLINE DEVELOPMENT PLAN
NORTH RIDGE

LOCATED ON THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, AND STATE OF COLORADO

LEGEND:

- 4900 — EXISTING MAJOR CONTOUR
- 4902 — EXISTING MINOR CONTOUR
- SD — EXISTING STORM PIPE
- BASIN BOUNDARY: ONSITE
- BASIN BOUNDARY: OFFSITE
- BASIN BOUNDARY: PROPERTY LINE
- BASIN BOUNDARY: FUTURE ONSITE
- H-1 — BASIN ID, C–MINOR AREA, C–MAJOR
- 3 — DESIGN POINT
- DIRECT FLOW ARROW
- OVERLAND FLOW ARROW

BASIN DESIGN DATA:

Basin	Total Area	Composite	Composite	Q2	Q100
	acres	"C2"	"C100"	cfs	cfs
P1-N	9.84	0.64	0.79	13.93	49.36
P-1S	11.77	0.64	0.79	14.93	48.00
P-2S	4.15	0.77	0.87	23.35	75.32
P-2N	7.86	0.77	0.87	14.93	48.00
P-3	12.84	0.76	0.86	23.35	75.32
P-4	23.48	0.64	0.80	31.67	112.01
Total:	69.94				
Combined Basins to Design Point (DP)					
P2	33.62	0.73	0.82	89.50	173.28
P2 is combined basins P1-N, P1-S, P2-N and P2-S.					

BASIN OUTPUT DATA:

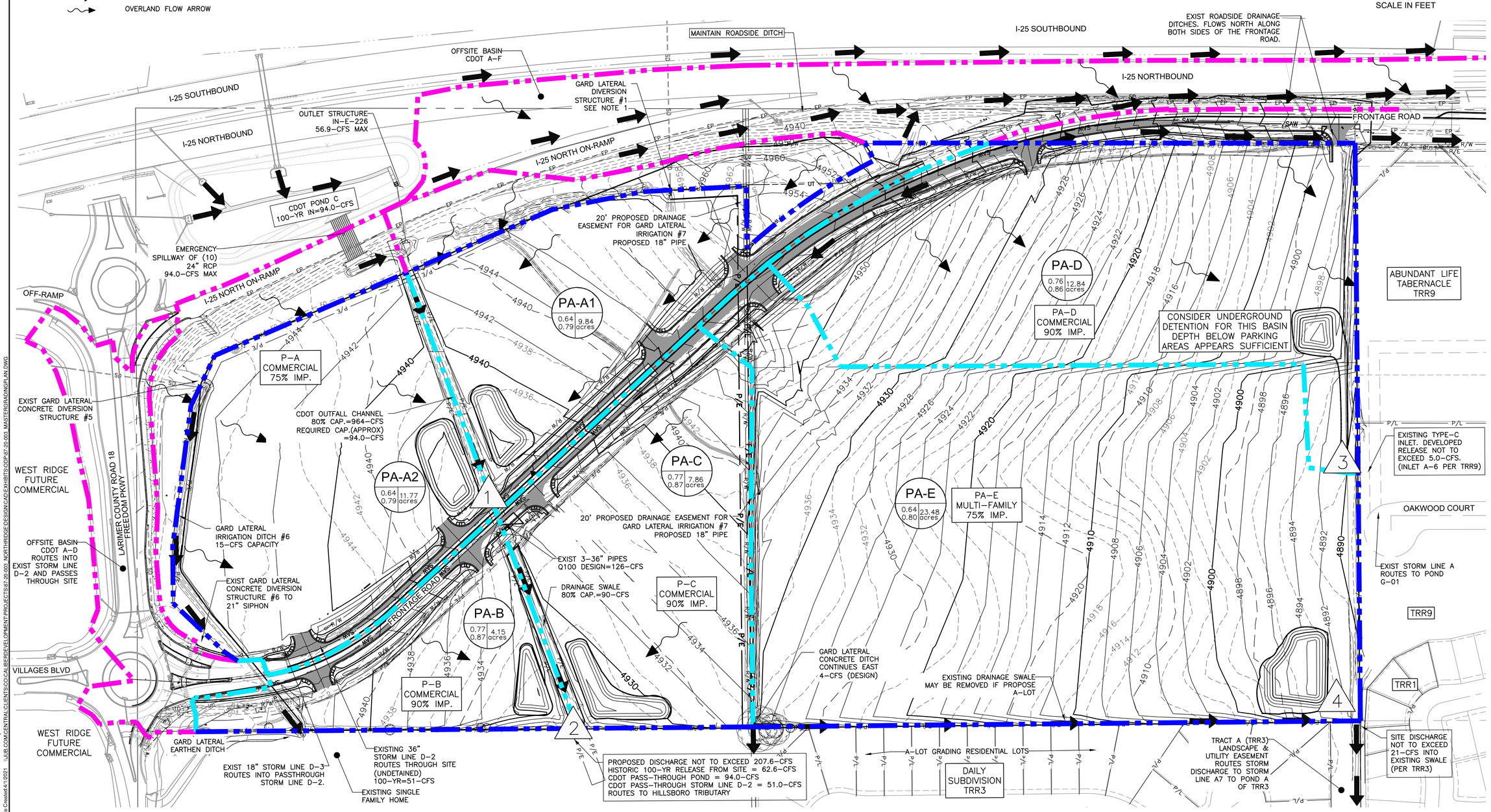
PROPOSED PONDS	100-YR RELEASE RATE (cfs)	WQCV (acre-ft)	100-YR VOLUME (acre-ft)	TOTAL VOLUME (acre-ft)	APPROX SURFACE AREA (area)
P1-N	9.84	0.64	0.79	13.93	49.36
P-1S	11.77	0.64	0.79	14.93	48.00
P-2S	4.15	0.77	0.87	23.35	75.32
P-2N	7.86	0.77	0.87	14.93	48.00
P-3	12.84	0.76	0.86	23.35	75.32
P-4	23.48	0.64	0.80	31.67	112.01

NOTES:
FOR 100-YEAR STORM ANALYSIS; ASSUME IRRIGATION DITCHES ARE FULL. ASSUME STORM WATER WILL OVERTOP EXISTING IRRIGATION EARTHEN DITCHES.

TRR – THOMPSON RIVER RANCH
CDOT – COLORADO DEPARTMENT OF TRANSPORTATION

PROPOSED POND SIZING IS APPROXIMATE USING RATIONAL FAA PROCEDURE BASED ON SITE CONDITIONS AND ASSUMPTIONS SHOWN ON THIS EXHIBIT AND 2-FEET OF FREEBOARD. FINAL POND SIZING SHALL BE UPDATED AS SITE DEVELOPMENTS ARE FINALIZED.

TYPE B SOIL TYPE.



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NOT FOR CONSTRUCTION

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NO.	DESCRIPTION	BY	APPR	DATE
	REVISION			

NORTH RIDGE DEVELOPEMNT
JOHNSTOWN

NORTH RIDGE MASTER GRADING AND DRAINAGE PLAN

FILE : 87-20-003_MASTERGRADINGPLAN
JUB PROJ. # : 87-20-003
DRAWN BY: ALM
DESIGN BY: ALM
CHECKED BY: ###
ONE INCH
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LAST UPDATED: 4/1/2021

SHEET NUMBER:
ODP-03

Plot Date:4/1/2021 1:49 PM Plotted By: Donivon Wood
Date Created:4/1/2021 \\JUB.COM\CENTRAL\CLIENTS\CO\CALBERD\DEVELOPMENT\PROJECTS\87-20-003_NORTHRIDGE\DESIGN\CAD\EXHIBITS\ODP\87-20-003_MASTERGRADINGPLAN.DWG

OUTLINE DEVELOPMENT PLAN
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LEGEND	
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P/L	PROPERTY BOUNDARY
R/W	RIGHT OF WAY
	JOHNSTOWN TOWN LIMITS
W	DOMESTIC WATER
SS	SANITARY SEWER

ESTIMATED WASTEWATER FLOW:

PLANNING AREA (PA)	ANTICIPATED USES	DENSITY (MAX.)	APPROX. ACREAGE	AVERAGE FLOW (gpd)	PEAK FLOW (gpd)
PA–A	COMMERCIAL	6 UNITS/ACRE	±14.2	22,010	44,020
PA–B	COMMERCIAL	6 UNITS/ACRE	±3.2	4,960	9,920
PA–C	COMMERCIAL	6 UNITS/ACRE	±7.1	11,005	22,010
PA–D	COMMERCIAL	6 UNITS/ACRE	±12.0	18,600	37,200
PA–E	RESIDENTIAL	15 UNITS/ACRE	±23.4	77,220	282,057

WASTEWATER CALCULATIONS AND ASSUMPTIONS:

RESIDENTIAL AVERAGE DAILY FLOW (ADF) = 220 GPD/SFE*

*INCLUDES ALLOWANCE FOR I/I

COMERCIAL AVERAGE FLOW = 1,550 GPD/ACRE

COMMERCIAL PEAKING FACTOR = 2

RESIDENTIAL PEAKING FACTOR = $2.6 * Q_A^{-0.16}$

Q_A = AVERAGE FLOW IN CFS

ESTIMATED WATER DEMAND:

PLANNING AREA (PA)	ANTICIPATED USES	DENSITY (MAX.)	APPROX. ACREAGE	AVERAGE FLOW (gpm)	MAX DAY DEMAND + FIRE FLOW (gpm)	PEAK FLOW (gpm)
PA–A	COMMERCIAL	6 UNITS/ACRE	±14.2	16.8	3025	37.8
PA–B	COMMERCIAL	6 UNITS/ACRE	±3.2	3.8	3,006	8.6
PA–C	COMMERCIAL	6 UNITS/ACRE	±7.1	8.4	3,013	18.9
PA–D	COMMERCIAL	6 UNITS/ACRE	±12.0	14.2	3,021	32.0
PA–E	RESIDENTIAL	15 UNITS/ACRE	±23.4	109.7	3,219	329.1

WATER CALCULATIONS AND ASSUMPTIONS:

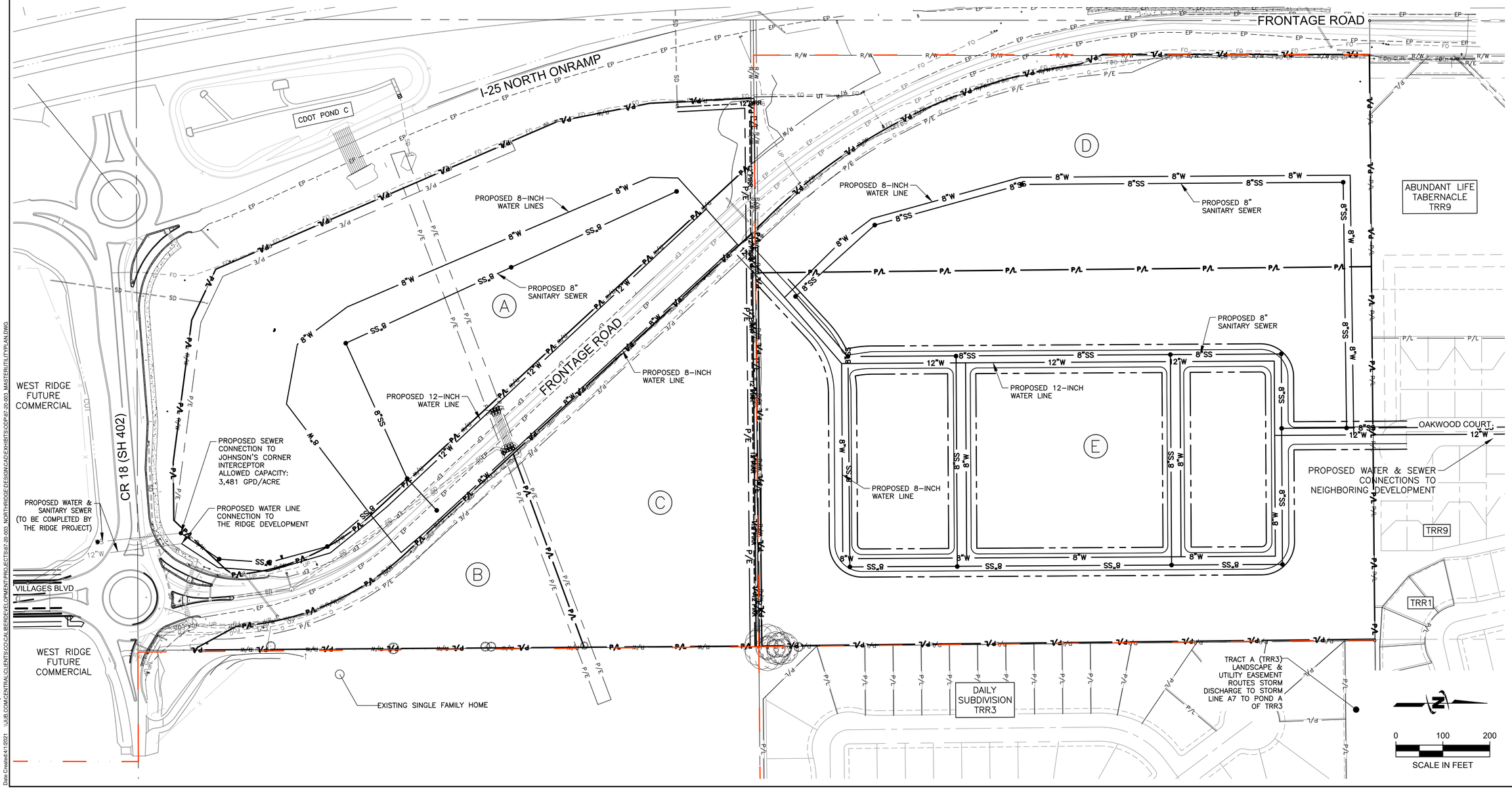
RESIDENTIAL AVERAGE DAY FLOW (ADF) = 150 GPCD (450 GPD/SFE)

COMMERCIAL AVERAGE DAY FLOW (ADF) = 1,700 GPD/ACRE

FIRE FLOW AVAILABILITY = 3,000 GPM FOR 3 HOURS

MAXIMUM DAY FLOW (MDF) = 2 x ADF

PEAK HOUR FLOW = 1.5 x MDF



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REVISION

NORTH RIDGE DEVELOPEMNT JOHNSTOWN

NORTH RIDGE MASTER UTILITY PLAN

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JUB PROJ. # : 87-20-003
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DESIGN BY: ALM
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