

Baldrige Information Handout Index

The following list of electronic files and their descriptions is information for those interested in purchasing property in the Baldrige Subdivision, Severance, CO.

1. Baldrige CC&R'1 PDF - DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BALDRIDGE SUBDIVISION SECOND FILING (a common interest community);
2. BHOA Rules & Regs 5-20-14 .pdf – Rules, regulations and guidelines – governing documents explaining the Covenants in more detail;
3. ARC Review Form 5-20-14 .pdf - Form used by the Baldrige Architectural Review Committee to review and approve new projects. These projects include new homes and associated landscaping, fencing, driveways, paths, etc., in addition to changes to the outside of existing homes and lot items such as outbuildings, structures, landscaping, fencing, etc. Reference Files 1 and 2 listed above for restrictions;
4. Baldrige General Geotechnical Investigation Report - Copy -2.pdf - Baldrige subdivision soils and water table survey report;
5. Baldrige plat a.pdf - Lot layout of Northern part of subdivision;
6. Baldrige plat b.pdf - Lot layout of Southern part of the subdivision;
7. Curve chart Baldrige.pdf – Subdivision road survey information;
8. Baldrige Attachment 1.pdf - Baldrige Attachment A - Buyer Acknowledges Receipt of Following... List of 12 items that include such things as BHOA annual dues, Geotechnical Report, CC&Rs, etc;
9. Baldrige contract addendum B.pdf - BALDRIDGE SUBDIVISION SECOND FILING NOTICE OF MAINTENANCE OF DRAINAGE IMPROVEMENTS. Buyer agrees with drainage stipulations, including information on Driveway Culverts, Street Channels, and Side Yard and Rear Yard Channels;
10. Baldrige lot avail 4-30-15.pdf - Available lots including Lot #, Block, Size, Address, Price, and Features.



2821003 01/24/2001 10:30A JA Suki Tsukamoto
1 of 34 R 170.00 D 0.00 Weld County CO

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**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
BALDRIDGE SUBDIVISION SECOND FILING
(a Common Interest Community)**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BALDRIDGE SUBDIVISION, SECOND FILING is made and entered into this ____ day of October, 2000 by IBC Company, Inc., a Colorado corporation, hereinafter referred to as "the Declarant."

RECITALS

A. The Declarant is the owner of that certain real property located in the County of Weld, State of Colorado legally described on Exhibit "A" attached hereto and incorporated herein by reference ("the Real Estate").

B. The Declarant desires to create a Common Interest Community on the Real Estate, pursuant to the Colorado Common Ownership Act, Section 38-33.3-101, *et seq.*, Colorado Revised Statutes, as it may be amended from time to time ("the Act"), in which portions of the Real Estate will be designated for separate ownership and the remainder of which will be owned by an Association of Lot Owners.

C. The Declarant has caused to be incorporated under the laws of the State of Colorado Baldrige Subdivision Homeowners Association of Weld County, a nonprofit corporation, for the purpose of exercising the functions herein set forth.

**ARTICLE 1.
SUBMISSION OF REAL ESTATE**

The Declarant hereby publishes and declares that the Real Estate shall be held, sold, conveyed, transferred, leased, subleased, and occupied subject to the following easements, covenants, conditions, and restrictions which shall run with the Real Estate and shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the Real Estate or any portion thereof, their heirs, personal representatives, successors, and assigns. Additionally, Declarant hereby submits the Real Estate to the provisions of the Act. In the event the Act is repealed, the Act on the date this Declaration is recorded in the office of the Clerk and Recorder of Weld County, Colorado, shall remain applicable.

ARTICLE II. DEFINITIONS

Section 1: "Allocated Interests" shall mean and refer to the Common Expense Liability and votes in the Association.

Section 2: "Approval" or "Consent" shall mean securing the prior written approval or consent as required herein before doing, making, or suffering that for which such approval or consent is required.

Section 3: "Architectural Control Committee" shall mean and refer to the committee established to review and approve plans for the construction of improvements on Lots as set forth in this Declaration.

Section 4: "Association" or "Lot Owners' Association" shall mean and refer to Baldridge Subdivision Homeowners Association of Weld County, a Colorado nonprofit corporation, its successors and assigns, organized and existing under Section 38-33.3-301 of the Act.

Section 5: "Bylaws" shall mean and refer to any instruments, however denominated, which are adopted by the Association for the regulation and management of the Association, including amendments to those instruments.

Section 6: "Common Elements" or "Outlots" shall mean and refer to any real estate within the Common Interest Community owned by the Association, other than a Lot.

Section 7: "Common Expense Liability" shall mean and refer to the liability for Common Expenses allocated to each Lot pursuant to this Declaration.

Section 8: "Common Expenses" shall mean and refer to expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

Section 9: "Common Interest Community" shall mean and refer to the Real Estate described on Exhibit "All attached hereto and incorporated herein by reference.

Section 10: "Dealer" shall mean and refer to a Person in the business of selling Lots for such Person's own account.

Section 11: "Declarant" shall mean and refer to *Jack & Beverly Schneider*
~~IBC Company, Inc., a Colorado~~
~~corporation, its successors and assigns.~~ *(See Amend. 1)*

Section 12: "Declaration" shall mean and refer to this Declaration, including any amendments hereto and also including, but not limited to, plats of the Real Estate recorded in the Clerk and Recorder's office of Weld County, Colorado.

Section 13: "Dispose" or "Disposition" shall mean and refer to a voluntary transfer of any legal or equitable interest in a Lot, but the term does not include the transfer or release of a security interest.

Section 14: "Documents" shall mean and refer to this Declaration, the Plat, and the Articles of Incorporation, Bylaws, and Rules and Regulations of the Association.

Section 15: "Executive Board" shall mean and refer to the Executive Board of the Association.

Section 16: "Identifying Number" shall mean and refer to a symbol or address that identifies only one (1) Lot in the Common Interest Community.

Section 17: "Insurer" shall mean and refer to any governmental agency or authority that insures or guarantees a Mortgage and that has provided written notice of such interest to the Association.

Section 18: "Lot" shall mean and refer to a physical portion of the Common Interest Community which is designated for separate ownership or occupancy and the boundaries of which are described in or determined from the Plat. The term "Lot" as used in this Declaration shall have the same meaning as the term "Unit" as used in the Act.

Section 19: "Lot Owner" shall mean and refer to the Declarant or other Person who owns a Lot but does not include a Person having an interest in a Lot solely as security for an obligation. The Declarant is the Owner of any Lot created in the Declaration until that Lot is conveyed to another Person. The term "Lot owner" as used in this Declaration shall have the same meaning as the term "Unit Owner" as used in the Act.

Section 20: "Mortgagee" shall mean and refer to any Person who has a security interest in a Lot and who has provided written notice of such interest to the Association.

Section 21: "Person" shall mean and refer to a natural person, a corporation, a limited liability company, a partnership, an association, a trust, or any other entity or combination thereof.

Section 22: "Plat" shall mean and refer to the Plat of the Real Estate recorded in the office of the Clerk and Recorder of Weld County, Colorado, and all recorded amendments thereto.

Section 23: "Purchaser" shall mean and refer to a Person, other than the Declarant or a Dealer, who, by means of a transfer, acquires a legal or equitable interest in a Lot, other than:

- (a) A leasehold interest in a Lot of less than forty (40) years, including renewal options, with the period of the leasehold interest, including renewal options, being measured from the date the initial term commences; or
- (b) A Security Interest.



2821003 01/24/2001 10:30A JA Suki Tsukamoto
5 of 34 R 170.00 D 0.00 Weld County CO

Section 5: Maximum Number of Lots. The maximum number of Lots that the Declarant reserves the right to create within the Common Interest Community is one hundred fifty (150).

Section 6: Boundaries of Lots. The boundaries of each Lot are set forth on the Plat of the Real Estate. The Plat sets forth the Lot's Identifying Number.

Section 7: Allocated Interests. The Common Expense Liability and votes in the Association shall be allocated among the Owners as follows:

- (a) Each Owner's share of the Common Expenses shall be a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Lots within the Common Interest Community.
- (b) Each owner shall be entitled to one (1) vote for each Lot owned.

Section 8: Recording Data. All easements and licenses to which the Common Interest Community is presently subject are shown on the Plat. In addition, the Common Interest Community may be subject to other easements or licenses granted by the Declarant pursuant to the terms of this Declaration.

Section 9: Notice. Notice of matters affecting the Common Interest Community may be given to Lot owners by the Association or by other Lot Owners in the following manner: notice shall be hand delivered or sent prepaid by United States mail to the mailing address of each Lot or to any other mailing address designated in writing by the Lot owner. Such notice shall be deemed given when hand delivered or when deposited in the United States mail.

ARTICLE IV. ASSOCIATION

Section 1: Membership. Every owner of a Lot which is subject to assessment shall be a Member of the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. The Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are as follows: (a) to operate the Common Interest Community known as BALDRIDGE SUBDIVISION SECOND FILING located in Weld County, Colorado, in accordance with the Act, as amended, and the Colorado Nonprofit Corporation Act, as amended; (b) to promote the health, safety, welfare, and common benefit of the residents of the Common Interest Community; and (c) to do any and all permitted acts, and to have and exercise any and all powers, rights, and privileges which are granted to a common interest community association under the laws of the State of Colorado, this Declaration, and the Bylaws, Rules and Regulations, and other governing documents of the Association.



2821003 01/24/2001 10:30A JA Suki Tsukamoto
4 of 34 R 170.00 D 0.00 Weld County CO

Section 24: "Real Estate" shall mean and refer to the Real Estate described on Exhibit "A" attached hereto and incorporated herein by reference.

Section 25: "Residence" shall mean and refer to a single-family residential dwelling constructed on a Lot.

Section 26: "Residential Use, shall mean and refer to use of a Residence as a dwelling by a single family.

Section 27: "Rules and Regulations" shall mean and refer to any instruments, however denominated, which are adopted by the Association for the regulation and management of the Common Interest Community, including any amendment to those instruments.

Section 28: "Security Interest" shall mean and refer to an interest in real property created by contract or conveyance which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation. "First Security Interest" shall mean and refer to a Security Interest in a Lot prior to all other Security Interests except the Security Interest for real property taxes and assessments made by Weld County, Colorado, or other governmental authority having jurisdiction over the Common Interest Community.

Section 29: "Single-family" shall mean and refer to any individual or group of persons related by blood or marriage or any unrelated group of not more than three (3) persons living together in a Residence.

ARTICLE III. COMMON INTEREST COMMUNITY

Section 1: Name. The name of the Common Interest Community is BALDRIDGE SUBDIVISION SECOND FILING.

Section 2: Association. The name of the Association is BALDRIDGE SUBDIVISION HOMEOWNERS ASSOCIATION OF WELD COUNTY.

Section 3: County. The name of every county in which any part of the Common Interest Community is situated is Weld County, Colorado.

Section 4: Legal Description. A legal description of the Real Estate included in the Common Interest Community is set forth on Exhibit "A" attached hereto and incorporated herein by reference.



2821003 01/24/2001 10:30A JA Suki Tsukamoto
6 of 34 R 170.00 D 0.00 Weld County CO

Section 2: Voting Rights and Assignment of Votes. The effective date for assigning votes to Lots created pursuant to this Declaration shall be the date on which this Declaration is recorded in the records of the Clerk and Recorder of Weld County, Colorado.

Section 3: Authority. The business and affairs of the Common Interest Community shall be managed by the Association. The Association shall be governed by this Declaration and the Articles of Incorporation, Bylaws, and Rules and Regulations of the Association, as amended from time to time.

Section 4: Powers. The Association shall have all of the powers, authority, and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Common Interest Community.

Section 5: Declarant Control. The Declarant, or persons designated by him, may appoint and remove the officers and members of the Executive Board of the Association for a period of ten (10) years after this Declaration is recorded in the office of the Clerk and Recorder of Weld County, Colorado. The period of Declarant control as herein set forth is subject to the limitations of Section 38-33.3-303(5) of the Act.

Section 6: Executive Board Powers and Duties. The Executive Board may act in all instances on behalf of the Association. The Executive Board shall have, subject to the limitations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community, which shall include, but not be limited to, the following:

- (a) Adopt and amend Bylaws.
- (b) Adopt and amend Rules and Regulations regarding the use and enjoyment of the Common Elements, and the activities of occupants thereon.
- (c) Adopt and amend budgets for revenues, expenditures, and reserves.
- (d) Collect Common Expense Assessments from Lot Owners.
- (e) Hire and discharge Managers.
- (f) Hire and discharge independent contractors, employees, and agents, other than Managers.
- (g) Institute, defend, or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Documents in the Association's name, on behalf of the Association, or two (2) or more Lot Owners on any matters affecting the Common Interest Community.
- (h) Make contracts and incur liabilities.

- (i) Regulate the use, maintenance, repair, replacement, and modification of the Common Elements.
- (j) Cause additional improvements to be made as a part of the Common Elements.
- (k) Acquire, hold, encumber and convey in the Association's name, any right, title, or interest to real estate or personal property, but the Common Elements may be conveyed or subjected to a Security Interest only pursuant to this Declaration and the Act.
- (l) Grant easements for any period of time, including permanent easements, leases, licenses, and concessions through or over the Common Elements, subject to the restrictions and limitations of this Declaration and the Act.
- (m) Impose and receive a fee or charge for the use, rental, or operation of the Common Elements and for services provided to Lot Owners.
- (n) Impose a reasonable charge for late payment of assessments and levy a reasonable fine for violation of the Documents.
- (o) Impose a reasonable charge for the preparation and recordation of supplements or amendments to this Declaration and for statements of unpaid assessments.
- (p) Provide for the indemnification of the Association, its officers, and the Executive Board and maintain directors' and officers' liability insurance.
- (q) Assign the Association's right to future income, including the right to receive Common Expense Assessments, but only upon the affirmative vote of the Owners of Lots to which at least fifty-one percent (51%) of the votes in the Association are allocated, at a meeting called for that purpose.
- (r) Exercise any other powers conferred by the Documents.
- (s) Exercise any other power that may be exercised in the State of Colorado by a legal entity of the same type as the Association.
- (t) Exercise any other power necessary and proper for the governance and operation of the Association.
- (u) By resolution, establish permanent and standing committees of Executive Board members to perform any of the above functions under specifically delegated administrative standards as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Lot Owners and the Executive Board. However, actions taken by a



2821003 01/24/2001 10:30A JA Suki Tsukamoto
8 of 34 R 170.00 D 0.00 Weld County CO

committee may be appealed to the Executive Board by any Lot Owner within forty-five (45) days of publication of a notice. If an appeal is made, the committee's action must be ratified, modified, or rejected by the Executive Board at its next regular meeting.

Section 7: Professional Management and Contract Termination Provisions. The Association may utilize professional management in performing its duties hereunder. Any agreement for professional management of the Association's business shall have a maximum term of three (3) years and shall provide for termination by either party thereto, with or without cause and without payment of a termination fee, upon sixty (60) days, prior written notice. Any contracts, licenses, or leases entered into by the Association while there is Declarant control of the Association shall provide for termination by either party thereto, with or without cause and without payment of a termination fee, at any time after termination of Declarant control of the Association, upon sixty (60) days" prior written notice; provided, however, that any contract entered into at any time by the Association providing for services of the Declarant shall provide for termination at any time by either party thereto, without cause and without payment of a termination fee, upon sixty (60) day's prior written notice.

Section 8: Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend this Declaration, to terminate the Common Interest Community, or to elect members of the Executive Board or determine their qualifications, powers, and duties or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

Section 9: Owners' Negligence. Notwithstanding anything to the contrary contained in this Declaration in the event that the need for maintenance or repair of the Common Elements or any improvements located thereon is caused by the willful or negligent act, omission, or misconduct of any Lot Owner or by the willful or negligent act, omission, or misconduct of any member of such Lot Owner's family or by a guest or invitee of such Lot Owner or any tenant or tenant's family, the costs of such repair and maintenance shall be the personal obligation of such Lot Owner, and any costs, expenses, and fees incurred by the Association for such maintenance, repair, or reconstruction shall be added to and become part of the assessment to which such owner's Lot is subject and shall be a lien against such owner's Lot as provided in this Declaration. A determination of the willful or negligent act, omission, or misconduct of any Lot Owner or any member of a Lot owner's family or a guest or invitee of any Lot Owner or tenant or tenant's family and the amount of the Lot Owner's liability therefor shall be determined by the Association after notice to the Lot owner and the right to be heard before the Executive Board in connection therewith, provided that any such determination which assigns liability to any Lot owner pursuant to the terms of this section may be appealed by said Lot Owner to a court of law.

Section 10: Indemnification. To the full extent permitted by law, each officer and member of the Executive Board of the Association shall be and are hereby indemnified by the Lot Owners and the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon them in any proceeding to which they may be a party or in which they may become involved by reason of their being or having been an officer or



2821003 01/24/2001 10:30A JA Suki Tsukamoto
9 of 34 R 170.00 D 0.00 Weld County CO

member of the Executive Board of the Association, or any settlement thereof, whether or not they are an officer or a member of the Executive Board of the Association at the time such expenses are incurred, except in such cases where such officer or member of the Executive Board is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification shall apply only when the Executive Board approves such settlement and reimbursement as being in the best interests of the Association.

ARTICLE V. SPECIAL DECLARANT RIGHTS AND ADDITIONAL RESERVED RIGHTS

Section 1: Special Declarant Rights. Declarant hereby reserves the right for a period of ten (10) years after this Declaration is recorded in the office of the Clerk and Recorder of Weld County, Colorado, to perform the acts and exercise the rights hereinafter specified ("the Special Declarant Rights"). Declarant's Special Declarant Rights include the following:

- (a) Completion of improvements. The right to complete improvements indicated on the Plat.
- (b) Exercise of Developmental Rights. The right to exercise any Development Right reserved in Article VI of this Declaration.
- (c) Sales Management and Marketing. The right to Maintain one (1) sales office, one (1) management office, signs advertising the Common Interest Community, and models. The Declarant shall have the right to determine the number of models and the size and location of the sales office, management office, and models. The Declarant shall also have the right to relocate the sales office, management office, and models from time to time at his discretion. After the Declarant ceases to be the Owner of a Lot, the Declarant shall have the right to remove any sales office, management office, or model from the Common Interest Community.
- (d) Construction Easements. The right to use easements through the Common Elements for the purpose of making improvements within the common Interest Community or within Real Estate which may be added to the Common Interest Community.
- (e) Master Association. The right to make the Common Interest Community subject to a master association.
- (f) Merger. The right to merge or consolidate the Common Interest Community with another Common Interest Community of the same form of ownership.

- (g) Control of Association and Executive Board. The right to appoint or remove any officer of the Association or any Executive Board member.
- (h) Amendment of Declaration. The right to amend the Declaration in connection with the exercise of any Development Rights.
- (i) Amendment of Plat. The right to amend the Plat in connection with the exercise of any Development Rights.

Section 2: Additional Reserved Rights. In addition to the Special Declarant Rights set forth in Section 1 above, Declarant also reserves the following additional rights ("the Additional Reserved Rights"):

- (a) Dedications. The right to establish, from time to time, by dedication or otherwise, utility, irrigation, and other easements over, across, and upon the Common Elements for purposes including, but not limited to, streets, paths, walkways, drainage, recreation areas, open spaces, and irrigation of open spaces and properties adjacent to the Common Interest Community and to create other reservations, exceptions, and exclusions over, across, and upon the Common Elements for the benefit of and to serve the Lot owners within the Common Interest Community and, in the case of irrigation ditches, the owners of the property served by such ditches.
- (b) Use Agreements. The right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, maintenance, improvement, or regulation of Common Elements, which may or may not be a part of the Common Interest Community for the benefit of the Lot Owners and/or the Association.
- (c) Other Rights. The right to exercise any Additional Reserved Right created by any other provision of this Declaration.

Section 3: Rights Transferable. Any Special Declarant Right or Additional Reserved Right created or reserved under this Article for the benefit of the Declarant may be transferred to any Person by an instrument describing the rights transferred and recorded in Weld County, Colorado. Such instrument shall be executed by the transferor Declarant and the transferee.

ARTICLE VI. RESERVATION OF EXPANSION AND DEVELOPMENT RIGHTS

Section 1: Expansion Rights. Subject to the limitations of C.R.S. 38-33.3-222, Declarant expressly reserves the right to subject unspecified real property ("the Development Property") to the provisions of this Declaration. The consent of the existing Lot Owners or Mortgagees



2821003 01/24/2001 10:30A JA Suki Tsukamoto
11 of 34 R 170.00 D 0.00 Weld County CO

shall not be required for any such expansion, and Declarant may proceed with such expansion without limitation, at its sole option.

Section 2: Withdrawal Rights. If all or any part of the Development Property is submitted to this Declaration, Declarant expressly reserves the right to withdraw all or any portion of the Development Property from the Common Interest Community by recording a document evidencing such withdrawal in the office of the Clerk and Recorder of Weld County, Colorado. The Real Estate withdrawn from the Common Interest Community shall be subject to whatever easements, if any, are reasonably necessary for access to or operation of the Common Interest Community. Declarant shall prepare and record in the office of the Clerk and Recorder of Weld County, Colorado, whatever documents are necessary to evidence such easements.

Section 3: Amendment of the Declaration. If Declarant elects to submit the Development Property, or any part thereof, to this Declaration, Declarant shall record an Amendment to the Declaration containing a legal description of the Development Property, or portion thereof to be submitted to this Declaration, and reallocating the Allocated Interests so that the Allocated Interests appurtenant to each Lot will be apportioned according to the total number of Lots submitted to the Declaration. The Allocated Interests appurtenant to each Lot in the Common Interest Community, as expanded, shall be a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Lots within the Common Interest Community, as expanded.

Section 4: Supplement to the Plat. Declarant shall, contemporaneously with the amendment of this Declaration, file a supplement to the Plat showing the Development Property or portion thereof to be submitted to this Declaration and the Lots and Common Elements created within the Development Property or portion thereof to be submitted to this Declaration.

Section 5: Interpretation. Recording of amendments to this Declaration in the Office of the Clerk and Recorder of Weld County, Colorado, shall automatically (i) vest in each existing Lot owner the reallocated Allocated Interests appurtenant to his Lot; and (ii) vest in each existing Mortgagee a perfected Security Interest in the reallocated Allocated Interests appurtenant to the encumbered Lot. Upon the recording of an amendment to this Declaration, the definitions in this Declaration shall automatically be extended to encompass and to refer to the Real Estate, as expanded. The Development Property, or any part thereof, shall be added to and become a part of the Real Estate for all purposes. All conveyances of Lots after such expansion shall be effective to transfer rights in all Common Elements as expanded, whether or not reference is made to any amendment to this Declaration. Reference to this Declaration in any instrument shall be deemed to include all amendments to this Declaration without specific reference thereto.

Section 6: Maximum Number of Lots. The maximum number of Lots in the Common Interest Community, as expanded, shall not exceed the number set forth in Article III, Section 6, above. Declarant shall not be obligated to expand the Common Interest Community beyond the number of Lots initially submitted to this Declaration.



2821003 01/24/2001 10:30A JA Sukd Tsukamoto
12 of 34 R 170.00 D 0.00 Weld County CO

Section 7: Construction Easement. Declarant expressly reserves the right to perform construction work, store materials on Common Elements, and the future right to control such work and the right of access thereto until its completion. All work may be performed by Declarant without the consent or approval of any Lot Owner or Mortgagee. Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations and exercising Declarant's reserved rights in this Declaration. Such easement includes the right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across the Real Estate for the purpose of furnishing utility and other services to the Development Property. Declarant's reserved construction easement includes the right to grant easements to public utility companies and to convey improvements within those easements. If Declarant grants any such easements, the Plat will be amended to include reference to the recorded easement.

Section 8: Reciprocal-Easements. If all or any part of the Development Property is submitted to but subsequently withdrawn from the Common Interest Community ("the Withdrawn Property") : (i) the Lot Owner(s) of the Withdrawn Property shall have whatever easements are necessary or desirable, if any, for access, utility service, repair, maintenance, and emergencies over and across the Common Interest Community; and (ii) the Lot Owner(s) in the Common Interest Community shall have whatever easements are necessary or desirable, if any, for access, utility service, repair, maintenance, and emergencies over and across the Withdrawn Property. Declarant shall prepare and record in the office of the Clerk and Recorder of Weld County, Colorado, whatever documents are necessary to evidence such easements. Such recorded easements shall specify that the Lot Owners of the Withdrawn Property and the Lot Owners in the Common Interest Community shall be obligated to pay a proportionate share of the cost of the operation and maintenance of any easements utilized by either one of them on the other's property upon such reasonable basis as the Declarant shall establish in the easements. Preparation and recordation by Declarant of an easement pursuant to this Section shall conclusively determine the existence, location, and extent of the reciprocal easements that are necessary or desirable as contemplated by this Section.

Section 9: Termination of Expansion and Development Right. The expansion and development rights reserved to Declarant, for itself and its successors and assigns, shall expire ten (10) years from the date of recording this Declaration in the office of the Clerk and Recorder of Weld County, Colorado, unless the expansion and development rights are (i) extended as allowed by law or (ii) reinstated or extended by the Association, subject to whatever terms, conditions, and limitations the Executive Board may impose on the subsequent exercise of the expansion and development rights by Declarant.

Section 10: Transfer of Expansion and Development Rights. Any expansion, development, or withdrawal right created or reserved under this Article for the benefit of Declarant may be transferred to any Person by an instrument describing the rights transferred and recorded in the office of the Clerk and Recorder of Weld County, Colorado. Such instrument shall be executed by the transferor Declarant and the transferee.



2821003 01/24/2001 10:30A JA Suki Tsukamoto
13 of 34 R 170.00 D 0.00 Weld County CO

ARTICLE VII. ASSESSMENT FOR COMMON EXPENSES

Section 1: Personal Obligation of Owners for Common Expenses. The Declarant, for each Lot owned, hereby covenants, and each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association Common Expense Assessments imposed by the Association to meet the estimated Common Expenses.

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

Section 3: Amount of Assessment. The amount of the Assessment for the estimated Common Expenses which shall be paid by each owner shall be determined by dividing the aggregate sum the Association reasonably determines to be paid by all owners by the total number of Lots within the Common Interest Community, and the owner of each Lot shall pay his or her proportionate share of such aggregate sum.

Section 4: Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment shall be One Hundred Dollars (\$100.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index for the Denver/Boulder region (published by the Department of Labor, Washington, D.C.) for the preceding month of July.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment may be increased above that established by the Consumer Price Index formula by a vote of the Owners for the next succeeding two (2) years, and at the end of each such period of two (2) years, for each succeeding period of two (2) years, provided that any such change shall have the assent of fifty-one percent (51%) of the votes of the owners who are voting in person or by proxy at a meeting duly called for this purpose. The limitations hereof shall not apply to any change in the maximum and basis of the Assessments undertaken as an incident to a merger or consolidation in which the Association participates.
- (c) The Executive Board may fix the annual Assessment at an amount not in excess of the maximum.

Section 5: Special Assessments for Capital Improvements. In addition to the annual Assessments authorized above, the Association may levy, in any assessment year, a special



Assessment applicable to that year only for the purpose of defraying, in whole or in part, payment of any operating deficit and/or unbudgeted cost, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Elements, including fixtures and personal property related thereto, and the cost of any construction, reconstruction, repair, or replacement of any street or road within the Common Interest Community; provided that any such Special Assessment shall have the assent of two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6: Notice and Quorum for any Action- Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast sixty percent (60%) of all the votes of the Owners shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7: Uniform Rate of Assessment. Both annual and special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8: Date of Commencement of Annual Assessments: Due Dates. The annual Assessments provided for herein shall commence as to all Lots on January 1 of the year following the conveyance of a Lot by the Declarant to a Purchaser. The Executive Board shall fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every owner subject thereto. Annual assessments shall be collected in ~~twelve (12) equal monthly~~ *one (1) payment.* *(See Amendment 1)* installments.

Section 9: Exempt Property. The following property subject to the Declaration shall be exempted from the assessments, charges, and liens created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by a municipal or quasi-municipal corporation or other local public utility or authority and devoted to public use.
- (b) All Common Elements.

Section 10: Record of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of all of its receipts and expenditures, specifying and itemizing the maintenance and repair of the Common Elements and any other expenses incurred. Such records shall be available on request for examination by the Lot Owners and others with an interest, such as prospective lenders.



Section 11: Notice to Security Interest. Upon the request of a holder of a First Security Interest on a Lot, and upon payment of reasonable compensation therefor, the Association shall report to such party any unpaid assessment or other defaults under the terms of this Declaration which are not cured by the Lot Owner within thirty (30) days.

Section 12: Certificate of Status of Assessments. The Association, upon written request to the Association, and upon payment of a reasonable fee, shall furnish to a Lot Owner or such Lot owner's designee or to a holder of a Security Interest or its designee, a statement, in recordable form, setting out the amount of the unpaid Common Expense Assessments against the Lot. The statement must be furnished within fourteen (14) business days after receipt of the request and is binding on the Association, the Executive Board, and each Lot Owner. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. omission or failure to fix an assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification or release of a Lot owner from his or her obligation to pay the same.

Section 13: Common Expenses Attributable to Fewer than All Lots. The following Common Expenses may be chargeable to fewer than all Lots:

- (a) An assessment to pay a judgment against the Association may be made only against the Lots in the Common Interest Community at the time the judgment was entered, in proportion to their Common Expense Liabilities.
- (b) If a Common Expense is caused by the misconduct of a Lot Owner, the members of such owner's family, or such Owner's guests, invitees, or tenants, the Association may assess that expense against that Lot Owner's Lot.
- (c) Fees, charges, taxes, impositions, late charges, fines, collection costs, and interest charged against a Lot Owner pursuant to the Documents and the Act are enforceable as Common Expense Assessments against such Owner's Lot.

ARTICLE VIII. LIEN FOR NONPAYMENT OF COMMON EXPENSES

Any Assessment, charge, or fee provided for in this Declaration or any monthly or other installment thereof which is not fully paid within ten (10) days after the date due shall bear interest at a rate determined by the Executive Board. In addition, the Executive Board may assess a late charge thereon. Any Owner who fails to pay any Assessment, charge, or fee of the Association shall also be obligated to pay to the Association, on demand, all costs and expenses incurred by the Association, including reasonable attorney's fees, in attempting to collect the delinquent amount. The total amount due to the Association, including unpaid Assessment, fees, charges, fines, interest, late payment penalties, costs, and attorney's fees, shall constitute a lien on the defaulting Owner's Lot as provided in the Act. The Association may bring an action, at law or in equity, or both, against any owner personally obligated to pay any amount due to the Association or any monthly or other installment thereof and may also proceed to foreclose its lien against such Owner's Lot. An action at law or in equity by the Association

against a delinquent Owner to recover a money judgment for unpaid amounts due to the Association or monthly or other installments thereof may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien. The Association's lien shall be superior to any homestead exemption now existing or hereafter created by any state or federal law.

ARTICLE IX. COMMON AREAS

Section 1: Common Areas: The Association shall be responsible for maintaining all common areas within the common interest community. The common areas shall be maintained in good condition by the Association at all times for the benefit of all Lot Owners.

Section 2: Duration of Maintenance Provisions: The provisions contained in this Article and all other provisions in this Declaration relating to the responsibility to maintain the common areas within the Common Interest Community shall not expire and shall be perpetual unless specifically agreed to by a two-thirds majority of the Lot Owners.

ARTICLE X. ARCHITECTURAL CONTROL

Section 1: Architectural Control Committee.

- See Revision 2*
- (a) Membership. The Architectural Control Committee shall consist of three (3) persons. The members of the Architectural Control Committee shall be appointed by the Declarant. At such time as the Declarant is no longer the Owner of one or more Lots within the Common Interest Community, then the members of the Architectural Control Committee shall be appointed by the Executive Board from among the owners. *a minimum of 3*
 - (b) Purpose. The Architectural Control Committee is established for the purpose of maintaining within the Common Interest Community a consistent and harmonious general character of development and a style and nature of building design and visual appeal consistent with the natural beauty and features of the Common Interest Community.
 - (c) Term. Each member of the Architectural Control Committee shall serve at the pleasure of the person or entity appointing such member. In the event of the death or resignation of any member of the Architectural Control Committee, the person or entity that appointed such member shall appoint a successor.
 - (d) Decisions. All decisions of the Architectural Control Committee shall be by a majority vote of those members of the Committee present at a meeting at



which a quorum is present. A majority of the members of the Architectural Control Committee shall constitute a quorum.

- (e) Compensation. The members of the Architectural Control Committee shall not be entitled to any compensation for services performed pursuant to this Declaration but shall be entitled to reimbursement by the Association for all costs and expenses incurred in performing their duties pursuant to this Declaration.
- (f) Delegation. The Architectural Control Committee shall have the power to delegate the responsibility for reviewing any application submitted to the Architectural Control Committee to a professional architect, landscape architect, engineer, or other professional person who is qualified to pass on the issues raised in the application. The Architectural Control Committee shall also have the power to require that the applicant pay the fees reasonably incurred by the Architectural Control Committee in retaining such professional to review the application submitted.
- (g) Nonliability. No member of the Architectural Control Committee shall be liable to the Association or to any owner or member for any loss, damage, or injury arising out of or in connection with the performance of the duties of the Architectural Control Committee under this Declaration, unless such action constitutes willful misconduct or bad faith on the part of the Architectural Control Committee. Review and consideration of any application submitted to the Architectural Control Committee shall be pursuant to this Declaration, and any approval granted shall not be considered approval of the structural safety or integrity of the improvements to be constructed or conformance of such improvements with building codes, zoning resolutions, subdivision regulations, or other governmental rules and regulations applicable to the Common Interest Community.

Section 2: Control. No construction, alteration, addition, modification, exterior decoration, exterior redecoration, or reconstruction of any building, fence, wall, structure, or other improvement within the Common Interest Community shall be commenced or maintained until the plans and specifications thereof shall have been approved by the Architectural Control Committee.

Section 3: Submission. Each application for approval shall include the following:

- (a) Two (2) complete copies of a site plan of the Lot. The site plan shall show the following information with a scale of one (1) inch on the plans for each twenty (20) feet of actual distance on the Lot:
 - (1) Finished elevation of the improvement.



2821003 01/24/2001 10:30A JA Suki Tsukamoto
18 of 34 R 170.00 D 0.00 Weld County CO

- (2) A building footprint with dimensions from front, rear, and side boundary lines of the Lot.
 - (3) Driveways and walkways located or to be constructed on the Lot.
 - (4) Any existing structures on the Lot.
 - (5) Location of improvements with respect to utility lines and facilities.
- (b) Two (2) complete sets of construction plans and specifications. Said plans and specifications shall include the following minimum information:
- (1) Floor plans of all levels of any Residence, which plans shall contain sufficient detail to describe the elements of the floor plan design.
 - (2) Total square footage for each level of any Residence.
 - (3) Building elevations on all sides of the proposed structure containing sufficient detail to determine roof form and material, window locations, siding material, and door placements.
 - (4) A written description of the materials to be used in the roof and exterior walls of the structure.
 - (5) The size, type, and material to be incorporated in any fencing to be located on the Lot.
 - (6) The color of any paint or stain to be applied to the improvements and the color of the roofing material.

(c) See Rev 2

Section 4: Rules and Guidelines. The Architectural Control Committee may issue rules setting forth procedures for the submission of plans for approval and may also issue guidelines setting forth the criteria that the Architectural Control Committee will use in considering plans submitted to it for approval.

Section 5: Review of Plans and Specifications. The Architectural Control Committee shall consider and act upon any and all requests submitted for its approval. The Architectural Control Committee shall approve plans and specifications submitted to it only if it determines that the construction, alteration, or additions contemplated thereby, and in the location as indicated, will comply with this Declaration, will serve to preserve and enhance the values of Lots within the Common Interest Community, and will maintain a harmonious relationship among structures, vegetation, topography, and the overall development of the Common Interest Community. The Architectural Control Committee shall consider the quality of workmanship, type of materials, and harmony of exterior design with other Residences located within the



2821003 01/24/2001 10:30A JA Suki Tsukamoto
19 of 34 R 170.00 D 0.00 Weld County CO

Common Interest Community. should the Architectural Control Committee fail to approve or disapprove the plans and specifications submitted to it by an owner of a Lot within thirty (30) days after complete submission of all required documents, then such approval shall not be required; provided, however, that no building or other structure shall be erected or allowed to remain on any Lot which violates any of the covenants or restrictions contained in this Declaration. The issuance of a building permit or license for the construction of improvements inconsistent with this Declaration shall not prevent the Association or any Owner from enforcing the provisions of this Declaration. Approval by the Architectural Control Committee shall be in writing or by endorsement on the plans.

Section 6: No Waiver of Future Approval. The approval by the Architectural Control Committee of any proposal or plans and specifications for any work to be done on a Lot shall not be deemed to constitute a waiver of any right to withhold approval or consent to any similar proposals, plans, specifications, drawings, or other matter subsequently or additionally submitted for approval by the same Owner or by another Owner.

Section 7: Land Use and Building Type. No building or other structure shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family Residence, with attached or detached garage and such other structures as may be approved by the Architectural Control Committee.

See Rev 2
Section 8: Building Size. No Residence shall be erected, altered, or permitted to remain on any Lot of the Common Interest Community unless the ground floor area thereof, exclusive of basements, open porches, and garages, is not less than one thousand two hundred (1,200) square feet for a single-story Residence and a total of one thousand four hundred (1,400) square feet for a two story Residence. The square footage of basements, walk-outs, and garden levels shall not be included in determining the square footage of a Residence. For purposes of this provision, the terms "basement," "walk-out," and "garden level" shall mean any level, a portion of which is constructed below the ground elevation.

See Rev 2
Section 9: Garages. Each Residence shall include a garage having space for not less than two (2) automobiles. If the garage is attached and the Owner desires an additional detached garage, it shall be subject to approval by the Architectural Control Committee and it shall be of a design similar to the Residence and constructed of the same roof, siding, and masonry material as the Residence.

Section 10: Roof. The roof of each Residence shall have a minimum 5/12 pitch. Roof materials shall be fiberglass, asphalt, or other suitable material approved by the Architectural Control Committee.

See smend 1)
Section 11: Color. All Residences and other structures constructed on any Lot shall be as approved by the Architectural Control Committee.

Section 12: Building Height. No Residence or other structure constructed upon any Lot shall exceed thirty (30) feet in height from the top of the main-floor foundation of such

a neutral pastel earth tone color must have prior approval



2821003 01/24/2001 10:30A JA Suki Tsukamoto
20 of 34 R 170.00 D 0.00 Weld County CO

Residence or structure to the highest point on the Residence or structure. The Architectural Control Committee may grant relief from the provisions of this section for good cause shown.

Section 13: Building Location. Except as otherwise provided in this section, no Residence or other structure shall be constructed or placed upon any Lot nearer to the front Lot line, side Lot line, or rear Lot line than the following minimum setback requirements:

- (a) Front Lot Line: No building shall be located on any Lot nearer than twenty five (25) feet from the front Lot line.

Section 14: Construction. Construction of a Residence or other structure approved by the Architectural Control Committee shall commence within six (6) months after approval of the plans and specifications, and the Owner shall thereafter proceed diligently with such construction. The exterior of any such structure shall be completed within four (4) months of the date of commencement of construction. The Architectural Control Committee may grant an extension of the foregoing time periods for good cause and when such extension is requested by the Owner. Each Owner shall provide portable toilet facilities and trash dumpster during construction of the Residence on such Owner's Lot.

See Rev 2
Section 15: Fences. Any fence to be constructed on a Lot must be approved by the Architectural Control Committee. All fences shall be constructed of vinyl -two rail or three rail approved by the Architectural Control Committee. No privacy fence may be constructed. An Owner may construct a kennel and dog run on the Lot, which dog run may be constructed of chain link fence, provided that the dog run is screened from view from other Lots or adjacent streets landscaping approved by the Architectural Control Committee.

See Rev 2
Section 16: Landscaping. Each Lot shall be fully landscaped within twelve (12) months after the issuance of a certificate of occupancy for a Residence on the Lot. Each Owner shall plant a minimum of two (2) trees. Native grasses shall be a permissible form of landscaping.

See Rev 2
Section 17: Driveways. Each Lot shall have a driveway which shall be sixteen (16) feet wide at its joinder with the adjacent street. Owners shall be responsible for the installation of an eighteen (18) inch ADS culvert to meet drainage needs along the streets.

Section 18: Signs. No sign of any character shall be displayed or placed upon any Lot, with the following exceptions: (a) one (1) sign per Lot of not more than six (6) square feet in total area advertising a Lot for sale shall be permitted on any Lot; (b) the Declarant or the Association shall have the right to place a permanent sign at the entrance to the Common Interest Community identifying the development; (c) until such time as the Declarant is no longer the Owner of a Lot, the Declarant or its agents shall have the right to place one or more signs on the Common Interest Community, without limitation of size, offering Lots within the Common Interest Community for sale; and (d) additional signs may be permitted if approved by the Architectural Control Committee.

Section 19: Liability. The Architectural Control Committee shall not be liable to any Owner for any loss, cost, expense, or damage, including attorney's fees, suffered by such Owner

as a result of any decision made by the Architectural Control Committee unless such action is taken in bad faith or with malice against an Owner.

Section 20: Antennas. No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation, including, by example and not limitation, satellite dishes in excess of one (1) meter in diameter or diagonal measurement, shall be erected, used, or maintained outdoors on any Lot, whether attached to a building or structure or otherwise, unless approved by the Architectural Control Committee, which shall abide by applicable law regarding unreasonable restrictions on telecommunications.

Section 21: Storage Tanks and Containers. No elevated tanks of any kind shall be erected, placed, or permitted to remain on any Lot unless such tanks are screened from view from other Lots and from the streets by fencing or landscaping in a manner approved by the Architectural Control Committee. All air-conditioning, refrigeration, cooling, heating, or other mechanical equipment or system which is located outside of a Residence or other structure on a Lot shall be screened from view from other Lots and from the streets by fencing or landscaping approved by the Architectural Control Committee. Window air-conditioning units and swamp coolers shall not be permitted.

Section 22: Damage or Destruction of Improvements. In the event any Residence or other structure constructed on a Lot is damaged, either in whole or in part, by fire or other casualty, said Residence or other structure shall be promptly rebuilt or remodeled to comply with this Declaration; or in the alternative, if the Residence or other structure is not to be rebuilt, all remaining portions of the damaged structure, including the foundation and all debris, shall be promptly removed from the Lot, and the Lot shall be restored to its natural condition existing prior to the construction of the Residence or other structure.

ARTICLE XI. USE RESTRICTIONS

Section 1: Trash Collection. The Association, acting through its Executive Board, shall have the right to require that any trash collection within the Common Interest Community be performed by one company and that trash be collected from all Lots by such company on the same day of each week. The Executive Board shall select the trash company based on competitive bids. The cost of trash collection shall be paid by each Owner directly to the trash collection company, and the Association shall not have the duty to assess the cost of trash collection as a Common Expense. Nothing herein contained shall be construed to prohibit an Owner from personally disposing of trash from his Lot. This section shall not apply to a contractor during the construction of a Residence or other improvements on a Lot. The contractor may dispose of trash, rubbish, debris, and other construction materials from the Lot either personally or by contracting with a trash collection company. The trash collection company may remove trash, rubbish, debris, and other construction materials from the Lot during the construction of the Residence as often as the contractor deems appropriate.



Section 2: Mineral Extraction. No mining or extraction of oil, gas, gravel, or other minerals shall be permitted on any Lot.

Section 3: Resubdivision. No Lot may be further subdivided without the approval of the Architectural Control Committee. This provision shall not be construed to prohibit or prevent the dedication or conveyance of any portion of a Lot as an easement for public utilities.

Section 4: Household Pets. No animals, livestock, poultry, venomous reptiles, or bees of any kind shall be raised, bred, kept, or boarded upon any Lot, except that dogs, cats, or other household pets, as the same may be defined and determined by the Association, may be kept on any portion of the Common Interest Community, provided the same are not kept, bred, or maintained for any commercial purposes. No more than three (3) adult dogs and three (3) adult cats may be kept on any Lot. Household pets shall be subject to all Rules and Regulations adopted by the Association and all governmental ordinances or laws applicable to the Common Interest Community. Dogs shall at all times be confined by fence, leash, or under voice command. Each Owner of a pet shall be responsible for the prompt clean up and removal of such pet's excrement from his or her Lot.

Section 5: Use of Common Elements. All use of the Common Elements shall be subject to and governed by the Rules and Regulations adopted by the Association. No damage or waste shall be committed to the Common Elements by Lot Owners, their families, tenants, guests, and invitees.

Section 6: Occupancy of Lot. In addition to any other restrictions imposed upon Lot Owners by the Town of Severance, with regard to the completion of a Residence and notwithstanding the issuance of a temporary or permanent certificate of occupancy for the Residence by the appropriate governmental entity, no Residence shall be occupied until all buildings, fences, walls, structures, and other improvements as are set forth in the plans and specifications submitted to and approved by the Architectural Control Committee shall first be constructed and installed, including, but not limited to, the rough grading of the Lot and the installation of driveways and sidewalks thereon.

Section 7: General Prohibition. No use shall be made of an owner's Lot which will in any manner violate the statutes or rules and regulations of any governmental authority having jurisdiction over the use of said Owner's Lot.

Section 8: Maintenance of Lots and Improvements. Owners of Lots shall keep or cause to be kept all buildings, fences, and other structures and all landscaping located on their Lot in good repair. Rubbish, refuse, garbage, and other solid, semi-solid, and liquid waste shall be kept within sealed containers, shall not be allowed to accumulate on any Lot, and shall be disposed of in a sanitary manner. No Lot shall be used or maintained as a dumping ground for such materials. All containers shall be kept in a neat, clean, and sanitary condition and shall be stored inside a garage or other approved structure. No trash, litter, or junk shall be permitted to remain exposed upon any Lot and visible from adjacent streets or other Lots. Burning of trash on any Lot shall be prohibited. No lumber or other building materials shall be stored or

permitted to remain on any Lot unless screened from view from other Lots and from the streets, except for reasonable storage during construction.

Section 9: Nuisance. Nothing shall be done or permitted on any Lot which is or may become a nuisance. No obnoxious or offensive activities or commercial businesses or trades shall be conducted on any Lot, except home occupations as defined and permitted by the applicable zoning resolution of the governmental entity having jurisdiction over the Common Interest Community. In addition to any restrictions imposed upon Lot Owners by the County of Weld with regard to home occupations or businesses, no Owner shall conduct any business activity or home occupation upon his or her Lot which shall involve the sale or storage of merchandise upon the Lot, the delivery of merchandise or materials to the Lot by commercial vehicles more often than once a month, or the use of more than fifteen percent (15%) of the space within a Residence for such business or home occupation. Notwithstanding the foregoing, the Architectural Control Committee shall have the right to authorize prohibited business activities or home occupations upon any Lot, provided that it shall first determine that such home occupation or business shall not unreasonably interfere with the use and enjoyment of the Common Interest Community by other Lot Owners and provided further that the owner conducting such business activities or home occupation agrees to such reasonable Rules and Regulations as may be imposed upon him or her by the Architectural Control Committee.

Section 10: Temporary Structures. No structure of a temporary character, including, by example and not limitation, trailers, converted trailers, shacks, basements, tents, garages, or accessory buildings, shall be used on any Lot as a Residence, temporarily or permanently.

Section 11: Restriction of Use. No motor-driven, engine powered, or other mechanically propelled vehicle, including, by example and not limitation, automobiles, trucks, motorcycles, all terrain vehicles, and snowmobiles, may be used or operated within or upon any of the Common Elements, except in the event of an emergency.

See Rev 2
Section 12: Storage of Vehicles. Boats, campers, recreational vehicles, snowmobiles, all-terrain vehicles, motor homes, trailers, machines, tractors, semi-tractors, tractor trailers, trucks (except standard pickup trucks), and inoperative automobiles shall not be stored, parked, or permitted to remain on any Street, Lot, or Common Element, except within fully-enclosed garages or within fully-screened areas approved by the Architectural Control Committee. For purposes of this provision, any disassembled or partially disassembled car or other vehicle or any car or other vehicle which has not been moved under its own power for more than one (1) week shall be considered an inoperative automobile subject to the terms of this Section 13.

Section 13: Discharge of Weapons. No person shall discharge, fire, or shoot any gun, pistol, crossbow, bow and arrow, slingshot, or other firearm or weapon whatsoever, including BB guns and pellet guns, within the Common Interest Community. Notwithstanding the foregoing, the discharge of firearms or weapons by any member of any law enforcement office in the course of such member's official duty shall not be deemed a violation of this provision.

Section 14: Disturbing the Peace. No person shall disturb, tend to disturb, or aid in disturbing the peace of others by violent, tumultuous, offensive, disorderly, or obstreperous

conduct, and no Owner shall knowingly permit such conduct upon any Lot owned by such Owner.

Section 15: Lakes. The lakes located in, or adjacent to, the Common Interest Community are not for recreational use by any Owner, guest or other person. Wading, boating, swimming, fishing and all other recreational purposes, other than aesthetic appreciation, are strictly prohibited. Any person using the lakes for recreational purposes will be deemed a trespasser.

Lot owners acknowledge that areas adjacent to the lakes may be subject to flooding. The Association and Declarant shall not be responsible for any damages caused by flooding.

ARTICLE XII. DRAINAGE

Section 1: Acknowledgement. The soils within the state of Colorado consist of both expansive soils and low-density soils which will adversely affect the integrity of the Residence if the Residence and the Lot on which it is 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.

Section 2: 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 Residence constructed thereon remain stable and shall not introduce excessive water into the soils surrounding the Residence.

Section 3: Water Flow. The Owner of a Lot shall not impede or hinder in any way the water falling on the Lot from reaching the drainage courses established for the Lot and the Common Interest Community.

Section 4: Action by Owner. To accomplish the foregoing, each owner of a Lot covenants and agrees, among other things:

- (a) Not to install improvements, including, but not limited to, landscaping, items related to landscaping, walls, walks, driveways, parking pads, patios, fences, additions to the Residence, outbuildings, or any other item or improvement which will change the grading of the Lot. The installation of such improvements is acceptable so long as the manner of installation is consistent with, and does not change, the grading and drainage patterns of the Lot.
- (b) To fill with additional soil any back-filled areas adjacent to the foundation of the Residence and in or about the utility trenches on the Lot in which settling occurs to the extent necessary from time to time to maintain the grading and drainage patterns of the Lot.

- (c) Not to water the lawn or other landscaping on the Lot excessively.
- (d) Not to plant flower beds (especially annuals) and vegetable gardens adjacent to or within three (3) feet of the foundation and slabs of the Residence.
- (e) If evergreen shrubbery and grass is used within five (5) feet of the foundation walls, to water the shrubbery and grass by controlled hand watering and to avoid excessive watering.
- (f) To minimize or eliminate the installation of piping and heads for sprinkler systems within five (5) feet of foundation walls and slabs.
- (g) To install any gravel beds in a manner which will assure that water will not pond in the gravel areas, whether due to nonperforated edging or due to installation of the base of the gravel bed at a level lower than the adjacent lawn.
- (h) To install a moisture barrier (such as polyethylene) under any gravel beds.
- (i) To maintain the gutters and downspouts which discharge water into extensions or splash blocks by assuring that (i) the gutters and downspouts remain free and clear of all obstructions and debris; (ii) the water that flows from the extension or the splash block is allowed to flow rapidly away from the foundation and/or slabs; and (iii) the splash blocks are maintained under sill cocks.
- (j) To recaulk construction joints opening up between portions of the exterior slabs and garage slabs in order to thereby seal out moisture.

Section 5: Disclaimer. The Declarant shall not be liable for any loss or damage to the Residence, any outbuilding, concrete slab, driveway, sidewalk, or other improvement on any Lot caused by, resulting from, or in any way connected with soil conditions on any Lot.

Section 6: Drainage. A geotechnical investigation report has been prepared for the Common Interest Community and is titled "Geotechnical Investigation Report of Baldrige Subdivision; HCS Project No. 99155; Report Dated January 5, 2000." All recommendations included in the Geotechnical Investigation Report for Baldrige Subdivision shall be considered a part of this Declaration and shall be followed by all Lot Owners during construction. Lot Owners shall be responsible that their contractors and all subcontractors are familiar with the recommendations presented in the Geotechnical Investigation Report. The report identifies ground water levels and warns of fluctuating ground water levels. Recommendations have been made concerning foundation separation from ground water levels and the need for sump pits and pumps. Lot Owners shall familiarize themselves with all recommendations presented in the Geotechnical Investigation Report. Any deviation from the recommendations of the Geotechnical Investigation Report will be at the Owner's risk.

ARTICLE XIII. MORTGAGEE PROTECTION

Section 1: Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers, and guarantors of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the Declaration, but in the case of conflict, this Article shall control.

Section 2: Notice of Actions. The Association shall give prompt written notice to each Mortgagee and Insurer of (and each Lot Owner hereby consents to and authorizes such notice):

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community, or any Lot in which there is a First Security Interest held, insured, or guaranteed by such Mortgagee or Insurer, as applicable.
- (b) Any delinquency in the payment of Common Expense assessments owed by a Lot Owner whose Lot is subject to a First Security Interest held, insured, or guaranteed by such Mortgagee or Insurer, as applicable, which remains uncured for a period of sixty (60) days.
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Any proposed action which would require the consent of a specified percentage of Mortgagees as specified in Section 4 of this Article.
- (e) Any judgment rendered against the Association.

Section 3: Consent and Notice Required.

- (a) Document Changes. Notwithstanding any requirement permitted by this Declaration or the Act, no amendment of any provision of this Declaration pertaining to the matters hereinafter listed by the Association or Lot Owners shall be effective without notice to all Mortgagees and Insurers, and the vote of at least sixty-seven percent (67%) of the Lot Owners (or any greater Lot Owner vote required in this Declaration or the Act) and until approved by at least fifty-one percent (51%) of the Mortgagees (or any greater Mortgagee approval required by this Declaration). The foregoing approval requirements do not apply to amendments effected by the exercise of any Special Declarant Rights, Additional Reserved Rights, or Development Right set forth in Articles V and VI of this Declaration:

- (1) Voting rights.
- (2) Assessments, assessment liens, or priority of assessment liens.

- (3) Reserves for maintenance, repair, and replacement of Common Elements.
 - (4) Responsibility for maintenance and repairs.
 - (5) Redefinitions of boundaries of Lots, except that when boundaries of only adjoining Lots are involved or a Lot is being subdivided, then only those Lot Owners and the Mortgagees holding Security Interests in such Lot or Lots must approve such action.
 - (6) Convertibility of Lots into Common Elements or Common Elements into Lots.
 - (7) Expansion or contraction of the Common Interest Community or the addition, annexation, or withdrawal of property to or from the Common Interest Community, except expansion or contraction by exercise of Development Rights pursuant to Article VI of this Declaration.
 - (8) Insurance or fidelity bonds.
 - (9) Leasing of Lots.
 - (10) Imposition of any restrictions on a Lot owner's right to sell or transfer his Lot.
 - (11) A decision by the Association to establish self-management when professional management had been required previously by any Mortgagee.
 - (12) A decision by the Association not to restore or repair the Common Elements after a hazard damage or partial condemnation.
 - (13) Termination of the Common Interest Community after occurrence of substantial destruction or condemnation of the Common Elements.
 - (14) Any provision that expressly benefits mortgage holders, insurers, or guarantors.
- (b) Actions. Notwithstanding any lower requirement permitted by this Declaration or the Act, the Association may not take any of the following actions, other than rights reserved to the Declarant as Special Declarant Rights, Additional Reserved rights, or Development Rights set forth in Articles V and VI of this



2821003 01/24/2001 10:30A JA Suki Tsukamoto
28 of 34 R 170.00 D 0.00 Weld County CO

Declaration, without the notice to all Mortgagees and Insurers as required by Section 2 above and approval of at least fifty-one percent (51%) (or the indicated percentage) of the Mortgagees:

- (1) Convey or encumber the Common Elements or any portion thereof without approval by eighty percent (80%) of the Mortgagees. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Common Interest Community will not be deemed a transfer within the meaning of this clause.)
 - (2) The termination of the Common Interest Community for reasons other than substantial destruction or condemnation of the Common Elements without approval by sixty-seven percent (67%) of the votes of Mortgagees.
 - (3) The granting of any permits, easements, leases, licenses, or concessions through or over the Common Elements (excluding, however, any utility, road, or other easements serving or necessary to serve the Common Interest Community and excluding any leases, licenses, or concessions for no more than one (1) year).
 - (4) The establishment of self-management when professional management had been required previously by a Mortgagee.
 - (5) A decision by the Association not to restore or repair the Common Elements after a hazard damage or partial condemnation.
 - (6) The merger of the Common Interest Community with any other common interest community.
 - (7) The assignment of the future income of the Association, including its right to receive Common Expense Assessments.
- (c) The Association may not change the period for collection of regularly budgeted Common Expense assessments to other than monthly without the consent of all Mortgagees.
- (d) The failure of a Mortgagee or Insurer to respond within thirty (30) days to any written request of the Association delivered by certified or registered mail, return receipt requested, for approval of an addition or amendment to the Declaration wherever Mortgagee or Insurer approval is required shall constitute an implied approval of the addition or amendment.

Section 4: Inspection of Books. The Association must maintain current copies of the Declaration, Bylaws, Rules and Regulations, books and records, and financial statements. The Association shall permit any Mortgagee or Insurer to inspect the books and records of the Association during normal business hours.

Section 5: Financial Statements. The Association shall provide any Mortgagee or Insurer who submits a written request a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant if:

- (a) The Common Interest Community contains fifty (50) or more Lots, in which case the cost of the audit shall be a Common Expense; or
- (b) Any Mortgagee or Insurer requests it, in which case the Mortgagee or Insurer shall bear the cost of the audit.

Section 6: Enforcement. The provisions of this Article are for the benefit of Mortgagees and Insurers and their successors and may be enforced by any of them by any available means at law or in equity.

Section 7: Attendance at Meetings. Any representative of a Mortgagee or Insurer may attend and address any meeting which an owner may attend.

Section 8: Appointment of Trustee. In the event of damage, destruction, or condemnation of all or a portion of the Common Elements, any Mortgagee may require that such proceeds be payable to a trustee. Such trustee may be required to be a corporate trustee licensed by the State of Colorado. Proceeds will thereafter be distributed pursuant to the Act or pursuant to a condemnation award. Unless otherwise required, the members of the Executive Board, acting by majority vote through the president, may act as trustee.

Section 9: Payment of Delinquent Fees. 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 Elements and may pay overdue premiums on hazard insurance policies or secure new hazard insurance on the lapse of such a policy for such Association property, and Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

ARTICLE XV. GENERAL PROVISIONS

Section 1: Enforcement. Enforcement of this Declaration shall be by appropriate proceedings at law or in equity against those persons or entities violating or attempting to violate any covenant, condition, or restriction herein contained. Such judicial proceeding shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, or for such other and further relief as may be available. Such judicial proceedings may be prosecuted by an owner, by the Architectural Control Committee, or by the Association. In the event it becomes necessary to commence an action to enforce this

Declaration, the court shall award to the prevailing party in such litigation, in addition to such damages as the Court may deem just and proper, an amount equal to the costs and reasonable attorney's fees incurred by the prevailing party in connection with such litigation. The failure to enforce or to cause the abatement of any violation of this Declaration shall not preclude or prevent the enforcement thereof or of a further or continued violation, whether such violation shall be of the same or of a different provision of this Declaration.

Section 2: Duration. This Declaration shall run with the land, shall be binding upon all persons owning Lots and any persons hereafter acquiring said Lots, and shall be in effect in perpetuity unless amended or terminated as provided in the Act.

Section 3: Amendment. Except as otherwise provided in this Declaration, this Declaration may be altered or amended at any time the then record Owners of sixty-seven percent (67%) or more of the Lots so elect through a duly written and recorded instrument.

Section 4: Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of the Documents or the intent of any provision thereof.

Section 5: Gender. The use of the masculine gender refers to the feminine gender, and vice versa, and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so require.

Section 6: Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 7: Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 8: Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability, or effect of the remainder, and if a provision is, invalid, all of the other provisions of the Documents shall continue in full force and effect.

Section 9: Conflict. The Documents are intended to comply with the requirements of the Act. If there is any conflict between the Documents and the provisions of the Act, the provisions of the Act shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.



2821003 01/24/2001 10:30A JA Suki Tsukamoto
31 of 34 R 170.00 D 0.00 Weld County CO

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of the day and year first above written.

IBC COMPANY, INC.,
a Colorado Corporation

By: [Signature]
President

STATE OF COLORADO

COUNTY OF WELD
Larimer

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 4 day of January, 2001, by Dennis Egge as President of IBC Company, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 7-16-04

[Signature]
Notary Public

RATIFICATION

The undersigned, having a Security Interest in all or any part of the Property described on Exhibit "A" attached hereto and incorporated herein by reference, hereby approves, ratifies, confirms, and consents to the foregoing Declaration of Covenants, Conditions, and Restrictions for Baldridge Subdivision Second Filing.

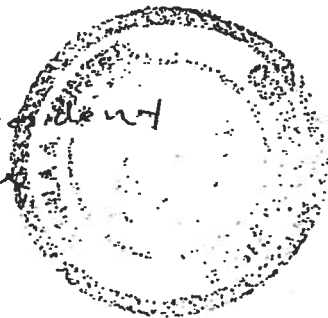
IN WITNESS WHEREOF, the undersigned has caused its name to be hereunto subscribed by its Branch President this 4 day of Jan 2001, 2000.

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 4 day of Jan 2001

BY: Gary L Butler, Branch President

7-16-04 Karla A Hunter
NOTARY PUBLIC



CENTENNIAL BANK OF THE
WEST - FORT COLLINS

BY: Gary L Butler

Title: Branch President





2821003 01/24/2001 10:30A JA Suki Tsukamoto
33 of 34 R 170.00 D 0.00 Weld County CO

RATIFICATION

The undersigned, having a Security Interest in all or any part of the Property described on Exhibit "A" attached hereto and incorporated herein by reference, hereby approves, ratifies, confirms, and consents to the foregoing Declaration of Covenants, Conditions, and Restrictions for Baldrige Subdivision Second Filing.

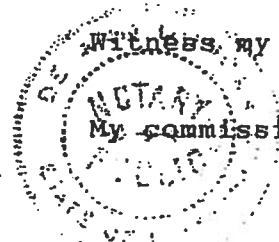
IN WITNESS WHEREOF, the undersigned has caused ^{their} ~~its~~ name to be hereunto subscribed by ~~its~~ Notary Public, DeAnn Duncan ~~this~~ ^{the} 10th day of January, ~~2000~~ ²⁰⁰¹.


Jack R. Schneider

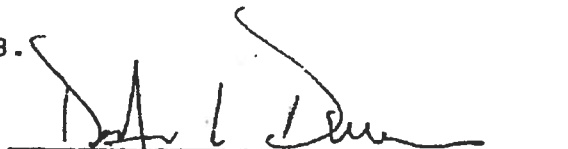

Beverly I. Schneider

The foregoing instrument was subscribed and acknowledged before me this 10th day of January, 2001.

Witness, my hand and official seal.



My commission expires 9/17/2003.


DeAnn L. Duncan



2821003 01/24/2001 10:30A JA Suki Tsukamoto
34 21 34 R 170.00 D 0.00 Weld County CO

EXHIBIT "A"

Legal Description of the Real Estate

Baldrige Subdivision Second Filing according to the plat
recorded June 28, 2000 as Reception No. 2777426.

**Amendment 1
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
BALDRIDGE SUBDIVISION SECOND FILING
(A Common Interest Community)**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BALDRIDGE SUBDIVISION, SECOND FILING is *amended* and entered into this 8th day March, 2002 by *Jack and Beverly Schneider*, herinafter referred to as "the Declarant."

**ARTICLE II.
DEFINITIONS**

Section 11: "Declarant" shall mean and refer to *Jack and Beverly Schneider*. (Pg. 2)

**ARTICLE VII
ASSESSMENT FOR COMMON EXPENSES**

Section 8: Date of Commencement of Annual Assessments: Due Dates. The annual Assessments provided for herein shall commence as to all Lots on January 1 of the year following the conveyance of a lot by the Declarant to a Purchaser. The Executive Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every owner subject thereto. Annual assessments shall be collected in *one (1)* payment. (Pg. 14)

**ARTICLE X.
ARCHITECTURAL CONTROL**

Section 11: Color. All Residences and other structures constructed on any Lot shall be *a neutral pastel earthtone color and must have prior approval* by the Architectural Control Committee. (Pg. 19)

03/01/02

Baldrige Homeowners Association

REVISION 2 – JUNE 2003 DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BALDRIDGE SUBDIVISION SECOND FILING (A Common Interest Community)

ARTICLE X. Section 1: Architectural Control Committee

19161
(a.) Membership. The Architectural Control Committee shall consist of a **minimum of three (3) persons**. The members of the Architectural Control Committee shall be appointed by the Declarant. At such time as the Declarant is no longer the Owner of one or more Lots within the Common Interest Community, then the members of the Architectural Control Committee shall be appointed by the Executive Board from among the owners.

ARTICLE X. Section 3: Submission. Each application for approval shall include the following.

- 19187
(c) **For landscaping plans, it is advised that owner/builder should submit the request for approval to be scheduled for review by the Architectural Control Committee and arrange to attend the meeting when the committee will review the plans.**

19191
ARTICLE X. Section 8: Building Size. No Residence shall be erected, altered, or permitted to remain on any Lot of the Common Interest Community unless the ground floor area thereof, exclusive of basements, open porches, and garages, is not less than **one thousand five hundred (1500) square feet** for a single-story Residence and **nine hundred (900) square feet on the main level for a total of seventeen hundred (1700) square feet** for a two-story Residence. The square footage of basements, walk-outs, and garden levels shall not be included in determining the square footage of a Residence. For purposes of this provision, the terms "basement," "walk-out," and "garden level" shall mean any level, a portion of which is constructed below the ground elevation. **Residences must have accent trim consisting of stone, brick, stucco or acceptable combination to sides exposed to street(s).**

19191
ARTICLE X. Section 9: Garages. Each Residence shall include a garage having space for not less than two (2) and a **maximum of four (4) automobiles and may not exceed one thousand (1000) square feet**. If the garage is attached and the Owner desires an additional detached garage, it shall be of a design similar to the Residence and constructed of the same roof, siding, and masonry material as the Residence, **must have the same roof pitch, cannot exceed the highest point of the Residence roof, and cannot exceed one thousand (1000) square feet.**

19201
ARTICLE X. Section 15: Fences. *Strike entire section and replace with :*

All property fencing will be two (2) or three (3) rail white vinyl. Pet mesh (box wire) can be attached to inside of face of fencing. If a separate pet containment area is desired, it may be no larger than two hundred (200) square feet and must

BALDRIDGE SUBDIVISION
Architectural Review Committee (ARC)

Rules and Guidelines¹

Welcome to Baldrige Subdivision. Baldrige is a covenant-controlled subdivision that requires approval by the Architectural Review Committee (ARC) for house plans, building additions, detached buildings, exterior color selections, fencing, and landscape plans. The ARC must review and approve all plans prior to the homeowner starting any exterior project. Penalties will be assessed for all unapproved activities and homeowner may be required to remove any work started or completed without ARC approval.

Submittal and Approval Process²

The ARC request form is available on the All Property Services (APS) website (www.allpropertyservices.com). Requests should be submitted to APS by email or may be mailed to:

All Property Services
Attn: Kirsten McKay
155 North College, Suite 200
Fort Collins, CO 80524.

Homeowners are asked to submit two copies of all requests and to send an email to baldrigeacc@hotmail.com to alert the committee of your submittal to APS. All attached drawings must be drawn to scale and must have accurate measurements of all dimensions (height, width, depth). All materials being used must be identified as well as color samples for exterior paint. Landscape, building, driveway, and fencing requests must have a lot site plan included with the request. Please review the covenants and refer to the rules when designing your projects.

When submitting house plans, detached building, retaining wall, drainage area changes, or projects that will impact drainage, the request must be accompanied by a check in the amount of \$100 made payable to Baldrige HOA for a professional engineering review.

ARC Meeting Schedule

The preferred method for submittal is to attend one of the ARC open meetings on the 2nd or 4th Wednesday of each month. The homeowner should call ahead to schedule attendance as meetings will not be held if there are no requests to consider. Appearance at the meeting will allow the members of the committee to get clarification if any part of the plan is in question and will accelerate the approval process. The ARC will respond to your request promptly with the maximum response time of two (2) weeks. If you have not received a response in this time frame, please call a member of the committee or All Property Services before starting any project. Fines will apply to any project started without approval.

Homeowners may call the committee chair, Beverly Schneider at 1223 Baldrige Drive, 970-686-5235 to arrange meeting attendance. If you leave a message, be sure to include your name, address, and phone number.

Right to Contest

If you believe the findings of the ARC are not in accordance with the rules and regulations set forth in the covenants, you may contest the findings.³

Two (2) Weeks to Get Started

Once you have received the approval by the ARC, you have two weeks to begin work on your approved plan. If you do not show progress toward your plan, you will be required to resubmit before starting any

construction, paint, or landscaping and you must restart the approval process. Extensions may be requested. **Fines apply to any project started without approval.**

Six (6) Month Completion Plan

You have six (6) months from the time your plans are approved to complete your project unless it is the construction of a home where the completion time will be extended to one (1) year. If you do not show progress toward your plan, you will be required to resubmit plans before starting any construction, fencing, painting, or landscaping project and restart the approval process. Time extensions may be requested. **Fines apply to any project started without approval.**

Natural Landscaping

Natural landscaping is defined as **planting** of native or ornamental grasses, native trees, and shrubs that are indigenous to this area. (Check with a local nursery for recommended native grass mixes.) Russian Olive, Cottonwood trees, and noxious weeds or shrubs such as Tamarisk are not allowed. Homeowners must keep natural grass areas mowed and all weeds controlled⁴.

Building Size

Any lot larger than 30,000 square feet in the subdivision must have at least a 2,000 sq. ft. single story residence or 1,500 sq. ft. on the main level for a total of 2,600 sq. ft. for a two-story residence and a minimum of a 3-car garage⁵. Outbuildings/garages are limited to 1,000 sq. ft.

Fines

A two-hundred dollar (\$200) fine will be assessed for any exterior building, fence, paint, or landscaping project that is started or completed without prior ARC approval. If the project is complete, the homeowner may be required to remove any unapproved changes.

¹ Baldrige Subdivision Covenants, Article 10, Section 4

² Baldrige Subdivision Covenants, Article 10, Section 3

³ Baldrige Subdivision Covenants, Article 4, Section 6

⁴ Baldrige Subdivision Covenants, Article 10, Section 16

⁵ Baldrige Subdivision Covenants, Article 10, Section 8

Baldrige Homeowners Association Rules, Regulations and Guidelines

Adopted: March 17, 2015; Board Approved: March 17, 2015

The Board of Directors (the “Board”) of the Baldrige Homeowners Association (the “Association”), acting pursuant to the powers set forth in the Association’s Articles of Incorporation, the Declaration of Covenants, Bylaws, and Rules and Regulations for the Baldrige Planned Unit Development - a common interest community (such documents being collectively referred to as the “Association Documents”) and the Colorado Common Interest Ownership Act (CCIOA), (the “Act”), has enacted the following Rules, Regulations and Guidelines for further explanation and details of the Association Documents and defining fines for violation of the such Documents. Unless the context otherwise indicates, words and terms with capitalized first letters shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in the Act.

A. General Restrictions Applicable to the Property. All real property within the subdivision shall be held, used, and enjoyed subject to the following limitations and restrictions and subject to the rights and reservations of the Declarant set forth in the Covenants. The strict application of the following limitations and restrictions in any specific case may be modified by the **Architectural Review Committee (ARC)** if such application would be unreasonable or unduly harsh under the circumstances. Any such modification must be in writing.

1. Maintenance of Property. No property shall be permitted to fall into disrepair and all property within the subdivision, including any improvements, shall be kept and maintained in a clean, attractive, and sightly condition. Maintenance, repair and upkeep of each lot shall be the responsibility of the Owner of the Lot. Homeowners must keep their property mowed to a height of 8” or less and all weeds controlled.

2. No Noxious or Offensive Activity. No noxious or offensive activity shall be engaged within the property, nor shall anything be done or placed thereon which is or may become a nuisance or cause an unreasonable embarrassment, disturbance, or annoyance to others. No offensive or hazardous activities may be done on any Lot or in any dwelling unit. No annoying lights, sound, or odors shall be permitted to emanate from any dwelling unit or lot.

3. Building Materials. No building materials shall be openly stored on any Lot except temporarily during continuous construction or alteration of Improvements on the property unless otherwise approved by the ARC.

4. No Unsightliness. All unsightly conditions, structures, facilities, equipment, objects and conditions shall be enclosed with a structure, including building materials, snow removal equipment, and garden or maintenance equipment, except when in actual use. When performing an outside activity that involves tools, materials, equipment, etc., return these items to the owner's enclosed structures when the activity has been completed.

Holiday lighting is considered temporary and is permitted between Thanksgiving through January of the next year.

5. Restrictions on Garbage and Trash. No refuse, garbage, trash, lumber, grass, shrub, tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind shall be kept, stored, or allowed to accumulate on any Lot except within an enclosed structure or appropriately screened from street or adjoining Lot view, except that any container containing such materials may be placed outside at such times as may be necessary to permit garbage, trash, or donation pick-up. Burning of trash is prohibited. Trash containers must be removed from the curb within 24 hours of pickup by the trash company.

6. Animals. No animal of any kind shall be permitted which in the opinion of the ARC or the Board, makes an unreasonable amount of noise or odor or is a nuisance. All household pets shall be controlled by the Owner. Each owner of a household pet shall be financially responsible and liable for any damage caused by said household pet. Pet containment areas are restricted to the rear yards and must not be too close to the Lot line allowing pets to threaten people walking on streets or trails.

7. Maintenance of Drainage. There shall be no interference with the established drainage pattern over any property within the Subdivision. The “established drainage pattern” shall mean the drainage pattern which exists at the time the overall grading of any property is completed in compliance with subdivision designed drainage requirements.

8. Compliance with Laws. Nothing shall be done or kept on any Lot in violation of any law, ordinance, rule or regulation of any governmental authority having jurisdiction over the Subdivision.

- a. It is against the laws of the Town of Severance (Ordinance No. 2013-01) to grow marijuana within the town boundaries of the Town of Severance, State of Colorado.
- b. Town of Severance law prohibits the smoking of marijuana on public property.

9. Restoration in the Event of Damage or Destruction. In the event of the damage or destruction of any Improvement on any Lot, the Owner thereof shall cause the damaged or destroyed Improvement to be restored or replaced to its original condition as may be approved in writing by the ARC, or the Owner shall cause the damaged or destroyed Improvement to be demolished and the Lot to be suitably landscaped, subject to the approval of the ARC, so as to present a pleasing and attractive appearance. Such rebuilding or restoration must be commenced within three (3) months after the damage or destruction occurs and thereafter diligently pursued to completion within a reasonable time not to exceed one (1) year after the date the damage occurred or such longer period of time as may be approved by the ARC due to unusual circumstances.

10. Vehicle Repairs and Garage Projects. No maintenance, servicing, repair, dismantling or painting of any type of vehicle, boat, machine or device may be carried on except within an enclosed structure. Garage/shed doors of the enclosed structures may be left open but minimized during these activities. This will help screen out the sights and sounds of these activities. When doors are open, these activities are limited to the hours of 7:00am to 10:00pm.

Garage projects which commonly use noisy equipment such as saws, planers, grinders, etc., fall under the same guidelines stated above.

11. Owner's Right to Lease Residence. All owners shall have the right to lease their residence provided that all Leases shall: (a) be in writing; (b) be for a Lot with a completed residence thereon; (c) provide that the terms of the Lease and the lessees's occupancy of the Lot shall be subject to the Subdivision Documents, and that any failure by the lessee to comply with any of the aforesaid documents in any respect shall be a default under such Lease, (d) all Leases shall provide that the terms of the Lease and the lessee's occupancy of the Lot shall be subject to the ordinances, regulations and fees or fines of the Subdivision and that any failure by the lessee to comply with any of the aforesaid obligations in any respect shall be a default under such Lease, and (e) such Owner shall notify the ARC and the Association's property management company immediately upon the leasing of such Lot and register with both entities giving both the names(s) of the tenant(s) and the new mailing information for notices to be sent directly to the Owner. All residences are restricted to one family.

12. Garage Doors. In order to further enhance the attractiveness of the Property, to discourage theft and vandalism, and to minimize garage damage from weather changes; garage doors shall be kept closed overnight and when no one is home. Garage doors can be left partially open at any time for ventilation, pet entry, etc. Keep garage storage consistent with Item 4 above.

13. Parking. No part of the public street adjoining the properties shall be used for parking, storage, or display of vehicles including private passenger vehicles and pickup trucks for more than 24 hours. Garages and ARC approved screened areas are the only areas approved for long term (more than 48 hours) parking. No parking is allowed on landscaped gravel or rocked areas in front of approved RV screening locations. Recreational Vehicles are allowed to be parked for 24 hours while loading or unloading. If more than 24 hours are required for RV preparation or cleaning, a variance for up to 48 hours should be requested from the Property Manager. Temporary parking of a visitor's RV vehicles is restricted to 24 hours.

14. Recreational Vehicles. No occupancy of recreational vehicles is allowed.

15. Control During Construction. During the period of construction of a dwelling unit or other improvements on a Lot, the Owner of the Lot or their contractor shall comply with all the construction rules and regulations contained in the Subdivision Documents. In addition, the Owner of the Lot and the contractor shall control dirt and dust, keep the surrounding streets reasonably clean and keep construction debris confined to a trash receptacle. All trash must be removed from the Lot on a regular basis. All construction debris which is blown by the wind shall be collected and placed in the trash receptacle. Construction debris may not be dumped or left on any of the Subdivision areas without the permission of the Owner of such property.

16. Solar Panels. Solar panels for home electrical or heating supply are allowed on house roofs and must follow the same ARC approval as other additions to the house's exterior.

B. Architectural Approval. Approval of the **Architectural Review Committee (ARC)** is required for any external improvement on any Lot. This includes house plans, building additions,

detached buildings, exterior painting, fencing and landscape plans. The ARC must review and approve all plans prior to the homeowner starting any exterior project. Penalties will be assessed for all unapproved activities and the homeowner may be required to remove any work started or completed without ARC Approval. Please review all Subdivision Documents including the Covenants prior to submitting a request and if in doubt please call the ARC Chair or Property Manager for guidance.

1. Submittal Process. The ARC Request form is available on the Property Management Company's website. The Request and attachments must be completed with all dimensions clearly defined (height, width, depth) for each project, must be drawn to scale with the scale identified, must list all materials being used, and where applicable, color samples attached. Landscape, building, driveway, and fencing requests must have a Lot site plan included with the ARC request. After reviewing to ensure the request is complete, the property management company will forward all requests to the ARC.

2. Approval Process. The ARC will review submitted plans for compliance with Subdivision Documents and approve, request clarification, or disapprove the requested project. In the case of projects requiring professional engineering approval, the request will be sent by the property management company to the engineer and to the ARC. The ARC will review the engineer's comments prior to approving or disapproving the project. The property owner will be notified in writing by the property management company with the approval or disapproval. **Fines apply to any project started without ARC approval.**

3. House Plans. When submitting house plans, the Request must be accompanied by a check in the amount of \$150 made payable to Baldrige HOA. Any project that requires professional engineering review will be assessed \$150.

4. Building Size. Any Lot larger than 30,000 square feet must have a minimum of 2,000 square foot single story residence or 1,500 square feet on the main level for a total of 2,600 square feet for a two-story residence and a minimum of a 3-car garage.

5. Natural Landscaping. Natural landscaping is defined as planting or seeding of native or ornamental grasses, trees, and shrubs that are indigenous to this zone. Local nurseries can recommend native grass mixes appropriate for our area. Russian Olive, Cottonwood trees, and noxious weeds or shrubs such as Tamarisk are not allowed.

6. Completion ARC-Approved Plans. Once ARC approval is received, work must begin within six (6) weeks. Six (6) months will be allowed to complete additions and landscaping projects. Up to one (1) year will be allowed for construction of house or detached buildings over 120 square feet. If you do not show progress toward your plan, the project must be resubmitted before starting any construction, fencing, painting, or landscaping project. One six (6) month extension may be requested from the ARC. The applicant must give written notice to the property management company upon completion of the project.

7. Inspection of Work. A duly authorized HOA representative shall have the right to inspect any Improvement to the Property prior to or after completion; provided that the right to inspect

shall terminate thirty (30) days after the written notice of completion has been received from the applicant.

8. No Implied Waiver. Failure to act by the ARC or the property management company shall not constitute a waiver with respect to future action to any Improvement to the Property.

9. Right to Contest. The homeowner has the right to contest the ARC decision if they believe the decision is contrary to Subdivision Documents. The appeal must be made to the Board according to the instructions in the Covenants.

10. Fines. The Board has the right to impose a two-hundred dollar (\$200) fine for any exterior building, fence, paint, or landscaping project that is started or completed without prior ARC approval or that is changed from the original approval. If the project is complete, the homeowner may be required to remove any unapproved changes.

C. Power to Grant Variances. The ARC may authorize variances from compliance with any of the provisions of ARC-related Subdivision Documents except for minimum house size requirements, including restrictions upon height, floor area or placement of structures or similar restrictions when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require such variances. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the ARC. If any such variance is granted, no violation of the provisions of the Subdivision Documents shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of the Subdivision documents for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental authority having jurisdiction.

D. Notice of Violation of Association Documents. Upon the occurrence of an alleged violation, the Association, acting through its authorized agent, shall first give a verbal notice of the violation to the Owner or tenant. If the violation has not been abated within 2 weeks a written notice of the violation will be mailed to the Owner or tenant.

1. All written notices shall include the following:

- a. A description of the alleged violation
- b. The opportunity to have a hearing before the Board regarding the alleged violation.
- c. A statement that if the Owner or tenant corrects the alleged violation before the hearing, and so notifies the Board, then no hearing will be held and no fine will be levied.
- d. A statement that if the Owner or tenant disputes the alleged violation, such person may appear at a hearing and be heard, and if, following the hearing, the Board finds the Owner or

tenant has violated the Association Documents, then the Board may take any enforcement action provided by the Association Documents and by law, including, but not limited to, the levying of fines or liens under these Rules.

2. Delivery Notice. The notice of hearing shall be personally delivered or mailed to the Owner or tenant by priority registered United States (US) mail, addressed to the Owner or tenant of record. The notice shall be considered received the earlier of the date of actual receipt by the Owner or tenant or three (3) days after being deposited in the US mail.

3. Second Notice. If the violation is not corrected within two weeks after the first written notice is delivered or if an extension is denied, a second written notice of the violation will be sent.

4. Final Notice. If the violation is not corrected within two weeks after the second notice has been sent or an extension granted by the Board, the Board will schedule a hearing.

5. The Hearing. The hearing shall be conducted by the Board. At the hearing, the alleged violator shall have the right personally, or by representative, to give testimony, make arguments, and submit documentary evidence, subject to reasonable rules of procedure established by the Board, to assure prompt resolution of issues.

6. Hearing Decision. The Board may make a decision on the alleged violation at the conclusion of the hearing and advise the alleged violator of the decision if such person is present, or make a decision with seven (7) days following the hearing, in which case, written notice of the decision shall be given to the alleged violator in the same manner in which notice of the hearing was given. The Board reserves the right to grant a variance to Subdivision regulations.

7. Repetitive Violations. Any violation that is corrected but repeated will be considered in violation from the **beginning date of the** first offense. Accumulative fines with interest apply.

8. Board of Appeals Fine. If the decision is that a violation has occurred then, in addition to any other enforcement remedies, the Board may levy a fine against the violating Owner or tenant in the amount of **\$25 per day** (or such other amount that the Board may determine to be reasonable). The fine shall be due on the day immediately following the Hearing Decision.

a. Legal Action. The Board thereafter shall commence legal action within a reasonable time (60 days) to collect the unpaid fine together with the Association's costs and attorney's fees. Any such fine shall constitute a lien on the Lot of the violating Owner or tenant as provided in the Covenants, and the Association shall have all collection remedies provided in the Association Documents and provided by law. All remedies shall be cumulative.

b. Voting Rights. Any unpaid fine for a violation suspends the Owner's voting rights.

c. Towing Rights. The Board reserves the right to have vehicles removed when determined to be in violation of the Subdivision Documents. The removal would be facilitated in conjunction with the Town of Severance. All associated costs will be assessed to the homeowner.

d. Lot Cleanup and Maintenance. The Board reserves the right to have any lot cleaned if it has been determined to be in violation of the Subdivision documents or to have the yard mowed where the grass has been allowed to exceed the 8 inch maximum height. These activities will be facilitated in conjunction with the Town of Severance. All associated costs will be assessed to the homeowner. In addition, the Town of Severance has an ordinance against vegetation higher than 12” and they can contract the work done at the property owner's expense.

E. Non-Payment of Fines. A late fee of fifty dollars (\$50) will be applied to a fine when the account becomes 30 days past due. Any fine more than 60 days past due will be charged accumulating interest in the amount of 10 percent (10%) per month on the unpaid amount. A lien will be placed on the property for any fine more than 90 days past due.

F. Conflict of Interest. In the event there is a conflict of interest by a member of the Board, the Board member will be prevented from voting or participating in the decision.

G. Board Meetings. The Board at times may conduct business via email. A copy of the email(s) must be kept with the permanent records of the Association. Any actions taken during this process will be validated at the next regular meeting of the Board. Special meetings of the Board are allowed provided a two (2) day advance notice is given to each Board member. The agenda for the regular bi-monthly Board meetings will be posted on the Association’s website two (2) days in advance.

H. Communications to Homeowners/Lessees. The Board will communicate with HOA members through the following:

1. The US Mail will be used for Annual Meeting notices with Proposed budgets and legal documents
2. The Property Management website contains The Architectural Review Request form, minutes of past meetings, approved budgets, event announcements, and newsletters.
3. Email will be used for emergency announcements, newsletters, and general communications. All email addresses in the Board’s possession have been volunteered by property owners. Those who change their minds and do not want to be contacted by email must call, mail, or email the Board or Property Manager and request removal of their email address from Board documents.
4. The Board and the Property Manager will endeavor to keep all email addresses and personal information confidential.

I. The term Emergency as it pertains to motorized vehicle use on BHOA Property is defined as: The use of motor-drive equipment on BHOA property when used in the pursuit of BHOA business. This includes mowing of grass, weeds and reeds, spraying of weeds, HOA construction projects, special Board - Approved projects, inspections by local governmental agencies, HOA approved contractors, and rescue, first aid, fire, etc equipment used to serve and protect the community. This precludes the recreational use of BHOA property for motor bikes, motor cycles, go-carts, four wheelers, and other recreational motorized vehicles.



5/21/2015

Brass Key Property Management
115 Riverside Ave.
Fort Collins, CO 80524
brasskey@brasskey.biz
970-224-9134

Architectural Review Request Form

Pursuant to the Declaration of Covenants, Rules, Regulations, Guidelines and the Board of Directors' Resolution regarding architectural control, I/we submit the following application:

Homeowner's Name: _____ Phone Number _____

Block No. _____ Lot No. _____ Address: _____

Submit two copies of Plans. Project start Date _____ Projected Completion Date _____

All plans must be drawn to the identified scale with complete measurements.

This request is for:

☐ New Residence, ☐ Detached Building, ☐ Landscaping, ☐ Fencing, ☐ Addition to House, ☐ Exterior Paint

Note: For a New Residence -- A check for \$150 must be included with this application for engineering review:

☐ Site Plan ☐ All Elevations ☐ Basement & Foundation

☐ Floor Plans ☐ Brick/Stone Placement ☐ Drainage Plan

Builder: _____ Phone No. _____

Spec Home: ☐ Yes ☐ No Excavation Date: _____ Projected Completion Date: _____

Style of Home: ☐ Ranch ☐ 2-Story ☐ Tri-level ☐ Four-level ☐ Other (specify) _____

Sq. Ft. 1st Level _____ Sq. Ft. 2nd Level _____ Sq. Ft. 3rd Level _____ Other _____ (specify) _____

Exterior Finish: _____ Type and No. of sq. ft. siding exposure _____

Paint Colors (be specific with paint brand, name, and color number and attach samples):

Body _____ Trim _____ Accent _____

Exterior Brick/Stone _____ Percentage of brick/stone on front/side elevation _____

Roof Shingle Style _____ Shingle Color _____ Roof Pitch _____

Garage Door Style (windows, paneled, or steel) _____ Color _____

Front Door Style _____ Color _____

Driveway Shape _____ Length _____ Composition _____

Culvert must be constructed of 18" ADS pipe with flared ends and cannot exceed 30' width

Detached Building: Sq. Ft. _____ Width _____ Length _____ Building Plans _____ Lot Layout Plan _____
(Exterior finish and roof pitch must match residence)
Driveway Width _____ Length _____ Composition _____

Fencing: _____ Width _____ Length _____

Lot Placement _____, Lot layout plan attached _____, Dog Run/Kennel Details attached _____.

Landscape Plan: Details Attached _____. Include all vegetation plantings which must include a minimum of two trees.
Lot layout plan attached _____

Addition to House: Sq. Ft._____, Width_____, Length_____, Building Plans_____, Lot Layout Plan _____.

Exterior Paint: (Samples must be attached). _____ Body _____ Trim
_____ Accent

Comments _____

I understand that under the Covenants and Rules, Regulations and Guidelines, the Committee will act on this request and provide me with a written response of their decision. I further understand and agree to the following provisions:

1. No work or commitment of work will be made by me until I have received written approval from the Association. All work will be done at my expense, and all future upkeep and maintenance will remain at my expense.
2. All work will be done expeditiously once commenced and will be done in good workmanlike manner by myself or a contractor.
3. All work will be performed at a time and in a manner to minimize interference and inconvenience to other home owners of the Association.
4. No trash or debris from the project will be placed on property belonging to other home owners or on Association common property.
5. I assume all liability and will be responsible for all damage and/or injury which may result from performance of this work.
6. I will be responsible for the conduct of all persons, agents, contractors, and employees who are connected to this project.
7. I will be responsible for complying with, and will comply with, all applicable federal, state, and local laws, codes, regulations, and requirements in connection with this work. I understand and agree that the Homeowners Association, its Board of Director, its agent(s), and the Architectural Review Committee have no responsibility with respect to such compliance and the Board of Director's or its designated Architectural Review Committee's approval of this request shall not be understood as the making of any representation or warranty that the plans, specifications, or work comply with any law, code, regulation, or governmental requirement.
8. The contractor name and contact number is: _____

9. In the event of approval, I will notify the Property Management Association in writing when the work is completed so that an inspection can be made to ensure this project conforms to what was approved.
10. If approved, work would start on or about _____ days after approval and would require approximately _____ days to be completed.

Submitted by: _____ Date _____
(Homeowner or Contractor's signature)

Approved by: _____ Date _____
(Baldrige HOA Architectural Review Committee)

Modification(s) Requested by ARC _____

Resubmitted by: _____ Date _____
(Homeowner or Contractor's signature)

Approved by: _____ Date _____
(Baldrige Architectural Review Committee)

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING	
C1	749.45'	650.00'	66°03'43"	708.62'	S32°57'40"E	
C2	250.68'	600.00'	23°56'17"	248.86'	S77°57'40"E	
C3	79.84'	600.00'	07°37'26"	79.78'	S69°48'14"E	
C4	170.84'	600.00'	16°18'51"	170.27'	S81°46'22"E	
C5	471.24'	300.00'	90°00'00"	424.26'	N44°55'48"W	
C6	224.74'	300.00'	42°55'22"	219.53'	N68°28'07"W	
C7	246.50'	300.00'	47°04'38"	239.62'	N23°28'07"W	
C8	114.64'	400.00'	16°25'14"	114.25'	S81°51'35"W	
C9	452.62'	900.00'	28°48'52"	447.86'	N88°03'24"E	
C10	6.20'	570.00'	00°37'25"	6.20'	N00°22'54"E	
C11	7.83'	675.00'	00°39'52"	7.83'	S00°15'44"E	
C12	88.50'	1000.00'	05°04'15"	88.47'	S75°00'02"E	
C13	109.79'	1000.00'	06°17'25"	109.73'	S69°19'12"E	
C14	313.51'	600.00'	29°56'17"	309.96'	N15°02'20"E	
C15	190.22'	800.00'	13°37'26"	189.78'	S23°11'46"W	
C16	248.90'	995.00'	14°19'58"	248.25'	S09°13'04"W	
C17	291.90'	610.00'	27°25'03"	289.12'	N15°45'37"E	
C18	235.99'	610.00'	22°09'58"	234.52'	N13°08'05"E	
C19	55.91'	610.00'	05°15'05"	55.89'	N26°50'36"E	
C20	152.59'	610.00'	14°19'58"	152.20'	S09°13'04"W	
C21	92.85'	240.00'	22°09'58"	92.27'	S76°51'55"E	
C22	22.68'	50.00'	25°59'42"	22.49'	N09°19'02"E	
C23	31.65'	20.00'	90°39'52"	28.45'	N45°15'44"W	
C24	31.18'	20.00'	89°20'08"	28.12'	S44°44'16"W	
C25	31.65'	20.00'	90°39'52"	28.45'	N45°15'44"W	
C26	31.18'	20.00'	89°20'08"	28.12'	S44°44'16"W	
C27	31.42'	20.00'	90°00'00"	28.28'	N45°04'12"E	
C28	31.42'	20.00'	90°00'00"	28.28'	N44°55'48"W	
C29	149.34'	675.00'	12°40'35"	149.03'	S06°55'57"E	
C30	172.82'	675.00'	14°40'11"	172.35'	S20°36'20"E	
C31	153.24'	675.00'	13°00'27"	152.91'	S34°26'39"E	
C32	154.96'	675.00'	13°09'13"	154.62'	S47°31'29"E	
C33	140.08'	675.00'	11°53'26"	139.83'	S60°02'48"E	
C34	16.76'	10.00'	96°00'00"	14.86'	N17°59'31"W	
C35	105.19'	830.00'	07°15'41"	105.12'	S26°22'38"W	
C36	92.17'	830.00'	06°21'45"	92.12'	S19°33'56"W	
C37	16.33'	10.00'	93°34'10"	14.58'	N63°10'08"E	
C38	65.88'	975.00'	03°52'17"	65.87'	S68°06'38"E	
C39	36.14'	50.00'	41°24'35"	35.36'	S45°28'12"E	
C40	42.63'	50.00'	48°51'02"	41.35'	N49°11'26"W	
C41	49.57'	50.00'	56°47'58"	47.56'	S77°59'04"W	
C42	46.39'	50.00'	53°09'15"	44.74'	S23°00'28"W	
C43	55.16'	50.00'	63°12'13"	52.40'	S35°10'16"E	
C44	35.61'	50.00'	40°48'42"	34.87'	S87°10'43"E	
C45	36.14'	50.00'	41°24'35"	35.36'	N66°52'47"W	
C46	229.35'	50.00'	262°49'09"	75.00'	S23°49'30"W	
C47	73.58'	1025.00'	04°06'47"	73.57'	S68°13'53"E	
C48	15.13'	10.00'	86°40'20"	13.73'	N26°57'07"W	
C49	67.02'	1025.00'	03°44'47"	67.01'	S14°30'40"W	
C50	189.39'	1025.00'	10°35'11"	189.12'	S07°20'41"W	
C51	133.22'	580.00'	13°09'38"	132.93'	N08°37'55"E	
C52	144.32'	580.00'	14°15'25"	143.95'	N22°20'26"E	
C53	46.36'	50.00'	53°07'48"	44.72'	N56°02'03"E	
C54	114.84'	50.00'	131°35'35"	91.21'	S16°48'09"W	
C55	52.22'	50.00'	59°50'24"	49.88'	N59°23'21"E	
C56	24.18'	640.00'	02°09'53"	24.18'	N28°23'12"E	
C57	59.48'	265.00'	12°51'40"	59.36'	S72°12'46"E	
C58	43.04'	265.00'	09°18'18"	42.99'	S83°17'45"E	
C59	36.14'	50.00'	41°24'35"	35.36'	N67°14'37"W	
C60	56.14'	50.00'	64°19'38"	53.23'	S78°42'09"E	
C61	40.86'	50.00'	46°49'10"	39.73'	N45°43'28"E	
C62	109.67'	50.00'	123°40'40"	88.97'	N66°31'09"W	
C63	36.14'	50.00'	41°24'35"	35.36'	N71°20'48"E	
C64	15.71'	10.00'	90°00'00"	14.14'	S42°56'54"E	
C65	108.09'	585.00'	10°35'11"	107.94'	S07°20'41"W	
C66	38.25'	585.00'	03°44'47"	38.24'	S14°30'40"W	
C67	15.02'	10.00'	86°04'47"	13.65'	S59°25'27"W	
C68	16.13'	930.00'	00°59'37"	16.13'	S78°01'59"E	
C69	93.45'	930.00'	05°45'27"	93.42'	S81°24'31"E	
C70	5.91'	325.00'	01°02'28"	5.91'	N00°27'02"W	
C71	36.39'	50.00'	41°41'49"	35.59'	S69°50'33"E	
C72	15.52'	10.00'	88°54'09"	14.01'	S60°50'08"W	
C73	63.10'	965.00'	03°44'47"	63.08'	S14°30'40"W	
C74	128.68'	965.00'	07°38'25"	128.59'	S08°49'04"W	
C75	49.62'	965.00'	02°56'46"	49.61'	S03°31'29"W	
C76	92.59'	640.00'	08°17'21"	92.51'	N06°11'46"E	
C77	93.45'	930.00'	05°45'26"	93.41'	S87°09'58"E	
C78	111.73'	930.00'	06°53'00"	111.66'	N86°30'49"E	
C79	111.00'	930.00'	06°50'19"	110.93'	N79°39'10"E	
C80	41.94'	930.00'	02°35'02"	41.94'	N74°56'29"E	
C81	70.01'	370.00'	10°50'29"	69.91'	S79°04'12"W	
C82	16.68'	10.00'	95°34'45"	14.81'	N47°43'11"W	
C83	36.14'	50.00'	41°24'35"	35.36'	N20°46'29"E	
C84	39.23'	50.00'	44°56'58"	38.23'	S19°00'18"W	
C85	49.72'	50.00'	56°58'11"	47.69'	S31°57'17"E	
C86	69.31'	50.00'	79°25'07"	63.89'	N79°51'05"E	
C87	60.97'	50.00'	69°51'48"	57.26'	N05°12'38"E	
C88	10.14'	50.00'	11°37'07"	10.12'	N35°31'49"W	
C89	36.14'	50.00'	41°24'35"	35.36'	S20°38'05"E	
C90	15.71'	10.00'	90°00'00"	14.14'	S45°04'12"W	
C91	229.35'	50.00'	262°49'09"	75.00'	S89°55'48"E	
C92	120.53'	640.00'	10°47'25"	120.35'	N15°44'09"E	
C93	229.35'	50.00'	262°49'09"	75.00'	N02°03'06"E	
C94	203.44'	50.00'	233°07'48"	89.44'	S33°57'57"E	
C95	21.01'	625.00'	01°55'33"	21.01'	S00°53'34"E	
C96	139.05'	625.00'	12°44'50"	138.76'	S08°13'45"E	
C97	143.62'	625.00'	13°09'58"	143.31'	S21°11'09"E	
C98	143.62'	625.00'	13°09'58"	143.31'	S34°21'08"E	
C99	143.62'	625.00'	13°09'58"	143.31'	S47°31'06"E	

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING	
C100	129.71'	625.00'	11°53'26"	129.47'	S60°02'48"E	
C101	14.66'	10.00'	84°00'00"	13.38'	N72°00'29"E	
C102	124.79'	570.00'	12°32'39"	124.55'	N23°44'09"E	
C103	166.84'	570.00'	16°46'13"	166.24'	N09°04'43"E	
C104	10.73'	630.00'	00°58'35"	10.73'	N00°33'29"E	
C105	187.54'	630.00'	17°03'22"	186.85'	N09°34'27"E	
C106	99.99'	630.00'	09°05'38"	99.89'	N22°38'57"E	
C107	30.92'	630.00'	02°48'43"	30.91'	N28°36'07"E	
C108	16.76'	10.00'	96°00'00"	14.86'	S17°59'31"E	
C109	111.20'	575.00'	11°04'48"	111.02'	S71°31'55"E	
C110	129.04'	575.00'	12°51'29"	128.77'	S83°30'04"E	
C111	38.09'	325.00'	06°42'52"	38.07'	N86°34'22"W	
C112	65.73'	325.00'	11°35'14"	65.61'	N77°25'19"W	
C113	105.64'	325.00'	18°37'27"	105.18'	N62°18'58"W	
C114	14.66'	10.00'	84°00'11"	13.38'	N84°59'40"E	
C115	36.14'	50.00'	41°24'35"	35.36'	N22°17'17"E	
C116	39.29'	50.00'	45°01'09"	38.28'	S24°05'34"W	
C117	48.64'	50.00'	55°43'59"	46.74'	S74°28'08"W	
C118	47.45'	50.00'	54°22'20"	45.69'	N50°28'43"W	
C119	41.15'	50.00'	47°09'23"	40.00'	N00°17'09"E	
C120	52.83'	50.00'	60°32'19"	50.41'	N54°08'00"E	
C121	36.14'	50.00'	41°24'35"	35.36'	S63°41'52"W	
C122	14.66'	10.00'	84°00'11"	13.38'	S00°59'29"W	
C123	87.47'	325.00'	15°25'14"	87.21'	N33°17'59"W	
C124	75.17'	325.00'	13°15'06"	75.00'	N18°57'49"W	
C125	64.48'	325.00'	11°22'00"	64.37'	N06°39'16"W	
C126	15.71'	10.00'	90°00'00"	14.14'	S44°55'48"E	
C127	229.35'	50.00'	262°49'09"	75.00'	N47°00'26"W	
C128	48.70'	625.00'	04°27'51"	48.68'	S68°12'37"E	
C129	15.16'	10.00'	86°50'25"	13.75'	N27°02'10"W	
C130	15.02'	10.00'	86°04'47"	13.65'	N59°25'27"E	
C131	46.24'	970.00'	02°43'53"	46.24'	S76°10'14"E	
C132	15.92'	10.00'	91°11'20"	14.29'	S29°12'37"E	
C133	98.25'	770.00'	07°18'39"	98.18'	S20°02'23"W	
C134	84.84'	770.00'	06°18'46"	84.80'	S26°51'05"W	
C135	14.66'	10.00'	84°00'00"	13.38'	S72°00'29"W	
C136	15.16'	10.00'	86°50'25"	13.75'	S59°48'16"W	
C137	96.74'	625.00'	08°52'07"	96.65'	S81°12'35"E	
C138	46.75'	625.00'	04°17'09"	46.74'	S87°47'13"E	
C139	142.11'	275.00'	29°36'29"	140.53'	N75°07'33"W	
C140	127.34'	275.00'	26°31'54"	126.21'	N47°03'22"W	
C141	140.36'	275.00'	29°14'38"	138.84'	N19°10'06"W	
C142	22.16'	275.00'	04°36'59"	22.15'	N02°14'18"W	
C143	14.91'	10.00'	85°26'15"	13.57'	N42°47'20"E	
C144	88.99'	430.00'	11°51'29"	88.84'	S79°34'43"W	
C145	14.38'	870.00'	00°56'48"	14.36'	N74°07'22"E	
C146	107.99'	870.00'	07°06'44"	107.92'	N78°09'08"E	
C147	108.07'	870.00'	07°07'02"	108.00'	N85°16'01"E	
C148	108.07'	870.00'	06°31'17"	98.97'	S80°47'48"E	
C149	99.02'	870.00'	06°31'17"	98.97'	S80°47'48"E	
C150	16.39'	10.00'	93°55'13"	14.62'	S30°34'33"E	
C151	16.39'	10.00'	93°55'13"	14.62'	S30°34'33"E	
C152	41.52'	635.00'	03°44'47"	41.51'	S14°30'40"W	
C153	91.96'	635.00'	08°17'51"	91.88'	S08°29'21"W	
C154	25.37'	635.00'	02°17'20"	25.36'	S03°11'45"W	
C155	15.71'	10.00'	90°00'00"	14.14'	N47°03'06"E	
C156	83.18'	215.00'	22°09'58"	82.66'	S76°51'55"E	
C157	15.17'	10.00'	86°54'48"	13.76'	S22°19'32"E	
C158	15.17'	10.00'	86°54'48"	13.76'	S70°45'40"W	
C159	50.74'	1030.00'	02°49'22"	50.74'	S76°07'29"E	

LINE TABLE		
LINE	LENGTH	BEARING
L1	20.00	S60°31'51"E
L2	11.06	N00°00'00"E

SUBDIVISION PLAT

REVISIONS:

DATE:

C104	10.73'	630.00'	00°58'35"	166.24'	N09°04'43"E
C105	187.54'	630.00'	17°03'22"	10.73'	N00°33'29"E
C106	99.99'	630.00'	09°05'38"	186.85'	N09°34'27"E
C107	30.92'	630.00'	02°48'43"	99.89'	N22°38'57"E
C108	16.76'	10.00'	96°00'00"	30.91'	N28°36'07"E
C109	111.20'	575.00'	11°04'48"	14.86'	S17°59'31"E
C110	129.04'	575.00'	12°51'29"	128.77'	S71°31'55"E
C111	38.09'	325.00'	06°42'52"	38.07'	S83°30'04"E
C112	65.73'	325.00'	11°35'14"	65.61'	N77°25'19"W
C113	105.64'	325.00'	18°37'27"	105.18'	N62°18'58"W
C114	14.66'	10.00'	84°00'11"	13.38'	N84°59'40"E
C115	36.14'	50.00'	41°24'35"	35.36'	N22°17'17"E
C116	39.29'	50.00'	45°01'09"	38.28'	S24°05'34"W
C117	48.64'	50.00'	55°43'59"	46.74'	S74°28'08"W
C118	47.45'	50.00'	54°22'20"	45.69'	N50°28'43"W
C119	41.15'	50.00'	47°09'23"	40.00'	N00°17'09"E
C120	52.83'	50.00'	60°32'19"	50.41'	N54°08'00"E
C121	36.14'	50.00'	41°24'35"	35.36'	S63°41'52"W
C122	14.66'	10.00'	84°00'11"	13.38'	S00°59'29"W
C123	87.47'	325.00'	15°25'14"	87.21'	N33°17'59"W
C124	75.17'	325.00'	13°15'06"	75.00'	N18°57'49"W
C125	64.48'	325.00'	11°22'00"	64.37'	N06°39'16"W
C126	15.71'	10.00'	90°00'00"	14.14'	S44°55'48"E
C127	229.35'	50.00'	262°49'09"	75.00'	N47°00'26"W
C128	48.70'	625.00'	04°27'51"	48.68'	S68°13'27"E
C129	15.16'	10.00'	86°50'25"	13.75'	N27°02'10"W
C130	15.02'	10.00'	86°04'47"	13.65'	N59°25'27"E
C131	46.24'	970.00'	02°43'53"	46.24'	S76°10'14"E
C132	15.92'	10.00'	91°11'20"	14.29'	S29°12'33"E
C133	98.25'	770.00'	07°18'39"	98.18'	S20°02'23"W
C134	84.84'	770.00'	06°18'46"	84.80'	S26°51'05"W
C135	14.66'	10.00'	84°00'00"	13.38'	S72°00'29"W
C136	15.16'	10.00'	86°50'25"	13.75'	S59°48'16"W
C137	96.74'	625.00'	08°52'07"	96.65'	S81°12'35"E
C138	46.75'	625.00'	04°17'09"	46.74'	S87°47'13"E
C139	142.11'	275.00'	29°36'29"	140.53'	N75°07'33"W
C140	127.34'	275.00'	26°31'54"	126.21'	N47°03'22"W
C141	140.36'	275.00'	29°14'38"	138.84'	N19°10'06"W
C142	22.16'	275.00'	04°36'59"	22.15'	N02°14'18"W
C143	14.91'	10.00'	85°26'15"	13.57'	N42°47'20"E
C144	88.99'	430.00'	11°51'29"	88.84'	S79°34'43"W
C145	14.38'	870.00'	00°56'48"	14.38'	N74°07'22"E
C146	107.99'	870.00'	07°06'44"	107.92'	N78°09'08"E
C147	108.07'	870.00'	07°07'02"	108.00'	N85°16'01"E
C148	108.07'	870.00'	07°07'02"	108.00'	S87°36'58"E
C149	99.02'	870.00'	06°31'17"	98.97'	S80°47'48"E
C150	16.39'	10.00'	93°55'13"	14.62'	S30°34'33"E
C151	16.39'	10.00'	93°55'13"	14.62'	N30°34'33"W
C152	41.52'	635.00'	03°44'47"	41.51'	S14°30'40"W
C153	91.96'	635.00'	08°17'51"	91.88'	S08°29'21"W
C154	25.37'	635.00'	02°17'20"	25.36'	S03°11'45"W
C155	15.71'	10.00'	90°00'00"	14.14'	N47°03'06"E
C156	83.18'	215.00'	22°09'58"	82.66'	S76°51'55"E
C157	15.17'	10.00'	86°54'48"	13.76'	S22°19'32"E
C158	15.17'	10.00'	86°54'48"	13.76'	S70°45'40"W
C159	50.74'	1030.00'	02°49'22"	50.74'	S76°07'29"E

6	224.74'	300.00'	42°55'22"	219.53'	N44°55'48"W
7	246.50'	300.00'	47°04'38"	239.62'	N23°28'07"W
8	114.64'	400.00'	16°25'14"	114.25'	S81°51'35"W
9	452.62'	900.00'	28°48'52"	447.86'	N88°03'24"E
0	6.20'	570.00'	00°37'25"	6.20'	N00°22'54"E
1	7.83'	675.00'	00°39'52"	7.83'	S00°15'44"E
2	88.50'	1000.00'	05°04'15"	88.47'	S75°00'02"E
3	109.79'	1000.00'	06°17'25"	109.73'	S69°19'12"E
4	313.51'	600.00'	29°56'17"	309.96'	N15°02'20"E
5	190.22'	800.00'	13°37'26"	189.78'	S23°11'46"W
6	248.90'	995.00'	14°19'58"	248.25'	S09°13'04"W
7	291.90'	610.00'	27°25'03"	289.12'	N15°45'37"E
8	235.99'	610.00'	22°09'58"	234.52'	N13°08'05"E
9	55.91'	610.00'	05°15'05"	55.89'	N26°50'36"E
0	152.59'	610.00'	14°19'58"	152.20'	S09°13'04"W
1	92.85'	240.00'	22°09'58"	92.27'	S76°51'55"E
2	22.68'	50.00'	25°59'42"	22.49'	N09°19'02"E
3	31.65'	20.00'	90°39'52"	28.45'	N45°15'44"W
4	31.18'	20.00'	89°20'08"	28.12'	S44°44'16"W
5	31.65'	20.00'	90°39'52"	28.45'	N45°15'44"W
6	31.18'	20.00'	89°20'08"	28.12'	S44°44'16"W
7	31.42'	20.00'	90°00'00"	28.28'	N45°04'12"E
8	31.42'	20.00'	90°00'00"	28.28'	N44°55'48"W
9	149.34'	675.00'	12°40'35"	149.03'	S06°55'57"E
0	172.82'	675.00'	14°40'11"	172.35'	S20°36'20"E
1	153.24'	675.00'	13°00'27"	152.91'	S34°26'39"E
2	154.96'	675.00'	13°09'13"	154.62'	S47°31'29"E
3	140.08'	675.00'	11°53'26"	139.83'	S60°02'46"E
4	16.76'	10.00'	96°00'00"	14.86'	N17°59'31"W
5	105.19'	830.00'	07°15'41"	105.12'	S26°22'38"W
6	92.17'	830.00'	06°21'45"	92.12'	S19°33'56"W
7	16.33'	10.00'	93°34'10"	14.58'	N63°10'08"E
8	65.88'	975.00'	03°52'17"	65.87'	S68°06'38"E
9	36.14'	50.00'	41°24'35"	35.36'	S45°28'12"E
0	42.63'	50.00'	48°51'02"	41.35'	N49°11'26"W
1	49.57'	50.00'	56°47'58"	47.56'	S77°59'04"W
2	46.39'	50.00'	53°09'15"	44.74'	S23°00'28"W
3	55.16'	50.00'	63°12'13"	52.40'	S35°10'16"E
4	35.61'	50.00'	40°48'42"	34.87'	S87°10'43"E
5	36.14'	50.00'	41°24'35"	35.36'	N86°52'47"W
6	229.35'	50.00'	262°49'09"	75.00'	S23°49'30"W
7	73.58'	1025.00'	04°06'47"	73.57'	S68°13'53"E
8	15.13'	10.00'	86°40'20"	13.73'	N26°57'07"W
9	67.02'	1025.00'	03°44'47"	67.01'	S14°30'40"W
0	189.39'	1025.00'	10°35'11"	189.12'	S07°20'41"W
1	133.22'	580.00'	13°09'38"	132.93'	N08°37'55"E
2	144.32'	580.00'	14°15'25"	143.95'	N22°20'26"E
3	46.36'	50.00'	53°07'48"	44.72'	N56°02'03"E
4	114.84'	50.00'	131°35'35"	91.21'	S16°48'09"W
5	52.22'	50.00'	59°50'24"	49.88'	N59°23'21"E
6	24.18'	640.00'	02°09'53"	24.18'	N28°23'12"E
7	59.48'	265.00'	12°51'40"	59.36'	S72°12'46"E
8	43.04'	265.00'	09°18'18"	42.99'	S83°17'45"E
9	36.14'	50.00'	41°24'35"	35.36'	N67°14'37"W
0	56.14'	50.00'	64°19'38"	53.23'	S78°42'09"E
1	40.86'	50.00'	46°49'10"	39.73'	N45°43'28"E
2	109.67'	50.00'	125°40'40"	88.97'	N66°31'09"W
3	36.14'	50.00'	41°24'35"	35.36'	N71°20'48"E
4	108.09'	585.00'	10°35'11"	107.94'	S42°56'54"E
5	38.25'	585.00'	03°44'47"	38.24'	S14°30'40"W
6	15.02'	10.00'	86°04'47"	13.65'	S59°25'27"W
7	16.13'	930.00'	00°59'37"	16.13'	S78°01'59"E
8	93.45'	930.00'	05°45'27"	93.42'	S81°24'31"E
9	5.91'	325.00'	01°02'28"	5.91'	N00°27'02"W
0	36.39'	50.00'	41°41'49"	35.59'	S69°50'33"E
1	15.52'	10.00'	88°54'09"	14.01'	S60°50'08"W
2	63.10'	965.00'	03°44'47"	63.08'	S14°30'40"W
3	128.68'	965.00'	07°38'25"	128.59'	S08°49'04"W
4	49.62'	965.00'	02°56'46"	49.61'	S03°31'29"W
5	92.59'	640.00'	08°17'21"	92.51'	N06°11'46"E
6	93.45'	930.00'	05°45'26"	93.41'	S87°09'58"E
7	111.73'	930.00'	06°53'00"	110.66'	N86°30'49"E
8	111.00'	930.00'	06°50'19"	110.93'	N79°39'10"E
9	41.94'	930.00'	02°35'02"	41.94'	N74°56'29"E
0	70.01'	370.00'	10°50'29"	69.91'	S79°04'12"W
1	16.68'	10.00'	95°34'45"	14.81'	N47°43'11"W
2	36.14'	50.00'	41°24'35"	35.36'	N20°46'29"E
3	39.23'	50.00'	44°56'56"	38.23'	S19°00'18"W
4	49.72'	50.00'	56°58'11"	47.69'	S31°57'17"E
5	69.31'	50.00'	79°25'07"	63.89'	N79°51'05"E
6	60.97'	50.00'	69°51'48"	57.26'	N05°12'38"E
7	10.14'	50.00'	11°37'07"	10.12'	N35°31'49"W
8	36.14'	50.00'	41°24'35"	35.36'	S20°38'05"E
9	15.71'	10.00'	90°00'00"	14.14'	S45°04'12"W
0	229.35'	50.00'	262°49'09"	75.00'	S89°55'48"E
1	120.53'	640.00'	10°47'25"	120.35'	N15°44'09"E
2	229.35'	50.00'	262°49'09"	75.00'	N02°03'06"E
3	203.44'	50.00'	233°07'48"	89.44'	S33°57'57"E
4	21.01'	625.00'	01°55'33"	21.01'	S00°53'34"E
5	139.05'	625.00'	12°44'50"	138.76'	S08°13'45"E
6	143.62'	625.00'	13°09'58"	143.31'	S21°11'09"E
7	143.62'	625.00'	13°09'58"	143.31'	S34°21'08"E
8	143.62'	625.00'	13°09'58"	143.31'	S47°31'06"E

LINE TABLE

LINE	LENGTH	BEARING
L1	20.00	S60°31'51"E
L2	11.06	N89°24'20"E
L3	28.77	S29°28'09"W
L4	14.65	S29°28'09"W
L5	40.62	N89°18'33"E
L6	28.77	N89°18'33"E

REVISIONS:

GROUNDWATER NOTE

DATE:

3/7/00



KING SURVEYING

SUBDIVISION PLAT
BALDRIDGE SUBDIVISION SECOND FILING
IBC COMPANY, INC
P.O. BOX 300

PROJECT #:
99048-A

Baldrige Attachment A

Buyer acknowledges receipt of the Following:

- 1. Baldrige CC&R'S**
- 2. Baldrige General Soils Report**
- 3. Baldrige Updated Lot Availability**
- 4. Baldrige Updated FAQ 12-14-14**
- 5. Baldrige Flyer and price list**
- 6. Baldrige Plat A and B**
- 7. Baldrige Addendum B**
- 8. 2014 HOA Dues \$225.00 per year**
- 9. HOA transfer fee is \$100.00 and Status Letter is \$50.00**
- 10. No oil, gas or mineral rights are included in the sale of this lot.**
- 11. No raw water, water or sewer taps or permit fees , plant service fee or school impact fees are included in the price of this lot. Raw water may be purchased through the Town of Severance at the most recently updated raw water prices. Check www.townofseverance.org for accurate raw water and permit fees. Contact person at town of Severance is Sharla. 970-686-1218**
- 12. Buyer acknowledges receipt of Closing Instructions and Source of Water Addendum.**

Buyer_____

Seller_____

**BALDRIDGE SUBDIVISION SECOND FILING
NOTICE OF MAINTENANCE OF DRAINAGE IMPROVEMENTS**

The surface water drainage system has been designed and constructed as part of the Baldrige Subdivision Second Filing infrastructure. This system of pipes and channels conveys stormwater runoff from the individual lots to adjacent regional water features.

This system can only function if maintained adequately. It is the responsibility of the property owner to maintain the improvements immediately adjacent to the owner's lot as follows:

1. Driveway Culvert

A culvert shall be installed at the proper slope beneath each driveway and shall be of the type and size shown on the detail attached as part of this notice. This culvert shall remain unobstructed to allow runoff to proceed as outlined in the original plans. A flared end or transition section of pipe shall be installed at each end of the driveway culvert.

2. Street Channel

A 24" deep minimum channel is located along both sides of the asphalt roadway. This swale shall be maintained to the grade and shape as outlined by the approved construction plans. The homeowner is responsible for establishing ground cover TO THE EDGE IF THE PAVEMENT and is responsible for the maintenance of this area.

3. Side Yard and Rear Yard Channels

Channels along lot lines which are required to facilitate individual lot drainage or which are installed to convey runoff through the subdivision shall be maintained by the homeowner to the grade and shape as outlined in the approved construction plans. Fencing, landscaping material, gardens or edging shall not obstruct the channel or modify it in a manner which would impede the flow of stormwater. The homeowner is responsible for establishing ground cover to the owner's property line and providing adequate maintenance of this area.

As evidenced by my/our signatures below, I/we have read this notice, understand its contents and understand that this acknowledgement is a required part of the closing documents.

_____ Signature	_____ Date
--------------------	---------------

_____ Signature	_____ Date
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4-30-15

Available Lots

	LOT	BLK	SIZE	ADDRESS	PRICE	FEATURES
RES	9	2	.69 Acre	1302 Park Ridge Drive	\$77,000	Plant Investment Fee INC
RES	11	3	.32 Acre	1330 Park Ridge Drive	\$54,890	Plant Investment Fee INC
	7	5	.39 Acre	1210 Baldridge Drive	\$77,000	Level Lot, Faces West
	28	7	.38 Acre	1234 Baldridge Drive	\$82,000	Level Lot, Faces North West
	3	6	.42 Acre	1119 Green Ridge Drive	\$72,600	Level Lot, Faces East
RES	4	6	.39 Acre	1121 Green Ridge Drive	\$72,600	Level Lot, Faces East
	24	7	.46 Acre	2122 Blue Ridge Drive	\$88,000	Level Lot, Backs South Views
	27	7	.36 Acre	2128 Blue Ridge Drive	\$92,000	Level Lot, Backs NW Corner
	15	7	.35 Acre	1122 Green Ridge Drive	\$91,300	Level, Backs East & to Lake
	13	7	.54 Acre	1118 Green Ridge Drive	\$95,700	Level, Backs to Lake & Grnblt
	9	1	1.34 Acre	2025 Trail Ridge Drive	\$119,790	?W/O Culdesac, Faces South, Backs to Lake and Walking Trail

BALDRIDGE
Severance, Colorado
www.BaldridgeEstates.com



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