



Community Planning & Permitting

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302 • Tel: 303.441.3930 • Fax: 303.441.4856
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BOULDER COUNTY PLANNING COMMISSION

June 15, 2022 at 3:00 pm

Due to COVID-19 concerns, this hearing will be held virtually.

PUBLIC HEARING

STAFF PLANNER: Pete L'Orange, Planner II

Docket SD-22-0001: NIWOT HILLS TDR/PUD SUBDIVISION FILING 3

Request: Request for a combined preliminary plan and final plat for the creation of eleven lots within the planned unit development of Niwot Hills using Transferable Development Rights.

Location: At 6775 Niwot Hills Drive, Parcel #131532026009, near the southwest corner of Niwot Road and North 95th Street, in Section 32, Township 2N, Range 69W.

Zoning: Agricultural (A)

Owner: Niwot Hills LLC

Applicant: Ridgeline Development Corporation

Agent: Jason Markel, Ridgeline Development Corporation; Cameron Knapp, Drexell, Barrell, & Co.

PACKET CONTENTS

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BACKGROUND

In 1999, Resolution 99-142 approved a Sketch Plan for a transferable development rights/planned unit development subdivision (TDR/PUD) consisting of 46 lots on an approximately 160-acre parcel (Figure 1). A Preliminary Plan for Phase I of the subdivision, consisting of 17 lots was approved in April of 2000 (Resolution 2000-56). The Final Plat for Phase I, consisting of 19 development lots, one remainder development lot, and two Outlots was approved through Resolution 2002-132 in October of 2002 (Figure 2).

A combined Preliminary Plan and Final Plat for Phase II, consisting of seven (7) development lots and one (1) remainder development lot was approved in March of 2019 through Resolution 2019-18 (Figure 3).

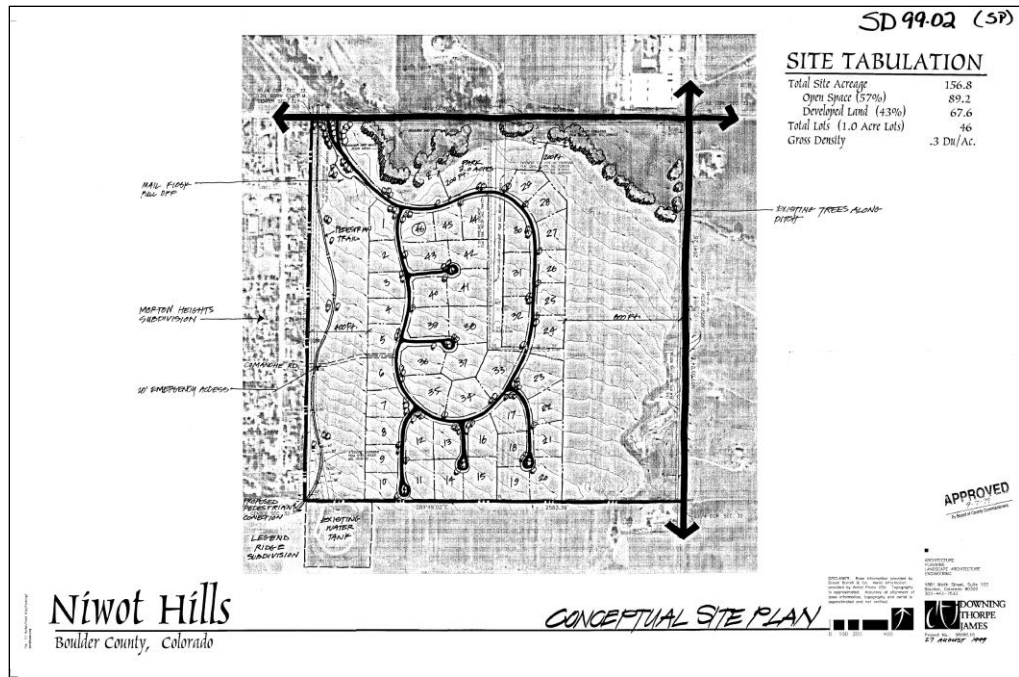


Figure 1: Approved Sketch Plan for Niwot Hills TDR/PUD

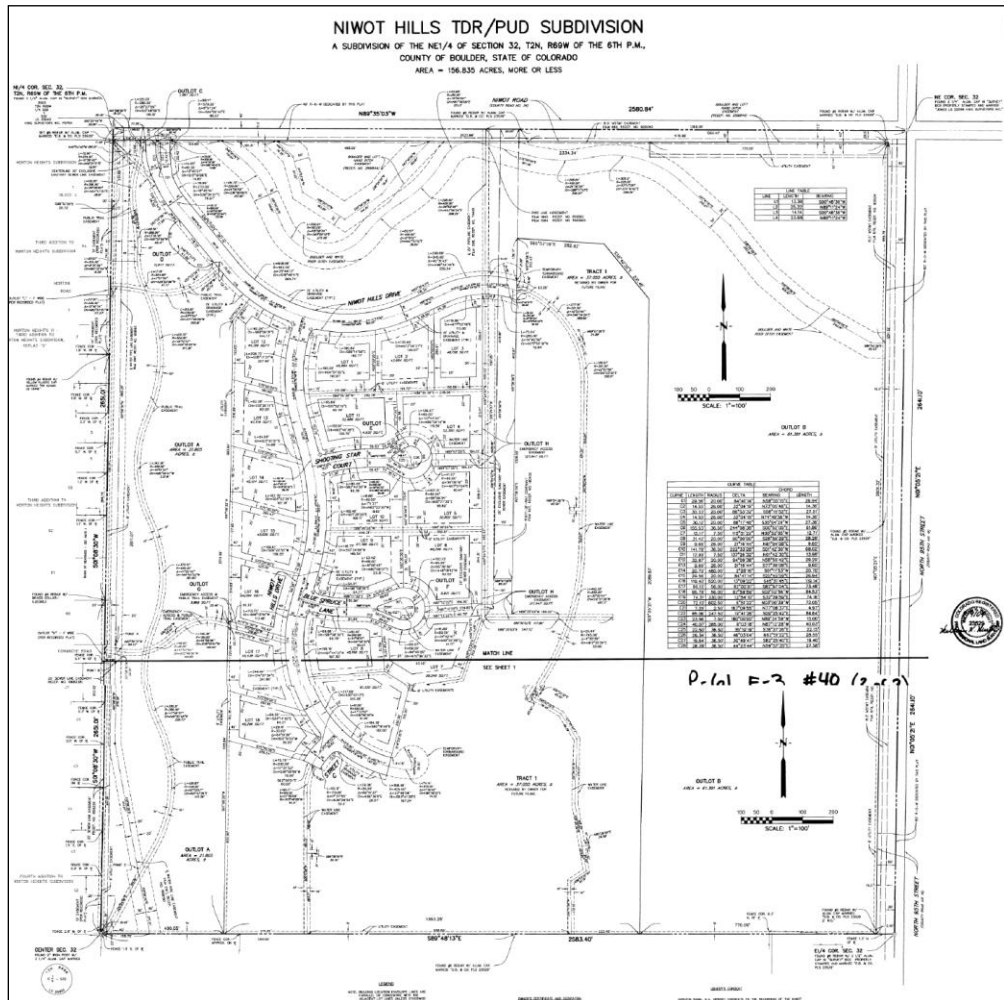


Figure 2: Final Plat for Niwot Hills Phase I

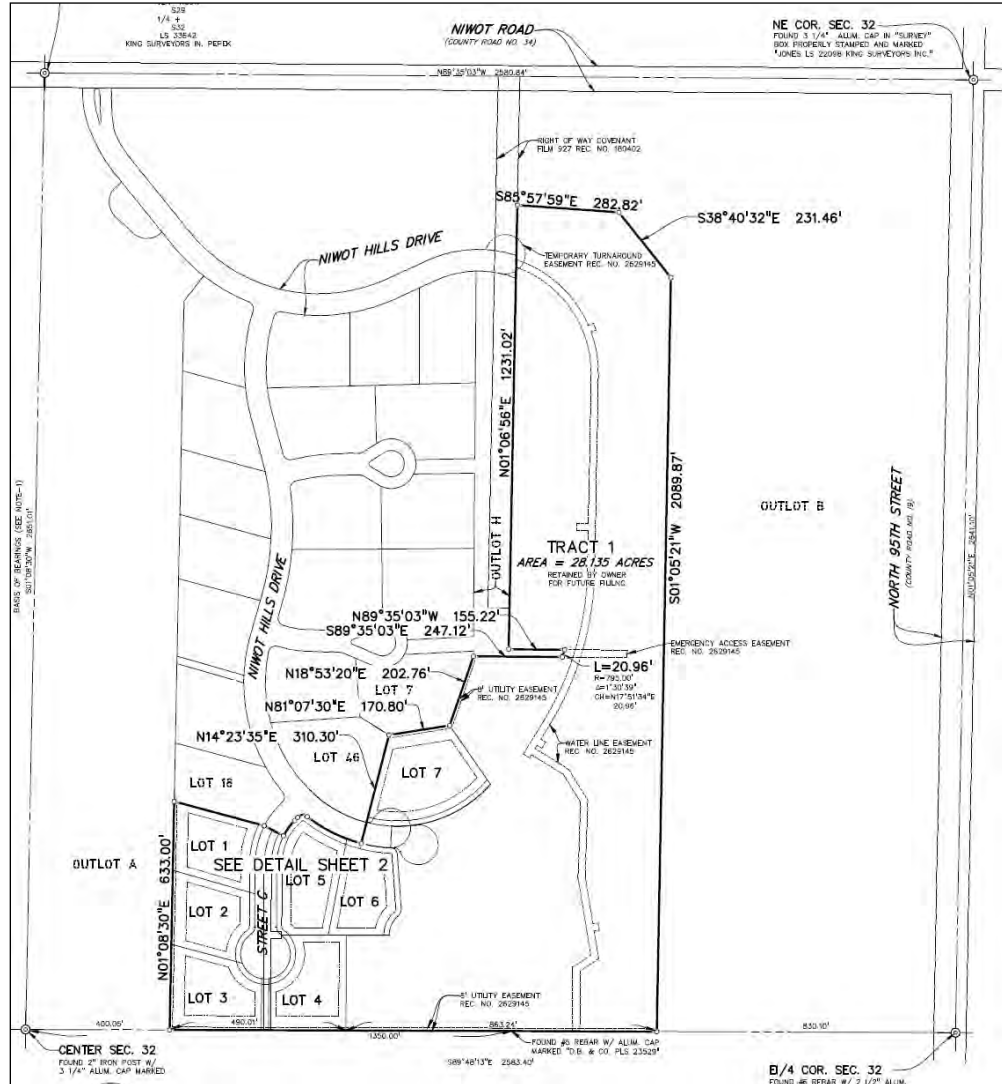


Figure 3: Final Plat for Niwot Hills Phase II

Per conditions of approval found in Resolution 2019-18, the following documents were recorded (Attachment F):

1. The Final Plat for Niwot Hills TDR/PUD Subdivision Phase II (Reception #03742154, on October 14, 2019);
2. A Development/Subdivision Agreement Governing Developer’s Obligations in Niwot Hills TDR/PUD Subdivision Phase II (Reception #03742159, October 14, 2019); and,
3. A Declaration of Covenants, Conditions, and Restrictions of Niwot Hills (Reception #03748508, November 12, 2019)

Amended Design Guidelines – Rules and Regulations were subsequently recorded in June of 2006 (Reception #2784866) and August of 2016 (Reception #03538972).

DISCUSSION

The Applicant is requesting approval of both a Preliminary Plan and a Final Plat Filing 3 of the approved Niwot Hills TDR/PUD. Filing 3 proposes to create 12 lots – 11 of between approximately

1.0 acre and 1.5 acres, and one of approximately 6.5 acres for future subdivision and development – within the area of the approved Niwot Hills TDR/PUD Sketch Plan.

Per Article 5-301.C, “The preliminary plan may be combined with the sketch plan and the final plat if the proposed platted subdivision contains 7 subdivided lots or less and development of the lots does not require extensive engineering. The Director shall determine whether a particular application may combine sketch plan, preliminary plan, or final plat processes.” In reviewing the submitted materials, staff determined the following: the proposed is an additional phase of an approved sketch plan; the proposed is consistent with the original approved sketch plan; and the proposed would not require any extensive engineering as all of the subsurface infrastructure is already in place. The Director agreed with staff’s determination and authorized the application for 11 subdivided lots to proceed.

The subject property is located at the southwest corner of Niwot Road and North 95th Street. The approximately 160-acre site of Niwot Hills Subdivision currently consists of 27 development lots – 26 lots between approximately 1.0 acre and 1.5 acres, and one lot of approximately 28 acres – and two Outlots – A (approximately 21.6 acres) and B (approximately 61.5 acres). The Boulder and Whiterock Ditch runs through the northern portion of the site and has associated wetlands and vegetation adjacent to this corridor. Also located to the north of this site are Rocky Mountain Christian Church, Quiet Retreat NUPUD, and Niwot High School. Morton Heights Subdivision is located immediately to the west, Legend Ridge TDR/PUD is located to the southwest, and agricultural land and single-family residences are located to the south and east.

The site is the northern 2/3 of approved Receiving Site 1A, as shown on the Niwot Sending and Receiving Sites Map. The applicant proposes to plat a total of 46 lots, 19 of which were platted through the approval of Phase I Final Plat, seven (7) of which were platted through the approval of Phase II Final Plat, 11 of which are proposed through this application. The remaining nine (9) lots are proposed to be platted through subsequent phases. TDRs are to be transferred from the designated Niwot Sending Areas in compliance with Article 6-700(K) of the Boulder County Land Use Code.

The Amended Design Guidelines – Rules and Regulations for Niwot Hills that was adopted by the Niwot Hills Homeowners Association in July of 2016 includes standards and requirements similar to those typically considered during the Community Planning & Permitting Site Plan Review application process, including but not limited to setback requirements, building height, building size, number of parking spaces per residence, building materials and colors, exterior lighting, and landscaping.

REFERRAL RESPONSES

This proposal was referred to usual agencies, departments, and adjacent property owners within 1,500 feet. The referral responses received by Boulder County Community Planning & Permitting specific to the subject docket are summarized below:

Boulder County Community Planning & Permitting – Access & Engineering Team – The Access & Engineering team reviewed the application materials and determined the proposed Filing 3 right-of-way (ROW) improvements appear to be consistent with the original Niwot Hills subdivision plat recorded on 9/22/2004 at Reception #2629145 and the Boulder County Multimodal Transportation Standards. All road improvements must be constructed within the platted ROW. Prior to paving the platted right-of-way, an engineered design must be approved by the County Engineer. Prior to sign off of the final inspection for the road improvements, a qualified Colorado-licensed Professional Engineer must certify that the paving improvements were constructed in accordance with the approved design. . The applicant will assume responsibility for construction and maintenance of the section of Niwot Hills Drive through Tracts 1 & 2 until Certificates of Occupancy are issued for the adjacent lots.

Boulder County Conservation Easement Team – The Conservation Easement team reviewed the application materials and does not have a conflict with this proposal but recommends measures to protect the Foxhills Sandstone Natural Area on the adjacent conservation easement property during development of the subdivision. The Conservation Easement team also strongly recommends the use of silt fencing in the construction area of the subdivision to protect the Foxhills Sandstone Natural Area located on the conservation easement property

Boulder County Public Works – Stormwater Inspector – This department reviewed the submitted application materials and stated that a stormwater quality permit (SWQP) is required for the overlot grading and infrastructure associated with this new filing. This subdivision will create construction activity that is part of a larger common plan of development that will ultimately disturb one acre or more of surface area, even if multiple, separate, and distinct land development activities take place at different times. Consequently, future development of the created parcels will require a Boulder County Stormwater Quality Permit (SWQP). This subdivision is within the municipal separate storm sewer system (MS4) urbanized area, which will require permanent stormwater management facilities as part of the development of the parcels created by this subdivision. A drainage letter will be required demonstrating that the existing extended detention basins (EDBs) have been designed for the development of this filing. If not, a new drainage report and proposed detention and water quality features are required to accommodate the development of this filing.

Boulder County Parks and Open Space – Natural Resource Planner – This agency reviewed the application materials and determined that no significant natural resource impacts are expected from the approval of this filing; however, staff expressed concerns about the Natural Area on adjoining Outlot B. It is likely that this outcrop of Foxhills Sandstone supports rare lichen species. A nearby Foxhills outcrop at White Rocks includes a newly discovered, crustose lichen species, which is likely or may also occur here on Outlot B. Additionally, paleontological resources are likely present in the sandstone. Staff noted some of the newly platted lots are within the edge of an Environmental Conservation Area. However, this TDR receiving site was initially designed long ago, and this aspect was considered at that time. Similarly, the loss of a small area of Agricultural Lands of Local and Statewide Importance was also considered. Staff recommend the following conditions of approval:

- Installation of a fence along the western-facing sides of the natural area. This fence, made of relatively inexpensive split rails, would provide a “psychological” barrier, yet should prevent most trespass and damage to the sandstone. Small signs on the fence restricting use should also be included.
- Both a construction fence and a silt fence should be erected along the eastern new lots, before any earthmoving begins. No machinery should enter Outlot B east of these fences.

Boulder County Building and Safety Inspection Services Team – This team reviewed the application materials and returned standard comments related to the building requirements for new development in Boulder County.

Xcel Energy – This agency reviewed the application materials and indicated the property owner/developer/contractor must complete the application process for any new natural gas or electric service. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details.

Colorado Geological Survey – This agency reviewed the application materials and determined that the site does not contain steep slopes, is not undermined, is not within or near a 100-year flood hazard zone, and no geologic hazards are known or suspected to be present that would preclude approval of the plat as proposed. The agency also provided the following advisory comments: According to available geologic mapping, the site is underlain by loose, eolian (wind-deposited) sands and silts over Laramie Formation bedrock. Fox Hills sandstone may outcrop (be exposed at or near the ground surface) in some areas. The loose surface soils may exhibit settlement or collapse under loading and

wetting, and the underlying Laramie is composed of potentially expansive shales and claystones interbedded with non-expansive sandstones, coal beds and lignites. Lot-specific geotechnical investigations will be needed, once specific building locations and plans are known, to characterize subsurface conditions and to identify potential development constraints such as expansive bedrock, expansive and collapsible soils, and shallow groundwater/perched water conditions. This information will be needed to design foundations, floor systems, subsurface drainage, pavements, et cetera.

Left Hand Water District – This agency reviewed the application materials and indicated that before any work is performed on existing Left Hand Water District infrastructure or proposed Left Hand Water District infrastructure the applicant will be required to submit a Subdivision Service Review Form with Left Hand Water District.

Colorado Division of Water Resources – This agency reviewed the application materials and determined that additional information was required from the applicants before the agency could comment. The applicants have been notified of this and are working with the Division of Water Resources.

Agencies Responding with No Comment/No Conflict – Boulder County Public Health; Boulder Valley and Longmont Conservation District; Mile High Flood District; St. Vrain Valley Schools; City of Boulder Open Space and Mountain Parks; Mountain View Fire Protection District; Colorado Parks & Wildlife.

Adjacent Property Owners and Public Comment – no comments from adjacent property owners have been received to date.

CRITERIA ANALYSIS - Preliminary Plan

Article 5-202 of the Boulder County Land Use Code sets the general criteria for Subdivision Preliminary Plan approval. Staff has reviewed these criteria and finds the following:

A. The Planning Commission and the Board of County Commissioners shall not approve a preliminary plan proposal until the applicant has adequately shown that the proposal meets the following:

(1) The proposal complies with sketch plan approval.

The proposed lots 1-11, shown in Figure 4 below, reflect lots 14-23 and lot 33 shown on the Sketch Plan (Figure 1) associated with SD-99-02 (Resolution 99-142); therefore, Staff finds this criterion is met.

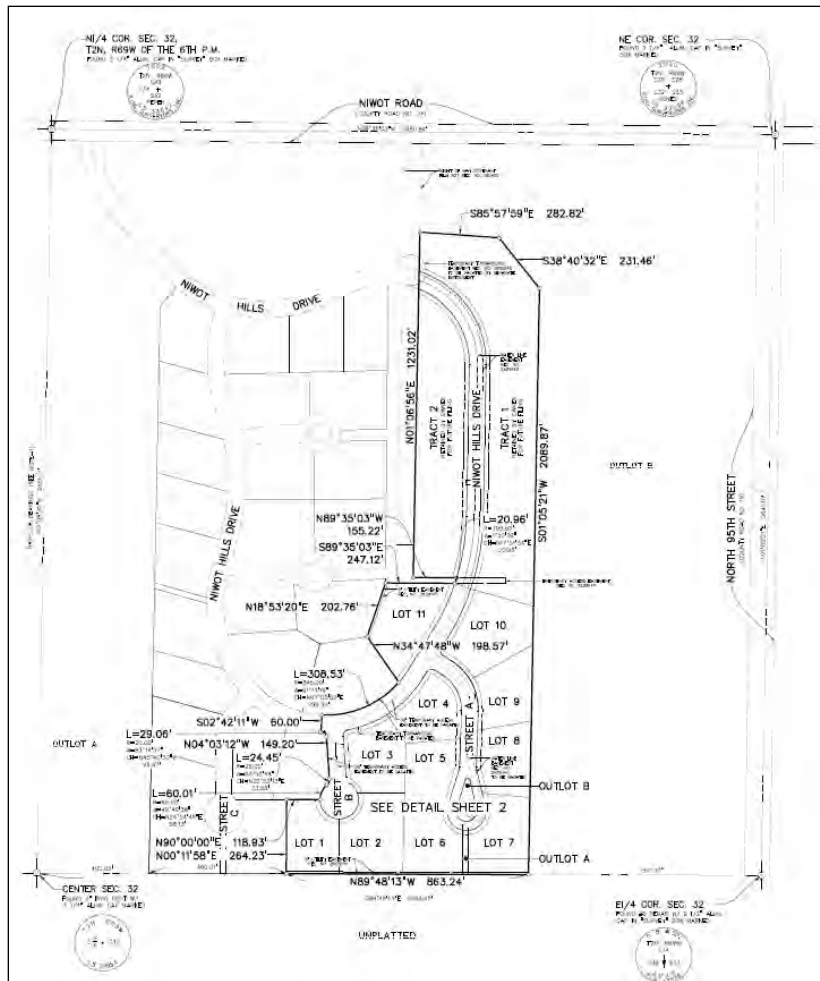


Figure 4: Proposed lots of Niwot Hills Filing 3

- (2) The proposed water supply meets the requirements of Section 7-300 of this Code, including a schematic design of the water distribution system, and, if applicable, well pump tests.**

Submitted plans indicate water lines have been constructed within existing and proposed road right-of-ways (pages A19-A21 of Attachment A to this document). The existing water infrastructure connects to the water line located in Niwot Road, and serves the residences located on the lots approved through the Phase I Final Plat. Left Hand Water District reviewed the Final Plat application in 2002 and had no conflicts with the proposal at that time. Left Hand Water District’s comments related to this application indicated the applicant is required to submit the attached Subdivision Service Review application to Left Hand Water District, pay all applicable fees, and meet all District requirements before water service is started for the proposed residences, but did not raise concerns that these requirements could be met. Therefore, Staff finds this criterion is met.

- (3) If a public sewage disposal system is proposed, provision has been made for such system, or, if other methods of sewage disposal are proposed, that such systems will comply with state and local laws and regulations and the requirements of Section 7-400 of this Code.**

Submitted plans indicate sewer lines have been constructed within existing and proposed road right-of-ways (pages A19-A21 of Attachment A to this document). The existing

residences located on the lots approved in Phase I utilize this sewer infrastructure. Niwot Sanitation District reviewed the Final Plat application in 2002 and noted that that agency would be able to recommend approval once the engineering plans were approved. Therefore, Staff finds this criterion is met.

(4) The proposed roads meet the requirements of Section 7-600 of this Code and the Transportation Standards.

Boulder County Access & Engineering staff found that the proposed roads are consistent with previously approved plans and the Boulder County Multimodal Transportation Standards. The applicant shall be solely responsible for construction and maintenance of the portion of Niwot Hills Drive between Tracts 1 and 2 until the Certificates of Occupancy have been issued for Lots 24-32 as shown on the Sketch Plan approved through SD-99-02. Prior to paving the platted right-of-way, an engineered paving design must be approved by the County Engineer. Prior to sign off of the final inspection for the road improvements, a qualified Colorado-licensed Professional Engineer must certify that the paving improvements were constructed in accordance with the approved design. Therefore, as conditioned, Staff finds this criterion can be met.

(5) The proposed drainage meets the requirements of Section 7-900 of this Code.

A drainage plan for the entirety of the approximately 160-acre site was submitted and reviewed with the Niwot Hills Sketch Plan application, and stormwater management best management practices were required to be put in place with construction associated with the development of lots approved through the Phase I Final Plat. Boulder County Public Works Departments has indicated that any development on the proposed lots 1-11 of this application will require a Boulder County Stormwater Quality Permit. Also, because the subdivision is within the municipal separate storm sewer system urbanized area, construction of permanent stormwater management facilities will also be required as part of the development of the proposed lot. Therefore, as conditioned, Staff finds this criterion can be met.

(6) The preliminary engineering plans provide evidence to show that the proposed methods for fire protection comply with Section 7-1100 of this Code.

The subdivision is served by Mountain View Fire Protection District, and there are existing fire hydrants in place from the originally approved Niwot Hills Phase I Final Plat. The Fire Protection District did not respond with comments related to this application. However, the Fire Protection District did review the application materials for the Phase I Final Plat and noted those plans were, “*in accordance with District requirements, including emergency access provisions, fire hydrant locations, and map requirements.*” Therefore, Staff finds this criterion is met.

(7) The proposal meets other applicable sections of Article 7.

The proposed lot design meets the requirements of Article 7-200, as analyzed under the Sketch Plan criteria in Article 5-102.A.1, and approved through Resolution 99-142. Power, water, sewer, and fire protection infrastructure is in place throughout the Niwot Hills Subdivision and the proposed lot will connect to those utilities and services. Therefore, as conditioned, Staff finds this criterion can be met.

CRITERIA ANALYSIS – Final Plat

Article 5-302 of the Boulder County Land Use Code sets the general criteria for Final Plat approval. Staff has reviewed these criteria and finds the following:

A. Neither the Planning Commission nor the Board of County Commissioners shall approve a final plat proposal until the applicant has met the following standards and conditions.

(1) Complies with all conditions of sketch and preliminary plan approval.

As previously noted, the proposed lots 1-11, shown in Figure 4, reflect lots 14-23 and lot 33 of the approved Sketch Plan associated with SD-99-02 (Resolution 99-142). Through this application, the applicant is seeking a combined approval of the Preliminary Plan and Final Plat of the subdivision process, and so all necessary conditions will be applied at the same time. Therefore, as conditioned, Staff finds this criterion can be met.

(2) Includes adequate final engineering plans for the water distribution system, final agreements to provide water service from the water provider, and provisions for the perpetual maintenance of the water system.

As previously discussed, the water distribution system infrastructure has been constructed and is being utilized by the existing residences on lots approved through the Phase I Final Plat; therefore, Staff finds this criterion is met.

(3) Meets all planning, engineering, and surveying requirements of the County for maps, data, surveys, analyses, studies, reports, plans, designs, documents, and other supporting materials.

As a condition of approval, the final plat map shall be required to meet the standards set forth by Article 3-203.5 of the Land Use Code, including the signing and recording of a new plat; therefore, as conditioned, Staff finds this criterion can be met.

(4) Does not include a lien, conveyance, or encumbrance to the property dividing a subdivided lot or outlot.

The land proposed to be subdivided does not include a lien, conveyance, or encumbrance affecting the property dividing a subdivided lot. The two Outlots – A and B – are currently encumbered by a Boulder County conservation easement. However, this conservation easement was recorded as part of the post-approval requirements associated with the Phase I Final Plat; therefore, Staff finds this criterion is met.

(5) Provides certification from the Boulder County Treasurer's Office that all ad valorem taxes applicable to the land have been paid.

As a condition of approval, prior to recordation of the final plat, the applicant shall provide evidence that all ad-valorem taxes applicable to the land have been paid; therefore, as conditioned, Staff finds this criterion can be met.

B. The applicant must also submit a development agreement.

As a condition of approval, the Applicant shall provide a development agreement in compliance with Article 3-206(B) of the Land Use Code.

RECOMMENDATION

The Community Planning & Permitting staff finds that the proposal can meet all of the applicable criteria for a combined Sketch Plan, Preliminary Plan, and Final Plat, as noted above, if certain conditions are met. Therefore, Community Planning & Permitting staff recommends that the Board of County Commissioners **CONDITIONALLY APPROVE, Docket SD-22-0001: Niwot Hills TDR/PUD Subdivision, Filing 3**, subject to the following conditions:

1. The Applicant shall install a fence along the western facing side of the Foxhills Sandstone natural area.
2. At the time of building permit application, a Revegetation Plan shall be submitted for review and approval by Boulder County Community Planning & Permitting staff and the Boulder County Parks and Open Space Natural Resource Planner; utilizing xeriscaping and/or native grass species is recommended.
3. At the time of building permit application, an Erosion Control Plan shall be submitted for review and approval by Boulder County Community Planning & Permitting and Public Works staff.
4. All applicable Boulder County permits shall be applied for within six weeks and completed within six months unless the Boulder County Community Planning & Permitting Director determines a longer time period is acceptable because of circumstances outside the applicant's control.
5. The Applicant shall be subject to the dedication requirements for schools, parks, and roads, per Article 7-1300 of the Land Use Code.
6. The Applicant shall be subject to all Mountain View Fire Protection District requirements for fire protection, Left Hand Water District requirements for public water service, and Niwot Sanitation District requirements for sewer service.
7. Development within the Niwot Hills TDR/PUD shall be subject to the appropriate County growth management plan and/or open space-impact fee and school impact fee plans, if and when adopted.
8. A final plat map which complies with Article 3-203.5 shall be recorded. Prior to recordation of the final plat, the Plat shall be reviewed and approved by Boulder County Community Planning & Permitting.
9. Development on the platted lots shall be subject to the standards and requirements set forth in the adopted Amended Design Guidelines – Rules and Regulations for Niwot Hills that was adopted by the Niwot Hills Homeowners Association in July of 2016.
10. Sending units shall come from the Sending Site area designated on the Niwot TDR Area Map for the Niwot Hills TDR/PUD, as required in Section 6-700(K) of the Land Use Code. Filing 3 shall consist of 11 transferred development rights.
11. The Boulder County Community Planning & Permitting, County Transportation, County Parks & Open Space, and County Attorney staffs shall review and approve, as necessary, all final plat documents, including but not limited to a final plat, subdivision/development agreement, and amended covenants prior to recordation.
12. The Applicant shall be solely responsible for all maintenance of the roadway between Tracts 1 and 2 until Certificates of Occupancy are issued for Lots 24-32 as shown on the Sketch Plan approved through SD-99-02.
13. All construction traffic shall access the project area only via the eastern portion of Niwot Hills Drive (that portion through Tracts 1 & 2) and not the western portion adjacent to existing residential structures.
14. Prior to recordation of the final plat, the Applicant shall provide a development agreement in compliance with Article 3-206(B) of the Land Use Code.
15. The Applicant shall be subject to the terms, conditions, and commitments of record for **SD-22-0001: Niwot Hills TDR/PUD Subdivision Filing 3**.



Boulder County Land Use Department

Courthouse Annex Building
2045 13th Street • PO Box 471 • Boulder, Colorado 80302
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Email: planner@bouldercounty.org
Web: www.bouldercounty.org/lu
Office Hours: Mon., Wed., Thurs., Fri. 8 a.m. to 4:30 p.m.
Tuesday 10 a.m. to 4:30 p.m.

Shaded Areas for Staff Only

Intake Stamp

Application Form

Project Number		Project Name	
<input type="checkbox"/> Limited Impact Special Use <input type="checkbox"/> Limited Impact Special Use Waiver <input type="checkbox"/> Modification of Special Use <input type="checkbox"/> Site Plan Review <input type="checkbox"/> Site Plan Review Waiver <input type="checkbox"/> Subdivision Exemption <input type="checkbox"/> Exemption Plat <input type="checkbox"/> 1041 State Interest Review <input type="checkbox"/> Other:		Application Deadline: First Wednesday of the Month <input type="checkbox"/> Variance <input type="checkbox"/> Appeal	
		Application Deadline: Second Wednesday of the Month <input type="checkbox"/> Sketch Plan <input checked="" type="checkbox"/> Preliminary Plan <input checked="" type="checkbox"/> Final Plat <input type="checkbox"/> Resubdivision (Replat) <input type="checkbox"/> Special Use/SSDP	
		<input type="checkbox"/> Rezoning <input type="checkbox"/> Road/Easement Vacation <input type="checkbox"/> Location and Extent <input type="checkbox"/> Road Name Change	
Location(s)/Street Address(es) 6775 Niwot Hills Drive			
Subdivision Name Niwot Hills TDR PUD			
Lot(s) 1-11	Block(s) 1	Section(s) NE 1/4 SEC. 32	Township(s) 2 NORTH
Area In Acres 28.241	Existing Zoning PUD	Existing Use of Property Vacant	Range(s) 69 WEST
Number of Proposed Lots 11			
Proposed Water Supply Left Hand Water District		Proposed Sewage Disposal Method Municipal Sewer System	

Applicants:

Applicant/Property Owner Ridgeline Development Corporation		Email Address Michael@MarkelHomes.com	
Mailing Address 5723 Arapahoe Avenue, #2B			
City Boulder	State CO.	Zip Code 80303	Phone 303-339-6122
Applicant/Property Owner/Agent/Consultant Michael Markel		Email Address Michael@MarkelHomes.com	
Mailing Address 5723 Arapahoe Avenue, #2B			
City Boulder	State CO.	Zip Code 80303	Phone 303-339-6122
Agent/Consultant Cameron Knapp (DREXEL, BARRRELL)		Email Address cknapp@drexelbarrell.com	
Mailing Address 1800 38th Street			
City Boulder	State CO.	Zip Code 80301	Phone 303-442-4338
		Fax 303-442-4373	

Certification (Please refer to the Regulations and Application Submittal Package for complete application requirements.)

I certify that I am signing this Application Form as an owner of record of the property included in the Application. I certify that the information and exhibits I have submitted are true and correct to the best of my knowledge. I understand that all materials required by Boulder County must be submitted prior to having this matter processed. I understand that public hearings or meetings may be required. I understand that I must sign an Agreement of Payment for Application processing fees, and that additional fees or materials may be required as a result of considerations which may arise in the processing of this docket. I understand that the road, school, and park dedications may be required as a condition of approval.

I understand that I am consenting to allow the County Staff involved in this application or their designees to enter onto and inspect the subject property at any reasonable time, without obtaining my prior consent.

All landowners are required to sign application. If additional space is needed, attach additional sheet signed and dated.

Signature of Property Owner 	Printed Name Michael Markel	Date 3-7-2022
Signature of Property Owner	Printed Name	Date


The Land Use Director may waive the landowner signature requirement for good cause, under the applicable provisions of the Land Use Code.

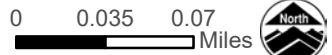


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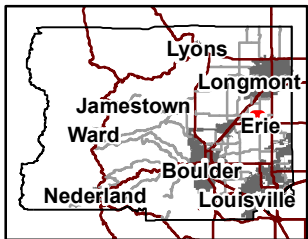
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Aerial
6775 NIWOT HILLS

 Subject Parcel



Area of Detail Date: 6/14/2021



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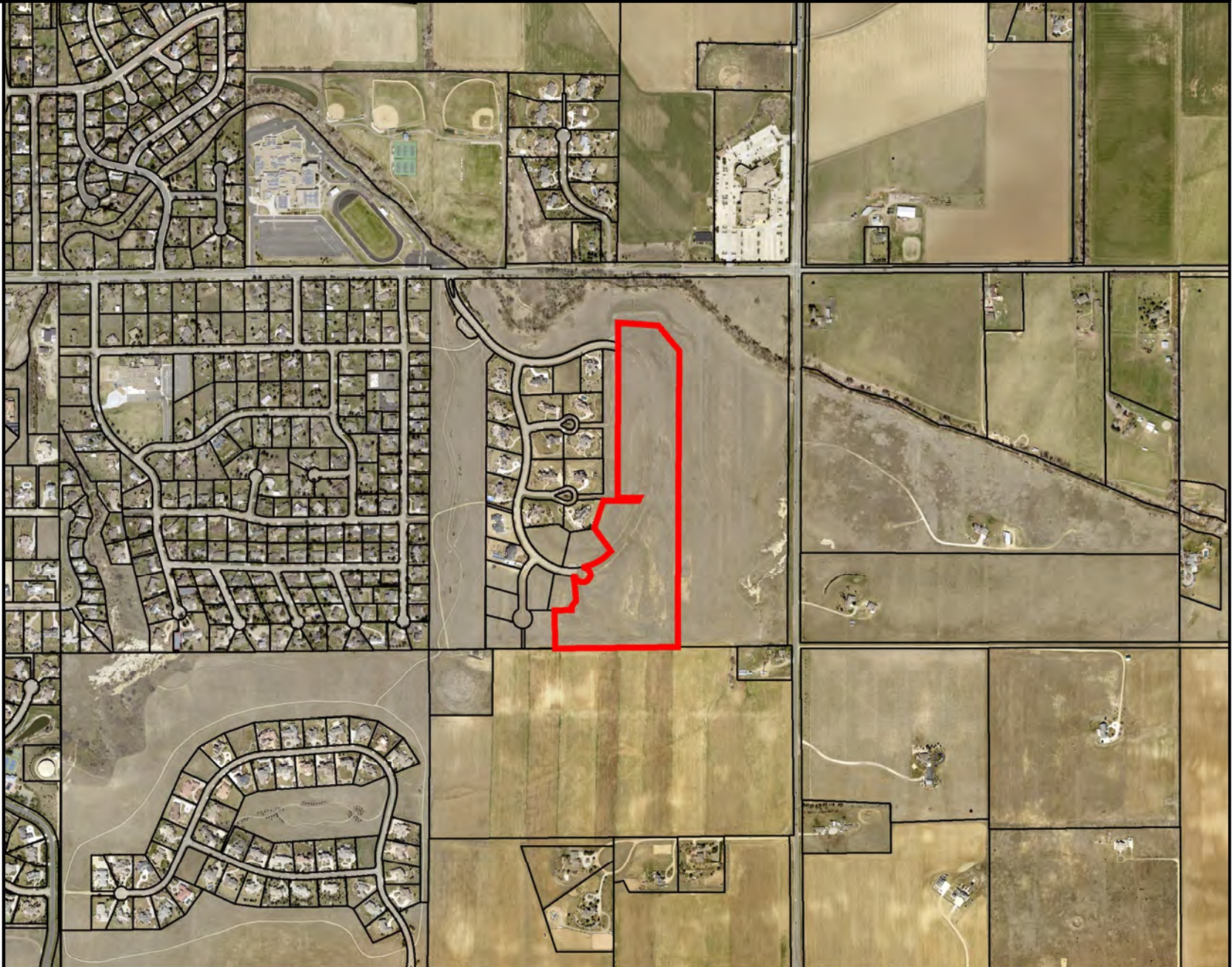



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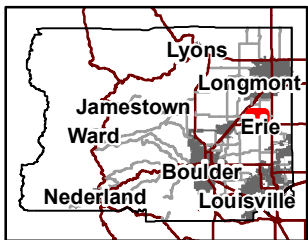
Aerial
6775 NIWOT HILLS

 Subject Parcel



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Area of Detail Date: 6/14/2021



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Community Planning & Permitting

2045 13th Street, Boulder, CO 80302 303-441-3930 www.bouldercounty.org

Comprehensive Plan

6775 NIWOT HILLS

Subject Parcel

NLNA Buffer

Environmental Conservation Areas

Riparian Areas

Significant Natural Communities

Natural Landmarks
Natural Areas

Significant Agricultural Land

Ag of National Importance

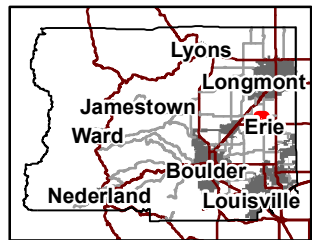
Ag of Statewide Importance

Ag of Local Importance

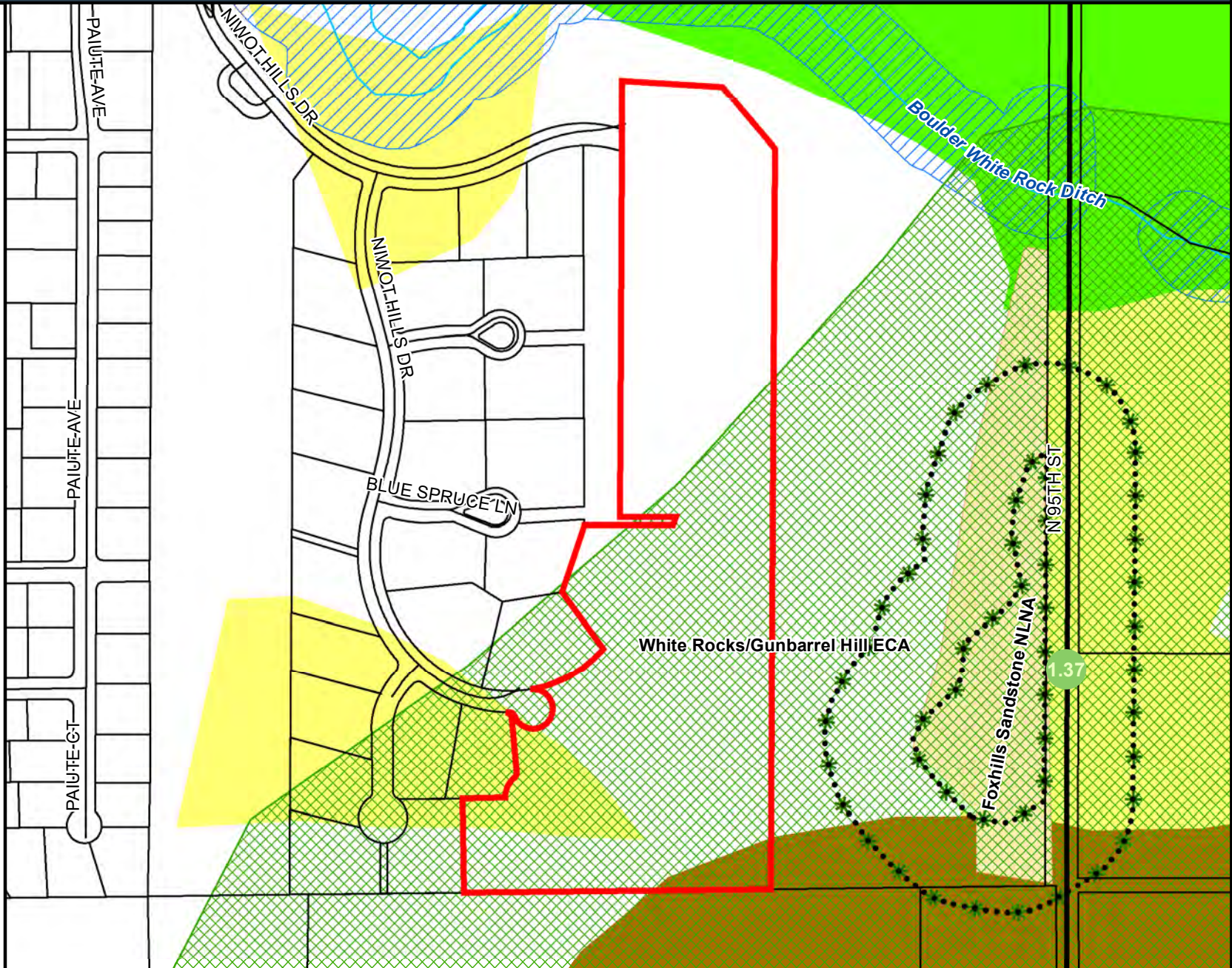
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Area of Detail Date: 6/14/2021



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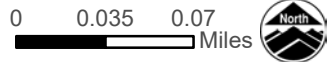
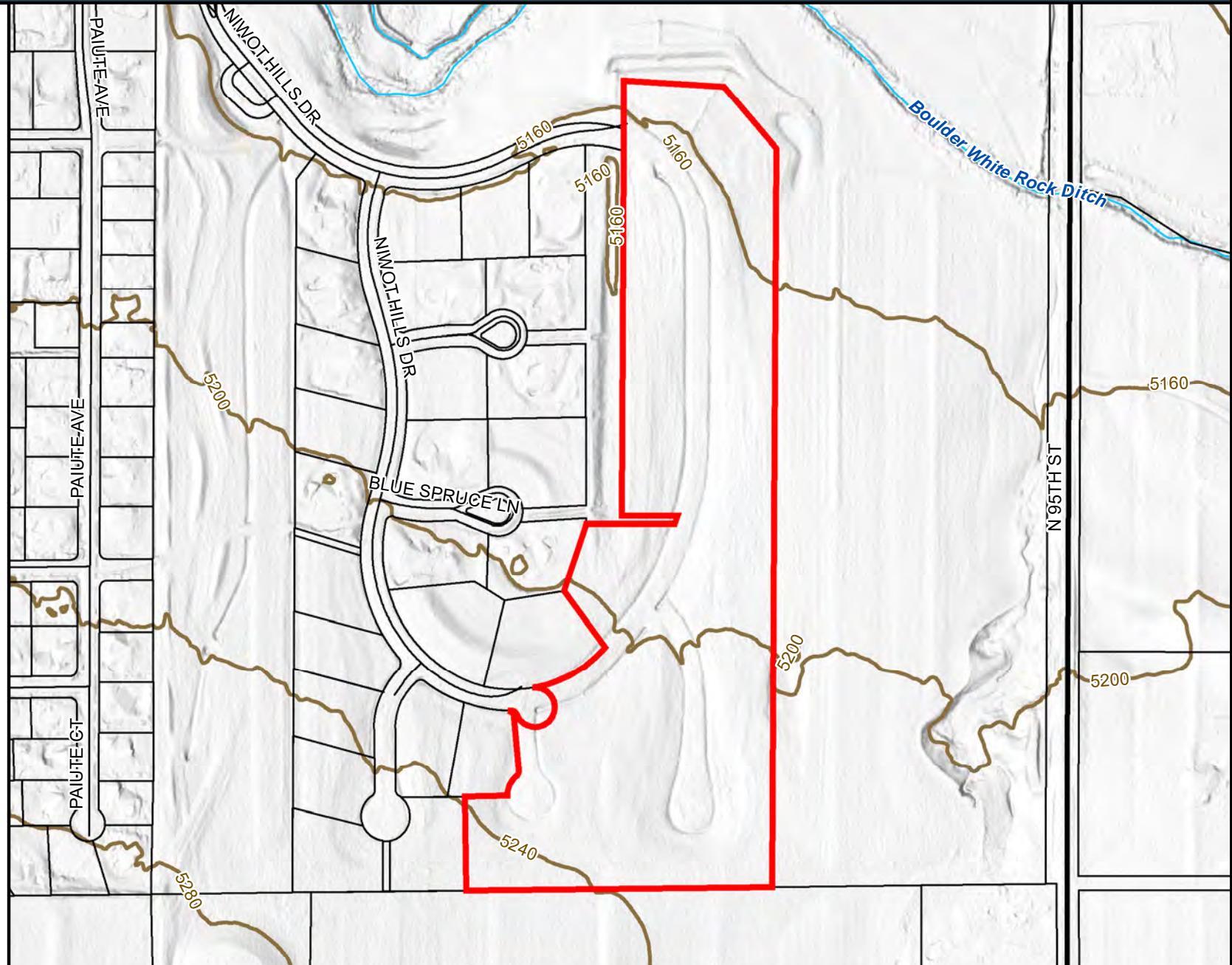
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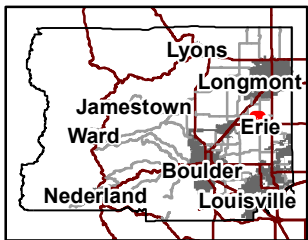
Elevation Contours

6775 NIWOT HILLS

- Subject Parcel
- Contours 40'



Area of Detail Date: 6/14/2021



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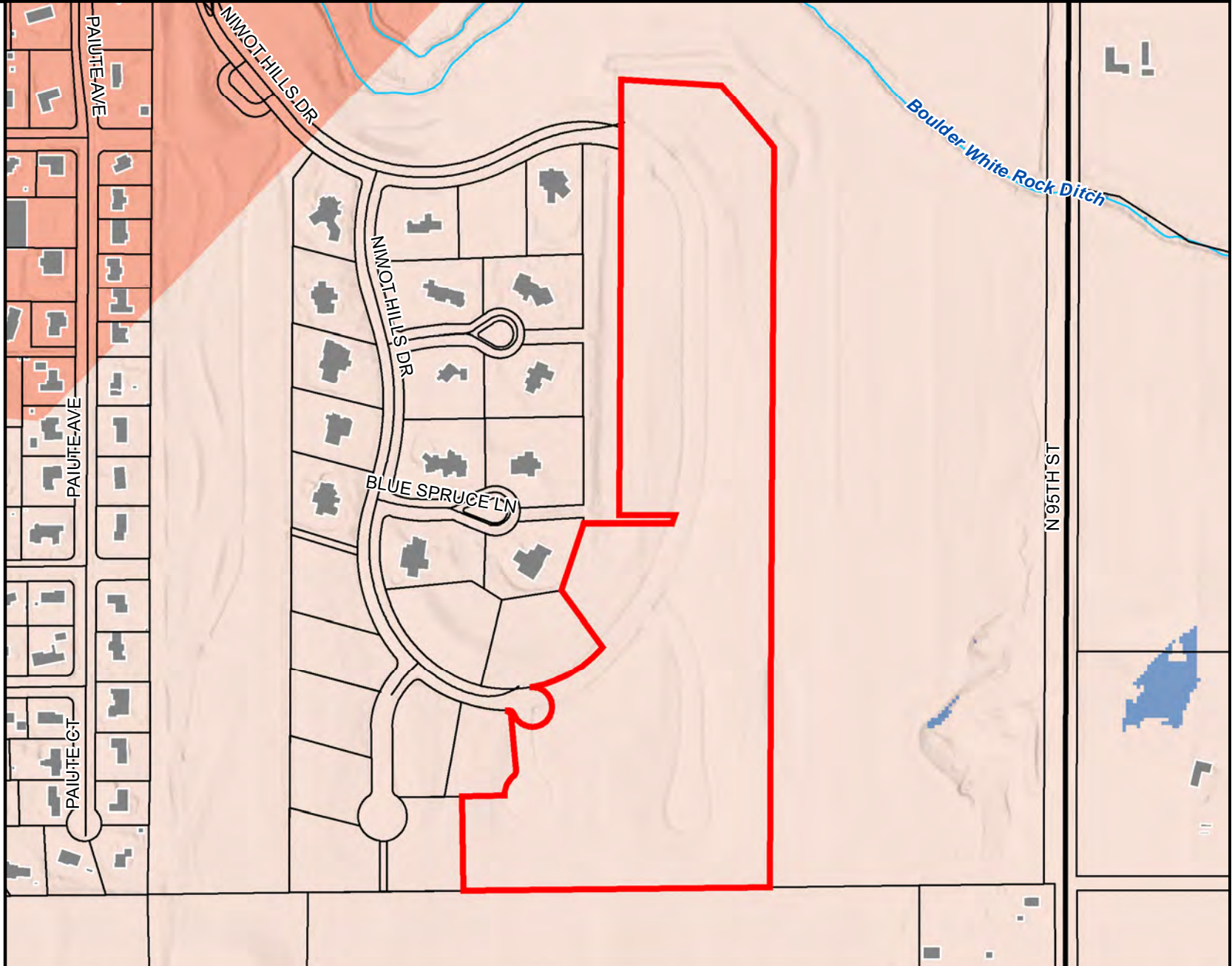
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Geologic Hazards

6775 NIWOT HILLS

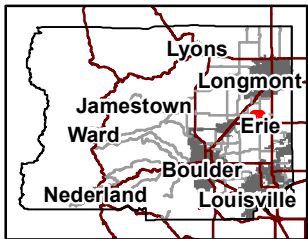
-  Subject Parcel
-  Landslide high susceptibility area
-  High Swelling Soil Potential
-  Moderate Swelling Soil Potential



0 0.035 0.07 Miles



Area of Detail Date: 6/14/2021



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Community Planning & Permitting

2045 13th Street, Boulder, CO 80302 303-441-3930 www.bouldercounty.org

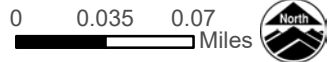
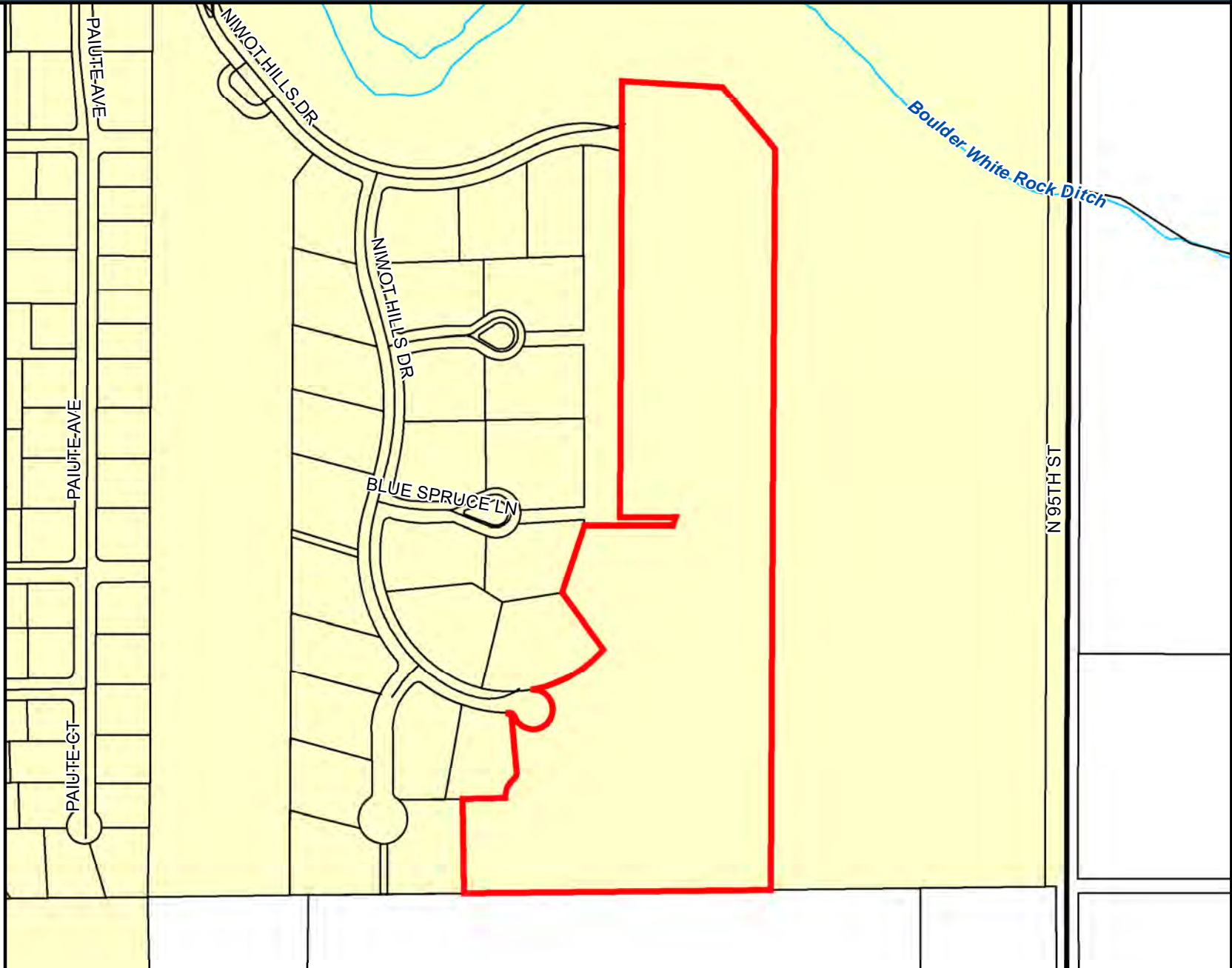
Location

6775 NIWOT HILLS

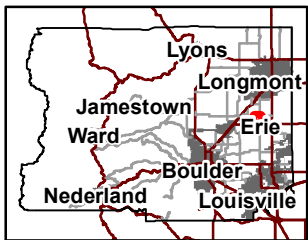
Subject Parcel

Subdivisions

Subdivisions



Area of Detail Date: 6/14/2021



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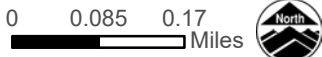
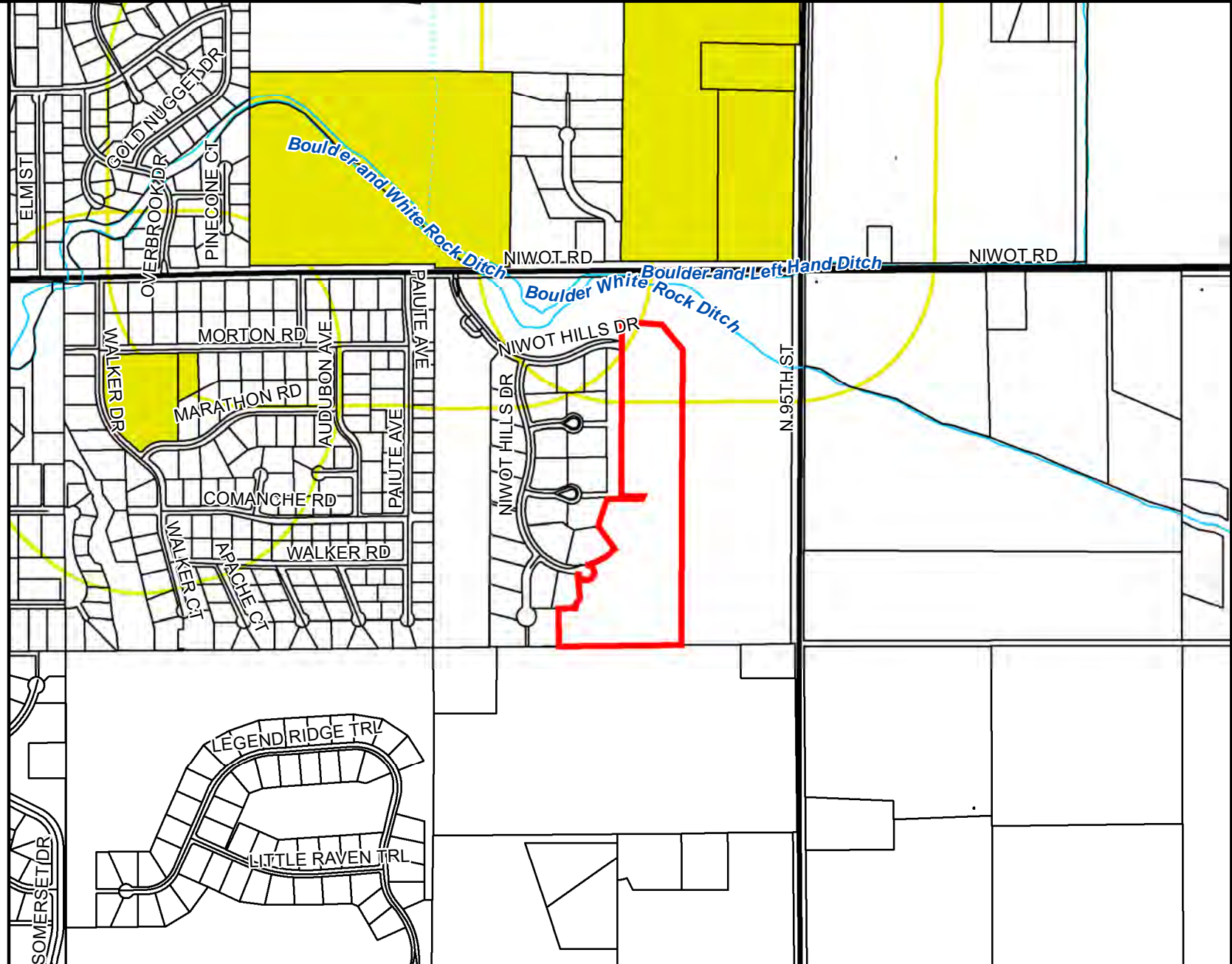
Marijuana Business Regulatory Areas

6775 NIWOT HILLS

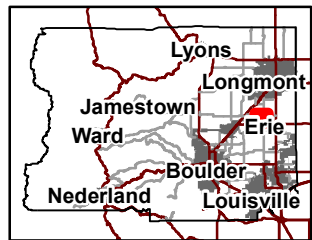
Subject Parcel

Facilities and Regulatory Buffers

- Educational Facility
- Educational Facility Buffer



Area of Detail Date: 6/14/2021



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Oil & Gas Facilities

6775 NIWOT HILLS

Subject Parcel

Oil & Gas Well

Producing (PR)

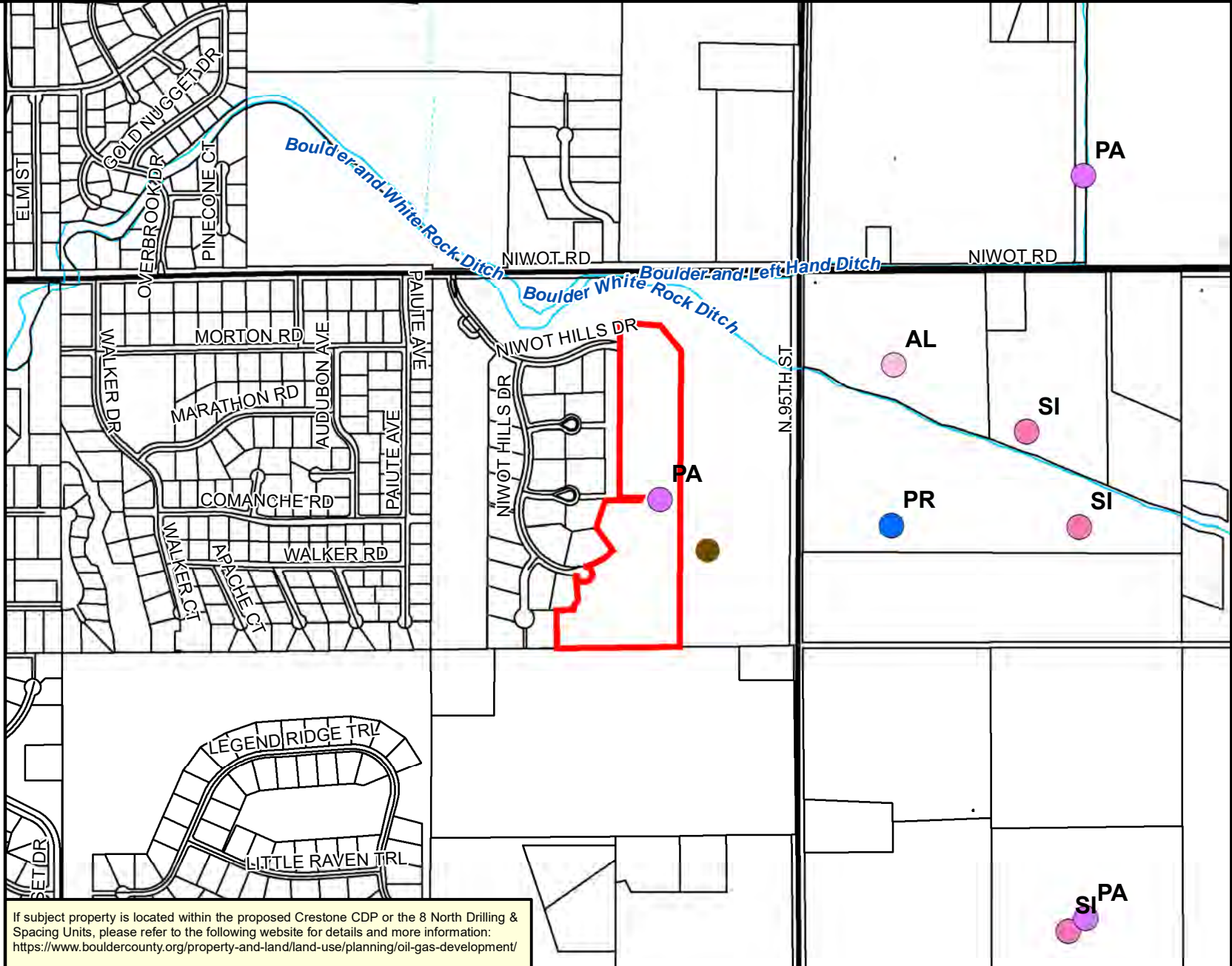
Plugged & Abandoned (PA)

Abandoned Location (AL)

Shut-In (SI)

Pit

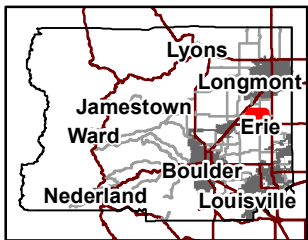
Closed Pit



0 0.085 0.17 Miles



Area of Detail Date: 6/14/2021



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If subject property is located within the proposed Crestone CDP or the 8 North Drilling & Spacing Units, please refer to the following website for details and more information: <https://www.bouldercounty.org/property-and-land/land-use/planning/oil-gas-development/>



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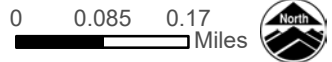
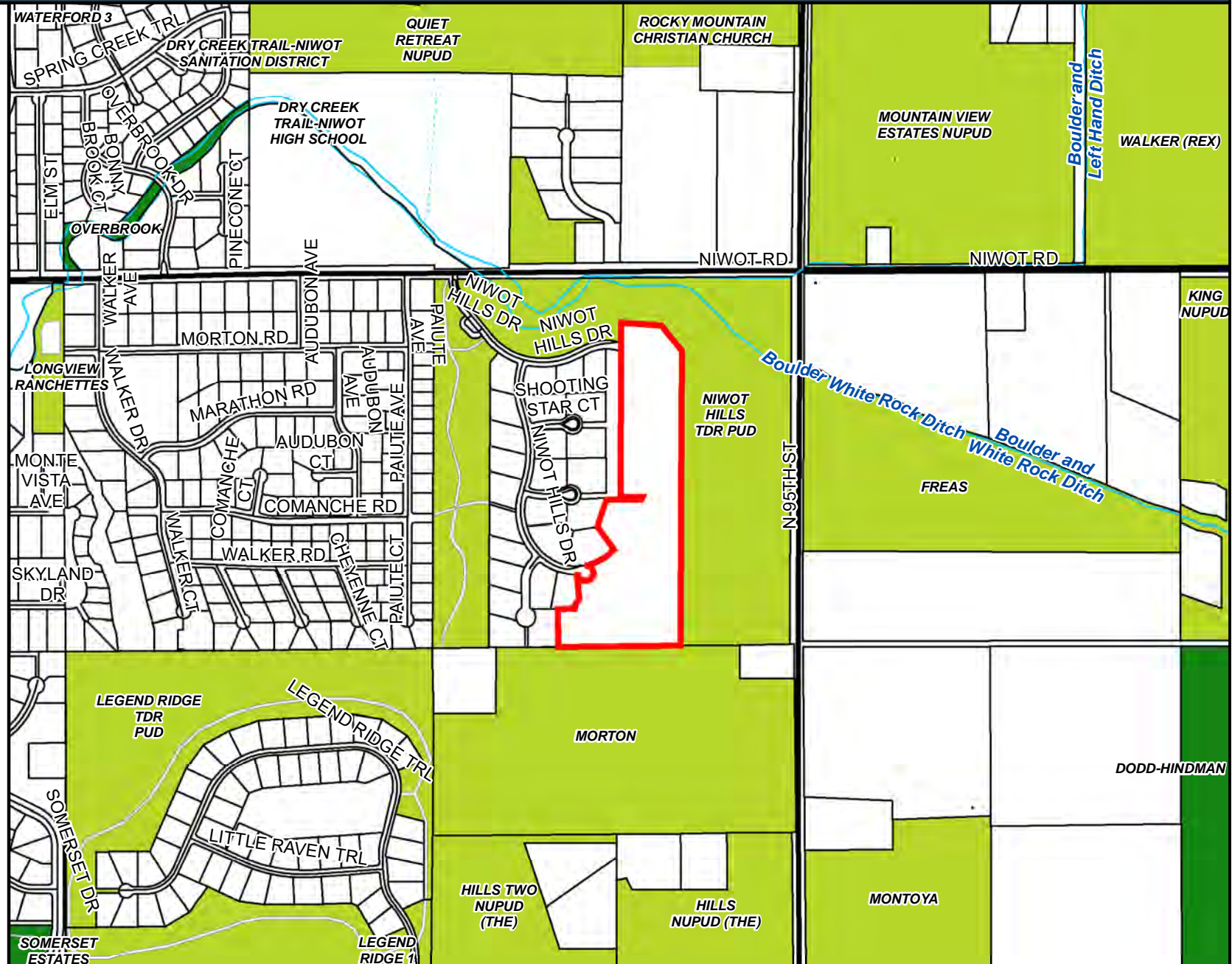
Public Lands & CEs

6775 NIWOT HILLS

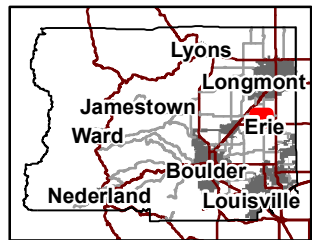
Subject Parcel

Boulder County Open Space

- County Open Space
- County Conservation Easement



Area of Detail Date: 6/14/2021



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Vicinity

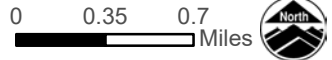
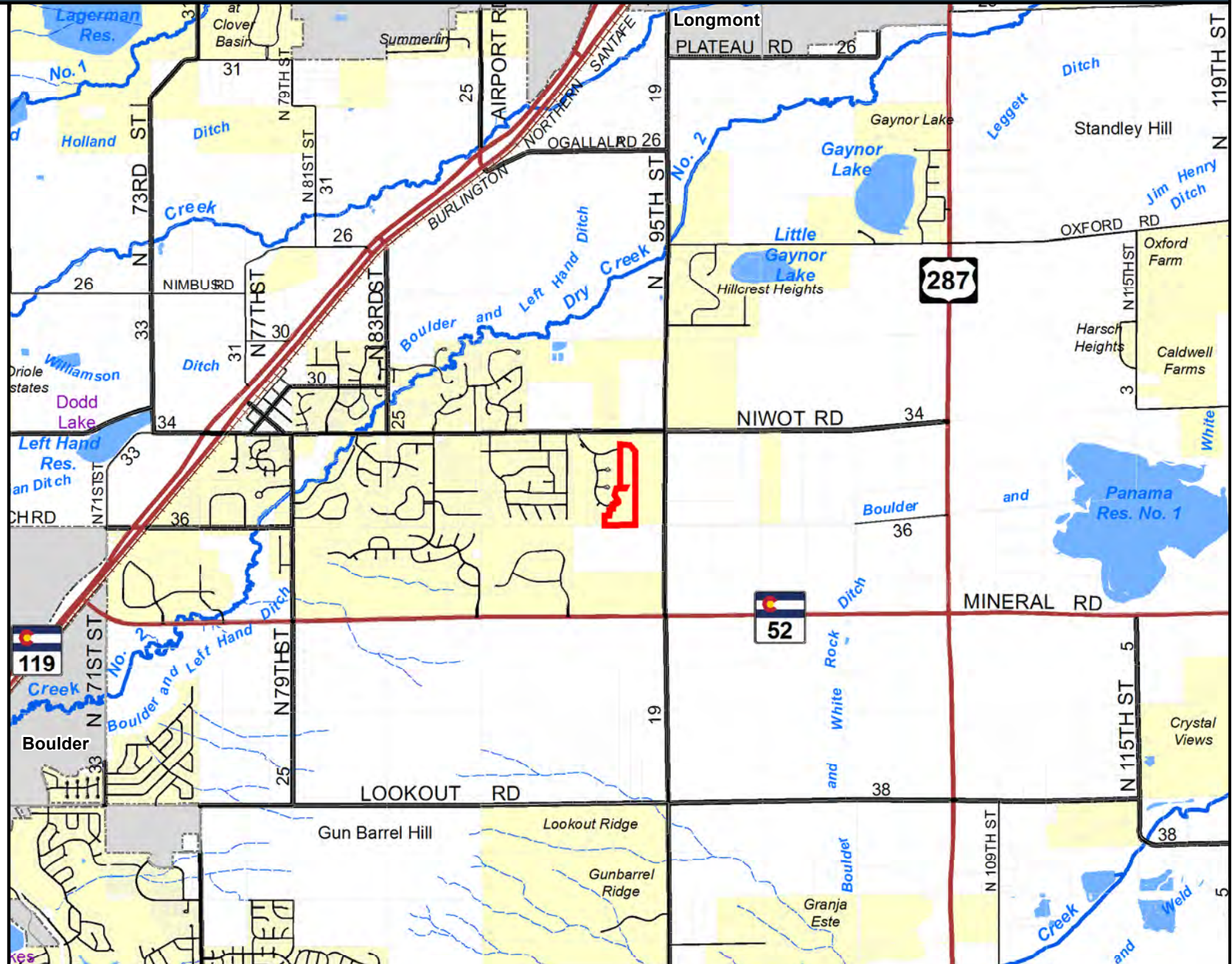
6775 NIWOT HILLS

Subject Parcel

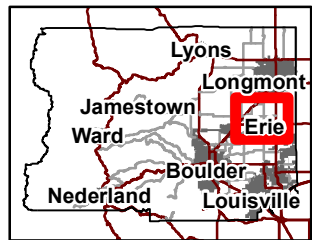
Municipalities

Subdivisions

Subdivisions



Area of Detail Date: 6/14/2021



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Zoning

6775 NIWOT HILLS

Subject Parcel

Major Road Setbacks

110 feet

Zoning Districts

Agricultural

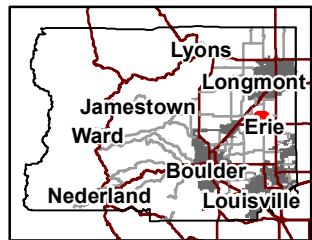
Business

Rural Residential

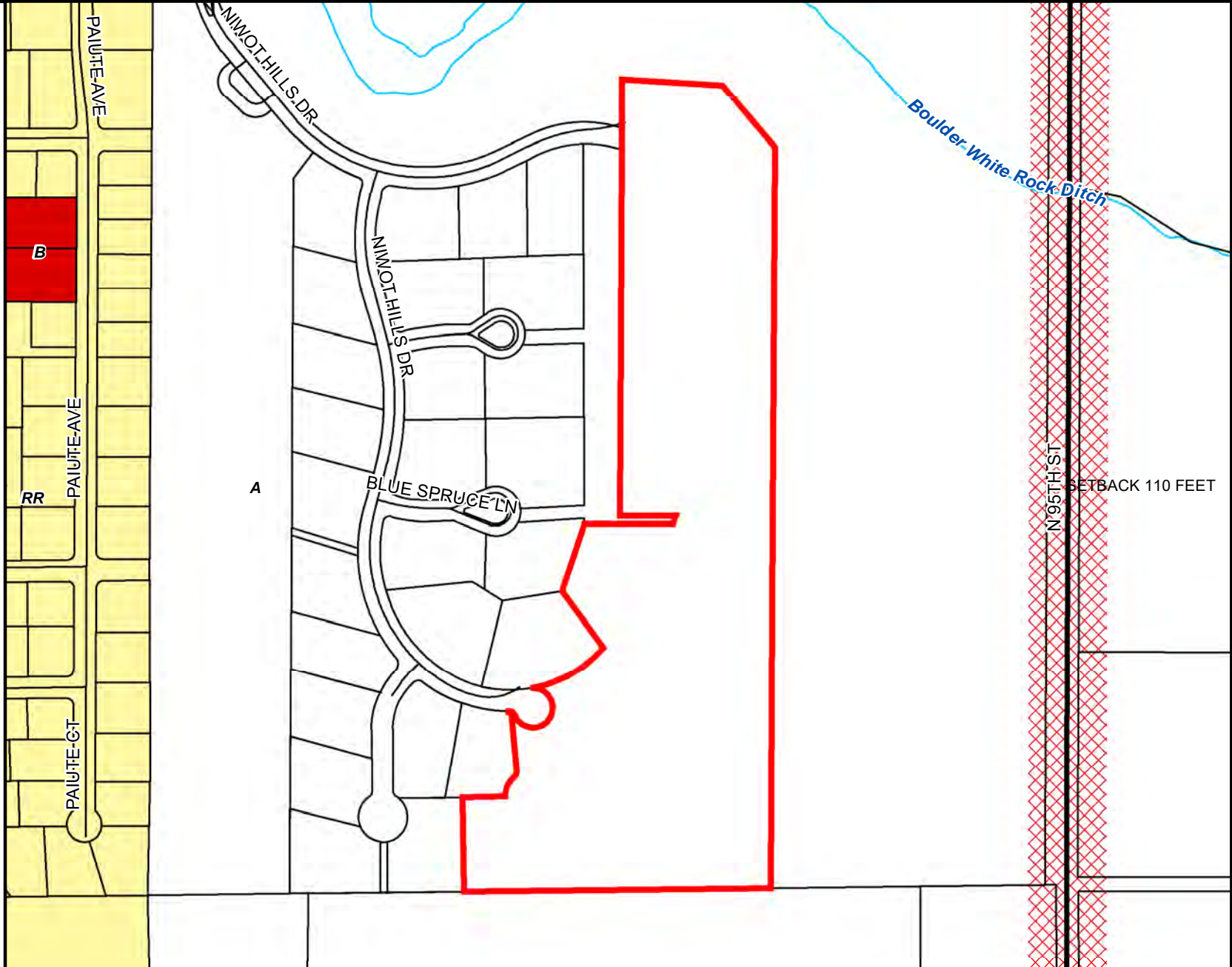
0 0.035 0.07 Miles



Area of Detail Date: 6/14/2021



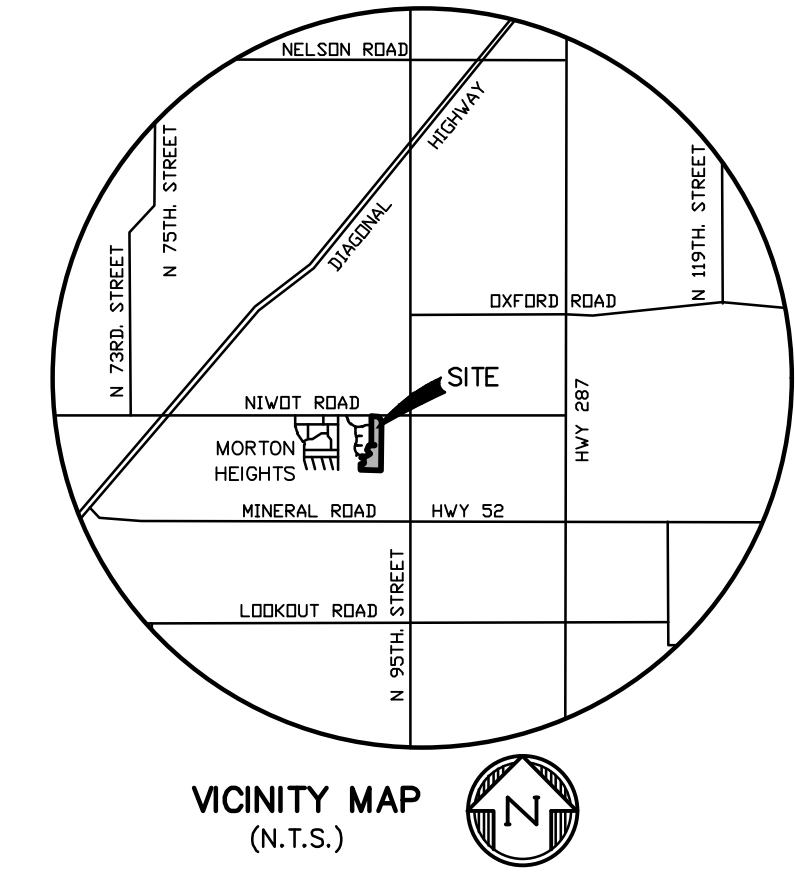
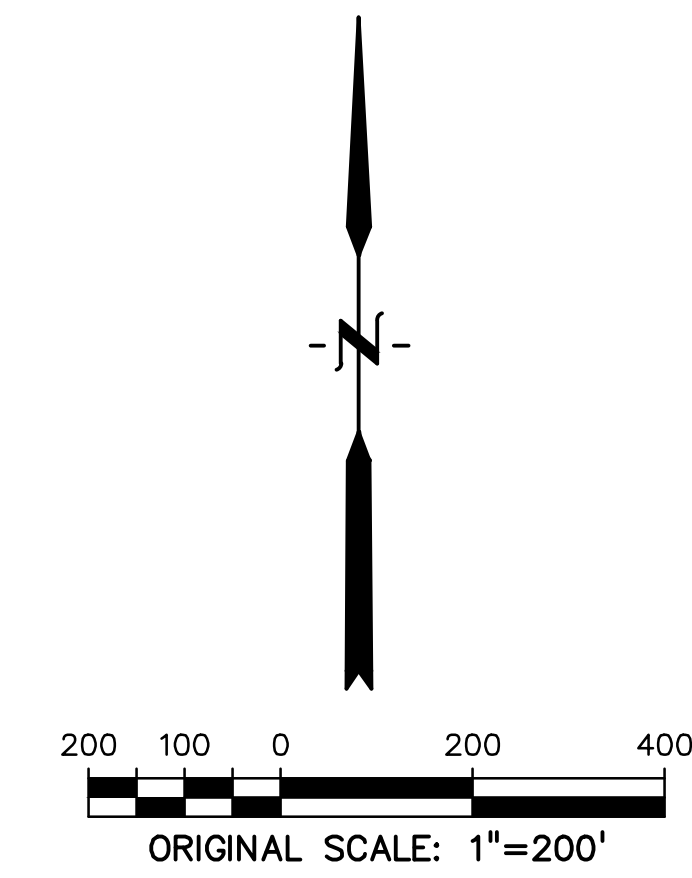
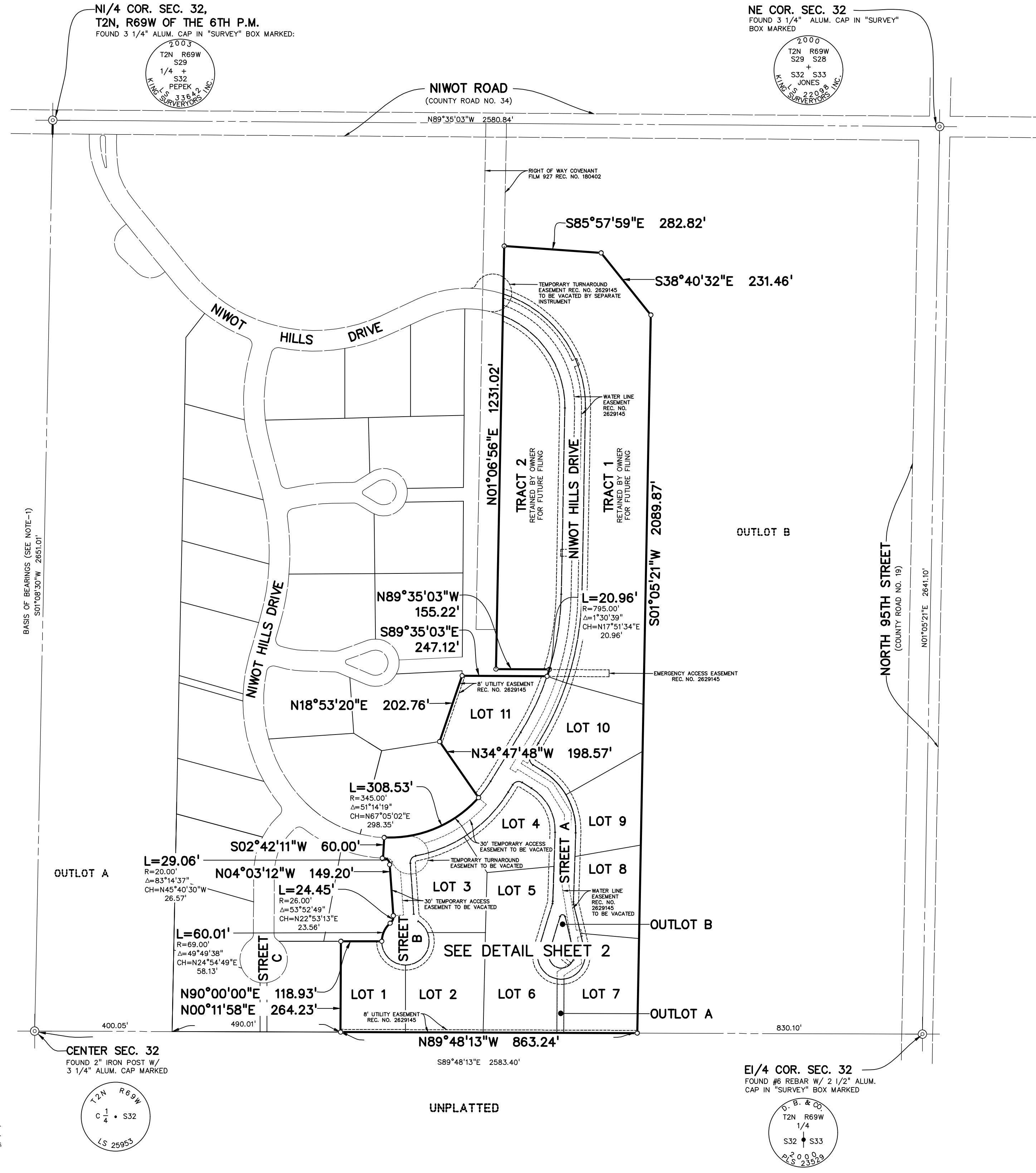
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FINAL PLAT NIWOT HILLS TDR/PUD SUBDIVISION FILING NO. 3

A REPLAT OF TRACT 1, NIWOT HILLS TDR/PUD SUBDIVISION FILING NO. 2
LOCATED IN THE NE1/4 OF SECTION 32, T2N, R69W OF THE 6TH P.M.,
COUNTY OF BOULDER, STATE OF COLORADO.

AREA = 28.241 ACRES, ±
SHEET 1 OF 3



OUTLOT	OWNERSHIP AND MAINTENANCE	USE
A&B	HOA	PRIVATE OPEN SPACE, DRAINAGE, UTILITIES, AND EMERGENCY ACCESS

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, NIWOT HILLS, LLC, A COLORADO LIMITED LIABILITY COMPANY, IS THE OWNER AND PROPRIETOR OF THE LAND SITUATED IN BOULDER COUNTY, COLORADO, AND LYING WITHIN "NIWOT HILLS TDR/PUD SUBDIVISION FILING NO. 2", A SUBDIVISION IN THE COUNTY OF BOULDER, STATE OF COLORADO, AND DOES HEREBY ACCEPT THE RESPONSIBILITY FOR THE COMPLETION OF THE PUBLIC IMPROVEMENTS AND DOES HEREBY DEDICATE AND SET APART ALL OF THE ROADS AND OTHER IMPROVEMENTS AND PLACES AS SHOWN ON THE PLAT TO THE USE OF THE PUBLIC FOREVER, AND, UNLESS OTHERWISE SPECIFICALLY NOTED BY REFERENCE ON THIS PLAT, DOES HEREBY DEDICATE THOSE PORTIONS OF THE REAL PROPERTY WHICH ARE INDICATED AS EASEMENTS ON THE PLAT AS EASEMENTS TO BOULDER COUNTY, COLORADO FOR THE PURPOSE(S) SHOWN HEREON, AND DOES HEREBY GRANT TO BOULDER COUNTY, COLORADO THE RIGHT TO REGULATE THE INSTALLATION AND MAINTENANCE OF NECESSARY STRUCTURES, FACILITIES AND/OR REQUIRED PUBLIC IMPROVEMENTS BY THE ENTITY RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED.

IN WITNESS WHEREOF, I HERETO SET MY HAND THIS ____ DAY OF _____, 2022.

NIWOT HILLS, LLC,
A COLORADO LIMITED LIABILITY COMPANY

BY: _____
MICHAEL MARKEL
MANAGER

GENERAL NOTES

- THE BASIS OF BEARINGS IS THE WEST LINE OF THE NE1/4 OF SECTION 32, BEING MONUMENTED AS SHOWN HEREON, WITH THE LINE ASSUMED TO BEAR S01°08'30"W.
- DREXEL BARRELL & CO. RELIED UPON TITLE COMMITMENT NO. F0615180-170-RRO-JHL, ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF APRIL 22, 2019 FOR ALL INFORMATION REGARDING THE LEGAL DESCRIPTION, EASEMENTS AND RIGHTS-OF-WAYS.
- ALL REFERENCES TO BOOKS, PAGES, MAPS AND RECEPTION NUMBERS ARE PUBLIC DOCUMENTS ON FILE WITH THE CLERK AND RECORDER OF BOULDER COUNTY, STATE OF COLORADO.
- EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED HEREON WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESERVATIONS, RESTRICTIONS, EXCLUSIONS, CONDITIONS, OBLIGATIONS, TERMS OR AS TO THE RIGHT TO GRANT THE SAME.
- THE LINEAL UNITS SHOWN HEREON ARE US SURVEY FEET.
- THE LAST FIELD INSPECTION OF THE SITE WAS ON JULY 5, 2018.

PREPARED BY: DREXEL, BARRELL & CO.
1800 38TH STREET
BOULDER, CO. 80301
303-442-4338

LEGAL DESCRIPTION

TRACT 1, NIWOT HILLS TDR/PUD SUBDIVISION FILING NO. 2, COUNTY OF BOULDER, STATE OF COLORADO

SURVEYOR'S CERTIFICATE

I, MATHEW E. SELDERS, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THERE ARE NO ROADS, PIPELINES, IRRIGATION DITCHES, OR OTHER EASEMENTS OF RECORD, OR OTHER OWNERSHIPS IN EVIDENCE, OR KNOWN BY ME, TO EXIST ON OR ACROSS THE HEREBEFORE DESCRIBED LAND EXCEPT AS SHOWN ON THIS PLAT OF "NIWOT HILLS TDR/PUD SUBDIVISION FILING NO. 3"; THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON JULY 5, 2018 BY ME OR UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 0.01 FEET; AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH SUBDIVISION AND/OR SURVEYING OF LAND AND ALL PROVISIONS (WITHIN MY CONTROL) OF THE BOULDER COUNTY SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS ____ DAY OF _____, 2022.

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO }
COUNTY OF BOULDER } SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT ____ O'CLOCK, THIS ____ DAY OF _____, 2022, AND IS DULY RECORDED IN PLAN FILE _____.

RECEPTION # _____

FEES PAID \$ _____ RECORDER _____

DEPUTY _____

ACKNOWLEDGMENT

STATE OF COLORADO }
COUNTY OF BOULDER } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2022, BY MICHAEL MARKEL, AS MANAGER OF NIWOT HILLS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

BOARD OF COMMISSIONER'S APPROVAL

APPROVED THIS ____ DAY OF _____, 2022,
BOARD OF COMMISSIONERS, BOULDER COUNTY, COLORADO. THIS APPROVAL DOES NOT GUARANTEE THAT THE SIZE, SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUND WATER CONDITIONS, OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT, WELL PERMIT, OR SEWAGE DISPOSAL PERMIT WILL BE ISSUED. THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INVOLVING REQUIRED IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES, AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR PROPRIETOR AND NOT THE COUNTY OF BOULDER. THE BOARD OF COMMISSIONERS ALSO CONSENT TO THE VACATION OF THE TEMPORARY TURNAROUND EASEMENT AS SHOWN HEREON AND THE WATER LINE EASEMENT AS SHOWN HEREON.

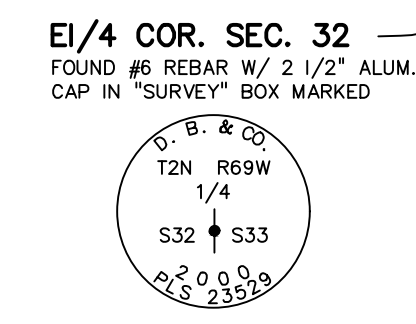
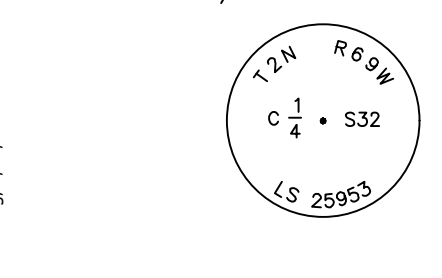
CHAIR _____ ATTEST _____

AUTHORIZATION TO RECORD

I, _____, SECRETARY TO THE BOULDER COUNTY PLANNING COMMISSION, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE ALL CONDITIONS OF COUNTY APPROVAL OF THIS PLAT OF "NIWOT HILLS TDR/PUD SUBDIVISION FILING NO. 3" HAVE BEEN FULLY SATISFIED, AND THAT THE SAME IS HEREBY AUTHORIZED FOR RECORDATION.

WITNESS MY HAND ON THIS ____ DAY OF _____, 2022.

SECRETARY TO THE BOULDER COUNTY PLANNING COMMISSION

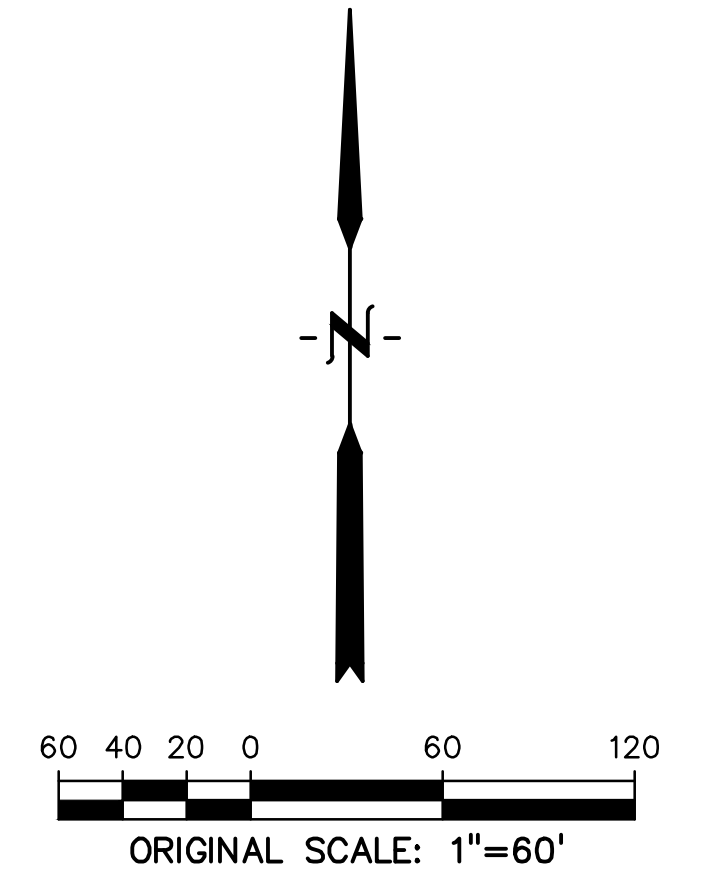
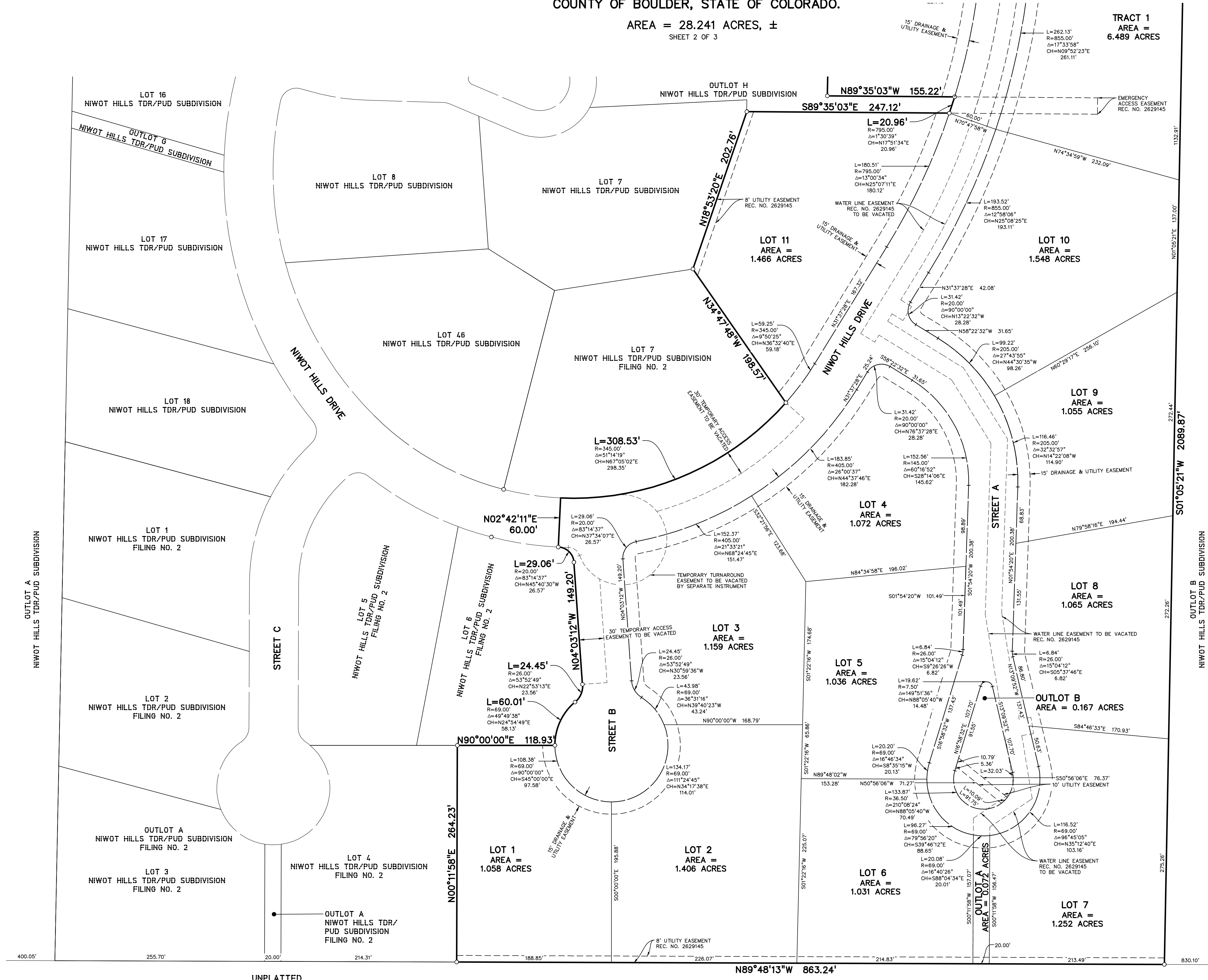


FINAL PLAT NIWOT HILLS TDR/PUD SUBDIVISION FILING NO. 3

A REPLAT OF TRACT 1, NIWOT HILLS TDR/PUD SUBDIVISION FILING NO. 2
LOCATED IN THE NE1/4 OF SECTION 32, T2N, R69W OF THE 6TH P.M.,
COUNTY OF BOULDER, STATE OF COLORADO.

AREA = 28.241 ACRES, ±
SHEET 2 OF 3

TRACT 1
AREA =
6.489 ACRES

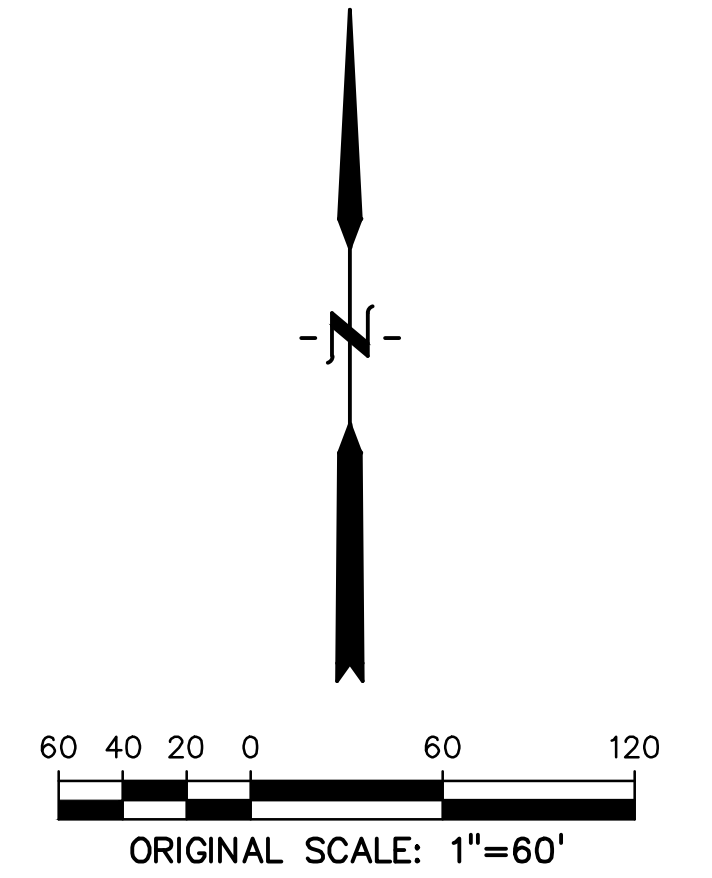
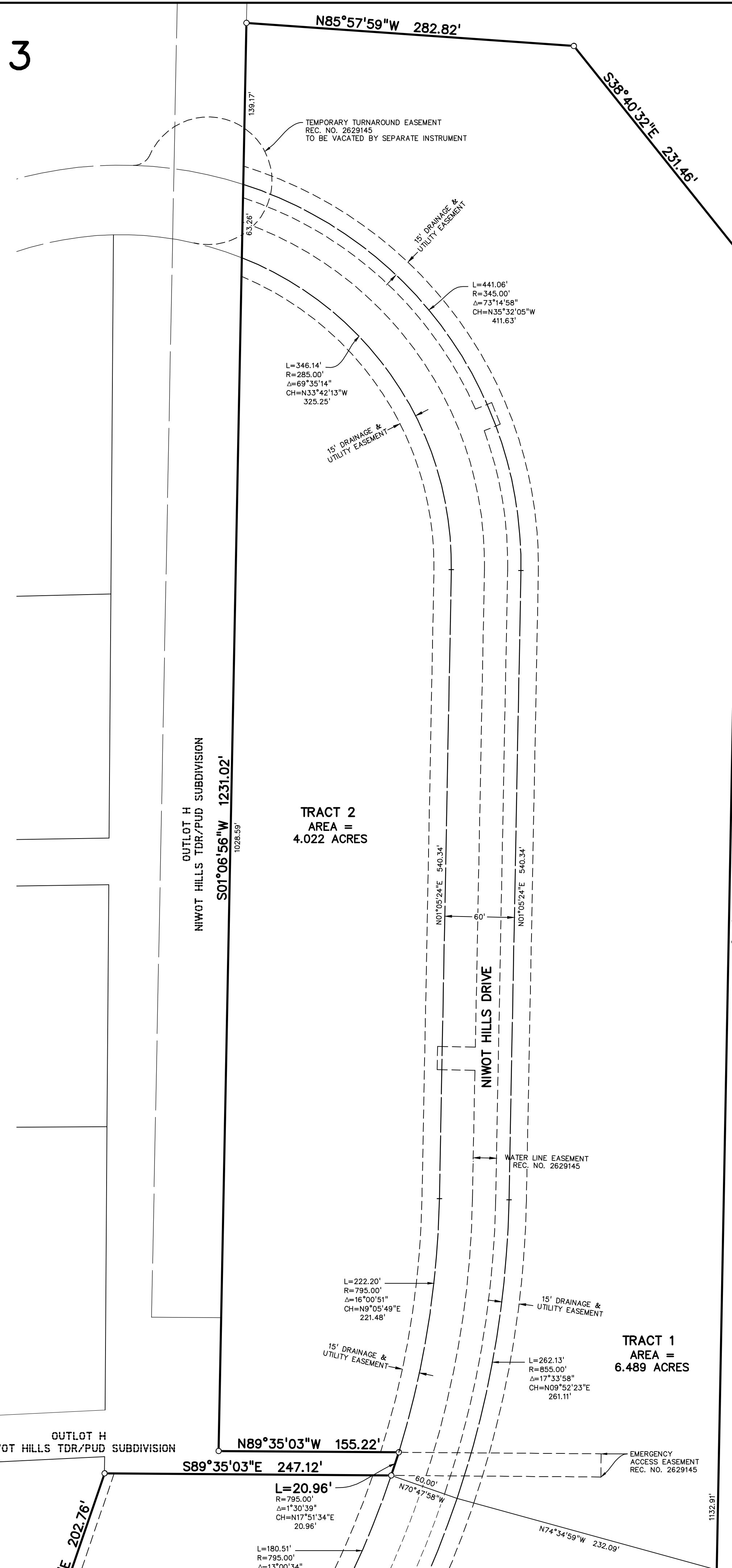


17130586-DWG-CV-Drawing-20250824-PC-01.dwg, 3/20/2022, 10:09:33 AM

FINAL PLAT NIWOT HILLS TDR/PUD SUBDIVISION FILING NO. 3

A REPLAT OF TRACT 1, NIWOT HILLS TDR/PUD SUBDIVISION FILING NO. 2
LOCATED IN THE NE1/4 OF SECTION 32, T2N, R69W OF THE 6TH P.M.,
COUNTY OF BOULDER, STATE OF COLORADO.

AREA = 28.241 ACRES, ±
SHEET 3 OF 3



T:\1\2025\KING\GIS\Drawings\250824_P_01.dwg, 3/20/2025 10:09:34 AM



1800 38th St. • Boulder, CO 80301 • 303-442-4338 • 303-442-4373 fax
 3 South 7th St. • Colorado Springs, CO 80905 • 719-260-0887 • 719-260-8352 fax
 6513 W. 4th Street • Greeley, CO 80634 • 970-351-0645

March 7, 2022

Nathan Schull, AICP – Planner II
 Boulder County Community Planning & Permitting
 P.O. BOX 471
 Boulder, CO. 80306

**RE: Niwot Hills – Phase III
 Boulder County, CO.**

PROJECT DESCRIPTION

On behalf of the applicant, Ridgeline Development Corporation, we wish to make a formal application to Boulder County under Article 5 of the Boulder County Land Use Code requesting a combined Sketch Plan, Preliminary Plan, and Final Plat approval for the creation of 11 lots within the planned unit development of Niwot Hills using Transferable Development Rights.

The subject property is located at 6775 Niwot Hills Drive, identified as Boulder County Assessor's Parcel #131532025007, on the southwest corner of Niwot Road and North 95th Street, in Section 32, Township 2 North, Range 69 West, in an Agricultural zoning district in unincorporated Boulder County. More specifically, the Phase III development will be situated in the southeast corner of the Niwot Hills TDR/PUD.

The overall Niwot Hills TDR/PUD was approved in 1999 with a total of 46 lots on approximately 160-acres. Phase I was approved for 17 lots in 2000 and Phase II was more recently approved in 2019 for the development of another 8 lots. This proposed Phase III development will be for another 11 lots that range in size from 1.06 acres to 1.47 acres. The total area of Phase III (28.2 acres) will include a future development area designated as Tract 1, with 12.15 acres.

The proposed development shall utilize existing water and sewer services already stubbed to each individual lot and will be served by the Left Hand Water District and Niwot Sanitation District.

The proposed site improvements will include extending the pavement of Niwot Hills Road – at its current southern limit – to wrap around the southern side of the development and back northward. This extension will have two new cul de sacs branching off the road to provide access to the new lots. A temporary turnaround will be constructed at the end of the street (as was done with Phase II). A final future phase of Niwot Hills would involve completing the Niwot Hills Drive loop to the northeast.

Stormwater Detention has already been provided for this proposed Phase with the construction of detention and water quality facilities on Outlots A and B as part of the initial Phase I Niwot Hills development. Drainage requirements as presented in the approved Drainage Report for Niwot Hills will be followed.

Niwot Hills, Phase III
March 7, 2022

- 2 -

A subdivision plat complying with Article 3-203.5 has been prepared and submitted with this application. Final platted lots will be subject to the standards and requirements set forth in the adopted Amended Design Guidelines – Rules and Regulations for Niwot Hills that was adopted by the Niwot Hills Homeowners Association in July 2016.

It is understood that a Development Agreement shall be provided in compliance with Article 3-206.B of the Code prior to recordation of the final plat.

We sincerely appreciate your time and effort in the review of the project. Please let me know if you should have any questions or desire any additional information.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Cameron W. Knapp', with a stylized flourish at the end.

Cameron W. Knapp, P.E.

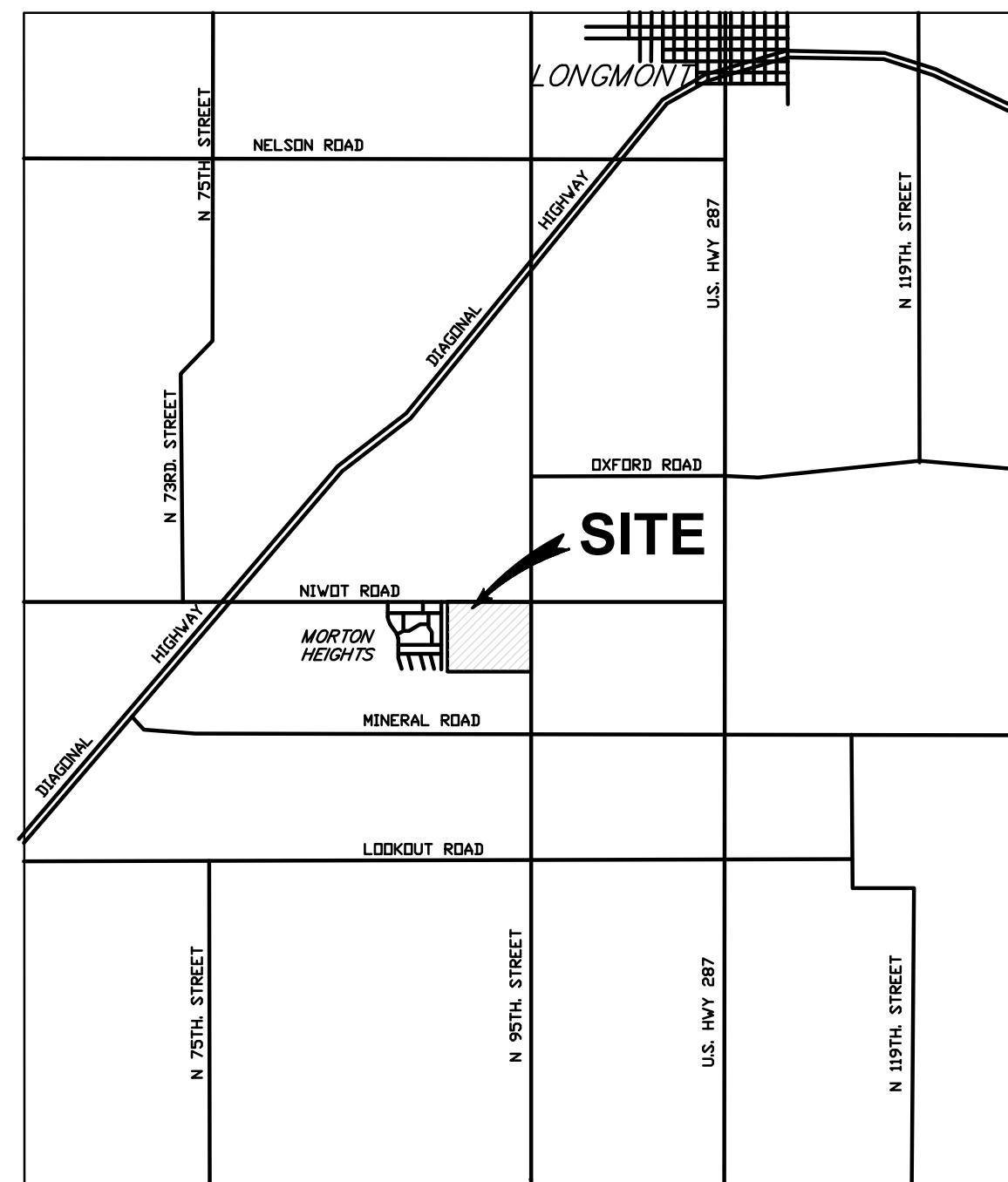
Project Manager

Drexel, Barrell & Co.

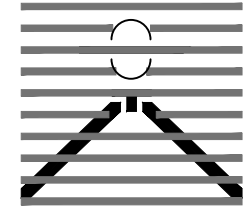
FINAL CONSTRUCTION PLANS FOR NIWOT HILLS - TDR/PUD SUBDIVISION FILING NO. 3

LOCATED IN THE NE 1/4 OF SECTION 32, T2N, R69W, OF THE 6TH P.M.
COUNTY OF BOULDER, STATE OF COLORADO.

MAY 2022



VICINITY MAP
NOT TO SCALE



PREPARED BY:
Drexel, Barrell & Co.
Engineers • Surveyors
1800 38TH STREET
BOULDER, COLORADO 80301
(303) 442-4338
CONTACT:
CAMERON KNAPP, P.E.

PREPARED FOR:
RIDGELINE
DEVELOPMENT
CORPORATION
5723 ARAPAHOE AVE., SUITE NO. 2B
BOULDER, COLORADO 80303
(303) 339-6122
CONTACT:
JASON MARKEL

GENERAL NOTES

1. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM WITH BOULDER COUNTY STANDARDS AND SPECIFICATIONS, LATEST REVISION THEREOF.
2. ALL WORK SHALL BE INSPECTED AND APPROVED BY BOULDER COUNTY AT THE DESIGNATED SIX PHASES PER BOULDER COUNTY TRANSPORTATION DEPARTMENT CONSTRUCTION REQUIREMENTS. THE DEPARTMENT SHALL BE CONTACTED 48 HOURS PRIOR TO THE NEED FOR AN INSPECTOR.
3. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
4. ALL STATIONS AND ELEVATIONS SHOWN REFER TO STREET CENTERLINE UNLESS NOTED.
5. ALL EXISTING PAVED ROADWAYS DISTURBED FOR UTILITY IMPROVEMENTS SHALL BE PATCHED THEN OVERLAID WITH 2" OF ASPHALT THE FULL WIDTH OF THE ROADWAY FOR THE LENGTH OF THE DISTURBANCE, PER BOULDER COUNTY SPECIFICATIONS.
6. RETROREFLECTIVE SHEETING BACKGROUND MATERIAL SHALL BE USED ON ALL STREET SIGNS. THE SIGNS SHALL BE MOUNTED ON UNI-STREET POSTS WITH BASES.

BOULDER COUNTY NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE COLORADO DEPARTMENT OF TRANSPORTATION STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2011 OR LATER EDITION AND THE STANDARD PLANS M&S STANDARDS 2012 OR LATER EDITION EXCEPT AS REVISED BY THE SPECIAL PROVISIONS OR NOTED ON THE PLANS.
2. PLAN QUANTITIES OF SURFACING MATERIALS ARE BASED ON THE FOLLOWING UNIT WEIGHTS AND RATES OF APPLICATION:
HOT BITUMINOUS PAVEMENT @ 150 LBS./C.F.
DILUTED EMULSIFIED ASPHALT SLOW SETTING @ 0.10 GAL./S.Y. (DILUTED 1:1 WITH WATER)
AGGREGATE BASE COURSE @ 135LBS./C.F.
3. DILUTED EMULSIFIED ASPHALT FOR TACK COAT SHALL CONSIST OF 1 PART EMULSIFIED ASPHALT AND 1 PART WATER.
4. RATES OF APPLICATION SHALL BE AS DIRECTED BY THE ENGINEER AT THE TIME OF APPLICATION. RATES SHOWN ABOVE ARE APPROXIMATE AND ARE SUBJECT TO ADJUSTMENT ON CONSTRUCTION.
5. PRIME COAT WILL NOT BE REQUIRED WHEN PAVING OVER EARTHEN OR BASE MATERIALS.
6. THE FOLLOWING SHALL BE FURNISHED WITH EACH BITUMINOUS PAYER:
A SKI TYPE DEVICE AT LEAST 30 FEET IN LENGTH.
SHORT SKI OR SHOE.
500 FEET OF CONTROL LINE AND STAKES OR AS DIRECTED BY THE PROJECT ENGINEER.
7. LOCATION OF STAGING AREAS, EQUIPMENT AND MATERIAL STORAGE ARE THE CONTRACTOR'S RESPONSIBILITY.
8. WATER SHALL BE USED AS A DUST PALLIATIVE WHERE REQUIRED DURING ROADWAY CONSTRUCTION. THIS WILL NOT BE MEASURED OR PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE WORK.
9. THE CONTRACTOR'S ATTENTION IS DIRECTED TO PARAGRAPH 105.06 OF THE STANDARD SPECIFICATIONS CONCERNING UTILITIES AND THE LISTING OF AFFECTED UTILITY OWNERS.
10. CONTRACTORS SHALL CALL FOR UTILITY LOCATIONS 48 HOURS PRIOR TO ANY EXCAVATION AT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987. CONTRACTORS SHALL BE RESPONSIBLE FOR PROTECTING UTILITIES DURING CONSTRUCTION AND SHALL HOLD THE COUNTY HARMLESS FOR DAMAGE ARISING FROM FAILURE TO ADEQUATELY PROTECT UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SCHEDULE UTILITY ADJUSTMENTS TO ELIMINATE CONFLICTS WITH PROGRESS OF THE WORK. ALL UNDERGROUND UTILITY CONSTRUCTION SHALL BE COMPLETED AND ACCEPTED PRIOR TO PLACING ASPHALT PAVEMENT.
11. ALL UNDERGROUND UTILITY CONSTRUCTION SHALL BE COMPLETED AND ACCEPTED PRIOR TO PLACING ASPHALT PAVEMENT.
12. THE CONTRACTOR SHALL NOT LEAVE ANY VERTICAL DROP-OFF IN SHOULDER WIDENING AREAS OR ANY OTHER AREA ADJACENT TO THE TRAVELLED WAY UNLESS PROTECTED BY THE PROPER TRAFFIC CONTROL DEVICES. THE CONTRACTOR SHALL NOT LEAVE ANY SHOULDER WIDENING AREAS IN THE OVERLAY PORTION OF THE PROJECT OR PATCHING AREAS IN THE EXCAVATED STAGE OF CONSTRUCTION DURING NON-WORKING HOURS.
13. CONTRACTORS ARE ADVISED THAT BOULDER COUNTY DESIRES TO PROTECT EXISTING VEGETATION INSIDE AND OUTSIDE THE PROJECT AREA. VEGETATION DAMAGED DURING CONSTRUCTION WILL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
14. MINIMUM RELATIVE COMPACTION WITHIN THE ROADWAY SHALL BE IN ACCORDANCE WITH AASHTO T-99.
15. DEPTH OF MOISTURE_DENSITY CONTROL FOR THIS PROJECT SHALL BE AS FOLLOWS:
FULL DEPTH OF ALL EMBANKMENTS
BASES OF CUTS AND FILLS, 6 INCHES
16. EXCAVATION REQUIRED FOR COMPACTION OF BASES OF CUTS AND FILLS WILL BE CONSIDERED AS INCIDENTAL TO THE BID ITEM EMBANKMENT (CIP) AND WILL NOT BE PAID FOR SEPARATELY.
17. THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE LIMITS OF DISTURBANCE AND TOES OF SLOPES AS SHOWN ON THE PLANS AND CROSS SECTIONS. ANY DISTURBANCE BEYOND THOSE LIMITS SHALL BE RESTORED TO ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. CONSTRUCTION ACTIVITIES SHALL INCLUDE VEHICLE AND EQUIPMENT PARKING, DISPOSAL OF LITTER, AND ANY OTHER ACTIVITY THAT WOULD ALTER EXISTING CONDITIONS.
18. WHERE TEING THE NEW PAVING INTO FIXED GRADE POINTS SUCH AS, INTERSECTIONS OR BEGINNING OR ENDING POINTS OF THE PROJECT OR OVERLAY AREAS, IT WILL BE AT THE PROJECT ENGINEERS DIRECTION AS TO WHETHER THE CONTRACTOR WILL MILL, LINE CUT OR FEATHER TO MATCH THESE EXISTING GRADES. LINE CUTTING AND FEATHERING WILL BE CONSIDERED INCIDENTAL TO THE PROJECT AND WILL NOT BE MEASURED OR PAID FOR SEPARATELY.
19. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND FIELD VERIFYING ALL VALVES AND MANHOLES PRIOR TO CONSTRUCTION. ALL VALVES AND MANHOLES MUST BE BROUGHT TO GRADE DURING PAVING OPERATIONS. ALL LIABILITIES FOR DAMAGES ARISING FROM MANHOLES OR VALVES BEING PLUGGED OR RENDERED INOPERABLE DUE TO THE CONTRACTOR'S CONSTRUCTION OPERATIONS REST WITH THE CONTRACTOR.
20. THE HAUL AND PLACEMENT OF EMULSIFIED ASPHALT (CS-1H), 0.20 GALLONS PER SQUARE YARD FOR TACK COAT, DILUTED AT 50% WILL NOT BE MEASURED OR PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR HOT BITUMINOUS PAVEMENT (GR SG)&(GR S)&(GR SX) ITEMS 403.
21. THE CONTRACTOR IS REQUIRED TO USE TACK IN SUCH A MANNER THAT WILL NOT PRODUCE TRACKING INTO DRIVEWAYS, SPLASHING ONTO VEHICLES OR RUNNING INTO THE BORROW DITCHES OR CREEK.
22. THE PAVING OF INTERSECTIONS OF SIDE ROADS WILL NOT BE MEASURED OR PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR HOT BITUMINOUS PAVEMENT ITEM 403.
23. CONTRACTOR IS TO VERIFY EXISTING PIPE DIMENSIONS PRIOR TO ORDERING OR PLACING ANY PIPE EXTENSIONS.
24. CONTRACTORS SHALL BE RESPONSIBLE FOR PROVIDING, INSTALLING, AND MAINTAINING THE REQUIRED CONSTRUCTION ZONE TRAFFIC CONTROL DEVICES AND PERSONNEL PER SPECIAL PROVISIONS AND SECTION 630 OF THE STANDARD SPECIFICATIONS AND THE MUTCD. THE CONTRACTOR SHALL SUBMIT TO BOULDER COUNTY'S TRAFFIC ENGINEER A SET OF TRAFFIC CONTROL PLANS FOR APPROVAL, PRIOR TO CONSTRUCTION. THE CONTRACTOR IS PROHIBITED FROM STARTING WORK AT ANY NEW LOCATION IF A TRAFFIC CONTROL PLAN HAS NOT BEEN SUBMITTED AND APPROVED BY BOULDER COUNTY'S TRAFFIC ENGINEER.
25. UNLESS OTHERWISE SPECIFIED, REMOVAL ITEMS SHALL BECOME THE PROPERTY OF THE CONTRACTOR. REMOVALS SHALL BE DISPOSED OF OUTSIDE OF THE PROJECTS LIMITS UNLESS OTHERWISE APPROVED BY THE ENGINEER.
26. THE CONTRACTOR SHALL PROVIDE FOR SAFE LOCAL ACCESS TO ALL ADJACENT PROPERTY OWNERS.
27. CONSTRUCTION INSPECTION AND TESTING OF MATERIALS WILL BE PROVIDED BY BOULDER COUNTY.
28. THE CONTRACTOR SHALL PROTECT ALL SURVEY AND RIGHT-OF-WAY MONUMENTATION DURING CONSTRUCTION OPERATIONS.

SHEET INDEX TABLE	
SHEET NUMBER	SHEET TITLE
C1.0	COVER SHEET
C2.0-C2.2	EXISTING CONDITIONS & DEMOLITION PLAN
C3.0-C3.2	GRADING PLAN
C4.0-C4.2	UTILITY PLAN
C5.0-C5.2	STORMWATER MANAGEMENT PLAN
C6.0-C6.3	NIWOT HILLS DRIVE PLAN & PROFILE
C6.4-C6.5	STREET A PLAN & PROFILE
C6.6	STREET B PLAN & PROFILE
C7.0-C7.1	DETAIL SHEETS
C8.0-C8.3	STORMWATER DETAIL SHEETS

BASIS OF BEARINGS

BEARINGS ARE REFERRED TO THE WEST LINE OF THE NE 1/4 OF SECTION 32 AS BEARING S01°08'30" W PER THE RECORDED PLAT OF THIRD ADDITION TO MORTON HEIGHTS SUBDIVISION (ASSUMED MERIDIAN).

BENCHMARK

3-1/4" ALUMINUM CAP AT THE NORTHWEST CORNER OF SECTION 32, T2N, R69W OF THE 6TH P.M.
ELEVATION=5119.30 NGVD 1929 DATUM.

GEOTECHNICAL

SUBSURFACE INVESTIGATION NIWOT HILLS SUBDIVISION, PHASE 1
PREPARED BY SCOTT, COX & ASSOCIATES, INC. DATED FEBRUARY 2000.
CONTACT: KEVIN L. HINDS, P.E.

PRELIMINARY SUBSURFACE INVESTIGATION NIWOT HILLS SUBDIVISION, PHASE II PREPARED BY SCOTT, COX & ASSOCIATES, INC. DATED MAY 2002.
CONTACT: KEVIN L. HINDS, P.E.



Know what's below.
Call before you dig.

PREPARED BY:



Drexel, Barrell & Co.
Engineers • Surveyors
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(303) 442-4338
BOULDER - GREELEY
COLORADO SPRINGS

OWNER/CLIENT:

RIDGELINE
DEVELOPMENT
CORPORATION

5723 ARAPAHOE AVENUE, #2B
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(303) 339-6122

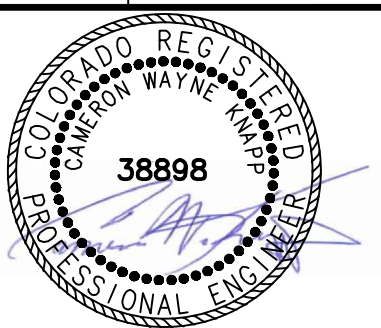
FINAL CONSTRUCTION DRAWINGS FOR:
NIWOT HILLS
TDR/PUD SUBDIVISION
FILING NO. 3
BOULDER COUNTY, COLORADO

ISSUE DATE

COUNTY SUBMITTAL 5/20/2022

DESIGNED BY: CWK
DRAWN BY: CWK
CHECKED BY: MDM

FILE NAME: CV01



FOR, AND ON BEHALF OF,
DREXEL, BARRELL & CO.

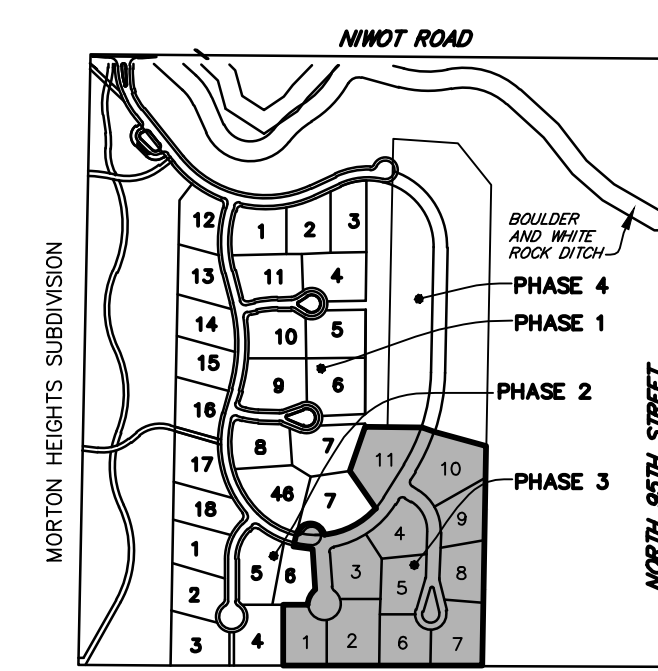
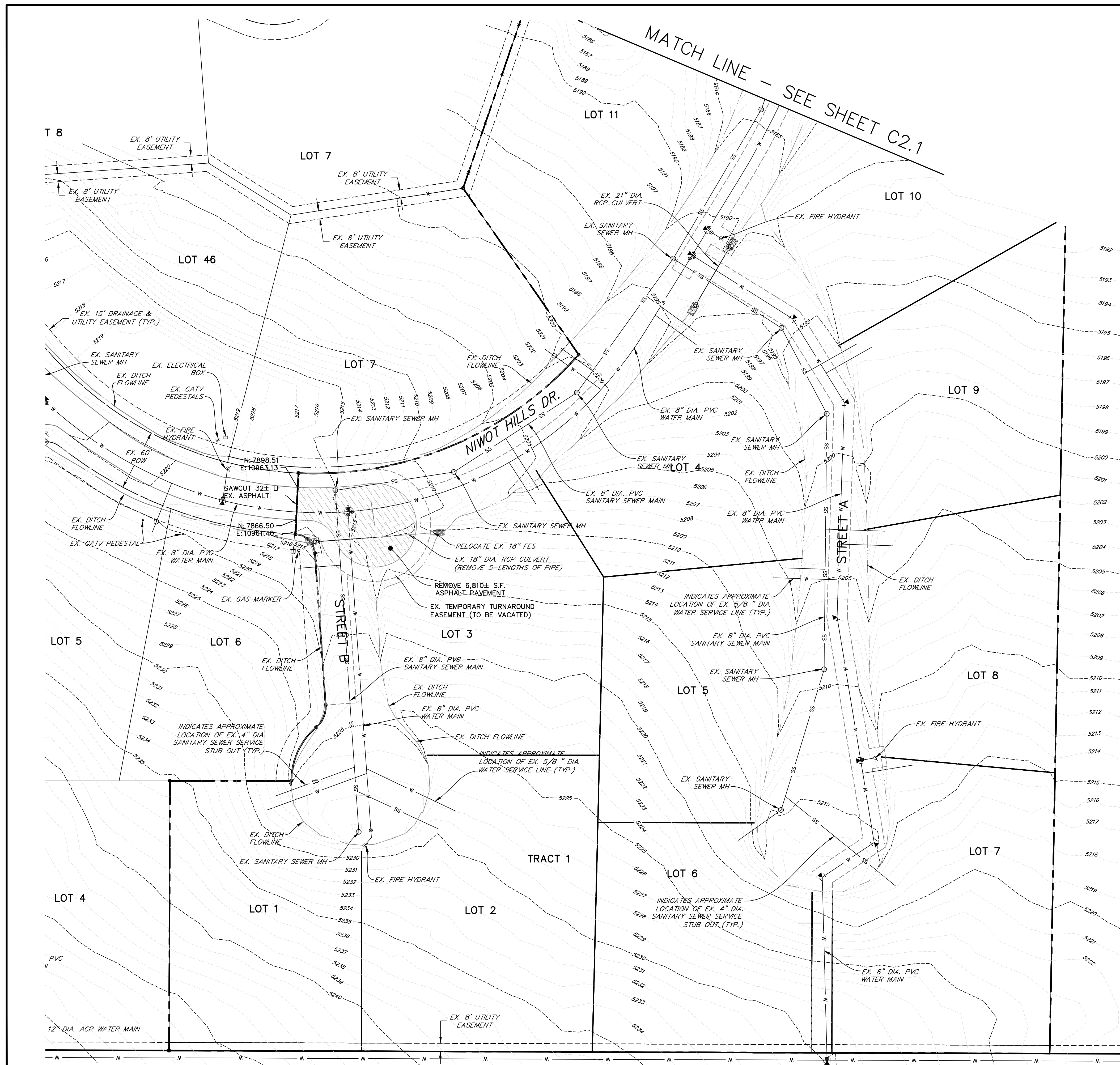
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HORIZONTAL: NA
VERTICAL: NA

COVER SHEET

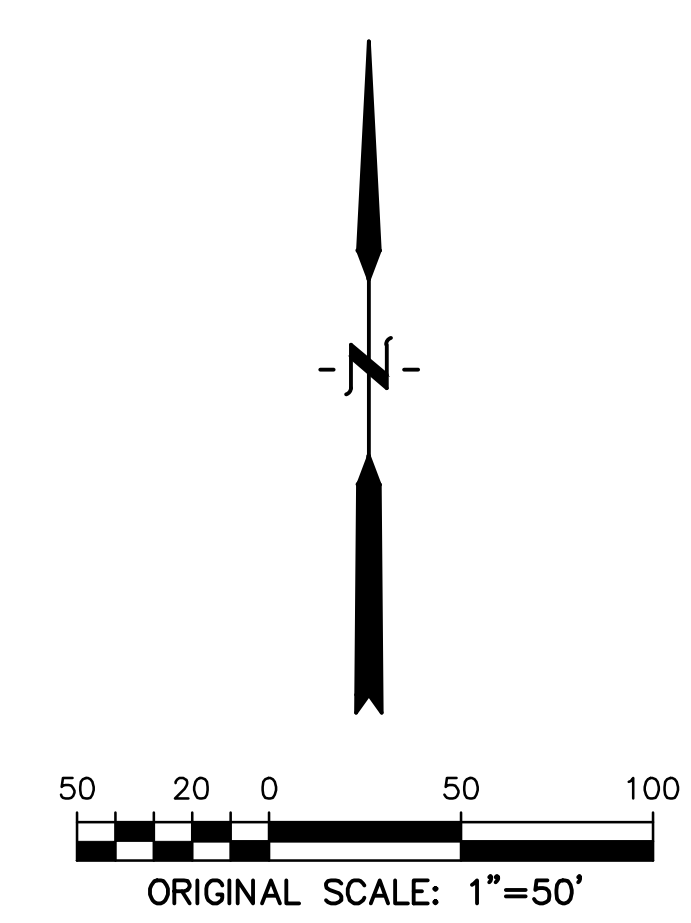
PROJECT:20598-04BLCV
DRAWING NO.

C1.0

SHEET: 1 OF 26



KEY MAP
NOT TO SCALE



LEGEND

- PROPERTY LINE.....
- EX. ROW LINE.....
- EX. EASEMENT LINE.....
- EX. STORM LINE..... ST
- EX. INTERMEDIATE CONTOUR.....
- EX. INDEX CONTOUR.....
- EX. FLOWLINE.....
- AREA OF DEMOLITION & REMOVAL.....
- PROPOSED SAWCUT LINE.....

BENCHMARK

3-1/4" ALUMINUM CAP AT THE NORTHWEST CORNER OF SECTION 32, T2N, R69W OF THE 6TH P.M. ELEVATION=5119.30 NGVD 1929 DATUM.

BASIS OF BEARINGS

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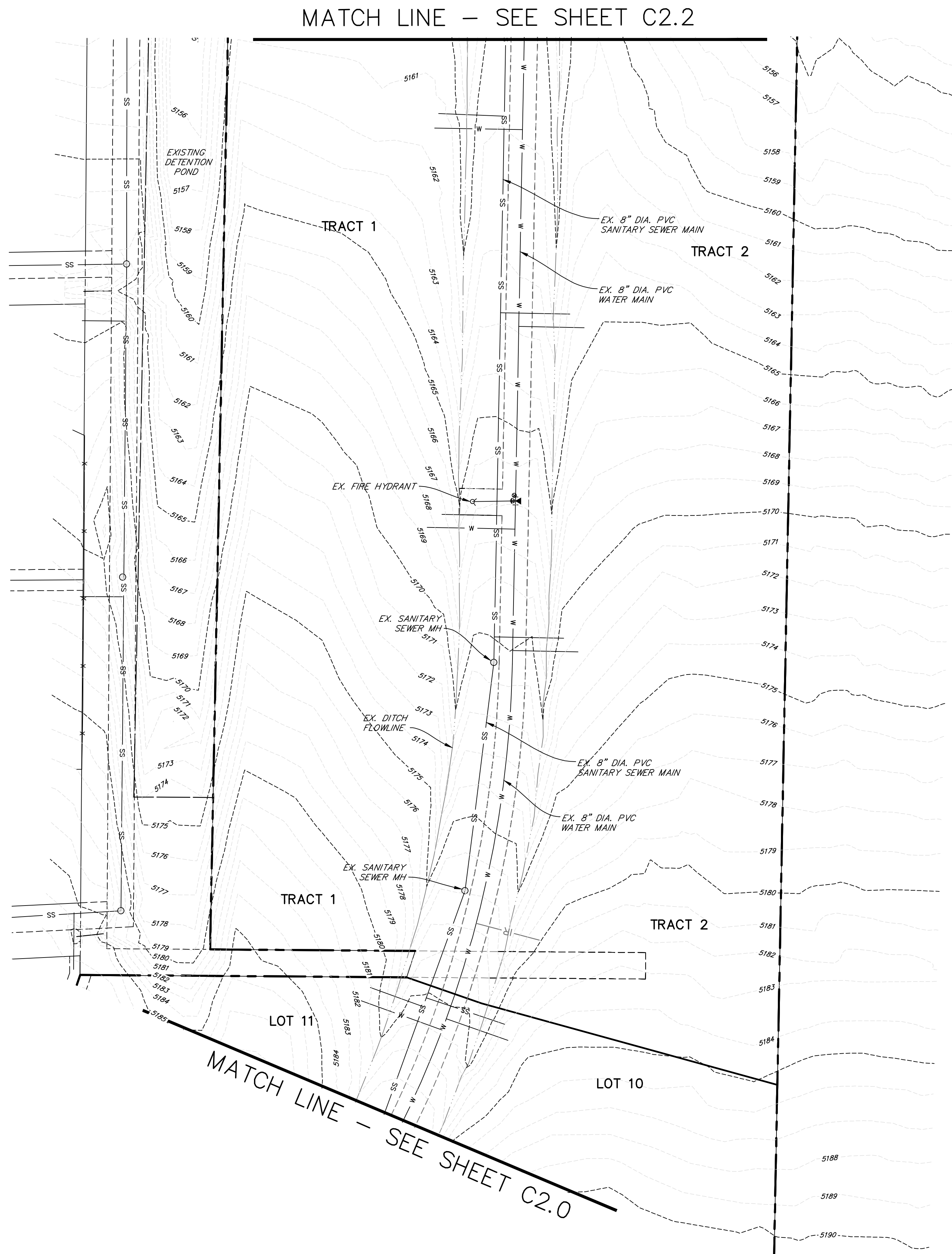
OWNER/CLIENT:
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FINAL CONSTRUCTION DRAWINGS FOR:
**NWOT HILLS
TDR/PUD SUBDIVISION
FILING NO. 3
BOULDER COUNTY, COLORADO**

ISSUE	DATE
COUNTY SUBMITTAL	5/20/2022
DESIGNED BY:	CKW
DRAWN BY:	CKW
CHECKED BY:	MDM
FILE NAME:	EX01

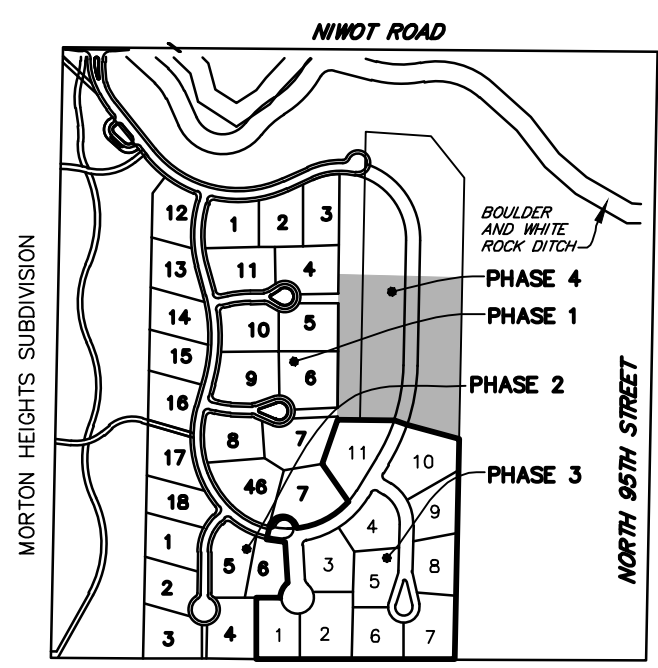
COLORED RECORD PLAT
38898
05/20/2022
FOR, AND ON BEHALF OF,
DREXEL, BARRELL & CO.
DRAWING SCALE:
HORIZONTAL: 1"=50'
VERTICAL: N.A.

EXISTING CONDITIONS & DEMOLITION PLAN
PROJECT:20598-04BLCV
DRAWING NO.
C2.0
SHEET: 2 OF 26

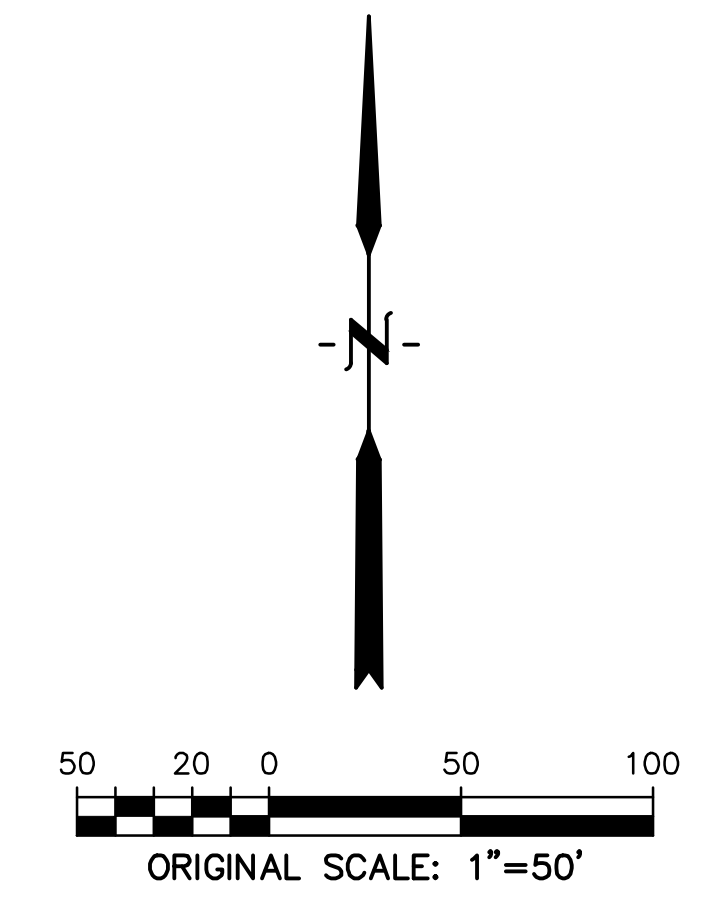


MATCH LINE - SEE SHEET C2.2

MATCH LINE - SEE SHEET C2.0



KEY MAP
NOT TO SCALE



LEGEND

- PROPERTY LINE..... - - - - -
- EX. ROW LINE..... - - - - -
- EX. EASEMENT LINE..... - - - - -
- EX. STORM LINE..... - - - - - ST
- EX. INTERMEDIATE CONTOUR..... - - - - -
- EX. INDEX CONTOUR..... - - - - -
- EX. FLOWLINE..... - - - - -
- AREA OF DEMOLITION & REMOVAL..... [Hatched Box]
- PROPOSED SAWCUT LINE..... - - - - -

BENCHMARK
3-1/4" ALUMINUM CAP AT THE NORTHWEST CORNER OF SECTION 32, T2N, R69W OF THE 6TH P.M. ELEVATION=5119.30 NGVD 1929 DATUM.

BASIS OF BEARINGS
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COLORADO SPRINGS

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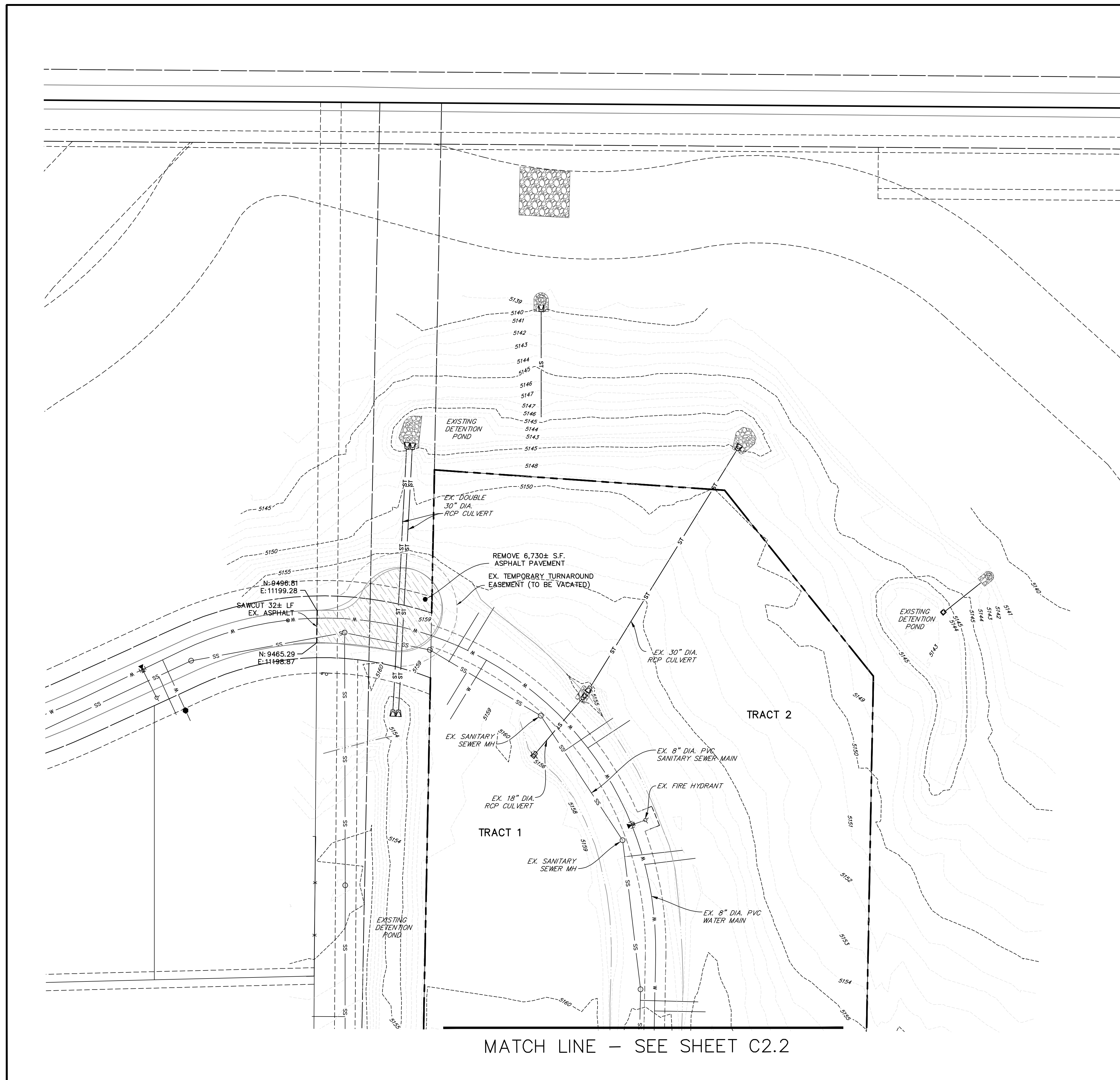
FINAL CONSTRUCTION DRAWINGS FOR:
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BOULDER COUNTY, COLORADO**

ISSUE	DATE
COUNTY SUBMITTAL	5/20/2022
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CHECKED BY:	MDM
FILE NAME:	EX01

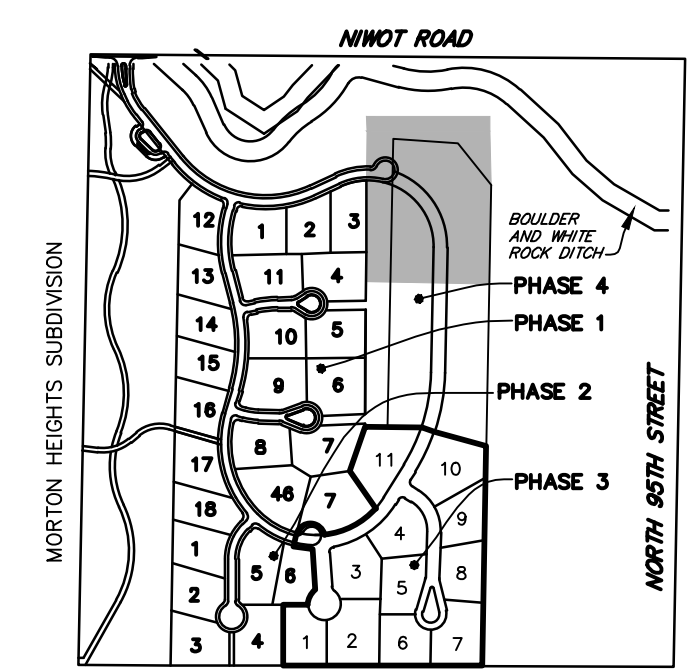
PROFESSIONAL ENGINEER
38898
05/20/2022
FOR, AND ON BEHALF OF,
DREXEL, BARRELL & CO.
DRAWING SCALE:
HORIZONTAL: 1"=50'
VERTICAL: N.A.

EXISTING CONDITIONS & DEMOLITION PLAN
PROJECT:20598-04BLCV
DRAWING NO.

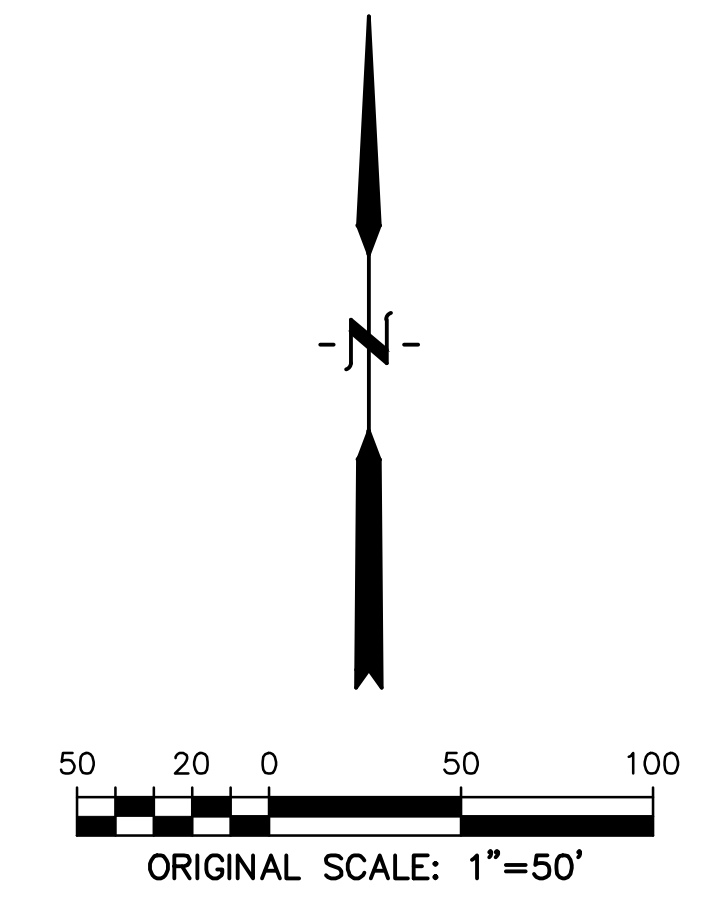
C2.1
SHEET: 3 OF 26



MATCH LINE — SEE SHEET C2.2



KEY MAP
NOT TO SCALE



LEGEND

- PROPERTY LINE.....
- EX. ROW LINE.....
- EX. EASEMENT LINE.....
- EX. STORM LINE..... ST.....
- EX. INTERMEDIATE CONTOUR.....
- EX. INDEX CONTOUR.....
- EX. FLOWLINE.....
- AREA OF DEMOLITION & REMOVAL.....
- PROPOSED SAWCUT LINE.....

BENCHMARK
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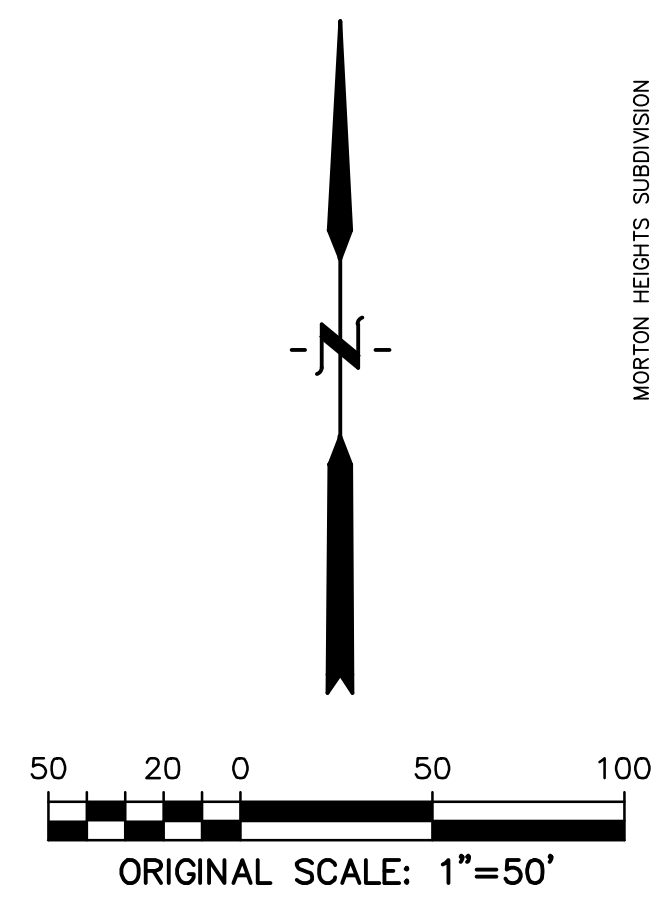
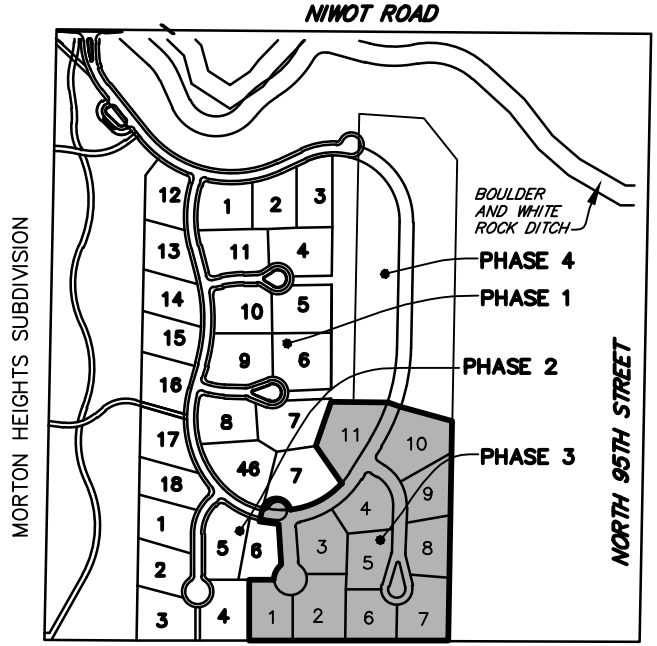
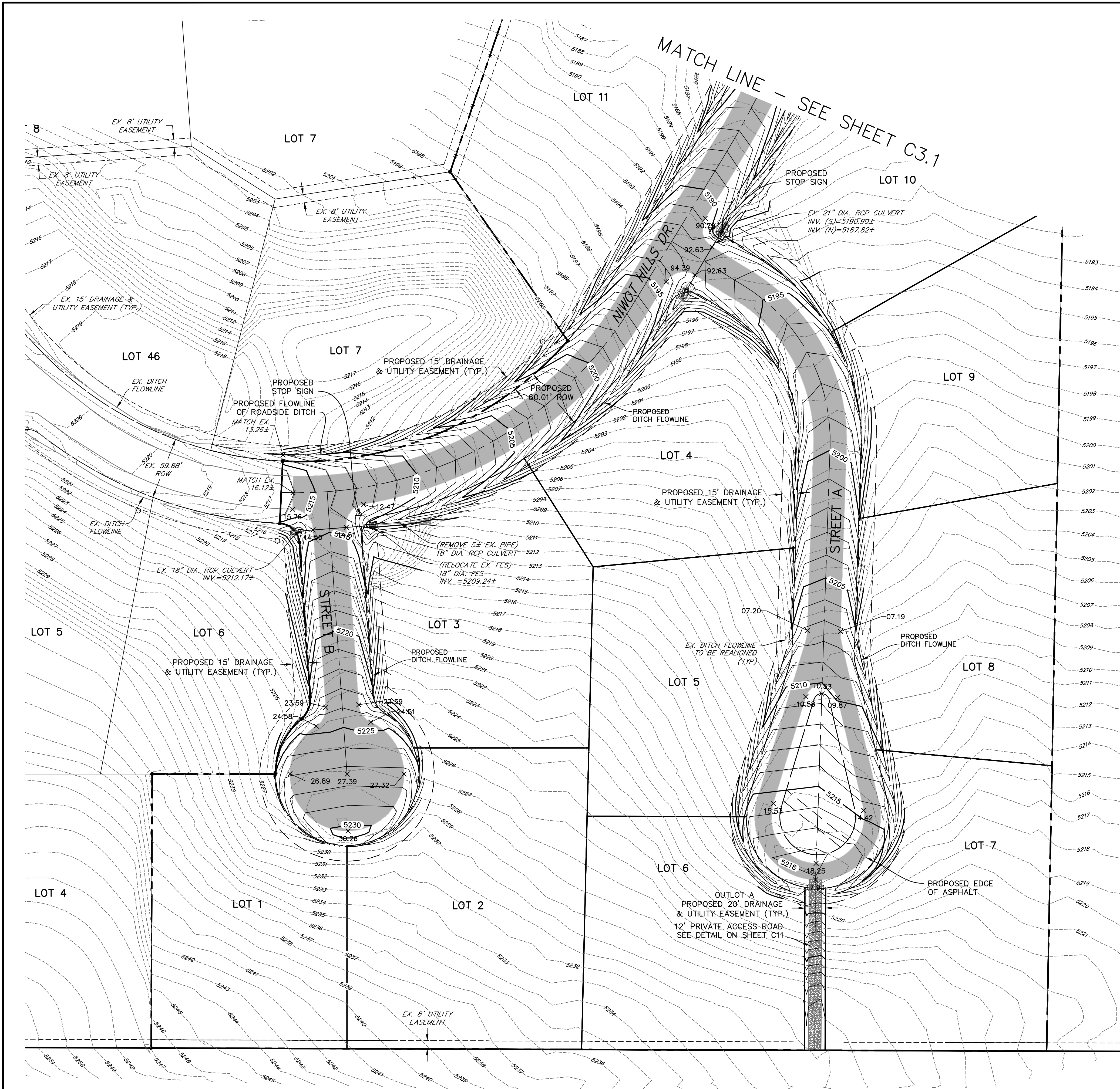
FINAL CONSTRUCTION DRAWINGS FOR:
**NIWOT HILLS
TDR/PUD SUBDIVISION
FILING NO. 3
BOULDER COUNTY, COLORADO**

ISSUE	DATE
COUNTY SUBMITTAL	5/20/2022
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CHECKED BY:	MDM
FILE NAME:	EX01

PROFESSIONAL ENGINEER
38898
05/20/2022
FOR, AND ON BEHALF OF,
DREXEL, BARRELL & CO.
DRAWING SCALE:
HORIZONTAL: 1"=50'
VERTICAL: N.A.

EXISTING
CONDITIONS &
DEMOLITION PLAN
PROJECT: 20598-04BLCV
DRAWING NO.

C2.2
SHEET: 3 OF 26



LEGEND

PROPERTY LINE	.....	-----
EX. ROW LINE	.....	-----
EX. EASEMENT LINE	.....	-----
EX. STORM LINE	.....	-----
EX. INTERMEDIATE CONTOUR	.....	-----
EX. INDEX CONTOUR	.....	-----
PROPOSED ASPHALT	.....	-----
PROPOSED ROW LINE	.....	-----
PROPOSED EASEMENT LINE	.....	-----
PROPOSED STORM SEWER	.....	-----
PROPOSED INTERMEDIATE CONTOUR	.....	-----
PROPOSED INDEX CONTOUR	.....	-----
EXISTING SPOT ELEVATION	.....	-----
PROPOSED SPOT ELEVATION	.....	-----
PROPOSED SLOPE	.....	-----
FLOWLINE OF DRAINAGE SWALE	.....	-----

NOTE:
 1. ADD 5200 TO ALL SPOT ELEVATIONS

BASIS OF BEARINGS
 BEARINGS ARE REFERRED TO THE WEST LINE OF THE NE 1/4 OF SECTION 32 AS BEARING S01°08'30" W PER THE RECORDED PLAT OF THIRD ADDITION TO MORTON HEIGHTS SUBDIVISION (ASSUMED MERIDIAN).

BENCHMARK
 3-1/4" ALUMINUM CAP AT THE NORTHWEST CORNER OF SECTION 32, T2N, R69W OF THE 6TH P.M. ELEVATION=5119.30 NGVD 1929 DATUM.

GRADING NOTES
 1. SEE ROAD PROFILES ON SHEETS C6-C10
 2. SEE ROAD TYPICAL SECTIONS ON SHEET C11
 3. SEE 12' PRIVATE ACCESS ROAD DETAIL ON SHEET C11



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 (303) 339-6122

FINAL CONSTRUCTION DRAWINGS FOR:
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 BOULDER COUNTY, COLORADO**

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DRAWN BY:	
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FILE NAME:	

DESIGNED BY: CWK
 DRAWN BY: CWK
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 FILE NAME: GR01

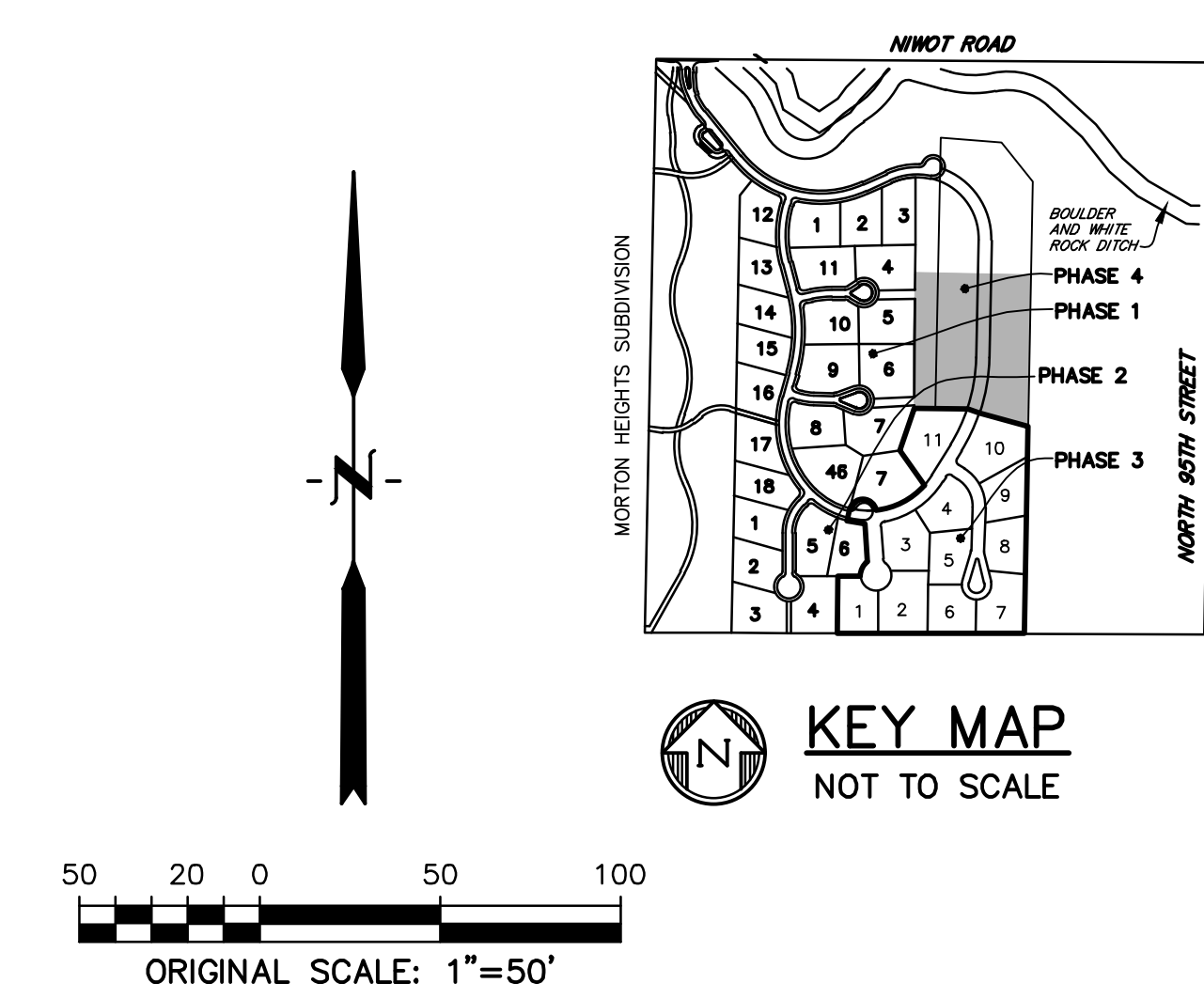
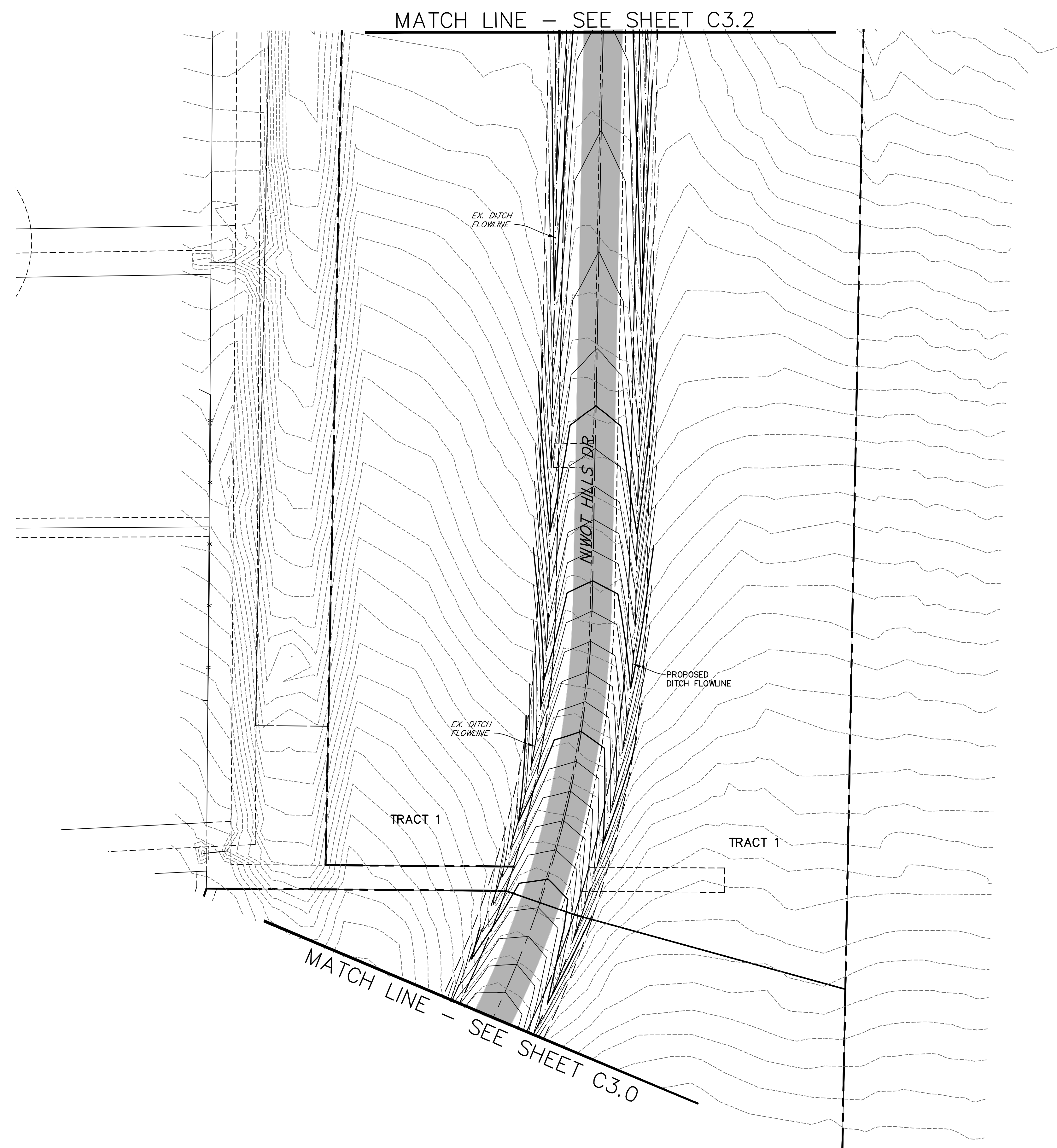
COLOGRADO REGISTERED PROFESSIONAL ENGINEER
 38898
 05/20/2022
 FOR, AND ON BEHALF OF,
DREXEL, BARRELL & CO.
 DRAWING SCALE:
 HORIZONTAL: 1"=50'
 VERTICAL: N.A.

GRADING PLAN

PROJECT:20598-04BLCV
 DRAWING NO.

C3.0

SHEET: 5 OF 26



LEGEND

PROPERTY LINE	-----
EX. ROW LINE	-----
EX. EASEMENT LINE	-----
EX. STORM LINE	----- ST
EX. INTERMEDIATE CONTOUR	----- 5223
EX. INDEX CONTOUR	----- 5225
PROPOSED ASPHALT	██████████
PROPOSED ROW LINE	-----
PROPOSED EASEMENT LINE	-----
PROPOSED STORM SEWER	-----
PROPOSED INTERMEDIATE CONTOUR	----- 5223
PROPOSED INDEX CONTOUR	----- 5225
EXISTING SPOT ELEVATION	× 56.23
PROPOSED SPOT ELEVATION	× 62.84
PROPOSED SLOPE	----- -1.5%
FLOWLINE OF DRAINAGE SWALE	-----

NOTE:
1. ADD 5200 TO ALL SPOT ELEVATIONS

BASIS OF BEARINGS
BEARINGS ARE REFERRED TO THE WEST LINE OF THE NE 1/4 OF SECTION 32 AS BEARING S01°08'30" W PER THE RECORDED PLAT OF THIRD ADDITION TO MORTON HEIGHTS SUBDIVISION (ASSUMED MERIDIAN).

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3-1/4" ALUMINUM CAP AT THE NORTHWEST CORNER OF SECTION 32, T2N, R69W OF THE 6TH P.M. ELEVATION=5119.30 NGVD 1929 DATUM.

GRADING NOTES
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2. SEE ROAD TYPICAL SECTIONS ON SHEET C11
3. SEE 12' PRIVATE ACCESS ROAD DETAIL ON SHEET C11



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FINAL CONSTRUCTION DRAWINGS FOR:
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ISSUE	DATE
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DESIGNED BY: CWK
DRAWN BY: CWK
CHECKED BY: MDM
FILE NAME: GR01

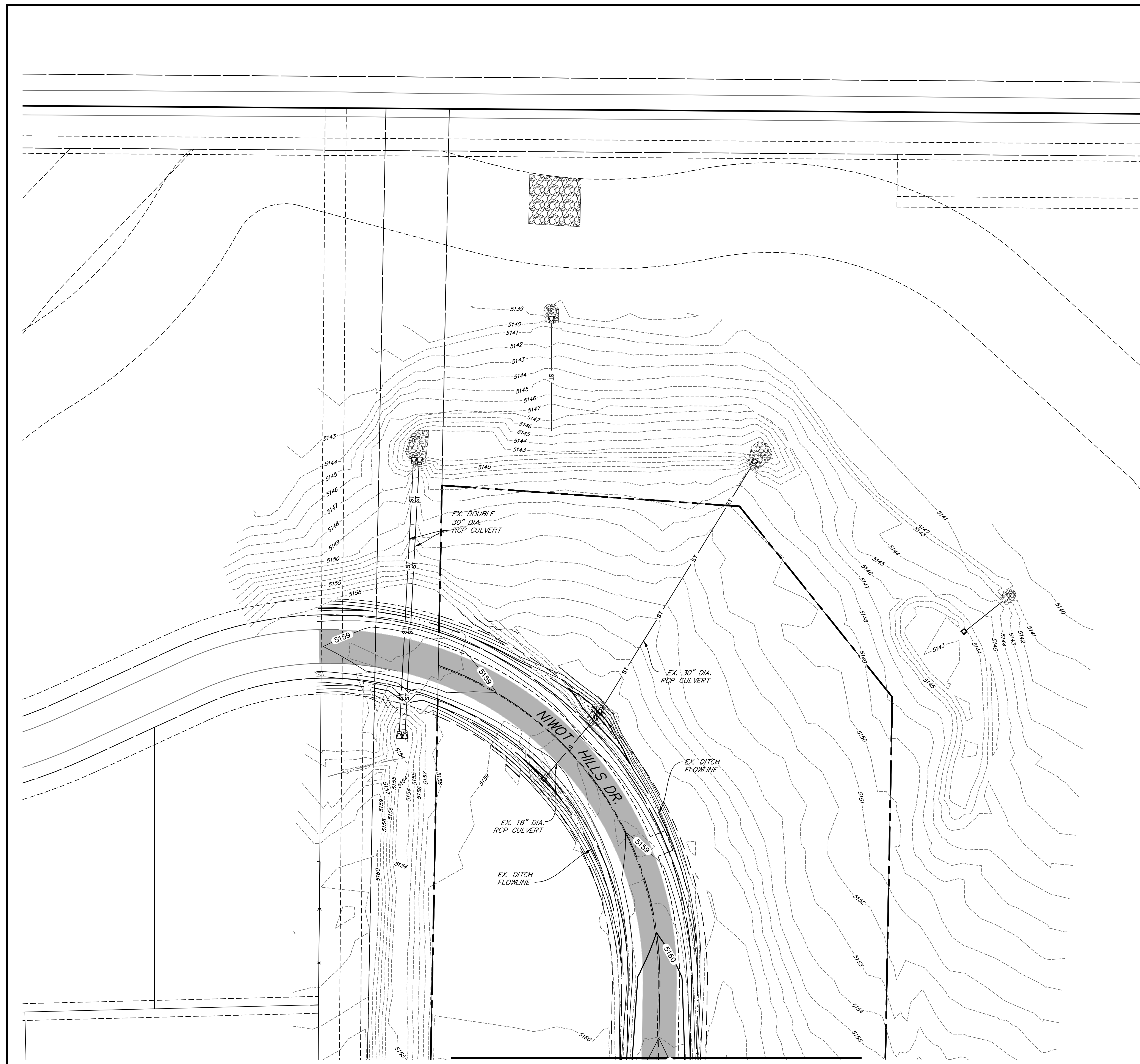
COLORADO REGISTERED PROFESSIONAL ENGINEER
38898
05/20/2022
FOR, AND ON BEHALF OF,
DREXEL, BARRELL & CO.
DRAWING SCALE:
HORIZONTAL: 1"=50'
VERTICAL: N.A.

GRADING PLAN

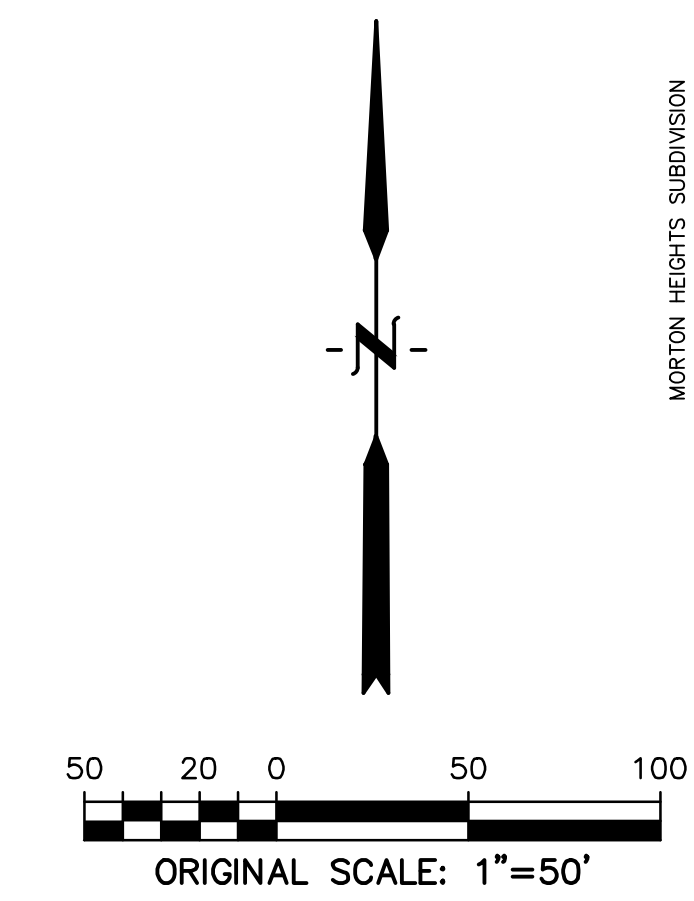
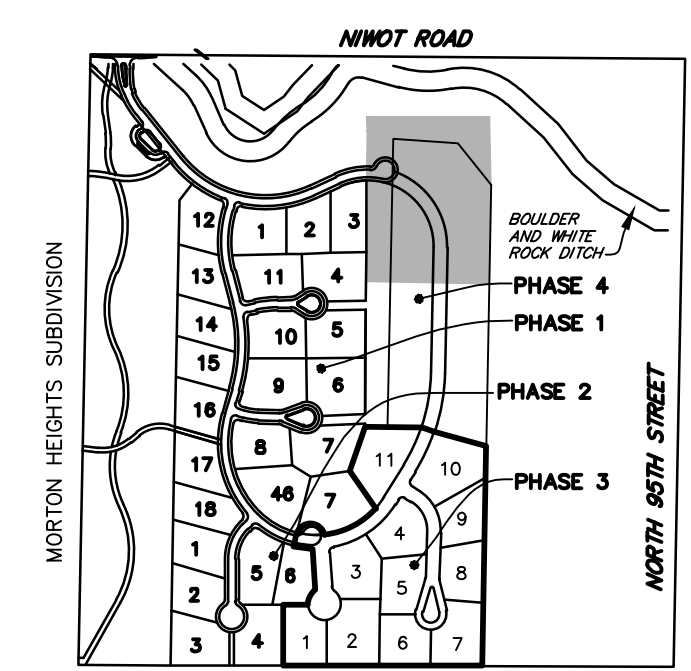
PROJECT: 20598-04BLCV
DRAWING NO.

C3.1

SHEET: 6 OF 26



MATCH LINE - SEE SHEET C3.1



LEGEND

- PROPERTY LINE - - - - -
- EX. ROW LINE - - - - -
- EX. EASEMENT LINE - - - - -
- EX. STORM LINE - - - - -
- EX. INTERMEDIATE CONTOUR - - - - -
- EX. INDEX CONTOUR - - - - -
- PROPOSED ASPHALT [shaded area]
- PROPOSED ROW LINE - - - - -
- PROPOSED EASEMENT LINE - - - - -
- PROPOSED STORM SEWER [dashed line]
- PROPOSED INTERMEDIATE CONTOUR 5223
- PROPOSED INDEX CONTOUR 5225
- EXISTING SPOT ELEVATION x 56.23
- PROPOSED SPOT ELEVATION x 62.84
- PROPOSED SLOPE -1.5%
- FLOWLINE OF DRAINAGE SWALE - - - - -

NOTE:

1. ADD 5200 TO ALL SPOT ELEVATIONS

BASIS OF BEARINGS

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BENCHMARK

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GRADING NOTES

1. SEE ROAD PROFILES ON SHEETS C6-C10
2. SEE ROAD TYPICAL SECTIONS ON SHEET C11
3. SEE 12' PRIVATE ACCESS ROAD DETAIL ON SHEET C11



PREPARED BY:
DBC
 Drexel, Barrell & Co.
 Engineers-Surveyors
 1800 38TH STREET
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 BOULDER - GREELEY
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**NIWOT HILLS
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 BOULDER COUNTY, COLORADO**

ISSUE	DATE
COUNTY SUBMITTAL	5/20/2022

DESIGNED BY:	CKW
DRAWN BY:	CHK
CHECKED BY:	MDM
FILE NAME:	GR01

FOR, AND ON BEHALF OF,
DREXEL, BARRELL & CO.
 DRAWING SCALE:
 HORIZONTAL: 1"=50'
 VERTICAL: N.A.

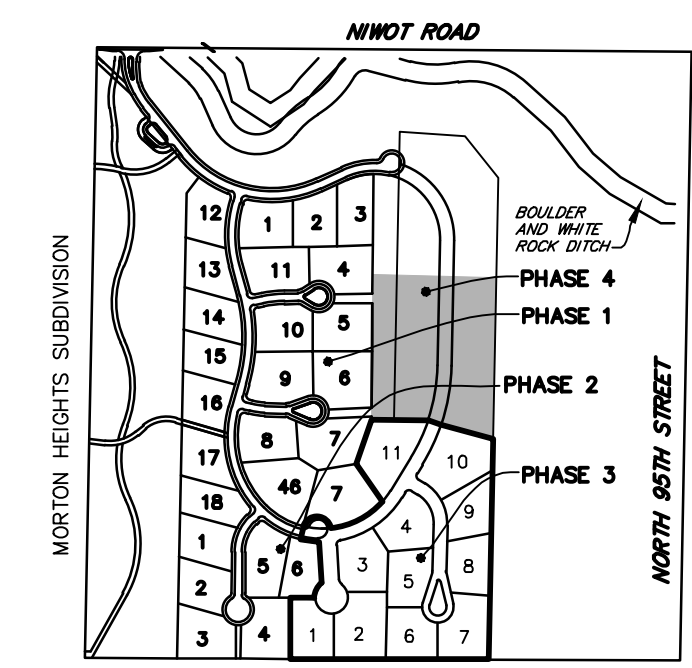
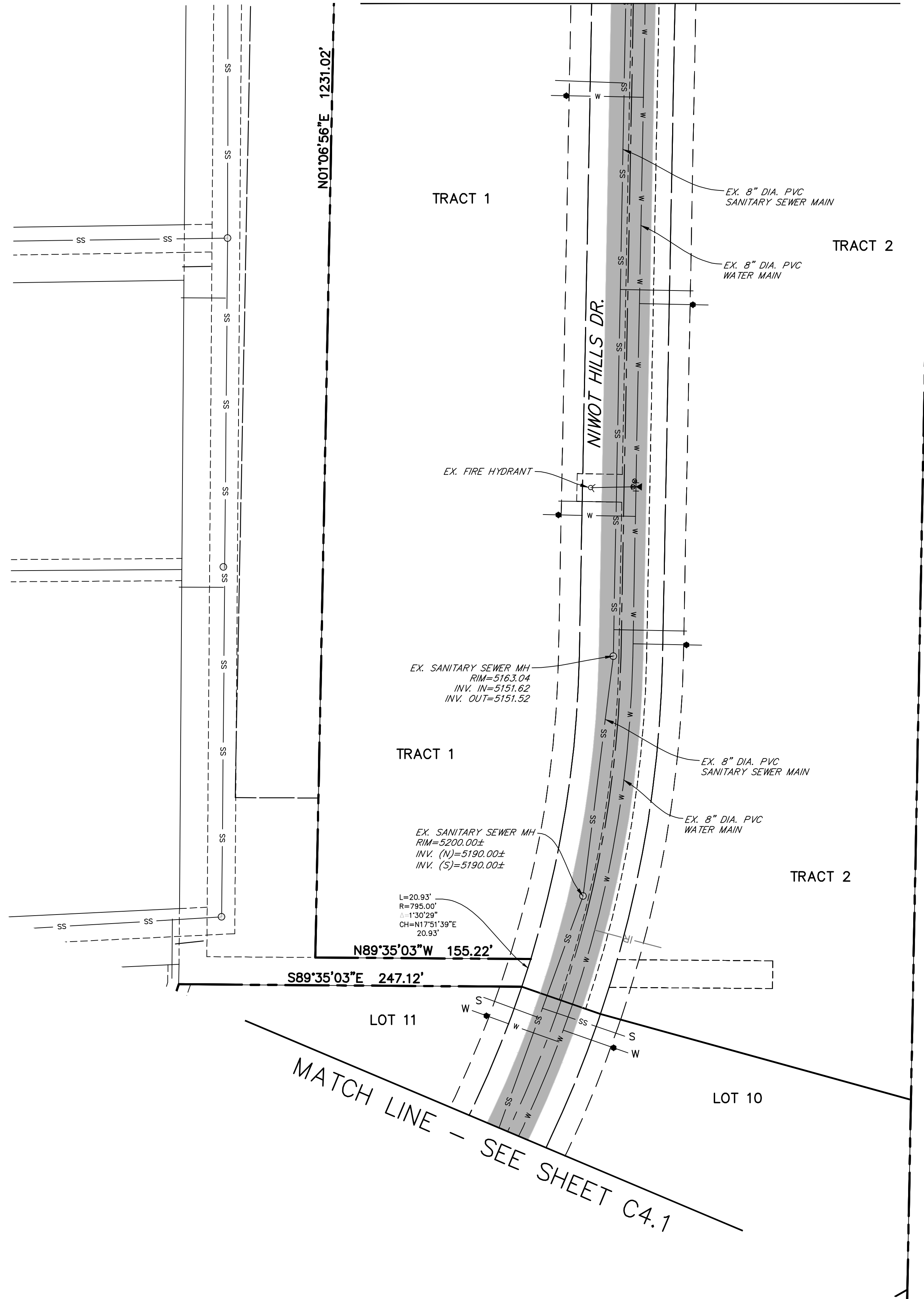
GRADING PLAN

PROJECT:20598-04BLCV
 DRAWING NO.

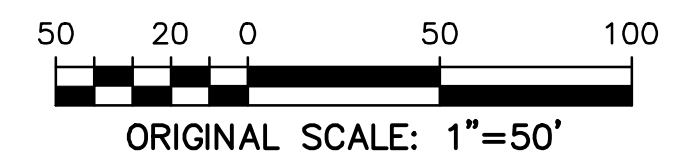
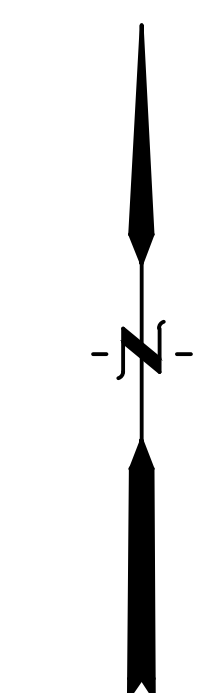
C3.2

SHEET: 7 OF 26

MATCH LINE - SEE SHEET C4.2



KEY MAP
NOT TO SCALE



LEGEND

- PROPERTY LINE..... - - - - -
- EX. ROW LINE..... - - - - -
- EX. EASEMENT LINE..... - - - - -
- EX. SANITARY SEWER..... SS
- EX. WATER LINE..... W
- EX. STORM LINE..... ST
- EX. FIRE HYDRANT..... ⚡
- EX. WATER VALVE..... ⊕
- EX. WATER METER..... ○
- EX. MANHOLE..... ○
- EX. LIGHT POLE..... ☆
- EX. UTILITY POLE..... ⚡
- PROPOSED ASPHALT..... [shaded box]
- PROPOSED WATER METER..... ●
- PROPOSED STORM SEWER..... [dashed line]
- PROPOSED ROW LINE..... - - - - -
- PROPOSED EASEMENT LINE..... - - - - -



PREPARED BY:
DBC
Drexel, Barrell & Co.
Traditional Services, Innovative Solutions
Since 1949

Drexel, Barrell & Co.
Engineers-Surveyors
1800 38TH STREET
BOULDER, COLORADO 80301
(303) 442-4338
BOULDER - GREELEY
COLORADO SPRINGS

OWNER/CLIENT:
RIDGELINE DEVELOPMENT CORPORATION
5723 ARAPAHOE AVENUE, #28
BOULDER, COLORADO 80303
ATTN: JASON MARKEL
(303) 339-6122

FINAL CONSTRUCTION DRAWINGS FOR:
**NIWOT HILLS
TDR/PUD SUBDIVISION
FILING NO. 3
BOULDER COUNTY, COLORADO**

ISSUE	DATE
COUNTY SUBMITTAL	5/20/2022
DESIGNED BY:	CKW
DRAWN BY:	CKW
CHECKED BY:	MDM
FILE NAME:	UT01

PROFESSIONAL SEAL
38898
05/20/2022
FOR, AND ON BEHALF OF,
DREXEL, BARRELL & CO.
DRAWING SCALE:
HORIZONTAL: 1"=50'
VERTICAL: N.A.

UTILITY PLAN

PROJECT:20598-04BLCV
DRAWING NO.

C4.1

SHEET: 9 OF 26

GENERAL BEST MANAGEMENT PRACTICES NOTES:

1. CONTRACTOR/PERMITEE SHALL PERIODICALLY INSPECT ALL INSTALLED BMP'S, PROVIDED MAINTENANCE, AND MAKE REPAIRS AS NECESSARY TO PREVENT FAILURE.
2. SILT FENCE OR AN EQUIVALENT SHALL BE PLACED AS PERIMETER CONTROL ON ALL CONSTRUCTION ACTIVITIES THAT OCCUR ON LAND, UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS, OR OTHERWISE REQUESTED, REMOVE PERIMETER CONTROLS WITHIN 30 DAYS AFTER THE DATE OF WARRANTY PERFORMANCE OF THE WORK OR IN ACCORDANCE WITH BMP'S.
3. VEHICLE TRACKING CONTROLS SHALL BE USED AT ALL VEHICLE AND EQUIPMENT ACCESS POINTS TO THE SITE TO PREVENT SEDIMENT EXITING THE PROJECT SITE ONTO PAVED PUBLIC ROADS. ACCESS SHALL BE PROVIDED ONLY AT LOCATION APPROVED BY THE ENGINEER. VEHICLE TRACKING CONTROL LOCATIONS SHALL BE RECORDED ON THE SWMP SITE MAP.
4. ALL INLETS AND CULVERTS SHALL BE PROTECTED DURING ONSITE CONSTRUCTION ACTIVITIES. INLET PROTECTION LOCATIONS SHALL BE RECORDED ON THE SWMP SITE MAP.
5. CONCRETE WASTED IN DESIGNATED DEWATERING AREAS SHALL BE COLLECTED, REMOVED FROM THE PROJECT SITE, AND DISPOSED OF PROPERLY. WASTED CONCRETE ALSO INCLUDES EXCESS CONCRETE REMOVED FROM FORMS, SPILLS, SLOP, AND ALL OTHER UNUSED CONCRETE THAT ENDS UP ON THE GROUND.
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SEQUENCE FOR INSTALLATION & REMOVAL OF BMP'S

	BEFORE GRADING ACTIVITIES BEGIN	SITE GRADING	UTILITY INSTALLATION	PAVING OPERATIONS	FINAL STABILIZATION
SILT FENCE					
VEHICLE TRACKING PAD					
TEMPORARY SEEDING					
OUTLET PROTECTION					
SEDIMENT CONTROL LOGS					
INLET PROTECTION					

LIMITS OF CONSTRUCTION = 5 ACRES±
 ESTIMATED TOTAL FILL = 1,703± CY
 ESTIMATED TOTAL CUT = 3,164± CY

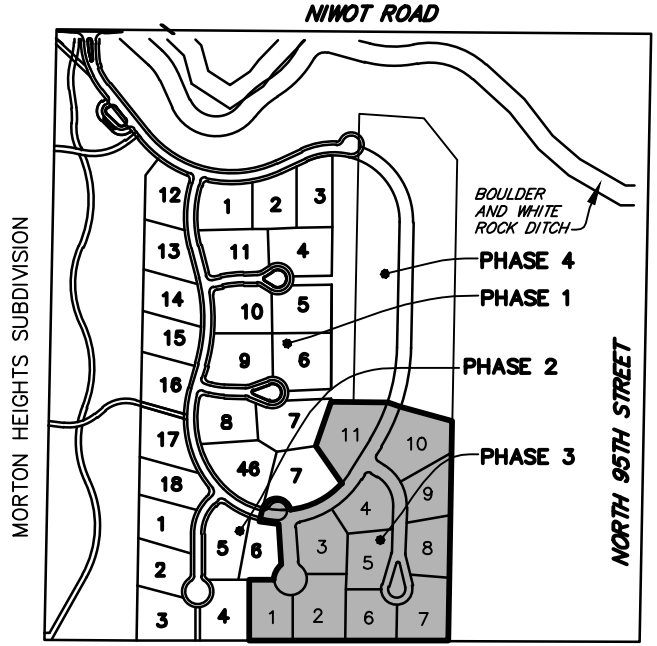
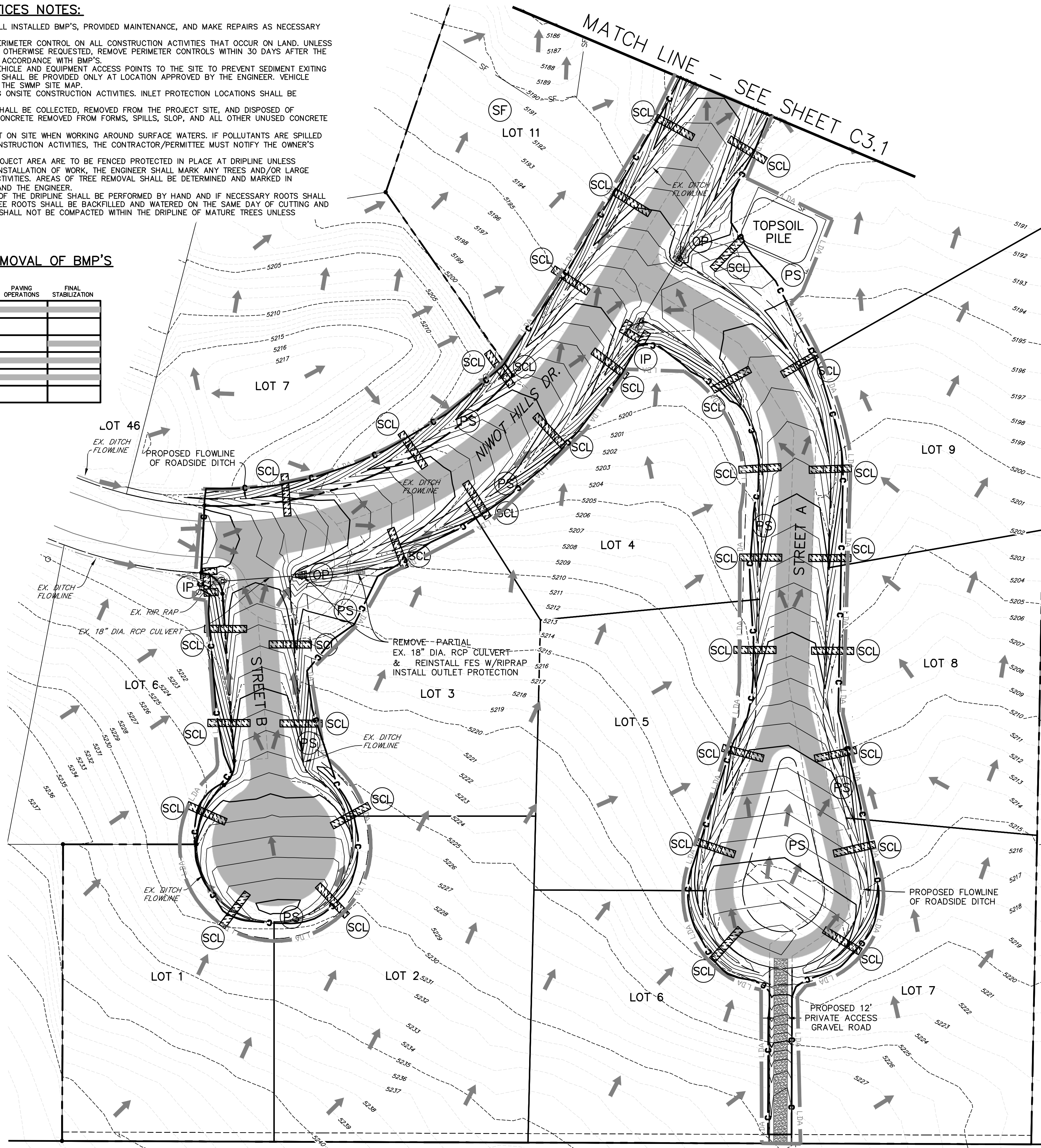
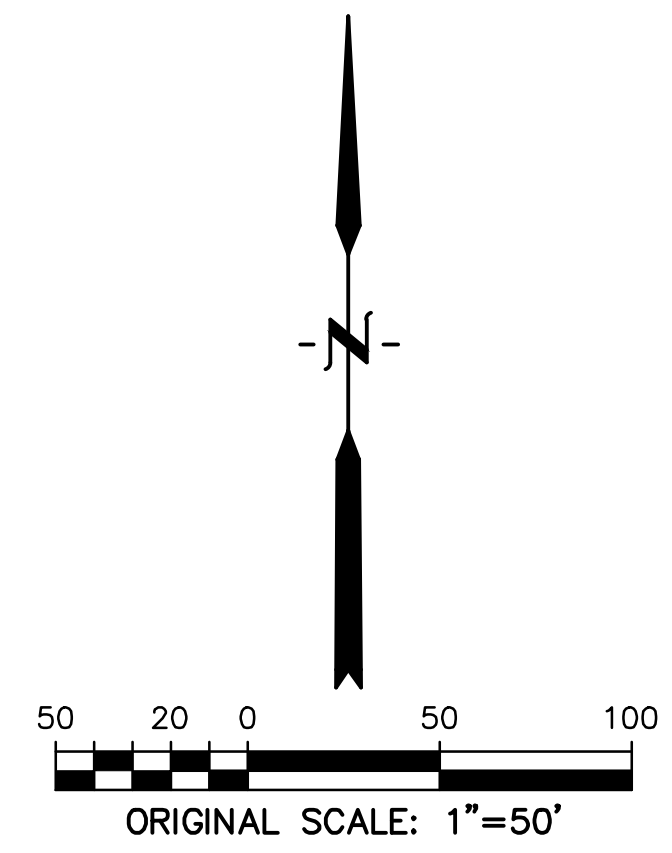
COMPACTION, STRIPPINGS, & AREA OF PAVEMENT/GRAVEL NOT ACCOUNTED FOR IN THESE TOTALS.

BASIS OF BEARINGS

BEARINGS ARE REFERRED TO THE WEST LINE OF THE NE 1/4 OF SECTION 32 AS BEARING S01°08'30" W PER THE RECORDED PLAT OF THIRD ADDITION TO MORTON HEIGHTS SUBDIVISION (ASSUMED MERIDIAN).

BENCHMARK

3-1/4" ALUMINUM CAP AT THE NORTHWEST CORNER OF SECTION 32, T2N, R69W OF THE 6TH P.M. ELEVATION=5119.30 NGVD 1929 DATUM.



KEY MAP
NOT TO SCALE

LEGEND

- PROPERTY LINE
- EX. ROW LINE
- EX. EASEMENT LINE
- EX. STORM LINE
- EX. INTERMEDIATE CONTOUR
- EX. INDEX CONTOUR
- PROPOSED ASPHALT
- PROPOSED ROW LINE
- PROPOSED EASEMENT LINE
- PROPOSED STORM SEWER
- PROPOSED INTERMEDIATE CONTOUR
- PROPOSED INDEX CONTOUR
- FLOWLINE OF DRAINAGE SWALE
- DIRECTION OF FLOW
- LIMITS OF CONSTRUCTION
- LIMITS OF DISTURBED AREA
- SILT FENCE
- VEHICLE TRACKING CONTROL PAD
- STABILIZED STAGING AREA
- INLET PROTECTION
- OUTLET PROTECTION
- SEDIMENT CONTROL LOG
- TEMPORARY SEEDING
- PERMANENT SEEDING

- NOTE:
1. REFER TO CDOT M&S STANDARDS, LATEST REVISION, FOR TEMPORARY EROSION CONTROL DETAILS (STANDARD PLAN NO. M-208-1).
 2. NO ASPHALT OR CONCRETE BATCH PLANTS LOCATED ON SITE.
 3. NO SPRINGS, STREAMS, WETLANDS AND OTHER SURFACE WATERS LOCATED ON SITE.
 4. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ON SITE ALL EQUIPMENT STAGING, FUELING, AND MATERIAL STORAGE.
 5. ALL ROAD SIDE DITCHES SHALL BE SEEDDED WITH SPECIFIED PERMANENT SEEDING MIX.

PREPARED BY:

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 Drexel, Barrell & Co.
 Engineers-Surveyors
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 BOULDER, COLORADO 80303
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 (303) 339-6122

FINAL CONSTRUCTION DRAWINGS FOR:
NWOT HILLS
TDR/PUD SUBDIVISION
FILING NO. 3
BOULDER COUNTY, COLORADO

ISSUE	DATE
COUNTY SUBMITTAL	5/20/2022
DESIGNED BY:	CKW
DRAWN BY:	CKW
CHECKED BY:	MDM
FILE NAME:	SWMP01

PROFESSIONAL ENGINEER
 38898
 05/20/2022
 FOR, AND ON BEHALF OF,
DREXEL, BARRELL & CO.
 DRAWING SCALE:
 HORIZONTAL: 1"=50'
 VERTICAL: N.A.

STORMWATER MANAGEMENT PLAN

PROJECT: 20598-04BLCV
 DRAWING NO.

C5.0

SHEET: 11 OF 26

GENERAL BEST MANAGEMENT PRACTICES NOTES:

1. CONTRACTOR/PERMITEE SHALL PERIODICALLY INSPECT ALL INSTALLED BMP'S, PROVIDED MAINTENANCE, AND MAKE REPAIRS AS NECESSARY TO PREVENT FAILURE.
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SEQUENCE FOR INSTALLATION & REMOVAL OF BMP'S

	BEFORE GRADING ACTIVITIES BEGIN	SITE GRADING	UTILITY INSTALLATION	PAVING OPERATIONS	FINAL STABILIZATION
SILT FENCE					
VEHICLE TRACKING PAD					
TEMPORARY SEEDING					
OUTLET PROTECTION					
SEDIMENT CONTROL LOGS					
INLET PROTECTION					

LIMITS OF CONSTRUCTION = 5 ACRES±
 ESTIMATED TOTAL FILL = 1,703± CY
 ESTIMATED TOTAL CUT = 3,164± CY

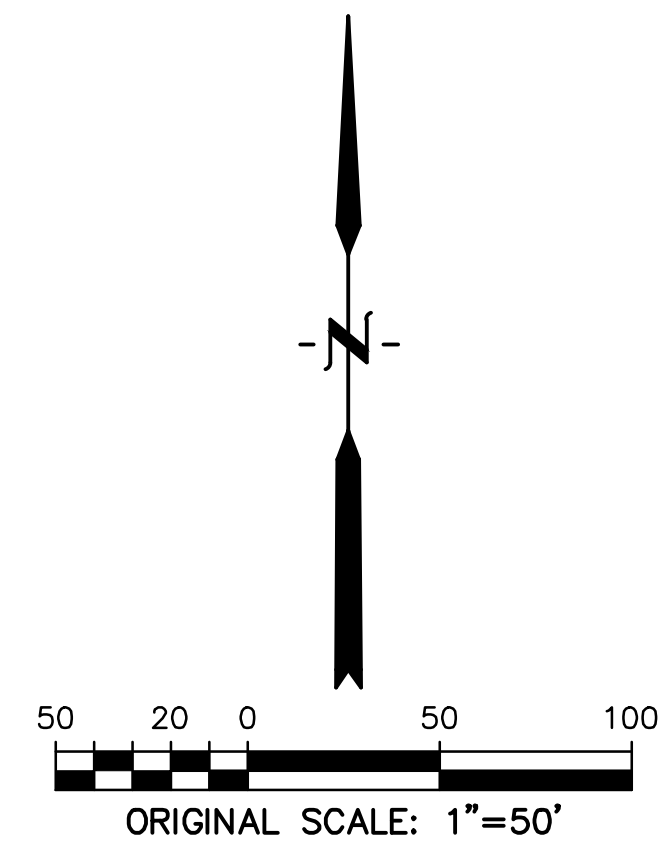
COMPACTION, STRIPPINGS, & AREA OF PAVEMENT/GRAVEL NOT ACCOUNTED FOR IN THESE TOTALS.

BASIS OF BEARINGS

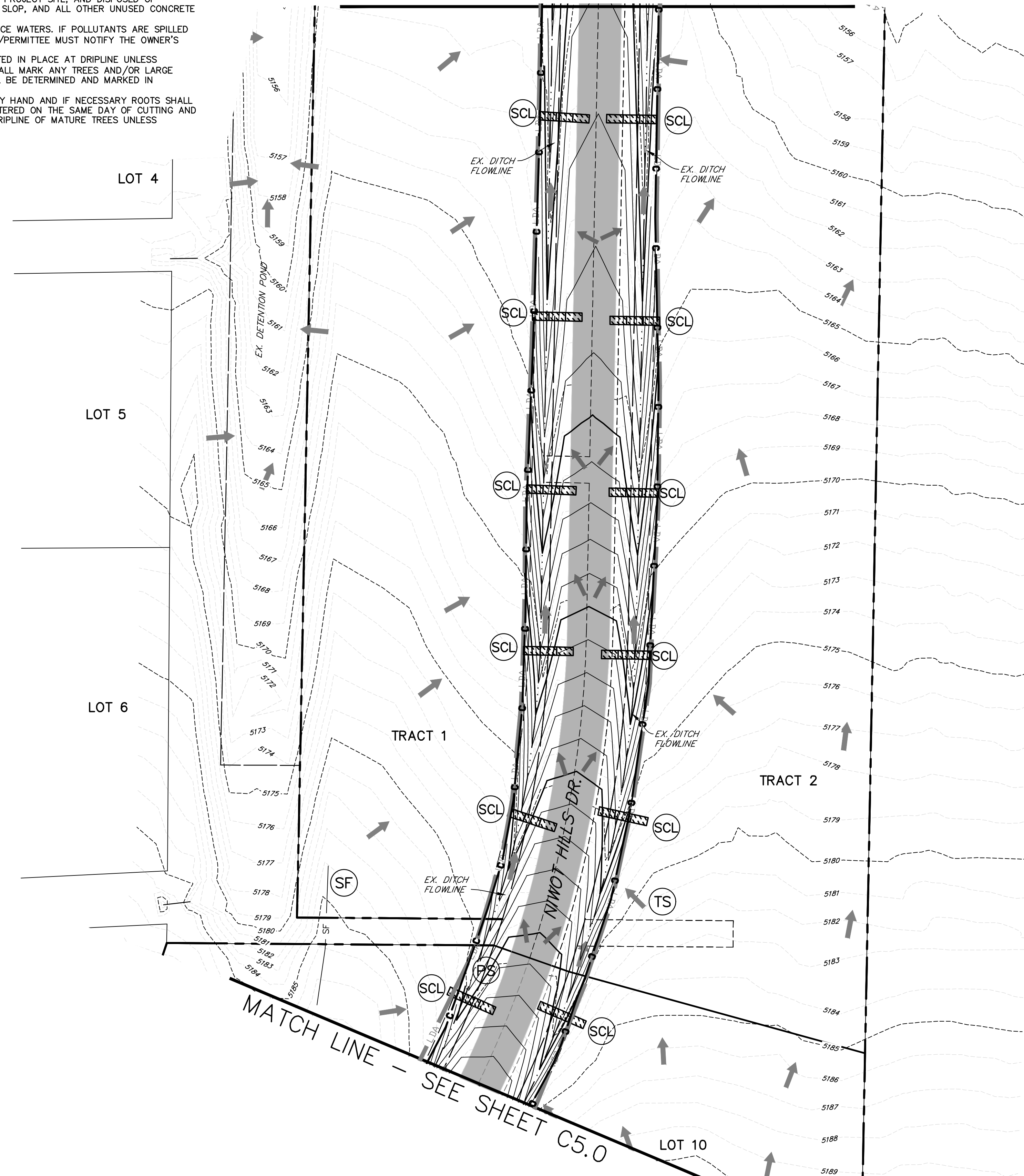
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BENCHMARK

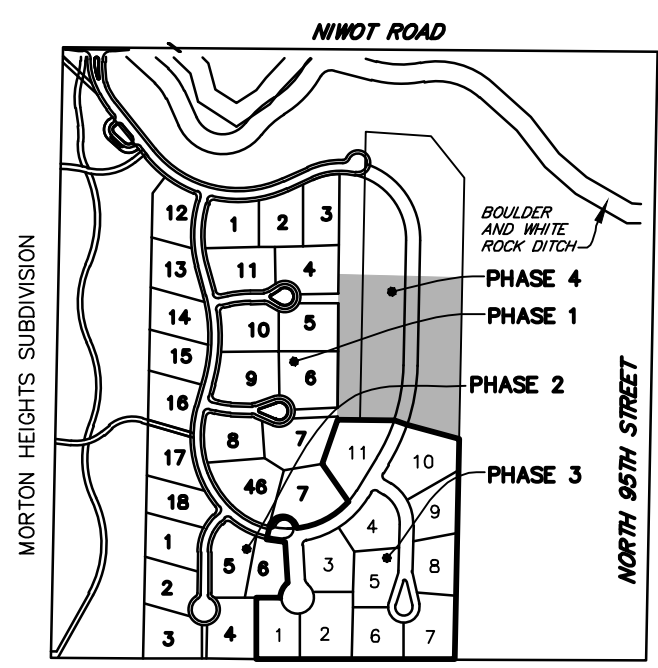
3-1/4" ALUMINUM CAP AT THE NORTHWEST CORNER OF SECTION 32, T2N, R69W OF THE 6TH P.M. ELEVATION=5119.30 NGVD 1929 DATUM.



MATCH LINE - SEE SHEET C5.2



MATCH LINE - SEE SHEET C5.0



KEY MAP
NOT TO SCALE

LEGEND

- PROPERTY LINE
- EX. ROW LINE
- EX. EASEMENT LINE
- EX. STORM LINE
- EX. INTERMEDIATE CONTOUR
- EX. INDEX CONTOUR
- PROPOSED ASPHALT
- PROPOSED ROW LINE
- PROPOSED EASEMENT LINE
- PROPOSED STORM SEWER
- PROPOSED INTERMEDIATE CONTOUR
- PROPOSED INDEX CONTOUR
- FLOWLINE OF DRAINAGE SWALE
- DIRECTION OF FLOW
- LIMITS OF CONSTRUCTION
- LIMITS OF DISTURBED AREA
- SILT FENCE
- VEHICLE TRACKING CONTROL PAD
- STABILIZED STAGING AREA
- INLET PROTECTION
- OUTLET PROTECTION
- SEDIMENT CONTROL LOG
- TEMPORARY SEEDING
- PERMANENT SEEDING

- NOTE:
1. REFER TO CDOT M&S STANDARDS, LATEST REVISION, FOR TEMPORARY EROSION CONTROL DETAILS (STANDARD PLAN NO. M-208-1).
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PREPARED BY:

DBC
 Drexel, Barrell & Co.
 Engineers-Surveyors
 1800 38TH STREET
 BOULDER, COLORADO 80301
 (303) 442-4338
 BOULDER - GREELEY
 COLORADO SPRINGS

OWNER/CLIENT:

RIDGELINE DEVELOPMENT CORPORATION
 5723 ARAPAHOE AVENUE, #2B
 BOULDER, COLORADO 80303
 ATTN: JASON MARKEL
 (303) 339-6122

FINAL CONSTRUCTION DRAWINGS FOR:
NIWOT HILLS
TDR/PUD SUBDIVISION
FILING NO. 3
 BOULDER COUNTY, COLORADO

ISSUE	DATE
COUNTY SUBMITTAL	5/20/2022
DESIGNED BY:	CKW
DRAWN BY:	CKW
CHECKED BY:	MDM
FILE NAME:	SWMP01

05/20/2022
 FOR, AND ON BEHALF OF,
 DREXEL, BARRELL & CO.
 DRAWING SCALE:
 HORIZONTAL: 1"=50'
 VERTICAL: N.A.

STORMWATER MANAGEMENT PLAN

PROJECT: 20598-04BLCV
 DRAWING NO.

C5.1

SHEET: 12 OF 26

GENERAL BEST MANAGEMENT PRACTICES NOTES:

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	BEFORE GRADING ACTIVITIES BEGIN	SITE GRADING	UTILITY INSTALLATION	PAVING OPERATIONS	FINAL STABILIZATION
SILT FENCE					
VEHICLE TRACKING PAD					
TEMPORARY SEEDING					
OUTLET PROTECTION					
SEDIMENT CONTROL LOGS					
INLET PROTECTION					

LIMITS OF CONSTRUCTION = 5 ACRES±
 ESTIMATED TOTAL FILL = 1,703± CY
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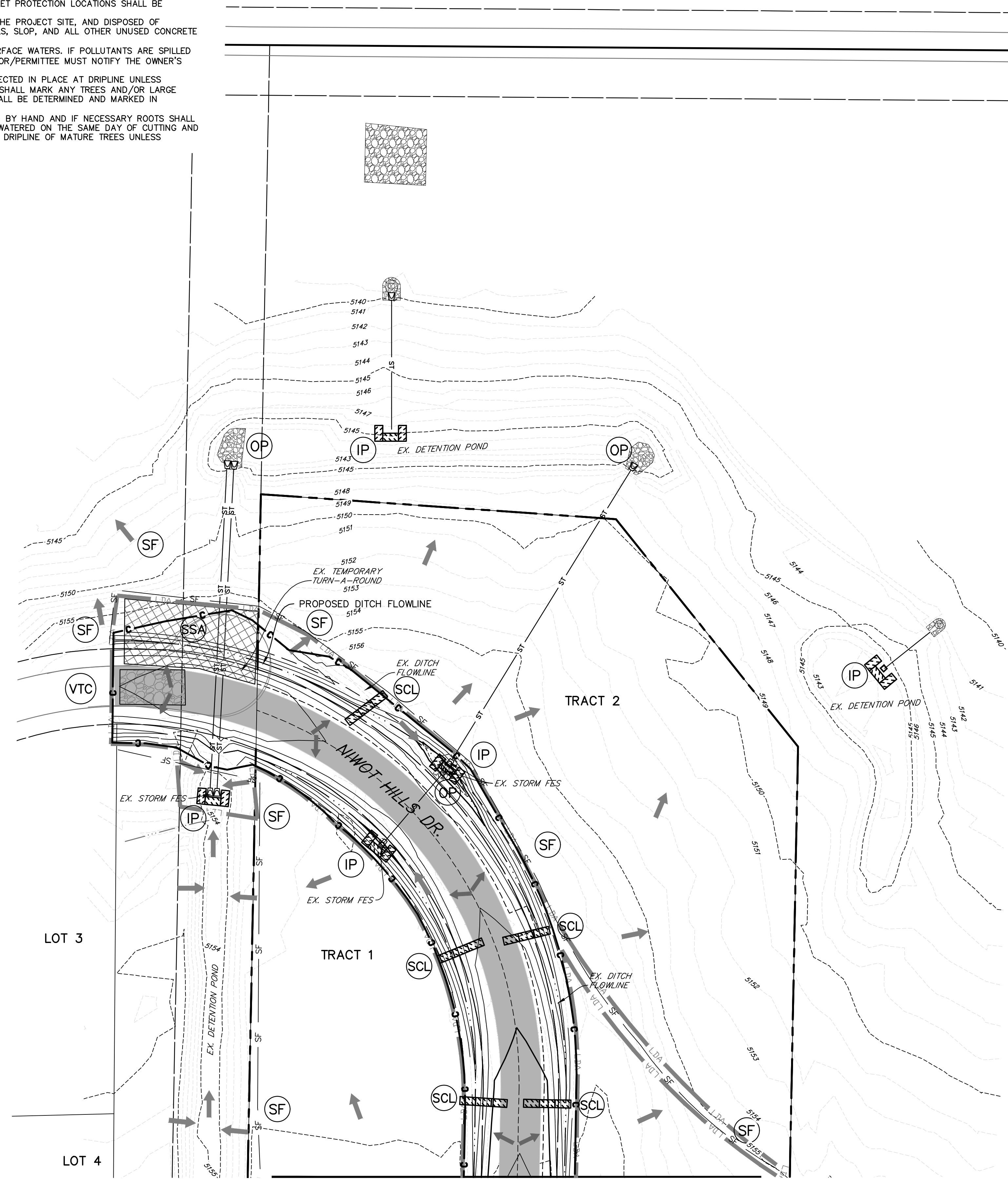
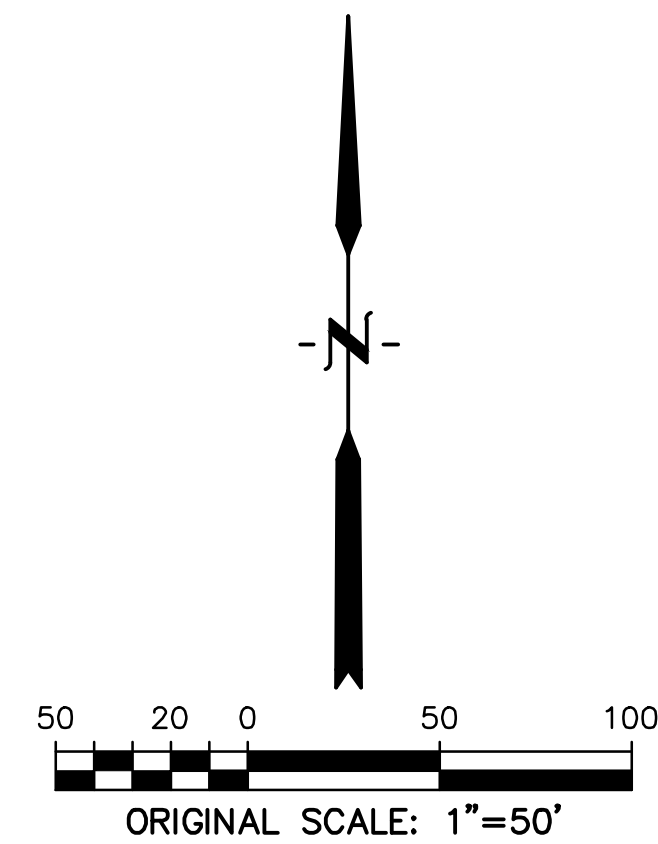
COMPACTION, STRIPPINGS, & AREA OF PAVEMENT/GRAVEL NOT ACCOUNTED FOR IN THESE TOTALS.

BASIS OF BEARINGS

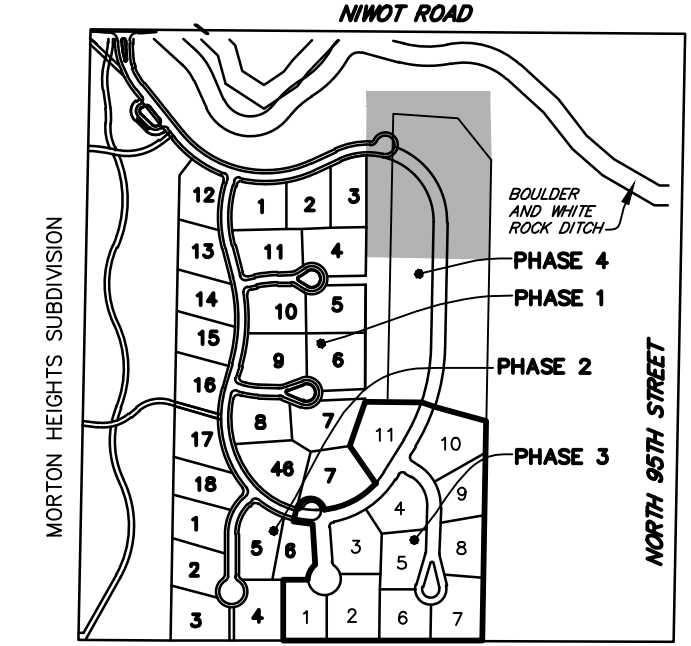
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BENCHMARK

3-1/4" ALUMINUM CAP AT THE NORTHWEST CORNER OF SECTION 32, T2N, R69W OF THE 6TH P.M. ELEVATION=5119.30 NGVD 1929 DATUM.



MATCH LINE - SEE SHEET C5.1



KEY MAP
NOT TO SCALE

LEGEND

- PROPERTY LINE - - - - -
- EX. ROW LINE - - - - -
- EX. EASEMENT LINE - - - - -
- EX. STORM LINE - - - - -
- EX. INTERMEDIATE CONTOUR - - - - -
- EX. INDEX CONTOUR - - - - -
- PROPOSED ASPHALT [Symbol]
- PROPOSED ROW LINE [Symbol]
- PROPOSED EASEMENT LINE [Symbol]
- PROPOSED STORM SEWER [Symbol]
- PROPOSED INTERMEDIATE CONTOUR 5223
- PROPOSED INDEX CONTOUR 5225
- FLOWLINE OF DRAINAGE SWALE [Symbol]
- DIRECTION OF FLOW [Symbol]
- LIMITS OF CONSTRUCTION [Symbol]
- LIMITS OF DISTURBED AREA [Symbol]
- SILT FENCE [Symbol]
- VEHICLE TRACKING CONTROL PAD [Symbol]
- STABILIZED STAGING AREA [Symbol]
- INLET PROTECTION [Symbol]
- OUTLET PROTECTION [Symbol]
- SEDIMENT CONTROL LOG [Symbol]
- TEMPORARY SEEDING [Symbol]
- PERMANENT SEEDING [Symbol]

- NOTE:
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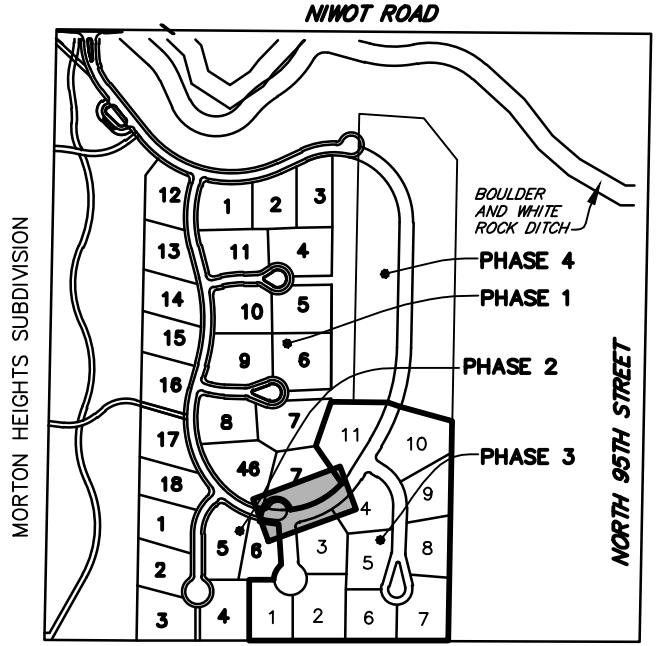
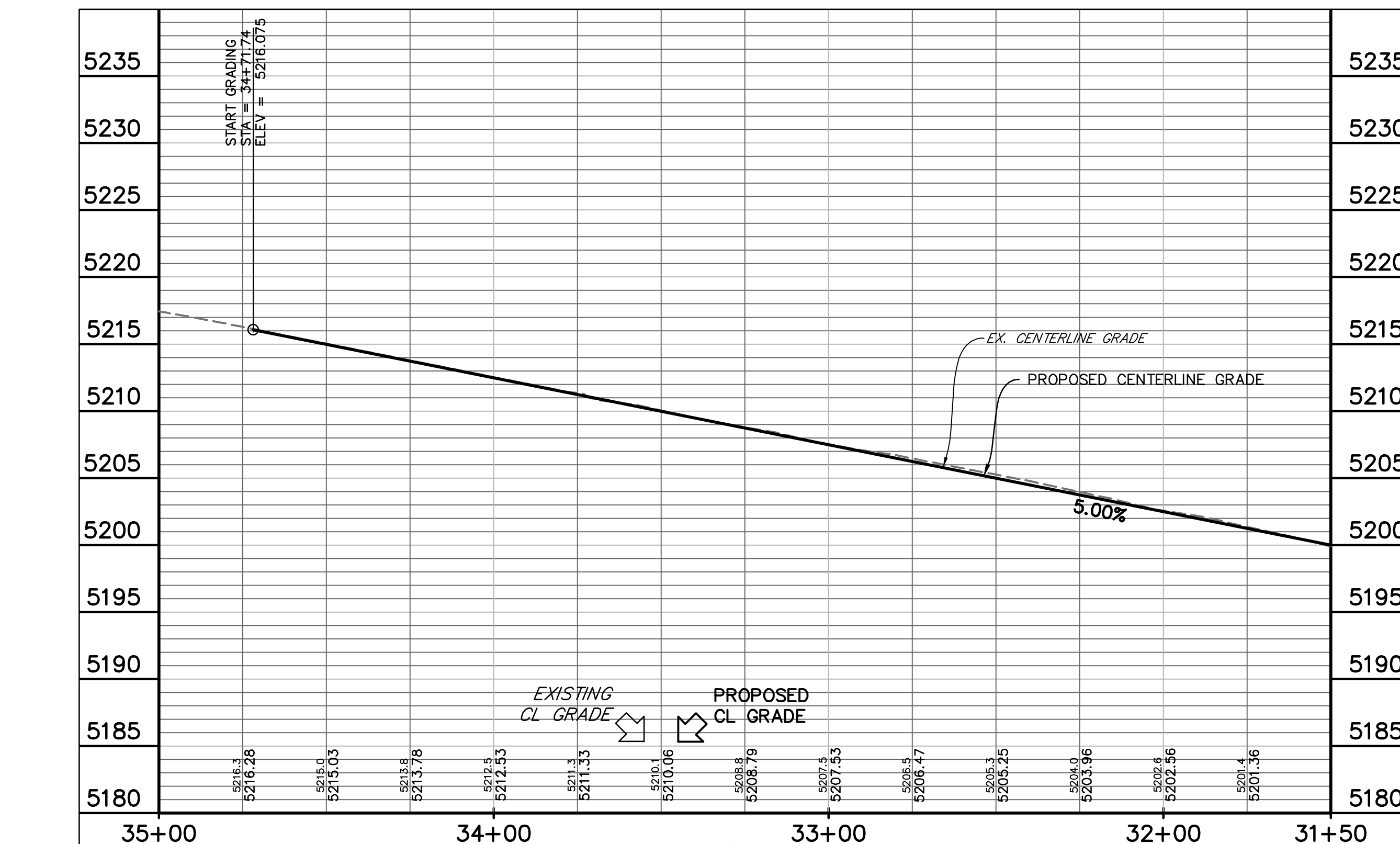
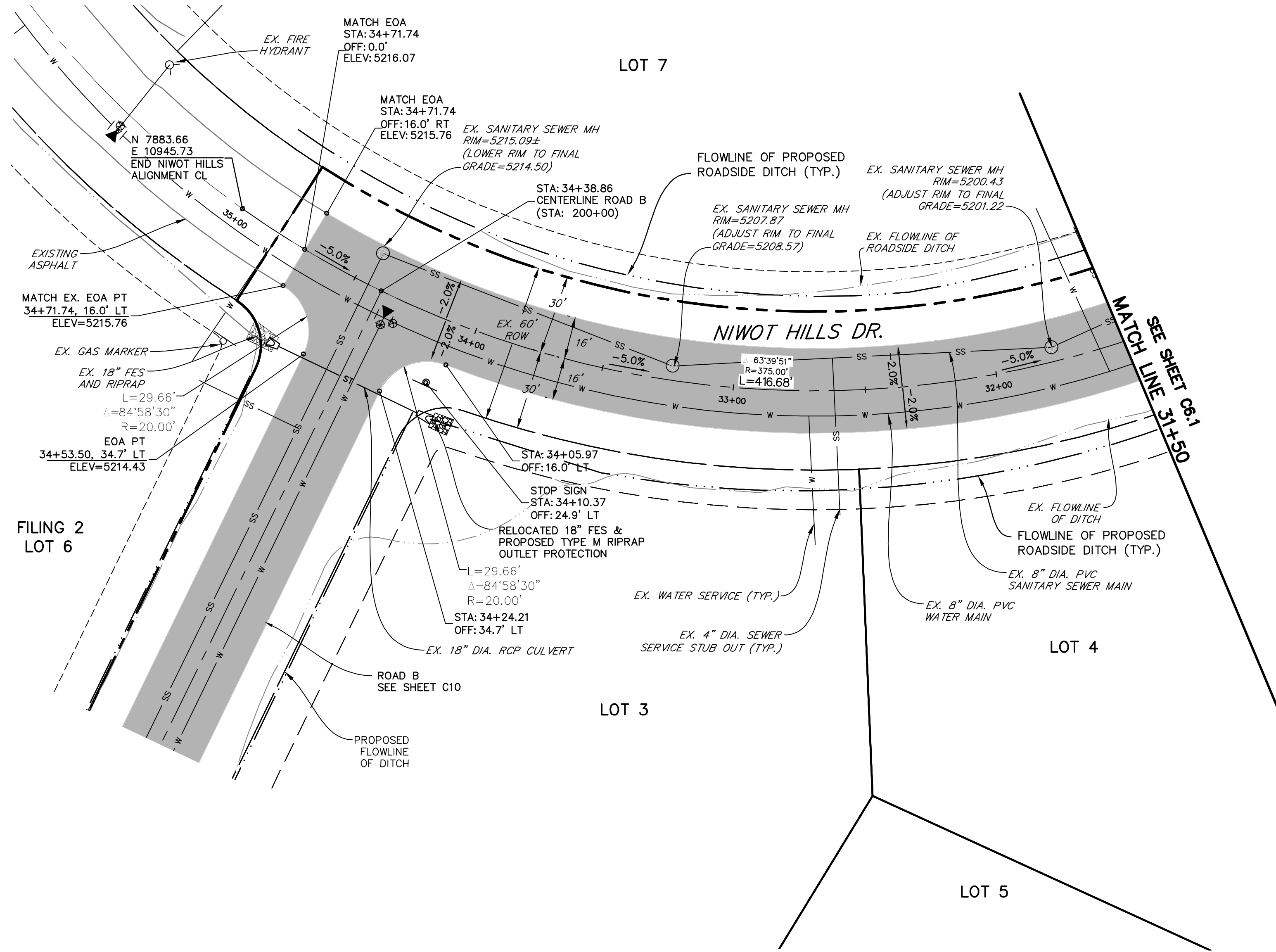
FINAL CONSTRUCTION DRAWINGS FOR:
NWOT HILLS
TDR/PUD SUBDIVISION
FILING NO. 3
BOULDER COUNTY, COLORADO

ISSUE	DATE
COUNTY SUBMITTAL	5/20/2022
DESIGNED BY:	CKW
DRAWN BY:	CKW
CHECKED BY:	MDM
FILE NAME:	SWMP01

STORMWATER MANAGEMENT PLAN

PROJECT: 20598-04BLCV
DRAWING NO.

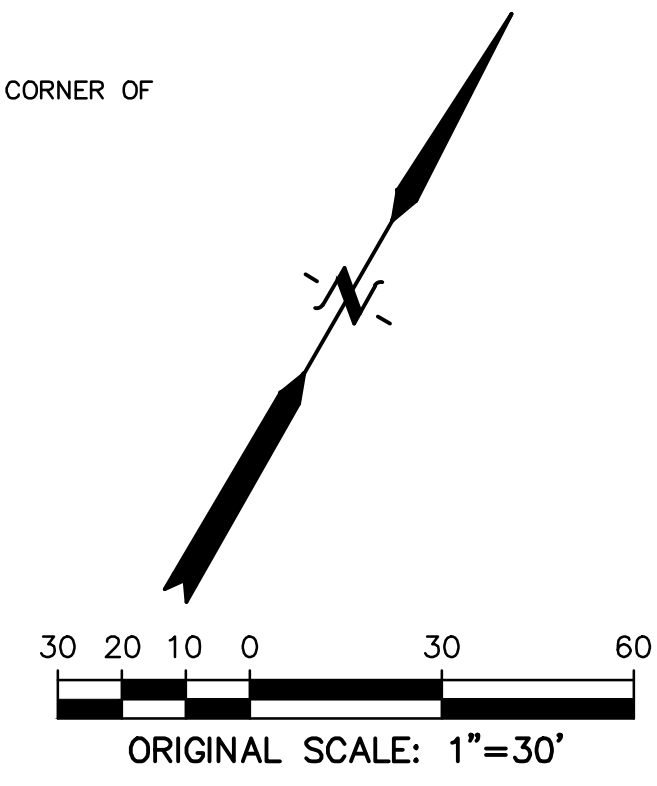
C5.2



KEY MAP
NOT TO SCALE

BASIS OF BEARINGS
BEARINGS ARE REFERRED TO THE WEST LINE OF THE NE 1/4 OF SECTION 32 AS BEARING S01°08'30" W PER THE RECORDED PLAT OF THIRD ADDITION TO MORTON HEIGHTS SUBDIVISION (ASSUMED MERIDIAN).

BENCHMARK
3-1/4" ALUMINUM CAP AT THE NORTHWEST CORNER OF SECTION 32, T2N, R69W OF THE 6TH P.M. ELEVATION=5119.30 NGVD 1929 DATUM.



LEGEND

PROPERTY LINE	-----
EX. ROW LINE	-----
EX. EASEMENT LINE	-----
EX. SANITARY SEWER	----- SS -----
EX. WATER LINE	----- W -----
EX. STORM LINE	----- ST -----
EX. CABLE TV	----- CTV -----
EX. FIRE HYDRANT	⊕
EX. WATER VALVE	⊙
EX. WATER METER	○
EX. MANHOLE	○
PROPOSED METER	●
PROPOSED ASPHALT	█
PROPOSED ROW LINE	-----
PROPOSED EASEMENT LINE	-----



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BOULDER, COLORADO 80301
(303) 442-4338
BOULDER - GREELEY
COLORADO SPRINGS

OWNER/CLIENT:
RIDGELINE DEVELOPMENT CORPORATION
5723 ARAPAHOE AVENUE, #28
BOULDER, COLORADO 80303
ATTN: JASON MARKEL
(303) 339-6122

FINAL CONSTRUCTION DRAWINGS FOR:
**NIWOT HILLS
TDR/PUD SUBDIVISION
FILING NO. 3**
BOULDER COUNTY, COLORADO

ISSUE	DATE
COUNTY SUBMITTAL	5/20/2022

DESIGNED BY: CWK
DRAWN BY: MAB
CHECKED BY: MDM
FILE NAME: PPO1



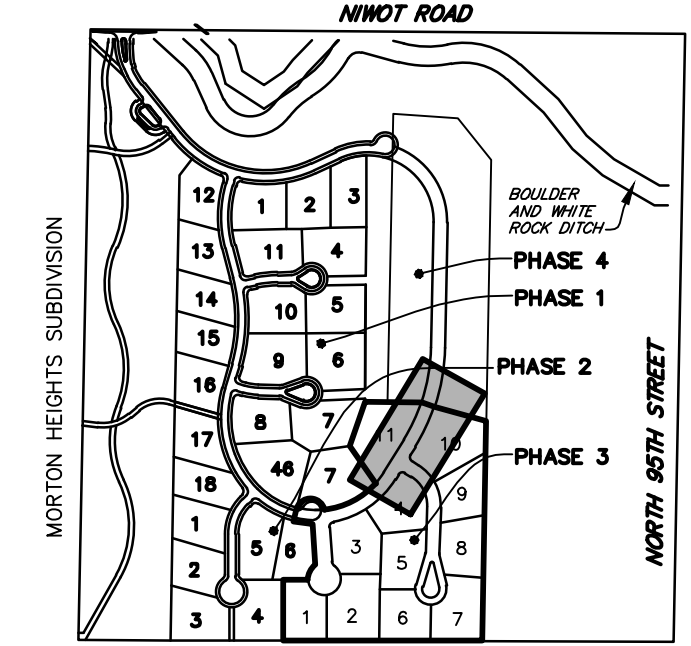
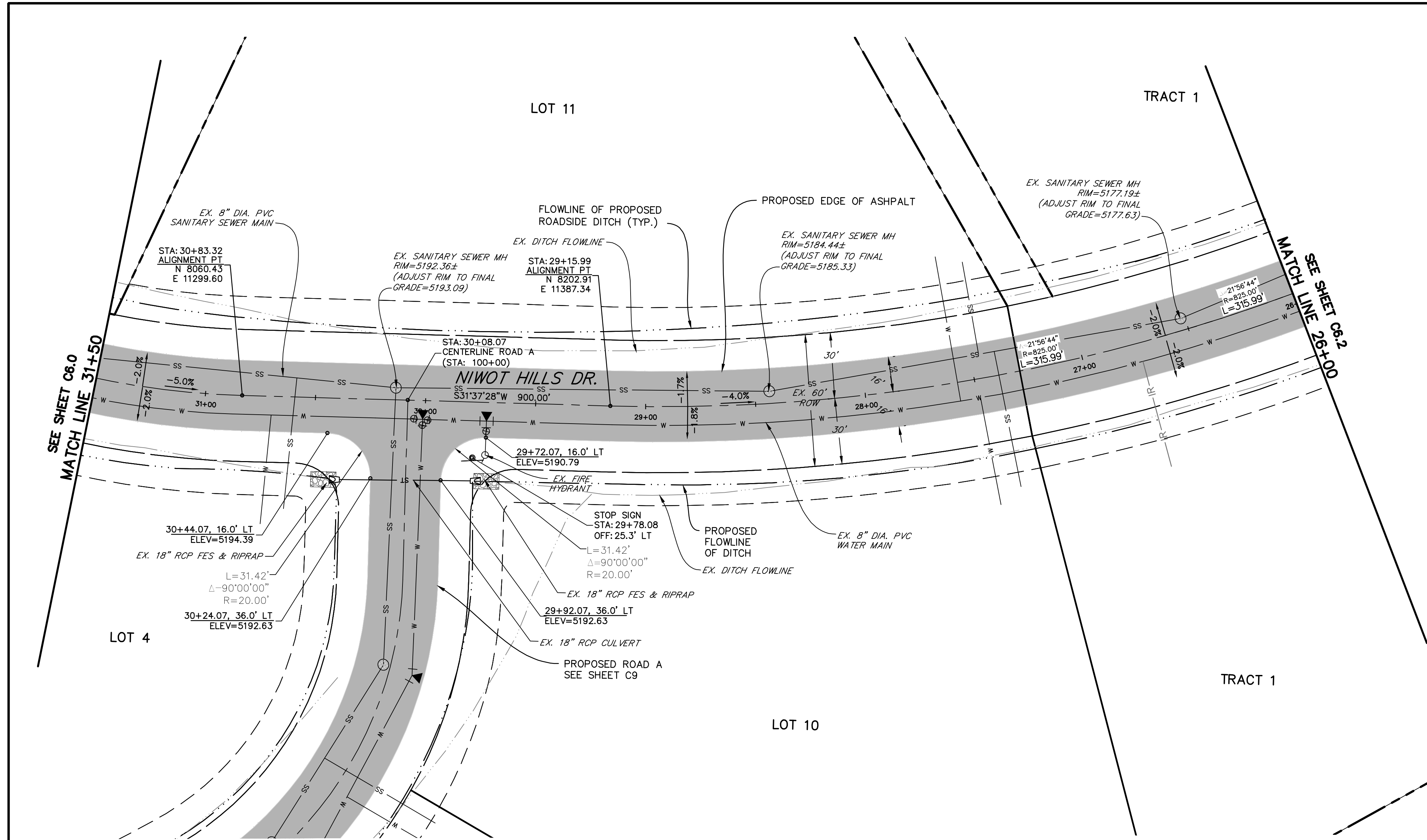
05/20/2022
FOR, AND ON BEHALF OF,
DREXEL, BARRELL & CO.
DRAWING SCALE:
HORIZONTAL: 1"=30'
VERTICAL: 1"=10'

**NIWOT HILLS
DRIVE PLAN
& PROFILE**

PROJECT:20598-04BLCV
DRAWING NO.

C6.0

SHEET: 14 OF 26



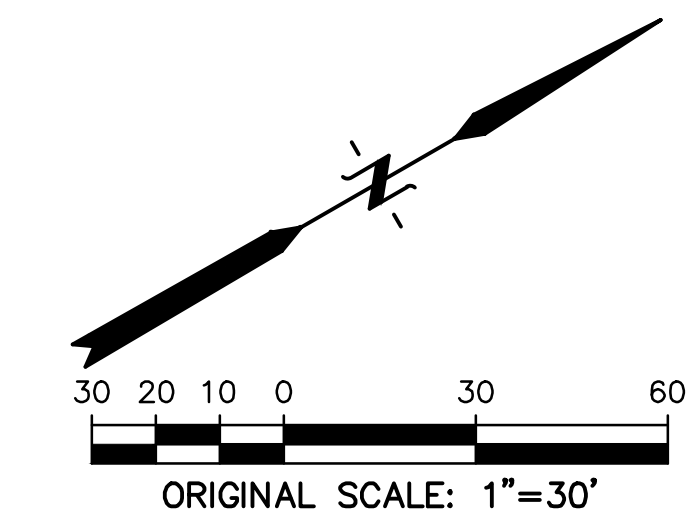
KEY MAP
NOT TO SCALE

BASIS OF BEARINGS

BEARINGS ARE REFERRED TO THE WEST LINE OF THE NE 1/4 OF SECTION 32 AS BEARING S01°08'30" W PER THE RECORDED PLAT OF THIRD ADDITION TO MORTON HEIGHTS SUBDIVISION (ASSUMED MERIDIAN).

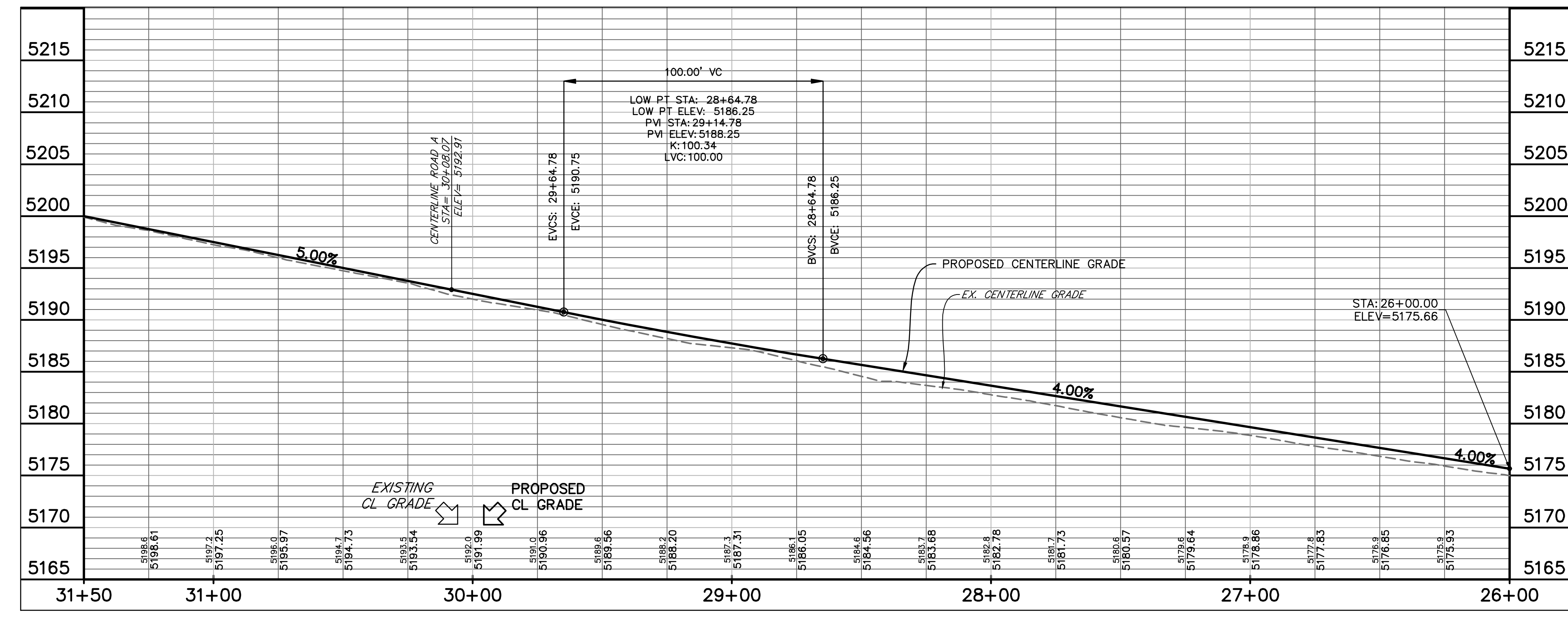
BENCHMARK

3-1/4" ALUMINUM CAP AT THE NORTHWEST CORNER OF SECTION 32, T2N, R69W OF THE 6TH P.M. ELEVATION=5119.30 NGVD 1929 DATUM.



LEGEND

- PROPERTY LINE - - - - -
- EX. ROW LINE - - - - -
- EX. EASEMENT LINE - - - - -
- EX. SANITARY SEWER - - - - - SS
- EX. WATER LINE - - - - - W
- EX. STORM LINE - - - - - ST
- EX. CABLE TV - - - - - CTV
- EX. FIRE HYDRANT CH
- EX. WATER VALVE ⊙
- EX. WATER METER ○
- EX. MANHOLE ○
- PROPOSED METER ●
- PROPOSED ASPHALT [shaded box]
- PROPOSED ROW LINE - - - - -
- PROPOSED EASEMENT LINE - - - - -



PREPARED BY:
DBC
Drexel, Barrell & Co.
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FINAL CONSTRUCTION DRAWINGS FOR:
**NIWOT HILLS
TDR/PUD SUBDIVISION
FILING NO. 3
BOULDER COUNTY, COLORADO**

ISSUE	DATE
COUNTY SUBMITTAL	5/20/2022

DESIGNED BY:	CKW
DRAWN BY:	MAB
CHECKED BY:	MDM
FILE NAME:	PP01

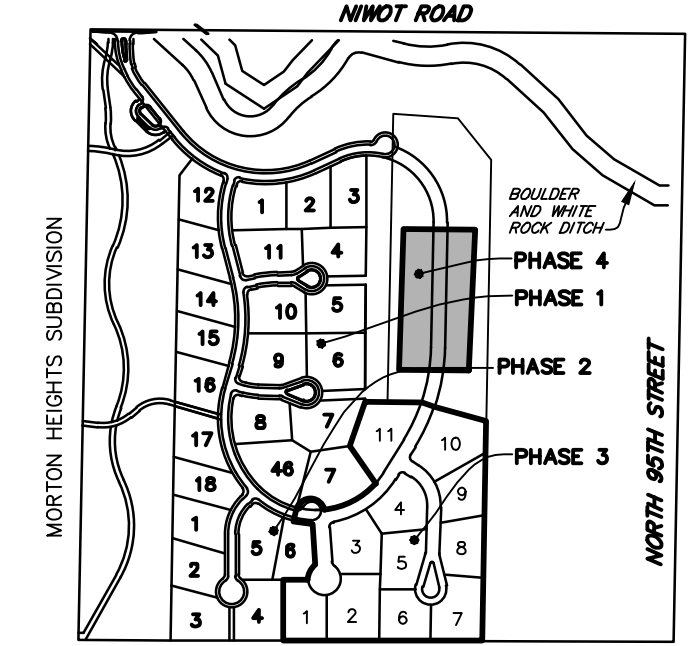
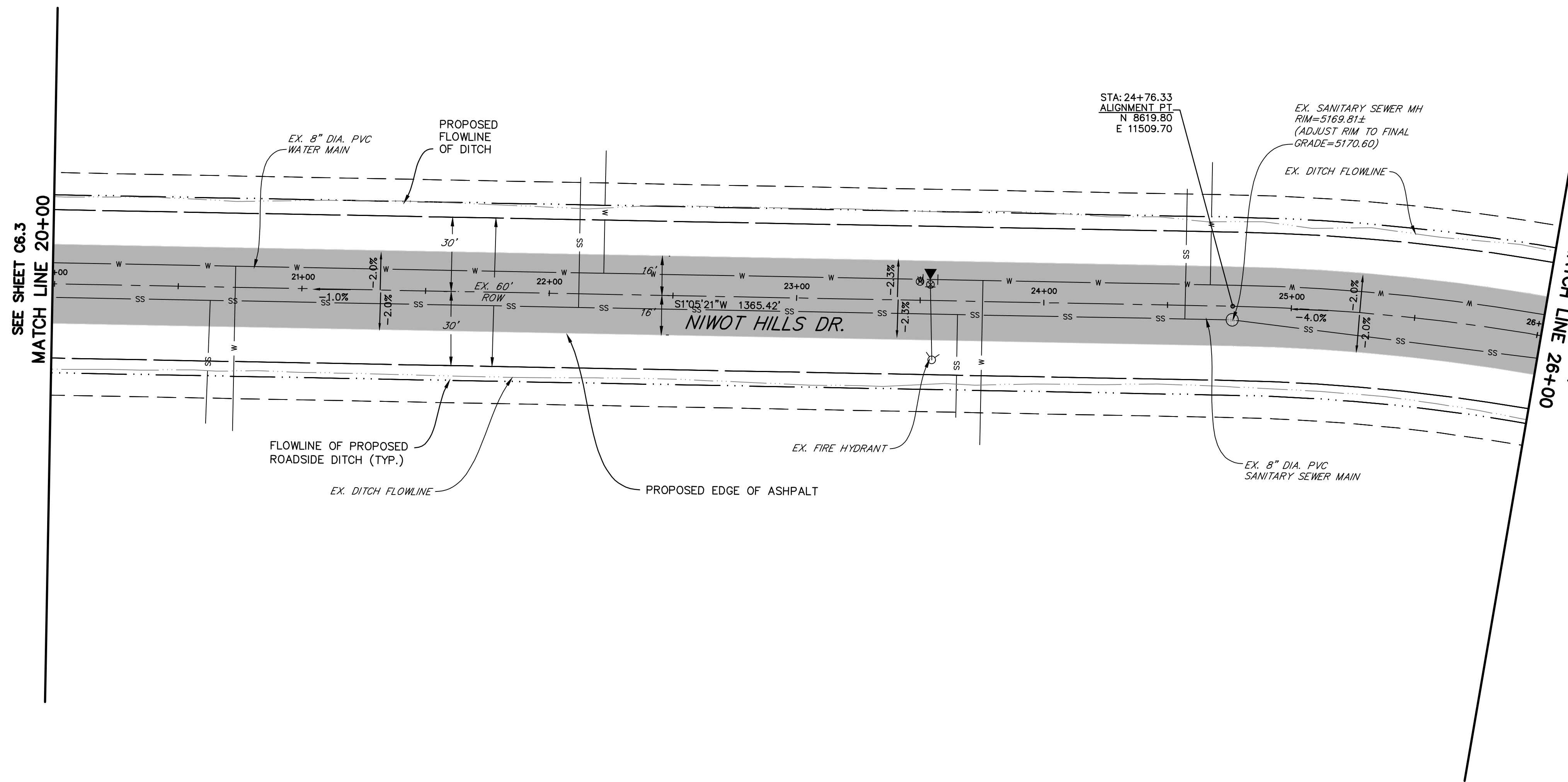
05/20/2022
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DRAWING SCALE:
HORIZONTAL: 1"=30'
VERTICAL: 1"=10'

NIWOT HILLS DRIVE PLAN & PROFILE

PROJECT: 20598-04BLCV
DRAWING NO.

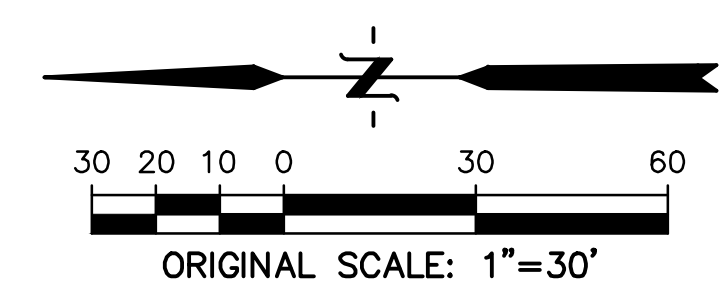
C6.1

SHEET: 15 OF 26



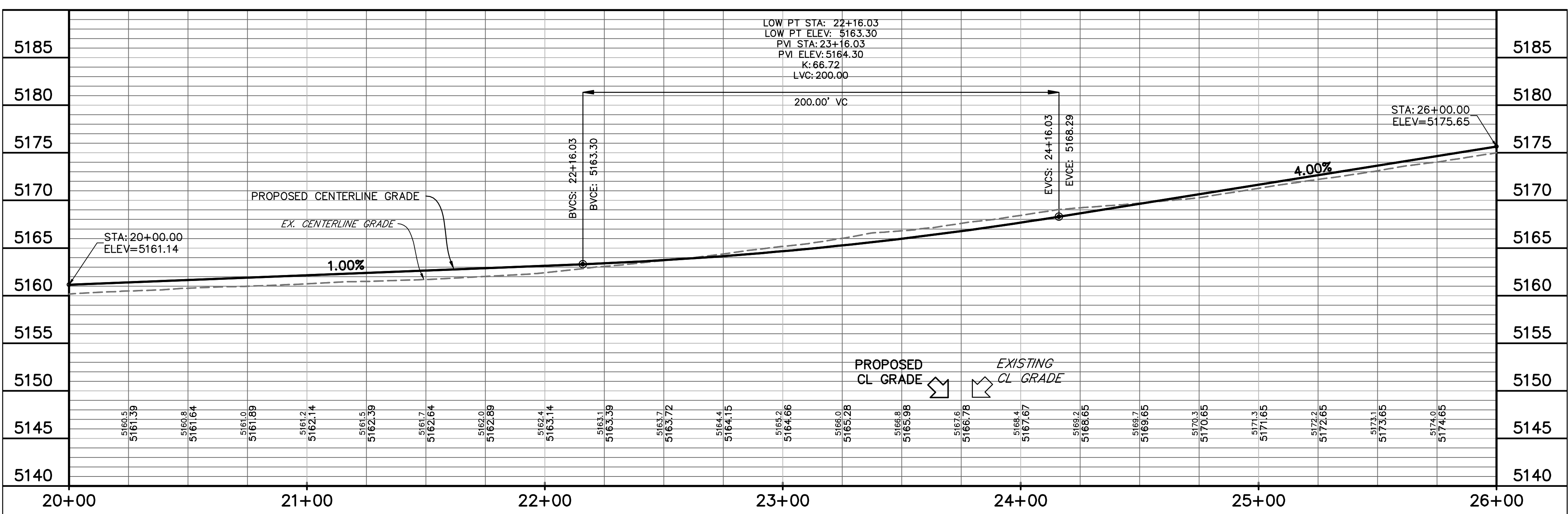
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BENCHMARK
 3-1/4" ALUMINUM CAP AT THE NORTHWEST CORNER OF SECTION 32, T2N, R69W OF THE 6TH P.M. ELEVATION=5119.30 NGVD 1929 DATUM.



LEGEND

- PROPERTY LINE
- EX. ROW LINE
- EX. EASEMENT LINE
- EX. SANITARY SEWER..... SS
- EX. WATER LINE..... W
- EX. STORM LINE..... ST
- EX. CABLE TV..... CTV
- EX. FIRE HYDRANT..... ⌘
- EX. WATER VALVE..... ⊙
- EX. WATER METER..... ○
- EX. MANHOLE..... ○
- PROPOSED METER..... ●
- PROPOSED ASPHALT..... [shaded area]
- PROPOSED ROW LINE.....
- PROPOSED EASEMENT LINE.....



PREPARED BY:
DBC
 Drexel, Barrell & Co.
 Engineers-Surveyors
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 BOULDER - GREELEY
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 5723 ARAPAHOE AVENUE, #28
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FINAL CONSTRUCTION DRAWINGS FOR:
NIWOT HILLS TDR/PUD SUBDIVISION
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 BOULDER COUNTY, COLORADO

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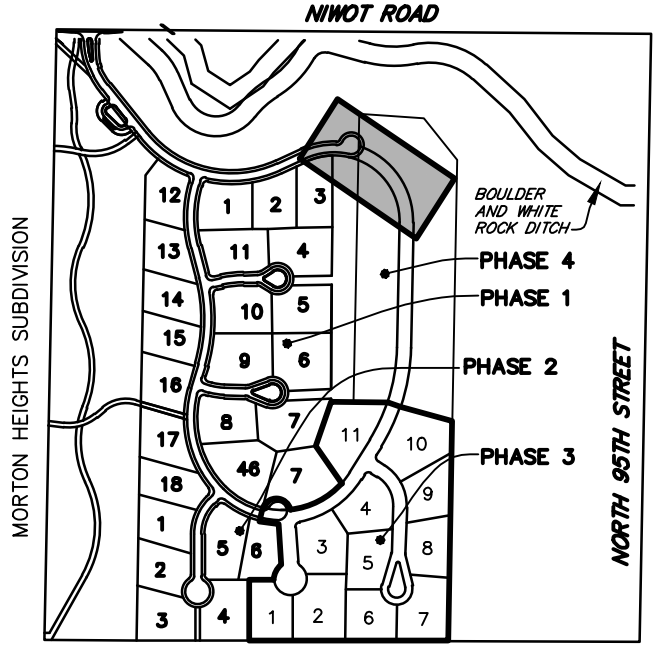
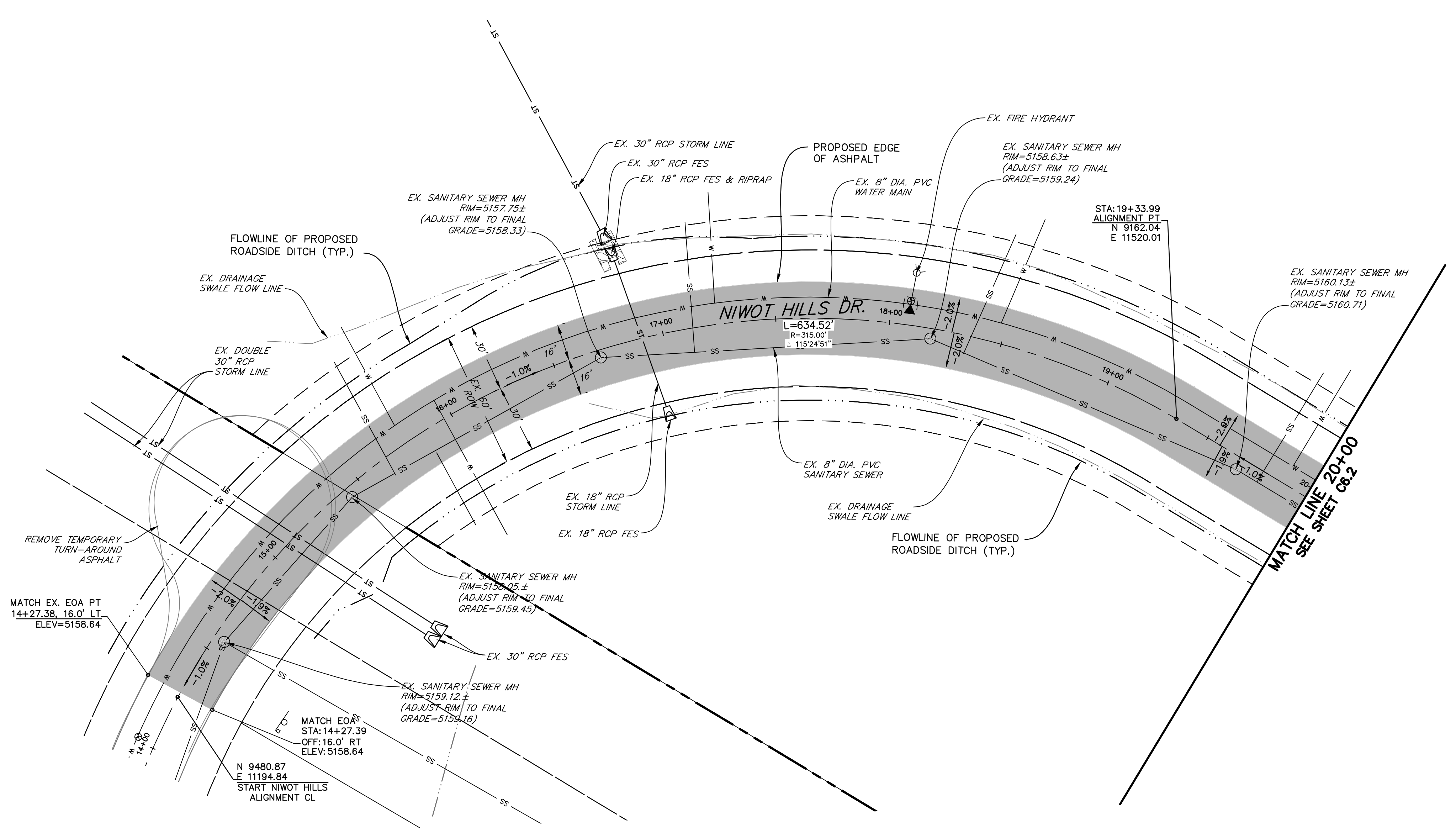
DESIGNED BY:	CKW
DRAWN BY:	MAB
CHECKED BY:	MDM
FILE NAME:	PP01

05/20/2022
 FOR, AND ON BEHALF OF,
DREXEL, BARRELL & CO.
 DRAFTER: [Signature]
 PROFESSIONAL ENGINEER
 38898
 DRAWING SCALE:
 HORIZONTAL: 1"=30'
 VERTICAL: 1"=10'

NIWOT HILLS DRIVE PLAN & PROFILE

PROJECT: 20598-04BLCV
 DRAWING NO.

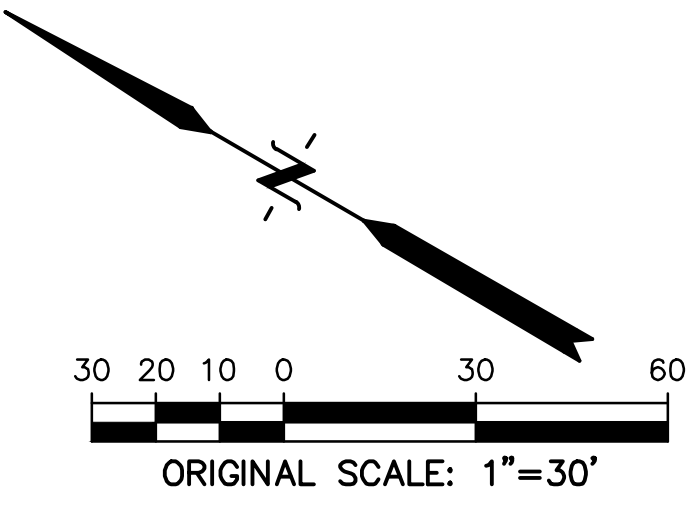
C6.2
 SHEET: 16 OF 26



KEY MAP
NOT TO SCALE

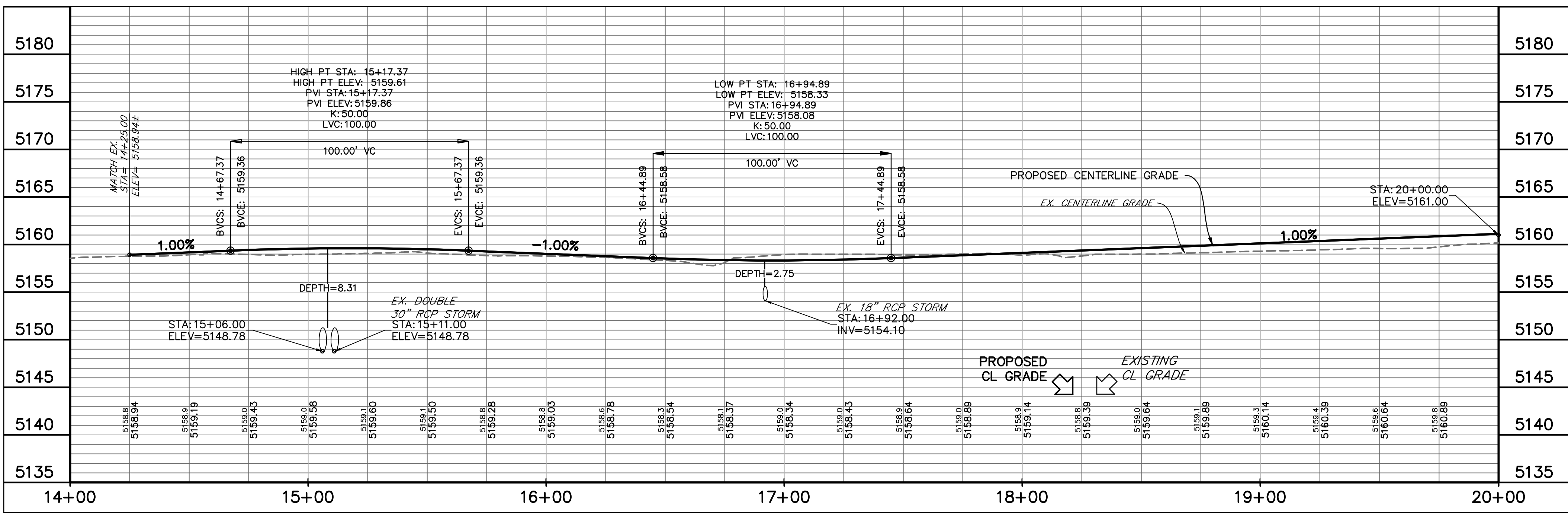
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BENCHMARK
3-1/4" ALUMINUM CAP AT THE NORTHWEST CORNER OF SECTION 32, T2N, R69W OF THE 6TH P.M. ELEVATION=5119.30 NGVD 1929 DATUM.



LEGEND

- PROPERTY LINE
- EX. ROW LINE
- EX. EASEMENT LINE
- EX. SANITARY SEWER..... SS
- EX. WATER LINE
- EX. STORM LINE
- EX. CABLE TV..... CTV
- EX. FIRE HYDRANT.....
- EX. WATER VALVE.....
- EX. WATER METER.....
- EX. MANHOLE.....
- PROPOSED METER.....
- PROPOSED ASPHALT
- PROPOSED ROW LINE
- PROPOSED EASEMENT LINE



PREPARED BY:



Drexel, Barrell & Co.
Engineers-Surveyors
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(303) 442-4338
BOULDER - GREELEY
COLORADO SPRINGS

OWNER/CLIENT:

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FINAL CONSTRUCTION DRAWINGS FOR:
**NIWOT HILLS
TDR/PUD SUBDIVISION
FILING NO. 3
BOULDER COUNTY, COLORADO**

ISSUE	DATE
COUNTY SUBMITTAL	5/20/2022

DESIGNED BY: CWK
DRAWN BY: MAB
CHECKED BY: MDM

FILE NAME: PPO1



05/20/2022
FOR, AND ON BEHALF OF,
DREXEL, BARRELL & CO.
DRAWING SCALE:
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VERTICAL: 1"=10'

NIWOT HILLS DRIVE PLAN & PROFILE

PROJECT:20598-04BLCV
DRAWING NO.

C6.3

SHEET: 17 OF 26



LEGEND

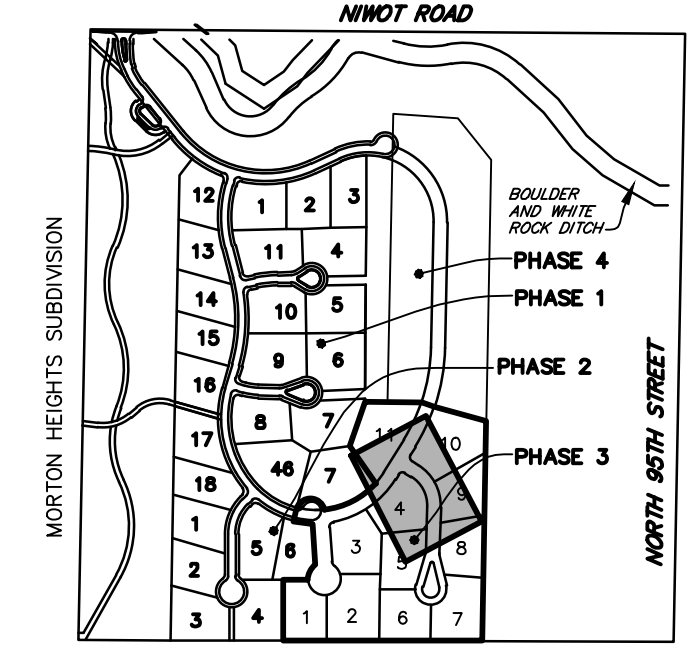
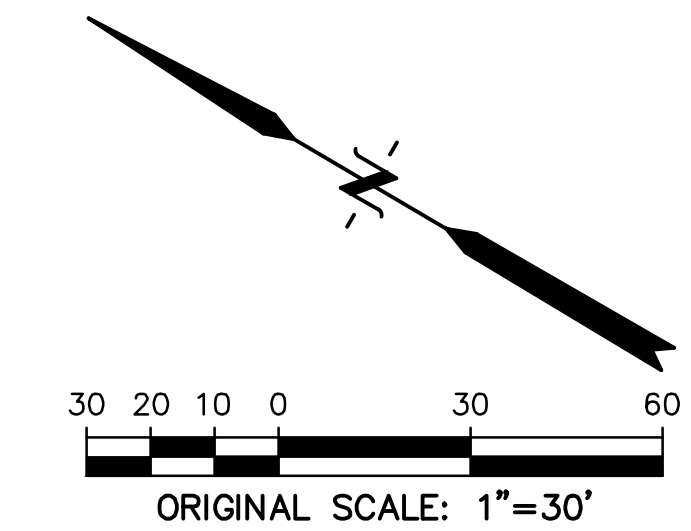
- PROPERTY LINE
- EX. ROW LINE
- EX. EASEMENT LINE
- EX. SANITARY SEWER
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- EX. CABLE TV
- EX. FIRE HYDRANT
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- EX. WATER METER
- EX. MANHOLE
- PROPOSED METER
- PROPOSED ASPHALT
- PROPOSED ROW LINE
- PROPOSED EASEMENT LINE

BASIS OF BEARINGS

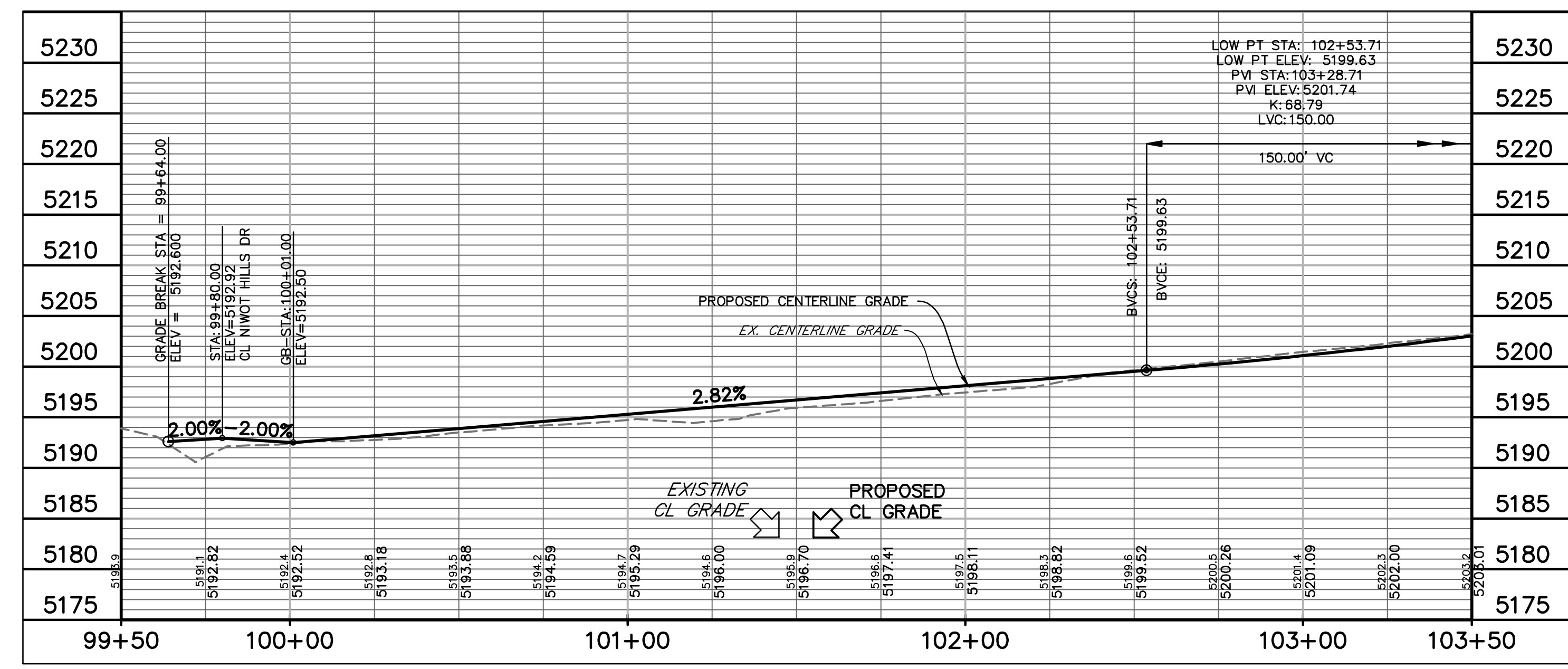
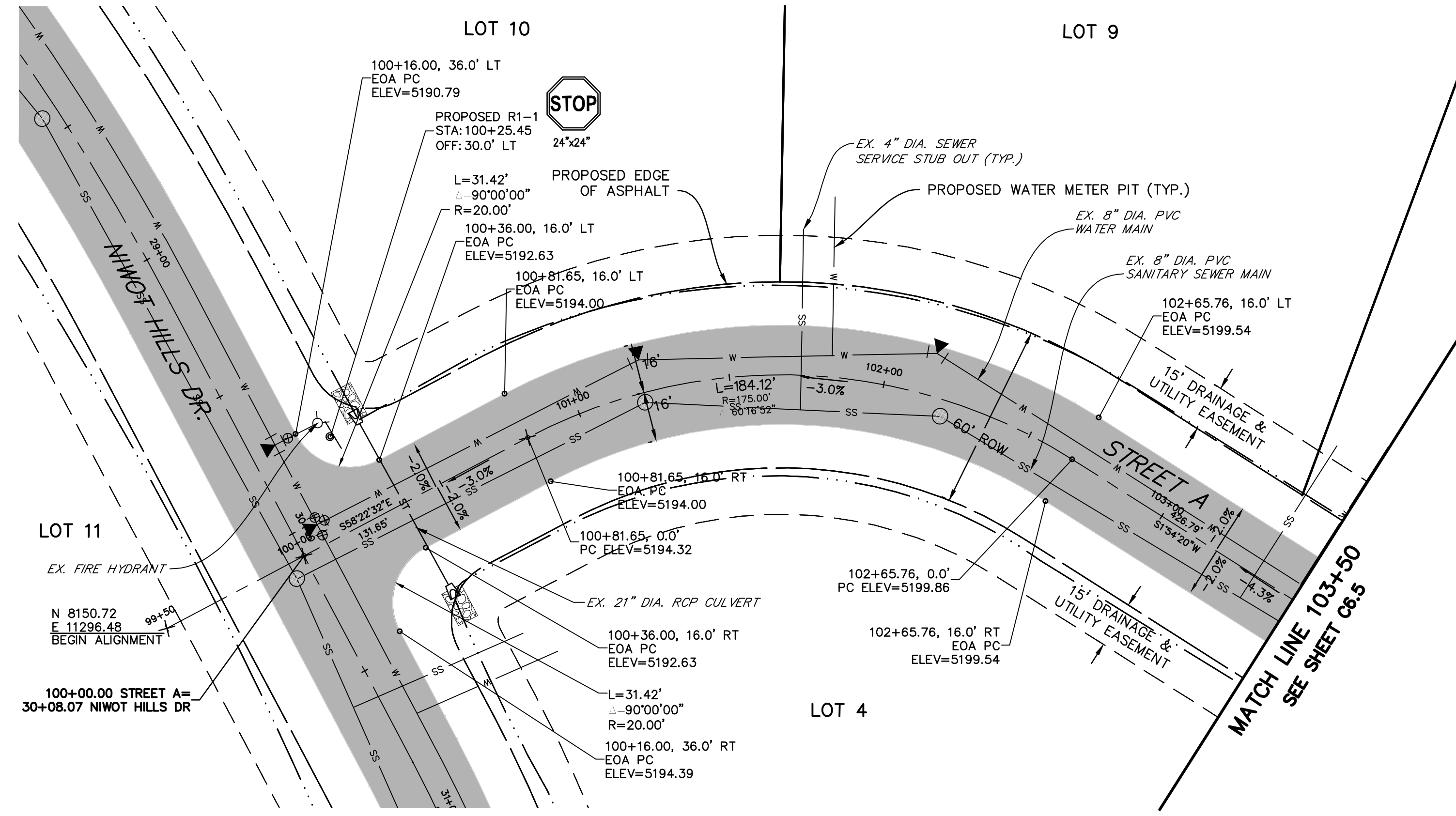
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BENCHMARK

3-1/4" ALUMINUM CAP AT THE NORTHWEST CORNER OF SECTION 32, T2N, R69W OF THE 6TH P.M. ELEVATION=5119.30 NGVD 1929 DATUM.



KEY MAP
NOT TO SCALE



PREPARED BY:



Drexel, Barrell & Co.
Engineers-Surveyors
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(303) 442-4338
BOULDER - GREELEY
COLORADO SPRINGS

OWNER/CLIENT:

**RIDGELINE
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ATTN: JASON MARKEL
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FINAL CONSTRUCTION DRAWINGS FOR:
**NIWOT HILLS
TDR/PUD SUBDIVISION
FILING NO. 3**
BOULDER COUNTY, COLORADO

ISSUE DATE

COUNTY SUBMITTAL 5/20/2022

DESIGNED BY: CWK
DRAWN BY: CWK
CHECKED BY: MDM

FILE NAME: PPO2



FOR, AND ON BEHALF OF,
DREXEL, BARRELL & CO.

DRAWING SCALE:
HORIZONTAL: 1"=30'
VERTICAL: 1"=10'

**STREET A
PLAN &
PROFILE**

PROJECT:20598-04BLCV
DRAWING NO.

C6.4

SHEET: 18 OF 26



Know what's below.
Call before you dig.

LEGEND

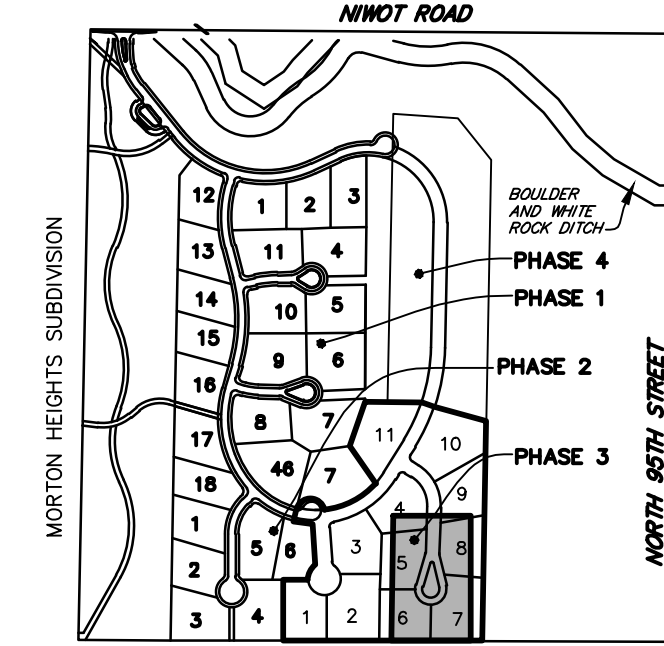
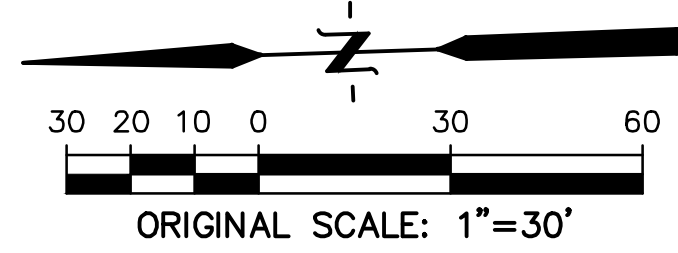
PROPERTY LINE.....	---	EX. WATER VALVE.....	⊗
EX. ROW LINE.....	---	EX. WATER METER.....	○
EX. EASEMENT LINE.....	---	EX. MANHOLE.....	○
EX. SANITARY SEWER.....	SS	PROPOSED METER.....	●
EX. WATER LINE.....	W	PROPOSED ASPHALT.....	■
EX. STORM LINE.....	ST	PROPOSED ROW LINE.....	---
EX. CABLE TV.....	CTV	PROPOSED EASEMENT LINE.....	---
EX. FIRE HYDRANT.....	Y		

BASIS OF BEARINGS

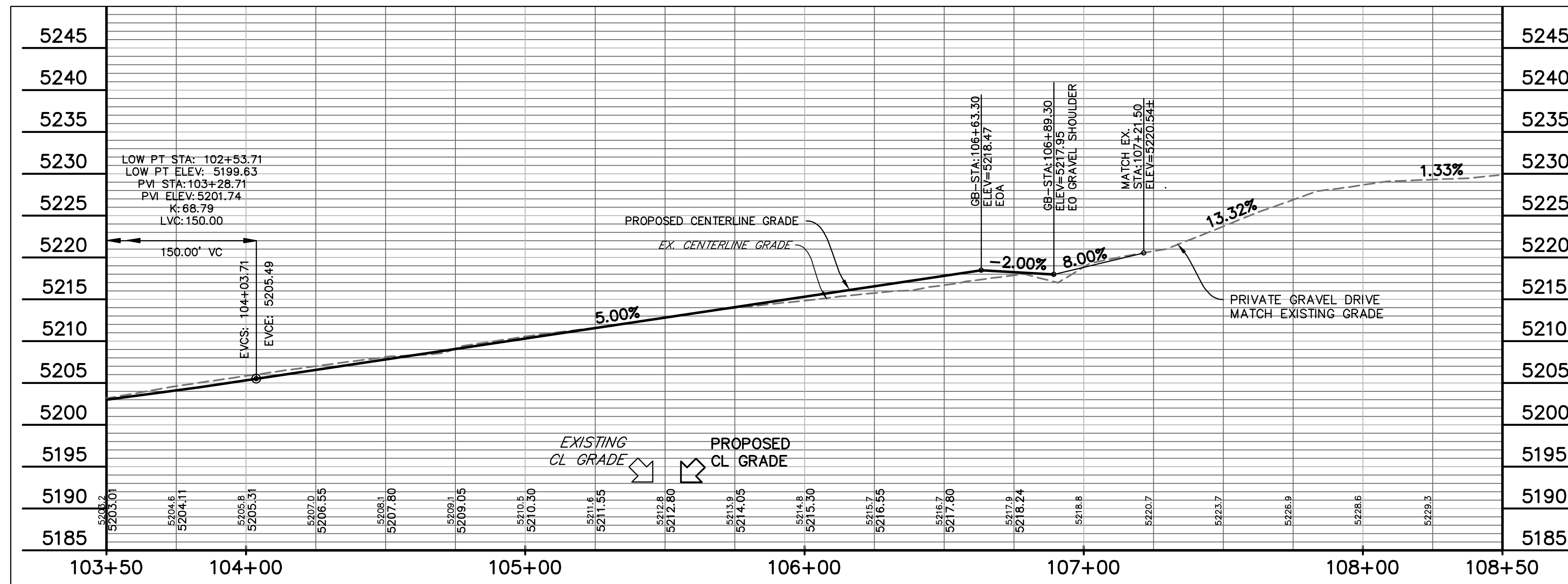
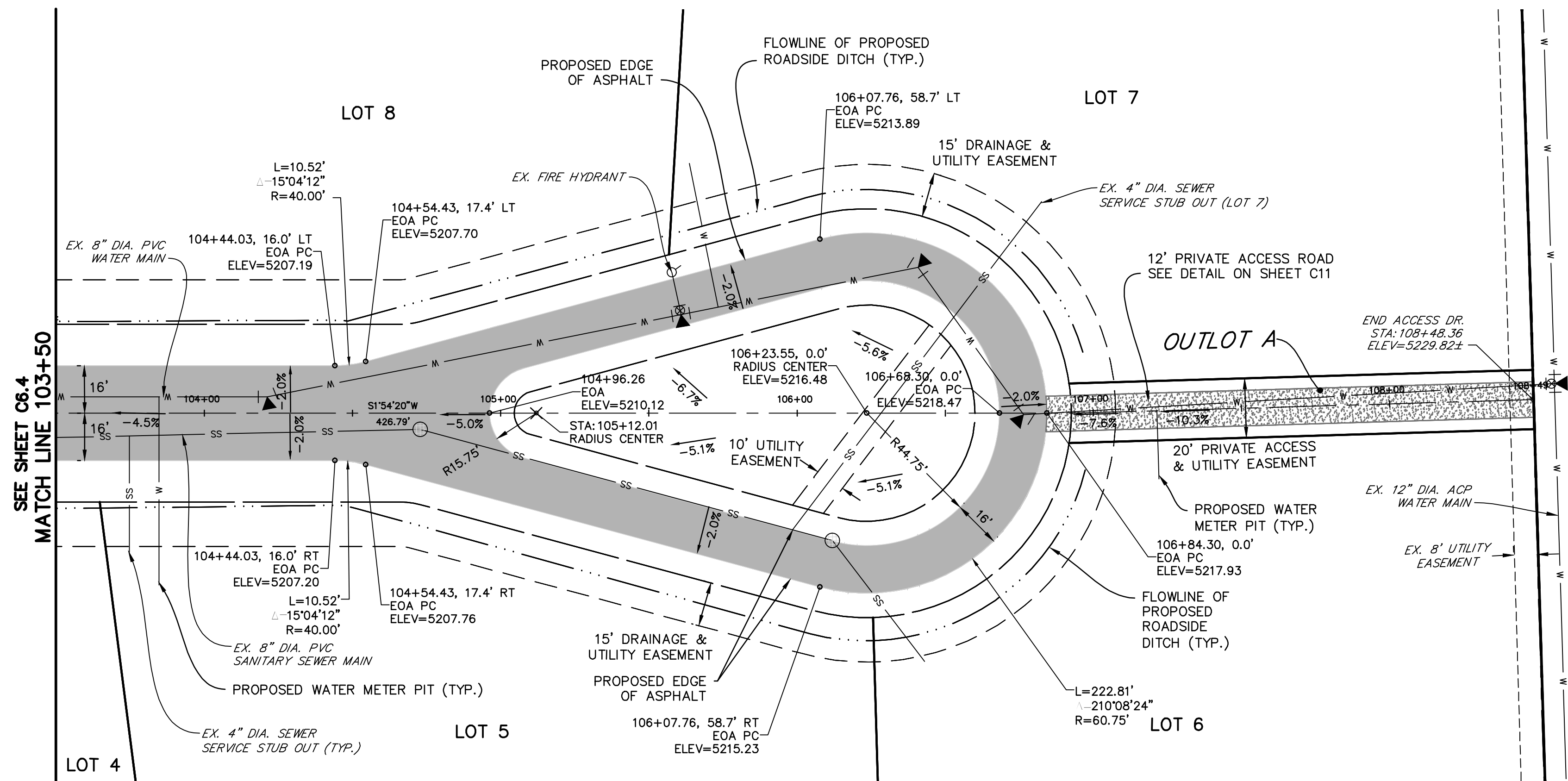
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BENCHMARK

3-1/4" ALUMINUM CAP AT THE NORTHWEST CORNER OF SECTION 32, T2N, R69W OF THE 6TH P.M. ELEVATION=5119.30 NGVD 1929 DATUM.



KEY MAP
NOT TO SCALE



PREPARED BY:



Drexel, Barrell & Co.
Engineers-Surveyors
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(303) 442-4338
BOULDER - GREELEY
COLORADO SPRINGS

OWNER/CLIENT:

RIDGELINE
DEVELOPMENT
CORPORATION

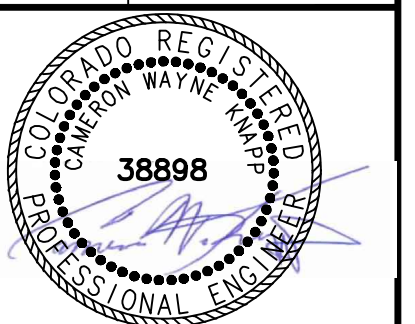
5723 ARAPAHOE AVENUE, #28
BOULDER, COLORADO 80303
ATTN: JASON MARKEL
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FINAL CONSTRUCTION DRAWINGS FOR:
Niwot Hills
TDR/PUD SUBDIVISION
FILING NO. 3
BOULDER COUNTY, COLORADO

ISSUE	DATE
COUNTY SUBMITTAL	5/20/2022

DESIGNED BY:	CWK
DRAWN BY:	CHK
CHECKED BY:	MDM

FILE NAME: PPO2



05/20/2022
FOR, AND ON BEHALF OF,
DREXEL, BARRELL & CO.

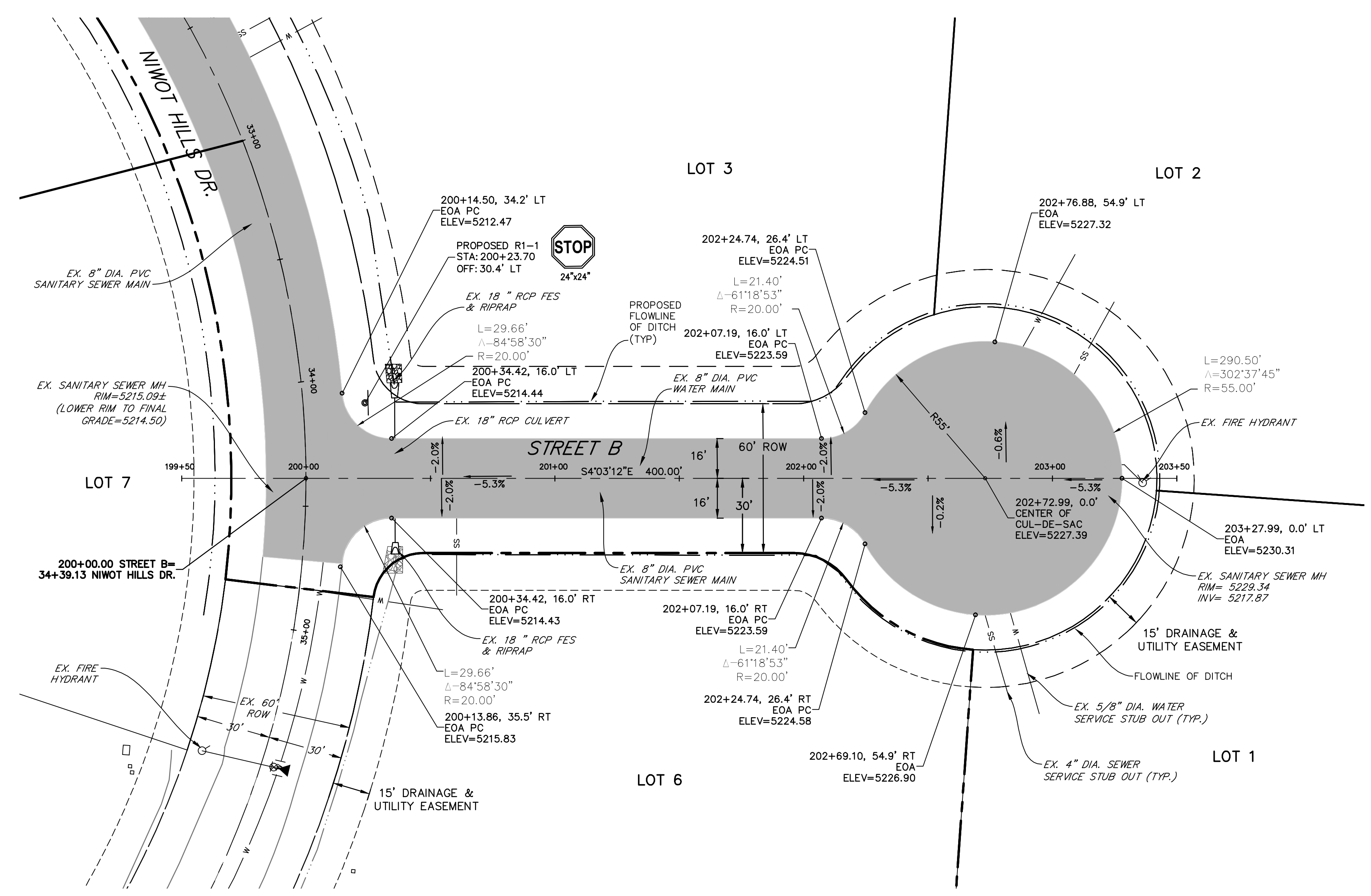
DRAWING SCALE:
HORIZONTAL: 1"=30'
VERTICAL: 1"=10'

STREET A
PLAN &
PROFILE

PROJECT:20598-04BLCV
DRAWING NO.

C6.5

SHEET: 19 OF 26

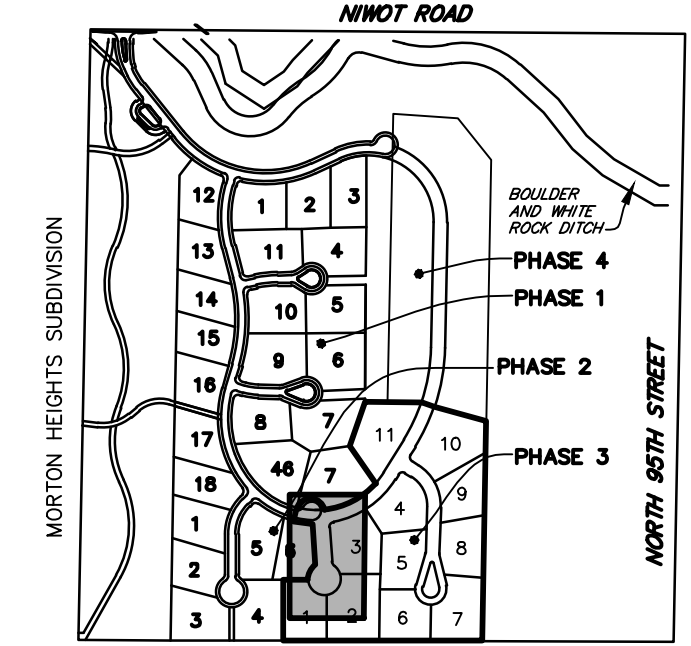


BASIS OF BEARINGS

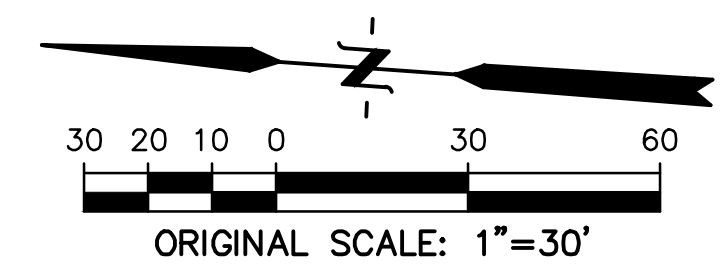
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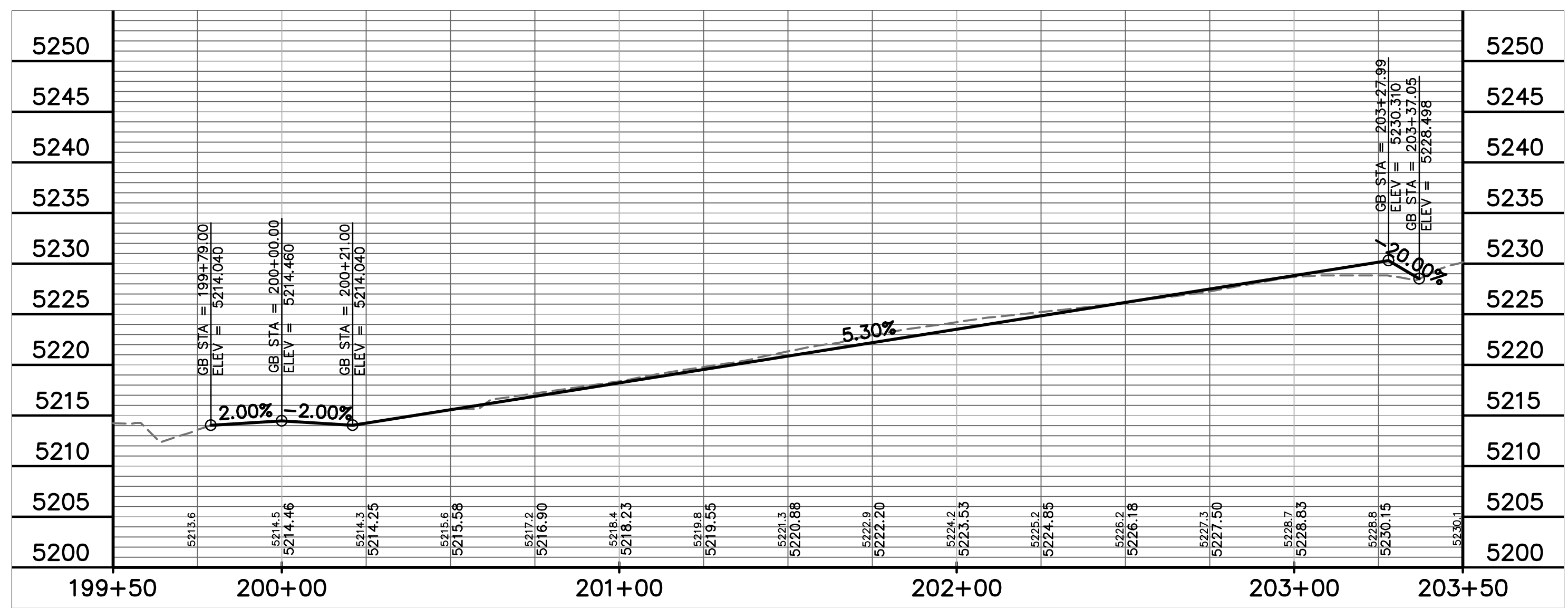


KEY MAP
NOT TO SCALE



LEGEND

- PROPERTY LINE
- EX. ROW LINE
- EX. EASEMENT LINE
- EX. SANITARY SEWER
- EX. WATER LINE
- EX. STORM LINE
- EX. CABLE TV
- EX. FIRE HYDRANT.....
- EX. WATER VALVE.....
- EX. WATER METER.....
- EX. MANHOLE
- PROPOSED METER
- PROPOSED ASPHALT
- PROPOSED ROW LINE
- PROPOSED EASEMENT LINE



PREPARED BY:



Drexel, Barrell & Co.
Engineers-Surveyors
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FINAL CONSTRUCTION DRAWINGS FOR:
**NWOT HILLS
TDR/PUD SUBDIVISION
FILING NO. 3
BOULDER COUNTY, COLORADO**

ISSUE	DATE
COUNTY SUBMITTAL	5/20/2022

DESIGNED BY: CWK
DRAWN BY: CWK
CHECKED BY: MDM

FILE NAME: PPO3



05/20/2022
FOR, AND ON BEHALF OF,
DREXEL, BARRELL & CO.

DRAWING SCALE:
HORIZONTAL: 1"=30'
VERTICAL: 1"=10'

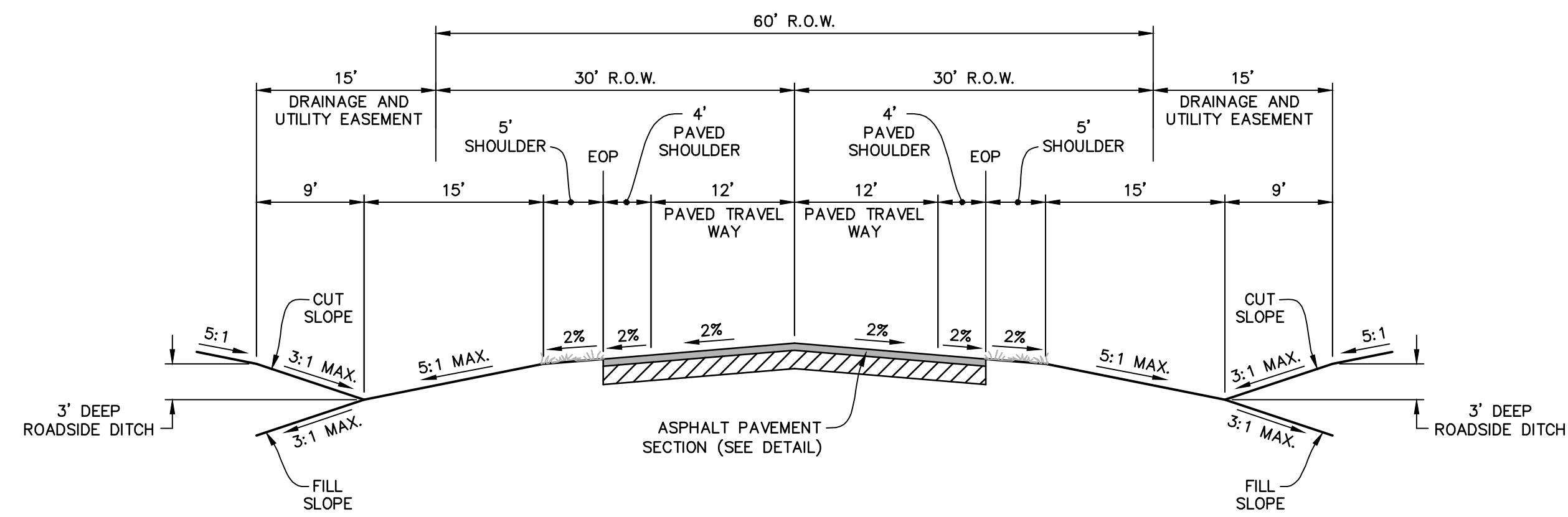
**STREET B
PLAN &
PROFILE**

PROJECT:20598-04BLCV
DRAWING NO.

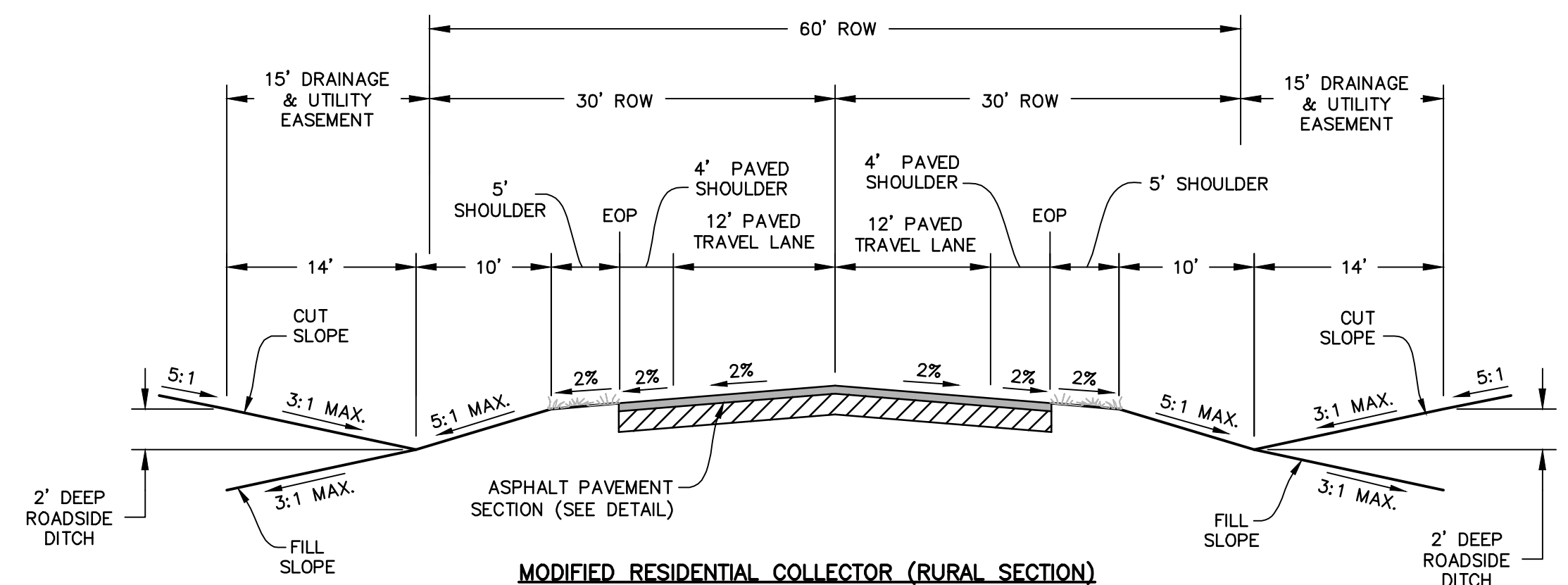
C6.6

SHEET: 20 OF 26





MODIFIED RESIDENTIAL COLLECTOR (RURAL SECTION)
BOULDER COUNTY STANDARD DRAWING NO. 3
TYPICAL ROAD SECTION FOR NIWOT HILLS DRIVE
 NO SCALE

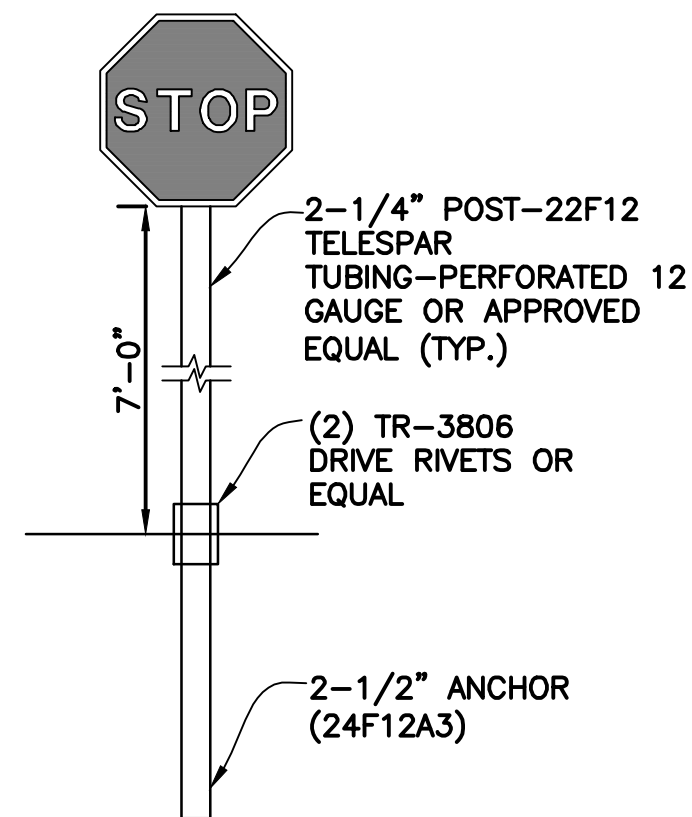


MODIFIED RESIDENTIAL COLLECTOR (RURAL SECTION)
BOULDER COUNTY STANDARD DRAWING NO. 3
TYPICAL ROAD SECTION FOR STREET A & STREET B
 NO SCALE

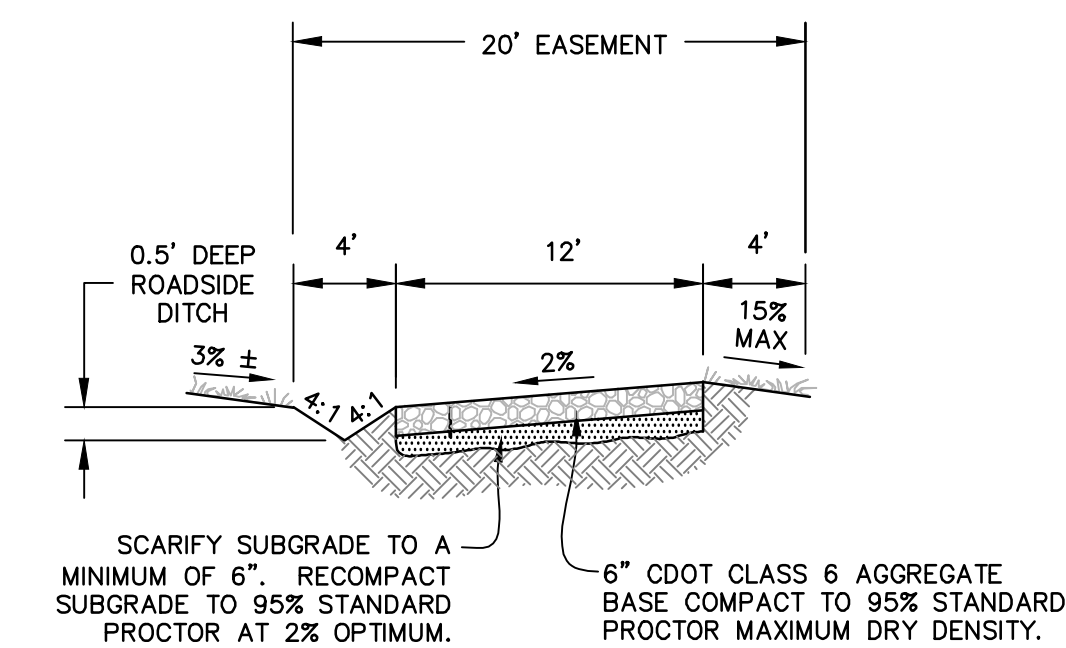
ALTERNATIVE	SECTION TYPE	PAVEMENT THICKNESS (INCHES)			
		ASPHALT PAVEMENT SURFACE	AGGREGATE BASE COURSE (CLASS 6)	PORTLAND CONCRETE CEMENT	TOTAL
1	COMPOSITE SECTION	4	9		13
2	FULL DEPTH	7			7
3	RIGID SECTION			7	7

NOTES:
 PAVEMENT SPECIFICATIONS & MINIMUM THICKNESS ARE BASED ON THE GEOTECHNICAL SUBSURFACE INVESTIGATION BY SCOTT, COX & ASSOCIATES, INC. (PROJECT NO. 0016B) DATED FEBRUARY 2000. REFER TO THIS REPORT FOR ADDITIONAL DETAILS, SUB GRADE PREPARATION, AND MATERIAL SPECIFICATIONS.

PAVEMENT SECTION DETAIL
 NO SCALE



STOP SIGN & INSTALLATION DETAIL
 NO SCALE



12' PRIVATE ACCESS ROAD DETAIL
 NO SCALE

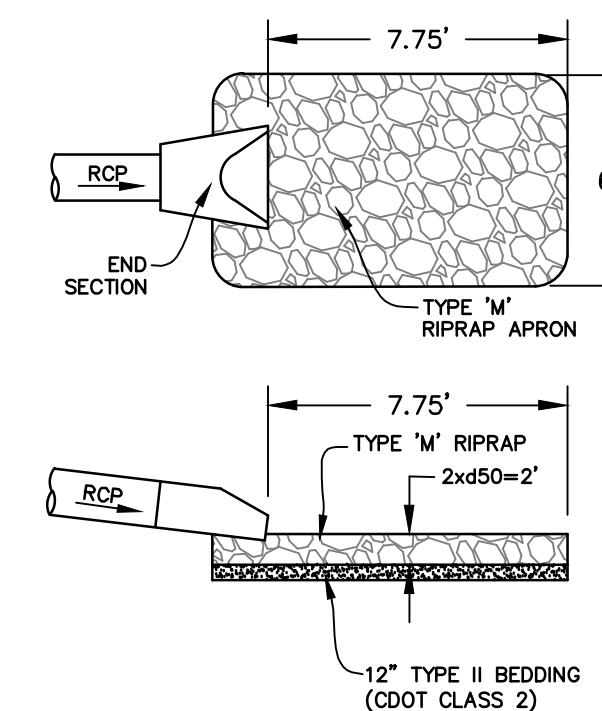
TREVARTON ROADSIDE GRASS SEED MIX (RECOMMENDED):

COMMON NAME	SCIENTIFIC NAME	VARIETY	% OF MIX	KG PLS / HA	LB PLS / ACRE
BIG BLUE STEM	ANDROPOGON GERARDII	PAWNEE	10	1.2	6.5
BLUE GAMMA	BOUTELOUA GRACILIS	HACHITA OR LOVINGTON	25	0.6	3.3
SIDE OATS GAMMA	BOUTELOUA CURTIPENDULA	VAUGHN	25	2.6	14.2
CANADIAN WILD RYE	ELYMUS CANADENSIS	NATIVE	10	1.7	9.3
SLENDER WHEATGRASS	ELYMUS TRACHYCAULUS	SAN LUIS	10	5.4	29.4
WESTERN WHEATGRASS	PASCOPYRUM SMITHII	ARRIBA	20	15.5	84.5
TOTAL =			100%	27.0	147.2

NOTES:
 1. KG PLS / HA = KILOGRAMS OF PURE LIVE SEED PER HECTARE.
 2. LB PLS / ACRE = POUNDS OF PURE LIVE SEED PER ACRE.
 3. ORDERS WILL BE MADE IN PURE LIVE SEED POUNDS, NOT BULK POUNDS.
 4. RATES SHOWN IN THE ABOVE TABLE ARE FOR DRILL SEEDING.
 5. RATES SHOWN IN THE ABOVE TABLE NEED TO BE DOUBLED IF A BROADCAST SEEDING METHOD IS USED.
 6. THE USE OF ANY OTHER SEED MIX MUST BE APPROVED BY CITY OF LAFAYETTE.

TEMPORARY SEED MIX

- NOTES**
- RIPRAP SHALL CONSIST OF HARD, DENSE, DURABLE, STONE, ANGULAR IN SHAPE AND RESISTANT TO WEATHERING. ROUNDED STONE OR BouldERS WILL NOT BE ACCEPTED AS RIPRAP MATERIAL. THE STONE SHALL HAVE A SPECIFIC GRAVITY OF AT LEAST 2.5. EACH PIECE SHALL HAVE ITS GREATEST DIMENSION NOT GREATER THAN THREE TIMES ITS LEAST DIMENSION.
 - STONES WITH TYPICAL STONE DIMENSIONS THAT ARE EQUAL TO 450 AND LARGER SHALL BE PLACED AT THE TOP SURFACE WITH FACES AND SHAPES MATCHED TO MINIMIZE VOIDS AND FORM AS SMOOTH A SURFACE AS PRACTICAL.
 - DUMPING AND BACKHOE PLACEMENT ALONE IS NOT SUFFICIENT TO ENSURE A PROPERLY INTERLOCKED SYSTEM. THE MATERIAL MAY BE MACHINE-PLACED AND THEN ARRANGED AS NECESSARY BY THE USE OF GRADALL WITH A MULTI-PRONG GAPPLE DEVICE OR BY HAND TO INTERLOCK AND FORM A SUBSTANTIAL BOND.



RIPRAP SHALL CONFORM TO THE GRADATION REQUIREMENTS GIVEN BELOW IN CDOT TABLE 506-2.

TABLE 506-2

PAY ITEM	STONE SIZE (INCHES)	% OF MATERIAL SMALLER THAN TYPICAL STONE ¹	TYPICAL STONE DIMENSIONS ² (INCHES)	TYPICAL STONE WEIGHT ³ (POUNDS)
RIPRAP 6	70-100	12	8	85
	50-70	9	10	35
	35-50	2	0.4	0.4
RIPRAP 9	70-100	15	160	1.3
	50-70	12	85	0.8
	35-50	9	35	0.4
RIPRAP 12	70-100	21	440	3.3
	50-70	18	275	2.0
	35-50	12	65	0.8
RIPRAP 18	100	30	1280	9.3
	50-70	24	650	4.7
	35-50	18	275	2.0
RIPRAP 24	100	42	3500	25.0
	50-70	33	1700	12.5
	35-50	24	650	4.7

1. 450=NOMINAL STONE SIZE
 2. BASED ON TYPICAL ROCK WEIGHT
 3. EQUIVALENT SPHERICAL DIAMETER BASED ON SPECIFIC GRAVITY=2.5

OUTLET STRUCTURE RIPRAP BEDDING DETAIL
 NO SCALE

PREPARED BY:



Drexel, Barrell & Co.
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 BOULDER, COLORADO 80301
 (303) 442-4338
 BOULDER - GREELEY
 COLORADO SPRINGS

OWNER/CLIENT:

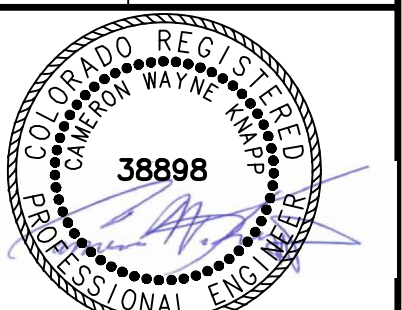
RIDGELINE DEVELOPMENT CORPORATION
 5723 ARAPAHOE AVENUE, #28
 BOULDER, COLORADO 80303
 ATTN: JASON MARKEL
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FINAL CONSTRUCTION DRAWINGS FOR:
 NIWOT HILLS
 TDR/PUD SUBDIVISION
 FILING NO. 3
 BOULDER COUNTY, COLORADO

ISSUE DATE
 COUNTY SUBMITTAL 5/20/2022

DESIGNED BY: CWK
 DRAWN BY: CWK
 CHECKED BY: MDM

FILE NAME: DT01



05/20/2022
 FOR, AND ON BEHALF OF,
 DREXEL, BARRELL & CO.

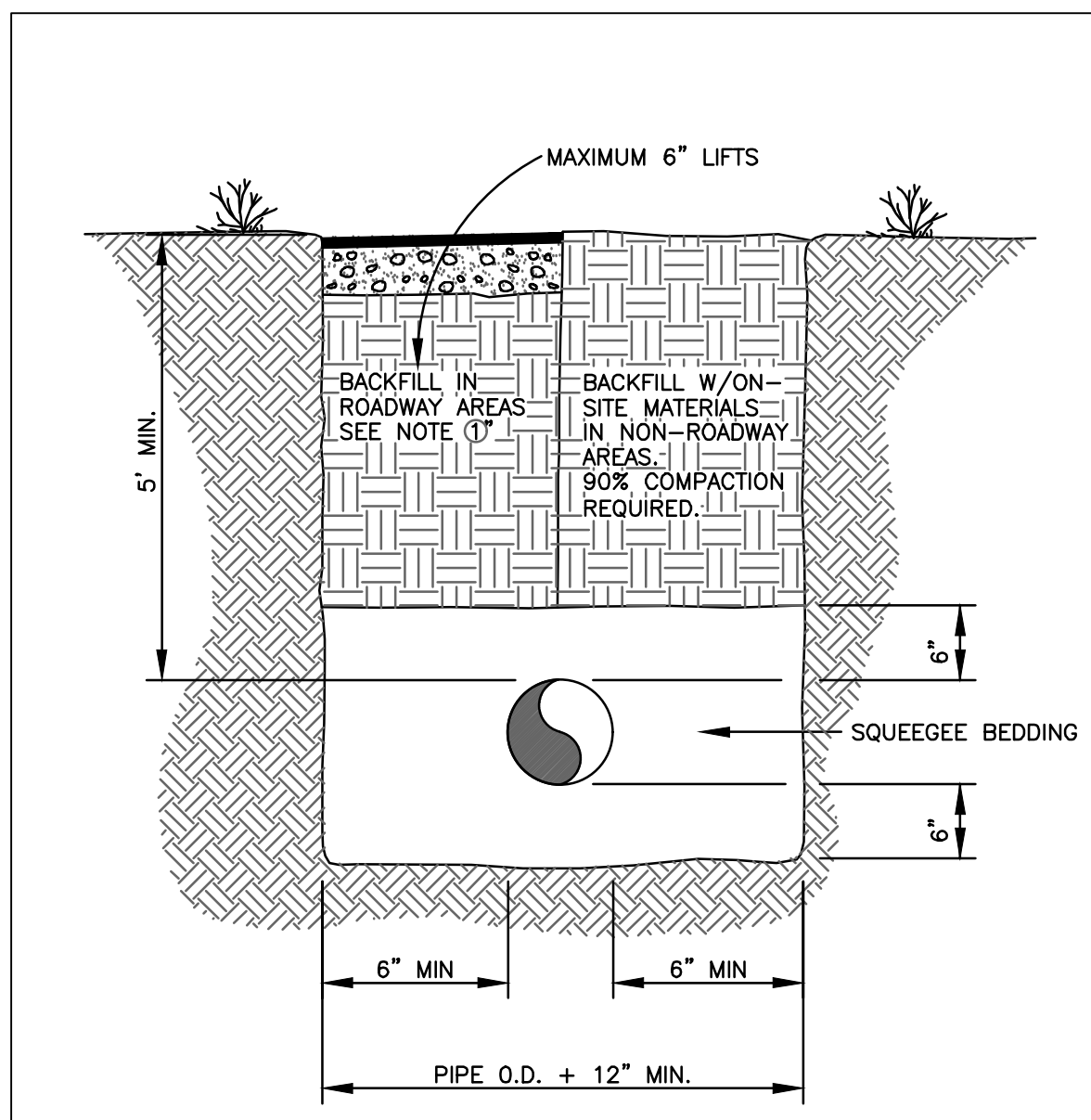
DRAWING SCALE:
 HORIZONTAL: NA
 VERTICAL: NA

DETAILS SHEET

PROJECT: 20598-04BLCV
 DRAWING NO.

C7.0

SHEET: 21 OF 26



NOTE 1 : BACKFILL MATERIAL IN ROADWAY AREAS SHALL BE CLASS 6 ROADBASE OR AN ALTERNATIVE APPROVED BY THE LOCAL TRANSPORTATION AUTHORITY. 95% COMPACTION REQUIRED.

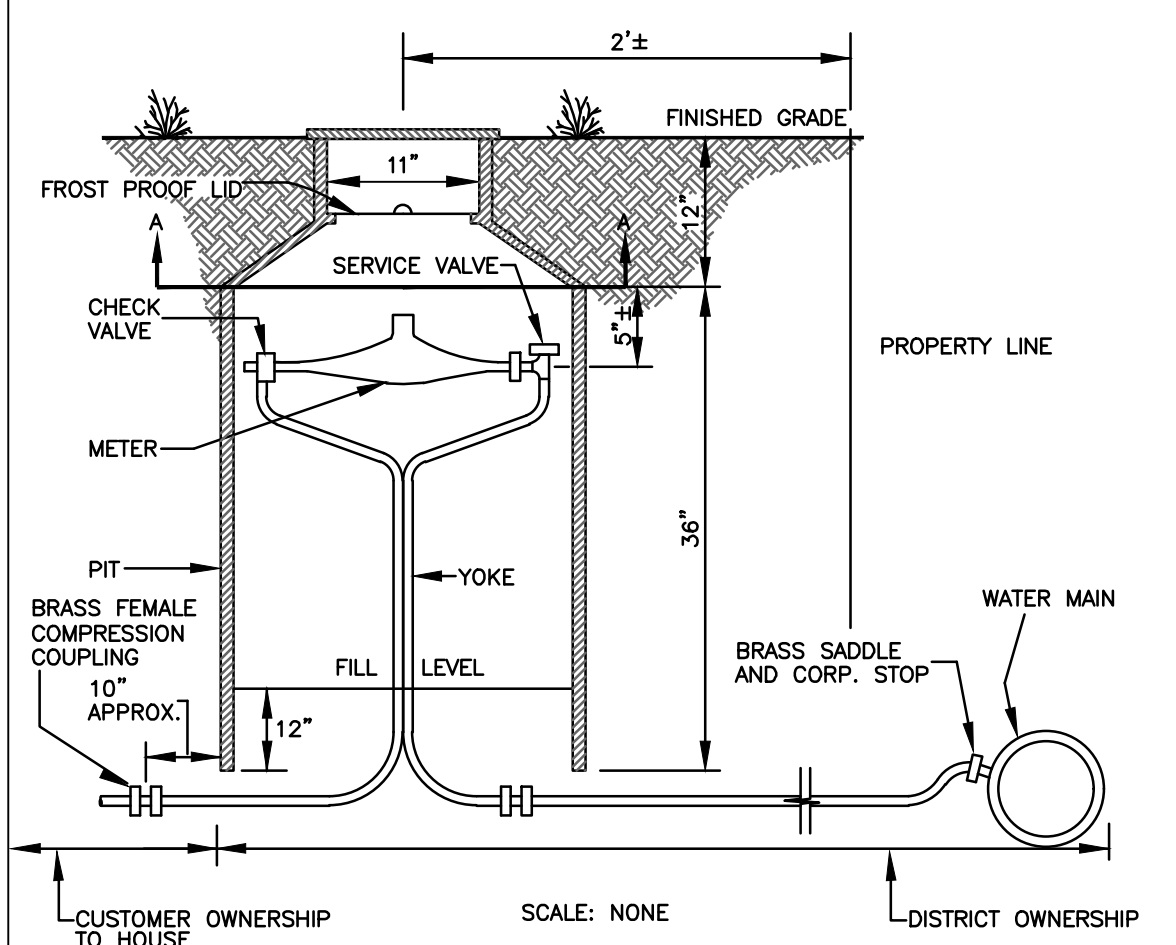
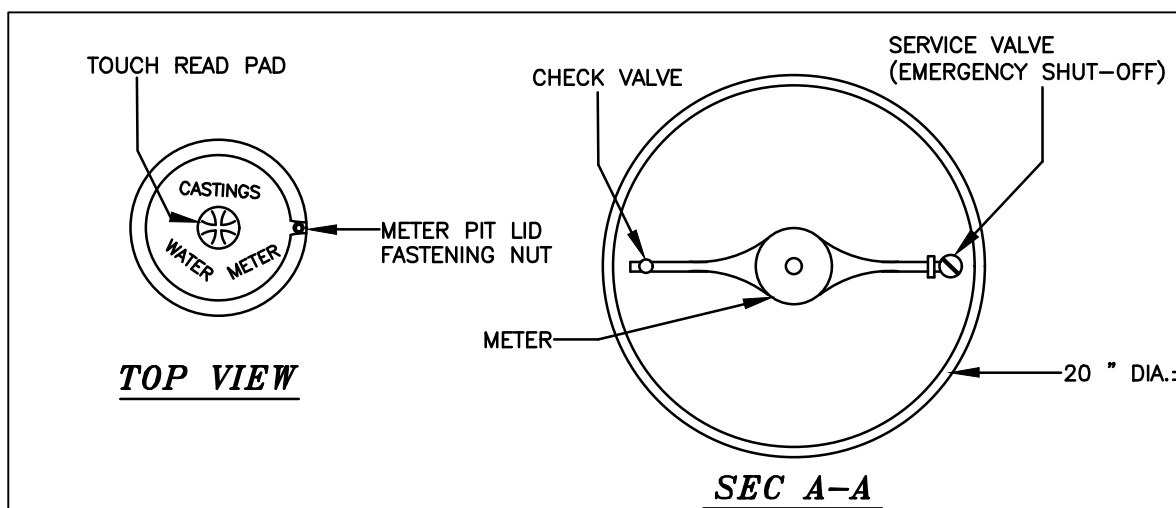
SCALE: NONE

TYPICAL TRENCH DETAIL

LEFT HAND WATER DISTRICT	
BKEETH	1-DD
REV. 9-22-99	D:\AUTOCAD\DET1.DWG

LEFT HAND WATER DISTRICT NOTES

1. ALL MATERIAL AND CONSTRUCTION SHALL CONFORM WITH THE LEFT HAND WATER DISTRICT "STANDARDS AND SPECIFICATIONS", LATEST REVISION THEREOF.
2. SHOULD CIRCUMSTANCES WARRANT CHANGES FROM THE APPROVED PLANS OR SPECIFICATIONS, THE PROPOSED REVISION MUST BE SUBMITTED TO AND APPROVED BY THE DISTRICT. NO WORK SHALL PROCEED ON THAT PORTION OF THE PROJECT BEING REVISED UNTIL SAID REVISIONS ARE SUBMITTED AND APPROVED BY THE DISTRICT. MINOR CHANGES FROM THE PLANS OR SPECIFICATION MAY BE APPROVED BY OBTAINING WRITTEN PERMISSION FROM THE DISTRICT.
3. INSPECTIONS SHALL BE REQUIRED DURING ALL PHASES OF INSTALLATION. THE DISTRICT'S OFFICE SHALL BE NOTIFIED AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE WHEN PIPE IS TO BE LAID IN ANY TRENCH. NO PIPE OR JOINTS SHALL BE COVERED UNTIL THEY HAVE BEEN INSPECTED BY THE DISTRICT OR WRITTEN APPROVAL TO BACKFILL IS OBTAINED FROM THE DISTRICT.
4. NO CONSTRUCTION WORK SHALL BE STARTED UNTIL THE APPLICANT HAS RECEIVED WRITTEN APPROVAL FROM THE DISTRICT.
5. ALL WORK PERFORMED IN THE PUBLIC RIGHT-OF-WAY SHALL BE PERFORMED UNDER AN ENCROACHMENT PERMIT FROM THE CONTROLLING AGENCY AND IN ACCORDANCE WITH THE RULES AND REGULATIONS OF SUCH A PERMIT. ALL PERMITS SHALL BE OBTAINED BY THE OWNER OR THE CONTRACTOR.
6. WATER MAIN SHALL BE CONSTRUCTED ACCORDING TO THE LOCATION AND GRADE AS SHOWN ON THESE PLANS. MAINTAIN FIVE (5) FEET MINIMUM OF COVER OVER WATER MAIN AND SERVICES.
7. WATER MAINS SHALL BE LAID AT LEAST TEN (10) FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED SANITARY SEWER. WATER MAINS CROSSING ABOVE STORM AND SANITARY SEWERS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF EIGHTEEN (18) INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER. AT ALL SUCH CROSSINGS, ONE FULL LENGTH OF WATER PIPE (MINIMUM EIGHTEEN (18) FEET LONG) SHALL BE LOCATED SO BOTH JOINTS WILL BE AS FAR FROM THE SEWER AS POSSIBLE.
8. WHERE THE WATER MAIN IS LOWERED TO CROSS UNDER A STORM OR SANITARY SEWER, THE SEWER SHALL BE ENCASED IN A MINIMUM OF FIVE (5) INCHES OF CONCRETE. THE ENCASEMENT SHALL EXTEND ALONG THE SEWER LINE FOR A MINIMUM OF TEN (10) FEET EITHER SIDE OF THE WATERLINE. AT ALL SUCH CROSSINGS, ONE FULL LENGTH OF WATER PIPE (MINIMUM EIGHTEEN (18) FEET LONG) SHALL BE LOCATED SO BOTH JOINTS WILL BE AS FAR FROM THE SEWER AS POSSIBLE.
9. NOT MORE THAN FOUR HUNDRED FIFTY (450) LINEAR FEET OF TRENCH SHALL BE DUG IN ADVANCE OF THE COMPLETED PIPE LAYING OPERATIONS. SEE TYPICAL TRENCH DETAIL 1-DD THIS SHEET.
10. THE MAXIMUM CLEAR WIDTH OF TRENCH AT THE TOP OF THE PIPE SHALL NOT BE MORE THAN THE OUTSIDE DIAMETER OF THE BARREL OF THE PIPE PLUS TWO (2) FEET.
11. ALL WATER MAIN SHALL BE BEDDED IN CLEAN, FREE DRAINING WELL-GRADED SAND OR SQUEEGEE IN CONFORMANCE WITH THE DISTRICT'S SPECIFICATIONS.
12. AT LOCATIONS WHERE CONNECTIONS TO EXISTING WATER MAINS ARE TO BE INSTALLED, THE CONTRACTOR SHALL LOCATE EXISTING MAINS BOTH VERTICALLY AND HORIZONTALLY AND SHALL VERIFY THEIR EXACT SIZE AND TYPE OF MATERIAL IN ADVANCE OF THE TIME SCHEDULE FOR MAKING CONNECTIONS.
13. ALL CONNECTIONS TO EXISTING MAINS IN SERVICE SHALL BE WET TAPS. NO TAPPING SHALL BE DONE WITHOUT A DISTRICT INSPECTOR PRESENT.
14. IF IT IS IMPOSSIBLE TO MAKE THE CONNECTION WITHOUT A SHUT DOWN, THE CONTRACTOR SHALL NOTIFY AND SCHEDULE THE CONNECTION WITH THE DISTRICT.
15. ALL EXISTING VALVES SHALL BE OPERATED ONLY BY DISTRICT EMPLOYEES.
16. ALL PVC PIPE AND FITTINGS USED SHALL MEET A.W.W.A. SPECIFICATION C900 AND SHALL BE CLASS 200. THE PIPES SHALL HAVE RUBBER RING GASKETS.
17. ALL DUCTILE IRON PIPE SHALL MEET A.W.W.A. SPECIFICATION C151 AND SHALL BE CLASS 350. ALL PIPE JOINTS SHALL BE AN APPROVED SLIP TYPE OR MECHANICAL JOINT AS APPROVED BY THE DISTRICT.
18. POLYETHYLENE ENCASEMENT SHALL BE REQUIRED FOR ALL DUCTILE IRON PIPE. POLYETHYLENE ENCASEMENT SHALL BE EIGHT (8) MILLS THICK AND SHALL MEET A.W.W.A. SPECIFICATION C105.
19. FITTINGS SHALL BE CAST OF DUCTILE IRON CONFORMING TO A.W.W.A. SPECIFICATION C104, C110, C111, AND C153. FITTINGS SHALL BE CLASS 250.
20. RESIDENTIAL DOMESTIC WATER SERVICES SHALL BE 3/4" INCH COPPER TUBING AND SHALL MEET ASTM CLASS I SPECIFICATIONS AND U.S. GOVERNMENT TYPE K SPECIFICATION WW-T-799. SEE TYPICAL RESIDENTIAL SERVICE DETAIL 7-DD THIS SHEET.
21. RESIDENTIAL DOMESTIC WATER METERS SHALL BE 5/8" INCH METERS. OPEN SPACE IRRIGATION WATER METERS SHALL BE 5/8" INCH METERS. ALL METERS, PITS AND YOKES SHALL BE PURCHASED FROM THE DISTRICT. SERVICE LINES SHALL BE STUBBED OUT ELEVEN (11) FEET PAST THE PIT. SERVICE LOCATIONS SHALL BE AS INDICATED BY THESE PLANS.
22. VALVES IN WATER MAINS SHALL BE LOCATED AS SHOWN ON THESE PLANS.
23. A VALVE BOX SHALL BE PROVIDED FOR EVERY VALVE. SEE VALVE BOX DETAIL 3-DD THIS SHEET.
24. ALL PLUGS, CAPS, TEES AND BENDS SHALL BE PROVIDED WITH A CONCRETE THRUST BLOCK. SEE HORIZONTAL THRUST BLOCKS DETAIL 5-DD THIS SHEET.
25. HYDRANTS SHALL BE SET TO THE FINISHED GRADE, WITH THE SAFETY FLANGE APPROXIMATELY FOUR (4) INCHES ABOVE THE GROUND, AS INDICATED BY THESE PLANS. SEE MODIFIED STANDARD HYDRANT DETAIL 4-DD THIS SHEET. HYDRANTS SHALL BE MUELLER SUPER CENTURION 200 OR 250 AND SHALL COMPLY WITH AWWA SPECIFICATION C-502. ALL HYDRANTS SHALL BE EQUIPPED WITH TRAFFIC KNOCK-OFF TYPE SECTIONS.



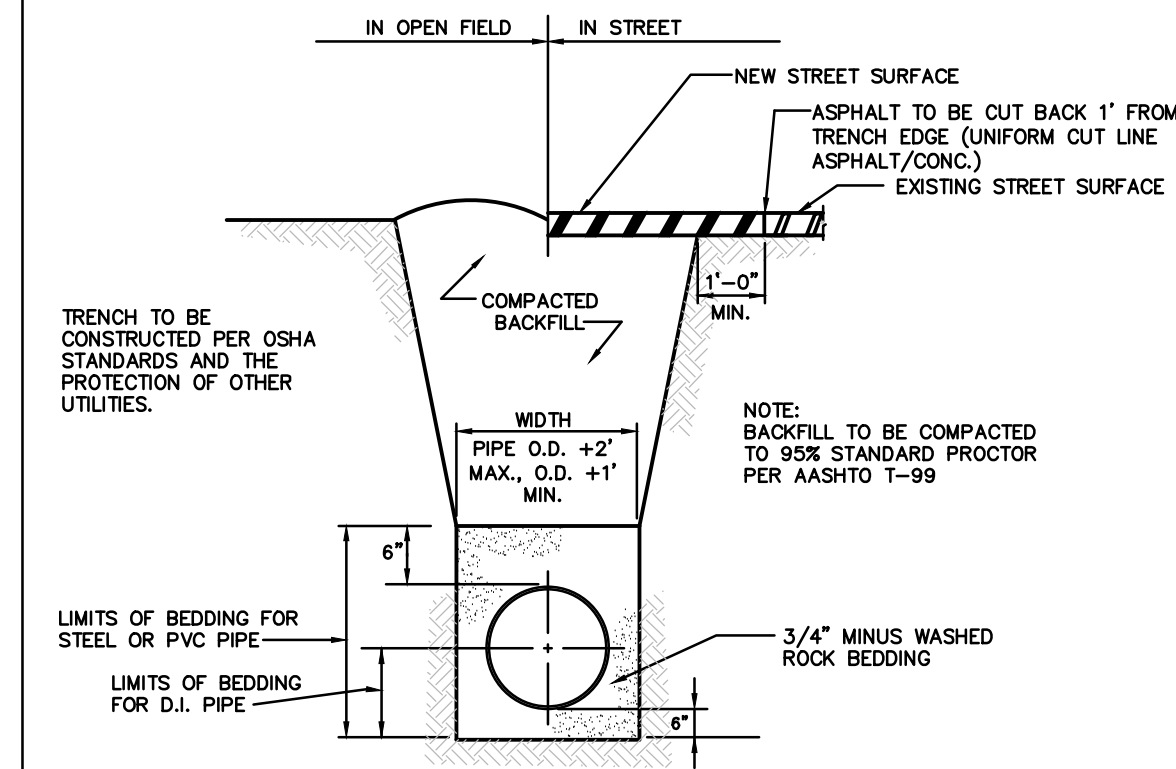
TYPICAL RESIDENTIAL SERVICE

LEFT HAND WATER DISTRICT	
BKEETH	7-DD
REV. 10-28-99	D:\AUTOCAD\DET7.DWG

NIWOT SANITATION DISTRICT NOTES

1. ALL MATERIAL AND CONSTRUCTION SHALL CONFORM WITH THE NIWOT SANITATION DISTRICT "STANDARD SEWER CONSTRUCTION SPECIFICATIONS", LATEST REVISION THEREOF.
2. SHOULD CIRCUMSTANCES WARRANT CHANGES FROM THE APPROVED PLANS OR SPECIFICATIONS, THE PROPOSED REVISION MUST BE SUBMITTED AND APPROVAL MUST BE OBTAINED FROM THE DISTRICT. NO WORK SHALL PROCEED ON THAT PORTION OF THE PROJECT BEING REVISED UNTIL SAID REVISIONS ARE SUBMITTED, APPROVED AND DISTRIBUTED. MINOR CHANGES FROM THE PLANS OR SPECIFICATION MAY BE APPROVED BY OBTAINING WRITTEN PERMISSION FROM THE DISTRICT.
3. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND INTERESTED PARTIES 48 HOURS PRIOR TO COMMENCEMENT OF WORK IN ORDER TO INSURE THAT THERE WILL NOT BE INTERRUPTIONS OF SERVICE DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL BE LIABLE FOR ALL DAMAGES TO EXISTING STRUCTURES AND SHALL SAVE THE DISTRICT HARMLESS FROM ANY LIABILITY OF EXPENSE FOR INJURIES, DAMAGES, OR REPAIRS TO SUCH FACILITIES.
5. SHOULD ANY UTILITY BE DAMAGED IN THE CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER OF SUCH UTILITY, AND UNLESS AUTHORIZED BY THE OWNER OF THE UTILITY, THE CONTRACTOR SHALL NOT ATTEMPT TO MAKE REPAIRS.
6. NO SANITARY SEWER SHALL BE CONSTRUCTED WITHIN THE DISTRICT UNTIL FINAL PLANS AND SPECIFICATION HAVE BEEN APPROVED BY THE DISTRICT AND WRITTEN AUTHORIZATION TO PROCEED HAS BEEN OBTAINED FROM THE DISTRICT.
7. NO EXCAVATION SHALL BE STARTED UNTIL ALL REQUIRED PERMITS HAVE BEEN OBTAINED.
8. THE DISTRICT'S OFFICE SHALL BE NOTIFIED AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY CONSTRUCTION OPERATION. NO PIPES OR JOINTS SHALL BE COVERED UNTIL THEY HAVE BEEN INSPECTED BY THE DISTRICT.
9. INSPECTIONS SHALL BE REQUIRED AS FOLLOWS:
 - a. DURING TRENCHING OPERATIONS
 - b. DURING LAYING OPERATIONS
 - c. DURING BACKFILLING OPERATIONS
10. PHYSICAL CONNECTION TO THE EXISTING SANITARY SEWER SYSTEM SHALL NOT BE MADE UNTIL THE SEWER HAS BEEN SATISFACTORILY COMPLETED.
11. SANITARY SEWER LINES SHALL BE CONSTRUCTED ACCORDING TO THE LOCATION AND GRADE AS SHOWN ON THESE PLANS. MAINTAIN A MINIMUM OF SIX (6) FEET OF COVER OVER SANITARY SEWER LINES AND SERVICES.
12. SANITARY SEWER LINES SHALL BE LOCATED A MINIMUM OF TEN (10) FEET HORIZONTALLY AS MEASURED FROM CENTERLINE FROM THE EXISTING OR PROPOSED WATER MAINS. MAINTAIN A MINIMUM OF EIGHTEEN (18) INCH VERTICAL SEPARATION BENEATH EXISTING AND PROPOSED WATER MAINS.
13. LENGTH OF OPEN EXCAVATION SHALL NOT EXCEED 450 LINEAR FEET OF TRENCH IN ADVANCE OF THE COMPLETED PIPE-LAYING OPERATION.
14. THE MINIMUM CLEAR WIDTH OF UNSHEETED OR SHEARED TRENCH MEASURED AT THE HORIZONTAL DIAMETER OF THE PIPE SHALL BE EIGHTEEN (18) INCHES, OR ONE (1) FOOT GREATER THAN THE OUTSIDE DIAMETER OF THE BARREL OF THE PIPE; WHICHEVER IS GREATER. THE MAXIMUM CLEAR WIDTH OF TRENCH AT THE TOP OF THE PIPE SHALL NOT BE MORE THAN THE OUTSIDE DIAMETER OF THE BARREL PLUS TWO (2) FEET AS PER THE DETAIL ON THIS SHEET.
15. PVC PIPE SHALL BE BEDDED IN CLEAN, FREE DRAINING, WELL GRADED SAND OR SQUEEGEE IN CONFORMANCE WITH THE DISTRICT'S SPECIFICATIONS.
16. ALL TRENCHES AND EXCAVATIONS SHALL BE BACKFILLED IMMEDIATELY AFTER THE PIPE IS LAID THEREIN, BUT NOT BEFORE THE PIPE HAS BEEN INSPECTED BY THE DISTRICT.
17. WHERE EXCAVATION IS MADE THROUGH PERMANENT PAVEMENTS OR SIDEWALKS, THE ENTIRE BACKFILL TO THE SUBGRADE OF THE STRUCTURE SHALL BE MADE IN ACCORDANCE WITH BOULDER COUNTY SPECIFICATIONS.
18. ALL SERVICES SHALL BE FOUR (4) INCH PVC PIPE AND SHALL BE CONSTRUCTED PER THE TYPICAL SERVICE CONNECTION DETAIL ON THIS SHEET.
19. ALL SANITARY SEWER LINES SHALL BE PVC PIPE MEETING ASTM D178 AND D3034. THE MAXIMUM ALLOWABLE LENGTH PER SECTION OF PIPE FROM BELL TO SPIGOT SHALL NOT EXCEED TWELVE AND ONE-HALF (12.5) FEET.
20. ALL PVC PIPE SHALL HAVE A WALL THICKNESS MEETING ASTM D3034: SDR 35 OR BETTER.
21. PIPE JOINT ASSEMBLIES SHALL BE BELL AND SPIGOT WITH AN O-RING RUBBER GASKET CONFORMING TO ASTM D3034.
22. ALL MANHOLES SHALL BE CONSTRUCTED USING PRECAST CONCRETE SECTIONS FABRICATED FROM TYPE II CONCRETE AND CONFORMING TO ASTM C478. MANHOLE CONES SHALL BE OF THE ECCENTRIC TYPE, CONFORMING TO THE DIMENSIONS OF THE STANDARD DETAIL ON THIS SHEET.
23. ALL MANHOLES SHALL BE CONSTRUCTED WITH A CAST-IN-PLACE MANHOLE BASE CONFORMING TO THE DIMENSIONS OF THE STANDARD DETAIL ON THIS SHEET. PROVIDE A MINIMUM TWO-TENTHS (0.2) OF A FOOT DROP THROUGH THE MANHOLE AS SPECIFIED BY THESE PLANS.
24. ALL PIPE SHALL BE LAID AND MAINTAINED TO THE REQUIRED LINES AND GRADES WITHIN FIVE HUNDREDTHS (0.05) OF A FOOT. THE MINIMUM GRADE OF AN EIGHT (8) INCH SEWER SHALL BE 0.40%.
25. WHERE SHOWN ON THESE PLANS, A PIECE OF PIPE OF THE PROPER SIZE SHALL BE BUILT INTO THE MANHOLE WHERE FUTURE LATERALS MAY BE CONNECTED. THIS PIPE SHALL BE SEALED WITH A PLUG OR STOPPED AT ITS OUTER END AND AN INVERT SHALL BE BUILT INTO EACH MANHOLE FOR SUCH LATERAL CONNECTIONS. STUB-OUTS FOR FUTURE USE SHALL NOT EXCEED TWO (2) FEET IN LENGTH FROM THE OUTSIDE WALL OF THE MANHOLE TO THE FIRST BELL.
26. MANHOLES SHALL BE RAISED TO FINISHED GRADE USING PRECAST CONCRETE RINGS.

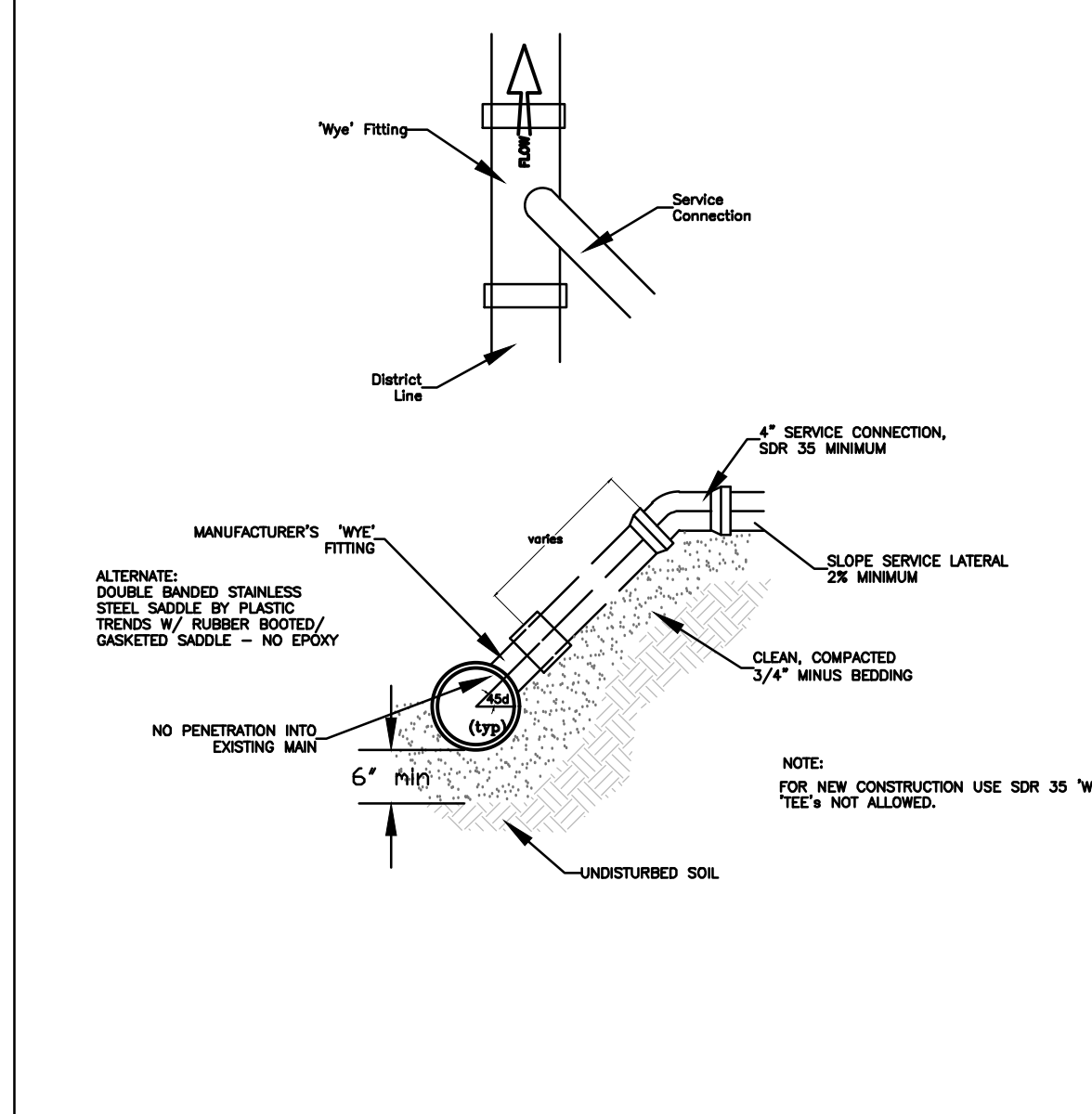
NIWOT SANITATION DISTRICT TYPICAL TRENCH



TYPICAL TRENCH SECTION NO SCALE

Designed by: MAP
Issued: 6/99
Revised: 12/99
Detail Number: 2

NIWOT SANITATION DISTRICT TYPICAL SERVICE CONNECTION



Designed by: MAP
Issued: 6/99
Revised: 12/99
Detail Number: 1

PREPARED BY:



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Engineers-Surveyors
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OWNER/CLIENT:

RIDGELINE DEVELOPMENT CORPORATION

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BOULDER, COLORADO 80303
ATTN: JASON MARKEL
(303) 339-6122

FINAL CONSTRUCTION DRAWINGS FOR:
NIWOT HILLS
TDR/PUD SUBDIVISION
FILING NO. 3
BOULDER COUNTY, COLORADO

ISSUE	DATE
COUNTY SUBMITTAL	5/20/2022

DESIGNED BY:	CKW
DRAWN BY:	CKW
CHECKED BY:	MDM
FILE NAME:	DT01



FOR, AND ON BEHALF OF,
DREXEL, BARRELL & CO.

DRAWING SCALE:
HORIZONTAL: NA
VERTICAL: NA

DETAILS SHEET

PROJECT:20598-04BLCV
DRAWING NO.

C7.1

SHEET: 22 OF 26

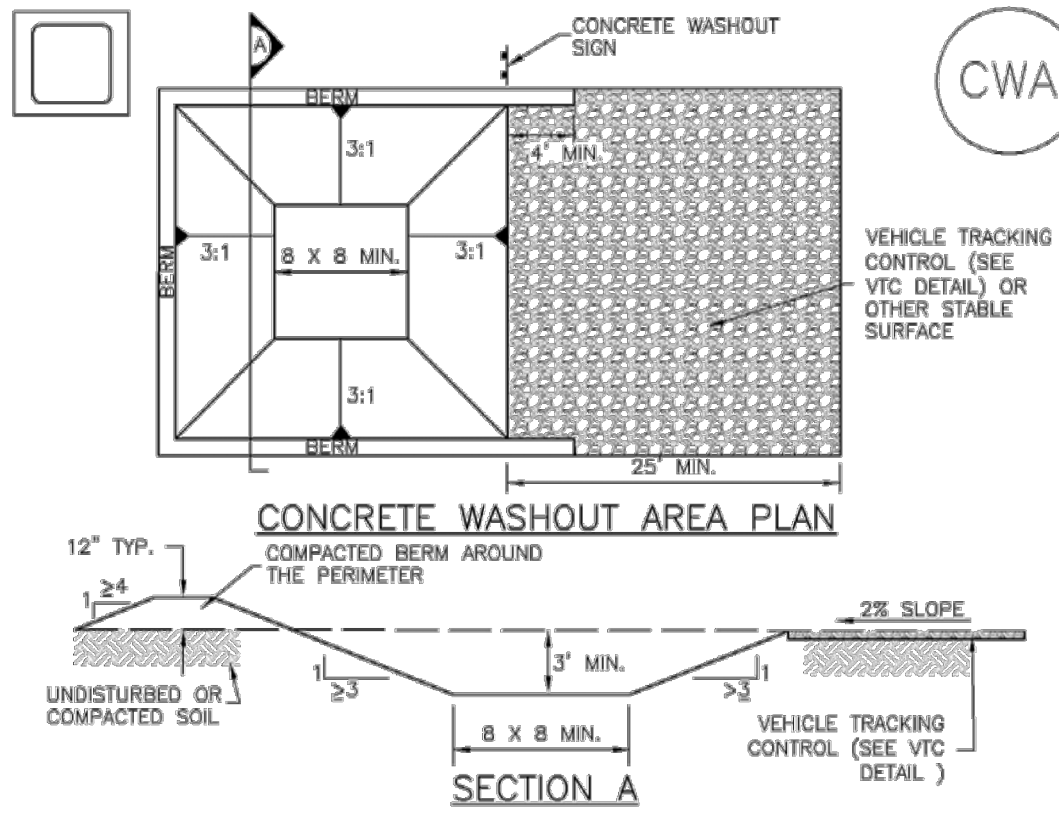
MM-1 Concrete Washout Area (CWA)

CWA MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
4. THE CWA SHALL BE REPAIRED, CLEANED, OR ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR CONCRETE WASTE. CONCRETE MATERIALS, ACCUMULATED IN PIT, SHALL BE REMOVED ONCE THE MATERIALS HAVE REACHED A DEPTH OF 2'.
5. CONCRETE WASHOUT WATER, WASTED PIECES OF CONCRETE AND ALL OTHER DEBRIS IN THE SUBSURFACE PIT SHALL BE TRANSPORTED FROM THE JOB SITE IN A WATER-TIGHT CONTAINER AND DISPOSED OF PROPERLY.
6. THE CWA SHALL REMAIN IN PLACE UNTIL ALL CONCRETE FOR THE PROJECT IS PLACED.
7. WHEN THE CWA IS REMOVED, COVER THE DISTURBED AREA WITH TOP SOIL, SEED AND MULCH OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

(DETAIL ADAPTED FROM DOUGLAS COUNTY, COLORADO AND THE CITY OF PARKER, COLORADO, NOT AVAILABLE IN AUTOCAD)
 NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

Concrete Washout Area (CWA) MM-1



CWA-1. CONCRETE WASHOUT AREA

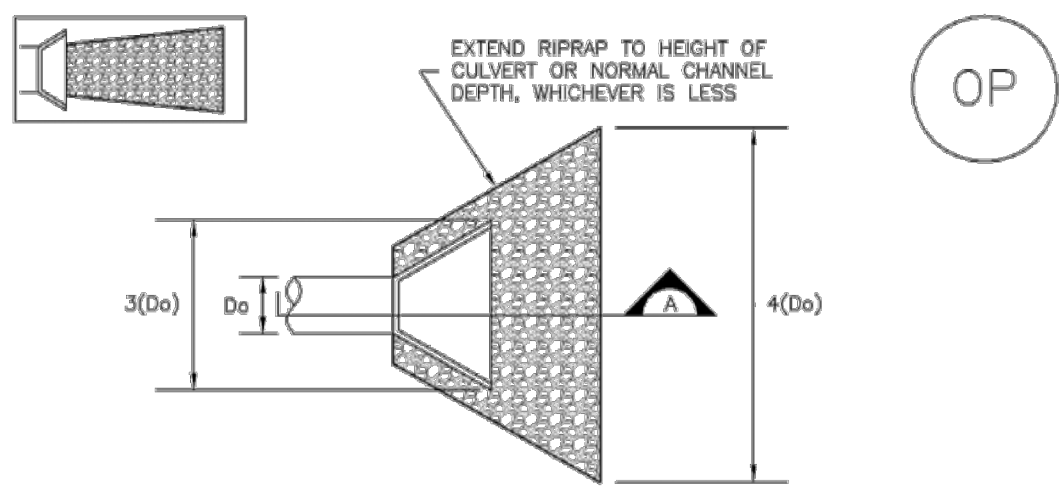
CWA INSTALLATION NOTES

1. SEE PLAN VIEW FOR:
 -CWA INSTALLATION LOCATION.
2. DO NOT LOCATE AN UNLINED CWA WITHIN 400' OF ANY NATURAL DRAINAGE PATHWAY OR WATERBODY, DO NOT LOCATE WITHIN 1,000' OF ANY WELLS OR DRINKING WATER SOURCES. IF SITE CONSTRAINTS MAKE THIS INFEASIBLE, OR IF HIGHLY PERMEABLE SOILS EXIST ON SITE, THE CWA MUST BE INSTALLED WITH AN IMPERMEABLE LINER (16 MIL MIN. THICKNESS) OR SURFACE STORAGE ALTERNATIVES USING PREFABRICATED CONCRETE WASHOUT DEVICES OR A LINED ABOVE GROUND STORAGE ARE SHOULD BE USED.
3. THE CWA SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE.
4. CWA SHALL INCLUDE A FLAT SUBSURFACE PIT THAT IS AT LEAST 8' BY 8' SLOPES LEADING OUT OF THE SUBSURFACE PIT SHALL BE 3:1 OR FLATTER. THE PIT SHALL BE AT LEAST 3' DEEP.
5. BERM SURROUNDING SIDES AND BACK OF THE CWA SHALL HAVE MINIMUM HEIGHT OF 1'.
6. VEHICLE TRACKING PAD SHALL BE SLOPED 2% TOWARDS THE CWA.
7. SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE CWA AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CWA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.
8. USE EXCAVATED MATERIAL FOR PERIMETER BERM CONSTRUCTION.

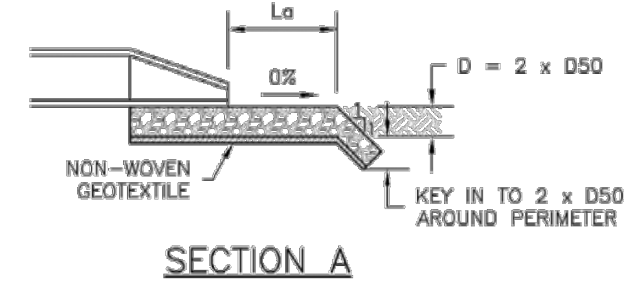
CWA-4 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 November 2010

November 2010 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 CWA-3

EC-8 Temporary Outlet Protection (TOP)



TEMPORARY OUTLET PROTECTION PLAN



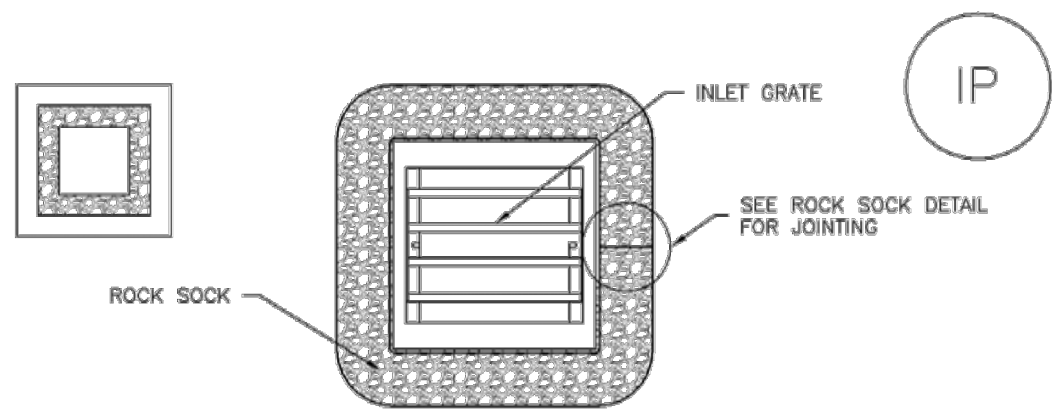
SECTION A

PIPE DIAMETER, Do (INCHES)	DISCHARGE, Q (CFS)	APRON LENGTH, La (FT)	RIPRAP D50 DIAMETER MIN (INCHES)
8	2.5	5	4
	5	10	6
12	5	10	4
	10	13	6
	10	10	6
	20	16	9
	30	23	12
	40	26	16
24	30	16	9
	40	26	12
	50	26	12
	60	30	16

OP-1. TEMPORARY OUTLET PROTECTION

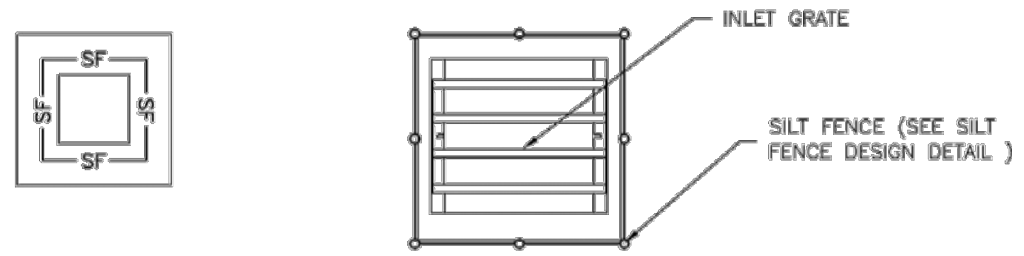
TOP-2 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 November 2010

Inlet Protection (IP) SC-6



IP-3. ROCK SOCK SUMP/AREA INLET PROTECTION

- ROCK SOCK SUMP/AREA INLET PROTECTION INSTALLATION NOTES**
1. SEE ROCK SOCK DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.
 2. STRAW WATTLES/SEDIMENT CONTROL LOGS MAY BE USED IN PLACE OF ROCK SOCKS FOR INLETS IN PEROUS AREAS. INSTALL PER SEDIMENT CONTROL LOG DETAIL.



IP-4. SILT FENCE FOR SUMP INLET PROTECTION

- SILT FENCE INLET PROTECTION INSTALLATION NOTES**
1. SEE SILT FENCE DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.
 2. POSTS SHALL BE PLACED AT EACH CORNER OF THE INLET AND AROUND THE EDGES AT A MAXIMUM SPACING OF 3 FEET.
 3. STRAW WATTLES/SEDIMENT CONTROL LOGS MAY BE USED IN PLACE OF SILT FENCE FOR INLETS IN PEROUS AREAS. INSTALL PER SEDIMENT CONTROL LOG DETAIL.

August 2013 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 IP-5

SC-6 Inlet Protection (IP)

GENERAL INLET PROTECTION INSTALLATION NOTES

1. SEE PLAN VIEW FOR:
 -LOCATION OF INLET PROTECTION.
 -TYPE OF INLET PROTECTION (IP-1, IP-2, IP-3, IP-4, IP-5, IP-6)
2. INLET PROTECTION SHALL BE INSTALLED PROMPTLY AFTER INLET CONSTRUCTION OR PAVING IS COMPLETE (TYPICALLY WITHIN 48 HOURS). IF A RAINFALL/RUNOFF EVENT IS FORECAST, INSTALL INLET PROTECTION PRIOR TO ONSET OF EVENT.
3. MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

INLET PROTECTION MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
4. SEDIMENT ACCUMULATED UPSTREAM OF INLET PROTECTION SHALL BE REMOVED AS NECESSARY TO MAINTAIN BMP EFFECTIVENESS, TYPICALLY WHEN STORAGE VOLUME REACHES SIZE OF CAPACITY, A DEPTH OF 6\"/>

(DETAIL ADAPTED FROM TOWN OF PARKER, COLORADO AND CITY OF AURORA, COLORADO, NOT AVAILABLE IN AUTOCAD)
 NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

NOTE: THE DETAILS INCLUDED WITH THIS FACT SHEET SHOW COMMONLY USED, CONVENTIONAL METHODS OF INLET PROTECTION IN THE DENVER METROPOLITAN AREA. THERE ARE MANY PROPRIETARY INLET PROTECTION METHODS ON THE MARKET. UDFCD NEITHER ENDORSES NOR DISCOURAGES USE OF PROPRIETARY INLET PROTECTION; HOWEVER, IN THE EVENT PROPRIETARY METHODS ARE USED, THE APPROPRIATE DETAIL FROM THE MANUFACTURER MUST BE INCLUDED IN THE SWMP AND THE BMP MUST BE INSTALLED AND MAINTAINED AS SHOWN IN THE MANUFACTURER'S DETAILS.

NOTE: SOME MUNICIPALITIES DISCOURAGE OR PROHIBIT THE USE OF STRAW BALES FOR INLET PROTECTION. CHECK WITH LOCAL JURISDICTION TO DETERMINE IF STRAW BALE INLET PROTECTION IS ACCEPTABLE.

IP-8 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 August 2013

Temporary Outlet Protection (TOP) EC-8

TEMPORARY OUTLET PROTECTION INSTALLATION NOTES

1. SEE PLAN VIEW FOR:
 -LOCATION OF OUTLET PROTECTION.
 -DIMENSIONS OF OUTLET PROTECTION.
2. DETAIL IS INTENDED FOR PIPES WITH SLOPE < 10%. ADDITIONAL EVALUATION OF RIPRAP SIZING AND OUTLET PROTECTION DIMENSIONS REQUIRED FOR STEEPER SLOPES.
3. TEMPORARY OUTLET PROTECTION INFORMATION IS FOR OUTLETS INTENDED TO BE UTILIZED LESS THAN 2 YEARS.

TEMPORARY OUTLET PROTECTION INSPECTION AND MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.
 (DETAILS ADAPTED FROM AURORA, COLORADO AND PREVIOUS VERSION OF VOLUME 3, NOT AVAILABLE IN AUTOCAD)

November 2010 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 TOP-3

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OWNER/CLIENT:

RIDGELINE DEVELOPMENT CORPORATION

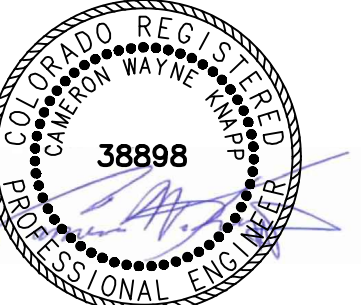
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FINAL CONSTRUCTION DRAWINGS FOR:
 NIWOT HILLS
 TDR/PUD SUBDIVISION
 FILING NO. 3
 BOULDER COUNTY, COLORADO

ISSUE DATE

COUNTY SUBMITTAL 5/20/2022

DESIGNED BY: MAB
 DRAWN BY: MAB
 CHECKED BY: CWK
 FILE NAME: SWMP-DT



FOR, AND ON BEHALF OF,
 DREXEL, BARRELL & CO.

DRAWING SCALE:
 HORIZONTAL: N.A.
 VERTICAL: N.A.

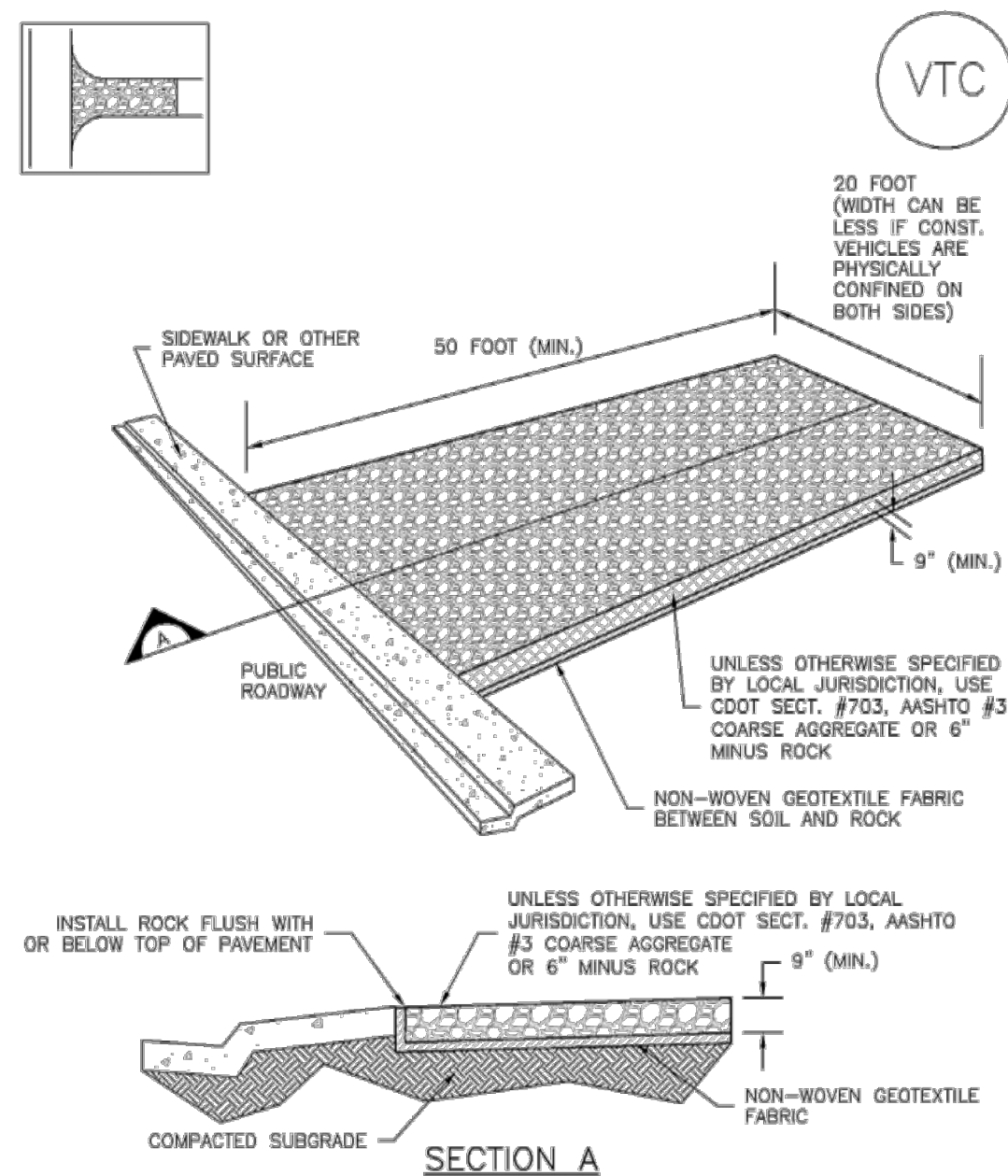
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PROJECT: 20598-04BLCV
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SHEET: 23 OF 26

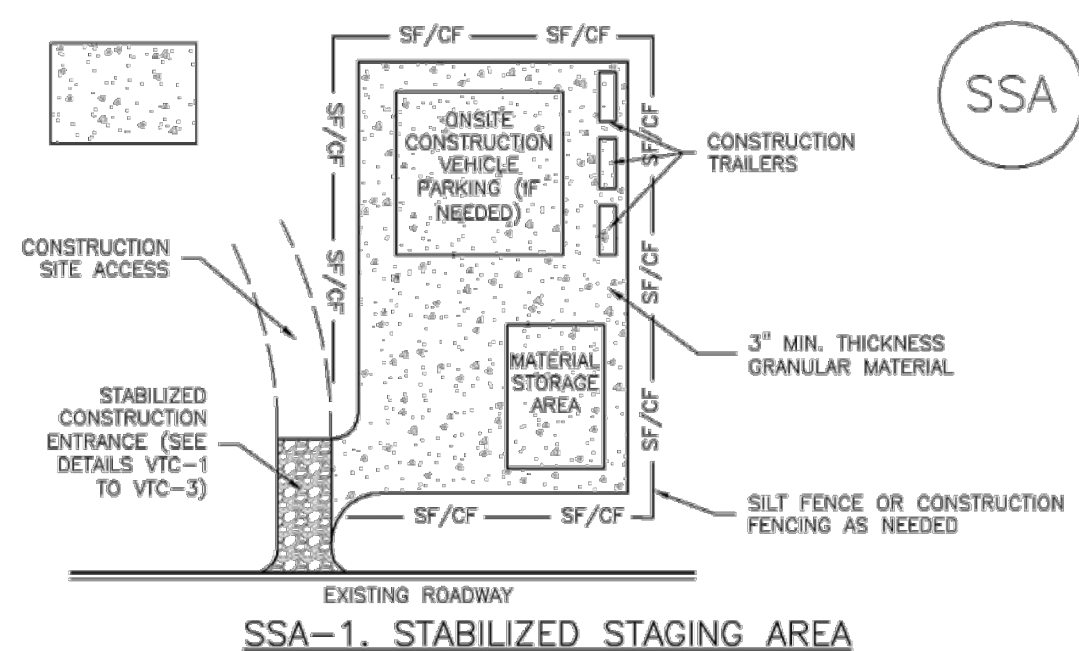
Vehicle Tracking Control (VTC) SM-4



VTC-1. AGGREGATE VEHICLE TRACKING CONTROL

November 2010 Urban Drainage and Flood Control District VTC-3
Urban Storm Drainage Criteria Manual Volume 3

Stabilized Staging Area (SSA) SM-6



SSA-1. STABILIZED STAGING AREA

- STABILIZED STAGING AREA INSTALLATION NOTES**
- SEE PLAN VIEW FOR:
 - LOCATION OF STAGING AREA(S).
 - CONTRACTOR MAY ADJUST LOCATION AND SIZE OF STAGING AREA WITH APPROVAL FROM THE LOCAL JURISDICTION.
 - STABILIZED STAGING AREA SHOULD BE APPROPRIATE FOR THE NEEDS OF THE SITE. OVERSIZING RESULTS IN A LARGER AREA TO STABILIZE FOLLOWING CONSTRUCTION.
 - STAGING AREA SHALL BE STABILIZED PRIOR TO OTHER OPERATIONS ON THE SITE.
 - THE STABILIZED STAGING AREA SHALL CONSIST OF A MINIMUM 3" THICK GRANULAR MATERIAL.
 - UNLESS OTHERWISE SPECIFIED BY LOCAL JURISDICTION, ROCK SHALL CONSIST OF DOT SECT. #703, AASHTO #3 COARSE AGGREGATE OR 6" (MINUS) ROCK.
 - ADDITIONAL PERIMETER BMPs MAY BE REQUIRED INCLUDING BUT NOT LIMITED TO SILT FENCE AND CONSTRUCTION FENCING.

- STABILIZED STAGING AREA MAINTENANCE NOTES**
- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
 - FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
 - WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
 - ROCK SHALL BE REAPPLIED OR REGRADED AS NECESSARY IF RUTTING OCCURS OR UNDERLYING SUBGRADE BECOMES EXPOSED.

November 2010 Urban Drainage and Flood Control District SSA-3
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SM-4 Vehicle Tracking Control (VTC)

- STABILIZED CONSTRUCTION ENTRANCE/EXIT INSTALLATION NOTES**
- SEE PLAN VIEW FOR:
 - LOCATION OF CONSTRUCTION ENTRANCE(S)/EXIT(S).
 - TYPE OF CONSTRUCTION ENTRANCE(S)/EXIT(S) (WITH/WITHOUT WHEEL WASH, CONSTRUCTION MAT OR TRM).
 - CONSTRUCTION MAT OR TRM STABILIZED CONSTRUCTION ENTRANCES ARE ONLY TO BE USED ON SHORT DURATION PROJECTS (TYPICALLY RANGING FROM A WEEK TO A MONTH) WHERE THERE WILL BE LIMITED VEHICULAR ACCESS.
 - A STABILIZED CONSTRUCTION ENTRANCE/EXIT SHALL BE LOCATED AT ALL ACCESS POINTS WHERE VEHICLES ACCESS THE CONSTRUCTION SITE FROM PAVED RIGHT-OF-WAYS.
 - STABILIZED CONSTRUCTION ENTRANCE/EXIT SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES.
 - A NON-WOVEN GEOTEXTILE FABRIC SHALL BE PLACED UNDER THE STABILIZED CONSTRUCTION ENTRANCE/EXIT PRIOR TO THE PLACEMENT OF ROCK.
 - UNLESS OTHERWISE SPECIFIED BY LOCAL JURISDICTION, ROCK SHALL CONSIST OF DOT SECT. #703, AASHTO #3 COARSE AGGREGATE OR 6" (MINUS) ROCK.
- STABILIZED CONSTRUCTION ENTRANCE/EXIT MAINTENANCE NOTES**
- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
 - FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
 - WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
 - ROCK SHALL BE REAPPLIED OR REGRADED AS NECESSARY TO THE STABILIZED ENTRANCE/EXIT TO MAINTAIN A CONSISTENT DEPTH.
 - SEDIMENT TRACKED ONTO PAVED ROADS IS TO BE REMOVED THROUGHOUT THE DAY AND AT THE END OF THE DAY BY SHOVELING OR SWEEPING. SEDIMENT MAY NOT BE WASHED DOWN STORM SEWER DRAINS.
- NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.
- (DETAILS ADAPTED FROM CITY OF BROOMFIELD, COLORADO, NOT AVAILABLE IN AUTOCAD)

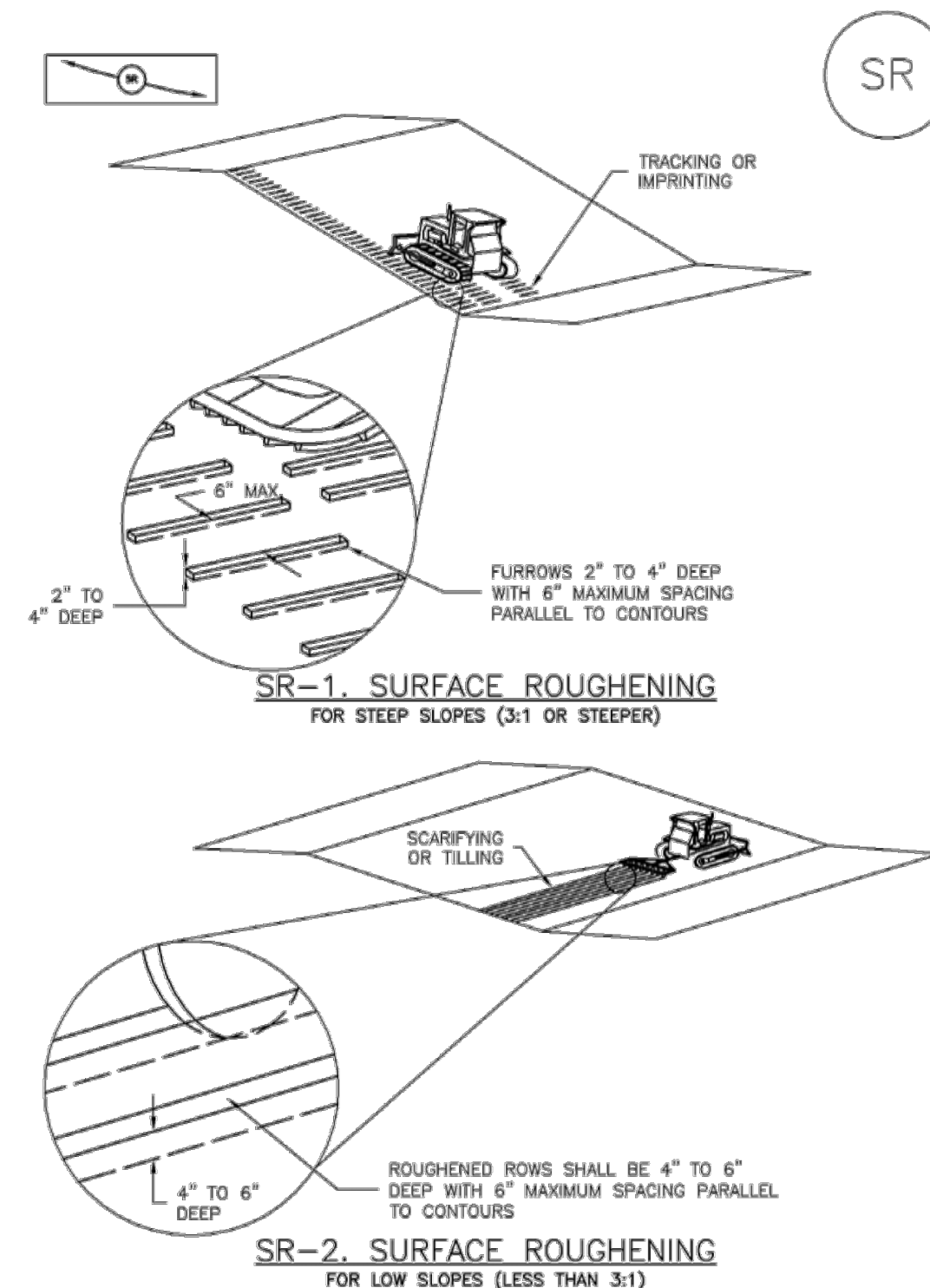
VTC-6 Urban Drainage and Flood Control District November 2010
Urban Storm Drainage Criteria Manual Volume 3

SM-6 Stabilized Staging Area (SSA)

- STABILIZED STAGING AREA MAINTENANCE NOTES**
- STABILIZED STAGING AREA SHALL BE ENLARGED IF NECESSARY TO CONTAIN PARKING, STORAGE, AND UNLOADING/LOADING OPERATIONS.
 - THE STABILIZED STAGING AREA SHALL BE REMOVED AT THE END OF CONSTRUCTION. THE GRANULAR MATERIAL SHALL BE REMOVED OR, IF APPROVED BY THE LOCAL JURISDICTION, USED ON SITE, AND THE AREA COVERED WITH TOPSOIL, SEEDED AND MULCHED OR OTHERWISE STABILIZED IN A MANNER APPROVED BY LOCAL JURISDICTION.
- NOTE: MANY MUNICIPALITIES PROHIBIT THE USE OF RECYCLED CONCRETE AS GRANULAR MATERIAL FOR STABILIZED STAGING AREAS DUE TO DIFFICULTIES WITH RE-ESTABLISHMENT OF VEGETATION IN AREAS WHERE RECYCLED CONCRETE WAS PLACED.
- NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.
- (DETAILS ADAPTED FROM BOULDER COUNTY, COLORADO, NOT AVAILABLE IN AUTOCAD)

SSA-4 Urban Drainage and Flood Control District November 2010
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Surface Roughening (SR) EC-1



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Urban Storm Drainage Criteria Manual Volume 3

EC-1 Surface Roughening (SR)

- SURFACE ROUGHENING INSTALLATION NOTES**
- SEE PLAN VIEW FOR:
 - LOCATION(S) OF SURFACE ROUGHENING.
 - SURFACE ROUGHENING SHALL BE PROVIDED PROMPTLY AFTER COMPLETION OF FINISHED GRADING (FOR AREAS NOT RECEIVING TOPSOIL) OR PRIOR TO TOPSOIL PLACEMENT OR ANY FORECASTED RAIN EVENT.
 - AREAS WHERE BUILDING FOUNDATIONS, PAVEMENT, OR SOO WILL BE PLACED WITHOUT DELAY IN THE CONSTRUCTION SEQUENCE, SURFACE ROUGHENING IS NOT REQUIRED.
 - DISTURBED SURFACES SHALL BE ROUGHENED USING RIPPING OR TILLING EQUIPMENT ON THE CONTOUR OR TRACKING UP AND DOWN A SLOPE USING EQUIPMENT TREADS.
 - A FARMING DISK SHALL NOT BE USED FOR SURFACE ROUGHENING.
- SURFACE ROUGHENING MAINTENANCE NOTES**
- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
 - FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
 - WHERE BMPs HAVE FAILED, REPAIR OR REPLACE UPON DISCOVERY OF THE FAILURE.
 - VEHICLES AND EQUIPMENT SHALL NOT BE DRIVEN OVER AREAS THAT HAVE BEEN SURFACE ROUGHENED.
 - IN NON-TURF GRASS FINISHED AREAS, SEEDING AND MULCHING SHALL TAKE PLACE DIRECTLY OVER SURFACE ROUGHENED AREAS WITHOUT FIRST SMOOTHING OUT THE SURFACE.
 - IN AREAS NOT SEEDED AND MULCHED AFTER SURFACE ROUGHENING, SURFACES SHALL BE RE-ROUGHENED AS NECESSARY TO MAINTAIN GROOVE DEPTH AND SMOOTH OVER RILL EROSION.
- (DETAILS ADAPTED FROM TOWN OF PARKER, COLORADO, NOT AVAILABLE IN AUTOCAD)
- NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

SR-4 Urban Drainage and Flood Control District November 2010
Urban Storm Drainage Criteria Manual Volume 3

PREPARED BY:



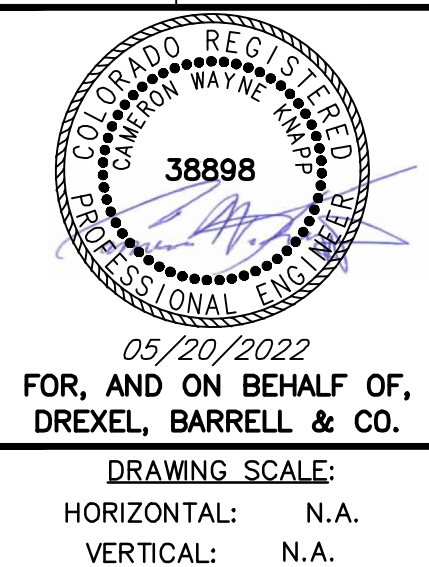
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FINAL CONSTRUCTION DRAWINGS FOR:
NIWOT HILLS
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BOULDER COUNTY, COLORADO

ISSUE	DATE
COUNTY SUBMITTAL	5/20/2022
DESIGNED BY:	MAB
DRAWN BY:	MAB
CHECKED BY:	CWK
FILE NAME:	SWMP-DT



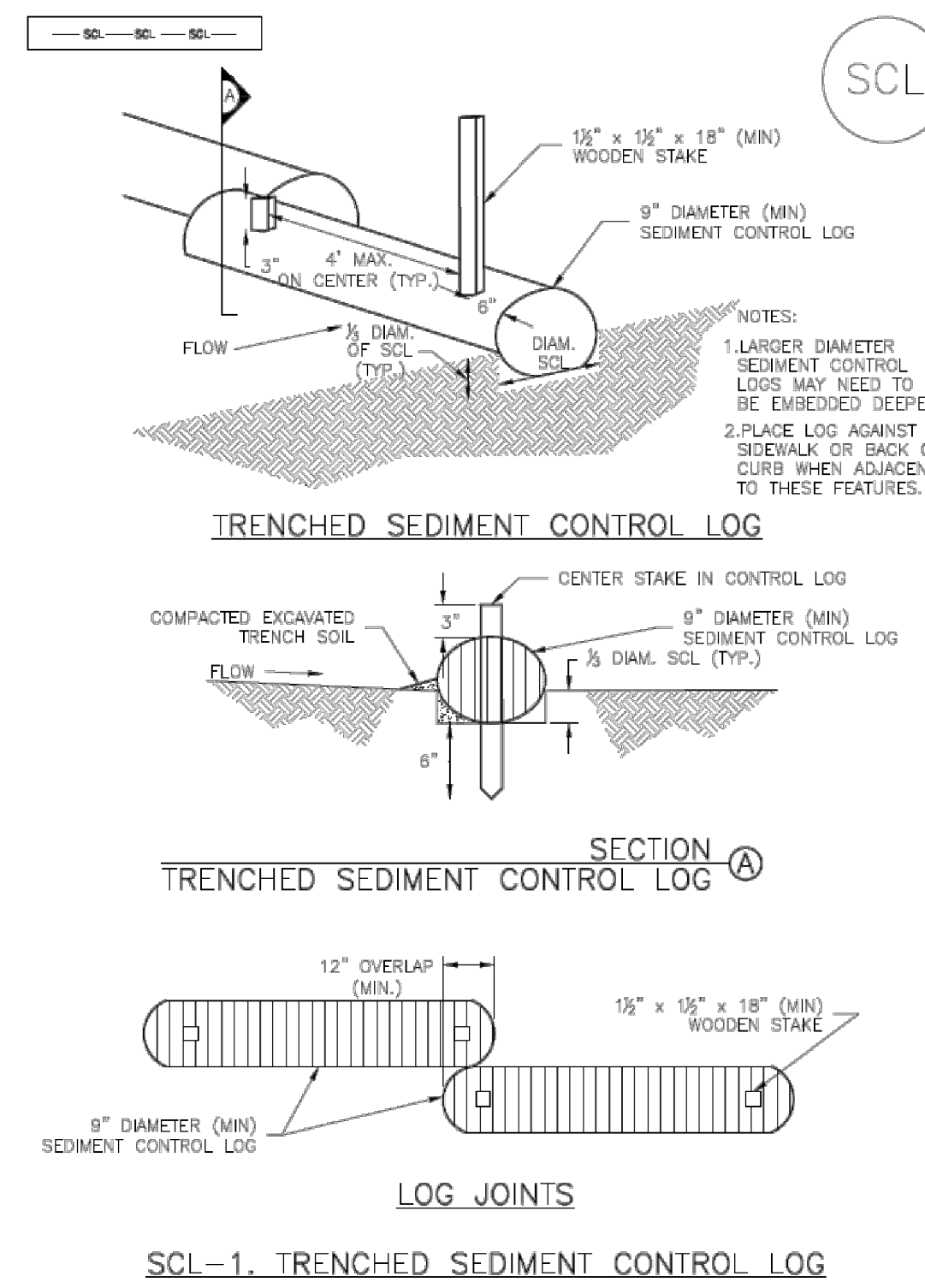
FOR, AND ON BEHALF OF,
DREXEL, BARRELL & CO.
DRAWING SCALE:
HORIZONTAL: N.A.
VERTICAL: N.A.

PROJECT: 20598-04BLCV
DRAWING NO.

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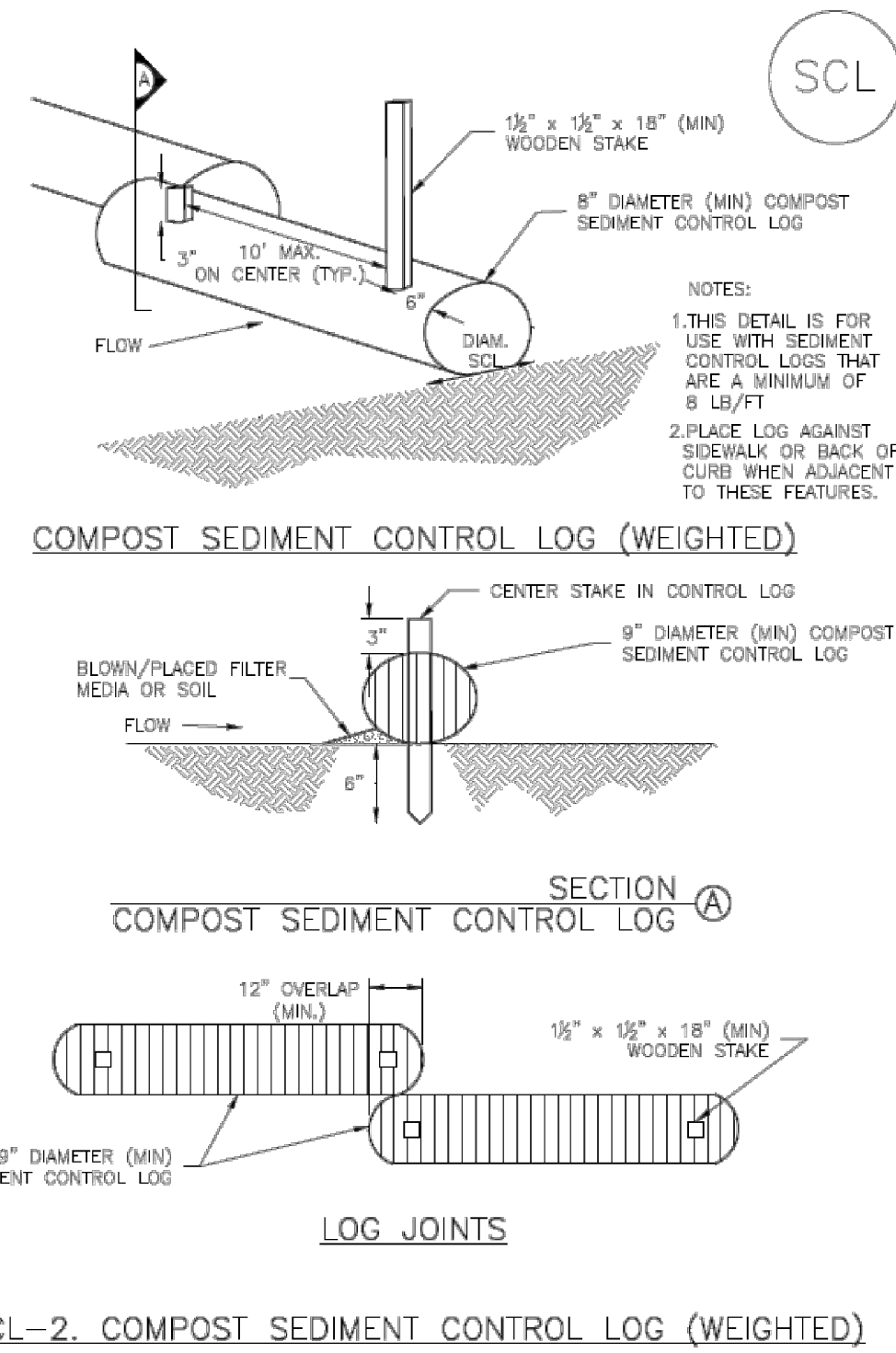
SHEET: 24 OF 26

Sediment Control Log (SCL) SC-2



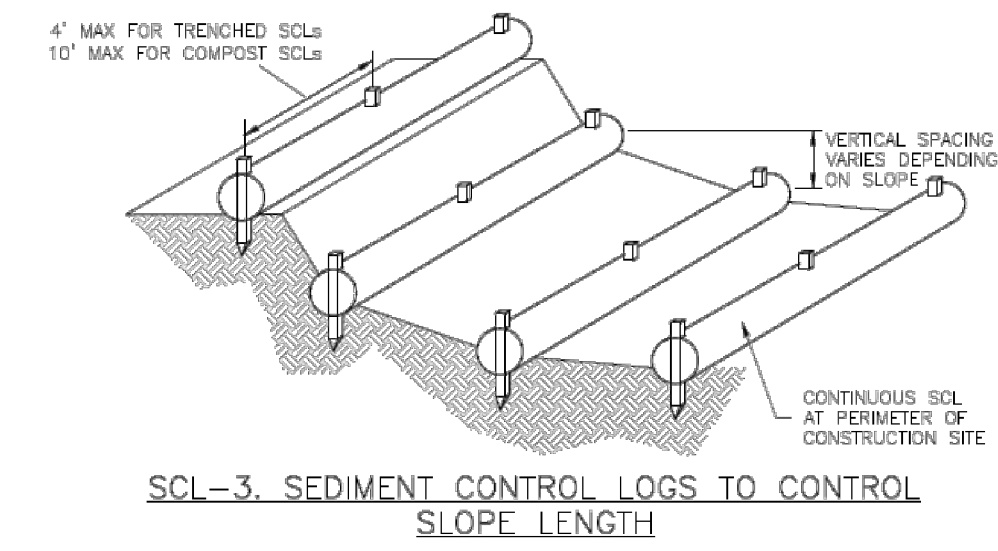
November 2015 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 SCL-3

SC-2 Sediment Control Log (SCL)



SCL-4 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 November 2015

Sediment Control Log (SCL) SC-2



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SC-2 Sediment Control Log (SCL)

SEDIMENT CONTROL LOG INSTALLATION NOTES

- SEE PLAN VIEW FOR LOCATION AND LENGTH OF SEDIMENT CONTROL LOGS.
- SEDIMENT CONTROL LOGS THAT ACT AS A PERIMETER CONTROL SHALL BE INSTALLED PRIOR TO ANY UPRADIANT LAND-DISTURBING ACTIVITIES.
- SEDIMENT CONTROL LOGS SHALL CONSIST OF STRAW, COMPOST, EXCELSIOR OR COCONUT FIBER, AND SHALL BE FREE OF ANY NOXIOUS WEED SEEDS OR DEFECTS INCLUDING RIPS, HOLES AND OBVIOUS WEAR.
- SEDIMENT CONTROL LOGS MAY BE USED AS SMALL CHECK DAMS IN DITCHES AND SWALES. HOWEVER, THEY SHOULD NOT BE USED IN PERENNIAL STREAMS.
- IT IS RECOMMENDED THAT SEDIMENT CONTROL LOGS BE TRENCHED INTO THE GROUND TO A DEPTH OF APPROXIMATELY 1/2 OF THE DIAMETER OF THE LOG. IF TRENCHING TO THIS DEPTH IS NOT FEASIBLE AND/OR DESIRABLE (SHORT TERM INSTALLATION WITH DESIRE NOT TO DAMAGE LANDSCAPE) A LESSER TRENCHING DEPTH MAY BE ACCEPTABLE, WITH MORE ROBUST STAKING. COMPOST LOGS THAT ARE 8 LB/FT DO NOT NEED TO BE TRENCHED.
- THE UPHILL SIDE OF THE SEDIMENT CONTROL LOG SHALL BE BACKFILLED WITH SOIL OR FILTER MATERIAL THAT IS FREE OF ROCKS AND DEBRIS. THE SOIL SHALL BE TIGHTLY COMPACTED INTO THE SHAPE OF A RIGHT TRIANGLE USING A SHOVEL OR WEIGHTED LAWN ROLLER OR BLOWN IN PLACE.
- FOLLOW MANUFACTURERS' GUIDANCE FOR STAKING. IF MANUFACTURERS' INSTRUCTIONS DO NOT SPECIFY SPACING, STAKES SHALL BE PLACED ON 4' CENTERS AND EMBEDDED A MINIMUM OF 6" INTO THE GROUND. 3" OF THE STAKE SHALL PROTRUDE FROM THE TOP OF THE LOG. STAKES THAT ARE BROKEN PRIOR TO INSTALLATION SHALL BE REPLACED. COMPOST LOGS SHOULD BE STAKED 10' ON CENTER.

SEDIMENT CONTROL LOG MAINTENANCE NOTES

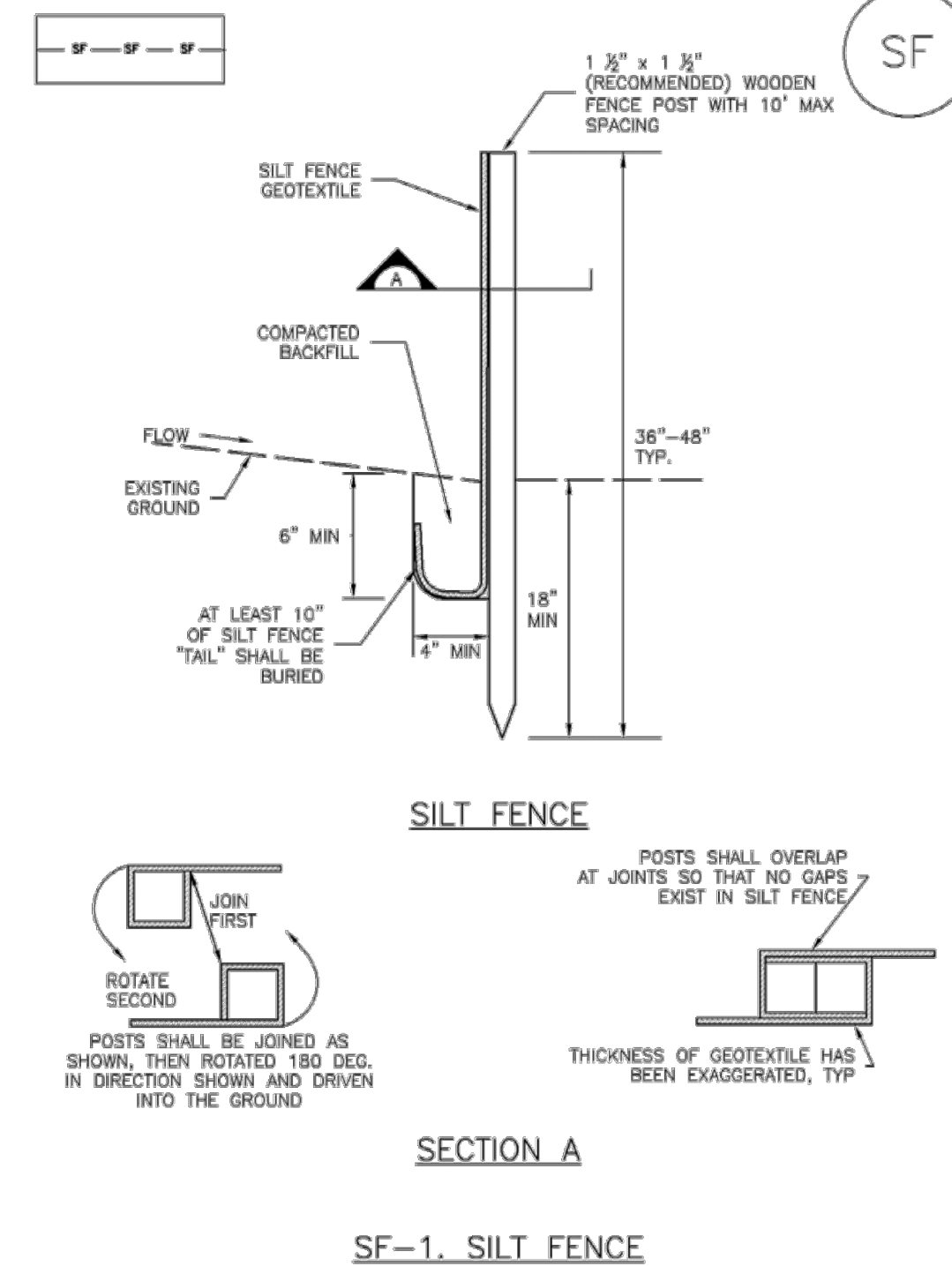
- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
- FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
- WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
- SEDIMENT ACCUMULATED UPSTREAM OF SEDIMENT CONTROL LOG SHALL BE REMOVED AS NEEDED TO MAINTAIN FUNCTIONALITY OF THE BMP, TYPICALLY WHEN DEPTH OF ACCUMULATED SEDIMENTS IS APPROXIMATELY 1/2 OF THE HEIGHT OF THE SEDIMENT CONTROL LOG.
- SEDIMENT CONTROL LOG SHALL BE REMOVED AT THE END OF CONSTRUCTION. COMPOST FROM COMPOST LOGS MAY BE LEFT IN PLACE AS LONG AS BAGS ARE REMOVED AND THE AREA SEEDED. IF DISTURBED AREAS EXIST AFTER REMOVAL, THEY SHALL BE COVERED WITH TOP SOIL, SEEDED AND MULCHED OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

(DETAILS ADAPTED FROM TOWN OF PARKER, COLORADO, JEFFERSON COUNTY, COLORADO, DOUGLAS COUNTY, COLORADO, AND CITY OF AURORA, COLORADO, NOT AVAILABLE IN AUTOCAD)

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

SCL-6 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 November 2015

Silt Fence (SF) SC-1



November 2010 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 SF-3

SC-1 Silt Fence (SF)

SILT FENCE INSTALLATION NOTES

- SILT FENCE MUST BE PLACED AWAY FROM THE TOE OF THE SLOPE TO ALLOW FOR WATER PONDING. SILT FENCE AT THE TOE OF A SLOPE SHOULD BE INSTALLED IN A FLAT LOCATION AT LEAST SEVERAL FEET (2-5 FT) FROM THE TOE OF THE SLOPE TO ALLOW ROOM FOR PONDING AND DEPOSITION.
- A UNIFORM 6" X 4" ANCHOR TRENCH SHALL BE EXCAVATED USING TRENCHER OR SILT FENCE INSTALLATION DEVICE. NO ROAD GRADERS, BACKHOES, OR SIMILAR EQUIPMENT SHALL BE USED.
- COMPACT ANCHOR TRENCH BY HAND WITH A "JUMPING JACK" OR BY WHEEL ROLLING. COMPACTOR SHALL BE SUCH THAT SILT FENCE RESISTS BEING PULLED OUT OF ANCHOR TRENCH BY HAND.
- SILT FENCE SHALL BE PULLED TIGHT AS IT IS ANCHORED TO THE STAKES. THERE SHOULD BE NO NOTICEABLE SAG BETWEEN STAKES AFTER IT HAS BEEN ANCHORED TO THE STAKES.
- SILT FENCE FABRIC SHALL BE ANCHORED TO THE STAKES USING 1" HEAVY DUTY STAPLES OR NAILS WITH 1" HEADS. STAPLES AND NAILS SHOULD BE PLACED 3" ALONG THE FABRIC DOWN THE STAKE.
- AT THE END OF A RUN OF SILT FENCE ALONG A CONTOUR, THE SILT FENCE SHOULD BE TURNED PERPENDICULAR TO THE CONTOUR TO CREATE A "J-HOOK". THE "J-HOOK" EXTENDING PERPENDICULAR TO THE CONTOUR SHOULD BE OF SUFFICIENT LENGTH TO KEEP RUNOFF FROM FLOWING AROUND THE END OF THE SILT FENCE (TYPICALLY 10' - 20').
- SILT FENCE SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES.

SILT FENCE MAINTENANCE NOTES

- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
- FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
- WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
- SEDIMENT ACCUMULATED UPSTREAM OF THE SILT FENCE SHALL BE REMOVED AS NEEDED TO MAINTAIN THE FUNCTIONALITY OF THE BMP, TYPICALLY WHEN DEPTH OF ACCUMULATED SEDIMENTS IS APPROXIMATELY 6".
- REPAIR OR REPLACE SILT FENCE WHEN THERE ARE SIGNS OF WEAR, SUCH AS SAGGING, TEARING, OR COLLAPSE.
- SILT FENCE IS TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND APPROVED BY THE LOCAL JURISDICTION, OR IS REPLACED BY AN EQUIVALENT PERIMETER SEDIMENT CONTROL BMP.
- WHEN SILT FENCE IS REMOVED, ALL DISTURBED AREAS SHALL BE COVERED WITH TOPSOIL, SEEDED AND MULCHED OR OTHERWISE STABILIZED AS APPROVED BY LOCAL JURISDICTION.

(DETAILS ADAPTED FROM TOWN OF PARKER, COLORADO AND CITY OF AURORA, NOT AVAILABLE IN AUTOCAD)

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

SF-4 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 November 2010

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OWNER/CLIENT:

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FINAL CONSTRUCTION DRAWINGS FOR: NIWOT HILLS TDR/PUD SUBDIVISION FILING NO. 3 BOULDER COUNTY, COLORADO

ISSUE	DATE
COUNTY SUBMITTAL	5/20/2022
DESIGNED BY:	MAB
DRAWN BY:	MAB
CHECKED BY:	CKW
FILE NAME:	SWMP-DT



05/20/2022 FOR, AND ON BEHALF OF, DREXEL, BARRELL & CO. DRAWING SCALE: HORIZONTAL: N.A. VERTICAL: N.A.

SWMP DETAILS SHEET

PROJECT:20598-04BLCV DRAWING NO.

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SHEET: 25 OF 26

EC-2 Temporary and Permanent Seeding (TS/PS)

soil amendments and rototill them into the soil to a depth of 6 inches or more.

Topsoil should be salvaged during grading operations for use and spread on areas to be revegetated later. Topsoil should be viewed as an important resource to be utilized for vegetation establishment, due to its water-holding capacity, structure, texture, organic matter content, biological activity, and nutrient content. The rooting depth of most native grasses in the semi-arid Denver metropolitan area is 6 to 18 inches. At a minimum, the upper 6 inches of topsoil should be stripped, stockpiled, and ultimately respread across areas that will be revegetated.

Where topsoil is not available, subsoils should be amended to provide an appropriate plant-growth medium. Organic matter, such as well digested compost, can be added to improve soil characteristics conducive to plant growth. Other treatments can be used to adjust soil pH conditions when needed. Soil testing, which is typically inexpensive, should be completed to determine and optimize the types and amounts of amendments that are required.

If the disturbed ground surface is compacted, rip or rototill the surface prior to placing topsoil. If adding compost to the existing soil surface, rototilling is necessary. Surface roughening will assist in placement of a stable topsoil layer on steeper slopes, and allow infiltration and root penetration to greater depth.

Prior to seeding, the soil surface should be rough and the seedbed should be firm, but neither too loose nor compacted. The upper layer of soil should be in a condition suitable for seeding at the proper depth and conducive to plant growth. Seed-to-soil contact is the key to good germination.

Seed Mix for Temporary Vegetation

To provide temporary vegetative cover on disturbed areas which will not be paved, built upon, or fully landscaped or worked for an extended period (typically 30 days or more), plant an annual grass appropriate for the time of planting and mulch the planted areas. Annual grasses suitable for the Denver metropolitan area are listed in Table TS/PS-1. These are to be considered only as general recommendations when specific design guidance for a particular site is not available. Local governments typically specify seed mixes appropriate for their jurisdiction.

Seed Mix for Permanent Revegetation

To provide vegetative cover on disturbed areas that have reached final grade, a perennial grass mix should be established. Permanent seeding should be performed promptly (typically within 14 days) after reaching final grade. Each site will have different characteristics and a landscape professional or the local jurisdiction should be contacted to determine the most suitable seed mix for a specific site. In lieu of a specific recommendation, one of the perennial grass mixes appropriate for site conditions and growth season listed in Table TS/PS-2 can be used. The pure live seed (PLS) rates of application recommended in these tables are considered to be absolute minimum rates for seed applied using proper drill-seeding equipment.

If desired for wildlife habitat or landscape diversity, shrubs such as rubber rabbitbrush (*Chrysothamnus nauseosus*), fourwing saltbush (*Atriplex canescens*) and skunkbrush sumac (*Rhus trilobata*) could be added to the upland seedmixes at 0.25, 0.5 and 1 pound PLS/acre, respectively. In riparian zones, planting root stock of such species as American plum (*Prunus americana*), woods rose (*Rosa woodsii*), plains cottonwood (*Populus sargentii*), and willow (*Populus spp.*) may be considered. On non-topsoiled upland sites, a legume such as Ladak alfalfa at 1 pound PLS/acre can be included as a source of nitrogen for perennial grasses.

TS/PS-2 Urban Drainage and Flood Control District June 2012
Urban Storm Drainage Criteria Manual Volume 3

Temporary and Permanent Seeding (TS/PS) EC-2

Seeding dates for the highest success probability of perennial species along the Front Range are generally in the spring from April through early May and in the fall after the first of September until the ground freezes. If the area is irrigated, seeding may occur in summer months, as well. See Table TS/PS-3 for appropriate seeding dates.

Table TS/PS-1. Minimum Drill Seeding Rates for Various Temporary Annual Grasses

Species* (Common name)	Growth Season ^b	Pounds of Pure Live Seed (PLS)/acre ^c	Planting Depth (inches)
1. Oats	Cool	35 - 50	1 - 2
2. Spring wheat	Cool	25 - 35	1 - 2
3. Spring barley	Cool	25 - 35	1 - 2
4. Annual ryegrass	Cool	10 - 15	½
5. Millet	Warm	3 - 15	¼ - ¾
6. Sudangrass	Warm	5-10	½ - ¾
7. Sorghum	Warm	5-10	½ - ¾
8. Winter wheat	Cool	20-35	1 - 2
9. Winter barley	Cool	20-35	1 - 2
10. Winter rye	Cool	20-35	1 - 2
11. Triticale	Cool	25-40	1 - 2

^a Successful seeding of annual grass resulting in adequate plant growth will usually produce enough dead-plant residue to provide protection from wind and water erosion for an additional year. This assumes that the cover is not disturbed or mowed closer than 8 inches.

Hydraulic seeding may be substituted for drilling only where slopes are steeper than 3:1 or where access limitations exist. When hydraulic seeding is used, hydraulic mulching should be applied as a separate operation, when practical, to prevent the seeds from being encapsulated in the mulch.

^b See Table TS/PS-3 for seeding dates. Irrigation, if consistently applied, may extend the use of cool season species during the summer months.

^c Seeding rates should be doubled if seed is broadcast, or increased by 50 percent if done using a Brillion Drill or by hydraulic seeding.

June 2012 Urban Drainage and Flood Control District TS/PS-3
Urban Storm Drainage Criteria Manual Volume 3

EC-2 Temporary and Permanent Seeding (TS/PS)

Table TS/PS-2. Minimum Drill Seeding Rates for Perennial Grasses

Common Name	Botanical Name	Growth Season ^b	Growth Form	Seeds/ Pound	Pounds of PLS/acre
Alkali Soil Seed Mix					
Alkali sacaton	<i>Sporobolus airoides</i>	Cool	Bunch	1,750,000	0.25
Basin wildrye	<i>Elymus cinereus</i>	Cool	Bunch	165,000	2.5
Sodar streambank wheatgrass	<i>Agropyron riparium 'Sodar'</i>	Cool	Sod	170,000	2.5
Jose tall wheatgrass	<i>Agropyron elongatum 'Jose'</i>	Cool	Bunch	79,000	7.0
Arriba western wheatgrass	<i>Agropyron smithii 'Arriba'</i>	Cool	Sod	110,000	5.5
Total					17.75
Fertile Loamy Soil Seed Mix					
Ephrium crested wheatgrass	<i>Agropyron cristatum 'Ephrium'</i>	Cool	Sod	175,000	2.0
Dural hard fescue	<i>Festuca ovina 'duriuscula'</i>	Cool	Bunch	565,000	1.0
Lincoln smooth brome	<i>Bromus inermis leys 'Lincoln'</i>	Cool	Sod	130,000	3.0
Sodar streambank wheatgrass	<i>Agropyron riparium 'Sodar'</i>	Cool	Sod	170,000	2.5
Arriba western wheatgrass	<i>Agropyron smithii 'Arriba'</i>	Cool	Sod	110,000	7.0
Total					15.5
High Water Table Soil Seed Mix					
Meadow foxtail	<i>Alopecurus pratensis</i>	Cool	Sod	900,000	0.5
Redtop	<i>Agrostis alba</i>	Warm	Open sod	5,000,000	0.25
Reed canarygrass	<i>Phalaris arundinacea</i>	Cool	Sod	68,000	0.5
Lincoln smooth brome	<i>Bromus inermis leys 'Lincoln'</i>	Cool	Sod	130,000	3.0
Pathfinder switchgrass	<i>Panicum virgatum 'Pathfinder'</i>	Warm	Sod	389,000	1.0
Alkar tall wheatgrass	<i>Agropyron elongatum 'Alkar'</i>	Cool	Bunch	79,000	5.5
Total					10.75
Transition Turf Seed Mix^d					
Ruebens Canadian bluegrass	<i>Poa compressa 'Ruebens'</i>	Cool	Sod	2,500,000	0.5
Dural hard fescue	<i>Festuca ovina 'duriuscula'</i>	Cool	Bunch	565,000	1.0
Citation perennial ryegrass	<i>Lolium perenne 'Citation'</i>	Cool	Sod	247,000	3.0
Lincoln smooth brome	<i>Bromus inermis leys 'Lincoln'</i>	Cool	Sod	130,000	3.0
Total					7.5

TS/PS-4 Urban Drainage and Flood Control District June 2012
Urban Storm Drainage Criteria Manual Volume 3

Temporary and Permanent Seeding (TS/PS) EC-2

Table TS/PS-2. Minimum Drill Seeding Rates for Perennial Grasses (cont.)

Common Name	Botanical Name	Growth Season ^b	Growth Form	Seeds/ Pound	Pounds of PLS/acre
Sandy Soil Seed Mix					
Blue grama	<i>Bouteloua gracilis</i>	Warm	Sod-forming bunchgrass	825,000	0.5
Camper little bluestem	<i>Schizachyrium scoparium 'Camper'</i>	Warm	Bunch	240,000	1.0
Prairie sandreed	<i>Calamovilfa longifolia</i>	Warm	Open sod	274,000	1.0
Sand dropseed	<i>Sporobolus cryptandrus</i>	Cool	Bunch	5,298,000	0.25
Vaughn sideoats grama	<i>Bouteloua curtipendula 'Vaughn'</i>	Warm	Sod	191,000	2.0
Arriba western wheatgrass	<i>Agropyron smithii 'Arriba'</i>	Cool	Sod	110,000	5.5
Total					10.25
Heavy Clay, Rocky Foothill Seed Mix					
Ephrium crested wheatgrass ^d	<i>Agropyron cristatum 'Ephrium'</i>	Cool	Sod	175,000	1.5
Oahe intermediate wheatgrass	<i>Agropyron intermedium 'Oahe'</i>	Cool	Sod	115,000	5.5
Vaughn sideoats grama ^e	<i>Bouteloua curtipendula 'Vaughn'</i>	Warm	Sod	191,000	2.0
Lincoln smooth brome	<i>Bromus inermis leys 'Lincoln'</i>	Cool	Sod	130,000	3.0
Arriba western wheatgrass	<i>Agropyron smithii 'Arriba'</i>	Cool	Sod	110,000	5.5
Total					17.5

^a All of the above seeding mixes and rates are based on drill seeding followed by crimped straw mulch. These rates should be doubled if seed is broadcast and should be increased by 50 percent if the seeding is done using a Brillion Drill or is applied through hydraulic seeding. Hydraulic seeding may be substituted for drilling only where slopes are steeper than 3:1. If hydraulic seeding is used, hydraulic mulching should be done as a separate operation.

^b See Table TS/PS-3 for seeding dates.

^c If site is to be irrigated, the transition turf seed rates should be doubled.

^d Crested wheatgrass should not be used on slopes steeper than 6H to 1V.

^e Can substitute 0.5 lbs PLS of blue grama for the 2.0 lbs PLS of Vaughn sideoats grama.

June 2012 Urban Drainage and Flood Control District TS/PS-5
Urban Storm Drainage Criteria Manual Volume 3

EC-2 Temporary and Permanent Seeding (TS/PS)

Table TS/PS-3. Seeding Dates for Annual and Perennial Grasses

Seeding Dates	Annual Grasses (Numbers in table reference species in Table TS/PS-1)		Perennial Grasses	
	Warm	Cool	Warm	Cool
January 1–March 15			✓	✓
March 16–April 30	4	1,2,3	✓	✓
May 1–May 15	4		✓	
May 16–June 30	4,5,6,7			
July 1–July 15	5,6,7			
July 16–August 31				
September 1–September 30		8,9,10,11		
October 1–December 31			✓	✓

Mulch

Cover seeded areas with mulch or an appropriate rolled erosion control product to promote establishment of vegetation. Anchor mulch by crimping, netting or use of a non-toxic tackifier. See the Mulching BMP Fact Sheet for additional guidance.

Maintenance and Removal

Monitor and observe seeded areas to identify areas of poor growth or areas that fail to germinate. Reseed and mulch these areas, as needed.

An area that has been permanently seeded should have a good stand of vegetation within one growing season if irrigated and within three growing seasons without irrigation in Colorado. Reseed portions of the site that fail to germinate or remain bare after the first growing season.

Seeded areas may require irrigation, particularly during extended dry periods. Targeted weed control may also be necessary.

Protect seeded areas from construction equipment and vehicle access.

TS/PS-6 Urban Drainage and Flood Control District June 2012
Urban Storm Drainage Criteria Manual Volume 3

TREVARTON ROADSIDE GRASS SEED MIX, ON SHEET C8 SHALL BE USED FOR PERMANENT ROADSIDE SEEDING.

PREPARED BY:



Drexel, Barrell & Co. Engineers-Surveyors 1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338 BOULDER - GREELEY COLORADO SPRINGS

OWNER/CLIENT:

RIDGELINE DEVELOPMENT CORPORATION 5723 ARAPAHOE AVENUE, #28 BOULDER, COLORADO 80303 ATTN: JASON MARKEL (303) 339-6122

FINAL CONSTRUCTION DRAWINGS FOR:
NIWOT HILLS TDR/PUD SUBDIVISION FILING NO. 3 BOULDER COUNTY, COLORADO

ISSUE	DATE
COUNTY SUBMITTAL	5/20/2022
DESIGNED BY:	MAB
DRAWN BY:	MAB
CHECKED BY:	CWK
FILE NAME:	SWMP-DT



05/20/2022 FOR, AND ON BEHALF OF, DREXEL, BARRELL & CO.

DRAWING SCALE: HORIZONTAL: N.A. VERTICAL: N.A.

SWMP DETAILS SHEET

PROJECT: 20598-04BLCV DRAWING NO.

C8.3

SHEET: 26 OF 26

**Traffic System Impact Analysis
Supplemental Memo for Filing #3
for
NIWOT HILLS**

Boulder County, Colorado
January 25, 2022

Prepared By:

Drexel Barrell & Co.
1800 38th Street
Boulder, CO 80301
(303) 442-4338

Prepared by: Derek Schuler, P.E., PTOE
DBC Project No. 20598-04



Prepared for:

Ridgeline Development Corporation
5723 Arapahoe Road, Suite 3A
Boulder, CO 80303
(303) 449-8689

1. INTRODUCTION

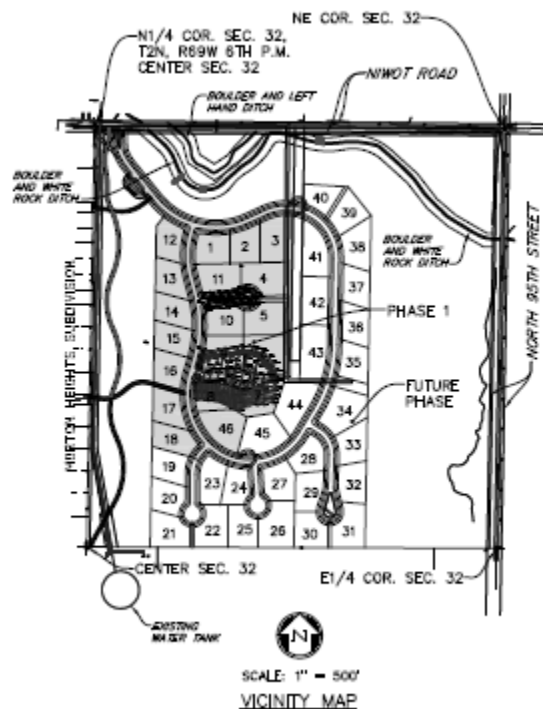
The partially completed Niwot Hills development is located west of 95th Street and south of Niwot Road in Boulder County. The site is proposed to ultimately contain 46 single-family homes. This supplemental memo for Filing #3 is in conformance with the original traffic study and original lot layout. The original study was titled "Traffic Impact Study for Niwot Hills, December 1, 1999". The original lot layout was presented in the "Final Construction Plans for Niwot Hills (Phase I) dated 11-13-02."

2. BACKGROUND DATA

The location of the proposed Niwot Hills development is illustrated in **Figure 1**. This figure also shows the ultimate lot layout. Existing and proposed roadways in the vicinity of the site are described below:

- Niwot Road is an east-west arterial that provides a direct connection to US 287 to the east of the site as well as SH 119 to the west of the site. In the vicinity of the site, there are two through-lanes and a posted speed limit of 35 mph.
- 95th Street is a two-lane, north-south roadway with a posted speed limit of 45 mph. The signalized intersection of 95th Street/Niwot Road contains left-turn lanes for all four approaches.

Figure 1



3. PROJECT-GENERATED TRAFFIC

Trip Generation & Distribution

Since filing #3 matches the original lot layout, then the trip generation also matches the original traffic study. Upon completion, the proposed Niwot Hills development will contain 46 single-family homes and is estimated to generate 440 average weekday vehicle trips, of which 35 and 47 vehicle trips will occur during the AM and PM peak travel periods, respectively.

Per the original study, it is anticipated that 40 percent of project-generated traffic will utilize Niwot Road west of the site access while five percent will utilize Niwot Road east of 95th Street. Thirty percent of project-generated traffic is expected to utilize 95th Street south of Niwot Road while 25 percent is expected to utilize 95th Street north of Niwot Road.

4. CONCLUSION

Upon completion, the proposed Niwot Hills development will contain 46 single-family homes and is estimated to generate 440 average weekday vehicle trips. The northbound Stop-controlled intersection of the site access/Niwot Road is expected to continue to operate at an overall Level of Service "A" as indicated in the original traffic study. The overall traffic impacts of the ultimate Niwot Hills development are anticipated to be minimal.



Community Planning & Permitting

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302 • Tel: 303.441.3930 • Fax: 303.441.4856
 Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • www.bouldercounty.org

Building Safety & Inspection Services Team

MEMO

TO: Pete L'Orange, Planner II
 FROM: Michelle Huebner, Plans Examiner Supervisor
 DATE: March 24, 2022

RE: Referral Response, SD-22-0001: Niwot Hills TDR PUD Subdivision Filing 3. Request for a combined preliminary plan and final plat for the creation of eleven lots within the planned unit development of Niwot Hills using Transferable Development Rights.

Location: 6775 Niwot Hills Drive

Thank you for the referral. We have the following comments for the applicants:

1. **Building Permit.** Building permits, plan review, inspection approvals, and a Certificate of Occupancy ("C.O.") are required for each proposed residence. Separate building permits are required for the detached buildings, pools .

Please refer to the county's adopted 2015 editions of the International Codes and code amendments, which can be found via the internet under the link:

2015 Building Code Adoption & Amendments, at the following URL:

<https://assets.bouldercounty.org/wp-content/uploads/2017/03/building-code-2015.pdf>

2. **Automatic Fire Sprinkler System.** Under the 2015 International Residential Code ("IRC") as adopted by Boulder County, all new one- and two-family dwellings and townhouses are required to be equipped with an automatic fire sprinkler system that is designed and installed in accordance with NFPA 13D or IRC Section P2904.
3. **BuildSmart.** Please refer to the county's adoption and amendments to Chapter 11 of the IRC, the county's "BuildSmart" program, for the applicable requirements for energy conservation and sustainability for residential additions and new residential buildings. Please be aware that there are energy related requirements of this code that may require the use of renewable energy systems (such as rooftop solar systems) that will also need to be approved by your electric utility provider. In some cases, there may be limitations on the size of on-site systems allowed by your utility provider that could constrain the project design. We strongly encourage discussions between the design team and the utility company as early in the process as possible in order to identify these constraints.

4. **Design Wind and Snow Loads.** The design wind and ground snow loads for the properties are 145 mph (Vult) and 40 psf, respectively.
5. **Electric vehicle charging outlet.** Boulder County Building Code requires:
 - a. R329.1 Electric vehicle charging pre-wire option. In addition to the one 125-volt receptacle outlet required for each car space by NEC Section 210.52(G)(1.), every new garage or carport that is accessory to a one- or two-family dwelling or townhouse shall include at least one of the following, installed in accordance with the requirements of Article 625 of the Electrical Code:
 - i. A Level 2 (240-volt) electric vehicle charging receptacle outlet, or
 - ii. Upgraded wiring to accommodate the future installation of a Level 2 (240-volt) electric vehicle charging receptacle outlet, or
 - iii. Electrical conduit to allow ease of future installation of a Level 2 (240-volt) electric vehicle charging receptacle outlet.
6. **Plan Review.** The items listed above are a general summary of some of the county's building code requirements. A much more detailed plan review will be performed at the time of building permit application, when full details are available for review, to assure that all applicable minimum building codes requirements are to be met. Our [Residential Plan Check List](https://assets.bouldercounty.org/wp-content/uploads/2017/03/b24-residential-plan-check-list.pdf) and other Building Safety publications can be found at: <https://assets.bouldercounty.org/wp-content/uploads/2017/03/b24-residential-plan-check-list.pdf>

If the applicants should have questions or need additional information, we'd be happy to work with them toward solutions that meet minimum building code requirements. Please call (720) 564-2640 or contact us via e-mail at building@bouldercounty.org



Community Planning & Permitting

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302 • Tel: 303-441-3930
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • www.BoulderCounty.org

May 3, 2022

TO: Pete L'Orange, Planner II; Community Planning & Permitting, Development Review Team - Zoning

FROM: Jennifer Severson, Principal Planner; Community Planning & Permitting, Development Review Team – Access & Engineering

SUBJECT: Docket # SD-22-0001: Niwot Hills TDR PUD Subdivision Filing 3
6775 Niwot Hills Drive

The Development Review Team – Access & Engineering staff has reviewed the above referenced docket and has the following comments:

1. The proposed Filing 3 right-of-way (ROW) improvements appear to be consistent with the original Niwot Hills subdivision plat recorded on 9/22/2004 at Reception # 2629145 and the [Boulder County Multimodal Transportation Standards](#). All road improvements must be constructed within the platted ROW.
2. Prior to paving the platted right-of-way for Filing 3, an engineered design must be approved by the County Engineer. Prior to sign off of the final inspection for the road improvements, a qualified Colorado-licensed Professional Engineer must certify that the paving improvements were constructed in accordance with the approved design.
3. Drainage improvements proposed under Filing 3 will be reviewed and commented on separately by Boulder County Stormwater Quality Program staff.

This concludes our comments at this time.



Community Planning & Permitting

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302 • Tel: 303-441-3930
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • www.BoulderCounty.org

June 2, 2022

TO: Pete L'Orange, Planner II; Community Planning & Permitting, Development Review Team - Zoning

FROM: Jennifer Severson, Principal Planner; Community Planning & Permitting, Development Review Team – Access & Engineering

SUBJECT: Docket # SD-22-0001: Niwot Hills TDR PUD Subdivision Filing 3 - **ADDENDUM**

6775 Niwot Hills Drive

The Development Review Team – Access & Engineering staff has the following additional comments for the above referenced docket:

1. The applicant is proposing to extend and pave Niwot Hills Drive between Tracts 1 and 2 as shown on the attached *Filing 3 Final Plat*.
2. This proposed road extension will complete the “loop” configuration of Niwot Hills Drive. All road improvements must be constructed within the platted ROW as approved through SD-99-02.
3. The applicant shall be solely responsible for construction and maintenance of Niwot Hills Drive between Tracts 1 and 2 until the Certificates of Occupancy have been issued for Lots 24-32 as shown on the *Sketch Plan approved through SD-99-02* (attached)
4. Prior to paving the platted ROW for the section of Niwot Hills Drive between Tracts 1 and 2, an engineered design must be approved by the County Engineer. After Certificates of Occupancy are issued for Lots 24-32 as shown on the Sketch Plan approved through SD-99-02, and prior to sign off of the final inspection for the road improvements, a qualified Colorado-licensed Professional Engineer must certify that the paving improvements were constructed in accordance with the approved design.
5. Until the section of Niwot Hills Drive between Tracts 1 and 2 is accepted by the county for ownership and maintenance, all traffic related to new construction in Niwot Hills NUPUD Subdivision must use the section of Niwot Hills Drive between Tracts 1 and 2. Heavy construction traffic shall not use the western section of the Niwot Hills Drive loop (i.e. the section of the road through Filings 1 and 2) to avoid damage to the section of Niwot Hills Drive that has already been accepted by the county for ownership and maintenance.
6. Drainage improvements related to the completion of the paved road will be reviewed and commented on separately by Boulder County Stormwater Quality Program staff.

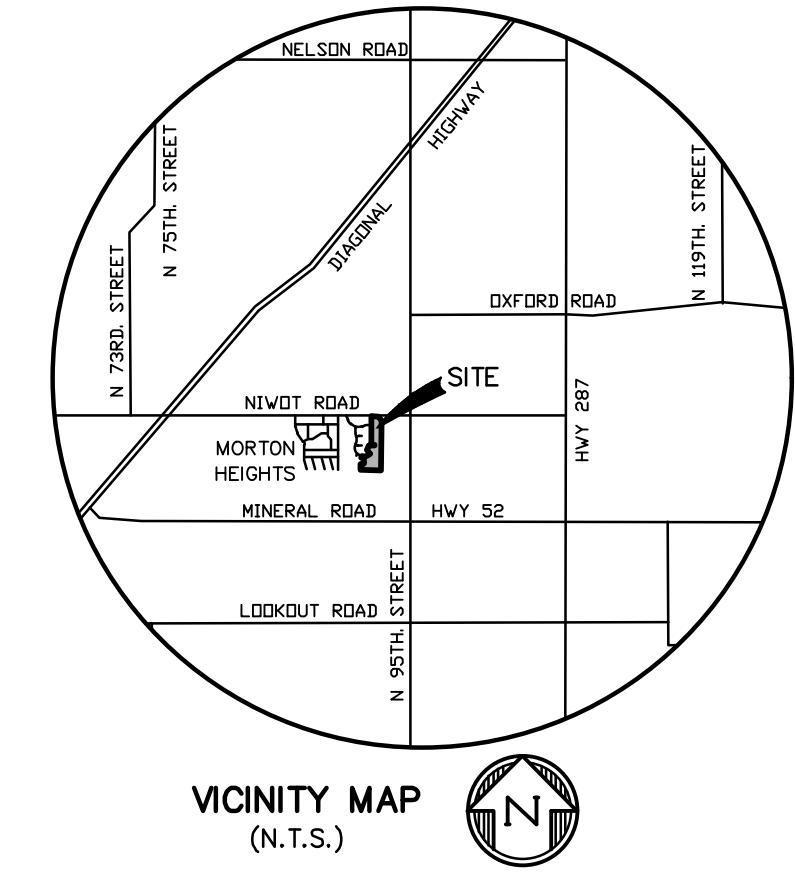
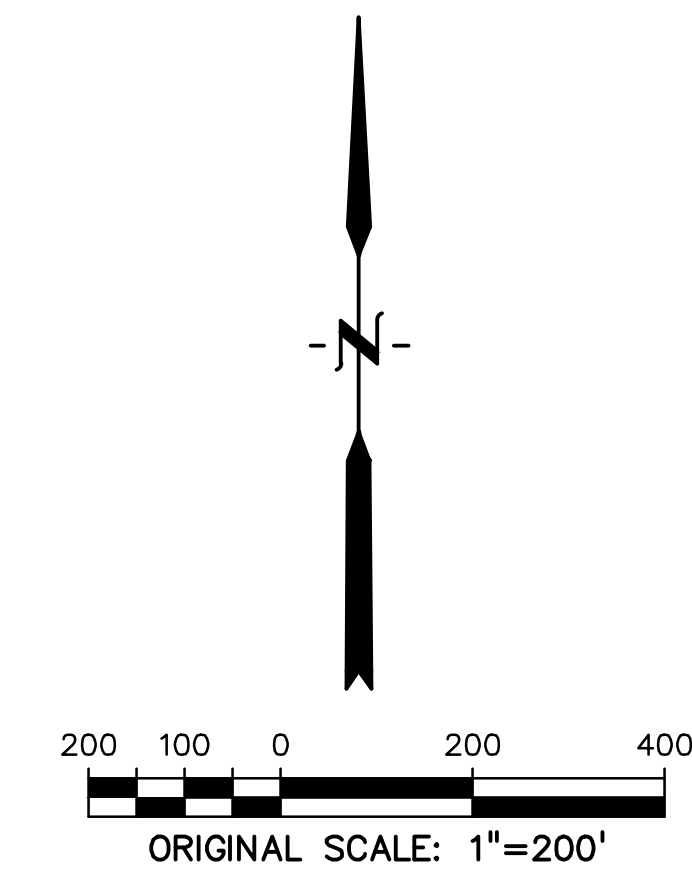
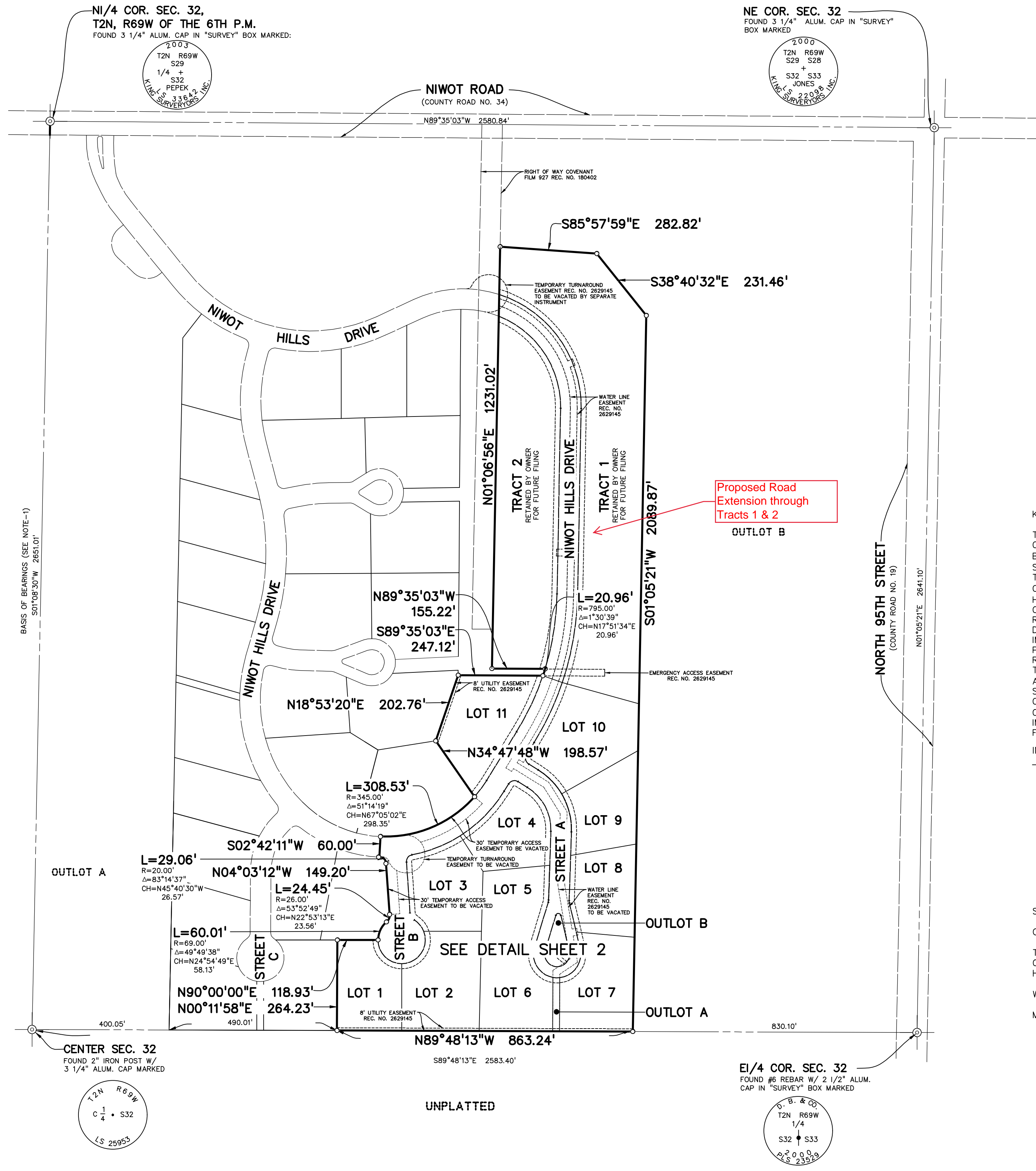
****ALL COMMENTS IN REFERRAL MEMO DATED MAY 3, 2022 (ATTACHED) STILL APPLY.***

Matt Jones County Commissioner **Claire Levy** County Commissioner **Marta Loachamin** County Commissioner

FINAL PLAT NIWOT HILLS TDR/PUD SUBDIVISION FILING NO. 3

A REPLAT OF TRACT 1, NIWOT HILLS TDR/PUD SUBDIVISION FILING NO. 2
LOCATED IN THE NE1/4 OF SECTION 32, T2N, R69W OF THE 6TH P.M.,
COUNTY OF BOULDER, STATE OF COLORADO.

AREA = 28.241 ACRES, ±
SHEET 1 OF 3



OUTLOT	OWNERSHIP AND MAINTENANCE	USE
A&B	HOA	PRIVATE OPEN SPACE, DRAINAGE, UTILITIES, AND EMERGENCY ACCESS

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, NIWOT HILLS, LLC, A COLORADO LIMITED LIABILITY COMPANY, IS THE OWNER AND PROPRIETOR OF THE LAND SITUATED IN BOULDER COUNTY, COLORADO, AND LYING WITHIN "NIWOT HILLS TDR/PUD SUBDIVISION FILING NO. 2", A SUBDIVISION OF THE NE1/4 OF SECTION 32, T2N, R69W OF THE 6TH P.M., BOULDER COUNTY, COLORADO, AND HAS CAUSED THE REAL PROPERTY TO BE LAID OUT AND SURVEYED AS "NIWOT HILLS TDR/PUD SUBDIVISION FILING NO. 3", A SUBDIVISION IN THE COUNTY OF BOULDER, STATE OF COLORADO, AND DOES HEREBY ACCEPT THE RESPONSIBILITY FOR THE COMPLETION OF THE PUBLIC IMPROVEMENTS AND DOES HEREBY DEDICATE AND SET APART ALL OF THE ROADS AND OTHER IMPROVEMENTS AND PLACES AS SHOWN ON THE PLAT TO THE USE OF THE PUBLIC FOREVER, AND, UNLESS OTHERWISE SPECIFICALLY NOTED BY REFERENCE ON THIS PLAT, DOES HEREBY DEDICATE THOSE PORTIONS OF THE REAL PROPERTY WHICH ARE INDICATED AS EASEMENTS ON THE PLAT AS EASEMENTS TO BOULDER COUNTY, COLORADO FOR THE PURPOSE(S) SHOWN HEREON, AND DOES HEREBY GRANT TO BOULDER COUNTY, COLORADO THE RIGHT TO REGULATE THE INSTALLATION AND MAINTENANCE OF NECESSARY STRUCTURES, FACILITIES AND/OR REQUIRED PUBLIC IMPROVEMENTS BY THE ENTITY RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED.

IN WITNESS WHEREOF, I HERETO SET MY HAND THIS ____ DAY OF _____, 2022.

NIWOT HILLS, LLC,
A COLORADO LIMITED LIABILITY COMPANY

BY: _____
MICHAEL MARKEL
MANAGER

GENERAL NOTES

- THE BASIS OF BEARINGS IS THE WEST LINE OF THE NE1/4 OF SECTION 32, BEING MONUMENTED AS SHOWN HEREON, WITH THE LINE ASSUMED TO BEAR S01°08'30"W.
- DREXEL BARRELL & CO. RELIED UPON TITLE COMMITMENT NO. F0615180-170-RRO-JHL, ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF APRIL 22, 2019 FOR ALL INFORMATION REGARDING THE LEGAL DESCRIPTION, EASEMENTS AND RIGHTS-OF-WAYS.
- PREPARED BY: DREXEL, BARRELL & CO.
1800 38TH STREET
BOULDER, CO. 80301
303-442-4338
- ALL REFERENCES TO BOOKS, PAGES, MAPS AND RECEPTION NUMBERS ARE PUBLIC DOCUMENTS ON FILE WITH THE CLERK AND RECORDER OF BOULDER COUNTY, STATE OF COLORADO.
- EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED HEREON WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESERVATIONS, RESTRICTIONS, EXCLUSIONS, CONDITIONS, OBLIGATIONS, TERMS OR AS TO THE RIGHT TO GRANT THE SAME.
- THE LINEAL UNITS SHOWN HEREON ARE US SURVEY FEET.
- THE LAST FIELD INSPECTION OF THE SITE WAS ON JULY 5, 2018.

LEGAL DESCRIPTION

TRACT 1, NIWOT HILLS TDR/PUD SUBDIVISION FILING NO. 2, COUNTY OF BOULDER, STATE OF COLORADO

SURVEYOR'S CERTIFICATE

I, MATHEW E. SELDERS, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THERE ARE NO ROADS, PIPELINES, IRRIGATION DITCHES, OR OTHER EASEMENTS OF RECORD, OR OTHER OWNERSHIPS IN EVIDENCE, OR KNOWN BY ME, TO EXIST ON OR ACROSS THE HEREBEFORE DESCRIBED LAND EXCEPT AS SHOWN ON THIS PLAT OF "NIWOT HILLS TDR/PUD SUBDIVISION FILING NO. 3"; THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON JULY 5, 2018 BY ME OR UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 0.01 FEET; AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH SUBDIVISION AND/OR SURVEYING OF LAND AND ALL PROVISIONS (WITHIN MY CONTROL) OF THE BOULDER COUNTY SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS ____ DAY OF _____, 2022.

MATHEW E. SELDERS
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR NO. 27275

ACKNOWLEDGMENT

STATE OF COLORADO }
COUNTY OF BOULDER } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2022, BY MICHAEL MARKEL, AS MANAGER OF NIWOT HILLS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

BOARD OF COMMISSIONER'S APPROVAL

APPROVED THIS ____ DAY OF _____, 2022,
BOARD OF COMMISSIONERS, BOULDER COUNTY, COLORADO. THIS APPROVAL DOES NOT GUARANTEE THAT THE SIZE, SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUND WATER CONDITIONS, OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT, WELL PERMIT, OR SEWAGE DISPOSAL PERMIT WILL BE ISSUED. THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INVOLVING REQUIRED IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES, AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR PROPRIETOR AND NOT THE COUNTY OF BOULDER. THE BOARD OF COMMISSIONERS ALSO CONSENT TO THE VACATION OF THE TEMPORARY TURNAROUND EASEMENT AS SHOWN HEREON AND THE WATER LINE EASEMENT AS SHOWN HEREON.

CHAIR

ATTEST

AUTHORIZATION TO RECORD

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO }
COUNTY OF BOULDER } SS

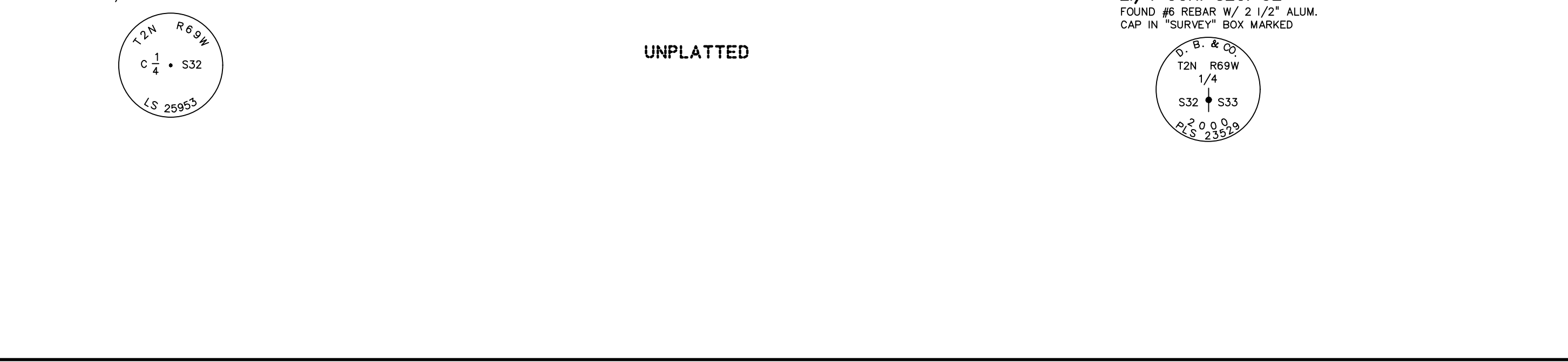
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT ____ O'CLOCK, THIS ____ DAY OF _____, 2022, AND IS DULY RECORDED IN PLAN FILE _____.

RECEPTION # _____

FEES PAID \$ _____

RECORDER

DEPUTY



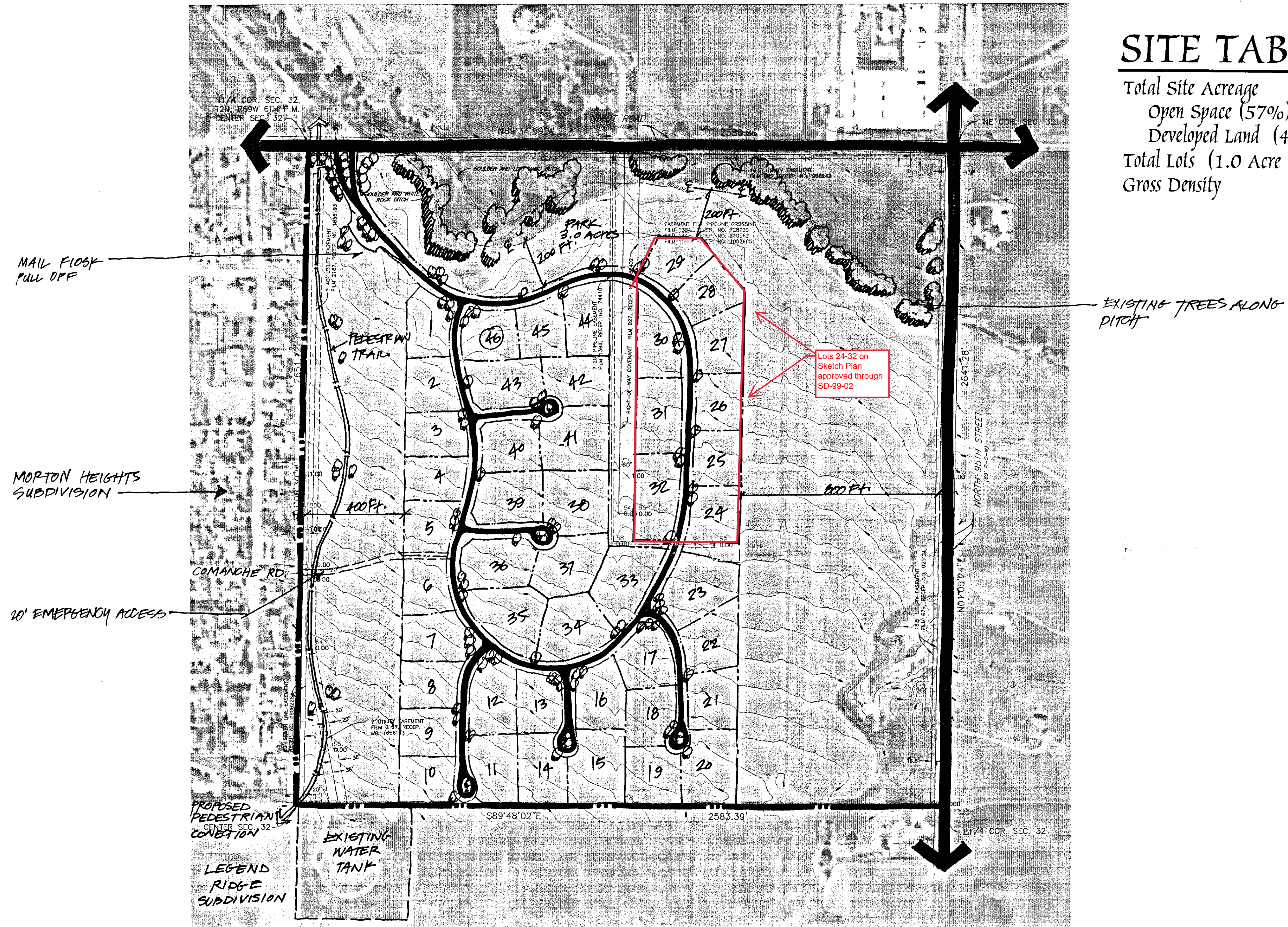
SECRETARY TO THE BOULDER COUNTY PLANNING COMMISSION

SECRETARY TO THE BOULDER COUNTY PLANNING COMMISSION

SD 99-02 (SP)

SITE TABULATION

Total Site Acreage	156.8
Open Space (57%)	89.2
Developed Land (43%)	67.6
Total Lots (1.0 Acre Lots)	46
Gross Density	.3 Du/Ac.

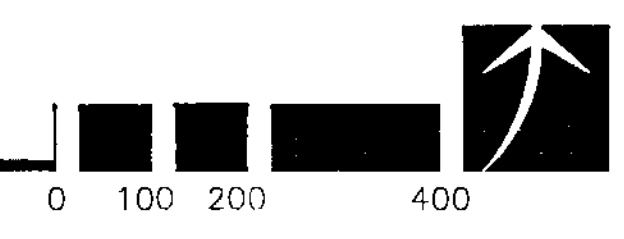


APPROVED
9-7-99
By Board of County Commissioners

Niwot Hills
Boulder County, Colorado

CONCEPTUAL SITE PLAN

DISCLAIMER: Base information provided by Drexel Barrell & Co. Aerial information provided by Aerial Photo USA. Topography is approximated. Accuracy of alignment of base information, topography and aerial is approximated and not verified.



ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE
ENGINEERING

1881 Ninth Street, Suite 103
Boulder, Colorado 80302
303-443-7533



Project No.: 98080.10
27 AUGUST 1999



Public Works Department

2525 13th Street, Suite 203 • Boulder, Colorado 80304 • Tel: 303.441.3900 • Fax: 303.441.4594
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • www.bouldercounty.org

Memorandum

Date: April 29, 2022
To: emailed to: Peter L'orange plorange@bouldercounty.org
From: Alli Kelly, Boulder County Public Works, Stormwater
Subject: SD-22-0001: Niwot Hills TDR PUD Subdivision Filing 3 at 6775 Niwot Hills Drive

The Public Works Department MS4 Stormwater Inspector has reviewed the above referenced project, and has the following comments:

1. As a part of Boulder County's water quality protection and Municipal Separate Storm Sewer System Construction Program, a stormwater quality permit (SWQP) is required for the overlot grading and infrastructure associated with this new filing.
2. This subdivision will create construction activity is part of a larger common plan of development that will ultimately disturb one acre or more of surface area, even if multiple, separate, and distinct land development activities take place at different times. Consequently, future development of the created parcels will require a Boulder County Stormwater Quality Permit (SWQP).
3. This subdivision is within the municipal separate storm sewer system (MS4) urbanized area, which will require permanent stormwater management facilities as part of the development of the parcels created by this subdivision. A drainage letter will be required demonstrating that the existing extended detention basins (EDBs) have been designed for the development of this filing. If not, a new drainage report and proposed detention and water quality features are required to accommodate the development of this filing.

This concludes our comments at this time, but we welcome questions at tdstormwater@bouldercounty.org and invite applicants to review the information on the Boulder County Stormwater Quality Permit website: <https://www.bouldercounty.org/transportation/permits/stormwater-quality-permit/>



Parks & Open Space

5201 St. Vrain Road • Longmont, CO 80503
 303-678-6200 • POSinfo@bouldercounty.org
 www.BoulderCountyOpenSpace.org

TO: Pete L'Orange, Community Planning & Permitting Department
FROM: Ron West, Natural Resource Planner
DATE: April 25, 2022
SUBJECT: Docket SD-22-0001, Niwot Hills Filing 3, 6775 Niwot Hill Drive

I have reviewed the materials submitted by the applicant, and have visited the subdivision many times in the past. Although no significant natural resource impacts are expected from the approval of this filing, per se, staff is very concerned about the Natural Area on adjoining Outlot B. It is likely that this outcrop of Foxhills Sandstone supports rare lichen species. A nearby Foxhills outcrop at White Rocks includes a newly discovered, crustose lichen species, which is likely or may also occur here on Outlot B. Additionally, paleontological resources are likely present in the sandstone.

Staff notes that Outlot A, on the west side of the TDR PUD, has recreational trails developed on it (both outlots are owned and managed by the HOA). Although trails could be developed on Outlot B without directly impacting the sandstone area, off-trail use by mountain bikes and local children could impact the site and the lichens.

Staff's other concern is the possible open space land dedication, or cash-in-lieu thereof. Staff defers to the Community Planning and Permitting Department on whether this is a requirement under these circumstances (see LU Code at 7-1303, and 7-1307).

Some of the newly platted lots are within the edge of an Environmental Conservation Area. However, this TDR receiving site was initially designed long ago, and this aspect was considered at that time. Similarly, the loss of a small area of Agricultural Lands of Local and Statewide Importance was also considered.

Recommendations

- A condition of approval should be included that requires a fence along the western-facing sides of the natural area. This fence, made of relatively inexpensive split rails, would provide a "psychological" barrier, yet should prevent most trespass and damage to the sandstone. Small signs on the fence restricting use should also be included. Such a fence would be about 1300 linear feet in length (as shown below); it would not be necessary on the east side, along 95th Street.
- Both a construction fence and a silt fence should be erected along the *eastern new lots*, before any earthmoving begins. No machinery should enter Outlot B east of these fences.

Fencing: green = construction and silt fences; red = split rail fence



From: noreply_accela@bouldercounty.org
To: [L"Orange, Peter](#)
Subject: SD-22-0001 - Public Health Water Quality - Environmental Review
Date: Friday, March 18, 2022 12:07:15 PM

The Public Health Water Quality - Environmental Review workflow task for SD-22-0001 has been updated to **No Comments/No Conflict** and the following comments entered:
null

Please see the Accela record for more information.

email sent by EMSE: PLN_Referrals_Entered



Community Planning & Permitting

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302 • Tel: 303.441.3930 • Fax: 303.441.4856
 Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • www.bouldercounty.org

MEMO TO: Agencies
FROM: Pete L'Orange, Planner II
DATE: March 18, 2022
RE: Docket SD-22-0001

Docket SD-22-0001: Niwot Hills TDR PUD Subdivision Filing 3

Request: Request for a combined preliminary plan and final plat for the creation of eleven lots within the planned unit development of Niwot Hills using Transferable Development Rights.

Location: 6775 Niwot Hills Drive, TRACT 1 NIWOT HILLS TDR PUD FILING 2, NE 1/4 of Section 32, Township 2N, Range 69W.

Zoning: Agricultural (A)

Applicants/ Owners: Michael Markel, Ridgeline Development Corporation, and Niwot Hills LLC

This docket combines the Preliminary Plan and Final Plat processes into a single approval process since the proposal is part of an approved sketch plan (SD-99-0002), the proposal is consistent with that plan, and does not require extensive engineering, as allowed under Article 5-101.C of the Boulder County Land Use Code. This proposed final plat docket creates the parcels 14 through 23 and 33 as approved through the SD-99-02 Sketch Plan and is the last step in the process to create subdivided land. The final plat process will review the final engineering plans, the development agreement, letters of credit, conservation easements, deeds of development rights, home owners covenants, the plat, and any other necessary documents, reports and studies.

This process includes public hearings before the Boulder County Planning Commission and Board of County Commissioners. Adjacent property owners and holders of liens, mortgages, easements or other rights in the subject property are notified of these hearings.

The Community Planning & Permitting staff, Planning Commission, and County Commissioners value comments from individuals and referral agencies. Please check the appropriate response below or send a letter to the Community Planning & Permitting Department at P.O. Box 471, Boulder, Colorado 80306 or via email to planner@bouldercounty.org. All comments will be made part of the public record and given to the applicant. Only a portion of the submitted documents may have been enclosed; you are welcome to call the Community Planning & Permitting Department at 303-441-3930 or email planner@bouldercounty.org to request more information. If you have questions regarding this application, please contact our office at (303) 441-3930 or me via email at plorange@bouldercounty.org.

Please return responses to the above address by **April 22, 2022**.

(Please note that due to circumstances surrounding COVID-19, application timelines and deadlines may need to be modified as explained in the CPP Notice of Emergency Actions issued March 23, 2020 (see <https://boco.org/covid-19-cpp-notice-20200323>).

We have reviewed the proposal and have no conflicts.

Letter enclosed.

Signed  Please PRINT Name Melissa Arnold
 Conservation Easement Program Manager

Agency or Address Parks & Open Space dept.



Parks & Open Space

5201 St. Vrain Road • Longmont, CO 80503
 303-678-6200 • POSinfo@bouldercounty.org
www.BoulderCountyOpenSpace.org

April 22, 2022

Delivery by email

Pete L'Orange, Planner II
 Community Planning & Permitting
 2045 13th Street
 Boulder, CO 80302
plorange@bouldercounty.org

RE: Conservation Easement Program Referral Response for SD-22-0001 and Adjacent Conservation Easement Property 'Outlot B of the Niwot Hills TDR PUD'

Dear Pete,

I have reviewed docket SD-22-0001 for the platting of 11 lots within the planned unit development of Niwot Hills. The Conservation Easement Program does not have a conflict with this proposal but recommends measures to protect the Foxhills Sandstone Natural Area on the adjacent conservation easement property during development of the subdivision.

The property adjacent to this proposed development, Outlot B of the Niwot Hills TDR PUD, is encumbered with a conservation easement recorded on September 22, 2004, at Reception #2629179 in the real estate records of Boulder County, Colorado. The conservation easement states that the natural features on Outlot B are to be preserved. The Foxhills Sandstone Natural Area of the Boulder County Comprehensive Plan exists on the southeast portion of Outlot B as denoted on the attached map, which was included in the referral packet for SD-22-0001.

The Conservation Easement Program strongly recommends the use of silt fencing in the construction area of the subdivision to protect the Foxhills Sandstone Natural Area located on the conservation easement property, Outlot B of the Niwot Hills TDR PUD, as described above.

Thank you for the opportunity to review this docket. Please let me know if you have any questions.

Sincerely,

Melissa Arnold
 Conservation Easement Program Manager
 303-678-6266
marnold@bouldercounty.org

MAINTENANCE ELIGIBILITY PROGRAM (MEP)

MHFD Referral Review Comments

For Internal MHFD Use Only.	
MEP ID:	N/A
Submittal ID:	10008326
MEP Phase:	Referral

Date: March 31, 2022
To: Peter L'Orange, County Planner
Via email
RE: MHFD Referral Review Comments

Project Name:	Niwot Hills
Location:	6775 Niwot Hills Dr, Longmont CO,80503
Drainageway:	Dry Creek (North)

This letter is in response to the request for our comments concerning the referenced project. We have reviewed this proposal only as it relates to maintenance eligibility of major drainage features, in this case: We have no comments on the referenced project as there are no proposed storm drainage features that would be eligible for District maintenance assistance. The proposed development is not adjacent to a MHFD major drainageway or mapped floodplain and does not include any MHFD master plan recommended drainage improvements. We do not need to review future submittals

We appreciate the opportunity to review this proposal. Please feel free to contact me with any questions or concerns.

Sincerely,



Ryan Tigera, P.E.
Project Engineer
Mile High Flood District



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571. 3284
donna.l.george@xcelenergy.com

April 25, 2022

Boulder County Community Planning and Permitting
PO Box 471
Boulder, CO 80306

Attn: Pete L'Orange

Re: Niwot Hills TDR PUD Subdivision Filing No. 3, Case # SD-22-0001

Public Service Company of Colorado's (PSCo) Right of Way and Permits Referral Desk has reviewed the plat for **Niwot Hills TDR PUD Subdivision Filing No. 3**. The property owner/developer/contractor must complete the application process for any new natural gas or electric service via xcelenergy.com/InstallAndConnect. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details.

Additional easements may need to be acquired by separate document (i.e. transformers) – be sure to ask the Designer to contact a Right-of-Way Agent in this event.

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com

COLORADO GEOLOGICAL SURVEY

1801 Moly Road
Golden, Colorado 80401



Karen Berry
State Geologist

April 21, 2022

Pete L'Orange
Planning Division
Boulder County Community Planning & Permitting

Location:
NE Section 32,
T2N, R69W of the 6th P.M.
40.0981, -105.135

Subject: SD-22-0001 – Niwot Hills TDR PUD Subdivision Filing 3 – Preliminary and Final Plat Boulder County, CO; CGS Unique No. BO-22-0008

Dear Pete:

Colorado Geological Survey has reviewed the Niwot Hills TDR PUD Subdivision Filing 3 Preliminary and Final Plat referral. I understand the proposed final plat creates parcels 14 through 23 and 33 as previously approved through sketch plan SD-99-02.

The site does not contain steep slopes, is not undermined, is not within or near a 100-year flood hazard zone, and no geologic hazards are known or suspected to be present that would preclude approval of the plat as proposed. However, we have advisory comments:

Soil and bedrock engineering properties. According to available geologic mapping, the site is underlain by loose, eolian (wind-deposited) sands and silts over Laramie Formation bedrock. Fox Hills sandstone may outcrop (be exposed at or near the ground surface) in some areas. The loose surface soils may exhibit settlement or collapse under loading and wetting, and the underlying Laramie is composed of potentially expansive shales and claystones interbedded with non-expansive sandstones, coal beds and lignites.

Lot-specific geotechnical investigations will be needed, once specific building locations and plans are known, to characterize subsurface conditions and to identify potential development constraints such as expansive bedrock, expansive and collapsible soils, and shallow groundwater/perched water conditions. This information will be needed to design foundations, floor systems, subsurface drainage, pavements, etc.

Thank you for the opportunity to review and comment on this docket. If you have questions or require further review, please call me at 303-384-2643, or e-mail carlson@mines.edu.

Sincerely,

A handwritten signature in black ink, appearing to read "Jill Carlson".

Jill Carlson, C.E.G.
Engineering Geologist



May 4, 2022

Dale Case, Director
Boulder County Land Use
Courthouse Annex Building
2045 13th Street
PO Box 471
Boulder Colorado 80302

RE: Niwot Hills

Dear Dale:

The District has reviewed the Niwot Hills application (1) available school capacity, (2) required land dedications and/or cash-in-lieu fees. After reviewing the above proposal, **the School District finds this development does not exceed the benchmark.** The reasons for this position and other relevant information are as follows:

- The student yield of this project will not cause any of the affected schools to exceed the 125% benchmark.
- No land dedication is required therefore Cash in Lieu payments will be required.

Detailed information on the specific capacity issues, the land dedication requirements and transportation impacts for this proposal follow in Attachment A. A land dedication is **NOT** required with this project and there are comments on pedestrian access included in the attachment. The recommendation of the District noted above applies to the attendance boundaries current as of the date of this letter. These attendance boundaries may change in the future as new facilities are constructed and opened. If you have any further questions or concerns regarding this referral, please feel free to contact me via e-mail at kragerud_ryan@svvsd.org or at the number below.

Sincerely,

Ryan Kragerud, AICP
Planning/GIS

Enc.: Attachment A – Specific Project Analysis
Cash-in-lieu chart

ATTACHMENT A - Specific Project Analysis

PROJECT: Niwot Hills

(1) SCHOOL CAPACITY

The Board of Education has established a District-wide policy of reviewing new development projects in terms of the impact on existing and approved school facilities within the applicable feeder system. Any residential project within the applicable feeder that causes the 125% school benchmark capacity to be exceeded within 5 years would not be supported. This determination includes both existing facilities and planned facilities from a voter-approved bond. The building capacity, including existing and new facilities, along with the impact of this proposal and all other approved development projects for this feeder is noted in the chart below.

CAPACITY INFORMATION				CAPACITY BENCHMARK *									
				(includes projected students, plus development's student impact)									
School	Building	Stdts.	Std.	2020-21		2021-22		2022-23		2023-24		2024-25	
Level	Capacity	Oct-20	Impact	Stdts	Cap.	Stdts	Cap.	Stdts	Cap.	Stdts	Cap.	Stdts	Cap.
Elementary	539	407	3	387	72%	391	73%	403	75%	410	76%	418	78%
Middle (SMS)	660	430	2	427	65%	433	66%	441	67%	450	68%	458	69%
High (NHS)	1568	1200	2	1214	77%	1216	78%	1211	77%	1210	77%	1211	77%
Total	2503		7	2028		2040		2055.2		2069.6		2087	

Specific comments concerning this proposal regarding School Capacity are as follows:

- *Specific Impact* - This application will add 11 Single Family units and a potential impact of 7 additional students in the **Niwot Elementary, Sunset Middle School & Niwot High School feeder system.**
- **Benchmark Determination – No school in this feeder is projected to exceed the 125% benchmark**
- **Mitigation Options – NA**
- **Phasing Plan – na**

(2) LAND DEDICATIONS AND CASH IN-LIEU FEES

The implementation of the Intergovernmental Agreement (IGA) Concerning Fair Contributions for Public School Sites by the City of Longmont requires that the applicant either dedicate land directly to the School District along with provision of the adjacent infrastructure and/or pay cash-in-lieu (CIL) fees based on the student yield of the development. CIL fees provide funds for land acquisition and water rights acquisition, which is only a small component of providing additional school capacity for a feeder. Specific comments regarding land dedications and CIL fees for this referral are as follows:

- *Dedication and/or Cash-in-lieu Requirements* – a land dedication is not required for this development therefore, CIL payments will be required.
- *Number of Units covered by dedication/cash-in-lieu* – (dwelling unit credits) n/a
- *Dedication/Cash-in-lieu Procedures* – CIL payments are made directly to Boulder County, please see the Building Department for payment procedures.

3) TRANSPORTATION/ACCESS

Transportation considerations for a project deal with bussing and pedestrian access to and from the subdivision. Pedestrian access, in particular, is an important goal of the School District in order to facilitate community connection to schools and to minimize transportation costs. Specific comments for this application are as follows:

- *Provision of Busing* - Busing for this project, under the current boundaries, would be provided.



Community Planning & Permitting

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302 • Tel: 303.441.3930 • Fax: 303.441.4856
 Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • www.bouldercounty.org

MEMO TO: Agencies
FROM: Pete L'Orange, Planner II
DATE: March 18, 2022
RE: Docket SD-22-0001

Docket SD-22-0001: Niwot Hills TDR PUD Subdivision Filing 3

Request: Request for a combined preliminary plan and final plat for the creation of eleven lots within the planned unit development of Niwot Hills using Transferable Development Rights.

Location: 6775 Niwot Hills Drive, TRACT 1 NIWOT HILLS TDR PUD FILING 2, NE 1/4 of Section 32, Township 2N, Range 69W.

Zoning: Agricultural (A)

Applicants/ Owners: Michael Markel, Ridgeline Development Corporation, and Niwot Hills LLC

This docket combines the Preliminary Plan and Final Plat processes into a single approval process since the proposal is part of an approved sketch plan (SD-99-0002), the proposal is consistent with that plan, and does not require extensive engineering, as allowed under Article 5-101.C of the Boulder County Land Use Code. This proposed final plat docket creates the parcels 14 through 23 and 33 as approved through the SD-99-02 Sketch Plan and is the last step in the process to create subdivided land. The final plat process will review the final engineering plans, the development agreement, letters of credit, conservation easements, deeds of development rights, home owners covenants, the plat, and any other necessary documents, reports and studies.

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Please return responses to the above address by **April 22, 2022**.

(Please note that due to circumstances surrounding COVID-19, application timelines and deadlines may need to be modified as explained in the CPP Notice of Emergency Actions issued March 23, 2020 (see <https://boco.org/covid-19-cpp-notice-20200323>).

We have reviewed the proposal and have no conflicts.
 Letter enclosed.

Signed *Martin Harders* Please PRINT Name Martin Harders



March 29, 2022

RE: SD-22-0001: Niwot Hills TDR PUD Subdivision Filing 3

Mr. L'Orange,

Before any work is performed on existing Left Hand Water District infrastructure or proposed Left Hand Water District infrastructure the applicant will be required to submit a Subdivision Service Review Form with Left Hand Water District. The application form is available online at lefthandwater.org.

Feel free to contact me if you have any questions or require further information.

Sincerely,

Martin Harders

Martin Harders
Civil Engineer I
Left Hand Water District
(303) 530-4200



COLORADO
Division of Water Resources
 Department of Natural Resources

March 23, 2022

Pete L'Orange, Planner II

Boulder County Community Planning & Permitting

Transmitted via email: plorange@bouldercounty.org

Re: Niwot Hills TDR PUD Subdivision Filing 3

Case No. SD-22-0001

Part of the NE ¼ of Sec. 32, Twp. 2N, Rng. 69W, 6th P.M. aka 6775 Niwot Hills Drive
 Water Division 1, Water District 6

Dear **Pete L'Orange:**

We have reviewed your March 18, 2022 submittal concerning the above referenced proposal to subdivide 28.2 acres known as Tract 1, Niwot Hills TDR PUD Filing 2, into 11 residential lots and one tract. The Niwot Hills TDR/PUD was approved in 1999; Phase I approved 17 lots in 2000; Phase II approved 8 lots in 2019; and this proposal will create 11 lots and one tract as part of Phase III.

Water Supply Demand

The proposed water uses and estimated water demand were not provided.

Source of Water Supply

The proposed water supply source for Lots 10A and 10B is service provided by the Left Hand Water District ("**District**") through individual existing taps. A will serve letter from the District committing to serving the lots was not provided.

According to the letter dated April 23, 2021 from Steve Buckbee of Left Hand Water District to Weld County ("**Water Supply Letter**"), the District owns 2,854 Left Hand Ditch Company ("**LHDCo**") shares. The District has four decrees changing the water rights associated with the LHDCo shares to municipal use, case nos. W-7596-74, 87CW127, 98CW313. Under the decrees the use of the changed LHDCo shares is limited to the Historic Irrigation Area and the District owns LHDCo Share water in excess of the development anticipated within the Historic Irrigation Area. In addition, the District agrees to maintain a minimum of 1 share per LHDCo area tap holder plus 10% additional shares.

Limitation on the amount of available LHDCo shares and their limitation on use only inside the Historic Irrigation Area requires another source of water for tap holders outside that boundary. According to Water Supply Letter, the District owns 7,366 units of Colorado Big Thompson ("**CBT**") Project water which is the source of water for the majority of the taps. The District maintains a surplus for drought protection as well as taps that can reasonably be expected to be activated in the near future.

Average and dry water yield estimates were not provided, however the District has a drought contingency plan to supply their commitments during water shortages. The District forecasts that water demand may increase to 120% of the historical average demand, which in 2013 was 3,570 acre-feet. The District plans to increase ability to meet a forecasted water demand of 7,060 acre-



feet by 2024. The District currently serves 1,970 LHDCo taps and 5,630 CBT taps. Currently the District has approximately 19% reserves of LHDCo shares and 18% reserves of CBT water based on its current commitments.

State Engineer's Office Opinion

Based on the above and pursuant to section 30-28-136(1)(h)(I) and 30-28-136(1)(h)(II), C.R.S., the **State Engineer's Office has not received enough information to render an opinion regarding the potential for causing material injury to decreed water rights, or the adequacy of the proposed water supply.** Prior to further review of the subdivision water supply plan the following information is required:

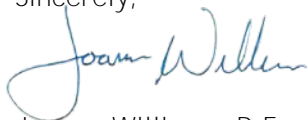
1. A completed Water Supply Information Summary Sheet (GWS-76), or report, that specifies the proposed uses and water requirements for the subdivision.
2. A will serve letter from Left Hand Water District committing to serving the subdivision.

Additional Comments

The application materials indicate that a storm water detention structure will be constructed as a part of this project. The Applicant should be aware that, unless the structure can meet the **requirements of a "storm water detention and infiltration facility" as defined in section 37-92-602(8), C.R.S.**, the structure may be subject to administration by this office. The Applicant should review the ***Division of Water Resources' Administrative Statement Regarding the Management of Storm Water Detention Facilities and Post-Wildland Fire Facilities in Colorado***, attached, to ensure that the notification, construction and operation of the proposed structure meets statutory and administrative requirements. The Applicant is encouraged to use Colorado Stormwater Detention and Infiltration Facility Notification Portal, located at <https://maperture.digitaldataservices.com/gvh/?viewer=cswdif>, to meet the notification requirements.

If you or the Applicant have any questions, please contact Wenli Dickinson at (303) 866-3581 x8206 or at Wenli.Dickinson@state.co.us.

Sincerely,



Joanna Williams, P.E.
Water Resource Engineer

Attachment: ***Division of Water Resources' Administrative Statement Regarding the Management of Storm Water Detention Facilities and Post-Wildland Fire Facilities in Colorado***

Ec: Subdivision file no. 29134



Community Planning & Permitting

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302 • Tel: 303.441.3930 • Fax: 303.441.4856
 Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • www.bouldercounty.org

MEMO TO: Agencies
FROM: Pete L'Orange, Planner II
DATE: March 18, 2022
RE: Docket SD-22-0001

Docket SD-22-0001: Niwot Hills TDR PUD Subdivision Filing 3

Request: Request for a combined preliminary plan and final plat for the creation of eleven lots within the planned unit development of Niwot Hills using Transferable Development Rights.

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Zoning: Agricultural (A)

Applicants/ Owners: Michael Markel, Ridgeline Development Corporation, and Niwot Hills LLC

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We have reviewed the proposal and have no conflicts.

Letter enclosed.

Signed *Vanessa McCracken* Please PRINT Name Vanessa McCracken

Agency or Address Longmont Conservation District



Community Planning & Permitting

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302 • Tel: 303.441.3930 • Fax: 303.441.4856
 Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • www.bouldercounty.org

MEMO TO: Agencies
FROM: Pete L'Orange, Planner II
DATE: March 18, 2022
RE: Docket SD-22-0001

Docket SD-22-0001: Niwot Hills TDR PUD Subdivision Filing 3

Request: Request for a combined preliminary plan and final plat for the creation of eleven lots within the planned unit development of Niwot Hills using Transferable Development Rights.

Location: 6775 Niwot Hills Drive, TRACT 1 NIWOT HILLS TDR PUD FILING 2, NE 1/4 of Section 32, Township 2N, Range 69W.

Zoning: Agricultural (A)

Applicants/ Owners: Michael Markel, Ridgeline Development Corporation, and Niwot Hills LLC

This docket combines the Preliminary Plan and Final Plat processes into a single approval process since the proposal is part of an approved sketch plan (SD-99-0002), the proposal is consistent with that plan, and does not require extensive engineering, as allowed under Article 5-101.C of the Boulder County Land Use Code. This proposed final plat docket creates the parcels 14 through 23 and 33 as approved through the SD-99-02 Sketch Plan and is the last step in the process to create subdivided land. The final plat process will review the final engineering plans, the development agreement, letters of credit, conservation easements, deeds of development rights, home owners covenants, the plat, and any other necessary documents, reports and studies.

This process includes public hearings before the Boulder County Planning Commission and Board of County Commissioners. Adjacent property owners and holders of liens, mortgages, easements or other rights in the subject property are notified of these hearings.

The Community Planning & Permitting staff, Planning Commission, and County Commissioners value comments from individuals and referral agencies. Please check the appropriate response below or send a letter to the Community Planning & Permitting Department at P.O. Box 471, Boulder, Colorado 80306 or via email to planner@bouldercounty.org. All comments will be made part of the public record and given to the applicant. Only a portion of the submitted documents may have been enclosed; you are welcome to call the Community Planning & Permitting Department at 303-441-3930 or email planner@bouldercounty.org to request more information. If you have questions regarding this application, please contact our office at (303) 441-3930 or me via email at plorange@bouldercounty.org.

Please return responses to the above address by **April 22, 2022**.

(Please note that due to circumstances surrounding COVID-19, application timelines and deadlines may need to be modified as explained in the CPP Notice of Emergency Actions issued March 23, 2020 (see <https://boco.org/covid-19-cpp-notice-20200323>).

We have reviewed the proposal and have no conflicts.

Letter enclosed.

Signed *Matt Ashley* Please PRINT Name Matt Ashley, Property Agent

Agency or Address City of Boulder Open Space and Mountain Parks



Community Planning & Permitting

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We have reviewed the proposal and have no conflicts.
 Letter enclosed.

Signed [Signature] Please PRINT Name L. Ana Penfold
Mountain View Fire Rescue

Matt Jones County Commissioner

Claire Levy County Commissioner

Marta Loachamin County Commissioner



Community Planning & Permitting

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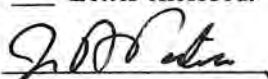
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We have reviewed the proposal and have no conflicts.

Letter enclosed.

Signed 

Please PRINT Name JOE PADIA

COLORADO PARKS AND WILDLIFE

Matt Jones County Commissioner

Claire Levy County Commissioner

Marta Loachamin County Commissioner

RESOLUTION 99-142

A RESOLUTION CONDITIONALLY APPROVING BOULDER COUNTY LAND USE DOCKET #SD-99-02 ("NIWOT HILLS SUBDIVISION TDR/PUD SKETCH PLAN"): A SKETCH PLAN FOR A TRANSFERRED DEVELOPMENT RIGHT PLANNED UNIT DEVELOPMENT (TDR/PUD) CONSISTING OF 46 LOTS ON A 160± ACRE PARCEL OF PROPERTY LOCATED AT 9300 NIWOT ROAD, ON THE SOUTHWEST CORNER OF THE NIWOT ROAD/N. 95TH STREET INTERSECTION, EAST OF MORTON HEIGHTS, SOUTH OF THE BOULDER AND WHITE ROCK DITCH, IN SECTION 32, T2N, R69W

WHEREAS, Michael Markel ("Applicant") has requested approval of a sketch plan for 46 lots on the approximately 160-acre parcel of property which is located as described in the caption to this Resolution, above ("the Subject Property"), in the Agricultural Zoning District in unincorporated Boulder County; and

WHEREAS, the site is the northern two-thirds of approved Receiving Site 1A, as shown on the adopted Boulder County Niwot Sending and Receiving Sites Map; and

WHEREAS, the Applicant is proposing to plat a total of 46 lots, consisting of 2 units per 35 acres on the Subject Property (resulting in 8 units), with the remaining 38 units to be transferred from the designated Niwot Sending Areas in compliance with Article 6-700(K) of the Boulder County Land Use Code ("the Land Use Code"); and

WHEREAS, the above-described request was processed and reviewed as Boulder County Land Use Docket #SD-99-02 ("the Docket"), all as further described in the Boulder County Land Use Department Planning Staff's Memorandum and written recommendation to the Boulder County Board of County Commissioners ("the Board") dated August 12, 1999, with its attachments ("the Staff Recommendation"); and

WHEREAS, on June 16, 1999, the Boulder County Planning Commission ("the Planning Commission") held a duly-noticed public hearing on the Docket, and recommended conditional approval of the Docket to the Board; and

WHEREAS, on August 12, 1999, as continued to September 7, 1999, the Board held a duly-noticed public hearing on the Docket ("the Public Hearing"), at which time the Board considered the

Staff Recommendation and the recommendation of the Planning Commission, and also considered the documents and testimony presented by the County Land Use Department Planning Staff, the Applicant, and several members of the public, all as reflected in the official record of the Public Hearing; and

WHEREAS, at the Public Hearing on September 7, 1999 the Applicant presented a revised sketch plan proposal, to conform with observations and to address concerns which the Board expressed at the August 12 Public Hearing ("the Revised Sketch Plan"); and

WHEREAS, based on the Public Hearing, the Board finds that the Docket, specifically in the form of the Revised Sketch Plan, meets the criteria for a sketch plan for a TDR/PUD subdivision replat pursuant to Articles 5 and 6 of the Land Use Code, subject to the conditions stated below.

NOW, THEREFORE, BE IT RESOLVED that the Docket is hereby approved, on the basis and terms set forth in this Resolution, above, and subject to the following conditions:

1. The County reserves the right to review the timing for the use ratio of on-site density versus transferred development rights at the Preliminary Plan and Final Plat stages.
2. The County reserves the right to review subdivision access, building heights, building envelopes, design guidelines and landscaping, and subdivision phasing, at the Preliminary Plan and Final Plat stages.
3. The Applicant shall be subject to all requirements of the Left Hand Water District, Niwot Sanitation District, and the Mountain View Fire Protection District.
4. All new residences shall meet all applicable building and fire codes in effect at the time of building permit issuance.
5. The Applicant shall be subject to the terms, conditions, and commitments of record for the Docket.
6. Required land dedications including parks and schools shall be met by cash-in-lieu of land.

7. Development within the Niwot Hills TDR/FID shall be subject to the appropriate County growth management plan and/or open space-impact fee and school impact fee plans, if and when adopted.

A motion to approve the Docket, as stated above, was made by Commissioner Mendez, seconded by Commissioner Stewart, and passed by a 2-0 vote, with Commissioner Danish excused.

ADOPTED this 16th day of September, 1999, nunc pro tunc the 7th day of September, 1999.

BOARD OF COUNTY COMMISSIONERS
OF BOULDER COUNTY:

Ronald K. Stewart
Ronald K. Stewart, Chair

Jana L. Mendez
Jana L. Mendez, Vice Chair

Paul D. Danish, Commissioner
(EXCUSED)



ATTEST:

Aimee M. Casdorph
Clerk to the Board

RESOLUTION 2000-56

A RESOLUTION CONDITIONALLY APPROVING BOULDER COUNTY LAND USE DOCKET #SD-99-02 ("NIWOT HILLS SUBDIVISION TDR/PUD PRELIMINARY PLAN" (PHASE I)): A PRELIMINARY PLAN FOR A TRANSFERRED DEVELOPMENT RIGHT PLANNED UNIT DEVELOPMENT (TDR/PUD) CONSISTING OF 46 LOTS, SPECIFICALLY FOR THE 17 LOTS PROPOSED AS PHASE I OF THE SUBDIVISION, ON A 160± ACRE PARCEL OF PROPERTY LOCATED AT 9300 NIWOT ROAD, ON THE SOUTHWEST CORNER OF THE NIWOT ROAD/N. 95TH STREET INTERSECTION, EAST OF MORTON HEIGHTS, SOUTH OF THE BOULDER AND WHITE ROCK DITCH, IN SECTION 32, T2N, R69W

WHEREAS, Michael Markel ("Applicant") has received sketch plan approval (Resolution 99-142) for a proposed transferable development rights/planned unit development subdivision consisting of 46 lots on the approximately 160-acre parcel of property which is located as described in the caption to this Resolution, above ("the Subject Property"), in the Agricultural Zoning District in unincorporated Boulder County; and

WHEREAS, in the current application, the Applicant requests preliminary plan approval for the first 17 of the 46 lots to be developed (Phase I of the subdivision), located in the northwest area of the subdivision; and

WHEREAS, the Applicant indicates that the remainder of the development will likely be constructed in one to four phases; and

WHEREAS, the above-described request (preliminary plan for Phase I of the subdivision) was processed and reviewed as Boulder County Land Use Docket #SD-99-02 ("the Docket"), all as further described in the Boulder County Land Use Department Planning Staff's Memorandum and written recommendation to the Boulder County Board of County Commissioners ("the Board") dated April 25, 2000, with its attachments ("the Staff Recommendation"); and

WHEREAS, on March 15, 2000, the Boulder County Planning Commission ("the Planning Commission") held a duly-noticed public hearing on the Docket, and recommended conditional approval of the Docket to the Board; and

WHEREAS, on April 25, 2000, the Board held a duly-noticed public hearing on the Docket ("the Public Hearing"), at which time the Board considered the Staff Recommendation and the recommendation of the Planning Commission, and also considered the documents and testimony presented by the County Land Use Department Planning Staff, the County Transportation Planning Manager, the Applicant, and several members of the public, all as reflected in the official record of the Public Hearing; and

ATTCHMENT C

WHEREAS, based on the Public Hearing, the Board finds that the Docket (proposed preliminary plan for Phase I) meets the criteria for a preliminary plan for a TDR/PUD subdivision pursuant to Articles 5 and 6 of the Land Use Code, subject to the conditions stated below.

NOW, THEREFORE, BE IT RESOLVED that the Docket is hereby approved, on the basis and terms set forth in this Resolution, above, and subject to the following conditions:

1. The County reserves the right to review the timing for the use ratio of on-site density versus transferred development rights at future preliminary plan and final plat stages.
2. The County reserves the right to review subdivision building heights, building envelopes, design guidelines and landscaping, and final trail location, at the final plat stage for Phase I.
3. The Applicant shall be subject to all requirements of the Left Hand Water District, Niwot Sanitation District, and the Mountain View Fire Protection District.
4. All new residences shall meet all applicable building and fire codes in effect at the time of building permit issuance.
5. The Applicant shall be subject to the terms, conditions, and commitments of record for the Docket.
6. Required land dedications including parks and schools shall be met by cash-in-lieu of land.
7. Development within the Niwot Hills TDR/PUD shall be subject to the appropriate County growth management plan and/or open space-impact fee and school impact fee plans, if and when adopted.
8. The Applicant shall submit an outlot management plan for the review and approval of County staff at the final plat stage for Phase I.

A motion to approve the Docket, as stated above, was made by Commissioner Mendez, seconded by Commissioner Danish, and passed by a 3-0 vote.

ADOPTED this 27th day of April, 2000, nunc pro tunc
the 25th day of April, 2000.



BOARD OF COUNTY COMMISSIONERS
OF BOULDER COUNTY:

Ronald K. Stewart
Ronald K. Stewart, Chair

Jana L. Mendez
Jana L. Mendez, Vice Chair

Paul D. Danish
Paul D. Danish, Commissioner

ATTEST:

Susan M. Ashcraft
Clerk to the Board

RESOLUTION 2002-132

A RESOLUTION CONDITIONALLY APPROVING BOULDER COUNTY LAND USE DOCKET #SD-99-02 ("NIWOT HILLS TDR/PUD SUBDIVISION FINAL PLAT" (PHASE I)): A REQUEST FOR APPROVAL OF A FINAL PLAT, WITH ASSOCIATED SITE SPECIFIC DEVELOPMENT PLAN, FOR A RECEIVING SITE FOR A PROPOSED TRANSFERABLE DEVELOPMENT RIGHTS (TDR)/PLANNED UNIT DEVELOPMENT (PUD) SUBDIVISION, FOR "PHASE I" CONSISTING OF 19 LOTS (REVISED FROM AN ORIGINAL REQUEST FOR 17 LOTS), TO BE PLATTED BASED UPON A SKETCH PLAN APPROVED FOR A TOTAL OF 46 LOTS, ON PROPERTY LOCATED AT 9300 NIWOT ROAD, ON THE SOUTHWEST CORNER OF NIWOT ROAD AND N. 95TH STREET, EAST OF MORTON HEIGHTS AND SOUTH OF THE BOULDER AND WHITE ROCK DITCH, IN SECTION 32, T2N, R69W

WHEREAS, Michael Markel ("Applicant") has requested approval of a final plat, with associated site specific development plan, for 19 lots (revised from an original final plat request for 17 lots), as "Phase I" of a subdivision development which has an approved sketch plan for a total of 46 lots under the transferable development rights ("TDR") subdivision provisions of Article 6 of the Boulder County Land Use Code ("the Land Use Code"), on a 156.8-acre parcel of property which is located as described in the caption to this Resolution, above ("the Subject Property"), in the Agricultural Zoning District in unincorporated Boulder County; and

WHEREAS, the Boulder County Board of County Commissioners ("the Board") approved the sketch plan for the proposed subdivision (total of 46 lots) in Resolution 99-142, and the preliminary plan for Phase I of the proposed development (17 lots) in Resolution 2002-56, adopted April 27, 2000; and

WHEREAS, the above-described final plat request (Phase I to plat 19 lots) was processed and reviewed as part of Boulder County Land Use Docket #SD-99-02 ("the Docket"), all as further described in the Boulder County Land Use Department Planning Staff's Memorandum and written recommendation to the Board dated August 6, 2002, with its attachments ("the Staff Recommendation"); and

WHEREAS, on June 19, 2002, the Boulder County Planning Commission ("the Planning Commission") held a duly-noticed public hearing on the Docket, and recommended conditional approval of the Docket to the Board; and

WHEREAS, on August 6, 2002, as continued to September 3, 2002 (to provide notice of the requested increase in platted lots from 17 to 19), and as continued again to September 24, 2002 (to allow an opportunity for the Applicant to work with Patina Oil &

Gas Corporation, mineral rights lessee in the Subject Property, in an attempt to resolve Patina's objections to the proposed final plat), the Board held a duly-noticed public hearing on the Docket ("the Public Hearing"), at which time the Board considered the Staff Recommendation and the recommendation of the Planning Commission, as well as the documents and testimony provided by the County Land Use Department, County Attorney's Office, representatives of the Applicant and of Patina Oil & Gas Corporation, and a member of the public; and

WHEREAS, at the Public Hearing on September 24, 2002, representatives of the Applicant and of Patina Oil & Gas Corporation stated that they had reached a written agreement whereby Patina had relinquished its rights to use the surface of the Subject Property (proposed Phase I development) for oil and gas exploration and development purposes, and on that basis Patina formally withdrew its objections to the Docket (Phase I final plat); and

WHEREAS, based on the Public Hearing, the Board finds that the Docket (Phase I final plat) meets the criteria in Articles 5 and 6 of the Land Use Code for a final plat for a TDR/PUD subdivision, and can be approved, subject to the conditions stated below, and finds further that with the Applicant's submission of the standard County development/subdivision agreement, the Docket meets the criteria for and can be approved as a site-specific development plan, also subject to the conditions stated below.

NOW, THEREFORE, BE IT RESOLVED that the Docket (Phase I final plat for 19 lots) is hereby approved, subject to the following terms and conditions:

- 1) The Applicant shall be subject to the dedication requirements for schools, parks and roads, per Section 7-1300 of the Land Use Code. As part of the dedication requirements, the Applicant shall dedicate a non-exclusive public access easement for the proposed trail system, and shall complete the construction of the trail, which is to be maintained by the Homeowners Association.
- 2) The Applicant shall be subject to all Mountain View Fire Protection District requirements for fire protection, Left Hand Water District requirements for public water service, and Niwot Sanitation District requirements for sewer service.

ATTCHMENT C

- 3) Development within the Niwot Hills TDR/PUD shall be subject to the appropriate County growth management plan and/or open space-impact fee and school impact fee plans, if and when adopted.
- 4) The development shall be subject to building heights, building envelopes, building colors, and landscaping requirements, as required for the submittal that are to be part of the official Docket file. In addition, prior to recordation, the Applicant shall submit covenants with design guidelines and landscaping requirements for the review and approval by the County Land Use Department staff, which shall be an official part of the Docket file for purposes of building permit review.
- 5) Development on the platted lots shall be subject to County's the typical Site Plan Review standards for a plains area dwelling, including lighting, revegetation, and grading requirements. The Applicant or his successor(s) shall provide an acceptable form of guarantee for the required landscaping if weather is not conducive for installation within 12 months of issuance of the certificate of Occupancy.
- 6) The County Land Use, County Transportation, County Parks & Open Space, and County Attorney staffs shall review and approve, as necessary, all final plat documents, including but not limited to a final plat, subdivision/development agreement, and covenants prior to recordation.
- 7) Sending units shall come from the Sending Site area designated on the Niwot TDR Area Map for the Niwot Hills TDR/PUD, as required in Section 6-700(K) of the Land Use Code. Phase I shall consist of three units by right and sixteen transferred development rights.
- 8) The Applicant shall be subject to the terms, conditions, and commitments of record for the Docket (all approved subdivision phases).
- 9) Pursuant to the site-specific development plan approved herein, the County grants a statutory vested right for the Phase I final plat (19 lots), which shall run for a period of three years beginning on the date of adoption of this Resolution as set forth below. The vested right granted herein shall expire immediately upon the running of this three-year period, unless the Board in its discretion approves

an extension pursuant to the applicable provisions of the Land Use Code.

BE IT FURTHER RESOLVED that the Chair of the Board is hereby authorized to sign the final plat and any other documents associated with the Docket, as approved by the Land Use Department in accordance with the terms of this approval.

A motion to approve the Docket, as stated above, was made by Commissioner Stewart, seconded by Commissioner Danish, and passed by a 2-0 vote, with Commissioner Mendez excused.

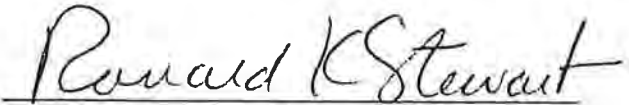
ADOPTED this 1st day of October, 2002, nunc pro tunc the 24th day of September, 2002.

**BOARD OF COUNTY COMMISSIONERS
OF BOULDER COUNTY:**

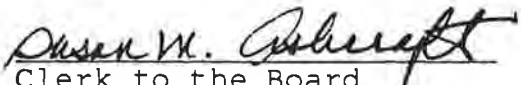


Jana L. Mendez, Chair
(EXCUSED)


Paul D. Danish, Vice Chair


Ronald K. Stewart, Commissioner

ATTEST:


Clerk to the Board

ATTACHMENT C

RESOLUTION 2019-18

**A resolution conditionally approving Boulder County Land Use Docket SD-18-0001:
Niwot Hills Transferable Development Rights/Planned Unit Development Subdivision
Filing 2**

Recitals

A. Ridgeline Development Corporation (the “Applicant”) applied to Boulder County under Article 5 of the Boulder County Land Use Code (the “Code”) requesting a combined sketch plan, preliminary plan, and final plat approval for the creation of seven lots within the planned unit development of Niwot Hills using Transferable Development Rights.

B. The subject property is located at 0 Niwot Hills Drive, identified as Boulder County Assessor’s Parcel #131532025007, on the southwest corner of Niwot Road and North 95th Street, in Section 32, Township 2 North, Range 69 West, in an Agricultural zoning district in unincorporated Boulder County.

C. In 1999, Resolution 99-142 approved a Sketch Plan for a transferable development rights/planned unit development subdivision (“TDR/PUD”) consisting of 46 lots on an approximately 160-acre parcel. (**Exhibit A, Figure 1**). A Preliminary Plan for Phase I of the subdivision, consisting of 17 lots was approved through Resolution 2000-56 in April 2000. The Final Plat for Phase I, consisting of 19 development lots, one remainder development lot, and two Outlots was approved through Resolution 2002-132 in October 2002. (**Exhibit A, Figure 2**).

D. Per conditions of approval found in Resolution 2002-132, the following documents were recorded on September 22, 2004:

- a. The Final Plat for Niwot Hills TDR/PUD Subdivision (Reception #2629145);
- b. A Development/Subdivision Agreement Governing Developer’s Obligations in Niwot Hills TDR/PUD Subdivision Phase I (Reception #2629146);
- c. A Boulder County held conservation easement encumbering Outlots A and B of the recorded plat of Niwot Hills Subdivision Phase I (Reception #2629179); and
- d. A Declaration of Covenants, Conditions, and Restrictions of Niwot Hills (Reception #2629180).

E. Amended Design Guidelines – Rules and Regulations were subsequently recorded in June 2006 (Reception #2784866) and August 2016 (Reception #03538972).

F. The Applicant requests approval of both a Preliminary Plan and a Final Plat Filing 2 of the approved Niwot Hills TDR/PUD. Filing 2 proposes to create eight lots – seven of

ATTACHMENT C

approximately 1.0 acre each, and one of approximately 28 acres – within the area of the approved Niwot Hills TDR/PUD Sketch Plan. (**Exhibit A, Figure 3**).

G. The subject property is located at the southwest corner of Niwot Road and North 95th Street. The approximately 160-acre site of Niwot Hills Subdivision currently consists of 19 development lots – 19 lots of approximately 1.5 acres each, and one lot of approximately 37 acres – and two Outlots – A (approximately 21.6 acres) and B (approximately 61.5 acres). The Boulder and Whiterock Ditch runs through the northern portion of the site and has associated wetlands and vegetation adjacent to this corridor. Also located to the north of this site are Rocky Mountain Christian Church, Quiet Retreat Non-Urban Planned Unit Development, and Niwot High School. Morton Heights Subdivision is located immediately to the west, Legend Ridge TDR/PUD is located to the southwest, and agricultural land and single-family residences are located to the south and east.

H. The site is the northern 2/3 of approved Receiving Site 1A, as shown on the Niwot Sending and Receiving Sites Map. The Applicant proposes to plat a total of 46 lots, 19 of which were platted through the approval of Phase I Final Plat, and seven of which are proposed through this application. The remaining 20 lots are proposed to be platted through subsequent phases. Application materials state that additional lots are not being proposed through this application due to the “*scarcity of TDRs for the Niwot Receiving Area and subarea.*” TDRs are to be transferred from the designated Niwot Sending Areas in compliance with Article 6-700.K of the Code.

I. Regarding the future development anticipated for the proposed lots, application materials state, “*Filing 2 is adhering to the approved Niwot Hills Architectural Guidelines without modifications.*” The Amended Design Guidelines – Rules and Regulations for Niwot Hills adopted by the Niwot Hills Homeowners Association in July 2016 includes standards and requirements similar to those typically considered during the Land Use Site Plan Review application process, including but not limited to setback requirements, building height, building size, number of parking spaces per residence, building materials and colors, exterior lighting, and landscaping.

J. The Boulder County Planning Commission considered the application on December 19, 2018, unanimously recommended approval, and certified the docket for action to the Board of County Commissioners (the “Board”).

K. The above-described request was processed and reviewed as Boulder County Land Use Docket SD-18-0001 (the “Docket”), as further described in the memorandum and written recommendation to the Board by Boulder County Land Use Department planning staff dated February 12, 2019, together with its attachments (the “Staff Recommendation”). The Staff Recommendation found that the Docket could meet the criteria for approval, and therefore,

ATTACHMENT C

recommended that the Board conditionally approve the Docket.

L. At a public hearing on the Docket held February 12, 2019 (the “Public Hearing”), as further reflected in the official record of the hearing, the Board considered the Staff Recommendation as well as the documents and testimony presented by Boulder County Land Use Department planning staff and the Applicant’s agent, Jason Markel. Two members of the public spoke.

M. Based on the Public Hearing, the Board finds that the Docket meets the criteria for sketch plan, preliminary plan, and final plat approval under Articles 5-102, 5-202, and 5-302 of the Code, respectively, subject to the conditions stated below.

Therefore, the Board resolves:

Docket SD-18-0001 is approved on the basis and terms set forth in this Resolution, above, and subject to the following conditions:

1. Applicant shall be subject to the dedication requirements for schools, parks, and roads, per Article 7-1300 of the Code.
2. Applicant shall be subject to all Mountain View Fire Protection District requirements for fire protection, Left Hand Water District requirements for public water service, and Niwot Sanitation District requirements for sewer service.
3. Development within the Niwot Hills TDR/PUD will be subject to the appropriate County growth management plan and/or open space impact fee and school impact fee plans, if and when adopted.
4. A final plat map which complies with Article 3-203.5 must be recorded. Prior to recordation of the final plat, the plat shall be reviewed by the Land Use Department.
5. Development on the platted lots will be subject to the standards and requirements set forth in the adopted Amended Design Guidelines – Rules and Regulations for Niwot Hills that was adopted by the Niwot Hills Homeowners Association in July 2016.
6. Sending units shall come from the Sending Site area designated on the Niwot TDR Area Map for the Niwot Hills TDR/PUD, as required in Section 6-700.K of the Code. Filing 2 shall consist of eight transferred development rights.

ATTACHMENT C

7. County Land Use, Transportation, Parks & Open Space, and Attorney staff shall review and approve, as necessary, all final plat documents, including but not limited to a final plat, subdivision/development agreement, and amended covenants prior to recordation.

8. Prior to recordation of the final plat, Applicant shall provide a development agreement in compliance with Article 3-206.B of the Code.

9. Applicant shall be subject to the terms, conditions and commitments of record and in the file for Docket SD-18-0001: Niwot Hills TDR/PUD Subdivision Filing 2 (all approved subdivision phases).

A motion to approve the Docket was made by Commissioner Deb Gardner, seconded by Commissioner Matt Jones, and passed by a 3-0 vote.

ADOPTED as a final decision of the Board on this 12th day of March 2019.

**BOARD OF COUNTY COMMISSIONERS
OF BOULDER COUNTY:**

DocuSigned by:
Elise Jones
193511B0BE6A470...

Elise Jones, Chair

DocuSigned by:
Deb Gardner
6E741196D6C0495...

Deb Gardner, Vice Chair

DocuSigned by:
Matt Jones
8D5A90696B414E2...

Matt Jones, Commissioner

ATTEST:

DocuSigned by:
Cecilia Lacey
A9048B42B8ED46B...

Clerk to the Board

ATTACHMENT C

Exhibit A

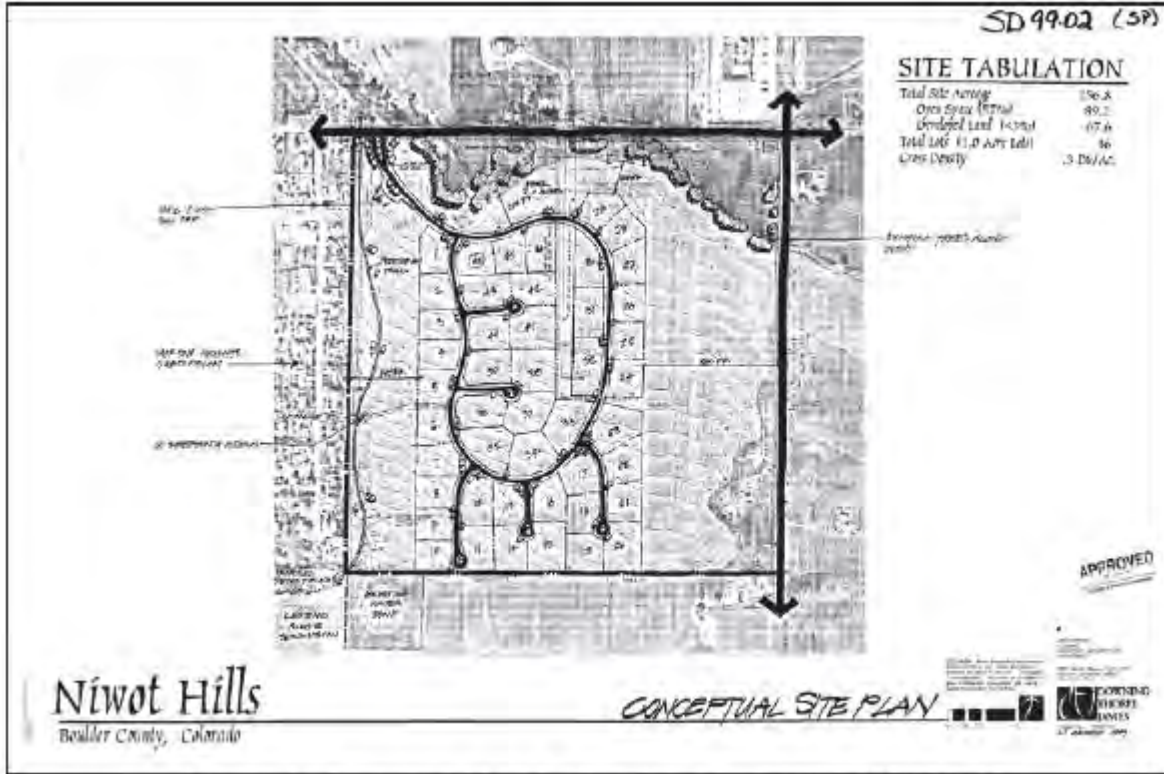


Figure 1: Approved Sketch Plan for Niwot Hills TDR/PUD

ATTACHMENT C

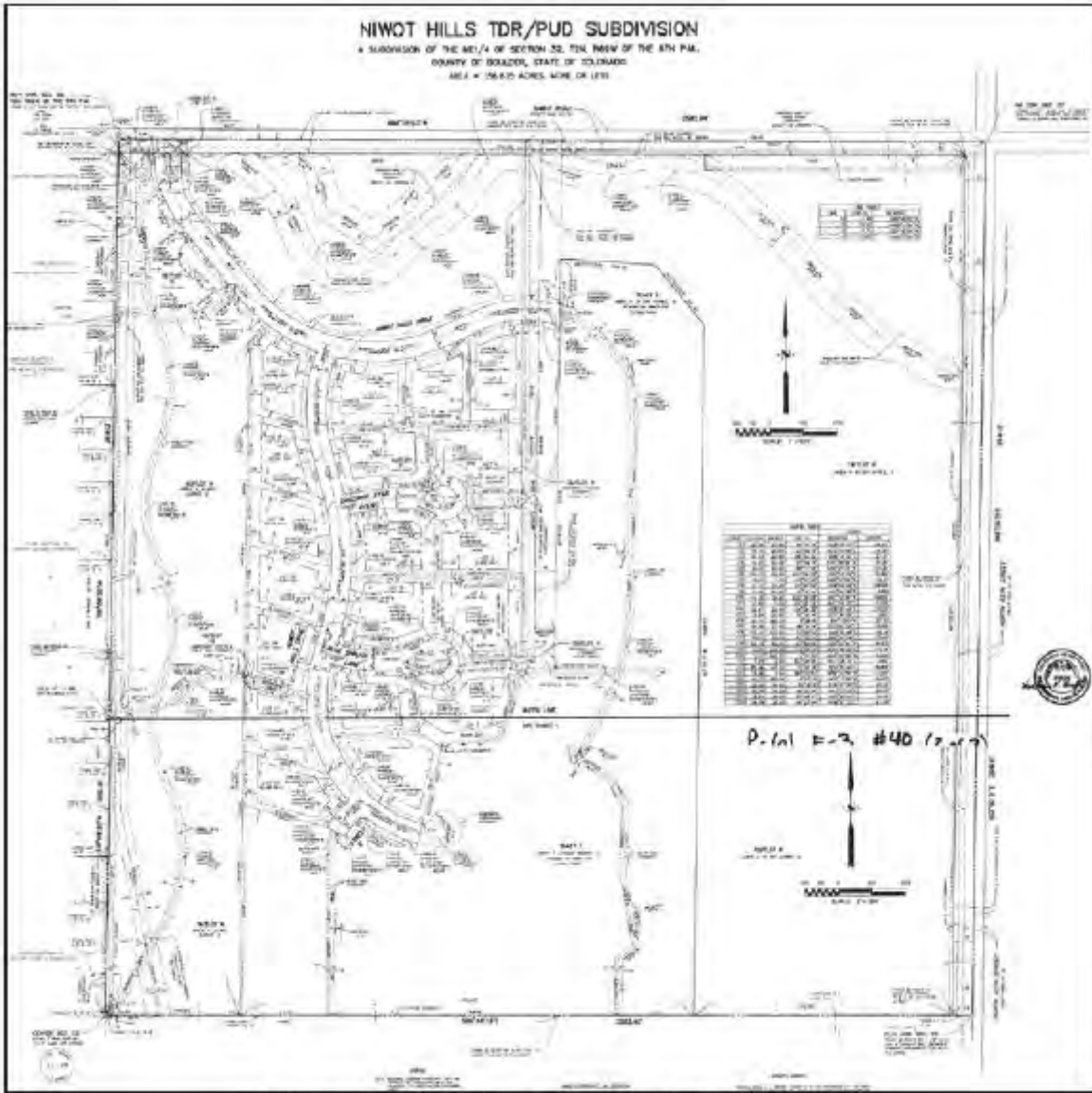


Figure 2: Final Plat for Niwot Hills Phase I

ATTACHMENT C

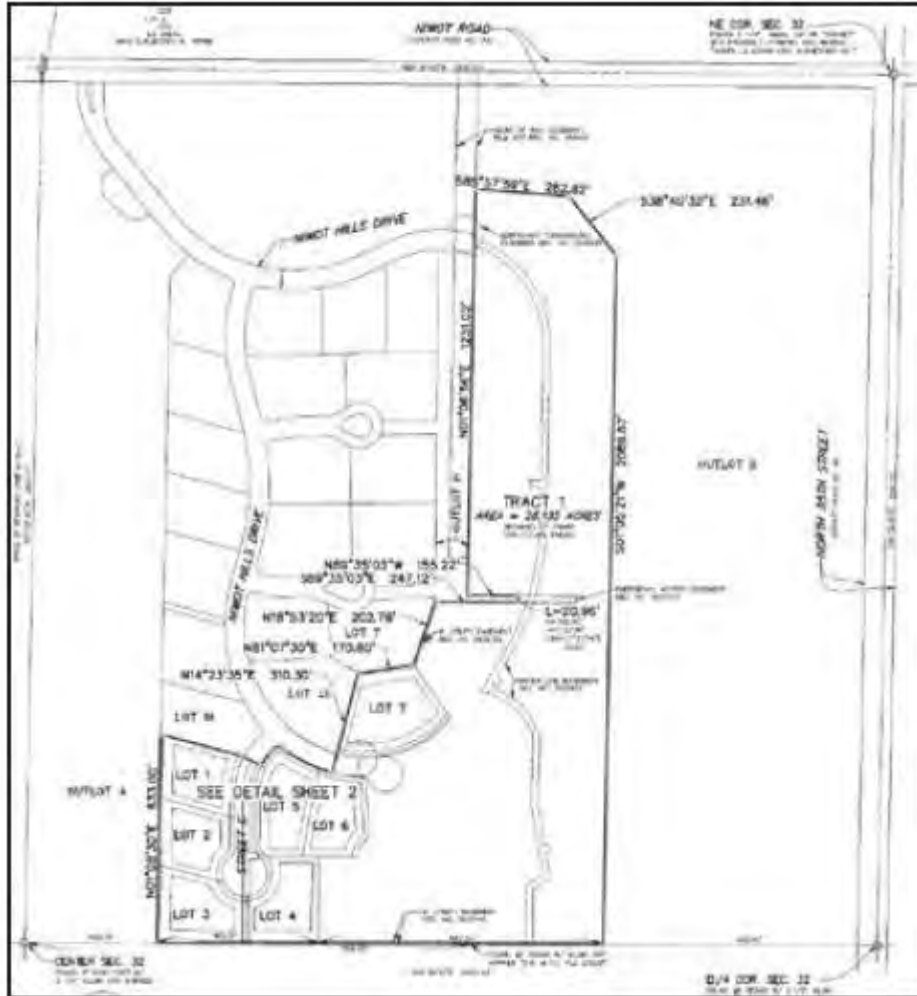
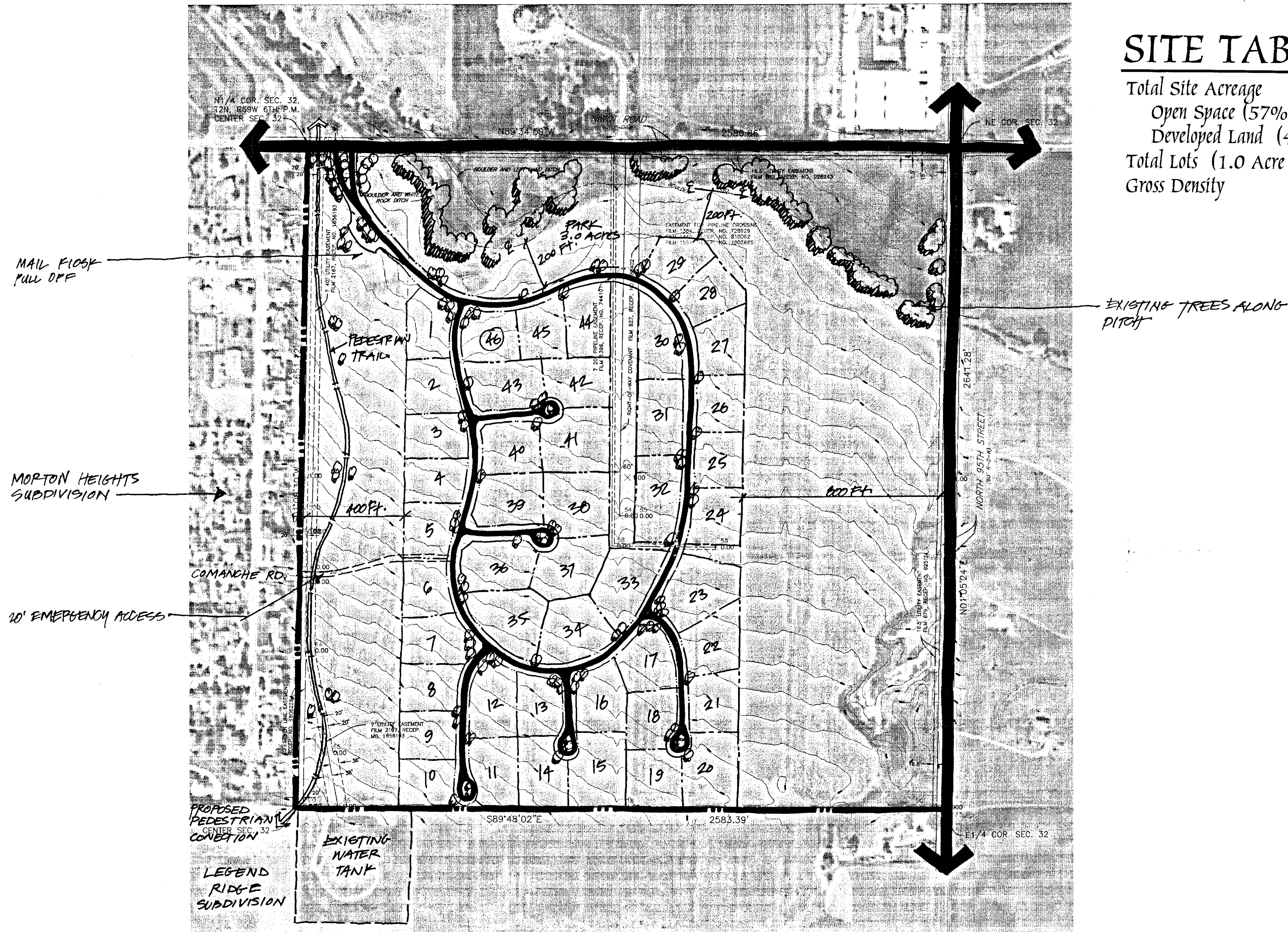


Figure 3: Proposed lots of Niwot Hills Filing 2

SD 99-02 (SP)

SITE TABULATION

Total Site Acreage	156.8
Open Space (57%)	89.2
Developed Land (43%)	67.6
Total Lots (1.0 Acre Lots)	46
Gross Density	.3 Du/Ac.



APPROVED
9-7-99
By Board of County Commissioners

Niwot Hills
Boulder County, Colorado

CONCEPTUAL SITE PLAN

DISCLAIMER: Base information provided by Drexel Barrell & Co. Aerial information provided by Aerial Photo USA. Topography is approximated. Accuracy of alignment of base information, topography and aerial is approximated and not verified.



ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE
ENGINEERING

1881 Ninth Street, Suite 103
Boulder, Colorado 80302
303-443-7533

**DOWNING
THORPE
JAMES**

Project No.: 98080.10
27 AUGUST 1999

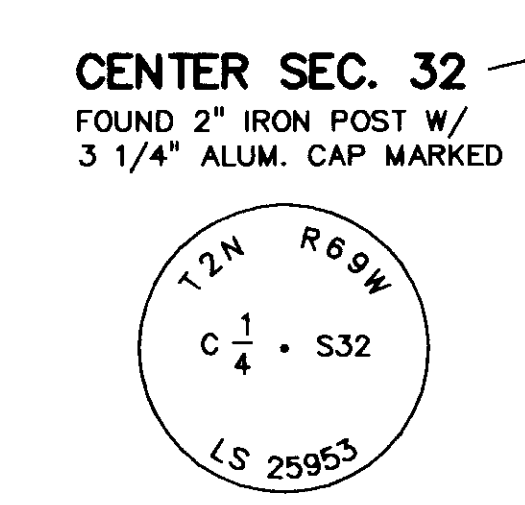
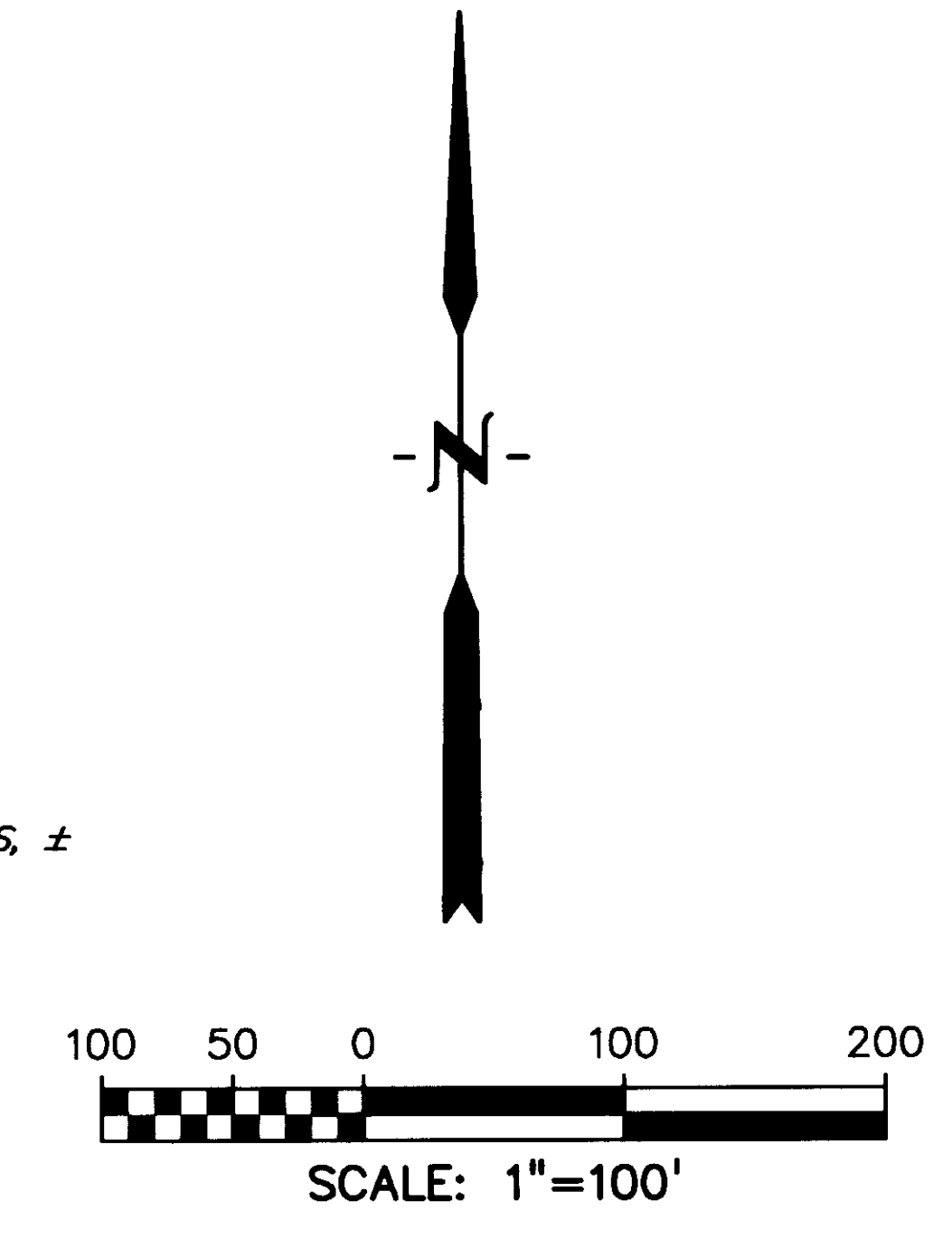
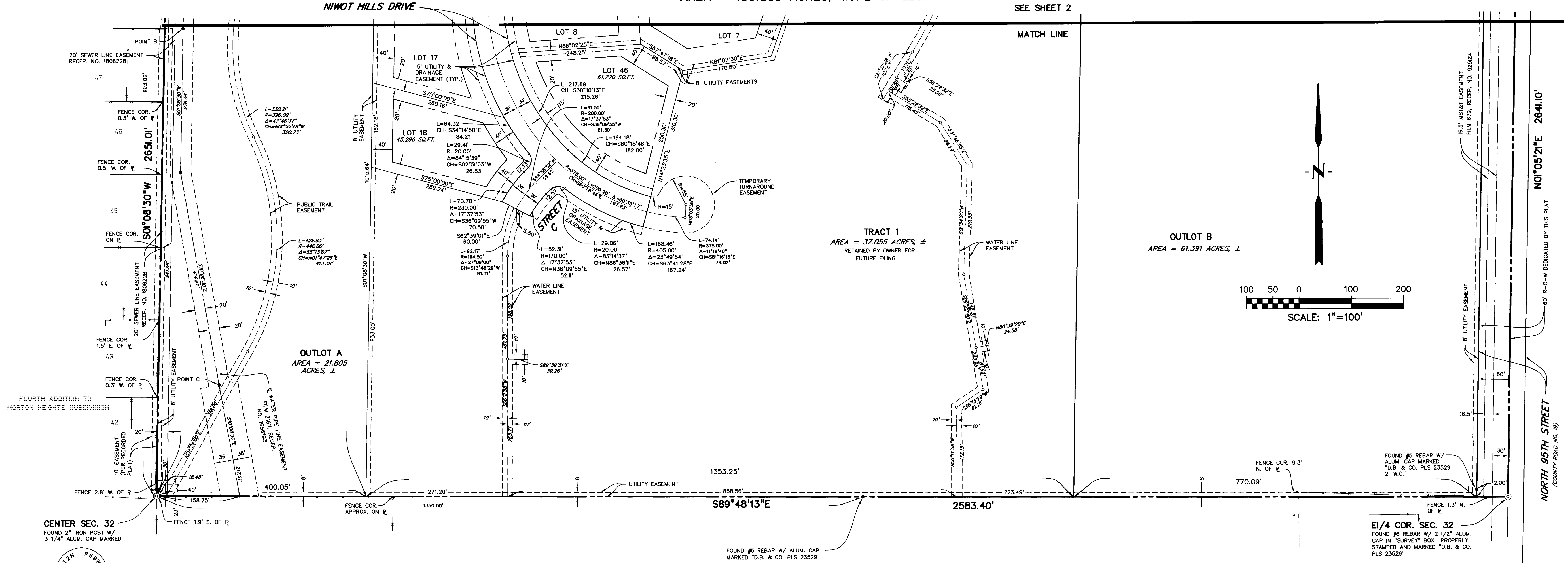
NIWOT HILLS TDR/PUD SUBDIVISION

A SUBDIVISION OF THE NE1/4 OF SECTION 32, T2N, R69W OF THE 6TH P.M.,
COUNTY OF BOULDER, STATE OF COLORADO
AREA = 156.835 ACRES, MORE OR LESS

Unofficial Copy

SEE SHEET 2

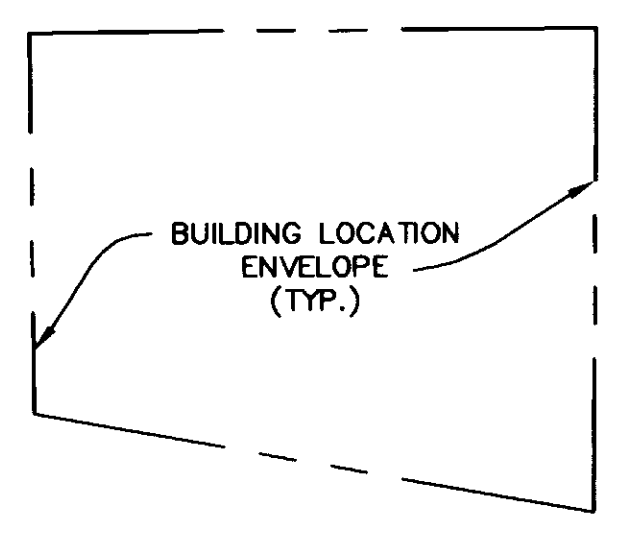
MATCH LINE



- ### NOTES
- BEARINGS ARE BASED ON THE WEST LINE OF THE NE1/4 OF SECTION 32 AS BEARING S07°08'30"W PER THE RECORDED PLAT OF THIRD ADDITION TO MORTON HEIGHTS SUBDIVISION (ASSUMED MERIDIAN).
 - LEGAL DESCRIPTION AND RECORDED EASEMENTS AND RIGHTS-OF-WAY ARE SHOWN ACCORDING TO COMMONWEALTH LAND TITLE INSURANCE COMPANY COMMITMENT NO. K20861, EFFECTIVE DATE: APRIL 2, 2004.
 - THIS PROPERTY IS SUBJECT TO THE MINERAL RESERVATIONS IN UNITED STATES PATENT RECORDED IN BOOK 167 AT PAGE 12.
 - THIS PROPERTY IS SUBJECT TO THE MINERAL RESERVATIONS AND RIGHTS-OF-WAY FOR DITCHES AND CANALS CONSTRUCTED BY AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED IN BOOK 204 AT PAGE 25.
 - THIS PROPERTY IS SUBJECT TO THE NOTICES CONCERNING UNDERGROUND FACILITIES RECORDED ON FILM 1184 AS RECEPTION NO. 468375 AND ON FILM 1659 AS RECEPTION NO. 1084975.
 - THIS PROPERTY IS SUBJECT TO THE OIL AND GAS LEASES RECORDED ON FILM 1215 AS RECEPTION NO. 504709 AND FILM 1227 AS RECEPTION NO. 518113, AFFIDAVIT OF LEASE EXTENSION RECORDED ON FILM 1248 AS RECEPTION NO. 544337 AND NO SURFACE OCCUPANCY AGREEMENT RECORDED AS RECEPTION NO. 2424546.
 - THIS PROPERTY IS SUBJECT TO THE OIL AND GAS PIPELINE AGREEMENTS RECORDED ON FILM 1445 AS RECEPTION NO. 810062 AND FILM 1594 AS RECEPTION NO. 1002665.
 - THIS PROPERTY IS SUBJECT TO THE EFFECTS OF NOTICE OF STATUTORY LIEN RECORDED ON FILM 1553 AS RECEPTION NO. 951484.
 - THIS PROPERTY IS SUBJECT TO THE NIWOT ROAD US WEST CROSSING AGREEMENT RECORDED AT RECEPTION NO. 1951958.
 - THIS PROPERTY IS SUBJECT TO THE TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN DITCH EASEMENT RELOCATION AGREEMENT RECORDED AS RECEPTION NO. 2034762.
 - THE MAXIMUM BUILDING HEIGHT, DEFINED AS THE VERTICAL DISTANCE FROM ANY PART OF THE STRUCTURE, EXCLUDING APPURTENANCES, TO THE EXISTING OR NATURAL GRADE BELOW, SHALL BE 30 FEET.
 - THE ARCHITECTURE AND LANDSCAPING WITHIN THIS SUBDIVISION WILL BE CONSTRUCTED IN ACCORDANCE WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF NIWOT HILLS.
 - THIS PROPERTY IS SUBJECT TO THE TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS CONTAINED IN SUBDIVISION MULTIPLE TAP PURCHASE AGREEMENT RECORDED AS RECEPTION NO. 2468337.
 - THE DEVELOPMENT SHALL BE SUBJECT TO BUILDING HEIGHTS, BUILDING ENVELOPES, BUILDING COLORS, AND LANDSCAPING REQUIREMENTS, AS ARE PART OF THE OFFICIAL DOCKET FILE (SP-99-02) IN THE COUNTY LAND USE DEPARTMENT.
 - THE APPLICANTS OR THEIR SUCCESSORS SHALL PROVIDE AN ACCEPTABLE FORM OF GUARANTEE FOR THE REQUIRED LANDSCAPING IF WEATHER IS NOT CONDUCTIVE FOR INSTALLATION WITHIN 12 MONTHS OF ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
 - LOT OWNERS SHALL BE AWARE THAT SEPARATE MINERAL RIGHTS MAY EXIST AND POTENTIAL OIL AND GAS OPERATIONS COULD COMMENCE WITHIN NIWOT HILLS TDR/PUD SUBDIVISION.

LEGEND

NOTE: BUILDING LOCATION ENVELOPE LINES ARE PARALLEL OR CONCENTRIC WITH THE ADJACENT LOT LINES UNLESS OTHERWISE NOTED.



NOTICE

PUBLIC NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE COUNTY OF BOULDER DOES NOT CONSTITUTE AN ACCEPTANCE OF THE ROADS AND OTHER REQUIRED PUBLIC IMPROVEMENTS REFLECTED HEREON FOR MAINTENANCE BY SAID COUNTY.

UNTIL SUCH ROADS AND OTHER REQUIRED PUBLIC IMPROVEMENTS ARE SAISFACTORYLY CONSTRUCTED TO COUNTY REQUIREMENTS AND MEET THE CONDITIONS OF THE CONSTRUCTION PERMIT AND ARE SPECIFICALLY ACCEPTED BY THIS COUNTY BY RECORDING WITH THE CLERK AND RECORDER OF THIS COUNTY AN OFFICIAL ACCEPTANCE RESOLUTION, THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID ROADS AND OTHER IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE OWNERS OF THE LAND WITHIN THIS SUBDIVISION.

NOTICE IS FURTHER GIVEN THAT NO BUILDING PERMITS WILL BE ISSUED BY OFFICIALS OF THIS COUNTY FOR IMPROVEMENTS OF ANY NATURE ON ANY PROPERTY REFLECTED ON THIS PLATTED SUBDIVISION UNTIL SUCH TIME AS THE ACCEPTANCE AS HEREIN ABOVE DESCRIBED HAS BEEN FILED FOR RECORD WITH THE CLERK AND RECORDER OF THIS COUNTY, OR UNTIL OTHER SUITABLE PROVISION IS MADE FOR COMPLETION AND/OR MAINTENANCE OF THE ROADS AND OTHER REQUIRED PUBLIC IMPROVEMENTS.

THE PROPERTY IN THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS OF THE SUBDIVISION DEVELOPMENT AGREEMENT RECORDED IMMEDIATELY FOLLOWING THIS PLAT.

LEGAL DESCRIPTION

THE NE1/4 OF SECTION 32, T2N, R69W OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO.

OUTLOT	OWNERSHIP AND MAINTENANCE	USE
A	HOA	PRIVATE OPEN SPACE, DRAINAGE, UTILITIES, AND EMERGENCY ACCESS
B	HOA	PRIVATE OPEN SPACE, DRAINAGE AND UTILITIES
C	HOA	PRIVATE OPEN SPACE
D	HOA	PRIVATE OPEN SPACE AND RESIDENT MAIL BOXES
E	HOA	PRIVATE OPEN SPACE
F	HOA	PRIVATE OPEN SPACE
G	HOA	PRIVATE OPEN SPACE AND EMERGENCY ACCESS
H	HOA	PRIVATE OPEN SPACE AND EMERGENCY ACCESS

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, NIWOT HILLS, LLC, A COLORADO LIMITED LIABILITY COMPANY, IS THE OWNER AND PROPRIETOR OF THE LAND SITUATED IN BOULDER COUNTY, COLORADO, AND LYING WITHIN "NIWOT HILLS TDR/PUD SUBDIVISION", A SUBDIVISION OF THE NE1/4 OF SECTION 32, T2N, R69W OF THE 6TH P.M., BOULDER COUNTY, COLORADO, AND HAS CAUSED THE REAL PROPERTY TO BE LAID OUT AND SURVEYED AS "NIWOT HILLS TDR/PUD SUBDIVISION", A SUBDIVISION IN THE COUNTY OF BOULDER, STATE OF COLORADO, AND DOES HEREBY ACCEPT THE RESPONSIBILITY FOR THE COMPLETION OF THE PUBLIC IMPROVEMENTS AND DOES HEREBY DEDICATE AND SET APART ALL OF THE ROADS AND OTHER IMPROVEMENTS AND PLACES AS SHOWN ON THE PLAT TO THE USE OF THE PUBLIC FOREVER, AND, UNLESS OTHERWISE SPECIFICALLY NOTED BY REFERENCE ON THIS PLAT, DOES HEREBY DEDICATE THOSE PORTIONS OF THE REAL PROPERTY WHICH ARE INDICATED AS EASEMENTS ON THE PLAT AS EASEMENTS TO BOULDER COUNTY, COLORADO FOR THE PURPOSE(S) SHOWN HEREON, AND DOES HEREBY GRANT TO BOULDER COUNTY, COLORADO THE RIGHT TO REGULATE THE INSTALLATION AND MAINTENANCE OF NECESSARY STRUCTURES, FACILITIES AND/OR REQUIRED PUBLIC IMPROVEMENTS BY THE ENTITY RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED.

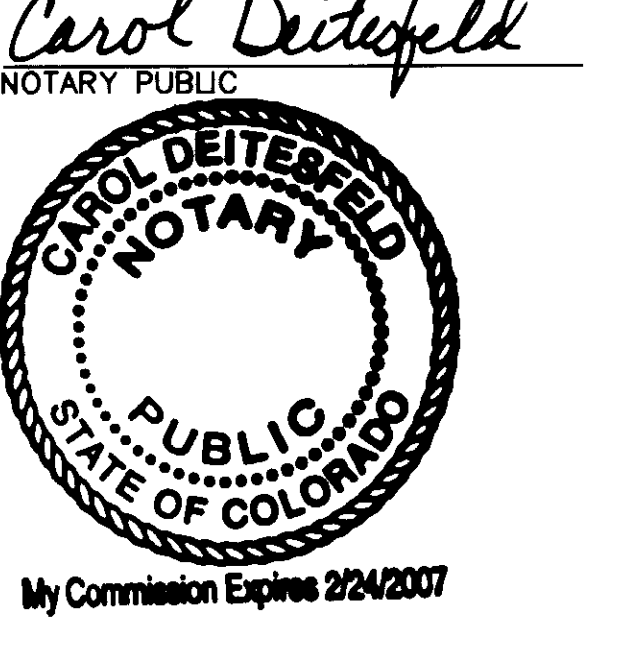
I, IN WITNESS WHEREOF, I HERETO SET MY HAND THIS 9 DAY OF September, 2004.

NIWOT HILLS, LLC,
A COLORADO LIMITED LIABILITY COMPANY
BY: Michael Markel
MANAGER

STATE OF COLORADO }
COUNTY OF BOULDER } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 9 DAY OF September, 2004, BY MICHAEL MARKEL, AS MANAGER OF NIWOT HILLS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: 2/24/2007



LENDER'S CONSENT

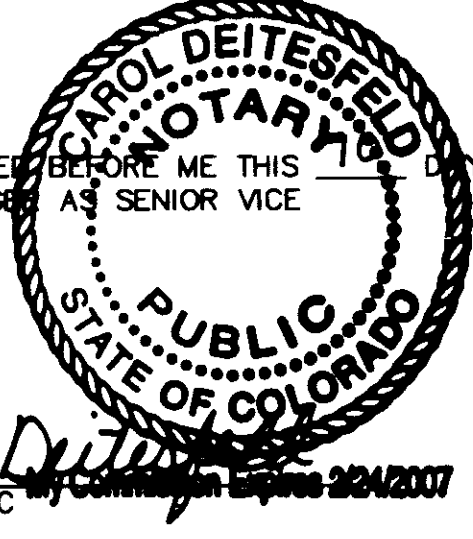
HORIZON BANK, N.A. HEREBY CONSENTS TO THE RECORDING OF THE NIWOT HILLS TDR/PUD SUBDIVISION AND JOINS IN THE DEDICATION MADE HEREON TO THE EXTENT OF ITS INTEREST THEREIN.

HORIZON BANK, N.A.
BY: Donna S. Lionberger
SENIOR VICE PRESIDENT

STATE OF COLORADO }
COUNTY OF BOULDER } SS

THE FOREGOING LENDER'S CONSENT WAS ACKNOWLEDGED BEFORE ME THIS 9 DAY OF September, 2004, BY DONNA S. LIONBERGER, SENIOR VICE PRESIDENT OF HORIZON BANK, N.A.

MY COMMISSION EXPIRES: 2/24/2007.



WITNESS MY HAND AND OFFICIAL SEAL.

BOARD OF COMMISSIONERS' APPROVAL

APPROVED THIS 9 DAY OF September, 2004, BOARD OF COMMISSIONERS, BOULDER COUNTY, COLORADO. THIS APPROVAL DOES NOT GUARANTEE THAT THE SIZE, SOIL CONDITIONS, SURFACE GEOLOGY, GROUND WATER CONDITIONS, OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT, WELL PERMIT, OR SEWAGE DISPOSAL PERMIT WILL BE ISSUED. THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INVOLVING REQUIRED IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES, AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR PROPRIETOR AND NOT THE COUNTY OF BOULDER.

WITNESS MY HAND AND OFFICIAL SEAL.
ATTEST: Carol Deidupfeld
CLERK

AUTHORIZATION TO RECORD

SECRETARY TO THE BOULDER COUNTY PLANNING COMMISSION, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE ALL CONDITIONS OF COUNTY APPROVAL OF THIS PLAT OF "NIWOT HILLS TDR/PUD SUBDIVISION" HAVE BEEN FULLY SATISFIED, AND THAT THE SAME IS HEREBY AUTHORIZED FOR RECORDATION.

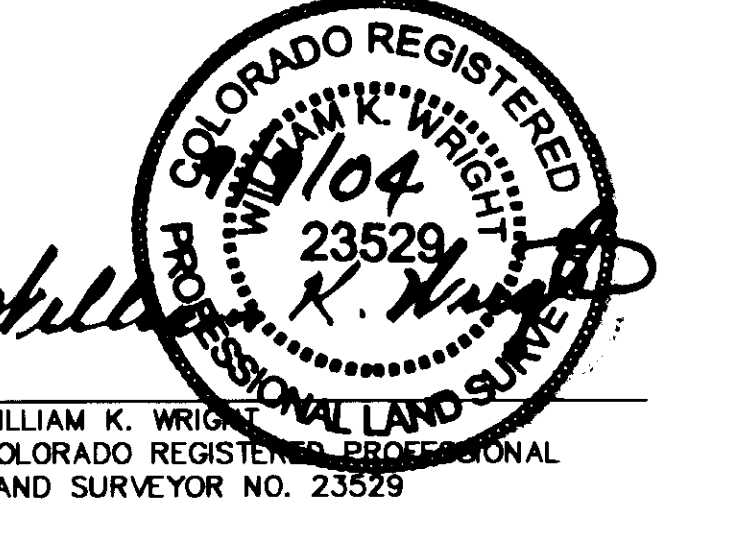
WITNESS MY HAND ON THIS 10 DAY OF September, 2004.

SECRETARY TO THE BOULDER COUNTY PLANNING COMMISSION

SURVEYOR'S CERTIFICATE

I, WILLIAM K. WRIGHT, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THERE ARE NO ROADS, RAILROADS, IRRIGATION DITCHES, OR OTHER EASEMENTS OF RECORD, OR OTHER OWNERSHIP'S IN EVIDENCE, OR KNOWN BY ME TO EXIST ON OR ACROSS THE HEREBY DESCRIBED LAND EXCEPT AS SHOWN ON THIS PLAT OF "NIWOT HILLS TDR/PUD SUBDIVISION"; THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON JUNE 3, 2004 BY ME OR UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 0.0 FEET; AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH SURVEYING AND/OR SURVEYING OF LAND AND ALL PROVISIONS (WITHIN MY CONTROL) OF THE BOULDER COUNTY SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS 9 DAY OF Sept, 2004.



CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO }
COUNTY OF BOULDER } SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT 3:40 O'CLOCK, THIS 24 DAY OF September, 2004, AND IS DULY RECORDED IN PLAN FILE P-61 F-3 #39 #10.

RECEPTION 1, 16, 29, 48
FEES PAID 2.10

Linda N. Salas
CLERK

P-61 F-3 #39 (1 of 2)

S:\SS5618156181PL.dwg, 9/9/2004 8:18:36 AM, Drexel, Burrell & Co., gjm

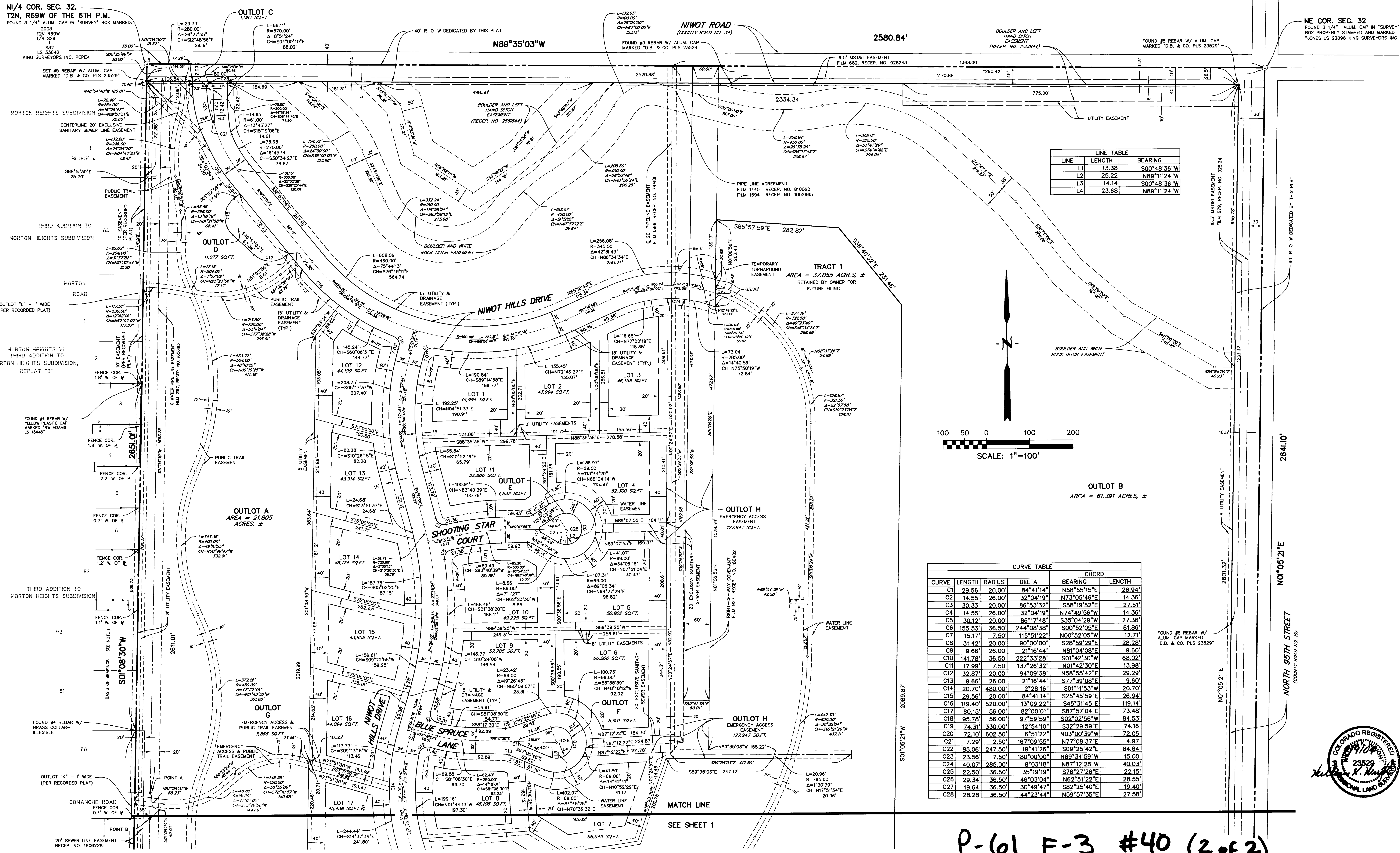
2629145
Page 1 of 2
09/22/04 10:03:53
Boulder County Clerk, CO PLAT

NIWOT HILLS TDR/PUD SUBDIVISION

A SUBDIVISION OF THE NE1/4 OF SECTION 32, T2N, R69W OF THE 6TH P.M.,
COUNTY OF BOULDER, STATE OF COLORADO

AREA = 156.835 ACRES, MORE OR LESS

Unofficial Copy



LINE	LENGTH	BEARING
L1	13.38	S00°48'36"W
L2	25.22	N89°11'24"W
L3	14.14	S00°48'36"W
L4	23.68	N89°11'24"W

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	29.56'	20.00'	84°41'14"	N58°55'15"E	26.94'
C2	14.55'	26.00'	32°04'19"	N73°05'46"E	14.36'
C3	30.33'	20.00'	86°53'32"	S58°19'52"E	27.51'
C4	14.55'	26.00'	32°04'19"	N74°49'56"W	14.36'
C5	30.12'	20.00'	86°17'48"	S35°04'29"W	27.36'
C6	155.53'	36.50'	244°08'38"	S00°52'05"E	61.86'
C7	15.17'	7.50'	115°51'22"	N00°52'05"W	12.71'
C8	31.42'	20.00'	90°00'00"	S28°59'28"E	28.28'
C9	9.66'	26.00'	21°16'44"	N81°04'08"E	9.60'
C10	141.78'	36.50'	222°33'28"	S01°42'30"W	68.02'
C11	17.99'	7.50'	137°26'32"	N01°42'30"E	13.98'
C12	32.87'	20.00'	94°09'38"	N58°55'42"E	29.29'
C13	9.66'	26.00'	21°16'44"	S77°39'08"E	9.60'
C14	20.70'	480.00'	2°28'16"	S01°11'53"W	20.70'
C15	29.56'	20.00'	84°41'14"	S25°45'59"E	26.94'
C16	119.40'	520.00'	13°09'22"	S45°31'45"E	119.14'
C17	80.15'	56.00'	82°00'01"	S87°57'04"E	73.48'
C18	95.78'	56.00'	97°59'59"	S02°02'56"W	84.53'
C19	74.31'	330.00'	12°54'10"	S32°29'59"E	74.16'
C20	72.10'	602.50'	6°51'22"	N03°00'38"W	72.05'
C21	7.29'	2.50'	167°09'55"	N77°00'37"E	4.92'
C22	85.06'	247.50'	19°41'26"	S09°25'42"E	84.64'
C23	23.56'	7.50'	180°00'00"	N89°34'59"W	15.00'
C24	40.07'	285.00'	8°03'18"	N87°12'28"W	40.03'
C25	22.50'	36.50'	35°19'19"	S76°21'26"E	22.15'
C26	29.34'	36.50'	46°03'04"	N62°51'22"E	28.55'
C27	19.64'	36.50'	30°49'47"	S82°25'40"E	19.40'
C28	28.28'	36.50'	44°23'44"	N59°57'35"E	27.58'

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	29.56'	20.00'	84°41'14"	N58°55'15"E	26.94'
C2	14.55'	26.00'	32°04'19"	N73°05'46"E	14.36'
C3	30.33'	20.00'	86°53'32"	S58°19'52"E	27.51'
C4	14.55'	26.00'	32°04'19"	N74°49'56"W	14.36'
C5	30.12'	20.00'	86°17'48"	S35°04'29"W	27.36'
C6	155.53'	36.50'	244°08'38"	S00°52'05"E	61.86'
C7	15.17'	7.50'	115°51'22"	N00°52'05"W	12.71'
C8	31.42'	20.00'	90°00'00"	S28°59'28"E	28.28'
C9	9.66'	26.00'	21°16'44"	N81°04'08"E	9.60'
C10	141.78'	36.50'	222°33'28"	S01°42'30"W	68.02'
C11	17.99'	7.50'	137°26'32"	N01°42'30"E	13.98'
C12	32.87'	20.00'	94°09'38"	N58°55'42"E	29.29'
C13	9.66'	26.00'	21°16'44"	S77°39'08"E	9.60'
C14	20.70'	480.00'	2°28'16"	S01°11'53"W	20.70'
C15	29.56'	20.00'	84°41'14"	S25°45'59"E	26.94'
C16	119.40'	520.00'	13°09'22"	S45°31'45"E	119.14'
C17	80.15'	56.00'	82°00'01"	S87°57'04"E	73.48'
C18	95.78'	56.00'	97°59'59"	S02°02'56"W	84.53'
C19	74.31'	330.00'	12°54'10"	S32°29'59"E	74.16'
C20	72.10'	602.50'	6°51'22"	N03°00'38"W	72.05'
C21	7.29'	2.50'	167°09'55"	N77°00'37"E	4.92'
C22	85.06'	247.50'	19°41'26"	S09°25'42"E	84.64'
C23	23.56'	7.50'	180°00'00"	N89°34'59"W	15.00'
C24	40.07'	285.00'	8°03'18"	N87°12'28"W	40.03'
C25	22.50'	36.50'	35°19'19"	S76°21'26"E	22.15'
C26	29.34'	36.50'	46°03'04"	N62°51'22"E	28.55'
C27	19.64'	36.50'	30°49'47"	S82°25'40"E	19.40'
C28	28.28'	36.50'	44°23'44"	N59°57'35"E	27.58'



P-61 F-3 #40 (2 of 2)



CONSERVATION EASEMENT

This Conservation Easement is granted by Niwot Hills, LLC ("Grantor") on the 9 day of September 2004, to the County of Boulder, a body corporate and politic ("the County" or "Grantee").

WHEREAS, Grantor is the owner of Outlots A and B ("the Outlots") on the recorded plat of Niwot Hills Subdivision, Phase 1, which is located in Section 32, Township 2 North, Range 69 West of the 6th P.M., in the County of Boulder, State of Colorado ("Subdivision"); and

WHEREAS, Grantor has received the County's approval of the Subdivision pursuant to the Boulder County Land Use Code ("the Land Use Code") and Boulder County Land Use Docket SD-99-02 ("the Subdivision Approval"); and

WHEREAS, as part of the above-referenced County approval process, the Parties desire to enter into this Easement to preserve the natural features, beauty, and rural character of the Outlots as set forth herein; and

WHEREAS, therefore, the Parties intend through this Easement to formalize their desire to assure that the structures and uses on the Outlots are not increased or intensified beyond those which the County has recognized in the above-referenced Docket and which the Parties have further agreed to herein; and

WHEREAS, restricting future development on the Outlots, and preserving the Outlots as undeveloped, serves the legitimate goals of the Conservation Easements statute (Title 38, Article 30.5, of the Colorado Revised Statutes); the goals and policies of the Boulder County Comprehensive Plan; and the purposes of the Agricultural Zoning District as set forth in the Land Use Code.

NOW, THEREFORE, for good and valuable consideration, Grantor hereby grants and conveys to the County a Conservation Easement in gross pursuant to Title 38, Article 30.5 of the Colorado Revised Statutes, as amended, over the Outlots, subject to the following terms and restrictions:

1 The Outlots shall be managed and preserved for maintenance of specified open land natural features as set forth in the approved outlot management plan, a copy of which is attached hereto and incorporated herein by this reference, including preservation of open agricultural land and uses. All other uses that are permitted under the Boulder County Land Use Code and applicable rules and regulations shall be prohibited hereunder.

2 Grantor shall not erect on the Outlot(s) any residential structures or any other structures, which are not accessory to an open agricultural use. Agriculturally related buildings and structures may be permitted on the Outlot(s) if they are not used for residential purposes; they are constructed and used as accessory structures to the single principal use of open agriculture; and they are in accordance with the Land Use Code.



3 Grantor shall not erect, construct or expand any structure and/or pavement on the Outlot(s) such that the total coverage of structure and/or pavement on the Outlot(s) exceeds ten (10) acres or ten percent (10%) of the area of such Outlot(s), whichever is less, unless such structure and/or pavement is accessory to a principal open agricultural use and is required by government regulation, and unless such structure is permitted under the applicable regulations of the Land Use Code and is otherwise allowed under this Easement.

4 Any future construction as allowed hereunder shall be subject to review by the County under its applicable land use process (site plan review, special use review, subdivision review, or other if applicable). The County review process may further restrict the nature and extent of the proposed new construction if justified under the applicable land use review criteria. All new construction shall be subject to all applicable County land use, building, and health regulatory requirements.

5 Any further division or annexation of the Outlots (whether or not a subdivision as defined by state law) without the express consent of the County is strictly prohibited. The conditions of this Easement shall attach to the land and shall survive any division or annexation of the Outlots that the County may approve. The Grantor may not make any conveyance of the Outlots as would constitute an impermissible division of the Outlots under this Easement.

6 The County, through its authorized representatives, shall have the right to enter upon the Outlots at any time, without prior notice to Grantor, to inspect for violations of the terms and covenants of this Easement, and shall have the right to take appropriate legal action to remove or eliminate any conditions or operations which violate the same, and to pursue such other remedies, including but not limited to damages for breach of covenant or contract, as may be authorized by law. No further right of access entry or possession is conveyed hereby.

7 Grantor agrees to bear all costs of operation, upkeep, and maintenance of the Outlots and does hereby indemnify the County therefrom. In addition, Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Outlots.

8 Grantor and the County may amend this Easement by mutual agreement without a public hearing, but only provided that such amendment does not affect the status of the grantee of the Easement pursuant to C.R.S. §§ 38-30.5-101, et seq.; does not terminate or transfer the Easement; does not amount to a substantial modification of the Subdivision; and is consistent with the purposes of this Easement as described herein.

9. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

10. This Easement and the covenants as set forth herein are intended to be made and are granted in perpetuity, and shall run with the land and be binding upon all parties thereto, their heirs, successors, representatives, and assigns, and all persons who may hereafter acquire an interest in the Outlots. It is intended that this Easement and any other interests created under this Easement vest immediately. If any future interests in land are created, those interests shall vest, if at all, within the lives of the undersigned plus twenty years and 364 days.

IN WITNESS WHEREOF, Grantor has caused its name to be hereunto subscribed the day and year first above written.

NIWOT HILLS, LLC, a Colorado limited liability company

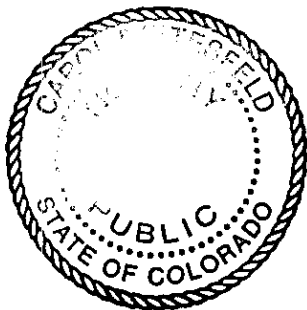
By: [Signature] Michael Markel, Manager

STATE OF COLORADO))ss COUNTY OF BOULDER)

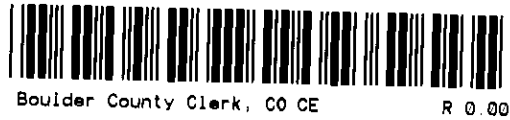
The foregoing instrument was acknowledged before me this 9 day of September 2004, by Michael Markel as Manager of NIWOT HILLS, LLC, a Colorado limited liability company.

My commission expires: 2/24/2007

[Signature] Notary Public



My Commission Expires 2/24/2007



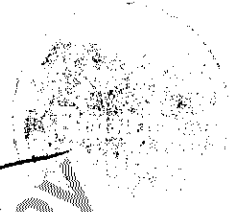
IN WITNESS AND ACCEPTANCE WHEREOF, the County has caused its name to be hereunto subscribed the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BOULDER, COLORADO

By: *Paul Daniel*
Chair

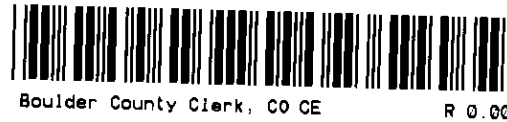
ATTEST:

By: *Wife Ryde*
Deputy Clerk to the Board



Recorder's Note:
Seal may not reproduce

Unofficial Copy



**OUTLOT MANAGEMENT PLAN
NIWOT HILLS SUBDIVISION
Boulder County Land Use Docket
SD-99-02**

The following Outlot Management Plan is attached to and incorporated into the Development/Subdivision Agreement for the Niwot Hills Subdivision.

1. Scope of Agreement. This Agreement governs the vegetation and general management of the open space Outlot areas of the Niwot Hills Subdivision, specifically Outlots A, B, C, D and E thereof. This Agreement shall also apply to Tract 1, as shown on the final plat, pending further platting or development on Tract 1. The properties subject to this agreement shall be termed the Outlots.
2. Parties. The obligations set forth in this agreement shall be carried out by Developer or, upon the conveyance of the Outlots to a Homeowner's Association, by such Association (the Association). The applicable party shall be termed the Owner in this Agreement.
3. Native Grasses. Owner shall establish and maintain native grasses on the Outlots that can be sustained without extensive irrigation or watering. Owner will utilize the Colorado Native Mix which contains the following: 20% Western Wheatgrass, 20% Slender Wheatgrass, 15% Blue Grama, 15% Buffalograss, 15% Thickspike Wheatgrass, 10% Arizona Fescue and 5% Sherman Big Bluegrass. The grasses need not be agriculturally productive grasses.
4. Weed Control. Owner shall reasonably control weeds on the Outlots at all times, including, but not limited to, those weeds required to be controlled under the Boulder County Noxious Weed Management Plan. Weed control may be through cultural, mechanical, biological or chemical methods or as otherwise prescribed pursuant to the Boulder County Noxious Weed Management Plan, as amended. Weed sprays shall be limited to Colorado and Boulder County approved types and in accordance with label directions.
5. Insects. Owner may control insects harmful to growing crops or forage as determined by Owner, provided that any control is in accordance with all applicable rules and regulations.
6. Surface Management. Owner shall maintain proper vegetative coverage and shall maintain proper drainage and erosion control.
7. Trails and Amenities. The Owner will maintain all trails and amenities as shown on the final plat or as set forth in the Development Agreement.
8. Grading. Grading of the Outlots will be performed in accordance with the grading plan submitted as part of the engineering approval for Niwot Hills approved by Boulder County.



Niwot Hills, LLC

By

A handwritten signature in black ink, appearing to read "Michael Markel", written over a horizontal line.

Michael Markel, Manager

Unofficial Copy



**DEVELOPMENT/SUBDIVISION AGREEMENT
GOVERNING DEVELOPER'S OBLIGATIONS IN**

**NIWOT HILLS TDR/PUD SUBDIVISION
Phase 1**

**Boulder County Land Use Docket
SD-99-02**

THIS AGREEMENT is made on this 9 day of Sept. 2004, by and between the Board of County Commissioners of Boulder County, Colorado ("the County") and Niwot Hills, LLC ("the Developer")

WHEREAS, the Developer has submitted to the County for approval, execution, and recordation a final plat for Niwot Hills Subdivision, Phase 1 ("the Subdivision" or "the Development") consisting of nineteen residential lots and five Outlots, approved by the County in Land Use Docket SD-99-02 ("Phase 1" or "Docket") and recorded on 9-22-2004 as Reception Number 2629145, with the Boulder County Clerk and Recorder; and

WHEREAS, the County has fully considered the plat, the development and improvements of the land therein, and the requirements to be imposed upon the subject property by reason of the proposed development of the land included in the plat; and

WHEREAS, the County has approved the final plat for Phase 1 as set forth in County Resolution No. 2002-132, which is attached hereto and incorporated into this Agreement as Exhibit A; and

WHEREAS, the County has determined that this Agreement is consistent with the Boulder County Comprehensive Plan, the applicable County regulations, and the County's approval of the Development as set forth in Exhibit A; and

WHEREAS, the County has approved, signed, and accepted for recordation the above-referenced plat for the Development, subject to the Developer's agreement to the matters herein described; and

WHEREAS, the County and the Developer acknowledge and agree that the matters hereinafter set forth are reasonable requirements for the County to impose as part of their approval, signature, and acceptance for recondition of the plat, and that such matters are necessary to protect and promote the public health, safety, and welfare.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the County's approval, execution, and acceptance of the Niwot Hills Subdivision, Phase 1 plat for recordation, the Developer and the County agree as follows:



1. **Improvements**

The Developer shall construct or install all improvements including, but not necessarily limited to, utility improvements, road and drainage improvements, grading improvements, construction of a public trail, and storm drainage improvements, required for the Development, which are specifically those shown on the Final Construction Plans for Niwot Hills by Drexel Barrell, Sheets 1 – 44, dated November 13, 2002, and accepted by the County for Niwot Hills Subdivision, Phase 1 (“the Required Improvements”). The Required Improvements include the public trail required in condition #1 of Exhibit A. The Developer shall construct the Required Improvements and have them certified and inspected by the Developer’s project engineer and inspected and accepted by the County Engineer no later than one year after the date on which the Letter of Credit for the improvements, required under the “Guarantee of Improvements” Paragraph 7 below, is issued.

The engineering plans submitted by Drexel Barrell and accepted by the County include the improvements for subsequent planned phases of the Niwot Hills Subdivision. Such accepted and approved plans shall be the basis for subsequent phases of the Niwot Hills Subdivision, when and if approved. However the Required Improvements for purposes of this Agreement only include, and require the construction of, the improvements for Phase 1.

The Developer shall obtain from the Boulder County Transportation Department a construction permit for each development phase for all Required Improvements as shown on the Final Construction Plans. The Developer shall construct only those improvements authorized within the construction permit. The construction permit may be revoked by the Transportation Department should improvements be constructed that are not authorized within the scope of the permit.

2. **Water Supply and Fire Protection**

Water shall be supplied by Left Hand Water District. Water taps have been approved by the water supplier and the Developer has purchased or acquired adequate water taps. The Developer has supplied signed contract(s) for these services for the Development that are attached hereto as Exhibit B. The Developer shall install all water service and fire protection devices as shown on the Final Construction Plans. All construction shall conform to permits and plans required and approved by the County Engineer and/or County Health Department.

3. **Sewage**

Sewer service shall be provided by the Niwot Sanitation District. Sewer mains and lines shall be constructed as set forth on the Final Construction Plans. The sewer main shall be subject to inspection by the County Engineer during construction. A copy of the signed contract for providing sewer service is attached hereto as Exhibit C.



4. Trenches

The Developer shall compact trenches for sewer and water lines in accordance with the County's specifications or the specifications of the applicable water or sewer service provider, whichever adheres to a more stringent standard of engineering design. The Developer will test trench compaction while work is in progress. A sufficient number of tests shall be made to insure adequate compaction. The test results shall be certified by an approved soils laboratory and submitted to the County for review. The County may indicate specific test locations, as necessary. In the event that adequate compaction testing is not provided, the County may order such testing, and the Developer shall reimburse the County for testing expenses incurred. The County may delay the final release of the performance guarantee until required compaction tests are received.

5. Roads

Access to the subdivision shall be through roads within the Subdivision as shown on the plat that connect to Niwot Road. These streets shall be constructed as part of the required improvements, shall be public in nature, and shall be dedicated to and maintained by the County.

The Developer will construct all roads for the Subdivision in accordance with the Final Construction Plans. The Developer shall obtain a construction permit prior to start of construction for any road improvements.

6. Storm Water Management Plan/Erosion Control

The Developer shall prepare and submit for the County Engineer's review and approval a Storm Water Management Plan (SWMP), which describes the Best Management Practices (BMPs) and activities to be implemented during the construction phase. BMPs shall be implemented to prevent the release of sediment from the site.

The SWMP must include an erosion and sediment control plan. The Developer shall also be responsible for applying for a Stormwater Discharge Permit through the Colorado Department of Public Health and Environment (CDPHE). Documentation of application for a CDPHE Stormwater Discharge Permit shall be submitted to the County Engineer prior to construction. All temporary erosion control facilities shall be installed before any construction activities take place.

During construction, BMPs shall be inspected at least every 14 days and within 24 hours after any precipitation or snowmelt event that causes significant runoff. Records of inspection are to be maintained on site with the SWMP. Inspection records are to be available to the County's inspector upon request. Disturbed areas shall be minimized and disturbed soil shall be managed. Sediment tracked onto public streets shall be removed immediately.



7. Cost Estimate

The Cost Estimate for the Required Improvements, which has been reviewed and approved by the County, is attached hereto and incorporated by reference as Exhibit D.

8. Guarantee of Improvements

With the recordation of the Final Plat, the Developer shall provide an irrevocable Letter of Credit from a licensed federal or state financial institution, in an amount which is 115% (or such greater percentage as the County Engineer may in its discretion determine to be necessary) of the estimated costs of constructing Required Improvements as shown in the approved Cost Estimate (Exhibit D). The purpose of the additional 15% above the total estimated cost of the Required Improvements (or such other greater percentage as the County Engineer may in its discretion determine to be necessary), is to provide warranty collateral to be available to the County in the event that any Required Improvements fail to perform or are not constructed to or comply with warranty obligations as expected for a period of two years after the date of acceptance by the County.

The Letter of Credit shall provide for payment, upon demand, to the County, based upon the County's written statement that the Developer has failed to construct the Required Improvements as required in the Agreement. The Letter of Credit shall be provided for a period of three years, to include one year allowed to construct the improvements under Paragraph 1, above, and two years to assure the Required Improvements' proper performance under the warranty collateral, unless the County Engineer approves or requires a different term based on the particular circumstances of the Subdivision's expected development. The Letter of Credit may either be for a single three-year term or for an initial one-year term subject to renewal for two additional one-year terms. If the County accepts the Required Improvements, once constructed, in increments, or accepts them in their entirety, leaving the warranty amount as the only necessary collateral, the Developer may request that the County Engineer approve a reduction in the required amount of the Letter of Credit in accordance with the procedures set forth below. If such reduction is approved, the Developer shall submit an acceptable amended Letter of Credit reflecting the approved reduced amount, to be kept in effect for the period of time approved by the County Engineer, not to exceed two years after the date of acceptance of the Required Improvements.

The Letter of Credit shall be approved for reduction, or released, only in accordance with the following provisions. The amount of the Letter of Credit shall be reduced based on the amount of work completed and approved by the County. Any application for reduction shall be made in accordance with the following procedures. The Developer shall submit to the County Engineer a letter requesting a reduction in the amount of, or release of, the collateral, which shall include a submission of as-built plans listing all deviations from the approved plans, all test results and all engineering progress reports. Upon such proper submission, the amount of the Letter of Credit shall be reduced by the cost of the constructed and accepted improvements. However, the Letter of Credit will not be reduced or released if the County Engineer determines that deviations are present which have not received prior approval by the County Engineer and are not consistent with good engineering design and construction. For all utilities, a statement of



substantial compliance must be accompanied, if appropriate, by a letter of acceptance of maintenance and responsibility from the appropriate utility company, special district, or municipality. A letter must be submitted from the appropriate fire district stating the results of fire flow tests and indicating the fire hydrants are in place and operational in accordance with the approval plans. Release of warranty collateral will require the Developer to submit a letter of request for inspection to the County Engineer, and an inspection and approval by the County Engineer. The County Engineer shall release the original Developer's Letter of Credit provided that adequate replacement security meeting the terms of this Agreement, as approved by the County Engineer, is provided by any Successor, Developer or Lender who acquires the development and assumes the rights and obligations of this Agreement.

9. **As-Built Plans**

The Developer shall provide to the County and/or to the applicable service provider as-built plans prepared and stamped by a licensed professional engineer for all Required Improvements under this Agreement.

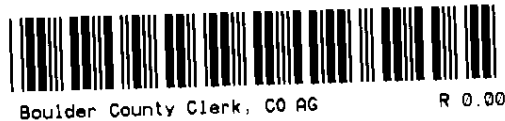
10. **TDR Rights**

Prior to recordation of the final plat/replat, the sending sites shall be identified, and transfer of development rights certificates provided to Boulder County all as further provided in Condition #7 of Exhibit A hereto.

11. **Building Permits**

All new residences shall meet all applicable building and fire codes in effect at the time of building permit issuance. Issuance of building permits shall also be subject to the applicable provisions of Exhibit A. Development shall be subject to the appropriate County growth management plan. Building Permits will be issued after acceptance of the Letter of Credit by the County and release of any Subdivision final plat restrictions, based on the following criteria:

- a. No Building permits will be issued for any lot unless the street has been cut to subgrade, water and sewer mains and services have been installed adjacent to those lots, necessary storm detention and drainage facilities have been installed for each phase, and any proposed drainage improvements located on an individual lot have been completed.
- b. After completion of the above items, building permits may be issued on any lot provided the Developer submits proper guarantees that the improvements will be constructed and a reasonable schedule for completion of the improvements. The County may restrict issuance of building permits or certificates of occupancy if construction is not in compliance within the submitted schedule.
- c. The County Engineer may waive the timely completion of the improvements as condition to the issuance of permits provided reasonable progress is being made



on the subject improvements and sufficient financial guarantees have been provided.

- d. All other applicable requirements of the Boulder County Land Use Code and Building Code must be met before building permits can be issued.

12. **Vested Right**

In consideration of the above conditions and covenants, the County agrees to recognize a vested property right for the Development (Niwot Hills Subdivision, Phase 1) for a period of three years, beginning on the date of adoption of Exhibit A, as set forth in Condition #9, subject to modification, extension or termination as set forth herein. During this approved vesting period, subsequent regulations enacted by the County shall be applicable to the Development if necessary to protect the health and safety of the inhabitants of Boulder County, or if general in nature and applicable to all properties subject to County land use regulation. The Developer may request an extension of the vested right approved herein, in accordance with the Boulder County Land Use Code and applicable state law. The vested property right granted herein shall be terminated if the County determines that Developer is not in good faith compliance with the terms of this Agreement.

13. **Dedication and Other Requirements**

In connection with this Agreement, the Developer has executed a Conservation Easement applicable to Outlots A and B, as shown on the Phase 1 plat. Developer shall comply with the other terms, conditions, and commitments of record of the County's approval of the Development as contained in Exhibit A. In addition, the Developer shall participate in a road impact fee program if and when the County adopts such a program prior to the issuance of building permits under this Agreement. The styles of homes, colors and landscaping are established in the Design Guidelines attached hereto as Exhibit E. Development within the Niwot Hills Subdivision shall be subject to the Niwot Area Road Fund.

14. **Amendment/Waiver**

This Agreement may be canceled or amended with the mutual consent of the parties to bring the Development into conformance with federal or state law. The County shall have the right to waive its rights to enforce this Agreement, without obtaining the consent of any other entity or person, provided that any waiver shall be made in writing to be effective. However, any cancellation, amendment, or waiver which represents a material modification of the County's approval of the Development, as set forth in Exhibit A hereto, shall require a public hearing and approval according to applicable County land use regulations.

15. **Relationship to Homeowner's Association's Documents and Rules**

The County is not responsible for enforcing, nor has the County necessarily reviewed and approved, the Subdivision's covenants, homeowners' association documents, provisions or rules, or any other such documents governing the internal governance and control of the Subdivision.



The terms and conditions of the County's approval of the Subdivision, as set forth herein and on the Subdivision Final Plat, as well as the applicable provisions the Boulder County Land Use Code and Building Code, all shall govern and control over any conflicting provisions in the Subdivision covenants or other internal Subdivision governance documents and rules.

16. **Transfer of Property/Annexation**

This Agreement is intended to provide for the orderly construction of dwelling units and other improvements on the property containing the Development. Those owners of the Subdivision property or any portion thereof who obtain title subsequent to the date of recordation of this Agreement, or persons holding under Developer or subsequent owners, shall be entitled to construct dwelling units hereon by complying with the terms hereof, and shall also be bound by all applicable terms and obligations of this Agreement. If the Subdivision property becomes included within the boundaries of any city or town, the County's right to enforce this Agreement shall automatically pass to the governing body of the city or town.

17. **Enforcement**

The County may conduct a periodic review of the development of the Subdivision as necessary to assure compliance with this Agreement. This right includes the right to enter upon the Subdivision property at any time, without prior notice, to inspect for compliance with the terms of this Agreement.

The County, or any purchaser of any lot or area of land subject to the restrictions or requirements of the Subdivision Final Plat or this Agreement shall have the authority to bring an action in the Boulder District Court to compel the enforcement of this Agreement and the restrictions and requirements herein provided for, and to seek other relief as may be authorized by law. Such authority includes but is not limited to the right to compel rescission of any sale, conveyance, or transfer of title of any lot or area of land contrary to the provisions of such restrictions as set forth on the plat or in this Agreement pursuant to the provisions of C.R.S. § 30-28-137, as amended.

18. **Notation and Recordation**

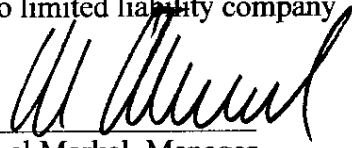
The Developer shall note on the Final Plat for the Development, as a plat note, the existence of this Agreement by reference to reception Number and Film number as recorded by the County Clerk and Recorder. The Developer shall file this Agreement for recording with the County Clerk and Recorder, along with any required Letter of Credit, conservation easements, or other documents required as part of the County's approval of the Development.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the date set forth below.



OWNER-DEVELOPER

Niwot Hills, LLC,
a Colorado limited liability company

By: 
Michael Markel, Manager

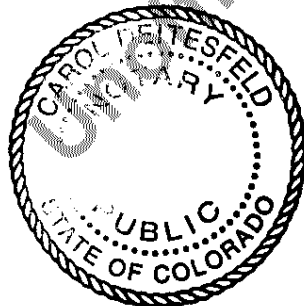
STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 9 day of September, 2004, by Michael Markel as Manager of Niwot Hills, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 2/24/2007.


Notary Public



My Commission Expires 2/24/2007



RESOLUTION 2002-132

A RESOLUTION CONDITIONALLY APPROVING BOULDER COUNTY LAND USE DOCKET #SD-99-02 ("NIWOT HILLS TDR/PUD SUBDIVISION FINAL PLAT" (PHASE I)): A REQUEST FOR APPROVAL OF A FINAL PLAT, WITH ASSOCIATED SITE SPECIFIC DEVELOPMENT PLAN, FOR A RECEIVING SITE FOR A PROPOSED TRANSFERABLE DEVELOPMENT RIGHTS (TDR)/PLANNED UNIT DEVELOPMENT (PUD) SUBDIVISION, FOR "PHASE I" CONSISTING OF 19 LOTS (REVISED FROM AN ORIGINAL REQUEST FOR 17 LOTS), TO BE PLATTED BASED UPON A SKETCH PLAN APPROVED FOR A TOTAL OF 46 LOTS, ON PROPERTY LOCATED AT 9300 NIWOT ROAD, ON THE SOUTHWEST CORNER OF NIWOT ROAD AND N. 95TH STREET, EAST OF MORTON HEIGHTS AND SOUTH OF THE BOULDER AND WHITE ROCK DITCH, IN SECTION 32, T2N, R69W

WHEREAS, Michael Markel ("Applicant") has requested approval of a final plat, with associated site specific development plan, for 19 lots (revised from an original final plat request for 17 lots), as "Phase I" of a subdivision development which has an approved sketch plan for a total of 46 lots under the transferable development rights ("TDR") subdivision provisions of Article 6 of the Boulder County Land Use Code ("the Land Use Code"), on a 156.8-acre parcel of property which is located as described in the caption to this Resolution, above ("the Subject Property"), in the Agricultural Zoning District in unincorporated Boulder County; and

WHEREAS, the Boulder County Board of County Commissioners ("the Board") approved the sketch plan for the proposed subdivision (total of 46 lots) in Resolution 99-142, and the preliminary plan for Phase I of the proposed development (17 lots) in Resolution 2002-56, adopted April 27, 2000; and

WHEREAS, the above-described final plat request (Phase I to plat 19 lots) was processed and reviewed as part of Boulder County Land Use Docket #SD-99-02 ("the Docket"), all as further described in the Boulder County Land Use Department Planning Staff's Memorandum and written recommendation to the Board dated August 6, 2002, with its attachments ("the Staff Recommendation"); and

WHEREAS, on June 19, 2002, the Boulder County Planning Commission ("the Planning Commission") held a duly-noticed public hearing on the Docket, and recommended conditional approval of the Docket to the Board; and

WHEREAS, on August 6, 2002, as continued to September 3, 2002 (to provide notice of the requested increase in platted lots from 17 to 19), and as continued again to September 24, 2002 (to allow an opportunity for the Applicant to work with Patina Oil &



Gas Corporation, mineral rights lessee in the Subject Property, in an attempt to resolve Patina's objections to the proposed final plat), the Board held a duly-noticed public hearing on the Docket ("the Public Hearing"), at which time the Board considered the Staff Recommendation and the recommendation of the Planning Commission, as well as the documents and testimony provided by the County Land Use Department, County Attorney's Office, representatives of the Applicant and of Patina Oil & Gas Corporation, and a member of the public; and

WHEREAS, at the Public Hearing on September 24, 2002, representatives of the Applicant and of Patina Oil & Gas Corporation stated that they had reached a written agreement whereby Patina had relinquished its rights to use the surface of the Subject Property (proposed Phase I development) for oil and gas exploration and development purposes, and on that basis Patina formally withdrew its objections to the Docket (Phase I final plat); and

WHEREAS, based on the Public Hearing, the Board finds that the Docket (Phase I final plat) meets the criteria in Articles 5 and 6 of the Land Use Code for a final plat for a TDR/PUD subdivision, and can be approved, subject to the conditions stated below, and finds further that with the Applicant's submission of the standard County development/subdivision agreement, the Docket meets the criteria for and can be approved as a site-specific development plan, also subject to the conditions stated below.

NOW, THEREFORE, BE IT RESOLVED that the Docket (Phase I final plat for 19 lots) is hereby approved, subject to the following terms and conditions:

- 1) The Applicant shall be subject to the dedication requirements for schools, parks and roads, per Section 7-1300 of the Land Use Code. As part of the dedication requirements, the Applicant shall dedicate a non-exclusive public access easement for the proposed trail system, and shall complete the construction of the trail, which is to be maintained by the Homeowners Association.
- 2) The Applicant shall be subject to all Mountain View Fire Protection District requirements for fire protection, Left Hand Water District requirements for public water service, and Niwot Sanitation District requirements for sewer service.



Boulder County Clerk, CO AG

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- 3) Development within the Niwot Hills TDR/PUD shall be subject to the appropriate County growth management plan and/or open space-impact fee and school impact fee plans, if and when adopted.
- 4) The development shall be subject to building heights, building envelopes, building colors, and landscaping requirements, as required for the submittal that are to be part of the official Docket file. In addition, prior to recordation, the Applicant shall submit covenants with design guidelines and landscaping requirements for the review and approval by the County Land Use Department staff, which shall be an official part of the Docket file for purposes of building permit review.
- 5) Development on the platted lots shall be subject to County's the typical Site Plan Review standards for a plains area dwelling, including lighting, revegetation, and grading requirements. The Applicant or his successor(s) shall provide an acceptable form of guarantee for the required landscaping if weather is not conducive for installation within 12 months of issuance of the certificate of Occupancy.
- 6) The County Land Use, County Transportation, County Parks & Open Space, and County Attorney staffs shall review and approve, as necessary, all final plat documents, including but not limited to a final plat, subdivision/development agreement, and covenants prior to recordation.
- 7) Sending units shall come from the Sending Site area designated on the Niwot TDR Area Map for the Niwot Hills TDR/PUD, as required in Section 6-700(K) of the Land Use Code. Phase I shall consist of three units by right and sixteen transferred development rights.
- 8) The Applicant shall be subject to the terms, conditions, and commitments of record for the Docket (all approved subdivision phases).
- 9) Pursuant to the site-specific development plan approved herein, the County grants a statutory vested right for the Phase I final plat (19 lots), which shall run for a period of three years beginning on the date of adoption of this Resolution as set forth below. The vested right granted herein shall expire immediately upon the running of this three-year period, unless the Board in its discretion approves



Boulder County Clerk, CO AG

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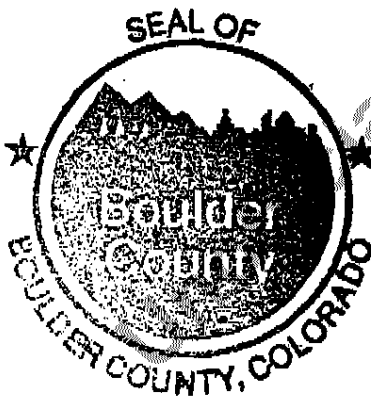
an extension pursuant to the applicable provisions of the Land Use Code.

BE IT FURTHER RESOLVED that the Chair of the Board is hereby authorized to sign the final plat and any other documents associated with the Docket, as approved by the Land Use Department in accordance with the terms of this approval.

A motion to approve the Docket, as stated above, was made by Commissioner Stewart, seconded by Commissioner Danish, and passed by a 2-0 vote, with Commissioner Mendez excused.

ADOPTED this 1st day of ~~October~~, 2002, nunc pro tunc the 24th day of September, 2002.

BOARD OF COUNTY COMMISSIONERS
OF BOULDER COUNTY:



Jana L. Mendez, Chair
(EXCUSED)

Paul D. Danish
Paul D. Danish, Vice Chair

Ronald K. Stewart
Ronald K. Stewart, Commissioner

ATTEST:

Dawn M. Ashcraft
Clerk to the Board

RECORDER'S NOTE:
PORTION OF DOCUMENT IS A
PHOTOCOPY.

AUG 12 2004

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SUBDIVISION/MULTIPLE TAP PURCHASE AGREEMENT

1. **PARTIES.** The parties to this Agreement are the **LEFT HAND WATER DISTRICT**, a title 32 Special District, ("District") and **Michael Markel** ("Applicant").

2. **RECITALS AND PURPOSE.** The Applicant is the owner of certain property to be developed, as described herein. The District is a special district organized under Colorado law which provides treated water service to its customers for which monthly service charges are made. The Applicant desires to purchase water taps for the development project. The purpose of this Agreement is to set forth the terms and conditions concerning the District's supplying such domestic water service to the proposed project. Accordingly, the parties agree to the following provisions in consideration of the mutual covenants set forth herein.

3. **TERM OF AGREEMENT.** This Agreement shall become effective upon execution by the parties and shall continue in full force and effect thereafter until terminated either as provided herein or in paragraph 6.3. In the event that the Applicant fails to obtain all applicable and required land use approvals of the Project within 180 days of execution of the Subdivision Agreement, the Agreement shall expire and all obligations herein including, without limitation, the District's commitment to sell such single family equivalencies as indicated in the Agreement shall automatically terminate.

4. **LEGAL DESCRIPTION OF PROJECT.** For purposes of this Agreement, the term "Project" shall mean the property described on **Exhibit A** which is attached and incorporated herein, and which is known as the Niwot Hills Subdivision, Boulder County, Colorado. The Applicant agrees to furnish a reproducible copy of the preliminary plat to the District and said plat is expressly incorporated in this Agreement. Any change or alteration in the area, size, shape, density, usages, requirements, tap equivalents needed, or timing of development of the subdivision which may affect the number of tap equivalents required for the project or the method or manner of the provision of water to or within the project shall first require the written approval of the District.

5. **TAPS NEEDED FOR PROJECT COMPLETION.** For purposes of this Agreement, the term "tap" shall mean that size of a connection to one of the District's treated water distribution lines and which is utilized and designed for a single family or its equivalency pursuant to the District's rules and regulations. The total number of single family equivalent ("SFE") taps for the project will be 19. Applicant requests and agrees to purchase, and District commits to sell, 19 SFE taps pursuant to this Agreement.

6. **TAP PURCHASE.**

6.1 Within 10 days of final plat approval, the Applicant will tender to the District a check in the amount of \$ 64,576.00 representing:

- a. \$ 51,376.00 for pre-payment of 40% of the current plant investment fee component of the total SFE tap fee charged by the District for 19 SFE taps, with a deferral of the other components of the tap fees, including transfer of the raw water units required by this Agreement, until anticipated activation of the tap.
- b. \$ 13,200.00 for 100% of the Fire Hydrant Fund Fee of \$ 1,200.00 per fire hydrant for each of the 11 hydrants to be installed, as shown on the approved plans.
- c. \$ N/A for 100% of the line participation fee of \$ N/A per tap for the reimbursement to the District and/or third party or parties which paid for the construction costs of the main line(s) extension(s) which will service the project

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EXHIBIT B



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6.2 Applicant agrees to complete the purchase of the 19 committed taps by payment of the remaining components of the then applicable tap fee, excluding the raw water component, in accordance with the following schedule, provided that any taps purchased in full in any given year in excess of the minimum specified below shall be credited to the following year's minimum:

2 taps in year 1

2 taps in year 2

5 taps in year 3

5 taps in year 4

5 taps in year 5

6.3 In the event that the Applicant fails to complete the purchase of the minimum number of taps in each year specified above, or fails to complete the purchase of all 19 taps within 5 years of payment of fee in accordance with ¶ 6., the District shall retain the 40% deposit and the raw water shares/units transferred hereunder as liquidated damages and the obligation of the District to provide further taps shall be terminated. The undersigned acknowledges that by extending this Agreement, the District has agreed to commit a definite portion of the total capacity of its system to the Applicant and therefore must look to the Applicant for performance of its obligations to purchase the committed taps in order for the District to meet its financial obligations.

6.4 In the event of an intended increase in the tap fee charges (excluding the raw water component) District agrees to give notice of the proposed increase to the Applicant at least 30 days in advance of the effective date of such increase.

6.5 Upon completion of the improvements, the Applicant shall give District 90 days advance notice of its intention to physically connect the development to the District's lines and facilities to effectuate the raw water transfers. Applicant shall, before any such connection is made, transfer the raw water and pay the balance of any amounts due and owing for such tap fees, including without limitation, the raw water component (if water is not transferred to District) and other components of the tap fee, in accordance with the District's then applicable fee schedule.

7. RAW WATER TRANSFER.

7.1 As a condition of activation of the purchased taps, Applicant shall transfer 1.325 units/shares of C-BT water for each tap purchased. The cash value of any excess units transferred to meet this requirement shall be applied or credited to the balance of the remaining tap fees due and owing. The raw water to be transferred shall consist of 25.175 units/shares as may be adjusted pursuant to District regulations. In the event that raw water is not transferred to the District upon execution of this Agreement, Applicant must obtain said units and effectuate the transfer of the raw water prior to



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activation of the taps. In the event that Applicant can not obtain the required raw water on the open market, the Applicant may, at the discretion of the District's Board and for good cause shown, make a cash payment in lieu of the transfer of raw water, in such an amount as the District may determine to be necessary to obtain raw water including administrative costs, transfer fees and other related costs, or in accordance with its then existing policies, rules and regulations.

7.2 Applicant shall give District 90 days advance notice of its intention to physically connect such taps to the District's lines and facilities to provide the District with sufficient time to effectuate the raw water transfers, if needed. Applicant shall, before any such connection is made, transfer the raw water and pay the balance of any amounts due and owing for such tap fees, including without limitation, the fee in lieu of raw water component (if water is not transferred to District) and all other components of the tap fee, in accordance with the District's then applicable fee schedule.

7.3 The failure of Applicant to complete the raw water transfer, or to pay the cash amount in lieu thereof as set forth in paragraphs 7.1 and 7.2, or to pay the remaining components of the tap fees for the total number of taps specified in paragraph 5, on or before the fifth anniversary of the initial payment to the District of the plant investment fee component of the tap fee, shall constitute a default. Upon such default any sums paid hereunder by Applicant shall be retained by District as liquidated damages for such default. It is understood and agreed by Applicant that the purpose of this requirement for completion of the purchase of all taps within a five year period is based upon the financial requirements of the District to fund its capital construction needs. The District, by this Agreement, has committed a definite portion of the total capacity of its system to the Applicant and, therefore, must look to the Applicant for performance of its obligations in order that the District may meet its capital construction and operating expenses. If there is a default by Applicant, District may recommit such taps to other applicants without further notice to Applicant.

8. **DESIGN SPECIFICATIONS.** It is agreed, as a condition precedent to service, that all water lines and appurtenant facilities required to provide water service within the boundaries of Applicant's project as described on Exhibit A and all necessary transmission lines, connecting lines and appurtenant facilities necessary to connect with the lines of the District as presently engineered and installed, shall be installed at Applicant's sole cost and expense and shall be in accordance with the current edition of the District's Standards and Specifications. Applicant agrees that the actual installation and construction shall be subject to the general, as opposed to specific, supervision of, and inspection by, the District and all related costs of the District's engineering study, review, approval and inspection (including the District's cost and expenses of obtaining necessary easements if public rights-of-way are not available or if available, not feasible to utilize) shall be at the cost of Applicant. Applicant further agrees to give the District, through the District's Engineer, adequate notice, prior to commencement of construction, of the date when such construction shall begin.

9. **EASEMENTS.** Applicant shall furnish, at Applicant's expense, all easements, rights-of-way, and consents both within the project (if public utility easements are not dedicated by the plat) and without the project, if required. Such easements, rights-of-way and consents shall be provided prior to commencement of construction. Those easements lying outside of the project and which may be required for the construction



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of any portion of the water lines and appurtenant facilities which may be needed to service the project (excluding public rights of way), and as determined by the District in its sole discretion, shall be obtained by District but at Applicant's expense. All such costs and expenses of easement acquisition shall be paid by Applicant to District as a condition precedent to service to the project.

10. WATER SERVICE.

10.1 The Applicant acknowledges that District is responsible only for making domestic water available to the project's individual taps at such pressure as may be available at the point of delivery as a result of the District's normal operation of its water system. The District may temporarily disconnect the flow of water in the main or at the individual points of delivery in order to repair, maintain, test, improve, or replace the main or other portions of the District's water distribution, storage and or supply system.

10.2 Applicant covenants and agrees that it will not make any warranties or representations to any home builder, contractor, developer, landscaping contractor, home owner, lessee, tenant, property owner, or any other person or entity, regarding the District's water system's capabilities, pressure, or flows.

11. SALE OF LINES. Upon completion, approval and acceptance of the work by the District through the issuance of the District's certificate of acceptance, this Agreement shall operate as a sale, conveyance, transfer and assignment by the Applicant of all Applicant's interest and ownership in said lines to the District, free and clear of all liens and encumbrances, and shall warrant that the work has been done in accordance with the laws of the State of Colorado, and all other governmental subdivisions, agencies and units and in accordance with the design standards and requirements of the District. Applicant shall guarantee the lines as installed against faulty workmanship and materials to the District for a period of two years from conveyance and shall, during said period, pay all cost and expense of repair or replacement of said lines and, at the request of the District, furnish a bond guaranteeing said repair and replacement. Upon completion, approval, acceptance, conveyance and transfer of lines and facilities to the District, the District shall assume all responsibility thereafter, and all cost and expense for operation and maintenance except as to the above two-year guarantee. Completion of construction, inspection, approval and acceptance by the District, transfer of lines and facilities to the District, payment of all construction costs and expenses required to be done and paid by the Applicant are conditions precedent to the obligation of the District to furnish and provide water service to the project.

12. OVERSIZE LINES. In the event Applicant shall be required to pay for installation of transmission and connecting lines outside the boundaries of Applicant's subdivision, and District requires that such lines and facilities be oversized to permit the use of those lines by the District to serve additional lands and property in addition to the property of the Applicant, District agrees to establish the cost of such over sizing and to reduce this cost to a "cost per tap" based upon the engineered capacity of the lines and the system which such over sizing can serve. District and Applicant shall enter into a Line Participation Agreement which shall provide, as a minimum, that the District will impose a surcharge upon future users of the oversized line, said surcharge to be calculated on a per tap basis utilizing District's engineering estimate as to the line's total capacity. During a period of seven years from and after the date of the Line Participation

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Agreement, but not thereafter, the District will collect and pay to Applicant the collected line surcharges to reimburse Applicant for its additional costs in paying for the over sizing of the line.

13. **DISTRICT REGULATIONS.** All service provided under this Agreement shall be subject to the monthly service charges and all bylaws, rules and regulations of the District which may be in force from time to time.

14. **GOVERNMENTAL REGULATIONS.** All provisions of this Agreement to the contrary notwithstanding, the obligation of the District to furnish water service under this Agreement, is limited by, and subject to all orders, requirements and limitations which may be imposed by federal, state, county or any governmental or regulatory body or agency having jurisdiction and control over the District and/or the operation of its domestic water system and treatment facilities.

15. **DOCUMENTS TO BE FURNISHED.** Upon execution of this Agreement, or at such time or times as may be requested by District, Applicant agrees to furnish District the following:

15.1 A topographical survey of the property described in this Agreement; and

15.2 Final Subdivision plat approved by appropriate regulatory boards, commissions, or agencies, together with requirements and conditions fixed by such entities for development and evidence of the Applicant's compliance or plan for compliance; and

15.3 In the event the initial area to be served under this Agreement is not the entire project to be developed by Applicant and the remainder is being planned as a phased development, Applicant shall furnish sketch plans, preliminary plats and/or plans as developed by the Applicant with reference to the future total development of the entire property. It is understood and agreed that a request for information as to future plans and developments of the Applicant (and the consideration of such plans by the District in connection with its obligation to service Applicant's above-described land under this Agreement) shall not be construed as an agreement or obligation of District to serve such other lands, additional lands, or areas proposed by the Applicant for such future development beyond that provided in existing written commitments. All information required to be furnished to District by Applicant shall be provided at Applicant's expense.

15.4 Recorded plats and drawings of the development, including a mylar map and AutoCAD diskette file certified by Applicant's engineer, depicting all lines, valves, fittings and appurtenances as constructed, installed, and transferred pursuant to Paragraph 11 above.

16. **DELAYS.** Any delays in, or failure of, performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God and nature, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, restrictions or limitations contained in any initiative approved by the voters, shortages of labor materials, or other causes, similar or dissimilar, which are beyond the control of such party, including any governmental orders, directives, requirements or limitations described above.



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17. **PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of the Agreement.

18. **ADDITIONAL DOCUMENTS OR ACTION.** The parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.

19. **INTEGRATION AND AMENDMENT; PRIOR AGREEMENTS.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. The Applicant shall reimburse the District for any expenses incurred by the District in connection with any amendment of this Agreement requested by the Applicant. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

20. **ALTERNATIVE DISPUTE RESOLUTION.** In the event of any dispute or claim arising under or related to this Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbiter Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 60 days following either party's written request therefor. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the District Court for Boulder County.

21. **ASSIGNMENT.** If Applicant is not in default hereunder, Applicant may assign this Agreement without the prior consent of the District, provided said assignment is in writing and further provided that the assignment is made in conjunction with a transfer of all or substantially all of the property described herein. No assignment shall, however, be effective upon the District unless and until the District receives written notice or copy of the assignment.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective legal representative, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of the Agreement except as otherwise specifically authorized herein.

DATED: June 12, 2003



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LEFT HAND WATER DISTRICT

RECORDER'S NOTE:
PORTION OF DOCUMENT IS A
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By: *Brian Burnett*

President

P.O. Box 201, Niwot, CO 80544

ATTEST:

S. Alice Ochs

Secretary

STATE OF COLORADO)

SS

COUNTY OF BOULDER)

Unofficial Copy

The foregoing instrument was acknowledged before me this 12th day of June, 2003,
by Brian Burnett as President and S. Alice Ochs as Secretary
of the Left Hand Water District.

Witness my hand and official seal.

4/20/06

My commission expires: _____



Kim Marie Lane

Notary Public



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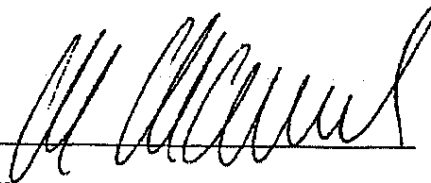
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Applicant

By: Michael Markel

STATE OF COLORADO)

) ss

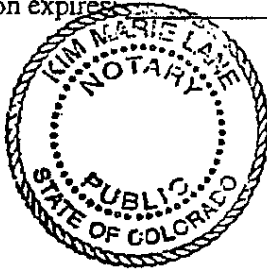
COUNTY OF BOULDER)

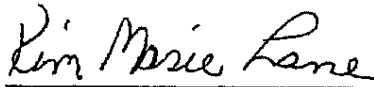
The foregoing instrument was acknowledged before me this 30th day of June, 2003
by Michael Markel

Witness my hand and official seal.

4/20/06

My commission expires _____





Notary Public



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EXHIBIT A

NE 1/4 Section 32 T2N R69W of the 6th P.M., County of Boulder
State of Colorado

Unofficial Copy



*Important Doc.
Niwot San. Approvals*

Niwot SANITATION DISTRICT

NIWOT HILLS/FIRST PHASE RESIDENTIAL SUBDIVISION SERVICE AGREEMENT

1. **PARTIES.** The parties to this Agreement are the NIWOT SANITATION DISTRICT (District) and ,Michael Markel (Applicant).

2. **RECITALS AND PURPOSE.** The Applicant is the owner of certain property described on Exhibit A, Niwot Hills Subdivision to this Agreement. The District is a special district organized under Colorado law which provides service to its customers for which monthly service charges are made. The Applicant desires that the District provide sewer service and sewer taps within the boundaries of the property described on the attached Exhibit A. The District agrees to supply such service. The purpose of this Agreement is to set forth the terms and conditions concerning the District's supplying such service to Applicant's property.

3. **LEGAL DESCRIPTION.** The Applicant is the owner of that certain parcel of real property located in Boulder County, Colorado, which is more fully described on the attached Exhibit A. The Applicant agrees to furnish two reproducible copies (24"x36") of the subdivision plat as well as an 8 1/2"x11" copy of the plat, to the District. Said plat is expressly incorporated in this Agreement. Any change or alteration in the area, size, shape, density, usages, requirements, taps or timing of development of the subdivision shall first require the written approval of the District.

4. **SEWER TAPS.** Applicant hereby makes application for nineteen single-family residential service connections (taps) to the District's sanitary sewer system for service on lots one through eighteen and lot forty-six of the real property described on Exhibit A. District agrees to furnish sanitation sewer service for single-family residential service connections (taps) within the boundaries of the property described on Exhibit A, not to exceed the number of taps for which application has been made, upon the terms and conditions set forth in this Agreement.

5. **PURCHASE OF TAPS.** It is agreed that Applicant may purchase and District shall sell to the Applicant the total number of taps to the District's system for which application has been made at a price which shall be the current tap fee as established by the District's Board of Directors on the date such tap, or taps, are purchased. Applicant agrees, upon execution of this Agreement, to pay to the District the sum of \$49,800.00 representing no less than 10% of the total taps to be purchased. In no instance shall applicant purchase less than three taps or any fraction of a tap. The total number of taps for which Application is made under this Agreement computed on the basis of the District's tap fee of

7395 N. 95th Street • Niwot, CO 80503 • 303-652-2525 • FAX 652-2392



\$16,600.00) as of the date of this Agreement

6. **INCREASES IN TAP FEES.** District is not required to provide notice in the event of increase in tap fee charges.

7. **TERM OF AGREEMENT.** Applicant agrees that all taps for which application has been made will be purchased within the period set forth in paragraph 8 below.

8. **MINIMUM ANNUAL PURCHASE.** Applicant will purchase taps according to the following schedule:

<u>By</u>	<u>Not Fewer Than</u>
4/8/03	three taps
4/8/04	three taps
4/8/05	three taps
4/8/06	three taps
4/8/07	three taps
4/8/08	three taps
4/8/09	one tap

TOTAL Nineteen Taps

Applicant further agrees that failure to adhere to the tap purchase schedule or obtain Board approval to modify said schedule shall result in forfeiture of deposit (the first three taps which shall be assigned to the last three lots developed in the first phase of Niwot Hills) and will, at Board's discretion, void the contract.

Pursuant to Section 3.6 of the District's Rules and Regulations, monthly service charges become due and payable when a tap is connected to the District's sewer system or one year from the date on which the tap is purchased, whichever occurs first.

9. **PROCEDURE TO PURCHASE TAPS.** In order to provide for accurate record keeping concerning the number of taps purchased by Applicant under the terms of this Agreement, only the Applicant shall be permitted to purchase taps hereunder. The District reserves the right to establish procedures governing the purchase of taps.

Applicant shall provide District with a list of lots and blocks within the subdivision and their corresponding street addresses prior to the purchase of any taps.

10. **DEFAULT.** If the minimum number of taps are not purchased in each year, if the total number of taps are not purchased within said six-year period, or if said taps are not placed in service within the time specified, the obligation of the District to provide the balance of such taps for such year shall terminate



upon such default and any sums paid hereunder by Applicant shall be retained by District as liquidated damages for such default. It is understood and agreed by Applicant that the purpose of this requirement for advance against purchase of taps, the requirement for minimum purchases in each year, the requirement for purchase of all taps within a six-year period, and the requirement that taps be placed in service within one year after purchase is based upon the financial requirements of the District to pay its necessary operating expenses. The District, by this Agreement, has committed a definite portion of the total capacity of its system to the Applicant and, therefore, must look to the Applicant for performance of Applicant's financial obligations in order that

District may meet its financial obligations. If there is default by Applicant, District must be in a position to immediately recommit taps to other applicants.

11. DESIGN SPECIFICATIONS. As a condition precedent to service, Applicant agrees that all sewer lines and appurtenant facilities required to provide sanitary sewer service within the boundaries of Applicant's property as described on Exhibit A and all necessary outfall lines and appurtenant facilities necessary to connect with the lines of the District as presently engineered and installed, shall be in accordance with design and specifications as fixed by the District from time to time. The parties understand and agree that the Applicant and Applicant's successors in title shall be solely and exclusively responsible for service lines, that is, those lines which are attached to the District's lines and which run to individual residences, or other users. Applicant agrees that the actual installation and construction shall be subject to the supervision and inspection by the District and all costs of engineering study, review, approval and inspection shall be at the cost of and paid by Applicant. Applicant further agrees to give the District, through the District's Engineer, adequate notice, prior to commencement of construction, of the date when such construction shall begin. Completion of construction, inspection approval by the District, payment of all construction costs, and delivery to the District of a complete and accurate set of "as built" drawings showing the exact location of all lines, including service lines, shall be conditions precedent to the District's providing service.

Applicant shall also provide District with a 3 1/2 inch floppy disk containing all plat information, including as-builts at completion of installation. The disk shall be able to be used on an Auto Cad. (Version 11.0 or higher), and shall be acceptable to the District.

12. EASEMENTS. Applicant shall furnish, at Applicant's expense, all easements, rights-of-way, consents, permits, licenses and other agreements, completion and payment bonds, liability insurance for installation and construction of sewer lines and



appurtenant facilities prior to commencement of construction, and in a format which is acceptable to the District.

13. SALE OF LINES. Upon completion, approval and acceptance of the work by the District, this Agreement shall operate as a sale, conveyance, transfer and assignment by the Applicant of all Applicant's interest and ownership in said lines and property to the District, free and clear of all liens and encumbrances, and shall warrant that the work has been done in accordance with the laws and regulations of the State of Colorado, and all other governmental subdivisions, agencies and units and in accordance with the design standards and requirements of the District. Applicant shall guarantee the lines as installed against faulty workmanship and materials to the District for a period of two years and shall, during said period, pay all cost and expense of repair or replacement of said lines and, at the request of the District, furnish a bond guaranteeing said repair and replacement.

Upon completion, approval, acceptance, conveyance and transfer of lines and facilities to the District, the District shall assume all responsibility thereafter, and all cost and expense for operation maintenance except as to the above two-year guarantee. Completion of construction, inspection, approval and acceptance by the District, transfer of lines and facilities to the District, payment of a all construction costs and expenses required to be done and paid by the Applicant are conditions precedent to the obligation of the District to furnish and provide sewer service.

14. OVERSIZE LINES. In the event Applicant shall be required to pay for installation of outfall and connecting lines outside the boundaries of Applicant's subdivision, and District requires that such lines and facilities be oversized to permit the use of these lines by the District to serve additional lands and property in addition to the property of the Applicant, District agrees to establish the cost of such oversizing on a per tap basis. The amount of line identified as oversized will be determined by the engineered capacity of the lines and the system which such oversizing can serve. District further agrees to impose a surcharge that will be assessed to all other purchasers identified as deriving a benefit from such oversizing. This tap surcharge shall be in effect during a period of five years from and after the date of this Agreement but not thereafter to pay to Applicant herein for its cost the amounts so collected and received by District (minus administrative costs not to exceed 10%) from such other applicants but, in no event, more than the total cost of such oversizing advanced and paid by the Applicant herein. District shall make a good faith effort to levy and collect surcharge, but shall not be responsible for any failure to do so.

15. DISTRICT REGULATIONS. All service provided under this Agreement shall be subject to the monthly service charges and all rules and regulations of the District which may be in force from time to time.



16. **GOVERNMENTAL REGULATIONS.** No withstanding all provisions of this Agreement to the contrary notwithstanding, the obligation of the District to furnish sewer service under this Agreement is limited by and subject to all orders, requirements and limitations which may be imposed by federal, state, county or any other governmental or regulatory body or agency having jurisdiction and control over the District and the operation of its sanitary system.

17. **DOCUMENTS TO BE FURNISHED.** Upon execution of this Agreement, or at such time or times as may be requested by District, Applicant agrees to furnish District the following:

17.1 A topographical survey of the property described in this Agreement.

17.2 County zoning maps, rules and regulations showing subject property with reference thereto.

17.3 Subdivision plat approved by appropriate regulatory agencies, together with requirements and conditions fixed by such agencies for development and evidence of the Applicant's compliance or plan for compliance.

17.4 In the event the initial area to be served under this Agreement shall not be the entire property owned by Applicant as hereinabove described, Applicant shall furnish preliminary plats and plans as developed by the Applicant with reference to the future total development of the entire property so that prior issuance of taps and initial installation of lines and facilities by the District may study and consider the total development under this Agreement as it may relate to future demands upon the District for service within the entire development and the effect this may have, presently and in the future, on the District's entire system and its obligations in regard thereto. It is understood and agreed that a request for information as to future plans and developments of the Applicant, and the consideration of such plans by the District in connection with its obligation to service Applicant's above-described land under this Agreement, shall in no way be construed as an agreement or obligation of District to serve such other lands or areas proposed by the Applicant for such future development. All information required to be furnished to District by Applicant shall be provided at Applicant's expense.

18. **DELAYS.** Any delays in, or failure of, performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or



materials, or other causes, similar or dissimilar, which are beyond the control of such party.

19. **TIME OF ESSENCE.** Time is of the essence, and if any payment or any other condition, obligation or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the nondefaulting party, in which case, the nondefaulting party may recover such damages as may be proper. If the nondefaulting party elects to treat this Agreement as being in full force and effect, the nondefaulting party shall have the right to an action for specific performance or damages or both.

20. **PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of the Agreement.

21. **ADDITIONAL DOCUMENTS OR ACTION.** The parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.

22. **INTEGRATION AND AMENDMENT.** This Agreement represents the entire agreement between them and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the partes. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

23. **ARBITRATION.** Pursuant to Rule 109 of the Colorado Rules of Civil Procedure, all controversies, claims, or disputes arising out of or relating to this Agreement, or any alleged breach thereof, shall be determined by arbitration, in Longmont, Colorado, in accordance with the rules then obtaining of the American Arbitration Association. The arbitration award shall be binding upon the parties. The prevailing party may file such award with the Clerk of the District Court of Boulder County who shall enter judgment thereon, and if such award requires the payment of money, execution shall issue on such judgment. The expenses of witnesses for either side shall be paid by the party producing such witnesses. The cost of the stenographic record, if any is made, and all transcripts thereof, shall be prorated equally among all parties ordering copies thereof unless they shall agree otherwise, and shall be paid for such parties directly to the reporting agency. All other expenses of the arbitration, including the expenses of the arbitrator, and the expenses of any witness or the cost of any proofs produced at the direct request of the arbitrator, shall be shared equally by the parties, unless they agree otherwise, or unless the arbitrator in his award assesses such expenses or any part thereof against any specified party or parties.



24. **ATTORNEYS' FEES.** If any party breaches this Agreement, the breaching party shall pay all of the nonbreaching party's reasonable attorneys' fees and costs in enforcing this Agreement whether or not legal proceedings are instituted.

25. **GOVERNING LAW.** This Agreement shall be governed by the laws of Colorado.

26. **NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

27. **ASSIGNMENT.** This Agreement shall not be assigned except with the prior written consent of the parties.

28. **EXHIBITS.** All exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.

29. **WAIVER OF BREACH.** The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

30. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective legal representative, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of the Agreement except as otherwise specifically authorized herein.

31. **DATED.** April 8, 2003.

NIWOT SANITATION DISTRICT

By Bob Jones
Bob Jones, Vice President
7395 N. 95th St.
Niwot, Colorado 80504
(303) 652-2525

ATTEST:



Secretary

RECORDER'S NOTE:
PORTION OF DOCUMENT IS A
PHOTOCOPY.

Michael Markel, Owner
5723 Arapahoe Road, #2A
Boulder, CO 80303
(303) 449/8689 Ph.
(303) 444/2798 Fax

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 10th
day of June 2003, by Bob Jones, as Vice President,
and Gayle Packard-Seeburger, as Secretary, of Niwot Sanitation
District.

Witness my hand and official seal.

My commission expires: 9/16/04

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 23rd
day of May 2003, by Michael Markel, as Owner.

Witness my hand and official seal.

My commission expires: 9/16/04

Notary Public

DFB:sd



Exhibit A

Unofficial Copy

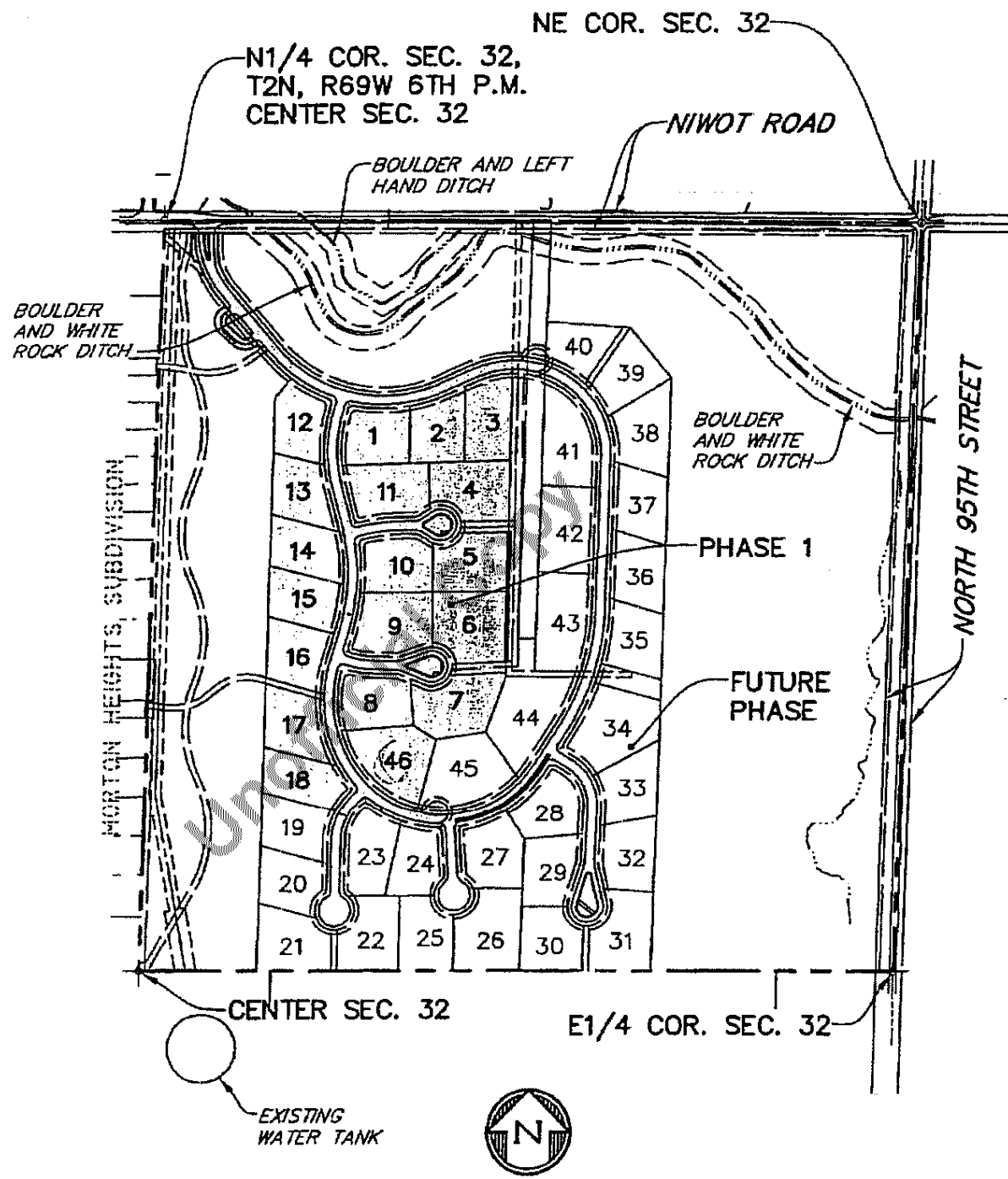


Exhibit B

Unofficial Copy



37



SCALE: 1" = 500'

H:\E5036\vicmap2.dwg_03/13/03 11:14:01 AM 1:1 Drexel Barrell & Co. LRR

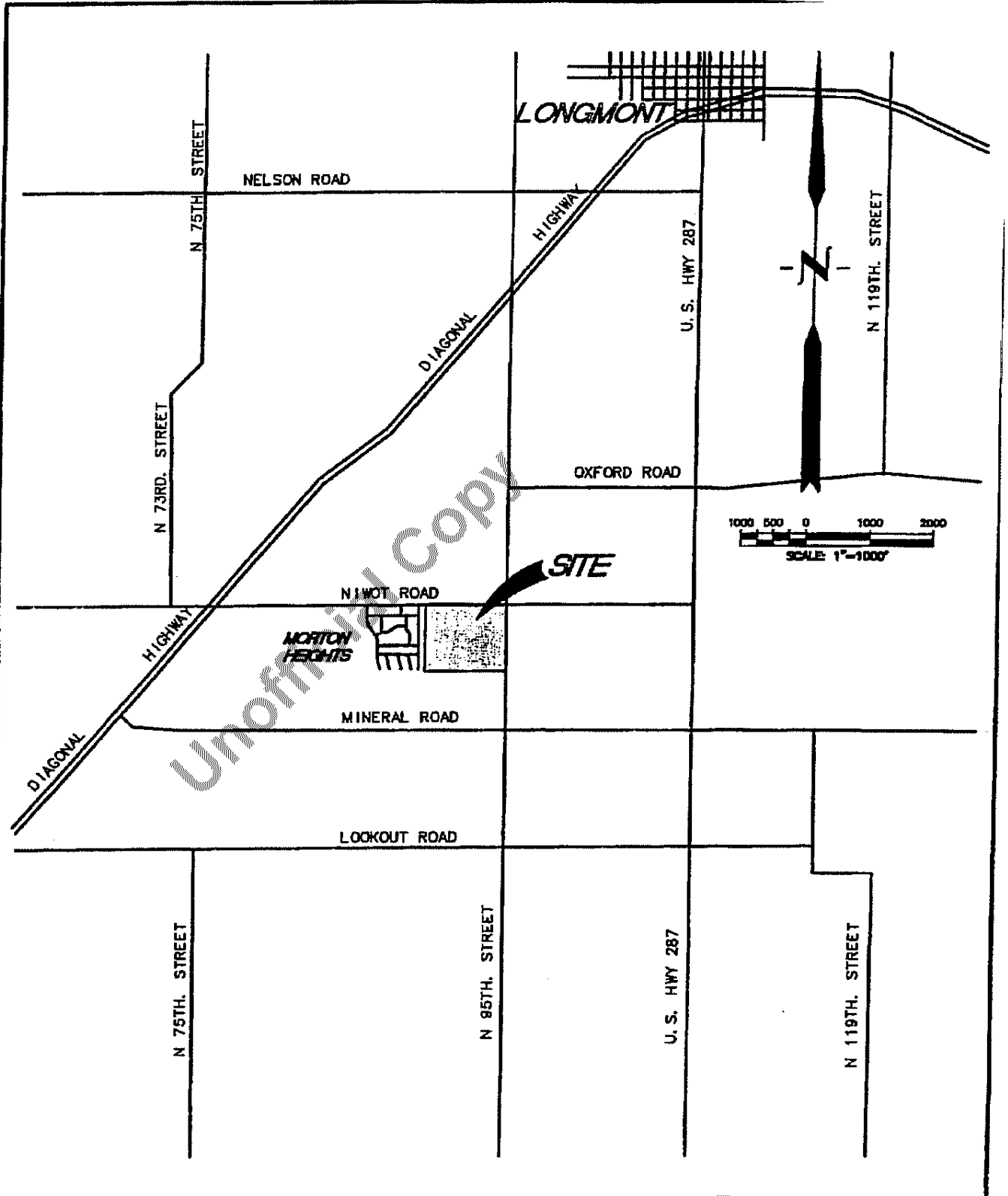


VICINITY MAP
 NIWOT HILLS
 NIWOT, COLORADO

Drexel Barrell & Co.
 Engineers • Surveyors

DATE:	Job No:
08/05/02	E-5036

JUN 30 04 02:45P BRTM NICK 3036645708 P. 14



HA E5036\vicmap.dwg, 03/13/02 11:08:22 AM, I:1, Drexel, Barrell & Co, LRR

Unofficial Copy

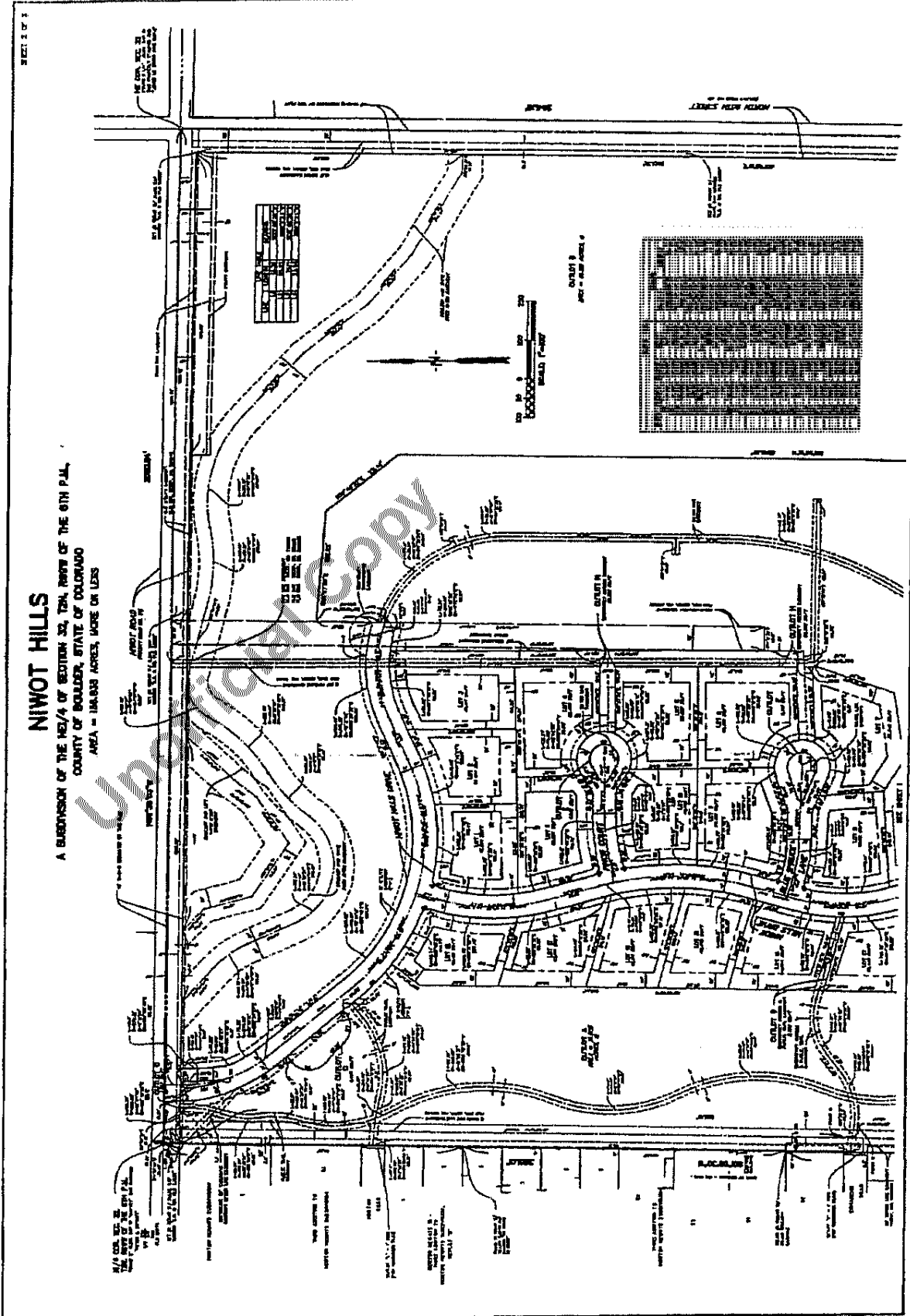


LOCATION MAP
 NIWOT HILLS
 NIWOT, COLORADO

Drexel Barrell & Co.
 Engineers • Surveyors

DATE:
 03/13/02

Job No:
 E-5036



S:\35618\5618P101.dwg, 03/13/03 11:18:22 AM, I:3.30943, Drexel, Bottell & Co. LRR



APR 10 2002 4:38PM WELLS LOVE & SCOBY

Boulder County Clerk, CO AG

R 0.00

RECORDER'S NOTE:
PORTION OF DOCUMENT IS A
PHOTOCOPY.

Please include a typed
self-addressed envelope.
MUST BE TYPED
FILING FEE: \$50.00*
MUST SUBMIT TWO COPIES

MAIL TO:
Secretary of State
Corporations Section
1560 Broadway, Suite 200
Denver, CO 80202
(303) 894-2251
Fax (303) 894-2242

FILED - CUSTOMER COPY
ROBERTA JOHNSON
COLORADO SECRETARY OF STATE

20011038174 M
\$ 50.00
SECRETARY OF STATE
02-22-2001 10:55:49

ARTICLES OF ORGANIZATION

I/We the undersigned natural person(s) of the age of eighteen years or more, acting as organizer(s) of a limited liability company under the Colorado Limited Liability Company Act, adopt the following Articles of Organization for such limited liability company:

FIRST: The name of the limited liability company is NIWOT HILLS, LLC

SECOND: Principal place of business (if known): 5723 Arapahoe Av., Unit 2A
Boulder, CO 80301

THIRD: The street address of the initial registered office of the limited liability company is same

The mailing address (if different from above) of the initial registered office of the limited liability company is same

The name of its proposed registered agent in Colorado at that address is Michael Markel

FOURTH: The management is vested in managers (check if appropriate).

FIFTH: The names and business addresses of the initial manager or managers, ~~or if the management is vested in members, the names and addresses of the members, are:~~

NAME	ADDRESS (include zip code)
<u>Michael Markel</u>	<u>5723 Arapahoe Av., Unit 2A</u>
<u></u>	<u>Boulder, CO 80301</u>

SIXTH: The name and address of each organizer is:

NAME	ADDRESS (include zip code)
<u>Michael Markel</u>	<u>5723 Arapahoe Av., Unit 2A</u>
<u></u>	<u>Boulder, CO 80301</u>

Signed _____ Organizer

Signed Michael Markel Organizer

*Fees are subject to change and should be confirmed before filing.





OPERATING AGREEMENT

NIWOT HILLS, LLC

a Colorado Limited Liability Company

The undersigned do hereby enter into this Operating Agreement, effective this ____ day of _____, 2001 under the name style of NIWOT HILLS, LLC, a Colorado Limited Liability Company (the "LLC").

ARTICLE ONE: INTRODUCTION

The parties have this day formed a Limited Liability Company for the purpose of acquiring real estate lots and constructing single family residences thereon for sale, and to engage in any other lawful business incidental thereto and as agreed to by the Members.

ARTICLE TWO: PLACE OF BUSINESS

The principal place of business of the LLC shall be 5723 Arapahoe Ave., Unit 2A, Boulder, CO 80301, or such other address to which the business may from time to time be moved.

ARTICLE THREE: DURATION OF THE LLC

The LLC shall commence immediately, upon the acceptance of Articles of Organization by the Colorado Secretary of State, and shall continue for a term not to exceed, in any event, thirty years thereafter unless terminated sooner (a) by operation of law, or (b) by the unanimous agreement between the Members, or (c) upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member of the LLC, or the occurrence of any other event which terminates the continued membership of a Member in the LLC, which would otherwise cause early termination of the LLC under the provisions of the Colorado Limited Liability Company Act, and the remaining Member elects not to continue the business of the LLC.

ARTICLE FOUR: CAPITAL CONTRIBUTIONS

The initial capital of the LLC shall be \$500.00. The undersigned Member agrees to share in all capital contributions, profits, losses, and surplus of the LLC according to the percentage of their ownership. Each member owns an undivided interest in the business and LLC as follows:

Michael Markel	\$500	100%
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ARTICLE FIVE: ADDITIONAL CAPITAL CONTRIBUTIONS

The Members shall contribute in proportionate amounts any additional capital deemed necessary for the operation of the LLC, provided, however, that in the event that a Member refuses or fails to contribute his or her share of any or all of the additional capital, the other Member shall pay such capital not paid by such refusing Member and such Member shall receive therefore an increase in the proportionate share of the ownership or interest in the LLC in direct proportion to the said additional capital contributed. Unless otherwise agreed, the right to make up additional capital contributions of a refusing Member shall be available in the same order as the right to purchase in the case of a withdrawal of a Member, as set forth below.

ARTICLE SIX: PURPOSE

The purpose of the LLC is for real estate development.

ARTICLE SEVEN: DIVISION OF PROFITS AND LOSSES

Each of the Members shall own a percentage interest in the LLC as set forth in ARTICLE FOUR, except as the same may hereafter vary or change as provided in ARTICLE FIVE. All profits and losses of the LLC enterprise shall be shared by each of said Members according to the percentage of interest each Member owns. A separate capital account shall be maintained for each Member throughout the term of the LLC in accordance with Treasury Regulation S1.704-1(b). No Member shall make any withdrawals from capital without prior approval of the other Member. If the capital account of the Member becomes impaired, such member's share of subsequent LLC profits shall be first credited to such member's capital account until that account has been restored.

ARTICLE EIGHT: MANAGEMENT

The business and affairs of the LLC shall be vested in a Manager. The name and address of the initial Manager is Michael Markel, 5723 Arapahoe Av., Unit 2A, Boulder, CO 80301.

ARTICLE NINE: MEMBERS

9.1 MEMBERS. The original Member shall be Michael Markel.

9.2 ADDITIONAL MEMBERS: Additional Members may be admitted only by unanimous consent of the Members.

ARTICLE TEN: MEETINGS OF MEMBERS

The LLC shall not be required to prepare nor keep minutes of any meeting of the Members.



ARTICLE ELEVEN: VOLUNTARY TERMINATION

The LLC may be dissolved at any time by agreement of all the Members, in which event the Members shall proceed with reasonable promptness to liquidate the LLC. The assets of the LLC shall be distributed in the following order:

- (a) To pay or provide for the payment of all LLC liabilities to creditors other than Members, and liquidating expenses and obligations;
- (b) To pay debts owing to Members other than for capital and profits;
- (c) To pay for debts owing to Members in respects to capital; and
- (d) To pay debts owing to Members in respects to profits.

ARTICLE TWELVE: WITHDRAWAL

If a Member desires to withdraw from the LLC, written notice shall be given to the other Member of such intention. Upon receipt of such notice from the withdrawing Member, the remaining Member shall have the option to purchase the withdrawing Member's interest, which option must be exercised within two weeks of receipt of said written notice.

The price to be paid for a retiring Member's interest shall be the percentage of the withdrawing Member's interest in the LLC, times the value of the LLC's real property and improvements thereon as of the date of the notice.

The value of the real property and improvements shall be the fair market value, less all indebtedness owed by the LLC. To determine the fair market value of the real property and improvements, the Members shall either agree to a value or shall obtain a professional appraisal. If any Member shall disagree with the appraisal, then the remaining Members and the withdrawing Member shall each select an appraiser, and the fair market value shall be the average of the two appraisals. The fee of the appraisals shall be an LLC expense.

Any and all other expenses incurred to effect the withdrawal of a Member, including but not limited to accounting and legal fees, shall be paid by the withdrawing Member.

Such price shall be paid to the withdrawing Member as follows: Twenty percent of the price shall be paid to the withdrawing Member on the date of the exercise of the option. The remaining balance shall be paid in the form of a Promissory Note. Said note shall bear interest at the rate of four percent per annum. The note shall be paid amortized over three years and shall be paid in equal quarterly payments of principal and interest, with the first such payment due one hundred twenty days after the initial twenty percent payment has been made, and the quarterly payments shall be due on the same date of each quarter for three years, at which time the full



remaining principal balance plus accrued interest, if any, shall be due and payable in full. The Promissory Note may be prepaid at any time without penalty.

If the other Member does not purchase the withdrawing Member's interest, then the withdrawing Member may sell his or her LLC interest to a third party, which third party must be approved in writing by the remaining Member within ninety days, and if not so approved, then the LLC shall be deemed dissolved, and Members shall thereafter proceed with reasonable promptness to liquidate the LLC in an orderly fashion and pursuant to the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and first above written.

Michael Markel, Manager

Unofficial Copy

RECORDER'S NOTE:
PORTION OF DOCUMENT IS A
PHOTOCOPY.



**NIWOT HILLS SUBDIVISION
PHASE 1
PUBLIC IMPROVEMENTS
COST ESTIMATE**



DREXEL BARRELL & Co.
Engineers - Surveyors
FAX 303-442-4373
PHONE 303-442-4338

PROJECT NAME:
NIWOT HILLS SUBDIVISION - PHASE 1

DATE: 11/13/2002
DRAWING NUMBER: 5D 591

PROJECT NUMBER: E5036

DRAWING DATE: 11/13/2002

CALC. BY: LRR

MODIFIED: 4/20/04 - Remove Niwot Rd. Crossing
6/30/04 - Removed 3,014 LF H2O drill & blast

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
WATER LINE					
1	8" PVC CL 200 WATER LINE	LF	6,161	\$ 15.00	\$ 92,415
2	8" BENDS (HORIZONTAL)	EA	16	\$ 290.00	\$ 4,640
3	8" BENDS (VERTICAL)	EA	4	\$ 290.00	\$ 1,160
4	8"X 8" TEE	EA	4	\$ 430.00	\$ 1,720
5	12"X 8" TAPPING TEE AND VALVE	EA	2	\$ 2,476.00	\$ 4,952
6	8" VALVE & BOX	EA	17	\$ 1,165.00	\$ 19,805
7	8" PVC PLUG AND CAP	EA	4	\$ 150.00	\$ 600
8	FIRE HYDRANT ASSEMBLY (8"X6" SWIVEL TEE, 6" VALVE, PIPE, & F.H.)	EA	10	\$ 2,431.00	\$ 24,310
9	5/8" K COPPER WATER LINE	LF	2,337	\$ 7.00	\$ 16,359
10	5/8" WATER METER ASSEMBLY	EA	41	\$ 217.00	\$ 8,897
WATER LINE SUBTOTAL					\$ 174,858
SANITARY SEWER					
1	4" SDR 35 PVC SANITARY SEWER	LF	887	\$ 11.00	\$ 9,757
2	8" SDR 35 PVC SANITARY SEWER	LF	4,941	\$ 18.00	\$ 88,938
3	4" SANITARY SEWER SERVICE WYE	EA	19	\$ 86.00	\$ 1,634
4	8" PVC PLUG AND CAP	EA	2	\$ 150.00	\$ 300
5	STD. 4' DIA. SANITARY MANHOLE	EA	28	\$ 1,356.00	\$ 37,968
6	LHWD 30" STEEL PIPE CROSSING	EA	1	\$ 1,160.00	\$ 1,160
7	LHWD 10" ACP PIPE CROSSING	EA	1	\$ 2,705.00	\$ 2,705
SANITARY SEWER SUBTOTAL					\$ 142,462
STORM SEWER					
1	18" RCP STORM SEWER	LF	475	\$ 19.00	\$ 9,025
2	21" RCP STORM SEWER	LF	613	\$ 21.00	\$ 12,873
3	24" RCP STORM SEWER	LF	275	\$ 24.00	\$ 6,600
4	30" RCP STORM SEWER	LF	879	\$ 29.00	\$ 25,491
5	18" RCP FES	EA	10	\$ 422.00	\$ 4,220
6	21" RCP FES	EA	12	\$ 473.00	\$ 5,676
7	24" RCP FES	EA	5	\$ 473.00	\$ 2,365
8	30" RCP FES	EA	7	\$ 635.00	\$ 4,445
9	MODIFIED TYPE C OUTLET STRUCTURE	EA	2	\$ 1,998.00	\$ 3,996
10	MODIFIED TYPE D OUTLET STRUCTURE	EA	1	\$ 3,352.00	\$ 3,352
11	HEADWALL FOR 18" RCP	EA	3	\$ 510.00	\$ 1,530
12	RIP-RAP TYPE M	CY	277	\$ 27.00	\$ 7,479
STORM SEWER SUBTOTAL					\$ 87,052



**NIWOT HILLS SUBDIVISION
 PHASE 1
 PUBLIC IMPROVEMENTS
 COST ESTIMATE**

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
STREET IMPROVEMENTS					
1	SUBGRADE PREPARATION	SY	14,557	\$ 2.40	\$ 34,937
2	9" FULL DEPTH ASPHALT	SY	14,557	\$ 12.90	\$ 187,785
3	MEDIAN CURB AND GUTTER	LF	1,014	\$ 9.50	\$ 9,633
4	5' CONCRETE WALK	LF	76	\$ 10.00	\$ 760
5	8' CONCRETE TRAIL	LF	379	\$ 24.00	\$ 9,096
6	8' SOFT SURFACE TRAIL	SY	2,442	\$ 6.00	\$ 14,652
7	12' EMERGENCY ACCESS (BASE COURSE ONLY)	SY	854	\$ 11.15	\$ 9,522
STREET IMPROVEMENTS SUBTOTAL					\$ 266,385
EROSION CONTROL					
1	SILT FENCE SUPPLIED & PLACED	LF	4,100	\$ 1.80	\$ 7,380
2	FURNISH & INSTALL STRAWBALES	EA	40	\$ 15.00	\$ 600
3	FURNISH & INSTALL CHECK DAMS	EA	144	\$ 155.00	\$ 22,320
4	VEHICLE TRACKING CONTROL	EA	1	\$ 800.00	\$ 800
5	NATIVE RESEEDING	AC	100	\$ 475.00	\$ 47,500
EROSION CONTROL SUBTOTAL					\$ 78,600
PROJECT ESTIMATE TOTAL					\$ 749,357

Unofficial Copy

RECORDER'S NOTE:
PORTION OF RECORDED DOCUMENT
MAY NOT REPRODUCE LEGIBLY.



Boulder County Clerk, CO AG

R 0.00



CGA

**IRREVOCABLE
LETTER OF
CREDIT**

"LENDER"
HORIZON BANKS, N.A.
601 SOUTH MAIN STREET
LONGMONT, CO 80501
303-485-5444

NO. 02-0017

BENEFICIARY:

**Board of County Commissioners
of the County of Boulder**

CUSTOMER:

**Niwot Hills, LLC, A Colorado
Limited Liability Company**

ADDRESS & TELEPHONE NO:

**P.O. Box 471
Boulder, Co 80306**

ADDRESS & TELEPHONE NO:

**5723 Arapahoe Avenue, #2B
Boulder, CO 80303**

IDENTIFICATION NO:

IDENTIFICATION NO:

EXPIRATION DATE

This Letter of Credit shall expire upon the earlier of:

1. the close of business on 09/02/06 and all drafts and accompanying statements or documents must be presented to Lender on or before that time; or
2. the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn.

Lender hereby establishes at the request and for the account of Customer, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Eight Hundred Sixty One Thousand Seven Hundred Sixty and 55/100 Dollars (\$861,760.55). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or such other address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT THE CUSTOMER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

1. DRAFT TERMS AND CONDITIONS

Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

The sole condition for payment of any draft drawn under this Letter of Credit is that the draft be accompanied by a letter, on the County's letterhead, signed by authorized personnel on behalf of Boulder County/Boulder County Commissioners, stating that Niwot Hills, LLC, A Colorado Limited Liability Company, its successor, transferee, or assign, has failed to construct the required improvements per the Niwot Hills Development/Subdivision Agreement.

Subject "Letter of Credit" is only valid upon Boulder County recording of the Final Plat of Niwot Hills.

Upon Lender's honor of such drafts, Lender shall be fully discharged of its obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn. If a non-conforming demand is made, Lender shall notify Beneficiary of its dishonor on or before the time specified in Paragraph 5 below.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any non-application or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

2. USE RESTRICTIONS

All drafts must be marked "DRAWN UNDER HORIZON BANKS, N.A. IRREVOCABLE LETTER OF CREDIT NO. 02-0016", and the amount of each draft shall be marked on the draft. Only Beneficiary or Beneficiary's Transferee (if this Letter of Credit is transferable) may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws X are permitted are not permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole



discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

3. **PERMITTED TRANSFEREES**

If checked, this Letter of Credit may be transferred by Beneficiary upon prior written notice to Lender of the transfer. The Transferee shall be deemed the new Beneficiary of this Letter of Credit and the documents of the Transferee, including drafts Required under this Letter of Credit, will be processed by Lender (or any intermediary) without the original Beneficiary's intervention and without any further obligation of Lender to the original Beneficiary.

If checked, the right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the original Beneficiary's administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

4. **TRANSFEREE'S REQUIRED DOCUMENTS**

When the presenter is a permitted Transferee under paragraph 3 above, the documents required for a draw shall include:

- A. All documents required elsewhere in this Letter of Credit, except that such documents may be in the name of and executed by either the original Beneficiary or the presenter permitted by paragraph 3; and
- B. When the presenter is a permitted Transferee under paragraph 3.A. or a third party under paragraph 3.B., a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

5. **TIMING OF DISHONOR**

Lender may rely upon any reason for dishonor which it communicates to Beneficiary or the presenter within three (3) Banking Days after Lender has received the last document forming Beneficiary's presentment (the "Three-Day Period"). Lender shall be entitled to rely upon such reason without regard to either (i) the timing of any presentment made before the Expiration Date, or (ii) the timing inside the Three-Day Period of any preliminary communication (s) from Lender concerning the dishonor decision or any reason for dishonor. For any reason for dishonor given during the Three-Day Period, Lender shall be conclusively deemed to have met the "reasonable time", "without delay", and other timing requirements as the Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No 500, as most recently published by the International Chamber of Commerce (the "UCP") may impose. The Expiration Date shall not be extended to accommodate a presentment made less than three (3) Banking Days before the Expiration Date, and Beneficiary shall not be entitled to submit a draw request or provide Lender with any documents in support of a Draw after the Expiration Date. Lender shall not be required to communicate a dishonor decision or its reasons within a time less than the Three-Day Period. "Banking Day" means any day, except Saturday, on which commercial banks located in Longmont, CO 80501 are open.

6. **COMPLIANCE BURDEN**

Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary; and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

7. **NON-SEVERABILITY**

If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having Jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

8. **CHOICE OF LAW/JURISDICTION**

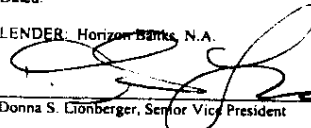
This Letter of Credit is subject to the UCP. This Letter of Credit shall be governed by and construed in accordance with the laws of State of Colorado, United States of America, except to the extent such laws are inconsistent with the UCP. Lender and Beneficiary Consent to the jurisdiction and venue of any court selected by Lender in its discretion located in the State of Colorado in the event of Any legal proceeding under this Letter of Credit.

9. **EXPIRATION**

Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to the Lender on or before the Expiration Date.

Dated:

LENDER: Horizon Banks, N.A.


Donna S. Clonberger, Senior Vice President

ENDORSEMENT OF DRAFTS DRAWN:

Date _____ Negotiated by _____ Amount in Words _____ Amount in Figures _____

RECORDER'S NOTE:
PORTION OF DOCUMENT IS A
PHOTOCOPY.



RECORDER'S NOTE:
PORTION OF RECORDED DOCUMENT
MAY NOT REPRODUCE LEGIBLY.



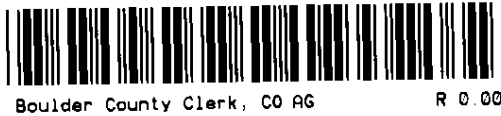
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Niwot Hills Design Guidelines

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I. Design Theme and Philosophy

Niwot Hills is a unique opportunity for residential living in Boulder County, Colorado.

This special community will reflect its close relationship to the natural environment by maintaining a comprehensive development theme and design philosophy. The architectural and landscaping themes will be to design homes with a Colorado heritage that will create an understated, elegant community consisting of simple forms, lower profile rooflines and the use of compatible materials.

The master plan for Niwot Hills has been designed so that the community will compliment its natural surroundings. The private open space of Niwot Hills will contour acres of grasslands surrounding the development. This will promote the theme of openness, country feel, and buffers between adjacent parcels of property. The landscape concept, street profiles, fencing, and community architectural features are all designed to enhance the rural theme and create a sense of place for Niwot Hills.

Inherent in these concepts is the understanding that all the homes will be designed within the parameters of these guidelines in order to maintain design compatibility throughout the project and achieve the highest architectural and landscaping quality for the Niwot Hills Community. The photos rendering, and design concepts included with this submittal demonstrate our commitment to maintain a special sense of place for Niwot Hills.

The intent of these guidelines is to accomplish a community development that achieves harmony among dwellings and between each dwelling and its surrounding landscape, yet allows individual identity to a dwelling. The guidelines apply primarily to:

- a. Conforming the plans and specifications to the purpose and general plan and intent of the community design, building forms, massing, scale, style and architectural detail.
- b. Assuring compatibility and harmony of exterior color materials and design so the exteriors of buildings are subdued in a manner to avoid negative contrast within the neighborhood.
- c. Relating proposed improvements to the natural features of the land, and to neighboring structures and other improvements.



Design Guidelines

A. Site Considerations

The Committee will review each plan for a building in relation to the specific characteristics of the subject lot and its surroundings. The basic objective is to achieve compatibility of the building and other improvements with subject lot and the immediate surroundings. The site consideration review is, in summary, specific to the site itself. Location of the main buildings should consider:

1. Natural and proposed final grade contours.
2. Street grades as installed.
3. Presence of vegetation trees and shrubs.
4. Existing and final views.
5. Privacy of subject and surrounding lots, including building improvements on adjoining lots.
6. Access driveways and off-street parking.
7. Setback requirements
8. Elimination of house siting that results in buildings that appear excessive in height when viewed from adjoining lots, drives, roads or other lots will be important criteria.
9. Site grading and drainage which minimize required natural grade alterations; drainage accommodation from adjoining lots or onto adjoining lots in such a manner that does not cause soil erosion or impede drainage flows or result in excessive drainage onto adjacent lots.
10. Site grading that does not require extensions of cut or fill slopes onto adjoining lots, roads, drives, or open space.

**B. Main Building****1. Setback Requirements**

Setback requirements shall be approved Niwot Hills setbacks and building envelopes with final review by Architectural Review Board.

2. Building Size

The minimum house square footage for two-story residences shall be 3,500-sq. ft., excluding garages, decks, covered porches and basements. The minimum square footage for single level or ranch style homes shall be 3,000-sq.ft. excluding garages, decks, covered porches and basements.

3. Building Height

To preserve the open, gently sloping character of the hillsides, lower horizontal forms will be emphasized. "Big box" elevations will not be allowed. All two-story elevations shall be limited and designed with elements that will break up the vertical walls. The "one story" or "one and a half" story designs will be strongly encouraged. The maximum building height, defined as the vertical distance from any part of the structure, excluding appurtenances, to the existing or natural grade below, shall be 30 feet.

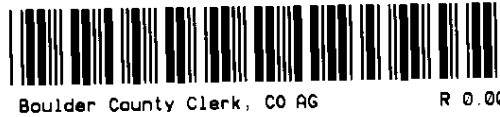
Key features include simple roof systems, dormers and attached porches. The result will be a group of residences with the essential characteristics of a rural village.

4. View Corridors

The lots and building envelopes have been located to optimize views from each lot. When locating and structuring landscape within the lots, the homeowners must take into consideration the views of adjacent lots. The Architectural Committee will review each proposed design to assure that views have been optimized.

5. Roofs

The following are specific roof criteria:



All major roofs shall be either gable or hip with a pitch of a minimum of 5/12 and a maximum of 12/12 unless approved by the Architectural Committee in writing. Porch roofs and secondary roofs could be of a lesser pitch. Numerous roof plans that create an extremely “busy” roof design will not be allowed.

All roofs shall be required to appear as if the center of the structure is the tallest point and the roofs shall appear to “cascade down” to 8’ or 9’ plate heights.

In order to achieve an interesting character, expansive roof areas shall be “broken” by varied elevations, heights, and/or other elements such as dormers, porches, clerestory, or ridge line breaks, etc.

Roof vents and flashing shall be painted to match the permanent roof color or the trim color, whichever lessens the visual impact.

Consideration will be given to use of roof forms that incorporate solar collection panels; such considerations will evaluate the total architectural and roof form designs.

The Architectural Committee shall approve all roof surfaces.

Roof surfaces shall compliment the materials used on the exterior walls.

Roof colors are subject to the Architectural Review Committees written approval.

Roof overhangs shall be in proportion with the scale of the structure.

6. *Siding and Exterior Walls*

All exterior lighting shall conform to Section 7-1600 of the Boulder County Land Use Code for outdoor lighting. The exterior wall proportions shall be appropriate to the scale of the residence. Houses with extensive areas of unbroken two-story (or greater) walls will not be acceptable. Covered porches are required. By breaking up extensive areas of two-story or greater walls, the residences will better conform to the site and individual lots. The height and length of the exterior walls will control the proportions of the residence and whether the structure is properly



related to the natural topography of the lot and the adjacent open space.

The Architectural Committee shall approve all wall materials. Manufactured siding (masonite, pressboard, laminated wood), logs and any form of brick are not allowed.

7. *Exterior Colors*

All exterior textures, colors and materials for all homes at Niwot Hills must be assembled by a design professional or person or persons specialized in exterior elevation design. Siding materials may be left natural, but a preserving finish such as CWF or linseed oil etc., must be used on the natural siding. Fascia, trim, columns, entry doors, and beams may have accent colors.

All projections including, but not limited to, chimney flues, vents, gutters, down spouts, utility boxes, porches, railings, and exterior stairways, shall match the permanent color of the surfaces from which they project or shall be of approved trim color.

8. *Miscellaneous*

- a. Foundations – No more than 12 inches of exposed concrete may be visible on any elevations.
- b. Garage – There shall be a minimum of three-garage space for each dwelling unit. Minimum dimensions for each space are 10 feet by 20 feet. Visual impact of garage doors shall be minimized by such measures as, but not limited to, siting of the building, protective overhangs or projections, special door facing materials, landscaping, or door design which blends with or enhances the overall architectural statement.
- c. Windows – Window frames, if metal, shall be anodized aluminum or painted a color consistent with the design character of the building. Window design shall be consistent with architectural design statement in size, proportions, detail and placement on the elevation.

No mirrored or bronze glass will be allowed.

No solid vinyl or metal windows will be allowed (wood windows clad in vinyl or metal is acceptable.)



- d. Elevation Treatments – Architectural design shall incorporate a consistent level of architectural interest in all elevations.
- e. Mineral Rights – Owners shall be aware that separate mineral rights may exist and potential oil and gas operations could commence within Niwot Hills TDR/PUD Subdivision.

C. *Other Improvements*

1. *Driveway and Private Lanes*

All driveways and private lanes shall be concrete. Asphalt or colored stamped concrete may be used upon approval of the Architectural Committee. Driveways and private lanes shall be constructed to specifications, which consider vehicle load such as trash trucks and moving vans; appropriate measures must be taken to contain edges and control erosion and washouts. The committee must approve all driveway designs. All curb cuts, driveway entrances and driveway culverts shall be designed directly from the Niwot Hills Landscape Guidelines.

2. *House Address Numbers*

Address numbers shall be used at the mailbox fixtures on the dwelling unit. The address number at the dwelling unit shall not exceed in overall size a total of one half square foot for each number in address number, i.e. a three number address – 254 – shall not be greater than 1.5 square feet. The address number on the mailbox shall comply with the mailbox specifications for Niwot Hills. There shall be no mailbox supporting structure other than as approved by Boulder County. All mailboxes have to be the approved design for Niwot Hills and in accordance with requirements of Boulder County.

3. *Antennas*

All TV, radio or special communication antennas or aerials shall be concealed and must be approved in writing by the Architectural Committee.



4. *Exterior Mechanical Equipment*

All exterior mechanical equipment or tanks shall be either incorporated into the overall form of the dwelling or be permanently enclosed by a material, other than plant material, approved by the Architectural Committee.

5. *Accessory Structures*

Accessory structures shall be architecturally compatible with the dwelling. Dog runs or enclosures for other pets shall be installed in accordance with guidelines. If deviation from these guidelines is intended for such construction, prior approval by the Architectural Committee is required.

6. *Exterior Lighting*

All exterior lighting must conform to Boulder County ordinance 7-1600 for outdoor lighting or the ordinance in place at the time of building permit submittal.

Because of the project's rural setting, the exterior lighting incorporated in each residence must avoid impact on adjacent lots and the surrounding areas. The intention is for the development to blend in with the existing character of the agricultural uses by not creating a brightly lit complex contrasting with the adjacent open space and agricultural land.

All exterior lighting shall be sharp cut-off design so the light source is not visible from adjacent property owners. Direct source lighting is not allowed (i.e., the actual light bulb is visible). Where direct source lighting is desired by the homeowner's only low voltage fixtures are acceptable.

Fascia mounted floodlights are not allowed due to glare into adjoining properties.

7. *Parking Areas*

Off drive the Architectural Committee shall approve parking bays and circular driveways.



8. *Basketball Backboards*

All basketball backboards must have written approval by the Architectural Committee.

9. *Landscaping*

Licensed landscape architect shall prepare all landscape plans with their title block included on the drawing. The Architectural Committee reserves the right to waive this requirement based on the background and experience of the applicant or his agents.

Landscape plans shall be approved by the Architectural Committee and Boulder County prior to commencement of landscape improvement construction. Each owner is responsible for landscaping and landscape maintenance of the lot. This responsibility includes the area between the lot property line and street paving; at the front, side or rear of a lot; since these areas may be used for surface water runoff, landscape improvements should not restrict water flow and should prevent erosion in these areas.

In lots, which adjoin open space or greenbelts, landscape plans should provide for a transition between the natural landscape that exists in the open space or greenbelt area and the improved landscape areas constructed by the owner. Existing trees shall be retained.

Landscaping is the preferred method for screening undesirable areas and providing privacy for decks and yards.

Irrigation systems shall be included in all landscape designs to promote efficient water use and assure the ongoing maintenance of plant material. Irrigation shall not be directed at the roadbed. No lot may have more than 30% of its' lot area in irrigated grasses. The remaining areas shall be grasses approved by the Architectural Committee.

Consideration should be given to use of plant materials that do not require excessive moisture and to maintaining separation between plants and sod and building foundations to avoid excessive moisture conditions near foundations.

The minimum landscape requirements, unless revised by the Niwot Hills Homeowners' Association, shall be:



Front & Back Yard: 3 Deciduous Trees 2 1/2 Calipers
3 Evergree Trees 6' to 8'
20 5 gallon Shrubs

The landscape at the common areas represents the character of the landscape design for Niwot Hills lots. The landscape design shall help blend the architecture into the design using plant material appropriate for the setting and environmental conditions.

Homeowners shall maintain all plant material as long as they own the property. Any plant material appearing dead, diseased or damaged must be replaced within one growing season.

Any form of landscaping, such as retaining walls, sidewalks, gravel, rock, impervious surface material, structures, grass, trees, and shrubbery shall have Architectural Committee approval prior to installation, and thereafter be carefully maintained. The Committee seeks to achieve an aesthetically pleasing balance of turf, planting and hardscape material within the lot and neighborhood. Consideration should be given to plant materials that do not require excessive water and to locating plants away from buildings to avoid excessive moisture around foundations. Submittals shall include complete descriptions of materials and colors, including plantings and dimensions, as applicable. **No extensions of landscaping are allowed to encroach into open space.**

Completion of Landscaping – Landscaping shall be completed according to the following schedule:

Closing/Occupancy Date (whichever is earlier)	Landscaping shall be completed by:
January.....	June 1
February.....	June 1
March.....	June 1
April.....	July 1
May.....	August 1
June.....	September 1
July.....	October 1
August.....	November 1
September.....	May 1
October.....	May 1
November.....	May 1
December.....	June 1

All yards shall be kept free from plants infected with insects or diseases, which in the opinion of the Committee are likely to spread to other properties. All lots shall be kept free from weeds.



10. Decks

Deck design, materials and color shall be integral to the overall house design. Decks shall be adjacent to the residence and continuous with at least two exterior walls. Freestanding decks will not be allowed unless they are integrated into the site.

11. Fences

The Architectural Committee has adopted fence and location standards for Niwot Hills. Fence standards will include the following:

Fencing map specifies appropriate fence locations and setbacks for project perimeter boundaries, side yards, privacy and dog runs.

Approved fence designs. The Architectural Review Committee upon review may approve additional fence designs.

12. Future Improvements

Future improvements or modifications that alter or affect the exterior appearance of a dwelling or yard must be submitted to and approved by the Architectural Committee. Approval includes, but is not limited to:

Room, porch, or garage addition to main house.

Repainting

Play house, dog house, or other separate building or structure exceeding 5'0" in height or visible to an adjacent lot, road, or open space.

Decks, or patio extensions and deck/patio covers.

Free standing flagpoles.

Volleyball courts, hot tubs, swimming pools, basketball backboards, trampolines and dog runs.



II. Review Rules and Procedures

A. Purpose

The review and approval procedures are not intended to impose unreasonable or excessively costly control nor to duplicate the functions normally provided by public agencies, such as the Boulder County Planning and Building Department, but rather to coordinate the design and construction of buildings by many different owners, architects, engineers and contractors so as to achieve a pattern of continuous quality and identity, as contemplated and required by Niwot Hills Covenants, Conditions, and Regulations. The role of the Architectural Committee is directed toward review and approval of exterior design, appearance, architectural vocabulary and esthetics. The Committee assumes no responsibility with regard to structural, mechanical, electrical or other details.

B. Organization

1. Architectural Committee

The Architectural Committee is the Architectural Committee referred to in the Niwot Hills Covenants, Conditions and Restrictions.

2. Committee Staff

The committee has appointed an Architectural Coordinator to act as a liaison between applicants and the Committee. The responsibility of the Coordinator is to assist applicants in assuring conformance with approved guidelines and procedures.

3. Address

Architectural Committee
Niwot Hills Homeowners Association
C/O Markel Homes Construction Co.
5723 Arapahoe Ave. #2B
Boulder, CO. 80303
(303) 449-8689



4. *Date and Time of Meetings*

The Committee may hold meetings as deemed necessary by the Architectural Committee Chairperson or architectural Coordinator.

(Date, time and place of meetings subject to change.) A member of the committee will notify all parties.

C. *Review and Plan Submittal Procedure*

1. *General*

The Review and Plan Submittal Procedures have been written to accommodate the most complex conditions that may exist in the variety of development activities that may occur in Niwot Hills.

2. *Architects*

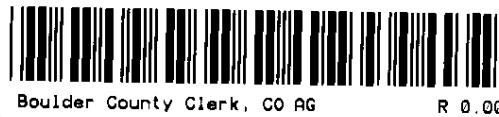
An architect licensed in the State of Colorado must prepare all preliminary drawings and working drawings. The Committee reserves the right to waive this requirement based on the background and experience of the applicant or his agents.

3. *Pre-Design Review*

It is mandatory that each owner and his/her architect meet at a mutually convenient time with the Architectural Coordinator or member of the committee in a "pre-design review." The purpose of such a conference is to establish an early understanding with respect to design concept and architecture philosophy and to avoid unnecessary and costly changes in preliminary and/or working drawings.

4. *Preliminary Drawings Submittal*

The submittal of preliminary drawings is mandatory. It is the Committee's opinion that such a submittal will save the applicant time and expense plus unnecessary revisions of the working drawings. The Architectural and Landscape drawings must be



submitted with a check for \$1,200 to review the drawings and cover the expenses for the process. The monies are non-refundable and final.

a. Timing for Submittal

In order for submittal to be reviewed by the Committee at a regularly scheduled meeting, a complete set of preliminary drawings as described herein must be received 14 days in advance of such meeting. The owner of his/her designated representatives is encouraged to be present at the meeting.

b. Number of Sets of Drawings and Contents.

A total of two (2) sets of preliminary drawings are required to be submitted to the Committee, each set to consist of the following items:

1. Site and Grade Plan

Location and finished floor elevations of main buildings on the lot, at a scale of not less than 1" = 20', and including:

- a. Legal description; north arrow; name, address and telephone number of owner.
- b. Property Lines
- c. Building Envelopes dimensions with envelopes established in relation to property lines.
- d. Front, rear, and side yard dimensions to buildings from property line.
- e. Drives, parking areas (if any) and walkways.
- f. Square footage of the building footprint for each building.
- g. Topography of site at two-foot (2') intervals showing existing contours and drainage courses, and proposed changes to contours and draining courses and cut/fill areas.



- h. Location and elevation of access road and off-street parking lot design, if any, including ingress and egress points.
- i. Location and elevation and square footage of other improvements such as tennis and basketball courts, swimming pools and patios.
- j. Reference to adjoining properties, streets, utility and other easements, drainage courses; and reference to buildings on adjoining properties and their uses.
- k. Fencing, mailboxes, columns, entry columns, culvert crossings.

2. *Building Plan*

Indicate for all buildings the following at a scale of $1/8'' = 1'$ or $1/4'' = 1'$.

1. Roof Plan

Pitch, valleys, hips, materials and overhangs

2. Floor Plan

Main structures and all accessory structures, including balconies, decks and square footage of each floor within the main building and square footage of each accessory out-building.

3. Exterior

All exterior elevations with materials, dimensions, final and original grade lines; and finished floor elevations clearly indicated.

4. Sections

To include finish grade, finish floor and maximum roof height.

5. Committee Action

Following review of preliminary drawings, the committee will:

- a. Conditionally approve the drawings with requirements and suggestions for changes to be included in the working drawing submittal.
- b. Disapprove the drawings as submitted.



One set of drawings and the committee's comments will be returned to the applicant within 21 days of the Committee meeting.

3. *Working Drawings Submittal*

All working drawings must be approved by the Committee prior to submittal to the Boulder County Building Department for a building permit prior to any construction. All proposed residences must submit an Architectural Committee letter of approval to the Boulder County Building Department prior to receiving a building permit.

A. *Timing for Submittal*

In order for plans to be reviewed by the Committee at a scheduled meeting, they must be received 14 days in advance of such meeting. The owner of his/her designated representative should be present at the meeting.

B. *Number of Drawings and Content*

A total of four (4) sets of working drawings and specifications must be submitted to the Committee, each set consisting of the following items:

- a. All of the completed and revised drawings required under preliminary drawing submittal.
- b. Sufficient exterior construction detail to allow the Committee to review finish design characteristics.
- c. Exterior colors, materials and finishes shall be presented in the form of a white, rigid 1/8" board approximately 24" x 24" displaying each material in sufficient size to evaluate its final use and appearance. Proper paint or stain finishes shall be applied to the trim and siding materials in the same manner as will be done on the building. Finishes shall identify product brand and color identification. Such sample board must indicate the name of the applicant and legal description of the property.
- d. All landscape design-working drawings.



C. *Committee Action*

Following review the Committee will:

- a. Approve the working drawing in which case the applicant may proceed with development.
- b. Conditionally approve the working drawings in which case the applicant must revise the plans to comply with the stated conditions and file the drawings with the Architectural Coordinator and receive written approval prior to beginning development.
- c. Disapprove the working drawings in which case the applicant will be required to resubmit new plans and fees as requested by the Committee.

Two sets of drawings with the Committee's comments and action will be returned to the applicant within 10 working days of the meeting. One set of the approved drawings must be kept on the construction site at all times.

D. *Construction Procedures.*

a. *Changes During Construction.*

Changes during construction affecting the finished grade of the site, exterior appearance of any structure or landscaping require approval of the Committee prior to execution of the change. Such changes may necessitate submittal and approval of revised drawings; this requirement will depend on the complexity of the change and is at the discretion of the Committee.

b. *Right of Entry*

When construction work requires the use of an adjoining property for any purpose, such as transporting labor or materials for the work, the applicant shall obtain written permission from the adjoining property owner (including the Master Association or any Sub Association of the adjoining property if so owned) for "Right of Entry" during the course of construction.



c. Workmanship

All workmanship affecting the exterior appearance of a structure must be executed in a manner that is consistent with acceptable industry standards.

d. Inspection

Upon completion of the work as indicated on the drawings and specification approved by the Committee, the owner shall notify the Committee in writing for final inspection. The Committee will inspect the property and notify the owner within 10 days following the next regularly scheduled meeting of the Committee indicating its acceptance or noting deficiencies requiring corrective action.

e. Additions or Alterations

1. Any additions or alterations after completion affecting the finished grade of the site, exterior appearance of any structure, or landscaping may require approval of the Committee.
2. The Architectural Coordinator should be contacted to determine if the addition or alteration submitted is consistent with approved guidelines for the site. If so, he/she may approve the plans without Committee review. The Architectural Coordinator will advise the applicant if Committee approval is required and what information is needed for Committee review.

E. General Provisions

a. Conditions Not Defined

Any matter, condition or material not defined herein shall remain a matter of discretion on the part of the Committee.

b. Variances

The committee reserves the right to vary at any time from procedure or standards as established herein. The Committee further reserves the right to amend, supplement or repeal these Guidelines and Review Procedure at any time.



c. Zoning Ordinance and Declarations

Addition standards and requirements are set forth in the applicable subdivision plat and the Master Declaration. Each owner must read and become familiar with all such documents so as to avoid violating the standards and requirements set forth therein. Copies of all such documents are available at the offices of Niwot Hills.

F. Enforcement

Failure to conform to these guidelines or obtain necessary approval from the Committee will constitute a violation of the Niwot Hills Covenants, Conditions and Restrictions, and shall require modification or removal at the expense of the owner.

G. Effective Date

These guidelines, as may be amended or supplemented from time to time, are adopted and effective as the date shown.

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III. Construction Regulations

The Architectural Committee has established certain construction and safety regulations for the benefit of all Niwot Hills owners, residents, and builders in order to ensure safe, neat and orderly activities during the construction period.

It is of the utmost importance that anyone conducting construction activities in Niwot Hills exerts extreme care in preventing conditions that are unsafe or that could constitute fire, wind or other hazards.

A. Construction Trailers, Portable Field Offices, Etc.

Any owner or contractor, who desires to bring a construction trailer, field office or the like to Niwot Hills, shall first obtain written approval from the Architectural Committee who will work closely with the owner or contractor to determine the best possible location. Such temporary structures shall be located only in an approved location and shall be removed upon completion of construction. The portable office shall only conduct business for the home under construction in Niwot Hills and not for a "general" field office for other projects or houses.

B. Storage of Materials and Equipment

Owners and contractors are permitted to store construction materials and equipment on the construction site during the construction period. It shall be neatly stacked, properly covered and secured. Storage of materials or construction equipment outside the approved construction site (owner's or builder's lot) will be done only with the approval of the Architectural Committee.

Any storage of materials or equipment shall be the responsibility of the owner or contractor.

Owners and contractors will not disturb, damage or trespass on other lots or the open space. Should any such damage occur it would be restored and repaired at the offender's expense.

C. Debris and Trash Removal

Owners and contractors shall clean up all trash and debris on the construction site at the end of each day. A trash container shall be located on each building site at all times for containment of lightweight materials, packaging, or other trash materials, which may blow off the site. Trash and debris shall be



removed from each construction site located off the project. Lightweight materials, packaging and other items, shall be contained in the trash container to prevent wind from blowing such materials off the construction site. Owners and contractors are prohibited from dumping, burying, or burning trash anywhere on Niwot Hills.

All excess concrete shall be removed and washed out of concrete chutes and equipment at designated location. In connection with construction on each lot, the builder shall provide a concrete truck washout. Any appropriate washout can be identified and used for multiple lots. The washout shall not discharge into any County Right of Way.

During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore, affecting other lots and the open space. Any trash picked up by the developers shall be billed and promptly paid by the responsible builder/contractor/owner.

Dirt, mud, oil, or debris resulting from activity on each construction site shall be promptly removed and cleaned up from public or private roads, open spaces and driveways or other portions of Niwot Hills every Friday afternoon or contractor/builder/owner will be billed and charged for this clean up.

D. Sanitary Facilities

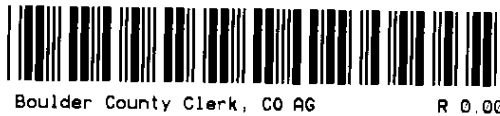
Each owner and contractor shall be responsible for providing adequate sanitary facilities for his construction workers. Portable toilets or similar temporary toilet facilities shall be located only on the construction site.

E. Parking Areas

Construction crews will not park on, or otherwise use other lots or the open space. Private, construction vehicles and machinery will be parked only on the construction site not on the public streets.

F. Conservation of Landscaping Materials

Owners and contractors are apprised of the fact that the lots and open spaces may contain valuable native plants and other natural landscaping materials that should be salvaged before and during construction, such as topsoil, shrubs and trees.



G. Excavation Materials

Excess excavation materials will be hauled off the project or placed in areas designed by the Committee, if any. No excess excavation material shall be stockpiled even temporarily on other lots or open space without approval of owner. If any blasting is to occur, the Architectural Committee shall be informed far enough in advance to allow it to make such investigations as it deems appropriate to confirm that all appropriate measures, including protective actions, have been taken prior to the blasting.

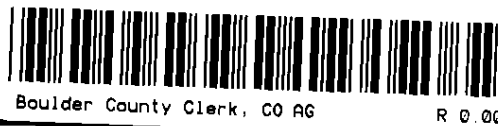
H. Restoration or Repair of Other Property Damaged

Damaged and scarring to other property, including, but not limited to other lots, open space, roads, driveways and/or other improvements will not be permitted. If any such damage occurs, it will be repaired and/or restored promptly at the expense of the person or entity causing the same.

Upon completion of construction, each owner and contractor shall clean the construction site and repair all property which was damaged, including but not limited to restoring grades, planting grass and trees as approved by the Architectural Committee, and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing.

I. Miscellaneous and General Practices

1. The following practices are prohibited at Niwot Hills:
 - a. Changing any fluids on any vehicle or equipment.
 - b. Allowing concrete suppliers and contractors to clean their equipment other than at the designated location.
 - c. Removing any rocks, plant material, topsoil, or similar items from any property of others within Niwot Hills.
 - d. Carrying any type of firearms on the property.
 - e. Use of spring or surface water for construction.
 - f. Careless disposition of cigarettes and other flammable material
 - g. Builders, contractors and subcontractors shall not bring pets, particularly dogs, onto the property.



- h. All excess "wheel" mud or dirt must be removed from the public roads within 2 hours or the Homeowner will be charged for the clean up of the street.
- i. Work hours shall be 7:00a.m. to 7:00 p.m. on weekdays and 8:00a.m. to 7:00p.m. on weekends.

In the event of any violation of this regulation the Niwot Hills Homeowners shall have the right to contact the Boulder County authorities to impound the pets, or the refuse to permit such contractor or subcontractor to continue work at Niwot Hills, or to take such other action permitted by law or the Niwot Hills Covenants, Conditions, and Restrictions.

All lot owners in Niwot Hills will be responsible for the conduct and behavior of their representatives, builders, contractors, and subcontractors.

All applicable Occupations Safety and Health Act (OSHA) regulations and guidelines and applicable Boulder County codes and regulations will be strictly observed at all times.

J. Pre-Construction Conference

Prior to commencing construction, the builder/contractor will meet with the Architectural Coordinator or a member of the Architectural Committee or its representatives to review procedures and coordinate his activities in Niwot Hills. A copy of these guidelines shall be provided to the builder by the Homeowner before commencement of construction.

K. Builder/Developer Meetings

All Builders, Salespersons and Developers shall meet on a regular basis to discuss issues such as construction clean up, sharing of common expenses, and other related subjects.

L. Signage

No signs, plaques, temporary notices or advertising of any kind shall be displayed in Niwot Hills without written approval of the Architectural Committee.

M. Storm Water Management Plan/Erosion Control

The Developer will prepare and submit for the County Engineer's review and approval a Storm Water Manager Plan (SWMP), which describes the



Best Management Practices (BMPs) and activities to be implemented during the construction phase. The SWMP must include an erosion and sediment control plan. The Developer will also be responsible for applying for a Stormwater Discharge Permit through the Colorado Department of Public Health and Environment (CDPHE). Documentation of application for a CDPHE Stormwater Discharge Permit shall be submitted to the County Engineer prior to construction.

Each individual builder will be responsible for implementing the SWMP and BMPs for each Lot they own in the subdivision. For individual Lots, all temporary erosion control facilities shall be installed before any construction activities take place on a Lot.

During construction on the Lots, BMPs shall be inspected by the individual builder at least every 14 days and within 24 hours after any precipitation or snowmelt event that causes significant runoff. Records of inspection are to be maintained on site with the SWMP. Inspection records are to be available to the County's inspector upon request. Disturbed areas shall be minimized and disturbed soil shall be managed. Sediment tracked onto public streets shall be removed immediately.

I, understand, acknowledge the receipt of the above Design Guidelines, and Plan Approval Process and the Construction Regulations.

Owner

Builder/Contractor

Developer/Developer's Agent



Unofficial Copy

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

NIWOT HILLS

THIS DOCUMENT WAS DRAFTED BY,
AND AFTER RECORDING, RETURN TO:
Wells, Love & Scoby, LLC
225 Canyon Blvd.
Boulder, CO 80302
(303) 449-4400

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9/21/04



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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

NIWOT HILLS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF NIWOT HILLS is made on the date hereinafter set forth, by NIWOT HILLS, LLC, a Colorado limited liability company (“Declarant”).

PREAMBLE

WHEREAS, Declarant is the owner of certain real property located in Boulder County, Colorado, as more particularly described on the attached Exhibit A and Exhibit B;

WHEREAS, Declarant intends to create a residential planned community on the real property together with other improvements thereon; and

WHEREAS, Declarant will convey the real property, subject to the protective covenants, conditions, and restrictions, as hereinafter set forth.

NOW THEREFORE, Declarant hereby submits the Property described on Exhibit A and Exhibit B attached hereto, together with all easements, rights, and appurtenances thereto and improvements thereon to the provisions of the Colorado Common Interest Ownership Act, C.R.S. §§ 38-33.3-101 et seq., as it may be amended from time to time. In the event the Act is repealed, the Act as it exists on the date this Declaration is recorded shall remain applicable.

Declarant hereby declares that all of the Property described on Exhibit A and Exhibit B shall be held or sold, and conveyed subject to the following covenants, conditions, and obligations, all of which are declared and agreed to be for the protection of the value of the Property, and for the benefit of any persons having any right, title, or interest in the Property and which shall be deemed to run with the land and shall be a burden and a benefit to any persons acquiring the interest, their grantees, heirs, legal representatives, successors, and assigns.



ARTICLE ONE: DEFINITIONS

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

- 1.1 ACT means the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, et seq., as it may be amended from time to time.
- 1.2 ALLOCATED INTERESTS means the Common Expense Assessment Liability and the votes in the Association that are allocated to each of the Lots in the Planned Community. The formulas used to establish the Allocated Interests are as follows:
- (a) Common Expense Assessment Liability. All Common Expenses shall be levied against Lots on the basis of a fraction, the numerator of which is one and the denominator of which is the total number of Lots in the Planned Community.
- (b) Votes. Owners shall be entitled to one vote for each Lot owned in the Planned Community; provided, however, in any election of directors, each Owner shall have the number of votes equal to the number of directors to be elected, to be cast no more than one vote per candidate (up to the number of directors to be elected).
- 1.3 ARTICLES means the Articles of Incorporation of the Association.
- 1.4 ASSESSMENTS mean the (a) Common Expense Assessments, (b) Special Assessments, (c) Individual Assessments, (d) Fines and (e) Costs of Enforcement levied pursuant to this Declaration.
- 1.5 ASSESSMENT LIEN means the statutory lien on a Lot for any Assessment levied against that Lot together with all Costs of Enforcement as herein defined. All Costs of Enforcement are enforceable as Assessments. If an Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due.
- 1.6 ASSOCIATION means NIWOT HILLS HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation, its successors and assigns, the Articles of Incorporation and Bylaws, of which along with this Declaration, shall govern the administration of the Planned Community, the Members of which shall be all of the Owners of the Lots within the Planned Community.
- 1.7 BOARD OF DIRECTORS or BOARD means the Board of Directors of the Association duly elected pursuant to the Bylaws of the Association or appointed by Declarant as therein provided. The Board of Directors is the governing body of the Association and shall act on behalf of the Association.

The term Board of Directors as used herein is synonymous with the term Executive Board as the latter term is used in the Act.



1.8 BUDGET means the annual budget of the Association prepared and adopted in accordance with Paragraph 4.10 hereof.

1.9 BYLAWS mean the Bylaws that are adopted by the Board of Directors for the regulation and management of the Association.

1.10 COMMON AREAS means the real property (including all Common Area Improvements thereon) owned by the Association, held for the common use and enjoyment of the Owners, the legal description of which is set forth on the attached Exhibit B, including all outlots, buildings, irrigation systems, fences and other improvements and utility easements within the Property, and all drainage facilities, detention ponds, and other drainage features installed by Declarant.

The term Common Areas as used herein is synonymous with the term Common Elements as the latter term is used in the Act.

1.11 COMMON AREA IMPROVEMENTS means those Improvements located on the Common Areas, that are owned by the Association for the common use and enjoyment of the Owners and their Guests.

1.12 COMMON EXPENSE ASSESSMENTS means the funds required to be paid by an Owner in payment of the Owner's Common Expense Liability as more fully defined in Paragraph 5.2 hereof.

1.13 COMMON EXPENSE ASSESSMENT LIABILITY means the liability for the Common Expense Assessments allocated to each Lot determined in accordance with that Lot's allocated Interests as set forth in Paragraph 1.2(a) hereof.

1.14 COMMON EXPENSES means expenditures made by or liabilities incurred by or on behalf of the Association, together with allocations to reserves.

1.15 COSTS OF ENFORCEMENT means all fees, late charges, interest and expenses, including receiver's fees, and reasonable attorneys' fees and costs incurred by the Association in connection with the collection of Assessments and Fines, and the enforcement of the terms, conditions and obligations of the Project Documents.

1.16 COUNTY means Boulder County, Colorado.

1.17 DECLARANT means NIWOT HILLS, LLC, a Colorado limited liability company, or its successors and assigns. A Person shall be deemed a "successor and assign" of Declarant only if specifically designated in a duly recorded instrument as a successor or assign of the Declarant under this Declaration, and shall be deemed a successor and assign of Declarant only as to the particular rights or interests of the Declarant under this Declaration which are specifically designated in the written instrument.



- 1.18 DECLARANT RIGHTS means the development, special declarant and other rights granted to or reserved by Declarant of the benefit of Declarant as set forth in this Declaration and the Act.
- 1.19 DECLARATION means this Declaration, the Plat and any supplements and amendments thereto recorded in the Office of the Boulder County Clerk and Recorder.
- 1.20 DESIGN REVIEW COMMITTEE means the Committee formed pursuant to ARTICLE SIX hereof to review and approve or disapprove plans for Improvements as defined herein as more fully provided for by this Declaration.
- 1.21 DESIGN REVIEW GUIDELINES means (i) any rules and regulations, guidelines, standards or requirements that may be adopted from time to time by the DESIGN REVIEW COMMITTEE, including any amendments and supplementations thereof, pursuant to ARTICLE SIX of this Declaration and (ii) any design guidelines or standards required, adopted or approved for the Planned Community by the County of Boulder. These guidelines may, among other things, establish requirements or standards applicable to all aspects of the design and construction of Improvements, including, but not limited to design, materials, colors, exterior cosmetics, heights, size, location, of structures and the maximum and minimum setbacks that will be considered in Design Approval.
- 1.22 DWELLING UNIT OR UNIT means the residence constructed on each Lot within the Planned Community and any replacement thereof and the Lot on which the Dwelling Unit is constructed.
- 1.23 ELIGIBLE MORTGAGEE means a holder, insurer or guarantor of a First Security Interest who has delivered a written request to the Association containing its name, address, the legal description and the address of the Lot encumbered by its First Security Interest, requesting that the Association notify them on any proposed action requiring the consent of the specified percentage of Eligible Mortgagees.
- 1.24 FINES means those fines described in Paragraph 5.4(c) hereof.
- 1.25 FIRST MORTGAGEE means any Person that owns, holds, insures or is a guarantor of a Security Interest as herein defined, which is a First Security Interest encumbering a Lot within the Planned Community.
- 1.26 FIRST SECURITY INTEREST means a Security Interest (as hereinafter defined) that has priority of record over all other recorded liens except those liens made superior by statute (such as general ad valorem tax liens and special assessments).
- 1.27 GUEST means (a) any person who resides with an Owner within the Planned Community; (b) a guest or invitee of an Owner; (c) an occupant or tenant of a Dwelling Unit within the Planned Community, and any members of his or her household, invitee or cohabitant of any such person; or (d) a contract purchaser.



1.28 IMPACTED OWNER means an Owner who would reasonably be affected by any proposed Improvement, excluding the Owner making the proposal to the Committee. Impacted Owners are identified by the Design Review Committee and take into account the physical proximity of their Lots to the proposed Improvement and as well as other factors deemed pertinent by the Committee.

1.29 IMPROVEMENTS mean:

(a) all exterior improvements, structures, auxiliary structures, and any appurtenances thereto or components thereof of every type or kind;

(b) the grading, excavation, filling or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, and change of drainage pattern;

(c) all landscaping features, including, but not limited to, buildings, outbuildings, auxiliary buildings, patios, patio covers, awnings, painting or other finish materials on any visible structure, additions, walkways, sprinkler systems, garages, private drives, driveways, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior light fixtures, poles, signs, cooling, heating and water softening equipment; and

(d) any change, alteration, modification, expansion, or addition to any previously approved Improvement, including any change of exterior appearance, finish material, color, or texture.

1.30 LOT means each numbered, platted Lot shown on the Plat that is subject to this Declaration, together with all appurtenances and improvements now or hereafter located thereon. Lot shall include any Dwelling Unit constructed thereon as the term Dwelling Unit is herein defined.

The term Lot as used herein is synonymous with the term Dwelling Unit as the latter term is used in the Act.

1.31 LOTS THAT MAY BE CREATED means forty-six (46) Lots or the maximum number of Lots allowed by any governmental entity having jurisdiction over the Planned Community, including the Lots that maybe added and made subject to the Declaration. No more than the maximum number of Dwelling Units allowed by applicable state law or County ordinance may be erected on any one Lot.

1.32 MANAGING AGENT means the person the Board of Directors may engage to administer and manage the affairs of the Association.

1.33 MEMBER means each Owner, as defined in Paragraph 1.35 hereof.



- 1.34 NOTICE AND HEARING means a written notice and an opportunity for a hearing before the Board of Directors in the manner provided in the Bylaws.
- 1.35 OWNER means the record Owner of the fee simple title to any Lot that is subject to this Declaration.
- 1.36 PARTICIPATING BUILDER means and refers to a Person or Persons who acquires a portion of the Planned Community for purposes of improving the Lots in accordance with any development plans for resale to third party purchasers, and who is designated by the Declarant by an instrument duly recorded in the Office of the Boulder County Clerk and Recorder.
- 1.37 PERIOD OF DECLARANT CONTROL means that period of time as defined in Paragraph 4.7 hereof.
- 1.38 PERSON means a natural person, a corporation, a partnership, an association, a trustee, a limited liability company, a joint venture, or any other entity recognized as being capable of owning real property under Colorado law.
- 1.39 PHASE means each phase of development of the Planned Community as determined from time to time by Declarant.
- 1.40 PLANNED COMMUNITY means the real property and the improvements located thereon as more fully described on Exhibit A and Exhibit B attached hereto. The name of the Planned Community is NIWOT HILLS.
- 1.41 PLAT means the final plat of NIWOT HILLS, recorded in the records of the Office of the Boulder County Clerk and Recorder, and any supplements or amendments thereto.
- 1.42 PROJECT DOCUMENTS means this Declaration, the Plat, the Articles, the Bylaws, and the Design Review Guidelines, as they may be amended or supplemented from time to time.
- 1.43 RULES means the rules and regulations adopted by the Board of Directors for the regulation and management of the Planned Community as amended from time to time.
- 1.44 SECURITY INTEREST means an interest in real estate or personal property created by contract that secures payment of an obligation. The term includes a lien created by a deed of trust, contract for deed, land or sales contract and UCC-1.
- 1.45 SPECIAL ASSESSMENTS means those Assessments defined in Paragraph 5.4(d) hereof.
- 1.46 SUPPLEMENTAL DECLARATION means a written instrument, which is recorded, that submits and/or incorporates additional Lots into the Planned Community located on any portion of the real property described on Exhibit C hereof. In the event additional real property and/or Lots are made subject to this Declaration in the manner provided for in ARTICLE TWELVE hereof, the terms defined herein shall be expanded to encompass the additional real property



and/or Lots from the date the additional real property and/or Lots are made subject to this Declaration.

ARTICLE TWO: SCOPE OF THE DECLARATION

2.1 Property Subject to this Declaration. Declarant, as the Owner of fee simple title to the Planned Community, by recording this Declaration does hereby subject the Planned Community to the provisions of this Declaration.

2.2 Conveyances Subject to this Declaration. All covenants, conditions, and restrictions granted or created by this Declaration are covenants appurtenant to and running with the land, and shall at all times inure to the benefit of and be binding on any person having any interest in the Planned Community, their respective heirs, successors, personal representatives, or assigns.

Any instrument recorded subsequent to this Declaration and purporting to establish and effect any interest in the Planned Community shall be subject to the provisions of this Declaration despite any failure to make reference thereto.

2.3 Owner's Rights Subject to this Declaration. Each Owner shall own his or her Lot in fee simple and shall have full and complete dominion thereof, subject to the provisions of this Declaration.

2.4 Number of Lots. The number of Lots initially submitted to the Planned Community is two (2).

2.5 Identification of Lots. The identification number of each Lot is shown on the Plat.

2.6 Lot Boundaries. The boundaries of each Lot are located as shown on the Plat.

ARTICLE THREE: THE COMMON AREAS

3.1 Common Areas Dedication. Declarant, in recording the Plat in the records of the Office of Boulder County Clerk and Recorder, has designated certain areas of the Planned Community as Common Areas, more fully described on the attached Exhibit B.

The Common Areas are not dedicated for use by the general public, but are dedicated to the common use and enjoyment of only the Owners of Lots located within the Planned Community and the Owners' Guests as more fully provided for in this Declaration.

The Plat is hereby incorporated herein and made a part of this Declaration.

3.2 Title to the Common Areas. Declarant hereby covenants that it will convey to the Association fee simple title to the Common Areas prior to the conveyance of the first Lot within the Planned Community to an Owner other than Declarant or Participating Builder.



3.3 Duty to Accept the Common Areas Transferred by Declarant. The Association shall accept title to the Common Areas and agrees to own and maintain any property, including all Common Area Improvements located thereon, and personal property relating thereto, transferred to the Association by Declarant as Common Areas. Any property or interest in property transferred to the Association by Declarant shall be transferred to the Association free and clear of all liens and monetary encumbrances (other than the lien of real estate taxes not then due and payable), subject to the covenants, easements, and restrictions of record.

3.4 Duty to Manage and Care for the Common Areas. The Association shall manage, operate, care for, insure, maintain, repair, reconstruct, modify, and improve all of the Common Areas and the Common Area Improvements located thereon and keep the same in an attractive and desirable condition for the use and enjoyment of all of the Owners and their Guests.

3.5 Owner's Rights in the Common Areas. Every Owner and the Owner's Guests shall have the right and easement of use and enjoyment in and to the Common Areas that shall be appurtenant to and shall pass with the title of the Lot to the Owner, subject to the Special Declarant Rights of Declarant reserved herein and the following rights of the Board of Directors:

(a) To borrow money to improve the Common Areas and to mortgage the Common Areas as security for any loan; provided, however, that the Association may not subject any portion of the Common Areas to a security interest unless it is approved by Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated, including sixty-seven percent (67%) of the votes allocated to Lots not owned by Declarant as more fully set forth in § 38-33.3-312 of the Act.

(b) To convey or dedicate all or any part of the Common Areas for such purposes and subject to such conditions as may be agreed to by the Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated, including sixty-seven percent (67%) of the votes allocated to Lots not owned by Declarant as more fully set forth in § 38-33.3-312 of the Act.

The granting of permits, licenses and easements shall not be deemed a conveyance or encumbrance within the meaning of this Paragraph as more fully set forth in § 38-33.3-312 of the Act.

(c) To promulgate and adopt Rules that each Owner and their Guests shall strictly comply.

(d) To suspend the voting rights of an Owner for any period during which any Assessment remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of the Declaration, Bylaws, or Rules.

(e) To take steps as are reasonably necessary to protect the Common Areas against foreclosure.



(f) To enter into, make, perform or enforce any contracts, leases, agreements, licenses, easements and rights-of-way, for the use of Common Areas by Owners and Guests for any purpose the Board may deem to be useful, beneficial or otherwise appropriate (also see Paragraphs 4.11 and 4.13(b) hereof).

(g) To close or limit the use of the Common Areas temporarily while maintaining, repairing and making replacements in the Common Areas, or permanently if approved by Members to which at least sixty-seven percent (67%) of the votes in the Association are allocated, including sixty-seven percent (67%) of the votes allocated to Lots not owned by Declarant as more fully set forth in § 38-33.3-312 of the Act.

(h) To make use of the Common Areas as may be necessary or appropriate for the performance of the duties and functions that it is obligated or permitted to perform under this Declaration.

(i) The rights granted to the Association and Board of Directors in Paragraph 4.13 hereof.

3.6 Delegation of Use. Any Owner may delegate his or her right of enjoyment to the Common Areas and facilities to their Guests.

ARTICLE FOUR: THE ASSOCIATION

4.1 Name. The name of the Association is NIWOT HILLS HOMEOWNERS ASSOCIATION.

4.2 Purposes and Powers. The Association, through its Board of Directors, shall manage, operate, care for, insure, maintain, repair, and reconstruct all of the Common Areas and Common Area Improvements and keep the same in an attractive and desirable condition for the use and enjoyment of all of the Owners and their Guests. Any purchaser of a Lot shall be deemed to have assented to, ratified, and approved these designations and management. The Board of Directors shall have all of the powers, authority, and these duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Association.

4.3 Board of Directors/Managing Agent. The affairs of the Association shall be managed by a Board of Directors. By resolution the Board of Directors may delegate authority to a Managing Agent for the Association as more fully provided for in the Bylaws, provided no such delegation shall relieve the Board of final responsibility.

4.4 Articles and Bylaws. The purposes and powers of the Association and the rights and obligations with respect to Members set forth in this Declaration may and shall be amplified by provisions of the Articles and Bylaws, also see Paragraph 17.6 hereof.

4.5 Membership. Members of the Association shall be every record Owner of a Lot subject to this Declaration. Membership shall be appurtenant to and may not be separated from



ownership of any Lot. Where more than one person holds interest in any Lot, all these persons shall be Members.

The membership of the Association at all times shall consist exclusively of all Lot Owners or, following termination of the Planned Community, of all former Lot Owners entitled to distributions of the proceeds under § 38-33.3-218 of the Act, or their heirs, personal representatives, successors, or assigns.

4.6 Voting Rights. The Association shall have one class of voting membership. Owners shall be entitled to one vote for each Lot owned within the Planned Community; provided, however, in any election of directors, each Owner shall have the number of votes equal to the number of directors to be elected, to be cast no more than one vote per candidate (up to the number of directors to be elected).

The vote for such Lot, the ownership of which is held by more than one Owner, may be exercised by any one of them unless an objection or protest by any other holder of an interest of the Lot is made prior to the completion of the vote, in which case the vote for such Lot shall be exercised as the persons holding such interest shall determine between themselves. Should the joint owners of a Lot be unable, within a reasonable time, to agree upon how they will vote any issue, they shall be passed over and their right to vote on such issue shall be lost.

4.7 Declarant Control of the Association. Subject to provisions of Paragraph 4.8 hereof, there is a "Period of Declarant Control" during which Period Declarant may appoint and remove any officer of the Association or any member of the Board of Directors. The Period of Declarant Control is a length of time expiring twenty (20) years after the recording of this Declaration; provided, however, the Period of Declarant Control in any event terminates no later than either: (1) sixty (60) days after conveyance of seventy-five percent (75%) of the Lots to Owners other than Declarant or Participating Builder; or two (2) years after the conveyance of the last Lot by Declarant in the ordinary course of business to Owners other than Declarant or Participating Builder.

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

4.8 Election by Owners. The Board shall consist of three (3) members. For so long as Declarant owns all the Units, the Board of Directors shall be appointed by the Declarant. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots to Owners other than the Declarant, at least one (1) member and not less than twenty-five percent (25%) of the Board of Directors must be elected by Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots to Owners other than the Declarant, thirty-three and one-third percent (33 1/3%) of the Board of Directors must be elected by Owners other than the Declarant. The election of directors by the Owners is addressed in the Bylaws.



Not later than the termination of the Period of Declarant Control as set forth in Paragraph 4.7 hereof, the Owners shall elect a Board of Directors consisting of three (3) members, at least a majority of whom shall be Owners other than Declarant or designated representatives of Owners other than Declarant. The Board shall elect the officers. The Board members elected to the Board and the officers shall take office upon election.

4.9 Delivery of Documents by Declarant. Within sixty (60) days after the Owners other than Declarant elect a majority of the members of the Board of Directors, as set forth in Paragraph 4.8 hereof, Declarant shall deliver without charge to the Board of Directors all property of the Owners and of the Association relating to the Planned Community held by or controlled by Declarant, including, without limitation, the following items:

- (a) The original or a certified copy of the recorded Declaration, with all amendments and supplements thereto, the Association's Articles of Incorporation, together with a Certificate of Good Standing, Bylaws, minute books, other books and records, to include all income tax returns filed, and any Rules which may have been promulgated;
- (b) An accounting of Association funds and an audited financial statement from the date the Association received funds and ending on the date the Period of Declarant Control ends in accordance with § 38-33.3-303(9)(b) of the Act;
- (c) The Association funds or control thereof;
- (d) All of the tangible personal property that has been represented by Declarant to be the property of the Association and has been used exclusively in the operation and enjoyment of the Common Elements;
- (e) A copy of any plans and specifications used in the construction of any improvements in the Common Elements, and an inventory of these properties;
- (f) All insurance policies then in force in which the Owners, the Association, or its directors and officers are named as insured persons;
- (g) Any permits issued by governmental bodies applicable to the Planned Community and which are currently in force or which were issued within one (1) year prior to the date on which Owners other than Declarant took control of the Association;
- (h) Written warranties of the contractor, subcontractors, suppliers, and manufacturers which are still effective;
- (i) A roster of Owners and Eligible Mortgagees and their addresses and telephone numbers, if known, as shown on Declarant's records;
- (j) Employment contracts in which the Association is a contracting party; and



(k) Any service contract in which the Association is a contracting party or in which the Association of the Owners have any obligation to pay a fee to the persons performing the services.

(l) Recorded deeds conveying the Common Areas to the Association.

4.10 Budget:

(a) In accordance with § 38-33.3-303 of the Act, the Board of Directors shall cause to be prepared, at least sixty (60) days prior to the commencement of each calendar year, a budget for such calendar year. Within thirty (30) days after the adoption of any budget by the Board, the Board shall mail, by ordinary first-class mail, or otherwise deliver, a summary of the budget to each Owner and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) days nor more than sixty (60) days after delivery of the summary, provided, however, such meeting must be held prior to the end of the Association's calendar year.

Unless at that meeting Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated reject the budget, the budget shall be deemed ratified whether or not a quorum is present. In the event the budget is rejected, the budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget adopted by the Board of Directors.

(b) If the Board of Directors deems it necessary or advisable to amend a budget that has been ratified by the Owners pursuant to Paragraph 4.10(a) above, the Board may adopt a proposed amendment to the budget, deliver a summary of the proposed amendment to all Owners and set a date for a meeting of the Owners to consider ratification of the proposed amendment. The date of such meeting shall not be less than fourteen (14) days, nor more than sixty (60) days, after the delivery of the summary of the proposed amendment.

Unless at that meeting Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated reject the amended budget, the amended budget shall be deemed ratified whether or not a quorum is present.

4.11 Association Agreements. Any agreement for professional management of the Planned Community or any contract providing for services of Declarant, may not exceed one (1) year. Any agreement must provide for termination by either party without cause and without payment of a termination fee or penalty upon thirty (30) days written notice.

The Association shall not be bound either directly or indirectly to contracts or leases (including management contracts) entered into during the Period of Declarant Control unless the Association is provided with a right of termination of the contract or lease without cause, exercisable without penalty at any time after conversion on not more than thirty (30) days notice to the other party thereto.



4.12 Indemnification. Each Officer, Director and committee member of the Association shall be indemnified by the Association against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed on him or her in any proceeding that he or she may be a party, or that he or she may become involved, by reason of his or her being or having been an Officer, Director or committee member of the Association, or any settlements thereof, whether or not he or she is an Officer, Director or committee member of the Association at the time such expenses are incurred, to the full extent permitted by Colorado law.

4.13 Certain Rights and Obligations of the Association:

(a) Attorney-in-Fact: This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact as herein provided to deal with the Planned Community upon its damage, destruction, condemnation and/or obsolescence.

The Board of Directors is hereby irrevocably appointed attorney-in-fact for the Owners, and each of them, to manage, control and deal with the interest of Owners in the Common Areas so as to permit the Association to fulfill all of its duties and obligations hereunder and to exercise all of its rights hereunder, to deal with the Planned Community upon its destruction, condemnation or obsolescence as hereinafter provided.

Acceptance of any interest in any Lot shall constitute an appointment of the Board of Directors as attorney-in-fact as provided above and hereinafter. The Board of Directors shall be granted all of the powers necessary to govern, manage, maintain, repair, administer and regulate the Planned Community and to perform all of the duties required of it.

(b) Contracts, Easements, and Other Agreements: Subject to Paragraph 4.11 above, the Board of Directors shall have the right to enter into, grant, perform, enforce, cancel and vacate: contracts, easements, licenses, leases, agreements, and/or rights-of-way, for the use by Owners, their Guests, and other persons, concerning the Common Areas (see also Paragraph 3.5(f) hereof).

Any of such contracts, licenses, leases, agreements, easements, and/or rights-of-way, shall contain the terms and conditions as may be agreed to from time to time by the Board of Directors, without the necessity of the consent thereto, or joinder therein, by the Owners or First Mortgagees.

(c) Other Association Functions: The Association may undertake any activity, function or service for the benefit of or to further the interests of all, some or any Members on a self-supporting, Special Assessment or Common Expense Assessment basis.

(d) Implied Rights: The Board of Directors shall have and may exercise any right or privilege given to it expressly by this Declaration, or reasonably to be implied from the provisions of this Declaration, or given or implied by law, or which may be necessary or desirable to fulfill its duties, obligations, rights, or privileges.



4.14 Certain Rights and Obligations of Declarant and Participating Builder. So long as there are unsold Lots within the Planned Community owned by Declarant and/or Participating Builder, Declarant and Participating Builder shall enjoy the same rights and assumes the same duties as they relate to each individual unsold Lot.

4.15 Disclaimer Regarding Security. The Association may, but shall not be obligated to, take measures or maintain or support certain activities within the Planned Community designed to make the Planned Community more secure than it otherwise might be. Neither the Association nor Declarant or any representative or agent or either of them, shall in any way be considered insurers or guarantors of safety or security within the Planned Community, nor shall either of them be held liable of any loss or damage by reason of failure to provide adequate security or of the ineffectiveness of any such security measures taken. No representation or warranty is made that any fire protection system, burglar alarm system or security system cannot be compromised or circumvented, nor that any such systems or security measure undertaken will prevent loss or provide the detection or protection for which the system is designed or intended.

ARTICLE FIVE: ASSESSMENTS

5.1 Obligation. Each Owner, including Declarant, shall be personally obligated to pay to the Association (a) Common Expense Assessments, (b) Special Assessments, (c) Fines, (d) Individual Assessments, and (e) Costs of Enforcement, which shall be a continuing lien on the Lot against which the Assessment is levied.

The obligation for payments by each Owner to the Association is an independent personal covenant with all amounts due, from time to time, payable in full when due without notice or demand and without setoff or deduction. All Owners of each Lot shall be jointly and personally liable to the Association for the payment of all Assessments and Costs of Enforcement attributable to their Lot. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

The omission or failure of the Board of Directors to levy Assessments for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay. No Owner may waive or otherwise escape liability for the Common Expense Assessment provided for herein by the non-use of the Common Areas or the abandonment of such Owner's Lot.

5.2 Purpose of the Common Expense Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the welfare and interests of the residents of the Planned Community and the Members of the Association including (a) providing for the administration and management of the Planned Community, (b) providing for the upkeep, improvement, repair, maintenance and reconstruction for the Common Areas and Common Area Improvements, (c) providing comprehensive hazard insurance for the insurable Common Area Improvements, (d) providing comprehensive general liability insurance to cover incidents occurring on the Common Areas, (e) performing all other obligations of the



Association hereunder and under the other Project Documents, and (f) satisfying any other purpose reasonable, necessary or incidental to such purposes.

Assessments shall include the establishment and maintenance of a Reserve Fund for those items which the Association has an on going duty to repair, maintain or reconstruct on a periodic basis, provided, however, that such assessments levied during the Period of Declarant Control may not be used for the purposes of constructing capital improvements.

5.3 Date of Commencement of the Assessments; Declarant's Right Of Offset. The Common Expense Assessment shall commence as to all Lots no later than sixty (60) days after the first Lot is conveyed to an Owner other than Declarant or Participating Builder.

Until the commencement of the collection of the Common Expense Assessment, Declarant shall pay all of the expenses incurred and paid for by the Association. Declarant may at any time advance operating funds to the Association. Declarant shall be entitled to offset such amounts so paid or advanced as a credit against future Common Expense Assessments payable by Declarant.

5.4 Levy of Assessments and Fines:

(a) Common Expense Assessments: Common Expense Assessments shall be levied on all Lots based on a Budget of the Association's cash requirements. The Common Expense Assessment Liability shall be allocated among the Lots in accordance with that Lot's Common Expense Assessment Liability as set forth in Paragraph 1.2 hereof and shall commence in accordance with Paragraph 5.3 hereof.

To the extent that any Common Expenses or a portion thereof benefit fewer than all of the Lot Owners, the expenses may be assessed exclusively against the Lots benefited as provided in C.R.S. § 38-33.3-315(3)(b) of the Act.

(b) Individual Assessments: The Board of Directors shall have the right to individually levy on any Owner or Owners amounts as provided for by this Declaration, to include but not be limited to, charges levied under Paragraphs 6.16, 7.5, 7.13, 7.15, 7.16, 7.17, 9.2, 9.6, 10.2, 11.3 and 11.5 hereof.

No Individual Assessment shall be levied until the Owner or Owners to be charged have been given a Notice and Hearing as provided for in the Bylaws. Individual Assessments shall be collected as part of the Costs of Enforcement. Individual Assessments may be levied at any time as required and are exempt from any voting requirements by the membership required by other Assessments called for under the Declaration.

(c) Fines: The Board of Directors shall have the right to levy a fine against an Owner or Owners for each violation of this Declaration, the Bylaws, the Articles and the Rules. No fine shall be levied until the Owner or Owners to be charged have been given a Notice and Hearing as provided for in the Bylaws.



Fines may be levied in a reasonable amount as determined from time to time by the Board of Directors in its discretion and uniformly applied. Fines shall be collected as part of the Costs of Enforcement. Fines may be levied at any time as required and are exempt from any voting requirements by the membership required for other Assessments called for under the Declaration.

(d) Special Assessments: In addition to the other Assessments authorized herein, the Board of Directors, subject to the requirements set forth below, may levy a Special Assessment for the purpose of defraying, in whole or in part, any unexpected expense to include but not be limited to, the cost of any construction, reconstruction, improvement, repair, or replacement of a capital improvement upon the Common Areas, including fixtures and personal property relating thereto, or for the funding of any operating deficit incurred by the Association provided that any such Assessment shall have the approval of Owners to whom at least sixty-seven percent (67%) of the votes in the Association are allocated, who are voting in person or by proxy at a meeting duly called for this purpose.

Any Special Assessment shall be levied against each Lot in accordance with that Lot's Common Expense Liability determined in accordance with Paragraph 1.2 hereof. Notwithstanding the foregoing, Special Assessments levied during the Period of Declarant Control may not be used for the purpose of constructing capital improvements.

5.5 Due Date. Fines and Individual Assessments shall be due and payable as established by the Board of Directors.

All other Assessments shall be levied on an annual basis and shall be due and payable in installments, in advance, in such frequency as the Board of Directors determines in its discretion from time to time, provided that the initial assessments shall be adjusted to reflect the time remaining in the first Association's fiscal year. Any Owner purchasing a Lot between annual due dates shall pay a prorated share.

Special Assessments shall be due and payable as established by the Board of Directors but may be payable on an installment basis as determined by the Board. Written notice of all Assessments shall be sent to each Owner subject thereto specifying the type of Assessment, the amount and the date such Assessment is due. Mortgagees are not required to collect Assessments.

5.6 Remedies for Nonpayment of Assessments. If any Assessment (to include Costs of Enforcement) is not fully paid within fifteen (15) days after it becomes due and payable, then interest shall accrue at the default rate set by the Board of Directors on any amount of the Assessment in default accruing from the due date until date of payment, and the Board may assess a Late Fee in an amount as determined in the Board's discretion. In addition the Board may in its sole discretion:

(a) accelerate and declare immediately due and payable all unpaid installments of the Assessment payable for the balance of the fiscal year during which the default occurred;



(b) bring an action at law against any Owner personally obligated to pay the Assessment and obtain a judgment for the amounts due; and

(c) proceed to foreclose its lien against the Lot pursuant to the power of sale granted to the Association by this Declaration in the manner and form provided by Colorado law for foreclosure of real estate mortgages.

An action at law or in equity by the Association against an Owner to recover a judgment for unpaid Assessments may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien for the Assessments.

Failure to pay assessments does not constitute a default under an insured mortgage.

5.7 Assessment Lien. The Association is hereby granted an Assessment Lien against each Lot for any Assessment levied by the Board of Directors and for Costs of Enforcement levied against such Lot Owners when the Lot Owner fails to pay as required by the Declaration. All Costs of Enforcement incurred pursuant to this Declaration are enforceable as Assessments. If an Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment thereof becomes due.

The Association's lien on a Lot for Assessments shall be superior to all other liens and encumbrances on a Lot except the following:

- (a) liens and encumbrances recorded prior to the recording of this Declaration; and
- (b) real property ad valorem taxes and special assessment liens duly imposed by a Colorado governmental or political subdivision or special taxing district, or any other liens made superior by statute; and

The Act does not affect the priority of mechanics' or materialmen's liens.

Recording of the Declaration constitutes record notice and perfection of the Association's lien. No further recordation of any claim of lien for Assessments under this Article is required. However, the Board of Directors may prepare, and record in the Office of the Boulder County Clerk and Recorder, a written notice setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot, and a description of the Lot. If a lien is filed, the cost thereof shall be considered a Cost of Enforcement.

Sale or transfer of any Lot shall not affect the lien for Assessments except that sale or transfer of any Lot pursuant to foreclosure by any First Mortgagee, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the Assessment Lien only to the extent provided by Colorado law. No such sale, deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Lot Owner from continuing liability for any Assessment thereafter becoming due, nor from the lien thereof.



Any First Mortgagee who acquires title to a Lot by virtue of foreclosing a first deed of trust or mortgage or by virtue of a deed in lieu of foreclosure will take the Lot free of any claims for unpaid Assessments and Costs of Enforcement against that Lot which have accrued prior to the time such First Mortgagee acquires title to the Lot, except to the extent the Act grants lien priority for Assessments of the Association.

The Association shall be entitled to the appointment of a receiver to take control of the Unit of the defaulting Owner, collect all rents and income therefrom, and to pay assessments and other obligations prior to or during the pendency of the action. The costs of the receiver shall be a Cost of Enforcement recoverable from the Owner as part of the assessment lien.

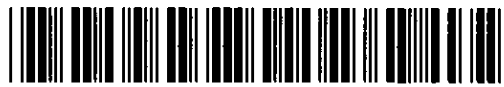
The Assessment Lien hereby given shall also be a lien upon all of the rents and profits of the encumbered Lot; provided, however, the lien shall be subject and subordinate to the rights of any First Mortgagee of a Lot under any assignment of rents given in connection with a first deed of trust or mortgage. Without prejudice to any other right or remedy, the Association may exercise its lien rights to rents and profits by delivering a Notice of Exercise to the occupant or any payor of rents and profits, and thereafter shall be entitled to collect all such rents and profits to the extent of any delinquency.

The Association's lien on a Lot for Assessments and Costs of Enforcement shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed to a Lot subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against the Assessment Lien.

5.8 Assignment of Assessments. The Board of Directors shall have the unrestricted right to assign its right to receive Common Expense Assessments and other future income, either as security for obligations of the Association or otherwise, on the condition that any assignment is approved in writing by Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated, including sixty-seven percent (67%) of the votes allocated to Lots not owned by Declarant.

5.9 Surplus Funds. Any surplus funds of the Association remaining at the close of the Association's fiscal year after payment of the Association's expenses and funding the Reserve Fund shall be retained by the Association as unallocated reserves and need not be credited to the Owners to reduce their future Assessment Liability.

5.10 Working Capital Fund. At the closing of the initial sale, and each subsequent resale, of a Lot to an Owner other than Declarant or Participating Builder, a non-refundable contribution shall be made by such Owner or subsequent Owner to the Working Capital Fund of the Association in an amount equal to two (2) months Common Expense Assessment then in effect. The Working Capital contribution shall be collected and transferred to the Association at the time of closing of the sale of each Lot and shall be held by the Association for the use and benefit of the Association including meeting unforeseen expenditures or purchasing additional equipment or services.



The contribution to the Working Capital Fund shall not relieve an Owner from making regular payments of Assessments as the same become due. Upon the later sale or transfer of his or her Lot, an Owner shall NOT BE ENTITLED to a credit from the Association for the aforesaid contribution.

Declarant is prohibited from using the Working Capital Fund to defray any of its expenses, reserve contributions or construction costs, or to make up any budget deficits during Declarant Control Period.

5.11 Certificate of Assessment Status. The Association shall furnish to an Owner or the Owner's First Mortgagee upon written request delivered personally or by certified mail, first class postage prepaid, return receipt requested, to the Association's Registered Agent, a written statement setting forth the amount of unpaid Assessments currently levied against such Owner's Lot.

The statement shall be furnished within fourteen (14) business days after receipt of the request and is binding upon the Association, the Board of Directors, and every Owner. If no statement is furnished to the Owner or First Mortgagee, delivered personally or by certified mail, first class postage prepaid, return receipt requested to the inquiring party, then the Association shall have no right to assert a priority lien upon the Lot for unpaid Assessments which were due as of the date of the request (See C.R.S. § 38-33.3-316).

5.12 No Offsets. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration. Declarant is exempt from the requirements of this Paragraph 5.12.

ARTICLE SIX: ARCHITECTURAL APPROVAL/DESIGN REVIEW

Each Improvement within the Planned Community must be constructed in accordance with the Design Review Guidelines and approved in accordance with this ARTICLE SIX.

The strict application of the following limitations and restrictions in any specific case may be modified or waived in whole or in part by the Design Review Committee (the "Committee") if such strict application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must be in writing.

6.1 Approval of Improvements Required. Except original first built Improvements constructed by Declarant, no Improvements shall be commenced, installed, constructed, altered, removed or maintained on any portion of the Planned Community without the prior written approval of the Committee in accordance with this ARTICLE SIX. This approval of the Committee is in addition to any required review and approval by the County.



The purchase of any Lot within the Planned Community does not grant any implied guarantee of approval of any Improvement to be located thereon by the Committee. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction, the decisions of the Committee established hereunder.

The Declarant, in its sole discretion, may construct original first built improvements on Lots, Common Areas or any other portion of the Planned Community without application to or approval of the Committee or Board. Public Improvements required by the County in connection with the Planned Community are not subject to the requirements of this Article.

6.2 Membership of the Committee. The initial Committee shall consist of up to three (3) members, the number and members of which shall be determined and appointed by the Declarant in its sole discretion. The Declarant shall have the continuing right to appoint and reappoint the members of the Committee until the Declarant relinquishes such right or until the completion of initial approved single family Improvements on all Lots within the Planned Community. Thereafter, the Committee shall consist of three (3) members and the Board of Directors shall have the right to appoint the members of the Committee. Members of the Committee appointed by the Board of Directors must be Members of the Association.

Members of the Committee appointed by Declarant need not be Members of the Association, may be removed at any time by Declarant and shall serve until resignation or removal by Declarant. Members of the Committee appointed by the Board of Directors may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until resignation or removal by the Board.

6.3 Address of the Committee. The address of the Committee shall be that of the principal office of the Association. The Committee may, from time to time, designate addresses, facsimile transmission numbers, or e-mail addresses to be used for purposes of communications and notices under this Article.

6.4 Submission of Plans/Design Review Fee. Prior to commencement of work to accomplish any proposed Improvement, the Person proposing to make such Improvement ("Applicant") shall submit to the Committee, at its office, or at such other place as the Committee may designate, a written application complying with the Design Review Guidelines and including such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications and samples of materials and colors, or other items or information as the Committee may require or request, showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvement. Any application shall provide an email address or facsimile transmission number to be used for purposes of any decision, notice, action, or communication by the Committee.

The Committee, in the Design Review Guidelines or otherwise, may provide for the payment of an application fee to accompany each request for approval of any proposed Improvement. The Committee shall determine the amount of the application fee and may establish different amounts and categories of fees for different types or scopes of Improvements as it deems appropriate. The Committee may engage consultants as it deems necessary to assist



the Committee in the performance of its duties and may, as part of the application fee or otherwise, require that any Applicant pay the consultant costs related to that application. Members of the Committee may be reimbursed for services rendered and for directly related out-of-pocket expenses.

The Committee may require submission of additional plans, specifications or other information prior to approving or disapproving the proposed Improvement. Until receipt by the Committee of all required materials in connection with the proposed Improvement, the Committee may postpone review of any materials submitted for approval by a particular Applicant.

No Improvement of any kind shall be erected, altered, placed, or maintained within the Planned Community except to the extent of, and strictly in accordance with, the prior written approval of the Committee or a Final Decision hereunder.

6.5 Delegation/Waiver. The Committee may at its discretion delegate to the Board of Directors any of its powers granted to it by this Article by a recorded written notice to the Board of Directors indicating what powers and authority are granted to the Board. The delegation shall be effective from the date such notice is recorded. In such event, there shall be no appeal rights and any decision of the Board shall be final.

The approval or consent of the Committee, any representative thereof, or the Board of Directors, to any application for architectural approval shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent by the Committee, any representative thereof, or the Board of Directors, as to any application or other matters whatsoever as to which approval or consent may subsequently or additionally be required.

6.6 Criteria for Approval. The Committee shall have the right to disapprove any proposed Improvement that is (a) not in accordance with the Design Review Guidelines, or (b) not suitable, appropriate or desirable in the Committee's opinion for aesthetic or other reasons.

In reviewing the proposed Improvement the Committee shall have the right to take into consideration all aspects of the proposed Improvement and its relation to, and affect, upon other areas of the Planned Community, including (but not limited to): (1) the nature and suitability of the proposed Improvement; (2) the design; (3) the color scheme; (4) the materials; (5) the location on the Lot; (6) any impacts on views from other Lots; (7) the site; (8) the harmony with the surroundings; (9) the topography of the land; (10) any other effect on the Planned Community or other Lots or Improvements therein; (11) compliance with the Design Review Guidelines; and (12) any other factor deemed relevant by the Committee. Decisions on any application are committed to the discretion of the Committee, which shall not be subject to review except as provided herein. The Committee may approve the application in whole or in part, reject the application, attach conditions to the approval, or take any other action it deems appropriate.

6.7 Decision of the Committee. The decision of the Committee shall be made in writing within thirty (30) days after receipt by the Committee of a completed application, all materials



required under the Design Review Guidelines, and all other materials or information required or requested by the Committee (the "Decision Period") as set forth in this paragraph. The Decision Period will not commence to run unless and until the Committee has executed a written acknowledgement that the thirty (30) day decision period has commenced (the "Decision Period Notice"), and the Committee shall have no obligation to issue a Decision Period Notice except on written request of the Applicant. The Committee and Applicant may, by written agreement, extend the thirty (30) day decision period. The decision of the Committee shall be in writing and shall, in general, indicate the reasons for the denial of any material part of the application and for any conditions attached to the approval. The decision of the Committee shall be promptly transmitted to the Applicant. Any decision or notice of the Committee shall be deemed to have been delivered to Applicant upon personal delivery, actual delivery to the Applicant's address, including delivery by guaranteed delivery service, or facsimile transmission or e-mail per the information included in the application.

All decisions of the Committee shall be by majority vote, and the Committee shall keep an appropriate record of its votes and decisions. Upon request by the Board of Directors, the Committee shall report any requested decisions to the Board of Directors. The Committee shall not be required to keep the materials submitted or records of decisions beyond one (1) year from date of decision.

6.8 Appeal to the Board of Directors. Any decision of the Committee may be appealed to the Board of Directors by (i) the Applicant and/or (ii) any Impacted Owner. To initiate an appeal, the appealing Party shall provide written notice of such appeal to the Board of Directors and the Committee within ten (10) days after the delivery of the decision of the Committee to the Applicant as set forth above. The Board of Directors shall hear the appeal with reasonable promptness after Notice and Hearing and may, in its discretion, approve, disapprove or modify the decision of the Committee, or take any other action that the Board deems appropriate. The decision of (i) the Committee if no appeal is filed or (ii) the Board of Directors' decision on an appeal (collectively the "Final Decision"), shall be final, binding on the parties concerned, and not subject to further review. Decisions of the Committee may not be acted upon by the Applicant until the expiration of the ten (10) day appeal period.

6.9 Failure of Committee to Act. Any request for approval of a proposed Improvement shall be deemed approved if the Committee has not issued a decision, or made written request for further information, within thirty (30) days of the Decision Period Notice. Any Decision Period Notice shall be terminated by any written request of the Committee for further information or by any submission of additional materials by the Applicant, and the Decision Period shall not commence until the Committee issues a new Decision Period Notice. Any approval pursuant to this Paragraph 6.9 shall be deemed a decision of the Committee made and transmitted to the Applicant on the date of the expiration of the Decision Period Notice, but shall be subject to appeal by an Impacted Owner as set forth above.

6.10 Prosecution of Work After Approval. Work on an Improvement approved under a Final Decision (the "Approved Improvements") shall commence and be completed as soon as reasonably practicable and shall be carried on and completed in strict accordance with the Final Decision. Unless the Final Decision expressly extends the period for completion, all Approved



Improvements shall be completed within twelve (12) months of the commencement of any construction and within twenty-four (24) months of the Final Decision.

6.11 Notice of Completion. Upon completion of the Approved Improvements, the Applicant shall give written Notice of Completion to the Committee (the "Notice of Completion"). Until the date of receipt of a Notice of Completion, the Committee shall not be deemed to have notice of completion of any Improvement.

6.12 Inspection of Work. The Committee or its duly authorized representative shall have the right to inspect any Improvement prior to or after completion; provided that the right of inspection shall terminate thirty (30) days after the Committee receives a Notice of Completion from the Applicant.

6.13 Notice of Noncompliance. If, as a result of inspections or otherwise, the Committee finds that (1) any Improvement has been done without obtaining the approval of the Committee, (2) any Improvement was not done in strict compliance with the Final Decision, or (3) the Improvement was not completed within twelve (12) months from the date of the commencement of construction or twenty four (24) months of the Final Decision (any of which is termed a "Noncompliance"), the Committee shall notify the Applicant in writing of the Noncompliance ("Notice of Noncompliance"). Any Notice of Noncompliance shall be given no later than thirty (30) days after the Committee's receipt of such Applicant's Notice of Completion. The Notice of Noncompliance shall specify the particulars of the Noncompliance and shall require the Applicant to take such action as the Committee deems appropriate to remedy the noncompliance.

6.14 Failure of Committee to Act After Completion. If, for any reason other than the Applicant's act or neglect, the Committee fails to notify the Applicant of any Noncompliance within thirty (30) days after receipt by the Committee of written Notice of Completion from the Applicant, the Improvement shall be deemed to be in compliance with the Final Decision, provided that the Improvement was, in fact, completed as of the date of Notice of Completion.

6.15 Appeal to the Board of Directors of Finding of Noncompliance. The Applicant may appeal any Notice of Noncompliance by giving written notice of such appeal to the Board and the Committee within ten (10) days after delivery of the Notice of Noncompliance to the Applicant. The Board may also, on its own initiative, initiate proceedings to evaluate any Noncompliance, provided that it provides written notice of the institution of such proceeding not later than thirty (30) days after the receipt by the Committee of written Notice of Completion. Upon the institution of an Appeal or such Board proceedings, the Board, after Notice and Hearing, shall determine the nature and extent of any noncompliance and may issue a Notice of Noncompliance directing such action as the Board deems appropriate. The Applicant shall promptly take all steps required in the Notice of Noncompliance issued by the Board or the Committee if its Notice of Noncompliance was not appealed (the "Final Notice of Noncompliance").

6.16 Correction of Noncompliance. The Applicant shall promptly and fully comply with any Final Notice of Noncompliance. If the Applicant does not do so, the Board of Directors may, after Notice and Hearing: (i) authorize the Association to carry out the removal, replacement or



correction of the Noncompliance, including the entry upon the property on which the Improvement is located to carry out the same; (ii) levy Fines, including per diem Fines for late completion or compliance; (iii) initiate any action at law or in equity to remove, replace or correct the Noncompliance; (iv) exercise any other remedy available under the Declaration; and (v) take any other act which it deems appropriate in the circumstances. The Board of Directors may also record a "Notice of Noncompliance" against the Lot or other property on which the Noncompliance exists.

The Board may levy an Individual Assessment in accordance with Paragraph 5.4(b) hereof against the Owner of such Lot for the any of the costs and expenses or removal, replacement or correction, Fines, legal costs and attorneys' fees, or other proper loss or charge in connection with the foregoing remedies. The right of the Board of Directors to remedy or remove any noncompliance shall be in addition to all other rights and remedies that the Board of Directors may have at law, in equity, or under this Declaration.

6.17 Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder.

6.18 No Implied Waiver or Estoppel. No action or failure to act by the Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Committee or the Board of Directors. Specifically, the approval by the Committee of any Improvement shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar Improvement or similar proposals, plans, specifications or other materials submitted with respect to any other Improvement.

6.19 Estoppel Certificates. The Board of Directors shall, upon the reasonable request of any interested party and after confirming any necessary facts with the Committee, furnish a certificate with respect to the approval or disapproval of any Improvement or with respect to whether any Improvement was made in compliance herewith. Any person, without actual notice to the contrary, shall be entitled to rely on said certificate with respect to all matters set forth therein.

6.20 Architectural Standards/Design Review Guidelines. The Committee may, from time to time, promulgate rules and regulations, guidelines, standards and requirements to interpret and implement the provisions of this Article, which shall be part of the Design Review Guidelines. Such rules and regulations, guidelines, standards and requirements may include (but not be limited to): (1) application requirements and fees, (2) design and construction requirements; standards, requirements and guidelines that may apply to Improvements and the review thereof by the Committee; (3) Fines for Noncompliance; and (4) such other matters as the Committee may deem appropriate. The Applicant shall be responsible to apply and pay for all permits and approvals required by the County. The Committee may review and revise the Design Review Guidelines in its sole discretion as it deems appropriate.

6.21 No Liability for Committee Action. There shall be no liability imposed on the Design Review Committee, any member of the Committee, any authorized representative of the Committee, the Association, any member of the Board of Directors or Declarant for any loss,



damage or injury arising out of or in any way connected with the performance of the duties of the Committee, if such party acted in good faith and without malice.

The actions of the Committee are solely for the benefit of the Association in carrying out the purposes set forth in this Declaration. In reviewing any matter, the Committee shall not be responsible for passing on or reviewing: the safety, or integrity of any Improvement, whether structural or otherwise; proper design or construction; site safety during construction; conformance with building codes, zoning regulations, or other governmental laws or regulations; compliance with any industry standards; quality or workmanship; or any aspect of the foregoing. Approval of an Improvement shall not be deemed to be any endorsement or approval with respect to such matters and no Applicant, Owner, or third party shall have any right to rely on such approval as an indication or representation as to quality, safety, soundness or adequacy of any design or construction of an Improvement.

ARTICLE SEVEN: LAND USE AND OTHER RESTRICTIONS

7.1 Limitations and Restrictions. All Lots and Common Areas shall be used and enjoyed subject to the following limitations and restrictions, and subject to the exemptions for Declarant as set forth in this Declaration.

The strict application of the following limitations and restrictions in any specific case may be modified or waived in whole or in part by the Board of Directors or the Committee if the strict application would be unreasonable or unduly harsh under the circumstances. Any modification or waiver must be in writing.

7.2 Land Use and Occupancy. Each Owner shall be entitled to the exclusive ownership and possession of that Owner's Lot and Dwelling Unit. Subject to Declarant Rights reserved or described herein and the exemptions for Declarant set forth in Paragraph 7.26 hereof, no Dwelling Unit within the Planned Community shall be used for any purpose other than single-family residential purposes as generally defined, provided however, Owners may conduct business activities within their Dwelling Unit provided that all of the following conditions are satisfied as determined by the sole discretion of the Board of Directors:

- (a) the business conducted is clearly secondary to the residential use of the Dwelling Unit and is conducted entirely within the Dwelling Unit;
- (b) the existence or operation of the business is not detectable from outside of the Dwelling Unit by sight, sound, smell or otherwise, or by the existence of signs indicating that a business is being conducted;
- (c) the business does not result in an undue volume of traffic or parking within the Planned Community, which determination shall be made by the Board of Directors in its sole discretion from time to time;
- (d) the business conforms to all zoning requirements and is lawful in nature; and



(e) the business conforms to any rules and regulations that may be imposed by the Board of Directors from time to time on a uniform basis.

Uses described as “day care” or “child care” facilities (licensed or unlicensed) are expressly prohibited except with the prior written permission of the Board of Directors.

7.3 Building Locations, Height Restrictions, and Lot Coverage. The Committee shall approve the location, height, and square footage of any Improvement placed on any Lot. No Improvement shall exceed thirty (30) feet in height or any more restrictive standard as set forth in the County’s zoning or building code, if any.

Every building, structure, or any other improvements to a Lot must be located within the building envelope as designated on the Final Plat.

The approval of the Committee must be obtained before commencement of any construction or alteration in accordance with ARTICLE SIX hereof.

7.4 Temporary Structures. No trailer, tent or other temporary or mobile Dwelling Unit (except in accordance with Paragraph 7.16 hereof), detached garage, shed or outbuilding or other accessory structure or building shall be placed or erected upon part of the Planned Community except with the prior written approval of the Committee obtained in each instance.

No Dwelling Unit located on the Planned Community shall be occupied in any manner at any time prior to its being fully completed in accordance with approved plans. No Dwelling Unit shall be occupied until there is compliance with all requirements, conditions, covenants, and restrictions herein set forth.

7.5 Restrictions on Trash. Each Owner shall keep all of his or her trash, garbage and other refuse (“Trash”) in a container in the Owner’s garage. Each Owner shall provide for the regular removal of that Owner’s trash. Each Owner agrees to use the trash company designated by the Board of Directors, if one is so designated. Each Owner shall keep their Lot at all times in a neat and clean condition, and grass and weeds shall be kept mowed.

No trash, litter, garbage, grass, shrub or tree trimmings, scrap refuse, or debris of any kind shall be permitted to remain exposed on any Lot so it is visible from any neighboring Lot, Common Areas or from the street except that any container containing such material may be placed outside at proper times for garbage or trash pickup. No trash, garbage or other refuse shall be burned in outside containers, barbecue pits or the like.

The Board of Directors shall have the right and duty, through its agents and employees, after Notice and Hearing, to enter on any Lot and remove trash or other such unsightly objects and materials. The cost of such removal shall be chargeable to such Owner by Individual Assessment in accordance with Paragraph 5.4(b).

7.6 Nuisances. No noxious or offensive activity shall be conducted on the Planned Community or any part thereof, and nothing shall be done or maintained thereon that may be or



become an annoyance or nuisance to the neighborhood or that may cause an unreasonable embarrassment, disturbance, or annoyance to others, or detract from the value of the Planned Community as an attractive residential community. Habitually barking, howling or yelping dogs shall be deemed a nuisance.

7.7 No Annoying Lights, Sounds, or Odors. No light shall be emitted from any portion of the Planned Community that is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of the Planned Community that would reasonably be found by others to be noxious or offensive.

7.8 No Hazardous Activities. No activity shall be conducted on any portion of the Planned Community that is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged on any portion of the Planned Community and no open fires shall be lighted or permitted on any portion of the Planned Community except in a contained barbecue unit while attended and in use for cooking purposes or within a fireplace designed to prevent the dispersal of burning embers.

7.9 No Unsightliness. All equipment shall be stored within the Dwelling Unit or garage, including all bicycles, tractors, snow removal equipment, and garden or maintenance equipment, except when actually in use.

7.10 Utilities. Except as provided in Paragraph 8.4 hereof, all electric, cable, television, radio and telephone line installations, and connections from the Owner's property line to the Dwelling Unit shall be placed underground and have the prior approval of the Committee. All utility installations shall comply with the Design Review Guidelines and all state laws and County ordinances.

7.11 Restrictions on Signs and Advertising Devices. No sign, poster, billboard, advertising device, or display of any kind shall be erected or maintained anywhere within the Planned Community except those signs as may be approved in writing by the Committee. Reasonably sized signs indicating protection by Security Systems and Neighborhood Watch Programs are acceptable. One sign advertising a Lot for sale or for lease may be placed on each Lot or Dwelling Unit; provided however, that standards relating to dimensions, color, style, and location of the sign shall be determined from time to time by the Committee and shall comply with the local sign codes and with all other applicable statutes, ordinances, and regulations.

Notwithstanding the foregoing, reasonable signs and advertising used by Declarant in connection with development of or construction on a Lot shall be permissible.

7.12 Compliance with Insurance Requirements. Except as may be approved in writing by the Board of Directors, nothing shall be done or kept on the Planned Community that may result in an increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association.

7.13 Restoration of a Dwelling Unit in the Event of Damage or Destruction. If due to casualty or for any other reason a structure or Dwelling Unit located on a Lot is destroyed or so



damaged that the structure is no longer habitable, then the Owner shall, within a reasonable time not to exceed one hundred twenty (120) days after the event resulting in such damage or destruction, either commence and diligently pursue repair or reconstruction of the structure or demolish the same, subject to any applicable Project Documents and applicable County codes and regulations governing the repair, reconstruction, or demolition of the Lot.

Demolition of a structure or Dwelling Unit shall include, to the extent applicable, removal of any foundation slab, basement walls and floors, regrading the property to a level condition and the installation of such landscaping as may be required by the Board of Directors.

If an Owner does not either commence repair, reconstruction, or demolition activities within a reasonable time as provided above and diligently pursue the same in conformance with approval by the Board of Directors, then the Association may, in its reasonable discretion, after providing Notice and Hearing, enter upon the Lot for the purpose of demolishing the balance of the structure and landscape the Lot in conformance with approval by the applicable Association. The cost related to such demolition and landscaping shall be levied against the Owner as an Individual Assessment in accordance with Paragraph 5.4(b) hereof. As used in this Paragraph 7.13 the term "Owner" may mean and include the homeowners association that has responsibility for repair, reconstruction, or demolition of a structure pursuant to the applicable Project Documents.

7.14 Compliance with Laws. No unlawful use shall be permitted or conducted of any Lot. All laws, ordinances and regulations of all governmental bodies having jurisdiction over the Lots or any portion thereof shall be observed.

7.15 Pets/Other Animals. No more than five (5) customary household pets (such as dogs or cats) shall be kept on any Lot. The offspring of any pets or animals shall not be considered in determining the total number of animals on a Lot until the offspring reach one (1) year of age. No pets or other animals of any kind shall be raised, bred, or maintained for any commercial purpose and shall not kept in a number or manner as to create a nuisance or inconvenience to any resident of the Planned Community.

The Board of Directors shall have the right and authority to determine in its sole discretion that dogs, cats, other household pets, or other animals are being kept for commercial purposes or are being kept in a number or manner so as to be unreasonable or to create a nuisance, or that an Owner is otherwise in violation of the provisions of this Paragraph. The Directors shall take action or actions as it deems reasonably necessary to correct the violation to include after Notice and Hearing, directing permanent removal of the pet or pets from the Planned Community.

Household pets and other animals shall not be allowed to run at large within the Planned Community, but shall at all times be under the control of its respective Owner.

The Board of Directors is granted the authority to enforce the provisions of this Paragraph by the levy of Fines against the Owner in accordance with Paragraph 5.4(c) hereof.



Reimbursement for any damages caused by pets and other animals and costs incurred by the Association, including attorneys' fees and costs, in the removal of a pet(s) or other animals from the Planned Community or as incurred by the Association in cleanup after pets or animals may be levied against the respective Owner as an Individual Assessment in accordance with Paragraph 5.4(b) hereof.

No dog runs or animal pens of any kind shall be permitted on any Lot except with the prior written approval of the Committee.

7.16 Vehicular Parking, Storage, and Maintenance. Absent approval from the Board of Directors, no house trailer, camping trailer, camper, boat, or boat accessories, truck larger than two (2) ton capacity, or mobile home or commercial vehicle may be parked or stored in the Planned Community so any portion of it is visible from neighboring Units, Common Areas or from the street except if they are being actively loaded or unloaded. This applies to vehicles referred to above even if they are licensed by the State of Colorado or any other jurisdiction as "passenger vehicles."

Parking of vehicles is not allowed on landscaped lawn areas or in fire lanes. Parking of vehicles is only permitted in designated parking spaces or garages.

No abandoned, unlicensed, wrecked, or inoperable vehicles of any kind shall be stored or parked within the Planned Community except in garages or except in emergencies. The Board of Directors in its sole discretion shall determine whether a vehicle is a "wrecked vehicle." Any "abandoned or inoperable vehicle" shall be defined as any of the vehicles listed above in the first sentence of this paragraph or any other kind of passenger vehicle which has not been driven under its own propulsion for a period of one week or longer, or which does not have installed within it an operable propulsion system; provided however, that any vehicle belonging to any Owner which is otherwise permitted will not be deemed to be abandoned while the Owner is ill or out of town so long as the Board has been notified and so long as the vehicle remains stored or parked only for a reasonable time as determined by the Board of Directors in its sole discretion.

The Board of Directors shall have the right to remove and store a vehicle stored or parked in violation of this Paragraph after Notice and Hearing, the expenses of which shall be levied against the Owner of the vehicle as an Individual Assessment in accordance with Paragraph 5.4(b) hereof. The Board of Directors is granted the authority to enforce the provisions of this Paragraph by the levy of Fines against the Owner in accordance with Paragraph 5.4(c) hereof.

7.17 Owner Caused Damages. If, due to the act or neglect of an Owner or such Owner's Guests, loss or damage shall be caused to any person or property within the Common Areas, the Owner shall be liable and responsible for the payment of same.

The amount of loss or damage, together with costs of collection and reasonable attorneys' fees, if necessary, may be collected by the Board of Directors, from such Owner as an Individual Assessment against such Owner in accordance with Paragraph 5.4(b) hereof.



Determination with respect to whether or not a particular activity or occurrence shall constitute a violation of this Paragraph 7.16 shall be made by the Committee and shall be final.

7.18 Exterior Equipment Prohibition. No exterior equipment or fixtures, including, but not limited to, the following shall be permitted without the written consent of the Committee: air conditioning units, swamp coolers, or other ventilating equipment; and any type or kind of wiring, ducts, or pipes, excluding holiday wiring.

7.19 Antennas and Satellite Dishes. The Association shall have the right to regulate installation of satellite dishes, antennas, and similar devices for the transmission or reception of television, radio, satellite, or other signals provided such regulations shall comply with the Telecommunications Act of 1996 ("Telecommunications Act") and the rules and regulations promulgated by the Federal Communications Commission ("FCC"). The installation of any antenna or satellite dish shall be subject to review by the Association, in accordance with the Rules, provided however that at all times the Rules governing such installation shall comply with the Telecommunications Act and the FCC rules and regulations.

7.20 Lease of a Dwelling Unit. With the exception of a First Mortgagee who has acquired title to a Lot by virtue of foreclosing a first mortgage or by virtue of a deed in lieu of foreclosure, an Owner shall have the right to lease his or her Dwelling Unit on the terms and conditions as the Owner may deem advisable, subject to the following:

(a) any such lease or rental agreement must be in compliance with applicable local, state and federal laws;

(b) no Owner may lease or rent (i) less than his or her entire Dwelling Unit; (ii) for transient or hotel purposes; or (iii) for a term of less than six (6) months in duration unless it is a lease extension;

(c) any lease or rental agreement shall be in writing and shall provide that the lease or rental agreement is subject to the terms of this Declaration, and the Articles and Bylaws, and the Rules of the Association;

(d) the lease or rental agreement shall state that the failure of the lessee or renter to comply with the terms of this Declaration, or the Articles or Bylaws or the Rules shall constitute a default and such default shall be enforceable by either the Board of Directors or the lessor, or by both of them to include, but not be limited to, eviction of the lessee from the Dwelling Unit; and

(e) the Board of Directors shall be furnished with a copy of the lease or rental agreement upon its request.

7.21 Fences and Other Exterior Improvements. Fences shall not be allowed to be constructed between or anywhere on Lots without the written approval of the Committee. No basketball hoops, poles or backboards, other playground equipment, clotheslines, wood piles, or storage areas or containers may be installed on any Lot or in the Common Areas unless approved by the



Committee and except as were installed or permitted to be installed by Declarant in its construction of Dwelling Units on the Lots. No mailboxes, porch and area lighting, property identification, landscaping, or other exterior improvements shall be constructed, installed, erected or maintained on any Lot unless approved by the Committee and except as were installed or permitted to be installed by Declarant in its construction of Dwelling Units on the Lots.

7.22 Initial Landscaping. All initial landscaping and other initial exterior Improvements shall be completed in accordance with the Design Review Guidelines. All Owners and Participating Builders must complete all initial landscaping of a Lot within the time limits set forth in the Design Review Guidelines or any applicable Final Decision under ARTICLE SIX. Declarant may require that any Participating Builder or Owner other than Declarant complete or install street trees or other landscaping required by the County on Lot(s) held by such Participating Builder or Owner or on areas adjacent to or in close proximity to such Lot(s).

7.23 Rules. Every Owner and his or her Guests shall adhere strictly to the Rules as promulgated by the Board of Directors, as amended from time to time.

7.24 Waiver of Summary Abatement. Declarant and the Association each waive the right to use summary abatement or similar means to enforce the restrictions herein contained. Judicial proceedings must be instituted before any items of construction can be altered or demolished.

7.25 Exemptions for Declarant and Participating Builders. So long as Declarant owns a Lot within the Planned Community, Declarant shall be exempt from the provisions of this ARTICLE SEVEN to the extent that Declarant determines, in its sole discretion, that such provisions impede or affect Declarant's development, construction, marketing, sales, or leasing activities. The Declarant may exempt any or all Participating Builders from all or portions of the provisions of this ARTICLE SEVEN, to the extent that Declarant determines, in its sole discretion, that such provisions impede or affect the Participating Builder's development, construction, marketing, sales, or leasing activities. All Participating Builders shall be bound by the terms, requirements and conditions set forth in ARTICLE SIX and the Design Review Guidelines.

7.26 Enforcement. The Association, acting through its Board of Directors, shall have the standing and power to enforce all of the above land use and other restrictions.

7.27 Construction Ongoing. All Owners acknowledge they may be purchasing Lots in the Planned Community during a period of construction and the Dwelling Units may be completed prior to the completion of other Dwelling Units, streets, sidewalks, landscaping and amenities, if any. There may be certain inconveniences until the construction is completed. Additionally, there are certain impacts normally associated with construction projects of this nature including, without limitation, ongoing and continuous construction activity involving trucks and other construction vehicles and equipment coming and going on or about the Planned Community in order to complete the construction; temporary closing of roads, driveways, and other access in order to accommodate the construction process, noise, dirt and dust, temporary interruption of utilities and storage of materials and debris that may be considered unsightly. The Owners waive any and all claims against Declarant for any of these impacts or inconveniences caused during the construction process and the Owners shall at all times endeavor to make reasonable good



faith efforts to minimize such construction impacts and inconveniences. Declarant agrees at all times to provide reasonable access to such home.

ARTICLE EIGHT: EASEMENTS

8.1 Easements for the Board of Directors. Each Lot and exterior portion of any Dwelling Unit shall be subject to an easement in favor of the Board of Directors (including its agents, employees, and contractors) to perform its obligations pursuant to this Declaration, including but not limited to the maintenance, repair, construction and restoration of the Common Areas and all other portions of the Planned Community for which the Association has maintenance responsibilities.

8.2 Emergency Easements. A nonexclusive easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons, now or hereafter servicing the Planned Community, to enter upon any part of the Planned Community in the performance of their duties.

8.3 Recording Data Regarding Easements. Pursuant to § 38-33.3-205(m) of the Act, the recording data for recorded easements and licenses appurtenant thereto, or included in the Planned Community or to which any portion of the Planned Community is or may become subject to are identified on the attached Exhibit D.

8.4 Utility Easements. There is hereby created and granted a blanket easement on, over, in, under and through the Planned Community for the installation, replacement, repair, operation and maintenance of utilities, including but, not limited to, water, sewer, gas, telephone, electricity, data transmission, fiber optic and satellite and cable systems serving the Planned Community. The blanket easement includes future utility services not presently available to the Planned Community that may reasonably be required in the future.

By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary facilities, equipment, and appurtenances within, in, on, over, under or across the Dwelling Unit, and to affix, repair and maintain wires, cables, circuits, conduits, pipes, equipment, and apparatus within, on, over, across, and under the roofs and exterior walls and of a Dwelling Unit.

Should any utility company furnishing a service covered by the easement herein created request a specific easement by separate recordable document, Declarant shall have, and hereby reserves, the right and authority to grant such easement upon, across, over or under any part or all of the Planned Community without conflicting with the terms hereof; provided, however, that such power shall cease upon termination of the Declarant Rights as provided in Paragraph 13.3, at which time such reserved right shall vest in the Association.

The easement granted in this Paragraph shall in no way affect, avoid, extinguish or modify any other recorded easement(s) on, over, in, under and through the Planned Community.



8.5 Easements for Encroachments. If any part of the Common Areas encroaches or shall hereafter encroach upon a Lot, an easement for the existence of such encroachment and for the maintenance of the same shall and does exist. If any part of a Lot encroaches or shall hereafter encroach upon the Common Areas, or upon another Dwelling Unit, the Owner of that Dwelling Unit shall and does have an easement for the existence of such encroachment and for the maintenance of same. The easement shall extend for whatever period of time the encroachment exists.

Such easements for encroachments shall not be considered to be encumbrances either on the Common Areas or on a Lot or Dwelling Unit. Encroachments referred to herein include, but are not limited to, unintentional encroachments caused by error in the original construction of the Buildings, by error in the Plat, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Planned Community or any part thereof or by any other movement of any portion of the improvements located upon the Planned Community.

8.6 Easements Deemed Appurtenant. The easements and rights herein created for an Owner shall be deemed appurtenant to the Unit owned by the Owner. All conveyances and instruments affecting title to a Unit shall be deemed to grant and reserve the easements and rights of way as provided herein, as though set forth in said document in full, even though no specific reference to such easements or rights of way appear.

ARTICLE NINE: INSURANCE

9.1 Authority to Purchase/General Requirements. All insurance policies relating to the Association and Common Areas within the Planned Community shall be purchased by the Board of Directors on behalf of the Association. The Board of Directors shall promptly furnish to each Owner and/or such Owner's First Mortgagee requesting same, written notice of the procurement of, subsequent changes in, or termination of, insurance coverages obtained on behalf of the Association.

The Board of Directors shall not obtain any policy where (a) under the terms of the insurance company's charter, bylaws, or policy, contributions or assessments may be made against the Association, or an Owner or a First Mortgagee, or (b) by the terms of carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's Board of Directors, policyholders or members; or (c) the policy includes any limiting clauses (other than insurance conditions) which could prevent Owners or First Mortgagees from collecting insurance proceeds.

Each insurance policy shall provide that:

(a) The insurer to the extent possible waives any right to claim by way of subrogation against the Declarant, the Association, the Board of Directors, the Managing Agent or the Owners, and their respective agents, employees, Guests and, in the case of the Owners, the members of their households;



(b) Such policy shall not be canceled, invalidated or suspended due to the conduct of any Owner or his or her Guests or of any Member, officer or employee of the Board of Directors or the Managing Agent without a prior demand in writing that the Board or the Managing Agent abate or cure the conduct complained of and neither shall have so abated or cured such conduct within forty-five (45) days after such demand;

(c) Such policy, including any fidelity insurance of the Association referred to in Paragraph 9.4 hereof may not be canceled, or substantially modified by any party (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to the Board of Directors, the Managing Agent and to each First Mortgagee listed as a scheduled holder of a first mortgage in the policy;

(d) Such policy must provide that no assessment may be made against a First Mortgagee, its successors or assigns and that any assessment made against others shall not become a lien on a Lot or Dwelling Unit superior to the lien of a First Mortgagee; and

(e) Declarant, so long as Declarant shall own any Unit, shall be protected by all such policies as an Owner, if such coverage is available.

All policies of insurance shall be written by reputable companies duly authorized and licensed to do business in the State of Colorado with an A.M. Best's rating of "B+" or better if reasonably available, or, if not reasonably available, the most nearly equivalent rating.

All insurance policies shall contain the standard mortgagee clause or equivalent endorsement (without contribution) in which it appropriately names a First Mortgagee in the policy, its successors and assigns, beneficiary (but only to the extent a First Mortgagee has a Security Interest in any of the Common Areas insured by the Association).

9.2 Hazard Insurance. The Board of Directors shall obtain and maintain a comprehensive, "all-risk" form policy of hazard insurance with extended coverage, vandalism, malicious mischief, windstorm, sprinkler leakage (if applicable), debris removal, and cost of demolition insuring any of the insurable improvements located on the Common Areas.

Such insurance shall at all times represent one hundred percent (100%) of the current replacement cost based on the most recent appraisal of all insurable improvements in the Common Areas. The current replacement cost shall not include values for land, foundation, excavation and other items normally excluded there from and shall be without deduction for depreciation and with no provision for co-insurance. If available, the policy shall be endorsed with a "Guaranteed Replacement Cost Endorsement."

The Board of Directors shall review at least annually all of its insurance policies in order to insure that the coverages contained in the policies are sufficient. The Board of Directors shall consistent with good business practices, and at reasonable intervals obtain a written appraisal for insurance purposes, showing that the insurance represents one hundred percent (100%) of the current replacement cost as defined above for all insurable improvements located on the Common Areas, together with any personal property owned by the Association.



Such policies shall also provide:

(a) The following endorsements or their equivalent if applicable and if available: No Control Endorsement, Contingent Liability from Operation of Building Laws or Codes Endorsement, Cost of Demolition Endorsement, Increased Cost of Construction Endorsement) Agreed Amount Endorsement, and Inflation Guard Endorsement

(b) That any "no other insurance" clause expressly exclude Sub-Association's or individual Owners' policies from its operation so that the property insurance policy purchased by the Board of Directors shall be deemed primary coverage and any Sub-Association's or individual Owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by a Sub-Association or individual Owners or their First Mortgagees, unless otherwise required by law.

The insurer shall deliver a certificate, together with proof of payment of premiums, to any Owner and First Mortgagee requesting the same, at least thirty (30) days prior to expiration of then current policy.

The insurance shall be carried naming the Association as the owner and beneficiary thereof for the use and benefit of the Association. Any loss covered by the policies carried under this Article shall be adjusted exclusively by the Board of Directors and provide that all claims are to be settled on a replacement cost basis.

The Association shall hold and apply any insurance proceeds to fulfill its obligations and responsibilities to maintain, repair, and reconstruct the Common Areas in accordance with this Declaration. The proceeds shall be disbursed first for the repair or restoration of the damaged Common Areas.

The deductible, if any, on such insurance policy shall be as the Directors determine to be consistent with good business practice and which shall be consistent with the requirements of the First Mortgagees, not to exceed, however, Ten Thousand Dollars (\$10,000.00) or one percent (1%) of the face amount of the policy whichever is less. Any loss falling within the deductible portion of a policy shall be paid by the Association. Funds to cover the deductible amounts shall be included in the Association's Reserve Funds and be so designated.

The Board shall have the authority to levy, after Notice and Hearing, against Owners causing such loss for the reimbursement of all deductibles paid by the Association as an Individual Assessment in accordance with Paragraph 5.4(b) hereof.

9.3 Liability Insurance. The Board of Directors shall obtain and maintain comprehensive general liability (including eviction, libel, slander, false arrest and invasion of privacy) and property damage insurance covering all of the Common Areas within the Planned Community insuring each officer, director, the Managing Agent and the Association.



Such coverage under this policy shall include, without limitation, the legal liability of the insureds for property damage, bodily injuries and deaths of persons that result from the operation, maintenance or use of the Common Areas and the legal liability arising out of lawsuits relating to employment contracts in which the Association is a party.

Such insurance shall be issued on a comprehensive liability basis. Additional coverages may be required to include protection against such other risks as are customarily covered with respect to the Planned Community similar in construction, location and use, including, but not limited to, Host Liquor Liability coverage with respect to events sponsored by the Association, Comprehensive Automobile Liability Insurance, Severability of Interest Endorsement.

The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than one million dollars (\$1,000,000) covering all claims for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits may also be obtained.

9.4 Fidelity Insurance. The Association shall obtain and maintain, to the extent reasonably available, fidelity insurance coverage for any Owner or Association employee who either handles or is responsible for funds held or administered by the Association. The insurance shall name the Association as insured, and shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

The fidelity insurance policy should cover the maximum funds (including Reserve Funds) that will be in the custody of the Association or its management agent at any time while the policy is in force; provided however, in any event the aggregate amount of such insurance shall be not less than a sum equal to three (3) months' aggregate Assessments on all Units, plus Reserve Funds.

The policy must include a provision that calls for ten (10) days written notice to the Association before the policy can be canceled or substantially modified for any reason. The same notice must also be given to each servicer of a securitized mortgage in the Planned Community, to the extent that any such mortgagee constitutes a security interest in the Common Areas.

A management agent that handles funds for the Association shall be covered by its own fidelity insurance policy that must provide the same coverage as that required to be held by the Association.

9.5 Additional Insurance. If the area where the Planned Community is located has been identified by the Secretary of Housing and Urban Development (HUD) or the Director of the Federal Emergency Management Agency (FEMA) as a Special Flood Hazard Area, flood insurance that covers the Common Areas shall be maintained providing coverage equivalent to that provided under the National Flood Insurance Program in an amount of one hundred percent (100%) of the current replacement cost of the Improvements on the Common Areas.



If the Planned Community at the time of the recording of this Declaration is not identified as a Special Flood Hazard Area but becomes reclassified at a later date as such, the Board of Directors shall obtain flood insurance that covers the Common Areas in accordance with the above. Conversely, flood insurance may be discontinued if the Planned Community is reclassified out of the Special Flood Hazard Area.

The Association may also maintain coverages for:

(a) Adequate Directors and Officers liability insurance, if reasonably available, and if deemed consistent with good business practices, for errors and omissions on all Directors and Officers in an amount which the Board of Directors deems adequate;

(b) Worker's Compensation and Employer's Liability Insurance and all other similar insurance with respect to employees of the Association in the amount and in the forms now or hereafter acquired by law; and

(c) Such other insurance of a similar or dissimilar nature, as the Board of Directors shall deem appropriate with respect to the Common Areas.

9.6 Payment of Insurance Premiums. The cost of the insurance obtained by the Association in accordance with this Article shall be paid from Association funds and shall be collected from the Owners as part of the Common Expense Assessment as provided for in Paragraph 5.4(a) hereof. If sufficient funds are not generated from the Common Expense Assessment to cover the cost of the insurance provided for above, then the deficiency shall be chargeable to each Owner by an Individual Assessment in accordance with Paragraph 5.4(b) hereof and such assessment shall be exempt from any special voting requirements of the Membership. Such assessment shall be prorated among Owners in the same proportion as the Common Expense Assessment Liability.

ARTICLE TEN: RESTORATION UPON DAMAGE OR DESTRUCTION AND CONDEMNATION

10.1 Damage or Destruction. Any portion of the Common Areas (or other portion, if any, of the Planned Community) that is covered by a policy of insurance that is required to be carried by the Association under this Declaration and which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (i) The Planned Community is terminated;
- (ii) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;
- (iii) Sixty-seven percent (67%) or more of the Owners vote not to rebuild; or



- (iv) Prior to the conveyance of any Lot to a Person other than Declarant, the holder of a deed of trust or mortgage on the damaged portion of the Planned Community rightfully demands all or a substantial part of the insurance proceeds.

The Common Areas must be repaired and restored in accordance with either (a) the original plans and specifications, or (b) other plans and specifications which have been approved by the Board of Directors.

10.2 Use of Insurance Proceeds. If the insurance proceeds with respect to such damage or destruction are insufficient to repair and reconstruct the damage, the Board of Directors shall levy an Individual Assessment in the aggregate amount of such insufficiency pursuant to Paragraph 5.4(b) hereof, and shall proceed to make such repairs or reconstruction. The amount of each Owner's Individual Assessment shall be such Owner's Common Expense Assessment Liability as determined in accordance with Paragraph 1.2 hereof.

If all of the damage to the Common Areas covered by the Association's insurance is not repaired or reconstructed, the insurance proceeds attributable to the damage shall be used to restore the damaged portion of the Common Areas to a condition compatible with the remainder of the Planned Community and the remainder of the proceeds shall be distributed to the Association.

10.3 Condemnation. If a part of the Common Areas are acquired by condemnation, that portion of any award attributable to the Common Areas taken must be paid to the Association as attorney-in-fact to be held in trust for the use and benefit of the Association, the Owners and the holders of the Security Interests as their interests may appear. No Owner or any other party shall be entitled to priority over First Mortgagees with respect to any distribution of the Condemnation Award.

ARTICLE ELEVEN: MAINTENANCE

11.1 Maintenance of the Common Areas and Common Area Improvements. The Association shall provide for the repair, maintenance, and reconstruction of the Common Areas and Common Area Improvements. The maintenance obligations of the Association shall be subject to any undertaking or responsibility of the County or other entity with respect to easements, rights of way and any trails. Without limiting the generality of the foregoing and by way of illustration, the Association shall keep the Common Areas and its Improvements attractive, clean, functional and in good repair and may make necessary or desirable alterations or improvements thereon or thereto or replacements thereof. The Association shall perform all of its required obligations set forth in the recorded Conservation Easement and Outlot Management Plan.

11.2 Maintenance of the Dwelling Units and Lots. All Dwelling Unit and Lot maintenance, repair and reconstruction shall be the sole responsibility and at the sole expense of the Owner together with the maintenance of the landscaping thereon and any other structures, buildings, or other improvements thereon.



No landscaping shall be installed, and no fences, hedges or walls shall be erected on any Lot, except in accordance with the initial construction of the Dwelling Unit or as approved by the Committee. If Improvements are approved for a Lot, then the Improvements must be maintained, repaired and reconstructed by the Owner of the Lot in a manner acceptable to the Board of Directors.

11.3 Owners Failure to Maintain, Repair, and/or Reconstruct. In the event that a Lot or Dwelling Unit is not properly maintained and repaired by the Owner, the Board of Directors, after Notice and Hearing to the Owner (and after a determination by the Board that the condition of the Lot and/or Dwelling Unit negatively impacts other Owners or the value of other Lots and Dwelling Units within the Planned Community) shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the Lot and/or Dwelling Unit to a condition of good order and repair and charge the cost thereof to such Owner as an Individual Assessment in accordance with Paragraph 5.4(b) hereof.

11.4 Maintenance of Drainage Pattern. There shall be no interference with the established drainage pattern initially established by Declarant over any portion of the Planned Community, except as approved in writing by the Committee. Approval shall not be granted unless provision is made for adequate alternate drainage.

The "established drainage pattern" shall mean the drainage pattern that exists at the time the overall grading of any property is completed by Declarant and shall include any established drainage pattern shown on the plans approved by the Committee. The established drainage pattern may include the drainage pattern from the Common Areas over any Lots within the Planned Community, from any Lot within the Planned Community over the Common Areas and from any Lot over another Lot.

Any proposed alteration to the drainage pattern must be prepared, signed and stamped by a qualified Professional Engineer registered in the state of Colorado.

11.5 Association Responsibility. The maintenance obligation on the part of the Association shall apply to the maintenance required by ordinary wear and tear and shall not apply to maintenance, repair and/or reconstruction resulting from willful neglect or destruction by an Owner or an Owner's Guests. In the event the repair, maintenance and/or reconstruction results from the willful neglect or destruction by an Owner or an Owner's Guests, the Board of Directors shall have the right, to charge the costs of the repair, maintenance and/or replacement, to that Owner by an Individual Assessment in accordance with Paragraph 5.4(b) hereof.

Determination of whether the repair, maintenance and/or reconstruction is the obligation of the Association or an Owner shall rest solely with the Board of Directors and shall be final. The Board of Directors will also have the sole responsibility for determining the timing and manner of the repair, maintenance and/or reconstruction including the kind and type of materials to be used.

11.6 Board of Directors Access. Access to all of the Lots within the Planned Community to perform repairs, maintenance and/or reconstruction by the Board of Directors, its agents and



employees shall be made pursuant to the maintenance easement granted in accordance with Paragraph 8.1 hereof.

ARTICLE TWELVE: DEVELOPMENT RIGHTS

12.1 Reservation of Right to Expand the Number of Lots in the Planned Community. Declarant reserves the right (without in any way being bound) to incorporate Lots into the Planned Community and to submit additional Lots to and enlarge the Planned Community in phases, without the necessity of the consent thereto or the joinder therein by the Owners or First Mortgagees, by preparing, executing and recording a Supplemental Declaration submitting Lots to the Planned Community located on the real property described on the attached Exhibit C. The Supplemental Declaration shall specify the Allocated Interests computed and determined in accordance with Paragraph 1.2 hereof that are associated with the Lots incorporated into the Planned Community.

12.2 Supplemental Declarations. The incorporation of Lots and expansion will be accomplished by the filing of record by the Declarant in the office of the Office of the Boulder County Clerk and Recorder, a supplement to this Declaration containing a legal description of the new real property on which the incorporated and/or additional Lots are located. The expansion may be accomplished in stages or phases by multiple, successive supplements or in one supplemental expansion.

All future improvements will be consistent with the Development Plan and with the initial improvements in quality of construction.

12.3 Expansion of Definitions. In the event of expansion, the definitions used in this Declaration shall be expanded. For example, "Lot" and "Common Areas" shall mean the Lots and Common Areas described and defined herein plus any additional Lots and Common Areas added by any Supplemental Declaration and reference to this Declaration shall mean this Declaration as supplemented. All conveyances of Lots shall be effective to transfer rights in the Planned Community as expanded without additional references to any Supplemental Declaration.

12.4 Declaration Operative on New Properties. The Lots and real property submitted and added to the Planned Community shall be subject to all the terms and conditions of this Declaration as amended or supplemented, by the recording by Declarant of a Supplemental Declaration in the Office of the Boulder County Clerk and Recorder, describing such Lots and real property.

12.5 Interests on Enlargement. An Owner at the time of his or her purchase of a Lot that is submitted to and incorporated into the Planned Community by a Supplemental Declaration shall be a Member of the Association. The Owner shall be entitled to the same non-exclusive use of the Common Areas and the same voting privileges as the Owners of Lots previously submitted to and incorporated into the Planned Community through the Declaration or any prior Supplemental Declarations and shall be subject to Assessments as provided herein. The Assessments for each Phase submitted to and incorporated into the Planned Community shall commence for all



Owners within that Phase including the Declarant upon the recording of the Supplemental Declaration for that Phase.

Whenever any additional property is brought into the Planned Community, the Common Expense Assessment Liability of each Owner in the Planned Community after such addition will change and will be reallocated by the Declarant in accordance with Paragraph 1.2 hereof.

12.6 Taxes, Assessments and Other Liens. All taxes and other assessments relating to the real property described in Exhibit A and Exhibit B covering any period of time prior to the addition of any Lots, Lots or Outlots or other Common Areas on such property or any portion thereof to the Planned Community will be paid or otherwise provided for by the Declarant to the satisfaction of all First Mortgagees.

Liens arising out of the construction of improvements in later phases shall not extend into prior phases and shall not adversely affect the rights of Owners or the priority of first mortgages and deeds of trust on any Lot constructed in a prior phase.

12.7 Project Treated as a Whole. For all purposes hereof, each of the Phases of the Planned Community after the recording of the Supplemental Declaration submitting each Phase to the Planned Community, shall be treated as a part of the Planned Community developed as a whole from the beginning, except to the extent expressly otherwise provided for herein. It is the express purpose hereof to provide that from and after the date of the submission of a Phase of the Planned Community in accordance with the above, that such Phase shall be treated as though such Phase had been developed, owned, occupied and used by the Owners thereof as a single undivided Project.

12.8 Termination of the Right of Expansion. The right of expansion shall terminate at the option of the Declarant by its written notice to the Secretary of the Association, but in any event such right of expansion shall terminate without further act or deed in accordance with the limitations set forth in Paragraph 13.3 hereof.

ARTICLE THIRTEEN: DECLARANT RIGHTS

13.1 Reservation. The Declarant reserves the following Declarant Rights (“Declarant Rights”) that may be exercised, where applicable, anywhere within the Planned Community:

(a) To complete the improvements contemplated by and in the locations indicated on the Plat and to complete the creation and construction of all forty-six (46) Lots, or such greater number of Lots as may be approved by the County pursuant to the Plat for the Planned Community, and all associated improvements in the Project;

(b) To exercise any Declarant Rights reserved herein;



(c) To use, and to permit others to use, easements through the Common Areas as may be reasonably necessary for construction within the Planned Community and for the purpose of discharging the Declarant's obligations under the Act and this Declaration;

(d) To submit to and incorporate Lots into the Planned Community and to enlarge the Planned Community in phases from time to time, without the prior approval of any Owner or Eligible Mortgagee, by adding Lots, or other Common Areas to the Planned Community located on any portion of the real property described in Exhibit A and Exhibit B;

(e) To amend (and supplement) the Declaration and/or the Plat and/or to file additional Filings to the Plat and to file additional plats in connection with the exercise of any Declarant Rights and/or as set forth in this Declaration;

(f) To conduct marketing and sales activities for the sales of Lots in the Community;

(g) To appoint or remove any officer of the Association or a member of the Board of Directors during the Period of Declarant Control subject to the provisions of Paragraphs 4.7 and 4.8 of this Declaration; and

(h) To exercise any other Declarant Right created by any other provisions of this Declaration.

13.2 Rights Transferable. Declarant Rights created or reserved under this Article for the benefit of Declarant may be transferred to any Person by an instrument describing the Declarant Rights transferred and recorded in the records of the Office of the Boulder County Clerk and Recorder. The instrument shall be executed by Declarant, as the transferor, and by the transferee.

13.3 Limitations. The Declarant Rights shall terminate at the option of Declarant by its written notice to the Secretary of the Association, but in any event the Declarant Rights shall terminate without further act or deed twenty (20) years after the date of the recording of this Declaration. The Declarant Rights shall be exercised in phases and on the real property described on Exhibit A, Exhibit B, Exhibit C and the Plat. In the event that the process of entitlement for Declarant to apply for and obtain building permits is placed on "hold" or delayed for reasons beyond the control of Declarant (e.g., moratorium, anti-growth legislation, etc.), the time limitations set forth herein shall be extended until the impediment to entitlement is removed.

13.4 Interference with the Declarant Rights. The Association, the Board of Directors or any Owner may not take any action or adopt any Rule that will interfere with or diminish any Declarant Rights without the prior written consent of Declarant.

13.5 Use by Declarant. The exercise of the Declarant Rights by Declarant shall not unreasonably interfere with the access to or use of any Lot by any Owner or the access to or use of the Common Areas.



13.6 Models, Sales Offices, and Management Offices. Subject to the limitations set forth in Paragraph 13.3 hereof, Declarant, its duly authorized agents, representatives and employees may maintain any Lots owned by Declarant as a "Model," together with storage areas, nursery and construction yards, and parking spaces, sales, leasing or management offices, to include but not be limited to sales trailers.

13.7 Declarant's Easements. Declarant reserves an easement for ingress and egress in, on, under, and across the Planned Community (including all Lots and Common Areas therein) to perform warranty work, and repairs, construction work, utility, and drainage work and to store materials in secure areas, to build temporary walls and other facilities and structures and to make such use of the Common Areas as may be reasonably necessary or incident to any construction and to control and have the right of access to all of Declarant's work and repairs until completion. All construction, warranty and any related work may be performed by Declarant without the consent or approval of the Board of Directors.

Declarant has an easement through the Planned Community (including all Lots and Common Areas therein) as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising the Declarant Rights, whether arising under the Act or reserved in this Article or elsewhere in this Declaration.

13.8 Signs and Advertising. Declarant reserves the right for Declarant to post signs and displays on the Common Areas in order to promote sales of Lots. Declarant also reserves the right for Declarant to conduct marketing and sales activities to sell Lots in the Community.

13.9 Other Reserved Rights. The rights reserved in this ARTICLE THIRTEEN are in addition to all other rights reserved by or granted to Declarant in this Declaration or by the Act.

13.10 Exercise of Declarant Rights. The exercise of any or all of the Declarant Rights shall be at the sole option and discretion of Declarant. Except as set forth herein, no other assurances are made with regard to the reserved development rights. If any Declarant Rights are exercised in any portion of the real estate subject to development rights, Declarant shall have no obligation to exercise any Declarant Rights in all or any portion of the remainder of that real estate.

Upon the exercise of any of the Declarant Rights reserved herein, Declarant, if required by the Act, shall comply with § 38-33.3-209 and § 38-33.3-210(1) of the Act pertaining to the preparation, execution, and recordation of the amendments (supplements) to the Declaration and the Plat. Accordingly, Declarant shall have the unrestricted right to amend and supplement the Declaration and the Plat and file additional or supplemental declarations or plats in order to exercise the Declarant Rights. Notwithstanding anything in this Declaration to the contrary, no consent or agreement of, or notice to Owners, or any Eligible Mortgagee shall be required in order to allow Declarant to exercise any of the Declarant Rights, provided such exercise otherwise complies with the applicable provisions of this Declaration.

13.11 Declarant's Personal Property. Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the Common Areas that have not been represented as property of the Association. Declarant reserves the right



to remove from the Planned Community any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures, upon completion of the development and sales of all Lots.

ARTICLE FOURTEEN: FIRST MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers, or guarantors of holders of first mortgages recorded against Lots within the Planned Community who qualify as an Eligible Mortgagee as defined by Paragraph 1.23 hereof. To the extent applicable, necessary, or proper, the provisions of this ARTICLE FOURTEEN apply to both this Declaration and to the Articles and Bylaws.

14.1 Notices of Action. An Eligible Mortgagee shall be entitled to timely written notice of:

(a) any material condemnation loss or any casualty loss which affects a material portion of the Planned Community or any Lot in which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgagee;

(b) any sixty (60) day delinquency in the payment of Assessments or charges owed by an Owner of any Lot on which an Eligible Mortgagee holds a Security Interest;

(c) any lapse, cancellation, or material modification of any mandatory insurance policy or fidelity bond maintained by the Association;

(d) any proposed action which would require the consent of a specified percentage of Eligible Mortgagees; and

(e) any material judgment rendered against the Association.

14.2 Amendment to Documents/Special Approvals:

(a) The consent of Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the consent of fifty-one percent (51%) of the Eligible Mortgagees shall be required to add to or amend any material provisions of this Declaration or the Articles or Bylaws of the Association. A change to any of the following would be considered material.

(i) voting rights;

(ii) increase the Common Expense Assessment annually by more than twenty-five percent (25%) over the previously levied Common Expense Assessment, change the manner of the Assessment Liens, or the priority of the Assessment Liens;

(iii) reduction in the reserves for maintenance, repair and replacement of the Common Areas;



- (iv) responsibility for maintenance and repairs;
 - (v) right to use the Common Areas;
 - (vi) convertibility of Lots into Common Areas or vice versa;
 - (vii) hazard or fidelity insurance requirements;
 - (viii) imposition of any restrictions on the leasing of Lots;
 - (ix) imposition of any restrictions on a Lot Owner's right to sell or transfer his or her Lot;
 - (x) restoration or repair of the Planned Community (after damage or partial condemnation) in a manner other than that specified in the Project Documents;
 - (xi) any provision that expressly benefits mortgage holders, insurers or guarantors; and
 - (xii) a decision by the Board of Directors to establish self-management if professional management had been required previously by the Project Documents or by an Eligible Mortgagee.
- (b) The Association may not take any of the following actions without the consent of Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of at least fifty-one percent (51%) of the Eligible Mortgagees.
- (i) Reconstruct or repair the Planned Community after damage due to an insurable hazard or a partial condemnation in a manner other than specified in the Project Documents;
 - (ii) Merge or consolidate the Planned Community with any other Planned Community or subject it to a master association; and
 - (iii) Not repair or reconstruct, in the event of substantial destruction, any part of the Common Areas.
- (c) Any action to terminate the legal status of the Planned Community after substantial destruction or condemnation occurs must be agreed to by Owners to which at least eighty percent (80%) of the votes in the Association are allocated, and by sixty-seven percent (67%) of the Eligible Mortgagees.
- (d) Any action to terminate the legal status of the Planned Community for reasons other than substantial destruction or condemnation occurs must be agreed to by Owners to which at least eighty percent (80%) of the votes in the Association are allocated, and by sixty-seven percent (67%) of the Eligible Mortgagees.



14.3 Special FHLMC Provisions. Except as provided by statute in the case of a condemnation or a substantial loss to the Lots and/or Common Areas, unless at least sixty-seven percent (67%) of the Eligible Mortgagees or five of the Owners (other than Declarant) have given their prior written approval, the Association may not:

- (a) by act or omission seek to abandon or terminate the Planned Community;
- (b) change the pro rata interest or obligations of any Lot in order to levy assessments, allocate distribution of hazard insurance proceeds or condemnation awards;
- (c) seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas by act or omission;
- (d) the granting of easements for public utilities or other purposes consistent with the intended use of the Common Areas is not a transfer within the meaning of this Paragraph 14.3(c); and
- (e) use hazard insurance proceeds for losses to any planned community property for other than the repair, replacement or reconstruction of the planned community property).

14.4 Implied Approval. Implied approval by an Eligible Mortgagee shall be assumed when an Eligible Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after the Eligible Mortgagee receives proper notice of the proposal, provided this notice was delivered by certified or registered mail with return receipt requested.

14.5 Books and Records. Owners and their mortgagees shall have the right to examine the books and records of the Association at the office of the Association in accordance with the procedure set forth in the Association's Bylaws.

ARTICLE FIFTEEN: MANDATORY DISPUTE RESOLUTION

The provisions of ARTICLE FIFTEEN are not intended to waive or alter the applicability of C.R.S. § 13-20-801 *et seq.*, to any action brought by Owners or by the Association, as the term "action" is defined by C.R.S. § 13-20-802.5(1). It is intended that Owners and the Association fully comply with all applicable provisions of both (1) ARTICLE FIFTEEN and (2) C.R.S. § 13-20-801 *et seq.*

15.1 Statement of Clarification. Without modifying or restricting the scope of this Article and as a statement of clarification only, nothing contained in this Article is intended to prevent the parties from attempting to resolve any differences between them through the normal course of business and communications. It is only when the parties are unable to resolve their differences and they wish to proceed further through the assertion of a "Claim" as defined herein, that the Mandatory Dispute Resolution provisions contained in this Article are activated.



15.2 Alternative Method for Resolving Disputes. Declarant, the Association, its officers and directors; all Owners; design professionals; builders, including any of their subcontractors and suppliers; and any Person not otherwise subject to this Declaration but who agrees to submit to this Article (each of the foregoing entities being referred to as a "Party"), agree to encourage the amicable resolution of disputes involving the Planned Community and all of its improvements without the emotional and financial costs of litigation. Accordingly, each Party covenants and agrees to submit all Claims each may have to the procedures set forth in this ARTICLE FIFTEEN and not to a court of law.

15.3 Claims. Except as specifically excluded in Paragraph 15.4, all claims, disputes and other controversies arising out of or relating to the:

- (a) any Agreement for Sale and Purchase between Declarant and any Owner (except as may be expressly provided otherwise therein);
- (b) Property (as defined in any such Agreement) or the Dwelling Unit;
- (c) purchase of the Property or the Dwelling Unit;
- (d) interpretation, application or enforcement of this Declaration;
- (e) the soils of any property that lies within the Planned Community;
- (f) land development, design, construction, and/or alteration of the Improvements within the Planned Community and/or any alleged defect therein;
- (g) any rights, obligations and duties of any Party under this Declaration;
- (h) any Limited Warranty Agreement between Declarant and any Owner and/or the Association; or
- (i) any breach of any of the foregoing;

all of which are hereinafter referred to as a "Claim," shall be subject to and resolved by submitting the Claim to mediation and, if not resolved during mediation, shall be resolved by Mandatory Binding Arbitration all in accordance with this ARTICLE FIFTEEN and not in a court of law. Notwithstanding the foregoing, no Claim may be asserted or brought unless there is either (i) actual physical damage to or actual loss of use of tangible real or personal property or (ii) bodily injury or wrongful death.

15.4 Claims Subject to Approval. Unless Owners to whom at least sixty-seven percent (67%) of the votes in the Association are allocated agree to the contrary, the following shall not be Claims and shall not be subject to the provisions of this ARTICLE FIFTEEN:

- (a) any suit by the Association against any Party to enforce the provisions of ARTICLE FIVE (Assessments);



(b) any suit by the Association or Declarant to obtain a temporary restraining order or injunction and such other ancillary relief as the court may deem necessary in order for the Association or Declarant to act under and enforce the provisions of ARTICLE SIX (Architectural Approval/Design Review), or ARTICLE SEVEN (Land Use and Other Restrictions);

(c) any suit by an Owner to challenge the actions of Declarant, the Association, Declarant acting as the Design Review Committee, or any other committee with respect to the enactment and application of standards or rules or the approval or disapproval of plans pursuant to the provisions of ARTICLE SIX; and

(d) any suit between or among Owners that does not include Declarant or the Association.

15.5 Notice of Claim. Any Party alleging a Claim ("Claimant") against any other Party ("Respondent") shall submit all of their Claims by written notification delivered to each Respondent, stating plainly and concisely:

(a) the nature of the Claim, including a list of any alleged construction defects, the Persons involved and Respondent's role in the Claim;

(b) the legal or contractual basis of the Claim (i.e., the specific authority out of which the Claim arises);

(c) the date on which the Claim first arose;

(d) the name and address of every Person, including without limitation any current or former employees of Respondent, whom Claimant believes does or may have information relating to the Claim; and

(e) the specific relief and/or proposed remedy sought.

15.6 Timely Initiation. All Claims shall be initiated by the Claimant within a reasonable time after the Claim has arisen, and in any event, regardless of the nature of the Claim, within the time specified in the applicable Limited Warranty Agreement described in Paragraph 15.3(h) above for warranty Claims and no later than two (2) years after the Claim arises for all other Claims.

15.7 Right to be Heard. Upon receipt of a Claim and prior to the Association or any Owner asserting the Claim commencing any mediation or arbitration Respondent shall have the right to make a written response and be heard by Claimant, affected Owners, and Association in an effort to resolve the Claim.

15.8 Right to Inspect and Repair. If the Claim is based on the land development, design, construction and/or alteration of any Improvements within the Planned Community then, upon reasonable notice to any affected Owners (or the Association if the affected area is owned by the Association), Respondent shall have the right to access the affected area at a reasonable time(s)



for purposes of inspecting the condition complained of including but not be limited to, any investigative or destructive testing.

The Association shall have the same right to inspect for any Claims by Owner against the Association in accordance with the above.

In the exercise of the inspection rights contained herein, the Party causing the inspection to be made ("Inspecting Party") shall:

(a) be careful to avoid any unreasonable intrusion upon, or harm, damage or costs to the other party including, without limitation, using its best efforts to avoid causing any damage to, or interference with, any improvements on the property being inspected ("Affected Property");

(b) minimize any disruption or inconvenience to any person who occupies the Affected Property;

(c) remove daily all debris caused by the inspection and located on the Affected Property; and

(d) in a reasonable and timely manner, at the Inspecting Party's sole cost and expense, promptly remove all equipment and materials from the Affected Property and repair and replace all damage, and restore the Affected Property to the condition of the Affected Property as of the date of the inspection, unless the Affected Property is to be immediately repaired.

The repair, replacement, and restoration work shall include, without limitation, the repair or replacement to any structures, driveways, fences, landscaping, utility lines or other improvements on the Affected Property that were damaged, removed, or destroyed by Inspecting Party.

In the event the Inspecting Party wishes to make repairs to resolve the subject matter of the Claim, the Inspecting party shall have the right, at its option, to do so and to enter the Affected Property at a reasonable time(s) and upon reasonable notice for such purpose.

The Inspecting Party shall not permit any claim, lien or other encumbrance arising from the exercise of its right to inspect and/or repair to accrue against or attach to the Affected Property. The Inspecting Party shall indemnify, defend and hold harmless the Affected Owners, or the Association if the Affected Property is owned by the Association, against any and all liability, claims, demands, losses, costs and damages incurred, including court costs and reasonable attorney's fees, resulting from any breach of this Article by the Inspecting Party.

15.9 Good Faith Negotiations. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. Any party may be represented by attorneys and independent consultants (at such Party's cost) to assist such party in negotiations and to attend meetings.



15.10 Mediation:

(a) If the Parties do not resolve the Claim through negotiations within thirty (30) days after the date of submission of the Claim to Respondent(s), as may be extended upon agreement of all affected Parties, Claimant shall have thirty (30) additional days to submit the Claim to mediation under the auspices of an independent mediation service reasonably acceptable to all Parties. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and all Respondent(s) shall be released and discharged from any and all liability to Claimant on account of such Claim.

(b) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties.

(c) If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation, or within such other time as determined by the mediator or agreed to by the Parties, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

(d) Within ten (10) days after issuance of a Termination of Mediation, Claimant shall make a final written Settlement Demand to the Respondent(s), and the Respondent(s) shall make a final written Settlement Offer to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Claim shall constitute the Settlement Demand. If the Respondent(s) fail to make a Settlement Offer, Respondent(s) shall be deemed to have made a "zero" or "take nothing" Settlement Offer.

(e) Each Party shall bear its own costs, including attorney's fees, and each Party shall share equally all charges rendered by the mediator(s) and all filing fees and costs of conducting the mediation proceeding.

(f) If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with this ARTICLE FIFTEEN and any Party thereafter fails to abide by the terms of such agreement, then any other affected Party may file suit to enforce such agreement without the need to again comply with the procedures set forth in this ARTICLE FIFTEEN. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party all costs incurred in enforcing such agreement, including, without limitation, reasonable attorney's fees and court costs.

15.11 Arbitration:

(a) If the Parties do not reach a settlement of the Claim within fifteen (15) days after issuance of any Termination of Mediation and reduce the same to writing, the Claimant shall have fifteen (15) additional days to submit the Claim to binding arbitration in accordance with the Arbitration Procedures contained in Exhibit E hereof and deliver an Arbitration Notice to all Respondent(s).



(b) The Parties agree that where any Claim, dispute or other controversy existing between them is submitted to arbitration, and any other Party may have liability with respect thereto, all Parties including any third Parties agree that the third Parties may be joined as additional Parties in the arbitration, or if a separate arbitration exists or is separately initiated, to the consolidation of all arbitrations. It is the intent of the Parties to resolve all rights and obligations of all interested Parties at one time in one forum rather than in multiple proceedings.

(c) Within sixty (60) days after submission of the Claim, Claimant shall file with the arbitrator and deliver to Respondent(s) a certified list of construction defects that are the subject of the Claim, which list shall be signed by the attorney for Claimant, or if Claimant does not have an attorney, by Claimant, and shall include:

- (i) a statement that (a) the attorney for Claimant, or Claimant if Claimant does not have an attorney, has consulted with a Person not a Party to the Claim with expertise in the area of each construction defect that is the subject of the Claim (the "Construction Consultant") and (b) the Construction Consultant has inspected the improvements for which the construction defects are claimed, has reviewed the known facts, including such records, documents and other materials the Construction Consultant has found to be relevant to the construction defects, and has concluded that the Claim has substantial justification based on the Construction Consultant's inspection and review of the known facts;
- (ii) a certification that the Construction Consultant can demonstrate by competent evidence that, as a result of training, education, knowledge and experience, the Construction Consultant is competent to testify as an expert and render an opinion as to the alleged construction defects;
- (iii) a certification signed by the Construction Consultant stating (A) such Person's name, address, qualifications and credentials that render him or her competent to express an expert opinion as to the alleged construction defect, (B) that he or she has inspected each improvement and reviewed the known facts, including such records, documents and other materials which he or she has found to be relevant to the construction defects at issue, and (C) as to each improvement for which a construction defect Claim is asserted, an identification of the owner of the improvement, the location and date of construction of the improvement, and an identification of each claimed construction defect and its specific location;
- (iv) a computation of the damages alleged for each construction defect;
- (v) an identification, with respect to each improvement and construction defect, of each Party alleged to be responsible for such defect;
- (vi) a certification that each Party alleged to be responsible for the alleged construction defect has been given written notice of the defect and an



opportunity to remedy the defect under the foregoing provisions of this Article and that the defect has not been remedied; and

(vii) a copy of the notice of Claim served by Claimant on each Person that is named as a Party to the Claim.

(d) If the Claim is not timely submitted to arbitration, if Claimant fails to appear for the arbitration proceeding, or if Claimant fails to file and deliver the certified list of construction defects as provided in subparagraph (c) above, the Claim shall be deemed abandoned, and Respondent(s) shall be released and discharged from any and all liability to Claimant arising out of such Claims.

(e) The award rendered by the Arbitrator shall be final and binding, may be filed with any court of competent jurisdiction in the County in accordance with applicable law and judgment obtained thereon, and execution may issue. The Arbitrator shall have authority, in the sound exercise of discretion, to award the prevailing party such party's costs and expenses, including reasonable attorney's fees.

(f) Claimant shall notify Respondent(s) prior to retaining any Person or entity as an expert witness for purposes of any arbitration or authorized litigation.

15.12 Consensus for Association Action. Except as provided for in Paragraph 15.4 hereof, the Association shall not commence any action, mediation or arbitration against Declarant or other Party for a Claim unless the Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated agree to such proceedings. However, such Owner consent must be obtained by the Association only after the Board of Directors delivers written notice to all Members of the Association in accordance with the procedures set forth in the Bylaws with respect to meetings of Members. Such delivery shall include:

- (a) a description of the nature of the Claim and the relief sought;
- (b) a copy of any written response thereto, including any settlement proposal;
- (c) a statement advising Owners of their duties to disclose to prospective purchasers and lenders the Claim that the Association proposes to assert;
- (d) a statement that any recovery from the action may not result in receipt of funds to pay all costs of remedying the Claim as estimated by experts retained by the Association;
- (e) an estimate of the expenses and fees to the Association that the Board anticipates will be incurred in prosecuting the claim; and
- (f) a description of the agreement with the attorneys whom the Board of Directors proposes to retain to prosecute the cause of action.



15.13 Liability for Failure to Maintain an Action Against Declarant. No director or officer of the Association shall be liable to any Person for failure to institute or maintain or bring to conclusion a cause of action, mediation or arbitration for a Claim if the following criteria are satisfied: (a) the director or officer was acting within the scope of his or her duties; (b) the director or officer was acting in good faith; and (c) the act or omission was not willful, wanton, or grossly negligent.

15.14 Utilization of Funds Resulting from the Cause of Action. In the event the Association receives funds as a result of any settlement, mediation, arbitration or judgment based upon a cause of action, after payment of fees and costs incurred in connection with prosecution of such action, the Association shall: (a) deposit the proceeds in a special, interest-bearing account; and (b) utilize the proceeds only for the purpose of performing remedial or repair work on the conditions which were the subject of the Claim or otherwise for purposes of remedying the Claim.

15.15 Exclusive Remedy. The provisions contained in this Article shall be the sole and exclusive remedy that the Association and other Parties shall have against Declarant for any Claim, and Declarant, the Association and each Owner expressly waives any right it may have to seek resolution of any Claim contemplated by this Article in any court of law or equity and any right to trial by jury.

Should any Party commence litigation or any other action against any other Party, in violation of the terms of this Article, such Party shall reimburse the costs and expenses, including attorneys' fees, incurred by the other Party seeking dismissal of such litigation or action. If Claim involves Declarant or the Association, no Party shall record a memorandum or notice of *lis pendens* or similar instrument that would encumber or create a lien on real property owned by either Declarant or the Association, and any recording of the same shall be null and void and of no force or effect.

15.16 Binding Effect. This ARTICLE FIFTEEN and the obligation to arbitrate shall be specifically enforceable under the applicable arbitration laws of the State of Colorado. The arbitration award shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction in the County to the fullest extent permitted under the laws of the State of Colorado.

15.17 Amendment. This ARTICLE FIFTEEN and Exhibit E may not be amended unless the amendment is approved by a majority of the Board of Directors and Owners to whom at least sixty-seven percent (67%) of the votes in the Association are allocated. Any amendment made without the requisite Board and Owners' vote shall be null and void and shall have no effect, and the last paragraph of Paragraph 15.2 hereof shall not apply.



ARTICLE SIXTEEN: DURATION, AMENDMENT, AND TERMINATION OF THE DECLARATION

16.1 Duration. The covenants, restrictions, and obligations of this Declaration shall run with and bind the land in perpetuity until this Declaration is terminated in accordance with Paragraph 16.7 herein.

16.2 Amendments by Owners. Except in cases of amendments that may be executed by the Declarant pursuant to Paragraph 16.3 hereof and except as restricted by Paragraphs 14.2, 14.3, and 16.5 hereof, this Declaration may be amended by the written agreement by Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated; provided however, an amendment may not: (a) create or increase Declarant Rights; (b) increase the number of Lots; or (c) change the Allocated Interests of a Lot without the written agreement of Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated, including sixty-seven percent (67%) of the votes allocated to Lots not owned by Declarant.

An amendment shall be effective on the recording of the amendment together with a notarized Certificate of an officer of the Association certifying that the requisite number of Owners and First Mortgagees or Eligible Mortgagees, if required, have given their written consent to the amendment. The officer shall further certify that originals of the written consents by Owners and Mortgagees, as applicable, along with the recorded amendment, are in the records of the Association and available for inspection.

Each amendment to the Declaration must be recorded in the Office of the Boulder County Clerk and Recorder. Signatures of Owners on an amendment need not be notarized.

All signatures shall be irrevocable even upon the death of an Owner or the conveyance of the Lot, except that if an amendment is not recorded within three (3) years of the date of signature, then the executing Owner or their successor or assigns may revoke their signature by a written and notarized document delivered to the Secretary of the Association. Amendments can be executed in counterparts, provided that the recorded document shall also contain a certification of the Secretary of the Association that all counterparts, as executed, are part of the whole.

No action shall be commenced or maintained to challenge the validity of any aspect of any amendment of this Declaration, or the Articles or the Bylaws unless it is commenced within one (1) year from the recording date of the amendment, unless fraud or willful negligence is asserted and proven and except as otherwise provided in Paragraph 15.17 hereof.

16.3 Amendments by Declarant. Declarant reserves the right to amend, without the consent of Owners or Eligible Mortgagees, this Declaration, the Articles and the Bylaws, at any time within the limitations set forth in Paragraph 13.3 hereof, as follows:

(a) To make nonmaterial changes, such as the correction of a technical, clerical, grammatical or typographical error or clarification of a statement;



(b) To comply with any requirements of any of the Agencies or to induce any of the Agencies to make, purchase, sell, insure or guarantee First Mortgages; and

(c) To comply with any requirements of the Act or governmental agencies.

16.4 Amendment Terminology. As used in this Declaration or any of the Project Documents, the word "amend" or "amendment" shall be deemed also to mean and include to alter, vary, change, waive, delete, abandon, terminate, supplement, add to, or otherwise modify in any manner the language of this Declaration or the Project Documents.

16.5 Consent of Declarant Required. As long as Declarant has any rights or obligations under or pursuant to this Declaration or any of the other Project Documents, any proposed amendment of any provision of this Declaration shall require Declarant's written consent to such amendment. Any amendment made without Declarant's written consent as required herein shall be null and void and shall have no effect and the last paragraph of Paragraph 16.2 hereof shall not apply.

The foregoing requirement for consent of Declarant to any amendment shall terminate at the option of the Declarant but in any event shall terminate without further act or deed in accordance with the limitations set forth in Paragraph 13.3 hereof.

16.6 Consent of Eligible Mortgagees Required. Amendments may be subject to the consent requirements of Eligible Mortgagees as more fully set forth in ARTICLE FOURTEEN hereof.

16.7 Termination. The Planned Community may be terminated only in accordance with Paragraph 14.2(c) and (d) hereof.

The proceeds of any sale of real estate together with the assets of the Association shall be held by the Association as trustee for Owners and holders of liens upon the Lots as their interests may appear, as more fully set forth in § 38-33.3-218 of the Act.

ARTICLE SEVENTEEN: GENERAL PROVISIONS

17.1 Right of Action. Subject to the provisions of ARTICLE FIFTEEN, the Association and any aggrieved Owner shall have an appropriate right of action against an Owner for such Owner's failure to comply with this Declaration or the Articles, Bylaws or the Rules of the Association or with decisions of the Board of Directors that are made pursuant thereto. Owners shall have a similar right of action against the Association.

17.2 Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of Declarant, the Association and each Owner and their heirs, personal representatives, successors and assigns.

17.3 Severability. If any part of any provision of this Declaration shall be invalid or unenforceable under applicable law, that part shall be ineffective to the extent of such invalidity



or unenforceability only, without in any way affecting the remaining parts of the provision or the remaining provisions of this Declaration.

17.4 No Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

17.5 Registration by Owner of Mailing Address/Notices. Each Owner shall register their mailing address with the Association. Except for monthly statements and other routine notices, which shall be personally delivered or sent by regular mail, all notices intended to be served upon an Owner pursuant to this Declaration, shall be delivered personally or sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address or at the address of such Owner's Lot if there is no registered mailing address for such Owner on file at the Association.

All notices, demands or other notices intended to be served upon the Board of Directors or the Association shall be sent by certified mail, postage prepaid, to the Registered Agent for the Association on file in the Office of the Secretary of State, State of Colorado.

17.6 Conflicting Provisions. The Project Documents are intended to comply with the requirements of the Act and the Colorado Revised Nonprofit Corporation Act (collectively, the "Governing Acts"). If there is any conflict between any provision of the Project Documents and any mandatory provision of either of the Governing Acts, the mandatory provision of the applicable Governing Act shall control and neither Declarant nor the Association shall have any liability for actions taken in conformity with such Governing Act. If there is any conflict between any provision of the Project Documents and any permissive or non-mandatory provision of either of the Governing Acts, the provision of the Project Documents shall control. In the event of any conflict between this Declaration and any other Project Documents, this Declaration shall control. In the event either the Articles or Bylaws conflict with this Declaration, this Declaration shall control. In the event the Articles conflict with the Bylaws, the Articles shall control.

17.7 Captions. The captions and headings in this Declaration are for Convenience only, and shall not be considered in construing any provision of this Declaration.

17.8 Numbers and Genders. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, plural the singular, and the use of any gender shall include all genders.

17.9 Mergers. The Planned Community maybe merged or consolidated with another Planned Community of the same form of ownership by complying with § 38-33.3-221 of the Act.



IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 22 day of Sept., 2004.

NIWOT HILLS, LLC,
a Colorado limited liability company

By: [Signature]
Michael Markel, Manager

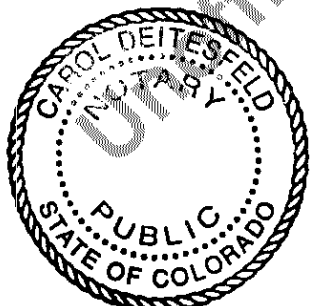
STATE OF COLORADO)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 22 day of September 2004 by Michael Markel as Manager of NIWOT HILLS LLC, a Colorado limited liability company.

My commission expires: 2/24/07

WITNESS my hand and official seal.

Carol Deitesfeld
Notary Public



My Commission Expires 2/24/2007



**EXHIBIT A
TO THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
OF
NIWOT HILLS**

**LEGAL DESCRIPTION OF THE REAL PROPERTY
SUBMITTED TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
NIWOT HILLS**

Lots 1 and 12,
Niwot Hills TDR/PUD Subdivision,
County of Boulder, State of Colorado

Unofficial Copy



**EXHIBIT B
TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
NIWOT HILLS**

**LEGAL DESCRIPTION OF THE COMMON AREAS
SUBMITTED TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
NIWOT HILLS**

Outlots A, B, C, D, E, F, G and H,
Niwot Hills TDR/PUD Subdivision,
County of Boulder, State of Colorado

Unofficial Copy



**EXHIBIT C
TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
NIWOT HILLS**

**LEGAL DESCRIPTION OF THE PROPERTY THAT MAY BE
SUBMITTED TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
NIWOT HILLS**

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18 and 46,
Niwot Hills TDR/PUD Subdivision,
County of Boulder, State of Colorado

Future Development Areas known as:

Niwot Hills TDR/PUD Subdivision, Phase No. 2,
County of Boulder, State of Colorado
a/k/a

Lots 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40,
41, 42, 43, 44 and 45, Niwot Hills TDR/PUD Subdivision, Phase No. 2,
County of Boulder, State of Colorado
a/k/a

Tract 1, Niwot Hills TDR/PUD Subdivision, Phase No. 2,
County of Boulder, State of Colorado



**EXHIBIT D
TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
NIWOT HILLS**

**THE RECORDING DATA FOR RECORDED EASEMENTS,
LICENSES, AND OTHER MATTERS OF RECORD
WHICH THE PLANNED COMMUNITY
IS OR MAY BECOME SUBJECT TO:**

1. ALL EASEMENTS REFERRED TO OR CONTAINED IN OR GRANTED OR CREATED BY THIS DECLARATION.
2. ALL EASEMENTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS AS SHOWN ON THE PLAT.
3. RIGHT OF WAY FOR COUNTY ROAD NO. 34 (NIWOT ROAD).
4. RIGHT OF WAY FOR COUNTY ROAD NO. 19 (NORTH 95TH STREET).
6. RIGHT OF WAY FOR BOULDER AND LEFT HAND DITCH.
7. RIGHT OF WAY FOR BOULDER AND WHITE ROCK DITCH.
8. RESERVATION IN U.S. PATENT RECORDED AUGUST 7, 1894 IN BOOK 167 AT PAGE 12.
9. RESERVATIONS IN U. S. PATENT RECORDED JULY 11, 1904 IN BOOK 204 AT PAGE 25.
10. EASEMENT AND RIGHT OF WA.Y FOR COMMUNICATION FACILITIES AS GRANTED TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY BY GEORGE M. PETERSEN, JR., IN THE INSTRUMENTS RECORDED SEPTEMBER 22, 1969 ON FILM 679 AS RECEPTION NO. 925124 AND OCTOBER 29, 1969 ON FILM 682 AS RECEPTION NO. 928243.
11. DECLARATION OF COVENANT RECORDED JUNE 16, 1976 ON FILM 927 AS RECEPTION NO. 180402.
12. NOTICE RECORDED OCTOBER 15, 1981 ON FILM 1184 AS RECEPTION NO. 468375, AS AMENDED BY INSTRUMENT RECORDED JANUARY 25, 1991 ON FILM 1659 AS RECEPTION NO. 1084875, STATING THAT UNITED POWER, INC., FORMERLY UNION RURAL ELECTRIC ASSOCIATION MAY HAVE



- UNDERGROUND FACILITIES OR MAY PLACE UNDERGROUND FACILITIES IN THE FUTURE ANYWHERE WITHIN ITS GENERAL SERVICE AREA.
13. OIL AND GAS LEASE DATED SEPTEMBER 29, 1982, RECORDED JULY 29, 1982 ON FILM 1215 AS RECEPTION NO. 504709.
 14. OIL AND GAS LEASE DATED OCTOBER 12, 1982, RECORDED NOVEMBER 1, 1982 ON FILM 1227 AS RECEPTON NO. 518113
 15. PIPELINE EASEMENT AND SURFACE DAMAGE RELEASE RECORDED FEBRUARY 27, 1986 ON FILM 1396 AS RECEPTION NO. 744101.
 16. AGREEMENT RECORDED JULY 10, 1986 ON FILM 1418 AS RECEPTION NO. 772559.
 17. OIL AND GAS PIPELINE AGREEMENTS RECORDED DECEMBER 5, 1986 ON FILM 1445 AS RECEPTION NO. 810062 AND SEPTEMBER 11, 1989 ON FILM 1594 AS RECEPTION NO. 1002665.
 18. STATUTORY LIEN RECORDED NOVEMBER 4, 1988 ON FILM 1553 AS RECEPTION NO. 951494 BY NIWOT SANITATION DISTRICT FOR PROVIDING SANITARY SEWER SERVICES.
 19. WATERLINE EASEMENT TO LEFT HAND WATER DISTRICT RECORDED NOVEMBER 6, 1996 ON FILM 2167 AS RECEPTION NO. 1656193.
 20. EASEMENT AND RIGHT OF WAY FOR AN UNDERGROUND SEWER LINE AS GRANTED TO NIWOT RIDGE LIMITED PARTNERSHIP IN THE INSTRUMENT RECORDED MAY 28, 1998 AS RECEPTION NO. 1806228
 21. NIWOT ROAD U. S. WEST CROSSING AGREEMENT RECORDED JUNE 21, 1999 AS RECEPTION NO. 1951958.
 22. DITCH EASEMENT RELOCATION AGREEMENT RECORDED APRIL 5, 2000 AS RECEPTION NO. 2034762.
 23. SUBDIVISION/MULTIPLE TAP PURCHASE AGREEMENT RECORDED JULY 11, 2003 AS RECEPTION NO. 2469337.
 24. DITCH EASEMENT GRANT AND AGREEMENT RECORDED JANUARY 23, 2004 AS RECEPTION NO. 2551844.
 25. ANY DITCH EASEMENT OR AGREEMENT WITH RESPECT TO BOULDER AND WHITE ROCK DITCH.
 26. RECORDED PLAT OF THE NIWOT HILL TDR/PUD SUBDIVISION.



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27. RECORDED SUBDIVISION AGREEMENT FOR THE NIWOT HILL TDR/PUD SUBDIVISION.
28. RECORDED CONSERVATION EASEMENT AND OUTLOT MANAGEMENT PLAN NIWOT HILL TDR/PUD SUBDIVISION.

ALL RECORDINGS ARE IN THE RECORDS OF THE OFFICE OF THE BOULDER COUNTY CLERK AND RECORDER, BOULDER, COLORADO.

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**EXHIBIT E
TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
NIWOT HILLS**

ARBITRATION PROCEDURES

1. All Claims subject to arbitration shall be decided by a single private party arbitrator to be appointed by the parties.
2. If the parties are unable to agree upon an Arbitrator within thirty (30) days from the date of the Arbitration Notice, the presiding judge of the District Court in which the Planned Community is located shall appoint a qualified arbitrator upon application of a party.
3. No person shall serve as the arbitrator where that person has any financial or personal interest in the result of the arbitration or any family, social or significant professional acquaintance with any other party to the arbitration. Any person designated as an arbitrator shall immediately disclose in writing to all Parties any circumstance likely to affect the appearance of impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("Arbitrator Disclosure"). If any Party objects to the service of any arbitrator within fourteen (14) days after receipt of that Arbitrator's Disclosure, such arbitrator shall be replaced in the same manner in which that arbitrator was selected.
4. The Arbitrator shall fix the date, time and place for the hearing. The arbitration proceedings shall be conducted in the County in which the Planned Community is located unless otherwise agreed by the Parties.
5. Except as modified herein the arbitration shall be conducted pursuant to the then current Construction Industry Rules of Arbitration of the American Arbitration Association to the extent applicable, but shall not be conducted or administered by the American Arbitration Association.
6. No formal discovery shall be conducted in the absence of an order of the Arbitrator or express written agreement among all the Parties.
7. Unless directed by the Arbitrator, there will be no post-hearing briefs.
8. The Arbitration Award shall address each specific Claim to be resolved in the arbitration, provide a summary of the reasons therefore and the relief granted, and be rendered promptly after the close of the hearing and no later than fourteen (14) days from the close of the hearing, unless otherwise agreed by the Parties. The Award shall be in writing and shall be signed by the Arbitrator.



9. The Arbitrator shall have authority, in the sound exercise of discretion, to award the prevailing party such party's costs and expenses, including reasonable attorney's fees.

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AMENDED DESIGN GUIDELINES-RULES AND REGULATIONS for NIWOT HILLS Adopted June 2005

6-

Minimum front and rear yard plant materials to be indicated per Niwot Hills Design Guidelines:

Table with 2 columns: Front Yard minimum requirements and Back Yard Minimum Requirements. Rows list quantities and types of plants like Deciduous Trees, Evergreens, and Gallon Shrubs.

Completion of Landscaping – Landscaping shall be completed according to the following schedule:

Table with 2 columns: Closing/Occupancy Date (whichever is earlier) and Landscaping shall be completed by. Lists months from January to December and corresponding completion dates.

All yards shall be kept free from plants infected with insects or diseases, which in the opinion of the Committee are likely to spread to other properties. All lots shall be kept free from weeds.

10. Decks

Deck design, materials and color shall be integral to the overall house design. Decks shall be adjacent to the residence and continuous with at least two exterior walls. Freestanding decks will not be allowed unless they are integrated into the site.

11. Fences

The Design Review Committee has adopted fence design and location standards for Niwot Hills. Fence standards will include the following:

Rob

**AMENDED DESIGN GUIDELINES-RULES AND REGULATIONS
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Adopted July 2016**

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“These Guidelines are adopted and approved by the Board of Directors of Niwot Hills pursuant to their authority set forth in the Declaration of Covenants, Conditions and Restrictions of Niwot Hills, and any amendments and supplements thereto.”

ATTACHMENT D

AMENDED DESIGN GUIDELINES-RULES AND REGULATIONS
for
NIWOT HILLS
Adopted July 2016

I. Design Theme and Philosophy

Niwot Hills is a unique opportunity for residential living in Boulder County, Colorado.

This special community will reflect its close relationship to the natural environment by maintaining a comprehensive development theme and design philosophy. The architectural and landscaping themes will be to design homes with a Colorado heritage that will create an understated, elegant community consisting of simple forms, lower profile rooflines and the use of compatible materials.

The master plan for Niwot Hills has been designed so that the community will complement its natural surroundings. The private open space of Niwot Hills will contour acres of grasslands surrounding the development. This will promote the theme of openness, country feel, and buffers between adjacent parcels of property. The landscape concept, street profiles, fencing, and community architectural features are all designed to enhance the rural theme and create a sense of place for Niwot Hills.

Inherent in these concepts is the understanding that all the homes will be designed within the parameters of these guidelines in order to maintain design compatibility throughout the project and achieve the highest architectural and landscaping quality for the Niwot Hills Community. The photos, renderings, and design concepts included with this submittal demonstrate our commitment to maintain a special sense of place for Niwot Hills.

The intent of these guidelines is to accomplish a community development that achieves harmony among dwellings and its surrounding landscape, yet allows individual identity. The guidelines apply primarily to:

- a. Conforming the plans and specifications to the purpose and general plan and intent of the community design, building forms, massing, scale, style and architectural detail.
- b. Assuring compatibility and harmony of exterior color materials and design so the exteriors of buildings are subdued in a manner to avoid negative contrast within the neighborhood.
- c. Relating proposed improvements to the natural features of the land, and to neighboring structures and other improvements.

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*Design Guidelines***A. Site Considerations**

The Design Review Committee (the “Committee”) will review each plan for a building in relation to the specific characteristics of the subject lot and its surroundings. The basic objective is to achieve compatibility of the building and other improvements with subject lot and the immediate surroundings. The site consideration review is, in summary, specific to the site itself. Location of the main buildings should consider:

1. Natural and proposed final grade contours.
2. Street grades as installed.
3. Presence of vegetation trees and shrubs.
4. Existing and final views.
5. Privacy of subject and surrounding lots, including building improvements on adjoining lots.
6. Access driveways and off-street parking.
7. Setback requirements.
8. Elimination of house siting that results in buildings that appear excessive in height when viewed from adjoining lots, drives, roads or other lots will be important criteria.
9. Site grading and drainage which minimize required natural grade alterations; drainage accommodation from adjoining lots or onto adjoining lots in such a manner that does not cause soil erosion or impede drainage flows or result in excessive drainage onto adjacent lots.
10. Site grading that does not require extensions of cut or fill slopes onto adjoining lots, roads, drives, or open space.

B. Main Building

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1. *Setback Requirements*

Setback requirements shall be approved Niwot Hills setbacks and building envelopes with final approval by The Design Review Committee.

2. *Building Size*

The minimum house square footage for two-story residences shall be 3,500-sq. ft., excluding garages, decks, covered porches and basements. The minimum square footage for single level or ranch style homes shall be 3,000-sq.ft., excluding garages, decks, covered porches and basements.

3. *Building Height*

To preserve the open, gently sloping character of the hillsides, lower horizontal forms will be emphasized. "Big box" elevations will not be allowed. All two-story elevations shall be limited and designed with elements that will break up the vertical walls. The "one story" or "one and a half" story designs will be strongly encouraged. The maximum building height, defined as the vertical distance from any part of the structure, excluding appurtenances, to the existing or natural grade below, shall be 30 feet.

Key features include simple roof systems, dormers and attached porches. The result will be a group of residences with the essential characteristics of a rural village.

4. *View Corridors*

The lots and building envelopes have been located to optimize views from each lot. The Committee will review each proposed design so that views have been taken into consideration. The Committee cannot assure that views can be maintained.

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5. *Roofs*

The following are specific roof criteria:

All major roofs shall be either gable, hip, shed or flat with a variety of pitches that would be approved by the Committee in writing. Numerous roof plans that create an extremely "busy" roof design will not be allowed.

All roofs shall be required to appear as if the center of the structure is the tallest point and the roofs shall appear to "cascade down" to 8'-10' plate heights.

In order to achieve an interesting character, expansive roof areas shall be "broken" by varied elevations, heights, and/or other elements such as dormers, porches, clerestory, or ridge line breaks, etc.

Roof vents and flashing shall be painted to match the permanent roof color or the trim color, whichever lessens the visual impact.

Consideration will be given to use of roof forms that incorporate solar collection panels; such considerations will evaluate the total architectural and roof form designs.

The Committee shall approve all roof surfaces.

Roof surfaces shall be flat, concrete tiles, EPDM or approved equal. Asphalt shake or metal roof will be allowed with the express written approval and in the sole discretion of the Committee.

Roof colors are subject to the Committees' written approval.

Roof overhangs shall be in proportion with the scale of the structure.

6. *Siding and Exterior Walls*

The exterior wall proportions shall be appropriate to the scale of the residence. Houses with extensive areas of unbroken two-story

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(or greater) walls will not be acceptable. Covered porches are required. By breaking up extensive areas of two-story or greater walls, the residences will better conform to the site and individual lots. The height and length of the exterior walls will control the proportions of the residence and whether the structure is properly related to the natural topography of the lot and the adjacent open space.

All wall materials shall consist of stone, stucco, and solid wood siding. Any composite materials shall be expressly approved by the Committee.

The exterior elevation shall have a minimum of 20% stone, cultured stone or masonry. The intention of this guideline is to assure a continuity of material to tie the houses together. If a lot owner or Architect can demonstrate that this goal can be accomplished with less stone, the percentage may be modified with express written approval from the Committee.

7. Exterior Colors

All exterior textures, colors and materials for all homes at Niwot Hills must be assembled by a design professional or person(s) specialized in exterior elevation design. Siding materials may be left natural, but a preserving finish such as CWF or linseed oil etc., must be used on the natural siding. Fascia, trim, columns, entry doors, and beams may have accent colors.

All projections including, but not limited to, chimney flues, vents, gutters, down spouts, utility boxes, porches, railings, and exterior stairways, shall be of approved trim color.

8. Miscellaneous

- a. Foundations – No more than 12 inches of exposed concrete may be visible on any elevations.
- b. Garage – There shall be a minimum of three-garage space for each dwelling unit. Minimum dimensions for each space are 12 feet by 20 feet. Visual impact of garage doors shall be minimized by such measures as, but not limited to,

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siting of the building, protective overhangs or projections, special door facing materials, landscaping, or door design which blends with or enhances the overall architectural statement.

- c. Windows – Window frames, if metal clad, shall be anodized aluminum or painted a color consistent with the design character of the building. Window design shall be consistent with architectural design statement in size, proportions, detail and placement on the elevation.

No mirrored or bronze glass will be allowed.

No solid vinyl windows will be allowed (wood windows clad in vinyl or metal is acceptable.)

- d. Elevation Treatments – Architectural design shall incorporate a consistent level of architectural interest in all elevations.

C. *Other Improvements*

1. Driveway and Private Lanes

All driveways and private lanes shall be concrete. Asphalt or colored stamped concrete may be used upon approval of the Committee. Driveways and private lanes shall be constructed to specifications, which consider vehicle load such as trash trucks and moving vans; appropriate measures must be taken to contain edges and control erosion and washouts. The committee must approve all driveway designs. All curb cuts, driveway entrances and driveway culverts shall be designed directly from the Niwot Hills Guidelines. All lots shall have only one driveway access to the street.

2. House Address Numbers

Address numbers shall be used at the mailbox fixtures on the dwelling unit. The address number at the dwelling unit shall not exceed in overall size a total of one half square foot for each number in address number, i.e. a three number address – 254 –

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shall not be greater than 1.5 square feet. The address number on the mailbox shall comply with the mailbox specifications for Niwot Hills. There shall be no mailbox supporting structure other than as approved by Boulder County. All mailboxes have to be the approved design for Niwot Hills and in accordance with requirements of Boulder County.

3. Antennas

All TV, radio or special communication antennas or aerials shall be concealed and must be approved in writing by the Committee.

4. Exterior Mechanical Equipment

All exterior mechanical equipment or tanks shall be either incorporated into the overall form of the dwelling or be permanently enclosed by a material, other than plant material, approved by the Committee.

5. Accessory Structures

Accessory structures shall be architecturally compatible with the dwelling. All, but not limited to, pet runs or pet enclosures, play structures, tennis courts, swimming pools, hot tubs, benches, outdoor BBQ and activity areas must be approved by the Committee. All water features must be "understated" in design and scaled elevations included with the submittal. Statues, sculptures and decorative art must be approved by the Committee prior to installation.

6. Exterior Lighting

All exterior lighting must conform to Boulder County ordinance in place at the time of building permit submittal.

Because of the project's rural setting, the exterior lighting incorporated in each residence must avoid impact on adjacent lots and the surrounding areas. The intention is for the development to blend in with the existing character of the agricultural uses by not creating a brightly lit complex contrasting with the adjacent open space and agricultural land.

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All exterior lighting shall be sharp cut-off design so the light source is not visible from adjacent property owners. Direct source lighting is not allowed (i.e., the actual light bulb is visible). All landscape lighting must be down-cut lighting. Absolutely no up lighting will be allowed within the subdivision. All exterior lighting "cut-sheets" must be included with the final architectural and landscaping submittals for approval by the Committee.

Fascia mounted floodlights are not allowed due to glare into adjoining properties.

7. Parking Areas

Off driveway parking bays and circular driveways shall be approved by the Committee.

8. Basketball Backboards

All basketball backboards must have written approval by The Design Review Committee.

9. Landscaping

A licensed landscape architect shall prepare all landscape plans with their title block included on the drawing. The Design Review Committee reserves the right to waive this requirement based on the background and experience of the applicant or his agents.

Landscape plans shall be approved by the Committee prior to commencement of landscape improvement construction. Each owner is responsible for landscaping and landscape maintenance of the lot. This responsibility includes the area between the lot property line and street paving; at the front, side or rear of a lot; since these areas may be used for surface water runoff, landscape improvements should not restrict water flow and should prevent erosion in these areas.

In lots, which adjoin open space or greenbelts, landscape plans should provide for a transition between the natural landscape that exists in the open space or greenbelt area and the improved

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landscape areas constructed by the owner. Existing trees shall be retained.

Landscaping is the preferred method for screening and buffering undesirable areas and providing privacy for decks, yards, dog runs, pools and play equipment. These features need to have dimensions, elevations and placed a reasonable distance from the property border.

Irrigation systems shall be included in all landscape designs to promote efficient water use and assure the ongoing maintenance of plant material. Irrigation shall not be directed at the roadbed. No lot may have more than 30% of its lot area in irrigated grasses. The remaining areas shall be grasses approved by the Committee.

Consideration should be given to use of plant materials that do not require excessive moisture and to maintaining separation between plants and sod and building foundations to avoid excessive moisture conditions near foundations.

The landscape at the common areas represents the character of the landscape design for Niwot Hills lots. The landscape design shall help blend the architecture into the design using plant material appropriate for the setting and environmental conditions.

All plant material within the side setbacks shall be at the sole discretion of the Committee.

Homeowners shall maintain all plant material as long as they own the property. Any plant material appearing dead, diseased or damaged must be replaced within one growing season.

Any form of landscaping, such as retaining walls, sidewalks, gravel, rock, impervious surface material, structures, grass, trees, and shrubbery shall have the Committee approval prior to installation, and thereafter be carefully maintained. The Committee seeks to achieve an aesthetically pleasing balance of turf, planting and hardscape material within the lot and neighborhood. Consideration should be given to plant materials that do not require excessive water and to locating plants away from buildings to avoid excessive moisture around foundations. Submittals shall include complete descriptions of materials and colors, including plantings and

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dimensions, as applicable. No extensions of landscaping are allowed to encroach into open space areas.

Minimum front and rear yard plant materials to be installed per Niwot Hills Design Guidelines:

Table with 2 columns: Front Yard minimum requirements and Back Yard Minimum Requirements. Rows list quantities and types of plants like Deciduous Trees, Evergreens, and 5 Gallon Shrubs.

Completion of Landscaping – Landscaping shall be completed according to the following schedule:

Table mapping Closing/Occupancy Date (whichever is earlier) to Landscaping completion dates from January to December.

All yards shall be kept free from plants infected with insects or diseases, which in the opinion of the Committee are likely to spread to other properties. All lots shall be kept free from weeds.

10. Decks

Deck design, materials and color shall be integral to the overall house design. Decks shall be adjacent to the residence and continuous with at least two exterior walls. Freestanding decks will not be allowed unless they are integrated into the site.

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11. Fences

The Design Review Committee has adopted fence design and location standards for Niwot Hills. Fence standards will include the following:

The fencing map specifies appropriate fence locations and setbacks for project perimeter boundaries, side yards, privacy and dog runs.

12. Future Improvements

Future improvements or modifications that alter or affect the exterior appearance of a dwelling or yard must be submitted to and approved by the Committee. Approval includes, but is not limited to:

Room, porch, or garage addition to main house

Repainting

Play house, dog house, or other separate building or structure exceeding 4'0" in height or visible to an adjacent lot, road, or open space

Decks, or patio extensions and deck/patio covers

Free standing flagpoles

Volleyball courts, hot tubs, swimming pools, basketball backboards, trampolines and dog runs

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II. Review Rules and Procedures

A. Purpose

The review and approval procedures are not intended to impose unreasonable or excessively costly control nor to duplicate the functions normally provided by public agencies, such as the Boulder County Planning and Building Department, but rather to coordinate the design and construction of buildings by many different owners, architects, engineers and contractors so as to achieve a pattern of continuous quality and identity, as contemplated and required by Niwot Hills Covenants, Conditions, and Regulations. The role of the Design Review Committee is directed toward review and approval of exterior design, appearance, architectural vocabulary and esthetics. The Committee assumes no responsibility with regard to structural, mechanical, electrical or other details.

B. Organization

1. Design Review Committee

The Design Review Committee is the "Committee" referred to in the Niwot Hills Covenants, Conditions and Restrictions.

2. Committee Staff

The committee has appointed a Design Review Coordinator to act as a liaison between applicants and the Committee. The responsibility of the Coordinator is to assist applicants in assuring conformance with approved guidelines and procedures.

3. Address

Design Review Committee
Niwot Hills Homeowners Association
c/o Markel Homes Construction Co.
5723 Arapahoe Ave. #2B
Boulder, CO. 80303

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4. *Date and Time of Meetings*

The Committee may hold meetings as deemed necessary by the Design Review Committee Chairperson or Design Review Coordinator.

Date, time and place of meetings subject to change. A member of the committee will notify all parties.

C. *Review and Plan Submittal Procedure*

1. *General*

The Review and Plan Submittal Procedures have been written to accommodate the most complex conditions that may exist in the variety of development activities that may occur in Niwot Hills.

2. *Architects*

An architect licensed in the State of Colorado must prepare all preliminary drawings and working drawings. The Committee reserves the right to waive this requirement based on the background and experience of the applicant or his agents.

3. *Pre-Design Review*

It is mandatory that each owner and his/her architect meet at a mutually convenient time with the Design Review Coordinator or member of the committee in a "pre-design review." The purpose of such a conference is to establish an early understanding with respect to design concept and architecture philosophy and to avoid unnecessary and costly changes in preliminary and/or working drawings.

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4. *Preliminary Drawings Submittal*

The submittal of preliminary drawings is mandatory. It is the Committee's opinion that such a submittal will save the applicant time and expense plus unnecessary revisions of the working drawings. There is a Review Fee to cover the expenses for the process. Please contact the Architectural Review Committee for the current Fee Schedule. The monies are non-refundable and final.

a. *Timing for Submittal*

In order for submittal to be reviewed by the Committee at a regularly scheduled meeting, a complete set of preliminary drawings as described herein must be received 14 days in advance of such meeting.

b. *Number of Sets of Drawings and Contents.*

A total of two (2) sets of preliminary drawings are required to be submitted to the Committee, each set to consist of the following items:

1. *Site and Grade Plan*

Location and finished floor elevations of main buildings on the lot, at a scale of not less than 1" = 20', and including:

- a. Legal description; north arrow; name, address and telephone number of owner.
- b. Property Lines.
- c. Building Envelopes dimensions with envelopes established in relation to property lines.
- d. Front, rear, and side yard dimensions to buildings from property line.
- e. Drives, parking areas (if any) and walkways.

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- f. Square footage of the building footprint for each building.
- g. Topography of site at two-foot (2') intervals showing existing contours and drainage courses, and proposed changes to contours and draining courses and cut/fill areas.
- h. Location and elevation of access road and off-street parking lot design, if any, including ingress and egress points.
- i. Location and elevation and square footage of other improvements such as tennis and basketball courts, swimming pools and patios.
- j. Reference to adjoining properties, streets, utility and other easements, drainage courses; and reference to buildings on adjoining properties and their uses.
- k. Fencing, mailboxes, columns, entry columns, culvert crossings.

2. Building Plan

Indicate for all buildings the following at a scale of 1/8" = 1' or 1/4" = 1'.

1. Roof Plan

Pitch, valleys, hips, materials and overhangs

2. Floor Plan

Main structures and all accessory structures, including balconies, decks and square footage of each floor within the main building and square footage of each accessory out-building.

3. Exterior

All exterior elevations with materials, dimensions, final and original grade lines; and finished floor elevations clearly indicated.

4. Sections

To include finish grade, finish floor and maximum roof height.

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5. Committee Action

Following review of preliminary drawings, the committee will:

- a. Conditionally approve the drawings with requirements and suggestions for changes to be included in the working drawing submittal.
- b. Disapprove the drawings as submitted.

One set of drawings and the committee's comments will be returned to the applicant within 30 days of the Committee meeting.

3. ***Working Drawings Submittal***

All working drawings must be approved by the Committee prior to submittal to the Boulder County Building Department for a building permit prior to any construction. All proposed residences must submit a Design Committee letter of approval to the Boulder County Building Department prior to receiving a building permit.

A. ***Timing for Submittal***

In order for plans to be reviewed by the Committee at a scheduled meeting, they must be received 14 days in advance of such meeting.

B. ***Number of Drawings and Content***

A total of four (4) sets of working drawings and specifications must be submitted to the Committee, each set consisting of the following items:

- a. All of the completed and revised drawings required under preliminary drawing submittal.
- b. Sufficient exterior construction detail to allow the Committee to review finish design characteristics.

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- c. Exterior colors, materials and finishes shall be presented in the form of a white, rigid 1/8" board approximately 24" x 36" displaying each material in sufficient size to evaluate its final use and appearance.** Proper paint or stain finishes shall be applied to the trim and siding materials in the same manner as will be done on the building. Finishes shall identify product brand and color identification. Such sample board must indicate the name of the applicant and legal description of the property. **Required format created by a Design Professional must be followed in order to be reviewed by the Committee (Please see Exhibit A). Actual materials must be affixed to the display board.**
- d. All landscape design-working drawings. All landscape surfaces and plants must be labeled on the plan with sizes, plant count and have square footage description of surfaces covered by mulch, grasses and ground cover.

C. Committee Action

Following review the Committee will:

- a. Approve the working drawing in which case the applicant may proceed with development.
- b. Conditionally approve the working drawings in which case the applicant must revise the plans to comply with the stated conditions and file the drawings with the Design Review Coordinator and receive written approval prior to beginning development.
- c. Disapprove the working drawings in which case the applicant will be required to resubmit new plans and fees as requested by the Committee.

Two sets of drawings with the Committee's comments and action will be returned to the applicant. One set of the approved drawings must be kept on the construction site at all times.

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Any appeal of the Committee's decision must be submitted in writing within 14 days of the mailing date of the Committee decision to:

Design Review Committee
Niwt Hills Homeowners Association
c/o Markel Homes Construction Company.
5723 Arapahoe Ave. #2B
Boulder, CO 80303

D. *Construction Procedures.*

a. *Changes During Construction*

Changes during construction affecting the finished grade of the site, exterior appearance of any structure or landscaping require approval of the Committee prior to execution of the change. Such changes may necessitate submittal and approval of revised drawings; this requirement will depend on the complexity of the change and is at the discretion of the Committee.

b. *Right of Entry*

When construction and landscape work requires the use of an adjoining property for any purpose, such as transporting labor or materials for the work, the applicant shall obtain written permission from the adjoining property owner (including the Master Association or any Sub Association of the adjoining property if so owned) for "Right of Entry" during the course of construction.

c. *Workmanship*

All workmanship affecting the exterior appearance of a structure must be executed in a manner that is consistent with acceptable industry standards.

d. *Inspection*

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Upon completion of the work as indicated on the drawings and specification approved by the Committee, the owner shall notify the Committee in writing for final inspection. The Committee will inspect the property and notify the owner within 10 days following the next regularly scheduled meeting of the Committee indicating its acceptance or noting deficiencies requiring corrective action.

e. Additions or Alterations

1. Any additions or alterations after completion affecting the finished grade of the site, exterior appearance of any structure, or landscaping shall require approval of the Committee.
2. The Design Review Coordinator should be contacted to determine if the addition or alteration submitted is consistent with approved guidelines for the site. If so, he/she may approve the plans without Committee review. The Design Review Coordinator will advise the applicant if Committee approval is required and what information is needed for Committee review.

E. General Provisions

a. Conditions Not Defined

Any matter, condition or material not defined herein shall remain a matter of discretion on the part of the Committee.

b. Variances

The committee reserves the right to vary at any time from procedure or standards as established herein. The Committee further reserves the right to amend, supplement or repeal these Guidelines and Review Procedure at any time.

c. Zoning Ordinance and Declarations

Addition standards and requirements are set forth in the applicable subdivision plat and the Master Declaration. Each owner must read and become familiar with all such documents so as to avoid violating the standards and requirements set forth therein.

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F. Enforcement

Failure to conform to these guidelines or obtain necessary approval from the Committee will constitute a violation of the Niwot Hills Covenants, Conditions and Restrictions, and shall require modification or removal at the expense of the owner.

G. Effective Date

These guidelines, as may be amended or supplemented from time to time, are adopted and effective as the date shown.

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ATTACHMENT D

AMENDED DESIGN GUIDELINES-RULES AND REGULATIONS
for
NIWOT HILLS
Adopted July 2016

III. Construction Regulations

The Design Review Committee has established certain construction and safety regulations for the benefit of all Niwot Hills owners, residents, and builders in order to ensure safe, neat and orderly activities during the construction period.

It is of the utmost importance that anyone conducting construction activities in Niwot Hills exerts extreme care in preventing conditions that are unsafe or that could constitute fire, wind or other hazards.

A. Construction Trailers, Portable Field Offices, Etc.

Any owner or contractor, who desires to bring a construction trailer, field office or the like to Niwot Hills, shall first obtain written approval from the Committee who will work closely with the owner or contractor to determine the best possible location. Such temporary structures shall be located only in an approved location and shall be removed upon completion of construction. The portable office shall only conduct business for the home under construction in Niwot Hills and not for a "general" field office for other projects or houses.

B. Storage of Materials and Equipment

Owners and contractors are permitted to store construction materials and equipment on the construction site during the construction period. It shall be neatly stacked, properly covered and secured. Storage of materials or construction equipment outside the approved construction site (owner's or builder's lot) will be done only with the approval of the Committee.

Any storage of materials or equipment shall be the responsibility of the owner or contractor.

Owners and contractors will not disturb, damage or trespass on other lots or the open space. Should any such damage occur it would be restored and repaired at the offender's expense.

C. Debris and Trash Removal

Owners and contractors shall clean up all trash and debris on the construction site at the end of each day. A trash container shall be located on each building

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site at all times for containment of lightweight materials, packaging, or other trash materials, which may blow off the site. Trash and debris shall be removed from each construction site located off the project. Lightweight materials, packaging and other items, shall be contained in the trash container to prevent wind from blowing such materials off the construction site. Owners and contractors are prohibited from dumping, burying, or burning trash anywhere on Niwot Hills.

All excess concrete shall be removed and washed out of concrete chutes and equipment at designated location. In connection with construction on each lot, the builder shall provide a concrete truck washout. Any appropriate washout can be identified and used for multiple lots. The washout shall not discharge into any County Right of Way, Open Space or on any lot.

During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore, affecting other lots and the open space. Any trash picked up by the developers shall be billed and promptly paid by the responsible builder/contractor/owner.

Dirt, mud, oil, or debris resulting from activity on each construction site shall be promptly removed and cleaned up from public or private roads, open spaces and driveways or other portions of Niwot Hills every Friday afternoon or contractor/builder/owner will be billed and charged for this clean up. Owner is subject to a \$500 fine for violation for each occurrence on the above conditions.

D. Sanitary Facilities

Each owner and contractor shall be responsible for providing adequate sanitary facilities for his construction workers. Portable toilets or similar temporary toilet facilities shall be located only on the construction site.

E. Parking Areas

Construction crews will not park on, or otherwise use other lots or the open space. Private, construction vehicles and machinery will be parked only on the construction site not on the public streets.

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F. Conservation of Landscaping Materials

Owners and contractors are apprised of the fact that the lots and open spaces may contain valuable native plants and other natural landscaping materials that should be salvaged before and during construction, such as topsoil, shrubs and trees.

G. Excavation Materials

Excess excavation materials will be hauled off the project or placed in areas designed by the Committee, if any. No excess excavation material shall be stockpiled even temporarily on other lots or open space without written approval of owner. If any blasting is to occur, the Committee shall be informed far enough in advance to allow it to make such investigations as it deems appropriate to confirm that all appropriate measures, including protective actions, have been taken prior to the blasting.

H. Restoration or Repair of Other Property Damaged

Damaged and scarring to other property, including, but not limited to other lots, open space, roads, driveways and/or other improvements will not be permitted. If any such damage occurs, it will be repaired and/or restored promptly at the expense of the person or entity causing the same. A damage/cleanup deposit of \$2,000 must be paid at time of lot purchase.

Upon completion of construction and landscaping, each owner and contractor shall clean the construction site and repair all property which was damaged, including but not limited to restoring grades, planting grass and trees as approved by the Design Review Committee, and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing. All repair work must be approved by the Committee.

I. Miscellaneous and General Practices

1. The following practices are prohibited at Niwot Hills:
 - a. Changing any fluids on any vehicle or equipment.
 - b. Allowing concrete suppliers and contractors to clean their equipment other than at the designated location.

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- c. Removing any rocks, plant material, topsoil, or similar items from any property of others within Niwot Hills.
- d. Carrying any type of firearms on the property.
- e. Use of spring or surface water for construction.
- f. Careless disposition of cigarettes and other flammable material
- g. Builders, contractors and subcontractors shall not bring pets, particularly dogs, onto the property.
- h. All excess "wheel" mud or dirt must be removed from the public roads within 2 hours or the Homeowner will be charged for the clean-up of the street.
- i. Work hours shall be 7:00a.m. to 7:00 p.m. on weekdays and 8:00a.m. to 7:00p.m. on weekends. All work hours must conform to the ordinance of the governmental authority.

In the event of any violation of this regulation the Niwot Hills Homeowners Association shall have the right to contact the Boulder County authorities to impound the pets, or refuse to permit such contractor or subcontractor to continue work at Niwot Hills, or to take such other action permitted by law or the Niwot Hills Covenants, Conditions, and Restrictions.

All lot owners in Niwot Hills will be responsible for the conduct and behavior of their representatives, builders, contractors, and subcontractors.

All applicable Occupations Safety and Health Act (OSHA) regulations and guidelines and applicable Boulder County codes and regulations will be strictly observed at all times.

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J. Pre-Construction Conference

Prior to commencing construction, the builder/contractor will meet with the Design Review Coordinator or a member of the Committee or its representatives to review procedures and coordinate his activities in Niwot Hills. A copy of these guidelines shall be provided to the builder by the Homeowner before commencement of construction.

K. Builder/Developer Meetings

All Builders, Salespersons and Developers shall meet on a regular basis to discuss issues such as construction clean up, sharing of common expenses, and other related subjects.

L. Signage

No signs, plaques, temporary notices or advertising of any kind shall be displayed in Niwot Hills without written approval of the Committee.

M. Storm Water Management Plan/Erosion Control

The lot owner shall follow the approved Niwot Hills Storm Water Manager Plan (SWMP), which describes the Best Management Practices (BMPs) and activities to be implemented during the construction phase. The SWMP must include an erosion and sediment control plan.

Each individual lot owner will be responsible for implementing the SWMP and BMPs for each lot they own in the subdivision. For individual lots, all temporary erosion control facilities shall be installed before any construction activities take place on a lot.

During construction on the lots, BMPs shall be inspected by the individual lot owner at least every 14 days and within 24 hours after any precipitation or snowmelt event that causes significant runoff. Disturbed areas shall be minimized and disturbed soil shall be managed. Sediment tracked onto public streets shall be removed immediately.

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**AMENDED DESIGN GUIDELINES-RULES AND REGULATIONS
for
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Adopted July 2016**

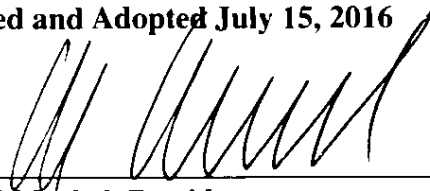
Exhibits:

Exhibit A: Sample of approved/accepted color board display

Exhibit B: Examples of Contemporary Architecture

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**Niwot Hills Design Guidelines – Rules and Regulations
Amended and Adopted July 15, 2016**



**Michael Markel, President
Niwot Hills Homeowners Association**

8-18-16
Date

ATTCHMENT D

**AMENDED DESIGN GUIDELINES-RULES AND REGULATIONS
for
NIWOT HILLS
Adopted July 2016**

I understand and acknowledge the receipt of the above Design Guidelines, and Plan Approval Process and the Construction Regulations.

Owner

Date

Builder/Contractor

Date

Developer/Developer's Agent

Date

Unofficial Copy

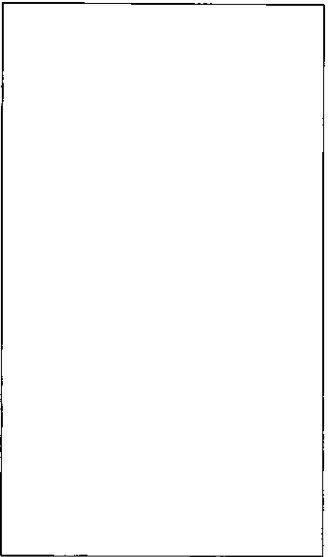
ATTCHMENT D

Exhibit A – Sample Exterior Display Board

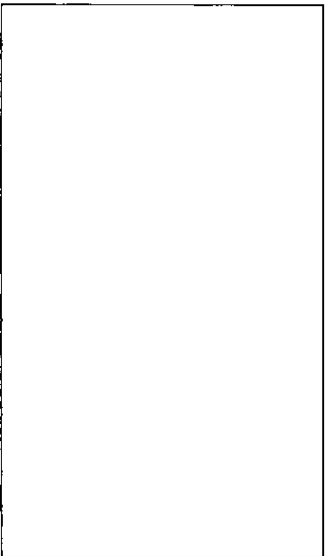
(Actual Samples Must Be Affixed To Board)

Title Block

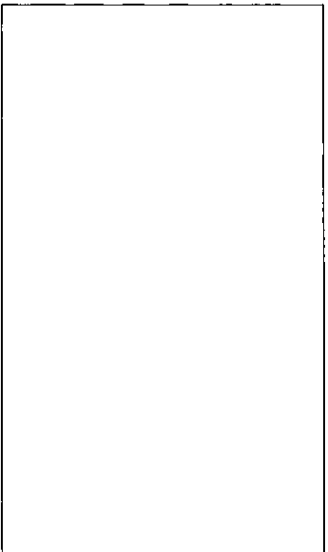
Niwot Hills / Address / Lot



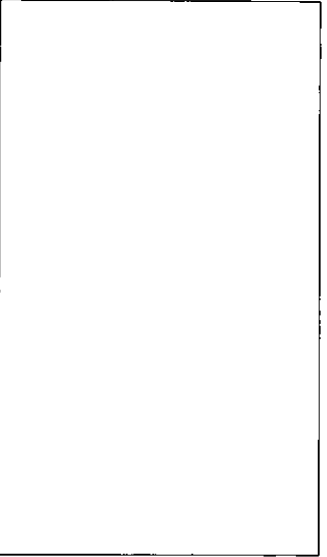
Roof Material



Masonry



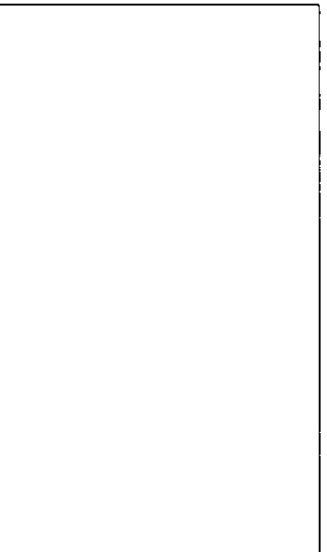
Vertical Wall Material / Color



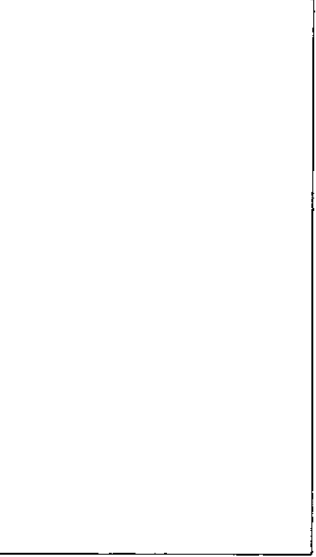
Garage Doors-Design / Cut Sheet
Materials / Colors



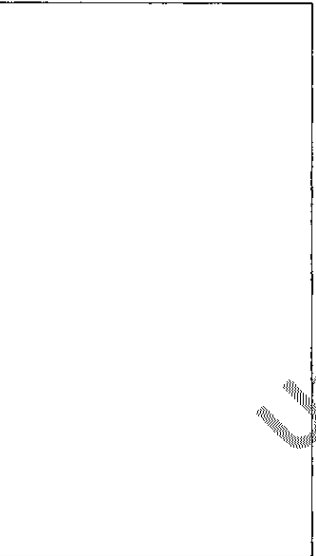
Trim Material
(Vertical + Horizontal)



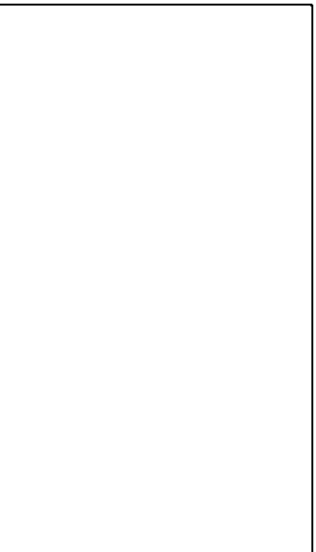
Decking Rails



Windows / Doors
Materials / Colors



Exterior Lights
Cut Sheets



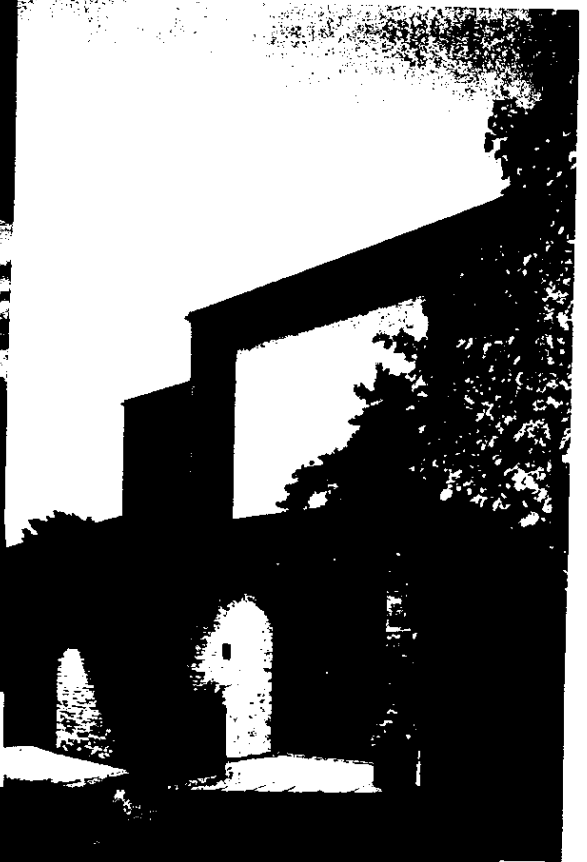
Gutters / Downspouts

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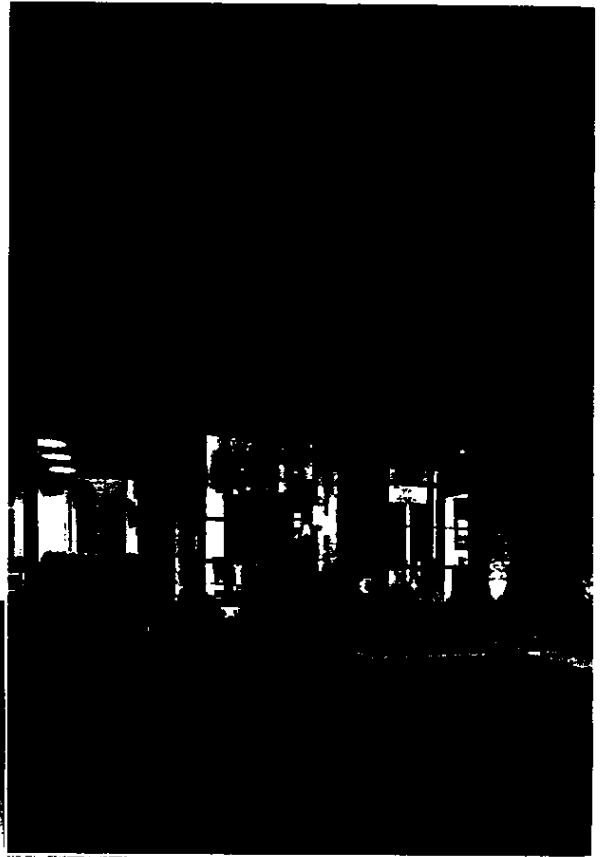
Exhibit B

Additional Approved Building Forms, Massing and Scale – Contemporary Architecture



D180

ATTCHMENT D



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ATTCHMENT D



ATTCHMENT D

