

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF BELHAVEN SUBDIVISION**

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BELHAVEN SUBDIVISION ("Declaration") made on the date hereinafter set forth by SONSHINE II CONSTRUCTION & DEVELOPMENT, LLC ("Declarant").

WHEREAS, Declarant is the owner of certain property in the County of Mesa, State of Colorado, known as Belhaven Subdivision, which is more particularly described as:

The E½W½NE¼NE¼, Section 7, Township 1 South, Range 1 East, Ute Meridian
Except the north 50 feet thereof.
Mesa County, Colorado.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Belhaven Townhome Owners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Element" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. Such Common Elements shall include the irrigation, drainage and recreational facilities, if any, and Common Driveways located in Belhaven Subdivision, and Tracts "A," "B," "C," "D," "E," and "F", Belhaven Subdivision.

Section 5. "Limited Common Element" shall mean all real property (including the improvements thereto) owned by the Association for the use and enjoyment of a designated Owner.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Elements.

Section 7. "Declarant" shall mean and refer to Sonshine II Construction & Development, LLC, its successors and assigns if such successors or assigns should acquire one or more undeveloped Lots from the Declarant for the purpose of development.

Section 8. "Architectural Control Committee" ("ACCO") shall mean and refer to the Architectural Control Committee set forth at Article VI of this Declaration.

ARTICLE II PROPERTY RIGHTS IN THE LOTS AND COMMON ELEMENTS

Section 1. Title to the Lots. The Declarant, its successors and assigns, shall convey fee simple title to the Lots subject to current real property taxes, which taxes shall be prorated to the date of transfer, and easements, conditions and reservations then of record, including those set forth in this Declaration. No Owner shall be entitled to subdivide a Lot, nor shall any Owner be entitled to sever his ownership interest in a Lot from his membership in the Association, provided that this clause shall not be construed as precluding the Owner of a Lot from creating a co-tenancy or joint tenancy with any other person or persons.

Section 2. Title to the Common Elements. The Declarant, its successors and assigns, shall convey fee simple title to the Common Elements to the Association, free and clear of all liens and encumbrances, except easements, conditions and reservations then of record, including those set forth in this Declaration.

Section 3. Members' Easements of Enjoyment. Every Member shall have a non-exclusive right and easement in and to the Common Elements, including, but not limited to, an easement for ingress, egress and support over and through the Common Elements, and easements for utilities and drainage. Each such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to adopt uniform rules and regulations pertaining to the use and enjoyment of the Common Elements and for the use, operation and maintenance of any irrigation system.

b. The Association may borrow money and grant a mortgage or deed of trust on the Common Elements or any part thereof for the purpose of improving the Common Elements, provided any such mortgage or deed of trust shall be expressly subordinate to the rights of the Members herein;

c. The right of the Association to suspend a Member's voting rights for any period during which any Assessment against his Lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the rules and regulations of the Association, provided that any suspension of such voting rights, except for failure to pay assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the Bylaws of the Association;

d. The right of the Association to dedicate or transfer all or any part of the Common Elements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds of the votes has been recorded, agreeing to such dedication or transfer, and provided written notice of the proposed action is sent to every Member no less than thirty (30) days nor more than sixty (60) days in advance.

e. The right of Declarant or its designees to enter upon the Common Elements for purposes of construction of the development and for purposes of making repairs and remedying construction defects; provided such entry shall not interfere with the use of any occupied Lot unless authorized by the Lot Owner.

Section 4. Delegation of Use. Any Member may delegate in accordance with the Bylaws, his right of enjoyment to the Common Elements to the members of his family, his guests and invitees, or his tenants, or contract purchasers who are in possession of such Member's Lot.

Section 5. Waiver of Use. No Member may exempt himself from personal liability for assessments duly levied by the Association nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Elements and the facilities thereon or by abandonment of his Lot.

Section 6. General Restrictions. All future Owners of the Lots by their acceptance of their respective deeds, covenant and agree as follows:

a. That the Common Elements shall remain undivided, and no Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of Owners with respect to the operation and management of the Property.

b. A perpetual and non-exclusive easement for the purpose of ingress and egress in connection with the maintenance of the Common Elements.

c. All fencing, including dog enclosures, shall be subject to prior approval of the ACCO and the issuance of a fence permit by the City of Grand Junction and shall meet fencing standards set forth in Chapter 6, Section 6.5.1 a-g, Grand Junction Zoning and Development Code subject to the following conditions:

(1) Fencing abutting public ways and easements located within the "Limited Commons Area" or "Open Space" shall be limited to closed fencing to a maximum of 48 inch height. Fencing within front setbacks shall be a maximum of 30" as allowed by City Code. Open fencing may be used for height allowed by City Code at any location as long as open fencing is provided above the 48-inch limitation to allow visual access for security and aesthetic concerns.

(2) Perimeter fencing for the Subdivision shall be subject to all provisions of the City Code upon approval of the ACCO.

(3) The ACCO shall be the party responsible for fencing approval within the Subdivision. The ACCO shall approve design, material, placement, location, and color prior to the construction of any fencing constructed in Belhaven Subdivision. In the event permitting is required by the City of Grand Junction, approval of the ACCO must be obtained as a condition of City approval. Exhibits required for approval of the ACCO are typical and similar to those required for construction of buildings within the Subdivision with the approval of the ACCO.

d. Landscaping shall be subject to prior approval of the ACCO.

Section 7. Irrigation and Landscaping.

a. Declarant, its successors and assigns, shall construct a pressurized irrigation system, which may utilize domestic water, for the use and benefit of the Common Elements and each Lot.

b. The Declarant, its successors and assigns, shall transfer ownership to the entire irrigation and drainage system, free and clear of all liens and encumbrances to the Association.

c. The Owner shall install landscaping on each Lot within one (1) year of the issuance of a Certificate of Occupancy for such Lot.

Section 8. Common Driveways. The common driveways as depicted on the recorded plat for Belhaven Subdivision shall be for the sole and exclusive use of the owners of the lots served by a common driveway. The lot owners served by a common driveway shall be jointly and severally responsible for the maintenance and upkeep of the common driveway. Failure of any lot owner to participate pro rata in the cost of such maintenance and upkeep shall give rise to a right of assessment and lien pursuant to Article IV. Tract "B" serves as a common (shared) driveway and as additional parking for Lots 1-4, Block 2, Belhaven per the City of Grand Junction TEDS Manual. Maintenance responsibility for Tract "B" is the responsibility of such lot owners.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership, being all Owners of each residence within the Subdivision who shall be entitled to one vote for each residence owned. When more than one person holds an interest in any residence, all such persons shall be members. The vote for such residence shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any residence.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvement, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide and maintain the Common Elements, irrigation, drainage, recreational facilities, if any, at Belhaven Subdivision, and to provide and maintain the landscaping for each attached housing Lot.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of 75% of the lots to nondeclarant Owners the maximum annual assessment shall be ~~Two Hundred Forty Dollars (\$240.00) per lot.~~

Amend 1
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Six Hundred Sixty (\$660.00) per lot.

a. From and after January 1 of the year immediately following the conveyance of 75% of the lots to nondeclarant Owners the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

b. From and after January 1 of the year immediately following the conveyance of 75% of the lots to nondeclarant Owners the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Elements and facilities, including fixtures and personal property related thereto, ~~provided that~~ any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purposes of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots unless all Lots are not benefitted, and may be collected on a quarterly basis.

Section 7. Date of Commencement of Annual Assessments; Due Date. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of a Lot to a nondeclarant Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the irrigation water delivery system or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V USE RESTRICTIONS

A. No lawn ornaments or exterior house decorations may be installed without the prior written consent of the ACCO.

B. No obnoxious, offensive or other activity which would constitute a public or private nuisance or annoyance to the neighborhood will be permitted, including, but not limited to, the repair of automobiles other than minor tune-ups performed by an Owner on his own vehicle.

C. Dangerous or wild animals, livestock, including rabbits or poultry, will not be kept. A reasonable number of household pets will be permitted so long as they remain in control of the Owner.

D. No firearms, fireworks, explosives, air rifles, BB guns, crossbows or similar devices shall be discharged on the Properties.

E. No advertising signs, billboards or unsightly objects shall be maintained or erected.

F. No junk or trash, including inoperable automobiles, will be allowed to accumulate and the same must be regularly removed.

G. The Association or Declarant upon the failure of the Owner or tenant of any site to maintain his site and improvements, including the payment of any taxes assessed thereon, in a reasonable satisfactory manner as determined by the Association, may enter upon the site and repair, maintain, rehabilitate, and restore the premises and/or improvements or abate the improper use or pay the taxes thereon and any costs shall be charged against the Owner or tenant of said site and collected in the manner set forth in Article IV hereof.

H. Recreational vehicles, boats and trailers shall not be parked on the streets adjacent to each Lot, or the driveways of each Lot overnight, except for a period not to exceed 48 hours for the purpose of loading or unloading. Recreational vehicles, boats and trailers shall not be stored on any Lot unless wholly contained within the garage or parked behind perimeter fencing.

**ARTICLE VI
ARCHITECTURAL CONTROL COMMITTEE**

Section 1. Appointment of Architectural Control Committee. The Architectural Control Committee shall consist of three (3) persons to be appointed by the majority of the Board. The initial Architectural Control Committee is chaired by John Davis, 1023 24 Road, Grand Junction, CO 81505. The Architectural Control Committee may adopt Design Review Guidelines setting forth the criteria for all construction and landscaping in Belhaven Subdivision.

Section 2. Submission of Plans. Duplicate copies of plans and specifications relating to an improvement, including, but not limited to residences, irrigation, fences, garages, and outbuildings, shall be submitted to the Architectural Control Committee for review and final approval. Plans and specifications shall contain, without limitation, the plot plans showing layout, including setbacks, flow and manner of surface drainage, finish and natural grade elevations, floor plans showing overall dimensions, roof plans showing pitch, roof materials, color, exterior elevations showing doors, windows and exterior materials and colors, and a perspective sketch if requested, and other details necessary to explain any feature or component of the Improvement, and compliance with the Design Review Guideline. The Architectural Control Committee shall have the authority to impose a reasonable fee for the review of any submittal.

Section 3. Matters Considered. The Architectural Control Committee shall consider the aesthetic and functional design of any Improvement as to the quality of workmanship and materials, harmony of exterior design with existing Improvements, location with respect to topography and finished grade elevation, and the preservation and enhancement of the value and the visual appearance of existing Improvements.

Section 4. Approval. The Architectural Control Committee shall approve or disapprove all written plans within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within such thirty (30) day period, the proposed Improvement shall be deemed approved. The majority of vote of the Architectural Control Committee shall be required for the approval or disapproval of any proposed Improvement.

Section 5. Limitation on Liability. The Architectural Control Committee shall not be liable in damage to any person submitting requests for approval or to any Owner within the Property by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such request. The actions of the Architectural Control Committee shall be deemed conclusively binding upon the Owners.

Section 6. No Further Subdividing. No Lot may be further subdivided except in the case of boundary adjustments whereby no additional lots are created.

**ARTICLE VII
EASEMENTS AND EXTERIOR MAINTENANCE**

Section 1. Easements.

a. Reciprocal Easements. The Declarant hereby reserves for itself and the Association, their successors and assigns, a right of way and easement for exterior maintenance and repair of all improvements, and the installation and continued operation, maintenance, repair, alteration, inspection and replacement of utility lines, including but not limited to water lines, sewer lines, gas lines, telephone lines, television cable antenna lines and such other utility lines and incidental equipment thereon, over, under and across any Common Elements and that portion of any Lot situate between any Improvement and the street adjacent thereto. Declarant or Association shall, except in cases of emergency, furnish to all affected Owners twenty-four (24) hours notice before exercising the rights granted by this Article. Perpetual reciprocal easements for the aforementioned purposes shall exist both for the benefit and burden of all the Owners.

b. Reservation of Easements. Declarant reserves for itself and all successors in title the use of the easements set forth herein which are intended to and shall be for the benefit of all Owners, and no reference thereto need be made in any deed, instrument of conveyance or any other instrument.

c. Exterior Maintenance Area. In order to maintain a uniform appearance and a high standard of maintenance within Belhaven Subdivision, the Association may maintain the Exterior Maintenance Area, being the outside of any improvements and the unimproved area of all attached housing Lots, as more fully set forth below:

(i) The Association may maintain the fencing and the landscaping of the attached housing Lot, including, but not limited to lawns, trees and shrubs. The Owner shall have the obligation to perform all exterior painting required for the maintenance and upkeep of the improvements constructed on such Lots. The maintenance provided hereunder may be performed at such time and in such a manner as the Association shall determine in the event the owner(s) failed to provide such maintenance after reasonable notice of default hereunder.

(2) The Association may grant the maintenance responsibility of each attached housing Lot to the Lot Owner, and the Lot Owner is obligated to accept said maintenance responsibility. The Association shall have the right to promulgate reasonable rules and regulations regarding the maintenance by the Owner.

(3) The Owner shall be responsible for maintaining all portions of the Owner's attached housing Lot, not expressly accepted by the Association for maintenance, including

the maintenance of any balcony, patio or deck area of his residence. No Owner shall make any addition or other alteration to any portion of the attached housing Lot without the express consent of the ACCO.

(4) In the event that an attached housing Lot and the improvements thereupon are not properly maintained and repaired, or in the event that the improvements on the attached housing Lot are damaged or destroyed by an event of casualty and the Owner does not take reasonable measures to diligently pursue the repair and reconstruction of the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction, then the Association, after notice to the Owner and with the approval of the Board of Directors, shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the attached housing Lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Lot, upon demand. All nonreimbursed costs shall be a lien upon the attached housing Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with this Declaration.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Association. In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere in this Declaration, and without limiting the generality thereof, the Association shall have the obligation, subject to and in accordance with this Declaration, to perform each of the following duties for the benefit of each Lot as follows:

a. To accept delivery of and exercise dominion over all real property, improvements thereon, and interest therein conveyed to the Association by Declarant with Title to said real property or interest therein being conveyed free and clear of all liens and encumbrances, which real property and/or interests therein shall include, but not be limited to, the Common Elements, and easements for operation, maintenance and access purposes.

b. To accept delivery of and exercise dominion over all personal property transferred and assigned to the Association by Declarant, free and clear of all liens and encumbrances, other than any personal property taxes not delinquent.

c. To convey, upon dissolution of the Association, the assets of the Association to an appropriate public agency or agencies to be used for purposes similar to those for which the Association was created, or to a nonprofit corporation, association, trust or other organization organized and operated for such similar purposes.

d. To maintain and otherwise manage, or to provide for the maintenance and management, of all of the Common Elements and all facilities, improvements and landscaping thereon, and all property acquired by the Association.

e. To maintain, repair and operate the irrigation system for the benefit of the Common Elements and each Lot.

f. To have the authority to enter upon and landscape, maintain or improve any Lot that Owner fails to landscape or maintain in accordance with this Declaration and to levy a Special Assessment against such Lot for all expenses incurred including court costs and attorney's fees for the collection of such Special Assessment.

g. To grant easements where necessary for utilities, on-site storm drain system, drainage, public services and sewer facilities over the Common Elements to serve the Common Elements and the Lots.

h. To obtain and maintain such policy or policies of insurance as the Board deems necessary or desirable to further the purposes of and protect the interest of the Association, its Members or any Mortgagees, including the policies set forth in Article VIII hereof.

i. To have the authority to employ a manager or other persons and to contract with an independent contractor or a professional managing agent to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall be limited to a duration of one (1) year, except with approval by vote of written consent by Members entitled to exercise not less than a majority of the voting power of the Association; any agreement for professional management of the planned development project shall be terminable with or without cause or thirty (30) days written notice.

j. To have the power to establish and maintain a working capital and contingency fund from Regular Assessments in an amount to be determined by the Board.

k. To have the responsibility and duty to maintain in a neat, safe, attractive and orderly fashion, and in good order and repair, the Common Elements and all facilities and improvements thereon or thereto, including without limitation, providing for trash collection areas and containers and exterior security lighting.

l. To have the power and duty, subject to the rights of the Declarant as provided herein, to enforce the provisions of this Declaration by appropriate means, including without limitation, the expenditure of funds of the Association, the employment of legal counsel and the commencement of actions.

m. To appoint and remove members of the Architectural Control Committee, and to ensure that at all reasonable times there is available a duly constituted and appointed Architectural Control Committee.

n. To levy and enforce collection of the Assessments as provided in Articles IV and V of this Declaration.

Section 2. City of Grand Junction. In order to prevent the diminution in the enjoyment, use or property value of the development, thereby impairing the health, safety and welfare of the Owners therein, the City of Grand Junction by and through its duly authorized officers and employees is hereby granted the right to take such action as the City may deem necessary to enforce the covenants, conditions or restrictions contained in this Declaration for the purpose of ensuring the Association's and the Lot Owners' compliance with the zoning and other applicable ordinances of the City of Grand Junction and to ensure adequate maintenance of the Common Elements. The Association shall not be dissolved without the consent of the City of Grand Junction.

Section 3. Declarant's Use. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant, its successors and assigns, or any agent, contractor, subcontractor or employee of the Declarant to maintain during the period of construction and sale upon such portion of the properties as Declarant deems necessary such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to said construction and sale, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 4. Owner's Use. In addition to the duties stated elsewhere in this Declaration each Owner shall have the duty and obligation to perform and comply with the following restrictions to preserve the overall value of the entire property:

a. Use of Lots is restricted to high quality, single family attached residences, subject to the terms and provisions hereof relating to architectural control. No store, office or other place of business of any kind and no hospital, sanatorium, or other place for the care or treatment of the sick or disabled, physically or mentally, nor any theater, saloon or other place or entertainment, nor any church, club, fraternal association or other association normally or regularly involving the gathering of people in groups larger than the family will be erected or permitted upon the Lots, and no business of any kind or character whatever shall be conducted thereon or in or from any building thereof.

b. Maintenance, upkeep and repairs of any residence or other improvements of each Lot shall be the sole responsibility of the individual owner thereof subject to the maintenance responsibilities expressly reserved to or assumed by the Association. All landscaping shall be subject to review and approval by the Architectural Control Committee and shall be aesthetically pleasing and reasonably consistent with the landscaping of the surrounding Lots.

c. All utilities, fixtures and equipment installed within the perimeter of any Lot commencing at a point where the utility lines, pipes, wires, conduits or systems enter the perimeter lot line, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair any easement or hereditament nor any act nor allow any condition to exist which will adversely affect the other residences or their Owners.

d. Refuse piles or other unsightly objects or materials shall not be allowed to be placed or to remain upon the Lots. All receptacles or other equipment for the storage or disposal of refuse materials shall be kept in a clean and sanitary condition.

Section 5. Insurance.

a. Insurance coverage on built-in improvements, including carpet, oven, range, refrigerator, wallpaper, disposal, plumbing fixtures, sinks, bathtubs and other items of personalty shall be included in the calculations for the replacement cost coverage on the building, and protected in the insurance policy purchased by the Lot Owner.

b. **Waiver of Subrogation.** The Association and Lot Owner each hereby waive any and all rights of recovery against the other, their officers, members, agents and employees, occurring on or arising out of the use and occupancy of the premises or the building to the extent such loss or damage is covered or indemnified by proceeds received from insurance carried by the other party, or for which such party is otherwise reimbursed. Each of the parties shall, upon obtaining the insurance required under this Declaration, notify the insurance carrier that the foregoing waiver of subrogation is contained in this covenant, and, to the extent available, shall require the insurance carrier to include an appropriate Waiver of Subrogation Provision in the policy.

c. Lot Owners shall carry insurance for their benefit and at their expense providing insurance coverage on real and personal property and public liability. Personal property would be defined as all articles and contents of a personal nature that are not built in or made a physical part of the building structure. The liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any additional insurance carried by any Lot Owner.

Section 6. Geotechnical Requirements. The Lots are subject to the requirements and limitations set forth in the geotechnical report dated February 2, 2005, prepared by Western Colorado Testing, Inc., a copy of which is attached hereto as Exhibit "A."

Section 7. Party Wall.

a. **General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the homes upon the attached housing lots and placed on the dividing line between the residences shall constitute a party wall and, to the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

b. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or any utilities located in the party wall shall be shared by the Owners who make use of the wall or such utilities in proportion to such use.

c. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

d. Weatherproofing. Notwithstanding any other provision of this section, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

e. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this section shall be appurtenant to the land and shall pass to such Owner's successors in title.

f. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 8. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 9. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 10. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded. Declarant reserves the right to make technical, corrective amendments at any time during Declarant's ownership of five or more lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 5th day of October, 2005.

"DECLARANT"

SONSHINE II CONSTRUCTION & DEVELOPMENT, LLC, a Colorado Limited Liability Company

By: Sundance Property Leasing, Inc., Manager

By: [Signature]
Lloyd J. Davis, Jr., President

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 5th day of October, 2005, by Sonshine II Construction & Development, LLC, a Colorado Limited Liability Company, by Sundance Property Leasing, Inc., Manager, by Lloyd J. Davis, Jr., President.

WITNESS my hand and official seal.

My commission expires: 6/16/07

Maria Rhodes
Notary Public

**MARIA RHODES
NOTARY PUBLIC
STATE OF COLORADO**

EXHIBIT "A"



WESTERN
COLORADO
TESTING,
INC.

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**FINAL REPORT
GEOTECHNICAL EXPLORATION
2889 F ROAD
GRAND JUNCTION, COLORADO**

Prepared For:

**Sonshine II Construction and Development, LLC
2350 G Road
Grand Junction CO 81505**

Prepared by:

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**February 2, 2005
Job No. 203504**

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INTRODUCTION

This report presents the results of the geotechnical exploration performed for a residential subdivision to be located on approximately 10 acres at 2889 F Road located in Grand Junction, Colorado. The proposed development will consist of single-family home construction with utility and street pavement installation. The site location is shown on Figure 1.

This report is an amended version of a report published by Western Colorado Testing Inc. (WCT) in March 2004 and addresses issues raised in comments from the City of Grand Junction dated 10/19/04. Conclusions and recommendations contained in this report are based on the original findings and the understanding that the proposed construction and site development remains consistent with that on which the original report was based.

Included in this investigation were 4 test pits, 1 boring, laboratory testing, and a report of our conclusions and recommendations. The scope of our report was limited to the following:

- Evaluating the engineering properties of the subsoils encountered.
- Recommending types and depths of foundation elements.
- Evaluating soil bearing capacity and estimated settlement.
- Presenting recommended alternative pavement design sections.
- Presenting recommendations for earthwork and soils related construction with respect to the subsoils encountered.

This report was prepared by the firm of Western Colorado Testing, Inc. (WCT) under the supervision of a professional engineer registered in the state of Colorado. Recommendations are based on the applicable standards of the profession at the time of this report within this geographic area. This report has been prepared for the exclusive use of **Sonshine II Construction and Development, LLC** for the specific application to the proposed project in accordance with generally accepted geotechnical engineering practices.

The scope of this exploration did not include any environmental assessment for the presence of hazardous or toxic materials in the soil or groundwater on or near this site. If contamination is a concern, it is recommended an environmental assessment be performed.

SITE CONDITIONS

The site is a flat lying field previously used as a pasture and for agricultural needs. At the time of the investigation work, the site was overgrown with grass and weeds. A house, which is to be razed, and farming equipment are present in the northern section of the site. A septic tank/drain field was also noted during our site visit. We anticipate cisterns or other buried structures may be present near the house.

Indian Wash runs through the southern portion of the property, near the property boundary. The banks of Indian Wash slope from approximately 2H:1V to 4H:1V in the western portion of the property, to nearly 1H:1V in the eastern portion of the property. The banks were littered with downed trees, branches, and tree stumps. No evidence of recent or older slope failures was observed at the time of the investigation.

The property is bordered by F Road to the north. An existing residential development borders the site to the west and a church lies to the east. Undeveloped land borders the site to the south.

PROPOSED CONSTRUCTION

The proposed construction will consist of approximately 57 single-family dwellings and utility and street pavement installation. The proposed residences are anticipated to be constructed of conventional wood framing. No below-grade construction is anticipated. Foundation loads on the order of 600 to 2,000 pounds per linear foot wall loads and 8 to 12 kip column loads are anticipated.

A stormwater detention basin is proposed for the southeast corner of the property. The detention basin is anticipated to discharge to Indian Wash.

FIELD EXPLORATION

The primary field exploration was conducted on February 8, 2000. The exploratory program consisted of four test pits. The test pit locations were selected by Castle Homes and are discussed on the Test Pit Logs included in Appendix A. The test pits were excavated to depths of 7.8 to 10.5 feet with a backhoe. Soil samples were obtained at the sampling intervals shown on the Test Pit Logs. Recovered samples were sealed in brass containers and the bulk samples were collected in cloth bags and transported to the laboratory for testing. Stratification lines shown on the logs represent the approximate boundary between soil types; however, the transition may be gradual.

A secondary field exploration was conducted on January 14, 2005. One geotechnical boring was conducted during this investigation. The boring was drilled near the southwest corner of the property in order to define the soil and bedrock conditions along Indian Wash. The boring was drilled to a depth of 11.0 feet and extended into shale bedrock. Soil samples were obtained continuously from a depth of approximately 5.0 feet during Standard Penetration Testing as indicated on the Boring Log included in Appendix A.

LABORATORY TESTING

The field test pit and boring logs were reviewed to outline the depths, thicknesses, and extent of the soil strata. A testing program was established to evaluate the engineering properties of the recovered samples. Specific tests that were performed include Atterberg Limits, natural moisture and density, soluble sulfates, unconfined compression, and swell/consolidation. These tests were performed in general accordance with current ASTM or state-of-the-art test procedures. An R-value test was also performed. The R-value test was determined according to the Colorado Department of Transportation (CDOT) procedures, which is a modification to ASTM D-2844. The test results are included in Appendix B.

Based on the results of this testing program, the field logs were reviewed and supplemented as presented in Appendix A. These final logs represent our interpretation of the field logs, and reflect the additional information gained in the laboratory testing program.

SUBSURFACE CONDITIONS

Topsoil consisting of silty clay with organics was encountered in the upper one to two feet in each test pit and in the boring. Underlying the topsoil, silty clay virgin soil was encountered. Weathered shale was generally encountered below the silty clays. Hard shale was encountered below the weathered shale in Test Pit 1, but was not encountered in the remaining pits.

Ground water was encountered at depths as shallow as 5 feet below the ground surface during the field investigations. It should be noted that the ground water elevation is subject to seasonal fluctuations and may be present at different elevations throughout the year. The high ground water table may result in difficulty during installation of the utilities. Pumping may be required during excavation and installation of the utilities.

CONCLUSIONS AND RECOMMENDATIONS

FOUNDATIONS

Based on the subsurface conditions encountered and the nature of the proposed construction, we recommend the residential structures be founded on footings or monolithic slabs. The existing fill, weathered shales, and clays encountered in the test borings are generally non-swelling to having very low swell potential at their present moisture content. However, they are moderately to highly collapsible in their natural state.

The following design and construction details should be observed for spread footing and monolithic slab foundation systems.

- Footings placed on new structural fill should be designed for a maximum allowable soil bearing pressure of 1,500 pounds per square foot. All footings should be proportioned as much as practicable to minimize differential settlement. Footings should not be placed below a depth of 3 to 4 feet below the existing grade.
- Due to the collapse potential of the upper soils, it is recommended that all existing fill and the top 24 inches of the natural soils below the footings be replaced with moisture conditioned and compacted structural fill. The subgrade soils should be moisture

conditioned and compacted to a minimum 95% of ASTM D-698 prior to placement of structural fill. Moisture contents should be maintained until covered.

- Structural fill placed for support of footings should consist of a granular, non-expansive, non-free draining, material compacted to a minimum 95% of the maximum Standard Proctor density (ASTM D-698) at a moisture content (-)2% to (+)3% of optimum. Structural fill should extend down from the bottom of the footings at a one horizontal to one vertical projection. If the structural fill is too rocky to test by the Proctor means, it should be proof rolled to the engineer's satisfaction. The on-site silty to sandy, low plasticity clays are suitable for use as structural fill.
- We estimate total settlement for footings designed and constructed as discussed in this section will be approximately one inch or less, and differential settlement will be one-half inch or less. These values are within generally accepted tolerances.
- Exterior footings and footings in unheated areas should extend to below the frost depth. The local building codes should be consulted; however, we would recommend a minimum depth of 24 inches.
- Continuous foundation walls should be reinforced top and bottom to span an unsupported length of at least twelve (12) feet.
- All loose or disturbed material encountered at the foundation bearing level should be removed and replaced with structural fill.
- A representative of the geotechnical engineer should observe all foundation excavations prior to the placement of fill and/or concrete, and during placement of fill.

FLOOR SLABS

The natural soils, exclusive of topsoil, are suitable for support of slab-on-grade construction. However, the soils have a moderate plasticity and if moisture contents are allowed to fluctuate, the clays may undergo some shrink-swell movement. The preferred way to prevent damage as a result of slab movement is to construct a structural floor above a well ventilated crawl space.

Slab-on-grade construction may be used, provided the risk of distress resulting from floor slab movement is accepted by the owner. The following construction details will help mitigate slab movement and should be observed for slab-on-grade construction.

- Floor slabs should be separated from all bearing walls, columns and utility lines with an expansion joint, which allows unrestrained vertical movement.
- The floor slabs should be provided with control joints to reduce damage due to shrinkage cracking. It is recommended control joints be spaced at 12 feet on center or less.
- The top 8 to 12 inches of subgrade soils should be moisture conditioned to $(\pm)2\%$ of optimum and recompact to minimum 95% of ASTM D-698. The moisture content should be maintained until the slabs are placed.
- The risk of slab movement can be reduced by removing all soil encountered within 2 feet below the slabs and replacing it with structural fill.
- If slabs will have a moisture sensitive covering such as tile, a moisture barrier or capillary relief may be required. Heavy gauge polyethylene sheeting can be used with a 4 inch layer of sand between the slab and sheeting. The sand will mitigate the risk of floor slab curling due to differential curing. An alternate method would be to use a minimum 6 inch layer of gravel below the slab. If used, the gravel should consist of minus 2 inch aggregate with less than 20% passing the No. 4 sieve and less than 5% passing the No. 200 sieve.
- All fill placed below the slabs should consist of non-expansive material compacted to at least 95 percent of the maximum standard Proctor density at a moisture content $(\pm)2\%$ of optimum.

WATER SOLUBLE SULFATES

A sample of the on site soils from TP-2 at a depth of 4 feet was tested to determine the concentration of water soluble sulfates. The test results indicate a sulfate content at greater than 2000 ppm. This concentration of water soluble sulfates represents a high degree of sulfate attack on concrete exposed to these materials. Based on the test results, sulfate resistant cement should be used in all concrete exposed to the on site or fill soils. Type V cement is recommended, however, locally available Type I-II sulfate resistant cement has been used with good success to mitigate sulfate attack on concrete exposed to clay soils in the vicinity of the subject site.

SLOPES

As discussed previously, Indian Wash runs through the southern portion of the site. The banks of Indian Wash slope from approximately 2H:1V to 4H:1V in the eastern portion of the site, to as steep as 1H:1V in the western portion of the site. Therefore, the stability of the banks was evaluated with respect to the proposed construction. Under the existing conditions at the site, analysis indicated that the slopes are stable. This is consistent with the field observations.

The proposed construction includes a detention basin and residential homes near Indian Wash as shown on Figure 2. The edges of the detention basin are proposed to lie approximately 20 feet from the crest of the banks. The detention basin will be approximately 4 feet in depth and will discharge via a pipe to Indian Wash. The existing steep banks of Indian Wash, near the proposed detention basin, were evaluated under the existing and proposed conditions. Since the detention basin will be constructed below grade, even when full, the loads under the proposed conditions will be less than the existing conditions. Analysis of the existing conditions indicate that the slopes are stable with regard to circular slope failure and sliding or block type failure in the shale and along the shale-soil interface.

The primary concern with regard to the proposed detention basin is the potential for pore pressure induced failures of the banks due to seepage from the detention basin. Therefore, it is recommended that the detention basin be lined with geomembrane or geosynthetic clay liner (GCL) to prevent or limit infiltration of water into the subgrade. The geomembrane or GCL should be installed by a qualified contractor and be covered with at least one foot of soil to protect the liner. In addition, WCT recommends a maximum finish slope inclination of 3 horizontal to 1 vertical (3:1) in the detention basin. After construction of the slopes is completed, the finish surface should be seeded and strawed or sodded, or an erosion-control fabric should be placed on the slopes, to minimize surface erosion of the slopes.

As shown on Figure 2, one of the lots in the southeast corner of the property lies immediately adjacent to Indian Wash. As indicated previously, in this area, the banks of Indian Wash slope at approximately 2H:1V to 4H:1V. The banks were evaluated under existing and proposed

conditions. The slopes are currently stable and the imposed loads by a residence constructed on this lot are not expected to impact the stability of the slopes. However, as indicated for the banks in the vicinity of the detention basin, increases in pore pressures could cause instabilities in the slopes. Therefore, it is recommended that underground irrigation systems not be permitted in any lots adjacent to Indian Wash.

As an added measure of protection to the banks of Indian Wash, it is recommended that the existing vegetation on the banks and along the crest of the banks remain during and after construction. This includes the large trees along the crest of the bank (those that are alive). The vegetation provides reinforcement to the slopes and takes up moisture from the soil.

SURFACE DRAINAGE AND LANDSCAPING

The success of shallow foundation and slab-on-grade floor systems is contingent upon keeping the subgrade soils at a more or less constant moisture content, and by not allowing surface drainage a path to the subsurface. Positive surface drainage away from structures must be maintained at all times. Landscaped areas should be designed and built such that irrigation and other surface water will be collected and carried away from foundation elements.

The final grade of the foundation's backfill and any overlying concrete slabs or sidewalks should have a positive slope away from foundation walls on all sides. We recommend a minimum slope of 8 inches in the first 10 feet; however, the slope can be decreased to 3 inches in 10 feet if the ground surface adjacent to foundations is covered with concrete slabs or sidewalks.

Backfill material should be placed near optimum moisture content and compacted to at least 90% of maximum standard Proctor density in landscaped areas and to at least 95% maximum standard Proctor density beneath structural areas (sidewalks, patios, driveways, etc.). All roof downspouts and faucets should discharge well beyond the limits of all backfill. Irrigation within ten (10) feet of foundations should be carefully controlled and minimized.

STREET PAVEMENTS

The conclusions and recommendations discussed are based upon the subsurface conditions encountered in the test holes, the surrounding conditions and on information provided us. The pavement sections were designed based on the anticipated traffic and number of lots.

The pavement section thickness needed at the site is dependent mainly on the subgrade conditions and the traffic loadings. For preliminary design calculations, we have assumed a total of 40 lots over the entire site and a maximum of 10 lots per cul-de-sac or dead-end street will be constructed. The pavement subgrade soils are indicated to be silty clays. The clayey soils were tested for Atterberg limits and the results used to classify the soil using both the Unified and AASHTO classification systems. The soil was then tested to determine the R-Value according to the Colorado Department of Transportation procedure, which is a modification to ASTM D-2844.

An R-Value test was performed on the subsurface soils from Test Pit 2 at 2 feet. The R-Value test had a result of 18. Based on the test results, design manual procedures, freeze/thaw conditions and experience with similar projects, the following pavement section alternatives are indicated:

PAVEMENT ALTERNATIVE SECTIONS										
Pavement Locations	Design Criteria				Alternative	Pavement Section-Inches				
	R-value	EDLA	RF	WSN		HBP	ABC	ASC	RP	Total
Main Streets	18	14.00	2.0	2.5	A	6				6
					B	3	8			11
					C	4	6			10
					D				5	5
Cul-de-sacs/ Dead-end Streets	18	5.00	2.0	2.1	A	5				5
					B	3	6			9
					C	4	4			8
					D				5	5

R-value - CDOT Procedure
 EDLA - Equivalent Daily Load Application
 RF - Regional Factor
 WSN - Weighted Structural Number

HBP - Hot Bituminous Pavement
 ABC - Aggregate Base Course (Class 6)
 ASC - Aggregate Subbase Course (Class 3)
 RP - Rigid Pavement (Concrete)

Aggregate base course material should conform with Class 6 (minus ¾ inch) specifications of the Colorado Department of Transportation (CDOT) and be compacted to a minimum 95% of AASHTO T-180 at (±)2% of optimum moisture content. The aggregate subbase course material should conform with Class 3 CDOT specifications with a maximum 6" size, and be compacted to a minimum 95% of AASHTO T-180 at (±)2% of optimum moisture content.

Hot bituminous pavement (HBP) material should conform with CDOT Grading "S" or "SX" specifications and consist of an approved mix design giving the mix physical properties, job mix tolerances, and recommended mixing and placement temperatures. Hot bituminous pavement should be compacted to 92 to 96% of maximum theoretical density. A mix with an end point stress of 50 psi should be used.

The degree of compaction, uniformity, and the stability of the subgrade directly affect pavement performance. It is recommended that the top 6 to 8 inches of the subgrade be compacted to a minimum 95% of the maximum dry density as determined by ASTM D-698 "Standard Proctor Moisture-Density Relationship". The moisture content should also be controlled to between (-)2% and (+)3% of optimum. The final subgrade should be proofrolled immediately prior to placement of the subbase or base course materials to detect any localized areas of instability. Unstable areas should be reworked to provide a uniform subgrade. Additional stabilizing materials may be needed for these areas.

Positive drainage should be provided during construction and maintained throughout the life of the pavement. Adequate drainage is essential for continuing performance.

GENERAL

In the event that any changes in the nature, design, or location of the roadway or site layout are planned, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and conclusions of this report modified or verified in writing.

The analysis and recommendations submitted in this report are based in part upon the data obtained from the test holes. The nature and extent of variation between the test holes may not become

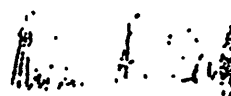
evident until construction. If variations then appear, it will be necessary to reevaluate the recommendations in this report.

It is recommended that the geotechnical engineer be provided the opportunity for general review of the final designs and specifications in order that earthwork and pavement recommendations may be properly interpreted and implemented in the designs and specifications. It is also recommended that the geotechnical engineer be retained to provide continuous engineering services, and facilitate materials testing and inspection during construction of the pavement, and earthwork phases of the work. This is to observe compliance with the design concepts, specifications, or recommendations and to modify these recommendations in the event that subsurface conditions differ from those anticipated.

Respectfully Submitted:

WESTERN COLORADO TESTING, INC.

Reviewed By:



Michael A. Berry, P.E.
Principal Geotechnical Engineer



Jim Huddleston
Principal Operations Manager

JH/MB/File

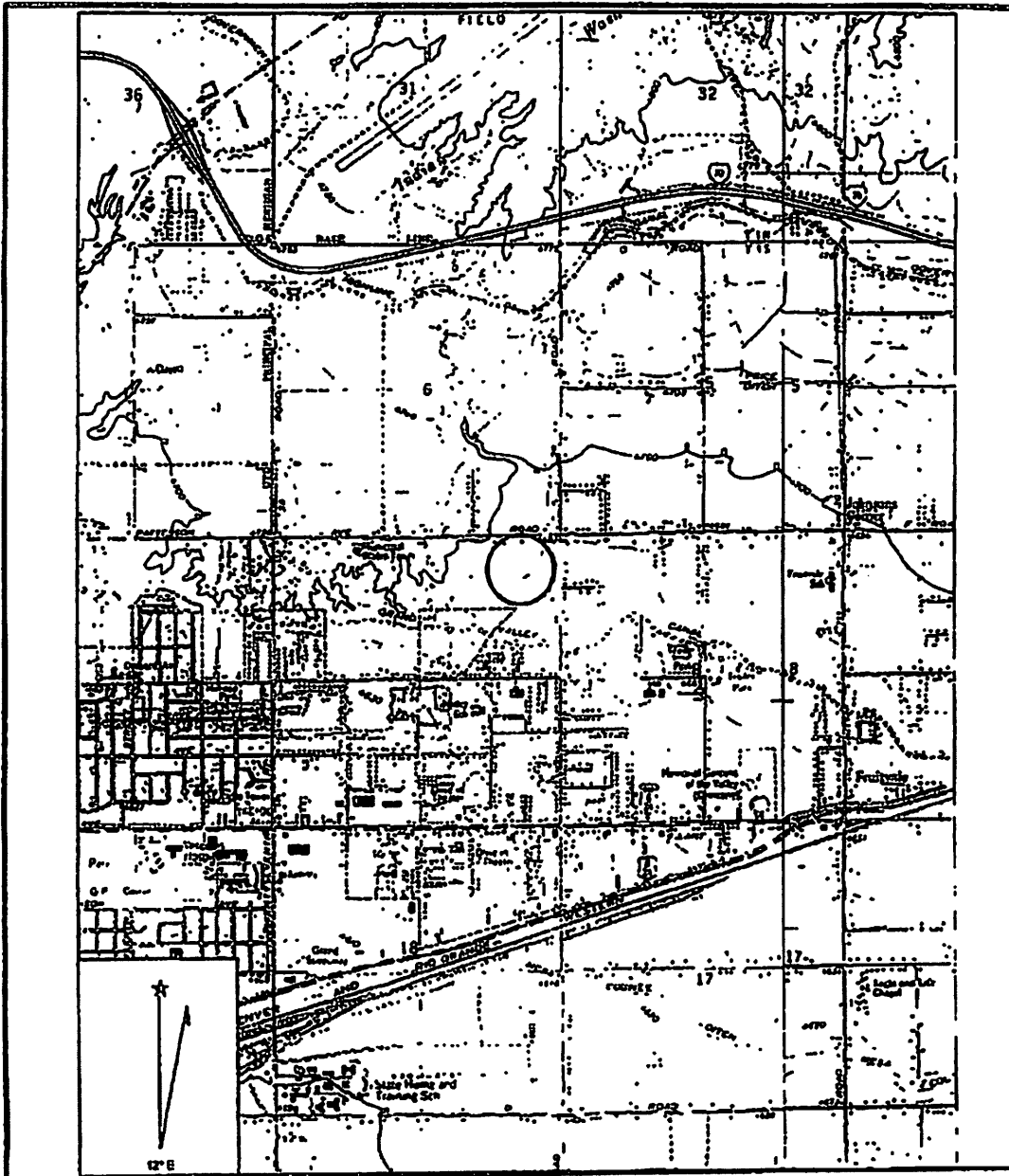
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FIGURES



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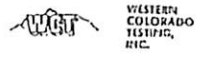
Job No: 203504
Client: Sonshine II Construction and Development, LLC
Project: 2889 F Road
Date: February 2, 2005



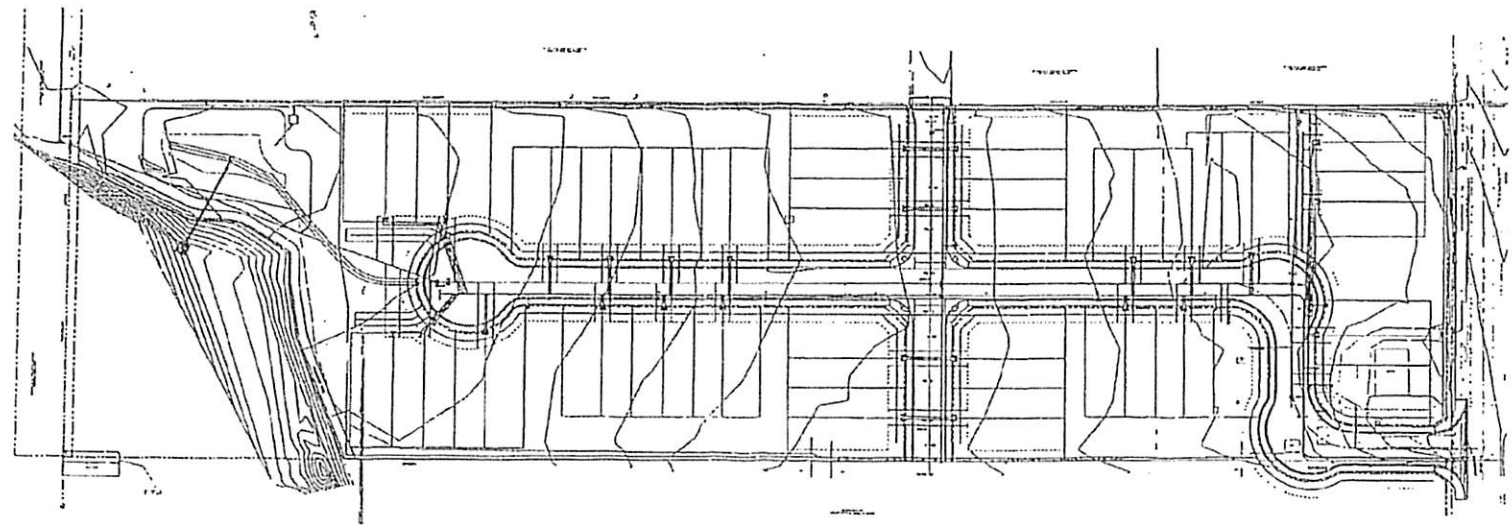
Vicinity Map

Figure No: 1

BK 4108 PG 113



Job No. 203504
Client: Sunshine II Construction and Development, LLC
Project: 2609 F Road
Date: February 2, 2006



Plot to Scale

Site Map

Figure No. 2

APPENDIX A
Typed Test Pit and Boring Logs

i

BK 4108 PG 115

Project: 2889 F Road
 Location: Grand Junction, Colorado
 Job No.: 202000 Date: 2/15/2000

TEST PIT LOG

TEST PIT NO.	LOCATION OF TEST PIT	DATE EXCAVATED	ELEVATION	DATUM	CONTRACTOR	LOGGER						
TP-1	250'S and 150'E of NW corner	2-8-00	-----	-----	Navaho Backhoe	D. Phipps						
WATER LEVEL OBSERVATIONS				TYPE OF SURFACE		EQUIPMENT						
				flat with irrigation furrows		416 Cat						
WHILE EXCAVATING	END OF EXCAVATION	no DAYS AFTER EXCAVATING	no HOURS	METHOD		TOTAL DEPTH						
no	no	no	no	Backhoe		7.8'						
DEPTH FT.	SAMPLE DATA			SOIL DESCRIPTION				LABORATORY DATA				DEPTH FT.
	SAMPLE NO. & TYPE	"1" BLOWS FT	% REC	COLOR	MOIST	CONS.	GEOLOGIC DESCRIPTION & OTHER REMARKS	% MC	DRY DENS.pcf	qu test	CLASS	
0				brown	moist	medium stiff	Clay, silty, organic					0
							Clay, very silty, trace organic					
							Clay, silty					
2						weathered	Shale					2
4	C-1	100		gray	medium moist	firm		14.8				4
8							B.O.P. at 7.8'					8
10												10
12												12

FIGURE

Project: 2889 F Reed
 Location: Grand Junction, Colorado
 Job No.: 202000 Date: 2/15/2000

TEST PIT LOG

TEST PIT NO.	LOCATION OF TEST PIT	DATE EXCAVATED	ELEVATION	DATUM	CONTRACTOR	LOGGER						
TP-3	500'N and 300'E of SW corner	2-8-00	-----	-----	Navahoe Backhoe	D. Phipps						
WATER LEVEL OBSERVATIONS				TYPE OF SURFACE		EQUIPMENT						
WHILE EXCAVATING	END OF EXCAVATION	no DAYS AFTER EXCAVATING	no HOURS	METHOD		TOTAL DEPTH						
5.0'	5.0'	no	no	Backhoe		10.5'						
DEPTH FT.	SAMPLE DATA			SOIL DESCRIPTION				LABORATORY DATA				DEPTH FT.
	SAMPLE NO. & TYPE	"N" BLOWS FT	X REC	COLOR	MOIST	CONS.	GEOLOGIC DESCRIPTION & OTHER REMARKS	X MC	DRY DENS pcf	SU test	CLASS	
0				brown	moist	medium stiff	Clay, silty, organic					0
2					very moist		Clay, silty, trace organic					2
4							Clay, silty					4
	C-1	100						27.5	96.6			
6				gray	wet	weathered	Shale					6
8					moist							8
10												10
12							B.O.P. at 10.5'					12

BK 4108 PG 118

Project: 2889 F Road
 Location: Grand Junction, Colorado
 Job No.: 202000 Date: 2/15/2000

TEST PIT LOG

TEST PIT NO.	LOCATION OF TEST PIT	DATE EXCAVATED	ELEVATION	DATUM	CONTRACTOR	LOGGER						
TP-4	150'N and 230'E of SW corner	2-8-00	-----	-----	Navaho Backhoe	D. Phipps						
WATER LEVEL OBSERVATIONS					TYPE OF SURFACE							
					flat with irrigation furrows							
WHILE EXCAVATING		END OF EXCAVATION		no DAYS AFTER EXCAVATING		no HOURS						
5.5'		5.5'		no		no						
					METHOD							
					Backhoe							
					TOTAL DEPTH							
					10.0'							
DEPTH FT.	SAMPLE DATA			SOIL DESCRIPTION				LABORATORY DATA				DEPTH FT.
	SAMPLE NO. & TYPE	"N" BLOWS FT	X REC	COLOR	MOIST	CONS.	GEOLOGIC DESCRIPTION & OTHER REMARKS	% MC	DRY DENS pcf	SH test	CLASS	
0						medium stiff	Clay, silty, organic					0
				brown	moist		Clay, silty, organic					
2							Clay, silty					2
4	C-1	100						12.9	99.4			4
6					wet	medium dense	Gravel (fine to coarse)					6
8				gray	moist	weathered	Shale					8
10							B.O.P. at 10.0'					10
12												12



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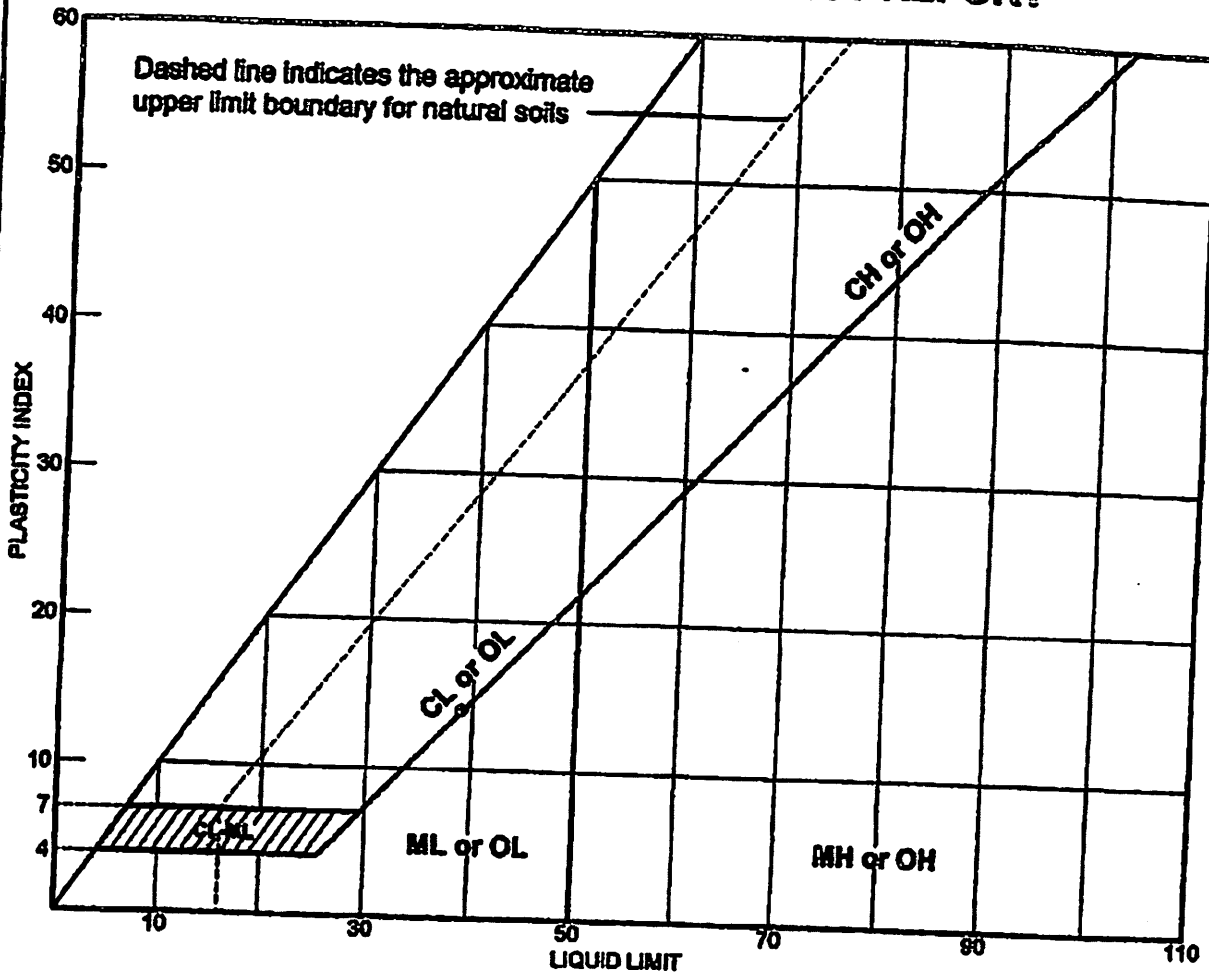
Reference: Bolman
Location: 2889 F Road
Job No.: 203604 Date: 3/20/2006

BORING LOG													
BORING NO.	LOCATION OF BORING		STATION	ELEVATION	DATUM	DRILLER	INSPECTOR						
B-1	Southwest corner of property					DA Smith	BA Berry						
WATER LEVEL OBSERVATIONS			DRILL RIG		DRILLING METHODS								
0 HOUR			CME 75 Truck		Solid stem augers, California and Spill-Spoon Sampling								
24 HOUR			TOTAL DEPTH		REMARKS								
Not Measured			11.0 R										
DEPTH FT.	SAMPLE DATA						GEOLOGIC DESCRIPTION AND REMARKS	LABORATORY DATA					DEPTH FT.
	SAMPLE NO. & TYPE	"N" BLOWS /FT	REC (%)	RCD (%)	MOIST	USCS		SEC (%)	DRY DENS (pcf)	PI	Swell (%)	Soluble Sulfates (ppm)	
0							Silty Clay with Organics (TOPSOIL), brown, moist						0
2							Silty Clay, reddish brown, dry, stiff to very stiff						2
6	C1	17	100		d	cl		6.8	115	8		0	6
8	C2	15	100		d	cl							8
10	S1	18	53		d	cl							10
10	S2	37	100		d	SH	Shale, reddish brown, soft to medium hard, highly weathered, thin bedded						10
12													12
14													14

FIGURE

APPENDIX B
Laboratory Testing Results

LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA

SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
•		TH-2	4'		25	39	14	

LIQUID AND PLASTIC LIMITS TEST REPORT

WESTERN COLORADO TESTING, INC.

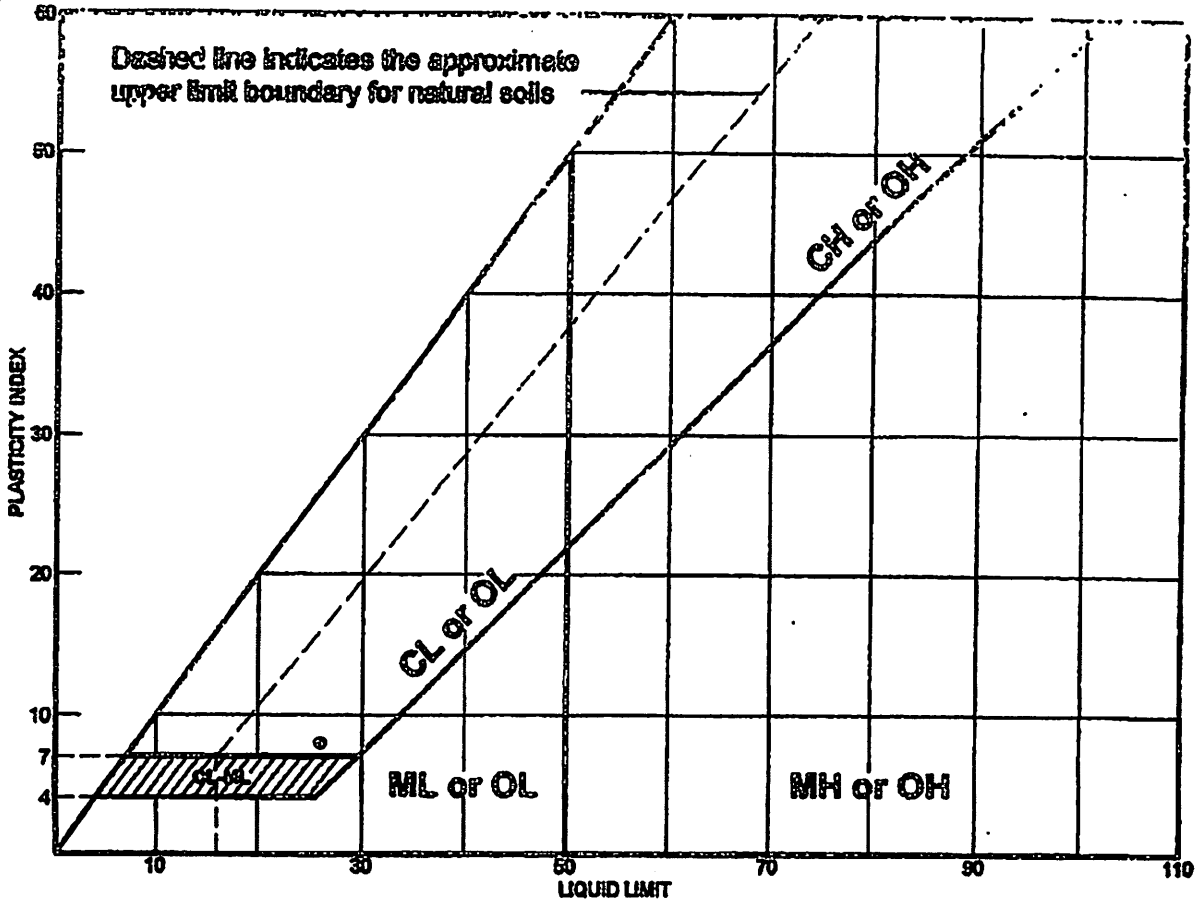
Client: Castle Homes

Project: 2889 F road

Project No.: 202000

Figure

LIQUID AND PLASTIC LIMITS TEST REPORT

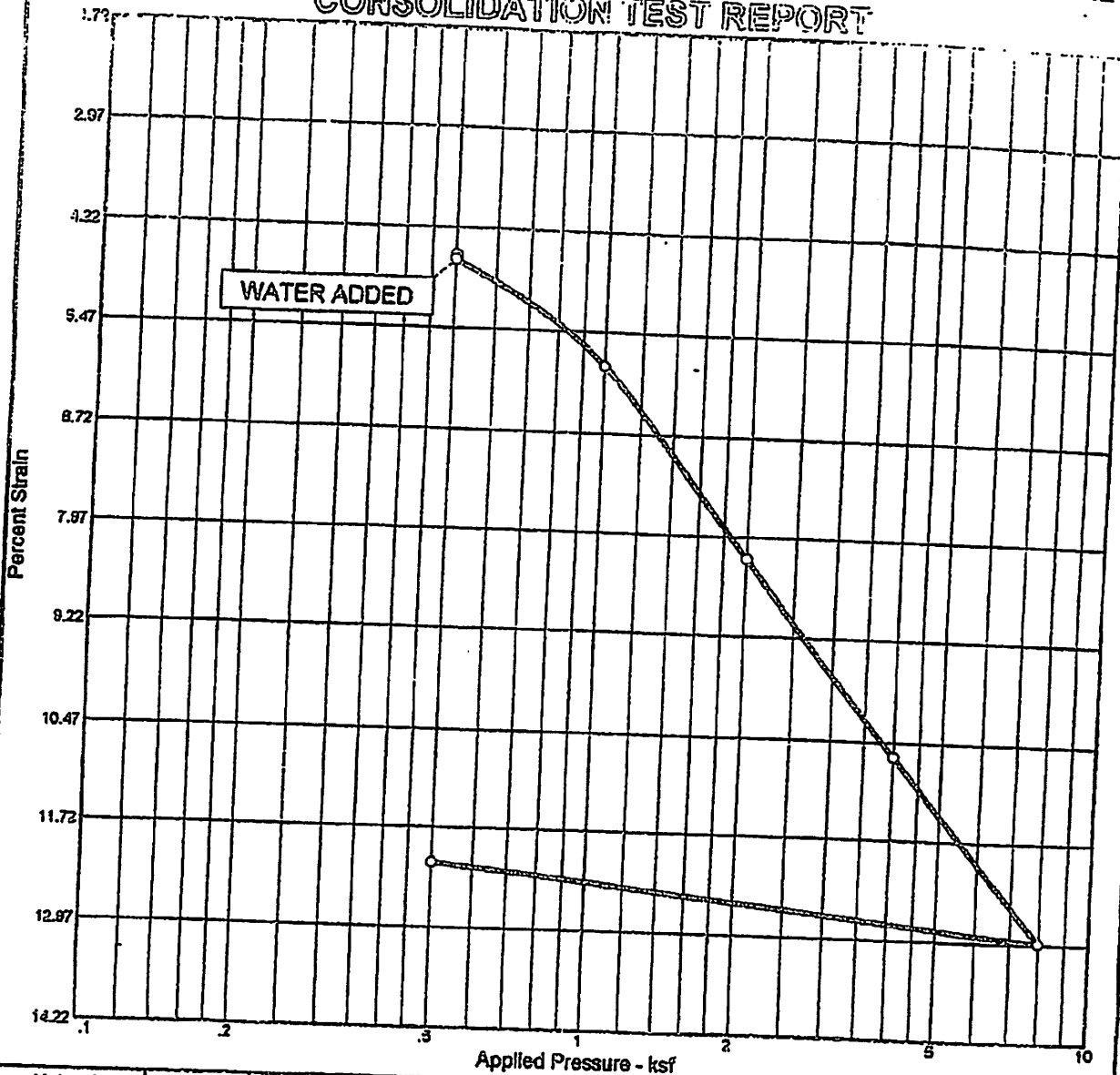


MATERIAL DESCRIPTION	LL	PL	PI	%<#40	%<#200	USCS
⊙	26	18	8			

Project No. 203504 Client: Sunshine II
 Project: 2889 F Road
 ⊙ Location: Boring 1, C1

Remarks:
 ⊙ Sampled by MAB 1/14/05
 Tested by GOND
 Reviewed by MAB

CONSOLIDATION TEST REPORT



Natural		Dry Dens. (pcf)	LL	PI	Sp. Gr.	Overburden (ksf)	P _c (ksf)	C _c	C _s	Swell Press. (ksf)	Swell %	e ₀
Sat	Moist.											
102.4 %	27.5 %	96.6			2.65	2.00	0.93	0.13	0.01			0.712

MATERIAL DESCRIPTION

USCS

AASHTO

Project No. 202000 Client: Castle Homes
 Project: 2889 F road

Remarks:
 Tested by D.Phipps/ J.Huddleston

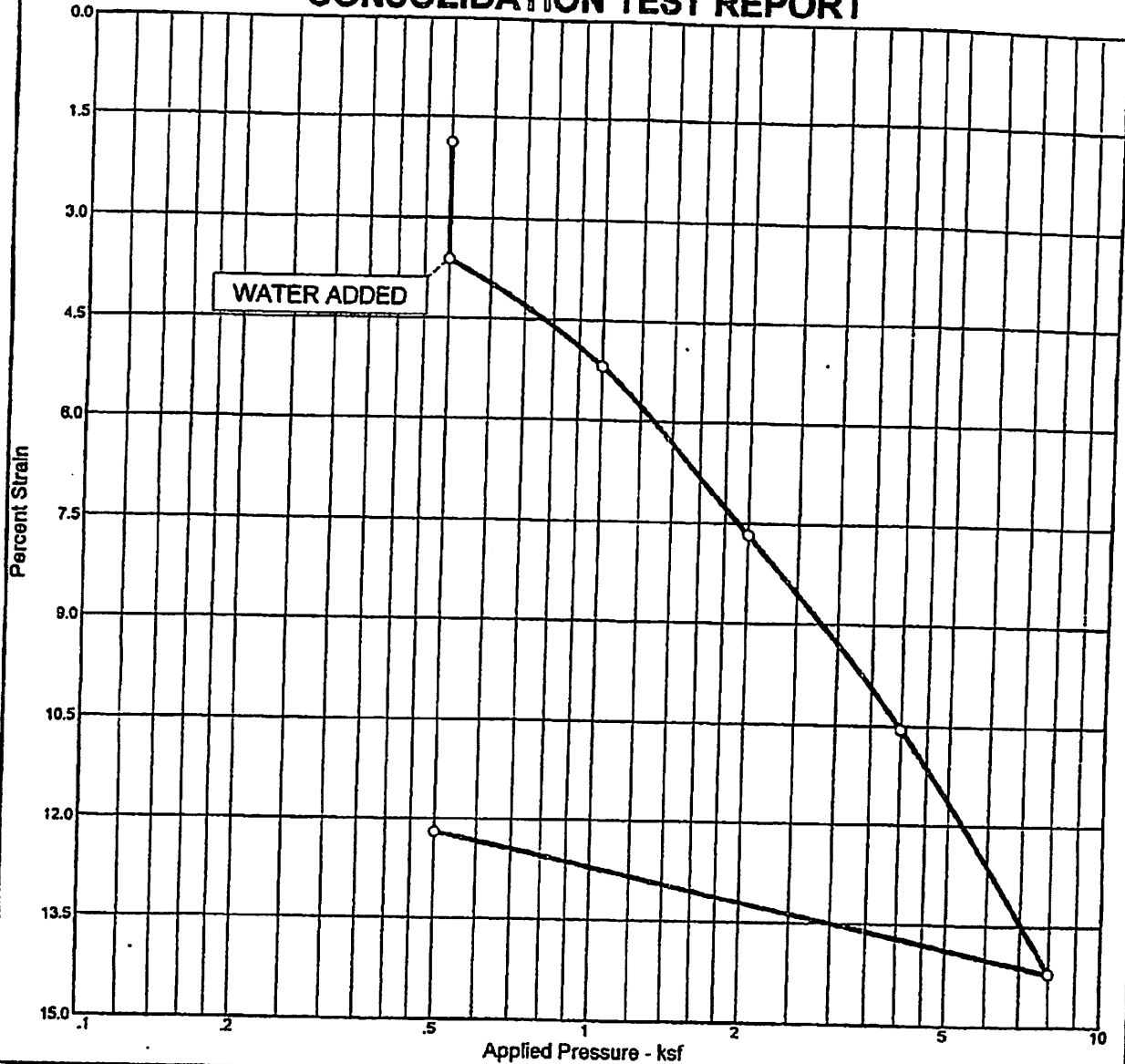
Location: 600N and 300E of SW corner

CONSOLIDATION TEST REPORT

WESTERN COLORADO TESTING, INC.

Figure

CONSOLIDATION TEST REPORT



Natural		Dry Dens. (pcf)	LL	PI	Sp. Gr.	Overburden (ksf)	P _c (ksf)	C _c	C _s	Swell Press. (ksf)	C _{ip} %	e ₀
Sat.	Moist.											
51.4 %	12.9 %	99.4			2.65	2.00	1.74	0.21	0.03		1.7	0.664

MATERIAL DESCRIPTION		USCS	AASHTO

Project No. 202000 Client: Castle Homes
 Project: 2889 F road
 Location: 150'N and 250'E of SW corner

Remarks:
 tested by D.Phipps/ J.Huddleston

CONSOLIDATION TEST REPORT
WESTERN COLORADO TESTING, INC.

Figure

RESISTANCE R-VALUE AND EXPANSION PRESSURE OF COMPACTED SOILS

ASTM D2844*

PROJECT _____
 CLIENT _____
 DATE 2/16/00
 JOB NUMBER 202000

PROJECT 2888 F Road
 CLIENT Castle Horner

SAMPLE LOCATION TH-2, B-1
 SAMPLE DEPTH 2.040
 SAMPLE DESCRIPTION Clay, silty, brown

SPECIMEN IDENTIFICATION	A	B	C	D
COMPACTION				

FOOT PRESSURE (PSI)	185	230	300	350
EXUDATION				

EXUDATION LOAD (LBF)	2450	2650	3700	7000
EXUDATION PRESS. (PSI)	185	211	284	557

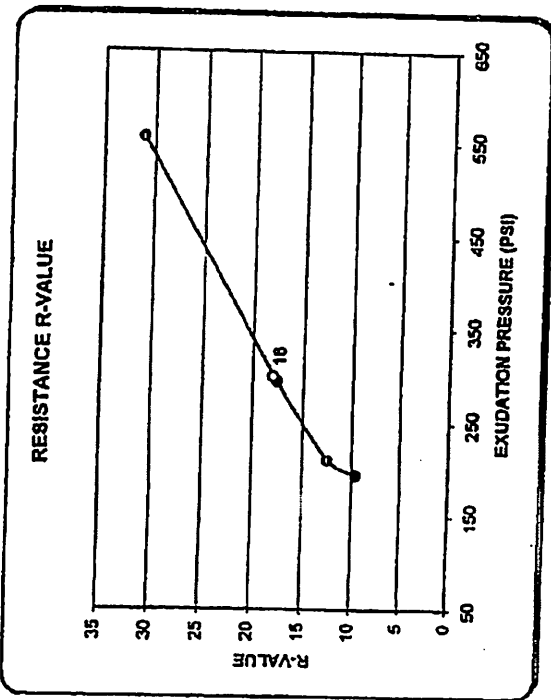
EXPANSION (OPTIONAL)				
SPRING CONST. (PSHN)				
DEFLECTION (IN)				
EXPANSION PRESS. (PSI)				

STABILOMETRY				
HORZ. PRESS. @ 2000 LBF	133	126	118	98
DISPLACEMENT @ 1000 LBF	5.05	4.70	4.55	4.81

SPECIMEN DATA				
HEIGHT (IN)	2.560	2.550	2.630	2.780
WET WEIGHT	1120.6	1130.1	1169.0	1251.4
DRY WEIGHT	843.1	856.3	897.4	1083.9
MOISTURE CONTENT (%)	18.8	18.2	17.2	15.5

RESULTS				
RESISTANCE R-VALUE	9	13	16	26
HT. CORRECTED R-VALUE	10	13	16	31

R-VALUE @ 300 PSI EXUDATION*	18
DRY DENSITY, PCF	111.8 113.6 114.8 118.1



*As modified by the Colorado Department of Transportation Method

Figure

