Bestall Collaborative Limited

Planning Environment Construction Management Development

October 6, 2019

Mr. Chris Larue, Senior Planner
Town of Erie - Planning & Development
645 Holbrook Street P.O. BOX 750
Erie, Colorado 80516

RE: Erie Village Filing No. 5
PD Amendment Sufficiency Submittal

Mr. Larue:

Attached are the revised documents required by the Town of Erie including a Title Commitment as requested in the sufficiency review of Porchfront Homes' request to amend the Erie Village Filing 5 PD and remove the age restriction covenant:

- Requirements
- Land Use Application
- Statement
- Conceptual Site Plan
- Conceptual Plot Plan
- Development Plan
- Residential Architecture
- ALTA Survey
- Warranty Deed
- Title Commitment
- Age Restrictive Covenant Exception

The Statement includes identification of public benefit to the Town of Erie and the Erie Village Design Guidelines consistent with the Town of Erie UDC Guidelines. The Conceptual Site Plan – precursor to the Site Plan, reflects the Sketch Plan reviewed by the Planning Commission and Board of Trustees. The Conceptual Plot Plan indicates lots, blocks, tracts, and easements envisioned for the Village Core.

The residential architecture has been augmented since the Sketch Plan review and includes additional SF home types and floorplans; and townhome floor plans. The Design Guidelines include commercial standards which design drawings will be submitted at the time of Site Plan submittal. The ALTA survey and Age Restrictive Covenant Exception are included for reference.

Information on the lots, blocks, tracts and easements is included on the Conceptual Plot Plan exhibit.

We look forward to working with you on this project.
Thank you.

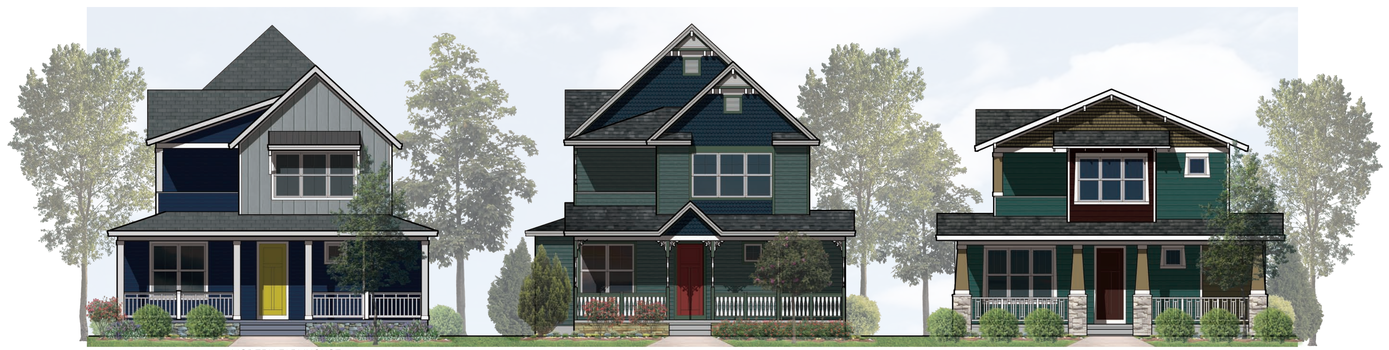
Jack Bestall, Principal
Bestall Collaborative Limited

720.810.6480 jack@bestallcollaborative.com PO Box 2223 Evergreen Colorado 80437

CRAFTSMAN

MODERN FARMHOUSE

SINGLE FAMILY DETACHED
hUTCH PLAN



MODERN FARMHOUSE

VICTORIAN

CRAFTSMAN

SINGLE FAMILY DETACHED
GIBSON PLAN

SINGLE FAMILY ATTACHED 6-PLEX

Job	16011
DATE	12 AUG 2019

1

Erie Village
FILING NO. 5
PORCHFRONT HOMES

osmosis
art and architecture
290 SECOND AVE | NIWOT, CO

MODERN FARMHOUSE

VICTORIAN

CRAFTSMAN

SINGLE FAMILY DETACHED
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MODERN FARMHOUSE

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Job	16011
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2

Erie Village
FILING NO. 5
PORCHFRONT HOMES

osmosis
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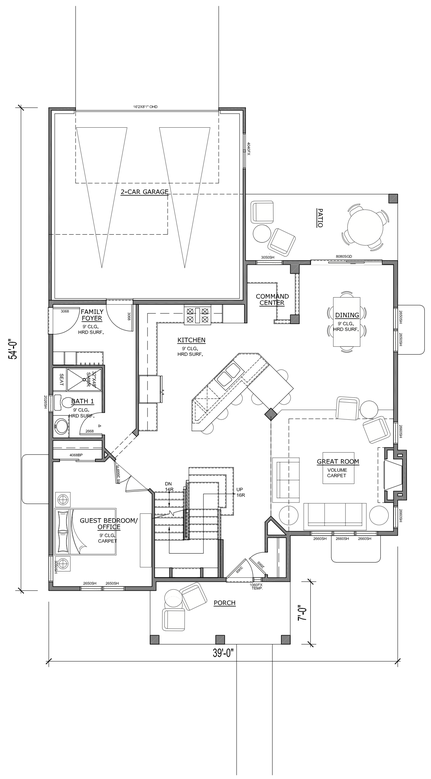
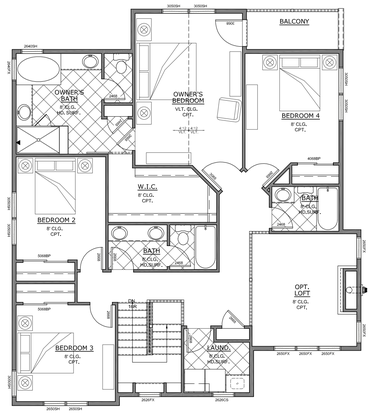
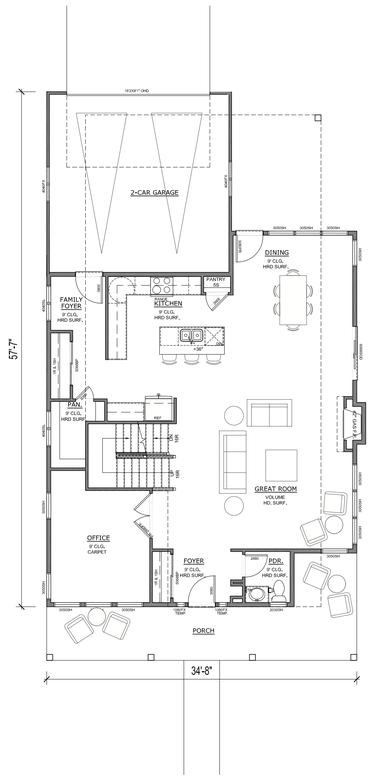
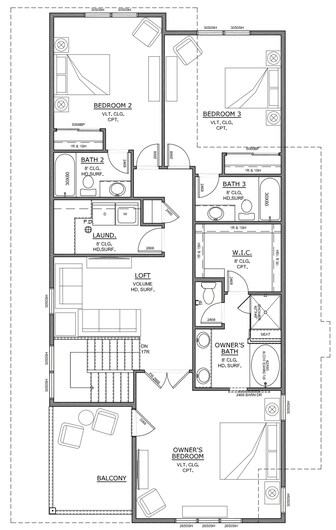
290 SECOND AVE | NIWOT, CO





SINGLE FAMILY DETACHED
HUTCH PLAN





SINGLE FAMILY DETACHED
GIBSON PLAN

Job	16011
DATE	12 AUG 2019

3

Erie Village
FILING NO. 5
PORCHFRONT HOMES

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REAR

SIDE

FRONT

SINGLE FAMILY ATTACHED 6-PLEX

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4

Erie Village
FILING NO. 5
PORCHFRONT HOMES

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UPPER LEVEL

MAIN LEVEL

ROWHOMES
GARDEN LEVEL

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Erie Village
FILING NO. 5
PORCHFRONT HOMES

Job	16011
DATE	12 AUG 2019

Bestall Collaborative Limited

Planning Environment Construction Management Development

January 20 2020

Mr. Chris Larue, Senior Planner
The Town of Erie
645 Holbrook St. P.O. Box 750 Erie, CO 80516

RE: Erie Village Filing 5 - PD Amendment 6: PDA 001107-2019
PD Amendment Submittal 1 Comment Response

Mr. Larue:

In response to the Town of Erie & agency comments from the review of the Erie Village Filing 5 Amendment 6 Submittal 1 – the PD Amendment plan set and statement letter have been revised and the following exhibits are provided with the resubmittal.

Paper Copies:

- 1 Copy: Updated written materials, 3 hole-punched for notebook.
- 1 Copy: Updated 11x17 plans tri-folded and 3-hole punched for notebook.
- 2 Copies: Updated 24x36 plan sets, rolled. For distribution to: Planning & Engineering

Digital Copies:

- 16 External Drives with PDF format of all revised submittal materials.

Response to Comments

A. Planning Comments. Respond to the redmarks on the PD Amendment 6 drawing set as discussed in the post DRT meeting with Planning Staff.

1. Sheet 1
   a. Title Block revisions: remove 'Filing No. 5; add 'Amendment No. 6'; remove 'including Outlot X – 70 lots – 13 tracts'; remove Planned Development – PD 2019XXXX', replace with 'PDA 001107-2019'.
      - *Response: Revised.*

   b. Remove Land Use, Tract and Open Space Charts.
      - *Response: Revised.*

   c. Remove Site Plan and Connectivity plans from Development Plan set
      - *Response: Revised.*
2. Sheet 2
   a. Title Block revisions: remove 'Filing No. 5; add 'Amendment No. 6'; remove 'including Outlot X – 70 lots – 13 tracts'; remove Planned Development – PD 2019XXXX', replace with 'PDA 001107-2019'.
      - *Response: Revised.*

   b. Remove 'tract identifications.
      - *Response: Revised.*

   c. Identify all streets and drives as private.
      - *Response: Revised.*

d. Remove aerial photo background.
   - *Response: Revised.*

3. Sheet 3
   a. Remove Sheet 3 with Connectivity Plan.
      - *Response: Revised.*
4. Sheet 4
   a. Title Block revisions: remove 'Filing No. 5; add 'Amendment No. 6'; remove 'including Outlot X – 70 lots – 13 tracts'; remove Planned Development – PD 2019XXXX', replace with 'PDA 001107-2019'.
      - *Response: Revised.*

   b. Revise street and driveway sections to conform with Erie Village or preferred private roadway designs for the Village Core in conformance with DRT engineering briefing discussion.
      - *Response: Revised.*

   c. Remove Dimensional Standards Summary Chart.
      - *Response: Revised.*
5. Sheet 5
   a. Combine with Sheet 4.
      - *Response: Revised.*

   b. Revise Standards to reflect more strict amendment of Filing 5 Amendment 5 Standards relying on Town of Erie Municipal Code UDC as required.
      - *Response: Erie Village Filing 5 Amendment 5 Standards revised to and augmented for Core area with authority given to UDC when not covered by Erie Village Standards.*

B. Erie Village Department of Public Works Comments. Respond to the redmarks on the PD Amendment 6 drawing set as discussed in the post DRT meeting with Planning Staff.

1. Conceptual Plot Plan shows drainage easement to be vacated. This easement has existing storm water infrastructure. The infrastructure shall be removed and relocated prior to vacation of the easement.
   - *Response: Noted.*

2. On the conceptual plot plan, there is an existing flared end section conveying runoff to Lot 5 shown. This stormwater will need to be re-routed
   - *Response: Noted.*

3. Alleys shown on the Conceptual Site Plan shall be 20' instead of 18' to meet IFC requirements. This will also be reflected in the December 2019 update of the Town's Standards and Specifications.
   - *Response: Revised.*

4. The two Local Roads shall be built to the Erie Village Local Road Standard Section or proposed by the project engineer. If the layout and sections proposed are to remain, all road shall be designated as private drives to be owned and maintained by the HOA/Metro District.
   - *Response: Revised – all roadways have been designated as private drive; and the street sections have been revised to match the Erie Village standard or fit the existing and planned conditions.*

5. Tract 9 along the garage frontages of the Townhomes shall be built paved to private alley standards.
    - *Response: Noted.*

6. The acceleration and deceleration lanes from County Line Road to Bixler Boulevard shall be evaluated with this project for conformance to current traffic conditions.
    - *Response: Noted.*

C. Felsburg Holt Ullevig-Traffic Engineering Comments. Response to traffic engineering comments.

1. The Cover Letter does not list any traffic analysis or documentation in the submittal materials.
    - *Response: Noted – Town of Erie did not require a traffic impact study as part of the PD Amendment submittal.*

2. The Land Use Application identifies the proposed land uses as 32 single-family homes, 38 townhomes, and 30,000 square feet of commercial uses. The site is currently zoned for senior assisted living.
    - *Response: Noted – the initial plan for the Erie Core was mixed-use with over 236,000sf of commercial and residential. The Town of Erie Comprehensive Plan identifies the parcel as mixed-use. The mix of uses are currently allowed as part of the senior assisted living PD zoning.*

3. The Statement describes the proposed action as a request to revise the senior assisted living use to mixed-use, as originally envisioned for Erie Village, and to remove the age-restrictive covenant.
    - *Response: Noted.*

4. The Development Plan shows the proposed internal roadway connections and non-motorized connectivity. Proposed access to Bixler Boulevard would be via local street connections which align appropriately with existing intersections. Sheet 4/5 shows typical cross-sections. Note that the Local Street shows minor variations from Town of Erie standards.
    - *Response: Noted – Town of Erie Public Works is allowing minor variations in the street sections as long as the roadways are owned and maintained as private.*

5. The Conceptual Site Plan is consistent with the Development Plan, with connection to Bixler Boulevard at Village Circle, Tyler Place, and Washburn Avenue. Landscape planning at these intersections will need to consider adequate sight distance for motorists entering Bixler from the site. No new accesses are proposed to County Line Road. Tract 9, a private drive, is shown as a landscaped tract, rather than a paved roadway. This should be corrected in future submittals.
    - *Response: Noted – Tract 9 is not indicated as a landscaped tract – it is indicated as a private drive.*

6. As previously mentioned, no traffic analyses or documentation were included in the submittal materials. The most recent Traffic Impact Study we have on file for this site is dated March 2004, entitled *Erie Village Commercial Development Traffic Impact Study*, by Matthew Delich. As this document is now over 15 years old, an updated analysis should be conducted to address traffic impacts due to the current proposed land uses. Identify any potential roadway and/or traffic control improvements at the two intersections of Bixler Boulevard at County Line Road.
    - *Response: Noted – a Traffic Impact Study will be provided with the the submittal of the Plat and Site Plan according to criteria provided by Town of Erie staff.*

D. Colorado Geological Survey Comment. Response to the Colorado Geological Survey comment.

1. CGS therefore has no objection to approval of the PD amendment as proposed.
    - *Response: Noted.*

E. Mountain View Fire Rescue Comments. Response to the Mountain View Fire Rescue comments.

1. Fire apparatus access roads must be a minimum of 20 feet to 26 feet in width depending on the proposed height of the buildings. Fire apparatus access roads must be designed and maintained to support the imposed loads of fire apparatus (75,000 pounds), must have a surface that provides all-weather driving capabilities, and must be free from obstructions. including locked gates
    - *Response: Noted.*

2. A minimum fire flow of 1,000 gallons per minute, measured at a residual pressure of 20 pounds per square inch, is required for one- and two-family dwellings not exceeding 3,600 gross square feet. All other buildings (including larger one- and two-family dwellings) require a minimum fire flow of 1,750 gallons per minute and may require more depending on the building size and type of construction.
    - *Response: Noted.*

3. Fire hydrants shall be spaced along fire apparatus access ways so that spacing between hydrants does not exceed 500 feet and a hydrant is located within 250 feet of the front property line of all lots. All fire hydrants and water mains must be approved and in service before combustible building materials are delivered to any lot.
    - *Response: Noted.*

4. Construction plans, showing the configuration of streets, emergency access roads (if applicable), the location of fire hydrants, the size of water mains and available fire flows must be submitted to the Fire District for review and approval.
    - *Response: Noted.*

Let me know if there are additional responses to questions or information needed.

Thank you.

Jack Bestall, Principal

Donald P. Ash, LLC
Professional Engineering and Development Services
5649 Pennsylvania Avenue • Boulder, Colorado 80303
Phone (303) 918-7859 - dash301@hotmail.com

Bestall Collaborative Limited
Planning Environment Construction Management Development

March 30, 2020

Mr. Chris Larue, Senior Planner
The Town of Erie
645 Holbrook St. P.O. Box 750 Erie, CO 80516

RE: Erie Village Filing 5 - PD Amendment 6: PDA 001107-2019
PD Amendment Submittal 2 Response to Comments

Mr. Larue:

In response to the Town of Erie & agency comments from the review of the Erie Village Filing 5 Amendment 6 Submittal 2 – the PD Amendment plan set and statement letter have been revised and the following exhibits are provided with the resubmittal.

Paper Copies:

- 1 Copy: Updated written materials, 3 hole-punched for notebook.
- 1 Copy: Updated 11x17 plans tri-folded and 3-hole punched for notebook.

Digital Copies:

- 4 External Drives with PDF format of all revised submittal materials.

Response to Comments

A. Planning Comments. Respond to the redmarks on the PD Amendment 6 drawing set as discussed in the meeting with Planning Staff.

1. Sheet 1
   a. Title Block revision: remove 'General Notes Chart'.
      - *Response: Revised.*

2. Sheet 2
   a. Remove PDA-07-003.
      - *Response: Revised.*

   b. In Applicability: add 'of Planning & Development'.
      - *Response: Revised.*

   c. Revise Side Setback text.
      - *Response: Revised.*

   d. Revise Minimum Architectural Standards text to include 'BPEVOAARC will mirror the original design guidelines'.
      - *Response: Revised.*

   e. Revised Permitted Uses section to 'consistent with UDC with exclusions'.
      - *Response: Revised.*

   f. Revise Residential Density to be in alignment with Concept Plan with flexibility.
      - *Response: Revised.*

   g. Revise Street Standards to 'private drives'.
      - *Response: Revised.*

h. Revise Parking standards to align with UDC 10.6.6.E.
   - *Response: Revised.*

i. Remove Walkways and Parks & Open Space.
   - *Response: Revised.*

j. Revise Common Area Maintenance – remove 'retirement community' add new association reference – Bixler Place at Erie Village Owners Association (BPEVOA).
   - *Response: Revised.*

k. Revise Townhome section Setback Standards and refer to as 'Filing 5'.
   - *Response: Revised.*

3. Sheet 3
   a. Revise to refer to 'Private Drives' combine on same sheet with current PD Street standards.
      - *Response: Revised.*
4. Sheet 4
   a. Place Concept Plan in Filing 5 location on original/current plan.
      - *Response: Revised.*

   b. Revise street and driveway sections to conform with Erie Village or preferred private roadway designs for the Village Core in conformance with DRT engineering briefing discussion.
      - *Response: Revised.*

   c. Remove Dimensional Standards Summary Chart.
      - *Response: Revised.*
5. Sheet 5
   a. Combine with Sheet 4.
      - *Response: Revised.*

B. Erie Village Department of Public Works Comments.
   1. No further comments at this time.
      - *Response: Noted.*

C. Felsburg Holt Ullevig-Traffic Engineering Comments.
   1. No further comments at this time.
      - *Response: Noted.*

D. Colorado Geological Survey Comment.
   1. CGS therefore has no objection to approval of the PD amendment as proposed.
      - *Response: Noted.*

E. Mountain View Fire Rescue Comments.
   1. No further comments at this time.
      - *Response: Noted.*

F. Town of Erie Parks & Open Space.
   1. We have reviewed this application and find no conflicts with our interests. The spine trail route along County Line Road will be reviewed as part of the preliminary/final plat process.
      - *Response: Noted.*

G. Mile High Flood Control District.
   1. No further comments.
      - *Response: Noted.*

H. Regional Transportation District
   1. No comments.
      - *Response: Noted.*

I. United Power, Inc.
   1. Out of Service - no comment.
      - *Response: Noted.*

Let me know if there are additional responses to questions or information needed.

Thank you.

Jack Bestall, Principal

Donald P. Ash, LLC
Professional Engineering and Development Services
5649 Pennsylvania Avenue • Boulder, Colorado 80303
Phone (303) 918-7859 - dash301@hotmail.com

First American Commitment	ALTA Commitment for Title Insurance ISSUED BY **First American Title Insurance Company** File No: 5551-3248829

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I—Requirements; and
(f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  (i) comply with the Schedule B, Part I—Requirements;
  (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  (iii) acquire the Title or create the Mortgage covered by this Commitment.
(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds $100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

A. **That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and**
B. **That such mineral estate may include the right to enter and use the property without the surface owner's permission.**

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

A. **The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.**
B. **No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.**
C. **The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.**
D. **The Company must receive payment of the appropriate premium**.
E. **If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the**

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requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of an ALTA Closing Protection Letter which may, upon request, be provided to certain parties to the transaction identified in the commitment.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

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Transaction Identification Data for reference only:
Issuing Agent: First American Title Insurance Company
Issuing Office: 7887 East Belleview Avenue, Ste 170
Englewood, CO 80111

Commitment No.: 5551-3248829 Issuing Office File No.: 5551-3248829
Property Address: 0 E County Line Road, Erie, CO 80516
Revision No.: **1 - updated effective date, added exception 37**

SCHEDULE A

1. Commitment Date: September 30, 2019 8:00 AM
2. Policies to be issued:
   (a) ☒ ALTA® Owner's Policy (6-17-06)
   Proposed Insured:TBD
   Proposed Policy Amount: $1,750,000.00
   (b) ☐ ALTA® Loan Policy (6-17-06)
   Proposed Insured:
   Proposed Policy Amount: $
3. The estate or interest in the Land described or referred to in this Commitment is

   Fee Simple
4. The Title is, at the Commitment Date, vested in: Porchfront Homes at Erie Village, LLC, a Colorado limited liability company
5. The Land is described as follows:

   See Exhibit "A" attached hereto and made a part hereof

Premiums:

Owner's Policy: $ 1,871.00 (50% Reissue Rate)
Lender's Policy: $
Tax Certificate Fee: $
Endorsement(s): $

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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Commitment No.: 5551-3248829

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.

6. Evidence that all assessments for common expenses, if any, have been paid.

7. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.

8. Warranty Deed sufficient to convey the fee simple estate or interest in the land described or referred to herein, to the Proposed Insured, Schedule A, Item 2A.

   NOTE: Statement of Authority recorded May 7, 2012 at Reception No. 3220972, discloses that Mary Coonce, Manager is/are authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of Porchfront Homes at Erie Village, LLC, a Colorado limited liability company.

9. Full release of the Deed of Trust from Porchfront Homes at Erie Village, LLC, a Colorado limited liability company to secure an indebtedness in the principal sum of $1,500,000.00, and any other amounts and/or obligations secured thereby, dated June 7, 2018 and recorded June 8, 2018 at Reception No. 3659640.

   Trustee: Public Trustee of Boulder County
   Beneficiary: Annutt Properties LLC, a Colorado limited liability company

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NOTE: This Commitment is subject to such further Exceptions and Requirements as may appear necessary when the instruments called for above have been recorded and the name of the Grantee has been disclosed.

NOTE: The following conveyance(s) have been recorded within the last 24 months:

Special Warranty Deed recorded June 8, 2018 at Reception No. 3659639.

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Commitment No.: 5551-3248829

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

2. Easements, or claims of easements, not shown by the Public Records.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.

4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.

5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

   Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.

6. Any and all unpaid taxes, assessments and unredeemed tax sales.

7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.

8. Any water rights, claims of title to water, in, on or under the Land.

9. Reservations as contained in the United States Patent granted to Johnson Miller, dated December 13, 1876, Document No. 819, Misc. Doc. No. 1414.

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10. An Oil and Gas Lease, executed by Ruth E. Bixler and Virginia B. Johnson as Lessor(s) and by Amoco Production Company as Lessee(s) for a primary term of 3 years, dated June 6, 1977, recorded June 27, 1977 at Reception No. 229368; and any and all assignments thereof or interests therein.

    NOTE: Matters affecting the present interest of the lessor or lessee are not shown herein.

    NOTE: Declaration of Unitization recorded May 2, 1980 at Reception No. 394038 and Amendment recorded September 14, 1992 at Reception No. 1219224.

    NOTE: Affidavits of Production recorded March 9, 2011 at Reception Nos. 3137258 and 3137261.

    NOTE: Wellbore Specific Declaration of Pooling recorded February 5, 2013 at Reception No. 3287557.

11. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Right of Way Agreement recorded July 8, 1985 at Reception No. 698467 and re-recorded November 12, 1985 at Reception No. 725442.

12. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Notice of General Description of Area served by Panhandle Eastern Pipe Lind Company concerning underground facilities pursuant to C.R.S. Sec. 9-1.5-103 (1) (1981) recorded June 25, 1986 at Reception No. 768891.

13. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Annexation Ordinance No. 448 recorded April 26, 1994 at Reception No. 1420288 and Annexation Plat recorded April 26, 1994 at Reception No. 1420289.

14. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Annexation Agreement recorded April 26, 2005 at Reception No. 1420290 and First Amendment recorded August 16, 2005 at Reception No. 2713718.

15. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Erie Village Subdivision Improvement Agreement recorded July 24, 1996 at Reception No. 1627735 and First Amendment recorded June 10, 2008 at Reception No. 2935227.

16. Notes and easements as shown on the Plat of Erie Village, First Filing recorded July 24, 1996 at Reception No. 1627736.

17. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Dry-Up Covenant recorded September 6, 1996 at Reception No. 1640352.

18. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Notices of Right to Use Surface of Lands recorded January 9, 1998 at Reception No. 1761801 and recorded June 3, 2002 at Reception No. 2292885.

19. Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded August 18, 1998 at Reception No. 1836936 and Amendments recorded September 25, 1998

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at Reception No. 1852647 and recorded July 6, 2001 at Reception No. 2170399 and any and all amendments and/or supplements thereto.

20. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Public Improvements Cost Sharing and Security Agreements recorded October 9, 1998 at Reception No. 1858286 and recorded November 25, 1998 at Reception No. 1874842.

21. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Ordinance No. 616 recorded February 8, 1999 at Reception No. 1903167.

22. Notes and easements as shown on the Plat of Erie Village, Fifth Filing recorded February 8, 1999 at Reception No. 1903172.

23. Easements, conditions, covenants, restrictions, reservations and notes on the Erie Village Development Plan Map recorded September 9, 1999 at Reception No. 1979726 and Amendments recorded October 1, 2001 at Reception No. 2202407 and recorded December 16, 2005 at Reception No. 2744996 and recorded June 10, 2008 at Reception No. 2935226.

24. Any tax, lien, fee, or assessment by reason of inclusion in the Northern Colorado Water Conservancy District, as evidenced by instrument recorded August 1, 2000 at Reception No. 2065802.

25. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Ordinances approving Erie Village Amendments to Development Plan recorded May 29, 2001 at Reception Nos. 2154226 and 2154227.

26. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Minerals Interests recorded December 11, 2001 at Reception No. 2230415 and recorded July 9, 2002 at Reception No. 2305663 and recorded August 19, 2004 at Reception No. 2619482 and recorded July 25, 2005 at Reception No. 2706681 and recorded December 21, 2007 at Reception No. 2900941.

27. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Covenant and Agreement recorded November 26, 2002 at Reception No. 2362630.

28. Notes and easements as shown on the Plat of Erie Village Fifth Filing Replat A recorded December 16, 2005 at Reception No. 2744998.

    (Affects Parcels A and C).

29. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Grant of Determinable Easement Agreement recorded January 27, 2006 at Reception No. 2753294.

    (Affects Parcel B).

30. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Corrected Request for Notification of Surface Development recorded May 10, 2006 at Reception No. 2775746.

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31. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Request for Notification (Mineral Estate Owner) recorded December 21, 2007 at Reception No. 2900941.

32. The effect of the map of Erie Village Planned Development "PD" Development Plan, Fifth Amendment recorded June 10, 2008 at Reception No. 2935226.

33. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Restrictive Covenant Erie Village Filing 5 recorded June 10, 2008 at Reception No. 2935228.

    (Affects A and C).

34. Conveyance of all Mineral rights appurtenant to the real property as evidenced in Quit Claim Deed recorded June 10, 2009 at Reception No. 3006434 and recorded June 10, 2009 at Reception No. 3006433.

    (Affects Parcels A and C).

35. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Grant of Easement recorded August 2, 2016 at Reception No. 3534406.

    (Affects Parcel C).

36. Reservations as contained in Special Warranty Deed recorded June 8, 2018 at Reception No. 3659639.

37. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Amended Request for Notification of Surface Development recorded July 8, 2019 at Reception No. 03722532.

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File No.: 5551-3248829

The Land referred to herein below is situated in the County of Boulder, State of Colorado, and is described as follows:

PARCEL A:

BLOCKS 17 THROUGH 24, INCLUSIVE AND BLOCKS 26 AND 27, TOGETHER WITH OUTLOTS P, Q, R, S, T, U, W AND Z, ERIE VILLAGE FIFTH FILING REPLAT A, COUNTY OF BOULDER, STATE OF COLORADO.

PARCEL B:

OUTLOT X, ERIE VILLAGE FIFTH FILING, COUNTY OF BOULDER, STATE OF COLORADO.

PARCEL C:

OUTLOT V, ERIE VILLAGE FIFTH FILING REPLAT A, COUNTY OF BOULDER, STATE OF COLORADO.

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ALTA/NSPS LAND TITLE SURVEY

BLOCKS 17, 18, 19, 20, 21, 22, 23, 24, 26 & 27, TOGETHER WITH OUTLOTS P, Q, R, S, T, U, V, W & Z, ERIE VILLAGE 5TH FILING–REPLAT A & OUTLOT X, ERIE VILLAGE 5TH FILING, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

TOTAL AREA = 645,676 SQ FT, OR 14.82 ACRES, MORE OR LESS

SHEET 1 OF 5

Parcel Description

(PROVIDED BY LAND TITLE GUARANTEE COMPANY)
DEED RECORDED ON 06/08/2018 AT REC. NO. 03659639

PARCEL A:

BLOCKS 17 THROUGH 24, INCLUSIVE AND BLOCKS 26 AND 27, TOGETHER WITH OUTLOTS P, Q, R, S, T, U, W, AND Z, ERIE VILLAGE FIFTH FILING REPLAT A, COUNTY OF BOULDER, STATE OF COLORADO.

PARCEL B:

OUTLOT X, ERIE VILLAGE FIFTH FILING, COUNTY OF BOULDER, STATE OF COLORADO.

PARCEL C:

OUTLOT V, ERIE VILLAGE FIFTH FILING REPLAT A, COUNTY OF BOULDER, STATE OF COLORADO.

Vicinity Map

NOT TO SCALE

Notes

1. LAND TITLE GUARANTEE COMPANY COMMITMENT NUMBER OX70552461.2585167 JUNE 08, 2018 AT 5:00 P.M., WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS–OF–WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.

2. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

3. THIS ALTA/NSPS LAND TITLE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF PORCHFRONT HOMES, LLC., OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AND LAND TITLE GUARANTEE COMPANY, NAMED IN THE STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.

4. THIS SURVEY IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.

5. BASIS OF BEARINGS: GPS DERIVED BEARINGS BASED ON A BEARING OF N00°20'50"W ALONG THE EAST LINE OF SECTION 12, BETWEEN A FOUND 2 1/2" ALUMINUM CAP IN RANGE BOX, BEING THE SOUTHEAST QUARTER CORNER SECTION 12, AS DESCRIBED IN MONUMENT RECORD DATED NOVEMBER 30, 2016 AND A FOUND 2 1/2" ALUMINUM CAP IN RANGE BOX, BEING THE EAST QUARTER CORNER SECTION 12, AS DESCRIBED IN MONUMENT RECORD DATED NOVEMBER 30, 2016 AS SHOWN HEREON. COLORADO STATE PLANE COORDINATE SYSTEM, 0501 ZONE, NORTH AMERICAN DATUM 1983 (NAD83). ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

6. WITH REGARD TO TABLE A, ITEM 11, SOURCE INFORMATION FROM PLANS AND MARKINGS HAVE BEEN COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.IV. TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. A PRIVATE UTILITY LOCATER WAS HIRED FOR THE PREPARATION OF THIS SURVEY. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES AND STRUCTURES. ALL UNDERGROUND UTILITIES MUST BE FIELD LOCATED BY THE APPROPRIATE AGENCY OR UTILITY COMPANY PRIOR TO ANY EXCAVATION, PURSUANT TO C.R.S. SEC. 9–1.5–103. (ALTA/NSPS LAND TITLE SURVEY TABLE A, OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, ITEM 11)

7. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18–4–508. WHOEVER WILLFULLY DESTROYS, DEFACES, CHANGES, OR REMOVES TO ANOTHER PLACE ANY SECTION CORNER, QUARTER–SECTION CORNER, OR MEANDER POST, ON ANY GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY TREE BLAZED TO MARK THE LINE OF A GOVERNMENT SURVEY, OR WILLFULLY DEFACES, CHANGES, OR REMOVES ANY MONUMENT OR BENCH MARK OF ANY GOVERNMENT SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR BOTH. 18 U.S.C. § 1858.

8. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.

9. THE CONTOURS REPRESENTED HEREON WERE INTERPOLATED BY AUTOCAD CIVIL 3D (DIGITAL TERRAIN MODELING) SOFTWARE BETWEEN ACTUAL MEASURED SPOT ELEVATIONS. DEPENDING ON THE DISTANCE FROM A MEASURED SPOT ELEVATION AND LOCAL VARIATIONS IN TOPOGRAPHY, THE CONTOUR SHOWN MAY NOT BE AN EXACT REPRESENTATION OF THE SITE TOPOGRAPHY. THE PURPOSE OF THIS TOPOGRAPHIC MAP IS FOR SITE EVALUATION AND TO SHOW SURFACE DRAINAGE FEATURES. ADDITIONAL TOPOGRAPHIC OBSERVATIONS MAY BE NECESSARY IN SPECIFIC AREAS OF DESIGN. TOPOGRAPHY SHOWN HEREON COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS.

10. BENCHMARK INFORMATION: A GPS DERIVED ELEVATION WAS ESTABLISHED AT AN ONSITE BENCHMARK NEAR THE NORTHEAST CORNER OF OUTLOT Z, BEING A SET MAGNAIL WITH AN ELEVATION OF 5002.98 FEET. A CHECK SHOT WAS TAKEN ON CITY AND COUNTY OF BROOMFIELD BENCHMARK LUCY, BEING A BROOMFIELD DISK ON A #5 REBAR LOCATED 4.7 MILES FROM SITE, WITH A PUBLISHED ELEVATION OF 5297.00 FEET (NAVD88). NO DIFFERENTIAL LEVELING WAS PERFORMED TO ESTABLISH THIS ELEVATION.

11. SUBSURFACE BUILDINGS, IMPROVEMENTS OR STRUCTURES ARE NOT NECESSARILY SHOWN. BUILDINGS AND OTHER IMPROVEMENTS OR STRUCTURES ON ADJACENT PROPERTIES THAT ARE MORE THAN FIVE (5) FEET FROM ANY OF THE PROPERTY LINES OF THE SUBJECT PROPERTY ARE NOT NECESSARILY SHOWN.

12. FLOOD INFORMATION: THE SUBJECT PROPERTY IS LOCATED IN ZONE X UNSHADED, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AND/OR ZONE D, AREAS IN WHICH FLOOD HAZARDS ARE UNDETERMINED, BUT POSSIBLE, ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP; COMMUNITY–PANEL NO. 08013C–0441 J, DATED DECEMBER 18, 2012. THE MAP DOES NOT DIFFERENTIATE BETWEEN ZONE X UNSHADED AND ZONE D. FLOOD INFORMATION IS SUBJECT TO CHANGE (ALTA/NSPS LAND TITLE SURVEY TABLE A, OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, ITEM 3).

13. DATES OF FIELDWORK: AUGUST 9, 10, 11, 13, 2017 (CREW CHIEF J. FOWLER) AND JULY 19, 2018 (J. HANNAHOE).

14. THE WORD "CERTIFY" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

15. THE TOTAL AREA OF THE SUBJECT PROPERTY IS 645,676 SQ. FT. OR 14.82 ACRES, MORE OR LESS. AREA AS SHOWN HEREON IS A RESULTANT FACTOR, NOT A DETERMINATIVE FACTOR, AND MAY CHANGE SIGNIFICANTLY WITH MINOR VARIATIONS IN FIELD MEASUREMENTS OR THE SOFTWARE USED TO PERFORM THE CALCULATIONS. FOR THIS REASON, THE AREA IS SHOWN AS A "MORE OR LESS" FIGURE, AND IS NOT TO BE RELIED UPON AS AN ACCURATE FACTOR FOR REAL ESTATE SALES PURPOSES (ALTA/NSPS LAND TITLE SURVEY TABLE A, OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, ITEM 4).

16. THE FOLLOWING DOCUMENTS ARE MENTIONED IN THE ABOVE REFERENCED TITLE DOCUMENT AND ARE SHOWN GRAPHICALLY HEREON. THE FOLLOWING LIST CONTAINS THE TITLE DOCUMENT EXCEPTION NUMBER, DATE RECORDED, RECEPTION NUMBER AND/OR BOOK AND PAGE.

#11	JUL. 08, 1985	REC. NO. 698467	PIPELINE RIGHT–OF–WAY AGREEMENT
	NOV. 12, 1985	REC. NO. 725442	RE–RECORDED PIPELINE RIGHT–OF–WAY AGREEMENT
#17	JUL. 24, 1996	REC. NO. 01627736	ESMTS & CONDITIONS OF THE PLAT OF ERIE VILLAGE, FIRST FILING
#23	FEB. 08, 1999	REC. NO. 1903172	ESMTS & CONDITIONS OF THE PLAT OF ERIE VILLAGE, FIFTH FILING
#24	SEP. 09, 1999	REC. NO. 1979726	EASEMENT AND CONDITIONS OF ERIE VILLAGE PLAN MAP
	OCT. 01, 2001	REC. NO. 2202407	AMENDMENT OF ERIE VILLAGE PLAN MAP
	DEC. 16, 2005	REC. NO. 2744996	AMENDMENT OF ERIE VILLAGE PLAN MAP
	JUN. 10, 2008	REC. NO. 2935226	AMENDMENT OF ERIE VILLAGE PLAN MAP
#30	DEC. 16, 2005	REC. NO. 2744998	CONDITIONS OF THE PLAT OF ERIE VILLAGE, FIFTH FILING REPLAT A. (AFFECTS PARCEL A)

17. THE FOLLOWING DOCUMENTS ARE MENTIONED IN THE ABOVE REFERENCED TITLE DOCUMENT AND APPEAR TO AFFECT THE SUBJECT PROPERTY BUT CANNOT BE SHOWN GRAPHICALLY. THE FOLLOWING LIST CONTAINS THE TITLE DOCUMENT EXCEPTION NUMBER, DATE RECORDED, RECEPTION NUMBER AND/OR BOOK AND PAGE.

#8	DEC. 16, 1876	ESI. 28080143	HOMESTEAD CERTIFICATE
#9	DEC. 17, 1952	BOOK 919, PAGE 15	OIL AND GAS LEASE
#10	JUN. 27, 1977	REC. NO. 229368	OIL AND GAS LEASE
	MAY 02, 1980	REC. NO. 394038	DECLARATION OF UNITIZATION
	SEP. 14, 1992	REC. NO. 01219224	AMENDMENT TO DECLARATION OF UNITIZATION
	MAR. 09, 2011	REC. NO. 03137258	AFFIDAVITS OF PRODUCTION
	MAR. 09, 2011	REC. NO. 03137261	AFFIDAVITS OF PRODUCTION
	FEB. 05, 2013	REC. NO. 03287557	WELLBORE SPECIFIC DECLARATION OF POOLING
#12	JUN. 25, 1986	REC. NO. 00768891	UNDERGROUND FACILITY CONDITIONS AND OBLIGATIONS
#13	APR. 26, 1994	REC. NO. 01420288	TERMS AND CONDITIONS OF ANNEXATION ORDINANCE NO. 448
	APR. 26, 1994	REC. NO. 01420293	TERMS AND CONDITIONS OF ANNEXATION PLAT
#14	APR. 26, 1994	REC. NO. 01420289	TERMS AND CONDITIONS OF ZONING ORDINANCE NO. 449
#15	APR. 26, 1994	REC. NO. 01420290	TERMS AND CONDITIONS OF ANNEXATION AGREEMENT
	AUG. 16, 2005	REC. NO. 2713718	FIRST AMENDMENT OF ANNEXATION AGREEMENT
#16	JUL. 24, 1996	REC. NO. 1627735	SUBDIVISION IMPROVEMENT AGREEMENT
	JUN. 10, 2008	REC. NO. 2935227	FIRST AMENDMENT OF SUBDIVISION IMPROVEMENT AGREEMENT
#18	SEP. 06, 1996	REC. NO. 01640352	DRY–UP COVENANT
#19	JAN. 09, 1998	REC. NO. 1761801	NOTICES OF RIGHT TO USE SURFACE OF LANDS
	JUN. 03. 2002	REC. NO. 2292885	NOTICES OF RIGHT TO USE SURFACE OF LANDS
#20	AUG. 18, 1998	REC. NO. 1836936	COVENANTS AND RESTRICTIONS
	SEP. 25, 1998	REC. NO. 1852647	AMENDMENTS TO COVENANTS AND RESTRICTIONS
	JUL. 06, 2001	REC. NO. 2170399	AMENDMENTS TO COVENANTS AND RESTRICTIONS
#21	OCT. 09, 1998	REC. NO. 1858286	TERMS AND CONDITIONS OF COST SHARING AGREEMENT
	NOV. 25, 1998	REC. NO. 1874842	TERMS AND CONDITIONS OF COST SHARING AGREEMENT
#22	FEB. 08, 1999	REC. NO. 1903167	TERMS AND CONDITIONS OF ORDINANCE NO. 616 FINAL PLAT APPROVAL
#24	SEP. 09, 1999	REC. NO. 1979726	EASEMENT AND CONDITIONS OF ERIE VILLAGE PLAN MAP
	OCT. 01, 2001	REC. NO. 2202407	AMENDMENT OF ERIE VILLAGE PLAN MAP
	OCT. 16, 2005	REC. NO. 2744996	AMENDMENT OF ERIE VILLAGE PLAN MAP
	JUN. 10, 2008	REC. NO. 2935226	AMENDMENT OF ERIE VILLAGE PLAN MAP
#25	MAY 29, 2001	REC. NO. 2154226	TERMS AND CONDITIONS OF DEVELOPMENT PLAN
	MAY 29, 2001	REC. NO. 2154227	TERMS AND CONDITIONS OF DEVELOPMENT PLAN
#26	AUG. 01, 2000	REC. NO. 2065802	TAX, LIEN, FEE, OR ASSESSMENT IN NORTHERN COLORADO WATER CONSERVANCY DISTRICT.
#27	NOV. 26, 2002	REC. NO. 2362630	TERMS AND CONDITIONS IN AGREEMENT FOR AGRICULTURAL LAND USE
#28	MAR. 13, 2003	REC. NO. 2411969	PARK AND LANDSCAPE CONSTRUCTION LETTER OF AGREEMENT
#29	DEC. 11, 2001	REC. NO. 2230415	TERMS AND CONDITIONS AS TO MINERAL INTERESTS
	JUL. 09, 2002	REC. NO. 2305663	TERMS AND CONDITIONS AS TO MINERAL INTERESTS
	AUG. 19, 2004	REC. NO. 2619482	TERMS AND CONDITIONS AS TO MINERAL INTERESTS
	JUL. 25, 2005	REC. NO. 2706681	TERMS AND CONDITIONS AS TO MINERAL INTERESTS
	DEC. 21, 2007	REC. NO. 2900941	TERMS AND CONDITIONS AS TO MINERAL INTERESTS
#31	MAY 10, 2006	REC. NO. 2775746	REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT
#36	SEP. 09, 2018	ESI 35747120	ALTA/NSPS LAND TITLE SURVEY
#37	JUN. 08, 2018	REC. NO. 3659639	SPECIAL WARRANTY DEED
#38	JUN. 08, 2018	REC. NO. 3659640	DEED OF TRUST
(AFFECTS ALL PARCELS)			
#32	JAN. 27, 2006	REC. NO. 2753294	GRANT OF DETERMINABLE EASEMENT AGREEMENT
(AFFECTS PARCEL B)			
#33	JUN. 10, 2008	REC. NO. 2935228	RESTRICTIVE COVENANT
#34	JUN. 10, 2009	REC. NO. 03006434	CONVEYANCE OF MINERAL RIGHTS
	JUN. 10, 2009	REC. NO. 03006433	CONVEYANCE OF MINERAL RIGHTS
(AFFECTS PARCEL A & C)			
#35	AUG. 02, 2016	REC. NO. 03534406	GRANT OF PERPETUAL NON–EXCLUSIVE ACCESS, PARKING, TRASH ENCLOSURE UTILITY EQUIPMENT, LIGHTING AND LANDSCAPING, USE, OPERATION AND ENJOYMENT EASEMENT OF OUTLOT V.
(AFFECTS PARCEL C)			

18. THE FOLLOWING DOCUMENTS ARE MENTIONED IN THE ABOVE REFERENCED TITLE DOCUMENT AND ARE ILLEGIBLE. THE FOLLOWING LIST CONTAINS THE TITLE DOCUMENT EXCEPTION NUMBER, DATE RECORDED, RECEPTION NUMBER AND/OR BOOK AND PAGE.
    #35 AUG. 02, 2016 REC. NO. 03534406 GRANT OF ESMT

19. FENCES ARE NOT COINCIDENT WITH THE LOT LINES AS SHOWN ON SHEET 5 OF 5.

20. ALTA/NSPS LAND TITLE SURVEY STORED AS ESI 35747120 AND REFERENCED IN TITLE COMMITMENT EXCEPTION 36 WAS CONSIDERED IN THE PREPARATION OF THIS SURVEY.

21. THE AIR CONDITIONING UNITS AND ELECTRIC TRANSFORMER ASSOCIATED WITH THE BUILDING ON BLOCK 25 ARE LOCATED ON OUTLOT V AS SHOWN ON SHEET 4 OF 5.

Surveyor's Certificate

TO PORCHFRONT HOMES, LLC., OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AND LAND TITLE GUARANTEE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5 AND 11 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON JULY 19, 2018.

PURSUANT TO COLORADO STATE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE UNDERSIGNED FURTHER CERTIFIES THAT THIS MAP OR PLAT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

JOHN B. GUYTON COLORADO P.L.S. #16406
CHAIRMAN & CEO, FLATIRONS, INC.

WORKING COPY ONLY ONLY FINAL VERSION
DRAFT

Depositing Certificate

SUBMITTED TO BOULDER COUNTY LAND USE FOR RECORDING ON THIS ____
DAY OF _____, 20__.

DATE	REVISION
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ALTA/NSPS LAND TITLE SURVEY
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PORCHFRONT HOMES
&
Others (See Note 3)

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JOB NUMBER: 17–70,166.1
DATE: 07–23–2018
DRAWN BY: J. HEYWORTH
CHECKED BY: TDH/BOL/SB

SHEET 1 OF 5

BY:JKUBE FILE:70166.1-ALTA-C19 (V3).DWG DATE:7/30/2018 1:34 PM

ALTA/NSPS LAND TITLE SURVEY

BLOCKS 17, 18, 19, 20, 21, 22, 23, 24, 26 & 27, TOGETHER WITH OUTLOTS P, Q, R, S, T, U, V, W & Z, ERIE VILLAGE 5TH FILING–REPLAT A & OUTLOT X, ERIE VILLAGE 5TH FILING, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

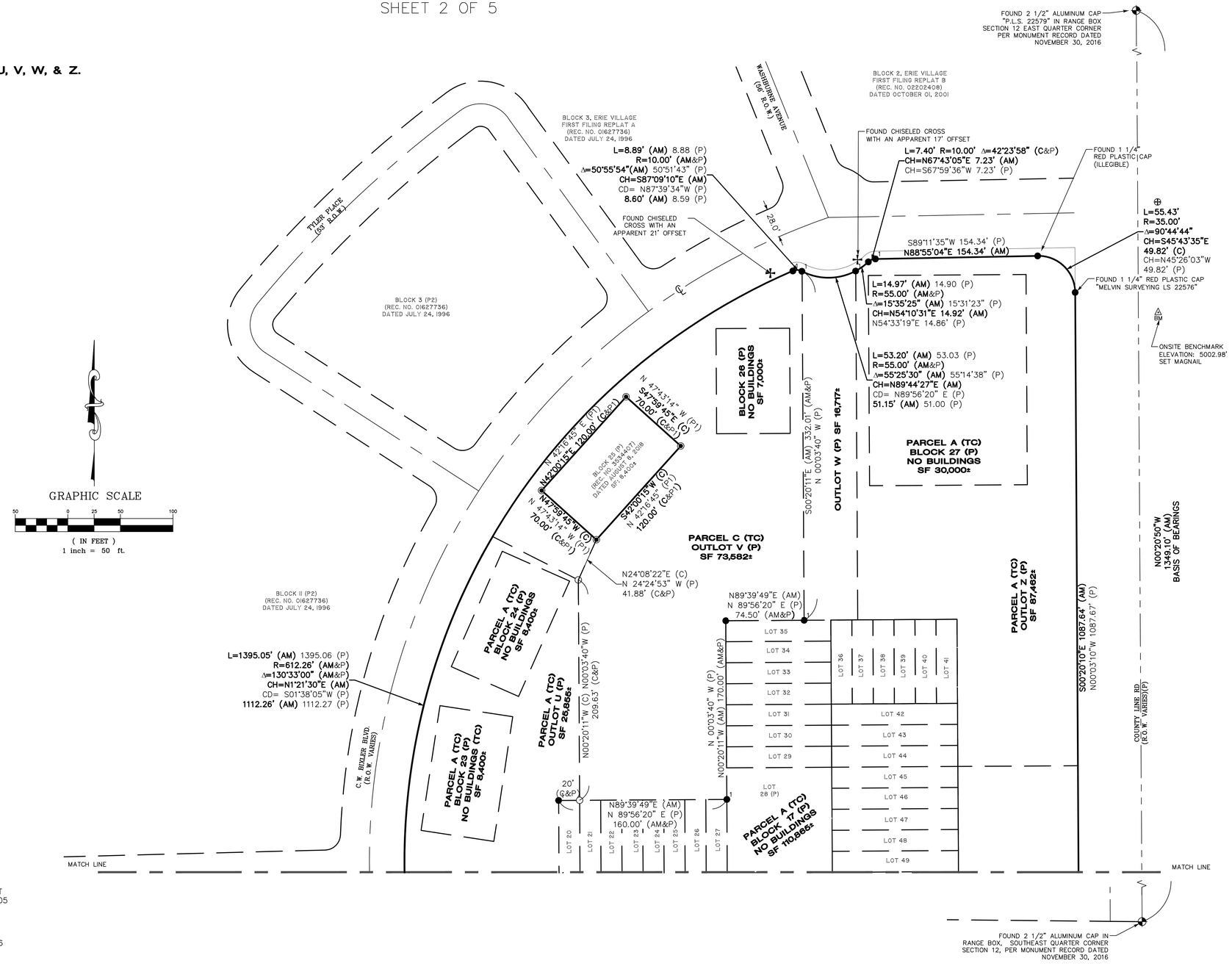
SHEET 2 OF 5

Parcel A & C Boundary Closure Report
Blocks 17-24, 26 & 27 and Outlots P, Q R, S, T, U, V, W, & Z.

LENGTH: 1395.05'	RADIUS: 612.26'	DELTA: 130°33'00"
CHORD: 1112.26'	COURSE: N01°21'30"E	
LENGTH: 8.89'	RADIUS: 10.00'	DELTA: 050°55'54"
CHORD: 8.60'	COURSE: S87°09'10"E	
LENGTH: 53.20'	RADIUS: 55.00'	DELTA: 055°25'30"
CHORD: 51.15'	COURSE: N89°44'27"E	
LENGTH: 14.97'	RADIUS: 55.00'	DELTA: 015°35'25"
CHORD: 14.92'	COURSE: N54°10'31"E	
LENGTH: 7.40'	RADIUS: 10.00'	DELTA: 042°23'58"
CHORD: 7.23'	COURSE: N67°43'05"E	
COURSE: N88°55'04"E	LENGTH: 154.34'	
LENGTH: 55.43'	RADIUS: 35.00'	DELTA: 090°44'44"
CHORD: 49.82'	COURSE: S45°43'35"E	
COURSE: S00°20'10"E	LENGTH: 1087.64'	
LENGTH: 55.54'	RADIUS: 35.00'	DELTA: 090°55'28"
CHORD: 49.90'	COURSE: S45°07'33"W	
COURSE: N89°24'43"W	LENGTH: 139.23'	
LENGTH: 33.94'	RADIUS: 295.00'	DELTA: 006°35'29"
CHORD: 33.92'	COURSE: N86°06'58"W	
LENGTH: 52.33'	RADIUS: 295.00'	DELTA: 010°09'47"
CHORD: 52.26'	COURSE: N77°44'20"W	

PERIMETER: 3102.98' AREA: 611140 SQ. FT.
ERROR CLOSURE: 0.00 COURSE: N52°08'47"W
ERROR NORTH: 0.002 EAST: −0.002

PRECISION 1: 3102970000



Legend

- FOUND ALIQUOT MONUMENT AS DESCRIBED
- FOUND CHISELED CROSS
- FOUND MONUMENT AS DESCRIBED
- FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP "FLATIRONS SURV 16406"
- FOUND BRASS TAG AS DESCRIBED
- SET TEMPORARY BENCHMARK AS DESCRIBED
- SET #5 REBAR WITH 1 1/2" ALUMINUM CAP "FLATIRONS SURV 16406"
- CALCULATED POSITION (NOT FOUND OR SET)
- (AM) AS MEASURED AT TIME OF SURVEY
- (C) CALCULATED FROM RECORD AND AS MEASURED INFORMATION
- (P) AS PER THE PLAT OF ERIE VILLAGE, FIFTH FILING REPLAT A AT RECEPTION NO. 2744998 DATED DECEMBER 16, 2005
- (P1) AS PER THE PLAT OF ERIE VILLAGE, FIFTH FILING AT RECEPTION NO. 1903172 DATED FEBRUARY 08, 1999
- (P2) AS PER THE PLAT OF ERIE VILLAGE, FIRST FILING FINAL PLAT AT RECEPTION NO. 01627736 DATED JULY 24, 1996

REVISION	DATE
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ALTA/NSPS LAND TITLE SURVEY
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JOB NUMBER:	17-70,166.1
DATE:	07-25-2018
DRAWN BY:	J. HEYWORTH
CHECKED BY:	TDH/BOL/SB

SHEET 2 OF 5

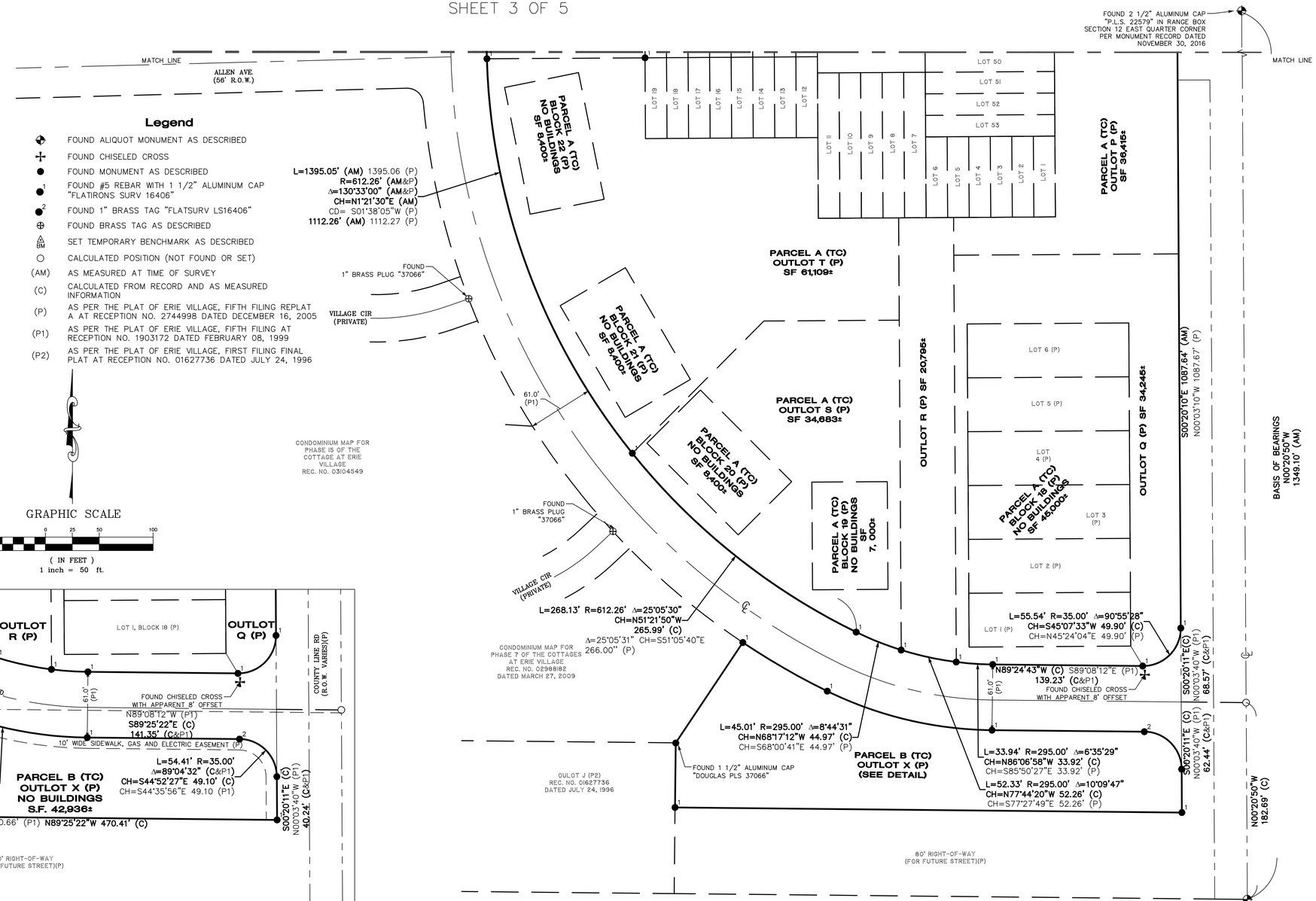
BY:KUBE FILE:70166.1-ALTA-C19 (V3).DWG DATE:7/30/2018 1:35 PM

ALTA/NSPS LAND TITLE SURVEY

BLOCKS 17, 18, 19, 20, 21, 22, 23, 24, 26 & 27, TOGETHER WITH OUTLOTS P, Q, R, S, T, U, V, W & Z, ERIE VILLAGE 5TH FILING–REPLAT A & OUTLOT X, ERIE VILLAGE 5TH FILING, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 3 OF 5

PARCEL A & C BOUNDARY CLOSURE REPORT BLOCKS 17-24, 26 & 27 AND OUTLOTS P, Q R, S, T, U, V, W, & Z.



Legend

- FOUND ALIQUOT MONUMENT AS DESCRIBED
- FOUND CHISELED CROSS
- FOUND MONUMENT AS DESCRIBED
- FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP "FLATIRONS SURV 16406"
- FOUND 1" BRASS TAG "FLATSURV LS16406"
- FOUND BRASS TAG AS DESCRIBED
- SET TEMPORARY BENCHMARK AS DESCRIBED
- CALCULATED POSITION (NOT FOUND OR SET)
- (AM) AS MEASURED AT TIME OF SURVEY
- (C) CALCULATED FROM RECORD AND AS MEASURED INFORMATION
- (P) AS PER THE PLAT OF ERIE VILLAGE, FIFTH FILING REPLAT A AT RECEPTION NO. 2744998 DATED DECEMBER 16, 2005
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- (P2) AS PER THE PLAT OF ERIE VILLAGE, FIRST FILING FINAL PLAT AT RECEPTION NO. 01627736 DATED JULY 24, 1996

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 ft.

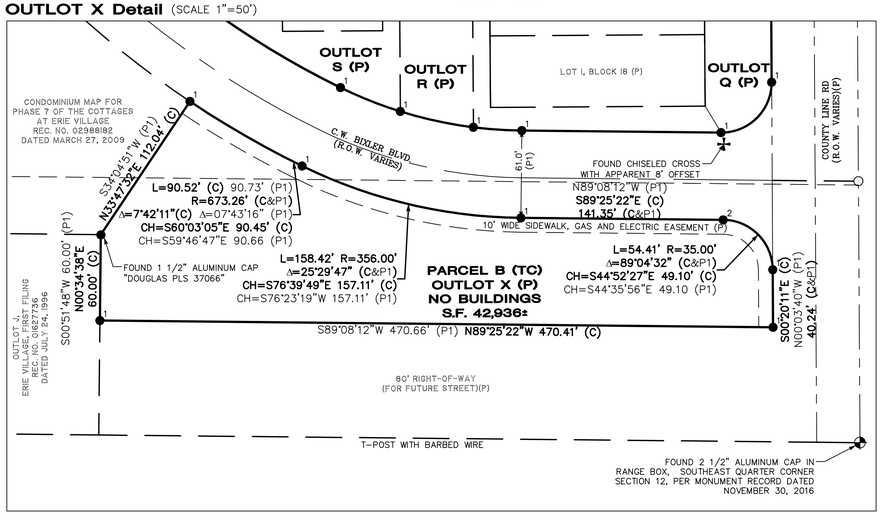
Parcel B: Boundary Closure Report
Outlot X

COURSE: N33°47'32"E	LENGTH: 112.04'	
LENGTH: 90.52'	RADIUS: 673.26'	DELTA: 007°42'11"
CHORD: 90.45'	COURSE: S60°03'05"E	
LENGTH: 158.42'	RADIUS: 356.00'	DELTA: 025°29'47"
CHORD: 157.11'	COURSE: S76°39'49"E	
COURSE: S89°25'22"E	LENGTH: 141.35'	
LENGTH: 54.41'	RADIUS: 35.00'	DELTA: 089°04'32"
CHORD: 49.10'	COURSE: S44°52'27"E	
COURSE: S00°20'11"E	LENGTH: 40.24'	
COURSE: N89°25'22"W	LENGTH: 470.41'	
COURSE: N00°34'38"E	LENGTH: 60.00'	

PERIMETER: 1127.40' AREA: 42936 SQ. FT.
ERROR CLOSURE: 0.00 COURSE: S12°38'28"E
ERROR NORTH: −0.002 EAST: 0.000

PRECISION 1: 1127390000

OUTLOT X Detail (SCALE 1"=50')



DATE	REVISION
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SHEET 3 OF 5

BY:KUBE FILE:70166.1-ALTA-C19 (V3).DWG DATE:7/30/2018 1:35 PM

ALTA/NSPS LAND TITLE SURVEY

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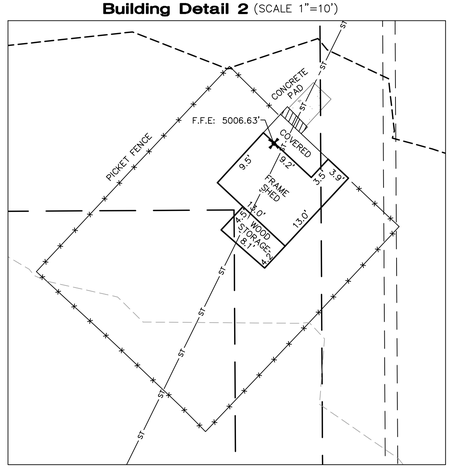
SHEET 4 OF 5

Building Detail 2 (SCALE 1"=10')



Legend

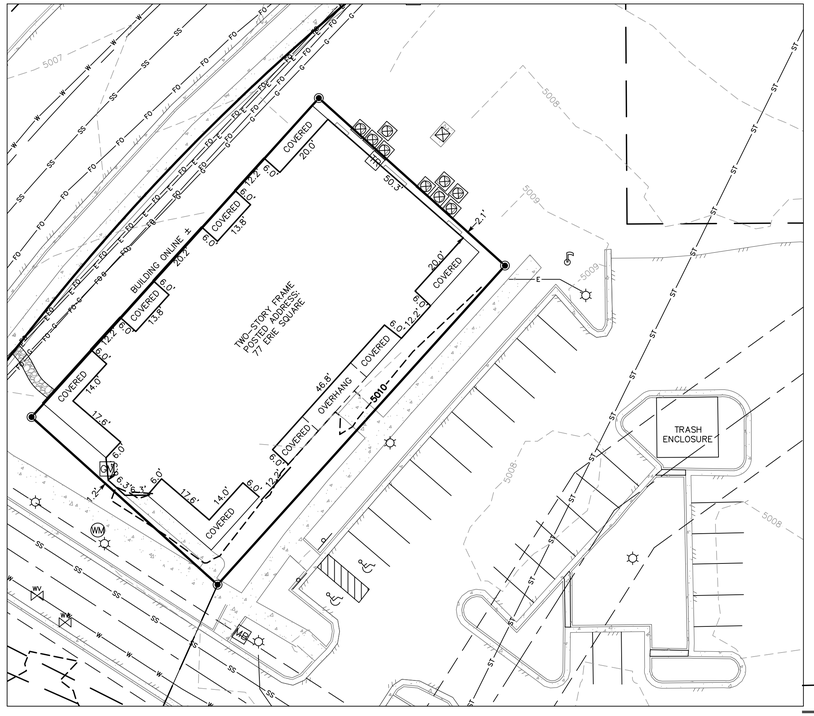
- FOUND ALIQUOT MONUMENT AS DESCRIBED
- FOUND CHISELED CROSS
- FOUND MONUMENT AS DESCRIBED
- FOUND BRASS TAG AS DESCRIBED
- SET TEMPORARY BENCHMARK AS DESCRIBED
- SET #5 REBAR WITH 1 1/2" ALUMINUM CAP "FLATIRONS SURV 16406"
- CALCULATED POSITION (NOT FOUND OR SET)
- CONCRETE
- EDGE OF ASPHALT
- GRAVEL
- FENCE
- SIGN
- DOUBLE POLE SIGN
- X"/X' DECIDUOUS TREE (TRUNK DIAMETER/DRIP LINE RADIUS)
- X"/X' CONIFEROUS TREE (TRUNK DIAMETER/DRIP LINE RADIUS)
- WATER LINE
- WATER MANHOLE
- WATER VALVE
- FIRE HYDRANT
- SANITARY SEWER LINE
- SANITARY SEWER LINE SCALED FROM MAPS
- SANITARY SEWER MANHOLE
- CLEANOUT
- STORM SEWER LINE
- STORM SEWER LINE SCALED FROM MAPS
- STORM SEWER MANHOLE
- CURB INLET
- GRATE INLET
- ELECTRIC LINE
- ELECTRIC RISER
- TRANSFORMER
- LIGHT POLE
- OVERHEAD UTILITY LINE
- UTILITY POLE
- GUY WIRE
- FIBEROPTIC LINE
- FIBEROPTIC LINE SCALED FROM MAPS
- FIBEROPTIC MANHOLE
- FIBEROPTIC RISER
- FIBEROPTIC VAULT
- TELEPHONE RISER
- AIR CONDITIONER UNIT ON CONCRETE PAD
- GAS LINE
- GAS VALVE
- LOCATION OF FINISHED FLOOR
- FLAGPOLE
- CENTERLINE
- FFE FINISHED FLOOR ELEVATION
- ELEV ELEVATION
- INV INVERT

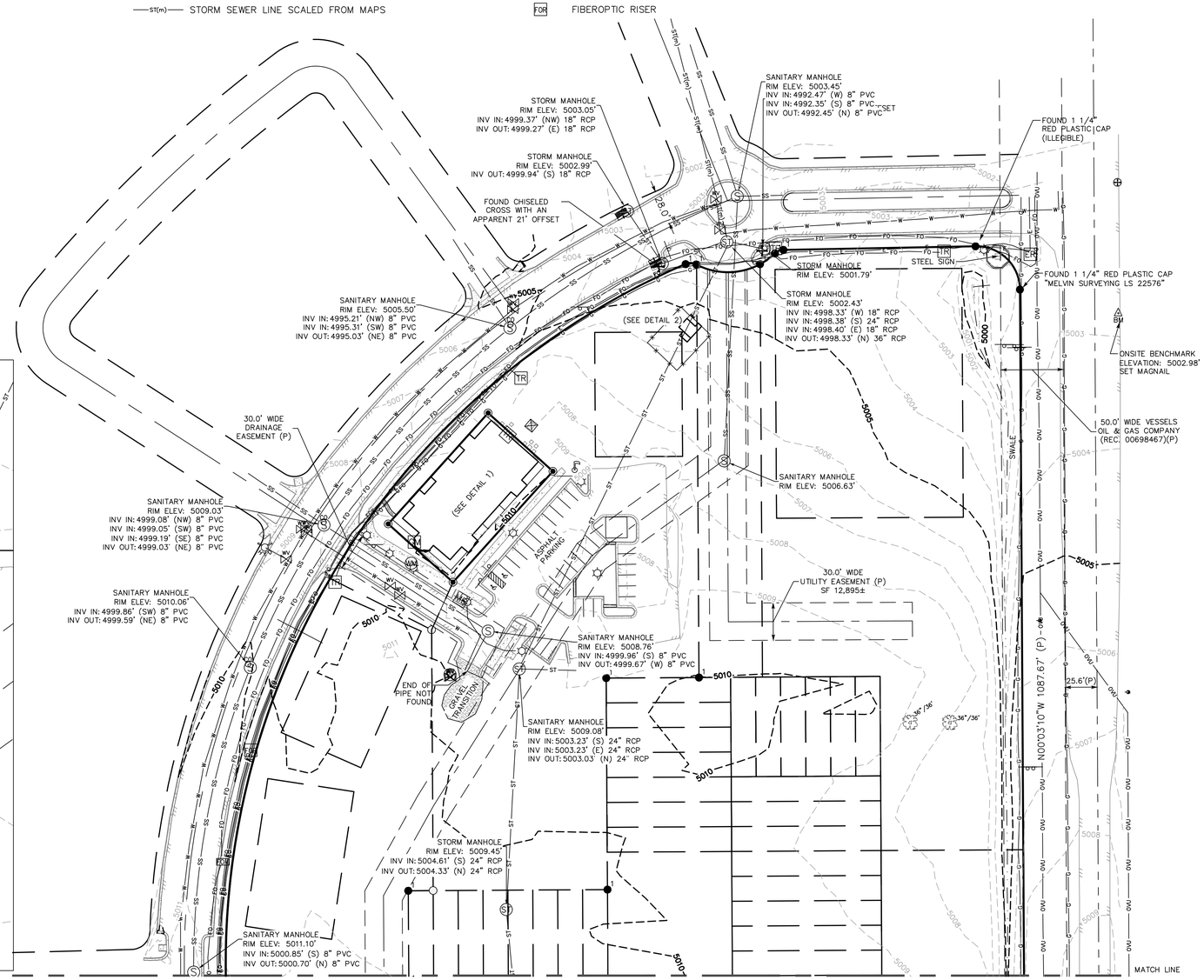
GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 ft.
CONTOUR INTERVAL = 1 FOOT

Building Detail 1 (SCALE 1"=20')





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SHEET 4 OF 5

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ALTA/NSPS LAND TITLE SURVEY

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SHEET 5 OF 5

Legend

- FOUND ALIQUOT MONUMENT AS DESCRIBED
- FOUND CHISELED CROSS
- FOUND MONUMENT AS DESCRIBED
- FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP "FLATIRONS SURV 16406"
- FOUND 1" BRASS TAG "FLATSURV LS16406"
- FOUND BRASS TAG AS DESCRIBED
- SET TEMPORARY BENCHMARK AS DESCRIBED
- CALCULATED POSITION (NOT FOUND OR SET)
- CONCRETE
- EDGE OF ASPHALT
- GRAVEL
- FENCE
- SIGN
- DOUBLE POLE SIGN
- X"/X' DECIDUOUS TREE (TRUNK DIAMETER/DRIP LINE RADIUS)
- X"/X' CONIFEROUS TREE (TRUNK DIAMETER/DRIP LINE RADIUS)
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- WATER MANHOLE
- WATER VALVE
- FIRE HYDRANT
- SANITARY SEWER LINE
- SANITARY SEWER LINE SCALED FROM MAPS
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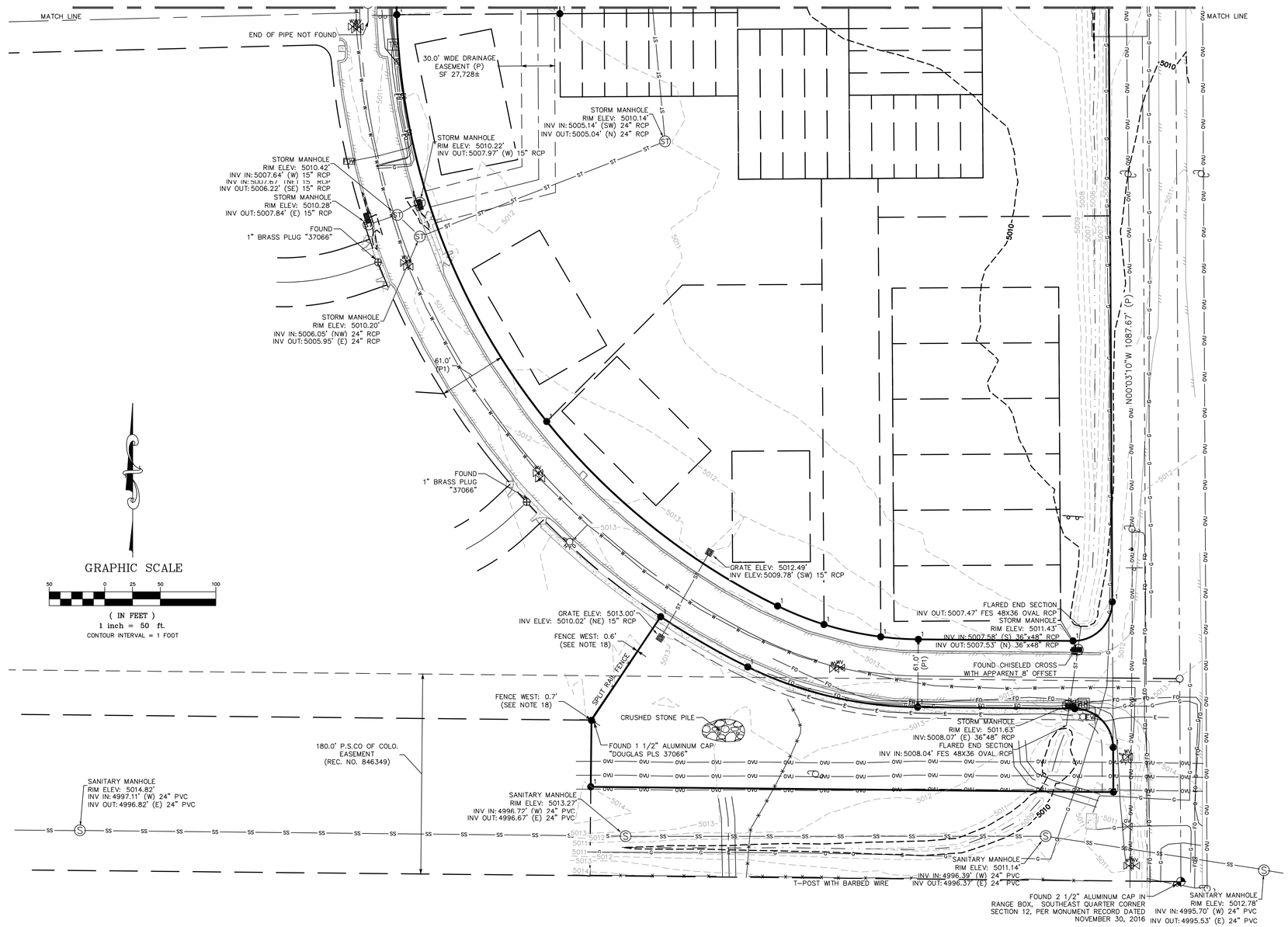
- STORM SEWER LINE SCALED FROM MAPS
- STORM SEWER MANHOLE
- CURB INLET
- GRATE INLET
- ELECTRIC LINE
- ELECTRIC RISER
- LIGHT POLE
- OVERHEAD UTILITY LINE
- UTILITY POLE
- GUY WIRE
- FIBEROPTIC LINE
- FIBEROPTIC LINE SCALED FROM MAPS
- FIBEROPTIC MANHOLE
- FIBEROPTIC RISER
- FIBEROPTIC VAULT
- TELEPHONE RISER
- GAS LINE
- GAS VALVE
- LOCATION OF BUILDING HEIGHT/FINISHED FLOOR
- FLAGPOLE
- CENTERLINE
- FFE FINISHED FLOOR ELEVATION
- ELEV ELEVATION
- INV INVERT



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655 FOURTH AVE. LONGMONT, CO 80501 PH: (303) 776-1733 FAX: (303) 776-4355
3825 IRIS AVE. STE. 395 BOULDER, CO 80301 PH: (303) 443-7001 FAX: (303) 443-9830
3660 DOWNING ST UNIT E DENVER, CO 80205 PH: (303) 936-6997

DRAFT
WORKING COPY ONLY
ONLY THE FINAL VERSION WILL HAVE STAMP AND SIGNATURE
7/30/18
(SEAL)

JOB NUMBER:	17-70,166.1
DATE:	07-23-2018
DRAWN BY:	J. HEYWORTH
CHECKED BY:	TDH/BOL/SB

SHEET 5 OF 5

BY:JKUBE FILE:70166.1-ALTA-C19 (V3).DWG DATE:7/30/2018 1:37 PM

State Documentary Fee
Date: June 07, 2018
$ 175.00

Special Warranty Deed
(Pursuant to 38-30-115 C.R.S.)

THIS DEED, made on **June 07, 2018** by **ANNUIT PROPERTIES LLC, A COLORADO LIMITED LIABILITY COMPANY**, Grantor(s), of the County of **BOULDER** and State of **COLORADO** for the consideration of **($1,750,000.00) *** One Million Seven Hundred Fifty Thousand and 00/100 ***** dollars in hand paid, hereby sells and conveys to **PORCHFRONT HOMES AT ERIE VILLAGE, LLC, A COLORADO LIMITED LIABILITY COMPANY** Grantee(s), whose street address is **102 2ND AVENUE, P.O. BOX 294 NIWOT, CO 80544**, County of **BOULDER**, and State of **COLORADO**, the following real property in the County of **Boulder**, and State of Colorado, to wit:

PARCEL A:
BLOCKS 17 THROUGH 24, INCLUSIVE AND BLOCKS 26 AND 27, TOGETHER WITH OUTLOTS P, Q, R, S, T, U, W, AND Z, ERIE VILLAGE FIFTH FILING REPLAT A, COUNTY OF BOULDER, STATE OF COLORADO.

PARCEL B:
OUTLOT X, ERIE VILLAGE FIFTH FILING, COUNTY OF BOULDER, STATE OF COLORADO.

PARCEL C:
OUTLOT V, ERIE VILLAGE FIFTH FILING REPLAT A, COUNTY OF BOULDER, STATE OF COLORADO.

*****GRANTOR HEREBY RESERVES ANY AND ALL MINERAL RIGHTS TO SUBJECT PROPERTY**** mc

also known by street and number as: **VACANT LAND**

with all its appurtenances and warrants the title against all persons claiming under the Grantor(s) except **N/A**

ANNUIT PROPERTIES LLC, A COLORADO LIMITED LIABILITY COMPANY

D L Johnson

DONALD L. JOHNSON, MANAGER

State of **COLORADO**)
) ss.
County of **BOULDER**)

The foregoing instrument was acknowledged before me on this day of **June 07, 2018**
by **DONALD L. JOHNSON, MANAGER OF ANNUIT PROPERTIES LLC, A COLORADO LIMITED LIABILITY COMPANY**

Witness my hand and official seal.
My commission expires 7-23-19

CATHY A. GROVE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19914010018
My Commission Expires July 23, 2019

Notary Public

When Recorded Return to: **PORCHFRONT HOMES AT ERIE VILLAGE, LLC**
102 2ND AVENUE, P.O. BOX 294 NIWOT, CO 80544

Land Title GUARANTEE COMPANY

RESTRICTIVE COVENANT

ERIE VILLAGE FILING 5

THIS RESTRICTIVE COVENANT is made this 22nd day of April, 2008, by Annuit Properties, LLC (Grantor), whose address is 1417 Rembrandt Rd., Boulder, Colorado 80302. Grantor is the owner of real property described as:

Erie Village Filing 5
Blocks 17 through 24, inclusive and Blocks 26 and 27
Together with Outlots P, Q, R, S, T, U, V, W, AND Z, Erie Village, Fifth Filing Replat A
County of Boulder, State of Colorado (hereinafter the "Property").

Unofficial Copy

Grantors desire to restrict the use and occupancy of dwelling units constructed or to be constructed on said Property as set forth herein below.

In consideration of a fully executed Contract to Buy and Sell Real Estate dated February 9, 2008, between the Grantor as Seller, and Gary Krantz and Dennis A. Drumm as Buyers, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees for itself, its successors and assigns, that each and every dwelling unit constructed or to be constructed on the Property shall be restricted as to occupancy as follows:

1. The maximum number of persons occupying a dwelling unit shall be two (2) persons.
2. At least one person occupying a dwelling unit shall be sixty-two (62) years of age or older (a "Qualified Occupant").
3. No person under the age of nineteen (19) years of age shall be allowed to occupy a dwelling unit.
4. If only one of the occupants is sixty-two (62) years of age or older and that occupant ceases to occupy the dwelling unit, the remaining occupant who is a spouse, sibling or child of the Qualified Occupant that has been in the same dwelling unit for at least the previous six (6) months (a "Remaining Occupant") may continue to reside in the same dwelling unit. However, if a second occupant is added to the dwelling unit, or if the Remaining Occupant vacates the dwelling unit, the new occupant must be a Qualified Occupant.
5. The Guest Quarters allowed in Erie Village Filing 5, as defined in the Erie Village PD Amendment No. 5, shall be exempt from the age restriction requirements.

It is intended that the Property will be used to facilitate mixed office, commercial, and residential uses associated with a continuum of care retirement community as described in the Erie Village. Planned Development "PD" Development Plan, Fifth Amendment. This Restrictive Covenant shall apply to residential dwelling units only. This Restrictive Covenant shall not terminate nor

ROB

3L

shall it be amended without the prior written approval of the Town of Erie Board of Trustees.

Grantor has executed this Restrictive Covenant as of the day and year first written above.

ANNUIT:
ANNUIT PROPERTIES LLC,
a Colorado limited liability company

By: _____
Donald Johnson, Manager

By: _____
John Hess, Manager

Unofficial Copy

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

The foregoing Restrictive Covenant was acknowledged before me this 22 day of April, 2008, by Donald Johnson, Manager and John Hess, Manager, Annuit Properties LLC.

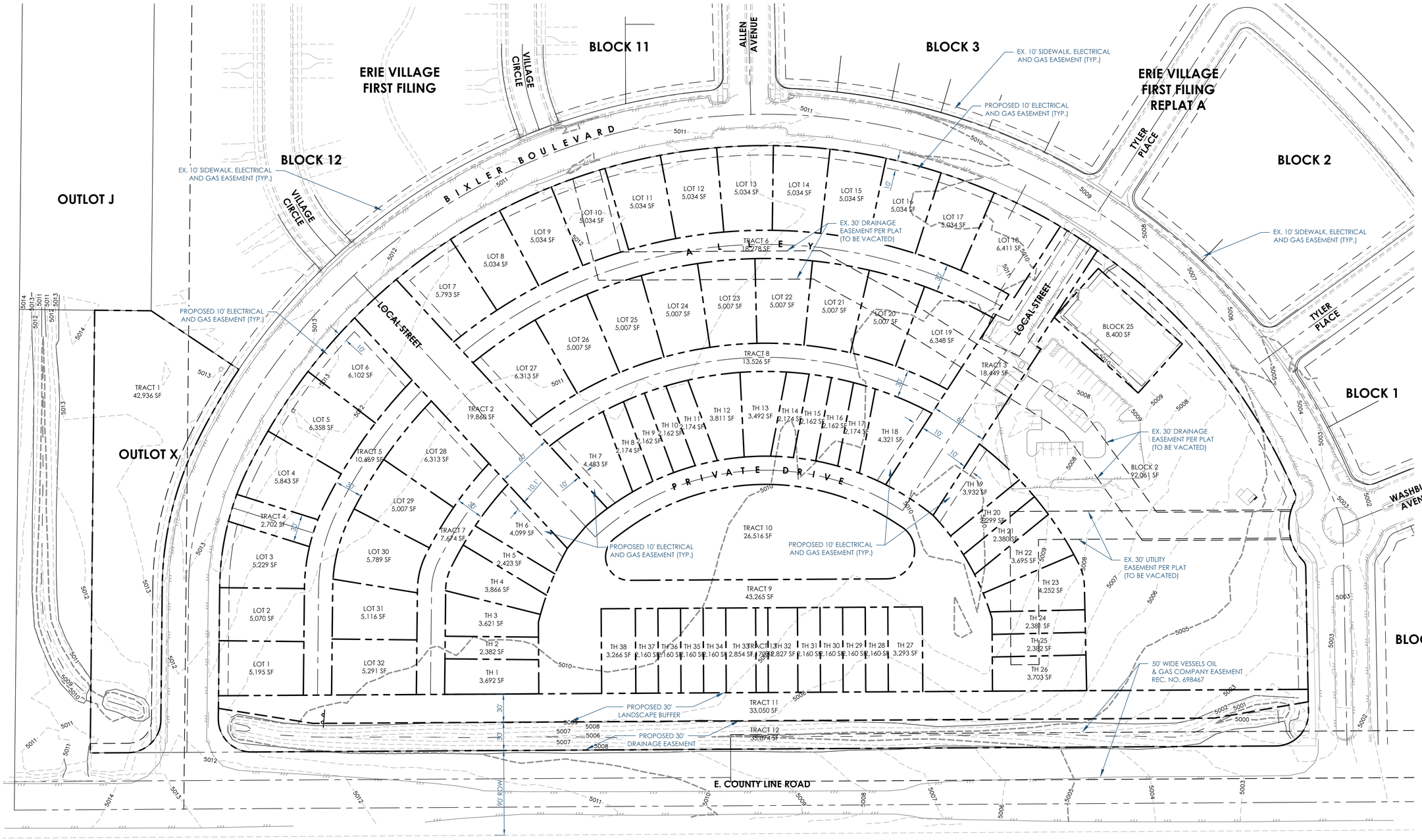
WITNESS my hand and official seal.
My commission expires: March 13, 2011

ROSALEE J. BURDGES NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public

ERIE VILLAGE FILING NO. 5
PLANNED DEVELOPMENT - CONCEPTUAL PLOT PLAN

LOCATED IN THE SE 1/4 OF SECTION 12, T1N, R69W OF THE 6TH P.M.
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
AREA = 14.823 ACRES
PDA-001107-2019



1 CONCEPTUAL PLOT PLAN
SCALE: 1" = 50'

Porchfront HOMES

ERIE VILLAGE FILING NO. 5
ERIE VILLAGE
ERIE, COLORADO

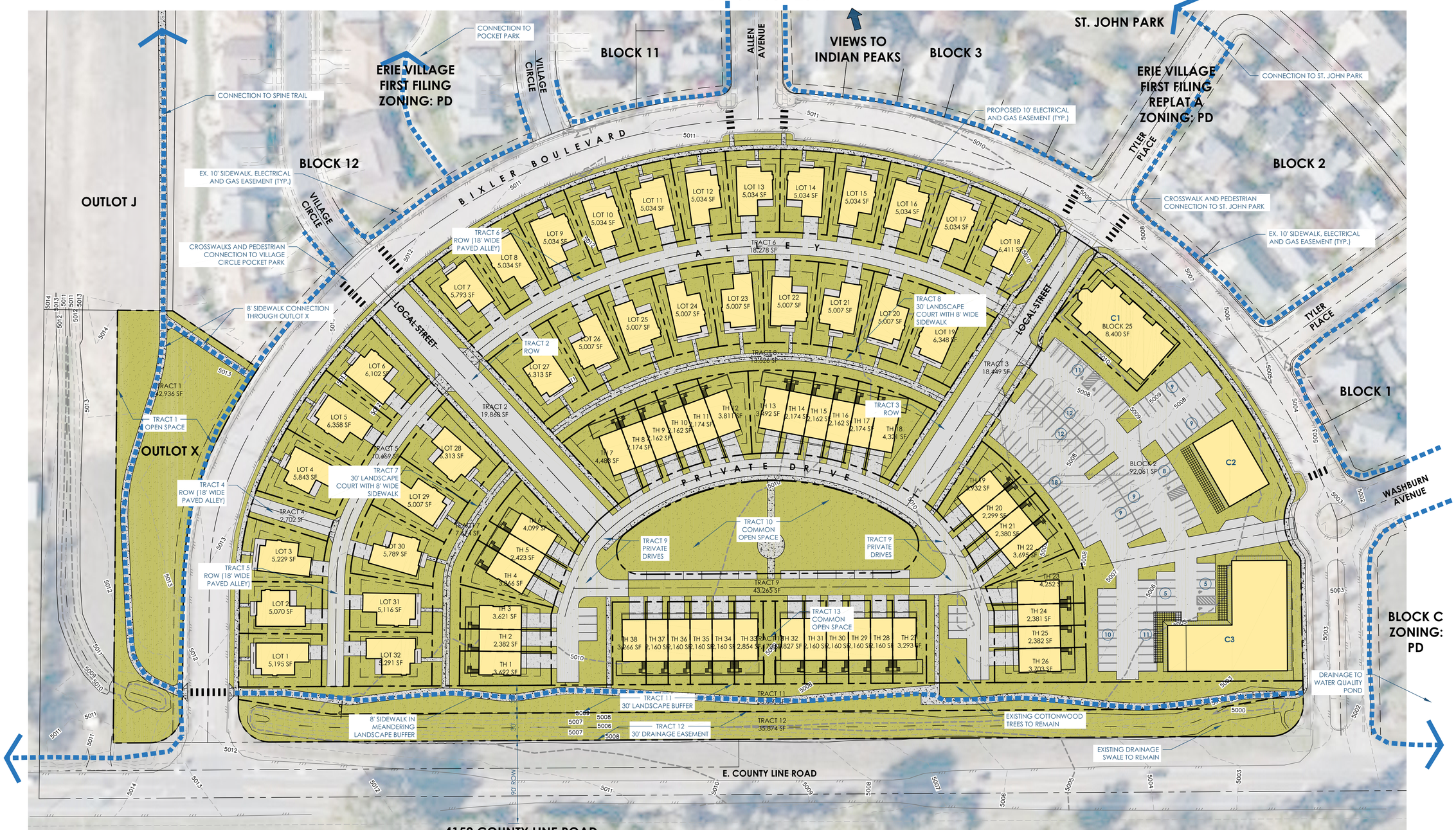
PROJ. NO.	1069
DRAWN:	–
CHECKED:	DPA
CADD FILE:	.dwg
DATE:	01/24/20
REVISIONS:	

PLANNED DEVELOPMENT SUBMITTAL
SHEET TITLE:
CONCEPTUAL PLOT PLAN

SCALE: 1" = 50'
SHEET NUMBER:
C1.01

ERIE VILLAGE FILING NO. 5
PLANNED DEVELOPMENT - CONCEPTUAL PLOT PLAN

LOCATED IN THE SE 1/4 OF SECTION 12, T1N, R69W OF THE 6TH P.M.
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
AREA = 14.823 ACRES
PDA-001107-2019



1 CONCEPTUAL SITE PLAN
SCALE: 1" = 50'

0 50 100 Feet

Porchfront HOMES

ERIE VILLAGE FILING NO. 5
ERIE VILLAGE
ERIE, COLORADO

PROJ. NO.	1069
DRAWN:	–
CHECKED:	DPA
CADD FILE:	.dwg
DATE:	01/24/20
REVISIONS:	

PLANNED DEVELOPMENT SUBMITTAL
SHEET TITLE:
CONCEPTUAL SITE PLAN

SCALE: 1" = 50'
SHEET NUMBER:
C1.02

Erie Village

Architectural and Landscape Standards Packet

This packet contains the form and requirements for all Erie Village improvements:

- Architectural Improvement Request Form
- Checklist For EV ARC Requests
- EV Architectural Standards (main document)

EV ARC Standards subsidiary documents

- EV Landscape Standards
- EV Fence Standards Addendum
- EV Fencing Appendix E (for fences along open spaces)
- EV Outbuilding Requirements
- EV Solar Panels

Excerpt of EV Covenants and Restrictions regarding Architectural Review also included

- Covenants Section V

Return To:
Vista Management Associates
8700 Turnpike Drive, #230, Westminster CO 80031
Ph: (303) 429-2611 Fax: (303) 429-2632

CONTROL #

Date Received_____
Critical Date_____
Rec'd from AC_____
Mailed_____
Called _____

ARCHITECTURAL IMPROVEMENT REQUEST

Association: ERIE VILLAGE

Name: _____ Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Please x the appropriate requested improvement(s):

☐ Painting ☐ Landscaping ☐ Fencing ☐ Deck/Patio Slab ☐ Swing Set
☐ Roofing ☐ Room Addition ☐ Drive/Walk Addition ☐ Basketball Pole / Backboard ☐ Patio Cover
☐ Other:_____

I hereby agree that I must first receive approval from the Architectural Control Committee in order to proceed. It is also understood that approval from the Association does not constitute approval of the local Building Department and that I may also be required to obtain a building permit. I agree to complete improvements promptly after receiving approval.

Homeowners Signature: _____ Date: _____

Briefly describe proposed improvement and attach all required information:

Date to be completed:

Architectural Control Committee Decision:

☐ **Approved** as submitted

☐ **Approved subject** to comments below.

_____
_____
_____

☐ **Disapproved** See comments below.

_____
_____
_____

Required Completion Date: _____

Reviewed by: _____ Date Reviewed: _____

ACC Member

Checklist for Erie Village Architectural Review Requests

In addition to the completed **Architectural Improvement Request Form**, the EV ARC needs the following in order to consider a request:

For house painting requests

- ❑ Color chips or actual paint samples (not just color reference numbers or names)
- ❑ Elevation drawing (what it will look like from the front and sides) or large photos, specifically showing which colors go where
- ❑ Minimum of 3 colors

For street tree requests, for each tree

- ❑ Tree types
- ❑ Tree caliper
- ❑ Drawing, to scale, with
    - ❑ tree locations
    - ❑ distance of trees from property lines
    - ❑ distance between trees

For landscape requests

- ❑ Landscape plot plans (2 copies) scale 1"=10' or larger
    - ❑ Outline of house exterior
    - ❑ Location of street(s)
    - ❑ Location and name of plantings (existing and new)
    - ❑ Height at maturity of plants along driveway and sidewalk
- ❑ Street tree information checklist (above)

For fence/wall requests

- ❑ Plot plans (2 copies)
    - ❑ Location of fence or wall runs
    - ❑ Location of gates, and which way they open
    - ❑ Which is the friendly side of the fence
- ❑ Elevation drawing of fence or wall style drawing (from the front and sides) with
    - ❑ Materials (photo or brochure)
    - ❑ Colors
    - ❑ Dimensions
- ❑ Installation details of the posts
- ❑ Sign-off from adjoining neighbors

For outbuildings (shed, playhouse...) and other structures

- ❑ Scale drawing (or photo or brochure) of the structure with
    - ❑ Style
    - ❑ Color
    - ❑ Dimensions
- ❑ Plot plan with projected location of structure on lot

For any external lighting

- ❑ Specify location and brightness

Roofing Shingles

- ❑ Shingle sample or color brochure

ERIE VILLAGE - ARCHITECTURAL STANDARDS

Version 5.00 / Effective July 2011

I. INTENT OF THESE STANDARDS

The intent is not to impose a single style, but rather to develop and organize previously established traditions and to express a consensus view of what makes a wonderful neighborhood, respecting its environment. The architecture draws inspiration from the construction of the Rocky Mountain West by farmers, settlers, and miners in the late 1800s and early 1900s. The standards use these influences to create the character and aesthetic framework for the neighborhood. The standards may result in "historic reproductions," as well as evolutions of the styles. In all cases, individual expression is the objective within the spirit of the neighborhood.

The defining features are steep symmetrically pitched roofs, enclosed eaves, multi-textured walls, square or vertical window proportions, architectural ornamentation, useable covered front porches, minimal exposure of garage doors to the street, and materials that age gracefully.

II. GENERAL REQUIREMENTS

All review and approval procedures described in these standards are intended to assure compliance only with aesthetic considerations. The Architectural Review Committee (ARC) is not responsible for design or construction defects or failure of the building to meet appropriate building codes. If unfamiliar with the standards, a meeting with ARC is strongly suggested. Any guidance given, prior to complete submittal of all required documents for approval to the ARC, is not binding on the ARC. Notwithstanding these standards, any building deemed detrimental to the neighborhood may be disapproved. Every residential property owner is required to comply with the standards set forth herein. All construction or exterior modification and any significant alteration of the landscaping or topography must be approved in advance by the ARC.

One complete set of scaled building plans (showing floor plans, exterior elevations, related details for character elements, and site plan, setbacks dimensioned and total finished square footage indicated) shall be submitted to ARC for approval, prior to submitting for a building permit from the Town of Erie. The style shall be identified on the submittal form provided and comply with the ***Erie Village Architectural Standards Chart, Version 5.00*** (see page 9). When approved, a letter of approval will be sent to the applicant. **No construction may commence without such written approval.** All submittals are to be sent or delivered to Vista Management Associates, Inc., 8700 Turnpike Drive Suite 230, Westminster, CO 80031.

ARC may grant variances and exceptions, when in its sole judgment they prove to be a benefit to the neighborhood or otherwise necessary due to exceptional circumstances. All requests for exceptions to these standards must be made in writing. Any exceptions granted shall be considered unique and will not set a precedent for future exceptions granted or denied. The responsibility of demonstrating that a request for a variance will benefit the neighborhood or at least do no harm (aesthetically, functionally, or economically) to neighbors lies with the applicant.

1. EXTERIOR COLOR STANDARDS

Exterior colors play an important role in the perception of the neighborhood. Color and trim differentiate Erie Village's neighborhood from production-built tracts. Interesting color schemes contribute substantial value to the homes and neighborhood as a whole, so are the concern of owners and builders alike. As a starting point, color selections shall be appropriate to the building style and compatible with the overall spirit of the neighborhood.

Prior to commencing any exterior paint or staining, one set of paint/stain chips together with samples of roofing and/or brick or stone, if applicable, must be submitted for approval. Samples must be submitted in an 8 1/2 inch x 11 inch format, together with the street-facing elevations showing where colors are to be applied, with complete identification of colors. Submissions must include the applicant's name, telephone number, and lot address on each page.

In conjunction with a submittal for new construction or new color scheme, the proposed colors are to be painted on two sides of the house (one must be street-facing and the other a side yard), a minimum of 24 inch x 24 inch of the body color for all to see. The trim and/or accent colors must be adjacent to the body sample, a minimum of 24 inches in length. When these samples are complete, notify the ARC. The ARC and neighbors will take 21 days to view the proposed colors. If acceptable to the ARC, **written approval** will be given. The ARC will not expedite this process to accommodate a painter.

Exterior finish work may not commence until **written approval** is given to the applicant. **Any change of approved colors, at any time, must be approved in advance by ARC**.

The following color principles are being used:

a) The avoidance of obtrusive color schemes.

b) The use of interesting color schemes with variety throughout the neighborhood. Same hue, value, and intensity colors may not be used in close proximity to each other.

c) The use of contrasting hues, intensities, or values for highlighting architectural features is encouraged.

d) Garage doors must be finished to match the adjacent surfaces in order to minimize their visual impact on the streetscape. Garage door trim is not required to match the door or adjacent surfaces.

e) Front porch railings and balusters must match the body, trim and/or accent colors.

f) Color changes must not occur on exterior corners, exclusive of trim.

g) The exterior color schemes shall consist of a minimum of three (3) distinct colors, not including the color of the window assemblies.

2. SETBACKS AND SPACING (SITING REQUIREMENTS)

Setbacks are measured to any physical feature of the structure, excepting roof overhangs and steps. Minimum front setback is 20 feet in Filing One and 16 feet in Filings Two–Four; minimum rear and side setbacks are 8 feet in Filings One–Four. The intent is to have at least 16 feet between adjacent structures. Double frontage lots shall have 16-foot setbacks front and rear. Owners of corner lots may decide which is the enfronting street (such street must be platted) and the setback on the adjoining street shall be a minimum

of 10 feet in Filing One and 16 feet in Filings Two–Four. Garage doors on corner lots may not face either street unless set back 20 feet from front. Minimum space in front of garage doors must be 18 feet to the sidewalk or shared driveway. Substantially identical (including mirrored plans) floor plans must not be readily visible in any direction (assuming full build-out of all houses) and must have different coloring and detailing. The intent is for each home to be unique.

3. WALLS

Building Exterior

Materials: Wood shingles, cementitious clapboard with no more than 5 ½ inches to the weather, board and batten, brick, natural stone, architectural stone (sample must be submitted for approval), or smooth sand-finished stucco (not exceeding 80% of exterior walls, excluding window & door openings).

Configurations: No more than two materials should be visible on any exterior wall, not counting the foundation wall, piers, or trimwork. At or above grade foundation walls or piers must be finished. Vertical joints between different materials should occur only at inside corners. Heavier materials should be located below horizontal joints.

> Brick (brick joints must be tooled concave), natural stone, and synthetic stone shall be used as load-bearing elements and not as insubstantial veneers in appearance. Masonry veneer walls must be detailed and built exactly like masonry bearing walls, and should course exactly to both the top and bottom of openings. The height of jack arches or square-end lintels may not be less than one-fifth of the opening width. Natural or synthetic stone must be laid with the stones horizontal. The face of frame walls must align with the face of masonry or foundation walls below. Exterior chimneys shall be finished in brick, natural stone, or approved architectural stone and must extend to finish grade if located on an outside wall.
>
> At or above grade foundation walls or piers must be finished with materials meant for extended exposure. Synthetic stucco may not be used within 30 inches of finish grade.

Free-Standing Walls and Fences

Materials: Wood, brick, metal, vinyl, natural stone, or approved architectural stone.

Configurations: Walls where used shall be a minimum of 8" thick. Chain link fences are not permitted. For detailed fencing requirements, see ***Erie Village HOA Fence Standards and Requirements Addendum***, which is separate from this document.

4. OPENINGS

Materials: Windows and doors must be of solid wood, vinyl-coated aluminum-coated wood or solid PVC. Window glass shall be clear or frosted and up to 20% may be stained or etched glass. Wood may be painted or stained.

Configurations:

> *Doors:* Openings to be no larger than 6 feet horizontally and 8 feet vertically. All exterior doors shall be hinged, excepting garage doors. Transoms may be horizontal in proportion so long as panes are

square or vertically proportioned. The style of the front door must match the style of the building. Openings for garage doors may be no wider than 9 feet nor more than 8 feet high.

Windows: Openings for windows may be no larger than 4 feet horizontally and 8 feet vertically, with casing a minimum of 3 ½" wide. Windows shall have either a square or vertical proportion. All above grade windows shall be no closer than 12 inches from building corners and shall be fixed, single hung, double hung, awning, or casement type. Below grade windows are exempt from this requirement. Head casing should be equal to or wider than the jamb casing. Bay windows should either extend to finish grade or be supported by visible brackets. Bay window jambs must be trimmed with a single vertical jamb casing that extends from the window sash to the corner of the bay. Windows shall have panes of glass or simulated divided lights no larger than 18 inches horizontally and 29 inches vertically; windows smaller than these dimensions are exempt. Glass block glazing is not permitted. Shutters when used should be exactly one-half the width of the sash they are covering and have hinges and dogs. Shutters may be nonfunctional.

Porch openings: May have square or vertical proportions only. Arched openings are allowed.

Railings: Must be built of wood, metal or stone.

5. ROOFS

Materials: Metal, slate, concrete, or composition shingle (min. 300 pound).

Configurations: Roofs shall be hipped, gambrel, or gabled (gables may be clipped) that are symmetrical at the fascia of a pitch shown in the style chart . The symmetrical requirement does not apply for "skirted" or "flared" roofs which shall have a minimum pitch of 3:12. Roofs over bay windows, turrets, and the like are exempt from the symmetrical requirement. Shed roofs shall have a minimum pitch of 3:12 when leaning against the principal building. Flat roofs may be used as a balcony only if they are occupiable and accessible from an interior room. Flat roofs shall have a railing or parapet wall.

Gutters shall be finished to match adjacent materials. No vents shall be placed on the frontage side of a building roof. All roof penetrations shall be finished to match adjacent roofing materials (decorative treatments are excluded from this requirement). Continuous ridge vents are preferred for roof ventilation.

Skylights are not permitted. "Sun" tubes no greater than 12" diameter may be used only on the roof side not facing a public street.

Dormers: Dormers shall be no closer than 3 feet from a gabled end. The body of a single-window dormer should be vertically proportioned or square. Dormer windows should be proportioned similar to the typical windows in the floor below. Siding materials may not be used for dormer jamb materials, but should be a solid casing assembly.

Eaves: The depth of eaves must conform to the style chart. Eave trim must not intersect an arch except to touch the top of a keystone. Brackets at eaves should extend at least to the fascia with a height equal to or greater than their depth. A frieze board shall occur below the eave.

6. PORCH CEILINGS

Porch ceilings must be of wood, stucco, or metal.

7. ELEMENTS

Configurations: All houses shall have covered front porches with no less than a 6 foot by 6 foot area that is clear of the circulation path to the front door or any other obstructions. Porch columns shall not be less than 5 inches x 5 inches and be compatible with the house style. Column base must not protrude beyond the edge of the porch flooring. Porches may not be two stories in height and the floor must be a minimum of 18 inches above the adjacent finished grade (in no case less than 24 inches above the enfronting curb height). Void spaces under front porches shall be screened so that no openings larger than 6 inches x 6 inches are visible. Steps visible from the street(s) shall have solid risers and be a minimum of 5 feet wide. Railings must have top and bottom rails clearing the floor and be centered on the pickets. Houses having carriage houses shall be two story structures. Corner lot houses must carefully design street-facing elevations so as to present a pleasing appearance to the streetscape. Quoins are not permitted on any structure.

Every house must score a minimum of 10 points per the document *Architectural Elements Scoring Chart,* Version 5.00. See pages 7–8.

8. GARAGE, ANCILLARY STRUCTURES, & APPROACH

Materials: Shall match the principal residence in style and have the same color treatment.

Ancillary structures, including accessory units, shall be treated as extensions of the main house and are subject to the same standards.

For outbuildings such as sheds and playhouses, see ***EV Architectural Standards Addendum – Outbuilding Requirements*** document.

For solar panels, see ***EV Architectural Standards Addendum – Solar Panels*** document.

Evaporative coolers, compressors, hot tubs, satellite dishes, antennas, sun tubes, and the like shall not be visible from the front of the property.

Configurations: Garages must be set back a minimum of 20 feet from the front of the principal building. If a corner lot has a side entry garage, the garage must be set back a minimum of 10 feet from the adjacent house structure. On all other lots with side entry garages, the garage front elevation must not be forward of the house front and must have appropriate window or other treatment compatible with the house. A maximum of two garage doors shall face the street. Only one curb cut is permitted per lot. “Hollywood” driveways and shared driveways are encouraged, with materials to be brick, stone, concrete, or concrete pavers.

9. EXTERIOR LIGHTING

Lamps shall not exceed 75 watts (equivalent to 1100 lumens, or about a 20 watt compact fluorescent bulb). Light fixtures shall be limited to those reasonably necessary for security and safety.

Configurations: Lighting may not be used to illuminate exterior walls and the lighting shall be oriented so as not to shine on any other property.

10. LANDSCAPING

See ***Erie Village Landscaping Standards***, which are separate from this document.

11. CONSTRUCTION ACTIVITIES

The builder shall furnish trash containers and at all times shall keep the premises free from loose or accumulated trash caused by construction activities. At no time shall the builder allow any of their materials to be delivered or placed in the public right of way. Construction activities may only take place between 7:00 AM and 7:00 PM, Monday through Friday, and between 9:00 AM and 5:00 PM on Saturdays, Sundays, & Holidays. Radios and like devices shall not be played at loud volume, so as to disturb neighbors. Domestic animals are not permitted on construction sites.

12. POSTAL DELIVERY

Postal delivery will be with a centralized mail delivery system located and installed by the developer in consultation with the US Postal Service.

ARCHITECTURAL ELEMENTS SCORING CHART

Version 5.00 / July 2011

(Ten points minimum are required, circle the applicable elements and attach to submittal)

POINTS	ELEMENTS
	SITE AND PLAN
3	Wrap-around covered porch
2	Full width front porch
2	Integral second floor covered porch (minimum 4' deep x 6')
1	Screened or glazed porch
2	Polygonal/round/square tower
2	Nine or more front facing external comers
1	Five to eight front facing external comers
2	Porte-cochere
2	Side entry garage, setback 20' from front of house
1	Garage 40' back of front of house
	ROOF
2	Very complex roof structure (7 or more ridges/peaks)
1	Complex roof structure (5 to 6 ridges/peaks)
2	Metal roof (full or partial; minimum 20% of roof area)
2	Witches cap or uniquely shaped roof
1	Gambrel roof for principal roof
1	Fish scale or other shaped shingles (minimum 50% of roof area)
1	Bands of different shaped or colored shingles (minimum of 3)
1	10/12 roof pitch or greater (minimum 50% of roof area)
2	Four or more dormers (hipped/gabled/shed/gambrel/eyebrow/wall)
1	One to three dormers (hipped/gabled/shed/gambrel/eyebrow/wall)
1	Cupola on roof or decorative roof ridge treatment
2	Decorative roof fascia or decorative barge (verge) boards
1	Decorative gable end treatment
1	Metal roof cresting
1	Gable or turret top turnings or roof finials
	WALLS
1	Shingles in a decorative pattern
1	Shaped shingles (2 shapes minimum)
1	Sunburst siding/trim or ornament
1	Two contrasting sidings
1	Decorative or dentil cornice molding (minimum 8" vertical)
1	Round/Gothic/elliptical/segmental arches
1	Decorative pilasters

(continued)

ARCHITECTURAL ELEMENTS SCORING CHART (continued)

Version 5.00 / July 2011

DOORS AND WINDOWS

2	Two story bay or box bay windows
1	Bay or box/squared bay or oriel window
1	Bow window
1	Palladian window
2	Ribbon windows (4 or more contiguous windows with trim around group)
1	Ribbon windows (3 or more contiguous windows with trim around group)
1	Window pediment
1	Uniquely gridded windows
1	Round/oval/lozenge/polygonal shaped windows
1	Lead/Stained/Etched glass in window or door
1	Decorative front door and decorative side lites (submit cut sheet)

RAILINGS, GATES, FENCES, COLUMNS

2	Very decorative railing (newel post, decorative balusters, unique pattern)
1	Decorative railing (other than standard pickets or varied vertical spacing)
1	Decorative ironwork fences and/or gates
1	Front yard picket fence
1	Front yard arbor/trellis structure
1	Decorative column brackets (minimum of four)
1	Specially detailed columns (turned spindles, classic columns, slanted, etc.)

MATERIALS

2	Masonry chimney
2	Masonry foundation on all sides (minimum 18" high)
2	Masonry on 50% of all exterior walls on one story height house
1	Masonry on 25% of all exterior walls on two story height house
1	Masonry on 25% of all exterior walls on one story height house
1	Masonry on all columns viewable from the enfronting street
1	Uniquely detailed or patterned masonry
1	Front yard masonry wall

MISCELLANEOUS

1	Ornamental spandrels
1	Decorative corbels (minimum of 3)
1	Gazebo structure attached or unattached
1	Panel molding between elements
1	Other (describe) _____

ERIE VILLAGE ARCHITECTURAL STANDARDS CHART

Version 5.00 / July 2011

Style Description	Primary Roof Pitch	Roof Overhangs	Roof Eaves	Under Eaves	Walls Surfaces	Porch Columns	Window Panes
Greek Revival	4-6/12	12" Maximum	Closed	Classical orders	n/a	Tuscan style	Multipane over multipane
Gothic Revival	10/12 Minimum	18" Minimum	Closed	Decorative bargeboards	n/a	Classical orders	Multipane over multipane
Italianate	4/12 Minimum	12" Maximum	Closed	n/a	n/a	Ionic style	Multipane over multipane
Second Empire	Mansard Dual-pitched	12" Maximum	Closed	Decorative cornice	n/a	Classical orders	Multipane over multipane
Stick	8/12 Minimum	18" Minimum	Open	n/a	Decorative surfaces	n/a	Multipane over multipane
Queen Anne	8/12 Minimum	12" Maximum	Closed	n/a	Shingles &/or clapboard	Turned spindles	Multipane over one pane
Shingle	8/12 Minimum	12" Maximum	Closed	n/a	50% Minimum shingled	n/a	Multipane over multipane
Folk Victorian	6-12/12	18" Maximum	Open	n/a	n/a	Chamfered or spindles	Multipane over one pane
Colonial Revival	7-10/12	12"-18"	Closed	n/a	Brick or stone foundation min.	Classical prders	Multipane over one pane
Arts and Crafts	4/12 Minimum	18" Minimum	Open	Beams &/or braces	Some stucco &/or stone	Square or tapered	Prairie or multipane over one pane

ERIE VILLAGE LANDSCAPE STANDARDS

Effective April 2010

INTRODUCTION

The intent of these standards is to encourage landscapes that are harmonious with the design of Erie Village while conserving water and providing a healthy, attractive neighborhood for all. A well-landscaped neighborhood preserves and increases everyone's property value.

These standards apply to all FRONT and SIDE YARDS, unless otherwise noted.

Side yards are defined as:

(a) Seen readily from the street

(b) No greater in depth than the house

Erie Village is unique in its concept of Victorian era homes and settings. To maintain this feel and set us apart from other neighborhoods, popular mountain landscapes, prairie-scapes, and more naturalistic designs are not appropriate.

Erie Village is an ideal setting for cottage gardens, "grandma's garden," formal Victorian gardens and similar styles. These types of styles create colorful "turn of the century" beauty using the delightful array of water-wise flowers and bushes now available.

Please read these standards thoroughly or, if you are using a landscape service, make sure they have read and understand these standards. Call the Architectural Review Committee (ARC) with any questions.

Variances and exceptions to these standards may be granted by the ARC where deemed necessary and beneficial. The ARC may revise standards as necessary. All requests for exceptions must be made in writing. Any exception granted will be considered unique and will not set a precedent for future exceptions being granted or denied.

GENERAL REQUIREMENTS

Every residential property owner is required to comply with the established standards.

To obtain approval, two complete sets of landscape plans (at a scale of 1” = 10’ or larger) are to be submitted to the ARC for approval within 45 days of a Certificate of Occupancy being issued by the Town of Erie. Plans need to:

1. Include owner’s name, site address, and phone number
2. Include landscape designer’s name and phone number
3. Be based on a site survey made of the house and lot after foundations are in place
4. Indicate location of streets adjacent to the property
5. Include locations of all utility easements, right-of-ways, and other legal restrictions
6. Provide specifications for the landscape including the following:

   Grading (if changed from builder’s final grade), decks, play structures, raised beds, walls, fences, paving, irrigation, plantings (trees, shrubs, perennial plants, grass) including location, variety and size, mulch type

In case of an established landscape, any major alterations of the initial landscaping plan or grading of property must be discussed with adjacent property owners and approved in advance.

Note: The review and approval requirements described in these standards cover only the appearance of the landscape. The ARC is not responsible for design or construction defects or failure of the landscape to provide safe grading, drainage, or irrigation.

REVIEW PROCEDURES AND COMPLETION SCHEDULE

Landscape plans **must be submitted and approved *prior* to commencing any landscaping.** Upon written approval from the ARC, landscape construction may commence.

Basic Landscaping:

Defined as the installation of sod, ground cover, mulch, irrigation, and street trees

- Must be completed within 90 days of Certificate of Occupancy (C.O.) being issued by the Town of Erie
- June 1 if C.O. is issued between October 1 and March 1

Supplemental Landscaping:

Defined as the remaining part of the approved landscape plan

- Must be completed within one year of receipt of C.O.

Final Walk-through

After landscape installation is completed, the owner shall contact the ARC for a final walk-through to verify that the submitted and approved plans were followed

GENERAL LANDSCAPE GUIDELINES

Landscape visible from the street shall be harmonious with the design and architecture of Erie Village. Defining features should include:

- Plants which provide a variety of heights
- Mixing lawns, groundcovers, or patios with flower and shrub beds and trees
- Colorful planting beds using annuals and/or perennial flowers, flowering shrubs, and trees.
- Planting densely enough to cover mulch areas within 2 years
- Use of approved construction materials and methods to create a quality, long-lived landscape which ages gracefully
- May include ornamental fences, low walls, or hedges as enclosures which complement and provide privacy for the home while not blocking the view between home and sidewalk.

Water is a limited resource, so water-conserving landscapes are important. Water conservation techniques may include:

- Plants chosen for low water use
- Plants grouped by water usage
- Efficient and appropriate irrigation
- Use of drip system and micro sprinklers for all other plantings

Landscapes which are not harmonious with the design and architecture of Erie Village and which will not be approved include:

- Mountainscapes using moss rock boulders and/or extensive rock mulch.
  While these can be beautiful, they do not fit the character of Erie Village.
- Strongly asymmetrical “modern” landscapes

SPECIFIC STANDARDS

1. Grading and Drainage

For the safety of the home, grading must provide a minimum of 2% grade away from house and unrestrained drainage from the lot. Only plants requiring less than 1/2” of water per week shall be used within 5’ of foundation.

2. Construction

Fences

- See ***Erie Village Fence Standard and Requirement Addendum***

Walls

- See ***Erie Village Architectural Standards***

Outbuildings (Sheds, Playhouses)

- See ***Erie Village Architectural Standards Addendum – Outbuilding Requirements***

Retaining Walls

- Must be less than 3’ tall and made of materials complementing the materials used for the house
- The use of pressure-treated wood is *not* acceptable due to toxicity and incompatible appearance.

Paths and Patios

- Brick, flagstone, crushed gravel, or concrete in brown, gray, or native stone colors are appropriate for house walks, paths, and patios.

Irrigation

An underground irrigation system is required for lawns needing weekly irrigation.

3. Plantings

The landscape design shall insure that when plants reach their mature size, there will be continuous plant cover over the portion of the lot visible from the street, without any plants being so large that they present a hazard to pedestrians. The plant cover requirement does not apply to paths, driveways, sidewalks, or patios.

Front and Visible Side Yards

- Landscape shall be no more than 2/3 lawn
- Landscape shall be no less than 1/3 lawn
- Plants adjacent to sidewalk and driveways shall be no higher than 30”
- Established trees along public walkways and streets shall be pruned so that lowest branches are 7’ above surrounding grade
- Planting to include a minimum of 10 varieties of shrubs, perennials, and ground covers (not including street trees), chosen to provide year-round color.

Sidewalk Greenway (5 feet between curb and property line)

- The greenway shall be treated as an extension of the front yard
- There shall be trees of a minimum of 1 ½” caliper planted at a maximum of 25’ apart but not further than 12 ½’ from an adjoining property
- All plantings (other than trees) shall be no higher than 30” at maturity

Trees

See the attached list of recommended and prohibited street trees. Trees shall be chosen and placed to allow for healthy and unrestricted growth.

Street trees shall be located as specified under *Sidewalk Greenway* section.

Mulch

All planting beds shall be mulched, preferably with organic mulch such as wood chips or bark. Recommended thickness for wood mulch is 3” for bushes (settled thickness) and ½” to 1” for perennial flowers and groundcover.

Use of rock mulch must be pre-approved by the ARC and is limited to no more than 5% to 10% of total mulched area at maturity. (Narrow rock-mulched areas for between-lot drainage do not require plantings.

ERIE VILLAGE HOA FENCE STANDARDS
AND REQUIREMENTS ADDENDUM
Effective April 2010

This addendum covers requirements for fences and free-standing walls.

Introduction

As with the intent of the landscape standards, the fencing standards are created to capture the overall look and feel of Erie Village. Decorative fencing, although not required, is strongly encouraged to complete and compliment your Erie Village Landscape.

These standards and requirements are not in lieu of, but in addition to, the residential building requirements already set forth by the Town of Erie.

All fence construction requires prior approval from the Architectural Review Committee (ARC) and should generally be submitted at the same time as your landscape site plan for approval.

All fences constructed after initial landscaping are subject to prior approval as well.

All fence construction requires pulling of a building permit through the Town of Erie and no construction may begin before your site has a valid permit and approval from the ARC.

These standards and requirements apply to all fencing on your property and are NOT limited to just front and side yards.

Please read these standards and requirements thoroughly or if you are using a landscape service, make sure they have read and understand these standards and requirements. Call any member of the ARC with any questions.

Variances and exceptions to the Erie Village unique standards may be granted by the ARC where deemed necessary and beneficial. The ARC may revise these standards, as it deems necessary. All requests for exceptions to these standards must be made in writing. Any exception granted will be considered unique and will not set a precedent for future exceptions being granted or denied.

General Requirements:

Every residential property owner is required to comply with the established standards.

To obtain approval, two (2) copies of the Fence plan [scale of 1” = 10’ or larger] and a completed ***Erie Village HOA Fencing Plan Submittal form*** are to be submitted to the ARC for approval. *(One copy will be returned to you for your records.)* ***Erie Village HOA***

Fencing Plan Submittal forms can be obtained from the HOA management company, or by contacting any ARC or Board member.

Plans need to:

1. Include the owner's name, site address and phone number. Include the landscape designer's name and phone number (if one is used).
2. Be based on a site survey (plot plan) made of the house and lot after foundations are in place.
3. Include locations of all utility easements, right-of-ways and other legal restrictions.
4. Provide specifications for the Fence including, but not limited to, the following: Location of fence runs, height of fence runs, location and dimensions of gates, materials being used to construct the fence (wood, PVC, wrought iron, etc.) picket and post sizes, spacing and styles, color or finish.

General Fencing Requirements:

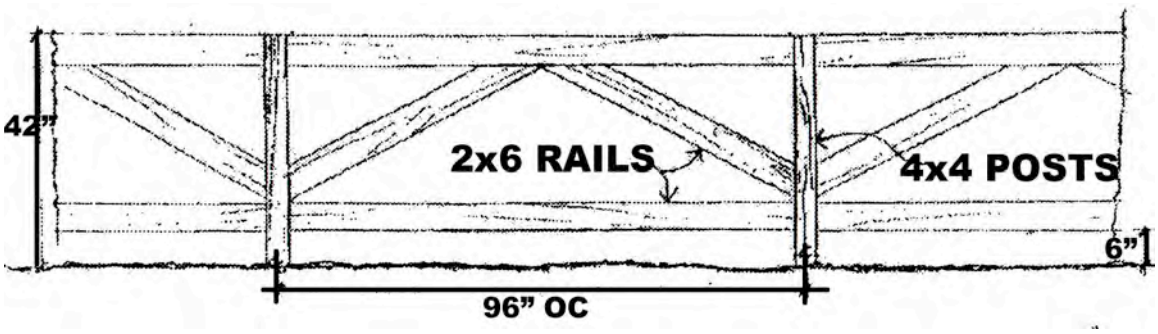
- Materials: wood, metal, vinyl – NO chain link fences permitted.
- Color/finish: white, grey, off-white, or black for wrought iron fences. Painted fences should be harmonious to the color of the home and are subject to approval.
- "Friendly" side of fence (no posts and rails) to be constructed so that the "less friendly" side (post and rails) faces in toward your own property.
- Fence runs in front and side yards, as well as runs that border parks and open space, shall be a maximum height of 42 inches (3.5 feet).
- Fence runs in back yards or in between homes shall have a maximum height of 72 inches (6 feet) and a minimum of 48 inches (4 feet). Street facing fences in side yards shall be a minimum of 25 feet back from the front of the house.
- Fence runs that border parks and open space must follow specific rules as per the attached "Appendix E of the Development Plan" This includes fences facing drainage ditch areas.
- Neighbors with adjoining property lines should be in agreement of fencing styles and heights. However, the ARC will have the final say in disputes.
- Fence runs in front and side yards, as well as runs that border parks and open space, shall be open or more than 50% spaced, split or picketed.
- Gates must latch to stay closed when not in use.
- No above ground electric fencing will be allowed.
- Absolutely no chain-link fencing will be allowed.
- Note that the Town of Erie currently requires all fence runs along front sidewalks must be set back at least 12 inches (1 foot).
- Homeowner must secure a building permit from the Town of Erie before construction begins.

ERIE VILLAGE FENCING
APPENDIX E
(for fences along open spaces)
Version 2.0
Effective April 2010

Requirements for fences that border open spaces shall be as follows:

- 4x4 posts, set 30” deep
- Posts 96” apart on center
- 2x6 rails, as illustrated
- Rails attached with 3” min deck screws
- All wood stained two coats Sherwin-Williams Leeward SW 3533 or equivalent

Mesh grid 2”x4” may be attached on the privacy side of the fence, at owner’s option



ERIE VILLAGE ARCHITECTURAL STANDARDS ADDENDUM
OUTBUILDING REQUIREMENTS
Version 1.0
Effective April 2010

Every lot within the Erie Village is entitled to position/build one shed, barn, or one outbuilding (in addition to the primary house and carriage house) within its property lines, compliant not only with city codes, but with the following Erie Village Architectural Standards.

The shed, barn, or outbuilding shall be constructed of similar material as the principal residence on the property, in the same style, and shall be painted identically to the principal residence on the property.

Every effort shall be made to position the shed, barn, or outbuilding in such a location that it is not visible from the street. If it is visible from the street, the side facing the street shall have at least one window with the frame similar to the window frames of the principal residence.

The maximum, exterior dimensions of the shed, barn, or outbuilding shall not exceed those listed below:

Length - 10 feet (120 inches)
Width - 10 feet (120 inches)
Height - 10 feet (120 inches)

The roof of the shed, barn, or outbuilding at its maximum height shall not exceed 10 feet, have a minimum pitch of 3:12, and be hipped, gambrel, or gabled.

If the principal residence on the property has small decorative elements such as circles, stars, scrolls, etc., then the shed, barn, or outbuilding shall also have similar decorative elements.

If exterior light fixtures are on the shed, barn, or outbuilding, they shall minimize 'light trespass' on neighboring streets and properties. A light fixture that has a hood or shield that directs the light downward and away from neighboring properties is preferred. A lamp within a frosted glass casing is also acceptable.
Approved light fixtures shall be limited to those reasonable for safety and security, and light output per fixture shall not exceed 900 lumens (equivalent to a 60 watt incandescent bulb or 15 watt compact fluorescent bulb). The number of exterior light fixtures shall not exceed two.

PLAYHOUSE REQUIREMENTS

Custom built play houses are encouraged, and must follow the standards for outbuildings.

ERIE VILLAGE ARCHITECTURAL STANDARDS ADDENDUM
SOLAR PANELS
Version 1.0
Effective April 2010

The intent of these standards is to providing an attractive neighborhood for all. The HOA fully supports the utilization of energy efficient devices, but at the same time requires these devices and installations to look esthetically pleasing, inasmuch as cost and efficiency are not significantly affected (see Colorado House Bill 08-1270). To support this, the Architectural Review Committee has developed the following standards for all homeowners who wish to install solar panels on their premises.

To avoid affecting the grace and lines of the front of the house:

1. Electrical conduits or wiring for the panels must not come down the front of the house.
2. Electrical boxes used to support the solar panel system must not be located on the front of the house or be visible from the sidewalk or street.

To make the solar panels less obtrusive, and the overall effect more esthetically pleasing for the neighborhood:

1. Panels should be installed contiguously rather than in several clusters, when possible.
2. Panels should be installed on the rear of the house, when this is an option.
3. Panels should have the lowest possible profile.
4. Panels should be installed as high as possible on the residence. If a porch roof and a second story roof are both available for the installation, then the higher roof is preferred.

Excerpt from the
DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ERIE VILLAGE SUBDIVISION, ERIE, COLORADO

ARTICLE V
Architectural Review Committee

5.01 Approval of Improvements Required. No improvement shall be constructed, erected, or maintained upon the Lots, other than construction performed by Declarant, without the specific approval of the Architectural Review Committee, hereinafter known as the ARC.

Improvements requiring approval of the ARC shall include the construction, reconstruction, remodeling, addition to, or alteration of the exterior of any dwelling unit or any exterior structure located upon the Lots; the demolition or destruction, by voluntary action, of any dwelling unit, structure, or other improvement located upon the Lots; the grading, excavation, filling, or similar disturbance of the surface of the land including the removing of trees or retaining walls; and any change or alteration of any previously approved improvement including any change of exterior appearance, color, or texture.

5.02 Members of ARC. The ARC shall consist of three (3) persons. Declarant shall have the right to appoint and remove the ARC members who need not be Owners, until the completion of all of the improvements to the Properties by the Declarant or seven (7) years from the date of recording of this Declaration, whichever shall first occur. In addition, Declarant may terminate its right of appointment by providing written notice to the Executive Board or the Secretary of the Association. Thereafter members shall be appointed by the Executive Board for three year terms except terms for the initial ARC appointed by the Executive Board shall be one year for one member, two years for one member, and three years for one member. All members appointed by the Board to the ARC must be Owners and shall be entitled to reasonable compensation for their service as approved by the Executive Board. In the event the ARC is not properly formed or ceases to exist, all functions delegated to the ARC shall be administered directly by the appointing body, i.e. the Declarant or the Executive Board.

5.03 Procedure for Approval. Prior to commencement of work on an improvement as defined in this Article, the applicant desiring such improvement or approval shall submit two complete sets of plans to the ARC showing the location of the structures and improvements and showing all aspects of the proposed improvements together with the proposed colors and materials for fences, roofs, and exteriors and any additional plans or information requested by the ARC. In addition, the applicant shall pay any review fee established by the Executive Board. The ARC shall have the right to inspect the premises prior to approval and during and after completion of construction. Until receipt by the ARC of all required materials and the review fee in connection with the proposed improvement or approval, the ARC may postpone review of the request. No improvement defined under this Article shall be constructed,

erected, altered, or maintained within the Properties until the final plans and specifications therefore have received written approval by the ARC as herein provided.

5.04 Decision of ARC. The decision of the ARC shall be made within thirty (30) days after receipt of all materials and plans required to be submitted to the ARC. The decision shall be in writing and, if the decision is not to approve a proposed improvement, the reasons therefore shall be stated. The decision shall be promptly mailed to the applicant at the address furnished by the applicant. A majority vote of the ARC shall constitute action by the ARC. In the event of a tie vote, the request shall be treated as having been denied.

5.05 Criteria for Approval. The ARC shall have the right to disapprove any application which is not suitable or desirable for aesthetic or other reasons. The ARC shall have the right to take into consideration the suitability of the proposed improvement, the materials of which it is to be built, the color, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, the topography of the land, the effect of the proposed improvement on adjacent or neighboring property, and whether the improvement is in accordance with all of the provisions and intent of this Declaration and any Architectural Standards adopted under Section 5.11 hereinafter set forth. Variances and exceptions may be granted by the ARC where it is deemed necessary and beneficial for the neighborhood. The application may be rejected if the plans and specifications submitted are incomplete. The ARC may condition its approval of any application upon such terms, conditions, and changes as the ARC may deem appropriate.

5.06 Appeal to the Executive Board. If the ARC denies approval of a proposed improvement, the applicant may appeal to the Executive Board by giving written notice of such appeal to the Executive Board within ten (10) days after such denial. Any other interested Member who is adversely affected by the ARC's decision may appeal to the Executive Board by giving written notice of such appeal to the Executive Board within ten (10) days after the ARC's decision. The Executive Board shall hear the appeal with reasonable promptness after reasonable notice of such hearing to the applicant, the ARC, and if the appeal was made by another interested Member, to the Member bringing the appeal. The Executive Board shall decide the appeal with reasonable promptness. The decision of the Executive Board shall be final and binding upon all parties.

5.07 Failure of ARC to Act on Plans. Any request for approval of a proposed improvement shall be deemed approved unless written disapproval is mailed to the applicant within thirty (30) days after the date of receipt by the ARC of all necessary materials as determined by the ARC. This manner of approval may be appealed to the Executive Board by any Owner in the same manner as set forth at 5.06 above. Any failure of the ARC to act under this section shall not be deemed a waiver of any right to withhold approval or consent for a similar proposal submitted in the future.

5.08 Noncompliance. If the Board or ARC finds that any improvement

has been done without obtaining the necessary approval under this Article or was not done in compliance with the plans and specifications furnished by the applicant, the applicant shall be notified in writing of the noncompliance. Upon receipt of said notice, the applicant shall remedy or remove the improvement or portion which is in noncompliance within fifteen (15) days of the date the written notice of noncompliance was mailed.

The applicant may appeal a notice of noncompliance within ten (10) days of the mailing of the notice by filing a written request for review with the Executive Board. Upon receipt of said written notice of review, the Board shall decide as soon as reasonably possible whether there has been noncompliance. The decision of the Board shall be binding on all parties. In reviewing the matter, the Board may review any information it deems pertinent and request that any additional materials be supplied for its review.

In the event the applicant or any Owner fails to remedy any noncompliance, the Executive Board may take any and all steps it deems necessary to effectuate such a remedy or to remove the noncompliance including all rights under law. The Executive Board may remove the noncomplying improvement from the property and assess the costs of removal against the Owner. In addition, the Executive Board may, at its discretion, levy a fine or Individual Assessment against said Owner for all costs and expenses incurred in the matter or in the removal of any noncomplying improvement, including reasonable attorneys' fees.

5.09 No Implied Waiver. No action by the ARC or by the Executive Board shall constitute a waiver or be binding with respect to future action by the ARC or the Executive Board under this Article. Specifically, no approval or failure to act by the ARC or the Board with respect to any request shall be deemed a waiver of any right to withhold approval or consent for any other proposed improvement or for any other similar proposals.

5.10 No Liability for Committee Action. No member of the ARC, nor any member of the Executive Board nor the Declarant shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the ARC or Executive Board unless it be due to the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the ARC shall not be responsible for reviewing, nor shall its approval of an improvement or plan be deemed approval from the standpoint of safety, or imply that said improvement is in conformance with building codes or other governmental laws or regulations.

5.11 Architectural Standards/Design Guidelines. The ARC has the authority to promulgate rules and regulations to interpret and implement the provisions of this Declaration. The rules and regulations may contain guidelines which will clarify the types of designs and materials that will be considered in design approval. All improvements proposed to be constructed as defined and described in this Article shall be constructed in accordance with any Architectural Standards adopted and also in accordance with the procedures set forth in this Article.