

Posted: \_\_\_\_\_

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**Town of New Castle**  
450 W. Main Street  
PO Box 90  
New Castle, CO 81647

**Administration Department**  
**Phone:** (970) 984-2311  
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[www.newcastlecolorado.org](http://www.newcastlecolorado.org)

## Agenda

### **New Castle Town Council Regular Meeting Tuesday, May 16, 2023, 7:00 PM**

Starting times on the agenda are approximate and intended as a guide for Council. The starting times are subject to change by Council, as is the order of items on the agenda.

Virtual Meetings are subject to internet and technical capabilities.

[To join by computer, smart phone or tablet click HERE](#)

If you prefer to telephone in:

Please call: 1-346-248-7799

Meeting ID: 709 658 8400

Follow the prompts as directed. Be sure to set your phone to mute until called on

The Council Packet is available [HERE](#)

#### **Call to Order**

#### **Pledge of Allegiance**

#### **Roll Call**

#### **Meeting Notice**

#### **Conflicts of Interest**

#### **Agenda Changes**

#### **Citizen Comments on Items not on the Agenda**

-Comments are limited to three minutes-

#### **Consultant Reports**

Consultant Attorney

Consultant Engineer

#### **Items for Consideration**

- A. Consider Ordinance TC 2023-2 - an Ordinance of the New Castle Town Council Approving a Final PUD Development Plan for Lakota Canyon Ranch PUD Filing 8 (Longview) and Final Subdivision Plat for Filing 8, Phase 1 (1st reading)**

**B. Records Request Policy Update**

**C. Discussion of Train Safety**

**D. Executive Session for discussion of a personnel matter under C.R.S. Section 24-6-402 (f)(I) regarding the Town Clerk's Office, and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees**

**E. Executive Session (1) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e) concerning the Kamm lot lease**

**Consent Agenda**

Items on the consent agenda are routine and non-controversial and will be approved by one motion. There will be no separate discussion of these items unless a council member or citizen requests it, in which case the item will be removed from the consent agenda.

[April](#) Bills of \$1,001,530.45

[April](#) 4, 2023 minutes

**Staff Reports**

Town Administrator

Town Clerk

Town Treasurer

Town Planner

Public Works Director

**Commission Reports**

Planning & Zoning Commission

Historic Preservation Commission

Climate and Environment Commission

Senior Program

RFTA

AGNC

GCE

EAB

**Council Comments**

**Adjourn**



**TOWN OF NEW CASTLE, COLORADO  
ORDINANCE NO. TC 2023-3**

**AN ORDINANCE OF THE NEW CASTLE TOWN COUNCIL GRANTING  
CONDITIONAL APPROVAL OF A FINAL PUD DEVELOPMENT PLAN FOR  
LAKOTA CANYON RANCH PUD FILING 8 (LONGVIEW) AND VESTED  
RIGHTS FOR THE SAME AND THE FINAL SUBDIVISION PLAT OF FILING 8,  
PHASE 1**

WHEREAS, RG Lakota Holdings, LLC and RG Lakota II, LLC (collectively, “Owner”) are the owners of certain real property within the Town of New Castle, Colorado (the “Town”) described in the attached Exhibit A, which property is located within the Lakota Canyon Ranch PUD (the “Property,” or “Filing 8,” or “Longview”); and

WHEREAS, the Property is zoned Mixed Use (MU) within the Lakota Canyon Ranch PUD; and

WHEREAS, on September 14, 2022, the Planning & Zoning Commission approved a Preliminary PUD Development Plan (“Preliminary Plan”) for Filing 8 and a Preliminary Plat (“Preliminary Plat”) for Phase 1 of Filing 8; and

WHEREAS, on February 3, 2023, Dwayne Romero, on behalf of Owner (“Applicant”) submitted an application requesting approval of a Final PUD Development Plan for Filing 8 (“Final Plan”) and a Final Plat for Phase 1 of Filing 8 (the “Phase 1 Final Plat”) (collectively, the “Application” as further defined below);

WHEREAS, the Application proposes the construction of 185 residential units (108 rental apartments, 21 townhomes, 28 single-family homes, and 28 Mixed-Use Flats), 51,407 square feet of commercial space, and open space areas on a total of 17.51 acres; and

WHEREAS, the Applicant intends to develop the Property and the public improvements associated with the same in up to ten phases; and

WHEREAS, the Town of New Castle Planning & Zoning Commission (“Commission”) held a duly noticed public hearing on April 12, 2023, to consider the Application and recommended that Town Council approve the Application with conditions; and

WHEREAS, Applicant has requested vested rights for the Final Plan, which Final Plan constitutes a site-specific development plan under Section 16.36.020 of the Town Municipal Code; and

WHEREAS, pursuant to Code Section 16.36.060, a duly-noticed public hearing was held by Town Council on May 2, 2023, to consider the Application and vested rights for the Final Plan; and

WHEREAS, Town Council has considered the Application materials, testimony, and other evidence from Staff, the Applicant, and members of the public concerning the Application; and

WHEREAS, Town Council has determined pursuant to Section 16.36.050 of the Code that vested rights for the Final Plan are appropriate considering the phasing of development of Filing 8; the substantial benefits conferred upon the Town and its citizens by the additional parks and open space, sales tax revenue, employment opportunities, and affordable housing opportunities incorporated into the Filing 8 mixed-use development; and the other unique characteristics of the proposed development; and

WHEREAS, based on the Application, testimony, and other information presented, subject to compliance with the terms and conditions of this Ordinance, Town Council finds that the Application complies with the following review criteria set forth in Sections 16.16.020(G) and 17.100.050(H) of the Code:

1. Consistency with the comprehensive plan;
2. Compliance with zoning and density requirements;
3. Compatibility to neighboring land uses;
4. Availability of town services from public works (including water and sewer services), fire, and police;
5. Adequacy of off-street parking and vehicle, bicycle, and pedestrian circulation;
6. Required open space or parks designed for active or passive use by residents of the subdivision and the public; and
7. Development consistent with the natural character, contours, and viewsheds of the land

WHEREAS, Town Council finds further that the Application meets the goals described in Code Section 16.04.010, satisfies the criteria set forth in Code Section 17.72.090, and conforms or will conform with the conditions of approval of the Preliminary Plan; and

WHEREAS, Town Council now desires to approve the Application and vested rights for the Final Plan pursuant to the terms and conditions of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF NEW CASTLE, COLORADO:

1. Recitals. The foregoing recitals are incorporated by reference as findings and determinations of Town Council.
2. Definition of the Application. The “Application” consists of the documents and information identified on Exhibit B, plus all representations of and other documents presented by the Applicant reflected in the recordings and minutes of the Planning and

Zoning Commission public hearing held on April 12, 2023, and the Town Council meeting and public hearing held on May 2, 2023.

3. Approval of Final Plan: The Final Plan proposes:
  - a. The development of 185 residential units (108 rental apartments, 21 townhomes, 28 single-family homes, and 28 Mixed-Use Flats), 51,407 square feet of commercial space, and open space as depicted on the final Lakota Canyon Ranch PUD Filing 8, Longview Master Plat/Plat dated April 5, 2023 (the “Master Plat/Plan”), Site Plan dated February 25, 2023, Site Plan Unit Count Info sheet dated January 13, 2023, and as otherwise described in the Application;
  - b. Multi-family, mixed-use, and single-family use areas in the locations and with the acreage depicted on the Acreage Use Diagram dated January 13, 2023;
  - c. Use and other zoning standards as described and depicted on the Zoning Diagram dated January 13, 2023;
  - d. Building elevations and architectural design and materials as described and depicted in the Precedent Images, Design & Material Notes, and architectural drawings and floor plans dated April 26, 2023;
  - e. The subdivision of the Property into 39 lots as shown on the Master Plat/Plan by platting the phases shown on the Master Plat/Plan in up to 10 phases; and
  - f. Phase plats and amended final plats for the multi-family buildings will be submitted for approval at the staff level, provided that the phase plats, amended final plats, and multi-family buildings are in substantial conformance with the approved Application.

Town Council hereby approves the Final Plan, subject to compliance with all conditions set forth in Section 7 of this Ordinance.

4. Subdivision. Applicant has submitted the Phase 1 Final Plat, which proposes to subdivide Phase 1 into three single-family lots and three future development parcels. The Phase 1 Final Plat takes into account adjustments made between Lakota Canyon Ranch Parcels A1-1 and Parcel A2, which will be accomplished through a boundary line adjustment plat that will be recorded prior to the Phase 1 Final Plat. Town Council hereby approves the Phase 1 Final Plat, subject to compliance with the applicable conditions set forth in Section 7 of this Ordinance.

5. Zoning. Development and use of the Property under the Final Plan is subject to the following restrictions and requirements:

- a. The restrictions and requirements of the MU Zone District of the Lakota Canyon Ranch PUD Zoning Regulations, Section 17.128.070 of the Code, as may be amended or recodified from time to time, subject to the following variations:
  - i. The maximum height of Building CR-5 shall be 44 feet consistent with the building elevations materials dated April 26, 2023. The A-1 Building types shown on the Application's most recent site plan shall be designed and constructed as partially sunken structures with a maximum height of 35 feet per building. The maximum height of all other structures within Filing 8 shall be 35 feet as provided in Section 17.128.010.
  - ii. The five apartment buildings (Building types A-1 and A-2 as described and depicted in the Application) shall be allowed to exceed the maximum number of units per building (10 per Section 17.128.070(I)) as follows:
    - a. A-1 Buildings: up to 24 units per building; and
    - b. A-2 Buildings: up to 20 units per building.
  - iii. The total number of commercial parking spaces required for Filing 8 shall be reduced by 40% from what is otherwise required under the Lakota Canyon Ranch PUD standards, subject to the implementation of a shared parking arrangement among the commercial, mixed-use, and multi-family uses within Filing 8. The 40% reduction will apply to Phases 2 and 3 as shown on the Master Plat/Plan, regardless of whether those phases are platted and developed in multiple sub-phases.
  - iv. A "floating zone" is established for the Phase 3 area shown on the Master Plat/Plan—which phase may be platted and developed in multiple sub-phases—allowing for up to an additional 10,000 square feet of commercial floor area within the buildings in the "floating zone." The additional commercial space may be approved as an administrative amendment to the PUD. The 40% "shared parking" reductions shall apply to any additional commercial floor area and no additional parking spaces will be required if the additional commercial space is utilized; provided, however, that the floating zone will be subject to the annual shared parking audit, including the satisfaction of any mitigation measures required as part of the audit process. The overall cap on commercial square footage within the Lakota Canyon Ranch will continue to apply, and the additional commercial square footage provided for in the floating zone is subject to said cap.
  - v. Any modifications approved by the Town and shown on any final phase plat for the Property. In the event of any conflict between the

Zone District text or this Ordinance and the final plats for the Property, the final plat shall control.

- b. All other applicable provisions of the Code; and
  - c. All applicable Ordinances of the Town.
6. Vested Rights. Town Council finds that the requirements of Section 16.36 for obtaining vested rights for Filing 8 have been satisfied and hereby approves the following vested rights for Filing 8:
- a. The vested rights period for Filing 8 will be ten (10) years from the effective date of this Ordinance.
  - b. All phase plats for Filing 8 shall be recorded within ten (10) years of the effective date of this Ordinance.
  - c. Vested rights for each individual phase of Filing 8 shall be valid for three (3) years from the recording of the final plat for that phase, subject to the maximum vested rights period of 10 years.
  - d. The recordation of a phase plat will not extend the maximum vested rights period for Filing 8 beyond 10 years.
  - e. The following are exceptions to the vested rights for Filing 8:
    - i. Development of Filing 8 will be subject to any wildland urban interface regulations in effect at the time of building permit, regardless of the approved Final Plan.
    - ii. Owners of property within Filing 8 will be required to comply with the sign code in effect at the time of application for a sign permit. There is no grandfathering of or vested rights for signage within Filing 8.
7. Conditions. Approval of the Application, Final Plan, and Phase 1 Final Plat are subject to and contingent up on satisfaction of the following conditions:
- a. All “tuck-in” parking beneath A-2 type apartments and CR-1 mixed-use building shall be reserved for residential tenants of those respective buildings.
  - b. The shared parking arrangement in Phases 2 and 3 of Filing 8 shall be subject to the following parking audit process:

On the first anniversary of initial implementation of shared parking in Phase 2 and Phase 3 of Filing 8 and annually thereafter for four additional years, Town Council shall review and take comment regarding the shared parking arrangement for Phase 2 and/or Phase 3, as applicable, to determine whether

the arrangement adequately meets the needs of the owners and residents affected. The Fox Tuttle Parking Strategies Memorandum dated \_\_\_\_\_, 2023 (the “Parking Memorandum”) included in the Application establishes the process for evaluating the shared parking arrangement and sets the performance measures for the arrangement. If a “significant impact” is identified as provided in the Parking Memorandum, Town Council, in its discretion, may require Applicant to implement one or more of the Parking Demand Management Strategies listed in the Parking Memorandum.

- c. Each Filing 8 plat shall indicate whether the property included in the plat is subject to the covenants for the Lakota Canyon Ranch Master Association, a Lakota Canyon Ranch sub-association, and/or an association independent of the Lakota Canyon Ranch community. Covenants addressing shared parking, including management and enforcement requirements, hours of use, penalties for violation, maintenance responsibilities, and the reserved parking arrangements identified above shall be recorded with the applicable final plat(s). Copies of any new covenants shall be submitted to and approved by the Town Attorney prior to recordation of a final plat.
- d. Prior to the first building permit application for each phase, the Applicant shall specify the location of any sustainability initiatives identified in the Application. Applicant shall use commercially reasonable efforts to implement the full list of initiatives included in the Application by the time of Filing 8 completion.
- e. In addition to the provisions of Chapter 16.16 of the municipal code, plats for all phases shall identify streets and sidewalks dedicated as public rights-of-way, travel direction for one-way streets, locations for on-street parking, any dedicated open space, easements for snow storage, and any necessary signage as required under Condition F.
- f. Streets or sides of streets showing no parking in in the Application shall be signed “No Parking this Side of Street” and placed in locations recommended by Public Works and the Police Department.
- g. All outside parking areas facing a residential-only use shall have a landscape buffer to obscure vehicles from view per Code Section 17.128.070.
- h. Following construction of the CR-5 building, Applicant shall submit an improvement location certificate to the Town to confirm that the CR-5 building is no taller than 44 feet.
- i. Applicant shall contribute 25% of the estimated cost of traffic signal improvements at the Castle Valley Ranch Boulevard/Faas Ranch Road intersection in the form of dedication of land to the Town for a right-of-way of sufficient size to accommodate a two-lane roundabout in generally the location shown on the diagram prepared by

- the Town Engineer dated April 11, 2023. Applicant will dedicate the land indicated on the staff diagram for a roundabout on the Third Amended & Restated Subdivision Exemption Plat. The final location and dimensions of the right-of-way dedication will be determined by the Town Engineer prior to recordation of the Third Amended & Restated Subdivision Exemption Plat. Nonpermanent encroachments into the roundabout area will be permitted subject to a revocable license approved by Town Council. Minimum setbacks from the roundabout may be adjusted as needed on the Phase 2 and/or Phase 3 final plat or sub-plats so that no change to the approved site plan for Filing 8 will be required to accommodate the roundabout. The land dedication by Applicant as provided in this condition will satisfy all of the Filing 8 traffic mitigation obligations at the Castle Valley Ranch/Faas Ranch Road intersection.
- j. Applicant shall implement and comply with the affordable housing plan included in the Application. Applicant shall prepare all necessary deed restrictions and agreements needed to formalize the affordable housing plan, which deed restrictions and agreements shall be subject to review and approval by the Town Attorney. Any deed restriction shall be recorded at the same time as—and as a condition of—recordation of the phase plat creating the lot(s) or units to be encumbered with the deed restriction.
  - k. The Applicant shall include an additional potable water service line and curb stop for a water sample station. The sample station shall be purchased and installed by the Town. The additional service line and curb stop shall be located near the intersection of Drive F and Drive H or, if such location is unfeasible, another location approved by Public Works. Any easements necessary for the sample station will be dedicated to the Town on the appropriate plat.
  - l. Applicant shall provide a conceptual landscape plan to staff for each phase of development illustrating size, type, and location of plant materials and an irrigation plan, if applicable. Plans submitted to obtain a building permit for any building shall demonstrate no more than 2,500 square feet of sod per dwelling unit as specified in 13.20.060 of the Municipal Code. Plans submitted to obtain a building permit must also identify measures (e.g., retaining walls, swales, perimeter drains, sumps, etc.) for diverting surface water drainage away from adjacent lots. The landscape plans for the townhome and A-1 buildings in Phase 2 or its sub-phases shall incorporate trees and other appropriate screening from the golf course. The landscape plan for the townhome buildings and private drive in Phase 4 shall incorporate trees and other appropriate screening from the adjacent homes on Blackhawk Drive.
  - m. The development of Filing 8 shall comply with all applicable building code and municipal code requirements, including all sign code regulations and any wildland-urban interface regulations, in effect at the time of development of the property, as well as all recommendations of the Town Engineer and Town Public Works Director provided in response to review of the Application. All building permit

- applications subject to the provisions of the International Fire Code or matters requiring fire alarms and/or fire suppression shall be submitted to the Fire Marshal for review and comment.
- n. Submit a construction phasing plan for staff approval that identifies, at a minimum, each of the following components for each phase or sub-phase of construction:
    - i. Buildout phases;
    - ii. A schedule that identifies
      1. the sequencing of infrastructure, road, and building construction;
      2. the sequencing of occupancy and egress for residents during construction;
      3. construction traffic flow with any alternative means of project access;
      4. location of construction parking;
      5. list of construction hours; and
      6. any necessary traffic control plans during construction;
    - iii. Storage and staging areas for construction equipment and materials;
    - iv. Location of temporary snow storage;
    - v. Drainage and erosion control best management practices (BMP's);
    - vi. Conformance to all requirements and specifications approved by the Fire Marshal concerning temporary access for each phase including, but not limited to, temporary hammerhead turnarounds at dead end streets and any necessary ingress/egress routes for emergency personnel and equipment during construction.
  - o. Street names shall be approved by Garfield County Communications to avoid any duplication of names in the county dispatch area.
  - p. Designate locations of mailbox kiosks with written authorization from the local postmaster.
  - q. Landscaping and open space shall be perpetually weed free per the Colorado Noxious Weed Act and any recommendation of Garfield County and New Castle Public Works.
  - r. The plat making the lot line adjustments with Parcel A1-1 and Parcel A-2 shall be executed and recorded within 180 days of the final approval of the Application. The Third Amended & Restated Subdivision Exemption Plat will be updated to incorporate the change made by the foregoing and be recorded at the same time as the lot line adjustment plat.
  - s. The sale of individual lots or units within Filing 8 may not occur until a plat creating the lot or unit is recorded with Garfield County.



- t. Prior to the recordation of the Phase 1 Final Plat, the Applicant shall enter into a subdivision improvements agreement with the Town in a form acceptable to the Town Attorney and provide security for the public improvements required thereunder.
  - u. Phase plats that are in substantial compliance with the approved Application may be approved on a staff level and shall be recorded with Garfield County before commencing construction of any individual building within a phase. No grading or excavation for the construction of a building shall occur until a permit is used for that specific building. Applicant may commence grading and excavation for infrastructure for public improvements in areas of the project for which a phase plat and subdivision improvements agreement has not yet been recorded, provided that applicant has obtained a grading permit pursuant to the Town Code and posted security to cover the applicable grading and revegetation work.
  - v. A subdivision improvements agreement shall be recorded with each phase plat, including a cost estimate for the public improvements within the phase as well as any public improvements located outside of such phase that will be constructed in conjunction with the construction of such phase. At the time of recordation of the phase plat and SIA, the developer shall be required to post financial security in a form acceptable to the Town Attorney for the public improvements located within the phase and to be constructed in conjunction with such phase.
  - w. One or more phase plats may include one or more lots upon which townhome buildings will be constructed. Such phase plat shall show the building envelope for the townhome building but need not show the individual units. One or more amended plats to define the boundaries of the individual units within each building shall be prepared for each building envelope based on as-built surveys after construction, which amended plats may be approved on staff level. Individual units may not be sold or separately encumbered until and unless the amended plat showing such units has been approved by Town Staff, signed by the Town Administrator, and recorded in the real estate records of Garfield County.
  - x. All representations of the Applicant made verbally or in written submittals presented to the Town in conjunction with the Application before the Commission or Town Council shall be considered part of the Application and binding on the Applicant.
  - y. The Applicant shall reimburse the Town for any and all expenses incurred by the Town regarding this approval, including, without limitation, all costs incurred by the Town's outside consultants such as legal and engineering costs.
8. Severability. Each section of this Resolution is an independent section and a holding of any section or part thereof to be unconstitutional, void, or ineffective for any cause or reason shall not be deemed to affect the validity or constitutionality of any other section or part hereof, the intent being that the provisions of this Resolution are severable.

9. Effective Date. This Ordinance shall be effective 14 days after final publication pursuant to Section 4.3 of the Town Charter

INTRODUCED on May 2, 2023, at which time copies were available to the Town Council and to those persons in attendance at the meeting, read by title, passed on first reading, and ordered published in full and posted in at least two public places within the Town as required by the Charter.

INTRODUCED a second time at a regular meeting of the Town Council of the Town of New Castle, Colorado, on May 16, 2023, read by title and number, passed without amendment, approved, and ordered published as required by the Charter.

TOWN OF NEW CASTLE, COLORADO  
TOWN COUNCIL

By: \_\_\_\_\_  
Art Riddile, Mayor

ATTEST:

\_\_\_\_\_  
Melody Harrison, Town Clerk

Exhibits:

Exhibit A: Legal Description

Exhibit B: List of Application materials

**EXHIBIT A**  
Legal Description

Section: 32 Township: 5 Range: 90 Subdivision: WHITEHORSE VILLAGE AT LAKOTA CANYON RAN AMENDED PARCEL 3 FUTURE DEVELOPMENT PHASE 1 A RE-SUB OF BLK A, B1 & B2 LAKOTA CANYON RANCH FILING 1 4.42 ACRES

Section: 29 Township: 5 Range: 90 Subdivision: LAKOTA CANYON RANCH FILING #3 PHASE 1 FUTURE DEVELOPMENT PARCEL AS PLATTED PER RECEPTION NO. 665843 5.844 ACRES

Section: 29 Township: 5 Range: 90 PARCEL C-2 2ND AMENDED PLAT OF LAKOTA CANYON RANCH FKA EAGLES RIDGE RANCH. 5.321 ACRES

**EXHIBIT B**

Final PUD Application Materials

- a. Final Plan Submittal Packet – submitted April 5, 2023; updated April 26, 2023
- b. Parking Memorandum – April \_\_\_\_, 2023
- c. Affidavit of Public Notice – April 4, 2023; April \_\_\_\_, 2023
- d. Applicant Comment on Sustainability Initiatives – April 5, 2023
- e. Recording of April 6, 2023 site visit



**Town of New Castle Planning & Building  
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**Staff Report**

**Ordinance 2023 - 2  
Lakota Canyon Ranch - Filing 8  
Combined PUD and Subdivision Plan  
with Vested Rights  
Town Council – May 2<sup>nd</sup>, 2023**

Report Compiled: 4/28/2023

**Project Information**

**Name of Applicant:** Dwayne Romero

**Applicant’s Mailing Address:** 350 Market St. #304 Basalt, CO 81621

**Phone / Email:** 970-273-3100 / dromero@romero-group.com

**Property Address:** TBD

**Property Owner:** RG Lakota Holdings, LLC & RG Lakota II Holdings, LLC

**Owner Mailing Address** Same as Applicant

**Proposed Use:** 185 residential units; 51,407sf commercial space; 28 mixed-use flats, 108 rental apartments, 21 townhomes, & 28 single-family homes

**Legal Description:** Section: 32 Township: 5 Range: 90 Subdivision: WHITEHORSE VILLAGE AT LAKOTA CANYON RAN AMENDED PARCEL 3 FUTURE DEVELOPMENT PHASE 1 A RE-SUB OF BLK A, B1 & B2 LAKOTA CANYON RANCH FILING 1 4.42 ACRES

Section: 29 Township: 5 Range: 90 Subdivision: LAKOTA CANYON RANCH FILING #3 PHASE 1 FUTURE DEVELOPMENT PARCEL AS PLATTED PER RECEPTION NO. 665843 5.844 ACRES

Section: 29 Township: 5 Range: 90 PARCEL C-2 2ND AMENDED PLAT OF LAKOTA CANYON RANCH FKA EAGLES RIDGE RANCH. 5.321 ACRES

**Street Frontage:** Castle Valley Blvd.  
Faas Ranch Rd.  
Lakota Dr.  
Blackhawk Dr.

Whitehorse Dr.

**Existing Zoning:** Mixed Use (MU)

**Surrounding Zoning:** Single Family Residential; Multifamily Residential (Shibui, Senior Housing)  
Nonresidential (CRFR Fire House)

### **I. Introduction – Application History & Review Process**

On **April 12<sup>th</sup>, 2023**, the Planning & Zoning Commission (“P&Z”) held a public hearing for Resolution 2023-1 on a Final PUD/Subdivision application for Filing 8 in Lakota Canyon Ranch. P&Z voted unanimously to recommend Council approval of the application. Within sixty (60) days from the date of the P&Z’s recommendation, or within such time as is mutually agreed by the Town Council and the applicant, Council shall approve the application, with or without conditions, or deny the application according to the following approval criteria:

1. Consistency with the comprehensive plan;
2. Compliance with zoning and density requirements;
3. Compatibility to neighboring land uses;
4. Availability of town services from public works (including water and sewer services), fire, and police;
5. Adequacy of off-street parking and vehicle, bicycle, and pedestrian circulation;
6. The extent to which any required open space or parks are designed for active or passive use by residents of the subdivision or the public; and
7. Development consistent with the natural character, contours, and viewsheds of the land.

### **II. Brief Timeline and Themes from Meeting/Hearings:**

The applicant submitted the original sketch plan application on **June 21, 2021**. P&Z and Council both convened to review and comment on the conceptual plan which included the following:

- 196 residential units; 128 Rental Apartments, 48 Townhomes, & 21 Single-Family Homes; 75,900sf commercial space

The applicant conducted the obligatory community meeting at the Lakota Clubhouse on **October 21<sup>st</sup>, 2021**, and was later approved for a preliminary application by P&Z on **September 14, 2022**. The community meeting and the preliminary hearing generated mutually beneficial feedback from the applicant, Staff, P&Z, and the public concentrating on New Castle’s vision for smart-growth and quality-of-life. To these ends, certain themes emerged over the discussions. Some of those included:

- Prioritizing trails, open space, and connectivity (for wildlife & residents);
- Sustainability;
- Increased commercial amenities;
- Concern about pedestrian safety throughout the mixed-use area, specifically the crosswalk at Faas Ranch Road and Lakota Drive;
- Traffic congestion mitigation at the intersection of Faas Ranch Rd and Castle Valley Blvd (“CVB”) and the possibility of a roundabout;

- Preservation of viewsheds with three-story buildings, one of which exceeded the maximum building height;
- Building massing along CVB;
- Elevated noise levels near commercial businesses, being mitigated with limited hours and use;
- Strategies for snow maintenance and storage on public rights-of-way;
- Excessive lighting of parking lots and buildings;
- Reduced rent/workforce housing;
- “Shared” parking;
- Project phasing;

From these themes, the applicant submitted a revised final proposal, summarized in the table below (changes in ***bold italics***):

<b><u>Preliminary Plan</u></b>	<b><u>Final Plan</u></b>
• 185 residential units: 111 rental apartments, 20 townhomes, 25 flats, 29 single-family homes	• 185 residential units: <b><i>108 rental apartments, 21 townhomes, 28 flats, 28 single-family homes</i></b>
• Snow Storage: 0.85 acres	• Snow Storage: <b><i>0.82 acres</i></b>
• 40% gross area as open space	• No change
• 51,407 square ft interior commercial space	• No change
• Apt. buildings A-1, A-2: 20, 24 units/bldg. – max. residential units/bldg. variance	• No change
• Total residential density: 11.8 units/acre	• Total residential density: <b><i>10.6 units/acre</i></b>
• Apt. buildings max. 37ft – 2ft height variance	• Apt. buildings max. <b><i>35ft – no height variance</i></b>
• CR-5 building max. 44ft – 9ft height variance	• No change
• 450 off-street residential spaces (incl. driveways)	• No change
• 163 commercial shared parking spaces	• <b><i>171 commercial shared parking spaces</i></b>
• Shared parking spaces – 40% reduction variance	• No change
• CR-3 building – mixed use on both floors	• No change
• Drive G: two-way traffic	• No change
• Drive A: two-way traffic	• <b><i>Drive A: one-way traffic</i></b>
• Drive B (residential): two-way traffic	• <b><i>Drive B (residential): one-way traffic</i></b>
• Drive B (commercial): two-way traffic	• No change
• Drive C: public road	• <b><i>Drive C: private road</i></b>
• Drive C: six townhomes	• <b><i>Drive C: three townhomes</i></b>
• Faas Ranch Rd and Lakota Dr intersection	• <b><i>Enhanced visibility of pedestrian crosswalk</i></b>
• Pedestrian pathways on either side of Faas Ranch Rd. crosswalk	• <b><i>Additional lights and pathways/connectivity across crosswalk at Faas Ranch Rd.</i></b>
• Affordable housing broad concept	• <b><i>Affordable Housing Program; Exhibit A, pg. i-8</i></b>

### **III. Staff Review:**

Excerpt from the 2002 Lakota Master Plan, (Ord. 2002-18):

“The planning concept for the mixed-use zone is to create an attractive environment for community, commercial and retail in a pleasant central location. The community commercial area would be located close to the highway intersection for easy access to non-resident shoppers and would be convenient to the main Boulevard to cut down on traffic trip length and be located near residential areas to cut down on vehicle trips. In keeping with the objective to reduce motor vehicle trips, non-motorized trail systems shall be

designed throughout the project and connect residential and commercial districts in a convenient and logical manner. Office and service uses would be mixed into the development in non-store front locations including at the periphery of retail areas as well as on second stories. This would cut down on employee day trips. In some cases, smaller residential units may be mixed in with the commercial/office development, provided that in any building containing both residential and commercial space, there shall be no ground floor residential dwelling units on the same side of the building as ground floor commercial space.”

The application process is meant to assure that the proposal conforms to these expectations and the core values of the 2009 Comprehensive Plan (“CP”), which itself was the result of various public meetings. Applicants are expected to clearly demonstrate substantial conformity with the CP in all applications, (**Policy CG-1B, CP pg. 50**). The following CP checklist, though not exhaustive, should assist the Commission’s assessment. A development application should:

- Foster distinctive, attractive communities with a strong sense of place and quality of life.
- Demonstrate that individual project fits into a fully balanced community land use structure.
- Ensure a mix of uses that complement the existing New Castle land-use patterns.
- Create walkable communities with non-vehicular interconnection between use areas.
- Guarantee a balance of housing types that support a range of affordability.
- Preserve open space, farmland, natural beauty, critical environmental areas, and wildlife habitat.
- Encourage economic development and supporting hard & soft infrastructure.
- Concentrate development in ways which provide efficient and cost-effective services.

### **1) Is the proposal consistent with the comprehensive plan?**

**Quality of Life:** As proposed, Filing 8 represents a community advocating health and wellness. The concept seeks to augment the lifestyle amenities already available to residents of New Castle. The commercial core of the development plans to attract wellness services, recreation-oriented retail, potential restaurants or cafes, co-working space for remote work, and outside public gathering areas. The applicant has placed courtyards, trails, and landscape buffers to diffuse building mass. The entirety of the development will “maintain the concept of a compact community with a defined urban edge thereby avoiding sprawl” (**See CP section “Community Growth”, pg. 50**). The CP posits that the Town should strive for a healthy relationship of land uses that effectively integrate convenience retail, employment, services, open space, trails, and public transit (**Policy CG-4A, CP pg. 52**).

**Affordability:** Surrounding the commercial core is an array of residential housing options fostering an authentic mixed-use, modest urban experience accessible to a wide demographic. The applicant has communicated that units are to be priced competitively with affordability in mind. Though unit prices are not finalized, the applicant is sympathetic to the local housing crisis and the need to “attract and retain a stable, local workforce” (**Policy HO-2A, CP pg. 59**). The submittal packet specifies that 26 multi-family units will be rent restricted and available to local agencies per the schedule provided (**Exhibit A, pg. i-8**). Six of those will be offered to Habitat for Humanity. The remaining will be part of a “right-of-first offer” rental pool available to Valley View Hospital, the Town of New Castle, Colorado River Fire Rescue, and Garfield RE-2 Schools. The rental prices will correspond to a fraction of the average rental prices for similar sized units within Filing 8.



**Commercial Development:** The proposal is the first of its kind to contemplate commercial development beyond the downtown core and highway interchange. The scarcity of commercial occupancy in New Castle has perhaps been one of the more obvious inconsistencies between the expectations of the CP and past development proposals. In response, the current application presents a commercial core surrounded by a diverse offering of residential typologies. This kind of land use distribution is one of the key components to smart-growth, (**Policy CG-5A, pg. 53; Exhibit A, pg. t-5**).

Lakota Canyon Ranch allows up to 100,000sf of commercial space and, to date, none has been met. With the ongoing imbalance between residential and commercial space in New Castle, optimizing the available commercial properties has become a town priority. Though the present plan commits to only 51,407 commercial square feet, the commitment is broadly premised on balancing market supply with market demand. The upside is that a slimmed-down commercial core may have a better chance of thriving long-term. On the downside, any potential commercial space forfeited today may be commercial space permanently lost for tomorrow.

One way to potentially capture more future commercial space may be to reconsider the expectation of the Lakota design concept, (see The Master Plan excerpt, above). The Master Plan notes that no ground floor residential dwelling units should be on the same side of the building as ground floor commercial space, (Section 17.128.070 (K)). As a case in point, Building CR-3 appears to show ground floor residential on the same side of the building as the commercial occupancy, although the main entries face Lakota Dr. (**Exhibit A, pg. t-55**). At the preliminary hearing, Staff recommended that the applicant consider the bottom floor of the residential portion of Building CR-3 as a candidate for flex-zoning. This would give both the applicant and the Town an option to adapt to future commercial and/or residential demand as the market dictates. Per the submittal packet, the applicant is sensitive to the commercial issue and is willing to reconsider the use of the residential units at later phasing (**Exhibit A, pg. i-10**). Nevertheless, it is Staff's opinion that once these units are formalized as residential, as they currently are now, a later pivot to commercial will be challenging since the demand for, and ease of, filling residential units will be economically more compelling. Therefore, staff endorses an adaptive zoning model which would leave the use of those units *undecided* until the build of this Phase 3 is imminent. A similar exercise was performed with the Lakota Recreation Center by which P&Z reconvened after initially approving LCR Phase 1 to decide on the final design and use of the private open space.

**Fiscal Impact:** The fiscal impact study performed by Triple Point Strategic Consulting states that revenues for Filing 8 will average \$1.15 million from 2023 to 2045. Expenses will average approximately \$560,000 over the same timeframe. By 2029, 501 people will be housed in the proposed expansion. Also, by 2029, it is anticipated that 114 total jobs will be created, including 62 direct construction jobs, (see preliminary submittal packet). The intent of the fiscal impact analysis is to demonstrate that the town can manage the economic effects of new development (**Policy CG-7B, CP pg. 54**). Staff are confident the development is fiscally viable based on the assumptions and conclusions of the analysis.

**Sustainability:** The application is considerate of various "net zero" measures to minimize the carbon footprint. Solar collectors, alternative transportation, and higher density residential units are all proposed. EV charging capacity will also be required in all residential units with garages per the updated code section 15.10.020. In the building elevations, solar panel arrays are intended for the roofs of the three-story apartment buildings, two-story triplexes, as well as the mixed-use buildings. Adjacent commercial use may help reduce reliance on motor vehicles. Details on anticipated commercial tenants or uses should help validate this assertion (**Goal EN-7, CP pg. 67**). At the preliminary hearing the applicant pledged to incorporate as many sustainability initiatives as feasible during development (**Exhibit K**).

**Environmental Impact:** All development will be expected to comply with the Town’s dark-sky recommendations prior to building permit (**Goal EN-4, CP pg. 66**). To conserve water, Sheet L.7.01 & L.7.02 show that a preponderance of the landscaping will be xeric, covered with native grasses, dry climate conifers, Breeze, and shrubs. Staff recommends, as a condition of approval, that the landscaping be perpetually weed free per the Colorado Noxious Weed Act and any recommendation of Garfield County and New Castle Public Works. In sum, the proposal succeeds in reducing irrigation, minimizing manicuring, and retaining habitat for wildlife. (**Policy EN-2C, CP pg. 66**).

According to Brian Gray’s input from Colorado Parks and Wildlife (CPW), the proposal will likely only impact small mammals and ground nesting birds because of the “degraded” conditions of the property already. Though negative impacts are to be expected, wildlife movement corridors are noted behind Blackhawk Dr, along the golf course, and the landscape buffer west of Shibui. Purposely designed corridors would ideally prohibit dog use, minimize manicured lawns, and protect and promote native grasses, forbs and shrubs. Limiting manicured landscaping and fences, as observed elsewhere in the greater Valley, may be enough to promote wildlife egress between buildings and throughout the overall parcel, (see preliminary submittal packet). (**Policy EN-1A, CP pg. 65**).

## **2) Does the proposal demonstrate compliance with zoning and density requirements?**

The proposal is comprised of three parcels originally zoned as mixed-use. In Lakota, mixed-use development is allowed:

- a maximum density of 12 units per useable acre
- 10 units per building
- 100,000sf of commercial space
- Maximum 35’ building height
- Off-street parking of:
  - 2 off-street parking spaces per residential unit
  - 2 spaces per 300sf retail
  - 1 space per 300sf office
  - 2 spaces per 300sf medical + 1space/two employees
- 15% gross area committed to open space

The proposed residential density of 10.6 units per acre is less than the 12 units per acre allowed for Lakota mixed-use zoning. All apartment buildings will exceed the PUD requirement of 10 units per building. A-1 type apartments consist of 24 units per building. A-2 type apartments are 20 units each. The applicant, however, has taken this into consideration. The development concept virtually relocates some residential density from other undeveloped parcels north of the Lakota Clubhouse. This serves two purposes: 1) to provide more public open space to the north of the Lakota for general community use; 2) to provide more inexpensive and centralized housing solutions consistent with the Town’s Smart Growth concept. To relieve concerns with higher density, the applicant has softened the massing near existing single-family homes and provided landscape buffering between lower and higher populated areas. Overall, the density decreases from the southeast to northwest with higher density apartments bordering the existing Shibui complex, moderately dense townhomes and commercial in the development’s core, and single-family homes adjacent to Blackhawk Dr. and Whitehorse Village Dr. Off-street parking is covered in section 5.) below.

**\*\*\*NOTE: The applicant is requesting a variance to exceed the maximum 10 units per building by fourteen (14) for A-1 Buildings and ten (10) units for A-2 Buildings.**

### 3) Does the proposal demonstrate compatibility to neighboring land uses?

The parcels are adjacent to single-family homes (LCR), apartments (Shibui), condominiums (Senior Housing, Castle Ridge), townhomes (Eagle's Ridge Ranch), and the local fire station. It is Staff's opinion that mixed-use development is a use consistent to these. In locations where visual transitions between buildings are starker, the applicant has been careful to provide architectural variation, hardier landscape screening and/or reoriented buildings to mollify compatibility worries.

The applicant maintains that only a portion of the development will be incorporated into the Lakota HOA, (see preliminary submittal packet). This portion will be subject to the HOA's design standards. The remaining portion of the development shall conform to the design standards described in section 17.128.070 of the municipal code. Specifically,

To maintain visual quality in the mixed-use zone, building facades should be varied and articulated to provide visual interest to pedestrians and motorists. Street level windows and numerous building entries are required in commercial areas. Arcades, porches, bays, and balconies are encouraged. In no case shall the streetside façade of a building consist of an unarticulated blank wall or an unbroken series of garage doors. Building designs should provide as much visual stimulus as possible, without creating a chaotic image. Buildings should incorporate design elements at the street level that draw in pedestrians and reinforce street activity. Facades should vary from one building to the next, rather than create an overly unified frontage. Building materials such as concrete, masonry, tile, stone, and wood are encouraged; glass curtain walls and reflective glass are discouraged. Development shall comply with any design guidelines or illustrations that may be approved as part of the site plan review process described in Section 17.128.030.

Definitive building designs, facades, and materials shall demonstrate compliance with this section by Council's decision. In all instances the applicant is committed to architectural fidelity with the aesthetic norms for which Lakota is known (**Precedent images found on pages t-29 through t-32 of Exhibit A**).

### 4) Is there availability of town services from public works (including water and sewer services), fire, and police?

The preliminary application narrative projected an increase of 200-400 new residents and the possibility of 100-150 employees at full buildout. The New Castle Police Department is confident that the population increase would not compromise their existing services to the public, (see preliminary submittal packet). Similarly, Colorado River Fire Rescue does not anticipate adverse impacts to their services, (**Exhibit E**).

The Public Works Department and the Town Engineer have been consulted throughout the application process and have provided referrals, **Exhibits C & I** (respectively). Lakota Canyon Ranch was originally approved for 827 residential units (EQRs) and 100,000sf commercial space. These totals were primarily the result of calculations performed based on water dedicated from Elk Creek. As of 6/23/21, Lakota has 240 rooftops connected to town water with sixteen additional homes under construction. No commercial property currently exists within the originally approved mixed-use zones. With 185 additional units for Filing 8, the running total of rooftops in Lakota would be 425 units or 51% of the 827. The sewage treatment plant was upgraded years ago to accommodate the full PUD. In short, the town water & sewer service has a greater capacity than would be necessary to meet the needs of the proposal.

The final plat for each phase shall indicate all public rights-of-way and/or open space maintained by the Town and the responsibility of property management to maintain private drives and other common elements. Currently the Town is committed to servicing Lakota Dr. and Faas

Ranch Rd as well as the Drives A & B which all serve single-family units. Drives A, B, & C were redesigned by the applicant to meet Town standards. Drive C would preferably terminate in a cul-de-sac; however, the hammerhead turnaround was agreed to be acceptable given the limited use of the street by three townhomes (**Exhibit A, pg. t-5**).

Public Works has also reiterated the need for sufficient snow storage provisions. Public Works requires that snow storage sites, in aggregate, have a functional area of at least 15% of the total paved area of the PUD inclusive of driveways and sidewalks. Snow storage areas shall be contiguous to the right-of-way and spaced no further than 300 feet along each street. The revised site plan submitted subsequently to the Director's comments should now evidence sufficient storage.

#### **5) Is there adequate off-street parking and vehicle, bicycle, and pedestrian circulation?**

Filing 8 proposes to be a community focusing on health and wellness. Dispersed throughout the plan are instances of open space interlinked by pedestrian paths. Sidewalks and trails are deliberately located to allow non-vehicular access to all portions of the development as well as access to other areas of Town. Staff recommend soft-surface trails made of crusher fines or a similar material.

Parking has been tabulated and reported in **Exhibit A, pg. t-6**. Because of the density of the proposal, sufficient parking will play a large role in the livability of the community. The applicant requests a reduction in the required parking given that the parking proposed will be supplemented with a shared parking plan. The shared parking plan concluded that some of the commercial parking demand may be served by the available residential parking spaces when, theoretically, those residents are away at work. Since the residential parking spaces serve a dual-purpose during business hours, fewer commercial spaces are warranted.

When originally proposed as first-come-first-served, (**Exhibit A, pg. i-2**), concern was raised at the preliminary hearing about the limited spaces in proximity to the apartment buildings, especially those towards the southeast (Shibui area). The limited number of spaces in addition to the shared nature of those spaces seemed to increase the likelihood that the buildings' tenants will end up having to park a significant distance from their front doors. Staff recommends an arrangement that would include one assigned parking space adjacent to each unit. This accommodation would only apply to the A-1 type apartments and the A-2 apartment next to Shibui. The applicant has confirmed that all "tuck-in" parking within A-2 type apartments and within CR-1 flats will be reserved for tenants of those respective buildings. Staff maintains that the proposed performance monitoring (**Exhibit A, i-2**) paired with a modest level of assigned parking would provide a significant improvement to the community's quality of life:

Staff therefore recommends the modified shared parking plan that follows:

- i. Single-Family homes & townhomes will each have at least two off-street parking places totaling 272 spaces (not including driveway parking);
- ii. Apartments, flats, and commercial buildings will be subject to a shared parking arrangement totaling 171 parking spaces or a 40% reduction in required parking;
- iii. A-1 type apartments and the A-2 type apartment adjacent to Shibui will have at least one assigned parking space per unit;
- iv. Covered parking in all A-2 type apartments and the flats in Building CR-1 will be reserved for residential tenants only;

- v. The approved parking arrangement will be subject to annual performance monitoring for up to five (5) years (**Exhibit A, pg. i-3**), annual review of the monitoring with Staff and Council, and implementation of improvement strategies if the approved arrangement is insufficient;

The traffic study also assessed the projected traffic flows at the intersection of Faas Ranch Rd. and CVB. The study concluded that traffic control measures will be required at the intersection. Though the Town does not currently anticipate widening CVB, the study concluded that the steep grades at the intersection made a roundabout infeasible and cost prohibitive. A signal was ultimately recommended once certain development benchmarks are met, (see preliminary submittal packet).

Staff conducted a separate study of the intersection intending to corroborate the Fox Tuttle results. The study revealed that in spite of the difficult topography, a traffic circle which met Town standards could adequately serve anticipated traffic flow, (**Exhibit H**). The alignment would require easements at both corners of Faas Ranch Rd and Castle Valley Blvd. as well as a modest offset of the CRFR entrance. Since the traffic circle is anticipated at later phasing, the current plat omits these easements. P&Z recommended that the easements be dedicated with the Subdivision Exemption Plat per PZ Resolution 2023-1 condition (j) with non-permanent encroachments allowed until the date of construction nears.

#### **6) Are the required open space or parks designed for active or passive use by residents of the subdivision or the public?**

According to section 17.128.070 of the municipal code, commercial uses in the mixed-use zone shall have landscaped at least 10% of the gross project area. Additionally, all outside parking facing a residential-only use shall have a landscape buffer or fence obscure vehicles from view. **Exhibit A, pg. t-11**, indicates the extent of landscaping in the commercial district. Landscape buffers will still be required along parking for all commercial buildings as necessary.

For residential uses, the code requires open space greater than or equal to 15% of the gross project area. The proposal shows at least 40% of the gross area as open space. Active space includes the park fronting apartment building A-2, a court at building CR-1, pocket parks surrounding the townhomes of Drive C, and all trails within the development. Passive space is comprised mainly of various easements at the perimeter of the development and along Lakota Drive to break up the road and parking, (**Exhibit A, pg. t-7**).

#### **7) Is the development consistent with the natural character, contours, and viewsheds of the land?**

With Lakota Dr. as a benchmark, the property drops uniformly in elevation for roughly 95' from northwest to southeast, (**Exhibit A, pg. t-19**). In theory, units and/or blocks will step with the natural grade. The applicant improved the sketch design by angling the single-family lots northeast of Drive B to reflect the terrain features at those locations. In a similar move, the multifamily units southwest of Drive B were reduced to single-family homes. A-1 apartment buildings, south of Lakota Drive, were likewise realigned to step with the topography. The townhomes west of Drive C were relocated to Drive A to reduce congestion in that area.

In order to comply with the Lakota building height requirements, the applicant agreed at preliminary plan to "sink-in" the A-1 apartments to fit the structure under the 35-foot maximum. Other than building CR-5, all buildings will fit under this cap. The applicant is asking for a variance

on the building height for Building CR-5 (**Exhibit A, pg. t-65**) of up to 44 feet. The height of Building CR-5 was demonstrated to the public with a story balloon on April 6<sup>th</sup>, 2023. As an additional point of reference, buildings adjacent to the property have the following maximum heights:

- Shibui = 38.3 feet
- Fire House = 36 feet
- Senior Housing = 43 feet

Exceptions to building height often come with a compromise to viewsheds. Council, therefore, must consider the cost of compromising views with added building mass and particularly the benefit of a commercial occupant in that location.

**\*\*\*NOTE: The applicant is requesting a variance with the height of Building CR-5 to exceed the required 35-foot limit by nine (9) feet.**

#### **IV. Staff Recommendations**

Staff provides the following recommendations for Council's consideration of Ordinance 2023-2:

- A. The maximum building height of Building CR-5 shall be 44 feet consistent with the building elevations presented in **Exhibit A, pg. t-65**. The A-1 building types shall accommodate the surrounding grade sufficiently enough so to not exceed the 35 feet maximum building height for mixed-use zoning as defined in Section 17.128.010. All other structures within Filing 8 shall not exceed 35 feet as provided in Section 17.128.010.
- B. Apartment buildings (building types A-1 and A-2) shall be allowed to exceed the maximum allowed units per building of ten (10) (Section 17.128.070 (I)) by the following number:
  1. A-1 shall exceed the allowed units per building by fourteen (14), up to a total of twenty-four (24);
  2. A-2 shall exceed the allowed units per building by ten (10), up to a total of twenty (20);
- C. The total number of commercial parking spaces required for Filing 8 shall be reduced by 40% from what is otherwise required under the Lakota Canyon Ranch PUD standards, subject to the implementation of a shared parking arrangement among the commercial, mixed-use, and multi-family uses within Filing 8. The 40% reduction will apply to Phases 2 and 3 as shown on the PUD Plan, regardless of whether those phases are platted and developed in multiple sub-phases. Additionally, all "tuck-in" parking beneath A-2 type apartments and CR-1 mixed-use building shall be reserved for tenants of those respective buildings.
- D. A "floating zone" is established for the Phase 3 area shown on the PUD Plan—which phase may be platted and developed in multiple sub-phases allowing for up to an additional 10,000 square feet of commercial floor area within the buildings in the "floating zone." The additional commercial space may be approved as an administrative amendment to the PUD. The 40% "shared parking" reductions shall apply to any additional commercial floor area and no additional parking spaces will be required if the additional commercial space is utilized; provided, however, that the floating zone will be subject to the annual shared parking audit, including the satisfaction of any mitigation measures required as part of the audit process. The overall cap on commercial square footage within the Lakota Canyon Ranch will continue to apply, and the additional commercial square footage provided for in the floating zone is subject to said cap.
- E. The following vested rights shall be approved for Filing 8, provided that the requirements of Section 16.36 of the Town Code have been satisfied:

1. The vested rights period for Filing 8 will be ten (10) years from the effective date of the ordinance approving the Final Plan.
  2. All phase plats for Filing 8 shall be recorded within ten (10) years of the effective date of the ordinance approving the Final Plan.
  3. Vested rights for each individual phase of Filing 8 shall be valid for three (3) years from the recording of the final plat for that phase, subject to the maximum vested rights period of 10 years.
  4. The recordation of a phase plat will not extend the maximum vested rights period beyond 10 years.
  5. The following are exceptions to the vested rights for Filing 8:
    - i. Development of Filing 8 will be subject to any wildland urban interface regulations in effect at the time of building permit, regardless of the approved Final Plan.
    - ii. Owners in Filing 8 will be required to comply with the sign code in effect at the time of application for a sign permit. There is no grandfathering of or vested rights for signage within Filing 8.
- F. The shared parking arrangement in Phases 2 and 3 of Filing 8 shall be subject to the following parking audit process:
1. On the first anniversary of initial implementation of shared parking in Phase 2 and Phase 3 of Filing 8 and annually thereafter for four additional years, Council shall review and take comment regarding the shared parking arrangement for Phase 2 and/or Phase 3, as applicable, to determine whether the arrangement adequately meets the needs of the owners and residents affected. The Fox Tuttle Parking Strategies Memorandum dated January 24, 2023 (the "Parking Memorandum") included in the Application establishes the process for evaluating the shared parking arrangement and sets the performance measures for the arrangement. If a "significant impact" is identified as provided in the Parking Memorandum, Council, in its discretion, may require the applicant to implement one or more of the Parking Demand Management Strategies listed in the Parking Memorandum. Prior to review by Council, the applicant shall add payment of a parking mitigation fee to the Parking Memorandum as a last-resort remedy if the shared parking arrangement fails.
- G. Each Filing 8 plat shall indicate whether the property included in the plat is subject to the covenants for the Lakota Canyon Ranch Master Association, a Lakota Canyon Ranch sub-association, and/or an association independent of the Lakota Canyon Ranch community. Covenants addressing shared parking, including management and enforcement requirements, hours of use, penalties for violation, maintenance responsibilities, and the reserved parking arrangements identified above shall be recorded with the applicable final plat(s). Copies of any new covenants shall be submitted to and approved by the Town Attorney prior to recordation of a final plat.
- H. Prior to first building permit application for each phase, the applicant shall specify location of any sustainability initiatives identified in **Exhibit K**. The applicant shall use commercially reasonable efforts to implement the full list of initiatives included in the Application by the time of Filing 8 completion.



- I. In addition to the provisions of Chapter 16.16 of the municipal code, plats for all phases shall identify streets and sidewalks dedicated as public rights-of-way, travel direction for one-way streets, locations for on-street parking, any dedicated open space, easements for snow storage, and any necessary signage as required under recommendation (J) below.
- J. Streets or sides of streets showing no parking in in the Application shall be signed "No Parking this Side of Street" and placed in locations recommended by Public Works and the Police Department.
- K. All outside parking areas facing residential-only use shall have a landscape buffer to obscure vehicles from view per municipal code, Section 17.128.070.
- L. Prior to review by Council, the applicant shall specify colors, materials, and final architectural design features for all buildings subject to Section 17.128.070 (M) of the municipal code.
- M. Following construction of the CR-5 building, the applicant shall submit an improvement location certificate to the Town to confirm that the CR-5 building is no taller than 44 feet.
- N. The applicant shall contribute 25% of the estimated cost of traffic signal improvements at the Castle Valley Ranch Boulevard/Faas Ranch Road intersection in the form of dedication of land to the Town for a right-of-way of sufficient size to accommodate a two-lane roundabout in generally the location shown on the diagram prepared by the Town Engineer dated April 11, 2023. The applicant will dedicate the land indicated on the staff diagram for a roundabout with the Third Amended & Restated Subdivision Exemption Plat. The final location and dimensions of the right-of-way dedication will be determined by the Town Engineer prior to recordation of the Third Amended & Restated Subdivision Exemption Plat. Non-permanent encroachments into the roundabout area will be permitted subject to a revocable license approved by Council. Minimum setbacks from the roundabout may be adjusted as needed on the Phase 2 and/or Phase 3 final plat so that no change to the approved site plan for Filing 8 will be required to accommodate the roundabout. The land dedication by applicant as provided in this condition will satisfy all of the Filing 8 traffic mitigation obligations at the Castle Valley Ranch/Faas Ranch Road intersection.
- O. The applicant shall implement and comply with the affordable housing plan included in the application (**Exhibit A, pg. i-8**). The applicant shall prepare all necessary deed restrictions and agreements needed to formalize the affordable housing plan, which deed restrictions and agreements shall be subject to review and approval by the Town Attorney. Any deed restriction shall be recorded at the same time as the phase plat creating the lot(s) to be encumbered with the deed restriction.
- P. The applicant shall include an additional potable water service line and curb stop for a water sample station. The sample station shall be purchased and installed by the Town. The additional service line and curb stop shall be located near the intersection of Drive F and Drive H or, if such location is unfeasible, another location approved by Public Works. Any easements necessary for the sample station will be dedicated to the Town on the appropriate plat.
- Q. Provide a conceptual landscape plan to staff for each phase illustrating size, type and location of plant materials and an irrigation plan, if applicable. Plans submitted to obtain a building permit for any building shall demonstrate no more than 2,500 square feet of irrigated sod per dwelling unit as specified in 13.20.060 of the Municipal Code. Plans submitted to obtain a building permit must also identify measures (e.g., retaining walls, swales, perimeter drains, sumps, etc.) for diverting surface water drainage from adjacent lots. The landscape plans for townhomes and A-1 apartment buildings in Phase 2 shall incorporate trees and other appropriate screening from the golf course. The landscape plan for the townhome buildings and private drive in Phase 4 shall incorporate trees and other appropriate screening from the adjacent homes on Blackhawk Drive.



- R. The applicant shall comply with all applicable building code and municipal code requirements, including all sign code regulations and any wildland-urban interface regulations, in effect at the time of development for the property, as well as all recommendations of the Town Engineer and Town Public Works Director provided in response to review of the Application. All building permit applications subject to the provisions of the International Fire Code or matters requiring fire alarms and/or fire suppression shall be submitted to the Fire Marshal for review and comment.
- S. Submit a construction phasing plan for staff approval. Identify, at minimum, each of the following components for each phase or subphase:
1. Buildout phases;
  2. A schedule that identifies:
    - i. the sequencing of infrastructure, road, and building construction;
    - ii. the sequencing of occupancy and egress for residents during construction;
    - iii. construction traffic flow with any alternative means of project access;
    - iv. location of construction parking;
    - v. list of construction hours;
    - vi. any necessary traffic control plans during construction;
  3. Storage and staging areas for construction equipment and materials;
  4. Location of temporary snow storage;
  5. Illustrate drainage and erosion control best management practices (BMP's);
  6. Conformance to all requirements and specifications approved by the fire marshal concerning temporary access for each phase including, but not limited to, temporary hammerhead turnarounds at dead end streets and any necessary ingress/egress routes for emergency personnel and equipment during construction;
- T. Street names shall be approved by Garfield County Communications to avoid any duplication of names in the county dispatch area.
- U. Designate locations of mailbox kiosks with written authorization from the local postmaster.
- V. Landscaping and open space shall be perpetually weed free per the Colorado Noxious Weed Act and any recommendation of Garfield County and New Castle Public Works.
- W. The plat making the Lot Line Adjustments with Parcel A1-1 and Parcel A-2, shall be executed, and recorded within 180 days of the final approval of the development plan for Longview. The third amended subdivision exemption map will be updated to incorporate the change made by the foregoing and be recorded at the same time as the lot line adjustment plat.
- X. The sale of individual lots or units within Filing 8 may not occur until a plat creating the lot or unit is recorded with Garfield County
- Y. Prior to the recordation of the Final Plat for Phase 1, Filing 8, the applicant shall enter into a subdivision improvements agreement with the Town in a form acceptable to the Town Attorney and provide security for the public improvements required thereunder.
- Z. Phase plats that are in substantial compliance with the approved Application may be approved on a staff level and shall be recorded with Garfield County before commencing construction of any individual building within a phase. No grading or excavation for the construction of a building shall occur until a permit is used for that specific building. The applicant may commence grading and excavation for infrastructure for public improvements in areas of the project for which a phase plat and subdivision improvements agreement has not yet been recorded, provided that the applicant

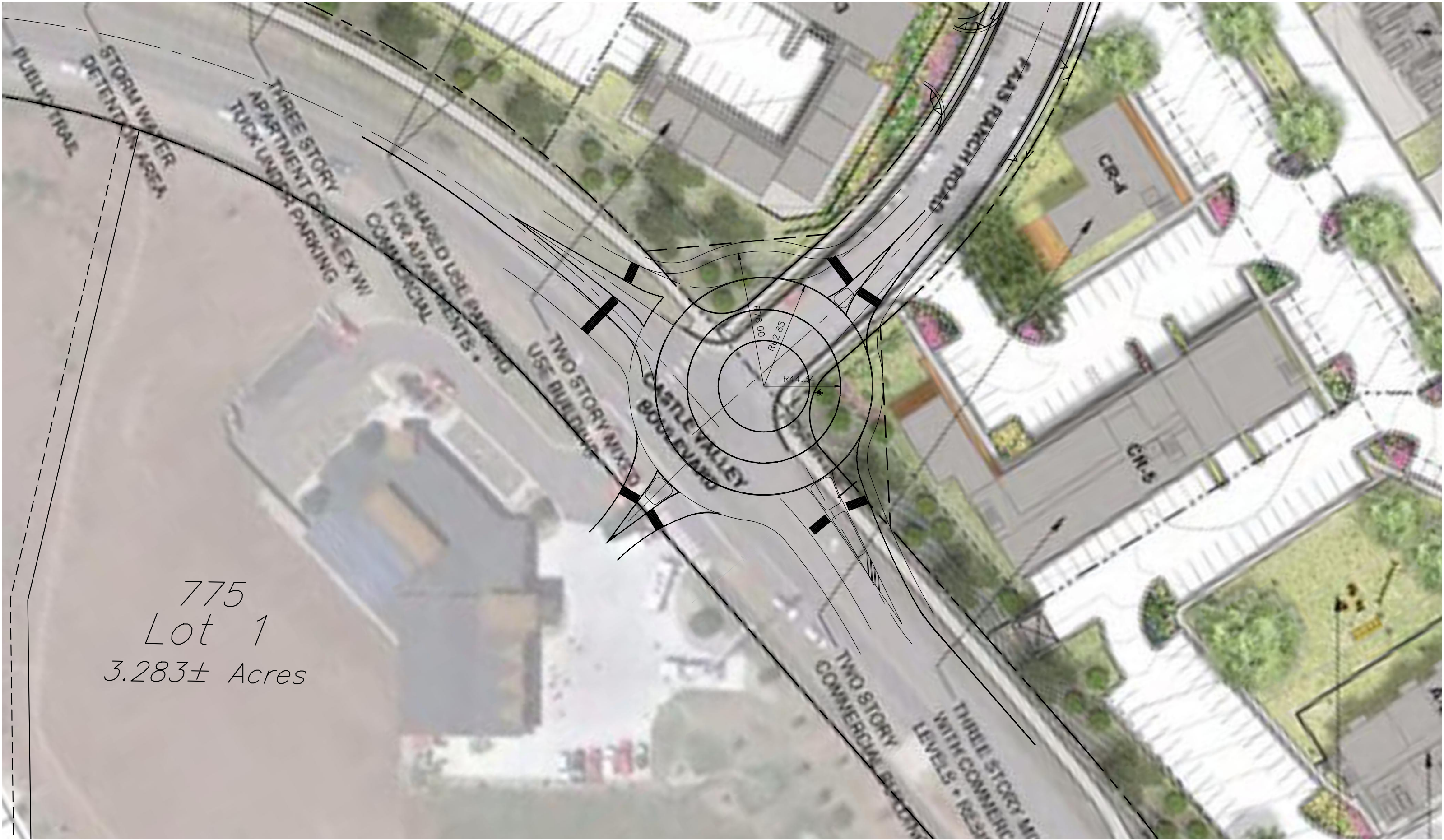
has obtained a grading permit pursuant to the Town Code and posted security to cover the applicable grading and revegetation work.

- AA. A subdivision improvements agreement shall be recorded with each phase plat, including a cost estimate for the public improvements within the phase as well as any public improvements located outside of such phase that will be constructed in conjunction with the construction of such phase. At the time of recordation of the phase plat and SIA, the developer shall be required to post financial security in a form acceptable to the Town Attorney for the public improvements located within the phase and to be constructed in conjunction with such phase.
- BB. One or more phase plats may include one or more lots upon which townhome buildings will be constructed. Such phase plat shall show the building envelope for the townhome building but need not show the individual units. One or more amended plats to define the boundaries of the individual units within each building shall be prepared for each building envelope based on as-built surveys after construction, which amended plats may be approved on staff level. Individual units may not be sold or separately encumbered until and unless the amended plat showing such units has been approved by Town Staff, signed by the Town Administrator, and recorded in the real estate records of Garfield County.
- CC. All representations of the applicant made verbally or in written submittals presented to the Town in conjunction with the Application before the Commission or Council shall be considered part of the Application and binding on the applicant.
- DD. The applicant shall reimburse the Town for any and all expenses incurred by the Town regarding this approval, including, without limitation, all costs incurred by the Town's outside consultants such as legal and engineering costs.

#### **VI. Final Application Exhibits:**

- A. Final Plan Submittal Packet – April 5, 2023
- B. Affidavit of Public Notice – April 4, 2023
- C. Referral from Public Works – March 21, 2023
- D. Roundabout Diagram from Fire Department – March 16, 2023
- E. Roundabout Comment from Fire Department – March 16, 2023
- F. Proposed Conditions Language from Town Attorney – March 15, 2023
- G. Referral from Town Attorney – March 17, 2023
- H. Roundabout Referral from Town Engineer – January 12, 2023
- I. Referral from Town Engineer – March 24, 2023
- J. Referral from Fire Marshall – March 17, 2023
- K. Applicant Comment on Sustainability Initiatives – April 5, 2023
- L. Citizen Comment – April 7, 2023
- M. Town Residential Parking Exhibit – April 24, 2023





775  
Lot 1  
3.283± Acres





Planning Department  
(970) 984-2311  
Email:  
psmith@newcastlecolorado.org

Town of New Castle  
PO Box 90  
450 W. Main Street  
New Castle, CO 81647


**LAND DEVELOPMENT APPLICATION**

Note: All land use applications must be filed with the Town Clerk. Please consult the Town Planner for codes specific to the Land Development Application. All application materials are subject to the Colorado Open Records Act (CORA), C.R.S. §24-72-201 to 207.

<b>Applicant:</b> <b>DWAYNE ROMERO</b>	
<b>Address:</b> 350 MARKET ST. #304 BASALT, CO 81623	<b>Phone:</b> 970-273-3100 <b>E-mail:</b>
<b>Property Owner:</b> <b>RG LAKOTA HOLDINGS, LLC</b>	
<b>Address:</b> 350 MARKET ST. #304 BASALT, CO 81623	<b>Phone:</b> 970-273-3100 <b>E-mail:</b>
<b>Contact Person:</b> <b>HEATHER HENRY</b>	
<b>Address:</b> 435 N 8TH ST. CARBONDALE, CO 81623	<b>Phone:</b> 970-618-3324 <b>E-mail:</b>
<b>Property Location/Address:</b> <b>FAAS RANCH RD.</b>	
<b>Legal Description:</b> GARFIELD COUNTY PARCEL #212332200187, #212332116001, #21233210089	<b>Acres:</b> <b>17.51</b>
<b>Existing Zone (e.g., Residential R-1, Commercial C-1):</b> <b>M/U/PUD</b>	<b>Existing Land Use:</b> <b>VACANT</b>

**TYPE(S) OF LAND USE(S) REQUESTED**

- |  |  |
|--|--|
| <input type="checkbox"/> Pre-Annexation Agreement  | <input type="checkbox"/> Conditional Use Permit or Special Review Use Permit |
| <input type="checkbox"/> Annexation  | <input type="checkbox"/> Lot Line Adjustment or Dissolution                  |
| <input type="checkbox"/> Subdivision (including Minor and Major Subdivisions, Lot Splits, Sketch Plans, Subdivision Preliminary Plans, Subdivision Final Plans, & Condominiumizations) | <input type="checkbox"/> Site Specific Development Plan/Vested Rights        |
| <input type="checkbox"/> Amended Plat  | <input type="checkbox"/> Variance  |
| <input checked="" type="checkbox"/> Planned Unit Development (including PUD Sketch Plans, Preliminary PUD Development Plans, PUD Master Plans and Final PUD Development Plans)         | <input type="checkbox"/> Zoning  |
| <input type="checkbox"/> Master Plan Amendment   | <input type="checkbox"/> Zoning Amendment                                    |
|  | <input type="checkbox"/> Re-zoning   |

	3/28/23
<b>Applicant Signature</b>	<b>Date</b>

## MEMORANDUM

**To:** The Romero Group, LLC  
**From:** Cassie Slade, PE, PTOE  
**Date:** January 24, 2023  
**Project:** The Longview at Lakota Canyon Ranch  
**Subject:** Parking Strategies

---

The Fox Tuttle Transportation Group in partnership with the design team has developed the following strategies to ensure the parking needs of The Longview at Lakota Canyon Ranch (Longview) are met in each phase. It is understood that Town Council has concerns that there will not be enough parking in the future and requested steps to ensure Longview monitors the parking situation as development occurs.

### Summary of Parking Study

The Longview included a parking study as part of the PUD process and it is summarized here. New Castle's Municipal Code requires 647 parking spaces for this project. Based on national parking data, the parking demand was calculated to be up to 389 spaces without shared parking and up to 351 with shared parking. The project proposes to provide 443 parking spaces on-site (0% reduction on townhomes and 32% reduction on commercial/multi-family). Based on the analysis, the provided parking supply of 443 spaces will adequately accommodate the estimated peak parking demand (between 351 and 389 spaces) and have excess parking spaces during several periods of the weekday or weekend.

## **Parking Monitoring**

The following steps are recommended to monitor the parking needs of the Longview:

**Before Study - prior to Construction.** It is important to perform a parking study on the existing neighborhood roadways prior to construction to understand if there is an impact to adjacent roadways once the project is built.

1. **Measure** the total on-street parking on each side of the roadways with the attached methodology.
2. **Document** the existing number of parked vehicles on Lakota Drive, White Horse Drive, Blackhawk Drive and Faas Ranch Road, adjacent to the project property, on one weekday and one weekend day: 4:00-5:00am, 12:00-1:00pm, and 6:00-7:00pm (at a minimum).
3. **Calculate** the occupancy rate of the existing on-street parking by dividing the number of occupied spaces by the total number of on-street parking spaces.

**After Study - One year after Phase 2 of Filing 8 is completed and generating traffic/parking.**

1. **Document** number of parking spaces that are utilized and the number of parking spaces that are vacant during the one weekday and one weekend day during 4:00-5:00am, 12:00-1:00pm, and 6:00-7:00pm (at a minimum). This includes all parking lots and internal on-street parking. These times are to capture the anticipated peak periods for the different land uses, but can be adjusted as appropriate.
2. **Identify** if there are specific parking areas of concern (waiting vehicles, illegally parked, truck loading in spaces, etc.). Take photos as appropriate.
3. **Document** the number of parked cars on the same segments of Lakota Drive, White Horse Drive, Blackhawk Drive and Faas Ranch Road from the Before Study. It is advised that video data collection be utilized to help determine if parked vehicles are patrons of Lakota Canyon Ranch.
4. **Observe** if parking is impacting adjacent neighborhoods or roadways. This is a subjective measurement since it may be difficult to determine which parked cars are supposed to be parking within Longview.

5. **Calculate** the occupancy rate of the on-site parking by dividing the number of occupied spaces by the total number of on-site parking spaces.
6. **Compare** the parking demand on the adjacent neighborhood roadways to the before study results.
7. **Review** the number of complaints and incidents from residents, employees, and visitors.

### **Performance Measures**

The following performance measures have been defined for this development to determine when implementation of parking strategies may be needed:

- **Longview Occupancy Rate** above 90% during two peak periods  
AND
- **Neighborhood On-Street Occupancy Rate** significantly impacted.
  - If the before study occupancy rate is below 30%, then a significant impact would be 150% increase over existing.
  - If the before study occupancy rate is between 30-50%, then a significant impact would be 80% increase over existing.
  - If the before study occupancy rate is between 50-70%, then a significant impact would be 40% increase over existing.
  - If the before study occupancy rate is above 70%, then a significant impact would be 20% increase over existing.

It is understood that the findings will be reviewed and commented on by Town Council. It was agreed that this will occur for five (5) years by the development.

## **Parking Strategies**

The specific parking strategy(s) to address the identified problem(s) will need to be determined at the time of review and will be based on the data collection and observations. It is not anticipated that all the listed strategies need to be implemented and there is not a specific order of implementation. If one strategy does not improve the parking situation, then it may need to be paired with another strategy for better results. It is recommended that the chosen mitigation strategy(s) be operational for a minimum of three (3) months before additional data is collected and analyzed.

The following list provides options to be considered to improve the parking arrangement if it is found to be underperforming in the future:

### **Parking Demand Management Strategies:**

1. Increased enforcement of on-site parking including citations and fines.
2. Partnerships with underutilized private lots nearby.
3. Designating specific parking spaces to specific users or by time of day.
4. Provide monetary incentives for residents to minimize their vehicle ownership and employees who carpool, walk, bike, or use transit.
5. Fund transit passes for residents and/or employees.
6. Charge for parking.
7. Implement neighborhood parking permit program (inside and/or outside Lakota Canyon Ranch)

### **Physical Improvements (only if parking occupancy is 100% and neighborhoods are significantly impacted):**

8. Add parking spaces by redesigning the subsequent phases. The number of spaces will depend on the field-observed parking demand and available property.
9. Construct a bus stop adjacent to or within the property.
10. Sign, stripe, and encourage parking along Faas Ranch Road.

It is recommended that one or more of the Strategies 1-7 be implemented before considering Strategies 8-10 due to higher cost and impact to the property. Again, it is not anticipated that all



**Lakota Canyon Ranch – New Castle, CO****Parking Strategies***January 24, 2023*

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the parking management strategies will need to be implemented. The most appropriate strategy should be identified once the data collection and analysis is completed to understand the issue(s). It is recommended that carpooling, multi-modal travel, and less vehicle ownership be highly encouraged for a reduced parking demand, which will positively impact traffic, emissions, health, and ability to construct homes and commercial space.

/CRS

**Attachments:**

Methodology to calculate amount of on-street parking

## Worksheet to Calculate Available Parking Spaces Per Block Face

1. Divide the block face into segments of clear curb frontage (ccf) available for parking using the following minimum clearances:
  - 5 feet from a fire hydrant
  - 5 feet from a driveway
  - 20 feet from a crosswalk (that crosses the street being considered)
  - 20 feet from the near edge of a side street (if no crosswalk that crosses the street being considered)
  - 30 feet from a flashing beacon, traffic signal, stop sign, or yield sign (on the street being considered)
2. Determine the number of parking spaces that can fit in each segment of clear curb frontage available for parking using the following table (or formula):

Available Parking Spaces*	Length of Clear Curb Frontage
0	less than 20 feet
1	20 feet to 32 feet
2	33 feet to 52 feet
3	53 feet to 72 feet
4	73 feet to 92 feet
5	93 feet to 112 feet
6	113 feet to 132 feet
7	133 feet to 152 feet
8	153 feet to 172 feet
9	173 feet to 192 feet
10	193 feet to 212 feet
Use highest whole number from following formula: (((length - 33)/20) + 2)	greater than 212 feet

\* Example 1: ccf = 127 feet      available parking spaces = 6  
 Example 2: ccf = 251 feet      available parking spaces = (((251-33)/20)+2) = 12.9 = 12

3. Add the number of parking spaces in each segment of clear curb frontage in the block face to determine the total number of available parking spaces per block face.

## Draft Affordable Housing Program, Longview @ Lakota

Of the 183 residential units in our approved Preliminary Plan, twenty-six (26) units shall be deed restricted for “affordable” or “accessible” units. These twenty-six (26) units shall be allocated according to the following plan.

The twenty-six (26) units will be delivered in accordance with the phased development plan for Longview at Lakota:

<b>Maximum Allocation of Affordable Units per Phase by Entity</b>	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6
Habitat for Humanity	-	-	-	6	-	-
Valley View Hospital	-	6	-	-	-	-
Town of New Castle	-	3	2	-	-	-
Colorado River Fire District	-	1	1	-	-	-
Garfield County School District RE-2	-	3	2	2	-	-

### Group A

**Habitat for Humanity:** Two development sites (each with one proposed triplex per development site, for a total of six (6) residential units) shall be deeded to Habitat for Humanity.

Qualifying: TBD by Habitat for Humanity

Pricing: TBD by Habitat for Humanity

### Group B

**Right of First Offer:** The remaining twenty (20) units shall be allocated by way of a Right of First Offer according to the following ordered waterfall tiers:

As units come online per the phasing plan above, all employing entities in Group B/Waterfall 1 (below) will be given notices of available units for rent. Applications will be “first come, first served”, assuming each employing entity is under its unit threshold and the tenant qualifies (employment, rate restrictions, etc.). Also, units leased in Waterfall 1 may be Master Leased by the employing entity or leased directly to tenants (their employees).

#### Waterfall 1:

- Town of New Castle – up to 5 units (floating units)
- Colorado River Fire District - up to 2 units (floating units)
- Garfield County School District RE-2 - up to 7 units (floating units)
- Valley View Hospital – up to 6 units (specific group of units, located above proposed VVH Clinic)

#### Qualifications:

The public entities & Valley View Hospital may house their employees in their respective units regardless of employee projected income.

Pricing:

## Public Entities:

- Rents shall be restricted to 75% of the average of the then-current free market rent roll (per unit type)

## Valley View Hospital:

- Rents shall be restricted to 75% of the average of the then-current free market rent roll (per unit type) on no less than 3 units
- Rents shall be restricted to 90% of the average of the then-current free market rent roll (per unit type) on their remaining potential units

In the event a Waterfall 1 entity does not utilize their full allocation of units at a given time, all other entities in Waterfall 1 shall have the next Right of First Offer, prior to offering the unit(s) to the next Waterfall. This improves the chances that each entity will be able to respond and satisfy the housing demands of their respective workforces.

Town of New Castle specific provisions:

- If Town of New Castle has unused inventory within its 5 unit allocation, it may elect to extend occupancy to one (1) unused unit to another public entity that operates within the Town's boundary (example: the Library District). The occupant must be a direct employee of the local public entity and must abide by the same termination provisions for Waterfall 1 (below)
- If Town of New Castle has occupancy of two (2) or less units from its 5 unit allocation, then the restricted rental rate shall be lowered from 75% to 70% of the average of the then-current free market rent roll (per unit type) for the remaining units in occupancy by Town employees

Waterfall 2:

All remaining units that have not been committed through Waterfall 1 shall go to the free market pool (Waterfall 2) for leasing.

Qualifying: Typical free market qualifications/screening.

Pricing: Market Rate, with terms no longer than 12 months in any written lease.

**If any free market lease ends without any further extension or renewal by the free market tenant, then the unit must go back up to Waterfall 1 for commencement of the Right of First Offer procedure described above.**

Employment Termination for Waterfall 1:

If a tenant's employment with one of the entities in Waterfall 1 is terminated, they may continue occupancy through the end of their current lease, but then the unit will go back up to Waterfall 1 for commencement of Right of First Offer procedure described above.

Longview may be developed in up to ten phases. The representations of phases in the application are representative only as possible phases and developer may re-configure the phases in any manner. The subplat for each phase shall be recorded after approval by the Town Administrator and Town Engineer.

- a. The Master Plat, including the Lot Line Adjustments with Parcel A1-1 and Parcel A-2, shall be executed and recorded within 180 days of the final approval of the development plan for Longview.
- b. All subplats shall be filed within ten (10) years of the recording of the Master Plat for Longview.
- c. Subplats shall be filed before commencing construction of any individual building within a phase; provided, however, developer may commence construction of infrastructure or public improvements in areas of the project for which a subplat has not yet been recorded.
- d. Vested rights for each individual phase shall be valid for three (3) years from the recording of the subplat for that phase.
- e. The developer shall prepare and record a Subdivision Improvements Agreement with each subplat, including a cost estimate for the public improvements within the phase as well as any public improvements located outside of such phase that will be constructed in conjunction with the construction of such phase. Prior to commencing construction for any phase, the developer shall be required to post financial security in a form acceptable to the Town Attorney for the public improvements located within the phase and to be constructed in conjunction with such phase.

The developer may, in its discretion, add up to an additional 10,000 square feet of commercial floor area (or approximately 20% of the approved commercial space) to the area designated as “Phase 3” in the application (notwithstanding what “phase it may be in construction”). The 40% “shared parking” reductions shall apply to this additional commercial floor area and developer shall satisfy any then-required mitigation measures resulting from the annual audit of parking. The addition of this commercial space may be approved as an administrative amendment to the PUD.

② 541

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**FIRST AMENDED AND RESTATED  
MASTER DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
LAKOTA CANYON RANCH**

596  
5401  
102

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THIS FIRST AMENDED AND RESTATED MASTER DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKOTA CANYON RANCH (the "Master Declaration"), effective this 18<sup>th</sup> day of OCTOBER, 2004, is made and entered into by LAKOTA CANYON RANCH DEVELOPMENT, LLC, a Colorado limited liability company.

#### RECITALS

1. Lakota Canyon Ranch Development, LLC ("the Declarant") is the Declarant pursuant to the Master Declaration of Protective Covenants, Conditions and Restrictions for Lakota Canyon Ranch, Recorded January 8, 2003, as Reception No. 618287, in the office of the Clerk and Recorder of Garfield County, Colorado, and the First Amendment thereto recorded July 23, 2003, as Reception No. 632369, in the office of the Clerk and Recorder of Garfield County, Colorado (the "Original Master Declaration").

2. Pursuant to the authority reserved to the Declarant in Section 12.3 of the Original Master Declaration, Declarant desires to amend and restate the Original Master Declaration as set forth in this First Amended and Restated Master Declaration of Protective Covenants, Conditions and Restrictions for Lakota Canyon Ranch for the sole purpose of correcting clerical, typographical and technical errors contained in the Original Master Declaration. And, pursuant to the authority reserved to the Declarant in Section 6.6 of the Original Master Declaration, Declarant also desires to revise the Allocated Interests in the manner described on Exhibit A to this Master Declaration in order to conform to Town approvals granted after recording of the Original Master Declaration and prior to recording of this Master Declaration.

3. At the time the Original Master Declaration was Recorded, Declarant was the owner of Blocks A, B-1, B-2 and C through G, Lakota Canyon Ranch, Filing 1, according to the Plat thereof Recorded January 8, 2003, as Reception No. 618286, in the office of the Clerk and Recorder of Garfield County, Colorado (the "Common Interest Community").

4. The Filing 1 Plat was amended and replaced by the First Amended and Restated Final Subdivision Plat of Lakota Canyon Ranch, Filing 1, which was Recorded on July 18, 2003, as Reception No. 632116, in the office of the Clerk and Recorder of Garfield County, Colorado.

5. Pursuant to the First Supplement to the Original Master Declaration dated April 21, 2003, which was recorded July 23, 2003, as Reception No. 632371, in the office of the Clerk and Recorder of Garfield County, Colorado (the "First Supplement"), the land described on the Final Subdivision Plat of Lakota Canyon Ranch, Filing 2, recorded July 23, 2003, as Reception No. 632370, in the office of the Clerk and Recorder of Garfield County, Colorado, was annexed to the Common Interest Community.

6. Declarant is the owner of real property adjacent to the Common Interest Community, more particularly described as Parcels C-1, C-2 and C-3, as shown on the Amended and Restated Subdivision Exclusion/Exemption Map of Lakota Canyon Ranch, Recorded July 18, 2003, as Reception No. 632118, in the office of the Clerk and Recorder of Garfield County, Colorado, and has entered into a contract to purchase other adjoining real property more particularly described as Parcels D and E according to said Amended and Restated Subdivision Exclusion/Exemption Map (collectively, the "Expansion Property").

7. The Common Interest Community and the Expansion Property have been approved for development pursuant to the PUD Master Plan for Lakota Canyon Ranch adopted by the Town of New Castle, Colorado (the "Lakota Canyon Ranch Master Plan").

8. Declarant intends to develop the Common Interest Community as a planned community under the Colorado Common Interest Ownership Act. Declarant reserves the right, but shall have no obligation, to annex to the Common Interest Community from time to time some or all of: (i) the Expansion Property, and/or (ii) additional unspecified real estate, and to develop such property as part of the planned community. Each such annexation shall be



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accomplished by the Recording of a Supplemental Declaration, together with a Supplemental Plat or Map, which describe and depict any new Lots, Units, Common Areas and/or Subassociation Common Areas thereby added to the Common Interest Community, and which describe any Common Elements or Limited Common Elements thereby created. The Supplemental Declaration shall incorporate this Master Declaration by reference and shall set forth such amendments to the Master Declaration and such additional covenants, conditions, uses, restrictions, and reserved development rights as may be applicable to the annexed property.

9. Under the present Lakota Canyon Ranch Master Plan, eight hundred twenty-seven (827) legally separated Lots and Units are permitted to be created and developed.

10. Lakota Canyon Ranch Master Association, a Colorado nonprofit corporation, has been formed as a master association to exercise the functions set forth herein and to own, lease, hold, operate, care for and manage certain property for the common benefit of Owners and Occupants of Lots and Units within, and of any other Person acquiring an interest in, the Common Interest Community.

11. Declarant desires to establish covenants, conditions and restrictions upon the Common Interest Community and all properties that may hereafter be annexed thereto, and certain mutually beneficial restrictions and limitations with respect to the proper use, occupancy, improvement and enjoyment thereof, all for the purposes of enhancing and protecting the value, desirability and attractiveness of the Common Interest Community and enhancing the quality of life within the Common Interest Community.

12. Declarant desires and intends that the Owners, Mortgagees, Occupants and all other Persons hereafter acquiring any interest in the Common Interest Community shall at all times enjoy the benefits of, and shall hold their interests subject to, the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements contained in this Master Declaration, as it may be amended from time to time by Supplemental Declaration or otherwise.

13. This First Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Lakota Canyon Ranch shall, from and after its execution by Declarant and recording in the office of the Clerk and Recorder of Garfield County, Colorado, supersede and replace the Original Master Declaration, as amended, and the First Supplement in all respects.

## ARTICLE 1

### DECLARATION

NOW, THEREFORE, for the purposes set forth above and herein, Declarant, for itself and its successors and assigns, hereby declares that the Common Interest Community and all other property which becomes subject to this Master Declaration in the manner hereinafter provided, and each part thereof, shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, improved, altered, maintained and enjoyed subject to the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations, exceptions, easements, privileges, rights and other provisions hereinafter set forth, for the duration hereof, all of which are declared to be part of, pursuant to, and in furtherance of a common and general plan of development, improvement, enhancement, use, occupancy and enjoyment of the Common Interest Community, and all of which shall run with the land and be binding upon and inure to the benefit of: (i) the Common Interest Community and every part thereof, (ii) Declarant and its successors and assigns, (iii) the Master Association and its successors and assigns, (iv) every Member of the Master Association, and (v) all Owners, Occupants and other Persons having or acquiring any right, title or interest in or to the Common Interest Community or any part thereof, or any Improvement thereon, and their respective heirs, personal representatives, successors and assigns. Provided always, that to the extent this Master Declaration provides that Declarant shall not be bound by or is exempt from the application of certain covenants, conditions and restrictions contained herein, Declarant shall not be considered subject to such covenants, conditions or restrictions.

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Notwithstanding the foregoing, in no event shall the Expansion Property or any portion thereof be burdened or benefited by or otherwise subject to any of the terms or provisions of this Master Declaration until such property has been annexed to the Common Interest Community, at Declarant's sole option and discretion, and expressly subjected to the terms and provisions hereof (and any amendments hereof affecting the annexed property as may be contained in the Supplemental Declaration therefor), all as more particularly provided herein. This Master Declaration shall be Recorded in Garfield County, Colorado, and shall be indexed in the Grantee's Index in the name of Lakota Canyon Ranch and the Master Association and in the Grantor's Index in the name of Lakota Canyon Ranch Development, LLC.

## ARTICLE 2

### DEFINITIONS

Unless otherwise expressly provided herein, the following words and phrases when used in this Master Declaration shall have the meanings hereinafter specified.

**2.1 Accessory Dwelling Unit.** "Accessory Dwelling Unit" means any separately occupiable apartment (containing a separate kitchen and outside entrance) that may be attached to a single-family residence constructed on a Lot, if such Accessory Dwelling Unit has obtained an approval from the Declarant, the Design Review Committee and the Town. The use and occupancy of Accessory Dwelling Units shall be subject to the limitations and restrictions set forth in the Lakota Canyon Ranch Master Plan and the regulations of the Town. An Accessory Dwelling Unit may also be referred to herein as an "ADU." For the purposes of this Master Declaration, an ADU shall be a legally undivided part of a Lot upon which said ADU is located, and all references to a Lot shall be deemed to include any ADU located thereon. ADUs will not be allowed in Blocks A - I of Lakota Canyon Ranch nor on any Townhome Lot.

**2.2 Act.** "Act" shall mean the Colorado Common Interest Ownership Act as provided in C.R.S. Section 38-33.3-101, et seq., as the same may be amended from time to time.

**2.3 Allocated Interests.** "Allocated Interests" means the Common Expenses liability and the votes in the Master Association allocated to each Lot or Unit, which interests are allocated as follows:

(a) The Common Expenses liability for each Lot or Unit is calculated on the basis of a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots and Units in the Common Interest Community as of the date of the calculation. The denominator may be increased from time to time by the Declarant upon the addition of Lots or Units to the Common Interest Community which can be conveyed to third parties. Such fraction is then multiplied by the Common Expenses or the Assessment in question to determine that Lot's or Unit's share thereof. The Common Expenses liability of a Lot or Unit is determined without reference to the size, location, value or use of the Lot or Unit.

(b) One (1) vote in the Master Association is allocated to each Lot and Unit in the Common Interest Community.

(c) The foregoing allocations may not discriminate in favor of Lots or Units owned by Declarant or an affiliate of Declarant.

(d) If Lots or Units are added to or withdrawn from the Common Interest Community: (i) the Common Expenses liability for each Lot or Unit shall be reallocated on the basis of a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots and Units in the Common Interest Community following the addition or withdrawal of such Lots or Units, and (ii) one (1) vote in the Master Association shall continue to be allocated to each Lot or Unit in the Common Interest Community following the addition or withdrawal of such Lots or Units.



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The Allocated Interests for the Common Interest Community are specifically set forth on Exhibit A attached hereto and made a part hereof by this reference, as said Exhibit A may be amended from time to time.

**2.4 Articles of Incorporation.** "Articles of Incorporation" or "Articles" means the Articles of Incorporation of Lakota Canyon Ranch Master Association, Inc., which have been filed with the office of the Secretary of State of the State of Colorado, as the same may be amended from time to time.

**2.5 Assessment.** "Assessment" means a Regular Assessment, Special Assessment or Reimbursement Assessment.

**2.6 Association Property.** "Association Property" means, to the extent of the Master Association's interest therein: (a) all real and personal property, including Improvements, now or hereafter owned or leased by the Master Association; (b) all Common Areas now or hereafter owned, leased or maintained by the Master Association, together with all Improvements thereon; (c) all easements or dedications created or reserved on any Plat, or Supplemental Plat, or in this Master Declaration or in any Supplemental Declaration, or in any separate agreement, for the use and benefit of the Master Association and/or the Owners; and (d) any water rights, ditch rights, and water systems, facilities and/or features (or interests therein) that may be owned, leased or maintained by the Master Association or which the Master Association is entitled to use. Association Property may be located within or outside the Common Interest Community. With the exception of easements which are Association Property, Association Property does not include the Lots or Units or the Improvements constructed thereon, and are subject to the Permitted Exceptions.

**2.7 Budget.** "Budget" means a written itemized estimate of the Common Expenses to be incurred by the Master Association in performing its functions under this Master Declaration and adopted by the Executive Board pursuant to Section 10.7 of this Master Declaration.

**2.8 Building Envelope.** "Building Envelope" means that portion of a Lot which may be depicted and designated as the "Building Envelope" on a Plat. If a Lot contains a platted Building Envelope, all Improvements on that Lot must be located entirely within the Building Envelope, including, but not limited to, dwellings, attached patios and decks, garages, swimming pools and storage buildings, but excluding roof overhangs, access driveways, underground utilities, and irrigation and drainage systems. The Design Review Committee may approve the location of certain Improvements outside the Building Envelope, such as landscaping and fences.

**2.9 Bylaws.** "Bylaws" means the Bylaws of the Master Association which have been or will be adopted by the Executive Board of the Master Association, as the same may be amended from time to time.

**2.10 Common Area.** "Common Area" means any portion of the Common Interest Community designated in this Master Declaration or any Supplemental Declaration or on a Plat or any Supplemental Plat as Common Area or Limited Common Area or Open Space and which is owned or leased or maintained by the Master Association for the common use and enjoyment of the Owners and Occupants or some of them, including, but not limited to, pathways, trails, and common access roads.

**2.11 Common Elements.** "Common Elements" means all portions of any Condominium that may be created within the Common Interest Community, other than the Units within that Condominium. "General Common Elements" means all Common Elements except Limited Common Elements.

**2.12 Common Expenses.** "Common Expenses" means any expenditures made or liabilities incurred by or on behalf of the Master Association, together with any allocations to reserves, including, but not limited, to the following:

- (a) The costs of maintenance, management, operation, repair and replacement of the Association Property, and of all other parts of the Common Interest Community which are managed or maintained by the Master Association, but excluding any areas being managed or maintained for and at the expense of a Subassociation;

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- (b) The costs of Improvements constructed from time to time by the Master Association on or in connection with Association Property, if such costs were included within a duly adopted Budget;
- (c) Unpaid Assessments;
- (d) The costs of management and administration of the Master Association, including, but not limited to, compensation paid by the Master Association to managers, accountants, attorneys and employees;
- (e) The costs of utilities and services (including, but not limited to, treated or untreated water, electricity, gas, sewer, trash pick-up and disposal, and recycling), which are provided to the Master Association or the Common Interest Community or parts thereof and not individually metered or assessed to Lots or Units, landscaping maintenance, and other services which generally benefit and enhance the value and desirability of the Common Interest Community or parts thereof and which are provided by or on behalf of the Master Association, but excluding any such utilities or services that may be provided by, to or for a Subassociation;
- (f) The costs of insurance maintained by the Master Association as required or permitted herein, but excluding any insurance maintained by a Subassociation;
- (g) Reasonable reserves for contingencies, replacements and other proper purposes as deemed appropriate by the Executive Board to meet anticipated costs and expenses including, but not limited to, maintenance, repair and replacement of Association Property that must be maintained, repaired or replaced on a periodic basis;
- (h) The costs of bonding the members of the Executive Board, the officers of the Master Association, any professional managing agent or any other Person handling the funds of the Master Association;
- (i) Taxes paid by the Master Association;
- (j) Amounts paid by the Master Association for the discharge of any lien or encumbrance levied against Association Property or any portion thereof;
- (k) The costs incurred by the Design Review Committee, and by any other committees that may be established from time to time by the Executive Board;
- (l) The costs of any security or security systems or services that may be installed, operated, monitored or contracted for by the Master Association for the benefit of the Common Interest Community;
- (m) The costs of maintaining, operating and replacing informational, recreational, cultural, health-related or similar facilities or enterprises available to or for the benefit of all or a portion of the Common Interest Community;
- (n) All expenses expressly declared to be Common Expenses by this Master Declaration or by a Supplemental Declaration, and all expenses lawfully determined to be Common Expenses by the Executive Board; and
- (o) Other expenses incurred by the Master Association for any reason whatsoever in connection with Association Property, or the costs of any other item or service provided or performed by the Master Association pursuant to this Master Declaration, any Supplemental Declaration, the Articles, Bylaws, Master Rules and Regulations, or Design Guidelines, or in furtherance of the purposes of the Master Association or in the discharge of any duties or powers of the Master Association. In the event that any common services furnished to the Common Interest Community are part of services that are provided to or benefit property in

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addition to the Common Interest Community, Common Expenses shall only include the cost of such services reasonably allocated to the services provided to the Common Interest Community.

**2.13 Common Interest Community.** "Common Interest Community" means Blocks A, B-1, B-2 and C-G, Lakota Canyon Ranch, Filing 1, and any additional real property which may from time to time be annexed to the Common Interest Community and made subject to this Master Declaration by Supplemental Declaration and Supplemental Plat or Map, including all Lots, Units, Association Property, Common Elements and Limited Common Elements, if any, together with all Improvements and other amenities now or hereafter located thereon, and together with all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto. If any property is subsequently withdrawn from the Common Interest Community pursuant to the provisions of this Master Declaration, the term "Common Interest Community" shall thereafter not include said withdrawn property.

**2.14 Condominium.** "Condominium" means any part of the Common Interest Community in which portions of the real estate (i.e., Units) are designated for separate ownership and the remaining real estate is designated for common ownership in undivided interests solely by the Owners of said Units

**2.15 Declarant.** "Declarant" means Lakota Canyon Ranch Development, LLC, a Colorado limited liability company, its successors, assigns, and affiliates. A Person shall be deemed to be a "successor and assign" of Declarant if specifically designated in a duly Recorded instrument as a successor or assign of Declarant under this Master Declaration and shall be deemed a successor and assign of Declarant only as to the particular rights or interests of Declarant under this Master Declaration which are specifically designated in that written instrument. The term "affiliate of Declarant" shall have the meaning set forth in Section 38-33.3-103(1) of the Act.

**2.16 Deed of Trust.** "Deed of Trust" means a Mortgage.

**2.17 Design Guidelines.** "Design Guidelines" means the rules, procedures, standards, guidelines and requirements promulgated from time to time by the Design Review Committee, and all amendments thereto, governing the review and approval or disapproval of proposed Improvements within the Common Interest Community, the registration of Builders, and such other matters as the Design Review Committee considers necessary or appropriate.

**2.18 Design Review Committee.** "Design Review Committee" means the Committee provided for in Article 4 of this Master Declaration.

**2.19 Executive Board.** "Executive Board" or "Board" means the Executive Board of the Master Association.

**2.20 Expansion Property.** "Expansion Property" means the land area described in the Lakota Canyon Ranch Master Plan which has not yet been annexed to the Common Interest Community or made subject to the terms and provisions of this Master Declaration. In the sole discretion of Declarant, all or a portion of the Expansion Property may from time to time be annexed to, and made a part of, the Common Interest Community in the manner provided in this Master Declaration.

**2.21 Golf Course Easement Agreement.** "Golf Course Easement Agreement" means that certain Golf Course Easement Agreement dated January 3, 2003, and Recorded January 8, 2003, as Reception No. 618293, in the office of the Clerk and Recorder of Garfield County, Colorado, which establishes certain easements and restrictions on the Common Interest Community for the benefit of the Golf Parcel and establishes certain easements and restrictions on the Golf Parcel for benefit of the Common Interest Community, all as more specifically set forth therein.

**2.22 Golf Parcel.** "Golf Parcel" means that certain property adjacent to the Common Interest Community which is more particularly depicted and described as Parcels A and F according to the Eagles Ridge Ranch Subdivision Exclusion/Exemption Map Recorded July 17, 2002, as Reception No. 607173, in the office of the Clerk and Recorder of Garfield County, Colorado, together with all improvements and facilities that may be located thereon from time to

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time. In no event shall the Golf Parcel be deemed a part of the Common Interest Community, or be burdened by this Master Declaration. The Golf Parcel is not Association Property. This Master Declaration does not grant or create any rights to or for the benefit of the Owners or Occupants of Lots or Units in the Common Interest Community to use or enjoy the Golf Parcel or any improvements or facilities constructed thereon for any purpose.

**2.23 Golf Owner.** "Golf Owner" means the Record owner from time to time of the Golf Parcel, and its successors and assigns.

**2.24 Household Pets.** "Household Pets" means generally recognized household pets such as dogs, cats, fish, birds, rodents, and non-poisonous reptiles.

**2.25 Improvements.** "Improvements" means any improvements, structural or otherwise, alterations, additions, repairs, excavation, grading, landscaping or other work which in any way alter any property within the Common Interest Community, or the improvements located thereon, from its natural or improved state existing on the date this Master Declaration or a Supplemental Declaration for such property was first Recorded, including, but not limited to, dwelling units, buildings, outbuildings, additions, swimming pools, patio covers, awnings, the painting, staining or other change of any exterior surfaces of any visible structure, walkways, outdoor sculptures or artwork, sprinkler or irrigation systems, garages, carports, roads, driveways, parking areas, ponds, ditches, fences, screening walls, retaining walls, stairs, decks, flag poles, fixtures, landscaping (including the addition, alteration or removal of any tree, shrub or other vegetation), hedges, windbreaks, plantings, planted trees and shrubs, gardens, poles, signs, tanks, solar equipment, wind harnessing or other energy generating equipment, exterior air conditioning, water softener fixtures, utilities, antennae and satellite dishes or receivers. Once an Improvement has been constructed or accomplished on a property within the Common Interest Community, any subsequent alteration of or addition to or removal of that Improvement shall also constitute an "Improvement" hereunder.

**2.26 Lakota Canyon Ranch Master Plan.** "Lakota Canyon Ranch Master Plan" means the PUD Master Plan for Lakota Canyon Ranch adopted and approved by the Town of New Castle in Ordinance No. 2002-18 on November 19, 2002.

**2.27 Lease.** "Lease" means and refers to any agreement for the leasing, rental, use or occupancy of a Unit, or of a residential dwelling located on a Lot, within the Common Interest Community. The required terms and procedures for Leases are more particularly set forth in Section 3.35 below.

**2.28 Limited Common Area.** "Limited Common Area" means a Common Area that is designated by this Master Declaration, by a Supplemental Declaration, on the Plat, or on a Supplemental Plat, for the exclusive use of one or more Lots in the Common Interest Community but fewer than all of the Lots.

**2.29 Limited Common Element.** "Limited Common Element" means a portion of the Common Elements in a Condominium allocated by the Supplemental Declaration or the amendment or the Map by which said Condominium is created for the exclusive use of one or more Units in the Condominium but fewer than all of the Units.

**2.30 Lot.** "Lot" means any part of the Common Interest Community which is designated as a Lot or a Townhome Parcel on a Plat or any Supplemental Plat or amendment, together with all Improvements thereon and appurtenances thereto. The term "Lot" shall not include Units.

**2.31 Map.** "Map" means any map that is incorporated in a Supplemental Declaration or amendment and that depicts a portion of the Common Interest Community in three dimensions. A Map is required for any portion of the Common Interest Community with Units having a horizontal boundary. A Map and a Plat may be combined in one instrument.

**2.32 Master Association.** "Master Association" means the Lakota Canyon Ranch Master Association, Inc., a Colorado nonprofit corporation, its successors and assigns.

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**2.33 Master Declaration.** "Master Declaration" means this instrument and all Supplemental Declarations, as this instrument and such Supplemental Declarations may be amended from time to time.

**2.34 Master Rules and Regulations.** "Master Rules and Regulations" means rules and regulations adopted from time to time by the Executive Board, as provided in Section 9.9 of this Master Declaration.

**2.35 Member/Membership.** "Member" means each Lot or Unit Owner, including the Declarant. "Membership" in the Master Association shall be appurtenant to, and may not be separated from, ownership of a Lot or Unit.

**2.36 Mortgage.** "Mortgage" means any mortgage, deed of trust or other security instrument, given voluntarily by the Owner of a Lot or Unit, creating a real property security interest in a Lot or Unit and Recorded in the real property Records of the Clerk and Recorder of Garfield County. "First Mortgage" means a mortgage which is the first and most senior of the Mortgages on the same Lot or Unit. The term "Mortgage" does not mean a statutory, tax or judicial lien. The term "Deed of Trust" when used herein shall be synonymous with the term "Mortgage."

**2.37 Mortgagee.** "Mortgagee" means a mortgagee under a Mortgage or a beneficiary under a Deed of Trust, as the case may be, and the assignees of such Mortgagee.

**2.38 Mortgagor.** "Mortgagor" means the maker, obligor or grantor of a Mortgage. The term "Mortgagor" includes a trustee or grantor under a Deed of Trust.

**2.39 Notice and Hearing.** "Notice and Hearing" means a written notice and public hearing before the Executive Board, or a panel appointed by the Executive Board, as set forth in the Bylaws.

**2.40 Occupant.** "Occupant" means any Person who is a tenant in a Unit, or in a residence on a Lot, pursuant to a Lease with the Owner thereof. "Occupant" also means any Person who is present within the Common Interest Community as a family member, guest or invitee of an Owner, an Occupant, the Declarant, or the Master Association.

**2.41 Owner.** "Owner" means the Person, including Declarant, or, if more than one, all Persons collectively, who hold fee simple title of Record to a Lot or Unit, including sellers under executory contracts of sale and excluding buyers thereunder. The term "Owner" shall be analogous to the term "Unit Owner", as that term is defined in the Act.

**2.42 Permitted Exceptions.** "Permitted Exceptions" means all liens, encumbrances, reservations, restrictions, conditions, easements and other matters of Record which encumber the title to all or any part of the Common Interest Community, as of the date this Master Declaration or a Supplemental Declaration or Map is Recorded. This Master Declaration and any Supplemental Declaration or Map shall be subject to such Permitted Exceptions.

**2.43 Person.** "Person" means a natural person, a corporation, a partnership, a limited liability company, a trust, or any other entity capable of holding title to real property pursuant to the laws of the State of Colorado.

**2.44 Plat.** "Plat" means the Final Plat of Lakota Canyon Ranch Filing 1, as Recorded January 8, 2003, as Reception No. 618286, in the office of the Clerk and Recorder of Garfield County, Colorado, as said Plat may be amended from time to time. By this reference, said Plat is incorporated in this Master Declaration. The term "Plat" also means any and all Final Plats for subsequent filings of Lakota Canyon Ranch and each Supplemental Plat Recorded by Declarant and all Recorded amendments thereto. As provided in the Act, a Plat and a Map may be combined in the same instrument. Whenever used in this Master Declaration or in any Supplemental Declaration, the term "Plat" also means any Map that may be so combined with a Plat, or any Map that may be Recorded instead of a Plat in order to depict a portion of the Common Interest Community in three dimensions as provided in the Act.

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**2.45 Record or Recorded.** "Record" or "Recorded" means an instrument of record in, or the act of recording an instrument with, the office of the Clerk and Recorder of Garfield County.

**2.46 Registered Builder.** "Registered Builder" means a general contractor that has been registered to perform work within Lakota Canyon Ranch with the Design Review Committee pursuant to the guidelines and procedures set forth herein and in the Design Guidelines.

**2.47 Regular Assessment.** "Regular Assessment" means a charge against an Owner and the Owner's Lot or Unit for purposes of covering the annual costs of operating and administering the Master Association and all other Common Expenses. Regular Assessments are based on a Budget adopted by the Executive Board in accordance with Section 10.7 below, and are allocated to the Lots and Units in accordance with the Allocated Interests, except that Common Expenses that in the judgment of the Executive Board benefit fewer than all of the Lots or Units shall be allocated exclusively to the Lots or Units benefited.

**2.48 Reimbursement Assessment.** "Reimbursement Assessment" means a charge against a particular Owner and the Owner's Lot or Unit for the purpose of reimbursing the Master Association for costs and expenses incurred by the Master Association in connection with the enforcement of any provision hereof or the remedying of any violation by the Owner or an Occupant of this Master Declaration or any amendment hereto or any Supplemental Declaration, the Articles, Bylaws, Master Rules and Regulations, or Design Guidelines, or any approvals granted by the Design Review Committee, or for other purposes set forth in the Master Declaration, pursuant to Section 10.9 hereof, together with late charges and interest as provided for herein. Reimbursement Assessment shall include, without limitation, any Common Expense caused by the misconduct of any Lot or Unit Owner or of such Owner's Occupants.

**2.49 Special Assessment.** "Special Assessment" means a charge against an Owner and the Owner's Lot or Unit for purposes of reimbursing the Master Association for costs and expenses incurred or to be incurred by the Master Association for the purpose of paying for the construction, reconstruction, repair, maintenance or replacement of capital improvements to or upon or serving the Common Interest Community, the costs of which were not included in a Regular Assessment, or for excess reconstruction costs or other extraordinary expenses, or to acquire Association Property, or for funding any operating deficit of the Master Association, as authorized by the Executive Board from time to time as provided herein. Special Assessments shall be based on a Budget adopted by the Executive Board in accordance with Section 10.7 below.

**2.50 Subassociation.** "Subassociation" means any Colorado nonprofit corporation, and its successors and assigns, organized and established by Declarant pursuant to or in connection with any Supplemental Declaration. A Subassociation may also be referred to as a "Neighborhood Association" or a "Townhome Association."

**2.51 Subassociation Common Area.** "Subassociation Common Area" means all real property interests (not just fee title and leasehold interests) and the Improvements or amenities and personal property thereon which may from time to time be owned, leased or maintained by a Subassociation or otherwise held by a Subassociation for the use, enjoyment and benefit of the members of such Subassociation or some of them.

**2.52 Supplemental Declaration.** "Supplemental Declaration" means an amendment to this Master Declaration which annexes real property to the Common Interest Community, subjects such real property to this Master Declaration, and sets forth such amendments to the Master Declaration and such additional covenants, conditions, uses and restrictions as may be applicable to the annexed property, executed by Declarant and Recorded in the office of the Clerk and Recorder of Garfield County, and any Recorded amendments thereto.

**2.53 Supplemental Plat.** "Supplemental Plat" means any land survey plat which is Recorded by Declarant for the purpose of annexing the real property described therein to the Common Interest Community, or resubdividing any Townhome Parcel and any Recorded amendments to such Supplemental Plat. Supplemental Plats shall include, without limitation, those Town-approved Plats of subsequent filings of Lakota Canyon Ranch, or those portions of such Plats, as are made subject to this Master Declaration from time to time by Supplemental Declaration.

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2.54 **Town.** "Town" means the Town of New Castle, Colorado.

2.55 **Townhome Lot.** "Townhome Lot" means any Lot which is designated as a Townhome Lot, within a Townhome Parcel on a Supplemental Plat, together with all Improvements thereon and appurtenances thereto. Where the Townhomes share a common wall, said common wall shall be deemed divided equally in half vertically through its center, and each half shall be deemed a part of and owned by the Townhome Lot adjacent to that half of the common wall.

2.56 **Townhome Parcel.** "Townhome Parcel" means a part of the Common Interest Community which is designated as such on the Plat or on a Supplemental Plat. Each Townhome Parcel shall be further subdivided into Townhome Lots or Condominiums following construction of the Townhome Units thereon.

2.57 **Unit.** "Unit" means any part of the Common Interest Community which is designated as a Unit or a Townhome Unit on any Supplemental Plat or Map (including each individual unit within a condominiumized townhome structure), together with all improvements thereon and appurtenances thereto. A Unit shall include such Common Elements and Limited Common Elements as may be appurtenant thereto as reflected in the Supplemental Declaration and the Supplemental Plat or Map by which such Unit is created and any ADU approved by the Town and the Design Review Committee. The term "Unit" shall not include Lots.

2.58 **Wildfire Hazard Mitigation and Response Plan.** "Wildfire Hazard Mitigation and Response Plan" means the general plan, standards and criteria developed by Declarant, dated October 15, 2002, which has been incorporated into the Lakota Canyon Ranch Master Plan. A copy of the Wildfire Hazard Mitigation and Response Plan is on file with the New Castle Town Clerk and is attached to this Declaration as Exhibit C.

2.59 **Wildlife Conservation Easement.** "Wildlife Conservation Easement" means those easements which may be established on any Plat which will restrict the use of a Lot consistent with the wildlife protection objectives as set forth in or on the Wildlife Mitigation Policy and Map.

2.60 **Wildlife Mitigation Policy and Map.** "Wildlife Mitigation Policy and Map" means the general plan, standards and criteria developed by Declarant, dated October 18, 2002, which has been incorporated into the Lakota Canyon Ranch Master Plan. A copy of the Wildlife Mitigation Policy and Map is on file with the New Castle Town Clerk.

2.61 **Wildlife Sanctuary.** "Wildlife Sanctuary" means those land areas identified on a Plat as a Wildlife Sanctuary that will be owned and maintained by the Master Association as Association Property consistent with the wildlife protection objectives as set forth in or on the Wildlife Mitigation Policy and Map.

### ARTICLE 3

#### GENERAL RESTRICTIONS APPLICABLE TO THE COMMON INTEREST COMMUNITY

It is the intention of Declarant to establish and impose a common and general plan for the improvement, development, use and occupancy of the Common Interest Community, all in order to enhance the value, desirability, and attractiveness of the Common Interest Community and to promote the marketing, development and enjoyment thereof. Accordingly, Declarant hereby declares that the entire Common Interest Community, including, but not limited to, all Lots and Units, shall be owned, held, used, occupied, improved, altered, maintained, conveyed, leased, encumbered and enjoyed subject to the following covenants, conditions, restrictions, reservations, easements, rights and other provisions, and to the further requirements and restrictions set forth in the Design Guidelines, subject to such Declarant exemptions as may be set forth herein.

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**3.1 Master Development Control.** Except as otherwise expressly provided in this Master Declaration or in any Supplemental Declaration: (i) no residence, building, structure, fence, wall, landscaping or other Improvement shall be commenced, erected, improved, altered, made, done, permitted, located or removed within the Common Interest Community without the prior written approval of the Design Review Committee, and (ii) all subsequent additions to or changes or alterations in any residence, building, structure, fence, wall, landscaping or other Improvement, including, without limitation, exterior color scheme, and all changes in the grade of Lots, shall also be subject to the prior written approval of the Design Review Committee. No modifications from the approvals granted by the Design Review Committee shall be made without the prior written approval of the Design Review Committee. Notwithstanding the foregoing, in the event of an emergency or the sudden occurrence of unanticipated conditions which threaten the health, safety or physical well-being of Persons or property within the Common Interest Community, the Executive Board and/or the Design Review Committee shall have the authority (without the prior approvals described above) to take whatever remedial action may be necessary anywhere in the Common Interest Community to protect Persons and property until such time as applicable notice and/or approval procedures can reasonably be utilized. Further notwithstanding the foregoing, Design Review Committee approval shall not be required for Improvements made by Declarant in the exercise of any development rights or special Declarant rights reserved by Declarant in this Master Declaration or in any Supplemental Declaration.

**3.2 Violation of Law, Insurance, Etc.** No Owner or Occupant or Person shall do any act or cause or permit anything to be done or kept in or upon a Lot, a residence constructed thereon, a Unit or the Association Property which would result in the increase of, or cancellation of, insurance maintained by the Master Association or would be in violation of any federal, state, town or other law, ordinance, regulation or code of any governmental body having jurisdiction, or of any Master Rule or Regulation promulgated by the Master Association, or of any provision of this Master Declaration.

**3.3 General Maintenance of Common Interest Community.** All property within the Common Interest Community, including, without limitation, all Lots (including unimproved Lots, and Lots on which Improvements are under construction), Units, Association Property, Improvements, and landscaping, shall be kept and maintained in a clean and attractive condition and in good order, condition and repair.

(a) Except as specifically set forth in this Section 3.3 or in a Supplemental Declaration, maintenance, repair, and upkeep of each Lot or Unit and the Improvements thereon (including attractive painting and refinishing thereof at regular intervals) shall be the responsibility of the Owner of the Lot or Unit. Such maintenance and repair shall be performed by each Owner whenever necessary or appropriate and at regular intervals in order to keep the Lot or Unit and Improvements in substantially the same condition and appearance as existed at the time of completion of construction, subject to normal wear and tear that cannot be avoided. Said Owner obligations shall include all maintenance, repair or replacement required as a consequence of any fire, wind, vandalism, theft or other casualty. With respect to a Lot, this maintenance obligation extends to all lands and landscaping within the Lot lines, excepting any areas or elements that are to be maintained by the Master Association. Unsightly conditions on a Lot or Unit shall constitute a nuisance under this Master Declaration.

(b) Maintenance, repair, and upkeep of Association Property, including any Improvements and landscaping thereon, shall be the responsibility of the Master Association, although the Master Association may enter into contracts to have such responsibilities performed by third parties.

(c) The individual Lot or Unit Owners and the Executive Board shall each use a reasonable standard of care in providing for the repair, management and maintenance of the properties for which they are responsible so that the entire Common Interest Community will reflect a pride of ownership.

(d) If an Owner fails to perform any of such obligations within ten (10) days following receipt of a written notice from the Executive Board requesting the same, the Executive Board shall have the right to enter upon the Lot or Unit of the Owner to cure the violation, to perform any needed repairs or maintenance,



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or to otherwise cause compliance with this provision and to levy and collect a Reimbursement Assessment upon the Owner and its Lot or Unit for the costs and expenses incurred by the Master Association in connection therewith. The Executive Board shall have no right to enter into the interior of a residence without the consent of the Owner except in the case of a clear emergency.

**3.4 Residential Use and Occupancy.** Each Lot or Unit shall be improved, occupied and used only for private single-family residential purposes, except that an ADU may be built and occupied upon a Lot if approved by the Design Review Committee and the Town. No structures whatsoever, other than those permitted by the final approvals for Lakota Canyon Ranch or by other applicable Town of New Castle zoning regulations and approved in writing by the Design Review Committee, shall be erected, placed or permitted to remain on any Lot. No office, business and/or commercial structures shall be permitted within the Common Interest Community except in those areas where such uses are allowed by applicable provisions of the Lakota Canyon Ranch Master Plan and the Plat of each filing for Lakota Canyon Ranch. Except as so allowed, no business, professional or other non-residential or commercial use shall be made of any Lot or Unit, or conducted in any Unit or in any residence constructed on a Lot, excepting in-home businesses or occupations which do not involve (i) employees, (ii) the solicitation or invitation of the general public, or (iii) the servicing of customers, and which activities are conducted entirely within the Unit or residence and do not cause any additional traffic or parking within the Common Interest Community or otherwise create a nuisance for neighboring Lots or Units or the Common Interest Community. No equipment or materials incident to any business or occupation (whether conducted within the Units or residence or elsewhere) shall be kept or stored on any Lot or Unit, except within the Unit, residence, garage, barn, or other outbuilding approved by the Design Review Committee. Notwithstanding the foregoing, activities normally associated with the sale by the Declarant or an Owner of an improved or unimproved Lot or Unit shall be allowed, subject to any limitations contained in this Master Declaration.

**3.5 New Construction Required; No Temporary Buildings or Occupancy.** All Improvements constructed within or placed upon the Common Interest Community shall be new. No mobile homes (single or double wide) and no used or temporary house, structure, or non-permanent out-building (specifically including mobile homes and trailers) shall ever be placed, erected or allowed to remain within the Common Interest Community except temporary structures or construction trailers approved in advance by the Design Review Committee which are used for construction purposes during the construction of a residence, which temporary facilities shall be removed immediately following completion of construction and in any event no later than 18 months following commencement of construction or remodeling unless a written extension is granted by the Design Review Committee. No trailer, mobile home, incomplete residence or other structure, other than a residence or Unit completed in accordance with approved plans, shall ever be used or occupied at any time for residential purposes, either temporarily or permanently. No completed residence on a Lot, and no Unit, shall be occupied in any manner until all provisions of this Master Declaration and of the Design Guidelines and all conditions of development approval have been complied with, and a Certificate of Compliance has been issued pursuant to Section 4.17 below. The work of constructing, altering or remodeling any residence on a Lot, any Unit, or any other Improvement within the Common Interest Community shall be prosecuted diligently from the commencement thereof until the completion thereof.

**3.6 Building Envelopes.** See the above definition of this term (Section 2.8) for the general restrictions applicable to Building Envelopes.

**3.7 Design Guidelines.** All excavation and other land disturbance, construction, landscaping and irrigation activities within the Common Interest Community shall be strictly governed by the procedures, standards, guidelines, restrictions and requirements set forth in the Design Guidelines. A violation of the Design Guidelines shall constitute a violation of this Master Declaration and may be enforced in accordance with the terms hereof.

**3.8 Annoying Light, Sound or Odor.** All exterior lighting installed or maintained on any Lot or Unit or on any Improvement located on a Lot shall be placed so that the light source is screened or shielded from the residence on any other Lot, from any other Unit, and from the Association Property. No light shall be emitted from any part of the Common Interest Community (including any Lot or Unit) which is unreasonably bright or causes unreasonable glare. Without limiting the generality of the foregoing, no spotlights, floodlights or other high-intensity lights shall be permitted

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within the Common Interest Community without the prior written approval of the Design Review Committee. The Design Guidelines may contain standards for exterior lighting, including, without limitation, standards for hue and intensity.

No sound shall be emitted from any part of the Common Interest Community (including any Lot or Unit) which is unreasonably loud or annoying to others, and no odor shall be emitted from any part of the Common Interest Community (including any Lot or Unit) which is noxious or unreasonably offensive to others. Again without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, other than security devices used exclusively for security purposes, shall be located or used within the Common Interest Community except with the prior written approval of the Design Review Committee.

The Executive Board, in its sole discretion, shall have the right and authority to determine the existence of any violation of this Section 3.8 including the reasonableness of any light, sound or odor.

**3.9 Noxious or Offensive Activities; Nuisances; Construction Activities.** No noxious or offensive activity shall occur or be allowed at any time on any property within the Common Interest Community, nor shall anything be done or placed thereon which is or may become a nuisance or cause an unreasonable embarrassment, disturbance, or annoyance to Owners, Occupants, Declarant or the Master Association, or which interferes with the peaceful enjoyment or possession and proper use of the Common Interest Community, or any part thereof, by Owners or Occupants. As used herein, the term "nuisance" shall not apply to any activities of Declarant which are reasonably necessary or appropriate to the development, improvement, maintenance, marketing and/or sale of the Common Interest Community or any part thereof. The Executive Board, in its sole discretion, shall have the right and authority to determine the existence of any nuisance or unreasonable annoyance under this Section 3.9.

Each Owner shall comply with the Master Rules and Regulations and the requirements of all health authorities and other governmental authorities having jurisdiction over the Common Interest Community. Normal construction activities and parking, during daylight hours, in connection with the building of Improvements on a Lot or Unit shall not be considered a nuisance or otherwise prohibited by this Master Declaration unless they are in violation of the Design Guidelines or other requirements of the Design Review Committee, but Lots, Units and Association Property shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber and other building materials shall be piled only in such areas as may be approved by the Design Review Committee. In addition, construction equipment and building materials may only be stored or kept within the Common Interest Community during and in connection with the construction of Improvements thereon, and then may be kept only in areas approved by the Design Review Committee, which also may require screening of the storage areas. All such equipment and materials shall be removed immediately following completion of construction.

**3.10 No Hazardous or Unsafe Activities.** No activity shall be conducted on, and no Improvement shall be constructed on, any property within the Common Interest Community which is or might be unsafe or hazardous to any Person or property. Without limiting the generality of the foregoing, and except as allowed below, no explosives, gasoline, or other volatile and/or incendiary materials or devices or any materials deemed hazardous or toxic substances under applicable environmental laws, rules, or regulations shall ever be used, kept, stored, permitted to remain or be released or disposed of on any Lot or Unit or elsewhere within the Common Interest Community. Gasoline or fuel for an Owner's lawn mower, snowblower, and the like may be maintained on an incidental basis in an enclosed structure on a Lot or Unit in an amount not to exceed ten (10) gallons.

**3.11 Outside Burning; Fire Hazards.** No exterior fires shall be lighted or permitted on any property within the Common Interest Community except in a contained barbecue unit while attended and in use for cooking purposes or as a part of the operation and maintenance of a ditch or part thereof. No Lot or Unit Owner shall cause or permit any condition on his Lot or Unit which creates a fire hazard or is in violation of fire prevention regulations, or which would increase insurance rates for Association Property or for other Lot or Unit Owners. Notwithstanding the foregoing, the Declarant shall have the right to perform burning activities in connection with the development and

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marketing of the Common Interest Community. All Lot and Unit Owners shall comply with the Wildfire Hazard Mitigation and Response Plan.

**3.12 No Firearms or Hunting.** The discharge of firearms on any part of the Common Interest Community (including the Lots and Units) is expressly prohibited. Hunting on any part of the Common Interest Community (including the Lots and Units) is expressly prohibited.

**3.13 No Unsightliness.** All unsightly structures, facilities, equipment, objects, and conditions, sporting equipment (e.g., skis, snowboards, bikes, mountain bikes, kayaks, etc.), and snow removal, garden or maintenance equipment, except when in actual use, shall be kept in an enclosed structure or in a screened area approved by the Design Review Committee. No laundry or wash shall be dried or hung outside any Unit or residence.

**3.14 Garbage and Trash and Compost Containers.** No refuse, garbage, trash, grass, shrub, or tree clippings, plant waste, compost, metal, bulk materials, scrap, rubbish, or debris of any kind shall be kept, stored, maintained or allowed to accumulate or remain on any Lot or Unit or on Association Property, except temporarily within an enclosed bear proof structure approved by the Design Review Committee, except that any approved container containing such materials may be placed next to the street on the designated morning of garbage collection and must be returned to its enclosed structure that same day. No garbage containers, trash cans or receptacles shall be maintained in an unsanitary or unsightly condition and, except when placed for pickup, they shall not be visible from another Lot or Unit or Association Property. All such refuse, garbage, trash, plant waste, compost, metal, scrap materials, rubbish and debris shall be promptly removed from the Common Interest Community and shall not be burned thereon. Compost structures and containers may be placed on a Lot or Unit or on Association Property in locations and in containers approved by the Design Review Committee, provided that no such structure or container shall be larger than fifty-five (55) gallons. Notwithstanding the foregoing, the Declarant and/or the Association shall have the right to require that every Lot and Unit Owner purchase and use a designated garbage container.

**3.15 Vehicle Parking, Storage, Operation and Repair.**

(a) Passenger automobiles and one ton or smaller pick-up trucks may be parked on the public streets within the Common Interest Community, except in those areas where parking is prohibited by signage. No vehicles shall be parked on common access roads as designated on the Plat or on a Supplemental Plat.

(b) No boats, trailers, buses, motor homes, mobile homes, campers (on or off supporting vehicles), motorcycles, snowmobiles, recreational vehicles, all terrain vehicles, golf carts, trucks, industrial or commercial vehicles (both cabs or trailers), abandoned or inoperable vehicles (as defined below), or any other similar vehicles (excepting passenger automobiles and one ton or smaller pick-up trucks) shall be parked on a public street in the Common Interest Community, or parked or stored upon a Lot or Unit, except within enclosed structures approved in advance by the Design Review Committee, and no motor vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt on Association Property or on any Lot or Unit, except within a completely enclosed garage which fully screens the sight and sound of the activity from the streets and other Lots and Units and Association Property. This restriction shall not prevent the non-commercial washing and polishing of vehicles and boats, together with activities normally incident thereto. No more than two (2) permitted vehicles (passenger automobiles and/or one ton or smaller pick-up trucks) shall be parked at any time in the driveway of any Lot or Unit, except during special occasions and then only for the duration thereof, and permitted vehicles shall not be parked in any location on a Lot except the driveway or an enclosed garage.

(c) Notwithstanding the foregoing, vehicles may be temporarily parked on driveways on Lots, designated parking areas and on public streets within the Common Interest Community for loading, delivery, service or emergency purposes, but only for the time required to accomplish such purpose, and as necessary on a daily basis for the construction, maintenance or servicing of Improvements within the Common Interest Community.

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(d) An "abandoned or inoperable vehicle" shall mean any motorized vehicle which does not display a current motor vehicle license or which has not been driven under its own propulsion for a period of one (1) week or longer (excepting otherwise permitted vehicles parked by Lot or Unit Owners or Occupants on their Lot or Unit driveways while on vacation or during a period of illness), or which does not have an operable propulsion system within the vehicle.

(e) In the event that the Executive Board or the Design Review Committee shall determine that a vehicle is abandoned or inoperable, or is otherwise in violation of the provisions of this Section 3.15, a written notice of violation describing said vehicle shall be personally delivered to the vehicle owner (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner cannot be reasonably ascertained), and if the offending vehicle is not removed within seventy-two (72) hours thereafter, the Executive Board or Design Review Committee (as the case may be) shall have the right to remove and store the offending vehicle, or cause the vehicle to be removed and stored, at the sole expense of the owner of the vehicle if the vehicle is located on a street, or the Owner of the Lot or Unit on which the vehicle is located, and to enter upon an Owner's Lot or Unit for such purpose, all without liability on the part of the Executive Board or the Design Review Committee.

(f) Snowmobiles, motorcycles, trail bikes, minibikes, dirt bikes, all-terrain vehicles, and similar motorized vehicles shall not be used or operated (but may be transported on trailers) within the Common Interest Community, except that (i) motorcycles properly licensed for operation on public roads may be used on public streets within the Common Interest Community. The Master Association shall have the authority to adopt Master Rules and Regulations governing the type and use of golf carts on streets within the Common Interest Community, subject always to Town rule, ordinance or regulation.

**3.16 Animals.** Except as specifically permitted below or by the Master Rules and Regulations, no animals, reptiles, primates, fish, fowl or insects of any kind shall be kept, raised, bred, maintained or boarded within or upon any part of the Common Interest Community.

Each Lot and each Unit shall be entitled to a maximum of no more than two (2) dogs and one (1) cat and a reasonable number of other Household Pets, so long as such dogs, cats and other Household Pets are not kept for any commercial purpose, are not kept in unreasonable numbers, do not cause an unreasonable amount of noise or odor, or do not otherwise become a nuisance or threat to other Lot, Unit Owners, Occupants or wildlife. Permitted dogs, cats and other Household Pets must be fenced or restrained at all times within the Owner's or Occupant's Lot or Unit (including Limited Common Elements), and shall not be permitted outside such Lot or Unit except when leashed and accompanied by the pet's owner or the owner's representative. All Household Pets shall be properly immunized and otherwise maintained and cared for as required by applicable laws.

The Owner of a Lot or Unit where a Household Pet is kept, as well as the legal owner of the pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of the Owner's Lot or Unit and of streets, sidewalks, Association Property or other Lots or Units necessitated by such pet.

The Executive Board shall be responsible for enforcing the restrictions set forth in this Section 3.16, and shall have, and is hereby given, the right and authority to determine in its sole discretion that dogs, cats and other Household Pets are being kept for commercial purposes, or are being kept in unreasonable numbers, or are causing an unreasonable amount of noise or odor, or are otherwise a nuisance or threat to other Lot or Unit Owners or Occupants, or that a Lot or Unit Owner or Occupant is otherwise in violation of this Section 3.16, and to take such action or actions as it deems reasonably necessary to remedy the violation, including, without limitation, the levying of fines and/or Reimbursement Assessments as provided in Section 10.9 hereof. Also without limiting the generality of the foregoing, the Executive Board may require the owner or custodian of a dog that barks or howls excessively, or of a dog, cat or other Household Pet with other offensive habits or threatening behavior, to confine such animal indoors, or to permanently remove such animal from the Common Interest Community, and may adopt Master Rules and Regulations governing pets.

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**3.17 Restrictions on Equipment, Tanks, Antennae, Satellite Dishes, Etc.** Heating, air conditioning (including swamp coolers), air movement, wind collection, or refrigeration equipment must be screened from the view of neighboring properties and must receive the prior written approval of the Design Review Committee. Solar power units meeting all governmental guidelines for residential uses may be incorporated into a residence or Unit if: (a) the solar power unit meets the same architectural criteria as are applied to other Improvements within the Common Interest Community, and (b) the solar power unit is approved in advance by the Design Review Committee. No tanks of any kind, whether elevated or buried, shall be erected, placed or permitted to remain upon any Lot or Unit or Association Property, except in compliance with applicable federal and state regulations, and then only with the prior written consent of the Design Review Committee. Any approved tank must be located underground or adequately concealed from view by fencing or screening approved by the Design Review Committee.

If a Lot or Unit Owner wishes to install an antenna to receive video programming, the Lot or Unit Owner shall notify the Design Review Committee in writing of the planned installation and the proposed location thereof at least ten (10) days before the installation. The antenna installation and location shall comply with all fire, electrical and other applicable safety codes, and the installing Lot or Unit Owner shall, to the extent feasible, install the antenna in a location that minimizes its visibility from neighboring Lots, Units, Association Property, or the Golf Parcel. The installing Lot or Unit Owner shall be obligated to paint the antenna so that it blends into the background against which it is mounted and to plant and maintain such reasonable landscaping as will screen the antenna, to the extent feasible, from neighboring Lots, Units, Association Property and the Golf Parcel. Provided always, that in the event that in any particular situation any of the foregoing requirements or restrictions cause an unreasonable delay or cost in the installation, maintenance or use of the antenna, or prevent the reception of acceptable quality signals, said requirements or restrictions shall be invalid as they apply to that particular situation.


Satellite dishes that exceed one meter in diameter, and MDS antennas that exceed one meter in diameter or diagonal measurement, shall not be allowed within the Common Interest Community. Mast antennas that extend higher than 12 feet above the roof line and antennas that are not used to receive video programming shall only be permitted within the Common Interest Community if they receive the prior written approval of the Design Review Committee as to design, location and screening from neighboring Lots, Units, Association Property, and the Golf Parcel.

**3.18 Restrictions on Mining or Drilling.** No property within the Common Interest Community shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for, developing or removing water, geothermal resources, oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel, or earth, except drilling, exploring for, removing or storing underground water by Declarant or the Master Association. Nothing contained herein shall be construed to limit the rights of the owners of mineral interests severed from the surface of any portion of the Common Interest Community prior to the Recording of this Master Declaration.

**3.19 Excavations; Natural Rock Features.** No excavation or other earth disturbance shall be performed or permitted within the Common Interest Community, except in connection with the construction of Improvements, and then only with the prior written approval of the Design Review Committee. Wherever possible, significant natural rock features shall be preserved and shall not in any event be disturbed unless the written approval of the Design Review Committee is first obtained. Upon completion of construction, openings in the ground shall be backfilled and compacted and all disturbed ground shall be graded and landscaped in accordance with the Design Guidelines and the requirements of the Design Review Committee.

**3.20 Drainage Restriction.** No Lot Owner shall construct, install, maintain or permit any improvement on a Lot that would result in storm water run-off draining onto another Lot or the Golf Parcel, except by way of drainage easements as shown on any Plat or drainage structures as installed by Declarant.

**3.21 No Interference with Waterways or Drainage or Irrigation Systems.** No Lot or Unit Owner shall construct, install, maintain or permit any fence or other improvement or obstruction or plant trees or take any other action which damages or interrupts or interferes in any way with (i) the normal flow of water through and along waterways, drainage or irrigation systems within the Common Interest Community or within the easements described in Section 7.6,

  
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(ii) any irrigation ditch, lateral, lake, pond or other water collection, storage or distribution system within or serving the Common Interest Community or the Golf Parcel, or (iii) normal drainage patterns within the Common Interest Community or the Golf Parcel, subject always to the rights of owners of ditches and other water rights and the requirements of the Design Review Committee. The Master Association shall have the authority to take such action as may be necessary to abate or enjoin any such damage or interference, and shall have the right to enter upon a Lot or Common Element for purposes of correcting or removing the same, and any costs incurred by the Master Association in connection with such abatement, injunctive or corrective activities shall be assessed to the responsible Lot or Unit Owner in the form of a Reimbursement Assessment.

**3.22 Lakes.** No swimming or boating or ice skating activities shall be conducted on any lakes or ponds within the Common Interest Community. Fishing may be allowed, but only in the discretion of the Master Association, and then subject to such Master Rules and Restrictions as may be adopted by the Executive Board.

**3.23 Fences Prohibited or Restricted.** Fences along or adjacent to the boundary or Lot line may be prohibited on some or all of the Lots, as identified on the Plat for such Lots or pursuant to the Design Guidelines or the Golf Course Easement Agreement. On any Lots where fences are permitted, the fence may only be constructed upon the prior written approval of the Design Review Committee and in conformance with the Design Guidelines or as provided in the Golf Course Easement Agreement. Privacy fences, security fences, and fences for screening purposes may also be prohibited and fencing along the perimeter of Lakota Canyon Ranch shall be "game friendly" as that term is defined by the Colorado Division of Wildlife. To the extent they are permitted, they shall also be approved by the Design Review Committee and constructed in conformance with the Design Guidelines or as provided in the Easement. Declarant and/or the Association, through the Design Review Committee, shall have the right to designate the specific fence to be installed, if a fence is allowed, or shall have the right to prohibit the construction or maintenance of fences on those Lots which abut the Golf Parcel.

**3.24 Tree and Natural Shrub Preservation.** All Improvements within the Common Interest Community shall be located, designed, and constructed so as to preserve and protect trees and natural shrubs. In order to conserve the natural beauty of the area, no existing trees or natural shrubs (e.g., pine, cedar, pifion, other evergreens, gamble oak or sage brush) may be removed or trimmed except with the prior written approval of the Design Review Committee. This restriction shall not apply to the removal or trimming of dead or diseased vegetation, or to essential clearing by a Lot Owner in connection with the construction of a residence (but not other Improvements) on a site previously approved by the Design Review Committee or in compliance with the Wildfire Hazard Mitigation and Response Plan. Any violation of this Section shall subject the offending Lot or Unit Owner to such penalties, fines and/or other conditions as the Design Review Committee considers appropriate, including, without limitation, the withdrawal or modification of previously granted development approvals, or the requirement that replacement trees or shrubs of equivalent or different size and type be planted and maintained by the Lot or Unit Owner.

**3.25 Use of Easement Areas; Utility Installation.** All easements shown on a Plat or Supplemental Plat covering any portion of the Common Interest Community have been created or reserved for the purposes indicated on such Plat and/or in Article 7 below. No Lot or Unit Owner may erect any structure of any type whatsoever in such easement areas, nor may an Owner or Occupant use the surface of such easement areas for any private use, other than landscaping which will not interfere with the use of said easement by the Persons or entities for whose benefit it has been created or reserved and which receives the prior written approval of the Design Review Committee.

With respect to easements created for access, utility or drainage purposes either by the terms of this Master Declaration or any other Recorded agreement or on a Plat, any and all bona fide public and private utility service companies, special districts, and the Golf Owner where designated, shall have the right of access, ingress, egress, and use of such easement areas for the installation, operation and maintenance of utility facilities serving the Common Interest Community, and/or the Golf Parcel.

Except for street lighting, no aerial utility lines or facilities of any type (except meters, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities) shall be

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erected or installed within the Common Interest Community, whether upon Lots, Units, Association Property, easements, streets, or rights-of-way of any type, either by a utility company, a Lot Owner, a Unit Owner, the Master Association, or any other Person or entity (including, but not limited to, any Person owning or acquiring any part of the Common Interest Community) and all utility lines and facilities (including, but not limited to, water, sewer, gas, electricity, telephone, and cable tv) shall be buried underground. Provided, that during the construction of a residence on a Lot, a temporary overhead power line may be installed which shall be promptly removed upon completion of construction.

**3.26 Landscaping and Irrigation Regulations.** No landscaping shall be performed on any Lot or Common Element or on Association Property unless a landscaping and irrigation plan therefor has received the prior written approval of the Design Review Committee, and all landscaping and irrigation shall comply with the Design Guidelines. A landscaping and irrigation plan for each Lot must be approved by the Design Review Committee before construction is commenced on the residence on that Lot. Any substantial change in the type or location of approved landscaping vegetation shall require the further approval of the Design Review Committee. No mature live trees shall be removed without the prior written approval of the Design Review Committee.

Subsurface and soils conditions may vary substantially from Lot to Lot in Lakota Canyon Ranch, ranging from sand to clay to rock. Over-watering under some soils conditions has the potential of causing damage to the Lot Owner's improvements as well as to neighboring properties. Each Lot Owner shall obtain a soils and subsurface conditions report from an independent qualified geotechnical firm before constructing any improvements on his Lot. The Lot Owner shall comply with all restrictions and recommendations contained in the report with respect to construction and irrigation methods and practices appropriate for the specific soils and subsurface conditions encountered on the Lot. Irrigation plans and systems proposed within each Lot shall also be in compliance with the Design Guidelines and approved by the Design Review Committee.

Each Owner shall diligently maintain, trim, weed, cultivate, husband, protect, preserve and otherwise keep in a healthy and attractive condition the shrubs, trees, hedges, grass, planters, gardens and other landscaping upon the Owner's Lot or Unit, as well as any landscaped area adjacent to such Lot or Unit within a public right of way, including, without limitation, the removal of dead and diseased branches and brush and the performance of other tasks necessary to remove or eliminate material which constitutes or creates a fire hazard or nuisance, and shall keep the Owner's Lot or Unit free of noxious weeds. Each Owner shall cooperate with the Master Association in its brush clearing and fire protection husbandry program for reduction of fire hazard within the Common Interest Community. Each Owner shall also maintain all paved, concrete and other synthetically surfaced areas within the Owner's Lot or Unit, including, but not limited to, driveway and parking areas, in good condition and repair.

**3.27 Tennis Courts and Basketball Goals.** Tennis courts, and basketball goals, backboards and nets shall not be allowed unless they comply with the Design Guidelines and the approval of the Design Review Committee is first obtained.

**3.28 Swimming Pools, Spas, and Related Equipment.** Pools, spas or hot tubs may be erected, constructed or installed on Lots or Common Elements within the Common Interest Community, provided they comply with the Design Guidelines and receive the prior written consent of the Design Review Committee. If a pool, spa or hot tub is approved, all service equipment shall be fenced and located in either (a) a side yard between the front and rear boundaries of the residence, or (b) in the rear yard adjacent to the residence, and shall be adequately screened from any neighboring Lot or Unit, the Association Property, and all streets in the Common Interest Community.

**3.29 Signs and Advertising.** With the exception of one entry/identification sign per Lot during the period of actual construction on the Lot, which sign shall comply with the Design Guidelines, no sign, poster, billboard or advertising device of any kind shall be allowed or displayed upon any Lot or Unit or any Association Property within the Common Interest Community except: (a) such signs as may be used by the Declarant or builders approved by Declarant in connection with the development, marketing and sale of Lots or Units in the Common Interest Community; (b) such signs as may be required by legal proceedings, or the prohibition of which is precluded by law; (c) such signs as may be required for traffic control and regulation of Association Property; (d) neighborhood monuments (e.g., entrance

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and directional signs) which are compatible with the architecture of the area; (e) one security company sign; (f) one "For Sale" or "For Rent" sign on any Lot or Unit; and (g) one "Private Residence" sign on each boundary of a Lot or Unit that abuts on the Golf Parcel. All such signs must comply with the Design Guidelines.

**3.30 Camping and Picnicking.** No camping or picnicking shall be allowed on Association Property except in areas, if any, that may be designated for such purpose by the Master Association.

**3.31 No Individual Water Wells or Individual Sewage Disposal Systems.** No individual water wells, and no cesspools, septic tanks or other individual sewage disposal systems, shall be drilled, constructed, maintained or permitted to remain within the Common Interest Community, except such water and/or septic systems as may be installed by Declarant or Declarant's successor, assign or agent or the Master Association to serve the Common Interest Community.

**3.32 Regulation of Pesticides.** The Design Review Committee may adopt reasonable rules and regulations governing the use and application of pesticides, herbicides, fertilizers and fungicides within the Common Interest Community.

**3.33 Untreated Water Irrigation System, Ditches, Laterals, Ponds, and Water Use Obligations.** Declarant hereby discloses that certain irrigation systems, pipes, stub-outs, ditches, ditch laterals and ponds are currently located or may be constructed within ditch and irrigation easement areas located upon (a) certain Lots in the Common Interest Community, (b) upon Association Property, (c) within the Golf Parcel, and/or (d) within Town-owned rights-of-way (collectively referred to as the "Untreated Water Irrigation System"). Declarant reserves the right, in its sole discretion, to extend said Untreated Water Irrigation System into Expansion Property, as shall be more specifically set forth in the Supplemental Declaration(s) therefor. Declarant further discloses that as of the date of this Master Declaration, the ownership of any and all water rights carried or to be carried in said Untreated Water Irrigation System is vested in the Golf Owner, and the Golf Owner has no obligation to transfer ownership of any of such water rights to any Lot or Unit Owner or the Master Association. In no event shall the Master Association or any Lot or Unit Owner be entitled to the right of use of the Untreated Water Irrigation System or any water flowing through said Untreated Water Irrigation System. Furthermore, in no event shall any Lot or Unit Owner be entitled to install irrigation facilities, to divert water from the Untreated Water Irrigation System or to make modifications to the Untreated Water Irrigation System for diversion purposes. In addition, in no event shall any Lot or Unit Owner or the Master Association obstruct or impede the flow of water through the Untreated Water Irrigation System.

**3.34 Restoration of Improvements in the Event of Damage or Destruction.** In the event of damage to or destruction of any Improvement on any Lot or Unit, the Owner thereof shall cause the damaged or destroyed Improvement to be promptly restored or replaced to its original condition or such other condition as may be approved in writing by the Design Review Committee, or the Owner shall cause the damaged or destroyed Improvement to be promptly demolished and the Lot or Unit to be suitably landscaped, subject to the approval of the Design Review Committee, so as to present a pleasing and attractive appearance. Such Improvements shall be repaired, restored or otherwise demolished and suitably landscaped within such reasonable time frame as may be established by the Design Review Committee.

**3.35 Leases.** Any Owner shall have the right to lease his Lot, Unit or ADU under the following conditions:

(a) All Leases shall be in writing, and, except for ADU's, must cover the entire Lot or Unit (i.e., no Leases of bedrooms alone or otherwise covering less than all of the Lot or Unit shall be permitted). An approved ADU may be leased separately.

(b) All Leases shall provide (i) that the terms of the Lease and the tenant's (Occupant's) use of the Lot or Unit shall be subject in all respects to the provisions of this Master Declaration or any pertinent Supplemental Declaration, the Articles, the Bylaws, the Master Rules and Regulations, and the Design Guidelines, (ii) that the Occupant has received and reviewed copies of said documents, and (iii) that any failure



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by the Occupant to comply with any of the aforesaid documents, in any respect, shall be a default by Occupant under the Lease and a default by Occupant and Owner under said documents which may be enforced against Occupant and/or Owner by the Executive Board.

(c) Each Owner shall notify the Master Association immediately upon the leasing of his Lot or Unit and shall provide the Master Association with a copy of the Lease and with the name and mailing address of the Occupant and the mailing address (if changed) of the Owner.

(d) Each Owner who leases a Lot or Unit shall be responsible for assuring compliance by the Occupant with all of the provisions of this Master Declaration, any pertinent Supplemental Declaration, the Articles, the Bylaws, the Master Rules and Regulations, and the Design Guidelines, and shall be jointly and severally responsible with the Occupant for any violations thereof by the Occupant.

(e) Each Lease shall expressly provide that the Master Association (via the Executive Board) shall have the right to give the Occupant written notice that the Occupant is in violation of one or more of the documents listed in subsection (b) above, which notice shall specify a period of time (at least 5 days) in which the Occupant may cure the violation. If the violation continues uncured, or if it is repeated within the 3-month period following the date of the first notice, the Lease shall provide that the Owner gives to the Master Association an irrevocable power of attorney to act on the Owner's behalf to give such statutory notices to the Occupant and to take such other actions as may be necessary or appropriate to terminate the Lease and to evict the Occupant from the premises. If a Lease does not contain such provisions, the Owner hereby irrevocably appoints the Master Association as its attorney-in-fact to act on its behalf as set forth herein.

(f) All legal fees and costs incurred by the Master Association in connection with a Lease shall be the joint and several liability of the Lot Owner and the Occupant and may be collected by legal action in which the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.

**3.36 Right of Entry.** During reasonable hours and upon reasonable notice to the Owner or Occupant of a Lot or Unit, any member of the Design Review Committee, any member of the Executive Board, and any authorized representative of either of them, shall have the right to enter upon and inspect any Lot or Unit, and the Improvements thereon, except for the interior portions of any occupied dwelling (which shall require the permission of the Owner or Occupant, except in case of emergency, when no notice or permission shall be required), for the purpose of ascertaining whether or not the provisions of the Master Declaration and of the Design Guidelines have been or are being complied with, or for the purpose of exercising any rights or performing any responsibilities (maintenance, repair, etc.) provided for in this Master Declaration or in any Supplemental Declaration, and such individuals shall not be deemed guilty of trespass by reason of such entry. For purposes of this Section 3.36, "emergency" shall mean circumstances posing an imminent threat of injury or damage to persons or property.

**3.37 Damage by Owners During Construction.** Each Owner is responsible for any damage caused to roads, streets, ditches, fences, trails, natural drainage courses, utilities, Association Property, or to other Lots, Units, or Improvements thereon, during the construction or alteration of Improvements upon the Owner's Lot or Unit, including, without limitation, damage caused by any construction vehicles using the roads or streets within the Common Interest Community. Damage shall include any degradation in the appearance or condition of such roads, streets, Association Property, or other Lots, Units, or Improvements. The responsible Owner shall promptly repair and clean up any such damage, at its sole expense. Each Owner shall also be responsible for any damage caused by utility cuts in roads, washouts and runoff damage caused by failure to properly install culverts, and to promptly repair any such damage. If the Owner fails to repair any such damage within ten (10) days following receipt of a written notice from the Executive Board requesting the same, the Executive Board shall have the right to perform such repairs on behalf of the Owner, and to levy a Reimbursement Assessment upon the Owner and its Lot or Unit to recover the costs thereof.

**3.38 Restrictions on Resubdivision, Property Restrictions, and Rezoning.** Except as expressly permitted in this Master Declaration or in a Supplemental Declaration by which additional property is annexed to the Common

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Interest Community: (i) no Lot or Unit shall ever be further subdivided or replatted by an Owner into smaller lots or parcels or units, (ii) no portion less than all of any such Lot or Unit, nor any easement or divided interest therein, shall be conveyed, transferred or encumbered by the Owner, and (iii) no Lot or Unit may be combined with any other Lot or Unit nor the boundary lines adjusted between any two Lots or Units.

(a) Declarant reserves the right to subdivide a Lot or Unit, including a Townhouse Parcel, or to condominiumize a multi-family structure, or to combine two Lots or Units owned by Declarant, or to adjust or remove boundary lines between Lots or Units owned by Declarant, provided any necessary Town approvals are obtained, all Declaration and Plat amendments required by the Act and/or local land use laws are prepared, executed and Recorded, and any necessary reallocation of Allocated Interests of the Owners is accomplished. The specific requirements for condominiumizing a multi-family structure or subdividing a Townhome Parcel are set forth in subsections (b) and (c) below. Similarly, the Owner of a Lot on which a multi-family structure has been legally constructed shall have the right to subdivide or condominiumize the same upon compliance with such requirements. In the case of the subdivision or condominiumization of a Lot or other multi-family structure into two or more Lots or Units, each Lot or Unit created thereby shall constitute a Lot or Unit for purposes of reallocation of Common Expense liability and voting interests. In the case of the combination of two or more Lots or Units, no change in Allocated Interests shall occur. In other words, if two Lots or Units are combined, the resulting Lot or Unit shall continue to constitute two (2) Lots or Units for assessment and voting purposes. All costs relating to the foregoing activities shall be the sole responsibility and obligation of Declarant, or of the Owner performing the same. Declarant's rights under this subsection (a) shall terminate upon the first to occur of (i) the date which is thirty (30) years after the Recording of this Master Declaration, or (ii) Declarant's relinquishing of these rights by a Recorded instrument.

(b) Condominiumization of a multi-family structure shall be accomplished by the Recording of a Map signed by the Town and the Owner that depicts the structure in three dimensions and delineates the Units and the General and Limited Common Elements, and a Declaration or Supplemental Declaration signed by the owner and, in the case of a structure being condominiumized by an Owner other than Declarant, approved by the Master Association, which (i) creates a common interest community for the Units depicted on the Map, (ii) establishes the Unit designations for said Units and amends the Allocated Interests to reflect the creation of the new Units, (iii) creates General and Limited Common Elements and allocates the ownership thereof in undivided interests between the Unit Owners in some reasonable manner, (iv) establishes the rights and obligations of the Unit Owners with respect to the insuring, use, maintenance, repair and replacement of the Common Elements, (v) allocates the common costs and expenses associated with the condominium between the Unit Owners in accordance with their undivided interests in the Common Elements, and (vi) establishes a Subassociation or other procedure for assessing, billing and paying such common expenses and for collecting the same (including interest) from a delinquent Owner. Master Association Regular and Special Assessments shall, of course, continue to be allocated in accordance with the Allocated Interests.

(c) Subdivision of a Townhome Parcel shall be accomplished by the Recording of an additional Plat signed by the Town and the Declarant or other Owner that subdivides the Lot or Block into two or more Lots along the centers of the common walls in the multi-family structure, and a Supplemental Declaration or a Declaration Amendment and Agreement (Multi-Family) signed by the Declarant or other Owner and approved by the Master Association (and by any lienholder of Record) which (i) establishes the Lot designations for the new Lots created by the additional Plat and amends the Allocated Interests to reflect the creation of the new Lots, (ii) establishes the respective rights and obligations of the Lot Owners with respect to the insuring, use, maintenance, repair and replacement of common structural elements and common utility systems of the multi-family structure, (iii) provides for a reasonable allocation between said Lot Owners of the common costs and expenses associated with the multi-family structure, and (iv) establishes a Subassociation or other procedure for assessing, billing and paying for such common expenses and for collecting the same (including interest) from a delinquent Owner. Master Association Regular and Special Assessments shall, of course, continue to be allocated in accordance with the Allocated Interests.

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(d) The boundaries between adjoining Lots or Units may also be adjusted or removed (*i.e.*, the Lots or Units combined) by the Owner(s) thereof other than Declarant, if (i) the written consent of the Executive Board is first obtained, in the sole discretion of the Executive Board, (ii) all applicable regulations and codes are complied with and all necessary Town approvals are obtained, (iii) the proposed adjustment or removal does not violate the terms of any document evidencing a security interest in the subject Lots or Units, and (iv) all Declaration and Plat amendments required by the Act and/or local land use laws are prepared, executed and Recorded. All costs relating to such activity (including the attorneys' fees and costs incurred by the Executive Board in reviewing and acting upon the matter) shall be the sole responsibility and obligation of the Owner(s) applying for the same.

(e) No Owner of a Lot or Unit shall grant or convey any easement rights affecting any portion of the Lot or Unit without the prior written consent of the Executive Board.

(f) With the exception of Townhome Declarations, no further covenants, conditions, restrictions or easements shall be Recorded by any Owner (except Declarant in the exercise of its reserved rights) or other Person against any Lot or Unit without the provisions thereof having been first approved in writing by the Executive Board for consistency with the Master Declaration, any applicable Supplemental Declaration, and the general plan of development for the Common Interest Community. Any covenants, conditions, restrictions or easements Recorded without such approvals being evidenced thereon shall be null and void. This provision does not apply to Mortgages.

(g) No application for rezoning of any Lot or Unit, and no application for any variance or special use permit for any Lot or Unit, shall be filed with any governmental authority by any Owner (except Declarant in the exercise of any reserved rights) unless the proposed use of the Lot or Unit has first been approved in writing by the Executive Board and the proposed use otherwise complies with the Master Declaration and any applicable Supplemental Declaration.

**3.39 House Size Regulations.** Single-family residences in the Common Interest Community shall be subject to the following size limitations as set forth in the Design Guidelines. Declarant reserves the right to establish square foot residence size regulations for all Lots within the Expansion Property pursuant to a Supplemental Declaration.

**3.40 Health, Safety and Welfare.** In the event any uses, activities, and facilities within the Common Interest Community are deemed by the Executive Board to be an unreasonable annoyance or nuisance, or to adversely affect the health, safety or welfare of Owners or Occupants, the Executive Board may amend the Master Rules and Regulations in order to appropriately restrict and regulate such uses, activities or facilities within the Common Interest Community. Such rules shall be consistent with the purposes and provisions of this Master Declaration.

**3.41 Implementation and Variances.** The Executive Board may implement the restrictions set forth in this Article 3, or otherwise restrict and regulate the use and occupancy of the Common Interest Community and the Lots and Units by reasonable Master Rules and Regulations of general application adopted by the Executive Board from time to time. The Executive Board may, in its sole discretion and in extenuating circumstances, grant variances from any of the restrictions set forth in this Article 3 (excepting any such restrictions with respect to which the Design Review Committee has the authority to grant variances under Section 4.19 below), if the Executive Board determines, in its discretion: (a) either (i) that a particular restriction creates a substantial hardship or burden on an Owner or Occupant, which hardship or burden was not caused by said Owner or Occupant, or (ii) that a change of circumstances since the Recordation of this Master Declaration has rendered such restriction obsolete; and (b) that the activity permitted under the variance, in the judgment of the Executive Board, will not have any material adverse effect on the Owners and Occupants of the Common Interest Community (including neighboring Lots and Units) and is consistent with the high quality of living intended to be promoted hereby throughout the Common Interest Community. When an Owner applies for a variance, the Board must give at least ten (10) days advance written notice of the variance hearing, and of the nature of the variance requested, postage prepaid, by certified mail, return receipt requested, to all Owners of Lots or Units that are situated within a radius of 300 feet of the Lot or Unit for which the variance is sought, at the current addresses for

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such Owners reflected in the Master Association files. The applying Owner must provide the Committee with an accurate list of the Owners to be so notified. If the foregoing notice requirements are complied with, it is not necessary that the Owners actually receive the notice that is mailed to them, such notices being deemed received upon mailing.

No variance shall conflict with the Lakota Canyon Ranch Master Plan or with ordinances or regulations of the Town. If a variance from the Lakota Canyon Ranch Master Plan or Town laws or regulations is also required in connection with a matter for which a variance is desired hereunder, it shall be the Owner's responsibility to obtain such Town variance before submitting a variance application to the Executive Board.

**3.42 Declarant Activities.** Nothing contained in this Master Declaration is intended or shall be construed to prevent, regulate or delay or to restrict in any way Declarant's right and ability to develop, improve, maintain, repair, regulate, operate, administer, manage, market, sell, lease, encumber or dispose of the Common Interest Community, the Lots, the Units, the Association Property, the Expansion Property, additional unspecified real estate, or any part thereof, including the right to construct Improvements, place construction or office trailers, and install signs thereon, all in the complete discretion of Declarant.

**3.43 Town Approvals.** In addition to the general restrictions set forth in this Article, and subject to legally established vested rights, the use and occupancy of each Lot or Unit shall be subject to the requirements set forth in the Ordinances, Resolutions, Plats or Agreements adopted and approved by the Town relating to Lakota Canyon Ranch, and in particular the Lakota Canyon Ranch Master Plan, and all approved modifications thereto, as well as the general zoning and subdivision regulations of the Town that are applicable to Lakota Canyon Ranch.

**3.44 Wildlife Protection.** The use and occupancy of all Units and Lots shall be subject to the requirements of the Wildlife Mitigation Policy and Map and to the limitations and restrictions set forth in conservation easements and as are applicable to Wildlife Sanctuaries.

#### ARTICLE 4

##### DESIGN REVIEW COMMITTEE

**4.1 Establishment of Design Review Committee.** The Master Association shall have a Design Review Committee, which shall consist of a minimum of three (3) members, each of whom shall either be (i) a representative of the Declarant, or (ii) an Owner or Occupant of a Lot or Unit in the Common Interest Community. All members of the Design Review Committee shall be appointed and removed from time to time by the Executive Board in its discretion, and shall serve for such term as may be established by the Executive Board from time to time. A member may be removed by the Executive Board at any time upon written notice, without cause. Subject to the three (3) member minimum, and to the membership criteria set forth above, the Executive Board may increase or decrease the size of the Design Review Committee from time to time in its discretion. On behalf of the Master Association, the Executive Board shall hire a local architect to consult with and advise the Design Review Committee, which architect shall be paid by the Master Association as a Common Expense. The Executive Board may also hire or appoint a secretary for the Design Review Committee, and shall provide appropriate compensation for any such secretarial services.

**4.2 Establishment of Subcommittees.** The Design Review Committee shall have the right but never the obligation to establish one or more subcommittees to perform one or more of the functions of the Design Review Committee. For purposes of this Master Declaration, all references to the Design Review Committee shall also refer to any subcommittee established by the Design Review Committee. The procedures for establishment of subcommittees, the rights and duties thereof, and the limitations thereon may be established and adopted by the Design Review Committee from time to time, in its discretion.

**4.3 Meetings and Action of Committee.** The Design Review Committee shall meet from time to time as necessary to perform its duties hereunder. The Design Review Committee may from time to time, by resolution in writing adopted by a majority of the members, designate a Committee representative (who may but need not be one of



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its members) to take any action or perform any duties for or on behalf of the Design Review Committee, except the granting of approval for any Improvements and the granting of variances. The action of such Committee representative within the authority of such Committee representative shall constitute the action of the Design Review Committee. A majority of the members of the Design Review Committee shall constitute a quorum of the Committee. Actions of the Committee may be taken (without a meeting) by the written consent of a majority of the members thereof, or at a meeting at which a quorum is present in person or by proxy, by the vote of a majority of such members constituting the quorum, but in no event less than two (2) members.

**4.4 Compensation of Committee Members.** In the discretion of the Executive Board, all or some members of the Design Review Committee may be entitled to reasonable compensation from the Master Association for services rendered, together with reimbursement for reasonable expenses incurred by them in the performance of their duties hereunder. Such compensation, if any, shall be set by the Executive Board from time to time.

**4.5 Records of Actions.** The Design Review Committee shall keep a permanent record of all actions of the Design Review Committee.

**4.6 Approvals in Annexed Areas.** The Design Review Committee shall also be responsible for reviewing and approving all proposed Improvements on Lots and Units within properties hereafter annexed to the Common Interest Community, unless a different reviewing body or procedure is established in the Supplemental Declaration which annexes such property.

**4.7 Design Guidelines.** The Design Review Committee has established an initial set of rules, procedures, standards, guidelines and requirements, including, without limitation, architectural, design and development standards and guidelines, which shall govern the review and approval or disapproval of proposed Improvements within the Common Interest Community, and other matters provided for therein (the "Design Guidelines"). The Design Review Committee may make such amendments and additions to the Design Guidelines as the Committee deems necessary or appropriate from time to time to accomplish the purposes of (and as are not in conflict with) this Master Declaration and of any pertinent Supplemental Declaration and to ensure the orderly and attractive development of the Common Interest Community. Upon its adoption, each such amendment shall be provided to the Executive Board. The Design Guidelines (as they may be amended from time to time) are hereby incorporated herein and shall be deemed to be a part of this Master Declaration and shall be binding on the Common Interest Community, and on all Lot and Unit Owners, Occupants, Members or other Persons as if expressly set forth herein. A copy of the current Design Guidelines shall, at all times, be a part of the Master Association's records. The Design Review Committee, in its sole discretion, shall have the right and authority to determine the existence of any violation of the Design Guidelines or of any approvals granted or other decisions made by, or other requirements of, the Design Review Committee, which determinations shall be binding on the Owners.

**4.8 Design Review Fee.** The Design Review Committee shall adopt, and may from time to time amend, a design review fee schedule which shall apply to requests for the original construction of a residential improvement, and for each subsequent request for approval of an Improvement on a Lot or Unit, including remodels, renovations or other alterations of the original approval, except that no fee shall be charged for any proposed alteration or addition to an approved landscaping plan. The design review fee schedule shall be set forth in the Design Guidelines. The applicable fee must accompany each request for approval of any proposed Improvement. The Design Review Committee shall not take any action on a request for approval until all required fees are paid in connection therewith.

**4.9 Registration of Builders.** The construction or renovation of Units or of residential Improvements on Lots within the Common Interest Community shall be accomplished only by general contractors who are "Registered Builders" as provided in this Section 4.9. Subcontractors need not be Registered Builders. In order to register as a Registered Builder, a contractor must submit to the Design Review Committee a signed "Registered Builder Statement" which recites as follows:

- (a) That the builder is a licensed general contractor in New Castle, Colorado;

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(b) The names and addresses of the last five (5) clients for whom the builder has constructed homes or other structures or to whom the builder has sold a home;

(c) That the builder expressly authorizes each of said clients to speak to representatives of the Design Review Committee and/or the Owner regarding the builder's performance for that client, and further authorizes the Design Review Committee to pass on any such performance information to the Owner;

(d) That the builder will provide the Owner with a current financial statement, if requested by the Owner;

(e) That the builder will allow the Owner to obtain a credit report on the builder, if requested by the Owner; and

(f) That the builder will furnish the Owner with such other information about the builder as the Owner may reasonably request.

Upon delivery of a Registered Builder Statement containing all of the required information to the Design Review Committee, a contractor shall be deemed to be a Registered Builder for purposes hereof. Before commencing work on the construction or renovation of a Unit or a residential Improvement on a Lot, the Registered Builder shall obtain a Builder's Risk Insurance Policy covering all Improvements to be constructed on the Lot or Unit, with the benefits payable to the Owner, and shall deliver copies of the Policy to the Design Review Committee and to the Owner. In the case of minor renovations where the Design Review Committee does not consider such Policy necessary, the Design Review Committee may waive this requirement, in its sole discretion.

**4.10 Design Review and Construction Process.** Every Owner proposing to make Improvements on its Lot or Unit must comply with the design review and construction procedures that are set forth in the Design Guidelines.

**4.11 Submission of Plans, Specifications and Data; Time Frame for Approval.** Prior to commencement of work to accomplish any proposed Improvements, the Owner proposing to make such Improvements shall submit to the Design Review Committee such descriptions, surveys, plot plans, excavation plans, drainage plans, grading plans, site plans, roof plan, elevation drawings, construction plans, landscaping plans, irrigation plans, fencing and wall plans, specifications, and samples of materials and colors as the Design Review Committee shall reasonably request showing, among other things, the nature, kind, shape, bulk, massing, articulation, height, width, dimensions, color, materials, and location of the proposed Improvements. The Owner shall also inform the Design Review Committee of the identity of the Owner's proposed Builder, who shall be a Registered Builder. All submissions shall conform to and be in accordance with the Design Guidelines. The Owner shall be entitled to receive a receipt for the same from the Design Review Committee or its authorized agent. The Design Review Committee may require submission of additional plans, specifications, or other information prior to approving or disapproving the proposed Improvements. Until receipt by the Design Review Committee of all required information and materials in connection with the proposed Improvements and Builder, the Design Review Committee may postpone review of the application.

From and after the date on which the Design Review Committee receives all required information and materials in connection with the proposed Improvements and Builder, the Design Review Committee shall have thirty (30) calendar days in which to approve, approve with conditions, or deny the application. An approval shall be evidenced by a "Certificate of Approval" as provided in Section 4.12 below. In the discretion of the Committee, one or more meetings may be held with the Owner during that period. If the Design Review Committee fails to approve or deny the application within said 30-day period, the final plans and specifications submitted to the Committee by the Owner shall be deemed approved.

**4.12 Criteria for Approval or Disapproval; Certificate of Approval.** The Design Review Committee shall approve any proposed Improvements, and shall issue a Certificate of Approval therefor (which grants approval to

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an identified set of plans, subject to any conditions to approval), only if it determines in its reasonable discretion that the Lakota Canyon Ranch Master Plan and the Design Guidelines have been complied with; that the proposed Improvements are in compliance with all applicable provisions of this Master Declaration and any Supplemental Declaration; that the proposed Improvements will not be detrimental to the value or enjoyment of the surrounding areas in the Common Interest Community; that the siting, design, bulk, height, appearance and overall aesthetic impact of the proposed Improvements will be in harmony with the surrounding areas in the Common Interest Community; that the proposed Improvements will enhance the quality, wholesomeness, and attractiveness of the Common Interest Community and the enjoyment thereof by Lot and Unit Owners; that the upkeep and maintenance of the proposed Improvements will not become a burden on the Master Association; and that in the case of construction or renovation of a residential dwelling, the work will be performed by a Registered Builder. The Design Review Committee may condition its approval of any proposed Improvements upon the making of such changes therein as the Design Review Committee may deem reasonably appropriate, and may require that architectural embellishments (or details) and/or additional landscaping be performed on the subject Lot or Unit. In all cases, the Design Review Committee must issue a Certificate of Approval before an Owner or Registered Builder applies to the Town for a Building Permit for the proposed Improvements.

The approval by the Committee of any Improvement shall in no event imply or require that such approval will be granted again in the future for the same or a similar Improvement, and the Committee shall have complete discretion, consistent with the standards and criteria contained herein and in the Design Guidelines, to grant or deny such approval in each instance on the merits of the particular application or proposal and considering the circumstances surrounding the same.

**4.13 Decisions of Committee.** Decisions of the Design Review Committee shall be made in accordance with the procedures established in the Design Guidelines and shall be binding on all parties.

**4.14 Completion of Work After Approval.** Following the approval of any proposed Improvements by the Design Review Committee (and identification of the Registered Builder, where required), the proposed Improvements shall be completed by the Lot or Unit Owner (using the Registered Builder): (a) as promptly and diligently as possible, but in no event in excess of the time periods set forth below; (b) in compliance with the Design Guidelines and with all applicable laws, regulations and codes; (c) in strict conformance with all plans and specifications and other materials furnished to and approved by the Design Review Committee and with the Certificate of Approval; and (d) in accordance with any and all conditions imposed by the Design Review Committee. All Improvements approved by the Design Review Committee shall be completed, a "Certificate of Compliance" shall be obtained in accordance with Section 4.17 below, and all construction equipment, materials and debris shall be removed: (i) within eighteen (18) months from the date of approval of such Improvements by the Design Review Committee, or (ii) within such other time period as the Design Review Committee may prescribe. Provided, however, that any and all landscaping and/or gardening approved by the Design Review Committee which is related to the initial construction of a residence on a Lot shall be completed no later than one hundred eighty (180) days immediately following the issuance of the "Certificate of Occupancy" for such residence. Failure to comply with the terms and conditions of this Section 4.14 shall constitute non-compliance with the terms and provisions of this Master Declaration and the Design Review Committee and/or the Executive Board shall have the right to invoke all rights and remedies provided to them hereunder, including, but not limited to, the right to seek injunctive relief and/or to impose fines and penalties.

**4.15 Right to Inspect.** Any member or authorized consultant of the Design Review Committee or of the Executive Board, or any authorized officer, employee or agent of the Master Association, may (but shall not be obligated to) at any reasonable time enter upon any Lot or Unit, without being deemed guilty of trespass, in order to inspect Improvements constructed or being constructed on such Lot or Unit, to ascertain whether such Improvements have been or are being built or changed in compliance with the Design Guidelines, the approvals granted by the Design Review Committee, and this Master Declaration.

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**4.16 Notice of Completion; Inspection of Work; Correction of Defects.**

(a) Upon the completion of any Improvements (excepting the related landscaping) for which plans and specifications have been approved by the Design Review Committee, the Owner or the Registered Builder shall submit to the Committee a written "Notice of Completion," on a form to be provided by the Committee, which Notice shall certify that the Improvements have been completed in accordance with all plans, specifications and other materials furnished to and approved by the Committee, the Certificate of Approval, any conditions imposed by the Committee, and with the Design Guidelines. Until receipt of such Notice, the Committee shall not be deemed to have any notice regarding completion of the Improvements.

(b) Within twenty-one (21) days following receipt of the Notice of Completion, the Design Review Committee or its duly authorized representative shall inspect the Improvements. If the Committee finds that the Improvements have not been completed as set forth in the Notice of Completion, it shall notify the Lot or Unit Owner in writing of such non-compliance within said twenty-one (21) day period, specifying the particulars of non-compliance, and shall require the Owner to remedy the same. If for any reason other than the Lot or Unit Owner's act or neglect, the Committee fails to notify the Owner of any non-compliance or to issue to the Owner a Certificate of Compliance pursuant to Section 4.17 below prior to the expiration of said twenty-one (21) day period, the Improvements shall be deemed in compliance if the Improvements were, in fact, completed as of the date of the Notice of Completion and the Owner or Registered Builder may proceed to request a Certificate of Occupancy from the Town.

(c) If upon the expiration of thirty (30) days from the date of such notification of non-compliance the Lot or Unit Owner shall have failed to remedy such non-compliance, the Design Review Committee shall notify the Executive Board in writing of such failure. Thereupon, the Executive Board (and its duly authorized representatives), at the Board's option, may enter upon the Lot or Unit at any reasonable time after notice to the Owner, without being deemed guilty of trespass, and remove the noncomplying Improvement or otherwise remedy the non-compliance, and the Owner shall reimburse the Master Association, upon demand, for all expenses, including interest on monies expended and attorneys' fees, incurred in connection therewith. If such expenses are not repaid by the Owner to the Master Association within thirty (30) days following delivery of a written demand therefor to the Owner, the Executive Board may levy a Reimbursement Assessment against such Owner and the Owner's Lot or Unit for all such costs and expenses. The right of the Master Association to remedy or remove any non-compliance shall be in addition to all other rights and remedies which the Master Association may have at law, in equity, or under this Master Declaration or any Supplemental Declaration, and the Lot or Unit Owner shall have no claim for damages or otherwise on account of the entry upon the property and remedying or removal of the noncomplying Improvement.

**4.17 Certificate of Compliance.** When the Design Review Committee is satisfied that the Improvements have been completed in accordance with all plans, specifications and other materials furnished to the Design Review Committee, the Certificate of Approval, any conditions imposed by the Committee, and with the Design Guidelines, it shall issue to the Owner a Certificate of Compliance with respect to said Improvements. Upon receipt of such Certificate, but not before, the Owner or Registered Builder may apply to the Town for a Certificate of Occupancy. No newly-constructed residence on a Lot shall be occupied until a Certificate of Compliance has been issued therefor by the Design Review Committee and a Certificate of Occupancy has been issued therefor by the Town.

**4.18 Improvements Must Conform to Approvals.** No building, fence, wall, structure, landscaping or other Improvement of whatever type shall be commenced, constructed, erected, placed, installed, located, maintained or removed within the Common Interest Community, nor shall there be any additions or changes to the exterior of any residence or other structure or Improvement upon a Lot or Unit or the landscaping, grading or drainage thereof, including, without limitation, the painting or staining (other than painting or staining with the same color and type of paint or stain as previously existed) of exterior walls, patio covers and fences, except in accordance with plans and specifications therefor which have been submitted to and approved by the Design Review Committee and in compliance with the Design Guidelines.



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**4.19 Committee Power to Grant Variances.** The Design Review Committee may grant variances from any of the restrictions set forth in this Master Declaration or any Supplemental Declaration or the Design Guidelines pertaining to proposed Improvements and the criteria therefor, including restrictions upon height, size, floor area, setbacks, location or placement of structures, or similar restrictions, when (i) unique circumstances not created by the Lot or Unit Owner, such as topography, natural obstructions, or aesthetic or environmental considerations, would otherwise result in substantial hardship or burden which is not suffered by other similarly-situated Lots or Units, or (ii) when a change of circumstances since the Recording of this Master Declaration has rendered such restriction obsolete, and (iii) in either case, when the Design Review Committee determines that the activity allowed by the variance will not have any material adverse effect on the Owners and Occupants of the Common Interest Community (including neighboring Lots or Units) and is consistent with the high quality of living intended to be promoted hereby throughout the Common Interest Community. When an Owner applies for a variance, the Committee must give at least ten (10) days written notice of the variance hearing, and of the nature of the variance requested, postage prepaid, by certified mail, return receipt requested, to all Owners of Lots or Units that are situated within a radius of 300 feet of the Lot or Unit for which the variance is sought, at the current addresses for such Owners reflected in the Master Association files. The applying Owner must provide the Committee with an accurate list of the Owners to be so notified. If the foregoing notice requirements are complied with, it is not necessary that the Owners actually receive the notice that is mailed to them, such notices being deemed received upon mailing.

All variances that are granted by the Design Review Committee must be evidenced in writing, must specify the Lot or Unit for which the variance is granted and the unique circumstances or change in circumstances justifying the variance, and must be signed by at least a majority of the members of the Committee. If any such variance is granted, no violation of the covenants, conditions and restrictions contained in this Master Declaration or any Supplemental Declaration or the Design Guidelines shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Master Declaration or of any Supplemental Declaration or the Design Guidelines for any purpose except as to the particular property and particular provision hereof covered by the variance. A copy of each variance request and approval, or denial, will be kept on file at the Master Association offices.

The granting of a variance in a particular instance shall in no event imply or require that such a variance will be granted again in the future in a similar situation, and the Committee shall have complete discretion, consistent with the standards and criteria contained herein and in the Design Guidelines, to grant or deny a variance in each instance on the merits of the particular application and considering the circumstances surrounding the same.

No variance shall conflict with the Lakota Canyon Ranch Master Plan or with ordinances or regulations of the Town. If a variance from the Lakota Canyon Ranch Master Plan or Town laws or regulations is also required in connection with a matter for which a variance is desired hereunder, it shall be the Owner's responsibility to obtain such Town variance before submitting a variance application to the Design Review Committee.

**4.20 Nonliability for Approval or Disapproval of Plans and Specifications, for Issuance of Certificates of Approval or Compliance, or for Registration of Builders.** The criteria for Design Review Committee approval of plans and specifications are set forth in Section 4.12 above. The Design Review Committee shall not be responsible for reviewing plans and specifications with respect to engineering design or for compliance with zoning, building ordinances, environmental laws, or any other applicable laws or regulations. By its approval of any such plans and specifications, and by its issuance of a Certificate of Approval, neither the Design Review Committee, the members thereof, the Master Association, any Member, the Executive Board nor the Declarant assumes or shall have any liability or responsibility with respect to engineering design or for compliance with zoning, building ordinances, environmental laws, or any other applicable laws or regulations, or for any defect in any improvement constructed from such plans and specifications. Neither the Design Review Committee, any member thereof, the Master Association, any Member thereof, the Executive Board nor the Declarant shall be liable to any Lot or Unit Owner, Occupant or other Person for any injury, damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings or specifications, whether or not defective, and/or the issuance of a Certificate of Approval, (b) the construction or performance of any

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work, whether or not pursuant to approved plans, drawings and specifications, (c) the issuance of a Certificate of Compliance, or (d) the development, or manner of development of any property within the Common Interest Community. The approval of plans and specifications by the Design Review Committee (including the issuance of a Certificate of Approval), and/or the issuance of a Certificate of Compliance by the Design Review Committee, shall not under any circumstances constitute or be deemed to be a representation or warranty that the plans, specifications or completed Improvements comply with applicable laws, resolutions, ordinances or regulations, including, but not limited to, zoning ordinances and building codes and environmental laws.

Likewise, Builders shall register with the Design Review Committee in the manner set forth in Section 4.9 above and in the Design Guidelines. By registering a Builder, the Design Review Committee does not represent or warrant, either expressly or by implication, and hereby disclaims any representations or warranties, that the Registered Builder will in fact complete the Improvements on schedule, within the Owner's budget, or in a competent and workmanlike manner, or that the Registered Builder is or will remain financially sound, and the Lot and Unit Owners assume all risks regarding such matters. Neither the Design Review Committee, the members thereof, the Master Association, any Member, the Executive Board nor the Declarant shall be liable to any Lot or Unit Owner, Occupant or other Person for any injury, damage, loss or prejudice suffered or claimed on account of (a) the registration of any Builder, (b) defects or delays in the work performed by a Registered Builder, (c) financial difficulties experienced by a Registered Builder, and/or (d) any other problems arising from an Owner's use of a Registered Builder.

4.21 **Enforcement.** The requirements and provisions of this Article 4 and/or of the Design Guidelines shall be enforceable in accordance with the rights and procedures set forth in Section 12.4 of this Master Declaration.

4.22 **Coordination with Building Permit Process.** A copy of each Certificate of Approval, including conditions, shall be provided to the Town Building Department by the Owner in conjunction with the Owner's application for a building permit from the Town.

## ARTICLE 5

### ASSOCIATION PROPERTY

5.1 **Use and Enjoyment of Association Property.** With the exception of Limited Common Areas, and except as otherwise provided in this Master Declaration, in any Supplemental Declaration, or in the Master Rules and Regulations, each Owner shall have the non-exclusive right to use and enjoy Association Property in common with all other Owners. This right to use and enjoy Association Property shall extend to each Owner, Occupant, and the family members, guests and invitees of each Owner, and to such other users as may be authorized by this Master Declaration or by the Executive Board from time to time, and shall be appurtenant to each Lot or Unit, subject at all times to the provisions of this Master Declaration (including Declarant's reserved rights hereunder), any applicable Supplemental Declaration, the Articles, Bylaws, and the Master Rules and Regulations. No Owner or Occupant shall place any structure or store or leave any materials or personal property upon Association Property, nor shall any Owner or Occupant engage in any activity which will temporarily or permanently impair free and unobstructed access to all parts of the Association Property by all Owners. Use of the Association Property is also subject to any applicable terms of the Golf Course Easement Agreement.

With respect to Limited Common Areas, each Owner and Occupant of a Lot designated by Declaration or Plat for the use of such Limited Common Area shall have the non-exclusive right to use and enjoy the same in common with all other Occupants of Lots so designated, for all purposes for which the Limited Common Area was created, subject to any Master Rules and Regulations relating thereto.

5.2 **Master Association May Regulate Use of Association Property.** The Master Association, acting through the Executive Board, shall have the right and authority to regulate the use of Association Property by the promulgation, enforcement and interpretation from time to time of such Master Rules and Regulations relating thereto

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as the Master Association considers necessary or appropriate for the protection and preservation of Association Property and the enhancement of the use and enjoyment thereof by Owners and Occupants and other authorized users, subject always to any rights or interests created by the Golf Course Easement Agreement.

The Master Association, acting through the Executive Board, may for good cause suspend the right of any Person to use and enjoy Association Property, including the right of a Member who or which is delinquent in the payment of any Assessments, and the right of any Member or other authorized user who is in violation of the terms and provisions of this Master Declaration or any Supplemental Declaration, the Articles, Bylaws, Master Rules and Regulations, Design Guidelines or the terms and provisions of any approvals granted by the Design Review Committee.

**5.3 Master Association to Maintain and Improve Association Property.** The Master Association, its agents and employees, shall maintain and repair, snowplow as necessary, and otherwise manage the Association Property (including the Limited Common Areas), including, but not limited to, any Improvements, landscaping, paths, trails, parking areas, drives, and recreational and other facilities located thereon. The Master Association may construct, alter and remove such Improvements and landscaping upon Association Property as the Master Association in its discretion considers necessary, desirable or appropriate from time to time, and may do all such other and further acts which the Executive Board deems necessary or appropriate to preserve, protect and enhance the Association Property and the beauty thereof in accordance with the general objectives for the Common Interest Community reflected in this Master Declaration. Separate bids shall be let for the maintenance of Limited Common Areas so that the costs thereof can be assessed exclusively to the Lots or Units benefitted thereby.

**5.4 No Partition of Association Property.** No Owner or other Person shall have any right to partition or to seek the partition of Association Property or any part thereof.

**5.5 Owner Liability for Owner or Occupant Damage to Association Property.** Each Owner shall be liable to the Master Association for any damage to Association Property or for any expense, loss or liability suffered or incurred by the Master Association in connection with Association Property arising from (a) the negligence or willful misconduct of such Owner or of any Occupant, agent, employee, family member, guest or invitee of such Owner, or (b) any violation by such Owner or any Occupant, agent, employee, family member, guest or invitee of such Owner of any law, regulation, or code, including, without limitation, any environmental law, or of any provisions of this Master Declaration, any Supplemental Declaration, or the Master Rules and Regulations, relating to Association Property. Each Owner shall indemnify, defend and hold the Master Association harmless from any loss, damage, expense or liability arising from the circumstances described in subsections (a) or (b) immediately above. The Master Association shall have the power to levy and collect a Reimbursement Assessment against a Lot or Unit Owner to recover the costs, expenses, damages, losses or liabilities incurred by the Master Association as a consequence of any such negligence, willful misconduct or violations.

**5.6 Damage or Destruction to Association Property.** In the event of damage to or destruction of Association Property, including Improvements thereon, by fire or other casualty, the Master Association shall repair or replace the same in accordance with the provisions of Section 9.18 below. Repair, reconstruction, or replacement of Association Property shall be accomplished under such contracting and bidding procedures as the Master Association shall determine are appropriate. If insurance proceeds available to the Master Association on account of damage or destruction exceed the cost of repair, reconstruction, and replacement, the Master Association may use the same for future maintenance, repair, improvement, and operation of Association Property or for any other use deemed appropriate by the Executive Board.

**5.7 Condemnation of Association Property.** If any Association Property or part thereof or interest therein is taken under exercise of the power of eminent domain or by purchase in lieu thereof, the portion of any award in condemnation or the price payable for the deed in lieu that is attributable to the Association Property taken or purchased shall be paid to the Master Association. The Master Association shall have the exclusive right to participate in such condemnation proceedings and to represent the interests of all Owners and Occupants and other Persons therein. Any award or funds received by the Master Association shall be held by the Master Association for the purposes stated

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in Section 5.6 above or as a reserve for future maintenance, repair, reconstruction, or replacement of Association Property or may be used for Improvements or additions to or operation of Association Property or for such other uses as may be deemed appropriate by the Executive Board. Except as may otherwise be provided by the Act, no Owner or other Person shall be entitled to participate as a party or otherwise in any condemnation proceedings nor to receive any proceeds therefrom.

**5.8 Title to Association Property Upon Dissolution of Master Association.** In the event of dissolution of the Master Association, the Association Property shall, to the extent permitted by law and reasonably possible, be conveyed or transferred to an appropriate public, governmental or quasi-governmental agency or organization or to a nonprofit corporation, association, trust, or other organization, to be used, in any such event, for the common benefit of Owners for the purposes for which the Association Property was held by the Master Association. If the foregoing is not possible, the Association Property shall be sold or disposed of and the proceeds from the sale or disposition shall be distributed to Owners in proportion to each Owner's Allocated Interest in the Common Expenses of the Master Association.

**5.9 Mechanic's Liens on Association Property.** Declarant shall be responsible for the release of mechanics' liens filed with respect to Association Property, or any part thereof, if such liens arise from labor performed or materials furnished at the instance of Declarant, its agents, contractors or subcontractors. Likewise, the Master Association shall be responsible for the release of mechanics' liens filed with respect to Association Property, or any part thereof, if such liens arise from labor performed or materials furnished at the instance of the Master Association, its directors, officers, agents, contractors or subcontractors. No labor performed or materials furnished with respect to a Lot or Unit at the instance of the Lot or Unit Owner shall be the basis for filing a lien against Association Property. No labor performed or materials furnished with respect to Association Property at the instance of the Executive Board shall be the basis for filing a lien against any Lot or Unit.

**ARTICLE 6**

**DECLARANT'S RESERVED RIGHTS**

Declarant hereby expressly reserves to itself and its successors and assigns the following described rights, which include development rights and special Declarant rights, any one or more of which rights may be exercised, in the sole and absolute discretion of Declarant, at any time and from time to time during the period commencing upon the Recording of this Master Declaration in Garfield County and ending on the date of termination of such rights established under Section 6.14 below. It is expressly understood that Declarant shall not be obligated to exercise any of these reserved rights, and that no consent shall be required from any Owner, Mortgagee, or the Master Association for the effective exercise of any of these reserved rights.

Except as limited by this Article 6, such reserved rights may be exercised upon or in connection with all or any portion of the Common Interest Community, the Expansion Property, and/or the additional unspecified real estate referred to in Section 6.7 below. Such rights may be exercised with respect to different parcels of said real estate at different times, and in connection therewith Declarant hereby states that (i) no assurances are made regarding the boundaries of said different parcels or with respect to the order in which such parcels may be subjected to the exercise of these reserved rights, even if a reference to a phase or phasing appears in a legal description, Plat, Lakota Canyon Ranch Master Plan, or other agreement relating to the property, and (ii) if a particular reserved right is exercised in any portion of the real estate subject to that reserved right, that reserved right is not required to be exercised in all or any portion of the remainder of that real estate.

The reserved rights hereinafter set forth shall be prior and superior to any other provisions of this Master Declaration or of any Supplemental Declaration, and may not be amended, modified, terminated or otherwise altered in any way without the express prior written consent of Declarant. All conveyances of Lots and Units and other portions of the Common Interest Community hereafter made, whether by Declarant or otherwise, shall be deemed and construed to reserve to Declarant and/or to grant to Declarant all of the rights reserved by and to Declarant in this Article 6 and

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elsewhere in this Master Declaration or in any Special Declaration, even though no specific reference to such rights appears in the conveyancing instruments. Nothing in this Article 6 shall limit or impair any other rights granted or reserved to Declarant by other provisions of this Master Declaration or of any Supplemental Declaration.

The following rights are hereby reserved to Declarant and its successors and assigns:

**6.1 Construction of Improvements.** The right, but not the obligation, to construct additional Improvements on Association Property at any time and from time to time for the improvement and enhancement thereof for the benefit of the Master Association, the Lot and Unit Owners, or some of them, and/or pursuant to the Golf Course Easement Agreement. Furthermore, the right throughout the Common Interest Community to complete Improvements indicated on the Plat filed with this Master Declaration, and on any Supplemental Plats filed with any Supplemental Declarations, as such Plats and Declarations may be amended from time to time. Furthermore, the right to construct and complete Improvements required by the terms of the Subdivision Improvements Agreement Recorded January 8, 2003, as Reception No. 618285, in the office of the Clerk and Recorder of Garfield County, Colorado, by the terms of the First Supplement to 1999 Development and Annexation Agreement Recorded January 8, 2003, as Reception No. 618282, in the office of the Clerk and Recorder of Garfield County, Colorado, and any supplements thereto, and by the terms of any other such Subdivision Improvements Agreements that may hereafter be executed by Declarant in connection with annexations to the Common Interest Community, as said Agreement or Agreements may be amended from time to time. Furthermore, the right to create, grant and/or use and enjoy additional non-exclusive easements, and to relocate existing platted or other easements, upon or across any portion of the Common Interest Community (including Lots and Common Elements, but excepting Building Envelopes), as may be reasonably required for the construction by Declarant of the above-described Improvements or the effective exercise by Declarant of any of the other reserved rights described in this Article 6.

**6.2 Sales, Marketing and Management.** The right to construct, locate or operate, and to maintain upon, and to remove from, any part of the Common Interest Community, including Lots or Units owned by Declarant and Association Property, in the discretion of Declarant, and in such number, size and location as may be reasonably required by Declarant in connection with the completion of Improvements, the management of the development, and/or the promotion, marketing, sale or rental of Lots or Units, the following:

- (a) Sales offices, management offices, and/or construction offices, and structures containing or relating to the same, including, without limitation, mobile homes, office trailers and construction trailers. Such offices, to the extent they are not situated on a Lot or within a Unit, are hereby declared to be personal property of the Declarant and shall in any case be removable by Declarant or its successors or assigns promptly upon the Declarant or its successors or assigns ceasing to be a Lot or Unit Owner;
- (b) Signs identifying and advertising the Common Interest Community and the Lots and/or Units therein, or relating to development or construction thereon;
- (c) Model residences constructed or to be constructed on Lots, or model Units;
- (d) Parking areas and facilities, and lighting, necessary or desirable in the marketing of the Common Interest Community and the Lots and Units; and
- (e) Employees in offices, equipment, vehicles, and marketing and construction materials;

together with the right to attract, invite or bring prospective purchasers of Lots and/or Units into the Common Interest Community at all times, and to permit them to use and enjoy the Association Property.

**6.3 Merger.** The right to merge or consolidate the Common Interest Community with another common interest community of the same form of ownership.

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**6.4 Declarant Control of Master Association.** The right to appoint or remove any Executive Board member or officer of the Master Association, as more specifically set forth in Section 8.5 below, but only for and during the "Period of Declarant Control of Master Association" as defined in said Section 8.5.

**6.5 Annexation of Additional Properties.** The right to annex to the Common Interest Community all or any part of the Expansion Property. Each Owner of a Lot or Unit hereunder hereby grants to Declarant the right to annex all or any part of the Expansion Property to the Common Interest Community and to modify such Owner's Allocated Interests accordingly. Alternatively, Declarant shall have the right and is authorized to develop portions of the Expansion Property and/or to convey, lease or mortgage portions of the Expansion Property to such third party or parties as Declarant may deem appropriate, without annexing them to the Common Interest Community, whether for purposes consistent with this Master Declaration or otherwise. Declarant makes no assurances that all or any portion of the Expansion Property will be added to the Common Interest Community and Declarant reserves the right to annex all or any portion of the Expansion Property to the Common Interest Community in any order it deems appropriate in its sole and absolute discretion.

**6.6 Annexation Procedure.** The annexation of additional real property to the Common Interest Community shall be accomplished by the Recording by Declarant with the Clerk and Recorder of Garfield County of a Supplemental Declaration containing a legal description of the land area to be added to the Common Interest Community and amending this Master Declaration accordingly, together with a Supplemental Plat or Map thereof. The Supplemental Declaration shall assign an identifying number to each new Lot or Unit created thereby, and shall reallocate the Allocated Interests of all Lot and Unit Owners in the Common Interest Community in accordance with the definition of Allocated Interests contained in this Master Declaration. In no event shall any annexation increase the number of Lots and Units in the Common Interest Community beyond the eight hundred twenty-seven (827) Lot and/or Unit maximum stated in Recital No. 9 to this Master Declaration. The Supplemental Declaration shall also describe any Association Property (including Limited Common Areas) thereby created, and any Common Elements and any Limited Common Elements thereby created, and in the case of Limited Common Elements, the Supplemental Declaration (or the associated Map) shall designate the Unit(s) to which each is allocated.

The annexation of the Expansion Property may be accomplished by successive Supplemental Declarations, in no particular or pre-established order, and may provide that property annexed thereby (the "Annexed Property") is phased so that it is made subject to this Master Declaration at different times. Upon Recording of a Supplemental Declaration, the Annexed Property described therein shall be subject to all of the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes, and other provisions set forth in this Master Declaration, except to the extent specifically stated in the Supplemental Declaration or as modified thereby. Any such Supplemental Declaration may impose on the Annexed Property described therein additional covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes, and other provisions than those set forth in this Master Declaration, taking into account the unique and particular aspects of the Annexed Property covered thereby and of the proposed development thereof. Furthermore, Declarant shall have the right to reserve in such Supplemental Declaration any development rights that Declarant considers necessary or appropriate, provided that such provision shall not extend the termination date for the exercise of Declarant's development rights as set forth in Section 6.14 below. A Supplemental Declaration may provide for a Subassociation of Owners within the Annexed Property described in the Supplemental Declaration and for the right of the Subassociation to assess such Owners for common expenses unique to those Owners.

**6.7 Annexation of Additional Unspecified Real Estate.** The right to annex additional, unspecified real estate to the Common Interest Community to the fullest extent permitted by the Act. In the event that Declarant elects to annex any such additional unspecified real estate, Declarant shall annex such property to the Common Interest Community in accordance with the provisions of Section 6.6 above.

**6.8 Withdrawal Rights and Procedure.** The right at any time and from time to time to withdraw from the Common Interest Community (and any annexations thereto) any Declarant-owned Lot or Lots, Unit or Units, or Association Property.

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Withdrawal may only be accomplished by the Recording by Declarant of an amendment to this Master Declaration or any Supplemental Declaration affected by the withdrawal, and an amendment to the Plat or any Supplemental Plat affected by the withdrawal. Upon the Recording of such amendments, the withdrawn Lots, Units and/or Association Property shall no longer be part of the Common Interest Community or subject to this Master Declaration or any applicable Supplemental Declaration in any way.

Each Declarant-owned Lot or Unit, and each Declarant-owned Association Property, is hereby described and declared to be a separate portion of real estate that is subject to this right of withdrawal, and Declarant expressly reserves the right to withdraw one or more Declarant-owned Lots or Units and/or all or a portion of any Declarant-owned Association Property from the Common Interest Community. Once a Lot or Unit has been conveyed to a Lot or Unit Owner other than Declarant, that portion of the real estate is no longer subject to this right of withdrawal. Likewise, once an Association Property has been conveyed to the Master Association, that portion of the real estate is no longer subject to this right of withdrawal.

The withdrawn property shall be subject to whatever easements, if any, may be reasonably necessary for access or utility service to, or operation or management or use or enjoyment of, the Common Interest Community or any part thereof. Similarly, the owner(s) of the withdrawn property shall have whatever easements, if any, are reasonably necessary for access or utility service to or for use or enjoyment of the withdrawn property over and across special district and/or Association Property within the Common Interest Community. At the time any withdrawal of real estate is accomplished, Declarant shall Record whatever documents are necessary to establish such reciprocal easements in the Garfield County Records.

**6.9 Effect of Expansion or Contraction.** In the event any real property is annexed to the Common Interest Community as provided herein, or if any real property is withdrawn from the Common Interest Community as provided herein, the definitions used in this Master Declaration shall be automatically expanded or contracted to encompass and refer to the Common Interest Community as expanded or contracted, e.g., "Common Interest Community" shall mean the real property described herein plus any additional real property annexed thereto (the "Annexed Property") and/or minus any real property withdrawn therefrom; similarly, "Association Property" and "Lots" and "Units" shall mean and include those areas as described herein as well as or less those so designated on any Supplemental Declaration or Supplemental Plat (or any amendment to a Declaration or Plat) relating to any real property which is annexed or withdrawn pursuant to this Article 6. Association Property shall also mean and include all properties located from time to time within the Annexed Property that fall within the definition of Association Property contained in this Master Declaration, less any Association Property removed by withdrawal. References to this Master Declaration shall mean this Master Declaration as so supplemented by any Supplemental Declaration and any Supplemental Plat, or as amended. Every Owner of a Lot or Unit in the area annexed to the Common Interest Community shall, by virtue of ownership of such Lot or Unit and upon Recordation of the Supplemental Declaration annexing such property to the Common Interest Community, be a member of the Master Association and, except as may be otherwise provided in the Supplemental Declaration, shall be entitled to the same rights and privileges and subject to the same duties and obligations as any other Master Association Member. Regular Assessments for Lots or Units within the Annexed Property shall commence as of the date of the Recording of the Supplemental Declaration and shall be prorated as of such date.

The Recording of amendments to the Master Declaration and Plat, whether in the form of Supplemental Declarations and Supplemental Plats or otherwise, which reallocate the Allocated Interests in the Common Interest Community, shall automatically:

- (a) Vest in each existing Lot and Unit Owner the reallocated Allocated Interests appurtenant to the Owner's Lot or Unit; and
- (b) Vest in each existing Mortgagee a perfected security interest in the reallocated Allocated Interests appurtenant to the encumbered Lot or Unit.

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**6.10 Subdivision of Blocks or Lots or Units.** Declarant shall have and hereby reserves the right to subdivide any Declarant-owned Block or Lot or Unit located within the Common Interest Community to create additional Lots or Units, Association Property, and/or streets, subject to the maximum number of Lots and Units set forth in the Recitals to this Master Declaration; provided, however, that such subdivision is consistent with the Lakota Canyon Ranch Master Plan or that said Lakota Canyon Ranch Master Plan is amended if necessary, and that the subdivision is accomplished in compliance with Town subdivision requirements. Upon the subdivision of any Block or Lot or Unit in accordance with the terms and conditions contained herein, the Allocated Interests of all Owners shall be reallocated in accordance with the definition of Allocated Interests contained in this Master Declaration.

**6.11 Transfer of Additional Property to Master Association.** The right, but not the obligation, to transfer additional real and personal property, and Improvements thereon, to the Master Association from time to time in furtherance of this Master Declaration.

**6.12 Other Reserved Development Rights.** Subject to compliance with any applicable Town requirements, Declarant reserves the right with respect to all or any Declarant-owned portion of the Common Interest Community (including the Lots and Units) to (a) create Association Property (including Limited Common Areas); (b) create additional Lots or Units, subject to the maximum set forth in the Recitals to this Master Declaration; (c) subdivide Lots or Units as set forth in Section 6.10 above; (d) combine Lots or Units; (e) convert Lots or Units into Association Property; (f) convert Association Property into Lots or Units; (g) create Common Elements and/or Limited Common Elements; (h) reconfigure Lots, Units, streets, and/or Association Property; and (i) amend the Lakota Canyon Ranch Master Plan. Additionally, in order to effectively exercise the rights reserved to Declarant under this Article 6, Declarant reserves the right to amend this Master Declaration (without the consent of Owners, Mortgagees or the Master Association being required) for purposes of (aa) complying with or qualifying for any required federal or state registration of the project, (bb) satisfying title insurance requirements, or (cc) bringing any provision or provisions of this Master Declaration into compliance with the Act.

**6.13 Transfer of Declarant's Reserved Rights.** Any one or more rights created or reserved for the benefit of Declarant under this Article 6 or elsewhere in this Master Declaration or in any Supplemental Declaration may be transferred to any Person by an instrument describing the right or rights transferred and Recorded in Garfield County. Such instrument shall be executed by the transferor Declarant and the transferee. The provisions of Section 38-33.3-304 of the Act shall apply to any transfer of special Declarant rights.

**6.14 Termination of Declarant's Reserved Rights.** With the exception of Declarant's right to appoint or remove Executive Board members and officers of the Master Association, which is addressed in Section 8.5 below, the rights reserved to Declarant in this Article 6 shall automatically terminate and expire upon the first to occur of (i) the date which is thirty (30) years after the Recording of this Master Declaration, or (ii) Declarant's relinquishment and surrender of such rights by Recorded instrument. Declarant may from time to time relinquish and surrender one or more but less than all of the reserved rights, in which event the unrelinquished reserved rights shall remain fully valid and effective for the remainder of the term thereof. The Master Association may extend the time period for exercise of a development right, or reinstate a lapsed development right, subject to whatever terms, conditions and limitations the Master Association may impose on the subsequent exercise of the development right. The extension or renewal of a development right and any terms, conditions and limitations shall be included in an amendment executed by Declarant or the owner of the real estate subject to the development right and the Master Association.

**6.15 Owner Review, Acceptance and Waiver of Rights Re: Lakota Canyon Ranch Master Plan and Declarant's Reserved Rights.** Each Owner, by its acceptance of a deed to a Lot or Unit, acknowledges that the Owner has carefully reviewed and understands the Lakota Canyon Ranch Master Plan (as it may be amended from time to time) and the Declarant's reserved rights as set forth in this Article 6 or elsewhere in this Master Declaration, that the Owner accepts and approves such matters and appreciates any potential impacts that the implementation of the Lakota Canyon Ranch Master Plan and/or the exercise of such reserved rights may have on the Owner's Lot or Unit, and expressly waives any rights the Owner may have to object to or to interfere in any way with the implementation of such Plan or the exercise of such rights.



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**6.16 Declarant as Attorney-in-Fact For Owners.** Each Owner, by its acceptance of a deed or other conveyance vesting in the Owner an interest in a Lot or Unit in the Common Interest Community, does hereby irrevocably constitute and appoint Declarant (with full power of substitution) as said Owner's attorney-in-fact, in said Owner's name, place and stead, to take any and all actions and to execute and deliver any and all instruments as may be necessary or appropriate to Declarant's exercise of the various rights reserved to Declarant under this Article 6 or elsewhere in this Master Declaration or in any Supplemental Declaration, specifically including, without limitation, Declarant's reserved right to use all existing easements within the Common Interest Community or to create, grant, use and/or replat and relocate additional or existing easements across any portion of the Common Interest Community excepting platted Building Envelopes.

## ARTICLE 7


### EASEMENTS

**7.1 Easements for Incidental Encroachments.** If any portion of an Improvement approved by the Design Review Committee encroaches in its approved location upon an Association Property, including any future encroachments arising or resulting from the repair or reconstruction of an Improvement subsequent to its damage, destruction or condemnation, a valid easement on the surface and for subsurface support below such surface and for the maintenance of same, so long as it stands, shall and does exist for such incidental encroachment.

**7.2 Blanket Utility and Drainage Easement Over Streets and Over Association Property.** There is hereby created, granted and reserved to the Master Association, its agents, employees and assigns, and to the Town a perpetual, non-exclusive blanket easement over, across, upon and under all platted streets in the Common Interest Community and all Association Property for the construction, installation, operation, monitoring, management, maintenance, repair, removal and replacement of utilities and utility lines, irrigation lines and systems and water features, drainage systems, pipes, wires, circuits, conduits, meters, facilities and systems for the benefit of the Common Interest Community or any part thereof, including, but not limited to, drainage, domestic water, irrigation water, sewer, gas, telephone, electricity, cable TV and other master TV and communication systems, if any, together with an easement for access, ingress and egress to accomplish such purposes, and together with the right to grant any such easement rights to utility companies. The Master Association or other person or entity exercising such utility and drainage easement rights shall be obligated to restore, reseed, replant and/or re-landscape the surface of the disturbed area to as close to its original condition as possible, as promptly as possible following completion of any utility or drainage work.

**7.3 Master Association Administrative Easement Over Streets and Over Association Property.** There is hereby created, granted and reserved to the Master Association, its agents, employees and assigns, a perpetual, non-exclusive easement over, across, upon and under all platted streets in the Common Interest Community and all Association Property and a right to use such streets and Association Property for purposes of enabling the Master Association to perform the duties and functions which it is obligated or permitted to perform pursuant to this Master Declaration.

**7.4 Declarant Easement Over Streets and Over Association Property.** There is hereby created, granted and reserved to Declarant and its successors and assigns a non-exclusive easement over, across, upon and under all platted streets in the Common Interest Community and all Association Property (including, without limitation, all easements benefitting the Master Association), including a right of access, ingress and egress thereto, and a right to use such streets and Association Property, and each and every part thereof, for all purposes reasonably related to (a) Declarant's development, improvement, maintenance, management, marketing and sale of the Common Interest Community and all portions thereof, including any annexations thereto, and/or (b) Declarant's exercise and implementation of the rights reserved to Declarant under this Master Declaration or any Supplemental Declaration, and/or (c) the discharge by Declarant of any of its obligations under this Master Declaration, any Supplemental Declaration, any Subdivision Improvements Agreement between the Declarant and the Town, the Development and Annexation Agreement Recorded June 16, 1999, as Reception No. 547372 in the office of the Clerk and Recorder of Garfield County, Colorado, and any Supplements thereto and any other Subdivision Improvements Agreement that may be

  
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executed by Declarant in connection with properties annexed to the Common Interest Community, or any other Declarant obligations relating to the Common Interest Community. Declarant's rights with respect to this easement shall terminate upon the first to occur of (i) the date which is thirty (30) years after the Recording of this Master Declaration, or (ii) Declarant's relinquishment of all or a portion of this easement right by Recorded instrument.

**7.5 Ditch Easements.** There are hereby created, granted and reserved for the use and benefit of the owners from time to time of any irrigation systems, ditches, ditch laterals, ponds or other water features or water storage facilities or improvements that may exist from time to time within the Common Interest Community (and of the water rights therein) perpetual, non-exclusive easements within the Ditch Easements shown on the Plat or any Supplemental Plat, and if not shown on a Plat, then along the courses of said ditches and laterals and in the locations of said systems, features, ponds and facilities, as they may be realigned or relocated from time to time, subject to the specific provisions set forth in easement grants for any such facilities and/or on a Plat.

**7.6 Utility and Drainage Easements.** There are hereby created, granted and reserved for the use and benefit of the Declarant, the Town of New Castle, the Master Association, the Golf Owner, and appropriate public utilities, perpetual, non-exclusive easements over, upon, across and under those portions of the Common Interest Community that are designated "Utility Easement" or "Drainage Easement" on the Plat or any Supplemental Plat. Utility Easements may be used for the installation, operation, maintenance, repair, removal or replacement of underground utilities and irrigation water lines and related surface facilities. Drainage Easements may be used for the installation, operation, maintenance, repair, removal or replacement of drainage systems and facilities. Except as may otherwise be provided in any Subdivision Improvements Agreement between Declarant and the Town or in any other separate agreement between Declarant and a utility supplier, the party causing the disturbance shall be obligated to restore, repair, reseed and/or re-landscape any area disturbed by the exercise of these easement rights to as close to its original condition as possible, as promptly as possible following the completion of any work within a Utility or Drainage Easement.

**7.7 Fence and Landscaping Easements.** There are hereby created, granted and reserved for the use and benefit of the Declarant and the Master Association perpetual, non-exclusive "Fence and Landscaping Easements" along the entire common boundary between Lots or Common Elements and the Golf Parcel, said Fence Easements being five (5) feet in width and lying entirely within the Lots or Common Elements, for purposes of constructing, planting, maintaining and repairing fences and/or landscaping along portions of the Golf Parcel, in the sole discretion of the Design Review Committee. Authorized fencing and/or landscaping shall be constructed, planted and maintained by the Master Association or, if approved by the Design Review Committee in each instance, by the Lot or Unit Owner affected thereby.

**7.8 Berm Maintenance Easements.** There are hereby created, granted and reserved for the use and benefit of the Declarant and the Master Association perpetual, non-exclusive "Berm Maintenance Easements" in such locations as may be shown on the Plat or any Supplemental Plat, for purposes of maintaining, repairing and improving berms, and for the control of vegetation within the easements, as may be deemed necessary or appropriate from time to time by Declarant or the Association.

**7.9 Non-Disturbance Easements.** There are hereby created, granted and reserved for the benefit of the Master Association perpetual, non-exclusive "Non-Disturbance Easements" over and upon those portions of certain Lots that are designated as "Non-Disturbance Areas" on the Plat, or any Supplemental Plat. No excavation, construction or disturbance of any kind shall take place within these Non-Disturbance Areas, and they shall be cordoned off during construction on the Lot for protection.

**7.10 Multi-Purpose Easements.** There are hereby created, granted and reserved for the use and benefit of the Declarant, the Town of New Castle, the Master Association, the Golf Owner, and appropriate public utilities, perpetual, non-exclusive easements over, upon, across and under all "Multi-Purpose Easements" shown and designated on the Plat or any Supplemental Plat, for the installation, operation, maintenance, repair and replacement of underground utility lines and appurtenances thereto including, but not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, water lines, telephone lines, irrigation water lines, and are further granted to the Town of New Castle

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for the installation, operation, maintenance, repair and replacement of traffic control facilities, street lighting, street trees and grade structures.

**7.11 Easements for Benefit of Golf Parcel.** The Golf Course Easement Agreement establishes certain non-exclusive easements over, across and upon portions of the Common Interest Community for the use and benefit of the Golf Parcel, including, without limitation, Grading Easements, No Build Easements, and Golf Cart Path Easements. Said easements shall be used for the purposes and in the manner provided in the Golf Course Easement Agreement.

**7.12 Blanket Emergency Services Easement.** There is hereby created, granted and reserved for the use and benefit of all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons, now or hereafter serving the Common Interest Community and its Owners and Occupants, a perpetual, non-exclusive blanket "Emergency Services Easement" over, upon, along and across all streets, properties and areas within the Common Interest Community, for use in the lawful performance of their duties.

**7.13 Easements Deemed Created.** All conveyances of Lots and Units and Association Property hereafter made, whether by Declarant or otherwise, shall be deemed and construed to grant and reserve all of the easements referred to in this Article 7 and elsewhere in this Master Declaration and in any Supplemental Declaration, even though no specific reference to such easements appears in the conveyancing instruments.

**7.14 Restrictions on Owners in Easement Areas.** Owners of Lots and Units that are subject to any easements created by this Master Declaration, a Supplemental Declaration, or a Recorded Plat, or to any existing ditch easements, shall acquire no right, title or interest in any cables, conduits, mains, lines, or other equipment or facilities or improvements that may be installed upon, over or under the easement area by a beneficiary of said easement rights. Moreover, Owners and Occupants of Lots and Units that are subject to any such easements are hereby prohibited from constructing any improvements upon the easement areas, altering or obstructing the flow of any water or drainage thereon, or landscaping the same, in any manner that might interfere with the full and proper exercise of said easement rights by any beneficiary thereof. Finally, said Owners and Occupants are hereby further prohibited from violating any of the restrictions relating to the use of the easement areas as may be set forth in this Master Declaration or in any Supplemental Declaration. Any Owner or Occupant violating any of these restrictions shall be obligated to remove the offending improvement or landscaping and to restore the surface of the area to its original condition, or otherwise to remedy the violation, at the Owner's cost and expense, within thirty (30) days following a written request therefor from any easement beneficiary. If said Owner or Occupant fails to comply with the request in a timely manner, the Master Association shall have the right to enter upon the Owner's Lot or Unit to perform the necessary work and may assess the costs thereof against the Owner and the Owner's Lot or Unit in the form of a Reimbursement Assessment.

**7.15 Recorded Easements and Licenses.** In addition to the easements described in this Article 7 and elsewhere in this Master Declaration, the Recorded easements and licenses appurtenant to or included in the Common Interest Community are set forth on Exhibit B attached hereto and made a part hereof by this reference.

## ARTICLE 8

### MASTER ASSOCIATION

**8.1 Master Association.** The Master Association has been formed as a Colorado nonprofit corporation under the Colorado Revised Nonprofit Corporation Act to manage the affairs of the Common Interest Community. The Master Association shall serve as the governing body for all of the Owners and Occupants for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of Association Property, the levying and collection of Assessments for Common Expenses and other expenses of the Master Association, and such other matters as may be provided in this Master Declaration, any Supplemental Declaration, the Articles, Bylaws, and Master Rules and Regulations. The Master Association shall not be deemed to be conducting a business of any kind, and all funds received by the Master Association shall be held and applied by it on behalf of the Owners in accordance with the provisions of this Master Declaration, any Supplemental Declaration, the Articles and the Bylaws.

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**8.2 Master Association Executive Board.** The affairs of the Master Association shall be managed by an Executive Board. The number, term, and qualifications of the members of the Executive Board shall be fixed in the Articles of Incorporation or the Bylaws. A quorum shall be deemed present throughout any meeting of the Executive Board if persons entitled to cast at least fifty percent (50%) of the votes on the Executive Board are present at the beginning of the meeting or grant their proxy as provided in C.R.S. Section 7-128-205(4). With the exception of matters that may be discussed in executive session, as set forth in Section 38-33.3-308(3-7) of the Act, all regular and special meetings of the Executive Board or any committee thereof shall be open to attendance by all Members of the Master Association or their representatives. Without limiting the generality of the foregoing, no Master Rule or Regulation may be validly adopted during an executive session. Agendas for meetings of the Executive Board shall be made reasonably available for examination by all Members of the Master Association or their representatives.

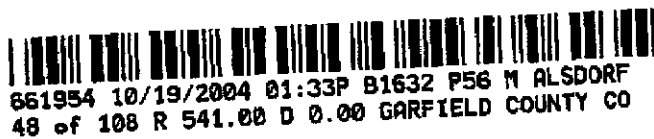
The Executive Board shall have all of the powers, authority and duties granted or delegated to it by the Act, this Master Declaration, any Supplemental Declaration, the Articles or Bylaws. Except as provided in the Act, this Master Declaration, any Supplemental Declaration, the Articles or Bylaws, the Executive Board may act in all instances on behalf of the Master Association.

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

The Executive Board may, by resolution, delegate portions of its authority to officers of the Master Association, but such delegation of authority shall not relieve the Executive Board of the ultimate responsibility for management of the affairs of the Master Association. If appointed by Declarant, in the performance of their duties, the members of the Executive Board and the officers of the Master Association are required to exercise the care required of fiduciaries of the Lot and Unit Owners. If not appointed by Declarant, no member of the Executive Board and no officer shall be liable for actions taken or omissions made in the performance of such member's or officer's duties except for wanton and willful acts or omissions.

**8.3 Membership in Master Association.** There shall be one Membership in the Master Association for each Lot and Unit within the Common Interest Community. The Person or Persons who constitute the Owner of a Lot or Unit shall automatically be the holder of the Membership appurtenant to that Lot or Unit, and shall collectively be the "Member" of the Master Association with respect to that Lot or Unit, and the Membership appurtenant to that Lot or Unit shall automatically pass with fee simple title to the Lot or Unit. Declarant shall hold a Membership in the Master Association for each Lot or Unit owned by Declarant. Membership in the Master Association shall not be assignable separate and apart from fee simple title to a Lot or Unit, and may not otherwise be separated from ownership of a Lot or Unit.

**8.4 Voting Rights of Members.** Each Lot and each Unit in the Common Interest Community shall be entitled to one (1) vote in the Master Association, *i.e.*, one (1) vote per Owner/Member. Occupants of Lots or Units shall not have voting rights. If title to a Lot or Unit is owned by more than one (1) Person, such Persons shall collectively vote their interest as a single vote. If only one of the multiple Owners of a Lot or Unit is present at a Master Association meeting, such Owner is entitled to cast the vote allocated to that Lot or Unit. If more than one of the multiple Owners is present, the vote allocated to that Lot or Unit may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any of the multiple Owners casts the vote allocated to that Lot or Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot or Unit. In the event of a protest being made by one or more multiple Owners, and a majority of the multiple Owners of the Lot or Unit cannot agree on how to cast their vote, any vote cast for that Lot or Unit shall be null and void with regard to the issue being voted upon. Such multiple Owners and their Lot or Unit shall nevertheless be counted in determining the presence of a quorum with respect to the issue being voted upon.



In accordance with Section 38-33.3-309 of the Act, and except as may otherwise be provided in the Bylaws, a quorum is deemed present throughout any meeting of the Members of the Master Association if Persons entitled to cast at least twenty percent (20%) of the votes in the Master Association are present, in person or by proxy, at the beginning of the meeting.

Provided a quorum of Members entitled to vote is present in person or by proxy, the affirmative vote of a majority of the Members so present shall constitute approval of any matter voted upon unless a different number is required on a particular matter by the Act, this Master Declaration, any Supplemental Declaration, the Articles, or the Bylaws.

The vote allocated to a Lot or Unit may be cast pursuant to a proxy duly executed by a Lot or Unit Owner. If a Lot or Unit is owned by more than one Person, each Owner of the Lot or Unit may vote or register protest to the casting of a vote by the other Owners of the Lot or Unit through a duly executed proxy. A Lot or Unit Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the Person presiding over a meeting of the Master Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy shall terminate eleven (11) months after its date, unless a different termination date is otherwise set forth on its face.

No votes allocated to a Lot or Unit owned by the Master Association may be cast.

The Lot and Unit Owners, by a vote of sixty-seven percent (67%) of all Members present and entitled to vote at any meeting of the Lot and Unit Owners at which a quorum is present, may remove any member of the Executive Board with or without cause, other than a member appointed by Declarant.

**8.5 Period of Declarant Control of Master Association.** Declarant shall have and hereby reserves the power to appoint and remove, in its sole discretion, the members of the Executive Board and the officers of the Master Association during the period commencing upon the Recording of this Master Declaration and terminating no later than the earlier of (a) sixty (60) days after conveyance of seventy-five percent (75%) of the Lots and Units that may be created to Lot or Unit Owners other than Declarant; or (b) two (2) years after the last conveyance of a Lot or Unit by the Declarant in the ordinary course of business; or (c) two (2) years after any right to add new Lots or Units was last exercised by Declarant, subject to the following.

During said "Period of Declarant Control" of the Master Association:

(a) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots and Units that may be created to Lot or Unit Owners other than Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Executive Board must be elected by Lot and Unit Owners other than Declarant.

(b) Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots and Units that may be created to Lot or Unit Owners other than Declarant, not less than thirty-three and one-third percent (33-1/3%) of the members of the Executive Board must be elected by Lot and Unit Owners other than Declarant.

At any time prior to the termination of the Period of Declarant Control of the Master Association, the Declarant may voluntarily surrender and relinquish the right to appoint and remove officers and members of the Executive Board, but in such event, Declarant may require, for the duration of the Period of Declarant Control of the Master Association, that specified actions of the Master Association or the Executive Board, as described in a Recorded instrument executed by Declarant, be approved by Declarant before they become effective. As to such actions, Declarant may give its approval or disapproval in its sole discretion and option, and its disapproval shall invalidate any such action by the Executive Board or the Master Association. Not later than the termination of the Period of Declarant Control of the Master Association, the Lot and Unit Owners (including Declarant) shall elect an Executive Board of at least three (3) members, at least a majority of whom must be Lot or Unit Owners other than Declarant or designated representatives

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of Lot or Unit Owners other than Declarant, and the Executive Board shall elect the officers, with such Executive Board members and officers to take office upon election. Pursuant to Section 38-33.3-303(9) of the Act, within sixty (60) days after Lot and Unit Owners other than Declarant elect a majority of the members of the Executive Board, Declarant shall deliver to the Master Association all property of the Lot and Unit Owners and of the Master Association held or controlled by Declarant, including, without limitation, the following items:

(a) The original or a certified copy of the Recorded Master Declaration as amended, the Master Association's Articles of Incorporation, Bylaws, minute books, other books and records, and any Rules and Regulations which may have been promulgated;

(b) An accounting for Master Association funds and financial statements from the date the Master Association received funds and ending on the date the Period of Declarant Control ends. The financial statements shall be audited by an independent certified public accountant and shall be accompanied by the accountant's letter, expressing either the opinion that the financial statements present fairly the financial position of the Master Association in conformity with generally accepted accounting principles or a disclaimer of the accountant's ability to attest to the fairness of the presentation of the financial information in conformity with generally accepted accounting principles and the reasons therefor. The expense of the audit shall not be paid for or charged to the Master Association;

(c) The Master Association funds or control thereof;

(d) All of the Declarant's tangible personal property that has been represented by the Declarant to be the property of the Master Association or all of the Declarant's tangible personal property that is necessary for, and has been used exclusively in, the operation and enjoyment of Association Property, and inventories of these properties;

(e) A copy, for the non-exclusive use by the Master Association, of any plans and specifications used in the construction of the improvements in the Common Interest Community;

(f) All insurance policies then in force, in which the Lot Owners, the Master Association, or its directors and officers are named as insured persons;

(g) Copies of any certificates of occupancy that may have been issued with respect to any improvements comprising the Common Interest Community;

(h) Any other permits issued by governmental bodies applicable to the Common Interest Community and which are currently in force or which were issued within one (1) year prior to the date on which Lot and Unit Owners other than the Declarant took control of the Master Association;

(i) Written warranties of the contractor, subcontractors, suppliers, and manufacturers that are still effective;

(j) A roster of Lot and Unit Owners and Occupants and Mortgagees and their addresses and telephone numbers, if known, as shown on the Declarant's records;

(k) Employment contracts in which the Master Association is a contracting party; and

(l) Any service contract in which the Master Association is a contracting party or in which the Master Association or the Lot or Unit Owners have any obligation to pay a fee to the persons performing the services.

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8.6 **Termination of Contracts and Leases of Declarant.** The following contracts and leases, if entered into before the Executive Board elected by the Lot and Unit Owners pursuant to Section 38-33.3-303(7) takes office, may be terminated without penalty by the Master Association at any time after the Executive Board elected by the Lot and Unit Owners pursuant to said Section 38-33.3-303(7) takes office, upon not less than ninety (90) days notice to the other party: (i) Any management contract, employment contract or lease of recreational or parking areas or facilities; (ii) any other contract or lease between the Master Association and Declarant or an affiliate of Declarant; or (iii) any contract or lease that is not bona fide or was unconscionable to the Lot and Unit Owners at the time entered into under the circumstances then prevailing.

8.7 **Master Association/Subassociations.** Every Supplemental Declaration in which a Subassociation is organized and/or established shall contain sufficient language pursuant to Section 38-33.3(220) of the Act delegating responsibilities and control and subordinating it to the Master Association and to this Master Declaration to effectuate the purposes of this Master Declaration. Each Supplemental Declaration shall provide that the Executive Board shall be elected after the termination of the Period of Declarant Control of the Master Association by all Lot and Unit Owners of all Common Interest Communities subject to the Master Declaration. If both a Subassociation and the Master Association have liens for Assessments created at any time on the same Lots or Units, the lien of the Master Association shall take priority over the lien of any Subassociation.

## ARTICLE 9

### POWERS AND DUTIES OF MASTER ASSOCIATION

9.1 **General Powers and Duties of Master Association.** The Master Association shall have and may exercise all of the powers and rights and duties of a Colorado corporation formed under the Colorado Revised Nonprofit Corporation Act, and all of the powers and duties provided for in the Act, including those enumerated in Section 38-33.3-302 of the Act, as such laws may be amended from time to time, subject only to the limitations upon such powers as are contained in this Master Declaration. More specifically, and without limiting the generality of the foregoing, the Master Association shall have all of the powers and duties necessary (i) for the administration, management, governance and operation of the Common Interest Community and the Master Association, (ii) to own, operate, improve, maintain, repair, manage, lease, encumber, and otherwise deal with Association Property, (iii) to improve, maintain and repair the Limited Common Areas, and (iv) to do any and all lawful things that may be authorized, required or permitted to be done by the Master Association under the Act and/or under the provisions of this Master Declaration and of any Supplemental Declarations.

9.2 **Power to Grant Easements.** The Master Association shall have the power to grant access, utility, drainage, irrigation, and such other easements upon, over, across or under Association Property as it deems necessary or desirable for the benefit of the Common Interest Community or parts thereof, or for the benefit of all or less than all of the Lot or Unit Owners, or for the benefit of lands situated outside the Common Interest Community.

9.3 **Power to Convey or Encumber Association Property.** The Master Association shall have the power to convey, or subject to a security interest, portions of the Association Property if Owners entitled to cast at least sixty-seven percent (67%) of the votes in the Master Association, including sixty-seven percent (67%) of the votes allocated to Lots or Units not owned by Declarant, agree to that action, except that all Owner(s) of Lots to which any Limited Common Area is allocated must agree in order to convey that Limited Common Area or to subject it to a security interest. Proceeds of the sale are an asset of the Master Association.

An agreement to convey, or subject to a security interest, Association Property must be evidenced by the execution of an agreement, in the same manner as a deed, by the Master Association. The agreement must specify a date after which the agreement will be void unless approved by the required percentage of Lot and Unit Owners. Any grant, conveyance or deed executed by the Master Association must be Recorded in the County, and is effective only upon Recordation. The Master Association, on behalf of the Lot and Unit Owners, may contract to convey an interest in an Association Property, but the contract is not enforceable against the Master Association until approved, executed

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and ratified pursuant to this Section 9.3. Thereafter, the Master Association shall have all the powers necessary and appropriate to effect the conveyance or encumbrance, including the power to execute deeds or other instruments. Unless in compliance with this Section 9.3, any purported conveyance, encumbrance, judicial sale, or other transfer of Association Property is void. A conveyance or encumbrance of Association Property pursuant to this Section 9.3 shall not deprive any Lot or Unit of its rights of (i) access, ingress and egress to the Lot or Unit, and (ii) support of the Lot or Unit. A conveyance or encumbrance of Association Property pursuant to this Section 9.3 shall not affect the priority or validity of pre-existing encumbrances.

**9.4 General Power to Provide Services and Facilities to Owners.** The Master Association shall have the power, but not the obligation, to acquire, construct, operate, manage, maintain, repair and administer services and facilities for the benefit of the Owners, or some of them, including, without limitation, security, animal control, vegetation control, insect and pest control, television service, parking facilities, transportation facilities, snow removal, signage (including entry monuments), lighting (including seasonal lighting), interior and perimeter fencing, landscape walls, landscaping services and facilities, drainage facilities, including retention and detention ponds, irrigation facilities, water features, trash and solid waste disposal services, including recycling programs, utility services, recreational facilities and services, maintenance, and such other services, functions and facilities as are deemed appropriate by the Executive Board. The foregoing list shall not be deemed to be a representation by Declarant of services or facilities that will in fact be available for use by the Owners. The Master Association may enter into such agreements and arrangements as it may deem appropriate with any provider of utilities or services to the Common Interest Community or any portion thereof, including any special district that provides such services, and may form or join any districts created to provide such services.

**9.5 Power to Provide Services to Subassociations.** The Master Association shall have the power, but not the obligation, to provide services to Subassociations. Such services to any Subassociation shall be provided pursuant to an agreement in writing between the Master Association and such Subassociation which shall provide for the payment by such Subassociation to the Master Association of the costs and expenses of the Master Association of providing such services to the Subassociation, including a fair share of the overhead expenses of the Master Association. Services which may be provided to a Subassociation may include, without limitation: (a) the construction, care, operation, management, maintenance, repair, and replacement of Improvements owned by the Subassociation; (b) the providing of services to the area covered by the Subassociation; (c) the enforcement of the provisions of any Supplemental Declaration for, on behalf of, and in the name of the Subassociation; (d) the collection of assessments for, in the name of, and on behalf of a Subassociation; (e) the payment of taxes for a Subassociation with funds of the Subassociation; (f) the obtaining of insurance for a Subassociation; (g) the collection of charges for use of facilities of a Subassociation; and (h) the appointment and supervision of a manager or managers for a Subassociation.

**9.6 Power to Provide Special Services to Owners.** The Master Association shall have the power to provide services to an Owner or group of Owners. Any service or services to an Owner or group of Owners shall be provided pursuant to an agreement in writing, or through one or more Supplemental Declarations, which shall provide for payment to the Master Association by such Owner or group of Owners of the costs and expenses of the Master Association in providing such services, including a fair share of the overhead expenses of the Master Association, and shall contain reasonable provisions assuring that the obligation to pay for such services shall be binding upon any heirs, personal representatives, successors and assigns of the Owner or group of Owners and that the payment for such services shall be secured by a lien on the Lot(s) of the Owner or group of Owners.

**9.7 Power to Charge for Special Association Property Uses and Special Master Association Services.** The Master Association shall have the power to establish reasonable admission or other fees or charges for any special or extraordinary Association Property uses or Master Association services such as special parking privileges, special recreation facilities, conference rooms, instruction, or similar uses beyond the ordinary use of Association Property and ordinary Master Association services. Such charges or fees shall be set forth in schedules of charges and fees adopted from time to time by the Executive Board.



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**9.8 Power to Acquire Property and Construct Improvements.** The Master Association may acquire, hold, encumber and/or convey any right, title or interest in or to real or personal property, including Improvements. The Master Association may construct Improvements on Association Property and may demolish existing Improvements thereon.

**9.9 Power to Adopt Master Rules and Regulations.** The Master Association may adopt, amend, repeal, and enforce such reasonable Master Rules and Regulations as the Executive Board may consider necessary, desirable or appropriate from time to time with respect to the interpretation and implementation of this Master Declaration, the operation of the Master Association, the use and enjoyment of Association Property (including Limited Common Areas), and the use of any other property within the Common Interest Community, including Lots and Units. Any such Master Rules and Regulations shall be effective only upon adoption by resolution at an open meeting of the Executive Board. Notice of the adoption, amendment, or repeal of any Master Rule or Regulation shall be given in writing to each Owner, and copies of the currently effective Master Rules and Regulations shall be made available to each Owner and Occupant upon request and payment of the reasonable expense of copying the same. Each Owner and Occupant (and all other Persons who are authorized users of Association Property) shall comply with such Master Rules and Regulations, and each Owner shall see that Occupants claiming through such Owner comply with such Master Rules and Regulations. Such Master Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Master Declaration. In the event of conflict between the Master Rules and Regulations and the provisions of this Master Declaration, the provisions of this Master Declaration shall govern. Such Master Rules and Regulations may establish reasonable and uniformly applied penalties (including the levying and collection of fines) for the violation of such Master Rules and Regulations or of any provision of this Master Declaration, the Articles, or the Bylaws.

**9.10 Power to Contract with Employees, Agents, Contractors, Districts, Consultants and Managers.** The Master Association shall have the power to contract with, and/or to employ and discharge employees, agents, independent contractors and consultants, including lawyers and accountants, and special districts, to perform any of the responsibilities of the Master Association under this Master Declaration, including, without limitation, maintenance responsibilities. The Master Association shall also have the power to retain and pay for the services of a manager or managers, which may be an affiliate of Declarant, to undertake any of the administrative or managerial responsibilities for which the Master Association may have responsibility under this Master Declaration, to the extent deemed advisable by the Master Association, and may delegate any of its duties, powers, or functions to any such manager. Notwithstanding any delegation to a manager of any duties, powers, or functions of the Master Association, the Master Association and its Executive Board shall remain ultimately responsible for the performance and exercise of such duties, powers, and functions.

**9.11 Power to Assign Future Income.** The Master Association shall have the power to assign its right to future income, including the right to receive Regular Assessments, but only following the affirmative vote of the Owners of Lots and Units to which at least fifty-one (51) percent of the votes in the Master Association are allocated, at a duly-called meeting of the Members of the Master Association.

**9.12 Duty to Accept Property and Facilities Transferred by Declarant.** The Master Association shall accept title to any real property, or interests in real property, including any Improvements and personal property thereon, and including water rights and related facilities, transferred to the Master Association by Declarant, or Declarant's successors or assigns. Property interests transferred to the Master Association by Declarant or its successors or assigns may include fee simple title, undivided interests, easements, leasehold interests and licenses to use. Except as may otherwise be approved by the Executive Board, any property or interest in property transferred to the Master Association by Declarant or its successors or assigns shall be within the boundaries of the Common Interest Community; provided, however, that Declarant shall be entitled to transfer and convey the beneficial use of an easement, subject to any obligations thereunder, located outside of the Common Interest Community but which benefits the Master-Association and the Owners.

Any property or interest in property transferred to the Master Association by Declarant shall, except to the extent otherwise specifically approved by resolution of the Executive Board, be transferred to the Master

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Association free and clear of all monetary obligations, liens and encumbrances (other than the lien of property taxes and assessments not then due and payable), but shall be subject to the terms of this Master Declaration, and easements, covenants, conditions, restrictions, and equitable servitudes or other encumbrances of Record or otherwise in existence. Except as otherwise specifically approved by resolution of the Executive Board, no property or interest in property transferred to the Master Association by Declarant shall impose upon the Master Association any obligation to make monetary payments to Declarant or any affiliate of Declarant, including, but not limited to, any purchase price, rent, charge, or fee.

Any Improvements or personal property transferred to the Master Association by Declarant shall be in good working order, ordinary wear and tear excepted and, at the time of transfer, Declarant shall make any repairs reasonably required to bring the transferred property into good working order. Subject only to the foregoing, the Master Association shall accept all properties transferred to it by Declarant in their "Where Is, As Is" condition, without recourse of any kind, and Declarant disclaims and shall not be deemed to make or to have made any representations or warranties, express or implied, by fact or law, with respect to the transferred properties or any aspect or element thereof, including, without limitation, warranties of merchantability, fitness for a particular purpose, or workmanlike construction.

**9.13 Duty to Manage and Care for Association Property.** The Master Association shall manage, operate, care for, maintain, repair and replace all Association Property and keep the same in a functional, clean and attractive condition for the benefit and enjoyment of the Owners. Except as otherwise specifically provided in this Master Declaration or in any Supplemental Declaration, the Master Association shall also manage, operate, care for, maintain and repair the Limited Common Areas.

**9.14 Duty to Pay Taxes.** The Master Association shall pay any taxes and assessments levied upon Association Property (excepting Limited Common Areas) and any other taxes and assessments payable by the Master Association before they become delinquent. The Master Association shall have the right to contest any such taxes or assessments by appropriate legal proceedings provided no sale or foreclosure of any lien for such tax or assessment occurs and provided further that the Master Association shall keep and hold sufficient funds to pay and discharge the taxes and assessments, together with any interest and penalties which may accrue with respect thereto, if the contest of such taxes is unsuccessful.

**9.15 Duty to Keep Master Association Records.** The Master Association shall keep financial records in sufficient detail to enable the Master Association to carry out its responsibilities under this Master Declaration and to comply with the requirements of the Act, including, but not limited to, current records of paid and unpaid Assessments for each Lot and Unit. All financial and other records of the Master Association shall be made reasonably available for examination by the Owners and the authorized agents of the Owners.

**9.16 Duty to Support Design Review Committee.** The Master Association shall take such actions, provide such funds, and do such other things as may be necessary or appropriate from time to time to support and assist the Design Review Committee in the performance of its responsibilities under this Master Declaration, and shall cooperate with said Committee to the fullest extent possible in such matters.

**9.17 Insurance.** Commencing not later than the time of the first conveyance of a Lot or Unit to a Person other than Declarant, the Master Association shall maintain and keep in effect at all times the following types of insurance, and the cost of said coverage shall be paid by the Master Association as a Common Expense:

(a) **Casualty Insurance.** To the extent reasonably available, property insurance on all Association Property, including, but not limited to, Improvements and personalty, owned or leased by the Master Association, and on all property that must become Association Property. Such insurance shall be for broad form covered causes of loss, including casualty, fire, and extended coverage insurance, including, if available at reasonable cost, coverage for vandalism and malicious mischief and, if available and if deemed appropriate, coverage for flood, earthquake, and war risk. Such insurance shall, to the extent reasonably obtainable, be for the full insurable replacement cost of the insured property, less applicable deductibles at the time the insurance

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is purchased and at each renewal date, exclusive of land, excavation, foundations and other items normally excluded from property policies.

(b) Liability Insurance. Comprehensive general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, maintenance or management of the Association Property (including the Limited Common Areas), and covering public liability or claims of liability for injury to persons and/or property, and death of any person or persons, and, if the Master Association owns or operates motor vehicles, public liability or claims of liability for bodily injury (including death) and property damage arising as a result of the ownership and operation of motor vehicles. Such liability insurance for other than motor vehicle liability shall, to the extent reasonably obtainable: (a) have limits of not less than Five Million Dollars (\$5,000,000.00) per person and Five Million Dollars (\$5,000,000.00) per occurrence; (b) insure the Executive Board, the Design Review Committee, the Master Association and its officers, the manager, if any, and their respective employees, agents and all Persons acting as agents; (c) include the Declarant as an additional insured as its interests may appear; (d) include the Owners as additional insureds, but only for claims and liabilities arising in connection with the ownership, existence, use, maintenance or management of Association Property; (e) cover claims of one or more insured parties against other insured parties; (f) be written on an occurrence basis; and (g) shall name as additional insureds such other parties as may be required by specific agreements.

(c) Contractual Liability Insurance. To the extent reasonably available, contractual liability insurance covering such contractual obligations and liabilities, indemnifications, hold harmless agreements, and agreements to defend, as the Master Association may have or be a party to from time to time, with coverage of at least Two Million Dollars (\$2,000,000.00) or such greater amount as the Executive Board shall determine to be appropriate from time to time.

(d) Fidelity Bonds. To the extent reasonably available, fidelity bond coverage against dishonest acts on the part of directors, officers, managers, trustees, agents, employees or volunteers responsible for handling funds belonging to or administered by the Master Association. If funds of the Master Association are handled by a management agent, then fidelity bond coverage may also be obtained for the officers, employees, or agents thereof handling or responsible for Master Association funds. The fidelity bond or insurance must name the Master Association as the named insured and shall be written to provide protection in an amount no less than the lesser of (a) one-half times the Master Association's estimated annual operating expenses and reserves; (b) a sum equal to three (3) months aggregate Regular Assessments, plus reserves, as calculated from the current Budget of the Master Association; or (c) the estimated maximum amount of funds, including reserves, in the custody of the Master Association (and its management agent) at any one time. In connection with such coverage, an appropriate endorsement to the policy to cover any person who serves without compensation shall be added if the policy would not otherwise cover volunteers.

(e) Worker's Compensation. A Worker's Compensation policy, if necessary, to meet the requirements of law.

(f) Directors and Officers Liability Insurance. Directors and officers liability insurance with coverage of at least Two Million Dollars (\$2,000,000.00) or such greater amount as the Executive Board shall approve for all Master Association, Executive Board and Design Review Committee directors, officers, members and managers, for any and all errors and/or omissions and other covered actions that occur during their tenure in office or employment. This insurance coverage shall be mandatory.

(g) Other Insurance. Such other insurance in such amounts as the Executive Board shall determine, from time to time, to be appropriate to protect the Master Association or the Lot and Unit Owners, or as may be required by the Act.

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(h) General Provisions Respecting Insurance. Insurance obtained by the Master Association may contain such deductible provisions as good business practice may dictate. If the insurance described is not reasonably available, or if any policy of such insurance is canceled or not renewed without a replacement policy therefor having been obtained by it, the Master Association shall promptly cause notice of that fact to be delivered or sent prepaid by U.S. Mail to all Owners.

Insurance policies carried pursuant to Sections 9.17(a) and 9.17(b) above shall provide that (i) each Owner is an insured Person under the policy with respect to liability arising out of such Owner's interest in the Association Property or Membership in the Master Association; (ii) the insurer waives its rights of subrogation under the policy against the Master Association, each Owner, and any Person claiming by, through, or under such Owner or any other director, agent, or employee of the foregoing; (iii) no act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Master Association, will void the policy or be a condition to recovery under the policy; and (iv) if at the time of a loss under the policy there is other insurance in the name of an Owner covering the same risk covered by the policy, the Master Association's policy shall be the primary insurance. An insurer that has issued an insurance policy for the insurance described in Sections 9.17(a) and 9.17(b) above shall issue certificates or memoranda of insurance to the Master Association and, upon request, to any Lot or Unit Owner or holder of a security interest. Unless otherwise provided by statute, the insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Master Association, and each Lot or Unit Owner and holder of a security interest to whom a certificate or memorandum of insurance has been issued, at their respective last-known addresses.

Any loss covered by the property insurance policy described in Section 9.17(a) above must be adjusted with the Master Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Master Association, and not to any holder of a security interest. The insurance trustee or the Master Association shall hold any insurance proceeds in trust for the Master Association Lot and Unit Owners and lienholders as their interests may appear. Subject to the provisions of Section 38-33.3-313(9) of the Act, the proceeds must be disbursed first for the repair or restoration of the damaged property, and the Master Association, Lot and Unit Owners, and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or the Common Interest Community is terminated.

The Master Association may adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Master Association settles claims for damages to real property, it shall have the authority to assess negligent Owners causing such loss or benefitting from such repair or restoration for all deductibles paid by the Master Association. In the event more than one Lot or Unit is damaged by a loss, the Master Association, in its reasonable discretion, may assess each Lot and Unit Owner a pro rata share of any deductible paid by the Master Association. Insurance obtained by the Master Association shall, to the extent reasonably possible, and provided Declarant reimburses the Association for any additional premium payable on account thereof, name Declarant as an additional insured and shall contain a waiver of rights of subrogation as against Declarant.

Insurance policies and insurance coverage shall be reviewed at least annually by the Executive Board to ascertain whether coverage under the policies is sufficient in light of the current values of the Association Property and in light of the possible or potential liabilities of the Master Association and other insured parties. The aforementioned insurance may be provided under blanket policies covering the Association Property and property of Declarant.

In no event shall insurance coverage obtained or maintained by the Master Association obviate the need for Owners and Occupants to obtain insurance for their own benefit.

Furthermore, to the extent reasonably available, insurance policies obtained by the Master Association shall contain the following provisions:

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- (i) The coverage afforded by such policies shall not be brought into contribution or proration with any insurance which may be purchased by a Lot or Unit Owner, Occupant or Mortgagee.
- (ii) The conduct of any one or more Lot or Unit Owners or Occupants shall not constitute grounds for avoiding liability on any such policies.
- (iii) Each policy must contain a waiver of any defenses based on co-insurance or on invalidity arising from the acts of the insured.
- (iv) A "severability of interest" endorsement shall be obtained which shall preclude the insurer from denying the claim of a Lot or Unit Owner or Occupant because of the conduct or negligent acts of the Master Association and its agents or other Lot or Units Owners or Occupants.
- (v) Any "no other insurance" clause shall exclude insurance purchased by Lot or Unit Owners, Occupants or Mortgagees.
- (vi) Coverage must not be prejudiced by (i) any act or neglect of Lot or Unit Owners or Occupants when such act or neglect is not within the control of the Master Association, or (ii) any failure of the Master Association to comply with any warranty or condition regarding any portion of the Common Interest Community over which the Master Association has no control.
- (vii) Coverage may not be canceled or substantially modified without at least thirty (30) days (or such lesser period as the Master Association may reasonably deem appropriate) prior written notice to the Master Association.
- (viii) Any policy of property insurance which gives the carrier the right to elect to restore damage in lieu of a cash settlement must provide that such election is not exercisable without the prior written approval of the Master Association, or when in conflict with the insurance trust provisions contained herein, or any requirement of law.
- (ix) A recognition of any insurance trust agreement entered into by the Master Association.
- (x) Each hazard insurance policy shall be written by a hazard insurance carrier which has a financial rating as designated in *Best's Key Rating Guide* of Class VI or better, or if such rating service be discontinued, an equivalent rating by a successor thereto or a similar such rating service. Each insurance carrier must be specifically licensed or authorized by law to transact business within the State of Colorado.
- (i) Nonliability of Master Association or Executive Board. Notwithstanding the duty of the Master Association to obtain insurance coverage, as stated herein, neither the Master Association nor any Executive Board member, nor the Declarant, shall be liable to any Lot or Unit Owner, Occupant, Mortgagee or other Person, if any risks or hazards are not covered by insurance, or if the appropriate insurance is not obtained because such insurance coverage is not reasonably obtainable on the Master Association's behalf, or if the amount of insurance is not adequate, and it shall be the responsibility of each Lot and Unit Owner and Occupant to ascertain the coverage and protection afforded by the Master Association's insurance and to procure and pay for such additional insurance coverage and protection as the Lot or Unit Owner or Occupant may desire.
- (j) Master Premiums. Premiums for insurance policies purchased by the Master Association and other expenses connected with acquiring such insurance shall be paid by the Master Association as a Common

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Expense, except that (i) liability insurance on Limited Common Areas shall be separately bid and the cost thereof shall only be included in the Regular Assessments of the Lots entitled to use such Limited Common Areas, and (ii) the amount of increase over any annual or other premium occasioned by the use, misuse, occupancy or abandonment of a Lot or Unit or its appurtenances, or Association Property, by a Lot or Unit Owner or Occupant, may at the Executive Board's election be assessed against that particular Lot or Unit Owner and his Lot or Unit as a Reimbursement Assessment.

(k) Insurance Claims. The Master Association is hereby irrevocably appointed and authorized, subject to the provisions contained herein, to adjust all claims arising under insurance policies purchased by the Master Association and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing. The Executive Board has full and complete power to act for the Master Association in this regard, and may, in its discretion, appoint an authorized representative, or enter into an insurance trust agreement, wherein the trustee shall have the authority to negotiate losses under any policy purchased by the Master Association.

(l) Benefit. Except as otherwise provided herein, all insurance policies purchased by the Master Association shall be for the benefit of, and any proceeds of insurance received by the Master Association or any insurance trustee shall be held or disposed of in trust for, the Master Association, the Lot and Unit Owners, or the Occupants, as their interests may appear.

(m) Other Insurance to be Carried by Lot or Unit Owners. Insurance coverage on the furnishings and other items of personal property belonging to a Lot or Unit Owner or Occupant, public liability insurance coverage upon each Lot or Unit, and casualty insurance coverage on the Improvements constructed on Lots and Units, shall be the responsibility of the Owner or Occupant of the Lot or Unit. No Lot Owner or Occupant shall maintain any insurance, whether on its Lot or Unit or otherwise, which would limit or reduce the insurance proceeds payable under the casualty insurance maintained by the Master Association in the event of damage to the Improvements or fixtures on Association Property.

9.18 Damage to Common Interest Community. Any portion of the Common Interest Community for which insurance is required under Section 38-33.3-313 of the Act (except any portion on which insurance is carried by a Subassociation) which is damaged or destroyed must be repaired or replaced promptly by the Master Association unless: (i) repair or replacement is the responsibility of a Subassociation under a Supplemental Declaration; (ii) the Common Interest Community is terminated; (iii) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; (iv) sixty-seven percent (67%) of the Lot and Unit Owners, including Owners of every Lot or Unit that will not be rebuilt, vote not to rebuild; or (v) prior to the conveyance of any Lot or Unit to a Person other than Declarant, a Mortgagee on the damaged portion of the Common Interest Community rightfully demands all or a substantial part of the insurance proceeds.

The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. If the entire Common Interest Community is not repaired or replaced, the insurance proceeds attributable to the damaged Association Property must be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community, and, except to the extent that other Persons will be distributees, the insurance proceeds attributable to Lots or Units that are not rebuilt must be distributed to the Owners of those Lots or Units, or to lienholders, as their interests may appear, and the remainder of the proceeds must be distributed to all Lot and Unit Owners or lienholders as their interests may appear in proportion to the Common Expense liabilities of all the Lots and Units.

In the event of damage to or destruction of all or a portion of the Association Property due to fire or other adversity or disaster, the insurance proceeds, if sufficient to reconstruct or repair the damage, shall be applied by the Master Association to such reconstruction and repair. If the insurance proceeds with respect to such Association Property damage or destruction are insufficient to repair and reconstruct the damage or destruction, the Master Association may levy a Special Assessment in the aggregate amount of such deficiency, or if any Owner or group of Owners is liable for such damage, may levy a Reimbursement Assessment against the Owner or group of Owners

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responsible therefor, and shall proceed to make such repairs or reconstruction. Such Assessment shall be due and payable as provided by resolution of the Executive Board, but not sooner than sixty (60) days after written notice thereof. The Assessment provided for herein shall be a debt of each Lot and Unit Owner assessed and a lien on his Lot or Unit, and may be enforced and collected in the same manner as any Assessment Lien provided for in this Master Declaration. If the entire damaged Association Property is not repaired or replaced, the insurance proceeds attributable to the damaged Association Property must be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community. No distributions of insurance proceeds shall be made unless made jointly payable to the Lot and Unit Owners and First Mortgagees of their respective Lots or Units, if any.

9.19 **Limited Liability.** Neither the Master Association nor its past, present or future officers or directors, nor any other employee, agent or committee member of the Master Association shall be liable to any Owner or Occupant or to any other Person for actions taken or omissions made except for wanton and willful acts or omissions. Without limiting the generality of the foregoing, the Master Association, the Executive Board and the Design Review Committee shall not be liable to any Owner or Occupant or other Person for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. Acts taken upon the advice of legal counsel, certified public accountants, registered or licensed engineers, architects or surveyors shall conclusively be deemed to be in good faith and without malice. To the extent insurance carried by the Master Association for such purposes shall not be adequate, the Owners severally agree to indemnify and to defend the Master Association, the Executive Board and the Design Review Committee against claims, damages or other liabilities resulting from such good faith action or failure to act.

## ARTICLE 10

### ASSESSMENTS

10.1 **Assessment Obligation and Lien.** Declarant, for each Lot and Unit, shall be deemed to covenant and agree, and each Lot or Unit Owner, by acceptance of a deed therefor (including a public trustee's or sheriff's deed), whether or not it shall be so expressed in any such deed or other instrument of conveyance, shall be deemed to covenant and agree, to pay to the Master Association: (1) Regular Assessments or charges, (2) Special Assessments, and (3) Reimbursement Assessments, such assessments to be established and collected as hereinafter provided (collectively, the "Assessments"). No Owner shall have any right to set-off against an Assessment any claims that the Owner may have or claim to have against the Master Association. The Assessments, together with interest, late charges, costs, and reasonable attorneys' fees, shall be a continuing lien and security interest upon the Lot or Unit against which each such Assessment is charged. The obligation for such payments by each Lot or Unit Owner to the Master Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in this Declaration) or demand, and without set-off or deduction of any kind or nature. Each Lot and Unit Owner is liable for Assessments made against such Owner's Lot or Unit during his period of ownership of the Lot or Unit. Each Assessment, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the joint, several and personal obligation of each Person who was an Owner of such Lot or Unit at the time when the Assessment became due. Upon the transfer of title to a Lot or Unit, the transferor and the transferee shall be jointly, severally and personally liable for all unpaid Assessments and other charges due to the Master Association prior to the date of transfer, and the transferee shall be personally liable for all such Assessments and charges becoming due thereafter.

10.2 **Statutory Lien.** The Master Association has a statutory lien pursuant to Section 38-33.3-316 of the Act on the Lot or Unit of an Owner for all Assessments levied against such Lot or Unit or fines imposed against such Lot's or Unit's Owner from the time the Assessment or fine becomes due (the "Assessment Lien"). Fees, charges, late charges, attorneys' fees, fines and interest charged by the Master Association pursuant to the Act or this Master Declaration or any Supplemental Declaration are enforceable as Assessments. The amount of the lien shall include all such items from the time such items become due. If an Assessment is payable in installments, the Master Association has an Assessment Lien for each installment from the time it becomes due, including the due date set by the Executive Board's acceleration of installment obligations. An Assessment Lien is extinguished unless proceedings to enforce the lien are instituted within six (6) years after the full amount of Assessments becomes due.

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**10.3 Lien Superior to Homestead and Other Exemptions.** An Assessment Lien shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed subject to this Master Declaration shall constitute a waiver of the homestead and any other exemption as against said Assessment Lien.

**10.4 Priority of Lien.** An Assessment Lien is prior to all other liens and encumbrances on a Lot or Unit, except as follows:

- (a) Liens and encumbrances Recorded before the Recordation of this Master Declaration;
- (b) A security interest on the Lot or Unit which has priority over all other security interests on the Lot or Unit and which was Recorded before the date on which the Assessment sought to be enforced became delinquent. An Assessment Lien is prior to the security interest described in the preceding sentence to the extent of an amount equal to the Regular Assessments (based on a Budget adopted by the Master Association pursuant to Section 10.7 below) which would have become due, in the absence of any acceleration, during the six (6) months immediately preceding institution by the Master Association or any party holding a lien senior to any part of the Master Association lien created under this Article 10 of an action or a nonjudicial foreclosure either to enforce or to extinguish the lien;
- (c) Liens for real estate taxes and other governmental assessments or charges against the Lot or Unit; and
- (d) As may otherwise be set forth in the Act. The priority of mechanics' and materialmen's liens is not affected by the Act.

This Article 10 does not prohibit an action or suit to recover sums for which this Article 10 creates a lien or prohibits the Master Association from taking a deed in lieu of foreclosure. Sale or transfer of any Lot or Unit shall not affect the lien for an Assessment.

**10.5 Perfection of Lien.** The Recording of this Master Declaration and of each Supplemental Declaration constitutes record notice and perfection of the statutory lien. No further Recordation of any claim of lien for Assessments is required; however, a claim may be Recorded at the Master Association's option, in which event costs and attorneys' fees incurred in connection with the preparation and filing of such claim shall be assessed against the Lot or Unit as a Reimbursement Assessment.

**10.6 Regular Assessments.**

(a) A Regular Assessment shall be made annually against each Lot and Unit, based upon an annual Budget prepared by the Executive Board, for purposes of paying (i) the annual costs of operating and administering the Master Association and all other Common Expenses, (ii) reasonable reserves for contingencies, replacements, and other proper purposes, (iii) the costs of services rendered or expenditures incurred by the Master Association to or for less than all Lots or Units, (iv) the costs of improving or maintaining Limited Common Areas, and reasonable reserves for such costs, which costs shall be assessed only to the Lots or Units designated for the use of said Limited Common Areas (unless such costs are for the general benefit of the Common Interest Community), and (v) such other matters as may be reasonably determined by the Executive Board to be the subject of a Regular Assessment.

(b) Regular Assessments shall be allocated in accordance with the Allocated Interests of each Lot and Unit in the Common Interest Community, except that any Common Expense or portion thereof that in the judgment of the Executive Board benefits fewer than all of the Lots or Units shall be assessed exclusively against the Lots or Units benefitted. If Common Expense liabilities are reallocated, Common Expense



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Assessments and any installment thereof not yet due shall be reallocated in accordance with the reallocated Common Expense liabilities.

(c) Regular Assessments shall be levied on a calendar year basis, except that the initial Regular Assessment period shall commence on the first day of the calendar month or quarter in which the first Lot or Unit is conveyed by Declarant to a Person other than Declarant. Regular Assessments shall be paid in installments on a monthly, quarterly or semi-annual basis, as the Executive Board may determine from time to time, and shall be due either on the first day of each calendar month or on the first day of each calendar year quarter (January 1, April 1, July 1 and October 1), or on the first day of a semi-annual period (e.g., January 1 and July 1) as appropriate. Unless and until changed to a monthly or semi-annual system by the Executive Board, Regular Assessments shall be due and payable on the first day of each calendar quarter. Any Lot or Unit Owner acquiring a Lot or Unit between installment due dates shall pay a pro rata share of the immediately preceding installment.

(d) The Executive Board shall fix the amount of the Regular Assessment, using the Budget procedure described below, at least thirty (30) days before the end of each calendar year. Written notice of the Regular Assessment shall be sent to each Owner. Failure of the Executive Board timely to fix and levy the Regular Assessments for any year or to send a notice thereof to any Owner shall not relieve or release any Owner from liability for payment of Regular Assessments or any installments thereof for that or subsequent years as soon as the Executive Board levies the Regular Assessment and provides notice thereof. If a duly adopted Budget is amended during the calendar year, the Executive Board shall provide written notice to the Owners of any changes caused thereby in the remaining Regular Assessments due during that year.

(e) The Executive Board shall also mail to each Owner at least ten (10) days prior to the due date thereof a written notice of the amount of the next quarterly (or monthly or semi-annual, as the case may be) installment of Regular Assessment that is due from such Owner, and the date on which such installment is due pursuant to Section 10.6(c) above. Failure of the Executive Board to send timely notice to any Owner of an installment of Regular Assessment due shall not relieve or release any Owner from liability for payment of that installment as soon as the Executive Board in fact provides such notice.

(f) In accordance with Section 38-33.3-314 of the Act, any surplus funds remaining after payment of or provision for Master Association expenses and any prepayment of or provision for reserves shall be carried forward as a credit against the next year's Budget.

**10.7 Master Association Budget.** Commencing in 2003, and during the last three (3) months of each year thereafter, the Executive Board shall prepare or cause to be prepared an operating budget (the "Budget") for the next calendar year. The Budget shall provide for the allocation of any surplus funds remaining from any previous Budget period. The annual Budget may provide for a Special Assessment in any calendar year, if considered necessary or appropriate by the Executive Board. Alternatively, the Executive Board may at any time adopt a special Budget that provides for a Special Assessment. Within thirty (30) days after adoption of any proposed Budget for the Master Association, the Executive Board shall mail, by ordinary first-class mail, or otherwise deliver, a summary of the Budget to all the Lot and Unit Owners and shall set a date for a meeting of the Lot and Unit Owners to consider ratification of the Budget not less than fourteen (14) nor more than sixty (60) days after the mailing or other delivery of the summary. Such meeting may, but need not be, concurrent with the annual meeting of the Members as provided in the Bylaws. Unless at that meeting sixty-seven percent (67%) of all Lot and Unit Owners reject the Budget, the Budget shall be ratified, whether or not a quorum of Owners is present. In the event that the proposed Budget is rejected, the Budget last ratified by the Lot and Unit Owners shall be continued until such time as the Lot Owners ratify a subsequent Budget proposed by the Executive Board.

If the Executive Board considers it necessary or appropriate, a duly adopted Budget may be amended during the calendar year by the Executive Board, provided the same notice and ratification procedure is followed for the amended Budget as is required for the annual Budget.

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**10.8 Special Assessments.** In addition to the Regular Assessments and Reimbursement Assessments authorized in this Article 10, the Executive Board may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, maintenance or replacement of capital improvements (including related fixtures and personal property and including, without limitation, irrigation systems), to or upon or serving the Common Interest Community, or for excess reconstruction costs or other extraordinary expenses, or to acquire Association Property, or for funding any operating deficit of the Master Association. Special Assessments shall be allocated in the same manner as Regular Assessments, that is, in accordance with the Allocated Interests of each Lot and Unit in the Common Interest Community, and shall be due and payable to the Master Association on the due date fixed by the Executive Board in the notice given to the Owners of such Special Assessment, which due date shall be no earlier than thirty (30) days after the giving of such notice. Any Special Assessment for an Improvement or other expenditure which in the judgment of the Executive Board will benefit fewer than all of the Lots or Units shall only be levied against the Lots or Units benefitted; provided, that expenditures in connection with Association Property (excepting Limited Common Areas) shall be deemed for the general benefit of all Lots and Units, wherever located. If fewer than all of the Lots and Units will be subject to the Special Assessment, then such Special Assessment shall be allocated equally amongst those Lots and Units.

**10.9 Reimbursement Assessments.** In addition to the Regular and Special Assessments authorized hereunder, the Executive Board may levy against any Owner or Owners, at any time and from time to time, a Reimbursement Assessment for purposes of reimbursing the Master Association for all costs and expenses incurred by it in enforcing any provision of or in remedying any violation of this Master Declaration, or of any Supplemental Declaration, the Articles, Bylaws, Master Rules and Regulations or Design Guidelines, or any approvals granted by the Design Review Committee, by such Owner or Owners, their Occupant(s), or their agents, employees or contractors. Reimbursement Assessments may also be made by the Executive Board for any other purposes for which this Master Declaration provides for the levying of a Reimbursement Assessment. Finally, and in addition to the foregoing, a Reimbursement Assessment may also be levied in the form of a reasonable fine against an Owner for a violation of this Master Declaration, a Supplemental Declaration, the Articles, Bylaws, the Design Guidelines, or the Master Rules and Regulations, but only after the Owner(s) to be so fined have been provided with Notice and Hearing. Reimbursement Assessments shall be due and payable to the Master Association on the due date fixed by the Executive Board in the Notice given to the Owner(s) of such Reimbursement Assessment, which date shall be no earlier than thirty (30) days after the giving of such notice.

**10.10 Effect of Nonpayment of Assessments; Remedies of the Master Association.** Any Assessment or portion or installment thereof which is not paid when due (or for which a bad check is issued) shall be deemed delinquent and shall bear interest from and after the due date at the rate of interest set by the Executive Board from time to time, which shall not be less than twelve percent (12%) nor more than twenty-one percent (21%) per year, and the Executive Board may also assess a late charge (and/or a bad check charge) thereon. The Executive Board may also elect to accelerate the installment obligations of any Regular Assessment for which an installment is delinquent. The Executive Board may also suspend the delinquent Owner's use of Association Property and Master Association services or benefits, as provided in Section 5.2. The delinquent Owner shall also be liable for all costs, including attorneys' fees, which may be incurred by the Master Association in collecting a delinquent Assessment, which collection costs shall be added to the delinquent Assessment. The Executive Board may, but shall not be required to, Record a Notice of Delinquent Assessment or charge against any Lot or Unit as to which an Assessment or charge is delinquent. The Notice shall be executed by an officer of the Executive Board, and shall set forth the amount of the unpaid Assessment or charge, the name of the delinquent Owner and a description of the Lot or Unit.

The Assessment Lien may be foreclosed by the Master Association in the same manner as a mortgage on real property. The Master Association shall be entitled to purchase the Lot or Unit at foreclosure. The Master Association may also bring an action at law against the Owner personally obligated to pay the delinquent Assessment and/or foreclose the lien against said Owner's Lot or Unit in the discretion of the Master Association. No Owner may exempt himself or otherwise avoid liability for the Assessments provided for herein by waiver of the use or enjoyment of any of the Association Property or by abandonment of the Lot or Unit against which the Assessments are made. Where Assessments that are due from any Owner are more than ninety (90) days delinquent, the Executive Board may

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temporarily suspend any or all Master Association services or benefits to the delinquent Owner and his Lot or Unit, including the right to use Association Property, until all delinquent Assessments are fully paid.

In any action by the Master Association to collect Assessments or to foreclose a lien for unpaid Assessments, the court may appoint a receiver to collect all sums alleged to be due from the Lot or Unit Owner prior to or during the pending of the action. The court may order the receiver to pay any sums held by the receiver to the Master Association during the pending of the action to the extent of the Master Association's Regular Assessments.

**10.11 Statement of Unpaid Assessments.** The Master Association shall furnish to an Owner or such Owner's designee or to a holder of a security interest or its designee upon written request, delivered personally or by facsimile transmittal or by certified mail, first class postage prepaid, return receipt requested, to the Master Association, a written statement setting forth the amount of unpaid Assessments currently levied against such Owner's Lot or Unit, whether delinquent or not. The statement shall be furnished within fourteen (14) days after receipt of the request and is binding on the Master Association, the Executive Board, and every Owner. If no statement is furnished either delivered personally or by facsimile transmission or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the Master Association shall have no right to assert a lien upon the Lot or Unit for unpaid Assessments which were due as of the date of the request.

**10.12 Assessments for Tort Liability.** In the event of any tort liability against the Master Association which is not covered completely by insurance, each Owner shall contribute for the payment of such liability as a Special Assessment. The Master Association may, however, require a larger contribution from fewer than all Owners under any legal or equitable principles regarding liability for negligent or willful acts or omissions.

## ARTICLE 11

### EMINENT DOMAIN

**11.1 Definition of Taking.** The term "taking", as used in this Article 11, shall mean condemnation by eminent domain or sale under threat of condemnation.

**11.2 Representation in Condemnation Proceedings of Association Property.** In the event of a threatened taking of all or any portion of the Association Property, the Lot and Unit Owners hereby appoint the Master Association through such persons as the Executive Board may designate to represent the Master Association and all of the Lot and Unit Owners in connection therewith. The Master Association shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Service of process on the Master Association shall constitute sufficient notice to all Lot and Unit Owners, and service of process on each individual Lot and Unit Owner shall not be necessary.

**11.3 Award for Association Property.** Any awards received by the Master Association on account of the taking of Association Property shall be paid to the Master Association. The Master Association may, in its sole discretion, retain any award in the general funds of the Master Association or distribute all or any portion thereof to the Lot and Unit Owners as their interests may appear. The rights of a Lot or Unit Owner and the Mortgagee of a Lot or Unit as to any such distribution shall be governed by the provisions of the Mortgage encumbering the Lot or Unit.

**11.4 Taking of Lots.** If a Lot or Unit is acquired by eminent domain or part of a Lot or Unit is acquired by eminent domain leaving the Lot or Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Master Declaration, the award must include compensation to the Lot or Unit Owner for that Lot or Unit and its Allocated Interests whether or not any Association Property was acquired. Upon acquisition, unless the decree otherwise provides, that Lot's or Unit's Allocated Interests are automatically reallocated to the remaining Lots and Units (as appropriate) in proportion to the respective Allocated Interests of those Lots and Units before the taking. Any remnant of a Lot or Unit remaining after part of a Lot or Unit is taken is thereafter Association Property. Otherwise, if part of a Lot or Unit is acquired by eminent domain, the award must compensate the Lot or Unit Owner for the

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reduction in value of the Lot or Unit and its interest in the Association Property whether or not any Association Property was acquired. Upon acquisition, unless the decree otherwise provides:

- (a) That Lot's or Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Lot or Unit; and
- (b) The portion of Allocated Interests divested from the partially acquired Lot or Unit is automatically reallocated to that Lot or Unit and to the remaining Lots and Units (as appropriate) in proportion to the respective interests of those Lots and Units before the taking, with the partially acquired Lot or Unit participating in the reallocation on the basis of its reduced Allocated Interests.

11.5 Miscellaneous. The court decree shall be Recorded in Garfield County. The reallocations of Allocated Interests pursuant to this Article shall be confirmed by an amendment to the Master Declaration prepared, executed, and Recorded by the Master Association.

## ARTICLE 12

### GENERAL PROVISIONS

12.1 Duration of Master Declaration. The term of this Master Declaration shall be perpetual.

12.2 Termination of Common Interest Community. The Common Interest Community may be terminated only by the agreement of (i) Lot and Unit Owners to which at least eighty percent (80%) of the votes in the Master Association are allocated, and (ii) the holders of all First Mortgages on Lots and Units. In the event of such termination, the provisions of Section 38-33.3-218 of the Act shall apply.

12.3 Amendment of Master Declaration and Plat. This Master Declaration and the Plat may be amended pursuant to Section 38-33.3-217 of the Act. Under the Act, the Master Declaration (including the Plat) may be amended by Declarant in certain defined circumstances, including, without limitation: (a) when the Declarant is exercising reserved rights under Article 6 hereof, (b) for purposes of correcting clerical, typographical or technical errors, or (c) to comply with the requirements, standards, or guidelines of recognized secondary mortgage markets, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or the Federal National Mortgage Association. The Act also provides that the Master Declaration may be amended by the Master Association in certain defined circumstances. Otherwise, and subject always to any provisions of this Master Declaration requiring the consent of Declarant, this Master Declaration and any Supplemental Declarations (including the Plat and any Supplement Plats) may be amended only by the vote or agreement of Lot and Unit Owners to which more than fifty percent (50%) of the votes in the Master Association are allocated. Any amendments to Plats that were originally approved by the Town shall also require Town approval. No amendment shall be effective to change, limit, impair, reduce or eliminate any right of Declarant as reserved or otherwise provided in this Master Declaration or in any Supplemental Declaration unless such amendment is approved in writing by Declarant.

Furthermore, Section 38-33.3-217(4) of the Act provides that except to the extent expressly permitted or required by other provisions of the Act (e.g., permitted Declarant or Master Association amendments), no amendment may (i) create or increase special Declarant rights, (ii) increase the number of Lots and Units, or (iii) change the boundaries of any Lot or Unit or the Allocated Interests of a Lot or Unit in the absence of a vote or agreement of Lot and Unit Owners to which at least sixty-seven percent (67%) of the votes in the Master Association are allocated, including sixty-seven percent (67%) of the votes allocated to Lots and Units not owned by Declarant.

Further, Section 38-33.3-217(4.5) of the Act provides that except to the extent expressly permitted or required by other provisions of the Act, no amendment may change the uses to which any Lot or Unit is restricted in the

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absence of a vote or agreement of Lot and Unit Owners to which at least sixty-seven percent (67%) of the votes in the Master Association are allocated.

No consent of any mortgage or trust deed holder shall be required to accomplish any such amendments.

However, the following Sections of this Master Declaration may not be amended without first having obtained the written consent of the Town Council of the Town of New Castle, which consent shall not be unreasonably withheld:

3.11, 3.14 (limited to bear proof containers), 3.23 (limited to game friendly fencing), 3.24, 3.42, 3.43, 4.22, 7.6 and 7.12

Said Town Council shall be considered a third party beneficiary with respect to the Sections for which its consent is required.

With the exception of amendments accomplished by Supplemental Declaration (when lands are annexed to the Common Interest Community), an amendment to this Master Declaration shall be in the form of a "First (or Second, etc.) Amendment to Master Declaration and Plat of Lakota Canyon Ranch." With the exception of Declarant amendments, amendments to this Master Declaration shall be duly executed by the President and Secretary of the Master Association and Recorded in the office of the Clerk and Recorder of Garfield County. All amendments to this Master Declaration shall be indexed in the Grantee's index in the names of the Common Interest Community and the Master Association, and in the Grantor's index in the name of each Person executing the amendment.

**12.4 Compliance, Enforcement.** Every Owner and Occupant of a Lot or Unit in the Common Interest Community and every other Person who may be an authorized user of Association Property shall fully and faithfully observe, abide by, comply with and perform all of the covenants, conditions and restrictions set forth in this Master Declaration, any Supplemental Declaration, the Articles, Bylaws, Master Rules and Regulations, the Lakota Canyon Ranch Master Plan, the Design Guidelines and all approvals granted by the Design Review Committee, as the same or any of them may be amended from time to time. In addition to any other rights or remedies that may be provided to any Person under the terms and provisions of this Master Declaration or of any Supplemental Declaration, Declarant (for so long as it holds any of the rights set forth in Article 6 hereof), the Master Association through its Executive Board, the Design Review Committee as to matters involving (i) Improvements within the Common Interest Community, (ii) the Design Guidelines, or (iii) any other matters arising under Article 4 hereof, or with respect to which the Design Review Committee is otherwise expressly given enforcement authority under this Master Declaration or any Supplemental Declaration, and every Lot and Unit Owner (except an Owner that is delinquent in the payment of Assessments hereunder) shall have the right, acting alone or together with others having such right, to enforce, by any proceeding at law or in equity, any or all of the covenants, conditions, restrictions, assessments, charges, liens, servitudes, easements and other provisions now or hereafter imposed by this Master Declaration, any Supplemental Declaration, the Articles, Bylaws, Master Rules and Regulations, the Lakota Canyon Ranch Master Plan, the Design Guidelines, and approvals granted by the Design Review Committee.

Such enforcement rights shall include, without limitation, the right to bring an injunctive action for any form of injunctive relief available under Colorado law (including specific performance), or an action for damages, or both. Injunctive relief may include, without limitation, orders to stop work, orders to remove Improvements constructed in violation hereof, orders to compel performance, and any other orders appropriate under the circumstances.

The Executive Board shall have the further right (a) to levy and collect, after Notice and Hearing, reasonable fines for the violation of any of the foregoing matters, (b) to levy and collect a Reimbursement Assessment against any Owner, (c) to enter upon any Lot or Unit within the Common Interest Community, after giving the Lot or Unit Owner or Occupant at least five (5) days written notice of the nature of the violation (unless an emergency exists, in which case without notice), without liability to the Owner or Occupant thereof, to enforce or cause compliance with such matters, at the cost and expense of the Owner or Occupant in violation, and/or (d) where the violation has continued for

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more than ninety (90) days after the Executive Board has given the Lot or Unit Owner or Occupant written notice of the violation, the Executive Board may temporarily cut off any or all Master Association services or benefits to the subject Owner or Occupant and his Lot or Unit, including the right to use Association Property (except access roads), until the violation is cured.

In any action brought under this Section 12.4, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection therewith. Failure by any party entitled to do so to exercise in a particular instance any of the rights available to it under this Section 12.4 shall in no event be deemed a waiver of the right to do so in any other instance.

Provided always, that no Owner shall have the right to bring an enforcement action against another Owner or Occupant for a breach by that Owner or Occupant of any of such matters, or against Declarant, the Master Association or the Design Review Committee for a breach by the Declarant, the Master Association or the Design Review Committee of any of such matters or for a failure by Declarant, the Master Association or the Design Review Committee to enforce compliance with such matters by others, until the aggrieved Owner has given the offending Owner or Occupant, Declarant, the Master Association and/or the Design Review Committee at least thirty (30) days prior written notice of the aggrieved Owner's complaint and the opportunity to resolve the problem during that thirty (30) day period.

And further provided, that notwithstanding any law to the contrary, no action shall be commenced or maintained to enforce the terms of any building restriction contained in the provisions of this Master Declaration or any Supplemental Declaration, the Bylaws, the Articles of Incorporation, the Lakota Canyon Ranch Master Plan, the Design Guidelines, or the Master Rules and Regulations, or to compel the removal of any building or improvement because of the violation of the terms of any such building restriction, unless the action is commenced within one (1) year from the date from which the person commencing the action knew or in the exercise of reasonable diligence should have known of the violation for which the action is sought to be brought or maintained.

**12.5 Rights of First Mortgagees.** Upon the filing of a written request therefor with the Master Association, the holder of a First Mortgage on any Lot or Unit in the Common Interest Community shall be entitled to:

- (a) Written notice from the Master Association that the Owner of the subject Lot or Unit is delinquent in the payment of Assessments thereon;
- (b) Inspect the books and records of the Master Association during normal business hours;
- (c) Receive copies of annual Master Association financial statements;
- (d) Receive written notice of meetings of the Master Association where matters will be considered that, if approved, will require the consent of First Mortgagees or some of them;
- (e) Receive written notice of condemnation proceedings affecting any Association Property; and
- (f) Receive written notice of the lapse of any insurance that the Master Association is required to maintain under this Master Declaration.

In addition, any First Mortgagee shall be entitled to pay any taxes or other charges which are in default and which may or have become a lien against Association Property and may pay any overdue premiums on hazard or general liability insurance policies covering Association Property, and shall be entitled to immediate reimbursement therefor from the Master Association, unless the Master Association is contesting any unpaid taxes or other charges and has set aside sufficient funds to pay the contested amounts if necessary.

**12.6 Golf Parcel and Facilities.** In no event and for no purpose shall the Golf Parcel, or any golf course improvements or other improvements or facilities constructed thereon or related thereto, be deemed to be a part of the

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Common Interest Community, to constitute Association Property, or to be burdened by this Master Declaration or any Supplemental Declaration. This Master Declaration does not grant or create any rights or privileges to or for the benefit of the Owners or Occupants of Lots or Units in the Common Interest Community to use or enjoy the Golf Parcel or any part thereof or improvements or facilities thereon for any purpose. Without limiting the generality of the foregoing, no Lot or Unit shall have any right (i) to have golf course or other improvements or facilities constructed on the Golf Parcel or to have them constructed in any particular location on the Golf Parcel, (ii) to have or preserve a visual or sight easement over and across any portion of the Golf Parcel, and/or (iii) to have access to, across or from the Golf Parcel in any particular location or alignment.

**12.7 Golf Parcel Hazards, Risks and Liabilities: Disclosure, Assumption of Risk, Release and Indemnification.** The Golf Parcel may be used as a public or private golf course and related improvements, facilities and uses. By acceptance of a deed to a Lot or Unit, each Lot or Unit Owner acknowledges and agrees that any such golf course uses will enhance the value of the Lot or Unit by providing pleasant surroundings and open space for the Common Interest Community. Each Lot and Unit Owner further acknowledges (i) that the use and operation of the Golf Parcel as a golf course and related improvements and facilities will involve certain risks to the Common Interest Community, including, but not limited to, damage to property and improvements and personal injury and death caused by errant golf balls that may be hit into the Common Interest Community, and (ii) that while the Common Interest Community has been designed to minimize these risks to the extent reasonably possible, it would be impossible to render the Common Interest Community free of all golf course-related risks. Certain of the more common hazards associated with the operation of a golf course are more particularly described in subsections (a) through (g) below (collectively the "Golf Course Hazards"):

(a) Errant Golf Balls. Owners of Lots or Units, particularly Lots or Units abutting the Golf Parcel, acknowledge the inherent risks of errant golf balls (including, without limitation, property damage, personal injury and death), and assume and accept such risks, including any associated trespasses. Owners acknowledge that golfers have the right to enter upon Lots and Units in the Common Interest Community to retrieve golf balls that are visible from the fairway, and each Owner agrees to release and waive any claims said Owner may have against the Declarant or the Golf Owner as a result of such entry and retrieval and any trespass associated therewith. Provided, that no such entry shall be allowed into, and no golf balls may be retrieved from, any internal portion of a Lot or Unit that is enclosed by a privacy fence or other landscaping barrier that has been approved in writing by the Design Review Committee. A discreet sign indicating "No Ball Retrieval Beyond This Point" may be located by the Lot Owner on such privacy fence or barrier, so long as the written approval thereof has first been obtained from the Design Review Committee.

(b) View Impairment/Impairment of Privacy. Owners of Lots or Units, including Owners of Lots or Units abutting the Golf Parcel, have no guarantee that their views over and across the Golf Parcel or any part thereof will be forever preserved without impairment, that the views from the Golf Parcel will not be impaired, or that their privacy will not be impaired. The Golf Owner has no obligation to the Lot and Unit Owners to prune or not prune trees or other landscaping and such Golf Owner may change, add to or reconfigure the golf course and related facilities and improvements on the Golf Parcel, including, without limitation, structural improvements, fences, trees, landscaping, rough areas, ponds, practice facilities, tees, bunkers, fairways, greens, clubhouses, and other recreational, social, maintenance and administrative improvements and facilities, in any manner or location and at any time deemed appropriate by said Golf Owner, without liability or obligation to the Lot or Unit Owners.

(c) Pesticides and Fertilizers. Pesticides, fertilizers and other chemicals may be utilized in connection with the operation and maintenance of the Golf Parcel and related landscaping and the Owners of Lots and Units acknowledge, accept and assume the risks associated with the use of pesticides, fertilizers and other chemicals.

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(d) Overspray. Owners of Lots or Units, particularly Lots or Units abutting the Golf Parcel, may experience "overspray" from the Golf Parcel irrigation system, and such Owners acknowledge, accept and assume the risks associated with such "over spray".

(e) Noise and Light: Tournaments. Owners of Lots or Units, particularly Lots or Units in proximity to the golf course clubhouse, may be exposed to lights, noises or activities resulting from the use of the golf course for tournaments, from the use of the clubhouse for dining and entertainment, and from use of the parking lot, and such Lot and Unit Owners acknowledge, accept and assume the risks associated with such uses.

(f) No Access. The Owner of each Lot or Unit abutting any portion of the Golf Parcel, by accepting a deed to his Lot or Unit, acknowledges that the Golf Owner may not permit access to any portion of the Golf Parcel directly from any Lot or Unit. Such access will only be permitted through the clubhouse and at such other entry points as the Golf Owner may from time to time specifically designate. Accordingly, each Owner of a Lot or Unit abutting any portion of the Golf Parcel agrees not to access the Golf Parcel directly from his Lot or Unit (unless otherwise expressly permitted by the Golf Owner), and agrees not to permit any of his Occupants, family, guests, invitees, licensees or any other person to do so.

(g) Maintenance. The Golf Parcel and related improvements and facilities will require daily maintenance, including mowing, irrigation and grooming, during early morning, evening and night hours, including, without limitation, the use of tractors, mowers, blowers, pumps, compressors and utility vehicles. Owners of Lots or Units, particularly Lots or Units in proximity to the Golf Parcel, will be exposed to the noise and other effects of such maintenance, and such Owners acknowledge, accept and assume the risks associated with such maintenance activities.

**IN CONSIDERATION FOR THE ABOVE-ACKNOWLEDGED ENHANCEMENT IN VALUE, AND WITH FULL AWARENESS OF THESE AND OTHER RISKS, BY ACCEPTING THE DEED TO A LOT OR UNIT, EACH LOT AND UNIT OWNER FOR HIMSELF AND HIS OCCUPANTS, INVITEES, LICENSEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "OWNER'S RELATED PARTIES") HEREBY (I) ACKNOWLEDGES, ACCEPTS AND ASSUMES THE RISKS ASSOCIATED WITH SAID GOLF COURSE HAZARDS AND OF ANY DAMAGE TO PROPERTY OR TO THE VALUE OF PROPERTY, DAMAGE TO IMPROVEMENTS, PERSONAL INJURY OR DEATH, OR THE CREATION OR MAINTENANCE OF A TRESPASS OR NUISANCE, CAUSED BY OR ARISING IN CONNECTION WITH ANY OF SAID GOLF COURSE HAZARDS OR OTHER RISKS, HAZARDS AND DANGERS ASSOCIATED WITH THE OPERATION OF A PUBLIC OR PRIVATE GOLF COURSE OR ARISING FROM THE DESIGN OF SUCH GOLF COURSE (COLLECTIVELY, THE "ASSUMED RISKS"), AND (II) RELEASES, WAIVES, DISCHARGES, COVENANTS NOT TO SUE, INDEMNIFIES AND AGREES TO DEFEND AND HOLD HARMLESS THE DECLARANT, THE MASTER ASSOCIATION, AND THE GOLF OWNER, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, AFFILIATES, EMPLOYEES, CONTRACTORS, CONSULTANTS, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES"), AND EACH OF THEM, FROM ANY AND ALL LIABILITY TO THE LOT OR UNIT OWNER OR OWNER'S RELATED PARTIES FOR ANY DAMAGES, LOSSES, COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES), CLAIMS, DEMANDS, SUITS, JUDGMENTS, ORDINARY NEGLIGENCE, OR OTHER OBLIGATIONS ARISING OUT OF OR CONNECTED IN ANY WAY WITH ANY OF THE ASSUMED RISKS. THIS RELEASE IS INTENDED TO BE A COMPREHENSIVE RELEASE OF LIABILITY, BUT IS NOT INTENDED TO ASSERT DEFENSES WHICH ARE PROHIBITED BY LAW. NOTWITHSTANDING THE FOREGOING, HOWEVER, THIS SECTION 12.7 SHALL NOT LIMIT THE LIABILITY OF INDIVIDUAL GOLFERS USING THE GOLF PROPERTIES.**

In addition to the foregoing, the Golf Course Easement Agreement also establishes certain easements and restrictions upon portions of the Common Interest Community for the benefit of the Golf Owner and the Golf Parcel,



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and each Owner of a Lot or Unit, by accepting a deed thereto, hereby acknowledges having read the Golf Course Easement Agreement and, being familiar with the terms thereof, hereby accepts and agrees to the same.

The acknowledgments, assumptions of risk, agreements and other matters contained in this Section 12.7 shall be deemed to run with the title to each Lot and Unit within the Common Interest Community.

**12.8 Notice.** Each Lot and Unit Owner, and each First Mortgagee if it so elects, shall register its mailing address from time to time with the Master Association. Except as otherwise specifically provided in this Master Declaration, any notice permitted or required to be given hereunder shall be in writing and may be delivered either personally, or by facsimile transmission, or by mail. Notices delivered personally or sent by facsimile transmission shall be deemed given on the date so delivered or sent. If delivery is made by mail, it shall be deemed to have been delivered two (2) business days after a copy of the same has been posted in the first-class U.S. Mail with adequate postage affixed, addressed to the receiving party at the address last registered by such party with the Master Association, or in the case of a Lot or Unit Owner that has not provided such an address, to the Lot or Unit of that Owner. Notices to the Master Association shall be sent to such address as it may from time to time designate in writing to each Owner.

**12.9 No Dedication to Public Use.** Except as otherwise expressly provided herein to the contrary, nothing contained in this Master Declaration or in any Supplemental Declaration shall be deemed to be or to constitute a dedication of all or any part of the Common Interest Community to the public or to any public use.

**12.10 Interpretation of Master Declaration and Supplemental Declarations: Conflicts with Act.** The provisions of this Master Declaration and of all Supplemental Declarations shall be liberally construed to effectuate their purpose of creating a common and general plan for the development, improvement, enhancement, protection and enjoyment of the Common Interest Community and, to the extent possible, shall be construed so as to be consistent with the Act. In the event that any of the terms and conditions of this Master Declaration or of any Supplemental Declaration are determined to be inconsistent with the Act, the Act shall control. Notwithstanding anything to the contrary in this Master Declaration or in any Supplemental Declaration, no rights or powers reserved to Declarant hereunder or in any Supplemental Declaration shall exceed the time limitations upon or the permissible extent of such rights or powers under the Act, and in the event any of such reserved rights or powers are determined to be inconsistent with the Act, the related provisions shall not be invalidated but shall be modified to the extent required to comply with the Act.

**12.11 Conflict With Plats.** In the event of any conflict or inconsistency between the provisions of this Master Declaration or any Supplemental Declaration and the Plat, or any Supplemental Plat, including the Plat notes thereon, the provisions of said Plat or Supplemental Plat or Plat notes, as the case may be, shall govern and control and this Master Declaration or any Supplemental Declaration shall automatically be amended, but only to the extent necessary to conform the conflicting provisions hereof with the provisions of said Plat, Supplemental Plat or Plat notes.

**12.12 No Express or Implied Covenants on Lands Not Annexed.** Nothing in this Master Declaration or in any Supplemental Declaration shall create, or be deemed to create, any express or implied covenants upon or with respect to any real property or interest therein not actually annexed to the Common Interest Community in the manner provided herein, including, without limitation, the Expansion Property.

**12.13 Violations Constitute a Nuisance.** Any violation of any provision, covenant, condition, restriction or equitable servitude contained in this Master Declaration, or in any Supplemental Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any Person entitled to enforce the provisions of this Master Declaration. This provision does not limit the remedies that may be available under this Master Declaration or at law or in equity. Failure of the Master Association to bring enforcement action to correct any violation of this Master Declaration or any Supplemental Declaration shall not constitute a waiver of or estop the Master Association from bringing a future or subsequent enforcement action to correct such violation or any other similar violation.

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**12.14 Declarant's Disclaimer of Representations and Warranties.** No representations or warranties of any kind, express or implied, have been given or made or shall be deemed to have been given or made by Declarant or its agents or employees in connection with the Common Interest Community, the Golf Parcel, or any portion thereof or any Improvements thereon, its or their physical condition, zoning, compliance with applicable laws, fitness for intended use or operation, adequacy or availability of utilities, or in connection with the subdivision, sale, improvement, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing herein, in any registration statement or purchase and sale agreement executed by Declarant, or in any closing document related thereto. Furthermore, no such representations or warranties have been given or made or shall be deemed to have been given or made by Declarant or its agents or employees that the plans presently envisioned for the complete development of the Common Interest Community and/or the Association Property or the Golf Parcel, can or will be carried out, or that any land now owned or hereafter acquired by Declarant is or will be subjected to this Master Declaration or that any such land (whether or not it is subjected to this Master Declaration) is or will be committed to or developed for a particular (or any) use, or that if such land is once used for a particular use, such use will continue in effect, unless and except as shall be specifically set forth in writing herein, in any registration statement or purchase and sale agreement executed by Declarant, or in any closing document related thereto.

**12.15 Tap and Impact Fees.** Declarant hereby discloses and provides notice to all prospective Owners, that the Town will charge water and sewer tap fees and impact fees for its recreation programs and offsite traffic mitigation at the time of an application for a building permit for a single-family residence on a Lot or a Townhome Unit.

**12.16 Wildlife Disclosure.** Due to its natural features and proximity to undeveloped lands owned by the United States of America, a variety of wildlife lives on, utilizes and frequents Lakota Canyon Ranch. Owners should expect encounters with deer, elk, bear and many other species of wild animals, birds, reptiles and insects. A number of restrictions set forth in this Declaration are designed to minimize the negative impacts resulting from the development and occupancy of Lakota Canyon Ranch on wildlife habitat and the activities of wildlife so that, to the extent that it is reasonable practicable, the residents of Lakota Canyon Ranch may co-exist in harmony with nature.

**12.17 Captions.** Captions given to various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof and shall not be considered in interpreting any of the provisions hereof.

**12.18 Singular Includes Plural.** Unless the context requires a contrary construction, as employed in this Master Declaration the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

**12.19 Remedies Cumulative.** Each remedy provided under this Master Declaration and any Supplemental Declaration is cumulative and not exclusive.

**12.20 Costs and Attorneys' Fees.** In any action or proceeding involving the interpretation or enforcement of any provision of this Master Declaration or of any Supplemental Declaration, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection therewith.

**12.21 Governing Law; Jurisdiction.** The laws of the Town of New Castle and of the State of Colorado shall govern the interpretation, validity, performance, and enforcement of this Master Declaration and any Supplemental Declaration. Any legal action brought in connection with this Master Declaration or any Supplemental Declaration shall be commenced in the District Court for Garfield County, Colorado, and by acceptance of a deed to a Lot or Unit, each Lot and Unit Owner voluntarily submits to the jurisdiction of such court.

**12.22 Severability.** Any determination by any court of competent jurisdiction that any provision of this Master Declaration or of any Supplemental Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof. Where any provision of this Master Declaration or of any Supplemental Declaration is alleged to be or declared by a court of competent jurisdiction to be unconscionable,



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EXHIBIT A

ALLOCATED INTERESTS  
LAKOTA CANYON RANCH FILINGS 1 AND 2  
AND WHITEHORSE VILLAGE, PHASE 1

<u>Lots or Units</u>	<u>Common Expense Liability</u>	<u>Vote</u>
Block A-5, Lots 1-6, inclusive	Each Lot: 1/194	Each Lot: 1 Vote
Block A-6, Lots 1-6, inclusive	Each Lot: 1/194	Each Lot: 1 Vote
Block B-6, Lots 1-6, inclusive	Each Lot: 1/194	Each Lot: 1 Vote
Block B-7, Lots 1-6, inclusive	Each Lot: 1/194	Each Lot: 1 Vote
Block B-8, Lots 1-6, inclusive	Each Lot: 1/194	Each Lot: 1 Vote
Block C, Lots 1- 24, inclusive	Each Lot: 1/194	Each Lot: 1 Vote
Block D, Lots 1- 12, inclusive	Each Lot: 1/194	Each Lot: 1 Vote
Block E, Duplex Lots 1-13, containing Units 1-26, inclusive	Each Unit: 1/194	Each Unit: 1 Vote
Block F, Lots 1- 21, inclusive	Each Lot: 1/194	Each Lot: 1 Vote
Block G, Lots 1-21, inclusive	Each Lot: 1/194	Each Lot: 1 Vote
Block H, Lots 1-33, inclusive	Each Lot: 1/194	Each Lot: 1 Vote
Block I, Lots 1-27, inclusive	Each Lot: 1/194	Each Lot: 1 Vote
Total Lots and Units: 194	Total Common Expense	Total Votes: 194
	Liabilities: 194/194	

Notes to Allocated Interests

1. The allocation of interests as shown hereon supersede and replace, in their entirety, the allocation of interests as shown on Exhibit A to the Original Master Declaration and in the First Supplement to the Original Master Declaration recorded as Reception No. 632371 in the office of the Clerk and Recorder of Garfield County, Colorado, on July 23, 2003. The Allocated Interests as set forth above shall be utilized for all intents and purposes of the Master Declaration until revised in accordance with the provisions thereof.
2. There shall be no Allocated Interests for Future Development Areas 1, 2 and 3, as shown on the Final Block Plat, Whitehorse Village at Lakota Canyon Ranch, Phase 1, unless and until a Final Block Plat for such Future Development Areas is approved and recorded and a Supplement to the Master Declaration is executed and recorded.



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EXHIBIT B

RECORDED EASEMENTS

1. All easements dedicated, shown or referred to on the First Amended and Restated Final Subdivision Plat of Lakota Canyon Ranch, Filing 1 Recorded July 18, 2003 as Reception No. 632116, of the Garfield County Records.



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EXHIBIT C

**Wildfire Hazard Mitigation and Response Plan  
Lakota Canyon Ranch**

*NEW CASTLE, COLORADO  
October 15, 2002*

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## INTRODUCTION:

This proposal is based on the recommendations of the Colorado State Forest Service wildfire mitigation guidelines and other nationally recognized standards. It utilizes a uniform system that is compilation of years of research and experience, which has proven to be effective in the mitigation of wildfire hazards.

This plan is designed to provide basic standards for wildfire mitigation both for the subdivision design and construction as well as defining standards for the individual lots. The intention is to gain a plan which when initiated, will improve the safety and well being for both the residents of Lakota Canyon Ranch as well as the emergency responders.

Mitigation efforts are dynamic and require continual monitoring and modification to take advantage of changing conditions and any new processes. It is imperative that communication with both the Colorado State Forest Service as well as the Burning Mountain Fire Protection District be ongoing. Burning Mountain Fire Protection District is the authority having jurisdiction for emergency response to the Lakota Canyon Ranch as well as the Garfield County Sheriff.

Lakota Canyon Ranch recognizes this need and is committed to working toward a plan which will provide a safe, quality living environment for the residents of Lakota Canyon Ranch as well as providing the necessary design for a safe response during a wildfire emergency.

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## PROJECT DESCRIPTION:

Lakota Canyon Ranch is a golf course community consisting of a maximum of 827 residential units, which includes single family lots and multi-family townhouses on approximately 488 acres located in Garfield County and is proposed to be within the City limits of New Castle Colorado.

The primary response agency to fire emergencies in this subdivision is the Burning Mountain Fire Protection District. The closest station to the project is less than five miles away and is located at 731 Main Street, New Castle Colorado. Contact for the fire district is Chief Yowell.

Completion of the project is anticipated to be done in phases. Phase I includes the build out of an 18-hole golf course that runs predominately through the center of the subdivision. The golf course by nature creates a significant firebreak between phases due to the openness of the irrigated fairways and cart paths.

Utilization of the Colorado State Forest Service Wildfire hazard Rating form for subdivisions, places the subdivision into a moderate hazard category. It is the intention of Lakota Canyon Ranch to incorporate building standards and fuel mitigation standards to maintain a safe environment.

## ACCESS:

Ingress and egress to and from the subdivision is connected through Castle Valley Boulevard which has two separate entrances, one leading to the main New Castle interchange off of Interstate 70 and the other which connects through Castle Valley on to 7<sup>th</sup> street.

The subdivision itself is served by a road system that includes main arterial roadways of all weather surface construction, no less than 40 feet wide. There are additional connecting roadways of all weather surface construction that are a minimum of 24 feet wide connecting lower density areas of the subdivision.

There are three main ingress / egress points in the subdivision. Two of which connect directly to Castle Valley Boulevard and a third which connects to the commonly referred to cemetery road. (Silverado Trail - within Lakota Canyon Ranch). All roadways are maintained year round and provide adequate ingress / egress for normal as well as emergency conditions.

All primary and secondary roads within the subdivision are supplied with turn a rounds consisting of Cul-de-sac's constructed with a 45-foot radius (90 foot diameter) turning areas. Grades for all primary and secondary roads 10 percent or less.

Driveways to the specific lots will also be constructed to accommodate the loads of emergency response equipment and shall not be less than 12 feet wide.





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In addition to the main road system within the subdivision there are several locations where access to the golf course area is accomplished through the use of cart paths. These paths are a minimum of 8 feet wide and provide access to safe areas on or around the golf course where residents and or emergency personnel may seek refuge

### **WATER SUPPLY:**

The Lakota Canyon Ranch will have a water system that meets the required fire flow as defined by the authority having jurisdiction. As a minimum the system will provide for a hydrant to be located approximately every 500 feet with fire flows of 1000 gpm. A storage tank capable of supplying the required volume will also be constructed and maintained per applicable standards and design needs.

Water features constructed, as a part of the golf course design will also be available for use in an emergency allowing for a secondary means of supply for aerial operations.

### **DEFENSIBLE SPACE / FUELS MODIFICATIONS**

Lakota Canyon Ranch is located in a topographically diverse area of the town of NewCastle. There are areas of irrigated fields as well as moderate to heavy concentrations of pinon and juniper stands. Most of the residential areas will have built in fuel and firebreaks as a result of the road system and golf course design.

Slopes within the subdivision range from 0 to 30 + percent. Excessive fuels will not adversely impact a significant number of lots as they are constructed in areas that have already been utilized for growing crops. Lots in areas that are surrounded by moderate to heavy fuel growth will need to be properly mitigated.

It is the intention of the Lakota Canyon Ranch development to work closely with the Burning Mountain Fire Protection District and representatives of the Colorado State Forest Service for help in defining areas of most concern.

Guidelines specified in the Colorado State Forest Service pamphlet 6.302 Creating Wildfire-Defensible Zones will be utilized to provide guidance and instruction to homeowners for the creation of a safe environment around their homes. These guidelines will be incorporated into the Lakota Canyon Ranch design guidelines and covenants.

Reseeding of areas disturbed by the construction of roadways, infrastructure, and the golf course will be reclaimed utilizing "firewise" grass seed mixes to reduce wildfire hazards. Additionally homeowners will be encouraged to utilize the same grass mixes as well as recommended trees and shrubs suitable for the reduction of wildfire hazards.

Homeowner's association rules and guidelines will also include provisions for the maintenance of defensible spaces and additional recommendations for the prevention of wild land fires.

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**SUMMARY:**

This proposed Wildfire Hazard Mitigation and Response Plan, although not totally inclusive of all issues that may arise upon further discussion with the proper response agencies and the authority having jurisdiction, does address the basics of water supply, access, and fuel mitigation.

Due to the plan for phasing and the construction of the golf course it is difficult to really "see" what the end result will be and how the wildfire hazard will be improved by the installation of the proposed amenities.

Also without specifically adopted codes and ordinances it is complicated to define what standard should be used. It is therefore our conclusion that the best method for solving this issue is to approach it utilizing the Colorado State Forest Services guidelines and expertise, which incorporates many of the nationally recognized standards. This along with close communication with the local fire department will assure that Lakota Canyon Ranch will be an asset to the community of New Castle and will not unduly burden their response agencies or endanger its inhabitants.

As Lakota Canyon progresses, each phase will be addressed and a specific mitigation and response plan will be developed and or revised. It is the intent to analyze each phase and take appropriate actions to limit the potential hazards from fire as well as to provide necessary information to the Burning Mountain Fire Protection District for the development of a dynamic response plan document.



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FILING I

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## **FILING I.**

- I. Access**
- II. Water Supply**
- III. Fuels Mitigation**
- IV. Covenants / Design Standards**
- V. Response Plan**
- VI. Wildfire Rating and Hazard Map**
- VII. Water System / Hydrant Locations**
- VIII. Appendix**

- A. Pamphlet 6.302 CSFS Guidelines**
- B. Pamphlet 6.305 Firewise Plant Materials**
- C. Response Plan Guideline**

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## ACCESS

Phase one will be serviced by a series of roads that meet or exceed the requirements for fire department access roadways. Specifically the following roadways will be laid out, constructed, signed, and completed with all weather driving surfaces:


- Clubhouse Drive
- Ute Circle
- Silverado Trail
- Blackhawk Drive

The construction of these roads allows for three ways in and out of the subdivision. Blackhawk Drive and south end of Clubhouse Drive exit onto Castle Valley Blvd. and Silverado Trail exits onto Cemetery Road.

The following neighborhoods will be accessed from these roads:

- The Meadows - 24 Single Family Lots
- Cheyenne Park - 13 Duplex Lots
- Ute Place - 21 Single Family Lots
- Eagles Cliff - 21 Single Family Lots
- Eagles Enclave - 12 Single Family Lots

Hazard assessments of the above neighborhoods indicate the neighborhoods of The Meadows, Cheyenne Park, and Ute Place are of low hazard residential and open space, while the neighborhoods of Eagles Cliff and Eagles Enclave will be of medium Hazard Residential and open space. See Appendix for Wildfire hazard Map and copy of CSFS #175, Hazard Rating Form.



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### **WATER SUPPLY**

Phase I has a fire protection water supply system based on design criteria from the Uniform Fire Code 1997 edition. The system consists of a storage tank, mains, and lateral lines and hydrants.

Piping is sized to provide a fire flow of 2000 gallons per minute and the tank is sized to provide this flow capacity for a period of up two hours. Main sizing ranges from 10 inch to 8 inch and laterals to the hydrants are sized at 6 inch. Individual hydrants are designed to flow a minimum of 1000 gpm at 20 psi residual pressure.

Hydrant spacing within the phase I neighborhoods is within 500 feet and includes approximately 21 hydrants. Hydrants will be installed along the fire department access roadways with steamer connections facing the street and will be compatible with Burning Mountain Fire Protection District thread standards.

Upon completion of the system fire flow capacity will be tested based on the national standard of the Insurance Services Office and the hydrants will be marked and or numbered per the requirements of the Burning Mountain Fire Protection District. Records of the testing, hydrant location map, and main sizes will be provided to the authority having jurisdiction to include in their response plan document.

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## FUELS MITIGATION

The following neighborhoods are being developed in predominately level, grassland topography and are defined as low hazard areas (See appendix wildfire hazard map) As such any major fuel mitigation measures are not required.

- The Meadows
- Cheyenne Park
- Eagles Enclave
- Ute Place

Homes in these areas will however, be subject to all covenants and design criteria taking into consideration safe practices for building in the wildland urban interface and suggested fire wise plant materials for landscaping.

Lots located in the following neighborhoods are classified as being in a medium hazard area and shall be subject to more extensive mitigation efforts:

- Eagles Cliff, Lots 1 - 21, Block G, Phase IA

Some of these lots are located on the toe of a slope. Lots 9 - 21 are the most affected and will have additional grading to reduce the grade, thereby reducing the amount of buildable area over the edge of the slope.

Building envelopes on these lots will be subject to maintaining low-level vegetation for area of at least 15 feet around all structures. No vegetation will be allowed under decks protruding over the slope of a hill. Mowed grasses, low growing perennial and or various configurations of sidewalk, rock mulch, and pavers are acceptable in this area.

The developer will analyze the above lots for acceptable compliance with the intent of the Colorado State Forest Service guidelines for defensible space and will thin appropriately. Additionally the developer will perform proper mitigation of the areas below the Eagles Cliff lots and provide additional fire breaks with the use of cart paths.

Based on topography and the individual lot requirements for mitigation, the following issues will be addressed:

- Removal of deadfall.
- Removal hazardous ladder fuel conditions
- Thinning of hazardous stands of Pinon / Juniper

Additionally these lots will be subject to all covenants and design criteria taking into consideration safe practices for building in the wildland urban interface and suggested fire wise plant materials for landscaping.



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## COVENANTS / DESIGN STANDARDS

Lakota Canyon Ranch has developed extensive design standards for construction details within the subdivision. It is the intent of Lakota Ranch to specify construction that follows the Adirondack lodge style architecture. This style was adopted by the National Parks Service, which speaks well to the durability of this type of construction in a wildland surrounding.

Specifically addressed in those standards are the issues directly related to fire wise construction i.e. The use of rock, log, fire resistive roof materials, maintenance of gutters, fire place screens, storage of firewood and other combustible materials and landscaping guidelines previously discussed.

It is also the intent of Lakota Canyon to build into its covenants requirements for the maintenance of lots in a fire wise configuration and to assure that all owners within the ranch are aware of and adhere to all regulations regarding the prevention of fire and maintenance of defensible space. The Architectural control committee will be given the authority and control over the enforcement of all rules and regulations regarding covenants and design standards.



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## RESPONSE PLAN

It is the intent of Lakota Canyon Ranch to work closely with the Burning Mountain Fire Protection District, local law enforcement, and the Sheriff's office to define response criteria to the subdivision in the event of an emergency.

There are many factors and guidelines for the development of a proper response plan. First and foremost are the consideration of hazards and the capabilities of responding agencies. The Colorado State Forest Service has compiled a document guide for the development of response plans to urban interface subdivisions. (See Appendix) To maintain consistency with the fuels mitigation program proposed it is the suggestion of Lakota Ranch that this document be utilized in the development of a response plan to this area.

Included in the plan are provisions for:

### Response

- Maps
- Signage
- Water supply information
- Structure triage

### Evacuation

- Safe Zone identification
- Define Routes
- Home owner lists
- Special needs
- Reverse 911

### Annual Review

- Hydrant testing as required
- Fuels mitigation
- Updated lists & maps
- Prevention materials

The use of response plan document is an effective means for maintaining a positive working relationship with the authority having jurisdiction, assists with communication of important changes, and maintenance of fire appliances and prevention activities.

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HAZARD MAP



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**COLORADO STATE FOREST SERVICE  
WILDFIRE HAZARD RATING FORM  
- SUBDIVISION -**

30% Slope

CSFS#175  
(6/97)

NAME OF SUBDIVISION Lakota Canyon Ranch DATE 10/14/02  
COUNTY Garfield SIZE(AC) Phase I #LOTS 91  
RATING Moderate COMMENTS \_\_\_\_\_

**A. SUBDIVISION DESIGN**

- 1. INGRESS/EGRESS:
    - TWO OR MORE ROADS PRIMARY ROADS 1<sub>X</sub>
    - ONE ROAD 3
    - ONE-WAY IN, ONE-WAY OUT 5
  - 2. WIDTH OF PRIMARY ROAD:
    - 20 FEET OR MORE 1<sub>X</sub>
    - 20 FEET OR LESS 3
  - 3. ACCESSIBILITY:
    - ROAD GRADE 5% OR LESS 1
    - ROAD GRADE 5% OR MORE 3<sub>X</sub>
  - 4. SECONDARY ROAD TERMINUS:
    - LOOP ROADS, CUL-DE-SACS WITH OUTSIDE TURNING RADIUS OF 45 FEET OR GREATER 1<sub>X</sub>
    - CUL-DE-SAC TORN-AROUND RADIUS IS LESS THAN 45 FEET 2
    - DEAD-END ROADS 200 FEET OR LESS IN LENGTH 3
    - DEAD-END ROADS GREATER THAN 200 FEET IN LENGTH 5
  - 5. AVERAGE LOT SIZE:
    - 10 ACRES OR LARGER 1
    - LARGER THAN 1 ACRE, BUT LESS THAN 10 ACRES 3
    - 1 ACRE OR LESS 5<sub>X</sub>
  - 6. STREET SIGNS:
    - PRESENT 1<sub>X</sub>
    - NOT PRESENT 5
- B. VEGETATION (CWIC DEFINITIONS)**
- 1. FUEL TYPES:
    - LIGHT 1
    - MEDIUM 3
    - HEAVY 10<sub>X</sub>
  - 2. DEFENSIBLE SPACE:
    - 70% OR MORE OF SITE 1
    - 30% OR MORE, BUT LESS THAN 70% OF SITE 3
    - LESS THAN 30% OF SITE 5<sub>X</sub>

**C. TOPOGRAPHY**

- 1. PREDOMINANT SLOPE:
  - 3% OR LESS 1
  - MORE THAN 3%, BUT LESS THAN 20% 4
  - 20% OR MORE, BUT LESS THAN 30% 7
  - 30% OR MORE 10<sub>X</sub>

**D. ROOFING MATERIAL**

- CLASS A RATED 1<sub>X</sub>
- CLASS B RATED 3
- CLASS C RATED 5
- NON-RATED 10

**E. FIRE PROTECTION - WATER SOURCE**

- 500 GPM HYDRANT WITHIN 1000 FEET 1<sub>X</sub>
- HYDRANT FARTHER THAN 1,000 FEET OR DRAFT SITE WATER SOURCE 20 MINUTE OR LESS, ROUND TRIP 2
- WATER SOURCE FARTHER THAN 20 MINUTES, AND 45 MINUTES OR LESS ROUND TRIP 7
- WATER SOURCE FARTHER THAN 45 MINUTES ROUND TRIP 10

**F. EXISTING BUILDING CONSTRUCTION MATERIALS**

- NONCOMBUSTIBLE SIDING/DECK 1
- NONCOMBUSTIBLE SIDING/COMBUSTIBLE DECK 3
- COMBUSTIBLE SIDING AND DECK 10<sub>X</sub>

**G. UTILITIES (GAS AND/OR ELECTRIC)**

- ALL UNDERGROUND UTILITIES 1<sub>X</sub>
- ONE UNDERGROUND, ONE ABOVE GROUND 3
- ALL ABOVE GROUND 5

TOTAL FOR SUBDIVISION: 50

**RATING SCALE:**

- MODERATE HAZARD 40 - 59
- HIGH HAZARD 60 - 74
- EXTREME HAZARD 75+

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**COLORADO STATE FOREST SERVICE  
 WILDFIRE HAZARD RATING FORM  
 - SUBDIVISION -**

8-20% Slopes

CSFS#175  
 (6/97)

NAME OF SUBDIVISION Lakota Canyon Ranch DATE 10/14/02  
 COUNTY Garfield SIZE(AC) Phase I #LOTS 91  
 RATING Moderate COMMENTS \_\_\_\_\_

A. SUBDIVISION DESIGN

- 1. INGRESS/EGRESS:
  - TWO OR MORE ROADS PRIMARY ROADS 1X
  - ONE ROAD 3
  - ONE-WAY IN, ONE-WAY OUT 5
- 2. WIDTH OF PRIMARY ROAD:
  - 20 FEET OR MORE 1X
  - 20 FEET OR LESS 3
- 3. ACCESSIBILITY:
  - ROAD GRADE 5% OR LESS 1
  - ROAD GRADE 5% OR MORE 3X
- 4. SECONDARY ROAD TERMINUS:
  - LOOP ROADS, CUL-DE-SACS WITH OUTSIDE TURNING RADIUS OF 45 FEET OR GREATER 1X
  - CUL-DE-SAC TURN-AROUND RADIUS IS LESS THAN 45 FEET 2
  - DEAD-END ROADS 200 FEET OR LESS IN LENGTH 3
  - DEAD-END ROADS GREATER THAN 200 FEET IN LENGTH 5
- 5. AVERAGE LOT SIZE:
  - 10 ACRES OR LARGER 1
  - LARGER THAN 1 ACRE, BUT LESS THAN 10 ACRES 3
  - 1 ACRE OR LESS 5X
- 6. STREET SIGNS:
  - PRESENT 1
  - NOT PRESENT 5

B. VEGETATION (UWIC DEFINITIONS)

- 1. FUEL TYPES:
  - LIGHT 1
  - MEDIUM 3X
  - HEAVY 10
- 2. DEFENSIBLE SPACE:
  - 70% OR MORE OF SITE 1X
  - 30% OR MORE, BUT LESS THAN 70% OF SITE 3
  - LESS THAN 30% OF SITE 5

C. TOPOGRAPHY

- 1. PREDOMINANT SLOPE:
  - 5% OR LESS 1
  - MORE THAN 5%, BUT LESS THAN 20% 4X
  - 20% OR MORE, BUT LESS THAN 30% 7
  - 30% OR MORE 10

D. ROOFING MATERIAL

- CLASS A RATED 1X
- CLASS B RATED 3
- CLASS C RATED 5
- NON-RATED 10

E. FIRE PROTECTION - WATER SOURCE

- 300 GPM HYDRANT WITHIN 1000 FEET 1X
- HYDRANT FARTHER THAN 1,000 FEET OR DRAFT SITE 2
- WATER SOURCE 20 MINUTE OR LESS, ROUND TRIP 5
- WATER SOURCE FARTHER THAN 20 MINUTES, AND 45 MINUTES OR LESS ROUND TRIP 7
- WATER SOURCE FARTHER THAN 45 MINUTES ROUND TRIP 10

F. EXISTING BUILDING CONSTRUCTION MATERIALS

- NONCOMBUSTIBLE SIDING/DECK 1
- NONCOMBUSTIBLE SIDING/COMBUSTIBLE DECK 5
- COMBUSTIBLE SIDING AND DECK 10X

G. UTILITIES (GAS AND/OR ELECTRIC)

- ALL UNDERGROUND UTILITIES 1X
- ONE UNDERGROUND, ONE ABOVE GROUND 3
- ALL ABOVE GROUND 5

TOTAL FOR SUBDIVISION: 35

RATING SCALE:

MODERATE HAZARD 40 - 59  
 HIGH HAZARD 60 - 74  
 EXTREME HAZARD 75+



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# LAKOTA CANYON RANCH P.U.D., NEW CASTLE

## WILDFIRE HAZARD MAP

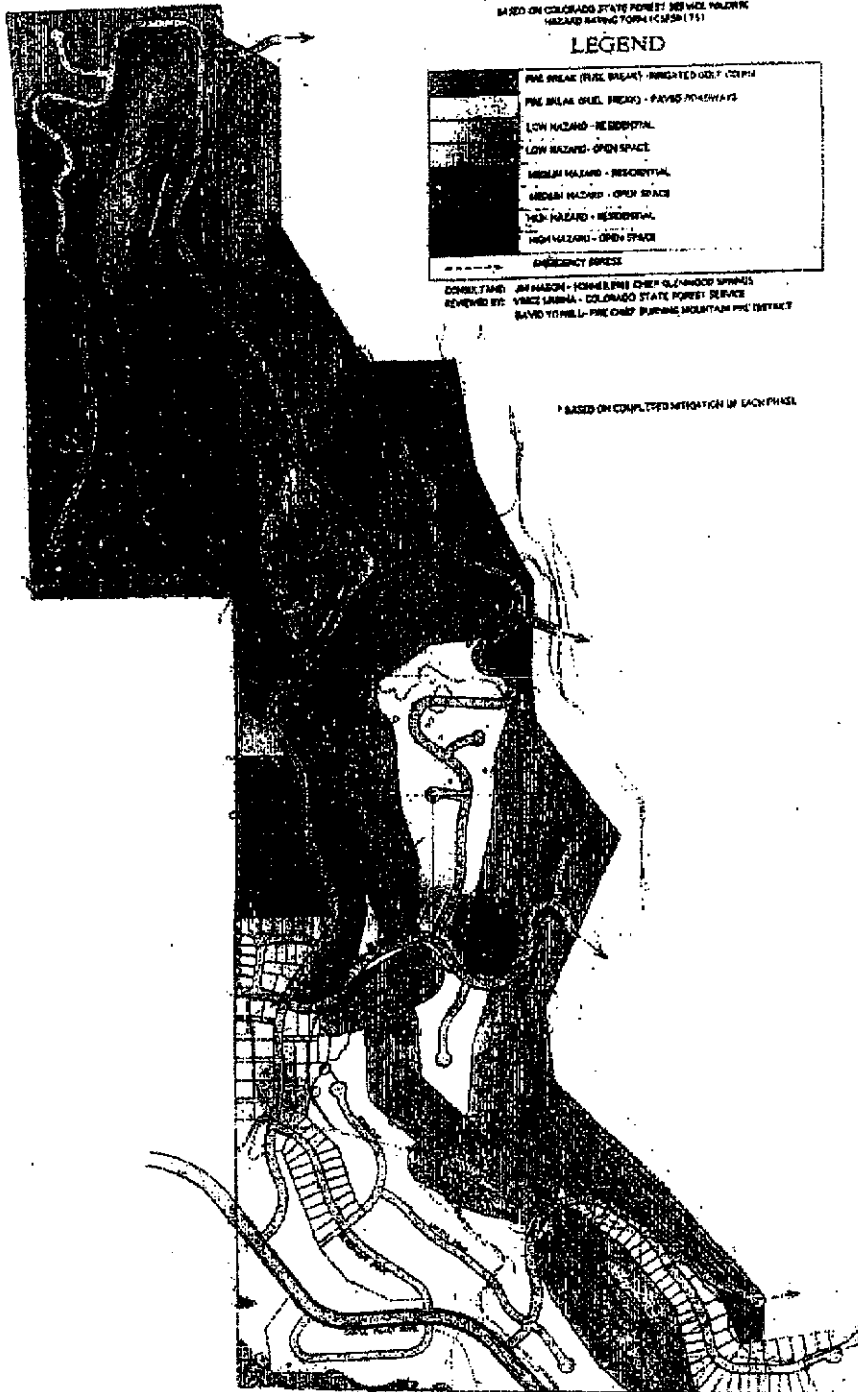
BASED ON COLORADO STATE FOREST SERVICE WILDFIRE HAZARD RATING TOPOLY (1998) (75)

### LEGEND

	PINE SPRUCE (PINE SPRUCE) - IRRIGATED GOLF COURSE
	PINE SPRUCE (PINE SPRUCE) - PRIVATE PASTURE
	LOW HAZARD - RESIDENTIAL
	LOW HAZARD - OPEN SPACE
	MEDIUM HAZARD - RESIDENTIAL
	MEDIUM HAZARD - OPEN SPACE
	HIGH HAZARD - RESIDENTIAL
	HIGH HAZARD - OPEN SPACE
	EMERGENCY ACCESS

CONSULTED: JIM HADSON - FOREST FIRE CHIEF QUINNWOOD SPRINGS  
REVIEWED BY: VINCE LARINA - COLORADO STATE FOREST SERVICE  
SAVED TO FILE: FIRE CHIEF PUEBLO MOUNTAIN FIRE DISTRICT

BASED ON COMPLETED MITIGATION IN EACH PHASE



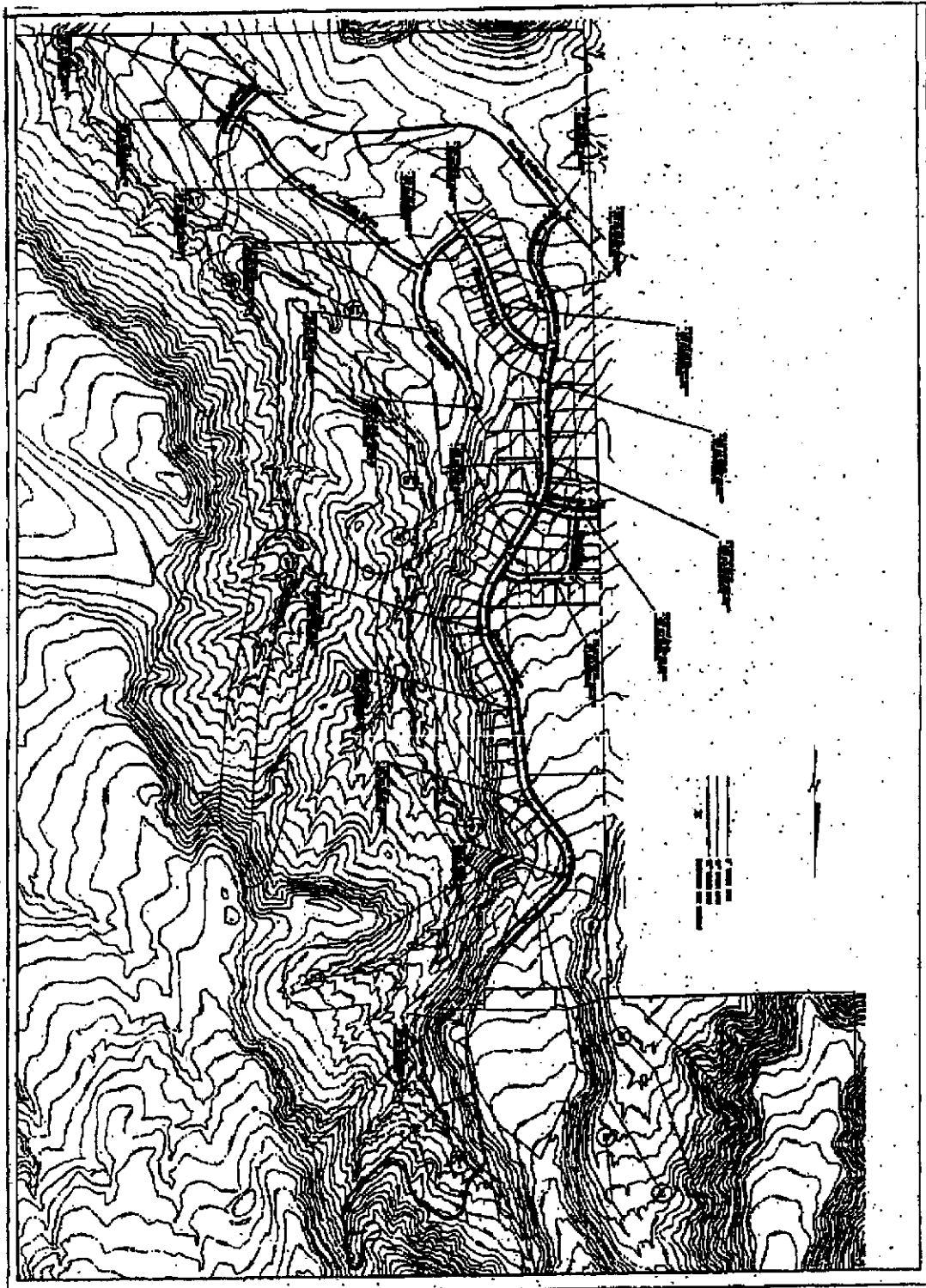


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HYDRANT MAP



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HYD	NO.	DATE	DEPTH	TYPE	STATUS

**LAKOTA CANYON RANCH**  
\*\* EXHIBIT \*\*  
**PHASE 1A WATER LINES AND HYDRANTS**

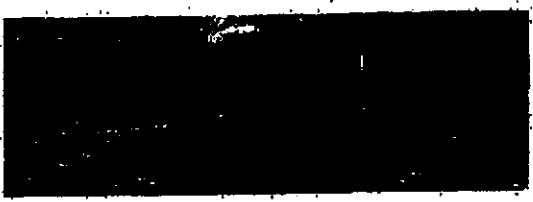
**ENARTECH INC.**  
SURVEYING, ENGINEERING AND PLANNING  
1111 S. HARRIS STREET  
DENVER, CO 80202  
303.733.1111

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APPENDIX



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no. 6.302

## Creating Wildfire-Defensible Zones

by F.C. Dennis<sup>1</sup>

### Quick Facts...

- Wildfire will find the weakest links in the defense measures you have taken on your property.
- The primary determinants of a home's ability to survive wildfire are its roofing material and the quality of the "defensible space" surrounding it.
- Even small steps to protect your home and property will make them more able to withstand fire.
- Consider these measures for all areas of your property, not just the immediate vicinity of the house.

Fire is capricious. It can find the weak link in your home's fire protection scheme and gain the upper hand because of a small, overlooked or seemingly inconsequential factor. While you may not be able to accomplish all measures below, each will increase your home's, and possibly your family's, safety. Start with the easiest and least expensive actions. Begin your work closest to your house and move outward. Keep working on the more difficult items until you have completed your entire project.

### Defensible Space

Two factors have emerged as the primary determinants of a home's ability to survive wildfire. These are the home's roofing material and the quality of the "defensible space" surrounding it.

Use fire-resistant materials (Class C or better rating), not wood or shake shingles, to roof homes in or near forests and grasslands. When your roof needs significant repairs or replacement, do so with a fire-resistant roofing material. Check with your county building department. Some counties now restrict wood roofs or require specific classifications of roofing material.

Defensible space is an area around a structure where fuels and vegetation are treated, cleared or reduced to slow the spread of wildfire towards the structure. It also reduces the

chance of a structure fire moving from the building to the surrounding forest. Defensible space provides room for firefighters to do their jobs. Your house is more likely to withstand a wildfire if grasses, brush, trees and other common forest fuels are managed to reduce a fire's intensity.

Creating an effective defensible space involves developing a series of management zones in which different treatment techniques are used. See Figure 1 for a general view of the relationships among these management zones. Develop defensible space around each building on your property. Include detached garages, storage buildings, barns and other structures in your plan.

The actual design and development of your defensible space depends on several factors: size and shape of buildings, materials used in their construction, the slope of the ground on which the structures are built, surrounding topography, and sizes and types of vegetation on your property. These factors all affect your design. You may want to request additional guidance from your local Colorado State Forest Service (CSFS) forester or fire department.

### Defensible Space Management Zones

**Zone 1** is the area of maximum modification and treatment. It consists of an area of 15 feet around the structure in which all flammable vegetation is removed. This 15 feet is measured from the outside edge of the home's eaves and any attached structures, such as decks.

**Zone 2** is an area of fuel reduction. It is a transitional area between Zones 1 and 3. The size of Zone 2 depends on the slope of the ground where the structure is built. Typically, the defensible space should extend at least 75 to 125 feet from the structure. See Figure 2 for the appropriate distance for your home's defensible space. Within this zone, the continuity and arrangement of vegetation is modified. Remove stressed, diseased, dead or dying trees and shrubs. Thin and prune the remaining larger trees and shrubs. Be sure to extend thinning along either side of your driveway all the way to your main access road. These actions help eliminate the continuous fuel surrounding a structure while enhancing homesite safety and the aesthetics of the property.

**Zone 3** is an area of traditional forest management and is of no particular size. It extends from the edge of your defensible space to your property boundaries.

### Prescriptions

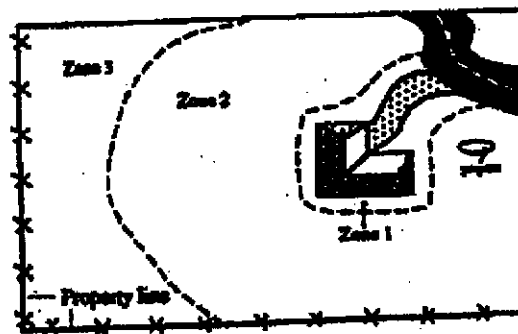
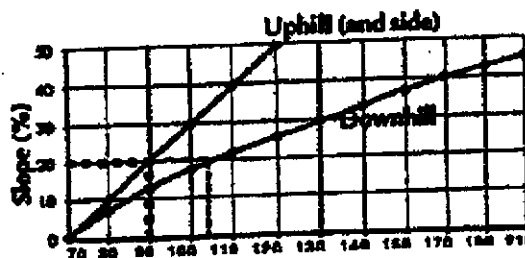


Figure 1: Forested property showing the three fire-defensible zones around a home or other structure.



### Zone 1

The size of Zone 1 is 15 feet, measured from the edges of the structure. Within this zone, several specific treatments are recommended.

Plant nothing within 3 to 5 feet of the structure, particularly if the building is sided with wood, logs or other flammable materials. Decorative rock creates an attractive, easily maintained, nonflammable ground cover.

If the house has noncombustible siding, widely spaced foundation plantings of low growing shrubs or other "fire wise" plants are acceptable. Do not plant directly beneath windows or next to foundation vents. Be sure there are no areas of continuous grass adjacent to plantings in this area.

Frequently prune and maintain plants in this zone to ensure vigorous growth and a low growth habit. Remove dead branches, stems and leaves.

Do not store firewood or other combustible materials in this area. Enclose or screen decks with metal screening. Extend the gravel coverage under the decks. Do not use areas under decks for storage.

Ideally, remove all trees from Zone 1 to reduce fire hazards. If you do keep a tree, considered it part of the structure and extend the distance of the entire defensible space accordingly. Isolate the tree from any other surrounding trees. Prune it to at least 10 feet above the ground. Remove any branches that interfere with the roof or are within 10 feet of the chimney. Remove all "ladder fuels" from beneath the tree. (Ladder fuels are small shrubs, trees, tree limbs and other materials that allow fire to climb into the tree crown -- the branches and foliage.)

### Zone 2

Zone 2 is an area of fuel reduction designed to reduce the intensity of any fire approaching your home. Follow these recommended management steps.

Thin trees and large shrubs so there is at least 10 feet between crowns. Crown separation is measured from the furthest branch of one tree to the nearest branch on the next tree (Figure 3). On steep slopes, allow more space between tree crowns. Remove all ladder fuels from under these remaining trees. Carefully prune trees to a height of 10 feet.

Because Zone 2 forms an aesthetic buffer and provides a transition

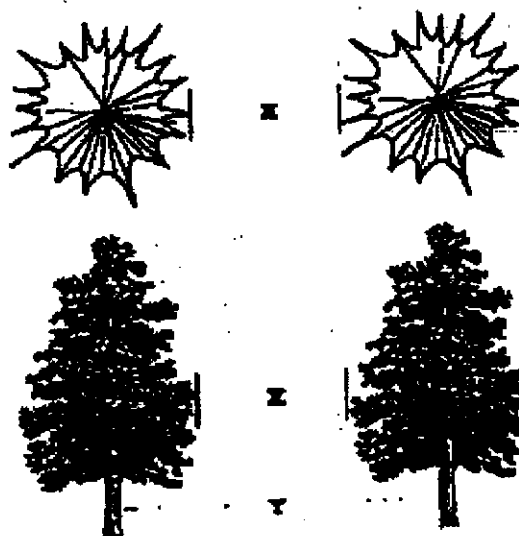
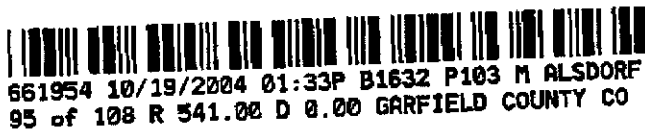


Figure 3: X = crown spacing; Y = stem spacing. Do not measure between stems for crown -- measure between



between zones, it is necessary to blend the requirements for Zones 1 and 3. Thin the inner portions of Zone 2 more heavily than the outer portions. Gradually increase tree density as you approach Zone 3.

the edges of tree crowns.

Isolated shrubs may remain, provided they are not under tree crowns. Prune and maintain these plants periodically to maintain vigorous growth. Remove dead stems from trees and shrubs annually.

Limit the number of dead trees (snags) retained in this area. Wildlife need only one or two snags per acre. Be sure any snags left for wildlife cannot fall onto the house or block access roads or driveways.

Mow grasses (or remove them with a weed trimmer) as needed through the growing season to keep them low, a maximum of 6 to 8 inches. This is extremely critical in the fall when grasses dry out and cure or in the spring after the snow is gone but before the plants green up.

Stack firewood and woodpiles uphill or on the same elevation as the structure but at least 30 feet away. Clear and keep away flammable vegetation within 10 feet of these woodpiles. Do not stack wood against your house or on or under your deck, even in winter. Many homes have burned from a woodpile that ignited as the fire passed. Wildfires can burn at almost any time in Colorado.

Locate propane tanks at least 30 feet from any structures, preferably on the same elevation as the house. You don't want the LP container below your house - if it ignites, the fire would tend to burn uphill. On the other hand, if the tank is above your house and it develops a leak, LP gas will flow downhill into your home. Clear and keep away flammable vegetation within 10 feet of these tanks. Do not screen propane tanks with shrubs or vegetation.

Dispose of slash (limbs, branches and other woody debris) removed from your trees and shrubs through chipping or by piling and burning. Contact your local CSFS office or county sheriff's office for information about burning slash piles. Only if neither of these alternatives is possible, lop and scatter slash by cutting it into very small pieces and distributing it over the ground. Avoid heavy accumulations of slash. Make it lay close to the ground to speed decomposition. If desired, no more than two or three small, widely spaced brush piles may be left for wildlife purposes. Locate these towards the outer portions of your defensible space.

### Zone 3

This zone is of no specified size. It extends from the edge of your defensible space to your property lines. In this area, you are encouraged to manage your forests in a more traditional manner. Typical management objectives for areas surrounding homesites or subdivisions are: provide optimum recreational opportunities; enhance aesthetics; maintain tree health and vigor; provide barriers for wind, noise, dust and visual intrusions; support limited production of firewood, fence posts and other forest commodities; or grow Christmas trees or trees for transplanting.

Specific thinning requirements will be dictated by your objectives for your land. However, most thinning will be done from below (leaving the biggest and best trees) and on an individual tree basis.

Thinnings sanitize and improve the forest stand by removing trees that are damaged, attacked by insects, infected by disease, or are of poor form or low vigor.

Tree spacing usually depends on the species being managed and factors such as susceptibility to windthrow or damage from heavy snow loading. For ponderosa pine and Douglas-fir, a good rule of thumb for stem spacing is diameter + 7. For lodgepole pine and Engelmann spruce, the stem spacing guide is diameter + 5. Measure diameter in inches at about 4 1/2 feet above the ground. Substitute feet for inches and add it to the spacing guide number for the proper species. For example, if the average tree to be left following your thinning was an 8-inch ponderosa pine, then use the formula  $8 + 7 = 15$ , for a spacing of 15 feet between trees as measured between tree stems. See Figure 3.

A greater number of wildlife trees can remain in Zone 3. Make sure that dead trees pose no threat to power lines or fire access roads.

While pruning generally is not necessary in Zone 3, it may be a good idea from the standpoint of personal safety to prune trees along trails and fire access roads. Or, if you prefer the aesthetics of a well-manicured forest, you might prune the entire area. In any case, pruning helps reduce ladder fuels within the tree stand, thus enhancing wildfire safety. Mowing is not necessary in Zone 3.

Any approved method of slash treatment is acceptable for this zone, including piling and burning, chipping or lop-and-scatter.

## Maintaining Your Defensible Space

Your home is located in a forest that is dynamic, always changing. Trees and shrubs continue to grow, plants die or are damaged, new plants begin to grow, and plants drop their leaves and needles. Like other parts of your home, defensible space requires maintenance. Use the following checklist each year to determine if additional work or maintenance is necessary.

### Defensible Space and FireWise Annual Checklist

- Trees and shrubs are properly thinned and pruned within the defensible space. Slash from the thinning is disposed of.
- Roof and gutters are clear of debris.
- Branches overhanging the roof and chimney are removed.
- Chimney screens are in place and in good condition.
- Grass and weeds are mowed to a low height.
- An outdoor water supply is available, complete with a hose and nozzle that can reach all parts of the house.
- Fire extinguishers are checked and in working condition.
- The driveway is wide enough. The clearance of trees and branches is adequate for fire and emergency equipment. (Check with your local fire department.)
- Road signs and your name and house number are posted and easily visible.

- There is an easily accessible tool storage area with rakes, hoes, axes and shovels for use in case of fire.
- You have practiced family fire drills and your fire evacuation plan.
- Your escape routes, meeting points and other details are known and understood by all family members.
- Attic, roof, eaves and foundation vents are screened and in good condition. Stilt foundations and decks are enclosed, screened or walled up.
- Trash and debris accumulations are removed from the defensible space.
- A checklist for fire safety needs inside the home also has been completed. This is available from your local fire department.

## References

Colorado State Forest Service, Colorado State University, Fort Collins, CO 80523-5060; (970) 491-6303;

- *FireWise Construction -- Design and Materials*
- *Home Fire Protection in the Wildland Urban Interface*
- *Wildfire Protection in the Wildland Urban Interface*
- *Landowner Guide to Thinning*

From Colorado State University Cooperative Extension, 115 General Services Bldg., Fort Collins, CO 80523-4061; (970) 491-6198; Fax (970) 491-2961; E-mail [cerc@vines.colostate.edu](mailto:cerc@vines.colostate.edu).

- 6.303, *Fire-Resistant Landscaping*
- 6.304, *Forest Home Fire Safety*
- 6.305, *FireWise Plant Materials*
- 6.306, *Grass Seed Mixes to Reduce Wildfire Hazard*
- 7.205, *Pruning Evergreens*
- 7.206, *Pruning Shrubs*
- 7.207, *Pruning Deciduous Trees*

<sup>1</sup>Wildfire Hazard Mitigation Coordinator, Colorado State Forest Service. This fact sheet was produced in cooperation with the Colorado State Forest Service. FIREWISE is a multi-agency program that encourages the development of defensible space and the prevention of catastrophic wildfire. 5/99.

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Updated Wednesday, June 12, 2002.

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no. 6.305

## FireWise Plant Materials

by F.C. Dennis<sup>1</sup>

### Quick Facts...

- FireWise landscaping can be aesthetically pleasing while reducing potential wildfire fuel.
- Plant choice, spacing and maintenance are critical.
- Your landscape, and the plants in it, must be maintained to retain their FireWise properties.

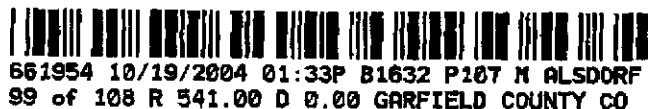
Creating a "defensible space" around your home is one of the most important and effective steps you can take to protect you, your family and your home from catastrophic wildfire. Defensible space is the area between a structure and an oncoming wildfire where nearby vegetation has been modified to reduce a wildfire's intensity. (See fact sheet 6.302, *Creating Wildfire-Defensible Zones*.)

Many people resist creating defensible space around their homes because they believe these areas will be unattractive and unnatural. This is far from true. With careful planning, FireWise landscaping can be aesthetically pleasing while reducing potential wildfire fuel. It can actually enhance beauty and property values, as well as personal safety.

### Fire Resistance

Many native plants are highly flammable during different seasons of the year. At such times, left unmanaged, they can accelerate the spread of a wildfire through your neighborhood, threatening homes, property and lives.

All vegetation, naturally occurring and otherwise, is potential fuel for fire. Its type, amount and arrangement has a dramatic effect on fire behavior. There are no truly "fireproof" plant species, so plant choice, spacing and maintenance are critical to defensible space landscaping. In fact, where and how you plant may be more important than what you plant. However, given alternatives, choose plant species that tend to be more resistant to wildfire.



General concepts to keep in mind when choosing and planting FireWise species are:

- A plant's moisture content is the single most important factor governing its volatility. (However, resin content and other factors in some species render them flammable even when the plant is well-watered.) Conifers tend to be flammable due to their oil and pitch content, regardless of their water content.
- Deciduous plants tend to be more fire resistant because their leaves have higher moisture content and their basic chemistry is less flammable. Also, when deciduous trees are dormant, there is less fuel to carry fire through their canopies.

In some cases, there is a strong correlation between drought tolerance and fire resistance. For example, a plant may shed its leaves or needles during extreme drought. Other drought-tolerant species may have smaller leaves or thick, succulent leaves. These plants offer less fuel or have a higher moisture content, both of which help reduce fire hazard.

There also appears to be a correlation between a plant's salt tolerance and natural fire resistance. Plants adapted to salty conditions, and actually growing in salty situations, may better resist burning.

### Conifers

In Colorado, conifers make up much of our natural forest. Because of their high resin content, they are more susceptible to fire.

Even though conifers are flammable, you do not need to remove all of them from around your home. Wildfire hazards usually can be effectively reduced through proper thinning and pruning of existing trees and shrubs.

When choosing conifers for your defensible space, consider those with characteristics that make them better able to survive fire:

- thick bark,
- long needles, or
- self-pruning. (Self-pruning trees lose lower branches naturally, leaving a greater distance between ground and canopy.)


### Plants for a FireWise Landscape

Plants that are more resistant to wildfire have one or more of the following characteristics:

- They grow without accumulating large amounts of combustible dead branches, needles or leaves (example: aspen).
- They have open, loose branches with a low volume of total vegetation (examples: currant and mountain mahogany).
- They have low sap or resin content (examples: many deciduous species).
- They have high moisture content (examples: succulents and some herbaceous species).
- They grow slowly and need little maintenance (do not need frequent pruning).
- They are short and grow close to the ground (examples: wildflowers and groundcovers).



FireWise Plant Materials



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- They can resprout following fire, thus reducing relandscaping costs (example: aspen).

### Additional FireWise Guidelines

Some additional tips to follow when planning a FireWise landscape include:

- Landscape according to the recommended defensible-space zones. The plants nearest your home should be more widely spaced and smaller than those farther away.
- Plant in small, irregular clusters and islands, not in large masses.
- Break up the continuity of the vegetation (fuel) with decorative rock, gravel and stepping stone pathways. This will help modify fire behavior and slow its spread across your property.
- Plant a variety of types and species. Besides being aesthetically pleasing, this will help ensure a healthier forest by reducing insects and diseases. Healthy, vigorous, thinned forests can better resist catastrophic fires than unhealthy ones with insect and disease problems.
- In the event of drought and water rationing, prioritize the plants you wish to save. Provide supplemental water to those nearest your home, perhaps using "gray water."
- Mulch to conserve moisture and reduce weed growth. Mulch can be organic (wood chips or small bark pieces) or inorganic (gravel or rock). Avoid pine bark, thick layers of pine needles or other materials that can easily carry fire.

### Don't Forget Maintenance

A landscape is a dynamic, constantly changing system. Plants considered "fire resistant" and that have low fuel volumes can lose these characteristics over time. Your landscape, and the plants in it, must be maintained to retain their FireWise properties.

Be aware of the growth habits of the plants on your land and of the changes that occur seasonally. Keep a watchful eye for the need to reduce fuel volumes and fuel continuity.

- Remove annual, herbaceous plants after they have gone to seed or when the stems become overly dry.
- Rake up and dispose of litter as it builds up over the season.
- Mow or trim grasses to a low height within your defensible space. This is especially important as they begin to cure and dry.
- Remove plant parts damaged by snow, wind, frost or other agents.
- Timely pruning is critical. It not only reduces fuel volume but also maintains healthier plants with more succulent, vigorous growth.

### Additional FireWise Publications

#### Cooperative Extension

The following publications are available from The Other Bookstore, Colorado State University Cooperative Extension, 115 General Services Bldg., Fort Collins, CO 80523-4061; (970) 491-6198; [cerc@vines.colostate.edu](mailto:cerc@vines.colostate.edu). Printed copies cost \$1.00; they are

<http://www.ext.colostate.edu/pubs/natres/06305.html>

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available free on our Web site (see page 1):

- 6.302, *Creating Wildfire-Defensible Zones*
- 6.303, *Fire-Resistant Landscaping*
- 6.304, *Fire Safety, Evacuation and Home Defense*
- 6.306, *Grass Seed Mixes for the Reduction of Wildfire Hazard*
- 7.205, *Pruning Evergreens*
- 7.206, *Pruning Shrubs*
- 7.207, *Pruning Deciduous Trees*
- 7.402, *Protecting Trees During Construction*

**Colorado State Forest Service**

The following publication is available from the Colorado State Forest Service, Colorado State University, Fort Collins, CO 80523-5060; (970) 491-6303:

- Home Fire Protection in the Wildland Urban Interface, CSFS #142-399

**FireWise Plant List**

The following list was prepared by Phil Hoefler, Colorado State Forest Service. It was reviewed by Jim Knopf, a landscape architect in Boulder, and two landscape architects on Colorado's Western Slope. Bloom time is approximate (observed in Boulder at 5,600 feet).

Key:	Water needs:	VL = very low	L = low	M = medium	H = high							
	Sun/Shade:	S = sun	PS = part sun	Sh = shade								
	Elevation:	Y = Yes	N = No	? = Questionable or unknown								
Scientific Name	Common Name	Water Needs	Sun/Shade Preference	Mature Height	Elevation (1,000 ft.)					Bloom Month		
Flowers and Ground Covers												
<i>Achillea lanulosa</i> <sup>a</sup>	Native yarrow	L-H	S/PS	1.5 - 2'	Y	Y	Y	Y	Y	Y	Y	Jul
<i>Achillea tomentosa</i> <sup>b</sup>	Woolly yarrow	M-H	S/PS	.5'	Y	Y	N	N	N	N	N	Jul
<i>Aconitum</i> spp. <sup>c</sup>	Monkshood	M-H	S	2'	Y	Y	Y	Y	Y	Y	Y	Jun-Jul
<i>Aconitum columbianum</i> <sup>cc</sup>	Columbian monkshood	M-H	S	2'	Y	Y	Y	Y	Y	Y	Y	Jun-Jul
<i>Ajuga reptans</i> <sup>b</sup>	Bugleweed	H	Sh	< .5'	Y	Y	Y	Y	Y	Y	Y	Jun-Jul
<i>Alchemilla</i> sp.	Lady's mantle	M-H	PS/Sh	1'	Y	Y	Y	Y	?	?	?	Jun-Jul
<i>Allium cernuum</i> <sup>cc</sup>	Nodding onion	L-H	S/PS	1'	Y	Y	Y	Y	Y	Y	Y	Jun
<i>Allium geyeri</i> <sup>cc</sup>	Geyer onion	L-H	S/PS	1'	Y	Y	Y	Y	?	?	?	Jun

<i>Anaphalis margaritacea</i> <sup>a</sup>	Pearly everlasting	L-H	S	1.5 - 2.5'	Y	Y	Y	Y	?	Aug
<i>Anemone blanda</i>	Windflower	M-H	S/PS	1'	Y	Y	Y	Y	?	Apr-May
<i>Antennaria parvifolia</i> <sup>ab</sup>	Small-leaf pussytoes	M	S/PS	<5'	Y	Y	Y	Y	Y	Jun
<i>Antennaria rosea</i> <sup>ab</sup>	Rosy pussytoes	M	S/PS	<5'	Y	Y	Y	Y	Y	Jun
<i>Aquilegia</i> spp.	Columbine	M-H	S/PS	1 - 2'	Y	Y	Y	Y	Y	Jun-Jul
<i>Aquilegia coerulea</i> <sup>a</sup>	Colorado blue columbine	M-H	S/PS	1 - 2'	Y	Y	Y	Y	Y	Jun-Jul
<i>Aquilegia chrysantha</i> <sup>a</sup>	Yellow columbine	M-H	S/PS	1 - 2'	Y	Y	Y	Y	Y	Jun-Aug
<i>Arabis</i> sp. <sup>b</sup>	Rockcress	L-H	S	<1'	Y	Y	Y	Y	Y	May-Jun
<i>Armeria maritima</i>	Sea thrift	L-H	S/PS	.5'	Y	Y	Y	Y	Y	Apr-Jun
<i>Artemisia caucasica</i>	Caucasian sage	L-M	S/PS	1-2'	Y	Y	Y	?	?	n/a
<i>Artemisia frigida</i> <sup>ac</sup>	Fringed sage	L-M	S	1 - 1.5'	Y	Y	Y	Y	Y	n/a
<i>Artemisia ludoviciana</i> <sup>a</sup>	Prairie sage	L-M	S	1 - 1.5'	Y	Y	Y	?	?	n/a
<i>Aster laevis</i> <sup>a</sup>	Smooth aster	L-H	S/PS	1 - 3'	Y	Y	Y	Y	?	Aug-Sep
<i>Aster porteri</i> <sup>a</sup>	Poster aster	L-M	S	1'	Y	Y	Y	?	?	Aug-Sep
<i>Aubrieta</i> sp. <sup>b</sup>	False rockcress	M	S	1'	Y	Y	Y	Y	Y	Apr-May
<i>Aurinia</i> sp. <sup>b</sup>	Basket of gold	M	S/PS	1'	Y	Y	Y	Y	Y	Apr-May
<i>Calochortus gunnisonii</i> <sup>a</sup>	Mariposa lily	M-H	S	.5 - 2'	Y	Y	Y	Y	?	Jul-Aug
<i>Campanula rotundifolia</i> <sup>a</sup>	Common harebell	M-H	S	.5 - 1'	Y	Y	Y	Y	Y	May-Oct
<i>Centranthus ruber</i>	Jupiters beard	L-H	S/Sh	2 - 2.5'	Y	Y	Y	Y	?	May-Oct
<i>Cerastium strictum</i> <sup>ab</sup>	Mouse ear chickweed	M	S/PS	1'	Y	Y	Y	Y	?	May-Jun
<i>Cerastium tomentosum</i> <sup>b</sup>	Snow-in-summer	L-M	S/PS	1'	Y	Y	Y	Y	Y	May-Jun
<i>Claytonia</i>	Spring beauty	M	Sh	.5 - 1.5'	Y	Y	Y	?	?	Mar-Apr

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<i>lanceolata</i> <sup>a</sup>										
<i>Corvallisaria majalis</i> <sup>bc</sup>	Lily-of-the-valley	H	Sh	<1'	Y	Y	Y	Y	?	May-Jun
<i>Delosperma nubigenum</i> <sup>b</sup>	Hardy yellow iceplant	M-H	S	.5'	Y	Y	Y	?	?	Jun
<i>Delphinium</i> spp. <sup>a</sup>	Delphinium	M-H	SPS	.5 - 3'+	Y	Y	Y	Y	Y	Jun-Jul
<i>Dianthus</i> spp.	Pinks	L-H	S	<.5' - 2'	Y	Y	Y	Y	Y	May-Aug
<i>Doronicum</i> sp.	Leopards bane	H	SPS	2 - 3'	Y	Y	Y	Y	?	Jul-Aug
<i>Echinacea purpurea</i>	Purple coneflower	M	S	2 - 3'	Y	Y	Y	Y	Y	Jul-Aug
<i>Epilobium angustifolium</i>	Fireweed	H	SPS	3'	N	Y	Y	Y	Y	Jul-Aug
<i>Erigeron flagellaris</i> <sup>a</sup>	Whiplash daisy, trailing fleabane	L-M	S	<1'	Y	Y	?	?	?	Jun-Jul
<i>Eriogonum umbellatum</i> <sup>a</sup>	Sulphur flower	M	SPS	<.5'	Y	Y	Y	Y	Y	Jun-Jul
<i>Erysimum asperum</i> <sup>a</sup>	Western wallflower	M	SPS	1'+	Y	Y	Y	Y	?	Jun-Jul
<i>Gaillardia aristata</i> <sup>a</sup>	Blanket flower	L-M	S	1 - 1.5'	Y	Y	Y	Y	Y	Jul-Sep
<i>Galium boreale</i> <sup>ab</sup>	Northern bedstraw	M-H	Sh	<1'	Y	Y	Y	Y	Y	May-Jun
<i>Geranium</i> spp.	Hardy geraniums	M	Sh/PS	2'	Y	Y	Y	Y	Y	May-Oct
<i>Geranium caespitosum</i> <sup>a</sup>	Wild geranium	M	Sh/PS	2'	Y	Y	Y	Y	Y	May-Oct
<i>Geum triflorum</i>	Prairie smoke	M-H	S/PS	1.5'	Y	Y	Y	?	?	Jun
<i>Helianthella quinquenervis</i> <sup>a</sup>	Aspen sunflower	M	S	1'	?	?	?	Y	Y	?
<i>Helianthemum nummularium</i>	Rockrose	M-H	S	<1'	Y	Y	Y	?	?	May-Jun
<i>Helianthus pumilus</i> <sup>a</sup>	Small sunflower	M	S	1 - 2'	Y	Y	Y	?	?	Jun-Jul
<i>Heuchera</i> spp.	Coral bells	M-H	PS/Sh	1 - 2'	Y	Y	Y	Y	Y	Jun-Aug
<i>Ipomopsis aggregata</i> <sup>a</sup>	Scarlet gilia	M	SPS	1 - 2'	Y	Y	Y	Y	Y	Jun-Aug
<i>Iris germanica</i>	Bearded iris	L-M	S	1 - 3'	Y	Y	Y	Y	Y	May-Jun
<i>Iris</i>	Missouri or Native iris	M-H	S	1 - 2'	Y	Y	Y	Y	Y	May

<i>missouriensis</i> <sup>ac</sup>									
<i>Lamium</i> sp. <sup>b</sup>	Dead nettle	M-H	Sh	< 1'	Y	Y	Y	Y	? May-Jun
<i>Lavandula</i> spp.	Lavender	L-M	S	1-2'	Y	Y	Y	? ?	Jun-Nov
<i>Leucocrinum montanum</i> <sup>a</sup>	Sand lily	L-M	S	< 1'	Y	Y	Y	? ?	May
<i>Liatris punctata</i> <sup>a</sup>	Dotted gayfeather	VL-L	S	1-2'	Y	Y	Y	Y	Aug-Oct
<i>Linum lewisii</i> <sup>ac</sup>	Wild blue flax	L-H	S/PS	1-2'	Y	Y	Y	Y	May-Sep
<i>Lupinus argenteus</i> <sup>ac</sup>	Silver lupine	M	Sh/PS	1-3'	Y	Y	Y	Y	Jun-Jul
<i>Mertensia lanceolata</i> <sup>a</sup>	Narrow-leaved climbing bells	M-H	Sh/PS	1-2'	Y	Y	Y	Y	May-Jun
<i>Mimulus guttatus</i> <sup>a</sup>	Yellow monkey-flower	H	Sh	1'	? Y	Y	Y	Y	?
<i>Monarda fistulosa</i> <sup>a</sup>	Native beebalm	M-H	S/PS	1-2'	Y	Y	Y	Y	Jul-Oct
<i>Oenothera caespitosa</i> <sup>a</sup>	White stemless evening primrose	L-M	S	1-2'	Y	Y	Y	Y	Jun-Aug
<i>Papaver orientale</i>	Oriental poppy	H	S/Sh	2-3'	Y	Y	Y	Y	May-Jun
<i>Penstemon caespitosus</i> <sup>ab</sup>	Mat penstemon	L-M	S	< .5'	Y	Y	Y	Y	Jun
<i>Penstemon secundiflorus</i>	Sidebells	L-M	S	1-2'	Y	Y	Y	Y	May-Jun
<i>Penstemon teucrioides</i> <sup>a</sup>	Germander penstemon	L-M	S	.5'	Y	Y	Y	? ?	Jun-Jul
<i>Penstemon virens</i> <sup>ac</sup>	Blue mist penstemon	M	S/PS	.5'	Y	Y	Y	Y	May-Jun
<i>Phlox subulata</i>	Moss phlox	M	S	< .5'	Y	Y	Y	Y	May
<i>Polemonium</i> sp.	Jacobs ladder	H	S/PS	1-2'	Y	Y	Y	Y	May-Aug
<i>Potentilla frissa</i> <sup>a</sup>	Leafy potentilla	M-H	PS	1'	Y	Y	Y	Y	?
<i>Potentilla verna</i> <sup>b</sup>	Spring potentilla	M-H	PS	< .5'	Y	Y	Y	Y	Mar-May
<i>Pulsatilla patens</i> <sup>a</sup>	Pasque flower	M	S/PS	1'	Y	Y	Y	Y	Mar-May
<i>Ratibida columnifera</i> <sup>a</sup>	Prairie coneflower	L-M	S	2'	Y	Y	Y	Y	Jul-Sep
	Black-eyed	M-H	S	2-3'	Y	Y	Y	Y	Jul-Sep



<i>Rudbeckia hirta</i> <sup>a</sup>	Susan										
<i>Salvia officinalis</i>	Cooking sage	L-M	S/PS	2'	Y	Y	Y	Y	?		Jun
<i>Saxifraga hirsuta</i>	Saxifrage	H	S/PS	.5+	Y	Y	Y	Y	Y		May-Jun
<i>Scutellaria brittonii</i> <sup>a</sup>	Skullcap	M	S/PS	.5 - 1'	Y	Y	Y	Y	?		Aug-Sep
<i>Sedum</i> spp. <sup>b</sup>	Stonecrop	M	S/PS	1 - 1.5'	Y	Y	Y	Y	Y		Jul-Aug
<i>Sedum lanceolatum</i> <sup>a</sup>	Yellow stonecrop	M	S/PS	.5'	Y	Y	Y	Y	Y		Jul-Aug
<i>Sempervivum</i> sp.	Hens and chicks	L-M	S/PS	.5'	Y	Y	Y	Y	Y		n/a
<i>Senecio spartioides</i> <sup>aa</sup>	Broom groundsel	VL-L	S	2 - 3'	Y	Y	?	?	?		Sep-Oct
<i>Solidago missouriensis</i> <sup>a</sup>	Smooth goldenrod	L-M	S	1 - 2'	Y	Y	Y	Y	?		Jul-Aug
<i>Thalictrum fendleri</i> <sup>a</sup>	Fendler meadowrue	H	S/PS	2 - 3'	?	?	Y	Y	Y		Jul-Aug
<i>Thermopsis divaricarpa</i> <sup>a</sup>	Spreading golden banner	M-H	S/PS	2'	Y	Y	Y	Y	?		May
<i>Tradescantia occidentalis</i> <sup>a</sup>	Western spiderwort	M	S/PS	1.5'	Y	Y	Y	Y	?		Jun-Aug
<i>Thymus</i> spp. <sup>b</sup>	Thyme	L-M	S	< .5'	Y	Y	Y	Y	Y		Jun-Jul
<i>Veronica pectinata</i>	Speedwell	L-M	S	< .5'	Y	Y	Y	Y	Y		Apr-Jul
<i>Vinca minor</i> <sup>b</sup>	Periwinkle, myrtle	H	Sh	< 1'	Y	Y	Y	Y	?		Apr-Jun
<i>Waldsteinia</i> sp. <sup>b</sup>	Barren strawberry	M-H	Sh/PS	< 1'	Y	Y	Y	Y	?		May-Jun
<b>Shrubs</b>											
<i>Arctostaphylos nevadensis</i> <sup>ab</sup>	Pinemat manzanita	M	S/PS	1 - 2'	Y	Y	Y	N	N		n/a
<i>Arctostaphylos patula</i> <sup>a</sup>	Greenleaf manzanita	M	S/PS	3 - 4'	Y	Y	Y	N	N		n/a
<i>Arctostaphylos uva-ursi</i> <sup>ab</sup>	Kinnikinnick, bearberry	M	S/Sh	1'	Y	Y	Y	Y	Y		n/a
<i>Betula glandulosa</i> <sup>a</sup>	Bog birch	H	S/PS	6 - 8'	Y	Y	Y	Y	Y		n/a
<i>Calluna</i> sp.	Heather	H	S/PS	2'	Y	Y	Y	?	?		Jul-Aug
<i>Ceanothus fendleri</i> <sup>a</sup>	Buckbrush, mountain lilac	M	S	2'	Y	Y	Y	?	?		Jul
<i>Cercocarpus intricatus</i>	Little-leaf mountain	VL-L	S	4 - 6'	Y	Y	Y	Y	?		n/a



	mahogany									
<i>Cercocarpus montanus</i> <sup>nc</sup>	True mountain mahogany	L-M	S	4-6'	Y	Y	Y	Y	?	n/a
<i>Chrysothamnus</i> spp. <sup>a</sup>	Rabbitbrush	VL-L	S	2-6'	Y	Y	Y	Y	Y	Jul-Aug
<i>Cornus stolonifera</i> <sup>d</sup>	Redtwig dogwood	H	S/Sh	4-6'	Y	Y	Y	Y	Y	n/a
<i>Cotoneaster horizontalis</i>	Spreading cotoneaster	M	SPS	2-3'	Y	Y	Y	Y	?	May-Jun
<i>Daphne burkwoodii</i>	Burkwood daphne	M	SPS	2-3'	Y	Y	Y	?	?	Apr-Jun
<i>Erica</i> sp.	Heath	H	SPS	1'	Y	Y	Y	?	?	Jan-Mar
<i>Euonymus alatus</i>	Burning bush euonymus	M	S/Sh	1-6'	Y	Y	Y	?	?	n/a
<i>Fallugia paradoxa</i> <sup>a</sup>	Apache plume	VL-L	S	2-4'	Y	Y	Y	Y	Y	Jun-Oct
<i>Holodiscus dumosus</i> <sup>a</sup>	Ocean spray, cliff/rock spirea	L-M	SPS	4'	Y	Y	Y	Y	Y	Jun
<i>Jamecia americana</i> <sup>a</sup>	Wax flower	M-H	S/Sh	2-6'	Y	Y	Y	Y	Y	Jun
<i>Lonicera tatarica</i>	Tatarian honeysuckle	M	SPS	4-6'	Y	Y	Y	Y	Y	May-Jun
<i>Mahonia aquifolium</i>	Oregon grape holly	M-H	S/Sh	4-6'	Y	Y	Y	?	?	May-Jun
<i>Mahonia repens</i> <sup>ab</sup>	Creeping grape holly	L-H	S/Sh	1-2'	Y	Y	Y	Y	Y	Mar-May
<i>Philadelphus microphyllus</i> <sup>a</sup>	Little-leaf mockorange	M	S	2-3'	Y	Y	Y	Y	?	Jun
<i>Physocarpus monogynus</i> <sup>a</sup>	Mountain ninebark	M	S/Sh	2-4'	Y	Y	Y	Y	Y	Jun
<i>Potentilla fruticosa</i> <sup>d</sup>	Shrubby cinquefoil	M	SPS	2-3'	Y	Y	Y	Y	Y	May-Sep
<i>Prunus besseyi</i> <sup>a</sup>	Western sand cherry	L-M	S	1-3'	Y	Y	Y	Y	?	May
<i>Purshia tridentata</i> <sup>a</sup>	Antelope bitterbrush	L-M	S	1-2'	Y	Y	Y	?	?	Jun-Aug
<i>Ribes aureum</i> <sup>a</sup>	Golden currant	M	SPS	2-3'	Y	Y	Y	Y	Y	Apr-May
<i>Rosa woodii</i> <sup>a</sup>	Woods' or native wild rose	M	SPS	2-3'	Y	Y	Y	Y	Y	Jun-Jul
<i>Shepherdia canadensis</i> <sup>a</sup>	Russet buffaloberry	M-H	S	5-6'	Y	Y	Y	Y	Y	n/a

<i>Symphoricarpos</i> spp. <sup>d</sup>	Snowberry, coralberry	M	S/PS	2-3'	Y	Y	Y	Y	Y	n/a
<i>Viburnum edule</i> <sup>a</sup>	Highbush cranberry	H	S	6-8'	Y	Y	Y	Y	Y	May- Jun
<i>Yucca baccata</i> <sup>a</sup>	Banana or broad-leaf yucca	VL-L	S/PS	2-3'	Y	Y	Y	N	N	Jun
<i>Yucca filamentosa</i>	Adams needle	M	S/PS	2-3'	Y	Y	Y	N	N	Jun
<i>Yucca glauca</i> <sup>a</sup>	Spanish bayonet, small soapweed, Great Plains yucca	VL-L	S/PS	2-3'	Y	Y	Y	Y	?	Jun
<b>Large Shrubs and Trees</b>										
<i>Acer ginnala</i>	Ginnala maple	M-H	S	6-10'	Y	Y	Y	Y	Y	n/a
<i>Acer glabrum</i> <sup>a</sup>	Rocky Mountain maple	M-H	S/Sh	6-10'	Y	Y	Y	Y	Y	n/a
<i>Acer grandidentatum</i> <sup>a</sup>	Wasatch maple	M	S/PS	10-20'	Y	Y	Y	Y	?	n/a
<i>Alnus tenuifolia</i> <sup>a</sup>	Thinleaf alder	H	S/PS	6-8'	Y	Y	Y	Y	Y	Apr
<i>Amelanchier alnifolia</i> <sup>a</sup>	Saskatoon alder- leaf serviceberry	M	S/PS	6-8'	Y	Y	Y	Y	Y	Apr- May
<i>Amelanchier utahensis</i> <sup>a</sup>	Utah serviceberry	VL-M	S	4-6'	Y	Y	N	N	N	May
<i>Betula fontinalis</i> <sup>a</sup>	River birch	H	S/PS	6-8'	Y	Y	Y	Y	?	n/a
<i>Cercocarpus ledifolius</i> <sup>a</sup>	Mountain mahogany	VL-L	S	6-15'	Y	Y	?	N	N	n/a
<i>Corylus cornuta</i> <sup>a</sup>	Filbert, beaked hazelnut	H	S/Sh	5-6'	Y	Y	Y	?	?	n/a
<i>Crataegus</i> spp. <sup>a</sup>	Hawthorn (several native)	M	S	6-8'	Y	Y	Y	Y	?	May
<i>Fraxinus pensylvanica</i>	Green ash	M-H	S	20-25'	Y	Y	Y	Y	?	n/a
<i>Gleditsia triacanthos</i>	Honeylocust	M-H	S	60-70'	Y	Y	N	N	N	May
<i>Malus</i> sp.	Crabapple	M	S	10-15'	Y	Y	Y	Y	N	Apr- May
<i>Physocarpus opulifolius</i> <sup>a</sup>	Tall ninebark	M	S/PS	4-6'	Y	Y	Y	?	N	May
<i>Populus tremuloides</i> <sup>a</sup>	Aspen	M	S	8-25'	Y	Y	Y	Y	Y	n/a
<i>Prunus</i>	American wild	M	S/PS	4-6'	Y	Y	Y	Y	N	Apr







665845 12/23/2004 11:18A B1650 P645 M ALSDORF  
1 of 4 R 21.00 D 0.00 GARFIELD COUNTY CO

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**FIRST SUPPLEMENT TO  
FIRST AMENDED AND RESTATED MASTER DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LAKOTA CANYON RANCH**

This First Supplement to First Amended and Restated Master Declaration of Protective Covenants, Conditions and Restrictions for Lakota Canyon Ranch (the "First Supplement") is made by Lakota Canyon Ranch Development, LLC a Colorado limited liability company (the "Declarant"), this 23 day of December, 2004, for the purposes recited herein.

**RECITALS**

- A. The First Amended and Restated Master Declaration of Protective Covenants, Conditions and Restrictions for Lakota Canyon Ranch (the "Master Declaration") was executed by the Declarant on October 15, 2004, and recorded in the real property records of County of Garfield on October 19, 2004, as Reception No. 661954. Both the Master Declaration and this First Supplement touch and concern the real property described in Exhibit "A" (the "Property"), attached hereto and incorporated herein by this reference.
- B. Pursuant to Section 6.5 of the Master Declaration, Declarant reserved the right to annex to the Common Interest Community all or any part of the Expansion Property as defined in Section 2.20. The Annexation procedure is specified in Section 6.6 of the Master Declaration.
- C. The Colorado Common Interest Ownership Act, at C.R.S. § 38-33.3-210(1), requires a Declarant to "prepare, execute, and record an amendment to the declaration" "to exercise any development right reserved under" the Act. The Declarant intends this First Supplement to act as a special and technical amendment, as allowed by the Act and the Master Declaration.

WHEREFORE, the Declarant has executed and caused to be recorded this First Supplement pursuant to the Master Declaration and the Colorado Common Interest Ownership Act for the purposes recited above.

- 1. Annexation of Property. The Property is hereby annexed to and made a part of the Common Interest Community, as that term is defined in the Master Declaration, and shall be subject to the provisions of the Master Declaration and the jurisdiction of the Lakota Canyon Ranch Master Association, Inc. (the "Asssocation"). The Property has been subdivided into twenty-two (22) Lots, as that term is defined in the Master Declaration. The Lots shall be designated by the numbers set forth on the Final Plat.
- 2. Recalculation of Allocated Interests. Pursuant to Section 6.6 and other applicable provisions of the Master Declaration, the Allocated Interests appurtenant to each Lot or Unit in the Common Interest Community shall be as described on Exhibit B, attached hereto and incorporated here by this reference. Exhibit A to the Master Declaration is fully superseded by Exhibit B of this First Supplement. Owners of Lots

04000791



*Return to Howard Little*

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665845 12/23/2004 11:18A B1650 P647 M ALSDORF  
3 of 4 R 21.00 D 0.00 GARFIELD COUNTY CO

EXHIBIT A

ALL THAT LAND DESCRIBED ON THE FINAL PLAT OF LAKOTA CANYON RANCH,  
FILING 3, PHASE 1, RECORDED December 23, 2004, AS RECEPTION NO. 665843  
OF THE CLERK AND RECORDER'S OFFICE, GARFIELD COUNTY, COLORADO

665845 12/23/2004 11:18A B1650 P648 M ALSDORF  
 4 of 4 R 21.00 D 0.00 GARFIELD COUNTY CO

EXHIBIT B

ALLOCATED INTERESTS  
LAKOTA CANYON RANCH FILINGS 1 AND 2, FILING 3, PHASE 1  
AND WHITEHORSE VILLAGE, PHASE 1

<u>Lots or Units</u>	<u>Common Expense Liability</u>	<u>Vote</u>
Block A-5, Lots 1-6, inclusive	Each Lot: 1/216	Each Lot: 1 Vote
Block A-6, Lots 1-6, inclusive	Each Lot: 1/216	Each Lot: 1 Vote
Block B-6, Lots 1-6, inclusive	Each Lot: 1/216	Each Lot: 1 Vote
Block B-7, Lots 1-6, inclusive	Each Lot: 1/216	Each Lot: 1 Vote
Block B-8, Lots 1-6, inclusive	Each Lot: 1/216	Each Lot: 1 Vote
Block C, Lots 1- 24, inclusive	Each Lot: 1/216	Each Lot: 1 Vote
Block D, Lots 1- 12, inclusive	Each Lot: 1/216	Each Lot: 1 Vote
Block E, Duplex Lots 1-13, containing Units 1-26, inclusive	Each Unit: 1/216	Each Unit: 1 Vote
Block F, Lots 1- 21, inclusive	Each Lot: 1/216	Each Lot: 1 Vote
Block G, Lots 1-21, inclusive	Each Lot: 1/216	Each Lot: 1 Vote
Block H, Lots 1-33, inclusive	Each Lot: 1/216	Each Lot: 1 Vote
Block I, Lots 1-27, inclusive	Each Lot: 1/216	Each Lot: 1 Vote
Filing 3, Phase 1, Lots 1-22, inclusive	Each Lot: 1/216	Each Lot: 1 Vote
 Total Lots and Units: 216	 Total Common Expense	 Total Votes: 216
	Liabilities: 216/216	

Notes to Allocated Interests

1. The allocation of interests as shown hereon supersede and replace, in their entirety, the allocation of interests as shown on Exhibit A to the First Amended and Restated Master Declaration. The Allocated Interests as set forth above shall be utilized for all intents and purposes of the Master Declaration until revised in accordance with the provisions thereof.
2. There shall be no Allocated Interests for Future Development Areas 1, 2 and 3, as shown on the Final Block Plat, Whitehorse Village at Lakota Canyon Ranch, Phase 1, unless and until a Final Block Plat for such Future Development Areas is approved and recorded and a Supplement to the Master Declaration is executed and recorded.



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

**Issued By**  
**Fidelity National Title Insurance Company**

*Fidelity National Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.*

*This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.*

*All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.*

*The Company will provide a sample of the policy form upon request.*

*IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.*

Aspen Title & Escrow  
449 East Hopkins Avenue  
Aspen, CO 81611  
T: (970) 925-1177  
F: (888) 885-0805  
License #:694340

Countersigned :

Susan Sarver, License #: 271422  
Authorized Signatory

**Fidelity National Title Insurance Company**

By:   
Michael J. Nolan  
President

ATTEST:   
Marjorie Nemzura  
Secretary





# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

**Issued By**  
**Fidelity National Title Insurance Company**

### CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. **ARBITRATION**  
*The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance 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. You may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.*



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE A

Name and Address of Title Insurance Company:

Aspen Title & Escrow, LLC  
449 E. Hopkins Ave., Aspen, CO 81611

Office File No.: Pre-2022-912-TBD

1. Effective Date: 04/22/2022 at 8:00 AM

2. Policy or Policies to be issued:

a) ALTA Homeowner's Policy

Policy Amount: \$

PROPOSED INSURED: **To Be Determined**

3. The estate or interest in the Land described or referred to in this Commitment and covered herein is: Fee Simple

4. Title to the Fee Simple estate or interest in said Land is at the effective date hereof vested in:

[RG Lakota II, LLC, a Colorado limited liability company](#)

5. The Land referred to in this Commitment is described as follows:

The land is described as set forth in Exhibit A attached hereto and made a part hereof.

PREMIUMS:

TBD Title Commitment Fee: \$300.00







# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### EXHIBIT A – PROPERTY DESCRIPTION

Office File No.: Pre-2022-912-TBD

Situated in the County of Garfield and State of Colorado described as follows:

(PARCEL 1):

Parcel C-2,  
SECOND AMENDED AND RESTATED SUBDIVISION EXCLUSION/EXEMPTION MAP, according to the Plat thereof recorded  
October 19, 2006 as [Reception No. 709280](#).





# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B - SECTION I REQUIREMENTS FOR COVERAGE

The following Requirements are to be complied with:

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. A satisfactory owner's affidavit must be completed, executed and returned to the Company.
6. Payment of any and all assessments now due and payable.
7. Release by the Public Trustee of the Deed of Trust from RG Lakota Holdings, LLC for the use of Timberline Bank to secure \$900,000.00, recorded June 30, 2020 as [Reception No. 937623](#) .  
  
Assignment of Rents, filed in connection with the above Deed of Trust, recorded June 30, 2020 as [Reception No. 937624](#) .
8. Release by the Public Trustee of the Deed of Trust from RG Lakota Holdings, LLC for the use of Timberline Bank to secure \$150,000.00, recorded October 14, 2020 as [Reception No. 943654](#) .  
  
Assignment of Rents, filed in connection with the above Deed of Trust, recorded October 14, 2020 as [Reception No. 943655](#) .
9. The Company requires from RG Lakota II, LLC for its review the following:
  - a) Copy of the Operating Agreement and the regulations of the limited liability company and any amendments thereof
  - b) Execution and recordation of Statement of Authority
10. Duly authorized and executed Deed from , to To Be Determined, to be executed and recorded at closing.

NOTICE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

NOTE: A 24 month Chain of title has been completed and we find the following:

Bargain and Sale Deed recorded May 20, 2021 as [Reception No. 956668](#) .

NOTE: Exception No. 1-4 will not appear on the Owners Policy, Exception No. 5 will be removed from the policy provided the company conducts the closing.





# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B - SECTION I REQUIREMENTS FOR COVERAGE

NOTE: Exception No. 6 under Schedule B, Section II of this commitment will be amended in the policy or policies to be issued pursuant hereto, to read "Taxes and Assessments for the year 2022 and subsequent years, a lien, not yet due or payable".

NOTE: This TBD Commitment is for INFORMATIONAL PURPOSES ONLY

**END OF SCHEDULE B – SECTION I**





# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B – SECTION II EXCEPTIONS FROM COVERAGE

Schedule B of the Policy or Policies to be issued will contain Exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date, but prior to the date that the proposed insured acquires record title, for value, of the estate or interest or mortgage thereon covered by this Commitment.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Water rights, claims of title to water, whether or not these matters are shown by the Public Records
8. Rights of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted and a right of way for ditches or canals as constructed by the authority of the United States Patent recorded October 24, 1895 in Book 12 at Page 384 as [Reception No. 18783](#) .
9. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent October 24, 1895 in Book 12 at Page 384 as [Reception No. 18783](#) .
10. Any and all Placer and Lode Mining Claims, and any and all assignments or record, or otherwise, thereof, or interest therein.
11. Right of way recorded March 22, 1934 in Book 174 at page 555 as [Reception No. 117059](#) .
12. Reservations of an undivided one-half (1/2) percent interest in all oil, gas and other minerals in, on or under said lands, together with the right to prospect for and remove the same, as reserved by Brown Land and Cattle Company, Inc. in Warranty Deed recorded August 15, 1986 in Book 693 at Page 460 as [Reception No. 373515](#) , and any and all assignment of record, or otherwise, thereof, or interests therein.
13. Terms, conditions, provisions and obligations contained in Town of New Castle Resolution No. TC 99-7 recorded June 16, 1999 in Book 1135 at page 481 as [Reception No. 547370](#) .
14. Terms, conditions, provisions and obligations contained in Town of New Castle Resolution No. TC 99-8 recorded June 16, 1999 in Book 1135 at page 484 as [Reception No. 547371](#) .
15. Terms, conditions, provisions and obligations contained in Town of New Castle Resolution No. TC 99-9 recorded June 16, 1999 in Book 1135 at page 489 as R [ception No. 547372](#) .



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

16. Terms, conditions, provisions and obligations contained in Annexation and Development Agreement recorded June 16, 1999 in Book 1135 at Page 520 as [Reception No. 547373](#) , Fifth Amendment recorded May 2, 2005 in Book 1683 at Page 556 as [Reception No. 673289](#) .
17. Easements, rights of way and all other matters shown on the Plat of Faas Annexation, recorded June 16, 1999 as [Reception No. 547374](#) .
18. Terms, conditions, provisions and obligations contained in Town of New Castle Ordinance No. 99-10 recorded June 16, 1999 in Book 1135 at Page 548 as [Reception No. 547375](#) .
19. Terms, conditions, provisions and obligations contained in Town of New Castle Ordinance No. 2002-8 recorded July 1, 2002 in Book 1366 at Page 337 as [Reception No. 606212](#) .
20. Terms, conditions, provisions and obligations contained in Restrictive Covenants and reservations of easements as disclosed in Special Warranty Deed recorded July 1, 2002 in Book 1366 at Page 353 as [Reception No. 606214](#) .
21. Easements, rights of way and all other matters shown on the Plat of Eagles Ridge Ranch Subdivision Exclusion/Exemption Plat recorded July 17, 2002 as [Reception No. 607173](#) .
22. Terms, conditions, provisions and obligations contained in Easement Agreement recorded July 30, 2002 in Book 1373 at Page 679 as [Reception No. 607900](#) .
23. Terms, conditions, provisions and obligations contained in Town of New Castle Ordinance No. 2002-18 recorded January 8, 2003 in Book 1424 at Page 970 as [Reception No. 618284](#) .
24. Terms, conditions, provisions and obligations contained in Easement Agreement (Lower Eagle Way) recorded January 8, 2003 in Book 1425 at Page 150 as [Reception No. 618289](#) , Assignment of Easement recorded January 8, 2003 in Book 1425 at Page 188 as [Reception No. 618294](#) .
25. Terms, conditions, provisions and obligations contained in Water Tank and Water Line Easement Agreement recorded January 8, 2003 in Book 1425 at Page 155 as [Reception No. 618290](#) , Assignment of Easement recorded January 8, 2003 in Book 1425 at Page 189 as [Reception No. 618295](#) .
26. Terms, conditions, provisions and obligations contained in Blanket Easement Agreement – Utilities and Drainage recorded January 8, 2003 in Book 1425 at page 162 as [Reception No. 618291](#) , Assignment of Easement recorded January 8, 2003 in Book 1425 at Page 190 as [Reception No. 618296](#) .
27. Terms, conditions, provisions and obligations contained in Emergency Access Easement Agreement recorded January 8, 2003 in Book 1425 at Page 170 as [Reception No. 618292](#) .
28. Terms, conditions, provisions and obligations contained in Water Storage Tank Agreement recorded January 8, 2003 in Book 1425 at Page 238 as [Reception No. 618303](#) .
29. Terms, conditions, provisions and obligations contained in Town of New Castle Ordinance No. 2003-2 recorded July 18, 2003 in Book 1494 at Page 621 as [Reception No. 632117](#) .
30. Easements, rights of way and all other matters shown on the Amended and Restated Exclusion/Exemption Map of Lakota Canyon Ranch (Formerly Eagle Ridge Ranch), recorded July 18, 2003 as [Reception No. 632118](#) .



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

31. Terms, conditions, provisions and obligations contained in Reservation of easements as described in Special Warranty Deed recorded July 23, 2003 in Book 1496 at Page 350 as [Reception No. 632375](#) .
32. Terms, conditions, provisions and obligations contained in Bylaws of Lakota Canyon Ranch Master Association, Inc., recorded December 11, 2003 in Book 1545 at Page 939 as [Reception No. 642713](#) .
33. Terms, conditions, provisions and obligations contained in Amendment to Water Lease recorded May 6, 2004 in Book 1585 at Page 91 as [Reception No. 651587](#) . Insofar as the same may affect subject property.
34. First Amended and Restated Master Declaration of Protective Covenants, Conditions and Restrictions for Lakota Canyon Ranch recorded October 19, 2004 in book 1632 at Page 9 as [Reception No. 661954](#) , First Supplement to First Amended and Restated Mater Declaration, recorded December 23, 2004 in Book 650 at Page 645 as [Reception No. 665845](#) , Second Supplement recorded August 10, 2005 in Book 1715 at Page 459 as [Reception No. 679902](#) , Amendment to the First and Second Supplements recorded February 8, 2006 in book 1770 at Page 826 as [Reception No. 691983](#) , Third Supplement recorded October 19, 2006 in Book 1854 at Page 684 as [Reception No. 709285](#) , Amendment to the Third Supplement recorded December 28, 2007 as [Reception No. 740134](#) , Fourth Supplement recorded February 4, 2008 as [Reception No. 742261](#) .
35. Terms, conditions, provisions and obligations contained in Town of New Castle Ordinance No. 2004-8 recorded October 19, 2004 in Book 1632 at Page 118 as [Reception No. 661956](#) .
36. Easements, rights of way and all other matters shown on the Second Amended and Restated Subdivision Exclusion/Exemption Map of Lakota Canyon Ranch (formerly Eagles Ridge Ranch) recorded October 19, 2006 as [Reception No. 709280](#) .
37. Terms, conditions, provisions and obligations contained in Third Amendment to Subdivision Improvements Agreement for Lakota Canyon Ranch, Filings 1 and 2, recorded March 26, 2007 in Book 1906 at Page 9 as [Reception No. 719590](#) .
38. Terms, conditions, provisions and obligations contained in Release from Golf Course Easement Agreement recorded July 27, 2007 in Book 1955 at Page 272 as [Reception No. 729171](#) .
39. Terms, conditions, provisions and obligations contained in Agreement recorded December 16, 2008 as [Reception No. 760175](#) .
40. Terms, conditions, provisions and obligations contained in 2013 Amendment to Development Agreements for Lakota Canyon Ranch PUD, recorded March 29, 2013 as [Reception No. 833371](#) .
41. Terms, conditions, provisions and obligations contained in Notice for Special Declarant Rights Transfer recorded January 20, 2014 as [Reception No. 845410](#) .

### END OF SCHEDULE B – SECTION II



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

**Issued By**  
**Fidelity National Title Insurance Company**

*Fidelity National Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.*

*This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.*

*All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.*

*The Company will provide a sample of the policy form upon request.*

*IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.*

Aspen Title & Escrow  
449 East Hopkins Avenue  
Aspen, CO 81611  
T: (970) 925-1177  
F: (888) 885-0805  
License #:694340

Countersigned :

Susan Sarver, License #: 271422  
Authorized Signatory

**Fidelity National Title Insurance Company**

By:   
Michael J. Nolan  
President

ATTEST:   
Marjorie Nemzura  
Secretary





# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

**Issued By**  
**Fidelity National Title Insurance Company**

### CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. **ARBITRATION**  
*The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance 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. You may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.*





# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE A

Name and Address of Title Insurance Company:

Aspen Title & Escrow, LLC,  
449 E, Hopkins Ave., Aspen, CO 81611

Office File No.: Pre-2022-913-TBD

Loan No.:

1. Effective Date: 04/22/2022 at 8:00 AM

2. Policy or Policies to be issued:

a) ALTA Homeowner's Policy

Policy Amount: \$ TBD

PROPOSED INSURED: To Be Determined

3. The estate or interest in the Land described or referred to in this Commitment and covered herein is: Fee Simple

4. Title to the Fee Simple estate or interest in said Land is at the effective date hereof vested in:

[RG Lakota II, LLC, a Colorado limited liability company](#)

5. The Land referred to in this Commitment is described as follows:

The land is described as set forth in Exhibit A attached hereto and made a part hereof.

PREMIUMS:

TBD Title Commitment Fee: \$300.00





# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### EXHIBIT A – PROPERTY DESCRIPTION

Office File No.: Pre-2022-913-TBD

Situated in the County of Garfield and State of Colorado described as follows:

(PARCEL 5:)

Future Development Parcel,  
LAKOTA CANYON RANCH FILING 3, PHASE 1, according to the Plat thereof recorded December 23, 2004 as [Reception No. 665843](#).





# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B - SECTION I REQUIREMENTS FOR COVERAGE

The following Requirements are to be complied with:

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. A satisfactory owner's affidavit must be completed, executed and returned to the Company.
6. Payment of any and all assessments now due and payable.
7. Release by the Public Trustee of the Deed of Trust from RG Lakota Holdings, LLC for the use of Timberline Bank to secure \$900,000.00, recorded June 30, 2020 as [Reception No. 937623](#) .  
  
Assignment of Rents, filed in connection with the above Deed of Trust, recorded June 30, 2020 as [Reception No. 937624](#) .
8. Release by the Public Trustee of the Deed of Trust from RG Lakota Holdings, LLC for the use of Timberline Bank to secure \$150,000.00, recorded October 14, 2020 as [Reception No. 943654](#) .  
  
Assignment of Rents, filed in connection with the above Deed of Trust, recorded October 14, 2020 as [Reception No. 943655](#) .
9. The Company requires from RG Lakota II, LLC for its review the following:
  - a) Copy of the Operating Agreement and the regulations of the limited liability company and any amendments thereof
  - b) Execution and recordation of Statement of Authority
10. Duly authorized and executed Deed from RG Lakota II, LLC, a Colorado limited liability company, to To Be Determined, to be executed and recorded at closing.

NOTICE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

NOTE: A 24 month Chain of title has been completed and we find the following: Bargain and Sale Deed recorded May 20, 2021 as [Reception No. 956668](#) .

NOTE: Exception No. 1-4 will not appear on the Owners Policy, Exception No. 5 will be removed from the policy provided the company conducts the closing.





# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B - SECTION I REQUIREMENTS FOR COVERAGE

NOTE: Exception No. 6 under Schedule B, Section II of this commitment will be amended in the policy of policies to be issued pursuant hereto, to read "Taxes and Assessments for the year 2022 and subsequent years, a lien, not yet due or payable".

NOTE: This TBD Commitment is for INFORMATIONAL PURPOSES ONLY

**END OF SCHEDULE B – SECTION I**





# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B – SECTION II EXCEPTIONS FROM COVERAGE

Schedule B of the Policy or Policies to be issued will contain Exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date, but prior to the date that the proposed insured acquires record title, for value, of the estate or interest or mortgage thereon covered by this Commitment.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
8. Rights of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted and a right of way for ditches or canals as constructed by the authority of the United States Patent recorded October 24, 1895 in Book 12 at Page 384 as [Reception No. 18783](#) .
9. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent October 24, 1895 in Book 12 at Page 384 as [Reception No. 18783](#) .
10. Any and all Placer and Lode Mining Claims, and any and all assignments or record, or otherwise, thereof, or interest therein.
11. Terms, conditions, provisions and obligations contained in Easement and right of way for the Prendergrast Ditch by and rights-of-says for ditch laterals as disclosed by Warranty Deed recorded January 29, 1915 in Book 93 at page 559 as [Reception No. 51104](#) .
12. Terms, conditions, provisions and obligations contained in Easement and right of way for the Prendergrast Enlargement and Extension of the Spion-Kop Ditches as disclosed by Quit Claim Deed recorded May 27, 1926 in Book 133 at page 473 as Reception No. 95133.
13. Right of way recorded March 22, 1934 in Book 174 at page 555 as [Reception No. 117059](#) .
14. Reservations of an undivided one-half (1/2) percent interest in all oil, gas and other minerals in, on or under said lands, together with the right to prospect for and remove the same, as reserved by Brown Land and Cattle Company, Inc. in Warranty Deed recorded August 15, 1986 in Book 693 at Page 460 as [Reception No. 373515](#) , and any and all assignment of record, or otherwise, thereof, or interests therein.



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

15. Terms, conditions, provisions and obligations contained in Town of New Castle Resolution No. TC 99-7 recorded June 16, 1999 in Book 1135 at page 481 as [Reception No. 547370](#) .
16. Terms, conditions, provisions and obligations contained in Town of New Castle Resolution No. TC 99-8 recorded June 16, 1999 in Book 1135 at page 484 as [Reception No. 547371](#) .
17. Terms, conditions, provisions and obligations contained in Town of New Castle Resolution No. TC 99-9 recorded June 16, 1999 in Book 1135 at page 489 as [Reception No. 547372](#) .
18. Terms, conditions, provisions and obligations contained in Annexation and Development Agreement recorded June 16, 1999 in Book 1135 at Page 520 as [Reception No. 547373](#) , Fifth Amendment recorded May 2, 2005 in Book 1683 at Page 556 as [Reception No. 673289](#) .
19. Easements, rights of way and all other matters shown on the Plat of Faas Annexation, recorded June 16, 1999 as [Reception No. 547374](#) .
20. Terms, conditions, provisions and obligations contained in Town of New Castle Ordinance No. 99-10 recorded June 16, 1999 in Book 1135 at Page 548 as [Reception No. 547375](#) .
21. Terms, conditions, provisions and obligations contained in Town of New Castle Ordinance No. 2002-8 recorded July 1, 2002 in Book 1366 at Page 337 as [Reception No. 606212](#) .
22. Terms, conditions, provisions and obligations contained in Restrictive Covenants and reservations of easements as disclosed in Special Warranty Deed recorded July 1, 2002 in Book 1366 at Page 353 as [Reception No. 606214](#) .
23. Easements, rights of way and all other matters shown on the Plat of Eagles Ridge Ranch Subdivision Exclusion/Exemption Plat recorded July 17, 2002 as [Reception No. 607173](#) .
24. Terms, conditions, provisions and obligations contained in Easement Agreement recorded July 30, 2002 in Book 1373 at Page 679 as [Reception No. 607900](#) .
25. Terms, conditions, provisions and obligations contained in Town of New Castle Ordinance No. 2002-18 recorded January 8, 2003 in Book 1424 at Page 970 as [Reception No. 618284](#) .
26. Terms, conditions, provisions and obligations contained in Easement Agreement (Lower Eagle Way) recorded January 8, 2003 in Book 1425 at Page 150 as [Reception No. 618289](#) , Assignment of Easement recorded January 8, 2003 in Book 1425 at Page 188 as [Reception No. 618294](#) .
27. Terms, conditions, provisions and obligations contained in Water Tank and Water Line Easement Agreement recorded January 8, 2003 in Book 1425 at Page 155 as [Reception No. 618290](#) , Assignment of Easement recorded January 8, 2003 in Book 1425 at Page 189 as [Reception No. 618295](#) .
28. Terms, conditions, provisions and obligations contained in Blanket Easement Agreement – Utilities and Drainage recorded January 8, 2003 in Book 1425 at page 162 as [Reception No. 618291](#) , Assignment of Easement recorded January 8, 2003 in Book 1425 at Page 190 as [Reception No. 618296](#) .
29. Terms, conditions, provisions and obligations contained in Golf Course Easement Agreement recorded January 8, 2003 in book 1425 at Page 178 as [Reception No. 618293](#) , Addendum No. 1 recorded July 23, 2003 in Book 1496 at Page 344 as [Reception No. 632372](#) .



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

30. Terms, conditions, provisions and obligations contained in Water Storage Tank Agreement recorded January 8, 2003 in Book 1425 at Page 238 as [Reception No. 618303](#) .
31. Easements, rights of way and all other matters shown on the First Amended and Restated Final Subdivision Plat of Lakota Canyon Ranch, Filing No. 1 recorded July 18, 2003 as [Reception No. 632116](#) .
32. Terms, conditions, provisions and obligations contained in Town of New Castle Ordinance No. 2003-2 recorded July 18, 2003 in Book 1494 at Page 621 as [Reception No. 632117](#) .
33. Easements, rights of way and all other matters shown on the Amended and Restated Exclusion/Exemption Map of Lakota Canyon Ranch (Formerly Eagle Ridge Ranch), recorded July 18, 2003 as [Reception No. 632118](#) .
34. Terms, conditions, provisions and obligations contained in Reservation of easements as described in Special Warranty Deed recorded July 23, 2003 in Book 1496 at Page 350 as [Reception No. 632375](#) .
35. Terms, conditions, provisions and obligations contained in Bylaws of Lakota Canyon Ranch Master Association, Inc., recorded December 11, 2003 in Book 1545 at Page 939 as [Reception No. 642713](#) .
36. Terms, conditions, provisions and obligations contained in Amendment to Water Lease recorded May 6, 2004 in Book 1585 at Page 91 as [Reception No. 651587](#) .
37. First Amended and Restated Master Declaration of Protective Covenants, Conditions and Restrictions for Lakota Canyon Ranch recorded October 19, 2004 in book 1632 at Page 9 as [Reception No. 661954](#) , First Supplement to First Amended and Restated Mater Declaration, recorded December 23, 2004 in Book 650 at Page 645 as [Reception No. 665845](#) , Second Supplement recorded August 10, 2005 in Book 1715 at Page 459 as [Reception No. 679902](#) , Amendment to the First and Second Supplements recorded February 8, 2006 in book 1770 at Page 826 as [Reception No. 691983](#) , Third Supplement recorded October 19, 2006 in Book 1854 at Page 684 as [Reception No. 709285](#) , Amendment to the Third Supplement recorded December 28, 2007 as [Reception No. 740134](#) , Fourth Supplement recorded February 4, 2008 as [Reception No. 742261](#) .
38. Terms, conditions, provisions and obligations contained in Town of New Castle Ordinance No. 2004-8 recorded October 19, 2004 in Book 1632 at Page 118 as [Reception No. 661956](#) .
39. Terms, conditions, provisions and obligations contained in Agreement for Temporary Road Easement recorded October 19, 2004 in Book 1632 at Page 156 as [Reception No. 661960](#) .
40. Terms, conditions, provisions and obligations contained in Town of New Castle Ordinance No. 2004-20 recorded December 23, 2004 in Book 1650 at Page 617 as [Reception No. 665842](#) .
41. Easements, rights of way and all other matters shown on the Second Amended and Restated Subdivision Exclusion/Exemption Map of Lakota Canyon Ranch (formerly Eagles Ridge Ranch) recorded October 19, 2006 as [Reception No. 709280](#) .
42. Easements, rights of way and all other matters shown on the Final Plat of Lakota Canyon Ranch Filing 5 ( A resubdivision of Parcel C3-1 as shown on the Second Amended and Restated Subdivision Exclusion/Exemption Map of Lakota Canyon Ranch, formerly Eagles Ridge Ranch) recorded October 19, 2006 as [Reception No. 709283](#) .
43. Terms, conditions, provisions and obligations contained in Third Amendment to Subdivision Improvements Agreement for Lakota Canyon Ranch, Filings 1 and 2, recorded March 26, 2007 in Book 1906 at Page 9 as [Reception No. 719590](#) .



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

44. Easements, rights of way and all other matters shown on Detailed Final Plat Block B-8, Whitehorse Village at Lakota Canyon Ranch, Phase 1, recorded July 10, 2007 as [Reception No. 727620](#) , and the Amended Final Block Plat, Block B-8 and Future Development Parcel 3, Whitehorse Village at Lakota Canyon Ranch, Phase 1, recorded July 10, 2007 as [Reception No. 727621](#) .
45. Terms, conditions, provisions and obligations contained in Release from Golf Course Easement Agreement recorded July 27, 2007 in Book 1955 at Page 272 as [Reception No. 729171](#) .
46. Terms, conditions, provisions and obligations contained in First Amendment to Subdivision Improvements Agreement for Whitehorse Village Phase 1, recorded April 9, 2008 as [Reception No. 746213](#) .
47. Terms, conditions, provisions and obligations contained in Agreement recorded December 16, 2008 as [Reception No. 760175](#) .
48. Terms, conditions, provisions and obligations contained in 2013 Amendment to Development Agreements for Lakota Canyon Ranch PUD, recorded March 29, 2013 as [Reception No. 833371](#) .
49. Terms, conditions, provisions and obligations contained in Notice for Special Declarant Rights Transfer recorded January 20, 2014 as [Reception No. 845410](#) .

**END OF SCHEDULE B – SECTION II**





# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

**Issued By**  
**Fidelity National Title Insurance Company**

*Fidelity National Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.*

*This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.*

*All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.*

*The Company will provide a sample of the policy form upon request.*

*IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.*

Aspen Title & Escrow  
449 East Hopkins Avenue  
Aspen, CO 81611  
T: (970) 925-1177  
F: (888) 885-0805  
License #:694340

Countersigned :

Susan Sarver, License #: 271422  
Authorized Signatory

**Fidelity National Title Insurance Company**

By:   
Michael J. Nolan  
President

ATTEST:   
Marjorie Nemzura  
Secretary





# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

**Issued By**  
**Fidelity National Title Insurance Company**

### CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. **ARBITRATION**  
*The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance 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. You may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.*





# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE A

Name and Address of Title Insurance Company:

Aspen Title & Escrow, LLC,  
449 E. Hopkins Ave., Aspen, CO 81611

Office File No.: Pre-2022-914-TBD

1. Effective Date: 04/22/2022 at 8:00 AM

2. Policy or Policies to be issued:

a) ALTA Homeowner's Policy

Policy Amount: \$ TBD

PROPOSED INSURED: **To Be Determined**

3. The estate or interest in the Land described or referred to in this Commitment and covered herein is: Fee Simple

4. Title to the fee simple estate or interest in said Land is at the effective date hereof vested in:

[RG Lakota II, LLC, a Colorado limited liability company](#)

5. The Land referred to in this Commitment is described as follows:

The land is described as set forth in Exhibit A attached hereto and made a part hereof.

PREMIUMS:

TBD Title Commitment Fee: \$300.00





# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### EXHIBIT A – PROPERTY DESCRIPTION

Office File No.: Pre-2022-914-TBD

Situated in the County of Garfield and State of Colorado described as follows:

(PARCEL 2)

Future Development Parce 3,  
FINAL BLOCK PLAT, WHITEHORSE VILLAGE AT LAKOTA CANYON RANCH, according to the Plat thereof recorded  
October 19, 2004 as [Reception No. 661957](#).





# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B - SECTION I REQUIREMENTS FOR COVERAGE

The following Requirements are to be complied with:

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. A satisfactory owner's affidavit must be completed, executed and returned to the Company.
6. Payment of any and all assessments now due and payable.
7. Release by the Public Trustee of the Deed of Trust from RG Lakota Holdings, LLC for the use of Timberline Bank to secure \$900,000.00, recorded June 30, 2020 as [Reception No. 937623](#) .  
  
Assignment of Rents, filed in connection with the above Deed of Trust, recorded June 30, 2020 as [Reception No. 937624](#) .
8. Release by the Public Trustee of the Deed of Trust from RG Lakota Holdings, LLC for the use of Timberline Bank to secure \$150,000.00, recorded October 14, 2020 as [Reception No. 943654](#) .  
  
Assignment of Rents, filed in connection with the above Deed of Trust, recorded October 14, 2020 as [Reception No. 943655](#) .
9. The Company requires from RG Lakota II, LLC for its review the following:
  - a) Copy of the Operating Agreement and the regulations of the limited liability company and any amendments thereof
  - b) Execution and recordation of Statement of Authority
10. Duly authorized and executed Deed from RG Lakota II, LLC, a Colorado limited liability company, to To Be Determined, to be executed and recorded at closing.

NOTICE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

NOTE: A 24 month Chain of title has been completed and we find the following:

Bargain and Sale Deed recorded May 20, 2021 as [Reception No. 956668](#) .

NOTE: Exception No. 1-4 will not appear on the Owners Policy, Exception No. 5 will be removed from the policy





# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B - SECTION I REQUIREMENTS FOR COVERAGE

provided the company conducts the closing.

NOTE: Exception No. 6 under Schedule B, Section II of this commitment will be amended in the policy or policies to be issued pursuant hereto, to read "Taxes and Assessments for the year 2022 and subsequent years, a lien, not yet due or payable".

NOTE: This TBD Commitment is for INFORMATIONAL PURPOSES ONLY

**END OF SCHEDULE B – SECTION I**





# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B – SECTION II EXCEPTIONS FROM COVERAGE

Schedule B of the Policy or Policies to be issued will contain Exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date, but prior to the date that the proposed insured acquires record title, for value, of the estate or interest or mortgage thereon covered by this Commitment.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
8. Rights of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted and a right of way for ditches or canals as constructed by the authority of the United States Patent recorded October 24, 1895 in Book 12 at Page 384 as [Reception No. 18783](#) .
9. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent October 24, 1895 in Book 12 at Page 384 as [Reception No. 18783](#) .
10. Any and all Placer and Lode Mining Claims, and any and all assignments or record, or otherwise, thereof, or interest therein.
11. Terms, conditions, provisions and obligations contained in Easement and right of way for the Prendergrast Ditch by and rights-of-says for ditch laterals as disclosed by Warranty Deed recorded January 29, 1915 in Book 93 at page 559 as [Reception No. 51104](#) .
12. Terms, conditions, provisions and obligations contained in Easement and right of way for the Prendergrast Enlargement and Extension of the Spion-Kop Ditches as disclosed by Quit Claim Deed recorded May 27, 1926 in Book 133 at page 473 as Reception No. 95133.
13. Right of way recorded March 22, 1934 in Book 174 at page 555 as [Reception No. 117059](#) .
14. Reservations of an undivided one-half (1/2) percent interest in all oil, gas and other minerals in, on or under said lands, together with the right to prospect for and remove the same, as reserved by Brown Land and Cattle Company, Inc. in Warranty Deed recorded August 15, 1986 in Book 693 at Page 460 as [Reception No. 373515](#) , and any and all assignment of record, or otherwise, thereof, or interests therein.



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

15. Terms, conditions, provisions and obligations contained in Town of New Castle Resolution No. TC 99-7 recorded June 16, 1999 in Book 1135 at page 481 as [Reception No. 547370](#) .
16. Terms, conditions, provisions and obligations contained in Town of New Castle Resolution No. TC 99-8 recorded June 16, 1999 in Book 1135 at page 484 as [Reception No. 547371](#) .
17. Terms, conditions, provisions and obligations contained in Town of New Castle Resolution No. TC 99-9 recorded June 16, 1999 in Book 1135 at page 489 as [Reception No. 547372](#) .
18. Terms, conditions, provisions and obligations contained in Annexation and Development Agreement recorded June 16, 1999 in Book 1135 at Page 520 as [Reception No. 547373](#) , Fifth Amendment recorded May 2, 2005 in Book 1683 at Page 556 as [Reception No. 673289](#) .
19. Easements, rights of way and all other matters shown on the Plat of Faas Annexation, recorded June 16, 1999 as [Reception No. 547374](#) .
20. Terms, conditions, provisions and obligations contained in Town of New Castle Ordinance No. 99-10 recorded June 16, 1999 in Book 1135 at Page 548 as [Reception No. 547375](#) .
21. Terms, conditions, provisions and obligations contained in Town of New Castle Ordinance No. 2002-8 recorded July 1, 2002 in Book 1366 at Page 337 as [Reception No. 606212](#) .
22. Terms, conditions, provisions and obligations contained in Restrictive Covenants and reservations of easements as disclosed in Special Warranty Deed recorded July 1, 2002 in Book 1366 at Page 353 as [Reception No. 606214](#) .
23. Easements, rights of way and all other matters shown on the Plat of Eagles Ridge Ranch Subdivision Exclusion/Exemption Plat recorded July 17, 2002 as [Reception No. 607173](#) .
24. Terms, conditions, provisions and obligations contained in Easement Agreement recorded July 30, 2002 in Book 1373 at Page 679 as [Reception No. 607900](#) .
25. Terms, conditions, provisions and obligations contained in Town of New Castle Ordinance No. 2002-18 recorded January 8, 2003 in Book 1424 at Page 970 as [Reception No. 618284](#) .
26. Terms, conditions, provisions and obligations contained in Easement Agreement (Lower Eagle Way) recorded January 8, 2003 in Book 1425 at Page 150 as [Reception No. 618289](#) , Assignment of Easement recorded January 8, 2003 in Book 1425 at Page 188 as [Reception No. 618294](#) .
27. Terms, conditions, provisions and obligations contained in Golf Course Easement Agreement recorded January 8, 2003 in book 1425 at Page 178 as [Reception No. 618293](#) , Addendum No. 1 recorded July 23, 2003 in Book 1496 at Page 344 as [Reception No. 632372](#) .
28. Terms, conditions, provisions and obligations contained in Water Storage Tank Agreement recorded January 8, 2003 in Book 1425 at Page 238 as [Reception No. 618303](#) .
29. Terms, conditions, provisions and obligations contained in Town of New Castle Ordinance No. 2003-2 recorded July 18, 2003 in Book 1494 at Page 621 as [Reception No. 632117](#) .





# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

30. Easements, rights of way and all other matters shown on the Amended and Restated Exclusion/Exemption Map of Lakota Canyon Ranch (Formerly Eagle Ridge Ranch), recorded July 18, 2003 as [Reception No. 632118](#) .
31. Terms, conditions, provisions and obligations contained in Town of New Castle Ordinance No. 2003-3 recorded July 23, 2003 in Book 1496 at Page 290 as [Reception No. 632365](#) .
32. Terms, conditions, provisions and obligations contained in Ditch Easement Relocation Agreement recorded July 23, 2003 in Book 1496 at Page 313 as [Reception No. 632366](#) .
33. Terms, conditions, provisions and obligations contained in Bylaws of Lakota Canyon Ranch Master Association, Inc., recorded December 11, 2003 in Book 1545 at Page 939 as [Reception No. 642713](#) .
34. Terms, conditions, provisions and obligations contained in Amendment to Water Lease recorded May 6, 2004 in Book 1585 at Page 91 as [Reception No. 651587](#) . Insofar as the same may affect subject property.
35. First Amended and Restated Master Declaration of Protective Covenants, Conditions and Restrictions for Lakota Canyon Ranch recorded October 19, 2004 in book 1632 at Page 9 as [Reception No. 661954](#) , First Supplement to First Amended and Restated Mater Declaration, recorded December 23, 2004 in Book 650 at Page 645 as [Reception No. 665845](#) , Second Supplement recorded August 10, 2005 in Book 1715 at Page 459 as [Reception No. 679902](#) , Amendment to the First and Second Supplements recorded February 8, 2006 in book 1770 at Page 826 as [Reception No. 691983](#) , Third Supplement recorded October 19, 2006 in Book 1854 at Page 684 as [Reception No. 709285](#) , Amendment to the Third Supplement recorded December 28, 2007 as [Reception No. 740134](#) , Fourth Supplement recorded February 4, 2008 as [Reception No. 742261](#) .
36. Easements, rights of way and all other matters shown on the Final Block Plat, Whitehorse Village at Lakota Canyon Ranch, Phase 1 (A resubdivision of Blocks A, B-1 and B-2 as shown on the First Amended and Restated Final Subdivision Plat of Lakota Canyon Ranch, Filing 1) recorded October 19, 2004 as [Reception No. 661957](#) .
37. Whitehorse Village Declaration, Lakota Canyon Ranch, recorded October 19, 2004 in Book 1632 at Page 152 as [Reception No. 661959](#) .
38. Terms, conditions, provisions and obligations contained in Agreement for Temporary Road Easement recorded October 19, 2004 in Book 1632 at Page 156 as [Reception No. 661960](#) . Insofar as the same may affect subject property.
39. Terms, conditions, provisions and obligations contained in Town of New Castle Ordinance No. 2004-20 recorded December 23, 2004 in Book 1650 at Page 617 as [Reception No. 665842](#) .
40. Easements, rights of way and all other matters shown on the Second Amended and Restated Subdivision Exclusion/Exemption Map of Lakota Canyon Ranch (formerly Eagles Ridge Ranch) recorded October 19, 2006 as [Reception No. 709280](#) .
41. Easements, rights of way and all other matters shown on the Final Plat of Lakota Canyon Ranch Filing 5 ( A resubdivision of Parcel C3-1 as shown on the Second Amended and Restated Subdivision Exclusion/Exemption Map of Lakota Canyon Ranch, formerly Eagles Ridge Ranch) recorded October 19, 2006 as [Reception No. 709283](#) .
42. Terms, conditions, provisions and obligations contained in Third Amendment to Subdivision Improvements Agreement for Lakota Canyon Ranch, Filings 1 and 2, recorded March 26, 2007 in Book 1906 at Page 9 as [Reception No. 719590](#) .
43. Terms, conditions, provisions and obligations contained in Release from Golf Course Easement Agreement recorded July 27, 2007 in Book 1955 at Page 272 as [Reception No. 729171](#) .



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

44. Terms, conditions, provisions and obligations contained in First Amendment to Subdivision Improvements Agreement for Whitehorse Village Phase 1, recorded April 9, 2008 as [Reception No. 746213](#) .
45. Terms, conditions, provisions and obligations contained in Town of New Castle Ordinance No. 2008-13 recorded December 10, 2008 as [Reception No. 759940](#) .
46. Terms, conditions, provisions and obligations contained in Agreement recorded December 16, 2008 as [Reception No. 760175](#) .
47. Terms, conditions, provisions and obligations contained in 2013 Amendment to Development Agreements for Lakota Canyon Ranch PUD, recorded March 29, 2013 as [Reception No. 833371](#) .
48. Terms, conditions, provisions and obligations contained in Notice for Special Declarant Rights Transfer recorded January 20, 2014 as [Reception No. 845410](#) .

**END OF SCHEDULE B – SECTION II**





Arms, Poles, and Luminaires offered by Xcel Energy

# Outdoor Lighting Catalog 2017

## Colorado



**TRADITIONAL – COLONIAL**



**Arms**

Double Adapter

**Poles**

Steel Post Top  
Aluminum Columbus  
Aluminum Fluted  
Fiberglass Tenon Top  
Fiberglass Fluted

**Colors**

Black  
Dark Bronze

**DOMUS**



**Arms**

Shepherd Hook  
Double Shepherd Hook  
Two Bolt Upsweep

**Poles**

Steel Post Top  
Steel Fluted  
Aluminum Fluted

**Colors**

Black



**STEEL TENON TOP – POST TOP**



**Luminaires**

- Contemporary
- Acorn
- Traditional
- Domus

**Colors**

- Black
- Federal Green
- Galvanized
- Light Grey

**Arms**

- Shepherd Hook
- Dbl. Shepherd Hook
- Adapter Arm

**Heights**

- 20 ft
- 30 ft

**STEEL FLUTED**



**Luminaires**

- Evans

**Arms**

- Two Bolt Upsweep

**Colors**

- Black
- Federal Green
- Dark Bronze

**Heights**

- 28 ft

### ALUMINUM SINGLE SHEPHERD HOOK

**Luminaires**

Domus

**Poles**

Fluted Aluminum  
Steel Post Top

**Colors**

Black



### ALUMINUM DOUBLE SHEPHERD HOOK

**Luminaires**

Domus

**Poles**

Fluted Aluminum  
Steel Post Top

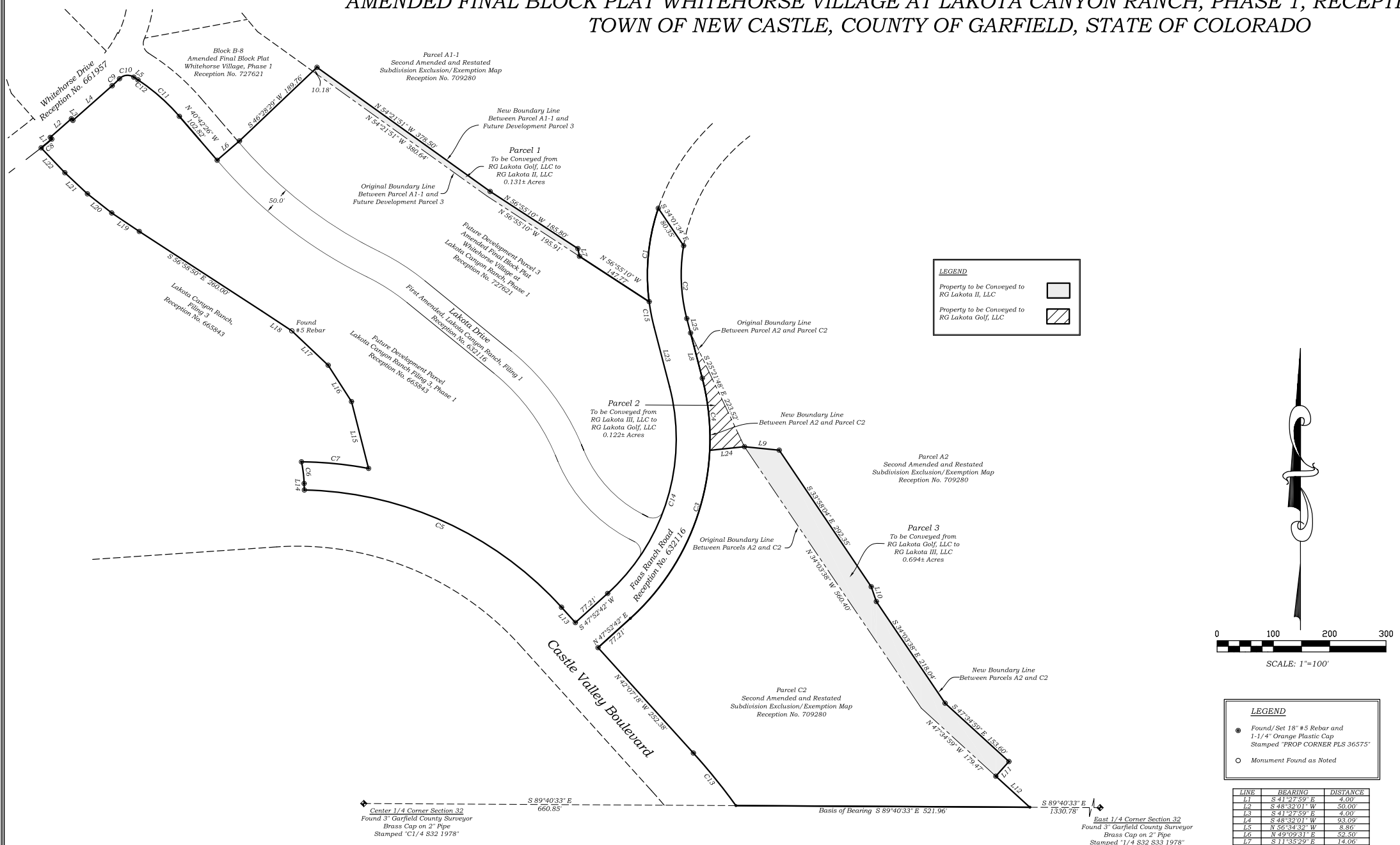
**Colors**

Black



# BOUNDARY LINE ADJUSTMENT PLAT

## PARCELS A1-1, A2 AND C3 AS SHOWN ON THE SECOND AMENDED AND RESTATED SUBDIVISION EXCLUSION/EXEMPTION MAP OF LAKOTA CANYON RANCH, RECEPTION NO. 709280 AND FUTURE DEVELOPMENT PARCEL 3 AS SHOWN ON THE AMENDED FINAL BLOCK PLAT WHITEHORSE VILLAGE AT LAKOTA CANYON RANCH, PHASE 1, RECEPTION NO. 727621 TOWN OF NEW CASTLE, COUNTY OF GARFIELD, STATE OF COLORADO



**PARCEL 1 PROPERTY DESCRIPTION**

A PARCEL OF LAND SITUATE IN THE NE1/4 OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, COLORADO, BEING A PORTION OF PARCEL A1-1 OF THE SECOND AMENDED AND RESTATED SUBDIVISION EXCLUSION/EXEMPTION MAP OF LAKOTA CANYON RANCH, RECORDED AS RECEPTION NO. 709280 IN THE GARFIELD COUNTY, COLORADO CLERK AND RECORDER'S RECORDS. ALL BEARINGS BEING RELATIVE TO A BEARING OF S89°40'33"E BETWEEN THE CENTER 1/4 CORNER OF SAID SECTION 32, A FOUND 3" GARFIELD COUNTY SURVEYOR BRASS CAP ON 2" PIPE STAMPED "C1/4 S32 1978" AND THE EAST 1/4 CORNER OF SAID SECTION 32, A FOUND GARFIELD COUNTY SURVEYOR BRASS CAP ON 2" PIPE STAMPED "1/4 S32 S33 1978". SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SAID CENTER 1/4 CORNER OF SECTION 32, THENCE N21°30'09" E 1044.80 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL A1-1, THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES:

- N56°55'10" W 195.91 FEET
- N54°21'51" W 380.64 FEET

THENCE DEPARTING SAID SOUTHERLY LINE N46°28'29" E 10.18 FEET; THENCE S54°21'51" E 378.50 FEET; THENCE S56°55'10" E 185.80 FEET; THENCE S11°35'29" E 14.06 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 0.131 ACRES MORE OR LESS.

**PARCEL 2 PROPERTY DESCRIPTION**

A PARCEL OF LAND SITUATE IN THE NE1/4 OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, COLORADO, BEING A PORTION OF PARCEL A2 OF THE SECOND AMENDED AND RESTATED SUBDIVISION EXCLUSION/EXEMPTION MAP OF LAKOTA CANYON RANCH, RECORDED AS RECEPTION NO. 709280 IN THE GARFIELD COUNTY, COLORADO CLERK AND RECORDER'S RECORDS. ALL BEARINGS BEING RELATIVE TO A BEARING OF S89°40'33"E BETWEEN THE CENTER 1/4 CORNER OF SAID SECTION 32, A FOUND 3" GARFIELD COUNTY SURVEYOR BRASS CAP ON 2" PIPE STAMPED "C1/4 S32 1978" AND THE EAST 1/4 CORNER OF SAID SECTION 32, A FOUND GARFIELD COUNTY SURVEYOR BRASS CAP ON 2" PIPE STAMPED "1/4 S32 S33 1978". SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SAID CENTER 1/4 CORNER OF SECTION 32, THENCE N44°23'53" E 878.12 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF FAAS RANCH ROAD, RECEPTION NO. 632116, THE TRUE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING TWO (2) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FEET, AN ARC LENGTH OF 129.34 FEET (CHORD BEARS N05°55'19" W 128.85 FEET)
- 2) N14°32'20" W 82.88 FEET

THENCE DEPARTING SAID RIGHT-OF-WAY S25°21'48" E 223.53 FEET; THENCE S84°03'14" W 61.98 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL CONTAINING 0.122 ACRES MORE OR LESS.

**PARCEL 3 PROPERTY DESCRIPTION**

A PARCEL OF LAND SITUATE IN THE NE1/4 OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, COLORADO, BEING A PORTION OF PARCEL A2 OF THE SECOND AMENDED AND RESTATED SUBDIVISION EXCLUSION/EXEMPTION MAP OF LAKOTA CANYON RANCH, RECORDED AS RECEPTION NO. 709280 IN THE GARFIELD COUNTY, COLORADO CLERK AND RECORDER'S RECORDS. ALL BEARINGS BEING RELATIVE TO A BEARING OF S89°40'33"E BETWEEN THE CENTER 1/4 CORNER OF SAID SECTION 32, A FOUND 3" GARFIELD COUNTY SURVEYOR BRASS CAP ON 2" PIPE STAMPED "C1/4 S32 1978" AND THE EAST 1/4 CORNER OF SAID SECTION 32, A FOUND GARFIELD COUNTY SURVEYOR BRASS CAP ON 2" PIPE STAMPED "1/4 S32 S33 1978". SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SAID CENTER 1/4 CORNER OF SECTION 32, THENCE N87°31'30" E 1123.42 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL A2, THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES:

- 1) N47°34'59" W 179.47 FEET
- 2) N34°03'38" W 560.40 FEET

THENCE DEPARTING SAID WESTERLY LINE S84°18'06" E 62.10 FEET; THENCE S33°58'04" E 292.35 FEET; THENCE S18°58'12" E 27.90 FEET; THENCE S34°03'38" E 218.04 FEET; THENCE S47°34'59" E 153.60 FEET; THENCE S41°51'49" W 35.00 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL CONTAINING 0.694 ACRES MORE OR LESS.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	370.00	168.28	166.83	S 05°34'47" W	26°03'31"
C2	310.00	130.38	129.47	S 02°09'24" E	24°05'53"
C3	430.00	468.44	445.61	N 16°40'11" E	62°25'02"
C4	430.00	129.34	128.85	N 05°55'19" W	177°44'02"
C5	624.92	316.12	301.94	N 05°35'38" W	46°43'20"
C6	225.00	38.86	38.82	N 06°55'43" W	0°53'47"
C7	682.92	119.83	119.70	N 44°12'38" W	10°03'20"
C8	375.00	24.48	24.47	N 50°24'13" E	3°44'23"
C9	226.00	18.02	18.02	N 46°14'57" E	4°34'08"
C10	20.00	21.74	21.57	S 83°31'14" W	8°22'33"
C11	355.00	98.32	98.01	N 48°38'29" W	15°52'06"
C12	355.00	35.12	35.11	N 83°44'29" W	3°40'06"
C13	1092.58	120.25	120.19	N 38°58'07" W	61°22'29"
C14	370.00	403.07	383.44	N 16°40'11" E	62°25'02"
C15	370.00	45.78	45.75	S 10°59'39" E	7°05'22"

**EXCHANGES**

1. FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, RG LAKOTA GOLF, LLC, HEREBY CONVEYS PARCELS 1 AND 3 TO RG LAKOTA II, LLC.

RG LAKOTA GOLF, LLC, A COLORADO LIMITED LIABILITY COMPANY  
350 MARKET STREET, SUITE 304  
BASALT, CO 81621

BY: \_\_\_\_\_  
DWAYNE ROMERO, MANAGER

STATE OF COLORADO )  
                                  )SS  
COUNTY OF GARFIELD )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC

2. FOR VALUE RECEIVED, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, RG LAKOTA II, LLC, HEREBY CONVEYS PARCEL 2 TO RG LAKOTA GOLF, LLC.

RG LAKOTA II, LLC, A COLORADO LIMITED LIABILITY COMPANY  
350 MARKET STREET, SUITE 304  
BASALT, CO 81621

BY: \_\_\_\_\_  
DWAYNE ROMERO, MANAGER

STATE OF COLORADO )  
                                  )SS  
COUNTY OF GARFIELD )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC

**TOWN OF NEW CASTLE APPROVAL**

THIS BOUNDARY LINE ADJUSTMENT PLAT IS APPROVED BY THE TOWN ADMINISTRATOR OF THE TOWN OF NEW CASTLE, COLORADO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, FOR FILING WITH THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO, AS AN APPROVED BOUNDARY LINE ADJUSTMENT PLAT AMENDING PARCELS A1-1, A2 AND C3 AS SHOWN ON THE SECOND AMENDED AND RESTATED SUBDIVISION EXCLUSION/EXEMPTION MAP OF LAKOTA CANYON RANCH (FORMERLY EAGLES RIDGE RANCH), RECORDED OCTOBER 19, 2006, AS RECEPTION NO. 709280, IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO

BY: \_\_\_\_\_  
TOWN ADMINISTRATOR

WITNESS THE HAND AND SEAL OF THE TOWN OF NEW CASTLE

ATTEST: \_\_\_\_\_  
TOWN CLERK

**SURVEYOR'S NOTES**

1.) BASIS OF BEARINGS FOR THIS SURVEY IS N89°40'33"E BETWEEN THE CENTER 1/4 CORNER OF SAID SECTION 32, A FOUND 3" GARFIELD COUNTY SURVEYOR BRASS CAP ON 2" PIPE STAMPED "C1/4 S32 1978" AND THE EAST 1/4 CORNER OF SAID SECTION 32, A FOUND GARFIELD COUNTY SURVEYOR BRASS CAP ON 2" PIPE STAMPED "1/4 S32 S33 1978".

**SURVEYOR'S STATEMENT**

I, MICHAEL J. LANGHORNE, A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF COLORADO DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS PREPARED ON THIS DATE \_\_\_\_\_ BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING THAT THIS MAP IS A TRUE REPRESENTATION THEREOF.

MICHAEL J. LANGHORNE, COLORADO REGISTRATION NO. 36572  
FOR AND ON BEHALF OF  
BOOKCLIFF SURVEY SERVICES, INC.

**CLERK AND RECORDER'S CERTIFICATE**

THIS BOUNDARY LINE ADJUSTMENT PLAT IS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AS RECEPTION NO. \_\_\_\_\_

GARFIELD COUNTY CLERK AND RECORDER

REVISION DESCRIPTION

**BOOKCLIFF**  
Survey Services, Inc.

1376 East 2nd Street  
Boulder, Colorado 80502  
PH: (970) 625-1330  
Fax: (970) 625-2773

BOUNDARY LINE ADJUSTMENT PLAT

RG LAKOTA II, LLC  
350 MARKET STREET, SUITE 304  
BASALT, CO 81621

FILE: BDRY ADJ  
DFT. TL  
CK. MJL  
DATE: 12/21/05  
PROJECT NO.  
05011.01  
SHEET 1  
OF 1

REVIEW



Vicinity Map  
Scale: 1"= 1000'

**LIENHOLDER CONSENT AND SUBORDINATION**

THE UNDERSIGNED LIENHOLDER HEREBY CONSENTS TO AND APPROVES THE RECORDING OF THIS FINAL PLAT LAKOTA CANYON RANCH PUD, FILING 8, LONGVIEW, PHASE 1 AND HEREBY SUBORDINATES ITS LIEN RECORDED AS RECEPTION NUMBER \_\_\_\_\_ IN THE REAL PROPERTY RECORDS FOR GARFIELD COUNTY THERE TO.

BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

**NOTES**

- 1.) DATE OF SURVEY WAS JANUARY-NOVEMBER 2022.
2.) BASIS OF BEARINGS FOR THIS SURVEY IS AN ASSUMED BEARING OF S 89°40'33" E ALONG THE EAST-WEST CENTERLINE OF SECTION 32, T5S, R90W, 6TH P.M. BETWEEN THE CENTER 1/4 CORNER, A FOUND 3" GARFIELD COUNTY SURVEYOR BRASS CAP ON 2" PIPE STAMPED 'C1, 4 532 1978' AND THE EAST 1/4 CORNER, A FOUND 3" GARFIELD COUNTY SURVEYOR BRASS CAP ON 2" PIPE STAMPED '11 4532 S33 1978', AS SHOWN HEREON.
3.) THIS FINAL PLAT IS BASED ON:
a. LAKOTA CANYON RANCH FILING 3, PHASE 1 RECEPTION NO. 663843
b. RESEARCH FOR RIGHTS-OF-WAY AND EASEMENTS OF RECORD ARE BASED ON THE FOLLOWING ASPEN TITLE & ESCROW, LLC TITLE COMMITMENTS:
c. MONUMENTS FOUND IN PLACE AS INDICATED HEREON.
4.) ALL DIMENSIONS SHOWN HEREON ARE RECORD AND AS-MEASURED UNLESS OTHERWISE INDICATED.
5.) ALL FOUND OR SET MONUMENTS ARE FLUSH WITH GROUND EXCEPT AS NOTED HEREON.
6.) THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
7.) 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 CERTIFICATION SHOWN HEREON.

**SURVEYOR'S CERTIFICATE**

I MICHAEL J. LANGHORNE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE FINAL PLAT OF LAKOTA CANYON RANCH PUD, FILING 8, LONGVIEW, PHASE 1 AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME, OR UNDER MY SUPERVISION, IS BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT CONFORMS WITH THE CURRENT STANDARDS FOR LAND SURVEYS OF THE COLORADO A.S. BOARD OF LICENSEURE, AS WELL AS WITH RELATED SURVEY REQUIREMENTS OF CURRENT VERSIONS OF THE COLORADO REVISED STATUTES AND THE TOWN OF NEW CASTLE REGULATIONS, THIS CERTIFICATE IS NOT INTENDED TO BE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE OF ANY MATTERS EXCEPT THOSE STATED IN THE PRECEDING SENTENCE AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS OF THE FINAL PLAT OF LAKOTA CANYON RANCH PUD, FILING 8, LONGVIEW, PHASE 1 AS THE SAME ARE STAKED UPON THE GROUND IN COMPLIANCE WITH APPLICABLE REGULATIONS GOVERNING THE SUBDIVISION OF LAND.

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL  
DATE: \_\_\_\_\_

MICHAEL J. LANGHORNE, P.L.S. #36572



FINAL PLAT  
**LAKOTA CANYON RANCH PUD, FILING 8, LONGVIEW, PHASE 1**

A Re-subdivision of Parcel C2 of the Second Amended and Restated Subdivision Exclusion/Exemption Map of Lakota Canyon Ranch, The Future Development Parcel as Shown on the Lakota Canyon Ranch, Filing 3, Phase 1 and The Future Development Parcel 3 as Shown on the Final Block Plat, Whitehorse Village at Lakota Canyon Ranch, Phase 1 Situate in Section 32, Township 5 South, Range 90 West of the 6th P.M. Town of New Castle, County of Garfield, State of Colorado

**TITLE CERTIFICATE**

ASPEN TITLE & ESCROW, LLC DOES HEREBY CERTIFY THAT HAS EXAMINED THE TITLE TO ALL LANDS DEDICATED AND SHOWN UPON THIS PLAT, AND TITLE TO SUCH LANDS IS IN THE DELECTOR FREE AND CLEAR OF ALL LIENS, TAXES, AND ENCUMBRANCES EXCEPT AS FOLLOWS:

- A.) PARCEL C-2 ASPEN TITLE & ESCROW, LLC OFFICE FILE NO. PRE-2022-912-TBD
B.) FUTURE DEVELOPMENT PARCEL, LAKOTA CANYON RANCH FILING 3, PHASE 1 OFFICE FILE NO. PRE-2022-913-TBD
C.) FUTURE DEVELOPMENT PARCEL 3, FINAL BLOCK PLAT WHITEHORSE VILLAGE AT LAKOTA CANYON RANCH OFFICE FILE NO. PRE-2022-914-TBD

**SCHEDULE B, PART II EXCEPTIONS:**

- 1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
2. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.
3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN IN THE PUBLIC RECORDS.
5. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE, BUT PRIOR TO THE DATE THAT THE PROPOSED INSURED ACQUIRES RECORD TITLE, FOR VALUE, OF THE ESTATE OR INTEREST OR MORTGAGE COVERED BY THIS COMMITMENT.
6. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.
7. WATER RIGHTS, CLAIMS OF TITLE TO WATER, WHETHER OR NOT THESE MATTERS ARE SHOWN BY THE PUBLIC RECORDS.
8. RIGHTS OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED AND A RIGHT OF WAY FOR DITCHES OR CANALS AS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES PATENT RECORDED OCTOBER 24, 1895 IN BOOK 12 AT PAGE 384 AS RECEPTION NO. 18783.
9. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT OCTOBER 24, 1895 IN BOOK 12 AT PAGE 384 AS RECEPTION NO. 18783.
10. ANY AND ALL PLACER AND LODE MINING CLAIMS, AND ANY AND ALL ASSIGNMENTS OR RECORD, OR OTHERWISE, THEREOF, OR INTEREST THEREIN.
11. (A) RIGHT OF WAY RECORDED MARCH 22, 1934 IN BOOK 174 AT PAGE 555 AS RECEPTION NO. 117059.
12. (A) 15. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN EASEMENT AND RIGHT OF WAY FOR THE PRENDERGRAS DITCH BY AND RIGHTS-OF-WAYS FOR DITCH LATERALS AS DISCLOSED BY WARRANTY DEED RECORDED JANUARY 29, 1915 IN BOOK 93 AT PAGE 539 AS RECEPTION NO. 51104.
13. (A) 14. (B) RESERVATIONS OF AN UNDIVIDED ONE-HALF (1/2) PERCENT INTEREST IN ALL OIL, GAS AND OTHER MINERALS IN, ON OR UNDER SAID LANDS, TOGETHER WITH THE RIGHT TO PROSPECT FOR AND REMOVE THE SAME, AS RESERVED BY BROWN LAND AND CATTLE COMPANY, INC. IN WARRANTY DEED RECORDED AUGUST 15, 1986 IN BOOK 693 AT PAGE 460 AS RECEPTION NO. 373515, AND ANY AND ALL ASSIGNMENT OF RECORD, OR OTHERWISE, THEREOF, OR INTERESTS THEREIN.
14. (A) 16. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN EASEMENT AND RIGHT OF WAY FOR THE PRENDERGRAS ENLARGEMENT AND EXTENSION OF THE SPON-KOP DITCHES AS DISCLOSED BY QUIT CLAIM DEED RECORDED MAY 27, 1926 IN BOOK 133 AT PAGE 473 AS RECEPTION NO. 95133.
15. (A) 15. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN TOWN OF NEW CASTLE RESOLUTION NO. TC 99-7 RECORDED JUNE 16, 1999 IN BOOK 1135 AT PAGE 481 AS RECEPTION NO. 547370.
16. (A) 16. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN TOWN OF NEW CASTLE RESOLUTION NO. TC 99-8 RECORDED JUNE 16, 1999 IN BOOK 1135 AT PAGE 520 AS RECEPTION NO. 547371.
17. (A) 17. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN TOWN OF NEW CASTLE RESOLUTION NO. TC 99-9 RECORDED JUNE 16, 1999 IN BOOK 1135 AT PAGE 489 AS RECEPTION NO. 547372.
18. (A) 18. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN ANNEXATION AND DEVELOPMENT AGREEMENT RECORDED JUNE 16, 1999 IN BOOK 1135 AT PAGE 520 AS RECEPTION NO. 547373, FIFTH AMENDMENT RECORDED MAY 2, 2005 IN BOOK 1683 AT PAGE 536 AS RECEPTION NO. 673289.
19. (A) 19. (B) EASEMENTS, RIGHTS OF WAY AND ALL OTHER MATTERS SHOWN ON THE PLAT OF FAAS ANNEXATION, RECORDED JUNE 16, 1999 AS RECEPTION NO. 547374.
20. (A) 20. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN TOWN OF NEW CASTLE ORDINANCE NO. 99-2 RECORDED JUNE 16, 1999 IN BOOK 1135 AT PAGE 548 AS RECEPTION NO. 547375.
21. (A) 21. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN TOWN OF NEW CASTLE ORDINANCE NO. 2002-18 RECORDED JULY 1, 2002 IN BOOK 1366 AT PAGE 337 AS RECEPTION NO. 606212.
22. (A) 22. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN RESTRICTIVE COVENANTS AND RESERVATIONS OF EASEMENTS AS DISCLOSED IN SPECIAL WARRANTY DEED RECORDED JANUARY 8, 2003 IN BOOK 1366 AT PAGE 353 AS RECEPTION NO. 606214.
23. (A) 23. (B) EASEMENTS, RIGHTS OF WAY AND ALL OTHER MATTERS SHOWN ON THE PLAT OF EAGLES RIDGE RANCH SUBDIVISION EXCLUSION/EXEMPTION PLAT RECORDED JULY 17, 2002 AS RECEPTION NO. 607173.
24. (A) 24. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN EASEMENT AGREEMENT RECORDED JULY 30, 2002 IN BOOK 1373 AT PAGE 679 AS RECEPTION NO. 607900.
25. (A) 25. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN TOWN OF NEW CASTLE ORDINANCE NO. 2002-18 RECORDED JANUARY 8, 2003 IN BOOK 1424 AT PAGE 970 AS RECEPTION NO. 618284.
26. (A) 26. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN EASEMENT AGREEMENT (LOWER EAGLE WAY) RECORDED JANUARY 8, 2003 IN BOOK 1425 AT PAGE 162 AS RECEPTION NO. 618289. ASSIGNMENT OF EASEMENT RECORDED JANUARY 8, 2003 IN BOOK 1425 AT PAGE 188 AS RECEPTION NO. 618294.
27. (A) 27. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN WATER TANK AND WATER LINE EASEMENT AGREEMENT RECORDED JANUARY 8, 2003 IN BOOK 1425 AT PAGE 185 AS RECEPTION NO. 618290. ASSIGNMENT OF EASEMENT RECORDED JANUARY 8, 2003 IN BOOK 1425 AT PAGE 189 AS RECEPTION NO. 618295.
28. (A) 28. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN BLANKET EASEMENT AGREEMENT - UTILITIES AND DRAINAGE RECORDED JANUARY 8, 2003 IN BOOK 1425 AT PAGE 192 AS RECEPTION NO. 618296. ASSIGNMENT OF EASEMENT RECORDED JANUARY 8, 2003 IN BOOK 1425 AT PAGE 190 AS RECEPTION NO. 618296.
29. (A) 30. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN EMERGENCY ACCESS EASEMENT AGREEMENT RECORDED JANUARY 8, 2003 IN BOOK 1425 AT PAGE 170 AS RECEPTION NO. 618297.
30. (A) 31. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN WATER STORAGE TANK AGREEMENT RECORDED JANUARY 8, 2003 IN BOOK 1425 AT PAGE 238 AS RECEPTION NO. 618303.
31. (A) 32. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN TOWN OF NEW CASTLE ORDINANCE NO. 2003-2 RECORDED JULY 18, 2003 IN BOOK 1494 AT PAGE 621 AS RECEPTION NO. 632117.
32. (A) 33. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN GOLF COURSE EASEMENT AGREEMENT RECORDED JANUARY 8, 2003 IN BOOK 1425 AT PAGE 178 AS RECEPTION NO. 618293. ADDENDUM NO. 1 RECORDED JULY 23, 2003 IN BOOK 1496 AT PAGE 344 AS RECEPTION NO. 632372.
33. (A) 33. (B) EASEMENTS, RIGHTS OF WAY AND ALL OTHER MATTERS SHOWN ON THE AMENDED AND RESTATED EXCLUSION/EXEMPTION MAP OF LAKOTA CANYON RANCH (FORMERLY EAGLE RIDGE RANCH), RECORDED JULY 18, 2003 AS RECEPTION NO. 632118.
34. (A) 34. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN RESERVATION OF EASEMENTS AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED JULY 23, 2003 IN BOOK 1496 AT PAGE 350 AS RECEPTION NO. 632375.
35. (A) 35. (B) EASEMENTS, RIGHTS OF WAY AND ALL OTHER MATTERS SHOWN ON THE FIRST AMENDED AND RESTATED FINAL SUBDIVISION PLAT OF LAKOTA CANYON RANCH, FILING 1 RECORDED JULY 18, 2003 AS RECEPTION NO. 632116.
36. (A) 36. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN BYLAWS OF LAKOTA CANYON RANCH MASTER ASSOCIATION, INC. RECORDED DECEMBER 11, 2003 IN BOOK 1545 AT PAGE 939 AS RECEPTION NO. 642713.
37. (A) 37. (B) FIRST AMENDED AND RESTATED MASTER DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKOTA CANYON RANCH RECORDED OCTOBER 19, 2004 IN BOOK 1632 AT PAGE 9 AS RECEPTION NO. 661934. FIRST SUPPLEMENT TO FIRST AMENDED AND RESTATED MASTER DECLARATION, RECORDED DECEMBER 23, 2004 IN BOOK 650 AT PAGE 645 AS RECEPTION NO. 665845. SECOND SUPPLEMENT RECORDED AUGUST 10, 2005 IN BOOK 1715 AT PAGE 439 AS RECEPTION NO. 679902. AMENDMENT TO THE FIRST AND SECOND SUPPLEMENTS RECORDED FEBRUARY 8, 2006 IN BOOK 1770 AT PAGE 826 AS RECEPTION NO. 691983. THIRD SUPPLEMENT RECORDED OCTOBER 19, 2006 IN BOOK 1854 AT PAGE 684 AS RECEPTION NO. 709285. AMENDMENT TO THE THIRD SUPPLEMENT RECORDED DECEMBER 28, 2007 AS RECEPTION NO. 740134. FOURTH SUPPLEMENT RECORDED FEBRUARY 4, 2008 AS RECEPTION NO. 742261.
38. (A) 38. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN TOWN OF NEW CASTLE ORDINANCE NO. 2004-8 RECORDED OCTOBER 19, 2004 IN BOOK 1632 AT PAGE 118 AS RECEPTION NO. 661956.
39. (A) 41. (B) EASEMENTS, RIGHTS OF WAY AND ALL OTHER MATTERS SHOWN ON THE SECOND AMENDED AND RESTATED SUBDIVISION EXCLUSION/EXEMPTION MAP OF LAKOTA CANYON RANCH (FORMERLY EAGLES RIDGE RANCH) RECORDED OCTOBER 19, 2006 AS RECEPTION NO. 709280.
40. (A) 43. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN THIRD AMENDMENT TO SUBDIVISION IMPROVEMENTS AGREEMENT FOR LAKOTA CANYON RANCH, FILINGS 1 AND 2, RECORDED MARCH 26, 2007 IN BOOK 1906 AT PAGE 9 AS RECEPTION NO. 719590.
41. (A) 45. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN RELEASE FROM GOLF COURSE EASEMENT AGREEMENT RECORDED JULY 27, 2007 IN BOOK 1955 AT PAGE 272 AS RECEPTION NO. 729171.
42. (A) 47. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN AGREEMENT RECORDED DECEMBER 16, 2008 AS RECEPTION NO. 760175.
43. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN TOWN OF NEW CASTLE ORDINANCE NO. 2004-20 RECORDED DECEMBER 23, 2004 IN BOOK 1650 AT PAGE 617 AS RECEPTION NO. 665842.
44. (A) 48. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN 2013 AMENDMENT TO DEVELOPMENT AGREEMENTS FOR LAKOTA CANYON RANCH PUD, RECORDED MARCH 29, 2013 AS RECEPTION NO. 833371.
45. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN TOWN OF NEW CASTLE ORDINANCE NO. 2004-20 RECORDED DECEMBER 23, 2004 IN BOOK 1650 AT PAGE 617 AS RECEPTION NO. 665842.
46. (A) 49. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN NOTICE FOR SPECIAL DECLARANT RIGHTS TRANSFER RECORDED JANUARY 20, 2014 AS RECEPTION NO. 845410.
47. (B) EASEMENTS, RIGHTS OF WAY AND ALL OTHER MATTERS SHOWN ON THE FINAL PLAT OF LAKOTA CANYON RANCH FILING 5 (A RESUBDIVISION OF PARCEL C2 AS SHOWN ON THE SECOND AMENDED AND RESTATED SUBDIVISION EXCLUSION/EXEMPTION MAP OF LAKOTA CANYON RANCH, FORMERLY EAGLES RIDGE RANCH) RECORDED OCTOBER 19, 2006 AS RECEPTION NO. 709283.
48. (B) EASEMENTS, RIGHTS OF WAY AND ALL OTHER MATTERS SHOWN ON DETAILED FINAL PLAT BLOCK B-8, WHITEHORSE VILLAGE AT LAKOTA CANYON RANCH, PHASE 1, RECORDED JULY 10, 2007 AS RECEPTION NO. 727620, AND THE AMENDED FINAL BLOCK PLAT, BLOCK B-8 AND FUTURE DEVELOPMENT PARCEL 3, WHITEHORSE VILLAGE AT LAKOTA CANYON RANCH, PHASE 1, RECORDED JULY 10, 2007 AS RECEPTION NO. 727621.
49. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN RELEASE FROM GOLF COURSE EASEMENT AGREEMENT RECORDED JULY 27, 2007 IN BOOK 1955 AT PAGE 272 AS RECEPTION NO. 729171.
50. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN FIRST AMENDMENT TO SUBDIVISION IMPROVEMENTS AGREEMENT FOR WHITEHORSE VILLAGE PHASE 1, RECORDED APRIL 9, 2008 AS RECEPTION NO. 746213.
51. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN AGREEMENT RECORDED DECEMBER 16, 2008 AS RECEPTION NO. 760175.
52. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN 2013 AMENDMENT TO DEVELOPMENT AGREEMENTS FOR LAKOTA CANYON RANCH PUD, RECORDED MARCH 29, 2013 AS RECEPTION NO. 833371.
53. (B) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN NOTICE FOR SPECIAL DECLARANT RIGHTS TRANSFER RECORDED JANUARY 20, 2014 AS RECEPTION NO. 845410.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_  
TITLE COMPANY: ASPEN TITLE AND ESCROW INSURANCE COMPANY  
AGENT \_\_\_\_\_

**CERTIFICATE OF OWNERSHIP, DEDICATIONS AND EASEMENTS**

A. OWNERSHIP: RG LAKOTA II, LLC, A COLORADO LIMITED LIABILITY COMPANY ("OWNER") IS THE OWNER OF THE REAL PROPERTY DESCRIBED ON THIS PLAT (THE "PROPERTY").
B. SUBDIVISION: OWNER HAS CAUSED THE PROPERTY TO BE LAID OUT, SURVEYED AND PLATTED AS ILLUSTRATED ON THIS FINAL PLAT OF LAKOTA CANYON RANCH FILING 8, LONGVIEW, PHASE 1 (THE "PLAT"), AND TO BE SUBJECT TO THE DEDICATIONS, RESERVATIONS, EASEMENTS, AND OTHER MATTERS SHOWN OR DESCRIBED HEREON.
C. DEDICATIONS AND EASEMENTS: OWNER HEREBY MAKES THE FOLLOWING DEDICATIONS AND EASEMENTS:

- 1. ALL STREETS AND PEDESTRIAN EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN OF NEW CASTLE, COLORADO (THE "TOWN") FOR THE USE OF THE PUBLIC, FOREVER, AS PUBLIC STREETS, SIDEWALKS AND FOR DRAINAGE AND UNDERGROUND UTILITY PURPOSES. ALL SUCH DEDICATED STREETS, INCLUDING THE DRIVING SURFACE AND SIDEWALKS THAT MAY BE LOCATED WITHIN THEM SHALL BE SUBJECT TO THE RIGHTS OF THE OWNER, THE OWNERS AND OCCUPANTS OF LOTS AND UNITS IN LAKOTA CANYON RANCH, INCLUDING THE GOLF OWNER AS DEFINED IN THE MASTER DECLARATION, TO USE SAID STREET RIGHTS-OF-WAY FOR ACCESS, INGRESS AND EGRESS, AND FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF UNDERGROUND UTILITIES. ROAD CUT PERMITS MAY BE REQUIRED PURSUANT TO APPLICABLE TOWN REGULATIONS.
2. PERPETUAL, NON-EXCLUSIVE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN, GRANTED TO THE GOLF OWNER AND THE MASTER ASSOCIATION AND RESERVED TO THE OWNER, FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR OR REPLACEMENT OF UNDERGROUND UTILITIES AND APPURTENANCES THERE TO INCLUDING, BUT NOT LIMITED TO, ELECTRIC LINES, CABLE LINES, NATURAL GAS PIPELINES, SANITARY SEWER LINES, WATER LINES, TELEPHONE LINES AND IRRIGATION WATER LINES.
3. PERPETUAL, NON-EXCLUSIVE DRAINAGE EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN, GRANTED TO THE GOLF OWNER AND THE MASTER ASSOCIATION AND RESERVED TO THE OWNER, FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR OR REPLACEMENT OF DRAINAGE FACILITIES FOR THE CONVEYANCE OF RUN-OFF WATER WHICH ORIGINATES WITHIN LAKOTA CANYON RANCH OR FROM UPSTREAM AREAS THROUGH NATURAL OR MAN MADE FACILITIES ABOVE OR BELOW GRADE.
4. PERPETUAL, NON-EXCLUSIVE SNOW STORAGE EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN, GRANTED TO THE MASTER ASSOCIATION AND RESERVED TO THE OWNER, FOR THE STORAGE OF PLOWED SNOW.
5. PERPETUAL, NON-EXCLUSIVE EASEMENTS ARE HEREBY GRANTED TO AND FOR THE BENEFIT OF LAW ENFORCEMENT PERSONNEL, FIRE DEPARTMENTS AND OTHER EMERGENCY SERVICES PROVIDERS, FOR INGRESS, EGRESS AND ACCESS PURPOSES, OVER AND ACROSS ALL STREETS WHICH MAY BE CONSTRUCTED, RECONSTRUCTED OR RELOCATED WITHIN THE PROPERTY.
6. PERPETUAL, NON-EXCLUSIVE EASEMENTS ARE HEREBY GRANTED TO UTILITY PROVIDERS, AND RESERVED TO THE OWNER, FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF UTILITIES, OVER, ACROSS AND UNDER (A) ALL STREETS WHICH MAY BE CONSTRUCTED, RECONSTRUCTED OR RELOCATED WITHIN THE PROPERTY, (B) EASEMENT AREAS AS SHOWN ON THIS PLAT AND (C) ANY PORTION OF THE PROPERTY WHICH MAY BE DESIGNATED BY OWNER PURSUANT TO THE RESERVATIONS AND RIGHTS PROVIDED FOR HEREIN OR IN THE MASTER DECLARATION.
D. RESERVATIONS: OWNER HEREBY RESERVES TO ITSELF AND ITS SUCCESSORS AND ASSIGNS THE FOLLOWING:
1. THE RIGHT TO ENTER UPON THE PROPERTY FOR THE PURPOSE OF ANY WORK IN CONNECTION WITH ITS DEVELOPMENT OF THE PROPERTY AND THE RIGHT TO GRANT ADDITIONAL EASEMENTS AND, SUBJECT TO TOWN APPROVAL, TO RELOCATE AND/OR SUBSTITUTE EXISTING EASEMENTS WITH RESPECT TO THE PROPERTY IN ORDER TO COMPLETE THE DEVELOPMENT THEREOF.
2. A NON-EXCLUSIVE EASEMENT OVER AND ACROSS THOSE PORTIONS OF THE PROPERTY AS MAY BE REQUIRED FOR GRADING AND THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF DRAINAGE STRUCTURES, IRRIGATION SYSTEMS, FENCING, RETAINING WALLS AND OTHER SIMILAR STRUCTURES.
3. A NON-EXCLUSIVE EASEMENT OVER AND ACROSS THOSE PORTIONS OF THE PROPERTY AS MAY BE REQUIRED FOR THE INSTALLATION, CONSTRUCTION AND MAINTENANCE OF ROADS, DRIVEWAYS, TRAILS AND UTILITIES.

OWNER: RG LAKOTA II, LLC, A COLORADO LIMITED LIABILITY COMPANY 350 MARKET STREET, SUITE 304 BASALT, CO 81621

BY: \_\_\_\_\_  
DWAYNE ROMERO, MANAGER

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

STATE OF COLORADO )  
) SS.  
COUNTY OF GARFIELD )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

**PLAT NOTES:**

- 1. LAKOTA CANYON RANCH PUD, FILING 8, LONGVIEW, PHASE 1 IS SUBJECT TO THE TERMS AND CONDITIONS OF TOWN OF NEW CASTLE ORDINANCE NO. 2022-\_\_\_\_ (THE "APPROVAL ORDINANCE") AND THE SUBDIVISION IMPROVEMENTS AGREEMENT FOR LAKOTA CANYON RANCH PUD, FILING 8, LONGVIEW RECORDED \_\_\_\_\_, AS RECEPTION NO. \_\_\_\_\_ IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO, AS SAID AGREEMENT MAY BE AMENDED FROM TIME TO TIME.
2. LAKOTA CANYON RANCH PUD, FILING 8, LONGVIEW, PHASE 1 IS SUBJECT TO THE TERMS AND CONDITIONS OF THE FIRST AMENDED & RESTATED MASTER DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKOTA CANYON RANCH (THE "MASTER DECLARATION") RECORDED OCTOBER 19, 2004, AS RECEPTION NO. 661954 IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO. THE MASTER DECLARATION, WHICH MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, ESTABLISHES AND DEFINES THE EASEMENTS, RESERVATIONS AND TERMS REFERRED TO ON THIS PLAT WHICH AFFECT THE PROPERTY.
3. LAKOTA CANYON RANCH PUD, FILING 8, LONGVIEW, PHASE 1 IS SUBJECT TO THE GOLF COURSE EASEMENT AGREEMENT RECORDED JANUARY 8, 2003, AS RECEPTION NO. 618293, IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO, AS SAID AGREEMENT MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WHICH AGREEMENT ESTABLISHES CERTAIN EASEMENTS AND RESTRICTIONS WITHIN AND ON LAKOTA CANYON RANCH FOR THE BENEFIT OF THE GOLF LAND AS DEFINED IN THE MASTER DECLARATION AND CERTAIN EASEMENTS AND RESTRICTIONS ON THE GOLF LAND FOR THE BENEFIT OF LAKOTA CANYON RANCH.
4. LAKOTA CANYON RANCH PUD, FILING 8, LONGVIEW, PHASE 1 IS SUBJECT TO THE GOLF COURSE EASEMENT AGREEMENT RECORDED JANUARY 8, 2003, AS RECEPTION NO. 618293, IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO, AS SAID AGREEMENT MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WHICH AGREEMENT ESTABLISHES CERTAIN EASEMENTS AND RESTRICTIONS WITHIN AND ON LAKOTA CANYON RANCH FOR THE BENEFIT OF THE GOLF LAND AS DEFINED IN THE MASTER DECLARATION AND CERTAIN EASEMENTS AND RESTRICTIONS ON THE GOLF LAND FOR THE BENEFIT OF LAKOTA CANYON RANCH.
5. TO THE EXTENT THAT THE PROVISIONS OF THE LAKOTA CANYON RANCH MASTER PLAN TEXT (EXHIBIT D TO TOWN OF NEW CASTLE ORDINANCE NO. 2002-18, RECORDED JANUARY 8, 2003, AS RECEPTION NO. 618284, IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO) ARE IN CONFLICT WITH THIS PLAT, THE PLAT SHALL CONTROL.
6. RG LAKOTA II, LLC AND ALL LOT PURCHASERS SHALL COMPLY WITH THE RECOMMENDATIONS OF HP GEOTECHNICAL IN THEIR PRELIMINARY GEOTECHNICAL EVALUATION OF THE SITE DATED APRIL 26, 2002 AND THE SUPPLEMENTAL LETTER DATED FEBRUARY 13, 2006.

**PURPOSE NOTE**

- THE PURPOSE OF THIS FINAL PLAT IS TO:
1.) PLAT LONGVIEW DEVELOPMENT PARCELS 1, 2, AND 3.
2.) PLAT LOTS 36, 37 AND 38 FROM A PORTION OF LONGVIEW DEVELOPMENT PARCEL 1.

**TOWN COUNCIL CERTIFICATE**

THIS PLAT IS APPROVED BY THE [TOWN COUNCIL/PLANNING COMMISSION/TOWN ADMINISTRATOR] OF THE TOWN OF NEW CASTLE, GARFIELD COUNTY, COLORADO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, FOR FILING WITH THE CLERK AND RECORDER OF GARFIELD COUNTY, AND FOR CONVEYANCE TO THE TOWN OF THE PUBLIC DEDICATIONS SHOWN AND DESCRIBED HEREON; SUBJECT TO THE PROVISION THAT APPROVAL IN NO WAY OBLIGATES THE TOWN OF NEW CASTLE FOR FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LAND, STREETS OR EASEMENTS DEDICATED TO THE PUBLIC EXCEPT AS SPECIFICALLY AGREED TO BY THE TOWN COUNCIL.

MAYOR  
WITNESS MY HAND AND SEAL OF THE TOWN OF NEW CASTLE

ATTEST:

TOWN CLERK \_\_\_\_\_

**CLERK AND RECORDER'S CERTIFICATE**

THIS PLAT IS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AS RECEPTION NO. \_\_\_\_\_

CLERK AND RECORDER \_\_\_\_\_

BY: \_\_\_\_\_  
DEPUTY

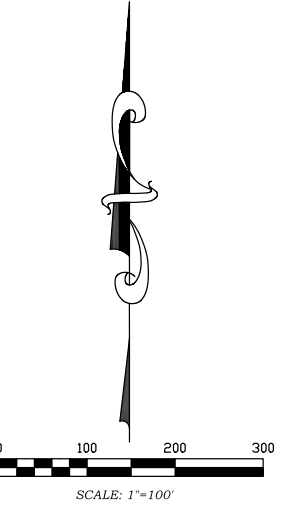
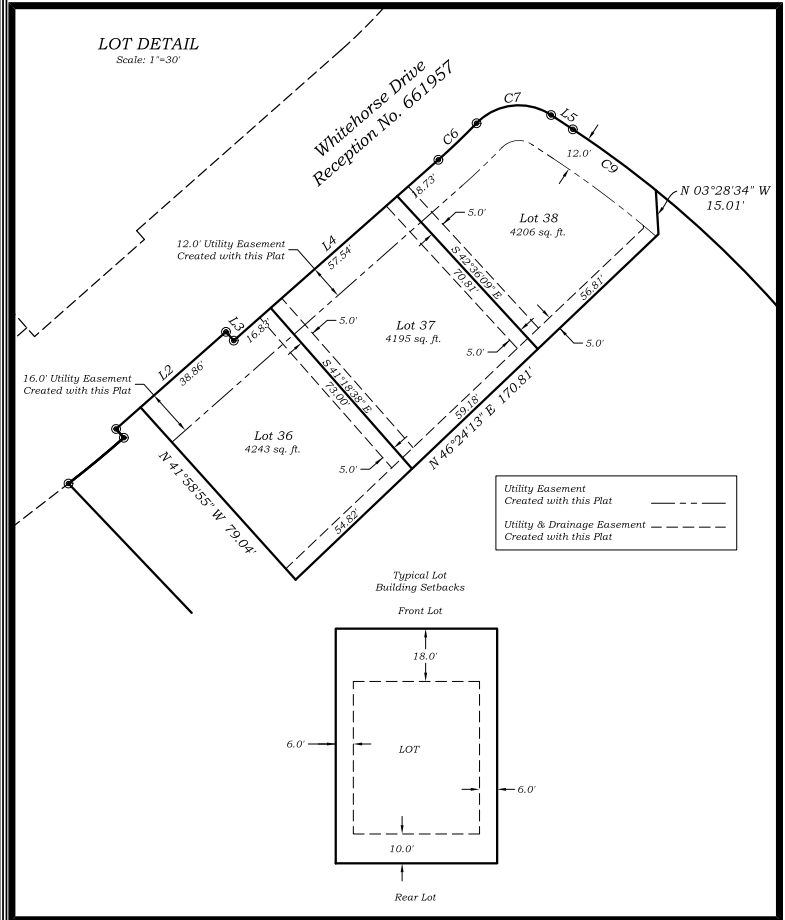
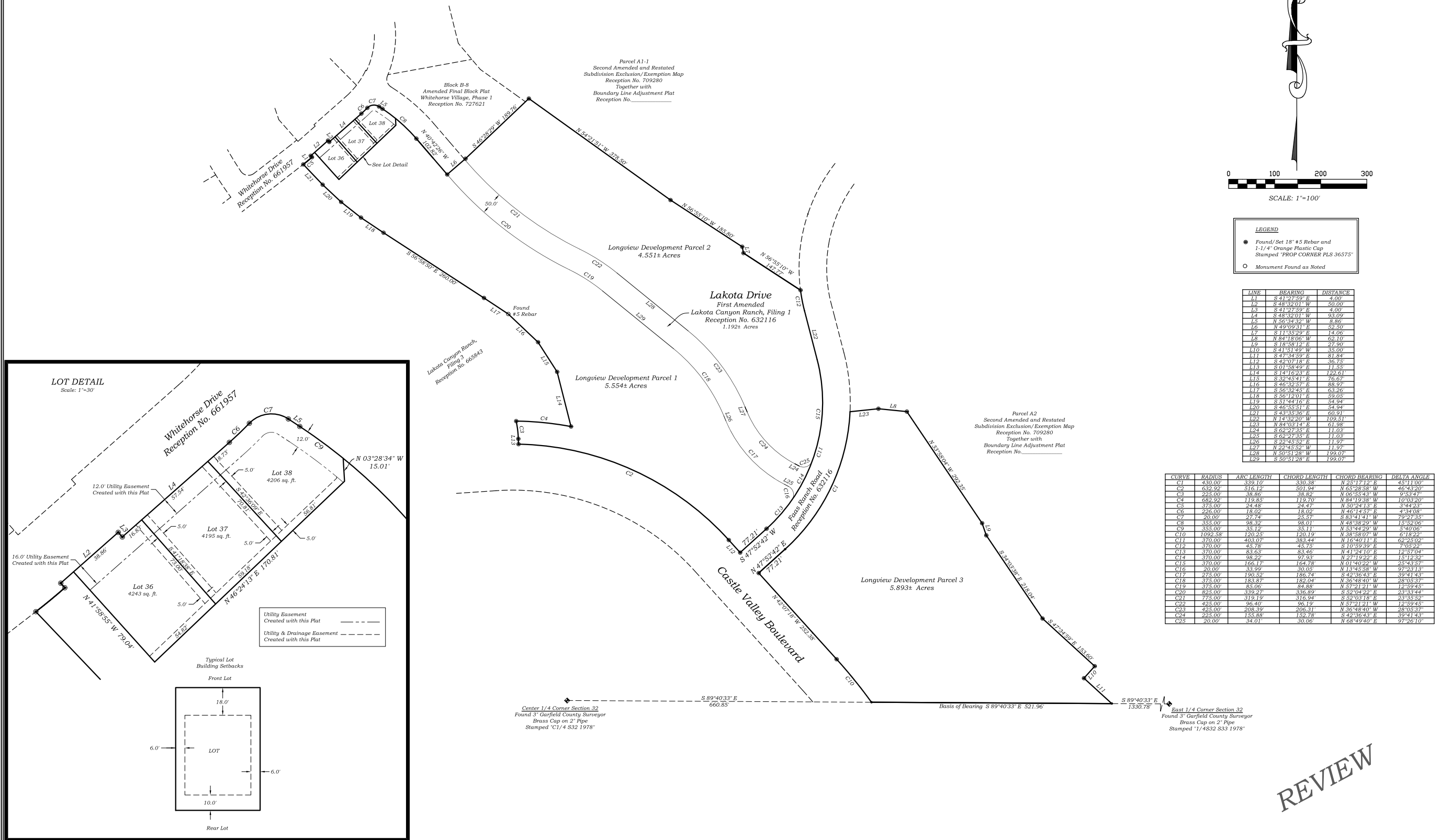
BOOKCLIFF Survey Services, Inc. 151 CLUBHOUSE DRIVE BASALT, CO 81621 RG LAKOTA II, LLC 151 CLUBHOUSE DRIVE BASALT, CO 81621 FILE: LV FHI DFT. TL CK. MJL DATE: 12/8/22 PROJECT NO. 20170 SHEET 1 OF 2



# FINAL PLAT

## LAKOTA CANYON RANCH PUD, FILING 8, LONGVIEW, PHASE 1

A Re-subdivision of Parcel C2 of the Second Amended and Restated Subdivision Exclusion/Exemption Map of Lakota Canyon Ranch,  
The Future Development Parcel as Shown on the Lakota Canyon Ranch, Filing 3, Phase 1 and  
The Future Development Parcel 3 as Shown on the Final Block Plat, Whitehorse Village at Lakota Canyon Ranch, Phase 1  
Parcels of Land Situate in Section 32, Township 5 South, Range 90 West of the 6th P.M. Town of New Castle, County of Garfield, State of Colorado



**LEGEND**

- Found/Set 18" #5 Rebar and 1-1/4" Orange Plastic Cap Stamped "PROP CORNER PLS 36575"
- Monument Found as Noted

LINE	BEARING	DISTANCE
L1	S 41°42'59" E	4.00
L2	S 48°32'01" W	50.00
L3	S 41°21'59" E	4.00
L4	S 48°32'01" W	23.09
L5	N 50°34'32" W	8.86
L6	N 49°09'31" E	34.50
L7	S 11°33'19" E	14.06
L8	N 84°18'06" W	69.10
L9	S 18°58'17" E	21.90
L10	S 41°51'49" W	35.00
L11	S 47°34'59" E	81.84
L12	S 42°07'18" E	36.75
L13	S 01°58'49" E	11.55
L14	S 14°16'23" E	122.61
L15	S 24°44'11" E	76.62
L16	S 46°32'57" E	88.97
L17	S 55°32'45" E	63.26
L18	S 56°12'01" E	59.05
L19	S 51°44'16" E	54.94
L20	S 46°55'51" E	54.94
L21	S 43°33'30" E	60.91
L22	N 14°32'20" W	109.51
L23	N 84°03'14" E	61.98
L24	S 62°27'55" E	11.03
L25	S 62°27'55" E	11.03
L26	S 22°45'52" E	11.97
L27	N 22°45'52" W	11.97
L28	N 50°51'28" W	199.07
L29	S 50°51'28" E	199.07

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	430.00	339.10	330.38	S 23°17'15" E	45°11'09"
C2	632.92	516.12	501.94	N 65°28'58" W	46°43'20"
C3	225.00	38.86	38.82	N 06°55'43" W	0°53'47"
C4	682.92	119.83	119.70	N 84°19'38" W	10°03'20"
C5	375.00	24.48	24.47	N 50°24'13" E	3°44'23"
C6	226.00	18.02	18.02	N 46°14'57" E	4°34'08"
C7	20.00	97.74	85.57	S 83°41'41" W	79°27'35"
C8	353.00	98.32	98.01	N 48°38'29" W	15°52'06"
C9	355.00	35.12	35.11	N 53°44'29" W	5°40'06"
C10	1092.58	120.25	120.19	N 38°58'07" W	6°18'22"
C11	370.00	403.07	383.44	N 16°40'11" E	62°25'02"
C12	370.00	45.78	45.75	S 10°59'39" E	7°05'22"
C13	370.00	83.63	83.46	N 41°24'10" E	12°57'04"
C14	370.00	98.22	97.93	N 27°19'22" E	15°12'32"
C15	370.00	166.17	164.78	N 01°40'22" W	25°45'57"
C16	20.00	33.99	30.05	N 13°45'58" W	97°23'15"
C17	275.00	190.52	186.74	S 42°36'43" E	39°41'43"
C18	375.00	183.87	182.04	N 36°48'40" E	28°03'37"
C19	375.00	85.06	84.88	N 52°21'21" W	12°59'45"
C20	825.00	339.27	336.89	S 52°04'22" E	23°33'44"
C21	775.00	319.19	316.94	S 59°03'18" E	23°55'52"
C22	425.00	96.40	96.19	N 52°21'21" W	12°59'45"
C23	425.00	208.39	206.31	N 36°48'40" W	28°03'37"
C24	225.00	152.88	152.43	S 42°36'43" E	39°41'43"
C25	20.00	34.01	30.06	N 68°49'40" E	97°26'10"

REVISION	DESCRIPTION
1/31/23	J. EDWARDS COMMENTS
4/14/23	CRE COMMENTS



LAKOTA CANYON RANCH PUD, FILING 8  
LONGVIEW, PHASE 1

RG LAKOTA II, LLC  
151 CLUBHOUSE DRIVE  
BASALT, CO 81621

FILE:	LV PH1
DFT:	TL
CK:	MJL
DATE:	12/8/22
PROJECT NO.:	20170
SHEET	2
OF	2

REVIEW

CIVIL SHEETS	
C1	MASTER PLAT/PLAN
C2	EXISTING CONDITIONS
C3	SITE PLAN NORTH
C4	SITE PLAN SOUTH
C5	ROADS OVERVIEW
C6	UTILITIES OVERVIEW
C8	PHASE 2
C9	PHASE 3
C10	PHASE 4
C11	PHASE 5

LANDSCAPE ARCHITECTURE SHEETS	
L.1.00	GENERAL SITE PLAN
L.2.00	ZONING
L.3.00	OPEN SPACE PLAN
L.4.00	SERVICE AREAS + SNOW STORAGE
L.6.00	CIRCULATION DIAGRAM
L.7.00	LANDSCAPE PLAN
L.7.01	LANDSCAPE PLAN ENLARGEMENT
L.7.02	LANDSCAPE PLAN ENLARGEMENT
L.8.00	ACREAGE DIAGRAM
L.9.00	LIGHTING & SIGNAGE PLAN
L.9.01	LIGHTING & SIGNAGE PLAN ENLARGEMENT
L.9.02	LIGHTING & SIGNAGE PLAN ENLARGEMENT

ARCHITECTURE SHEETS	
A1-2.1	APARTMENT 1 FLOOR PLANS
A1-2.2	APARTMENT 1 FLOOR PLANS
A1-4.1	APARTMENT 1 EXT ELEVATIONS
A1-4.2	APARTMENT 1 EXT ELEVATIONS
A2-2.1	APARTMENT 2 FLOOR PLANS
A2-2.2	APARTMENT 2 FLOOR PLANS
A2-4.1	APARTMENT 2 EXT ELEVATIONS
A2-4.2	APARTMENT 2 EXT ELEVATIONS
TH-2.1	TOWNHOME FLOOR PLANS
TH-4.1	TRIPLEX TOWNHOME EXT ELEVATIONS
CR-1	CR-1 FLOOR PLANS
C1-4.1	CR-1 EXT ELEVATIONS
C1-4.2	CR-1 EXT ELEVATIONS
CR-2	CR-2 FLOOR PLANS
C2-4.1	CR-2 EXT ELEVATIONS
CR-3	CR-3 FLOOR PLANS
C3-4.1	CR-3 EXT ELEVATIONS
C3-4.2	CR-3 EXT ELEVATIONS
CR-4	CR-4 FLOOR PLANS
C4-4.1	CR-4 EXT ELEVATIONS
CR-5	CR-5 FLOOR PLAN
C5-4.1	CR-5 EXT ELEVATIONS
C5-4.2	CR-5 EXT ELEVATIONS
PREC	PRECEDENT IMAGES

project directory

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CONTEXT MAP  
 NOT TO SCALE

Print Date: JANUARY 13, 2023	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<b>Issue &amp; Revisions</b>				  	Sheet Name: COVER PAGE	THE LONGVIEW AT LAKOTA CANYON RANCH  Client: The Romero Group 350 Market Street Suite 304 Basalt, CO 81621
File Name: THE LONGVIEW AT LAKOTA CANYON RANCH		Date:	Comments:	Drawn by:	Checked by:		Sheet Number: CVR	
Horiz. Scale:								
These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.								





Print Date: FEBRUARY 25, 2023  
 File Name: THE LONGVIEW AT LAKOTA CANYON RANCH  
 Horiz. Scale: 1" = 60'  
 These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.

Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:

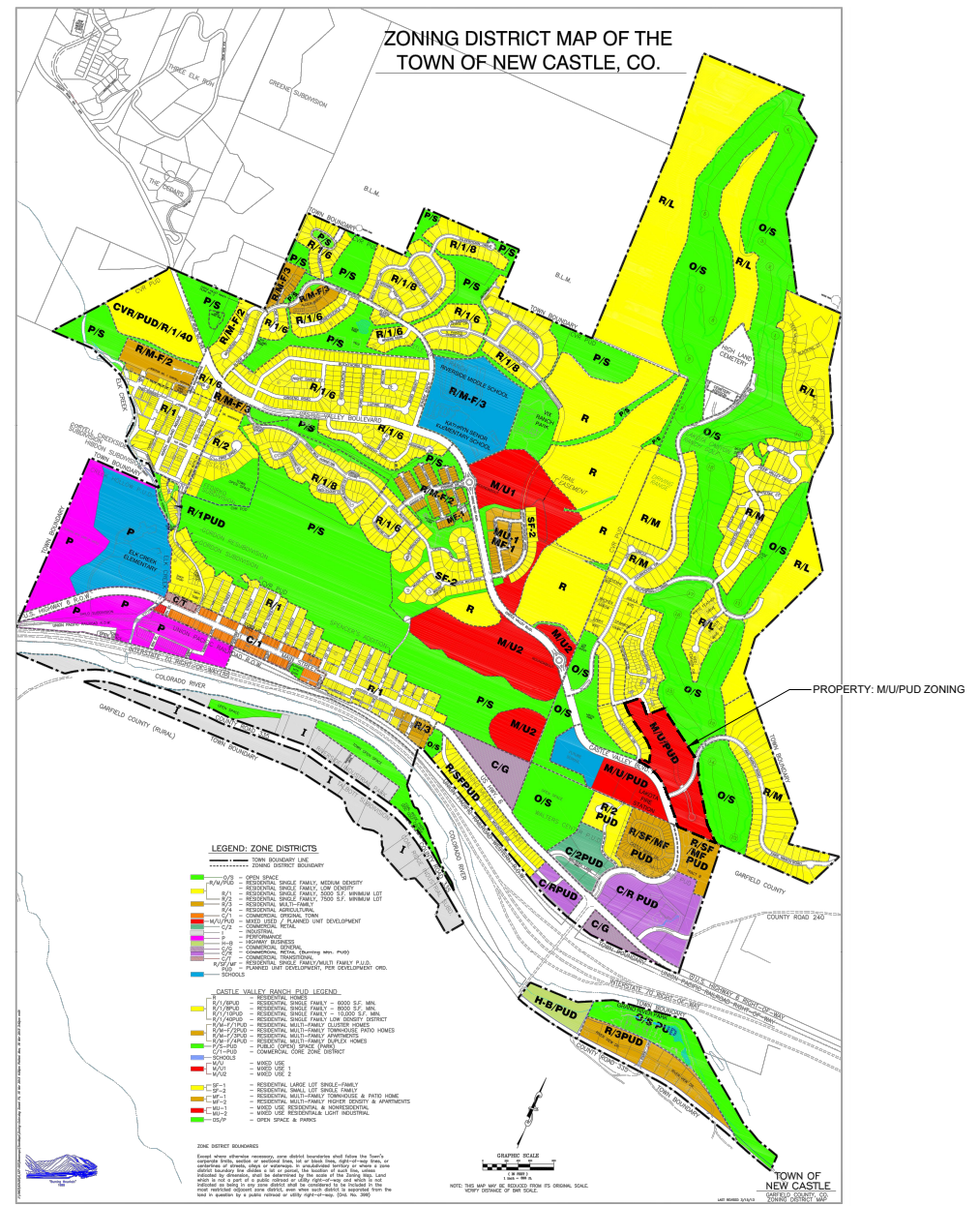


Sheet Name: Site Plan  
 Sheet Number: L.1.00

THE LONGVIEW AT LAKOTA CANYON RANCH  
 Client:  
 The Romero Group  
 350 Market Street  
 Suite 304  
 Basalt, CO 81621



MIXED USE ZONING LCR PUD MATRIX	
<b>Allowed per Code</b>	<b>Proposed</b>
Multifamily residential dwellings	yes
Residential & commercial in same building	yes
Retail sales	yes
Services	yes
Recreation & entertainment	yes
Other	yes
Single family	yes
<b>Required per Code</b>	<b>Proposed</b>
15% gross area as open space	40% gross area as open space
Max residential density = 12 units/acre & 300 dwelling units total	10.6 units/acre & 185 units
Max residential units = 10 units per building	Apartments = 20 & 24 units/building Townhomes = 2 & 3 units/building Mixed-Use = 9 & 10 units /building
Max commercial space - 100,000 SF of interior space	51,407 SF of interior space
Max building height = 35 feet	44 feet = 9' feet increase at CR-5



PARKING REQUIREMENT MATRIX			
<b>Required per Code</b>	<b>Required per Application</b>	<b>Proposed Parking Spaces</b>	<b>Shared Parking Scenario per the Institute of Transportation Engineer's (ITE) Shared Parking Matrix (see parking study)</b>
Residential Single Family Home = 2 spaces per unit	28 units = 56 parking spaces	56 parking spaces	56 parking spaces
Residential Multi-Family Townhomes = 2 spaces per unit	21 units = 42 parking spaces	42 parking spaces	42 parking spaces
Residential Multi-Family Apartments = 2 spaces per unit	136 units = 272 parking spaces	272 parking spaces	272 parking spaces
Commercial = 2 spaces per 300 SF	31,853 SF = 212 parking spaces	171 total commercial and office parking spaces (40% reduction per code)	443 shared spaces / 253 spaces needed per ITE's highest projected parking demand = 172% parked
Commercial Office = 1 space per 300 SF	19,554 SF = 65 parking spaces		
277 parking spaces			

Print Date: JANUARY 13, 2023	<table border="1"> <thead> <tr> <th colspan="4">Issue &amp; Revisions</th> </tr> <tr> <th>Date:</th> <th>Comments:</th> <th>Drawn by:</th> <th>Checked by:</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Issue & Revisions				Date:	Comments:	Drawn by:	Checked by:										Sheet Name: ZONING DIAGRAM	THE LONGVIEW AT LAKOTA CANYON RANCH Client: The Romero Group 350 Market Street Suite 304 Basalt, CO 81621
Issue & Revisions																				
Date:		Comments:	Drawn by:	Checked by:																
File Name: THE LONGVIEW AT LAKOTA CANYON RANCH	Sheet Number: L.2.00																			
Horiz. Scale: 1" = 60' 	These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.																			





<p>Print Date: JANUARY 13, 2023</p> <p>File Name: THE LONGVIEW AT LAKOTA CANYON RANCH</p> <p>Horiz. Scale: 1" = 60'</p> <p style="font-size: small;">These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.</p>	<p><b>Issue &amp; Revisions</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Date:</th> <th style="width: 30%;">Comments:</th> <th style="width: 15%;">Drawn by:</th> <th style="width: 15%;">Checked by:</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Date:	Comments:	Drawn by:	Checked by:														<p>Sheet Name: Open Space Plan</p> <p>Sheet Number: L.3.00</p>	<p>THE LONGVIEW AT LAKOTA CANYON RANCH</p> <p style="font-size: small;">Client: The Romero Group 350 Market Street Suite 304 Basalt, CO 81621</p>
Date:	Comments:	Drawn by:	Checked by:																	





TOTAL PLOWABLE HARDSCAPE = 5.25 ACRES  
15% = .79 ACRES

ZONING SCHEDULE		
SYMBOL	NOTES	ACRES
	SNOW STORAGE AREA	0.82

Print Date: JANUARY 13, 2023  
 File Name: THE LONGVIEW AT LAKOTA CANYON RANCH  
 Horiz. Scale: 1" = 60'  
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Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:







Sheet Name: Service Areas + Snow Storage Plan  
 Sheet Number: L.4.00

THE LONGVIEW AT LAKOTA CANYON RANCH  
 Client:  
 The Romero Group  
 350 Market Street  
 Suite 304  
 Basalt, CO 81621





CIRCULATION SCHEDULE	
SYMBOL	NOTES
	MINOR ARTERIAL ROADWAY
	LOCAL ROADWAY
	PEDESTRIAN/BIKE PATH
	SIDEWALK

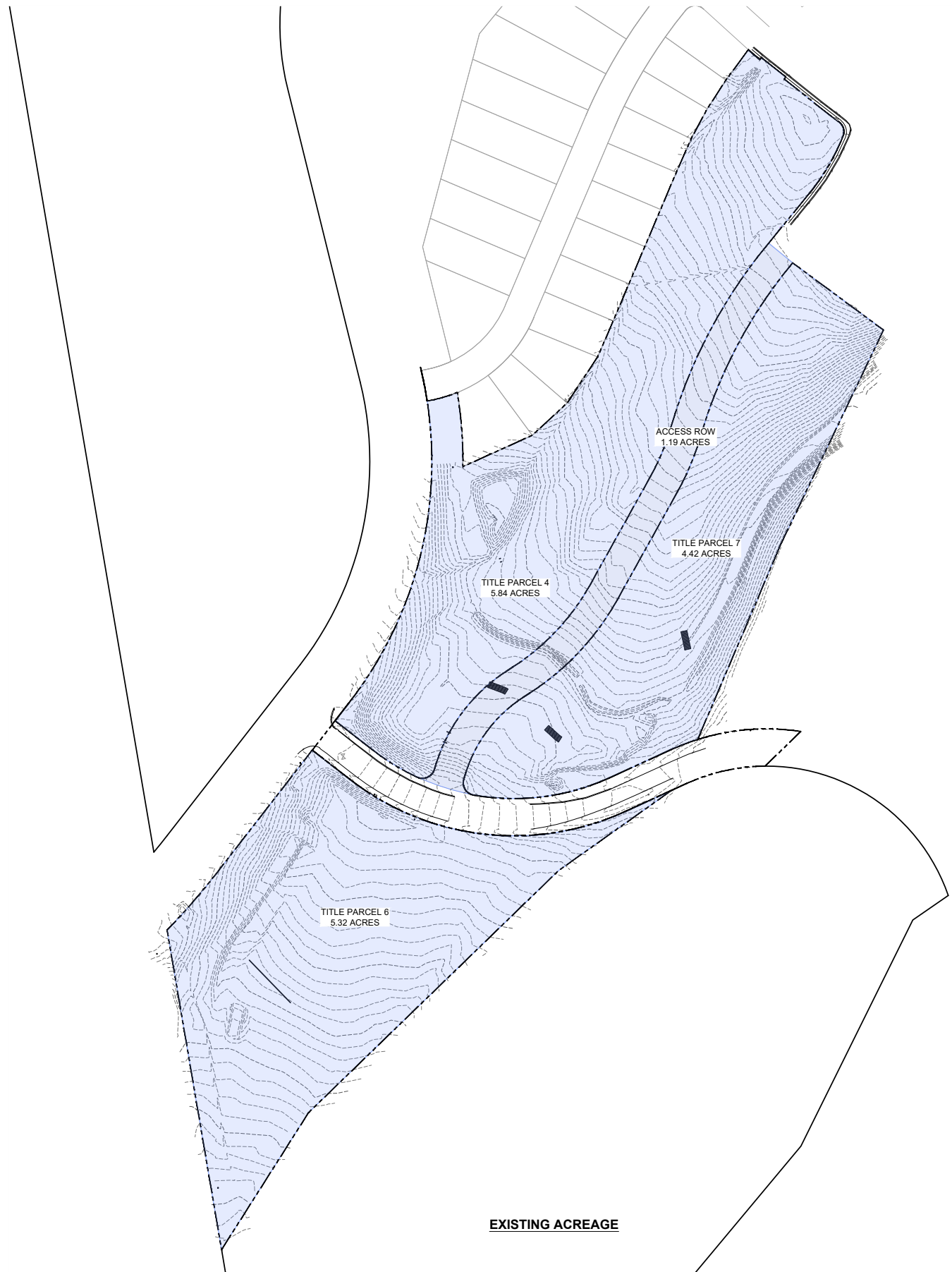
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 Horiz. Scale: 1" = 60'  
 These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.

Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:

Sheet Name: Circulation Diagram  
 Sheet Number: L.6.00

THE LONGVIEW AT LAKOTA CANYON RANCH  
 Client:  
 The Romero Group  
 350 Market Street  
 Suite 304  
 Basalt, CO 81621





Print Date: JANUARY 13, 2023  
 File Name: THE LONGVIEW AT LAKOTA CANYON RANCH  
 Horiz. Scale: 1" = 100'

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Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:



Sheet Name: Acreage Use Diagram  
 Sheet Number: L.8.00

THE LONGVIEW AT LAKOTA CANYON RANCH  
 Client:  
 The Romero Group  
 350 Market Street  
 Suite 304  
 Basalt, CO 81621





**PLANT SCHEDULE**

TREES	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY
	Amelanchier x grandiflora 'Princess Diana' / Princess Diana Apple Serviceberry	B & B	2"Cal		5
	Crataegus viridis / Green Hawthorn	B & B	3"Cal		20
	Gleditsia triacanthos inermis 'Shademaster' / Shademaster Honey Locust	B & B	3"Cal		23
	Koelreuteria paniculata / Golden Rain Tree	B & B	3"Cal		19
	Pinus aristata / Bristlecone Pine	B & B		8' - 10' H	41
	Pinus flexilis 'Glauca' / Blue Limber Pine	B & B		10' - 12' H	13
	Quercus lyrata / Overcup Oak	B & B	3"Cal		35
SHRUB AREAS	BOTANICAL / COMMON NAME	CONT	FIELD2	FIELD3	QTY
	Shrub & Perennial garden bed	1gal&5gal			21,658 sf
GROUND COVERS	BOTANICAL / COMMON NAME	CONT	FIELD2	FIELD3	QTY
	Western native seed / Xeriscape Lawn Mix 80% Buchloe dactyloides 20% Bouteloua gracilis	seed			108,484 sf
	Western native seed / Pinon Juniper Meadow Mix 70% Native Grasses/ 30% Native Wildflowers	seed			185,512 sf

Print Date: JANUARY 13, 2023  
 File Name: THE LONGVIEW AT LAKOTA CANYON RANCH  
 Horiz. Scale: 1" = 60'  
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Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:



Sheet Name: Landscape Plan  
 Sheet Number: L.7.00

THE LONGVIEW AT LAKOTA CANYON RANCH  
 Client:  
 The Romero Group  
 350 Market Street  
 Suite 304  
 Basalt, CO 81621





**PLANT SCHEDULE**

TREES

BOTANICAL / COMMON NAME

SHRUB AREAS

BOTANICAL / COMMON NAME



Shrub & Perennial garden bed

GROUND COVERS

BOTANICAL / COMMON NAME



Western native seed / Xeriscape Lawn Mix  
80% Buchloe dactyloides  
20% Bouteloua gracilis



Western native seed / Pinon Juniper Meadow Mix  
70% Native Grasses/ 30% Native Wildflowers



Amelanchier x grandiflora 'Princess Diana' / Princess Diana Apple Serviceberry



Crataegus viridis / Green Hawthorn



Gleditsia triacanthos inermis 'Shademaster' / Shademaster Honey Locust



Koelreuteria paniculata / Golden Rain Tree



Pinus aristata / Bristlecone Pine



Pinus flexilis 'Glauca' / Blue Limber Pine



Quercus lyrata / Overcup Oak

Print Date: FEBRUARY 27, 2023
File Name: THE LONGVIEW AT LAKOTA CANYON RANCH
Horiz. Scale: 1" = 40' 
These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.

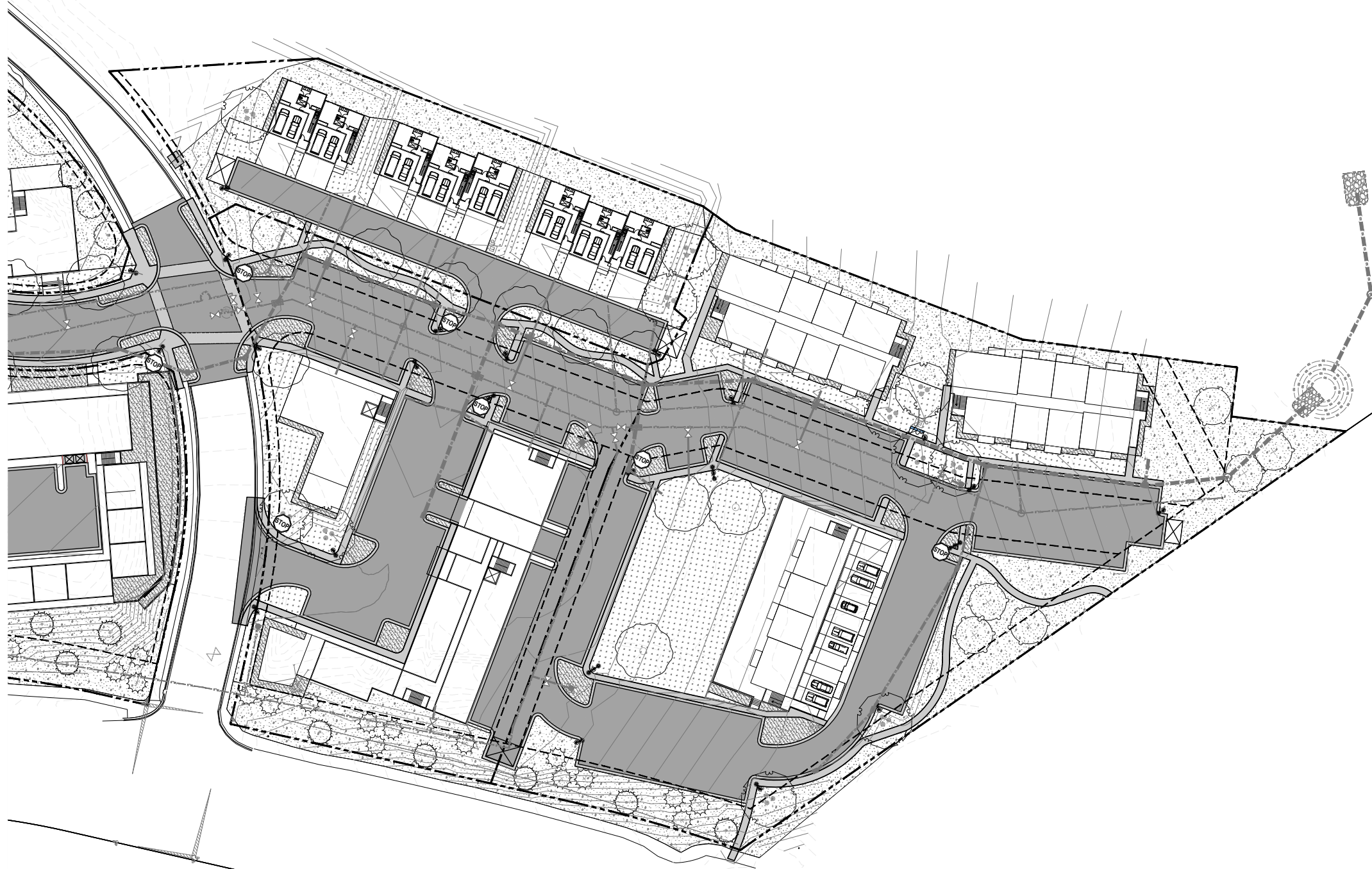
Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:



Sheet Name: Landscape Plan Enlargement  
Sheet Number: L.7.01

THE LONGVIEW AT LAKOTA CANYON RANCH  
Client:  
The Romero Group  
350 Market Street  
Suite 304  
Basalt, CO 81621





**PLANT SCHEDULE**


TREES

BOTANICAL / COMMON NAME

-  Amelanchier x grandiflora 'Princess Diana' / Princess Diana Apple Serviceberry
-  Crataegus viridis / Green Hawthorn
-  Gleditsia triacanthos inermis 'Shademaster' / Shademaster Honey Locust
-  Koelreuteria paniculata / Golden Rain Tree
-  Pinus aristata / Bristlecone Pine
-  Pinus flexilis 'Glauca' / Blue Limber Pine
-  Quercus lyrata / Overcup Oak



SHRUB AREAS

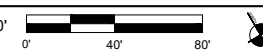
BOTANICAL / COMMON NAME

-  Shrub & Perennial garden bed

GROUND COVERS

BOTANICAL / COMMON NAME

-  Western native seed / Xeriscape Lawn Mix  
80% Buchloe dactyloides  
20% Bouteloua gracilis
-  Western native seed / Pinon Juniper Meadow Mix  
70% Native Grasses/ 30% Native Wildflowers

Print Date: FEBRUARY 27, 2023  
 File Name: THE LONGVIEW AT LAKOTA CANYON RANCH  
 Horiz. Scale: 1" = 40'  
  
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Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:



Sheet Name: Landscape Plan Enlargement	THE LONGVIEW AT LAKOTA CANYON RANCH
Sheet Number: L.7.02	Client: The Romero Group 350 Market Street Suite 304 Basalt, CO 81621





REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
1	PRIVATE PARCEL - SINGLE LAMP DARK SKY COMPLIANT STREET LIGHT	34	
2	PRIVATE PARCEL - DOUBLE LAMP DARK SKY COMPLIANT STREET LIGHT	5	
3	ROW - SINGLE LAMP DARK SKY COMPLIANT STREET LIGHT XCEL DOMUS LAMP	21	

Print Date: JANUARY 13, 2023  
 File Name: THE LONGVIEW AT LAKOTA CANYON RANCH  
 Horiz. Scale: 1" = 60'  
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Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:

Sheet Name: Lighting & Signage Plan  
 Sheet Number: L.9.00

THE LONGVIEW AT LAKOTA CANYON RANCH  
 Client:  
 The Romero Group  
 350 Market Street  
 Suite 304  
 Basalt, CO 81621



LIT DEVELOPMENT SIGNAGE ON WALL

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
1	PRIVATE PARCEL- SINGLE LAMP DARK SKY COMPLIANT STREET LIGHT	34	
2	PRIVATE PARCEL- DOUBLE LAMP DARK SKY COMPLIANT STREET LIGHT	5	
3	ROW- SINGLE LAMP DARK SKY OCMPLIANT STREET LIGHT XCEL DOMUS LAMP	21	

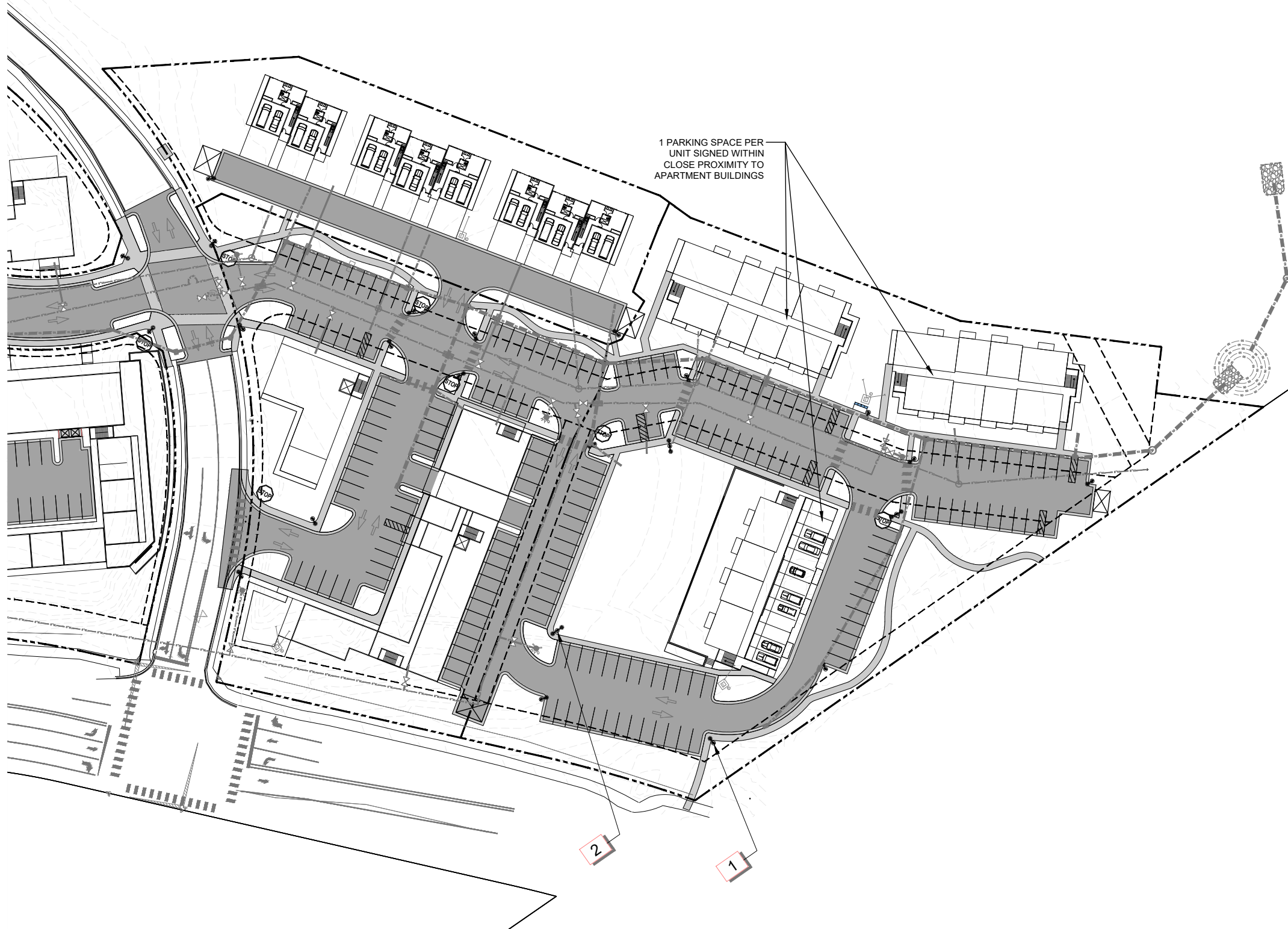
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 File Name: THE LONGVIEW AT LAKOTA CANYON RANCH  
 Horiz. Scale: 1" = 40'  
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Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:



Sheet Name: Lighting & Signage Plan  
 Sheet Number: L.9.01  
 THE LONGVIEW AT LAKOTA CANYON RANCH  
 Client: The Romero Group  
 350 Market Street  
 Suite 304  
 Basalt, CO 81621





REFERENCE NOTES SCHEDULE

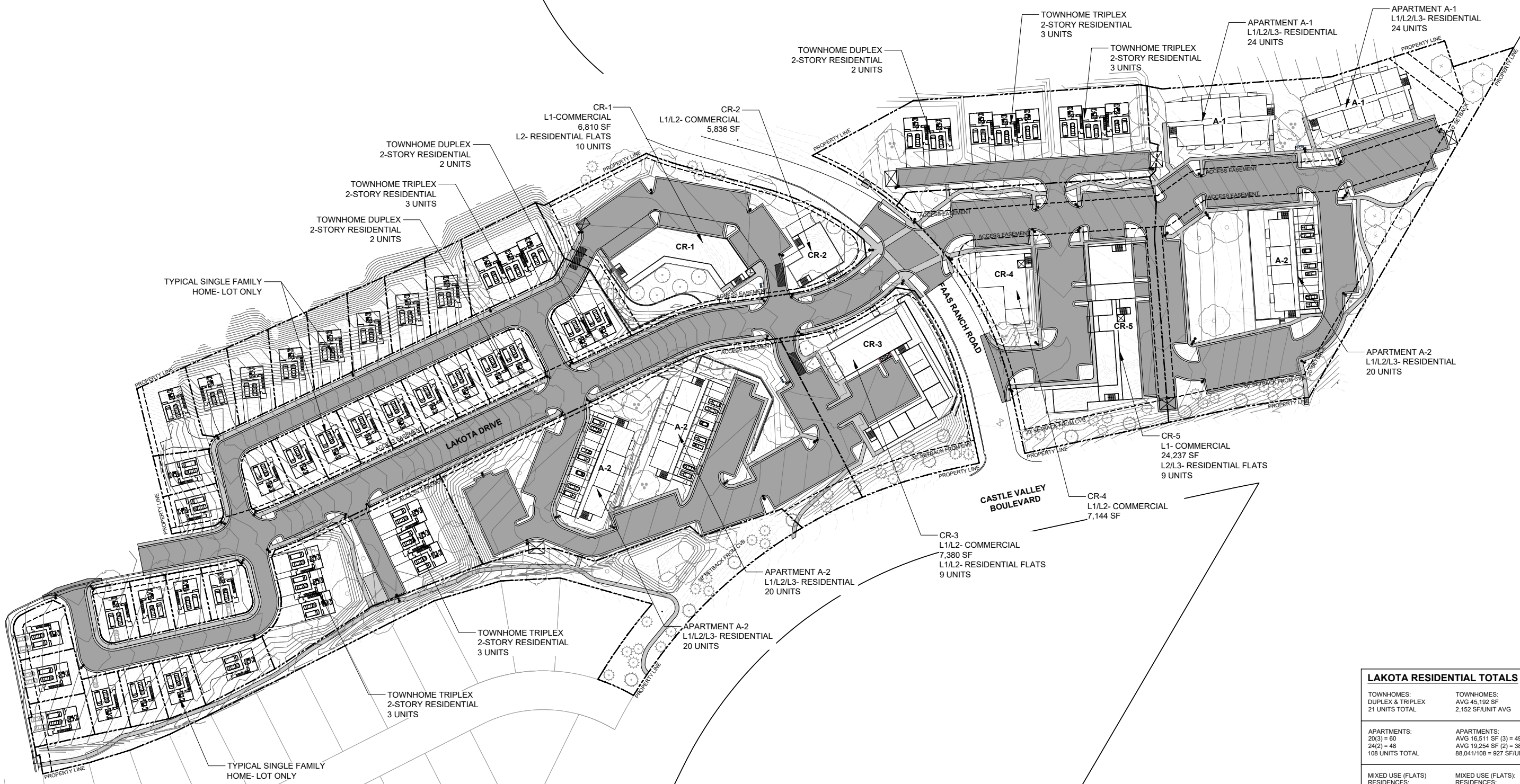
SYMBOL	DESCRIPTION	QTY	DETAIL
1	PRIVATE PARCEL- SINGLE LAMP DARK SKY COMPLIANT STREET LIGHT	34	
2	PRIVATE PARCEL- DOUBLE LAMP DARK SKY COMPLIANT STREET LIGHT	5	
3	ROW- SINGLE LAMP DARK SKY OCMPLIANT STREET LIGHT XCEL DOMUS LAMP	21	

Print Date: JANUARY 13, 2023  
 File Name: THE LONGVIEW AT LAKOTA CANYON RANCH  
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Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:

Sheet Name: Lighting & Signage Plan	THE LONGVIEW AT LAKOTA CANYON RANCH
Sheet Number: L.9.02	Client: The Romero Group 350 Market Street Suite 304 Basalt, CO 81621





LAKOTA RESIDENTIAL TOTALS	
TOWNHOMES: DUPLEX & TRIPLEX 21 UNITS TOTAL	TOWNHOMES: AVG 45,192 SF 2,152 SF/UNIT AVG
APARTMENTS: 20(3) = 60 24(2) = 48 108 UNITS TOTAL	APARTMENTS: AVG 16,511 SF (3) = 49,533 SF AVG 19,254 SF (2) = 38,508 SF 88,041/108 = 927 SF/UNIT AVG
MIXED USE (FLATS) RESIDENCES: 28 UNITS TOTAL	MIXED USE (FLATS): RESIDENCES: 25,863/28 = 924 SF/UNIT AVG
SINGLE FAMILY LOTS: 28 UNITS TOTAL	

Print Date: JANUARY 13, 2023  
 File Name: THE LONGVIEW AT LAKOTA CANYON RANCH  
 Horiz. Scale: 1" = 60'

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Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:



Sheet Name: Site Plan Unit Count Info	THE LONGVIEW AT LAKOTA CANYON RANCH
Sheet Number: L.10.00	
Client: The Romero Group 350 Market Street Suite 304 Basalt, CO 81621	

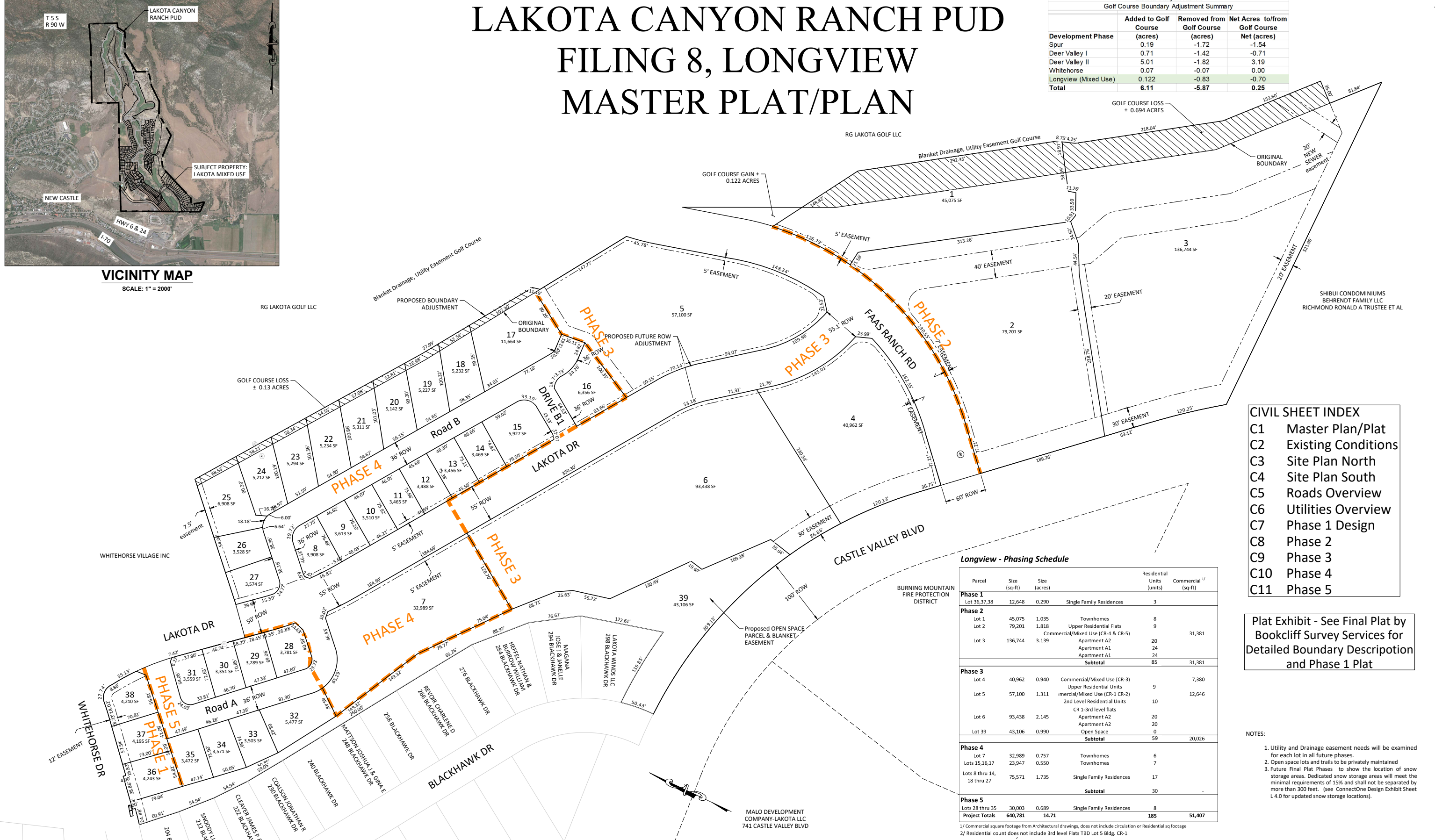


# LAKOTA CANYON RANCH PUD FILING 8, LONGVIEW MASTER PLAT/PLAN

Lakota Canyon Ranch Golf Course Boundary Adjustment Summary			
Development Phase	Added to Golf Course (acres)	Removed from Golf Course (acres)	Net Acres to/from Golf Course (acres)
Spur	0.19	-1.72	-1.54
Deer Valley I	0.71	-1.42	-0.71
Deer Valley II	5.01	-1.82	3.19
Whitehorse	0.07	-0.07	0.00
Longview (Mixed Use)	0.122	-0.83	-0.70
<b>Total</b>	<b>6.11</b>	<b>-5.87</b>	<b>0.25</b>



**VICINITY MAP**  
SCALE: 1" = 2000'



**CIVIL SHEET INDEX**

C1	Master Plan/Plat
C2	Existing Conditions
C3	Site Plan North
C4	Site Plan South
C5	Roads Overview
C6	Utilities Overview
C7	Phase 1 Design
C8	Phase 2
C9	Phase 3
C10	Phase 4
C11	Phase 5

Plat Exhibit - See Final Plat by Bookcliff Survey Services for Detailed Boundary Description and Phase 1 Plat

**Longview - Phasing Schedule**

Parcel	Size (sq-ft)	Size (acres)	Residential Units (units)	Commercial <sup>1/2</sup> (sq-ft)
<b>Phase 1</b>				
Lot 36,37,38	12,648	0.290	Single Family Residences	3
<b>Phase 2</b>				
Lot 1	45,075	1.035	Townhomes	8
Lot 2	79,201	1.818	Upper Residential Flats	9
Lot 3	136,744	3.139	Commercial/Mixed Use (CR-4 & CR-5)	31,381
			Apartment A2	24
			Apartment A1	24
			Open Space	0
			<b>Subtotal</b>	85
<b>Phase 3</b>				
Lot 4	40,962	0.940	Commercial/Mixed Use (CR-3)	7,380
Lot 5	57,100	1.311	Upper Residential Units	9
			Commercial/Mixed Use (CR-1 CR-2)	10
			2nd Level Residential Units	10
Lot 6	93,438	2.145	CR 1-3rd level flats	20
			Apartment A2	20
Lot 39	43,106	0.990	Open Space	0
			<b>Subtotal</b>	59
<b>Phase 4</b>				
Lot 7	32,989	0.757	Townhomes	6
Lots 15,16,17	23,947	0.550	Townhomes	7
Lots 8 thru 14, 18 thru 27	75,571	1.735	Single Family Residences	17
			<b>Subtotal</b>	30
<b>Phase 5</b>				
Lots 28 thru 35	30,003	0.689	Single Family Residences	8
<b>Project Totals</b>	<b>640,781</b>	<b>14.71</b>		<b>185</b>
				<b>51,407</b>

- NOTES:
- Utility and Drainage easement needs will be examined for each lot in all future phases.
  - Open space lots and trails to be privately maintained
  - Future Final Plat Phases to show the location of snow storage areas. Dedicated snow storage areas will meet the minimal requirements of 15% and shall not be separated by more than 300 feet. (see ConnectOne Design Exhibit Sheet L 4.0 for updated snow storage locations).

Print Date: April 5, 2023  
 File Name: CRE Design - Lakota Mixed Use.dwg  
 Horiz. Scale: SCALE: 1" = 60'

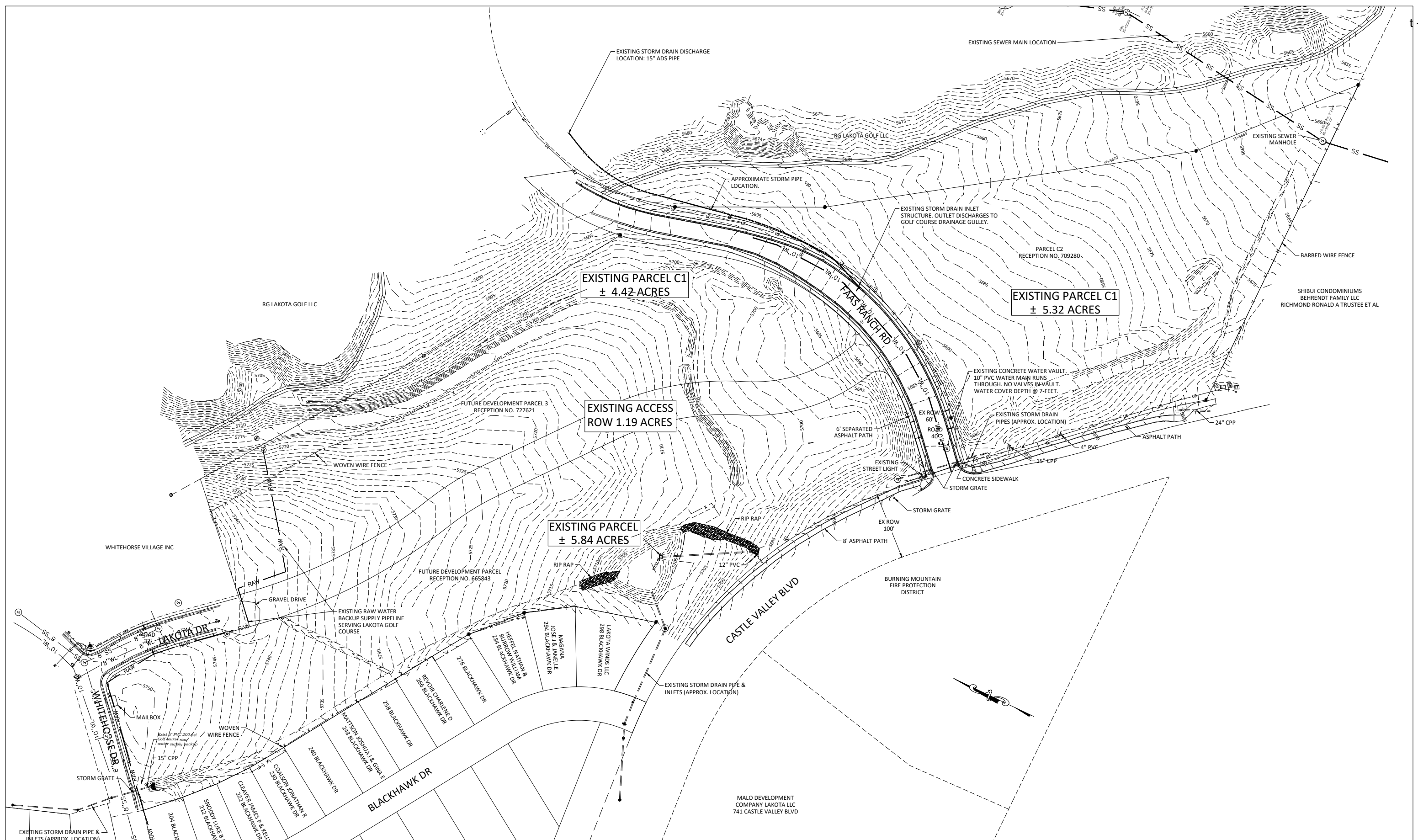
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Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:

Sheet Name: MASTER PLAT/PLAN  
 Sheet Number: **C1**

THE LONGVIEW AT LAKOTA CANYON RANCH  
 Client:  
 The Romero Group  
 350 Market Street  
 Suite 304  
 Basalt, CO 81621





Print Date: December 18, 2022  
 File Name: CRE Design - Lakota Mixed Use.dwg  
 Horiz. Scale: SCALE: 1" = 60'

These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.

Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:

Sheet Name: EXISTING CONDITIONS  
 Sheet Number: **C2**

THE LONGVIEW AT LAKOTA CANYON RANCH  
 Client:  
 The Romero Group  
 350 Market Street  
 Suite 304  
 Basalt, CO 81621





Print Date: December 18, 2022  
 File Name: CRE Design - Lakota Mixed Use.dwg  
 Horiz. Scale: SCALE: 1" = 40'

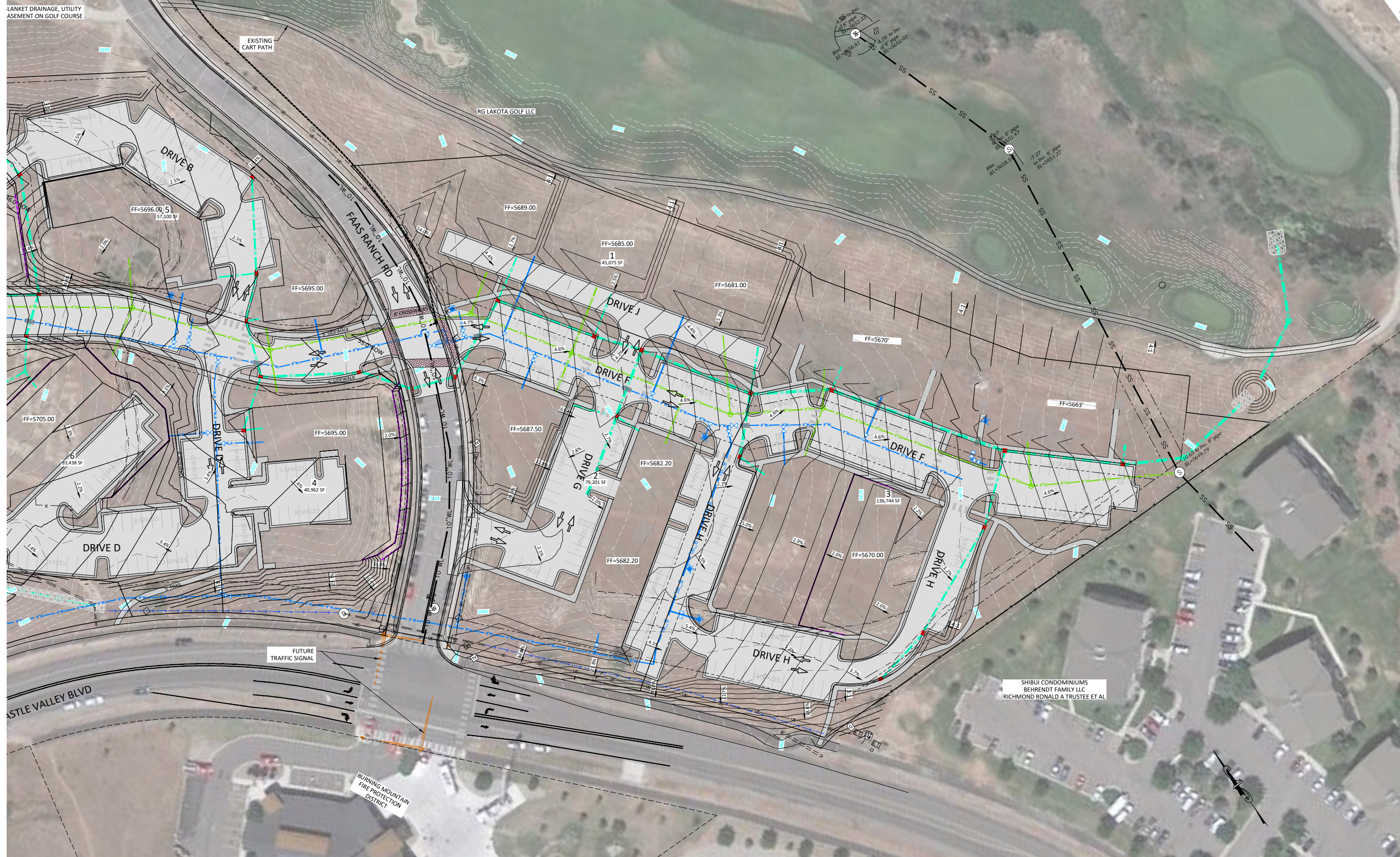
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Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:

Sheet Name: SITE PLAN NORTH  
 Sheet Number: C3

THE LONGVIEW AT LAKOTA CANYON RANCH  
 Client: The Romero Group  
 350 Market Street Suite 304 Basalt, CO 81621





Print Date: December 18, 2022  
 File Name: CRE Design - Lakota Mixed Use.dwg  
 Horiz. Scale: SCALE: 1" = 40'

These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.

Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:

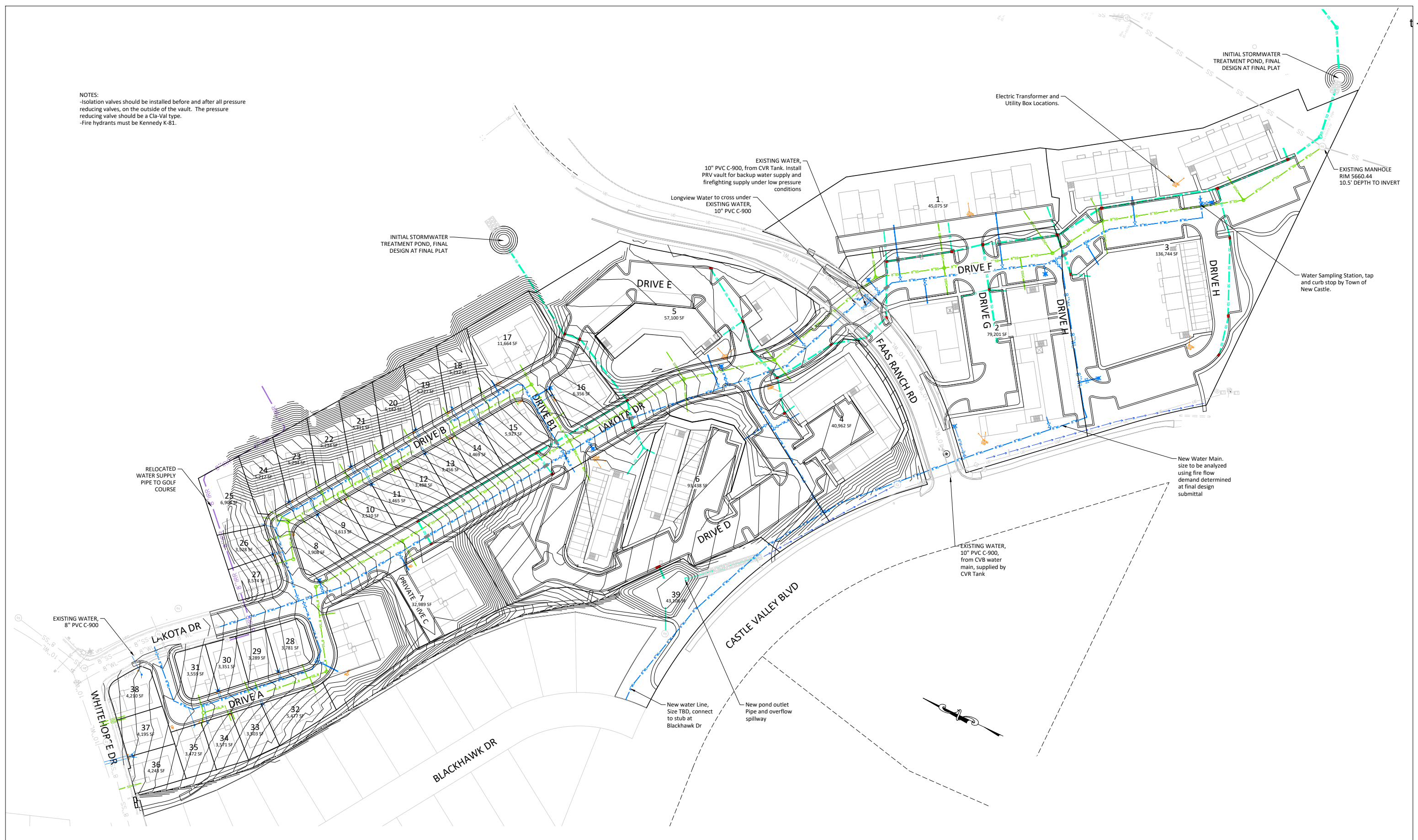
Sheet Name: SITE PLAN SOUTH  
 Sheet Number: **C4**

THE LONGVIEW AT LAKOTA CANYON RANCH  
 Client:  
 The Romero Group  
 350 Market Street  
 Suite 304  
 Basalt, CO 81621



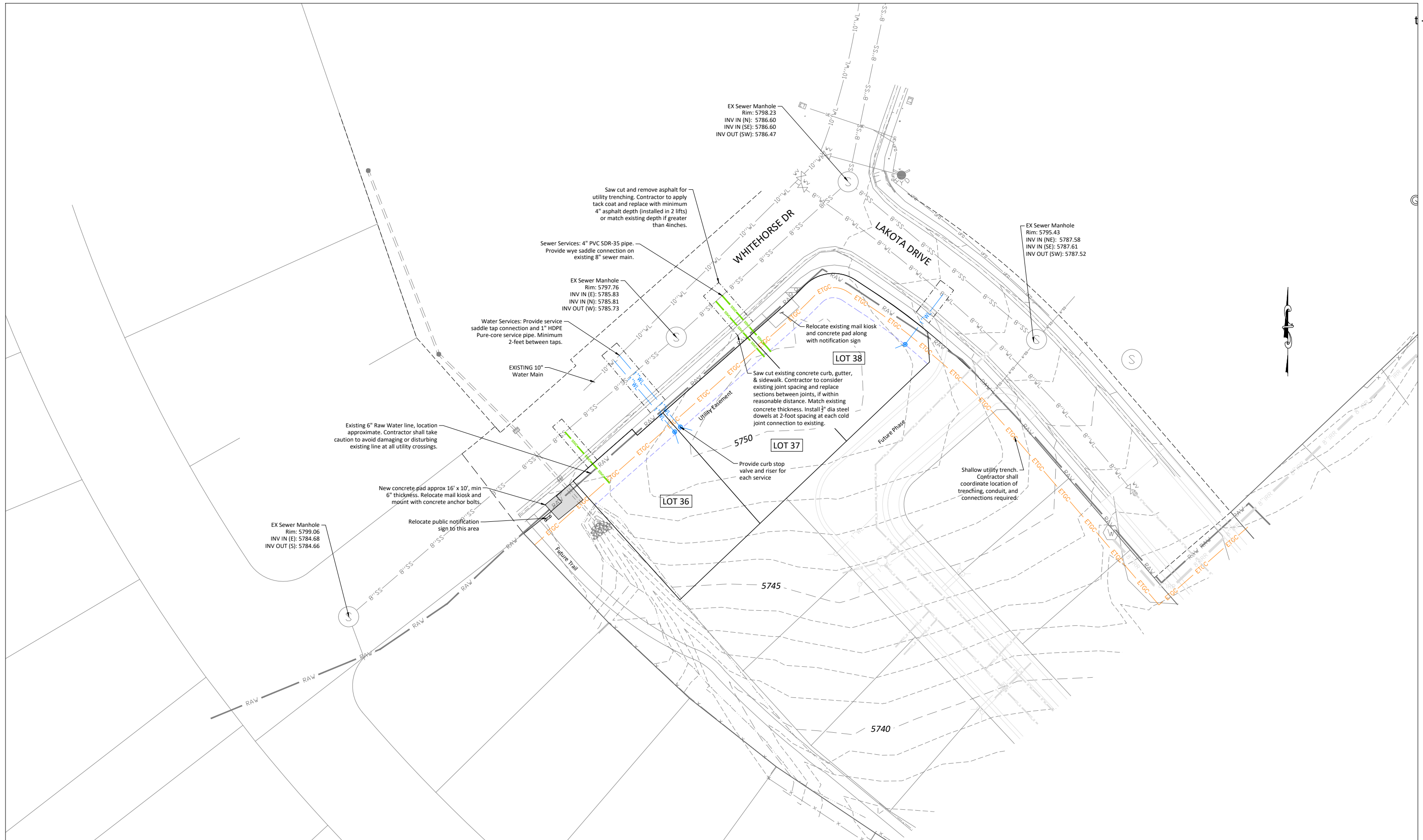


NOTES:  
 -Isolation valves should be installed before and after all pressure reducing valves, on the outside of the vault. The pressure reducing valve should be a Cla-Val type.  
 -Fire hydrants must be Kennedy K-81.



Print Date: April 5, 2023	<b>Issue &amp; Revisions</b>				Sheet Name: UTILITIES OVERVIEW	THE LONGVIEW AT LAKOTA CANYON RANCH
File Name: CRE Design - Lakota Mixed Use.dwg	Date: 8/17/2022	Comments: Drive A&B to one way, parking one side, added S' SW, crosswalks	Checked by:		Sheet Number: <b>C6</b>	Client: The Romero Group 350 Market Street Suite 304 Basalt, CO 81621
Horiz. Scale: SCALE: 1" = 60'						
These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.						





Print Date: December 18, 2022  
 File Name: Phase 1.dwg  
 Horiz. Scale: SCALE: 1" = 20'

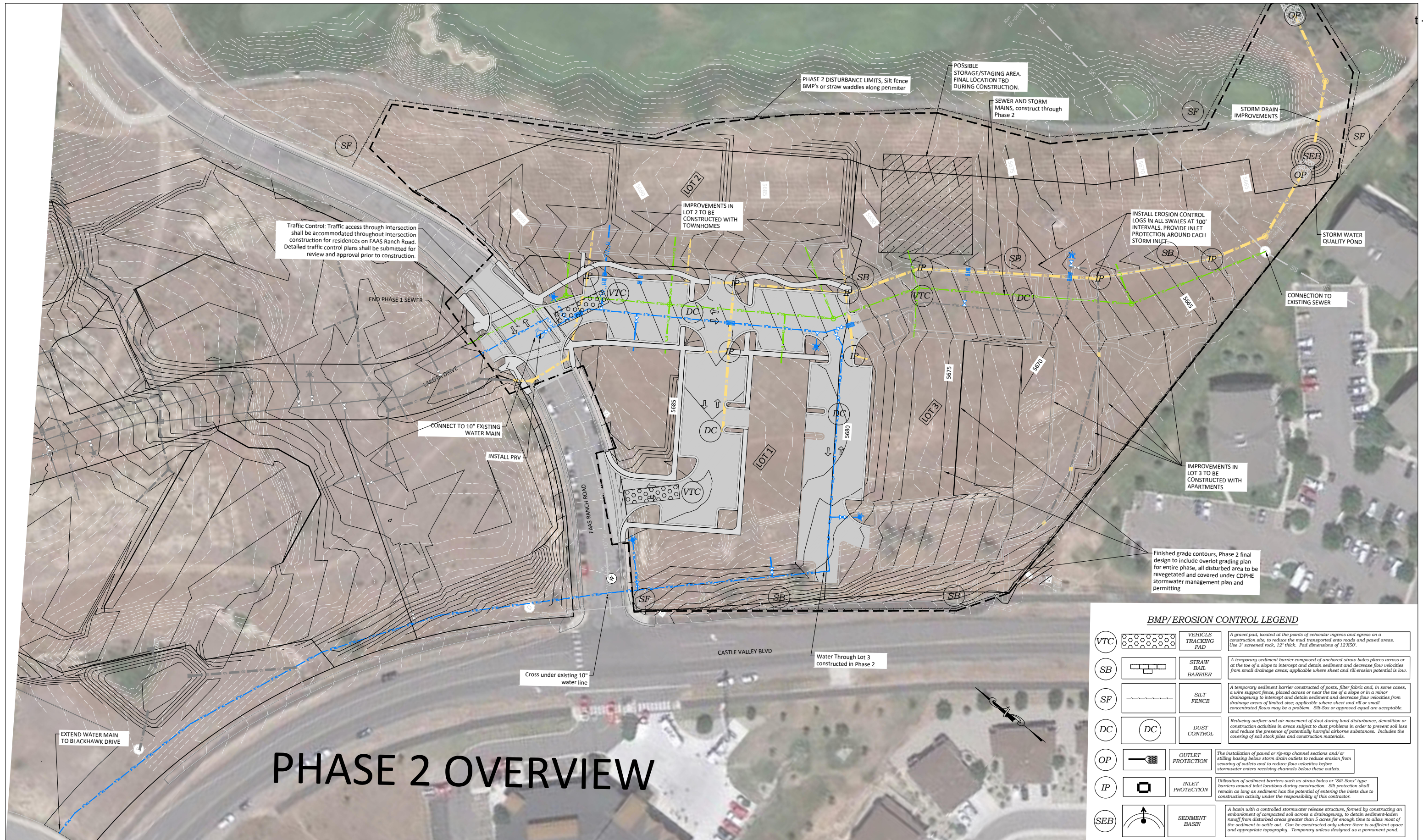
These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.

Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:

Sheet Name: PHASE 1  
 Sheet Number: **C7**

THE LONGVIEW AT LAKOTA CANYON RANCH  
 Client:  
 The Romero Group  
 350 Market Street  
 Suite 304  
 Basalt, CO 81621





**BMP/ EROSION CONTROL LEGEND**

VTC		VEHICLE TRACKING PAD	A gravel pad, located at the points of vehicular ingress and egress on a construction site, to reduce the mud transported onto roads and paved areas. Use 3" screened rock, 12" thick. Pad dimensions of 12'X50'.
SB		STRAW BALE BARRIER	A temporary sediment barrier composed of anchored straw bales placed across or at the toe of a slope to intercept and detain sediment and decrease flow velocities from small drainage areas; applicable where sheet and rill erosion potential is low.
SF		SILT FENCE	A temporary sediment barrier constructed of posts, filter fabric and, in some cases, a wire support fence, placed across or near the toe of a slope or in a minor drainage way to intercept and detain sediment and decrease flow velocities from drainage areas of limited size; applicable where sheet and rill or small concentrated flows may be a problem. Silt-Sox or approved equal are acceptable.
DC		DUST CONTROL	Reducing surface and air movement of dust during land disturbance, demolition or construction activities in areas subject to dust problems in order to prevent soil loss and reduce the presence of potentially harmful airborne substances. Includes the covering of soil stock piles and construction materials.
OP		OUTLET PROTECTION	The installation of paved or rip-rap channel sections and/or stilling basins below storm drain outlets to reduce erosion from scouring of outlets and to reduce flow velocities before stormwater enters receiving channels below these outlets.
IP		INLET PROTECTION	Utilization of sediment barriers such as straw bales or "Silt-Sox" type barriers around inlet locations during construction. Silt protection shall remain as long as sediment has the potential of entering the inlets due to construction activity under the responsibility of this contractor.
SEB		SEDIMENT BASIN	A basin with a controlled stormwater release structure, formed by constructing an embankment of compacted soil across a drainage way, to detain sediment-laden runoff from disturbed areas greater than 5 acres for enough time to allow most of the sediment to settle out. Can be constructed only where there is sufficient space and appropriate topography. Temporary unless designed as a permanent pond.

Print Date: December 18, 2022  
 File Name: CRE Design - Lakota Mixed Use.dwg  
 Horiz. Scale: SCALE: 1" = 40'

These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.

Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:

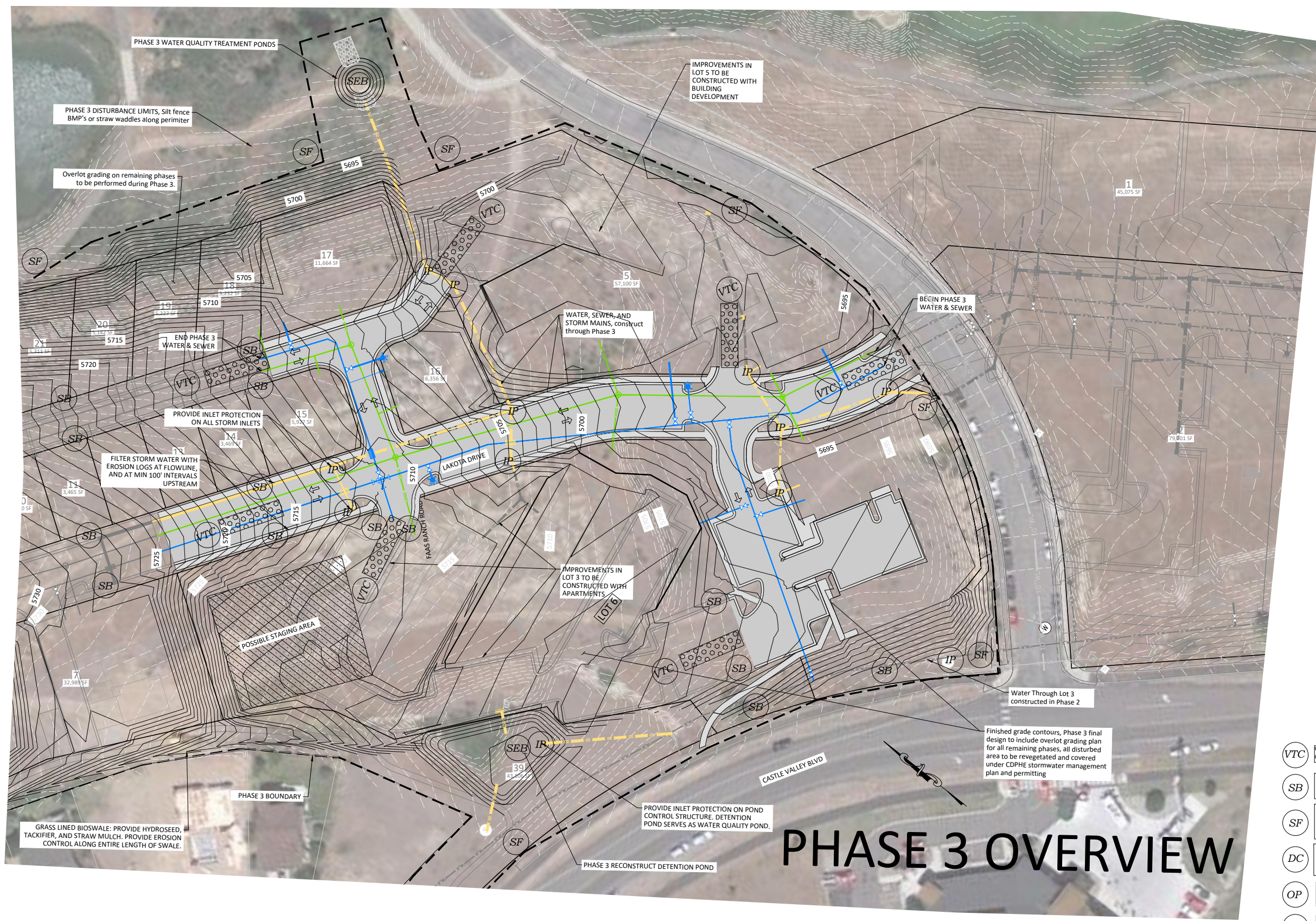
Sheet Name: PHASE 2

Sheet Number: **C8**

THE LONGVIEW AT LAKOTA CANYON RANCH

Client:  
 The Romero Group  
 350 Market Street  
 Suite 304  
 Basalt, CO 81621





# PHASE 3 OVERVIEW

Note: Road dead ends to be reviewed by Fire District for emergency vehicle access prior to construction.

### BMP/EROSION CONTROL LEGEND

VTC		VEHICLE TRACKING PAD	A gravel pad, located at the points of vehicular ingress and egress on a construction site, to reduce the mud transported onto roads and paved areas. Use 3" screened rock, 12" thick. Pad dimensions of 12X50'.
SB		STRAW BALE BARRIER	A temporary sediment barrier composed of anchored straw bales placed across or at the toe of a slope to intercept and detain sediment and decrease flow velocities from small drainage areas; applicable where sheet and rill erosion potential is low.
SF		SILT FENCE	A temporary sediment barrier constructed of posts, filter fabric and, in some cases, a wire support fence, placed across or near the toe of a slope or in a minor drainage way to intercept and detain sediment and decrease flow velocities from drainage areas of limited size; applicable where sheet and rill or small concentrated flows may be a problem. Silt-Sox or approved equal are acceptable.
DC		DUST CONTROL	Reducing surface and air movement of dust during land disturbances, demolition or construction activities in areas subject to dust problems in order to prevent soil loss and reduce the presence of potentially harmful airborne substances. Includes the covering of soil stock piles and construction materials.
OP		OUTLET PROTECTION	The installation of paved or rip-rap channel sections and/or stalling basins below storm drain outlets to reduce erosion from scouring of outlets and to reduce flow velocities before stormwater enters receiving channels below these outlets.
IP		INLET PROTECTION	Utilization of sediment barriers such as straw bales or "Silt-Sox" type barriers around inlet locations during construction. Silt protection shall remain as long as sediment has the potential of entering the inlets due to construction activity under the responsibility of this contractor.
SEB		SEDIMENT BASIN	A basin with a controlled stormwater release structure, formed by constructing an embankment of compacted soil across a drainageway, to detain sediment-laden runoff from disturbed areas greater than 5 acres for enough time to allow most of the sediment to settle out. Can be constructed only where there is sufficient space and appropriate topography. Temporary unless designed as a permanent pond.

Print Date: December 18, 2022  
 File Name: CRE Design - Lakota Mixed Use.dwg  
 Horiz. Scale: SCALE: 1" = 40'

These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.

Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:

Sheet Name: PHASE 3

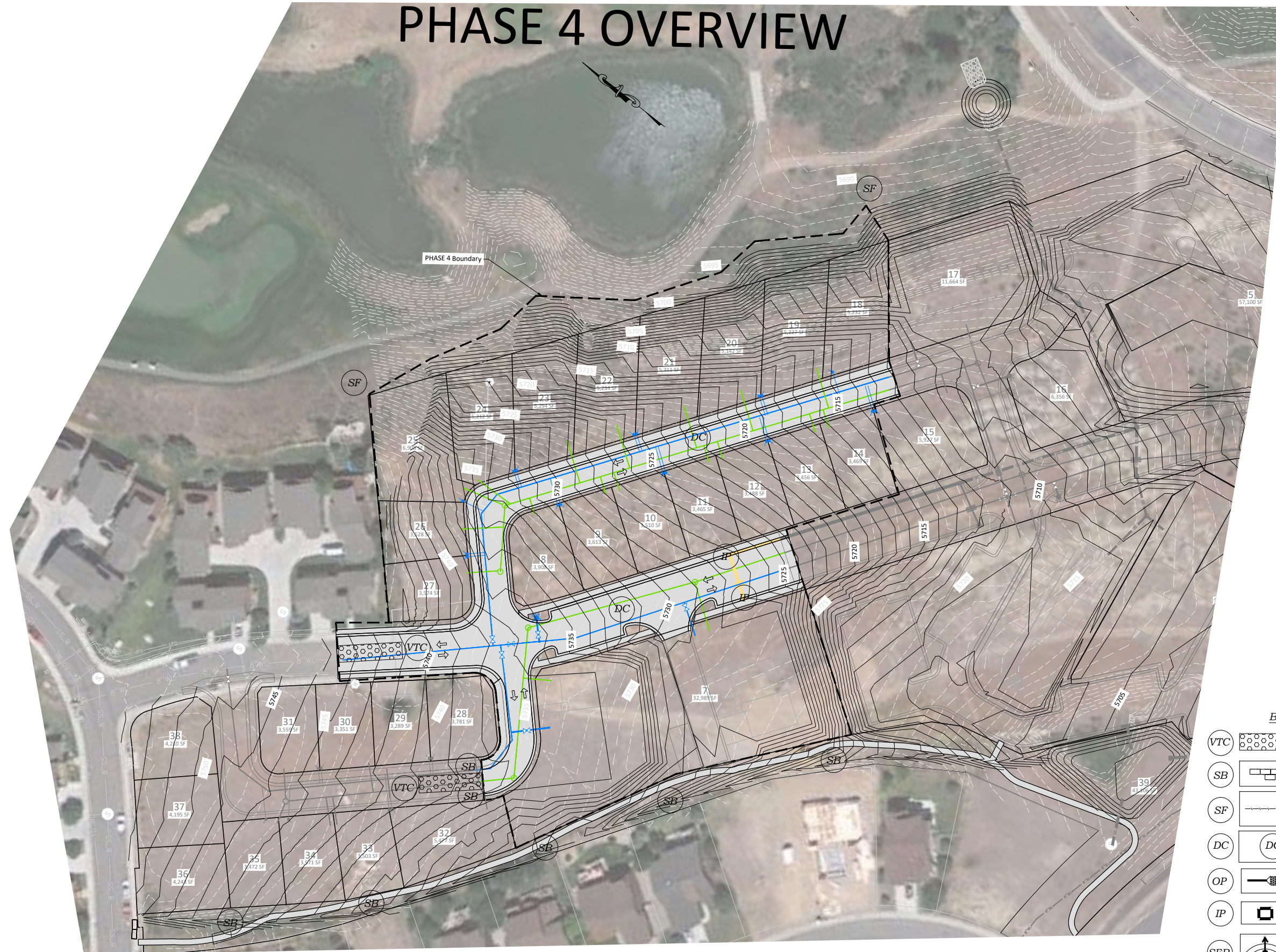
Sheet Number: C9

THE LONGVIEW AT LAKOTA CANYON RANCH

Client:  
 The Romero Group  
 350 Market Street  
 Suite 304  
 Basalt, CO 81621



# PHASE 4 OVERVIEW



Note: Road dead ends to be reviewed by Fire District for emergency vehicle access prior to construction.

### BMP/EROSION CONTROL LEGEND

VTC		VEHICLE TRACKING PAD	A gravel pad, located at the points of vehicular ingress and egress on a construction site, to reduce the mud transported onto roads and paved areas. Use 3" screened rock, 12" thick. Pad dimensions of 12'X50'.
SB		STRAW BALE BARRIER	A temporary sediment barrier composed of anchored straw bales placed across or at the toe of a slope to intercept and detain sediment and decrease flow velocities from small drainage areas; applicable where sheet and rill erosion potential is low.
SF		SILT FENCE	A temporary sediment barrier constructed of posts, filter fabric and, in some cases, a wire support fence, placed across or near the toe of a slope or in a minor drainage way to intercept and detain sediment and decrease flow velocities from drainage areas of limited size; applicable where sheet and rill or small concentrated flows may be a problem. Silt-Sox or approved equal are acceptable.
DC		DUST CONTROL	Reducing surface and air movement of dust during land disturbance, demolition or construction activities in areas subject to dust problems in order to prevent soil loss and reduce the presence of potentially harmful airborne substances. Includes the covering of soil stock piles and construction materials.
OP		OUTLET PROTECTION	The installation of paved or rip-rap channel sections and/or stilling basins below storm drain outlets to reduce erosion from scouring of outlets and to reduce flow velocities before stormwater enters receiving channels below these outlets.
IP		INLET PROTECTION	Utilization of sediment barriers such as straw bales or "Silt-Sox" type barriers around inlet locations during construction. Silt protection shall remain as long as sediment has the potential of entering the inlets due to construction activity under the responsibility of this contractor.
SEB		SEDIMENT BASIN	A basin with a controlled stormwater release structure, formed by constructing an embankment of compacted soil across a drainageway, to detain sediment-laden runoff from disturbed areas greater than 5 acres for enough time to allow most of the sediment to settle out. Can be constructed only where there is sufficient space and appropriate topography. Temporary unless designed as a permanent pond.

Print Date: December 18, 2022  
 File Name: CRE Design - Lakota Mixed Use.dwg  
 Horiz. Scale: SCALE: 1" = 40'

These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.

Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:



Sheet Name: PHASE 4

Sheet Number: **C10**

THE LONGVIEW AT LAKOTA CANYON RANCH

Client:  
 The Romero Group  
 350 Market Street  
 Suite 304  
 Basalt, CO 81621



# PHASE 5 OVERVIEW



Note: Road dead ends to be reviewed by Fire District for emergency vehicle access prior to construction.

### BMP/EROSION CONTROL LEGEND

VTC		VEHICLE TRACKING PAD	A gravel pad, located at the points of vehicular ingress and egress on a construction site, to reduce the mud transported onto roads and paved areas. Use 3" screened rock, 12" thick. Pad dimensions of 12'X50'.
SB		STRAW BALE BARRIER	A temporary sediment barrier composed of anchored straw bales placed across or at the toe of a slope to intercept and detain sediment and decrease flow velocities from small drainage areas; applicable where sheet and rill erosion potential is low.
SF		SILT FENCE	A temporary sediment barrier constructed of posts, filter fabric and, in some cases, a wire support fence, placed across or near the toe of a slope or in a minor drainage way to intercept and detain sediment and decrease flow velocities from drainage areas of limited size; applicable where sheet and rill or small concentrated flows may be a problem. Silt-Sox or approved equal are acceptable.
DC		DUST CONTROL	Reducing surface and air movement of dust during land disturbance, demolition or construction activities in areas subject to dust problems in order to prevent soil loss and reduce the presence of potentially harmful airborne substances. Includes the covering of soil stock piles and construction materials.
OP		OUTLET PROTECTION	The installation of paved or rip-rap channel sections and/or stalling basins below storm drain outlets to reduce erosion from scouring of outlets and to reduce flow velocities before stormwater enters receiving channels below these outlets.
IP		INLET PROTECTION	Utilization of sediment barriers such as straw bales or "Silt-Sox" type barriers around inlet locations during construction. Silt protection shall remain as long as sediment has the potential of entering the inlets due to construction activity under the responsibility of this contractor.
SEB		SEDIMENT BASIN	A basin with a controlled stormwater release structure, formed by constructing an embankment of compacted soil across a drainageway, to detain sediment-laden runoff from disturbed areas greater than 5 acres for enough time to allow most of the sediment to settle out. Can be constructed only where there is sufficient space and appropriate topography. Temporary unless designed as a permanent pond.

Print Date: December 18, 2022  
 File Name: CRE Design - Lakota Mixed Use.dwg  
 Horiz. Scale: SCALE: 1" = 40'

These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.

Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:

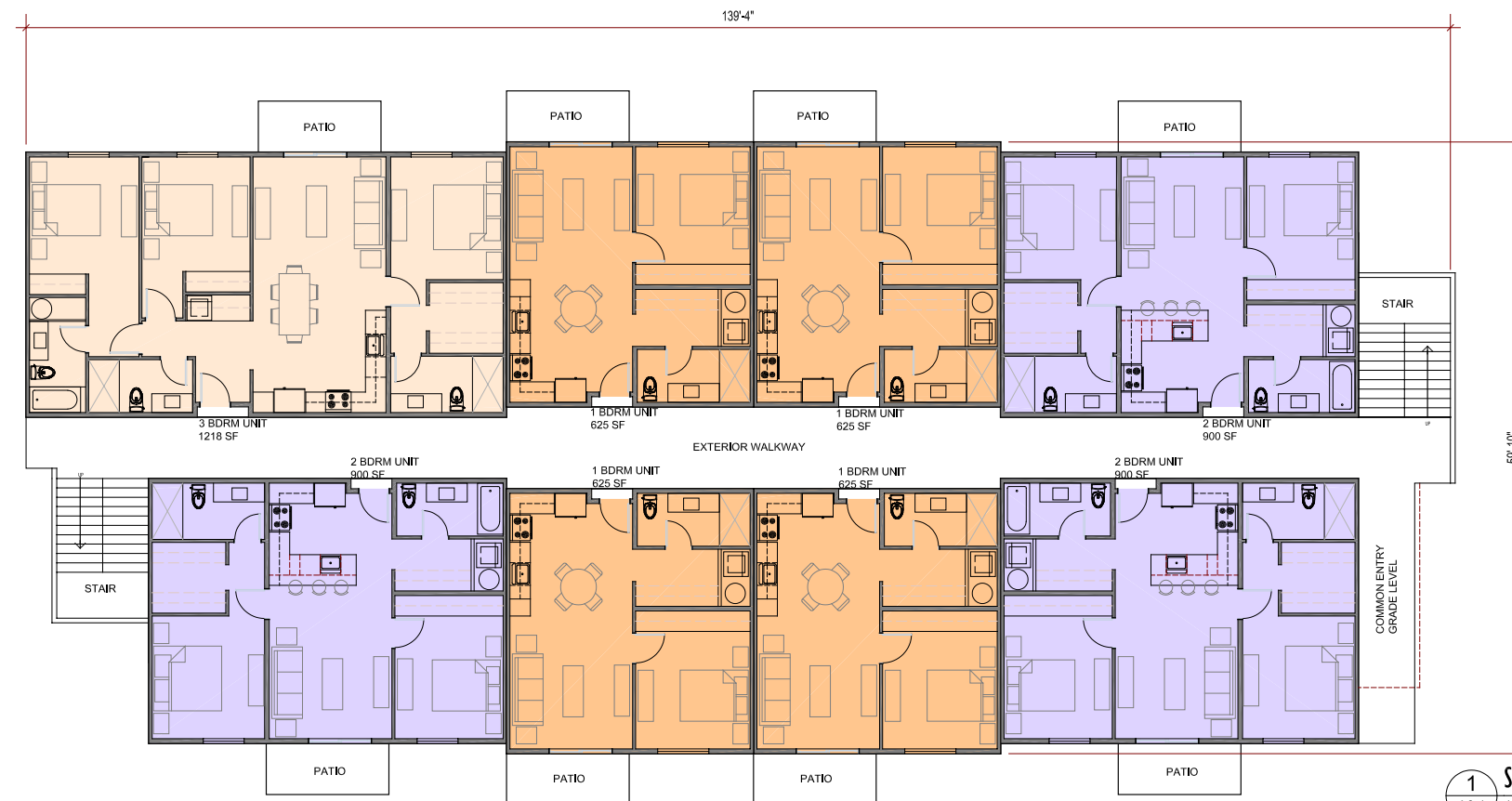
Sheet Name: PHASE 5  
 Sheet Number: **C11**

THE LONGVIEW AT LAKOTA CANYON RANCH  
 Client:  
 The Romero Group  
 350 Market Street  
 Suite 304  
 Basalt, CO 81621





**2 SECOND LEVEL FLOOR PLAN**  
A2.1 1/8" = 1'-0"



**1 STREET LEVEL FLOOR PLAN**  
A2.1 1/8" = 1'-0"

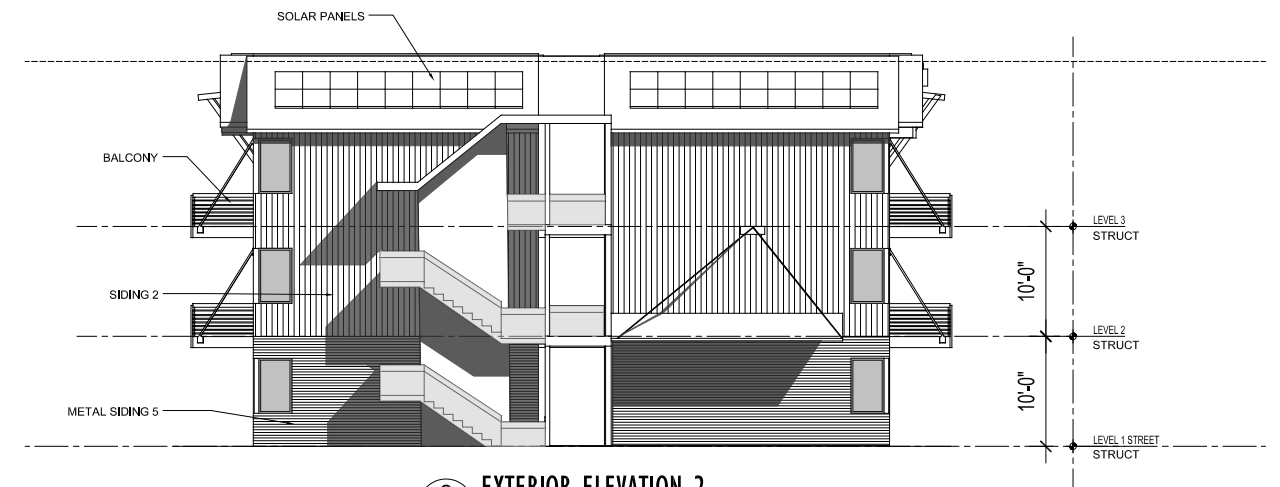
**Notes:**  
Residential units will meet all current local, state, and national codes per accessibility. IBC/IRC, ANSI/ADA, Colorado Statutes, etc. CO Statute is similar to IBC Chapter 11 Accessibility and Section 1107 per dwelling units Type A and/or Type B. Both calculations will be performed and worst case will be administered.

Print Date: MARCH 18, 2022	<b>Issue &amp; Revisions</b>					Sheet Name: APARTMENT 1 FLOOR PLANS	THE LONGVIEW AT LAKOTA CANYON RANCH
File Name: THE LANDING AT LAKOTA CANYON RANCH	Date:	Comments:	Drawn by:	Checked by:		Sheet Number: <b>AI-2.1</b>	Client: The Romero Group 350 Market Street Suite 304 Basalt, CO 81621
Horiz. Scale:							
These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.							



1 THIRD LEVEL FLOOR PLAN  
A2.2 1/8" = 1'-0"

Print Date: MARCH 18, 2022	Issue & Revisions							Sheet Name: APARTMENT I FLOOR PLANS	THE LONGVIEW AT LAKOTA CANYON RANCH
File Name: THE LANDING AT LAKOTA CANYON RANCH								Date:	Comments:
Horiz. Scale:									
These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.									



**2 EXTERIOR ELEVATION 2**  
A4.1 1/8" = 1'-0"



Metal Roofing



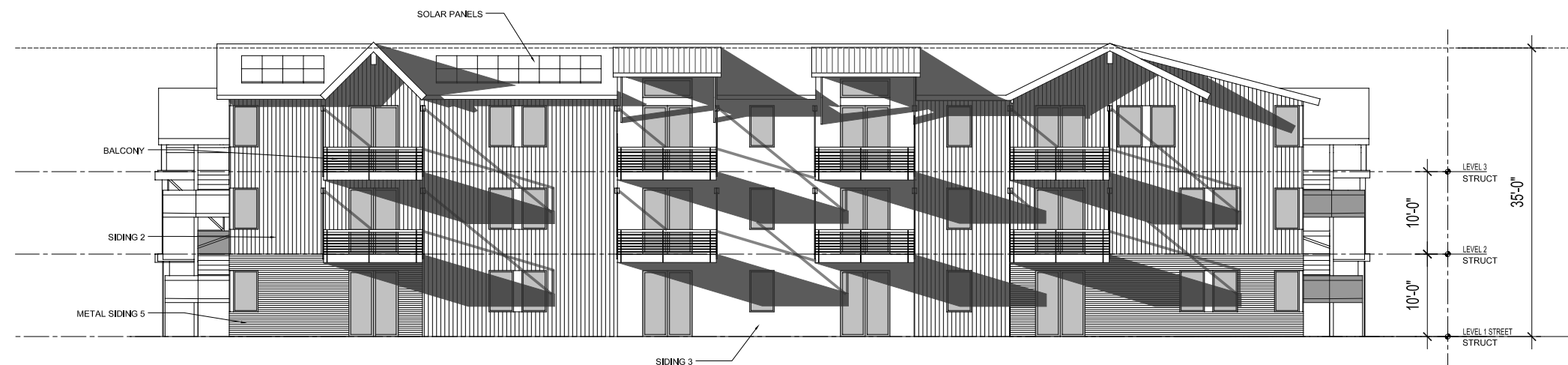
Vertical Siding 2



Siding 3 - Cement Board Panels



Horizontal Metal Siding 5



**1 EXTERIOR ELEVATION 1**  
A4.1 1/8" = 1'-0"

Print Date:	MARCH 18, 2022
File Name:	THE LANDING AT LAKOTA CANYON RANCH
Horiz. Scale:	
These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.	

Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:



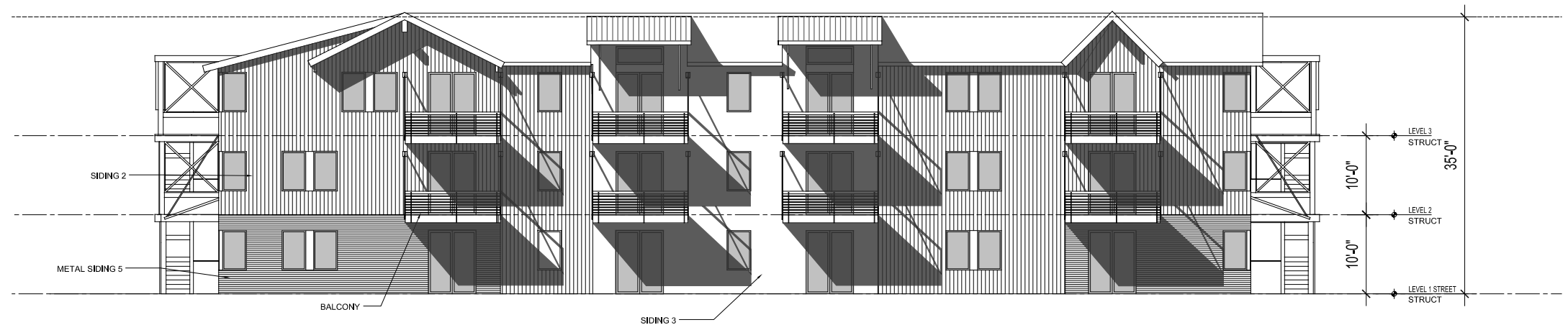
Sheet Name: APARTMENT 1  
EXT ELEVATIONS

Sheet Number: **AI-4.1**

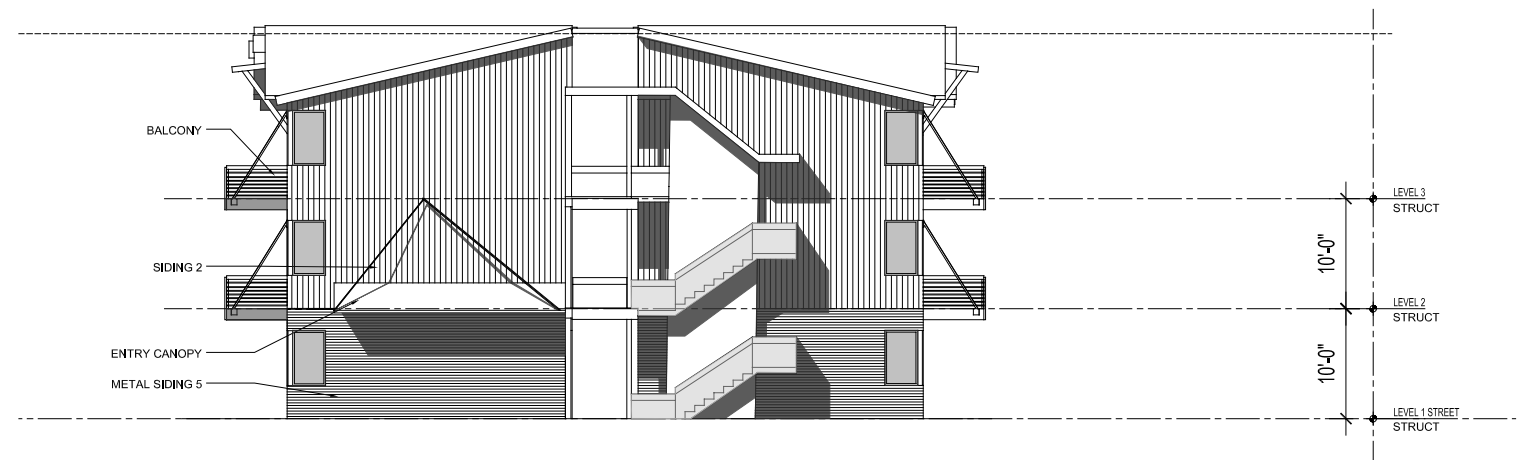
THE LONGVIEW AT LAKOTA  
CANYON RANCH

Client:  
The Romero Group  
350 Market Street  
Suite 304  
Basalt, CO 81621

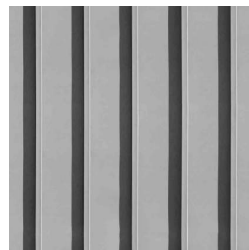




**4** EXTERIOR ELEVATION 4  
A4.1 1/8" = 1'-0"



**3** EXTERIOR ELEVATION 3  
A4.1 1/8" = 1'-0"



Standing Seam Roof



Vertical Siding 2



Cement Board Siding 3



Horiz Metal Siding 5

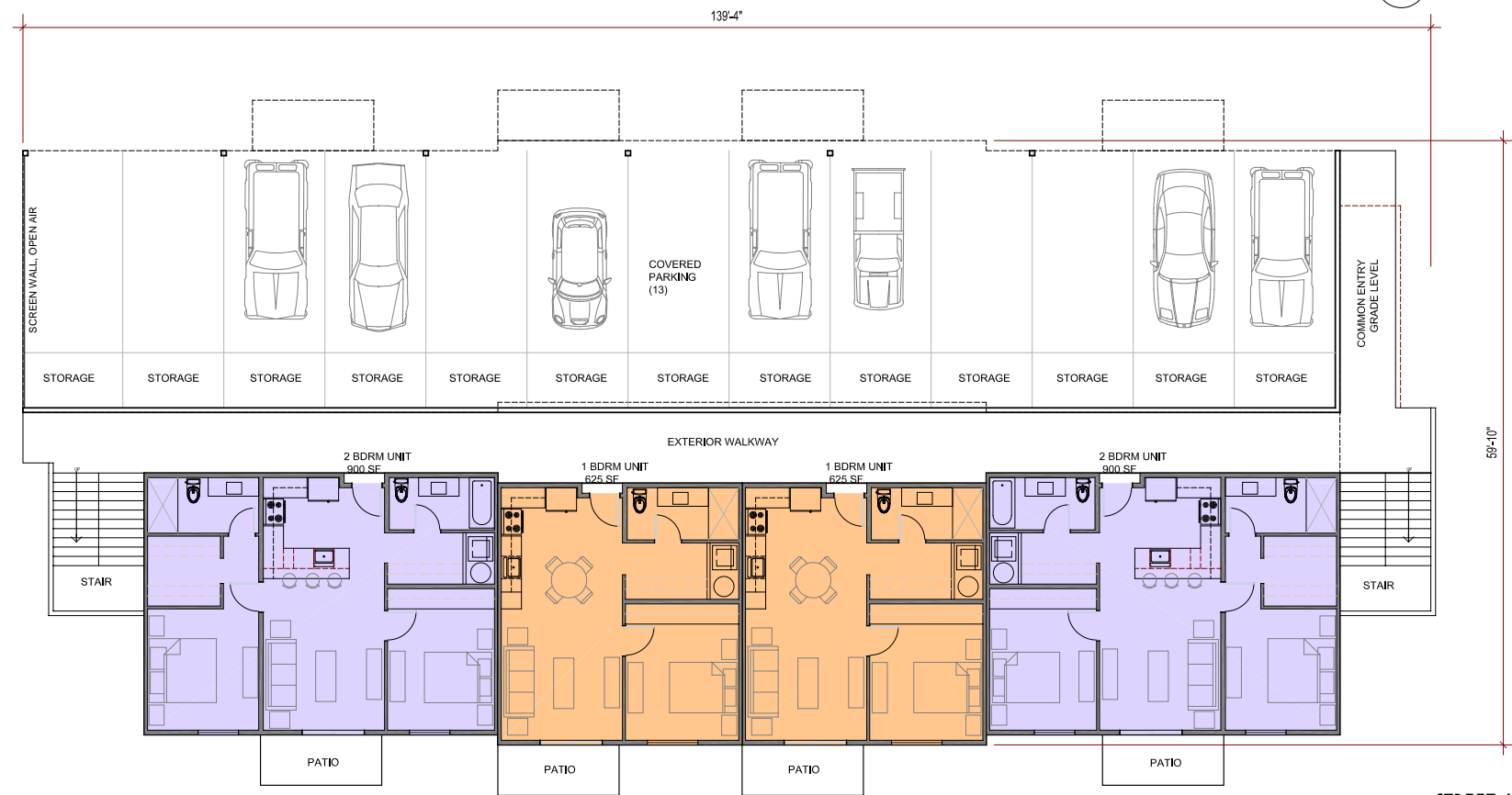
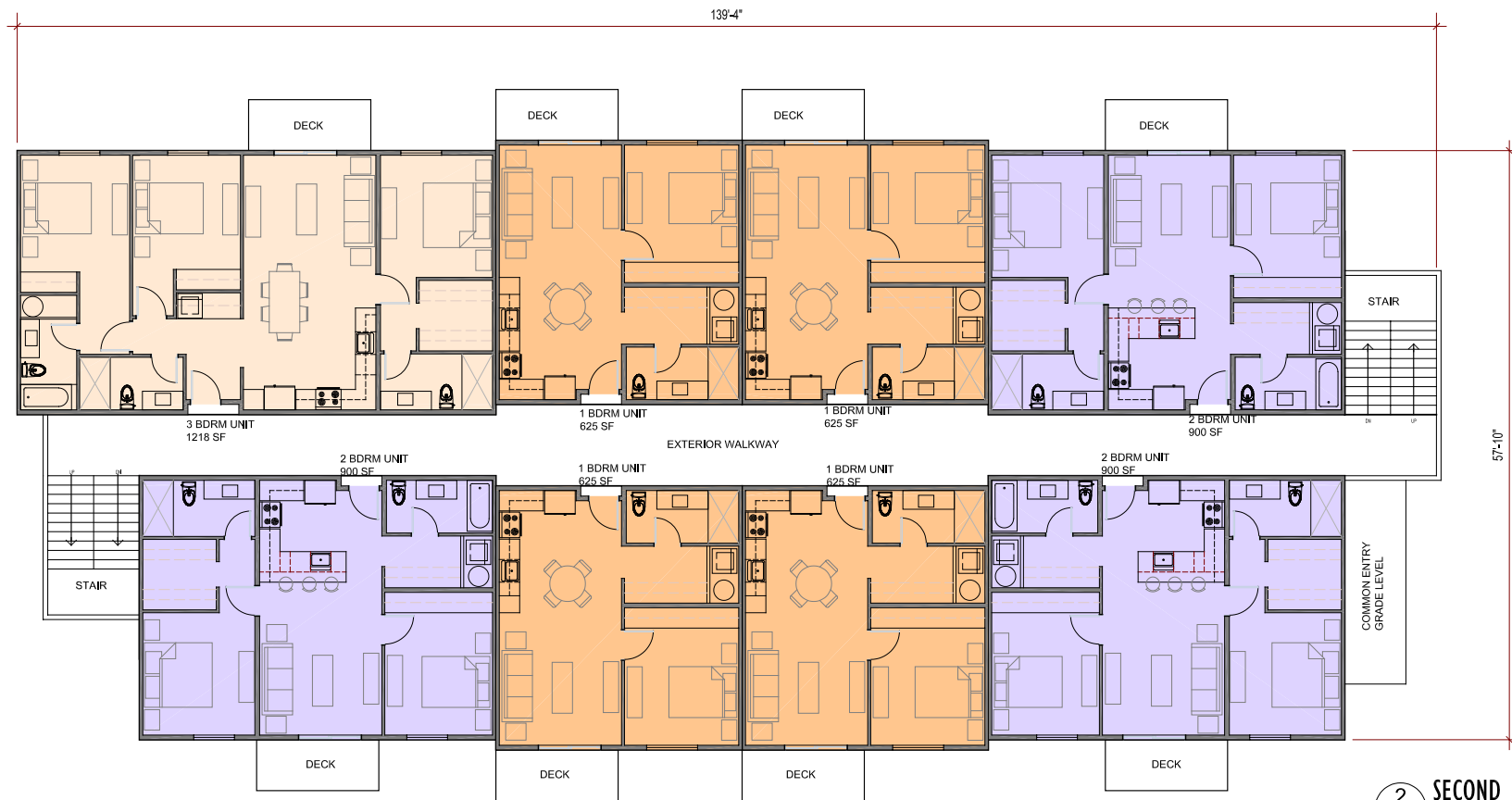
Print Date:	MARCH 18, 2022
File Name:	THE LANDING AT LAKOTA CANYON RANCH
Horiz. Scale:	
These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.	

Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:



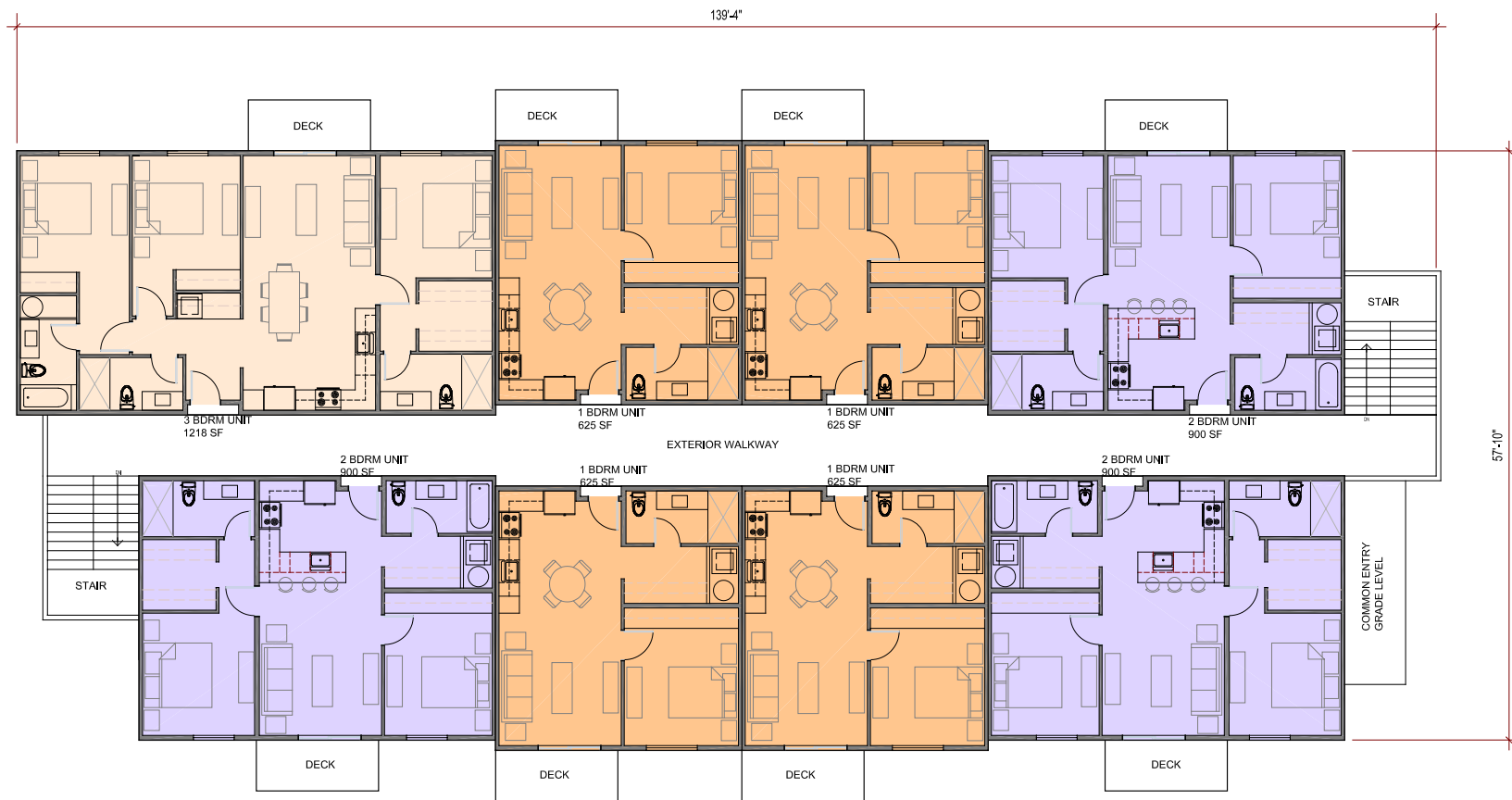
Sheet Name:	APARTMENT 1 EXT ELEVATIONS
Sheet Number:	<b>AI-4.2</b>

THE LONGVIEW AT LAKOTA CANYON RANCH
Client: The Romero Group 350 Market Street Suite 304 Basalt, CO 81621



**Notes:**  
Residential units will meet all current local, state, and national codes per accessibility. IBC/IRC, ANSI/ADA, Colorado Statutes, etc. CO Statute is similar to IBC Chapter 11 Accessibility and Section 1107 per dwelling units Type A and/or Type B. Both calculations will be performed and worst case will be administered.

Print Date: MARCH 18, 2022	Issue & Revisions							Sheet Name: APARTMENT 2 FLOOR PLANS	THE LONGVIEW AT LAKOTA CANYON RANCH
File Name: THE LANDING AT LAKOTA CANYON RANCH	Date:	Comments:	Drawn by:	Checked by:				Sheet Number: <b>A2-2.1</b>	Client: The Romero Group 350 Market Street Suite 304 Basalt, CO 81621
Horiz. Scale:									
These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.									



1 THIRD LEVEL FLOOR PLAN  
 A2.2 1/8" = 1'-0" 

Print Date: MARCH 18, 2022  
 File Name: THE LANDING AT LAKOTA CANYON RANCH  
 Horiz. Scale:  
 These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.

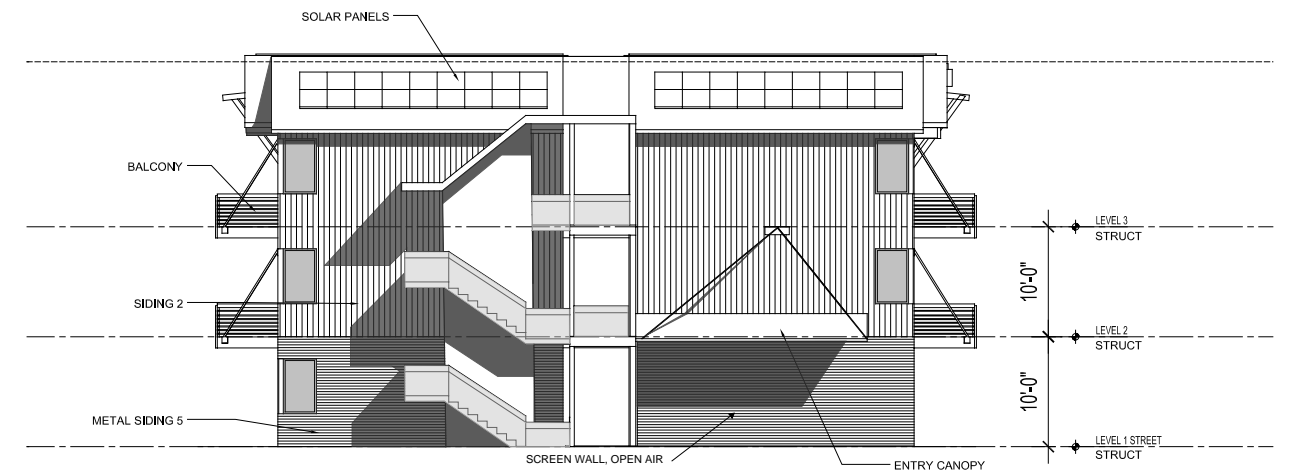
Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:



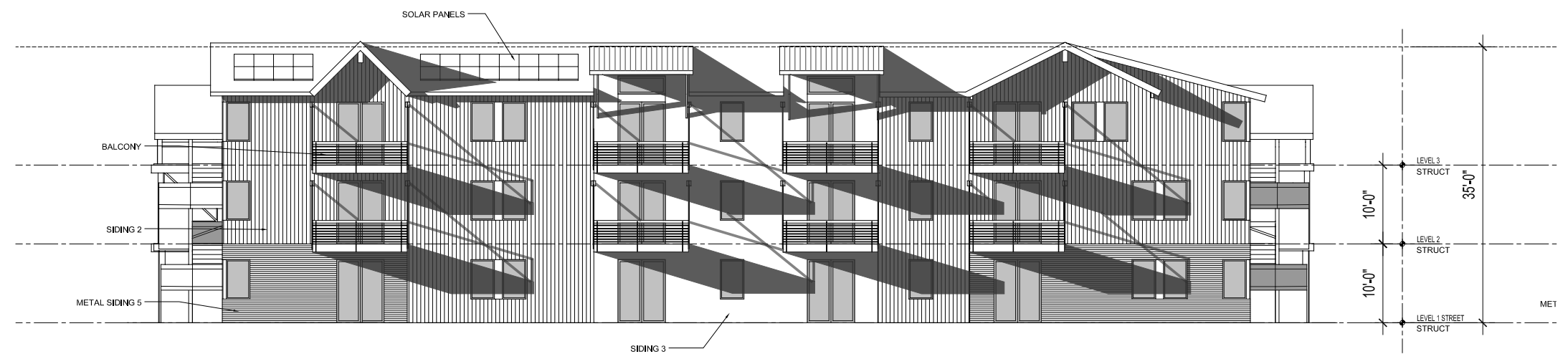
Sheet Name: APARTMENT 2 FLOOR PLANS  
 Sheet Number: **A2-2.2**

THE LONGVIEW AT LAKOTA CANYON RANCH  
 Client:  
 The Romero Group  
 350 Market Street  
 Suite 304  
 Basalt, CO 81621





2 EXTERIOR ELEVATION 2  
A4.1 1/8" = 1'-0"



1 EXTERIOR ELEVATION 1  
A4.1 1/8" = 1'-0"

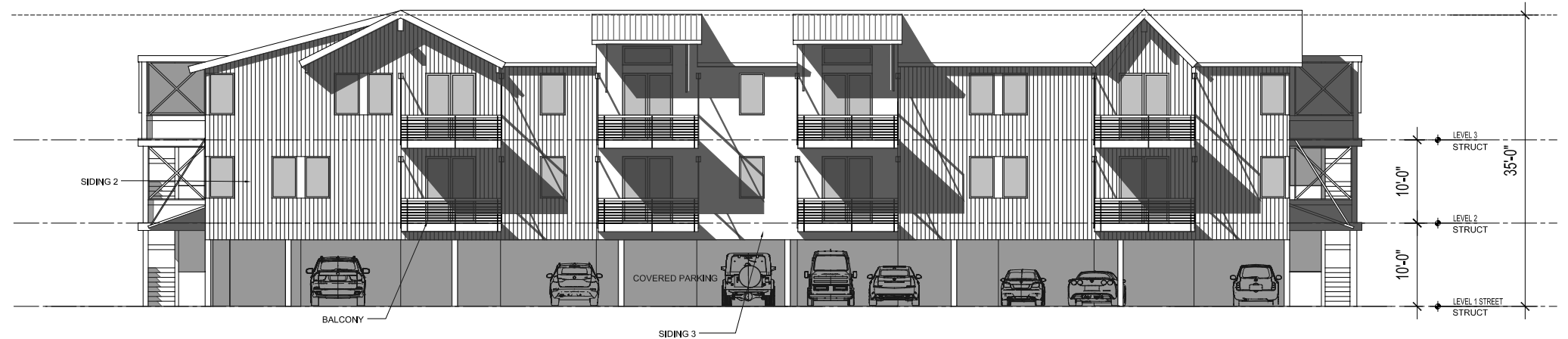


Standing Seam Roof Vertical Siding 2



Cement Board Siding 3 Horiz Siding 5

Print Date: MARCH 18, 2022	Issue & Revisions							Sheet Name: APARTMENT 2 EXT ELEVATIONS	THE LONGVIEW AT LAKOTA CANYON RANCH
File Name: THE LANDING AT LAKOTA CANYON RANCH	Date:	Comments:	Drawn by:	Checked by:				Sheet Number: <b>A2-4.1</b>	Client: The Romero Group 350 Market Street Suite 304 Basalt, CO 81621
Horiz. Scale:					These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.				



**4 EXTERIOR ELEVATION 4**  
A4.1 1/8" = 1'-0"



Standing Seam Roof



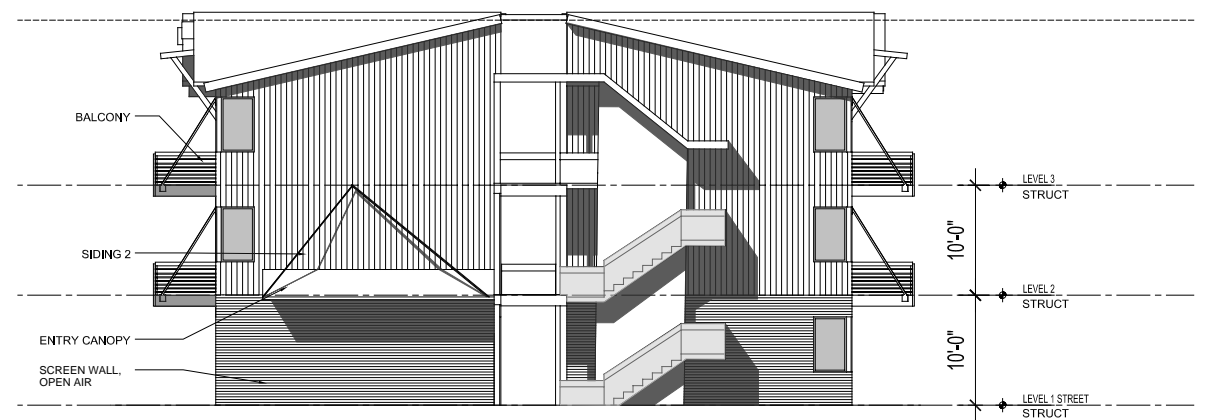
Vertical Siding 2



Cement Board Siding 3



Horiz Siding 5



**3 EXTERIOR ELEVATION 3**  
A4.1 1/8" = 1'-0"

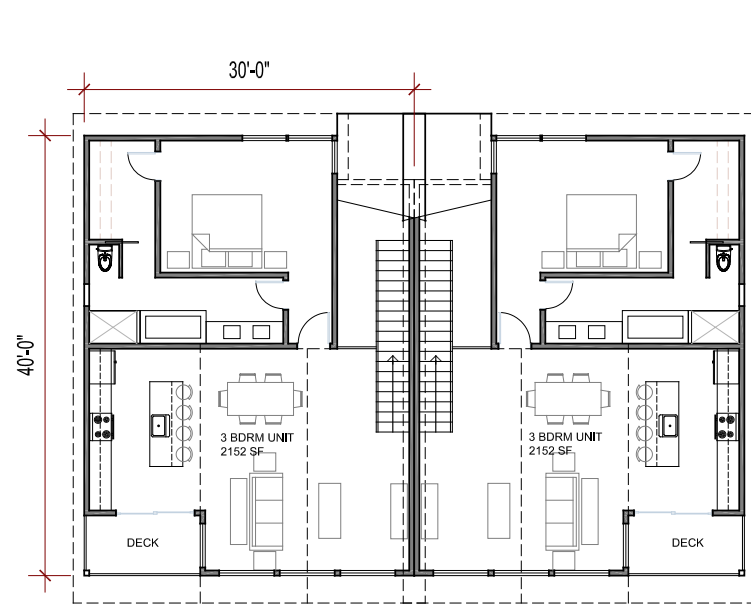
Print Date:	MARCH 18, 2022
File Name:	THE LANDING AT LAKOTA CANYON RANCH
Horiz. Scale:	
These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.	

Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:

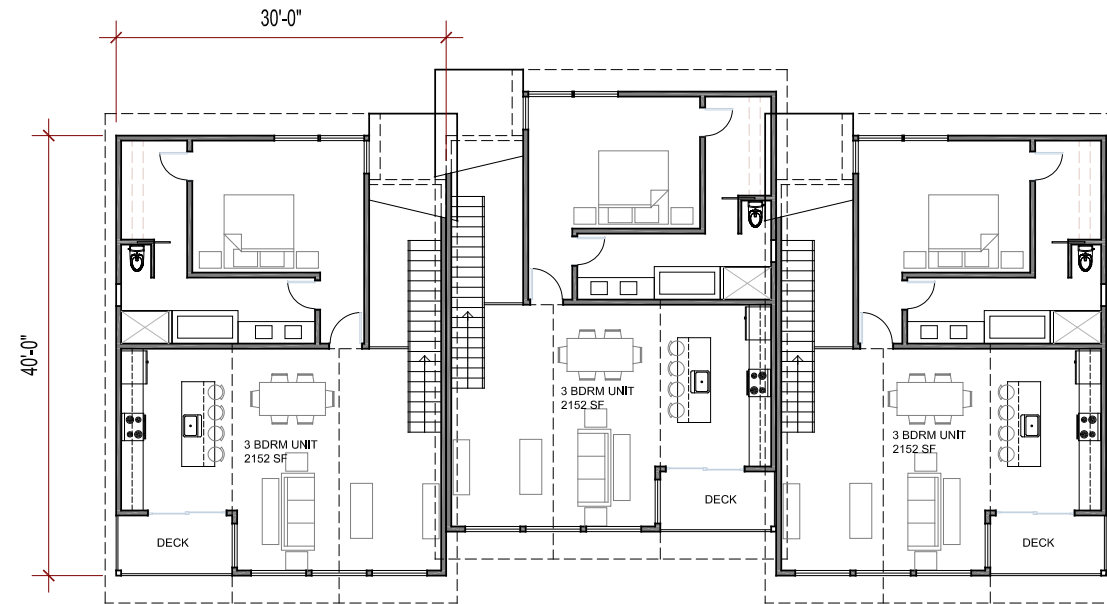


Sheet Name:	APARTMENT 2 EXT ELEVATIONS	THE LONGVIEW AT LAKOTA CANYON RANCH
Sheet Number:	<b>A2-4.2</b>	Client: The Romero Group 350 Market Street Suite 304 Basalt, CO 81621

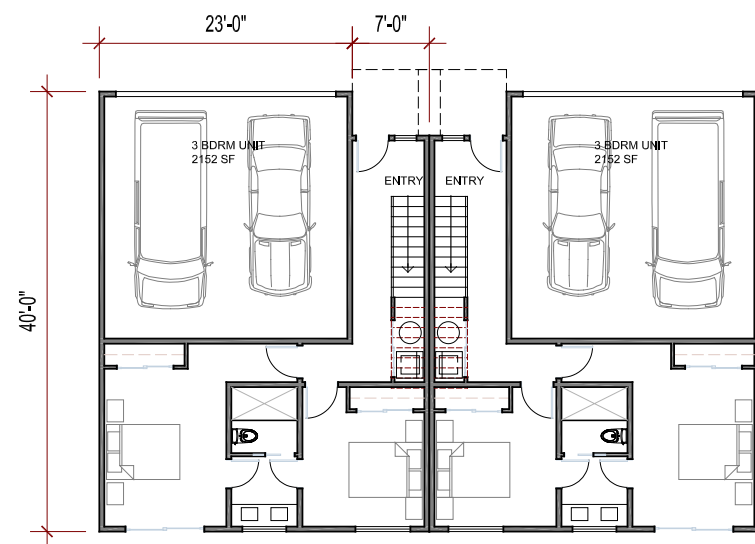




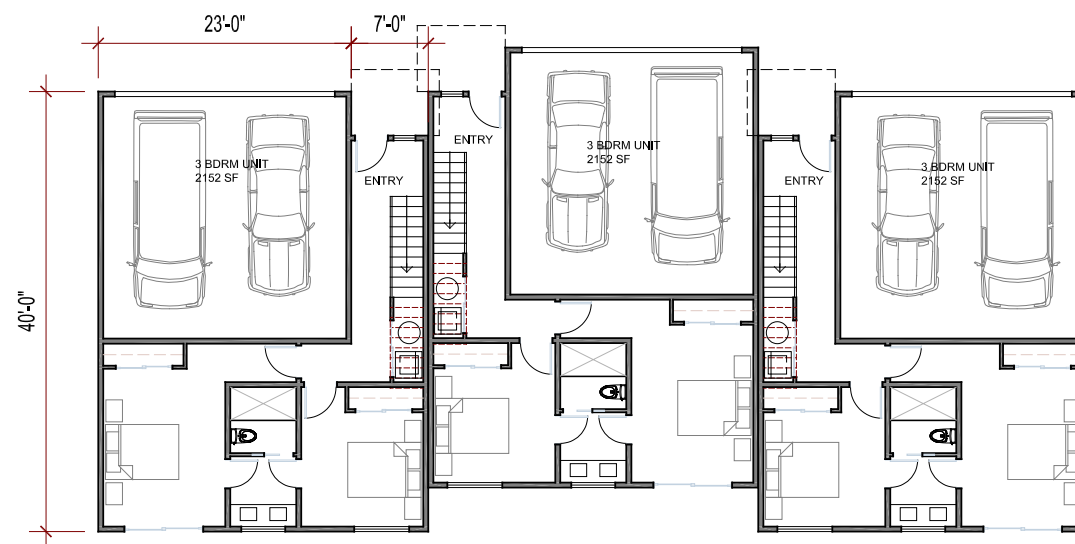
4 SECOND LEVEL FLOOR PLAN - DUPLEX  
A2.1 1/8" = 1'-0"



2 SECOND LEVEL FLOOR PLAN - TRIPLEX  
A2.1 1/8" = 1'-0"



3 STREET LEVEL FLOOR PLAN - DUPLEX  
A2.1 1/8" = 1'-0"



1 STREET LEVEL FLOOR PLAN - TRIPLEX  
A2.1 1/8" = 1'-0"



Print Date:	MARCH 18, 2022
File Name:	THE LANDING AT LAKOTA CANYON RANCH
Horiz. Scale:	
These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.	

Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:

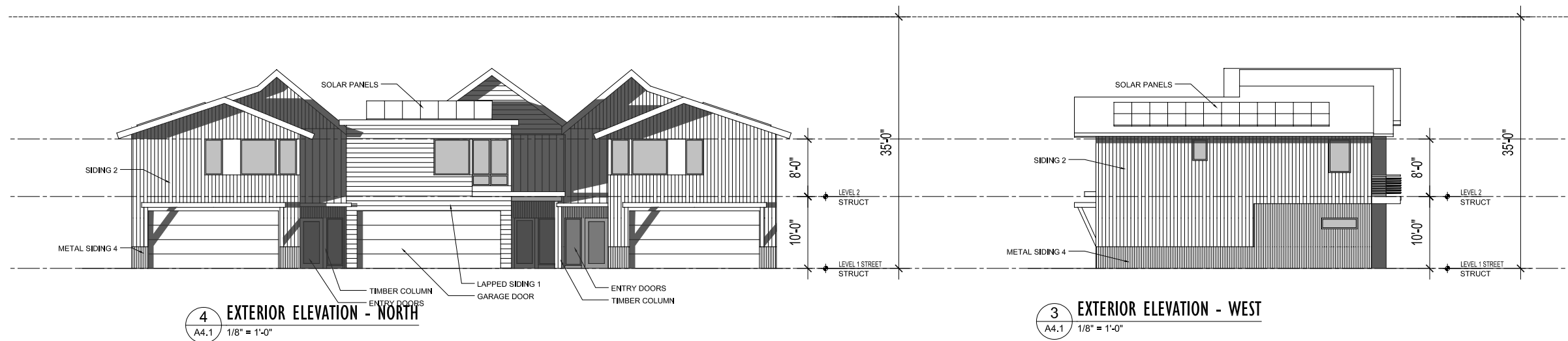


Sheet Name: TOWNHOME FLOOR PLANS

Sheet Number: TH-2.1

THE LONGVIEW AT LAKOTA CANYON RANCH

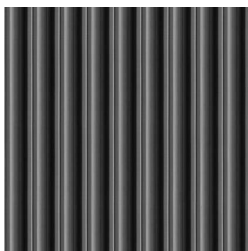
Client:  
The Romero Group  
350 Market Street  
Suite 304  
Basalt, CO 81621



Shingle Roofing



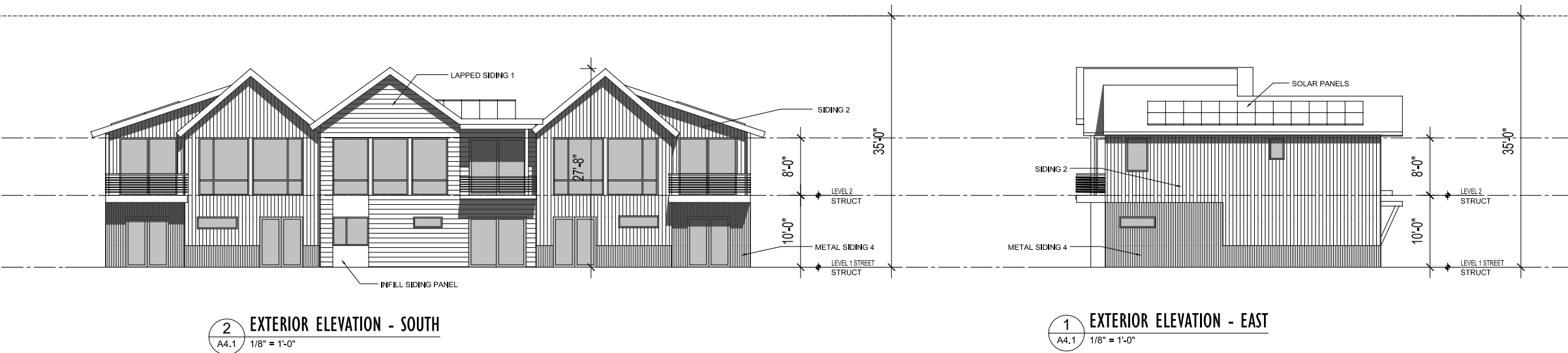
Vertical Siding 2



Metal Siding 4



Horizontal lap Siding 1

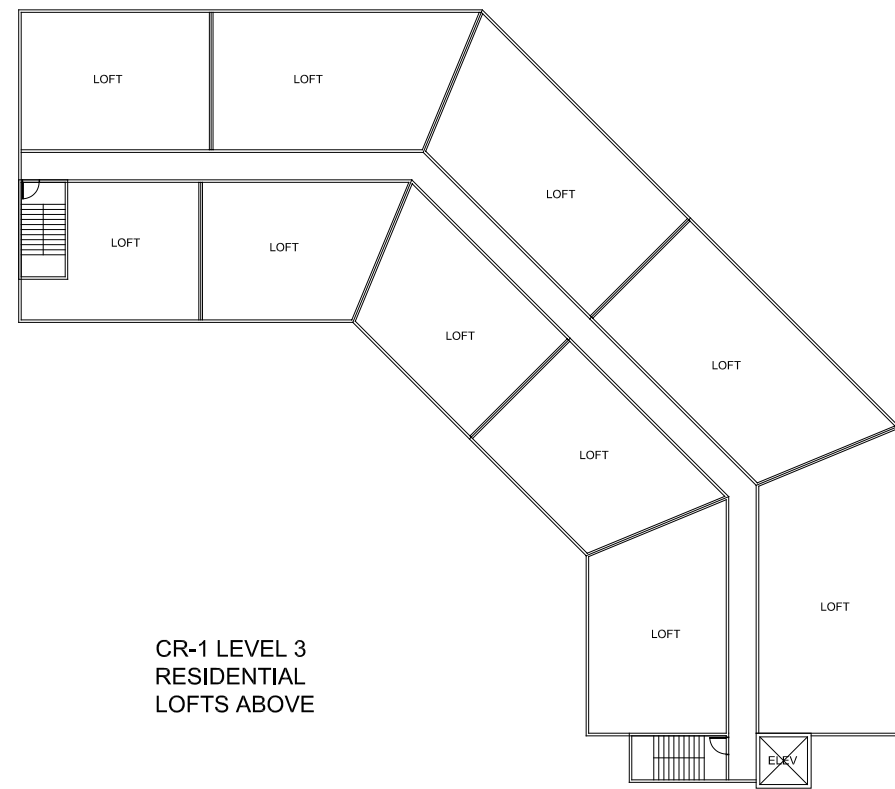


Print Date: MARCH 18, 2022  
 File Name: THE LANDING AT LAKOTA CANYON RANCH  
 Horiz. Scale:  
 These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.

Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:

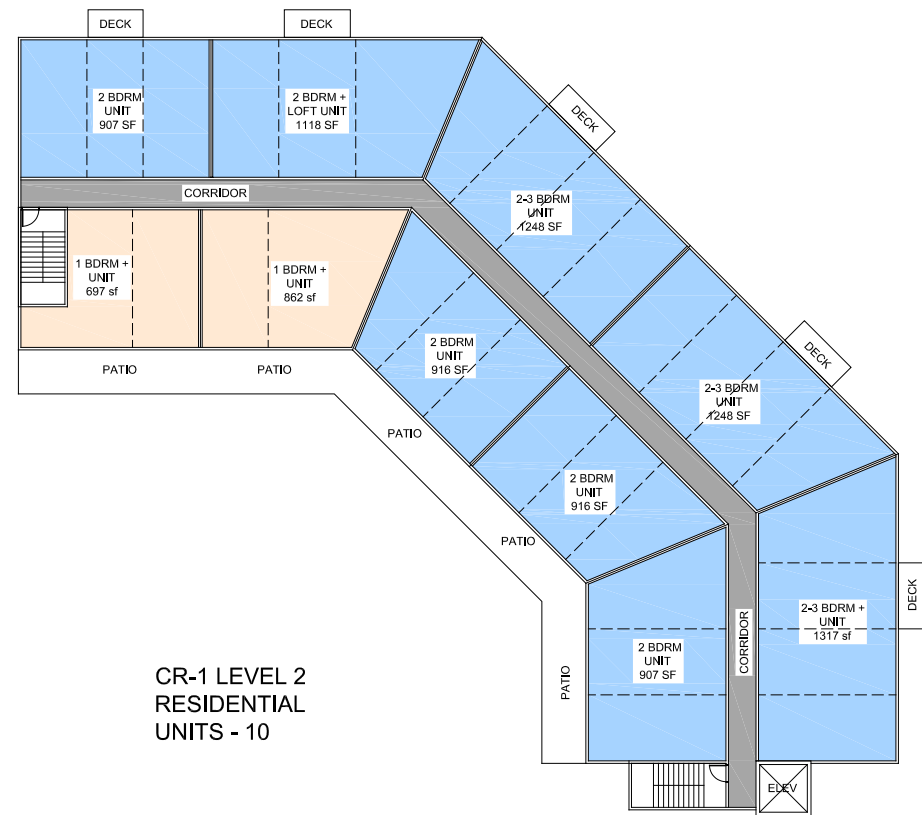


Sheet Name:	TRIPLEX TOWNHOME EXT ELEVATIONS	THE LONGVIEW AT LAKOTA CANYON RANCH
Sheet Number:	<b>TH-4.1</b>	
		Client: The Romero Group 350 Market Street Suite 304 Basalt, CO 81621



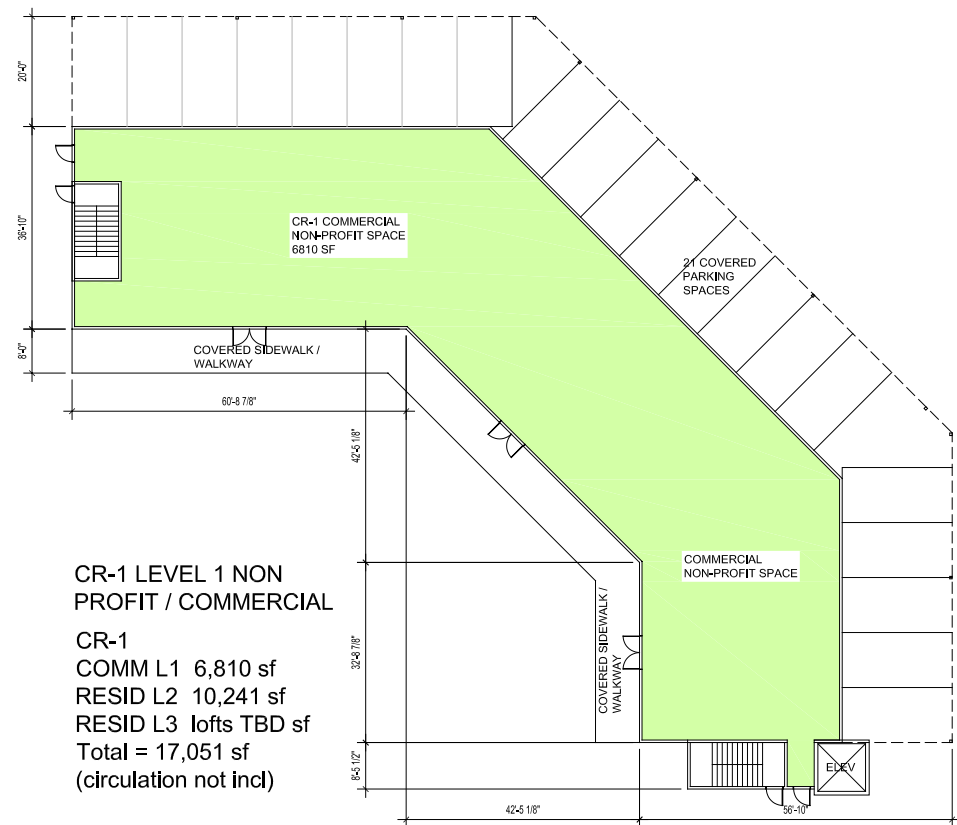
CR-1 LEVEL 3  
RESIDENTIAL  
LOFTS ABOVE

**3** THIRD LEVEL FLOOR PLAN  
CR-1 1/16" = 1'-0"



CR-1 LEVEL 2  
RESIDENTIAL  
UNITS - 10

**2** SECOND LEVEL FLOOR PLAN  
CR-1 1/16" = 1'-0"



CR-1 LEVEL 1 NON  
PROFIT / COMMERCIAL  
CR-1  
COMM L1 6,810 sf  
RESID L2 10,241 sf  
RESID L3 lofts TBD sf  
Total = 17,051 sf  
(circulation not incl)

**1** STREET LEVEL FLOOR PLAN  
CR-1 1/16" = 1'-0"

Print Date: MARCH 18, 2022  
File Name: THE LANDING AT LAKOTA CANYON RANCH  
Horiz. Scale:  
These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.

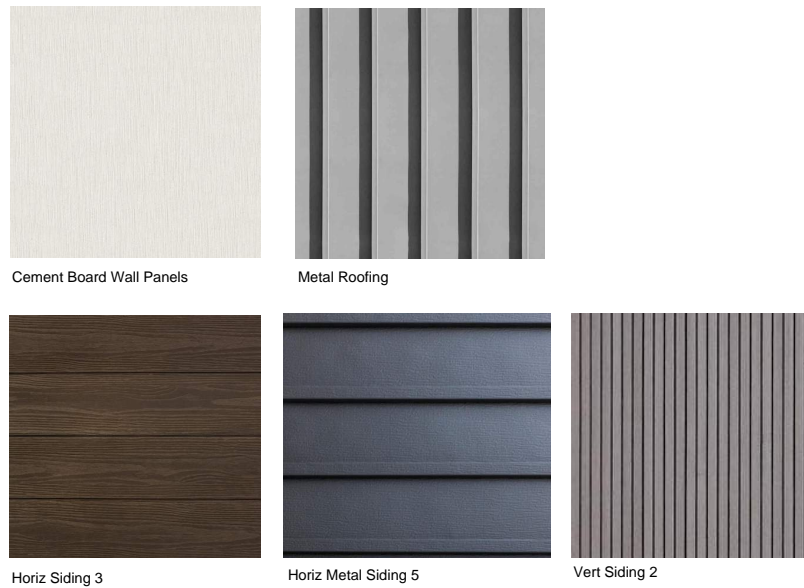
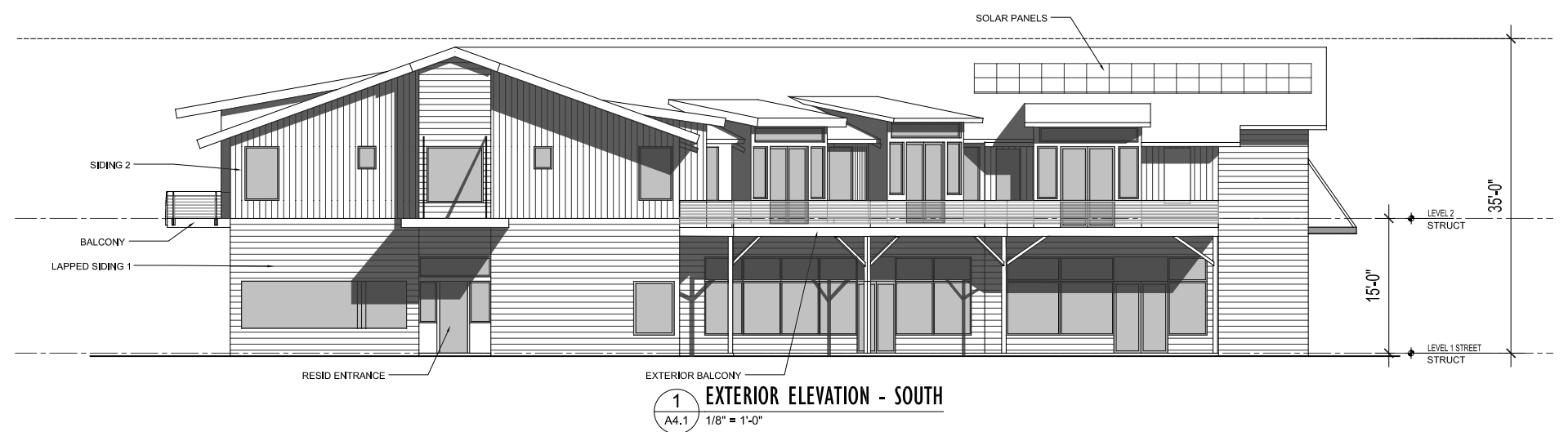
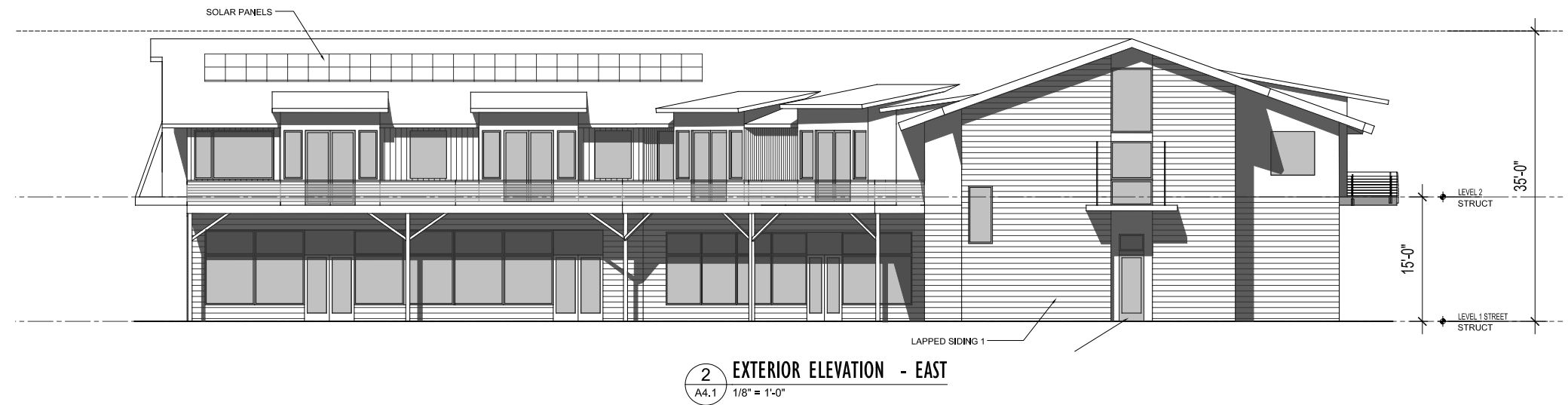
Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:



Sheet Name: CR-1 FLOOR PLANS  
Sheet Number: **CR-1**

THE LONGVIEW AT LAKOTA CANYON RANCH  
Client:  
The Romero Group  
350 Market Street  
Suite 304  
Basalt, CO 81621





Print Date:	MARCH 18, 2022
File Name:	THE LANDING AT LAKOTA CANYON RANCH
Horiz. Scale:	
These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.	

Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:



Sheet Name:

CR-1 EXTERIOR ELEVATIONS

Sheet Number:

CI-4.1

THE LONGVIEW AT LAKOTA CANYON RANCH

Client:  
The Romero Group  
350 Market Street  
Suite 304  
Basalt, CO 81621



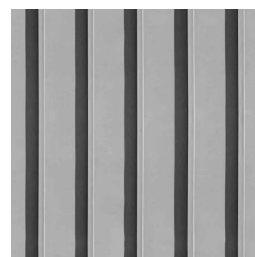
**4** EXTERIOR ELEVATION - WEST  
A4.1 1/8" = 1'-0"



**3** EXTERIOR ELEVATION - NORTH  
A4.1 1/8" = 1'-0"



Wall Cladding



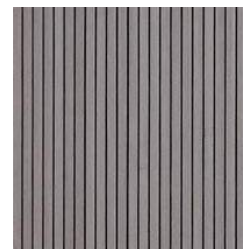
Metal Roofing



Horiz Siding 3



Horiz Metal Siding 5



Vert Siding 2

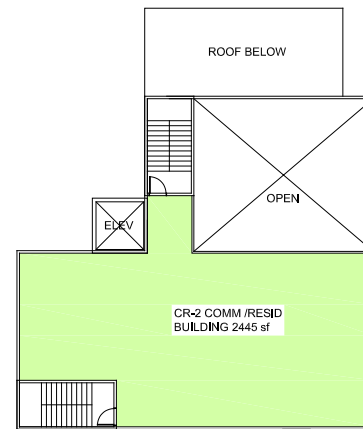
Print Date:	MARCH 18, 2022
File Name:	THE LANDING AT LAKOTA CANYON RANCH
Horiz. Scale:	
These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.	

Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:

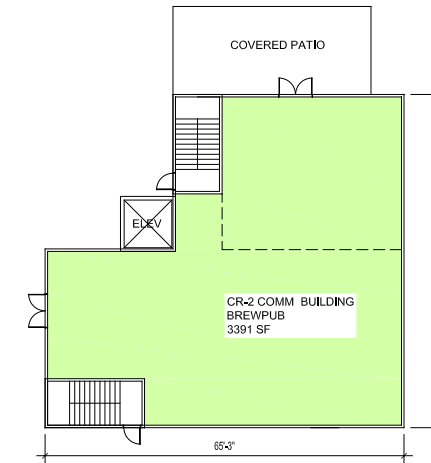


Sheet Name:	CR-1 EXTERIOR ELEVATIONS	THE LONGVIEW AT LAKOTA CANYON RANCH
Sheet Number:	<b>CI-4.2</b>	Client: The Romero Group 350 Market Street Suite 304 Basalt, CO 81621





CR-2 LEVEL 2  
BREWPUB COMM



CR-2 LEVEL 1  
BREWPUB /  
COMMERCIAL

CR-2  
COMMERCIAL  
L1 3,391 sf  
L2 2,445 sf  
Total = 5,836 sf

2 SECOND LEVEL FLOOR PLAN  
CR-2 1/16" = 1'-0"

1 STREET LEVEL FLOOR PLAN  
CR-2 1/16" = 1'-0"

Print Date:	MARCH 18, 2022
File Name:	THE LANDING AT LAKOTA CANYON RANCH
Horiz. Scale:	
These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.	

Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:



Sheet Name:	CR-2 FLOOR PLANS
Sheet Number:	<b>CR-2</b>

THE LONGVIEW AT LAKOTA CANYON RANCH
Client: The Romero Group 350 Market Street Suite 304 Basalt, CO 81621



Shingle Roofing



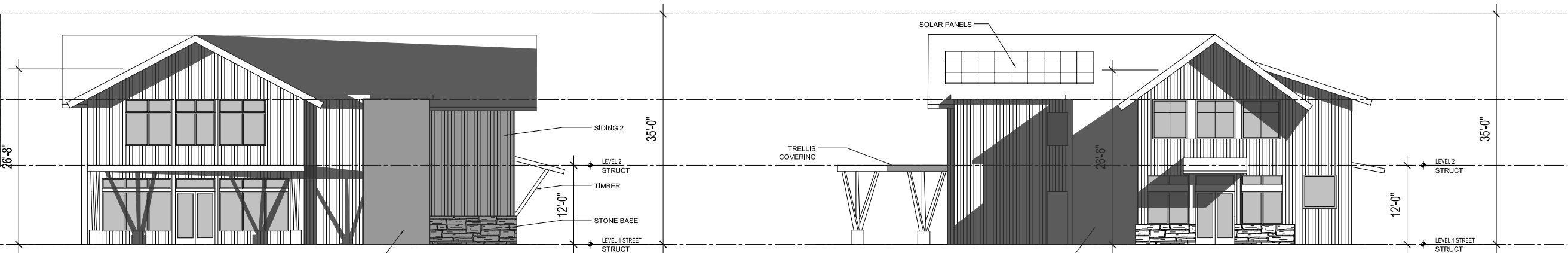
Siding 3



Vertical Siding 2

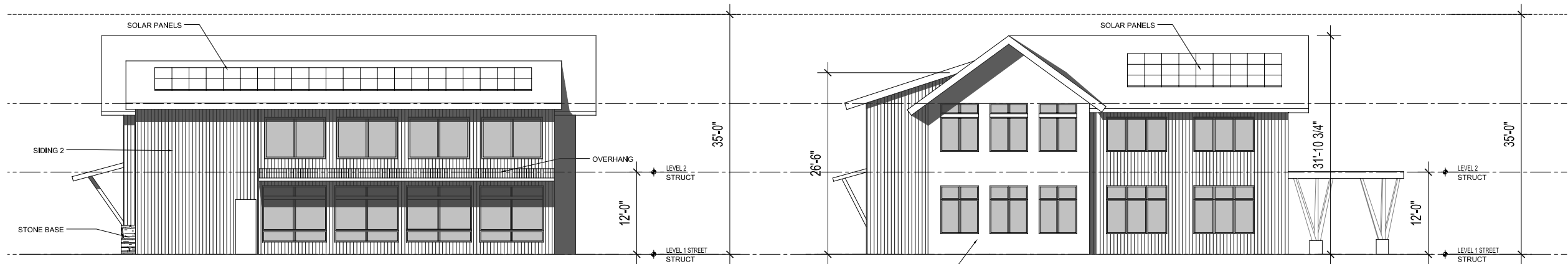


Stone Base



4 EXTERIOR ELEVATION - NORTH  
A4.1 1/8" = 1'-0"

3 EXTERIOR ELEVATION - WEST  
A4.1 1/8" = 1'-0"



2 EXTERIOR ELEVATION - SOUTH  
A4.1 1/8" = 1'-0"

1 EXTERIOR ELEVATION - EAST  
A4.1 1/8" = 1'-0"

Print Date:	MARCH 18, 2022
File Name:	THE LANDING AT LAKOTA CANYON RANCH
Horiz. Scale:	
These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.	

Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:



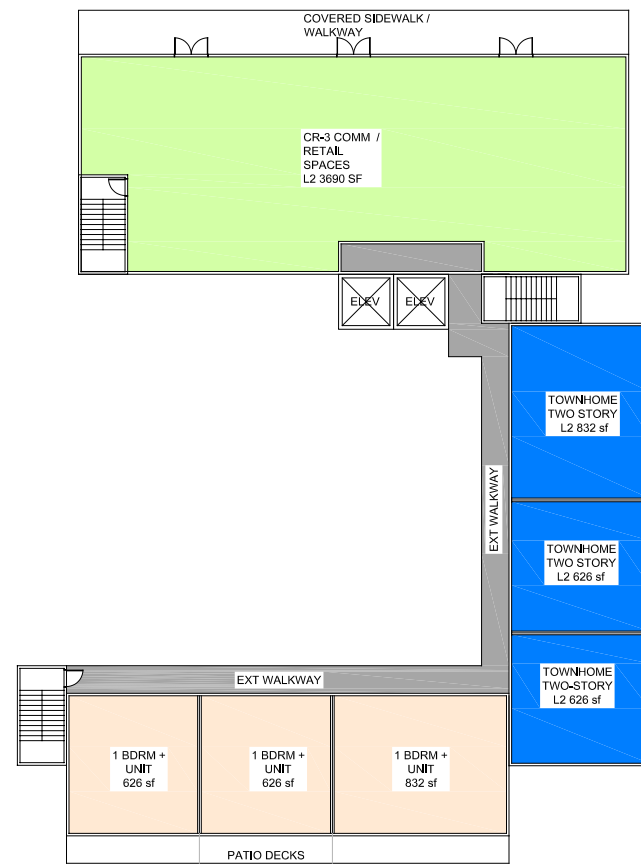
Sheet Name: CR-2 EXTERIOR ELEVATIONS

Sheet Number: C2-4.1

THE LONGVIEW AT LAKOTA CANYON RANCH

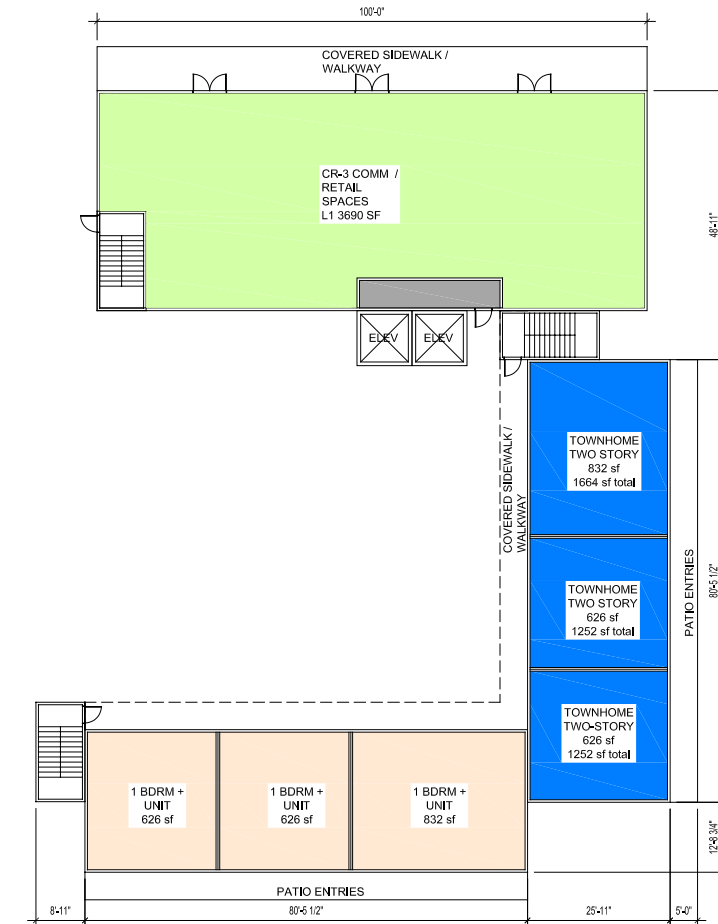
Client:  
The Romero Group  
350 Market Street  
Suite 304  
Basalt, CO 81621





CR-3 LEVEL 2 COMM / RESIDENTIAL  
RESIDENTIAL UNITS - 3

2 SECOND LEVEL FLOOR PLAN  
CR-3 1/16" = 1'-0"

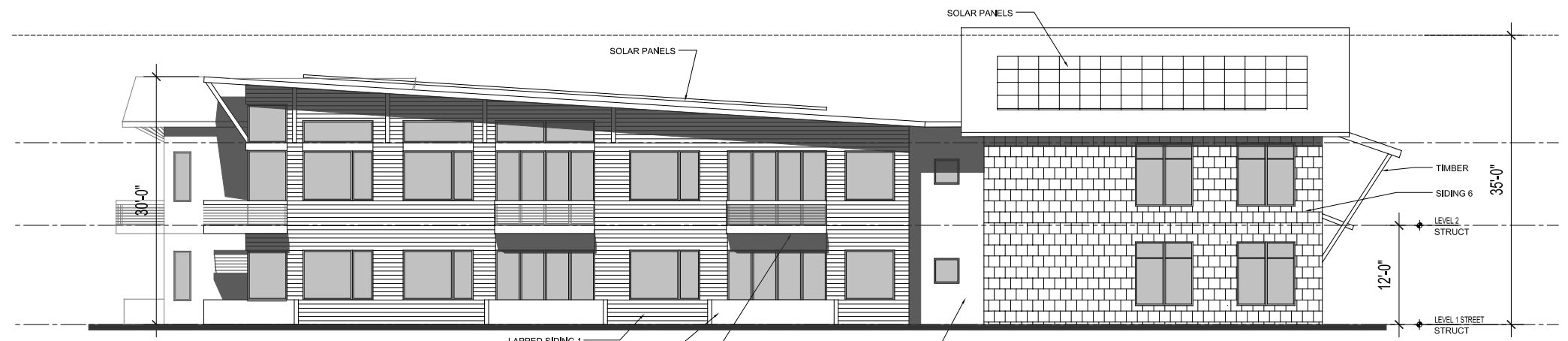


CR-3  
COMM L1 3,690 sf  
COMM L2 3,690 sf  
RESID L1 4,168 sf  
RESID L2 4,168 sf  
Total = 15,716 sf  
(not incl circulation)

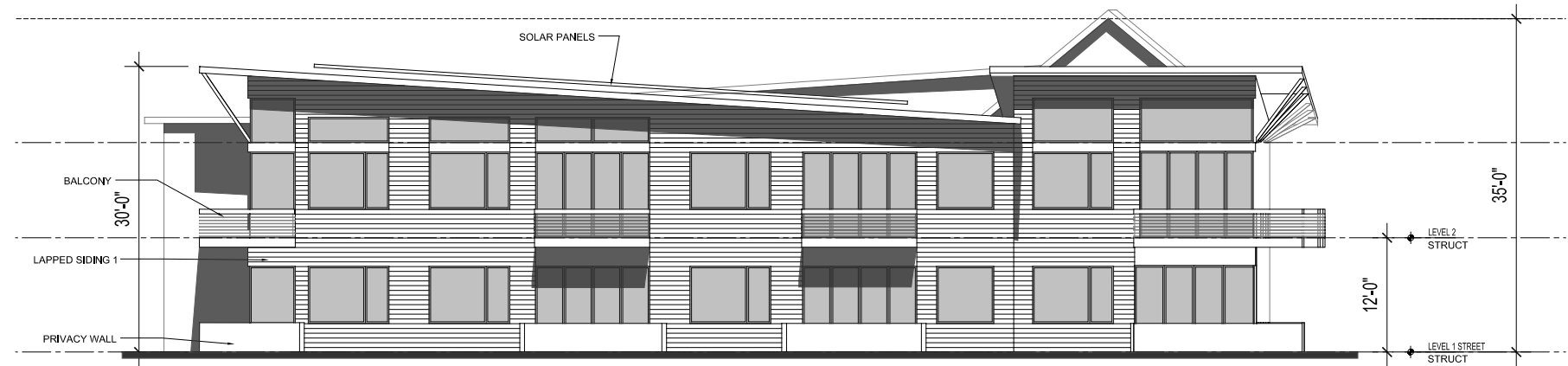
CR-3 LEVEL 1 COMM / RESIDENTIAL  
RESIDENTIAL UNITS - 6

1 STREET LEVEL FLOOR PLAN  
CR-3 1/16" = 1'-0"

Print Date: MARCH 18, 2022	Issue & Revisions							Sheet Name: CR-3 FLOOR PLANS	THE LONGVIEW AT LAKOTA CANYON RANCH
File Name: THE LANDING AT LAKOTA CANYON RANCH								Date:	Comments:
Horiz. Scale:									
These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.									



2 EXTERIOR ELEVATION - EAST  
A4.1 1/8" = 1'-0"



1 EXTERIOR ELEVATION - SOUTH  
A4.1 1/8" = 1'-0"



Print Date:	MARCH 18, 2022
File Name:	THE LANDING AT LAKOTA CANYON RANCH
Horiz. Scale:	
These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.	

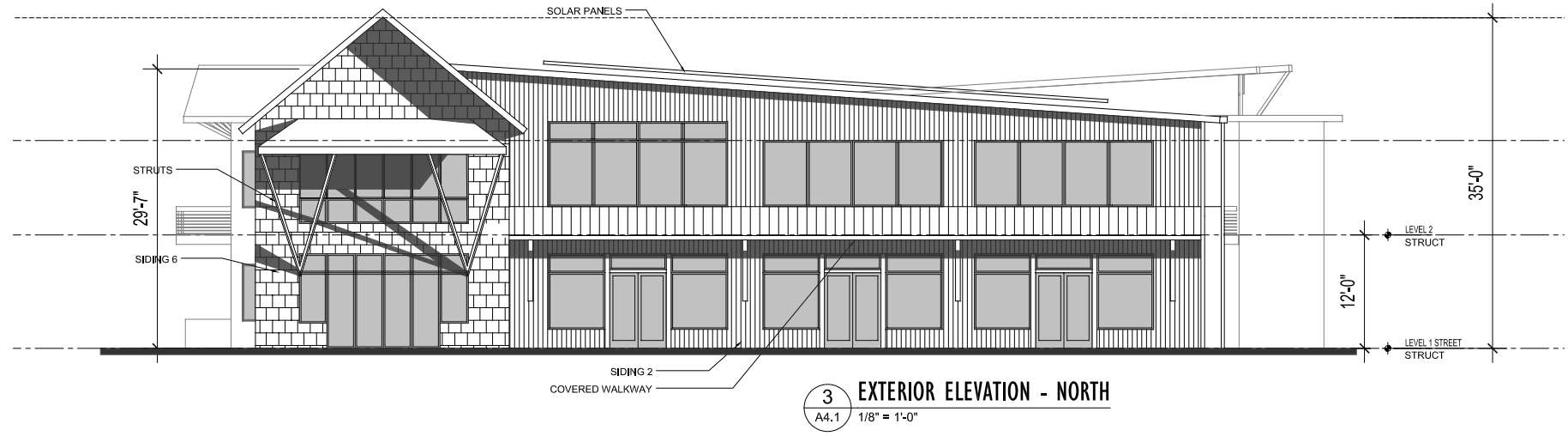
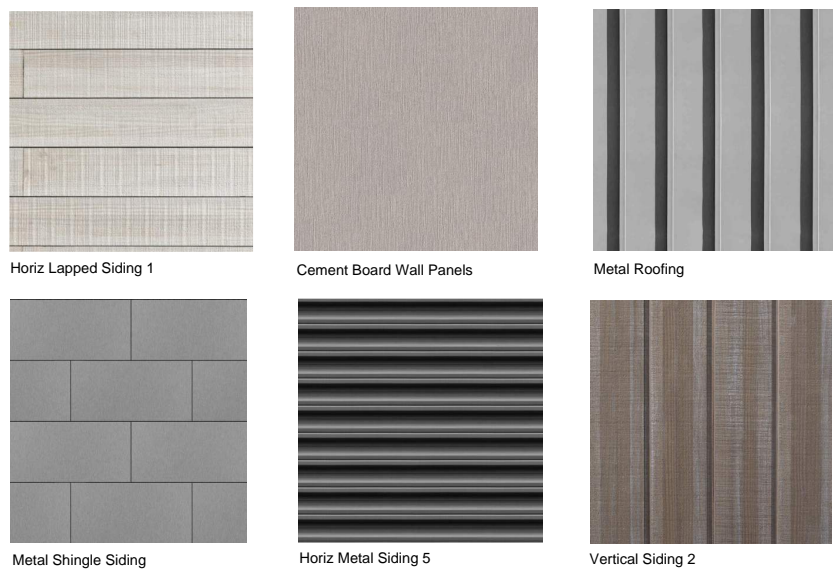
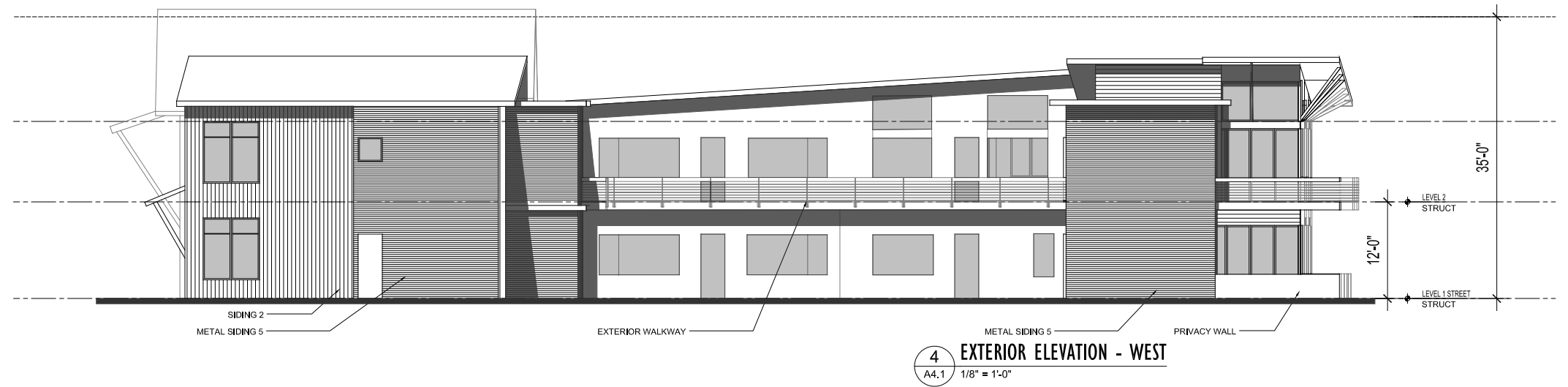
Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:






Sheet Name:	CR-3 EXTERIOR ELEVATIONS
Sheet Number:	C3-4.1

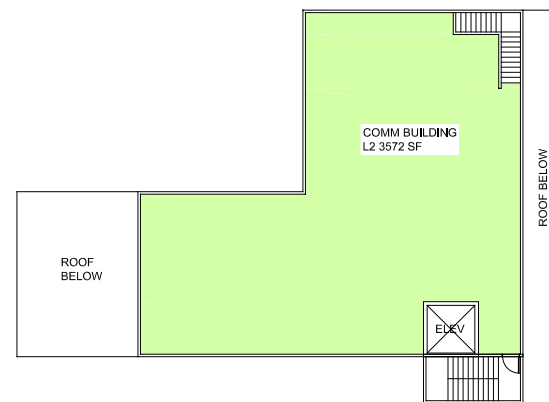
THE LONGVIEW AT LAKOTA CANYON RANCH
Client: The Romero Group 350 Market Street Suite 304 Basalt, CO 81621



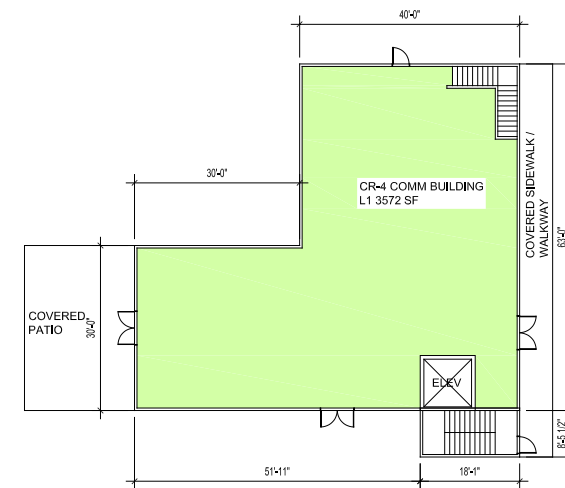


Print Date: MARCH 18, 2022	Issue & Revisions				  	Sheet Name: CR-3 EXTERIOR ELEVATIONS	THE LONGVIEW AT LAKOTA CANYON RANCH  Client: The Romero Group 350 Market Street Suite 304 Basalt, CO 81621
File Name: THE LANDING AT LAKOTA CANYON RANCH						Date:	
Horiz. Scale:							
These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.							








CR-4 LEVEL 2 COMMERCIAL

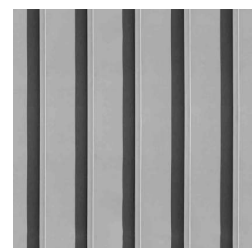


CR-4 LEVEL 1 COMMERCIAL

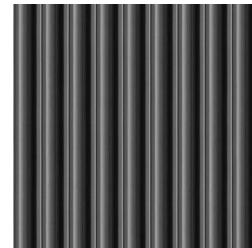
CR-4 COMMERCIAL  
 L1 3,572 sf  
 L2 3,572 sf  
 Total 7,144 sf



Print Date: MARCH 18, 2022	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<b>Issue &amp; Revisions</b>				  	Sheet Name: CR-4 FLOOR PLANS	THE LONGVIEW AT LAKOTA CANYON RANCH
File Name: THE LANDING AT LAKOTA CANYON RANCH		Date:	Comments:	Drawn by:	Checked by:		Sheet Number: <b>CR-4</b>	Client: The Romero Group 350 Market Street Suite 304 Basalt, CO 81621
Horiz. Scale:								
These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.								



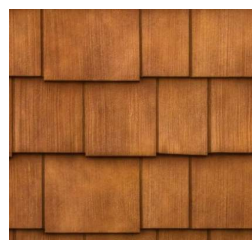
Metal Roofing



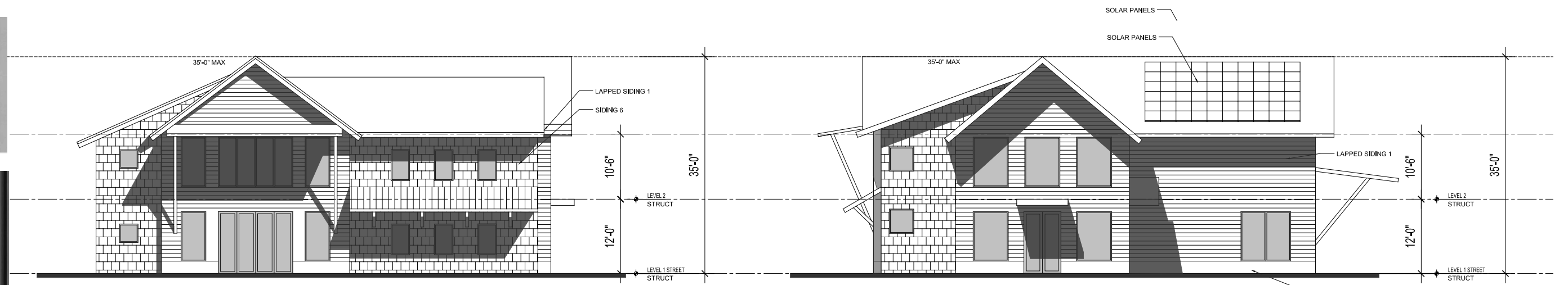
Metal Base Cladding



Horizontal Siding 1

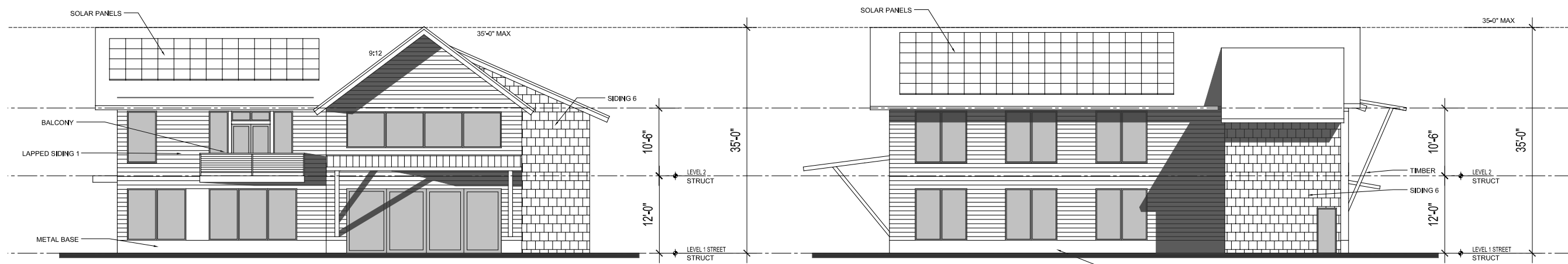


Shingle/ Shake Siding 6



**4** EXTERIOR ELEVATION - NORTH  
A4.1 1/8" = 1'-0"

**3** EXTERIOR ELEVATION - WEST  
A4.1 1/8" = 1'-0"



**2** EXTERIOR ELEVATION - SOUTH  
A4.1 1/8" = 1'-0"

**1** EXTERIOR ELEVATION - EAST  
A4.1 1/8" = 1'-0"

Print Date:	MARCH 18, 2022
File Name:	THE LANDING AT LAKOTA CANYON RANCH
Horiz. Scale:	
These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.	

Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:



Sheet Name:

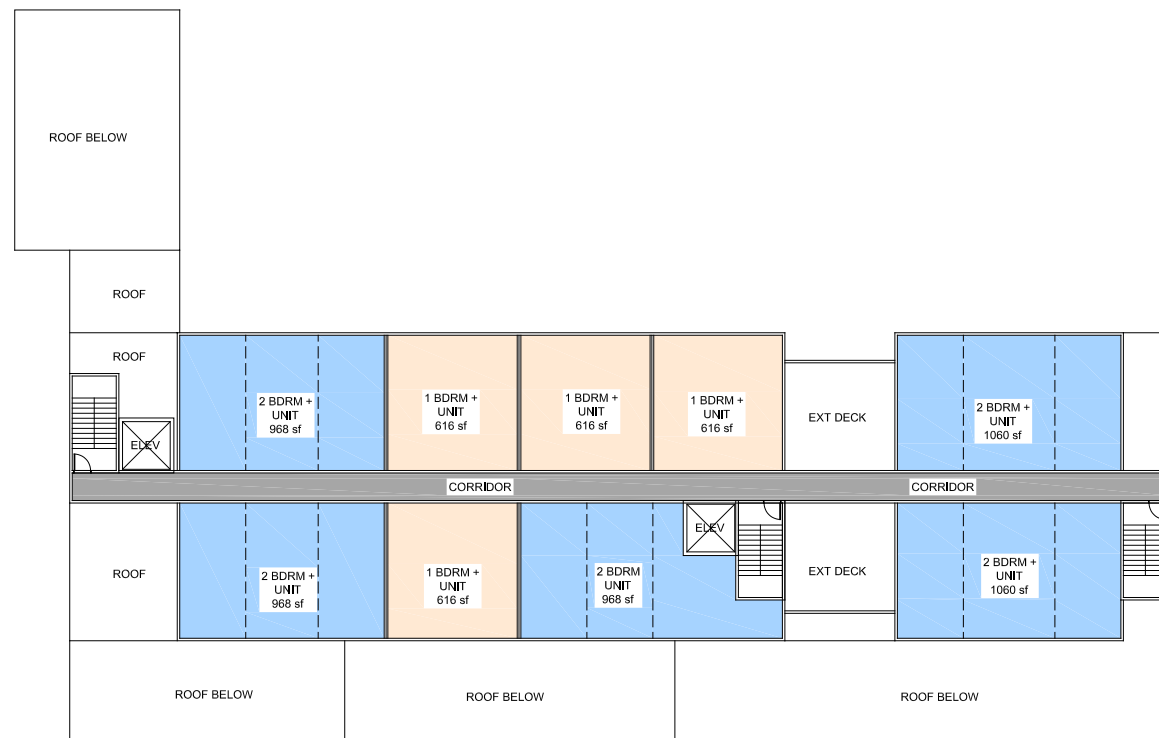
CR-4 EXTERIOR ELEVATIONS

Sheet Number:

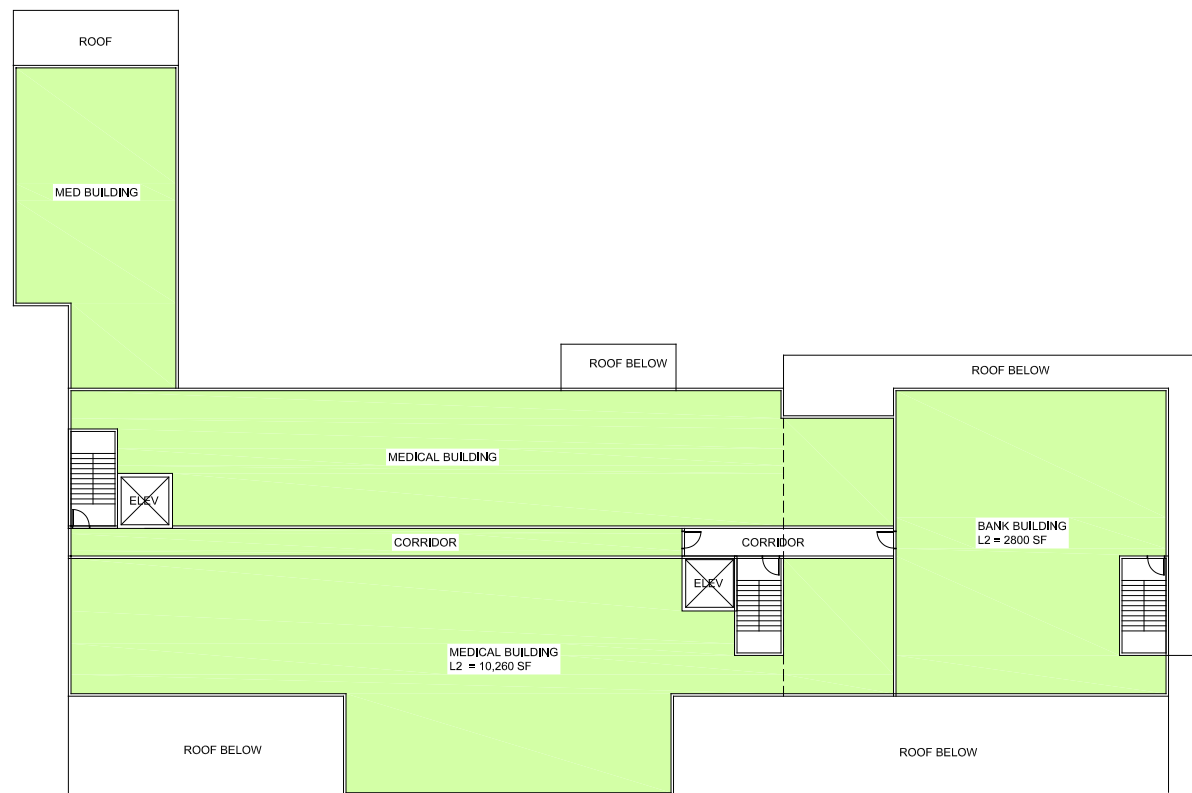
**C4-4.1**

THE LONGVIEW AT LAKOTA CANYON RANCH

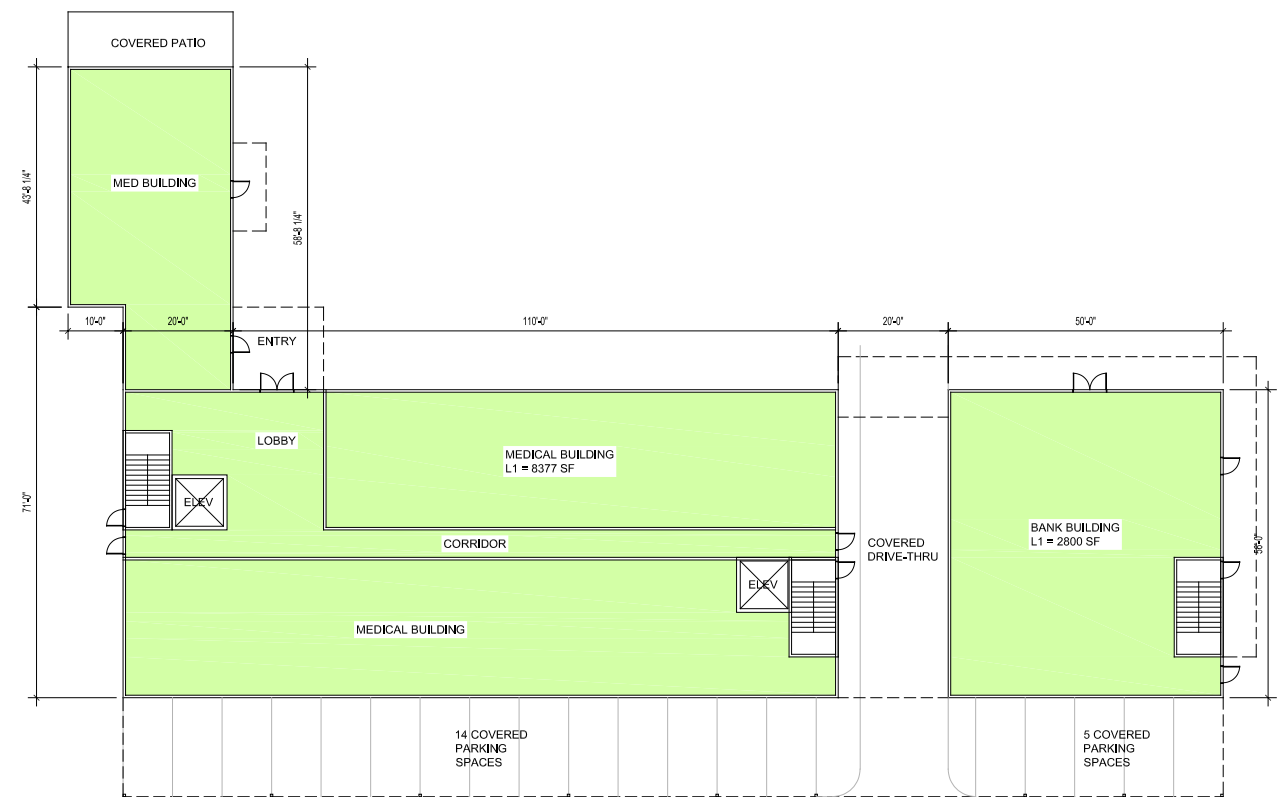
Client:  
The Romero Group  
350 Market Street  
Suite 304  
Basalt, CO 81621



**3 THIRD LEVEL FLOOR PLAN**  
CR-5 1/16" = 1'-0"



**2 SECOND LEVEL FLOOR PLAN**  
CR-5 1/16" = 1'-0"



CR-5  
COMMERCIAL 18,637 sf  
BANK 5,600 sf  
RESID L3 7,286 sf  
Total = 31,523 sf  
(circulation not incl)

CR-5 LEVEL 1 MEDICAL / COMMERCIAL

**1 STREET LEVEL FLOOR PLAN**  
CR-5 1/16" = 1'-0"

Print Date:	MARCH 18, 2022
File Name:	THE LANDING AT LAKOTA CANYON RANCH
Horiz. Scale:	
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Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:

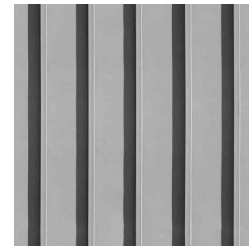


Sheet Name:	CR-5 FLOOR PLANS	THE LONGVIEW AT LAKOTA CANYON RANCH
Sheet Number:	<b>CR-5</b>	
		Client: The Romero Group 350 Market Street Suite 304 Basalt, CO 81621





**4** EXTERIOR ELEVATION - WEST  
A4.2 1/8" = 1'-0"



Standing Seam Roofing



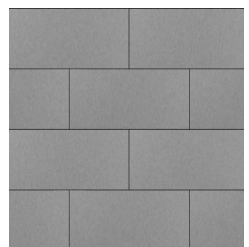
Brick Cladding 1



Brick Cladding 1



Cement Board Siding



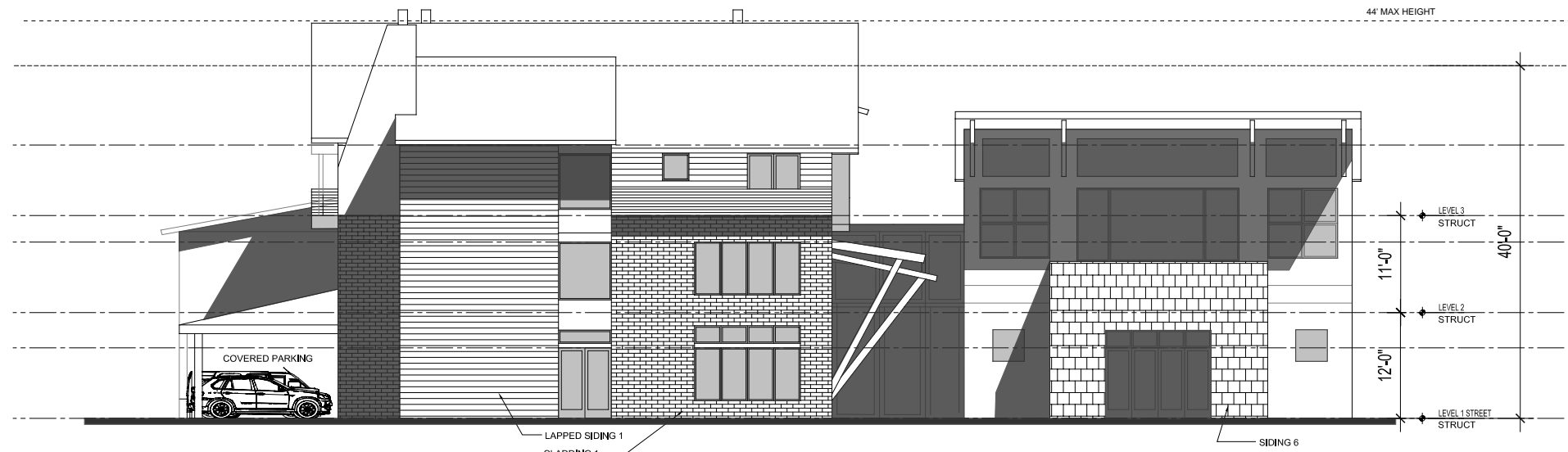
Metal Shingle/ Shakes Siding 6



Horizontal Siding Lapped Siding 1



Vertical Siding Siding 2



**3** EXTERIOR ELEVATION - NORTH  
A4.2 1/8" = 1'-0"

CR-5 EXTERIOR ELEVATIONS

Print Date:	MARCH 18, 2022
File Name:	THE LANDING AT LAKOTA CANYON RANCH
Horiz. Scale:	
These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.	

Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:



Sheet Name:

CR-5 EXTERIOR ELEVATIONS

Sheet Number:

**C5-4.1**

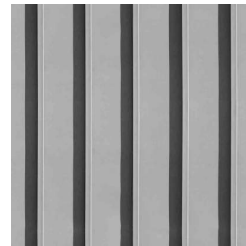
THE LONGVIEW AT LAKOTA CANYON RANCH

Client:  
The Romero Group  
350 Market Street  
Suite 304  
Basalt, CO 81621





2 EXTERIOR ELEVATION - EAST  
A4.1 1/8" = 1'-0"



Standing Seam Roofing



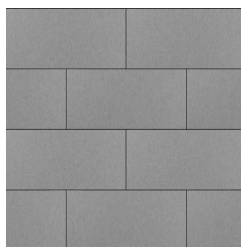
Brick Cladding 1



Brick Cladding 1



Cement Board Siding



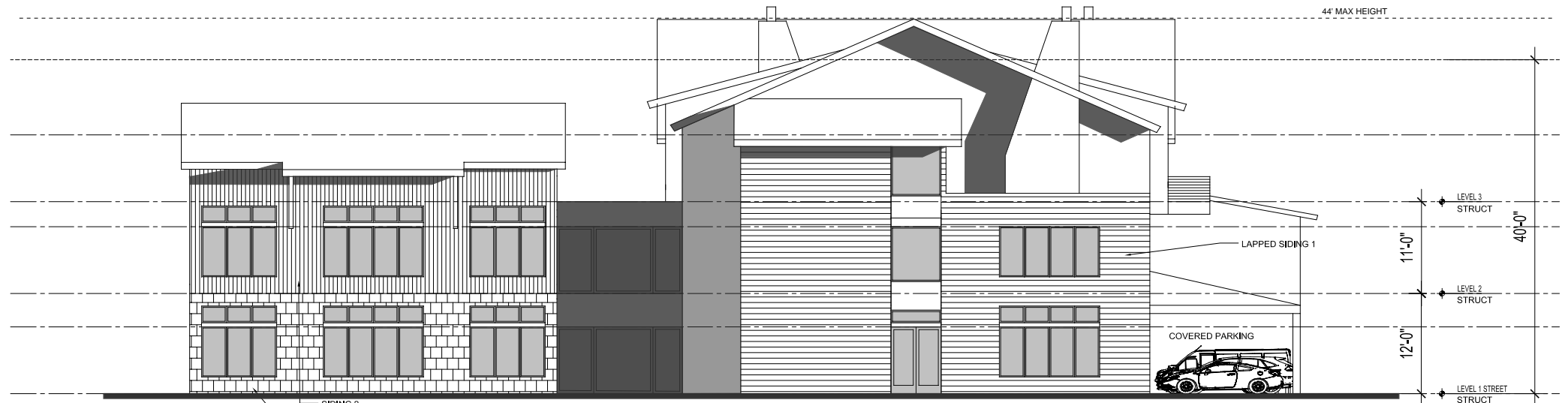
Metal Shingle/ Shakes Siding 6



Horizontal Siding Lapped Siding 1



Vertical Siding Siding 2



1 EXTERIOR ELEVATION - SOUTH  
A4.1 1/8" = 1'-0"

Print Date:	MARCH 18, 2022
File Name:	THE LANDING AT LAKOTA CANYON RANCH
Horiz. Scale:	
These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.	

Issue & Revisions			
Date:	Comments:	Drawn by:	Checked by:



Sheet Name:

Sheet Number:

**C5-4.2**

THE LONGVIEW AT LAKOTA CANYON RANCH

Client:  
The Romero Group  
350 Market Street  
Suite 304  
Basalt, CO 81621





APARTMENTS






SINGLE FAMILY HOMES



COMMERCIAL MIXED USE BUILDINGS



TOWNHOMES AND MIXED USE BUILDINGS

Print Date: MARCH 18, 2022	Issue & Revisions							Sheet Name: PRECEDENT IMAGES	THE LONGVIEW AT LAKOTA CANYON RANCH
File Name: THE LANDING AT LAKOTA CANYON RANCH	Date:	Comments:	Drawn by:	Checked by:				Sheet Number:	Client: The Romero Group 350 Market Street Suite 304 Basalt, CO 81621
Horiz. Scale:									
<p>These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.</p>									



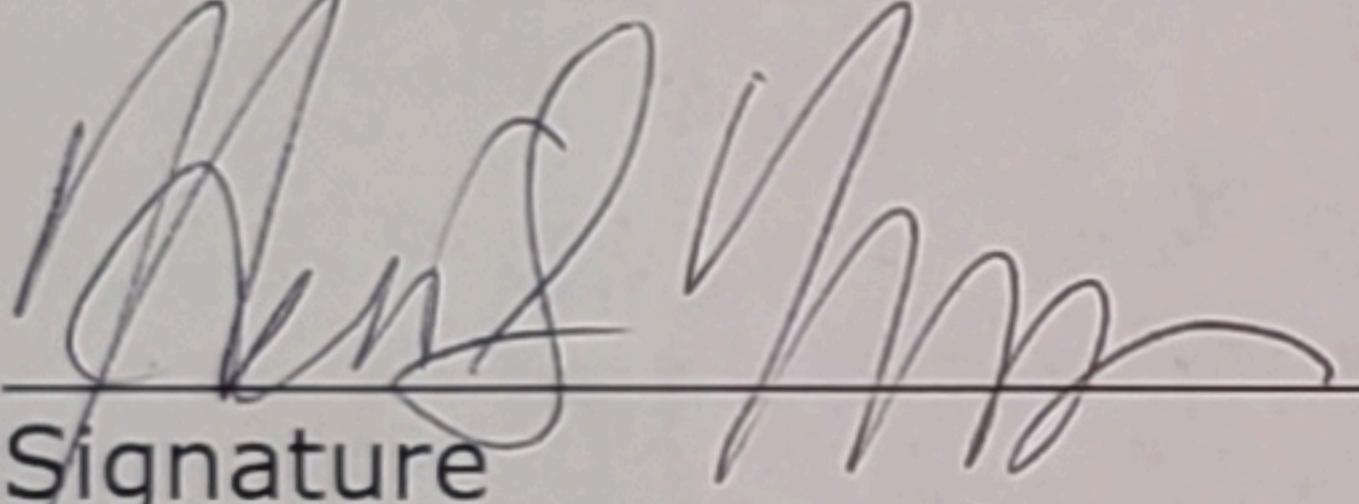


**AFFIDAVIT AS TO NOTICE OF PUBLIC HEARING**

I, **Heather Henry**, do hereby certify that pursuant to ordinances of the Town of New Castle, Colorado, I provided notice of a public hearing before the New Castle Town Council on **May 2<sup>nd</sup>, 2023**, regarding a **application for vested rights** by doing the following:

1. At least fifteen (**15**) **days prior** to such hearing, I sent a copy of the attached Notice of Public Hearing by **certified mail to the owners of all property within two hundred fifty (250) feet** of the subject property and to the Town of New Castle.
2. If required by Chapter 16.10 of the new Castle Municipal Code, at least thirty (**30**) **days prior** to such hearing, I provided a copy of the attached Notice of Public Hearing to the **owners of mineral estates** as required under C.R.S. Section 24-65.5-103.
3. At least fifteen (15) days prior to such hearing, **I posted notice of the hearing on the property on a sign** approved by the Town at least twenty-two (22) inches wide, twenty-six (26) inches high, with letters at least one (1) inch in height. The sign was posted so that it was visible from a public street.
 

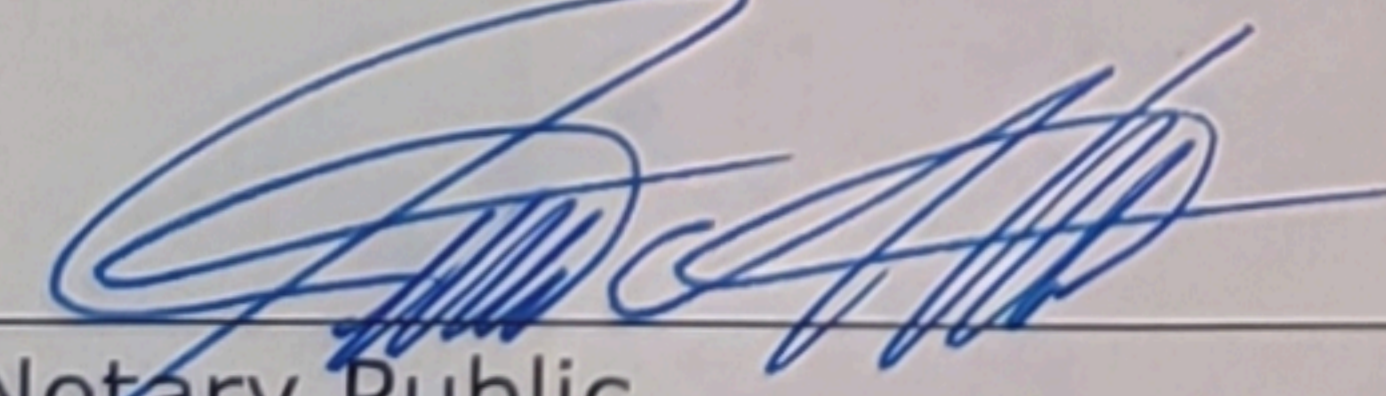
posted on 4/18/23
4. At least (15) days prior to such hearing, the attached Notice of Public Hearing was published on the **Town's website**.

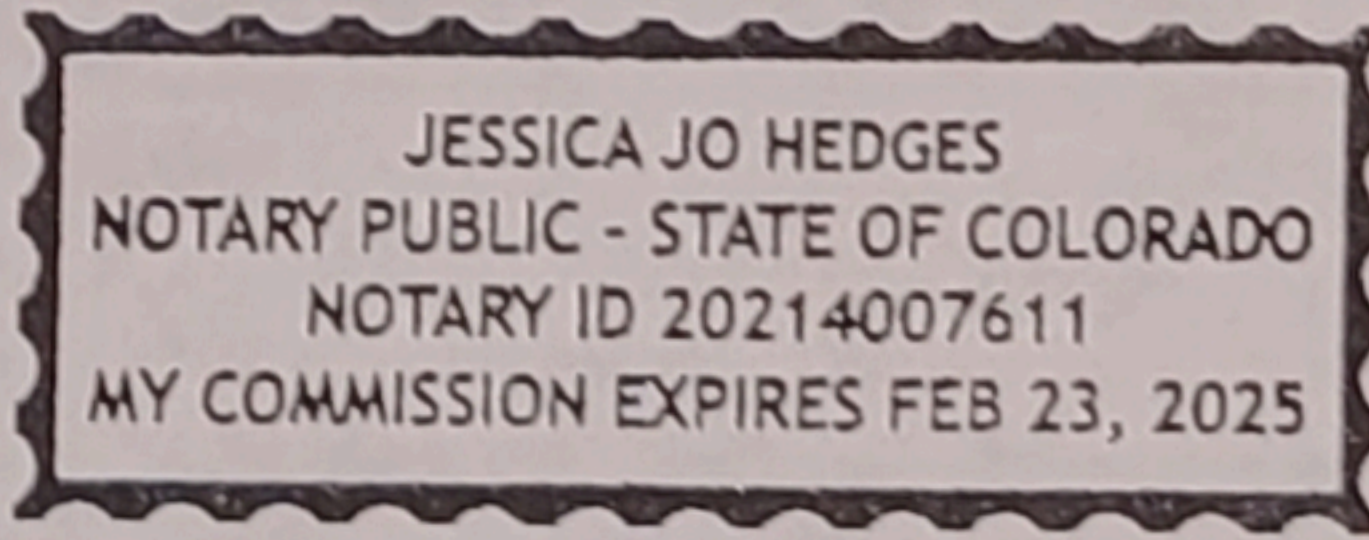
  
 \_\_\_\_\_  
 Signature

STATE OF COLORADO     )  
   ) ss.  
 COUNTY OF Eagle     )

Subscribed and sworn to before me this 28<sup>th</sup> day of April,  
2023, by Heather Henry.

Witness my hand and official seal.

  
 \_\_\_\_\_  
 Notary Public  
 My commission expires: Feb 23<sup>rd</sup> 2025





**Public Works Department**  
(970) 984-0669 ex200  
[jwenzel@newcastlecolorado.org](mailto:jwenzel@newcastlecolorado.org)



**Town of New Castle**  
801 W Main Street  
New Castle, CO 81647

March 21, 2023

Paul,

The Public Works Department has had the opportunity to review the Longview at Lakota Canyon Ranch Final Plan and has the following comments:

**Final Plat:**

The final plat needs to identify which roadways are public and which are private.

The final plat needs to identify the open space and trails as private.

The final plat needs to show the location of snow storage areas.

The final plat needs to show the ROW needed for a future round-a-bout.

**Snow Storage:**

Dedicated snow storage areas on drives A and B do not meet the minimal requirements of 15%.

Individual snow storage areas shall not be separated by more than 300 feet.

**Streetlights:**

Streetlights should be added at the intersection of Lakota Drive and Faas Ranch Road.

Streetlights should be added at the 4-way intersection west of Lakota Drive and Faas Ranch Road.

**Signage:**

"No Parking" signs are not shown on the one way public streets (A and B).

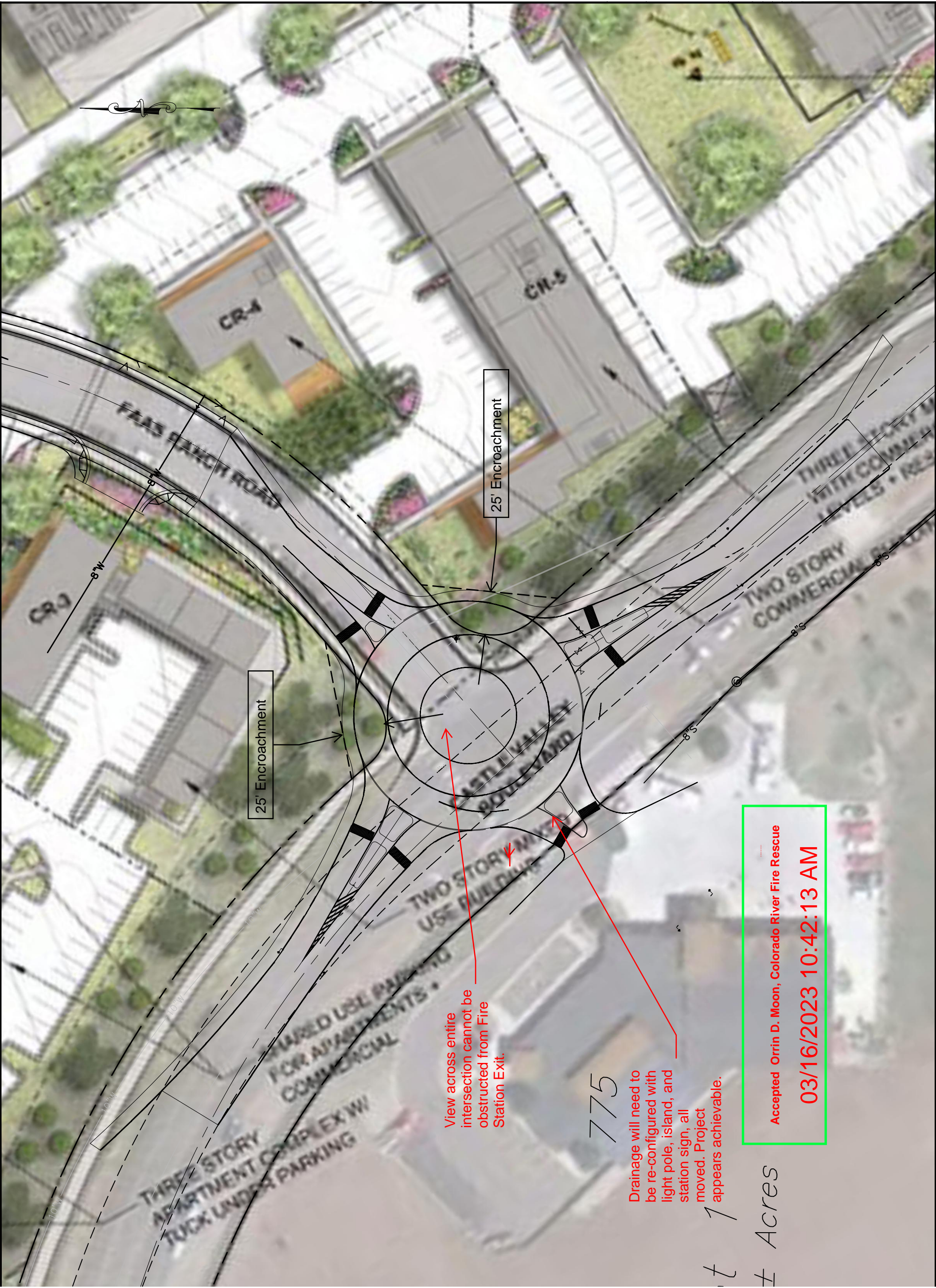
**Utilities:**

We request that the developer include an additional potable water service line and curb stop to supply a water sample station. The sample station will be purchased and installed by the Town. Ideally, the additional service line and curb stop should be located near the intersection of Drive F and Drive H.

Isolation valves should be installed before and after all pressure reducing valves, on the outside of the vault. The pressure reducing valve should be a Cla-Val type.

The fire Hydrant manufacturer is not listed. Fire hydrants must be Kennedy K-81.





25' Encroachment

25' Encroachment

View across entire intersection cannot be obstructed from Fire Station Exit.

Drainage will need to be re-configured with light pole, island, and station sign, all moved. Project appears achievable.

Accepted Orrin D. Moon, Colorado River Fire Rescue  
03/16/2023 10:42:13 AM

775

± Acres



**From:** [Orrin Moon](#)  
**To:** [Paul Smith](#)  
**Cc:** [Leif Sackett](#)  
**Subject:** RE: Romero Traffic Circle  
**Date:** Thursday, March 16, 2023 11:13:26 AM  
**Attachments:** [031523 CVBLVD Prelim RAB 3-16-23.pdf](#)

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Paul,

Chief Sackett and I have reviewed the changes to the proposed traffic circle and believe that this can be done with some possible minor changes when the project is proposed. I have made some notes on the drawings that we see as possible issues when the traffic circle is designed. As far as the general layout, we are fine with the proposed location of the traffic circle as proposed. See the attached drawing.

Thank You,

**Orrin D. Moon**  
Prevention Division Chief/Fire Marshal  
Colorado River Fire Rescue  
970-625-1243  
[orrin.moon@crfr.us](mailto:orrin.moon@crfr.us)



Longview may be developed in up to ten phases. The representations of phases in the application are representative only as possible phases and developer may re-configure the phases in any manner. The subplat for each phase shall be recorded after approval by the Town Administrator, Town Attorney, and Town Engineer.

**Commented [HC1]:** Five or ten? Phasing plan shows 5 phases. Does this relate to platting, i.e., the full filing can be platted in up to 10 "sub-plats"?

a. The Master Plat, including the plat making the Lot Line Adjustments with Parcel A1-1 and Parcel A-2, shall be executed and recorded within 180 days of the final approval of the development plan for Longview. The third amended subdivision exemption map will be updated to incorporate the change made by the foregoing and be recorded at the same time as the lot line adjustment plat.

**Commented [HC2]:** The "master plat/plan" (sheet C1) isn't set up for recordation. It's our understanding that the lot line adjustment plat and Phase 1 plat are the only plats to be approved and recorded at this time. A combination of the site plan (sheet L.1), master plat/plan (sheet C1), and other portions of the application will serve as the final PUD plan but will not get recorded.

b. All subplats shall be filed within ten (10) years of the recording of the Master Plat effective date of the approval of the final PUD plan for Longview.

c. Subplats shall be filed before commencing construction of any individual building within a phase; provided, however, developer may commence construction of infrastructure or public improvements in areas of the project for which a subplat has not yet been recorded; provided, however, that applicant must obtain a grading permit and post security to cover the applicable grading and revegetation work.

**Commented [HC3]:** This is an exception to the annexation agreement which provides that no grading may occur before an SIA/plat is recorded. This exception is only allowed if a grading permit and security for the scope of the grading and revegetation work (not full public improvements) is provided.

d. Vested rights for each individual phase shall be valid for three (3) years from the recording of the subplat for that phase, subject to maximum vested rights period of 10 years. The recordation of a subplat will not extend the maximum vested rights period beyond 10 years.

e. The developer shall prepare and record a Subdivision Improvements Agreement with each subplat, including a cost estimate for the public improvements within the phase as well as any public improvements located outside of such phase that will be constructed in conjunction with the construction of such phase. Prior to commencing construction for any phase, the developer shall be required to post financial security in a form acceptable to the Town Attorney for the public improvements located within the phase and to be constructed in conjunction with such phase.

The developer may, in its discretion, add up to an additional 10,000 square feet of commercial floor area (or approximately 20% of the approved commercial space) to the area designated as "Phase 3" in the application (notwithstanding what "phase it may be in construction"). The 40% "shared parking" reductions shall apply to this additional commercial floor area and developer shall satisfy any then-required mitigation measures resulting from the annual audit of parking. The addition of this commercial space may be approved as an administrative amendment to the PUD. The overall cap on commercial square footage within the Lakota Canyon Ranch will continue to apply, and the additional commercial square footage is subject to said cap.

## M E M O R A N D U M

To: New Castle Planning Department

From: Garfield & Hecht

Date: March 17, 2023

RE: Longview Final PUD Application review

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We have reviewed the Longview Final PUD Application materials (“Application”) submitted by Dwayne Romero and have the following comments:

1. Romero is also the owner of Lakota Canyon Ranch Filing 6B1 and 6B2. When Romero obtained approval of an SIA for the subdivision of Filing 6B1 in the fall of 2022, one of the approval conditions was to submit an updated subdivision exemption map for the 35+ acre parcels and future development parcels in the Lakota Canyon Ranch PUD. Romero submitted the map by the deadline required, but the map has not been finalized or recorded. The boundary line adjustment proposed as part of the Application will affect the parcels that are included in the subdivision exemption map. Accordingly, we recommend carrying forward the requirement that the subdivision exemption map be updated to reflect the boundary line adjustment associated with this filing and recorded at the same time as the Phase 1 plat.
2. The boundary line adjustment referenced above will transfer acreage from one of the golf course parcels to the Longview filing and vice versa. We need to know the net loss of acreage to the golf course parcel to confirm that the open space within the filing will replace that loss in full.
3. It was unclear from the Application whether the affordable housing units allocated to Habitat for Humanity will be developed by Romero or Habitat. If by Habitat, Habitat will be required to comply with the designs for those buildings approved as part of the Application. If Habitat/Romero want to allow for some deviation from that, the deviations that may be allowed without amending the PUD should be established at the time of approval of the Application.
4. To the extent Romero intends to condominiumize any residential and/or commercial buildings within Longview, any specific building or utility requirements for the condos (e.g., separate meters) should be included as a condition of approval.
5. We should discuss with P&Z and Council whether to allow a slight deviation in the acreage use diagram boundaries and acreages without a need for a PUD amendment. This will dovetail with Romero’s proposal to allow up to an additional 10,000 square feet of commercial in Phase 3 without needing to amend the PUD.

6. Romero will be required to comply with the sign code in effect at the time they (or a renter or successor owner) applies for a sign permit. No grandfathering or vested rights for signage within the filing.
7. Romero will be required to comply with any future wildland-urban interface rules and regulations adopted by the Town regardless of the approved PUD plan or vested rights.
8. See comments and redlines to Romero's "proposed conditions." If Romero wants vested rights for this filing, it will need to follow the procedures set forth in Chapter 16.36 of the Town Code.
9. A right-of-way easement for a future roundabout at the intersection of Faas Ranch and Castle Valley Boulevard should be added to the Phase 1 plat for dedication to the Town. Town staff can work with Romero on the desired dimensions of the easement. We would propose allowing non-permanent encroachments into the easement area subject to a revocable license.
10. We defer to the Town Engineer and Public Works Director about whether Romero must construct a traffic light to control the the Fass/Castle Valley intersection until a roundabout is constructed. If the traffic light is required, it should be dedicated to the Town.
11. The Town needs to develop objective standards to determine if/when adjustments need to be made to Romero's proposed shared parking arrangement. The performance standards identified on page 3 of the parking strategy report seem to be a good starting point, but we would like the Town Engineer and Public Work Director's feedback on that.

January 12, 2023

Mr. Dave Reynolds, Town Administrator  
Town of New Castle  
P.O. Box 90  
New Castle, CO 81647

**RE: Castle Valley Boulevard/Faas Ranch Road  
Roundabout Feasibility Study**

Dear Dave,

At the Town's request, we are providing this letter with the attached map and engineer's opinion of probable cost to discuss the feasibility of installing a roundabout at the Castle Valley Boulevard and Faas Ranch Road intersection. The purpose of the study was to identify geometry and extent of CVBLVD and Faas Ranch Road reconstruction to accommodate acceptable grades for a functional roundabout.

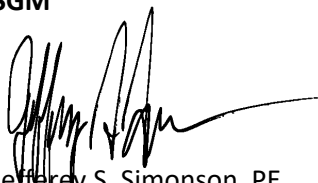
As shown, the roundabout matches existing grade at the intersection of both Castle Valley Boulevard and Faas Ranch Road. To soften the slopes through the roundabout (ie., 2% grade), an 18" uphill cut and an 18" downhill fill on Castle Valley Boulevard is necessary. From the uphill and downhill edges of the roundabout, there will be the need to reconstruct 200 lf +/- of the boulevard to transition back to existing grade. This would allow the roadway to get back to the existing 4.3% slope. Faas Ranch Road has approximately 133 feet of transition length.

The importance of the study is to determine how much room (if any) is necessary to secure additional future right of way from the adjacent properties to construct a roundabout. You will see on the exhibit, that approximately no more than 14 feet of additional encroachment would be necessary at the NW corner of the CVBLVD/Faas intersection and an additional encroachment of 37 feet would be necessary at the SE corner of the intersection.

With the foregoing, our engineer's opinion of probable cost is \$1.8 million for the total project. The EOPC does incorporate a 20% contingency, 10% in force account for utilities and miscellaneous soft costs along with 10% for construction engineering, 12% for preliminary engineering and 2% for preliminary survey.

Upon your receipt and review, if you have any questions, please don't hesitate to contact me.

Respectfully,  
**SGM**



Jeffrey S. Simonson, PE  
Principal/Town Engineer



**PROJECT ORDER OF MAGNITUDE EOPC  
TOWN OF NEW CASTLE - CVRB / FAAS Roundabout**

**SGM Project No. 93128A-40M**

**Prepared By: Dan Cokley**

**Date Prepared: 10/14/2022**

**Reviewed By: Jeff Simonson**

**Project Description & Assumptions:**

Calculations Based on the Following:

36340	sf of roadway area	10% Muck Ex assumption for grading 2 ft depth
2095	lf Curb & Gutter (inc. ABC)	800 ft of replaced trail
5	in. HMA	
8	in. Class 6 ABC	
12	in. Class 2 ABC	

Item Description	Unit	Quantity	Unit Cost	Total Cost
Asphalt Removal	SY	4,038	\$5	\$20,189
Concrete Removal	SY	233	\$25	\$5,819
Landscaping	LS	1	\$50,000	\$50,000
Roadway Grading	SY	7,778	\$15	\$116,667
Curb and Gutter	LF	2,095	\$50	\$104,750
6" Concrete Flatwork	SY	761	\$80	\$60,889
ABC Class 2	TON	2,417	\$45	\$108,747
ABC Class 6	TON	1,921	\$55	\$105,677
HMA (SX) (75) (PG 58-22)	TON	1,113	\$175	\$194,760

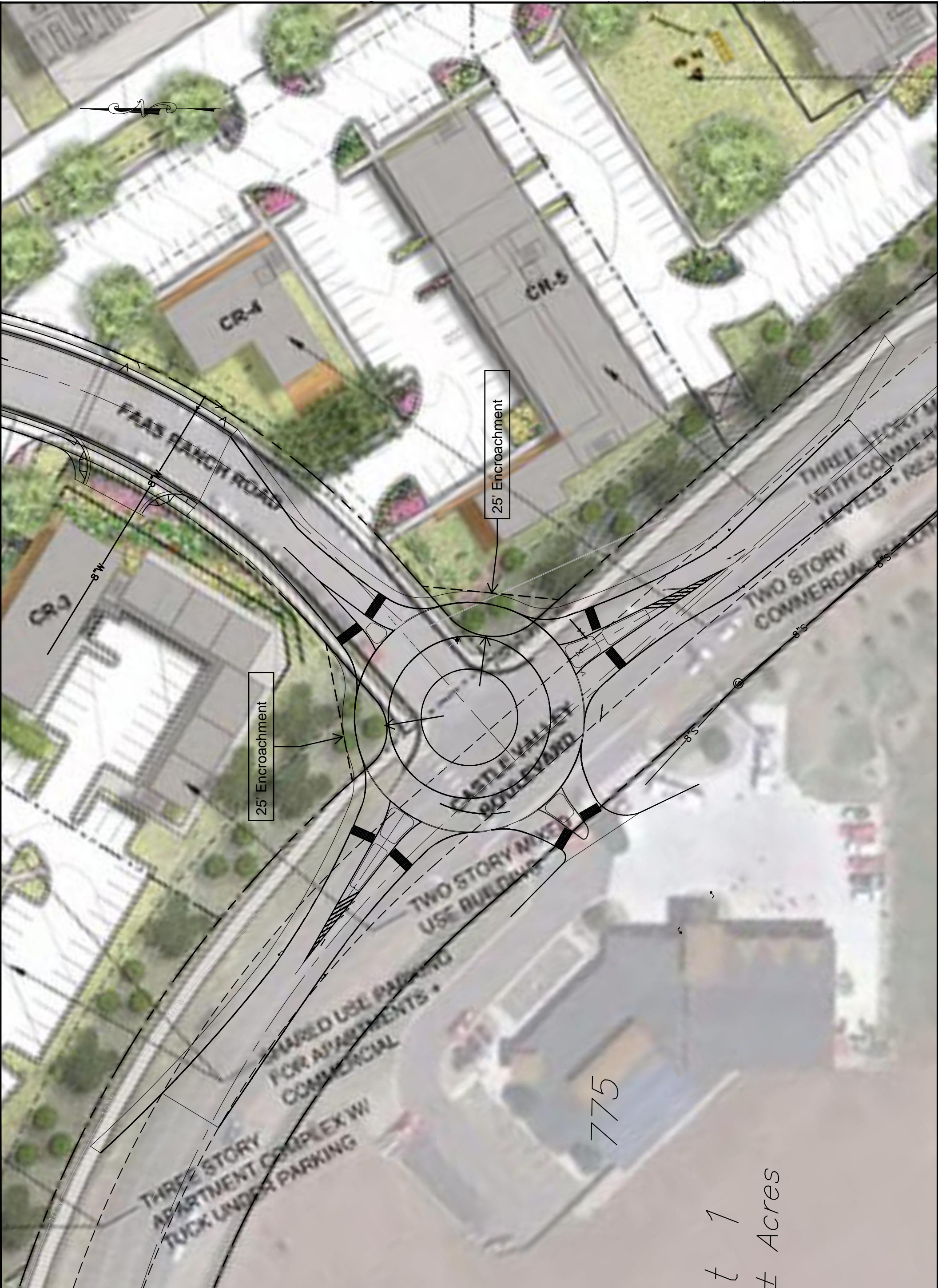
**Total Accounted Construction Items      \$767,498 (a)**

**PROJECT ORDER OF MAGNITUDE EOPC  
TOWN OF NEW CASTLE - CVRB / FAAS Roundabout**

**Other Project Costs Established as a % of Total Accounted Construction Items**

	Total Accounted Construction Items	\$767,498 (a)	
	<u>% Range</u>	<u>% Used</u>	
Contingencies	15% - 30% of (a) Default = 25%	20%	\$153,500 (b)
ITS	6% - 10% of (a+b) Default = 6%	0%	\$0 (c)
Drainage	3% - 10% of (a+b) Default = 6%	10%	\$92,100 (d)
Signing and Striping	1% - 5% of ( $\Sigma a - d$ ) Default = 5%	3%	\$30,393 (e)
Construction Signing & Traffic Control	5% - 25% of ( $\Sigma a - e$ ) Default = 20%	10%	\$104,349 (f)
Mobilization	4% - 10% of ( $\Sigma a - f$ ) Default = 7%	12%	\$137,741 (g)
<b>Total of Construction Items</b>	<b>(a+b+c+d+e+f+g)</b>		<b>\$1,285,580 (h)</b>
Force Account - Utilities	1% - 2% of (h) Default = 2%	5%	\$64,279 (i)
Force Account - Misc.	10% - 15% of (h) Default = 12%	5%	\$64,279 (j)
<b>Subtotal of Construction Cost</b>	<b>(h+i+j)</b>		<b>\$1,414,138 (k)</b>
Total Construction Engineering	10% - 25% of (k) Default = 20%	10%	\$141,414
Total Preliminary Engineering	10% - 15% of (k) Default = 12%	12%	\$169,697
Total Preliminary Survey	10% - 15% of (k) Default = 12%	2%	\$28,283
Right of Way / Utilities	Project Dependent	5%	\$70,707
<b>Preliminary Engineer's Opinion of Probable Costs - Total Project</b>			<b>\$1,824,238</b>







March 24, 2022

Mr. Dave Reynolds, Town Administrator  
Town of New Castle  
P.O. Box 90  
New Castle, Colorado 81647

**RE: Longview at Lakota (Lakota Filing 7)  
Phase 1 Final Plan Review**

Dear Dave,

The purpose of this letter serves to provide comment, concerns and questions regarding the proposed development of Longview at Lakota Preliminary Plan Application. In order to conduct this review, we are in receipt of a variety of pieces of information noted as follows:

1. The various drawings prepared by Connect One, Colorado River Engineering and Z Group Architects generally as follows:
  - a. Longview-Plat-Final Plan
  - b. Longview-Plat-Phase 1
  - c. Longview-Landscape-Final Plan
  - d. Longview-Civil-Final Plan
  - e. Longview-Architectural-Final Plan
  - f. Longview-Parking Strategy-Final Plan
  - g. Longview-Affordable Housing-Final Plan
  - h. Longview-Proposed Conditions Language.docx
  - i. Lakota Covenants
  - j. Title\_PRE-2022-912-Parcel C-2
  - k. Title\_PRE-2022-913-Future Dev. Parcel
  - l. Title\_PRE-2022-914-Future Dev. Parcel 2
  - m. C1D-Lakota Mixed Use-Landscape Sheet set
  - n. Light Spec
  - o. Sign Info

Following our review of the above stated documents, we have determined that a variety of additional details will need to be provided to bring the drawings to a construction level and to be definitive on the magnitude of public improvements that will ultimately need to be secured for this project for each of the subsequent phases of the project. For Phase 1, the proposed improvements are the wet and dry utility services that will be servicing the three lots proposed in Phase 1. That being said, please note the following comments:

1. Prior to approval of the final plans and construction plans for phases 2 through 5, additional specificity, coordination and discussion will need to occur for the proposed phasing of all of the improvements for this project. The purpose of this will be to assure that the timing and detail of the improvements (beyond Phase 1) are clear and concise on what/when various improvements are to be installed. Note that the applicant anticipates that this is the case. For Phase 1, only service lines are proposed to service three lots. These lines can be installed through the Town's Right of Way permit process.



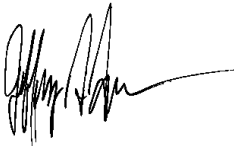
2. The project (Phases 2-5) involves extension of water lines, sewer lines and the raw water lines in public right of way. Also, excavation area in excess of 22" exceeds 1,000 sf. As such, the project is subject to the Subsurface Utility Engineering (SUE) requirements of SB 18-167. Prior to construction plans approval, the project will need to provide SUE locates and engineering in accordance to SB 18-167.
3. Note that because of SB 18-167, all utilities will need to be installed in such a fashion and to be electronically locatable. Details will need to be revised to provide instruction to the contractor that provide tracer wire, magnetic tape, etc... on all subsurface utilities.
4. Provide preliminary locations of transformers, pedestals and gas meter locations relative to providing electric, cable, telephone and gas service to the buildings. Provide this information in the context of assuring ample room remains for snow storage and is consistent with the landscape plan intent. We understand that the final design and location of these facilities are subject to the terms of the will serve letter from the utility companies, but also want to provide them direction as to where their respective facilities need to be considered for installation to avoid conflicts with other public improvements, snow storage and landscaping.
5. Assure that all water/sewer crossings can be provided with a minimum separation of 18". This also holds true for all water/storm drain crossings. Assure that water/storm drain crossings provide adequate freeze protection at each crossing.
6. Provide details identifying how new concrete improvements are to tie to existing.
7. Snow storage continues to be an issue in the Town when curb, gutter and sidewalks are constructed without an open space between the back of curb and edge of sidewalk. We would recommend that there be a 5-foot area from back of curb to sidewalk for a continuous placement of snow when plowing streets. We do not believe that the curb bump outs at intersections will provide enough area in our experience.
8. Access to Lot 25 is problematic. It appears that this lot will need to have an easement through the adjacent lot, and it also will need to provide ample room for access, maintenance and repair of the raw water pipeline being rerouted for service to the golf course. Likewise, access, maintenance, and repair of the raw water pipeline for lots 26 and 27 are problematic with only a 10-foot easement proposed.
9. On the plat, it needs to be clearly noted that, excepting Lakota Drive, all roadways within Longview at Lakota will be privately owned and maintained.
10. Drainage and utility easements need to be provided along each lot line. Concern exists with the upper lots draining onto the lower lots and having enough room to move water to the streets. Are fences to be allowed? If this is so, again, significant issues exist with side lot drainage.
11. Given that this (Phases 2-5) is a preliminary grading plan, we anticipate that subsequent submittals will be more detailed in assuring that the placement of pedestrian paths, drainage swales (between lots) and sidewalks can be accomplished. Based on a cursory review of the cross slopes of paths with longitudinal slopes, we do anticipate several smaller retaining walls will be necessary to accomplish the overall grading and drainage intent evaluated.

12. The pedestrian path along the south side of the property will need to be carefully detailed as the drainage paralleling that path is a main drainage corridor for this filing as well as existing development along the backside of Blackhawk Drive. Erosion control will be a concern coupled with the assertion that the drainage in this corridor will be able to accommodate the 100-year event without flooding adjacent properties.
13. Clarification will be necessary as to which areas of the roadways are to receive mountable curb, gutter and sidewalk versus vertical curb, gutter and sidewalk. For Lakota Drive, as previously mentioned, the preference is a 5' space between sidewalk and back of curb. Likewise, a vertical curb and gutter is preferred along Lakota Drive.
14. Phase 1 Plat does not contain the requisite drainage and utility easements previously requested.
15. We would recommend the developer coordinate with the Town the opportunity to reserve an access, utility and drainage easement at the intersection of Faas Ranch Road and Castle Valley Boulevard for the potential installation of a future roundabout. Finalization of the size and locations should be part of that coordination. This coordination will need to occur prior to the finalization of the plat for Phase 2.

Upon your receipt and review, if you have any questions, please don't hesitate to call.

Respectfully,

**SGM**



Jefferey S. Simonson, P.E.  
Town Engineer/Principal

5\_LONGVIEW-CIVIL-FINAL PLAN.pdf →

Info

Comments 5 unread

LP Add your thoughts

Sort by

- OM** Orrin Moon 11:31 AM, Today  
Page 8 · What is the plan for road names and building addresses? I am only seeing Lakota Drive and Fass Ranch Road. All ...
- OM** Orrin Moon 11:21 AM, Today  
Page 4 · Fire hydrant shown in the middle of road on the east /west first entrance of drive h
- OM** Orrin Moon 11:17 AM, Today  
Page 4 · Fire Hydrant is needed in the middle of drive B. by commercial buildings.
- OM** Orrin Moon 11:10 AM, Today  
Page 3 · Fire Hydrant needed in the middle area of drive D
- OM** Orrin Moon 11:05 AM, Today  
Page 3 · Fire hydrant is needed in the middle of drive A, area of lot 33 and 30.

4\_LONGVIEW-LAN...FINAL PLAN.pdf →

Info

Comments 1 unread

LP Add your thoughts

Sort by

- OM** Orrin Moon 11:37 AM, Mar 17  
Page 2 · Fire hydrants shall not be obstructed by vegetation. A fire Hydrant overlay is needed in the landscape plan.

**From:** [Heather Henry](#)  
**To:** [Paul Smith](#)  
**Cc:** [Dwayne Romero](#); [Katie Tabor](#); [Lauren Prentice](#)  
**Subject:** RE: Netzero, alt transport, solar, etc?  
**Date:** Wednesday, April 5, 2023 2:20:02 PM  
**Attachments:**

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**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sorry this took me a bit. Here is our language considering sustainability.

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The Longview team is excited to be a part of a state and local community that is pursuing robust sustainability initiatives in the built environment. In addition to meeting all applicable state and local building requirements the team has been evaluating the following initiatives on some or all of the Longview phases. These strategies will be evaluated on a construction and operational cost-benefit basis to determine final implementation. Some strategies are already incorporated into the PUD documents (as noted below).

- Fully electrified buildings and on-site renewables (net zero ready)
- Renewables purchase agreements
- Xeric landscape plan (already noted on PUD docs)
- Artificial turf on Phase 2 large park and lawn space
- Shuttle/bus stop in Phase 2
- Extensive bike and E-bike infrastructure
- Car charging infrastructure (both public and private)
- Car share program
- Bike share program infrastructure (We-Cycle)

---  
**Heather Henry**, Principal

Landscape Architecture | Land Planning  
Tel: 970-355-5457  
Dir: 970-618-3324  
Mailing: 435 N 8th Street | Carbondale, CO 81623  
Physical: 350 Market Street, Suite 307 | [Basalt, CO 81621](#)  
210 N Mill Street, Unit B | Aspen, CO 81611



**RECEIVED**

APR 07 2023

**Town of  
New Castle, CO**

TO: New Castle Planning &amp; Zoning Commission

DATE: April 7, 2023

RE: Romero Group final PUD and subdivision application (Lakota Canyon Ranch PUD --  
Faas Ranch Road and Castle Valley Boulevard)

This an open letter addressed to the New Castle Planning & Zoning Commission in regards to the final PUD and subdivision application submitted by or on behalf of the Romero Group for development of residential units and commercial space within Lakota Canyon Ranch PUD. It is requested that this letter (1) be entered in the record and (2) read aloud and/or otherwise exhibited at the Planning & Zoning Commission public hearing/meeting scheduled for April 12, 2023 at 7:00 PM.

At the last public hearing held on this proposed development several individuals stood up to sing the praises of the Romero Group. It seems at least so far that the Romero Group is a huge improvement over Warrior Acquisitions. Having said that, no one should be fooled into thinking that Romero's goals are altruistic -- showing a disinterested and selfless concern for the well-being of others.

Romero Group is a privately-held for-profit investment group which acquired from Warrior the golf course and undeveloped parcels at an admitted fire sale price (one-half of the then appraised value); some have even characterized this deal as a "contender for steal of the century". Suffice to say that if this proposed development is rejected, Romero Group will still make many millions of dollars off of its holdings acquired from Warrior. As always seems to be the case, this comes down to CORPORATE GREED AND OVERREACH, more often than not at the expense of the community.

The communities here are first and foremost Lakota Canyon Ranch and then secondarily the Town of New Castle. Lakota Canyon Ranch is the premier residential community in this area. Suffice to say that what is good for Lakota Canyon Ranch is also good for the Town of New Castle.

Eagles Ridge Ranch (currently under construction) and New Castle Senior Housing are both multi-family developments located along the west side of Castle Valley Boulevard (CVB). Significantly, these developments neither directly abut or overlook the Lakota Canyon Ranch golf course nor detract from the natural beauty or views from within Lakota Canyon Ranch. It is also significant that these developments both access CVB from the west and their related traffic can directly proceed northward toward Highway 6 and Interstate I-70 without having to first cross, yield to or otherwise block southbound CVB. Among many other legitimate concerns expressed about Romero's proposed development (for example, parking, narrow street widths, emergency vehicle access, evacuation), TRAFFIC CONGESTION related to vehicles exiting from Faas Ranch Road

onto Castle Valley Boulevard wanting to go northbound on SVB toward Highway 6 and Interstate I-70 is certainly one of the major concerns. Mayor Riddle has conceded that a roundabout or traffic circle is not feasible at the intersection of Faas Ranch Road and CVB. While a traffic signal at Faas Ranch Road and CVB would allow traffic on Faas Ranch Road to safely enter and proceed northbound on CVB, unless the light is going to be 10 minutes per cycle there is no way to avoid a huge backup at or near Faas Ranch Road during the morning rush hour for traffic wanting to go northbound on SVB toward Highway 6 and Interstate I-70; this would mean all other northbound and southbound CVB traffic would be completely stopped and backed up for a considerable period of time. It would be very surprising indeed if the other residents of New Castle (particularly those residing in Castle Valley Ranch) would find this to be an acceptable situation or solution. The problem here is that there are far too many residential units associated with the proposed development. Unless the number of residential units was cut by 50%, no amount or kind of promised mitigation is going to fix the traffic congestion problems during the morning rush hour.

One of the Romero Group's main selling points for this proposed development is affordable housing. To be sure, affordable housing is an issue across the entire US and Colorado, including the Down Valley. That said, Romero's offer to include 26 or so affordable (whatever that really means) housing units is disingenuous considering the permanent damage likely to be done to this premier residential community. It is not as though there are no other suitable sites along Castle Valley Boulevard or even elsewhere in New Castle to develop affordable housing. There are at least one hundred acres of undeveloped real estate located along the west side of Castle Valley Boulevard, immediately south of the New Castle Senior Housing complex. Development of multi-family housing in that open area would neither detract from the natural beauty or views from within the Lakota Canyon Ranch community nor create the traffic snafu surely to follow the Romero Group's proposed high-density development.

Some are insistent that there be NO further or other development in Lakota Canyon Ranch immediately to the north or south of Faas Ranch Road. This is unrealistic and naive. Development is not only inevitable but also important to the future growth and success of the Town of New Castle. The question then becomes what kind of development should be allowed.

Although the Romero Group has somewhat scaled back its initial proposals for this development, it remains a fact that **THE CURRENTLY PROPOSED DEVELOPMENT STILL TRIES TO CRAM TOO MUCH INTO TOO SMALL OF A SPACE**. Although by no means the only problem, the single biggest problem with the proposed development is the numerous 3-story multi-family apartment buildings which would far exceed (1) the maximum allowed residential units per building [max allowed is 10 units per bldg, but

Romero would increase this to 24 units per bldg] and (2) the maximum allowed building height [max allowed is 35 ft, but Romero would push this to 42 ft]. For the sake of increased profits to its investors the Romero Group is asking the Town of New Castle for permission to OVERDEVELOP this particular parcel of property which will permanently and irreparably damage the unique aesthetic to the Lakota Canyon Ranch community.

Respectfully, the Planning and Zoning Commission and the Town of New Castle should reject the Romero Group's currently proposed development for this area.

CONCERNED RESIDENTS OF LAKOTA CANYON RANCH

**Lauren Prentice**

---

**From:** Mindy Andis  
**Sent:** Wednesday, April 12, 2023 7:58 AM  
**To:** Dave Reynolds; Paul Smith  
**Cc:** Lauren Prentice  
**Subject:** FW: Form submission from: Contact Us

FYI,

I will print it out for the commission.

*Mindy Andis, CMC  
 Deputy Town Clerk/Court Clerk  
 Town of New Castle  
 450 W. Main St.  
 PO Box 90  
 New Castle, CO 81647  
 Office (970)984-2311  
 Fax (970) 984-2716  
 www.newcastlecolorado.org*




---

**From:** Town of New Castle Colorado <newcastle-co@municodeweb.com>  
**Sent:** Tuesday, April 11, 2023 6:47 PM  
**To:** Mindy Andis <mandis@newcastlecolorado.org>  
**Subject:** Form submission from: Contact Us

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The following information was submitted via the Contact form on the Town of New Castle's website. Submitted on Tuesday, April 11, 2023 - 6:47pm Submitted by user: Visitor Submitted values are:

First Name Sally

Last Name Linden

Email [sallylinden@me.com](mailto:sallylinden@me.com)

Question/Comment

Regarding the town hall meeting April 12 re: Romero project.

I can't come cause I am injured and can't sit.

My biggest concern is allowing the height variance. From what I understand if they don't get the variance they will proceed with 3 stories but lower it to accepted allowance.

Please why not do that?! They said it wouldn't be good architecture well it's commercial and it's surrounded by those pink apartments and Shibui. What's the difference.

Please don't let them take the sky and mountains away. Other than that the project as long as they provide more snow removal and no one way 21ft. Streets which is a fire trap sounds like they want to make it doable.

The results of this submission may be viewed at: <https://www.newcastlecolorado.org/node/7/submission/12900>



Hi guys

So in our personal meeting we talked about being able to use Castle Valley BL. In a fire situation as four lanes but there are boulders and signs to prevent that.

Also you mentioned school bus well Romero development will add kids to that so they should dedicated a bus turnout or allow the bus to enter and park in their commercial property then neighboring kids can walk to it that way the road can be widened where the bus usually stops.

Their project is just too big and they need to cut it in half in order to satisfy parking, traffic, noise and most of all crime!

I lived in high density for 25 years with designated and shared parking in an affluent beach town and everyone let family and friends use the shared parking. Crime was huge and I never went out at night.

The noise of the trucks in the building process will be there for many years. sometimes now I just sit outside and listen to the quiet here.

I asked one of our local cops where the most crime is and he said Shibui which is high density and probably where that shooter we all heard probably lives.

We need to wait until CDOT makes all their changes so we aren't trapped.

I drove by the Eagle golf course and they have big beautiful homes spaced way apart we could have a beautiful community without density.

Honestly Romero idea of commercial won't work he can't even staff the restaurant. The Pilates studio just left and he will Put out of business our two coffee shops.

Thanks for listening!

Sally

Sally Linden

Sally Linden Photo Art

970-536-6151

Dear New Castle City Council Leaders and Planning Committee,  
In regards to the Romero Group's final application for residential and commercial development of Lakota Canyon Ranch at or near the intersection of Faas Ranch Road and Castle Valley Boulevard I would like to bring up some concerns I have as a resident/owner on Faas Ranch Road.

Based on the density of the development and inadequate parking currently proposed for those in apartments, I am concerned we will have cars lining Faas Ranch road without proper signage that makes it "no parking" from the development to the first house on Faas Ranch Rd. Consideration for signage saying "No outlet" should be on the table as commercial businesses are going to be in the new development as well.

One idea to have for Romero put into the plan a formal proper entrance for the homes of Lakota that are not involved in this development. I think this would help dissuade people from parking on both sides of the road and turning around on a street with no outlet. With the past snow this winter there was little room for more than one car to pass at a time on Faas Ranch Rd. With heavy snow piles on both sides of the street, I feel it is in the best interest of planning and zoning that we make these plans ahead of time so that Fire and EMS can adequately access our homes on Faas Ranch Rd.

Concerned Resident,

Dr. Karen Urnise

Town Reserved Residential Parking Recommendation



A-1, A-1, A-2, CR-5 = **77** residential units

= **77** parking spaces

120 remaining parking spaces for shared parking

Staff recommend a minimum of one parking space be reserved for each Phase 2 residential unit, in proximity to their building.

**Lauren Prentice**

---

**From:** Paul Smith  
**Sent:** Monday, May 1, 2023 3:26 PM  
**To:** Lauren Prentice  
**Subject:** FW: Romero Development

Thank you,  
*Paul Smith*  
Town Planner/Inspector  
[psmith@newcastlecolorado.org](mailto:psmith@newcastlecolorado.org)  
(970) 984-2311 #108



---

**From:** Bob Johnson <[bob.johnson@integratedmtn.com](mailto:bob.johnson@integratedmtn.com)>  
**Sent:** Tuesday, April 25, 2023 4:19 PM  
**To:** Paul Smith <[psmith@newcastlecolorado.org](mailto:psmith@newcastlecolorado.org)>; Dave Reynolds <[dreynolds@newcastlecolorado.org](mailto:dreynolds@newcastlecolorado.org)>  
**Cc:** Mark McDonald <[mmcdonald8866@gmail.com](mailto:mmcdonald8866@gmail.com)>; Lindsay Rosenfeld <[lindsay.rosenfeld@integratedmtn.com](mailto:lindsay.rosenfeld@integratedmtn.com)>  
**Subject:** Romero Development

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**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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Hi Paul and Dave, First, thank you for the council worksession and site visit to the proposed Romero development. I am writing on behalf of some concerned owners that have expressed opinions of the Romero development. While the development is part of the overall Lakota PUD it is recognized some portions are not going to be included within the Lakota Canyon Master Association. The concern was that the development not included hopefully will still represent the design features that would be reflected in the commercial arm and those residential outside the LCMA. Similar to the senior housing the spirit was to align with the Lakota design elements. There is hope that this will continue with the new development. Initial presentations have represented that there would be a consistent element. The hope is the town will encourage this design element as it reviews the forthcoming plans. Thank you for your consideration.

Thx  
Bob

**Bob Johnson**  
Founding Partner/Executive Vice President  
[bob.johnson@integratedmtn.com](mailto:bob.johnson@integratedmtn.com)  
970.230.9615  
[www.integratedmountainmanagement.com](http://www.integratedmountainmanagement.com)







Print Date: FEBRUARY 25, 2023  
 File Name: THE LONGVIEW AT LAKOTA CANYON RANCH  
 Horiz. Scale: 1" = 60'

Issue & Revisions				
Date:	Comments:	Drawn by:	Checked by:	



Sheet Name: Site Plan  
 Sheet Number: L.1.00

THE LONGVIEW AT LAKOTA CANYON RANCH  
 Client:  
 The Romero Group  
 350 Market Street  
 Suite 304  
 Basalt, CO 81621

These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed seal, they may be used only at owners sole risk.



---

BASALT | ASPEN

MAILING: 435 N 8<sup>TH</sup> STREET | CARBONDALE, CO 81623  
PHYSICAL: 350 MARKET STREET #307, BASALT, CO 81621  
PHYSICAL: 210 N MILL STREET #B, ASPEN, CO 81611  
PHONE: 970.355.5457 | WWW.CONNECTONEDESIGN.COM

5/12/2023

Paul Smith  
Town Planner/Inspector  
Town of New Castle  
psmith@newcastlecolorado.org  
(970) 984-2311 #108

Re: Public Comment Responses

Dear Mr. Smith;

Thank you for all the continued time spent on our application. We wanted to express our appreciation of the opportunity to hear from the community. There were two comments in particular that we wanted to address with some quick information. There was reference to the date of our traffic study. For the record, our traffic study was completed in March of 2022. Existing background traffic count data was taken in November 2021. There was mentioned by someone during public as being significantly older than that so we wanted to correct the record. Additionally, there was a comment referencing our parking study and the data used for this study. Page 2 of the Fox Tuttle parking study states, "One of leading industry parking resources was reviewed within the context of this project and discussed in this memorandum: Institute of Transportation Engineers' (ITE) Parking Generation, 5th Edition (2019)." Data for the ITE 2019 manual was gathered over several years prior to the publication date so the information provides "empirical data calculating average peak parking demand". If there are additional questions regarding the basis of data for our traffic and parking studies we are happy to address those in our next meeting.

Sincerely,

A handwritten signature in cursive script that reads "Heather Henry".

Heather Henry  
Connect One Design

1 **New Castle Planning and Zoning Commission Special Virtual Meeting**  
2 **Wednesday, April 12, 2023, 7:00 p.m.,**

3  
4 **Virtual Meetings are subject to internet and technical capabilities.**

5  
6 To join by computer, smart phone or tablet:  
7 <https://us02web.zoom.us/j/7096588400>

8  
9 If you prefer to telephone in:  
10 **Please call: 1-346-248-7799**  
11 **Meeting ID: 709 658 8400**

12  
13 **Call to Order**

14 Commission Chair Apostolik called the meeting to order at 7:00 p.m.

15  
16 **Roll Call**

17 Present Chair Apostolik  
18 Commissioner Bourquin  
19 Commissioner Martinez  
20 Commission Alternate Rittner  
21 Commissioner Sass  
22 Commissioner Westerlind

23  
24 Absent Commissioner Westerlind  
25 Commissioner McDonald (recused)

26  
27 Also present at the meeting were Town Administrator Dave Reynolds, Town  
28 Planner Paul Smith, Assistant Planner Lauren Prentice, Public Works Director John  
29 Wenzel, Town Engineer Jeff Simonson, Assistant Town Attorney Haley Carmer,  
30 Deputy Town Clerk Mindy Andis, Deputy Town Clerk Remi Bordelon and members  
31 of the public.

32 **Meeting Notice**

33 Deputy Town Clerk Mindy Andis verified that her office gave notice of the meeting  
34 in accordance with Resolution TC 2023-1.

35  
36 **Conflicts of Interest**

37 There were no conflicts of interest.

38  
39 **Citizen Comments on Items NOT on the Agenda**

40 There were no citizen comments.

41  
42 **Public Hearing**

43 Resolution PZ2023-01 A Resolution of the New Castle Planning and Zoning  
44 Commission Approving a Preliminary PUD Development Plan and Preliminary  
45 Subdivision Plat for Lakota Canyon Ranch PUD Filing 8 (Longview).



1 Town Planner Paul Smith had applicant Dwayne Romero, RG Lakota Holding, LLC,  
2 introduce his staff and the concept of the project.

3  
4 Mr. Romero introduced: Romero Business Partner CFO Shawn Gleason, Romero  
5 Planning Director Heather Henry and Katie Tabor, Engineer Chris Manera, Architect  
6 Scott McHale, Attorney Jody Edwards and Transportation Engineer Cassi Slade.  
7

8 Planner Smith reported on the story pole event using a balloon to represent the  
9 heights of the building on lot CR-5 that that took place on April 6, 2023. Pictures of  
10 the event are attached to these minutes (exhibit A).

11  
12 Planner Smith reviewed the staff report regarding the changes that were made  
13 between preliminary and final plan.  
14  
15

<b>Preliminary Plan</b>	<b>Final Plan</b>
• 185 residential units: 111 apartments, 20 townhomes, 25 flats, 29 single-family	• 185 residential units: <b>108 apartments, 21 townhomes, 28 flats, 28 single-family;</b>
• 11.8 units/acre	• <b>10.6 units/acre;</b>
• 40% gross area as open space	• No change;
• 51,407 square ft interior commercial space	• No change;
• Apartment Buildings 37ft maximum building height	• Apartment Buildings <b>35ft - height decrease 2ft;</b>
• Building CR-5 max height 44ft - 9ft increase	• No change;
• 450 off-street residential spaces incl. driveways	• No change;
• 163 commercial parking spaces (40% reduction)	• <b>171</b> commercial parking spaces (40% reduction);
• Shared Parking: 272 apartment; 163 commercial	• Shared Parking: 272 apartment; <b>171 commercial;</b>
• Drive G: open to two-way traffic	• No change;
• Drive A: open to two-way traffic	• Drive A: open to <b>one-way traffic;</b>
• Drive B (residential): open to two-way traffic	• Drive B (residential): open to <b>one-way traffic;</b>
• Drive B (commercial): open to two-way traffic	• No change;
• Drive C: public road	• Drive C: <b>private</b> road;
• 6 Townhomes on Drive C	• <b>3 Townhomes</b> on Drive C;
• Snow Storage: 0.85acres	• Snow Storage: <b>0.82acres</b>
• Mixed-use CR-3: commercial & res. on both floors	• No change;
• Faas Ranch Rd and Lakota Dr intersection	• <b>Enhanced visibility of pedestrian crosswalk</b>
• Pedestrian pathways on either side of Faas Ranch Rd. crosswalk	• <b>Additional lights and pathways/connectivity across crosswalk at Faas Ranch Rd.</b>
• Affordable housing: broad concept	• Affordable housing: <b>plan defined in Exhibit A, pg. i-8</b>

16  
17 Romero Planning Director Heather Henry explained the enhanced visibility of  
18 pedestrian crosswalk at Faas Ranch Road and Lakota Drive. Included in the  
19 crosswalk are bump outs which narrow the crosswalk distance. There would also  
20 be sidewalks in all intersections and crosswalks in all four directions. With  
21 sidewalks and crosswalks in the intersection of Faas Ranch Road and Lakota Drive  
22 was one way to direct the flow of foot traffic. There would also be low vegetation  
23 which would make it easier to see the pedestrians and the pedestrians to see



1 vehicle traffic.  
2  
3 Commissioner Bourquin asked if the one-way street doesn't work, could it be  
4 changed in the future to a two-way street with no on street parking.  
5  
6 Planner Smith said yes.  
7  
8 Planner Smith reviewed the resolution and the conditions and explained what some  
9 of the requests from the applicant are.  
10  
11 Planner Smith reviewed "Zoning" item 5.a.i *The maximum height of Building CR-  
12 5 shall be 44 feet consistent with the building elevations materials presented  
13 in the Application. The A-1 Building types shown on the most recent site plan  
14 shall be designed and constructed as partially sunken structures with a  
15 maximum height of 35 feet per building. The maximum height of all other  
16 structures within Filing 8 shall be 35 feet as provided in Section 17.128.010.*  
17  
18 The height of 44 feet would only be for building CR-5.  
19  
20 Planner Smith said there were questions about the heights of surrounding  
21 buildings. Shibui Apartments height is 38 feet for those buildings. The firehouse  
22 (tower) is about 36 feet. The Lakota Senior House (middle building) is 43 feet.  
23  
24 Commissioner Parks asked what the reasoning for the height request was because  
25 architectural trying to match the roof tops in Lakota Canyon Ranch instead of a  
26 flatter roof.  
27  
28 Ms. Henry said yes because of the continuity in Lakota Canyon Ranch. No matter  
29 what the buildings in Longview will focus on the continuity. The roof pitches in  
30 Lakota Canyon Ranch are 8 and 12 minimum of 6 foot. Looking at the roof pitches  
31 of Shibui Apartments or the Castle Ridge townhomes which have very low pitches.  
32 Lakota Canyon Ranch didn't anticipate 3 story buildings which are allowed in the  
33 Mixed-Use Zone. By having the roof pitches and the livability which would come  
34 with the higher building height. To get to the three story and the continuity with  
35 the architecture and the pitches on the other buildings, but the other buildings are  
36 not three story.  
37  
38 Commissioner Martinez asked the building which faces Castle Valley Boulevard is  
39 not 44 feet.  
40  
41 Ms. Henry said that was correct. The 44 feet is behind the entire building which  
42 faces Castle Valley Boulevard. The part of the building along Castle Valley  
43 Boulevard drops down to a two-story building.  
44

1 Commissioner Martinez asked if the two-story part of CR-5 is two-story of  
2 commercial and no residential.  
3  
4 Ms. Henry said correct. The residential will be on the third floor.  
5  
6 Commissioner Riddile asked if the empty space or white space is meant for the  
7 branding of the businesses in the building.  
8  
9 Ms. Henry said yes. The business logo.  
10  
11 Planner Smith asked what the roof pitch is for building CR-5.  
12  
13 Architect Scott McHale said it's 5 or 6 foot.  
14  
15 Planner Smith said he believes Lakota Canyon Ranch design is a little steeper  
16 around 7 or 8 foot.  
17  
18 Planner Smith reviewed resolution item 5.a.ii. *The five apartment buildings (Building*  
19 *types A-1 and A-2 as described and depicted in the Application) shall be allowed to*  
20 *exceed the maximum number of units per building (10 per Section 17.128.070(I))*  
21 *as follows:*  
22           a. *A-1 buildings: up to 24 units per building; and*  
23           b. *A-2 buildings: up to 20 units per building.*  
24  
25 Planner Smith said Building A-1 is along the golf course. Buildings A-2 are along  
26 Blackhawk Drive and 1 building closest to Shibui Apartments. The buildings exceed  
27 the maximum number of units. Per New Castle Municipal Code allows for maximum  
28 of 10 units per building. The request for exceeding the number of units has not  
29 changed since preliminary. Building A-2 has tuck under covered parking.  
30  
31 Planner Smith reviewed resolution item 5.a.iii. *The total number of commercial*  
32 *parking spaces required for Filing 8 shall be reduced by 40% from what is*  
33 *otherwise required under the Lakota Canyon Ranch PUD standards, subject to the*  
34 *implementation of a shared parking arrangement among the commercial, mixed-*  
35 *use, and multi-family uses within Filing 8.*  
36  
37 Planner Smith said the single family and the townhomes will not have shared  
38 parking and will have the required amount of parking. The shared parking concept  
39 only applies to the commercial, the flats and the apartments.  
40  
41 Planner Smith reviewed resolution item 5.a.iv. *A "floating zone" is established for*  
42 *the Phase 3 area shown on the PUD Plan allowing for up to an additional 10,000*  
43 *square feet of commercial floor area within the "floating zone". The addition of*  
44 *commercial space may be approved as an administrative amendment to the PUD.*  
45 *The 40% "shared parking" reductions shall apply to any additional commercial*  
46 *floor area and no additional parking spaces will be required if the additional*

1 *commercial space is utilized; provided, however, that the floating zone will be*  
2 *subject to the annual shared parking audit, including the satisfaction of any*  
3 *mitigation measures required as part of the audit process. The overall cap on*  
4 *commercial square footage within the Lakota Canyon Ranch will continue to apply,*  
5 *and the additional commercial square footage provided for in the floating zone is*  
6 *subject to said cap.*  
7

8 Planner Smith said there was discussion at the preliminary regarding the "floating  
9 zone" for building CR-3 which would be some kind of adaptive use. This would be  
10 based on the market and the demand. The "floating zone" would be open for a  
11 later discussion. The condition in the resolution is written as a townhome use only.  
12 Then, with applicants' discretion could change it to commercial if the market is  
13 there for the commercial.

14  
15 Planner Smith said the commission would need to decide if having a "floating zone"  
16 be more adaptive and come back later or prefer to make a decision now.

17  
18 Commissioner Bourquin asked if the "floating zone" would be levels 2 and 3 and  
19 the first floor as ground floor as retail.

20  
21 Ms. Henry said as the resolution is written it could be any part of phase 3. The  
22 "floating zone" would not just be building CR-3 but any building in phase 3.

23  
24 Planner Smith said the master plan for Lakota Canyon Ranch "there shall be no  
25 ground floor residential units on the same side of the building as ground floor  
26 commercial space in the Mixed-Use zone."  
27

28 Planner Smith said building CR-3 ground floor is on the same level as the  
29 commercial building.

30  
31 Commissioner Riddle asked the applicant says it would not apply CR-3 commercial  
32 space because it opens up to Lakota Drive.

33  
34 Planner Smith said yes, believes so. Building CR-3 could have ground floor  
35 residential because it opens up to Lakota Drive.

36  
37 Commissioner Parks said likes the idea to make the decision in the future as the  
38 market would dictate because wouldn't want commercial space to sit empty. Would  
39 the decision come back to the commission to review and to decide.

40  
41 Town Attorney Haley Carmer said the way it is written to keep the flexibility there  
42 and would be done administratively. Therefore, it would not come back to the  
43 commission or to council as long as it is generally consistent with the PUD. It  
44 would be converting the space within the building from residential to commercial,  
45 which staff could approve.  
46

1 Planner Smith reviewed resolution item 6.a. "Vested Rights" *The vested rights period*  
2 *for Filing 8 will be ten (10) years from the effective date of the ordinance approving*  
3 *the Final Plan.*

4  
5 Commissioner Riddile asked to explain why the "Vested Rights" is getting specific  
6 and what is the concern.

7  
8 Attorney Jody Edwards explained the vested rights do is it protects an approved  
9 development from changes in the code. For an example if there was a code change  
10 to change the height not more than 25 feet, then the developer wants a period of  
11 time to develop the project and be subject to the code change. Gives the developer  
12 some level of assurance since he will be put in infrastructure and create some public  
13 benefits. The developer needs a period of time to know to be able to complete the  
14 project.

15  
16 Planner Smith reviewed resolution "Conditions" 7.a. *Applicant shall implement*  
17 *reserved or assigned parking for the shared parking areas of Filing 8 as follows:*

- 18 i. *All A-1 type apartment units shall have one assigned parking space in*  
19 *the parking area closest to the units;*
- 20 ii. *The east furthestmost A-2 apartment units shall have one assigned*  
21 *parking space in the parking area closest to the units; and*
- 22 iii. *All "tuck-in" parking beneath A-2 type apartments and CR-1 mixed-use*  
23 *building shall be reserved for tenants of those respective buildings.*

24  
25 Planner Smith said before the projects starts the applicant will need to measure the  
26 parking situation on the peripheral streets such as Blackhawk Drive, Faas Ranch  
27 Road, Whitehorse Drive and do a benchmark study on how many of those on street  
28 parking spaces are being utilized. Then, as the project is phased in the applicant will  
29 need to come back with a reassessment on all of the parking in the development.  
30 Which would show the potential overflow parking on the side streets. The second  
31 part deals with the onsite parking.

32  
33 The onsite parking would measure at a couple of the peak times. Conditions 7.b.  
34 *The shared parking arrangement in Phases 2 and 3 of Filing 8 shall be subject to the*  
35 *following parking audit process: On the first anniversary of initial implementation of*  
36 *shared parking in Phase 2 and Phase 3 of Filing 8 and annually thereafter for four*  
37 *additional years, Town Council shall review and take comment regarding the shared*  
38 *parking arrangement for Phase 2 and/or Phase 3, as applicable, to determine*  
39 *whether the arrangement adequately meets the needs of the owners and residents*  
40 *affected. The Fox Tuttle Parking Strategies Memorandum dated January 24, 2023*  
41 *(the "Parking Memorandum") included in the Application establishes the process for*  
42 *evaluating the shared parking arrangement and sets the performance measures for*  
43 *the arrangement. If a "significant impact" is identified as provided in the Parking*  
44 *Memorandum, Town Council, in its discretion, may require Applicant to implement*  
45 *one or more of the Parking Demand Management Strategies listed in the Parking*  
46 *Memorandum or pay a parking mitigation fee if one has adopted for application on*



1 *a Town-wide basis.*

2  
3 Planner Smith said there are two conditions that would need to be met before  
4 mitigation is required. The first one: complete another parking study within all of  
5 the current development (phase 2). If the study exceeds 90 percent and if the  
6 parking on the peripheral streets and exceeds a certain parameter. If, both of the  
7 conditions are met (exceeding onsite parking by 90 percent and certain benchmarks  
8 are exceeded on the peripheral), then the town would go into some type of  
9 mitigation.

10  
11 Planner Smith said staff has reviewed the shared parking and did a count of the  
12 parking and how it would function and there were concerns. The concerns were with  
13 the A-1 & A-2 type apartment buildings because of the number of units in each of  
14 the buildings. There is likely won't be enough parking for each of the units. There is  
15 limited parking spaces in the parking lots south and west of building A-2. There  
16 would be some tuck in parking strictly for building A-2. Staff's recommendation is  
17 the east furthestmost A-2 apartment units shall have one assigned parking space in  
18 the parking area closest to the units. All A-1 type apartment units shall have one  
19 assigned parking space in the parking area closest to the units.

20  
21 Ms. Henry said the shared parking strategy and the management plan would like to  
22 leave it as first presented because the whole point is you are able to pool the spaces.  
23 For example, someone may park in the apartment parking because they are going  
24 into a commercial space. However, the commercial space will have specific hours of  
25 operation and after hours that apartment parking will become available again for the  
26 apartment units. Parking management plan (exhibit B).

27  
28 Commissioner Riddile asked what the reduced residential parking in the daytime  
29 was.

30  
31 Traffic Engineer Cassi Slade said overall would be 39 percent on the commercial  
32 and multifamily. The townhomes would not be reduced at all.

33  
34 Commissioner Riddile asked there are a certain number of dedicated commercial  
35 parking spaces and the 40 percent is being taken out of the residential, what is the  
36 percentage of the residential parking requirement.

37  
38 Ms. Slade said she looked at the national data of what would be the demand if  
39 nothing was shared. She also looked at if there was shared parking with  
40 commercial and what that demand would look like. Both numbers are significantly  
41 under what would be provided for the project. From the town code there is a 39  
42 percent reduction in the commercial and multifamily parking spaces.

43  
44 Commissioner Bourquin said after doing a quick calculation based on building A-1,  
45 A-1 and A-2 and assuming everyone has 2 cars that would be 136 units that would  
46 need to park on the parcel which would be designated all the way to Shibui

1 Apartments there is a total of 114 parking spaces which would be a shortage of  
2 30ish parking spaces.  
3  
4 Commissioner Sass asked how many of the tuck under parking spaces are there.  
5  
6 Ms. Henry said there will be 12 tuck under parking spaces for a 20 unit building.  
7  
8 Attorney Carmer said each phase is looked at separately and will have separate  
9 parking audits done and looked at as a whole.  
10  
11 Commissioner Riddile said would be fine with resolution condition 7.a.ii. being  
12 eliminated from the resolution since there will be 12 tuck under parking spaces.  
13  
14 Ms. Slade said having a parking management plan is a benefit because there will  
15 be tracking done and seeing people sharing parking spaces and having to walk  
16 from building CR-3 to building A-1. As each phase comes in the parking can be  
17 adjusted as needed and work with the town if there are any issues that have  
18 arisen.  
19  
20 Commissioner Bourquin asked what some of the adjustments might be if the  
21 shared parking doesn't work.  
22  
23 Ms. Slade said the applicant agreed to check in 1 year after phase 2 will do  
24 analysis because before phase 3 and 4 the parking can be adjusted before any  
25 concrete is poured and any buildings are built. In case the developer is not  
26 meeting what has been agreed to and the performance measures are met, there  
27 are different shared views such as enforcement or designation of parking spaces  
28 and partnerships with underutilized parking lots.  
29  
30 Planner Smith continued to review the resolution conditions.  
31  
32 Planner Smith asked about the landscaping in the development.  
33  
34 Ms. Henry said the town has code regarding landscaping against turf. Zero Scaping  
35 would be first most important, right sizing. Meaning any space that would be  
36 utilized for pocket park spaces which might have small lawns associated with the  
37 park. Then, the majority of the right-of-way, space adjacent to the trails and single  
38 family will have restrictions on native grass, shrubs that are native and adaptive in  
39 low water use. The tree cover would be more of a natural approach with mixture of  
40 trees but recognizing low to medium water use. As the irrigation is put in, the  
41 system would be line with the landscaping as a drip system irrigation.  
42  
43 Planner Smith asked in the resolution condition g. *All outside parking areas facing*  
44 *a residential-only use shall have a landscape buffer to obscure vehicles from view*  
45 *per Code Section 17.128.070.* What the buffer would be and where.  
46

1 Connect One Design Katie Tabor said along Faas Ranch Road (CR-1 & CR-2). There  
2 would be a 2-3 foot berm consisting of dense shrub trees and shrub planting. The  
3 next area would be the large park in front of the apartment buildings would a 4  
4 foot wall which would screen the lower level of headlights. The driveways along  
5 Castle Valley Boulevard have screening of parking and structures.  
6

7 Planner Smith said at preliminary there was discussion about a traffic light or  
8 roundabout. The traffic study concluded the intersection at Faas Ranch Road and  
9 Castle Valley Boulevard would need to have traffic signaling at some point possible  
10 phase 3. The applicant was asked about the possibility of a roundabout. The  
11 applicant did look at the roundabout option but felt the grade and topography and  
12 line up with Faas Ranch Road is not conclusive. Therefore, the conclusion was to  
13 do a traffic signal. The roundabout at the intersection would need to be reduce the  
14 grade before and after the roundabout. The question is the roundabout would  
15 encroach Romero property to the north and to the south (exhibit C). There was  
16 concern that the buildings would not be affected. There was also a question about  
17 the fire department to make sure the entry would work. The fire department would  
18 prefer a roundabout vs. a traffic signal.  
19

20 Town Engineer Jeff Simonson said he first looked at a single lane roundabout and  
21 the focus was the grade and how much construction would be needed. To have the  
22 roundabout match the existing grade at the intersection of both Castle Valley  
23 Boulevard and Faas Ranch Road. To soften the slopes through the roundabout (ie.,  
24 2% grade), an 18" uphill cut and an 18" downhill fill on Castle Valley Boulevard is  
25 necessary. From the uphill and downhill edges of the roundabout, there will be the  
26 need to reconstruct 200 lf +/- of the boulevard to transition back to existing grade.  
27 This would allow the roadway to get back to the existing 4.3% slope. Faas Ranch  
28 Road has approximately 133 feet of transition length.  
29

30 The importance of the study is to determine how much room (if any) is necessary  
31 to secure additional future right of way from the adjacent properties to construct a  
32 roundabout. You will see on the exhibit, that approximately no more than 14 feet  
33 of additional encroachment would be necessary at the northwest corner of the  
34 Castle Valley Boulevard and Faas Ranch Road intersection and an additional  
35 encroachment of 37 feet would be necessary at the southeast corner of the  
36 intersection. There would need to be some utility work done such as the water  
37 main going up Castle Valley Boulevard as well as the water main going up Faas  
38 Ranch Road and relocation of the fire hydrant.  
39

40 Planner Smith said there has been discussion about widening the boulevard to 4  
41 lanes. How would widening the road affect the roundabout.  
42

43 Engineer Simonson said would need at least another 15 feet of encroachment into  
44 the northwest corner. There would be more construction up Faas Ranch Road to  
45 connect with Castle Valley Boulevard correctly.  
46

1 Ms. Henry said they would need to redesign the entrance into buildings CR-3 and  
2 CR-4.

3  
4 Engineer Simonson said the single lane roundabout would affect the entrance into  
5 building CR-4. The entrance would need to be right in, right out only. The grading  
6 would need to be adjusted in order to get into the parking lot because the grading  
7 on Faas Ranch Road would be adjusted therefore the entrance would need to be  
8 adjust as well.

9  
10 Commissioner Bourquin asked what the current traffic is on Castle Valley  
11 Boulevard and what would trigger a 2 lane road.

12  
13 Ms. Slade said in the future if the predictions of traffic have grown on Castle Valley  
14 Boulevard two lanes would not need to be widened until 2040 or beyond. Current  
15 traffic flow on Castle Valley Boulevard just south of Faas Ranch Road is 6,100  
16 vehicles per day and north of Faas Ranch Road is 5,150 vehicles per day. In 2030  
17 would add about 1,000 additional vehicles per day on Castle Valley Boulevard with  
18 other developments. With the build out of Lakota Canyon Ranch would be just  
19 under 9,000 vehicles per day. The other trigger would be if Fass Ranch Road gets  
20 extended out which could be over 10,000 vehicles per day beyond 2040.

21  
22 Ms. Henry said their average between am peak and pm peak is 25 percent.

23  
24 Fire Marshall Orin Moon said when looking at the roundabout as a 2 lane would not  
25 be a problem. Right now, the fire apparatus enters and exits the fire state on the  
26 south side because it's all concrete and can handle the wight of the apparatus.  
27 With the road moving up there would need to be a new entrance into the fire  
28 house which would need to be similar to what is currently there. There is a culvert  
29 that would need to be moved or changed. The trade out of moving the entrance  
30 and having a roundabout is better than a traffic signal.

31  
32 Commissioner Riddile said idea is not that we need the roundabout but to preserve  
33 the option.

34  
35 Attorney Carmer said the traffic study suggests a need for mitigation at the  
36 intersection of Castle Valley Boulevard and Faas Ranch Road. Talking about how the  
37 applicant contributes to the traffic at the intersection at full build out of filing 8 is 25  
38 percent. She explained resolution conditions i. and j. *(i) Applicant shall install a  
39 traffic light at the intersection of Faas Ranch Road and Castle Valley Boulevard and  
40 dedicate the traffic light and any necessary easements to the Town. The light will be  
41 installed as part of the development of Phase 2 of Filing 8. (j) The Applicant shall  
42 consult with Town Staff regarding the feasibility of a future traffic circle at Faas  
43 Ranch Rd. and Castle Valley Blvd. per the recommendations of the Town Engineer  
44 and include an access, utility, and drainage easement for the roundabout on the  
45 Phase 1 and/or Phase 2 plat in the location and with the dimensions approved by  
46 the Town Engineer. Non-permanent encroachments into the easement area will be*



1 *permitted subject to a revocable license approved by Town Council.*

2  
3 Attorney Jody Edwards said would be happy to pay 25 percent of the traffic signal.  
4 The applicant understand the community wants a roundabout at the intersection of  
5 Castle Valley Boulevard and Faas Ranch Road, but the impacts on the development  
6 that there are significant material impacts that would occur to buildings CR-4 and  
7 CR-3. With 15 or 20 feet elevation change would be harder to get up and down the  
8 sidewalks. Then, you don't want the commercial buildings to be 10, 15, 20 feet  
9 way from the traffic. The applicant believes giving the land to the town would be  
10 the contribution as long as that is as far as it goes.

11  
12 Mr. Edwards handed out a proposed change to the resolution regarding the traffic  
13 signal and the roundabout (Exhibit D).

14  
15 Commissioner Parks asked at what point of phase 2 would the traffic signal be  
16 installed because the construction traffic could impact the intersection.

17  
18 Attorney Carmer said resolution conditions i and j are not being recommended by  
19 staff but would be eliminated and replaced with the proposed language for Mr.  
20 Edwards. Staff recommend the roundabout and would not be installing the traffic  
21 signal.

22  
23 Planner Smith asked at what point would the roundabout be put in.

24  
25 Ms. Henry said in terms of the new proposed language, the dedication with the  
26 recording of the plat. All of phase 2 and most of the commercial building would  
27 need to be built before the roundabout would be required.

28  
29 Commissioner Riddile said there should not be a traffic signal or roundabout be put  
30 in until needed.

31  
32 Attorney Carmer said the dedication of the land would be free land not an  
33 easement. With the land dedication for the roundabout would be the end of the  
34 developer's obligation at the intersection of Castle Valley Boulevard and Faas  
35 Ranch Road. If the town wanted to put in a traffic signal in the interim that would  
36 be at the towns expense.

37  
38 Planner Smith explained the affordable housing program, Longview at Lakota  
39 Canyon Ranch. (exhibit E).

40  
41 Mr. Romero said the affordable housing portion of the application is geared for the  
42 offering and off set to the variations of the application requesting the height,  
43 density within buildings and parking. Clearly the applicant is doing it to the point of  
44 trying to provide a community asset that otherwise would not exist in the land use  
45 code. Have a program which is designed for public entities, public service  
46 employment. The rent reduction is 25 percent down from the average market rent.

1 The 20 residences will be in the form of condos and apartments will be front end  
2 loaded in phase 2 and phase 3, and in phase 4 is a final batch of 8 units. There  
3 would be 6 deeded properties to Habitat for Humanity, and they would hold the  
4 deed for those properties. The other 20 units would be in the rent reduction  
5 program. The Town of New Castle has what is called a "wild card". Meaning if the  
6 town doesn't fulfill their 5 units but would like to designate 1 of the 5 units to  
7 another public entity that servicing the town's benefit for an example the library  
8 district the town could then let the library employee be in the unit. The other  
9 benefit to the town is if the town has less than 2 units of the 5 occupied, then the  
10 town could go to the applicant and ask for another 5 percent reduction.

11  
12 Ms. Henry said this affordable house program is unique because of the  
13 qualifications. There are not income qualifications, the qualifications are up to the  
14 entities to determine what the qualifications would be.

15  
16 Attorney Carmer asked if the Habitat for Humanity properties be part of a sub  
17 association or be incorporated in Lakota Canyon Ranch Master Association.

18  
19 Mr. Romero said those properties would be single family homes therefore would be  
20 part of the master association.

21  
22 Chair Apostolik opened the public hearing at 9:08pm

23  
24  
25 Chair Apostolik closed the public hearing at 9:20pm

26  
27 **MOTION: Chair Apostolik made a motion to approve Resolution PZ 2023-**  
28 **01, A Resolution of the New Castle Planning and Zoning Commission**  
29 **Recommending Conditional Approval of a Final PUD Development Plan for**  
30 **Lakota Canyon Ranch PUD Filing 8 (Longview) and Final Subdivision Plat**  
31 **of Filing 8, Phase 1 with the two additional conditions. Commissioner Sass**  
32 **seconded the motion, and it passed on a roll call vote: Commissioner**  
33 **Parks: Yes; Commissioner Riddile: Yes; Commissioner Rittner: Yes;**  
34 **Commissioner Martinez: Yes; Commissioner Sass: Yes; Chair Apotolik: Yes;**  
35 **Commissioner Bourquin: Yes.**

### 36 37 **Staff Reports**

38 There were no staff reports.

### 39 40 **Commission Comments and Reports**

41 There were no commission comments or reports.

### 42 43 **Review Minutes from Previous Meeting**

44 **MOTION: Commissioner Riddile made a motion to approve the August 24,**  
45 **2022, meeting minutes as submitted. Commissioner Sass seconded the**  
46 **motion and it passed unanimously.**

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**MOTION: Chair Apostolik made a motion to approve the September 14, 2022, meeting minutes as submitted. Commissioner Riddile seconded the motion and it passed unanimously.**

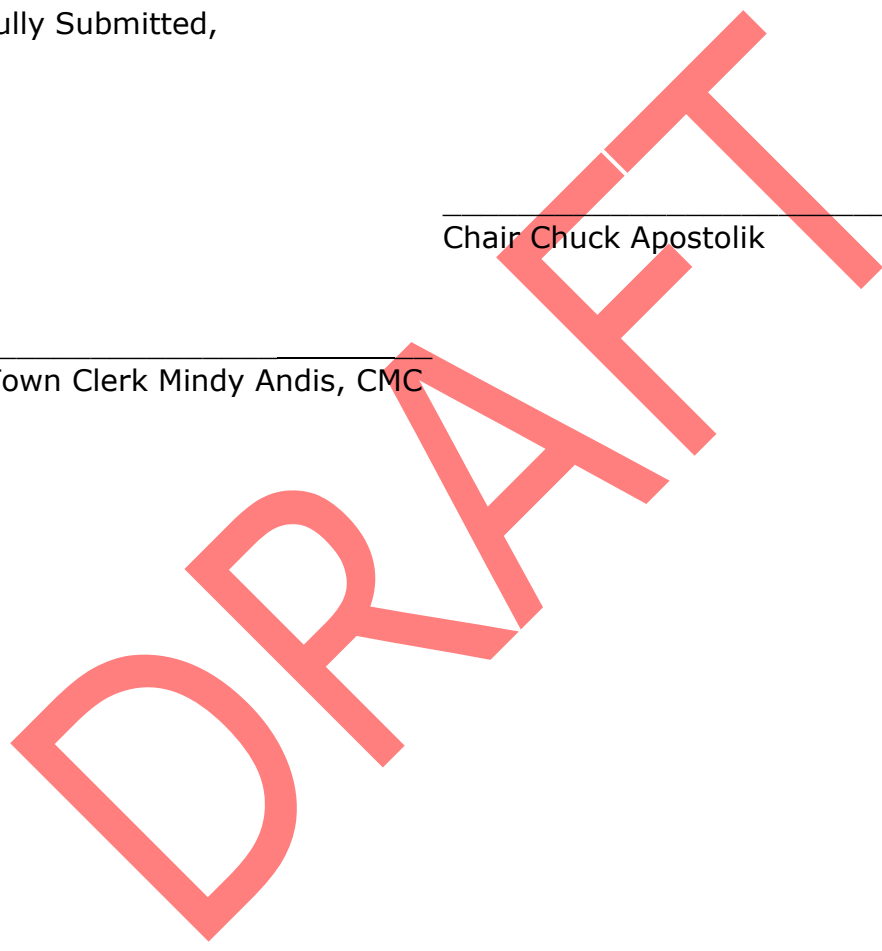
**MOTION: Chair Apostolik made a motion to adjourn the meeting. Commissioner Riddile seconded the motion and it passed unanimously.**

The meeting adjourned at 10:02 p.m.

Respectfully Submitted,

\_\_\_\_\_  
Chair Chuck Apostolik

\_\_\_\_\_  
Deputy Town Clerk Mindy Andis, CMC



\* \* \* \* \*

**TOWN OF NEW CASTLE, COLORADO  
RESOLUTION NO. PZ 2023-1**

**A RESOLUTION OF THE NEW CASTLE PLANNING AND ZONING  
COMMISSION RECOMMENDING CONDITIONAL APPROVAL OF A FINAL  
PUD DEVELOPMENT PLAN FOR LAKOTA CANYON RANCH PUD FILING 8  
(LONGVIEW) AND FINAL SUBDIVISION PLAT OF FILING 8, PHASE 1**

WHEREAS, RG Lakota Holdings, LLC and RG Lakota II, LLC (collectively, “Owner”) are the owners of certain real property within the Town of New Castle, Colorado (the “Town”) described in the attached Exhibit A, which property is located within the Lakota Canyon Ranch PUD (the “Property,” or “Filing 8” or “Longview”); and

WHEREAS, the Property is zoned Mixed Use (MU) within the Lakota Canyon Ranch PUD; and

WHEREAS, on September 14, 2022, the Planning & Zoning Commission approved a Preliminary PUD Development Plan (“Preliminary Plan”) and a Preliminary Plat (“Preliminary Plat”) for Filing 8; and

WHEREAS, on February 3, 2023, Dwayne Romero, on behalf of Owner (“Applicant”) submitted an application requesting approval of a Final PUD Development Plan (“Final Plan”) for Filing 8 and a Final Plat for Phase 1 of Filing 8 (the “Phase 1 Plat”) (collectively, the “Application” as further defined below);

WHEREAS, the Application proposes the construction of 185 residential units (108 rental apartments, 21 townhomes, 28 single-family homes, and 28 Mixed-Use Flats), and 51,407 square feet of commercial space on a total of 17.51 acres; and

WHEREAS, the Applicant intends to develop the Property and the public improvements associated with the same in up to ten phases; and

WHEREAS, the Town of New Castle Planning & Zoning Commission (“Commission”) held a duly noticed public hearing on April 12, 2023, to consider the Application; and

WHEREAS, the Commission has considered the Application materials, testimony, and other evidence from Staff, the Applicant, and members of the public concerning the Application; and

WHEREAS, based on the Application, testimony, and other information presented, subject to compliance with the terms and conditions of this Resolution, the Commission finds that the Application complies with the following review criteria set forth in Sections 16.16.020(G) and 17.100.050(H) of the Code:



1. Consistency with the comprehensive plan;
2. Compliance with zoning and density requirements;
3. Compatibility to neighboring land uses;
4. Availability of town services from public works (including water and sewer services), fire, and police;
5. Adequacy of off-street parking and vehicle, bicycle, and pedestrian circulation;
6. Required open space or parks designed for active or passive use by residents of the subdivision and the public; and
7. Development consistent with the natural character, contours, and viewsheds of the land

WHEREAS, the Commission now desires to recommend that Town Council approve the Application as provided in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF NEW CASTLE, COLORADO:

1. Recitals. The foregoing recitals are incorporated by reference as findings and determinations of the Planning and Zoning Commission.
2. Definition of the Application. The “Application” consists of the documents and information identified on Exhibit B, plus all representations of and other documents presented by the Applicant reflected in the recordings and minutes of the Planning and Zoning Commission public hearing held on April 12, 2023.
3. Recommendation regarding Final Plan: The Final Plan proposes:
  - a. The development of 185 residential units (108 rental apartments, 21 townhomes, 28 single-family homes, and 28 Mixed-Use Flats), and 51,407 square feet of commercial space as depicted on the final Lakota Canyon Ranch PUD Filing 8, Longview Master Plat/Plat submitted on April 5, 2023, and the site plan dated February 25, 2023, and as otherwise described in the Application;
  - b. Multi-family, mixed-use, and single-family use areas in the locations and with the acreage depicted on the Acreage Use Diagram dated January 13, 2023;
  - c. Use and other zoning standards as described and depicted on the Zoning Diagram dated January 13, 2023;
  - d. The subdivision of the Property into 39 lots as shown on the PUD Plan by platting the phases shown on the PUD Plan in up to 10 phases; and
  - e. Phase plats and amended final plats for the multi-family buildings will be submitted for approval at the staff level, provided that the phase plats,

amended final plats, and multi-family buildings are in substantial conformance with the approved Application.

The Commission hereby recommends approval of the Final Plan, subject to compliance with all conditions set forth in Section 7 of this Resolution.

4. Subdivision. Applicant has submitted the Final Plat for Phase 1 of Filing 8, which proposes to subdivide Phase 1 into three single-family lots and three future development parcels. The Final Plat takes into account adjustments made between Parcels A1-1 and Parcel A2, which will be accomplished through a boundary line adjustment plat that will be recorded prior to the Final Plat. The Commission recommends approval of the Final Plat, subject to compliance with the applicable conditions set forth in Section 7 of this Resolution.

5. Zoning. If Town Council approves the Final Plan, the Commission recommends that the development and use of the Property be subject to the following restrictions and requirements:

- a. The restrictions and requirements of the MU Zone District of the Lakota Canyon Ranch PUD Zoning Regulations, Section 17.128.070 of the Code, as may be amended or recodified from time to time, subject to the following variations:
  - i. The maximum height of Building CR-5 shall be 44 feet consistent with the building elevations materials presented in the Application. The A-1 Building types shown on the most recent site plan shall be designed and constructed as partially sunken structures with a maximum height of 35 feet per building. The maximum height of all other structures within Filing 8 shall be 35 feet as provided in Section 17.128.010.
  - ii. The five apartment buildings (Building types A-1 and A-2 as described and depicted in the Application) shall be allowed to exceed the maximum number of units per building (10 per Section 17.128.070(I)) as follows:
    - a. A-1 buildings: up to 24 units per building; and
    - b. A-2 buildings: up to 20 units per building.
  - iii. The total number of commercial parking spaces required for Filing 8 shall be reduced by 40% from what is otherwise required under the Lakota Canyon Ranch PUD standards, subject to the implementation of a shared parking arrangement among the commercial, mixed-use, and multi-family uses within Filing 8. The 40% reduction will apply to Phases 2 and 3 as shown on the PUD Plan, regardless of whether those phases are platted and developed in multiple sub-phases.

- iv. A “floating zone” is established for the Phase 3 area shown on the PUD Plan—which phase may be platted and developed in multiple sub-phases—allowing for up to an additional 10,000 square feet of commercial floor area within the buildings in the “floating zone.” The additional commercial space may be approved as an administrative amendment to the PUD. The 40% “shared parking” reductions shall apply to any additional commercial floor area and no additional parking spaces will be required if the additional commercial space is utilized; provided, however, that the floating zone will be subject to the annual shared parking audit, including the satisfaction of any mitigation measures required as part of the audit process. The overall cap on commercial square footage within the Lakota Canyon Ranch will continue to apply, and the additional commercial square footage provided for in the floating zone is subject to said cap.
  - v. Any modifications approved by the Town and shown on any final phase plat for the Property. In the event of any conflict between the Zone District text and the final plats for the Property, the final plat shall control.
- b. All other applicable provisions of the Code; and
  - c. All applicable Ordinances of the Town.
6. Vested Rights. The Commission recommends that the following vested rights for Filing 8 be approved for Filing 8, provided that the requirements of Section 16.36 of the Town Code have been satisfied:
- a. The vested rights period for Filing 8 will be ten (10) years from the effective date of the ordinance approving the Final Plan.
  - b. All phase plats for Filing 8 shall be recorded within ten (10) years of the effective date of the ordinance approving the Final Plan.
  - c. Vested rights for each individual phase of Filing 8 shall be valid for three (3) years from the recording of the final plat for that phase, subject to the maximum vested rights period of 10 years.
  - d. The recordation of a phase plat will not extend the maximum vested rights period beyond 10 years.
  - e. The following are exceptions to the vested rights for Filing 8:
    - i. Development of Filing 8 will be subject to any wildland urban interface regulations in effect at the time of building permit, regardless of the approved Final Plan.

- ii. Owners in Filing 8 will be required to comply with the sign code in effect at the time of application for a sign permit. There is no grandfathering of or vested rights for signage within Filing 8.

7. Conditions. Approval of the Application is subject to and contingent up on satisfaction of the following conditions:

- a. All “tuck-in” parking beneath A-2 type apartments and CR-1 mixed-use building shall be reserved for residential tenants of those respective buildings.
- b. The shared parking arrangement in Phases 2 and 3 of Filing 8 shall be subject to the following parking audit process:

On the first anniversary of initial implementation of shared parking in Phase 2 and Phase 3 of Filing 8 and annually thereafter for four additional years, Town Council shall review and take comment regarding the shared parking arrangement for Phase 2 and/or Phase 3, as applicable, to determine whether the arrangement adequately meets the needs of the owners and residents affected. The Fox Tuttle Parking Strategies Memorandum dated January 24, 2023 (the “Parking Memorandum”) included in the Application establishes the process for evaluating the shared parking arrangement and sets the performance measures for the arrangement. If a “significant impact” is identified as provided in the Parking Memorandum, Town Council, in its discretion, may require Applicant to implement one or more of the Parking Demand Management Strategies listed in the Parking Memorandum. Prior to review by Town Council, Applicant shall add payment of a parking mitigation fee to the Parking Memorandum as a last-resort remedy if the shared parking arrangement fails.

- c. Each Filing 8 plat shall indicate whether the property included in the plat is subject to the covenants for the Lakota Canyon Ranch Master Association, a Lakota Canyon Ranch sub-association, and/or an association independent of the Lakota Canyon Ranch community. Covenants addressing shared parking, including management and enforcement requirements, hours of use, penalties for violation, maintenance responsibilities, and the reserved parking arrangements identified above shall be recorded with the applicable final plat(s). Copies of any new covenants shall be submitted to and approved by the Town Attorney prior to recordation of a final plat.
- d. Prior to the first building permit application for each phase, the Applicant shall specify the location of any sustainability initiatives identified in the Application. Applicant shall use commercially reasonable efforts to implement the full list of initiatives included in the Application by the time of Filing 8 completion.



- e. In addition to the provisions of Chapter 16.16 of the municipal code, plats for all phases shall identify streets and sidewalks dedicated as public rights-of-way, travel direction for one-way streets, locations for on-street parking, any dedicated open space, easements for snow storage, and any necessary signage as required under Condition F.
- f. Streets or sides of streets showing no parking in in the Application shall be signed “No Parking this Side of Street” and placed in locations recommended by Public Works and the Police Department.
- g. All outside parking areas facing a residential-only use shall have a landscape buffer to obscure vehicles from view per Code Section 17.128.070.
- h. Prior to review by Town Council, the Applicant shall specify colors, materials, and final architectural design features for all buildings subject to Section 17.128.070 (M) of the municipal code.
- i. Following construction of the CR-5 building, Applicant shall submit an improvement location certificate to the Town to confirm that the CR-5 building is no taller than 44 feet.
- j. Applicant shall contribute 25% of the estimated cost of traffic signal improvements at the Castle Valley Ranch Boulevard/Faas Ranch Road intersection in the form of dedication of land to the Town for a right-of-way of sufficient size to accommodate a two-lane roundabout in generally the location shown on the diagram prepared by the Town Engineer dated April 11, 2023. Applicant will dedicate the land indicated on the staff diagram for a roundabout with the Third Amended & Restated Subdivision Exemption Plat. The final location and dimensions of the right-of-way dedication will be determined by the Town Engineer prior to recordation of the Third Amended & Restated Subdivision Exemption Plat. Nonpermanent encroachments into the roundabout area will be permitted subject to a revocable license approved by Town Council. Minimum setbacks from the roundabout may be adjusted as needed on the Phase 2 and/or Phase 3 final plat so that no change to the approved site plan for Filing 8 will be required to accommodate the roundabout. The land dedication by Applicant as provided in this condition will satisfy all of the Filing 8 traffic mitigation obligations at the Castle Valley Ranch/Faas Ranch Road intersection.
- k. Applicant shall implement and comply with the affordable housing plan included in the Application. Applicant shall prepare all necessary deed restrictions and agreements needed to formalize the affordable housing plan, which deed restrictions and agreements shall be subject to review and approval by the Town Attorney. Any deed restriction shall be recorded at the same time as the phase plat creating the lot(s) to be encumbered with the deed restriction.

- l. The Applicant shall include an additional potable water service line and curb stop for a water sample station. The sample station shall be purchased and installed by the Town. The additional service line and curb stop shall be located near the intersection of Drive F and Drive H or, if such location is unfeasible, another location approved by Public Works. Any easements necessary for the sample station will be dedicated to the Town on the appropriate plat.
- m. Provide a conceptual landscape plan to staff for each phase illustrating size, type and location of plant materials and an irrigation plan, if applicable. Plans submitted to obtain a building permit for any building shall demonstrate no more than 2,500 square feet of sod per dwelling unit as specified in 13.20.060 of the Municipal Code. The landscape plans for the townhome and A-1 buildings in Phase 2 shall incorporate trees and other appropriate screening from the golf course. The landscape plan for the townhome buildings and private drive in Phase 4 shall incorporate trees and other appropriate screening from the adjacent homes on Blackhawk Drive.
- n. The development of Filing 8 shall comply with all applicable building code and municipal code requirements, including all sign code regulations and any wildland-urban interface regulations, in effect at the time of development of the property, as well as all recommendations of the Town Engineer and Town Public Works Director provided in response to review of the Application. All building permit applications subject to the provisions of the International Fire Code or matters requiring fire alarms and/or fire suppression shall be submitted to the Fire Marshal for review and comment.
- o. Provide a construction phasing plan that includes, at a minimum, each of the following components:
  - i. Buildout phases;
  - ii. Schedule that identifies the sequencing of construction, sequencing of occupancy, traffic flow, and traffic control plans during construction;
  - iii. Storage and staging areas for construction equipment and materials;
  - iv. Drainage and erosion control best management practices (BMP's);
  - v. Conformance to all requirements and specifications approved by the Fire Marshal concerning temporary access for each phase including, but not limited to, temporary hammerhead turnarounds at dead end streets and any necessary ingress/egress routes for emergency personnel and equipment during construction
- p. Street names shall be approved by Garfield County Communications to avoid any duplication of names in the county dispatch area.
- q. Designate locations of mailbox kiosks with written authorization from the local postmaster.

- r. Landscaping and open space shall be perpetually weed free per the Colorado Noxious Weed Act and any recommendation of Garfield County and New Castle Public Works.
- s. The plat making the lot line adjustments with Parcel A1-1 and Parcel A-2 shall be executed and recorded within 180 days of the final approval of the Application. The Third Amended & Restated Subdivision Exemption Plat will be updated to incorporate the change made by the foregoing and be recorded at the same time as the lot line adjustment plat.
- t. The sale of individual lots or units within Filing 8 may not occur until a plat creating the lot or unit is recorded with Garfield County.
- u. Prior to the recordation of the Final Plat for Phase 1, Filing 8, the Applicant shall enter into a subdivision improvements agreement with the Town in a form acceptable to the Town Attorney and provide security for the public improvements required thereunder.
- v. Phase plats that are in substantial compliance with the approved Application may be approved on a staff level and shall be recorded with Garfield County before commencing construction of any individual building within a phase. No grading or excavation for the construction of a building shall occur until a permit is used for that specific building. Applicant may commence grading and excavation for infrastructure for public improvements in areas of the project for which a phase plat and subdivision improvements agreement has not yet been recorded, provided that applicant has obtained a grading permit pursuant to the Town Code and posted security to cover the applicable grading and revegetation work.
- w. A subdivision improvements agreement shall be recorded with each phase plat, including a cost estimate for the public improvements within the phase as well as any public improvements located outside of such phase that will be constructed in conjunction with the construction of such phase. At the time of recordation of the phase plat and SIA, the developer shall be required to post financial security in a form acceptable to the Town Attorney for the public improvements located within the phase and to be constructed in conjunction with such phase.
- x. One or more phase plats may include one or more lots upon which townhome buildings will be constructed. Such phase plat shall show the building envelope for the townhome building but need not show the individual units. One or more amended plats to define the boundaries of the individual units within each building shall be prepared for each building envelope based on as-built surveys after construction, which amended plats may be approved on staff level. Individual units may not be sold or separately encumbered until and unless the amended plat showing such units has been approved by Town Staff, signed by the Town Administrator, and recorded in the real estate records of Garfield County.

- y. All representations of the Applicant made verbally or in written submittals presented to the Town in conjunction with the Application before the Commission or Town Council shall be considered part of the Application and binding on the Applicant.
- z. The Applicant shall reimburse the Town for any and all expenses incurred by the Town regarding this approval, including, without limitation, all costs incurred by the Town's outside consultants such as legal and engineering costs.

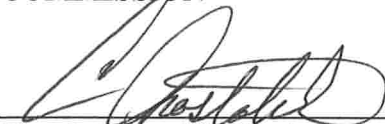
8. Severability. Each section of this Resolution is an independent section and a holding of any section or part thereof to be unconstitutional, void, or ineffective for any cause or reason shall not be deemed to affect the validity or constitutionality of any other section or part hereof, the intent being that the provisions of this Resolution are severable.

9. Effective Date. This Resolution shall be effective upon adoption.

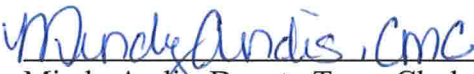
SO RESOLVED this 12th day of April, 2023, by a vote of 7 to 0.



TOWN OF NEW CASTLE  
PLANNING & ZONING  
COMMISSION

  
\_\_\_\_\_  
Chuck Apostolik, Chairman

ATTEST:

  
\_\_\_\_\_  
Mindy Andis, Deputy Town Clerk

Exhibits:

- Exhibit A: Legal Description
- Exhibit B: List of Application materials



**EXHIBIT A**  
Legal Description

Section: 32 Township: 5 Range: 90 Subdivision: WHITEHORSE VILLAGE AT LAKOTA CANYON RAN AMENDED PARCEL 3 FUTURE DEVELOPMENT PHASE 1 A RE-SUB OF BLK A, B1 & B2 LAKOTA CANYON RANCH FILING 1 4.42 ACRES

Section: 29 Township: 5 Range: 90 Subdivision: LAKOTA CANYON RANCH FILING #3 PHASE 1 FUTURE DEVELOPMENT PARCEL AS PLATTED PER RECEPTION NO. 665843 5.844 ACRES

Section: 29 Township: 5 Range: 90 PARCEL C-2 2ND AMENDED PLAT OF LAKOTA CANYON RANCH FKA EAGLES RIDGE RANCH. 5.321 ACRES

**EXHIBIT B**  
Final PUD Application Materials

- a. Final Plan Submittal Packet – April 5, 2023
- b. Affidavit of Public Notice – April 4, 2023
- c. Referral from Public Works – March 21, 2023
- d. Roundabout Diagram from Fire Department – March 16, 2023
- e. Roundabout Comment from Fire Department – March 16, 2023
- f. Proposed Conditions Language from Town Attorney – March 15, 2023
- g. Referral from Town Attorney – March 17, 2023
- h. Roundabout Referral from Town Engineer – January 12, 2023
- i. Referral from Town Engineer – March 24, 2023
- j. Referral from Fire Marshall – March 17, 2023
- k. Applicant Comment on Sustainability Initiatives – April 5, 2023
- l. Recording of April 6, 2023 site visit



**Town of New Castle**  
450 W. Main Street  
PO Box 90  
New Castle, CO 81647

**Administration Department**  
**Phone:** (970) 984-2311  
**Fax:** (970) 984-2716  
[www.newcastlecolorado.org](http://www.newcastlecolorado.org)

## Memorandum

**To:** Mayor & Council  
**From:** Melody Byram  
**Re:** Agenda Item: Update the Town Records Request Policy  
**Date:** 05/16/2023

### **Purpose:**

The purpose of this agenda item is to consider updating the town's Records Request Policy.

Recently, 22 CORA requests were submitted by a single requestor regarding the same subject. All requests were received by the clerk's office within two weeks of one another.

The state statute requires that the first hour of research/retrieval be free. This resulted in the majority of the research work that was done on the 22 requests being completed at no cost to the requestor, because each request received the free first hour. It took staff the full 22 hours gathering the requested information, but we were only able to bill them for a small portion of the time.

Moving forward, the clerk's office would like to update the policy to include the following:

*Multiple requests received within 2 months from the same requestor/agency regarding the same topic will be considered a single request for the purpose of calculating staff time and fees.*

The above statement will be in the policy document as well as on the records request form. The intent is to at least partially recoup the cost of staff time and to prevent frivolous or ongoing requests.

## **TOWN OF NEW CASTLE, COLORADO OPEN RECORDS ACT POLICY**

### **Policy**

The Town of New Castle ("Town") is committed to transparency and open government. The following policy specifies how the Town will respond to requests under the Colorado Open Records Act ("CORA") codified at C.R.S. § 24-72-201 *et seq.* This policy will help ensure the Town complies in all respects with CORA and meets all of its constitutional and statutory duties in an orderly and expeditious manner. This policy is not intended to be duplicative of CORA or supersede state law.

State law requires:

- All public records shall be open to inspection by any person at reasonable times.
- If you don't have time or space to accommodate the request at the moment, you may set another time. However, you must respond within three (3) working days.
- If you deny the request, the denial of the request must be in writing if requested.

All requests processed by the Town must be in writing and should be delivered to the Town Clerk for processing. Any questions regarding the applicability or interpretation of this policy should be directed to the Town Administrator or the Town Attorney.

All Town records must remain at all times in the custody of the Town. Originals or file copies shall not be released to anyone not employed by the Town.

### **Definitions**

"Public Records" include, unless exempted:

- All writings made, maintained or kept by the Town, any Town Department, or any Town employee. Criminal justice records as defined in Grounds for Denial; Appeal Process, Section (2)(a), below, are not public records.
- Correspondence of elected officials (including e-mail) is a public record unless it is work product, is unrelated to the elected official's function, is a communication from a constituent who expects it to be confidential by its content, or is otherwise subject to non-disclosure under the Open Records Act §24-72-203 (the "Act").

"Writings" means all books, papers, maps, photographs, cards, tapes, recordings, or other documentary materials, regardless of physical form or characteristics. Writings include digitally stored data and electronic mail, but does not include computer software.

"Work product" means materials which are deliberative or advisory in nature, prepared to help elected officials, and communicated to assist elected officials in reaching a decision within the scope of their authority.

### **Inspection, Copying or Photographing of Public Records**

The Act states:

1. All public records shall be open for inspection by any person at reasonable times, unless otherwise provided by the Act or other law.



2. If the public record requested is not in the custody or control of the person to whom application is made, such person shall notify the applicant of this fact. In such notification he shall state the reason for the absence of the records from his custody, their location, and what person then has custody of the record.
3. If the public record requested is in the custody or control of the person to whom application is made but is in active use or in storage and unavailable at the time an applicant asks to examine them, such person shall notify the applicant of this fact. If requested by the applicant, the custodian shall set a date and hour within three (3) working days at which time the records will be available. The time period may be extended up to seven (7) days if there are extenuating circumstances. However, responding to records requests does not take priority over previously scheduled Town work.

### **Procedure**

1. Open records requests are initiated with the Town Clerk for all Departments.
2. The Applicant shall fill out a Request for Inspection/Copying of Record (see attached Exhibit A).
3. Personnel in the Town Clerk's Office determine:
  - a. Who is the custodian of the requested document(s);
  - b. The status of the record (availability, etc.);
  - c. Cost estimate from the appropriate Department.
4. Applicant receives the cost estimate and either confirms or cancels the Request. If the Applicant confirms the Request, the Applicant pays the cost estimate before the Town proceeds with making the records available.
  - a. The Town Clerk's Office sends a copy of the Request to the responsible Department.
  - b. The responsible Department makes the copies and returns them to the Town Clerk's Office (within 2 working days of the request day and time).
  - c. Town Clerk's Office makes appointment with the Applicant to make the records available. Town Clerk's Office completes the Town Clerk Log (see attached Exhibit B).
5. The original Request is maintained in the Town Clerk's Office.
6. Multiple requests received within 2 months from the same requestor/agency regarding the same topic will be considered a single request for the purpose of calculating staff time and fees.

## **Grounds for Review; Appeal Process**

Section 204 of the Act provides:

1. The custodian of any public record shall allow any person the right of inspection of such records EXCEPT on one or more of the following grounds:
  - a. Such inspection would be contrary to any state statute.
  - b. Such inspection would be contrary to any federal statute or regulation issued thereunder having the force and effect of law.
  - c. Such inspection is prohibited by rules promulgated by the Supreme Court or by the order of any court.
  - d. Such inspection would be contrary to the requirements of any joint rule of senate and houses pertaining to lobbying actions.
2. Generally, the Town will not divulge the following records:
  - a. Any records of the investigations conducted by any sheriff, prosecuting attorney, or police department, or any records of the intelligence information or security procedures of said individuals, or files compiled for any other law enforcement purpose.
  - b. Test questions, scoring keys and other examination data pertaining to administration of a licensing examination, employment examination or academic examination. Written promotional examinations and the scores and results shall be available for inspection, but not copying, by the person in interest after the examination is graded.
  - c. The contents of real estate appraisals relative to the acquisition of property or any interest in property for public use, until such time as title to the property has been transferred to the Town.
3. The custodian of any record SHALL NOT give out or show the following records to anyone except for the person in interest:
  - a. Medical, psychological, sociological and scholastic achievement data.
  - b. Personnel files, except that such files are available to the person in interest as well as the person's supervisor. Employment contracts, applications, performance ratings, salary amounts and benefits received are generally available to the general public.
  - c. Letters of reference, except that a letter of reference concerning employment, licensing, or issuance of permits may not even be disclosed to the person in interest.
  - d. Trade secrets, privileged information and confidential commercial, financial, geological or geophysical data.

- e. Library and museum material contributed by private persons who have requested such material not be disclosed.
  - f. Addresses and phone numbers of students.
  - g. Library users records.
  - h. Addresses, telephone numbers and personal financial information of users of public utilities, public facilities or municipal recreational or cultural services, except that such information may be released to a peace officer when related to the peace officer's authority and duties.
  - i. Sexual harassment complaints or investigations.
  - j. Applications for an executive position, unless the person is a finalist for the position.
4. If the custodian denies access, the applicant may:
- a. Request a written statement of the grounds for the denial;
  - b. Apply to District Court for a hearing where the custodian must show cause for denying inspection. If the applicant obtains the records through the court proceedings, the court can award attorney's fees to the applicant.

## **Fees**

The Town will not bill or invoice for copies or other services in conjunction with CORA requests. Charges must be paid at the time of service.

CORA allows up to \$0.25 charge per page when copies are requested and provided, or the actual cost of preparation if the cost is greater. The actual cost may include, but is not limited to, the hourly rate for research and retrieval set forth By state statute and the cost of the physical medium of the document (e.g., tape, disk, USB flash drive, or other physical form of electronic data storage). The Town will not charge for the first hour of time expended in connection with the research and retrieval of public records.

### Photocopies of Town Documents

Black and white copies

\$0.25 per page plus Research and Retrieval Costs

### Research & Retrieval Costs

Rates subject to the current state statute calculation for fees (C.R.S.24-72-205(6)(b))

### Copies of Town Records in Other Formats

Photographs

Actual cost of photo reproduction plus Research and Retrieval costs (postage not included)

Video and audio tapes

Actual cost of tape plus Research and Retrieval fees (postage not included)

Computer output other than  
word processing

Actual cost of providing the  
electronic service and products  
together with a reasonable portion of  
the costs associated with building  
and maintaining the information  
system.

The Department responsible for the record shall provide it to the Town Clerk so that the Clerk's office may make an appointment with the Applicant for inspection within the time frame required.

This policy was adopted by motion of the New Castle Town Council at a duly-noticed public meeting on May 2, 2023.

\_\_\_\_\_  
Art Riddile, Mayor

Attest: \_\_\_\_\_  
Melody Byram, Town Clerk



Administration Department  
(970) 984-2311  
Fax: (970) 984-2716  
[www.newcastlecolorado.org](http://www.newcastlecolorado.org)



Town of New Castle  
PO Box 90  
450 W. Main Street  
New Castle, CO 81647

**REQUEST FOR INSPECTION/COPYING OF RECORD**

Date of request: \_\_\_\_\_ Time of request: \_\_\_\_\_

Applicant name: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Description of document: \_\_\_\_\_

**Purpose of request**

Court Case       Personal information       Other (please specify):

Certified Copy?  Yes       No

**FOR TOWN CLERK USE ONLY**

Responsible Department: \_\_\_\_\_

Availability:       Paper Copy       Electronic Format

Location:       In Storage       Readily Available (on-site)

Cost Estimate:			
_____ pages @ \$0.25 =		\$	_____
_____ pages @ \$0.50 =		\$	_____
_____ hours @ \$ _____	hourly rate =	\$	_____
<b>Total Cost Estimate:</b>		\$	_____

Multiple requests received within 2 months from the same requestor/agency regarding the same topic will be considered a single request for the purpose of calculating staff time and fees.

Having received the foregoing cost estimate I choose to confirm my request for the records described and agree to pay the charges at the time the records are made available. If over \$50, I understand I must provide security to pay for the cost incurred to obtain the records.

Yes       No - Cancel request

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





**Town of New Castle**

450 W. Main Street  
PO Box 90  
New Castle, CO 81647

**Administration Department**

**Phone:** (970) 984-2311

**Fax:** (970) 984-2716

[www.newcastlecolorado.org](http://www.newcastlecolorado.org)

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**Memorandum**

**To:** Mayor & Council  
**From:** Dave Reynolds  
**Re:** Agenda Item – Train Safety Discussion  
**Date:** 05/16/2023

**Purpose:**

The purpose of this agenda item is to discuss train safety in New Castle and gain direction regarding any course of action that may be desired by Town Council regarding train speed, train safety, rail crossings, emergency preparedness, or other items as may be discussed.

**TOWN OF NEW CASTLE - BILLS ALLOWED SUMMARY - April 2023**

04/2023 INVOICES PAID	\$778,232.93
VIX PARK LOAN PAYMENT	5,129.61
NET PAYROLL (2)	135,998.51
FED & STATE EMPLOYMENT TAXES (2)	55,281.71
RETIREMENT PLAN PAYMENTS (2)	25,591.20
CREDIT CARD FEES	<u>1,296.49</u>
<b>04/2023 TOTAL PAYMENTS</b>	<b><u>\$ 1,001,530.45</u></b>

LESS CAPITAL EXPENDITURES *	(508,261.18)
LESS CHARGE-BACKS **	(1,120.00)
LOAN PAYMENTS	(5,129.61)
RESTITUTION PAYMENTS	(1,000.00)
DEPOSIT REFUNDS	<u>(1,350.00)</u>

**04/2023 OPERATING EXPENSES: \$ 484,669.66**

**\* CAPITAL:**

Security System Proj (FMLD Grant)	20,528.16
LoVA Meet in Middle Trail (FMLD Grant)	365,000.00
Conex Box for storage	4,106.00
Verti-cutter for Parks	12,660.24
Aerator for Parks	12,968.95
Deposit on materials for Dog Park	26,000.00
Raw Water Irrigation Proj (ARPA funds)	7,497.83
Moscad Radio Upgrade - Utilities	<u>59,500.00</u>
Total	<u><u>508,261.18</u></u>

**\*\*CHARGE-BACKS:**

Developer costs	<u>1,120.00</u>
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Report Criteria:  
 Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
89	A-1 Collection Agency, LLC	04072023-JR	Case NO. 2022C030017-0	04/07/2023	437.26	.00	437.26	55445	04/13/2023
		04212023-JR	Case No. 2022C030017 - 0	04/21/2023	458.91	.00	458.91	55522	04/27/2023
Total 89:					896.17	.00	896.17		
146	Acerra, Richard	REFUND 20	refund land developement	03/31/2023	525.00	.00	525.00	55446	04/13/2023
Total 146:					525.00	.00	525.00		
165	Action Shop Services, Inc.	SI130893	chainsaw parts-parks	04/05/2023	107.73	.00	107.73	55447	04/13/2023
Total 165:					107.73	.00	107.73		
180	Aday, Melissa	04.06.2023	MVDS music 04.06.2023-r	04/06/2023	75.00	.00	75.00	55448	04/13/2023
		MVDS05042	MVDS music 05.04.2023-r	04/25/2023	75.00	.00	75.00	55523	04/27/2023
Total 180:					150.00	.00	150.00		
213	AFLAC	417817	04/2023 premium	04/11/2023	222.77	.00	222.77	55449	04/13/2023
Total 213:					222.77	.00	222.77		
299	All Around Property Mainte	4645	deposit on materials for Do	04/12/2023	26,000.00	.00	26,000.00	55450	04/13/2023
Total 299:					26,000.00	.00	26,000.00		
361	Alltec Services, LLC	33675	2nd Qtr 2023 T/H security	03/15/2023	105.00	.00	105.00	55451	04/13/2023
Total 361:					105.00	.00	105.00		
377	Alpine Bank	0272 04/202	walmart-boxes for water m	04/10/2023	3.32	.00	3.32	55524	04/27/2023
		0272 04/202	Supplyhouse-dual check v	04/10/2023	673.65	.00	673.65	55524	04/27/2023
		0272 04/202	walmart-lab supplies-ww o	04/10/2023	107.49	.00	107.49	55524	04/27/2023
		0272 04/202	walmart-lab supplies-wwtr	04/10/2023	56.79	.00	56.79	55524	04/27/2023
		0306 04/202	amazon-comp equip for co	04/10/2023	1,750.98	.00	1,750.98	55524	04/27/2023
		0306 04/202	amazon-key for tech cabin	04/10/2023	24.84	.00	24.84	55524	04/27/2023
		0306 04/202	amazon-USB-c cable for o	04/10/2023	42.98	.00	42.98	55524	04/27/2023
		0306 04/202	faxpipe-online fax services-	04/10/2023	10.95	.00	10.95	55524	04/27/2023
		0306 04/202	zoom-monthly subscrip-ad	04/10/2023	15.99	.00	15.99	55524	04/27/2023
		0306 04/202	CML-art riddle conference-	04/10/2023	295.00	.00	295.00	55524	04/27/2023
		0306 04/202	CML-art riddle-conference	04/10/2023	95.00	.00	95.00	55524	04/27/2023
		0306 04/202	amazon-entry mat front do	04/10/2023	53.19	.00	53.19	55524	04/27/2023
		0306 04/202	amazon-area rug TH-admi	04/10/2023	158.55	.00	158.55	55524	04/27/2023
		0306 04/202	amazon-door mats - TH	04/10/2023	155.96	.00	155.96	55524	04/27/2023
		0306 04/202	amazon-door mat- TH retur	04/10/2023	103.96-	.00	103.96-	55524	04/27/2023
		0314 04/202	walmart-grill for events-ps	04/10/2023	308.97	.00	308.97	55524	04/27/2023
		0314 04/202	amazon-earphone connecti	04/10/2023	105.52	.00	105.52	55524	04/27/2023
		0314 04/202	amazon-magazine carrier-	04/10/2023	34.99	.00	34.99	55524	04/27/2023
		0314 04/202	amazon-cleaning supplies-	04/10/2023	96.63	.00	96.63	55524	04/27/2023
		0322 04/202	walmart-employee support-	04/10/2023	19.86	.00	19.86	55524	04/27/2023
		0322 04/202	adobe-subscription-admin	04/10/2023	19.99	.00	19.99	55524	04/27/2023
		0322 04/202	GJ airport-parking-audit trip	04/10/2023	2.00	.00	2.00	55524	04/27/2023
		0322 04/202	american airline-audit trip-a	04/10/2023	390.40	.00	390.40	55524	04/27/2023
		0322 04/202	american airline-audit trip-a	04/10/2023	36.53	.00	36.53	55524	04/27/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		0322 04/202	american airline-bag fee-au	04/10/2023	30.00	.00	30.00	55524	04/27/2023
		0322 04/202	la quinta-lodging-audit trip-	04/10/2023	769.75	.00	769.75	55524	04/27/2023
		0322 04/202	grand vista-lodging-audit tri	04/10/2023	59.55	.00	59.55	55524	04/27/2023
		0355 04/202	city market-TH supplies-ad	04/10/2023	56.35	.00	56.35	55524	04/27/2023
		0363 04/202	rifle chiropractic-CDL physi	04/10/2023	120.00	.00	120.00	55524	04/27/2023
		0363 04/202	insta ink-ink-wtr	04/10/2023	12.97	.00	12.97	55524	04/27/2023
		0363 04/202	fed ex-shipping-wtr admin	04/10/2023	15.60	.00	15.60	55524	04/27/2023
		0363 04/202	down under-osm delivery-	04/10/2023	55.00	.00	55.00	55524	04/27/2023
		0363 04/202	fed ex-shipping-wtr admin	04/10/2023	23.45	.00	23.45	55524	04/27/2023
		0363 04/202	Adobe-subscription-wtr ad	04/10/2023	14.99	.00	14.99	55524	04/27/2023
		0363 04/202	lowes-tubing-wtr oper	04/10/2023	11.46	.00	11.46	55524	04/27/2023
		0363 04/202	cover craft direct-seat cove	04/10/2023	217.45	.00	217.45	55524	04/27/2023
		0363 04/202	lowes-trash bags-wwtr	04/10/2023	17.48	.00	17.48	55524	04/27/2023
		0371 04/202	walmart-TVs for comm cntr	04/10/2023	1,056.00	.00	1,056.00	55524	04/27/2023
		0371 04/202	CML-conference registratio	04/10/2023	790.00	.00	790.00	55524	04/27/2023
		0371 04/202	woolleys-lodging CML conf	04/10/2023	829.42	.00	829.42	55524	04/27/2023
		0371 04/202	Glenwood Brew Pub-lunch	04/10/2023	76.26	.00	76.26	55524	04/27/2023
		0397 04/202	kum&go-fuel-rec	04/10/2023	57.23	.00	57.23	55524	04/27/2023
		0397 04/202	Nat Mah JONGG-2023 car	04/10/2023	60.00	.00	60.00	55524	04/27/2023
		0397 04/202	amazon-bees repeats A/E-r	04/10/2023	13.30	.00	13.30	55524	04/27/2023
		0397 04/202	amazon-a/e paperboard bo	04/10/2023	41.97	.00	41.97	55524	04/27/2023
		0397 04/202	amazon-a/e computer scre	04/10/2023	9.59	.00	9.59	55524	04/27/2023
		0397 04/202	amazon-a/e acrylic paint-re	04/10/2023	4.85	.00	4.85	55524	04/27/2023
		0397 04/202	amazon-a/e acrylic paint-re	04/10/2023	11.32	.00	11.32	55524	04/27/2023
		0397 04/202	walmart-spring break suppl	04/10/2023	261.09	.00	261.09	55524	04/27/2023
		0405 04/202	true cable-camera project-	04/10/2023	318.97	.00	318.97	55524	04/27/2023
		0405 04/202	western slope trailer-roof re	04/10/2023	21.62	.00	21.62	55524	04/27/2023
		0405 04/202	amazon-blades for sawz-all	04/10/2023	71.40	.00	71.40	55524	04/27/2023
		0405 04/202	amazon-irrigation tool-pks	04/10/2023	46.99	.00	46.99	55524	04/27/2023
		0405 04/202	Nature's MACE-pesticide-p	04/10/2023	39.97	.00	39.97	55524	04/27/2023
		0405 04/202	amazon-sweeper-str	04/10/2023	56.99	.00	56.99	55524	04/27/2023
		0421 04/202	lowes-tc std and btr kd-ps	04/10/2023	33.16	.00	33.16	55524	04/27/2023
		0421 04/202	OD KIT-narcan pouches-ps	04/10/2023	239.92	.00	239.92	55524	04/27/2023
		0454 04/202	O'reilly-vehicle maint - wipe	04/10/2023	40.78	.00	40.78	55524	04/27/2023
		0454 04/202	go-fer-fuel-ps	04/10/2023	15.00	.00	15.00	55524	04/27/2023
		0454 04/202	kum&go-fuel-ps	04/10/2023	86.00	.00	86.00	55524	04/27/2023
		0470 04/202	amazon-rubber gloves-wwt	04/10/2023	258.98	.00	258.98	55524	04/27/2023
		0470 04/202	CO CWP-training JE-wwtr	04/10/2023	50.00	.00	50.00	55524	04/27/2023
		0488 04/202	emblem auth-uniform patch	04/10/2023	285.50	.00	285.50	55524	04/27/2023
		0488 04/202	safariland-holster-ps	04/10/2023	160.00	.00	160.00	55524	04/27/2023
		0488 04/202	kum&go-fuel-ps	04/10/2023	75.05	.00	75.05	55524	04/27/2023
		0496 04/202	usps-mail awards for baske	04/10/2023	22.80	.00	22.80	55524	04/27/2023
		0496 04/202	amazon-office supp-rec	04/10/2023	6.98	.00	6.98	55524	04/27/2023
		0496 04/202	amazon-office supp-rec	04/10/2023	43.91	.00	43.91	55524	04/27/2023
		0496 04/202	epic sports-micro soccer-re	04/10/2023	226.68	.00	226.68	55524	04/27/2023
		0496 04/202	anthem sports-micro socce	04/10/2023	306.84	.00	306.84	55524	04/27/2023
		0496 04/202	epic sports-mesh bags-mic	04/10/2023	190.76	.00	190.76	55524	04/27/2023
		0496 04/202	epic sports-air pump & ball	04/10/2023	168.61	.00	168.61	55524	04/27/2023
		0496 04/202	walmart-micro soccer-rec	04/10/2023	10.00	.00	10.00	55524	04/27/2023
		0496 04/202	walmart-bins-rec	04/10/2023	19.22	.00	19.22	55524	04/27/2023
		0496 04/202	epic sports-soccer nets for	04/10/2023	442.91	.00	442.91	55524	04/27/2023
		0496 04/202	promo direct-backpacks D	04/10/2023	761.10	.00	761.10	55524	04/27/2023
		0496 04/202	promo direct-backpacks B	04/10/2023	380.00	.00	380.00	55524	04/27/2023
		0496 04/202	CO Creative express-wrest	04/10/2023	212.50	.00	212.50	55524	04/27/2023
		0496 04/202	CO Creative-wrestling shirt	04/10/2023	212.50	.00	212.50	55524	04/27/2023
		0504 04/202	adobe-subscription-b&p	04/10/2023	19.99	.00	19.99	55524	04/27/2023
		0504 04/202	drifters coffee-coffee for sta	04/10/2023	27.23	.00	27.23	55524	04/27/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		0512 04/202	CO police protective-liab in	04/10/2023	135.00	.00	135.00	55524	04/27/2023
		0512 04/202	City market-water & suppli	04/10/2023	12.17	.00	12.17	55524	04/27/2023
		0512 04/202	kinsco-vests for Chuck and	04/10/2023	1,852.20	.00	1,852.20	55524	04/27/2023
		0512 04/202	amazon-earpiece-returned-	04/10/2023	3.97	.00	3.97	55524	04/27/2023
		0512 04/202	amazon-radio pouch-ps	04/10/2023	36.87	.00	36.87	55524	04/27/2023
		0512 04/202	amazon-glove pouch-ps	04/10/2023	11.99	.00	11.99	55524	04/27/2023
		0512 04/202	amazon-equipment-ps	04/10/2023	213.62	.00	213.62	55524	04/27/2023
		0520 04/202	subway-meal-ps	04/10/2023	16.27	.00	16.27	55524	04/27/2023
		0520 04/202	axon-taser cart-ps	04/10/2023	288.00	.00	288.00	55524	04/27/2023
		0538 04/202	walmart-cards, water, east	04/10/2023	28.02	.00	28.02	55524	04/27/2023
		0538 04/202	target-water and trash bag	04/10/2023	25.96	.00	25.96	55524	04/27/2023
		0538 04/202	walmart-cards, water, east	04/10/2023	10.52	.00	10.52	55524	04/27/2023
		0538 04/202	adobe-subscription-admin	04/10/2023	19.99	.00	19.99	55524	04/27/2023
		0538 04/202	new castle coffee-meeting	04/10/2023	24.55	.00	24.55	55524	04/27/2023
		0538 04/202	hog back pizza-gift card-sn	04/10/2023	75.00	.00	75.00	55524	04/27/2023
		0538 04/202	City market-visa card-snow	04/10/2023	105.95	.00	105.95	55524	04/27/2023
		0538 04/202	glenwood toys-gift card-sn	04/10/2023	50.00	.00	50.00	55524	04/27/2023
		0538 04/202	CML-lunch conference-ad	04/10/2023	110.00	.00	110.00	55524	04/27/2023
		0538 04/202	walmart-cards, water, east	04/10/2023	4.58	.00	4.58	55524	04/27/2023
		0538 04/202	amazon-ukrainian flag repl	04/10/2023	28.98	.00	28.98	55524	04/27/2023
		0546 04/202	walmart-shelves for Rochel	04/10/2023	79.76	.00	79.76	55524	04/27/2023
		0546 04/202	CGFOA-webinar-admin	04/10/2023	30.00	.00	30.00	55524	04/27/2023
		0546 04/202	CML-guest registration-ad	04/10/2023	50.00	.00	50.00	55524	04/27/2023
		0546 04/202	CML-guest lunch-admin	04/10/2023	55.00	.00	55.00	55524	04/27/2023
		0579 04/202	harbor freight-tools-pks	04/10/2023	200.50	.00	200.50	55524	04/27/2023
		0579 04/202	tigertough-new truck seat c	04/10/2023	349.47	.00	349.47	55524	04/27/2023
		0579 04/202	harbor freight-tools-sts	04/10/2023	200.51	.00	200.51	55524	04/27/2023
		0579 04/202	tigertough-new truck seat c	04/10/2023	349.47	.00	349.47	55524	04/27/2023
		0587 04/202	swift comm-seasonal job p	04/10/2023	322.50	.00	322.50	55524	04/27/2023
		0587 04/202	swift comm-parks job ad- a	04/10/2023	349.00	.00	349.00	55524	04/27/2023
		0587 04/202	harbor freight-tools-pks	04/10/2023	131.58	.00	131.58	55524	04/27/2023
		0587 04/202	Hi-Viz safety-safety equipm	04/10/2023	225.95	.00	225.95	55524	04/27/2023
		0587 04/202	baleaf-safety equip-pks	04/10/2023	55.02	.00	55.02	55524	04/27/2023
		0587 04/202	amazon-safety equipmnt-p	04/10/2023	65.24	.00	65.24	55524	04/27/2023
		0587 04/202	amazon-safety equipmnt-p	04/10/2023	38.70	.00	38.70	55524	04/27/2023
		0587 04/202	harbor freight-tools-sts	04/10/2023	131.58	.00	131.58	55524	04/27/2023
		0587 04/202	Hi-Viz safety-safety equipm	04/10/2023	225.95	.00	225.95	55524	04/27/2023
		0587 04/202	baleaf-safety equip-sts	04/10/2023	55.02	.00	55.02	55524	04/27/2023
		0587 04/202	amazon-safety equipmnt-st	04/10/2023	65.23	.00	65.23	55524	04/27/2023
		0587 04/202	amazon-safety equipmnt-st	04/10/2023	38.69	.00	38.69	55524	04/27/2023
		0587 04/202	Hi-Viz safety-safety equipm	04/10/2023	225.95	.00	225.95	55524	04/27/2023
		0587 04/202	baleaf-safety equip-wtr	04/10/2023	55.02	.00	55.02	55524	04/27/2023
		0587 04/202	amazon-safety equipmnt-w	04/10/2023	65.23	.00	65.23	55524	04/27/2023
		0587 04/202	amazon-safety equipmnt-w	04/10/2023	38.69	.00	38.69	55524	04/27/2023
		0587 04/202	Hi-Viz safety-safety equipm	04/10/2023	225.95	.00	225.95	55524	04/27/2023
		0587 04/202	baleaf-safety equip-wwtr	04/10/2023	55.01	.00	55.01	55524	04/27/2023
		0587 04/202	amazon-safety equipmnt-w	04/10/2023	65.23	.00	65.23	55524	04/27/2023
		0587 04/202	amazon-safety equipmnt-w	04/10/2023	38.69	.00	38.69	55524	04/27/2023
		0595 04/202	five guys-lunch for crew-tra	04/10/2023	42.82	.00	42.82	55524	04/27/2023
		0595 04/202	walmart-coffee for breakroo	04/10/2023	25.92	.00	25.92	55524	04/27/2023
		0595 04/202	walmart-first aid kits for ne	04/10/2023	34.96	.00	34.96	55524	04/27/2023
		0595 04/202	potestio brothers-parts for	04/10/2023	561.64	.00	561.64	55524	04/27/2023
		0595 04/202	walmart-batteries for paper	04/10/2023	27.92	.00	27.92	55524	04/27/2023
		6543 04/202	subway-meals-ps	04/10/2023	19.53	.00	19.53	55524	04/27/2023
		FLEA MKT 2	petty cash for Flea Market	04/01/2023	100.00	.00	100.00	55452	04/13/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 377:					21,478.43	.00	21,478.43		
475	American Fidelity Assuranc	D578174	04/2023 supp ins premium	04/01/2023	1,566.78	.00	1,566.78	55454	04/13/2023
Total 475:					1,566.78	.00	1,566.78		
476	American Fidelity Assuranc	2166413A	05/2023 flex spending	04/28/2023	1,266.64	.00	1,266.64	55526	04/27/2023
Total 476:					1,266.64	.00	1,266.64		
497	AlSCO, Inc	LGRA275363	mat,mops cleaned-comm c	04/06/2023	84.37	.00	84.37	55453	04/13/2023
		LGRA275861	mats, mops cleaned-comm	04/20/2023	84.37	.00	84.37	55525	04/27/2023
Total 497:					168.74	.00	168.74		
521	American Soccer Co., Inc.	6786326	jerseys for micro soccer-re	03/31/2023	966.46	.00	966.46	55455	04/13/2023
Total 521:					966.46	.00	966.46		
549	Andersen, Barry	04202023	MVDS music jam 04.20.20	04/14/2023	75.00	.00	75.00	55456	04/13/2023
Total 549:					75.00	.00	75.00		
554	Anderson, Susan	SCRAP BOO	scrap circle class April 202	04/26/2023	171.50	.00	171.50	55528	04/27/2023
Total 554:					171.50	.00	171.50		
576	Antimatter Studios, LLC	CUP APP RE	CUP application refund-lan	04/19/2023	500.00	.00	500.00	55529	04/27/2023
		CUP APP RE	CUP application refund-lan	04/19/2023	500.00	.00	500.00	55529	04/27/2023
Total 576:					1,000.00	.00	1,000.00		
890	Backstreet Surveillance, In	64924A	security cameras-FMLD fa	03/29/2023	4,271.18	.00	4,271.18	55457	04/13/2023
		64926A	security cameras-FMLD fa	03/29/2023	3,948.69	.00	3,948.69	55457	04/13/2023
		64927A	security cameras-FMLD fa	04/12/2023	1,990.00	.00	1,990.00	55457	04/13/2023
		64928A	security cameras-FMLD fa	04/12/2023	5,533.29	.00	5,533.29	55457	04/13/2023
Total 890:					15,743.16	.00	15,743.16		
1537	Brownells, Inc.	2023410236	firearms parts-ps	04/01/2023	477.55	.00	477.55	55530	04/27/2023
		2023600001	firearms returned-ps	03/01/2023	53.97-	.00	53.97-	55530	04/27/2023
Total 1537:					423.58	.00	423.58		
1688	Butler, Bonita	YOGA FLOW	Yoga Flow instructor 04/01-	04/10/2023	92.40	.00	92.40	55459	04/13/2023
Total 1688:					92.40	.00	92.40		
1829	Canyon Systems, Inc.	15919	pump parts-wwtp	04/11/2023	176.92	.00	176.92	55531	04/27/2023
Total 1829:					176.92	.00	176.92		
1897	Caselle, Inc.	123879	software support-b&p	04/01/2023	193.25	.00	193.25	55460	04/13/2023
		123879	software support-admin	04/01/2023	193.25	.00	193.25	55460	04/13/2023
		123879	software support-muni ct	04/01/2023	89.83	.00	89.83	55460	04/13/2023
		123879	software support-rec	04/01/2023	141.55	.00	141.55	55460	04/13/2023



Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		123879	software support-pks	04/01/2023	141.55	.00	141.55	55460	04/13/2023
		123879	software support-sts	04/01/2023	191.17	.00	191.17	55460	04/13/2023
		123879	software support--wtr	04/01/2023	472.70	.00	472.70	55460	04/13/2023
		123879	software support-w/wtr	04/01/2023	472.70	.00	472.70	55460	04/13/2023
		Total 1897:			1,896.00	.00	1,896.00		
1961	CEBT	INV 0055409	05/2023 health ins premiu	04/22/2023	57,703.35	.00	57,703.35	55532	04/27/2023
		Total 1961:			57,703.35	.00	57,703.35		
1965	Cedar Networks	342460	04/2023 internet service-To	04/14/2023	180.00	.00	180.00	55461	04/13/2023
		342461	04/2023 internet service-co	04/14/2023	180.00	.00	180.00	55461	04/13/2023
		342464	04/2023 internet service-ps	04/14/2023	90.00	.00	90.00	55461	04/13/2023
		342464	04/2023 internet service-To	04/14/2023	45.00	.00	45.00	55461	04/13/2023
		342464	04/2023 internet service-w/	04/14/2023	45.00	.00	45.00	55461	04/13/2023
		342647	04/2023 internet service-m	04/14/2023	90.00	.00	90.00	55461	04/13/2023
		Total 1965:			630.00	.00	630.00		
1993	CenturyLink	0558 774B 0	fax line-wtp	03/19/2023	159.79	.00	159.79	55462	04/13/2023
		9807 957B 0	fax line-ps	03/19/2023	84.23	.00	84.23	55462	04/13/2023
		Total 1993:			244.02	.00	244.02		
2077	Chelewski Pipe	169111	irrigation parts for Wagon	04/07/2023	10.53	.00	10.53	55463	04/13/2023
		169115	irrigation parts for Wagon	04/07/2023	7.52	.00	7.52	55463	04/13/2023
		169134	seal lube for gaskets on Re	04/12/2023	54.00	.00	54.00	55533	04/27/2023
		Total 2077:			72.05	.00	72.05		
2145	CIRSA	231068	insurance for 2023 Chevy	04/10/2023	280.11	.00	280.11	55464	04/13/2023
		231068	insurance for 2023 Chevy	04/10/2023	280.11	.00	280.11	55464	04/13/2023
		Total 2145:			560.22	.00	560.22		
2497	Colorado Analytical Lab	230314140	lab tests-wtp	04/10/2023	895.00	.00	895.00	55534	04/27/2023
		230406082	lab tests-wtp	04/18/2023	361.00	.00	361.00	55534	04/27/2023
		230406113	lab tests-wtp	04/13/2023	31.00	.00	31.00	55534	04/27/2023
		230406114	lab tests-wtp	04/20/2023	455.00	.00	455.00	55534	04/27/2023
		Total 2497:			1,742.00	.00	1,742.00		
2553	Colorado Mountain College	0287807 SP	tuition for police academy-	03/30/2023	3,415.00	.00	3,415.00	55465	04/13/2023
		Total 2553:			3,415.00	.00	3,415.00		
2729	Conoco Fleet	88234700	03/2023 fuel-b&p	03/31/2023	62.03	.00	62.03	55466	04/13/2023
		88234700	03/2023 fuel-admin	03/31/2023	230.75	.00	230.75	55466	04/13/2023
		88234700	03/2023 fuel-ps	03/31/2023	2,605.21	.00	2,605.21	55466	04/13/2023
		88234700	03/2023 fuel-pks	03/31/2023	800.50	.00	800.50	55466	04/13/2023
		88234700	03/2023 fuel-sts	03/31/2023	1,431.52	.00	1,431.52	55466	04/13/2023
		88234700	03/2023 fuel-wtp	03/31/2023	799.67	.00	799.67	55466	04/13/2023
		88234700	03/2023 fuel-wwtp	03/31/2023	521.27	.00	521.27	55466	04/13/2023
		Total 2729:			6,450.95	.00	6,450.95		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
2811	Coppersmith, Cassie	WRESTLING	wrestling photos-rec	03/01/2023	420.00	.00	420.00	55467	04/13/2023
Total 2811:					420.00	.00	420.00		
2816	Core & Main, Inc.	S641855	water meter couplers-wtr	04/10/2023	266.88	.00	266.88	55468	04/13/2023
		S644441	irrigation parts for Wagon	04/07/2023	147.70	.00	147.70	55468	04/13/2023
Total 2816:					414.58	.00	414.58		
2881	Cox, Kelley	CITY MKT 03	remib for Spring Break clas	03/21/2023	28.41	.00	28.41	55535	04/27/2023
		CITY MKT 04	reimb for cleaning supplies	04/02/2023	15.95	.00	15.95	55535	04/27/2023
		DOLLAR TR	reimb for spring break activ	03/25/2023	140.00	.00	140.00	55469	04/13/2023
		DOLLAR TR	reimb for MVDS & adult art	04/10/2023	41.25	.00	41.25	55535	04/27/2023
		WALMART 0	reimb for arts & entertainm	03/25/2023	24.54	.00	24.54	55469	04/13/2023
		WALMART 0	reimb for MVDS & adult art	04/03/2023	11.35	.00	11.35	55535	04/27/2023
Total 2881:					261.50	.00	261.50		
2893	CPS Distributors, Inc	0009940191-	irrigation tools for pipes-pk	04/06/2023	78.42	.00	78.42	55470	04/13/2023
		0010125127-	Torch for irrigation truck-pk	04/06/2023	50.79	.00	50.79	55470	04/13/2023
		0010125363-	air relief valve for ARP-pks	04/10/2023	53.00	.00	53.00	55470	04/13/2023
Total 2893:					182.21	.00	182.21		
3125	Dana Kepner Company, In	1578013-00	new water meters-wtp	03/31/2023	2,041.56	.00	2,041.56	55471	04/13/2023
		1578169-00	touch pads for water meter	04/06/2023	1,079.10	.00	1,079.10	55471	04/13/2023
Total 3125:					3,120.66	.00	3,120.66		
3178	Davis, Jillian	RESTITUTIO	restitution payment-muni c	04/10/2023	1,000.00	.00	1,000.00	55536	04/27/2023
Total 3178:					1,000.00	.00	1,000.00		
3529	DPC Industries, Inc.	DE73000264	demurrage-water	03/31/2023	70.00	.00	70.00	55537	04/27/2023
Total 3529:					70.00	.00	70.00		
3953	Family Support Registry	04072023-A	Remittance ID 15120108 R	04/07/2023	142.61	.00	142.61	55472	04/13/2023
		04212023-A	Remittance ID 15120108 R	04/21/2023	142.61	.00	142.61	55538	04/27/2023
Total 3953:					285.22	.00	285.22		
4075	Firth, Rochelle	DOLLAR GE	Reimb for CML anniversary	04/20/2023	22.45	.00	22.45	55539	04/27/2023
Total 4075:					22.45	.00	22.45		
4253	Freedom Mailing Service, I	45106	03/2023 newsletter-admin	03/31/2023	24.23	.00	24.23	55540	04/27/2023
		45106	03/2023 util bills-water	03/31/2023	316.36	.00	316.36	55540	04/27/2023
		45106	03/2023 util bills-trash	03/31/2023	83.00	.00	83.00	55540	04/27/2023
		45106	03/2023 util bills-w/water	03/31/2023	316.36	.00	316.36	55540	04/27/2023
Total 4253:					739.95	.00	739.95		
4323	Gallegos, Maria D	04212023	cleaning PD 04.01,04.05.2	04/21/2023	112.50	.00	112.50	55541	04/27/2023
		04212023	cleaning TH 02.18,03.25,0	04/21/2023	280.00	.00	280.00	55541	04/27/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 4323:					392.50	.00	392.50		
4377	Garcia, Samuel & Leticia	MAY 2023	05/2023 parking lot rent	04/26/2023	500.00	.00	500.00	55542	04/27/2023
Total 4377:					500.00	.00	500.00		
4417	Garfield Co. Public Informa	2023-DAV	2023 PIO membership due	03/13/2023	25.00	.00	25.00	55473	04/13/2023
Total 4417:					25.00	.00	25.00		
4493	Garfield Steel & Mach. Inc	00112888	pipe supplies for raw water	04/03/2023	151.73	.00	151.73	55474	04/13/2023
		00113033	metal to extend irrigation k	04/19/2023	20.92	.00	20.92	55543	04/27/2023
Total 4493:					172.65	.00	172.65		
4556	Gerstner, Cori	ROW 2022	refund right-of-way deposit	04/01/2023	90.00	.00	90.00	55475	04/13/2023
Total 4556:					90.00	.00	90.00		
4649	Glenwood Medical Assoc.,	319136-04.2	cdl physical-J. Robb-wtr	04/03/2023	140.00	.00	140.00	55544	04/27/2023
Total 4649:					140.00	.00	140.00		
4697	Glenwood Springs, City of	00680635	bio-solids disposal-wwtp	04/06/2023	422.82	.00	422.82	55476	04/13/2023
		00680646	bio-solids disposal-wwtp	04/06/2023	390.70	.00	390.70	55476	04/13/2023
		00680654	bio-solids disposal-wwtp	04/06/2023	393.17	.00	393.17	55476	04/13/2023
		00680672	bio-solids disposal-wwtp	04/06/2023	416.64	.00	416.64	55476	04/13/2023
		00680682	bio-solids disposal-wwtp	04/06/2023	432.70	.00	432.70	55476	04/13/2023
		00680705	bio-solids disposal-wwtp	04/06/2023	438.05	.00	438.05	55476	04/13/2023
Total 4697:					2,494.08	.00	2,494.08		
4698	Glenwood Springs, City of	LOVA MIM A	LoVa Trail Meet in Middle	04/26/2023	350,000.00	.00	350,000.00	55545	04/27/2023
		LOVA MIM P	LoVa Trail Meet in Middle	04/26/2023	15,000.00	.00	15,000.00	55545	04/27/2023
Total 4698:					365,000.00	.00	365,000.00		
4717	Glock, Inc.	SI-0796813	gun parts-ps	02/28/2023	10.00	.00	.00	55424	Multiple
		SI-0796813	gun parts-ps	02/28/2023	10.00-				
Total 4717:					.00	.00	.00		
5036	Guzman, Lorenzo	LABOR 04.1	12 hours labor 04.17,04.18	04/24/2023	216.00	.00	216.00	55546	04/27/2023
Total 5036:					216.00	.00	216.00		
5057	Hach Company	13519906	SC controller for new CL17	03/30/2023	3,118.00	.00	3,118.00	55477	04/13/2023
Total 5057:					3,118.00	.00	3,118.00		
5413	Hogan, Brady	306971	bio-solids hauling-wwtp	04/06/2023	770.00	.00	770.00	55478	04/13/2023
Total 5413:					770.00	.00	770.00		
5457	Home Depot Credit Service	5365924	shelves for Town Hall-town	03/28/2023	449.99	.00	449.99	55480	04/13/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 5457:					449.99	.00	449.99		
5571	Sage Telecommunications	ROW 09.27.2	refund right-of-way deposit	04/26/2023	540.00	.00	540.00	55558	04/27/2023
		ROW 2022	refund right-of-way deposit	04/01/2023	540.00	.00	.00	55481	Multiple
		ROW 2022	refund right-of-way deposit	04/01/2023	540.00-				
Total 5571:					540.00	.00	540.00		
5593	Hy-Way Feed & Ranch Su	2085501	clay to patch leak on Red	04/10/2023	45.00	.00	45.00	55482	04/13/2023
		S134582	tie wire & bolts for irrigation	04/03/2023	14.15	.00	14.15	55482	04/13/2023
		S135977	gloves for S. Bjerk-pks	04/21/2023	4.90	.00	4.90	55547	04/27/2023
Total 5593:					64.05	.00	64.05		
5633	Impressions of Aspen Inc.	36587A	over issued credit for office	04/06/2023	3.50	.00	3.50	55483	04/13/2023
		36587A	over issued credit for office	04/06/2023	7.57	.00	7.57	55483	04/13/2023
		36943.1	office supplies-admin	03/30/2023	5.83	.00	5.83	55483	04/13/2023
		37010	battery for battery back-up-	04/03/2023	50.00	.00	50.00	55548	04/27/2023
		37012.1	chair mat-PW	04/04/2023	158.67	.00	158.67	55548	04/27/2023
		37124	chair mat for parks	04/12/2023	158.67	.00	158.67	55548	04/27/2023
		37150	stamp for P&Z-admin	04/19/2023	33.06	.00	33.06	55548	04/27/2023
Total 5633:					417.30	.00	417.30		
5681	Innermountain Dist. Co.	6009020	floor cleaner-comm ctr	03/30/2023	46.00	.00	46.00	55549	04/27/2023
Total 5681:					46.00	.00	46.00		
5836	JAMS	ID 33042-MA	legals services for Filing 11	04/07/2023	2,326.25	.00	2,326.25	55484	04/13/2023
Total 5836:					2,326.25	.00	2,326.25		
6002	Journey Home Animal Car	132	kennel expenes 03.01-03.3	04/12/2023	930.00	.00	930.00	55550	04/27/2023
Total 6002:					930.00	.00	930.00		
6063	Keller, Rachel	SPRING BR	spring break march 27, 28.	04/10/2023	60.00	.00	60.00	55485	04/13/2023
Total 6063:					60.00	.00	60.00		
6479	Lehman, Jessica	DRUM CLAS	drum class 04.20.2023-rec	04/20/2023	84.00	.00	84.00	55551	04/27/2023
Total 6479:					84.00	.00	84.00		
6500	LeMoine & Graves, P.C.	7393	03/2023 prosecutor fee-mu	03/28/2023	560.00	.00	560.00	55486	04/13/2023
Total 6500:					560.00	.00	560.00		
6537	Lexipol LLC	INVLEX1519	annual policy updates-ps	03/03/2023	3,503.67	.00	3,503.67	55487	04/13/2023
Total 6537:					3,503.67	.00	3,503.67		
6693	Lowes Business Acct/GEC	033027 6 04/	materials for roof repair, dr	04/17/2023	154.84	.00	154.84	55552	04/27/2023
		033027 6 04/	materials for roof repair @	04/17/2023	14.77	.00	14.77	55552	04/27/2023
		033027 6 04/	security camera stickers-co	04/17/2023	28.68	.00	28.68	55552	04/27/2023
		033027 6 04/	irrigation parts for KSE hed	04/17/2023	4.36	.00	4.36	55552	04/27/2023



Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		033027 6 04/	top soil for soccer field, par	04/17/2023	51.12	.00	51.12	55552	04/27/2023
		033027 6 04/	spray paint, wasp spray, tap	04/17/2023	202.99	.00	202.99	55552	04/27/2023
		033027 6 04/	tool box for new truck-stree	04/17/2023	379.05	.00	379.05	55552	04/27/2023
		033027 6 04/	returned tool box for new tr	04/17/2023	379.05-	.00	379.05-	55552	04/27/2023
		033027 6 04/	late fees credited to acct	04/17/2023	29.00-	.00	29.00-	55552	04/27/2023
		033027 6 04/	pipe fittings CVRPS-wtp	04/17/2023	40.68	.00	40.68	55552	04/27/2023
		033027 6 04/	paint & supplies-wwtp	04/17/2023	302.30	.00	302.30	55552	04/27/2023
		033027 6 04/	great stuff foam-wwtp	04/17/2023	13.05	.00	13.05	55552	04/27/2023
		033027 6 04/	electrical outlet-wwtp	04/17/2023	47.49	.00	47.49	55552	04/27/2023
		033027 6 04/	parts & shelf for lab-wwtp	04/17/2023	213.99	.00	213.99	55552	04/27/2023
		033027 6 04/	electrial parts for lab-wwtp	04/17/2023	12.34	.00	12.34	55552	04/27/2023
		033027 6 04/	electrical parts-wwtp	04/17/2023	463.88	.00	463.88	55552	04/27/2023
		Total 6693:			1,521.49	.00	1,521.49		
7009	Maurer Miller, Amanda	170	04.2023 judge fee - court	04/10/2023	1,000.00	.00	1,000.00	55488	04/13/2023
		Total 7009:			1,000.00	.00	1,000.00		
7109	MCPH Regional Lab	798-23	bac-t test-water	04/04/2023	20.00	.00	20.00	55489	04/13/2023
		799-23	bac-t test-water	04/04/2023	22.00	.00	22.00	55489	04/13/2023
		800-23	bac-t test-water	04/04/2023	20.00	.00	20.00	55489	04/13/2023
		801-23	bac-t test-water	04/04/2023	20.00	.00	20.00	55489	04/13/2023
		925-23	bac-t test-water	04/18/2023	20.00	.00	20.00	55553	04/27/2023
		926-23	bac-t test-water	04/18/2023	20.00	.00	20.00	55553	04/27/2023
		927-23	bac-t test-water	04/18/2023	20.00	.00	20.00	55553	04/27/2023
		Total 7109:			142.00	.00	142.00		
7345	Micro Plastics	144199	BMF logo design-rec	04/12/2023	50.00	.00	50.00	55554	04/27/2023
		Total 7345:			50.00	.00	50.00		
7373	Middle Colorado Watershe	2023 CONTR	2023 contribution-wtr	04/01/2023	1,250.00	.00	1,250.00	55490	04/13/2023
		2023 CONTR	2023 contribution-w/water	04/01/2023	1,250.00	.00	1,250.00	55490	04/13/2023
		Total 7373:			2,500.00	.00	2,500.00		
7633	Mountain View Tree Farm	43268	tree for 2023 Arbor Day cel	04/10/2023	424.50	.00	424.50	55491	04/13/2023
		Total 7633:			424.50	.00	424.50		
7637	Mountain Waste & Recyclin	5215254	03/2023 residential trash s	03/31/2023	48,133.08	.00	48,133.08	55492	04/13/2023
		5216892V32	03/2023 trash-town hall	03/31/2023	36.87	.00	36.87	55492	04/13/2023
		5216892V32	03/2023 trash-comm ctr	03/31/2023	153.20	.00	153.20	55492	04/13/2023
		5216892V32	03/2023 trash-pwf	03/31/2023	337.18	.00	337.18	55492	04/13/2023
		5216892V32	03/2023 porta jons-w/wtr	03/31/2023	1,065.12	.00	1,065.12	55492	04/13/2023
		5216892V32	03/2023 trash-w/wtr	03/31/2023	124.88	.00	124.88	55492	04/13/2023
		Total 7637:			49,850.33	.00	49,850.33		
7733	Munro Companies Inc.	449148	irrigation pump for upper Al	03/31/2023	872.36	.00	872.36	55493	04/13/2023
		449149	irrigation pump for Wagon	03/31/2023	872.36	.00	872.36	55493	04/13/2023
		449219	smart box for Wagon Whee	04/03/2023	358.61	.00	358.61	55493	04/13/2023
		449220	smart box for Wagon Whee	04/03/2023	358.61	.00	358.61	55493	04/13/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 7733:					2,461.94	.00	2,461.94		
7850	NCSI SportsEngine, Inc	30326	background checks for you	03/01/2023	35.00	.00	35.00	55494	04/13/2023
		32276	background checks for wre	04/01/2023	52.50	.00	52.50	55494	04/13/2023
Total 7850:					87.50	.00	87.50		
8050	Nichols, Kathryn A	POTTERY 04	Pottery class 04.07.2023-r	04/07/2023	70.00	.00	70.00	55495	04/13/2023
		POTTERY A	Pottery class 04.21.2023-r	04/21/2023	84.00	.00	84.00	55555	04/27/2023
Total 8050:					154.00	.00	154.00		
8357	Paper Wise	000151-R-00	doc shredding-admin	04/01/2023	60.00	.00	60.00	55496	04/13/2023
Total 8357:					60.00	.00	60.00		
8361	Pappas, Richard	VIN INSPEC	reimb for VIN inspection-ps	04/14/2023	30.00	.00	30.00	55556	04/27/2023
Total 8361:					30.00	.00	30.00		
8609	Pinnacol Assurance	21252315	workers comp ins-b&p	04/10/2023	143.54	.00	143.54	55497	04/13/2023
		21252315	workers comp ins-admin	04/10/2023	395.90	.00	395.90	55497	04/13/2023
		21252315	2022 audit rebate-OR wc in	04/10/2023	135.00-	.00	135.00-	55497	04/13/2023
		21252315	workers comp ins-public sa	04/10/2023	1,093.29	.00	1,093.29	55497	04/13/2023
		21252315	workers comp ins-muni ct	04/10/2023	21.62	.00	21.62	55497	04/13/2023
		21252315	workers comp ins-town mai	04/10/2023	41.75	.00	41.75	55497	04/13/2023
		21252315	workers comp ins-rec	04/10/2023	277.14	.00	277.14	55497	04/13/2023
		21252315	workers comp ins-parks	04/10/2023	320.48	.00	320.48	55497	04/13/2023
		21252315	workers comp ins-sts	04/10/2023	337.37	.00	337.37	55497	04/13/2023
		21252315	workers comp ins-water	04/10/2023	499.91	.00	499.91	55497	04/13/2023
		21252315	workers comp claim deduct	04/10/2023	568.19	.00	568.19	55497	04/13/2023
		21252315	workers comp ins-w/water	04/10/2023	511.00	.00	511.00	55497	04/13/2023
Total 8609:					4,075.19	.00	4,075.19		
8641	Pitney Bowes - Purchase P	04082023	postage-b&p	04/08/2023	28.20	.00	28.20	4152023	04/13/2023
		04082023	postage-admin	04/08/2023	29.60	.00	29.60	4152023	04/13/2023
		04082023	postage-ps	04/08/2023	21.80	.00	21.80	4152023	04/13/2023
		04082023	postage-muni ct	04/08/2023	13.45	.00	13.45	4152023	04/13/2023
		04082023	postage-rec ctr	04/08/2023	4.62	.00	4.62	4152023	04/13/2023
		04082023	postage-sts	04/08/2023	4.63	.00	4.63	4152023	04/13/2023
		04082023	postage-wtr	04/08/2023	23.85	.00	23.85	4152023	04/13/2023
		04082023	postage-w/water	04/08/2023	23.85	.00	23.85	4152023	04/13/2023
Total 8641:					150.00	.00	150.00		
8646	SunCentral	1B2923A4	02/2023 solar-admin	03/30/2023	38.18	.00	38.18	55508	04/13/2023
		1B2923A4	02/2023 solar-rec	03/30/2023	124.76	.00	124.76	55508	04/13/2023
		1B2923A4	02/2023 solar-pks	03/30/2023	29.17	.00	29.17	55508	04/13/2023
		1B2923A4	02/2023 solar-sts	03/30/2023	49.01	.00	49.01	55508	04/13/2023
		1B2923A4	02/2023 solar-street lights	03/30/2023	144.26	.00	144.26	55508	04/13/2023
		1B2923A4	02/2023 solar-Town Hall-wt	03/30/2023	38.18	.00	38.18	55508	04/13/2023
		1B2923A4	02/2023 solar-wtp	03/30/2023	1,605.41	.00	1,605.41	55508	04/13/2023
		1B2923A4	02/2023 solar-raw water	03/30/2023	431.53	.00	431.53	55508	04/13/2023
		1B2923A4	02/2023 solar-Town Hall-w/	03/30/2023	38.18	.00	38.18	55508	04/13/2023
		1B2923A4	02/2023 solar-wwtp	03/30/2023	3,445.47	.00	3,445.47	55508	04/13/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		1B2923A4	02/2023 solar-south utilities	03/30/2023	36.67	.00	36.67	55508	04/13/2023
Total 8646:					5,980.82	.00	5,980.82		
8677	Polen, Matthew & Nicole	INDEED 770	reimb for indeed premium r	03/31/2023	38.00	.00	38.00	55557	04/27/2023
Total 8677:					38.00	.00	38.00		
8733	Potestio Brothers Equipme	21715P	verti-cutter 2000 for parks-	04/05/2023	12,660.24	.00	12,660.24	55498	04/13/2023
		21716P	SmithCo aerator for parks-	04/05/2023	12,968.95	.00	12,968.95	55498	04/13/2023
Total 8733:					25,629.19	.00	25,629.19		
9389	Rivendell Sod Farm	10002769	grass seed for soccer fields	03/30/2023	63.00	.00	63.00	55499	04/13/2023
		10002800	native seed-Red Rocks Dit	04/11/2023	1,461.60	.00	1,461.60	55499	04/13/2023
Total 9389:					1,524.60	.00	1,524.60		
9469	Roaring Fork Mountain Bik	2023-002	contribution for Burning Mt	04/04/2023	30,000.00	.00	30,000.00	55500	04/13/2023
Total 9469:					30,000.00	.00	30,000.00		
9945	Schmueser, Gordon, Meyer	93128A-354	03/2023 eng servcies-Long	03/30/2023	448.00	.00	448.00	55501	04/13/2023
		93128A-354	03/20203 eng services-revi	03/30/2023	672.00	.00	672.00	55501	04/13/2023
		93128A-354	03/2023 eng services-Faas	03/30/2023	448.00	.00	448.00	55501	04/13/2023
		93128A-354	03/2023 eng services-CR3	03/30/2023	560.00	.00	560.00	55501	04/13/2023
		93128A-354	03/2023 eng services-Colu	03/30/2023	1,120.00	.00	1,120.00	55501	04/13/2023
		93128A-354	03/2023 eng services-Elk	03/30/2023	336.00	.00	336.00	55501	04/13/2023
		93128A-354	03/2023 eng services-Sout	03/30/2023	3,167.00	.00	3,167.00	55501	04/13/2023
		93128A-354	03/2023 eng services-Raw	03/30/2023	5,844.50	.00	5,844.50	55501	04/13/2023
		93128A-354	03/2023 eng services-Dige	03/30/2023	1,061.00	.00	1,061.00	55501	04/13/2023
Total 9945:					13,656.50	.00	13,656.50		
9952	Schoeppner, Paul Ryan	PEE WEE W	2023 Pee Wee Wrestling-r	04/10/2023	1,595.71	.00	1,595.71	55502	04/13/2023
		WRESTLING	CRHS pee wee wrestling in	03/13/2023	1,218.75	.00	.00	55436	Multiple
		WRESTLING	CRHS pee wee wrestling in	03/13/2023	1,218.75-				
Total 9952:					1,595.71	.00	1,595.71		
10139	Sijaric, Jessica	SOUND BAT	Sound Bath class 04.07.20	04/10/2023	630.00	.00	630.00	55504	04/13/2023
Total 10139:					630.00	.00	630.00		
10382	Source Office & Technolog	PINV074867	office supplies-rec	04/20/2023	195.68	.00	195.68	55559	04/27/2023
Total 10382:					195.68	.00	195.68		
10423	Speedy, Julia K.	TINY DANCE	Tiny Dancer-Mar 10,17,31.	04/10/2023	210.00	.00	210.00	55505	04/13/2023
Total 10423:					210.00	.00	210.00		
10694	Sturgeon Electric	ROW 2022	refund right-of-way deposit	03/31/2023	1,080.00	.00	1,080.00	55506	04/13/2023
Total 10694:					1,080.00	.00	1,080.00		
10696	Suarez, Gabe	REFUND BB	refund for Adult Bball Leag	04/05/2023	400.00	.00	400.00	55507	04/13/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 10696:					400.00	.00	400.00		
10879	Texas Life Insurance Comp	SM0F2R202	04/2023 premium - supp lif	04/14/2023	11.95	.00	11.95	55560	04/27/2023
Total 10879:					11.95	.00	11.95		
10981	Timber Line Elect. & Contr	21804	moscad radio upgrade to A	03/28/2023	29,750.00	.00	29,750.00	55509	04/13/2023
		21804	moscad radio upgrade to A	03/28/2023	29,750.00	.00	29,750.00	55509	04/13/2023
		21814	I Global Care software ren	04/11/2023	2,570.00	.00	2,570.00	55561	04/27/2023
Total 10981:					62,070.00	.00	62,070.00		
11135	Trevizo, Mirelia	APRIL 2023-	comm ctr cleaning-04.16,0	04/24/2023	225.00	.00	225.00	55562	04/27/2023
		MAR APR 20	comm ctr cleaning-04.02,0	04/10/2023	150.00	.00	150.00	55510	04/13/2023
Total 11135:					375.00	.00	375.00		
11150	Tri-Tech Forensics, Inc	00859918	equipment- blood kits-ps	03/29/2023	61.18	.00	61.18	55511	04/13/2023
Total 11150:					61.18	.00	61.18		
11285	Upper Case Printing, Ink	297	04/2023 newsletter-admin	04/07/2023	170.10	.00	170.10	55563	04/27/2023
Total 11285:					170.10	.00	170.10		
11321	USA Bluebook	308988	lab supplies-wwtp	03/23/2023	275.15	.00	275.15	55512	04/13/2023
		311901	DO probe-wwtp	03/27/2023	3,169.80	.00	3,169.80	55512	04/13/2023
		315135	lab tests-wtp	03/29/2023	1,357.01	.00	1,357.01	55512	04/13/2023
Total 11321:					4,801.96	.00	4,801.96		
11322	USA Containers LLC	298634	conex box - per capital co	03/31/2023	4,106.00	.00	4,106.00	55444	04/04/2023
Total 11322:					4,106.00	.00	4,106.00		
11345	Utility Notification Center-C	223030969	03/2023 locates-wtr	03/31/2023	12.90	.00	12.90	55513	04/13/2023
		223030969	03/2023 locates-w/wtr	03/31/2023	12.90	.00	12.90	55513	04/13/2023
Total 11345:					25.80	.00	25.80		
11385	Valley Lumber Company	2211-296222	credit for duplicate pymt-cr	03/01/2023	39.99-	.00	39.99-	55514	04/13/2023
		2303-045409	drywall anchors for Town H	03/22/2023	12.40	.00	12.40	55514	04/13/2023
		2303-045998	materials for roof repair @	03/23/2023	20.95	.00	20.95	55514	04/13/2023
		2303-048964	pest control & grease gun f	03/30/2023	29.98	.00	29.98	55514	04/13/2023
		2304-051030	piant for Red Rocks Ditch p	04/04/2023	23.97	.00	23.97	55514	04/13/2023
Total 11385:					47.31	.00	47.31		
11493	Verizon Wireless	9931646680	04/2023 cell phones-b&p	04/03/2023	91.41	.00	91.41	55515	04/13/2023
		9931646680	04/2023 cell phones-admin	04/03/2023	101.48	.00	101.48	55515	04/13/2023
		9931646680	04/2023 cell phones-ps	04/03/2023	456.66	.00	456.66	55515	04/13/2023
		9931646680	04/2023 cell phones-rec	04/03/2023	90.75	.00	90.75	55515	04/13/2023
		9931646680	04/2023 cell phones-pks	04/03/2023	152.22	.00	152.22	55515	04/13/2023
		9931646680	04/2023 cell phones-sts	04/03/2023	101.48	.00	101.48	55515	04/13/2023
		9931646680	04/2023 cell phones-water	04/03/2023	312.96	.00	312.96	55515	04/13/2023



Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 11493:					1,306.96	.00	1,306.96		
11657	Ware & Hinds Ditch Assn.	1174	2023 water shares-shareho	03/14/2023	208.00	.00	208.00	55516	04/13/2023
Total 11657:					208.00	.00	208.00		
11701	Wash-By U, Inc.	MARCH 202	03/2023 car washes-ps	03/31/2023	70.53	.00	70.53	55517	04/13/2023
Total 11701:					70.53	.00	70.53		
11918	Western Slope Pilates	0008	fitness classes-02.27,03.01	03/14/2023	30.00	.00	30.00	55518	04/13/2023
		0008	fitness classes-02.27,03.01	03/14/2023	30.00	.00	30.00	55518	04/13/2023
		0008	fitness classes-02.27,03.01	03/14/2023	30.00	.00	30.00	55518	04/13/2023
		0008	fitness classes-02.27,03.01	03/14/2023	30.00	.00	30.00	55518	04/13/2023
		0008	fitness classes-02.27,03.01	03/14/2023	30.00	.00	30.00	55518	04/13/2023
		0008	fitness classes-02.27,03.01	03/14/2023	30.00	.00	30.00	55518	04/13/2023
		0009	fitness classes-03.13,03.15	03/29/2023	30.00	.00	30.00	55518	04/13/2023
		0009	fitness classes-03.13,03.15	03/29/2023	30.00	.00	30.00	55518	04/13/2023
		0009	fitness classes-03.13,03.15	03/29/2023	30.00	.00	30.00	55518	04/13/2023
		0009	fitness classes-03.13,03.15	03/29/2023	30.00	.00	30.00	55518	04/13/2023
		0009	fitness classes-03.13,03.15	03/29/2023	30.00	.00	30.00	55518	04/13/2023
		0009	fitness classes-03.13,03.15	03/29/2023	30.00	.00	30.00	55518	04/13/2023
		0010	fitness classes-04.03,04.05	04/12/2023	22.50	.00	22.50	55518	04/13/2023
		0010	fitness classes-04.03,04.05	04/12/2023	22.50	.00	22.50	55518	04/13/2023
		0010	fitness classes-04.03,04.05	04/12/2023	22.50	.00	22.50	55518	04/13/2023
		0010	fitness classes-04.03,04.05	04/12/2023	22.50	.00	22.50	55518	04/13/2023
		0010	fitness classes-04.03,04.05	04/12/2023	22.50	.00	22.50	55518	04/13/2023
		0010	fitness classes-04.03,04.05	04/12/2023	22.50	.00	22.50	55518	04/13/2023
Total 11918:					495.00	.00	495.00		
12185	XCel Energy	821823268	03/2023 utilities-sts	03/29/2023	543.16	.00	543.16	55564	04/27/2023
		821823268	03/2023 utilities-raw water	03/29/2023	313.25	.00	313.25	55564	04/27/2023
Total 12185:					856.41	.00	856.41		
12193	Xpress Bill Pay	72863	03/2023 cc fees-water	03/31/2023	341.30	.00	341.30	4052023	04/13/2023
		72863	03/2023 cc fees-w/water	03/31/2023	341.31	.00	341.31	4052023	04/13/2023
Total 12193:					682.61	.00	682.61		
12213	Broadvoice	453271	04/2023 phone svc-admin	04/04/2023	338.25	.00	338.25	55458	04/13/2023
		453271	04/23 phone svc-ps	04/04/2023	142.30	.00	142.30	55458	04/13/2023
		453271	04/23 phone svc-rec	04/04/2023	87.57	.00	87.57	55458	04/13/2023
		453271	04/23 phone svc-pks	04/04/2023	65.68	.00	65.68	55458	04/13/2023
		453271	04/23 phone svc-sts	04/04/2023	65.68	.00	65.68	55458	04/13/2023
		453271	04/23 phone svc-wtr	04/04/2023	269.00	.00	269.00	55458	04/13/2023
		453271	04/23 phone svc-w/wtr	04/04/2023	269.00	.00	269.00	55458	04/13/2023
Total 12213:					1,237.48	.00	1,237.48		
12233	Your Parts Haus	698416	grease for irrigation pumps	03/30/2023	19.98	.00	19.98	55520	04/13/2023
		699049	spark plugs & lights for trail	04/05/2023	47.17	.00	47.17	55520	04/13/2023
		699543	wheel seal for flat bed traile	04/10/2023	34.76	.00	34.76	55520	04/13/2023
		699546	brake cleaner-parks	04/10/2023	10.98	.00	10.98	55520	04/13/2023
		700113	gas cap for fuel tank on trai	04/14/2023	28.55	.00	28.55	55565	04/27/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		700114	plug for trailer-parks	04/14/2023	17.64	.00	17.64	55565	04/27/2023
		700115	gas cans & spout-parks	04/14/2023	60.32	.00	60.32	55565	04/27/2023
	Total 12233:				219.40	.00	219.40		
12269	Zancanella and Associates,	29262	02/2023 eng acctg-water	03/10/2023	111.00	.00	111.00	55521	04/13/2023
	Total 12269:				111.00	.00	111.00		
12374	ProVelocity	38328	computers for Facility Secu	03/17/2023	4,785.00	.00	4,785.00	4162023	04/27/2023
		38339	1 laptop, 1 desk top for Co	03/28/2023	3,328.85	.00	3,328.85	4122023	04/13/2023
		38339	3 new towers-admin	03/28/2023	4,155.00	.00	4,155.00	4122023	04/13/2023
		38339	1 new tower-water	03/28/2023	1,477.84	.00	1,477.84	4122023	04/13/2023
		38339	3 new towers-w/water	03/28/2023	4,433.31	.00	4,433.31	4122023	04/13/2023
		38586	IT support svcs-b&p	04/01/2023	562.69	.00	562.69	4142023	04/13/2023
		38586	IT support svcs-admin	04/01/2023	670.17	.00	670.17	4142023	04/13/2023
		38586	IT support svcs-ps	04/01/2023	606.95	.00	606.95	4142023	04/13/2023
		38586	IT support svcs-rec	04/01/2023	638.56	.00	638.56	4142023	04/13/2023
		38586	IT support svcs-pks	04/01/2023	562.69	.00	562.69	4142023	04/13/2023
		38586	IT support svcs-sts	04/01/2023	682.82	.00	682.82	4142023	04/13/2023
		38586	IT support svcs-wtr	04/01/2023	1,302.41	.00	1,302.41	4142023	04/13/2023
		38586	IT support svcs-w/wtr	04/01/2023	1,296.11	.00	1,296.11	4142023	04/13/2023
	Total 12374:				24,502.40	.00	24,502.40		
12449	Holton, Jennifer	TAI CHI MAR	tai chi thru 03.30.2023-rec	04/10/2023	112.50	.00	112.50	55479	04/13/2023
	Total 12449:				112.50	.00	112.50		
12794	Xerox Financial Services	4103892	copier lease & prints-b&p	04/10/2023	73.16	.00	73.16	55519	04/13/2023
		4103892	copier lease & prints- admi	04/10/2023	73.16	.00	73.16	55519	04/13/2023
		4103892	copier lease & prints-rec	04/10/2023	73.16	.00	73.16	55519	04/13/2023
		4103892	copier lease & prints-water	04/10/2023	73.16	.00	73.16	55519	04/13/2023
		4103892	copier lease & prints-w/wat	04/10/2023	73.15	.00	73.15	55519	04/13/2023
		4103893	copier lease & prints- polic	04/10/2023	212.17	.00	212.17	55519	04/13/2023
	Total 12794:				577.96	.00	577.96		
12800	Anchondo, Denis	REFUND AP	deposit refund for 04.15.20	04/16/2023	350.00	.00	350.00	55527	04/27/2023
	Total 12800:				350.00	.00	350.00		
12854	Shaw, Candice	SPRING BR	Spring break activity days-	04/10/2023	120.00	.00	120.00	55503	04/13/2023
	Total 12854:				120.00	.00	120.00		
	Grand Totals:				778,232.93	.00	778,232.93		

1 **New Castle Town Council Regular Meeting**  
2 **Tuesday, April 04, 2023, 7:00 PM**  
3  
4

5 **Virtual Meetings are subject to internet and technical capabilities.**  
6

7 To join by computer, smart phone or tablet:

8 <https://us02web.zoom.us/j/7096588400>

9 If you prefer to telephone in:

10 **Please call: 1-346-248-7799**

11 **Meeting ID: 709 658 8400**  
12

13 **Follow the prompts as directed. Be sure to set your**  
14 **phone to mute until called on**

15  
16 The Council Packet is available online by scanning this code:  
17 or by going to [www.newcastlecolorado.org](http://www.newcastlecolorado.org)  
18



19 **Call to Order**

20 Mayor A Riddile called the meeting to order at 7:00 p.m.  
21

22 **Pledge of Allegiance**  
23

24 **Roll Call**

25 Present	Councilor Mariscal
	Councilor Carey
	Councilor Hazleton
	Mayor A Riddile
	Councilor Copeland
	Councilor Leland (virtual)
	Councilor G Riddile
32 Absent	None

33

34 Also present at the meeting were Town Administrator Dave Reynolds, Town Clerk Melody  
35 Byram, Town Treasurer Loni Burk, Assistant Town Clerk Viktoriya Ehlers and members of  
36 the public.  
37

38 **Meeting Notice**

39 Town Clerk Melody Byram verified that her office gave notice of the meeting in accordance  
40 with Resolution TC 2023-1.  
41

42 **Conflicts of Interest**

43 There were no conflicts of interest.  
44

45 **Agenda Changes**

46 There were no agenda changes.  
47

1 **Citizen Comments on Items not on the Agenda**

2 There were no citizen comments.

3  
4 **Consultant Reports**

5 Consultant Attorney-not present.

6 Consultant Engineer-not present.

7  
8  
9 **Items for Consideration**

10  
11 **Parkinson's Awareness Proclamation**

12 Mayor A Riddile read the proclamation into the record. He greeted the guests in the  
13 audience who were present for the proclamation and asked them to introduce themselves.  
14 Karen and Dave Langhorst. Mrs. Langhorst said that her husband had been a Parkinson's  
15 patient for 11 years. She thanked the council and Town for their support because there  
16 were too many who did not know there was support.

17 Mrs. Langhorst said there was a local support group that met every other month at the  
18 Baptist Church in New Castle, and they met in Glenwood Springs at the Lutheran Church  
19 the opposite months. Mrs. Langhorst said they were also trying to put together a  
20 Carbondale group as well. She said there were between 20 and 30 people that met each  
21 month. Mrs. Langhorst said that she will be at the City Market passing out information to  
22 raise awareness and to let people know there was support because there were many who  
23 did not know. In addition, there will be a Vitality Walk in Willits and a 5k run in Basalt to  
24 raise money and awareness for Parkinson's.

25 The council suggested that the group consider a booth at the community market during  
26 the summer, and that perhaps information could be added as a resource to the town  
27 website.

28 The council thanked Mrs. Langhorst and the other guests.

29  
30  
31 **Arbor Day Proclamation**

32 Mayor A Riddile read the proclamation into the record.

33  
34  
35 **Discussion: Low-Speed Vehicles**

36 Town Administrator Dave Reynolds reminded the council that former council member  
37 Scott Owens came to council asking a way to make golf carts in Lakota Canyon Ranch. He  
38 said that council was split that night so staff brought it back for further discussion.

39 Administrator Reynolds said that staff had done more research on it, and noted that Mr.  
40 Owens' request may be moot. He said that the federal government some years ago  
41 legalized something called low-speed vehicles. This was in response to the oil embargo in  
42 the 1970s where people were trying to find new ways to get around town without using  
43 oil, and golf carts began showing up as well as mopeds and electric scooters. The federal  
44 highway administration decided to create a new category of low-speed vehicles (LSVs)  
45 that were distinguished from golf carts. This cleared the path for manufacturers to  
46 understand how to build a federally approved vehicle with a VIN number. He said that  
47 Colorado legalized low-speed vehicles in 2009 which can be driven throughout Colorado



1 on any road with a speed limit of 35mph or less. They must be registered and insured as  
2 any other vehicle would be. Drivers must have a valid driver's license and include safety  
3 equipment, much like what Mr. Owens was proposing in adapting golf carts for street use.  
4 The safety equipment includes a solid windshield, headlights, taillights, seat belts, turn  
5 signals and a parking brake.

6 Administrator Reynolds said that the question was not whether to allow golf carts in  
7 Lakota because LSVs were already legal and had been legal in Colorado and New Castle  
8 for quite some time.

9 Administrator Reynolds said that New Castle could regulate LSVs only in limiting what  
10 roads they could be driven on. He said the only road currently that they could not be on  
11 was the small stretch of road on the east end of Main Street where the speed went to 45  
12 mph, as well as the section of road heading out of town, east of the Castle Valley  
13 Boulevard and Highway 6 intersection.

14 Administrator Reynolds described the different versions of LSVs available.

15 Administrator Reynolds said that he was not sure it made sense to allow golf carts in  
16 Lakota, because LSVs were already allowed. He said the council could continue to  
17 consider golf carts, but they would have to implement all the same rules on golf carts that  
18 already apply to LSVs.

19 Mayor A Riddile said that he felt like the question was answered regarding golf carts.

20 Councilor Carey appreciated that staff had done the research on LSVs which she felt were  
21 better than golf carts, but she was still concerned about safety on Castle Valley Boulevard  
22 since it was the truck route through town.

23 The council agreed that until they saw issues related to LSVs there was likely nothing else  
24 for them to do at the moment, and that the LSV law satisfied the golf cart issue.

25  
26  
27 **Consider Ordinance TC 2023-1, an Ordinance of the New Castle Town Council**  
28 **Amending Section 16.12.120 of the New Castle Municipal Code (2nd reading)**

29 Administrator Reynolds told the council that staff had made one grammatical error and  
30 filled in the fines as discussed previously.

31 **MOTION: Mayor A Riddile made a motion to approve Ordinance TC 2023-1, an**  
32 **Ordinance of the New Castle Town Council Amending Section 16.12.120 of the**  
33 **New Castle Municipal Code on 2nd reading. Councilor G Riddile seconded the**  
34 **motion and it passed on a roll-call vote: Councilor Leland: yes; Councilor G**  
35 **Riddile: yes; Councilor Mariscal: yes; Councilor Carey: yes; Councilor Copeland:**  
36 **yes; Councilor Hazelton: yes; Mayor A Riddile: yes.**

37  
38  
39 **Discussion: Lakota Canyon Ranch Recreation Center and Pool Use Policies**

40 Administrator Reynolds said that the discussion was a requested item to answer some  
41 concerns regarding the pool policies at the Lakota Canyon Ranch recreation center. He  
42 introduced HOA president Mark McDonald, and HOA board members Loran Randles and  
43 Michael Brown.

44 Administrator Reynolds said that during a previous council meeting when there had been  
45 a discussion regarding golf carts in Lakota, the question was raised about the pool and  
46 why it had gone from private to public and back to private use. He said that the council

1 had received a letter from Mr. Randles that addressed it, but they were present to answer  
2 any unanswered questions that the council had.

3 Administrator Reynolds invited the HOA members to describe the history of the situation  
4 with the Lakota Recreation center and pool. Mr. McDonald said that he was not familiar  
5 with any other HOA communities whose pool was open to the public. Generally speaking,  
6 he said that was an amenity for the residents of the HOA. He said that Warrior bought the  
7 property and had a different way of running Lakota. He said they did what they could to  
8 pull money out of the subdivision and very little money was invested in the care of Lakota,  
9 particularly the golf course. Mr. McDonald said at the end they did not even have money  
10 for gas for the golf carts.

11 Mr. McDonald said that Warrior then forced the HOA to purchase the recreation center and  
12 pool, and it was not an option for the HOA. The covenants and declarations of Lakota said  
13 that the Board of Directors, which at the time was completely controlled by Warrior, could  
14 say they would purchase the property. Initially the price was 1.6 million dollars, but it was  
15 negotiated down substantially, and whether the HOA wanted to buy the property or not  
16 was not an option. Mr. McDonald said that once the HOA took the property over, they  
17 became aware of the disrepair the property was truly in. He said that the HOA had spent  
18 quite a bit of money replacing the boilers, tiles, furniture, even light bulbs. Mr. McDonald  
19 said that the homeowner dues went up about \$600.00 per year, and those funds were  
20 dedicated to maintaining the recreation center and pool. He said that there had been a  
21 discussion with the homeowners at the time about continuing using the pool as a 'cash  
22 cow' as Warrior called it and allowing it to be open to the public. He asked Mr. Randles to  
23 speak to it since he was not living in Lakota at the time.

24 Mr. Randles said that Warrior had opened the pool to everyone, not just the community  
25 that was paying for it. He felt that the difficulty was that any time something was taken  
26 away, there was resentment. He said that there were people using the pool that did not  
27 live in Lakota who were very responsible, and then there were others who were not so  
28 responsible. There was damage, trash and some rough days. He said that when the HOA  
29 bought the pool and rec center, HOA dues more than tripled, and the concern was that  
30 the residents needed to be guaranteed that they would have a place at the pool and in the  
31 gym since they owned it and were paying the mortgage on it. Mr. Randles said that he  
32 knew there had been some resentment about it and he felt concern for how it was viewed.  
33 Nonetheless, there were no other HOA communities that opened their pool to the public  
34 because it was not practical. Mr. McDonald added that there will be more residents coming  
35 with the Romero and Colombo properties being built. He said that the pool, because of its  
36 size, was almost functionally obsolete and he expected that the HOA will have to look at  
37 an expansion in the future.

38 Mr. McDonald said that they were not trying to be an exclusive environment in Lakota,  
39 rather they were trying to be a good part of the New Castle community, and he said that  
40 he worried that town council has a bit of a resentful attitude towards them because of the  
41 discussion that took place previously. He said he would like to move on past the pool  
42 issue, and he wanted the town council to embrace Lakota as an important part of the  
43 community, its growth. He said there was obviously a lot of support for New Castle from  
44 Lakota in volunteerism and support and will likely be the town's biggest growth potential  
45 in the next decade.

46 Mr. Randles said that the letter that he sent explaining the pool issue was intended to arm  
47 the town council with information when someone complained to them about why they

1 could use the pool. He said that they at least had information they could share. Mr.  
2 Randles said that many of the Lakota residents were supporters of the town and  
3 volunteered in the community and for the town. He said that Lakota residents were  
4 members of New Castle and he hoped that others would see and share that same view.  
5 Councilor Leland said that at the previous meeting he had mentioned the pool at the last  
6 meeting, but he had not intended to suggest he or the council was resentful, rather, it  
7 was what the council members heard from non-Lakota residents, and it was a problem.  
8 Councilor Leland said that the HOA's rationale made perfect sense, but not everyone knew  
9 that, and he was not certain how to make them aware. He said there were a lot of  
10 misperceptions in town about a lot of things and said that if anyone had ideas about how  
11 the council could provide proper information to the residents, they welcomed the  
12 assistance. He further noted that he sat on council at the time Warrior did what they had  
13 done to the HOA, and he and the other seated council members at the time were very  
14 supportive of the HOA, but also were concerned about what it would mean for the  
15 residents. Mr. McDonald said that he felt it was not a great idea to publicize the issue  
16 again and reopen the wound. He said that he wanted the council to understand that  
17 Lakota was part of the community and contribute and wanted to be known as that. He  
18 said that the pool issue was what it was, and they did the best they could to allow people  
19 to visit the pool with their friends. He said that the HOA wanted to let the council know  
20 they were feeling a negative vibe after the last meeting, and he hoped there would be a  
21 way to repair that problem and then perhaps the council could understand and relay  
22 proper information to those people who were bringing it up which could be helpful in  
23 terms of calming down the issue.

24 Councilor Carey thanked Mr. McDonald and Mr. Randles for sharing the information and  
25 noted that it was likely a difficult decision. She said she was aware of HOAs who opened  
26 their pools to neighborhoods with residents in the thousands, so they did exist, just  
27 perhaps not in Colorado. Councilor Carey said that the golf cart issue and the LSV issue  
28 were in no way related to the pool. She said that she could see where the negative  
29 attitude came in and she was sorry it happened that way. Councilor Carey said that  
30 regardless of the difficult decision that had to be made, unintentional damage was still  
31 done, and she could not really see a value in broadcasting the issue again and  
32 aggravating something that was almost settled. Councilor Carey said that she felt that  
33 the attitude about Lakota may remain nonetheless, which was unfortunate.

34 Mr. Randles said that regarding the golf cart item, there was only one person that was  
35 pushing that issue, and he knew of no other Lakota residents that were even interested.  
36 Regarding the pool, Mr. Randles said that he did not believe the HOA could manage the  
37 pool if it was open to everyone.

38 Councilor Hazelton said that he did not feel resentful of the decision, but disagreed with it,  
39 and how it was handled. He felt the HOA could have explored more options to make it a  
40 community-accessible pool. Councilor Hazelton said that when he heard about the  
41 situation where the HOA would purchase the property, he thought it was a great  
42 opportunity for the town to be involved, for the community to be able to use the pool and  
43 to offset some of the costs for the HOA. Councilor Hazelton felt that they could have done  
44 more than they had done. Mr. Randles said that the pool at the time Councilor Hazelton  
45 was using it was not in great shape and the HOA had spent close to \$1million dollars  
46 bringing it up to standard. He also said that they did look at other options, and one was  
47 an annual pass, but that would have been about \$600 per year. He also said that the pool

1 was obsolete for the community because it was small. Councilor Hazelton still felt that it  
2 could have been more thoroughly vetted. Mayor A Riddile felt that the discussion was  
3 moot because the decisions regarding public use of the pool had been made. Councilor G  
4 Riddile said that he personally had no resentment about the pool being private although  
5 he could not speak for the residents. He felt that Lakota had been great members of the  
6 community and was sorry there seemed to be a public opinion that was negative.  
7 Administrator Reynolds noted that the town attorneys said that when Lakota was being  
8 built, the council had debated the issue. The council that approved it at the time agreed  
9 that the pool should be private, and the pool was approved through the PUD process as a  
10 private pool and was platted as a private pool. When Warrior acquired the property and  
11 subsequently listed in for sale, Warrior approached the town and gave the town  
12 opportunity to purchase the property. The town passed on it. Other buyers negotiated on  
13 it all while the HOA tried to figure out what to do. Ultimately, the HOA negotiated the  
14 price down, and Warrior was removed from the Board. Administrator Reynolds said that  
15 another problem was insuring the pool. IN the current situation the pool is being insured  
16 by the 'owners' of the pool. If the pool were open to the public, insurance rates are  
17 adjusted differently for the public liability. Funds received from public users would have to  
18 go a long way to cover the extra in insurance premiums to even break even.  
19 Mayor A Riddile thanked Mr. McDonald and Mr. Randles for coming speaking with the  
20 council.

### 21 22 23 **Consent Agenda**

24 March Bills of \$790,015.64

25 **MOTION: Mayor A Riddile made a motion to approve the consent agenda.**  
26 **Councilor Copeland seconded the meeting and it passed unanimously.**  
27

### 28 29 **Staff Reports**

30 Town Administrator – Administrator Reynolds told the council that the motel in town had  
31 been purchased by a franchise and was now the Wingate by Wyndham. He said that was a  
32 great thing when it came to quality monitoring and management, marketing and booking.  
33 He said that the changes were looking really good. Administrator Reynolds said that staff  
34 was looking into a CPW grant for bear things. He said they were in discussion with MWR to  
35 get rates on bear-resistive cans, and the target residents for the cans would be those  
36 without garages. Administrator Reynolds said that one year ago the council dedicated the  
37 Ukraine flag. He said it was tattered and needed to be replaced and he asked if a new one  
38 should be purchased. The council agreed. Administrator Reynolds said that the Chamber  
39 of Commerce had an event coming up called a "Block Party" where they will get together  
40 as many businesses as want to participate to show off what the businesses do.  
41 Administrator Reynolds said that there was a request that the town waive the event  
42 permit fee, which was not much. He said they also asked for a waiver of the liquor license  
43 fee, but the State mandated the fees that towns were allowed to charge, and waiving the  
44 fees wasn't an option. Administrator Reynolds said that he and Public Works Director John  
45 Wenzel were busy all week in meetings regarding the Broadband project and the carrier-  
46 neutral locations. He said it would be difficult figuring out service providers to work out of  
47 that carrier-neutral location and they were looking to see if there were any collaborative



1 efforts in the valley. Administrator Reynolds said the location will likely be built by the end  
2 of August. Administrator Reynolds said that staff were working with Columbine Moving  
3 and Storage to get them to understand how they were approved in an effort to get that  
4 business to come in. Administrator Reynolds said that staff were also working with Jim  
5 Columbo who may come to council to make a request about how he will pay for water  
6 dedication fees. Administrator Reynolds said staff were also working with the owners of  
7 Rippy property parcels who had been sent a notice of violation for not having a watershed  
8 permit. He said that Clerk Byram had received fourteen open records request as a result.  
9 He said that they were searching for information as to whether the town had a valid  
10 position in asking for the necessary permits from those owners. Administrator Reynolds  
11 said that he and Councilor Mariscal had attended the Detox Center meeting. He said the  
12 latest price tag for it was \$1.8 million dollars. Mind Springs Health has signed the contract  
13 with a contractor and work on the center has begun. He said that although the committee  
14 felt the money was available, he thought they will ask for more funding in 2024.  
15 Administrator Reynolds said that the LoVa Trail was something that had been in progress  
16 for many years, and they had finally broken ground on the section in West Glenwood. He  
17 reminded the council that New Castle was the fiscal agent for an FMLD joint grant  
18 between RFTA and Glenwood Springs for that project. The town has made their first report  
19 for that grant as well as a first request for reimbursement. Administrator Reynolds said  
20 that the council had decided that funding from the Opioid Settlement that the town  
21 received would be diverted to the Detox Center. He said that he had been approached by  
22 the state because five more companies had been sued and there will be more opioid  
23 monies coming in. He said that if the town wanted more opioid funding for the Detox  
24 Center, he had until Friday to sign the necessary state documents if the council agreed.  
25 Administrator Reynolds said that he had a meeting the next morning with Recreation  
26 Director Hannah Bihr and the local pickleball ambassador to discuss rules and  
27 management of the courts. Administrator Reynolds said there was a grading permit for  
28 the trail up the mountain on Talbott property, Burning Mountain Trail. He said that the  
29 county had reached out to Roaring Fork Mountain Bike Association (RFMBA) asking for a  
30 grading permit for that work, which he said was appropriate particularly since the town  
31 was requiring similar permits from Rippy. He said that RFMBA and staff were coordinating  
32 with the Talbotts on it. Administrator Reynolds said they were still working with the  
33 attorney for the Roseman Ditch on an easement agreement to allow the trail to cross the  
34 ditch.

35 Town Clerk – Clerk Byram said that the week prior she had received sixteen CORA  
36 requests, fourteen of which were regarding the Rippy property. She said the requests  
37 asked for maintenance records on the watershed, emails to and from numerous staff,  
38 permits issued within the town watershed, activation/deactivation of the river intake and  
39 more. The other CORA requests were regarding the River Park sewer issue and that  
40 request had taken several days to fulfill. Clerk Byram said there had been a bod opening  
41 for streets maintenance projects and she had a CORA request for the bid information.  
42 Clerk Byram said she had ordered most of the computer equipment for the community  
43 center for meetings. Clerk Byram said that when she started with the town, her office was  
44 the one behind the council chambers, and there were around fifty boxes of miscellaneous  
45 paperwork in the office. She said it had taken many years, but she had finally finished  
46 putting all that paperwork in folders. She said she had learned a lot going through it all  
47 and it was a big job, but it had been fun. Clerk Byram said that her team would be

1 meeting with utilities the next day regarding the possible rearrangement of meter  
2 reading/utility billing. She said that the effort was to explore ways to reduce the number  
3 of man-hours put into reading meters as well as reducing exposure to weather, unsafe  
4 conditions and the like. It will reduce the hours put into utility billing as well. She said  
5 that will come to the council for discussion soon. Clerk Byram said that her next meeting  
6 with the Liquor Enforcement Committee will be the following week. Clerk Byram said that  
7 the on-site work session on the Romero property will be on Thursday at 5:30 p.m.  
8 Assistant Treasurer Viktoriya Ehlers – Asst. Treasurer Ehlers told the council that  
9 Treasurer Burk had been in Colorado the previous week and taught her how to do year-  
10 end closing and to prepare the budgets before the audit by completing adjusting entries.  
11 She said she would complete them and then Treasurer Burk would review them. Asst.  
12 Treasurer Ehlers said they were transitioning payroll to Finance Assistant Michele Mills.  
13 Next payroll Finance Asst. Mills will complete so that Asst. Treasurer can focus on  
14 Treasurer responsibilities.  
15 Town Treasurer – not present.  
16 Town Planner – not present.  
17 Public Works Director – not present.  
18  
19

### 20 **Commission Reports**

21 Planning & Zoning Commission – nothing to report.  
22 Historic Preservation Commission – nothing to report.  
23 Climate and Environment Commission – Councilor Leland asked Clerk Byram if she had  
24 been able to make copies of the Earth Day flyer, and she confirmed that she had.  
25 Councilor Leland said that Earth Day was CEC's focus. Councilor Leland said that they  
26 were also looking at asking that the terms for the members of CEC to be increased from  
27 two years to four.  
28 Senior Programs – Clerk Byram said that Senior Programs met on the 24<sup>th</sup> in council  
29 chambers for a hybrid meeting. She said that they reviewed the previous month's  
30 statistics as usual. She also said they had an extensive conversation regarding a shortfall  
31 in the 2022 budget of approximately \$53k for the Traveler. Clerk Byram said they were  
32 calling it a 'True-Up' and rather than billing the municipalities who were no RFTA members  
33 for the gap, they decided to take the money out of reserves.  
34 RFTA – nothing to report.  
35 AGNC – nothing to report.  
36 GCE – nothing to report.  
37 EAB – nothing to report.  
38  
39

### 40 **Council Comments**

41 Councilor Mariscal said that she was part of the emergency communications board, and  
42 they just approved a new app that will translate everything into Spanish. She said there  
43 was also a device that could be attached to a phone that will translate into your language.  
44 Councilor Mariscal said she would send information to Clerk Byram about the device.  
45 Councilor Mariscal said that regarding the detox center meeting, she did not like the tone,  
46 and she did not like that she was interrupted, everyone was interrupted when they asked

1 questions. Councilor Mariscal said that she would also appreciate it if the meeting  
2 information was sent in advance so there were no surprises.  
3 Councilor Mariscal said that she had been in a meeting the week prior with the State  
4 regarding the water in Apple Tree. She said she wanted Administrator Reynolds to be  
5 involved in those meetings, but they were being very private about it. She said there will  
6 be another meeting the following day.  
7 Councilor Mariscal said that she had attended the Humanitarian Awards and it was the  
8 23<sup>rd</sup> anniversary of that event.  
9 Councilor Mariscal said that River Bridge had an event. She said that in 2022 they served  
10 271 kids that had been assaulted. She asked if the council members had time, she would  
11 love for them to attend.  
12 Councilor Mariscal offered to translate the Earth Day flyer into Spanish is Councilor Leland  
13 wanted.  
14 Councilor Leland apologized for attending virtually, and assumed he would be able to  
15 attend the work session in person on Thursday.  
16 Councilor Leland said that it was probably too early for the town to have seen anything  
17 from the bag fee, and he asked if there was any news. Administrator Reynolds said that  
18 the fees would be distributed on a quarterly basis, and the quarter just ended, so there  
19 should be more information soon.  
20 Councilor Carey said that she would be interested in the language device information.  
21 Councilor Carey also asked if Apple Tree had gotten any traction with the county yet.  
22 Administrator Reynolds said that the county has spearheaded the situation and got the  
23 state involved. He said that one of the reasons that they were being particular about who  
24 was invited to the meetings was because the county had involved the State Department of  
25 Environmental Justice.  
26 Councilor Carey said that she and Mayor A Riddile and Administrator Reynolds had gotten  
27 the train letter signed by the BOCC, and the language had been changed by one word to  
28 make it have more teeth.  
29 Councilor Hazelton said that he was going to bring up the pool one last time, then he  
30 would put it to bed forever. He said he was disappointed in the pool discussion. Rather  
31 than a discussion, it was more an argument about whether there was or was not  
32 resentment. He felt the discussion was rushed and could have been better. He said they  
33 could have talked about options and brainstormed about it and maybe come up with  
34 something that may or may not have come about. Councilor Hazelton said that he has  
35 had many residents ask about it and he did not feel that any resolution was reached. He  
36 said the conversation was a waste of time. He also said that he understood and  
37 appreciated their position, but he felt that there could have been more exploring of  
38 options and he was disappointed that council rushed to the consent agenda. Administrator  
39 Reynolds said that when he invited the HOA to come to council it was with no other  
40 agenda except to discuss it. Councilor Hazelton said that he did not feel the topic was left  
41 feeling any better with them or the council and he did not want that. What he wanted was  
42 for them to understand that when he brought it up it was because of what he was hearing  
43 and because of what he saw as a resident, it was not how he felt as a council member.  
44 Councilor G Riddile said that he thought that his statement was a sweeping assumption,  
45 but he felt that the Lakota residents were okay with the pool being private. He felt it was  
46 the prerogative of the community there, and he thought that if the town wanted to  
47 partner with the HOA, the idea would have to come from the town. Councilor G Riddile

1 said that if the council had any ideas the needed to get ideas together and take it to  
2 them.  
3 Mayor A Riddile gave a friendly reminder that the council members could not talk about  
4 development that is past sketch plan. There should be no conversation by council  
5 members with anybody about any development outside a public meeting. Specifically, he  
6 said Romero and Atkinson. Administrator Reynolds said that regarding the work session  
7 for Thursday, Attorney Carmer will have a list of dos and don'ts for that. Councilor G  
8 Riddile said that if anyone from the public showed up, they needed to be told right away  
9 that no testimony will be accepted.  
10 Councilor Mariscal said that she had received an email from the Colorado Health  
11 Foundation asking her questions about the newspaper article. She said she told them  
12 there will be a meeting and a work session and she sent them a link to the agenda and  
13 that was all.  
14 Administrator Reynolds said that everyone was scrambling over housing and New Castle  
15 seemed to be the epicenter of the hot topic.  
16  
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18 **MOTION: Mayor A Riddile made a motion to adjourn. Councilor Mariscal seconded**  
19 **the motion and it passed unanimously.**

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21 The meeting adjourned at 8:44 p.m.  
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25 Respectfully submitted,  
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30 \_\_\_\_\_  
31 Mayor A Riddile  
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35 \_\_\_\_\_  
36 Town Clerk Melody Byram, CMC