



# Community Planning & Permitting

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## BOULDER COUNTY PLANNING COMMISSION AGENDA ITEM #2

February 17, 2021 – 2:00 PM

Hearing to be Held Virtually Due to COVID-19

### PUBLIC HEARING with PUBLIC TESTIMONY

STAFF: Hannah L. Hippely, AICP

#### **Docket DC-20-0004: Article 19 Cal-Wood Fire - Land Use Code Text Amendments**

Text amendments to the Boulder County Land Use Code to add Article 19-400, which will establish an interim permitting procedure for rebuilding structures destroyed by the October 2020 Cal-Wood Fire.

*Action Requested by Planning Commission: Recommendation of Approval to BOCC*

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### **SUMMARY**

The Cal-Wood Fire (“Fire”) began on Saturday, October 17, 2020, and rapidly increased in size, continuing into the following days to eventually impact over 10,000 acres in Boulder County. The Fire, which was the largest in Boulder County history, caused severe damage to United States Forest Service and County Open Space lands, as well as the loss of private property primarily in Geer Canyon and the Mountain Ridge and Foothills Ranch Subdivisions. Twenty residences were destroyed in the two subdivisions, 17 in Mountain Ridge and three in Foothills Ranch. Article 19 of the Land Use Code, which sets forth procedures following disasters, has been utilized for previous disasters to allow the County to create a tailored response to specific incidents. The Board of County Commissioners authorized staff to work on an amendment to Article 19 to add Section 19-400 related to the Cal-Wood Fire in order to provide a tailored response to this Fire.

## **PROJECT GOALS**

This purpose of the proposed text amendment is to provide a streamlined process for property owners to rebuild, which focuses on the inherent site-specific hazards in the area and hazards that have resulted from the Fire. Existing code provisions (Site Plan Review – Art. 4-800) for rebuilding a structure that has been damaged or destroyed by causes outside the control of the property owner require owners who commence rebuilding within one year of the event and who rebuild the original location, floor area, and height that existed before the disaster to do so without Site Plan Review, which is the planning review process typically required for new dwellings prior to issuance of a building permit. If a different structure or location is desired, then Site Plan Review would be required to review and approve it and mitigate its impacts. The proposed text amendments will substitute for Site Plan Review and will provide a streamlined process, provide flexibility and an extended timeframe for rebuilding, as well as address the hazards that exist after a wildfire, the preexisting geologic hazards in the area, and other safety concerns that are important to address in this area. The flexibility to build a different home than pre-existed the Fire will also result in better construction since it will incorporate the energy efficiency requirements of BuildSmart.

Knowing residents may want to make changes to the homes they previously had, the proposed text amendments will provide owners with the flexibility to rebuild somewhat different and improved structures, subject to a County building permit review, if they apply to do so within an extended, two-year period (which can be increased to three years with Director approval) and meet the other requirements of the proposed regulations. The proposed regulations are designed to accommodate this flexibility while still implementing the County’s essential land use principles intended to retain the unique, scenic and rural character of the County’s mountainous area as well as address hazards and safety issues.

## **DOCKET HISTORY**

The Board of County Commissioners authorized staff to prepare Land Use Code text amendments and related regulations to facilitate rebuilding in the aftermath of the Fire, at a public Business Meeting on January 5, 2021.

## **DISCUSSION**

The proposed Code amendments are contained in a new section of Article 19, which are specific to the Cal-Wood Fire (Article 19-400). As with previous sections of Article 19, Article 19-400 is organized in the chronological sequence that would be anticipated for a rebuilding effort, starting with the demolition/deconstruction of Fire-damaged or destroyed structures followed by provisions for applying for building permits to restore residential use on the property. The main components of Article 19-400 are summarized below:

**Section 19-400.A, Structure Deconstruction/Demolition Permitting:** A building permit to take down damaged or destroyed structures is required if at least one non-foundation wall over six feet high remains standing after the Fire. This section clarifies that the Building Code’s “BuildSmart” requirements for deconstruction (recycling of building parts) of residential structures will not apply to the deconstruction, although the reuse of materials is encouraged. Since many structures have standing walls remaining that need to be removed, but property owners may want to reuse the foundation, this section makes clear that the foundations may remain in place for one year, provided safety measures are installed. The one-year timeframe will allow a property owner the time to have the foundation assessed and determine if it is reusable and design a new home. After a year, the foundation shall be removed, and the area restored.

**Section 19-400.B, Qualifications for Eligible Structures:** Structures that are eligible for rebuilding or repair under the special provisions of Article 19-400 include legal structures that were damaged or destroyed by the Fire. Accessory structures such as detached garages (new or replacement of existing), which are proposed as part of the restoration of the residential use of the property, may also

be approved as part of this streamlined process and are considered eligible structures. Given that many of the destroyed residences range between 3,812 – 9,724 square feet, accessory solar energy systems are likely required to offset energy impacts in order to comply with BuildSmart. For this reason, ground-mounted Accessory Solar Energy Systems, which typically require a Site Plan Review Waiver, are included in the list of eligible structures as well. The visual impacts of these structures will be evaluated as part of the building permit review process and modification to the plans or conditions of approval may be required.

Section 19-400.C, Access Requirements to Construct Eligible Structures: This section recognizes that the development is unlikely to meet today's Multimodal Transportation Standards, for example few properties have fire truck turn around areas and the pullouts on the main subdivision roads are informal. However, meeting the strict application of the standards may not be possible and given the geologic sensitivity of the area may not be desirable. Rather than attempt strict application of these standards the section requires that redevelopment make improvements to bring accesses closer to compliance with the standards and required that the shared subdivision roads be evaluated for safety improvements.

Section 19-400.D, Timeframe for Eligible Structures: For owners to take advantage of the Article 19-400 process instead of Site Plan Review, they must apply for a building permit by February 25, 2023 (two calendar years after the anticipated adoption of these regulations). The Community Planning & Permitting Department Director may extend that time for up to another year if good cause is shown. Once a building permit is issued under Article 19-400, owners may continue to rebuild under the permit as long as the permit remains active.

Section 19-400.E, Standards and Requirements for Eligible Structures: New structures are not required to be the same as the preexisting development. Changes including but not limited to roofline, orientation, reduction in the number of stories that preexisted the Fire, etc., are permitted however, the location of the structures is to remain the same. Under the proposed regulations, property owners may increase the total residential floor area either up to the size presumed to be compatible with the neighborhood pursuant to the Site Plan Review regulations (125% of the median residential floor area for the defined neighborhoods) or 1000 sq. ft. larger than the size of the previous residence, whichever is less. This increase is what would be permitted in the neighborhoods without triggering Site Plan Review.

The visible nature of the Mountain Ridge subdivision and the need to mitigate visual impacts has been considered since the original sketch plan for the subdivision was considered by the County. The Fire and resulting landscape changes have only heightened the visibility of this development, increasing the need for the mitigation of the visual impacts. The regulations proposed are consistent with the ways the County currently addresses visual impact through the Site Plan Review process and the visual impact mitigation measures which were included in the Mountain Ridge Covenants as part of the subdivision review and approval process (see Exhibit C p. C5 Sections 6 and 7).

The Mountain Ridge and Foothills Ranch subdivisions are located on an old landslide, which creates some unusual geologic conditions. In addition, the change in the vegetation and soil impacts of the Fire increase the risk for debris flows, rockslides, mudslides. For these reasons, the proposed regulations require technical studies, which will assess these risks and incorporate mitigation measures into rebuilding. The need to continue wildfire mitigation work in the area as well as provide for long term erosion control through revegetation are also captured by the proposed regulations. The Director will determine if the application complies with these standards and conditions of approval necessary to meet the standards may be attached to the building permit.

Section 19-400.F, Appeals Related to Eligible Structures:

Since the Director may approve, approve with conditions, or deny a permit, this section provides a property owner with an appeal process. This process is the same as that currently used in the Site Plan Review process where appeals are heard by the Board of County Commissioners at a public hearing.

Section 19-400.G, Compliance with Other County Permitting Requirements: This section clarifies that other provisions of the Land Use Code apply, provides the Director with flexibility in the application of other sections, and confirms that where there are conflicts between Article 19-400 and other portions of the Land Use Code Article 19-400 will apply. Additionally, this section addresses the need to ensure the Onsite Wastewater Systems are restored and permitted along with the reconstruction.

Section 19-400.H, Enforcement: This section clarifies that the existing means for enforcement continue to apply to Article 19-400.

**TEXT AMENDMENT CRITERIA ANALYSIS**

Article 16-100.B contains the criteria for amending the text of the Land Use Code. Staff finds that these criteria are met in the context of this Docket, as follows:

*The existing text is in need of amendment:* Article 19 was created to allow the County to provide a focused response to disasters. The Cal-Wood Fire has precipitated the need for such a response and a substitute set of regulations that will focus on the relevant issues for rebuilding in the Cal-Wood affected area, while also providing flexibility to property owners to make changes to the structures they lived in before.

*The amendment is not contrary to the intent and purpose of this Code:* While the Docket proposes some departures from standard Code procedures, it does so to respond to the exigencies of the Fire disaster. New structures would be subject to a modified building permit review process ensuring any changes to rebuilt structures do not create the serious land use impacts that current review processes are designed to avoid. The impacts the County is interested in mitigating would be addressed through this review.

*The amendment is in accordance with the Boulder County Comprehensive Plan:* The proposed review procedures of Article 19-400 do not make changes from the Code which in any way alter the current Code's consistency with the goals and policies of the Comprehensive Plan. The proposed modified building permit review procedures are designed to assure continuation of the Plan's essential goals of mitigating hazards, preserving rural lands, distinct mountain communities, and the valued scenic resources in the Fire burn area. The regulations seek to not only replicate, but, better yet, improve preexisting development with respect to their compliance with Comprehensive Plan goals and policies.

**REFERRALS AND PUBLIC INVOLVEMENT**

The Mountain Ridge and Foothills Ranch Subdivisions are identified as an area of 'Landslide High Susceptibility' in the Boulder County Comprehensive Plan (Exhibit D). In light of this CPP staff met staff from the Colorado Geological Survey (CGS) on site in order to receive assistance in evaluating the hazards in the area. A referral letter dated November 19, 2020 is included in the packet (Exhibit E) wherein Boulder County was provided with details of the potential hazards and recommendations that have been incorporated into these regulations.

The regulations were posted on the Community Planning & Permitting Department's website, emailed directly to property owners in the area, and sent out to the Land Use Code update listserv.

Prior to drafting the regulations, staff met virtually on December 2, 2020 and January 11, 2021 with affected residents to understand their concerns. Staff also sent out a survey to impacted residents and received 18 responses to a questionnaire regarding rebuilding and received 18 responses to a questionnaire regarding rebuilding (Exhibit F). Staff will provide the Planning Commission and Board of County Commissioners with copies of any written public comment received after that date at the respective public hearings.

**STAFF RECOMMENDATION**

**STAFF RECOMMENDS THAT THE PLANNING COMMISSION APPROVE AND RECOMMEND TO THE BOARD OF COUNTY COMMISSIONERS APPROVAL OF DOCKET DC-20-0004, CAL-WOOD FIRE LAND USE CODE TEXT AMENDMENT,** and certify the Docket for action to the Board of County Commissioners, which certification includes the approved text of the Docket, and the official record of the Docket before the Planning Commission including staff comments and materials, public testimony, and Planning Commission action/discussion.

**Docket DC-20-0004 – DRSM 12/30/20**

DOCKET DC-20-0004: PROPOSED TEXT AMENDMENTS TO ARTICLE 19, PROCEDURES FOLLOWING DISASTERS, TO ADD ARTICLE 19-400 (CALWOOD FIRE 2020) - Text amendments to the Boulder County Land Use Code to add a new Article 19-400 establishing an interim permitting procedure for rebuilding structures destroyed by the October 2020, Calwood Fire.

**Article 19 • Procedures Following Disasters**

**Purpose:**

*(Amend PURPOSE statement, as follows):*

Boulder County is vulnerable to natural and human caused disasters that can damage property and cause injury or death, including wildfires, flood, hailstorms, rockslides, blizzards, high winds, and tornadoes. Boulder County's Land Use Code contains provisions for rebuilding structures damaged or destroyed by means outside the control of the property owner; however, specific disaster events may warrant modified permitting and approval procedures to allow property owners to rebuild in a timely, safe, and responsible manner while also encouraging reasonable improvements in redevelopment consistent with current regulations and the Comprehensive Plan.

In addition, to respond appropriately in a disaster emergency, extraordinary actions must be taken quickly and efficiently. Some actions must occur faster than previously established permit processing timelines allow. Some actions require uses not normally allowed in certain zones, or not allowed without discretionary review, or not allowed without certain public process.

This Article addresses disaster emergency response in two ways. First, Section 19-100 grants temporary authority to certain county staff, upon the declaration of a local, state, or federal disaster emergency affecting Boulder County. The following ~~Second~~, sections 19-200 and 19-300 include regulations tied to specific disasters, namely the Fourmile Canyon Fire of September 2010 and the Front Range Extreme Flood and Rain Event of September 2013.

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**Article 19-400 CAL-WOOD FIRE 2020**

On October 17, 2020, Boulder County declared a local disaster emergency pursuant to § 24-33.5-709, C.R.S., as amended, in response to the Cal-Wood Fire (the “Fire”), which caused severe damage and loss of property in Boulder County, in particular to the Mountain Ridge and Foothills Ranch subdivisions west of Foothills Highway. The provisions in this Article pertain to structures damaged or destroyed during this fire in the Mountain Ridge and Foothills Ranch subdivisions.

**A. Structure Deconstruction/Demolition Permitting**

1. A deconstruction/demolition permit for the removal of damaged or destroyed structures must be obtained from the Building Division when at least one non-foundation wall of over six feet in height remains after the Fire. The deconstruction recycling requirements of the Building Code Section commonly known as “Boulder County BuildSmart” shall not apply to deconstruction permits. However, owners are encouraged to recycle building materials and contents where safe and practicable.
  - a. Foundations may remain in place for one year after initial deconstruction of the standing walls (or 18 months from the date of the Fire) provided that the property owner installs safety fencing around the perimeter of the foundation and places mulch in disturbed areas sufficient to control erosion.
  - b. The property owner must obtain a deconstruction permit for and remove the foundation and restore the foundation area within one year after initial deconstruction. The Director may approve extensions of this one-year period Director, the approval if the property owner demonstrates sufficient progress towards rebuilding.
2. Other applicable permitting requirements, including but not limited to permits related to asbestos removal administered by the Colorado Department of Public Health and Environment, may be required in addition to a deconstruction permit from the Building Division.

**B. Qualifications for Eligible Structures**

1. An eligible structure is exempt from Land Use Code site plan review approval (Article 4-800), special use review approval (Article 4-600), and compliance with residential floor area Development Credit acquisition requirements (Article 4-1300). As required by the Building Code, an structure requires building permit. The following structures are eligible structures:
  - a. A legally existing structure damaged or destroyed by the Fire. Legally existing structures include structures erected according to a valid County building permit.
  - b. Accessory structures proposed as part of the rebuilding and reestablishment of a principal residential use damaged or destroyed by the Fire.
  - c. A ground-mounted Accessory Solar Energy System that otherwise requires a site plan review waiver under this Code associated with principal structure damaged by the Fire, provided the Director determines that the proposed location of the system is will not have a significant adverse visual impact on neighboring private and public property.

**C. Access Requirements to Construct Eligible Structures**

1. Prior to issuance of a building permit to construct an eligible structure, demonstration of legal access to the structure is not required. However, applicants must make

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improvements to bring accesses into compliance with the Boulder County Multimodal Transportation Standards to the greatest extent possible.

2. Safety improvements to shared subdivision roads may be required subject to evaluation of the roads by the County Engineer and in consultation with the Homeowners Associations and Fire District.

**D. Timeframe for Eligible Structures**

1. A property owner must submit a building permit to build an eligible structure to the Community Planning & Permitting Department by February 25, 2023. The Director may extend this period for up to one additional year for good cause shown.
2. Work under a valid building permit may continue within the timelines provided for under the Boulder County Building Code.

**E. Standards and Requirements for Eligible Structures**

Before issuance of building permit for an eligible structure, the Director must determine the eligible structure meets the following conditions and requirements:

1. The Residential Floor Area of eligible structure(s) must not exceed the lesser of either the Neighborhood Size Presumption (7,556 sq. ft in Mountain Ridge, and 7,911 in Foothills Ranch), or 1,000 square feet above the size of the original damaged or destroyed structure;
2. Changes from the original structure, including changes to the roofline, orientation, the reduction in the number of stories, and other modifications, may be permitted. Due to the increased visibility of the area following the Fire, the visual impacts of rebuilding must be mitigated in the following ways:
  - a. Use of non-reflective natural exterior materials in medium to dark earth tone colors to blend with the environment. The property owners must submit exterior color and material samples for review and approval by Community Planning and Permitting.
  - b. Early morning sun glare and nighttime glow from within the dwelling must be limited by careful placement of glazing, the incorporation of overhangs, and use of appropriate types of glass, i.e., non-reflective glass, limiting the overall amount of glazing. Fully glazed facades are not permitted.
  - c. Exterior Lighting is limited to one light per exterior entrance, and fixtures must be fully shielded and downlit. The property owner must submit cut sheets for fixtures for review and approval by Community Planning and Permitting prior to issuance of a building permit.
  - d. Existing topography must be used to minimize visual impacts, with structures following the contours, minimizing height and utilizing rooflines that step down the slope.
    - i. In the Mountain Ridge subdivision, structures on Lots 13, 14, 15, 17 and 18 are required to be no more than one story at the high side, following the slope with roof lines. The height maximum on these lots shall be 20 feet.
3. The County Planning and Permitting Department must determine that the proposal for eligible structure sufficiently mitigates the debris flow, rockslide, and mudslide hazards. An appropriate licensed professional must evaluate these risks, and the property owner must provide an evaluation report as part of the building permit application.



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4. The building permit application for the rebuilding of any eligible structure must include a soils and foundation investigation performed by an appropriate licensed professional. The report must be approved by Community Planning and Permitting.
5. Rebuilding must occur in the same location as the original structure and within the previously existing foundation footprint to the extent possible. Community Planning and Permitting may permit expansion beyond the previous footprint if a site-specific geologic hazard investigation performed by an appropriate licensed professional sufficiently demonstrates that the existing geologic hazard has been mitigated. The property owner must provide such an investigation report as part of the building permit application, and, if approved by Community Planning and Permitting, all recommendations of the report shall be incorporated into the building permit.
6. Redevelopment must mitigate the risk of wildfire both to the subject property and to neighboring properties in the surrounding area. All redevelopment requires a Wildfire Partners Certificate to complete the defensible space requirements of the Building Code.
7. Revegetation and erosion control on the property must occur in conjunction with reconstruction. The property owner must include a revegetation and erosion control plan with building permit application for review and approval by Community Planning and Permitting prior to issuance of a building permit. The full installation of the approved plans must be inspected and approved prior to issuance of a certificate of occupancy for the residence.

**F. Appeals related to Eligible Structures**

1. If the Director finds that the building permit application cannot comply with the applicable standards or requirements, the Director shall deny the application. The Director also may deny an application, or in the Director's discretion delay a decision on the application for further information, if the Director finds that insufficient information has been presented to allow a reasonable evaluation of the hazards associated with the proposed development, or to determine the effectiveness of hazard mitigation measures, or to evaluate compliance with other requirements set forth in this Section.
2. While the Director is not required to make a decision on a building permit application within a specified time, and may delay a decision on a reasonable basis as provided herein, the Director shall make a good-faith effort to process requests as soon as practicable after a complete application has been submitted.
3. The applicant may appeal the Director's final decision on a building permit application using the same process as set forth in Article 4-808 for appeals of Site Plan Review decisions.

**G. Compliance with Other County Permitting Requirements**

1. Any other County permitting requirement or related provision not specifically addressed in this Article 19-400, shall be presumed to apply, unless the Director determines that strict application is contrary to the intent and purposes of this Article. The Director may grant appropriate relief from the strict application, subject to reasonable mitigating measures.
2. Existing OWS systems may be used if they were not damaged in the Fire and if the restored residence or structure does not contain more bedrooms than preexisted the Fire. Owners should contact Boulder County Public Health for details on applicable OWS requirements. The building permit and any required OWS permit or approval may be reviewed concurrently.

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3. In the event of a conflict between this Article 19-400 and any other code provision, this Article shall apply.

**H. Enforcement**

The County may enforce this Article 19-400 through the provisions of Section 17-300 of this Code. Nothing in this Article shall limit the County's existing enforcement authority under Articles 14 or 17 of this Code, the Building Code, or other applicable law.



# Community Planning & Permitting

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## BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING

**January 5, 2021 – 10:30 AM**  
**Via Microsoft Teams**

### Authorization under Article 16-100.A of the Boulder County Land Use Code for Text Amendments to the Land Use Code related to Article 19 (Procedures Following Disasters)

*Staff:* Hannah Hippely, AICP

*Public testimony will not be taken – action requested*

#### SUMMARY

On October 17, 2020, Boulder County declared a local disaster emergency pursuant to § 24-33.5-709, C.R.S., as amended, in response to the Calwood Fire, which caused severe damage and loss of property in Boulder County, in particular to the Mountain Ridge and Foothills Ranch subdivisions west of Foothills Highway.

The County is committed to working with property owners in their recovery from damage or destroyed structures and intends to streamline the rebuilding process in order to focus on the relevant issues in the Mountain Ridge and Foothills Ranch subdivisions through this text amendment of the Land Use Code. The County's aim is to allow property owners to rebuild in a timely, safe and responsible manner.

Current Land Use Code regulations (Art. 4-802.B.3) allow someone to rebuild without Site Plan Review if they rebuild what previously existed (original location, floor area, height) and obtain building permits within one year of the destruction. However, if someone wanted to change the design to their home with a different footprint, location, size, or height, it would trigger Site Plan Review.

After the Fourmile fire, the County adopted specialized regulations to allow people to make minor changes to their homes without triggering the full Site Plan Review process since the County recognized that people may want to make changes to their pre-existing structure when rebuilding. It is the intent of this code amendment to adopt a similar approach, which would evaluate focused issues including geologic hazards, erosion control, and long-term wildfire mitigation while also allowing some flexibility in the design of the homes that are rebuilt.

The County is committed to resilient rebuilding. Fires drastically change the landscape in obvious ways but also more subtle ways such as soil structure. In the aftermath of a fire excessive runoff, debris flows, and rockfall hazards exist. While the subject lots are currently not in immediate danger of wildfire, resiliency planning requires the consideration of longer term wildfire and other hazard mitigation.

On December 15, 2020 a 60 day temporary cessation of building permit issuance in the Mountain Ridge and Foothills Ranch subdivisions was approved by the County Commissioners. Staff intends to develop a focused approach to rebuilding after the Calwood fire in Article 19 (Procedures Following Disasters) of the Land Use Code, and will make any other Code revisions necessary to integrate the changes.

**ACTION REQUESTED**

Staff requests the Board of County Commissioners authorize staff to pursue the text amendments to Article 19 of the Boulder County Land Use Code to ensure streamlined and resilient rebuilding.

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EXHIBIT C

#01041473 05/09/90 04:30 PM REAL ESTATE RECORDS  
F1625 CHARLOTTE HOUSTON BOULDER CNTY CO RECORDER

26-1

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LOTS 1 THROUGH 18, BLOCK 1, AND OUTLOT A OF MOUNTAIN RIDGE SUBDIVISION 130

in the Northwest Quarter (NW-1/4) of the Southeast Quarter (SE-1/4) of Section Seven, Township Two(2) North, Range Seventy (70) West of the 6th P.M., in the Southeast Quarter (SE-1/4) of Section Twelve (12); and the North Half (N-1/2) of the Northeast Quarter (NE-1/4) of Section Thirteen (13), Township Two (2) North, Range Seventy-One (71) West of the 6th P.M., A SUBDIVISION IN THE COUNTY OF BOULDER, STATE OF COLORADO

THIS DECLARATION is made this 9TH day of MAY, 1990 by  
Levin-Heming Development Corporation.

RECITALS:

A. Declarant is the owner of the real property which has been subdivided and platted as Mountain Ridge Subdivision and described in Article II of this Declaration;

B. Declarant desires to provide for the preservation of the values and amenities of the property; and, to this end, desires to subject the property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the property and each owner thereof; and

C. Declarant deems it desirable, for the efficient preservation of the values and amenities of the property, to create an agency to which should be delegated and assigned the powers of administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

D. Declarant has incorporated under the laws of the State of Colorado, as a non-profit corporation, Mountain Ridge Homeowners Association, Inc., for the purpose of administering and enforcing the covenants,

NOW, THEREFORE, the Declarant adopts this Declaration of Covenants, Conditions and Restrictions and places them on Lots 1 through 18, Block 1, and Outlot A, Mountain Ridge Subdivision, a platted subdivision of the property for the preservation of the value of the property and for the health, safety and general welfare of the property lots and their owners. The Declarant declares that the property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges and liens ("covenants and restrictions") set forth in the Declaration, all of which shall be covenants running with the land described herein and shall be binding on all parties having any right, title or interest in the described property, their heirs, successors and assigns, and shall inure to the benefit of each property owner.

#### ARTICLE I

#### DEFINITIONS

Section 1. The following words when used in this Declaration shall have the following meanings:

- (a) "Association" shall mean and refer to the Mountain Ridge Homeowners Association, Inc., a Colorado non-profit corporation, its successors and assigns.
- (b) "The property" shall refer to the property described in ARTICLE II.
- (c) "Plat" shall refer to the Plat of Mountain Ridge Subdivision, recorded in Plat Book No. P-24 F-4 #23, 24 & 25, on Film 1625, Reception No. 1041470, in the records of the Clerk and Recorder of Boulder County, Colorado.
- (d) "Lot" shall refer to any of the 18 subdivided lots in Block 1 shown on the recorded subdivision map of the property.
- (e) "Living unit" shall refer to any portion or all of a building situated upon the property designed and intended for a single family residence.
- (f) "Declarant" shall refer to Levin-Heming Development Corporation, their heirs, successors or assigns

(g) "Member" shall mean and refer to all those owners who are members of the Association.

(h) "Mortgage" shall include a deed of trust or other form of hypothecation.

(i) "Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the property including Declarant but shall not refer to any mortgagee unless such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

The real property which is subject to this Declaration is described as follows:

Lots 1 through 18, Block 1, and Outlot A of Mountain Ridge Subdivision, in the Northwest Quarter (NW-1/4) of the Southeast Quarter (SE-1/4) of Section Seven (7), Township Two (2) North, Range Seventy (70) West of the 6th P.M., in the Southeast Quarter (SE-1/4) of Section Twelve (12) and the North Half (N-1/2) of the Northeast Quarter (NE-1/4) of Section Thirteen (13), Township Two (2) North, Range Seventy-one (71) West of the 6th P.M., in the County of Boulder, State of Colorado.

all of which real property shall hereinafter be referred to as "the Property".

## ARTICLE III

### LAND USE RESTRICTIONS

Section 1. Primary Structure. The only primary structure that may be placed on the residential lots is a private, single-family dwelling. No residential structure shall be erected on any part of the properties which is not compatible with the character, quality and amenities associated with the neighborhood and approved in writing by the Architectural Control Committee in accordance with the procedures set forth in this Declaration.

Section 2. Accessory Structures. All buildings and structures which are accessory to the residential structure, such as but not limited to swimming pools, tennis and other sports courts, pool houses and the like, shall be subject to the same architectural control as a dwelling structure, and, where applicable, all buildings and structures shall be constructed out of the same material as the main dwelling on the lot. Any fences or posts erected around a pool, tennis or other sports court may not be covered or constructed with aluminum or other shining material. Court fences shall have dark green mesh and dark metallic or wood structure posts, all of which must be approved by the Architectural Control Committee prior to installation.

Section 3. Prohibition Against Rentals. No residence or parts thereof may be rented or leased and no paying guests shall be quartered in any residence. Nothing contained in this section, however, shall be construed as preventing the renting or leasing of an entire residence as a single unit to a single family.

Section 4. Barns and Livestock Housing. No barn or shelter for livestock shall be built. No adjoining corral, paddock, pen or fenced enclosure shall be constructed. Any other structure including fencing shall be subject to the same architectural control as a dwelling structure and, where applicable, all buildings and structures shall be constructed out of the same or complementary material as the main residential structure.

Section 5. Prohibition Against Business Uses. No business or profession of any nature shall be conducted on any lot or in any residence constructed thereon without first obtaining the approval of the Architectural Control Committee. No store of any kind, nor any physical or mental health care facility or other place for the care of the sick, disabled or mentally retarded, nor any theatre, restaurant or bar, or other place of entertainment, nor any church nor any school, shall be erected or permitted upon any of the lots and no retail or wholesale business or professional services of any nature shall be conducted on any lot or in any



residence, except a portion of any residence may be devoted to a home office, studio or work room so long as such use does not generate more than intermittent customer or client traffic in the subdivision.

Section 6. Statement of Purpose. Any and all of these covenants, conditions, and restrictions shall not be contradictory to the following statement of purpose. Any structure constructed on any lot in the subdivision shall be constructed in such a manner that it will be as least visible from Highway 36 as possible. All material used in the construction of such housing unit will be selected and approved only if they cause the housing unit to be as least visible from Highway 36 as possible. All decisions made by the Architectural Control Committee will be made within the context of this statement of purpose and will be enforceable by the Boulder County Land Use Department.

Section 7. Building Locations and Height Restrictions. All buildings, primary or accessory, shall be located within the building envelope as designated on the building envelope plan. Only with the approval of the Architectural Control Committee will any building envelope be moved. It is also possible that Boulder County Land Use Department must review and approve such change. The building envelope is the actual volume of space that the house may occupy on the site. This is established for specific site constraints and may be thought of as a three dimensional container in which the improvements can be made. Sites 13, 14, 15, 17 and 18, that occur on the lower benches will be required to be no more than one story at the high side, following the slope with roof lines. This will allow either single story or multilevel schemes that either bury into or stepdown the hillside, following contours. The envelope will not exceed the average tree height in the area of construction, or a maximum of 20' to ridge height. Remaining sites that occur in the upper benches, and which have no visual exposure from the highway, will be permitted to build within the 35' height limitation with the approval of the Architectural Control Committee.

All building envelopes will also be marked by survey stake on each lot. Each survey stake will constitute the approximate center of each housing unit. If there are any discrepancies between the subdivision building envelope plan and the survey stake, the building envelope plan will take precedence. The Architectural Control Committee shall approve the location and height of any structure placed on any lot. Such approval must be obtained before commencement of any construction or alteration in accordance with the procedures set forth in this Declaration. In addition, no dwelling or house or structure may exceed the height limitation of 35 feet. The 35-foot height limitation shall be measured from the foundation of the house and the elevations must be approved by the Architectural Control Committee in its sole discretion.

Excessive cuts and fills for home construction shall not be permitted. In conjunction with the application for building permit and plan review, each application shall be accompanied by a soils report and an engineered foundation plan.

Section 8. Dwelling Size. Every principal residence constructed on a lot shall have not less than 2,500 square feet of floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, basements, or garages) and shall have a garage of sufficient size to house not less than two cars; further, each such residence shall provide hard-surfaced or approved rock driveway and off-street parking for at least four cars excluding the space in the garage. Approval for a rock driveway must be obtained from the Architectural Control Committee. If residence of more than one story is constructed, then the main floor shall have not less than 2,000 square feet of floor area devoted to living space.

Section 9. Resubdivision of Lots. No lot shall be resubdivided into smaller lots nor conveyed or encumbered in any less than full original dimensions as originally conveyed by the subdivision owners, except in the case of dedication or conveyance of portions of a lot for public utilities, in which case the remaining portion of the lot shall be treated as a whole lot.

**Section 10. Temporary Structure.** No temporary house, trailer, tent, garage or temporary outbuilding shall be constructed on any part of the property and no residence on any lot shall be occupied in any manner at any time prior to its being fully completed in accordance with approved plans nor shall any residence when completed be in any manner occupied until there is compliance with all requirements, conditions, covenants, and restrictions herein set forth; provided, however, that during the actual construction or alteration of a building on any lot, reasonable and necessary temporary buildings or trailers for storage of materials may be erected and maintained by the person doing such work. Such temporary storage buildings shall be removed upon completion of the construction, alteration or remodeling. The work of construction, altering and remodeling any building on the properties shall be pursued diligently from its commencement and completed within one year from its commencement.

**Section 11. Variances.** The Architectural Control Committee may grant reasonable variances or adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the restrictions contained herein. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to other property or improvements in the neighborhood and shall not mitigate against the general intent and purposes hereof.

**Section 12. Fences.** All lot fences must be approved by the Architectural Control Committee.

**Section 13. Materials and Finishes.** In keeping with the goals of Mountain Ridge to maintain the natural surroundings, design in harmony with nature should be extended to material, finish, scale and color selection. Natural materials such as stone and wood, by their nature inherently work well with the surroundings. Only those colors that extend the color palette visible on the site will be acceptable to the Architectural Control Committee.

Section 14. Roof Composition and Style. The goal is to use natural, warm, attractive, and fire resistant roof materials that blend into the landscape. All roofs must be covered with asphalt fire retardant shingles, clay or concrete tiles of appropriate color and texture that meets with the approval of the Architectural Control Committee. No wood shingle roofs will be permitted. Ribbed metal of a non-reflecting, patina color that blends with the landscape will be accepted.

Section 15. Solar Design. Passive solar and energy efficient design are encouraged in the design of the homes at Mountain Ridge. It is felt that these thermal and comfort strategies should not compromise the quality of architecture, but rather reinforce a sense of place. Active solar and photovoltaic systems should be integrated into architectural form and not be treated as an afterthought or awkward appendage to the home or landscape.

Section 16. Landscaping. The goal and intent at Mountain Ridge is to protect and enhance the existing landscape and vegetation. Prior to commencement of construction or removal or planting of any vegetation, each owner of a lot shall submit to the Architectural Control Committee a detailed landscaping plan which includes the proposed removal and/or planting of vegetation on the lot. Preservation and continuation of native species is paramount. All plans for improvements must respect existing tree location, especially mature specimens, whenever possible. Additional vegetation must compliment native species and be compatible with existing environmental and ecological conditions. Outdoor landscaping and garden irrigation of any kind shall not be permitted by other than drip systems for xeriscape and watering for native vegetation and grasses. The precise area and type of landscaping on each lot shall be shown to and approved by the Architectural Control Committee and no deviations from the landscaping plan shall take place without the express approval of the Architectural Control Committee. Each owner must complete the final grade and installation of all materials as shown in his landscape plan within ninety (90) days of receiving the certificate of occupancy for the dwelling unit on the lot, unless seasonal weather does not permit. The

Architectural Control Committee shall have the power to affirmatively require a landscape plan be carried out on a lot which meets a reasonable standard for the subdivision and is comparable to and compatible with the other lots in the subdivision.

Section 17. Swimming Pools. Swimming pools shall be permitted, however, they shall not be drained onto the ground.

Section 18. Garages. At the time of construction of a principal residence on a lot, it shall be required that at least a two-car garage be constructed. The garage shall be attached to the residence.

Section 19. Animals and Pets. No more than two (2) dogs and two (2) cats may be kept on any one lot. No horses (including burros or donkeys,) goats, rabbits, ducks and fowl may be kept or maintained on the lots. No pigs, cows or guinea hens, or poultry shall be permitted. The keeping and maintaining of any other animal shall only be permitted with the express prior consent of the Architectural Control Committee. The maintenance and keeping of any animals shall not be permitted if done for commercial or breeding purposes, if they constitute an annoyance or a nuisance because of repeated noise or trespassing within the subdivision or adjacent area, or if the area where the animals are maintained is unsightly, in disrepair or is a hazard to health and welfare of the residents or other animals in the subdivision. All animals kept shall have current inoculations as required by the Boulder County Health Department or good veterinary practice. Boulder County Leash Law will be in effect at all times. Because of the sensitive nature involved in controlling noise, nuisance and care of animals when viewed from the perspective of adjoining lot owners, all control and decisions relating to the enforcement and retention of animals on any lot in the subdivision shall reside in the absolute control and authority of the Architectural Control Committee.

Section 20. Nuisance. No boats, trailers, campers, motor homes, wrecked or partially disassembled cars, tractors, equipment, machinery, etc., shall be kept or stored so that they are visible from neighboring lots or from the street. No tanks for use in connection with any residence constructed on said property, including tanks for the storage of gas, propane, oil or water, shall be permitted. All types of refrigerating, cooling or heating apparatus must be concealed.

Section 21. Trash, Etc. Each owner must provide for the prompt (within a two-week period of time) removal of trash, and no litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any lot so it is visible from any neighboring lot or the street, except as reasonably necessary during the period of construction. In the event any structure is destroyed either wholly or partially by fire or other casualty, said structure shall be promptly rebuilt or remodeled to conform to this Declaration or all debris and remaining portions of the structure including the foundations shall be promptly removed from the property. No noxious or offensive activity shall be carried on upon the properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No discharging of firearms will be allowed in the subdivision or in any outlot. No open fires will be permitted.

Section 22. Mailboxes and Signs. No sign may be placed upon the property without the prior approval of the Architectural Control Committee. All mailboxes shall be placed at the entrance control structure.

Section 23. Utilities. All electric, television, radio, telephone line and gas line installations and connections from the owner's property line to the residence shall be placed underground. All antennas must be contained within the structure and not exposed to public view. No aerial masts shall be allowed. No ham radio operations shall be allowed. No satellite reception dishes shall be permitted.

Section 24. Sewage. Subdivider shall construct a clustered septic system as approved by Boulder County in Docket SU-90-1: "Special Use and Site Specific Development Plan for 18 Lots on 200 Acres" and Docket SD-89-14, and as approved by the Colorado State Health Department. The clustered septic system shall be constructed at the location designated "septic system easements" on the recorded plat of Mountain Ridge Subdivision. Subdivider shall construct all of the proper sewer lines from the clustered facilities to the lot lines. All construction shall conform to permits issued by the Boulder County Health Department and approved by the Colorado State Health Department. Maintenance of the system will be the responsibility of Mountain Ridge Homeowners Association in accordance with applicable regulations. County shall have the power and ability to enforce the required maintenance hereunder against the Homeowners Association including the specific requirement that maintenance, including pumping of the individual septic tanks, be done on a regular basis not less than every two (2) years.

Section 25. Easements and Rights-of-Way. Easements and rights-of-way in perpetuity are hereby reserved for surface or subsurface drainage purposes and for the erection, construction, maintenance and operation of underground wires, cable, pipes, tile lines, conduits, and apparatus for the transmission of electrical energy, for telephone, television, and radio lines and for the furnishing of water, gas, sewer service or the furnishing of other utility purposes, together with the right of entry for the purpose of installing, maintaining, and reading gas, electric and water meters, under, along, across, upon and through strips of land shown as easements on the recorded plat of Mountain Ridge Subdivision, except those easements which have been or may be released of record by proper government agency. Septic system pipe line easements within the lots and from the lots, across Outlot B, to the septic easements, and the water pipe line and access easement from the tank easement to lot 8 will be 10 foot wide easements, 5 feet on both sides of the pipe line as it is constructed. The locations cannot be predetermined due to terrain, buried rock and trees to be saved.

Section 26. Conservation Easement. A Conservation Easement has been granted in perpetuity to the County of Boulder over Outlots A and B of Mountain Ridge Subdivision in order to preserve open land for agricultural purposes or other purposes designated in the Environmental Resources Element of the Boulder County Comprehensive Plan.

Section 27. Outlot A. Outlot A can be used for agricultural, recreation and open space purposes and will be managed by Mountain Ridge Homeowner's Association. The property will be managed to maintain a natural appearance to the mountain backdrop that forms a part of the North Foothills Highway Scenic Area. A forest management plan will be developed by a professional forester within three years of plat recording. The forest management plan must be approved by the Boulder County Parks and Open Space Department.

Section 28. Outlot B. Outlot B will be managed by Levin-Heming Development Corporation unless sold or transferred. It will be maintained in accordance with requirements for an agricultural outlot and the purposes designated in the Open Space Element of the Boulder County Comprehensive Plan, particularly the North Foothills Highway Scenic Area. The Outlot may be conveyed separately subject to the provisions of the conservation easement of record.

Section 29. Severability. In the event that any one or more of the provisions, conditions, restrictions, and covenants herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants herein set forth shall continue unimpaired and in full force and effect.

Section 30. Fire Management Plan. A fire management plan will require that homeowners and lot owners maintain certain standards to prevent the ignition and/or spread of fire. Certain vegetation may be required to be thinned and/or removed in accordance with plans



developed by Left Hand Fire District and/or Boulder County. Mountain Ridge Subdivision will be subject to such a fire prevention plan and it will be the responsibility of each homeowner/lot owner to comply with this plan and to continue to maintain a program satisfactory to accomplish these goals. No open fires will be allowed. It will be the responsibility of each homeowner/lot owner to comply with any fire management plan that is adopted in accordance with this section which shall be enforceable by Mountain Ridge Homeowners Association and/or Boulder County.

#### ARTICLE IV

#### ARCHITECTURAL CONTROL

Section 1. Architectural Control. Before anyone shall commence any landscaping or the construction, reconstruction, remodeling, addition to, or alteration of any building, wall, fence, pool or any structure whatsoever, on any lot, there shall be submitted to the Architectural Control Committee (herein referred to as the "Committee") two (2) complete sets of plans and specifications for said improvements. No such structure or improvement of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefore have received written approval as herein provided. Such plans include plot plans, landscape plans, locations of structures and improvements, floor plans, fence plans, elevations, showing all aspects of dwelling and development of lot as an architectural unit, together with the proposed color scheme and materials for fences, roofs, and exteriors. In order to avoid unnecessary hardships, it is mandatory that all owners contemplating such construction, or alteration, as mentioned above, should submit preliminary drawings in duplicate of such work to the Committee in order to obtain tentative action thereon before causing the preparation of detailed or complete drawings, plans or specifications or incurring substantial expense. One set of said plans and specifications and details, with the approval or disapproval endorsed thereon, shall be returned to the person

submitting same within thirty (30) days and the other copy thereof shall be permanently retained by the Committee.

The Committee shall have the right to disapprove of any such plans or specifications or grading or landscaping plans which are not suitable or desirable, in the Committee's opinion, for aesthetic or other reasons, and in passing upon such plans, specifications, grading or landscaping plans, the Committee shall have the right to take into consideration the suitability of the architecture of the proposed building or other structure and of the materials of which it is to be built, the color scheme, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, the topography of the land and the effect of the building or other structure or landscaping as planned on the outlook from the adjacent or neighboring property, the general welfare of each owner in the subdivision, and if in accordance with all of the provisions of this Declaration. The Committee may disapprove if the plans and specifications submitted are incomplete, or in the event the Committee deems the plans, specifications or details or any part thereof to be contrary to the spirit or intent of these conditions and restrictions. The decisions of the Committee shall be final. Neither the undersigned nor any architect or agent of the undersigned nor any member of the Committee by virtue of his membership thereon on discharge of his duties required thereby shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans or specifications. No building or improvements of any kind constructed or placed upon any of said lots thereafter shall be moved without the prior written approval of the Committee. In the event the Committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced within one year from the commencement thereof, approval will not be required and there will be deemed to have been full compliance with the related covenants.

Section 2. Architectural Control Committee. The Architectural Control Committee shall consist of one or more persons, not to exceed five persons appointed by the Declarant, their successors or assigns. The Declarant, their successors or assigns shall have the absolute right to remove and appoint members of the Committee at any time. The members of the Committee shall, as long as the restrictions, covenants, and conditions herein set forth are in force and effect, perform the duties imposed on it as herein set forth. At any time while the restrictions, covenants and conditions herein set forth remain in force and effect, the Declarant, their successors or assigns, may relinquish their powers to determine the number and members of the Committee. Such relinquishment may be accomplished by recording a declaration of such relinquishment in the office of the County Clerk and Recorder of Boulder County, Colorado, and such relinquishment must occur no later than the year 2000. From and after such relinquishment, the number and members of the Committee shall be determined by the Board of Directors of the Association. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant.

Section 3. Animal Control Provisions. The Architectural Control Committee shall also be in charge of enforcing the covenants and restrictions of this Declaration relating to animals and livestock. The Architectural Control Committee shall have the absolute authority to require the removal of an animal from the subdivision for a repeated violation of the covenants. The Architectural Control Committee may develop rules and regulations pertaining to the health, safety, and welfare of the animals in the subdivision. Dogs must be under the control of the owner at all times. Dogs will not be permitted to chase, annoy, or endanger any other wildlife on the property.

## ARTICLE V

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a recorded owner of a fee or undivided interest in any lot, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

(a) Class A. Class A members shall be all of those owners defined in Section A hereof with the exception of the Declarant as to those Lots which entitle Declarant to Class B membership in accordance with the next paragraph. Class A memberships shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section A. When more than one person holds such interest or interest in any Lot, all such persons shall be members, and the vote of such Lot shall be exercised in the same proportionate interests as such persons own such Lot, as set forth in the Bylaws, but in no event shall more than one vote be cast with respect to any such Lot.

(b) Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to five votes for each Lot in which it holds the interest required for membership by Section A above, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership are not less than the total votes outstanding in the Class B membership or on December 31, 2000, whichever event shall first occur.

Notwithstanding anything to the contrary herein, including the foregoing, the Declarant reserves the right to elect the Board of Directors of the Association until the total votes outstanding in the Class A membership are not less than the total votes outstanding in the Class B membership or December 31, 2000, whichever first occurs.

The owner or owners of a Lot shall hold and share the membership related to that Lot in the same proportionate interests and by the same type of tenancy in which the title to the Lot is held.

The corporation may suspend the voting rights of a member for failure to comply with rules or regulations of the corporation or with any other obligations of the owners of a Lot under the Declaration.

## ARTICLE VI

### COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, which are payable in quarterly installments; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments on each lot, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the real property and interests therein which comprise that lot and shall be continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association through its Board of Directors shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties and in particular for the enforcement of the covenants and restrictions contained herein, including the supervision and

compliance with all types of insurance and premiums deemed necessary by the Board of Directors, and legal and accounting fees and costs associated with activities of the Association.

**Section 3. Annual Assessments.** At the time of purchase from the Declarant, each lot shall be assessed that sum set by the Board of Directors as the annual assessment for the calendar year in which its purchase takes place. Each calendar year subsequent to the year of transfer of a lot by the Declarant the annual assessment shall be as set by the Board of Directors of the Homeowners Association.

(a) From and after the transfer of a lot by the Declarant, the maximum annual assessment may be increased each year for the lot or lots transferred not more than twelve percent (12%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after the transfer of a lot or lots, the maximum annual assessment for each lot transferred may be increased above twelve percent (12%) by vote of seventy-five percent (75%) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors of the Association shall, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for any year, which may be a lesser amount than the maximum.

(d) Nothing herein shall prevent the Board of Directors from collecting the annual assessment on a quarterly basis.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized by Section 3 hereof, the Association may levy a special assessment, applicable to such years as are described in the resolution authorizing the assessment, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the common properties, including the necessary fixtures and personal property related thereto, provided that a

resolution establishing any such assessment shall have the assent of seventy-five percent (75%) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

All or any part of the proceeds of any special assessment made as above provided, for the entire period over which the assessment is to be levied or any part thereof, may be assigned to a lender as security for repayment of a loan or loans made to pay, in whole or in part, the expenditure for which the special assessment was authorized. The rights granted to the lender under such assignment may include the right to require the Association to collect the special assessment, and the right of the lender directly to enforce any right of the Association to collect the special assessment itself.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3. hereof, and for the period therein specified, the Association may change the maximum and basis of the assessments fixed by Section 4. hereof prospectively for any such period, provided that any such change shall have the assent of seventy-five percent (75%) of the votes of the members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3. hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation, and provided further that land on which no lot exists shall not be assessed except in the manner provided for herein.

Section 6. FHLMC Restriction. Unless at least seventy-five percent (75%) of the first mortgagees of the lots within the properties have given their prior written approval, the Association shall not be entitled to change the method of determining the obligations, assessments, dues or other charges which may be levied against a lot.

**Section 7. Quorum for any Action Authorized Under Sections 4 & 5.** The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast seventy-five percent (75%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

**Section 8. Date of Commencement of Assessments; Due Dates.** The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The first annual assessment shall be made for the balance of the calendar year and become due and payable the first day of the month of said year as set by the Board of Directors. However, nothing herein shall prevent the Board of Directors from making one-twelfth (1/12) of each annual assessment due on a day each month fixed by the Board of Directors.

The amount of assessment for each lot in the year of transfer from the Declarant to the new owner shall not be prorated.

The due date for any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

**Section 9. Duties of the Board of Directors.** Except for the assessment due on the date of transfer of a lots, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a



roster of the properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for said assessment or any mortgagee or potential mortgagee or purchaser of property subject to assessment a certification in writing signed by an officer of the Association, setting forth whether said assessment has been paid and the amount of any unpaid assessments. The Association may charge a fee not to exceed Fifteen Dollars (\$15.00) for each certification. As to any mortgagee or purchaser who had disbursed funds in reliance thereon, such certification shall be conclusive against the Association as to items set forth therein.

Section 10. Effect of Non-Payment of Assessment: the Personal Obligation of the Owner; the Lien; Remedies of the Association. If an assessment is not paid on the date when due as specified in Section 9 or as set by the Board of Directors, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property subject to the assessment, which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The assessment shall be a lien against the real property which comprises the lot or lot assessed, and all appurtenances thereto and fixtures thereon. The real property comprising a lot or living unit shall include fee ownership in any lot, together with the dwelling, if any, and all fixtures and appurtenances. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property subject thereto; and

there shall be added to the amount of such assessment interest as above provided plus all costs of collection, including the Association's reasonable attorney's fees incurred in connection with the default and collection of amount due. If the Association elects to file a lien, the Association may file with the Clerk and Recorder of Boulder County a Statement of Lien with respect to the property, setting forth the name of the owner, the legal description of the property, the name of the Association, and the amount of delinquent assessments then owing, which Statement shall be duly signed and acknowledged by the President or Vice President of the Association, and which shall be served upon the owner of the property by certified mail to the address of the property or at such other address as the Association may have in its records for the owner of the property. Thirty (30) days following the mailing of such notice, the Association may proceed to foreclose the Statement of Lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Colorado. In either a personal or foreclosure action, the Association shall be entitled to recover as a part of the action the interest, costs and reasonable attorney's fees with respect to the action. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his unit.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to issue of a deed to such property pursuant to a decree of foreclosure, or a public trustee's deed pursuant to foreclosure through the public trustee, or a deed issued in any other proceeding in lieu of foreclosure. Such deed shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 12. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: All properties to the extent

of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use.

Notwithstanding any provisions herein, no lot or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

Section 13. Examination of Books and Records. A first mortgagee shall have the right to examine the books and records of Association.

Section 14. Notice to Mortgagee. Upon request of a first mortgagee of any unit, the Association shall report to such first mortgagee any unpaid assessments or other default under the terms of this Declaration which are not cured by said mortgagee's mortgagor within thirty (30) days. A fee not exceeding \$15.00 for each such report may be charged by the Association to the mortgagee.

Section 15. Notice of Meetings. Any first mortgagee of a unit, upon written request, shall be entitled to written notice of all Association meetings and be permitted to send a representative to such meetings.

Section 16. Mortgage as Proxy. Each owner shall have the right to irrevocably constitute and appoint the beneficiary of a trust deed his true and lawful attorney to cast his vote in this Association at any and all meetings of the Association and to vest in the beneficiary any and all rights, privileges and powers that he has as a unit owner under the Certificate of Incorporation and By-Laws of this Association or by virtue of the recorded Declaration of Covenants, Conditions, and Restrictions. Such proxy shall become effective upon the filing of notice by the beneficiary with the Secretary of the Association at such time or times as the beneficiary shall deem its security in jeopardy by reason of the failure, neglect or refusal of the Association, the managing agent or the unit owners to carry out their duties as set forth in the Declaration of Covenants, Conditions and Restrictions. A release of the beneficiary's

deed of trust shall operate to revoke such proxy. Nothing herein shall be construed to relieve a unit owner as mortgagor of his duties and obligations as a unit owner or to impose upon the beneficiary of the deed of trust the duties and obligations of a unit owner.

Section 17. Assessment Reserves. The Association or the managing agent may require an owner other than Declarant to deposit with the Association up to three times the amount of the estimated monthly common assessment, without interest, which sum shall be held by the managing agent or the Association as a reserve to be used for paying such owner's monthly common assessment and for working capital. Such an advance payment shall not relieve an owner from making the regular payments of the monthly common assessment as the same comes due. On the sale of his lot, an owner shall be entitled to a credit from the grantee for any unused portion thereof.

## ARTICLE VII

### GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-owners of seventy-five percent (75%) of the lots and the then-holders of seventy-five percent (75%) of the first mortgages has been recorded agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last-known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. Titles and Section Headings. Titles of Articles and Section headings shall be disregarded in the interpretation of this document, and shall have no binding effect.

Section 6. Rule Against Perpetuities. Any conveyance required herein which has not occurred within the lifetime of the survivor of Gregory A. Heming and David N. Levin, plus twenty years after the death of such survivor, shall not be required.

Section 7. Amendment. The covenants and restrictions of this Declaration may be amended only by an instrument signed by not less than seventy-five percent (75%) of the first mortgagees of each unit or lot (based upon one vote for each mortgagee). Any such amendment must be properly recorded.

THE FOREGOING covenants and restrictions are executed this 9<sup>TH</sup> day of MAY, 1990.

Levin-Heming Development Corporation,  
a Colorado Corporation

By [Signature]  
Greg A. Heming, President

Attest:

[Signature]  
David N. Levin, Secretary

STATE OF COLORADO  
COUNTY OF BOULDER

)  
ss.  
)

The foregoing instrument was acknowledged before me this  
9<sup>TH</sup> day of MAY, 1990, by Greg A. Heming as President  
and David N. Levin as Secretary of Levin-Heming Development Corporation, a Colorado  
Corporation.

Witness my hand and official seal.

My commission expires: December 8, 1993

[Signature]  
Notary Public





# Community Planning & Permitting

2045 13th Street, Boulder, CO 80302 303-441-3930 [www.bouldercounty.org](http://www.bouldercounty.org)

## Geologic Hazards

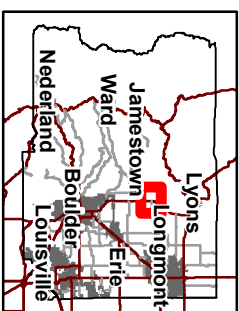
Cal-wood Fire Area

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

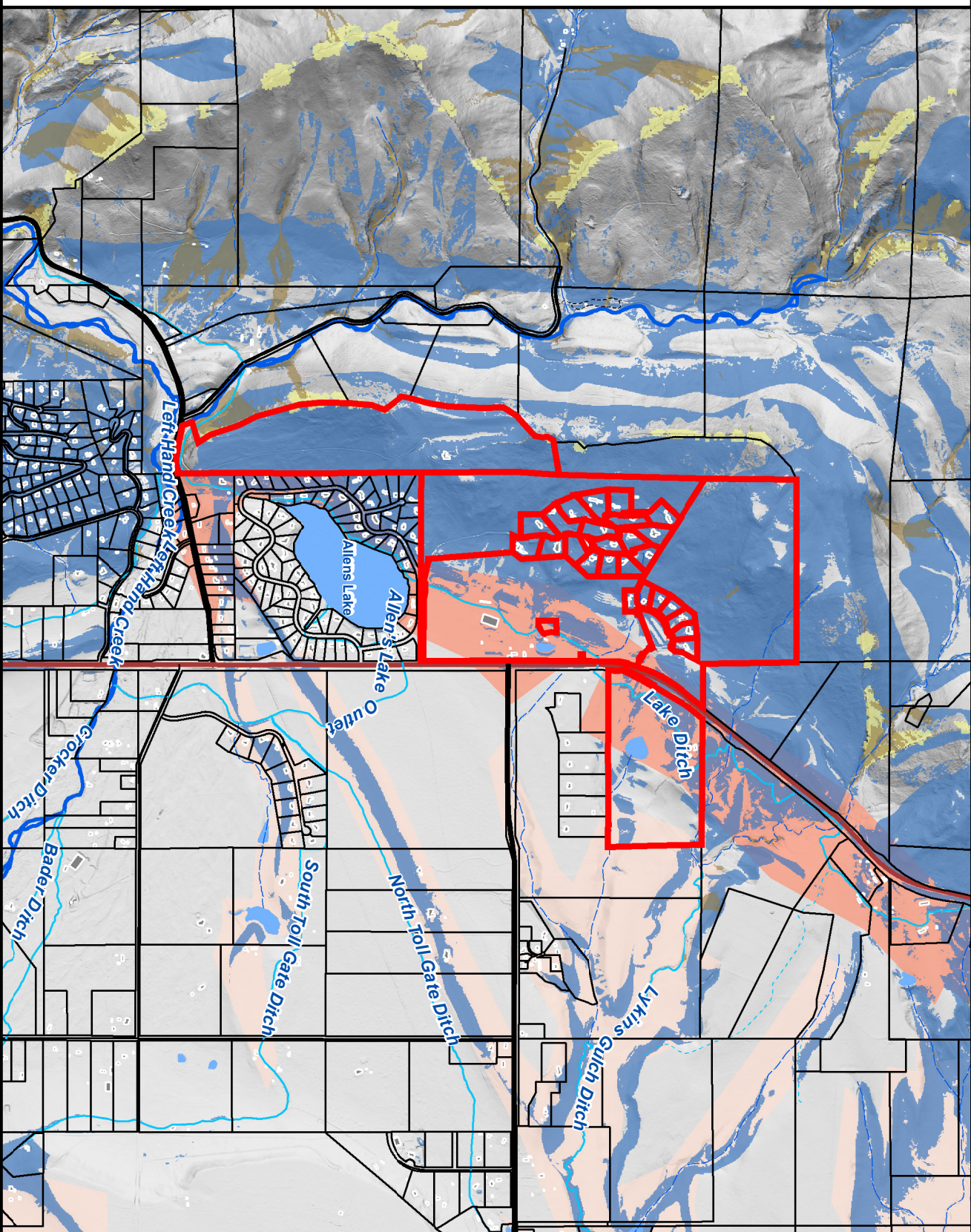
0 0.15 0.3 Miles



Area of Detail Date: 10/20/2020



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# COLORADO GEOLOGICAL SURVEY

1801 Moly Road  
Golden, Colorado 80401



November 19, 2020

Karen Berry  
State Geologist

Hannah Hippely  
Planning and Community Development  
City of Colorado Springs  
30 S. Nevada Ave, Suite 701  
Colorado Springs, CO 80901

**Location:**  
Decimal Degrees  
40.1510°, -105.2872°

**Subject: Calwood Fire Emergency  
Boulder County, CO;  
County Technical Aid Request; CGS Unique No. BO-21-0002**

Dear Hannah:

As requested, the Colorado Geological Survey (CGS) toured portions of the Calwood burn area with you on November 5, 2020. This included visual inspection of portions of Mountain Ridge and Foothills Ranch Subdivisions. The purpose of our visit was to evaluate impacts to identified geologic hazards (landslide susceptibility) from the fires and to evaluate for other hazards posed to rebuilding resulting from the fire. We offer the following observations and recommendations.

Landslide Susceptibility: Both subdivisions are:

- in landslide susceptibility zones as defined by Boulder County Geologic Hazard mapping; and,
- were constructed in a previous landslide deposit as depicted in the published (1988) geologic map of the Lyons Quadrangle (1:25 000 scale). The geologic map depicting the landslide deposit is overlain on Lidar imaging in Figure 1.

We did not observe any features related to the fire that would indicate any change in the landslide susceptibility at these locations. The geomorphology of the ground has not been significantly altered by the fire event. However, these locations remain susceptible to landslides and the water and grading recommendations by CGS in 1988 (limited irrigation; limited cuts and fills) remain valid.

Our observations indicate the original development made sound decisions about home site locations and associated cuts and fills within the landslide deposit. The extent and depths of cuts and fills are not excessive and do not appear to have created instability in the mapped landslide. We did not observe visible evidence of instability at the ground surface or at house locations. The Lidar image does not reveal active instability. The trees do not indicate soil creep or growth responses to ground movement such as "pistol butting" of tree trunks. In our opinion, potential for slope stability has not been altered due to the fire. CGS is not recommending a regional landslide study be conducted now due to the fire.

Fire-related geologic hazards: There are new geologic based hazards related to the fire that have not been previously mapped in these locations. As a direct result of the fire there is a high probability for mudflows, mudslides and debris laden flooding within the subdivisions at least through the first rain season and possibly as a result of snowfall this winter. We consider the entire area within both subdivisions vulnerable to surface runoff accompanied by mudflows, mudslides and debris laden flooding. It is unknown at what slope angle mudflows and/or mudslides may occur here. Publications by the United States Geological Survey and others (Springer) indicate landslide susceptibility (mudflows and mudslides are a type of landslide) on slopes as low as 10-degrees but these numbers are not specific to mudflows and mudslides at these locations. Figure 2 is a slope map derived from Lidar data showing slope angles in degrees.



As a rule of thumb, construction or disturbance to slopes as steep as 18-degrees or gradients of 3:1 (the ratio of vertical to horizontal) does not require stabilization or engineering in unconsolidated material that includes a mixture of clay, silt and sand. Long term stability generally requires engineering for unconsolidated material steeper than this. There are important exceptions to this general rule but both subdivisions include large areas steeper than 18 degrees as can be seen in Figure 2. These areas have been significantly disturbed by the fire in terms of the vegetation that helps maintain slope stability. There are boulders, cobbles, and fine-grained soil and ash that are no longer held in place by tree roots and other vegetation. This loose surface material can be seen in pictures 1 and 2.



Picture 1. Loose boulders



Picture 2. Loose cobbles, ash, and soil.

Mudflows, mudslides and debris laden flooding are hazards typical of burned forests especially where steep ground occurs such as at these locations. CGS has not evaluated the risk of these hazards but our experience in other recent fires in Colorado and Boulder County indicate a high probability these hazards will impact these subdivisions to some extent especially through the first rain and snow cycles. Exacerbating the problem is hydrophobicity of soils after fires. A hydrophobic soil results from the intense heat and gas being driven into the soil resulting in formation of a waxy substance that expels moisture resulting in an increase in volume of surface runoff. These fire-related hazards are directly related, to varying degrees, to hydrophobic soils, abundant ash and other fine debris, loose boulders and cobbles, downed trees and the slope of the ground. These new hazards are not related to the pre-existing landslide susceptibility of the underlying deposit but are related to the burn horizon at the ground surface. Hydrophobicity can take several years to be reduced naturally to the point where rainfall infiltrates significantly and surface runoff is decreased. The healing process can be helped by soil seeding and other labor-intensive activities that can break up the hydrophobicity of the soil.

Reconstruction of home-sites: CGS recommends that if and when home reconstruction is desired that it occur in the existing building footprint. We understand that damaged existing foundation elements will be removed and that a soils and engineering report prepared by a professional engineer will be required for any rebuilding. Additionally, CGS recommends that if a new building footprint or location of the foundation is desired that this be accompanied by a geologic hazard evaluation in addition to a soils and foundation investigation. This additional work should be prepared by a professional geologist and/or engineer experienced in geologic hazard evaluation.

Surface drainage: Existing drainage systems include culverts, ditches and swales. It should be expected that this drainage system will be overwhelmed by flow volumes that include mud, boulders, trees and fine debris. Problems with drainage system capacity should be evaluated by a Civil Engineer prior to reconstruction of homes within the subdivisions.

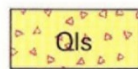
If you have questions or require further information, please email [jlovekin@mines.edu](mailto:jlovekin@mines.edu).

Sincerely,  
Jonathan R. Lovekin, P.G.  
Senior Engineering Geologist

A handwritten signature in blue ink that reads "Jonathan R. Lovekin".



Figure 1. Lidar hillshade depicting pre-fire home sites overlain by the Geologic Map of the Lyons Quadrangle, USGS GA-1629, published in 1988. Subdivisions are within the landslide area with triangular symbols. The morphology of the landslide feature (hummocky ground) is illuminated by the Lidar image.



**Landslide deposit (Quaternary)**—Slumps and earthflows composed of clay, silt, sand, and boulders as much as 10 ft in diameter. Also includes small block glides having poorly defined boundaries and internal structures



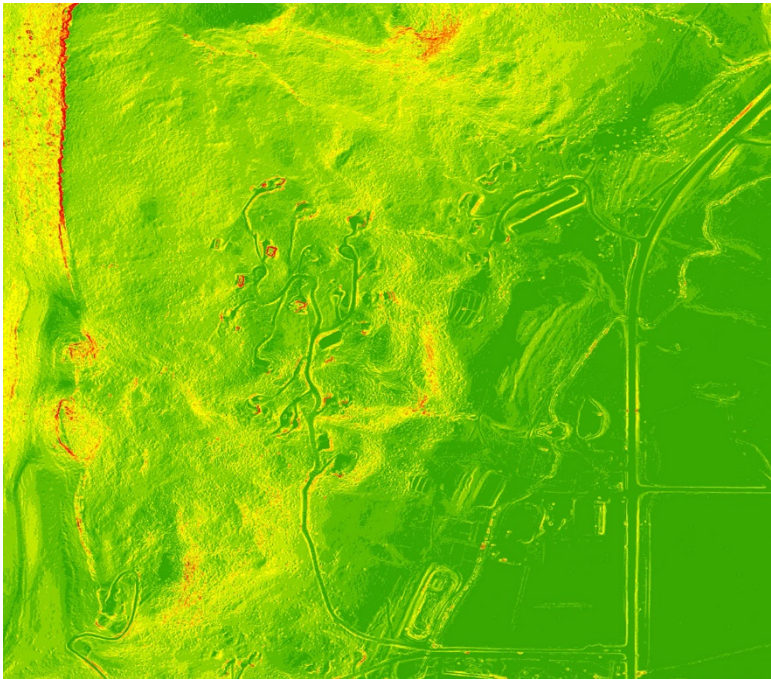


Figure 2. Slope map derived from Lidar data. Color legend is based on slope in degrees.

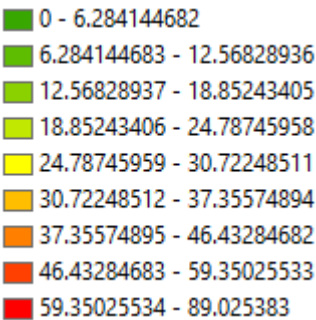


EXHIBIT F

Entry Id	Name	Last	Address of Damaged or Destroyed Home	City	State / Province / Region	Postal / Zip Code	Have you disposed of the household debris?	Have you removed the foundation and slab?	Have you had the foundation evaluated and if so, has a structural engineer approved its reuse?	Are you planning on rebuilding	If rebuilding, what is your timeline?	If rebuilding, what are your current thoughts (knowing that things may change) about what type of house you will build? Are you considering the same footprint? Same size? Smaller? Different design or roofline, etc.?	Have you sold the lot or thinking about selling?	Are you unsure on how / if / when you'll move forward?	Additional comments?
							No	Yes	No	No			Yes	No	
3	Charles	Pellerin	2993 Foothills Ranch Drive	Boulder	CO	80302	Yes	Yes	N/A	No			Trying to sell it		
4	Robin	Avery	9612 Mountain Ridge Place	Boulder	CO	80302	No	In process, almost complete, including removing foundation and slab.	No, just removed.	Yes.	ASAP	Tell us the rules!	Thought about it; planning to rebuild.	Tell us the rules. Let us proceed to rebuild.	The county and its "pause" for building permits creates delay, uncertainty, and annoyance. A more cynical person might infer that those are the purposes.
5	Bob	Kolb	9638 Mountain Ridge Place	Boulder	CO	80302	No	No	No	No	N/A	N/A	Thinking about it.	See comments below.	We've received a few bids from different companies for debris removal and our insurance company will let us know tomorrow which one we can proceed with.
6	Virginia	Haugland	9569 Mountain Ridge Pl	Boulder	CO	80302	Yes	Yes, or 90% in process		Yes	ASAP	Similar but not exact foot print. Like to have one story plus walkout instead of our previous two stories.	no	Only as we are waiting on the county	It is difficult or impossible to move forward given the county has put us on hold. Decisions must be made soon per our insurance to say nothing of being stuck in limbo. We would like to get started.
7	Lori	Kolb	9638 Mountain Ridge Place	Boulder	co	80302									

							No	No	No	Likely	Asap	Same size roughly Different design	Not really	Somewhat	My lot is almost clear My foundation will be evaluated within a week Awaiting guidelines and details from the county to begin design
8	Peter	Seamans	9578 mountain ridge dr	Boulder	Co	80301	Yes	Yes	No	Yes, Somewhere	End of first quarter to start	Smaller different design	Not sold, but an option that is not being seriously considered.	Somewhat	
9	Austin	Blood	9573 Mountain Ridge Drive	Boulder	Colorado	80302	Yes	Yes	No its gone	Yes	Start in June 2021	I am planning on 2500 to 3000 sq ft with 4 car garage. Modern style solar build smart	No	Yes	I am still waiting for USAA to reformat my policy. They were to give me an answer after Thanksgiving 2020. Still waiting. Not very good. Doesnt help me with the loss of home and wife.
10	Jack	Hanna	9552 Mountain Ridge Dr	Boulder	Colorado	80302	No	no	no	no			maybe	no	
11	Krsangi	Davis	9631 Mountain Ridge Pl	Boulder	CO	80302	No	No	No	Yes	Complete by three years	Same building envelope and not sure on size or design yet.	No	Yes, much depends on what parameters the county sets and if there are any issues with the land through the spring.	We have not yet moved forward with architectural design until we receive information from the county on regulations and code. That information will then allow us to make a decision on which way we will go with rebuilding.
12	Sheryl	Shafer	9533 Mountain Ridge Drive	Boulder	CO	80302	Yes	yes	N/A	yes	ASAP	Approximately same footprint and size but totally different design (plans for original design are not available)	No	No	We are anxious to rebuild as quickly as possible and appreciate the county's efforts to streamline the process for us so we can return home soon.
13	Sue	Ryan	9645 Mountain Ridge Place	Boulder	CO	80302									

							Yes	Yes		Yes	Starting as soon as possible	Same footprint but. Probably smaller	No		We are obviously weighing our options but our property is cleaned except for trees and we are ready for the next step which we appreciate that the county is willing to be helpful to us. Thankyou
14	Arthur, elizabeth	Annechari co	9634 Mountain Ridge Dr	Boulder	Colorado	80302	Yes	In progress	Not yet. Evaluation in progress.	Yes	Hopefully within 2 years of date of loss ( by October 2022)	Same foot print, floor plan, different roof line, enlarged garage stall for RV I am living in now!	No	Very certain with plan	United Policyholders have been fantastic providing information and support meetings. It is absolutely shocking how under insured homes are for total loss from wildfires. Legislation should be considered to guarantee enough coverage to rebuild the existing home that was loss, with requisite code upgrades. It seems that insurers are mainly interested in covering the mortgage for the mortgage company while leaving the homeowner struggle to finance a rebuild.
15	Kevin	Mott	9626 Mountain Ridge Drive	Boulder	CO	80302	Yes	Yes		No			Yes	No	We sold our lot to a development company.
16	Larry	Beard	9657 Mountain Ridge Place	Boulder	Colorado	80302	No	no	no	undecided				yes	
17	Conly	Schulte	9451 Mountain Ridge dr.	Boulder	CO	80302	No	no	no	maybe	not certain...insurance concerns	not certain	considering selling land	not certain	
18	Jackie	Knowles	9627 Mountain Ridge Pl	Boulder	CO	80302	No	no	no	planning to restore damaged portion of the house	beginning soon	maintain basic original structure and restore	not applicable	yes	Still in the process of sorting out insurance claim coverage
19	Jackie	Knowles	9424 Mountain Ridge Dr	Boulder	CO	80302									

							No	No	Yes and No, respectively	Maybe	Looks pretty long	Small changes	Possibly	Quite	Policy, regulatory, bureaucratic, and insurance issues are confusing and unclear, making decisions difficult and rebuilding, or even considering it, expensive
20	Kirk	Fowler	9624 Mountain Ridge Place	Boulder	CO	80302									