



3275 Akers Drive  
Colorado Springs, CO 80922  
Phone 719-520-6460  
Fax 719-520-6879  
www.elpasoco.com

## EL PASO COUNTY GRADING AND EROSION CONTROL PLAN CHECKLIST

EPC Project Number: TBD

Revised: July 2019

		Applicant	EPC
<b>1. GRADING AND EROSION CONTROL PLAN</b>			
a	Vicinity map	X	
b	Adjacent city/town/jurisdictional boundaries, subdivision names, and property parcel numbers labeled	X	
c	North arrow and acceptable scale (1"=20' to 1"=100')	X	
d	Legend for all symbols used in the plan	X	
e	Existing and proposed property lines. Proposed subdivision boundary for subdivision projects	X	
f	All existing structures	X	
g	All existing utilities	X	
h	Construction site boundaries	X	
i	Existing vegetation (notes are acceptable in cases where there is no notable vegetation, only grasses/weeds, or site has already been stripped)	X	
j	FEMA 100-yr floodplain	X	
k	Existing and proposed water courses including springs, streams, wetlands, detention ponds, stormwater quality structures, roadside ditches, irrigation ditches and other water surfaces. Show maintenance of pre-existing vegetation within 50 feet of a receiving water	X	
l	Existing and proposed contours 2 feet or less (except for hillside)	X	
m	Limits of disturbance delineating all anticipated areas of soil disturbance	X	
n	Identify and protect areas outside of the construction site boundary with existing fencing, construction fencing or other methods as appropriate	X	
o	Off-site grading clearly shown and called out	X	
p	Areas of cut and fill identified	X	
q	Conclusions from soils/geotechnical report and geologic hazards report incorporated in grading design (slopes, embankments, materials, mitigation, etc.)	X	
r	Proposed slopes steeper than 3:1 with top and toe of slope delineated. Erosion control blanketing or other protective covering required	NA	
s	Stormwater flow direction arrows	X	
t	Location of any dedicated asphalt / concrete batch plants	X	
u	Areas used for staging, storage of building materials, soils (stockpiles) or wastes. The use of construction office trailers requires PCD permitting	X	
v	All proposed temporary construction control measures, structural and non-structural. Temporary construction control measures shall be identified by phase of implementation to include "initial," "interim," and "final" or shown on separate phased maps identifying each phase	X	
w	Vehicle tracking provided at all construction entrances/exits. Construction fencing, barricades, and/or signage provided at access points not to be used for construction	X	
x	Temporary sediment ponds provided for disturbed drainage areas greater than 1 acre	NA	



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y	Dewatering operations to include locations of diversion, pump and discharge(s) as anticipated at time of design	NA	
z	All proposed temporary construction control measure details. Custom or other jurisdiction's details used must meet or exceed EPC standards	X	
aa	Any off-site stormwater control measure proposed for use by the project and not under the direct control or ownership of the Owner or Operator	X	
bb	Existing and proposed permanent storm water management facilities, including areas proposed for stormwater infiltration or subsurface detention	X	
cc	Existing and proposed easements (permanent and construction) including required off-site easements	X	
dd	Retaining walls (not to be located in County ROW unless approved via license agreement). Design by P.E. and building permit from Regional Building Department required for walls greater than or equal to 4 feet in height, series of walls, or walls supporting a surcharge	NA	
ee	Plan certified by a Colorado Registered P.E., with EPC standard signature blocks for Engineer, Owner and EPC	X	
ff	<p>Engineer's Statement (for standalone GEC Plan): This Grading and Erosion Control Plan was prepared under my direction and supervision and is correct to the best of my knowledge and belief. Said Plan has been prepared according to the criteria established by the County for Grading and Erosion Control Plans. I accept responsibility for any liability caused by any negligent acts, errors or omissions on my part in preparing this plan.</p> <p>_____ Engineer of Record Signature                      Date</p>	X	
gg	<p>Engineer's Statement (for GEC Plan within Construction Drawing set): These detailed plans and specifications were prepared under my direction and supervision. Said plans and specifications have been prepared according to the criteria established by the County for detailed roadway, drainage, grading and erosion control plans and specifications, and said plans and specifications are in conformity with applicable master drainage plans and master transportation plans. Said plans and specifications meet the purposes for which the particular roadway and drainage facilities are designed and are correct to the best of my knowledge and belief. I accept responsibility for any liability caused by any negligent acts, errors or omissions on my part in preparation of these detailed plans and specifications.</p> <p>_____ Engineer of Record Signature                      Date</p>	NA	
hh	<p>Owner's Statement (for standalone GEC Plan): I, the owner/developer have read and will comply with the requirements of the Grading and Erosion Control Plan.</p> <p>_____ Owner Signature                      Date</p>	X	
ii	<p>Owner's Statement (for GEC Plan within Construction Drawing set): I, the owner/developer have read and will comply with the requirements of the grading and erosion control plan and all of the requirements specified in these detailed plans and specifications.</p> <p>_____ Owner Signature                      Date</p>	NA	



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jj	<p>El Paso County: County plan review is provided only for general conformance with County Design Criteria. The County is not responsible for the accuracy and adequacy of the design, dimensions, and/ or elevations which shall be confirmed at the job site. The County through the approval of this document assumes no responsibility for completeness and/ or accuracy of this document.</p> <p>Filed in accordance with the requirements of the El Paso County Land Development Code, Drainage Criteria Manual Volumes 1 and 2, and Engineering Criteria Manual, as amended.</p> <p>In accordance with ECM Section 1.12, these construction documents will be valid for construction for a period of 2 years from the date signed by the El Paso County Engineer. If construction has not started within those 2 years, the plans will need to be resubmitted for approval, including payment of review fees at the Planning and Community Development Director's discretion.</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="border-bottom: 1px solid black; width: 40%;"></div> <div style="border-bottom: 1px solid black; width: 40%;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>County Project Engineer Signature</span> <span>Date</span> </div>	X	
<b>2. ADDITIONAL REPORTS/PERMITS/DOCUMENTS</b>			
a	Soils report / geotechnical investigation as appropriate for grading/utilities/drainage/road construction.	X	
b	Use Agreement/easement between the Owner or Operator and other third party for use of all off-site grading or stormwater control measures, used by the owner or operator but not under their direct control or ownership.	X	
c	Floodplain Development Permit	NA	
d	USACE 404/wetlands permit/mitigation plan	NA	
e	FEMA CLOMR	NA	
f	State Engineer's permit/Notice Of Intent to Construct	NA	
g	Stormwater Management Plan (SWMP)	X	
h	Financial Assurance Estimate (FAE) (signed)	X	
i	Erosion and Stormwater Quality Control Permit (ESQCP) (signed)	TBD	
j	Pre-Development Site Grading Acknowledgement & Right of Access Form (signed)	NA	
k	Conditions of Approval met?	X	



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<b>3. STANDARD NOTES FOR EL PASO COUNTY GRADING AND EROSION CONTROL PLANS</b>			
1	Stormwater discharges from construction sites shall not cause or threaten to cause pollution, contamination, or degradation of State Waters. All work and earth disturbance shall be done in a manner that minimizes pollution of any on-site or off-site waters, including wetlands.	X	
2	Notwithstanding anything depicted in these plans in words or graphic representation, all design and construction related to roads, storm drainage and erosion control shall conform to the standards and requirements of the most recent version of the relevant adopted El Paso County standards, including the Land Development Code, the Engineering Criteria Manual, the Drainage Criteria Manual, and the Drainage Criteria Manual Volume 2. Any deviations from regulations and standards must be requested, and approved, in writing.	X	
3	A separate Stormwater Management Plan (SMWP) for this project shall be completed and an Erosion and Stormwater Quality Control Permit (ESQCP) issued prior to commencing construction. Management of the SWMP during construction is the responsibility of the designated Qualified Stormwater Manager or Certified Erosion Control Inspector. The SWMP shall be located on-site at all times during construction and shall be kept up to date with work progress and changes in the field.	X	
4	Once the ESQCP is approved and a "Notice to Proceed" has been issued, the contractor may install the initial stage erosion and sediment control measures as indicated on the approved GEC. A Preconstruction Meeting between the contractor, engineer, and El Paso County will be held prior to any construction. It is the responsibility of the applicant to coordinate the meeting time and place with County staff.	X	
5	Control measures must be installed prior to commencement of activities that could contribute pollutants to stormwater. Control measures for all slopes, channels, ditches, and disturbed land areas shall be installed immediately upon completion of the disturbance.	X	
6	All temporary sediment and erosion control measures shall be maintained and remain in effective operating condition until permanent soil erosion control measures are implemented and final stabilization is established. All persons engaged in land disturbance activities shall assess the adequacy of control measures at the site and identify if changes to those control measures are needed to ensure the continued effective performance of the control measures. All changes to temporary sediment and erosion control measures must be incorporated into the Stormwater Management Plan.	X	
7	Temporary stabilization shall be implemented on disturbed areas and stockpiles where ground disturbing construction activity has permanently ceased or temporarily ceased for longer than 14 days.	X	
8	Final stabilization must be implemented at all applicable construction sites. Final stabilization is achieved when all ground disturbing activities are complete and all disturbed areas either have a uniform vegetative cover with individual plant density of 70 percent of pre-disturbance levels established or equivalent permanent alternative stabilization method is implemented. All temporary sediment and erosion control measures shall be removed upon final stabilization and before permit closure.	X	
9	All permanent stormwater management facilities shall be installed as designed in the approved plans. Any proposed changes that effect the design or function of permanent stormwater management structures must be approved by the ECM Administrator prior to implementation.	X	



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10	Earth disturbances shall be conducted in such a manner so as to effectively minimize accelerated soil erosion and resulting sedimentation. All disturbances shall be designed, constructed, and completed so that the exposed area of any disturbed land shall be limited to the shortest practical period of time. Pre-existing vegetation shall be protected and maintained within 50 horizontal feet of a waters of the state unless shown to be infeasible and specifically requested and approved.	X	
11	Compaction of soil must be prevented in areas designated for infiltration control measures or where final stabilization will be achieved by vegetative cover. Areas designated for infiltration control measures shall also be protected from sedimentation during construction until final stabilization is achieved. If compaction prevention is not feasible due to site constraints, all areas designated for infiltration and vegetation control measures must be loosened prior to installation of the control measure(s).	X	
12	Any temporary or permanent facility designed and constructed for the conveyance of stormwater around, through, or from the earth disturbance area shall be a stabilized conveyance designed to minimize erosion and the discharge of sediment off-site.	X	
13	Concrete wash water shall be contained and disposed of in accordance with the SWMP. No wash water shall be discharged to or allowed to enter State Waters, including any surface or subsurface storm drainage system or facilities. Concrete washouts shall not be located in an area where shallow groundwater may be present, or within 50 feet of a surface water body, creek or stream.	X	
14	During dewatering operations, uncontaminated groundwater may be discharged on-site, but shall not leave the site in the form of surface runoff unless an approved State dewatering permit is in place.	X	
15	Erosion control blanketing or other protective covering shall be used on slopes steeper than 3:1.	X	
16	Contractor shall be responsible for the removal of all wastes from the construction site for disposal in accordance with local and State regulatory requirements. No construction debris, tree slash, building material wastes or unused building materials shall be buried, dumped, or discharged at the site.	X	
17	Waste materials shall not be temporarily placed or stored in the street, alley, or other public way, unless in accordance with an approved Traffic Control Plan. Control measures may be required by El Paso County Engineering if deemed necessary, based on specific conditions and circumstances.	X	
18	Tracking of soils and construction debris off-site shall be minimized. Materials tracked off-site shall be cleaned up and properly disposed of immediately.	X	
19	The owner/developer shall be responsible for the removal of all construction debris, dirt, trash, rock, sediment, soil, and sand that may accumulate in roads, storm drains and other drainage conveyance systems and stormwater appurtenances as a result of site development.	X	
20	The quantity of materials stored on the project site shall be limited, as much as practical, to that quantity required to perform the work in an orderly sequence. All materials stored on-site shall be stored in a neat, orderly manner, in their original containers, with original manufacturer's labels.	X	
21	No chemical(s) having the potential to be released in stormwater are to be stored or used on-site unless permission for the use of such chemical(s) is granted in writing by the ECM Administrator. In granting approval for the use of such chemical(s), special conditions and monitoring may be required.	X	
22	Bulk storage of allowed petroleum products or other allowed liquid chemicals in excess of 55 gallons shall require adequate secondary containment protection to contain all spills on-site and to prevent any spilled materials from entering State Waters, any surface or subsurface storm drainage system or other facilities.	X	



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23	No person shall cause the impediment of stormwater flow in the curb and gutter or ditch except with approved sediment control measures.	X	
24	Owner/developer and their agents shall comply with the "Colorado Water Quality Control Act" (Title 25, Article 8, CRS), and the "Clean Water Act" (33 USC 1344), in addition to the requirements of the Land Development Code, DCM Volume II and the ECM Appendix I. All appropriate permits must be obtained by the contractor prior to construction (1041, NPDES, Floodplain, 404, fugitive dust, etc.). In the event of conflicts between these requirements and other laws, rules, or regulations of other Federal, State, local, or County agencies, the most restrictive laws, rules, or regulations shall apply.	X	
25	All construction traffic must enter/exit the site only at approved construction access points.	X	
26	Prior to construction the permittee shall verify the location of existing utilities.		
27	A water source shall be available on-site during earthwork operations and shall be utilized as required to minimize dust from earthwork equipment and wind.	X	
28	The soils report for this site has been prepared by <u>[Company Name, Date of Report]</u> and shall be considered a part of these plans.	X	
29	At least ten (10) days prior to the anticipated start of construction, for projects that will disturb one (1) acre or more, the owner or operator of construction activity shall submit a permit application for stormwater discharge to the Colorado Department of Public Health and Environment, Water Quality Division. The application contains certification of completion of a stormwater management plan (SWMP), of which this Grading and Erosion Control Plan may be a part. For information or application materials contact:  Colorado Department of Public Health and Environment Water Quality Control Division WQCD – Permits 4300 Cherry Creek Drive South Denver, CO 80246-1530 Attn: Permits Unit	X	
<b>4. APPLICANT COMMENTS</b>			
a	No temporary sediment pond is included in the plans as any runoff leaving the site will follow the historic path through the existing lot to the south and into the existing detention pond.	x	
b			
c			





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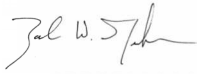

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### 5. CHECKLIST REVIEW CERTIFICATIONS

a	<p>Engineer of Record: The Grading and Erosion Control Plan was prepared under my direction and supervision and is complete and correct to the best of my knowledge and belief. Said Plan has been prepared according to the criteria established by the County for Grading and Erosion Control Plans.</p> <p>  4/16/2021</p> <p>_____ Engineer of Record Signature                      Date</p>	X	
b	<p>Review Engineer: The Grading and Erosion Control Plan was reviewed and found to meet the checklist requirements except where otherwise noted or allowed by an approved deviation request.</p> <p>_____ Review Engineer                      Date</p>		

ROBERT C. "BOB" BALINK El Paso County, CO  
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**MERIDIAN CROSSING  
MAINTENANCE AGREEMENT AND  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Park Place Enterprises, LLC, a Colorado limited liability company, owns the "Property" (described in Section 1.2 below) and hereby subject the Property to the following Maintenance Agreement and Declaration of Covenants, Conditions and Restrictions (hereafter referred to herein as the "Declaration").

**I. DEFINITIONS**

1.1 Declarant. "Declarant" shall mean Park Place Enterprises, LLC, whose address is 15 Mirada Road, Colorado Springs, Colorado 80906.

1.2 Property. "Property" shall mean the real property located in El Paso County, State of Colorado, and legally described on the attached "Exhibit A" to this Declaration, which is also known as the "Meridian Crossing Shopping Center," pursuant to the Meridian Crossing Plat, Filing Number 1, as the same may be hereafter modified, and hereinafter referenced as the "Plat".

1.3 Lot. "Lot" shall mean each lot within the Property, as shown on the Site Plan attached as "Exhibit B" hereto, as they may now or subsequently be platted, in accordance with the subdivision ordinances of El Paso County (as referenced herein as "the County").

1.4 Lot 1. "Lot 1" shall mean that lot designated as "Lot 1" on the Plat, as the same may be hereafter modified.

1.5 Improvements. "Improvements" shall mean and include anything which changes the exterior appearance of a Lot, including, but not limited to buildings, outbuildings, parking areas, loading areas, fences, walls, poles, signs, lighting, utility lines or facilities, or any other structure of any kind located or constructed on the Property, excavating, grading, landscaping, repairs, alterations and painting or repainting.

1.6 Common Improvements. "Common Improvements" shall mean those roads, streets and parking areas within the Property, utility lines and drainage facilities which serve more than one Lot, including without limitation all private roads within the Property and the detention ponds on Lots 5 and 6 serving the Property, and as further provided in Section 6.1.

1.7 Owner. "Owner" shall mean the person or entity, whether one or more, holding fee title to a Lot or other portion of the Property. An Owner may, with the prior written consent of the Maintenance Director, assign all or part of his rights, but not his duties hereunder, to a tenant on the Owner's Lot.

1.8 Maintenance Director. Declarant shall be the initial "Maintenance Director" and may thereafter appoint the Owner of a Lot as the initial successor Maintenance Director. Thereafter, a majority of the Lot Owners may remove and/or appoint subsequent Maintenance Directors.

1.9 Sharing Ratio. "Sharing Ratio" of each Lot is a fraction, the numerator of which is the square footage of the Lot, and the denominator of which is the square footage of all Lots containing completed buildings on the Property at the pertinent time. The total of all Sharing



Ratios must equal one. The Sharing Ratio of each Lot will be adjusted from time to time by Declarant, or the Maintenance Director as may be applicable, as buildings are completed on other Lots within the Property. Until a building is completed on a Lot, that Lot's Sharing Ratio is zero.

1.10 Operation and Maintenance Manual. The "Operation and Maintenance Manual" between and among the Declarant, the Lot Owners and the Board of County Commissioners of El Paso County, Colorado, recorded on \_\_\_\_\_, 2008 at Reception No. \_\_\_\_\_ in the records of the El Paso County Clerk and Recorder's office. The Operation and Maintenance Manual are incorporated herein by reference, including those provisions governing the maintenance of the detention facilities on the Property, hereinafter the "Detention Basin".

## II. APPLICABILITY AND PURPOSE

2.1 Applicability. The Property is hereby made subject to all of the easements, terms, conditions, covenants, restrictions and reservations contained in this Declaration, all of which shall apply to all of the Property, every Owner, and every person or entity having any interest in any portion of the Property after the date of this Declaration. The Property shall be held, sold, conveyed, transferred, hypothecated, encumbered, leased, rented, used, occupied, developed and improved subject to this Declaration. All of the terms, conditions, covenants, restrictions and reservations contained in this Declaration shall run with the Property and every portion thereof.

2.2 Purpose. The purpose of this Declaration is to establish a general plan for the development and improvement of the Property and to insure proper maintenance and use of the Property so as to:

- (a) Protect the Owners and tenants of the Property from development and use of other parcels within the Property that will depreciate the value and use of their Lots;
- (b) Enhance the value of the Property;
- (c) Prevent the erection on the Property of structures constructed of improper or unsuitable materials with unsuitable quality and methods of construction;
- (d) Insure adequate and reasonably consistent development of the Property;
- (e) Encourage and insure the erection of attractively designed Improvements appropriately located within the Property in order to achieve a harmonious appearance and function;
- (f) Provide adequate off-street parking;
- (g) Provide for the repair and maintenance of the Common Improvements so as to maintain the Property in a first-class appearance while utilizing efficiency in costs and expenses;
- (h) Provide for the repair and maintenance of the detention ponds on Lots 5 and 6;  
and
- (i) Generally promote the welfare of the Owners, tenants and occupants of the Property.

### III. USE OF THE PROPERTY

3.1 Use Restrictions. The Property shall be used only for the following purposes and only to the extent such uses are permitted without waiver or variance by applicable zoning of the County:

- (a) Retail or commercial use;
- (b) Offices;
- (c) Offices/ warehouse.

Lot 1 of the Property may also be used for any other use permitted by the County's zoning, as it may now or hereafter exist; for any Lot other than Lot 1, such Lot may also be used for any other use permitted by the County's zoning and provided Declarant has given its proper written approval to such other use. If Declarant fails to approve or disapprove any such requested additional use within thirty (30) days after a written request for approval was received by Declarant, the proposed use will be deemed approved.

### IV. REGULATION OF IMPROVEMENTS

#### 4.1 Building Appearance.

(a) Building Compatibility. Although the design of any building to be located within the Property must first and foremost meet the functional and economic needs of its occupants, the design must also be conceived so as to be compatible with other physical elements on the Lot as well as nearby structures. Thus, when each and every building is viewed in the context of the landscaping, graphics, lighting and other physical elements which will surround and integrate the buildings, the end product is intended to be a project which is both visually attractive and economically feasible.

(b) Materials and Finishes. The exterior walls of all buildings are to be constructed of material approved by Declarant. Buildings with all metal exterior walls shall not be permitted, although metal trim and ornamentation on buildings may be permitted, subject to approval of plans by Declarant as provided in Article V. All materials used to construct the exterior of a building shall present a neat, orderly finished appearance. Exterior wall textures and finishes must similarly present a uniform and consistent finish.

(c) Auxiliary Structures. All auxiliary or accessory buildings or structures, including but not limited to storage facilities, processing or maintenance equipment, air-conditioning equipment, skylights, water towers, cooling towers, communication towers, vents, flagpoles and fences, shall be architecturally and visually compatible with the primary buildings on the Lot and other Improvements within the Property, and shall be effectively shielded from view from other portions of the Property in a manner approved in writing by Declarant.

(d) Lot 1. The design, materials, finishes and Auxiliary Structures on Lot 1 shall not be subject to this Section 4.1 for so long as the same is built and operated as a

“McDonald’s,” in compliance with all corporate requirements for its restaurants and provided further that the same are constructed and maintained in compliance with all applicable laws.

4.2 Parking, Loading and Maneuvering Areas. Parking, loading and maneuvering areas are to be designed, located and constructed in accordance with the requirements for such areas prescribed by the zoning ordinances of the County (without waiver or variance) and approved by Declarant. All such areas shall be designed to mitigate any adverse visual impact when viewed from any street within or adjacent to the Property.

4.3 Landscaping.

(a) Overall Landscape Plan. William Guman & Associates, Ltd. has prepared or will prepare an overall landscape plan for the Property set forth on “Exhibit C”, which includes landscaping that must be installed by Owners on their Lots, at their expense. All landscaping on the Property must conform to this overall landscape plan. Additional landscaping may be installed by Owners on their Lots with the prior reasonable approval of Declarant, provided that it is consistent with the overall plan and this Section 4.3. Meridian Crossing’s Architectural Review Committee (ARC) shall review each of the individual Building Lot/Site Development Plot Plans for every proposed Building Lot, which in turn is required to meet El Paso County Land Development Code Section 6.2.2 as amended. Upon ARC approval of each Plot Plan written notice from the ARC shall be forwarded to El Paso County.

(b) General Requirements. Landscaping is required for all areas not devoted to buildings, parking, loading and maneuvering areas, driveways, walkways, trash enclosures or storage areas. All areas to be landscaped are to be completed with a permanent underground irrigation system designed to adequately water all materials. All landscaped areas are to be protected from pedestrian and vehicle damage by curbs, wheel stops or headers. Plant materials selected for landscaping a Lot should be complimentary to the materials selected for adjacent parcels, and landscaping for any Lot must be compatible with landscaping on the Property generally, in order to visually integrate Lots within the Property. Landscaping should also be utilized whenever possible to limit visibility from public view of areas such as loading areas, storage areas, trash enclosures and miscellaneous equipment such as utility meters, panels and transformers. Finished grading of all landscaped areas shall be coordinated with general Lot drainage plans.

(c) Street Landscaping. Plant materials utilized along streets adjacent to the Property should be located so as to indicate points of access to the Property and to minimize the visual impact of parking areas.

(d) Amount and Type of Landscaping. Landscaping should reflect a balanced distribution of live plant materials and inanimate materials (such as rock or bark). Live plant materials should consist of at least fifty percent (50%) of all landscaped areas. All areas not devoted to buildings, pavement or storage areas should be landscaped.

(e) Landscaping Installation. It shall be the responsibility of each Owner to provide for landscaping in compliance with all applicable County requirements, not only upon all undeveloped areas within the boundaries of the Lot, but also up to the curb or pavement of any public roadway abutting the Lot.

#### 4.4 Signs.

(a) Graphic Design Plan. Declarant has prepared or may prepare an overall graphic design plan for the Property establishing criteria for signs (which term shall include graphics and emblems visible from the exterior of any building) consistent with this Declaration. All signs must comply with all applicable zoning requirements of the County and on-site signs, and signage other than for Lot 1 must be further approved by Declarant as provided in Article V and must comply with standards established by Declarant's overall graphic design plan.

(b) Content and Composition. Signs permitted on the Property are restricted to identifying only the person, firm or company occupying and using the Lot, or the products produced or sold thereon, and all signs must be compatible with other signs on the Property. The design, composition and color of any sign other than for Lot 1 must be approved by Declarant. Signs may be lighted, but fluorescent or reflective colors shall not be permitted on any sign.

(c) Temporary Signs. Temporary identification signs shall be permitted within the Property only with the prior written approval of Declarant. This includes signs advertising the sale or lease of the Lot, signs naming the architects, engineers or contractors working at a Lot during any period of construction and signs listing the name of a future tenant of a Lot, but does not include promotional signs used by Declarant for marketing the Property.

4.5. Utilities. All telephone and power lines and lines for transmission of electronic signals installed upon the Property shall be underground, except for power substations and switching stations, which shall be adequately screened from view, and except for customary surface devices for access or control. Temporary power lines may be installed and used during construction on a Lot with the prior written consent of Declarant.

4.6 Excavation. No excavation shall be made except in connection with construction of an Improvement, for which plans have been approved by Declarant as required herein, and upon completion thereof, any exposed opening shall be backfilled and disturbed ground shall be graded, leveled and landscaped.

4.7 Variances, Etc. No Owner of any Lot within the Property shall be permitted a zoning or subdivision waiver or variance, or a special, conditional or accessory use of the Lot, without the prior written approval of Declarant.

4.8 Outside Uses. No storage, displays, pay telephones or sale of merchandise shall be permitted outside of any building located on a Lot without Declarant's prior written approval.

4.9 Waiver of Restrictions. Declarant may waive or grant a variance of any of the requirements or restrictions contained in this Article IV or in Article V below with respect to any Lot, if, in the reasonable judgment of Declarant, such waiver or variance would be consistent with intent and purpose of this Declaration and would not adversely affect any other Lot. Any Owner desiring a waiver or variance shall submit a written request to Declarant and shall provide all other information and material requested by Declarant. A waiver or variance may be granted only with the consent of Declarant and must be evidenced by a written instrument signed by Declarant. Declarant's rights under this Section 4.9 may be exercised by a majority of Lot Owners, once Declarant no longer serves as the Maintenance Director. If Declarant fails to approve or disapprove in writing any request for a waiver or variance within thirty (30) days after receiving all requested information relating to the waiver or variance, the requested waiver or variance shall be deemed approved. Separate variances from the El Paso County Land

Development Code may also be required which cannot be given by any party under this Declaration.

## V. APPROVAL OF PLANS

5.1 Approval Required. An "Improvement" is defined as anything which changes the exterior appearance of a Lot. No Improvement shall be constructed, erected, placed, altered, maintained or permitted on any Lot until plans and specifications for such Improvement have been approved by Declarant, as more fully set forth below. All Improvements, including those constructed by Declarant, must comply with applicable zoning restrictions and Design Guidelines for Park Place Enterprises, LLC Meridian Crossing Padsites Commercial Building and Padsites attached as "Exhibit D".

5.2 Planning Documents. No subdivision plat or replat of all or any portion of the Property may be submitted to governmental authorities or placed of record unless such plat has been approved in writing by Declarant prior to such submission or recording, and no development plan (as that term is defined in the zoning ordinances of the County) may be submitted to governmental authorities for approval without the prior written approval of Declarant.

5.3 Construction Documents. Before any building permit is obtained or work is commenced on any Improvement on the Property, there shall be delivered to Declarant final plans and specifications for the proposed Improvements, including elevations, site plans, grading and drainage plans, landscaping plans, outline specifications, samples of exterior materials and exterior colors, proposed signage, site lighting and construction schedules. No improvements shall be erected, placed, altered, maintained or permitted to remain on the Property until the required materials have been submitted to, received by and approved in writing by Declarant. Declarant's right to approve plans and specifications shall be limited to external features of the Improvement, and an Owner need not obtain Declarant's approval of plans for the interior of any Improvement. All Improvements shall be constructed in accordance with the plans and specifications approved by Declarant.

5.4 Condominium Documents. All documents either establishing condominiums or other forms of common use or ownership, or regulating use or maintenance of any portions of the Property, shall be submitted to and approved in writing by Declarant prior to their being recorded, and prior to the sale or rental of any Improvements on the affected Lot to any party Declarant's review of these documents is for the limited purpose of ensuring that adequate provisions are made for first-class maintenance of the Property and all Improvements thereon, and for adequate assessment procedures to fund the implementation of this Declaration, including the reimbursement of charges assessable against the Lot pursuant to Article VII of this Declaration.

5.5 Changes. No substantial change in any plat, development plan, plans and specifications or document required to be approved by Declarant in this Declaration shall be made unless the proposed change is submitted to and approved by Declarant. After Declarant has platted a Lot, there will be no further subdivisions of the Lot without Declarant's prior consent. Following the initial construction of the Common Improvements, no access drive or Common Improvement within 200 feet of any boundary of Lot 1 may be modified without the further consent and approval of the Owner of Lot 1, which consent and approval shall be either issued or denied within thirty (30) days of application therefore, or the same shall be conclusively deemed

approved. In the event that consent and approval is denied, the Owner of Lot 1 shall specify the reasons for disapproval and the applicant may modify and resubmit, as necessary.

5.6 Approval Procedures. Two complete sets of all plans and specifications and related materials pertaining to Improvements subject to approval by Declarant shall be submitted to Declarant, accompanied by a request for approval in writing over the signature of the Owner or the authorized agent of the Owner. Declarant's approval of submitted plans shall be based, among other things, on adequacy of Lot dimensions; adequacy of structural design; conformity and harmony of external design with neighboring structures; effect of location and use of improvements on operations and uses on neighboring Lots; relation of topography, grade and finished ground elevation of the Lot being improved to that of neighboring Lots; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose, general plan, intent and specific provisions of this Declaration. Declarant may from time to time establish and revise guidelines or standards relative to material, design and construction of any Improvements to be located upon the Property. Declarant's approval of plans and specifications as herein provided shall be evidenced by the signature of Declarant upon the plans and specifications so approved, or by other written instrument signed by Declarant. Declarant may approve or disapprove any submittal, or grant approval subject to specified conditions. Within thirty (30) days after it receives a submittal, Declarant shall deliver written notice to the party seeking the approval stating that approval is granted or that approval is granted subject to conditions and specifying the reasons for disapproval. Upon disapproval, the person seeking approval may then modify and resubmit the necessary material. If Declarant fails to either approve or disapprove submitted materials within thirty (30) days after they have been received by Declarant, it shall be conclusively presumed the Declarant has approved such materials.

5.7 Construction of Improvements. Upon receipt of approval from Declarant pursuant to Section 5.6, the Owner to whom approval is given shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all approved construction and alterations. In all cases, work shall be commenced within six (6) months from the date of such approval and shall proceed diligently to completion thereafter. If there is a failure to comply with this requirement, then the approval given pursuant to this Section shall be deemed revoked unless Declarant, upon request made prior to the expiration of said six (6) month period, extends the time for commencing the work. For purposes of this Declaration, construction shall be deemed to have commenced on a building if a building permit has been obtained and a foundation has been poured for the building, as approved by Declarant. For any Improvement other than a building, construction shall be deemed to have commenced if required building permits have been obtained and any work on the Improvement visible from the Lot in question has been done. All Improvements shall conform to the plans and specifications previously approved by Declarant.

5.8 No Liability. Neither Declarant, nor its successors or assigns, shall be liable for damages to anyone submitting plans to them for approval, or to any Owner, arising out of or in connection with the approval or disapproval of any such plans, or failure to approve any requested use or operation, or failure to grant any requested waiver or variance. Every person who submits plans for approval or requests a waiver or variance from Declarant, or requests approval of a particular use or operation from Declarant agrees, by submission of such plans or request, and every Owner or tenant of any Lot agrees, by acquiring title thereto or an interest therein, that he forever waives the right to bring action or suit against Declarant or its successors or assigns, to recover any such damages.



## VI. COMMON IMPROVEMENTS AND CROSS EASEMENTS

6.1 Designation. Current plats of portions of the Property establish, and with respect to currently unplatted portions of the Property, Declarant reserves the right to designate on any final subdivision plat, or on any other recorded documents affecting such portions of the Property, certain common streets, roads, parking areas, utility lines, drainage facilities, detention ponds, landscaping, lighting and signs to be installed and the areas in which they are to be installed, which shall be known as "Common Improvements." Common Improvements may be located on individual Lots.

6.2 Maintenance of Common Improvements. Common Improvements shall be maintained by the Maintenance Director following the recordation of this Declaration and any maintenance, repair or replacement of the Common Improvements by the Maintenance Director shall be deemed to be for the benefit of all Lots within the Property, and the Maintenance Director shall be entitled to assess Owners of Lots within the Property for all reasonable costs the Maintenance Director incurs in connection with such Common Improvements, as provided in Article VII. Such maintenance shall include compliance by the Maintenance Director with the Operation and Maintenance Manual including, without limitation, the performance of the required inspections, routine detention facility care, and recordation of such activities in the log book required thereby. The Maintenance Director will deliver to the Owner of any Lot periodic statements of the cost of maintenance for the Common Improvements, setting forth in reasonable detail the costs expended by the Maintenance Director and certified correct by the Maintenance Director and the Owner(s) of the other Lots will pay their share in accordance with the Sharing Ratio of such Lot of such cost within fifteen (15) days after receipt of the statement from the Maintenance Director of such maintenance costs. All such repairs shall be the sole responsibility of the Maintenance Director, including the following (which list shall be illustrative and not exclusive):

(a) Maintaining the surfaces at such grades and levels that they may be used and enjoyed as contiguous and homogeneous common areas, and maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or of similar quality, use and durability;

(b) Removing all papers, debris, snow, ice, filth and refuse and thoroughly sweeping the areas to the extent reasonably necessary to keep the areas in a neat, clean and orderly condition;

(c) Placing, keeping in repair and replacing any necessary appropriate directional signs, striping markers and lines; and operating, keeping in repair and replacing, when necessary, such artificial lighting facilities as shall be reasonably required;

(d) Maintaining any perimeter walls and retaining walls in good condition and state of repair;

(e) Maintaining all landscaped areas, making such replacements of shrubs and other landscaping as is necessary, and keeping the areas at all times adequately weeded, fertilized and watered; and

(f) Maintaining all water quality facilities, including without limitation, the Detention Basin.

Notwithstanding anything contained in this Section 6.2 to the contrary, the Owner of Lot 1 may elect to make any and all necessary and desirable repairs and maintenance for Lot 1 other than to Common Improvement drive aisles, the shared monument signs or Common Improvement utility lines except as otherwise permitted in accordance with Section 8.6, thereby releasing the Maintenance Director from the obligation to conduct such repairs or maintenance and which shall thereby exclude from such Owner's Sharing Ratio any costs of the repair or maintenance for the same. Notwithstanding the foregoing, the following shall remain a part of each Owner's Sharing Ratio: maintaining and repairing the shared monument signs, lighting, parking and drive-aisle striping, landscaping, snow removal on the drive aisles, the premiums on insurance policies required hereunder.

6.3 Grant of Easements. Declarant hereby declares the following perpetual non-exclusive easements which shall be deemed appurtenant to each Lot, shall both benefit and burden each Lot, shall run with the land, and shall be perpetual:

(a) An easement for cross-access, ingress and egress on, over and across all parking areas, streets and roads now or hereafter existing within the Property and designated as Common Improvements, whether or not contained within an Owner's Lot, and for the Maintenance Director to repair and maintain such parking areas, streets, and roads;

(b) An easement for cross-parking easement on all parking areas now or hereafter existing within the Property which are designated as Common Improvements, whether or not contained within any Owner's Lot; provided, however, that Declarant may hereafter restrict parking in certain Lots to the Owners, tenants, occupants, customers or visitors of such Owners;

(c) An easement for the installation, maintenance and repair of detention ponds, stormwater facilities and underground sewer, water, electricity, gas, telephone and other utility services in, to, over, under, along and across those portions of the Property necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation, and removal of utility lines serving each Owner's property. The initial location of any utility line shall be subject to the prior written approval of the Owner whose property is to be burdened thereby; provided however, the initial location of all utility lines to be located on the Property are hereby approved along with the access and utility easements shown on the Plat. Such easement shall be no wider than necessary to reasonably satisfy the requirements of a private or public utility company, or five (5) feet on each side of the centerline if the easement is granted to an Owner. The grantee of the utility easement shall provide the grantor a copy of an as-built survey showing the location of such utility line. The grantor of such utility easement shall have the right to relocate a utility line on such Owner's property upon thirty (30) days prior written notice to the grantee, provided that such relocation shall not interfere with or diminish the utility service to the grantee, shall not reduce or unreasonably impair the usefulness or function of such utility line, shall be performed without cost or expense to the grantee, shall be completed using materials and design standards which equal or exceed those originally used, and shall have been approved by the provider of such utility service and the all appropriate governmental authorities. As soon as possible following completion of any relocation of a utility, grantor shall provide grantee with an "as-built" survey at grantor's expense;

(d) A general easement to all police, sheriff, fire protection, ambulance and all other similar emergency agencies or persons to enter upon all streets and upon the Property in the proper performance of their duties;

(e) An easement to discharge surface storm water drainage and/or runoff over, upon and across the Property provided that: (i) The grades and surface water drainage/retention for the Property shall be initially constructed in strict conformance with the Plat; (ii) the discharge of surface storm water drainage and/or runoff shall not unreasonably interfere with any Owner's use of such Owner's Lot; and (iii) no Owner shall alter or permit to be altered the surface of the Property if such alteration would materially increase the flow of surface water onto an adjacent Owner's property either within the aggregate or by directing the flow of surface water onto a limited area.

(d) An easement for the installation, maintenance and replacement of all landscaping on the Property designated as Common Improvements; and

(e) An easement for the maintenance and replacement of lighting, signs and any other Improvements on the Property designated as Common Improvements.

6.4 Easement Rights of Owners. Each Owner is entitled to the non-exclusive use of all of the easements granted in Section 6.3. However, no disruption of any of the Common Improvements for the purposes of installation, repair or maintenance is allowed without prior written consent from Declarant, which consent may be conditioned upon such Owner's repair and restoration of the affected Common Improvements and which consent may be denied if such Owner has not fully paid his assessment obligations.

## VII. ASSESSMENTS

7.1 Assessment for Maintenance Expenses. All Owners shall be obligated to pay the assessments imposed by the Maintenance Director to meet the expenses of maintaining, repairing, replacing and insuring the Common Improvements, including cleaning, maintaining and repairing the Detention Basin and private road system. Assessments shall be made according to the Sharing Ratio of each Owner's Lot unless otherwise adjusted in accordance with Section 6.2, above. Subject to the provisions of this Declaration, the Maintenance Director shall have the power and authority to reasonably determine all matters in connection with assessments, including power and authority to determine where, when and how assessments should be paid, and each Owner shall be required to comply with any such determinations. An Owner shall have the right to review and audit at Owner's sole expense the records of the Maintenance Director relating to any assessments against Owner's property provided that:

(a) Such Owner makes a request of the Maintenance Director within sixty (60) days of the date of the applicable bill or statement to so audit the records; and

(b) In the event that an unrelated third party auditor, who is not compensated on a contingency basis, certifies that there is a discrepancy between the expenses billed to an Owner and such Owner's liability for such expenses, which discrepancy exceeds fifteen percent (15%) of such Owner's annual liability for expenses, the Maintenance Director shall pay the costs of the audit.

7.2 Determination of Amount of Regular Assessments. The total amount to be raised by regular assessments to pay the expenses of maintaining, repairing, replacing and insuring the Common Improvements, including cleaning, maintaining and repairing the Detention Basin and private road system, for the subsequent fiscal year shall be determined annually upon the Maintenance Director assuming the responsibility for maintenance of the Common improvements. The assessments for expenses shall be based upon the amount of cash the

Maintenance Director shall from time to time determine is required to pay all estimated expenses growing out of or connected with the maintenance, repair, replacement or insurance of the Common Improvements, including reasonable costs of administration. The Maintenance Director may establish, out of such repair assessments, a contingency or reserve fund for the replacement of those Common Improvements that must be replaced periodically.

To determine the total amount required to be raised by regular assessment, the Maintenance Director shall cause to be prepared an annual budget showing, in reasonable detail, the estimated costs and expenses which will be payable in the following year and the estimated income and other funds which will be available in the following year. The budget shall not require the approval of the Owners, but each Owner is entitled to a copy of the budget. Each Owner's share of the regular annual assessment shall be the total amount required to be raised by such assessment multiplied by the Owner's Sharing Ratio. Regular assessments shall be payable monthly as provided in Section 7.5.

7.3. Special Assessments. In addition to regular assessments, the Maintenance Director may levy special assessments, payable over such a period as the Maintenance Director may determine, for the purpose of defraying, in whole or in part, to the extent the amounts in any capital reserve fund are insufficient therefor, the cost of reconstruction, repair or replacement of the Common Improvements, including cleaning, maintaining and repairing the Detention Basin and private road system, or any part thereof, or for the other expenses incurred or to be incurred as provided in this Declaration or for any breach of this Declaration as provided herein.

7.4 Supplemental Assessments. In the event the amount received by the Maintenance Director on account of regular assessments is less than the amount required for maintaining, repairing, replacing or insuring the Common Improvements, whether as a result of defaults by some Owners in making payments or as a result of mistaken estimates in budgeting or otherwise, the Maintenance Director may, at any time, levy supplemental assessments to cover the deficiency.

7.5 Payment of Assessments. Prior to the commencement of each fiscal year as determined by the Maintenance Director, the Maintenance Director shall mail or deliver to each Owner a copy of the budget for Common Improvements for said fiscal year and a written statement of such Owner's annual assessment and monthly payments thereof. If an Owner acquires his Lot after the start of a fiscal year, a statement of that Owner's annual assessment and monthly payments shall be delivered to him by the request of seller at the closing of the purchase of his Lot. One-twelfth (1/12) of such Owner's annual assessment for estimated expenses relating to the Common Improvements shall be due and payable to the Maintenance Director on the first day of each month during the fiscal year. Such monthly payments shall be prorated if the initial ownership of a Lot commences on a day other than the first day of the month. If the Maintenance Director has not delivered to Owners the new budget by the first of the year, Owners will continue to pay monthly assessments in the manner provided herein at the previous year's amount until the new budget and assessment amount is delivered to Owners.

Any special assessment or any charge, fine, penalty or other amount payable with respect to any Owner or under any provision of this Declaration, shall be due and payable within fifteen (15) days after written notice of the amount due shall have been given by the Maintenance Director to the obligor thereof, and a late charge equal to five percent (5%) of the amount due shall be paid with all overdue payments. In addition, any amount payable to the Maintenance Director under this Declaration shall bear interest at the rate of eighteen percent (18%) per

annum, or the prime rate of Bank of America, N.A., plus five percent (5%), whichever is greater, from the date such amount is due and payable until the date it is paid.

7.6 Owner's Obligations for Payment of Assessments. The amount of expenses assessed against each Lot shall be the personal and individual debt of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid assessments, and costs of suit and attorneys fees, shall be maintained by the Maintenance Director without foreclosing or waiving any lien securing the same. No Owner may exempt himself from liability for assessments against his Lot by waiver of the use or enjoyment of any of the Common Improvements or by abandonment of his Lot. Except as provided in Section 7.8, with respect to first mortgagees or beneficiaries of first deeds of trust, a party acquiring fee simple title to a Lot shall be jointly and severally liable with the former Owner for all such amounts which had accrued and were payable at the time of the acquisition of fee simple title to the Lot by such party but without prejudice to such party's right to recover any of such amounts paid from the former Owner.

7.7 Lien for Assessments and Other Amounts. The Maintenance Director shall have a lien against each Lot to secure payment of any assessment, charge, fine, penalty or other amount due and owing to the Maintenance Director with respect to the Lot, plus interest at the rate of eighteen percent (18%) per annum or the prime rate of Bank of America, N.A., plus five percent (5%), whichever is greater, from the date due and payable, plus all costs and expenses of collecting the unpaid amount, including reasonable attorneys' fees. To evidence such lien, the Maintenance Director shall prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such a notice shall be signed by the Maintenance Director and may be recorded in the office of the El Paso County Clerk and Recorder, Colorado. Such lien shall attach from the date of the failure of payment of the amount due. Such lien shall be superior to any liens and encumbrances (except for taxes and first deeds of trust or first mortgages) and shall be superior to any exemptions as now or thereafter provided by state homestead law and federal law. The acceptance of a deed to a Lot shall constitute a waiver of such exemptions and all procedures and rights related thereto. Such lien may be enforced by foreclosure of the defaulting Owner's Lot by the Maintenance Director in like manner as a mortgage on real property. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien, and all reasonable attorneys' fees. The Owner shall also be required to pay the Maintenance Director the monthly assessment for the Lot during the period of foreclosure and any applicable redemption period, and the Maintenance Director shall be entitled to the appointment of a receiver to collect the same.

7.8 Right of First Mortgages. Notwithstanding any other provision of this Article VII, the holder or beneficiary of a first deed of trust or first mortgage on a Lot shall not be liable for any assessment, charge, fine or penalty and the lien for any such assessments, charges, fines or penalties shall be junior to any first deed of trust or first mortgage on a Lot taken in good faith and for value and perfected by recording in the office of the El Paso County Clerk and Recorder, Colorado, prior to the time a lien for failure to pay any such amount is recorded in said office. Upon title vesting in any first mortgagee or beneficiary of a first deed of trust (or their affiliated entities) by virtue of a foreclosure or by a deed in lieu thereof, such Lot shall be free and clear of any lien for unpaid amounts prior to the date title so vested and such Lot shall only be responsible for assessments attributable to expenses for Common Improvements arising after the date upon which such first mortgagee or beneficiary of a first deed of trust (or their affiliates) became vested with title to the Lot. However, this shall not release the predecessor Owner of such Lot from his obligation to pay all unpaid amounts due in accordance with this Declaration.

## VIII. MAINTENANCE OF IMPROVEMENTS

8.1 Obligation to Maintain. All Improvements constructed on a Lot shall be maintained, or caused to be maintained, by the Owner thereof in first-class condition; provided, however, that the Maintenance Director shall maintain all Common Improvements. Maintenance of each Lot shall include, but not necessarily be limited to, repairing any structural defects in Improvements, keeping the exteriors of any structures on the Lot in first-class condition, including painting as required, maintaining all landscaping/irrigation systems set forth on "Exhibit C" and pedestrian areas, streets and parking facilities on the Lot, keeping vehicular and pedestrian areas free from dangerous accumulations of snow and ice, keeping the Lot free of trash and debris, and keeping all signs/shared monument signs and lighting on the Lot clean and functional. At all times, but particularly during construction, the Owner of a Lot shall control noxious weeds and fugitive dust in accordance with applicable governmental requirements, and shall keep adjacent properties, streets and roads free from accumulation of mud, dirt and debris originating on the Property.

8.2 Landscape Maintenance. All landscaped areas are to be maintained in a neat and orderly fashion, and in accordance with the following requirements:

- (a) All planting areas shall be kept free of weeds and debris;
- (b) Lawn and ground covers shall be kept mowed and trimmed regularly;
- (c) All planting shall be kept in a healthy and growing condition.
- (d) Plantings within the sight distance triangles shall not be allowed to grow higher than 30" in height. Trees shall be set back a minimum of 4 feet from back of curb and shall be limited in size so as not to cause a safety issue for the traveling public. Trees shall be pruned to prevent sight distance and safety concerns. Plantings shall be well maintained so that they do not become a safety hazard or impediment to the traveling public.

8.3 Lot Owner Obligation to Maintain. The Declarant, the Maintenance Director and each Lot Owner agrees for themselves, their respective successors and assigns that they will regularly and routinely inspect, clean, maintain, remove snow and gravel, and pave, the private road system within the Property, and otherwise keep the same in good repair or cause the same to be done, all at their own expense.

8.4 Maintenance Director's Right to Maintain. If the Maintenance Director determines that any Lot or portion thereof or the Improvements located thereon are not being maintained in a manner specified in Sections 8.1 and 8.2 above, the Maintenance Director shall give the Owner thereof, or the person occupying the Lot involved, a written notice specifying the maintenance which the Maintenance Director determines is required under this Declaration. If the maintenance specified in such notice is not satisfactorily performed within thirty (30) days after delivery of such notice (or commenced and diligently pursued if such cannot reasonably be completed within thirty (30) days) (collectively, the "Maintenance Period"), the Maintenance Director shall thereafter have the right, but not the obligation, to perform such maintenance and shall have the right to enter the Lot involved and perform any acts reasonably necessary to complete such maintenance. The Maintenance Director shall not be liable for any losses, costs or damages to any tenant or Owner of any Lot on account of their performance of such maintenance



except for any such loss, cost or damage caused by their own gross negligence or willful misconduct. The Maintenance Director may delegate its maintenance rights hereunder to agents and independent contractors.

8.5 Reimbursement and Lien. If the Maintenance Director performs maintenance pursuant to Section 8.4 above, the Maintenance Director will submit to the Owner or the tenant of the Lot upon which or for whose benefit such maintenance was performed, a written statement of the costs incurred by the Maintenance Director in performing the maintenance. These costs shall be a personal obligation of the Owner involved and shall be paid to the Maintenance Director within twenty (20) days of receipt of such notice. If any such costs or assessments have not been paid after expiration of this twenty (20) day period, the Maintenance Director may thereafter record a lien against the Lot in the amount of all such costs or assessments together with all related costs incurred by the Maintenance Director in collecting such costs and assessments., which lien shall be senior to all other liens or encumbrances of record with respect to the Lot except for tax liens imposed by operation of statute and the lien of any first mortgage or first deed of trust. This lien may thereafter be foreclosed upon in the manner provided by Colorado law for foreclosing upon real estate mortgages. This lien shall provide that all sums expended by the Maintenance Director in foreclosing the lien and collecting the amounts due to the Maintenance Director (including reasonable attorneys' fees) shall be additional indebtedness secured by the lien.

8.6 Failure of Maintenance Director to Maintain. Should the Maintenance Director fail to repair and maintain, in accordance with Section 6.2, the drive aisles, shared monument sign or utility lines, the Owner of an affected Lot may deliver written notice to the Maintenance Director of such failure and, if such repair or maintenance is nevertheless not completed within ten (10) days of such notice, such Owner may, at its election, conduct such repair or maintenance and charge back the actual cost expended to the Maintenance Director, which sum the Maintenance Director shall pay as a Common Improvements expense within thirty (30) days of receipt of an invoice therefore.

8.7 No County Responsibility. El Paso County shall have no responsibility whatsoever to construct, maintain or repair any portion of the private road system, including but not limited to, graveling, paving, draining, removing snow, clearing or providing any other maintenance or repair, however defined.

## IX. ENFORCEMENT

9.1 Remedies. The terms, conditions, covenants, reservations and restrictions contained in this Declaration may be enforced as provided herein by Declarant and/or the Maintenance Director, acting for itself, and/or on behalf of all the Owners of Lots. Each Owner, by acquiring an interest in the Property, shall appoint irrevocably Declarant and the Maintenance Director as his attorney-in-fact for such purposes; provided, however, that if an Owner notifies Declarant or the Maintenance Director of a violation of this Declaration, and Declarant or the Maintenance Director fails to act to remedy such violation within thirty (30) days after receipt of such notification, then, and in that event only, an Owner may separately, at his own cost and expense, enforce the terms, conditions, covenants, restrictions and reservations of this Declaration. Violation of any term, condition, covenant, restriction or reservation contained in this Declaration shall give to Declarant and/or the Maintenance Director the right to enter upon the Lot wherein said violation or breach exists and to summarily abate and remove at the expense of the Owner any structure, thing or condition that may exist thereon contrary to the intent and

meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any provision of this Declaration to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation. Furthermore, any costs incurred by Declarant or the Maintenance Director in correcting any violation, whether summarily or by proceeding at law or equity, which are not paid by the owner of the Lot involved within thirty (30) days after receipt of written notice of such costs, may be filed as a lien upon the Lot as provided in Section 7.7. Neither Declarant, the Maintenance Director nor an Owner shall be required to post any bond as a condition to the granting of any injunctive relief for a violation of this Declaration (including a preliminary injunction or temporary restraining order), nor shall the right to such injunctive relief be affected by any arbitration provisions in any contract executed by an Owner, a tenant or their agents. The rights and remedies provided herein shall be cumulative and not exclusive and shall be in addition to, and not in lieu of, any other rights and remedies that may exist in the event of a violation of this Declaration. The exercise of any one or more of such rights and remedies shall not be deemed an election precluding the exercise of any of the others.

9.2. Inspection. Declarant may from time to time at any reasonable hour enter and inspect any part of the Property and any Improvements thereon to ascertain compliance with this Declaration. Except in emergency situations, Declarant will use good faith efforts to give Owner at least twenty-four (24) hours advance notice of any such entry. Entry by Declarant or its agents upon any part of the Property and all action taken thereupon in connection with the care and maintenance thereof, or pursuant to any rights of Declarant hereunder, shall not be deemed a trespass, and all claims for damages by reason thereof are hereby expressly waived and shall be deemed waived forever by the acceptance of any interest whatsoever in any part of the Property.

9.3 No Waivers. The failure of Declarant or any other party to enforce any of the terms, conditions, covenants, restrictions or reservations contained in this Declaration shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other term, condition, covenant, restriction or reservation. Neither Declarant nor any other party with the right of enforcement shall be liable for any failure to enforce any term, condition, covenant, restriction or reservation contained in this Declaration.

9.4 Costs and Fees. In any legal or equitable proceeding for the enforcement or to restrain the violation of any provision of this Declaration, or to collect damages as a result of any such violation, the losing party or parties shall pay all costs and the reasonable attorneys' fees of the prevailing party or parties. Recoverable costs shall include, without limitation, the costs of investigation, discovery and settlement, expert witness fees and all additional costs incurred in enforcing or collecting any judgment rendered. Jurisdiction and venue shall be in the El Paso County District Courts.

## X. TERMINATION AND AMENDMENT

10.1 Term. This Declaration, and any amendments hereto, shall remain in effect for a period of twenty-one (21) years from the date this Declaration is recorded with the El Paso County Clerk and Recorder and shall automatically be renewed for successive ten (10) year periods unless, prior to the expiration of the initial term or any ten (10) year extensions thereof, an instrument stating that extension is not desired, signed and acknowledged by the Owners of Lots with Sharing Ratios totaling at least seventy-five percent (75%), is recorded with the El Paso County Clerk and Recorder. However, no such termination will terminate the easements provided for in Section 6.3 of this Declaration.

10.2 Amendment. Notwithstanding Section 10.1, this Declaration may be amended or terminated at any time by a written instrument referring to this Declaration executed by Declarant and by Owners holding at least two-thirds (2/3) of the total Sharing Ratios of all Owners, including Declarant, duly acknowledged and recorded with the El Paso County Clerk and Recorder. Notwithstanding the above, any provisions regarding the obligations of the Declarant, Maintenance Director, and individual Lot Owners with respect to the Detention Basin, including those set forth in the Operation and Maintenance Manual, shall neither terminate nor be amended except by written agreement with the Board of County Commissioners. Amendments to this Declaration shall become effective upon being recorded with the El Paso County Clerk and Recorder. Notwithstanding the foregoing, provisions of this Declaration which call for the approval of Owners with specified Sharing Ratios may not be amended except upon the approval of the Owners with such Sharing Ratios, and the consent of other Owners is not required with respect to supplements which Declarant is authorized to record pursuant to specific provisions of this Declaration.

## XI. DECLARANT'S RIGHTS AND DUTIES

11.1 Exemption of Declarant. Nothing in this Declaration shall limit, and no Owner shall do anything to interfere with, the right of Declarant to subdivide any unplatted portion of the Property, or to complete excavation and grading and construction of Improvements to and on any unplatted portion of the Property. Such right shall include, but shall not be limited to, carrying on excavation and grading work and erecting, constructing and maintaining on the Property such structures as may be reasonably necessary for the conduct of Declarant's work on the Property or the sale, lease or other disposition of the Property.

11.2 Assignment of Declarant's Rights and Duties. Any and all of the rights, powers, reservations and duties of Declarant herein contained may be assigned by Declarant to any person, corporation or association which will assume any or all of the duties of Declarant hereunder, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment, said assignee shall, to the extent of such assignment, assume Declarant's duties hereunder, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. Upon such assignment, and to the extent thereof, Declarant shall be relieved from all liabilities, obligations and duties hereunder. The term "Declarant" as used herein includes such assignee of Declarant, and its heirs, successors and assigns.

11.3 Resolution of Questions of Construction. If any doubt or question arises concerning the true intent or meaning of any of the provisions, covenants, conditions and restrictions contained in the Declaration, the Declarant, shall determine the proper construction of the provisions in question and shall set forth the meaning, effect, and application of the provision in a written instrument duly acknowledged by the Declarant and recorded in the County records. This determination will thereafter be binding on all parties so long as it is not arbitrary or capricious.

11.4 Right to Add Additional Land. Declarant shall have the right to add additional lands adjacent to the Property to this Declaration. If Declarant wishes to exercise this right, it will record a written statement (the "Annexation Notice") referring to Section 11.4 of this Declaration describing the additional land being added to this Declaration. Upon the Annexation Notice being placed at record in El Paso County, Colorado, the additional land so described shall automatically

become part of the "Property", be subjected to this Declaration, and shall be burdened and benefited by, all provisions as contained herein. If all or any portion of the additional land being added to these Covenants is platted, the Annexation Notice may also modify the Sharing Ratios for existing Lots to reflect the addition of additional Lots, but in no event may any existing Lot's Sharing Ratios be increased by such Notice. Unless otherwise stated in the Annexation Notice, the modifications to Sharing Ratios will be effective upon recording of the Annexation Notice. The Annexation Notice may also modify any of the provisions of this Declaration with respect to the additional lands being annexed.

## **XII. NOTICES**

Any notices required or permitted by this Declaration shall be in writing and shall be personally delivered or mailed, postage prepaid, by registered or certified mail, return receipt requested, and shall be directed as follows:

(a) If intended for an Owner, (i) to the address of the Lot if improved; or (ii) if the Lot is not improved, to the address set forth in the purchase contract for the Lot; and (iii) if neither of the foregoing, to the last known address of the Owner; and

(b) If intended for Declarant, to Park Place Enterprises, LLC, Attention: Wayne Harris, 1615 Briargate Blvd, Colorado Springs, Colorado 80920.

Any Owner may specify a different address for notices by delivery of written notice to Declarant, and Declarant may specify a different address for notices by delivery of written notice to the other and to all Owners.

## **XIII. MISCELLANEOUS**

13.1 **Constructive Notice and Acceptance.** Every person who now owns or hereafter acquires any right, title or interest in or to any portion of the Property shall be conclusively deemed to have consented and agreed to every term, condition, covenant, restriction and reservation contained in this Declaration, whether or not any reference to this Declaration is contained in any instrument conveying to such person any interest in the Property.

13.2 **Severability.** All of the terms, conditions, covenants, restrictions and reservations contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said terms, conditions, covenants, restrictions and reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other terms, conditions, covenants, restrictions or reservations or any part thereof shall be thereby affected or impaired, but shall continue in full force and effect.

13.3 **Benefits and Burdens.** All of the terms, conditions, covenants, restrictions and reservations contained in this Declaration shall run with the land and shall bind and inure to the benefit of Declarant the Maintenance Director, all Owners located within the Property, and their respective heirs, successors, personal representatives and assigns.

13.4 **Singular and Plural.** Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

13.5 Headings. The article and section headings in this Declaration are for convenience only and shall not be used in its interpretation or considered part of this Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of 7/24, 2008.

[Signature pages to follow.]

DECLARANT:

PARK PLACE ENTERPRISES, LLC, a  
Colorado limited liability company

By: [Signature]

Its: Managing Member

STATE OF COLORADO )  
 ) ss.  
COUNTY OF EL PASO )

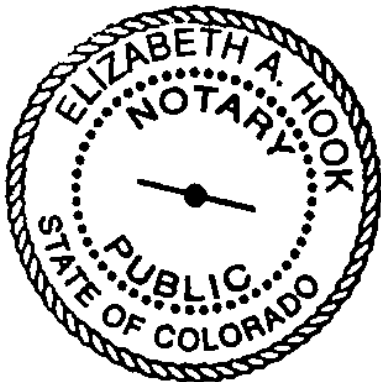
Before me, a Notary Public, on the 7<sup>th</sup> day of, 2008, personally appeared [Signature] as Managing Member of Park Place Enterprises, LLC, who, being duly sworn, acknowledged that he executed the foregoing for the purposes therein expressed.

Witness my hand and official seal.

My commission expires: 12-14-2010

(S E A L)

[Signature]  
Notary Public





## EXHIBIT A

KNOW ALL MEN BY THESE PRESENTS:  
THAT FKJ PROPERTIES LLC AND CYGNET LAND LLC. BEING THE OWNERS  
OF THE FOLLOWING DESCRIBED TRACT OF LAND:

A TRACT OF LAND LOCATED IN THE NORTH EAST 1/4 OF SECTION 12,  
TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO  
COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF TRACT A, FALCON  
HIGHLANDS MARKET PLACE FILING NO. 1 AS RECORDED AT RECEPTION  
NO. 205204360 OF THE RECORDS OF SAID EL PASO COUNTY: thence  
THE NORTHEAST CORNER OF SAID SECTION 12 BEARS N29°54'23"E, A  
DISTANCE OF 1163.99 FEET;

1. THENCE S39°26'03"E ALONG THE SOUTHWESTERLY LINE OF SAID  
TRACT A, A DISTANCE OF 471.25 FEET TO THE MOST SOUTHERLY  
CORNER OF SAID TRACT A, SAID POINT ALSO BEING ON THE  
NORTHWESTERLY RIGHT-OF-WAY LINE OF MCLAUGHLIN ROAD;

2. THENCE S43°45'43"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY  
LINE, A DISTANCE OF 767.12 FEET TO A POINT ON THE NORTHEASTERLY  
RIGHT-OF-WAY LINE OF ROLLING THUNDER WAY AS PLATTED IN SAID  
FALCON HIGHLANDS MARKET PLACE FILING NO. 1, SAID POINT BEING A  
POINT OF NON-TANGENT CURVE TO THE LEFT;

THE FOLLOWING FOUR (4) COURSES FOLLOW SAID NORTHEASTERLY  
RIGHT-OF-WAY LINE OF ROLLING THUNDER WAY:

1. THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE  
LEFT WITH A RADIUS OF 1060.00 FEET, A DELTA ANGLE OF 04°26'02",  
AN ARC LENGTH OF 82.03 FEET, WHOSE LONG CHORD BEARS  
N45°34'40"W, A DISTANCE OF 82.01 FEET;

2. THENCE N47°47'41"W A DISTANCE OF 209.06 FEET TO A POINT OF  
CURVE TO THE LEFT;

3. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A  
RADIUS OF 990.00 FEET, A DELTA ANGLE OF 12°37'08", AN ARC LENGTH  
OF 218.04 FEET, WHOSE LONG CHORD BEARS N54°06'15"W, A DISTANCE  
OF 217.60 FEET;

4. THENCE N60°24'49"W A DISTANCE OF 6.34 FEET TO A POINT ON THE  
SOUTHEASTERLY RIGHT-OF-WAY LINE OF MERIDIAN ROAD AS PLATTED IN  
SAID FALCON HIGHLANDS MARKET PLACE FILING NO. 1, SAID POINT ALSO  
BEING ON A NON-TANGENT CURVE TO THE RIGHT;

THE FOLLOWING TWO (2) COURSES FOLLOW SAID SOUTHEASTERLY RIGHT-  
OF-WAY LINE OF MERIDIAN ROAD:

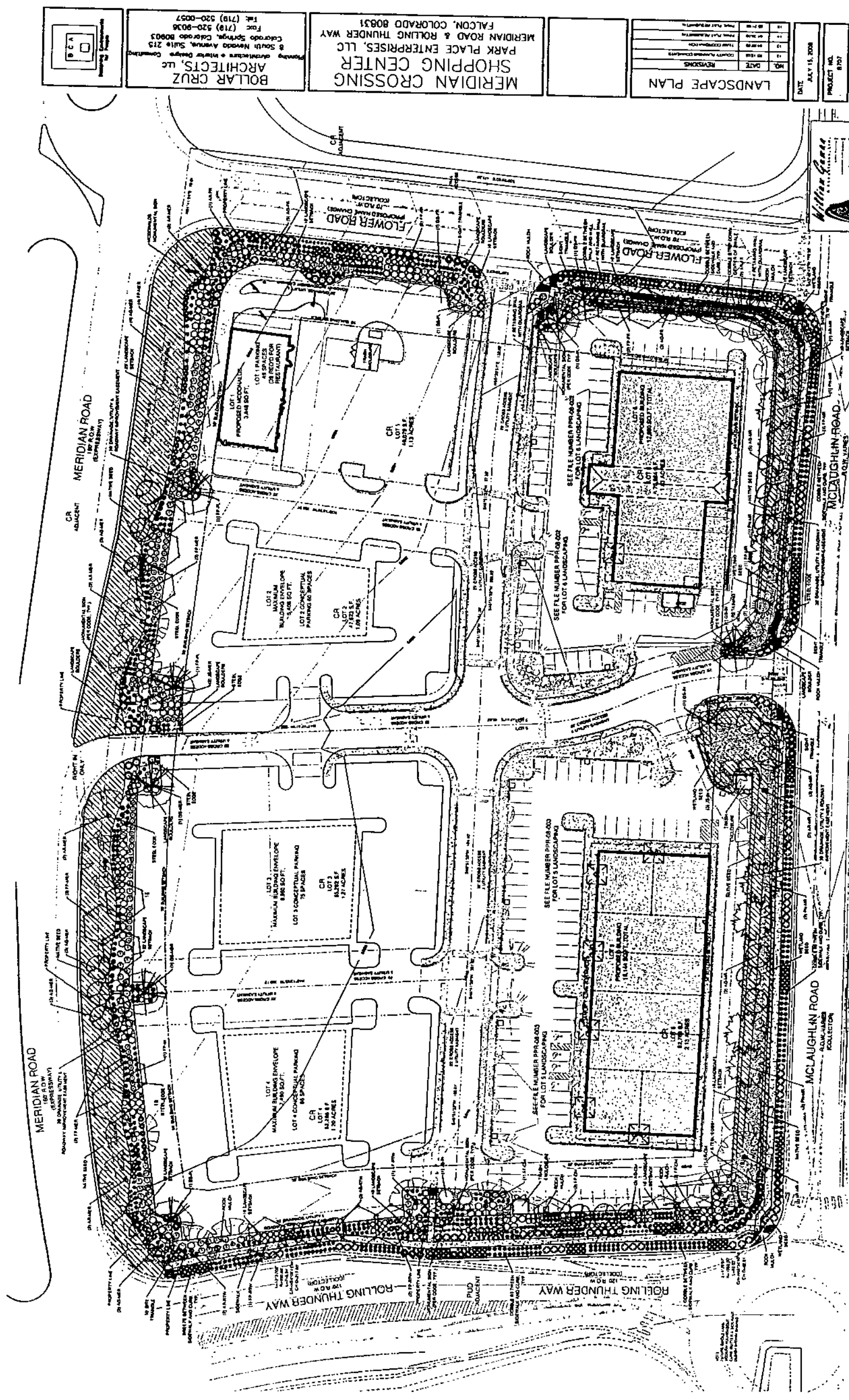
1. THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1320.00 FEET, A DELTA ANGLE OF 19°17'49", AN ARC LENGTH OF 444.57 FEET, WHOSE LONG CHORD BEARS N42°02'30"E A DISTANCE OF 442.47 FEET;

2. THENCE N51°41'24"E A DISTANCE OF 420.76 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE TRACT OF LAND CONTAINS 414,638 SQUARE FEET OR 9.52 ACRES, MORE OR LESS.







LANDSCAPE PLAN  
NO. 1  
DATE: JULY 15, 2008  
PROJECT NO. 8707  
SHEET L-2  
OF 2 SHEETS

Meridian Crossing  
SHOPPING CENTER  
PARK PLACE ENTERPRISES, LLC  
FALCON, COLORADO 80831  
BOLLAR CRUZ  
ARCHITECTS, LLC  
8 South Nevada Avenue, Suite 215  
Colorado Springs, Colorado 80903  
Tel: (719) 520-9036  
Fax: (719) 520-0057

FILE NO.: SP-07-002  
FOR ADDITIONAL INFORMATION ONLY  
NORTH  
0 10 20 30 60 100  
1" = 30'-0"

PERIMETER LANDSCAPE PLAN (LOIS) L-2  
EXHIBIT C

**EXHIBIT D**

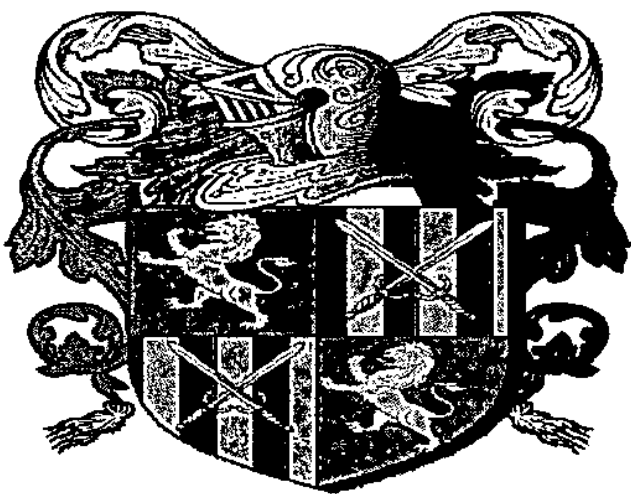
**DESIGN GUIDELINES**

for

**PARK PLACE ENTERPRISES, LLC  
MERIDIAN CROSSING PADSITES**

**COMMERCIAL BUILDINGS AND PADSITES**

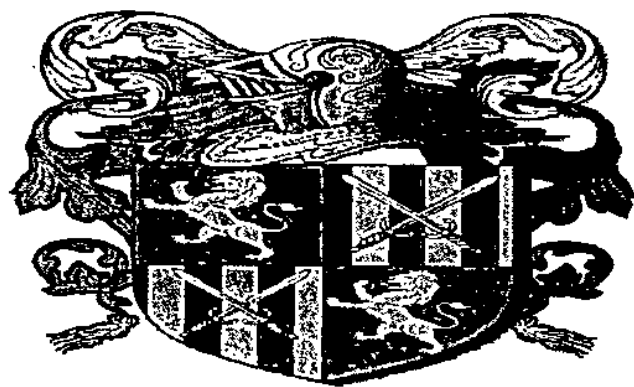
**Park Place Enterprises, LLC  
15 Mirada Road  
Colorado Springs, CO 80906  
(719) 266-9300**



**Meridian Crossing Center**



# **MERIDIAN CROSSING GUIDELINES FOR COMMERCIAL DEVELOPMENTS**



**Meridian Crossing Center**

## **INDEX**

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<b>200</b>	<b>EXTERIOR FINISH BUILDING MATERIALS</b>
<b>300</b>	<b>LANDSCAPE GUIDELINES</b>
<b>400</b>	<b>SIGNAGE REQUIREMENTS</b>
<b>500</b>	<b>APPROVALS-DESIGN REVIEW CHECKLIST</b>
<b>600</b>	<b>CONDITIONS, COVENANTS AND RESTRICTIONS</b>



## **SECTION 100**

### **ARCHITECTURAL GUIDELINES MERIDIAN CROSSING RETAIL DEVELOPMENTS**

- 1.1 Tenant shall submit both preliminary and final construction documents to the Architectural Review Committee (ARC), c/o Bollar Cruz Architects, LLC, 8 South Nevada Avenue, Suite 215, Colorado Springs, CO 80903; (719) 520-0057; Attn: George Cruz. Three (3) sets of documents to be submitted for review and approval, one set to be returned with comments. Submittals shall include site plan, exterior building elevations, landscape plan and all signage details. Elevations and signage submittal to include colors and materials. Development plan submittal to the County or City of Colorado Springs should not be made until plans are approved by the ARC. If County or City submittal is made prior to approval by the ARC, any changes required through the review by the ARC shall be incorporated by the Tenant into amendments to the County or City submittals at their cost.
- 1.2 Common building materials are to be utilized throughout the development. Predominate material can be highlighted with other approved materials as long as good design standards are followed. See list of approved exterior building materials in Section 200.
- 1.3 Each building will have a clearly defined, highly visible customer entrance treatment such as: canopies, arcades, arches, wing walls, and/or integral planters.
- 1.4 All building facades, which are visible from adjoining public streets, are to feature architectural materials similar to the front façade.
- 1.5 Rooftop mechanical units to be screened and/or concealed within the building design.
- 1.6 Maximum main building height: 45 feet. Maximum out lot building height: 30 feet, Maximum canopy clearance: 14' – 6". Maximum canopy façade height: 4' – 6". Maximum canopy height to top of hip roof: 19' – 6".
- 1.7 Loading docks, trash collection areas, and outdoor storage areas shall be designed so that the visual impacts are screened. Screening materials to match building materials.
- 1.8 Pedestrian walkways are to be provided between public streets and buildings and internally for access to and from parking areas and throughout the development.

- 1.9 Common landscaping materials are to be utilized throughout the development. See Landscape Criteria document, Section 300.
- 1.10 See Signage Criteria document, Section 400.
- 1.11 Service and delivery vehicle parking areas are to be screened from view.
- 1.12 Any conditions of records are to be listed or described in sale contracts, plats and Development Plans.



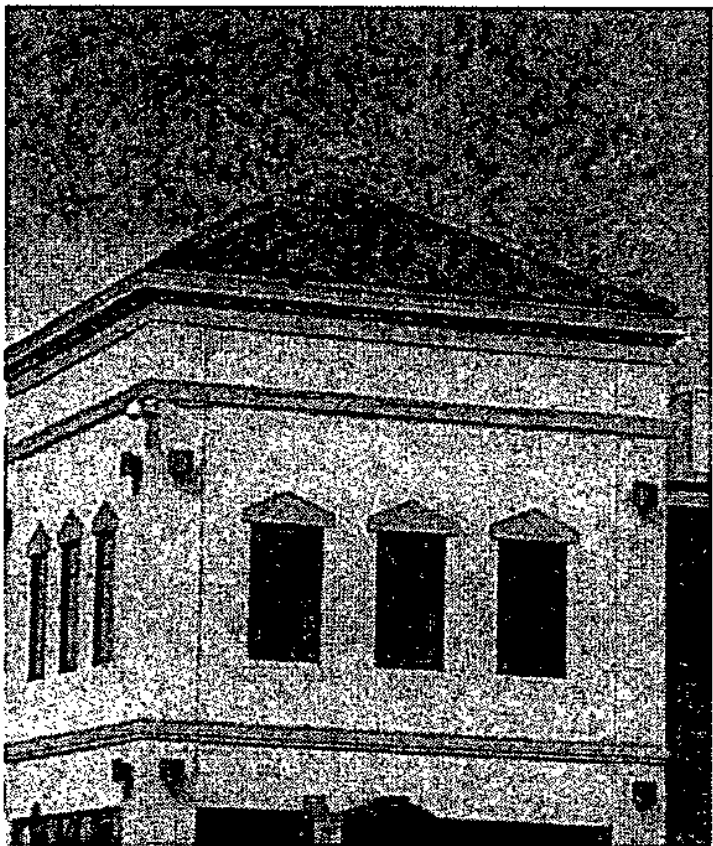
## **SECTION 200**

### **EXTERIOR FINISH & BUILDING MATERIALS MERIDIAN CROSSING RETAIL DEVELOPMENTS**

- 2.1 **BRICK MASONRY UNITS** Brick to be utilized for some portion of all structures, Summit Brick #675, "Inca Spot". Mortar color to be SGS #44A, "Deep Red". See 2.16 for stone veneer.
- 2.2 **CONCRETE MASONRY** Smooth and split-face, integral color Concrete Masonry Units shall be as manufactured by either of the two manufacturers; Clalite: 33% - #106; 33% - #339; 33% - 751. Splitface color: #862. Robinson Block : 33% - Apache Buff; 33% - Desert Yellow; 33% - Gray; Splitface color – Vista Grande. CMU shall be shipped to the jobsite pallet-blended at the manufacturer's plant. All smooth face and splitface CMU to be field sandblasted and clear sealed. CMU mortar shall be grey.
- 2.3 **STUCCO** Main Body Stucco or EIFS Color to be equal to El-Rey #117, "Fawn," or El Rey #1568 "Deerskin". Accent Stucco in "dark terra cotta" to match SGS #44A, "Deep Red" CMU mortar color.
- 2.4 **ROOFING** Buildings shall have at least some portion or elements consisting of sloped roofs. Sloped roofing to have a minimum slope of 4/12. Metal roofing finish color to be equal to Berridge, Preweathered Galvalume or Colonial Red (Dark Terra Cotta) or concrete tile to be Equal to Westile Slate (flat) profile in "Burnt Chestnut color. Hip roofs may be required to also add accenting of Westile "Telluride" color. Vertical groove metal siding to be equal to Berridge, pre-weathered "Medium Bronze."
- 2.5 **PAINTING & TRIM** Unless otherwise approved, all trim to be painted or finished to match stucco color, equal to PPG #3490, "Frosted Chocolate" or painted to match brick and metal roofing, PPG #4254, "Russet Tile."

2.6 GLAZING & FRAMES	All glazing and door/window framing and trim will be reviewed on a case-by-case basis from submittals.
2.7 TRASH ENCLOSURES	All trash containers to be screened from view utilizing matching building materials. Wood doors are prohibited.
2.8 MECHANICAL AND ELECTRICAL ITEMS	All mechanical and electrical items including roof top equipment, to be screened from view utilizing Matching building materials.
2.9 LIGHTING	<p><u>Parking Lot:</u> All large retail and pad users must use Kim Lighting 1A/AR4/250MH/H “A4H” AR4/250MHxxx/xx/HS with square base (O.D. 4.5”) parking lot fixtures and poles As specified herein, <b><u>no exceptions.</u></b> Fixtures to be: Kim Color Dark Bronze. Poles to be: Kim Round Tapered Steel, powdercoat color Dark Bronze. All parking lot lights to be at a uniform height; 17 foot poles on a 3 foot concrete base for parking lot pad sites. 19-‘6” foot poles on a 6” concrete base for landscape areas of pad sites. Concrete light pole bases shall be sack-rubbed with smooth finish and chamfered top edge.</p> <p><u>Soffit Lights:</u> Prescolite RHD602/STH602 “RHD” RHD601-STH602 Can Light Recessed with CDMP70/C/U/M, (P), Color: White 6” Vertical Lamp Open, HND Downlight, recessed trim.</p> <p><u>Building Side Elevations &amp; Service Areas:</u> Wall pack fixtures shall be equal to Kim Lighting WD14D3/175MH “WD” WD14x3/175MHxxx/xx building-mounted wall pack metal Halide fixtures, Dark Bronze finish all pack in dark bronze. Ornamental lights are as appropriate to the building materials and colors; subject to review and approval by the Owner’s Architectural Review. Alternate fixtures may be proposed and shall be allowed only if approved by the Owner and review Architect.</p> <p><u>Ornamental Site Lighting:</u> Optional site ornamental lighting shall be Dynamic Lighting Inc. “Springfield” series D-137 aluminum shaft and base with clear polycarbonate globes, style “AO”. Color shall be powdercoat RAL #7012.</p>

2.10 ACCENT CROWN MOLDING	If a cornice detail is proposed, a project standard profile is Fabric-Tech Cornice/Crown Molding, Shape 10, 8" wide and 12" tall. Molding to be painted to match stucco, PPG #3490, "Frosted Chocolate" or PPG #4254, "Russet Tile" to match brick. Trim and molding color to match adjacent material color.
2.11 BIKE RACKS	To be equal to BRP Enterprises, Inc., Bike Bollard-RB4-02, powder coat color RAL #7012. Or equal to Play Ground Specialist, Inc Sa-41 Black Power Coated
2.12 SITE FURNITURE	BRP Enterprises, Inc., Manchester Backed Bench-MC101-72 and Manchester Flat Bench-MC 102-72; Powdercoat color RAL #7012.
2.13 CONCRETE PAVERS	Pavestone
2.14 PARKING LOT STRIPING	Static parking areas shall be striped with white line color.
2.15 ONSITE SIGNPOSTS	Onsite handicapped parking signs and traffic control signs may use.  Alternately, handicapped parking signs may be installed on TS 2x2" posts.
2.16 ARCHITECTURAL STONE VENEER	When applicable, architectural stones veneer shall be reviewed on a building-specific basis, from submittal information from the designer.
2.17 AWNINGS	Awnings are encouraged and are reviewed for shape, color and application, on a specific basis in the submittal from the designer.



CLAY TILE ROOF –  
EAGLE “EL MORADO BLEND”

OR

STANDING SEAM METAL ROOFING –  
GALVALUME “COLONIAL RED”

ACCENT CORNICE

STUCCO

BRICK MASONRY

**BUILDING MATERIALS**

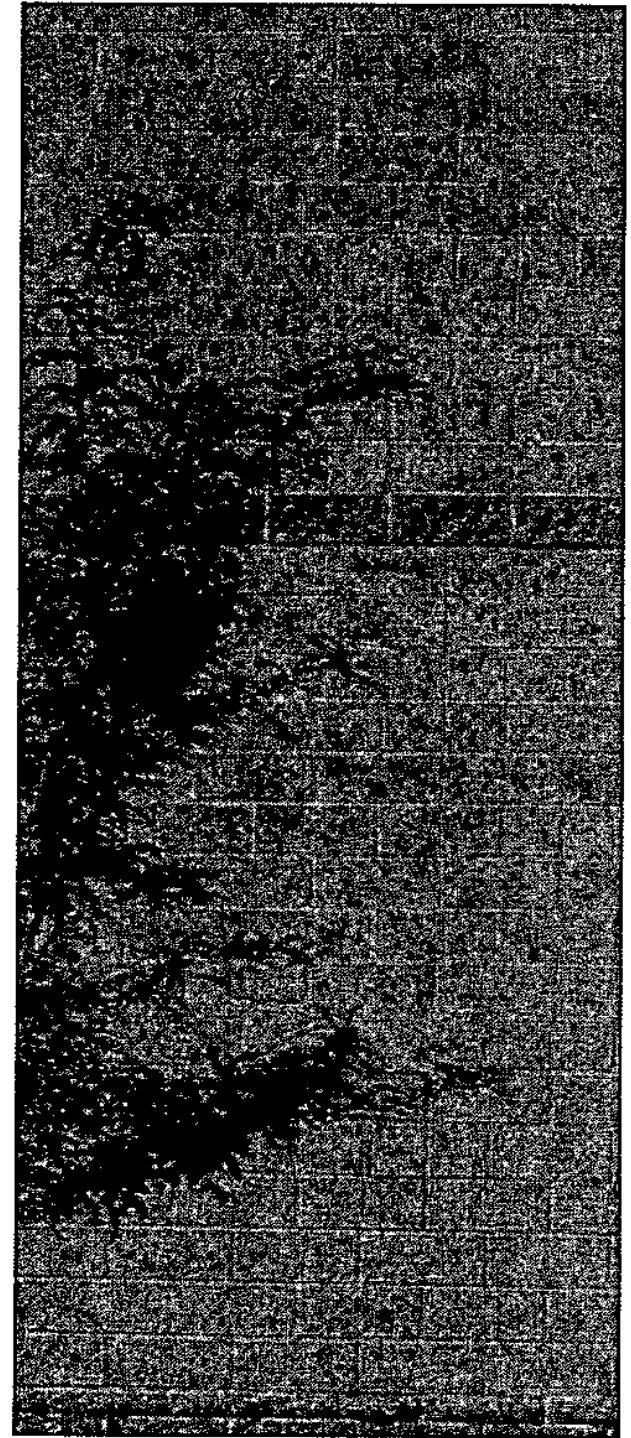
DARK BRONZE ANODIZED ALUMINUM STOREFRONT WITH SOLAR GRAY GLAZING  
PPG SUNGATE 100 LOW-E



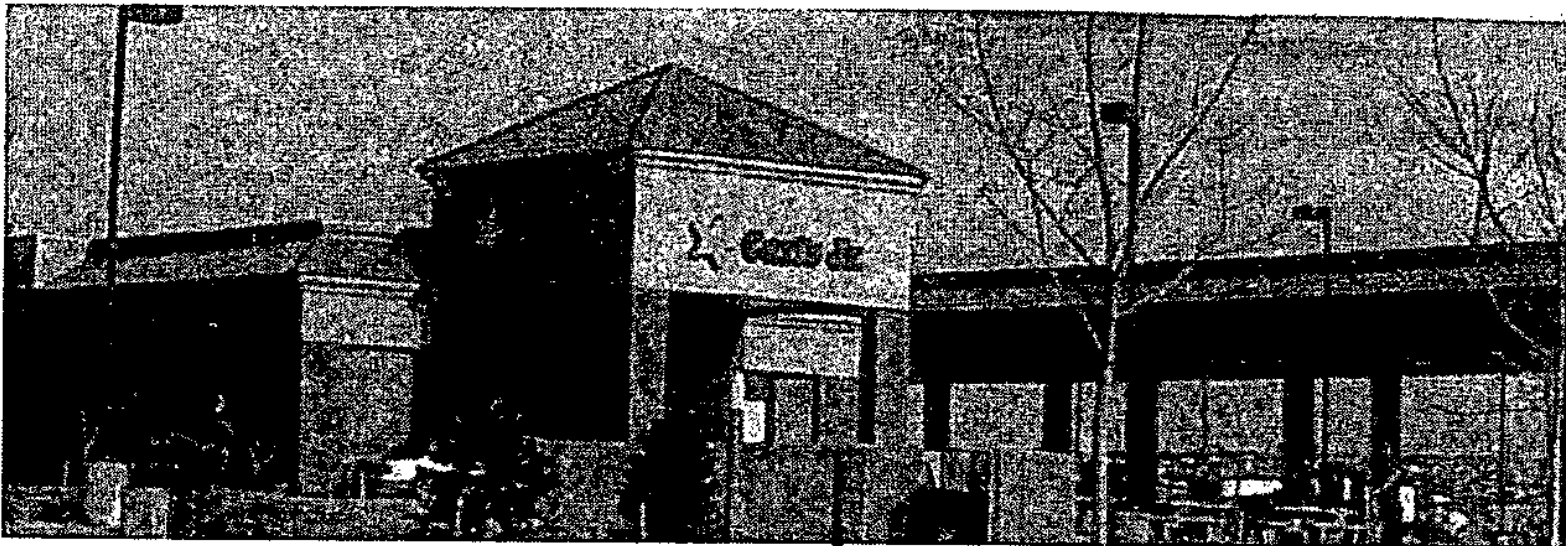


MIXTURE OF INTEGRAL COLOR  
CONCRETE MASONRY UNITS  
WITH SPLITFACE CMU ACCENTS

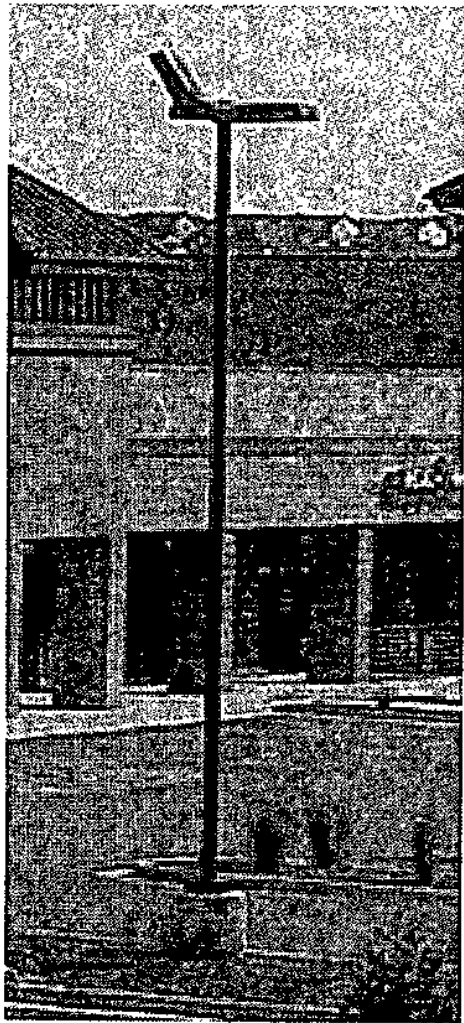
**BUILDING  
MATERIALS**



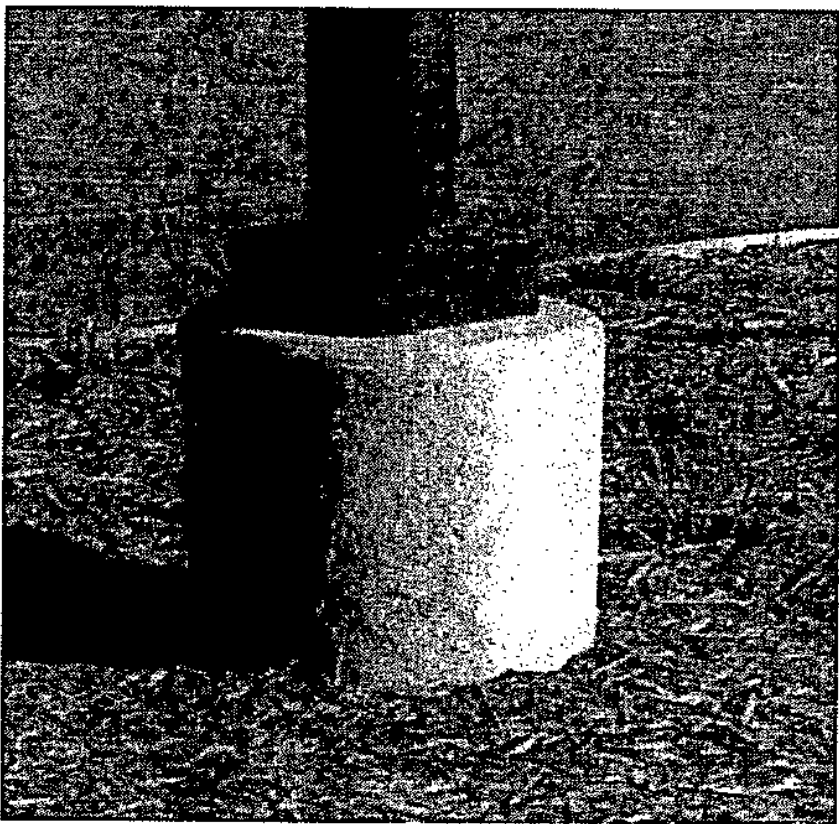
MATCHING CANOPIES TRASH ENCLOSURES



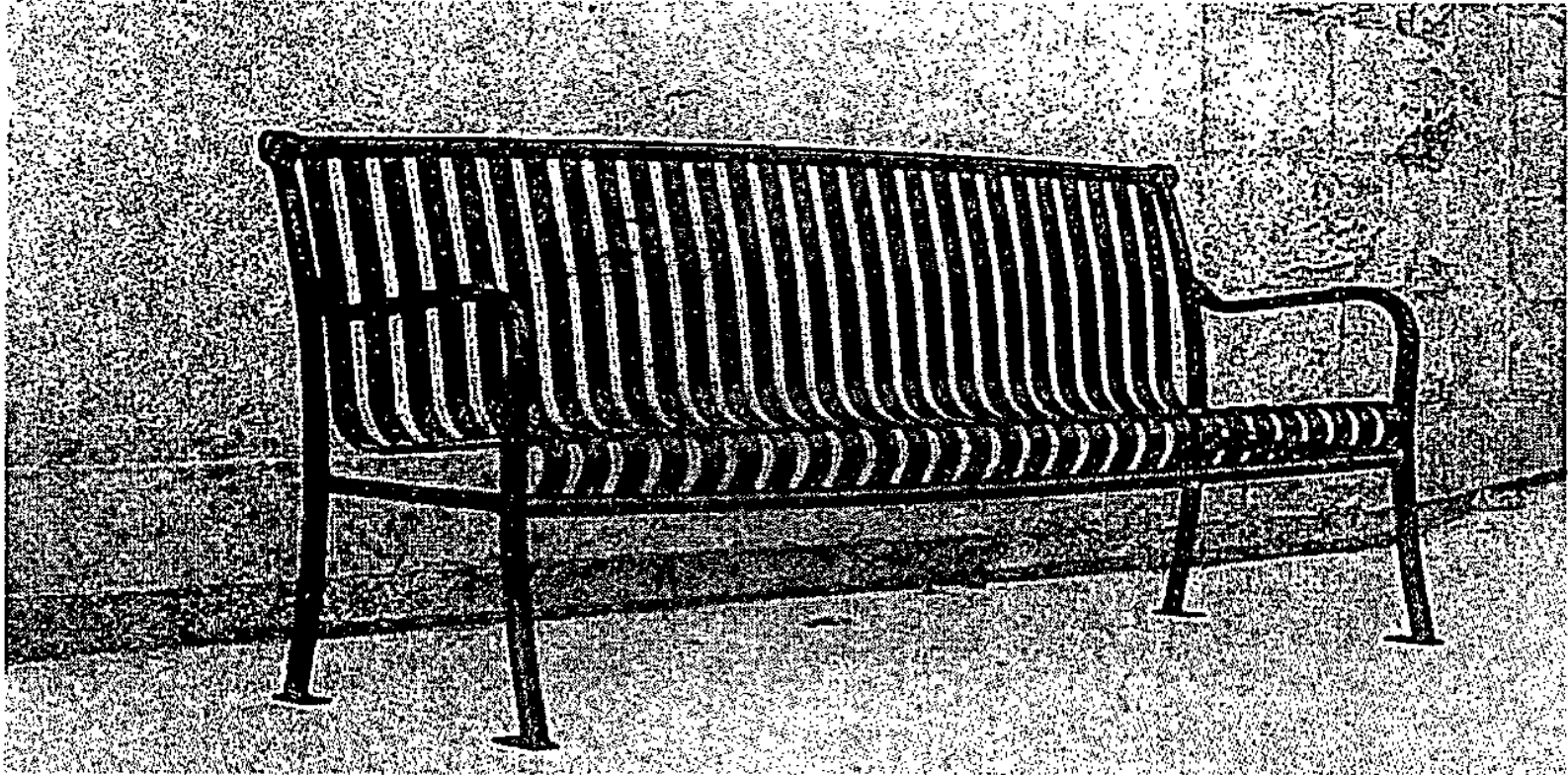
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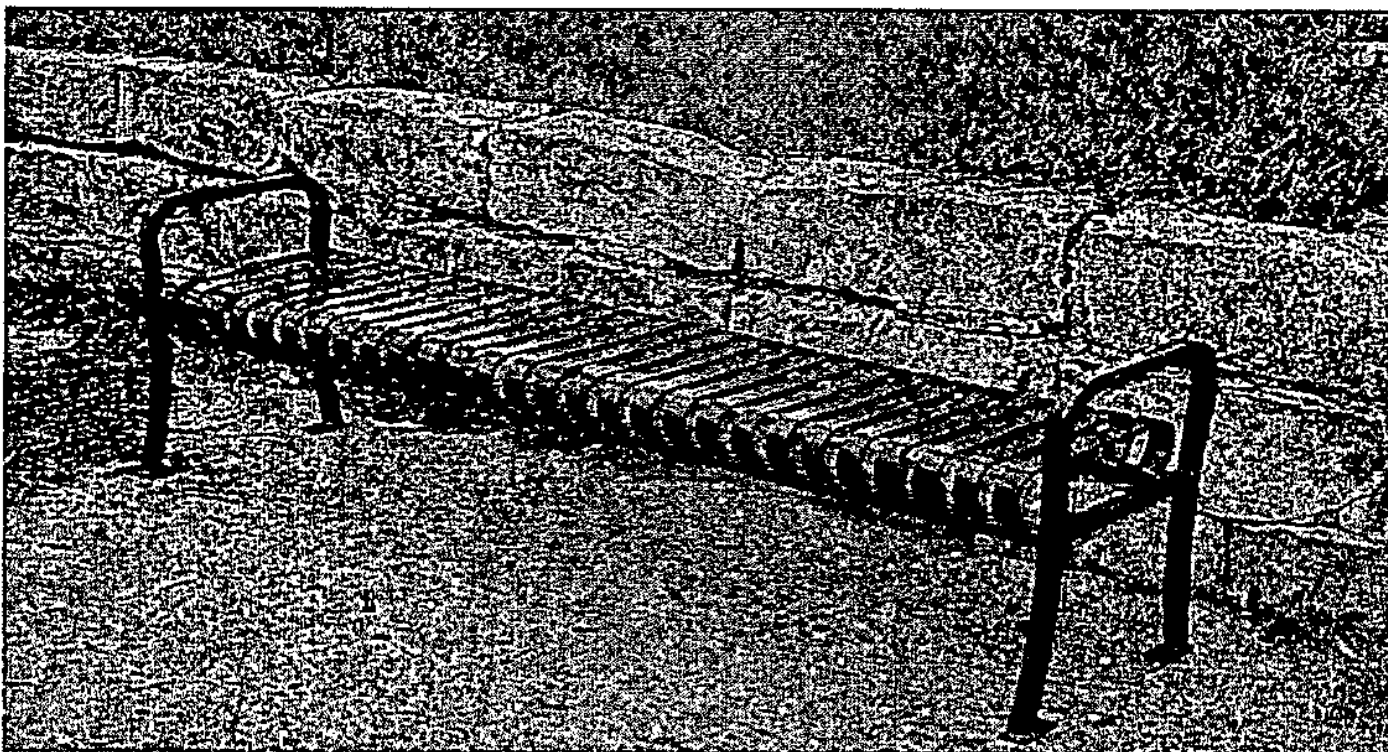
Kim Lighting  
Sack-Rub



Concrete pole base  
PARKING LOT  
LIGHTING

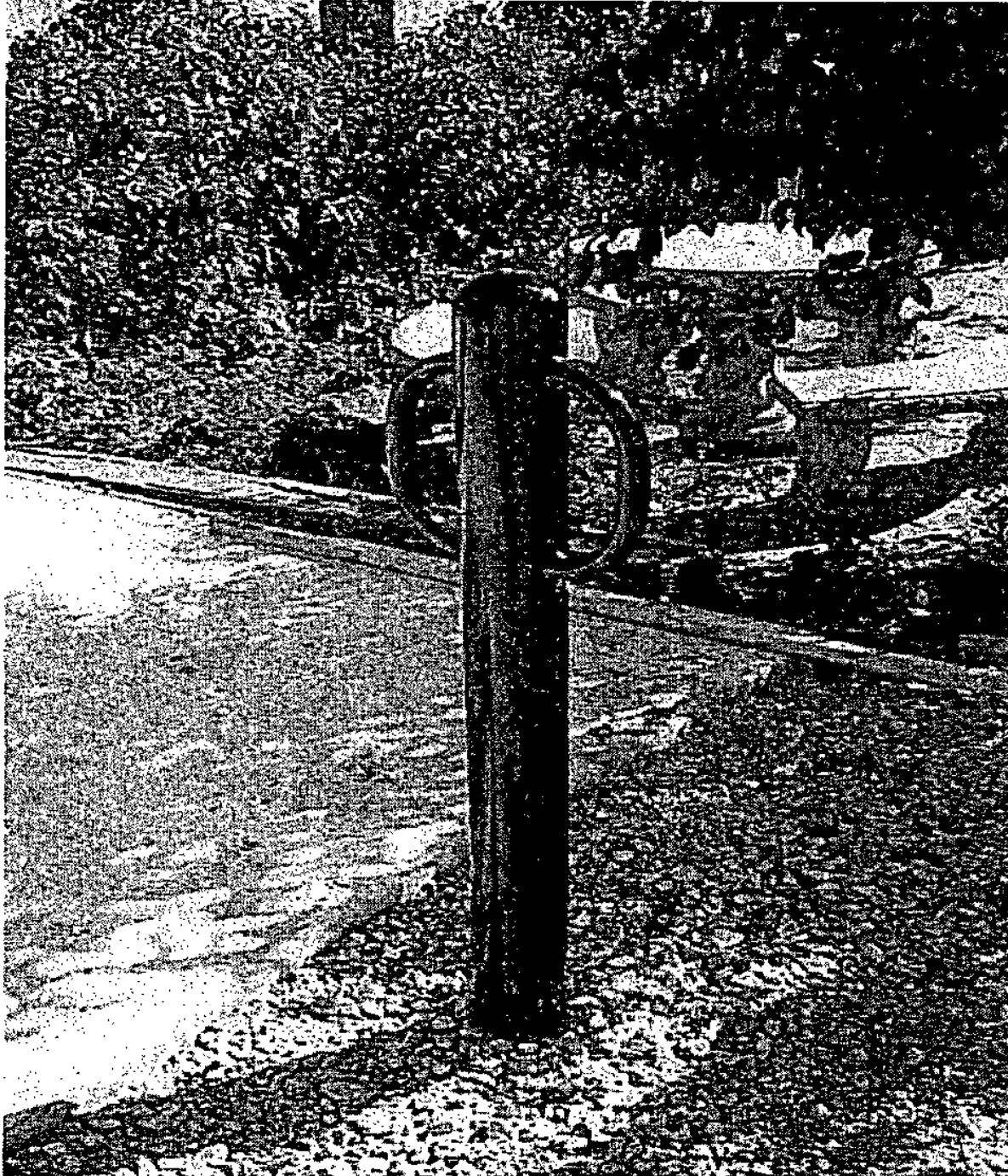


Manufacturer: Wausau Tile  
Product #: Bench – MF 2200  
Color: Powder Coat #RAL 7012



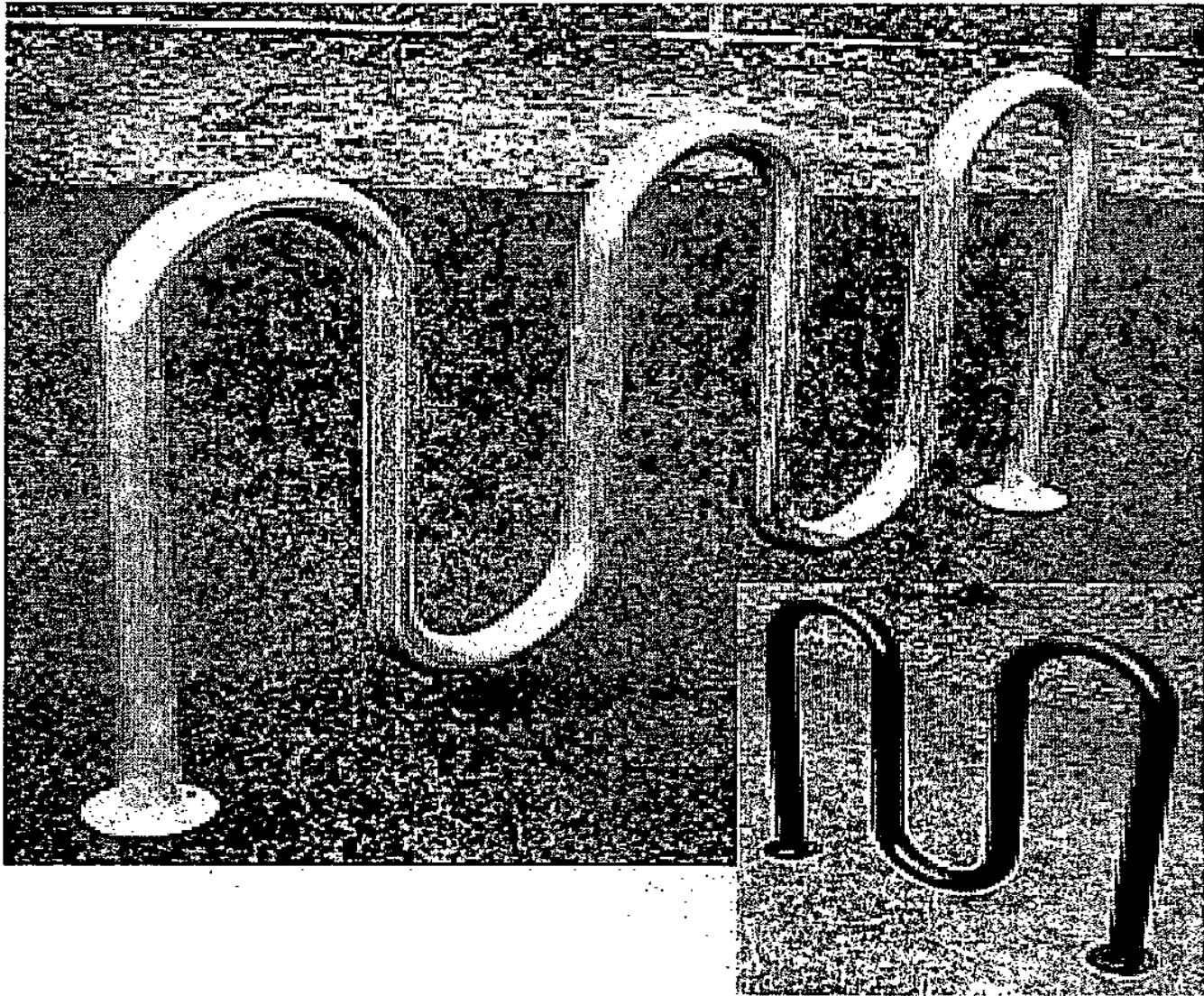
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Product #: Backless Bench – MF 2202  
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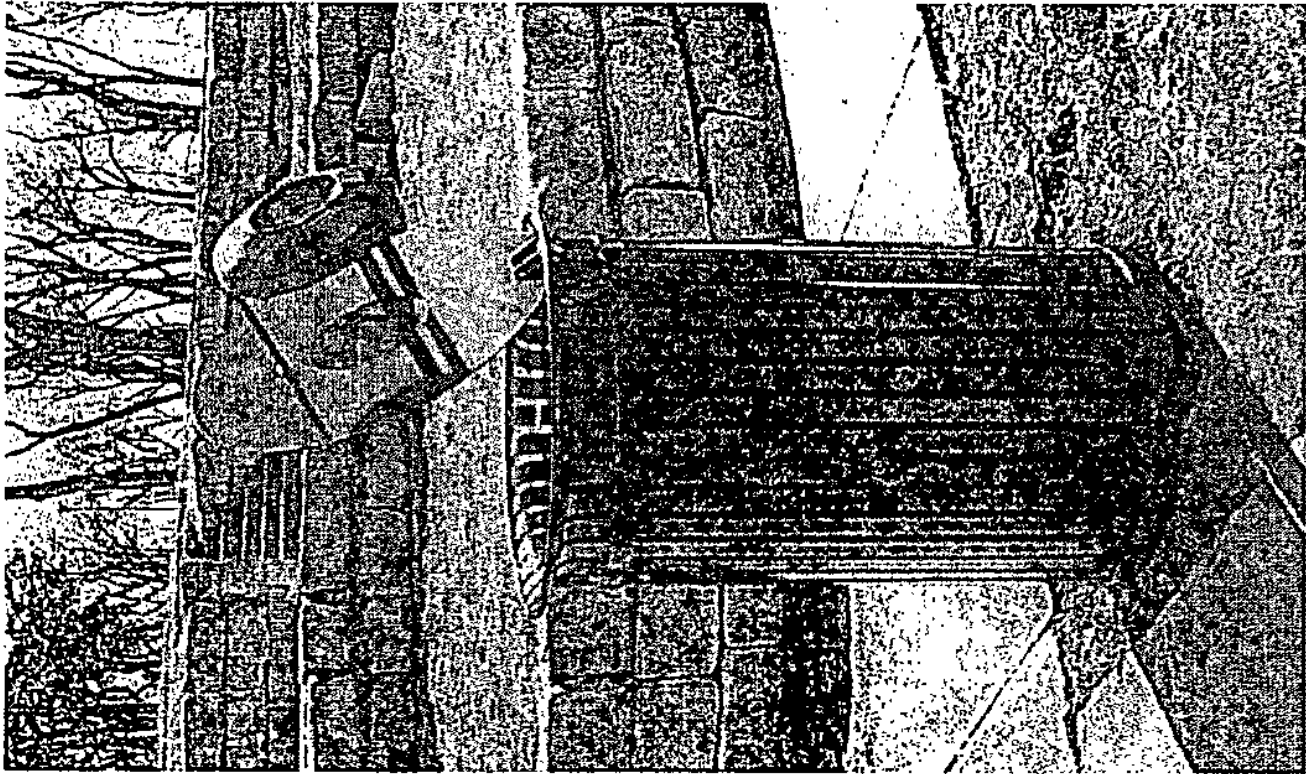




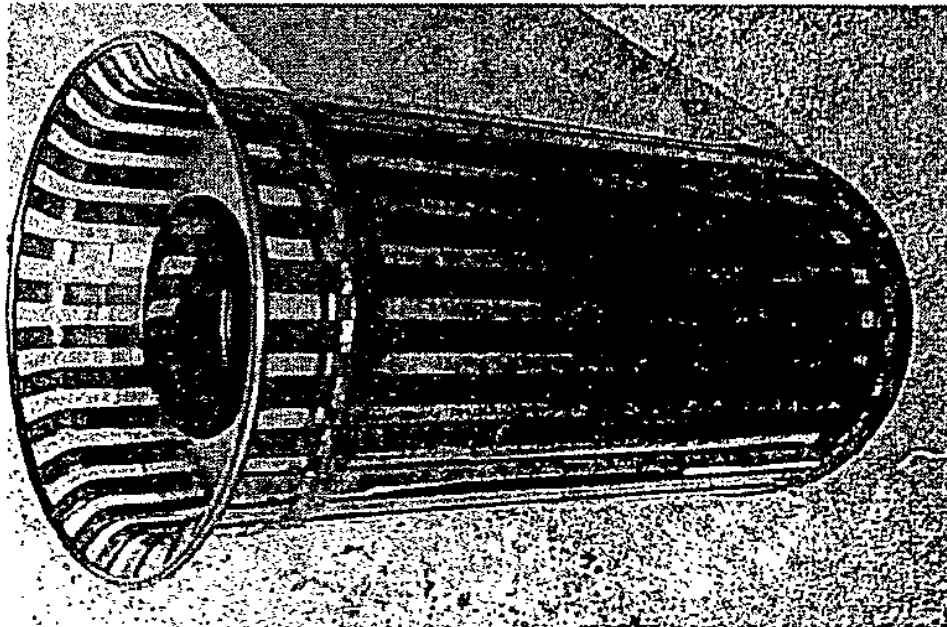
Manufacturer: Wausau Tile  
Product #: Bike Bollard – MF 9005  
Color: Powder Coat  
# RAL 7012

Manufacturer: Play Ground Specialist, Inc  
Product # Sa-41 Bike Rack  
3-5 Unit Loop Bike Rack  
Color: Powder Coated # RAL 7012

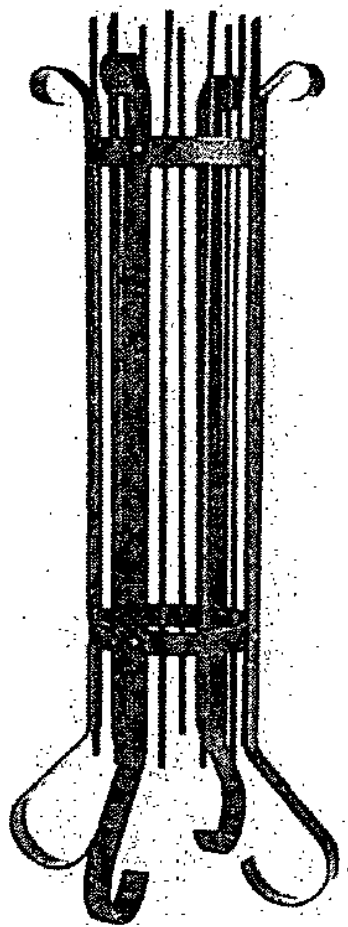




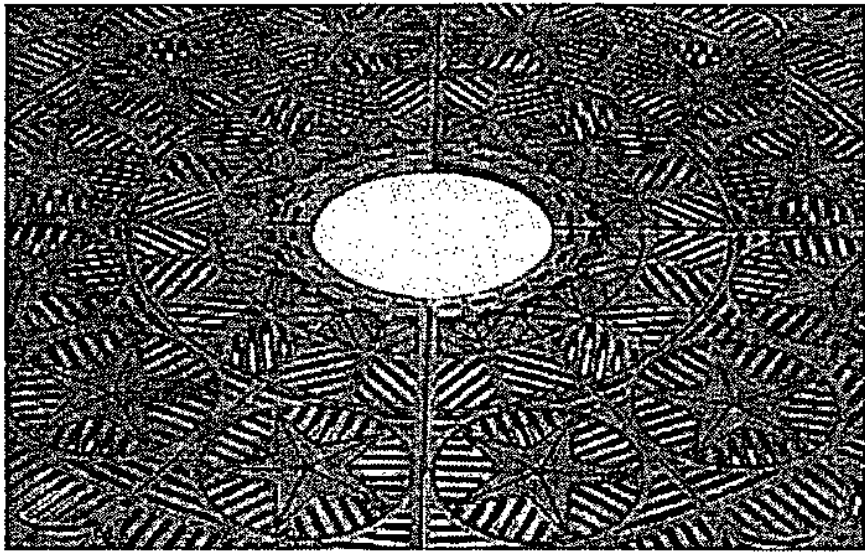
Manufacturer: Wausau Tile  
 Product #: Trash Receptacle MF 3200  
 Color: Powder Coat # RAL 7012



Manufacturer: Wausau Tile  
 Product #: Trash Receptacle w/cigarette  
 Urn MF 3203  
 Color: Powder Coat # RAL 7012

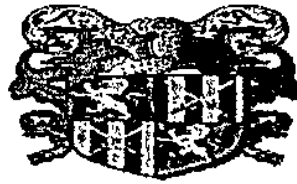


Manufacturer: Urban Accessories  
Product #: Tree Guard RW/B  
Color: Powder Coat: RAL #7012



Manufacturer: Urban Accessories  
Product #: Tree Grate 'North Star' – 5' SQ.  
Color: Powder Coat RAL #7012





## **SECTION 300**

### **LANDSCAPE AND SITE IMPROVEMENTS MERIDIAN CROSSING RETAIL DEVELOPMENTS**

- 3.1 It is the intent of the ARC that all landscape designs submitted meet or exceed the requirements of El Paso County and the City of Colorado Springs Landscape Code and Policy Manual. It is not, however, the responsibility of ARC to assure compliance with the County and City's Landscape Code. It is incumbent upon the owner/developer to become familiar with the County and City's Landscape Codes and Policy Manual and to assure compliance.
- 3.2 The prescribed building sites within Meridian Crossing District are located to minimize and avoid major landscape grading and drainage issues. Excessive grading should not be necessary. Minor landscape drainage swales may be necessary to avoid disrupting the positive drainage already established for the building lot. Swales shall be constructed of natural materials properly placed for positive operation and shall conform to approve engineering criteria.
- 3.3 Grading: Landscape grading performed should produce graceful contours, not sharp angles, and provide transition at the head and toe of slopes. Slopes shall provide for positive drainage away from structures. Slopes that cause irrigation runoff onto paved areas are prohibited. No slopes shall exceed 2:1, without terraces or retaining walls.
- 3.4 Landscape and Retaining Walls: Landscape and retaining walls should be as low as possible and not exceed three feet (3') in height. Landscape walls should be integrated into the entire landscape plan. Landscape walls should complement the natural surrounding and/or compliment the building structures or stone of the district. The wall veneer used by the Developer for district roadway common improvements is Stonecraft Industries Eldorado Steon Veneer in Santa Barbara coursed stone.
- 3.5 Earthen Berms: Earthen berms should be graded to have naturalistic forms. Slopes of berms shall not exceed 3:1. Top of berm shall be at least three feet (3') wide for any berm steeper than 4:1. Earthen Berms that cause irrigation runoff onto paved areas are prohibited.
- 3.6 Landscape Design for individual lots shall be consistent with the standards established here within, to maintain a uniform landscape design through the selection of plant and landscape materials and to be in compliance with the County's and City's Landscape Code and Policy Manual.

- 3.7 All landscape plans shall be submitted to the ARC for review and approval to assure compliance with the design criteria set forth in these guidelines.
- 3.8 All preliminary landscape plans, final landscape and irrigation plans, being prepared for County or City submittal, shall first be submitted to the ARC for review for compliance with the design criteria set forth in these guidelines and the County or City's Landscape Code and Policy Manual.
- 3.9 Design Qualifications: Landscape and irrigation plans must be prepared by qualified individuals who meet the Qualification Standards of the County's and City's Landscape Code and Policy Manual.
- 3.10 Plant selection: Plants selected for the individual lot plant palette must be selected from the approved plant list of the County's and City's Landscape Code and Policy Manual.
- 3.11 Landscape plans submitted to the ARC for review will be evaluated for consistency of plant selection, design intent and its compatibility with the district's design theme. Selection of plant materials that are indigenous and drought tolerant are encouraged.
- 3.12 Plant Material Specifications: Minimum planting/installation sizes of plant material shall conform to the following criteria:
- Deciduous Shade Trees: Two and a half inch (2.5") caliper measured six inches (6") above ground.
  - Deciduous Ornamental Trees: Two inch (2.0") caliper measured six inches (6") above ground or multi-stemmed clump form with a minimum height of five feet (5') above ground.
  - Evergreen Trees: Six feet (6') in height above ground.
  - Evergreen and deciduous shrubs: Minimum #5 or larger container size.
  - Ornamental Grasses: Minimum #1 or larger container size.
  - Ground Covers and Vines: Minimum #1 or larger container size.
  - Mulches: Organic mulches shall be required in all non-turf areas. Rock mulches are acceptable along a three-foot (3') wide bed adjacent to buildings.
  - Turf Grasses: Turf grasses shall be a Colorado grown tall fescue blend.
- 3.13 Plant material, container sizes and installation specifications shall conform to the American Association of Nurserymen and the Colorado Nursery Act Rules and Regulations standards. Trees shall be staked with redwood stakes. Steel posts are not allowed.
- 3.14 Irrigation Taps: Owners/developers of the individual lots within the Meridian Crossing District will be responsible for obtaining and paying required fees for Irrigation Taps to service the irrigation requirements.

- 3.15 Irrigation Plans: Irrigation plans, must be prepared by a person who meets the qualifications established by the Professional Qualifications Standards of the County's and City's Landscape Code and Policy Manual.
- 3.16 Inspections Affidavits: The Owner or developer of individual lots shall provide an inspection affidavit executed by both the qualified landscape plan designer and the qualified irrigation plan designer, which certifies that all the components have been properly installed in conformance of the approved plans. If the affidavit is not provided the Development Review Manager for a two (2) year period that guarantees the maintenance in good conditions of all required landscaping components, except irrigation system components, and the replacement or repair of said components. El Paso County Planning will then inspect and verify the initial landscape and irrigation system installation. See County's and City's Landscape Code and Policy Manual for type, amount, and release of assurances.
- 3.17 Landscape Maintenance: Landscape Maintenance is the responsibility of the individual lot owner/developer. Landscape Maintenance of the common areas of the Meridian Crossing District will be the responsibility of the District Association. Maintenance shall consist of all regular and normal maintenance practices of landscaping including weeding, irrigation, fertilizing, pruning and mowing. Plant materials that exhibit significant levels of insects, pests, diseases and/or damage shall be appropriately treated. All dead plant materials shall be removed and replaced with living plant materials where required on the ARC approved landscape plan.



## **SECTION 400**

### **SIGNAGE CRITERIA MERIDIAN CROSSING RETAIL DEVELOPMENTS**

These criteria have been established for the purpose of assuring an outstanding commercial development while allowing exposure for the buildings.

- 4.0 GENERAL REQUIRMENTS: Only building mounted signs are to be utilized.
- 4.1 Conformance with this criteria will be enforced. Owners/tenants shall be responsible for the fulfillment of all requirements and specifications.
- 4.2 Each owner/tenant shall submit or cause to be submitted to Architectural Review Committee (ARC) detailed drawings of the proposed signage indicating the location, size, materials, layout and design color and overall conformance with the sign criteria.
- 4.3 All signs shall be reviewed for conformance with this criteria for overall quality. Approval or disapproval of sign submittals based on aesthetics of design shall remain the sole right of the ARC.
- 4.4 All signs shall be done by licensed contractors only.
- 4.5 All sign work shall be done by licensed contractors only.
- 4.6 All signs must conform to existing codes, regulations and permits obtained by owner/tenant or owner/tenant representative.
- 4.7 Design, size, layout and materials for signs shall conform in all respects with the design drawings submitted for approval. Any non-conforming or unapproved signs will be removed at owner/tenant expense.
- 4.8 SPECIFICATIONS: building Wall and Fascia Displays
  - a. All signs are to be individual letter type, illuminated or non-illuminated letters, unless approved otherwise by the ARC.
  - b. Letter plastic face covers are optional and subject to ARC approval.

- c. Transformers, when used, shall be concealed behind the fascia.
- d. Exposed neon will be allowed only upon approval of the ARC.
- e. No audible, flashing or animated signs will be permitted. No signs perpendicular to the fascia are allowed.
- f. Letter style shall be as proposed by the owner/developer, and subject to ARC approval.
- g. Maximum letter height is 24". Only a single line copy will be allowed. Alternate size and layouts to be reviewed if requested.
- h. All letter fastening to the fascia shall be concealed. All letters shall be pegged ½" from fascia.
- i. A corporate logo may be incorporated into the design. Designs to be reviewed on a case-by-case basis.
- j. Each tenant is allowed 1 ½ square feet of signage for every lineal foot of building facing a public right-of-way.

#### 4.9 FREESTANDING DISPLAY

- a. Individual buildings and padsites are not allowed to have their own low-profile signs or pylon signs.
- b. Space availability on the Meridian Crossing district pylon signs shall be negotiated with Development Management, Inc.
- c. Pylon signage, if allowed, shall be submitted to the ARC for review and approval.



## **SECTION 500**

### **REVIEW PROCEDURES MERIDIAN CROSSING RETAIL DEVELOPMENTS**

The purpose of the review procedures is to facilitate quality development through an orderly process of evaluation and approval of development plans. The Developer has or will establish an Architectural Review Committee (ARC). The ARC will consist of three members, all chosen by the Developer. The composition of the ARC may be changed at anytime, and its functions may also be performed by the Developer. The ARC has the right and power to review, approve or disapprove all plans and other submittals and to fulfill all architectural and plan review and approval functions as specified in the Covenants or these Guidelines. The ARC shall review plans and submittals and grant approvals in accordance with the procedures contained in these Guidelines. Fees shall be paid to the ARC by the applicant pursuant to provisions set forth in the Section.

The review procedures, as described in these Guidelines, are intended to provide an early interchange between the applicant and Developer so that preparation of development plans can be completed in a timely and efficient manner.

The goal of these Design Guidelines is to establish consistent standards of quality to be used in evaluation of each applicant's development plant. However, the ARC has the right to vary provisions in the Guidelines if, in its opinion, such as variance creates a desirable enhancement to the Meridian Crossing Commercial Development.

The applicant shall meet with the ARC early in the planning process at the Pre-design Conference to discuss the attributes of the site, the applicant's preliminary concepts for development, the Design guidelines, and to develop a schedule for the approval process. The focus of this conference will be on the interchange of ideas and concepts regarding the development of the applicant's site in relation to the Meridian Crossing Commercial Development as a whole.

#### **Sketch Plan Review:**

Following the Pre-design Conference, the applicant shall submit five (5) copies of the comprehensive Sketch Plan to the Arc in care of: Bollar Cruz Architects, LLC, 8 South Nevada Avenue, Suite 215, Colorado Springs, CO 80903; (719) 520-0057; e-mail [gcruz@bcarchs.com](mailto:gcruz@bcarchs.com). This Sketch Plan will be reviewed for the purpose of evaluating the major elements of the proposed project in relation to the surrounding area.

The above information may be combined into composite plans, if appropriate. The ARC shall approve or disapprove plans and provide any applicable comments within 15 working days after a complete Sketch Plan submittal is received from an applicant.

Information to be included in the Sketch Plan is as follows:

- a. Site Plan, Architectural Building Concept, and preliminary signage plan.
- b. Circulation and access plans (show all pedestrian and vehicular circulation).
- c. The location of all parking spaces and landscaping.
- d. Proposed development schedule and general timing of phases. If the proposed development is to be phased, sufficient information must be submitted for all phases to define development intent of all later phases.
- e. Signature approval block for ARC.

#### **Development Plan Review:**

The applicant's Development Plan is subject to prior approval from the ARC before the Development Plan can be submitted to the El Paso County Planning Department.

Following the sketch Plan review phase, the applicant shall prepare and submit to the ARC five (5) copies of the Development Plan Application comprised of the following:

- a. Development Site Plan
- b. Preliminary Landscape Plan
- c. Preliminary Site Engineering Plan

Information to be included on the Development Site Plan is as follows:

- a. Scale: Minimum 1" = 40.
- b. Boundaries of parcel, surrounding ownership, legal description, street names.
- c. Vicinity map.
- d. Location of all buildings and their projected height, storage areas, landscape areas, and open space areas. A general floor plan indicating use areas shall be provided.
- e. Location of all adjacent roads (R.O.W. width and pavement of proposed streets, public and private), parking, loading and maneuvering areas, access points, sidewalks and site lighting (also indicate the maximum height of the fixtures).
- f. Proposed topography with 2 foot contour interval.
- g. All setback distances of buildings and parking areas.
- h. Location, height, and materials of any fencing, walls, and trash enclosures.



Information to be included on the final Landscape Plan submitted to the Arc (same scale as Development Site Plan) is as follows:

- a. Location, size, species of trees and shrubs.
- b. Complete plant list.
- c. Turf Mixture.
- d. Irrigation plan and details.
- e. Grading of all landscaped areas (two-foot contour interval).
- f. Planting Specifications.

Information to be included on the final Site Engineering Plan is as follows:

- a. Existing and proposed grading using two-foot contour intervals and spot elevations with swale system noted. Indicate location and elevation of USGS benchmark or one referenced to USGS inlets (i.e., channels and other drainage appurtenances).
- b. Storm drainage report giving storm water detention calculations.
- c. Storm drainage facilities and easements (i.e., channels and other drainage appurtenances).
- d. Placement and size of all sidewalks and pavement including curb and gutter.
- e. Road and parking lot sections.
- f. Fire hydrant locations.
- g. Connection to existing utility systems and off-site storm drainage systems.
- h. Other utilities and easements.

#### **Architectural Plan Review:**

The Architectural Plan and Signage Plan may be submitted following Development Plan Review to expedite the process. The ARC shall approve or disapprove in writing all plans submitted within fifteen working days after its receipt of complete plans from an applicant.

Information to be included on the Architectural Plans is as follows:

- a. Building elevations.
- b. Ground floor plans with finished elevations.
- c. Building materials and colors (provide materials sample board).
- d. Typical wall sections.
- e. Outline specifications of mechanical, electrical, and structural systems.
- f. Illustration of architectural screening of mechanical equipment.
- g. Roof Plan.
- h. General use of all buildings.

Information to be included on the Signage Plan (same scale as Development Site Plan), is as follows:

- a. Size and location of each sign by type: identity, information, regulatory, and whether permanent or temporary.
- b. Materials and colors for each sign (applicant to submit a sample board).
- c. Construction details.
- d. Lighting for each sign, if applicable.
- e. One elevation of each sign showing graphics and layout.

#### **Construction Plan Review:**

The Construction Plans, drawings, and specifications, including the final Landscape Plans and final engineering documentation, may be submitted following Architectural Plan Review and are subject to prior approval from the ARC before construction may commence. If the applicant desires to expedite the review, he may submit the Construction Plan as early as the submittal of the Development Plan.

If plans submitted by the applicant are approved by the ARC, then the applicant will submit these plans to the County or City of Colorado Springs for the Regional Building Department for necessary permitting.

When approving or disapproving plans as provided in these Design guidelines, the ARC shall deliver written notice to the applicant stating that approval is granted subject to conditions and specifying the conditions, or that approval is denied, and stating the reasons for disapproval. Upon disapproval, the applicant may then modify and resubmit the necessary documents and request approval again. A resubmittal fee will be required for each additional review.

If the ARC fails either to approve or disapprove submitted documents, whether an initial submittal or a resubmittal, within the time periods provided in these Design Guidelines, the documents shall be deemed disapproved. Any lack of express approval shall not relieve the applicant seeking approval from the obligation to comply with any express requirements of these Design Guidelines, the Covenants, or any contract entered into between the applicant and the Developer. No changes which deviate from approved plans will be made unless approved by the ARC. When applicant wishes to make a change which deviates from the plans as approved by the Arc, a written request must be submitted to the ARC along with a "red-lined" set of plans clearly delineating the proposed change. The ARC shall review and respond to such request within fifteen working days after its receipt of such request.

Upon completion of construction, the applicant will submit a Notice of Completion and the ARC will inspect the subject property within 15 days after receipt of such Notice. The purpose of the inspection is to determine if the improvements have been constructed or installed consistent with the approved plans and to determine that all other aspects of site development are in compliance with the Covenants. This inspection will not satisfy regional or city inspection requirements, but it is necessary to complete the ARC development review process. If the ARC identifies items needing completion, a reinspection will be required. After all items are completed and in compliance, the issuance of a Certificate of Compliance by the ARC will complete the review process.



## REVIEW FEE SCHEDULE FOR MERIDIAN CROSSING DEVELOPMENTS

### NEW DEVELOPMENT

<b>g.s.f.</b>	<b>Up to 20,000 g.s.f.</b>	<b>20,000 – 100,000 For each Additional</b>	<b>Resubmittal Fee Review</b>
Sketch Plan/GDP	\$500	\$1,000	\$500
Development Plan	\$500+ 0.05/g.s.f.	\$1,000+ 0.02/g.s.f.	\$500
Architectural Plan	\$500+ 0.05/g.s.f.	\$1,000+ 0.02/g.s.f.	\$500
Construction Plans	\$500+	\$1,000+	\$500
Construction Compliance Inspection	\$450+ 0.015/g.s.f.	\$500+ 0.005/g.s.f.	\$450
Construction Performance Security Deposit <i>(Collected after approval of Construction Plans)</i>	\$5000	\$10,000	

### SITE MODIFICATIONS

Signage	
Temporary	\$250
Permanent	\$500
Landscaping and Lighting	\$250 to \$1,000
Telecommunications Equipment	
Tenant/Owner <i>(Lease Term/5 year max)</i>	\$250 to \$1,000
Third Party <i>(Annual/Renewal required at same fee)</i>	
Minor Modifications	\$250 to \$1,000
Compliance Confirmation Inspection	\$1,000

*The ARC from time to time may establish fees for unique submittals.*

*Adopted 10/07*

**DESIGN REVIEW CHECK LIST  
ARCHITECTURAL REVIEW COMMITTEE  
MERIDIAN CROSSING DEVELOPMENTS**

**APPLICANT:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**PRE-CLOSING/PRE-DESING CONFERENCE**

- ☐ COPY OF ARCHITECTURAL GUIDELINES REVIEWED WITH APPLICANT

**REVIEW OF SKETCH PLAN-5 SETS**

- ☐ SITE PLAN AND ARCHITECTURAL BUILDING CONCEPT PLAN  
☐ LANDSCAPE PLAN  
☐ BUILDING ELEVATIONS WITH COLORS AND MATERIALS  
☐ PROPOSED SIGNAGE AND DETAILS WITH COLORS AND MATERIALS

**REVIEW OF FINAL DOCUMENTS – 3 SETS**

- ☐ SITE PLAN COMPLETE WITH ALL CIVIL ENGINEERING DOCUMENTS  
☐ CONSTRUCTION DRAWINGS  
☐ SAMPLE BOARD SHOWING ALL EXTERIOR MATERIALS; COLORS, FINISHES AND LIGHT FIXTURES  
☐ FINAL SIGNAGE SUBMITTAL WITH MATERIALS, COLORS & DETAILS

**CONSTRUCTION PROCEDURE REVIEW**

- ☐ SITE AND LANDSCAPE PLANS

**PROJECT COMPLETION**

- ☐ CONFORMATION REVIEW AT COMPLETION OF CONSTRUCTION

**APPROVALS**

- ☐ PRECLOSING REVIEW  
ARC \_\_\_\_\_ DATE \_\_\_\_\_ APPLICANT \_\_\_\_\_ DATE \_\_\_\_\_
- ☐ PRELIMINARY APPROVAL  
ARC \_\_\_\_\_ DATE \_\_\_\_\_ APPLICANT \_\_\_\_\_ DATE \_\_\_\_\_
- ☐ FINAL DOCUMENT APPROVAL  
ARC \_\_\_\_\_ DATE \_\_\_\_\_ APPLICANT \_\_\_\_\_ DATE \_\_\_\_\_
- ☐ CONSTRUCTION REVIEW MEETING  
ARC \_\_\_\_\_ DATE \_\_\_\_\_ APPLICANT \_\_\_\_\_ DATE \_\_\_\_\_
- ☐ CONFORMANCE REVIEW MEETING  
ARC \_\_\_\_\_ DATE \_\_\_\_\_ APPLICANT \_\_\_\_\_ DATE \_\_\_\_\_



## **SECTION 600**

### **CONDITIONS COVENANTS AND RESTRICTIONS MERIDIAN CROSSING RETAIL DEVELOPMENTS**

Attached herein as applicable.