

# CHAFFEE COUNTY BUILDING DEPARTMENT

P.O. BOX 699

SALIDA, COLORADO 81201

PHONE: (719) 539-2124

FAX: (719) 530-9208

Owner Fox Date 9-21-15 Contractor \_\_\_\_\_

Location 18480 PONDEROSA LN

Type of Inspection FRAME / FINAL Deck Approved  Disapproved

Information or Corrections:

FRAME / FINAL - OK

**AFTER CORRECTIONS ARE COMPLETE  
PLEASE CALL FOR A REINSPECTION**

Time of Arrival \_\_\_\_\_ Time of Departure \_\_\_\_\_

Inspector P. [Signature]

# CHAFFEE COUNTY BUILDING DEPARTMENT

P.O. BOX 699

SALIDA, COLORADO 81201

PHONE: (719) 539-2124

FAX: (719)530-9208

Owner FOX Date 8-12-15 Contractor \_\_\_\_\_

Location 18480 PONDEROSA LN

Type of Inspection CAISSONS Approved  Disapproved

Information or Corrections:

(4) 12" SONOTUBES OVER POOLS

OK TO PLACE CONCRETE

**AFTER CORRECTIONS ARE COMPLETE  
PLEASE CALL FOR A REINSPECTION**

Time of Arrival \_\_\_\_\_ Time of Departure \_\_\_\_\_

Inspector P. [Signature]

# CHAFFEE COUNTY BUILDING DEPARTMENT

P.O. BOX 699

SALIDA, COLORADO 81201

PHONE: (719) 539-2124

FAX: (719)530-9208

Owner Fox Date 8-11-15 Contractor \_\_\_\_\_

Location 18480 PANDOROSA Lane

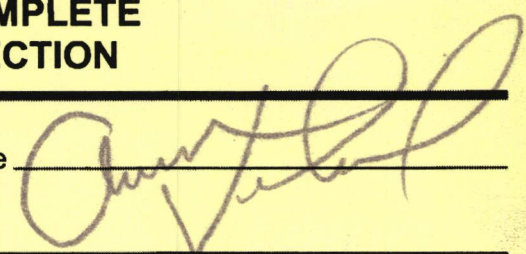
Type of Inspection PAD - Deck Approved  Disapproved

Information or Corrections:

PADS for Deck -  
8" V 24" x 24" - 2 - #4  
each way -  
2 - Best Verticals - ON Site  
OK to Place PADS  
Please call for Pier  
inspection - 12" Minimum  
Diameter Pier

**AFTER CORRECTIONS ARE COMPLETE  
PLEASE CALL FOR A REINSPECTION**

Time of Arrival \_\_\_\_\_ Time of Departure \_\_\_\_\_

Inspector 

**CHAFFEE COUNTY BUILDING DEPARTMENT  
P.O. BOX 699, SALIDA, COLORADO 81201  
(719) 539-2124 FAX NO. (719) 530-9208  
RESIDENTIAL PERMIT APPLICATION**

BUILDING SITE ADDRESS \_\_\_\_\_  
18480 PONDEROSA LN  
BUENA VISTA CO 81211  
 Subdivision: 3 BLK  
 Filing / Block No. / Lot No.: 17

OWNER'S PRESENT MAILING ADDRESS:  
 NAME: TONI AND BARRY FOX  
 ADDRESS: 18480 PONDEROSA LN  
 CITY: BUENA VISTA STATE: CO  
 ZIP: 81211 PHONE: 719 221 6871  
 E-MAIL: \_\_\_\_\_

Location: Unincorporated Chaffee County  Salida  Buena Vista  Poncha Springs

Description of work: 16'x14' ELEVATED DECK

Check one: New  Addition  Alteration  Repair  Change of Occupancy / Use

Use of Building: RES Type of Construction: WOOD / MECH. HNGRS

Water Source: \_\_\_\_\_ Sewer System: \_\_\_\_\_ (If located in Salida/Poncha Springs permit & inspection required)

Outside Dimensions: House \_\_\_\_\_ Garage \_\_\_\_\_ Other \_\_\_\_\_

Total Square Footage: Basement \_\_\_\_\_ First Floor \_\_\_\_\_ Second Floor \_\_\_\_\_

Garage \_\_\_\_\_ Carport \_\_\_\_\_ Deck / Porch 224 Other \_\_\_\_\_

Number of Bedrooms: \_\_\_\_\_ Number of Bathrooms: \_\_\_\_\_ Basement finished or unfinished \_\_\_\_\_

Crawl Space Y/N Conditioned (un-vented) \_\_\_\_\_ Yes or No \_\_\_\_\_ Unconditioned (Vented) \_\_\_\_\_ Yes or No \_\_\_\_\_

Garage Finished or Unfinished? \_\_\_\_\_ Garage Heated or Unheated? \_\_\_\_\_

Does structure contain: Fireplace \_\_\_\_\_ If yes, masonry? \_\_\_\_\_ Wood burning stove \_\_\_\_\_

Type of Heating \_\_\_\_\_ Will structure be supplied by: Natural Gas \_\_\_\_\_ Propane \_\_\_\_\_ Other \_\_\_\_\_

Altitude (Elevation) of construction site \_\_\_\_\_ Building Height \_\_\_\_\_ Area of Lot \_\_\_\_\_

BUILDER: SUNDANCE ARCHER PHONE 719 293 1008 EMAIL: SUNDANCE.ARCHER@GMAIL.COM

ENGINEER / ARCHITECT: \_\_\_\_\_ PHONE \_\_\_\_\_ EMAIL: \_\_\_\_\_

ELECTRIC: \_\_\_\_\_ PHONE \_\_\_\_\_ EMAIL: \_\_\_\_\_

PLUMBING: \_\_\_\_\_ PHONE \_\_\_\_\_ EMAIL: \_\_\_\_\_

MECHANICAL: \_\_\_\_\_ PHONE \_\_\_\_\_ EMAIL: \_\_\_\_\_

Total Valuation 3360.00 x .007 = FEE 50<sup>00</sup> (see Page 4 for Schedule)

Paid by: SUNDANCE ARCHER Date: 07-06-15 Method: CASH

<b>Zoning Office Use Only:</b>		<b>JURISDICTION:</b> <u>Chaffee</u>		<b>ZONE:</b> <u>RES</u>	
Minimum Setbacks Per Zone or Plat	Front	Side	Rear		
	<u>25</u>	<u>15'</u>	<u>20'</u>		
Setback, area, and height compliance	Yes <input checked="" type="checkbox"/>	No _____			
Use compliance or Special Use Permit	Yes <input checked="" type="checkbox"/>	No _____			
Located inside of the 100 year floodplain	Yes _____	No <input checked="" type="checkbox"/>			
<u>[Signature]</u> APPROVAL OF ZONING OFFICIAL			<u>07/16/2015</u> DATE		

**Building Department Use Only:**

Permit No. 100599A1 Date Issued 07-16-15 Parcel No. 316327100057

**BUILDING PERMIT FEE SCHEDULE**

Building Valuations shall be determined by the latest valuation data as provided by The International Code Council. The Building Valuation Data (BVD) will be updated and printed at six-month intervals, February and August of each year. The BVD table provides the "average" construction costs per square feet which shall be used in determining permit fees. The permit fees shall be established by using the BVD table and a Permit Fee Multiplier. The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything for site and foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

**Example: Residential** permit for a single family dwelling of Exterior 2,000 sq. ft. According to the chart provide in the ICC BVD (Classification R-3, Type of Construction VB) + 2,000 X 112.65=225,300.00 valuation. Then multiply the valuation times the modifier of .007 X \$225,300.00 = \$1,577.10 permit fee.

**Other Fees:** Other permits that may be required are electrical, plumbing and mechanical each of which are separate applications and fees.

**RE-INSPECTION OR PARTIAL INSPECTION FEE \$50.00 / PER INSPECTION**

**PLAN CHANGE REVIEW FEE \$30.00 PER HOUR / ONE HOUR MINIMUM**

**MINIMUM FEE \$50.00**

**Square Foot Construction Costs**

Group (2012 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
R-3 Residential, one- and two-family	143.93	139.97	136.51	132.83	127.95	124.61	130.57	119.73	112.65
U Utility, miscellaneous	77.10	72.64	68.12	64.64	58.13	54.28	61.62	45.49	43.33

- a) Private Garages use Utility, miscellaneous
- b) Unfinished Basements / Decks over 30" high / Covered Porches, Decks, Patios = \$15.00 per sq. ft.
- c) FINISHED BASEMENTS USE THE SAME AS R-3/ VB
- d) N.P. = Not Permitted
- e) Ag barns / Arenas use .676 modifier
- f) Mobile Homes and I.R.C. Modular Homes that are placed on private property (not in mobile home parks) will be assessed at 30% of the building permit fee that is currently being charged for a conventionally built dwelling of equal size.
- g) Retaining walls over 4 feet in height (from bottom of foundation to top of wall), fences and signs are charged on project valuation.

**REPAIR, REMODEL, AND ALTERATIONS**

Valuation shall be determined by the actual total value of all work being completed. All materials, labor, architectural, engineering, structural, electrical, plumbing, excavation, and mechanical work shall be included. If a contractor is being used, the applicant must provide the certified bid or estimate provided by the contractor, both for the initial scope of work and for any change orders. If a contractor is not being used, the applicant must provide a schedule showing anticipated cost, including a reasonable allocation for labor that would be charged by a contractor. In either case, the valuation must be a reasonable, good faith estimate. The Building Department may, in its discretion, determine valuation by obtaining an estimate of the work completed or to be completed from a qualified contractor or other expert.

**NOTICE**

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other State or Local Law regulating construction or the performance of construction.

x 7-6-15  
Date

x Sundance Archer  
Signature of Applicant

(Office Use Only) Deck Addition  
Building Use Classifications 2006 IRC  
07-16-15  
Date

Type of Construction VB  
Approved: Chaffee County Building Inspector



# CHAFFEE COUNTY CERTIFICATE OF ZONING COMPLIANCE & Authorization for Certificate of Occupancy

*Note: This form does not apply if construction is within  
municipal limits of Buena Vista, Poncha Springs or Salida.*

**\*\*\*APPLICANT: Read the information on the back of this sheet and fill out all lines in these sections unless specified, and sign acknowledgement \*\*\***

### APPLICANT'S STATEMENT

I hereby certify that the information provided on this form is true and correct, and am satisfied that when completed there will be no unacceptable land use hazards to this construction or to the public interest.

*x Sundance Arnehan 7-6-15*  
Signature of Applicant Date

**Property Information:** Assessor's Parcel Number \_\_\_\_\_  
 Building Site Address: 18480 PONCHOSA LN Building Permit Number: \_\_\_\_\_  
 Property Owner: TONI AND BARRY FOX Business Owner (if different): \_\_\_\_\_  
 Subdivision Name (if applicable): 3 ELK  
 Subdivision Plat Requirements: Eng ISDS (Y/N) \_\_\_\_\_ Eng Fdn (Y/N) \_\_\_\_\_ Other \_\_\_\_\_  
 Property Legally Subdivided (if less than 35 acres & not in a subdivision): Y (Staff fill out this line)  
 School Fee in Lieu fee of \$354.00 required? \_\_\_\_\_ (SEPARATE) Check Number \_\_\_\_\_

**Zoning Information:** Zone: RES Proposed Use: Residential Decks  
 Use Permitted per Zoning: YES (Staff fill out this line)  
 Proposed Setbacks: Front: 25' Side: 15' Rear: 20'  
 Min. Setbacks (per plat / zoning): Front: 25' Side: 15' Rear: 20' (Staff fill out this line)  
 In Flood Plain, if yes elevation cert? NOT RTR Ditch Setbacks met? Y  
 Staff Comments - following site plan review and site visit if necessary: \_\_\_\_\_

Approved By: *[Signature]* Date: 07/16/2015

**Other Permits Required for the Proposed Use:** (This Section Staff use only; final approvals for CO below)

**Access / Parking / Drainage:**  
 CDOT Access Permit No.: \_\_\_\_\_ Final Const. Approval Date: \_\_\_\_\_  
 County Driveway Permit No.: \_\_\_\_\_ Final Const. Approval Date: \_\_\_\_\_  
 No. of Parking Spaces Required: \_\_\_\_\_ Final Const. Approval Date: \_\_\_\_\_  
 Drainage Plan Required? \_\_\_\_\_ Final Const. Approval Date: \_\_\_\_\_  
 Flood Plain Development Permit: \_\_\_\_\_ Final Const. Approval Date: \_\_\_\_\_

**Wastewater Treatment (select one, and if muni. / central, supply approval documentation):**  
 County OSWS Permit No.: \_\_\_\_\_ # BDR \_\_\_\_\_ Final Const. Approval Date: \_\_\_\_\_  
 Municipal / Central Service: \_\_\_\_\_ Final Const. Approval Date: \_\_\_\_\_

**Water Supply (select one, and if muni. / central, supply approval documentation):**  
 Well Permit No.: \_\_\_\_\_ Final Const. Approval Date: \_\_\_\_\_  
 Municipal / Central Service: \_\_\_\_\_ Final Const. Approval Date: \_\_\_\_\_

**Fire Protection District Review Comments:** \_\_\_\_\_  
 \_\_\_\_\_ Final Const. Approval Date: \_\_\_\_\_

**PURPOSE AND INTENT:** A land use permit system is mandated by H.B. 1041 (1974) and intended to minimize hazards and/or harmful impacts to both private and public interest caused by any activities that involve land use, but especially modification or construction of building, installation of mobile structures and access to them.

**AUTHORITY:** H.B. 1034 (1974), The Land Use Enabling Act, H.B. 1041, and Chaffee County Zoning Resolution.

**RIGHT TO FARM AND RANCH:** Chaffee County has adopted a Right to Farm and Ranch Policy via Resolution 2008-02. The policy sets forth, among other items, responsibilities of owners of property nearby agricultural operations, including ditch rights, setbacks, and similar.

**PROCEDURES AND RESPONSIBILITY:**

- o Below is the application form which must be completed by the applicant and approved by the Land Use Administrator before a Certificate of Zoning Compliance will be issued. Since the present and future land value of land & improvements is influenced by prudent land use, it is appropriate that the owner should be afforded first opportunity to evaluate the suitability of each site for any proposed new development.
- o If hazards or potentially harmful impacts exist, the applicant should identify them & use the remarks section of the permit form to submit a mitigation plan. In the event the proposed procedure is found inadequate, it is the duty of the Land Use Administrator to inform the applicant, in writing, what additional information & procedure is required. In extreme cases it may become necessary for the applicant to engage qualified engineering service to design an acceptable plan.
- o When the completed application is submitted it will contain the applicant's statement that no unacceptable land use hazards exist and none are expected to be caused by the proposed development. This statement is understood to apply both to that specific development & the general public interest.

**DEFINITIONS:** For the purpose of this permit, hazards and impacts are those listed on the application form and further discussed in the above cited supplements. Mineral Resource impact can be very complex. Briefly summarized, the purpose and intent is to protect and administer mineral resources in such a manner as to permit exploration and extraction of minerals, but permit other development that does not interfere with that activity. Preference is given to existing or other requested uses if the economic value of the minerals present is less than that of other uses.

**FINAL INSPECTION:** A Certificate of Zoning Compliance is typically issued after approval of this form. However, if a mitigation plan was required, it will be verified that it was satisfactorily performed at the time of final inspection before occupancy.

**FOR APPLICANT:** Consider each item listed. A no response means that there is no hazard and none will be caused by the proposed development. If a hazard or potentially harmful impact does exist, discuss your evaluation of the severity and outline your plan for mitigating the danger to a point of acceptable risk. Continue on added sheets if necessary.

Geological Hazard	Yes ___ No ___	Mineral Resource Impact	Yes ___ No ___
Flood Hazard	Yes ___ No ___	Wildlife Impact	Yes ___ No ___
Wildfire Hazard	Yes ___ No ___	Historical/Archaeological	Yes ___ No ___
Avalanche Hazard	Yes ___ No ___		

Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPLICANT INITIALS:** \_\_\_\_\_

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.

**THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.**

**DEED OF TRUST**  
(Due on Transfer - Strict)

THIS DEED OF TRUST is made this **19th day of March, 2015** between **Toni Savage Fox and Barry Eugene Fox** (Borrower), whose address is **18480 Ponderosa Lane, Buena Vista, CO 81211**; and the Public Trustee of the County in which the Property (see § 1) is situated (Trustee); for the benefit of **Leonard G. Brackeen, Jr. and Sally Jo Brackeen** (Lender), whose address is **3323 Sleepy Hollow Rd, Ennis, TX 75119**.

Borrower and Lender covenant and agree as follows:

1. PROPERTY IN TRUST. Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following legally described property located in the County of **Chaffee** State of Colorado:

**Lot No. 17**  
**THREE ELK CREEK**  
**per Plat recorded March 7, 1972 as Reception No. 144267,**  
**Chaffee County, Colorado**

Together with any and all rights in, to, or under Well Permit No(s). **122549**.

known as No. **18480 Ponderosa Lane**

(Street)

**Buena Vista**

(City)

Colorado **81211**

(Zip Code)

(Property Address), together

with all its appurtenances (Property).

2. NOTE: OTHER OBLIGATIONS SECURED. This Deed of Trust is given to secure to Lender:
  - 2.1 the repayment of the indebtedness evidenced by Borrower's note (Note) dated **March 19, 2015**, in the principal sum of **Five Hundred Forty-Five Thousand And No/100** Dollars (U.S. **\$545,000.00**), with interest on the unpaid principal balance from **March 19, 2015**, until paid, at the rate of **5.000** percent per annum, with principal and interest payable at **3323 Sleepy Hollow Rd., Ennis, TX 75119** or such other place as the Lender may designate, in **payments as required pursuant to the Note** ~~payments of~~ ~~due on the~~ ~~day of each month beginning~~; such payments to continue until the entire indebtedness evidenced by said Note is fully paid; however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon, shall be due and payable on **September 19, 2016**, and Borrower is to pay to Lender a late charge of **5.000%** of any payment not received by the Lender within **10** days after payment is due; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without penalty except **N/A**.
  - 2.2 the payment of all other sums, with interest thereon **12.000%** per annum, disbursed by Lender in accordance with this Deed of Trust to protect the security of this Deed of Trust; and
  - 2.3 the performance of the covenants and agreements of Borrower herein contained.



3. TITLE. Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, restrictions, reservations and covenants, if any, as of this date; and subject to matters identified as exceptions in **First American Title Insurance Company Commitment No. BG15-01343**.
4. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.
5. APPLICATION OF PAYMENTS. All payments received by Lender under the terms hereof shall be applied by Lender first in payment of amounts due pursuant to paragraph 23 (Escrow Funds for Taxes and Insurance), then to amounts disbursed by Lender pursuant to § 9 (Protection of Lender's Security), and the balance in accordance with the terms and conditions of the Note.
6. PRIOR MORTGAGES AND DEEDS OF TRUST; CHARGES; LIENS. Borrower shall perform all of Borrower's obligations under any prior deed of trust and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner set out in § 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this section if Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed.
7. PROPERTY INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (a) the insurable value of the Property or (b) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance".

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Borrower subject to Lender's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender, and shall provide that the insurance carrier shall notify Lender at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Lender at or before closing. Lender shall have the right to hold the policies and renewals thereof.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is given in accordance with paragraph 16 (Notice) by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraphs 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

8. **PRESERVATION AND MAINTENANCE OF PROPERTY.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.
9. **PROTECTION OF LENDER'S SECURITY.** Except when Borrower has exercised Borrower's rights under § 6 above, if the Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to:
  - 9.1. any general or special taxes or ditch or water assessments levied or accruing against the Property;
  - 9.2. the premiums on any insurance necessary to protect any improvements comprising a part of the Property;
  - 9.3. sums due on any prior lien or encumbrance on the Property;
  - 9.4. if the Property is a leasehold or is subject to a lease, all sums due under such lease;
  - 9.5. the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's interest in the Property, including repair and maintenance costs and expenses, costs and expenses of protecting and securing the Property, receiver's fees and expenses, inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of an attorney in the employment of the Lender or holder of the certificate of purchase;
  - 9.6. all other costs and expenses allowable by the evidence of debt or this Deed of Trust, and
  - 9.7. such other costs and expenses which may be authorized by a court of competent jurisdiction. Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance. Any amounts disbursed by Lender pursuant to this § 9, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest specified in § 2 (Note; Other Obligations Secured). Nothing contained in this § 9 shall require Lender to incur any expense or take any action hereunder.
10. **INSPECTION.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
11. **CONDEMNATION.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Lender and Borrower, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Borrower's equity in the Property immediately prior to the date of taking. Borrower's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is given, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in §§ 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

12. **BORROWER NOT RELEASED.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.
13. **FORBEARANCE BY LENDER NOT A WAIVER.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.
14. **REMEDIES CUMULATIVE.** Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.
15. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CAPTIONS.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of § 24 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and headings of the sections in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.
16. **NOTICE.** Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first-class U. S. mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first-class U. S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.
17. **GOVERNING LAW; SEVERABILITY.** The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.
18. **ACCELERATION; FORECLOSURE; OTHER REMEDIES.** Except as provided in § 24 (Transfer of the Property; Assumption), upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under § 6 above), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies permitted by law, Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees. If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election. Trustee shall give such notice to Borrower of Borrower's rights as is provided by law, Trustee shall record a copy of such notice and shall cause publication of the legal notice as required by law in a legal newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcels as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. **BORROWER'S RIGHT TO CURE DEFAULT.** Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.
20. **ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Lender or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Borrower or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice; notice being hereby expressly waived. Upon Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied, first, to payment of the costs of preservation and management of the Property, second, to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.
21. **RELEASE.** Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with § 16 (Notice) from Borrower to Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.
22. **WAIVER OF EXEMPTIONS.** Borrower hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.
23. **ESCROW FUNDS FOR TAXES AND INSURANCE.** This § 23 is not applicable if Funds as defined below are being paid pursuant to a prior encumbrance. Subject to applicable law. Borrower shall pay to Lender, on each day installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to 12 of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus **NA** of yearly premium installments for Property Insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof, taking into account any excess Funds not used or shortages. The principal of the Funds shall be held in a separate account by Lender in trust for the benefit of Borrower and deposited in an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the Funds to pay said taxes, assessments and insurance premiums. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is given in accordance with § 16 (Notice) by Lender to Borrower requesting payment thereof. Provided however, if the loan secured by this Deed of Trust is subject to RESPA or other laws regulating Escrow Accounts, such deficiency, surplus or any other required adjustment shall be paid, credited or adjusted in compliance with such applicable laws.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall simultaneously refund to Borrower any Funds held by Lender. If under § 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, whichever occurs first, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

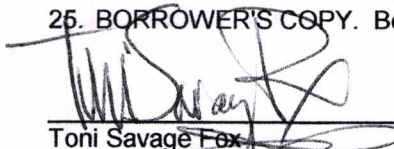
24. TRANSFER OF THE PROPERTY; ASSUMPTION. The following events shall be referred to herein as "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein); (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein); (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of three (3) years; (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in Borrower and (v) the reorganization, liquidation or dissolution of Borrower. Not to be included as a Transfer are (x) the creation of a lien or encumbrance subordinate to this Deed of Trust; (y) the creation of a purchase money security interest for household appliances; or (z) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of Lender, in the event of each and every transfer:

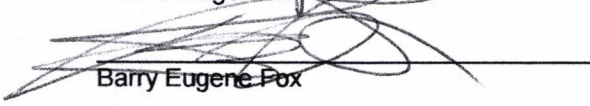
24.1. All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).

24.2. If a Transfer occurs and should Lender not exercise Lender's option pursuant to this § 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Borrower under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. Lender may without notice to Borrower deal with Transferee in the same manner as with Borrower with reference to said sums including the payment or credit to Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging Borrower's liability hereunder for the obligations hereby secured.

24.3. Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to § 24.2 above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Lender had actual or constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be estopped therefrom by virtue thereof. The issuance on behalf of Lender of a routine statement showing the status of the loan, whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's said rights.

25. BORROWER'S COPY. Borrower acknowledges receipt of a copy of the Note and this Deed of Trust.

  
\_\_\_\_\_  
Toni Savage Fox

  
\_\_\_\_\_  
Barry Eugene Fox

12" METAL CULVERT

FOUND REBAR/CAP,  
LS 4440.

PLAT = N82°43'42"W, 330' SURVEY = N82°43'42"W, 330.01'

(BASIS OF BEARINGS)

REVIEWED & APPROVED  
FOR CODE COMPLIANCE  
UNDER 2006 I-CODES &  
2014 NEC. PLANS ARE  
APPROVED AS CORRECTED  
P. *Number*

Final approved inspection  
required prior to use

Approved plans must be on job  
site during all inspections R106.3.1

*Blog Best Copy*

FOUND REBAR/CAP,  
LS 4440.

10' UTILITY  
EASEMENT

10' UTILITY  
EASEMENT

PLAT = N15°33'50"E, 598.22'

373.4'

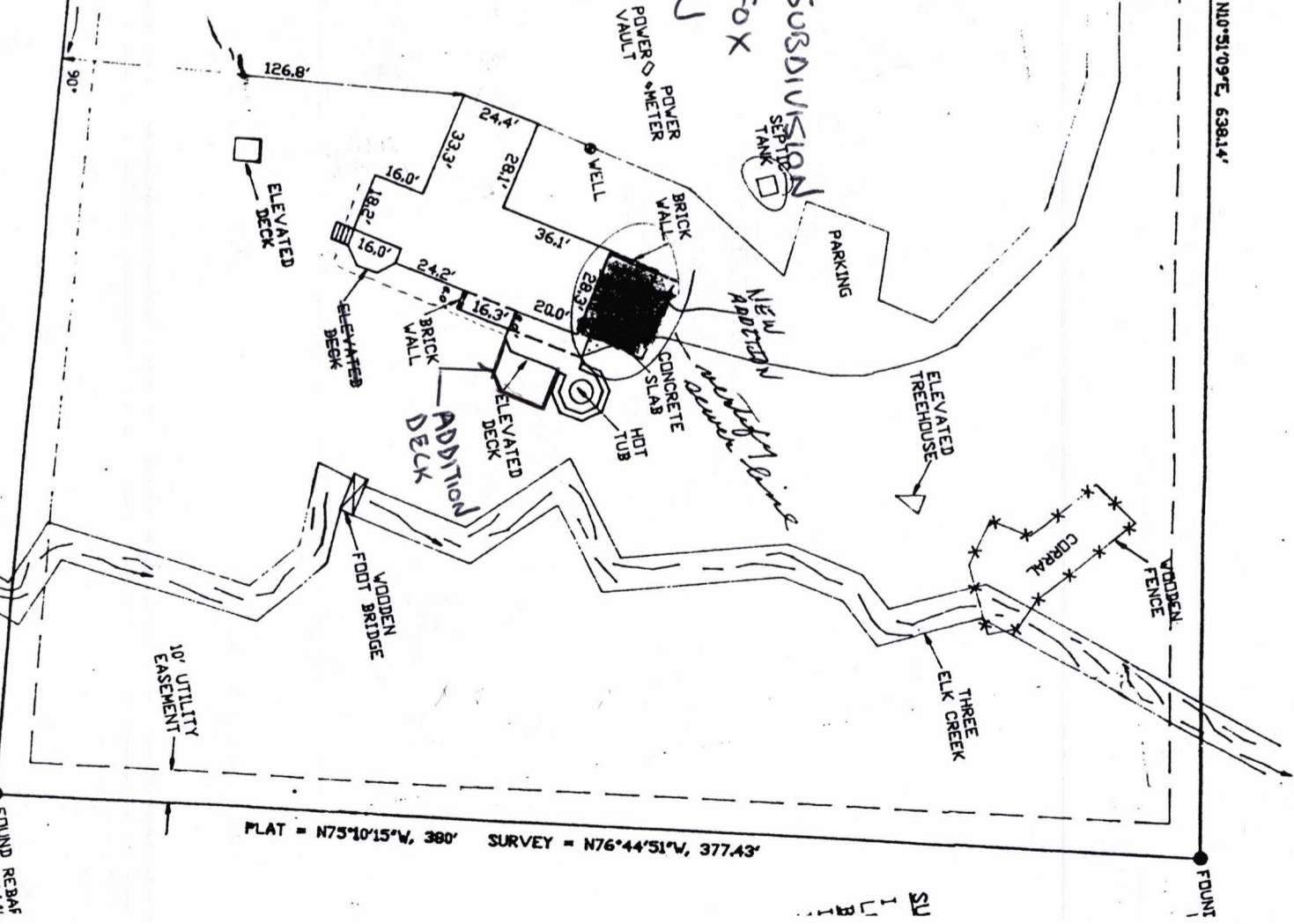
SURVEY = N15°23'17"E, 603.61'

PLAT = N10°47'56"E, 643.16' SURVEY = N10°51'09"E, 638.14'

UN-PAVED

DRIVE

LOT #17 3 EUK SUBDIVISION  
TONI AUN BARRY FOX  
18480 POWDEROSA LN  
BUENA VISTA CO  
81211



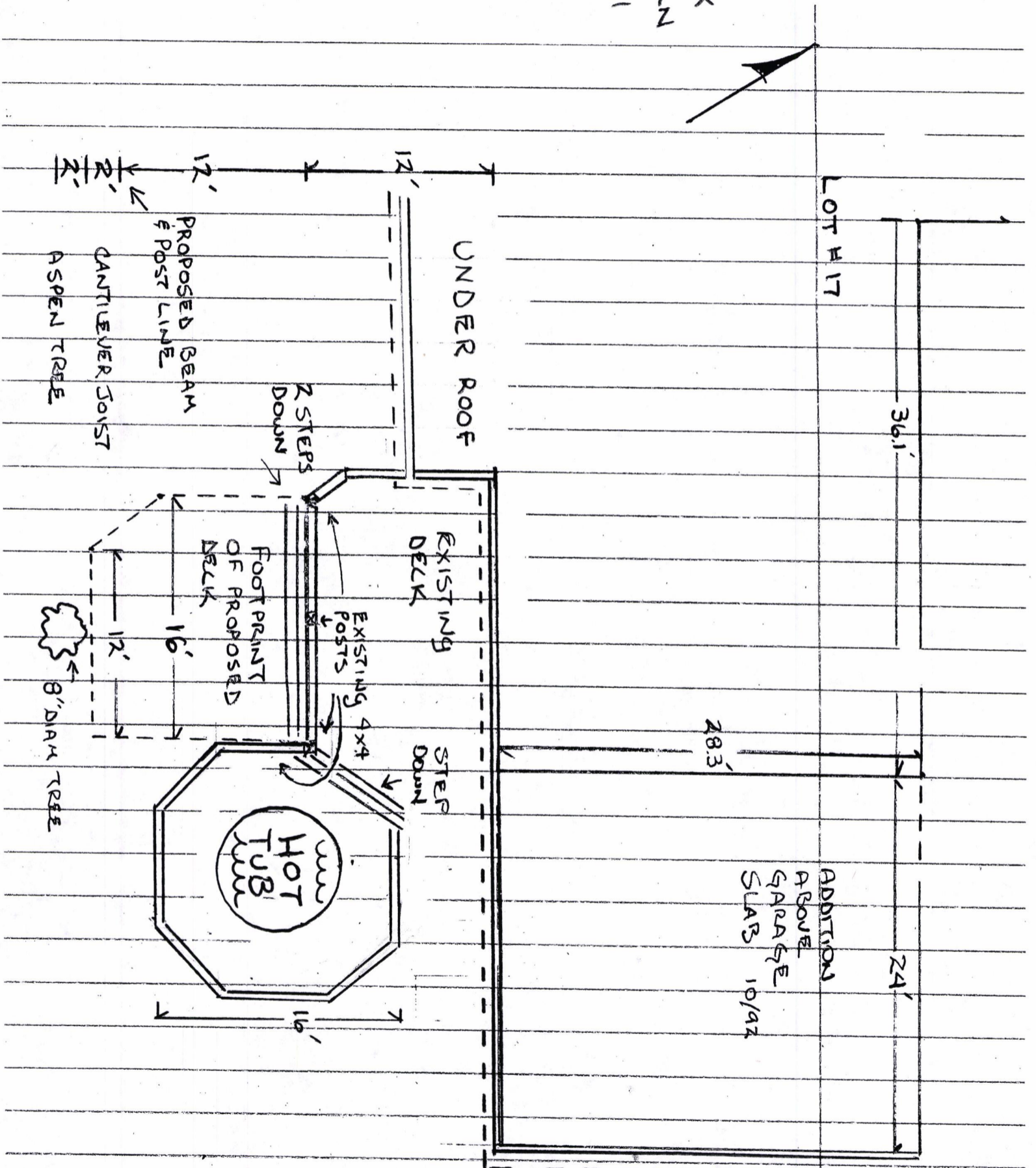
PLAT = N75°10'15"W, 380' SURVEY = N76°44'51"W, 377.43'

FOUND REBAR/CAP,  
LS 4440.

FOUND REBAR/CAP,  
LS 4440.

SUBJECT

TONI AND BARRY FOX  
 18480 PONDEROSA LN  
 BUENA VISTA, CO 81211  
 3 ELK SUBDIVISION  
 LOT # 17



1/8" = 1'

TONI AND BARRY FOX  
 18480 PONDEROSA LN  
 BUENA VISTA, CO 81211

DECKS Greater Than 30"  
 ABOVE GRADE REQUIRE  
 GUARDRAIL w/ MIN. 36" HT  
 AFF + MAX 4" OPENINGS

EXISTING HOT TUBS  
 DECK w/ HANDRAILS

NEW 2x10 JOIST 16" O.C.

EXISTING  
 2x8 JOIST  
 FRAMEWORK  
 ELEVATED DECK  
 w/ HANDRAILS

PROPOSED  
 RAMMING FOR  
 6x16' DECK

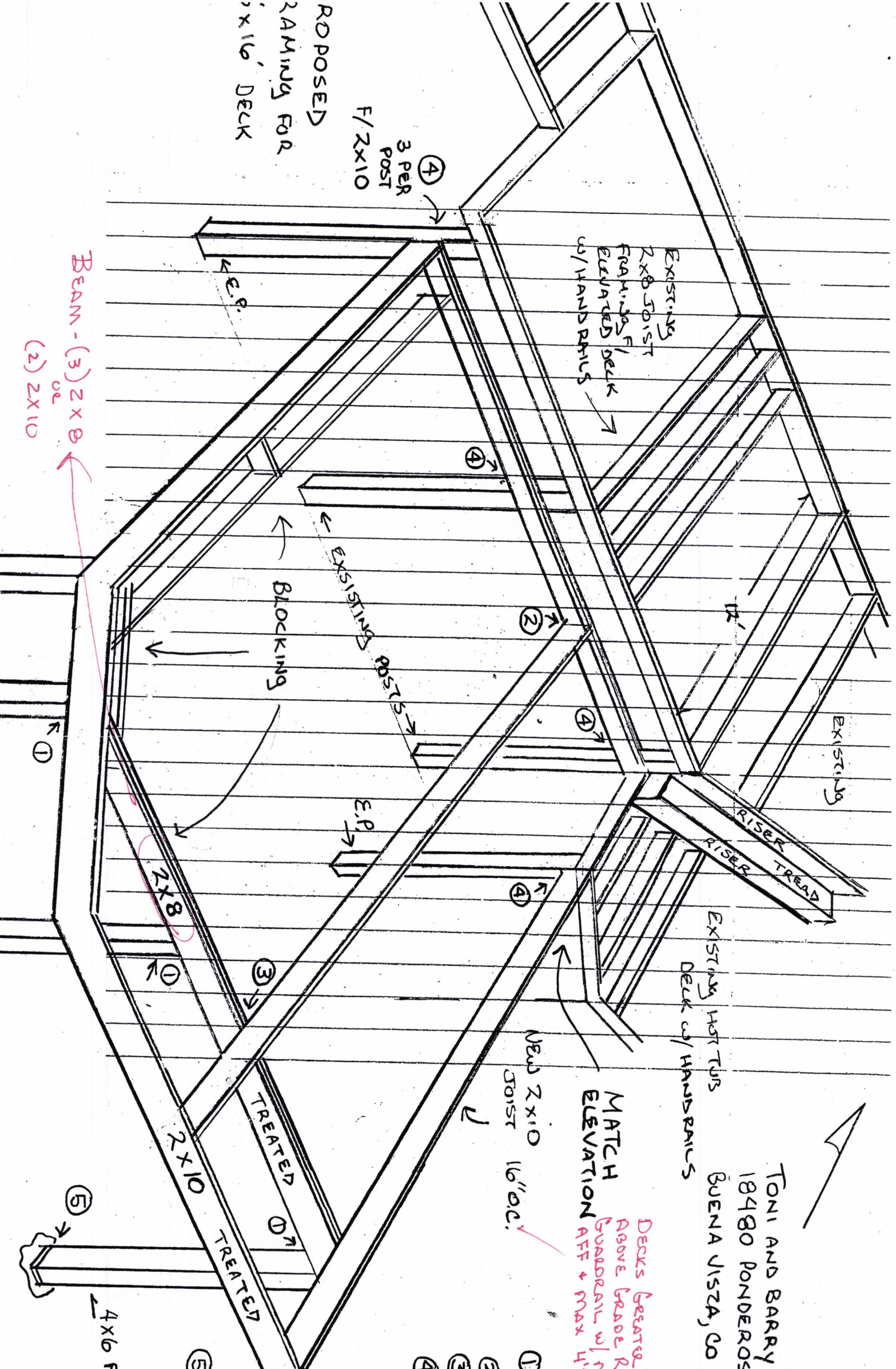
④  
 3 PER  
 POST  
 F/2x10

BEAM - (3) 2x8  
 OR  
 (2) 2x10

- ① SIMPSON  
BL 46
- ② LUS 210 EA
- ③ H 2.5A EA.
- ④ 1/2" X 6" LAG  
BOLTS w/  
WASHER

⑤ ABW 46Z  
EA. POST

4x6 FIR





# Single Family Residential Uncovered Decks and Porches

## Directions

- Fill in the blanks on pages 2 and 3 with dimensions and materials which will be used to build the structure. Please print legibly.
- Indicate in the check box which detail from page 3 will be used.

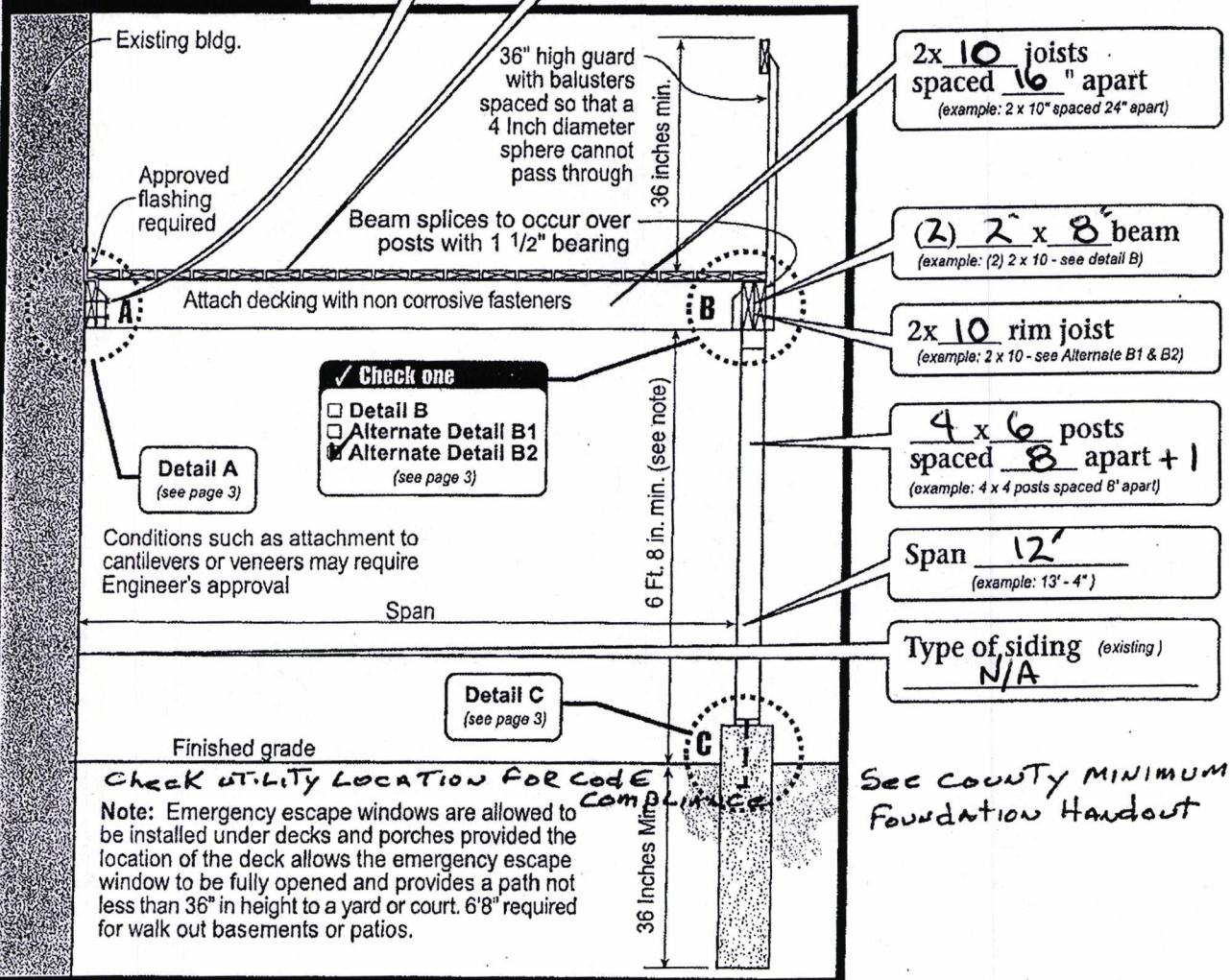
Address: TONI AND BARRY FOX

18480 PONDEROSA LN,  
BUENA VISTA CO 81211

Size and Amount of Lags  
TWO 1/2" x 7" THRU BOLTS EA. POST  
(example: Two 3/8" x 4 1/2" lags @ 16" O.C.)

Type of decking 2" x 6"  
(example: 1 x 4 or 2 x 6 - Trex)

## Deck Section



Note: A plot plan (plan view) showing the dimensions of your project or additions and its relationships to existing buildings or structures on the property must be included. In addition to project dimensions, your plot plan must also show other details such as post locations and spacing, joist and beam spans, and any other pertinent information not shown on the section drawing.

This handout was developed by the Colorado Chapter of the International Code Council as a basic plan submittal under the 2006 International Residential Code. It is not intended to cover all circumstances. Check with your Department of Building Safety for additional requirements.

**Exhibit K to Ordinance 2007-01**

**CHAFFEE COUNTY MINIMUM FOOTING/FOUNDATION REQUIREMENTS.**

Page #1 (See Page 2 for depth and other details)

**PERIMETER FOUNDATION**

Reinforcement  
 FOOTING - 2 #4 (1/2 inch) continuous, lapped 16 inches and bent around corners.

CONCRETE FOUNDATION - Horizontally 1 #4 at 2 Ft. on center  
 Vertically 1 #4 at 3 Ft. on center

BLOCK FOUNDATION - Horizontally joint reinforcement every other course. Vertically 1 #4 at 3 Ft. on center (32" O.C.)

FOUNDATION BOLTS - 1/2" Embedded a minimum of 7". Spaced Maximum 6 Ft. on center. One within 12" of each end at sill plate joints (minimum 2 in each sill plate)

\*6-inch width max. 6' height supporting 1 floor and 1 roof  
 Rebar minimum #4 2'o.c. each way (with minimum 2 horizontal)

**MONOLITHIC FOUNDATION**

Monolithic foundation must be into undisturbed soil. All vegetation must be removed under slab. Any fill used must be clean and properly compacted.

REINFORMENT - Horizontally 2 #4 (1/2") continuous lapped 16 inches and bent around corners. Provide vertical rebar to support the horizontal rebar in proper position. 6" x 6" welded wire mesh with 6" laps.

FOUNDATION BOLTS - Same as above

**PATIO - DECK - CARPORT COLUMN PAD**

Design may be square or circular

REINFORMENT - 2 #4 (1/2") rebar if connecting two pours together. Column base or other type of approved connector is needed.

Concrete above grade is only needed when using a wood post that is untreated or not of a type with natural resistance to decay.

Decks (without roof) that are less than 4' high may use 12" diameter concrete without spread footing, if supporting less than 50 sq. ft.

**DETACHED SINGLE STORY ACCESSORY STRUCTURE UNDER 400 SQUARE FEET**

Monolithic foundation must be into undisturbed soil. All vegetation must be removed under slab. Any fill used must be clean and properly compacted.

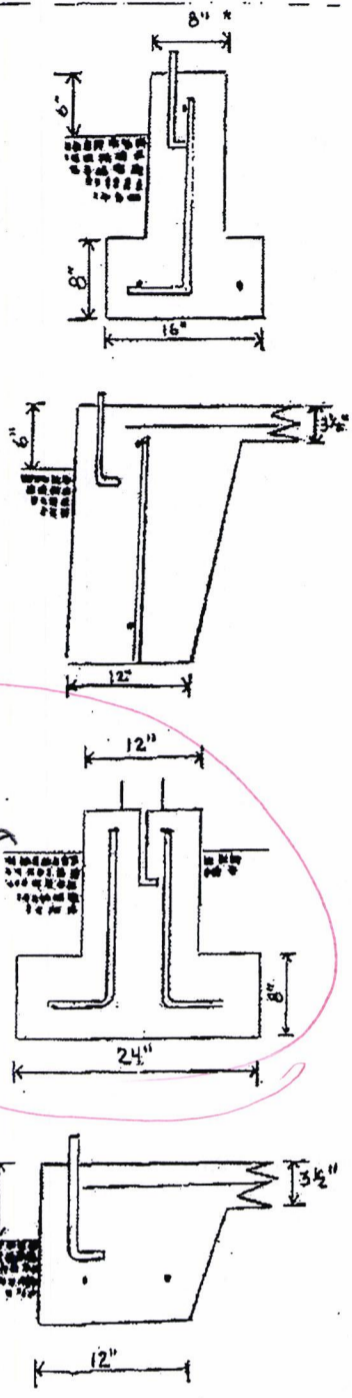
REINFORMENT - Horizontally 2 #4 (1/2") lapped minimum 16" and bent around corners, with 6" x 6" welded wire mesh lapped 6"

FOUNDATION BOLTS - Same as above

Provide proper drainage & grade away from foundation per R401.2 & Handout

Ftg must be into undisturbed soil or compaction report provided R401.2

JOYCE M. RENO  
 Chaffee County Clerk  
 370327 10/24/2007 4:00 PM  
 19 of 20 ORD R\$0.00 D\$0.00



THIS FOOTER F/1840 PONDEROSA LN.