



Re-submittal Form

Case Name/ Number: PLT2021-00019 / Xmore Acres

Case Manager: Greg Barnes

Re-submitted Items:

- ☐ Development Plan/ Site Plan
- ☒ Plat
- ☐ Parking/ Landscape Plan
- ☐ Engineering Documents
- ☐ Subdivision Improvements Agreement (Microsoft Word version)
- ☒ Other: Optional Response to Comments, as needed

*** All re-submittals must have this cover sheet and a cover letter addressing review comments.**

Please note the re-submittal review period is 21 days.

The cover letter must include the following information:

- Restate each comment that requires a response
- Provide a response below the comment with a description of the revisions
- Identify any additional changes made to the original document

For County Use Only:

Date Accepted:

Staff (accepting intake):

Resubmittal Active: Engineering; Planner; Right-of-Way; Addressing; Building Safety;

Neighborhood Services; Environmental; Parks; Attorney; Finance; Plan Coordination

Xmore Acres Resubmittal (3rd) Cover Letter

Development Engineering Review –

ENG1: See the enclosed minor comments on the plat. The Survey Certificate needs to match the requirements made by the County Rights-of-Way Agent.

Has no additional comments on the ownership. But the LLC is required to provide both a recorded statement of authority and current operating agreement to check the ownership and know who has the right to sign the plat before it is recorded.

Recorded Statement of Authority was already submitted in a prior round of review. Please let me know if you need this again. Operating Agreement is included in the resubmittal, as requested. Edits to the plat are included in this resubmittal, as requested.

ROW Review –

ROW1: Title needs to be spelled out w/o abbreviated calls:

XMORE ACRES SUBDIVISION

BEING THE NORTH HALF OF THE NORTHWEST QUARTER....

ROW2: Vicinity map needs to be to scale: 1" = 2000' to 1" = 6000', No color as Mylar won't reproduce

ROW3:

OWNERSHIP AND DEDICATION CERTIFICATE

KNOWN BY ALL MEN PRESENTS THAT BALBOA LLC, BEING THE SOLE OWNER(S) OF THAT PART OF SEC.

34, T3S-R61W OF THE 6TH P.M. AS DESCRIBED IN WARRANTY DEED RECORDED AT RECEPTION NO:

2021000017921 DESCRIBED AS FOLLOWS: THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE

NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 61 WEST OF THE 6TH P.M., COUNTY OF

ADAMS, STATE OF COLORADO

This mimics the title commitment

THE UNDERSIGNED HAVE (HAS) BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO A LOT AND EASEMENTS AS SHOWN UNDER THE NAME AND STYLE OF XMORE ACRES SUBDIVISION AND DO HEREBY DEDICATE TO THE COUNTY OF ADAMS, STATE OF COLORADO, ALL PUBLIC STREETS FOR PUBLIC USE, AND THE PUBLIC EASEMENTS AS SHOWN, FOR UTILITY AND DRAINAGE PURPOSES; AND FURTHER RESTRICTS THE USE OF ALL PUBLIC EASEMENTS TO ADAMS COUNTY AND/OR ITS ASSIGNS, PROVIDED HOWEVER, THAT THE SOLE RIGHT AND AUTHORITY TO RELEASE OR QUITCLAIM ALL OR ANY SUCH PUBLIC EASEMENTS SHALL REMAIN EXCLUSIVELY VESTED IN ADAMS COUNTY.

BY: _____, AS MEMBER OF BALBOA LLC; AND William R. Hoff

BY: _____, AS MEMBER OF BALBOA LLC Michael R. Hoff

ROW4: Complete the notary affirmation:

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 202_

BY William R. Hoff and Michael R. Hoff, Members of BALBOA LLC

ROW5: By application guidelines Item No. 7: Layout b. STREETS

Please refer to this and provide the necessary information for the dedicated right-of-way including line weight

and properly labeled. Need to provide dimensions to the area and include sq ft. and ac information on each leg ROW6: Remove redundant Surveyors Certificate and title the one used for the wet stamp

ROW7: Note number 7 is referencing TRACTS A and B and are none labeled. The road to be dedicated does not need to be within a tract and the note deleted.

ROW8: Move all bubbled information under the NOTES and number accordingly. Remove duplicated information.

ROW9: format the following:

**Surveyors Certificate should be the first in line (top down) for signature blocks so they are in order for acceptance and readability

PLANNING COMMISSION APPROVAL

APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION THIS _____ DAY OF _____
A.D. 202_

CHAIR

BOARD OF COUNTY COMMISSIONERS' APPROVAL

APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS THIS _____ DAY OF _____
A.D. 202_

CHAIR

ADAMS COUNTY ATTORNEY'S OFFICE

APPROVED AS TO FORM

CLERK AND RECORDER'S CERTIFICATE

THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND
RECORDER, IN THE STATE OF COLORADO, AT _____ M., ON THIS _____ DAY OF _____
A.D. 202_

DEPUTY CLERK AND RECORDER
RECEPTION NUMBER

ROW10: Place Case No: PLT2021-00019 upper right-hand corner of sheet

ROW11: Advisory, colored ink won't produce on the required Mylar to be recorded.

Please find the updated plat, as requested, included in this resubmittal.

Utility/CORE Electric Review –

The applicant will be required to dedicate utility easements per 31-23-214 (3) C.R.S. Subdivision regulations adopted under provisions of this section shall require that a subdivider, that provision has been made for facility sites, easements, and rights of access for electrical a service sufficient to ensure reliable and adequate electric service as may be required by the CORE Electric Cooperative. Submission of a letter of agreement or plat between the subdivider, municipal, county, and utility serving the site shall be deemed sufficient to establish that adequate provision for electric service to a proposed subdivision has been made.

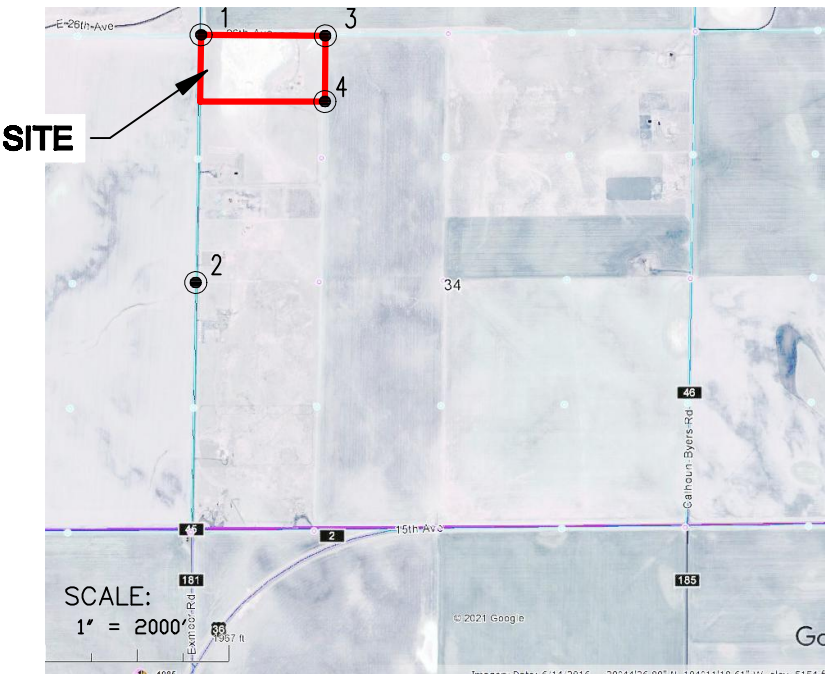
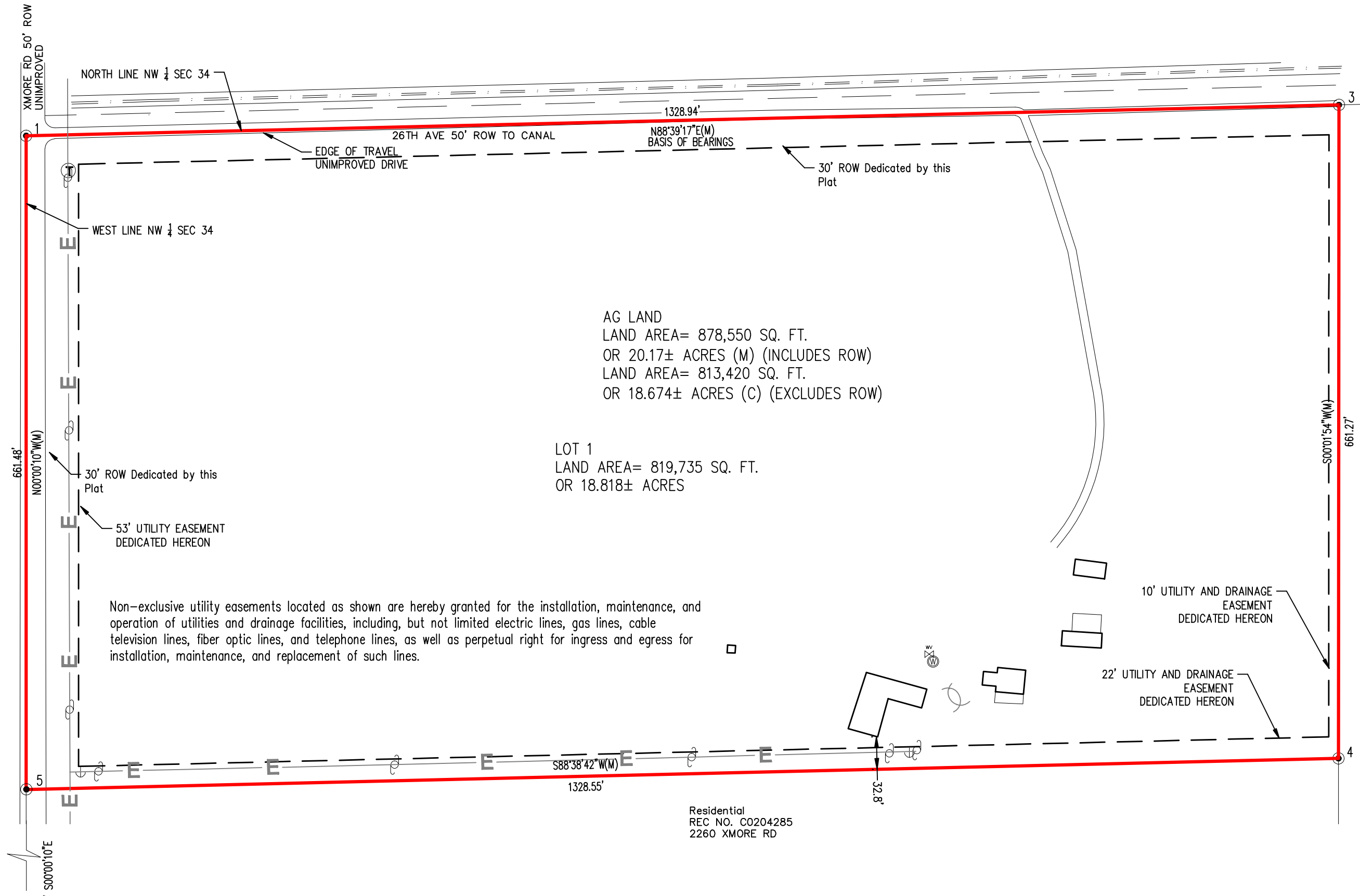
Please see this addition add to the plat.

OWNER'S CERTIFICATE

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 202____
BY William R. Hoff and Michael R. Hoff, Members of BALBOA LLC

XMORE ACRES SUBDIVISION

THE NORTH one half, of the NW one quarter of the NW one quarter of Section 34, T. 3 S., R. 61 W., 6TH P.M.
COUNTY OF ADAMS, STATE OF COLORADO

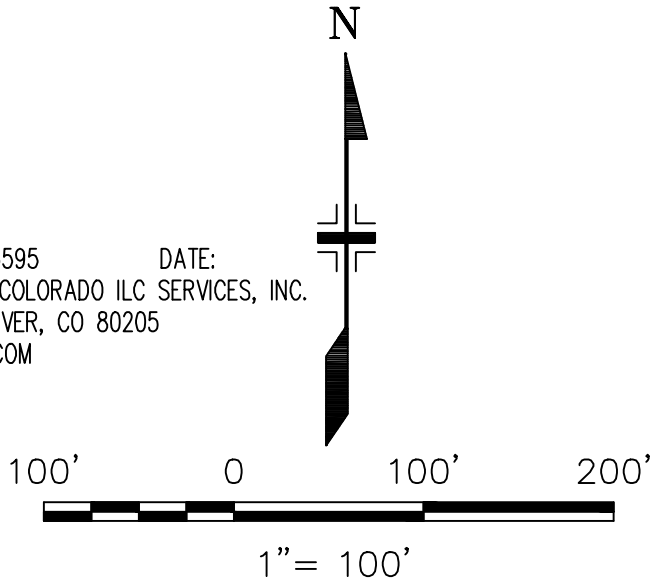


STANDARD NOTES:

1. Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
2. Any person who knowingly removes alters or defaces any public land survey monument or land boundary monument or accessory commits a Class Two (2) Misdemeanor pursuant to State Statute 18-4-508, C.R.S.
3. The purpose of this Plat is to add ROW to Public Access.
- 3a. SITE ADDRESS: 2580 XMORE RD, BYERS, CO 80103
4. BEARINGS CONTAINED HEREIN ARE BASED UPON THE GPS MEASURED BEARING OF N88°39'17"E, ASSIGNED TO THE FOUND AND DESCRIBED MONUMENTS AS SHOWN HEREON.
5. Dimensions in () are as previously deeded or surveyed.
6. Distances on this Minor Adjustment are expressed in U.S. survey feet and decimals thereof. A U.S. survey foot is defined as exactly 1200/3937 meters.
7. RECORD TITLE INFORMATION:
The Information Of Record Shown Hereon Is Provided By
WFG National Title Insurance Company, Commitment Number: 21-197663
Effective Date December 30, 2021 at 8:00 a.m.
Documenting 13 Schedule B - Part 2 Exceptions.
8. I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS NOT LOCATED IN A 100 YEAR FLOOD PLAIN, ACCORDING TO THE MOST CURRENT INSURANCE RATE MAP (FIRM), PRODUCED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
[HTTPS://MSC.FEMA.GOV/PORTAL/SEARCH](https://msc.fema.gov/portal/search)
MAPS ARE DATED MARCH 5, 2007 COMMUNITY NO. 080001
PANEL NO. 08001C0765H
9. DATE OF FIELD WORK: JUNE 14, 17, JULY, 2021
10. HORIZONTAL UNITS:
DISTANCES CONTAINED HEREIN ARE BASED UPON THE U.S. BUREAU OF STANDARDS DEFINITION OF ONE SURVEY FOOT = 1200/3937 METER.

I, LAWRENCE J. BUCAR, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY STATE TO BALBOA LLC, THAT A FIELD SURVEY OF THE ABOVE DESCRIBED PARCEL, AND AS SHOWN ON THE PLAT, WAS MADE UNDER MY SUPERVISION ON AND THAT THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID PARCEL AND THE SURVEY THEREOF.

LAWRENCE J. BUCAR P.L.S. NO. 35595 DATE:
PREPARED FOR AND ON BEHALF OF COLORADO ILC SERVICES, INC.
3000 LAWRENCE ST. STE# 111 DENVER, CO 80205
303-668-7540 WWW.COLORADOILC.COM



2	Address county comments Thurs 02-17 2:23 PM	Feb 25	LJB
1	Address county comments Thurs Jan 6, 2022 2:32 PM	Jan 18	LJB
No.	Comments	2022 Date	By

Title: THE N 1/2 OF THE NW 1/4, NW 1/4, SECTION 34, T3 SDUTH, R 61 WEST 6TH P. M.	
Site Address: 2580 Xmore Rd, Byers, CO 80103	Sheet 1 of 1
Drawn By: LJB	Date: Sept 24, 2021
Checked By: AME C:\Civil 3D Projects\2580 Xmore Rd MSP\dwg\2580 Xmore Rd.dwg	



BOARD OF COUNTY COMMISSIONERS' APPROVAL

APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS THIS _____ DAY OF _____ A.D. 202____

CHAIR

BOARD OF COUNTY COMMISSIONERS' APPROVAL

APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS THIS _____ DAY OF _____ A.D. 202____

CHAIR

PLANNING COMMISSION APPROVAL

APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION THIS _____ DAY OF _____ A.D. 202____

CHAIR

SURVEYOR'S CERTIFICATE

I, Lawrence J. Bucar, A Professional Land Surveyor Licensed To Practice Land Surveying In The State Of Colorado, do hereby state that the survey of Xmore Acres Subdivision was made by me June 14 - July 10, 2021AD and that said survey is prepared in accordance with Colorado State Law to the best of my knowledge and belief. This survey is not an expressed or implied warranty or guarantee. This survey Plat accurately shows the survey hereon.

FOUND:

- 1 2.5" ODOR CAP STAMPED "28 27 33 34 1997 13598" (R) RECORD VALUE
 - 2 2.5" ODOR CAP STAMPED "1/4 33 34 1997 13598" (M) MEASURED VALUE
 - 3 1" METAL CAP: UPGRADED to 3.25" Cap and 30" #6 rebar (C) CALCULATED VALUE
 - 4 REBAR AND 1.5" METAL CAP: UPGRADED to 3.25" Cap and 30" #6 rebar
- SET:
- 5 30" #6 BAR AND 3.25" METAL CAP STAMPED "N 1/64 S33 S34 PLS 35595"

NOTARY PUBLIC

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 202____
BY William R. Hoff and Michael R. Hoff, Members of BALBOA LLC

OWNER'S CERTIFICATE

OWNERSHIP AND DEDICATION CERTIFICATE
KNOWN BY ALL MEN PRESENTS THAT BALBOA LLC, BEING THE SOLE OWNER(S) OF THAT PART OF SEC. 34, T3S-R61W OF THE 6TH P.M. AS DESCRIBED IN WARRANTY DEED RECORDED AT RECEPTION NO: 2021000017921 DESCRIBED AS FOLLOWS: THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 61 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO THE UNDERSIGNED HAVE (HAS) BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO A LOT AND EASEMENTS AS SHOWN UNDER THE NAME AND STYLE OF XMORE ACRES SUBDIVISION AND DO HEREBY DEDICATE TO THE COUNTY OF ADAMS, STATE OF COLORADO, ALL PUBLIC STREETS FOR PUBLIC USE, AND THE PUBLIC EASEMENTS AS SHOWN, FOR UTILITY AND DRAINAGE PURPOSES; AND FURTHER RESTRICTS THE USE OF ALL PUBLIC EASEMENTS TO ADAMS COUNTY AND/OR ITS ASSIGNS, PROVIDED HOWEVER, THAT THE SOLE RIGHT AND AUTHORITY TO RELEASE OR QUITCLAIM ALL OR ANY SUCH PUBLIC EASEMENTS SHALL REMAIN EXCLUSIVELY VESTED IN ADAMS COUNTY.

BY: _____ AS MEMBER OF BALBOA LLC; AND William R. Hoff
BY: _____ AS MEMBER OF BALBOA LLC Michael R. Hoff

CLERK AND RECORDER'S CERTIFICATE

THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, IN THE STATE OF COLORADO, AT _____ M., ON THIS _____ DAY OF _____ A.D. 202____
_____ DEPUTY CLERK AND RECORDER RECEPTION NUMBER

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
Balboa, LLC**

A Member-Managed Limited Liability Company

**ARTICLE I
Company Formation**

1.1 **FORMATION.** The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.

1.2 **NAME.** The name of the Company shall be: Balboa, LLC

1.3 **REGISTERED AGENT.** The name and location of the registered agent of the Company shall be:

Kelli Wiley
99 Inverness Dr E Suite 140
Englewood CO 80112

1.4 **TERM.** The Company shall continue for a perpetual period unless,

(a) Members unanimously vote for dissolution; or

(b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or

(c) Any other event causing dissolution of this Limited Liability Company under the laws of the State of Colorado.

1.5 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there is at least one remaining Member, said remaining Member shall have the right to continue the business of the Company. Such right can be exercised by the written vote of the remaining Member within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Member to continue the business of the Company may expire if that member desires.

1.6 **BUSINESS PURPOSE.** The purpose of the Company is to lease, manage, own and sell residential property.

- 1.7 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be:

99 Inverness Dr East Suite 140
Englewood CO 80112

Principal place of business may be changed at a location the Members from time to time select.

- 1.8 **THE MEMBERS.** The name and place of residence of each member are contained in Exhibit 1 attached to this Agreement.
- 1.9 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company, without the prior unanimous written consent of the Members.

ARTICLE II

Capital Contributions

- 2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital as described in Exhibit 2 attached to this Agreement. The agreed total value of such property and cash is _____.
- 2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE III

Profits, Losses and Distributions

- 3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.
- 3.2 **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Members. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV

Management

- 4.1 **MANAGEMENT OF THE BUSINESS.** The management of the business is invested in the Members. The members may appoint one Chief Executive Member in the future. The Chief Executive Member, if chosen, is the Member with the most responsibility and head of operations of the business.
- 4.2 **MEMBERS.** The liability of the Members shall be limited as provided pursuant to applicable law. Members may take part in the control, management, direction, or operation of the Company's affairs and shall have powers to bind the Company. Any legally binding agreement must be signed by all Members or present approval of all other Members for one specific Member to sign the binding agreement.
- (a) Any decision that involves a sale of the business, a loan, an acquisition of another company, or other business related decisions, must have the unanimous consent of all member(s).
- (b) All day to day decisions and management of the LLC will predominantly be made by any Member(s) in compliance with their duties as Members.
- (c) If a Member disagrees with any Member's decision or proposed decision, a Member may call a vote to decide the course of action. A simple majority vote must be completed to take an action on behalf of the LLC in accordance with ARTICLE 4.5. The vote must be in writing.
- 4.3 **POWERS OF MEMBERS.** The Members are authorized on the Company's behalf to make all decisions in accordance with ARTICLE 4.2 as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Members are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

4.4 DUTIES OF MEMBERS. Each Member must have a duty.

(a) If a Member fails to do the Member's duties for a period of 120 consecutive days, the Member will lose its Membership interest. The start date of failure must be documented.

(b) If a Member fails to do its Member duties for a period of one hundred twenty (120) days out of two hundred thirty nine (239) days, the Member will lose its Membership interest in accordance with this article. The failure days must be documented.

(c) If a Member disputes the completion of another Members duty and is attempting to take over the Members interest, it must do so in writing and certified delivery to the Members residential address listed in exhibit 1. If certified delivery is not available, hand delivery is acceptable by a third party.

(d) Upon receipt of complaint, a Member in question of fulfilling the Members duties must remedy and fulfill the duties it has established within fourteen (14) days.

(e) If Members become in dispute of what the Members duties are; if they are being fulfilled; and have gone through the dispute process outlined in section (a) through (d) of this article, the Members agree to enter into binding mediation or arbitration to decide if the Member's duties are being performed in compliance with the outlined agreed duties of attachment 1. If there is failure to reach an agreement through arbitration or mediation of performed duties of Members, the Members in dispute agree to file a complaint in the appropriate Court to procure a decision by the appropriate Court as to the fulfillment of Members' duties. Upon decision of the Court that a Member has or is failing to meet the duties it has been prescribed to fulfill, the Member will loose and assign its Membership interest to the other Member(s) still remaining. The assignment of the non-compliant Member's membership interest will establish a debt owed by the LLC in accordance with ARTICLE 7.

(f) A value of the non-compliant Member's interest being transferred and assigned to the complaining Member must be made before the transfer can be completed. During the course of the transfer, the non-compliant Member will maintain complete powers of membership in the LLC.

(g) In the event of a dispute of Member's duties, Members may negotiate an exchange of Membership interests for a lesser amount of Member duties.

4.5 DISPUTES OF MEMBERS. Disputes among Members will be decided by a majority vote. A member has the amount of votes according to the Members percent of interest. (Example: 11% is 11 votes.) There has to be a majority vote for an action to take place.

4.6 CHIEF EXECUTIVE MEMBER. If a Chief Executive Member is chosen in the future, The Chief Executive Member shall have primary responsibility for managing the operations

of the Company and for effectuating the decisions of the Members.

- 4.7 **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Members may designate. The Members shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.
- 4.8 **COMPANY INFORMATION.** Upon request, the Chief Executive Member shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Chief Executive Member's possession regarding the Company or its activities.
- 4.9 **EXCULPATION.** Any act or omission of the Members, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Members to any liability to the Members.
- 4.10 **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.
- 4.11 **RECORDS.** The Members shall cause the Company to keep at its principal place of business or other agreed location the following:
- (a) A current list in alphabetical order of the full name and the last known street address of each Member;

(b) A copy of the Certificate of Formation and the Company Operating Agreement and all amendments;

(c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE V

Compensation

5.1 **MEMBER MANAGEMENT FEE.** Any Member rendering services to the Company shall be entitled to compensation commensurate with the value of such services if Members unanimously agree.

5.2 **REIMBURSEMENT.** The Company shall reimburse the Members for all direct out-of-pocket expenses incurred by them in managing the Company if Members unanimously agree.

ARTICLE VI

Bookkeeping

6.1 **BOOKS.** The Members shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or other agreed location. Such books shall be kept on such method of accounting as the Members shall select. The company's accounting period shall be the calendar year.

6.2 **MEMBER'S ACCOUNTS.** The Members shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:

(a) Any additional capital contribution made by him/her;

(b) Credit balances transferred from his distribution account to his capital account; and decreased by:

(a) Distributions to him/her in reduction of Company capital;

(b) The Member's share of Company losses if charged to his/her capital account.

6.3 **REPORTS.** The Members shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE VII

Transfers

7.1 ASSIGNMENT. If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of its interest in the Company, Member shall comply with the following procedures:

(a) First make a written offer to sell such interest to the other Member(s) at a price determined in writing. At this point exiting member may not make this intention publicly known. If such other Members decline or fail to elect such interest within sixty (60) days, the exiting member may advertise its membership interest for sale as it sees fit.

(b) If a member has a buyer of members interest, the other current member(s) have first right of refusal to purchase the exiting members interest for the agreed purchase price. If there are more than one current remaining member(s), remaining members may combine funds to purchase the exiting members interest. Exiting member must show that potential purchaser has full certified funds, or the ability to get full certified funds before the first right of refusal period starts. Current members have 60 days to buy exiting members interest if they so desire.

(c) Pursuant to the applicable law, current members may unanimously approve the sale of exiting members' interests to grant full membership benefits and functionality to the new member. The current remaining members must unanimously approve the sale, or the purchaser or assignee will have no right to participate in the management of the business, affairs of the Company, or member voting rights. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled. Exiting member must disclose to buyer or assignee if current members will not approve the sale.

7.2 VALUATION OF EXITING MEMBERS INTEREST. If a member wants to exit the LLC, and does not have a buyer of its membership interest, exiting member will assign its interest to current members according to the following set forth procedures:

(a) A value must be placed upon this membership interest before assigned.

(b) If exiting member and current members do not agree on the value of this membership interest, exiting member must pay for a certified appraiser to appraise the LLC company value, and the exiting members' value will be assigned a value according to the exiting members' interest percentage.

(c) The current members must approve the certified appraiser used by exiting member. Current members have 30 days to approve the exiting members certified appraiser. If

current members disapprove the certified appraiser, they must show evidence to support their disapproval of the certified appraiser as a vendor qualified to make the LLC business appraisal. Current members may not stall the process by disapproving all certified appraisers.

(d) Upon completion of a certified appraiser placing a value on the LLC, a value will be placed on exiting members' interest according to exiting members' percentage of membership interest.

(e) If current members disagree with the value placed on exiting members' interest, current members must pay for a certified appraiser to value the LLC and exiting members' interest according to the same terms.

(f) Current members' appraiser must be completed within 60 days or right of current members to dispute the value of exiting members interest expires.

(g) Upon completion of current members certified appraiser, the exiting member must approve the value placed on exiting members' interest. Exiting member has 30 days to approve this value.

(h) If exiting member does not approve current members' appraiser value, the value of the LLC will be determined by adding both parties' values, then dividing that value in half, then creating the value of the exiting members' interest according to the exiting members' percentage of membership interest.

7.2 DISTRIBUTION OF EXITING MEMBERS INTEREST. Upon determination of exiting members' interest value, the value will be a debt of the LLC. The exiting member will only be able to demand payment of this debt at dissolution of the LLC or the following method:

(a) LLC will make timely payments.

(b) LLC will only be required to make payments towards exiting members' debt if LLC is profitable and passed income to current members.

(c) LLC must make a debt payment to exiting member if LLC passed income of 50% of the total determined value of the exiting members' interest in one taxable year. (Example: If exiting members' value was \$100,000 and current member(s) received \$50,000 taxable income in the taxable year, the LLC would owe a debt payment to exiting member. If current member(s) only received \$90,000 in passed income, there would be no payment due.)

(d) Debt payment must be at least 10% of the value of the passed income to current LLC members.

(e) LLC must make payment to exiting member within 60 days of the end of the taxable year for the LLC.

(f) Payment schedule will continue until exiting members debt is paid by LLC.

(g) If LLC dissolves, exiting member will be a regular debtor and payment will follow normal LLC dissolution payment statutes.

(h) Exiting members' value of membership interest it assigned current members may NOT accrue interest.

(i) LLC can pay off amount owed to exiting member at any time if it so desires.

CERTIFICATE OF FORMATION

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of ____ pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3 (if any), the Operating Agreement of _____, adopted by the members as of _____, _____ 20____.

Members:


Signature

Printed Name William R Hoff

Percent: 100%

EXHIBIT 1

LISTING OF MEMBERS

As of the ____ day of _____, 20____ the following is a list of Members of the Company:

Name: William R Hoff **Percent:** 100%
Address: 9971 Stone Glen
 Lone Tree CO 80124

Authorized by Member(s) to provide Member Listing as of this ____ day of _____, 20____.



Signature of Member

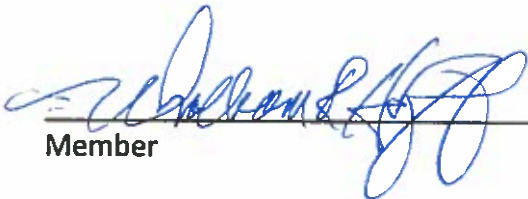
EXHIBIT 2

CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$_____. The description and each individual portion of this initial contribution are as follows:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SIGNED AND AGREED this _____ day of _____, 20____.



Member