

TOWN OF CASTLE ROCK
NON-MATERIAL SITE DEVELOPMENT PLAN AMENDMENT CERTIFICATE

NAME OF SITE DEVELOPMENT PLAN: Lot 1, Founders Village Filing No. 14, Amendment No. 2,
Site Development Plan

RECEPTION NO. OF SITE DEVELOPMENT PLAN: 2019009386

PURPOSE STATEMENT:

LOT 1, FOUNDERS FILLAGE FILING NO. 14, AMENDMENT NO. 2 created AMEND THE PD SITE PLAN WITH SITE AND BUILDING CHANGES. The owner wishes to replace the existing permanent year-around pool fence, faux ivy-looking screening material with a new pool fence screening material that will be Polyfab Comtex extra heavy duty knitted shade cloth- color sage and will only be installed during the yearly pool season (roughly May 15 thru September 15 of each season,) as shown on the attached ***Amendment Exhibit***.

STATEMENT OF DIRECTOR OF DEVELOPMENT SERVICES APPROVAL

THIS NON-MATERIAL SITE DEVELOPMENT PLAN AMENDMENT WAS APPROVED BY THE DIRECTOR OF DEVELOPMENT SERVICES OF THE TOWN OF CASTLE ROCK, COLORADO ON THE 28 DAY OF March, 2023.



DIRECTOR OF DEVELOPMENT SERVICES

**TOWN OF CASTLE ROCK
NON-MATERIAL SITE DEVELOPMENT PLAN AMENDMENT CERTIFICATE**

OWNERSHIP CERTIFICATION

THE UNDERSIGNED ARE ALL THE OWNERS OF CERTAIN LANDS IN THE TOWN OF CASTLE ROCK,
COUNTY OF DOUGLAS AND STATE OF COLORADO DESCRIBED HEREIN.

Mark L. Eames
(Founders Village Master Association)

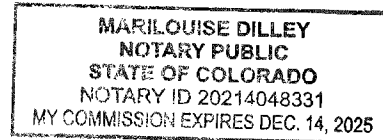
SIGNED THIS 28th DAY OF February, 2023

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

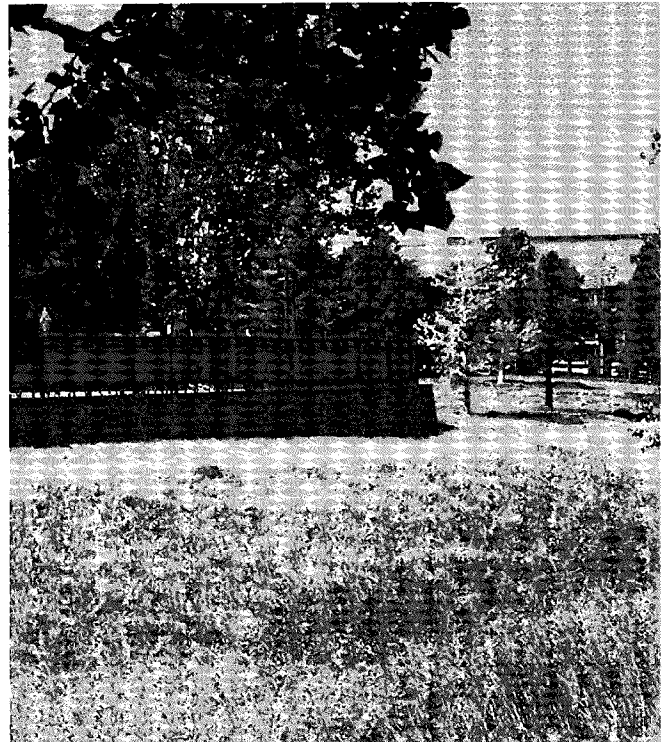
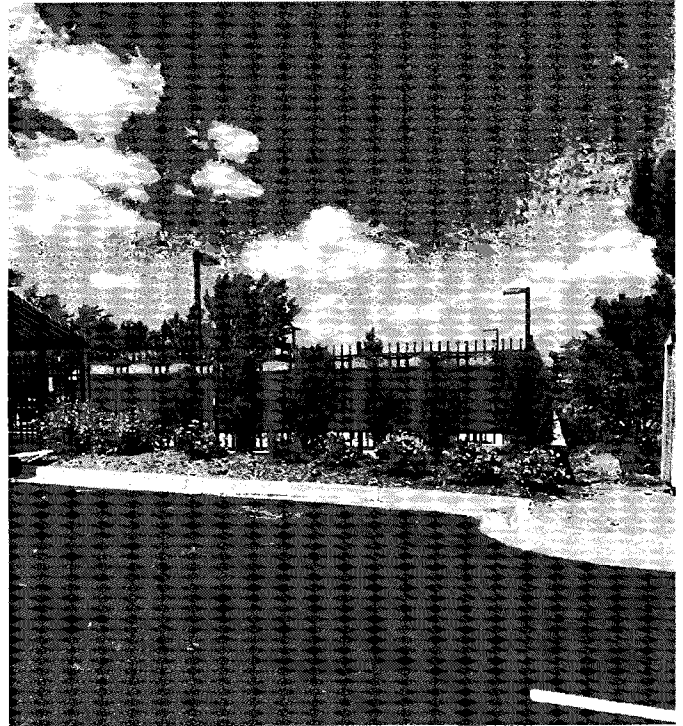
SUBSCRIBED AND SWORN TO BEFORE ME THIS 28th DAY OF February,
2023 BY Mark L. Eames.

WITNESS MY HAND AND OFFICIAL SEAL.

Marilouise Dilley
NOTARY PUBLIC



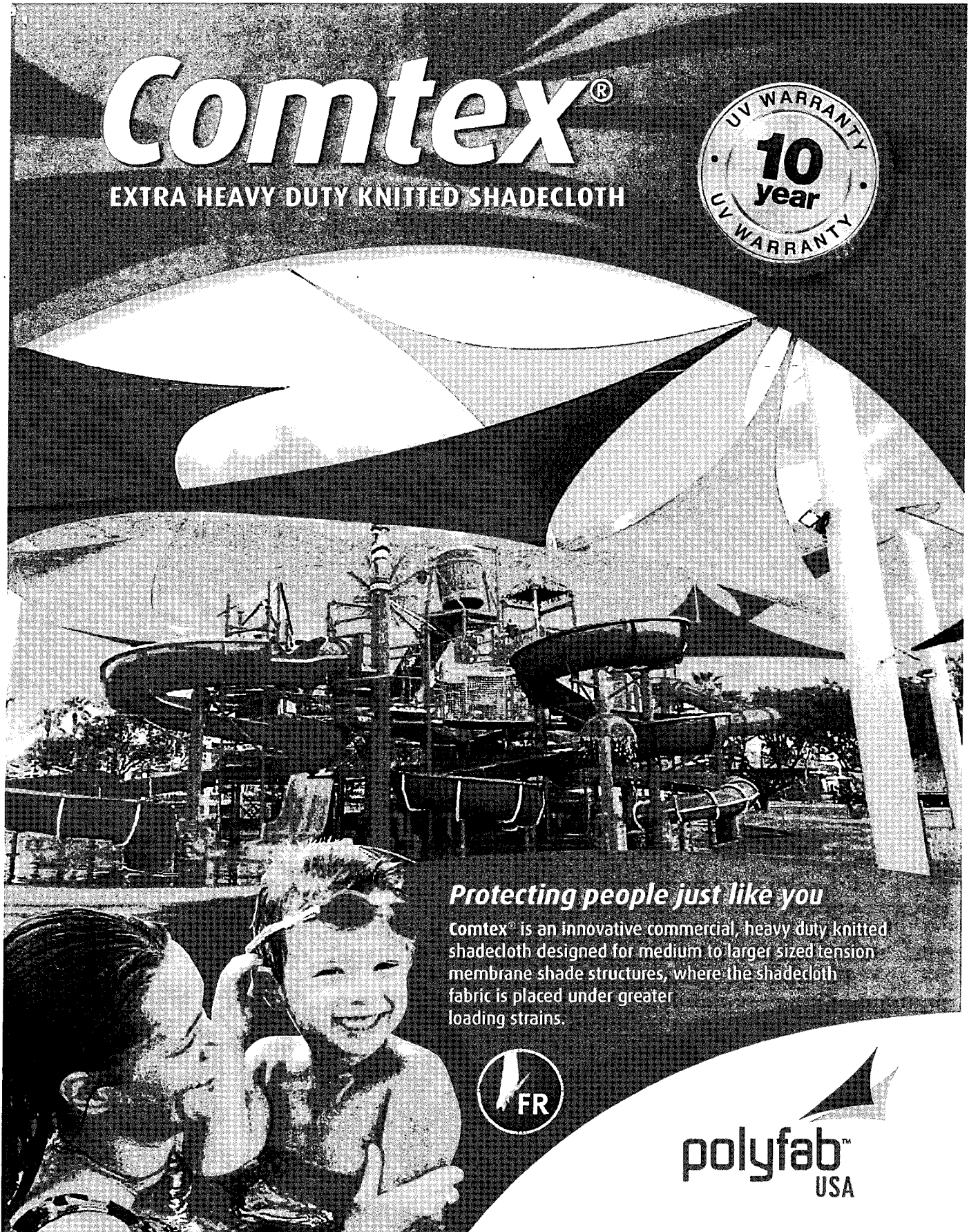
MY COMMISSION EXPIRES: 12/14/2025.



NOTE: color will be SAGE, not Blue
Pictures of the new pool screen fencing installed during the pool season

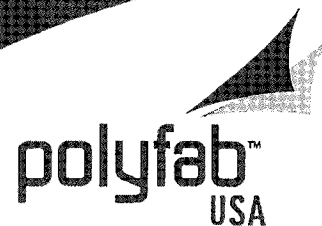
Comtex®

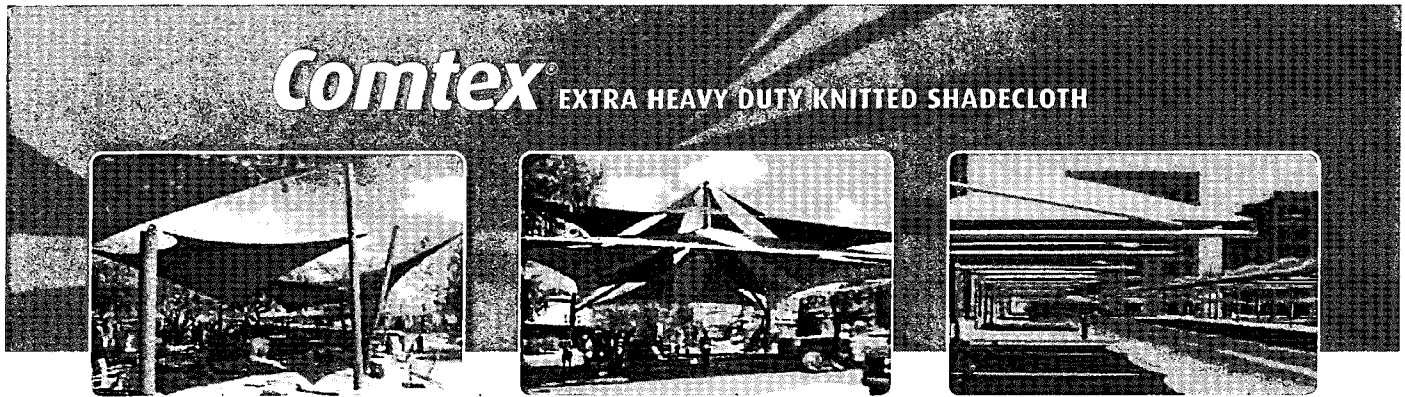
EXTRA HEAVY DUTY KNITTED SHADECLOTH



Protecting people just like you

Comtex® is an innovative commercial heavy duty knitted shadedcloth designed for medium to larger sized tension membrane shade structures, where the shadedcloth fabric is placed under greater loading strains.





Comtex® is ideal for medium to larger residential and commercial projects that require higher tensile loadings. The finished structure should be properly engineered by a professional engineer and installed by a qualified contractor in accordance with local building codes.

Comtex® offers excellent weight to strength ratios.

Comtex® comes in an excellent range of 17 designer colors.

Comtex® is made to the highest quality standards, and is supported by a 10 Year UV warranty (conditions apply).

Comtex® is made from virgin resins and only the best UV stabilizers which are lead and heavy metal free.

For information and conditions of the warranty, contact your Polyfab distributor or visit our website at www.PolyfabUSA.com for warranty and maintenance instructions. POOL FENCE SCREENING COLOR

Comtex® is made to Australian Standards: AS 4174-1994

Technical Specifications		WARP	WEFT
Breaking Force (per ASTM D-5034)	lbs	268	340
Elongation at Break (per ASTM D-5034)	%	110	75
Tearing strength (per ASTM D-2261)	lbs	31	34
Mullen Burst (per ASTM D-3786)	lbs/in	Face	548
Ball Burst (per ASTM D-3787)	lbf	Face	418

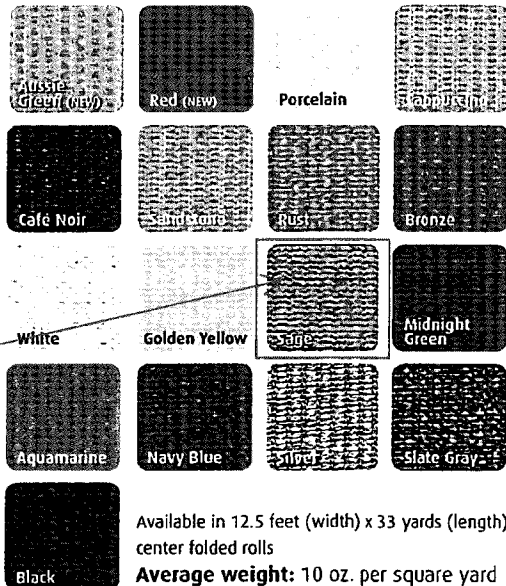
Colors	UVR %	Mean UPF	Shade Factor %	SRI
Aussie Green (NEW)	95	19	89	35
Red (NEW)	95	29	84	64
Porcelain	96	41	77	87
Cappuccino	95	34	90	36
Café Noir	96	44	94	NA
Sandstone	95	28	87	52
Rust	95	27	90	33
Bronze	96	44	92	21
White	90	27	75	96
Golden Yellow	97	55	79	79
Sage	96	44	94	17
Midnight Green	95	35	95	NA
Aquamarine	96	35	93	31
Navy Blue	98	99	98	NA
Silver	94	17	94	18
Slate Gray	97	42	96	NA
Black	96	40	96	1

SRI - Solar Reflectance Index (per ASTM E 1980). NA - results not available at the time of print.



Fire Standard Compliance. Comtex® meets the following fire standard: NFPA 701 - 2010 and ASTM E-84 (Class 1 or A rating)

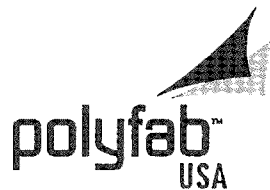
Comtex® is available in 17 designer colors.



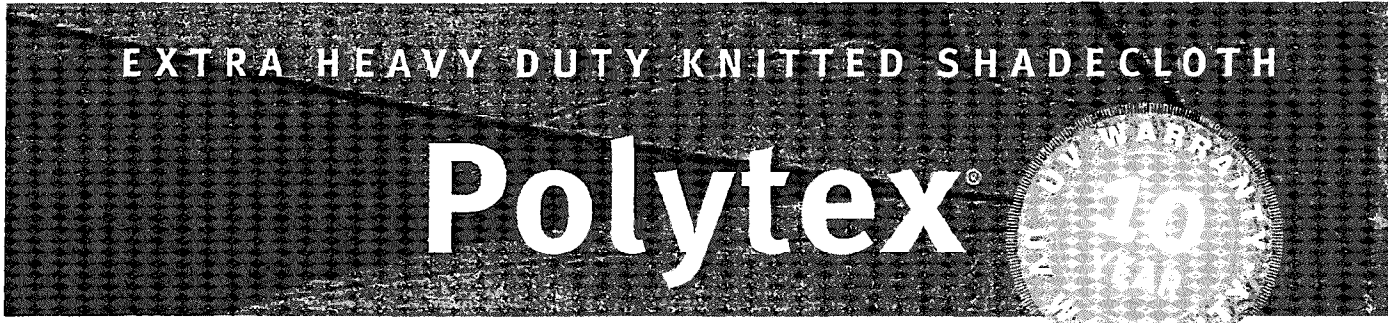
Available in 12.5 feet (width) x 33 yards (length) center folded rolls
Average weight: 10 oz. per square yard

Product Disclaimers:

- The above information represents the results sourced from third party testing authorities, and tolerances may vary by as much as 10%.
- The Manufacturer reserves the right to alter or modify product specifications and colors without notice, and assumes no obligation or liability for the suitability and use of its products other than those applications intended by the manufacturer.
- Colors shown may not be an exact representation of the actual product.
- Outdoor fabrics are subject to harsh conditions and degradation over time is to be expected. Comtex® is supported with a 10 year UV warranty. During this period the fabric will remain serviceable and fit for purpose. Color fading is normal over time. Colors containing red and yellow pigments have a tendency to fade more than others. This is not a loss of strength caused by UV breakdown and is not covered by the product warranty. For more details refer to the supporting Polyfab product warranty.
- Polyfab USA assumes no liability in the event of negligent installation /fabrication or application or choice of cloth.
- During installation, Polyfab shade cloth should not be subject to "pre-stressed" loading in excess of 20%.



www.PolyfabUSA.com



Technical Specifications

Fire Standard Compliance:
Polytex® meets the following fire standards:
NFPA 701 – 2004, ASTM E – 84 Class (A)

		WARP	WEFT
Breaking Force (AS 2001.2.3.1 - 2001)	lbf	134	454
Breaking Extension (AS 2001.2.3.1 - 2001)	%	86.1%	56.2%
Tear Resistance (AS 2001.2.10 - 1986)	lbf	24	42
Bursting Force (AS 2001.2.19 - 1988)	lbf	Face	372

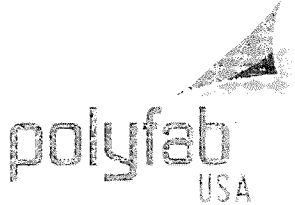
Colors	UVA %	UVB %	Mean UPF	Shade Factor (Visual Light) %
<input type="radio"/> Cappucino <small>NEW</small>	94.0	94.7	21	84
<input type="radio"/> Café Noir <small>NEW</small>	95.2	94.2	21	95
<input type="radio"/> Red <small>NEW</small>	95.3	95.4	29	84
<input type="radio"/> Aquamarine	92.5	92.6	14	66
<input type="radio"/> Black	96.9	96.9	33	97
<input type="radio"/> Bronze	90.4	90.0	10	80
<input type="radio"/> Claret	89.6	91.7	11	80
<input type="radio"/> Midnight Green	94.9	94.8	19	85
<input type="radio"/> Navy Blue	95.7	95.9	25	87
<input type="radio"/> Porcelain	94.9	95.7	23	73
<input type="radio"/> Rust	83.6	83.7	6	67
<input type="radio"/> Sage	92.4	92.4	13	86
<input type="radio"/> Sandstone	92.4	92.4	13	72
<input type="radio"/> Silver	84.5	84.8	7	87
<input type="radio"/> Slate Gray	94.2	94.3	18	90
<input type="radio"/> Yellow	94.0	94.2	17	69

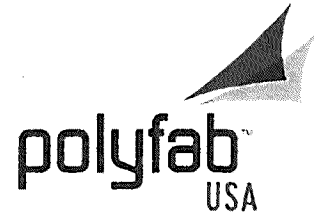
UVA and UVB - are measures of Ultraviolet Radiation that has been shown to be harmful and excessive exposure can lead to the development of skin cancer.

Available in 12.5 feet (width) x 100 feet (length) center folded rolls
 Average weight: 7 oz per square yard

10 YEAR ULTRAVIOLET PERFORMANCE WARRANTY Conditions apply.

The above information represents the results obtained from independent testing authorities and was accurate at the time of printing. Polyfab USA LLC reserves the right to alter product specifications without notification. Polyfab USA LLC assumes no obligation or liability for the suitability and use of its products other than those applications intended by the manufacturer. For more information contact Polyfab USA.





UV PERFORMANCE WARRANTY FOR POLYTEX® & COMTEX®

POLYTEX® and COMTEX® EXTRA HEAVY DUTY KNITTED SHADECLOTH ("fabric") are premium fabrics designed for use in shade structures and shade sails.

Warranty

Polyfab USA LLC ("Polyfab") warrants to the initial purchaser that the fabric will not suffer from abnormal deterioration from ultra violet exposure for a period of 10 years from the date of installation. The term abnormal deterioration means the fabric has mechanically failed during the actual application in the shading environment intended for such fabric. Such abnormal deterioration is defined by a measure of loss of tensile and tear strength (both in warp and weft direction) that is greater than 5% per annum; if such degradation of tensile strength has been caused by ultra violet radiation and the chemical processes that ultra violet radiation initiates in the plastics and the additives alone. The maximum working load of the fabric should not exceed 60% of the break strength in both warp and weft directions. This warranty does not include normal fading or wear and tear. Fading, by itself, is not an indication of loss of strength due to ultra violet radiation. If the fabric does suffer from abnormal deterioration during the 10-year warranty period, Polyfab will, at its option either replace the fabric or supply equivalent fabric, or pay the cost of replacing the fabric or of acquiring equivalent fabric.

POLYFAB UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE FABRIC EXCEPT AS OTHERWISE PROVIDED HEREIN. THERE IS NO IMPLIED WARRANTY THAT THE FABRIC SHALL BE MERCHANTABLE. POLYFAB ASSUMES NO RESPONSIBILITY THAT THE FABRIC WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU MAY BE BUYING THE FABRIC, EXCEPT AS OTHERWISE PROVIDED HEREIN. THERE IS NO IMPLIED WARRANTY THAT THE FABRIC SHALL BE FIT FOR ANY PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT YOU ARE NOT RELYING ON POLYFAB'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE FABRIC SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE IS NO WARRANTY WHICH EXTENDS BEYOND THAT PROVIDED HEREIN.

Exclusions

This warranty does not cover, and Polyfab is not liable for, deterioration of fabric occurring due to any of the following circumstances:

- Exposure to pollution, chemicals, solvents, cleaning agents or other substances that are harmful to the performance of the fabric.
- Faulty installation of the fabric or faulty design or manufacture of any structure to which the fabric is attached.

- Improper storing, handling, bracing, use of the fabric or use contrary to the specifications for the fabric.
- Color fading or variation due to ultraviolet exposure.
- Minor color variation from fabric samples.
- Minor visual imperfection due to the manufacturing processes.
- The negligent act or omission of any person.
- Misuse, neglect or abuse of the fabric.

Limitation of Liability

Polyfab's obligations and liabilities are expressly and exclusively limited to those set forth herein. POLYFAB SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER COMMERCIAL LOSS, AND INCLUDING CLAIMS BASED ON NEGLIGENCE OR STRICT LIABILITY, EXCEPT AS OTHERWISE PROVIDED FOR HEREIN. NOTWITHSTANDING THE FOREGOING, ANY LIABILITY RELATED TO THE FABRIC SHALL BE LIMITED TO THE PURCHASE PRICE OF THE FABRIC.

Claims Procedure

All claims must be made in writing, within 30 days from the date upon which the defect became known, to Polyfab USA LLC, 1601 N. Sepulveda Blvd. #392, Manhattan Beach, CA 90266. Claims must be supported by a sample of the defective fabric together with proof purchase, including the date and location of fabric purchase.

March 1, 2012

