

# RECEIPT OF APPLICATION

DATE BROUGHT IN: 4/24/03  
CHECK #: 1106 AMOUNT: 100.00  
DATE TO BE CHECKED IN BY: 4/28/03  
PROJECT/LOCATION: 2539 + 2579 Applewood Place

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*Items to be checked for on application form at time of submittal:*

- Application type(s)
- Acreage
- Zoning
- Location
- Tax #(s)
- Project description
- Property owner w/ contact person, address & phone #
- Developer w/ contact person, address & phone #
- Representative w/ contact person, address & phone #
- Signatures of property owner(s) & person completing application

General Meeting/Pre-application Conference Checklist

Date 4/14/03

Applicant Burke Phone 243-6276 Tax Parcel # 2945-011-04001, 003

Location 2539 Applewood Pl, Proposal 8' fence on property line  
2579 Applewood Pl

Meeting Attendees Faye, Michael, Laurin

While all factors in a development proposal require careful thought, preparation and design, the following circled items are brought to the petitioner's attention as needing special attention or consideration. Other items of special concern may be identified during the review process. General meetings and pre-application conference notes/standards are valid for only six months following the meeting/conference date shown above. Incomplete submittals will not be accepted. Submittals with insufficient information identified during the review process, which have not been addressed by the applicant will not be scheduled for a public hearing. Failure to meet any deadlines for the review process may result in the project not being scheduled for hearing or being pulled from the agenda. Any changes to the approved plan will require re-review and approval prior to those changes being accepted.

ZONING & LAND USE

- a. Zoning:
- b. Future Land Use Designation:
- c. Growth Plan, Corridor & Area Plans Applicability:

OFF-SITE IMPACTS

- a. access/right-of-way required
- b. traffic impact
- c. street improvements
- d. drainage/stormwater management
- e. availability of utilities

SITE DEVELOPMENT

- a. bulk requirements
- b. traffic circulation
- c. parking (off-street: handicap, bicycle, lighting)
- d. landscaping (street frontages, parking areas)
- e. screening & buffering
- f. lighting & noise
- g. signage

MISCELLANEOUS

- a. revocable permit
- b. State Highway Access Permit
- c. floodplain, wetlands, geologic hazard, soils
- d. proximity to airport (clear or critical zone)

OTHER

- a. related files \_\_\_\_\_
- b. neighborhood meeting \_\_\_\_\_

FEES

- a. application fee: \$50.00 + \$50.00 labels  
Due at submittal. Checks payable to City of GJ
- b. Transportation Capacity Payment (TCP):
- c. Drainage fee:
- d. Parks Impact Fee:
- e. Open Space Fee or Dedication:
- f. School Impact Fee:
- g. Recording Fee:
- h. Plant Investment Fee (PIF) (Sewer Impact):

PROCESSING REQUIREMENTS

- a. Documents - ZDC, SSID, TEDS, SWMM
- b. Submittal Requirements/Review Process
- c. Annexation (Persigo Agreement)

PLANNER'S NOTES

RSF-4

CUP for 8' fence on prop line in a drainage basin.

# APPLICATION COMPLETENESS REVIEW

Use "N/A" for items which are not applicable

Date: 4/29/03

Project Name: \_\_\_\_\_ (if applicable)

Project Location: 2539 + 2579 Applewood Pl. (address or cross-streets)

Check-In Staff Community Development: PC initials of check-in  
Development Engineer: \_\_\_\_\_ staff members

APPLICATION TYPE(S): \_\_\_\_\_

(e.g. Site Plan Review)

FEE PAID: Application: 100<sup>00</sup>  
Acreage: \_\_\_\_\_  
Public Works: \_\_\_\_\_

BALANCE DUE:  
 Yes amount \$ \_\_\_\_\_  
 No

## COMPLETENESS REVIEW:

Originals of all forms received w/signatures?  Yes  No, list is missing items below

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Missing drawings, reports, other materials:  No  Yes, list missing items below  
Note: use SSID checklist

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Incomplete drawings, reports, other materials?  No  Yes, list missing items below  
Note: Attach SSID checklist(s) w/incomplete information identified

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Professional stamp/seal missing from drawings/reports?

No

Yes, list missing items below

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Other: Please list below

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**PROJECT ASSIGNMENT AND PROCESSING**

Project Manager: Ronnie

Special Processing Instructions:

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Planner's Name: Faye **SUBMITTAL CHECKLIST** Date: 4/14/03  
**CONDITIONAL USE PERMIT** Expiration Date: 6 months from above date

Location: 2539 Applwood Place Project Name: Burke Fence

ITEMS	SSID Reference	DISTRIBUTION																	Total required					
		<input checked="" type="checkbox"/> City Community Development	<input checked="" type="checkbox"/> City Development Engineer	<input type="checkbox"/> City Utility Engineer	<input type="checkbox"/> City Real Estate Manager	<input type="checkbox"/> City Parks/Recreation	<input checked="" type="checkbox"/> City Attorney	<input type="checkbox"/> City Fire Dept / Clifton Fire Dept	<input type="checkbox"/> City Police Department	<input checked="" type="checkbox"/> City Transportation Engineer	<input type="checkbox"/> City Downtown Dev. Authority	<input type="checkbox"/> City Addressing	<input checked="" type="checkbox"/> City Code Enforcement	<input checked="" type="checkbox"/> City G.J. Planning Commission	<input type="checkbox"/> County Planning	<input checked="" type="checkbox"/> Building Department	<input type="checkbox"/> Persigo WWT	<input type="checkbox"/> Walker Field Airport		<input type="checkbox"/> Drainage District	<input type="checkbox"/> Irrigation District	<input type="checkbox"/> RTPO	<input type="checkbox"/> Urban Trails	<input type="checkbox"/> Other
Date Received: _____																								
Receipt #: _____																								
File #: _____																								
DESCRIPTION																								
Application Fee \$ <u>50.00</u>	VII-1	1																						
<input checked="" type="checkbox"/> Development Application Form*	VII-1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
<input checked="" type="checkbox"/> Submittal Checklist*	VII-4	1																						
<input checked="" type="checkbox"/> Review Agency Cover Sheet*	VII-3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
<input checked="" type="checkbox"/> Location Map	VII-3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
<input checked="" type="checkbox"/> Planning Clearance*	VII-3	1																						
<input checked="" type="checkbox"/> Names & Addresses* Fee \$ <u>50.00</u>	VII-3	1																						
<input checked="" type="checkbox"/> General Project Report	X-08	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
<input type="checkbox"/> Site Sketch	na	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
<input checked="" type="checkbox"/> Site Plan <u>10/20/02</u>	IX-31	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
<input checked="" type="checkbox"/> Evidence of Title/Lease Agreement	VII-2	1				1																		
<input checked="" type="checkbox"/> Legal Description	VII-3	1			1																			
<input type="checkbox"/> Deed	VII-2	1			1	1																		
<input type="checkbox"/> Easement	VII-2	1	1	1	1	1																		
<input type="checkbox"/> Avigation Easement	VII-1	1			1	1											1							
<input type="checkbox"/> ROW-Dedication / Conveyance	VII-3	1	1	1	1	1			1											1				
<input type="checkbox"/> Traffic Impact Study	X-15	1	1						1												1			
<input type="checkbox"/> Drainage & Irrigation Checksheet*	XI-02	1																1	1					
<input type="checkbox"/> Preliminary Drainage Report	X-11	1	1																					
<input type="checkbox"/> Landscape Plan	IX-19	1										1												
<input type="checkbox"/> Sign Plan/Sign Package	VII-3	1										1												

8/2 x 11  
 w/ten 90  
 days

Notes: \* An asterisk in the item description column indicates that a form is supplied by the City.

Wendy, application is in Pat's office

## ADJACENT PROPERTY OWNER LABEL ORDER FORM

TAX PARCEL #: 2945-011-04-001, 003

PROPERTY ADDRESS: 2539 Applewood Pl & 2579 Applewood Pl

PROPERTY OWNER: Leo Warren

X CONTACT PERSON: Leo Warren

MAILING ADDRESS: 2659 Applewood Pl  
Grand Junction, CO 81506

APPLICANT: Michael Burke

X CONTACT PERSON: Michael Burke

MAILING ADDRESS: 2588 - Coaley Lane  
Grand Junction, CO 81505

PROJECT REPRESENTATIVE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

**\*REQUEST FOR LABELS MUST BE SUBMITTED A MINIMUM OF 2 WEEKS  
PRIOR TO SUBMITTAL OF PROJECT.**

FEE: \$50.00

DATE PAID: \_\_\_\_\_ RECEIPT #: \_\_\_\_\_

The adjacent property mailing list is created by pulling all property owners within 500 feet and all Homeowners Associations or citizen groups within 1000 feet of all properties involved in the project. The property owner information is put together using the information in the Mesa County Assessor's records and the HOA's and citizens groups are on record with the City of Grand Junction Community Development Department.

CITY OF GRAND JUNCTION  
COMMUNITY DEVELOP  
250 NORTH 5TH STREET  
GRAND JUNCTION, CO 81501

CITY OF GRAND JUNCTION  
WENDY - COMM DEV  
250 NORTH 5TH STREET  
GRAND JUNCTION, CO 81501

GRAND VIEW HOA  
SHAWNA CUTTINGHAM  
634 GRAND VIEW DRIVE  
GRAND JUNCTION, CO 81503

PTARMINIGAN ESTATES HOA  
KEITH KOLER  
P.O. BOX 3754  
GRAND JUNCTION, CO 81502

CROWN HEIGHTS HOA  
DAVID DOTY  
3934 S SEVILLE CIR  
GRAND JUNCTION, CO 81506

SPRING VALLEY HOA  
DON MC FARLAND  
P.O. BOX 9164  
GRAND JUNCTION, CO 81502

CITY & COUNTY AIRPORT  
2828 WALKER FIELD DR  
GRAND JUNCTION, CO 81506

JOHN R ELLIS  
JOAN A  
676 28 RD  
GRAND JUNCTION, CO 81506-4802

LYLE E ZEDICHER  
DEBRA L ZEDICHER  
674 28 RD  
GRAND JUNCTION, CO 81506-4802

CLINTON A BIGGS  
601 HORIZON PL UNIT 133  
GRAND JUNCTION, CO 81506-1906

STEVE HUNT  
1913 WINDGATE DR  
GRAND JUNCTION, CO 81503

MICHAEL BURKE  
LAURIN BURKE  
2588 GALLEY LN  
GRAND JUNCTION, CO 81505-1412

ROBERT W FUNK  
JEANETTE M FUNK  
2559 APPLEWOOD PL  
GRAND JUNCTION, CO 81506-4701

LEO H WARREN  
HELEN M WARREN  
2679 APPLEWOOD PL  
GRAND JUNCTION, CO 81506-4700

MELVIN A CRAWFORD  
MARY KAY CRAWFORD  
5009 GREEN RIVER ST  
CHEYENNE, WY 82001-2265

SHIRLEY Y CATES  
2659 APPLEWOOD PL  
GRAND JUNCTION, CO 81506-4700

KEVIN A KOUSTIK  
NORA F KOUSTIK  
639 AVALON DR  
GRAND JUNCTION, CO 81504-6952

RAYMOND E LEECH  
SHARA L LEECH - TRUS  
2676 APPLEWOOD PL  
GRAND JUNCTION, CO 81506-4700

LANHAM FAMILY REVOCABLE  
TRUST  
2534 MAUREEN CT  
GRAND JUNCTION, CO 81506-8504

LLOYD F STOKEY  
CONNIE D STOKEY  
2554 MAUREEN CT  
GRAND JUNCTION, CO 81506-8504

SAMUEL J PANTUSO  
M L PANTUSO & A J &  
2537 MAUREEN CT  
GRAND JUNCTION, CO 81506-8504

JEROME F PALMER  
EVELYN E  
3910 APPLEWOOD ST  
GRAND JUNCTION, CO 81506-8408

ALLEN R JOHNSON  
MARY G JOHNSON  
2424 CORTLAND AVE  
GRAND JUNCTION, CO 81506-8434

PATRICK J CARLOW  
IRENE C CARLOW  
2434 CORTLAND AVE  
GRAND JUNCTION, CO 81506-8434

SIOUX BLACK  
2444 CORTLAND AVE  
GRAND JUNCTION, CO 81506-8434

JOSIE HYRE  
2441 APPLEWOOD PL  
GRAND JUNCTION, CO 81506-8480

ROBERT L LOCKMAN  
LILLIE M  
2431 APPLEWOOD PL  
GRAND JUNCTION, CO 81506-8480

DONALD E LOVERN  
LYNDA L  
2421 APPLEWOOD PL  
GRAND JUNCTION, CO 81506-8480

CAROL T BARBERO  
3920 APPLEWOOD ST  
GRAND JUNCTION, CO 81506-8408

PATRICK H MOBLEY  
2412 APPLEWOOD CIR  
GRAND JUNCTION, CO 81506-8433

JOHN A HESSLINK  
CORINE R  
2420 APPLEWOOD CIR  
GRAND JUNCTION, CO 81506-8433

BEVERLY J OHM  
SANDRA R STICKNEY  
2430 APPLEWOOD CIR  
GRAND JUNCTION, CO 81506-8433

DANIEL R NELSON  
KELLY NELSON  
2436 APPLEWOOD CIR  
GRAND JUNCTION, CO 81506-8433

CHARLES M COE  
LORETTA E  
2440 APPLEWOOD CIR  
GRAND JUNCTION, CO 81506-8433

JOHN J WILLIAMS  
JOYCE C WILLIAMS  
4010 APPLEWOOD ST  
GRAND JUNCTION, CO 81506-8406

CONNIE S ESTRIDGE  
4020 APPLEWOOD ST  
GRAND JUNCTION, CO 81506-8406

JACK E PONSFORD  
LOIS M PONSFORD  
2421 APPLEWOOD CIR  
GRAND JUNCTION, CO 81506-8431

CHESTER F WILBUR  
LOLA MAE WILBUR & RE  
2441 APPLEWOOD CIR  
GRAND JUNCTION, CO 81506-8431

RONALD JOHN H BAER  
FRANCES M  
3750 BEECHWOOD ST  
GRAND JUNCTION, CO 81506-4848

ROBERT J PETERSON  
SHARYL B PETERSON  
3760 BEECHWOOD ST  
GRAND JUNCTION, CO 81506-4848

LOWELL E BLAIR  
HELEN M  
2615 BIRCH CT  
GRAND JUNCTION, CO 81506-4871

RICHARD PAUL DOWELL  
ALICE JEAN DUNN  
2625 BIRCH CT  
GRAND JUNCTION, CO 81506-4871

TIMOTHY S WEYER  
KARA A WEYER  
2632 BIRCH CT  
GRAND JUNCTION, CO 81506-4871

RANDOLPH B RICHARDSON  
TERESA L RICHARDSON  
2630 BIRCH CT  
GRAND JUNCTION, CO 81506-4871

CLIFFORD B LAMB  
MYRTLE M  
2620 BIRCH CT  
GRAND JUNCTION, CO 81506-4871

TED D WIGHTMAN  
PHYLLIS N WIGHTMAN  
2610 BIRCH CT  
GRAND JUNCTION, CO 81506-4871

LARRY M HILL  
SANDRA J MARTIN-HILL  
3825 BEECHWOOD ST  
GRAND JUNCTION, CO 81506-4845

SANDRA D LAICHE  
3815 BEECHWOOD ST  
GRAND JUNCTION, CO 81506-4845

YVONNE G WHITE  
WESLEY H WHITE  
3775 BEECHWOOD ST  
GRAND JUNCTION, CO 81506-4847

FRANK E NOVOTNY  
TERI R NOVOTNY  
3765 BEECHWOOD ST  
GRAND JUNCTION, CO 81506-4847

KELLY C DRAKE  
JULIE K DRAKE  
3755 BEECHWOOD ST  
GRAND JUNCTION, CO 81506-4847

MARVIN A HOLLE  
LINDA K HILL-HOLLE  
2340 CYPRESS CT  
GRAND JUNCTION, CO 81506-8452

WILLIAM L BALTZELL  
LEE F BALTZELL  
2320 CYPRESS CT  
GRAND JUNCTION, CO 81506-8452

WILLIAM D FITCH  
LILY R FITCH  
3740 APPLEWOOD ST  
GRAND JUNCTION, CO 81506-8412

ROSE MARIE MARFITANO  
3750 APPLEWOOD ST  
GRAND JUNCTION, CO 81506-8412

JAMES B KEARL  
ANNA L  
2225 ELDERBERRY CT  
GRAND JUNCTION, CO 81506-8476

DENNIS DEARDEN  
DEANNA DEARDEN  
2315 ELDERBERRY CT  
GRAND JUNCTION, CO 81506-8484

THELMA R BARNES  
JOE G BARNES  
2325 ELDERBERRY CT  
GRAND JUNCTION, CO 81506-8484

RALPH GADD  
MARY H - TRUST  
2340 ELDERBERRY CT  
GRAND JUNCTION, CO 81506-8461

CRAIG S GOODKNIGHT  
LAUREN C  
2330 ELDERBERRY CT  
GRAND JUNCTION, CO 81506-8461



SHIRLEY K RASMUSSEN  
MICHAEL L RASMUSSEN  
2320 ELDERBERRY CT  
GRAND JUNCTION, CO 81506-8461

RANDELL FAMILY TRUST  
2310 ELDERBERRY CT  
GRAND JUNCTION, CO 81506-8461

DEREK R DUVAL  
2230 ELDERBERRY CT  
GRAND JUNCTION, CO 81506-8454

STANLEY LUPINSKI  
KRYSTYNA LUPINSKI  
2220 ELDERBERRY CT  
GRAND JUNCTION, CO 81506-8454

DAVID E PARSELL  
DORIS E  
2210 ELDERBERRY CT  
GRAND JUNCTION, CO 81506-8454

HANS J KUNZ  
MARGARET  
3820 APPLEWOOD ST  
GRAND JUNCTION, CO 81506-8410

JOHN D ROSEN  
LINDA M ROSEN  
2335 ELDERBERRY CT  
GRAND JUNCTION, CO 81506-8484

KENNETH L HARRIS  
1707 CANNELL AVE  
GRAND JUNCTION, CO 81501-7623

ALBERT STARK  
KAREN STARK  
2454 CORTLAND AVE  
GRAND JUNCTION, CO 81506-8434

MORTGAGE ELECTRONIC  
SYSTEMS IN  
636 GRAND REGENCY BLVD  
BRANDON, FL 33510-3942

PAULA SUE KITZKE  
2449 APPLEWOOD PL  
GRAND JUNCTION, CO 81506-8480

HALE H LUFF  
MARY AGNES LUFF - LI  
3 CORNELL DR  
RANCHO MIRAGE, CA 92270-3631

GORDON W MOORE  
RUBY J  
4055 MAUREEN ST  
GRAND JUNCTION, CO 81506-8400

KENNETH F LOGAN  
JANICE M LOGAN  
4061 MAUREEN ST  
GRAND JUNCTION, CO 81506-8400

ALVIN E FOSTER  
ANNE B FOSTER  
4071 MAUREEN ST  
GRAND JUNCTION, CO 81506-8400

SHERYL ANN ASHMENT  
2788 CORTLAND AVE  
GRAND JUNCTION, CO 81506-8435

HELEN WARREN  
LEO H WARREN  
2679 APPLEWOOD PL  
GRAND JUNCTION, CO 81506-4700

MARC HINTZ  
ANDREA L HINTZ  
2792 CORTLAND AVE  
GRAND JUNCTION, CO 81506-8435

CHARLES F ROBERTS  
REA F ROBERTS  
681 28 RD  
GRAND JUNCTION, CO 81506-4869

J CRUZ GONZALEZ  
MARIA  
2794 CORTLAND AVE  
GRAND JUNCTION, CO 81506-8435

TOM C JOYNER  
RENE J JOYNER  
998 23 RD  
GRAND JUNCTION, CO 81505-9618

WILLIAM M PHILLIPS  
MICHELE A PHILLIPS  
2475 E PIAZZA CT  
GRAND JUNCTION, CO 81506-8511

JOHN A KIER  
MARGARET G KIER  
PO BOX 60235  
GRAND JUNCTION, CO 81506

RONALD V SORENSEN  
2435 E PIAZZA CT  
GRAND JUNCTION, CO 81506-8511

JOHN P EVANS  
CAROLYN A EVANS  
2455 E PIAZZA CT  
GRAND JUNCTION, CO 81506-8511

THOMAS M GAGNON  
2465 E PIAZZA CT  
GRAND JUNCTION, CO 81506-8511

UNITED STATES OF AMERICA  
BUREAU OF RECLAMATIO  
125 S STATE ST  
SALT LAKE CITY, UT 84138-1102

City of Grand Junction  
Community Development Department  
250 North 5<sup>th</sup> Street  
Grand Junction CO 81501

Telephone: (970) 244-1430  
Fax: (970) 256-4031  
Email: CommDev@ci.grandjct.co.us



# Review Agency Comment Sheet

*(Petitioner: Please fill in blanks in this section only unless otherwise indicated)*

Date: 4/16/03 X To Review Agency: City Community Development

File No: Cup-2003-081 Staff Planner: Ronnie Edwards  
*(To be filled in by City Staff)* *(To be filled in by City Staff)*

Project Name: Bunck Fence, Warren Fence  
2539, 2579 Applewood pl

Location: \_\_\_\_\_, Grand Junction 81508

Development Review Meeting Date: 5/13/03  
*(To be filled in by City Staff)*

## COMMENTS *(For Review Agency Use)*

**Outside Review Agencies:** Please email comments to: [CommDev@ci.grandjct.co.us](mailto:CommDev@ci.grandjct.co.us), FAX comments to (970) 256-4031 or mail written comments to the above address. **NOTE:** If this form is not returned, additional review information will not be provided.

**City Review Agencies:** Please type your comments in Impact AP.

**All comments must be returned to the  
Community Development Department no later than**  
*(To be filled in by City Staff)* 5/12/03

**NOTE:** Please identify your review comments on plan sets by printing the date, your name and company/agency for future reference.

Reviewed By \_\_\_\_\_ Date \_\_\_\_\_

**From:** "Bob Lee" <BLee@co.mesa.co.us>  
**To:** <CommDev@ci.grandjct.co.us>  
**Date:** Thu, May 1, 2003 3:30 PM  
**Subject:** Agency Review

*AP  
5/1/03  
Bonne*

CUP-2003-081 No objections to the application. A building permit is required for fences over 6' in height. Submit a design on the proposed fence with the permit application.



# CITY OF GRAND JUNCTION

Community Development Dept. • 250 N. 5<sup>th</sup> Street • Grand Junction, CO 81501

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May 5, 2003

## ACCEPTANCE LETTER

A submittal for the Burke/Warren Fence (CUP-2003-081) has been accepted for review.

If you have any questions regarding the status of this project review, please contact Ronnie Edwards, the project planner, at 256-4038 or rhondae@ci.grandjct.co.us.

Review comments for the project will be available on 5/19/03 after 4:00 P.M., approximately 5 weeks from the application submittal date.

If this project requires a public hearing, a sign must be posted on the property a minimum of ten (10) days in advanced of the hearing. There will be a \$50.00 refundable deposit required at the time the sign is picked up from Community Development.

cc: CUP-2003-081

## Memorandum

**DATE:** July 10, 2003

**TO:** Bob Lee, Mesa County Building Department  
Richard Proctor, Grand Valley Water Users

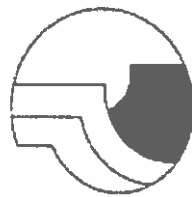
**FROM:** Ronnie Edwards, Associate Planner

**SUBJECT:** Response to Comments – Burke/Warren Fence  
(CUP-2003-081).

Attached are the revised comments for this project. Please review and return any further comments you have to me by Thursday, July 24, 2003.

If you have any questions please contact me at:  
Phone #: 256-4038  
Fax #: 256-4038  
E-mail: rhondae@ci.grandjct.co.us





# Mesa County

## Building Characteristics

The Mesa County Assessor's Office makes every effort to collect and maintain accurate data. However, the Mesa County Assessor's Office is unable to warrant any of the information contained herein.

Owner's Name:	ASHMENT, SHERYL ANN
Parcel Number:	2945-011-67-002
Location:	2788 CORTLAND AVE

Building 1	
Arch. Style:	ranch
Roof Cover:	ASPH/COMP SHNGL
Heating Fuel:	GAS
Heating Type:	HOT WATER
Air Conditioning:	ROOF TOP AIR
Construction Quality:	average
Frame:	WOOD FRAME
Wall:	FACE BRICK
Bathrooms:	2.0
# of Rooms:	6
Bedrooms:	3
# of Units:	1
Actual Year Built:	1994
Effective Year Built:	1994
Heated Sqft:	1704

## **General Project Report**

The proposed projects are located on Lots 1 and 3 Block 1 in the Appleblossom Heights Subdivision Section 1 1s 1w. 2539 Applewood Place and 2579 Applewood Place. We are asking for consent to raise the rear fence on both properties to 8ft.

On both properties the backyard slopes down. The properties behind the homes also have a sloping backyard. Which poses a problem for the sale of these two new construction homes. From the back of each house you can look directly into the back neighbors house and they into yours. There is absolutely no privacy. If the fences were raised to 8ft, this would solve the privacy issue for both properties and their rear side neighbors.

This would have a positive impact on the enjoyment of the new homeowners and the enjoyment of their rear neighbors, because they would have privacy.

These 8ft fences would look like 6ft fences from the street because of the sloping of the properties. It would in no way be non-compatible with the surrounding area. We were asked if the fence would be in the way of the drainage, because the properties are sloped for drainage to the drainage pond. There has not been a problem since the existing 5.5ft fence was put up approximately 4-5 years ago. All we would do is take the existing fence out and replace it with the 8ft fence, per code. The owner of the rear property to 2539 Applewood Place is Leo Warren, which is who we bought our property from and he does not have a problem with the fence being raised.

At 2539 Applewood Place is currently under contract. One of the contingencies for sale is the raising of the rear fence to 8ft. Privacy is a main issue for most people who want to buy a house. As you can see from the pictures you look directly into the neighbors homes, and no one wants to spend 280,000.00 on a house with an issue such as that. So we ask that you would please not deny our request for the Conditional Use Permit.

# PLANNING COMMISSION

## NOTICE OF PUBLIC HEARING

DATE: **AUG 12 2003**

TIME: 7:00 p.m.

PLACE: City Hall Auditorium, 250 North 5<sup>th</sup> Street

A petition for the following request has been received and tentatively scheduled for a public hearing on the date indicated above.

If you have any questions regarding this request or to confirm the hearing date, please contact the Grand Junction Community Development Department at (970) 244-1430 or stop in our office at 250 North 5<sup>th</sup> Street.

**CUP-2003-081 – BURKE/WARREN FENCE – 2539 & 2579 Applewood Place.**

Request approval of a Conditional Use Permit in order to construct an 8' fence on a rear property line in an RSF-4 (Residential Single Family-4 units/acre) zone district.  
 Planner Ronnie Edwards

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <span style="float: right;"><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</span></p> <p><b>X</b> <i>Michael Burke</i></p> <p>B. Received by (Printed Name) <span style="float: right;">C. Date of Delivery</span></p> <p><i>Michael Burke</i> <span style="float: right;"><b>8-6-03</b></span></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes                  If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p><i>Michael Burke                  2588 Galley Lane                  Grand Junction, CO                  81505</i></p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number <i>7000-11670-0010-0684-8206</i>                  (Transfer from service label)</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>



Wendy, application is in Pat's office

## ADJACENT PROPERTY OWNER LABEL ORDER FORM

TAX PARCEL #: 2945-011-04-001, 003

PROPERTY ADDRESS: 2539 Applewood Pl & 2579 Applewood Pl

PROPERTY OWNER: Leo Warren

X CONTACT PERSON: Leo Warren

MAILING ADDRESS: 2659 Applewood Pl  
Grand Junction, CO 81506

APPLICANT: Michael Burke

X CONTACT PERSON: Michael Burke

MAILING ADDRESS: 2588 - Coalley Lane  
Grand Junction, CO 81505

PROJECT REPRESENTATIVE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

**\*REQUEST FOR LABELS MUST BE SUBMITTED A MINIMUM OF 2 WEEKS  
PRIOR TO SUBMITTAL OF PROJECT.**

FEE: \$50.00

DATE PAID: \_\_\_\_\_ RECEIPT #: \_\_\_\_\_

The adjacent property mailing list is created by pulling all property owners within 500 feet and all Homeowners Associations or citizen groups within 1000 feet of all properties involved in the project. The property owner information is put together using the information in the Mesa County Assessor's records and the HOA's and citizens groups are on record with the City of Grand Junction Community Development Department.



# DEVELOPMENT APPLICATION

*Annex July 6, 97  
Applewood Mts  
Annexation*

Community Development Dept  
250 North 5th Street  
Grand Junction CO 81501  
(970) 244-1430

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do hereby petition this:

**Petition for (check all appropriate boxes):**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Subdivision Plat/Plan - Simple            | <input type="checkbox"/> Site Plan Review - Major          | <input type="checkbox"/> Concept Plan          |
| <input type="checkbox"/> Subdivision Plat/Plan - Major Preliminary | <input type="checkbox"/> Site Plan Review - Minor          | <input type="checkbox"/> Minor Change          |
| <input type="checkbox"/> Subdivision Plat/Plan - Major Final       | <input checked="" type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Change of Use         |
| <input type="checkbox"/> Planned Development - ODP                 | <input type="checkbox"/> Vacation, Right-of-Way            | <input type="checkbox"/> Revocable Permit      |
| <input type="checkbox"/> Planned Development - Preliminary         | <input type="checkbox"/> Vacation, Easement                | <input type="checkbox"/> Variance              |
| <input type="checkbox"/> Planned Development - Final               | <input type="checkbox"/> Extension of Time                 |  |
| <input type="checkbox"/> Annexation/Zone of Annexation             | <input type="checkbox"/> Rezone                            | <input type="checkbox"/> Growth Plan Amendment |

*GVWUA  
242-5065  
Richard Proctor*

From: \_\_\_\_\_

From: \_\_\_\_\_

From: \_\_\_\_\_

To: \_\_\_\_\_

To: \_\_\_\_\_

To: \_\_\_\_\_

**Site Location:**

*2539 Applewood Pl. & 2579 Applewood Pl*

**Site Tax No.(s):**

*2945-011-04-001,003*

**Site Acreage/Square footage:**

*2.06 ac*

**Site Zoning:**

*RSF-4*

**Project Description:**

*Raise or Install, 8' Fence on rear Property Line -*

**Property Owner Name**

*21659 Applewood Pl*

**Developer Name**

*Michael Burke*

**Representative Name**

**Address**

*Corand Junction, CO 81506*

**Address**

*2588 - Coaley Lane*

**Address**

**City/State/Zip**

*970-260-6704*

**City/State/Zip**

*Corand Junction, CO 81505*

**City/State/Zip**

**Business Phone No.**

**Business Phone No.**

*(970) 210-0621*

**Business Phone No.**

**E-Mail**

**E-Mail**

**E-Mail**

**Fax Number**

*Leo warren*

**Fax Number**

*243-6276*

**Fax Number**

**Contact Person**

*243-0867-260-6704*

**Contact Person**

*Michael Burke*

**Contact Person**

**Contact Phone No.**

**Contact Phone No.**

*243-6276 - 210-0621*

**Contact Phone No.**

*210-0621*

Note Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee charged to cover rescheduling expenses before it can again be placed on the agenda.

*Michael Burke*  
Signature of Person Completing Application

Date

*4-16-03*

*Leo Warren*  
Required Signature of Legal Property Owner(s) - attach additional sheets if necessary

Date

*4/16/03*



CITY OF GRAND JUNCTION  
COMMUNITY DEVELOP  
250 NORTH 5TH STREET  
GRAND JUNCTION, CO 81501

CITY OF GRAND JUNCTION  
WENDY - COMM DEV  
250 NORTH 5TH STREET  
GRAND JUNCTION, CO 81501

GRAND VIEW HOA  
SHAWNA CUTTINGHAM  
634 GRAND VIEW DRIVE  
GRAND JUNCTION, CO 81503

PTARMINIGAN ESTATES HOA  
KEITH KOLER  
P.O. BOX 3754  
GRAND JUNCTION, CO 81502

CROWN HEIGHTS HOA  
DAVID DOTY  
3934 S SEVILLE CIR  
GRAND JUNCTION, CO 81506

SPRING VALLEY HOA  
DON MC FARLAND  
P.O. BOX 9164  
GRAND JUNCTION, CO 81502

CITY & COUNTY AIRPORT  
2828 WALKER FIELD DR  
GRAND JUNCTION, CO 81506

JOHN R ELLIS  
JOAN A  
676 28 RD  
GRAND JUNCTION, CO 81506-4802

LYLE E ZEDICHER  
DEBRA L ZEDICHER  
674 28 RD  
GRAND JUNCTION, CO 81506-4802

CLINTON A BIGGS  
601 HORIZON PL UNIT 133  
GRAND JUNCTION, CO 81506-1906

STEVE HUNT  
1913 WINDGATE DR  
GRAND JUNCTION, CO 81503

MICHAEL BURKE  
LAURIN BURKE  
2588 GALLEY LN  
GRAND JUNCTION, CO 81505-1412

ROBERT W FUNK  
JEANETTE M FUNK  
2559 APPLEWOOD PL  
GRAND JUNCTION, CO 81506-4701

LEO H WARREN  
HELEN M WARREN  
2679 APPLEWOOD PL  
GRAND JUNCTION, CO 81506-4700

MELVIN A CRAWFORD  
MARY KAY CRAWFORD  
5009 GREEN RIVER ST  
CHEYENNE, WY 82001-2265

SHIRLEY Y CATES  
2659 APPLEWOOD PL  
GRAND JUNCTION, CO 81506-4700

KEVIN A KOUSTIK  
NORA F KOUSTIK  
639 AVALON DR  
GRAND JUNCTION, CO 81504-6952

RAYMOND E LEECH  
SHARA L LEECH - TRUS  
2676 APPLEWOOD PL  
GRAND JUNCTION, CO 81506-4700

LANHAM FAMILY REVOCABLE  
TRUST  
2534 MAUREEN CT  
GRAND JUNCTION, CO 81506-8504

LLOYD F STOKEY  
CONNIE D STOKEY  
2554 MAUREEN CT  
GRAND JUNCTION, CO 81506-8504

SAMUEL J PANTUSO  
M L PANTUSO & A J &  
2537 MAUREEN CT  
GRAND JUNCTION, CO 81506-8504

JEROME F PALMER  
EVELYN E  
3910 APPLEWOOD ST  
GRAND JUNCTION, CO 81506-8408

ALLEN R JOHNSON  
MARY G JOHNSON  
2424 CORTLAND AVE  
GRAND JUNCTION, CO 81506-8434

PATRICK J CARLOW  
IRENE C CARLOW  
2434 CORTLAND AVE  
GRAND JUNCTION, CO 81506-8434

SHIUX BLACK  
2444 CORTLAND AVE  
GRAND JUNCTION, CO 81506-8434

JOSIE HYRE  
2441 APPLEWOOD PL  
GRAND JUNCTION, CO 81506-8480

ROBERT L LOCKMAN  
LILLIE M  
2431 APPLEWOOD PL  
GRAND JUNCTION, CO 81506-8480

DONALD E LOVERN  
LYNDA L  
2421 APPLEWOOD PL  
GRAND JUNCTION, CO 81506-8480

CAROL T BARBERO  
3920 APPLEWOOD ST  
GRAND JUNCTION, CO 81506-8408

PATRICK H MOBLEY  
2412 APPLEWOOD CIR  
GRAND JUNCTION, CO 81506-8433

JOHN A HESSLINK  
CORINE R  
2420 APPLEWOOD CIR  
GRAND JUNCTION, CO 81506-8433

BEVERLY J OHM  
SANDRA R STICKNEY  
2430 APPLEWOOD CIR  
GRAND JUNCTION, CO 81506-8433

DANIEL R NELSON  
KELLY NELSON  
2436 APPLEWOOD CIR  
GRAND JUNCTION, CO 81506-8433

CHARLES M COE  
LORETTA E  
2440 APPLEWOOD CIR  
GRAND JUNCTION, CO 81506-8433

JOHN J WILLIAMS  
JOYCE C WILLIAMS  
4010 APPLEWOOD ST  
GRAND JUNCTION, CO 81506-8406

CONNIE S ESTRIDGE  
4020 APPLEWOOD ST  
GRAND JUNCTION, CO 81506-8406

JACK E PONSFORD  
LOIS M PONSFORD  
2421 APPLEWOOD CIR  
GRAND JUNCTION, CO 81506-8431

CHESTER F WILBUR  
LOLA MAE WILBUR & RE  
2441 APPLEWOOD CIR  
GRAND JUNCTION, CO 81506-8431

RONALD JOHN H BAER  
FRANCES M  
3750 BEECHWOOD ST  
GRAND JUNCTION, CO 81506-4848

ROBERT J PETERSON  
SHARYL B PETERSON  
3760 BEECHWOOD ST  
GRAND JUNCTION, CO 81506-4848

LOWELL E BLAIR  
HELEN M  
2615 BIRCH CT  
GRAND JUNCTION, CO 81506-4871

RICHARD PAUL DOWELL  
ALICE JEAN DUNN  
2625 BIRCH CT  
GRAND JUNCTION, CO 81506-4871

TIMOTHY S WEYER  
KARA A WEYER  
2632 BIRCH CT  
GRAND JUNCTION, CO 81506-4871

RANDOLPH B RICHARDSON  
TERESA L RICHARDSON  
2630 BIRCH CT  
GRAND JUNCTION, CO 81506-4871

CLIFFORD B LAMB  
MYRTLE M  
2620 BIRCH CT  
GRAND JUNCTION, CO 81506-4871

TED D WIGHTMAN  
PHYLLIS N WIGHTMAN  
2610 BIRCH CT  
GRAND JUNCTION, CO 81506-4871

LARRY M HILL  
SANDRA J MARTIN-HILL  
3825 BEECHWOOD ST  
GRAND JUNCTION, CO 81506-4845

SANDRA D LAICHE  
3815 BEECHWOOD ST  
GRAND JUNCTION, CO 81506-4845

YVONNE G WHITE  
WESLEY H WHITE  
3775 BEECHWOOD ST  
GRAND JUNCTION, CO 81506-4847

FRANK E NOVOTNY  
TERI R NOVOTNY  
3765 BEECHWOOD ST  
GRAND JUNCTION, CO 81506-4847

KELLY C DRAKE  
JULIE K DRAKE  
3755 BEECHWOOD ST  
GRAND JUNCTION, CO 81506-4847

MARVIN A HOLLE  
LINDA K HILL-HOLLE  
2340 CYPRESS CT  
GRAND JUNCTION, CO 81506-8452

WILLIAM L BALTZELL  
LEE F BALTZELL  
2320 CYPRESS CT  
GRAND JUNCTION, CO 81506-8452

WILLIAM D FITCH  
LILY R FITCH  
3740 APPLEWOOD ST  
GRAND JUNCTION, CO 81506-8412

ROSE MARIE MARFITANO  
3750 APPLEWOOD ST  
GRAND JUNCTION, CO 81506-8412

JAMES B KEARL  
ANNA L  
2225 ELDERBERRY CT  
GRAND JUNCTION, CO 81506-8476

DENNIS DEARDEN  
DEANNA DEARDEN  
2315 ELDERBERRY CT  
GRAND JUNCTION, CO 81506-8484

THELMA R BARNES  
JOE G BARNES  
2325 ELDERBERRY CT  
GRAND JUNCTION, CO 81506-8484

RALPH GADD  
MARY H - TRUST  
2340 ELDERBERRY CT  
GRAND JUNCTION, CO 81506-8461

CRAIG S GOODKNIGHT  
LAUREN C  
2330 ELDERBERRY CT  
GRAND JUNCTION, CO 81506-8461

SHIRLEY K RASMUSSEN  
MICHAEL L RASMUSSEN  
2320 ELDERBERRY CT  
GRAND JUNCTION, CO 81506-8461

RANSELL FAMILY TRUST  
2310 ELDERBERRY CT  
GRAND JUNCTION, CO 81506-8461

DEREK R DUVAL  
2230 ELDERBERRY CT  
GRAND JUNCTION, CO 81506-8454

STANLEY LUPINSKI  
KRYSTYNA LUPINSKI  
2220 ELDERBERRY CT  
GRAND JUNCTION, CO 81506-8454

DAVID E PARSELL  
DORIS E  
2210 ELDERBERRY CT  
GRAND JUNCTION, CO 81506-8454

HANS J KUNZ  
MARGARET  
3820 APPLEWOOD ST  
GRAND JUNCTION, CO 81506-8410

JOHN D ROSEN  
LINDA M ROSEN  
2335 ELDERBERRY CT  
GRAND JUNCTION, CO 81506-8484

KENNETH L HARRIS  
1707 CANNELL AVE  
GRAND JUNCTION, CO 81501-7623

ALBERT STARK  
KAREN STARK  
2454 CORTLAND AVE  
GRAND JUNCTION, CO 81506-8434

MORTGAGE ELECTRONIC  
SYSTEMS IN  
636 GRAND REGENCY BLVD  
BRANDON, FL 33510-3942

PAULA SUE KITZKE  
2449 APPLEWOOD PL  
GRAND JUNCTION, CO 81506-8480

HALE H LUFF  
MARY AGNES LUFF - LI  
3 CORNELL DR  
RANCHO MIRAGE, CA 92270-3631

GORDON W MOORE  
RUBY J  
4055 MAUREEN ST  
GRAND JUNCTION, CO 81506-8400

KENNETH F LOGAN  
JANICE M LOGAN  
4061 MAUREEN ST  
GRAND JUNCTION, CO 81506-8400

ALVIN E FOSTER  
ANNE B FOSTER  
4071 MAUREEN ST  
GRAND JUNCTION, CO 81506-8400

SHERYL ANN ASHMENT  
2788 CORTLAND AVE  
GRAND JUNCTION, CO 81506-8435

HELEN WARREN  
LEO H WARREN  
2679 APPLEWOOD PL  
GRAND JUNCTION, CO 81506-4700

MARC HINTZ  
ANDREA L HINTZ  
2792 CORTLAND AVE  
GRAND JUNCTION, CO 81506-8435

CHARLES F ROBERTS  
REA F ROBERTS  
681 28 RD  
GRAND JUNCTION, CO 81506-4869

J CRUZ GONZALEZ  
MARIA  
2794 CORTLAND AVE  
GRAND JUNCTION, CO 81506-8435

TOM C JOYNER  
RENE J JOYNER  
998 23 RD  
GRAND JUNCTION, CO 81505-9618

WILLIAM M PHILLIPS  
MICHELE A PHILLIPS  
2475 E PIAZZA CT  
GRAND JUNCTION, CO 81506-8511

JOHN A KIER  
MARGARET G KIER  
PO BOX 60235  
GRAND JUNCTION, CO 81506

RONALD V SORESENSEN  
2435 E PIAZZA CT  
GRAND JUNCTION, CO 81506-8511

JOHN P EVANS  
CAROLYN A EVANS  
2455 E PIAZZA CT  
GRAND JUNCTION, CO 81506-8511

THOMAS M GAGNON  
2465 E PIAZZA CT  
GRAND JUNCTION, CO 81506-8511

UNITED STATES OF AMERICA  
BUREAU OF RECLAMATIO  
125 S STATE ST  
SALT LAKE CITY, UT 84138-1102

City of Grand Junction  
Community Development Department  
250 North 5<sup>th</sup> Street  
Grand Junction CO 81501

Telephone: (970) 244-1430  
Fax: (970) 256-4031  
Email: CommDev@ci.grandjct.co.us



## Review Agency Comment Sheet

*(Petitioner: Please fill in blanks in this section only unless otherwise indicated)*

Date: 4/16/03 X To Review Agency: City Community Development

File No: Cup-2003-081 Staff Planner: Ronnie Edwards  
*(To be filled in by City Staff)* *(To be filled in by City Staff)*

Project Name: Bunce Fence, Warren Fence  
2539, 2579 Applewood pl

Location: \_\_\_\_\_, Grand Junction 81508

Development Review Meeting Date: 5/13/03  
*(To be filled in by City Staff)*

### COMMENTS

*(For Review Agency Use)*

**Outside Review Agencies:** Please email comments to: [CommDev@ci.grandjct.co.us](mailto:CommDev@ci.grandjct.co.us), FAX comments to (970) 256-4031 or mail written comments to the above address. **NOTE:** If this form is not returned, additional review information will not be provided.

**City Review Agencies:** Please type your comments in Impact AP.

**All comments must be returned to the  
Community Development Department no later than**

*(To be filled in by City Staff)*

5/12/03

**NOTE:** Please identify your review comments on plan sets by printing the date, your name and company/agency for future reference.

Reviewed By \_\_\_\_\_

Date \_\_\_\_\_

**From:** "Bob Lee" <BLee@co.mesa.co.us>  
**To:** <CommDev@ci.grandjct.co.us>  
**Date:** Thu, May 1, 2003 3:30 PM  
**Subject:** Agency Review

*AP  
5/1/03  
Panne*

CUP-2003-081 No objections to the application. A building permit is required for fences over 6' in height. Submit a design on the proposed fence with the permit application.





# CITY OF GRAND JUNCTION

Community Development Dept. • 250 N. 5<sup>th</sup> Street • Grand Junction, CO 81501

---

May 5, 2003

## ACCEPTANCE LETTER

A submittal for the Burke/Warren Fence (CUP-2003-081) has been accepted for review.

If you have any questions regarding the status of this project review, please contact Ronnie Edwards, the project planner, at 256-4038 or rhondae@ci.grandjct.co.us.

Review comments for the project will be available on 5/19/03 after 4:00 P.M., approximately 5 weeks from the application submittal date.

If this project requires a public hearing, a sign must be posted on the property a minimum of ten (10) days in advanced of the hearing. There will be a \$50.00 refundable deposit required at the time the sign is picked up from Community Development.

cc: CUP-2003-081

## Memorandum

**DATE:** July 10, 2003

**TO:** Bob Lee, Mesa County Building Department  
Richard Proctor, Grand Valley Water Users

**FROM:** Ronnie Edwards, Associate Planner

**SUBJECT:** Response to Comments – Burke/Warren Fence  
(CUP-2003-081).

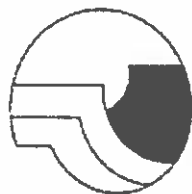
Attached are the revised comments for this project. Please review and return any further comments you have to me by Thursday, July 24, 2003.

If you have any questions please contact me at:

Phone #: 256-4038

Fax #: 256-4038

E-mail: rhondae@ci.grandjct.co.us



# Mesa County

## Building Characteristics

The Mesa County Assessor's Office makes every effort to collect and maintain accurate data. However, the Mesa County Assessor's Office is unable to warrant any of the information contained herein.

Owner's Name:	ASHMENT, SHERYL ANN
Parcel Number:	2945-011-67-002
Location:	2788 CORTLAND AVE

Building 1	
Arch. Style:	ranch
Roof Cover:	ASPH/COMP SHNGL
Heating Fuel:	GAS
Heating Type:	HOT WATER
Air Conditioning:	ROOF TOP AIR
Construction Quality:	average
Frame:	WOOD FRAME
Wall:	FACE BRICK
Bathrooms:	2.0
# of Rooms:	6
Bedrooms:	3
# of Units:	1
Actual Year Built:	1994
Effective Year Built:	1994
Heated Sqft:	1704

## **General Project Report**

The proposed projects are located on Lots 1 and 3 Block 1 in the Appleblossom Heights Subdivision Section 1 1s 1w. 2539 Applewood Place and 2579 Applewood Place. We are asking for consent to raise the rear fence on both properties to 8ft.

On both properties the backyard slopes down. The properties behind the homes also have a sloping backyard. Which poses a problem for the sale of these two new construction homes. From the back of each house you can look directly into the back neighbors house and they into yours. There is absolutely no privacy. If the fences were raised to 8ft, this would solve the privacy issue for both properties and their rear side neighbors.

This would have a positive impact on the enjoyment of the new homeowners and the enjoyment of their rear neighbors, because they would have privacy.

These 8ft fences would look like 6ft fences from the street because of the sloping of the properties. It would in no way be non-compatible with the surrounding area. We were asked if the fence would be in the way of the drainage, because the properties are sloped for drainage to the drainage pond. There has not been a problem since the existing 5.5ft fence was put up approximately 4-5 years ago. All we would do is take the existing fence out and replace it with the 8ft fence, per code. The owner of the rear property to 2539 Applewood Place is Leo Warren, which is who we bought our property from and he does not have a problem with the fence being raised.

At 2539 Applewood Place is currently under contract. One of the contingencies for sale is the raising of the rear fence to 8ft. Privacy is a main issue for most people who want to buy a house. As you can see from the pictures you look directly into the neighbors homes, and no one wants to spend 280,000.00 on a house with an issue such as that. So we ask that you would please not deny our request for the Conditional Use Permit.

**Airport Zones**  
AIRPORT ROA  
-- CLEAR ZONE  
CRITICAL ZON  
RUNWAY 22  
RUNWAY 29  
TAXI WAY

**Highways**

**Air Photos**



**2002 Photos**

**Streets 2**



SCALE 1 : 3,869



N



*"Location Map"  
(sites highlighted)*





- B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced and whether or not such future advances or future obligations are incurred for any purpose that is related or unrelated to the purpose of the Security Instrument. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Grantor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:
- To make all payments when due and to perform or comply with all covenants.
  - To promptly deliver to Lender any notices that Grantor receives from the holder.
  - Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
10. **TRANSFER OF AN INTEREST IN THE GRANTOR.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
- A beneficial interest in Grantor is sold or transferred.
  - There is a change in either the identity or number of members of a partnership or similar entity.
  - There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.
- However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.
11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Grantor makes to Lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:
- Grantor is duly organized and validly existing in the Grantor's state of incorporation or organization. Grantor is in good standing in all states in which Grantor transacts business. Grantor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Grantor operates.
  - The execution, delivery and performance of this Security Instrument by Grantor and the obligation evidenced by the Secured Debt are within the power of Grantor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
  - Other than previously disclosed in writing to Lender, Grantor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Grantor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.
12. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.
- No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Grantor shall not partition or subdivide the Property without Lender's prior written consent.

*Del* *U.W.*

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

13. **AUTHORITY TO PERFORM.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

14. **ASSIGNMENT OF LEASES AND RENTS.** Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of the Lender, as additional security all the right, title and interest in and to any and all:

- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases").
- B. Rents, issues and profits (all referred to as "Rents"), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Grantor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

In the event any item listed as Leases or Rents is determined to be personal property, this Security Instrument will also be regarded as a security agreement.

Grantor will promptly provide Lender with true and correct copies of all existing and future Leases. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default. Except for one lease period's rent, Grantor will not collect in advance any future Rents without Lender's prior written consent. Upon default, Grantor will receive Rents in trust for Lender and Grantor will not commingle the Rents with any other funds. Amounts collected shall be applied at Lender's discretion to payments on the Secured Debt as therein provided, to costs of managing, protecting and preserving the Property and to any other necessary related expenses including Lender's attorneys' fees and court costs.

Grantor agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on Grantor's default when Lender or Trustee takes an affirmative action as prescribed by the law of the state where the Property is located, including, but not limited to, taking actual possession of the Property, commencing a foreclosure on the Property, commencing an action or proceeding for an appointment of a receiver, or commencing an action or proceeding for the sequestration of Rents. This assignment will remain effective during any period of redemption by the Grantor until the Secured Debt is satisfied. Unless otherwise provided by state law, Grantor agrees that Lender or Trustee may take actual possession of the Property without commencing any legal action or proceeding. Actual possession of the Property is deemed to occur when Lender notifies Grantor of Grantor's default and demands that Grantor and Grantor's tenants pay all Rents due or to become due directly to Lender. Thereafter, either Lender or Grantor may notify the tenants and demand that all future Rents be paid directly to Lender. On receiving the notice of default, Grantor will endorse and deliver to Lender any payments of Rents. If Grantor becomes subject to a voluntary or involuntary bankruptcy, Grantor agrees that Lender and Trustee are entitled to receive relief from the automatic stay in bankruptcy for the purpose of making this assignment effective and enforceable under state and federal law.

Grantor warrants that no default exists under the Leases or any applicable landlord law. Grantor also agrees to maintain, and to require the tenants to comply with, the Leases and any applicable law. Grantor will promptly notify Lender of any noncompliance. If Grantor neglects or refuses to enforce compliance with the terms of the Leases, then Lender or Trustee may opt to enforce compliance. Grantor will obtain Lender's written authorization before Grantor consents to sublet, modify, cancel, or otherwise alter the Leases, to accept the surrender of the Property covered by such Leases (unless the Leases so require), or to assign, compromise or encumber the Leases or any future Rents. If Lender acts to manage, protect and preserve the Property, Lender does not assume or become liable for its maintenance, depreciation, or other losses or damages, except those due to Lender's gross negligence or intentional torts. Otherwise, Grantor will hold Lender harmless and indemnify Lender for any and all liability, loss or damage that Lender may incur as a consequence of the assignment under this section.

15. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

16. **DEFAULT.** Grantor will be in default if any of the following occur:

- A. Any party obligated on the Secured Debt fails to make payment when due;
- B. A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt;
- C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Grantor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Grantor or any other person or entity obligated on the Secured Debt;
- E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
- F. A material adverse change in Grantor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
- G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

*[Handwritten signatures]*

17. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property or foreclose on installments without acceleration.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument. Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

19. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

- J. Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.
  - K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Grantor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.
  - L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
20. **CONDEMNATION.** Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
21. **INSURANCE.** Grantor agrees to maintain insurance as follows:
- A. Grantor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.  
All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.  
Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payments. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
  - B. Grantor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
  - C. Grantor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.
22. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.
23. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.
24. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.
25. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
26. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
27. **WAIVERS.** Except to the extent prohibited by law, Grantor waives all appraisal, homestead exemption and marshalling of liens and assets relating to the Property.

*Lew J.W.*

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28. U.C.C. PROVISIONS. If checked, the following are applicable to, but do not limit, this Security Instrument:
- Construction Loan. This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
  - Fixture Filing. Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property.
  - Crops; Timber; Minerals; Rents, Issues, and Profits. Grantor grants to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
  - Personal Property. Grantor grants to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Grantor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term "Property"). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
  - Filing As Financing Statement. Grantor agrees and acknowledges that this Security Instrument also suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
29. OTHER TERMS. If checked, the following are applicable to this Security Instrument:
- Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
  - Agricultural Property. Grantor covenants and warrants that the Property will be used principally for agricultural or farming purposes and that Grantor is an individual or entity allowed to own agricultural land as specified by law.
  - Additional Terms.

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Entity Name: LEO H. WARREN ..... Entity Name: HELEN WARREN .....

*Leo H. Warren* ..... *5/27/98* ..... *Helen Warren* ..... *5-27-98* .....

(Signature) ..... (Date) ..... (Signature) ..... (Date) .....

..... (Signature) ..... (Date) ..... (Signature) ..... (Date) .....

ACKNOWLEDGMENT:

STATE OF COLORADO ..... COUNTY OF MESA ..... ) ss.

(Individual) The foregoing instrument was acknowledged before me this 27th day of May, 1998.

by LEO H. WARREN AND HELEN WARREN

My commission expires: 7-15

(Seal)

*Betsy Janis*  
(Notary Public)

STATE OF ..... COUNTY OF ..... ) ss.

(Business or Entity Acknowledgment) The foregoing instrument was acknowledged before me this ..... day of ..... ) ss.

by ..... (Title)

of ..... (Name of Business or Entity)

& ..... on behalf of the business or entity.

My commission expires: ..... (Seal)

..... (Notary Public)

2

QUITCLAIM DEED

THIS DEED, made this 14<sup>TH</sup>, day of APRIL, 1999  
between

Leo H. Warren and Helen M. Warren as Joint Tenants to an  
undivided 75% Interest and Ronald L. Warren and Deborah M.  
Warren as Joint Tenants to an undivided 25% Interest, grantors,

and

R.L.W. Real Estate Development, L.L.C.,

whose legal address is: 2315 Elderberry Ct. Grand Junction, CO 81506  
of the County of Mesa, State of Colorado, grantee,

1898476 04/19/99 0204PM  
MONIKA TOOR CLK&REG MESA COUNTY CO  
REC FEE \$10.00 SURCHG \$1.00  
DOCUMENTARY FEE \$NO FEE

WITNESSETH, That the grantors, for and in consideration of \$10.00 and other good and  
valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have remised,  
released, sold, conveyed and QUITCLAIMED, and by these presents does remise, release, sell,  
convey and QUITCLAIM unto the grantee, its successor and assigns, forever, all the right, title,  
interest, claim and demand which the grantors have in and to the real property, together with all  
improvements, if any, situate, lying and being in the County of Mesa State of Colorado, described  
as follows:

Lots 1-6, Block 1, inclusive, Lots 1-5, Block 2, inclusive, and Lots 1-6, Block 3,  
inclusive, Apple Blossom Heights, being a replat of Lot 2 in Rea Minor Subdivision

Mesa County, Colorado

also known by street and number as: vacant land  
Tax Schedule Number: 2945-011-71-002

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances  
and privileges attached thereto belonging or in anywise thereto appertaining, and all the  
estate, right, title, interest and claim whatsoever, of the grantor(s), either in law or equity, to the  
only proper use, benefit and behoof of the grantee, its assigns forever.

IN WITNESS WHEREOF, The grantor(s) have executed this deed on the date set forth  
above.

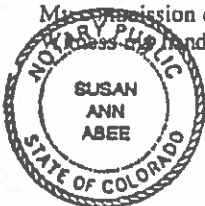
Leo H. Warren  
Leo H. Warren

Helen M. Warren  
Helen M. Warren

State of Colorado )  
County of Mesa )

The foregoing was acknowledged before me this 14<sup>th</sup> day of April, 1999 by: Leo  
H. Warren and Helen M. Warren, grantors.

My Commission expires: 10/20/2001  
and official seal.



Susan Ann Abee  
Notary Public



Ronald L. Warren  
RONALD L. WARREN  
STATE OF COLORADO )  
: ss.  
COUNTY OF MESA )

Deborah M. Warren  
DEBORAH M. WARREN

BOOK 2576 PAGE 840

Subscribed, sworn to and acknowledged before me by Ronald L. Warren and Deborah M. Warren, grantors, on Sept 14, 1999.

Witness my hand and official seal.

My commission expires: 10/20/2001



Susan Seaman Abbe  
Notary Public

My Commission expires  
October 20, 2001

908148

The printed portion of this form has been approved by the Colorado Real Estate Commission. (TD 72-7-96)

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 2073471 08/28/02 1014AM
(Due on Transfer - Strict) MONIKA TODD CLK&REC MESA COUNTY CO REC FEE \$20.00

THIS DEED OF TRUST is made this 27th day of August, 2002, between Michael Burke and Laurie Burke (Borrower), whose address is , , and the Public Trustee of the County in which the Property (see paragraph 1) is situated (Trustee); for the benefit of Leo H. Warren and Helen Warren, as joint tenants (Lender), whose address is 2659 Applewood Place, Grand Junction, CO 81506.

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 described property located in the County of Mesa, State of Colorado:

Lot 1 in Block 1 of APPLE BLOSSOM HEIGHTS

which has the address of 2539 Applewood Place, Grand Junction, CO 81506 (Property Address), together with all its appurtenances (Property).

2. Note; Other Obligations Secured. This Deed of Trust is given to secure to Lender:

A. the repayment of the indebtedness evidenced by the Borrower's note (Note) dated of even date herewith, in the principal sum of Forty-Six Thousand And 00/100 U.S. Dollars, with interest on the unpaid principal balance from August 27, 2002, until paid, at the rate of seven percent per annum, with principal and interest payable at 2659 Applewood Place, Grand Junction, CO 81506 or such other place as the Lender may designate, in one payments of forty eight thousand one hundred forty six and 64/100\*\*\*\*\* Dollars (U.S. \$48,146.64) due on the 27th day of March, 2003. If not sooner paid, the entire principal amount outstanding and accrued interest thereon, shall be due and payable on March 27, 2003;

and Borrower is to pay to Lender a late charge of ten % of any payment not received by the Lender within fifteen 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

B. the payment of all other sums, with interest thereon at a/a % per annum, disbursed by Lender in accordance with this Deed of Trust to protect the security of this Deed of Trust; and

C. 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 except n/a

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 paragraph 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 paragraph 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 paragraph 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 (1) the insurable value of the Property or (2) 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 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 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 paragraph 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:

- (a) any general or special taxes or ditch or water assessments levied or accruing against the Property;
- (b) the premiums on any insurance necessary to protect any improvements comprising a part of the Property;
- (c) sums due on any prior lien or encumbrance on the Property;
- (d) if the Property is a leasehold or is subject to a lease, all sums due under such lease;
- (e) 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;
- (f) all other costs and expenses allowable by the evidence of debt or this Deed of Trust, and
- (g) 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 paragraph 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 paragraph 2B (Note; Other Obligations Secured). Nothing contained in this paragraph 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 paragraph 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 paragraph 24 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs 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 other such 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 severable.

18. Acceleration; Foreclosure; Other Remedies. Except as provided in paragraph 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 paragraph 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 as required by law. Trustee shall advise the time and place of the sale of the Property, for not less than four weeks in a 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 paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of 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 paragraph 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 matter of solvency or insolvency of Borrower or 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 paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of Property, Lender, in person, by agent or judicially-appointed receiver, shall be entitled enter upon, take possession of and manage the Property and to collect the rents of 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 Property, second, to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Lender and 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 paragraph 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 paragraph 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        a/s of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus        a/s 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 the Lender in trust for the benefit of the Borrower and deposited in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency. 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 paragraph 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 paragraph 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 Property; Assumption. The following events shall be referred to herein as a "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 the Borrower, (v) the reorganization, liquidation or dissolution of the Borrower. Not to be included as a Transfer are (i) the creation of a lien or encumbrance subordinate to this Deed of Trust, (ii) the creation of a purchase money security interest for household appliances, or (iii) 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:

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

(b) If a Transfer occurs and should Lender not exercise Lender's option pursuant to this paragraph 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. The Lender may without notice to the Borrower deal with Transferee in the same manner as with the Borrower with reference to said sums including the payment or credit to Transferee of undistributed reserve Funds on payment in full of said sums, without in any way altering or discharging the Borrower's liability hereunder for the obligations hereby secured.

(c) Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to (b) 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 the 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.

EXECUTED BY BORROWER.

IF BORROWER IS NATURAL PERSON(S):

Michael Burke  
Michael Burke

Laura A. Burke  
Laura Burke  
doing business as \_\_\_\_\_

IF BORROWER IS CORPORATION:

ATTEST:

\_\_\_\_\_  
Secretary  
(SEAL)

\_\_\_\_\_  
Name of Corporation  
By \_\_\_\_\_  
President

IF BORROWER IS PARTNERSHIP:

\_\_\_\_\_  
Name of Partnership  
By \_\_\_\_\_  
A General Partner

STATE OF COLORADO,  
County of Mesa

} ss.

The foregoing instrument was acknowledged before me this 27th day of August, 2002 by Michael Burke and by Laura Burke

Witness my hand and official seal.  
My commission expires:

[Signature]  
Notary Public

Address

\* If a natural person or persons, insert the name(s) of such person(s). If a corporation, insert, for example, "John Doe as President and Jane Doe as Secretary of Doe & Co., a Colorado corporation." If a partnership, insert, for example, "Sam Smith as general partner in and for Smith & Smith, a general partnership."



My Commission Expires 12/22/2005

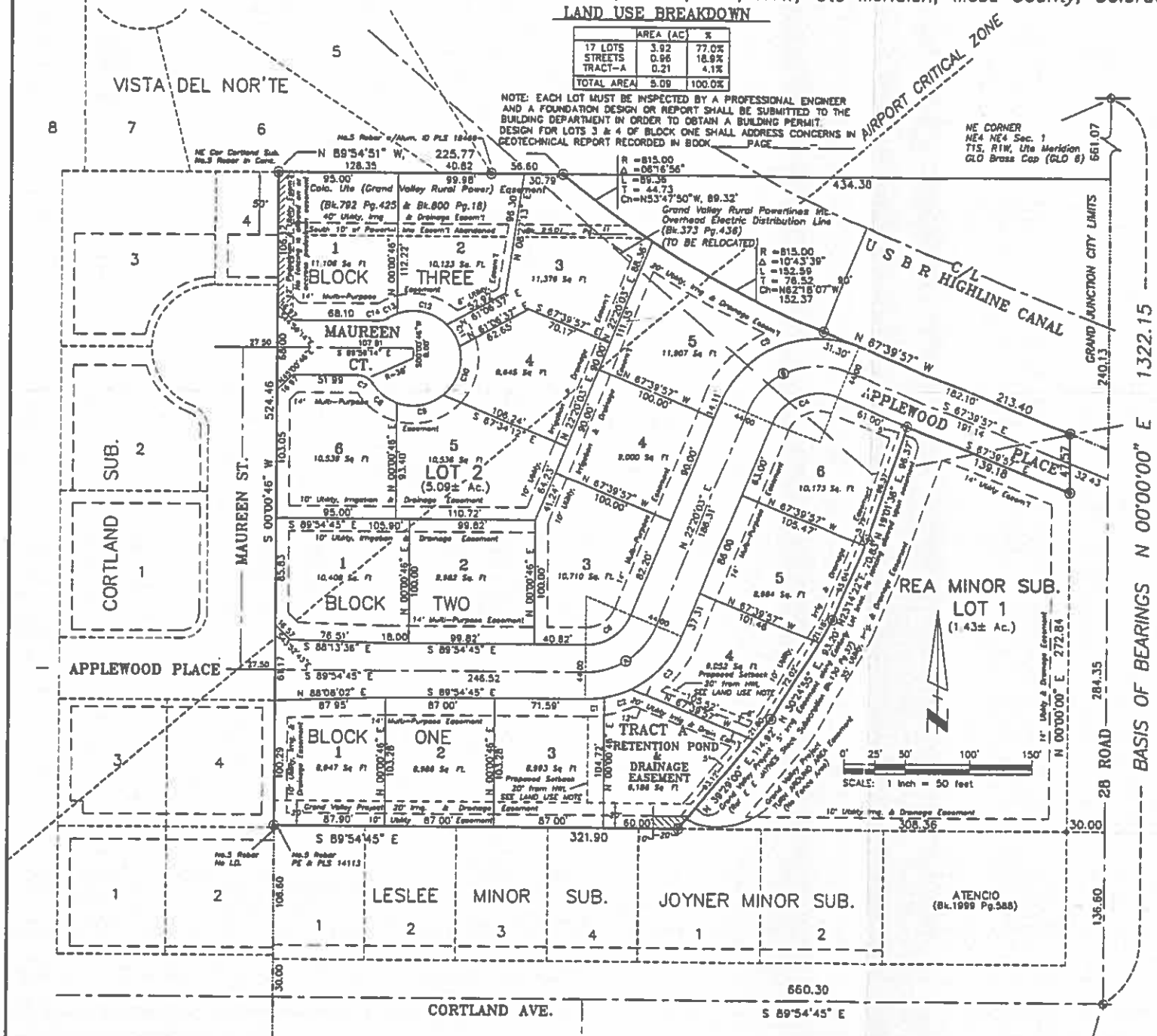
# APPLE BLOSSOM HEIGHTS

A Replat of Lot 2 of REA MINOR SUB. --- Part of NE4NE4, Sec.1, T1S, R1W, Ute Meridian, Mesa County, Colorado

## LAND USE BREAKDOWN

	AREA (AC)	%
17 LOTS	3.92	77.0%
STREETS	0.96	18.8%
TRACT-A	0.21	4.1%
<b>TOTAL AREA</b>	<b>5.09</b>	<b>100.0%</b>

NOTE: EACH LOT MUST BE INSPECTED BY A PROFESSIONAL ENGINEER AND A FOUNDATION DESIGN OR REPORT SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT IN ORDER TO OBTAIN A BUILDING PERMIT. DESIGN FOR LOTS 3 & 4 OF BLOCK ONE SHALL ADDRESS CONCERNS IN GEOTECHNICAL REPORT RECORDED IN PAGE \_\_\_\_\_



COVENANTS AND RESTRICTIONS for APPLE BLOSSOM HEIGHTS are recorded in Book 2518, at Pages 272 through 272 of the Mesa County Clerk and Recorder's Office.  
 AVIGATION EASEMENT covering all of APPLE BLOSSOM HEIGHTS are recorded in Book 2518, at Pages 272 through 272 of the Mesa County Clerk and Recorder's Office.

**RSF-4 BUILDING SET BACKS**  
 MINIMUM FRONT YARD SETBACK= 45 FT.  
 (From Right-of-way Centerline)  
 MINIMUM FRONT YARD SETBACK= 20 FT.  
 (From Cur-De-Sec Right-of-way line)  
 MINIMUM SIDEYARD (Principal Structure) = 7 FT.  
 MINIMUM SIDEYARD (Accessory Structure) = 3 FT.  
 NOTE: Setbacks for Lots 3 & 4 of Block One will be determined by foundation design. See Note Above.  
 MINIMUM REAR YARD (Principal Structure) = 30 FT.  
 MINIMUM REAR YARD (Accessory Structure) = 10 FT.  
 MAXIMUM HEIGHT (All Structures) = 32 FT.

**LEGEND**  
 FOUND SECTION CONTROL MONUMENT, AS NOTED  
 FOUND NO.5 REBAR W/ ID "AS NOTED"  
 SET NO.5 REBAR W/ ALUM. LD. CAP "MAP SURVEYS-PLS 11980"  
 MONUMENT SET IN CONCRETE  
 CALCULATED POSITION

### GRAND JUNCTION CITY LIMITS

CURVE	LENGTH	DELTA	RADIUS	TANGENT	DIRECTION	CHORD
A	72.13	87°45'12"	81.00	40.95	N56°12'36"E	68.00
B	95.82	80°00'00"	61.00	61.00	N87°20'03"E	66.27
C1	15.50	10°42'00"	83.00	7.77	N84°44'15"E	15.48
C2	22.93	15°49'56"	83.00	11.54	N71°28'18"E	22.86
C3	59.71	41°3'18"	83.00	31.22	N42°58'41"E	58.43
C4	61.26	80°00'00"	39.00	39.00	N87°20'03"E	55.15
C5	130.38	80°00'00"	83.00	83.00	N87°20'03"E	117.38
C6	46.12	87°45'12"	39.00	28.18	N56°12'36"E	43.48
C7	14.03	57°25'16"	14.00	7.67	S61°16'37"E	13.45
C8	25.02	37°43'29"	38.00	12.88	S51°25'39"E	24.57
C9	39.16	59°03'08"	38.00	21.32	N80°11'04"E	37.45
C10	43.42	85°28'17"	38.00	24.43	N17°55'21"E	41.10
C11	20.24	30°31'19"	38.00	10.37	S30°04'27"E	20.00
C12	42.88	64°21'03"	38.00	23.91	S77°30'38"E	40.47
C13	6.29	12°30'20"	38.00	4.16	N84°03'41"E	8.28
C14	7.87	32°12'15"	14.00	4.04	N73°54'38"E	7.77

KNOW ALL MEN BY THESE PRESENTS  
 That LED H. WARREN and HELEN WARREN, as Joint Tenants, to an undivided 75% interest and RONALD L. WARREN and DEBORAH M. WARREN, as Joint Tenants to an undivided 25% interest, are the owners of that real property being located in the Northeast Quarter (NE 1/4) Northeast Quarter (NE 1/4) of Section 1, Township 1 South, Range 1 West of the Ute Meridian, said property being LOT 2 of REA MINOR SUBDIVISION in City of Grand Junction, County of Mesa, State of Colorado, evidenced by instrument recorded in Book 2487 at Page 608 of the records of Mesa County Clerk and Recorder.

The above LOT 2 of REA MINOR SUBDIVISION contains 5.09 acres, more or less.  
 That said owners have caused the said real property to be laid out and surveyed as APPLE BLOSSOM HEIGHTS, a subdivision of a part of the City of Grand Junction, County of Mesa, State of Colorado.  
 That said owners do hereby dedicate and set apart real property shown and labeled on the accompanying plat as follows:  
 • All Streets, Rights-of-Way & Pedestrian Easements to the City of Grand Junction for the use of the public forever;  
 • Tract A to Apple Blossom Heights Water and Drainage Company, their successors and assigns, for Irrigation Facilities and Stormwater Retention Site to be maintained by said Company not the City of Grand Junction  
 • All Multi-Purpose Easements to the City of Grand Junction for the use of public utilities as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances thereto including, but not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, water lines, telephone lines, private irrigation systems, and also for the installation and maintenance of traffic control facilities, street lighting, street trees and grade structures.  
 • All Utility Easements to the City of Grand Junction for the use of public utilities as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances thereto including, but not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, water lines and telephone lines.  
 • All Irrigation Easements to the owners (Apple Blossom Heights Water and Drainage Company) their successors and assigns as perpetual easements for the installation, operation, maintenance and repair of irrigation facilities.  
 • All Grand Valley Project Easements to Grand Valley Water Users Association/USA, their successors and assigns, for the installation, operation, and maintenance of Grand Valley Project irrigation facilities.  
 • All Drainage Easements to the owners (Apple Blossom Heights Water and Drainage Company) as perpetual easements for the conveyance of runoff water which originates within the area hereby platted or from upstream areas, through natural or man-made facilities above or below ground.

All easements include the right of ingress and egress on, along, over, under, and through and across by the beneficiaries, their successors, and assigns, together with the right to trim or remove interfering trees and brush, and in Drainage and Detention/Retention easements, the right to dredge, provided, however, that the owners of said easements shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of lots or tracts hereby platted shall not burden or overburden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

That said owners do hereby certify that to their knowledge no liens exist against the property being dedicated hereon.  
 IN WITNESS WHEREOF, said owners have caused their names to be hereunto subscribed this 19th day of October, 1998.

\_\_\_\_\_  
 Leo H. Warren  
 \_\_\_\_\_  
 Helen Warren  
 \_\_\_\_\_  
 Ronald L. Warren  
 \_\_\_\_\_  
 Deborah M. Warren

STATE OF COLORADO }  
 COUNTY OF MESA } ss  
 The foregoing instrument was acknowledged before me this 19th day of October, A.D. 1998, by Leo H. Warren, Helen Warren, Ronald L. Warren, and Deborah M. Warren.  
 My commission expires 7-15-01  
 Witness by hand and official seal  
 \_\_\_\_\_  
 Clerk and Recorder's Office

CLERK AND RECORDERS' CERTIFICATE  
 STATE OF COLORADO }  
 COUNTY OF MESA } ss  
 I hereby certify that this instrument was filed in my office at 11:37 o'clock A.M. this 25th day of November, A.D. 1998, and is duly recorded in Plat Book No. 116 Page 300 Reception No. 1876245  
 Drawer CG21  
 \_\_\_\_\_  
 Clerk & Recorder  
 \_\_\_\_\_  
 Deputy  
 Fees: \$ 10<sup>00</sup> / -<sup>00</sup>

CITY APPROVAL  
 This plat of APPLE BLOSSOM HEIGHTS, a subdivision of a part of the City of Grand Junction, County of Mesa, and State of Colorado was approved and accepted this 10th day of November, A.D. 1998.  
 \_\_\_\_\_  
 City Manager  
 \_\_\_\_\_  
 President of Council

SURVEYOR'S CERTIFICATE  
 I, Millard Water Eldridge, a registered Professional Land Surveyor in the State of Colorado, do hereby certify that the survey as represented by this plat of APPLE BLOSSOM HEIGHTS, a subdivision of the County of Mesa, was prepared by me or under my direct supervision, responsibility and checking and conforms to the applicable requirements of the Zoning and Development Code of the City of Grand Junction and all applicable state laws and regulations, and that the survey and plat are correct to the best of my knowledge and belief.  
 \_\_\_\_\_  
 Date of Certification: Oct. 16, 1998

NOTICE: According to Colorado Law you must commence any legal action based upon any defect in this survey within six 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.

**FINAL PLAT**  
 A Replat of Lot 2 of REA MINOR SUB.  
**APPLE BLOSSOM HEIGHTS**  
 NE4NE4 Sec.1, T1S, R1W, UTE M.  
 DATE: August 24, 1998 SCALE: 1" = 50'  
  
 MAPPING - PLANNING - SURVEYING  
 P.O. BOX 290, MESA, COLORADO 81643  
 (303)286-3651

9706PLR2

# The United States of America

Certificate No. 1000

To all to whom these Presents shall come, GREETING:

Whereas, Thomas E. Barnhouse of Mesa County, Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Gunnison, Colorado, whereby it appears that full payment has been made by the said

Thomas E. Barnhouse

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the Acts supplemental thereto, for Five Acres, more or less, of the South, East Quarter of Section

Number Six, in Township one North, Range one West and the North half of Section one in Township one South of Range one West of the Meridian in Colorado, containing six hundred and twenty acres, more or less.

According to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been marked by the said

Thomas E. Barnhouse

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such

as are hereunto recited, has granted and granted unto the said

Thomas E. Barnhouse

and to his heirs, the said

Tract, unto the said Thomas E. Barnhouse to HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever

kind and nature, unto the said Thomas E. Barnhouse his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights in ditches and canals used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to exist, so however the premises hereby granted, as provided by law, and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Benjamin Harrison PRESIDENT OF THE UNITED STATES OF AMERICA, have caused this letter to be made patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the twenty seventh day of January, in the year of our Lord one thousand nine hundred and nineteen, and of the Independence of the United States the one hundred and nineteenth

BY THE PRESIDENT: Benjamin Harrison

By M. A. Stearns Secretary.

J. M. Townsend Recorder of the General Land Office.





436

Prepared  
By: *Reg M*

344841

RIGHT OF WAY EASEMENT  
Lina B. Smith - to - Grand Valley Rural Power Lines, Inc.,  
Filed for Record Dec. 6, 1938 at 11:00 O'clock A.M.  
E.W. Jordan, Recorder

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS: That Lina B. Smith of the County of Mesa and State of Colorado, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby grant, bargain, sell, warrant and convey unto GRAND VALLEY RURAL POWER LINES, INC., a Colorado corporation, its successors and assigns, the right, privilege and easement forever to enter upon the property hereinafter described and, from time to time, within a right of way not exceeding fifty (50) feet in width to erect, construct, operate, maintain, patrol, inspect, repair, remove, relocate and reconstruct, upon, along, across, over and under said property, and upon, along, across, over and under the roads, streets and highways adjoining said property, a line or lines for the transmission or distribution of electric energy, and also telephone and telegraph lines, including without limitation all necessary or convenient poles, wires, towers, cables, guy-wires, brace-poles, anchors, ground connections, service line, fixtures and appliances, together with all rights and privileges necessary or convenient for the full enjoyment or use of said lines, including without limitation the right to trim, cut and keep clear all trees, limbs and undergrowth along said lines and all trees adjacent thereto that may, in any way, endanger the proper operation of the same, and the right to enter over adjoining lands of the grantor(s) for the purpose of exercising the rights and privileges herein granted.

The above mentioned property is located in Mesa County, Colorado, and is described as follows: Beginning at the SW corner of NW 1/4 of Section 6, Township 1 South, Range 1 East N. M. thence running East 1000 links, thence North 1000 links, thence West 1000 links, thence South 1000 links to the place of beginning in Mesa County, Colorado TO HAVE AND TO HOLD said easement, together with all and singular the rights and privileges appertaining thereto, unto said GRAND VALLEY RURAL POWER LINES, INC., its successors and assigns forever.

Signed and delivered this 22nd day of Nov A.D., 1938

Lina B. Smith (SEAL)

STATE OF COLORADO )  
COUNTY OF MESA )

I, Levi W. Reynolds, a Notary Public in and for said Mesa County, in the State of Colorado, do hereby certify that Lina B. Smith - to - Grand Valley Rural Power Lines, Inc., whose name is subscribed to the foregoing deed, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument of writing as her free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 22nd day of Nov A.D. 1938.  
My commission expires July 12, 1942

(LEVI W. REYNOLDS) (NOTARY PUBLIC) (MESA COUNTY, COLORADO) Levi W. Reynolds  
Notary Public

Prepared  
By: *Reg M*

RIGHT OF WAY EASEMENT  
H. W. Holloway - to - Grand Valley Rural Power Lines, Inc.,  
Filed for Record Dec. 6, 1938 at 11:00 O'clock A. M.  
E. W. Jordan, Recorder

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS: That H. W. Holloway of the County of Mesa and State of Colorado, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby grant, bargain, sell, warrant and convey unto GRAND VALLEY RURAL POWER LINES, INC., a Colorado corporation, its successors and assigns, the right, privilege and easement forever to enter upon the property hereinafter described and, from time to time, within a right of way not exceeding fifty (50) feet in width to erect, construct, operate, maintain, patrol, inspect, service, repair, remove, relocate and reconstruct, upon, along, across, over and under said property, and upon, along, across, over and under the roads, streets and highways adjoining said property, a line or lines for the transmission or distribution of electric energy, and also telephone and telegraph lines, including without limitation all necessary or convenient poles, wires, towers, cables, guy-wires, brace-poles, anchors, ground connections, service line, fixtures and appliances, together with all rights and privileges necessary or convenient for the full enjoyment or use of said lines, including without limitation the right to trim, cut and keep clear all trees, limbs and undergrowth along said lines and all trees adjacent thereto that may, in any way, endanger the proper operation of the same, and the right to enter over adjoining lands of the grantor(s) for the purpose of exercising the rights and privileges herein granted.

The above mentioned property is located in Mesa County, Colorado, and is described as follows: Lot 20 Jaynes Subdivision, Mesa County, Colorado TO HAVE AND TO HOLD said easement, together with all and singular the rights and privileges appertaining thereto, unto said GRAND VALLEY RURAL POWER LINES, INC., its successors and assigns forever.

Signed and delivered this 27th day of September A.D. 1938

H. W. Holloway (SEAL)

STATE OF COLORADO )  
County of Mesa )

I, Levi W. Reynolds, a Notary Public in and for said Mesa County, in the State of Colorado, do hereby certify that H. W. Holloway, who is personally known to me to be the person whose name is subscribed to the foregoing deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 27th day of Sept A.D. 1938.  
My commission expires July 12, 1942

(LEVI W. REYNOLDS) (NOTARY PUBLIC) (MESA COUNTY, COLORADO) Levi W. Reynolds  
Notary Public

Prepared  
By: *Reg M*

RIGHT OF WAY EASEMENT  
M. K. Zimmerman - to - Grand Valley Rural Power Lines, Inc.,  
Filed for Record Dec. 6, 1938 at 11:00 O'clock A. M.  
E. W. Jordan, Recorder

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS: That M. K. Zimmerman of the County of Mesa and State of Colorado, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby grant, bargain, sell, warrant and convey unto GRAND VALLEY RURAL POWER LINES, INC., a Colorado corporation, its successors and assigns, the right, privilege and easement forever to enter upon the property hereinafter described and, from time to time, within a right of way not exceeding fifty (50) feet in width to erect, construct, operate, maintain, patrol, inspect, service, repair, remove, relocate and reconstruct, upon, along, across, over and under said property, and upon, along, across, over and under the roads, streets and highways adjoining said property, a line or lines for the transmission or distribution of electric energy, and also telephone and telegraph lines, including without limitation all necessary or convenient poles, wires, towers, cables, guy-wires, brace-poles, anchors, ground connections, service line, fixtures and appliances, together with all rights and privileges necessary or convenient for the full enjoyment or use of said lines, including without limitation the right to trim, cut and keep clear all trees, limbs and undergrowth along said lines,

(Continued on page 437)



# Mesa County Development Permit

BOOK 2088 PAGE 523

We, the undersigned, being the owners of property situated in Mesa County, State of Colorado, as described below or on the attached legal description do hereby request a Development Permit for:

C15-94 RRA'S MINOR SUBDIVISION -- R2 MINOR SUBDIVISION  
Petitioner: Charles F. and Rea F. Roberts  
Representative: M.A.P., Inc., c/o Walter Eldridge  
Location: 28 Road and Courtland Avenue  
A request to subdivide 6.5 acres into two (2) lots of 1.5 acres and 5 acres in an Residential (R2) zone.

Property Owner(s)
Charles and Rea Roberts
<small>Name</small>
681 28 Road Rt. #5
<small>Address</small>
Grand Junction, CO 81501
<small>City/State/Zip</small>
Dated this <u>25<sup>th</sup></u> day of <u>July</u> 1994.
* <u>Charles F. Roberts</u> <u>Rea F. Roberts</u>

**STIPULATIONS OF APPROVAL:**

Approved with stipulations (see attached).

DATED THIS 27<sup>th</sup> DAY OF July 1994

John Crouch  
John Crouch, Chair of the Board of Mesa  
County Commissioners



Paul Fink Deputy Clerk  
Mesa County Clerk and Recorder

The foregoing approvals and stipulations apply to property described (legal description)

Legal Description

C15-94 REA'S MINOR SUBDIVISION -- R2 MINOR SUBDIVISION

Petitioner: Charles F. and Rea F. Roberts  
Representative: M.A.P., Inc., c/o Walter Eldridge  
Location: 28 Road and Courtland Avenue

A request to subdivide 6.5 acres into two (2) lots of 1.5 acres and 5 acres in an Residential (R2) zone. If you have any questions or concerns, please contact Matt Osborn at 244-1724.

Beginning at the Northwest corner of Lot 20 of JAYNES' SUBDIVISION,  
thence South along the West line of said Lot 20 a distance of 523.9 feet;  
thence East to the East line of said Lot 20;  
thence North along the East line of said Lot 20, a distance of 223.9 feet  
to the Government Canal;  
thence Northwesterly along said Canal 507.5 feet to the North line of said  
Lot 20;  
thence West 250 feet to the point of beginning.

Stipulations of approval

1. The recommendations of the Geological Hazards Report are followed.
2. The boundary between Lot 1 and Lot 2 follow the irrigation ditch.
3. Lot 2 shall have enough frontage on 28 Road in order to allow a future road connection.
4. The applicant construct road improvements along 28 Road: including mat, curb, gutter and sidewalk at the time that either parcel redevelops.

DEVELOPMENT IMPROVEMENTS AGREEMENT

BOOK 2439- PAGE 1

1. Parties: The parties to this Development Improvements Agreement ("the Agreement") are LEO H. WARREN AND HELEN WARREN ("the Developer") and THE CITY OF GRAND JUNCTION, Colorado ("the City").

THEREFORE, for valuable consideration, the receipt and adequacy of which is acknowledged, the Parties agree as follows:

2. Effective Date: The Effective Date of the Agreement will be the date that this agreement is recorded, ~~which is not sooner than recordation of the~~ \_\_\_\_\_

RECITALS

1845624 05/12/98 1126AM  
MONIKA TODD CLK&REC MESA COUNTY Co  
REC FEE \$45.00 SURCHG \$1.00

The Developer seeks permission to develop property within the City to be known as APPLE BLOSSOM HEIGHTS, which property is more particularly described on Exhibit "A" attached and incorporated by this reference (the "Property"). The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the development and limiting the harmful effects of substandard developments. The purpose of this Agreement is to protect the City from the cost of completing necessary improvements itself and is not executed for the benefit of materialmen, laborers, or others providing work, services or material to the development or for the benefit of the purchasers or users of the development. The mutual promises, covenants, and obligations contained in this Agreement are authorized by state law, the Colorado Constitution and the City's land development ordinances.

DEVELOPER'S OBLIGATION

3. Improvements: The Developer will design, construct and install, at its own expense, those on-site and off-site improvements listed on Exhibit "B" attached and incorporated by this reference. The Developer agrees to pay the City the actual amount for inspection services performed by the City. The estimated amount is shown in Exhibit B. The Developer's obligation to complete the improvements is and will be independent of any obligations of the City contained herein.

4. Security: To secure the performance of its obligations under this Agreement (except its obligations for warranty under paragraph 6), the Developer will enter into an agreement which complies with either option identified in paragraph 28, or other written agreement between the City and the Developer.

5. Standards: The Developer shall construct the Improvements according to the standards and specifications required by the City Engineer or as adopted by the City.

6. Warranty: The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of twelve (12) months from the date that the City Engineer accepts or approves the improvements completed by the Developer.

7. Commencement and Completion Periods: The improvements, each and every one of them, will be completed within ONE YEAR from the Effective Date of this Agreement (the "Completion Period").

8. **Compliance with Law:** The developer shall comply with all relevant federal, state and local laws, ordinances, and regulations in effect at the time of final approval when fulfilling its obligations under this Agreement.

9. **Notice of Defect:** The Developer's Engineer shall provide timely notice to the Developer, contractor, issuer of security and the City Engineer whenever inspection reveals, or the Developer's Engineer otherwise has knowledge, that an improvement does not conform to City standards and any specifications approved in the development application or is otherwise defective. The developer will have thirty (30) days from the issuance of such notice to correct the defect.

10. **Acceptance of Improvements:** The City's final acceptance and/or approval of improvements will not be given or obtained until the Developer presents a document or documents, for the benefit of the City, showing that the Developer owns the improvements in fee simple and that there are no liens, encumbrances, or other restrictions on the improvements. Approval and/or acceptance of any improvements does not constitute a waiver by the City of any rights it may have on account of any defect in or failure of the improvement that is detected or which occurs after approval and/or acceptance.

11. **Use of Proceeds:** The City will use funds deposited with it or drawn pursuant to any written disbursement agreement entered into between the parties only for the purpose of completing the Improvements or correcting defects in or failure of the Improvements.

12. **Events of Default:** The following conditions, occurrences or actions will constitute a default by the Developer during the Completion Period:

- a. Developer's failure to complete each portion of the Improvements in conformance with the agreed upon time schedule; the City may not declare a default until a fourteen (14) calendar day notice has been given to the Developer;
- b. Developer's failure to demonstrate reasonable intent to correct defective construction of any improvement within the applicable correction period; the City may not declare a default until a fourteen (14) calendar day notice has been given to the Developer;
- c. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer; in such event the City may immediately declare a default without prior notification to the Developer;
- d. Notification to the City, by any lender with a lien on the property, of a default on an obligation; the City may immediately declare a default without prior notification to the Developer;
- e. Initiation of any foreclosure action of any lien or initiation of mechanics lien(s) procedure(s) against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure; the City may immediately declare a default without prior notification to the Developer.

13. **Measure of Damages:** The measure of damages for breach of this Agreement by the Developer will be the reasonable cost of satisfactorily completing the Improvements plus reasonable City administrative expenses. For improvements upon which construction has not begun, the estimated costs of the Improvements as shown on Exhibit "B" will be prima facie evidence of the minimum cost of completion; however, neither that amount nor the amount of a letter of credit, the subdivision improvements disbursement agreement or cash escrow establish the maximum amount of the Developer's liability.

14. **City's Rights Upon Default:** When any event of default occurs, the City may draw on the letter of credit, escrowed collateral, or proceed to collect any other security to the extent of the face amount of the credit or full amount of escrowed collateral, cash, or security less ninety percent (90%) of the estimated cost (as shown on Exhibit "B") of all improvements previously accepted by the City or may exercise its rights to disbursement of loan proceeds or other funds under the improvements disbursement agreement. The City will have the right to complete improvements itself or it may contract with a third party for completion, and the Developer grants to the City, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, reconstructing, maintaining, and repairing such improvements. Alternatively, the City may assign the proceeds of the letter of credit, the improvements disbursement agreement, the escrowed collateral, cash, or other funds or assets to a subsequent developer (or a lender) who has acquired the development by purchase, foreclosure or otherwise who will then have the same rights of completion as the City if and only if the subsequent developer (or lender) agrees in writing to complete the unfinished improvements and provides reasonable security for the obligation. In addition, the City may also enjoin the sale, transfer, or conveyance of lots within the development, until the improvements are completed or accepted. These remedies are cumulative in nature and are in addition to any other remedies the City has at law or in equity.

15. **Indemnification:** The Developer expressly agrees to indemnify and hold the City, its officers, employees and assigns harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained, or alleged to be received or sustained, by any person or entity in connection with, or on account of, any act or failure to act concerning the performance of work at the development or the Property pursuant to this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named in an action concerning the performance of work or the failure to perform work pursuant to this Agreement. The Developer is not an agent or employee of the City.

16. **No Waiver:** No waiver of any provision of this Agreement by the City will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both City and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.

17. **Amendment or Modification:** The parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of the City by the City Manager or his designee and by the Developer or his authorized officer. Such amendment or modification shall be properly notarized before it shall be deemed effective.

18. **Attorney's Fees:** Should either party be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party; any City obligation under this section shall be subject to the overriding provisions of section 15, above. If the court awards relief to both parties, the attorney's fees may be equitably divided between the parties by the decision maker, subject to the overriding provisions of section 15, above.

19. **Vested Rights:** The City does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the City, if any, before the Developer is entitled to commence development or to transfer ownership of property in the development.

20. **Third Party Rights:** No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

21. **Time:** For the purpose of computing the Abandonment and Completion Periods, and time periods for City action, such times in which war, civil disasters, or acts of God occur or exist will not be included if such times prevent the Developer or City from performing its obligations under the Agreement.

22. **Severability:** If any part, term, or provision of this Agreement is held by a court or courts of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

23. **Benefits/burdens:** The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also shall be binding on the heirs, successors, and assigns of the Developer, and shall be a covenant(s) running with the Property. There is no prohibition on the right of the City to assign its rights under this Agreement. The City will expressly release the original Developer's guarantee or obligations under the improvements disbursement agreement if it accepts new security from any developer or lender who obtains the Property. However, no other act of the City will constitute a release of the original Developer from his liability under this Agreement.

24. **Notice:** Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

If to Developer:

LEO H. WARREN  
2792 Cortland Ave.  
Grand Junction, CO 81506

If to City:

City of Grand Junction  
Community Development Director  
250 N. 5th Street  
Grand Junction, Colorado 81501



25. **Recordation:** Developer shall pay for all costs to record a copy of this Agreement in the Clerk and Recorder's Office of Mesa County, Colorado.

26. **Immunity:** Nothing contained in this Agreement constitutes a waiver of the City's immunity under any applicable law.

27. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement, letter of credit, improvements disbursements agreement, or cash escrow agreement or any action to collect security will be deemed to be proper only if such action is commenced in Mesa County, Colorado. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

28. **Improvements guarantee.** The improvements guarantee required by the City to ensure that the improvements described in the improvements agreement are constructed to City standards may be in one of the following forms: (If I or II, then attach as Exhibit C.)

\_\_\_ (I) disbursement agreement between a bank doing business in Mesa County and the City, or

\_\_\_ (II) a good and sufficient letter of credit acceptable to the City, or

\_\_\_ (III) depositing with the City cash equivalent to the estimated cost of construction of the improvements under the following terms:

(a) The Finance Department of the City may act as disbursing agent for disbursements to Developer's contractor(s) as required improvements are completed and accepted if agreed to in writing pursuant to a disbursement agreement; and

(b) The Finance Department of the City will disburse any deposit or any portion thereof, with no more than three checks, at no charge. If disbursements are made in excess of three checks, the developer will be charged \$100 per transaction for every transaction in excess of three.

X (IV) PLAT HOLD  
29. Conditions of Acceptance.

a. The City shall have no responsibility or liability with respect to any street, or other improvement(s), notwithstanding the use of the same by the public, unless the street or other improvements shall have been accepted by the City. "Acceptance by the City" means a separate writing wherein the City specifies which improvements have been accepted and the date from which warranty(ies) shall run.

b. Prior to requesting final acceptance of any street, storm drainage facility, or other required improvement(s), the Developer shall: (i) furnish to the City Engineer as-built drawings in reproducible form, blue-line stamped and sealed by a professional engineer and in computer disk form and copies of results of all construction control tests required by City specifications; (ii) provide written evidence to the City Engineer under signature of a qualified expert that the earth, soils, lands and surfaces upon, in and under which the improvements have been constructed, or which are necessary for the improvements, are free

from toxic, hazardous or other regulated substances or materials; (iii) provide written evidence to the City Engineer that the title to lands underlying the improvements are merchantable and free and clear from all liens and encumbrances, except those liens and encumbrances which may be approved in writing by the City Engineer.

- 30. **Phased Development.** If the City allows a street to be constructed in stages, the Developer of the first one-half street opened for traffic shall construct the adjacent curb, gutter and sidewalk in the standard location and shall construct the required width of pavement from the edge of gutter on his side of the street to enable an initial two-way traffic operation without on-street parking. That Developer is also responsible for end-transitions, intersection paving, drainage facilities, and adjustments to existing utilities necessary to open the street to traffic.

\_\_\_\_\_  
Director of Community Development      Date

City of Grand Junction  
250 North 5th Street  
Grand Junction, CO 81501

Les Warn      4/30/98  
\_\_\_\_\_  
Developer      Date

~~(If Corporation, to be signed by President and attested to by Secretary together with the Corporate seals)~~

EXHIBIT "A"

TYPE LEGAL DESCRIPTION(S) BELOW, USING ADDITIONAL SHEETS AS NECESSARY. USE SINGLE SPACING WITH A ONE INCH MARGIN ON EACH SIDE.

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LOT 2 in REA MINOR SUBDIVISION

EXHIBIT "B"

IMPROVEMENTS LIST/DETAIL

DATE: MAY 6, 1998

NAME OF DEVELOPMENT: APPLE BLOSSOM HEIGHTS

LOCATION: 28 1/2 CORTLAND

PRINTED NAME OF PERSON PREPARING: KONALD L WARREN

	UNITS	TOTAL QTY.	UNIT PRICE	TOTAL AMT.
<b>I. SANITARY SEWER</b>				
1. Clearing and grubbing / MOBILIZATION	LS	1	1,800	1,800
2. Cut and remove asphalt				
3. PVC sanitary sewer main (incl. trenching, bedding & backfill)	LF	719	16	11,504
4. Sewer Services (trenching, bedding, backfill)	LF	662	12	7,944
5. Sanitary sewer manhole(s)	EMH	4	1,300	5,200
6. Connection to existing manhole(s)	EMCH	2	600	1,200
7. Aggregate Base Course				
8. Pavement replacement				
9. Driveway restoration				
10. Utility adjustments <i>Copper Hills EXISTING SANDSTONE ROOFS</i>	LS	1	1,220	1,220
<b>II. DOMESTIC WATER</b>				
1. Clearing and grubbing / MOBILIZATION	LS	1	1,800	1,800
2. Cut and remove asphalt				
3. Water Main (incl. excavation, bedding, backfill, valves and appurtenances)	6" LF	540	14	7,560
	LF	129	12	1,548
4. Water services (incl. excavation, bedding, backfill, valves, and appurtenances)	EA	17	625	10,625
5. Connect to existing water line				
6. Aggregate Base Course				
7. Pavement Replacement <i>FIRE HYDRANT</i>	EA	2	2,200	4,400
8. Utility adjustments <i>BLOCKS &amp; VALVES</i>	LS	1	1,250	1,250
<b>III. STREETS</b>				
1. Clearing and grubbing / MOBILIZATION	LS	1	4,500	4,500
2. Earthwork (excavation, embankment const)	CY	1,933	2.10	4,059
3. Utility relocations	LS	1	36,264	36,264
4. Aggregate sub-base course (sq.yd.)				
5. Aggregate base course (sq.yd.)	CY	934	22	20,548
6. Sub-grade stabilization	SF	5,798	.85	4,918
7. Asphalt or concrete pavement (sq.yd.)	TON	588	35.55	20,905
8. Curb, gutter & sidewalk (linear feet)	LF	2,271	14.16	32,164
9. Driveway sections (sq.yd.)				
10. Crosspans & fillets	SF	2,113	3.94	8,322
11. Retaining walls/structures				

12. Storm drainage system <i>POND EXCAVATION</i>	CY	866	1.14	346.4
13. Signs and other traffic control devices	EACH	3	325.-	975
14. Construction staking <i>POND TREATMENT</i>	LS	1	3,000	3,000
15. Dust control <i>ADJ. RIMS TO F.G.</i>	LS	1	1,300	1,300
16. Street lights (each)	EACH	5	1,000	5,000
<b>IV. LANDSCAPING</b>				
1. Design/Architecture				
2. Earthwork (top soil, fine grading, berming)				
3. Hardscape features (walls, fencing, paving)				
4. Plant material and planting				
5. Irrigation system <i>DITCH LATERAL</i>	LF	1,611	12.81	20,630
6. Other features (statues, water displays, park equipment, and outdoor furniture)				
7. Curbing				
8. Retaining walls and structures				
9. One year maintenance agreement				
<b>V. MISCELLANEOUS</b>				
1. Design/Engineering	LS	1	14,000	14,000
2. Surveying				
3. Developer's inspection costs				
4. Quality control testing	LS	1	7,100	7,100
5. Construction traffic control	LS	1	2,200	2,200
6. Rights-of-way/Easements				
7. City inspection fees	LS	1	1,500	1,500
8. Permit fees	LS	1	1,500	1,500
9. Recording costs				
10. Bonds <i>CONSTRUCTION INTEREST</i>	LS	1	36,276	36,276
11. Newsletters				
12. General Construction Supervision				
13. Other <i>FENCING</i>	LF	170	6	1,020
14. Other <i>CONTINGENCY (PERCENTAGE)</i>	LS	1	6,428	6,428

TOTAL ESTIMATED COST OF IMPROVEMENTS: \$ 292,115

*Leo H. Warner* 5/11/98  
 SIGNATURE OF DEVELOPER DATE  
 (If corporation, to be signed by President and attested to by Secretary together with the corporate seals.)

I have reviewed the estimated costs and time schedule shown above and, based on the plan layouts submitted to date and the current costs of construction, I take no exception to the above.

*William Ashford* 5/11/98  
 CITY ENGINEER DATE

\_\_\_\_\_  
 COMMUNITY DEVELOPMENT DATE





1876246 11/25/98 1137AM  
MONIKA TODD CLK&REG MESA COUNTY Co  
REC FEE \$5.00 SURCHG \$1.00  
DOCUMENTARY FEE \$EXEMPT

**AVIGATION EASEMENT**

This EASEMENT is made and entered into by and between the WALKER FIELD, COLORADO, PUBLIC AIRPORT AUTHORITY, a body corporate and politic and constituting a political subdivision of the State of Colorado, hereinafter called GRANTEE, and Leo H. Warren & Helen Warren hereinafter, GRANTOR;

BOOK 2518 PAGE 868

WHEREAS, Grantee is the owner and operator of Walker Field Airport situated in the County of Mesa, State of Colorado, and in close proximity to the land of Grantor, and Grantee desires to obtain and preserve for the use and benefit of the public a right of free and unobstructed flight for aircraft landing upon, taking off from, or maneuvering about said airport; and

WHEREAS, Grantor is the owner in fee simple of that certain parcel of land situated in the County of Mesa, State of Colorado, to wit:

LOT 2 in REA MINOR SUBDIVISION

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor, for himself, his heirs, administrators, executors, successors and assigns, does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, for the use and benefit of the public, an easement and right of way appurtenant to Walker Field Airport, for the passage of all aircraft ("aircraft" being defined for the purposes of this instrument as any device known or hereafter invented, used or designed for navigation or flight in the air) by whomsoever owned and operated, in the navigable airspace above the surface of Grantor's Property to an infinite height above said Grantor's property, together with the right to cause in said airspace such noise and vibrations, smoke, fumes, glare, dust, fuel particles and all other effects that may be caused by the normal operation of aircraft landing at or taking off from or operating at or on said Walker Field Airport, and Grantor hereby waives, remises and releases any right or cause of action which Grantor now has or which Grantor may have in the future against Grantee, its successors and assigns, due to such noise, vibrations, smoke, fumes, glare, dust, fuel particles and all other effects caused by the normal operation of such aircraft.

FURTHER, Grantor hereby covenants, for and during the life of this easement, that Grantor:

(a) shall not hereafter construct, permit or suffer to maintain upon said land any obstruction that extends into navigable airspace required for use of said airport runway surfaces; (Navigable airspace is defined for the purpose of this instrument as airspace at and above the minimum flight altitudes, including take off and landing, as prescribed in Federal Aviation Administration Federal Air Regulations Part 91, and as such regulations are amended.)

(b) Shall not hereafter use or permit or suffer use of said land in such a manner as to create electrical or electronic interference with radio communication or radar operation between the installation upon Walker Field Airport and aircraft, or to make it difficult for flyers to distinguish between airport lights and others or to result in glare in the eyes of flyers using the said airport, or to impair visibility in the vicinity of the airport, or otherwise to endanger the landing, taking off or maneuvering of aircraft.

Grantor agrees the aforesaid covenants and agreements shall run with the land for the benefit of Grantee, its successors and assigns, until said airport shall be abandoned and shall cease to be used for public airport purposes.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal on this 1<sup>st</sup> day of May, A.D. 1998

Leo H. Warren  
Leo H. Warren  
Helen Warren  
(Title) Helen Warren

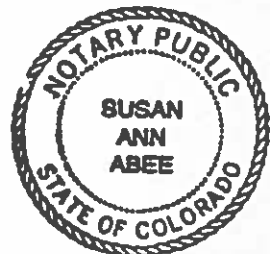
STATE OF COLORADO )

COUNTY OF MESA ) ss.

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of May, A.D. 1998, by Leo H. Warren & Helen Warren

My Commission Expires: 10/20/2001

Susan Ann Abree  
Notary Public.



7

1876248 11/25/98 1137AM  
MONIKA TOOD CLK REC MESA COUNTY Co  
REC FEE \$35.00 SURCHG \$1.00

APPLE BLOSSOM HEIGHTS SUBDIVISION  
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by LEO H. WARREN, HELEN M. WARREN, RONALD L. WARREN, AND DEBORAH M. WARREN (hereinafter "Declarants"), as the owners of certain property in the City of Grand Junction, County of Mesa, State of Colorado, which is more particularly described as:

BOOK 2518 PAGE 870

Lot 2 of REA MINOR SUBDIVISION.

NOW THEREFORE, said Declarants hereby declare that all of the properties described above shall be re-platted as APPLE BLOSSOM HEIGHTS SUBDIVISION, a copy of which plat is attached hereto and incorporated herein and all of the lots thereof shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

Section 1. Homeowners Association. All lot owners shall be members of and subject to the Articles of Incorporation, duly enacted Bylaws and Rules of the Apple Blossom Heights Homeowners' Association, a non profit corporation. The Homeowners' Association shall govern all matters relating to the subdivision, except for matters relating to the irrigation system of the subdivision. The Homeowners Association shall organize an architectural control committee (hereafter ACC), which shall be governed by these Covenants and Restrictions and Articles and Bylaws of the Homeowners Association.

Section 2. Architectural Control. The Architectural Control Committee, hereafter referred to as ACC, shall consist of three (3) persons, who shall be lot owners in the subdivision. Each member shall serve for a period of five years. The initial ACC shall be Leo Warren, Helen Warren and Ron Warren. At least two of the initial members shall remain on the ACC until 80% of the subdivision lots are conveyed to other owners. Should any such initial member resign or become unable to act, the remaining members shall select or appoint another member to fill the vacancy. The initial ACC has the option to canvass the then present lot owners of record for successor candidates and hold an election at any time before the end of the initial committee's five (5) year term and/or subsequent to the conveyance of 80% of the lots in the subdivision. Successor ACC Members shall be elected by the highest count of the ballots received.

Section 3. Authority. The ACC shall have full and final authority. No improvement including landscaping on any lot shall be installed or erected except upon compliance by the submission of plans to and the approval thereof by the ACC. The failure of any owner to comply with this provision shall be deemed a violation of this Declaration, entitling the ACC, or any owner, to exercise enforcement powers as written in the General Provisions. No improvements shall be changed, altered or modified subsequent to approval of the ACC without first obtaining a written approval of the ACC with respect to such change, alteration or modification.

Section 4. Submission of Plans. Duplicate copies of plans and specifications relating to an improvement shall be submitted to the ACC for review and final approval. Plans and specifications shall contain, without limitation, the plot plans showing layout, including setbacks; flow and manner of surface drainage; finish and natural grade elevations showing doors,

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windows and exterior materials and colors; landscaping plans showing the location and types of plantings, including trees, shrubs, bushes and grass; and all other features reasonable or necessary to explaining any feature or component of the improvement or to enable the ACC to properly consider and determine approval or disapproval of such improvement. The ACC may disapprove any plans or specifications that are insufficient for it to exercise the judgment required under this Declaration. The ACC shall have the power to discourage or prohibit the construction of any dwelling or other structure which appears to be excessive in height. For the purposes of this Declaration, any dwelling or other structure which is in excess of thirty-two (32) feet in height at any point is deemed to be excessive in height.

Section 5. Approval. The ACC, by majority vote, shall approve or disapprove in writing all plans and specifications within thirty (30) days after submission. In the event the ACC fails to take any action within such thirty (30) day period, the proposed improvement shall be deemed approved.

Section 6. Building Restrictions.

A. No structure shall be erected, placed or permitted on any lot within the subdivision except for use as a single family detached residential structure. At no time shall there be more than one single family residential structure situated upon any lot. However, the combination of more than one lot or parts of contiguous lots into one building site is acceptable. For example, two lots may be used for one building site.

B. Only new buildings shall be permitted within the property and no building for occupancy shall be moved upon the property. Further, no temporary building or structure of any type whatsoever shall be used at any time for a residence, either temporary or permanent. No mobile homes, trailer homes, or other movable structures shall be permitted as dwellings within the subdivision.

C. The total finished living area of the residence shall be a minimum of 1,700 square feet. The square footage shall be determined by using outside measurements for finished living area totally above ground, such that garages, porches, patios, basements and garden levels shall be excluded.

D. Principal buildings erected shall maintain the following minimum setbacks:

Street Setback = 45 feet from centerline of Applewood Place.  
 Street Setback = 20 feet from right-of-way of Maureen Court.  
 Side yard Setback = 7 feet from lot line.  
 Rear yard Setback = 30 feet from lot line.

Accessory buildings erected or placed shall follow the "Submission of Plans" provisions as outlined in Section 4, and shall maintain the following minimum Setbacks:

Side yard Setback Front ½ of lot = 7 feet from lot line.  
 Side yard Setback Rear ½ of lot = 3 feet from lot line.  
 Rear yard Setback = 10 feet from lot line.

No building shall exceed thirty-two (32) feet in height measured from original grade to the highest part of the roof.

While the foregoing setbacks comply with the requirements under the City of Grand Junction Land Development Code in effect at the time of adoption of these protective covenants and restrictions, Declarants do not guarantee that they will remain unchanged. All lot owners shall be subject to the setback requirements of the City of Grand Junction Land Development Code in effect at the time any building is to be erected. Lot owners are encouraged to confer with the City of Grand Junction Land Development Code prior to construction.

E. All principal building front faces shall be constructed of brick, manufactured veneer, stone, manufactured stone, stucco or slump rock; unfinished cinder block or cement block shall not be used for exposed walls. Principal building side and rear exterior walls shall be constructed of material the same as the building front faces or of high quality siding material approved by the ACC. No detached buildings, including, but not limited to, storage structures, shall be constructed without prior approval of the ACC. All buildings must meet or exceed the City of Grand Junction building code.

F. The roofs shall be covered with either shake or cedar or cypress shake material commonly known as split shakes, wood shingles, tile, built-up roof where approved by the ACC, or thick-butted asphalt shingles.

G. Fencing Restrictions: Owners of "Tract A" and Lots 4, 5, and 6, of Block one shall not erect fencing within Grand Valley Project's five(5) foot easement along the Easterly boundary of said lots until said easement is abandoned (after Lateral No. 2 ditch is replaced with a pipeline.), if at all. Owners of "Tract A" shall not erect fencing within Grand Valley Project's 10' wide x 20' long TURN AROUND AREA easement until said easement is abandoned, if at all. Owners of Lot 1, Block Three shall not erect fencing within or across the twelve (12) foot wide Pedestrian Easement being part of said Lot 1.

Fencing shall be a maximum height of six (6) feet, and shall be approved by the ACC prior to construction. All perimeter lot fencing shall be of vinyl, or vinyl clad wood/metal material (concrete block material shall be expressly prohibited.) Chain link type fencing approved for dog runs shall be screened from public view with fencing material approved by the ACC. No solid fencing shall be allowed within twenty-five (25) feet of the front yard property line, nor shall such front yard fencing exceed three (3) feet in height. For example, split rail fencing would be acceptable, but a solid wood fence would not be acceptable. No such fence shall be erected without the prior approval of the ACC.

*fencing*

H. All landscaping of each lot which will be visible from the street or any other lot shall be completed by or on behalf of the owner of such lot, in accordance with the plans approved by the ACC, within ninety (90) days from and after the date on which the dwelling of such lot is occupied or permitted for occupancy, whichever is earlier; provided, however, for good cause, the ACC may allow a lot owner a one-time extension of time for an additional ninety (90) days in which to comply with this subparagraph. Landscaping of Lot 1 of Block Two and Lots 1 and 6, Block Three shall comply and blend with landscape plans to be approved by the City of Grand Junction for intersection sight triangles, and are by reference thereto made a part of this subparagraph.

Section 7. Maintenance of Lots and Improvements

A. The owners shall keep, maintain and repair their lots and improvements,

including landscaping, in a neat, cultivated, attractive and well maintained condition, free from the accumulation of trash or debris.

B. No lot shall be used as a dumping ground for rubbish. All garbage, rubbish and trash shall not be allowed to accumulate on any lot and shall be placed and kept in covered containers. All containers shall be kept so as to not be visible from neighboring property, except to make the same available for collection during regular trash collection days.

Section 8. Home Occupation and Offensive Activities.

A. No lot or the improvements situated thereon may be used for commercial purposes of any type whatsoever excepting for home occupations. For purposes of this section, "home occupations" shall mean an occupation by the resident conducted totally within the residential building which does not entail the employment of third persons on the premises and does not entail the delivery of goods or services to customers upon the premises. For example, but not by limitation, an insurance agent may use his residence as a personal office so long as customers are not permitted to come to the residence; however, the establishment of a barber shop or a beauty shop would be prohibited.

B. No noxious or offensive trade or activity of any type whatsoever shall be carried on within any lot or improvement that shall become an annoyance or nuisance to other owners.

Section 9. Restrictions on Occupants and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. All pets shall be under the control of their owner, whether by containment on the owner's property, on a leash or under voice command. No pet shall be allowed to run at large, endanger or harass persons, property or other animals, or constitute a nuisance or annoyance to other lot owners or occupants.

Section 10. Parking.

A. All residences shall be constructed so as to provide sufficient off street parking to accommodate not less than four automobiles, inclusive of garage and driveway. The driveways shall be composed of concrete.

B. The on street parking of any vehicles by the owners, occupants or guests shall be limited to temporary parking. No vehicles of owners, occupants or guests shall be regularly or permanently parked or stored on street. Vehicular maintenance or repair, which renders any vehicle inoperable for more than twenty-four (24) hours, is prohibited on any street, driveway, yard or other visible location in the subdivision. No commercial vehicular repair or other repair of vehicles not owned by the lot owner shall be conducted within the subdivision.

C. All clotheslines, equipment, wood piles or storage piles shall be kept screened by adequate vegetation or fencing to conceal them from view.

D. All recreational vehicles, including trucks, campers, boats, snowmobiles, motorcycles, motorbikes or other recreational vehicles of any type that are stored on any lot shall be kept behind the principal building's front setback line, provided such stored recreational vehicles do

not bar access to adjoining owners for roof eaves, water drainage and building maintenance. The ACC shall require any owner to install screening approved by the ACC to shield the stored vehicles from public view or the view of other owners. No such screening shall be erected without the prior approval of the ACC.

E. All residences shall be constructed with a garage large enough to accommodate two passenger motor vehicles, but in no case shall be constructed to accommodate more than three passenger motor vehicles. Motor vehicle as defined herein shall include automobiles and pick-up trucks, but shall not include any commercial motor vehicle.

Section 11. Signs. No signs of any type shall be displayed in public view on any lot except such signs as may be required by legal proceedings or one sign of not more than six square feet advertising such lot for sale, resale, or rent.

Section 12. Miscellaneous.

A. No lot shall be used in any manner whatsoever to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substances, or other mineral of any kind.

B. No lot shall be further subdivided or split into other parcels.

C. No antenna or dish for transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained out of doors, except as shall be permitted by the ACC.

Section 13. Irrigation Water

A. The Declarants collectively own .6 class 1 water share from the Grand Valley Water Users' Association. (GVWUA). In order to provide adequate irrigation water to all of the lots within the subdivision, Declarants hereby agree to pool their water rights with the water rights of the lot owners in LESLEE MINOR SUBDIVISION, and operate a unified irrigation system for both subdivisions. Declarants, their heirs, successors and assigns, and all subsequent lot owners shall be members of the APPLE BLOSSOM HEIGHTS/LESLEE MINOR SUBDIVISION IRRIGATION COMPANY, a Colorado non profit corporation (hereafter "Irrigation Company") and subject to its Articles of Incorporation, Rules, and Bylaws.

B. Irrigation water shall be made available to each lot for use thereon through a system to be installed by the Declarants. The Declarants shall not be obligated to thereafter to maintain the system and will transfer all rights to said system to the Irrigation Company. Each lot in the subdivision shall be fed by a maximum of one pressurized tap. No alterations or repairs shall be made to any part of the subdivision's irrigation system without prior approval of the Irrigation Company's Board of Directors. Maintenance of individual taps shall be the responsibility of the lot owner which it serves.

C. The owners of all lot in APPLE BLOSSOM HEIGHTS SUBDIVISION and LESLEE MINOR SUBDIVISION shall pay the Irrigation Company equally for the cost of water, and of the cost of operation, repair and maintenance of the irrigation water system, and for any other cost which shall be determined to be a proper assessment for the operation and



maintenance of the irrigation system or its related facilities. The Board of Directors of the Irrigation Company will determine the amount of assessments each year and shall notify all lot owners of both subdivisions in writing of their pro rata assessment. In the event any lot owner shall fail or refuse to pay any assessment or any other charge levied against said lot owner within sixty (60) days of notification by the Board, said amount shall become a lien on such defaulting lot until paid, and subject only to a first lien on the lot. The Board of Directors may order a suit be brought at law or in equity against the lot owner to recover the amount of any delinquent assessment. An action at law or in equity to recover past due assessments may be commenced and pursued by the Board without foreclosing, or in any way waiving the Irrigation Company's lien therefor. Any assessment in arrears shall be charged interest at the rate of 1½% per month until paid.

D. Any lot owner who is in default for failure to pay any assessment shall not be in good standing and shall not be entitled to vote on any matter of the Irrigation Company until such past due assessment is paid in full.

Section 14. Declarant Exemption. Nothing contained in this Declaration shall be construed to prevent construction, installation or maintenance by Declarants, or their duly authorized agents or contractors, of improvements, structures or signs necessary or convenient to the development, sale, operation or other disposition of the lots or improvements situated within the Subdivision, so long as such are allowed by regulation or ordinance.

Section 15. General Provisions.

A. The covenants and restrictions of this Declaration shall run with and bind the land for a term of ten (10) years from the date that this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by Declarants at any time prior to the recording of the first deed from Declarants to an owner. After the recording of the first deed from Declarants to an owner, this Declaration may only be amended by a written instrument signed by not less than the owners of fifteen (15) lots, except that any amendment relating to irrigation water or which alters the provisions of Section 13 herein may be amended only by amending the Articles or Bylaws of the Irrigation Company. Any amendment shall not be effective until recorded in the records of the Mesa County Clerk and Recorder.

*amendments*

B. Each provision of this Declaration of Protective Covenants and Restrictions, and all provisions necessarily implied therefrom, shall be deemed incorporated in each deed or instrument of conveyance; be deemed accepted, ratified and declared as a personal covenant of each owner and binding thereon; be deemed and declared for the benefit of the Homeowners' Association, and Irrigation Company, and each lot owner and shall be deemed a real covenant and an equitable servitude running as a burden with and upon the title to each parcel of land.

C. Except for matters relating to the irrigation system, each provision of these Protective Covenants shall be enforceable by the ACC or any owner by proceeding for prohibitive or mandatory injunction or suit to recover damages. In connection with the rights of enforcement and remedies provided in these Protective Covenants, the prevailing party shall be entitled to recover costs and expenses, including reasonable attorney's fees.

D. The invalidation of any one of these Protective Covenants or Restrictions by



Judgment or court order shall in no wise affect any of the other Covenants or Restrictions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hand this 19<sup>th</sup> day of October, 1998.

Leo H. Warren  
Leo H. Warren

Ronald L. Warren  
Ronald L. Warren

Helen M. Warren  
Helen M. Warren

Deborah M. Warren  
Deborah M. Warren

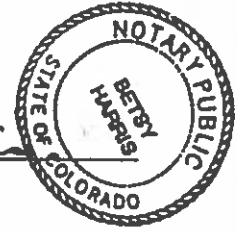
STATE OF COLORADO     )  
  ) ss.  
COUNTY OF             )

Subscribed, sworn to and acknowledged before me by Leo H. Warren, Helen M. Warren, Ronald L. Warren, and Deborah M. Warren Declarants, on October 19, 1998.

Witness my hand and official seal.

My commission expires 7-15-01.

Betsy Harris  
Notary Public



[SEAL]

FIRST AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
APPLE BLOSSOM HEIGHTS SUBDIVISION

THIS FIRST AMENDMENT to the Declaration of Covenants, Conditions and Restrictions of Apple Blossom Heights Subdivision is made on the date hereinafter set forth by the Lot owners of Apple Blossom Heights Subdivision.

WITNESSETH:

WHEREAS, the Lot owners of all Lots of Apple Blossom Heights Subdivision recorded a Declaration of Covenants, Conditions and Restrictions on November 25, 1998, in Book 2518 beginning at Page 870 in the records of the Mesa County Clerk and Recorder's office; and

WHEREAS, the undersigned, comprising all of the Lot owners subject to the Declaration desire to adopt amendments to the Declaration.

NOW THEREFORE, the Lot owners hereby rescind the Declaration of Covenants, Conditions and Restrictions of Apple Blossom Heights Subdivision and in its place adopt the following:

THIS DECLARATION, made on the date hereinafter set forth by LEO H. WARREN, HELEN M. WARREN, RONALD L. WARREN, AND DEBORAH M. WARREN (hereinafter "Declarants"), as the owners of certain property in the City of Grand Junction, County of Mesa, State of Colorado, which is more particularly described as:

Lots 1-6, Block 1, inclusive, Lots 1-5, Block 2, inclusive, and Lots 1-6, Block 3, inclusive, of Apple Blossom Heights, being a replat of Lot 2 of REA MINOR SUBDIVISION.

NOW THEREFORE, said Declarants hereby declare that all of the properties described above shall be re-platted as APPLE BLOSSOM HEIGHTS SUBDIVISION, a copy of which plat is attached hereto and incorporated herein and all of the lots thereof shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

Section 1. Homeowners Association. All lot owners shall be members of and subject to the Articles of Incorporation, duly enacted Bylaws and Rules of the Apple Blossom Heights Homeowners' Association, a non profit corporation. The Homeowners' Association shall govern all matters relating to the subdivision, except for matters relating to the irrigation system of the subdivision. The Homeowners Association shall organize an architectural control committee (hereafter ACC), which shall be governed by these Covenants and Restrictions and Articles and Bylaws of the Homeowners Association.

Section 2. Architectural Control. The Architectural Control Committee, hereafter referred to as ACC, shall consist of three (3) persons, who shall be lot owners in the subdivision. Each member shall serve for a period of five years. The initial ACC shall be Leo Warren, Helen Warren and Ron Warren. At least two of the initial members shall remain on the ACC until 80% of the subdivision lots are conveyed to other owners. Should any such initial member resign or become unable to act, the remaining members shall select or appoint another member to fill the vacancy. The initial ACC has the option to canvass the then present lot owners of record for successor candidates and hold an election at any time before the end of the initial committee's five (5) year term and/or subsequent to the conveyance of 80% of the lots in the subdivision. Successor ACC Members shall be elected by the highest count of the ballots received.

Section 3. Authority. The ACC shall have full and final authority. No improvement including landscaping on any lot shall be installed or erected except upon compliance by the submission of plans to and the approval thereof by the ACC. The failure of any owner to comply with this provision shall be deemed a violation of this Declaration, entitling the ACC, or any owner, to exercise enforcement powers as written in the General Provisions. No improvements shall be changed, altered or modified subsequent to approval of the ACC without first obtaining a written approval of the ACC with respect to such change, alteration or modification.

Section 4. Submission of Plans. Duplicate copies of plans and specifications relating to an improvement shall be submitted to the ACC for review and final approval. Plans and specifications shall contain, without limitation, the plot plans showing layout, including setbacks; flow and manner of surface drainage; finish and natural grade elevations showing doors, windows and exterior materials and colors; landscaping plans showing the location and types of plantings, including trees, shrubs, bushes and grass; and all other features reasonable or necessary to explaining any feature or component of the improvement or to enable the ACC to properly consider and determine approval or disapproval of such improvement. The ACC may disapprove any plans or specifications that are insufficient for it to exercise the judgment required under this Declaration. The ACC shall have the power to discourage or prohibit the construction of any dwelling or other structure which appears to be excessive in height. For the purposes of this Declaration, any dwelling or other structure which is in excess of thirty-two (32) feet in height at any point is deemed to be excessive in height.

Section 5. Approval. The ACC, by majority vote, shall approve or disapprove in writing all plans and specifications within thirty (30) days after submission. In the event the ACC fails to take any action within such thirty (30) day period, the proposed improvement shall be deemed approved.

Section 6. Building Restrictions.

A. No structure shall be erected, placed or permitted on any lot within the subdivision except for use as a single family detached residential structure. At no time shall there be more than one single family residential structure situated upon any lot. However, the combination of more than one lot or parts of contiguous lots into one building site is acceptable. For example, two lots may be used for one building site.

B. Only new buildings shall be permitted within the property and no building for occupancy shall be moved upon the property. Further, no temporary building or structure of any type whatsoever shall be used at any time for a residence, either temporary or permanent.

No mobile homes, trailer homes, or other movable structures shall be permitted as dwellings within the subdivision.

C. The total finished living area of the residence shall be a minimum of 1,700 square feet. The square footage shall be determined by using outside measurements for finished living area totally above ground, such that garages, porches, patios, basements and garden levels shall be excluded.

D. Principal buildings erected shall maintain the following minimum setbacks:

Street Setback = 45 feet from centerline of Applewood Place.

Street Setback = 20 feet from right-of-way of Maureen Court.

Side yard Setback = 7 feet from lot line.

Rear yard Setback = 30 feet from lot line.

Accessory buildings erected or placed shall follow the "Submission of Plans" provisions as outlined in Section 3, and shall maintain the following minimum Setbacks:

Side yard Setback Front ½ of lot = 7 feet from lot line.

Side yard Setback Rear ½ of lot = 3 feet from lot line.

Rear yard Setback = 10 feet from lot line.

No building shall exceed thirty-two (32) feet in height measured from original grade to the highest part of the roof.

While the foregoing setbacks comply with the requirements under the City of Grand Junction Land Development Code in effect at the time of adoption of these protective covenants and restrictions, Declarants do not guarantee that they will remain unchanged. All lot owners shall be subject to the setback requirements of the City of Grand Junction Land Development Code in effect at the time any building is to be erected. Lot owners are encouraged to confer with the City of Grand Junction Land Development Code prior to construction.

E. All principal building front faces shall be constructed of brick, manufactured veneer, stone, manufactured stone, stucco or slump rock; unfinished cinder block or cement block shall not be used for exposed walls. Principal building side and rear exterior walls shall be constructed of material the same as the building front faces or of high quality siding material approved by the ACC. No detached buildings, including, but not limited to, storage structures, shall be constructed without prior approval of the ACC. All buildings must meet or exceed the City of Grand Junction building code.

F. The roofs shall be covered with either shake or cedar or cypress shake material commonly known as split shakes, wood shingles, tile, built-up roof where approved by the ACC, or thick-butted asphalt shingles.

G. Fencing Restrictions: Owners of "Tract A" and Lots 4, 5, and 6, of Block one shall not erect fencing within Grand Valley Project's five(5) foot easement along the Easterly boundary of said lots until said easement is abandoned (after Lateral No. 2 ditch is replaced with a pipeline.), if at all. Owners of "Tract A" shall not erect fencing within Grand Valley Project's 10' wide x 20' long TURN AROUND AREA easement until said easement is abandoned, if at all. Owners of Lot 1, Block Three shall not erect fencing within or across the twelve (12) foot wide Pedestrian Easement being part of said Lot 1.

adj. lots

Fencing shall be a maximum height of six (6) feet, and shall be approved by the ACC prior to construction. All perimeter lot fencing shall be of wood, vinyl, or vinyl clad wood/metal material (concrete block material shall be expressly prohibited.) Chain link type fencing approved for dog runs shall be screened from public view with fencing material approved by the ACC. No solid fencing shall be allowed within twenty-five (25) feet of the front yard property line, nor shall such front yard fencing exceed three (3) feet in height. For example, split rail fencing would be acceptable, but a solid wood fence would not be acceptable. No such fence shall be erected without the prior approval of the ACC.

H. All landscaping of each lot which will be visible from the street or any other lot shall be completed by or on behalf of the owner of such lot, in accordance with the plans approved by the ACC, within ninety (90) days from and after the date on which the dwelling of such lot is occupied or permitted for occupancy, whichever is earlier; provided, however, for good cause, the ACC may allow a lot owner a one-time extension of time for an additional ninety (90) days in which to comply with this subparagraph. Landscaping of Lot 1 of Block Two and Lots 1 and 6, Block Three shall comply and blend with landscape plans to be approved by the City of Grand Junction for intersection sight tri-angles, and are by reference thereto made a part of this subparagraph.

Section 7. Maintenance of Lots and Improvements.

A. The owners shall keep, maintain and repair their lots and improvements, including landscaping, in a neat, cultivated, attractive and well maintained condition, free from the accumulation of trash or debris.

B. No lot shall be used as a dumping ground for rubbish. All garbage, rubbish and trash shall not be allowed to accumulate on any lot and shall be placed and kept in covered containers. All containers shall be kept so as to not be visible from neighboring property, except to make the same available for collection during regular trash collection days.

Section 8. Home Occupation and Offensive Activities.

A. No lot or the improvements situated thereon may be used for commercial purposes of any type whatsoever excepting for home occupations. For purposes of this section, "home occupations" shall mean an occupation by the resident conducted totally within the residential building which does not entail the employment of third persons on the premises and does not

entail the delivery of goods or services to customers upon the premises. For example, but not by limitation, an insurance agent may use his residence as a personal office so long as customers are not permitted to come to the residence; however, the establishment of a barber shop or a beauty shop would be prohibited.

B. No noxious or offensive trade or activity of any type whatsoever shall be carried on within any lot or improvement that shall become an annoyance or nuisance to other owners.

Section 9. Restrictions on Occupants and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. All pets shall be under the control of their owner, whether by containment on the owner's property, on a leash or under voice command. No pet shall be allowed to run at large, endanger or harass persons, property or other animals, or constitute a nuisance or annoyance to other lot owners or occupants.

Section 10. Parking.

A. All residences shall be constructed so as to provide sufficient off street parking to accommodate not less than four automobiles, inclusive of garage and driveway. The driveways shall be composed of concrete.

B. The on street parking of any vehicles by the owners, occupants or guests shall be limited to temporary parking. No vehicles of owners, occupants or guests shall be regularly or permanently parked or stored on street. Vehicular maintenance or repair which renders any vehicle inoperable for more than twenty-four (24) hours is prohibited on any street, driveway, yard or other visible location in the subdivision. No commercial vehicular repair or other repair of vehicles not owned by the lot owner shall be conducted within the subdivision.

C. All clotheslines, equipment, wood piles or storage piles shall be kept screened by adequate vegetation or fencing to conceal them from view.

D. All recreational vehicles, including trucks, campers, boats, snowmobiles, motorcycles, motorbikes or other recreational vehicles of any type that are stored on any lot shall be kept behind the principal building's front setback line, provided such stored recreational vehicles do not bar access to adjoining owners for roof eaves, water drainage and building maintenance.

E. All residences shall be constructed with a garage large enough to accommodate two passenger motor vehicles, but in no case shall be constructed to accommodate more than three passenger motor vehicles. Motor vehicle as defined herein shall include automobiles and pick-up trucks, but shall not include any commercial motor vehicle.

**Section 11. Signs.** No signs of any type shall be displayed in public view on any lot except such signs as may be required by legal proceedings or one sign of not more than six square feet advertising such lot for sale, resale, or rent.

**Section 12. Miscellaneous.**

A. No lot shall be used in any manner whatsoever to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substances, or other mineral of any kind.

B. No lot shall be further subdivided or split into other parcels.

C. No antenna or dish for transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained out of doors, except as shall be permitted by the ACC.

**Section 13. Irrigation Water**

A. The Declarants collectively own .6 class 1 water share from the Grand Valley Water Users' Association. (GVWUA). In order to provide adequate irrigation water to all of the lots within the subdivision, Declarants hereby agree to pool their water rights with the water rights of the lot owners in LESLEE MINOR SUBDIVISION, and operate a unified irrigation system for both subdivisions. Declarants, their heirs, successors and assigns, and all subsequent lot owners shall be members of the APPLE BLOSSOM HEIGHTS/LESLEE MINOR SUBDIVISION IRRIGATION COMPANY, a Colorado non profit corporation (hereafter "Irrigation Company") and subject to its Articles of Incorporation, Rules, and Bylaws.

B. Irrigation water shall be made available to each lot for use thereon through a system to be installed by the Declarants. The Declarants shall not be obligated to thereafter to maintain the system and will transfer all rights to said system to the Irrigation Company. Each lot in the subdivision shall be fed by a maximum of one pressurized tap. No alterations or repairs shall be made to any part of the subdivision's irrigation system without prior approval of the Irrigation Company's Board of Directors. Maintenance of individual taps shall be the responsibility of the lot owner which it serves.

C. The owners of all lot in APPLE BLOSSOM HEIGHTS SUBDIVISION and LESLEE MINOR SUBDIVISION shall pay the Irrigation Company equally for the cost of water, and of the cost of operation, repair and maintenance of the irrigation water system, and for any other cost which shall be determined to be a proper assessment for the operation and maintenance of the irrigation system or its related facilities. The Board of Directors of the Irrigation Company will determine the amount of assessments each year and shall notify all lot owners of both subdivisions in writing of their pro rata assessment. In the event any lot owner shall fail or refuse to pay any assessment or any other charge levied against said lot owner within sixty (60) days of notification by the Board, said amount shall become a lien on such



defaulting lot until paid, and subject only to a first lien on the lot. The Board of Directors may order a suit be brought at law or in equity against the lot owner to recover the amount of any delinquent assessment. An action at law or in equity to recover past due assessments may be commenced and pursued by the Board without foreclosing, or in any way waiving the Irrigation Company's lien therefor. Any assessment in arrears shall be charged interest at the rate of 1½% per month until paid.

D. Any lot owner who is in default for failure to pay any assessment shall not be in good standing and shall not be entitled to vote on any matter of the Irrigation Company until such past due assessment is paid in full.

Section 14. Declarant Exemption. Nothing contained in this Declaration shall be construed to prevent construction, installation or maintenance by Declarants, or their duly authorized agents or contractors, of improvements, structures or signs necessary or convenient to the development, sale, operation or other disposition of the lots or improvements situated within the Subdivision, so long as such are allowed by regulation or ordinance.

Section 15. General Provisions.

A. The covenants and restrictions of this Declaration shall run with and bind the land for a term of ten (10) years from the date that this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by Declarants at any time prior to the recording of the first deed from Declarants to an owner. After the recording of the first deed from Declarants to an owner, this Declaration may only be amended by a written instrument signed by not less than the owners of fifteen (15) lots, except that any amendment relating to irrigation water or which alters the provisions of Section 12 herein may be amended only by amending the Articles or Bylaws of the Irrigation Company. Any amendment shall not be effective until recorded in the records of the Mesa County Clerk and Recorder.

B. Each provision of this Declaration of Protective Covenants and Restrictions, and all provisions necessarily implied therefrom, shall be deemed incorporated in each deed or instrument of conveyance; be deemed accepted, ratified and declared as a personal covenant of each owner and binding thereon; be deemed and declared for the benefit of the Homeowners' Association, and Irrigation Company, and each lot owner and shall be deemed a real covenant and an equitable servitude running as a burden with and upon the title to each parcel of land.

C. Except for matters relating to the irrigation system, each provision of these Protective Covenants shall be enforceable by the ACC or any owner by proceeding for prohibitive or mandatory injunction or suit to recover damages. In connection with the rights of enforcement and remedies provided in these Protective Covenants, the prevailing party shall be entitled to recover costs and expenses, including reasonable attorney's fees.

D. The invalidation of any one of these Protective Covenants or Restrictions by judgment or court order shall in no wise affect any of the other Covenants or Restrictions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Decalrants herein, have hereunto set their hand this 14<sup>TH</sup> day of APRIL, 1999.

Leo H. Warren  
Leo H. Warren  
Helen M. Warren  
Helen M. Warren

Ronald L. Warren  
Ronald L. Warren  
Deborah M. Warren  
Deborah M. Warren

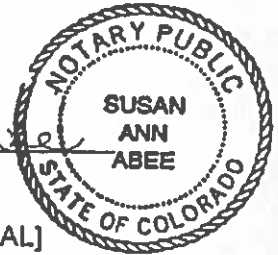
STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

Subscribed, sworn to and acknowledged before me by Leo H. Warren and Helen M. Warren on April 14, 1999.

Witness my hand and official seal.

My commission expires 10/20/2001.

Susan Ann Abbe  
Notary Public



[SEAL]

My Commission expires  
October 20, 2001

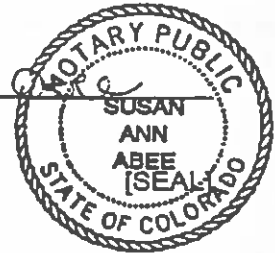
STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

Subscribed, sworn to and acknowledged before me by Ronald L. Warren and Deborah M. Warren on April 14, 1999.

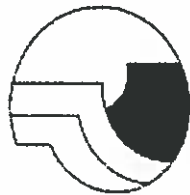
Witness my hand and official seal.

My commission expires: 10/20/2001

Susan Ann Abbe  
Notary Public



My Commission expires  
October 20, 2001

Legal description

# Mesa County

## Property Search Results

The Mesa County Assessor's Office makes every effort to collect and maintain accurate data. However, the Mesa County Assessor's Office is unable to warrant any of the information contained herein.

Parcel Number	Name	Address	Legal Description	Actual Value	Map It
2945-011-04-003	WARREN, LEO H and HELEN M WARREN	2579 APPLEWOOD PL	LOT 3 BLK 1 APPLE BLOSSOM HEIGHTS SEC 1 1S 1W	<u>\$29,200</u>	<u>MAP</u>

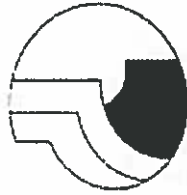
For more information, double click on the underlined text.


[MC Home Page](#)

[Assessor Main Page](#)

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Page Design Last Modified: 03 Jan 2003



# Mesa County

## Property Search Results

The Mesa County Assessor's Office makes every effort to collect and maintain accurate data. However, the Mesa County Assessor's Office is unable to warrant any of the information contained herein.

Parcel Number	Name	Address	Legal Description	Actual Value	Map It
2945-011-04-001	BURKE, MICHAEL and LAURIN BURKE	2539 APPLEWOOD PL	LOT 1 BLK 1 APPLE BLOSSOM HEIGHTS SEC 1 1S 1W	\$206,010	<a href="#">MAP</a>

For more information, double click on the underlined text.


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[Assessor Main Page](#)

[Previous Page](#)

Page Design Last Modified: 03 Jan 2003



## First American Heritage Title Company

330 Grand Avenue Grand Junction, CO 81501  
 (970) 241-8555 Fax (970) 241-0934

**TO: 2 - Leo Warren**  
**2679 Applewood Place**  
**Grand Junction, CO 81506**  
**Call to Pick Up - 243-0867**

**DATE: April 23, 2003**

**ORDER NO: 00151663**

**SELLER/BUYER: Warren & Burke/TBD**

**TAX PARCEL: 2945-011-04-001 (Parcel 1)**  
**2945-011-04-003 (Parcel 2)**

**ADDRESS: 2539 & 2579 Applewood Place**

**PLEASE FIND ATTACHED:**

- TITLE COMMITMENT
- TAX CERTIFICATE
- REVISION : \_

CHARGES (\$)	COPIES OF THE ENCLOSED DOCUMENTS HAVE BEEN DELIVERED TO:
<p><b>130.00</b>    Owner's Policy TBD            Lender's Policy            Tax Certificate(s)            Additional Parcel Fee            Form 100            Form 8.1            Form 103.1            Form 100.29            Form 100.30            Form            OEC            LEC            Other:</p>	
<p><b>\$ 130.00    TOTAL</b></p>	

***Thank You for Choosing First American Heritage Title Company***

*Your Title Examiner is: Nicole Lewis*

*Your Closer is: Title Only*

### PRIVACY PROMISE FOR CUSTOMERS

We will not reveal nonpublic personal customer information to any external non-affiliated organization unless we have been authorized by the customer, or are required by law.

*Devoted*  
 "Satisfied Customers through Superior Service by People Who Care"



## First American Heritage Title Company

330 Grand Avenue Grand Junction, CO 81501  
 (970) 241-8555 Fax (970) 241-0934

TO: 2 - Leo Warren  
 2679 Applewood Place  
 Grand Junction, CO 81506  
 Call to Pick Up - 243-0867

DATE: April 23, 2003

ORDER NO: 00151663

SELLER/BUYER: Warren & Burke/TBD

TAX PARCEL: 2945-011-04-001 (Parcel 1)  
 2945-011-04-003 (Parcel 2)

ADDRESS: 2539 & 2579 Applewood Place

PLEASE FIND ATTACHED:  <input checked="" type="checkbox"/> TITLE COMMITMENT <input type="checkbox"/> TAX CERTIFICATE <input type="checkbox"/> REVISION : _
--

CHARGES (\$)	COPIES OF THE ENCLOSED DOCUMENTS HAVE BEEN DELIVERED TO;
130.00    Owner's Policy TBD Lender's Policy Tax Certificate(s) Additional Parcel Fee Form 100 Form 8.1 Form 103.1 Form 100.29 Form 100.30 Form OEC LEC Other:	
<b>\$ 130.00    TOTAL</b>	

***Thank You for Choosing First American Heritage Title Company***

Your Title Examiner is: **Nicolle Lewis**

Your Closer is: **Title Only**

### PRIVACY PROMISE FOR CUSTOMERS

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*Devoted*  
 "Satisfied Customers through Superior Service by People Who Care"

COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
*FIRST AMERICAN HERITAGE TITLE COMPANY*

agent for

FIRST AMERICAN TITLE INSURANCE COMPANY

AGREEMENT TO ISSUE POLICY

FIRST AMERICAN TITLE INSURANCE COMPANY, referred to in this Commitment as the Company, through its agent, identified above, referred to in the Agreement as the Agent, agrees to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment date, our obligation under this Commitment will end. Also our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions on the reverse side of this page.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

*First American Title Insurance Company*

BY *Gary L. Keruett* PRESIDENT

BY *Mark R. Amos* SECRETARY

BY *Jenny Johnson* COUNTERSIGNED



The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



## CONDITIONS

### 1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section 2 may be amended to show any defects, liens or encumbrances that appear for the first time in public records or are created or attached between the Commitment Date and the date on which all of the Requirements of Schedule B - Section 1 are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section 1

or

eliminate with our written consent any Exceptions shown in Schedule B - Section 2.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

**SCHEDULE A**

1. Effective Date: **March 27, 2003 at 8:00 a.m.**

Commitment No.: **00151663**

2. Policy or Policies to be issued: Amount

(a)  **ALTA 1992 Owner's Policy** **\$TO COME**

Proposed Insured:

**To Be Determined**

(b)  **None** **\$**

Proposed Insured:

(c)  **None** **\$**

Proposed Insured:

3. The estate or interest in the land described or referred to in this commitment and covered herein is **fee simple** and title thereto is at the effective date hereof vested in:

**Michael Burke and Laurin Burke, as Joint Tenants, as to Parcel 1 and Leo H. Warren and Helen M. Warren, as Tenants in Common, as to Parcel 2**

4. The land referred to in this commitment is situated in the State of Colorado, County of Mesa, and is described as follows:

**PARCEL 1**

**Lot 1 in Block 1 of  
Apple Blossom Heights**

**PARCEL 2**

**Lot 3 in Block 1 of  
Apple Blossom Heights**

**SCHEDULE B - Section 1  
Requirements**

**No. 00151663**

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

1. Deed from Michael Burke and Laurin Burke and Leo H. Warren and Helen M. Warren to grantees to be determined.

NOTE: This Commitment is subject to such additional Requirements and/or Exceptions which may be necessary once the identity of the Purchaser is disclosed.

Item (c) Delivery of the following documents, if any, to the Company for its review and approval, which documents are not required to be filed of record.

There is a Colorado law, as set forth in Section 10-11-122 of the Colorado Revised Statutes, which reads as follows: (1) Every title insurance agent or title insurance company shall provide, along with each title commitment issued for the sale of residential property as defined in section 39-1-102 (14.5), C.R.S., a statement disclosing the following information: (a) That the subject real property may be located in a special taxing district: (b) That a certificate of taxes due listing each taxing jurisdiction shall be obtained from the county treasurer or the county treasurer's authorized agent: (c) That information regarding special districts and the boundaries of such districts may be obtained from the board of county commissioners, the county clerk and recorder, or the county assessor.

**SCHEDULE B - Section 2  
Exceptions**

**No. 00151663**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

Any loss or damage, including attorney fees, by reason of the matters shown below:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
2. Easements or claims of easement which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any other facts which a correct survey would disclose, and which are not shown by public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
6. Taxes and assessments, now a lien or payable.
7. Any water rights or claims or title to water in, on or under the land.
8. Homeowners association assessments, now due and payable.  
NOTE: This Exception will not appear on the policy(ies) to be issued hereunder once First American Title Insurance Company has been furnished evidence from the association that all assessments have been paid through the date of the policy.
9. Any assessments not certified to the Treasurer.
10. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded February 7, 1916, in Book 163 at Page 539.
11. Right of the Proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as reserved in United States Patent recorded February 7, 1916, in Book 163 at Page 539.
12. Utility easement as granted to Grand Valley Rural Power Lines Inc. in instrument recorded December 6, 1938 in Book 373 at Page 436.
13. Terms, conditions, provisions and restrictions of that certain Mesa County Development Permit recorded July 27, 1994, in Book 2088 at Page 523.
14. Development Improvements Agreement, recorded May 12, 1998, in Book 2439 at Page 1.
15. Terms, conditions, provisions and restrictions of that certain Relinquishment to Right-of-Way Easement recorded October 16, 1998, in Book 2501 at Page 11.
16. Avigation easement as granted to Walker Field, Colorado, Public Airport Authority by instrument recorded November 25, 1998, in Book 2518 at Page 868.

**SCHEDULE B - Section 2(continued)  
Exceptions**

**No. 00151663**

17. Covenants, conditions and restrictions none of which contain a forfeiture or reverter clause, but omitting restrictions, if any, based on race, color, religion or national origin, as contained in instrument recorded November 25, 1998, in Book 2518 at Page 870, and as amended by instrument recorded April 19, 1999, in Book 2576 at Page 831.
18. Easements as shown on recorded Plat of said Subdivision.
19. Notes on Plat of said Subdivision, as set forth on copy attached hereto.
20. Minimum building setback restrictions as noted on the Plat of said Subdivision.
21. Any claims that may arise by reason of encroachment by any boundary fences along the property lines of subject property.
22. Deed of Trust from Leo H. Warren and Helen Warren to the Public Trustee of Mesa County for the benefit of Grand Valley National Bank to secure an original principal indebtedness in the amount of: \$296,167.50 dated : May 27, 1998 recorded : June 1, 1998, in Book 2446 at Page 776. (Affects Parcel 2)
23. Deed of Trust from Michael Burke and Laurin Burke to the Public Trustee of Mesa County for the benefit of Leo H. Warren and Helen Warren to secure an original principal indebtedness in the amount of: \$46,000.00 dated : August 27, 2002 recorded : August 28, 2002, in Book 3141 at Page 526. (Affects Parcel 1)

# City of Grand Junction GIS Zoning Map

**Airport Zones**

- AIRPORT ROAD
- CLEAR ZONE
- CRITICAL ZONE
- RUNWAY 22
- RUNWAY 29
- TAXI WAY

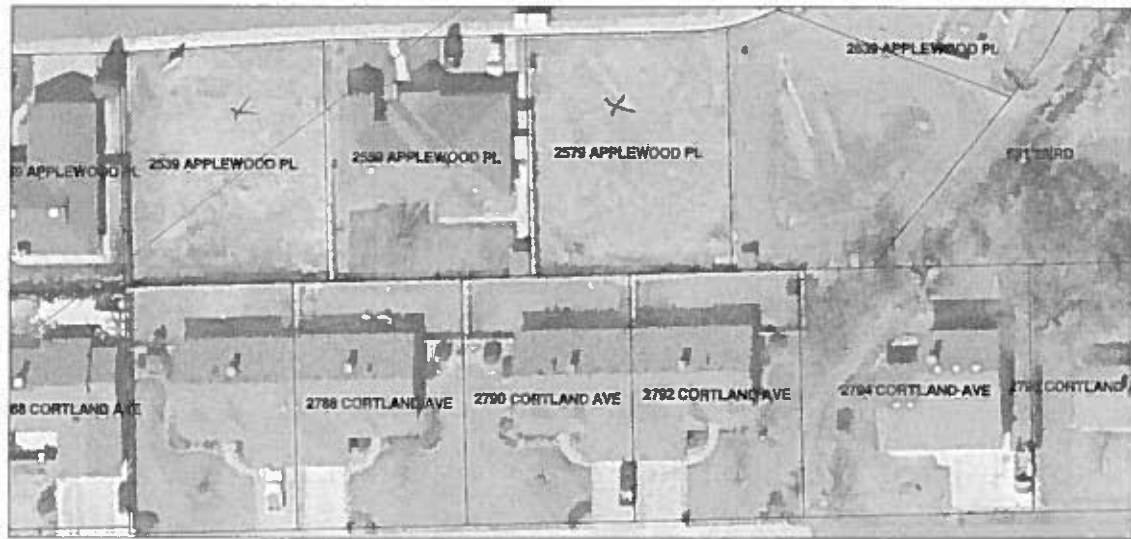
**Parcels**

- Address Label

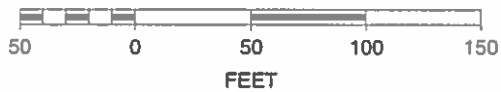
**Highways**

- City Limits Boundary
- Grand Junction

**Air Photos**



SCALE 1 : 994



# REVIEW COMMENTS

Page 1 of 3  
May 19, 2003

FILE #CUP-2003-081

TITLE HEADING: Burke/Warren Fence

LOCATION: 2539 & 2579 Applewood Place

PETITIONER: Leo Warren & Michael Burke

PETITIONER'S ADDRESS/TELEPHONE: 2792 Cortland Avenue & 2588 Galley Lane  
243-0867 & 210-0621

STAFF REPRESENTATIVE: Ronnie Edwards

**NOTE: THE PETITIONER IS REQUIRED TO SUBMIT & LABEL A RESPONSE TO COMMENT FOR EACH AGENCY OR INDIVIDUAL WHO HAS REQUESTED ADDITIONAL INFORMATION OR REVISED PLANS, & A COPY FOR THE CITY, ON OR BEFORE 5:00 P.M., AUGUST 19, 2003.**

## CITY COMMUNITY DEVELOPMENT

5/13/03

Ronnie Edwards

256-4038

1. Provide proof of approved permit for existing fence. It does not appear to be in City records.
2. Provide a description of the fence material and/or provide an elevation drawing.
3. Trees and other vegetation would be a better alternative. Two separate strips of 8' fence does not appear to enhance said properties or enhance the privacy of neighboring occupants, which is one of the criteria for a Conditional Use Permit.
4. Page 3 of the Subdivision Covenants specifically states that fencing shall be a maximum of 6' in height, made of a particular material and be pre-approved by the ACC. Adjacent lots have restrictions on building fences in the drainage easement. An amendment would have to be applied for and approved according to the standards written in the Covenants before this application can be reviewed.
5. Section 2.13.C of the Zoning and Development Code states that an application for a Conditional Use Permit shall demonstrate that the proposal complies with all review criteria. Staff cannot support this proposal as all the criteria have not been met.

## CITY DEVELOPMENT ENGINEER

5/3/03

Rick Dorris

256-4034

None.

## CITY CODE ENFORCEMENT

5/7/03

Ron Sommerhause

256-4123

No comment.



# REVIEW COMMENTS

Page 1 of 3  
May 19, 2003

FILE #CUP-2003-081

TITLE HEADING: **Burke/Warren Fence**

LOCATION: 2539 & 2579 Applewood Place

PETITIONER: Leo Warren & Michael Burke

PETITIONER'S ADDRESS/TELEPHONE: 2792 Cortland Avenue & 2588 Galley Lane  
243-0867 & 210-0621

STAFF REPRESENTATIVE: *243-6276 Michael*  
Ronnie Edwards

**NOTE: THE PETITIONER IS REQUIRED TO SUBMIT & LABEL A RESPONSE TO COMMENT FOR EACH AGENCY OR INDIVIDUAL WHO HAS REQUESTED ADDITIONAL INFORMATION OR REVISED PLANS, & A COPY FOR THE CITY, ON OR BEFORE 5:00 P.M., AUGUST 19, 2003.**

## CITY COMMUNITY DEVELOPMENT

5/13/03

Ronnie Edwards

256-4038

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## CITY DEVELOPMENT ENGINEER

5/3/03

Rick Dorris

256-4034

None.

## CITY CODE ENFORCEMENT

5/7/03

Ron Sommerhause

256-4123

No comment.

**REVIEW COMMENTS / CUP-2003-000 / PAGE 2 of 2**

**MESA COUNTY BUILDING DEPARTMENT**

**5/5/03**

**Bob Lee**

**244-1656**

---

No objections to the application. A building permit is required for fences over 6' in height. Submit a design on the proposed fence with the permit application.

**GRAND VALLEY WATER USERS**

**5/19/03**

**Richard Proctor**

**242-5065**

---

Grand Valley Water Users' Association (GVWUA) has studied the review information provided by the City of Grand Junction on the subject proposal.

GVWUA has no specific concerns about the subject proposal except to state that the 20 foot wide Grand Valley Project easement is for the GVWUA Lateral 2B, a buried irrigation water pipeline and that no permanent structures may be placed on the easement. In addition, the Utility Notification Center of Colorado needs to be contacted at least 48 hours prior to any digging that may be done for this project.

Thank you for the opportunity to make comments. Please call GVWUA at 242-5065 if there are any questions.

Comments not available as of 5/19/03:

City Attorney

## MICHAEL BURKE

---

2588 Galley Lane  
Grand Junction, CO  
81505  
Phone: (970) 243-6276  
Fax: (970) 243-6276  
Cell: (970) 210-0621  
sierrahomes1@msn.com

RECEIVED  
JUL 10 2003  
COMMUNITY DEVELOPMENT  
DEPT.

July 10, 2003

### Reply To Review Comments For Burke/Warren Fence

#### CITY COMMUNITY DEVELOPMENT

##### Ronnie Edwards

1. The fences behind 2539 and 2579 Applewood Place were not constructed for those properties. The fences were installed in 1994 for 2786, 2788, 2790, and 2792 Cortland Avenue, which are the properties behind 2539, and 2579 Applewood Place. Those properties were not annexed into the city until July 6, 1997. So therefore the fences did not require a permit for construction.
2. Attached is an elevation drawing of the proposed fence, recommended by Vista Engineering.
3. Trees and other vegetation are not a better alternative. The couple who bought 2539 Applewood Place are in their late seventies and early eighties. We offered to buy trees and other vegetation, but they denied our offer due to the fact that trees, especially that many trees would create a great deal of extra yard work and maintenance. Also, there is only 25ft of backyard, planting trees next to the fence would take up approximately 15-20ft of the backyard once the vegetation is mature, leaving no space for enjoyment of the backyard. Planting foliage would take years of growth to create the privacy that an eight foot fence would provide, which the owners cannot afford, due to their age. The trees would create a problem for Grand Valley Water due to the 20ft easement in the backyard. The fence is on the edge of the easement and the trees would have to be planted 10ft from the fence to leave room for growth, which is the center of the easement. If Grand Valley Water had to make a repair in the easement the trees would be destroyed, because the roots of the trees and the trees themselves would be in the way of the pipes underground. New trees would have to be planted. The fence is on the edge of the easement, not inside the easement, therefore not in the way. We provided pictures with the application for the CUP. If you look at them you will notice that the neighbor's windows are the total view out of the back of the house and from the porch and backyard. In fact you can see through the neighbor's windows into their front yard and onto Cortland Avenue. We

measured up to eight feet before we applied for the CUP to see if an eight foot fence would fix the privacy problem. At eight feet approximately 75 to 100 percent of the neighbor's windows are covered, depending whether you are in the front of the house, in the rear of the house, on the porch, or in the backyard. The privacy problem is solved for both 2539, and 2579 Applewood Place and their rear adjoining neighbors if the eight foot fence is approved.

4. Attached is a notarized amendment to the Subdivision Covenants for an eight foot fence.
5. Response noted. All criteria have been met with this reply to your review comments.

#### **CITY DEVELOPMENT ENGINEER**

**Rick Dorris**

Comment noted.

#### **CITY CODE ENFORCEMENT**

**Ron Sommerhause**

Comment noted.

#### **MESA COUNTY BUILDING DEPARTMENT**

**Bob Lee**

Comments noted. Will obtain the permit when the project is approved. Attached is a design for the proposed fence.

#### **GRAND VALLEY WATER USERS**

**Richard Proctor**

Comments noted. GVVUA will be contacted at least 48 hours prior to any digging done on this project. Attached is a detailed drawing of the support wall and fence that will be built on the property line between Leslee Minor Subdivision and 2539, 2579 Applewood Place.

# GRAND VALLEY WATER USERS ASSOCIATION

GRAND VALLEY PROJECT, COLORADO

1147 24 Road (970) 242-5065 FAX (970) 243-4871  
GRAND JUNCTION, COLORADO 81505

July 28, 2003

Ronnie Edwards  
Associate Planner  
Community Development Department  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501-2668

RECEIVED  
JUL 29 2003  
COMMUNITY DEVELOPMENT  
DEPT.

Re: CUP-2003-081

Dear Ms. Edwards:

When Grand Valley Water Users' Association (GVWUA) first reviewed the subject Conditional Use Permit (CUP), there was no mention that the construction of a concrete retaining wall was part of the planned fence installation. In its letter dated May 12, 2003, GVWUA made the comment "that no permanent structures may be placed on the easement" which covers GVWUA's Lateral 2B pipeline.

Since then, Mr. Michael Burke has contacted the GVWUA and explained his intended construction plans for the fence which he wants to place upon the proposed concrete wall described as a fence foundation. Mr. Burke has also submitted a hand-drawn drawing to depict how he would construct the concrete foundation and fence and where it would be located in reference to the property line.

Although the concrete foundation can be deemed to be a "permanent structure", it will be placed on the extreme southside (outside) edge of the 20 foot wide GVWUA Lateral 2B Pipeline Easement as shown on the Apple Blossom Heights Final Plat. Therefore, GVWUA will allow the construction of said concrete fence foundation along the south edge of its easement provided that (1) the concrete fence foundation be constructed so that its centerline is centered on the common rear property lines of the lots known as 2539 Applewood Place and 2579 Applewood Place and the common rear property lines of those affected lots of the Leslee Minor Subdivision and that (2) no part of the concrete fence

Page 2  
CUP-2003-081  
July 28, 2003

foundation is to extend farther than eight (8) inches into the GWVUA Irrigation Lateral 2B Easement as shown on the Apple Blossom Heights Final Plat.

Thankyou for the opportunity to provide comments on this subject CUP. Please call GWVUA at 242-5065 if there are any questions.

Sincerely,

A handwritten signature in cursive script that reads "Richard Proctor".

Richard L. Proctor, Manager

xc: Michael Burke



# CITY OF GRAND JUNCTION

Community Development Dept. • 250 N. 5<sup>th</sup> Street • Grand Junction, CO 81501

Date: July 29, 2003

Applicant: Michael Burke  
Representative:

The following item (Burke/Warren Fence Permit – CUP-2003-081) has been scheduled for Planning Commission on August 12, 2003.

A sign(s) advertising the Public Hearing will be required to be posted no later than this Friday, 8/1/03. The signs are available at the Community Development Department. A \$50.00 deposit is required for a Public Hearing sign. The deposit will be refunded, in full, if the sign(s) is/are returned within 5 working days after the final meeting. A sign is required to be placed facing each road(s) that abuts the project site.

The Staff Report for the project will be available for pick-up after 4 P.M. on Thursday, July 31, 2003.

Please contact the project planner, Ronnie Edwards, at (256-4038, [rhondae@ci.grandjct.co.us](mailto:rhondae@ci.grandjct.co.us)) if you have any questions relating to this notice.

cc: CUP-2003-081

7000 1670 0030 0684 8206

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Sent To: <i>Michael Burke</i>	
Street, Apt. No. or PO Box No. <i>2588 Bailey Lane</i>	
City, State, ZIP+4 <i>Grand Junction, CO 81505</i>	

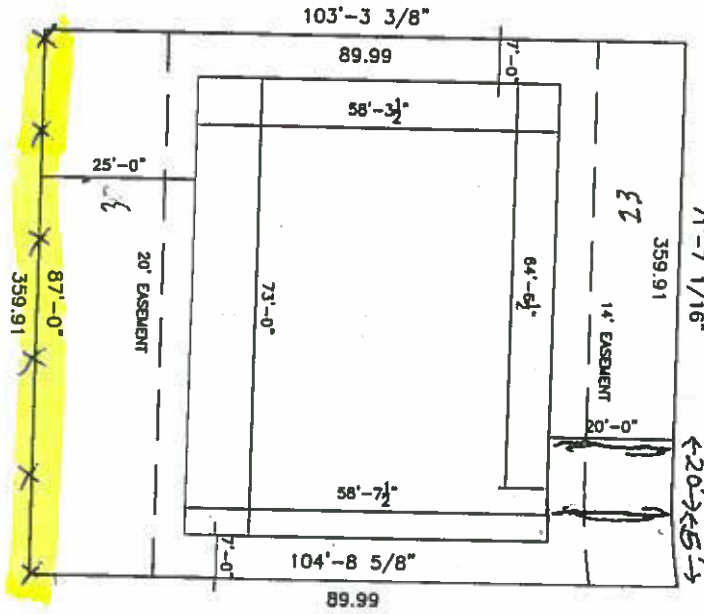
Postman Here

PS Form 3800, May 2000 See Reverse for Instructions

2579

# APPLEWOOD PLACE

LOT 3  
BLOCK 1  
8,993 SQ. FT.



"X" marks location of proposed Fence Raise

(Area is also highlighted)

**NOTE:**  
BUILDER TO VERIFY  
ALL SETBACK AND EASEMENT  
ENCROACHMENTS PRIOR  
TO CONSTRUCTION

ee  
am  
3/3/03

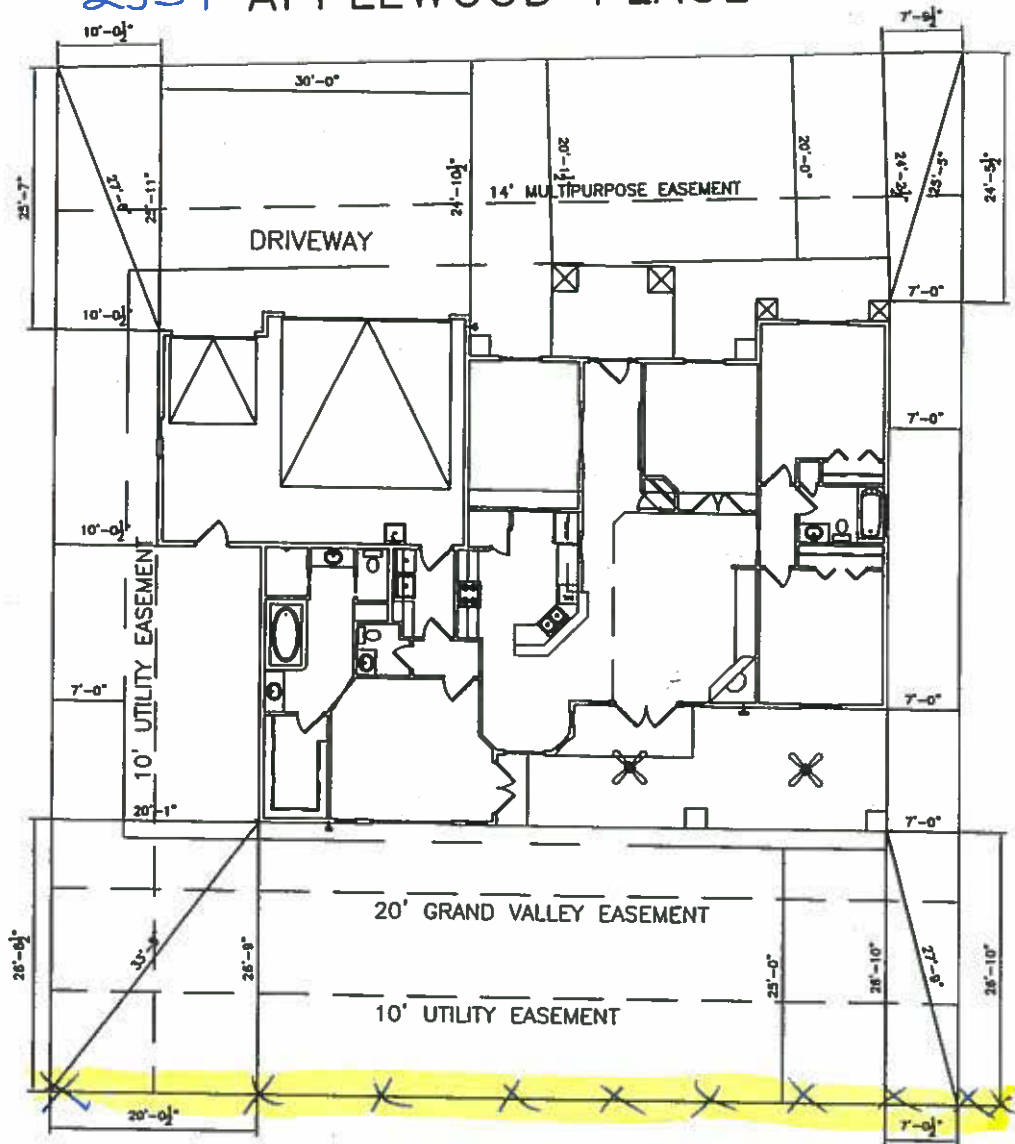


3-3-03  
**ACCEPTED** *Gayleen Henderson*  
ANY CHANGE OF SETBACKS MUST BE  
APPROVED BY THE CITY PLANNING  
DEPT. IT IS THE APPLICANT'S  
RESPONSIBILITY TO PROPERLY  
LOCATE AND IDENTIFY EASEMENTS  
AND PROPERTY LINES.



DRIVE OK  
 4/11/02  
 2539 APPLEWOOD PLACE

9-5-02  
 ACCEPTED *Gayle Henderson*  
 ANY CHANGE OF SETBACKS MUST BE APPROVED BY THE CITY PLANNING DEPT. IT IS THE APPLICANT'S RESPONSIBILITY TO PROPERLY LOCATE AND IDENTIFY EASEMENTS AND PROPERTY LINES.



**NOTE:**  
 BUILDER TO VERIFY ALL SETBACK AND EASEMENT ENCROACHMENTS PRIOR TO CONSTRUCTION

**NOTE:**  
 SETBACKS DRAWN ARE PER INFORMATION PROVIDED BY OWNER

"X" Marks Area/location of proposed Fence raise.  
 (Also high lighted)

MICHAEL BURKE

Keep for record

August 11, 2003

Dear Friend,

In April of this year (2003) Leo Warren and Michael burke applied for a conditional use permit. The purpose of this application was to raise the fences on the rear property line of 2539 & 2579 to a height of 8'. Our intent is to help secure privacy for these residents as well as their neighbors. As you may have noticed the back yards of these properties are severely sloped , so the raised fences will have the appearance of a 6' fence.

I am asking the residents "home owners" of Apple Blossom Heights and the neighbors "Cortland Sub. and Leslee Minor Sub." of 2539 and 2579 Apple Wood Pl. to sign this letter. By signing this letter You are agreeing that 2539 and 2579 Applewood Pl. need the rear property line fences raised to 8' for privacy and that it will in no way take away from the beauty or integrity of this community.

Sincerely,

*Michael J. Burke*  
Michael J. Burke

*Leo Warren 2679 Applewood*

*Howell Stevenson Rector at 2786 Cortland Ave.*

*There is no privacy. they look down on this property into our bedroom window.*

*Bob Ford - owner 2559 Applewood*

*Kip - owner 2556 Applewood Place*

*Byron M. Styr - owner 2639 Applewood Place*

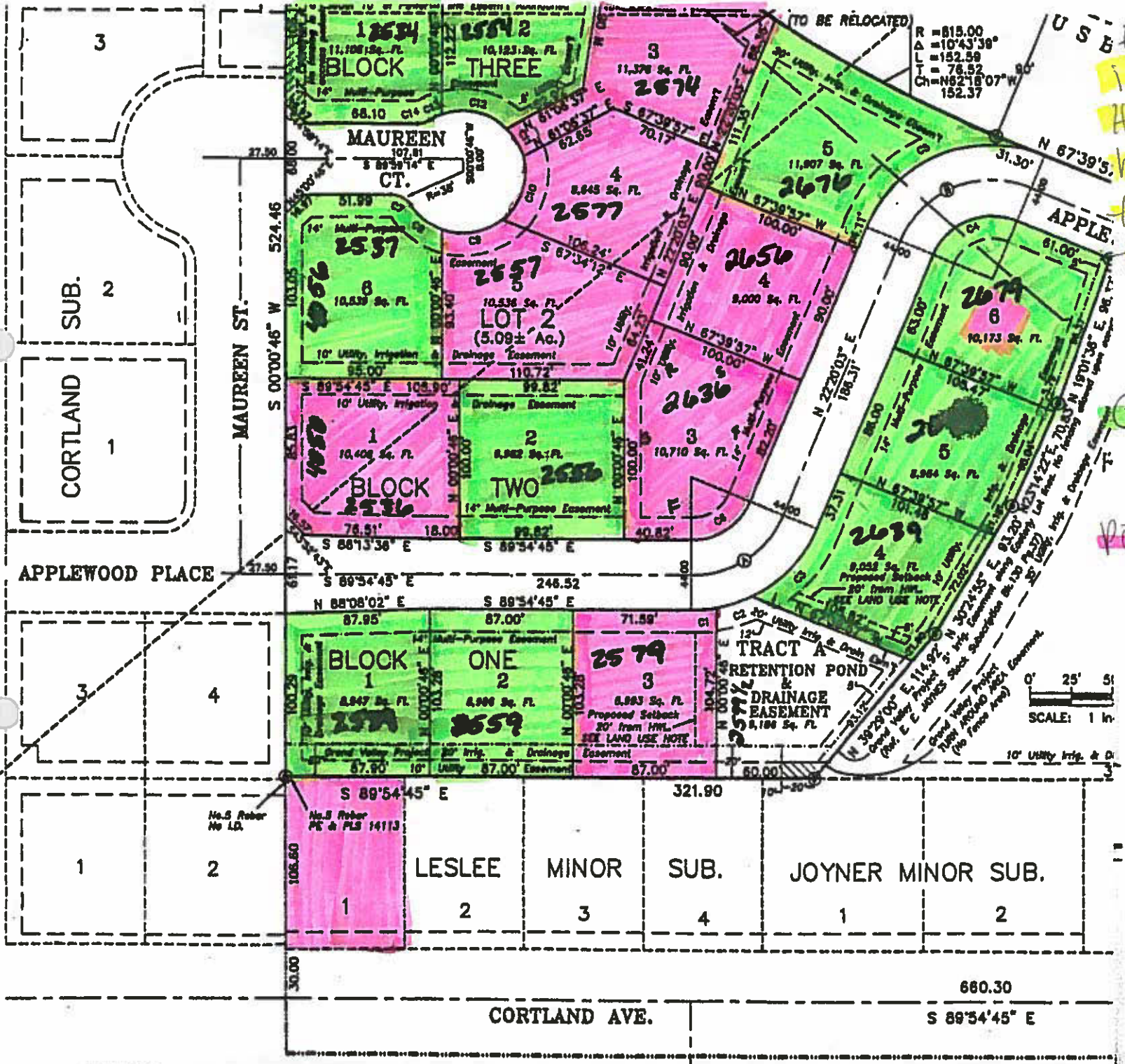
*Raymond E. & Shana S. Lynch owner 2676 Applewood #*

*Frank & Louise Spakey - owner 2554 MAUREEN CT.*

*Sam Gattuso 2537 MAUREEN CT.*

*Jim & Terri Lanham 2537 MAUREEN CT.*

*Shirley Cates - 2659 Applewood Place.*



Every Resident  
in the Apple Blossom  
Heights Subdivision  
has approved of  
the raising of  
the fence.

Green-Residents/  
Home owners

Pink-Properties  
Owned By  
Leo Warren

R = 815.00  
Δ = 10°43'39"  
L T = 152.59  
Ch = N62°18'07" W  
152.37

SCALE: 1 in.  
0 25' 51'

CORTLAND AVE.

S 89°54'45" E

No. 5 Reber  
No. 10.

No. 3 Reber  
PE & PLS 14113

1

2

1

2

3

4

1

2

LESLEE MINOR SUB.

MINOR SUB.

JOYNER MINOR SUB.

680.30



PP densities of

Vista del Norte  
PR 2

Ptarmigan Estates

PR planned zone w/  
lot sizes of .3 to 1 acre  
size

Knolls Sub

on Ridge Dr - RSF-4  
Fil. 1  
but

Fil. #2  
\*Fil #3

PR 2.7

Fil 4 = 2.5

July 10, 2003

**Reply To Review Comments For Burke/Warren Fence**

**CITY COMMUNITY DEVELOPMENT**

**Ronnie Edwards**

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2. Attached is an elevation drawing of the proposed fence, recommended by Vista Engineering.
3. Trees and other vegetation are not a better alternative. The couple who bought 2539 Applewood Place are in their late seventies and early eighties. We offered to buy trees and other vegetation, but they denied our offer due to the fact that trees, especially that many trees would create a great deal of extra yard work and maintenance. Also, there is only 25ft of backyard, planting trees next to the fence would take up approximately 15-20ft of the backyard once the vegetation is mature, leaving no space for enjoyment of the backyard. Planting foliage would take years of growth to create the privacy that an eight foot fence would provide, which the owners cannot afford, due to their age. The trees would create a problem for Grand Valley Water due to the 20ft easement in the backyard. The fence is on the edge of the easement and the trees would have to be planted 10ft from the fence to leave room for growth, which is the center of the easement. If Grand Valley Water had to make a repair in the easement the trees would be destroyed, because the roots of the trees and the trees themselves would be in the way of the pipes underground. New trees would have to be planted. The fence is on the edge of the easement, not inside the easement, therefore not in the way. We provided pictures with the application for the CUP. If you look at them you will notice that the neighbor's windows are the total view out of the back of the house and from the porch and backyard. In fact you can see through the neighbor's windows into their front yard and onto Cortland Avenue. We

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5. Response noted. All criteria have been met with this reply to your review comments.

#### **CITY DEVELOPMENT ENGINEER**

**Rick Dorris**

Comment noted.

#### **CITY CODE ENFORCEMENT**

**Ron Sommerhause**

Comment noted.

#### **MESA COUNTY BUILDING DEPARTMENT**

**Bob Lee**

Comments noted. Will obtain the permit when the project is approved. Attached is a design for the proposed fence.

#### **GRAND VALLEY WATER USERS**

**Richard Proctor**

Comments noted. GVVUA will be contacted at least 48 hours prior to any digging done on this project. Attached is a detailed drawing of the support wall and fence that will be built on the property line between Leslee Minor Subdivision and 2539, 2579 Applewood Place.

# GRAND VALLEY WATER USERS ASSOCIATION

GRAND VALLEY PROJECT, COLORADO

1147 24 Road (970) 242-5065 FAX (970) 243-4871  
GRAND JUNCTION, COLORADO 81505

July 28, 2003

Ronnie Edwards  
Associate Planner  
Community Development Department  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501-2668

**RECEIVED**  
JUL 29 2003  
COMMUNITY DEVELOPMENT  
DEPT.

Re: CUP-2003-081

Dear Ms. Edwards:

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Page 2  
CUP-2003-081  
July 28, 2003

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Thankyou for the opportunity to provide comments on this subject CUP. Please call GVWUA at 242-5065 if there are any questions.

Sincerely,

A handwritten signature in cursive script that reads "Richard Proctor".

Richard L. Proctor, Manager

xc: Michael Burke

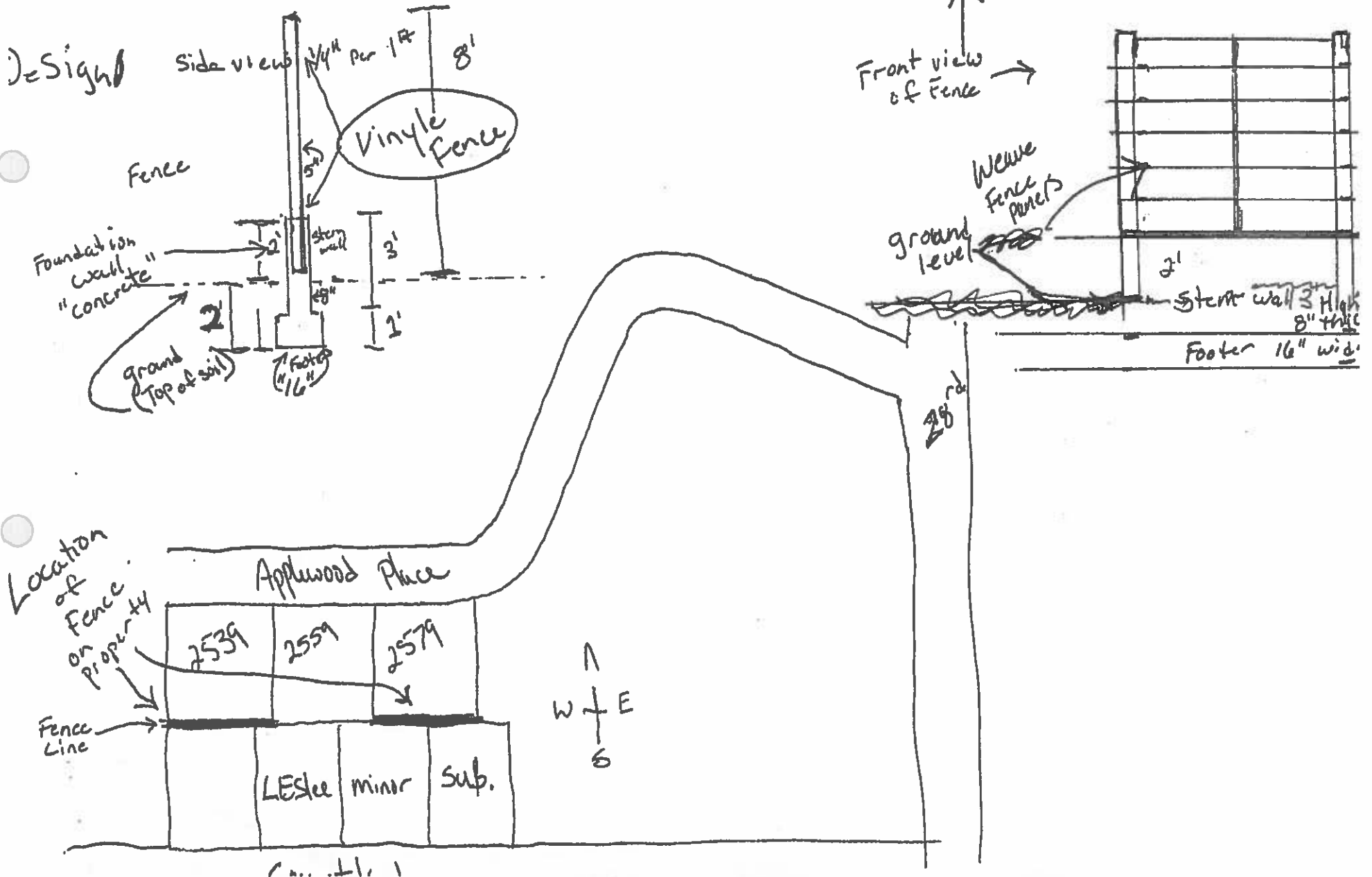


Proposed design & position of fence

Fence will only run East and west Along Leslie minor sub & Apple blossom Heights sub)

~~Fence & support~~

Fence Foundation & Fence will run centered on property line Between Leslie minor & Apple Blossom Heights



AGENDA TOPIC: Conditional Use Permit, CUP-2003-081, Burke/Warren Fence

ACTION REQUESTED: Approval of a Conditional Use Permit (CUP)

BACKGROUND INFORMATION					
Location:		2539 and 2579 Applewood Place			
Applicants:		Leo Warren and Michael Burke			
Existing Land Use:		Single Family Residential			
Proposed Land Use:		Single Family Residential			
Surrounding Land Use:	North	Single Family Residential			
	South	Single Family Residential			
	East	Single Family Residential			
	West	Single Family Residential			
Existing Zoning:		RSF-4			
Proposed Zoning:		RSF-4			
Surrounding Zoning:	North	RSF-4			
	South	PD (Applecrest Subdivision with a density of 8 du/ac)			
	East	RSF-4			
	West	PD (Cortland Subdivision with a density of 4.2 du/ac)			
Growth Plan Designation:		Residential Medium (4-8 du/ac)			
Zoning within density range?		X	Yes		No

**PROJECT DESCRIPTION:** Request for approval of a Conditional Use Permit in order to construct an 8' fence on rear property line in an RSF-4 zone district.

**RECOMMENDATION:** Recommend denial finding the project is inconsistent with the Growth Plan and Section 2.13 of the Zoning and Development Code.

## ANALYSIS:

### 1. Background:

The subject parcels are Lot 1 and Lot 3 of Apple Blossom Heights Subdivision, which was recorded November 25, 1998. It was zoned and developed RSF-4 (Residential Single Family with a density not to exceed four units per acre) after the property was annexed in July of 1997.

The proposal is to construct an 8' fence on the rear property line, replacing an existing 5'6" fence. The existing fence was constructed while still under Mesa County jurisdiction, which did not require a permit. The proposed placement of the fence is a boundary line also shared with Grand Valley Water Users Association (GVWUA) for their 20' irrigation/drainage easement. The request to construct an 8' fence is due in part by the sloped grade created by this drainage.

The elevation drawing provided by the applicant shows a 6' fence on top of a 2' foundation footer and a 2' retaining wall, which contains an open space at ground level for drainage purposes. Staff was originally told by the Building Department and GVWUA that this type of construction with a retaining wall constitutes a "permanent structure" by definition. The drawing provided depicts the footer and wall centered on the rear property line, resulting in an encroachment onto the easement, and permanent structures are not allowed in easements. A letter was received by Staff from GVWUA and is included in this report. They have discussed this issue with the applicant and appear to be in agreement and they do not believe that the encroachment will affect existing or future conditions.

### 2. Consistency with the Growth Plan:

Policy 10.4 states that the City will encourage development designs that enhance the sense of neighborhood. Two sections of 8' height fence separated by 87' of 5'6" fencing, which is the width of Lot 2, does not appear to enhance said properties or sense of neighborhood.

### 3. Section 2.13.C of the Zoning and Development Code:

Requests for a Conditional Use Permit must demonstrate that the proposed development will comply with all of the following:

- a. All applicable site plan review criteria in Section 2.2.D.4 of the Zoning and Development Code and with the SIDD, TEDS and SWIM Manuals.

- c. The use-specific standards established in Chapters Three and Four of the Zoning and Development Code

Section 4.1.J.1.f states that fences within a required principal structure setback exceeding six feet in height, require a conditional use permit per Section 2.13 of the Zoning and Development Code. In this particular case, the proposed fence being placed on property line constitutes being in the setback.

- d. Other uses complementary to, and supportive of, the proposed project shall be available including, but not limited to, schools, parks, hospitals, business and commercial facilities, and transportation facilities.

Not applicable to this proposal.

- e. Compatibility with and protection of neighboring properties through measures such as:

- 1) Protection of privacy

Proposed fencing could create privacy for the individual lot owners, but this also could be achieved with constructing away from the sloped drainage area with a regular height fence and eliminating the retaining wall.

- 2) Protection of use and enjoyment

This proposal is not required for the use and enjoyment of said properties.

- 3) Compatible design and integration

This proposal does not integrate into the existing design of the subdivision fencing.

- 4) Home Owners Association Covenants

The proposal was not in compliance with the Apple Blossom Heights Subdivision adopted Covenants at the time of submittal. With the response to comments, the applicant provided a second amendment to the Covenants to specifically allow 8' fencing for only the subject properties, including the parcel between them. After further research, the documents provided appear to be not acceptable as the Covenants explicitly state that amendments must be by written instrument and signed by

#### Section 2.2.D.4

- 1) Adopted plans and policies such as the Growth Plan, applicable corridor or neighborhood plans, the major street plan, trails plan and the parks plan

This particular plans do not address fencing concerns of this type, thus this criteria is not applicable.

- 2) Conditions of any prior approvals

There are no previous conditions of approval for subject properties.

- 3) Other Code requirements including rules of the zoning district, applicable use specific standards of Chapter Three of the Zoning and Development Code and the design and improvement standards of Chapter Six of the Code.

To meet this criteria, the applicant would be required to obtain a fence permit along with a building permit prior to construction of any fence over 6' in height.

- 4) Quality site design practices

As previously stated, fencing of different heights adjacent to each other along the same property within the same subdivision does not appear to be a quality site design.

#### SIDD Manual

Documents provided meet City submittal standards & requirements.

#### TEDS Manual

Not applicable for this proposal. TEDS requirements concerning fences refer only to front yard situations, including sight triangles at intersections.

#### SWIM Manual

Not applicable to this proposal.

- b. The underlying zoning district's standards established in Chapter Three of the Zoning and Development Code

Not applicable to this proposal.

not less than the owners of 15 lots. Mesa County Assessor's records depict that only 8 lots are owned by the signers of the document.

This separate section is being brought forth for informational purposes, as only the Home Owners Association can enforce their covenants.

#### FINDINGS OF FACT/CONCLUSIONS

After reviewing the Burke/Warren Fence application, CUP-2003-081, for a Conditional Use Permit, staff recommends that the Planning Commission make the following findings of fact and conclusions:

1. The requested Conditional Use Permit is not consistent with the Growth Plan. *Policy 10.4*
2. The review criteria in Section 2.13.C of the Zoning and Development Code have not all been met.

#### STAFF RECOMMENDATION:

Staff recommends that the Planning Commission deny the requested Conditional Use Permit, CUP-2003-081, with the findings and conclusions listed above.

#### RECOMMENDED PLANNING COMMISSION MOTION:

Mr. Chairman, on Conditional Use Permit, CUP-2003-081, I move that we deny the Conditional Use Permit, with the Findings of Fact/Conclusions listed above.

#### Attachments:

Vicinity Map  
Aerial Photo  
Growth Plan Map  
Zoning Map  
Letter of Approval from GVVUA  
Covenant Amendment  
General Project Report

**Planning Commission**

**August 12, 2003**

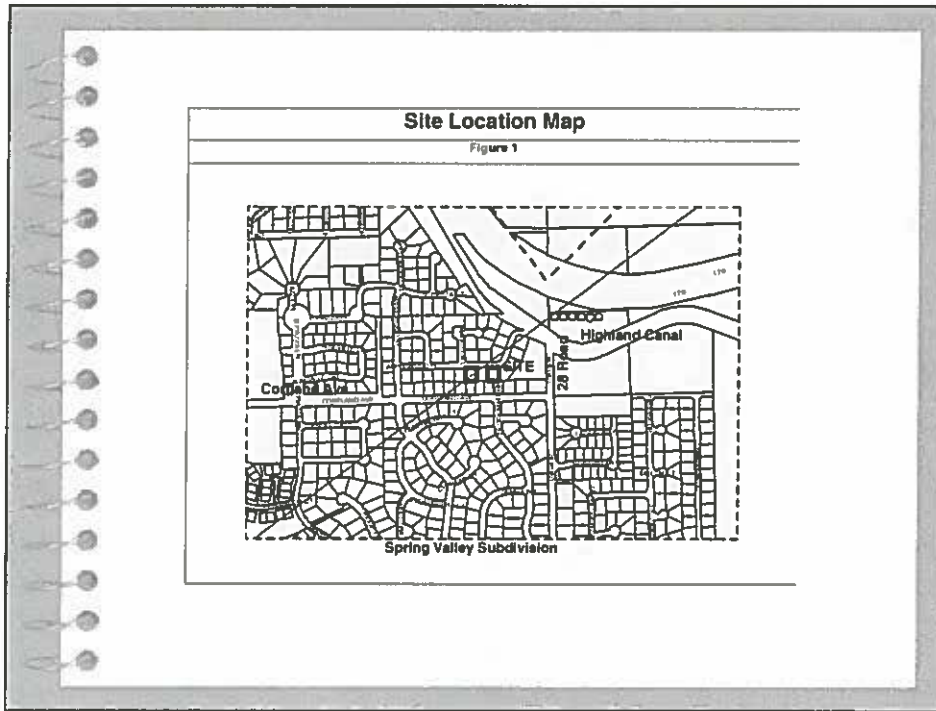
**BURKE/WARREN FENCE  
CUP-2003-081**

**Location: 2539 & 2579 Applewood Place  
Staff Representative: Ronnie Edwards**

**Agenda Topic:**

This is a request for approval of a Conditional Use Permit for an 8' fence on property line located at 2539 and 2579 Applewood Place



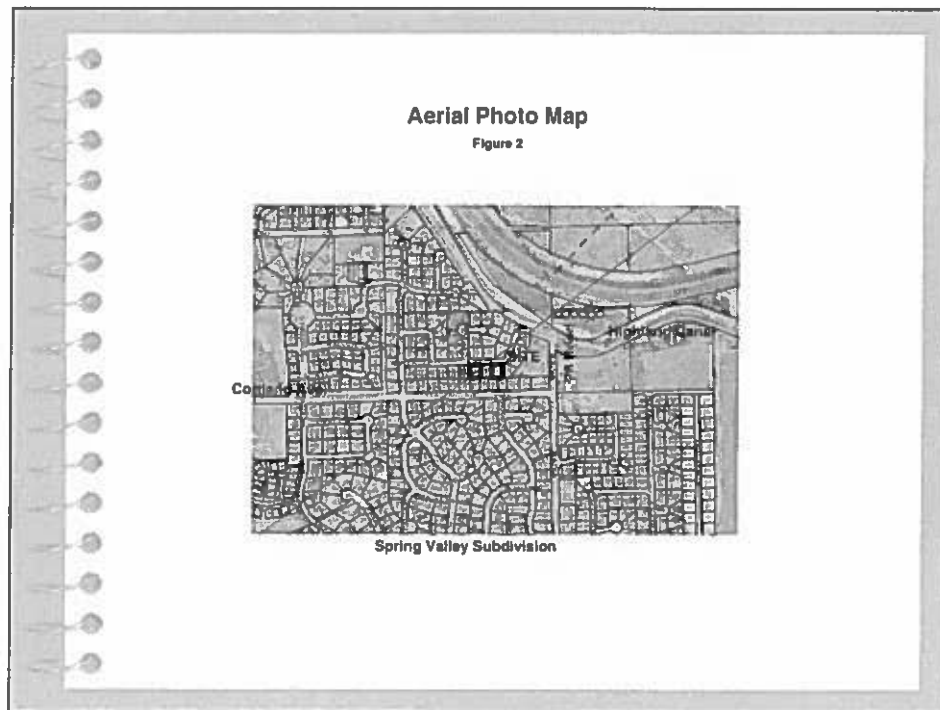


Here is the site location map. Proposal is to construct an 8' fence on the rear property line, replacing an existing 5'6" fence. Existing fence was constructed with the adjacent subdivision, Lesslee Minor Sub in 1994, under Mesa County jurisdiction, in which it did not require a permit.

*applicant's  
report stated  
5'-6"*

*Property  
was annexed  
July 1997*

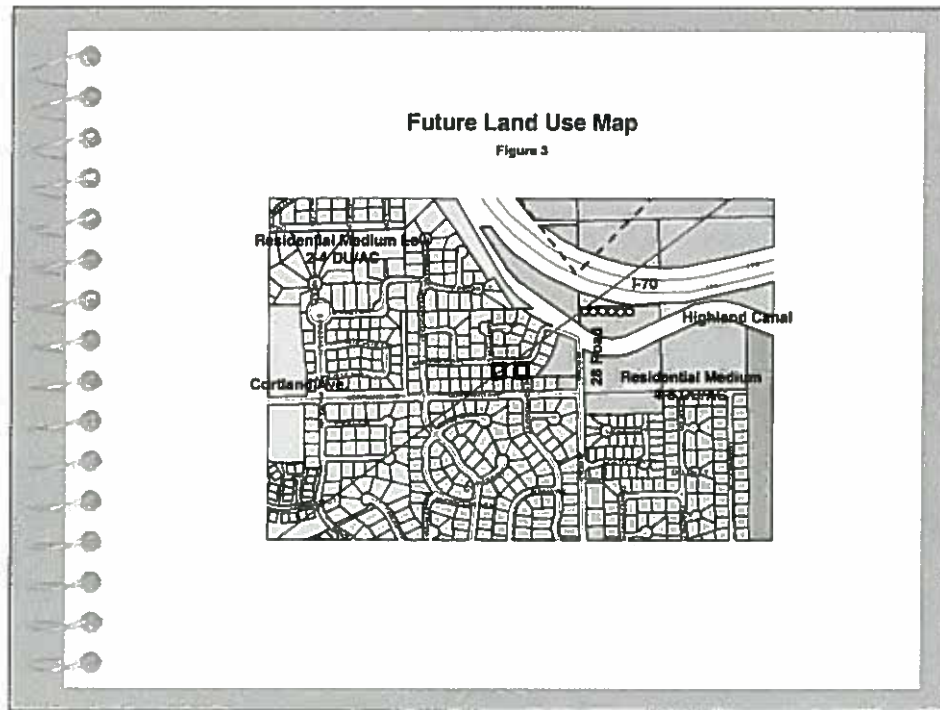




Here is the aerial location map. The rear property line is a boundary line shared with Grand Valley Water Users Association for their 20' irrigation/drainage easement. The request to construct an 8' fence is due in part by the sloped grade created by this drainage.

The elevation drawing provided in your staff report shows a 6' fence atop a 2' foundation footer and a 2' retaining wall, and contains an open space at ground level for drainage purposes.

Staff was told in the beginning by the Building Department and GVVUA, this type of construction with a retaining wall constitutes a "permanent structure" by definition. The drawing provided depicts the footer and wall centered on the rear property line, resulting in an encroachment onto the easement, and permanent structures are not allowed in easements. A letter was received by Staff from GVVUA and is included in this report. They have discussed this issue with the applicant and appear to be in agreement and they do not believe that the encroachment will affect existing or future conditions.



Here is the futue land use map.

Policy 10.4 of the the Growth Plan states that the City will encourage development designs that enhance the sense of neighborhood. Two sections of 8' height fence separated by 87 feet of 5'6" fencing, which is the width of lot 2, does not appear to enhance said properties or sense of neighborhood.

*back to back fences*

## Existing City and County Zoning

Figure 4

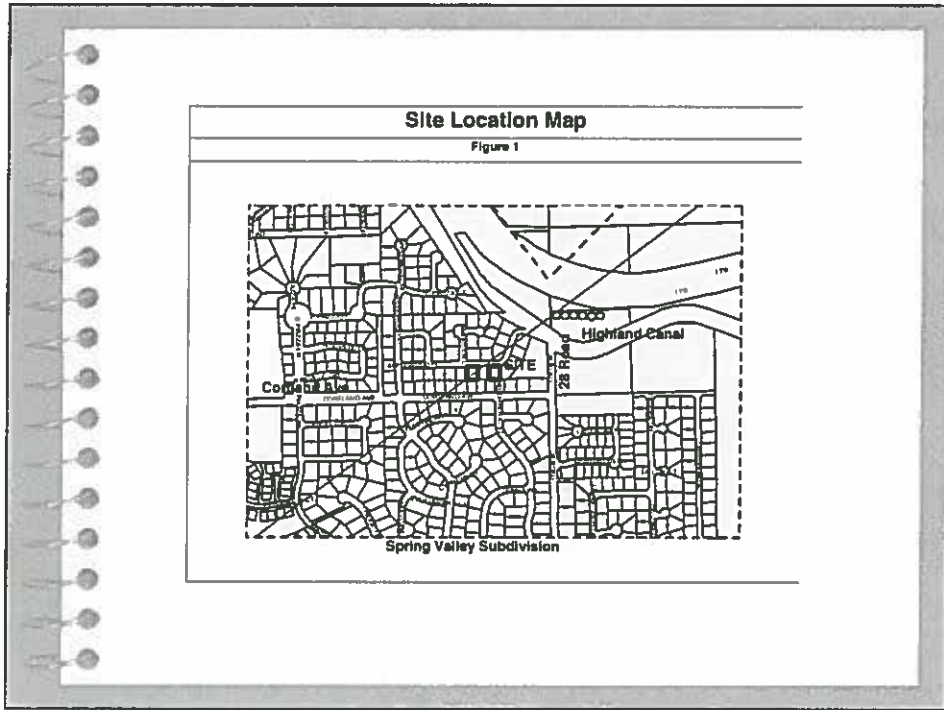


Here is the existing zoning map. Project area is zoned RSF-4.

Section 2.13 of the Code states that the proposal will comply with the site plan review criteria in ~~Section 2.2.D.4.~~ ~~This section~~ states that the proposal comply with applicable plans and policies. *which*

These plans and policies do not address fencing concerns of this type, thus this criteria is not applicable.

There are no previous conditions of approval for the subject properties.



Also under site plan review criteria is the "quality site design practices". Fencing of different heights adjacent to each other along the same property line within the same subdivision does not appear to be a quality site design.

Section 2.13 in the Code brings up the issue of compatibility with and protection of neighboring properties. This proposal does not integrate into the existing design of the subdivision fencing. Proposed fencing could create privacy for the individual lot owners, but Staff suggests other alternatives. (constructing away from the sloped drainage area with a regular height fence? Entire length for all property owners to be same height? Work with GVVWA to reconfigure the slope and drainage with the existing detention pond area so that a new grade would work with a 6' fence?)

*back to back fences*

*Stop*

*FG 4'*

*trellis, etc only*

*around*

*detention*

*hot tub areas*

*etc*

Though it is not a criteria for approval, the proposal is not in compliance with the subdivision amended covenants. This is for your information only, as only the Home Owners Assoc. can enforce their covenants.

*Entire length*

*same ht. -*

*3 different subdivisions*

*caused different heights -*

## **FINDINGS/CONCLUSIONS:**

- 1) Requested CUP inconsistent with Growth Plan
- 2) Review criteria in Section 2.13.C of Code have not all been met

After reviewing the application, CUP-2003-081, for a Conditional Use Permit, staff recommends that the planning commission make the following findings of fact and conclusions:

- 1) Requested CUP is inconsistent with the Growth Plan
- 2) Review criteria in Section 2.13.C of the Code have not all been met

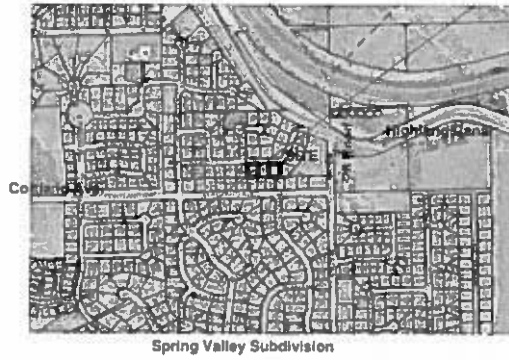
**STAFF RECOMMENDATION:**

Planning Commission deny the requested Conditional Use Permit, CUP-2003-081, with the findings and conclusions listed in the staff report.

Staff recommends that the Planning Commission deny the request, with the findings and conclusions in the staff report.

### Aerial Photo Map

Figure 2



Any questions?

**GRAND JUNCTION PLANNING COMMISSION  
AUGUST 12, 2003 MINUTES  
7:00 P.M. TO 8:55 P.M.**

The regularly scheduled Planning Commission hearing was called to order at 7:00 P.M. by Chairman Paul Dibble. The public hearing was held in the City Hall Auditorium.

In attendance, representing the City Planning Commission, were Dr. Paul Dibble (Chairman), John Redifer, Richard Blosser, William Putnam, Bill Pitts, Travis Cox (alternate) and John Paulson (alternate). Roland Cole and John Evans were absent.

In attendance, representing the City's Community Development Department, were Bob Blanchard (Community Development Director), Pat Cecil (Development Services Supervisor), Ronnie Edwards (Associate Planner), Senta Costello (Associate Planner), and Scott Peterson (Associate Planner).

Also present was Dan Wilson (City Attorney) as well as Eric Hahn and Rick Dorris (Development Engineers).

Terri Troutner was present to record the minutes,

There were approximately nine interested citizens present during the course of the hearing.

**I. APPROVAL OF MINUTES**

Available for consideration were the minutes from the July 8, 2003 public hearing.

**MOTION: (Commissioner Pitts) "Mr. Chairman, I move we approve the minutes of July 8, 2003 as written.**

Commissioner Blosser seconded the motion. A vote was called and the motion passed by a vote of 5-0, with Commissioners Paulson and Cox abstaining.

**II. ANNOUNCEMENTS, PRESENTATIONS AND/OR VISITORS**

There were no announcements, presentations and/or visitors.

**III. CONSENT AGENDA**

The proposed Consent Agenda items were read: RZ-2003-096 (Rezone--Lutheran Church Rezone), FPP-1999- 184EX (Summer Hill Extension), RZ-2003-106 (Rezone--Village Park Amendment to PD), CUP-2003-029 (Conditional Use Permit--Hughes Triplex) and TAC-2003-01.03 (Text Amendment--TEDS Manual Update). At planning commissioner request, item RZ-2003-096 was pulled from Consent and placed on the Full Hearing Agenda.



Pat Cecil requested that item PP-2003-067 (Preliminary Plan--Forrest Glen Subdivision), originally placed on the Consent Agenda, be continued to the next regularly scheduled Planning Commission public hearing (August 26, 2003).

**MOTION: (Commissioner Blosser) "Mr. Chairman, I move that we approve the Consent Agenda as modified."**

Commissioner Putnam seconded the motion. A vote was called and the motion passed unanimously by a vote of 7-0.

#### **IV. FULL HEARING**

Due to the potential for conflict of interest, Commissioner Cox recused himself from consideration of the following item.

#### **RZ-2003-096 REZONE--LUTHERAN CHURCH REZONE**

**A request for approval to rezone 2.37 acres currently zoned PD and RSF -I (Planned Development and Residential Single Family, 1 unit/acre) to a zoning of RO (Residential Office).**

**Petitioner: St. Paul Evangelical Lutheran Church, Jim West**

**Location: 628 26 1/2 Road**

#### **PETITIONER'S PRESENTATION**

Jim West, representing the petitioner, noted on an overhead map that portion of the property to which the RO zoning request applied. The RO zone, he said, was fairly restrictive and required that any proposed non-residential use reflect residential characteristics (*e.g.*, limitations in building size, residential design) and be consistent in design with other buildings along a street. Approval of the rezone would permit construction of an office building. The St. Paul Evangelical Lutheran Church and a parking lot currently existed on the site. The parking lot would be expanded and shared by both uses.

#### **QUESTIONS**

Commissioner Putnam asked for clarification on the present zoning of the parcel, which was given.

Chairman Dibble asked if the church intended to use any portion of the office building for expansion, to which Mr. West replied negatively. He added that only the parking area would be jointly used.

Commissioner Putnam asked if there were any plans to construct residences on the property, to which Mr. West replied negatively. Mr. West said that the RO zone was transitional, and given the mixed uses of the area, he felt it to be an appropriate zone for the property. He added that the RO zone restricted the size of the office building to no more than 10,000 square feet.

Mike Joyce, also representing the petitioner, read the Code's criteria for an RO zone into the record and explained that it had been selected because of the changing character of the area, with higher intensity uses having been developed near to and along the Horizon Drive corridor (*e.g.*,

The Glen Subdivision, Safeway, and Mesa View). The RO zone would permit construction of an office building while preserving the residential character of the area. The zone further restricted the use to exclude outdoor storage, limit business hours, and prohibit retail sales.

Commissioner Putnam observed that while the use would look residential, it wouldn't be residential. He noted that with the exception of Cedar Square, everything on both sides of 7th Street from F Road to G Road was residential. Mr. Joyce said that the exception to this, in his opinion, was Mesa View which, while residential in character, was in business to make money. The RO zone, he said, was permitted within residential zones to both provide for the type of use being proposed and to provide a transition between residential and higher intensity uses. Commissioner Putnam noted that the Safeway store was located to the east of 12th Street almost a half-mile away from the subject parcel and should not be used to justify the current proposal.

Mr. West remarked that traffic at the 7th Street/F Road intersection had greatly increased as a result of increased development in the area. That corner, he maintained, was unsuitable for single-family residential homes and noted that the rezone was only being proposed for that parcel located closest to the intersection.

Commissioner Putnam asked why so many parking spaces had been proposed. Mr. Joyce said that the number of spaces proposed were in response to Code requirements. He reiterated that the parking area would be shared by both the office and the church buildings. Mr. Joyce added that should the church wish to expand, the extra parking spaces would be needed.

#### **STAFF'S PRESENTATION**

Senta Costello offered a PowerPoint presentation containing the following slides: 1) site location map; 2) aerial photo map; 3) Future Land Use map; and 4) Existing City and County Zoning map. She briefly overviewed the request and said that because the request met Code requirements and Growth Plan recommendations, staff recommended approval of the request.

#### **QUESTIONS**

Chairman Dibble asked staff about the underlying zoning of the PD-zoned property. Ms. Costello was unsure but thought it may have been zoned PD-12 (Planned Development, 12 units/acre).

Commissioner Putnam asked if the 7th Street Corridor Plan was still in effect. He recalled that the Plan designated the entire 7th Street corridor between F and G Roads as strictly residential. Dan Wilson said that while he recalled the same restriction, the Growth Plan had replaced individual corridor plans. Thus, any decision on the current request should be based on Growth Plan recommendations.

#### **PUBLIC COMMENTS**

Sharon Gordon (629 1/2 26 1/2 Road, Grand Junction) objected in general to area-wide traffic increases but more specifically to the traffic increases in front of her home. Noting the close proximity of her home to the 7th Street/Horizon Drive intersection, she said that when 7th Street had been widened, no deceleration lane had been provided into her property. Since traffic did not typically expect to have to stop so quickly after an intersection to allow for turning vehicles,

several accidents had occurred at the entrance to her property. She said that if the current request were approved, she asked that the entrance be located off Horizon Drive as far to the east of 7th Street as possible. Either that or she wanted the City or developer to provide her with a safer access into her property.

#### **PETITIONER'S REBUTTAL**

Commissioner Putnam disagreed with staff's assessment and recommendation. He felt that the petitioner had not met the Code's criterion 2.6.A.2 regarding the change in character of the area. Even though 7th Street had been widened and traffic had increased, the overall character of the area remained constant. Seventh Street from F Road to G Road was currently residential in character and he felt it should remain that way. Commissioner Putnam also disagreed with the "mixed use" reference made by Mr. West and clarified for the developer the concept of mixed-use development. He expressed strong opposition to the rezone request.

Commissioner Blosser said that good arguments could be made for either approval or denial. He agreed that traffic had been steadily increasing along Horizon Drive and at the 7th Street/Horizon Drive intersection, and he personally couldn't imagine single-family homes being constructed so close to that busy intersection.

Commissioner Pitts felt that given the significant increases in traffic along both 7th Street and Horizon Drive, the presence of the canal nearby, and the configuration and location of the subject parcel, a transitional use made sense. He felt that the RO zone was appropriate for the site, noting that the parcel's proximity to St. Mary's Hospital made it an ideal location for medical offices.

Chairman Dibble agreed that parcel would not be suitable for residential development given the high volume of traffic on both 7th Street and Horizon Drive. He expressed support for the rezone.

Commissioner Putnam clarified that multi-family residential development could be situated on the parcel; residential development didn't include just the construction of single-family homes.

Commissioner Redifer remarked that the only thing before the Planning Commission was the rezone request. No development proposal had yet been submitted. He agreed that the character of the area had changed, with significant increases in development and traffic having occurred. He agreed with staff's recommendation for approval.

Commissioner Paulson lived only a mile from the subject parcel and acknowledged that while there were still a number of older homes on larger lots in the area, newer residential development was recurring on smaller parcels and at higher densities. Traffic had increased substantially. He agreed that the RO zone would provide the area with a good transition.

**MOTION: (Commissioner Redifer) "Mr. Chairman, on zone amendment RZ-2003-096, I move that we forward a recommendation of approval of the rezone request to the City Council with the findings and conclusions as listed in the staff report."**

Commissioner Pitts seconded the motion, Commissioner Putnam opposing. A vote was called and the motion passed by a vote of 5-1, with

Commissioner Cox returned and was present for deliberations on the remaining item

**CUP-2003-081 CONDITIONAL USE PERMIT/FENCE--BURKE/WARREN FENCE**

**A request for approval of a Conditional Use Permit in order to construct an 8-foot fence on the rear property line in an RSF-4 (Residential Single Family, 4 unit/acre) zone district.**

**Petitioners: Leo Warren and Michael Burke**

**Location: 2539 and 2579 Applewood Place**

**PETITIONER'S PRESENTATION**

Michael Burke, representing the petitioners, referenced an overhead plat of the subdivision and said that the request applied just to Lots 1 and 3 of Block 1. Lot 1 sloped along the rear of the property at an almost six percent grade. The top of the existing fence along the rear property line was only 36 inches in height from the patio pad. Mr. Burke presented photos of Lot 1 taken from various angles, both inside and outside of the home. Even with a 6-foot-high fence, the sloping surface of the lots and the fact that the fence had been constructed in a drainage swale resulted in a very minimal fenceline and little or no privacy. Referencing a photo taken of a chair placed on the patio slab at 2786 Cortland Avenue, he noted that anyone sitting in the chair could easily be seen by persons from the backyard of Lot 1. The existing fence did little to obstruct views into the windows of either home, and it did nothing to buffer the noise originating from Cortland Avenue. The same problems, he said, existed with Lot 3.

Mr. Burke said that he'd circulated a petition to each homeowner in the subdivision explaining his request for an 8-foot-high fence, and without exception, all had signed and had given their approval. He'd also presented his request before the homeowners association and Mr. Warren, all of whom were residents of the subdivision and/or property owners. Again, all were in agreement that an 8-foot-high fence was warranted for the subject properties. Moving the existing fence was not an option since backyards were already very small. He'd sent a letter to the Grand Valley Water Users Association requesting its permission to erect a raised foundation for the 8-foot fencing along the property line, which was given contingent upon the retention of the drainage swale and slope, and provided that the retaining wall foundation did not extend any further than eight inches on either side of the property line. The Association had even stated that the short retaining wall foundation would benefit them since it would facilitate the stacking of dirt necessitated as a result of repair work without damaging fencing materials.

**QUESTIONS**

Commissioner Paulson asked Mr. Burke if he was also representing the owner of Lot 2 in Block 1, to which Mr. Burke responded negatively. That homeowner's particular backyard view was towards the side yard property line of an adjacent property and he'd had a variety of vegetation planted and trellises erected as screening, so privacy was not as significant an issue for him. The homeowner also didn't want to go to the time and expense of removing his existing fence and constructing a new one. Mr. Burke added that he would be mindful of both City requirements and homeowner wishes in designing and constructing replacement fencing.

Commissioner Cox asked the developer if he intended to erect a 6-foot-high fence atop a 2-foot retaining wall, to which Mr. Burke replied affirmatively. He noted that because the existing fence had been constructed in a swale, its actual height from ground level was closer to 5 1/2 feet. If that same 6-foot fence were erected atop a 2-foot retaining wall, it would appear less than 8 feet high while providing homeowners with a greater level of privacy.

Chairman Dibble asked if homes were currently located on both Lots 1 and 3. Mr. Burke said that Lot 3 had not yet been sold; Mr. Warren still owned the property. He added that as a condition of sale he'd agreed to bring the fencing variance request before the Planning Commission on behalf of the owners of Lot 1. Chairman Dibble remarked that approving the request for just Lots 1 and 3, without including Lot 2, would result in a stair-stepped appearance of fencing along the rear property line. Mr. Burke said that the adjacent Leslee Minor Subdivision contained a number of fencing types. Fencing materials for the subject lots would be uniform in appearance (woven vinyl) and, because of the swale, appear comparable to the 6-foot-high fence of Lot 2.

Commissioner Blosser asked if a separate approval would be required from the subdivision's homeowners association. Mr. Burke said that all members of the homeowners' association board had signed his petition expressing their approval. He didn't expect any difficulty with drafting and securing approval for an amendment to the covenants.

#### **STAFF'S PRESENTATION**

Ronnie Edwards offered a PowerPoint presentation containing the following slides: 1) site location map; 2) aerial photo map; 3) Future Land Use map; 4) Existing City and County Zoning map; and 5) findings and conclusions. Ms. Edwards said that the existing fencing had been erected in 1994 when the property had been under County jurisdiction, and no fence permit had been required at that time. She confirmed that the request had been prompted by privacy issues and the uneven grade of the property. She also confirmed that the Grand Valley Water Users Association had not objected to the request. Staff opposed the request because the varying heights of fencing along the rear property lines of the subject lots would not be representative of good site designing. Staff also felt that other alternatives were available which would result in additional privacy. Since Code criteria for a Conditional Use Permit had not been met, staff recommended denial.

#### **QUESTIONS**

Commissioner Cox asked staff for some of the alternatives available to the petitioners. Ms. Edwards said that trellises could be erected and/or vegetation planted. It was also possible for the petitioners to work with the Grand Valley Water Users Association to adjust property grades while still accommodating drainage.

When asked by Commissioner Redifer if the main reason for staff's objection was in the visual appearance of the fencing once installed, Ms. Edwards replied affirmatively. He asked if any complaints had been received from surrounding property owners, to which Ms. Edwards responded negatively.

Chairman Dibble asked if there were already varying heights and styles of fencing present throughout the City, which was confirmed by staff.

**PUBLIC COMMENTS FOR:**

Leo Warren, co-petitioner, reiterated that homeowners have a reasonable expectation of privacy, and he urged approval of the request.

**AGAINST:**

There were no comments against the request.

**QUESTIONS**

A discussion ensued over whether an 8-foot-high fence would be sufficient to meet the privacy needs of property owners and whether a grade adjustment was a viable option. Mr. Burke said that the present grading was necessary to facilitate drainage, and the slope was the same on both sides of property lines. Since the fence would be constructed within the existing swale, the overall visual result would be an additional 2 1/2 feet of height. That would be enough to screen windows and provide additional privacy to backyards.

To clarify for planning commissioners, Mr. Blanchard said that while the overall height of the fence would be 8 feet, the presence of the swale would create the illusion of reduced height. He reiterated that staffs concern was over the consistency of design. Without the inclusion of Lot 2 in the proposal, the result would be a stair- stepped appearance in the fenceline.

Chairman Dibble said that the primary issue seemed to be whether privacy was more important than consistency of design. Mr. Blanchard said that privacy was one criterion of the CUP. Mr. Burke noted that there was a lack of consistency already present in the area's fencing. He added that the amendment to the covenants would allow for 8-foot-high fencing only along the rear property lines of subject lots.

**DISCUSSION**

Commissioner Blosser didn't feel that the additional fence height would harm anyone and the request seemed to be supported by both the property owners and the homeowners association. Any issue the homeowners association might have could be handled as a civil matter with the petitioners. He expressed support for the request.

Commissioner Pitts acknowledged staff concerns but he felt that CUP criteria had been met. He said he would have no problem approving the request.

Commissioner Redifer concurred. While he appreciated staffs review and position, there were already fencing inconsistencies evident in the area, and no objections had been received from any of the neighbors.

Commissioners Putnam and Paulson agreed with staff's position that other alternatives to achieving privacy were available. Commissioner Paulson added that while approval of the height variance might be appropriate in the current situation, he didn't feel that the request met the CUP criterion requiring consistency of design.

Commissioner Cox felt that given the differences in grade from Cortland Avenue and Applewood Place to the swale, likely there would be little visual difference between the 8-foot-high fencing and the fencing height of Lot 2.

Chairman Dibble agreed that while other alternatives might be effective, the present circumstances warranted the additional fence height. He too expressed support for the request.

**MOTION: (Commissioner Pitts) "Mr. Chairman, on Conditional Use Permit, CUP-2003-081, I move that we approve the Conditional Use Permit as presented finding that all of the review criteria in the Zoning Code have been met."**

Commissioner Cox seconded the motion. A vote was called and the motion passed by a vote of 6-1, with Commissioner Paulson opposing.

With no further business to discuss, the public hearing was adjourned at 8:55 P.M.

**SECOND AMENDMENT TO THE  
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS OF  
APPLE BLOSSOM HEIGHTS SUBDIVISION**

THIS SECOND AMENDMENT to The Declaration of Protective Covenants and Restrictions of Apple Blossom Heights Subdivision is made on the date hereinafter set forth, by Leo H. Warren, Helen M. Warren, Ronald L. Warren and Deborah M. Warren (hereinafter "Declarants") as the owners of 15 or more lots within Apple Blossom Heights Subdivision in Grand Junction, Colorado.

WITNESSETH:

WHEREAS, the lot owners of all the lots of Apple Blossom Heights Subdivision recorded a Declaration of Covenants, Conditions and Restrictions on November 25, 1998 in Book 2518 beginning at Page 870 in the records of the Mesa County Clerk and Recorder's office; and

WHEREAS, a sufficient number of lot owners of the Apple Blossom Heights Subdivision recorded a First Amendment to the Declaration of Covenants, Conditions and Restrictions of the Apple Blossom Heights Subdivision on April 19, 1999 in Book 2576 beginning at Page 831 of the records of the Mesa County Clerk and Recorder's office; and

WHEREAS, the undersigned, who comprise the owners of at least 15 of the lots in the Apple Blossom Heights Subdivision subject to the Declaration, desire to adopt amendments to the Declaration.

NOW, THEREFORE, said Declarants hereby amend the Declaration of Protective Covenants and Restrictions of Apple Blossom Heights Subdivision by removing Section 6G in its entirety and substituting in its place the following:

G. Fencing Restrictions: Owners of "Tract A" and Lots 4, 5, and 6, of Block 1 shall not erect fencing within Grand Valley Project's five (5) foot easement along the Easterly boundary of said lots until said easement is abandoned (after Lateral No. 2 ditch is replaced with a pipeline.), if at all. Owners of "Tract A" shall not erect fencing within the Grand Valley Project's 10' wide x 20' long TURN AROUND AREA easement until said easement is abandoned, if at all. Owners of Lot 1, Block Three shall not erect fencing within or across the twelve (12) foot wide Pedestrian Easement being part of said Lot 1.

For those residences located at Lots 1, 2 and 3 in Block 1 of the subdivision (2539



Applewood Place, 2559 Applewood Place and 2579 Applewood Place), fencing shall be a maximum height of eight (8) feet. For all other lots, fencing shall be a maximum height of six (6) feet, and shall be approved by the ACC prior to construction. All perimeter lot fencing shall be of vinyl. This shall not affect perimeter fences already in existence. Such fencing may be repaired or replaced by materials currently in existence. However, if vinyl fencing is used, in such repairs, vinyl shall thereafter be used for said fence. Chain link type fencing approved for dog runs shall be screened from public view with fencing material approved by the ACC. No solid fencing shall be allowed within twenty-five (25) feet of the front yard property line, nor shall such front yard fencing exceed three (3) feet in height. For example, split rail fencing would be acceptable, but a solid wood fence would not be acceptable. No such fence shall be erected without the prior approval of the ACC.”

All of the remaining provisions of the Declaration of Protective Covenants and Restrictions of Apple Blossom Heights Subdivision shall remain unchanged.

IN WITNESS WHEREOF, the undersigned, being the Declarants, have executed this Second Amendment to the Declaration of Protective Covenants and Restrictions of Apple Blossom Heights Subdivision this \_\_\_\_ day of July, 2003.

Leo H. Warren  
Leo H. Warren

Ronald L. Warren  
Ronald L. Warren

Helen M. Warren  
Helen M. Warren

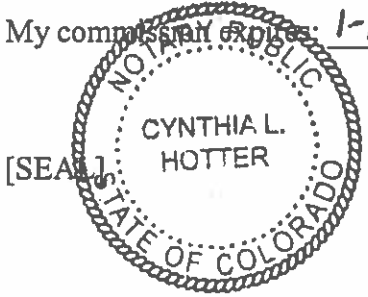
Deborah M. Warren  
Deborah M. Warren

STATE OF COLORADO    )  
  : ss.  
COUNTY OF MESA        )

Subscribed, sworn to and acknowledged before me by Leo H. Warren and Helen M. Warren on July 9, 2003.

Witness my hand and official seal.

My commission expires: 1-12-06



Cynthia L. Hotter  
Notary Public

STATE OF COLORADO )

: ss.

COUNTY OF Douglas

Subscribed, sworn to and acknowledged before me by Ronald L. Warren and Deborah M. Warren on July 8, 2003.

Witness my hand and official seal.

My commission expires: 06-02-07

Barbara Schambers

Notary Public

[SEAL]



**My Commission Expires 06/02/2007**

**SECOND AMENDMENT TO THE  
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS OF  
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WHEREAS, the undersigned, who comprise the owners of at least 15 of the lots in the Apple Blossom Heights Subdivision subject to the Declaration, desire to adopt amendments to the Declaration.

NOW, THEREFORE, said Declarants hereby amend the Declaration of Protective Covenants and Restrictions of Apple Blossom Heights Subdivision by removing Section 6G in its entirety and substituting in its place the following:

G. Fencing Restrictions: Owners of "Tract A" and Lots 4, 5, and 6, of Block 1 shall not erect fencing within Grand Valley Project's five (5) foot easement along the Easterly boundary of said lots until said easement is abandoned (after Lateral No. 2 ditch is replaced with a pipeline.), if at all. Owners of "Tract A" shall not erect fencing within the Grand Valley Project's 10' wide x 20' long TURN AROUND AREA easement until said easement is abandoned, if at all. Owners of Lot 1, Block Three shall not erect fencing within or across the twelve (12) foot wide Pedestrian Easement being part of said Lot 1.

For those residences located at Lots 1, 2 and 3 in Block 1 of the subdivision (2539



STATE OF COLORADO )

: ss.

COUNTY OF Douglas

Subscribed, sworn to and acknowledged before me by Ronald L. Warren and Deborah M. Warren on July 8, 2003.

Witness my hand and official seal.

My commission expires: 06-02-07

Barbara Schambers

Notary Public

[SEAL]



**My Commission Expires 06/02/2007**

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WITNESSETH:

WHEREAS, the lot owners of all the lots of Apple Blossom Heights Subdivision recorded a Declaration of Covenants, Conditions and Restrictions on November 25, 1998 in Book 2518 beginning at Page 870 in the records of the Mesa County Clerk and Recorder's office; and

WHEREAS, a sufficient number of lot owners of the Apple Blossom Heights Subdivision recorded a First Amendment to the Declaration of Covenants, Conditions and Restrictions of the Apple Blossom Heights Subdivision on April 19, 1999 in Book 2576 beginning at Page 831 of the records of the Mesa County Clerk and Recorder's office; and

WHEREAS, the undersigned, who comprise the owners of at least 15 of the lots in the Apple Blossom Heights Subdivision subject to the Declaration, desire to adopt amendments to the Declaration.

NOW, THEREFORE, said Declarants hereby amend the Declaration of Protective Covenants and Restrictions of Apple Blossom Heights Subdivision by removing Section 6G in its entirety and substituting in its place the following:

G. Fencing Restrictions: Owners of "Tract A" and Lots 4, 5, and 6, of Block 1 shall not erect fencing within Grand Valley Project's five (5) foot easement along the Easterly boundary of said lots until said easement is abandoned (after Lateral No. 2 ditch is replaced with a pipeline.), if at all. Owners of "Tract A" shall not erect fencing within the Grand Valley Project's 10' wide x 20' long TURN AROUND AREA easement until said easement is abandoned, if at all. Owners of Lot 1, Block Three shall not erect fencing within or across the twelve (12) foot wide Pedestrian Easement being part of said Lot 1.

For those residences located at Lots 1, 2 and 3 in Block 1 of the subdivision (2539

Applewood Place, 2559 Applewood Place and 2579 Applewood Place), fencing shall be a maximum height of eight (8) feet. For all other lots, fencing shall be a maximum height of six (6) feet, and shall be approved by the ACC prior to construction. All perimeter lot fencing shall be of vinyl. This shall not affect perimeter fences already in existence. Such fencing may be repaired or replaced by materials currently in existence. However, if vinyl fencing is used, in such repairs, vinyl shall thereafter be used for said fence. Chain link type fencing approved for dog runs shall be screened from public view with fencing material approved by the ACC. No solid fencing shall be allowed within twenty-five (25) feet of the front yard property line, nor shall such front yard fencing exceed three (3) feet in height. For example, split rail fencing would be acceptable, but a solid wood fence would not be acceptable. No such fence shall be erected without the prior approval of the ACC.”

All of the remaining provisions of the Declaration of Protective Covenants and Restrictions of Apple Blossom Heights Subdivision shall remain unchanged.

IN WITNESS WHEREOF, the undersigned, being the Declarants, have executed this Second Amendment to the Declaration of Protective Covenants and Restrictions of Apple Blossom Heights Subdivision this \_\_\_\_ day of July, 2003.

Leo H. Warren  
Leo H. Warren

Ronald L. Warren  
Ronald L. Warren

Helen M. Warren  
Helen M. Warren

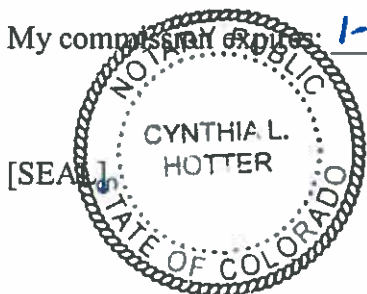
Deborah M. Warren  
Deborah M. Warren

STATE OF COLORADO    )  
  : ss.  
COUNTY OF MESA        )

Subscribed, sworn to and acknowledged before me by Leo H. Warren and Helen M. Warren on July 9, 2003.

Witness my hand and official seal.

My commission expires: 1-12-06



Cynthia L. Hotter  
Notary Public

STATE OF COLORADO )

: ss.

COUNTY OF Douglas

Subscribed, sworn to and acknowledged before me by Ronald L. Warren and Deborah M. Warren on July 8, 2003.

Witness my hand and official seal.

My commission expires: 06-02-07

Barbara Schambers

Notary Public

[SEAL]

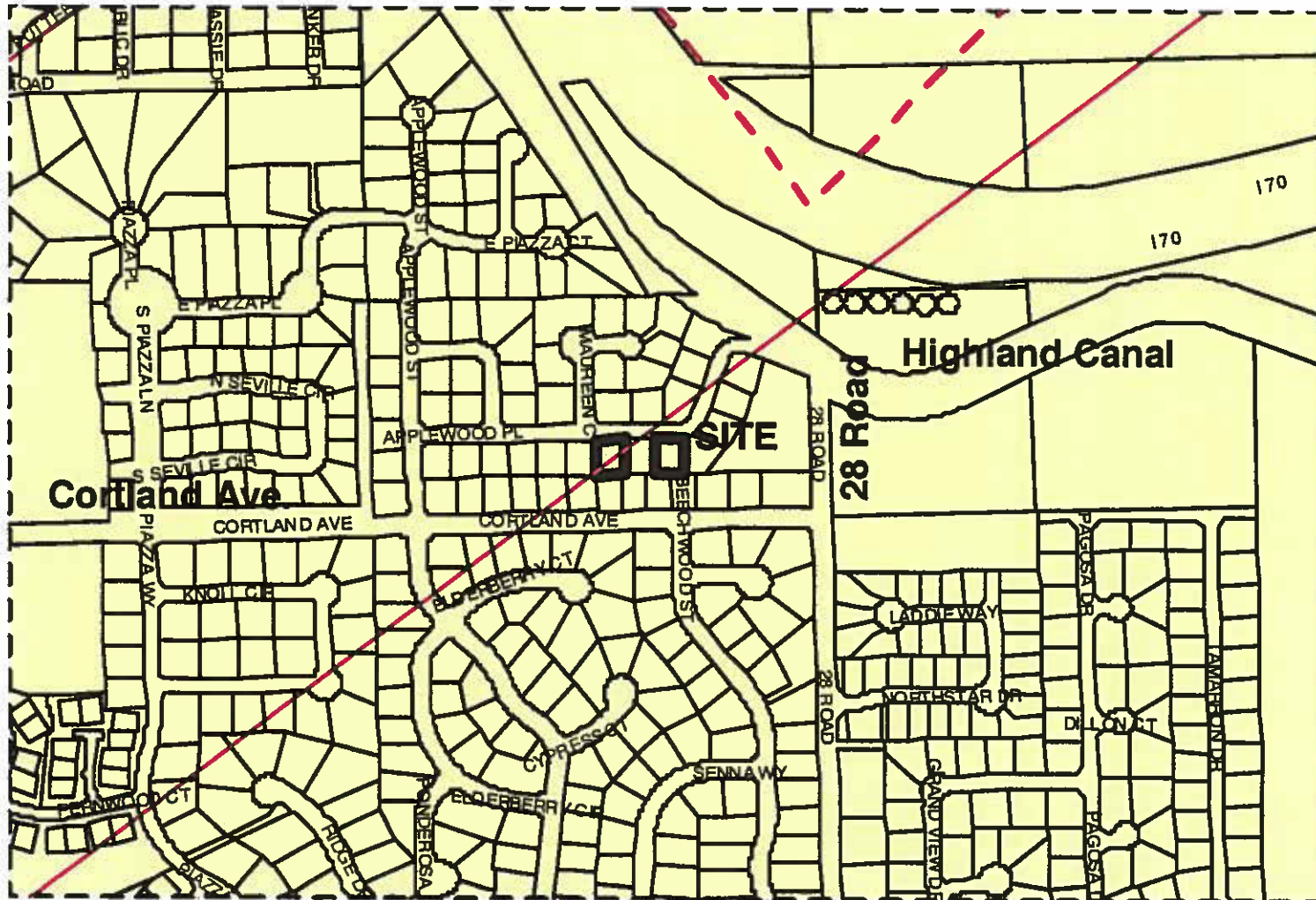


**My Commission Expires 06/02/2007**



# Site Location Map

Figure 1



Spring Valley Subdivision

# Aerial Photo Map

Figure 2

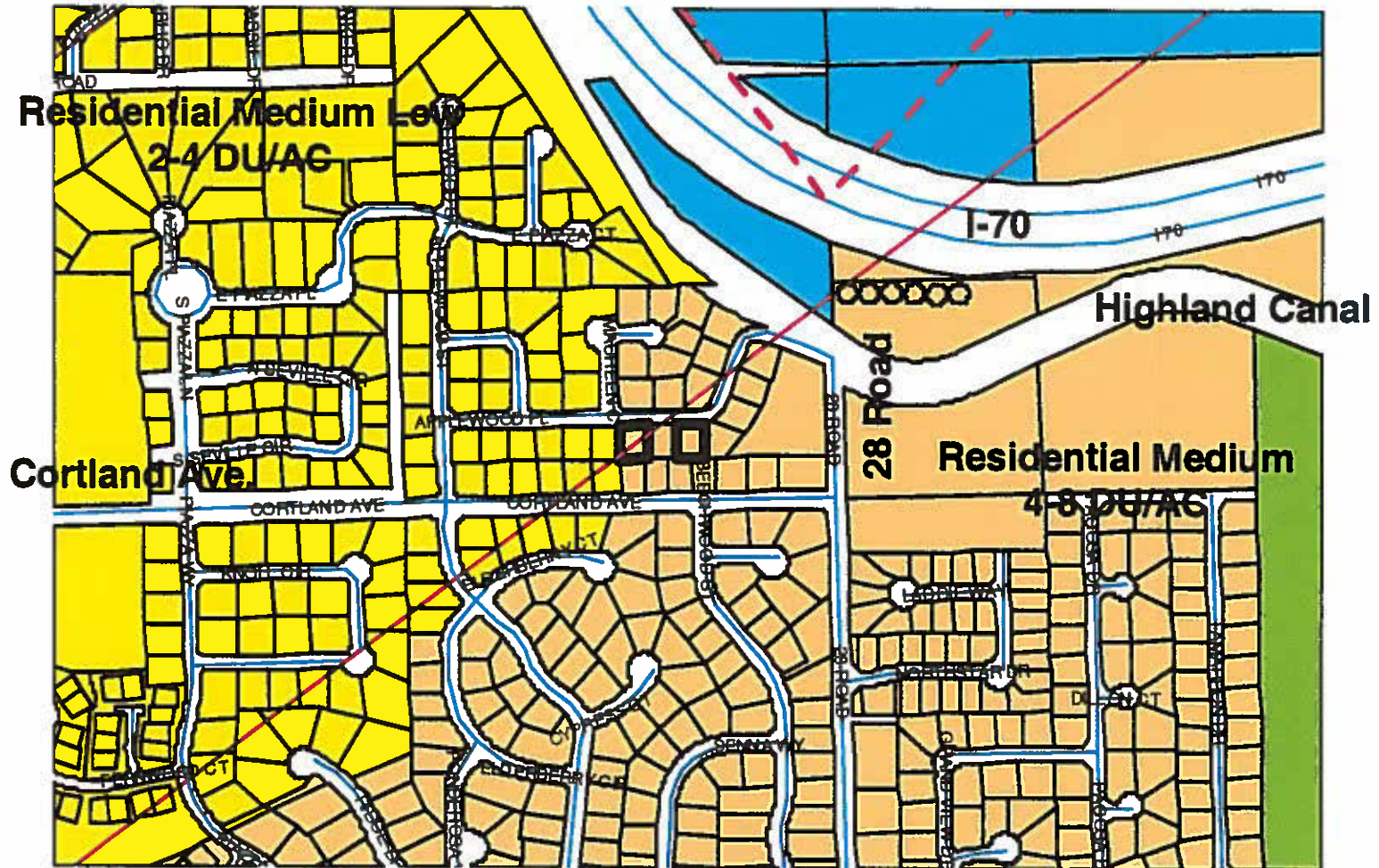


Spring Valley Subdivision



# Future Land Use Map

Figure 3



Arial, 10  
Point Bold

# Existing City and County Zoning

Figure 4

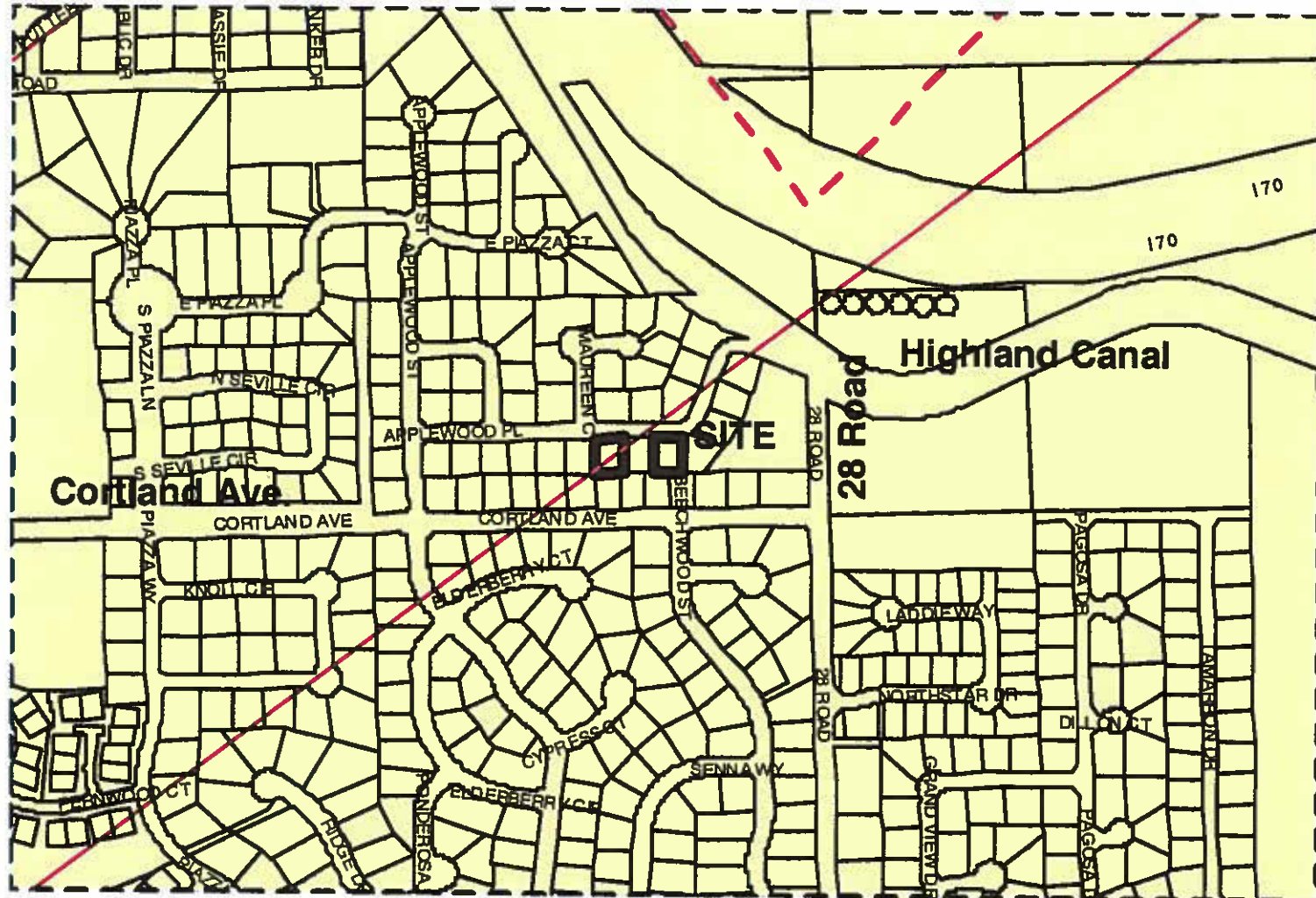


NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."



# Site Location Map

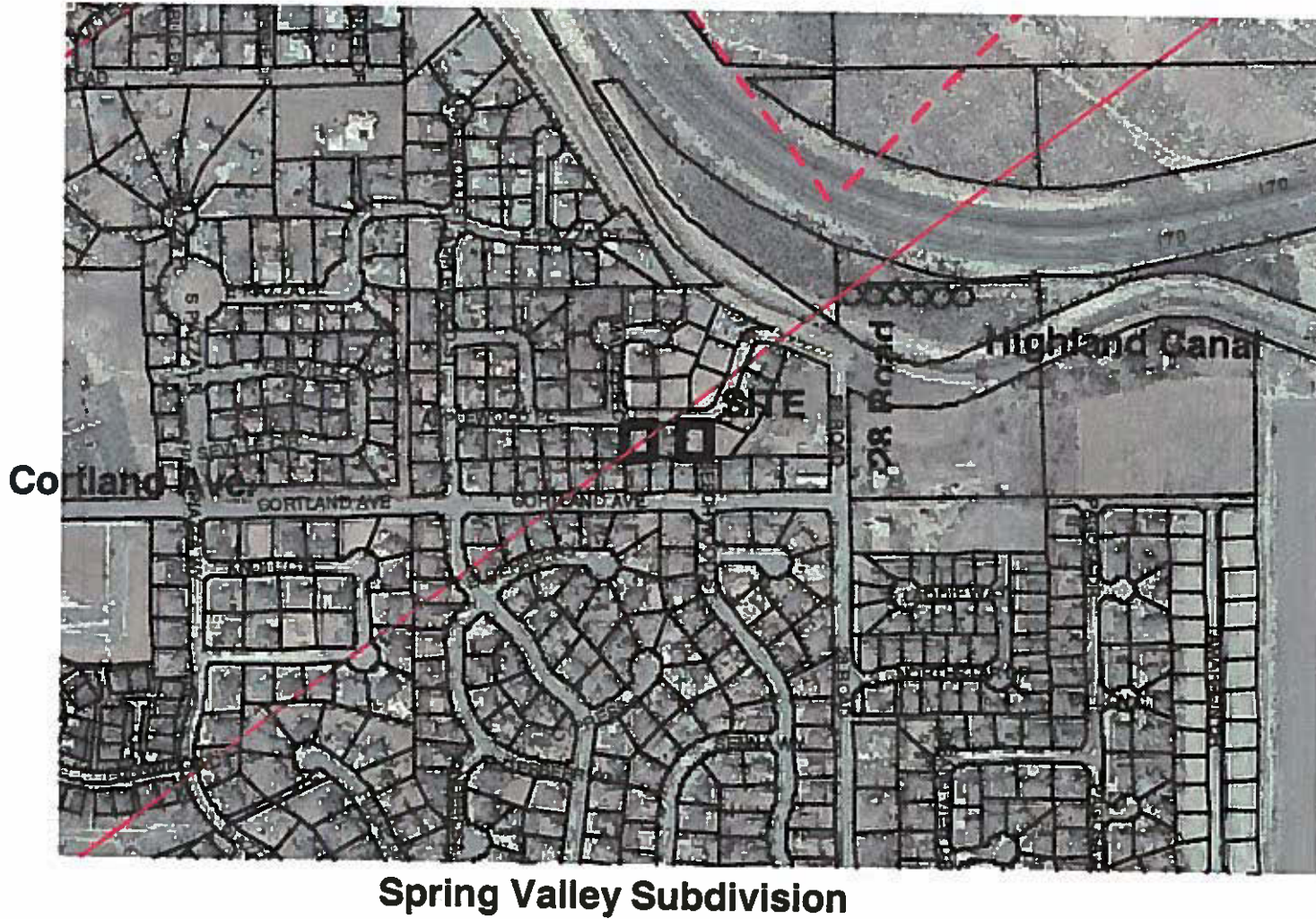
Figure 1



Spring Valley Subdivision

# Aerial Photo Map

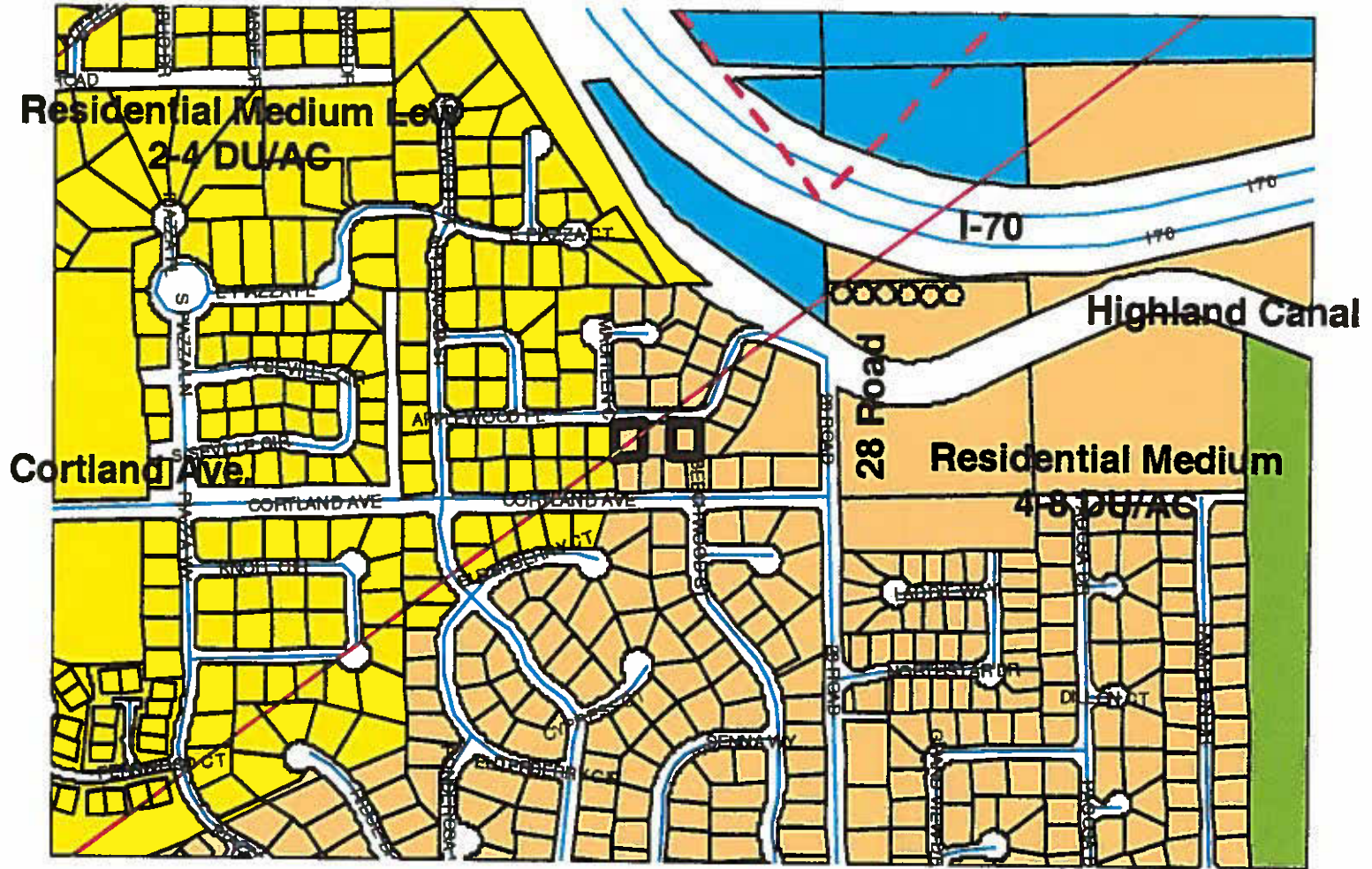
Figure 2





# Future Land Use Map

Figure 3



## City of Grand Junction

Community Development Department  
Planning / Zoning / Code Enforcement  
250 North 5th Street  
Grand Junction, CO 81501-2668

Phone: (970) 244-1430  
FAX: (970) 256-4031

### RECORD OF DECISION / FINDINGS OF FACT

DATE: August 13, 2003

FILE: CUP-2003-081

LOCATION: 2539 and 2579 Applewood Place

PETITIONER: Leo Warren  
2659 Applewood Place  
Grand Junction, CO 81506  
243-0867/260-6704

REPRESENTATIVE: Michael Burke  
2588 Galley Lane  
Grand Junction, CO 81505  
243-6276/210-0621

PLANNER: Ronnie Edwards

PROJECT IS: **Approved**

---

On August 12, 2003, the Grand Junction Planning Commission, in accordance with Section 2.13 of the Zoning and Development Code, granted approval for a Conditional Use Permit to allow the construction of an 8' fence on the rear property line in an RSF-4 zone district. This approval is granted only to the subject properties, which is 2539 and 2579 Applewood Place.

The Planning Clearance and stamped approved location map is available for pickup at the Community Development Department. All fees have been paid with original submittal. Applicant will be required to obtain a building permit at the Mesa County Building Department located at 750 Main Street before construction can commence.

Sincerely,

Ronnie Edwards  
Associate Planner  
256-4038



Planning \$ <u>Paid</u>	Drainag <u>N/A</u>
TCP \$ <u>N/A</u>	School Impact \$ <u>N/A</u>

G PERMIT NO.
FILE # <u>CLP-2003-081</u>

## PLANNING CLEARANCE

(site plan review, multi-family development, non-residential development)  
**Grand Junction Community Development Department**

THIS SECTION TO BE COMPLETED BY APPLICANT

BUILDING ADDRESS 2539, 2579 Applewood Pl TAX SCHEDULE NO. 2945-011-04-001, 003

SUBDIVISION Apple Blossom Heights SQ. FT. OF PROPOSED BLDG(S)/ADDITION \_\_\_\_\_

FILING N/A BLK 1 LOT 1#3 SQ. FT OF EXISTING BLDG(S) 2069, 22

OWNER Lo Wang NO. OF DWELLING UNITS: BEFORE 1 AFTER 1

ADDRESS 2659 Applewood Pl Co. J. CO CONSTRUCTION \_\_\_\_\_

TELEPHONE 243-0867 NO. OF BLDGS ON PARCEL: BEFORE 1 AFTER 1

CONSTRUCTION \_\_\_\_\_

APPLICANT Michael Burke USE OF ALL EXISTING BLDGS \_\_\_\_\_

ADDRESS 2588 Cullin Lane Co. J. CO DESCRIPTION OF WORK & INTENDED USE: Install 8' Fence on Rear Property Line

TELEPHONE 243-6276

✓ Submittal requirements are outlined in the SSID (Submittal Standards for Improvements and Development) document.

THIS SECTION TO BE COMPLETED BY COMMUNITY DEVELOPMENT DEPARTMENT STAFF

ZONE R8F-4 LANDSCAPING/SCREENING REQUIRED: YES \_\_\_\_\_ NO

SETBACKS: FRONT: N/A from Property Line (PL) or \_\_\_\_\_ from center of ROW, whichever is greater

SIDE: 0' from PL REAR: 0' from PL PARKING REQUIREMENT: N/A

MAXIMUM HEIGHT 8' SPECIAL CONDITIONS: 8' fence to be centered on property line.

MAXIMUM COVERAGE OF LOT BY STRUCTURES N/A CENSUS TRACT \_\_\_\_\_ TRAFFIC ZONE \_\_\_\_\_ ANNEX \_\_\_\_\_

Modifications to this Planning Clearance must be approved, in writing, by the Community Development Department Director. The structure authorized by this application cannot be occupied until a final inspection has been completed and a Certificate of Occupancy has been issued by the Building Department (Section 307, Uniform Building Code). Required improvements in the public right-of-way must be guaranteed prior to issuance of a Planning Clearance. All other required site improvements must be completed or guaranteed prior to issuance of a Certificate of Occupancy. Any landscaping required by this permit shall be maintained in an acceptable and healthy condition. The replacement of any vegetation materials that die or are in an unhealthy condition is required by the Grand Junction Zoning and Development Code.

Four (4) sets of final construction drawings must be submitted and stamped by City Engineering prior to issuing the Planning Clearance. One stamped set must be available on the job site at all times.

I hereby acknowledge that I have read this application and the information is correct; I agree to comply with any and all codes, ordinances, laws, regulations, or restrictions which apply to the project. I understand that failure to comply shall result in legal action, which may include but not necessarily be limited to non-use of the building(s).

Applicant's Signature Michael Burke

Date 4-17-03

Department Approval Ronnie Edwards

Date 8-13-03

Additional water and/or sewer tap fee(s) are required:	YES	NO <input checked="" type="checkbox"/>	W/O No. <u>once only</u>
Utility Accounting <u>Ronnie Edwards</u>			Date <u>8/13/03</u>

VALID FOR SIX MONTHS FROM DATE OF ISSUANCE (Section 2.2.C.1 Grand Junction Zoning and Development Code)

(White: Planning) (Yellow: Customer) (Pink: Building Department) (Goldenrod: Utility Accounting)

CORTLAND  
1

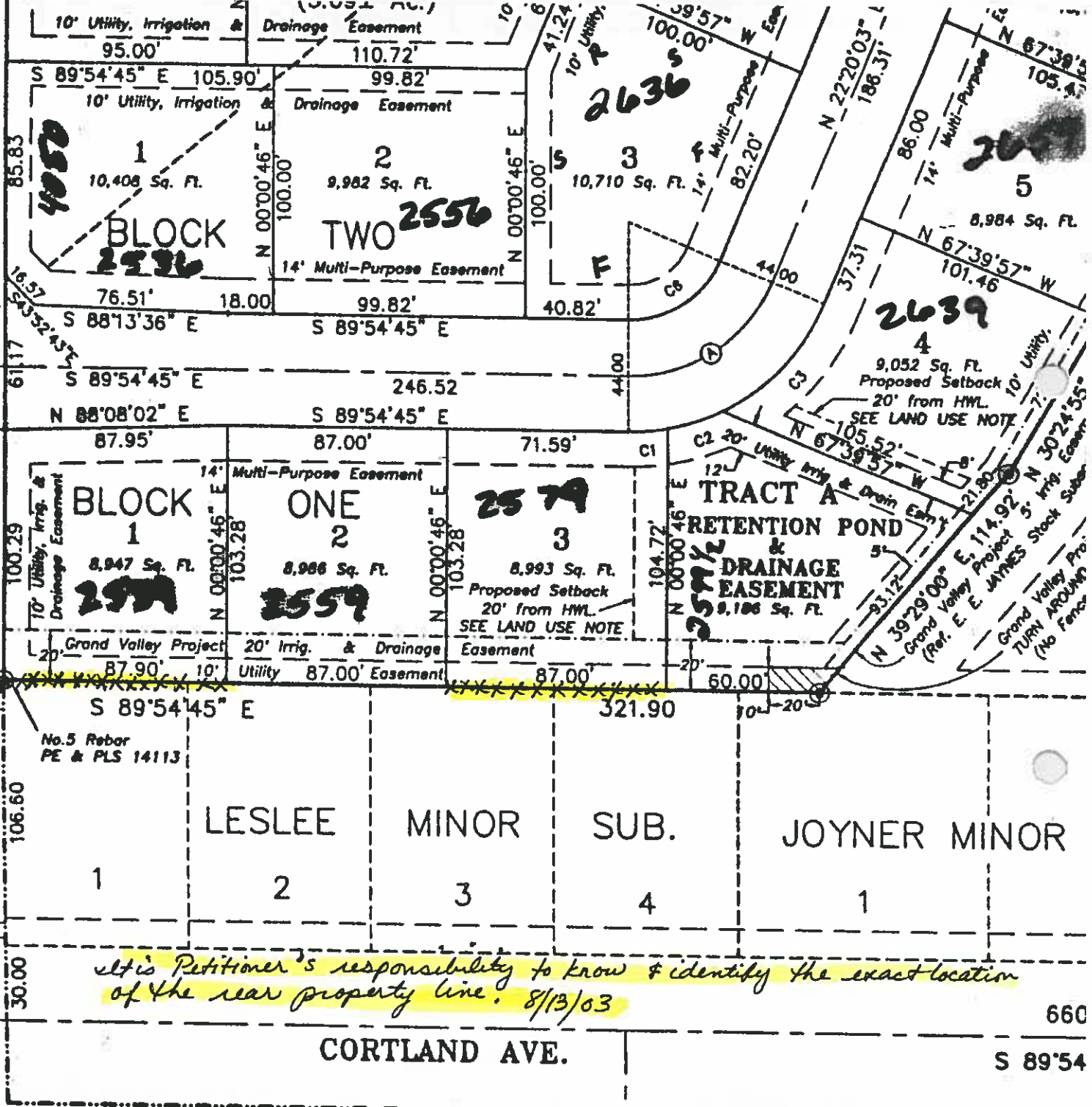
MAUREN

S 00°00'4

APPLEWOOD PLACE

3  
4

1  
2



It is Petitioner's responsibility to know & identify the exact location of the rear property line. 8/13/03

660

S 89°54

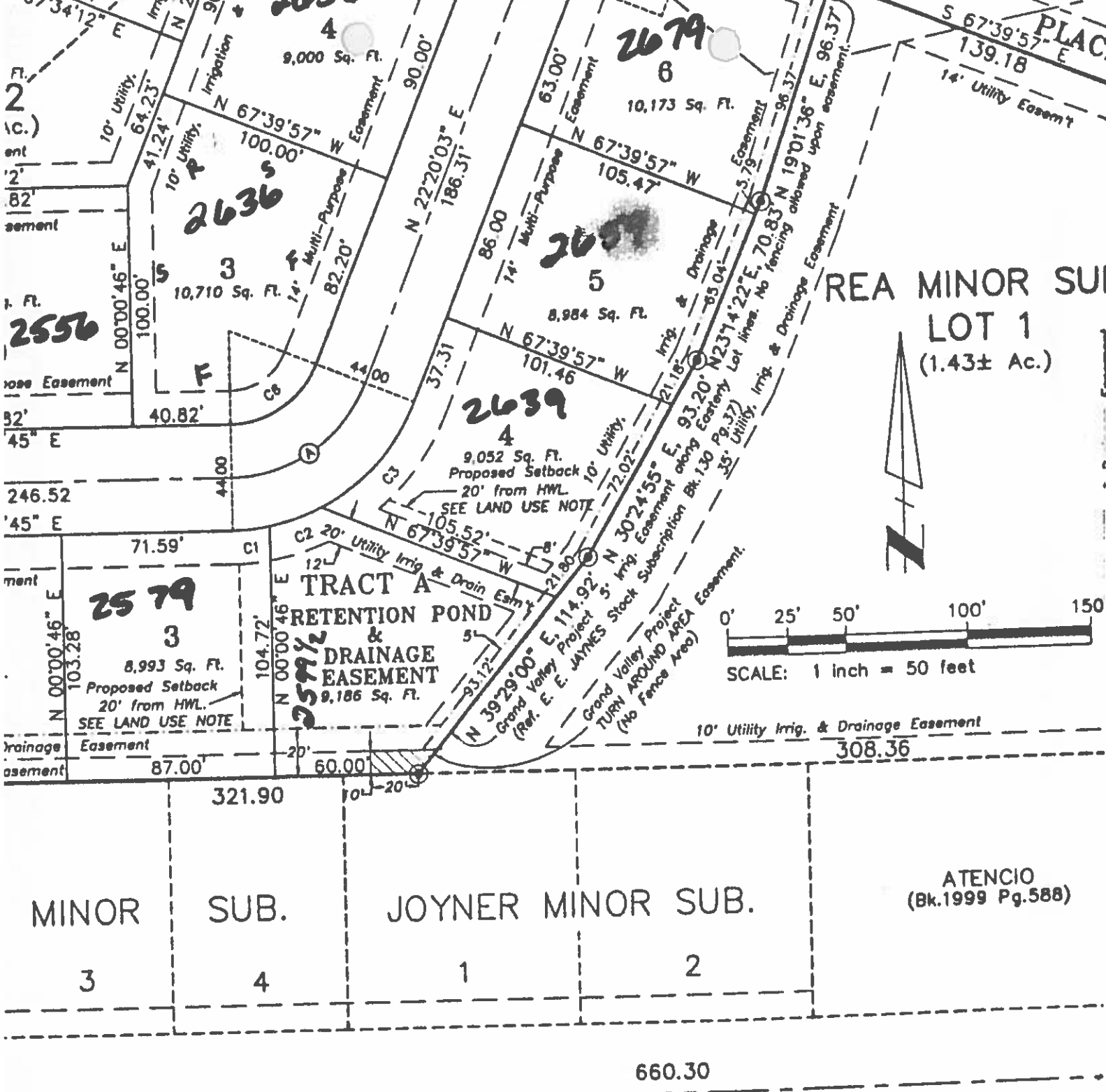
Arial, 10  
Point Bold

# Existing City and County Zoning

Figure 4



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."



**CURVE DATA**

CURVE	LENGTH	DELTA	RADIUS	TANGENT	DIRECTION	CHORD
A	72.13	67°45'12"	61.00	40.95	N56°12'39"E	68.04
B	95.82	90°00'00"	61.00	61.00	N67°20'03"E	86.21
C1	15.50	10°42'00"	83.00	7.77	N84°44'15"E	15.41
C2	22.93	15°49'56"	83.00	11.54	N71°28'18"E	22.81
C3	59.71	41°13'16"	83.00	31.22	N42°56'41"E	58.41
C4	61.26	90°00'00"	39.00	39.00	N67°20'03"E	55.11
C5	130.38	90°00'00"	83.00	83.00	N67°20'03"E	117.11

ROLL MONUMENT, AS NOTED



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature X <i>Michael Burke</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
	B. Received by (Printed Name) <i>Michael Burke</i>	C. Date of Delivery <i>8-6-03</i>
1. Article Addressed to:  <i>Michael Burke 2588 Galley Lane Grand Junction, CO 81505</i>	D. Is delivery address different from Item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number <i>7000-1670-0010-0684-8206</i> (Transfer from service label)		
PS Form 3811, August 2001	Domestic Return Receipt	102595-02-M-154C

## PLANNING COMMISSION NOTICE OF PUBLIC HEARING

DATE: **AUG 1 2 2003** TIME: 7:00 p.m.

PLACE: City Hall Auditorium, 250 North 5<sup>th</sup> Street

A petition for the following request has been received and tentatively scheduled for a public hearing on the date indicated above.

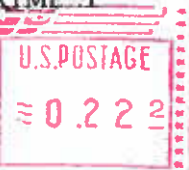
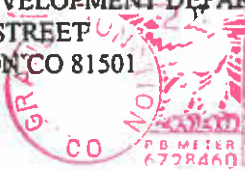
If you have any questions regarding this request or to confirm the hearing date, please contact the Grand Junction Community Development Department at (970) 244-1430 or stop in our office at 250 North 5<sup>th</sup> Street.

**CUP-2003-081 – BURKE/WARREN FENCE – 2539 & 2579 Applewood Place.**  
Request approval of a Conditional Use Permit in order to construct an 8' fence on a rear property line in an RSF-4 (Residential Single Family-4 units/acre) zone district.  
Planner **Ronnie Edwards**



CITY OF GRAND JUNCTION  
 COMMUNITY DEVELOPMENT DEPARTMENT  
 250 NORTH 5TH STREET  
 GRAND JUNCTION CO 81501

PRESTON  
 STAMP



CITY OF GRAND JUNCTION  
 COMMUNITY DEVELOP  
 250 NORTH 5TH STREET  
 GRAND JUNCTION, CO 81501

UNITED STATES POSTAL SERVICE



*Ronnie*

First-Class Mail  
 Postage & Fees Paid  
 USPS  
 Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Community Development Dept  
 250 North 5th Street  
 Grand Junction, CO 81501

RECEIVED  
 AUG 07 2003  
 COMMUNITY DEVELOPMENT  
 DEPT.

FP-1998-014

TCP  
SIF 292  
RSF-4  
C-10  
T-21

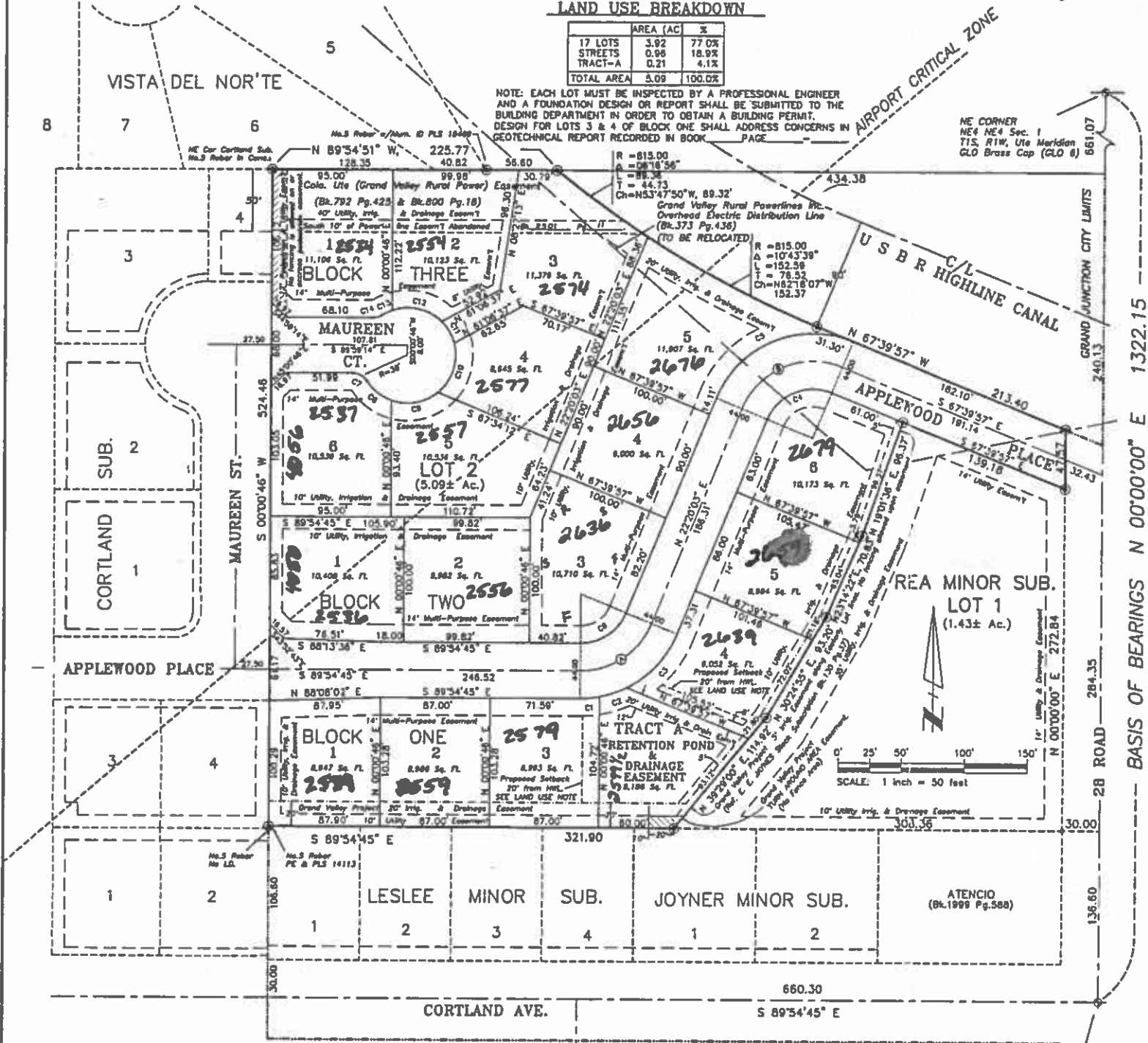
# APPLE BLOSSOM HEIGHTS

A Replat of Lot 2 of REA MINOR SUB. --- Part of NE4NE4, Sec.1, T1S, R1W, Ute Meridian, Mesa County, Colorado

## LAND USE BREAKDOWN

	AREA (AC)	%
17 LOTS	3.92	77.0%
STREETS	0.95	18.9%
TRACT-A	0.21	4.1%
<b>TOTAL AREA</b>	<b>5.09</b>	<b>100.0%</b>

NOTE: EACH LOT MUST BE INSPECTED BY A PROFESSIONAL ENGINEER AND A FOUNDATION DESIGN OR REPORT SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT IN ORDER TO OBTAIN A BUILDING PERMIT. DESIGN FOR LOTS 3 & 4 OF BLOCK ONE SHALL ADDRESS CONCERNS IN GEOTECHNICAL REPORT RECORDED IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_



2579 1/2 on Tract A for Pump house

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That LEO H. WARREN and HELEN WARREN, as Joint Tenants, to an undivided 75% interest and RONALD L. WARREN and DEBORAH M. WARREN, as Joint Tenants to an undivided 25% interest, are the owners of that real property being located in the Northeast Quarter (NE 1/4) Northeast Quarter (NE 1/4) of Section 1, Township 1 South, Range 1 West of the Ute Meridian, said property being LOT 2 of REA MINOR SUBDIVISION in City of Grand Junction, County of Mesa, State of Colorado, evidenced by instrument recorded in Book 2467 at Page 609 of the records of Mesa County Clerk and Recorder

The above LOT 2 of REA MINOR SUBDIVISION contains 3.09 acres, more or less.

That said owners have caused the said real property to be laid out and surveyed as APPLE BLOSSOM HEIGHTS, a subdivision of a part of the City of Grand Junction, County of Mesa, State of Colorado.

That said owners do hereby dedicate and set apart real property shown and labeled on the accompanying plat as follows:

- All Streets, Rights-of-Way & Pedestrian Easements to the City of Grand Junction for the use of the public forever;
- Tract A to Apple Blossom Heights Water and Drainage Company, their successors and assigns, for irrigation facilities and stormwater retention sites to be maintained by said Company, not the City of Grand Junction.
- All Multi-Purpose Easements to the City of Grand Junction for the use of public utilities as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances thereto including, but not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, water lines, telephone lines, private irrigation systems, and also for the installation and maintenance of traffic control facilities, street lighting, street trees and grade structures;
- All Utility Easements to the City of Grand Junction for the use of public utilities as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances thereto including, but not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, water lines and telephone lines.
- All Irrigation Easements to the owners (Apple Blossom Heights Water and Drainage Company), their successors and assigns as perpetual easements for the installation, operation, maintenance and repair of irrigation facilities.
- All Grand Valley Project Easements to Grand Valley Water Users Association/USA, their successors and assigns, for the installation, operation, and maintenance of Grand Valley Project irrigation facilities.
- All Drainage Easements to the owners (Apple Blossom Heights Water and Drainage Company) as perpetual easements for the conveyance of runoff water which originates within the area hereby platted or from upstream areas, through natural or man-made facilities above or below ground.

All easements include the right of ingress and egress on, along, over, under, and through and across by the beneficiaries, their successors, and assigns, together with the right to trim or remove interfering trees and brush, and in Drainage and Detention/Retention easements, the right to dredge; provided, however, that the beneficiaries of said easements shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of lots or tracts hereby platted shall not burden or overburden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

That said owners do hereby certify that to their knowledge no liens exist against the property being dedicated hereon.

IN WITNESS WHEREOF, said owners have caused their names to be hereunto subscribed this 10 day of October A.D., 1998.

Leo H. Warren  
Leo H. Warren  
Ronald L. Warren  
Ronald L. Warren  
Helen Warren  
Helen Warren  
Deborah M. Warren  
Deborah M. Warren

STATE OF COLORADO }  
COUNTY OF MESA } ss

The foregoing instrument was acknowledged before me this 19 day of October A.D., 1998

by Leo H. Warren, Helen Warren, Ronald L. Warren, Deborah M. Warren

My commission expires 7-15-01

Witness by hand and official seal  
Betty Haines  
Notary Public

CLERK AND RECORDERS' CERTIFICATE

STATE OF COLORADO }  
COUNTY OF MESA } ss

I hereby certify that this instrument was filed in my office at 11:32 o'clock A.M. this 25 day of Nov A.D. 1998, and is duly recorded in Plat Book No. 16 Page 320 Reception No. 1876245

Drawer GG21

Clerk & Recorder Deputy Fees: \$

CITY APPROVAL

This plat of APPLE BLOSSOM HEIGHTS, a subdivision of a part of the City of Grand Junction, County of Mesa, and State of Colorado was approved and accepted this 10<sup>th</sup> day of November A.D., 1998.

Mark Cohen City Manager  
Paul J. July President of Council

SURVEYOR'S CERTIFICATE

I, Walter Eldridge, a registered Professional Land Surveyor in the State of Colorado, do hereby certify that the survey as represented by this plat of APPLE BLOSSOM HEIGHTS, a subdivision of the County of Mesa, was prepared by me or under my direct supervision, responsibility and checking and conforms to all applicable requirements of the Zoning and Development Code of the City of Grand Junction and all applicable state laws and regulations, and that the survey and plat are correct to the best of my knowledge and belief.

Walter Eldridge Surveyor  
Date of Certification Oct. 16, 1998

NOTICE: According to Colorado Law you must commence any legal action based upon any defect in this survey within six 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.

FINAL PLAT

A Replat of Lot 2 of REA MINOR SUB.

APPLE BLOSSOM HEIGHTS

NE4NE4 Sec.1, T1S, R1W, UTE M.

DATE: August 24, 1998 SCALE: 1" = 50'

BENCHMARK is the South East corner of NE4 NE4 of Sec. 1 (T.1 S., R.1 W.) which is located at the intersection of 28 Road & Cortland Ave. The USGS datum elevation is 4754.43.

**M.A.P., INC.**  
MAPPING - PLANNING - SURVEYING  
P.O. BOX 290, MESA, COLORADO 81643  
(303)268-5851

COVENANTS AND RESTRICTIONS for APPLE BLOSSOM HEIGHTS are recorded in Book \_\_\_\_\_ at Pages \_\_\_\_\_ through \_\_\_\_\_ of the Mesa County Clerk and Recorder's Office.

AVIGATION EASEMENT covering all of APPLE BLOSSOM HEIGHTS are recorded in Book \_\_\_\_\_ at Pages \_\_\_\_\_ through \_\_\_\_\_ of the Mesa County Clerk and Recorder's Office.

### RSF-4 BUILDING SET BACKS

- MINIMUM FRONT YARD SETBACK = 45 FT. (From Right-of-Way Centerline)
- MINIMUM FRONT YARD SETBACK = 20 FT. (From Cul-De-Sac Right-of-Way Line)
- MINIMUM SIDEYARD (Principal Structure) = 7 FT.
- MINIMUM SIDEYARD (Accessory Structure) = 5 FT.
- NOTE: Setbacks for Lots 3 & 4 of Block One will be determined by foundation design. See Note Above.
- MINIMUM REAR YARD (Principal Structure) = 30 FT.
- MINIMUM REAR YARD (Accessory Structure) = 10 FT.
- MAXIMUM HEIGHT (All Structures) = 32 FT.

### LEGEND

- FOUND SECTION CONTROL MONUMENT, AS NOTED
- FOUND NO.5 REBAR W/ I.D. "AS NOTED"
- SET NO.5 REBAR W/ ALUM. I.D. CAP "MAP SURVEYS-PLS 11980"
- MONUMENT SET IN CONCRETE
- CALCULATED POSITION

### GRAND JUNCTION CITY LIMITS

### CURVE DATA

CURVE	LENGTH	DELTA	RADIUS	TANGENT	DIRECTION	CHORD
A	72.13	67°43'17"	81.00	40.95	N56°12'39"E	68.00
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C6	46.12	67°45'12"	39.00	26.18	N56°12'39"E	43.48
C7	14.03	57°25'18"	14.00	7.67	S81°10'37"E	13.45
C8	25.02	37°43'27"	38.00	12.98	S51°25'39"E	24.57
C9	39.18	59°03'08"	38.00	21.52	N80°11'04"E	37.45
C10	43.42	65°28'17"	38.00	24.43	N17°55'21"E	41.10
C11	20.24	30°31'19"	38.00	10.37	S30°04'27"E	20.00
C12	42.88	64°21'03"	38.00	23.91	S77°30'38"E	40.47
C13	8.28	12°30'20"	38.00	4.16	N64°03'41"E	8.28
C14	7.87	32°12'15"	14.00	4.04	N73°54'39"E	7.77

SE CORNER  
NE4 NE4 Sec. 1  
T1S, R1W, Ute Meridian  
MCSM No. 614-1

FP-1998-014

TCP  
SIF 292  
RSF-4

C-10  
T-21

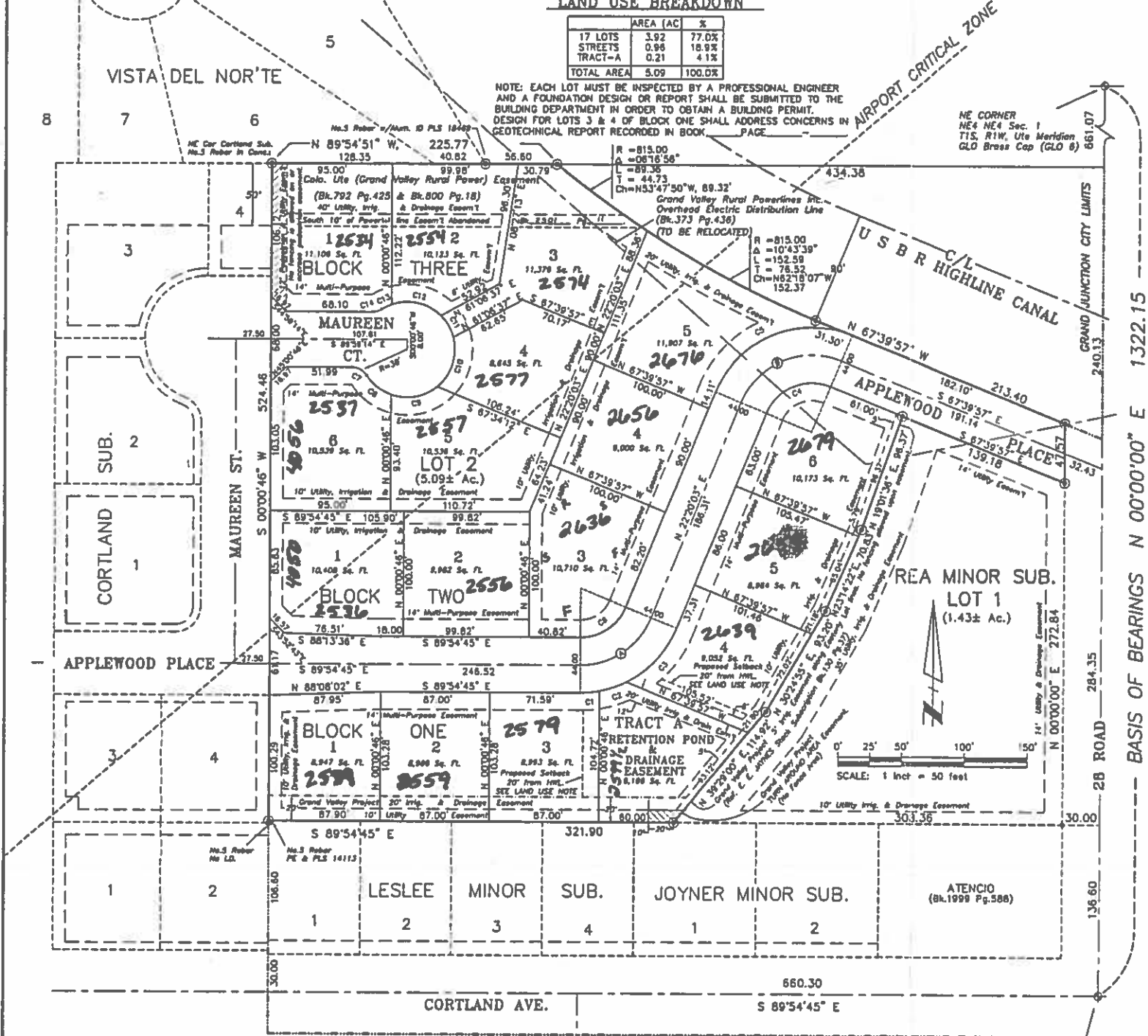
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2599 1/2 on TRACT A for Pump house

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That LEO H. WARREN and HELEN WARREN, as Joint Tenants, to an undivided 75% interest and RONALD L. WARREN and DEBORAH M. WARREN, as Joint Tenants to an undivided 25% interest, are the owners of that real property being located in the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 1, Township 1 South, Range 1 West of the Ute Meridian, sold property being LOT 2 of REA MINOR SUBDIVISION in City of Grand Junction, County of Mesa, State of Colorado, evidenced by instrument recorded in Book 2467 at Page 609 of the records of Mesa County Clerk and Recorder

The above LOT 2 of REA MINOR SUBDIVISION contains 5.09 acres, more or less.

That said owners have caused the said real property to be laid out and surveyed as APPLE BLOSSOM HEIGHTS, a subdivision of a part of the City of Grand Junction, County of Mesa, State of Colorado.

That said owners do hereby dedicate and set apart real property shown and labeled on the accompanying plat as follows:

- All Streets, Rights-of-Way & Pedestrian Easements to the City of Grand Junction for the use of the public forever;
- Tract A to Apple Blossom Heights Water and Drainage Company, their successors and assigns, for Irrigation Facilities and Stormwater Retention Site to be maintained by said Company, not the City of Grand Junction.
- All Multi-Purpose Easements to the City of Grand Junction for the use of public utilities as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances thereto including, but not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, water lines, telephone lines, private irrigation systems, and also for the installation and maintenance of traffic control facilities, street lighting, street trees and grade structures;
- All Utility Easements to the City of Grand Junction for the use of public utilities as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances thereto including, but not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, water lines and telephone lines;
- All Irrigation Easements to the owners (Apple Blossom Heights Water and Drainage Company) their successors and assigns as perpetual easements for the installation, operation, maintenance and repair of irrigation facilities;
- All Grand Valley Project Easements to Grand Valley Water Users Association/USA, their successors and assigns, for the installation, operation, and maintenance of Grand Valley Project irrigation facilities;
- All Drainage Easements to the owners (Apple Blossom Heights Water and Drainage Company) as perpetual easements for the conveyance of runoff water which originates within the area hereby platted or from upstream areas, through natural or man-made facilities above or below ground.

All easements include the right of ingress and egress on, along, over, under, and through and across by the beneficiaries, their successors, and assigns, together with the right to trim or remove interfering trees and brush, and in Drainage and Detention/Retention easements, the right to dredge; provided, however, that the beneficiaries of said easements shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of lots or tracts hereby platted shall not burden or overburden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

That said owners do hereby certify that to their knowledge no liens exist against the property being dedicated hereon.

IN WITNESS WHEREOF, said owners have caused their names to be hereunto subscribed this 19 day of October, A.D., 1998.

*Leo H. Warren*  
Leo H. Warren  
*Helen Warren*  
Helen Warren  
*Ronald L. Warren*  
Ronald L. Warren  
*Deborah M. Warren*  
Deborah M. Warren

STATE OF COLORADO

COUNTY OF MESA

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of October, A.D., 1998 by Leo H. Warren, Helen Warren, Ronald L. Warren, and Deborah M. Warren.

My commission expires 7-15-01

Witness by hand and official seal  
*Betty Huggins*  
Betty Huggins  
Notary Public

CLERK AND RECORDERS' CERTIFICATE

STATE OF COLORADO

COUNTY OF MESA

I hereby certify that this instrument was filed in my office at 11:37 o'clock A.M. this 25 day of NOV, A.D., 1998, and is duly recorded in Plat Book No. 16 Page 320 Reception No. 1876295  
Drawer GG21

Clerk & Recorder

Deputy

Fees: \$

## CITY APPROVAL

This plat of APPLE BLOSSOM HEIGHTS, a subdivision of a part of the City of Grand Junction, County of Mesa, and State of Colorado was approved and accepted this 10<sup>th</sup> day of November, A.D., 1998.

*Shirley A. Cohen*  
Shirley A. Cohen  
City Manager  
*David J. Juby*  
David J. Juby  
President of Council

## SURVEYOR'S CERTIFICATE

I, Millard Walter Eldridge, a registered Professional Land Surveyor in the State of Colorado, do hereby certify that the survey as represented by this plat of APPLE BLOSSOM HEIGHTS, a subdivision of the County of Mesa, was prepared by me or under my direct supervision, responsibility and checking and conforms to all applicable requirements of the Zoning and Development Code of the City of Grand Junction and all applicable state laws and regulations, and that the survey and plat are correct to the best of my knowledge and belief.



*Millard Walter Eldridge*  
Date of Certification: Oct. 16, 1998

NOTICE: According to Colorado Law you must commence any legal action based upon any defect in this survey within six 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.

## FINAL PLAT

A Replat of Lot 2 of REA MINOR SUB.

APPLE BLOSSOM HEIGHTS

NE4NE4 Sec.1, T1S, R1W, UTE M.

DATE: August 24, 1998 SCALE: 1" = 50'



P.O. BOX 290, MESA, COLORADO 81643  
(303)268-5851

## GRAND JUNCTION CITY LIMITS

## CURVE DATA

CURVE	LENGTH	DELTA	RADIUS	TANGENT	DIRECTION	CHORD
A	72.13	87°45'12"	61.00	40.95	N56°12'39"E	68.00
B	95.82	90°00'00"	61.00	61.00	N87°20'03"E	81.27
C1	15.50	10°42'00"	83.00	7.77	N84°44'15"E	15.48
C2	22.93	15°49'56"	83.00	11.54	N71°28'18"E	22.86
C3	59.71	41°13'16"	83.00	31.22	N42°36'41"E	56.43
C4	61.26	90°00'00"	39.00	39.00	N87°20'03"E	35.15
C5	130.38	90°00'00"	83.00	83.00	N87°20'03"E	117.38
C6	46.12	67°45'12"	39.00	28.18	N56°12'39"E	43.48
C7	14.03	57°25'16"	14.00	7.67	S61°18'37"E	13.45
C8	23.02	37°43'27"	39.00	12.98	S51°25'39"E	24.57
C9	38.18	59°03'08"	38.00	21.52	N80°11'04"E	37.45
C10	43.42	65°28'17"	38.00	24.43	N17°55'21"E	41.10
C11	20.24	30°31'19"	38.00	10.37	S30°04'27"E	20.00
C12	42.88	84°21'03"	38.00	23.91	S77°30'38"E	40.47
C13	8.29	12°30'20"	38.00	4.16	N64°03'41"E	8.28
C14	7.87	32°12'15"	14.00	4.04	N73°34'39"E	7.77

COVENANTS AND RESTRICTIONS for APPLE BLOSSOM HEIGHTS are recorded in Book \_\_\_\_\_ at Pages \_\_\_\_\_ through \_\_\_\_\_ of the Mesa County Clerk and Recorder's Office.

AVIGATION EASEMENT covering all of APPLE BLOSSOM HEIGHTS are recorded in Book \_\_\_\_\_ at Pages \_\_\_\_\_ through \_\_\_\_\_ of the Mesa County Clerk and Recorder's Office.

## RSF-4 BUILDING SET BACKS

- MINIMUM FRONT YARD SETBACK = 45 FT. (From Right-of-Way Centerline)
- MINIMUM FRONT YARD SETBACK = 20 FT. (From Cul-de-Sac Right-of-Way Line)
- MINIMUM SIDEYARD (Principal Structure) = 7 FT.
- MINIMUM SIDEYARD (Accessory Structure) = 3 FT.
- NOTE: Setbacks for Lots 3 & 4 of Block One will be determined by foundation design. Note Above.
- MINIMUM REAR YARD (Principal Structure) = 30 FT.
- MINIMUM REAR YARD (Accessory Structure) = 10 FT.
- MAXIMUM HEIGHT (All Structures) = 32 FT.

## LEGEND

- FOUND SECTION CONTROL MONUMENT, AS NOTED
- FOUND NO.5 REBAR W/ I.D. "AS NOTED"
- SET NO.5 REBAR W/ ALUM. I.D. CAP "MAP SURVEYS-PLS 11980"
- MONUMENT SET IN CONCRETE
- CALCULATED POSITION

SE CORNER  
NE4 NE4 Sec. 1  
T1S, R1W, Ute Meridian  
MCSM No. 814-1

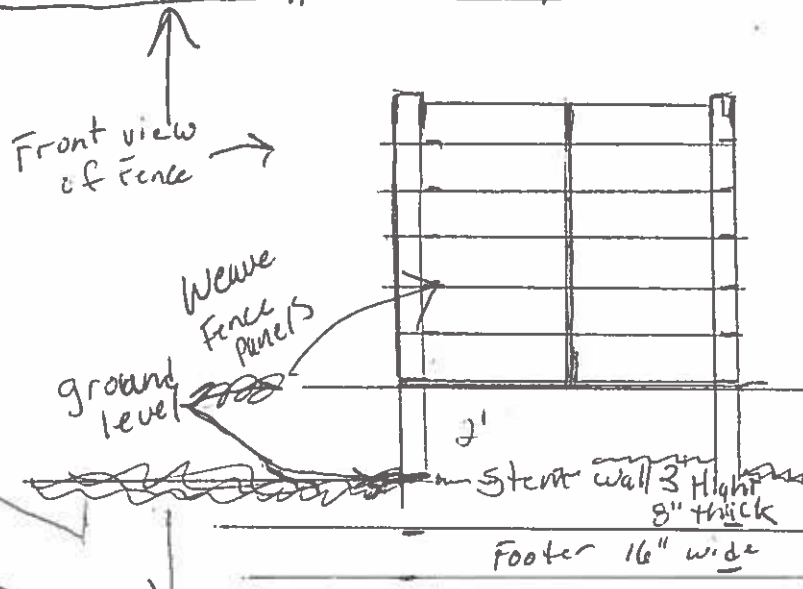
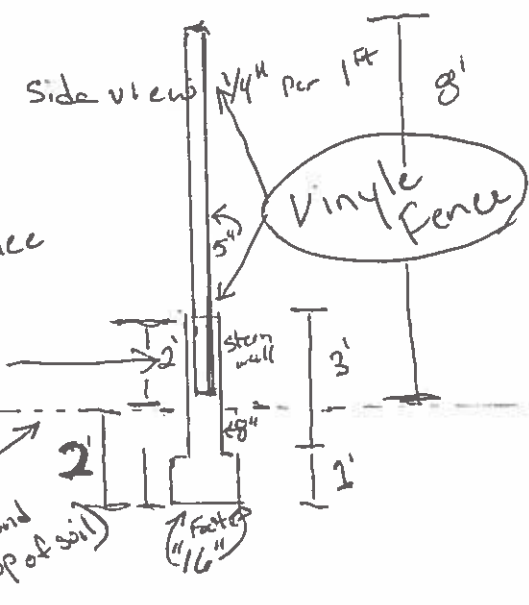
8708PLR2



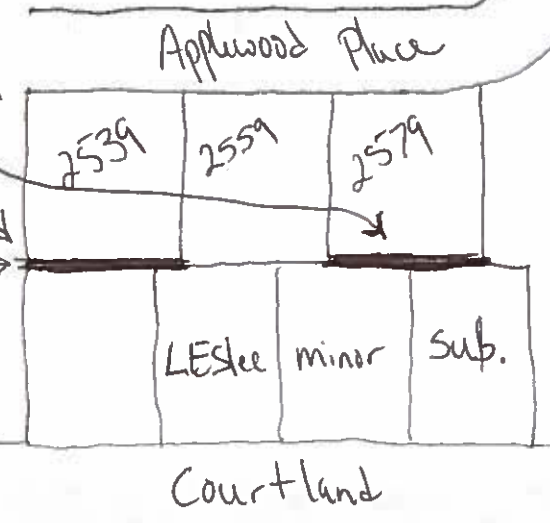
Proposed design & position of CUP & fence for 2539 & 2579 Applewood Pl  
 (Fence will only run East and west Along Leslie minor sub & Apple Blossom Heights Sub)

~~Fence & support~~  
 Fence foundation & Fence will run centered on property line Between Leslie minor & Apple Blossom Heights

Design



Location of Fence on property



28th

2539-5-Sub  
 243-6-276-Sub  
 243-6-276-Sub  
 1290-012  
 243-6-276-Sub



