

FEE \$	10.00
TCP \$	1589.00
SIF \$	460.00

**PLANNING CLEARANCE**  
(Single Family Residential and Accessory Structures)  
**Community Development Department**

BLDG PERMIT NO. \_\_\_\_\_

Building Address 737 Woodridge Ct.  
Parcel No. 2701-341-37-023  
Subdivision Woodridge  
Filing \_\_\_\_\_ Block \_\_\_\_\_ Lot 23

No. of Existing Bldgs 0 No. Proposed 1  
Sq. Ft. of Existing Bldgs 0 Sq. Ft. Proposed 1085<sup>4</sup>  
Sq. Ft. of Lot / Parcel 2566<sup>4</sup>  
Sq. Ft. Coverage of Lot by Structures & Impervious Surface (Total Existing & Proposed) 1900<sup>4</sup>  
Height of Proposed Structure 19'

**OWNER INFORMATION:**

Name RED HART Homes at Woodridge  
Address 2320 - E 1/2 Rd.  
City / State / Zip Grand Jet, CO 81503

DESCRIPTION OF WORK & INTENDED USE:  
 New Single Family Home (\*check type below)  
 Interior Remodel  Addition  
 Other (please specify): Townhome - attached Single Family

**APPLICANT INFORMATION:**

Name RED HART Const.  
Address 2320 - E 1/2 Rd.  
City / State / Zip Grand Jet, CO 81503  
Telephone 234-0822 - Dan

\*TYPE OF HOME PROPOSED:  
 Site Built  Manufactured Home (UBC)  
 Manufactured Home (HUD)  
 Other (please specify): \_\_\_\_\_

NOTES: New S/F Ranch Townhome w/ 1 car attached garage

**REQUIRED: One plot plan, on 8 1/2" x 11" paper, showing all existing & proposed structure location(s), parking, setbacks to all property lines, ingress/egress to the property, driveway location & width & all easements & rights-of-way which abut the parcel.**

THIS SECTION TO BE COMPLETED BY COMMUNITY DEVELOPMENT DEPARTMENT STAFF	
ZONE <u>PD</u>	Maximum coverage of lot by structures <u>70%</u>
SETBACKS: Front <u>20'</u> from property line (PL)	Permanent Foundation Required: YES <input checked="" type="checkbox"/> NO _____
Side <u>0</u> from PL Rear <u>10'</u> from PL	Parking Requirement <u>2</u>
Maximum Height of Structure(s) <u>35'</u>	Special Conditions _____
Voting District <u>B</u>	Driveway Location Approval <u>JAK</u> (Engineer's Initials)

Modifications to this Planning Clearance must be approved, in writing, by the Community Development Department. The structure authorized by this application cannot be occupied until a final inspection has been completed and a Certificate of Occupancy has been issued, if applicable, by the Building Department (Section 305, Uniform Building Code).

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 Signature Daniel R. Gault Date July 9 2005  
Department Approval JPR Wendy Spun Date 7/26/07

Additional water and/or sewer tap fee(s) are required: YES <input checked="" type="checkbox"/> NO _____	W/O No. <u>2090</u>
Utility Accounting <u>(Signature)</u>	Date <u>7/26/07</u>



RECEPTION #: 2372380, BK 4388 PG 782 04/02/2007 at 11:22:03 AM, 2 OF 10, R  
\$50.00 S \$1.00 Doc Code: COVENANTS Janice Rich, Mesa County, CO CLERK AND  
RECORDER

737 Woodridge Ct

from time to time. Common Area shall be divided into two categories, "General Common Area" and "Limited Common Area" having the following definitions:

(i) "General Common Area" means all Common Area except all Limited Common Area and may be designated by abbreviation on the plat as "GCB;"

(ii) "Limited Common Area" means those Common Areas designated or reserved herein on the plat map for the exclusive use by fewer than all of the Owners of Lots, and may be designated by abbreviation on the plat as "LCE" and shall include all sidewalks, driveways and patios constructed by or on behalf of the Declarant for use by specific Unit Owners, regardless of whether they are designated as LCE's on the plat map. The Limited Common Area is for the exclusive use of the Owners of the Units to which they are attached or relate, their respective invitees and guests.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Woodridge, LLC, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Architectural Control Committee" shall mean and refer to the Architectural Control Committee set forth at Article VI of this Declaration.

## ARTICLE II PROPERTY RIGHTS IN THE LOTS AND COMMON AREAS

Section 1. Title to the Lots. The Declarant, its successors and assigns, shall convey fee simple title to the Lots subject to current real property taxes, which taxes shall be prorated to the date of transfer, and easements, conditions and reservations then of record, including those set forth in this Declaration. No Owner shall be entitled to subdivide a Lot, nor shall any Owner be entitled to sever his ownership interest in a Lot from his membership in the Association, provided that this clause shall not be construed as precluding the Owner of a Lot from creating a co-tenancy or joint tenancy with any other person or persons.

Section 2. Title to the Common Area. The Declarant, its successors and assigns, shall convey by appropriate deed fee simple title to the Common Area to the Association, free and clear of all liens and encumbrances, except easements, conditions and reservations then of record, excluding those set forth in this Declaration.

Section 3. Members' Easements of Enjoyment. Every Member shall have a non-exclusive right and easement in and to the Common Area, including, but not limited to, an easement for ingress, egress and adjacent support over and through the Common Area, and easements for utilities and drainage. Each such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to adopt uniform rules and regulations pertaining to the use and enjoyment of the Common Area and for the use, operation and maintenance of any irrigation system owned by the Association.

b. The Association may borrow money and grant a mortgage or deed of trust on the Common Area or any part thereof for the purpose of improving the Common Area, provided any such mortgage or deed of trust shall be expressly subordinate to the rights of the Members herein;

c. The right of the Association to suspend a Member's voting rights for any period during which any Assessment against his Lot remains unpaid and delinquent; and for a period not to exceed (30) days for any single infraction of the rules and regulations of the Association, provided that any suspension of such voting rights, except for failure to pay assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the Bylaws of the Association;

d. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast