

# Table of Contents

File 1979-0005  
Date 10/16/00

Project Name: Sundance Builders – Planned Development-PD-20

P r e s e n t	S c a n n e d	<p>A few items are denoted with an asterisk (*), which means they are to be scanned for permanent record on the ISYS retrieval system. In some instances, not all entries designated to be scanned are present in the file. There are also documents specific to certain files, not found on the standard list. For this reason, a checklist has been included.</p> <p>Remaining items, (not selected for scanning), will be marked present on the checklist. This index can serve as a quick guide for the contents of each file.</p> <p>Files denoted with (**) are to be located using the ISYS Query System. Planning Clearance will need to be typed in full, as well as other entries such as Ordinances, Resolutions, Board of Appeals, and etc.</p>		
X	X	<b>*Summary Sheet – Table of Contents</b>		
		Application form		
		Receipts for fees paid for anything		
		<b>*Submittal checklist</b>		
		<b>*General project report</b>		
		Reduced copy of final plans or drawings		
		Reduction of assessor's map		
		Evidence of title, deeds		
		<b>*Mailing list</b>		
		Public notice cards		
		Record of certified mail		
		Legal description		
		Appraisal of raw land		
		Reduction of any maps – final copy		
		<b>*Final reports for drainage and soils (geotechnical reports)</b>		
		Other bound or nonbound reports		
		Traffic studies		
		Individual review comments from agencies		
		<b>*Consolidated review comments list</b>		
		<b>*Petitioner's response to comments</b>		
		<b>*Staff Reports</b>		
		<b>*Planning Commission staff report and exhibits</b>		
		<b>*City Council staff report and exhibits</b>		
		<b>*Summary sheet of final conditions</b>		
		<b>*Letters and correspondence dated after the date of final approval (pertaining to change in conditions or expiration date)</b>		
<b><u>DOCUMENTS SPECIFIC TO THIS DEVELOPMENT FILE:</u></b>				
X	X	X	X	Certification of Plat from Roger Head , Mesa Co. Surveyor- 6/8/81
X	X	X	X	Letter from Sue Drissel to Sundance Builders re: comments to be addressed-11/29/79
X	X	X		Record of Final Plat Recording
X	X	X	X	Letter from Mesa Co. Planning Commission Dept. of Health re: Gamma radiation survey -tailings deposits indicated -10/11/79
X	X	X		Letter from Del Beaver to Douglas Fassbinder re: approval of item - 2/6/79
X		X		Elevation Map
X		X	X	Final Development Plan
X	X	X		Utilities Composite Map
X	X	X		Drainage Map, Drainage Study
X	X			Letter from Douglas Fassbinder , Sundance Builders, Inc. to Planning Dept. – 1/30/81
X	X			Letter from James teple to Development Dept. re: request for reschedule to Jan. meeting– 12/13/79
X	X			Letter from Bob Bright, Planner to Doug Fossbinder re: requesting Final Plat, Final Dev. Plan, and Utility Composite and Drainage

Subdivision SUNDANCE Bldgs PLANNED Dev. - PD-20

Date 3 JAN 79

Item # 5-79

Petitioner SUNDANCE Bldgs

LOC. S. of PATTERSON Rd., 1000' W. of 29rd.

8.38 ACRES

118 D.U.

14.08 U/A

Review Agencies Comments

Review Agencies Comments

NOTE NEED ADD'L 20'  
R.O.W. for PATTERSON Rd.  
CK. ST. NAMES

Put this one together &  
ok lots.



Action Taken

Action Taken

P.C. Recommend Approval of

P.C. \_\_\_\_\_

C.C. 2/21/79 approved subj

C.C. \_\_\_\_\_

Comments

Comments

Rezoneg. Dev. Plan, and  
Subdiv. layout. subj  
to Staff & Review Comm.



ITEMS REQUIRED FROM DEVELOPER

Check

Utility Agreement

Title Investigation

Drainage

Landscaping

Covenants

Improvements Guarantee

Annexation

Other (Specify)

Es 8.497  
units 118  
Density \_\_\_\_\_

ACTION SHEET

File # 5-79  
Zone PR-14  
Tax Area Code \_\_\_\_\_

Activity Final Plat & Plan - Peppersidge

Phase FINAL

Date Neighbors Notified \_\_\_\_\_

Date Submitted 1 Nov 79

Date CIC/MCC Legal Ad \_\_\_\_\_

Date Mailed Out Nov 2, 1979

PC Hearing Date 27 Nov 79

Review Agencies \_\_\_\_\_

10 day Review Period - Return By Nov. 12, 1979

Send

- \_\_\_\_\_ COUNTY ROAD DEPARTMENT
- \_\_\_\_\_ COUNTY HEALTH DEPARTMENT
- COUNTY SURVEYOR
- \_\_\_\_\_ COMTRONICS
- \_\_\_\_\_ GRAND VALLEY RURAL POWER
- MOUNTAIN BELL
- PUBLIC SERVICE
- \_\_\_\_\_ SOIL CONSERVATION SERVICE
- \_\_\_\_\_ SCHOOL DISTRICT 51
- \_\_\_\_\_ STATE HIGHWAY
- \_\_\_\_\_ STATE GEOLOGICAL
- \_\_\_\_\_ STATE HEALTH - RADIOLOGICAL
- \_\_\_\_\_ TRANSAMERICA TITLE

Send

- FIRE city
- IRRIGATION Grand Valley
- DRAINAGE Grand Valley Project
- WATER (UTE) CLIFTON
- \_\_\_\_\_ SEWER \_\_\_\_\_
- CITY ENGINEER/UTILITIES \_\_\_\_\_
- \_\_\_\_\_ MACK, LOMA, MESA, COLBRAN
- \_\_\_\_\_ FRUITA, PALISADE
- Comp. Team
- P.D. - Ed Underwood

<u>Board</u>	<u>Date</u>	<u>Comments</u>
<u>CSAC</u>	<u>11-27-79</u>	<u>rec. app of final plat &amp; plan sub. D staff comments.</u>
<u>CIC</u>	<u>2/4/81</u>	<u>App - on Consent agenda - sub. to PC, staff &amp; review comments</u>

Common Location S of Patterson Rd approx 1000' west of 29 road.

Staff Comments

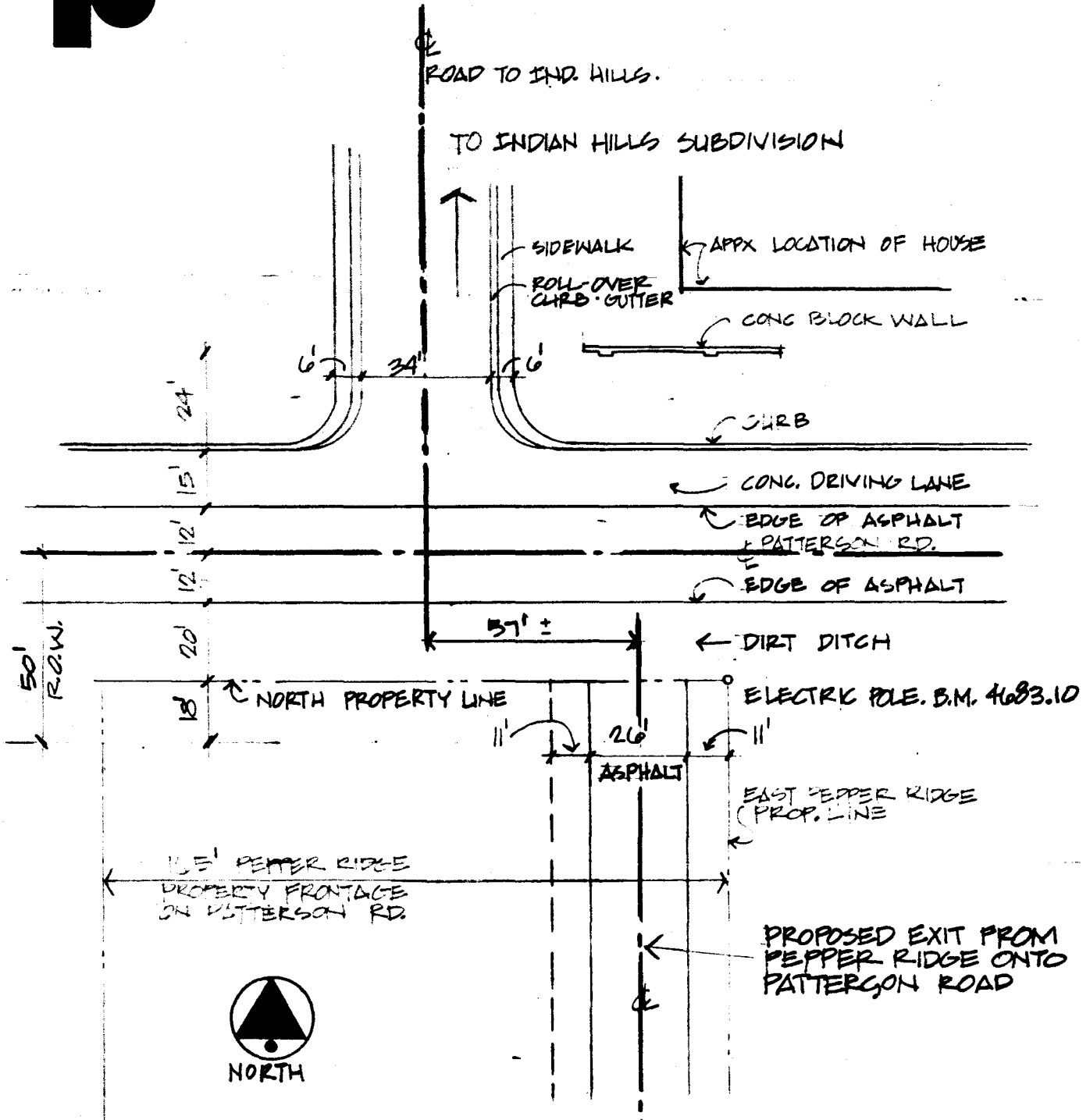
Need easement dedication for  
off site

Original Documents

- \_\_\_\_\_ Imp. Agreement \$ \_\_\_\_\_ Appraisal x .05 = \$ \_\_\_\_\_ Open Space;
- \_\_\_\_\_ Imp. Guarantee Receipt # \_\_\_\_\_ Check # \_\_\_\_\_
- \_\_\_\_\_ Covenants \_\_\_\_\_ Open Space Dedication
- \_\_\_\_\_ Power of Attorney
- \_\_\_\_\_ Dev. Schedule



associated  
architects  
artists &  
planners



ROAD OFFSET FROM INDIAN HILLS SUBDIVISION  
& PROPOSED PEPPER RIDGE P.D. ONTO PATTERSON RD.

DRAWN FEB 15 1979 - JOT

# PLANNED RESIDENCE

## 14.07 units per acre

SITE AREA = 0.883 ACRES

UNITS	TYPE	QUANTITY
11	DUPLEXES	28
5	FIVE PLEXES	20
1	SIX PLEX	6
1	SEVEN PLEX	7
1	EIGHT PLEX	8
2	NINE PLEXES	18
2	SIXTEEN PLEXES	34
<b>TOTAL LIVING UNITS =</b>		<b>116</b>

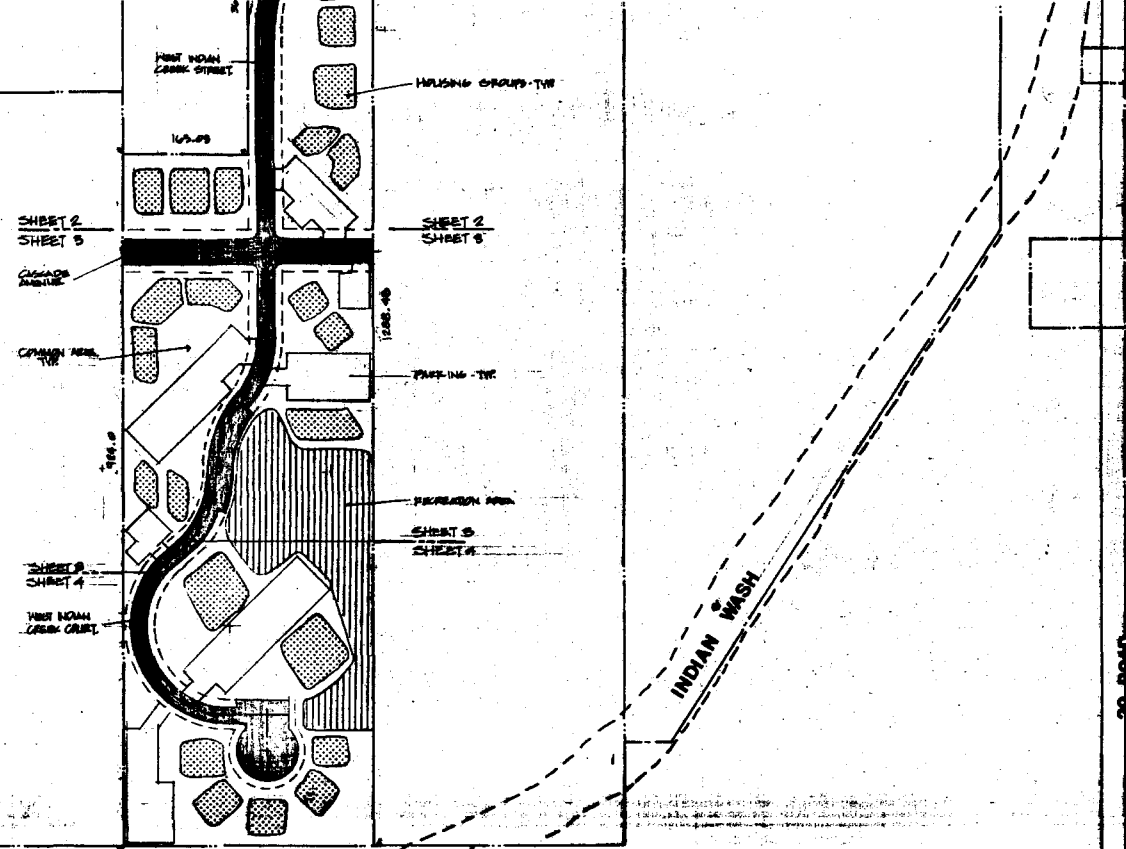
PARKING OFF STREET	211
ON STREET	25
FOR VEHICLES	236
<b>TOTAL PARKING SPACES</b>	<b>236</b>
<b>PARKING PER UNIT</b>	<b>2.03</b>

### TOTAL BUILDING FOOTPRINT AREA

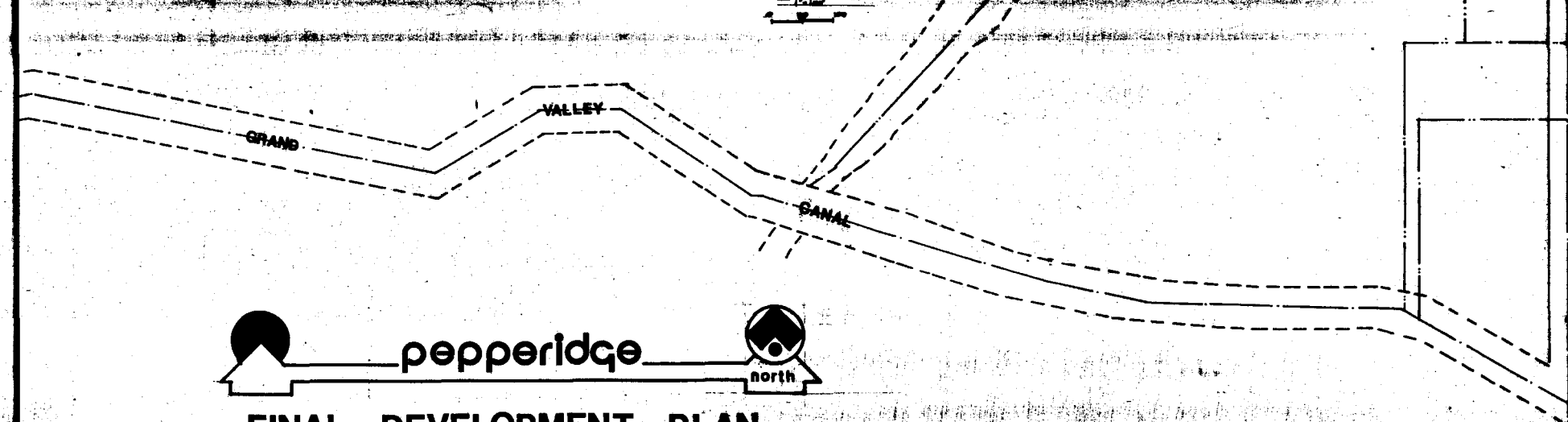
TOTAL SQ. FT. = 84,000  
PERCENT OF SITE = 19.7%

### TOTAL SITE OPEN SPACE

RECREATION AREA = 39,700 SQ. FT.  
COMMON SPACE = 54,200 SQ. FT.  
**TOTAL OPEN SPACE = 94,100**  
PERCENT OF SITE = 25.7%



AREA & SITE PLAN



FINAL DEVELOPMENT PLAN

D & D Raman

Arrange where it leaves this property  
to Indian Wash <sup>go through</sup> a portion ~~to~~ of  
private property. Need proof of  
judgment.

REVIEW SHEET SUMMARY

FILE # 5-79

ITEM SUNDANCE BUILDERS PLANNED DEVELOPMENT - PD-20

PC MEETING DATE January 30, 1979

HCC/CC MEETING DATE \_\_\_\_\_

<u>DATE REC.</u>	<u>COMMENTS</u>	
1-19-79	CITY FIRE	18" Ute water main in Patterson; submit composite water plan for fire protection including statement of required fire flow.
1-19-79	CITY UTILITIES	No utilities shown: design shown for trash tank areas may need redesign for front end pickup type trucks
1-19-79	PARKS & RECREATION	<p>There needs to be more variety in shrubs used. With a variety of heights, colors and seasonal variations, a great deal of interest can be generated by these plants. Paper Birch is a lovely tree, but would not be one that would grow here. The use of more naturalized plantings, such as Russian Olive, Tamarix, Skunkbrush, Sumac and Silver buffaloberry would be useful on the periphery or around areas such as the recreation vehicle parking lot. These plants are more drought and pest resistant than are other "exotic" or imported plants.</p> <p>Because of the high salts content in the soils in that area, some salt burn may occur. Good quality topsoil in the tree pits would help this problem. A poly-culture lawn mix would be less susceptible to disease than would a straight Merion Bluegrass lawn. In common years what would be wrong with using Buffalograss, Blue Grama, or Fairway Crested Wheatgrass; they use less water, fertilizer and maintenance than conventional Bluegrass lawns. This alternate type lawn should be considered in areas where the appearance is not critical. Where a Bluegrass lawn is desired, a mixture of several varieties of Bluegrass would be far superior to Merion alone. may we suggest 50% Merion or Baron, 40% Newport and Park 10% as a mixture.</p> <p>I wonder about the effectiveness of the Hughes Juniper along the roadway on sheet 2. They do not really serve any functional purpose and are a token gesture as being aesthetic.</p>
1-19-79	POLICE DEPARTMENT	Approve with the number of off-street parking provided.
1-19-79	CITY TRAFFIC	With the 26 ft. curb to curb street there is not adequate width to allow parking on street, therefore all parking requirements along this street must be met in <u>on site</u> parking. "No Parking" signs must also be maintained for enforcement. Guest Parking areas are half on public right-of-way if 90° parking used which also necessitates backing onto the street, not recommended maneuver.
1-19-79	City Engineering	<p>1. 1st driveway S. of Patterson Road is too close to Patterson Road. Based on our check of potential operation conflicts, it should be not closer than 75 feet from centerline of Patterson Road to fit future improvements.</p> <p>2. Choice of street sections seems appropriate based on there being additional off-street parking in excess of that normally required for this type of development. Is that additional off-street parking provided for?</p>

CITY ENGINEERING: RON RISH, CONTINUED

3. Sidewalk deletions at certain locations along streets which they are proposing seem justified based on function. One exception to this is on south side of street at bldg. #1 on cul-de-sac. Sidewalk should be provided there to serve RV parking to bldgs. around cul-ped traffic.

4. A 5' concrete gutter pan should be provided at edge of 40' mat on cul-de-sac to accomodate street drainage while still allowing the driveways proposed.

5. Those 3 right angle "guest parking" lots adjacent to the street are very bad practice from standpoint of operational hazard. I recommend the parking either be off-street or parallel to the street.

6. We need 50' half right-of-way on Patterson Rd. and power of attorney for full street improvements

7. We need power of attorney for full street improvements from cul-de-sac to east property line

8. Concerning storm drainage: Note on plans refers to 8: pipes at street crossings. This is too small to maintain. 12" minimum storm sewer required and all pipes and ditches must be sized based on drainage calculations by an engineer. These should be with next submittal. Not clear how street drainage will be transported from cul-de-sac to Indian Wash. Route looks ok. Drainage easement to Indian Wash will be necessary.

1/15/79 PUBLIC SERVICE

Electric: 15' perimeter easement. Additional easements to be requested at time of final plat or by exhibit easement at time of construction.  
Gas: will require exhibit easement for construction of gas. Location of easements will depend on service requirements. Suggest builder contact PS.CO. Gas Engineering before final plat is started.

STAFF RECOMMENDATIONS: Recommend approval subject to review comments and reorganization of structures to allow for greater common open area.

COMPREHENSIVE TEAM This parcel is definitely eligible for upzoning on the basis of proximity to the City limits.

GJPC: GRAHAM/MIKESELL/PASSED 5-2 (SIMONETTI AND FLAGER VOTING AGAINST)/A MOTION TO RECOMMEND APPROVAL TO THE CITY COUNCIL OF ZONING CHANGE TO PD-20.

MIKESELL/SCHOENBECK/PASSED 5-2 (SIMONETTI AND FLAGER VOTING AGAINST)/A MOTION TO RECOMMEND APPROVAL TO THE CITY COUNCIL OF THE DEVELOPMENT PLAN, SUBJECT TO STAFF AND REVIEW SHEET COMMENTS.

SCHOENBECK/PICKENS/PASSED 5-2 (SIMONETTI AND FLAGER VOTING AGAINST)/A MOTION TO RECOMMEND APPROVAL TO THE CITY COUNCIL OF THE SUBDIVISION PLAN, SUBJECT TO STAFF AND REVIEW SHEET COMMENTS.

CITY COUNCIL 2-21-79

MOVED BY COUNCILMAN O'DWYER: THAT THE PROPOSED ORDINANCE BE PASSED FOR PUBLICATION. SECONDED BY COUNCILMAN DUNN.

MOVED BY COUNCILMAN KOZISEK: THAT THE PRELIMINARY DEVELOPMENT PLAN BE APPROVED SUBJECT TO THE CONDITIONS OF THE PLANNING COMMISSION AND SUBJECT TO THE PETITIONER ADDRESSING THE TWO GUEST PARKING AREAS SO THAT THEY DO NOT USE THE PUBLIC STREET FOR BACKING. SECONDED BY COUNCILMAN O'DWYER.



REVIEW SHEET SUMMARY

FILE # 5-79

DATE SENT TO REVIEW AGENCIES 11/2/79

ITEM PEPPERIDGE SUBDIVISION-FINAL PLAN

DATE DUE 11/12/79

AND PLAT

PC MEETING DATE \_\_\_\_\_

MCC/CC MEETING DATE \_\_\_\_\_

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
11/8/79	CITY ENGINEER-RISH	<p>20 ft. radii are required on the rights of way lines at all street intersection corners. Detailed street construction plans must be submitted to and approved by the City Engineer prior to construction. No hydrology or hydraulics calculations or drainage grading scheme is submitted. The implied outletting to Indian Wash shown on the utilities composite is good but the flows and their impacts on the development should be quantified. A generalized drainage plan should be prepared. Power of attorney for F Road full street improvements should be granted prior to development filing. The 3 foot sidewalk shown on the east side of West Indian Creek Court is unacceptable. If on street parking is desired, the half right of way should be widened in that area to 27½ feet and a standard street section used. Otherwise, no on street parking should be permitted on the 44 ft street right of way sections. Use of the 44 ft and 55 ft street sections seem appropriate as they have proposed. It is understood no on street parking will be permitted on the 44 ft section. The trash pickup locations cause those oversized driveways. They seem justified to allow for the large packers to maneuver, but I do not think having large packers back into the street is good design. It is not clear what they propose for the cul-de-sac. Some form of curb and gutter or gutter section will be needed to control the street drainage. It appears all the runoff from the development will end up at this cul-de-sac. Will it be contained in the street in a controlled manner and then into inlet(s) and pipe to Indian Wash? A sidewalk should be provided for the housing units around the cul-de-sac. Street right of way should be dedicated to stub the south end of West Indian Creek Court to the east so the next subdivision may be tied in the future. This stub should be improved by the next development to the east.</p>
11-13-79	CITY FIRE	<p>Please note attached plat for hydrant addition and locations. 8" line on S. end of subdivision should be looped or provisions made to be looped at a future date. West Indian Creek St. is not acceptable. Should read West Indian Creek Drive.</p>

5-79 PEPPERIDGE SUBDIVISION - FINAL PLAN & PLAT

- 11-14-79 PUBLIC SERVICE Gas: will require 6 ft. front lot easement along East side of West Indian Creek Street to Cascade Avenue then 6 ft. front lot easement along both sides of Cascade Avenue and West Indian Creek Street around cul-de-sac will require delineated easements within common areas depending on service locations or would prefer all common areas be designated as utility easements. Developer to contact PSCo. with service requirements and locations. ELECTRIC: will require additional easements as shown on attached plat. If all common areas were to be designated as utility easements, the easements on the plat that are in the common areas could be eliminated. We will work with the developer as to specific service locations. PLANNING DEPARTMENT NOTE: Request that before plat goes for final approval and filing, that PSCo. have chance to sign off on both utility plan and the final plat that will be put to record. (The City and County differ on their sign off procedures - can they be made the same?)
- 11-14-79 UTE WATER It is the policy of the Ute Water District that a data sheet showing total peak fixture use, elevation of the building sites, and any future development, be submitted to the District office before water service will be approved. Both fire flow requirements and domestic water totals are needed to make the proper comments or approval. Ute has an 18" AC line in "F" Road that could serve the area. Tap fees and extension policies in effect will apply. All policies in effect for condo's and apartments will apply.
- 11-14-79 CITY UTILITIES Sewer main must follow street unless there is some physical impossibility, such as grade, as to why it cannot be located in the street. The line in the easement to connect to the proposed Fall's sewer line is okay provided the easement is dedicated to city but the rest must remain in West Indian Creek Court. The sewer as shown has a distance of 670 feet between two manholes - the maximum allowed is 400 feet. Trash collection from a rear load truck will be provided so less obtrusive collection points can be provided.
- 11-27-79 DESIGN & DEVELOPMENT PLANNER Overall design of development seems to work very well, except for the following considerations:  
1. Landscaping of individual units should be completed before occupancy, unless alternate arrangements have been made.  
2. Trash areas should be screened (fenced). Developer should contact City Utilities Dept. at time of installation of trash containers to determine whether provisions should be made for front-or-rear loading trucks.  
3. Entry detail, and oversized sign (shown in illustration) are part of this approval. Dimensions and materials should be submitted prior to City Council hearing.  
4. Proposed Cottonwood and Maple trees should be replaced with a more appropriate and heartier species for this area.

11-27-79

STAFF RECOMMENDATIONS:

Recommend approval as the petitioner has addressed the following stipulations and has agreed to submit necessary information before City Council hearing:

1. Detailed street construction plans must be submitted to the City Engineer and approved prior to construction,
2. Drainage problems, as per City Engineer comments, should be worked out by City Council hearing.

5-79 PEPPERIDGE SUBDIVISION - FINAL PLAN & PLAT

STAFF RECOMMENDATIONS (Continued) -

3. Sidewalks should be provided for housing units around cul-de-sac.
4. West Indian Creek Street should be changed to West Indian Creek Drive.
5. Contact Public Service regarding additional easements.
6. Correct sewer problems as per City Utilities comment.
7. Address Design & Development Planner comments concerning:
  - timing of landscaping
  - signage dimensions and materials
  - screening of trash areas
  - replacing Cottonwood and Maple trees in landscape plan with heartier species.

GRAND JUNCTION PLANNING-COMMISSION

FRANK/SCHOENBECK/PASSED 7-0 TO RECOMMEND APPROVAL SUBJECT TO STAFF COMMENTS OF THE FINAL PLAN.

FRANK/RIDER/PASSED 7-0 TO RECOMMEND APPROVAL OF THE FINAL PLAT.

STATE OF COLORADO, COUNTY OF MESA  
RECORDED AT 4:37 P.M. JUN 8 1981  
RECEPTION NO. 1259404 EARL SAWYER, RECORDER

PEPPERIDGE

1981  
#5-79

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by SUNDANCE BUILDERS, INC., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Grand Junction, County of Mesa, State of Colorado, which is more particularly described as:

BEGINNING at a point which bears N90°00'00"E. 165.00 feet from the Northwest Corner of the NE¼ NE¼ of Section 7, T.1 S., R.1 E., Ute P.M.; thence N.90°00'00"E. 165.00 feet along the North line of the NE¼ NE¼ of said Section 7 to the East line of the W¼ NE¼ NE¼ of said Section 7; thence, S.00°01'29"W. 373.00 feet along the East line of said W¼ NE¼ NE¼ of said Section 7; thence S.90°00'00"W. 165.02 feet; thence N.00°01'45"W. 373.00 feet to the point of beginning containing 1.413 acres, more or less, said parcel subject to Road right-of-way along the North 50 feet.

TRACT A, TRACT B, BLOCK ONE, and LOTS 1 through 11, BLOCK ONE.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, 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 inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to PEPPERIDGE HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Tracts A and B

according to the plat of Pepperidge Filing No. 1 as recorded in the county recorder's office of Mesa County, Colorado;

The Association will also own and maintain for the use and convenience of the owners the irrigation water system, as well as pertinent easements thereon, from the HIGHLINE DITCH COMPANY.

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 SUNDANCE BUILDERS, INC., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which 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 charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed Sixty (60) days for any infraction of its published rules and regulations;

(c) 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 agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2.     Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3.     Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the use of not more than one (1) automobile parking space, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign one (1) vehicle parking space for each dwelling.

Section 4.     Removal of Waste Material. It shall be the responsibility of each owner to remove snow and/or waste material from his assigned parking space, and any walkways to the said assigned parking space, if used exclusively for the convenience of the dwelling owner. Removal of snow and/or waste material on all unassigned lots and common driveways and walkways shall be the responsibility of the Association.

Section 5.     Minor Encroachments. Minor encroachments due to minor variations in construction, building encroachments, settlement, repairs, reconstruction or any like situation shall not be considered an exception to the title. An easement is hereby granted for any such minor encroachment.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1.     Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2.     The Association shall have two classes of voting membership:

Class A.     Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B.     The Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever comes earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On January 1, 1986; or
- (c) Upon abandonment of the project by the Declarant, defined as failure to initiate further construction of the project, for a period of six months.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

###### Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Basis and Maximum of Annual Assessments. Until January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Four Hundred and Twenty Dollars (\$420.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D. C.) for the preceding month of July.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote

of the members for the next succeeding two (2) years and at the end of each such period of two (2) years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

Section 4. Special Assessments for Capital Improvements. In the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first



annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

#### ARTICLE V

#### INSURANCE

Section 1. Casualty Insurance on Insurable Common Area. The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the annual assessments made by the Association.

In addition to casualty insurance on the Common Area, the Association, through the Board of Directors, may elect to obtain and continue in effect, on behalf of all Owners, adequate blanket casualty and fire insurance in such form as the Board of Directors deems appropriate in an amount equal to the full

replacement value, without deduction for depreciation or coinsurance, of all of the Units, including the structural portions and fixtures thereof, owned by such Owners. Insurance premiums from any such blanket insurance coverage, and any other insurance premiums paid by the Association shall be common expenses of the Association to be included in the regular annual assessments of the Owners, as levied by the Association. The insurance coverage with respect to the Units shall be written in the name of, and the proceeds thereof shall be payable to, the Association as Trustee for the Owners.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of, any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other annual or special assessments made against such Owner. In the event that the Association is maintaining blanket casualty and fire insurance on the Units on the Lots in the Properties, the Association shall repair or replace the same from the insurance proceeds available.

Section 3. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

## ARTICLE VI

### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior additions to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## ARTICLE VII

## GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment of court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. (a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

(b) The land referred to in this subsection is situated in the State of Colorado, County of Mesa, and is described as follows:

The South 924 feet of the  $W\frac{1}{2}$   $NE\frac{1}{4}$   $NE\frac{1}{4}$  and the  $E\frac{1}{2}$   $W\frac{1}{4}$   $NE\frac{1}{4}$   $NE\frac{1}{4}$  of Section 7, Township 1 South, Range 1 East of the Ute Meridian.

The above described land may be annexed by the Declarant without the consent of members within five (5) years of the date of this instrument provided that the F.H.A. and V.A. determine that annexation is in accord with the general plan heretofore approved by them.

Section 5. F.H.A./V.A. Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

## ARTICLE VIII

## PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribute from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators.

## ARTICLE IX

## EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows:

Paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 15th day of May, 1981.

SUNDANCE BUILDERS, INC., a Colorado Corporation

By Douglas M. Fassbinder  
Douglas M. Fassbinder, President

By Paula A. Fassbinder  
Paula A. Fassbinder, Secretary

"DECLARANT"

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF M E S A    )

On May 15, 1981, before me, a Notary Public for the within County and State, personally appeared DOUGLAS M. FASSBINDER, President, and PAULA A. FASSBINDER, Secretary, who represented and acknowledged to me that they were such officers of the within Corporation, and that they have executed the within instrument on behalf of said Corporation, in accordance with the Corporation's By-Laws.

My commission expires February 10, 1985.



Barbara Saxe  
Notary Public

C Neal Carpenter,  
President  
N. Kent Baker  
Eugene R. Brauer  
Gordon W. Bruchner  
Patrick C. Dwyer  
Robert J. Shreve  
Dale J. Steichen  
Robert D. Thomas  
Gary R. Windolph

# ARIX

A Professional Corporation

Engineers Architects Planners

760 Horizon Drive  
Grand Junction, Colorado 81501  
303 243 7569

DATE: October 11, 1979

TO: Mesa County Planning Commission  
Colorado Department of Health

Gentlemen:

A gamma radiation survey was conducted in compliance with Senate Bill #35 as a portion of our client services. The following information is presented as details of this survey.

Proposed Building Site

Location/Description Pepperidge Subdivision (9 acres)

Owner's Name Sundance Builders

Owner's Address 631 Fort Uncomphagre Drive, Grand Junction, Colorado

Survey Requested by W.H. Lizer and Associates

Date of Survey October 11, 1979 Survey by J. Tell Tappan

Instrument Type Mt. Sopris Model SC-129 Serial Number 300

CALIBRATION: Cross calibrated with gas proportional ionization chamber

SURVEY RESULTS (See attached plat map)

- All meter readings less than 0.02 milliRoentgen per hour (20 micro R/h). No tailings indicated.
- Highest reading between .02 - .04 milliRoentgens per hour.
- Some readings greater than .04 milliRoentgens per hour.
- Gamma radiation coming from adjacent area.
- Tailings deposits indicated.

OFFICE COPY

Description of Deposit. Mixed in surface soil north section of property, extending from north edge of vacant house to fence about 60 feet north of house.

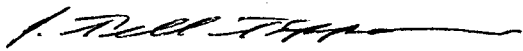
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RECOMMENDATIONS:

Excavate tailings from area and transport to the Colorado Department of Health Tailings Repository prior to commencing construction. Contact the Colorado Department of Health (245-2400) for monitoring assistance during tailings removal.

Respectfully submitted,

ARIX, A Professional Corporation

  
J. Tell Tappan, Health Physicist

JTT:ss

Enclosures: Plat Map

cc: 1 - Client w/enclosure  
1 - File w/enclosure

City  
County  
Development  
Department

CITY OF GRAND JUNCTION—MESA COUNTY—COLORADO 81501  
559 WHITE AVE.—ROOM 60—DIAL (303) 243-9200 EXT 343

November 29, 1979

Sundance Builders  
2516 Foresite Circle  
Grand Junction, Co 81501

Dear Sirs:

On November 27, 1979 your petition for Pepperidge Subdivision was approved by the Grand Junction Planning Commission subject to the staff and review sheet comments being addressed and a Power of Attorney for improvements on F Road be submitted.

These stipulations must be met before the Grand Junction City Council hearing on December 19, 1979. Please be present or have a representative in attendance.

Feel free to contact our office if you have any questions.

Sincerely,



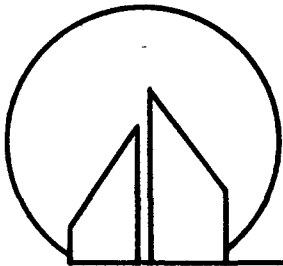
Sue Drissel  
Planning Tech. I

cc file #5-79

Associated Architects, Artists, & Planners  
127 N. 8th

W. H. Lizer  
492 29 Road





**sundance**  
builders, inc.

DESIGN - BUILD

Douglas M. Fassbinder  
2516 Foresight Circle South  
Grand Junction, CO 81501  
245-1863

January 30, 1981

City of Grand Junction  
Planning Department

In reference to the Review Sheet Summary dated 11/2/79, we have completed all of the required items on the comment sheet.

<u>AGENCY</u>	<u>COMMENTS</u>
CITY ENGINEER-RISH	The street has the required 20' radii and all construction documents have been submitted. We also have completed the required drainage scheme. We are also submitting the required Power of Attorney for F Road. We have revised the plan to accommodate the extra 3' sidewalk on West Indian Creek and widened the standard street detail to 27-1/2'. We have changed the trash pick-up areas to accommodate the new City collectors. We have straightened out the cul-de-sac to allow for future access and as stated before addressed the drainage problem in the Hydrology Report.
CITY FIRE	We have made provisions to loop the system and changed the street name to W. Indian Creek Drive.
PUBLIC SERVICE	We have designated all common areas as utility easements thus eliminating specific easements. We have designated a signature line on the final plat to sign off gas and electric.
UTE WATER	The Water District has the necessary data sheets and all lines have been sized accordingly.

CITY UTILITIES

Because of grades and distances we were unable to locate all sewer lines in the street but they are located in the center of drive areas and all necessary easements are dedicated. All manholes' distances were reduced to a minimum of 400.' Trash collection areas have been redesigned.

DESIGN AND DEVELOPMENT PLANNER

Landscaping will be completed as combined units are finished and sprinkling systems will be installed as weather conditions permit. Trash areas have been fenced and shrubs put around for additional screening. Drawing of sign detail included in final drawings as attached. We have removed the maple trees and replaced with another species and the cottonwoods designated are a hearty fast-growing hybrid developed for this area.

STAFF RECOMMENDATIONS:

1. All street construction plans have been submitted.
2. Drainage problems have been worked out with City Engineer.
3. Sidewalks provided around cul-de-sac.
4. Street name changed to Drive.
5. Total common area changed to easements.
6. Sewer worked out.
7. See Design & Development clause above.