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File 1980-0019
Date 4/6/01

Project Name: Fruitridge Townhomes – Rezone R1B to PR-7.6

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>
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X	X	*Summary Sheet – Table of Contents
		Application form
		Receipts for fees paid for anything
		*Submittal checklist
	X	*General project report
		Reduced copy of final plans or drawings
		Reduction of assessor's map
		Evidence of title, deeds
X	X	*Mailing list
		Public notice cards
		Record of certified mail
X		Legal description
		Appraisal of raw land
		Reduction of any maps – final copy
		*Final reports for drainage and soils (geotechnical reports)
		Other bound or nonbound reports
		Traffic studies
		Individual review comments from agencies
		*Consolidated review comments list
		*Petitioner's response to comments
		*Staff Reports
		*Planning Commission staff report and exhibits
		*City Council staff report and exhibits
		*Summary sheet of final conditions
		*Letters and correspondence dated after the date of final approval (pertaining to change in conditions or expiration date)

DOCUMENTS SPECIFIC TO THIS DEVELOPMENT FILE:

X	X	Action Sheet			
X	X	Review Sheet Summary			
X		Review Sheets			
X	X	Letter from D.W. Canfield to Jim Pickens – 3/21/80			
X	X	Petition of residents that oppose zone change and letter from Alex Bauer and Edith Bauer to Jim Pickens			
X	X	Declaration of Covenants			
X	X	Preliminary Development Plan			
X	X	Letter from Sue Drissel to Walter K. Waymeyer - denial of petition – 3/27/80			
X		Elevation Plan & Location Map			
X	X	Preliminary Plan			

Acres 3.3
Units _____
Density 7.6

ACTION SHEET

File # 180
Zone R-1-B
Tax Area Code _____

Activity REZONE R-1B TO PR 7.6 & Fruitridge Townhomes
~~PRELIM. PLAU~~

Phase PRELIMINARY Date Neighbors Notified 3-17-80

Date Submitted 3 MARCH 80 Date CIC/MCC Legal Ad _____

Date Mailed Out _____ PC Hearing Date 25 MARCH 80

Review Agencies 10 Day Review Period - Return By _____

- | | |
|--|---|
| Send | Send |
| _____ COUNTY ROAD DEPARTMENT | <input checked="" type="checkbox"/> FIRE <u>CITY</u> |
| _____ COUNTY HEALTH DEPARTMENT | <input checked="" type="checkbox"/> IRRIGATION <u>GRAND VALLEY</u> |
| _____ COUNTY SURVEYOR | <input checked="" type="checkbox"/> DRAINAGE <u>GRAND Jct.</u> |
| _____ COUNTY ELECTRONICS | _____ WATER (UTE, CLIFTON) |
| _____ GRAND VALLEY RURAL POWER | _____ SEWER |
| <input checked="" type="checkbox"/> MOUNTAIN BELL | <input checked="" type="checkbox"/> CITY ENGINEER/ ^{TRAUSE} UTILITIES |
| <input checked="" type="checkbox"/> PUBLIC SERVICE | _____ MACK, LOMA, MESA, COLLEBRAN |
| _____ SOIL CONSERVATION SERVICE | _____ FRUITA, PALISADE |
| _____ SCHOOL DISTRICT 51 | <input checked="" type="checkbox"/> <u>Jim Patterson</u> |
| _____ STATE HIGHWAY | <input checked="" type="checkbox"/> <u>PD - Ed Vander Took</u> |
| _____ STATE GEOLOGICAL | <input checked="" type="checkbox"/> <u>ENERGY OFFICE</u> |
| _____ STATE HEALTH - RADIOLOGICAL | <input checked="" type="checkbox"/> <u>PARKS & REC -</u> |
| _____ TRANSAMERICA TITLE | _____ |

2 review SHEETS

Board	Date	Comments
<u>6JPC</u>	<u>3-25-80</u>	<u>rec deny zone change b/c of neighbors disapproval - sugg. developer use lower density - prelim. plan -> denied because zone denied</u>
<u>CiB</u>	<u>4/16/80</u>	<u>council referred to fact finding next hearing. (MAY 7)</u>
<u>BIC</u>	<u>5/7/80</u>	<u>denied</u>

Common Location South Of Patterson Rd & Approx. 800'
EAST OF 1ST STREET

Staff Comments _____

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

50

Barbara Brown
305 Patterson Rd.
Grand Junction, CO 81501

Alex Bauer
2551 Mayfair Drive
Grand Junction, CO 81501

Edwin Hintz
2541 Mayfair Drive
Grand Junction, CO 81501

Earl Gladys
2531 Mayfair Drive
Grand Junction, CO 81501

R.L. Baker
2521 Mayfair Drive
Grand Junction, CO 81501

Hal Thornburg
391 McFarland Ct.
Grand Junction, CO 81501

Richard Weber
221 Willowbrook Rd.
Grand Junction, CO 81501

Michael J. Feltus
217 Willowbrook
Grand Junction, CO 81501

Frank Chearo
213 Willowbrook
Grand Junction, CO 81501

Robert R. Denning
145 Lost Lane
Grand Junction, CO 81501

Kate K. Denning
145 Lost Lane
Grand Junction, CO 81501

Keith W. Miller
235 Park Drive
Grand Junction, CO 81501

W.J. Traber
135 Lost Lane
Grand Junction, CO 81501

*Earl Athearn
2531 Mayfair
City 81501*

P E T I T I O N

We the undersigned residents of the area oppose the Development Plan and Zone Change Request for Fruitridge Townhomes for the following and other reasons:

- 1. Substantial increase in density over abutting R-1-A and R-1-B.
- 2. Development is not in harmony with abutting R-1-A and R-1-B developed area.
- 3. Substantial traffic increase onto Patterson Road on overcrowded stretch of Patterson.
- 4. Proposed emergency vehicle crash gates.

NAME	ADDRESS	
<u>Kate K Denning</u>	<u>145 Lost Lane</u>	Owner of property at NE corner of Park Drive and Lost Ln
<u>Robert H. Auding</u>	<u>145 Lost Lane</u>	
<u>William J. Traber</u>	<u>735 Lost Lane</u>	
<u>Harriet M. Traber</u>	<u>135 Lost Lane</u>	
<u>Keith Manahan</u>	<u>135 Park Dr.</u>	
<u>Sally R. Manahan</u>	<u>135 Park Dr.</u>	
<u>Sam L. Salataris</u>	<u>109 Park Dr.</u>	
<u>Mary L. Salataris</u>	<u>109 Park Dr.</u>	
<u>Georgia M. Holmes</u>	<u>107 Park Dr.</u>	
<u>London W. Moore</u>	<u>105 Park Dr.</u>	
<u>Linda J. Craig</u>	<u>2502 No. 1st.</u>	
<u>Clarence V. Craig</u>	<u>2502 N. 1st St.</u>	
<u>John Moore</u>	<u>105 Park Dr.</u>	
<u>James C. Davis Pres. Mission Temple Association</u>		2400 Consistory Court
<u> </u>	<u> </u>	
<u> </u>	<u> </u>	

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4. Proposed emergency vehicle crash gates.

NAME	ADDRESS
<u>J. P. Baker</u>	<u>2521 Mayfair Dr. G. J. Co.</u>
<u>J. [unclear]</u>	<u>313 Mayfair</u>
<u>Lynn [unclear]</u>	<u>303 Mayfair</u>
<u>Lynn A. James</u>	<u>308 Mayfair G. Jct. Colo</u>
<u>Frank L. Wagner</u>	<u>323 Mayfair Dr Grand Junction Colo</u>
<u>Frances L. Harper</u>	<u>333 Mayfair Dr. Grand Junction Colo</u>
<u>Blaine D. Ford</u>	<u>2522 Mira Vista, Grand Jct, Colo.</u>
<u>Margaret Prentiss</u>	<u>2532 Mira Vista, Grand Jct. Colo.</u>
<u>Palma [unclear]</u>	<u>2562 Mira Vista, Dr. Jct, CO</u>
<u>Thomas H. Ingwersen.</u>	<u>2604 MIRA VISTA DR GNO. JCT. CO.</u>
<u>R.R. Bloom</u>	<u>2512 Mira Vista Dr. Grand Jct. Co.</u>
<u>Folly Bloom</u>	<u>2512 Mira Vista Rd.</u>
<u>Howard H. McMullen</u>	<u>2532 Mira Vista Rd</u>
<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>

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- 4. Proposed emergency vehicle crash gates.

NAME	ADDRESS
<u>John J. Munday</u>	<u>321 McFarland Ct.</u>
<u>Jean Munday</u>	
<u>Elizabeth P. Kooz</u>	<u>380 McFarland Ct.</u>
<u>William Boet</u>	
<u>Murray</u>	<u>360 17 11</u>
<u>Thomas J. M. Brown</u>	<u>Lots 1,3,4,5,6,7,8 West. Hill McFarland Est.</u>
<u>Sandra Wagner</u>	
<u>Sally Wagner</u>	<u>351 McFarland Court</u>
<u>Thomas J. Newton</u>	
<u>Carol Newton</u>	<u>320 McFarland Ct.</u>
<u>Leland & Arthur Gorr</u>	<u>330 McFarland Ct.</u>
<u>Dr. J. Lehmkulle</u>	
<u>Margaret Lehmkulle</u>	<u>361 McFarland Ct.</u>
<u>Gail & Jim Nelson</u>	<u>371 McFarland Ct.</u>
<u>Grace E. McKee</u>	<u>381 McFarland Ct</u>
<u>Bele Chadwick</u>	
<u>Jerald D. Chadwick</u>	<u>341 McFarland Ct.</u>
<u>C. N. Perry Jr.</u>	<u>331 McFarland Ct</u>
<u>Jean Perry</u>	<u>331 McFarland Ct</u>
<u>Dorothe Angle</u>	<u>300 McFarland Ct</u>
<u>Eugene R. Angle</u>	<u>300 McFarland Ct.</u>
<u>Arlan & Norma Jean Feil</u>	<u>301 McFarland Ct.</u>
<u>DAMON THORNBURG</u>	<u>391 McFARLAND CT.</u>

PRELIMINARY DEVELOPMENT PLAN
AND
ZONE CHANGE REQUEST
FOR
FRUITRIDGE TOWNHOMES

March, 1980

Owner and Developer:

Walter Waymeyer

Engineers & Planners:

Paragon Engineering, Inc.
P.O. Box 2872
Grand Junction, CO 81502
(303) 243-8966



PARAGON ENGINEERING, INC.

P.O. Box 2872
2784 Crossroads Blvd., Suite 104
Grand Junction, Colorado 81501 (303) 243-8966

March 3, 1980

Grand Junction Planning Commission
Mesa County Courthouse
Grand Junction, CO. 81501

Dear Members:

Enclosed is a Preliminary Development Plan and Zone Change Request for Fruitridge Townhomes, a planned unit development.

The enclosed maps and statements have been prepared in order that you may assess the relative merits of the proposed development.

A member of our firm and the developer will be at the next regular meeting of the Planning Commission to discuss the project and to answer any questions which may arise.

Sincerely,

Thomas A. Logue

TAL/kk

PRELIMINARY DEVELOPMENT PLAN
FOR
FRUITRIDGE TOWNHOMES
"A PLANNED UNIT DEVELOPMENT"

GENERAL

The enclosed maps and statements are provided as a requirement of the City of Grand Junction Planned Development regulations. This information is intended to provide the Planning Commission with sufficient background data to assess the Preliminary Development Plan for Fruitridge Townhomes.

CHARACTER OF FRUITRIDGE TOWNHOMES

The site of the proposed development is approximately 3.3 acres located in the City of Grand Junction and is presently zoned R-1-B. The site is located along Patterson Road in the Northeasterly portion of the City of Grand Junction (see exhibit 1). The property is basically flat East to West and slopes from the South to the North.

Presently there are eight rental units, three duplexes and two single family units. All of the existing units except for three are to be removed.

Areas adjoining the site are primarily residential in nature. The Masonic Temple adjoins the property to the South. Single family residences abut the subject site on the East and West. A complex of apartment units lie in close proximity at the Southeast corner of First and Patterson.

Development pressure in the City of Grand Junction indicates that additional housing is required. The availability of townhomes is very limited at this time, and the vigorous development activity in the surrounding area indicates that

this is an acceptable location for a use of this type. It is felt that "infilling" areas within the city is both desirable and efficient from service and cost perspectives. Additional development of the type proposed is consistent with the new "Colorado Human Settlement Policies".

Fruitridge Townhomes consists of 22 townhome units. A single family and duplex unit will remain on the proposed site, resulting in a total of 25 units. The resulting density would be 7.6 units per acre.

Common private space consists of 1.7 acres or approximately 52.8% of the total area in the proposed development. All of the open space, as well as the private patio areas will be totally landscaped. A proposed planting list is included with this narrative. Every attempt has been made to preserve existing trees and shrubery presently located on the site.

Low intensity lighting will be used to light the streets, walkways and open spaces throughout the project.

The proposed 22 units within Fruitridge Townhomes consist of four 4 unit buildings and one 6 unit building. The units will be townhomes. The proposed townhome units will range from 1500 sq. ft. for the two bedroom units to 1800 sq. ft. for the 3 bedroom units. All units will include attached two car garages. Private patio areas will be provided for at the rear of each unit. In addition to the parking provided in each garage and driveway, 22 additional parking spaces will be provided for guest parking, bringing the total parking to 73 spaces, or 3.3 spaces per unit.

The accompanying plan shows the relationship of the building sites to each other, proposed parking areas, pedestrian and traffic circulation as well as

depicting a typical building elevation.

Strict architectural controls will be instigated to protect the development from undesirable influences. To achieve this, a set of covenants, conditions and restrictions will be adopted to insure protection to the residents of Fruitridge townhomes and the surrounding areas. In order to promote the health, safety and welfare of the residents in Fruitridge Townhomes, a corporate Homeowners Association will be formed.

Sanitary sewer, water, electric and gas lines are presently installed adjacent to and in Patterson Road and Lost Lane adjoining the site. It is anticipated that the City of Grand Junction will provide sewer service, and the Ute Water Conservancy District will provide water services. An irrigation system is proposed to be provided to facilitate the watering of the open spaces and lawn areas. Irrigation water will be taken from an existing ditch which presently crosses the site. Existing ditches crossing the site will be piped. Each unit will have its own gas, water and electric meter and will be wired for telephone and cable television.

The access drive and all parking areas shown on the plan will be privately owned and maintained by all of the residents within Fruitridge Townhomes. The development plan calls for the private drive to be asphalt paved to a minimum width of 22 feet. All drive and parking areas will be asphalt surfaced. A turn around is provided for at the end of the proposed private road. Patterson Road, a major arterial, will be the primary access point to the site. An emergency crash gate will be provided for at the South end of the site. Present plans by the City of Grand Junction call for major improvements to Patterson Road between First Street and 7th Street during 1980.

The proposed development does not lie within any major drainage courses. The site is not adversely affected by off-site drainage. The proposed private drive will carry most of the surface drainage away from the proposed development.

The property is located within walking distance of all schools which will serve the development. Under present school district policy, elementary students will attend Tope Elementary , junior high students will attend West Junior High, and high school students will attend Grand Junction High School.

A hospital is located within a one-half mile radius of the property. Several retail and commercial outlets are also located within a one-half mile radius of the proposed development on Patterson Road, First Street and North Avenue.

LAND OWNERSHIP

The land within Fruitridge Townhomes is presently owned by Walter Waymeyer of Huntington Beach, California.

DEVELOPMENT SCHEDULE

It is anticipated that the total development of the property will occur over a two year period. The rate of development is dependent upon the community's growth and housing needs. Development of Fruitridge Townhomes will begin immediately upon the approval of the final development plan at the Southerly end of the site. All landscaping will be completed prior to occupancy of the living units.

LAND USE SUMMARY

Area in Public R.O.W.	0.22 acres	6.65%
Area in Private Drive & Parking	0.43 acres	13.00%
Townhome Building Area	0.60 acres	18.12%
Area in Private Patios	0.36 acres	10.88%
Private Open Space	1.38 acres	41.70%

Total existing units = 3

Proposed Townhome units = 22

Total 25

Total Area = 3.31 acres.

Density = 7.6 dwelling units per acre.

MAPS

In this narrative, we have enclosed drawings which schematically illustrate the character and density of dwellings, roadway systems, parking areas and site location.

APPENDIX

- Planting list
- Zone Change Request
- Proof of Ownership Document
- Adjoining Property Owners list
- Preliminary Plan Application
- Subdivision Summary Form

PLANTS REPRESENTED IN SYMBOLS WOULD BE SELECTED FROM THE FOLLOWING GROUPS :

SHADE TREES: (2" CALIPER OR LARGER)

- GLEDITSIA SPECIES (THORNLESS HONEY LOCUST)
- FRAXINUS SPECIES (ASHES) - TILIA SPECIES (LINDENS)
- ELAEAGNUS SPECIES (RUSSIAN OLIVE)
- PLATANUS SPECIES (SYCAMORE)

SPECIMEN TREES: (2" CALIPER OR LARGER)

- CERCIS SPECIES (REDBUD) - PINUS SPECIES (PINON PINES)
- CRATAEGUS SPECIES (HAWTHORNE)
- PRUNUS SPECIES (STERILE VARIETIES ONLY)
- JUNIPERUS SPECIES (UPRIGHT JUNIPER)
- KOELREUTERIA (GOLDEN RAIN TREE)
- SORBUS SPECIES (MOUNTAIN ASH)

FLOWERING SHRUBS

- SYRINGA SPECIES (LILACS) - FORSYTHIA SPECIES
- BERBERIS SPECIES (BARBERRY) - POTENTILLA SPECIES
(CINQUEFOILS)

NON-FLOWERING SHRUBS

- JUNIPERUS SPECIES (PROSTRATE & MEDIUM JUNIPERS)
- PINUS SPECIES (MUGHO PINES)

(Check One)

CITY
 COUNTY

REZONE APPLICATION

Receipt # _____

Date Received _____

Received By _____

We, the undersigned, being the owner of the following described property, situated in Mesa County, state of Colorado, to wit:

ATTACH TYPED LEGAL DESCRIPTION ON SEPARATE SHEET.

Containing 3.31 acres, more or less, do respectfully petition and request an amendment to the zoning map of GRAND JUNCTION (enter Grand Junction/or Mesa County) from R-1-B to P.R.-7.6.

INDICATE PRIMARY CONTACT PERSON FOR CORRESPONDENCE:

PROPERTY OWNER <input checked="" type="checkbox"/>	DEVELOPER <input checked="" type="checkbox"/>	REPRESENTATIVE <input checked="" type="checkbox"/>
<u>Walter K. Waymeyer</u>	<u>Paragon Engineering Inc.</u>	
Name	Name <u>92647</u>	Name
<u>16091 Hilton Lane, Huntington Beach CA.</u>	<u>P.O. Box 2872, Grand Jct. CO 81502</u>	<u>P.O. Box 2872, Grand Jct. CO 81502</u>
Address	Address	Address
		<u>243-8966</u>
Business Phone	Business Phone	Business Phone

NOTE: Legal owner is owner of record on date of submittal.

COMMON LOCATION: 800 ft. East of 1st Street & South of Patterson Road
(Address of Development)

SUBMITTAL REQUIREMENTS:

- a. NAMES, ADDRESSES OF ALL PROPERTY OWNERS WHO DIRECTLY ADJUT THE SUBJECT PROPERTY (including across streets, roads, ditches), ATTACHED ON A SEPARATE SHEET THAT IS PROVIDED.
- b. AN ASSESSORS' MAP(S) SHOWING THE PROPERTY OUTLINED IN RED REQUESTED FOR REZONING, AND ALL PROPERTY WITHIN ONE-HALF MILE THEREOF, INCLUDING PROPERTY ACROSS ROADWAYS, CANALS, RAILROADS, ETC. AND ONE REDUCTION OF THE ASSESSORS' MAP NOT LARGER THAN 11 1/4" x 14".
- c. EIGHTEEN (18) COPIES OF THE APPLICATION, PLUS THE ORIGINAL.
- d. ALL REQUESTS FOR REZONING WILL BE ACCOMPANIED BY AN IMPACT STUDY PRESENTING SPECIFIC DATA ON ALL OF THE FOLLOWING POINTS:
 - 1. NEED FOR SUCH ADDITIONAL CHANGE.
 - 2. IMPACT (PRESENT AND FUTURE) ON THE SURROUNDING AREA, DEVELOPED AND UNDEVELOPED.
 - 3. ACCESS TO AREA; TRAFFIC PATTERNS.
 - 4. ACCESSIBILITY OF UTILITIES.
 - 5. IMPACT ON FACILITIES: SEWER, WATER, POLICE, FIRE, SANITATION, TRAFFIC, PARKS, SCHOOLS, etc.
 - 6. RESIDENTIAL ZONES ONLY: DISTANCE TO BUSINESS CENTERS, EMPLOYMENT CENTERS AND COMMUNITY FACILITIES (SCHOOLS, PARKS, CHURCHES, etc.)
 - 7. BUSINESS, COMMERCIAL, OR INDUSTRIAL ZONES ONLY: NEIGHBORHOOD TO BE SERVED. N/A

WE HEREBY ACKNOWLEDGE that we have familiarized ourselves with the rules and the 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 this application and review sheet comments. WE RECOGNIZE that we ourselves, or our representative(s), must be present at all hearings. In the event that the petitioner is not represented, the item will be dropped from the agenda, and an additional fee charged to cover re-scheduling expenses before it can again be placed on the agenda.

RESPECTFULLY SUBMITTED (Signatures of Property Owners)

Walter K. Waymeyer 16091 Hilton Ln
 Signature Address
HUNTINGTON BEACH, CA 926

 Signature Address

STATE OF COLORADO, COUNTY OF WELD
RECORDED AT 4:23 P.M.
DESCRIPTION NO. 1202099

SEP 5 1979

EX 1217 PAGE 583

INSTALLMENT LAND CONTRACT

THIS CONTRACT made and entered into this 31st day of August, 1979, by and between JOHN I. GORDON and SHARON A. GORDON, hereinafter called "Seller," and TWELTH NORTH JUNCTION INVESTMENT, LTD, hereinafter called "Purchaser."

WITNESSETH THAT:

WHEREAS, the Seller and Purchaser have heretofore, on the 10th day of February, 1977, entered into an Installment Land Contract relating to the property which is the subject of this Contract; and

WHEREAS, the Seller and the Purchaser have renegotiated the terms of the Contract to sell the property subject hereto; and

WHEREAS, a portion of the purchase price for said property pursuant to the Contract entered into the 10th day of February, 1977, has been paid, leaving a balance owing as of August 14, 1979, of \$112,892.31, which amount will be paid by the Purchaser to the Seller pursuant to this Contract.

THEREFORE, it is agreed and stated as follows:

1. In accordance with the terms and conditions hereinafter set forth, Seller agrees to sell and Purchaser agrees to buy the following described real property situate in the County of Mesa, State of Colorado, to-wit:

PARCEL 1: Beginning at the SE Corner of Lot 12 of Park Lane Subdivision, thence North 20°10' East along the East line of Lot 12 125 feet, thence South 81°49' West 123 feet, thence South 5°30' East 115 feet to the South line of Lot 11 of Park Lane Subdivision, thence North 84°24' East 154.5 feet to beginning.

PARCEL II:
Beginning 734 feet East of NW corner NW¼ Section 11, Township 1 South, Range 1 West of the Ute Meridian, thence South 20°10' East 622.5 feet, thence South 65°30' East 113.3 feet, thence North 631.27 feet, thence West 317.6 feet to beginning with all rights of way and easements appurtenant thereto, all improvements thereon and all fixtures of a permanent nature, if any, in their present condition, known as number 115 Park Drive and 2615 F Road, Grand Junction, Colorado, subject to the following encumbrances: Loan No. 6262-8 payable at \$655.50 monthly.

current balance December 20, 1976, was \$52,745.44 and LOAN NO. 6579-9 payable at \$116.00 balance as of December 20, 1976, \$8,678.83, both loans with The Modern Savings & Loan Association.

Price to include: All personal property not belonging to tenants and used by owners in rental units, Bill of Sale to be included; and to include nine (9) shares of stock in the Grand Valley Irrigation Co.

2. Concurrently with the execution of this agreement, the parties have executed an escrow agreement incorporating the terms hereof, with Bank of Orchard Mesa, a corporation, as escrow agent, and the Seller has heretofore executed and delivered to said escrow agent a warranty deed conveying the above described property to the purchaser, which deed is to be delivered to the purchaser on his fulfillment of the terms of this contract.

3. Of the full purchase price of \$175,000.00, Purchaser agrees to pay Seller the remaining balance of \$112,892.31, as follows:

The amount of \$112,892.31 together with interest on said unpaid balance at the rate of 9.5% per annum, in monthly installments of not less than \$1,000.00 per month, including interest, beginning on the 10th day of August, 1979, and on the 10th day of each calendar month thereafter until principal and interest have been paid in full. The entire balance of principal and interest shall be due and payable on or before February 10, 1999, if not previously paid.

From and after the 10th day of February, 1977, the Purchaser shall pay all taxes and assessments levied on said property including taxes for special improvements now installed. In case of the failure of the Purchaser to make such payments when due, the Seller may pay such taxes or assessments, and all monies thus paid, with interest thereon at 9.5% per annum, shall become so much additional indebtedness under the terms of this contract, or Seller may declare a default as provided in Paragraph 6.

4. Payment shall be applied first to interest, and then to principal. Purchaser shall have the right of prepayment of all or any part of principal at any time without penalty. In the event of any prepayment, this Contract shall not be treated as in default with respect to the payment, so long as the unpaid balance

Barbara Brown
305 Patterson Rd.
Grand Junction, CO 81501

Alex Bauer
2551 Mayfair Drive
Grand Junction, CO 81501

Edwin Hintz
2541 Mayfair Drive
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145 Lost Lane
Grand Junction, CO 81501

Keith W. Miller
235 Park Drive
Grand Junction, CO 81501

W.J. Traber
135 Lost Lane
Grand Junction, CO 81501

Fruitridge

A. (18) COPIES OF THIS APPLICATION REQUIRED. NUMBERING SYSTEM CORRESPONDS WITH GRAND JUNCTION DEVELOPMENT REGULATIONS. LAYOUTS AND DESIGNS INITIATED FOR THIS APPLICATION SHOULD INCORPORATE THE DESIGN STANDARDS REVIEWED IN SECTION III OF THE REGULATION. IF QUESTION NOT APPLICABLE, INDICATE BY N/A.

B. FRUITRIDGE TOWNHOMES
(Name of Subdivision)

C. Owners and or/Subdividers

Walter K. Waymeyer _____
(Name) (Name) (Name)

16091 Hilton Lane, Huntington Beach CA. 92647 _____
(Address) (Address) (Address)

N.A. _____
(Business Phone) (Business Phone) (Business Phone)

Designer:

Paragon Engineering Inc. _____
(Name) 243-8966 _____
(Business Phone)

P.O. Box 2872, Grand Junction CO _____
(Address) Colo. P.E. No. 9402 _____
(Registration and Number)

D. Legal Description. (Attach additional sheets as necessary.)
See Attached Ownership Document

Total Acreage 3.31

E. Eighteen (18) copies of completed application and map submitted?

Yes X No _____ If "no", explain: _____

The following checklist shall be completed to insure that the map contains the essential information required by the subdivision regulations.

FOR COMPLETE SUBMITTAL REQUIREMENTS, SEE THE GRAND JUNCTION DEVELOPMENT REGULATIONS. INCOMPLETE SUBMITTALS WILL NOT BE ACCEPTED!

27-2.2 f. Scale and Size

- (1) Proposed Name X
- (2) Location and Boundaries X
- (3) Names and Addresses of Subdivider and Engineer or Surveyor X

- | | | | | |
|------|--|-------------------|-------------------|---|
| (4) | Date of Preparation | <u> </u> | <u> </u> | X |
| (5) | Total Acreage | <u> </u> | <u> </u> | X |
| (6) | Location and Dimensions for Existing Streets, Alleys, Easements, and Water Courses | <u> </u> | <u> </u> | X |
| (7) | Location, Dimensions, and Names of Proposed Streets, Alleys, Easements, Lot Lines and Public Sites. Show <u>PRELIMINARY</u> Street Engineering including Pavement Widths, Curb, Gutters, Crosspans, and Sidewalks with Horizontal Dimensions | <u> </u> | <u> </u> | X |
| (8) | Topography | <u> </u> | <u> </u> | X |
| (9) | Floodplain Designation | <u> </u> | <u> </u> | X |
| (10) | Land Use Breakdown - Number and Size of Lots | <u> </u> | <u> </u> | X |
| (11) | Sites for Multi-Family Residential, Business or Non-public Uses | <u> </u> | <u> </u> | X |
| (12) | Adjacent Zoning | <u> </u> | <u> </u> | X |
| (13) | Names and Locations of Adjoining Subdivisions, Names and Dimensions of Existing Streets and Other Relevant Data on Adjoining Properties | <u> </u> | <u> </u> | X |
| (14) | Location and Size of Existing Sewer and Water Lines, and Proposed Utility Easements | <u> </u> | <u> </u> | X |
| (15) | Location and Size of Proposed Water and Sewer Taps, Easements, Line Sizes, Fire Hydrant Locations, and Street Lighting | <u> </u> | <u> </u> | X |
| (16) | All Applicable Drainage Information as Required in Sec. 27-2.2f, paragraph (4), (Preliminary Plat Requirements). The <u>ENTIRE</u> drainage system to an acceptable disposal site must be addressed, <u>NOT</u> limited to on-site only. | <u> </u> | <u> </u> | X |
| (17) | Geologic Report (Preliminary Statement) | <u> </u> | <u> </u> | X |

NOTE: ENGINEERING INFORMATION SUBMITTED ON PRELIMINARY PLAT IS NOT INTENDED TO BE DETAILED DESIGN. IT SHOULD BASICALLY BE A GRAPHIC PLAN WHICH SHOWS INTENT AND ANSWERS BASIC ENGINEERING QUESTIONS. (SIX (6) COPIES OF DRAINAGE, UTILITIES, AND ROADWAY INFORMATION REQUIRED FOR SUBMITTAL).

Text

Eighteen (18) copies of text material in report form submitted?
 Yes X No If "no", explain:

Subdivision Summary Form? Yes X No

27-2.2 f (4) Copy of certificate of title with a list of all mortgages, judgments, liens, etc. of record. (3 copies)

This application completed by:

Paragon Engineering Inc.
 (Name)

Thomas A. Fogue
 (Signature)

P.O. Box 2872, Grd. Sect. C0
 (Address)

March 3, 1980
 (Date)

DEVELOPMENT SUMMARY FORM

CITY OF GRAND JUNCTION

Date: March 3, 1980

Development Name: FRUITRIDGE TOWNHOMES

Filing —

Location of Development: TOWNSHIP 15. RANGE 1W SEC 11 1/4 NW

Owner(s) NAME Walter K. Waymeyer

ADDRESS 16091 Hilton Ln., Huntington Beach CA 92647

Developer (s) NAME Above

ADDRESS _____

Type of Development	Number of Dwelling Units	Area* (Acres)	% of * Total Area
() Single Family	_____	_____	_____
(x) Apartments <u>Townhomes</u>	<u>22</u>	<u>2.77</u>	<u>83.69</u>
() Condominiums	_____	_____	_____
() Mobile Homes	_____	_____	_____
() Commercial	N. A.	_____	_____
() Industrial	N. A.	_____	_____
() Other (specify) <u>Existing Units 3</u>	<u>3</u>	<u>0.32</u>	<u>9.67</u>
	Street	<u>0.22</u>	<u>6.46</u>
	Walkways	_____	_____
	Dedicated School Sites	_____	_____
	Reserved School Sites	_____	_____
	Dedicated Park Sites	_____	_____
	Reserved Park Sites	_____	_____
	Private Open Areas	<u>1.74</u>	<u>52.56</u>
	Easements	_____	_____
	Other (Specify)	_____	_____
TOTAL			

*By Map Measure

3.31 100.00

Estimated Water Requirements 8000 gallons/day.

Proposed Water Source(s) Ute Water Conservancy Dist.

Estimated Sewage Disposal Requirement 6400 gallons/day.

ACTION:

Planning Commission Recommendation

Approval ()

Disapproval ()

Remarks _____

Date _____, 19____.

City Council

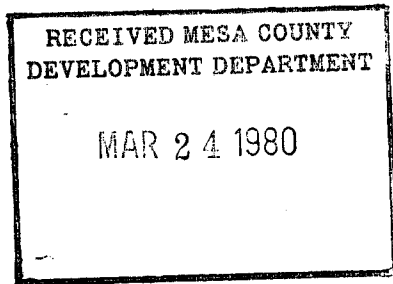
Approval ()

Disapproval ()

Remarks _____

Date _____, 19____.

Note: This form is required by C.R.S. 106-3-37 (4) but is not a part of the regulations of the City of Grand Junction.



Box 1005
5001 E. Apache Trail
Mesa, Arizona 85205

March 20, 1980

Mr. Jim Pickens, Chairman
City Planning Commission
2514 Hall Ave.
Grand Junction, Colorado 81501

Dear Mr. Pickens:

We were informed yesterday by mail of the pending application entitled "Preliminary Development Plan and Zone Change Request for Fruitridge Townhomes".

This project borders our property located at 2551 Mayfair Drive. All of our bedrooms are on the west side of the house and the noise along with the pollution that would be created by so many people and cars in an area of this size would be very disturbing. Also, we are not unmindful of the fact that this would result in a devaluation of our property.

Since we can not possibly return to Grand Junction in time for this hearing, we take this means of urging the members of the Planning Commission to vote negatively on this particular application.

Very truly yours,

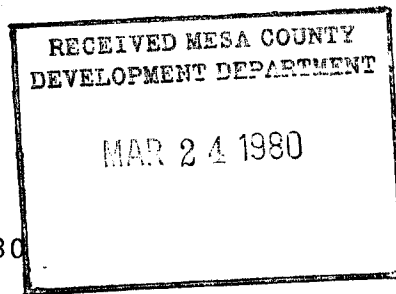


Alex Bauer



Edith Bauer

CC-Karl Metzner ✓



March 21, 1980

Jim Pickens
Chairman, City Planning Commission
2514 Hall Ave.
Grand Junction, Colorado 81501

D. W. Canfield
139 Park Drive
Grand Junction,
Colorado 81501

cc:

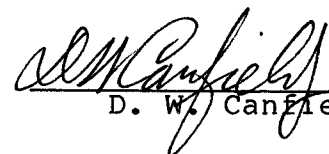
Karl Metzner
Development Dept.
Court House Annex
Grand Junction, Colorado 81501

Re: Preliminary Development Plan and Zone change request for
Fruitridge Townhomes.

I am opposed to the zone change for our neighborhood for the following reasons:

- It will increase the (already too high) density to a point where it will no longer be harmonious with the surrounding area.
- It will add to neighborhood congestion and will isolate my home and other Park Drive homes from more compatible homes.
- Lights and noise from the increased traffic will be a constant annoyance.
- Lack of suitable playground areas will force the greater number of children into playing on Park Drive.
- It will adversely affect the value of my home.

For the above listed reasons I ask that you deny the requested zoning change.


D. W. Canfield

City
County
Development
Department

CITY OF GRAND JUNCTION - MESA COUNTY - COLORADO 81501
550 WHITE AVE - ROOM 60 - DIAL (303) 242-5200 EXT 343

March 27, 1980

Walter K. Waymeyer
16091 Hilton Lane
Huntingdon Beach, California 92647

Dear Sir,

On March 25, 1980 the Grand Junction Planning Commission voted to recommend denial of your petition - Rezone R1B to PR-7.6 and Fruitridge Townhomes - to City Council. However, you retain the right to continue to City Council with this item. It has been scheduled for hearing on April 16, 1980 at 7:30 p.m. If you do not wish to continue with this petition please notify our office.

Sincerely,



Sue Drissel
Planning Technician I

cc: File #19-80
Paragon Engineering

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by _____
WALTER K. WAYMEYER, hereinafter referred to as
"Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in CITY OF
GRAND JUNCTION, County of MESA,
State of COLORADO, which is more particularly described as:

(Insert legal description)
FRUITRIDGE TOWNHOMES

Commencing at the Northwest Corner of Section 11, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado; Thence South 89°53'30" East, 730.57 feet along the North line of the Northwest ¼ Northwest ¼ of said Section 11 to the TRUE POINT OF BEGINNING; Thence continuing South 89°53'30" East, 320.52 feet along said North line of the Northwest ¼ Northwest ¼ of Section 11 a distance of 320.52 feet; Thence South 00°00'00" East 637.07 feet; Thence North 65°28'01" West, 111.85 feet; Thence South 82°55'30" West, 156.28 feet; Thence North 05°22'08" West, 114.33 feet; Thence North 81°29'11" East, 123.07 feet; Thence North 20°03'30" West, 509.33 feet to the TRUE POINT OF BEGINNING, containing 3.305 Acres.

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 FRUITRIDGE
HOMEOWNERS ASSN., 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:

AT THE TIME OF FINAL SUBMITTAL THESE AREAS WILL BE LEGALLY DESCRIBED.

IN GENERAL, THE COMMON AREA IS ALL OF THAT LAND IN THE LEGAL DESCRIPTION OF THE PARCEL NOT CONTAINED IN SUBDIVIDED LOTS.

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 _____, 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' Easements 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 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 2/3rds 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.

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 member(s) 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 occurs 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 (To Be Determined, 19__)

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 be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, 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 ^{of the homes situated upon the properties} for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be (To Be Determined) dollars (\$), 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 each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(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 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to 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 Section 3 or 4 shall be sent to all members not less than 30 days nor more than 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 ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 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 assess-

Please substitute the following language for Article IV, Section 9 of the Declaration:

"Subordination of the lien to mortgages .

"The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money loan evidenced by a first mortgage of record (including deed of trust) and to any executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether such contract is recorded or not. The lien of such assessments shall be superior to any homestead exemption as is now or may hereafter be provided by Colorado law. The acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead exemption as against said assessment lien. Sale or transfer of any Lot shall not affect the liens for said charges except that sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, including deed in lieu of foreclosure or cancellation or forfeiture of an executory land sales contract shall extinguish the lien of such charges as to payments which became due prior to such sale, transfer or cancellation or forfeiture of executory land sales contract. No sale or transfer, or cancellation or forfeiture of executory land sales contract shall relieve such Lot from liability for any such charges thereafter becoming due or from the lien thereof."

lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location 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 VI

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 such 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 contribution 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 arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII

EXTERIOR MAINTENANCE

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Parking

~~Section 1.~~ Parking Rights: Ownership of each lot shall entitle the owner or owners thereof to the use of not more than 3.3 automobile parking spaces, 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 2 vehicle parking spaces for each dwelling.

ARTICLE VIII

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 or court order shall in no wise 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

Rev. October 1973

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. 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.

Section 5. FHA/VA 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this To Be Completed Prior to Final Submittal day of _____, 19____.

Walter K. Wymeyer
Declarant

By: Neil Seaver,
Paragon Engineering

(Add appropriate acknowledgment)

REVIEW SHEET SUMMARY

CITY
FILE# 19-80

ITEM REZONE R1B TO PR-7.6 & FRUITRIDGE
TOWNHOMES - PRELIMINARY PLAN

DATE SENT TO REVIEW DEPT. 3-5-80

DATE DUE 3-17-80

PETITIONER WALTER WAYMEYER

LOCATION South of Patterson Road, approx. 800' East of First Street

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
3-17-80	PUBLIC SERVICE	Gas: No objections to rezoning. Request that private driveway be designated as utility easement. Developer should contact PSCo. on metering locations as additional exhibit type easements will be necessary. Electric: Requests 8' wide utility easement adjacent to south lot line of Parcels A & B (on parcels A & B). Any electric distribution relocation will be done in accordance with the proper Company Extension Policies and good engineering practices. Also, all townhouses will be served from the front or side; and the two existing units will be served underground from the rear. An exhibit-type easement will need to be signed prior to construction. Developer must contact PSCo. on meter locations.
3-14-80	GJ DRAINAGE	Okay
3-14-80	TRANSPORTATION ENG.	Circular islands in the middle of a roadway create an unnecessary traffic hazard. Ninety degree parking which causes motorists to back out directly into a street is also hazardous.
3-14-80	MTN. BELL	Utility easements satisfactory as shown.
3-14-80	CITY FIRE	Water supply for fire fighting purposes is sufficient for this development. A looped min. 8" water main is required. Tying into the 6" line in Consistory Ct. or McFarland Ct. and tying onto the 14" line in F Road should satisfy this need. Hydrant spacing is required to be a min. of 300'. Each hydrant capable of supplying 1000 GPM. At this time three hydrants are recommended with possibly more being necessary depending on required fire flow. One hydrant located at entrance off of F Road. (1) located just past first guest parking facility. (1) located adjacent to emergency vehicle access at turnaround or at utility drainage and irrigation easement. Also approval of street name by this department is recommended.
3-14-80	CITY ENGINEER	The City will advertise for construction bids for Patterson Road improvements about April 15, 1980. The access intersection must be coordinated in detail prior to then or the petitioner will have to perform any necessary reconstruction at the intersection. No sewer or water service is shown on the plan. Instead of that long cul-de-sac "private road", I strongly recommend the public street be connected to Lost Lane and that a private driveway without that large paved cul-de-sac be provided into the south portion of the site. The public street should be minimum of 22 ft. mat with curb and gutter on one side and curb, gutter and sidewalk on the other. This is based on no on-street parking allowed. The circular planter in the middle of the street should be moved off the public street. There is room on this site to do these things by rearranging the housing units and less pavement would result with better traffic circulation and access and with an opportunity to locate public sewer and water (including looped system) in the public street. Additional corner right of way may be needed at the intersection of Patterson depending on details of the intersection. The sight distance at Patterson Road will probably require some special treatment at that steep bank on the southwest corner of the intersection. The public street described above could be accomplished on 32 ft. right of way. The existing irrigation facilities thru the site may need to be reconstructed and/or improved.

- 3-14-80 CITY UTILITIES The developer should reach agreement with the city concerning the sewage collection system. If the internal collection system is to become a part of the city systems. If the private drive is not constructed with adequate base and asphalt thickness, damage could occur from the weight and maneuvering actions of trash trucks.
- 3-14-80 CITY PARKS We would hope that at some point in the future to be able to review a detailed landscaping plan.

DESIGN AND DEVELOPMENT PLANNER

Rezone to planned residential for the site because of its unusual shape, is the most appropriate residential zone available for its development. However a density of 7.6 is greater than is permitted in the adjacent residential properties (R1B-5 d.u./acre)

1. The overall concept of clustered townhomes seems well laid out and landscaped
2. The periphery of site should be screened heavily with a combination of landscaping and fencing
3. All units have garages, however, although the text indicates each townhome will have attached 2-car garages. The scale on the site plan shows the units only able to house one car.
4. The emergency access should show a crash gate, indicated on plan
5. Sites for trash containers should be indicated on plan

STAFF RECOMMENDATION

Recommend approval of rezone to PR because of the quality of the preliminary plan, the 7.6 density does not seem to be excessive. The adjacent property owners may have some concern about the impact of that number of units - those concerns should be recognized. The planning staff does not support the city engineers recommendation to require a public street connection to Lost Lane. This would create an unwarranted impact on existing residences and both Park Drive and Lost Lane have substandard improvements. The following concerns should be addressed on the final:

1. Water supply for fire protection (City Fire)
2. Improvements & R.O.W. required for Patterson Road (City Engineer)
3. Traffic hazards on the proposed private drive (Transportation Engineer)
4. Detailed landscape plan (City Parks)
5. Construction plans for private drive (City Utilities)

GJPC/3-25-80/RIDER/FLAGER PASSED 4-0 A MOTION TO RECOMMEND TO THE CITY COUNCIL DENIAL OF THE CHANGE OF ZONE FROM R1B TO PR-7.6, BASED ON THE OBJECTIONS OF THE NEIGHBORS OF THE ADJACENT PROPERTIES.