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File 1981-0026 (2)
Date 10/25/01

Project Name: Crossroads Condominiums -- Final Plan

P	S	A few items are denoted with an asterisk (*), which means they are to be scanned for permanent record on the in some instances, not all entries designated to be scanned by the department 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 provided.
r	e	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.
s	n	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.
e	n	
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t		
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		Application form
X		Receipts for fees paid for anything
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DOCUMENTS SPECIFIC TO THIS DEVELOPMENT FILE:

X	X	Action Sheet	X	Utilities Composite
X	X	Review Sheet Summary		
X		Review Sheets		
X		Development Enforcement		
X		Public Notice Posting		
X		Planning Clearance		
X	X	Certified letter from Michael Sutherland to Ken Shrum re: minor change is not necessary with stipulations - 8/10/84		
X		Declaration of Covenants, Conditions and Restrictions		
X		Certification of plat		
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X		Development Application		
X		Elevation Map		
X		Floor Plan		
X		Planning Commission Public Hearing announcement – scheduled for 1/3/84		
X		Landscape Plan		



KEN SHRUM & COMPANY

P.O. Box 1903 - Phone (303) 243-2200 - Grand Junction, Colorado 81502

November 30, 1983

City of Grand Junction
Planning/Development Dept.
5559 White Rm. 60
Grand Junction, Colorado, 81501

RE: Replat of Lot 1, Blk. 5, Crossroads Colo. West Filing No Two.
14 unit Condominium Dev. on 3.655 Acres, Zoning 4 units per acre.

Dear Sirs;

Presently, this piece of property is divided into 5 lots that are within the City of Grand Junction, Colorado. Three of these lots are about one/half acre in size and two lots are a little larger than one acre in size with the total of these being 3.655 acres in a planned residential zone at 4 units per acre.

This development consists of configurations of duplexes on lots 1, 2 and 3 and two duplexes per lot on lots 4 and 5 making a total of 14 condominiums in this development.

Each condominium unit will consist of about 1,550 sq. ft. of living area. There will be two large bedrooms, two baths, living room, kitchen and dining room. Attached is a double car garage. The exterior will be constructed mostly of brick with some wood siding. The idea is to try to achieve as much maintenance free as possible.

Since this is a condominium project, all of the surrounding area around the units will be common area which will be maintained by a condominium association.

The development schedule will consist of the first two units being started on lot one around the first part of 1984. If these two units are sold, the next construction will begin on lot number five which will have four units. As you know, lending agencies like to see the units sold before they are built. This might cause a small delay along the way. Around the first of 1985, we plan to start construction on lots two and three. Lot number four will be the final lot developed which should be late 1985 or early 1986.

If you have any questions regarding this submittal, please feel free to contact our office.

Very truly yours,


Ken Shrum

U. LANDSCAPING/SCREENING/BUFFERING

The Landscaping plan will show the landscaping, screening and buffering for the project. All of the property that isn't building will be common open space. The buildings will cover about 38,430 sq. ft. of the total 159,211.8 sq. ft. which consists of about 24% of the property. The maintenance of this open space will be through the condominium association.

V. PARKING

There will be two car garages for each condominium unit and two parking spaces in front of the garage. There will not be any striped spaces. The total required spaces is 2 per unit making a total of 28. We have provided spaces for 56.

Z. STRUCTURAL INFORMATION

The heights of these condominiums will be about 14'6" and the sq. footage will be about 1,550 sq. ft. The buildings cover 38,430 sq. ft. of the land for a percentage of 24% coverage. The setbacks are shown on the site plan.

Mary Avonnell Flannery
758 27 Road
Grand Junction, Colo. 81501
#26-81, 2/2
2701-362-00-009 RIB

Kraig Patterson
P.O. Box 3224
Grand Junction, Co. 81502
#26-81, 2/2
2701-362-20-001 RIB

Lee B. & Suzanne Golter
2702 Skyline Dr.
Grand Junction, Colo. 81501
#26-81, 2/2
2701-362-20-002 RIB

Donald E. Kooker
2708 Skyline Dr.
Grand Junction, Colo. 81501
#26-81, 2/2
2701-362-20-004 RIB

Elizabeth V. Kirkendall
2712 Skyline Dr.
Grand Junction, Co. 81501
#26-81, 2/2
2701-362-20-005 RIB

James & Rosemary Peterson
2711 Skyline Dr.
Grand Junction, Colo. 81501
#26-81, 2/2
2701-362-20-007 RIB

Uwe W. & Brenda Folhmeister
2709 Skyline Dr.
Grand Junction, Colo. 81501
#26-81, 2/2
2701-362-20-008 RIB

* Planners & Developers Ltd.
P.O. Box 2163
Grand Junction, Colo. 81502
#26-81, 2/2

CBW Builders Inc.
P.O. Box 2163
Grand Junction, Colo. 81502
#26-81, 2/2

James B. & Van Niel Diamanti
2703 Skyline Dr.
Grand Junction, Co. 81501
#26-81, 2/2
2701-362-20-010 RIB

Colin L. & Cynthia Piburn
2707 Skyline Dr.
Grand Junction, Colo. 81501
#26-81, 2/2
2701-362-20-011 RIB

Charles & Enis Plsek
Rt. 5, 771 27 Road
Grand Junction, Colo. 81501
#26-81, 2/2
2701-351-00-007 AFT

Columbia Savings & Loan
P.O. Box 250
Grand Junction, Colo. 81501
#26-81, 2/2
2701-351-37-005 RIB

* Ken Shrum
P.O. Box 1903
Grand Junction, Colo. 81502
#26-81, 2/2

Ed Settle
755 26 Rd.
Grand Junction, Colo. 81501
#26-81, 2/2

MESA COUNTY PLANNING DEPT.
559 White Ave., Room 60
Grand Junction, Colo. 81501

#26-81, 2/2

Larry D. & Susan Becker
1156 Bookcliff Dr.
Grand Junction, Co. 81501
#26-81, 2/2
2701-362-20-009 RIB

~~Columbia Savings & Loan
P.O. Box 250
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#26-81, 2/2
2701-351-37-003 RIB~~

~~Columbia Savings & Loan
P.O. Box 250
Grand Junction, Colo. 81502
#26-81, 2/2
2701-351-37-004 RIB~~

T. L. Benson #26-81
925 Lakeside Ct. 2/2
Grand Junction, Co. 81501
2701-351-00-047

Wallace Hobby
3329 Northridge Dr.
Grand Junction, Co. 81501
#26-81, 2/2

DEC. 6 1983
Vjm

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P 397
see last page

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth by GIBe INVESTMENTS, a Colorado partnership, hereinafter referred to as "Declarant."

W I T N E S S E T H:

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

Lots A, B and C, ASPEN HEIGHTS TOWN HOMES FILING NO. 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 ASPEN HEIGHTS TOWN HOMES ASSN., INC., a Colorado non-profit corporation, 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 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:

Lot C, ASPEN HEIGHTS TOWN HOMES FILING NO. ONE

Section 5. "Declarant" shall mean and refer to G1Be INVESTMENTS, a Colorado partnership, 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 including a perpetual easement for the right of ingress and egress for vehicular and pedestrian traffic to his Lot, 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 two-thirds of each Class of members has been recorded.

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. Class B member(s) shall be the Declarant and shall be entitled to two (2) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

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 therefore, 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 for the improvement and maintenance of the Common Areas.

Section 3. Annual Assessment. The Board of Directors shall fix the annual assessment at an amount determined by said Board to be required to meet the obligations of said Association during the year in question.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy:

A. In any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs 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 members who are voting in person or by proxy at a meeting duly called for this purpose.

B. A special assessment against specific lot owners pursuant to Article V, Section 2B, following.

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 30 days nor more than 60 days in advance of said meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty per cent (50%) 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 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 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 30 days after the due date shall bear interest from the due date at the rate of 18 per cent 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.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Such assessment lien shall be superior to the homestead exemption provided in 1973 Colorado Revised Statutes, Section 38-4-201, and the acceptance of a deed to a Lot shall constitute a waiver by the homeowner and spouse of the homestead exemption whether or not such waiver is expressed in the deed. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments the payment of 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

Maintenance

Section 1. The Association shall maintain the common areas and all improvements located thereon excepting only for improvements that are to be maintained by a public authority or utility company.

Section 2. All improvements located within lots owned by persons other than the Association shall be maintained by that person which maintenance shall include:

A. All portions of the interior of all improvements.

B. The painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, including glass, trees, shrubs, grass and fences. It is understood that should any such owner fail to maintain the items set forth in this paragraph B, the Association may serve written notice upon such owner specifying the defaults in question, and if the same are not corrected within 15 days thereafter, the Association may, at its cost, correct same and levy a special assessment against any such defaulting owner.

ARTICLE VI

Protective Covenants

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes. Only single-family dwellings for residential use shall be erected subject to the terms and provisions hereof relating to

architectural control and subject to adequate provision for parking.

Section 2. Architectural Control. No building, fence, wall, landscaping or other structure or improvements shall be commenced, erected, maintained or installed 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, colors 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 architectural control committee.

Section 3. Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance in the neighborhood.

Section 4. Temporary Structures. No structures of a temporary character, camper, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used in at any time as a residence, either temporarily or permanently. Nothing contained in this paragraph shall prevent the use by the Association of temporary facilities during periods when building is in progress. No boats, trailers, detached campers, trucks or commercial vehicles shall be parked or maintained on any site or on any street.

Section 5. Architectural Control Committee.

A. Membership. The Architectural Control Committee shall be composed of three members. The initial Architectural Control Committee shall be:

Edward H. Settle, Kenneth M. Shrum and

with future replacements caused by the death or resignation of a member to be made by the Board of Directors of the Association.

Neither the members of the Committee nor such representatives as it may designate shall be entitled to any compensation for services performed pursuant to this covenant.

B. Procedure. The Committee's approval or disapproval as required in these Covenants shall be in writing and signed by a majority of the Committee. In the event the Committee, or its designated representatives, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 6. Miscellaneous.

A. Signs. No sign of any kind shall be displayed to the public view on any lot except (a) one professional sign of not more than one square foot; (b) one sign of not more than five square feet advertising the property for sale or rent; or (c) signs used and erected by a builder to advertise the property during the period when construction and sale of new dwellings occur.

B. Oil and Mining Operations. No oil or gas drilling, development operations, refining or quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted to remain on any Lot.

C. Livestock, Poultry and Pets. No animals, livestock, poultry or pets of any kind shall be raised, bred or kept on any Lot except with the written consent of the Board first had and obtained. All permitted animals shall be kept under full control at all times and shall not be allowed to trespass upon the property of the other Lot owners.

D. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

E. Radio and TV Antennas. Radio and TV aerials and antennas shall not exceed a height of eight feet higher than the ridge of any structure and shall be attached to said structure. Outside flood or spotlights located on any Lot shall be shaded or directed in such a manner as to avoid directly illuminating adjacent property or Lots.

F. Enforcement. Enforcement shall be by proceedings at law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages or both.

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 rights 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 arbitrators.

ARTICLE VII

Reciprocal Easements

On the plat of the property which shall be initially subject to this Declaration and on all future plats of property which is to be annexed to and made a part of the property which is subject to this Declaration, certain of the lots contain and shall hereafter contain certain areas which are delineated and designated as "Parking Areas" which areas shall be:

A. For the use and benefit of the contiguous lot in question and shall not inure to the benefit or use of any other persons.

B. Used for the paramount purpose of the backing up and turning of vehicles from the parking area on the adjoining lot with a

subservient right of use for the parking of vehicles by the owner of the lot in question so long as the exercise of the subservient use does not unreasonably interfere with the paramount use of the area as above set forth.

ARTICLE VIII

Utility and Ingress and Egress Easements.

The initial plat of the property which is to be subject to this Declaration and all subsequent plats of property which is to be annexed to and made a part of the property which is subject to this Declaration shall set forth certain utility and ingress and egress easements, all of which easements shall be available for use by all owners of all properties presently subject to this Declaration and also by all owners of all property which may by annexation hereafter become subject to this Declaration, which easements:

A. Shall be maintained by the Association except for those improvements within any of said easements for which a public authority or utility company is responsible.

B. Shall be kept free of any structure, planting or other materials which will unduly obstruct or interfere with the intended use of these easements.

ARTICLE IX

Annexation

Declarant is the owner of the following described real property situate in Mesa County, Colorado, which property is contiguous to Lots A, B and C, Aspen Heights Town Homes Filing No. One, to-wit:

Lot 2 except the W 10 feet thereof and all of Lots 3, 4 and 5 of the Replat of Lot 1 of Block 5, Crossroads Colorado West Filing No. Two, City of Grand Junction, Mesa County, Colorado.

and Declarant hereby reserves the right for a period of ____ years after date hereof to annex through one or more proceedings all or any part of the above-described real property and to make same a part of the property which is subject to this Declaration and to the Articles and By-Laws of the Association by filing with the County Clerk and Recorder of Mesa County, Colorado:

A. A Plat described the property to be annexed; and

B. An Addendum to this Declaration declaring that the same shall thereupon become subject to this Declaration

which right of annexation shall not be modified or terminated except with the written consent of the Declarant.

ARTICLE X

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 hereafter.

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 30 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years, except as otherwise herein provided. This Declaration may be amended during its initial term by an instrument signed by not less than two-thirds (2/3) of the Lots Owners, and thereafter by an instrument signed by not less than 50 per cent of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this _____ day of June, 1984

GiBe INVESTMENTS,
a Colorado partnership

Kenneth M. Shrum, Partner

Edward H. Settle, Partner

REVIEW SHEET SUMMARY

FILE NO. #26-81 TITLE HEADING Carriage Hills DUE DATE 12/12/83
2 of 2

ACTIVITY - PETITIONER - LOCATION - PHASE - ACRES Petitioner: Planners & Developers Ltd.

Location: 12th and Crossroads. A request for 14 units on 3.655 acres in a planned residential zone - PR4.

PETITIONER ADDRESS P.O. Box 2163, Grand Jct., CO 81502

ENGINEER _____

DATE REC.	AGENCY	COMMENTS
12/5/83	City Public Works	Sewer maintenance vehicle access (service road or alley) must be provided to the manhole located between Lots 1 & 5.
12/12/83	County Planning	Recommend against driveway cuts on 27 Road. This road is designated as a minor arterial. Driveways should access local and collector streets whenever possible. Access to 27 Road should be via Crossroads Blvd.
12/12/83	City Fire Dept.	This office will approve final plan, with hydrant and water line as shown on utility composite, lot 1, block 5, filing #2 Sheet 1, April 1982.
12/12/83	Ute Water	Existing fire hydrants (four) and domestic service stubs (two 4") will adequately satisfy the project needs. The project will be master metered from either or both existing stub locations....providing the Ute District receives (in writing) satisfactory assurances that the Home Owners Assoc. will be responsible for water use billings and maintenance responsibilities of the on-site water system. If the domestic system is to be used for irrigation, Ute will require the Developer to install a Reduced-Pressure-Principle Back Flow Preventer, equal in diameter to the service line. Policies and Fees in effect at the time of application will apply.
12/12/83	Public Service	Gas: No objections to replat of Lot 1, Block 5 of Crossroads Colorado West Filing #2 as shown on plat. Gas would be brought to subdivision from H Road on 27 Road. Electric: Requests an 8 ft. wide utility easement adjacent to west property line of Lot #4.
12/12/83	Dev. Dept.	IMPACT STATEMENT: The proposal is bounded by Interstate 70 to the south, PR-4 zoning to the east, R-1-B zoning to the north and an AFT area to the west. The density of the proposed development (PR-4) is compatible with the surrounding zoning. SITE PLAN: <ol style="list-style-type: none"> Two curb cuts are proposed off of 27 Road. Due to a sight distance problem caused by the I-70 overpass and a small incline, this access to Lots 1 & 5 may need to be eliminated. Should this be deemed necessary, access would need to be designed from Crossroads Blvd. The City Transportation Engineer should be contacted for specific information. Parking (56 spaces provided/28 spaces required) is adequate for this site design. However, should the design be modified because of access concerns, parking may need to be addressed further. Landscaping is adequate, with the exception of that bordering I-70. How will the landscaping be maintained? What will be used as a buffer between I-70 and the development? The distance between building (Lots 1 & 2) may need to be altered slightly. It measures 5' as shown on the site plan.

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
		<p>b. Deleted</p> <ol style="list-style-type: none">7. Signage will need to be relocated out of the right-of-way. It will also need to comply with City Sign Regulations.8. A Power-of-Attorney for 27 Road improvements was recorded August 6, 1980.9. Will there be any covenants with this development?10. Sidewalks on the perimeter and/or within the development are not shown on the site plan. Has pedestrian access been addressed?11. The proposed development lies within the Walker Field "area of influence". An avigation easement was previously recorded in June 1982.12. The required open space fee was paid to the City Parks Department in June 1982.13. The development timeframe is acceptable given that at the end of 1986 (app. 2 yrs.), the plan will be up for re-review. Construction must begin within 1 year of final approval.14. Trash pickup must be coordinated with the City Sanitation Department.15. Construction must comply with all building and fire codes.16. All other agency concerns must be resolved.
12/13/83	Transportation Engineer	Because of a sight distance problem for northbound traffic on 27 Road, access to this project should be from two points on Crossroads Blvd. only. An internal street system should be developed to accomplish this.
12/13/83	City Engineer	Access driveways to Lots 1 & 5 from 12th Street will cause visibility problems at 12th & Crossroads and not be able to see past I-70 Bridge railings. Utility easements are not accessible for maintenance of sewers. Power-of-Attorney for future improvements to 12th Street should be required if it is in the City limits. Appropriate right-of-way should be dedicated for any potential future improvements to 12th Str. Access agreements should be included for common driveways.
1/3/84	GJPC MINUTES	MOTION: (COMMISSIONER LITTLE) "MADAM CHAIRMAN, ON ITEM #26-81, CARRIAGE HILLS FINAL PLAN, I MOVE WE FORWARD TO CITY COUNCIL WITH THE RECOMMENDATION OF <u>APPROVAL</u> , SUBJECT TO STAFF COMMENTS. MOTION CARRIED 6-0

RESPONSE TO

REVIEW SHEET SUMMARY

File No. #26-81 TITLE HEADING CARRIAGE HILLS

(2 of 2)

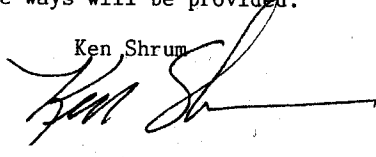
Petitioner: Planners & Developers Ltd.

Location: 12th and Crossroads. A request for 14 units on 3.655 acres in a planned residential zone- PR4.

Petitioner Address: P.O. Box 2163, Grand Junction, Colo.

<u>AGENCY</u>	<u>COMMENTS</u>
City Public Works.	The Sewer main will be extended and the manhole will be in the road access.
County Planning	There has been an agreement worked out with the Transportation Engineer, City Engineer and the Dev. Dept. that there will be only one access off of 27 Road.
City Fire Dept.	-----
Ute Water	The Developers will work with Ute Water in providing a satisfactory assurance that the Home Owners Assoc. will be responsible for the bills. There will be a reduced-pressure-principable back flow preventer installed.
Public Service.	Electric: We are presently working with Public Service as to the location of the 8 ft. wide utility easement adjacent to the West property line of Lot #4.
Develop. Dept.	Site Plan; <ol style="list-style-type: none">1. The Transportation Engineer, City Engineer and the Dev. Dept. have agreed to one curb cut on 27 road.2. Since the Plan was not modified that much because of losing 1 access off of 27 road, the number of parking spaces remains the same.3. The landscaping will be maintained by the Home Owners Association.4. No buffering is planned at this time along I-70 as the Developers feel that it is not necessary.5. The distance between buildings on lots 1&2 has been altered to 10 feet apart. The distance between the buildings on lots 2&3 have been moved to 10 ft. apart also.6. -----7. The signage is located within the property line and will comply with City Sign Regulations.8. -----9. There will be covenants and by-laws for the development.10. Sidewalks are along the perimeter of the property that borders Crossroads Blvd. The sidewalk along 27 Road will be included in the improvement district. We do not want sidewalks within the grass and landscaped area.11. -----12. -----13. We plan for Construction to begin in February or Mar. 1984.14. Trash pickup is planned to be curb side pickup only. No dumpsters.
Transportation Engineer	There has been an agreement worked out with the Trans. Engineer, City Engineer and the Dev. Dept. that there will be only one Access off of 27 Rd.
City Engineer	Access to Lots 1&5 from 12th Street has been worked out with the Trans. Eng., City Eng., and Dev. Dept. for one access from 27 Rd. The sewer line will be extended to the driveway and the manhole will be installed in that driveway so city crews will have access. The Power-of Attorney for 12th St. has been given. Appropriate right-of-way has been dedicated for 12th St. Access agreements for common drive ways will be provided.

APR 17 1984
CITY ENGINEER
PLANNERS & DEVELOPERS LTD.

Ken Shrum




CITY - COUNTY PLANNING

grand junction-mesa county 559 white ave. rm. 60 grand jct.,colo. 81501

(303) 244-1628

August 10, 1984

Mr. Ken Shrum
P.O. Box 1903
Grand Junction, CO 81502

CERTIFIED

RE: Landscape - Carriage Hills #26-81

Dear Ken:

On August 6, 1984, I visited the completed units at Carriage Hills for a landscape inspection. Overall, I feel that it is an acceptable landscape design although there was considerable deviation from the approved landscape plan. With the exception of one lone Aspen tree, the quality of stock appears to be very good and there is definitely a greater number of plantings than had been specified on the site plan.

As Bob Goldin mentioned, landscape changes (among other small revisions) can be handled as a "Minor Change" without going through the Planning Commission. There is normally a \$50 fee for a Minor Change. In this case and due to the fact you will be re-platting before more building takes place, a Minor Change is not necessary with the following stipulations:

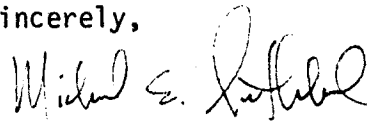
- 1) You provide an accurate landscape plan with the as-built details for these first units, including a detailed plan for the next phase units; submittal prior to issuance of the next building permits.
- 2) Comply accurately with the revised details on the above mentioned landscape plan (any deviations from the site or landscape plans on the next phase will require a Minor Change).
- 3) Finally, that you provide a copy of your covenants and by-laws when they are completed.

If you have no objections to the above requests, this certified letter is confirmation of acceptance of landscape for the first two units.

Mr. Ken Shrum
August 10, 1984
Page 2

If you have any objections or if I can answer questions, feel free to contact me. Nice job!

Sincerely,

A handwritten signature in cursive script, appearing to read "Michael E. Sutherland".

Michael E. Sutherland
City Development Officer

MES/tt

xc: File #26-81 (2 of 2)