

# Table of Contents

File 1981-0073

Project Name: Crestview II - Final

Date 3/7/02

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 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.</p> <p>Remaining items, (not selected for scanning), will be marked present on the checklist. This index can serve as a quick guide for the contents of each file.</p> <p>Files denoted with (**) are to be located using the ISYS Query System. Planning Clearance will need to be typed in full, as well as other entries such as Ordinances, Resolutions, Board of Appeals, and etc.</p>			
X		<b>*Summary Sheet - Table of Contents</b>			
X	X	Review Sheet Summary			
X		Application form			
X		Review Sheets			
		Receipts for fees paid for anything			
		<b>*Submittal checklist</b>			
		<b>*General project report</b>			
		Reduced copy of final plans or drawings			
X		Reduction of assessor's map			
		Evidence of title, deeds			
X	X	<b>*Mailing list to adjacent property owners</b>			
		Public notice cards			
		Record of certified mail			
X		Legal description			
		Appraisal of raw land			
		Reduction of any maps - final copy			
		<b>*Final reports for drainage and soils (geotechnical reports)</b>			
		Other bound or nonbound reports			
		Traffic studies			
		Individual review comments from agencies			
		<b>*Consolidated review comments list</b>			
X	X	<b>*Petitioner's response to comments</b>			
		<b>*Staff Reports</b>			
		<b>*Planning Commission staff report and exhibits</b>			
		<b>*City Council staff report and exhibits</b>			
		<b>*Summary sheet of final conditions</b>			
		<b>*Letters and correspondence dated after the date of final approval (pertaining to change in conditions or expiration date)</b>			
<b><u>DOCUMENTS SPECIFIC TO THIS DEVELOPMENT FILE:</u></b>					
X	X	Action Sheet	X	X	Planning Commission Minutes - ** - 7/28/81, 9/29/81
X	X	Review Sheet Summary	X		Public Notice Posting - 7/17/81, 9/16/81
X		Review Sheets	X		Development Application - 7/1/81, 8/28/81
X	X	Geologic Hazard Investigation	X		Peak Demand Data Sheet - no date
X	X	Declaration of Covenants	X		Deed
X	X	Preliminary Development Plan	X		Request for Treasurer's Certificate of Taxes Due
X	X	Replat Map	X	X	Impact Statement
X		Guarantee of Public Improvements	X		Gamma Radiation Survey - no mill tailings indicated - 11/17/78
X	X	Improvements Agreement - **			
X	X	Power of Attorney - **			
X		Record of Final Plat Recording			
X		Certification of Plat			
X	X	Resolution - Vacating a Roadway - **			
X		Subdivision Summary Form - 7/1/81			

## IMPACT STATEMENT

FOR

CREST VIEW II

### GENERAL

This proposed development lies west of 27½ Road, immediately south of Bell Ridge Subdivision and is contiguous to Crest View Subdivision on the north and east.

A single family residence exists on the site which will be renovated and will have a garage added. This unit is on a septic system and takes its access from 27½ Road.

Crest View II proposes to incorporate this unit into a four lot subdivision taking asscee from a private street from Crest View Drive. They will also attach to the City sewer line in the Crest View Subdivision.

The area consists of single family residential attached units. The Bell Ridge Subdivision lies to the north, Crest View lies to the west and south. The balance of the developed area along 27½ Road is developed in single family residences. Crest View II proposes to place four units on 2.15 acres with open space.

### CHANGE IN AREA

This proposal is located in a developing area in proximity to two subdivisions not yet built out. The area has services available and is adjacent to an increasingly used thoroughfare.

### AVAILABILITY OF SERVICES

Water is available in 27½ Road and in Crest View Way. We are proposing to loop a 6-inch line between the two sources, adding a fire hydrant. Sewer is available through the Crest View Subdivision. Irrigation water will be available from the impounded waste and runoff water. Gas, electric and telephone services are also available in Crest View Drive and 27½ Road.

### LAND USE

The density is compatible with what is happening in the area.

We are proposing to ease the traffic circulation system by removing direct access to 27½ Road.

Pedestrian circulation will be provided via pathways through the common open space and sidewalks on the dedicated streets.

### POLICIES

This development is not in conflict with any policies for this area. The petitioner has an enviable track record and single family residences are very acceptable.

2945-012-17-001

Spomer Construction #73-81  
2633 G Road  
Grand Junction, CO. 81501

2945-011-00-035

M. Matchett Trust #73-81  
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Grand Junction, CO. 81501

2945-012-16-013

Richard Hollinger #73-81  
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2945-011-00-037

St. Mathews Parish #73-81  
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2945-014-00-038

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640 27½ Rd.  
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2945-013-00-004

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701-002

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2784 Crossroads Blvd.  
Grand Jct. 81501





## CREST VIEW II

RAVOLA VERY FINE SANDY LOAM, 0 to 2 percent slopes, Class I Land (Rf)

This soil occurs either along washes or arroyos extending from the north or on broad coalescing alluvial fans. The alluvial material from which the soil has developed was derived from sandstone and shale and ranges from 4 to 20 feet deep.

This soil is much like Ravola fine sandy loam, 0 to 2 percent slopes, but is generally more uniformly level. The texture is prevailingly very fine sandy loam, but the percentage of silt is noticeably higher in some places. A few small areas that have a loam texture are included.

The 10- or 12-inch surface layer consists of light brownish-gray to very pale-brown very fine sandy loam. In some places the underlying thin depositional layers vary only slightly in color or texture. In other places, especially near drainage courses, the layers are more variable and may grade to loam, silt loam, or fine sandy loam. Nevertheless, layers of very fine sandy loam are more numerous. Below depths of 4 to 5 feet, the texture is sandier, and at depths of 8 to 12 feet strata of loamy fine sand, gravel, and scattered sandstone rock are common.

Disseminated lime occurs from the surface downward. Owing to the friable consistence of the successive layers, the tilth, internal drainage, available supply of moisture for plants, permeability to plant roots, and other physical properties are favorable and assure a wide suitability range for crops. The organic-matter content, however, is low. The soil is slightly saline under native cover and has a few strongly saline spots. Occasionally the water table is high.

No severe limitations exist for this soil type.

This soil type is considered to be within the Prime Agricultural Lands definition.

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GEOLOGIC HAZARD INVESTIGATION

## SCOPE

This report is the result of our geologic hazard investigation at the site of a proposed residential development. The purposes of this investigation were to find which, if any, of the geologic hazards named in H. B. 1041 are present at this site and to determine their effects on the proposed project. This investigation was made during November 1978.

## LOCATION

The site under investigation is approximately two miles northeast of the center of Grand Junction. The location is southwest of the intersection of F-1/2 and 27-1/2 Roads in the northeast quarter of the southwest quarter (NE 1/4 SW 1/4) of Section 1, Township 1 South, Range 1 West of the Ute Meridian.

## TOPOGRAPHY

The site varies considerably in topography. Portions are nearly flat; however, the topography is broken by a drainage channel and low ridges on either side. These slopes are from 5 to 10 percent. The general slope is to the southwest.

## GEOLOGY

The surface geology consists of a thin mantle of Fruita and Ravola sandy loams over most of the site. These soils have developed over the Mancos Shale which is the bedrock in this location. The Billings clay is reported by the Soil Conservation Service to occur in the southwest corner of the site. No outcroppings of the Mancos Shale occur within the site.

## GEOLOGIC HAZARDS

A geologic hazard is defined in H. B. 1041 as "a geologic phenomenon which is so adverse to past, current, or foreseeable construction or land use as to constitute a significant hazard to public health and safety or to property." Several of the specific hazards listed in H. B. 1041 are not applicable to this location because of its gentle topography.

- A. Seismic Activity -- All of Colorado is in Seismic Risk Zone 1 (Minor Damage). There is no evidence or history of seismic activity in this vicinity.
- B. Expansive Soil and Rock -- The volumetric expansion of "swelling clays" is usually a result of increasing the water content of the clay. If the water content remains uniform, no expansion or shrinkage will occur. The



Billings clay frequently exhibits this characteristic in the Grand Junction area. The Mancos Shale which is bedrock in the area also exhibits this characteristic at some locations.

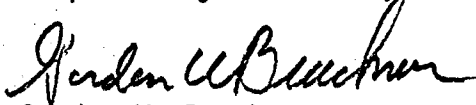
If foundations are properly designed and if site drainage reflects the condition, potential damage can be avoided.

- C. High Water Table -- Test holes have indicated that the water table elevation at the southwest part of the site is at a depth of 3 to 5 feet. Construction of utilities at or below the water table depth will be difficult and costly. Construction of buildings and/or foundations near or below the water table depth will require special construction.

#### CONCLUSIONS

- A. The geology of the site is a relatively thin mantle of sandy clay soils over the Mancos Shale.
- B. The clays on the site have considerable potential to be expansive. This possibility should be investigated by a detailed soils investigation and laboratory analysis of the soils. The design of foundations for building should follow the recommendations of a competent soils engineer.
- C. Portions of the site have a high water table. The effects of this condition should also be investigated by a complete subsurface soils study of the site. The design of foundations should reflect the recommendations of a competent soils engineer. This condition may also be corrected by adding fill to the areas where the water table is high. Consideration of surface and subsurface drainage will be required if filling is desired.
- D. If the site is carefully studied by a detailed subsurface soils investigation and the construction is designed following the recommendations of a competent soils engineer, the site can be developed for use as residential homesites.

Respectfully submitted,



Gordon W. Bruchner  
Professional Geologist

November 17, 1978

These lots will be individually landscaped. There is no need for a buffer because of similar development in the area. The open space will be landscaped using native species and grass. The impounded area will use streambank holding shrubs and will have pathways along it.

The traffic circulation is apparent from the plan via a private drive. The existing unit will also obtain its access from the private drive, closing its access from 27½ Road.

DECLARATION OF RESTRICTIVE COVENANTS

CRESTVIEW, LTD., a Colorado partnership, fee owner of the following described real property located in the County of Mesa, State of Colorado, said property now duly platted as:

Lots 1,2,3,4, Crestview II Subdivision

hereby makes the following declaration of restrictive covenants running with said land, as provided by law, which shall be binding upon all owners of said land, this declaration being for the purpose of insuring that the property will be used for attractive residential purposes only, thereby to secure to each site owner the full benefit and enjoyment of his home while securing the same advantages to other site owners:

1. TEMPORARY STRUCTURES: No trailer, basement, tent, shack, garage, barn or other outbuildings erected on any land covered by these covenants shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

2. PREFABRICATED STRUCTURES: All dwellings, garages and outbuildings constructed upon the land covered by these covenants shall be of top quality design, construction, workmanship and materials; in particular, no structure will be of the types known as "pre-built", "pre-cut", "modular" or "prefabricated", regardless of its quality as determined by other standards.

3. ARCHITECTURAL CONTROL COMMITTEE: The initial members of the Architectural Control Committee (ACC) shall be Henry J. Faussone, Noel B. Norris and Carolyn M. Brown.

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The Committee, by majority, shall approve or disapprove such plans in writing. Each member shall serve for a period of five (5) years. Should a member resign or become unable to act, the other members shall appoint a successor. Subsequent to the sale of 80% of the lots in the Subdivision, one or more members shall be replaced by the written designation of a majority of the lot owners, which designation shall be recorded in the office of the Clerk and Recorder of Mesa County, Colorado.

3.2 No building shall be erected, placed or altered on any lot unless two complete sets of architectural plans and specifications for such construction or alteration and plans and specifications for all landscaping to be placed on the lot are submitted to and approved by the ACC prior to the commencement of such construction. All decisions of the ACC shall be in writing. In the event the ACC fails to take any action within forty-five days after complete architectural and landscaping plans and specifications of such work have been submitted to it, then all of such submitted plans and specifications shall be deemed to be approved.

3.3 Plans shall contain a plot plan, showing lot layout, including location of home on lot, flow and manner of surface drainage, finish and natural grade elevations. Architectural and landscaping plans and specifications submitted shall show the nature, kind, shape, height, materials, floor plans, location, exterior color scheme, alterations, grading, location and types of trees, bushes, shrubs, grass areas, and all other matters necessary for the ACC to properly consider and make a determination thereon. The ACC shall discourage and has the right to prohibit the construction of any dwelling or any other structure which would appear to be excessive in height when viewed from the roads, drives or other lots. The ACC shall disapprove any architectural and landscaping plans and specifications submitted to it which

are insufficient for it to exercise the judgment required of it by these covenants.

3.4 On the exterior, the use of earthen tones are generally recommended with the discouragement and prohibition of bright colors. The ACC shall exercise its best judgment to see that all structures and all alterations and landscaping conform and harmonize with the natural surroundings and with the existing structures as to external design, materials, color, siting, height, topography, foliage, grading and finish ground elevation.

3.5 Subsequent to the initial landscaping of any lot and exterior finishing and painting of any structure, the same shall not be changed or altered in any fashion which would constitute a major departure from the originally approved plan without the written approval of the ACC being first obtained.

3.6 The ACC shall not be liable in damages to any person or association submitting any architectural and landscaping plans and specifications or to any owner by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove any such architectural and landscaping plans and specifications. Any owner submitting or causing to be submitted any plans and specifications to the ACC agrees and covenants that he will not bring an action or suit for damages or injunctive relief against the ACC collectively, its members individually, or its advisors, employees or agents.

3.7 The ACC shall keep and safeguard for at least five years complete permanent written records of all applications for approval submitted to it, including one set of all architectural and landscaping plans and specifications so submitted and of all actions of approval or disapproval and all other actions taken by it under provisions of this instrument.

3.8 All plans and specifications shall be delivered to the office of Noel B. Norris at 3704 G - 7/10 Road, Palisade, Colorado 81526.

3.9 All lots in the Subdivision shall be known and described as residential building lots.

3.10 Any subdivided lot within Crest View II subdivision, at the discretion of the ACC may be used for townhouses or patio homes, provided such use meets requirements of zoning as approved by the City of Grand Junction. For the purpose of clarification, townhouses and patio homes shall be considered as single-family units. No building shall be erected, altered, placed or permitted to remain on any lot other than dwellings not to exceed two stories in height from ground level and a private, attached garage for not less than two cars nor more than three cars per single-family unit. The minimum size per unit for a single-family single level above ground home shall be 1,700 square feet.

3.11 The minimum floor space of any type unit shall be exclusive of open porches and garages. The minimum size of a single-family unit for a two-level above-ground shall be not less than 2,000 square feet. Patio homes and townhouses shall be a minimum of 1,300 square feet on ground level for one story structures. Two level above-ground structures shall have not less than 1,800 square feet. Ground level is defined as the grade most closely related to the major surface portion of the lot.

4. USE OF LOTS: All units in this filing shall be owner-occupied.

5. The existing building on Lot 2 shall be remodelled to conform as nearly as is reasonable to terms of this document. Present access to Lot 2 from 27½ Road shall remain.

6. CONSTRUCTION MATERIALS: All buildings shall be constructed of either brick, brick veneer, stone, manufactured stone, block or manufactured block, lumber or a combination thereof. Unfinished cinder block or cement block shall not

be used for exposed walls. To protect appearances of the Subdivision, no detached buildings shall be permitted to be constructed. Roofing materials shall be a wood shake or equal as may be approved by the ACC.

7. NEW CONSTRUCTION: All construction shall be new construction, no previously erected building, structure or improvement shall be moved and set upon any lot from any other location. Construction shall commence not later than thirty (30) months from date of a lot's purchase, and each such structure shall be completed within twelve (12) months of commencement of construction.

8. ANTENNA AND SIMILAR DEVICES: No antenna or similar devices for radio, television or any other electronic transmission or reception shall be placed upon any property within said subdivision without the prior written approval of the ACC.

9. GROUNDS MAINTENANCE: The land covered by these covenants, and the improvements thereon, shall be maintained by the owner in good condition and neat appearance, and no portion thereof shall be used or maintained as a dumping ground for trash, junk or rubbish. Trash, garbage and other waste shall not be kept on any lot except in containers designed for storage and disposal of the same, which containers shall be kept in a clean and sanitary condition at all times.

10. NUISANCES: Notwithstanding any uses permitted by applicable zoning ordinances to the contrary, no trade, industry, business, shop, profession, home occupation or any commercial activity, nor any noxious or offensive activity shall be carried on upon any land covered by these covenants, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

11. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one sign or not more



than five square feet advertising property for sale or used by builders to advertise the property during construction and sale.

12. ANIMALS: No animals other than a reasonable number of household pets, but not more than two dogs shall be maintained on any lot, and then only if they are kept solely as household pets for private use and not for commercial purposes. No such animal may be kept which is a nuisance or annoyance to any other owner's property. Household pets shall be contained on their owner's property or on a leash. At the request of any owner, the Crest View Subdivision Homeowners Association Board of Directors shall determine whether a particular animal shall be considered a house or yard pet, a nuisance, or whether the number of any of such animals on any lot is reasonable.

13. DRILLING: No oil drillings, oil development, oil refining, 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 upon any lot.

14. FENCES, TREES & SHRUBS: No fence shall be erected and no trees, shrubs or hedge plants shall be planted until a plot plan setting forth in detail landscaping design and location and varieties of plants, has been approved by the ACC. No fences shall exceed six feet in height, and all fences are to be architecturally compatible with the dwellings. All fence plans shall be approved by the ACC with plans sufficient to show the location, height, and materials to be used in the erection of a fence.

15. EASEMENTS: Easements for the installation and maintenance of utilities, drainage facilities and landscaping are reserved as shown on the recorded plat of the Subdivision.

Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow or obstruct or retard the flow of water in and through drainage channels and easements. The easements located on each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a Homeowners Association, public authority or one or more utility company is responsible. Specifically, with regard to the landscaping easement, the owners of the lots upon which the same is located shall be responsible for the maintenance thereof. Individual homeowners shall maintain a four foot easement between a sidewalk and curb; other common areas are to be maintained by the Homeowners Association. Enforcement of the obligation to maintain such easement is hereby reserved to the Homeowners Association, its successors and assigns and also extended to other lot owners adjoining property owners outside of the Subdivision for whose benefit the landscaping easement has been created.

15.1 Each owner of a lot agrees for himself and his successors in interest that he will permit reasonable access from time to time during reasonable hours by the adjacent owner and the agents and/or employees of the adjacent owner when such access is necessary (essential) for the inspection, maintenance, repair, or replacement of the adjacent owner's residence, or any part thereof, provided, however, that, except in cases of emergency, the adjacent owner shall furnish the affected owner twenty-four (24) hours notice before exercising the rights granted in this paragraph. Any such entry made by an adjacent owner pursuant to this paragraph shall be made with as little inconvenience as practicable and any damage caused thereby shall be promptly repaired by the adjacent owner.

15.2 The foregoing rights of the adjacent owner shall be considered and are hereby granted as and declared to be a perpetual easement for the benefit of the adjacent owner's lot, which easement shall burden the owner's lot. Said easement shall not be separated from the lot to which it appertains and shall be deemed to be conveyed, leased, or encumbered with such lot even though such interest or easement is not mentioned in any deed, instrument of conveyance, or other instrument.

16. LAKE: Swimming and boating are prohibited. The purpose of the lake is both for aesthetics and to provide ponding of water for the irrigation system. Should the lake fail to retain an acceptable level, there shall be a grassing of that portion which would be exposed to view of the adjoining properties.

17. KEEPING OF MOTOR VEHICLES: No motor vehicle designed for travel over roads and highways or for travel cross-country shall be kept upon any real property within said Subdivision unless such vehicle shall bear evidence of a license for operation upon the public roads of the State of Colorado for the then current year and evidence of acceptance upon such safety inspection as then shall be required by the laws of the State of Colorado, and which such motor vehicle shall be in usual and ordinary use by the owner of the land whereon said vehicle is kept or situated.

18. RECREATIONAL VEHICLES: No vehicles, boats, campers, trailers, snowmobiles or other such recreational vehicles, devices or equipment, or vehicles used for business (other than a vehicle used for personal transportation used in the conduct of a business) shall be stored or permitted to remain for more than 24 hours on any lot and shall not be permitted more than three times per month.

19. ASSESSMENTS: Each owner, by acceptance of a deed, agrees to pay the Homeowners Association assessment or

charges established and collected from time to time as herein provided. Such assessments, together with interest and the costs of collection in the event of delinquency in payment as allowed herein, also shall be the personal obligation of the person who was the owner, or of the persons jointly and severally who were the owners at the time when assessment was made. Payment of the assessments made shall be paid by the owners to the Homeowners Association in monthly or other periodic installments as determined by the Board of Directors.

19.2 The assessments levied by the Association shall be used exclusively for the lighting, maintenance, repair and replacement of irrigation system, common areas (including walks, paths and other than City-maintained sidewalks), and such expenses as the Association, in its opinion, shall determine to be necessary and desirable, including the establishment and maintenance of a cash reserve for all of the foregoing purposes. In the event repairs are required resulting from negligent acts of an owner, the owner's family, guests, employees, or invitees, the Association shall be reimbursed forthwith by such owner therefor.

19.3 If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection therefor, as herein provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

19.4 The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage.

The lien of the assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado. Sale or transfer of any lot shall not affect the assessment liens. 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 as to payments which become 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.

20. PARTY WALLS: General Rules of Law to Apply.

Each wall (as defined herein) which is built as a part of the original construction of the residences upon the property and placed on or adjacent to the dividing line between the lots or between residences on the same lot, shall constitute a "Party Wall." Unless otherwise inconsistent with the provisions of this paragraph, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The term "Wall" or "Party Wall," as used in this Declaration, shall include both (1) a Party Wall placed on or immediately adjacent to the lot dividing line and parallel thereto and (2) separate walls placed on either side of the property dividing line and immediately adjacent thereto and parallel therewith. In either case, any part of the original residential construction which is within the boundary of two imaginary parallel lines drawn from a point beginning at the uppermost part of the outside edge of the Party Wall or separate Walls to an elevation equal to the highest point on the residential unit shall be included in the definition of "Wall."

20.2 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. Each owner shall and does hereby grant an

easement and right of access to each other owner for the purpose of making necessary repairs to the Party Wall.

20.3 Destruction by Fire or Other Casualty. In the event of destruction or substantial damage to a Party Wall caused by fire or some other casualty, without negligence or willful action or omission on the part of either owner using the Party Wall, the owner, or either of them, must reconstruct or repair the Party Wall. The duty to reconstruct or repair the Party Wall is expressly given to either owner and said owner may proceed without the other owner's consent. The owner who reconstructs or repairs or causes the reconstruction or repair of the Party Wall shall be entitled to contribution to his costs from the other owner, in proportion to the use made of the Wall by each, if the other owner makes use of the Party Wall. Notwithstanding the foregoing, said owner's right to contribution shall not prejudice said owner's right to call for and collect a larger contribution from the other owner under any rule of law regarding liability for negligent or willful acts or omissions.

20.4 Weatherproofing. Notwithstanding any other provision of this Article, any owner who, by his negligent or willful act or omission, causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

20.5 Right to Contribution Runs With Land. The right of any owner to contribution from any other owner under this Article shall run with and be appurtenant to the land and shall pass to such owner's successors in title.

20.6 Party Wall Annoyance. Nothing shall be attached or placed immediately adjacent to the owner's side of the Party Wall which shall cause an intermittent or constant annoyance to the adjacent lot owner, members of his family, guests, or invitees. Annoyances shall include, but shall not be limited to, noises, lights, vibrations, and

other activities which would be annoying to the adjacent lot owner, members of his family, guests, or invitees. The Architectural Control Committee shall have the right to make a final determination as to the violation of this Subsection, and its decision shall be binding on all parties.

20.7 Arbitration. In the event a dispute concerning a Party Wall arises or a dispute concerning the provisions of this Article arises, which is not settled voluntarily by the owners involved, the owners shall submit the dispute to arbitration for a decision. In such event, each owner shall choose one arbitrator and the two arbitrators so chosen shall choose a third arbitrator. The decision shall be by a majority vote of the three arbitrators and shall be binding on the owners. The cost of the arbitration shall be paid by the owner who is determined to be at fault.

21. DURATION OF COVENANTS: These covenants are to run with the land and shall be binding upon all parties and all persons claiming under then for a period of twenty-five years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

22. ENFORCEMENT: The ACC shall have the right to prosecute any action to enforce the provisions of all of these covenants by injunctive relief on behalf of itself and all or part of the owners. In addition, each owner shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of these covenants.

23. Any owner of any land covered by these covenants shall have the right to enforce these covenants by maintaining an action at law or in equity against any person or persons violating or attempting to violate any covenant

herein, by seeking either to enforce said covenant or restrain said violation or to recover damages for the violation thereof, or both injunctive relief and the recovery of damages.

24. Should any mortgage or deed of trust be foreclosed on the property to which this instrument refers, then the title acquired by such foreclosure, and the person or persons who thereupon and thereafter become the owner or owners of such property, shall be subject to and bound by all the restrictions enumerated herein.

25. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions or covenants herein stated, which shall remain in full force and effect.

IN WITNESS WHEREOF, this Declaration of Restrictive Covenants has been executed this \_\_\_\_ day of \_\_\_\_\_, 1980.

CRESTVIEW, LTD.,  
a Colorado partnership

By \_\_\_\_\_  
General Partner

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
EMIL L. ENSTROM

\_\_\_\_\_  
MARY G. ENSTROM

\_\_\_\_\_  
DONALD P. LAMBERT

\_\_\_\_\_  
DOREEN A. LAMBERT



**REVIEW SHEET SUMMARY**

FILE NO. 73-81 DUE DATE 7/13/81  
 ACTIVITY Crest View II  
 PHASE Rezone & Preliminary Plan ACRES \_\_\_\_\_  
 LOCATION W. of 27 1/2 Rd., S. F 1/2 Rd. line  
 PETITIONER Crest View LTD.  
 PETITIONER ADDRESS P.O. Box 99, Palisade, CO 81526  
 ENGINEER Paragon Engineering, Inc.

**OVERALL CONSIDERATIONS**

- OVERALL COMPATABILITY  
*No problems*
- CONSISTENCY  
*No problems*
- ADJACENT PROPERTY  
*No problems*
- CHANGE IN THE AREA  
*No problems*
- TRAFFIC IMPACT  
*No problems*

*SEE  
COMMENTS  
BELOW*

THIS HAS NOT BEEN ADJUSTED  
HAS BEEN ADJUSTED

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
7/7/81	City Parks/Rec.	In section "P" it states the open space will be landscaped with native species and grass, yet in the section "T" Desert Landscaping/Irrigation Letter it states Desert Landscaping will not be required. These two statements seem to be in conflict with each other. I would like to see a list of the native species and grass that will be used in the open space.
7/8/81	City Fire	We are concerned with what kind of street address system will be used. We must have a clear and easy address numbering system for fire and emergency service. 32 foot street with 22 feet of pavement needed for fire equipment access. Water line and hydrant shown on development plan OK.
7/9/81	G.J. Drainage	Out of district.
7/9/81	Comprehensive Planning	The use of a private street needs to be addressed.
7/9/81	Transportation Eng.	No comment.
7/9/81	Ute Water	No objection to the proposed 4 SF dwelling development plan. Each unit will be individually metered. Water line size to the fire hydrant will be 8" and WILL NOT be looped to 27 1/2 Road through an easement. Policies & fees in effect at the time of application will apply.
7/13/81	City Utilities	None.
7/13/81	City Engineer	Improvements Agreement is not in the form I agreed to with Development Department. For that reason, I will not sign it. Groundwater and soils will probably be a problem on this site since part of it has been a slough for so long. Power of attorney for full street

City Engineer  
Continued

improvements should be granted for 27½ Road. Petitioner will have to provide physical changes to curb, gutter and sidewalk at Crest View Drive to accomodate their proposed driveway. A 20 Ft. wide easement centered on the pipe should be provided along the sanitary sewer and somehow we need a legal right of access to get to that easement and the sewer from Crest View Drive. Drainage calculations and analysis should be submitted for the major drainway through the site. This analysis and the resulting grading and/or improvements should be consistent with the performed for Crestview pond (ie Q 100 = 98 cts).

7/15/81

Staff Comments

- 1) What is the square cul-de-sac's purpose? Why is it there?
- 2) Detailed landscaping needed - types/ground cover etc.
- 3) Who will maintain the pond? - Need some sort of commitment letter.
- 4) POA for 27½ Rd. Street improvements needed.
- 5) Need to show and dimension curb cut off of Crestview Drive to the private drive.
- 6) What about sidewalks/curbs/gutters? - They need to be shown prior to final.
- 7) Need adjacent land use shown on preliminary plan.
- 8) Are the structures shown on plan - proposed or existing?
- 9) What are the safety precautions to prevent running off street into pond.
- 10) Use existing trees and vegetation.

7/15/81

Mt. Bell  
LATE

We request easements as shown on plat.

7/21/81

Public Service  
LATE

Electric: No objections to rezone or preliminary plan; however electric request a 10' (ten) foot front lot utility easement on lots #1 & 2 adjacent to 27½ Road and a 10' (ten) utility easement adjacent to the southerly lot lines of lots #2, 3 & 4. THI 7/10/81  
Gas: No objections to rezone or preliminary plan.  
Concur with electric remarks above on easements. HT 7/14/81

TRANSMEIER/LITLE PASSED 6-0 A MOTION TO SUBMIT TO CITY COUNCIL #73-81, CRESTVIEW II, REZONE RSF-5 TO PR.6, MILFRED AND OLIVE MCCALLISTER, LOCATED WEST OF 27.5 ROAD AND SOUTH OF F.5 SECTION ROAD LINE; WE HEREBY RECOMMEND TO THE CITY COUNCIL THAT #73-81, REZONING, BE APPROVED, SUBJECT TO THE CONDITIONS SET FORTH BY THE STAFF BEING RESOLVED BY AUGUST 9, 1981, SPECIFICALLY THE LANDSCAPING AND THE COMMENTS OF THE CITY ENGINEER.

TRANSMEIER/RINKER PASSED 6-0 A MOTION TO SUBMIT TO CITY COUNCIL #73-81, PRELIMINARY PLAN, CRESTVIEW II, LOCATED WEST OF 27.5 ROAD AND SOUTH OF F.5 SECTION ROAD LINE, FOR CONSIDERATION; THAT WE HEREBY RECOMMEND TO THE CITY COUNCIL APPROVAL OF #73-81, PRELIMINARY PLAN, CRESTVIEW II, SUBJECT TO THE FOLLOWING CONDITIONS: THAT ALL STAFF COMMENTS BE RESOLVED BY AUGUST 9TH.

RESPONSE TO REVIEW SHEET COMMENTS

File No: 73-81  
Activity: Crest View II  
Phase: Rezone & Preliminary Plan  
Location: W. of 27½ Rd., S of F½ Rd. line

AGENCY

RESPONSE

City Parks/Rec.

Native landscaping referred to is what is commonly used as native landscaping in this area - consisting of gravel and rock. We are not planning on using gravel and rock exclusively; we are not planning to use gravel and rock at all in the area of the impoundment.

City Fire

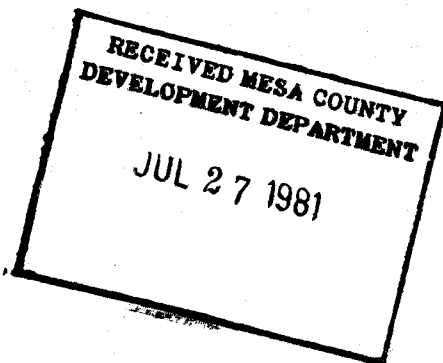
We are also concerned about ledgible street numbering and will work closely with Fire Dept. to arrive at a mutually agreeable listing system off Crest View Drive.

City Engineer

We will submit a revised subdivision improvements agreement on an acceptable <sup>time</sup> for prior to the final submittal. We will submit a signed power of attorney for 27½ Road at the time of final submittal. We will provide sufficient easements to service the City sewer line in this area. The petitioner will be responsible for all curb cuts and access from Crest View Drive. Paragon Engineering will meet with the City Engineer concerning the analysis of the drainage within the major drainway through the site. This will be done prior to submitting the final development plan.

Staff Comments:

1. There are no square cul-de-sacs. What appears to you to be a square cul-de-sac is merely a driveway turn-around for individual driveways.
2. We will provide a more detailed landscaping plan with the final submittal and indicate more definitively what types of ground cover and species will be used both at the presentation and with the final development plan.
3. The maintenance of the pond will be done as is the present pond - with the homeowner's association. We will provide you with a letter of commitment.
4. Previously addressed.
5. We will have a 25' curb cut from Crest View Drive to the private drive.
6. There are no internal sidewalks, curbs or gutters. The drainage will be down the hill, across the private drive and into the impoundment.
7. Adjacent land uses, as stated in the impact statement, are all single family residential. We will give you a revised preliminary plan if you require.
8. There is only one existing structure in the four lot subdivision that is being proposed. It is on the SE Corner. It currently takes it's access from 27½ Road.
9. The safety precautions which will be used will be that of vegetation and special separation from the pond to the roadway. There will also be a gravel shoulder between the mat and the vegetation.



RESPONSE TO REVIEW SHEET COMMENTS (continued)

File No: 73-81  
Activity: Crest View II

AGENCY

RESPONSE

Staff Comments  
(continued)

10. We plan to use all existing trees and shrubs that are on the site. At this point in time we plan on removing no trees or shrubs.

In addition to the above comments, we will respect Mountain Bell and Public Service requests for easements and they will be shown on the final submittal.

If you have any further questions or concerns regarding Crest View II, please contact our office.

A handwritten signature in cursive script, appearing to read "Alf Bauer". The signature is written in dark ink and is positioned in the lower right quadrant of the page.

# REVIEW SHEET SUMMARY

FILE NO. 73-81 DUE DATE 7/13/81  
 ACTIVITY Crest View II  
 PHASE Rezzone & Preliminary Plan ACRES \_\_\_\_\_  
 LOCATION W. of 27½ Rd., S. F½ Rd. line  
 PETITIONER Crest View LTD.  
 PETITIONER ADDRESS P.O. Box 99, Palisade, CO 81526  
 ENGINEER Paragon Engineering, Inc.

## OVERALL CONSIDERATIONS

- OVERALL COMPATABILITY  
*No problems*
- CONSISTENCY  
*No problems*
- ADJACENT PROPERTY  
*No problems*
- CHANGE IN THE AREA  
*No problems*
- TRAFFIC IMPACT  
*No problems*

*SEE  
COMMENTS  
BELOW*

HAVE NOT BEEN ADDRESSSED  
 HAVE NOT BEEN ADDRESSSED

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
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7/9/81	Comprehensive Planning	The use of a private street needs to be addressed.
7/9/81	Transportation Eng.	No comment.
7/9/81	Ute Water	No objection to the proposed 4 SF dwelling development plan. Each unit will be individually metered. Water line size to the fire hydrant will be 8" and WILL NOT be looped to 27½ Road through an easement. Policies & fees in effect at the time of application will apply.
7/13/81	City Utilities	None.
7/13/81	City Engineer	Improvements Agreement is not in the form I agreed to with Development Department. For that reason, I will not sign it. Groundwater and soils will probably be a problem on this site since part of it has been a slough for so long. Power of attorney for full street

City Engineer  
Continued

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7/15/81

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- 8) Are the structures shown on plan - proposed or existing?
- 9) What are the safety precautions to prevent running off street into pond.
- 10) Use existing trees and vegetation.

7/15/81

Mt. Bell  
LATE

We request easements as shown on plat.

7/21/81

Public Service  
LATE

Electric: No objections to rezone or preliminary plan; however electric request a 10' (ten) foot front lot utility easement on lots #1 & 2 adjacent to 27½ Road and a 10' (ten) utility easement adjacent to the southerly lot lines of lots #2, 3 & 4. THI 7/10/81  
Gas: No objections to rezone or preliminary plan.  
Concur with electric remarks above on easements. HT 7/14/81

TRANSMEIER/LITLE PASSED 6-0 A MOTION TO SUBMIT TO CITY COUNCIL #73-81, CRESTVIEW II, REZONE RSF-5 TO PR.6, MILFRED AND OLIVE MCCALLISTER, LOCATED WEST OF 27.5 ROAD AND SOUTH OF F.5 SECTION ROAD LINE; WE HEREBY RECOMMEND TO THE CITY COUNCIL THAT #73-81, REZONING, BE APPROVED, SUBJECT TO THE CONDITIONS SET FORTH BY THE STAFF BEING RESOLVED BY AUGUST 9, 1981, SPECIFICALLY THE LANDSCAPING AND THE COMMENTS OF THE CITY ENGINEER.

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**REVIEW SHEET SUMMARY**

FILE NO. 73-81 DUE DATE 9/14/81  
 ACTIVITY Crestview 2  
 PHASE Final Subdivision ACRES             
 LOCATION S of F $\frac{1}{2}$  Section Line, W. of 27 $\frac{1}{2}$  Rd.  
 PETITIONER Crest View LTD./Henry Faussonne  
 PETITIONER ADDRESS P.O. Box 99, Palisade, CO 81526  
 ENGINEER Paragon Engineering, Inc.

**OVERALL CONSIDERATIONS**

- OVERALL COMPATABILITY**
- CONSISTENCY**
- ADJACENT PROPERTY**
- CHANGE IN THE AREA**
- TRAFFIC IMPACT**

HAS NOT BEEN ADDRESSSED  
 GENERALY NEED SW

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
9/11/81	G.J. Drainage	Out of district.
9/11/81	Ute Water	Necessary corrections, addressed on the preliminary presentation, have been indicated. No objections to development.  The Ute Water Conservancy District requires adjustable value boxes of the SLIP type, over all valves-including fire hydrant values.
9/14/81	Mountain Bell	No requests.
9/14/81	G.J. Fire	This office has no objections to this final. Fire hydrant placement as shown on 8" main on utility composite is good. Approved 9/9/81. Fire flow required.
9/14/81	City Engineer	Improvements Agreement is still not in proper form. A 20Ft. wide easement should be provided for the sanitary sewer. None is shown on the plat. Power of attorney for street improvements on 27 $\frac{1}{2}$ Road should be granted. Private driveway entrance changes to curb, gutter and sidewalk will require a permit from City Engineer. Petitioner's engineer should contact me after final approval for my review and approval of detailed construction plans for sanitary sewers prior to construction. Sewer plans as submitted look fine. The channel goes across lot 1 and the open space. An easement should be granted to somehow legally insure that channel will not be filled or altered by future property owners.
9/15/81	City Utilities LATE	The summary form states that sewage disposal will be by Clifton Sanitation. The two Clifton Sanitation Districts are located about six miles east of this development.  Will there be access to manhole #2 for sewer maintenance equipment?



<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
9/15/81	Transportation Engineer LATE	No comments.
9/15/81	Public Service LATE	Electric: No objections to final plat. PSCo had an underground high voltage line near pond that may require re-location. Please contact PSCo well in advance of construction. DM 9/4/81  Gas: No objections to final plat. Developer should contact PSCo concerning loads and points of service. HT -9/8/81
9/15/81	Staff Comments	1. Need Power of Attorney for improvement of 27½ Rd. 2. 20' utility easement as requested by City Engineer.  Project must obtain building permit within 1 year of approval or be scheduled for a rehearing.

9/28/81

*As per Sec: 5-4-6 petitioner needs to have an appraisal & provide 5% open space for Park or monies in lieu off.*

9/29/81

TRANSMEIER/RINKER PASSED 5-0 A MOTION TO SUBMIT #73-81 CREST VIEW II, FINAL PLAT, TO CITY COUNCIL FOR CONSIDERATION, WITH A RECOMMENDATION OF APPROVAL, SUBJECT TO STAFF COMMENTS BEING RESOLVED BEFORE PRESENTATION TO CITY COUNCIL.

TRANSMEIER/RINKER PASSED 5-0 A MOTION TO SUBMIT #73-81 CREST VIEW II, FINAL PLAN, TO CITY COUNCIL FOR CONSIDERATION, WITH A RECOMMENDATION OF APPROVAL, SUBJECT TO STAFF COMMENTS BEING RESOLVED BEFORE PRESENTATION TO CITY COUNCIL.

