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File 1983-0003
Date 8/27/02

Project Name: Villa Park Townhomes – Revision of Preliminary Plan

P r e s e n t e d	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	X	*Summary Sheet – Table of Contents			
X	X	Review Sheet Summary			
X		Application form			
X		Review Sheets			
		Receipts for fees paid for anything			
X	X	*Submittal checklist			
		*General project report			
		Reduced copy of final plans or drawings			
X		Reduction of assessor's map			
		Evidence of title, deeds			
X	X	*Mailing list to adjacent property owners			
		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			
X	X	*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)			
<u>DOCUMENTS SPECIFIC TO THIS DEVELOPMENT FILE:</u>					
X	X	Action Sheet	X	X	Preliminary Plan – Revised 2/14/83
X	X	Review Sheet Summary	X	X	Final Plan
X		Review Sheets	X		Revised Parking Plan
X	X	Ordinance No. 2109 - **			
X		Public Notice Posting – 1/12/83			
X		Letter from Duane Scott to City Council re: comments on meeting – 1/28/83			
X	X	Planning Commission Minutes - ** - 1/24/83			
X		Development Application - 12/3/82			
X	X	Impact Statement			
X		Subdivision Summary Form – 12/10/82			
X		Improvements Agreement – (not signed)			
X		Owner's and Encumbrance Report from Commonwealth Land Title Ins. Co.			
X		Gamma Radiation Survey from ARIX – no tailings indicated – 11/2/82			
X	X	Declaration of Covenants – Conditions and Restrictions			

IMPACT STATEMENT
VILLA PARK TOWNHOMES

GENERAL

The property is located South of "B 3/4" Road, approximately 238 feet East of "27" Road.

We are requesting a rezone from RSF -8 to PR-10 with a design density of 9.6 units/acre on 2.52 acres.

There are two existing single family homes which shall remain and have been included in the subdivision plat on 2.99 acres.

ADJACENT USES

There are existing single family detached residential units located on the South and East boundaries, in the Artesia Heights Subdivision.

Cyphers Subdivision is adjacent on the North, with single family homes under construction.

There are existing single family homes between "27" Road and the West property line. There is also a large metal building for Tilton Construction adjacent on the West.

There are existing multi-family units located West of "27" Road, North of "B 3/4" Road in the Munfrada Subdivision, zoning RMF-16.

COMMUNITY FACILITIES

The new Safeway store is located between Highway 50 and "B 3/4" Road, West of "27" Road, as well as a new shopping center.

The Orchard Mesa Bank is located South of Highway 50, West of "27" Road.

A restaurant, barbershop, liquor store, and several gas station/C & F type stores are located along Highway 50.

The Columbus Evangelical Free Church and Morning Star pre-school is located at the Southeast corner of "C" Road and Pinion Street.

There are three schools in close proximity to this site. Columbus, Lincoln Orchard Mesa and Orchard Mesa Junior High.

ACCESS

Access to the site is from Highway 50 or "C" Road to "27" Road. Pinion Street, located approximately 90 feet West of the proposed street, now connects "C" Road, South to "B 3/4" Road.

"B 3/4" Road is currently an unimproved street that dead-ends approximately 500 feet to the East of this property. The developer shall submit an escrow account for his share of the improvements to "B 3/4" Road.

UTILITIES

Water, sewer, electricity, and telephone service are readily available, adjacent to the site.

PROPOSED USES

The proposal consists of 24 townhome units and 2 existing single family units.

The project has been designed with a 25 foot (ROW) private cul-de-sac street. The minimum radius turnaround allowed by City standards has been provided for emergency and refuse removal vehicles.

We feel the 25 foot ROW is appropriate since off street parking has been provided, and a detached walkway has been designed along all open space areas.

The minimum two parking spaces per unit have been provided. Nine of the units on the North side have four parking spaces. In addition, we have provided four spaces for visitor parking. On street parking shall be prohibited.

Single story units with attached garages have been designed for this site to be compatible with present uses on surrounding parcels, and to be compatible with the overall character of the area.

Refuse removal shall be by individual pickup, as requested by Bill Reeves.

A six foot, solid wood fence shall be constructed along the perimeter of the property, except the West boundary which has an existing 6 foot chain link fence. The area along the chain link fence shall be planted with evergreens that will provide a tall, fast growing hedge, to screen the existing metal building from future residents of this development.

A total of 46.7% of the property has been provided as open space. 6.1% is private fenced patios off each unit. The remaining 40.6% is common open area that shall be dedicated to the Homeowners Association. A four foot gravel pedestrian, bicycle, jogging path has been designed to provide circulation through the open areas.

A play area shall be designed as a functional and sculptural landscape accent that shall be safe as well as challenging. Basic elements shall consist of timber posts, ladders, platforms, loops, slides, dowels, tires or drums. Ground cover under and around play areas shall be sand.

All open space areas shall be planted with grass, trees, and shrubs and shall have a pressurized irrigation system for maintenance. Open space, amenities, street and irrigation system shall be maintained by the homeowners association.

DEVELOPMENT SCHEDULE

Construction of street, utilities and units shall begin immediately after Final Plan Approval (May). All construction, including open space improvements, shall be completed by November, 1984.

SUMMARY

There has been a change in the character of the area with the construction of the new shopping facilities in the immediate area, and the multi-family development Northwest of this area.

This proposal is consistent with Residential Land Use Objectives which encourage residential development in areas where necessary public facilities and services can be provided economically and efficiently. It also provides a "new" type of residential development approach such as zero lot lines and cluster open space.

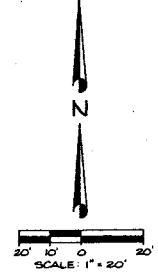
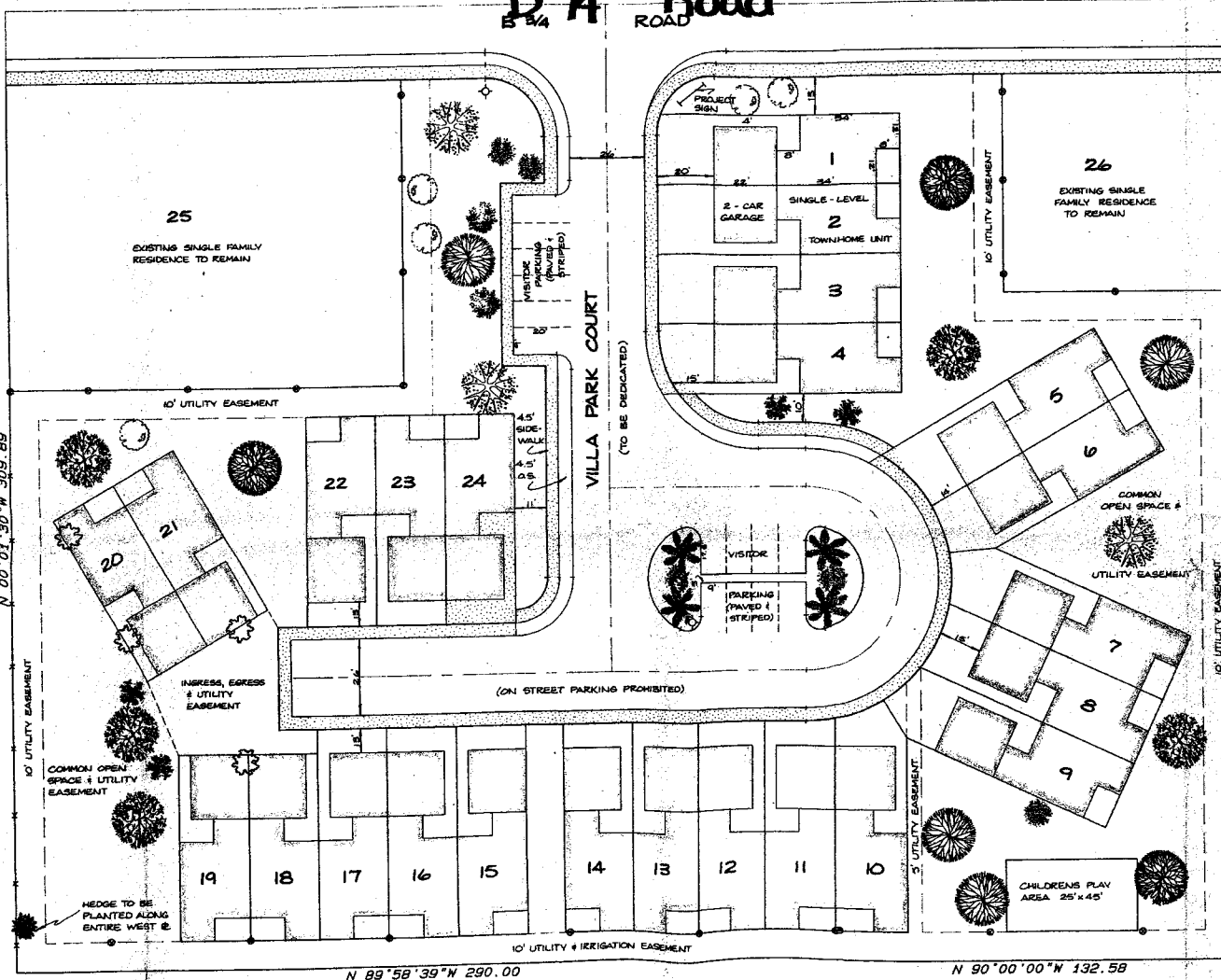
This development supports the Grand Junction Housing Authority's plans and policies in attempting to provide low and moderate income housing and housing for the elderly.

The design for this parcel could have been at a greater density. However, the developer has chosen the one level townhouse unit in order to provide uses more compatible with present uses on surrounding parcels.

VILLA PARK TOWNHOMES

B^{3/4} Road
E 3/4 ROAD

27 Road



- LANDSCAPING**
- EXISTING TREES TO BE REMOVED
 - LILAC SHRUB (SWEINGA)
 - FORSYTHIA SHRUB (GOLDENBELL)
 - LITTLE LEAF LINDEN (TILIA CORDATA)
 - JAPANESE PAGODA TREE (SOPIHOEA JAPONICA)
 - SPREADING EVERGREEN SHRUB
 - EXISTING TREES TO REMAIN
 - SNOWBALL SHRUB (L)
 - LEVLAND CYPRESS (L) (CUPRESSOCYPARIS L)
 - FLOWERING DOGWOOD (C. FLORIDA)
 - HONEY LOCUST (GLEDITSIA TRIACA)

NOTES

A PRESSURIZED IRRIGATION SYSTEM SHALL BE DESIGNED TO SERVE THE COMMON OPEN AREAS. ALL OPEN AREAS SHALL BE PLANTED IN BLUEGRASS.

OPEN SPACE AMENITIES, IRRIGATION SYSTEM & INGRESS/PARKING EASEMENTS SHALL BE MAINTAINED BY THE HOA ASSOCIATION.

MINIMUM SETBACKS

FRONT - 15'
SIDE - 10'
REAR - 10' (MIN. SETBACK FROM B^{3/4} ROAD - 15')

- LEGEND**
- PROPOSED 6" SOLID WOOD FENCE
 - EXISTING 6" CHAIN LINK FENCE
 - LOW INTENSITY SODIUM VAPOR LIGHT ON 10' POLE
 - PROJECT SIGN - WOOD & BRICK

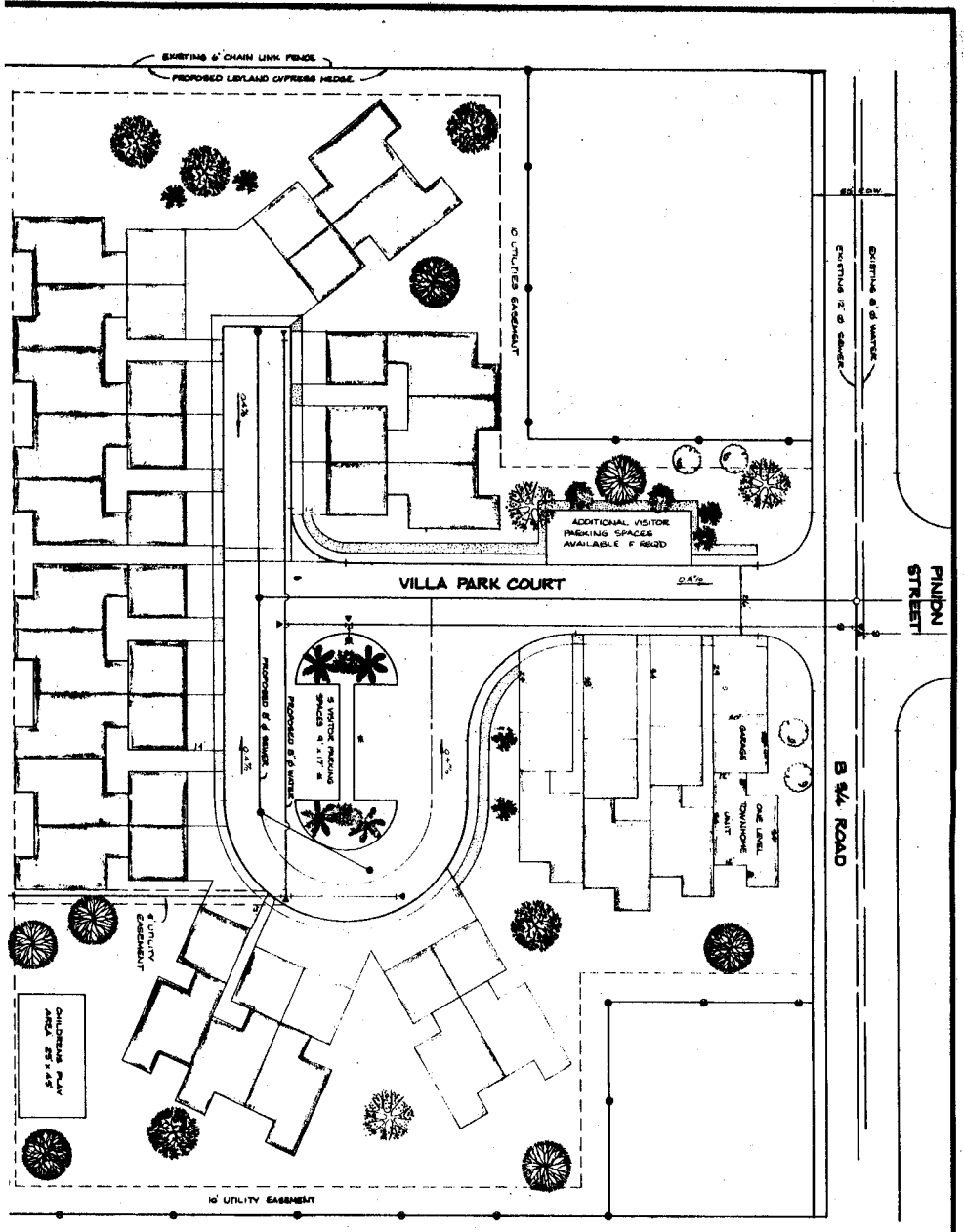
AMENITIES

A PLAY AREA SHALL BE DESIGNED AS A FUNCTIONAL & SCULPTURAL LANDSCAPE ACCENT THAT SHALL BE SAFE AS WELL AS CHALLENGING. BASIC ELEMENTS MAY CONSIST OF: TIMBER POSTS, LADDERS, PLATFORMS, LOOPS, SLIDERS, TIRES, OR DRUMS. GROUND COVER UNDER AND AROUND AREA SHALL BE SAND.

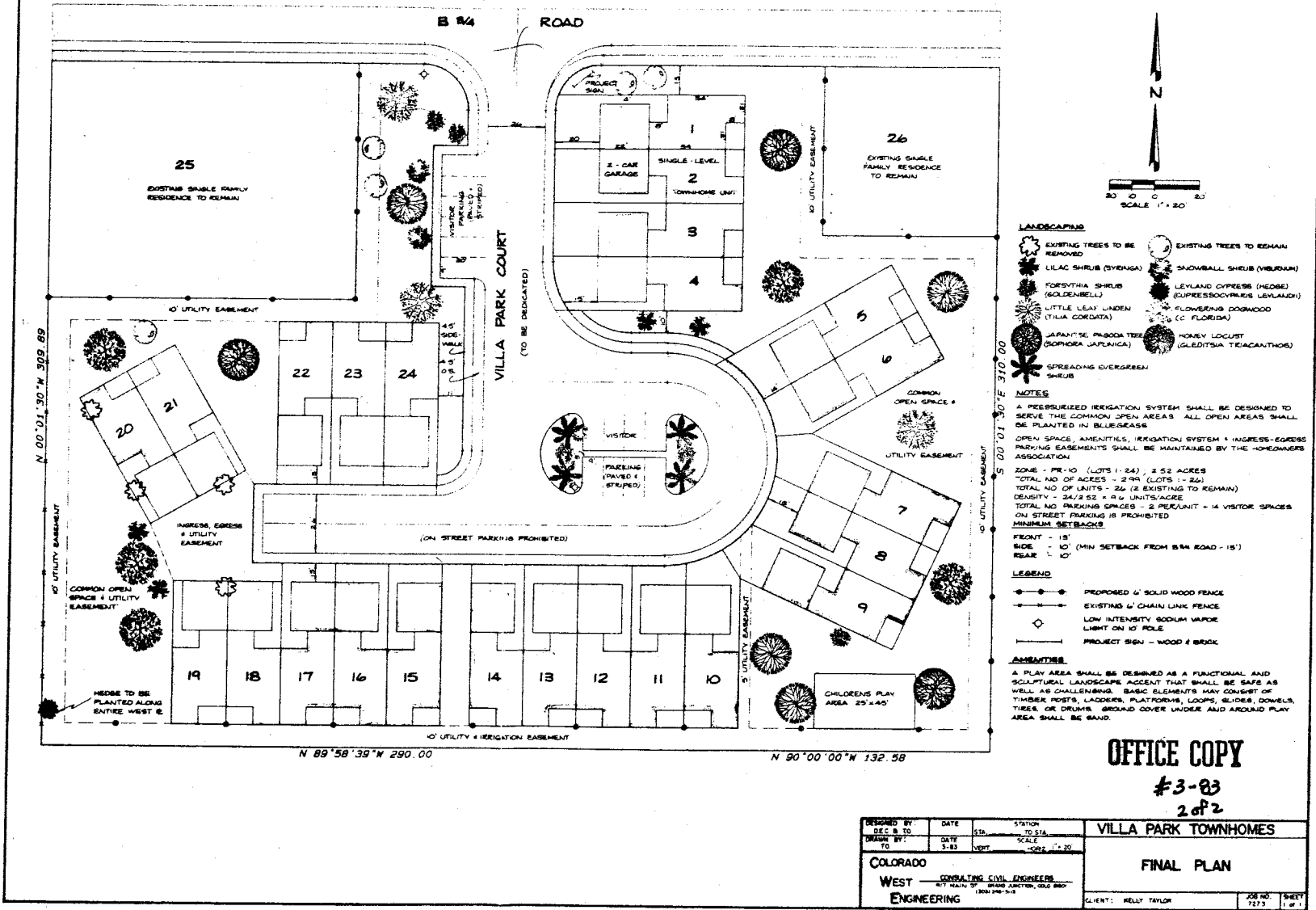
N 20° 01' 30" W 309.89
N 89° 58' 39" W 290.00
N 90° 00' 00" W 132.58

OFFICE COPY
#3-83
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DESIGNED BY:	DATE:	STATION:	VILLA PARK TOWNHOMES
DEC & TO:	DATE:	TO STA:	
DRAWN BY:	DATE:	SCALE:	



VILLA PARK TOWNHOMES



- LANDSCAPING**
- EXISTING TREES TO BE REMOVED
 - LILAC SHRUB (SYDINGA)
 - TOBENTIA SHRUB (GOLDENBELL)
 - LITTLE LEAF LINDEN (TILIA CORDATA)
 - JAPANESE PINKDOG TREE (SOPIHORA JAPONICA)
 - SPREADING EVERGREEN SHRUB
 - EXISTING TREES TO REMAIN
 - SNOWBALL SHRUB (VIBURNUM)
 - LEYLAND CYPRESS (HEDGE) (QUERUSCOYRUS LEYLANDII)
 - FLOWERING DOGWOOD (FLORIDA) (C. FLORIDA)
 - HONEY LOCUST (GLEDTISIA TRIACANTHOS)

NOTES

A PRESSURIZED IRRIGATION SYSTEM SHALL BE DESIGNED TO SERVE THE COMMON OPEN AREAS. ALL OPEN AREAS SHALL BE PLANTED IN BLUEGRASS.

OPEN SPACE, AMENITIES, IRRIGATION SYSTEM + INGRESS-EGRESS PARKING EASEMENTS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

MINIMUM SETBACKS

FRONT - 15'
 SIDE - 10' (MIN SETBACK FROM B 84 ROAD - 15')
 REAR - 10'

- LEGEND**
- PROPOSED 4" SOLID WOOD FENCE
 - EXISTING 4" CHAIN LINK FENCE
 - LOW INTENSITY SODIUM VAPOR LIGHT ON 10' POLE
 - PROJECT SIGN - WOOD & BRICK

AMENITIES

A PLAY AREA SHALL BE DESIGNED AS A FUNCTIONAL AND SCULPTURAL LANDSCAPE ACCENT THAT SHALL BE SAFE AS WELL AS CHALLENGING. BASIC ELEMENTS MAY CONSIST OF TIMBER POSTS, LADDERS, PLATFORMS, LOOPS, SLIDES, DOMELS, TIRES, OR DRUMS. GROUND COVER UNDER AND AROUND PLAY AREA SHALL BE SAND.

OFFICE COPY

#3-83
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DESIGNED BY DEC 8 TO	DATE 5-83	STATION TO STA.	SCALE 1" = 20'	VILLA PARK TOWNHOMES	
COLORADO WEST CONSULTING CIVIL ENGINEERS ENGINEERING				FINAL PLAN	
CLIENT: KELLY TAYLOR			JOB NO. 7273	SHEET 1 of 1	

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION made on the date hereinafter set forth by Kelly Taylor of Grand Junction, Colorado, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain improved real property situate in the County of Mesa, State of Colorado, which is more particularly described in Exhibit "A" which is attached hereto and incorporated herein by this reference.

AND WHEREAS, Declarant desires to construct upon said real property townhouse residential improvements which will have shared common party walls as delineated in Exhibit "B" attached hereto and incorporated herein by this reference.

AND WHEREAS, Declarant will convey said townhouses connected by a party wall and subject to certain protective covenants, conditions restrictions reservations, liens and charges as hereinafter set forth:

NOW, THEREFORE, Declarant hereby declares that all of the real property described herein shall be held, sold and conveyed subject to the following easements, reservations, restrictions, liens, charges, 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 insure to the benefit of each owner thereof.

**ARTICLE I
Definitions**

A. "Association" shall mean and refer to the subdivision's homeowners association, its successors and assigns which shall be a Colorado not-for-profit corporation bearing the name of this planned unit development project, the articles of incorporation and by-laws of which shall govern the administration of this planned unit development property, the members of which association shall be all of the owners of the lots and dwelling units contained therein.

B. "Planned Unit Development" means all of the land and improvements initially submitted by this declaration and subsequently submitted as may be provided hereinafter.

C. "Building" means a single building containing townhouse units, as shown on the recorded plat and map related to the Planned Unit Development.

D. "Townhouse" means any lot and the dwelling unit thereon as shown on Exhibit "B" together with all fixtures and improvements therein and including common ownership of the party wall shared by each townhouse unit.

E. "Owner" shall mean and refer to the record owner, whether one or more persons, firm, corporation, partnership, association or other legal entity, or any combination thereof of a fee simple title to any dwelling unit or 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.

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

G. "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:

The property described in Exhibit "A" attached hereto, excepting therefrom the platted lots Nos. 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17, 18,19,20,21,22,23 and 24, as is more fully depicted on Exhibit "B" attached hereto.

H. "Common Expenses" means and includes expenses for maintenance, taxes, repairs, operation, management and administration; expenses declared common expenses by the provisions of this declaration and the by-laws of the home owners association and all sums lawfully assessed against the general common elements by the administrative board of the Villa Park Townhomes.

I. "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 contained in or upon the planned unit development.

J. "A Completed Dwelling Unit" shall mean any unit which has been constructed and occupied.

ARTICLE II Restrictive Covenants

A. No building or carport shall be located on any of said lots or land parcels in the subdivision nearer to the front line nor nearer to any street line than is provided in the accepted plan of the subdivision.

B. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the subdivision shall be used as a residence temporarily nor shall any structure of a temporary character be used as a residence.

C. No dwelling or a residential unit shall be permitted on any lot or building site in said subdivision without specific written approval of the Architectural Control Committee as defined herein, as to size, design and materials.

D. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over any portion of the real property of each lot as may be necessary. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may change the direction or flow of drainage channels in the easements. The easement area of each lot or building site and all improvements in it shall be maintained continuously by the owner or owners of the lot or building site, except for those improvements for which public authority or utility company is responsible.

E. No building, landscaping, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to reroofing, or repainting or exterior, or change or alteration therein be made in such subdivision until plans and specifications therefore, showing the nature, kind, height,

materials, floor plans, color schemes, locations, shape and approximate cost of each building, fence wall or other structure and the grading, planting, painting, reroofing and landscaping plan of the portion of the above described subdivision to be built upon and otherwise used in connection therewith shall have been submitted to and approved in writing by the Architectural Control Committee as the same shall be established by the developer herein and by the Homeowners Association, and a copy thereof as finally approved lodged permanently with such committee. Such committee shall have the right to refuse to approve any such plans or specifications for planting, painting, reroofing, landscaping or grading plan which are not suitable or desirable, in the opinion of the majority of such committee for any reason; that in so passing upon such plans, specifications for planting, painting, reroofing, landscaping or grading plans such committee shall have the right to take into consideration, among other things, the suitability of the proposed building, fence, wall, or other structure, planting, painting, reroofing, landscaping or grading and of the materials and colors to be used, the site upon which it is proposed to erect the same, the harmony and effect thereof with the surroundings, and the effect thereof on the outlook from the adjacent and neighboring property.

In the event, such committee fails either to approve or disapprove such plans or specifications within thirty (30) days after the same have been delivered to any member of such committee, such approval or disapproval will not be required and this covenant and restriction shall thereupon be deemed to be fully complied with.

No member of such committee shall be entitled to any compensation for services performed pursuant to these covenants and restrictions.

At any time, the then record owners of the majority of the building sites and residential units shall have the power through duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

In the event of the death or resignation or the refusal or inability to act of any member of such committee remaining members shall have full authority to approve or disapprove such plans and specifications and to designate and appoint a successor member of such committee to fill any such vacancy with like authority.

F. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the lots and dwelling units has been recorded, agreeing to change said covenants in whole or in part.

G. No yard lights supported by a pole or other supporting device shall be installed on any residential site nor building without the prior approval of the Architectural Control Committee described heretofore; nor any light be installed and maintained on any lot or street area which is so located as to be, or the intensity of or glare from which is, substantially offensive to the senses or which materially interferes with the view available to owners of other lots in the subdivision.

H. No noxious or offensive trade or activity shall be carried on on any lot or dwelling unit nor shall anything be dumped thereon which may be or become an annoyance or nuisance to the neighborhood.

I. All electrical and telephone service lines shall be provided as shown in plats of record including amendments and subsequent filings.

J. No animals, including but not by way of limitation, horses, cows, pigs, goats, chickens, ducks and other domesticated animals, except household pets shall be maintained temporarily or permanently on any of the said lots or dwelling units contained herein.

K. If the parties hereto or any of them or their heirs and assigns shall violate or attempt to violate any of the covenants herein or provisions hereof, it shall be lawful for any other person or persons or association or corporation, owning real property situated within the land platted by the recorded map and plat described herein to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or provision and either to prevent him or them from so doing or recover damages or other dues for such violation.

L. The invalidation of any of these covenants or provisions by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE III Party Walls

Section 1. 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. The cost of reasonable repair and maintenance of party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. 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 other under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. 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. 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. 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 IV
Property Rights

Section 1. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. 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 V
Non-Partitionability of General Common Elements

The general common elements shall be owned in common by all of the Owners of the units, and shall remain undivided and no Owner shall bring any action for partition or division of the general common elements. Nothing contained herein shall be construed as a limitation of the right of partition of a condominium-type unit between the owners thereof, but such partition shall not affect any other lots or dwelling units.

ARTICLE VI
Exterior Maintenance

Section 1. Each Owner of any lot or dwelling unit herein shall be obligated to provide all necessary maintenance for the exterior of his buildings, improvements and grounds. In so doing, each such Owner shall be required to conform such maintenance to the remainder of the project. Specifically, an Owner cannot change the color of a unit without the approval of two-thirds (2/3) vote of the Board of Directors of the Association.

In the event an Owner of any lot in the Properties shall fail to maintain the premises and the improvements situated hereon 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.

Section 2. In the event the Association repairs, maintains or restores a lot, the cost of such exterior maintenance shall be assessed against the lot or dwelling unit upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such lot or dwelling unit is subject under the terms of the Declaration herein, and as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided under other assessments described herein. Provided that the administrative board of the Association when establishing the annual assessment against each lot or dwelling unit for any assessment year as required herein, may add thereto the estimated cost of the exterior maintenance for that year but shall thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

Section 3. For the purpose solely of performing the exterior maintenance required or authorized by this article, the Association through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any lot or exterior of any dwelling unit at reasonable hour on any day.

Section 4. If the assessments under this article or under other sections of this Declaration are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representative. 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.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight (8) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such an assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 5. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Properties subject to assessment; provided, however, that such subordination shall apply only to the assessment which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

ARTICLE VII Membership and Voting Rights

Section 1. Every Owner of alot which is subject to assessment shall be a member of the Association. Membership

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 ____ day of _____, 198_____.

Declarant

REVIEW SHEET SUMMARY

FILE NO. 3-83 TITLE HEADING Villa Park Townhomes DUE DATE 1/14/83

ACTIVITY - PETITIONER - LOCATION - PHASE - ACRES Petitioner: Fred and Tommie Peaslee.

Location: South of B.75 Road, approximately 240' East of 27 Road. A request to change from residential single family uses at 8 units per acre to planned residential uses at 10 units per acre on approximately 2.5 acres and a preliminary plan of 24 units on approximately 2.99 acres. a. Consideration of rezone. b. Consideration of preliminary plan.

PETITIONER ADDRESS Kelly Taylor, 387 Hillview

ENGINEER Colorado West Engineering

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
1/7/83	City Fire	This office has no objections to this rezone. We have a problem with fire protection as shown on your utilities plan. You indicate in your drawing that an 8 inch line extends east on B 3/4 Road, East of 27 Rd. Our city water lines shows a 6" line. I do not believe we can get the required 2500 gpm fire flow required from this line. To get the most water from the system, this line should be increased to a 8" and the water line in Villa Park Court extended and looped into the new City 8" in Sherman Drive. Parking must be restricted to one side on Villa Park Ct., to allow for 20 feet unobstructed width for emergency access. Hydrant spacing should be arranged to not allow more than 300 feet between fire hydrants.
1/7/83	State Health	This proposed development will connect to existing water and wastewater facilities. We take no exception to this proposal.
1/12/83	City Parks	Landscape OK - need appraisal for open space fee determination.
1/13/83	Mountain Bell	We will request a 10' utility easement on exterior boundaries of subdivison and as indicated in red on the enclosed plat.
1/14/83	City Engineer	Proposed "private street" is unacceptable. The street section shown is acceptable on 27 ft. wide dedication to allow 6 inches behind curb. This is based on no on-street parking being needed or allowed. Is there adequate off-street parking provided? The 27 ft. dedication is also based on 4 ft. wide concrete sidewalks being provided on 6 ft. wide dedication to the public to an off street sidewalk layout acceptable to planning staff. The storm drainage retention is unacceptable. Villa Park Court should be sloped toward B 3/4 Road with grades to eventually outlet into Pinion Street. I checked grades from Pinion to cul-de-sac at 0.30% (minimum) and that results in gutter elevation of approximately 4637 at the cul (sic) which seems workable. Power of Attorney or other acceptable commitment should be obtained for full improvements to B 3/4 Road frontage. Sewer and water layout looks OK. Detailed construction plans for sewer, water and street must be submitted to City Engineer for approval prior to construction.

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
1/14/83	Transportation Eng.	<p>I have the following comments on this project:</p> <ol style="list-style-type: none"> 1) There is only a single access point serving 24 units. 2) I see no provisions for pedestrian facilities i.e. sidewalks. 3) Providing the "minimum" required 2 parking spaces/unit plus only 4 visitor spaces for 24 units would mean that any social function attracting more than 4 vehicles would cause parking on a narrow street with no police enforcement of parking restrictions, since it is a "private" street. 4) B 3/4 Road is a dusty, gravel street and should be improved so that this added traffic will not cause more problems in the area. 5) Villa Park Ct. should be aligned with Pinyon St. or offset by at least 125'.
1/14/83	Comp Planning	<p>This project is consistent with Residential Land Use Goal 3-7. It meets 3-7-2-Objective A. which encourages residential development in areas that will provide a broad range of housing alternatives and produce a good quality living environment for residents. It meets Policy C which encourages housing in the urban core. Projects of this type provide an example of infill development that can be a positive addition to the community if designed and maintained properly.</p> <p>This project would generate 122 car trips per day on the average and has the potential to generate 226 trips per day maximum according to ITE standards.</p>
1/14/83	Public Service	<p>Gas and Electric: Appears to be okay, but additional easements may be required when meter locations are determined. Electric Department would like to request that the developer consider one point of service for each cluster of townhouses.</p>
1/14/83	City Utilities	<p>Villa Park Court should be a public street built to City standards. Sidewalks adjacent to the curves of the street may not be necessary if the pedestrian paths are paved. Gravel walkways may pose maintenance problems. I do not understand the drainage plan. What will happen to the water after it reaches the retention area? Will it be a pond or will it drain off site?</p>
1/17/83	O.M. Irrigation	<p>There are 3.20 water right acres for the subject land. Orchard Mesa Irrigation District requires a closed pipe irrigation system to be maintained by a homeowners association in new developments. Since the contractor has outlined this in his impact statement we have no exceptions.</p>
1/14/83	Planning Staff	<p>Changing the density (rezoning from RSF-8 to Planned residential) from 8 design units per acre to 9.5 design units per acre is deeping within the intended character of the residential neighborhood. A town-home project is an appropriate residential development for this location in the city. However, the following issues need to be addressed.</p> <p>Impact Statement</p> <ol style="list-style-type: none"> 1. The rezone request is for 10 dua (or 25 units on 2.5 acres.), but the proposed project density is 9.5 dua (or 24 units on 2.5 acres). Can you put the added 1 unit on the site (for a total of 25) for will 24 units be the maximum number of units built? If 24 will be the total, the total, the rezone request should be PR 9.5.

- Planning Staff Cont.
2. Are parcel #1 and #4 planned for similar development but during a later phase? If so, they should be included in the preliminary plan.
 3. The additional 5 feet of ROW for the South side of B 3/4 Road should be extended over parcels 1 and 4.
 4. The impact statement says this project attempts to provide housing for low and moderate income households, and the elderly. How does it do so?
What are the prices?
Is there any financial assistance available?
Is it barrier free design with wide doorways, grab bars, ramps, etc.?
The City is in the process of updating the goals, objectives and policies which support the provision of housing for all income levels, the elderly and handicapped. (Section 3.10-3 Policies, Goals, and Objectives.

Site Review

1. The intersection to the project must be aligned with Pinon Street to provide safe, direct traffic flow entering and leaving the project.
2. An improvements guarantee will be needed prior to the recording of the final plat to improve B 3/4 Road from the intersection with Pinion West to 27 Road. Given that the project intersection is aligned with Pinion, the distance West to 27 Road to be improved is approximately the same as the project frontage on the street. The petitioner will be responsible for the South half of the road improvements and should coordinate the total improvement project with the other property owners on the section of B 3/4 Road. The improvements will meet the local street standards of the City which include curb, gutter and sidewalks.
3. Experience has shown us that prohibiting on street parking, over an entire project is a better idea on paper than it is a workable alternative "on the ground". How do you intend to enforce this policy? How do you plan to accommodate the overflow parking? (Visitors, recreation vehicle occupants who own more than 3 vehicles.
4. Fifteen of the 24 units have driveways shorter than the standard car length. This necessitates backing into the traffic lane with obstructed vision caused by the garage walls. This hazard needs to be resolved. Related to these same 15 units will the potential purchaser be advised before purchase that the only parking designated for his use is in the garage? This will be a problem if the garages are used for storage.
5. Visitors pulling into and backing out of the visitors parking could experience a problem with traffic coming around the curve in the street. This traffic hazard needs to be resolved.
6. The detached walkways need to be paved at least from the street/sidewalk to the children's play area. Children on tricycles or "big wheels" cannot navigate stones, but need to be discouraged from using the street. Additionally, elderly residents are not "sure footed" and wouldn't be able to use a stone path.
7. Outdoor lighting must be directional and low-level so it isn't a nuisance to interior living environments or the adjacent property owners.

Summary mailed 1/19/83

#3-83 Cont.

1-24-83 Ron Rish
 City Engineer

Sidewalk routing should be shown on plan, view and submitted for review insted of the note about "attached in some areas". I want to see where it will be attached. Why is the mat labled "22' mat" but scales 27'? Concept shown looks okay to me but same degree of detail shown on original submittal needs to be submitted.(ie: utilities, etc.) Will adequate off-street parking be provided? POA required for B3/4 Rd. frontage.

2/1/83 GJPC MINUTES OF 1/24/83

MOTION: (COMMISSIONER LITLE) "ON ITEM #3-83, CONSIDERATION OF REZONE FROM RSF-8 TO PR-10, I MOVE WE FORWARD THIS TO CITY COUNCIL WITH THE RECOMMENDATION OF APPROVAL, CONTINGENT ON THE RESOLUTION OF THE 27 ROAD STREET IMPROVEMENTS, UTILITIES COMPOSITE BEING SUBMITTED PRIOR TO CITY COUNCIL, AND THE RESOLVING OF ALL OTHER STAFF/REVIEW AGENCY COMMENTS."

COMMISSIONER RINKER SECONDED THE MOTION.

CHAIRMAN TRANSMER REPEATED THE MOTION, CALLED FOR A VOTE, AND THE MOTION CARRIED BY A VOTE OF 4-0.

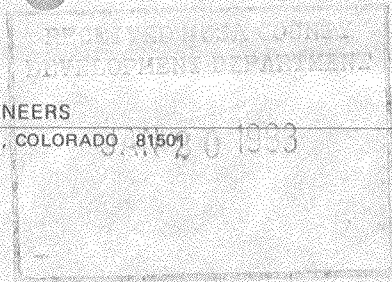
MOTION: (COMMISSIONER LITLE) "ON ITEM #3-83, CONSIDERATION OF PRELIMINARY PLAN, VILLA PARK TOWNHOMES, I MOVE WE FORWARD THIS TO CITY COUNCIL WITH THE RECOMMENDATION OF APPROVAL SUBJECT TO STAFF AND REVIEW AGENCY COMMENTS."

COMMISSIONER QUIMBY SECONDED THE MOTION.

CHAIRMAN TRANSMER REPEATED THE MOTION, CALLED FOR A VOTE, AND THE MOTION PASSED BY A VOTE OF 4-0.

**COLORADO
WEST
ENGINEERING**

CONSULTING CIVIL ENGINEERS
835 COLORADO AVE., GRAND JUNCTION, COLORADO 81501
303/245-5112



January 20, 1983

City Planning
559 White Avenue
Grand Jct., CO 81501

RE: RESPONSE TO REVIEW COMMENTS FOR VILLA PARK
TOWNHOMES

Dear City staff,

CITY FIRE

The existing water line located in B 3/4 Road is an 8" line, as verified by City Utilities on 1/20/83. This 8" line will be looped into Sherman Drive as requested. On-street parking shall not be allowed on Villa Park Court. Hydrant spacing shall meet the 300' requirement.

STATE HEALTH

O.K.

CITY PARKS

Landscaping O.K. Appraisal will be submitted at Final stage.

MOUNTAIN BELL

Easements will be shown on Final Plan & Plat.

CITY ENGINEER

Proposed private street has been changed to 44' (R.O.W.) Court Section. Adequate off-street parking has also been provided.

Storm drainage shall be run to proposed improvements on B 3/4 Road and then to 27 Road or Pinion Street (to be determined prior to final plan and plat). The elevation shouldn't need to be as high with the new proposed street layout.

An Improvements Agreement and financial guarantee for improvements to B 3/4 Road shall be submitted with the Final Plan & Plat.

Detailed construction plans for sewer, water and street shall be submitted for approval prior to construction.

TRANSPORTATION
ENGINEER

The improved, single access onto a 44' street section should be adequate for this density. One access point at this location is the only possibility.

The proposed private street has been changed to the 44' Court Section. 4' sidewalks shall be provided, as well as additional visitor parking spaces.

At the suggestion of the Planning staff, the developer is proposing to improve B 3/4 Road from 27 Road East to Villa Park Court. The remaining frontage shall be left for improvement by future developers of remaining parcels to the East.

Villa Park Court is now aligned with Pinion Street.

COMP PLANNING

This project is consistent with Residential Land Use Goals & Objectives.

PUBLIC SERVICE

O.K.

CITY UTILITIES

All concerns have been resolved with the revised plan.

O.M. IRRIGATION

O.K.

PLANNING STAFF

Proposed density is in keeping with intended character of the neighborhood. A townhome project is an appropriate residential development for this location.
Impact Statement:

1) The maximum number of units to be built is 24. The rezone request may be changed to PR-9.6 if staff recommends.

2) Parcels #1 & #4 are not planned for similar development. As indicated on the plan, the two existing houses shall remain.

3) Additional 5' right-of-way shall be extended over Parcels #1 & #4.

4) Financing may be FHA/VA; price range may be in the low or mid 50's. The homes are not specially designed to meet handicapped needs.

Site Review:

1) Revised plan has aligned intersections of Pinion and Villa Park Court.

2) Full street improvements to B 3/4 Road shall be worked out between adjacent owners, developer and staff, as required.

3) Additional visitor parking spaces have been added to the design, as well as increased driveway lengths. Covenants shall prohibit the use of garages/carports for storage only.

4, 5 & 6) These problems shall be resolved by revised plan.

7) O.K.

We believe most of the review comments have been resolved with the revised street layout.

We sincerely appreciate the time, suggestions and positive input we received from Karl, Bob and Maryann while working together on the revision of this plan.

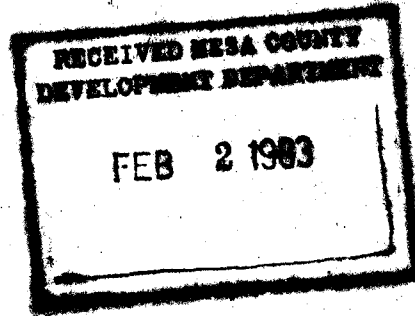
Thank you,
COLORADO WEST ENGINEERING

by Tamra Ollinger
Tamra Ollinger
Project Coordinator

Bob

January 28, 1983

City Council of Grand Junction
250 N. 5th
Grand Junction, Co 81501



Ref: Re-Zone file #3-83
B3/4 Rd. & Pinon St.

Council Members:

I write this letter only because I feel that these things must be made a part of the public record on this project. If the planning commission motion had been better, this would not have been necessary; however, they closed the public hearing and then made and passed a motion that did not address even the items the developer had agreed to in public.

Following is a list of items I discussed with all at the public meeting:

1. The street will be a public street - developer agreed
2. The developer must work on B 3/4 street width at 27 Rd. to the satisfaction of residents & city. The developer and engineer agreed to do this.
3. Paving of B 3/4 would end at the east side of present Pinon St., not at the east side of the proposed new street. Developer & Engineer agreed.
4. New street would be a "no-parking" street. Developer and engineer agreed to this.
5. That the units on the east side could be set back to allow 2 more parking spaces at the island area, making a total of 12. Developer & Engineer agreed it could be done. There is some doubt in my mind that they will do it unless it is made a part of the re-zoning and development plan.
6. Discussed that no parking was provided for recreation type vehicles. Developer said they did not need this, and if someone needed it, they would just buy somewhere else. I disagree; they will just park in the spaces for cars and create a disorderly congestion of this kind of vehicle.
7. No trash areas are provided; I guess it will be individual pickup(?) This means a minimum of 24-48 cans out at once. The dogs will have a field day!
8. Developer agreed that the legal split of land would be so that no residence or group of residences could be divorced from the common systems for irrigation water, parking, or other common elements.

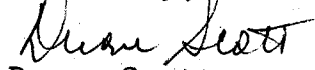
9. No hint of how the mail would be handled was available. Said they would do what the Post Office asked. Your staff, or the developer should find out what this is, and make it part of the file.
10. That the proposed size of units, with 2-car garages, and general appearance of structures will stay like the plan presented in the file.

I can see the possibility of other questions, as the developer had placed a new plot-plan in the file within 1 or 2 days of the hearing, and most concerned parties had not seen it. It would have been much better if the planning commission had taken this off the agenda and allowed the local area people their timely rights to see it as proposed.

I did not take a stand one way or the other at the Planning Commission meeting on this. I thought the commission would take action requiring the developer to do what was verbally agreed to, but they did not.

If the items I have addressed in this letter are not required as a part of this development, and the fulfillment of all requirements in the public file, I would like the City Council to deny this re-zone and plan. If the items addressed in this letter and public file are strictly required and enforced, I have no objection to this plan.

Sincerely,


Duane Scott

cc: Planning Staff
Bob Holmes
Frank Dunn