

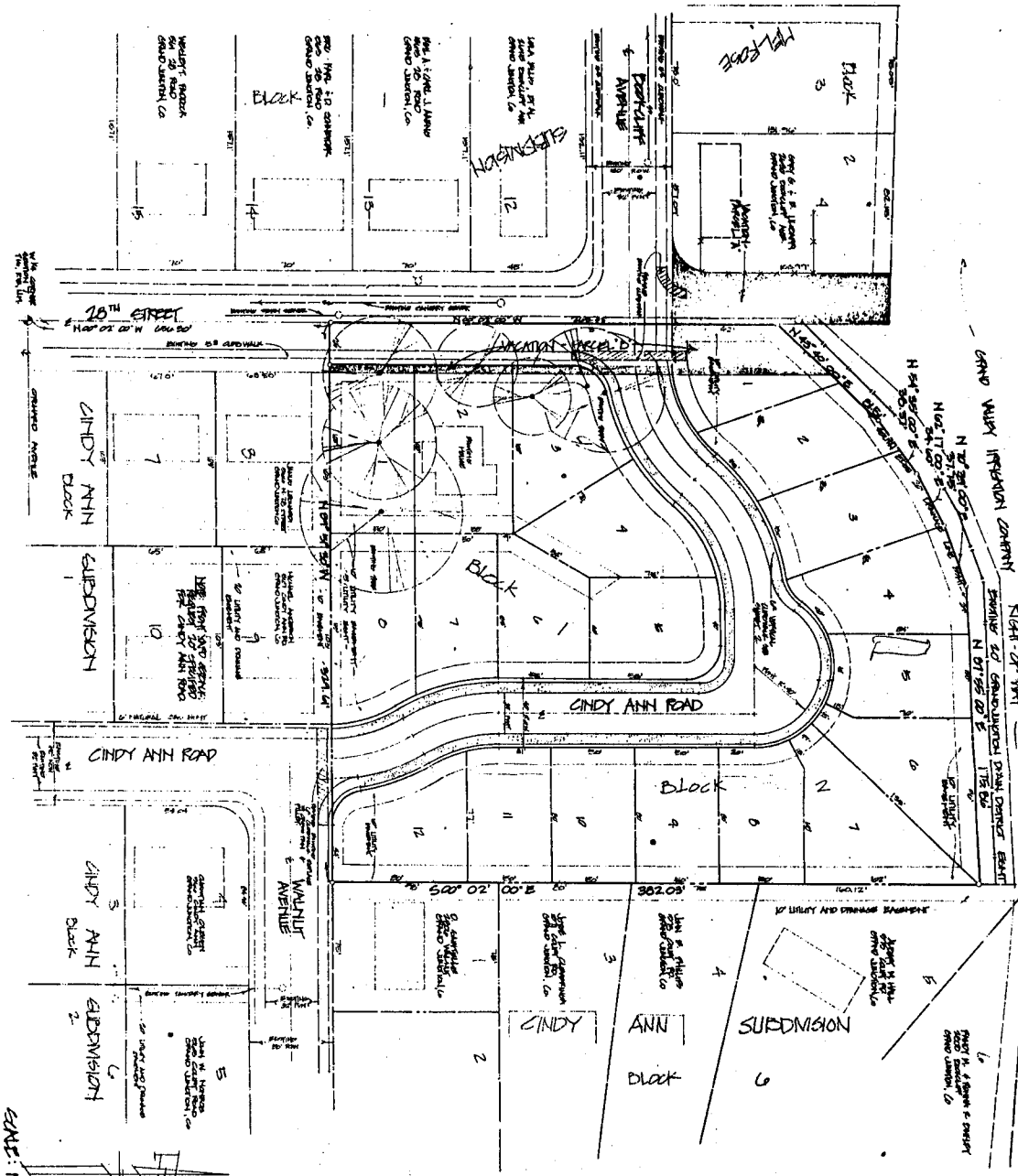
Table of Contents

File 1983-0009
Date 9/16/02

Project Name: Valley Ventures – Preliminary Plat - NE corner 28 Road & Walnut Avenue

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	X	*Summary Sheet – Table of Contents			
X	X	Review Sheet Summary			
X		Application form			
X		Review Sheets			
		Receipts for fees paid for anything			
		*Submittal checklist			
		*General project report			
		Reduced copy of final plans or drawings			
		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			
X	X	*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	Development Application – 3/22/83	
X	X	Improvements Agreement - **	X	Subdivision Summary Form – 3/30/83	
X	X	Planning Commission Minutes - ** - 2/22/83, 4/26/83	X	X	Improvements Agreement - **
		Letter from Larry Mattison to Karl Metzner re:	X		Guarantee of Public Improvements – 3/30/83
X	X	Letter from Dennis Simon to City re: to verify loan secured – 6/15/83	X		Request for Treasurer's Certificate of Taxes Due
		Letter from Keith Koler to Dev. Dept re: gravity flow system in place-8/21/89	X		Gamma Radiation Survey – 2/1/83
X	X	Release of Improvements Agreement - **	X		Articles of Incorporation
X	X	Letter from Don Newton to Paragon Eng. re: comments on sewer plans-6/29/83			Action Sheet
X	X	Letter from Ron Rish to Katy McIntyre re: construction plans for street improvements – 5/25/83	X	X	Plat Plan
		Declaration of Covenants, Condition and Restrictions	X		Insurance Commitment
X		Record of Final Plat Recording	X	X	Letter from Larry Mattison to Karl Metzner re: irrigation system-8/16/89
X		Certification of Subdivision Plat – 6/9/83	X	x	Letter from Kenneth Reedy, City Eng. to Pete Sigmund, United Companies re: areas of concern to be looked at regarding curb and gutter – 6/6/84

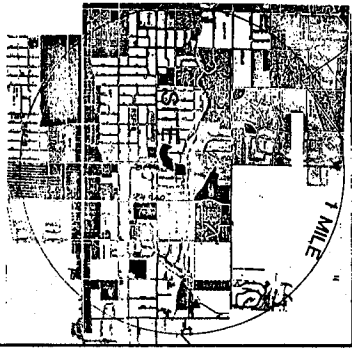
PRELIMINARY PLAT/PLAN FOR:
NORTH STAR SUBDIVISION
 OWNER & DEVELOPER: VALLEY VENTURES, JOINT VENTURE,
 1401 N. 1ST STREET
 GRAND JUNCTION, CO 81501
 (903) 241-2536



- GENERAL NOTES**
- This property is located in the SW 1/4 of Section 7, Township 1 South, Range 1 East of the West 10th, City of Grand Junction, Mesa County, Colorado. It shall be developed in accordance with the provisions of the zoning ordinance specified herein from Cindy Ann Road of 20 feet.
 - The developer is requesting the vacation of portions of the Grand Valley Irrigation Channel and the Grand Valley Irrigation Channel easement. The developer shall, at the time of the platting of this subdivision, file with the City of Grand Junction a plat showing the proposed vacation of the Grand Valley Irrigation Channel and the Grand Valley Irrigation Channel easement. The plat shall go to the owner of the Grand Valley Irrigation Channel and the Grand Valley Irrigation Channel easement.
 - There is no private common open space proposed.

LAND USE SCHEDULE

AREA IN LOTS	AREA IN ACRES	PERCENT
210 AC	0.85 AC	79.7%
210 AC	0.85 AC	80.0%
210 AC	0.85 AC	100%
TOTAL # OF LOTS	20	

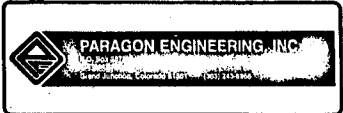


LOCATION MAP

OFFICE COPY
 9-83

2 SHEETS

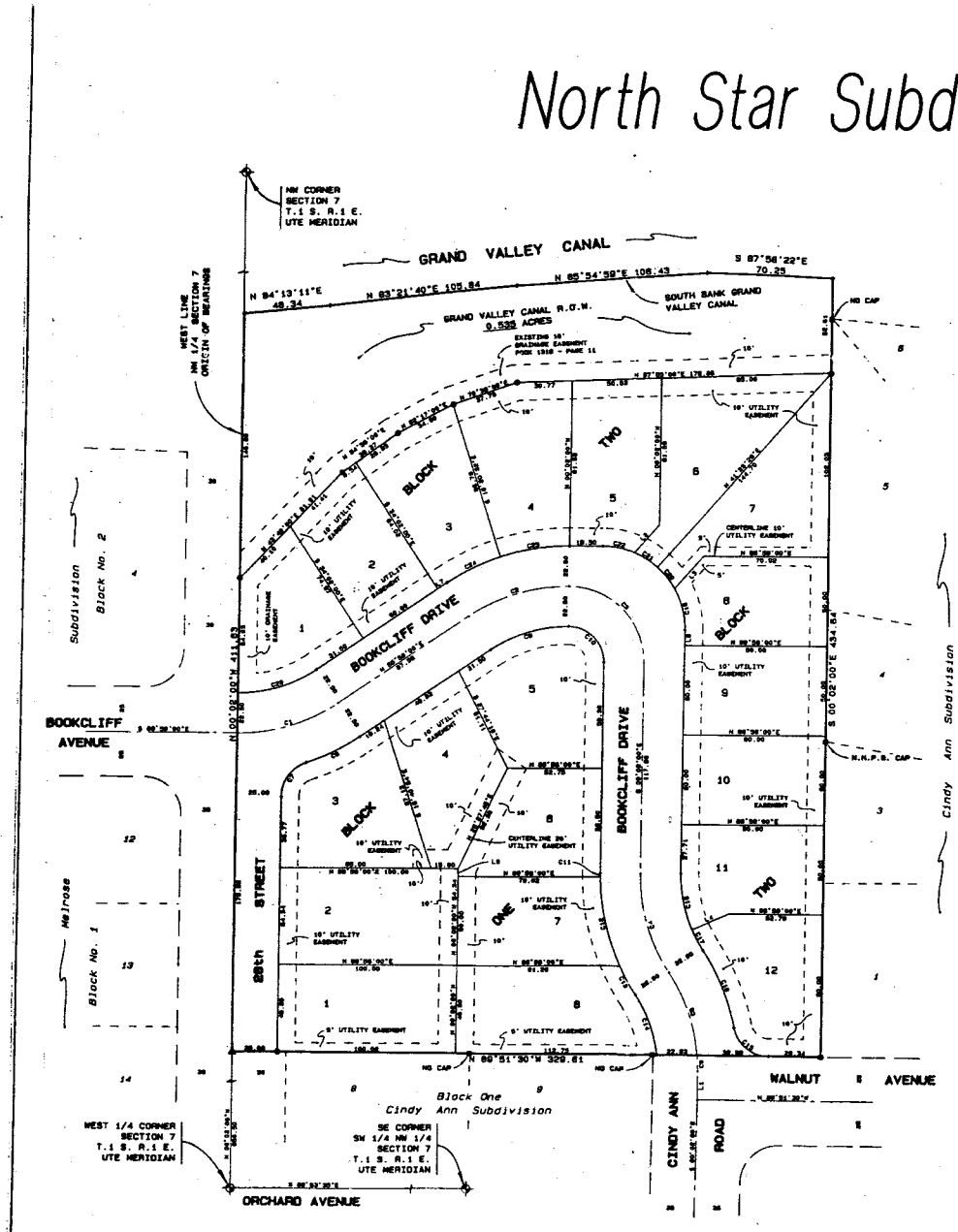
NORTH STAR SUBDIVISION
 CITY OF GRAND JUNCTION, COLORADO.
 PRELIMINARY PLAT/PLAN



DATE	BY
FEB. 1, 1983	
1:30'-0"	
SCALE	
REVISION	
NO.	

DD

North Star Subdivision

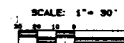


AREA QUANTITIES

PUBLIC R.O.W.	0.819 ACRES	OR 19.13 %
LOTS	2.082 ACRES	OR 84.34 %
CANAL R.O.W.	0.535 ACRES	OR 16.53 %
TOTAL	3.236 ACRES	OR 100.00 %

LEGEND

- ◆ MESA COUNTY BRASS CAP
- ⚡ SET PK MAIL
- ⚡ FOUND #5 REBAR
- ⚡ #5 REBAR AND MONUMENT CAP SET IN CONCRETE



LINE TABLE

LINE	BEARING	DISTANCE
1	N 87°58'22"E	70.25
2	N 84°13'11"E	48.34
3	N 63°21'40"E	105.84
4	N 63°54'58"E	108.43
5	S 87°58'22"E	70.25
6	N 87°58'22"E	70.25
7	N 87°58'22"E	70.25
8	N 87°58'22"E	70.25
9	N 87°58'22"E	70.25
10	N 87°58'22"E	70.25
11	N 87°58'22"E	70.25
12	N 87°58'22"E	70.25

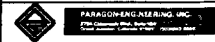
CURVE TABLE

CURVE	DELTA	ARC	CHORD	CHORD BEH	CHORD ENH
1	34°00'00"	100.00	64.28	26.07	26.07
2	34°00'00"	100.00	64.28	26.07	26.07
3	34°00'00"	100.00	64.28	26.07	26.07
4	34°00'00"	100.00	64.28	26.07	26.07
5	34°00'00"	100.00	64.28	26.07	26.07
6	34°00'00"	100.00	64.28	26.07	26.07
7	34°00'00"	100.00	64.28	26.07	26.07
8	34°00'00"	100.00	64.28	26.07	26.07
9	34°00'00"	100.00	64.28	26.07	26.07
10	34°00'00"	100.00	64.28	26.07	26.07
11	34°00'00"	100.00	64.28	26.07	26.07
12	34°00'00"	100.00	64.28	26.07	26.07
13	34°00'00"	100.00	64.28	26.07	26.07
14	34°00'00"	100.00	64.28	26.07	26.07
15	34°00'00"	100.00	64.28	26.07	26.07
16	34°00'00"	100.00	64.28	26.07	26.07
17	34°00'00"	100.00	64.28	26.07	26.07
18	34°00'00"	100.00	64.28	26.07	26.07
19	34°00'00"	100.00	64.28	26.07	26.07
20	34°00'00"	100.00	64.28	26.07	26.07
21	34°00'00"	100.00	64.28	26.07	26.07
22	34°00'00"	100.00	64.28	26.07	26.07
23	34°00'00"	100.00	64.28	26.07	26.07
24	34°00'00"	100.00	64.28	26.07	26.07
25	34°00'00"	100.00	64.28	26.07	26.07
26	34°00'00"	100.00	64.28	26.07	26.07
27	34°00'00"	100.00	64.28	26.07	26.07
28	34°00'00"	100.00	64.28	26.07	26.07
29	34°00'00"	100.00	64.28	26.07	26.07
30	34°00'00"	100.00	64.28	26.07	26.07

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#9-83

SHEET 2 OF 2

North Star Subdivision



NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within six years after you first discover such defect. In no event may any action exceed upon a defect in this survey be commenced more than ten years from the date of certification shown hereon.

9-83

2943-072-08-009
John E. & Charlotte Phillips
573 Court Rd.
Grand Junction, CO 81501

9-83

2943-072-08-003
Joyce L. & Norman Cleveringa
571 Court Rd.
Grand Junction, CO 81501

9-83

2943-072-08-002
William R. & Karen S. Aiello
2808 Walnut Ave.
Grand Junction, CO 81501

9-83

2943-072-08-001
Douglas C. & Charlene Sawtelle
2806 Walnut
Grand Junction, CO 81501

9-83

2943-072-00-037/038
Gem Builders Inc.
P.O. Box 2185
Grand Junction, CO 81501

9-83

2943-072-01-023
2943-072-01-012/013
Edith Mantey Kemper
1102 Jackson
Pueblo, CO 81004

9-83

2943-072-01-022
Lucille J. Crumbaker
2665 Paradise Dr.
Grand Junction, CO 81501

9-83

2945-121-10-005
Bill R. & Elizabeth A. Shoultz
2120 N. 26th St.
Grand Junction, CO 81501

9-83

2945-121-10-007
May E. Brown
2110 N. 26th St.
Grand Junction, CO 81501

9-83

2945-121-10-009
Bob L. & Barbara Sundermeier
2060 N. 26th St.
Grand Junction, CO 81501

9-83

2945-121-10-011
Jack D & Carol J Nolde
2050 N. 26th
Grand Junction, CO 81501

9-83

2945-121-10-022
Shirley R. Brewer
2601 Bookcliff Ave.
Grand Junction, CO 81501

9-83

2945-121-10-024
Richard W. & P.L. Safford
2124 N. 26th St.
Grand Junction, CO 81501

9-83

2945-121-10-025
John W. & Lois L. Burnell
2661 Paradise Way
Grand Junction, CO 81501

9-83

2945-121-10-026
Gary W. & Becky Gentry
2613 Bookcliff Ave.
Grand Junction, CO 81501

9-83

2945-121-10-027
Lela Ellis, et al
2615 Bookcliff Ave.
Grand Junction, CO 81501

9-83

2945-121-10-028
Egil A. & Carol J. Aaeng
565 28 Road
Grand Junction, CO 81501

9-83

2945-121-10-029
Eric Karl & Debora Schneider
563 28 Road
Grand Junction, CO 81501

9-83

2945-121-10-030
Wesley T. & L. Arletta Paddock
561 28 Road
Grand Junction, CO 81501

9-83

2945-121-10-031
Gerald E. Browne
559 28 Road
Grand Junction, CO 81501

9-83

2945-121-10-032
Frank Z & Germana Sabolich
2222 North Ave.
Grand Junction, CO 81501

9-83

2945-121-10-033
Jay Scott & Alice M. Calkins
555 28 Road
Grand Junction, CO 81501

9-83

2945-121-09-004
Lester C. Crawford
2600 Bookcliff
Grand Junction, CO 81501

9-83

2945-121-09-005
Vincent & Enes Navarrette
2610 Bookcliff Ave.
Grand Junction, CO 81501

9-83

2945-121-09-006
Leiford A. & Sharon Darien
2620 Bookcliff
Grand Junction, CO 81501

9-83

2945-121-09-007
Gary G. & Ellen Ulibarri
2630 Bookcliff
Grand Junction, CO 81501

9-83

2945-121-00-007
Lowell D. & Sandra Gordon
124 Mantey Heights
Grand Junction, CO 81501

9-83
2945-121-00-010
Leon B. & F.M. Parkerson
2910 Orchard Ave.
Grand Junction, CO 81501

9-83
2945-121-08-001
Edith Mantey Kemper
1102 Jackson Ave.
Pueblo, CO 81004

* Valley Ventures
Attn: Larry Mattison
125 Ouray
Grand Junction, CO 81501
9-83

* Paragon Engineers, Inc.
2784 Crossroads Blvd.
Grand Junction, CO 81501
9-83

9-83
2945-121-08-004
Jordan Towner Hastings
Karen Page
122 Mantey Heights Dr.
Grand Junction, CO 81501

9-83
2945-121-08-008
Leroy Blackshear
122½ Mantey Heights Dr.
Grand Junction, CO 81501

9-83
2945-121-08-009
Lowell D. & Sandra Gordon
124 Mantey Heights
Grand Junction, CO 81501

ARTICLES OF INCORPORATION

OF

ASSOCIATION

In compliance with the requirements of _____ (reference to statute under which incorporation is sought), the undersigned, all of whom are residents of _____ and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is _____, hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at _____

ARTICLE III

_____, whose address is _____, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of _____ and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell 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 has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of _____ by law may now or hereafter have or exercise.

Handwritten signature: P. J. McIntosh

ARTICLE V
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI
VOTING RIGHTS

The Association shall have two classes of voting membership:

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

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on _____, 19__.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME

ADDRESS

<u>NAME</u>	<u>ADDRESS</u>

At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

ARTICLE VIII
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX
DURATION

The corporation shall exist perpetually.

ARTICLE X
AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

ARTICLE XI

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, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of _____, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this _____ day of _____, 19____.

(Add appropriate acknowledgment)

DECLARATION

OF COVENANTS, CONDITION AND RESTRICTIONS

THIS DECLARATION made on the date hereinafter set forth by Valley Ventures Developers hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, the declarant is the owner of certain property in North Star Subdivision, County of Mesa, State of Colorado, which is more particularly described as:

Lots 1 through 20 North Star Subdivision as recorded in the plat book County of Mesa, State of Colorado.

NOW THEREFORE, the Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
RESIDENTIAL AREA COVENANTS

Part A-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

Part A-2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Article II.

Part A-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$42,000.00 including lot cost based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be reproduced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 700 square feet for a one-story dwelling, nor less than 450 square feet for a dwelling of more than one story.

Part A-4. BUILDING LOCATION.

a. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than forty-five feet from the centerline of the street, except said building may be located within forty feet from the centerline of the street if a variance is obtained from the City of Grand Junction.

b. No building shall be located nearer than five feet to an interior lot line, except that a garage or accessory structure may be located within three feet of an interior lot line.

c. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach another lot.

Part A-5. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Part A-6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

Part A-7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Part A-8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Part A-9. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon on any lot. No derricks or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Part A-10. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

Part A-11. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Part A-12. WATER SUPPLY. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Mesa County Health Department. Approval of such system as installed shall be obtained from such authority.

Part A-13. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, recommendation and standards of Mesa County Health Department. Approval of such system as installed shall be obtained from such authority.

Part A-14. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 24 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet of the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

Part A-1. MEMBERSHIP. The architectural Control Committee is composed of Larry D. Mattison, 376 Soapweed, Grand Junction, Colorado, Craig W. Songer, 2197 McKinley, Grand Junction, Colorado, and Suzanne D. Dosh, 376 Soapweed, Grand Junction, Colorado. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a 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.

Part A-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE III
GENERAL PROVISIONS

BOOK 1438 PAGE 549

Part A-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 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.

Part A-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Part A-3. SEVERABILITY. Invalidations of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused their names to be hereunto subscribed this 24th day of May, 1983.

North Star Builders

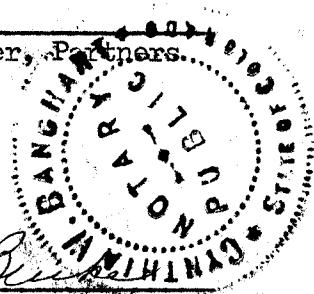
By Larry D. Mattison
Larry D. Mattison
By Craig W. Songer
Craig W. Songer

STATE OF COLORADO
COUNTY OF MESA

The foregoing instrument was acknowledged before me this 24th day of May, 1983 by Larry D. Mattison and Craig W. Songer, Partners of Valley Ventures.

Witness my hand and official seal.

My commission expires: 8/13/85



Cynthia B. [Name]
Notary Public

2676 Paradise Dr.
S.G. CO 81501

REVIEW SHEET SUMMARY

FILE NO. 9-83 TITLE HEADING Northstar Subdivision DUE DATE 2/11/83

ACTIVITY - PETITIONER - LOCATION - PHASE - ACRES Petitioner: Valley Ventures/Richard Schubert/
Gary Ulibarri/Larry Mattison. A request for a preliminary plat of 20 units on 2.7 acres in
a residential single family zone at 8 units per acre. Consideration of preliminary plat.

PETITIONER ADDRESS 1401 N. 1st St.

ENGINEER Paragon

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
2/2/83	City Utilities	Construction plans for the water and sewer systems must be submitted to and approved by the City Engineer prior to construction. It is not clear what happens to the new water main at Bookcliff Ave. It should connect to the existing system to form a loop system with the development. The street design does not conform to City standards. It doesn't even come close. I don't understand why it was designed that way.
2/8/83	G.V. Irrigation	The elevation of the land shown in this plat is lower than the Grand Valley Canal, which borders this property. This is of great concern to the Grand Valley Irrigation Company. This plat does not show how the sloping will be handled in relation to the Canal Bank. If it is not handled properly, and if too much fill is removed, water seepage from the canal may result and become a problem even if a drain tile is installed.
2/9/83	City Fire	Fire Dept. will recommend 26' paved street. Will accept hydrant placements and water main as shown.
2/10/83	Public Service	Gas and Electric: No objection to preliminary plat and plan. Request developer contact PSCo concerning loads and points of service as project develops.
2/14/83	Mountain Bell	Please provide utility easement between lots 7 & 8 as shown on preliminary plat.
2/14/83	City Eng.	Although the proposed street section does not conform to adopted City Standards, I feel it is a reasonable proposal to provide a missing link in this neighborhood's street system. The attached sidewalks proposed in this "infill" project will match the rest of the developed neighborhood and will provide larger front yards for the proposed lots. The pavement width is predicated on no on-street parking. I will leave to others the adequacy of the parking proposal. I take no exception to the proposed looped water system or the proposed sanitary sewer layout. The 60' right of way shown for the street is confusing and unjustified. The right of way should extend to at least 6 inches outside of sidewalks plus whatever easements are required by the utility companies.
2/14/83	City Parks	Will need appraisal for open space fee as well as any future landscape plans.
2/14/83	Trans. Eng.	The connecting street between Cindy Ann and Bookcliff is a good idea. The 24' pavement width however, is not a good idea. With this width, on-street parking would have to be prohibited. This restriction would be impossible to enforce and people will park on the street, just as they do everywhere else in town. I feel that the pavement width should be the standard for any other local residential street, 34'.

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
2/14/83	Planning Staff	<ol style="list-style-type: none">1) All lots will have to meet the minimum standards and general requirements for RSF-8 zoning.2) The ROW requirements and design will need the City Engineers approval.3) There is no provision for overflow parking - has it been considered? With no on-street parking, may be a problem. Without the opportunity of on-street parking, any visitors etc. will be blocking the ROW. This is an on-going concern in relation to minimum parking requirements vs. practical aspects of reality. With the standards of 34', on street parking is an option.4) Will the existing trees be retained?5) At final, it would be helpful to see the actual site plans (i.e. sharing curb cuts, access points shown.6) Any water rights for this project for irrigation?7) Improvements Agreement needs a development schedule.

NOTE: The ROW vacation will need approval prior to approval for the subdivision.

MOTION: (COMMISSIONER O'DWYER) "MR. CHAIRMAN, IN CONSIDERATION OF #9-83, NORTHSTAR SUBDIVISION, PRELIMINARY PLAT, I MOVE WE FORWARD THIS TO CITY COUNCIL WITH THE RECOMMENDATION OF APPROVAL WITH THE FOLLOWING CONTINGENCIES:

1. THE USE OF IRRIGATION WATER VS. TREATED WATER BE REVIEWED WITH THE NEIGHBORHOOD (TO FIGURE OUT A WAY TO PROVIDE A PRESSURIZED SYSTEM SO THAT EACH LOT WILL HAVE IRRIGATION WATER AVAILABLE TO THEM);
2. THE DEVELOPERS AND THE NEIGHBORHOOD TAKE A SECOND LOOK AT THE STREET AND PARKING SITUATION;
3. THAT A RECOMMENDATION ON THESE ISSUES BE RECEIVED BEFORE FORWARDING TO CITY COUNCIL; AND,
4. THAT ALL CITY REVIEW AGENCY COMMENTS BE RESOLVED."

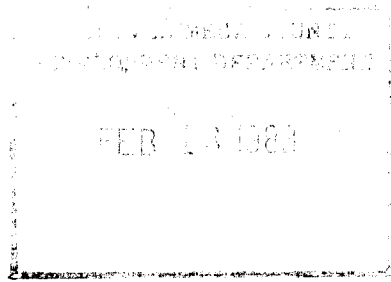
COMMISSIONER DUNIVENT SECONDED THE MOTION.

DISCUSSION OF THE MOTION FOLLOWED.

COMMISSIONER DUNIVENT AMENDED HIS SECOND TO THE MOTION BY ADDING "THAT THE STREET NEEDS TO BE WIDENED."

CHAIRMAN TRANSMEIER THEN REPEATED THE MOTION, INCLUDED COMMISSIONER DUNIVENT'S AMENDMENT TO THE SECOND, AND CALLED FOR A VOTE, THE MOTION CARRIED 6-0.

RESPONSE TO REVIEW COMMENTS



North Star Subdivision
Preliminary Plat
File 9-83

Agency

Response

City Utilities:

All construction plans shall be submitted to the City Engineer prior to construction. The proposed water main shall connect into the existing main in Bookcliff Avenue. The street width criteria were given by the City Engineer.

Grand Valley Irrigation:

The existing drain tile line is 10 feet North of the North property line. No grading will occur off the site, i.e., into the bank above the tile line.

City Fire:

The 24-foot mat shown was per the City Engineer for two-way, no parking traffic flow. States water mains and hydrants are o.k.

Public Service Company:

No objection.

Mountain Bell:

The easement can be shown on the Final Plat, as requested.

City Engineering:

Stated the street system as presented is reasonable for this in-fill development, and water and sewer systems look o.k. The road right-of-way is intended to be 40-foot with 10-foot utility easements on both sides.

City Parks:

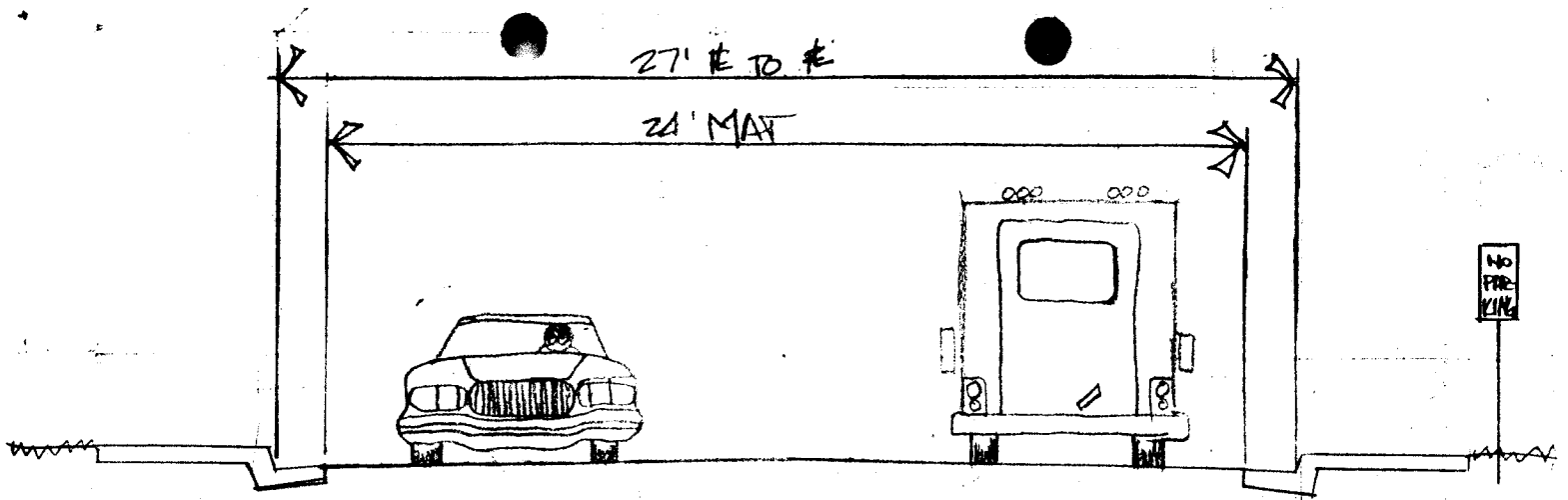
An appraisal has been submitted and the Open Space fee ^{will be} paid. Landscaping will be by the individual low owner or builder.

Transportation Engineer:

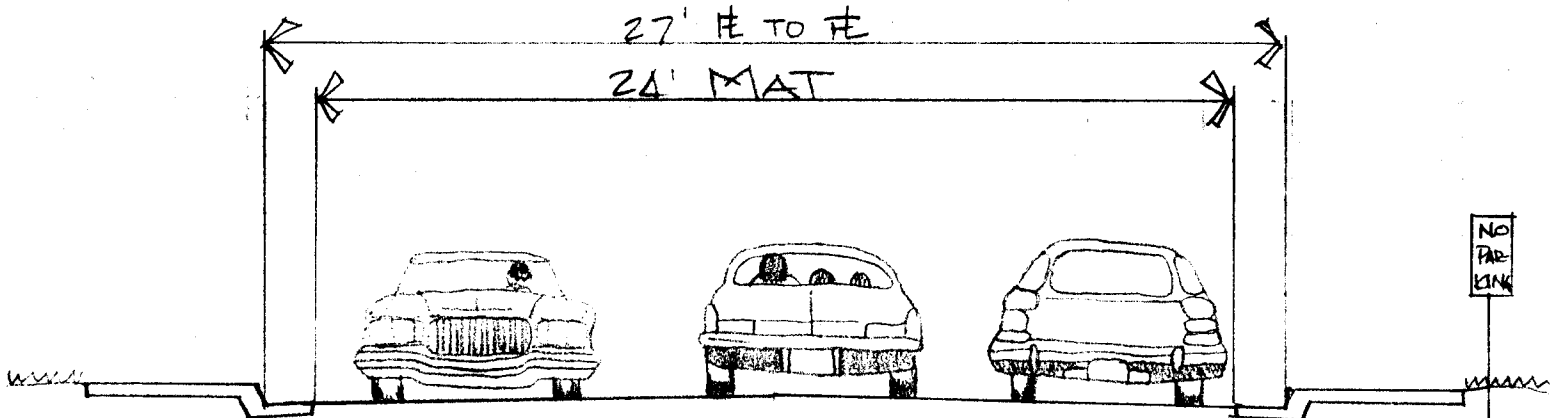
The 24-foot pavement is not intended for on-street parking. Four spaces (minimum) shall be provided off-street, enough for any normal usage. Even if someone were to be parking along the road, there would still be 18 feet of asphalt to pass in.

Staff:

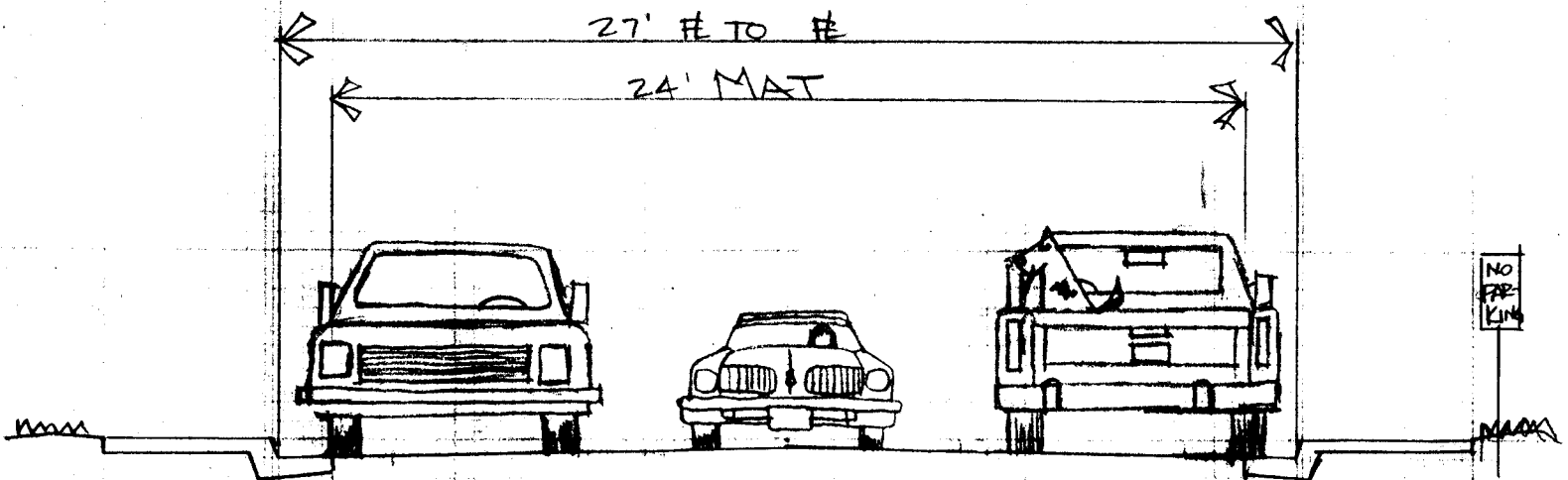
1. The bulk development criteria of the RSF-8 zone shall be met. The developer requests the front yard setback (minimum) be specified as 20 feet to right-of-way.
2. The City Engineer has given his approval to the street system as proposed (see above).
3. There shall be over the minimum number of off-street parking spaces provided to eliminate the need for wide paving. The attached sketch shows the degree of blockage should (illegal) on-street parking occur.
4. Several of the existing trees are not healthy, but every effort shall be made to save those which are sound.
5. This is a conventional subdivision, and while the petitioners shall build on many of the lots, they may also sell raw lots. This would make a "site plan" per se difficult. However, it could be indicated which lot lines will be "zeroed".
6. The petitioners could acquire water shares.
7. A development schedule will be added to the Improvement Agreement.



NORMAL TRAFFIC



MIDSIZE CAR PARKED
TWO MIDSIZE PASSING



2 PICKUPS PARKED
MIDSIZE PASSING

MEASURED:

BIG PICKUP = 75" Mirror to Mirror

MIDSIZE SEDAN = 65" Bumper

LARGE "COMPACT" = 57" Bumper

SCALE: 1" = 5'

NORTH STAR SUBDIVISION

REVIEW SHEET SUMMARY

FILE NO. 9-83 TITLE HEADING Northstar Subdivision DUE DATE 4/14/83

ACTIVITY - PETITIONER - LOCATION - PHASE - ACRES Petitioner: Valley Ventures/Larry

Mattison. Location: Northeast corner of 28 Road and Walnut Avenue. A request for 20 lots on approximately 3.23 acres in a residential single-family zone at 8 units per acre.

Consideration of final plat.

PETITIONER ADDRESS Valley Ventures, L. Mattison, 125 Ouray

ENGINEER Paragon

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
4/6/83	City Utilities	Proposed street improvements should match those in existing Cindy Ann Road.
4/14/83	City Parks	Appraisal okay - this will equal out to a \$6,200 open space fee due.
4/14/83	City Engineer	Attached sidewalk should be monolithic with curb and gutter. The crest vertical curve on Bookcliff Drive is of inadequate length to meet 200 ft. minimum stopping sight distance required by adopted City Street Development Standards. All details submitted will be reviewed for construction upon request after City Council approval of the project. What do soils engineers and/or geologists recommend concerning locating these houses next to Grand Valley Canal embankment? I did not receive soils report.
4/14/83	City Fire	The Fire Department has no objections to this development. The 6 inch water line and 2 hydrants shown on utility drawing submitted will be adequate. Water line and hydrants to be in place before construction. We have concern with the Bookcliff Drive. There is another location named Bookcliff. Would it be possible to continue Bookcliff Avenue for this street?
4/15/83	Planning Staff	<ol style="list-style-type: none"> 1. Has the petitioner resolved the irrigation concerns of the neighborhood? 2. It should be noted that those lots which are small may have problems with any additions in the future. The Board of Adjustment will not grant a hardship for expansion. Those buyers should be made aware of these concerns. 3. Resolve all other review agency comments. 4. Is there any phasing or all at once?
4/14/83	Public Service	Gas & Elec. No objections
4/15/83 LATE	Transportation Engineer	The 32' pavement width is 2' less than that called for on a "local residential street." Will the house on lot 5 be set back far enough to provide adequate sight distance around the very sharp curve? Is this acute angle curve arrangement really necessary? Also, what about sight distance for the vertical curve?
4/18/83 LATE	Mountain Bell	Utility easements as shown on plat are adequate. A developer contract will be required.

REVIEW SHEET SUMMARY

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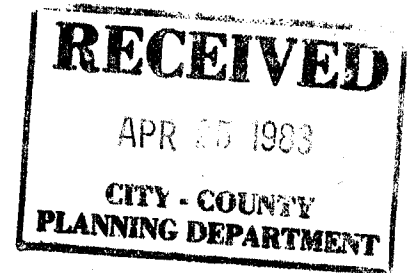
ENGINEER Paragon

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4/14/83	Public Service	Gas & Elec. No objections
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4/18/83 LATE	Mountain Bell	Utility easements as shown on plat are adequate. A developer contract will be required.

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
GJPC MINUTES, 4/26/83		
		MOTION: (COMMISSIONER DUNIVENT) "MR. CHAIRMAN, ON ITEM #9-83, NORTHSTAR SUBDIVISION FINAL PLAT, I MOVE WE FORWARD THIS TO CITY COUNCIL WITH THE RECOMMENDATION OF APPROVAL, SUBJECT TO STAFF AND REVIEW AGENCY COMMENTS AND THAT THE PLAN BE STARTED WITHIN ONE YEAR, AS GOVERNED BY PLANNING REGULATIONS."
		COMMISSIONER QUIMBY SECONDED THE MOTION.
		(DISCUSSION FOLLOWED)
		CHAIRMAN TRANSMEIER THEN REPEATED THE MOTION AND CALLED FOR A VOTE. THE MOTION CARRIED BY A VOTE OF 5-0.

RESPONSE TO REVIEW COMMENTS

File: 9-83
Project: North Star Subdivision
Phase: Final
Date: April 21, 1983



<u>Agency</u>	<u>Response</u>
City Utilities:	The pavement mat width proposed is the same as existing, 32 feet. The curbwalk proposed is vertical faced, however, instead of the "mountable" which is existing.
City Parks:	States appraisal is O.K.
City Engineer:	The curb, gutter and sidewalk will be monolithic. The vertical curve has been lengthened for a 200 foot plus site distance. Construction approval will be obtained before any improvements begin.
	A Soils Report has been forwarded to the Engineer. It says there is no problem with locating houses on Lots 1 through 7, Block Two.
City Fire:	Had no objection to hydrant locations proposed. The road name has been revised to Bookcliff "Avenue".
Planning Staff:	<ol style="list-style-type: none">1. The petitioner wrote letters to adjacent property owners outlining the system, costs and the necessity of buying or leasing water shares. He has received only a limited response, but will leave the participation offer open until he is under construction.2. Lot buyers will be made aware that the setbacks can not be changed.3. All comments received within the review period have been resolved.4. Public improvements will all be installed at once.



File #9-83

City of Grand Junction, Colorado 81501
250 North Fifth St.,

May 25, 1983

Katy F. McIntyre
Paragon Engineering, Inc.
2784 Crossroads Blvd., Suite 104
Grand Junction, CO 81501

Dear Katy:

Re: North Star Subdivision - Streets

As requested, I have reviewed the detailed construction plans for street improvements in the above as submitted May 17, 1983, and have the following comments:

1. The Professional Engineer responsible for the design should stamp and sign the plans.
2. Who will be responsible for the 50 ft. "offsite construction" of curb, gutter and sidewalk on the north side of Bookcliff Avenue?
3. All designs and details shown for Bookcliff Avenue improvements are in accordance with City Planning Commission and City Council approvals. I take no exception to the plans as shown. Consider them approved by this office for construction.

Upon completion of construction, notify this office to arrange for a final inspection of the facilities prior to their being put into service. As is standard policy, City acceptance of any facilities depends on:

- a. Design in accordance with City requirements.
- b. Construction in accordance with the design.
- c. Submission of documented construction test results by the Engineer.
- d. Submission of mylar-type as-built drawings by the Engineer for the public records.
- e. Final inspection of completed improvements and correction of all deficiencies to the satisfaction of the City Engineer.
- f. Day-to-day inspection of construction and control of construction testing is the responsibility of the Developer's designated Engineer. It is assumed by the City that you are that Engineer.

Katy F. McIntyre
May 25, 1983
Page 2

Thanks for your continued cooperation.

Very truly yours,



Ronald P. Rish, P.E.
City Engineer

RPR/hm

cc - Bob Goldin ✓
John Kenney
Jim Patterson
File



City of Grand Junction, Colorado 81501
250 North Fifth St.,

June 29, 1983

Paragon Engineering, Inc.
2784 Crossroads Blvd., Suite 104
Grand Junction, CO 81501

Attention: Jim Preble

Dear Jim:

Re: North Star Sub. Sewer and Water Plans

I have reviewed the construction plans for the sewer and waterline in North Star Subdivision and have the following comments:

1. The two fire hydrants shown on the right side of Bookcliff Ave. are shown on the right-of-way line. These hydrants should not encroach into the concrete sidewalk. (Should have 6" min. from back of walk to face of hydrant.)
2. On sheet 8 under WATER, note 1 should read as follows:
"All construction to be done in accordance with City of Grand Junction Standards and Specifications."
3. Add the following notes to sheet 8 under WATER: 3. All waterlines shall be constructed with 42" minimum cover from top of pipe to finished grade. 4. The Contractor shall contact the City Utility Superintendent (244-1568) prior to any disruption of flow in the existing City waterlines.
4. Where the 4" P.V.C. irrigation pipe crosses Bookcliff Ave., it shall have at least 30" of cover from the top of the pipe to finished grade (see section 101.8 in City Specs.). If this is not possible, the pipe shall be encased across the street or a heavier pipe shall be used (such as blue brute P.V.C. or ductile iron).

When the above comments have been addressed, consider the plans approved for construction and submit a copy of the revised plans to this office.

Please notify us for inspection after construction of the water and sewer lines is complete and before the sewer line is placed in service.

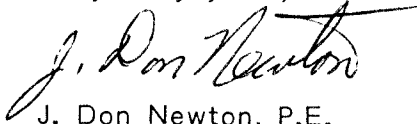
Paragon Engineering, Inc.
June 28, 1983
Page 2.

Prior to acceptance of the sewer and water lines by the City, the following must be submitted to the City Engineer:

1. "AS BUILT" mylar plans for the utilities bearing a professional engineers seal and certification by the Engineer that the sewer lines have been tested for infiltration and that infiltration does not exceed 200 gallons per inch diameter per mile per day.
2. Test results certified by a Professional Engineer showing that a pressure and leakage test was performed and passed on all newly constructed water-lines in accordance with City Specifications.

Thank you for your cooperation on this project.

Very truly yours,



J. Don Newton, P.E.
Acting City Engineer

cc - District Engineer, Colorado Dept. of Health
Ralph Sterry
Jim Patterson
Walt Hoyt
Bob Golden ✓
File



City of Grand Junction, Colorado 81501
250 North Fifth St.,

September 20, 1983

Mr. Wayne Roberts, P.E.
Paragon Engineering, Inc.
2784 Crossroads Blvd.
Suite 104
Grand Junction, CO 81501

Dear Wayne:

RE: North Star Subdivision

Based on your letters dated September 16, 1983, and August 25, 1983, pertaining to pressure and leakage tests and As-Built Plans, I am accepting the waterlines in North Star Subdivision.

This acceptance does not relieve the contractor nor developer from guarantee or warranty periods on defects in workmanship that have not been observed by this office.

We are in receipt of your as-built plans and your certificate of leakage and pressure tests.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Kenneth A. Reedy".

Kenneth A. Reedy, P.E.
City Engineer

KAR/hm



City of Grand Junction, Colorado 81501
250 North Fifth St.,

October 21, 1983

Tim Patty
Paragon Engineering, Inc.
2784 Crossroads Blvd. Suite 104
Grand Junction, CO 81501

Dear Tim:

RE: North Star Subdivision Street Improvements and Sewer Improvements

Based on our final inspection of October 19, 1983, and the receipt of the AS-BUILT plans and Laboratory reports, I find Northstar street improvements in substantial compliance with the plans approved on June 29, 1983. The sanitary sewer system and street improvements on Cindy Ann Road from Walnut Avenue to Bookcliff Avenue at 28th Street is accepted by the City.

This acceptance does not relieve the Contractor from any warranty or guarantee period and does not imply acceptance of any work not observed, relating to quality, quantity or workmanship.

The owner will be responsible for any failure of the improvements and any related damages for a period of one year following this date.

Sincerely yours,

A handwritten signature in black ink that reads "Kenneth A. Reedy". The signature is written in a cursive style with a large, sweeping "K" and "R".

Kenneth A. Reedy
City Engineer

KAR/hm

cc - James Patterson
John Kenney
Craig Songer, Northstar Builders
File ✓



City of Grand Junction, Colorado 81501
250 North Fifth St.,

June 6, 1984

Mr. Pete Sigmund
United Companies
618 Dike Road
Grand Junction, CO 81503

Dear Pete:

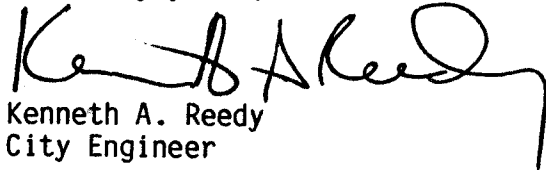
RE: Northstar Subdivision

After our site review at Northstar on May 29 with Cliff Mays, I feel that there are several areas of concern that should be looked at again with time. Since we did not require Mr. Mays to remove any of the curb and gutter that seems to have quality control problems, we will require an extended warranty period of one additional year.

During the next year the City will continue to maintain the street, sidewalk and curb and gutter improvements in general, except that any untimely deterioration of curb, gutter and sidewalk will be brought to your attention for correction if required. This will only apply to areas that were replaced under this correction work program.

Thank you for your prompt attention to the problems that were experienced in Northstar. These situations are unfortunate for all but your timely correction and the professional attitude of all parties reduced the pain for the developer.

Sincerely yours,


Kenneth A. Reedy
City Engineer

KAR/hm

cc - C. Mays Concrete
Craig Songer
Walt Hoyt
John Kenney
File ✓

August 16, 1989

Karl Metzner
City Planning
250 North 5th Street
Grand Junction, CO 81501

Dear Mr. Metzner,

At the time North Star Subdivision was approved by the city there was no requirement to provide irrigation water. The system was installed at my own volition and was only run to the lots on which I built homes. The system is satisfactory in supplying water to the existing home and 8 new homes that were built in North Star.

We are attempting to close on the sale of the lots as soon as possible. Your sign off on the subdivision approval is greatly appreciated.

Sincerely,

Larry Mattison
Larry Mattison

Larry 740-3327

Char 245-5701

ARMSTRONG CONSULTANTS, INC.

861 Rood Avenue

Grand Junction, Colorado 81501

(303) 242-0101

August 21, 1989

Grand Junction Development Dept.
City Hall
Grand Junction, CO 81501

RE: North Star Subdivision Irrigation System

Dear Staff:

On August 18, 1989, personnel from our office inspected the irrigation water delivery system at North Star Subdivision in the City of Grand Junction.

An existing gravity flow system is in place and appeared operational as of August 18, 1989. Further, our investigation revealed a standpipe located along the canal right-of-way and a 4" diameter PVC pipe which serves as a header for several 2" diameter service laterals. Service is provided through a 1/2" diameter PVC riser and hose bib at each of the lots which currently has a dwelling. The vacant lots will require the installation of a riser and hose bib. Our inspection revealed that the existing dwellings are utilizing the system to irrigate their yards and gardens, and that some maintenance should be required for the system. The land owners within North Star should be encouraged to drain the system during the winter months and clean the filter located at the stand pipe on a regular basis.

Bear in mind that the inspection does not evaluate whether or not sufficient water is available at all times for the total development to irrigate all at one time; only that a delivery system is in place to all lots within the development.

Respectfully,

ARMSTRONG CONSULTANTS, INC.

Keith E. Koler, P.E.

KEK/sh
DALY21

CONSULTING ENGINEERS



RELEASE FROM IMPROVEMENTS AGREEMENT/GUARANTEE

Development Name NORTHSTAR SUBDIVISION File # _____

Location _____

THE FOLLOWING SIGNATURES INDICATE ACCEPTANCE OF IMPROVEMENTS REQUIRED FOR THIS DEVELOPMENT. ONLY AN AUTHORIZED REPRESENTATIVE OF THE ENTITIES LISTED BELOW MAY SIGN THIS DOCUMENT.

CITY ENGINEER

J. Don Newton 8-14-89
Signature & Date

J. Don Newton City Engineer
Print Name & Title

WATER (NON-CITY)

Signature & Date

Print Name & Title

CITY UTILITIES MANAGER

Gregory O. Vranich 8/14/89
Signature & Date

Gregory O. Vranich
Print Name & Title

IRRIGATION

Irrigation systems must be signed off by a professional engineer.

I have personally inspected the completed system. It has been properly designed and installed and is fully operational.

FIRE DEPARTMENT

Billy D. Smith 8/14/89
Signature & Date

Billy D. Smith Ems/Hadmat Coord
Print Name & Title

See attached letter.

Signature & Date

Print Name & P.E. Number

DRAINAGE

J. Don Newton
Signature & Date

J. Don Newton, City Engineer
Print Name & Title

P.E. Stamp

Fruitvale Water & Sanitation

Arthur E. Crawford
Arthur E. Crawford, Dist. Mgr.

I hereby certify that the improvements required by the Improvements Agreement recorded in the records of the County Clerk and Recorder of the County of Mesa, Colorado, in Book 1438, at pages 544 and supported by the Improvements Guarantee recorded in Book 1438, at pages 545 have been completed and accepted by the above signatures.

In accordance with the provisions of the Grand Junction Zoning and Development Code, the above referenced agreement and guarantee are hereby released.

Karl H. Wagner
Signature & Date
Director of Planning