

RIDGWAY PLANNING COMMISSION

AGENDA

Tuesday, June 26th, 2018
Regular Meeting; 5:30 pm
Ridgway Community Center
201 North Railroad Street, Ridgway, Colorado

ROLL CALL: Chairperson: Doug Canright, Commissioners: John Clark, Thomas Emilson, Larry Falk, Ellen Hunter, Bill Liske, and Jennifer Nelson

PUBLIC HEARINGS:

1. **Application:** Deviation to Single-Family Home Design Standards; **Location:** Sweetwater Subdivision, Lot 2; **Address:** 216 Sweetwater Dr.; **Zone:** Residential (R); **Applicant:** Dickerson Construction, Inc.; **Owners:** Carol Sherman Barron Revocable Trust and Richard Alan Barron Revocable Trust
2. **Application:** Plat Amendment; **Location:** Willow Creek Trading Subdivision including Drashan Condominiums; **Addresses:** 167, 171, and 189 N Cora St.; 602, 604, and 610 Clinton St.; **Zone:** Historic Business (HB); **Applicant:** Willow Creek Trading Subdivision Parking Maintenance Association, Inc.; **Owners:** Arapaho Partners LLC, 171 N Cora LLC, Christopher Senior, Eka Pada LLC, and Ridgway Chautauqua Society Inc.
3. **Application:** Replat **Location:** River Park Ridgway Business Park, Filing 1, Block 8; **Address:** TBD Cora Street; **Zone:** Light Industrial 1 (I-1); **Applicant:** Ridgway Light Industrial, LLC; **Owners:** Ridgway Light Industrial, LLC
4. **Application:** Preliminary Plat for Vista Park Commons; **Location:** Ridgway USA Subdivision, Lots 30-34; **Address:** TBD Redcliff Drive; **Zone:** General Commercial (GC); **Applicant:** Vista Park Development, LLC; **Owners:** Ridgway Land Company, LLLP

OTHER BUSINESS:

5. **Informal Discussion:** Tract D, River Park Ridgway Business Park Filing 1, including access to the property and the development of the Cora Street Right-of-Way; **Owner:** Alta Investments, LLC.
6. Master Plan process update
7. Downtown Parking Assessment update

APPROVAL OF MINUTES:

8. Minutes from the meeting of May 29th, 2018

ADJOURN REGULAR PLANNING COMMISSION MEETING

CONVENE AS THE RIDGWAY BOARD OF APPEALS

PUBLIC HEARINGS:

1. **Application:** Appeal for interpretation on single-family home design standards; **Applicant:** Guthrie Castle

ADJOURN BOARD OF APPEALS

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Ridgway Planning Commission will hold a **PUBLIC HEARING** at the Town Hall Community Center, 201 N. Railroad Street, Ridgway, Colorado, on Tuesday, June 26th, 2018 at 5:30 p.m., to receive and consider all evidence and reports relative to the application described below:

Application for: Deviation to Single-Family Home Design Standards

Location: Sweetwater Subdivision, Lot 2

Address: 216 Sweetwater Drive

Zoned: Residential (R)

Applicant: Dickerson Construction, Inc.

Property Owner: Carol Sherman Barron Revocable Trust and Richar Alan Barron Revocable Trust

ALL INTERESTED PARTIES are invited to attend said hearing and express opinions or submit written testimony for or against the proposal to the Town Clerk.

FURTHER INFORMATION on the above application may be obtained or viewed at Ridgway Town Hall, or by phoning 626-5308, Ext. 222.



DATED: June 15, 2017

Shay Coburn, Town Planner

Rec 6/4/18
PAID C.K. #16630
6/4/18

PLANNING & ZONING PERMIT

Incomplete Applications will be Rejected

Receipt # _____ *
Date Received _____ *
By _____ *
* For Office Use Only

ACTION REQUESTED

TEMPORARY USE PERMIT	<input type="checkbox"/> 7-3-13c	VARIANCE	<input checked="" type="checkbox"/> 7-3-16
CONDITIONAL USE PERMIT	<input type="checkbox"/> 7-3-14	REZONING	<input type="checkbox"/> 7-3-17
CHANGE IN NON-CONFORMING USE	<input type="checkbox"/> 7-3-15	SUBDIVISION	<input type="checkbox"/> 7-4-1 thru 7-4-12
OTHER: _____	<input type="checkbox"/> _____		

APPLICANT/APPLICANTS:

NAME: DCI
MAILING ADDRESS: 653 N. Cora, office 202
CITY: Ridgway, CO 81432
TELEPHONE NO.: 626-2047
FAX: _____

OWNER/OWNERS OF RECORD:

NAME: Richard + Carol Barron
MAILING ADDRESS: 10008 Apple Hill Court
CITY: Potomac, MD 20854
TELEPHONE NO: 301-461-1247

ADDRESS OF PROPERTY: Sweetwater Lot 2, Ridgway CO 81432
ACREAGE/SQUARE FOOTAGE: 9 acres, 41,000 sq ft
ZONING DISTRICT: R
BRIEF DESCRIPTION OF REQUESTED ACTION: To allow the sloped roof overhangs at the eaves and gable ends to be less than 12 in.

ATTACHMENTS REQUIRED FOR ALL ACTIONS:

1. Evidence of ownership or written notarized consent of legal owner(s).
2. Copy of all site plans drawn to scale showing location of building(s), elevations, abutting streets, and all dimensions, must be submitted on paper size of 8.5 x 11 or 11 x 17.
3. A filing fee payable to the Town of Ridgway.

FILING FEE SCHEDULE:

Temporary Use	\$ 100.00	Subdivisions	
Conditional Use	100.00	a. Sketch Plan	\$ 200.00
Change in Nonconforming Use	100.00	(plus \$10.00 per lot or unit)	
Variances & Appeals	150.00	b. Preliminary Plat	400.00
Rezoning	200.00	(plus \$20.00 per lot or unit)	
Reviews Pursuant to 7-3-18	100.00	c. Final Plat	300.00
Variance from Flood Plain Reg's	100.00	d. Minor Subdivision	200.00
Deviations from Single Family		e. Lot Split	100.00
Design Standards	100.00	f. Replat/amended plats	100.00
		g. Planned Unit Development	(a. b. & c.)

ADDITIONAL COSTS:

Applicant and owner shall be jointly and severally responsible for legal, engineering, planning, administrative and miscellaneous fees, including recording costs, if incurred. (R.M.C. 7-3-20(B) and 7-4-12(B)). Water and sewer tap fees and development excise taxes are due at approval of final plats.

SPECIFIC ATTACHMENTS REQUIRED FOR EACH ACTION:**CONDITIONAL USE PERMITS:**

1. The site plan shall show off-street parking requirements, landscaping and architectural features.
2. Information showing compliance with applicable criteria.
3. Notice of hearing shall be posted at Town Hall 10 days before the hearing.
4. Property shall be posted at least 10 days prior to the hearing.

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CHANGES IN NON-CONFORMING USE:

1. Description of existing non-conformity.
2. Information showing compliance with applicable criteria.
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VARIANCE:

1. Site plan showing details of the variance request and existing uses within 100 ft. of property.
2. Information showing compliance and/or non-compliance with applicable criteria.
3. Notice of hearing shall be posted at Town Hall 10 days before the hearing.

REZONING:

1. Legal description, present zoning and requested zoning of property.
2. Notice of hearing shall be posted 10 days before the date of the hearing.
3. Property shall be posted at least 10 days prior to the hearing.

SUBDIVISION:

1. All requirements established by Municipal Code Sections 7-4-1 through 7-4-12.
2. Affidavit of notice sent to all surface and mineral owners and lessees of mineral rights.
(Proof of proper notice must be submitted prior to the hearing.)
3. The Preliminary Plat shall be submitted 21 days prior to the hearing.
4. The Final Plat shall be submitted 20 days prior to the next scheduled Planning & Zoning meeting.
5. Sketch plan required in subdivisions consisting of more than 5 proposed lots or units.

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Signature of Applicant/Applicants



Date

Signature of Owner/Owners

Date

Account: R002243Location

Situs Address

City

Tax Area Id 201 - 201

Parcel Number 430509308002

Legal Summary Subd: SWEETWATER #1

Lot: 2 S: 9 T: 45 R: 8

Owner InformationOwner Name CAROL SHERMAN BARRON
REVOCABLE TRUSTOwner Address 10008 APPLE HILL COURT
POTOMAC, MD 20854Assessment History

Actual (2018)

\$190,090

Assessed

\$55,130

Tax Area: 201 Mill Levy: 59.233

Type Actual Assessed Acres SQFT Units

Land \$190,090 \$55,130 9.100 25176.720 0.000

Transfers**Reception Number****Sale Date****Sale Price****Doc Description**[218429](#)[05/01/2017](#)[\\$259,000](#)[WARRANTY DEED](#)[170574](#)[09/03/1999](#)[\\$140,000](#)[WARRANTY DEED](#)[170285](#)[COV COND & REST](#)[165649](#)[COV COND & REST](#)[165645](#)[11/25/1997](#)[\\$0](#)[PLAT](#)[165533](#)[11/12/1997](#)[\\$710,000](#)[CONSERVATION EASEMENT](#)Tax HistoryImages**Tax Year****Taxes**

*2018

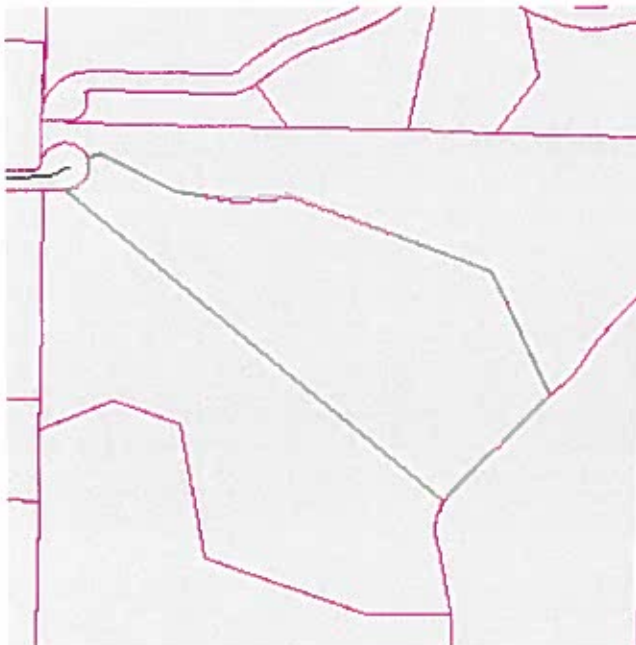
\$3,265.52

2017

\$3,265.52

* Estimated

- [GIS](#)



TOWN OF RIDGWAY**AUTHORIZATION OF AGENT**

I/we, the undersigned owner/s of the following described real property located in the Town of Ridgway, Ridgway, Colorado, hereby authorize:

DCI

(Name of Authorized Agent)

To act in my /our behalf in applying for the following permits from the Town of Ridgway, as required by existing Town of Ridgway regulations pertaining to zoning, building, encroachment, excavation, and/or utilities.

Legal property description (include: lot, block, subdivision, physical address):

Lot 2, Eagle Ranch -Sweetwater Rd, Ouray County, Ridgway Co.

Signature: [Signature] Date: 5/15/18
(Property Owner of Record)

Signature: Carol Barron Date: 5/15/18
(Property Owner of Record)

Signature: _____ Date: _____
(Property Owner of Record)

To the town of Ridgway,

This letter is to explain why the owners are requesting a deviation for Sweetwater lot #2 Rich and Carrol Barron.

The owners designed a contemporary house with their architect Glen Forrest. The house doesn't have 12" overhangs at most of the eave's although there are some overhangs to create shade for windows. It is only for aesthetic considerations that it doesn't have typical overhangs.

Sincerely,

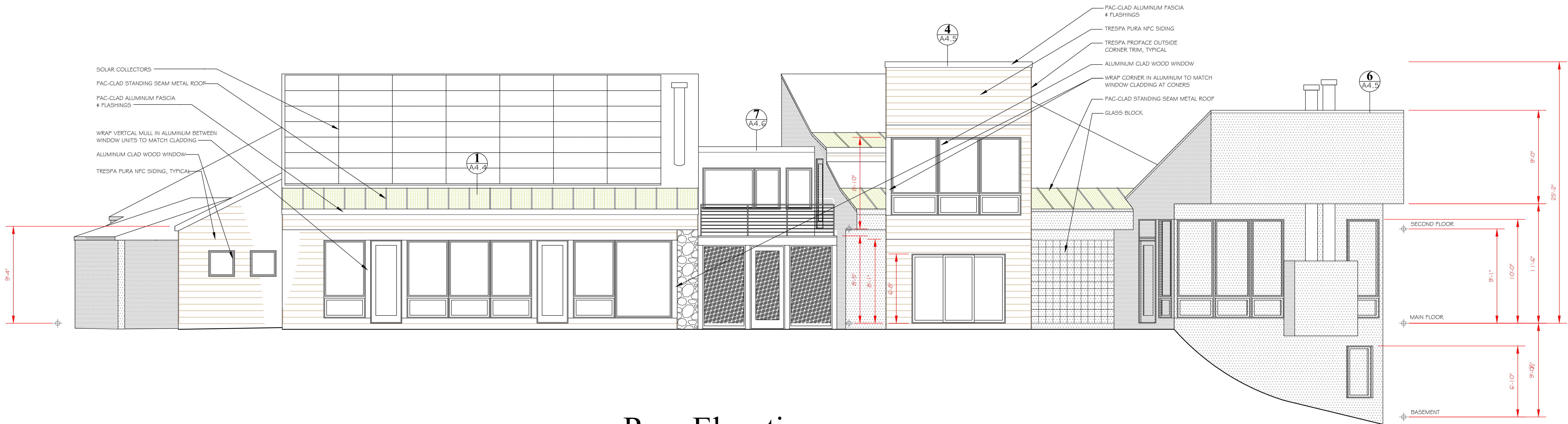
Eric Dickerson

REC. 6/26/18

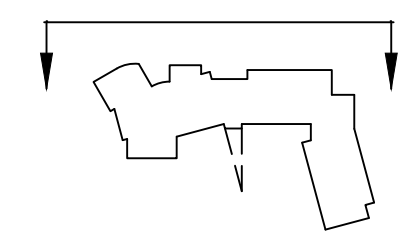
Hello Eric:

Good luck with the meeting tonight. Here is my awkward take on not having the overhangs. The architecture of the house is a series of volumes meant to be reminiscent of mining building. Defining the roof with overhangs creates the roof plane as a hat and defeats the design purpose. These volumes, created in an organic relationship, are also meant to mimic the peaks of the mountains, and gives the house its dynamic visual quality.

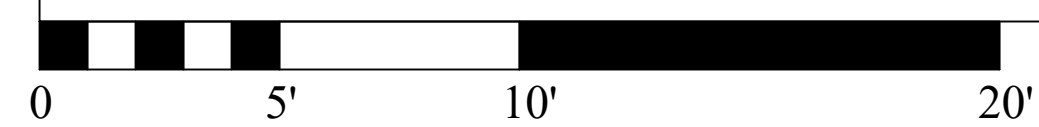
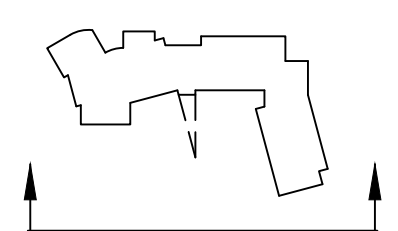
Glenn



Rear Elevation



Front Elevation



Barron

Private Residence

Sweetwater Road
Ouray County
Ridgway, Colorado
Lot 2, Eagle Ranch Subdivision

26 January 2018: Design Development
06 April 2018: HOA Submission
04 May 2018: Permit

McMillon Engineering, LLC
PO Box 638
195 South Lena Street
Ridgway, CO 81432
970-626-5113

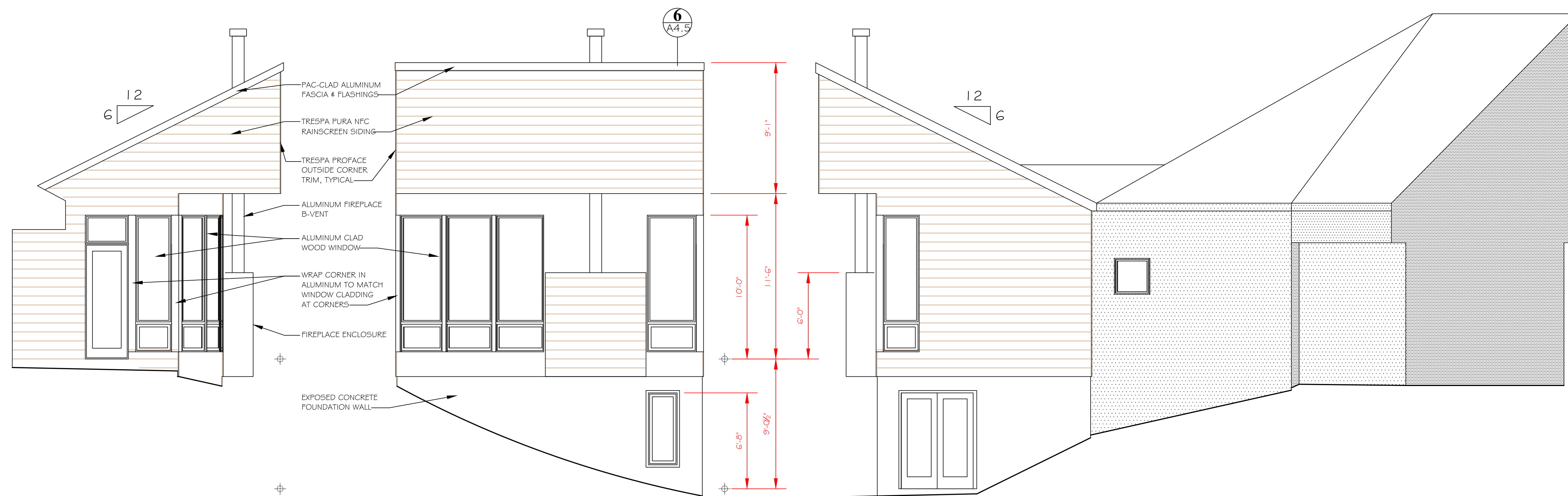
AutoCAD 2018
© Copyright 2018. All Rights Reserved.

Scale: 1/4" = 1'-0", unless otherwise noted

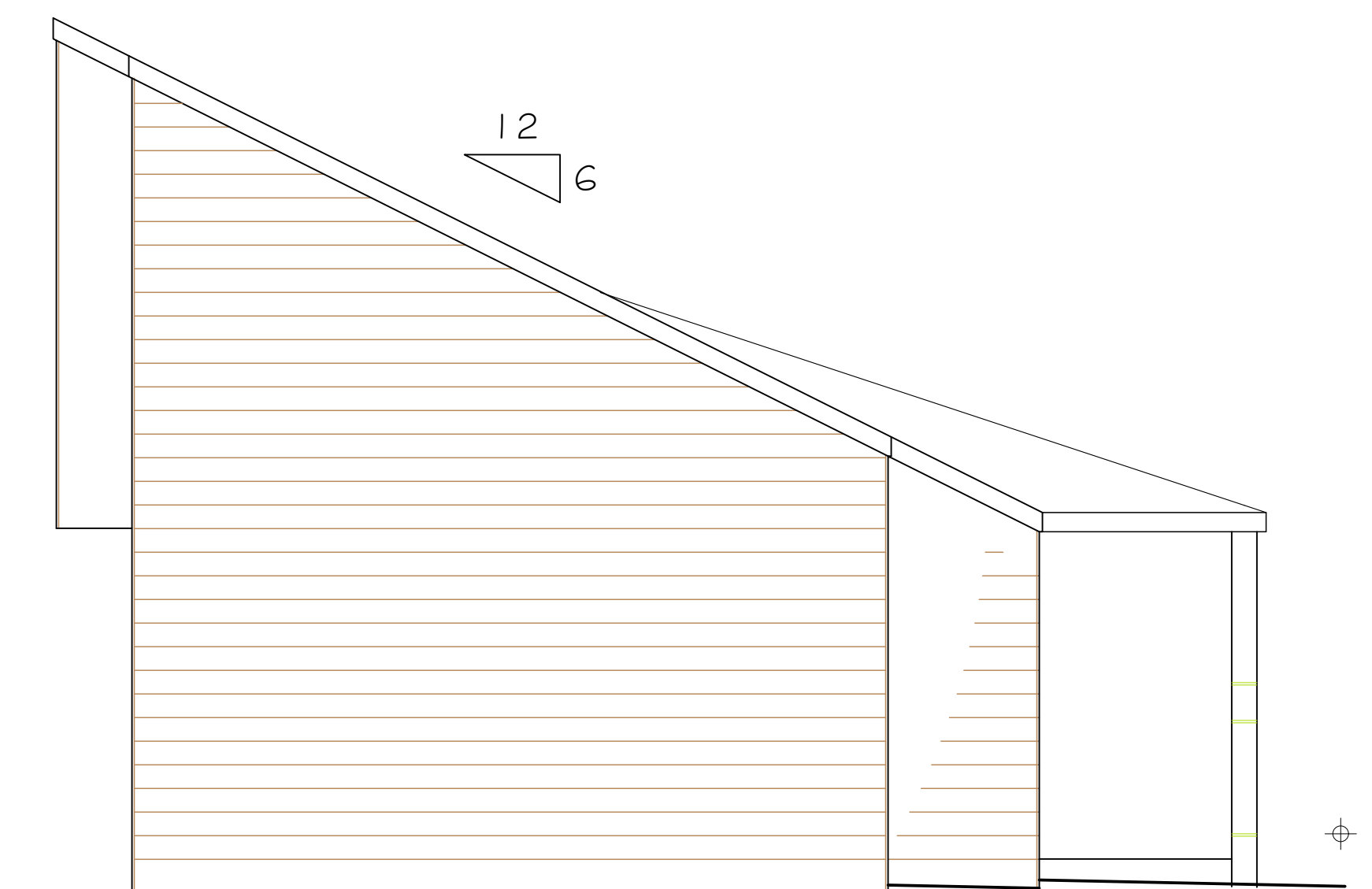
Glenn Forrest AIA Architect
2600 Tower Oaks Blvd
Suite 620
Rockville, MD 20852
301.873.8510
gforrest@rimsi.com

Elevations

A3.1



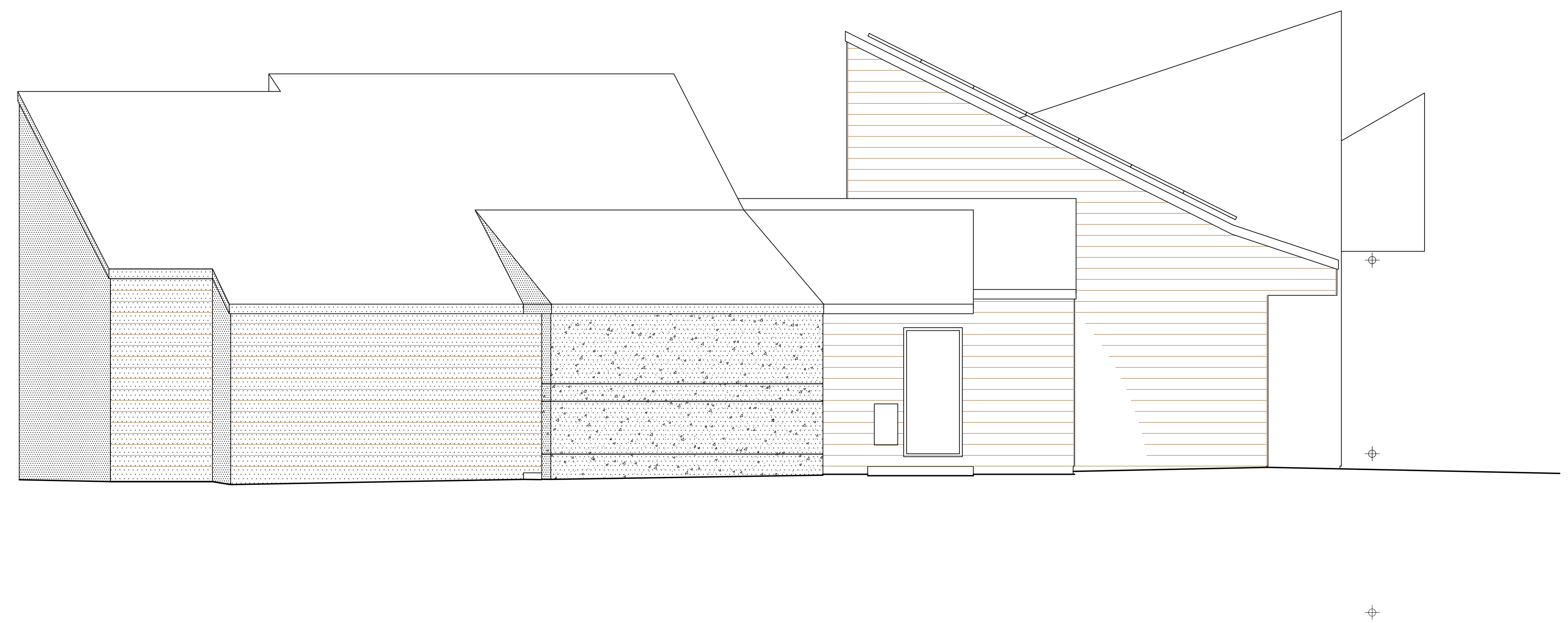
Master Pavillion Elevations



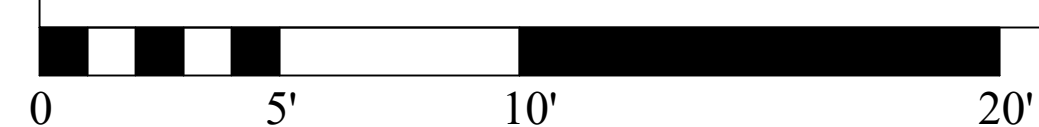
Garage Side Elevation



Left Side Elevation



Right Side Elevation



Barron

Private Residence
 Sweetwater Road
 Ouray County
 Ridgway, Colorado
 Lot 2, Eagle Ranch Subdivision

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AutoCAD 2018
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Glenn Forrest AIA Architect
 2600 Tower Oaks Blvd
 Suite 620
 Rockville, MD 20852
 301.873.8510
 gforrest@rimsi.com

Elevations
A3.2

STAFF REPORT

Request: Deviation from Single-Family Home Design Standards
Legal: Sweetwater Subdivision Lot 2
Address: 216 Sweetwater Drive
Parcel #: 430509308002
Zone: Low Density Residential (R)
Applicant: Dickerson Construction, Inc.
Owner: Carol Sherman Barron Revocable Trust and Richard Alan Barron Revocable Trust
Initiated By: Shay Coburn, Planner
Date: June 26, 2018

REQUEST

The Applicant is requesting a deviation from the Single-Family Home Design Standards in Chapter 6 Section 6 of the Ridgway Municipal Code. More specifically, RMC §6-6-3(C)(3) requiring sloped roofs to have a minimum overhang of not less than 12 inches.

The subject property is in the Sweetwater Subdivision and is accessed through the Eagle Hill Ranch Subdivision just outside of Town boundaries.

The Applicant has submitted an application, architectural drawings of the proposed single-family house design, and the applicable fee for this public hearing. The property and public hearing have been noticed in compliance with the Town Municipal Code.



CODE REQUIREMENTS

The subject property is zoned Low Density Residential where single-family homes are a use-by-right subject to the provision of Chapter 6 Section 6 of the Ridgway Municipal Code (RMC). RMC 6-6 contains Single-Family Home Design Standards. These design standards are applicable to all newly constructed or installed single-family homes.

The legislative declaration for the Single-Family Home Design Standards is defined in RMC §6-6-1, as follows:

Ridgway is defined in part by eclectic architecture and neighborhoods vary in age and character. A goal of the Town's Master Plan is to create a well-integrated community that meets the needs of residents of various income levels, ages and stages of family life cycles. One way of achieving this is to encourage a mix of housing types and densities, rather than segregating them into separate districts. In accomplishing this, it is acknowledged that the visual appearance of a property affects more than just the property involved. New and altered structures impact the surrounding neighborhood both in character and property value. These standards have been adopted to encourage a mix of housing types, while helping to ensure that this will not be detrimental to the character of the neighborhoods or to property values in general.

RMC §6-6-3 has the following requirement:

(C) Roof Structure.

(1) Repealed by Ordinance 3-2002

(2) All sloped roofs, including roofs over deck areas, covered porches, entryways, and the like, shall have a minimum pitch of 3 feet of rise for each 12 foot of horizontal distance.

(3) Sloped roofs must have an overhang at the eaves and gable ends of not less than 12 inches excluding rain gutters measured from the vertical side of the dwelling. This required overhang shall not apply to areas over porches, alcoves and other appendages, which together do not exceed 25% of the length of the dwelling. Flatter roofs are permitted only if contained within a parapet that is higher than the adjacent roof.

(4) Mansard roofs and A-frame designs are not permitted; provided, however, mansard roofs are permitted if the base of the roof is above the second story of the structure.

This request for a deviation is considered under RMC §6-6-5 based upon the following:

(A) The Planning and Zoning Commission may approve deviations from one or more of the requirements of this Section §6-6 on the basis of finding that:

(1) The proposed architecture or construction standards provide compensating features that meet the intent and objectives of these standards.

(2) The proposed structure will be compatible and harmonious with structures in the immediate vicinity.

(B) Requests for deviations shall be reviewed pursuant to the procedures of Subsection 7-3-18 of the Ridgway Municipal Code, subject to the fees set in Subsection 7-3-20.

Applicable review procedures as described in RMC §7-3-18 are as follows:

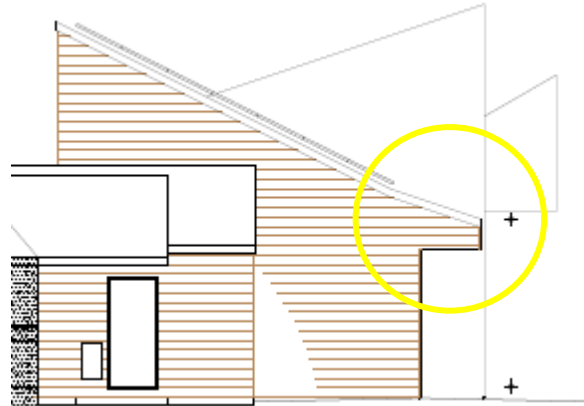
(E) At the hearing scheduled, the applicant and other interested parties may appear and present such evidence and testimony as they may desire. Anyone presenting evidence or testimony shall be subject to cross-examination by other interested parties, although the Reviewing Board may limit testimony, evidence, and cross-examination which is merely cumulative and is not required to follow any set procedure during the hearing, nor to strictly follow the Rules of Evidence as applied by the Courts. The hearing may be tape recorded or otherwise electronically recorded. The applicant, or other interested party may, if he desires, have the hearing recorded by a court reporter, at his expense. The hearing may be continued from time to time as necessary. The burden is upon the applicant in all cases to establish that all applicable criteria for any action are met, including proper notice.

...

(G) The Reviewing Board may approve the requested action only upon finding that all applicable criteria and requirements of these Zoning Regulations or other Town ordinances have been met. If it determines that such criteria have not been met, the application shall be denied. The application may be granted upon conditions or limitations which the Reviewing Board determines are necessary in order to ensure that the applicable criteria are met. Such conditions or limitations shall be provided to the applicant and interested parties, in writing, as part of the decision.

ANALYSIS

The Applicant and Owners are proposing no overhangs or a roof that is flush with the walls for much of the residence with a few walls that extend to look like overhangs, as shown in the image to the right. These cannot count as overhangs according to how our code explains how they are measured. Even if they could count, they are only included on a few locations of the building. In addition, overhangs are missing on the full building, not just on porches and other appendages so the 25% exception does not apply.. A full set of elevation drawings are attached to this hearing packet.



The following two criteria must be met for the Planning Commission to approve this request.

1) The proposed architecture or construction standards provide compensating features that meet the intent and objectives of these standards.

The proposed single-family home is quite unique with a very irregular footprint and facades. The residence provided a lot of solids and voids, roof line variation, and other compensating features.

(2) The proposed structure will be compatible and harmonious with structures in the immediate vicinity.

This area of town contains very large parcels, providing for a lot of open space between buildings. The size of the residence is quite large at about 3,500 square feet, which is generally consistent with the three houses nearby.

STAFF RECOMMENDATION

The apparent intent of the Single-Family Home Design Standards is to avoid homes that are uniform in design and require a few elements to ensure compatibility with other structures. While this residence is clearly unique as shown on the elevation drawings, staff does not feel that the Applicant has done a good job showing how the criteria for a deviation have been met and feel that more information is needed to make an informed decision.

Staff recommends that Planning Commission asks the Applicant to better prove the criteria have been met during the hearing and then base the decision on the information presented during the hearing.



Posted property from Sweetwater Dr. looking northeast

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Application for: Plat Amendment

Location: Willow Creek Trading Subdivision including Drashan Condominiums

Addresses: 167, 171, and 189 N Cora St.; 602, 604, and 610 Clinton St.

Zoned: Historic Business (HB)

Applicant: Willow Creek Trading Subdivision Parking Maintenance Association, Inc.

Property Owners: Arapaho Partners LLC, 171 N Cora LLC, Christopher Senior, Eka Pada LLC, and Ridgway Chautauqua Society Inc.

ALL INTERESTED PARTIES are invited to attend said hearing and express opinions or submit written testimony for or against the proposal, to the Town Clerk.

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DATED: Jun 15, 2018

Shay Coburn, Town Planner

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By _____ *

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OTHER: _____	<input type="checkbox"/> _____		

APPLICANT/APPLICANTS:

NAME: WILLOW CREEK TRADING SUBDIVISION

MAILING ADDRESS: PARKING MAINTENANCE

CITY: C/O MOUNTAIN MANOR MANAGEMENT

TELEPHONE NO.: RIDGWAY

FAX: 970-626-4314

OWNER/OWNERS OF RECORD:

NAME:

MAILING ADDRESS:

CITY:

TELEPHONE NO:

ADDRESS OF PROPERTY: WILLOW CREEK TRADING SUBDIVISION

ACREAGE/SQUARE FOOTAGE: _____ ZONING DISTRICT: HB

BRIEF DESCRIPTION OF REQUESTED ACTION: PLAT AMENDMENT to resolve parking issues in subdivision

ATTACHMENTS REQUIRED FOR ALL ACTIONS:

1. Evidence of ownership or written notarized consent of legal owner(s).
2. Copy of all site plans drawn to scale showing location of building(s), elevations, abutting streets, and all dimensions, must be submitted on paper size of 8.5 x 11 or 11 x 17.
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Signature of Applicant/Applicants

Signature of Owner/Owners

5/23/18

Date

5/23/18

Date

179550

Page 1 of 2

Michelle Olin, County Clerk & Recorder
Ouray, Colorado

12/12/2002 03:15 PM Recordings Fee \$11.00

Recorded at _____ o'clock _____ m. on _____ Book _____ Page _____
Reception No. _____ Recorder _____

SHARED PARKING AREA AGREEMENT


At the time of the execution of this document, the undersigned, Richard E. Fike, is the sole owner of record of Lots 1, 2 and 3 of the Willow Creek Trading Subdivision as shown on the Plat recorded on February 21st 2002, at Reception No. 177032, Ouray County Records.

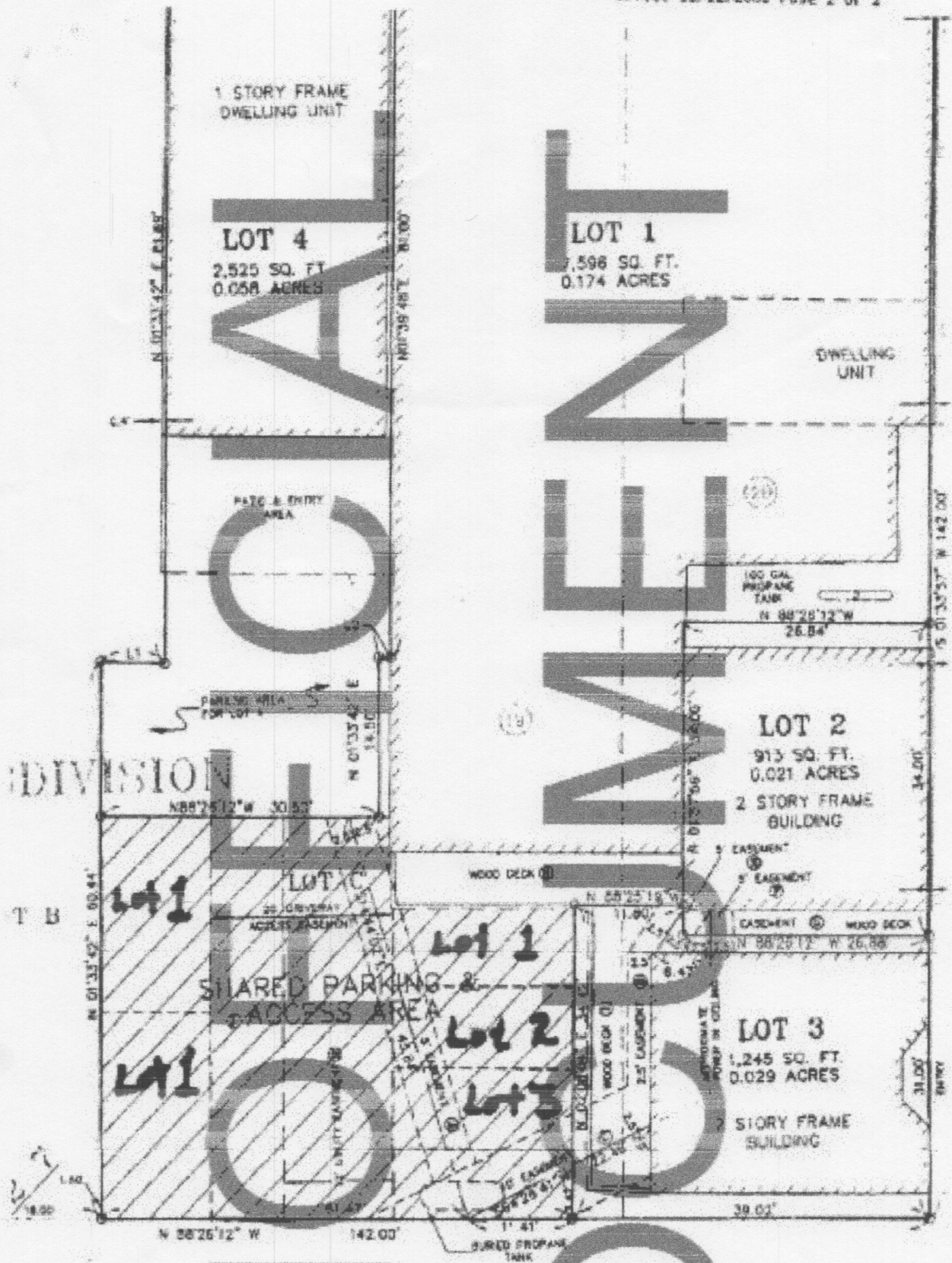
The purpose of this agreement is to designate to the respective Lots the parking spaces identified in the SHARED PARKING & ACCESS AREA depicted on the above identified Plat. Attached is a copy of a portion of said Plat, whereby the parking spaces for Lots 1, 2 and 3 are hereby designated by writing the Lot number upon the designated parking space. Lot #1 has 3 parking spaces, Lot #2 has 1 parking space, and Lot #3 has 1 parking space.

The owners of Lots 1, 2 and 3 shall furthermore share equally (1/3 each for each respective lot owner) in all maintenance costs for the surface of said SHARED PARKING & ACCESS AREA, which includes, but is not limited to: graveling, snow plowing/removal, and/or similar activities. This agreement to so share costs is only for maintenance, and does not extend to improvements to said area. Maintenance decisions shall require a majority vote, with each Lot owner to have 1 vote. It is acknowledged that Lot #1 has more than 1/3 of the parking spaces, and only has to pay 1/3 of the maintenance costs, but the fact that the owner of Lot #1 solely pays the taxes on the subject Area justifies this formula. All improvements, or any decision which may impact any owners ability to fully and readily utilize their designated parking space, shall require unanimous consent to be enacted. Any owner causing damage to any part of said Area shall be solely responsible for the repair and restoration of same and any damages related thereto. If Court action is required to enforce this agreement by any party, the Court shall award costs and attorney fees to the prevailing party.

This agreement shall run with the land and be enforceable upon any future owners of said Lots 1, 2 or 3.

Executed this 12th day of December, 2002 by


Richard E. Fike,
as owner of said Lots 1, 2, and 3



May 23, 2018

To the Ridgway Planning Commission and the Ridgway Town Council:

On March 27, 2018, the Ridgway Planning Commission approved a Variance application submitted by the Willow Creek Trading Subdivision Parking Maintenance Association ("Association") to Parking Requirements within the Willow Creek Trading Subdivision in the HB District, to allow additional uses within the subdivision.

This approval was subject to two conditions.

The first was that the Association complete physical improvements to the Shared Parking Area within the subdivision.

The second and more complex condition was that the Association apply for a Plat Amendment that would include a note referencing a new agreement for improvements to and management of the Shared Parking Area. This agreement would implement proposals made by the Association in applying for the Variance, whose purpose is to bring the six properties in the subdivision into the closest possible compliance for parking regulations under the current Ridgway Land Use Code.

The application before you is intended to meet that second condition. In effect, it incorporates our commitment to the first condition (completing improvements to the Shared Parking Area) within it.

Broadly, the Variance and the Plat Amendment taken together represent an initiative undertaken by the property owners in the subdivision to address an "existing condition" that is neither workable for the property owners nor does it meet the Town's objectives with respect to parking. That condition is that there is less current and potential off-street parking in the Shared Parking Area than the Ridgway Land Use Code requires for the six properties collectively, for current and proposed uses.

The Variance and Plat Note, if approved, would improve the situation by increasing the amount of parking in the Shared Parking Area by two spaces, and by instituting a permit parking system. The system defined in the Willow Creek Trading Subdivision Parking Management Assoc. Articles of Association would require the Association to issue 11 permits to the Property Owners. Holders of the permits would be required to park in the Shared Parking Area if a space is available and would be permitted to use street parking only when there is no space available in the Shared Parking Area.

This scheme meets two town objectives: It ensures that the available off-street parking in the Shared Parking Area is used to the fullest extent possible before permit holders occupy street parking; and it recognizes by means of issuing permits to the property owners our best effort to meet the requirements of the Ridgway Land Use Code, with one permit issued for each required on-site parking space under the current code. By increasing the amount of parking available to the six properties and taking formal steps to ensure that the available parking is fully utilized, the property owners believe, and the Planning Commission has recognized, that we will have met the test for demonstrating "hardship" in being granted the Variance.

The hardship, in the simplest language, is that there was less space allocated for parking when the subdivision was created than the amount of parking required under current regulations.

It is notable that the opportunity to improve the parking at Willow Creek has only recently become open to us. The existing parking agreement can only be changed with unanimous consent of the parties to it. Until the past year, and for at least twenty years, there has always been at least one, and often more than one, property owner who did not wish to participate in discussions to improve the agreement. As of now, all six property owners, with three of them represented by a sub-association, the Drashan Condominiums, have worked collaboratively to craft the new parking agreement. It is impossible to be confident that such a consensus would

be possible in the future, particularly if any single property changes hands. We therefore believe it is in both the property owners' interest and the Town's interest for the Town to take this opportunity by approving the Plat Amendment before you.

Beyond the resolution of long-standing and vexing parking issues, there are benefits to the Property Owners and to the Town in the Variance and Plat Amendment. This is because an overly simple Parking Agreement will be replaced and superseded, if the Plat Amendment is approved, by a Property Owners Association with bylaws and Articles of Association that allow for decisions related to the management of common areas within the subdivision to be made without the requirement for unanimous consent. By way of example, an agreement is already being worked out for the properties within the subdivision to cooperatively clean up and manage trash storage and removal.

In addition, we believe that the approval of the Plat Amendment will permit the six properties to be improved over time, creating additional commercial vitality, to the benefit of the Town's commercial core.

There is a long history behind the "existing condition" – of a subdivision at the heart of the HB District with a common area for parking but no ability to manage the parking efficiently. That history is detailed in our March application for the Variance, and it has been submitted along with this Plat Amendment application.

We have become, unfortunately, expert in this history. But it may not really be relevant at this point. The Town's final approval of the Plat Amendment before you and thereby the Variance that required us to submit the Plat Amendment will allow the six property owners and the Town to move forward unburdened by past approvals and agreements that no longer work to any party's benefit.

Thank you for your consideration.

Seth Cagin, Ralph Stellmacher, Sue Husch, Patrick O'Leary, Daniel Richards

For the Willow Creek Subdivision Parking Maintenance Assoc, LLC.

May 23, 2018

To the Ridgway Planning Commission and the Ridgway Town Council:

Following is a narrative that summarizes the history behind the Plat Amendment application before you.

On March 27, 1028, the Ridgway Planning Commission approved a Variance application submitted by the Willow Creek Trading Subdivision Parking Maintenance Association to Parking Requirements within the Willow Creek Trading Subdivision in the HB District, to allow additional uses within the subdivision. This approval was subject to two conditions. The first was that the Association complete improvements to the Shared Parking Area within the subdivision.

The second condition was that the Association apply for a Plat Amendment that would incorporate an agreement for management of the Shared Parking Area.

The application before you is intended to meet that second condition.

Broadly, the Variance and the Plat Amendment in combination represent an effort by the properties in the subdivision to address an “existing condition” that is neither workable for the property owners nor does it meet the Town’s objectives with respect to parking. That condition is that there is less current and potential off-street parking in the Shared Parking Area than the Ridgway Land Use Code requires for the six properties for current and proposed uses.

The Variance improves the situation by approving some additional uses in the Subdivision in exchange for making both physical improvements to the Shared Parking Area and implementing a plan for maintaining and managing the Shared Parking Area.

In addition to a description of the hardship, the following narrative outlines proposed improvements to the shared parking area, new uses that would be permitted in the subdivision if the variance is approved, and the terms of a proposed new Shared Parking Agreement that would replace and supersede existing agreements and govern the use and management of the Shared Parking Area.

The applicant, the Willow Creek Trading Subdivision Parking Maintenance Association LLC, has a number of objectives in seeking a variance from the Ridgway LUC’s parking requirements. These objectives include:

- To provide as much off-street parking as possible for the members of the Association in the Shared Parking Area.
- To ensure maximum use of the Shared Parking Area by making improvements to the parking area and implementing a permit system rather than assigned parking spaces.
- To clarify and in some cases change permitted uses in the properties that are members of the Willow Creek Trading Subdivision.

The applicant seeks conditional approval of a variance to the Ridgway LUC’s parking requirements to incorporate all of the provisions outlined herein, subject to (a) completion of the improvements to the Shared Parking Area as described below; and (b) execution of the Shared Parking Agreement described below.

SUMMARY OF WILLOW CREEK PARKING SITUATION

1. When the Willow Creek Subdivision was created in 2002, off-street parking for the four lots in the subdivision was created in a "Shared Parking Area," which contained five parking spaces and an access easement assigned to Lot 4 for additional parking for Lot 4 within its own property lines. The five spaces in the shared parking area were assigned to Lots 1, 2, and 3. At this time, the parking apparently satisfied the Town of Ridgway's requirements for off-street parking for all four lots.
2. In 2007, Lot 1 was converted into three parcels by the creation of the Drashan Condominiums. In order to satisfy the town's zoning requirements at the time, a sixth parking space was created in the shared parking area. While the town accepted this situation, as a practical matter the resulting four side-by-side spaces on the eastern boundary of the shared parking area are not all usable. There is, in fact, only space for three cars there because the fourth space is obstructed by a CenturyLink utility installation. The only indication as to how these spaces were allocated among the parties is by way of handwritten notations on the amended plat. Two spaces are allocated to Lots 2 and 3 and three to Lot 1, but how those Lot 1 spaces are allocated among the Drashan Condos is not noted and the sixth space is not assigned.
3. In addition to lack of clarity as to who has the right to park in the shared parking area, and where they have a right to park, the parking lot has not been improved and is therefore underutilized. In addition, the property tax on the shared parking area is paid only by Drashan.
4. All six properties that are parties to the shared parking agreement are to various degrees either non-compliant with current Ridgway zoning and/or are prohibited from either redevelopment or changes in use without providing more parking than they currently have. Thus, the limited and underdeveloped parking in the shared parking area presents varying degrees of "hardship" to all six properties.
5. A combination of improvements to the shared parking area that provides additional parking spaces and a new shared parking agreement that governs how it is shared would
 - (a) bring the six properties closer into compliance with current Ridgway zoning;
 - (b) support the hereby incorporated and potentially future applications by any of the owners of the properties who may wish to redevelop their property or change uses of their property for a zoning variance from the Ridgway Planning Commission on the basis that any remaining shortage of on-site parking presents a "hardship" that is required to support such an application;
 - (c) demonstrate good faith by the property owners in meeting the town's objectives by providing as much off-street parking as possible; and
 - (d) clarify the legal status of each parcel's actual off-street parking, which could be valuable in case the property owner wishes to sell the property.
6. Lots 2 and 3 each have one parking space currently. Under current zoning, the two property owners need two spaces each in order to convert the second story of their respective buildings to residential use, whether for owner occupancy or for rent on the long-term or short-term market. The "blue house" in the Drashan Condos is required to have two spaces but at best has use of one. The Colorado Boy building is required to have one space and may have one. The original Sherbino building, owned by the Ridgway Chautauqua Society (RSC), is required to have two spaces but may have just one. That is a total of 9 spaces required under current zoning for a shared parking area that currently has 5 usable spaces
7. Lot 4, which has been acquired by the RSC, presents a special case. The Ridgway LUC requires Lot 4 to provide two spaces inside its property line if it maintains both a residential and a commercial use on the property (as has historically been the case) and one space if it eliminates the residential use (as is currently the case). These one or two spaces are afforded access via a driveway easement across the shared parking area, but they have never been developed. In fact, there is not enough physical space on Lot 4 (without substantial earthwork and a substantial new retaining wall) to accommodate even one parking space on Lot 4. In addition, creating the required parking on Lot 4 would substantially reduce other potential uses envisioned by the RSC on the lot. The RCS would like secure approval for uses that could potentially require two off-site spaces under the Ridgway LUC.

8. Adding the two spaces the RSC seeks for Lot 4 to the nine spaces described in paragraph 6, the six properties in the subdivision would require a total of 11 on-site, off-street parking spaces under the Ridgway LUC for current and envisioned uses.
9. To achieve its objectives, the RSC has agreed to provide an easement allowing encroachment of the shared parking area on Lot 4, which would create additional spaces in the shared parking area, in exchange for a right to satisfy its parking requirements by utilizing the shared parking area.
10. By expanding the shared parking area by encroaching on Lot 4, the shared parking area can accommodate six parking spaces, plus a seventh space that is too small to meet Ridgway LUC parking requirements but can, in fact, accommodate a compact vehicle. In addition to parking, the Sherbino needs a loading/unloading area adjacent to the rear of the theater. Thus, one of the seven spaces in the improved Shared Parking Area will be assigned to the Sherbino for its management as a combined parking space and a loading/unloading area. This will be the only assigned parking space in the Shared Parking Area.
11. To summarize the numbers, to be fully compliant with current Ridgway zoning there is a requirement for 11 on-site/off-street parking spaces and there is room for only seven physical spaces in the proposed enlarged shared parking area. One of those seven spaces can accommodate compact vehicles only and another would double as a loading/unloading area.
12. In addition to creating two additional spaces in the shared parking area, improvements to the parking area (striping, signage, cleanup) is expected to generate more use of the parking lot.
13. To improve and manage the shared parking area, the parties have formed the Willow Creek Trading Subdivision Parking Maintenance Association, LLC. Initial improvements to the parking lot will be funded by an initial special assessment and ongoing future maintenance will be funded by annual assessments. A benefit to the Drashan Condos is that the property tax due on the shared parking lot will be fairly allocated among all of the members of the Association.
14. The final challenge is to allocate 11 “needs” for parking among just 7 spaces. The proposed solution is to issue 11 parking permits to the property owners, one permit per required on-site parking space per current zoning for current and anticipated uses and redevelopment of the properties. The permit holders will be required to utilize the shared parking area on a first-come, first-served basis. On the rare occasions that all of the parking spaces are occupied, the next permit holders needing a place to park will have to use street parking. The assessments due to the Association will be per permit held by each property owner.
15. The permit system is designed to further meet the town’s objective of removing as many cars as possible from street parking. The Association will retain a property management company both to maintain the Shared Parking Area and to enforce the parking restrictions by periodically checking to ensure all vehicles parked in the Shared Parking Area are displaying permits. Unpermitted vehicles may be towed at the owner’s expense.
16. In consideration of the plans by the Ridgway Chautauqua Society to improve its two properties at some time in the future, the parties to the new Shared Parking Agreement will incorporate a clause in the Shared Parking Agreement preapproving any proposed redevelopment of the Shared Parking Area that the RCS may pursue, provided that the proposed redevelopment does not reduce the parking available to any of the other parties under the terms of the new Shared Parking Agreement.

Of the six properties in the Willow Creek Subdivision, three are historic. They were constructed long before the need for parking requirements had occurred to anyone and so land was not set aside for parking when the buildings were constructed. The three newer buildings were also permitted before today’s parking requirements were in place. The result is the insufficient parking for all six properties, collectively. These six properties constitute an important block of structures in the Historic Business District. The vitality of these six buildings is important to the health of downtown Ridgway.

Limitations on the uses of these buildings because they can't meet today's parking standards present a hardship not only to the owners of the properties, but also to the economy and character of Ridgway. We believe it is in the public interest that all six of these properties be productively occupied by viable businesses and residential occupants.

The six property owners have worked hard to devise a plan that provides as much parking as possible in the Shared Parking Area, and also tries to anticipate and allow for the best and highest use of the six properties. We believe we have achieved the best possible solution in terms of identifying the best use of the land available for off-street parking. Without this variance, the ability of at least some of these properties to flourish, now and in the future, will be impaired.

For the last two decades, improvements to the unsatisfactory parking situation in the Willow Creek Subdivision have been impossible to achieve, because there was no consensus from all six owners to make a change. After hours of discussions and meetings and compromises, there is consensus now. It is impossible to predict whether or when such a consensus will be possible again in the future. This application, then, represents a rare opportunity to fix something that has been broken for a long time in the HB District.

Approval of this variance will do more than provide more parking and either improved or secured vitality for the buildings in the subdivision in the near term. It will also create a mechanism for decision making and potential joint action by the six property owners in the future if a need for further improvements or changes not now envisioned should become apparent. It is, in fact, likely there will be further improvements to the Shared Parking Area because the owner of two of the buildings, the Ridgway Chautauqua Society, is currently raising funds for a major redevelopment of its properties. Approval of this variance helps that project advance both because the Shared Parking Agreement will include preapproval for the RCS to rework the Shared Parking Area as part of its redevelopment, and because the new Parking Association provides a mechanism for the six property owners to cooperate.

Thank you for your consideration.

Seth Cagin and Ralph Stellmacher
For the Willow Creek Subdivision Parking Maintenance Assoc, LLC.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Willow Creek Trading Subdivision Parking Maintenance Association, Inc.

is a

Nonprofit Corporation

formed or registered on 02/23/2018 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20181151358 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/22/2018 that have been posted, and by documents delivered to this office electronically through 02/23/2018 @ 12:29:43 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/23/2018 @ 12:29:43 in accordance with applicable law. This certificate is assigned Confirmation Number 10739407 .



A handwritten signature in blue ink that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

**BYLAWS
OF
THE WILLOW CREEK TRADING SUBDIVISION PARKING MAINTENANCE
ASSOCIATION, INC., A COLORADO CORPORATION**

**ARTICLE I
PURPOSE**

Section 1.01. Name. The name of the corporation is The Willow Creek Trading Subdivision Parking Maintenance Association, Inc., a Colorado nonprofit corporation (the “Association”).

Section 1.02. Purpose. The purpose for which the Association is formed is to manage, administer and operate common area property interests held by properties contained within the Willow Creek Trading Subdivision, including but not limited to snow removal from public rights-of-way, maintenance of trash storage areas, managing trash removal, and maintaining and operating certain Shared Parking Facilities as defined and described in the “**Articles of Association**” recorded in Reception No. _____ in the Ouray County records and to exercise the rights, powers and authority, and fulfill the duties of the Association as provided in the Articles of Association, the Association’s Articles of Incorporation, and any amendments thereto, filed with the Secretary of State of Colorado (“**Articles of Incorporation**”), these Bylaws and any rules and regulations adopted by the Association from time to time.

Section 1.03. Definitions. Any capitalized terms used herein which are not otherwise defined by these Bylaws shall have the meanings set forth in the Articles of Association.

**ARTICLE II
MEMBERSHIP, VOTING, QUORUM, PROXIES**

Section 2.01. Membership. A “Member” of the Association is as defined in the Articles of Association.

Section 2.02. Memberships Appurtenant to Parking Permits. Each Member’s membership in the Association shall be defined in the Articles of Association, which includes the assignment of voting rights in the Association and the share of common expenses equivalent to the Allocated Interests as provided for in the Articles of Association. The Members rights and interests shall be appurtenant to the lots or units owned by the Member constituting the Properties as provided for in the Articles of Association and the ownership of such Property shall be the sole qualification for such membership. No Member may resign his, her or its Membership without the conveyance of such Property or permission from the remaining Members.

Section 2.03. Voting. In all matters on which Members are entitled to vote, each Member shall be entitled to a vote equivalent to the Allocated Interests assigned to that Member and as more fully provided in the Articles of Association, Articles of Incorporation, and these Bylaws, but subject to any limitations or restrictions contained therein.

Section 2.04. Resolution of Voting Disputes. In the event of any dispute as to the entitlement of any Member to vote or as to the results of any vote of the Members at a meeting, the Board of Directors of the Association (the “**Board**”) shall act as arbitrators and the decision of the Board shall, when rendered in writing, be final and binding.

Section 2.05. Quorum of Members. A quorum is deemed present throughout any meeting of the Members if persons entitled to cast at least 50% of the votes are present, in person or by proxy. A quorum should be maintained throughout the meeting.

Section 2.06. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the

Secretary of the Association before the appointed time of each meeting.

Section 2.07. Transfer of Memberships on Association Books. Transfers of Memberships shall be made on the books of the Association only upon presentation of evidence, satisfactory to the Association, of the transfer of ownership of the Parking Permit to which the Membership is appurtenant.

Section 2.08. Assignment of Voting Rights. A Member may not assign its right to vote.

ARTICLE III MEETINGS OF MEMBERS

Section 3.01. Place of Meeting. Meetings of the Members shall be held at the principal office of the Association or at such other place within the State of Colorado as may be fixed by the Board from time to time and specified in the notice of the meeting.

Section 3.02. Annual Meetings of Members. The first annual meeting of the Members shall be held during the fourth quarter in the year following the incorporation of this Association. Thereafter, the annual meetings of the Members shall be held during the same month of each succeeding year. At each annual meeting, the Members shall conduct such other business of the Association as may properly come before the meeting.

Section 3.03. Special Meetings of Members. The President of the Association may call a special meeting of the Association upon his or her own initiative or as directed by resolution of the Board or upon receipt of a petition signed by fifty percent (50%) of the Members. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting. Any such meetings shall be held at such place and time as the President determines within thirty (30) days after receipt by the President of such resolution or petition.

Section 3.04. Notice of Meetings. Except as otherwise provided in the Articles of Association, the Secretary shall mail or deliver written notice of each annual or special meeting, stating the purpose thereof as well as the time and place it is to be held, to each Member, at least ten (10) but not more than fifty (50) days prior to such Association meeting. The mailing of or electronic delivery of a notice in the manner provided in this paragraph or the delivery of such notice shall be considered notice served.

Section 3.05. Adjourned Meetings. If any meeting of the Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting, from time to time, until a quorum is obtained.

ARTICLE IV BOARD OF DIRECTORS

Section 4.01. General Powers. The Board shall have the duty to manage and supervise the affairs of the Association and shall have all powers necessary or desirable to permit it to do so. Without limiting the generality of the foregoing, the Board shall have the power to exercise or cause to be exercised all of the powers, rights and authority in the Articles of Association, Articles of Incorporation, these Bylaws or under state and federal law.

Section 4.02. Number of Directors; Voting. The affairs of the Association shall be governed by a minimum of three (3) and up to five (5) directors. The Association shall initially be managed by a Board of Directors consisting of four (4) directors, one each appointed by the respective owners of Lot 2, Lot 3 and Lot 4 and one representative appointed by the Drashan Condominium Owners Association, Inc, who shall vote for all three Properties whose common property interests are managed by the Drashan Condominium Association. Directors shall be Members which, in the case of other entity Members, may include the

officers, directors, managers, employees, principals or agents, of each such entity Members, as designated by such entity. The number of directors may be increased or decreased from time to time by amendment to these Bylaws provided that the number of directors shall not be less than three and no decrease in number shall have the effect of shortening the term of any incumbent director. When acting and voting on matters coming before the Board of Directors, each Director shall have a weighted vote equivalent to the Allocated Interests assigned to the Member that the Director has been appointed to represent, as such Allocated Interests have been assigned in the Articles of Association.

Section 4.03. Qualifications. A director shall be a natural person who is eighteen (18) years of age or older and must be a Member or, if the Member is not a natural person, but is an entity, then the director must be an authorized agent of such entity.

Section 4.04. Compensation. Directors shall serve without compensation.

Section 4.05. Appointment and Election of Directors; Term of Office. Each Sub-Association shall appoint one Member to serve on the Board of Directors and represent that Sub-Association. The Board Member will hold the number of votes equal to the number of Parking Permits owned by that Sub-Association. The Board of Directors will be determined at the Annual Meeting of the Members each year.

Section 4.06. Removal of Directors; Vacancies. Any vacancy occurring in the Board (by reason of death, resignation or removal of a director) shall be selected by appointment of the Member the previous Director represented. A director appointed to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office. The Directors shall not have the right to remove a director appointed by a Member, without the approval of the Member.

Section 4.07. Resignation of Directors. Any director may resign at any time by giving written notice to the Association. Such resignation shall take effect at the time the notice is received by the Association unless the notice specifies a later effective date of such resignation. Unless otherwise specified in the notice of resignation, the Association's acceptance of such resignation shall not be necessary to make it effective.

Section 4.08. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association including the maintenance, repair and replacement of the Common Areas and such other powers provided for in the Articles of Association. The Board may do all such acts and things except as prohibited by Colorado law, or by the Articles of Incorporation, or by the Articles of Association.

Section 4.09. No Waiver of Rights. The omission or failure of the Association or any Owner to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations or other provisions of the Articles of Association, Articles of Incorporation, these Bylaws or the rules and regulations adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board or the appointed managing agent shall have the right to enforce the same thereafter.

ARTICLE V MEETINGS OF THE BOARD OF DIRECTORS

Section 5.01. Place of Meeting. Meetings of the Board shall be held at the principal office of the Association or at such other place within the State of Colorado as may be fixed by the Board from time to time and specified in the notice of the meeting.

Section 5.02. Regular Meetings. A regular meeting of the Board shall be held without notice immediately after and at the same place as the annual meeting of Members. The Board may provide by resolution the time and place, either within or outside Colorado, for the holding of additional regular

meetings without other notice. The person or persons authorized to call regular meetings of the Board may fix any place, within Ridgway, Colorado, as the place for holding any meeting of the Board called by them.

Section 5.03. Special Meetings. Special meetings of the Board may be called at any time by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board may fix any place, within Ridgway, Colorado, as the place for holding any special meeting of the Board called by them.

Section 5.04. Notice. Notice of any special meeting of the Board shall be given at least two (2) days prior to such meeting by written notice either personally delivered or mailed to each director at his or her residence address, or by notice transmitted by telegraph, facsimile, electronic mail or other form of wire or wireless communication.

A director may waive notice of a meeting before or after the time and date of the meeting by a writing signed by such director. Such waiver shall be delivered to the Association for filing with the corporate records. Further, a director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless at the beginning of the meeting, or promptly upon his or her later arrival, the director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

Section 5.05. Proxies. A director shall be entitled to vote by proxy at any meeting of the Board.

Section 5.06. Quorum of Directors. A majority of the number of directors fixed in these Bylaws shall constitute a quorum for the transaction of business. A quorum should be maintained throughout the meeting.

Section 5.07. Manner of Acting. The action of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors.

Section 5.08. Presumption of Assent. A director who is present at a meeting of the Board at which action on any matter is taken shall be presumed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon his or her arrival, to the holding of the meeting or the transaction of business at the meeting and does not thereafter vote for or assent to any action taken at the meeting, (ii) the director contemporaneously requests that his or her dissent or abstention as to any specific action taken be entered in the minutes of the meeting, or (iii) the director causes written notice of his or her dissent or abstention as to any specific action to be received by the presiding officer of the meeting before its adjournment or by the Association promptly after the adjournment of the meeting. A director may dissent to a specific action at a meeting, while assenting to others. The right to dissent to a specific action taken at a meeting of the Board or a committee of the Board shall not be available to a director who voted in favor of such action.

Section 5.09. Informal Action by Directors. Any action required or permitted to be taken at a meeting of the Board or any committee designated by the Board may be taken without a meeting if a written consent (or counterparts thereof) that sets forth the action so taken is signed by both of the directors entitled to vote with respect to the action taken. Such consent shall have the same force and effect as a unanimous vote of the directors and may be stated as such in any document. Unless the consent specifies a different effective date, action taken under this Section 5.09 is effective at the time the last director signs a writing describing the action taken, unless, before such time, any director has revoked his or her consent by a writing signed by the director and received by the President or Secretary of the Association and filed with the management company.

Section 5.10. Telephonic or other Electronic Meetings. The Board may permit any director (or any member of a committee designated by the Board) to participate in a regular or special meeting of the Board through the use of any means of communication by which all directors participating in the meeting can hear each other during the meeting. A director participating in a meeting in this manner is deemed to be present in person at the meeting.

Section 5.11. Standard of Care. A director shall perform his or her duties as a director, including without limitation his or her duties as a member of any committee of the Board, in good faith, in a manner he reasonably believes to be in the best interests of the Association, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. In performing his or her duties, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by the persons herein designated. However, he shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A director shall not be liable to the Association or its Members for any action he takes or omits to take as a director if, in connection with such action or omission, he or she performs his or her duties in compliance with this Section 5.11.

ARTICLE VI OFFICERS AND AGENTS

Section 6.01. General. The officers of the Association shall be a President, a Secretary and a Treasurer, each of whom shall be a natural person eighteen (18) years of age or older. The Board or an officer or officers authorized by the Board may appoint such other officers, assistant officers, committees and agents, including a chairman of the board, assistant secretaries and assistant treasurers, as they may consider necessary. The Board or the officer or officers authorized by the Board shall from time to time determine the procedure for the appointment of officers, their term of office, their authority and duties and their compensation. An officer may hold more than one position. In all cases where the duties of any officer, agent or employee are not prescribed by these Bylaws or by the Board, such officer, agent or employee shall follow the orders and instructions of the President of the Association.

Section 6.02. Appointment and Term of Office. The officers of the Association shall be appointed by the Board after each annual meeting of the Board held after each annual meeting of the Members. If the appointment of officers is not made at such meeting or if an officer or officers are to be appointed by another officer or officers of the Association, such appointments shall be made as soon thereafter as conveniently may be. Each officer shall hold office until the first of the following occurs: (1) his or her successor shall have been duly appointed and qualified, (2) his or her death, resignation, or removal in the manner provided in Section 6.03.

Section 6.03. Resignation of Officers. An officer may resign at any time by giving written notice of resignation to the Association. The resignation is effective when the notice is received by the Association unless the notice specifies a later effective date.

Section 6.04. Removal of Officers. Any officer or agent may be removed at any time with or without cause by the Board or an officer or officers authorized by the Board. Such removal does not affect the contract rights, if any, of the Association or the person so removed. The appointment of an officer or agent shall not in itself create contract rights.

Section 6.05. Vacancies. A vacancy in any office, however occurring, may be filled by the Board, or by the officer or officers authorized by the Board, for the unexpired portion of the officer's term. If an officer resigns and his or her resignation is made effective at a later date, the Board, or officer or officers authorized by the Board, may permit the officer to remain in office until the effective date and may fill the pending vacancy before the effective date if the Board or officer or officers authorized by the Board provide that the successor shall not take office until the effective date. In the alternative, the Board, or

officer or officers authorized by the Board, may remove the officer at any time before the effective date and may fill the resulting vacancy.

Section 6.06. President. Subject to the direction and supervision of the Board, the President shall be the chief executive officer of the Association and shall have general and active control of its affairs and business and general supervision of its officers, agents and employees. The President shall preside at all meetings of the Board.

Section 6.07. Secretary. The Secretary, with the support of the management company, shall (i) prepare and maintain as permanent records the minutes of the proceedings of the Members or Board without a meeting, a record of all actions taken by a committee of the Board in place of the Board on behalf of the Association, and a record of all waivers of notice of meetings of Members and of the Board or any committee thereof, (ii) see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law, (iii) serve as custodian of the corporate records and of the seal of the Association and affix the seal to all documents when authorized by the Board, (iv) keep at the Association's registered office or principal place of business a record containing the names and addresses of all Members, (v) maintain at the Association's principal office the original or copies of the Articles of Incorporation, Bylaws, minutes of all Members' meetings and records of all action taken by Members without a meeting for the past three years, a copy of the Association's most recent corporate report filed with the Secretary of State, (vi) authenticate records of the Association, (vii) prepare, execute, certify and record amendments to the Articles of Association on behalf of the Association, and (viii) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board. Assistant Secretaries, if any, shall have the same duties and powers, subject to supervision by the Secretary. The directors and/or Members may however respectively designate a person other than the Secretary or Assistant Secretary to keep the minutes of their respective meetings.

Any books, records, or minutes of the Association may be in written form or in any form capable of being converted into written form within a reasonable time.

Section 6.08. Treasurer. The Treasurer, with the support of the management company, shall be the principal financial officer of the Association, shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the Association and shall deposit the same in accordance with the instructions of the Board. He shall receive and give receipts and acquittances for money paid in on account of the Association, and shall pay out of the Association's funds on hand all bills, payrolls and other just debts of the Association of whatever nature upon maturity. He shall perform all other duties incident to the office of the Treasurer and, upon request of the Board, shall make such reports to it as may be required at any time. He or she shall, if required by the Board, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of his or her duties and for the restoration to the Association of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the Association. He or she shall have such other powers and perform such other duties as may from time to time be prescribed by the Board or the President. The Assistant Treasurers, if any, shall have the same powers and duties, subject to the supervision of the Treasurer.

ARTICLE VII INDEMNIFICATION

Section 7.01. Indemnification. For purposes of this Article VII, a "Proper Person" means any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal, by reason of the fact that he is or was a director, officer, employee, fiduciary or agent of the Association, or is or was serving at the request of the Association as a director, officer, partner, trustee, employee, fiduciary or agent of any foreign or domestic profit or nonprofit corporation or of any

partnership, joint venture, trust, profit or nonprofit corporation or of any partnership, joint venture, trust, profit or nonprofit unincorporated association, limited liability company, or other enterprise or employee benefit plan. The Association shall indemnify any Proper Person against reasonably incurred expenses (including attorneys' fees), judgments, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement reasonably incurred by him or her in connection with such action, suit or proceeding if it is determined by the groups set forth in Section 7.04 of this Article that he or she conducted himself or herself in good faith and that he or she reasonably believed (i) in the case of conduct in his or her official capacity with the Association, that his or her conduct was in the Association's best interests, or (ii) in all other cases (except criminal cases), that his or her conduct was at least not opposed to the Association's best interest, or (iii) in the case of any criminal proceeding, that he or she had no reasonable cause to believe his or her conduct was unlawful. A Proper Person will be deemed to be acting in his or her official capacity while acting as a director, officer, employee or agent on behalf of this Association and not while acting on this Association's behalf for some other entity.

No indemnification shall be made under this Article VII to a Proper Person with respect to any claim, issue or matter in connection with a proceeding by or in the right of a corporation or in connection with any proceeding charging that the Proper Person derived an improper personal benefit, whether or not involving action in an official capacity, in which he or she was adjudged liable on the basis that he or she derived an improper personal benefit. Further, indemnification under this Section in connection with a proceeding brought by or in the right of the Association shall be limited to reasonable expenses, including attorneys' fees, incurred in connection with the proceeding.

Section 7.02. Effect of Termination of Action. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person seeking indemnification did not meet the standards of conduct described in Section 7.01 of this Article. Entry of a judgment by consent as part of a settlement shall not be deemed an adjudication of liability, as described in Section 7.02 of this Article.

Section 7.03. Groups Authorized to Make Indemnification Determination. Except where there is a right to indemnification as set forth in Sections 7.01 or 7.02 of this Article or where indemnification is ordered by a court in Section 7.05, any indemnification shall be made by the Association only as authorized in this specific case upon a determination by a proper group that indemnification of the Proper Person is permissible under the circumstances because he or she has met the applicable standards of conduct set forth in Section 7.01 of this Article. This determination shall be made by the Board by the unanimous vote of those present at a meeting. If a quorum of the Board cannot be obtained and the committee cannot be established, or even if a quorum is obtained and the directors so direct, the determination shall be made by (i) independent legal counsel selected by the Board or the committee in the manner specified in this Section 7.04 or (ii) a vote of the Members.

Section 7.04. Court-Ordered Indemnification. Any Proper Person may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction for mandatory indemnification under Section 7.02 of this Article, including indemnification for reasonable expenses incurred to obtain court-ordered indemnification. If the court determines that such Proper Person is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not he met the standards of conduct set forth in Section 7.01 of this Article or was adjudged liable in the proceeding, the court may order such indemnification as the court deems proper except that if the Proper Person has been adjudged liable, indemnification shall be limited to reasonable expenses incurred in connection with the proceeding and reasonable expenses incurred to obtain court-ordered indemnification.

Section 7.05. Advance of Expenses. Reasonable expenses (including attorneys' fees) incurred in defending an action, suit or proceeding as described in Section 7.01 may be paid by the Association to any Proper Person in advance of the final disposition of such action, suit or proceeding upon receipt of (i) a written affirmation of such Proper Person's good faith belief that he has met the standards of conduct

prescribed by Section 7.01 of this Article, (ii) a written undertaking, executed personally or on the Proper Person's behalf, to repay such advances if it is ultimately determined that he did not meet the prescribed standards of conduct (the undertaking shall be an unlimited general obligation of the Proper Person but need not be secured and may be accepted without reference to financial ability to make repayment), and (iii) a determination is made by the proper group (as described in Section 7.04 of this Article) that the facts as then known to the group would not preclude indemnification. Determination and authorization of payments shall be made in the same manner specified in Section 7.04 of this Article.

Section 7.06. Witness Expenses. The sections of this Article VII do not limit the Association's authority to pay or reimburse expenses incurred by a director in connection with an appearance as a witness in a proceeding at a time when he has not been made a named defendant or respondent in the proceeding.

Section 7.07. Report to Members. Any indemnification of or advance of expenses to a director in accordance with this Article VII, if arising out of a proceeding by or on behalf of the Association, shall be reported in writing to the Members with or before the notice of the next annual meeting of the Members.

ARTICLE VIII

PROVISION OF INSURANCE

Section 8.01. Directors and Officers. By action of the Board, notwithstanding any interest of the directors in the action, the Association must purchase and maintain insurance, in such scope and amounts as the Board deems appropriate and mandated by the state of Colorado, on behalf of any person who is or was a director, officer, employee, fiduciary or agent of the Association, or who, while a director, officer, employee, fiduciary or agent of the Association, is or was serving at the request of the Association as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, profit or nonprofit unincorporated association, limited liability company or other enterprise or employee benefit plan, against any liability asserted against, or incurred by, him or her in that capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of Article VII or applicable law. Any such insurance may be procured from any insurance company designated by the Board of the Association, whether such insurance company is formed under the laws of Colorado or any other jurisdiction of the United States or elsewhere, including any insurance company in which the Association has an equity interest or any other interest, through stock ownership or otherwise.

Section 8.02. Managing Agent. If the Association or the Board delegates powers relating to the collection, deposit, transfer or disbursement of funds to a managing agent or management company, the Association shall require:

- (a) that fidelity coverage or bonds shall be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees, and employees;
- (b) that any managing agent or management company maintain all funds and accounts of the Association separate from the funds and accounts of other associations so managed, and maintain all reserve accounts of each association so managed separate from operational accounts of each association; and
- (c) that an annual accounting for Association funds and a financial statement be prepared and presented to the Association by the managing agent, a public accountant or a certified public accountant.

ARTICLE IX MORTGAGES

Section 9.01. Notice of Unpaid Common Assessments. The Board, whenever so requested in writing by a mortgagee of a Lot, shall promptly report any then unpaid Common Assessments due from, or any other default by, the owner of a mortgaged Lot.

Section 9.02. Notice of Default. The Board, when giving notice to a Member of a default in paying Common Assessments or other default, shall send a copy of such notice to each holder of a mortgage covering such Member whose name and address has theretofore been furnished to the Board.

Section 9.03. Examination of Books. Each Member and each mortgagee of a Member shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once each month. Requested copies to be billed accordingly.

ARTICLE X MISCELLANEOUS

Section 10.01. Notice of Lien or Suit. An Owner shall give notice to the Association of every lien or encumbrance upon the Owner's Lot(s), other than for taxes and special assessments, and notice of every suit or other proceeding which may affect the title to the Owner's Lot(s), and such notice shall be given in writing within five (5) days after the Owner has knowledge thereof.

Section 10.02. Amendments. The Board shall have power, to the maximum extent permitted by the Colorado law, to make, amend and repeal the Bylaws at any regular or special meeting of the Board unless the Members, in making, amending or repealing a particular bylaw, expressly provide that the directors may not amend or repeal such bylaw. The Members also shall have the power to make, amend or repeal the Bylaws at any annual meeting or at any special meeting called for that purpose. The Secretary of the Association shall have the power to prepare, execute, certify and record amendments to the Articles of Association on behalf of the Association.

Section 10.03. Gender. The masculine gender is used in these bylaws as a matter of convenience only and shall be interpreted to include all as the circumstances indicate.

Section 10.04. Conflicts. In the event of any irreconcilable conflict between these Bylaws and either the Articles of Incorporation or the Articles of Association, the Articles of Incorporation or the Articles of Association as the case may be shall control.

Section 10.05. Controlling Law. These Bylaws are controlled by and shall always be consistent with the provisions of the Colorado Revised Nonprofit Corporation Act, the Articles of Association and the Articles of Incorporation, as any of the foregoing may be amended and supplemented from time to time.

Section 10.06. Limitations on Actions. No part of the earnings of the Association shall inure to the benefit of its directors, officers, employees, agents or other private persons except the Association is authorized to pay reasonable compensation for services rendered by such persons, except that directors shall not be compensated for services rendered as directors.

Section 10.07. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of WILLOW CREEK TRADING SUBDIVISION

SHARED PARKING ASSOCIATION, INC, have hereunto set our hands this _____ day of _____,
2018.

DIRECTORS:

Seth Cagin

Ralph Stellmacher

Sue Husch

Patrick O'Leary

**ARTICLES OF ASSOCIATION OF
THE WILLOW CREEK TRADING SUBDIVISION PARKING
MAINTENANCE ASSOCIATION, INC**

Effective Date: _____, 2018

These are the “**Articles of Association**” for The Willow Creek Trading Subdivision Parking Maintenance Association, Inc., a Colorado corporation (the “**Association**”), which have been duly adopted and authorized by the Members (designated and defined below).

**ARTICLE ONE
WILLOW CREEK TRADING SUBDIVISION/
SHARED PARKING FACILITIES**

1.1. The Willow Creek Trading Subdivision (hereinafter “**Willow Creek Subdivision**”) was formed by the plat recorded in Reception No 177032 (collectively referred to as the “**Willow Creek Plat**”). As originally formed, the Willow Creek Trading Subdivision consisted of Lot 1, Lot 2, Lot 3 and Lot 4.

1.2. The Willow Creek Plat established, depicted and described a certain Shared Parking Access Area (hereinafter “**Shared Parking Facilities Area**”) consisting of five parking spaces (“**Parking Spaces**”) for use by Lot 1, Lot 2 and Lot 3 and an easement providing ingress/egress to Lot 4 for parking on its own property. The Parking Spaces, the Shared Parking Facilities Area and the easement are collectively referred to as the “**Shared Parking Facilities**”).

1.3. The owner of Lot 1 subsequently formed the Drashan Condominium and recorded certain condominium documents, including the map recorded in Reception No. 194017 and the Condominium Declaration recorded in Reception 193921 (collectively, the “**Drashan Condominium Documents**”), further dividing Lot 1 into three separate condominium units, namely Drashan Unit 1, Drashan Unit 2, and Drashan Unit 3. The map also depicts a sixth parking space in the Shared Parking Facilities Area. This sixth space, however, was not and is not usable due to utilities installations within it.

1.4. As a result of the recordation of the Drashan Condominium documents, the Shared Parking Facilities was intended to be used and shared by the owners of Drashan Unit 1, Drashan Unit 2, Drashan Unit 3, Lot 2, Lot 3 and Lot 4 (collectively, the “**Properties**”).

1.5. The lot or unit constituting each of the Properties are benefited and burdened by the terms, conditions, provisions, restrictions and requirements set forth in these Articles of Associations.

1.6. These Articles of Association amends, replaces and supersedes any and all previous agreements, including but not limited to the Parking Agreement recorded in Reception No. 179550, that govern any aspect of use, operation and management of the Shared Parking Facilities by the Members for the benefit of the Properties.

**ARTICLE TWO
FORMATION OF THE ASSOCIATION**

2.1. The Association was duly formed with the filing of the Articles of Incorporation (“**Articles of Incorporation**”) filed with the Secretary of State on February 23, 2018 evidenced by document filing number 20181151358. The Association is also governed by its duly adopted bylaws dated _____, 2018 (“**Bylaws**”).

2.2. The Association has been formed as a Colorado nonprofit corporation under the Colorado Revised Nonprofit Corporation Act to manage, administer and operate the Shared Parking Facilities, and to manage and administer other maintenance for the Willow Creek Subdivision including but not limited to snow removal on public sidewalks, trash area maintenance, and trash removal, as may be determined by the Association, subject to the terms and conditions of these Articles of Association, the Articles of Incorporation, the Bylaws, a variance to the Town of Ridgway Parking Requirements approved by the Ridgway Planning Commission on March 27, 2018 (“**Variance**”), and a Plat Amendment approved by the Ridgway Town Council on _____ and recorded in Reception No. _____

(“**Amendment 1 to the Willow Creek Trading Subdivision: Shared Parking and Access Area**”). The Association shall serve as the governing body for all of the Members for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of Shared Parking Facilities, the levying and collection of Assessments for Common Expenses and other expenses of the Association, and such other matters as may be provided in these Articles of Association, the Articles of Incorporation, Bylaws, and any rules and regulations. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it on behalf of the Members in accordance with the provisions of these Articles of Association, the Articles and the Bylaws.

2.3. The Bylaws for the Association were adopted at the first Annual Meeting of the Association membership. Such Bylaws may be amended or repealed, in whole or in part, in the manner provided therein, and amendments to the Bylaws shall be binding on all Association members, including those who may have voted against them.

2.4. The principal office for the Association and the Registered Agent for the Association is as provided for in the Articles of Incorporation; and may be changed at any time by the Association by filing the change with the Colorado Secretary of State.

2.5. The affairs of the Association shall be managed by a Board of Directors. The number, term, and qualifications of the members of the Board of Directors shall be fixed in the Articles of Incorporation or the Bylaws. A quorum shall be deemed present throughout any meeting of the Board of Directors if persons entitled to cast at least fifty percent (50%) of the votes on the Board of Directors are present at the beginning of the meeting or grant their proxy as provided in C.R.S. Section 7-128-205(4). All regular and special meetings of the Board of Directors or any committee thereof shall be open to attendance by all Members of the Association or their representatives. The Board of Directors shall have all of the powers, authority and duties granted or delegated to it by the Act, these Articles of Association, the Articles of Incorporation or the Bylaws and shall act in all instances on behalf of the Association. The Board of Directors may not, however, act on behalf of the Association to amend these Articles of Association, to terminate the Association, or to elect members of the Board of Directors or determine the qualifications, powers and duties, or terms of office of Board of Directors members, but the Board of Directors may fill vacancies in its membership for the unexpired portion of any term. The Board of Directors may, by resolution, delegate portions of its authority to officers of the Association, but such delegation of authority shall not relieve the Board of Directors of the ultimate responsibility for management of the affairs of the Association.

2.6. The Members, by majority vote, are authorized to adopt rules and regulations governing the use and operation of the Shared Parking Facilities and the operation of the Association.

2.7. Meetings of the Association and the Board of Directors shall occur as provided for in the Bylaws.

ARTICLE THREE
MEMBERS AND MEMBERSHIP

3.1. The Members of the Association consist of the following parties (collectively, the “**Members**”):

(a) 171 N. Cora LLC, which is the current, fee simple owner of Lot 2, per the Willow Creek Plat, Town of Ridgway, Ouray County, Colorado (“**Lot 2**”).

(a) Arapahoe Partners LLC, which is the current, fee simple owner of Lot 3, per the Willow Creek Plat, Town of Ridgway, Ouray County, Colorado (“**Lot 3**”).

(b) Ridgway Chautauqua Society, Inc, which is the current, fee simple owner of Lot 4, per the Willow Creek Plat, Town of Ridgway, Ouray County, Colorado (“**Lot 4**”).

(c) The Drashan Condominiums Owners Association, Inc., a Colorado nonprofit corporation (“**Drashan Condominiums Association**”), which was formed to administer the rights and interests of the respective owners of Unit 1, Unit 2 and Unit 3 of the Drashan Condominiums, per the Drashan Condominium Documents, Town of Ridgway, Ouray County, Colorado. The parking spaces attributable to the Drashan Condominiums constitute common elements within the meaning of the Drashan Condominium Documents for the use and benefit of Unit 1, Unit 2 and Unit 3 of the Drashan Condominiums. In entering into these Articles of Association, the Drashan Condominiums Association is acting by and on behalf of the owners of Unit 1, Unit 2 and Unit 3 of the Drashan Condominiums with respect to the parking rights and interests in the Shared Parking Facilities subject to and in accordance with the Drashan Condominium Documents.

3.2. There shall be one Membership in the Association for Lot 2, Lot 3, and Lot 4 and one Membership in the Association for the Drashan Condominium Association. The person or persons who constitute the owner of Lot 2, Lot 3 and Lot 4 shall automatically be the holder of the Membership appurtenant to that Lot, and shall collectively be the “**Member**” of the Association with respect to that Property and the Membership appurtenant to that Property, shall automatically pass with fee simple title to the Property. The Drashan Condominium Association shall automatically be the Member on behalf of its three constituent owners. Membership in the Association shall not be assignable separate and apart from fee simple title to the Property, or in the case of Drashan, separate and apart from the Drashan Condominium Association. In the case of joint ownership of any Property, the Members thereof shall be entitled to only one membership.

3.3. The rights and interests of the Members are specifically tied to the respective ownership of Lot 2, Lot 3 and Lot 4, or in the case of Drashan Condominiums, to the rights and interests of the Drashan Condominium Association as the representative of its constituent owners. The rights and interests of the Members shall automatically transfer with the conveyance of a Member’s rights and interests in the Properties, without any requirement to modify or amend these Articles of Association. The rights, duties and obligations of a member, by virtue of a Member’s rights, duties and obligations as a Member of the Association shall run with title to the lot or unit constituting each of the Properties and the succeeding Member shall be benefited and burdened by such rights, duties and obligations relating to such membership interests.

3.4. The Members shall be entitled to one (1) vote in the Association for each Allocated Interest assigned to the Member’s lot or unit as indicated in attached **Exhibit “A”**. If title to a lot or unit is owned by more than one (1) Person, such persons shall collectively cast their allocated vote and such

owners shall determine among themselves who is to cast the vote. Further voting rights shall be exercised as provided for in the Bylaws.

3.5. All present or future Members, tenants, occupants, and any other person that might acquire, lease, occupy, or otherwise use in the Properties and any usage rights of the Shared Parking Facilities, or any portion thereof, or any facilities or appurtenances thereto or thereon, in any manner, shall be subject in all respects to the covenants, conditions, restrictions, reservations, easements, regulations, and all other terms and provisions set forth in these Articles of Association, the Articles of Incorporation and the Bylaws.

3.6. A Member may not withdraw from the Association in the absence of the requisite consent of the other Members and an amendment to these Articles of Association as provided for herein.

ARTICLE FOUR **PURPOSES AND POWERS OF THE ASSOCIATION**

4.1. The Association was formed to manage, administer and operate the Shared Parking Facilities, subject to the terms and conditions of these Articles of Association, the Articles of Incorporation, the Bylaws and the variance to the Town of Ridgway Parking Requirements approved by the Ridgway Planning Commission on March 27, 2018, and Amendment 1 to the Willow Creek Trading Subdivision: Shared Parking and Access Area approved by the Ridgway Town Council on _____.

(a) The purposes of the Association include (a) improving the Shared Parking Area by reconfiguring it and making physical improvements to it; and (b) clarify the on-site parking available for each of the Properties; (c) provide for future repair, maintenance, renovation, upgrade, snow removal and overall management of the Shared Parking Facilities, (d) providing for other maintenance activities that the Association deems to be of common interest to all of the Properties, including but not limited to managing snow removal from public sidewalks that border the Willow Creek Subdivision and maintenance of trash storage areas within the Willow Creek Subdivision and contracting with a waste removal service, and (e) incurring and expending funds in connection with the exercise its powers and duties hereunder, which shall constitute "Common Expenses" to be allocated among the Members.

(b) This Association is organized and operated exclusively for the above-stated purposes, and for other nonprofit purposes and no part of any income of the Association shall inure to the exclusive benefit of any private member.

4.2. In furtherance of purposes for which the Association was formed, the Association is authorized, empowered and directed to perform the following:

(a) Improve the Shared Parking Facilities Area by reconfiguring it and making physical improvements to it;

(b) Clarify the on-site parking available for each of the Properties;

(c) Provide for future management and maintenance of the Shared Parking Facilities Area; and

(d) Provide for maintenance described in 4.1. (a) (b)

4.3. In furtherance of the objectives described above, but not in limitation thereof, the Association, through its Board of Directors, shall have the power to do all things necessary and proper in Willow Creek Trading Subdivision Parking Maintenance Assoc.

connection with the operation, management, maintenance, repair, upgrade, reconstruction, snow removal and drainage of the Shared Parking Facilities. The Board may do all such acts and things except as prohibited by Colorado law, or by the Articles of Incorporation, or by the Bylaws. Such powers and duties of the Board shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the Members:

(a) To administer and enforce the terms, conditions, provisions, restrictions, uses, limitations, obligations and all other provisions set forth in the Articles of Association and supplements and amendments thereto.

(b) To incur such costs and expenses as may be necessary to keep in good order, condition and repair all of the Shared Parking Facilities

(c) To Obtain appropriate insurance for the Shared Parking Facilities and for the Association and members of the Board of Directors.

(d) To levy and collect assessments as set forth herein.

(e) To hire a community association management company.

(h) To exercise any other powers granted to it in the Articles of Association or Articles of Incorporation.

ARTICLE FIVE

OPERATION OF THE SHARED PARKING FACILITIES; RULES AND RESTRICTIONS

5.1. To fulfill its purpose, the Association applied for a Variance in connection with the provision of parking for the Properties (hereinafter “**Variance**”) to Town of Ridgway Parking Regulations that would:

(a) provide for seven parking spaces in the reconfigured Shared Parking Area;

(b) implement a system of 11 parking permits allocated among the Members who are the owners of the Properties to ensure maximum use of the Shared Parking Area;

(c) allow a second-floor residential use on Lot 2 and a second-floor residential use on Lot 3, in the Willow Creek Subdivision; and

(d) clarify the amount of on-site parking available to each of the six property owners to meet current and anticipated uses, with one permit issued for each required parking space under current zoning and subject to the Variance, upon its becoming final.

5.2. The application for the Variance was unanimously approved by the Ridgway Planning Commission on March 27, 2018, subject to two conditions, namely: (1) that the Association seek and obtain Town of Ridgway “approval and recording of a plat amendment to the Willow Creek Plat (**“Amendment 1 to the Willow Creek Trading Subdivision: Shared Parking and Access Area”**) with a cross-reference to these Articles of Association and the manner and method by which the Shared Parking Facilities are to be managed, administered and operated by the Association and (2) that the Association would undertake certain improvements to Shared Parking Facilities as described in the application for the Variance.

5.3. The map of the Shared Parking Facilities Area and the Shared Parking Facilities, after the completion of certain improvements as provided for in Section 3.4, is attached to these Articles of Association as **Exhibit “B”**. The map includes an easement on Lot 4 by the Shared Parking Area. The map also relocates and changes the dimensions of an Access easement benefiting Lot 4.

5.4. The Willow Creek Plat established certain non-exclusive perpetual easements, running for the use and benefit of the Properties and burdening those portions of the Properties necessary to accommodate the placement, use and operation of the Shared Parking Facilities within the Shared Parking Facilities Area (“**Shared Parking Facilities Easements**”). The **Amendment 1 to the Willow Creek Trading Subdivision: Shared Parking and Access Area** is amending and restating the Shared Parking Facilities Easements with the modifications to the Shared Parking Facilities Easements reflected in **Amendment 1 to the Willow Creek Trading Subdivision: Shared Parking and Access Area**. The Association is authorized and empowered to monitor, administer and insure compliance with the terms and conditions of the Shared Parking Facilities Easements as amended and restated by the Willow Creek Plat Amendment.

5.5. The Association will issue and allocate 11 parking permits. Five of the six properties in the Subdivision (Lots 2, 3 and 4, and the Drashan Condominiums Units 1 and 3) will be issued two permits each (“**Parking Permits 1-10**”). For Lot 4, the two permits will replace previously required parking within the boundaries of Lot 4. The sixth property, (the Drashan Condominiums Unit 2, aka the “Colorado Boy Building”), will be issued one permit (“**Parking Permit 11**”). The number of permits allocated to each property corresponds to the amount of off-street parking required for each property (under the current Ridgway Land Use Code as modified by the Variance.)

5.6. Parking permits can be used only by Members, residents, tenants, customers, and guests of the properties in the Subdivision.

5.7. The use of the Parking Spaces shall be available to the holders of Parking Permits 1-10 in the Shared Parking Area on a first come, first serve basis.

5.8. Costs incurred by the Association will be allocated among the four Members proportional to the number of parking permits each Member holds. Costs include annual operating expenses for maintenance, including but not limited to snow removal and property tax owed for the Shared Parking Area; an initial assessment to make improvements to the Shared Parking Area; and any annual or future special assessment that may be approved by the Association Board of Directors, as defined in the Bylaws.

5.9. Initial improvements to the Shared Parking Area will include, at a minimum, striping, signage, curb stops, and bollards to protect utility installations as needed.

5.10. In order to accommodate loading and unloading for the Sherbino, space 6 in the Shared Parking Area is assigned to the Ridgway Chautauqua Society.

5.11. Holders of permits may park in public parking spaces only when there is no available space in the Shared Parking Area.

5.12. Signage in the Shared Parking Area will state that every vehicle parked in the Shared Parking Area must display a permit in the dashboard. Vehicles not displaying a permit may be towed at the Member’s or vehicle owner’s expense.

5.13. The use of the Parking Spaces is subject to the following limitations, restrictions and requirements:

(a) Generally, the Parking Spaces are intended to allow the normal and customary flow of parking of motor vehicles from time to time, with the expectation that vehicles will be used and Parking Spaces will become available for use by other authorized persons from time to time. Motorized vehicles of any kind shall only be parked or stored in a designated Parking Space. Parking Spaces shall not be used for the long-term parking of vehicles (this provision is generally intended to allow someone to park a motor vehicle for up to two weeks while on vacation, if longer periods are anticipated, the owner should find and use other parking).

(b) Parking Spaces shall not be used for the storage of equipment, merchandise or other materials.

(c) No boats, trailers, buses, motor homes, mobile homes, campers (on or off supporting vehicles) or other recreational vehicles that do not fit clearly within the dimensions of a defined parking space shall be parked or stored in the Parking Spaces or in the Shared Parking Area. No off-road-motorcycles, snowmobiles, recreational vehicles, all-terrain vehicles, trucks, industrial or commercial vehicles (both cabs or trailers), abandoned or inoperable vehicles (as defined below), or any other similar vehicles (excepting passenger automobiles and one ton or smaller pick-up trucks) shall be parked for longer than one week or stored in the Parking Spaces or in the Shared Parking Area.

(d) No motorized vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt in a Parking Space. This restriction shall not prevent the non-commercial washing and polishing of vehicles, together with activities normally incident thereto.

(e) An “abandoned or inoperable vehicle” shall mean any motorized vehicle which does not display a current motor vehicle license or which is not capable of being driven under its own propulsion or which does not have an operable propulsion system within the vehicle. In the event that the Board shall determine that a vehicle is abandoned or inoperable, or is otherwise in violation of the provisions of this Section, a written notice of violation describing said vehicle shall be personally delivered to the vehicle owner (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner cannot be reasonably ascertained), thereafter, the Board (as the case may be) shall have the right to remove the offending vehicle, or cause the vehicle to be removed and stored, at the sole expense of the owner of the vehicle, all without liability on the part of the Board.

(f) The Board may cause any unauthorized vehicle parked in the Shared Parking Facilities Area or Parking Spaces to be immediately towed at the cost and expense of the owner of the unauthorized vehicle.

(g) The Board of Directors may adopt rules and regulations further regulating the use of the Shared Parking Facilities Area or Parking Spaces consistent with these Articles of Association.

5.14. The parties to these Articles of Association hereby pre-approve a development plan that may be proposed in the future by the Ridgway Chautauqua Society (“RCS”) that may affect the Shared Parking Area (hereinafter the “**Plan**”) provided that

- (a) the mission and purpose of the RCS has not materially changed after the effective date of these Articles of Association;
- (b) the Plan is undertaken by the RCS to support its occupancy and uses as a nonprofit organization and not for 3rd party commercial occupancy or uses;
- (c) the pre-approval expires upon the sale of either parcel owned by the RCS and does not transfer to a future Member;
- (d) the Plan will not reduce the amount of physical parking or the amount of on-site parking required by zoning that is accorded to any other party to this Agreement under the terms of these Articles of Association;
- (e) parking assigned to the Members in the Plan would be of at least equal size, dimensions as parking in these Articles of Association or as agreed upon;
- (f) the Ridgway Chautauqua Society agrees to pay for any and all related planning and construction/improvement costs and governmental approvals for any Plan it proposes that affects the Shared Parking Area, including any Zoning Variances or Plat Amendments that may be required; and
- (g) any increase in annual maintenance costs incurred due to implementation of the Plan are the responsibility of the Ridgway Chautauqua Society and not the other parties to this Agreement unless otherwise agreed upon by all parties.

ARTICLE SIX

MEMBERSHIP ASSESSMENTS

6.1. Each Member shall pay annual assessments in such amount as established by the Association through its Board of Directors. Fees will be assessed on a Calendar Year basis, commencing with partial-year assessments on August 1, 2018.

6.2. Each Member, as the owner of a lot or unit constituting the Properties, shall be deemed to covenant and agree, and each successor owner of such lot or unit, by acceptance of a deed therefore (including a public trustee's or sheriff's deed), whether or not it shall be so expressed in any such deed or other instrument of conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) Regular Assessments or charges, (2) Special Assessments, and (3) Reimbursement Assessments, such assessments to be established and collected as hereinafter provided (collectively the "**Assessments**"). No Member shall have any right to set-off against an Assessment any claims that the Member may have or may claim to have against the Association. The Assessments, together with interest, late charges, costs, and reasonable attorneys' fees, shall be a continuing lien and security interest upon the lot or unit against which each such Assessment is charged. The obligation for such payments by each Member to the Association is an independent covenant, with all amounts due from time to time payable in full without notice or demand, and without set-off or deduction of any kind or nature. Each Member is liable for Assessments made against such Member's lot or unit during his period of ownership of the lot or unit. Each Assessment, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the joint, several and personal obligation of each person who was a Member of such lot or unit at the time when the Assessment became due. Upon the transfer of title to such lot or unit, the transferor and the transferee shall be jointly, severally and personally liable for all unpaid Assessments and other charges due to the Association prior to the date of transfer, and the transferee shall be personally liable for all such Assessments and charges becoming due thereafter.

6.3. The Association has a statutory lien on the lot or unit of the Member for all Assessments levied against such lot or unit or fines imposed against such Member from the time the Assessment or fine becomes due (the “**Assessment Lien**”). Fees, charges, late charges, attorneys’ fees, fines and interest charged by the Association pursuant to these Articles of Association are enforceable as Assessments. The amount of the lien shall include all such items from the time such items become due. If an Assessment is payable in installments, the Association has an Assessment Lien for each installment from the time it becomes due, including the due date set by the Board of Director’s acceleration of installment obligations. An Assessment Lien is extinguished unless proceedings to enforce the lien are instituted within six (6) years after the full amount of Assessments becomes due.

6.4. An Assessment Lien shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed subject to these Articles of Association shall constitute a waiver of the homestead and any other exemption as against said Assessment Lien.

6.5. The Recording of these Articles of Association constitutes record notice and perfection of the statutory lien. No further recordation of any claim of lien for Assessments is required; however, a claim may be recorded at the Association’s option, in which event costs and attorneys’ fees incurred in connection with the preparation and filing of such claim shall be assessed against the lot or unit as a Reimbursement Assessment.

6.6. A Regular Assessment shall be made annually against each lot or unit, based upon an annual Budget prepared by the Board of Directors, for purposes of paying (i) the annual costs of operating and administering the Association and all other Common Expenses, (ii) reasonable reserves for contingencies, replacements, and other proper purposes, (iii) costs of improving or maintaining the Shared Parking Facilities, and reasonable reserves for such costs, and (iv) such other matters as may be reasonably determined by the Board of Directors to be the subject of a Regular Assessment. Regular Assessments shall be allocated in accordance with the Allocated Interests of each of the Properties in the Association as indicated on attached **Exhibit “A”**. Any Common Expense or portion thereof benefiting fewer than all of the Lots shall be assessed exclusively against the lots or units so benefited. If Common Expense liabilities are reallocated, Common Expense Assessments and any installment thereof not yet due shall be reallocated in accordance with the reallocated Common Expense liabilities. Regular Assessments shall be levied on a calendar year basis, except that the initial Regular Assessment period shall commence on the first day of the calendar month or quarter in which the first Lot is conveyed by Declarant to a Person other than Declarant. Regular Assessments shall be paid in installments on a monthly, quarterly or semi-annual basis, as the Board of Directors may determine from time to time, and shall be due either on the first day of each calendar month or on the first day of each calendar year quarter (January 1, April 1, July 1 and October 1), or on the first day of a semi-annual period (e.g. January 1, July 1) as appropriate. Unless and until changed to a monthly or semi-annual system by the Board of Directors, Regular Assessments shall be due and payable on the first day of each calendar quarter. Any Member acquiring a Lot between installment due dates shall pay a pro rata share of the immediately preceding installment.

6.7. The Board of Directors shall fix the amount of the Regular Assessment, using the Budget procedure described below, at least fifty (50) days before the end of each calendar year. Written notice of the Regular Assessment shall be sent to each Member. Failure of the Board of Directors timely to fix and levy the Regular Assessments for any year or to send a notice thereof to any Member shall not relieve or release a Member from liability for payment of Regular Assessments or any installments thereof for that or subsequent years as soon as the Board of Directors levies the Regular Assessment and provides notice thereof. If a duly adopted Budget is amended during the calendar year, the Board of Directors shall

provide written notice to the Members of any changes caused thereby in the remaining Regular Assessments due during that year.

6.8. Any surplus funds remaining after payment of or provision for Association expenses and any prepayment of or provision for reserves shall be carried forward as a credit against the next year's budget.

6.9. In addition to the other Assessments authorized in these Articles of Association, the Board of Directors may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, maintenance or replacement of capital improvements relating to the Shared Parking Facilities or for excess reconstruction costs or other extraordinary expenses, or for funding any operating deficit of the Association. Special Assessments shall be allocated in the same manner as Regular Assessments, that is, in accordance with the Allocated Interests of each Member, and shall be due and payable to the Association on the due date fixed by the Board of Directors in the notice given to the Members of such Special Assessment, which due date shall be no earlier than fifty (50) days after the giving of such notice.

6.10. In addition to the other Assessments authorized in this Article, the Board of Directors may levy against any Member, at any time and from time to time, a Reimbursement Assessment for purposes provided for herein, including for any damage caused to the Shared Parking Facilities. In addition to the foregoing, a Reimbursement Assessment may also be levied in the form of a reasonable fine against a Member for a violation of these Articles of Association, the Articles of Incorporation, the Bylaws, or the Rules and Regulations. If any Common Expenses are caused by the misconduct of any, the Board may assess that expense exclusively against such Member's Unit as a Reimbursement Assessment. Reimbursement Assessments shall be due and payable to the Association on the due date fixed by the Board of Directors in the notice given to the Member(s) of such Reimbursement Assessment.

6.11. Any Assessment or portion or installment thereof which is not paid when due (or for which a bad check is issued) shall be deemed delinquent and shall bear interest from and after the due date at the rate of interest set by the Board of Directors from time to time, which shall not be less than twelve percent (12%) nor more than twenty-one percent (21%) per year, and the Board of Directors may also assess a bad check charge in the amount of ten percent (10%) of the bad check or fifty dollars (\$50.00), whichever is greater. The Board of Directors may also elect to accelerate the installment obligations of any Regular Assessment for which an installment is delinquent. The Board of Directors may also suspend the delinquent Member's use of the Shared Parking Facilities and Association services or benefits. The delinquent Member shall also be liable for all costs, including attorneys' fees, which may be incurred by the Association in collecting a delinquent Assessment, which collection costs shall be added to the delinquent Assessment. The Board of Directors may but shall not be required to record a Notice of Delinquent Assessment or charge against any Lot as to which an Assessment or charge is delinquent. The Notice shall be executed by an officer of the Board of Directors, and shall set forth the amount of the unpaid Assessment or charge, the name of the delinquent Member and a description of the property. The Association shall have the option to either (i) bring an action of law against any such Member personally obligated to pay an Assessment, (ii) foreclose the lien against the Property created hereby, in the same manner in which mortgages are foreclosed in the State of Colorado, or (iii) simultaneously pursue both remedies (i) and (ii), above. The Association shall be entitled to purchase the Member's lot or unit at foreclosure. The Association may also bring an action at law against the Member personally obligated to pay the delinquent Assessment and/or foreclose the lien against said Member's lot or unit in the discretion of the Association. No Member may exempt himself or otherwise avoid liability for the Assessments provided for herein by waiver of the use or enjoyment of any of the Shared Parking Facilities or by abandonment of the Member's lot or unit against which the Assessments are made. In any action by the Association to collect Assessments or to foreclose a lien for unpaid Assessments, the court

may appoint a receiver to collect all sums alleged to be due from the Member prior to or during the pending of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pending of the action to the extent of the Association's Regular Assessments.

6.12. The Association may, but is not obligated to establish or fund reserve accounts for capital improvements or repairs to the Shared Parking Facilities. Declarant has no obligation to establish or fund any reserve accounts.

ARTICLE SEVEN **MISCELLANEOUS**

7.1. **Duration.** The term of provisions of these Articles of Association shall be perpetual.

7.2. **Amendment or Termination.** These Articles of Association may be amended or terminated only by the agreement of Members holding at least 80% of the total Allocated Interests in the Association.

7.3. **Compliance; Enforcement.** Every Member shall fully and faithfully observe, abide by, comply with and perform all of the covenants, conditions and restrictions set forth in these Articles of Association as the same or any of them may be amended from time to time. Every Member (except a Member that is delinquent in the payment of Assessments hereunder), shall have the right, acting alone or together with others having such right, to enforce, by any proceeding at law or in equity, any or all of the covenants, conditions, restrictions, assessments, charges, liens, servitudes, easements and other provisions now or hereafter imposed by these Articles of Association, and any approvals granted by the Board. Any violation of any provision, covenant, condition, restriction or equitable servitude contained in these Articles of Association, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any person entitled to enforce the provisions of these Articles of Association. This provision does not limit the remedies that may be available under these Articles of Association or at law or in equity. Each remedy provided under these Articles of Association is cumulative and not exclusive. Such enforcement rights shall include without limitation the right to bring an injunctive action for any form of injunctive relief available under Colorado law (including specific performance), or an action for damages, or both. Injunctive relief may include, without limitation, orders to stop work, orders to remove Improvements constructed in violation hereof, orders to compel performance, and any other orders appropriate under the circumstances. The Board shall have the following further rights and remedies:

(a) The right to levy and collect reasonable fines for the violation of any of the foregoing matters which shall constitute a lien upon the violator's Property. In the event that any person, including an occupant, guest, or invitee of a Lot violates the Articles of Association or Bylaws and a fine is imposed, the fine may, but need not, first be assessed against the violator; however, if the fine is not paid by the violator within the time period set by the Board, the Member shall pay the fine upon notice from the Board.

(b) The right to levy and collect a Reimbursement Assessment against any Member.

(c) The right to cut off or suspend any or all Association services or benefits to the Member until the violation is cured.

(d) The right to suspend the ability to use the Shared Parking Facilities (except access roads), until the violation is cured.

- (e) The right to suspend a Member's right to vote.

7.4. In any action brought under Section 7.3, the substantially prevailing party shall recover its reasonable expert witness and attorneys' fees and costs incurred in connection therewith. Failure by any party entitled to exercise any of the rights available to it under this Section 12.4 shall in no event be deemed a waiver of the right to do so in any other instance. The decision for the Association to pursue an enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. A decision by the Association and its Board not to enforce a particular provision shall not prevent the Association from enforcing the same provision at a later time or prevent the enforcement of any other covenant, restriction, or rule.

7.5. The provisions of these Articles of Association shall be liberally construed to effectuate its purposes of creating a common and general plan for the development, improvement, enhancement, protection and enjoyment of the Community, and to the extent possible, shall be construed so as to be consistent with the Act.

7.6. In the event of any conflict or inconsistency between the provisions of these Articles of Association and any applicable law, the respective provisions of applicable law shall govern and control and these Articles of Association shall automatically be amended, but only to the extent necessary to conform the conflicting provisions hereof with the provisions of applicable law.

7.7. The laws of the State of Colorado shall govern the interpretation, validity, performance, and enforcement of these Articles of Association. Any legal action brought in connection with these Articles of Association shall be commenced on in a court of competent jurisdiction in Ouray County, Colorado, and by acceptance of a deed to a lot or unit each Member voluntarily submits to the jurisdiction of such court.

7.8. In any action or proceeding involving the interpretation or enforcement of any provision of these Articles of Association, the substantially prevailing party shall recover its reasonable expert witness, attorneys' fees and costs and expenses incurred in connection therewith.

7.9. Any determination by any court of competent jurisdiction that any provision of these Articles of Association is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof. Where any provision of these Articles of Association is alleged to be or declared by a court of competent jurisdiction to be unconscionable, Association shall have the right by amendment to these Articles of Association to replace such provision with a new provision, as similar thereto as practicable but which in Association's reasonable opinion would be considered not to be unconscionable.

THE FOREGOING HAS BEEN APPROVED AND ADOPTED BY THE MEMBERS AS OF THE EFFECTIVE DATE.

LOT 2 OWNER:

171 N. Cora LLC

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.

COUNTY OF _____)

Subscribed to and acknowledged before me this ____ day of _____, 2018 by _____
as the _____ of 171 N. Cora LLC .

Witness my hand and official seal.

Notary Public

My commission expires: _____

LOT 3 OWNER:

Arapahoe Partners LLC

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.

COUNTY OF _____)

Subscribed to and acknowledged before me this ____ day of _____, 2018 by _____
as the _____ of Arapahoe Partners LLC .

Witness my hand and official seal.

Notary Public

My commission expires: _____

LOT 4 OWNER:

Ridgway Chautauqua Society, Inc,

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.

COUNTY OF _____)

Subscribed to and acknowledged before me this ____ day of _____, 2018 by _____
as the _____ of Ridgway Chautauqua Society, Inc, .

Witness my hand and official seal.

Notary Public

My commission expires: _____

DRASHAN CONDOMINIUMS ASSOCIATION:

The Drashan Condominiums Owners Association, Inc.,
a Colorado nonprofit corporation

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.

COUNTY OF _____)

Subscribed to and acknowledged before me this ____ day of _____, 2018 by _____
as the _____ of The Drashan Condominiums Owners Association, Inc., a
Colorado nonprofit corporation
.

Witness my hand and official seal.

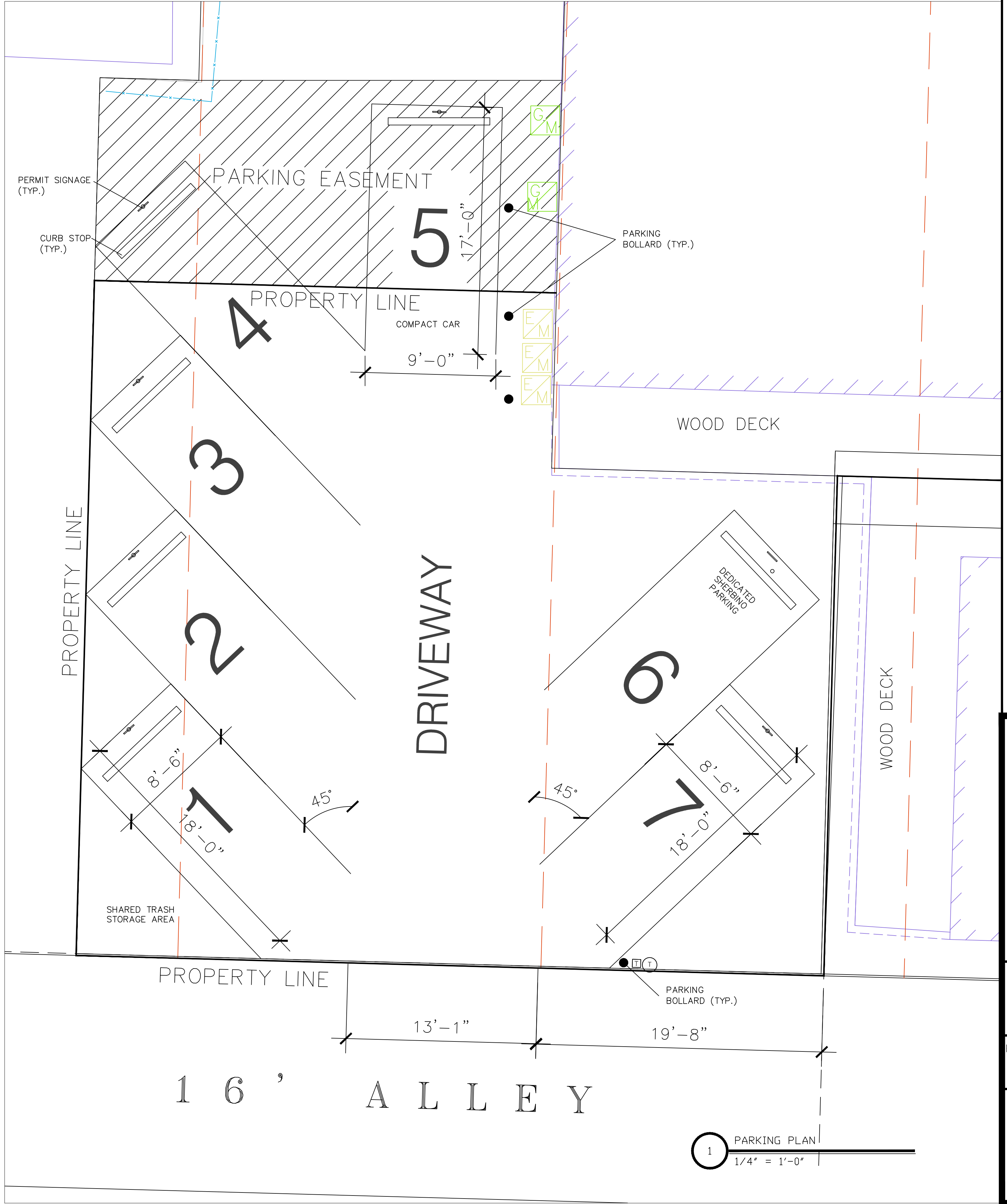
Notary Public

My commission expires: _____

EXHIBIT “A”
(Table of Allocated Interests)

Lot/Units	Number of Parking Permits	Allocated Interests	
Lot 2	2	2	
Lot 3	2	2	
Lot 4	2	2	
Drashan Unit 1	2	2	
Drashan Unit 2	1	1	
Drashan Unit 3	2	2	
Total	11	11	

EXHIBIT “B”
(Depiction of Shared Parking Facilities Area)



1 PARKING PLAN
1/4" = 1'-0"

STAFF REPORT

Request: Plat Amendment
Legal: Willow Creek Trading Subdivision, including Drashan Condominiums
Address: 161, 171, and 189 N Cora; 602, 604, and 610 Clinton St.
Parcel #s: 430516224003, 430516224002, 430516240003, 430516240002, 430516240001, 430516224004
Zone: Historic Business (HB)
Applicant: Willow Creek Trading Subdivision Parking Maintenance Association, Inc.
Owners: Arapaho Partners LLC, 171 N Cora LLC, Christopher Senior, Eka Pada LLC, and Ridgway Chautauqua Society Inc.
Initiated By: Shay Coburn, Planner
Date: June 26, 2018

REQUEST

Applicant is requesting to amend the Willow Creek Trading Subdivision plat map recorded with the Ouray County Clerk and Recorder at reception number 177032. The request is to clean up and clarify the current shared parking and access area.

This application is a result of a multi-step process. First, the owner of 171 N Cora, Seth Cagin, applied for a variance at the Planning Commission meeting on October 31, 2017. The variance request was denied as the criteria for a variance were not met. The Planning Commission encouraged the applicant to work with the neighboring building owners to make better use of the shared parking area. Mr. Cagin did that and came back to the Planning Commission on March 27, 2018 to request a variance for two parking spaces, one for a residential (planned to be a short-term rental) use on the top floor of his building at 171 N Cora and another one for a residential (planned to be a short-term rental) use within the 167 N Cora building. The variance for these two parking spaces was granted with the conditions that the Applicant apply for a plat amendment to reflect the changes proposed in the application and that the proposed improvements to the shared parking area are completed as proposed in the application. This plat amendment request is a result of these conditions.

An application was submitted May 24, 2018 accompanied by a copy of the Willow Creek Trading Subdivision and Drashan Condominiums plat maps, a copy of the current shared parking agreement, two letters from the Willow Creek Subdivision Parking Maintenance Association dated May 23, 2018, a map that will serve as an exhibit to this new parking agreement, and certificate of good standing, bylaws and articles of association for the new Willow Creek Trading Subdivision Parking Maintenance Association. The property and public hearing have been noticed in compliance with the Town Municipal Code.



CODE REQUIREMENTS

Amended plats are considered under Ridgway Municipal Code (RMC) §7.4.10(B) & (C) as follows:

- No material change in the extent, location, or type of public improvements and easements provided is made or required with the amended plat
- The requested changes are consistent with the Design Standards of the municipal code
- Any amended plats shall conform to the applicable requirements for final plats as provided in these subdivision regulations, including the minimum design standards, and shall conform to the applicable dimensional requirements of the town's Zoning Regulations.

ANALYSIS

The subject property is part of the Willow Creek Trading Subdivision with a final plat recorded in February 2002. In December of 2002, a Shared Parking Area Agreement was recorded for all three lots within the Willow Creek Trading Subdivision, leaving Lot 4 with an easement to access and provide parking on its own lot. This agreement clarified the number of spaces designated to each lot, identified that the shared parking area is on Lot 1, and provided a provision for shared maintenance. In January 2007, Lot 1 of Willow Creek Trading Subdivision was condominiumized by the Drashan Condominiums plat map and the Shared Parking Area Agreement was referenced, not changed.

The table below shows each unit that is part of the Willow Creek Trading Subdivision, the current parking requirement, and the parking required for the proposed/desired change in use.

Address	Legal Address	Current Use (sq. ft.)	Parking Required*	Desired Use (sq. ft.)	Parking Required
167 N Cora	Willow Creek Trading Subdivision Lot 3	Office/commercial (1761 sf)	0	Convert 2 nd floor into residence (≤867.5 sf)	2**
171 N Cora	Willow Creek Trading Subdivision Lot 2	Office/commercial (1560 sf)	0	Convert 2 nd floor into residence (≤787.6 sf)	2**
189 N Cora	Drashan Condominiums Unit 3	Residence (1483 sf)	2	Same	2
602 Clinton	Drashan Condominiums Unit 2	Colorado Boy Brewery (974 sf)	0	Same	0
604 Clinton	Drashan Condominiums Unit 1	Sherbino Theater (3024 sf)	0	Same	0
610 Clinton	Willow Creek Trading Subdivision Lot 4	Sherbino Theater (1409 sf)	1	Same	1
TOTAL			3	TOTAL	7

*Parking required as of today includes lawful non-conformities. Parking requirements in the HB districts were amended in 2007.

**A variance was granted to allow each of these buildings to only provide one parking space for their 2nd floor residence. The code currently requires 2 parking spaces for all units greater than 600 square feet. In 2010 the Town increased the size of Accessory Dwelling Units (ADUs) to 800 sf (Ordinance 08-2010) and retained the requirement for one off-street parking space for ADUs.

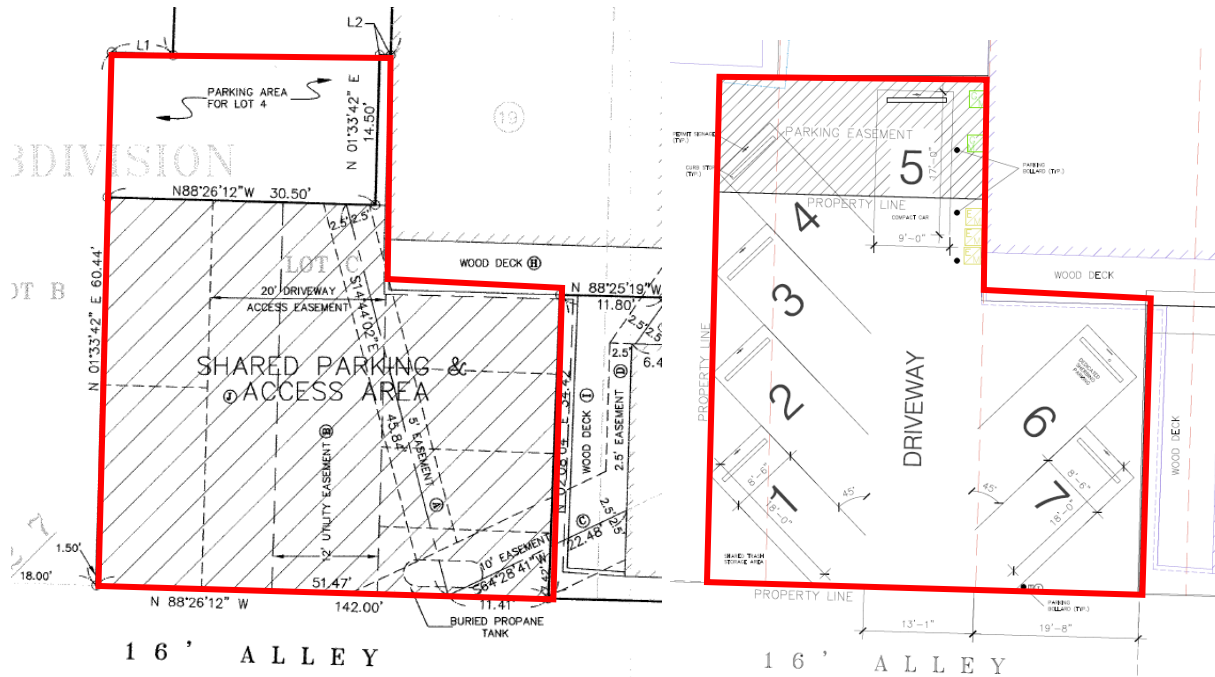
Current uses (including legal non-conformities) are required to provide a total of three spaces. Given the uses desired, these properties are collectively required to provide nine parking spaces, but with the variance granted in March 2018 they are collectively required to provide seven spaces. Per the Shared Parking Area Agreement, recorded in 2002, there are currently five dedicated off-street parking spaces, three for Lot 1

and one each for Lots 2 and 3. The shared parking agreement has not worked well as these five parking spaces are not clearly delineated or physically available on the site. The Applicant has proposed a parking area layout that would provide for six off-street parking spaces plus one parking space (space 5) that is one foot too short to meet the Town's standard size (as put forth in the Town's Standards and Specifications for parking lots). Staff supports this parking space counting toward the required parking as it meets the intent of the parking requirements and is very close to the required size given the extraneous effort to make the limited space work with the preexisting buildings and code requirements. If the Planning Commission chooses to count this slightly smaller parking spot, then the revised parking layout proposes a total of seven off-street parking spaces.

To help solve the larger issue of off-street parking, the association is proposing a parking permit system with the idea that all permit holders are required to park in an off-street space unless they are all full. This would encourage all of the off-street parking to be utilized before any public or on-street parking is used making the best possible use of the off-street parking area available. Staff applauds this effort; however, with enforcement planned to be a private matter, including prioritizing parking off-street, this will no doubt be very tricky for this newly formed association. The Town does not enforce private covenants, which often translates into very challenging enforcement issues for Owner's Associations. In addition, this proposal includes improving the current shared parking area by cleaning it up with curb stops, striping, parking space/permit signage, and parking bollards to protect existing utilities and improvements. The parking permit system proposed would issue 11 permits for the seven spaces available. The 11 permits are intended to conform with the parking requirements in the RMC today, not considering the lawful non-conformities, and including the variance granted (one space each for Lot 2 and Lot 3).

Address	Legal Address	Current/ <u>Desired</u> Use (sq. ft.)	Parking Permits
167 N Cora	Willow Creek Trading Subdibision Lot 3	1 st floor commercial (~900 sf), <u>2nd floor residence</u> (≤867.5 sf)	2
171 N Cora	Willow Creek Trading Subdibision Lot 2	1 st floor commercial (~800 sf), <u>2nd floor residence</u> (≤787.6 sf)	2
189 N Cora	Drashan Condominiums Unit 3	Residence (1483 sf)	2
602 Clinton	Drashan Condominiums Unit 2	Colorado Boy Brewery (974 sf)	1
604 Clinton	Drashan Condominiums Unit 1	Sherbino Theater (3024 sf)	2
610 Clinton	Willow Creek Trading Subdibision Lot 4	Sherbino Theater (1409 sf), <u>future expansion</u> (unknown)	2
TOTAL			11

In addition, 610 Clinton/Sherbino would like to secure the opportunity to have credit for having two off-street parking spaces (two parking permits) as they are planning for a future expansion. Currently, plans for the future expansion are unknown. Granting approvals for future unknown expansions is not recommended by staff. Furthermore, the RMC allows for a fee-in-lieu for commercial parking spaces beyond the first three that are required on site. This could be an option for future expansions.



Left: portion of current plat map to be revised; right: proposed revision of shared parking and access area

This plat amendment, if approved, would include the following:

1. Repealing and replacing of the existing 2002 shared parking area agreement recorded at reception number 179550 with the new Articles of Association of the Willow Creek Trading Subdivision Parking Maintenance Association, Inc.
2. Revision of the Shared Parking and Access Area per the submitted map that is also planned to be recorded as an exhibit of the Amendment 1 and the Articles of Association. This includes rearranging the layout of the parking spaces, adding some bollards, shared trash storage area, curb stops, and signage. This also includes adding an easement on Lot 4 that will be utilized as part of the shared parking and access area. As such, the 20' Driveway and Access Easement and the "Parking Area for Lot 4" note will be removed as they will no longer be needed. Easements A, B and C will remain unchanged.
3. Amending Plat Note J to read:

Current: The area designated as Shared Parking Area as included on Lot 1 shall be constructed as delineated, with a center isle of no less than 20 feet in width. All off-street parking requirements of Section 7-3-10(C)(1) shall be met, with respect to residential units within the subdivision and designated parking for such residential units.

New: The area designated as Shared Parking and Access Area as indicated on Lot 1 and Lot 4 shall be constructed as delineated in Exhibit A of this Amendment 1.

4. Amending Plat Note K to read:

Current: The owners of Lots 1, 2, 3 and 4 shall have ingress and access to their respective parking spaces as delineated on site. No fences or other impediments shall be constructed within the Shared Parking Area. Lot 4 parking area will be on Lot 4.

New: The owners of Lots 1, 2, 3 and 4 shall have ingress and access to their respective parking spaces as delineated by Exhibit A of this Amendment 1.

5. Amend General Plat Note 2:

Current: There is one dwelling unit allowed on Lot 1 and one dwelling unit on Lot 4, other dwelling units created or requested at any time shall comply with the requirements of Municipal Code Section 3-4-1(B).

New: The maximum number of dwellings units allowed is four (4) for which applicable excise tax has been paid.

STAFF RECOMMENDATION

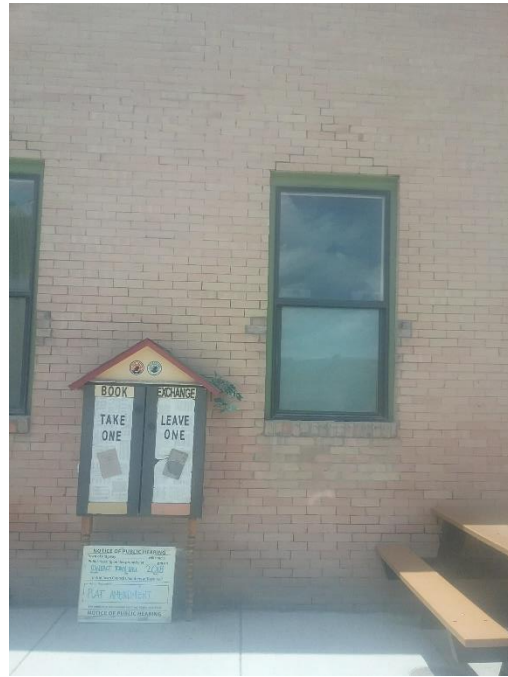
The Applicant has done a lot of work to reconcile and clean up existing documents and procedures offering a better solution to the shared parking area use and maintenance. This plat amendment will replace the existing parking agreement and with the easement on Lot 4 and some reconfiguration will add additional off-street parking spaces, making the best use of the existing shared parking and access area.

Staff recommends that the Planning Commission recommend approval of this plat amendment to the Town Council, subject to a final review by the Town Attorney of: Amendment 1 of the Willow Creek Trading Subdivision and the Association Articles and Bylaws, and incorporation of any requested changes. While this plat amendment will allow for changes in use on Lots 2 and 3 of the Willow Creek Trading Subdivision, it does not approve future changes in use or expansions and their associated parking requirements.

EXHIBITS

Exhibit 1 – Draft Amendment 1 to the Willow Creek Trading Subdivision Final Plat and Repealing and Replacing the 2002 Shared Parking Agreement Between Lots 1, 2, and 3 of the Willow Creek Subdivision







Properties posted starting at 167 N Cora moving north and then west to 610 Clinton St.

DRAFT

**AMENDMENT 1 to the WILLOW CREEK TRADING SUBDIVISION FINAL PLAT AND
REPEALING AND REPLACING THE 2002 SHARED PARKING AGREEMENT BETWEEN
LOTS 1, 2 AND 3 OF THE WILLOW CREEK SUBDIVISION**

Whereas, the plat map entitled “Willow Creek Trading Subdivision” was executed by Richard E. Fike as Declarant on the 18th day of December, 2001, and the Town of Ridgway on the 29th day of January, 2002, and was recorded in the Ouray County Clerk and Recorder on the 21st day of February, 2002 at Reception Number 177032; and

Whereas, the Owners of Lots 1, 2, and 3 of the Willow Creek Trading Subdivision, entered into a Shared Parking Area Agreement recorded on December 12, 2002 at Reception Number 179550; and

Whereas, it is desired by the property owners of all lots within the Willow Creek Trading Subdivision, including: Lot 1, now referred to as the Drashan Condominiums Subdivision recorded in Ouray County records on January 23, 2007 at Reception Number 194017, Lot 2, Lot 3 and Lot 4, to amend the Willow Creek Subdivision Plat Map and also repeal and replace the 2002 Shared Parking Area Agreement to allow for additional usable parking spaces and put forth an active management structure for the Shared Parking & Access Area; and

Whereas, the current Shared Parking Area Agreement, including the Shared Parking and Access Area Map, does not function well; and

Whereas, it is desired by the property owners of all lots within the Willow Creek Trading Subdivision to amend Plat Notes J, K and General Plat Note 2 of the Willow Creek Trading Subdivision Plat Map to reflect the desired changes in the shared parking and access area; and

Whereas, the property owners within the Willow Creek Trading Subdivision desire to create a legal entity to administer and manage the shared parking arrangement and have therefore created the Willow Creek Trading Subdivision Parking Maintenance Association, Inc. a Colorado Corporation; and

Whereas, Lot 4 had its own dedicated onsite parking area on the Willow Creek Trading Subdivision Plat Map and was not a participant or signatory with the original 2002 Shared Parking Area Agreement, and Lot 4 will now participate in the Willow Creek Trading Subdivision Parking Maintenance Association, Inc., including dedication of an easement on Lot 4 for the benefit of the Willow Creek Trading Subdivision Parking Maintenance Association, Inc.; and

Whereas, pursuant to §7-4-10 of the Ridgway Municipal Code Plat Amendments are reviewed and approved by the Ridgway Planning Commission and Town Council.

Now, therefore,

1. The 2002 Shared Parking Area Agreement recorded with the Ouray County Clerk and Recorder at reception number 179550 is repealed and replaced by Articles of Association of the Willow Creek Trading Subdivision Parking Maintenance Association, Inc. recorded by the Ouray County Clerk and Recorder at reception number _____.
2. The Shared Parking & Access Area on the Willow Creek Trading Subdivision plat map recorded with the Ouray County Clerk and Recorder at reception number 177032 is amended per Exhibit A, as attached herein.
3. The Owner of Lot 4 dedicates a Parking and Access Easement for the benefit of Willow Creek Trading Subdivision Parking Maintenance Association, Inc., as shown on Exhibit A of this Amendment 1.
4. Plat Note J in the "Plat Notes Regarding Shared Parking Area" note of the Willow Creek Trading Subdivision recorded at Reception Number 177032 is amended to read, in its entirety, as follows:

The area designated as "Shared Parking & Access Area" as indicated on Lot 1 and Lot 4 shall be constructed as delineated in Exhibit A of this Amendment 1.

5. Plat Note K in the "Plat Notes Regarding Shared Parking Area" note of the Willow Creek Trading Subdivision recorded at Reception Number 177032 is amended to read, in its entirety, as follows:

The owners of Lots 1, 2, 3 and 4 shall have ingress and access to their respective parking spaces as delineated by Exhibit A of this Amendment 1.

6. General Plat Note 2 is amended to read, in its entirety, as follows

The maximum number of dwellings units allowed is four (4) for which applicable excise tax has been paid.

Except as herein expressly modified, all other Plat Notes remain in full force and effect according to the original Plat.

Dated this _____ day of _____, 2018.

Approved by the Planning Commission on _____, 2018.

Approved by the Town Council on _____, 2018.

Town of Ridgway, Colorado

Attest:

By: _____
Mayor John I. Clark

By: _____
Town Clerk, Pam Kraft

STATE OF COLORADO)
)
COUNTY OF OURAY) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by John Clark, Mayor of the Town of Ridgway, Colorado and Pam Kraft, Town Clerk of the Town of Ridgway Colorado.

Witness my hand and official seal.

[SEAL]

Notary Public

Willow Creek Trading Subdivision, Lot 2

By: _____
171 N Cora LLC

STATE OF COLORADO)
)
COUNTY OF OURAY) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____, 171 N Cora LLC.

Witness my hand and official seal.

[SEAL]

Notary Public

Willow Creek Trading Subdivision, Lot 3

By: _____
Arapahoe Partners LLC

STATE OF COLORADO)
)
COUNTY OF OURAY) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____, Arapahoe Partners LLC.

Witness my hand and official seal.

[SEAL]

Notary Public

Willow Creek Trading Subdivision, Lot 4

By: _____
Ridgway Chautauqua Society, Inc.

STATE OF COLORADO)
)
COUNTY OF OURAY) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____, Ridgway Chautauqua Society, Inc.

Witness my hand and official seal.

[SEAL]

Notary Public

Drashan Condominiums Association (Willow Creek Subdivision, Lot 1)

By: _____
President, Drashan Condominiums Association, Inc.

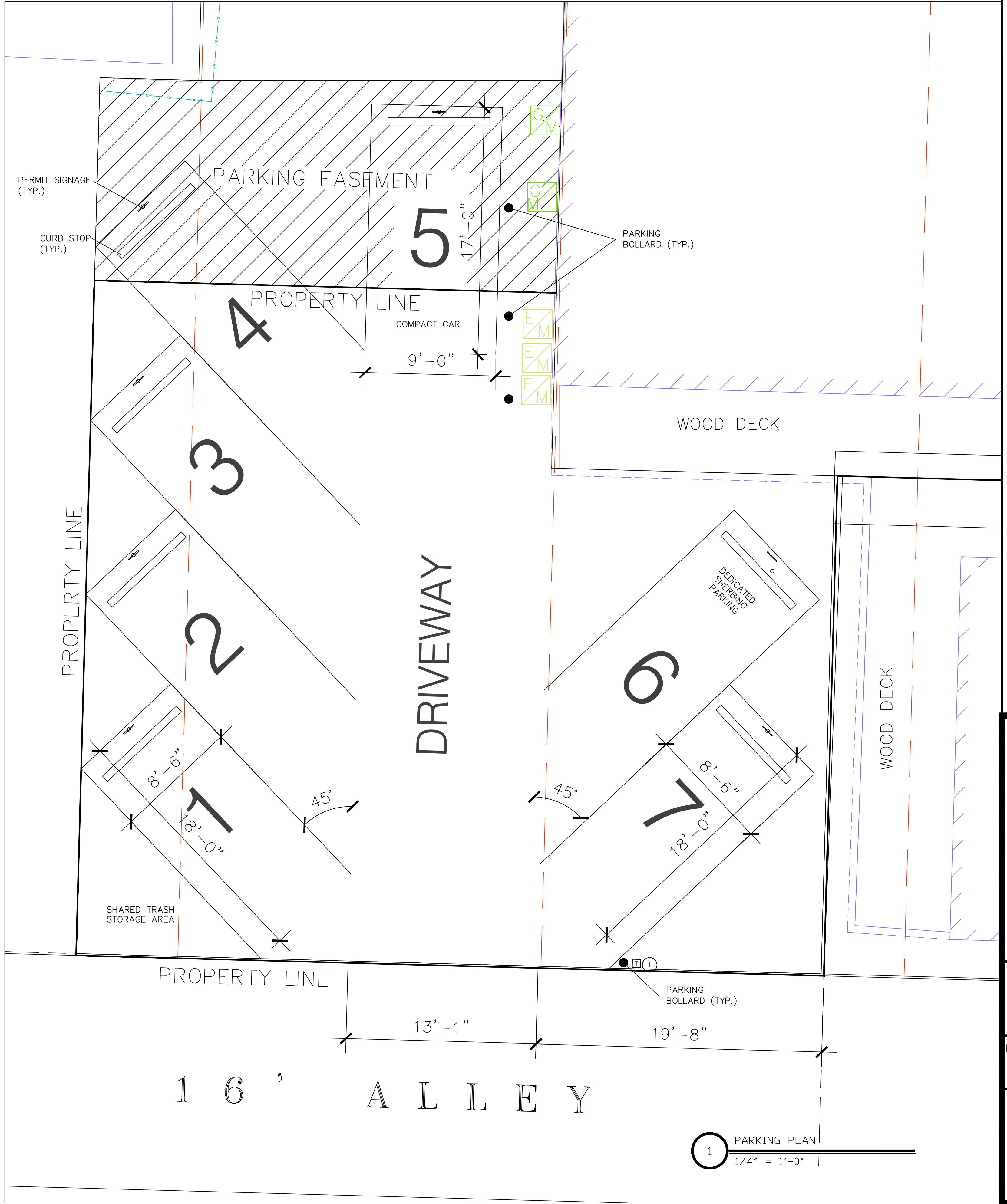
STATE OF COLORADO)
)
COUNTY OF OURAY) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____, President, Drashan Condominiums Association, Inc.

Witness my hand and official seal.

[SEAL]

Notary Public



1 PARKING PLAN
1/4" = 1'-0"

RIDGWAY

Parking Assessment

Prepared by DHM Design & SET Engineering
June 2018



DHM DESIGN

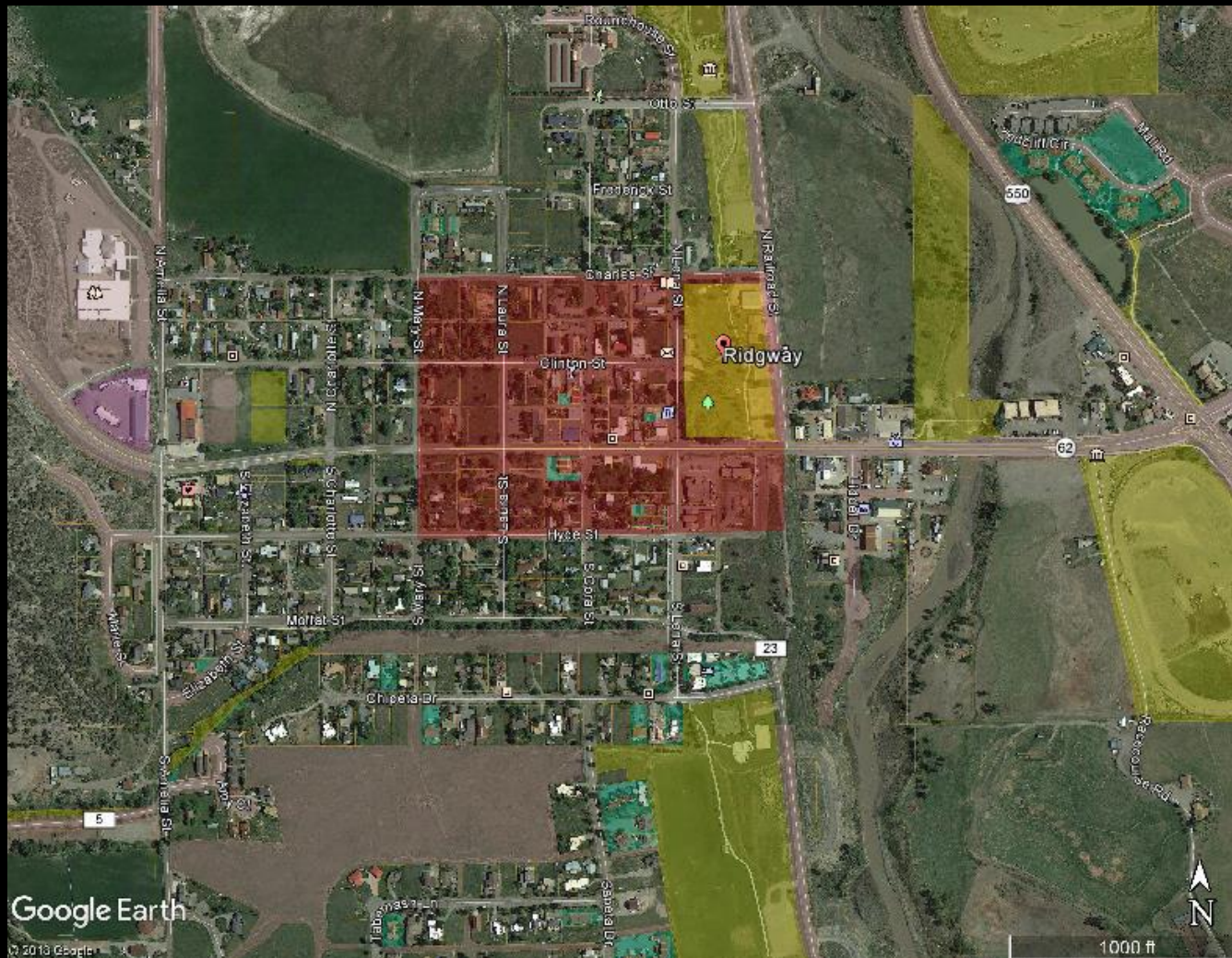


Intent of Parking Assessment:

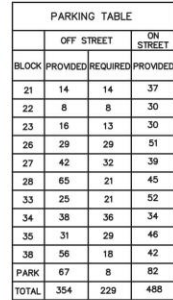
- Evaluate ex. Conditions and Demand
- Identify Issues and Future Needs
- Provide Recommendations



- **Charles St. to Hyde St. (North to South)**
- **Railroad St. to Mary St. (East to West)**



EXISTING PARKING CONDITIONS



EXISTING OFF STREET PARKING SPACES
 OFF STREET PARKING SPACES REQUIRED
 ON-STREET PARKING SPACES PROVIDED
 RESIDENTIAL
 RESIDENTIAL/COMMERCIAL
 COMMERCIAL
 VACANT
 PARKING AREA/UNLISTED
 PARK

THE "SPACE TO CREATE SITE" ON THE NORTHWEST CORNER OF CLINTON ST. & LAURA ST. IS SHOWN AS (37) SPACES OFF-STREET; THESE PUBLIC SPACES WILL GO AWAY WHEN THE SITE IS DEVELOPED.



REVISIONS:	
#	DATE DESCRIPTION

**TOWN OF RIDGWAY, CO
PARKING ANALYSIS PLAN
RIDGWAY, CO**



SET
ENGINEERING LLC

PLAN NO.
EX01

Project:
Date: 06-24-2018
Drawn By: ABR
Checked By: ABR

FOR REVIEW ONLY
NOT FOR
CONSTRUCTION

Summary of Findings:

-Existing Parking Meets Currents Needs

EXISTING PARKING CAPACITY			
Off-Street Parking Spaces	On-Street Parking Spaces	Total Available	Required By Code Off-Street
354	488	842	229

Summary of Findings:

- Hubs of Activity cause issues at certain times of the day.
- There are a large number of parking spaces within 2 blocks of the central Hubs of Activity in downtown.
- On-street parking on Laura is generally vacant.
- Parking during events can be a challenge.
- Employees park in front of businesses and take up spots visitors/patrons could be using.

Hubs of Activity:



Summary of Findings:

-Hubs of Activity cause congestion at certain times of the day.



Summary of Findings:

- There are a large number of parking spaces within 2 blocks of the central Hubs of Activity in downtown.
- On-street parking on Laura is generally vacant.



Summary of Findings:

- Employees park in front of businesses and take up spots visitors/patrons could be using.
- Parking during events can be a challenge.



Analysis of Current Parking Utilization

The Effective Parking Supply (EPS) in the study area was examined and is represented in the chart below. EPS is the cushion that allows for vacancies created by restricting parking spaces to certain users (reserved spaces), misparked vehicles, minor construction, and debris removal.

EFFECTIVE PARKING SUPPLY COUNT

EPS of Existing Spaces Provided in Study Area

488 total spaces X 85% (EPS¹ for on-street) = 415* On-street Parking Spaces

354 total spaces X 90% (EPS¹ for off-street) = 319* Off-street Parking Spaces

842 total existing spaces (on-street and off-street) = 733* Parking Spaces

-A busy downtown has a utilization rate of 85%-95%. This means people are frequenting the business but there are still parking spaces available and parking is turning over so visitors don't spend extra time circling for a space.

Walker Parking Consultants - Downtown Parking Master Plan for Farmington, Michigan



Analysis of Current Parking Utilization

Dates Analyzed:

- August 25, 2017, a Friday, during a Farmer's Market event.
- May 5, 2018, a Saturday morning.
- May 11, 2018, a Friday mid-day.
- May 24, 2018, a Thursday mid-day
- June X, 2018, TBD

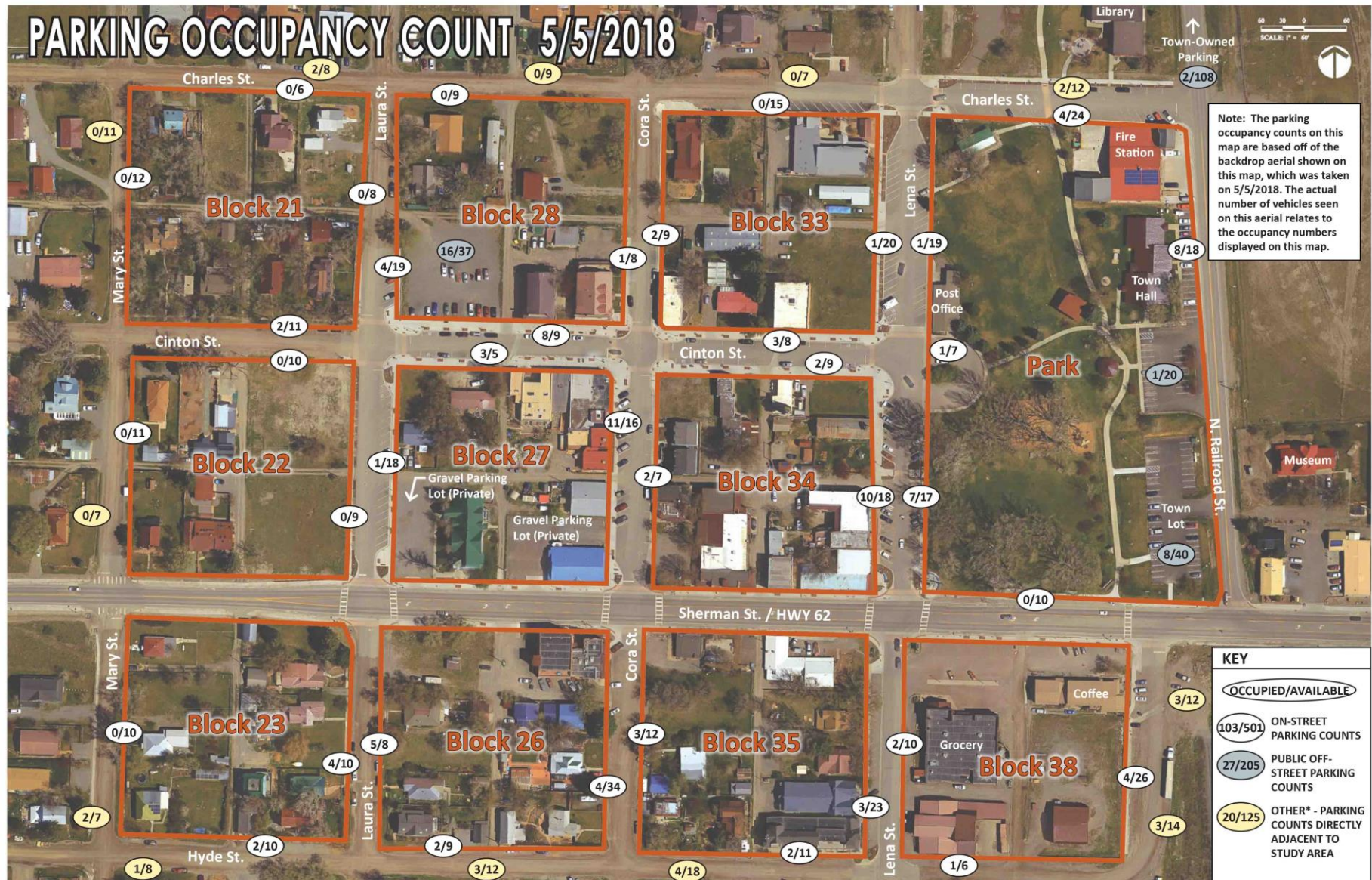
Average Occupancy Count Results

31% of available on-street parking spaces are filled

32% of available off-street public parking spaces are filled

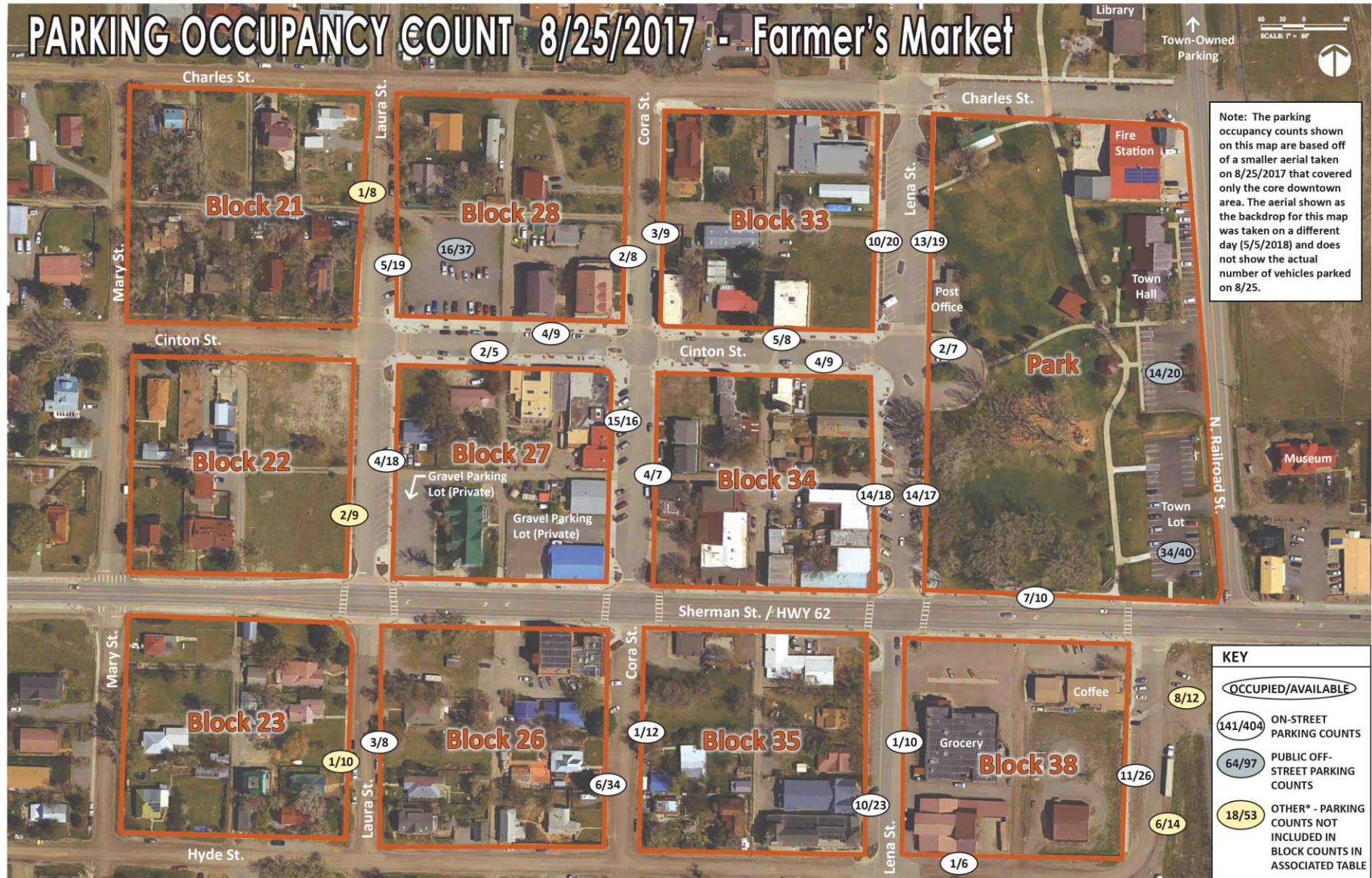
Utilization 24% of available on-street parking spaces are filled
15% of available off-street public parking spaces are filled

24% of available on-street parking spaces are filled
15% of available off-street public parking spaces are filled



Utilization

41% of available on-street parking spaces are filled
74% of available off-street public parking spaces are filled



Utilization

Parking Occupancy Count 5/5/2018

5/5/2018 Parking Counts (On-Street)					
Block	Provided	*EPS Factor	*EPS	Used	Ratio
21	37	85%	31	2	6.45%
22	30	85%	26	0	0.00%
23	30	85%	26	6	23.08%
26	51	85%	43	11	25.58%
27	39	85%	33	15	45.45%
28	45	85%	38	13	34.21%
33	52	85%	44	6	13.64%
34	34	85%	29	14	48.28%
35	46	85%	39	8	20.51%
38	42	85%	36	7	19.44%
Park	95	85%	81	21	25.93%
Other*	125	85%	106	20	18.87%
Total	626	85%	532	123	23.12%

5/5/2018 Parking Counts (Public Off-Street)					
Block	Provided	*EPS Factor	*EPS	Used	Ratio
28	37	90%	33	16	48.48%
Park	60	90%	54	9	16.67%
North of Library Parking	108	90%	97	2	2.06%
Total	205	90%	185	27	14.59%

Parking Occupancy Count 8/25/2017 (Farmer's Market)

8/25/2017 - Farmer's Market Parking Counts (On-Street)					
Block	Provided	*EPS Factor	*EPS	Used	Ratio
26	51	85%	43	9	20.93%
27	39	85%	33	21	63.64%
28	45	85%	38	11	28.95%
33	52	85%	44	18	40.91%
34	34	85%	29	22	75.86%
35	46	85%	39	11	28.21%
38	42	85%	36	13	36.11%
Park	95	85%	81	36	44.44%
Other*	53	85%	45	18	40.00%
Total	457	85%	388	159	40.98%

8/25/2017 - Farmer's Market Parking Counts (Public Off-Street)					
Block	Provided	*EPS Factor	*EPS	Used	Ratio
28	37	90%	33	16	48.48%
Park	60	90%	54	48	88.88%
Total	97	90%	87	64	73.56%

Future Analysis:

PARKING RATIO TABLE WITH GROWTH

	Parking Ratio	Square Footage	Total Spaces to Meet Ratio	Spaces Provided	Parking Available
Current Conditions - 2016	2.2	252,780	556	733	177
5% Growth - 2019	2.2	265,419	584	741	157
10% Growth - 2022	2.2	278,058	611	748	137
25% Growth - 2030	2.2	318,975	695	763	68
50% Growth - 2044	2.2	379,170	834	802	-32 (needed)

Recommendations:

Education

- Educate employees to leave spaces open in front of businesses.
- Provide maps for business owners that show close outlying parking locations that are connected along a lighted sidewalk.



Recommendations:



Recommendations:

Education

- Adding more painted symbols on bike lanes.
- Add diagonal parking signs to one side of the gravel streets to organize people and increase supply.
- Encourage some existing off-street lot owners to add ADA parking space.
- Improve wayfinding for parking to public lots and low-use areas.

Recommendations:

Enforcement

- Enforce parking violations by Town.**

Code Considerations

- Require residential and lodging uses to provide off-street parking spaces at rate based on bedrooms and not SF.**
- Consider reductions for certain types of project: affordable housing, public project, dense multi-family.**

Recommendations:

Code Considerations

- Restructure the code to require installation of paved sidewalks and on-street parking adjacent to new developments.
- Reduced parking requirement for adaptive reuse buildings to incentive restoration of properties with important character.

Recommendations:

Restrictions

-Consider signed two hour parking in hubs of activity. Helps with turnover of spaces and discourages people from parking all day in front of business.

Lena between Sherman and Clinton
Cora between Sherman and Clinton
Clinton between Laura and Cora



Recommendations:

Create Additional Parking

-Organize parking on street with diagonal on one side. To be designated to correspond with the turning movement off Sherman. This would get visitors to the most parking, most efficiently.



Recommendations:

Create Additional Parking, Continued

- Investigate leasing land for parking on vacant lots near or within the study area.
- Encourage shared parking. Between private businesses and between less used off-street spaces and Town. Should be benefit to both parties.



Recommendations:

Encourage Alternate Modes of Transportation

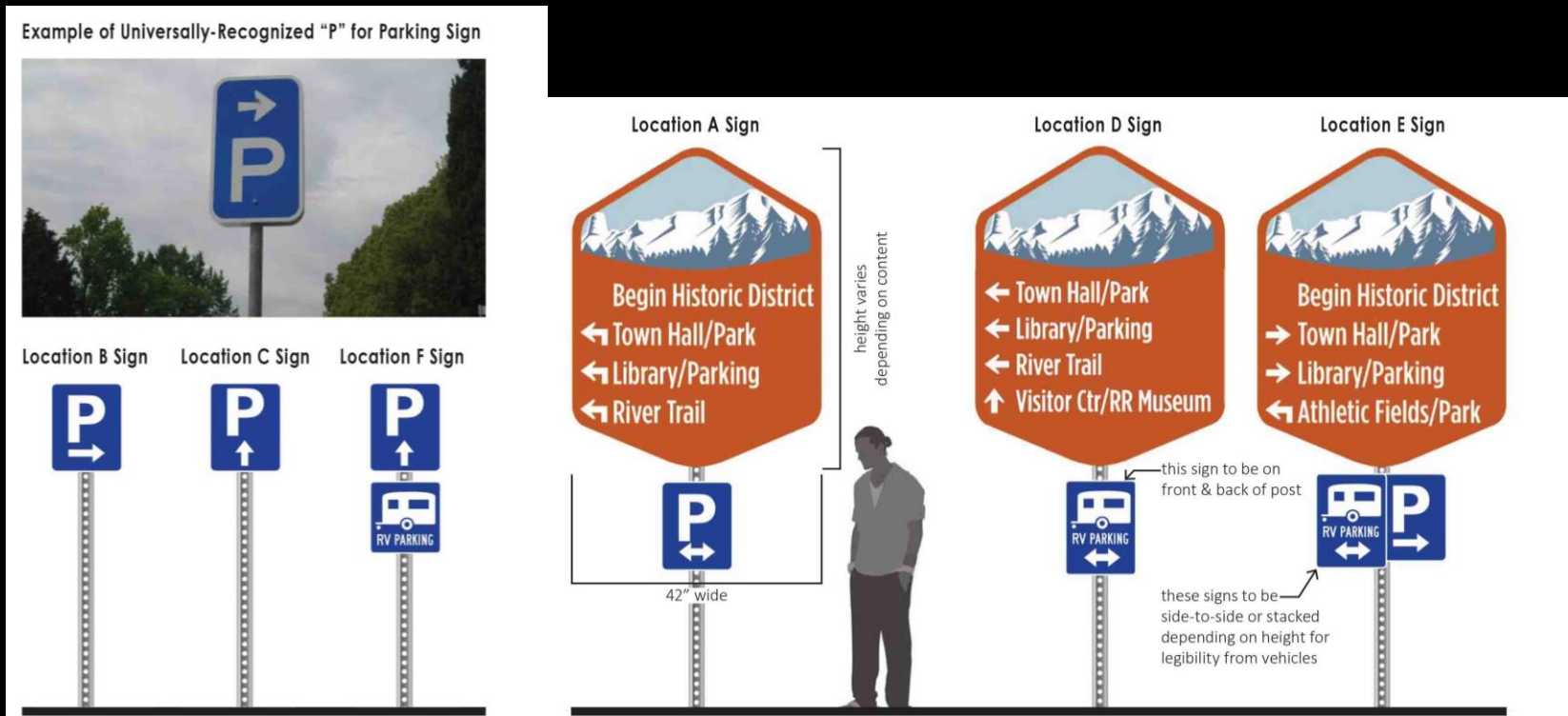
- Promote use of existing racks
- Covered bike parking
- Large volume bike racks in Hartwell Park
- Consider on-street bike parking
- Complete sidewalks in study area that connect to on street parking.
- Partner with business to incentivize riding.



Recommendations:

Wayfinding

-Add universal parking signs to existing wayfinding signs on Sherman and at key intersections. People with oversize vehicles are willing to park in designated areas if there is clear direction.



Recommendations:

Wayfinding



Recommendations:



EVENT PARKING PLAN

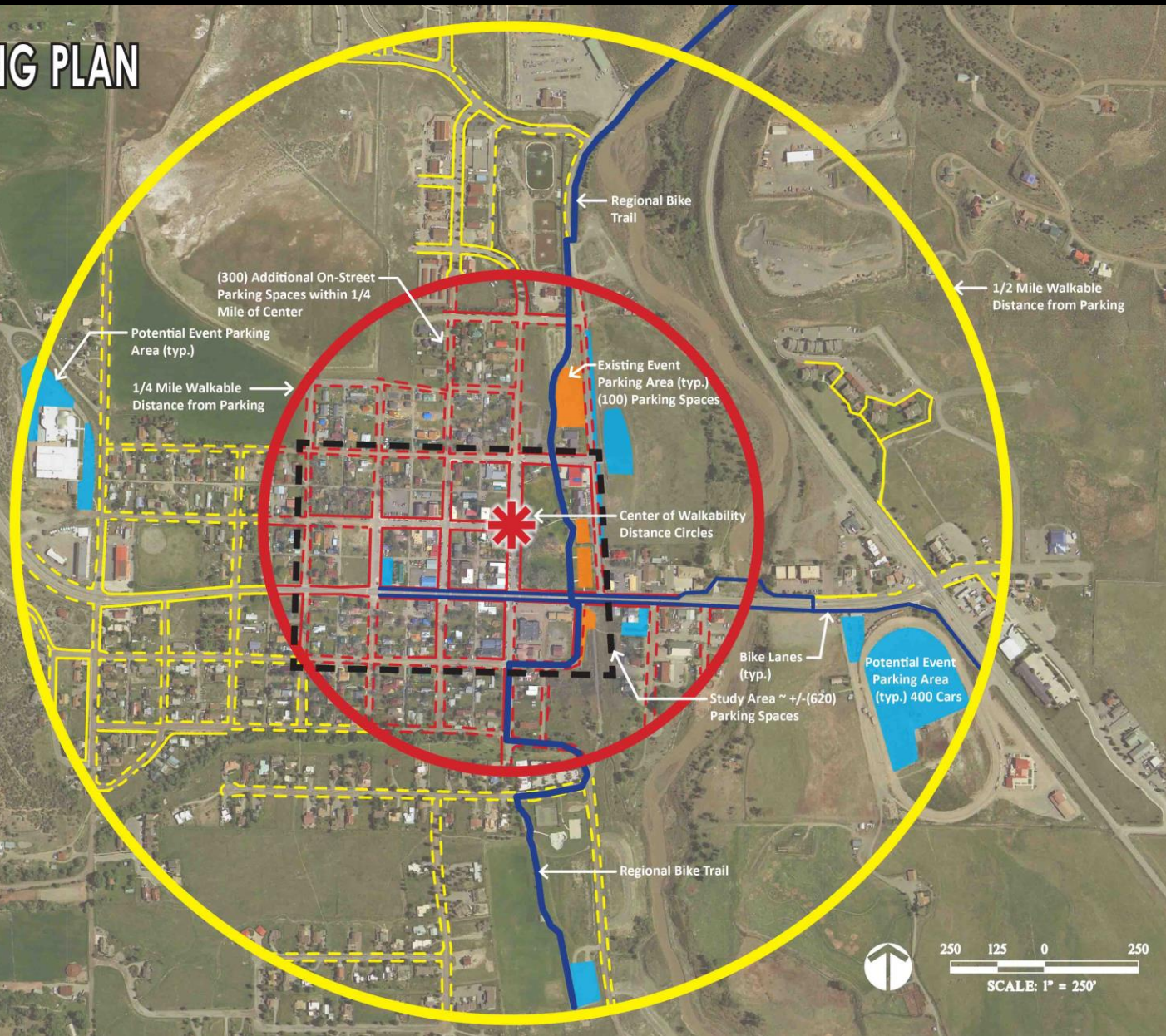
ASSUMPTIONS

- 2,000 people at a large park event
- 2.6 people/car = 770 cars
- Public parking spaces available within the study area is about +/- 620
- Parking spaces within 1/4 mile walking distance (about a 5 minute walk) offer an additional 400 spaces for a total of 1,000 +/- spaces provided
- Parking within a 1/2 mile can accommodate over 3,000 visitors for an event
- It is recommended that Ridgway finish paving the sidewalks to any outlying parking areas to encourage increased usage of these areas

*These numbers assume that large unpaved parking areas would be organized and managed with delineated parking spaces during events to maximize available parking supply. Numbers have been reduced to account for EPS (Effective Parking Supply).

KEY

-  CENTER OF WALKABILITY DISTANCE CIRCLES (HARTWELL PARK)
-  1/4 MILE WALKABLE DISTANCE FROM PARKING (~5 MIN.)
-  1/2 MILE WALKABLE DISTANCE FROM PARKING (~10 MIN.)
-  PROJECT STUDY AREA
-  PAVED SIDEWALKS & ON-STREET PARKING WITHIN A 1/4 MILE DISTANCE
-  UNPAVED SIDEWALKS & ON-STREET PARKING WITHIN A 1/4 MILE DISTANCE
-  PAVED SIDEWALKS & ON-STREET PARKING WITHIN A 1/2 MILE DISTANCE
-  UNPAVED SIDEWALKS & ON-STREET PARKING WITHIN A 1/2 MILE DISTANCE
-  REGIONAL BIKE TRAIL
-  BIKE LANES
-  EXISTING EVENT PARKING
-  POTENTIAL SHARED USE EVENT PARKING



Recommendations:

Event Parking

-Provide paved sidewalks from outlying parking areas. Continue to add trees for shade and lighting to make these areas more desirable and safe for parking.



Recommendations:

Event Parking

-Use temporary striping, signage, and staff to organize visitor's during events. Parking efficiency increases an average of 30% with this strategy.

If parked by an attendant = 130 cars/acre

If striped but unattended = 100-120 cars/acre

-Pick-up/Drop-off Areas for Vendors.



Recommendations:

Event Parking, Continued

- Provide a shuttle service from large outlying parking lots during events.
- Provide valet bike parking and storage or other incentives to encourage less vehicles downtown.
- Educate vendors to unload and then park in an outlying area.



Conclusion:

Strategies

- Education
- Shared Parking
- Promote Means of Alternative Transportation
- Promote Ridgway's Existing Walkability
- Consider Two-Hour Limits (when and where needed)
- Manage Event Parking

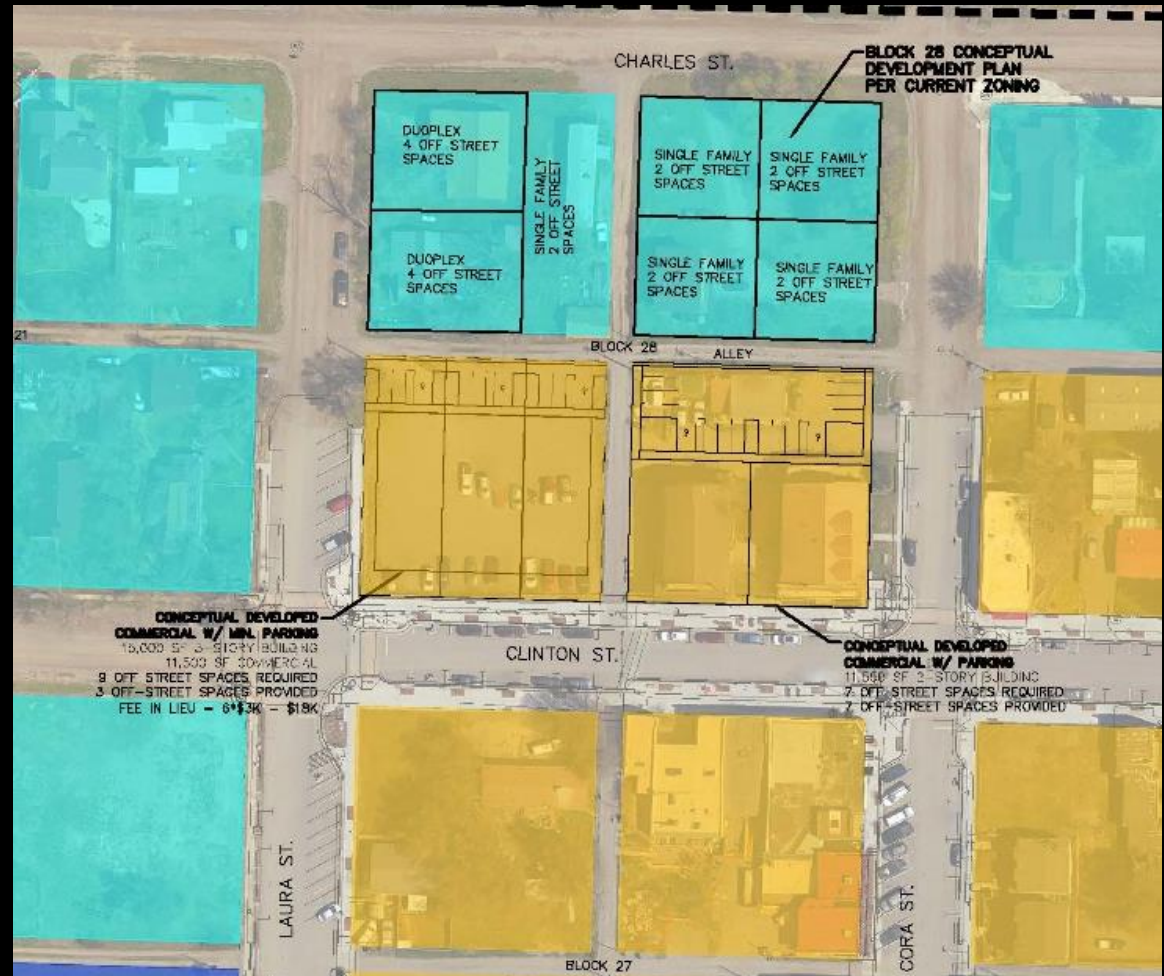


Future Analysis: In-lieu fee for full build out.

If developers chose in-lieu fees and incorporated minimum parking. The Town would be short 400 parking spaces and only have \$1.2M in fees. Approx. 1,000,000 SF of mixed use space would be added.

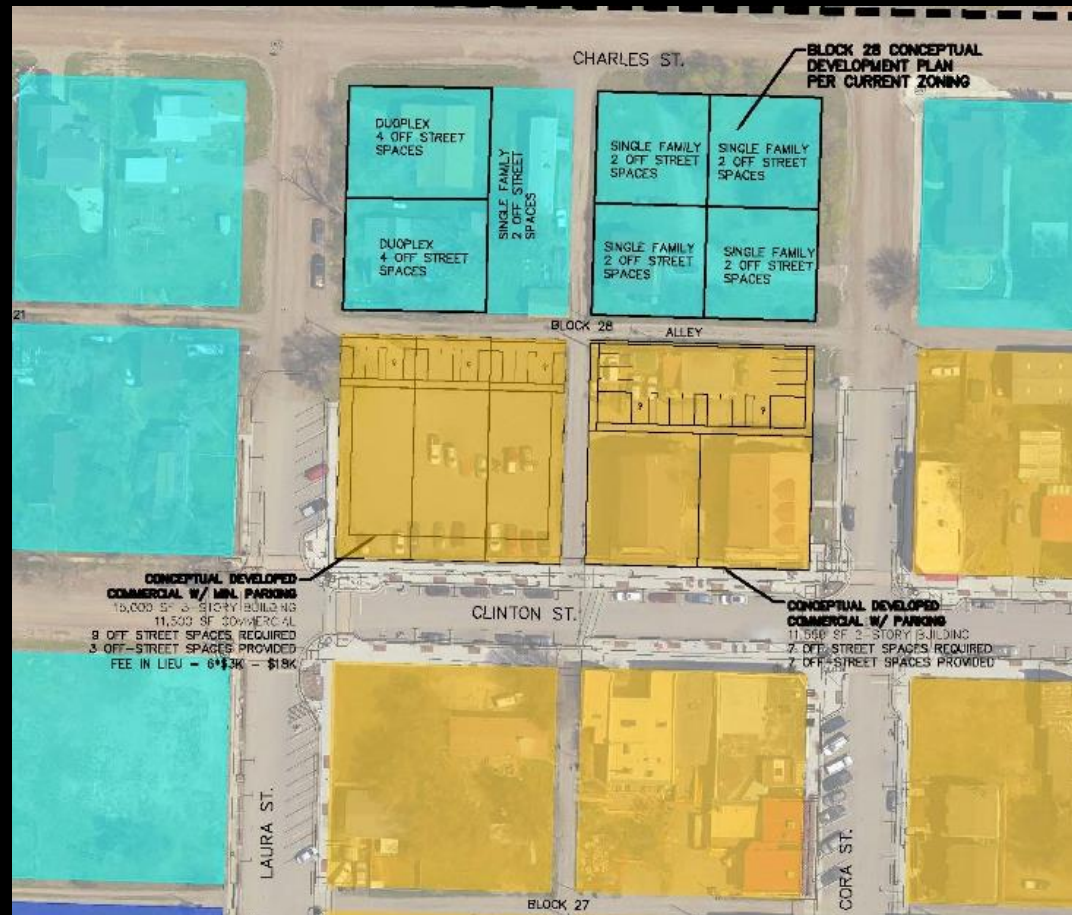
400 spaces X
\$20k/space for a
Parking garage =
\$8M.

400 spaces X
\$4k/space for a
Surface lot =
\$1.6M.



Future Analysis: Meet off-street requirement for full build-out.

If developers chose to meet code with surface lots, 154 off-street parking spaces would be added. The Town and Developer would only be able to add 250,000 SF+/- of mixed use space.



Future Analysis: Balance.

Balance fees with off-street parking – mixed use.

1st Floor – retail with covered parking off alley

2nd Floor – commercial (largest SF)

3rd floor – residential with setbacks



PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING

May 29, 2018

CALL TO ORDER

The Chairperson called the meeting to order with Commissioners Emilson, Falk, Liske, Nelson, Councilor Hunter, Mayor Clark and Chairperson Canright in attendance.

PUBLIC HEARINGS

1. Application for Plat Amendment; Location: Parkside Subdivision, all lots; Address: 755,760,765,and multiple To-be-determined North Laura Street; multiple To-be-determined Marion Overlook; Zone: Residential; Applicant: Parkside Ridgway Community Association; Owners: Habitat for Humanity of the San Juans, Cameron L. Miller, Kim Moriyama, Alpine Creek Homes LLC, Meaghan McGuire, Riverside Investment Partners, Brittany Christiana Martin, Parkside Ridgway Holdings LLC, Matthew P Sandoval, Kierstin Janal Strand, Stephen J. Hertzfeld, Kelly Lynn Finegan, John A. JR Malone, A. Henry Case ,Bryce Lanier Jones, and Justin R. Fagan

Staff Report dated May 29, 2018 presenting background, analysis and staff recommendation prepared by the Town Planner.

Town Planner Shay Coburn presented an application to amend the Parkside Subdivision plat map. She explained the applicants are requesting four changes to the plat as follows: 1. Amend note 7 by allowing accessory dwelling units (ADU) on all single family lots, 2. Allow landscaping to be planted in the rear drainage easement as long as no water flow is impeded, 3. Allow trees in the right-of-way between the street and sidewalk to count toward required landscaping and 4. Require pavement between the curb and sidewalk for all driveways in the subdivision. Coburn explained the criteria in the municipal code and noted the request to allow landscaping to be planted in the rear drainage easement is not needed because it is already clearly noted on the plat. Additionally, the request that all driveways are paved between the curb and sidewalk is not needed because it is already a requirement of the Ridgway Municipal Code 14-5-15(B).

Planner Coburn explained that ADU's are allowed on most lots in town except when excluded on the plat map such as in the Parkside Subdivision and reviewed the proposed language with the Commission to accommodate the change on the plat. She stated staff is recommending approval of the ADU request for single family lots as well as allowing the trees between the street and sidewalk to count toward landscaping requirements.

Jack Pettruccelli, Home Owners Association President representing the applicant stated he supports the comments in the staff report, and received clarification from staff that plantings are already allowed in the drainage easement as long as the water flow in not impeded, and that the Town already requires pavement between the curb and sidewalk in the driveways.

The Chairperson opened the hearing for public comment.

Susan Long expressed concerns regarding ADUs being used as short term rentals, increased density and traffic resulting from the proposed uses, and asked if rental fees would be controlled to ensure they serve as affordable units. She expressed concerns for the safety of the family-oriented neighborhood, cars parked on both sides of the street during peak hours essentially making the road one lane, and degradation of the streets. Ms. Long questioned if the additional density is correct for the low-density subdivision and asked what the maximum lot coverage would be with the addition of an ADU. Ms. Long opposed landscaping in the drainage area because the homes will visually appear to be crowded, affecting property values.

Tim Malone said he is in favor of ADU's and questioned whether the already existing ADU's in the subdivision were built prior to addressing the plat notes changes. He stated he is not in favor of allowing short term rental in ADU's, and questioned if this use would be allowed. Mr. Malone also questioned why the driveways are not required to be paved up to the house.

The Chairperson closed the hearing for public comment.

The Commission discussed the application with staff and found the single family lots in the Parkside Subdivision are approximately 7,000 - 8,500 sq. ft., including the drainage easement, and the current zoning code limits lot coverage to 40%. Only long term ADU rentals are allowed in any residential zone, and additional tap fees must be paid to convert an ADU into a short term rental dwelling. Paved driveways are already a requirement in town because of how it effects the drainage to the road.

Planner Coburn clarified the existing "ADU's" are not technically permitted as such because they are not considered a full dwelling since they do not have a kitchen. The existing dwellings will be allowed to convert to a conforming ADU if the plat amendment request is approved.

ACTION:

Mayor Clark Moved to approve the Plat Amendment for Parkside Subdivision to amend Plat Note 7 as worded in the Staff Report dated May 29, 2018 to allow for an accessory dwelling unit (ADU) on single family lots, and the addition of Plat Note 10 as worded in the Staff Report dated May 29, 2018 to allow for trees planted in the right of way to be counted as part of the landscaping requirements. The request to allow tree plantings in the drainage easement is denied because it is already clearly noted on the plat. The request that all driveways are paved between the curb and sidewalk is denied because it is already a requirement of the Ridgway Municipal Code 14-5-15(B). Councilor Hunter seconded the motion, and it carried unanimously.

2. Application for Conditional Use; Location: Cedar Creek Minor Subdivision, Lot 1; Address: 705 South Amelia Street; Zone: Residential; Applicant: Megan Gardner; Owner: Trio Trio LLLP, c/o Dana Ivers

Staff Report dated May 29, 2018 presenting background, analysis and staff recommendation prepared by the Town Planner.

The Town Planner presented an application for a conditional use permit to convert one structure on the lot from a residential use to a nature-based preschool for up to 15 children. Ms. Coburn explained the property has two existing dwelling units with number of established uses that are accessory to those units. This includes a maintenance building, storage sheds, a barn, a pole barn and arena that would become accessory uses to the school. The existing structures are believed to be legally nonconforming because they existed prior to the adoption of Ridgway Municipal Code 7-3-15. The legal nonconforming use of the structure to be converted would then be in compliance with the approval of the Conditional Use Permit. She further explained that schools are not allowed as an accessory use in a low density residential district unless they care for 8 or fewer children.

Ms. Coburn reviewed the conditional use criteria with the Commission. She noted safety issues such as increased traffic from vehicles dropping off and picking up children, neighboring vacant and built residential lots, frequent trips by the Town's Public Works crew in large vehicles needing frequent daily access on the road that leads to the water plant, undeveloped pedestrian facilities, and cars backing into the public right-of-way. She added staff will need a parking area map approved by the Town, and recommended reserving the right to work with the applicant on a solution if noise or other effects becomes an issue with the surrounding properties.

Planner Coburn further explained that the property is within a conservation easement held by the Colorado West Land Trust. A letter from the executive Director, Rod Bleiberg said "the proposed use is consistent with the conservation easement and its goals and therefore do not object to the application before the Town."

She concluded that while the applicant has addressed all of the criteria for conditional use, there is still concern the Applicant has not clearly demonstrated that the criteria has been met, and additional mitigation measures may be needed.

Applicant Megan Gardner said the entire parcel will be used as an accessory to the school because it is a working ranch and the operations of the ranch will be part of the school's curriculum. The caretaker currently living in the other residence will be employed by the school to be on call 24 hours a day and will be responsible for snow plowing, shoveling, mowing and bear patrol.

The Chairperson opened the hearing for public comment.

Comments in support of the pre-school were given by Pat Willits, Dana Ivers, Deborah Wheeler, Jack Pettruccelli, Angela Hawse, Clea Willow, Rebecca Hazen, Avery McKenzie and Vickie Hawes. There were no opposing comments.

The Chairperson closed the hearing for public comment.

The Commission discussed the application with Staff.

ACTION:

Mayor Clark moved to approve the Application for Conditional Use; Location: Cedar Creek Minor Subdivision, Lot 1; Address 705 South Amelia Street because the current nonconforming use will be brought into conformance with the approval of the conditional

use for a school on the property. The criteria for conditional use has been met by the Applicant since the other residence on the lot is for the caretaker on behalf of the school. Parking should be limited to the front of and around the barn area that is closer to Sabeta Street. Parents can use the area around the school for drop off and pick up only. The Town reserves the right to work with the Applicant on finding a solution if traffic, safety, noise or other effect which interfere with reasonable enjoyment of surrounding properties becomes an issue. The conditions on the conservation easement must be met as well. Councilor Hunter seconded the motion, and it carried unanimously.

3. Application for Variance; Location: Ridgway Land Co. Subdivision, Lot 28; Address: 130 Redcliff Drive; Zone: General Commercial; Applicant: Doug Macfarlane; Owner: Praise Him Ministries, Inc.

Staff Report dated May 29, 2018 presenting background, analysis and staff recommendation prepared by the Town Planner.

Town Planner Coburn presented an application for variance to the fence height regulations. The request is to exceed the standard height by two feet for an enclosed basketball court. She noted the applicant explained a six foot fence will not contain the balls in the basketball court causing children to go into the driveway to retrieve them.

Applicant Doug Macfarlane said the fence will keep the children from retrieving balls out of the irrigation ditch as well.

The Chairperson opened the hearing for public comment and there was none.

ACTION:

Commissioner Emilson moved to approve the application requesting a variance to Ridgway Municipal Code 6-4-1(A) for a variance to fence and hedge wall regulations for Applicant Doug Macfarlane. The Applicant has demonstrated that practical difficulties or unnecessary hardship, have been met as well as the public health safety and welfare. The variance is approved for a color coded 8 ft. chain link fence for the surrounding area of the basketball court as shown in the diagram in the Staff Report dated May 29, 2018. Councilor Hunter seconded the motion, and it carried unanimously.

4. Application for Multiple Conditional Uses; Location: Eastside Subdivision, Lot 18; Address: To-be-determined Palomino Trail; Zone: General Commercial (GC); Applicant: Jason Matesevac; Owner: Jason Matesevac

Staff Report dated May 29, 2018 presenting background, analysis and staff recommendation prepared by the Town Planner.

The Town Planner presented an application for two conditional use permits. She explained the applicant has submitted plans to construct one building to include a shop, roofing business office, a small retail store and one dwelling unit. She further explained that both requests must meet mitigation and performance standards in order for the uses to be approved.

Applicant Jason Matesevac said the dwelling will be used by the foreman and manager to the roofing business as housing. Rent will be charged and collected separately, and will not be part of the employment compensation. He also said the materials business will not stock inventory because the space will be used primarily as a retail show room. Materials shipments will be for specific orders.

The Chairperson opened the hearing for public comment and there was none.

ACTION:

Commissioner Liske moved to approve the first Conditional Use Permit for the building materials business for Eastside Subdivision, Lot 18; Address: To-be-determined Palomino Trail; Applicant: Jason Matesevac. Commissioner Falk seconded the motion, and it carried unanimously.

ACTION:

Commissioner Liske moved to approve the second Conditional Use Permit for the dwelling unit with the conditions in the Staff Report dated May 29, 2018, for Eastside Subdivision, Lot 18; Address: To-be-determined Palomino Trail; Owner: Jason Matesevac. Commissioner Nelson seconded the motion, and it carried unanimously.

The Commission paused for a break at 8:30 p.m. and resumed at 8:38 p.m.

OTHER BUSINESS

5. Informal Discussion-Multi-Site Planned Unit Development

Landscape Architect Ned Bosworth presented a Site Plan for Chimney Peak Storage LLC on behalf of Julie and Danny Wesseling. The Site Plan, informally discussed at the March 27 Planning Commission meeting, proposed the storage business to be built on a gateway lot in the Eastside Subdivision. The new Site Plan proposes to place the business on a different lot in the same subdivision. The Site Plan revealed five 12 ft. tall units, with an office building. More storage buildings will be developed as demand arises, and recreational vehicle storage will not be allowed.

The Commission discussed fencing and building materials with Mr. Bosworth and the Wesselings. The Commissioners agreed that the new location is better suited for the proposed business. Staff advised the applicant that the project would be processed as a multi-site planned unit development, pursuant to Ridgway Municipal Code 7-4-11 because of the multiple buildings on the lot, even though there will be a single use on the property.

6. Update on the Master Plan Process

Ms. Coburn stated a \$25,000 grant has been received from the Department of Local Affairs. The steering committee and focus groups are currently being formed. Clarion Associates is the consulting group assisting with the master plan process, and they will arrive on site June 12. The Commission is scheduled to meet with the consultants that evening at 6:00 p.m.

7. Update on the Downtown parking Assessment

The Planner informed the Commission that a focus group meeting was held with the consultants DHM Design. A preliminary report has been prepared. She noted the Historic Business District was the primary study area and they found that the parking spaces available are more than the requirement for that district. The Commission agreed the final assessment report will be a useful tool for making future decisions.

8. Reschedule December 25 Regular Planning Commission Meeting

There was consensus to reschedule the Regular Planning Commission Meeting to December 18, 2018.

APPROVAL OF THE MINUTES

9. Approval of the Minutes from the meeting of March 27, 2018

ACTION:

Councilor Hunter moved to approve the Minutes from March 27, 2018. Chairperson Canright seconded the motion, and it carried with Commissioners Liske and Nelson abstaining.

10. Approval of the Minutes from the meeting of April 24, 2018

ACTION:

Commissioner Liske moved to approve the Minutes from April 24, 2018. Councilor Hunter seconded the motion, and it carried with Commissioners Emilson and Nelson abstaining.

ADJOURNMENT

The meeting adjourned at 9:00 p.m.

Respectfully submitted,

Karen Christian
Deputy Clerk

STAFF REPORT

Request: Appeal for Interpretation on Single-Family Home Design Standards
Applicant: Guthrie Castle
Initiated By: Shay Coburn, Town Planner
Date: June 26, 2018

BACKGROUND

The Applicant is requesting an appeal for an interpretation of the Single-Family Home Design Standards under Section 6-6-3(C)(3) of the Ridgway Municipal Code. The Planning Commission is being convened as the Board of Adjustment under Ridgway Municipal Code Section 7-2.

The following have been submitted by the Applicant with this request, and are attached to this report:

- Written Request for hearing (email)
- Review of Homes in Ridgway with 3-sided Parapets

CODE REQUIREMENTS

RMC 6-6 Single-Family Home Design Standards

6-6-3(C) Roof Structure.

(1) Repealed by Ordinance 3-2002

(2) All sloped roofs, including roofs over deck areas, covered porches, entryways, and the like, shall have a minimum pitch of 3 feet of rise for each 12 foot of horizontal distance.

(3) Sloped roofs must have an overhang at the eaves and gable ends of not less than 12 inches excluding rain gutters measured from the vertical side of the dwelling. This required overhang shall not apply to areas over porches, alcoves and other appendages, which together do not exceed 25% of the length of the dwelling. Flatter roofs are permitted only if contained within a parapet that is higher than the adjacent roof.

(4) Mansard roofs and A-frame designs are not permitted; provided, however, mansard roofs are permitted if the base of the roof is above the second story of the structure.

6-6-6(A) The Town Manager or other designated employee shall be responsible for the interpretation, administration and enforcement of the provisions of these regulations, as amended, and of any decisions entered by the Planning and Zoning Commission, Board of Adjustment or Town Council, pursuant to such section.

ANALYSIS

The Applicant is challenging the interpretation of the word “contained” in 6-6-3(C)(3) underlined above. This is a general interpretation appeal and is not based on a specific property.

Per Webster's dictionary, contained is defined as "To have within: Enclose; To have as component parts: Comprise; To have capacity for: Hold; To keep within limits: Restrain"

Staff understands that the intent of this provision in the single-family home design standards was to completely contain any roof flatter than the required 3:12 pitch. Staff feels that the code is very clear in using the word "contained" and had the Town wanted less than all sides contained, the code would have used the term "visually contain" or something similar.

The Applicant has submitted a series of photographs including various flat roofs and parapets around the Town of Ridgway. Staff has not taken the time to identify and inventory the roof selection as it does not seem to be directly relevant to the request. There are a number of considerations when doing such inventory, including but not limited to: analysis of the physical structure and built environment, identifying any legally non-conforming structures, and a public hearing review for any deviations provided. Time has not been spent on this endeavor as the Board of Appeals is considering an interpretation of the word "contained", which does not directly implicate or necessarily require an inventory of flat roofs and parapets within the Town.

The Board of Appeals is tasked with only a code interpretation for this request. Any interest in exploring a code change may be taken up by the Planning Commission at a later date. From a Staff perspective, any property owner may so choose to request a public hearing for a deviation under Ridgway Municipal Code Section 6-6-5 for any flat roof design that is not "contained within a parapet". The Applicant will then put forth a design and an argument to the Planning Commission that the specific requirements in that Section are met, including incorporating compensating features and compatibility with the neighborhood.

From: Guthrie
To: [Shay Coburn](#)
Cc: [Ridgway Inspector \(Mike Gill\)](#); [Jennifer Coates](#); [Joseph Nelson](#)
Subject: Re: Survey of 3-sided parapets in Ridgway
Date: Wednesday, June 13, 2018 10:09:19 AM

OK, thanks Shay.

Would you please submit the content of my email outlining my position and the attachment as part of the record? If it helps, I can submit the attachment as a Powerpoint file, instead of the PDF file that I sent.

Also, since the Code states that there are only 3 appeal officers, I am wondering if Mayor Clark has picked 3 of the Planning Commissioners as the deciding officers, and if so, which ones?

Best,
Guthrie

From: Shay Coburn <scoburn@town.ridgway.co.us>
To: Guthrie <mountainlover101@yahoo.com>
Cc: Ridgway Inspector (Mike Gill) <mgill@town.ridgway.co.us>; Jennifer Coates <jcoates@town.ridgway.co.us>; Joseph Nelson <joenel1951@gmail.com>
Sent: Tuesday, June 12, 2018 9:43 AM
Subject: RE: Survey of 3-sided parapets in Ridgway

Guthrie,

The Planning Commission serves as our Board of Adjustment. This request will heard after the regular Planning Commission meeting on Tuesday, June 26th.



Shay Coburn
Town Planner

RIDGWAY TOWN HALL
PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432
970.626.5308 ext. 222 | scoburn@town.ridgway.co.us

From: Guthrie <mountainlover101@yahoo.com>
Sent: Friday, June 8, 2018 9:27 AM
To: Shay Coburn <scoburn@town.ridgway.co.us>
Cc: Ridgway Inspector (Mike Gill) <mgill@town.ridgway.co.us>; Jennifer Coates <jcoates@town.ridgway.co.us>; Joseph Nelson <joenel1951@gmail.com>
Subject: Re: Survey of 3-sided parapets in Ridgway

Shay,

Since this is a disagreement of interpretation of a building regulation by the Building Official, the proper venue is an appeal under RMC 6-1-5. I am not seeking a variance at this time, but only what I believe to be the correct interpretation. Therefore, please proceed with processing the appeal. If Mayor Clark has not yet appointed the 3 members of the appeal board (subsection F), then such should be done and the appeal should be promptly scheduled for hearing.

Best regards,
Guthrie

From: Shay Coburn <scoburn@town.ridgway.co.us>
To: Guthrie <mountainlover101@yahoo.com>
Cc: Ridgway Inspector (Mike Gill) <mgill@town.ridgway.co.us>; Jennifer Coates <jcoates@town.ridgway.co.us>; Joseph Nelson <joenel1951@gmail.com>
Sent: Thursday, June 7, 2018 10:45 AM
Subject: RE: Survey of 3-sided parapets in Ridgway

Hey Guthrie,

Thanks for all of this information! We talked at length about this and have determined that you have two options: 1) complete the parapet on the alley side of the building or 2) apply for a deviation from the single family home design standards per 6-6-5. Obviously, option 1 will be much faster and easier for all but you have the right to ask for a deviation.



Shay Coburn
Town Planner

RIDGWAY TOWN HALL
PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432
970.626.5308 ext. 222 | scoburn@town.ridgway.co.us

From: Guthrie <mountainlover101@yahoo.com>
Sent: Tuesday, June 5, 2018 7:59 AM
To: Shay Coburn <scoburn@town.ridgway.co.us>
Cc: Ridgway Inspector (Mike Gill) <mgill@town.ridgway.co.us>; Jennifer Coates <jcoates@town.ridgway.co.us>; Joseph Nelson <joenel1951@gmail.com>
Subject: Survey of 3-sided parapets in Ridgway

Shay,

This is for your review with Jen and Mike on Wednesday. The subject is the interpretation of RMC 6-6-3(C)(3): "Flatter roofs are permitted only if contained within

a parapet that is higher than the adjacent roof." The focus is on the word "contained".

RMC Section 6 of Chapter 6 was adopted in 1999. It is my surmise that some other version of the Single Family Home Design Standards existed before 1999, but that 1999 was just the last major re-write. If so, I don't know if the language in question was first created in 1999, or if it was cut and pasted from the previous version.

I have attached a PDF file which contains pictures of 325 N Cora and of other homes in Ridgway built with 3-sided parapets to "contain" flat roofs. There are a couple of homes built before 1999 that have a flat roof with no parapet, but by and large, the visual standard for containing a flat roof has included 3-sided parapets both before and after the 1999 re-write.

After reviewing these substantial, architecturally designed homes, it is hard to imagine that the 1999 town council could had an issue with the 3-sided parapets already built in the town. These are significant homes that architecturally add to the makeup and feel of Ridgway town. ("Ridgway is defined in part by eclectic architecture and neighborhoods that vary in age and character.") None of these 3-sided parapet homes are or were "detrimental to the character of the neighborhoods or to property values in general", RMC 6-1-1.

The use of the word "contained" within a parapet is an inherently architecturally subjective term relative to the context of the particular home and lot location. If the town council had intended that all flat roofed homes wherever located must have thereafter been fully enclosed on all four sides, then the choice of word would have been "enclosed" - a more objective standard, and after 1999, there would have been no more 3-sided parapet homes built. But as it happened, 3-sided parapet roofs continued to be built.

It is my position that there is no justification for the current town staff to now begin a new (and un-intended) interpretation of this section.

I submit that if this specific provision was in fact re-written in 1999 (we don't know the answer to this), then the new language was intended to address the fact that some homes had been built with entirely uncontained flat roofs.

Respectfully,
Guthrie

6-1-5 APPEALS.

(Subsection amended by Ord 9-2008)

(A) The decision of the Building Official or his designated official or inspector under this Chapter, or the codes adopted by reference herein may be appealed to the Board of Appeals by filing a written appeal on forms provided by the Town with said official or inspector within fifteen days of the date he renders his decision.

(B) Such appeal should set in full the reasons for the appeal, and specify the relief requested.

(C) The Building Official shall review the appeal and forward it to the Board of Appeals attaching thereto his written recommendations and reasons for his decision.

(D) The Board of Appeals shall hold a hearing with reasonable notice to the applicant. The decision of the Board of Appeals shall be final.

(E) The Board of Appeals shall have no authority to grant any variance.

(F) The Mayor shall appoint three members to the Board of Appeals to serve at the pleasure of the Mayor.

6-1-6 ADDITIONAL ELECTRICAL AND PLUMBING REGULATIONS.

(A) In case of emergency, to protect persons or property, the Electrical Inspector shall have authority to disconnect or cause any electrical equipment to be disconnected and to enter upon the affected premises, if necessary, for that purpose.

(B) No electric current shall be turned on or connection made for use until a final inspection has been made of the work covered by this Section and The National Electric Code, and until a certificate of approval is issued. Provided, however, the Electrical Inspector may issue a temporary permit for use of current during the course of construction or alteration.

(C) It shall be unlawful for any person to insulate, sheetrock, lath or otherwise cover from view any electrical work or plumbing work subject to the provisions of this section that has not been inspected and finally approved.

(D) All steam and gas fittings, furnace work, plumbing or signal wiring shall be in place before the electrical wiring for light, heat, power, and communications is completed. The electrical wiring shall not be considered completed until such other work is in place.

(E) In the event any wires, cables, fittings, apparatus or electrical fixtures are in such a position as to interfere with the completion of the building following acceptance of the electrical work by the Inspector, the Electrical Inspector shall be notified and he shall reinspect the electrical work and may charge an additional fee therefore.

(F) All electrical and plumbing work, including electrical work for the repair, damage, deterioration, alteration, remodeling or otherwise, shall be done in accordance with the requirements of this Section, The National Electric Code, and The Colorado Plumbing Code. When alterations or repairs to a building exceed 50% of the value of the existing structure during any twelve month period, the entire building or structure shall be made to conform to the requirements of this Section. The Electrical

(1) (a) The foundation must enclose the space beneath the perimeter of the structure. Foundations may be constructed of masonry or concrete. (Ord 1-2000)

(b) Perimeter foundations and all supports under the structure must meet the frost depth as required in subsection 6-1-3(K). (Ord 1-2000)

(c) All foundations and interior supports shall be poured on undisturbed or compacted soil. (Ord 1-2000)

(2) All portions of foundations that are above the adjacent finished grade by more than 6 inches shall be finished using the same siding materials as the dwelling or complementary materials such as stucco, stone or brick. Cosmetically equivalent split faced block or other block with design finish or other materials may be allowed with prior approval of the Town.

(3) Unfinished masonry blocks, plywood, other materials or earth backfill that exceeds a grade of 2 foot horizontal for each 1 foot of raise are not acceptable.

(4) Exceptions to the above standards may be allowed where foundations must be stepped to address a slope in the natural grade of the site. However, such deviations to these standards shall be kept to the minimum required to address the specific site condition.

(B) Exterior Siding:

(1) Exterior siding shall be made of non-reflective metal or vinyl lap, wood, simulated wood grain products, painted or colored stucco, brick, stone, or any combination of these materials, or other cosmetically equivalent materials with prior approval of the Town.

(2) Materials intended to be painted or finished in any manner, such as wood products or stucco, shall not be acceptable until painted or finished.

(C) Roof Structure.

(1) Repealed by Ordinance 3-2002

(2) All sloped roofs, including roofs over deck areas, covered porches, entryways, and the like, shall have a minimum pitch of 3 feet of rise for each 12 foot of horizontal distance.

(3) Sloped roofs must have an overhang at the eaves and gable ends of not less than 12 inches excluding rain gutters measured from the vertical side of the dwelling. This required overhang shall not apply to areas over porches, alcoves and other appendages, which together do not exceed 25% of the length of the dwelling. Flatter roofs are permitted only if contained within a parapet that is higher than the adjacent roof.

(4) Mansard roofs and A-frame designs are not permitted; provided, however, mansard roofs are permitted if the base of the roof is above the second story of the structure.

(D) Repealed by Ordinance 10-2003

(E) Minimum Width:

The building footprint may be any shape, but must be able to fully enclose a 24 ft. x 21 ft.

CHAPTER 6**SECTION 6****Single Family Home Design Standards****Subsections:**

- 6-6-1 Legislative Declaration.
- 6-6-2 Applicability.
- 6-6-3 Development Standards.
- 6-6-4 Architectural Standards.
- 6-6-5 Deviations.
- 6-6-6 Enforcement and Administration.

6-6-1 LEGISLATIVE DECLARATION.

(Section enacted by Ord 19-1999)

Ridgway is defined in part by eclectic architecture and neighborhoods that vary in age and character. A goal of the Town's Master Plan is to create a well-integrated community that meets the needs of residents of various income levels, ages and stages of family life cycles. One way of achieving this is to encourage a mix of housing types and densities, rather than segregating them into separate districts. In accomplishing this, it is acknowledged that the visual appearance of a property affects more than just the property involved. New and altered structures impact the surrounding neighborhood both in character and property value. These standards have been adopted to encourage a mix of housing types, while helping to ensure that this will not be detrimental to the character of the neighborhoods or to property values in general.

6-6-2 APPLICABILITY.

(A) The regulations set out in this Section 6-6 shall apply to all newly constructed or installed single family residences and Subsection 6-6-1(K) shall apply to additions, in addition to other applicable ordinances and regulations. Provided, however, these regulations shall not be applicable to mobile homes, as defined in Subsection 6-3-1(A), placed within designated mobile home overlay districts, or on spaces within a licensed mobile home park, except as specifically applied.

(B) Once subjected to these requirements, all single family residences and appurtenant sites shall be maintained in conformity herewith thereafter.

6-6-3 DEVELOPMENT STANDARDS.

(A) Foundations:

These requirements shall apply in addition to any applicable provisions of Subsection 6-3-2:

Webster's 3d International Dictionary:

CONTAIN

contained; containing; contains
transitive verb

1* : to keep within limits: "As of Friday, the 416 Fire was 18 percent contained, burning more than 32,000 acres in the last two weeks." such as

a : restrain, control · could hardly contain her enthusiasm

b : check, halt · contain the spread of a deadly disease · Firefighters contained the wildfire.

c : to follow successfully a policy of containment toward · efforts to contain Communism

d : to prevent (an enemy or opponent) from advancing or from making a successful attack

2** a : to have within: hold · "Contain" means to have or be capable of having within.

Contain implies the actual presence of a specified substance or quantity within something.

b : comprise, include · The bill contains several new clauses.

3 a : to be divisible by usually without a remainder

b : enclose, bound

Review of Homes in Ridgway with 3-sided Parapets

As related to 325 N Cora St new house build.

Subject house from intersection of Charles and N Cora



View from N Cora. The roof is fully visually contained by the parapet structure.



Further north on N Cora. Roof is visually contained.



Further north, near intersection of Fredrick and N Cora. Roof is visually contained.



View of subject neighborhood from Ridgway Elementary School



View from the future Frederick looking south
down the alley between Cora and Laura



View from alley. Again, no roof is visible. It is visually contained.



595 Sabeta Dr – built 2004
visually contained roof



675 Sabeta Dr – built 2003

visually contained roof



555 Sabeta Dr – built 2002
visually contained roof



890 Chipeta Dr – built 1997

visually contained roof



655 Tabernash Ln – built 1997
visually contained roof



790 Tabernash Ln – built 1996

visually contained roof



690 Tabernash Ln – built 1996
visually contained roof



601 Chipeta Dr – built 1995
visually contained roof



825 Chipeta Dr – built 1995
uncontained flat roof



620 Tabernash Ln – built 1995
visually contained roof



795 Chipeta Dr – built 1993
visually contained roof



502 Sabeta Dr - built 1993
visually contained roof



801 Chipeta Dr – built 1993
visually contained roof



500 Chipeta Dr – built 1992
uncontained flat roof

