

RIDGWAY PLANNING COMMISSION

AGENDA

Tuesday, March 26th, 2019
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:** Amended Plat; **Location:** True Grit Subdivision, Lot A; **Address:** 109 N Lena Street and 545 Sherman Street; **Zone:** Historic Business (HB); **Applicant:** Nathan Worswick; **Owner:** Nathan Worswick
2. **Application:** Deviation to Roof Pitch; **Location:** Solar Ranches Filing 2D, Lot 59; **Address:** TBD Sabeta Drive; **Zone:** Residential (R); **Applicant:** Douglas Byerly; **Owners:** Alex Mitchell and 47 Investment Holdings, LLC c/o Jeff Pryor
3. **Application:** Preliminary Plat for RiverSage Phase 2; **Location:** Outlot on RiverSage PUD Plat; **Address:** TBD RiverSage Drive/Chester Court; **Zone:** Residential (R); **Applicant:** Rick Weaver; **Owner:** RiverSage Ridgway LLC
4. **Application:** Variance for Building Height, Variance for Parking Regulations and Access, Variance for Building Area and Conditional Use for Building Area; **Location:** Block 28, Lots 6-10; **Address:** TBD Clinton Street/N Laura Street; **Zone:** Historic Business (HB); **Applicants:** Artspace and HHL Architects c/o Matthew Meier; **Owner:** Town of Ridgway
5. **Application:** Temporary Use Permit; **Location:** Cottonwood Creek Subdivision, Lot 11; **Address:** TBD Elizabeth Street; **Zone:** Residential (R); **Applicant:** Lacy Davis; **Owner:** Davis Revocable Trust Dated July 8 2013 c/o Dwight and Lacy Davis

OTHER BUSINESS:

6. Master Plan process update

APPROVAL OF MINUTES:

7. Minutes from the meeting of March 6th, 2019

ADJOURN

**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, March 26th, 2019 at 5:30 p.m., to receive and consider all evidence and reports relative to the application described below:

Application for: Amended Plat

Location: True Grit Subdivision, Lot A

Address: 10 N Lena Street and 545 Sherman Street

Zoned: Historic Business (HB)

Applicant: Nathan Worswick

Property Owner: Nathan Worswick

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: March 14, 2019

Shay Coburn, Town Planner



Planning Commission Hearing Request

Official Use Only
Receipt # 982376
Date Received: 2/22/19
Initials: SC
#140 CAPH

General Information

Applicant Name Nathan Worswick Application Date Feb, 19, 2019
Mailing Address P.O. Box 300
Phone Number 9703186846 Email unicasbuyer@hotmail.com
Owner Name Nathan Worswick
Phone Number same Email same
Address of Property for Hearing 109 N Lena d 545 Sherman
Zoning District Historic Business

Action Requested

- | | |
|---|---|
| <input type="checkbox"/> Deviation to Single-Family Home Design Standards 6-6 | <input type="checkbox"/> Variance 7-3-16 |
| <input type="checkbox"/> Temporary Use Permit 7-3-13(C) | <input type="checkbox"/> Rezoning 7-3-17 |
| <input type="checkbox"/> Conditional Use 7-3-14 | <input checked="" type="checkbox"/> Subdivision 7-4 |
| <input type="checkbox"/> Change in Nonconforming Use 7-3-15 | <input type="checkbox"/> Other _____ |

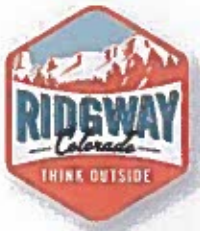
Brief Description of Requested Action

Lot Split

Required Fee Payable to the Town of Ridgway

Temporary Use Permit	\$100.00	Subdivisions	
Conditional Use	\$100.00	a. Sketch Plan	\$200.00 (plus \$10.00 / lot or unit)
Change in Nonconforming Use	\$100.00	b. Preliminary Plat	\$400.00 (plus \$20.00 / lot or unit)
Variances & Appeals	\$150.00	c. Final Plat	\$300.00
Rezoning	\$200.00	d. Minor Subdivision	\$200.00
Other Reviews Pursuant to 7-3-18	\$100.00	e. Lot Split	\$100.00
Variance from Floodplain Regulations	\$100.00	f. Replat	\$100.00 (plus \$20.00 / lot or unit)
Deviations from Single Family Design Standards	\$100.00	g. Plat Amendment	\$100.00
		h. Planned Unit Development	See b and c above

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.



Attachments Required

For ALL Applications

- ☐ Evidence of ownership or written notarized consent of legal owner(s).
- ☐ Information proving compliance with applicable criteria (see the Ridgway Municipal Code for criteria), like a narrative, site plans, and/or architectural drawings drawn to scale on paper size of 8.5 x 11 or 11 x 17.

Conditional Use Permits

- ☐ The site plan shall show the location of building(s), abutting streets, all dimensions, off-street parking requirements, and landscaping.
- ☐ Architectural drawings shall include elevations and details of building(s).

Changes in Nonconforming Use

- ☐ Description of existing non-conformity.

Variance

- ☐ The site plan shall show the details of the variance request and existing uses within 100 ft. of property.

Rezoning

- ☐ Legal description, current zoning, and requested zoning of property.

Subdivision

- ☐ All requirements established by Municipal Code Section 7-4.
- ☐ Sketch plan submittals shall be submitted at least 21 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.
- ☐ Preliminary plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.
- ☐ Final plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.

Please note that incomplete applications will be rejected.

[Signature]
Applicant Signature

Feb 19, 2019
Date

[Signature]
Owner Signature

Feb 19, 2019
Date

Account: R002305Location

Situs Address 109 N LENA ST
545 SHERMAN ST

City Ridgway
Ridgway

Tax Area Id 201 - 201

Parcel Number 430516314002

Legal Summary Subd: TRUE GRIT Lot:
A S: 16 T: 45 R: 8

Owner Information

Owner Name WORSWICK NATHAN

Owner Address PO BOX 300
RIDGWAY, CO 81432-0300

Assessment History

Actual (2018) \$517,950

Assessed \$95,840

Tax Area: 201 **Mill Levy:** 60.127

Type	Actual	Assessed	Acres	SQFT	Units
Improvements	\$446,410	\$80,080	0.000	4787.000	1.000
Land	\$71,540	\$15,760		5222.160	0.000

Transfers**Reception Number**

[162716](#)

[162706](#)

[162361](#)

[137156](#)

[137133](#)

Sale Date

[09/12/1996](#)

[09/12/1996](#)

[06/25/1996](#)

[03/11/1985](#)

[06/02/1909](#)

Sale Price

[\\$23,100](#)

[\\$0](#)

Doc Description

[WARRANTY DEED](#)

[PLAT](#)

[QUIT CLAIM](#)

[COV COND & REST](#)

[PLAT](#)

[TREASURER'S DEED](#)

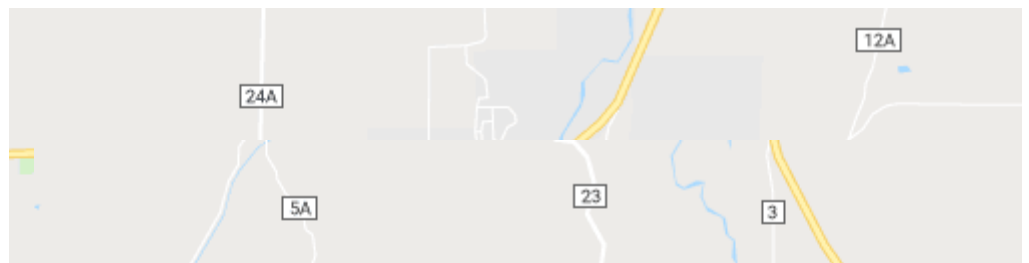
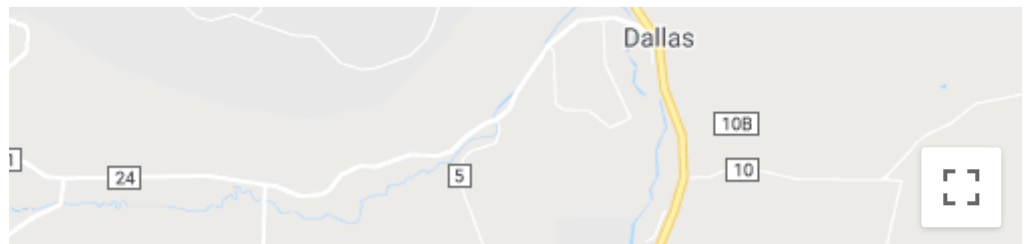
Tax HistoryImages**Tax Year****Taxes**

2018 \$5,762.58

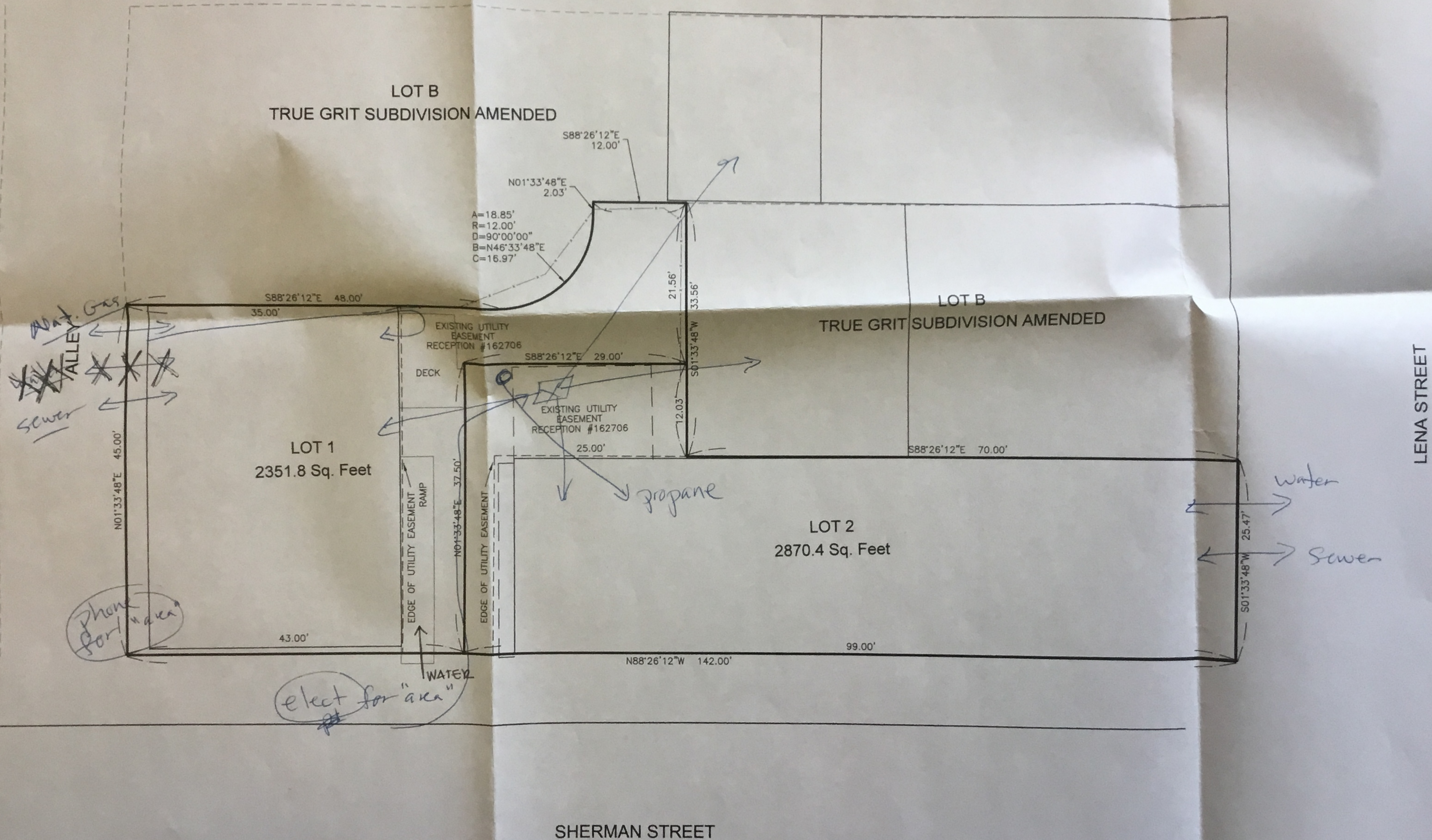
2017 \$5,676.90

- [Google Map \(May not be accurate\)](#)
- [Photo](#)
- [Sketch](#)
- [GIS](#)

Focusing On: 109 N LENA ST Ridgway 81432



VICINITY MAP
N.T.S.



From: nathan worswick <unicasbuyer@hotmail.com>
Sent: Wednesday, March 20, 2019 11:35 AM
To: Shay Coburn <scoburn@town.ridgway.co.us>
Subject: Re: All set?

Hi

Thought that I sent a note stating that after consulting with yourself and surveyor that a variance was sought for both properties.

Both structures were built and approved at their respective times and neither had any setback requirements at the time.

The 2001 building is built with a zero lot line requirement on the northern side. All other codes were addressed. There is no space for any setback, this requirement was passed recently, on our alley none of the lots are in compliance, they are all built back to the alley.

The Ft Smith building has a 16' non build able easement to its west. Although an 8' setback could be achieved, both the town staff and surveyor recommended that a variance be sought.

There was no setback requirement when the original building was built, added onto or the additional building constructed.

My question is if I need to write up an additional 'letter' ? Thought that my note to you covered that.

Will pop by this afternoon,

Nathan

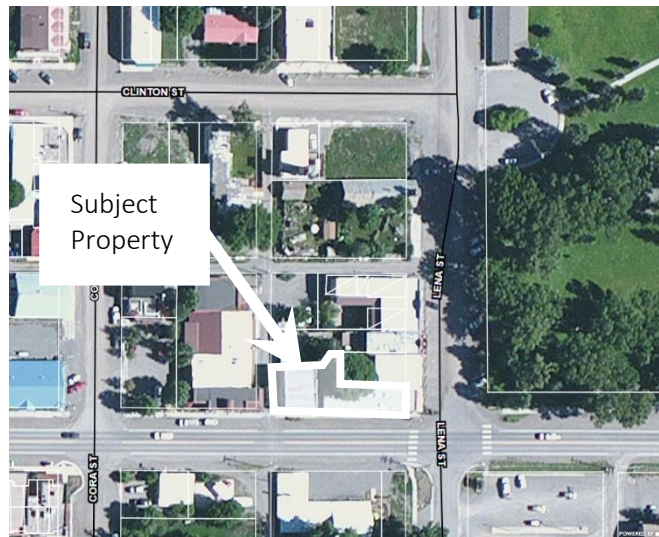
STAFF REPORT

Request: Amended Plat
Legal: True Grit Subdivision, Lot A
Address: 106 N Lena Street and 545 Sherman Street
Parcel #s: 430516314002
Zone: Historic Business (HB)
Applicant: Nathan Worswick
Owner: Nathan Worswick
Initiated By: Shay Coburn, Planner
Date: March 26, 2019

REQUEST

Applicant is requesting to amend Lot A of the True Grit Subdivision by splitting it into two lots. Lot A1 will be approximately 2,350 square feet and Lot A2 will be approximately 2,870 square feet. Each lot has an existing building on it. This property is located at the corner of N Lena and Sherman Street/Hwy 62 in the Historic Business district surrounded by other commercial and mixed uses.

An application was submitted March 22, 2019 accompanied by draft of the new plat map and an explanation of the request. 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

(A) Replats which reduce the number of separately described contiguous parcels of property may be approved and recorded pursuant to this Subsection in lieu of other procedures for subdivisions provided in these Regulations, if all required improvements are in and available to serve the lot, and the Design Standards of these regulations are met.

(B) Amended plats of subdivision plats previously approved by the Town, or parts of such plats, which do not make or require a material change in the extent, location, or type of public improvements and easements provided, and are consistent with the Design Standards of these Regulations may be submitted, approved and recorded in accordance with the provisions of this Subsection in lieu of other procedures provided for subdivision by these regulations, if all required improvements are in and available to serve each lot.

(C) Requirements:

(1) "Replats" or "amended plats" must also meet applicable dimensional requirements of Town zoning regulations.

(2) The subdivider shall submit the plat, fees, and supporting documents, as applicable, in substantial conformity with Subsection 7-4-5(C), with the exception that a certificate of improvements completed or

security for completion are not required; and instead, there must be a certification that all required improvements are already installed, available and adequate to serve each lot of the subdivision to be signed by the Town.

(3) The plat shall be reviewed in accordance with the procedures and requirements of Subsection 7-4-5(C).

ANALYSIS

Based on the criteria above for an amended plat, the following items need to be addressed:

- The plat cannot make or require a material change in the extent, location, or type of public improvements and easements provided.

This plat does not appear to make or require a material change to the extent, location or type of public improvement or easements. There is an existing utility easement between the two buildings that is not proposed to change with the plat amendment. No additional utility easements will be needed as water, sewer and gas are separate for each building and electric is provided from the existing utility easement.



*Existing utility easement area
between the two buildings*

- The subdivision must be consistent with the Design Standards of the subdivision regulations (RMC 7-4-7).

This subdivision does not contain any internal streets or alleys. Each lot has access to a street connected to the public street system. The proposed new lot line is at a right angle to the street line. Utilities are existing including a utility easement between the two properties that is in place today and is not proposed to be modified. This property is in right downtown where a lot of streetscape improvements were recently completed including sidewalks, curb and gutter. Monuments will need to be placed upon approval and before recording of the plat map. Plat notes required per this section have been addressed. All of the design standards have been met.

- All required improvements within the subdivision regulations (RMC 7-4-6) must be in and available to serve each lot.

Survey monuments will be placed upon approval but before final recording of the plat. Utilities are existing and already installed to the subject property and each building. Streets, sidewalks, curb and gutter were just improved by Town and no further improvements are necessary at this time. Street lights are also adequate in this area. All required improvements are in place and available to serve each lot.

- All lots must meet applicable dimensional requirements of Town zoning regulations (RMC 7-3-10).

The proposal is to split the one existing lot into two lots. Each new lot will meet the minimum requirement for lot width. There are no requirements for lot size and lot coverage in this Historic Business district. Front and side setbacks can be as little as 0 feet so the existing buildings will be in compliance. However, Lots 1 and 2 would not meet the 8' (or 2' when abutting an alley) rear setback. This application also includes a variance request for the rear setback of both lots. As proposed, Lot A1 will have a 0' rear setback and Lot A2 will have a 4' setback. The criteria that must be met for a variance to dimensional standards include:

1. There are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the Zoning Ordinance; and
2. The spirit of the ordinance will be observed, the public health, safety and welfare secured and substantial justice done by granting the variance.

The practical difficulty could be due to the buildings already being built and that they were built to the dimensional requirements considering both units were on one property. Although the 8-foot setback could be achieved on Lot A2 by moving the property line, this doesn't make practical sense as then an access easement would be needed for the building on Lot A1 or the existing deck would need to be modified. Given these buildings were built to code on one lot, the spirit of the ordinance is still observed. See the explanation letter from the applicant.

The Applicant should note that excise tax of \$1,500 per RMC 3-4 will be do upon final approval of this Application.

STAFF RECOMMENDATION

The criteria for an amended plat have been met as explained above. The criteria for the variance to rear setbacks appears to have been met. Note that two separate motions will need to be made, one for the amended plat request and one for the variances, or two for the variances if there are different actions.

Staff recommends that the Planning Commission recommend approval to Town Council of this plat amendment for the True Grit Subdivision Lot A for owner Nathan Worswick as presented in this staff report.

Staff recommends approval of the variance request for rear setback for proposed Lots A1 and A2 of the Fort Smith Building Amended plat for owner Nathan Worswick as proposed.



Posted property from North Lena Street looking west.



Posted property from Sherman Street/Hwy 62 looking northwest.



Posted property from Sherman Street/Hwy 62 looking north.

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Application for: **Deviaton to Roof Pitch**

Location: **Solar Ranches Filing 2D, Lot 59**

Address: **TBD Sabeta Drive**

Zoned: **Residential (R)**

Applicant: **Douglas Byerly**

Property Owners: **Alex Mitchell and 47 Incestment Holdings, LLC c/o Jeff Pryor**

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.

A handwritten signature in black ink, appearing to read "Shay Coburn", written over a horizontal line.

DATED: March 14, 2019

Shay Coburn, Town Planner



Official Use Only

Receipt # CK#297

Date Received: 3-7-19

Initials: JK

Planning Commission Hearing Request

General Information

Applicant Name Douglas Byerly Application Date 3/7/19
Mailing Address PO box 12 Ridgway, CO 81432
Phone Number 970 903 5945 Email djbyerly1@yahoo.com
Owner Name ALEX MITCHELL AND JEFF PRYOR
Phone Number 303 818 4964 Email ALEX@PATHFINDERSOLUTIONS.ORG
Address of Property for Hearing LOT 59 SABETA DRIVE SOLAR RANCH Ridgway, CO.
Zoning District R-1 HOA 2D SOLAR RANCH

Action Requested

- | | |
|--|--|
| <input checked="" type="checkbox"/> Deviation to Single-Family Home Design Standards 6-6 | <input type="checkbox"/> Variance 7-3-16 |
| <input type="checkbox"/> Temporary Use Permit 7-3-13(C) | <input type="checkbox"/> Rezoning 7-3-17 |
| <input type="checkbox"/> Conditional Use 7-3-14 | <input type="checkbox"/> Subdivision 7-4 |
| <input type="checkbox"/> Change in Nonconforming Use 7-3-15 | <input type="checkbox"/> Other _____ |

Brief Description of Requested Action

A CHANGE IN SECOND LEVEL SHED ROOF PITCHES (2) FROM 3/12 TO 2/12 RESULTING IN A 2' (24") LOWER ROOF PEAK HEIGHT.

Required Fee Payable to the Town of Ridgway

Temporary Use Permit	\$100.00	Subdivisions	
Conditional Use	\$100.00	a. Sketch Plan	\$200.00 (plus \$10.00 / lot or unit)
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Variance from Floodplain Regulations	\$100.00	f. Replat	\$100.00 (plus \$20.00 / lot or unit)
<input checked="" type="checkbox"/> Deviations from Single Family Design Standards	<u>\$100.00</u>	g. Plat Amendment	\$100.00
		h. Planned Unit Development	See b and c above

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Variance

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Please note that incomplete applications will be rejected.

Applicant Signature

Date

3/7/19

Owner Signature

Date



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-6-15) (Mandatory 1-16)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR
OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
(LAND)**

☒ Property with No Residences)
☐ Property with Residences-Residential Addendum Attached)

Date: 10/04/17

AGREEMENT

1. **AGREEMENT.** Buyer agrees to buy and Seller agrees to sell, the Property described below on the terms and conditions set forth in this contract (Contract).

2. **PARTIES AND PROPERTY.**

2.1. Buyer. Buyer, Alexandra Mitchell 47 Investment Holdings, LLC, will
take title to the Property described below as ☐ Joint Tenants ☒ Tenants In Common ☐ Other

2.2. No Assignability. This Contract Is Not be assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. Seller. Seller, Kathryn A. Mollett, is the current owner of the
Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Ouray, Colorado:
Subd: SOLAR RANCHES #2D Lot: 59 S: 16 T: 45 R: 8
known as No. tbd Sabeta Drive Ridgway, CO 81432

Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of

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English (U.S.) Change

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View Converted Files

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Edit PDF

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with Acrobat Pro DC

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ACCOUNT # R002201

Parcel # 430516318059

TAX DISTRICT: 201

PROPERTY TAX NOTICE
2017 TAXES DUE IN 2018JEANNE CASOLARI
OURAY COUNTY TREASURER
BOX 149
OURAY, CO 81427-0149

TAX AUTHORITY	TAX LEVY	TEMP TAX CREDIT	GENERAL TAX	VALUATION	ACTUAL	ASSESSED
OURAY COUNTY (GENERAL FUN	9.12500	0.00000	\$418.09	LAND	\$158,000	\$45,820
OURAY COUNTY (ROAD & BRID	1.50800	0.00000	\$69.10	BUILDINGS/IMPROVE	\$0	\$0
OURAY COUNTY (SOCIAL SERV	0.56300	0.00000	\$25.80	PERSONAL	\$0	\$0
SCHOOL DISTRICT R-2 (RIDG	13.12100	0.00000	\$601.21	TOTAL	\$158,000	\$45,820
SCHOOL DISTRICT R-2 BOND	8.67900	0.00000	\$387.87	SR EXEMPTION	\$0	\$0
TOWN OF RIDGWAY	8.65100	0.00000	\$386.39	NET TOTAL	\$158,000	\$45,820
DALLAS PARK CEMETERY DIST	0.20300	0.00000	\$9.30			
COLORADO RIVER WATER CONS	0.25400	0.00000	\$11.84			
RIDGWAY FIRE PROTECTION D	3.59100	0.00000	\$184.54			
TRICOUNTY WATER CONSERVA	1.90400	0.00000	87.24			
RIDGWAY LIBRARY DISTRICT	2.82400	0.00000	\$129.40			
REGIONAL SERVICE AUTHORIT	0.00000	0.00000	\$0.00			
RIDGWAY LIBRARY DISTRICT	0.19400	0.00000	\$8.89			
SCHOOL DISTRICT R-2 SALAR	6.61300	0.00000	\$303.01			
OURAY COUNTY (EMS FUND)	2.00300	0.00000	\$91.78			
TOWN OF RIDGWAY RAMP BOND	0.00000	0.00000	\$0.00			
TOTALS	NET LEVY → 59.23300		\$2,714.06			
		ADMIN FEES	\$0.00			
		GRAND TOTAL	\$2,714.06			

S B 25- In absence of State Legislative
Funding, Your School General Fund mill
levy would have been 40.4270

MESSAGES

Ouray County Treasurer 970 / 325-4487

If your property taxes are being paid through an Escrow Account with your mortgage payment, you will still receive a tax bill. Colorado law requires that each owner of record be sent a notice, even if a mortgage company pays your taxes. If you are unsure if your taxes are being escrowed, please check with your mortgage company BEFORE paying your taxes. Overpayments will be refunded to the payor.

Please see reverse side of this form for additional information.

LEGAL DESCRIPTION OF PROPERTY

Subd: SOLAR RANCHES #2D Lot 59 S: 16 T: 45 R:
8

Unpaid prior year taxes:

No

Contact Treasurer's Office immediately if a number appears above

PAYMENT	DUE DATE	AMOUNT
FIRST HALF	FEB 28, 2018	\$1,357.03
SECOND HALF	JUNE 15, 2018	\$1,357.03
FULL PAYMENT	APRIL 30, 2018	\$2,714.06

SITUS ADDRESS: SABETA DR Ridgway

MITCHELL ALEXANDRA
47 INVESTMENT HOLDINGS LLC
3443 CRIPPLE CREEK SQ
BOULDER CO 80305-7156Make Checks Payable To:
OURAY COUNTY TREASURERPOST DATED CHECKS OR PARTIAL PAYMENTS ARE NOT
ACCEPTED.PLEASE INCLUDE SELF ADDRESSED STAMPED ENVELOPE
FOR RECEIPT.DO NOT PAY THIS BILL IF YOUR MORTGAGE COMPANY
WILL MAKE THIS PAYMENT.

**For this Record...**

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Summary

Details			
Name	47 Investment Holdings, LLC		
Status	Good Standing	Formation date	08/15/2012
ID number	20121442439	Form	Limited Liability Company
Periodic report month	February	Jurisdiction	Colorado
Principal office street address	14405 W. Colfax Ave., Suite 307, Lakewood, CO 80401, United States		
Principal office mailing address	14405 W. Colfax, 307, lakewood, CO 80401, United States		

Registered Agent	
Name	Jeff Pryor
Street address	14405 W. Colfax Ave., #307, Lakewood, CO 80401, United States
Mailing address	14405 w colfax 307, Lakewood, CO 80401, United States

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**Deviation to Roof Pitch Request
Solar Ranches 2D, Lot 59**

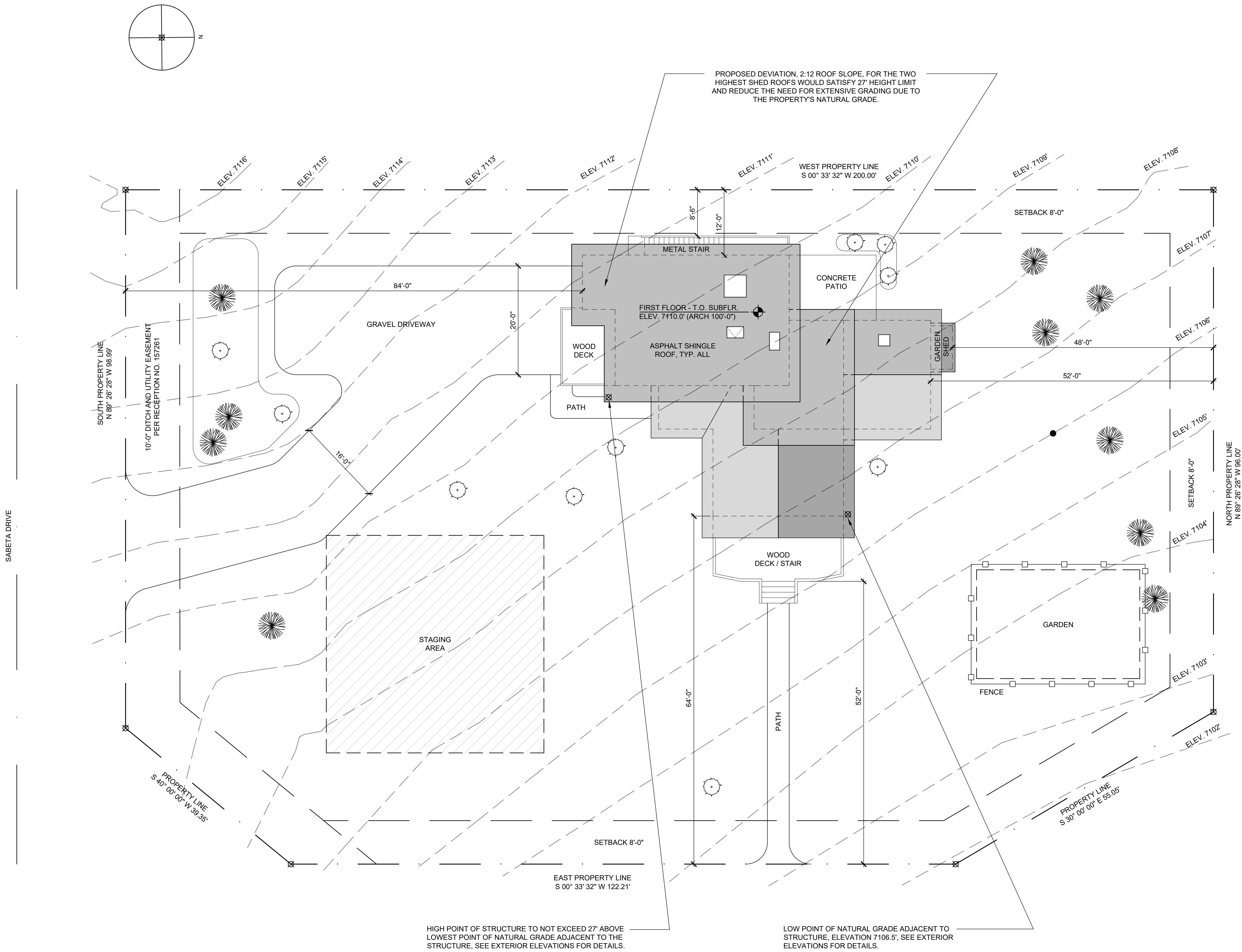
This request for a deviation to roof pitch was recommended to us by the HOA Architectural Review Committee and has been endorsed for approval by Planning Department staff. Our builder, architect and structural engineer also recommend this deviation for best building practice and strongest solution for full compliance.

The roof slope deviation will help us meet specific building criteria for a structurally sound home that is harmonious with neighboring structures. The visual difference between a 3:12 and 2:12 pitch is minimal and similar deviations have been granted to a number of homes in the area previously.

Specifically, a 2:12 roof pitch will:

- 1) Be compliant per the town's definition of structure height, as well as with the stricter neighborhood PUD rules.
- 2) Allow us to minimize the site work needed to fend off any potential flooding issues, and incur less impact to natural grade.

Thank you for your time and consideration!
Jeff Pryor & Alex Mitchell



Site Plan / Grading Plan

Scale: 1" = 10' - 0"

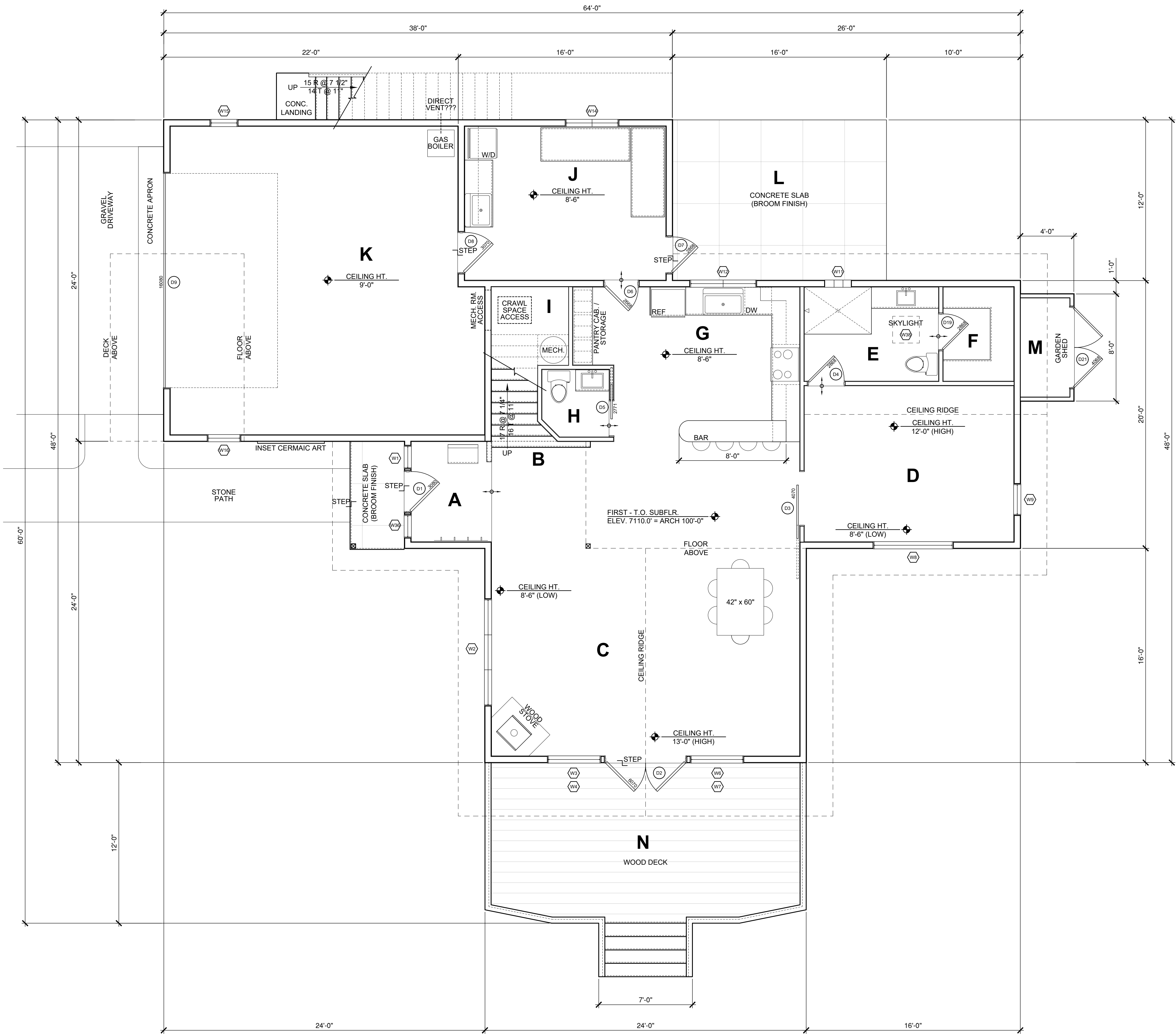
- GENERAL NOTES:**
- STRUCTURE TO NOT EXCEED 27' ABOVE LOWEST POINT OF NATURAL GRADE ADJACENT TO THE STRUCTURE.
 - PRESERVE NATURAL GRADE / DIRECTION OF SURFACE WATER FLOW ON SITE FROM SW CORNER TO NE CORNER.
 - MAINTAIN MIN. 6" CLEARANCE FROM GRADE TO T.O. OF FOUNDATION WALL W/ POSITIVE SLOPE AWAY FROM THE HOUSE FOR 10' PER CODE.
 - RAISED CONCRETE FOUNDATION WALL, PERIMETER DRAIN, & / OR INTERCEPTOR DRAIN TO BE INSTALLED AS NEEDED AT WEST PROPERTY LINE TO COMBAT HIGH NATURAL GRADE.

GENERAL NOTES:

- TYP. EXTERIOR WALLS ARE 2X6, UNLESS OTHERWISE NOTED.
- TYP. INTERIOR WALLS ARE 2X4 WOOD STUDS @ 24" O.C. w/ 1/2" GYPSUM BOARD ON BOTH SIDES.
- ALL OUTLETS & SWITCHES TO BE LOCATED & INSTALLED ACCORDING TO CODE. EXTERIOR OUTLETS TO BE GFCI PROTECTED & WEATHERPROOF.
- RECESSED CAN LIGHTS (4") TO BE LOCATED & INSTALLED PER CODE.
- EXTERIOR LIGHTS TO BE LOCATED & INSTALLED PER CODE. LIGHTS TO BE FULL CUTOFF FIXTURES, FULLY SHIELDED, & DIRECTED DOWNWARDS.
- SMOKE & CO DETECTORS TO BE LOCATED & INSTALLED ACCORDING TO CODE.
- SEE ROOF PLAN FOR GUTTER LOCATIONS, DOWNSPOUT TBD. IN FIELD.

1ST FLOOR INDEX:

(FLOOR / WALL / CEILING)	
A ENTRY	TILE / PTD. / PTD.
B STAIR	WOOD / PTD. / PTD.
C LIVING ROOM	WOOD / PTD. / PTD.
D BEDROOM 1	WOOD / PTD. / PTD.
E BATHROOM 1	TILE / PTD. / PTD.
F CLOSET	WOOD / PTD. / PTD.
G KITCHEN	WOOD / PTD. / PTD.
H POWDER ROOM	TILE / PTD. / PTD.
I MECH. ROOM	CONCRETE / X / X
J WORKSHOP	CONCRETE / X / X
K GARAGE	CONCRETE / X / X
L PATIO	CONCRETE / X / X
M GARDEN SHED	X / X / X
N DECK	WOOD / X / X



Plan - First Floor

Scale: 1/4" = 1' - 0"

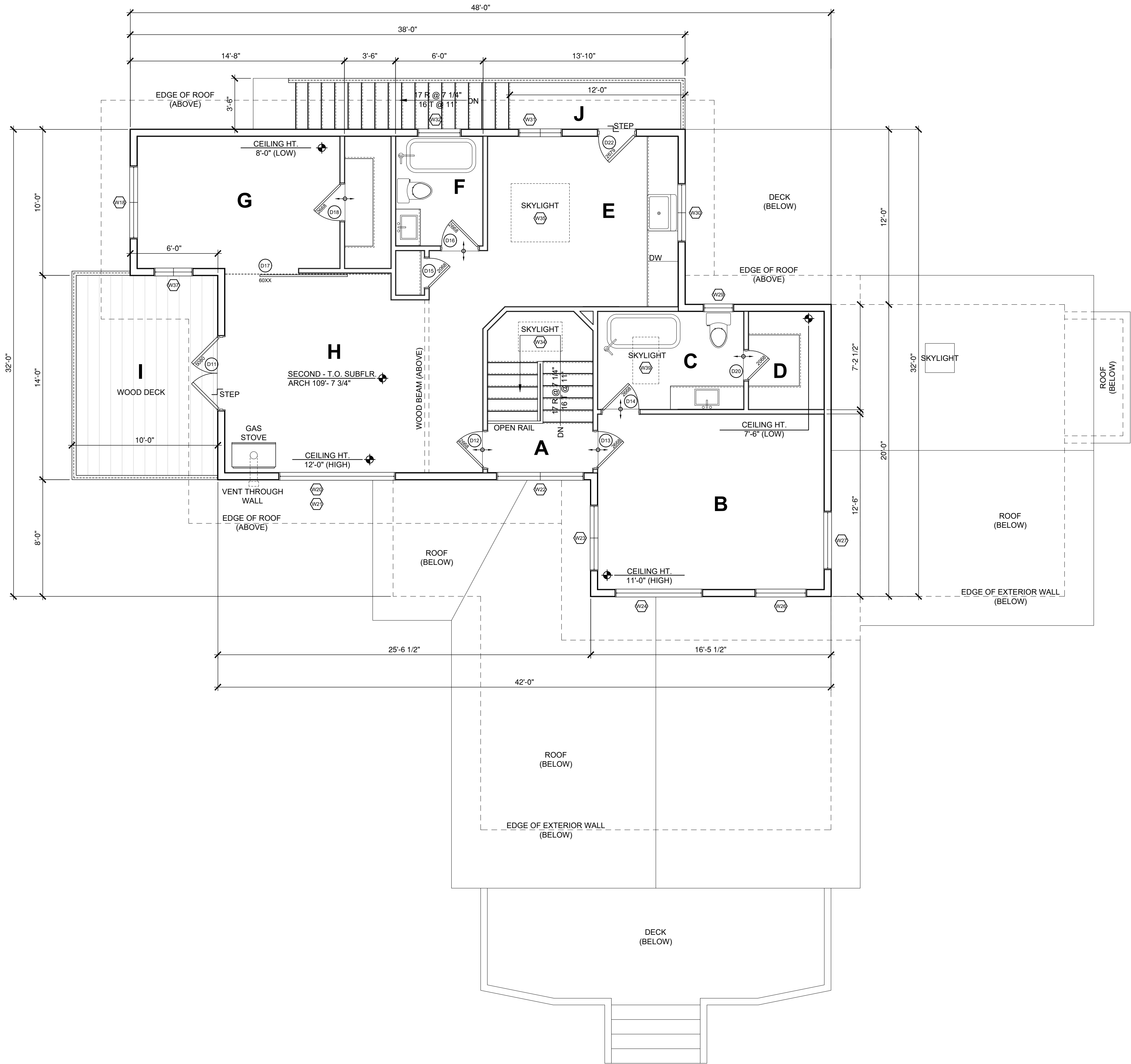


GENERAL NOTES:

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- TYP. INTERIOR WALLS ARE 2X4 WOOD STUDS @ 24" O.C. w/ 1/2" GYPSUM BOARD ON BOTH SIDES.
- ALL OUTLETS & SWITCHES TO BE LOCATED & INSTALLED ACCORDING TO CODE. EXTERIOR OUTLETS TO BE GFCI PROTECTED & WEATHERPROOF.
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- SMOKE & CO DETECTORS TO BE LOCATED & INSTALLED ACCORDING TO CODE.
- SEE ROOF PLAN FOR GUTTER LOCATIONS, DOWNSPOUT TBD. IN FIELD.

2ND FLOOR INDEX:

(FLOOR / WALL / CEILING)		
A	STAIR	WOOD / PTD. / PTD.
B	BEDROOM 2	WOOD / PTD. / PTD.
C	BATHROOM 2	TILE / PTD. / PTD.
D	CLOSET	WOOD / PTD. / PTD.
E	KITCHEN	WOOD / PTD. / PTD.
F	BATHROOM 3	WOOD / PTD. / PTD.
G	BEDROOM 3	WOOD / PTD. / PTD.
H	SITTING ROOM	WOOD / PTD. / PTD.
I	DECK	WOOD / X / X
J	EXTERIOR STAIR	METAL / X / X





Concept Design - Plan - Roof

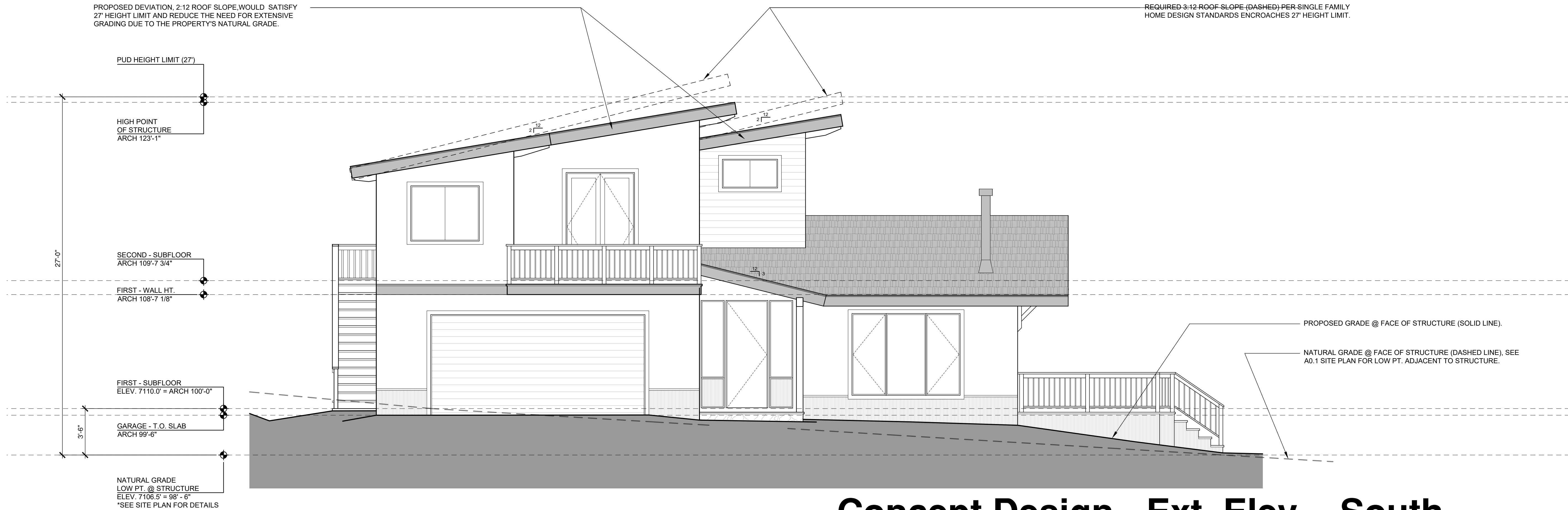
Scale: 1/4" = 1' - 0"





Concept Design - Ext. Elev. - East

Scale: 1/4" = 1' - 0"



Concept Design - Ext. Elev. - South

Scale: 1/4" = 1' - 0"



Concept Design - Ext. Elev. - North

Scale: 1/4" = 1' - 0"



Concept Design - Ext. Elev. - West

Scale: 1/4" = 1' - 0"

STAFF REPORT

Request: Variance for Roof Pitch
Legal: Solar Ranches Filing 2D, Lot 59
Address: TBD Sabeta Drive
Parcel #: 430516318059
Zone: Residential (R)
Applicant: Douglas Byerly
Owners: Alex Mitchell and 47 Investment Holdings, LLC c/o Jeff Pryor
Initiated By: Shay Coburn, Planner
Date: March 26, 2019

REQUEST

The subject property is in the Solar Ranches subdivision, filing 2D, (reception no. 157261) which is zoned Residential. The lot is accessed via Sabeta Drive, which abuts the southern property line.

The Applicant is requesting a deviation to the Single Family Home Design Standards, specifically 6-6-3(C) which addresses roof pitch requirements.

The Applicant has submitted a hearing application, fee, and building plans for this public hearing. The property and hearing have been noticed and posted.



CODE REQUIREMENTS

RMC §6-6 Single Family Home Design Standards

RMC §6-6-3 Development Standards

(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.

RMC §6-6-5 Deviations

(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:*

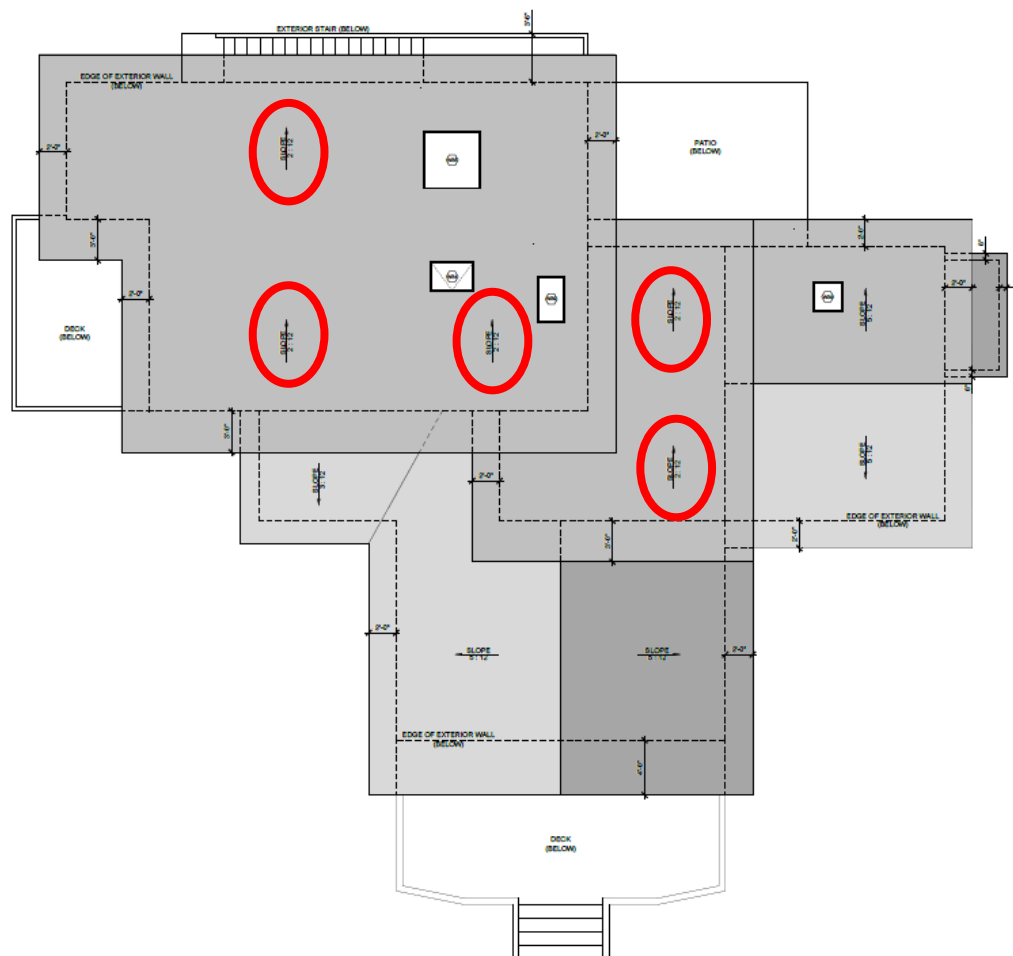
(1) The proposed architecture or construction standards provide compensating features that meet the intent and objectives of these standards.

(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.*

ANALYSIS

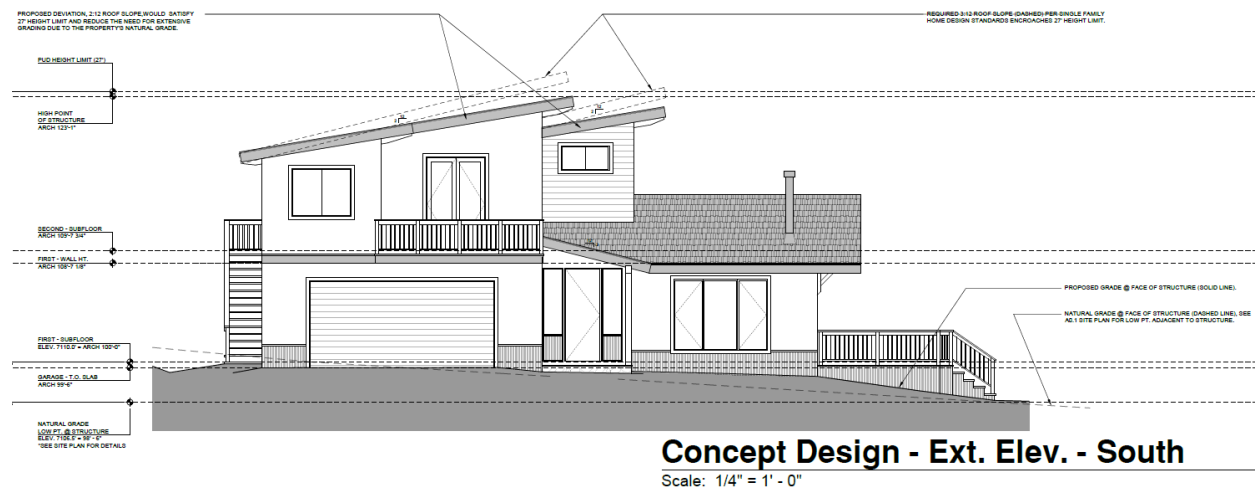
As shown in the code requirements above, all sloped roofs must have a roof pitch no less than 3:12. This deviation request is to have a roof pitch of 2:12 for the majority of this single-family house. This deviation may be granted by the Planning Commission if the two criteria listed above are met.



Roof pitches proposed to be less than 3:12 are circled in red.

Criteria one requires that the proposed architecture or construction standards provide compensating features that meet the intent and objectives of these standards. From the elevation drawings provided by the applicant, one can tell that the proposed architecture provides compensating features through varied roof lines, varied heights, varied building mass, and the inclusion of solids and voids. This design is unique and will add to the “eclectic architecture” of the Town. In addition, reducing the pitch of this roof would help the applicant meet the 27-foot height requirement while reducing the need for additional site grading.

Criteria two requires that the structure is compatible and harmonious with the structures in the immediate vicinity. While mostly surrounded with open space and vacant lots, there are a few homes to the south of the subject property. This proposed structure is similar in that it would be set back quite a way from Sabeta Drive, it is one to two stories, and has varied roof lines. The houses surrounding the subject property range from about 1900 square feet to 2500 square feet. This house is proposed to be just over 3000 square feet. Surrounding structures appear to mostly have gable roofs while this proposed structure has a few prominent shed roofs and a few gable roofs.



South elevation showing proposed 2:12 roof pitch and 3:12 roof pitch in dashed lines.

STAFF RECOMMENDATION

Given the two criteria for a deviation appear to have been met, staff recommends approval of this application for a deviation to the roof pitch requirements of the Single Family Home Design Guidelines for Solar Ranches Filing 2D Lot 59 for owners Alex Mitchell and 47 Investment Holdings, LLC c/o Jeff Pryor as presented in this staff report.



Posted property looking north

**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, March 26th, 2019 at 5:30 p.m., to receive and consider all evidence and reports relative to the application described below:

Application for: Preliminary Plat for RiverSage Phase 2

Location: Outlot on RiverSage PUD Plat

Address: TBD RiverSage Drive/Chester Court

Zoned: Residential (R)

Applicant: Rick Weaver

Property Owner: RiverSage Ridgway LLC

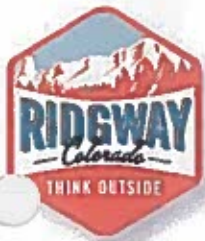
ALL INTERESTED PARTIES are invited to attend said hearing and express opinions or submit written testimony for or against the proposal, to the Town Clerk.

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

A handwritten signature in black ink, appearing to read "Shay Coburn", written in a cursive style.

DATED: March 14, 2019

Shay Coburn, Town Planner



Official Use Only

Receipt # 982379

Date Received: 2/25/19

Initials: SC

\$560 CHK # 6059

Planning Commission Hearing Request

General Information

Applicant Name RICK WEAVER

Application Date 2/25/19

Mailing Address 810 B TABERNASH LN RIDGWAY 81432

Phone Number 970-275-8866 Email Rweaver2401@gmail.com

Owner Name RIVERSAGE LLC

Phone Number 970-275-8866 Email Rweaver2401@gmail.com

Address of Property for Hearing RIVERSAGE PHASE 2

Zoning District Residential

Action Requested

- ☐ Deviation to Single-Family Home Design Standards 6-6
☐ Temporary Use Permit 7-3-13(C)
☐ Conditional Use 7-3-14
☐ Change in Nonconforming Use 7-3-15

- ☐ Variance 7-3-16
☐ Rezoning 7-3-17
☒ Subdivision 7-4 PHASE 2
☐ Other _____

Brief Description of Requested Action

HEARING FOR RIVERSAGE PHASE 2 PRELIMINARY PLAT.
\$560 8 LOTS-

Required Fee Payable to the Town of Ridgway

Temporary Use Permit	\$100.00
Conditional Use	\$100.00
Change in Nonconforming Use	\$100.00
Variances & Appeals	\$150.00
Rezoning	\$200.00
Other Reviews Pursuant to 7-3-18	\$100.00
Variance from Floodplain Regulations	\$100.00
Deviations from Single Family Design Standards	\$100.00

Subdivisions	
a. Sketch Plan	\$200.00 (plus \$10.00 / lot or unit)
b. Preliminary Plat	\$400.00 (plus \$20.00 / lot or unit)
c. Final Plat	\$300.00
d. Minor Subdivision	\$200.00
e. Lot Split	\$100.00
f. Replat	\$100.00 (plus \$20.00 / lot or unit)
g. Plat Amendment	\$100.00
h. Planned Unit Development	See b and c above

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.



Attachments Required

For ALL Applications

- ☐ Evidence of ownership or written notarized consent of legal owner(s).
- ☐ Information proving compliance with applicable criteria (see the Ridgway Municipal Code for criteria), like a narrative, site plans, and/or architectural drawings drawn to scale on paper size of 8.5 x 11 or 11 x 17.

Conditional Use Permits

- ☐ The site plan shall show the location of building(s), abutting streets, all dimensions, off-street parking requirements, and landscaping.
- ☐ Architectural drawings shall include elevations and details of building(s).

Changes in Nonconforming Use

- ☐ Description of existing non-conformity.

Variance

- ☐ The site plan shall show the details of the variance request and existing uses within 100 ft. of property.

Rezoning

- ☐ Legal description, current zoning, and requested zoning of property.

Subdivision

- ☐ All requirements established by Municipal Code Section 7-4.
- ☐ Sketch plan submittals shall be submitted at least 21 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.
- ☐ Preliminary plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.
- ☐ Final plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.

Please note that incomplete applications will be rejected.

Applicant Signature _____

Date _____

Owner Signature _____

Date _____

RIVERSAGE SUBDIVISION PHASE 2 PROJECT NARRATIVE

OVERVIEW

This narrative is based on the discussion at the previous meeting between RiverSage LLC and the Ridgway Town Council at their January 2019 meeting — along with the Phase 2 Preliminary Plat and revised Engineered Plans for Phase 2, prepared by Del-Mont Consultants. It is our goal to complete infrastructure construction by the end of July, 2019.

BASIC DEVELOPMENT PLAN

Phase 2 consists of 8 new single family home Lots (9-16), approx. 2 acres each, with building envelopes not to exceed 1/2 acre.

Access to each Lot will be from Chester Court, which will be extended from the previous plans by about 200 feet, in order to access the westernmost lots 13 and 14, previously accessed by an extension up the hill of RiverSage Drive, which will now end at the existing cul-de-sac at Lot 8. In addition, Lots 15 and 16 from the previous Phase 3 have been moved into Phase 2 (see sketch plan and engineered plans).

The original number of Lots in all 3 Phases was 20 — however, with this new plan, **RiverSage Phase 3 is being eliminated, and the land set aside for the original Lots 15-20, approx. 20 acres, will be donated back to the Town to expand the Weaver Memorial Park.** In return for this (and the elimination of a net 4 Lots), the previously agreed upon pedestrian bridge and accompanying lights will no longer be required. The Town, as the Park owner, will retain the right to install a bridge of its own alongside the vehicular bridge or elsewhere along the bike path. To date, RiverSage is unaware of any safety-related complaints about the existing vehicular bridge, but if the Town desires we will install any additional requested signage and/or paint a pedestrian/bicycle lane along the south side of the existing bridge. For safer visibility we have already cut back the willows on the west side of RiverSage Dr. approaching the bridge from the East.

UTILITIES

Tri-County water, SMPA, and Black Hills Energy will continue to serve the Phase 2 homes, and these utilities are indicated on the new engineered plans. Century Link no longer installs residential underground phone lines — we will explore other options but have also been told that a home's "land line" can be accessed via the internet, which remains available. And of course there are always cell phones.

WATER/SEWAGE CONSUMPTION — Estimated water consumption is unchanged from Phase 1 (Single family home w/minimum watering). There are no sewers in RiverSage — all homes must have a properly engineered septic system.

SIDEWALKS, CURBS, LIGHTS, PAVING

As in Phase 1, there are no sidewalks curbs, or streetlights in RiverSage. While no further paving is required, any potential paving (or chip seal) would be a result of a financial agreement between RiverSage LLC and the RiverSage HOA. Should paving eventually occur, the Town would be notified ahead of time, and any asphalt specs would be the same as the paving on RiverSage Drive from the highway to the bridge.

DRAINAGE

Because RiverSage Dr. is not being extended up the hill, the original Drainage Report was updated and indicates less overall drainage.

OTHER DOCUMENTS

The SOILS REPORT has not changed since Phase 1 — if necessary, please refer to the report we previously submitted, but there were no hazards indicated in Phase 2 (only Phase 1 Lot 2).

The CDOT ACCESS PERMIT is unchanged — please refer to the one already submitted.

The STORMWATER PERMIT is unchanged — we renew this every year — please refer to the one already submitted. The storm drainage system is included on the new engineered plans.

The WEED ABATEMENT PLAN is unchanged — we do not think there are noxious weeds in Phase 2, but in May, when the snow melts, we will visit

the site with Ron Mabry to get an assessment and remove any weeds in accordance with our previously submitted plan.

LANDSCAPING/IRRIGATION — because it is a low-impact development emphasizing xeriscaping, RiverSage was not required to submit a typical Town of Ridgway Landscape/Irrigation plan for Phase 1. There are landscaping/irrigation requirements and restrictions in our Design Guidelines that limit lawns, fencing, etc., and require additional trees and all plants to be a safe distance from the homes to retard a potential fire.

MINERAL RIGHTS

The County Assessor has confirmed that there are no mineral rights holders on the Phase 2 or 3 acreage.

INCLUDED DOCUMENTS

A sketch plan, the RiverSage CCRs, Design Guidelines, Plat Notes, HOA Bylaws and the updated and original Drainage Reports are in this folder. Plat Notes are also attached to the Preliminary Plat.

SUBDIVISION IMPROVEMENTS AGREEMENT

As mentioned previously, the pedestrian bridge and lights requirement would be deleted. RiverSage will still revegetate as necessary with indigenous grasses alongside the new road.

NEW SINGLE USE EASEMENT (FOR DALLAS MEADOWS HOA)

RiverSage currently has an agreement with DMHOA that allows them to use our fire road — the only practical access to their well, which needs periodic maintenance. However, with the installation of Phase 2, this road will no longer be available, so I instructed our engineer to create a new single use easement through the new park area that begins at the end of RiverSage Dr. and winds up the hill over to the well. You will see this on the new plans, and DMHOA is aware they will need a new agreement with the Town that permits continued access to their well via this easement. (My HOA contact is John Young). Thanks for helping them out.

AS-BUILTS AND EXCISE TAXES

Del-Mont will submit the As Builts when infrastructure is complete, and RiverSage will pay the Excise Taxes when required (8 x \$1500 = \$12,000)

20 MPH SPEED LIMIT SIGN

(At the Highway 550 entrance)

This sign has faded to the point where it is very hard to read. I do not know if it was a conscious decision by the Town, but it was never changed to 15 mph., (and for what it's worth, given the amount of traffic, I think a 20 mph limit in RiverSage is okay). In any case, assuming you have one, please replace the existing sign with a more readable one reading 20 or 15. RiverSage can replace the "ALL ROADS" sign underneath. Thanks.

Thank you for your consideration. If there are any questions prior to the March 27th Planning Commission Meeting, please don't hesitate to ask.



Rick Weaver
RiverSage Phase 2 Project Manager
970-275-8866
Rweaver2401@gmail.com

18 Sept 2018

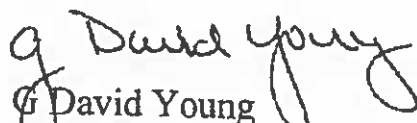
Ridgway Town Planning Commission

Ref: Riversage Development Update Proposal

Recently, the Riversage developers have submitted for our review a proposal to develop Riversage in a final phase of development that would include a change to current existing plans. This revised plan would create a total of 8 lots into the current Phase 2 development plans, eliminate a planned Phase 3 addition to Riversage and donate approximately 20 acres to the town of Ridgway to be incorporated into the existing Dennis Weaver Memorial Park-space. The new plan would be Phase 2 with lots 9-16 and no Phase 3. It is our understanding and expectation that by donating this additional land, the approximately 20 acres would not be used for any future development and would remain as part of the Memorial Park land in perpetuity.

All Riversage property owners who could be most impacted by the development owners' plans to further develop a total of 8 lots, comprising the final build-out, have studied the plan which shows the location of these lots. These property owners have no objection to the plan, provided it retains all existing walking paths in the Riversage development, especially the path north of lots 4 to 8. Furthermore, the current property owners recognize that by eliminating Phase 3 of the developers existing plan and donating these approximately 20 acres to the town to be incorporated into the existing Memorial Park, that no further development will occur in Riversage after Phase 2.

We further recognize that this updated plan will be advantageous to all concerned and we are supportive of this generous contribution of additional Memorial Park land to our town.


David Young
President

Riversage Homeowners Association

BYLAWS
of
RiverSage HOMEOWNERS ASSOCIATION, INC.,
a Colorado non-profit corporation

These are the Bylaws of RiverSage Homeowners Association, Inc. (the "Association"), which shall operate under the Colorado Revised Nonprofit Corporation Act, as amended (the "CRNCA") and the Colorado Common Interest Ownership Act, as amended (the "Act"). Terms used herein shall have the meaning set forth in the Declaration and in the Act.

ARTICLE I
OFFICES

The principal office of the Association shall be 210 Rusty Spur, Ridgway, CO 81432 with a mailing address of PO Box 421, Ridgway, CO 81432-0381

The Executive Board of Directors, in its discretion, may keep and maintain other offices within or without the State of Colorado wherever the business of the Association may require.

ARTICLE II
MEMBERSHIPS

A. Memberships. There shall be one membership in the Association for each of the "Owners" of a "Lot", as those terms are defined in the Declaration of Conditions, Covenants and Restrictions for RiverSage P.U.D., Town of Ridgway, County of Ouray, recorded on _____, at Reception No. _____, *et seq.*, in the office of the Clerk and Recorder of Ouray County, Colorado (the "Declaration") existing in the Common Interest Community described in said Declaration. While there may be multiple owners of a Lot, each being a member in the Association, in no event shall more than one vote per Lot be cast on any matter in which members of the Association are entitled to vote, the vote for any Lot owned by multiple owners being exercised as determined among such Owners. No person or entity other than an Owner of a Lot may be a member of the Association.

B. Transfer of Membership. A membership in the Association and the share of a membership in the assets of the Association shall not be assigned, encumbered, or transferred in any manner except as an appurtenance to transfer title to the Lot to which the membership pertains; provided, however, that the rights of membership may be assigned to the holder of a mortgage, deed of trust, or other security instrument on a Lot as further security for a loan secured by a lien on such Lot. A transfer of membership shall occur automatically upon the transfer of title to the Lot to which the membership pertains, but the Association shall be entitled to treat the person or persons in whose name or names the membership is recorded on the books and records of the Association as the member for all purposes until such time as evidence of a transfer of title, satisfactory to the Association, has been submitted to the secretary.

A transfer of membership shall not release the transferor from liability for obligations

accrued incident to such membership prior to such transfer. In the event of dispute as to ownership appurtenant thereto, title to the Lot, as shown in the records of the County Clerk and Recorder of Ouray County, Colorado, shall be determinative.

C. Voting Rights. Where the vote of the Member is required or permitted by the statutes of the State of Colorado, the Declaration, or by the Articles of Incorporation or these Bylaws, Members shall be entitled to only one vote per Lot in the Common Interest Community.

Where there are co-owners of a Lot (whether by joint tenancy, tenancy in common, or otherwise) any one of such co-owners present or represented by proxy, shall be accepted automatically by the Association as the agent and attorney in fact for other co-owners not present or represented by proxy, for the purpose of casting the vote of that membership. If more than one of the Owners is present, the vote allocated to the Lot may be cast only in accordance with the agreement of a majority of the Owners of that Lot. Majority agreement exists if any one of the Owners casts the vote allocated to the Lot without protest being made promptly to the person presiding over the meeting by another Owner of the Lot. If a majority of Owners of a Lot cannot agree as to the casting of a vote, then the Association may disregard or any attempted vote by a minority Owner. Voting by proxy shall be permitted. Proxies must be executed in writing by the Owner or co-owner or his duly authorized attorney-in-fact, and must be filed with the secretary before the appointed time of each meeting. No proxy shall be valid after eleven months from the date of its execution unless a shorter term is specified in the proxy. The Association may suspend the voting rights of a member for failure to comply with the rules or regulations of the Association or for failure to comply with any other obligations of a Lot Owner under the Declaration.

D. Annual Meeting. An annual meeting of the members for the purpose of voting on such matters as properly may come before the meeting shall be held on the third Wednesday in March of each year at a convenient location in Ouray County, Colorado, to be selected by the Executive Board of Directors.

E. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors or by written request of three or more of the votes of the outstanding memberships, and shall be held at a convenient location in Ouray County, Colorado, to be selected by the person calling the meeting.

F. Meeting to Approve Annual Budget. At the annual meeting of the Owner/Members or at a special meeting of the Owner/Members called for such purpose, the Owner/Members shall be afforded the opportunity to veto the budget of projected revenues, expenditures and reserves for the Association's next fiscal year as proposed by the Executive Board. A summary of the proposed budget approved by the Executive Board shall be mailed to the Owner/Members within thirty (30) days of its adoption along with a notice of meeting of the Association Members to be held not less than ten (10) nor more than fifty (50) days after mailing of the summary to the Members (or in the alternative, together with a ballot and information sufficient to satisfy the provisions of Section 109 of the CRNCA and subparagraph J below). Unless sixty-seven percent (67%) of all Lots entitled to vote veto the proposed budget, the budget is ratified. There are no quorum requirements for this meeting. In the event the proposed budget is vetoed, the budget

last ratified by the Members continues until such time as the Members ratify a subsequent budget proposed by the Executive Board as provided below.

G. Notices and Waivers. Notices of annual and special meetings of the members must be given in writing and must state the place, day and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called. Such notice shall be delivered not less than ten or more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officers or persons calling the meeting, and shall be given to each such Owner or co-owner of a membership entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to such Owner or co-owner at his address as it appears on the records of the Association, with postage prepaid thereon.

Written waiver of notice signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

H. Quorum: Vote Required; Adjournment. The votes represented by person or by proxy for twenty percent (20%) of all Lots shall constitute a quorum at any meeting of members. If a quorum exists, the action by a majority of the votes present or represented by proxy shall be the act of the members. If a quorum does not exist, a majority of the votes present in person or by proxy may adjourn the meeting for a period of time not exceeding thirty days. If at the adjourned meeting less than a quorum is present those present shall constitute a quorum, and a majority of the votes cast shall be sufficient to pass all resolutions, or acts.

I. Action of Members without a Meeting. Any action required to be taken or any action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a majority (unless a greater percentage is required by these Bylaws, the Articles of Incorporation, the Act or the CRNCA) of all of the Owners of memberships entitled to vote with respect to the subject matter thereof. Each Lot shall be entitled to one vote, and one Owner or co-owner of said Lot shall execute the consent set forth herein above.

J. Voting by Mail. Except as limited by subparagraph H. of Article III, the Executive Board may decide that voting of the Members on any matter required or permitted by the statutes of Colorado, the Declaration, the Articles of Incorporation, or these Bylaws shall be by written ballot. Pursuant to the CRNCA, any action that may be taken at any annual, regular or special meeting of Members may be taken without a meeting if the Secretary delivers a written ballot to every Member entitled to vote on the matter. "Delivery" to the Member of the ballot, and the Member's return of the completed ballot shall be made by the same methods available for providing notice to a member set forth in subparagraph G of this Article II above.

1. A written ballot shall: (i) set forth each proposed action; and (ii) provide an opportunity to vote for or against each proposed action.

2. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the

number approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

3. All solicitations for votes by written ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than the election of a member of the Executive Board; (iii) specify the time by which a ballot must be received by the Association in order to be counted; and (iv) be accompanied by written information sufficient to permit each person casting such ballot to reach an informed decision on the matter.

4. A written ballot, once received by the Association, may not be revoked unless the Owner casting the written ballot appears in person at a meeting convened to consider any one or more of the matters on the ballot.

ARTICLE III EXECUTIVE BOARD OF DIRECTORS

A. Number; Qualification. The Declaration shall govern the appointment of members of the Executive Board during the period of Declarant Control. The initial Executive Board of Directors shall consist of two (2) members. After the first Lot is sold to a person other than the Declarant, the Executive Board shall consist of three (3) members. Only Owners, eligible to vote and otherwise in good standing, or officers of any corporate Owner of a Lot, or a partner in any partnership owning a Lot, or trustee of any trust owning a Lot, may be elected or appointed to fill a vacancy on the Executive Board; provided, however, Declarant shall have the right to appoint members to the Executive Board who shall not necessarily be Owners of Lots and to have said members remain on the Executive Board as provided in the Declaration and the Act. In the case where, through removal or resignation, the total number of Executive Board members is less than three, the Executive board will be considered properly constituted until such vacancies are filled.

B. Qualification; Term. With the exception of Declarant-appointed members of the Executive Board, Directors must be members of this corporation, or officers of any corporate Owner of a Lot, or a partner in any partnership owning a Lot, or trustee of any trust owning a Lot. Directors shall be elected by the members at annual meetings and shall serve until the next annual meeting of members or until their successors are duly elected and qualified.

C. Succession Upon Transfer of Lot or Resignation of Director. Upon the transfer of any Lot by an owner serving on the Executive Board, or the resignation of any owner serving on the Executive Board, the seat occupied by such director shall be deemed vacant, and such vacancy shall be filled forthwith by the remaining members of the Executive Board. Each person so elected or appointed to fill a vacancy shall serve on the Executive Board for the remainder of the term of the director so replaced.

D. Meetings. There shall be a regular meeting of the Executive Board immediately following the annual meeting of the members of the Association, and the Board may establish regular meetings to be held at such other places and at such other times as it may determine from

time to time. After the establishment of the time and place for such regular meetings, no further notice thereof need be given. Special meetings of the Board may be called by the president, or, upon written request delivered to the secretary of the Association by any one Director.

E. Notices and Waiver. The secretary shall give three days notice of special meetings to each Director. Such notice may be given orally, in person or by telephone, or in writing, served on or mailed to each Director. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Executive Board of Directors need be specified in the notice of waiver of such meeting.

Written waiver of notice signed by a Director, whether before or after the time stated therein, shall be the equivalent to the giving of such notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

F. Quorum; Vote Required; Adjournment. At any meeting of the Executive Board after sale of a Lot by Declarant, two (2) of the number of Directors acting and qualified shall constitute a quorum for the transaction of business. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Executive Board, except as otherwise specifically required by law, the Articles of Incorporation, these Bylaws or the Declaration. If a quorum does not exist, a majority of the Directors present may adjourn the meeting for a time not exceeding thirty days. If a quorum is not present at such adjourned meeting, those present shall constitute a quorum, and a vote of a majority shall be sufficient to pass all resolutions or other acts.

G. Action of Directors without a Meeting. Any action required to be taken, or any action which may be taken, at a meeting of the Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken shall be signed by a majority of the Directors entitled to vote with respect to the subject matter thereof.

H. Types of Communication in Lieu of Attendance. Any member of the Executive Board may attend a meeting of the Executive Board by: (i) using an electronic or telephonic communication method whereby the member may be heard by the other members and may hear the deliberations of the other members on any matter properly brought before the Executive Board; or (ii) by participating in "real time" e-mail communication when all Board members are participating in this form of communication. The vote of such member shall be counted and the presence noted as if that member was present in person on that particular matter.

ARTICLE IV OFFICERS

A. General. The officers of the Association may consist of a president, one or more vice presidents, a secretary and a treasurer or a combined secretary-treasurer. The officers of the Association shall serve at the pleasure of the Executive Board, and the Executive Board may appoint such other officers, agents, factors and employees as it may deem necessary or desirable.

Officers may be, but need not be, members of the Association. Any person may hold two or more offices simultaneously, except that the president shall not hold any other office.

B. President. The president shall be the principal executive officer of the Association and, subject to the control of the Executive Board, shall direct, supervise, coordinate and have general control over the affairs of the Association and shall have the powers generally attributable to the chief executive officer of the Association. The president shall preside at all meetings of the members of the Association.

C. Vice President. Vice presidents may act in place of the president in case of this death, absence, inability or failure to act and shall perform such other duties and have such authority as is from time to time delegated by the Executive Board or by the president.

D. Secretary. The secretary shall be the custodian of the records and of the seal of the Association and shall affix the seal to all documents requiring the same; shall see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law and that the books, reports, and other documents and records of the Association are properly kept and filed; shall keep minutes of the proceedings of the members and of the Executive Board; shall keep a record of the names and addresses of the Owners and co-owners entitled to vote and, in general, shall perform all duties incident to the office of the secretary and such other duties as may, from time to time, be assigned to him by the Executive Board or by the president.

E. Treasurer. The treasurer shall have charge and custody of and be responsible for all funds and securities of the Association, shall deposit all such funds in the name of the Association in such depositories as shall be designated by the Board of Directors, shall keep correct and complete books and records of account and records of financial transactions and conditions of the Association and shall submit such reports thereof as the Executive Board may, from time to time, require and, in general, shall perform all the duties incident to the office of the treasurer, and such other duties as may from time to time be assigned to him by the Executive Board of Directors or by the president.

F. Compensation. Subject to the restrictions in these By-laws, officers, agents, factors and employees shall receive such reasonable compensation for their services as may be authorized or ratified by the Executive Board. It is, to be specifically understood, however, that appointment of an officer, agent, factor or employee shall not of itself create contractual rights to compensation for services performed as such officer, agent, factor or employee.

ARTICLE V CONTRACTS, CONVEYANCE, CHECKS AND MISCELLANEOUS

A. Contracts. The Executive Board may authorize any officer or agent of the Association to enter into any contract or execute and deliver any instrument in the name of the Association, except as otherwise specifically required by the Articles of Incorporation or these Bylaws.

B. Conveyances and Encumbrances. Association property may be conveyed or

encumbered by authority of the Executive Board or such other person or persons to whom such authority may be delegated by resolution of the Board. Conveyances or encumbrances shall be by instrument executed by the president or a vice president and the secretary, or executed by such other person or persons to whom such authority may be delegated by the Board.

C. Checks. All checks, drafts, notes and others for the payment of money shall be signed by the president or a vice president or the treasurer, or shall be signed by such other officer or officers of the Association as shall be duly authorized by resolution of the Executive Board. Any check, draft, or note in excess of \$1,000.00 shall require the express approval of the Executive Board and the signature of at least two (2) officers of the Association.

D. Fiscal Year. The fiscal year of the Association shall be the calendar year.

E. Seal. There shall be no corporate seal.

ARTICLE VI RIGHTS AND OBLIGATIONS OF THE ASSOCIATION AND THE MEMBERS

A. Annual Assessments. The Executive Board of Directors may fix, levy, and collect assessments in the manner and for the purposes specified in the Declaration, and the members shall pay assessments as therein provided.

B. Other Rights and Obligations. The Executive Board may act in all instances on behalf of the Association in the performance of all obligations and duties and the exercise all rights and powers of the Association as set forth in the Declaration and the Act. All the relative rights and duties of the Association and the members as therein prescribed shall be binding on said parties to the same extent as if set forth in full in these Bylaws. Without limiting the generality of the foregoing the Executive Board shall have the following duties and powers:

1. Adopt and amend Bylaws and Rules and Regulations.
2. Adopt and amend budgets for revenues, expenditures and reserves. As part of the adoption of the regular budget the Executive Board shall include an amount which, in its reasonable business judgment, will establish and maintain an adequate reserve fund for the expansion, modification or replacement of improvements to the Common Elements based upon the age, remaining life and the quantity and replacement cost of improvements to the Common Elements.
3. Suspend the voting interests allocated to a Lot, and the right of an Owner to cast such votes, or by proxy the votes of another, during any period in which such Owner is in default in the payment of any Assessment, or, after notice and hearing, during any time in which an Owner is in violation of any other provision of the Governing Documents.
4. Hire and discharge managing agents.
5. Hire and discharge employees, independent contractors and agents.
6. Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violations of the Governing Documents in the Association's name, on behalf of the Association or on behalf of two or more Owners in matters affecting the Common Interest

Community.

7. Make contracts and incur liabilities.
8. Regulate the use, maintenance, repair, replacement and modification of all property within the Project.
9. Cause additional improvements to be made as a part of the Common Elements.
10. Acquire, hold, encumber and convey, in the Association's name, any right, title or interest to real estate or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to Section 312 of the Act.
11. Grant easements for any period of time, including permanent easements, and grant leases, licenses and concessions, through, over or under the Common Elements.
12. Impose and receive, on behalf of the Association, a payment, fee or charge for services provided to Owners and for the use, rental and operation of the Common Elements.
13. Establish from time to time, and thereafter impose, charges for late payment of Assessments or any other sums due and, after notice and hearing, levy a reasonable fine for a violation of the Governing Documents.
14. Impose a reasonable charge for the preparation and recording of amendments to the Declaration or statements of unpaid Assessments.
15. Provide for the indemnification of the Association's officers and the Executive Board to the extent provided by law, provide for the indemnification of committee members to the extent the Executive Board deems just and reasonable, and maintain directors' and officers' liability insurance.
16. Declare the office of a member of the Executive Board to be vacant in the event such member shall fail to participate in three (3) regular meetings of the Executive Board during any one year period.
17. Appoint any committee as required or permitted by the Declaration or these Bylaws or as may be deemed appropriate by the Executive Board to carry out its purposes and duties, and by resolution, establish committees, permanent and standing, to perform any of the above functions under specifically delegated administrative standards as designated in the resolution establishing the committee.
18. By resolution, set forth policies and procedures which shall be considered incorporated herein by reference as though set forth in full, and which provide for corporate actions and powers which are different than those set forth in the CRNCA but which are permitted by the CRNCA to be "otherwise set forth in the Bylaws." Such resolutions shall be given the same force and effect as if specifically enumerated in these Bylaws.
19. Exercise any other powers conferred by the Declaration, the Articles of Incorporation, these Bylaws, the Act or the CRNCA.
20. Exercise any other power necessary and proper for the governance and operation of the Association.
21. Exercise any other power that may be exercised in the state by a legal entity of the same type as the Association.

C. Tax exempt requirements. If the Association is a tax exempt organization within the meaning of Federal law, the Association shall meet these requirements:

1. the Association is organized and operated to provide for acquisition, construction, management, maintenance and care of the Association's property;
2. a minimum of 60% of the organization's income must come from Members

assessments, special assessments or dues;

3. a minimum of 90% of the annual expenditures of the association shall be spent to acquire, construct, manage maintain and care or improve its property;

4. no part of the association's net earnings shall inure to the benefit of any private shareholder or individual; and

5. substantially all of the dwelling Lots in the Common Interest Community shall be used by individuals for residences.

ARTICLE VII INDEMNIFICATION

A. Actions Other Than by or in the Right of the Association. The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action, suit, proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a member of the Executive Board or officer of the Association, who is or was serving at the request of the Association in such capacity, against expenses (including expert witness fees, attorneys' fees and costs) judgments, fines, amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which such individual reasonably believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Determination of any action, suit or proceeding by judgment, order settlement or conviction, or upon a pleas of *nolo contendere* or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner he or she reasonably believed to be in the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe his or her conduct was unlawful. Such liability shall be satisfied within thirty (30) days after request therefore if there exists adequate operating funds but, if not, the funds shall be raised by a special assessment of the Owners as quickly as possible, with the need of Owners' approval.

B. Actions By or in the Right of the Association. The Association shall indemnify any person who was or is a party or who is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure judgment in its favor by reason of the fact that such person is or was a member of the Executive Board or officer of the Association or is or was serving at the request of the Association in such capacity, against expenses (including expert witness fees, attorneys' fees and costs) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner which he or she reasonably believed to be in the best interests of the Association; but no indemnification shall be made in respect of any claim, issue or matter as to which such person has been adjudged to be liable for negligence, recklessness or willful misconduct in the performance of his or her duty in the Association unless, and to the extent that the court in which such action or suit was brought determines upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is

fairly and reasonably entitled to indemnification for such expenses if such court deems it proper.

C. Successful on the Merits. To the extent that a member of the Executive Board or any manager, officer, project manager, employee, fiduciary or agent of the Association has been wholly successful on the merits in defense of any action, suit or proceeding referred to in subparagraphs A or B of this Article VII, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including expert witness fees, attorneys' fees and costs) actually and reasonably incurred by him or her in connection therewith.

D. Determination Required. Any indemnification under of subparagraphs A and B of this Article VII (unless ordered by a court) and as distinguished from subparagraph C of this Article VII, shall be made by the Association only as authorized by the specific case upon a determination that indemnification of the member or the Executive Board or officer is proper in the circumstances because such individual has met the applicable standard of conduct set forth in subparagraphs A and B above. Such determination shall be made by the Executive Board by majority vote of a quorum consisting of those members of the Board who were not parties to such action, suit or proceeding or, if a majority of disinterested members of the Executive Board so directs, by independent legal counsel or by member entitled to vote thereon. Such determination shall be reasonable, based on substantial evidence of record, and supported by written opinion. The Executive Board shall provide a copy of its written opinion to the officer or Executive Board member seeking indemnification upon request.

E. Payment in Advance of Final Disposition. The Association shall pay for or reimburse the reasonable expenses incurred by a former or current member of the Executive Board or officer who is a party to a proceeding in advance of final disposition of the proceeding if (i) the member of the Executive Board or officer furnishes to the Association a written affirmation of the Executive Board member's good faith belief that he or she has met the standard of conduct described in subparagraphs A or B of this Article VII; (ii) the Executive Board member or officer furnishes to the Association a written understanding, executed personally or on the Executive Board member's or officer's behalf to repay the advance if it is ultimately determined that the Executive Board member or officer did not meet the standard of conduct; and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article. The undertaking required in this subparagraph E shall be an unlimited general obligation of the Executive Board but need not be accepted by the Executive Board member or officer or may be accepted without reference to financial ability to make repayment.

F. No Limitation of Rights. The indemnification provided by this Article VII shall not be deemed exclusive or nor a limitation upon any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of the Members or disinterested members of the Executive Board, or otherwise, nor by any rights which are granted pursuant to the Act or CRNCA. Upon a vote of the Executive Board, the Association may also indemnify a Member appointed by the Executive Board to serve on a committee (when such committee member is not also a member of the Executive Board) upon such terms and conditions as the Executive Board shall deem just and reasonable.

G. Directors and Officers Insurance. The Association shall purchase and maintain insurance on behalf of any person who is or was a member of the Executive Board or an officer of the Association against any liability asserted against him or her and incurred by such individual in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify such individual against such liability un the provisions of this Article VII.

ARTICLE VIII RECORDS

A. Records and Audits. The Association shall maintain financial records. The cost of any audit or review shall be a Common Expense unless otherwise provided in the Declaration. An audit or review shall be done no less often than every three years, unless otherwise provided for in the Declaration or as determined by the Executive Board.

B. Examination. All records maintained by the Association or the Manager shall be available for examination and copying by any Owner or by any of their duly authorized representatives, at the expense of the person examining the records, during normal business hours and after reasonable notice in accordance with the CRNCA and the Act.

C. Records. The Association shall keep the following records:

1. An account for each Lot, which shall designate the name and address of each Owner, the name and address of each mortgagee who has given notice to the Association that it holds a mortgage on the Lot, the amount of each Common Expense Assessment, the dates on which each Assessment comes due, the amounts paid on the account and the balance due;
2. The current operating budget;
3. A record of insurance coverage provided for the benefit of Owners and the Association for the immediately preceding three years;
4. Tax returns for state and federal income taxation for the preceding seven years;
5. Minutes of proceedings of incorporators, Owners, Members, Executive Board and its committees (including written consents), and waivers of notice;
6. A copy of the most current versions of the Articles of Incorporation, Declaration, these Bylaws, Rules and Regulations, and resolutions of the Executive Board, along with their exhibits and schedules;
7. All written communications to Owners (which communications shall only be made available to the Owner with whom the Association has communicated);
8. A list of the names and business or home addresses of the current members of the Executive Board and officers;
9. A copy of the Association's most recent corporate report filed with the Colorado Secretary of State in accordance with the CRNCA; and
10. Such other records as the Executive Board shall determine from time to time are necessary and desirable.

**ARTICLE IX
AMENDMENTS**

A. Articles of Incorporation. Amendments may be made to the Articles of Incorporation in the manner provided by the laws of the State of Colorado by vote of the membership of the Association at any annual or special meeting of the membership, provided that the notice of such meeting states that such amendment is to be considered.

B. Bylaws. These Bylaws may at any time and from time to time be amended, altered or repealed by the Executive Board of Directors, or by vote of the membership of the Association, at any annual or special meetings provided that the notice of such meeting states that such amendment, alteration or repeal is to be considered.

C. Limitation on Amendments/Conflicts of Documents. No amendment to the Articles of Incorporation or these Bylaws shall be contrary to or inconsistent with any provision of the Declaration. In case if any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; in the case of any conflict between the Articles of Incorporation and the Declaration, the Declaration shall control.

ADOPTED AND APPROVED effective the 8 day of oct, 2009.



President

ATTEST:



Secretary

DECLARATION
of
COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS and EASEMENTS
for
RIVERSAGE
Planned Unit Development
TOWN OF RIDGWAY, OURAY COUNTY, COLORADO

THIS DECLARATION, made this 7 day of JUNE, 2009, by RiverSage Ridgway, LLC, a Colorado limited liability company, P.O. Box 557, Ridgway, CO 81432, as the "Declarant", pursuant to the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.*, as it may be amended from time to time.

RECITALS

Declarant is the owner of the following described property located in the Town of Ridgway, County of Ouray, State of Colorado: See Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property").

Declarant intends to delineate the Property into Lots and to create a Common Interest Community pursuant to the Colorado Common Interest Ownership Act Ownership Act of the State of Colorado (C.R.S. Sections §§38-33.3-101 *et seq.*, "the Act"). To define and establish the rights, powers, duties, conditions and restrictions of Lot ownership in RiverSage, Declarant hereby publishes and records this Declaration.

Declarant, in cooperation with the Town of Ridgway, is creating the RiverSage Planned Unit Development as part of an effort to preserve the Uncompahgre River corridor and the surrounding ecosystem on and around the RiverSage Property. This limited residential development shall be guided by Declarant's desire to create a residential development which strives to exist in harmony with its environment. All, powers, terms, conditions, rules and regulations created by and/or authorized by this Declaration are subject to and subordinate to the lawful ordinances of the Town of Ridgway.

Declarant has caused "RiverSage Homeowners Association, Inc., a Colorado non-profit corporation" to be incorporated under the laws of the State of Colorado, for the purpose of exercising the functions as herein set forth.

The initial number of Lots in Phase 1 of the subdivision shall be eight (8). The maximum number of lots in all phases of the subdivision shall be twenty (20)

NOW THEREFORE, in consideration of the above Recitals, the Declarant states as follows for this Declaration:

ARTICLE I DEFINITIONS

Section 1.01 Defined Terms. Unless defined herein, each capitalized term in this Declaration or in the Plat shall have the meaning specified or used in the Act.

- a) "Act" or "CCOIA" -- The Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.*, as it may be amended from time to time.
- b) "Allocated Interest" means the undivided interest in the Assessments, percentage ownership of the Common Elements, and votes in the Association allocated to each Lot as set forth in Section 5.02 hereof.
- c) "Annexation Agreement" -- The RiverSage Annexation Agreement and Declaration of Covenants, entered into on January 14, 2007, between Declarant and the Town of Ridgway.
- d) "Articles" -- The Articles of Incorporation for RiverSage Homeowners Association, Inc. a Colorado non-profit corporation, as it may be amended from time to time.
- e) "Association" -- RiverSage Homeowners Association, Inc., a Colorado non-Profit corporation, its successors and assigns.
- f) "Annual Assessment" means the Assessment levied pursuant to an annual budget.
- g) "Assessments" means the Annual, Special and Default Assessments levied pursuant to Article VI below. In addition to the definition included in the Act, shall include items levied against a particular Owner or Lot for the purpose of promoting the health, safety, and welfare of RiverSage and to enforce this Declaration and to construct improvements: (i) late charges, attorneys' fees, fines, and interest; (ii) charges against a particular Owner and the Lot for the purposes of reimbursing the Association for expenditures and other costs of the Association in curing any violation of the Governing Documents by the Owner (including "default assessments"); and (iii) utility assessments and insurance assessments (assessed in proportion to risk). Assessments are also referred to as Common Expense Liability as defined under the Act.
- h) "Association Documents" or "Governing Documents" means this Declaration, the Articles, the Bylaws, the Plat, and any procedures, rules, regulations or policies adopted under such documents by the Association. All provisions of the Association Documents or Governing Documents shall be given the same force and effect as if set forth in the Declaration.
- i) "Board of Directors (Executive Board)" The governing body of the Association.
- j) "Bylaws" - The Bylaws adopted by the Association pursuant to C.R.S. § 38-33.306.
- k) "Common Elements" means all portions of the Project except the Lots. The Common Elements are owned by the Association and are designated on the plat map to be recorded for RiverSage as an "Open Space".
- l) "Common Expenses" -- As used in this Declaration, this term includes assessment charges levied by and for the benefit of the Association, pursuant

to the Governing Documents, including, but not limited to (i) all expenses expressly declared to be common expenses by the Declaration or the Bylaws of the Association; (ii) all other expenses of administering, servicing, conserving, managing, maintaining, repairing or replacing the Common Elements; (iii) insurance premiums for the insurance carried under Article X hereof; and (iv) amounts necessary to fund reserves pursuant to this Declaration; (v) amounts for irrigation and landscaping water charges and leases; and (vi) all expenses lawfully determined to be common expenses by the Executive Board.

- m) "Covenants" Collective term for all promises, restrictions, reservations, conditions, terms, easements, and rights-of-way specifically set forth in this Declaration or referenced in this Declaration and set forth in the Governing Documents, as the same may be adopted and amended from time to time.
- n) "Declarant" Means RiverSage Ridgway, LLC and any successor and/or assignee specifically designated by Declarant.
- o) "Declaration" Collective reference to this Declaration and the Plat and all the covenants, conditions, restrictions, limitations, reservations, assessments, charges, liens, easements, and other provisions set forth in herein as may be amended or supplemented.
- p) "Design Guidelines and Standards" or "DGS" Collective reference to all written and illustrated design and development guidelines, policies, and procedures, building standards and material specifications, application and review procedures and fee schedules, and all architectural controls that apply to all construction and the placement, installation or removal of improvements within RiverSage and which are initially enacted by Declarant and which may from time to time be amended or enhanced by the Executive Board, its authorized delegates, and/or the Design Review Board pursuant to their authority as set forth herein.
- q) "Design Review Board" or "DRB" The committee created by Declarant for the purpose of administering the Design Guidelines to ensure the desired development, design, use, and improvement of RiverSage.
- r) "Eligible Mortgagee" means a First Mortgagee (as hereinafter defined) who (i) is also a bank, savings and loan association, insurance company, real estate mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Associations ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, and (ii) has notified the Association, in writing, of its name and address, and that it holds the First Mortgage on one or more Lots. The notice must include the Lot number and street address of the Lot on which it has such security interest. This notice shall be deemed to include a request that the Eligible Mortgagee be given the information and afforded the rights described in Articles XI and XIII below.
- s) "Executive Board or Board of Directors" The governing body of the Association which is designated hereby and in the Articles and Bylaws.
- t) "First Lien Security Interest" Any unpaid and outstanding mortgage, deed of

trust or other security instrument recorded in the records of the office of the Clerk and Recorder of the County of Ouray, Colorado, having priority of record over all other recorded liens except those governmental liens and Common Expense Assessment liens made superior by statute.

- u) "Governing Documents" Collective reference to those documents which govern the operation of the Association and RiverSage, including (i) its Articles; (ii) its Bylaws; (iii) its Rules and Regulations; (iv) the RiverSage Plat; (v) the RiverSage Annexation Agreement; (vi) the Design Guidelines and Standards; and (vii) this Declaration, as one or more of the same may be amended from time to time. Each and every provision of the Governing Documents shall be given the force and effect as if set forth in this Declaration.
- v) "Improvements" Without limit, includes structures, fencing, landscaping, signs, vegetation, utilities, roads, driveways and buildings within or upon a Lot, including any substantial change, removal or addition any structure or attachment.
- w) "Lot" -- Any one of the eight individually surveyed tracts of land shown on the RiverSage Phase One Final Plat, and, if final plats of successive phases of RiverSage P.U.D. are approved, any one of the up to twenty total individually surveyed tracts of land shown on those final plats, including any improvements erected or to be erected thereon, and which are designated for separate ownership. As used herein, "Lot" shall mean a Unit as that term is defined in the Act.
- x) "Open Spaces" The real estate tracts within RiverSage owned by the Association, designated on the Plat as "Open Space 1 through Open Space 7, and which are not open to the general public.
- y) "Owner" The record owner, whether one or more persons or entities, of a fee simple title to any Lot including contract sellers but excluding those having such interest merely as security for the performance of an obligation.
- z) "Plat" means the land survey plat of the Project recorded with the Clerk and Recorder of Ouray County, Colorado, depicting a plan of all or a part of the Property subject to this Declaration and any supplements and amendments thereto
- aa) "Rules and Regulations" Collective term for all rules, regulations, policies, procedures and guidelines of the Association in general, and including the Design Guidelines and Standards specifically, as the same may be adopted and amended from time to time by the Executive Board or DRB pursuant to the Act, this Declaration, and the Bylaws.
- bb) "Subdivision" The development project known as RiverSage as shown by the PUD filing and Plat so titled. Declarant has reserved the right to develop, construct and market the project in multiple filings and phases.

ARTICLE II SUBMISSION OF REAL ESTATE AND DESCRIPTION

Section 2.01 Declaration and Submission. Declarant hereby submits the real estate legally described in Exhibit "A", pursuant to the development rights and special Declarant rights reserved herein, together with all easements, rights, and appurtenances thereto and the building and improvements erected or to be erected thereon, to the provisions of the Act. In the event the Act is repealed, the Act on the effective date of this Declaration shall remain applicable. Further, Declarant hereby declares that all of the Real Estate described above, and as added by expansion, shall be held or sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Real Estate and be binding on all parties having any right, title or interest in the Real Estate or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each Lot Owner thereof. For purposes of the Act, the Common Interest Community shall be a "Planned Community" as defined in the Act.

Section 2.02 RiverSage. "RiverSage" is a collective term that shall (i) be the name of the planned community created by this Declaration and (ii) describe the real property submitted hereby and the Lots and tracts described specifically on that certain Plat titled RIVER SAGE PUD FILLING No 1 recorded in the Office of the Ouray County Clerk and Recorder at Reception No. 2009857 ("the Plat").

Section 2.03 RiverSage Plat. The Plat is incorporated into this Declaration by this reference as though fully set forth. The Plat does contain and depict further rights, restrictions, easements, variances, development rights, donations, special Declarant rights and other reservations important to all aspects of RiverSage. The Plat also sets forth identifying numbers for each Lot. It also reserves and creates, among other things, the configuration, boundaries, dimensions and locations of the Lots, outlots, building setback lines, no building zones, measurements, improvements located or to be located on the Lots, parking areas, roads, open space tracts, common elements, utility easements, pedestrian and trail easements, bike paths, irrigation ditches, water courses, surface drainage easements and other encumbrances and notices.

Section 2.04 Legal Nature of RiverSage. RiverSage is a "Planned Community" type of Common Interest Community. RiverSage has also been zoned, subdivided, accepted and approved by the Town of Ridgway as a "planned unit development" pursuant to the Town of Ridgway Land Use Code §§ 7-3-11.

Section 2.05 Utility Easements. Easements for utilities over and across the Common Elements or Lots shall be those shown upon the recorded Plat and such other easements as may be established pursuant to the provisions of this Declaration, or granted by authority reserved in any recorded document.

Section 2.06 Easements for the Executive Board. Each Lot shall be subject to an easement in favor of the Executive Board (including its agents, employees and contractors) to perform its obligations pursuant to this Declaration. The Association is granted the right to establish from time to time, by declaration or otherwise, utility and

other easements, permits or licenses over the General Common Elements for the best interest of all the Owners and the Association.

Section 2.07 Easement for Surface Water Drainage and Ditches. Declarant hereby declares, reserves and creates a perpetual easement over, under and across the setback area of each and every Lot, all common elements, limited common elements in the Project for the maintenance of drainage ditches, utility infrastructure, waterways, drainage pipelines for the benefit of Declarant (the "Water Easement"). The Water Easement shall include the right to enter upon any Lot within the Project with men and equipment upon reasonable notice and times for the purpose of repairing, maintaining, improving, or otherwise modifying the said ditches, utility infrastructure, waterways, drainage systems and pipelines. Any entry upon a Lot for the purposes as set out in this Section 2.05 shall not constitute a trespass or breach of the covenant of quiet enjoyment.

ARTICLE III RIVERSAGE HOMEOWNERS ASSOCIATION

Section 3.01 General Purposes and Powers. The Association, through its Executive Board, shall perform functions and manage the Project as provided in this Declaration so as to further the interest of the residents, occupants, tenants and guests of the Project and Members of the Association. Any purchaser of a Lot shall be deemed to have assented to, ratified and approved such designation and management. The Association shall have all power necessary or desirable to effectuate such purposes.

Section 3.02 Authority of the Association. The business affairs of the Project shall be managed by the Association. The Association shall be governed by its Articles of Incorporation and Bylaws, as amended from time to time. The Executive Board may, by written resolution, delegate authority to a Manager or managing agent for the Association, provided no such delegation shall relieve the Executive Board of final responsibility.

Section 3.03 Specific Powers.

a) The Association shall have the powers, authority and duties as follows, and as necessary and proper, to manage the business and affairs of the Project.

b) The Association shall have all of the powers, authority and duties permitted or set forth in the Act.

c) The Association shall have the power to assign its right to future income, including the right to assign its right to receive Common Expense Assessments, but only upon the affirmative vote of the Lot Owners of Lots to which at least fifty-one percent (51%) of the votes in the Association are allocated at a meeting called for that purpose.

d) The Association shall have the power and the obligation to hire and discharge

employees, independent contractors and agents other than managing agents.

e) The Association shall have the power to regulate the use, maintenance, repair, replacement and modification of the Common Elements, including but not limited to, installation, maintenance and promulgation of rules and regulations for a common irrigation system for use by the Owners in the Project.

f) The Association shall maintain the Common Elements in a manner which is consistent with the desire to preserve the natural environment and ecosystem. The Association may, if necessary for the preservation of the natural ecosystem and/or required by law or generally accepted land stewardship practices, engage in invasive species control and pest management activities. Unless affirmatively assumed by the Town of Ridgway, the Association shall maintain the roads within the RiverSage P.U.D. Said maintenance by the Association shall include but not be limited to snow removal and surface repair.

Section 3.04 Membership. Every person or entity who is a record Lot Owner of a fee interest in any Lot which is subject to this Declaration shall be a Member of the Association, including contract sellers. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for such membership. The owner(s) of each Unit shall automatically be entitled to the benefits and be subject to the burdens relating to Membership as set forth in this Declaration, the Articles of Incorporation, Bylaws, and any Rules and Regulations promulgated by the Association. In the case of joint ownership of any Unit, the owners thereof shall be entitled to only one membership. Each membership shall be entitled to one vote in the affairs of the Association.

Section 3.05 Directors. The affairs of the Project and the Association shall be governed by an Executive Board of the Association which, until the first Lot is sold, shall consist of one (1) person, and following such date shall consist of three (3) persons. All non-Declarant appointed members of the Executive Board shall be Lot Owners. Members of the Executive Board who are appointed by the Declarant need not be Lot Owners.

Section 3.06 Declarant Control.

a) The Declarant shall have the reserved powers, pursuant to Section 303(5) of the Act, to appoint and remove officers and members of the Executive Board during the term of Declarant Control. "Declarant Control" begins with the appointment of the initial Executive Board and continues until the earlier of (i) sixty (60) days after conveyance of seventy-five percent (75%) of all Lots in the ordinary course of business to Lot Owners other than the Declarant; (ii) two (2) years after the last conveyance of a Lot by the Declarant in the ordinary course of business to a Lot Owner other than Declarant; or (iii) two (2) years after the right to add new Lots was last exercised. Declarant Control is further extinguished under the Act, to the extent stated, sixty (60) days after the following events: (1) Declarant conveys twenty-five percent (25%) of the Lots that may be created to Owners other than Declarant, to the extent of twenty-five percent (25%) of the

members of the Executive Board (minimum of one), and (2) Declarant conveys fifty percent (50%) of the Lots that may be created to Owners other than Declarant, to the extent of thirty-three and one-third percent (33 1/3 %) of the members of the Executive Board.

b) The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the period of Declarant Control, but, in that event, the Declarant may require, for the duration of the period of Declarant Control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

c) Within sixty (60) days after the Lot Owners other than Declarant elect a majority of the members of the Executive Board, Declarant shall deliver to the Association all Lot Owner and Association property held or controlled by Declarant as specified by the Act, C.R.S. § 38-33.3-303(9).

Section 3.07 Indemnification. To the full extent permitted by law, each officer and director of the Association shall be and is hereby indemnified by the Lot Owners and the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him/her in any proceeding to which he/she may be a party, or in which he/she may become involved, by reason of being or having been an officer or director of the Association, or any settlements thereof, whether or not he/she is an officer or director of the Association at the time such expenses are incurred; except in such cases wherein such officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties; provided that in the event of a settlement the indemnification shall apply only when the Executive Board approves such settlement and reimbursement as being for the best interest of the Association.

Section 3.08 Education. As provided for in C.R.S. § 38-33.3-209.6 and 7:

a) The Executive Board may authorize, and account for as a common expense, reimbursement of board members for their actual and necessary expenses incurred in attending educational meetings and seminars on responsible governance of unit owners' associations. The course content of such meetings and seminars shall be specific to Colorado.

b) The Association shall provide, or cause to be provided, education to Owners at no cost on at least an annual basis as to the general operations of the Association and the rights and responsibilities of Owners, the Association, and its Executive Board under Colorado law. The criteria for compliance with this paragraph shall be determined by the Executive Board.

Section 3.09 Association Agreements. Any agreement for professional management of the community or any contract providing for services of the Declarant may not exceed one (1) year. Any such agreement must provide for termination by either party without cause and without payment of a termination fee or penalty upon thirty (30) days' written

notice. The Association shall not be bound either directly or indirectly to contracts or leases (including management contracts) entered into during the Declarant control period unless the Association is provided with a right of termination of any such contract or lease without cause, which is exercisable without penalty at any time after the turnover date upon not more than thirty (30) days' notice to the other party thereto.

Section 3.10 Right to Notice and Comment. Pursuant to C.R.S. § 38-33.3-205(1)(o), whenever the Governing Documents require that an action be taken after "Notice and Comment," and at any other time the Board of Directors determines, the Lot Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Further, any Lot Owner may give "Notice and Comment" to the Lot Owners and Executive Board of any matter affecting the community, and Lot Owners shall then have the right to comment, orally or in writing, on the matter. Notice shall be given to each Lot Owner and the Board in writing, delivered personally or by mail or email to all Lot Owners at such address as appears in the records of the Association. The notice shall be given not less than three (3) days before proposed action is to be taken. The Notice shall invite comment to the Executive Board or a Lot Owner, orally or in writing before the scheduled time of any meeting.

Section 3.11 Insurance. The Association shall be required to maintain liability and other insurance as defined in Article X of this Declaration.

ARTICLE IV LOTS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 4.01 Number of Lots

a) The initial number of Lots in Phase One of the Project is eight (8). The total number of Lots contemplated in the Project is twenty (20).

b) Declarant reserves the right to create and add up to the maximum number of Lots allowed by any governmental entity having jurisdiction, pursuant to any development plan for the Property.

Section 4.02 Identification of Lots/Lot Descriptions. The identification number or letter of each Lot is shown on the Plat. Every contract for sale, deed, lease, security Interest, will or other legal instrument may legally describe a Lot as follows:

"Lot _____, RiverSage, Filing No. _____, according to and subject to that certain Real Property Declaration and Plat Map recorded in the Office of the Ouray County Clerk and Recorder at Reception No. _____ and Reception No. _____ respectively, Town of Ridgway, and Ouray County, Colorado, as amended from time to time."

The reference to the Declaration and Plat in any instrument shall be deemed to include

any supplement(s) or amendment(s) to the Declaration or Plat, without specific references thereto.

Section 4.03 Boundaries of Lots. Subject to the requirements and restrictions stated on the Plat and in this Declaration, Lot Owners are responsible for the maintenance, repair and replacement of the properties located within their Lot boundaries, except as provided in this Declaration. The boundaries of each Lot are as depicted on the Plat of the Project.

a) Inclusions. Each Lot includes the spaces and improvements lying within the boundaries described above, as depicted on the Plat. Each Lot also includes the spaces and improvements within spaces containing, all electrical switches, wiring, pipes, ducts, conduits, communications, television, telephone and electrical receptacles and boxes, and any irrigation facilities serving that Lot exclusively, the surface of these items being within the boundaries of that Lot, whether or not the spaces are contiguous.

b) Exclusions. Except when specifically included by other portions or this Declaration or by the Plat, the following are excluded from each Lot: The spaces and improvements lying outside the boundaries described above.

Section 4.04 Soils/Geological Hazards. A Soils/Geological Hazard Study has been completed by Geotechnical Engineering Group, Inc. of Montrose, Colorado, in the form of a written report dated July 25, 2007. Such report discloses the potential for radon gas on the Lots as well as soils with varying soil and engineering characteristics. Such characteristics include swell potential, settlement potential, bearing capacity and the bearing conditions of the soils' ability to support foundations. Each Lot Owner shall be responsible for addressing radon gas and for investigating and determining the feasibility of the particular soils and the engineering characteristics for each Lot. Owners are advised that any structure designed for the Property should be designed by a licensed engineer to account for site specific soils conditions. By accepting a deed to real property located in RiverSage, an Owner agrees to hold the Declarant and the Town of Ridgway harmless from any claim related to soils conditions present in the subdivision.

Section 4.05 Titles and Taxation. Each Lot shall constitute for all purposes a separate parcel of real property and shall be separately assessed and taxed by applicable governmental taxing authorities. Any lien for delinquent taxes shall be confined to the particular Lot involved and shall not affect title to any other Lot.

Section 4.06 Common Elements.

a) All portions of the Real Estate that are not designated as being within the Lot boundaries in Section 4.03 above, are Common Elements. Said Common Elements are designated on the Plat as "Open Space 1" through "Open Space 68". Open Space 7 and 8 will be added as Common Elements when and if later phases of the Community receive final plat approval.

b) The Association shall be responsible for the maintenance, repair, improvement

and replacement of any Common Element.

c) The Declarant reserves, for ten (10) years after the recording of this Declaration, the right to allocate areas as Common Elements. The Declarant may allocate or assign Common Elements (i) by making such an allocation in a recorded instrument; (ii) by recording an appropriate amendment or supplement to this Declaration; (iii) by recording a supplement to the Plat; or (iv) by recording the allocation or assignment in the minutes or records of the Association. Such allocations by the Declarant may be made as a matter of reserved right by the Declarant.

Section 4.07 Lot Owners' Easement of Enjoyment. Every Lot Owner shall have a right and easement of enjoyment in and to any Common Elements and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a) The right of the Association to promulgate and publish rules and regulations which each Lot Owner and their guests shall strictly comply with. Said rules and regulations may include closures of certain areas of the Common Elements to the Lot Owners due to wildlife migration, habitation, calving or ecosystem restoration.

b) The right of the Association to suspend the voting rights and rights to use the Common Element by a Lot Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty days for any infraction of its published rules and regulations.

c) The right, power and authority of the Association to grant any easement, right-of-way, license, lease, dedication, transfer or conveyance or grant of any similar interest affecting the Common Elements, to the extent permitted by the Act, if the grant is approved by the affirmative vote of a majority of all Lot Owners having votes appurtenant to all Lots, and consented to, in writing, by the holders of first lien Security Interests in the Lots whose Lot Owners vote affirmatively; provided, that the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Elements shall not be deemed a transfer within the meaning of this clause. Any easement, right-of-way, license or similar interest granted by the Association pursuant to this Section shall state that the grant was approved by a majority all Lot Owners, and by the corresponding holders of first lien Security Interests.

d) The right of the Association to close or limit the use of the Common Elements while maintaining, repairing and making replacements in the Common Elements.

e) The Development and Special Declarant Rights of the Declarant reserved in this Declaration.

ARTICLE V ALLOCATED INTERESTS

Section 5.01 Allocated Interest. The Common Expense liability and votes in the Association allocated to each Lot are calculated as set forth in Article V, Section 5.02 hereof.

Section 5.02 Determination of Allocated Interest. The interest allocated to each Lot has been calculated as follows:

a) For each Lot, the percentage of liability for Common Expenses shall be equally allocated among all Lots as reflected on the Plat.

b) The number of votes in the Association, on the basis of one vote for each Lot.

Section 5.03 Reallocation. If Lots are added to or withdrawn from the Project or use rights are re-designated, pursuant to the provisions of this Declaration and the Act, the formulas set forth above shall be used to reallocate the Allocated Interest.

ARTICLE VI ASSESSMENTS and FEES

Section 6.01 Creation of Association Lien and personal obligation to Pay Common Expense Assessments. Declarant, for each Lot, shall be deemed to covenant and agree, and each Owner, by acceptance of a Deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association Annual Common Expense Assessments, insurance assessments (assessed in proportion to risk), utility assessments, irrigation water assessments (assessed in accordance with policies, rules and regulations adopted by the Association) and such other assessments as may be imposed by the Association. Such assessments, including fees, charges, late charges, attorney fees, fines and interest charged by the Association shall also be the personal obligation of the Owner of such Lot at the time when the assessment or other charges became or fell due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. No Owner may become exempt from liability for payment of the Common Expense Assessments by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the Common Expense Assessments are made. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted by any reason including, without limitation, any claim that the Association or the Executive Board is not properly exercising its duties and powers under this Declaration.

The Association's annual or special Common Expense Assessments, insurance assessments (assessed in proportion to risk), utility assessments (assessed in proportion to usage), irrigation water assessments (assessed in accordance with policies, rules and regulations adopted by the Association) and such other assessments as imposed by the Association, including fees, charges, late charges, attorney fees, fines and interest

charged by the Association, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such assessment or charge is made. If any Assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment becomes due.

Section 6.02 Apportionment of Common Expenses. Except as provided in this Declaration, all Common Expense Assessments shall be assessed against all Lots in accordance with formula for liability for the Common Expenses as set forth in this Declaration pursuant to Article V. The maximum number of anticipated lots is twenty. Phase I shall contain 8 lots. It is anticipated that the combination of Phase II and Phase III shall comprise the balance of the remaining twelve lots. The common expenses at any given time shall be allocated among all lots which have received final plat approval.

Section 6.03 Purpose of Assessments. The assessments levied by the Association through its Executive Board shall be used exclusively for the purposes of promoting the health, safety, and welfare of the residents and guests of the Project and the Members of the Association. Such purposes shall include, but shall not be limited to the following: the improvement, maintenance, repair, upkeep and reconstruction of the Common Elements and for the painting, landscape care, irrigation water delivery, snow removal and any other maintenance obligations which may be deemed desirable for the common benefit of the Lot Owners, including the maintenance of property values, or for the payment of expenses which may be incurred by virtue of agreement with or requirement of the Town of Ridgway or other government authorities. The assessments may also be used to provide insurance of various types, and in such amounts deemed appropriate by the Executive Board or required by law. Also, a portion of the assessments may be used to provide a reserve fund for the replacement, repair, and maintenance of Common Elements of the real estate which must be replaced on a periodic basis.

Section 6.04 Annual Assessment/Commencement of Common Expense. The Common Expense Assessment may be made on an annual basis against all Lots and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such assessment year. Common Expense Assessments shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Executive Board. Failure to make payment within thirty (30) days of the due date thereof shall cause the total amount of such Lot Owner's Common Expense Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Board. Any assessment not timely paid shall bear interest at the rate of 1.5% per month or portion thereof. Further, the Association may bring an action at law or in equity, or both, against any Lot Owner personally obligated to pay such overdue assessments, charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Lot Owner's Lot. An action at law or in equity by the Association against a Lot Owner to recover a money judgment for unpaid assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without

foreclosing, or in any way waiving, the Association's lien therefore. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessment, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase the Association votes appurtenant to ownership thereof, convey or otherwise deal with the same. If a foreclosure action is filed to foreclose any Assessment Lien, and a Lot Owner abandons or leaves vacant his or her Lot, the Board may take possession of and rent said Lot or apply for the appointment of a receiver for the Lot without prior notice to the Lot Owner. The rights of the Association shall be expressly subordinate to the rights of any holder of a first lien Security Interest as set forth in its deed of trust or mortgage (including any assignment of rents), except to the extent permitted under the Act.

Section 6.05 Lien Priority. The lien of the Association under this Section is prior to all other liens and encumbrances on a Lot except: 1) liens and encumbrances recorded before the recordation of the Declaration; 2) a first lien Security Interest on the Lot (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and 3) liens for real estate taxes and other governmental assessments or charges against the Lot. This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under State or Federal law. Sale or transfer of any Lot shall not affect the lien for said assessments or charges except that sale or transfer of any Lot pursuant to foreclosure of any first lien Security Interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of assessment charges as provided by applicable State law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Lot from continuing liability for any assessment charges thereafter becoming due, nor from the lien thereof.

Section 6.06 Working Fund. The Declarant shall establish an initial working capital fund equal to one-twelfth (1/12) of the estimated Annual Assessments for Common Expenses for each Lot subject to the terms of this Declaration, which amount shall be reimbursed to the Declarant upon the transfer of title to a Lot when that Lot's Owner makes the required working capital contribution set forth in this section. The working capital fund may be used by the Association for emergencies, insurance deductibles in the event of casualty or other loss, capital expenditures for repair or replacement of Common Elements, and such other expenses which do not occur on a regular and on-going basis, as may be determined by a majority of the Executive Board. This initial working fund shall be established and Annual Assessments shall commence for the first phase submitted to the terms of this Declaration upon the conveyance of the first Lot in the first phase of the Project by Declarant to a third-party purchaser. Thereafter, upon the submission of each new phase of the Project to the regime created by this Declaration, Annual Assessments shall begin and the working capital account shall be established for all Lots added by the new phase. Upon acquisition of record title to a Lot from Declarant

or any seller after Declarant, each Owner shall contribute to the working fund and reserves of the Association an amount equal to one-twelfth (1/12) of the Annual Assessment determined by the Executive Board for that Lot for the year in which the Owner acquired title. Such payments shall not be considered advance payments of Annual Assessments and such payments shall not relieve an Owner from making regular payments of assessments as the same become due. The working fund deposit made by an Owner shall be returned to each Owner including Declarant upon the sale of his Lot, provided that the new purchaser of the Lot has deposited the required working fund deposit with the Association. The working capital fund must be maintained by the Association in a segregated account, and may not be used by the Declarant to defray any of its expenses, reserve contributions, or construction costs, nor to make up any budget deficits during the period of Declarant control. This working fund account may be updated annually as of December 31st of each calendar year, and notice shall be given to all Owners whose individual account does not equal one-twelfth (1/12th) of the current Annual Assessment. Payment of any shortage shall be due with the next regular assessment payment, following written notice.

Section 6.07 Budget. The budget shall be submitted to the Owners, pursuant to Section 303(4) of the Act. Common Expense Assessments shall be due and payable annually or in periodic installments, or in any other manner as determined by the Executive Board. Common Expense Assessments may begin on the first day of the month in which conveyance of the first Lot to an Owner other than Declarant occurs. The omission or failure of the Executive Board to levy the Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

Section 6.08 Special Assessments. In addition to the Annual Assessments, the Association may levy in any fiscal year one or more Special Assessments, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of improvements within the Common Elements or for any other expense incurred or to be incurred as provided in this Declaration. This Section 6.08 shall not be construed as an independent source of authority for the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses authorized by other sections of this Declaration. Any amounts assessed pursuant to this Section shall be assessed to Owners according to their Allocated Interests for Common Expenses, subject to the right of the Association to assess only against the Owners of affected Lots any extraordinary maintenance, repair or restoration work on fewer than all of the Lots shall be borne by the Owners of those affected Lots only, and any extraordinary insurance costs incurred as a result of the value of a particular Owner's Lot or the actions of a particular Owner or Owner's Agents shall be borne by that Owner. Notice in writing of the amount of such Special Assessments and the time for payment of the Special Assessments shall be given promptly to the Owners, and no payment shall be due less than ten (10) days after such notice shall have been given.

Section 6.09 Default Assessments. All monetary fines assessed against an Owner pursuant to the Association Documents, or any expense of the Association which is the

obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents, shall be a Default Assessment and shall become a lien against such Owner's Lot which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such Default Assessment shall be sent to the Owner subject to such Assessment at least ten (10) days prior to the due date.

Section 6.10 Payment by Mortgagee. Any Mortgagee holding a lien on a Lot may pay any unpaid Assessment payable with respect to such Lot, together with any and all costs and expenses incurred with respect to the lien, and upon such payment that Mortgagee shall have a lien on the Lot for the amounts paid with the same priority as the lien of the Mortgage.

Section 6.11 Statement of Status of Assessment Payment. Upon payment of a reasonable fee set from time to time by the Executive Board and upon fourteen (14) days' written request to the Association's registered agent by personal delivery or certified mail, first-class postage prepaid, return receipt, any Owner, designee of Owner, Agency, Mortgagee, prospective Mortgagee or prospective purchaser of a Lot shall be furnished with a written statement setting forth the amount of the unpaid Assessments, if any, with respect to such Lot. Unless such statement shall be issued by personal delivery or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party (in which event the date of posting shall be deemed the date of delivery) within fourteen (14) days after receipt of the request, the Association shall have no right to assert a lien upon the Lot over the inquiring party's interest for unpaid Assessments which were due as of the date of the request.

Section 6.12. Owner's Negligence or Misconduct. If the need for maintenance, repair, or replacement of the Common Elements, or any portion thereof, is caused through or by the negligent or willful act or omission or misconduct of an Owner, Related Users, agents, employees, customers, or invitees, then the expenses, costs, and fees incurred by the Association for such maintenance, repair, or replacement shall be a personal obligation of such Owner, and if not repaid to the Association within seven (7) days after the Association shall have given notice to the Owner of such expenses, costs, and fees, shall automatically become a default Assessment determined and levied against such Lot, and the Association may proceed in accordance with the applicable provisions of Article IV hereof.

Section 6.13. Real Estate Transfer Fee. A fee of three thousand dollars (\$3,000.00) is due and payable at the time of the transfer of any legal or equitable interest in any Lot except for the following: 1) a transfer made to related persons for estate planning purposes, in lieu of foreclosure; 2) by virtue of law through any judicial or administrative proceeding; or 3) a transfer made by Declarant. The transfer fee shall be paid to the Association. The transfer fee proceeds shall be used for such purposes as the Executive Board may determine to be in the best interest of the development of the subdivision including but not limited to infrastructure, Association property, administrative expenses and capital improvements. Payment of the fee is subject to the lien and collection

remedies herein provided for the Association and the Association is authorized to take such action to assure the recovery of the transfer fee. At any time, the membership may vote to terminate or modify the transfer fee.

ARTICLE VII
DESIGN STANDARDS
and
DESIGN REVIEW BOARD

Section 7.01 Design Guidelines and Standards. Declarant hereby establishes, in a separate publication, RIVERSAGE DESIGN GUIDELINES AND STANDARDS ("DGS"), which shall be subject to amendment from time to time by a majority vote of the Executive Board of the Association and/or a majority vote of the Members of the Association so as to accommodate advances in energy-efficient construction, design, and landscaping technologies. The standards, schedules, and construction and landscaping regulations set forth in the DGS must be followed by the Owner, the Owner's contractor or builder, subcontractors, agent or any other party present who is under the authority or control of the Owner. In the event of violations, the Association, through the DRB or its Executive Board, may take any action permitted by law or this Declaration or the DGS. Notwithstanding the forgoing, the DRB shall not have authority on behalf of or at the expense of the Association to bring, authorize or file any court action to enforce the provisions of the DGS or the provisions contained in this Declaration. Such actions by the Association may include, but not be limited to, the imposition of fines, which may be collected at any time in the same manner as any Assessment as set forth herein or through a deduction from the Owner's refundable deposit.

Section 7.02 Green Building Code. Declarant hereby establishes the RIVERSAGE GREEN BUILDING CODE, which shall be set forth in detail in the Design Guidelines and Standards. This Code shall require that all RiverSage homes earn "green" points during construction through the implementation of various available energy-efficient, recycling, non-toxic, conservation, and non-polluting technologies. The points required will increase as square-footage of the home increases. Due to evolving technologies and unpredictable energy consumption issues, the Code formula and requirements may be amended from time to time by the Executive Board of the Association upon recommendation of the DRB.

Section 7.03 Design Review Board. Declarant hereby establishes a RIVERSAGE DESIGN REVIEW BOARD ("DRB") comprised of three (3) members. The DRB shall exercise its reasonable judgment to the end that all improvements, construction, landscaping, attachments, and alterations to Lots within RiverSage shall comply with the restrictions, standards, and requirements of this Declaration and the Design Standards, including standards for review applicable to all Lots. The approval or consent of the DRB on matters properly coming before it shall not be unreasonably withheld, and

actions taken shall not be arbitrary or capricious. Decisions shall be conclusive and binding on all interested parties. Approval shall be based upon, but not limited to, conformity and harmony of exterior appearance of structures with neighboring structures, achievement of points required by the RiverSage Green Building Code, preservation of aesthetic beauty and views, limitation of visual impact, and maximization of energy efficiency.

a) **Declarant Control.** To help ensure that Declarant is able to guide and maximize the conservation and low-impact goals and value of its desired development for RiverSage, until five (5) RiverSage Lots have been transferred to non-Declarant Lot Owners, Declarant, in its sole discretion, shall appoint all members of the DRB, and may remove any appointee at any time upon written notice to such appointee. Additionally, Declarant hereby reserves the right to occupy one (1) seat on the DRB in perpetuity; however, Declarant may at any time resign from the DRB and appoint a replacement, and/or grant the power of appointment of the members of the DRB to the Association. Within sixty days of the sale of the fifth lot, the Declarant shall allow the Executive Board to appoint one member of the DRB. Within sixty days of the sale of the tenth lot the Executive Board shall appoint all members of the DRB in accordance with the Bylaws and should keep the following guidelines in mind when appointing DRB members.

At least one (1) member should, if possible be a Lot Owner.

If possible, at least one (1) member should be a licensed architect with knowledge of and experience in "green" energy-saving and environmentally friendly building standards and technologies.

If possible, at least one (1) member should be a Landscape Architect with knowledge of and experience in landscaping with indigenous plants, shrubs, and trees (xeriscaping).

b) **Terms.** Notwithstanding the above, appointments to the DRB shall be in increments of years and for staggered terms (i.e. not more than two (2) terms may terminate at the end of any given year) so as to provide reasonable continuity to the design review process.

c) **Meetings.** The DRB shall meet from time to time as necessary to perform its duties hereunder. The DRB may from time to time, by resolution unanimously adopted in writing, designate a DRB representative (who may or may not be one of its members) to take any action or perform any duties for and on behalf of the DRB except the granting of variances as authorized by the Design Guidelines and Standards. In the absence of such designation, the vote of the majority of a quorum of the members of the DRB shall constitute an act of the DRB.

d) **Compensation.** The DRB members shall receive no compensation for services rendered other than reimbursement for expenses incurred for the performance of their duties hereunder. A DRB representative, however, may be paid as a consultant to the DRB.

e) DRB May Retain Consultants. The DRB shall have the right to retain the services of consultants such as a properly qualified, licensed Architect, properly qualified, licensed Engineer and/or a properly qualified Landscape Architect to evaluate and critique any plans submitted to the DRB for approval. The cost of any such consultant shall be charged to the Owner seeking approval from the DRB and no such approval shall be given until the Association is fully paid for all costs associated with retaining said consultants.

Section 7.04 Application Requirements and Approval Timeline.

a) Application Requirements. Any Owner desiring to construct or alter the exterior appearance of any structure, landscape or driveway on any Lot in RiverSage shall first apply for and receive DRB approval for said activity. The Association, acting through its Executive Board shall promulgate written requirements for any application to the DRB ("Application Requirements"). The Executive Board and the DRB shall provide paper or electronic copies of said Application Requirements to any Owner, prospective owner and/or agent, architect, attorney, designer for an Owner or prospective Owner. Any Owner Applicant shall submit all required documents to the DRB in the form and number specified in the Application Requirements along with the required Security Deposit as specified in Section 7.05 below.

b) Approval Timeline and Appeal to Executive Board. Within sixty (60) days receipt of all items specified in the Application Requirements, the DRB shall review and either deny, approve, or approve with conditions all properly submitted applications. Should the DRB not formally act within sixty days of receipt of all items specified in the Application Requirements, the Application shall be deemed approved by the DRB. The DRB shall not be required to act on an incomplete application and any request to approve an incomplete application shall be deemed denied after sixty days of receipt. Any DRB denial and/or approval with conditions attached to it may be appealed by the Owner to the Executive Board of the Association. Any owner desiring to appeal the decision of the DRB shall submit such appeal to the Executive Board of the Association no more than thirty (30) days after the DRB's issuance of the decision being appealed. Any Appeal received after this time frame may be rejected the Executive Board without a review of the substance of said Appeal.

Section 7.05 Governing Regulations.

a) Jurisdiction. In addition to the Design Guidelines and Standards, building design will be regulated by the Town of Ridgway, the State of Colorado, and Federal regulatory agencies having jurisdiction. Approval of plans and specifications by the DRB shall not be deemed to constitute compliance with the requirements of any building codes or land use regulations. The Owner or owner's agent shall be responsible to ensure conformance with any applicable regulations and should check with the appropriate governmental entity to verify that the most recently adopted edition of any regulation is being used. In the event of a conflict or future conflict between the Town of Ridgway

Building Code and the RiverSage Design Guidelines, the more restrictive provision shall govern the construction of any RiverSage home or addition for which a Building Permit has not yet been issued.

b) **Building Envelopes.** The RiverSage Plat Designates a Building Envelope on each Lot which is approximately one half acre (21,780 square feet) in size, or smaller. If an Owner desires to relocate the building envelope on his Lot, he must obtain, prior to any construction or excavation, approval from the DRB and the Ridgway Planning Commission in accordance with the terms set forth in Plat Note 7 of the RiverSage Plat.

c) **Design by Architect.** The DRB has the right to require a professional architect for the design of any home to be constructed within RiverSage.

d) **Variances.** The DRB shall have the authority to grant reasonable variances or adjustments from any conditions and restrictions imposed by the Design Standards in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of said conditions and restrictions. Such variances or adjustments shall be granted only when the granting thereof shall not be materially detrimental or injurious to the other Lots and will not result in conditions that are inconsistent with the general concept, harmony, and values within RiverSage.

e) **No Waiver of Future Approvals.** The approval of the DRB to any proposals or plans and specifications or drawing for any work done or proposed or in connection with any other matter requiring the approval and consent of the DRB shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

f) **Liability.** Neither the DRB, Declarant, the Association nor its respective successors or assigns shall be liable in damages to anyone submitting plans and specifications for approval or to any Owner affected by this Declaration by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. In no manner is the DRB approval of any application deemed to be an approval or endorsement of the safety or structural soundness of any structure. The Owner and Applicant shall rely solely upon their own Architect and Engineer for structural soundness and safety of any structure. Every Owner or other person who submits plans for approval agrees by submission of such plans and specifications that he will not bring any action or suit against the DRB or Declarant to recover any damages arising out of the actions of his Architect or Engineer, negligent design of the house or the approval or disapproval thereof by the DRB or the Association.

g) **Severability.** If through error, oversight, or mistake, any Owner of a Lot builds or causes to be built, any structure thereon which does not conform to all the limitations and restrictions recited herein and in the Design Guidelines and Standards, such nonconformity shall in no way affect these limitations and restrictions insofar as they

apply to any and all other RiverSage Lots. Any delinquency or delay on the part of the party or parties having the right to enforce these restrictions shall not confer any implied right on any other Owner of any Lot to change, alter or violate any of the restrictions and/or limitations herein contained.

h) **Financial Responsibility.** The DRB may, as a condition of approval of any construction on any lot, require proof of the applicant's financial ability to pay for the entire cost of the proposed work. An applicant requesting time on the DRB agenda must first be current to date on all monies owed to the Association before such time shall be granted by the DRB.

i) **Road Impact Fee.** Upon approval by the DRB of an Applicant's building plans, and prior to construction of any Improvements upon his Lot, the Applicant shall pay to the Association a Road Impact Fee of one thousand (\$1,000) dollars.

j) **Security Deposit.** Prior to the construction of any Improvements upon a Lot, the Owner of such Lot will be required to pay a Security Deposit of FIVE THOUSAND DOLLARS (\$5,000) to the DRB for the purpose of providing security for the owner's compliance with all rules, regulations, standards, terms and conditions of the Association, the DRB, and this Declaration. The deposit may be used to pay any penalties, fines or expenses levied or incurred against the Owner, and the Owner has personal liability for any such sums that exceed the deposit. The Owner should be aware that the deposit is applicable to costs of cleanup as off-site damage and other costs incurred in assuring compliance with all the applicable rules, including reasonable charges for administrative and legal services. Upon determination by the DRB that all construction requirements have been met, the deposit, or any unused portion thereof, will be refunded.

k) **Right to Inspections.** The DRB or its representative shall have the right and authority to inspect construction in progress to assure its conformance with plans approved by the DRB, provided, however that this right of inspection shall terminate thirty (30) days after such work of improvement shall have been completed and the respective Owner shall have given written notice to the DRB of such completion. This right of inspection shall not terminate pursuant to this paragraph in the event that plans for the work of improvement have not previously been submitted to and approved by the DRB.

l) Correction of Defects; Association Remedies.

(i) **Notice of Violation.** If, as a result of an inspection, the DRB finds that an improvement has been made without obtaining approval of the plans therefore or was not made in substantial compliance with the plans approved by the DRB, the DRB and/or the Executive Board shall submit to the Owner a Notice of Violation, specifying in writing the particulars of the violation. The DRB shall have the authority to require the Owner to take such action as may be necessary to remedy the violation.

(ii) **Notice of Noncompliance.** If upon the expiration of thirty (30) days from

the date of the Notice of Violation, the Owner shall have failed to remedy such violation, the DRB shall notify the Association's Executive Board in writing of such failure. The Executive Board, at its option, may record a Notice of Noncompliance in the office of the Ouray County Clerk and Recorder and may thereafter peacefully remove, or cause to be removed, the non-complying improvement or otherwise peacefully remedy the violation, and the Owner shall reimburse the Association upon demand, for all expenses including reasonable attorney's fees incurred in connection therewith, and a portion or all of the owner's Security Deposit shall be applied to this liability. If such removal or remedy may not be peacefully accomplished, the Executive Board may take such legal action as may be required to accomplish the acts herein authorized. If the Owner does not promptly repay expenses to the Association, or in any event, if the Executive Board decides to take court action, the Executive Board shall levy an assessment against the Owner for reimbursement as authorized in this Declaration for other assessments. The Executive Board shall have all remedies and rights in such proceedings as are otherwise granted to it in this Declaration.

m) Exemption. RiverSage Lot 1 and the fully constructed home which sits thereon, are hereby exempt from any control of the Design Review Board.

ARTICLE VIII GENERAL RESTRICTIONS AND REQUIREMENTS

All RiverSage Lots shall be held, used, and enjoyed subject to the following restrictions, subject to the rights reserved by the Declarant. Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible for Declarant, its assigns, employees and agents, to perform such reasonable activities, and to maintain upon portions of the development such facilities as deemed reasonably necessary or incidental to the construction and sale of Lots in the development of RiverSage or the construction of utilities or other facilities contemplated by the PUD plan.

Section 8.01 Design, Construction, and Contractor Restrictions. Restrictions and requirements specifically related to home siting, size, height, design, visual impact, approval procedures, construction and scheduling, landscaping, and contractor practices are addressed in detail in the RiverSage Design Guidelines and Standards, established herein in Article VII.

Section 8.02 Use and Occupancy.

a) Residential. Each Lot shall be used for one (1) single-family private dwelling only, except that an attached caretaker's quarters or attached Accessory Dwelling Unit as defined by Ridgway Municipal Code may be constructed in compliance with the Design Guidelines and upon approval by the DRB.

b) Home businesses. Notwithstanding the foregoing limitations, an Owner may

operate a home business provided: (i) it does not constitute a nuisance; (ii) it does not entail any kind of heavy manufacturing activity; (iii) it does not create or generate any environmental pollution, including offensive noise or odor; (iv) it does not require any on-site employees, (v) it does not cause any appreciable increase in traffic, and (vi) it does not create a safety hazard. Such a business or occupation must be pre-approved by the Executive Board. The use of any Lot as a base of operations for a business that stores inventories or goods outside of the residence is strictly prohibited. Examples of businesses that might fall into this category are contractors who store their supplies for future use such as building contractors storing scaffolding, ladders, lumber, sheetrock, etc. and other goods which would create a visual intrusion on the neighborhood.

c) Rentals. An Owner may rent or lease his home to a third party. All lessees or tenants of residential dwellings shall in all respects be subject to the terms and conditions of this Declaration. The Association may regulate, prohibit and condition rental activity. Tenants and lessees shall be considered non-members for all Association purposes. All leases and rental contracts must be in writing shall state that the failure of the tenant, renter or guest to comply with the terms of the Governing Documents shall constitute a default of the lease or rental agreement and of this Declaration, and such default shall be enforceable by either the Association or the landlord, or both.

Section 8.03 Setbacks. On Lots, no permanent structure of any kind shall be placed within fifty (50) feet from subdivision roadways or within fifteen (15) feet of other boundary lines. Any exceptions must be reviewed and approved in writing by the DRB prior to construction. Notwithstanding the setback designations herein specified, the DRB may, at the time of initial plan review, impose greater or allow lesser setback requirements in the event of circumstances unique to individual situations if required for safety, aesthetic, conservation, visual impact, or other reasons.

Section 8.04 Roads. Due to the Association's obligation to maintain the roads in the P.U.D., Declarant or the Association may set restrictions pertaining to use, maintenance, damage and repair of the roads and road rights of way. The Association shall have the right to enforce these use restrictions in the same manner as any other violation of these covenants is enforced, including but not limited to bringing an action for injunctive and/or declaratory relief and levying and assessing and foreclosing fines and penalties and liens against Lot Owners.

Section 8.05 Utilities. All utility lines on Lots shall be placed underground except for customary meter boxes and structures appurtenant to underground utilities. All types of refrigerating, cooling, and heating apparatus shall be concealed or buried. Satellite dishes greater than three (3) feet in diameter are prohibited, and all other dishes must be approved by the DRB. Within the utility easements, no structure, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. Utility trenching on Lots shall, to the extent possible, avoid damage to trees and plants and all trenches shall be fully compacted and shall contain not less than four (4) inches of indigenous topsoil placed in the top of the trench to the end that the prior natural state of the area trenched is replicated and shall be

revegetated by the Owner of the Lot or installer of the utility with native vegetation

Section 8.06 Sewage Disposal. Sewage collection and disposal shall be through an Individual Septic Disposal System (ISDS). No such system shall be installed or used on any Lot unless and until such system is designed, constructed and located in conformity with the then existing applicable ISDS standards, regulations and criteria. No construction of any such system shall be undertaken until the plans, specifications and design therefore have received applicable approvals and no such system shall be placed in use until the completed construction has received final governmental approval.

Section 8.07 Driveways. Only one (1) driveway per Lot shall access the subdivision roads and no driveway shall intersect a road within fifty feet of any intersection. All driveways shall be constructed in compliance with good engineering standards and the driveway standards of Ouray County.

Section 8.08 Easements. A Lot Owner may not grant an easement across his Lot without the express written consent of both Declarant and the Executive Board of the Association.

Section 8.09 Fencing. Fencing on or around individual Lot boundary lines is prohibited, except where subdivision property line fencing already exists. New fencing is limited to the perimeter of or within the building envelope, subject to compliance with the Design Guidelines.

Section 8.10 Signs. Except for activities of the Declarant, no signs or advertising structures of any kind may be erected or maintained on any Lot or Outlot, except the following which shall be permitted within Lot lines only: (a) One (1) sign advertising the sale or lease of a residence, not to exceed six (6) square feet in area, and if desired, an attached "flyer" box; (b) One (1) construction sign that conforms with the restrictions set forth in the Design Standards. Additionally, an "Open House" sign may be placed on an Outlot for a period of time not to exceed forty eight (48) hours, in a location approved by the DRB. The Association may remove any unauthorized signs from lots and take such other action as is necessary to have such signs removed or prevent their use. Notwithstanding the foregoing, and subject to all applicable Town of Ridgway regulations, the Declarant, Executive Board or DRB shall approve and authorize signage for street identification, public directions, rules enforcement, and trail usage.

Section 8.11. Temporary Structures. No temporary structure including tent, shack, storage bin, carport, trailer, barn, garage, clothes line, outbuilding or the like may be constructed or used on any part of the subdivision unless in accordance with other provisions of the Covenants and approved by the DRB. One decorative tipi per Lot and a greenhouse or potting shed will be permitted if they comply with the Design Guidelines.

Section 8.12 Repairs. Any building or improvement that has been damaged by fire or other casualty causing the same to be unsightly shall be repaired or removed within four (4) months from the date of such casualty. All structures, buildings and improvements

erected on Lots within the subdivision shall at all times be kept in good repair and attractive.

Section 8.13 Parking. Within Lots, other than automobiles, all vehicles including, but not limited to, recreational vehicles, commercial vehicles, motorcycles, boats, jet-skis, campers, motor homes, horse trailers, canoes, kayaks, and snowmobiles shall be stored in fully enclosed, approved structures that are screened from the view of the public and adjacent property owners. One (1) motor home, recreational vehicle, or camper may be hooked up to a Lot's water system and may be occupied by the Owner's guest on a temporary basis, but for not more than ten (10) days in any calendar year.

Section 8.14 Vehicles.

a) **Commercial Vehicles.** No commercial vehicles larger than ten (10) tons, or heavy construction equipment shall be permitted on any Lot except those necessary for construction of improvements on the Lot, or unless first approved by the Executive Board.

b) **Abandoned Vehicles.** No abandoned vehicles shall be permitted on any Lot. A vehicle shall be considered abandoned if it remains non-operative for a period of thirty (30) days. In such instance the Association shall send a letter requiring removal of the vehicle within fifteen (15) days from the receipt of the letter and if the Owner does not comply within that period of time the Association may have the vehicle towed away at the violator's expense.

c) **Off-road Vehicles.** The operation of Off-road vehicles, including ATVs, is prohibited within RiverSage. Only "street legal" vehicles may be operated on the lots and roads thereof. Due to the desire to preserve native vegetation and the existing ecosystem, no vehicles shall be operated off of roads and/or approved driveways except during construction and even then, no vehicles shall be operated outside of the designated building envelopes. However, prohibited vehicles may be operated for purposes of loading and unloading within Lot boundaries only.

Section 8.15 Trash Disposal. Trash or garbage shall not be permitted to accumulate upon any Lot. Properly covered, animal proof trash containers must be screened or kept in the garage except for the day of trash collection. Solid waste disposal is the responsibility of the individual Owner or occupant. Open burning of trash is prohibited. The Association may contract with a trash removal service within the subdivision; however, the expense for such service will be the responsibility of each Owner who elects to participate in the service.

Section 8.16 Outdoor Burning. The burning of trash, garbage, or discarded brush in a "burn pile" is prohibited. This covenant shall not be construed to prohibit barbeque pits or grills for open cooking on Lots, or "recreational fires" as defined by the Town of Ridgway Code.

Section 8.17 Tree and Sagebrush Removal. Whenever possible, existing trees and sagebrush on the Lots must be preserved during the construction process. No existing tree may be removed except to provide for the building of an approved structure, to create defensible space pursuant to an approved landscape plan, or to improve access by emergency equipment. Trees may not be removed to clear an area for a yard. Any tree to be removed must be tagged (not spray painted) and its removal must be pre-approved by the DRB. No tree will be approved for removal from a Lot until construction is ready to commence on the Lot.

Section 8.18 Brush and Weed Control. Natural brush or vegetation may not be allowed to grow at the base of any structure so as to cause a fire hazard or to provide a bedding or feeding area for wildlife. Weeds must be cut often enough so as to not permit the land to become unsightly or a fire hazard due to overgrowth. If an Owner does not exercise brush and weed control, the Association will have the right to hire a third party to remove the brush and/or mow the weeds and assess the Owner for this expense, with the Association having all the rights and remedies provided in Section 8.35 and Section 7.08.

Section 8.19 Lawns and Irrigation. Lawns and other irrigated areas are discouraged but permitted subject to the limitations set forth in the Design Guidelines. Any irrigation systems must conform to the requirements of the Design Guidelines.

Section 8.20 View Restriction. No vegetation or other obstruction shall be planted or maintained upon any Lot in such location or of such height as to unreasonably obstruct the view from any other Lot in the vicinity thereof. In the event of a dispute among owners as to the obstruction of a view, such dispute shall be submitted to the Executive Board whose decision in such matters shall be binding. The Board may refer the matter to the DRB. Any such obstruction shall, upon request of the Board, be removed or otherwise altered to the Board's satisfaction. Each owner shall be responsible for periodic trimming and pruning of all hedges, shrubs and trees located on his Lot so that they do not grow in a manner as to unreasonably obstruct the view of adjacent owners or street traffic.

Section 8.21 Mining and Drilling. Any use of the surface of any RiverSage Lot for water, oil, gas, mineral or oil shale exploration, development, mining or drilling activities of any kind whatsoever is expressly prohibited. This covenant shall not be construed to prohibit the installation of a properly engineered geothermal heating/cooling system approved by the DRB.

Section 8.22. Active Solar Systems. Active solar systems will be permitted, provided they conform with the Design Guidelines.

Section 8.23. Electric Wind Turbines. One (1) residential wind turbine will be permitted per home, provided it conforms to the Design Guidelines.

Section 8.24 Fireplaces, Stoves, and Similar Devices. No fireplace may be installed unless it is a gas appliance, an electric device, fireplace insert, approved masonry heater,

approved pellet burning insert, or other clean burning device, and until it has been certified pursuant to Regulation No. 4 of the Colorado Air Quality Control Commission. No more than one wood stove, fireplace or similar device may be installed in any home. This limit shall not apply to furnaces. All wood-burning stoves, fireplaces and similar devices shall be installed, operated and maintained in full compliance with applicable State regulations, and Town building, mechanical and fire codes. Installing any coal burning device or burning coal within RiverSage is prohibited. Unvented room heaters are prohibited in all locations throughout all homes.

Section 8.25 Outdoor Lighting. All light fixtures and illuminating devices permanently or temporarily installed outdoors shall meet the requirements of the Design Guidelines and the Ridgway Municipal Code (Section 6-5).

Section 8.26. Tanks and Cisterns. No elevated tanks of any kind, including propane tanks, shall be permitted on any Lot. One (1) underground cistern shall be allowed per home, for potential underground irrigation and extra fire protection. The cistern may be filled with supplied residential water and/or rainwater and snowmelt runoff provided the installation and use of said system complies with applicable state water law.

Section 8.27. Animals. In addition to the Animal Regulations imposed by the Town of Ridgway Municipal Code the following restrictions shall apply:

a) **Household Pets.** Owners may keep a maximum of two (2) generally recognized house or yard pets provided they are appropriately fenced, chained, or otherwise kept within the owner's control both on and off the owner's Lot. This includes the trails within RiverSage, where dogs must be leashed at all times. Pets shall be contained quietly so as not to cause a disturbance to any other Lot. All animal debris on Lots shall be collected and disposed of regularly. On all trails, animal debris must be collected immediately. The Association may ban problem dogs with notice to and an opportunity to hear from the Lot Owner who owns the dog(s). The breach of any of these rules shall constitute a noxious and offensive activity. The Declarant or any Owner may enjoin or seek damages for the maintenance of such animals within RiverSage. For the purposes of this Declaration, a problem animal shall mean an animal that barks uncontrollably, an animal that roams freely and habitually, an animal that chases or harasses wildlife or an animal that is otherwise unsafe or vicious. An animal shall be presumed to be a problem animal in the event the Association has received individual written and signed complaints from at least three (3) different Lot Owners. Lot Owners shall hold the Association harmless from any claim resulting from any action of their animals.

(i) **Invisible fences.** Invisible, electronic fences will be permitted for dog control provided they are in compliance with the requirements of the Design Guidelines.

b) **Horses and Livestock.** Horses may not be boarded in RiverSage, and no livestock or poultry of any kind will be permitted for any purpose. Initially, horses shall be prohibited in RiverSage, however horseback riders may ultimately be allowed on the public trail connecting the Memorial Park to Eagle Hill Ranch subject to future approval by the Town of Ridgway, the RiverSage HOA, the Eagle Hill Ranch HOA, and the

Owner of Sweetwater Lot #3.

c) Wildlife. RiverSage is designed as a wildlife-friendly development. Owners and their guests must not feed wild animals indigenous to the area (deer, elk, rabbits, chipmunks, etc.). This is in compliance with state law and the encouragement of the Colorado Division of Wildlife.

(i) Bird Feeders. Bird feeders will be permitted. According to the Division of Wildlife, feeding birds does not cause dependence and is not otherwise harmful. They recommend that birds not be fed between the months of April to November to avoid attracting bears. Feeders should be placed and maintained in such a manner so they do not to attract bears and other wild animals.

Section 8.28 Offensive Activity. No noxious or offensive activity or odors shall be permitted on any Lot nor shall anything be done or placed therein which may be or become a nuisance or cause unreasonable embarrassment, disturbance or annoyance to other owners in the enjoyment of their lots or in the property of the Association.

Section 8.29 Hunting, Firearms and Fireworks. Hunting and the discharging of firearms or fireworks of any type are strictly forbidden anywhere within RiverSage.

Section 8.30 Explosives and Hazardous Materials. The storage of explosives, blasting agents, and hazardous materials is strictly prohibited within RiverSage.

Section 8.31 Sound Devices. No exterior horns, whistles, bells or other sound devices except security devices used exclusively to protect the security of dwellings and other improvements located on the Lot or essential to the function of community services shall be placed or used on any Lot or elsewhere in the subdivision.

Section 8.32 Insurance Rates. Nothing shall be done or kept on any Lot which will increase the rate of insurance on any Association property without the approval of the Executive Board or the DRB, nor shall anything be done or kept on any Lot which would result in the cancellation of insurance on any Association property or which would be in violation of any law.

Section 8.33 No Further Subdivision. No RiverSage Lot may be further subdivided without the prior written approval of the Association and the Town of Ridgway.

Section 8.34 Lot Sales Subject to Transfer Fee. The right of Lot Owners to sell, transfer or otherwise convey their Lots shall not be subject to any right of first refusal or similar restriction and such Units may be sold free of any such restrictions. However, the sale of a Lot shall be subject to a real estate Transfer Fee, as indicated herein in Section 6.13.

Section 8.35 Mortgaging. There are no restrictions on the right of the Lot Owners to mortgage or otherwise encumber their Lots. There is no requirement for the use of a specific lending institution or particular type of lender.

Section 8.36 Noncompliance; Association Remedies. In the event any Owner fails to comply with any affirmative duty imposed by or under the authority of this Article VI, the Association may perform such after fifteen (15) days prior written notice to the Owner and charge the owner with the expense thereof. The Association shall have the right to enter the owner's Lot for this purpose but unless there exists an emergency, there shall be no entry into a building without the consent of the Owner. In the event the Association performs a duty of the Owner, the cost thereof, including reasonable attorney's fees, shall constitute a common assessment payable by the offending Owner which cost shall create a lien established in Article VI, Section 1, and enforceable in the manner set forth in Section 6.08.

Section 8.37 Exemption. RiverSage Lot 1, and the fully constructed home thereon, is hereby exempt from the requirements of Sections 8.05, 8.11, 8.22 and 8.24.

ARTICLE IX DEVELOPMENT RIGHTS, SPECIAL DECLARANT RIGHTS, AND OTHER RESERVED RIGHTS

Notwithstanding any provision in this Declaration and the Governing Documents to the contrary, all Development Rights and Special Declarant Rights set forth in this Article VII shall terminate when (i) all twenty (20) RiverSage Lots have been conveyed to individual Lot Owners and all initial Improvements thereon are completed, or (ii) Ten years from the date this Declaration is first recorded in the real property records of Ouray County, whichever shall first occur. Nothing stated in this Article, including the degree of specificity, shall be deemed to limit or waive any of Declarant's common law property rights or entitlements, all of which are hereby reserved. All rights reserved by this Article shall be fully assignable and transferable to any person, dealer, entity or governmental agency.

Section 9.01 Development Rights and Special Declarant Rights. The following Development Rights and Special Declarant Rights are reserved by the Declarant or, if assigned, the Association:

- a) The right to relocate boundaries between unsold adjoining Lots, the right to enlarge Lots, enlarge the Open Spaces, reduce the size of unsold Lots, reduce the size of the Open Spaces, relocate and realign trails complete or make as the same may be indicated on the RiverSage Governing Documents;
- b) The right to add Phase 2 and Phase 3 lots and open space as described on Exhibit A hereto and the right to adjust allocations assessed against lots as those phases are added to the Common Interest Community;
- c) The right to create or construct Common Elements or Limited Common elements, and to convert Lots into Common Elements or additional Open Space;

- d) The right to use, and permit others to use, the easements, utility infrastructure, drainage systems, waterways, pipelines, ditches, trails, open spaces, public roads, and public paths through RiverSage for construction, performance, or exercise of Declarant's rights under this Declaration and otherwise;
- e) The right to appoint or remove any officer of the Executive Board of the Association or any member of the Design Review Board during the period of Declarant Control;
- f) The right to amend the Governing Documents, including this Declaration, or any other maps or plats in connection with the exercise of any development right;
- g) The right to amend the PUD filings from time to time as may be authorized by the applicable governmental entity;
- h) The right to assign in whole or in part, to the Association, or to Declarant's successors in title to any portion of RiverSage, any of the rights reserved in the Declaration upon execution and delivery of such assignment in writing;
- i) The right to impose additional restrictive covenants and protective covenants upon RiverSage provided they are not inconsistent with, nor do they lower the standards of the original covenants;
- j) The right to exercise any Development Rights defined, reserved or allowed in the Act, C.R.S. § 38-33.3-103(14), including but not limited to, the right to withdrawal pursuant to C.R.S. § 38-33.3-205, all of which rights are incorporated herein by reference as though fully set forth;
- k) All of the easement rights specified by C.R.S. § 38-33.3-216(1);
- l) The right to improve, maintain, modify and use all the easements created, reserved and disclosed in this Declaration and the Governing Documents together with the right to assign the same;
- m) The perpetual right to retain Lots;
- n) The right to establish and declare additional easements and dedications for roads, utilities, and trails.
- o) The right to withdraw all or any portion of the property; provided, however, that no portion of the Property may be withdrawn after a Lot in that portion of the Property has been conveyed to a purchaser;

Each of the foregoing reserved rights may only be exercised by Declarant in a manner consistent with the PUD plan, except that Declarant may, subject to applicable law,

change the overall development plan for RiverSage, and provided no reserved right may be exercised on or within the Open Space owned by the Association.

Section 9.02. Additional Reserved Rights. In addition to the rights set forth above, Declarant also reserves the following additional rights:

- a) Sales. The right to maintain a temporary sales/management office on an unsold Lot.
- b) Signs. The right to maintain signs and advertising within RiverSage to advertise RiverSage Lots.
- c) Dedications. The right to establish, from time to time, by dedication or otherwise, public streets, utility or other easements for purposes including, but not limited to, public access, access paths, trails, walkways, drainage, recreational areas, parking areas, ducts, shafts, flues, ditches, conduit installation areas, and to create other reservations, exceptions and exclusions.
- d) Construction Easement: Declarant and its assignees expressly reserve the right to perform warranty work, and repairs and construction work, and to temporarily and reasonably store materials in secure areas, in Lots and in Open Spaces, and the future right to control such work and repairs and the right of access thereto, until completion. All work may be performed without the consent or approval of any affected Lot Owner or holder of a First Lien Security Interest. Declarant and its assignees have such an easement through the Open Space as may be reasonably necessary for exercising reserved rights and Special Declarant Rights in the Declaration. Such easement includes the right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across all portions of RiverSage except Lots conveyed to a purchaser unless disclosed and/or reserved.
- e) Use Agreements. The right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulations of parking and/or recreational facilities and/or Common Elements, and/or the maintenance of the exterior of Lots and appurtenant landscaping, which may or may not be a part of the Project.
- f) Reimbursements. The prior right to receive, obtain and demand financial reimbursement and fees from governmental agencies, the Town of Ridgway and any other person, developer, landowner, or entity who wishes to use and/or tie into any of the infrastructure, roads or utilities installed by the Declarant as part of a private agreement, special district, improvement district or other mechanism whatsoever.
- g) Other Rights. The right to exercise any additional reserved right created by any other provision of this Declaration or the Governing Documents.

Section 9.03 Rights Transferable/Rights Transferred.

a) Any rights created or reserved under this Article or the Act for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred recorded in the real property records of Ouray County. Such instrument shall be executed by the transferor Declarant and the transferee.

b) Notwithstanding the foregoing, the Development Rights and Special Declarant Rights of Declarant to relocate the boundaries of Lots, to create new Lots or Common Elements, and/or to further subdivide Lots and the right of the Declarant to designate the type of use allowed in Lots, shall be transferred and assigned to the title Owner of those Lots within those levels for the maximum period of time reserved to the Declarant. The foregoing rights are subject to the following additional terms and conditions: (i) the Lot Owners of the Lots affected must comply with the requirements of C.R.S. §38-33.3-210 and C.R.S. §38-33.3-209(6); (ii) the authority of the Owners of the specified Lots to make these changes is not limited by or subject to the consent of the Association or any other person; and (iii) the express written consent may be required of the Declarant, or, alternatively, the Declarant may veto and reject the proposed changes as it determines in its sole discretion, which powers of the Declarant to require approval by it or to veto the change shall exist as long as the above rights exist.

Section 9.04 No Further Authorizations Needed. The consent of Lot Owners or holders of First Lien Security Interests shall not be required for exercise of any reserved rights, development rights or special Declarant rights provided the rights to be exercised are consistent with any PUD or other governmental conditions or requirements, and Declarant or its assignees may proceed without limitations at its sole option. Declarant or its assignees may exercise any reserved rights on all or any portions of RiverSage in whatever order determined. Declarant or its assignees shall not be obligated to exercise any reserved right or to expand, improve or supplement RiverSage beyond the number of Lots initially submitted.

Section 9.05 Amendment of the Declaration or Plat. If Declarant or its assignees elect to exercise any rights set forth in this Article, that party shall comply with the Act by recording an amendment to the Declaration and/or an amendment to the RiverSage Plat.

Section 9.06. Interpretation. Recording of amendments by the Declarant to the Declaration and the Plat or plat in the office of the Clerk and Recorder of Ouray County, Colorado shall automatically effectuate the terms and provisions of that amendment. Further, such amendment shall automatically:

a) vest in each existing Lot Owner the reallocated Allocated Interests appurtenant to their Lot; and

b) vest in each existing Security Interest a perfected security interest in the reallocated Allocated Interests appurtenant to the encumbered Lot.

Further, upon the recording of an Amendment to the Declaration, the definitions used in

this Declaration shall automatically be extended to encompass and to refer to the property, as expanded and, the Development Property, or any part thereof, or the Additional Improvements, shall be added to and become a part of the Property for all purposes. All conveyances of Lots after such amendment is recorded shall be effective to transfer rights in all Common Elements, whether or not reference is made to any Amendment of the Declaration or plat or Plat. Reference to the Declaration and plat or Plat in any instrument shall be deemed to include all Amendments to the Declaration, and the plat and/or Plat without specific reference thereto.

Section 9.07 Termination of Reserved Rights. The rights reserved to Declarant, for itself, its successors and assigns, shall expire as set forth herein, unless (i) reinstated by the Association, subject to whatever terms, conditions and limitations the Executive Board may impose on the subsequent exercise of the expansion right by Declarant, (ii) extended as allowed by law or, (iii) terminated by written instrument executed by the Declarant, recorded in the records of the Clerk and Recorder of Ouray County, Colorado.

ARTICLE X INSURANCE

Section 10.01 Owner Insurance Duties and Obligations. All owners shall obtain and maintain, at their own expense, in full force and effect, at all times, all necessary and appropriate insurance coverage for their particular Lot and Improvements (including all easements over and across their Lots) for general liability and hazards.

Section 10.02 Association Insurance Carried. The Association shall obtain and maintain in full force and effect, to the extent reasonably available and at all times, the insurance coverage set forth herein; which insurance coverage shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado. The Association shall maintain, to the extent reasonably available, with the following terms and provisions:

a) All policies of insurance shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of a Lot Owner and shall provide that such policies may not be canceled or modified without at least thirty (30) day prior written notice to all of the Lot Owners and the Association.

b) If requested by the holder of a First Lien Security Interest, duplicate originals of all policies and renewals thereof, together with proof of payments of premiums, shall be delivered to such holder.

c) All liability insurance shall be carried in blanket form, naming the Association, the Board of Directors, the manager or managing agent, the Declarant, their successors and assigns, and Lot Owners as insured.

Section 10.03 Hazard Insurance on Common Elements. The Association shall obtain

adequate hazard insurance covering loss, damage, or destruction by fire or other casualty to the improvements installed or made to the Common Elements and any other property of the Association. If obtainable, the Association shall also obtain the following and any additional endorsements deemed advisable by the Executive Board: (a) an inflation guard endorsement, and/or (b) any special PUD endorsements.

All policies shall contain a standard non-contributory mortgage clause in favor of each holder of first lien Security Interests, and their successors and assigns, which shall provide that the loss, if any thereunder, shall be payable to the Association for the use and benefit of such holders of first lien Security Interests, and their successors and assigns, as their interests may appear of record in the records of the office of the Clerk and Recorder of the County of Ouray, Colorado. If obtainable, the Association shall also obtain the following and any additional endorsements deemed advisable by the Executive Board: (a) an Inflation guard endorsement by a Construction Code endorsement, (c) a demolition cost endorsement, (d) a contingent liability from operation of building laws endorsement, and (e) an increased cost of construction endorsement.

Section 10.04 Liability Insurance. Comprehensive general public liability and property damage insurance for the Project in such amounts as the Executive Board deems desirable, provided that such coverage shall be for at least \$1,000,000 for bodily injury, including deaths and property damage arising out of a single occurrence insuring the Association, the Executive Board, the Manager or managing agent, or both, if any, and their respective agents and employees, and the Lot Owners from liability in connection with the operation, maintenance and use of Common Elements and must include a "severability of interest" clause or specific endorsement. Such coverage shall also include legal liability arising out of contracts of the Association and such other risks as are customarily covered with respect to common interest communities similar to the Project in the Ouray County, Colorado region, including automobile liability insurance if appropriate. The Executive Board shall not enter into employment contracts or independent contractor contracts of any kind unless the contracting party provides evidence (such as a Certificate of Insurance) to the Executive Board that such party has current and satisfactory insurance, including workers compensation insurance, commercial general liability insurance and automobile insurance on all of which the Association is named as an additional insured.

The insurance policies may be carried in blanket policy form naming the Association as the insured, for the use and benefit of and as attorney-in-fact for the Lot Owners. Each Lot Owner shall be an insured person under the policy with respect to liability arising out of such Lot Owner's interest in the Common Elements or membership in the Association. Each Mortgagee and its successors or assigns shall be a beneficiary of the policy in the percentages of Common Expenses for the Lot, which the Mortgagee encumbers. The insurance company shall waive its rights of subrogation under the insurance policy against any Lot Owner or member of the Lot Owner's household. No act or omission by any Lot Owner, unless acting within the scope of such Lot Owner's authority on behalf of the Association, shall void the insurance policy or be a condition to recovery under the insurance policy. If, at the time of a loss under an insurance policy

described above there is other insurance in the name of the Lot Owner covering the same risk covered by the policy, the Association's policy shall provide primary insurance.

Insurance coverage on the furnishings and other items of personal property belonging to an Owner and any additions and alterations to a Lot (unless financed by a Mortgage to be purchased by FNMA or FHLMC), casualty and public liability insurance coverage for each Lot and the Limited Common Elements associated therewith and workman's compensation insurance covering work within each Lot or on the Limited Common Elements associated therewith shall be the responsibility of the Owner of the Lot.

Section 10.05 Fidelity Insurance. The Association may obtain adequate fidelity coverage or fidelity bonds to protect against dishonest acts on the part of its officers, directors, trustees and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The clause "officers, directors, trustees and employees" shall not include any officer, director, manager or managing agent heretofore or hereafter employed by the Association. The fidelity coverage or bonds should 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.

Section 10.06 Worker's Compensation and Employer's Liability Insurance. If applicable, the Association shall obtain worker's compensation and employer's liability insurance and all other similar insurance with respect to its employees in the amounts and forms as may now or hereafter be required by law.

Section 10.07 Officers' and Directors' Personal Liability Insurance. The Association may obtain officers' and directors' personal liability insurance to protect the officers and directors from personal liability in relation to their duties and responsibilities in acting as officers and directors on behalf of the Association. Neither the term "officers" nor the term "directors" shall include any officer, director, agent or employee of Declarant nor any officer, director, employee or agent of any professional manager or managing agent heretofore or hereafter employed by the Association.

Section 10.08 Other Insurance. The Association may obtain insurance against such other risks, of similar or dissimilar nature, including flood insurance and infrastructure insurance, as it shall deem appropriate with respect to the Association responsibilities and duties.

Section 10.09 Annual Insurance Review. The Board of Directors shall review the insurance carried by and on behalf of the Association at least annually, for the purpose of determining the amount of insurance required. In no event shall any casualty insurance policy contain a co-insurance clause for less than one hundred percent of the full insurable replacement cost.

Section 10.10 Insurance Premium. Except as assessed in proportion to risk, insurance

premiums for the above provided insurance shall be a Common Expense to be included as part of the assessments levied by the Association.

Section 10.11 Managing Agent Insurance. The manager or managing agent, if any, shall be insured for the benefit of the Association and shall submit evidence of such coverage to the Association.

Section 10.12 Waiver of Claims Against Association. As to all policies of insurance maintained by or for the benefit of the Association and Lot Owners, the Association and the Lot Owners hereby waive and release all claims against one another, the Executive Board, and Declarant, to the extent of the insurance proceeds available, whether or not the insurance damage or injury is caused by the negligence of or breach of any agreement by and of said persons.

Section 10.13 Adjustments by the Association. Any loss covered by an insurance policy described above shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association and not any holder of a First Lien Security Interest. The Association shall hold any insurance proceeds in trust for the Association, Lot Owners and holders of the First Lien Security Interest as their interests may appear. The proceeds must be distributed first for the repair or restoration of the damaged property, and the Association Lot Owners and holders of the First Lien Security Interest are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored.

Section 10.14 Duty to Repair. Any portion of RiverSage for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association or Lot Owner, at the Lot Owner's option, whether the repair is done by the Association or the Lot Owner, except as provided in the Act.

Section 10.15 Condemnation and Hazard Insurance Allocation and Distributions. In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Lot Owners, the distribution shall be as the parties with interest and right are determined or allocated by record and pursuant to the Act.

ARTICLE XI SPECIAL RIGHTS OF HOLDERS OF FIRST LIEN SECURITY INTERESTS

Section 11.01 General Provisions. The provisions of this article are for the benefit of holders, insurers, or guarantors of holders of first lien Security Interests recorded within the Common Interest Community. To the extent applicable, necessary or proper, the provisions of this Article apply to both this Declaration and to the Articles and Bylaws of the Association. A holder, insurer or guarantor of a first lien Security Interest who has delivered a written request to the Association containing its name, address, the legal description and the address of the Lot upon which it holds a Security Interest, shall be

considered an "Eligible Holder". Eligible insurers and guarantors of a first lien Security Interest shall have the same rights as Eligible Holder.

Section 11.02 Special Rights. Eligible Holders shall be entitled to: (a) timely written notice from the Association of any default by a mortgagor of a Lot in the performance of the mortgagor's obligations under this Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulations, which default is not cured within sixty (60) days after the Association learns of such default; b) examine the books and records of the Association during normal business hours; c) receive a copy of financial statements of the Association, including any annual audited financial statement; (d) receive written notice of all meetings of the Executive Board or Members of the Association; (e) designate a representative to attend any such meetings; (f) written notice of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; g) written notice of abandonment or termination of the Association of the plan contemplated under this Declaration; (h) thirty (30) days written notice prior to the effective date of any proposed, material amendment to this Declaration, the Articles of Incorporation, or the Bylaws; (i) thirty (30) days written notice prior to the effective date of termination of any agreement for professional management of the Association or the Common Elements, when professional management had been required previously under the terms of any Lien or Insurance Agreement for the Project or by an Eligible Holder; and (ii) immediate written notice as soon as the Association receives notice or otherwise learns of any damage to the Common Elements or a Lot if the cost of reconstruction exceeds Twenty Thousand Dollars (\$20,000) and as soon as the Association receives notice or otherwise learns of any condemnation or eminent domain proceedings or other proposed acquisition with respect to any portion of the Common Elements or any Lots.

Section 11.03 Special Approvals. Unless at least all of the Eligible Holders of first lien Security Interests (based on one vote for each mortgage owned) of Lots in the Association and requisite Lot Owners have given their written approval, neither the Association nor any Member shall (a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or any improvements thereon which are owned, directly or indirectly, by the Association (except that the granting of access easements, utility easements, drainage easements and water facilities easements or easements for other public purposes consistent with the intended use of such real estate by the Association shall not be deemed within the meaning of this provision); (b) change the method of determining the obligations, Assessments or other charges which may be levied against Members or the method of allocating distributions of hazard insurance policy proceeds or condemnation awards; (c) by act or omission change, waive or abandon any scheme or regulation, or enforcement thereof, pertaining to architectural approval of improvement of Lots, including the architectural design of the exterior appearance of Lots, or the upkeep of the Common Elements; (d) fail to maintain the casualty, fire and extended coverage insurance as elsewhere provided in this Declaration; (e) use hazard insurance proceeds for losses other than the repair, replacement or reconstruction of the improvements which were damaged or destroyed; (f) take action to terminate the legal status of the Project after substantial destruction or condemnation occurs; (g) amend any material provision of this Declaration; and (h)

establish self management by the Association when professional management has previously been required by the legal documents for the Project or by an Eligible Holder. An amendment shall not be deemed material if it is for the purpose of correcting technical errors, or for clarification only. If an Eligible Holder of a first lien Security Interest receives written request for approval of the proposed act, omission, change or amendment by certified or registered mail, with a return receipt requested, and does not deliver or post to the requesting party a negative response within 30 days, it shall be deemed to have approved such request.

Section 11.04 Payment of Insurance Premiums. Any holder of a first lien Security Interest shall be entitled to pay any taxes or other charges which are in default and which may or have become a lien against a Lot or any of the Common Elements and may pay any overdue premiums on hazard insurance policies or secure new hazard insurance coverage for the Common Elements or Lots, and the holder of a first lien Security Interest making such payments shall be entitled to immediate reimbursement therefore from the Association.

ARTICLE XII EASEMENTS

Section 12.01 Recorded Easements. The Property shall be subject to all easements as shown on any Plat, those of record, those provided in the Act (including easements for encroachment set forth in Section 214 of the Act and an easement for maintenance of any such encroachment), and otherwise as set forth in this Declaration.

Section 12.02 Declarant's Rights Incident to Construction. Declarant, for itself and its successors and assigns, the Association and/or for Owners, hereby reserves an easement for construction, utilities, drainage, ingress and egress over, in, upon, under and across the Common Elements, together with the right to store materials on the Common Elements, to build and maintain temporary walls, and to make such other use of the Common Elements as may be reasonably necessary or incident to any construction of improvements on the Property or Expansion or Development Property or other real property owned by Declarant, or other properties abutting and contiguous to the Property or Expansion or Development Property; provided, however, that no such rights shall be exercised by Declarant in (a way which unreasonably interferes with the occupancy, use, enjoyment or access to the Project by the Owners.

Section 12.03 Utility Easements. There is hereby created a blanket easement upon, across, over, in and under the Property for the benefit of the Common Elements and the Lots and the structures and improvements situated on the Property for ingress and egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephone, cable TV and electricity. Said blanket easement includes future utility services not presently available to the Lots which may reasonably be required in the future. By virtue of this easement, it shall be expressly permissible for the companies providing utilities to erect and maintain the necessary equipment on any of the

Lots and to affix and maintain electrical and/or telephone wires, circuits, conduits and pipes on, above, across and under the roofs and exterior walls of the improvements, all in a manner customary for such companies in the area surrounding the Property, subject to approval by the Association as to locations. Due to the environmentally sensitive nature of the Project, the Declarant, during the period of Declarant Control and subsequently the Executive Board of the Association shall dictate the location of any new utility installations under or on the Common Elements. Any installation of utilities shall include the re-grading and revegetation of the disturbed area with native plants.

Section 12.04 Reservation of Easements, Exceptions and Exclusions. The Association is hereby granted the right to establish from time to time, by declaration or otherwise, utility and other easements, permits or licenses over the Common Elements for the best interest of all the Owners and the Association. Each Owner is hereby granted a perpetual non-exclusive right of ingress to and egress from the Owner's Lot over and across the General Common Elements and Limited Common Elements appurtenant to that Owner's Lot, which right shall be appurtenant to the Owner's Lot, and which right shall be subject to limited and reasonable restriction on the use of Common Elements set forth in writing by the Association, such as for closure for repairs and maintenance.

ARTICLE XIII GENERAL PROVISIONS

Section 13.01 Enforcement. The Declarant, Association, Lot Owner(s), shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration and shall recover reasonable attorney's fees and costs for doing so. Such right of enforcement includes but is not limited to actions and suits to restrain and enjoin any breach or threatened breach of any provision of this Declaration or the Design Guidelines and Standards. Failure or delay by the Declarant, the Association, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or abandonment of the right to do so thereafter. Such procedures or remedies as established by the Association shall be cumulative and in addition to the enforcement provisions as contained in this Declaration. Declarant, for each Lot, shall be deemed to covenant and agree, and each Lot Owner, by acceptance of a Deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and voluntarily agree, on their own behalf and on behalf of their heirs, successors and assigns, to submit any such enforcement action to arbitration under the provisions of the Revised Uniform Arbitration Act, C.R.S. § 13-22-201 *et. seq.*, either to recover damages for such violation, including reasonable attorneys fees incurred in enforcing these covenants, or to restrain such violation or attempted violation. The process for designating an arbitrator shall be as follows: A party demanding arbitration of a dispute under this provision shall, in writing, submit a name of an arbitrator to the other parties to the dispute. The other parties shall have ten days from the date of the receipt of notice of designation of the arbitrator to object and name an alternate Arbitrator. Failure to object and designate an alternate arbitrator in writing within ten

days shall be deemed to be an acceptance of the arbitrator so designated. If an alternate arbitrator is designated within the ten days, the initial party who designated the original arbitrator shall have ten days to object to the alternate arbitrator. If no such objection is received, the alternate arbitrator shall be the arbitrator of the dispute. If there is a timely written objection to the alternate arbitrator, the original and the alternate arbitrator shall jointly select a third arbitrator who shall be the sole arbitrator of the dispute. In the event the original and alternate arbitrators are not able to agree upon a third arbitrator, one shall be appointed by any court of competent jurisdiction. The parties agree that any arbitration held pursuant to this section shall be binding upon the parties and shall not be appealable to the courts except for the reasons listed in the Uniform Arbitration Act as cited above. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and expenses including reasonable attorney's fees, arbitrator's fees and reasonable out-of-pocket expenses. "Prevailing party" shall mean the party whose position is most nearly upheld in arbitration. If a dispute involves the Declarant or the Association, no Person shall file a memorandum of *lis pendens* or similar instrument that would encumber, create a lien upon or otherwise cloud the title to land owned by either the Declarant or the Association. Failure of the Association, the Declarant or of any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Executive Board may post on a bulletin board at a conspicuous place on the Common Area notices of any covenant violations by members and copies of any recorded statements. Failure to post shall not affect the validity of any lien or action to redress any covenant violation.

Section 13.02 Notice of Violation. In the event of a failure or refusal to comply strictly with any provision of this Declaration, a notice shall be mailed by the Association to such violator setting forth the nature of the violation, including the provisions of this Declaration violated, and shall be signed by at least one member of the Executive Board. Such notice shall also state the action required by the Owner to cure the violation, the time required for such action and the nature of the action contemplated by the Association if the violation is not cured by the Owner. Any action taken by the Association to correct such violation shall be at the sole cost and expense of such Owner (including any attorney's fees incurred in conjunction therewith), and the Association shall charge and assess such Owner for the full cost thereof. The Association may avail itself of any and all remedies available to it in law or equity including, but not limited to, injunctive action and appropriate restraining orders.

Section 13.03 Notice of Lien. A violation of the Covenants shall create a lien against an Owner's Lot and a notice of lien shall be prepared and recorded with respect to each such notice of violation.

Section 13.04 Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

Section 13.05 Amendment of Declaration by Declarant. Until the first Lot has been conveyed by Declarant by deed recorded in the office of the County Clerk and Recorder of the County of Ouray, Colorado, any of the provisions, covenants, conditions,

restrictions and equitable servitudes contained in this Declaration may be amended or terminated by Declarant by the recordation of a written instrument, executed by Declarant, setting forth such amendment or termination. Thereafter if Declarant shall determine that any amendments to this Declaration shall be necessary in order to make non-material changes, such as the correction of a technical, clerical or typographical error or clarification of a statement, then, subject to the following sentence of this Section, Declarant shall have the right and power to make and execute any such amendments without obtaining the approval of any Lot Owners. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to an amendment under this section on behalf of each Lot Owner and holder of a Security Interest. Each deed, Security Interest, other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of Declarant to make, execute and record an amendment under this Section.

Section 13.06 Amendment By Lot Owners. Except as otherwise provided in this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of Declarant or others, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon approval of sixty-seven percent (67%) of all of the votes in the Association and with the written consent of the Association. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Ouray County, State of Colorado, of a certificate, setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association. Further, the approval shall first be obtained of fifty-one percent (51%) of Eligible Mortgagees (which percentage is measured by votes allocated to such Lots) if the amendment to the Association Documents add or delete any material provisions, which establish, provide for, govern or regulate any of the following:

- a) Voting;
- b) Assessments, Assessment liens or subordination of such liens;
- c) Reserves for maintenance or repair and replacement of the Common Elements;
- d) Insurance or fidelity bonds;
- e) Reallocation of interests in the Common Elements, or rights to use of the Common Elements other than as set forth herein;
- f) Responsibility for maintenance and repair of the Project;
- g) Expansion or contraction of the common interest community, or the addition, annexation or withdrawal of property to or from the common interest community;

- h) Boundaries of any Lot;
- i) The interests in the Common Elements;
- j) Convertibility of Lots into Common Elements or of Common Elements into Lots;
- k) Imposition of any restrictions on the leasing of Lots;
- l) Imposition of any right of first refusal or similar restriction on the right of a Lot Owner to sell, transfer, or otherwise convey his Lot;
- m) Establishment of self-management by the Association where professional management has been required by any Agency;
- n) Any provision, which is for the express benefit of an Agency or First Mortgagees, regardless of whether the amendment is material;
- o) Hazard or fidelity insurance requirements; and
- p) Restoration or repair of the common interest community (after damage or partial condemnation) other than as specified herein.

Section 13.07 Amendment for Certain Actions. Notwithstanding anything else contained in this Declaration, except as provided by the Act, and except in case of condemnation or substantial loss to the Lots and/or Common Elements, unless at least two-thirds (2/3rds) of Eligible Mortgagees (which percentage is measured by votes allocated to such Lots) two-thirds (2/3rds) of all Owners (other than Declarant) of the Lots have given their prior written approval, the Association may not:

- a) Reallocate the Allocated Interest or obligation of any Lot in order to levy assessments or charges, allocate distribution of hazard insurance proceeds or condemnation awards, or determine the Percentage Share of Ownership of Common Elements other than as set forth herein;
- b) Partition or subdivide any Lot;
- c) Seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements by act or omission other than the grant of easements for public utilities or other public purposes consistent with the intended use of the Common Elements and other than as set forth herein;
- d) Use hazard insurance proceeds for losses to any part of the Property (whether Lots or Common Elements) for other than the repair, replacement or reconstruction of the Project.

Section 13.08 Termination. Notwithstanding anything else contained in this Declaration except as provided by the Act, and except in case of condemnation or substantial loss to the Lots and/or Common Elements, unless at least two-thirds (2/3rds) of Eligible Mortgagees (which percentage is measured by votes allocated to such Lots) and ninety percent (90%) of all Owners (other than Declarant) of the Lots have given their prior written approval, the Association may not by act or omission seek to abandon or terminate the common interest community condominium regime created hereby.

Section 13.09 Amendment Required by Government Mortgage Agencies. Prior to ten (10) years after recording of this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration which FHA, VA, FIILMC, GNMA, FNMA or any similar entity authorized to insure, guarantee, make or purchase mortgage loans requires to be amended or repealed may be amended or repealed by Declarant or the Association. Any such amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Ouray County, State of Colorado, of a certificate, setting forth the amendment or repeal in full.

Section 13.10 Required Consent of Declarant to Amendment. Notwithstanding any other provision in this Declaration to the contrary, any proposed amendment or repeal of any provision of this Declaration shall not be effective unless Declarant has given its written consent to such amendment or repeal, which consent may be evidenced by the execution by Declarant of any certificate of amendment or repeal. The foregoing requirement for consent of Declarant to any amendment or repeal shall terminate ten (10) years after the recording of this Declaration, or upon conveyance of 100% of the Lots to an Owner other than Declarant, whichever occurs first. Notwithstanding the foregoing, Declarant, acting alone, reserves to itself the right and power to modify and amend this Declaration and the Plat to the fullest extent permitted under the Act. Further, no amendment to these covenants may be made which has the effect of diluting any of the reserved rights of Declarant, if any, without its written consent.

Section 13.11 Liability. No Owner nor his heirs, successors, or assigns, shall hold the Declarant, its heirs, successors, or assigns, the Association, or the Design Review Board responsible in any way for damages to the owner's property or its improvements by natural or unnatural causes, including but not limited to, flood, wind, fire, lightning, earthquake, or act of terror.

Section 13.12 Cumulative Remedies. Each remedy provided herein is cumulative and not exclusive. The Association, without waiving its right to foreclose an assessment lien may, at its option, bring a suit to enforce and/or collect a delinquent assessment obligation or any violation of any provision of the Declaration.

Section 13.13 Notice. Notices called for under this Declaration shall only be deemed received if sent by Certified United States Mail or by nationally recognized overnight courier, and shall be deemed received on the day received by recipient and/or recipient's office as evidenced by the executed receipt thereof. Notices to the Parties must be sent and received at the address first listed above, unless a party has given notice of a new or

different address for said party.

Section 13.14 Governing Law. This Agreement shall be governed by the laws of the State of Colorado and shall be construed in accordance therewith.

Section 13.15 Waiver. No provision of this Declaration may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision, or as a continuing waiver of that term or provision.

Section 13.16 Construction. Throughout this Declaration, the singular shall include the plural, the plural shall include the singular, and the masculine shall include the feminine wherever the context so requires.

Section 13.17 Text to Control. The headings of articles and sections are included solely for convenience of reference. If any conflict between any heading and the text of this Declaration exists, the text shall control.

Section 13.18 Severability. If any provision of this Declaration is declared by any court of competent jurisdiction or any arbitrator to be invalid for any reason, such invalidity shall not affect the remaining provisions, which shall be fully severable, and this Declaration shall be construed and enforced as if such invalid provisions never had been inserted in the Declaration.

Section 13.19 No Representations. Except as expressly set forth herein, Declarant makes no representations regarding use of the property of the Association or within the subdivision and the restrictions placed thereon by these Covenants or the Town of Ridgway or by other governmental authorities. Further, Declarant makes no representations as to the existence, preservation or permanence of any view from any Lot.

Section 13.20 Liberal Construction. The provisions of the Declaration shall be liberally construed to promote and effectuate the purposes thereof.

Section 13.21 Attorney Fees. In the event that a dispute arises out of this Declaration, the prevailing party's reasonable attorney fees and costs shall be paid by the non-prevailing party or parties.

RiverSage Ridgway, LLC,
a Colorado limited liability company

By: *Richard Weaver*
Richard Weaver, Manager

STATE OF COLORADO)
COUNTY OF MINNIE) ss.

The foregoing document was acknowledged before me this 1 day of June, 2008 by Richard Weaver as Manager of RiverSage, Ridgway, LLC, a Colorado limited liability company, Declarant.

Witness my hand and official seal.

My commission expires 5-25-2010

(SEAL)



Notary Public

5-25-2010

**FIRST AMENDMENT TO
DECLARATION
of
COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS and EASEMENTS
for
RIVERSAGE
Planned Unit Development
TOWN OF RIDGWAY, OURAY COUNTY, COLORADO**

The undersigned, being the Declarant, and the holder of more than 67% of votes in the RiverSage Homeowners Association, Inc., and the RiverSage Homeowners Association, Inc., pursuant to the authority granted to it in Section 13.06 of the Declaration of Covenants, Conditions, Restrictions, Reservations and Easements of RiverSage Planned Unit Development, Town of Ridgway, Ouray County, Colorado, recorded at Reception No. 200987, in the records of the Ouray County Clerk and Recorder (the "Declaration") hereby submits the following amendment of said Declaration.

-RECITALS-

WHEREAS, the Town of Ridgway has adopted a comprehensive energy-efficient Building Code, thereby eliminating the need for the provision for the RiverSage Green Building Code as referenced in Sections 7.02 and 7.03 of the Declaration and on Plat Note 17 on the Plat of RiverSage P.U.D. - Filing 1, filed in the public records of the Ouray County Clerk Recorder at Reception No. 200985 (the "Plat"); and,

WHEREAS, there is no longer an adopted RiverSage Green Building Code in effect.

NOW, THEREFORE, the Declaration is hereby amended as follows:

Section 7.02 of the said Declaration is hereby deleted in its entirety.

Section 7.03 of the said Declaration is hereby amended to read in its entirety as follows:

Section 7.03 Design Review Board. Declarant hereby establishes a RIVERSAGE DESIGN REVIEW BOARD ("DRB") comprised of three (3) members. The DRB shall exercise its reasonable judgment to the end that all improvements, construction, landscaping, attachments, and alterations to Lots within RiverSage shall comply with the restrictions, standards, and requirements of this Declaration and the Design Standards, including standards for review applicable to all Lots. The approval or consent of the DRB on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Decisions shall be conclusive and binding on all interested parties. Approval shall

*be based upon, but not limited to, conformity and harmony of exterior appearance
of structures with neighboring structures, preservation of aesthetic beauty and
views, limitation of visual impact, and maximization of energy efficiency.*

Notwithstanding the existence of said Plat Note 17 on the Plat, no Lot Owner will be
required to meet the requirements of any purported RiverSage Green Building Code from and after
the date of this First Amendment.

Except as amended herein the Declaration shall remain unchanged.

Executed this 4th day of June, 2010.

RiverSage Ridgway, LLC, Declarant

RiverSage Homeowners Association, Inc.

By: [Signature]
Richard Weaver, Manager

By: [Signature]
Richard Weaver, President

STATE OF COLORADO)
) ss.
COUNTY OF OURAY)

SUSAN M. LEVERENZ
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 06/05/2014

The foregoing document was acknowledged before me this 4th day of June, 2010, by Richard Weaver in his
capacity as Manager of RiverSage Ridgway, LLC, Declarant and as President of RiverSage Homeowners Association, Inc.

Witness my hand and official seal.

My commission expires: 06/05/2014
(SEAL)

[Signature]
Notary Public



DEL-MONT CONSULTANTS, INC.
ENGINEERING ▼ SURVEYING

125 Colorado Ave. ▼ Montrose, CO 81401 ▼ (970) 249-2251 ▼ (970) 249-2342 FAX
www.del-mont.com ▼ service@del-mont.com

Rick Weaver
P.O. Box 557
Ridgway, CO 81432

February 19, 2019

Re: Drainage Report Update in Support of the Riversage - Phase 2 Development Project

Rick,

This letter is to serve as a revision to the original drainage report dated February 15, 2008 (Attached) that was originally prepared for the Riversage Development.

The modification of the design of Chester Court in addition to the decision to leave Riversage Drive in its current state results in changes to the overall drainage basins. The changes to the basins can be seen in the attached exhibit titled "Revised Storm Drainage Basin Exhibit". This exhibit shows the revisions to the basins that contribute to pipes 13 & 14 (P13 & P14). P14 has already been installed so no analysis was conducted on that pipe. P13 will be installed as part of Phase 2. Utilizing the original methodology found in the drainage report, the culvert was re-analyzed for adequacy with the new design. The contributing area decreased and the original culvert capacity was more than adequate to pass the required flow so the size remained the same as the original design. **Table 1** summarizes the revised areas and culvert capacities.

Table 1 – P13 Culvert Analysis

Contributing Drainage Area (Acres)	25 Year Peak Discharge (CFS)	Pipe Diameter (Inches)	Max. Pipe Discharge Flow (CFS)	Excess Pipe Capacity (CFS)
29.1	29.1	30	40.0	10.9

The originally proposed design is adequate for the proposed changes in drainage for the subdivision. No further changes are required.

Attached are the following documents that support my findings:

- Exhibit 1 – "Revised Storm Drainage Basin Exhibit"
- Original Riversage Development Drainage Report Dated February 15, 2008

Sincerely,

David W. Schieldt, P.E., CFM
Project Manager
Del-Mont Consultants, Inc.

This topographic map illustrates the proposed water infrastructure for Dennis Weaver Memorial Park No. 1. The map features contour lines indicating elevation. Key elements include:

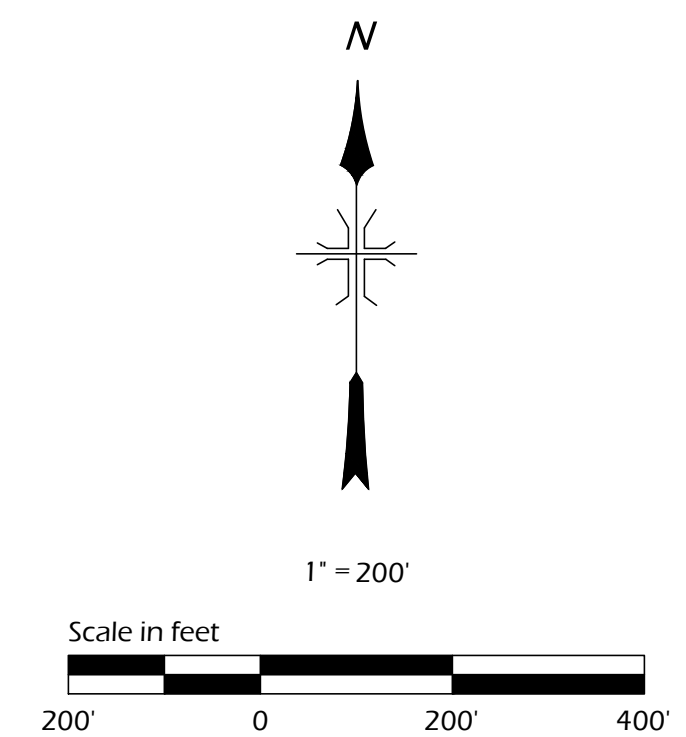
- Proposed Water Lines:** Shown as blue lines, some solid and some dashed, representing the layout of water mains. A label "EX. 24" CMP" points to an existing line on the left.
- Basins:** Two circular structures are shown, labeled "P13" and "P14".
- Roads:** "CHESTER COURT" is shown as a dashed line, and "RIVERSAGE DRIVE" is shown as a solid line.
- Phase II:** A section of the water line near the intersection of Chester Court and Riversage Drive is labeled "PHASE II".
- Open Space:** Areas labeled "OPEN SPACE FILING NO. 1" are shown in the lower left and lower right.
- Basin Line:** A dashed line labeled "BASIN LINE" runs horizontally across the middle of the map.
- Uncompahgre River:** The river is shown on the right side of the map, with the label "UNCOMPAHGRE RIVER" oriented vertically.
- Other Labels:** "LOTS 4 THRU 8 FILING NO. 1" is located in the center, and "NEW 30" CMP" points to a specific section of the proposed water line.

ORIGINAL = 36.3 ACRES
NEW = 29.1 ACRES

LEGEND

P13 BASIN NAME

ROAD R.O.W.
EXISTING CULVERT
EXISTING INDEX CONTOUR
EXISTING INTERMEDIATE CONTOUR
ORIGINAL DRAINAGE BASIN
PROPOSED CULVERT
PROPOSED INDEX CONTOUR
PROPOSED INTERMEDIATE CONTOUR
REVISED DRAINAGE BASIN



RIVERSAGE RODGWAY, LLC
RIVER SAGE P.U.D.
RIDGWAY, COLORADO

RIVERSAGE PHASE 2
 REVISED STORM DRAINAGE BASIN EXHIBIT

DMC JOB NO.: 18167

SHEET NO.:
1
OF 9 SHEETS

[illegible]

Storm Drainage Calculations

Project Name: Riversage Subdivision

Client: Riversage Ridgway, LLC

Project #: 05177

Completed by: JL

Checked by: JL

Location: Town of Ridgway

Date: February 15, 2008

Page: 1 of 3

Project Location:

The project site is located in the Town of Ridgway, Colorado adjacent to Hwy 550.

Project Description:

The project is a new 20 lot residential subdivision situated in the N1/2 Section 9 Township 45 North, Range 8 West, New Mexico Meridian, County of Ouray.. The following calculations are completed to size and locate culverts for the proposed project.

Methodology:

Contributing drainage areas for this project are relatively small (less than 100 acres). Therefore, run-off will be calculated using the rational formula. Culvert calculations will be based on a 25-year design storm and "Ridgway" Intensity/Duration Data. All storm drain pipes are assumed to be hydraulically "short" and therefore will be sized based on inlet control conditions.

Run-Off

Run-off is calculated using the rational formula: $Q = CIA$

The subject property being developed consists primarily of a moderately sloped pine forest. The average run-off coefficient (C) estimated at 0.25.

As a conservative approach, it is assumed that all drainage areas are relatively small and that times of concentration will be minimal. A minimum Time of Concentration of 5 minutes will be used as recommended by the Federal Highway Administration.

Based on a 5 minute Time of Concentration, and the "Ridgway" Intensity/Duration curves, the Intensity (I) for a 25 year storm is: I = 4.0 inches/hour.

Substituting "I", the rational formula for this project is:

1) $Q = 0.25 * 4.0 * A$

Storm Drainage Pipes

The drainage areas shown on the drainage map included herein and associated 25 year storm peak run-offs are as follows:

Storm Drainage Calculations

Project Name: Riversage Subdivision

Client: Riversage Ridgway, LLC

Project #: 05177

Completed by: JL

Checked by: JL

Location: Town of Ridgway

Date: February 15, 2008

Page: 2 of 3

<u>Drainage Area</u>	<u>Total Contributing Drainage Area (Acres)</u>	<u>25 Year Storm Peak Basin Discharge (CFS)</u>
P8	2.8	2.8
P9	21.1	21.1
P10	1.0	1.0
P11	1.8	1.8
P12	11.3	11.3
P13	36.3	36.3
P14	16.3	16.3
P15	1.0	1.0

Storm drainage pipes are treated as hydraulically short. Therefore, all pipes will be sized based on inlet control conditions based on FHWA HEC 5 inlet control nomograph. As a conservative approach, it is assumed that all inlets will be projecting and that the entrance loss coefficient will be 0.9. Available headwater depths for all pipes will be set at a minimum of approximately 2.0 diameters. Maximum capacities for various sized pipes based on this approach are summarized in the following chart:

<u>Pipe Diameter - D (inches)</u>	<u>Headwater Depth (HW/D)</u>	<u>Max. Pipe Discharge Flow (CFS)</u>
12	2.0	4.1
15	2.0	7.0
18	2.0	11.2
24	2.0	23.0
30	2.0	40.0
36	2.0	63.0

Storm Drainage Calculations

Project Name: Riversage Subdivision

Client: Riversage Ridgway, LLC

Project #: 05177

Completed by: JL

Checked by: JL

Location: Town of Ridgway

Date: February 15, 2008

Page: 3 of 3

The minimum required storm drain pipe sizes area therefore as follows:

<u>Storm Drain Pipe #</u>	<u>Contributing Drainage Areas (Acres)</u>	<u>25 Year Storm Peak Basin Discharge (CFS)</u>	<u>Minimum Pipe Size (CMP) (Dia. - Inches)</u>	<u>Pipe Size Selected (CMP) (Dia. - Inches)</u>
P8	2.8	2.8	12	18
P9	21.1	21.1	24	24
P10	1.0	1.0	12	18
P11	1.8	1.8	12	18
P12	11.3	11.3	24	2
P13	36.3	36.3	30	30
P14	16.3	16.3	24	24
P15	1.0	1.0	12	18

Ditch at P9.txt

Ditch at P9

Given Input Data:

Shape	Trapezoidal
Solving for	Depth of Flow
Flowrate	21.1000 cfs
Slope	0.0831 ft/ft
Manning's n	0.0200
Height	18.0000 in
Bottom width	1.0000 in
Left slope	0.3300 ft/ft (V/H)
Right slope	0.3300 ft/ft (V/H)

Computed Results:

Depth	9.3201 in
Velocity	11.1483 fps
Full Flowrate	119.3553 cfs
Flow area	1.8927 ft ²
Flow perimeter	60.4813 in
Hydraulic radius	4.5062 in
Top width	57.4852 in
Area	6.9432 ft ²
Perimeter	115.8774 in
Percent full	51.7781 %

Ditch at P8.txt

Ditch at P8

Given Input Data:

Shape	Trapezoidal
Solving for	Depth of Flow
Flowrate	2.8000 cfs
Slope	0.0810 ft/ft
Manning's n	0.0200
Height	18.0000 in
Bottom width	1.0000 in
Left slope	0.3300 ft/ft (V/H)
Right slope	0.3300 ft/ft (V/H)

Computed Results:

Depth	4.3058 in
Velocity	6.6659 fps
Full Flowrate	117.8376 cfs
Flow area	0.4200 ft ²
Flow perimeter	28.4798 in
Hydraulic radius	2.1238 in
Top width	27.0956 in
Area	6.9432 ft ²
Perimeter	115.8774 in
Percent full	23.9210 %

Ditch at P10.txt

Ditch at P10

Given Input Data:

Shape	Trapezoidal
Solving for	Depth of Flow
Flowrate	1.0000 cfs
Slope	0.0100 ft/ft
Manning's n	0.0200
Height	18.0000 in
Bottom width	1.0000 in
Left slope	0.3300 ft/ft (V/H)
Right slope	0.3300 ft/ft (V/H)

Computed Results:

Depth	4.3332 in
Velocity	2.3517 fps
Full Flowrate	41.4039 cfs
Flow area	0.4252 ft2
Flow perimeter	28.6547 in
Hydraulic radius	2.1369 in
Top width	27.2617 in
Area	6.9432 ft2
Perimeter	115.8774 in
Percent full	24.0732 %

Ditch at P11.txt

Given Input Data:

Shape	Trapezoidal
Solving for	Depth of Flow
Flowrate	1.8000 cfs
Slope	0.0230 ft/ft
Manning's n	0.0200
Height	18.0000 in
Bottom width	1.0000 in
Left slope	0.3300 ft/ft (V/H)
Right slope	0.3300 ft/ft (V/H)

Computed Results:

Depth	4.6313 in
Velocity	3.7226 fps
Full Flowrate	62.7921 cfs
Flow area	0.4835 ft ²
Flow perimeter	30.5575 in
Hydraulic radius	2.2786 in
Top width	29.0686 in
Area	6.9432 ft ²
Perimeter	115.8774 in
Percent full	25.7296 %

Ditch South of P12.txt

Channel Calculator

Given Input Data:

Shape	Trapezoidal
Solving for	Depth of Flow
Flowrate	9.4000 cfs
Slope	0.0200 ft/ft
Manning's n	0.0200
Height	18.0000 in
Bottom width	1.0000 in
Left slope	0.3300 ft/ft (V/H)
Right slope	0.3300 ft/ft (V/H)

Computed Results:

Depth	8.9833 in
Velocity	5.3390 fps
Full Flowrate	58.5540 cfs
Flow area	1.7606 ft ²
Flow perimeter	58.3323 in
Hydraulic radius	4.3463 in
Top width	55.4444 in
Area	6.9432 ft ²
Perimeter	115.8774 in
Percent full	49.9074 %

Ditch North of P12.txt

Channel Calculator

Given Input Data:

Shape	Trapezoidal
Solving for	Depth of Flow
Flowrate	1.9000 cfs
Slope	0.0640 ft/ft
Manning's n	0.0200
Height	18.0000 in
Bottom width	1.0000 in
Left slope	0.3300 ft/ft (V/H)
Right slope	0.3300 ft/ft (V/H)

Computed Results:

Depth	3.8759 in
Velocity	5.5386 fps
Full Flowrate	104.7445 cfs
Flow area	0.3430 ft ²
Flow perimeter	25.7361 in
Hydraulic radius	1.9194 in
Top width	24.4902 in
Area	6.9432 ft ²
Perimeter	115.8774 in
Percent full	21.5326 %

Ditch North of P13.txt

Channel Calculator

Given Input Data:

Shape	Trapezoidal
Solving for	Depth of Flow
Flowrate	10.2000 cfs
Slope	0.0300 ft/ft
Manning's n	0.0200
Height	18.0000 in
Bottom width	1.0000 in
Left slope	0.3300 ft/ft (V/H)
Right slope	0.3300 ft/ft (V/H)

Computed Results:

Depth	8.5774 in
Velocity	6.3441 fps
Full Flowrate	71.7137 cfs
Flow area	1.6078 ft ²
Flow perimeter	55.7416 in
Hydraulic radius	4.1535 in
Top width	52.9842 in
Area	6.9432 ft ²
Perimeter	115.8774 in
Percent full	47.6522 %

Ditch South of P13.txt

Channel Calculator

Given Input Data:

Shape	Trapezoidal
Solving for	Depth of Flow
Flowrate	26.2000 cfs
Slope	0.0680 ft/ft
Manning's n	0.0200
Height	18.0000 in
Bottom width	1.0000 in
Left slope	0.3300 ft/ft (V/H)
Right slope	0.3300 ft/ft (V/H)

Computed Results:

Depth	10.5162 in
Velocity	10.9154 fps
Full Flowrate	107.9682 cfs
Flow area	2.4003 ft ²
Flow perimeter	68.1152 in
Hydraulic radius	5.0743 in
Top width	64.7345 in
Area	6.9432 ft ²
Perimeter	115.8774 in
Percent full	58.4233 %

Ditch North of P14.txt

Channel Calculator

Given Input Data:

Shape	Trapezoidal
Solving for	Depth of Flow
Flowrate	12.9000 cfs
Slope	0.0520 ft/ft
Manning's n	0.0200
Height	18.0000 in
Bottom width	1.0000 in
Left slope	0.3300 ft/ft (V/H)
Right slope	0.3300 ft/ft (V/H)

Computed Results:

Depth	8.4467 in
Velocity	8.2690 fps
Full Flowrate	94.4154 cfs
Flow area	1.5601 ft ²
Flow perimeter	54.9073 in
Hydraulic radius	4.0914 in
Top width	52.1920 in
Area	6.9432 ft ²
Perimeter	115.8774 in
Percent full	46.9260 %

Ditch South of P14.txt

Channel Calculator

Given Input Data:

Shape	Trapezoidal
Solving for	Depth of Flow
Flowrate	3.4000 cfs
Slope	0.0230 ft/ft
Manning's n	0.0200
Height	18.0000 in
Bottom width	1.0000 in
Left slope	0.3300 ft/ft (V/H)
Right slope	0.3300 ft/ft (V/H)

Computed Results:

Depth	5.9220 in
Velocity	4.3638 fps
Full Flowrate	62.7921 cfs
Flow area	0.7791 ft ²
Flow perimeter	38.7947 in
Hydraulic radius	2.8920 in
Top width	36.8910 in
Area	6.9432 ft ²
Perimeter	115.8774 in
Percent full	32.9001 %

Ditch North of P15.txt

Channel Calculator

Given Input Data:

Shape	Trapezoidal
Solving for	Depth of Flow
Flowrate	0.5000 cfs
Slope	0.0300 ft/ft
Manning's n	0.0200
Height	18.0000 in
Bottom width	1.0000 in
Left slope	0.3300 ft/ft (V/H)
Right slope	0.3300 ft/ft (V/H)

Computed Results:

Depth	2.6607 in
Velocity	2.9858 fps
Full Flowrate	71.7137 cfs
Flow area	0.1675 ft ²
Flow perimeter	17.9811 in
Hydraulic radius	1.3411 in
Top width	17.1257 in
Area	6.9432 ft ²
Perimeter	115.8774 in
Percent full	14.7819 %

Ditch South of P15.txt

Channel Calculator

Given Input Data:

Shape	Trapezoidal
Solving for	Depth of Flow
Flowrate	0.5000 cfs
Slope	0.0120 ft/ft
Manning's n	0.0200
Height	18.0000 in
Bottom width	1.0000 in
Left slope	0.3300 ft/ft (V/H)
Right slope	0.3300 ft/ft (V/H)

Computed Results:

Depth	3.1887 in
Velocity	2.1176 fps
Full Flowrate	45.3557 cfs
Flow area	0.2361 ft ²
Flow perimeter	21.3507 in
Hydraulic radius	1.5925 in
Top width	20.3256 in
Area	6.9432 ft ²
Perimeter	115.8774 in
Percent full	17.7152 %



RiverSage Ridgway LLC.

PLANNED UNIT DEVELOPMENT

DESIGN GUIDELINES and STANDARDS

January 5, 2008

Revised January 7, 2009

Revised May 18, 2009

Revised August 10, 2010

Revised January 22, 2014

Revised March 14 2014

Revised August 1, 2014

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SECTION I

INTRODUCTION

The RIVERSAGE DESIGN GUIDELINES AND STANDARDS and the DESIGN REVIEW BOARD have been established by RiverSage Ridgway, LLC ("Declarant") under Sections 7.01 & 7.03 of the DECLARATION of COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS and EASEMENTS for RIVERSAGE PLANNED UNIT DEVELOPMENT, recorded in the Office of the Ouray County Clerk and Recorder at Reception #200987.

OBJECTIVES OF THE RIVERSAGE DESIGN GUIDELINES AND STANDARDS

1. To promote a harmonious relationship of buildings, landscape, topography and overall community design while maintaining view corridors and privacy.
2. To provide criteria for appropriate Ranch or Southwest style architecture that encourages creativity in design within a common theme.
3. To attain the highest quality development and construction through the use of long-lasting, sturdy building materials.
4. To ensure energy efficiency and to promote conservation and recycling through the establishment of a Green Building Code.
5. To preserve and protect natural resources within the subdivision and to preserve the natural environment for all wildlife which exists throughout the property.

The philosophy of the Design Review Board (DRB) is that the Standards will continue to evolve and be amended as we review new designs, discover new technologies, and evaluate the actual implementation of the Standards. Owners and potential Owners should understand that due to topographical variations, visual impact requirements and other circumstances, a design approved for a particular Lot may not be approved for a different Lot without significant modifications. The DRB will evaluate not only the style, detail and finish of a home on paper, but also within the context of its surroundings.

The Lot Owner or any party under the owner's authority or control must follow these Design Standards and the Town of Ridgway Building Code. In the event of violations, RiverSage Ridgway LLC, the DRB, RiverSage Homeowners Association (RSHOA), or the Town of Ridgway may take any action permitted by law, the RiverSage Covenants or these Design Standards.

In the event a sale of improved property occurs, it shall be the responsibility of the seller to provide that the improved property conforms to all current Design standards.

SECTION II

DEFINITIONS

These definitions are only for clarification of terminology within these Design Guidelines. Owners are also bound by the definitions listed within the RiverSage Declaration of Covenants, Association Articles and Bylaws, and other applicable or Governing Documents.

Applicant. The Lot Owner or his agent or representative.

Assessment. A Common Assessment as defined in the RiverSage Covenants, which may be charged to an Owner and collected in a manner set forth in Article IV of said Covenants.

Building Application. A formal plan submitted to the DRB for Lot Improvements that includes, among other items, a site plan, building blueprints, a landscape plan and a construction timeline.

Building Envelope. That area on a Lot within which all building Improvements must be located, with the exception of a driveway and new trees planted to reduce a home's visual impact.

Certificate of Compliance - A certificate issued by the DRB that indicates that a constructed building and the completed landscaping conform to the Design Standards and the plans approved by the DRB.

Certificate of Building Application Approval - A certificate issued by the DRB that indicates the design of a building and associated landscaping have been reviewed by the DRB and conform to the Design Standards.

Improvements -- Without limit, includes structures, fencing, landscaping, signs, vegetation, utilities, roads, driveways and buildings within or upon a Lot, including any substantial change, removal or addition of any structure or attachment.

Quorum - The majority of Design Review Board members or their proxies present.

Ridgeline - The line of intersection at the high point between opposing slopes.

Roof Pitch - The slope of a roof determined by the relationship between the vertical rise and the horizontal projection of the roof. Stated as inches of rise in twelve inches (12") of horizontal run: e.g. 3:12 or 12:12.

Screening - A natural or artificial means of hiding all or a portion of a structure from public view.

Skyline - The line where the earth or vegetation and the sky seem to meet.

SECTION III

GOVERNING REGULATIONS

The following rules and regulations have been previously established in Section 7.05 of the RiverSage Declaration of Covenants.

A. Jurisdiction. In addition to the Design Guidelines and Standards, building design will be regulated by the Town of Ridgway, the State of Colorado, and Federal regulatory agencies having jurisdiction. Approval of plans and specifications by the DRB shall not be deemed to constitute compliance with the requirements of any building codes or land use regulations. The Owner or owner's agent shall be responsible to ensure conformance with any applicable regulations and should check with the appropriate governmental entity to verify that the most recently adopted edition of any regulation is being used. In the event of a conflict or future conflict between the Town of Ridgway Building Code and the RiverSage Design Guidelines, the more restrictive provision shall govern the construction of any RiverSage home or addition for which a Building Permit has not yet been issued.

B. Building Envelopes. The RiverSage Plat designates a Building Envelope on each Lot which is approximately 1/2 acre (21,780 sq. ft.) in size or smaller. If an Owner desires to relocate the building envelope on his Lot, he must obtain, prior to any construction or excavation, approval from the DRB and the Ridgway Planning Commission in accordance with the terms set forth in Plat Note 7 of the RiverSage Plat.

C. Design By Architect: The DRB reserves the right to require a professional architect for the design of any home to be constructed within RiverSage.

D. Variances. The DRB shall have the authority to grant reasonable variances or adjustments from any conditions and restrictions imposed by the Design Standards in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of said conditions and restrictions. Such variances or adjustments shall be granted only when the granting thereof shall not be materially detrimental or injurious to the other Lots and will not result in conditions that are inconsistent with the general concept, harmony, and values within RiverSage.

E. No Waiver of Future Approvals. The approval of the DRB to any proposals or plans and specifications or drawing for any work done or proposed or in connection with any other matter requiring the approval and consent of the DRB shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

F. Liability. Neither the DRB, Declarant, nor its respective successors or assigns shall be liable in damages to anyone submitting plans and specifications for approval or to any Owner affected by this Declaration by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. In no manner is the DRB approval of any application deemed to be an approval or endorsement of the safety or structural soundness of any structure. The Owner shall rely solely upon his own Architect and Engineer for structural soundness and safety of any structure. Every Owner or other person who submits plans for approval agrees by submission of such plans and specifications that he will not bring any action or suit against the DRB or Declarant to recover any damages arising out of the actions of his Architect or Engineer, negligent design of the house or the approval or disapproval thereof by the DRB or the Association.

G. Severability. If through error, oversight, or mistake, any Owner of a Lot builds or causes to be built, any structure thereon which does not conform to all the limitations and restrictions recited herein and in the Design Guidelines and Standards, such nonconformity shall in no way affect these limitations and restrictions insofar as they apply to any and all other RiverSage Lots. Any

delinquency or delay on the part of the party or parties having the right to enforce these restrictions shall not confer any implied right on any other Owner of any Lot to change, alter or violate any of the restrictions and/or limitations herein contained.

H. Financial Responsibility. The DRB may, as a condition of approval of any construction on any lot, require proof of the applicant's financial ability to pay for the entire cost of the proposed work. An applicant requesting time on the DRB agenda must first be current to date on all monies owed to the Association before such time shall be granted by the DRB.

I. Road Impact Fee. Upon approval by the DRB of an Applicant's building plans, and prior to construction of any Improvements upon his Lot, the Applicant shall pay to the RSHOA a nonrefundable Road Impact Fee of one thousand (\$1,000) dollars.

J. Security Deposit. Prior to the construction of any Improvements upon a Lot, the Owner of such Lot will be required to pay a Security Deposit of FIVE THOUSAND DOLLARS (\$5,000) to the DRB for the purpose of providing security for the owner's compliance with all rules, regulations, standards, terms and conditions of the Association, the DRB, and this Declaration. The deposit may be used to pay any penalties, fines or expenses levied or incurred against the Owner, and the Owner has personal liability for any such sums that exceed the deposit. The Owner should be aware that the deposit is applicable to costs of cleanup as off-site damage and other costs incurred in assuring compliance with all the applicable rules, including reasonable charges for administrative and legal services. Upon determination by the DRB that all construction requirements have been met, the deposit, or any unused portion thereof, will be refunded.

K. Right to Inspections. The DRB or its representative shall have the right and authority to inspect construction in progress to assure its conformance with plans approved by the DRB, provided, however that this right of inspection shall terminate 30 days after such work of improvement shall have been completed and the respective Owner shall have given written notice to the DRB of such completion. This right of inspection shall not terminate pursuant to this paragraph in the event that plans for the work of improvement have not previously been submitted to and approved by the DRB.

L. Correction of Defects; Association Remedies.

(i) **Notice of Violation.** If, as a result of an inspection, the DRB finds that an improvement has been done without obtaining approval of the plans therefore or was not done in substantial compliance with the plans approved by the DRB, it shall submit to the Owner a Notice of Violation, specifying in writing the particulars of the violation. The DRB shall have the authority to require the Owner to take such action as may be necessary to remedy the violation.

(ii) **Notice of Noncompliance.** If upon the expiration of 30 days from the date of the Notice of Violation, the Owner shall have failed to remedy such violation, the DRB shall notify the RSHOA Executive Board in writing of such failure. The Executive Board, at its option, may record a Notice of Noncompliance in the office of the Ouray County Clerk and Recorder and may thereafter peacefully remove, or cause to be removed, the noncomplying improvement or otherwise peacefully remedy the violation, and the Owner shall reimburse the Association upon demand, for all expenses including reasonable attorney's fees incurred in connection therewith, and a portion or all of the owner's Security Deposit shall be applied to this liability. If such removal or remedy may not be peacefully accomplished, the Executive Board may take such legal action as may be required to accomplish the acts herein authorized. If the Owner does not promptly repay expenses to the Association, or in any event, if the Executive Board is required to take court action, the Executive Board shall levy an assessment against the Owner for reimbursement as authorized in this Declaration for other assessments. The Executive Board shall have all remedies and rights in such proceedings as are otherwise granted to it in this Declaration.

M. Exemption. RiverSage Lot 1 and the fully constructed home which sits thereon, are hereby exempt from any control of the Design Review Board.

SECTION IV

DESIGN REVIEW and CONSTRUCTION PROCESS

The Design Review Process must be followed for any proposed Improvement to a Lot including but not limited to the following:

- Construction of any building.
- Renovation, expansion or refinishing of the exterior of any building.
- Interior changes that affect the major functions of a building.
- Fencing, dog runs or containment.
- Exterior lighting or signage.
- Exterior landscaping, tree removal, grading, irrigation, etc.

In addition to complying with these Design Standards, an Applicant must comply with the requirements of all governing agencies, including the Town of Ridgway Building Code, in order to obtain a building permit, a Certificate of Occupancy or Temporary Certificate of Occupancy.

Changes or Refinements to a design are almost inevitable during the construction process and may affect the exterior of the building. It is not our intent to prohibit potential design changes but rather to establish a process requiring the Applicant to apply for and obtain approval of the proposed changes before the actual construction is implemented. By doing this we hope to avoid added owner costs in removal of non-conforming construction.

The Design Review and Construction process has 6 steps:

- Design Concept Review/Approval
- Building Envelope Relocation (optional)
- Building Application Review/Approval
- Building Permit (from the Town of Ridgway)
- Construction
- Construction Conformance Review/Approval

1. DESIGN CONCEPT REVIEW

This informal review is to determine the feasibility of a design prior to the Applicant expending funds on plans that may not be acceptable. It does not confer any rights or approvals to the Applicant, and the DRB reserves the right to change its opinions on any plan based on submission of more detailed documentation. A review is initiated when the Applicant submits to the DRB a Design Concept Plan, which shall include:

- A one-page description of the general parameters of the construction project
- A site plan and 2 elevations, which may be drawn freehand to an appropriate scale.
- Other pictures and schematics exemplifying the overall style and design of the project
- Any requested variances from the Design Standards, clearly indicated on the plans. This includes a requested relocation of the Building Envelope.
- An estimated construction timeframe.
- Any other items or literature that the Applicant feels would be helpful.

The DRB will review the Plan as to general conformity to the overall RiverSage design theme and compatibility of the submitted design to a particular Lot and will respond within 25 days. Upon approval of the Plan, the DRB will issue a Certificate of Design Concept.

2. BUILDING ENVELOPE RELOCATION (Optional)

An Applicant who desires to relocate his building envelope must obtain approval from the DRB and the Ridgway Planning Commission in accordance with the terms set forth in Plat Note 7 of the RiverSage Plat.

3. BUILDING APPLICATION REVIEW

The completed Building Application shall be submitted to the DRB chairman at least 30 days before an approval decision is required. The Application shall include:

- 3 copies of blueprints or black line Building Plans, at a minimum scale of $\frac{1}{4}$ inch = 1 foot, the same as will be submitted to the Town of Ridgway for a Building Permit. Plans must include: exterior finish materials, door and window details, chimney and flue details, including a color rendering of 2 elevations.
- A site plan, at a minimum scale of 1 inch = 20 feet, indicating lot boundaries, setbacks, building envelope, building footprint, areas of native vegetation to be disturbed, walkways, driveway, utility trenches, septic and leach fields, drainage plan, location of any solar panels, and construction staging area.
- A schedule of exterior finishes, along with actual roofing samples, siding, stone or stucco material in exact colors to be applied. Also included is the type of garage door along with the manufacturer's product literature and photographs.
- A Landscape Plan of minimum scale 1 inch = 20 feet that shall include: extent and location of all plant materials and landscape features, site lighting (type and location), existing trees, vegetation and landforms, driveway and apron details, final grading, and an irrigation/erosion control plan. This plan shall include the process and materials to be used in re-grading, soil enhancement and reseeded following the completion of construction, as well as guarantees that disturbed areas will receive the moisture and care necessary to return them to a sustainable vegetated state.
- A \$200 non-refundable Building Application fee payable to the RSHOA.

The Building Plans will be distributed to DRB members, and a meeting will be scheduled to review the Application. Adjacent Lot owners will be notified of the pending Application, and a notice will be posted on the Lot in question. The Application and plans shall be available for review by any RiverSage Owner pursuant to an appointment with a DRB member, or by mail upon payment of \$25.00 to the RSHOA. No action will be taken until after the 20th day after receipt of the completed Application and fee.

The DRB reserves the right to request review of any aspect of an Application by a professional engineer or architect and shall be promptly reimbursed by the Applicant for this expense. The DRB reserves the right to enforce all Design Standards at any time after plan approvals except where variances have been specifically granted, in writing, as a part of the approval process.

Any member of the DRB who submits a Building Application may participate in the review process but may not participate in any vote for approval by the DRB.

The DRB shall maintain written records of all Building Applications submitted to it and of all actions taken by it with respect thereto. Such records shall be open and available for inspection by any interested party during reasonable hours of the business day.

Approval Timeline: The DRB shall respond to the submittal of the Building Application within 30 days. Should the DRB not formally act within 30 days of receipt of all items specified in the Application Requirements, the Application shall be deemed approved. The DRB shall not be required to act on an incomplete application and any request to approve an incomplete application shall be deemed denied after 30 days of receipt. The DRB reserves the right to extend the response date pending receipt of additional requested information from the Applicant.

Appeal to Executive Board: If the Application is not approved, the DRB shall notify the Applicant in writing and indicate those items in the plan that need adjusting or eliminating. Any DRB denial and/or approval with conditions attached to it may be appealed by the Applicant to the RSHOA Executive Board within 30 days. Any appeal received after this time frame may be rejected by the Board without a review of the substance of said appeal.

If the Application is approved, the Applicant will be notified in writing by the DRB. At this time, the Applicant will be required to pay to the Association:

- The non refundable Road Impact Fee -- \$1,000
- The Construction Security Deposit -- \$5,000

4. BUILDING PERMIT

When the Road Impact Fee and Security Deposit have been paid, the DRB will issue to the Owner a Certificate of Building Application Approval. The Owner may then apply to the Town of Ridgway for a Building Permit.

5. CONSTRUCTION

Building Application approval by the DRB expires 12 months after the calculated construction start date. A written request for an extension must be submitted to the DRB no later than 10 working days prior to its expiration date. The request must explain the delay and how much additional time is required. Once construction of Improvements has begun, should the progress be suspended for any reason, the DRB has the authority to take the steps necessary to protect the property to assure the project will not become a public nuisance or hazard, or to complete the project. Any costs incurred by the DRB will become an assessment upon the Lot to be collected in the manner provided by Article IV of the RiverSage Covenants.

6. CONSTRUCTION CONFORMANCE REVIEW

The request for Construction Conformance Review shall be made not less than 2 weeks prior to any application for a Certificate of Occupancy. Construction Conformance Review shall be based on the approved Building Application plans and any revisions previously approved. The DRB will issue a Certificate of Compliance if the constructed building and its completed landscaping conform to the approved plans and any approved revisions. In the event minor improvement work and/or the landscaping has not been completed, a Temporary Certificate of Compliance may be issued subject to the improvements being completed within a time period determined by the DRB and/or the landscaping being completed per the approved Landscape Plan within a 6 month period or the end of the next spring growing period in the case of winter completion of building.

An Owner shall obtain a Certificate of Compliance or Temporary Certificate Of Compliance prior to applying for a Certificate of Occupancy. The DRB shall not be responsible for any denial of, or delay in, granting either a Certificate of Compliance or a Temporary Certificate of Compliance due to the failure of the Applicant to obtain prior DRB approval of any design modification.

SECTION V

RIVERSAGE DESIGN THEME

The intent of the RiverSage Design Theme is to promote high quality, energy-efficient, and environmentally sensitive home construction with buildings that are creatively designed to merge and blend with their natural surroundings.

The design theme will encourage unique "Ranch" or "Southwest" architectural designs to provide diversity of design rather than repetition. A sense of timelessness and permanence will be achieved by incorporating building materials that appear substantial and able to endure the climate of the high desert and sub-alpine mountains.

Homes will be built below or into the rolling foothills, among sagebrush and scattered pine trees, and will be sited to maximize solar gain potential. In flat or gently sloping open areas, building mass shall be low profile, stressing a horizontal look inherent to ranch houses of the west or adobes of the southwest. On steeper slopes, building mass shall follow the natural grade. A strong, sturdy appearance shall be created through the use of such materials as hand-hewn logs or timbers, stucco, and stone.

Building designs should be creative and avoid boxy or long rectangular structures. Decks, retaining walls and roof overhangs shall be used when appropriate to enforce the visual tie of the building to the natural topography. Rooflines shall be varied and broken and avoid long spans of unbroken ridges. Architectural interest shall be accomplished through the addition of arches, rounded and sculptured walls, balconies, vigas, decks and railings. Stained glass, decorative tiles, and handcrafted doors and windows shall be encouraged.

Strong sensitivity to the landscape will be strictly enforced, requiring respect for natural landforms and existing vegetation. New plantings shall include plants indigenous to the Rocky Mountain sub-alpine and upper mountain zones. Plantings shall be located to extend existing canopy edges or placed in large natural looking groupings.

RiverSage will promote high quality by providing a rural residential lifestyle abundant with natural beauty. This shall be achieved through creating an enduring and unifying appearance and a strong awareness toward minimizing its visual impact on the landscape from both within and outside the development.

Variations on the Ranch or Southwest style of architecture shall be considered on a case-by-case basis subject to conformance to these Design Standards. All other governing regulations within this document shall apply.

SECTION VI

VISUAL IMPACT REGULATIONS

RiverSage is a low-impact, conservation-oriented development whose goal is to preserve the scenic beauty, rural setting, character and dominating influence of its natural environment. The intent of these regulations is to minimize the visual impact of individual structures and the development as a whole so it does not compete with the existing physical environment for the casual viewer's attention.

The DRB will not approve a Building Application for a RiverSage home unless the visual impact requirements of this section have been met, or it can be illustrated that they will be met when the project is complete. At the request of the DRB, the Applicant may be required to erect story poles that will determine if the proposed improvements will ultimately comply with these regulations. If the design does not comply, the DRB shall notify the Applicant in writing and indicate areas of noncompliance. Continued compliance with these regulations shall be required in the future.

1. Home Size and Screening. All RiverSage homes shall be subject to the following point system. The maximum number of points allowed per home shall be eight (8).

A. Primary Criteria. Points for the following criteria are to be added together:

Square footage of home	.1 point for every 100 habitable square feet
Height of home	.3 point for every foot of the maximum structure height as measured and defined by the Ridgway Municipal Code.

B. Secondary Criteria. Points for the following criteria are to be subtracted from the primary criteria.

Natural screening	.1 point for every 1% of natural screening
Additional vegetative screening that blends with the natural surroundings	.2 point for every 1% of additional screening

Screening percentages to be determined by the DRB
A conceptual drawing of all additional screening may be required

2. Skylines. No part of any RiverSage home shall break the skyline as seen from any viewing point along the centerlines of U.S. Highway 550 and County Roads 5, 10, and 24A. No part of any home as seen along the centerline of Colorado Highway 62 shall break the skyline with the exception of a home on Lot 18 subject to the following restrictions, and no part of any home as seen from the centerline of County Road 24 shall break the skyline with the exceptions of homes on Lots 16 and 18 subject to the following restrictions:

A. The protruding section of the home, at any point, does not rise higher than 20 feet and shall be measured pursuant to applicable Town of Ridgway Code.

B. If requested by the DRB, additional indigenous trees shall be planted on the Lot, but not necessarily within the building envelope, in an approved configuration and of approved sizes that shall have the present or future effect of "raising" the skyline along the stretch being "broken". In such a case, the Owner shall be responsible for irrigating and maintaining these trees in accordance with the Irrigation Regulations set forth herein in Section IX.

3. Ridgelines. In addition to any requirements imposed by this section, all homes located along or near a ridgeline shall be set back a minimum of 20 feet from the ridgeline.

4. Revegetation. All driveway cuts and fills shall be revegetated and/or reforested in accordance with the Landscape Regulations set forth herein in Section IX.

5. Reflective Materials: All roofing, siding and windows used shall not be constructed of highly reflective materials, including but not limited to: stainless steel, polished metal, bright metal, galvanized metal and glass coated with reflective material. Passive solar design features shall minimize reflective impact on neighbors and the Ridgway town core. The use of solar panels is addressed herein in Section VIII.

6. Screening. All utility or service yards, antennas, satellite dishes, and heating or refrigeration devices shall be placed on an inconspicuous place on the building or Lot or screened from street view by landscape.

SECTION VII

SITE PLANNING

Siting of buildings and routing of driveways, utilities and walkways must be planned to cause the least amount of disturbance to existing vegetation and landforms. Site planning shall also consider views, privacy, topography, solar exposures, and the visual impact to other lots, the town core of Ridgway, and to Highway 550.

1. Building Envelopes and Setback.

A. Building Envelope: The RiverSage Plat Designates a Building Envelope on each Lot which is approximately one half acre (21,780 square feet) in size, or smaller. On all lots, all permanent structures must be located within the Building Envelope. An Owner desiring to relocate his Building Envelope must first obtain approval from the DRB and the Ridgway Planning Commission in accordance with the terms set forth in Plat Note 7 of the RiverSage Plat.

B. Setback: No permanent structure of any kind shall be placed within 50 feet of the subdivision roadways or within 15 feet of other boundary lines. However, the DRB may, at the time of Concept Plan review, impose greater or approve lesser setback requirements in the event of circumstances unique to individual situations if required for safety, aesthetic, conservation, visual impact, or other reasons. Additional setbacks for items such as septic fields may be imposed by regulatory agencies.

C. Septic fields: In the event that it can be established that a septic system cannot be fit within the existing or relocated building envelope, an owner may apply for a variance pursuant to the requirements indicated in Plat Note 8 of the RiverSage Plat.

2. Grading and Drainage. Grading requirements resulting from development shall be designed to blend into the natural landscape. Cuts and fills should be feathered into the existing terrain within the Lot boundary. Site plans shall indicate surface drainage patterns, drainage improvements, and any effects on adjacent Lots and Common Areas. In areas where drainage swales are created to direct runoff, erosion control blankets shall be used to slow runoff, decrease erosion and promote revegetation. Where construction results in drainage other than approved by the DRB, the DRB may require correction and conformance to the approved drainage plan.

3. Soils, Geological Hazards, and Topographic Survey. A Soils/Geological Hazard Study has been completed by the Geotechnical Engineering Group, Inc., of Montrose, Colorado, in the form of a written report dated July 25, 2007. Such report discloses the potential for radon gas on the

Lots as well as soils with varying soil and engineering characteristics. Such characteristics include swell potential, settlement potential, bearing capacity and the bearing conditions of the soils' ability to support foundations. Each Lot Owner shall be responsible for addressing radon gas and for investigating and determining the feasibility of the particular soils and the engineering characteristics for his Lot. By accepting a deed to a RiverSage Lot, the Owner agrees to hold the Declarant and the Town of Ridgway harmless from any claim related to soils conditions present in the subdivision. Topographic survey maps are available at *Del-Mont Consultants, 125 S. Colorado, Montrose, CO 81401*.

4. Driveways. Only 1 driveway per Lot shall access the subdivision roads, and no driveway shall intersect a road within 50 feet of any intersection. Driveways shall be constructed in compliance with good engineering standards and the driveway standards of Ouray County. Structural portions of driveways and parking areas shall be fully installed prior to commencement of any other on-site construction in order to eliminate mud from being brought from the construction site onto existing roads. Driveways should be constructed to a minimum width where possible but the surface width may not exceed 16 feet. A turning circle is permitted. The road edge of the driveway should drain to the street, not towards the home. Culverts must be adequate to pass water without obstruction. Driveways shall be easily accessible by emergency equipment, and if the end of a driveway is more than 100 feet from the road, a turnaround or hammerhead must be provided. In all cases the route of the driveway and turning circle should be designed to minimize both visual impact and the necessity to remove mature trees and large shrubs. Driveways shall be graveled, paved, or chip-sealed within 3 months after a Certificate of Occupancy has been issued. Any concrete driveway must be an earth-tone color ("white" concrete is prohibited).

5. Parking. Each Lot shall provide a minimum of 2 fully enclosed parking spaces and a minimum of 1 exterior parking space (10' x 20') for each additional bedroom.

6. Storage Areas. Trash containers, boats, motorcycles, trailers, maintenance and recreational equipment and other such items shall be stored in fully enclosed structures screened from the view of the public and adjacent property owners. Walls enclosing these areas shall be compatible with the materials and integral with the form of the residence. Carports are not allowed.

7. Utilities. Utility Easements are indicated on the RiverSage Plat and are perpetual. Within these easements, no structure, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. All lines shall be buried and installed under or within 10 feet of the driveway.

8. Sewage Disposal. Sewage collection and disposal shall be through an Individual Septic Disposal System. No system shall be installed unless it is designed and constructed in conformity with the then existing standards employed by the Town of Ridgway Sanitation Department acting under the direction and within the regulations of the State of Colorado. No construction of any such system shall be undertaken until the plans, specifications and design have been approved, and no such system shall be placed in use until the completed construction has received final governmental approval.

NOTE: As indicated on Plat Note 3 of the RiverSage Plat, if the Ridgway sewer system ever becomes available within 400 feet of a given Lot, then the owner of that Lot, at his sole expense, shall be required to connect to the Town system.

SECTION VIII

ARCHITECTURAL REQUIREMENTS AND RESTRICTIONS

GENERAL REQUIREMENTS AND RESTRICTIONS

1. Use and Occupancy. Each home shall be designed and constructed as a single-family dwelling unit. Any accessory dwelling unit must be integrated into the primary unit or tied to it by a continuous roofline, breezeway, or recognizable continuation of walls, walkways, retaining walls or landscape structures, in such a way as to project consistency with the primary unit in overall design. An accessory unit must be constructed as the home is constructed, with a maximum area of 800 square feet.

2. Building Quality. All homes and other improvements placed on any lot shall be newly erected and no second-hand or used buildings or other improvements shall be moved onto a Lot. No used or second-hand materials may be used in the exterior of such improvements with the exception of barn board or recycled material that visually conveys "newness" or an appropriate rustic quality.

3. Foundations. Homes must be affixed to a permanent, site-specific foundation signed and stamped by a Colorado licensed engineer. Foundation walls shall be covered by stone, stucco or other appropriate materials that blend with the upper walls of the home.

4. Building Height. No home shall exceed a height of 27 feet as measured per the Ridgway Municipal Code. In keeping with the low-profile design theme, single story and split-level homes will be encouraged and preferred over taller homes. The taller the home, the more difficult it will be to meet the Visual Impact requirements.

5. Square Footage. RiverSage has been designed as a low-impact development that is not intended to provide for construction of what are often referred to as "trophy homes". Larger homes will have more difficulty in meeting the Visual Impact requirements, and may need to incorporate additional energy-efficient technologies per the Building Code of the Town of Ridgway.

The maximum habitable space of any RiverSage home shall be 9,000 square feet, with the following restrictions and calculation methods to apply:

- Square footages will be measured pursuant to applicable Ridgway Town Code.
- All homes must meet the Visual Impact Requirements set forth herein.
- No more than 6,000 square feet may be constructed so as to be visible above the natural grade.
- If more than one story is visible above the natural grade, the lower story must encompass, at a minimum, 55% of the total above ground square footage.
- The square footage of a walkout basement with only one exposed wall shall be calculated at 50% of its actual square footage in determining Visual Impact Points.

For examples of potential home sizes vs. Visual Impact requirements, see APPENDIX B.

EXTERIOR ARCHITECTURAL ELEMENTS

1. Colors. As indicated by Plat Note 18 of the RiverSage Plat, the exterior walls and roofs of all structures shall consist of earth tones, excepting appropriate trim and accent elements such as windowsills, decorative tiles, etc. The DRB will not approve blue, green, black, or bright red, orange or yellow as an "earth tone".

2. Architectural Expression and Building Mass. Architectural expression and creativity shall be encouraged. Boxy or long rectangular building forms shall be avoided. Dormers, arches, sculpted walls, bay windows, balconies, decks and a variety of roof forms will help achieve a building design with original appeal. Detailing such as wood lintels at door and window openings is encouraged. Ranch style log homes will be permitted. Mountain "A-frame" style homes will not be permitted.

3. Walls. Exterior walls should convey a strong, natural image featuring log timbers, wood siding, stone and stucco. A combination of these materials should be utilized to create variety and interest within the building design. Wood shall retain a natural color or be stained with neutral tones. Rusted, corrugated metal siding as an accent is permitted. Aluminum and vinyl siding is prohibited. These restrictions shall not prohibit materials that are created and/or invented in the future, but the use of any such material must be approved by the DRB.

A. Logs, Vigs, or other Timbers. Minimum sizes for timber shall be 8" nominal and 9" average diameters for logs measured at the mid-point of each length of log. Variations in sizes are encouraged to avoid the appearance of machined or manufactured logs. Dovetail notching, hand hewn and skip peeling are recommended techniques to add originality. Logs and timbers shall be treated with a clear sealer or stained with a semi-transparent stain.

B. Wood Siding. Wood siding shall consist of boards or planks of not less than 4" and not more than 12" nominal face width and shall not be less than 5/8" thick. Wood siding may be run vertically or horizontally. For vertical siding applications, a combination of several plank widths applied in a random pattern is encouraged. Wood siding should be used on dormers, at gable ends and the upper portions of a structure. Plywood siding is not permitted. Plywood may be used for soffits or as a base for, or component of, special ornamental panels subject to DRB approval.

C. Stone. Stone finishes should be used in a manner consistent with its use as a structural component such as a foundation. Use of stone for columns and chimneys is strongly encouraged. Freestanding columns shall be a minimum of 24" square. A home shall have a stone surface area of at least 15% of the gross exterior wall area. For homes where the minimum stone requirement is inconsistent with the proposed architectural style, a variance may be applied for. The use of stone quarried on individual building sites or from other local sources is encouraged.

D. Stucco or Adobe. Stucco or adobe shall be used in combination with log, wood or stone. Stucco shall have a soft, irregular surface, and building corners, windows, and door openings shall be rounded and consistent with the southwest style of architecture.

4. Roofs. Roofing material must conform to the requirements of Town of Ridgway Building Code. Rooflines shall be varied and broken and should conform to traditional southwestern or ranch-style architecture. Rusted, non-reflective metal roofs are permitted. It is recommended that cold roof designs be used for roofs over heated interior spaces to avoid ice damage to the roofs and eaves. Roof overhangs are recommended for providing protection from snow and ice and to bring the mass of the house closer to the ground. Covered porches will be encouraged to provide architectural interest. All exposed metal flashing, gutters, and other roof hardware shall be color-coordinated to match the finish of the adjacent materials.

A. Roof Structure. (Items 1-3 are taken from the Town of Ridgway Building Code)

(1) 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.

(2) 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.

(3) 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.

To encourage low-profile homes, all roof pitches are limited to a maximum fall of 12:12. The DRB reserves the right to approve any roof pitch that's appropriate with the building design and doesn't compromise the integrity of the Design Standards. An example would be a flat, painted membrane roof. Such a roof would also need approval by the Town of Ridgway.

B. "Living" Roofs. Due to their ecological and aesthetic benefits, "living" roofs are growing in popularity. A properly designed and engineered living roof will be permitted, provided it is compatible with the style of the home, and subject to approval by the DRB.

C. Roof Section Required. Per Town of Ridgway Code, every window well serving as a means of egress shall have a roof section that extends beyond the window well footprint.

5. Garages. Garages shall be attached to the homes and constructed at the same time. A heated garage must be built to the same energy-efficient standards as the home. Where possible, garage doors shall be screened from roadways. The garage roof should not be in the same ridge line as the house, and should be lower. The visual impact of garage doors should be minimized through the use of architectural accents such as recessing the door, arched doorways or other design enhancements. Landscaped screening is encouraged. Metal section overhead doors of raised panel design may be used subject to DRB approval. Wood garage doors should be rich and interesting. Masonite garage doors are prohibited.

6. Chimneys and Flues. Chimneys and flues shall have an exterior finish of stone, stucco, or rusted metal that blends in with the main house. Per Town of Ridgway Code, wood chimneys are not allowed. Chimney caps shall be made of stone or precast concrete with a sandblast or exposed aggregate finish. No shiny metal tops will be approved. Flues shall be surrounded by customized metal enclosures. Metal used may be copper with full patina or pre-finished metal colored to blend with roof colors. Vents and flues in any location shall be colored to blend with the surrounding materials.

7. Windows. Windows must be designed and constructed in accordance with the Town of Ridgway Building Code. Window patterns and sizes should vary depending on their exposure. Windows shall be used in combinations to avoid large uninterrupted glass areas. No uninterrupted glass areas shall exceed 60 square feet. However, larger, south-facing panes for increasing solar gain may be approved if they are appropriate for the building design and it can be shown that they will not reflect the sun into the town of Ridgway so as to become a nuisance.

Windows shall be of wood construction, painted or clad units. Thermo break aluminum or vinyl clad windows will be considered on a case-by-case basis. Glass shall be not be mirrored. In consideration of the higher altitude, ultra-violet levels and climatic conditions, insulating glass and colors should be carefully chosen to provide long-term protection.

Sandstone, flagstone or heavy timber lintels and sills are encouraged for windows within mass walls. Special bay windows are also encouraged to maximize views and sun exposure as well as to provide an accent on large wall surfaces. Stained glass and creatively shaped window openings

will be encouraged to express originality and craftsman quality within the architecture. Window and fascia trim may be painted with brighter, southwest colors for accent and interest. Decorative tiles will be permitted around windows on adobe style homes. White windows are prohibited.

8. Doors and Entrances. Primary doors should use handcrafted materials to establish interest and character. Main entry doors must be stained, not painted. Metal doors may not be used for the primary entry or entries largely visible from the road. Flush metal doors will not be permitted for any exterior door. Secondary or semi-concealed doors may be raised panel metal. White doors are prohibited. Exit doors shall be provided with protection from ice and snow shedding.

9. Decks and Balconies. Decks and balconies will be approved on a case-by-case basis. Non-enclosed decks will be considered for their visual impact but will not count towards the calculated square footage of the home. Decks must be constructed with planks made from pre- or post-consumer waste or recycled materials. There are many available products that look like real wood and do not require varnishing or maintenance.

10. Lighting. All permanent or temporary light fixtures and illuminating devices shall comply with the requirements of the Ridgway Municipal Code. In general, site lighting shall be minimized, subdued and understated. High intensity lights are prohibited, and the direct source of any lights shall be shielded from direct view. Any exterior fixture shall have a frosted lens or bulb. Fixtures must be placed to direct light away from adjacent Lots and roadways. No exterior light shall be higher than fifteen (15) feet above the median elevation of the Lot, and lights must be emitted at least 5° below the horizontal plane. No exterior light shall be left on all night. Motion activated lights on a short timer cycle, temporary seasonal lighting displays, and specific, limited, feature enhancing lighting are appropriate exceptions.

11. Fences and Walls. Fencing along individual Lot boundary lines is prohibited, except where subdivision property line fencing already exists. All new fencing must be wildlife friendly. New fencing is limited to the perimeter of or within the building envelope and shall be used to enclose private spaces, patios, courtyards, service areas, or to provide a transition from manicured landscaping to the existing natural vegetation. Fences must not exceed 4 feet in height, except fences for short distances that are erected to contain domestic animals, conceal trash containers, etc., may be up to 6 feet high. Fences shall be constructed of wood, wrought iron, rusted corrugated steel, or other approved materials. Chain link, barbed wire and above ground electric fences are prohibited. All fences must be maintained in good repair.

A. Adobe Walls. Southwest style adobe walls are permitted subject to the same limitations on the use, size, and location of new fences. Adobe walls should be creatively designed and carved and should appear in style and color to be an extension of the home, while not conveying the impression that the home is a "fortress". Integrating other materials into these walls, such as logs, light fixtures, decorative tiles, and wrought iron bars in periodic "windows" is encouraged as a way to de-emphasize the wall mass and add interest to the architecture.

B. Invisible Fences. Electronic invisible fences for dog control will be permitted provided they are installed entirely underground and within the perimeter of the building envelope. Prior to approving such a fence, the DRB may request literature from the manufacturer confirming the fence's effectiveness.

C. Retaining Walls. Concrete retaining walls must be covered with stone, stucco, rusted metal, faux stone, or other approved materials.

12. Lot Identification Monuments. To provide stylistic continuity to the subdivision, RiverSage Ridgway LLC reserves the option to erect at the entrance to each Lot, an appropriate structure or monument that displays the street number of that Lot in accordance with the Ridgway Town Code. Monuments may vary in size and shape, but the attached numbers shall be identical in style for all RiverSage homes. Owners may light the monuments, preferably with solar, to help

identify the home after dark. Lighting should be subdued but adequate to read the address. Should RiverSage LLC elect not to erect said structures or monuments, the Owner shall include his own Lot identification design as part of his Landscape Plan.

13. Underground Cistern. One underground cistern shall be allowed per home, for potential subterranean irrigation and extra fire protection. The cistern may be filled with supplied residential water and/or rainwater and snowmelt runoff provided the installation and use of said system complies with applicable state water law.

14. Mechanical Equipment. All mechanical equipment shall be either incorporated into the overall form of the dwelling or be permanently enclosed in an approved manner. The use of plant material to screen the mechanical equipment is encouraged.

15. Propane Tanks. Propane tanks are prohibited, as natural gas will be provided.

16. Tipis. One decorative tipi per Lot will be permitted, provided: i) It is compatible with the home's design and architecture and is situated within the building envelope to blend in with the home or surrounding landscaping; (ii) It is kept in good repair at all times; (iii) It is not painted in such a way as to be offensive or a nuisance, and (iv) Its use complies with the requirements of the Ridgway Building Code.

17. Active Solar System. The use of active solar systems is encouraged, but no system with exterior components shall be installed without the specific approval of the DRB. In approving or denying such construction, the DRB will consider the impact of the installation on surrounding Lots, and no solar panels will be approved if they reflect directly into the Town of Ridgway or onto Highway 550 so as to create a possible hazard to motorists. Installed solar panels may not exceed the maximum building height (27'), and the system must comply with all relevant Town and governmental regulations.

18. Wind Turbine. To encourage energy conservation, and because Colorado is a "net-metering" state, each home will be allowed one residential electric wind turbine system, provided: (i) The system is designed by a licensed engineer and complies with all relevant governmental regulations; (ii) The turbine is attached to the roof of the house or a tower located within the building envelope and within 20 feet of a primary wall of the house; (iii) The midpoint of the blades does not exceed the maximum building height of 27 feet, and the overall diameter of the blades does not exceed 6 feet.

19. Geothermal Heating System. To encourage energy conservation, a geothermal heating/cooling system, (or ground source heat pumps (GSHP)) shall be allowed, provided it is designed and installed within the building envelope by a qualified contractor with a solid track record in working with geothermal systems.

20. Satellite Dishes. Satellite dishes greater than three 3 feet in diameter are prohibited, and all other dishes must be approved by the DRB.

21. Outside Disconnect Device. Per Town of Ridgway Code, all electrical services shall be equipped with an exterior, moisture resistant service disconnect device, adjacent to and following the meter, so situated as to be readily accessible and easily operable by fire protection personnel or for other emergency uses.

INTERIOR ELEMENTS

1. Sprinklers. The water pressure and flow available to RiverSage homes will most likely not be adequate to provide fire protection flows as required by the Town of Ridgway. Therefore, as

indicated in Plat Note 2 on the RiverSage Plat, all RiverSage homes shall be required to have a functioning fire suppression interior sprinkler system that complies with the requirements of the State Fire Code. An owner, may, however, receive a deviation from this requirement if he can provide an alternative fire suppression plan designed and stamped by a certified qualified engineer and approved by the Town.

2. Carbon Monoxide Detectors. Per Town of Ridgway Code, carbon monoxide detectors shall be installed in all new construction where gas appliances are installed. Detectors shall receive primary power from the building's wiring and be equipped with a battery backup. Location of detectors shall be in accordance with the manufacturer's installation instructions.

SECTION IX

LANDSCAPING AND IRRIGATION

A Landscape Plan must be submitted with the Building Application and the Owner is encouraged to design natural and manmade outdoor areas that will enhance the overall appearance of his Lot and RiverSage as a whole. The exact plant types, shrubbery locations, and hard surface dimensions are not required on the Plan, but it should indicate the location for any fence, patio, courtyard, garden, lawn, greenhouse, walkway, and wall including retaining walls, and the types of building materials to be used. The Plan should also show locations of existing mature trees and new tree plantings, and areas of natural vegetation such as sagebrush that will be undisturbed.

Primary landscaping and the irrigation system must be completed within 3 months of initial occupancy of the home, unless the home is first occupied during October through March, in which case completion of planting may be delayed until July 1st.

LANDSCAPING

To promote water conservation RiverSage will place a strong emphasis on **Xeriscaping** – landscaping with indigenous trees and shrubs that do not require long-term supplemental irrigation. The Landscape Plans should incorporate a xeriscape design that maintains the natural vegetation of the Lot to the maximum degree practical. In approving or disapproving the Landscape Plan, the DRB will consider the following:

1. Tree and Sagebrush Removal. In RiverSage, trees are relatively scarce, and sagebrush is essential to the health of wildlife. Whenever possible, existing trees and sagebrush must be preserved during the construction/landscaping processes. A tree may only be removed to provide for 1) the building of an approved structure or 2) necessary access for firefighting crews. Any tree to be removed must be tagged and its removal must get DRB approval. No tree may be removed until construction is ready to commence. When practical, uprooted trees should be replanted.

2. New Trees. The Landscape Plan must provide for the planting of a combination of a minimum of 6 new indigenous evergreen and deciduous trees. Three must be at least 6 feet tall and have a minimum caliper of 1½ inches, and three must stand at least 10 feet tall and have a minimum caliper of 3 inches. These trees should be located to facilitate summer shading, wind blocking and maximum solar exposure in winter. Evergreens may also be planted to provide screening from adjacent Lots and for visual impact screening pursuant to Paragraph 8 below.

NOTE: Because RiverSage is a low-impact, environmentally sensitive community, Plat

Note 11 on the RiverSage Plat exempts RiverSage homes from the Town of Ridgway Landscaping Requirements regarding the density of trees on a given Lot.

3. General Landscaping and Plant Materials. Consultation with a landscape architect or contractor that has experience in the Ridgway area is recommended.

The RiverSage topography does not lend itself to the creation of bordered "yards". On the contrary, landscape design should be developed so that new vegetation integrates with the existing natural landscape and the inherent form, color and texture of the local plant communities.

The plant materials selected should be those that will survive the conditions inherent to the local climate and altitude. The type of soil, moisture content and exposure to the sun are important considerations in the selection and location of plant materials. Serious consideration should be given to trees, shrubs, flowers, and grasses that require minimum amounts of water for survival. For a list of many of these plants, see APPENDIX A.

Ornamental plants may only be used in locations near the home or in courtyards or patios. Perennial wildflowers and ground covers are encouraged to provide seasonal colors and variety in the landscape. Perennials shall be selected pursuant to their microclimatic needs (i.e. shade, full sun, dry, etc.) and should be planted as edge transitions or in drip lines or snow shed areas where their use would be appropriate. Perennials indigenous to the area are recommended.

The maturation of a designed landscape in the mountains takes longer than in less severe climates as new plants have slow growth rates due to the short growing season. Consequently, land shaping is as important as plants in defining outdoor spaces. A berm will be permitted when the topography lends itself to this type of site development. Berms will require revegetation. When the retention of an existing slope is part of the overall landscape design, retaining walls should be designed to use natural rock or timbers of a minimum size of 6x6 inches.

4. Defensible Space/Fire Resistance. Defensible Space is an area around a structure where fuels and vegetation are arranged, treated, cleared or reduced to slow the spread of wildfire towards the structure. It also reduces the chance of a structure fire moving from the building to the surrounding forest or vegetation. Defensible space also provides room for firefighters to do their jobs. The following guidelines should be kept in mind when formulating the landscape plan:

- (a) Plant in small, irregular clusters instead of large masses.
- (b) Break up the continuity of the vegetation with decorative rock, gravel, and stone pathways.
- (c) Plant nothing within 5 feet of the home if it is sided with wood or other flammable materials. Plants nearest the home should be more widely spaced and smaller than those further away.
- (d) Diversity of species will result in fewer insects and diseases and will better resist fires.
- (e) Deciduous plants tend to be more fire resistant as their leaves have higher moisture content. Also, when trees drop leaves in fall and winter, there is less fuel to carry fire through their canopies.
- (f) Tree limbs and branches should be at least 10 feet from the roof.
- (g) Keep the roof and gutters clear of debris.
- (h) An outdoor water supply should be available, with a hose that can reach all parts of the house.
- (i) Clearance of trees and branches must be adequate for fire/emergency equipment.
- (j) Where applicable, these measures should be considered for the entire Lot.
- (k) Landscape maintenance is required (see paragraph 11 below)

An excellent discussion of all aspects of interior and exterior Defensible Space can be found online at: www.ext.colostate.edu/pubs/natres/06302

5. Lawns. A manicured lawn is discouraged but not prohibited, provided:

- (i) Its surface area does not exceed 500 square feet.
- (ii) It is installed within the building envelope but not within 6 feet of the house.

- (iii) It can be watered by small pop up sprinklers or an underground drip system.
- (iv) It is confined around its perimeter by a fence, rock or adobe wall, or timber borders.

6. Vegetable Garden. A small vegetable garden will be permitted provided it is appropriately fenced and located within the building envelope so as to be substantially screened from the view of adjacent Lots. It may not be within 6 feet of the house.

7. Greenhouse. A detached greenhouse or potting shed no larger than 150 square feet in size and in close proximity to the home or garage will be permitted subject to DRB approval.

8. Topsoil. Prior to excavation, topsoil shall be stripped and stored on the site. Topsoil shall be replaced, to a minimum depth of 4 inches, in all areas requiring revegetation.

9. Seeding. Seed mixes must provide a blend of grasses that ensures quick cover, erosion control and the potential of evolving into a local plant community indigenous to its surroundings.

10. Additional Natural Screening. Since improved Lots must meet the Visual Impact Requirements, the DRB shall pay particular attention to those lots that are sparsely treed and more openly visible, especially from Highway 550. Depending upon the size and siting of his planned home, the Owner of such a Lot may be required to provide additional natural screening by planting new indigenous trees. These trees must be located within the Lot boundary but may be planted outside of the Building Envelope if scattered in a freeform formation. A conceptual drawing may be required. The Owner will be responsible for any short-term irrigation required by these trees for ultimate survival. To protect these trees from foraging wildlife, a deer fence may be installed around each tree until the fence is deemed no longer necessary.

11. Revegetation and Erosion Control. The Landscape Plan must include a revegetation/erosion control plan explaining the measures to be used to revegetate and permanently stabilize disturbed areas. Driveway and utility cuts shall be revegetated within 30 days of the disturbance to avoid unsightly scars on the landscape. Utility trenches shall be fully compacted and contain topsoil in the top of the trench. Slope surfaces should be roughened to provide seed pockets for increased germination. Seed shall be applied to disturbed areas within 10 days after topsoil has been spread.

Newly seeded areas should be protected from wind and water erosion through the use of mulches that protect the soil from the impact of rain, slow runoff, and retain moisture. Acceptable mulches are wood chips, straw, hydro mulch and erosion control netting. Netting will be required on slopes with erosion potential.

12. Maintenance and Weed Control. Landscaping shall be maintained in a neat and attractive condition. Where applicable, maintenance requirements include watering, pruning, mowing and edging, removal of diseased or dead vegetation and plants gone to seed, and weed and brush control. All potentially flammable vegetation in continuous horizontal layers should be cleared and placed in fireproof receptacles until collected. No Owner shall allow vegetation to grow at the base of any structure on the Lot so as to cause a fire hazard or to provide a bedding area for wildlife. Weeds and grasses must be cut often enough so as to not permit land within the subdivision to become unsightly or a fire hazard due to overgrowth.

13. Lighting. See Section VIII, Paragraph 9.

IRRIGATION

14. System Requirements. All ground plantings within the building envelope must be irrigated with an automated, in ground sprinkler or drip system installed at the same time as the plantings. Sprinkler heads should be micro-jet spray or low-flow. Care should be given in the design of the

system to minimize overspray onto walkways, decks, patios, etc.

15. System Housing. All pumps or equipment pertaining to irrigations systems shall be housed in a properly screened "dog house" type structure.

16. Individual Septic Disposal System (ISDS). For sewage treatment, an ISDS with an aeration chamber that creates a clear effluent will be encouraged over a traditional septic system. This effluent may be used for "free" irrigation if the ISDS is connected to an underground drip-system irrigation grid.

17. Natural Vegetation. Natural existing vegetation areas that are part of the overall landscape design need not, and shall not be watered.

SECTION X

RIVERSAGE GREEN BUILDING CODE

Pursuant to its conservation goals, Declarant established, in the RiverSage Covenants, the RiverSage Green Building Code, which applied to new home construction and future additions and attempted to mitigate many potentially harmful effects associated with building by providing workable, sensible construction alternatives. However, on May 12, 2010, the Town of Ridgway adopted a new energy-efficient Building Code, rendering the RiverSage code unnecessary. Subsequently, the RiverSage Covenants were amended to delete Section 7.02 and eliminate the reference to the Green Building Code in Section 7.03.

SECTION XI

CONSTRUCTION RULES AND RESTRICTIONS

NOTE: All RiverSage lot Owners will be ultimately responsible for the conduct of their representatives, contractors and subcontractors, and any damage occurring on- and off-site. The Owner should ascertain, for his own protection, that all parties have adequate liability insurance. The DRB reserves the right to stop construction should it determine such action is necessary for the health, safety, and welfare of the subdivision and its residents.

1. Site Preparation Deposit. Prior to any site preparation or construction, the Contractor shall pay to the DRB a refundable deposit of \$500 in order to ensure compliance with the site preparation requirements of this Section.

2. Construction Staging Area. All construction activity shall be contained on the Lot for which a building permit has been issued. The Owner's Building Application shall depict the construction staging area, which will include but is not limited to: material and equipment storage area, job office location and access to and from the site during construction. All staging must take place within the designated area, unless the DRB approves in writing an alternate staging area. Porta-toilets shall be required on the Lot for as long as construction workers are present on the site.

A. Fire Extinguishers. At least 2 ten pound ABC rated dry chemical fire extinguishers shall be present in a conspicuous place -- at the front door areas and in the garage areas on the construction site -- at all times. The fire extinguishers must not be kept locked at any time and must be accessible for immediate use.

3. Commencement and Completion of Construction. Construction shall not begin until a building permit has been issued by the Town of Ridgway and the construction site has been properly prepared and equipped. Once begun, construction shall proceed in a timely manner in compliance with the Application approval. Upon satisfactory completion of construction and final inspection the DRB will issue a Certificate of Compliance, refund the contractor's Site Preparation Deposit, and refund any unused portion of the Owner's Security Deposit.

4. Employee Parking. When possible, vehicles of subcontractors and other working employees shall be parked within the subject Lot and not on a subdivision road.

5. Road Damage. The Owner agrees to reimburse RiverSage LLC or the RSHOA for damage to roads or other infrastructure caused by construction traffic specific to his project.

6. Tree and Property Protection. Construction practices must include extreme care during grading and excavation to avoid damage to existing trees, shrubs and their roots.

7. Slash Disposal. Minimizing disturbed areas reduces slash. Where grading and tree removal is necessary, slash disposal will be handled in the following manner: Trees that can be transplanted will be relocated in areas designated for landscaping. Trees that cannot be transplanted should be cut as firewood and stacked in an appropriate location or ground into chips and used as mulch in disturbed areas. Stumps shall be hauled off the site. No burning of any kind will be permitted.

8. Noise and Hours. Heavy equipment operation and other loud noise from construction shall be prohibited between 6:00 p.m. and 8:00 a.m. No exterior work by contractors or sub-contractors shall be permitted on Sundays. Loud radios or boom boxes are prohibited.

9. Blasting. Blasting is prohibited without the submittal of a Blasting Permit Application and DRB approval. The Owner shall take necessary precautions and shall notify adjacent property owners, pedestrians, etc. prior to blasting.

10. Construction Signs. No sign may be posted until construction has begun. The Owner, Architect, and General Contractor may post signs within the property boundary, visible from an adjacent roadway, that are in close proximity and do not exceed 2 feet by 3 feet. Subcontractors may post signs only while their specific work is being performed. All signs must be removed before the Owner's Security Deposit will be returned.

11. Trash Containment and Removal. Burning of trash on the construction site is strictly forbidden. During construction, the Owner or his contractor shall maintain a dumpster of at least 10 cubic yard capacity which shall be emptied on a regular basis to ensure sufficient room to store trash at the end of each working day. It shall be the Owner's responsibility to remove and properly dispose of excess trash and construction debris. Storage of trash and debris outside of the dumpster or another approved receptacle shall not be permitted under any circumstances.

12. Clean Up. The Owner or contractor shall maintain a clean construction site, see that adjacent lots are not impacted negatively with materials or debris, and maintain clean roadways where mud and dirt could be tracked from the site.

13. Prohibited Practices. The following practices are PROHIBITED in RiverSage and will result in the immediate imposition of automatic fines or appropriate legal action:

A. Changing oil on any vehicle or equipment other than at a location designated for that purpose by the Declarant or DRB.

B. Allowing concrete suppliers and contractors to clean their equipment other than at locations designated for that purpose by the Declarant or the DRB.

- C. Removing any rocks, plants, topsoil or similar items from any lot or other tract .
- D. Carrying or use of any firearm by construction workers, vendors, service persons, etc.
- E. Using spring or surface water for construction except where approved by the DRB.
- F. Using disposal methods or units other those approved by the DRB.
- G. Disposition of cigarettes and other flammable material.
- H. Igniting of any type of fireworks.
- I. Reckless driving
- J. Bringing pets of any kind onto the property. In the event of a violation, the RSHOA shall have the right to contact Ouray County authorities to impound the pets or refuse to permit such contractor or subcontractor to continue work on the RiverSage property or to take such other action permitted by law.

APPENDIX A

RECOMMENDED PLANTS FOR XERISCAPING IN RIVERSAGE

**A discussion of Xeriscaping and a more complete list of xeric plants can be found online at:
www.ext.colostate.edu/ptlk/1907.html**

Trees

Blue Colorado Spruce
Bristlecone Pine
Ponderosa Pine
Piñon Pine
Rocky Mountain Juniper

Shrubs

Adam's-needle yucca
Apache Plume
Barrel cactus
Chokecherry
Fourwing Saltbush
Gallardia (Indian Blanket)
Gooseberry/Currant
Mountain Sage
Potentilla
Rabbitbrush (Chamisa)
Red Berried Elder
Russian Sage (deer resistant)
Silver Mound

Wildflowers

Beebalm
Blue Flax
Chainpod
Crownbeard Daisy
Desert Globemallow
Hoary Vervain
Indian Blanketflower
Mexican Hat
Palmer's Penstemon
Prairie Coneflower
Purple Prairie Clover
Rocky Mountain Penstemon
Shell Leaf Penstemon
Tansy Aster
Utah Bluebells
Yarrow

Ground Cover

Dragon's Blood Sedum
Blue Spruce Sedum

Grasses

Arizona Fescue
Blue Grama 'Bad River'
Maiden Grass (miscanthus)
Side-oats Grams
Spike Muhly
Sand Dropseed
Mutton Grass
Bottlebrush Squirreltail
Galleta "Viva"
Indian Ricegrass Rimrock
Sandberg's Bluegrass VNS
Western Wheatgrass

APPENDIX B

EXAMPLES:

HOME SIZES VS. VISUAL IMPACT REQUIREMENTS

HOME #1:

Proposed Square Footage: 6,000

Above Ground 4,000

Walkout Basement 2,000

Height: 20'

Minimum square footage of first floor: 2,200

Maximum square footage of second floor (or split level): 1800

Adjusted total square footage for Visual Impact: 5,000 (basement reduced by 50%)

Visual Impact Primary Points: 11 (20' high x .3 pts/ft. = 6 pts; 5,000 sq.ft. = 5 pts; 5 + 6 = 11 pts)

Minimum 30% natural & additional screening: - 3 pts.

Visual Impact Adjusted Total Points: $11 - 3 = 8$ (the maximum allowed)

HOME #2:

Proposed Square Footage: 9,000

Above Ground: 6,000

Subterranean Basement: 3,000

Height: 25'

Minimum square footage of first floor: 3300

Maximum square footage of second floor (or split level): 2700

Adjusted total square footage for Visual Impact: 6000

Visual Impact Primary Points: 13.5

Minimum 55% natural & additional screening: - 5.5 pts.

Visual Impact Adjusted Total Points: $13.5 - 5.5 = 8$

HOME #3:

Proposed Square Footage: 7,000

Above Ground: 5,000

Walkout Basement: 2,000

Height: 24'

Minimum square footage of first floor: 2,750

Maximum square footage of second floor (or split level): 2,250

Adjusted total square footage for Visual Impact: 6,000

Visual Impact Primary Points: 13.2

Minimum 52% natural & additional screening: - 5.2 pts.

Visual Impact Adjusted Total Points: $13.2 - 5.2 = 8$

HOME #4:

Proposed Square Footage: 6,500

Above Ground: 5,500

Subterranean Basement: 1,000

Height: 22'

Minimum square footage of first floor: 3,025

Maximum square footage of second floor (or split level): 2,475

Adjusted square footage for Visual Impact: 5,500

Visual Impact Primary Points: 12.1

Minimum 41% natural & additional screening: - 4.1 pts.

Visual Impact Adjusted Total Points: $12.1 - 3 - 4.1 = 8$

HOME #5:

Proposed Square Footage: 5,000

Above Ground: 5,000

Height: 24'

Minimum square footage of first floor: 2,750

Maximum square footage of second floor: 2,250

Square footage for Visual Impact: 5,000

Visual Impact Primary Points: 12.2

Minimum 42% natural & additional screening: - 4.2 pts.

Visual Impact Adjusted Total Points: $12.2 - 4.2 = 8$

HOME #6:

Proposed Square Footage: 4,000

Above Ground: 3,000

Walkout basement: 1,000

Height: 15' (single story)

Adjusted square footage for Visual Impact: 3,500

Visual Impact Primary Points: 8

Minimum 0% natural & additional screening: - 0 pts.

Visual Impact Adjusted Total Points: $8 - 0 = 8$

APPENDIX C

DEPOSITS, FEES, FINES

- 1. Building Application Fee** – Payable to RSHOA upon submittal of Building Application (Non-refundable) -- \$200
- 2. Road Impact Fee** – Payable to RSHOA upon approval of Building Application, prior to obtaining a building permit from the Town of Ridgway (Non-refundable) -- \$1,000
- 3. Owner Construction Security Deposit** – Payable to DRB upon approval of Building Application (Refundable or partially refundable) -- \$5,000
- 4. Failure to cancel scheduled appointment with the DRB.** Within 48 hours of meeting. Payable to DRB -- \$100
- 5. Remodel Fee** – Payable to DRB -- \$200. Excluding decks.
- 6. Contractor Site Preparation Deposit** – Payable to DRB prior to any site preparation or construction (Refundable) -- \$500
- 7. Owner Noncompliance Fines** – Payable to RSHOA, amount TBD on a case-by-case basis.
- 8. Contractor Fines** – First offense: \$250. Second offense: \$500. Third offense: Contractor and Owner will meet with the DRB. Contractor may be banned from RiverSage.

217549
Page 1 of 3
Michelle Nauer, Clerk & Recorder
Ouray County, CO
12-07-2016 10:22 AM Recording Fee \$21.00
RP \$0.00

Exhibit 1: Proposed RiverSage PUD Filing No. Plat Amendment #1

AMENDMENT TO THE RIVERSAGE PUD FILING NO. 1 PLAT MAP

Whereas, a document entitled "RiverSage PUD Filing No 1" was executed by RiverSage Ridgway LLC as Declarant, and the Town of Ridgway and was recorded by the Ouray County Clerk and Recorder on the 26th day of June, 2009 at Reception Number 200985; and

Whereas, it is desired to amend a provision of said Plat Restrictions, as amended; and

Whereas, the Ridgway Planning Commission approved this amendment on September 27, 2016 and the Ridgway Town Council approved this amendment on October 12th, 2016; and

Whereas, plat note 8 on page 2 of the Plat Restrictions provides that the Restrictions may be amended by joint action of the Town of Ridgway and the RiverSage Home Owners Association and the Declarant RiverSage Ridgway LLC; and

Whereas, the "Association" refers to the RiverSage Home Owners' Association, Inc., a non-profit corporation of the property owners having an interest in the RiverSage PUD, Filing No. 1 and other properties in the area generally known as the Weaver Annexation and RiverSage Planned Unit Development (PUD); and

Whereas, the "Declarant" is RiverSage Ridgway, LLC

Now, therefore, Plat Note 8, is amended to read in its entirety, as follows:

No lot owner or other individual shall construct any permanent or temporary structure, building, or fence, or septic system, on any lot or conduct any excavation on any lot outside of the properly designated envelope, except for driveways and underground utilities located to minimize excavation disturbances in the natural vegetation. The lot owner shall revegetate any disturbed areas and obtain prior written approval of the RiverSage Homeowner's Association and the RiverSage Design Review Board. It is the intent of the Town of Ridgway, the developer of RiverSage P.U.D. and the future residents of the RiverSage PUD to create a residential development which preserves the natural habitat and existing natural vegetation to the maximum extent possible. The intent of all involved is to minimize the human foot print during construction and habitation of the lots in this subdivision. Therefore, a lot owner shall make every reasonable effort to design a house and site plan to accommodate all structures on the Lot and the area necessary for a leach field within the existing platted building envelope. In the unlikely event that a lot owner can establish that a septic system cannot be fit within the existing building envelope and/or an adjusted or relocated building envelope due to topography and/or soil conditions, a lot owner may apply for a variance under the Town of Ridgway Municipal Code from the restrictions prohibiting excavation outside of the building envelope for a septic system. Should a lot owner apply for a variance under this paragraph, in addition to bearing the burden of establishing all criteria set forth in the Ridgway Municipal Code Variance provisions, the lot owner shall also bear the burden of establishing the following: 1. the building envelope could not be moved or adjusted because it would result in greater visual impact to the community, and 2. No available technology accepted by the Town of Ridgway exists to allow for the construction of a smaller leach field.

217549 12-07-2016 Page 2 of 3

Exhibit 1: Proposed RiverSage PUD Filing No. Plat Amendment #1

Except as herein expressly modified, said RiverSage PUD Filing No. 1 Plat Restrictions remain in full force and effect according to the original terms thereof, as amended.

Dated this 17th day of October, 2016.

Town of Ridgway, Colorado

Attest:

By: [Signature]

Mayor

By: [Signature]

Town Clerk

STATE OF COLORADO)

COUNTY OF OURAY



The foregoing instrument was acknowledged before me this 17th day of October, 2016 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]

[Signature]
Notary Public

My commission expires: 11-7-2017

RiverSage PUD Home Owners Association, Inc.

By: [Signature]

Kelvin Kent, Resident

STATE OF COLORADO)

COUNTY OF OURAY)

ss

217549 12-07-2016 Page 3 of 3

Exhibit 1: Proposed RiverSage PUD Filing No. Plat Amendment #1

The foregoing instrument was acknowledged before me this 20th day of October, 2016 by Kelvin Kent, as President of RiverSage Home Owners' Association, Inc. Witness my hand and official seal.



[SEAL]

Notary Public

My commission expires: 11-7-2017

RiverSage Ridgway, LLC

By: [Signature]

Rick Weaver, Manager

STATE OF COLORADO)

SS

COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this 20th day of October, 2016 by Rick Weaver, as Manager of RiverSage Ridgway LLC. Witness my hand and official seal.



Notary Public

My commission expires: 1/13/21

RIVERSAGE PLAT NOTES

06.10.09

1. **ENGINEERING.** All structures within RiverSage Subdivision shall require an engineered foundation. Soils throughout the Ridgway area have been found to have the potential to swell, consolidate and cave. Additionally, soils in the region have been found to produce radon gas. Therefore, the improvements shall be designed to ventilate radon gas away from living spaces. All owners, contractors, and engineers are required to investigate soil and groundwater conditions on a particular lot prior to design and construction. On July 25, 2007, Geotechnical Engineering Group, Inc. of Montrose, Colorado issued a Geologic Report discussing soil characteristics in RiverSage P.U.D. which all owners, contractors and engineers are encouraged to obtain and review prior to building. By accepting a deed to real property located in this subdivision, the owners of land herein agree to hold the Town of Ridgway harmless from any claim related to soils conditions present in the subdivision.
2. **SPRINKLER SYSTEMS REQUIRED IN HOMES.** RiverSage P.U.D. is not served with domestic potable water by the Town of Ridgway. Tri-County Water Conservancy District provides all domestic water to the project and will not guaranty water flows required by Town of Ridgway standards to fight fires. All homes constructed in RiverSage P.U.D. shall be required to have a functioning indoor sprinkler system which complies with the requirements of the State Fire Code. An individual homeowner, may, however, seek and receive a deviation from this requirement if he can provide, at his sole expense, an alternative fire suppression plan which is designed and stamped by a certified qualified engineer and approved by the Town. All costs, including but not limited to external contracting expenditures, incurred by the Town in the review of alternate systems shall be paid by the lot owner.
3. **INDIVIDUAL SEWAGE DISPOSAL SYSTEMS.** Initially, and perhaps forever, all homes in RiverSage P.U.D. shall be served by Individual Sewage Disposal Systems (ISDS) and not the Town of Ridgway sewer system. Each individual homeowner is responsible for construction, installation and proper maintenance of the ISDS system for their home. Should a Town of Ridgway Sanitary Sewer line ever be installed within 400 feet of a Lot within the RiverSage P.U.D., or such other distance determined by the Town, the lot owner shall be required to connect to said sewer line at the sole expense of the lot owner, including applicable connection, tap and similar fees.
4. **OPEN SPACE.** Open Space Tracts 1-6 are hereby dedicated sold conveyed, granted and quitclaimed to the RiverSage Homeowners Association, Inc. Open Space Tracts 1-6 shall be owned by the RiverSage Homeowners Association, Inc. and shall not be further subdivided and or used for any purpose other than private, passive recreation by the Owners within RiverSage P.U.D. and their guests and invitees. All trails in the Open Space Tracts shall be open to the public, subject to reasonable restrictions established by the RiverSage Subdivision Homeowner's Association (RSHOA) for the protection of public health and safety, wildlife management, fire protection and privacy. The trails in the Open

Space Tracts shall not be open to bicycles unless permitted by the RSHOA. Maintenance of Open Space tracts shall be the sole obligation of the RSHOA. The RSHOA shall maintain the Open Space in, at minimum, native grasses and vegetation, free of noxious and invasive weeds, and shall maintain drainage ditches, fencing and culverts in good operating condition. The owners of Lots within this P.U.D shall also be jointly and severally liable for said maintenance. In the event that said maintenance is not properly performed, the Town of Ridgway may cause the work to be done, assess the cost to the said owners, may certify such charges as delinquent charges to the County Treasurer to be collected similarly to taxes, may record a lien on said lots which may be foreclosed in any lawful manner, or may pursue any other remedy available in order to collect such charges. These obligations shall run with the land and be binding upon all successors in interest to the said lot(s). Open Space Tracts 1-6 shall be subject to a blanket easement for drainage, this easement shall benefit the RSHOA, the Town of Ridgway and individual lot owners within RiverSage P.U.D.

5. DECLARATIONS OF COVENANTS, CONDITIONS, & RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR RIVERSAGE PLANNED UNIT DEVELOPMENT. The property platted hereby, except for the streets or other tracts dedicated to the Town of Ridgway, is subject to the Declaration of Conditions, Covenants and Restrictions, Reservations and Easements for RiverSage P.U.D. Recorded at Reception No. _____ in the office of the Ouray County Clerk and Recorder. By accepting a deed to any Lot in RiverSage P.U.D. an Owner agrees to be subject to said document as recorded and as may be properly amended in the future, and agrees to abide by the rules governing design and construction of improvements and the RiverSage Subdivision Design Review Process, and agrees to abide by the findings and decisions of that process without further legal recourse.

6. OUTDOOR LIGHTING. All outdoor lighting shall comply with Town regulations.

7. BUILDING ENVELOPE LOCATION. This Plat Designates a Building Envelope on each lot which is approximately one half acre (21,780 square feet) in size, or smaller. Building Envelopes have been located by the Declarant in locations designed to minimize the visual and environmental impact of the homes in the subdivision. Building Envelopes may be relocated only if a Lot Owner follows the following Process:

A. A Lot Owner must apply for and receive written approval from the RSHOA DRB to relocate the building envelope. The RSHOA DRB shall only approve the relocation of the Building Envelope if it finds that the new location will mitigate the visual impact of the structures on the Lot in a manner equal to or better than the original building envelope. In making this determination, the RSHOA DRB may take into account the lot contours,

proposed home design, proposed landscaping, solar access and the location of the neighboring building envelopes.

B. The Lot Owner must apply for and receive approval from the Ridgway Planning Commission. The Lot Owner must submit all application materials requested by Town Staff and pay a fee equal to the fee charged by the Town for an application for other land use reviews. The application and review procedure by the Town Planning Commission shall be as set forth in RMC section 7-3-18 as the same may be amended in the future. The Planning Commission shall only approve the relocation of the Building Envelope if it finds, after a public hearing, that the new location will mitigate the visual impact of the structures on the Lot in a manner equal to or better than the original building envelope. In making this determination, the Planning Commission may take into account the lot contours, proposed home design, proposed landscaping, solar access and the location of the neighboring building envelopes.

C. Upon approval of the Town Planning Commission, the Lot Owner shall, at his sole expense, record a "Building Envelope Relocation Plat" prepared by a licensed surveyor, which has the signatures of both the RSHOA DRB and the Town Planning Commission.

SEE ATTACHED REVISION

8. NO CONSTRUCTION OR EXCAVATION ON LOTS OUTSIDE OF BUILDING

ENVELOPE. No Lot Owner or other individual shall construct any permanent or temporary structure, building, or fence or septic system on any Lot or conduct any excavation on any Lot outside of the properly designated Building Envelope, except for driveways and underground utilities immediately adjacent to driveways approved in writing by the RSHOA DRB. In order to minimize excavation disturbances in the natural vegetation, all utilities to the building envelope shall be installed under or within ten feet of the driveway. It is the intent of the Town of Ridgway, the developer of RiverSage P.U.D. and the future residents of the RiverSage PUD to create a residential development which preserves the natural habitat and existing natural vegetation to the maximum extent possible. The intent of all involved is to minimize the human footprint during construction and habitation of the lots in this subdivision. Therefore, a lot owner shall make every reasonable effort to design a house and site plan to accommodate all structures on the Lot and the area necessary for a leach field within the existing platted building envelope. In the unlikely event that a lot owner can establish that a septic system cannot be fit within the existing building envelope and/or an adjusted or relocated building envelope due to topography and/or soil conditions, a lot owner may apply for a variance under the Town of Ridgway Municipal Code from the restrictions prohibiting excavation outside of the building envelope for a septic system. Should a lot owner apply for a variance under this paragraph, in addition to bearing the burden of establishing all criteria set forth in the Ridgway Municipal Code Variance provisions, the lot owner shall also bear the burden of establishing the following: 1. The building envelope could not be moved or adjusted because it would result in greater visual impact to the community, and 2. No available

technology accepted by the Town of Ridgway ~~exists to allow for the construction of a smaller leach field.~~

9. ALL SUBDIVISION ROADS AND DRAINAGE STRUCTURES MAINTAINED AT

HOME OWNERS' EXPENSE. The roads, the bridge over the Uncompahgre River, and appurtenant drainage easements, although dedicated to the Town of Ridgway, shall be maintained by the RiverSage Home Owner's Association at the sole expense of the RSHOA. Maintenance shall include but not necessarily be limited to, snow removal, surface and subsurface replacement and repair necessitated by normal use and/or acts of God such as flooding, mitigation of noxious weeds and repair and upkeep of adjoining walkways (excluding the concrete bike path which is part of the Uncompahgre Riverway recreational trail system) shoulders and drainage structures. In the event the roads, the bridge, and/or the drainage structures are not properly maintained by the RSHOA, the Town may, deliver notice to the RSHOA declaring that it will repair and/or maintain the roads, the bridge and/or drainage improvements and/or control noxious weeds at the expense of the RSHOA and the Lot Owners if they do not perform the needed maintenance within thirty days of the Notice. In the event of an emergency or public health and safety concern, the Town may, but shall not be required to, enter upon the subject land without notice and perform maintenance deemed necessary by the Town in its sole discretion. The Lot Owners and the RSHOA shall be jointly and severally liable for all costs incurred by the Town maintaining said roads, bridge and drainage improvements. The Town may levy and collect all charges due and owing for said maintenance against the RSHOA and individual lot owners in the same manner state law allows for the collection of real property taxes.

10. NO FURTHER SUBDIVISION. There shall be no further subdivision of any Lot (except for the Outlot designated hereon), Park, or Open Space tract on this Plat.

11. RIVERSAGE P.U.D. EXEMPT FROM LANDSCAPING REQUIREMENTS IN

RIDGWAY MUNICIPAL CODE. Due to the unique nature of the RiverSage P.U.D. as a low impact, sustainable, environmentally sensitive community, Lot Owners shall not be required to comply with the ground cover, shrub planting and tree planting requirements set forth in Sections 6-1-11 and 6-6-3 of the Ridgway Municipal Code.

12. MAXIMUM SQUARE FOOTAGE OF HABITABLE STRUCTURES. The maximum habitable space above ground of any RiverSage single family home shall be 6,000 square feet. The following restrictions and calculation methods shall apply in calculating the square footage of the homes:

A. Square footage will be measured pursuant to applicable Town of Ridgway code. Structures such as uncovered decks and patios, excluding any patio courtyards which are enclosed within three or more sides of a house, which are not included in the overall square footage calculation for habitable space (not to include Accessory Dwelling Structures, which are governed by existing Town regulations) will be limited to 1000 square feet as an aggregate of all uncounted structures.

B. If more than one story is visible above the natural grade (including a "split-level"), the lower story must encompass, at a minimum, 55% or the total aboveground square footage.

C. The square footage of a "walk-out" basement (which shall be defined as a basement with only one wall that has more than 50% of its total surface area exposed or visible above ground after final grading of the home site) shall be calculated at 50% of its actual square footage in determining habitable square footage under the applicable codes and the limitations set forth in this plat note.

13. **MAXIMUM NUMBER OF UNITS.** The maximum number of dwelling units, exclusive of Accessory Dwelling Units, allowed in this Phase 1 of RiverSage P.U.D. is 8.

14. **SLOPE EASEMENTS.** All Slope Easements shall be for the benefit of the Town of Ridgway and the RSHOA in order to maintain the support of and the structural soundness of the Town Streets and other public improvements owned by the Town of Ridgway and various public utilities. Lot Owners' activities within the slope easements shall be limited as follows: Lot owners are encouraged to landscape and keep attractive all slope easement areas but should be advised that the Town of Ridgway and the RSHOA have rights to enter onto and maintain the slopes to protect and preserve the integrity of the adjacent public improvements. No excavation, fill and/or cutting within the Slope easements shall be allowed by the land owner without engineered stamped plans which assure proper stabilization of slope to protect the Town's public improvements and utilities.

15. **DRIVEWAY LOCATION.** No driveway in the RiverSage P.U.D. shall be permitted to access a public road within 50 feet of any intersection of two roads.

**THE FOLLOWING PLAT NOTES WILL NOT BE ENFORCED BY THE TOWN OF
RIDGWAY AND THE TOWN HAS NO LIABILITY TO ENFORCE THEM.
HOWEVER, THEY CANNOT BE MODIFIED WITHOUT A PLAT AMENDMENT
APPROVED BY THE TOWN OF RIDGWAY:**

16. ALL HOMES AND STRUCTURES MUST MEET VISUAL IMPACT REQUIREMENTS. RiverSage Home Owners Association DRB shall not approve a structure design unless said structure meets the following Visual Impact Requirements:

i. Home Size and Screening. All RiverSage homes shall be subject to the following point system. The maximum number of points allowed per home shall be eight (8)

a. Primary Criteria. Points for the following criteria are to be added together:

Square footage of home: .1 point for every 100 square feet

Height of home: .3 point for every foot of the maximum structure height as measured and defined by the Ridgway Municipal Code.

b. Secondary Criteria. Points for the following criteria are to be subtracted from the primary criteria.

Natural screening: .1 point for every 1% of natural screening

Additional vegetative screening that

blends with the natural surroundings: .2 point for every 1% of additional screening

(Screening percentages to be determined by the Design Review Board; a conceptual drawing of all additional screening may be required)

ii. Skylines. No part of any RiverSage home shall break the skyline as seen from any viewing point along the centerlines of U.S. Highway 550 and County Roads 5,10, and 24A. No part of any home as seen along the centerline of Colorado Highway 62 shall break the skyline with the exception of a home on Lot 18 subject to the following restrictions, and no part of any home as seen from the centerline of County Road 24 shall break the skyline with the exception of homes on future Lots 16 and 18 which shall be subject to the following restrictions:

a. The protruding section of the home, at any point, shall not rise higher than twenty feet (20') from the adjacent natural grade abutting any exterior wall or supporting structure.

b. If requested by the DRB, additional indigenous trees shall be planted on the Lot, but not necessarily within the building envelope, in an approved configuration and of approved sizes that shall have the present or future effect of "raising" the skyline along the stretch being "broken". In such a case, the Owner shall be responsible for irrigating these trees in accordance with the Irrigation Regulations set forth herein in the Design Guidelines.

iii. Ridgelines. In addition to any requirements imposed by this section, all homes located along a ridgeline shall be set back a minimum of twenty (20) feet from the ridgeline.

iv. Revegetation. All driveway cuts and fills shall be revegetated and/or reforested in accordance with the Landscape Regulations set forth in the RiverSage Design

Guidelines.

v. **Reflective Materials:** All roofing, siding and windows used shall not be constructed of highly reflective materials. These materials shall include, but not be limited to: stainless steel, polished metal, bright metal, galvanized metal and glass coated with reflective material. Passive solar design features shall minimize reflective impact on neighbors and the Ridgway town core. The use of solar panels is addressed in RiverSage Design Guidelines.

vi. **Screening.** All utility or service yards, antennas, satellite dishes, and heating or refrigeration devices shall be placed on an inconspicuous place on the building or within the building envelope screened from street view by landscape.

17. **ALL HABITABLE STRUCTURES MUST MEET GREEN BUILDING CODE REQUIREMENTS.** The RSHOA shall not approve the design of any house unless it meets the requirements of the RiverSage P.U.D. Green Building Code.

18. **EXTERIOR COLORS.** The exterior walls and roofs of all structures shall consist of earth tones, excepting appropriate trim elements such as windowsills, decorative tiles, etc.

19. **RIVERSAGE P.U.D. LANDSCAPE REQUIREMENTS.** Lot Owners are required to comply with the landscaping requirements set forth in the RiverSage Design Guidelines and Standards, including but not limited to the following:

A. **Tree and Sagebrush Removal.** Whenever possible, existing trees and sagebrush must be preserved during the construction and landscaping processes. No tree may be removed except to provide for the building of a structure approved by the DRB or to provide necessary access for firefighting crews. Where mature trees exist, the landscape should be designed around the trees, and a tree may not be removed to clear an area for a yard or to enhance a view – the topography of RiverSage renders this unnecessary. Any tree to be removed must be tagged (not spray painted) and the DRB must approve its removal before it may be removed. No tree will be approved for removal from a Lot until construction is ready to commence on the Lot.

B. **New Trees.** The Landscape Plan must provide for the planting of, in some combination, a minimum of six (6) new indigenous evergreen and deciduous trees. Three trees must be at least 6 feet tall and have a minimum caliper of 1½ inches, and three trees must stand at least ten (10) feet tall. These trees should be located to facilitate summer shading, wind blocking and maximum solar exposure in winter. Evergreens may also be planted to provide screening from adjacent Lots, and for visual impact screening.

C. **Lawns.** A manicured lawn is discouraged but not prohibited, provided:

i. Its surface area does not exceed 500 square feet.

ii. It is installed within the building envelope but not within 6 feet of the house.

- iii. It can be watered by one or two rows of small popup sprinklers or an underground drip system.
- iv. It is controlled and confined around its outer perimeter by a fence, rock or adobe wall, or timber borders.

ADDITIONS TO DEDICATION LANGUAGE:

The following language needs to be modified and inserted below the certificate of dedication notary blocks before the plat notes:

CONSENT TO TRAIL RELOCATION BY THE OURAY COUNTY BOARD OF COUNTY COMMISSIONERS:

Pursuant to the Easement document recorded at Reception No. 163066 and the Survey of Easement Recorded at Reception No. 172870, the Board of County Commissioners of Ouray County have an interest in the Recreation Path Easement created and located in those documents. The Board of County Commissioners hereby consents to the relocation of that easement as provided by this Plat.

The Board of County Commissioners of Ouray County:

By: _____
Heidi Albritton, Chairperson

The following certificate needs to be added:

Certificate of Improvements Completion:

The undersigned, Town Manager of the Town of Ridgway, do certify that all improvements and utilities required by the current Subdivision Regulations of the Town of Ridgway have been installed in this Subdivision in accordance with the specifications of the Town except for the following which have been secured pursuant to Town subdivision regulations: _____

_____.

Date: _____

Town Manager

The Engineering certificate needs to be revised to read as follows

Engineer's Certificate

I, _____, a Registered Engineer in the State of Colorado, do certify that the streets and the storm drainage system for this subdivision are properly designed, meet the Town of Ridgway specifications, that the water distribution system is properly designed and meets Tri County Water Conservancy District specification and that all systems including the fire protection system are adequate to serve the Subdivision shown hereon.

Date: _____

Engineer

Registration Number

The Surveyor's Certificate needs to be revised to read as follows:

Surveyor's Certificate:

I, _____, hereby certify that this plat was prepared under my direct supervision and that said survey is accurate to the best of my knowledge, conforms to all requirements of the Colorado Revised Statutes, and all applicable Town of Ridgway regulations, and that all required monuments have been set as shown.

License No. _____

RIVERSAGE P.U.D.

SITUATED IN THE N1/2 SECTION 9, TOWNSHIP 45 NORTH, RANGE 8 WEST,
NEW MEXICO PRINCIPAL MERIDIAN, TOWN OF RIDGWAY
COUNTY OF OURAY, STATE OF COLORADO
AMENDED PRELIMINARY PLAT

CERTIFICATE OF DEDICATION AND OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS that the undersigned, being the owner of certain lands in the Town of Ridgway, Colorado, to wit:

Outlot as platted on RiverSage P.U.D. Filing No. 1 under Reception No. 200985 County of Ouray, State of Colorado.

Have by these presents laid out, platted and subdivided the same into lots, as shown on this plat, under the name of RiverSage SUBDIVISION, and do hereby dedicate, grant and convey to the Town of Ridgway, State of Colorado, for the use of the public CHESTER COURT as hereon shown. Also the following easements are dedicated, granted and conveyed to the Town of Ridgway, Colorado as shown:UTILITY EASEMENTS, DRAINAGE EASEMENTS AND WATERLINE EASEMENTS.

Executed this _____ day of _____, A.D. 20_____.

Geraldine Mae Weaver, Trustee of the Weaver Family Trust

by _____
Geraldine Mae Weaver, Trustee

STATE OF COLORADO)
) ss.
COUNTY OF OURAY)

The foregoing Certificate of Ownership and Dedication was acknowledged before me this _____ day of _____, A.D. 20____, by Geraldine Mae Weaver, Trustee of the Weaver Family Trust.

Witness my hand and official seal.
My Commission expires _____
Notary Public

LIEN HOLDER'S CERTIFICATE:

Alpine Bank, A Colorado Banking Corporation, as the holder of a lien pursuant to the Construction Deed of Trust recorded in the Ouray County Records at Reception # 196637, hereby joins in this P.U.D., any applicable subdivision improvements agreements, and the dedication of easements, parks, property and streets as shown hereon.

Alpine Bank, A Colorado Banking Corporation

By: _____
_____, Vice President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

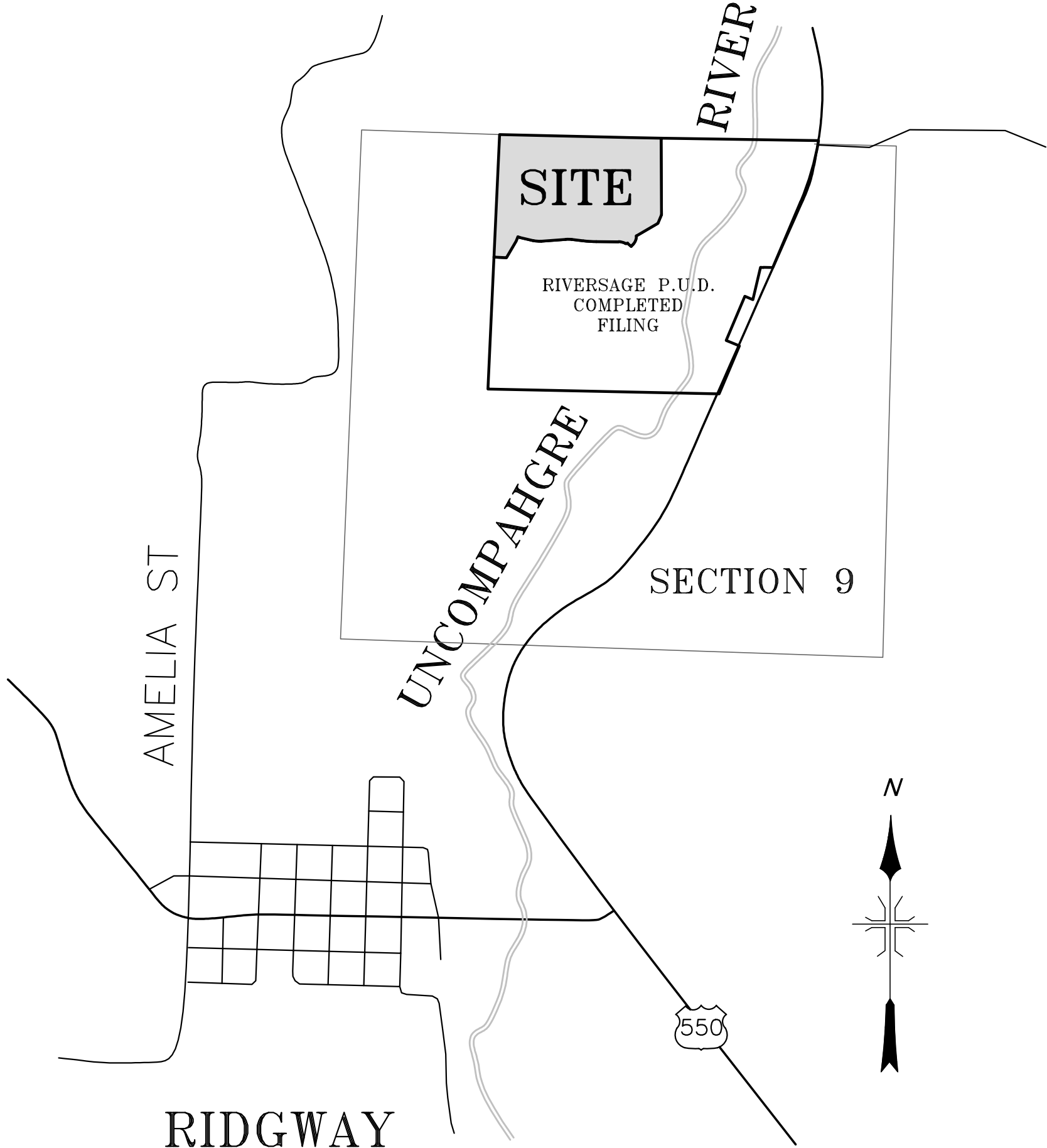
The foregoing document was acknowledged before me this _____ day of _____, 2008 by _____ of Alpine Bank, A Colorado Banking Corporation.

Witness my hand and official seal.

My commission expires: _____
Notary Public

BASIS OF BEARINGS:

The bearing between the found marked stone at the Northwest corner of Section 9, Township 45 North, Range 8 West, New Mexico Principal Meridian and the found marked stone at the N1/4 corner of said Section 9 bears S88°01'49"E. (ASSUMED)



VICINITY MAP
NOT TO SCALE

ATTORNEY'S CERTIFICATE

I, _____, an attorney at law duly licensed to practice before the courts of record of Colorado, do hereby certify that I have examined the title of all land herein platted and that title to such land is in the dedicator(s) and owners, and that the property dedicated hereon has been dedicated free and clear of all liens and encumbrances, except as follows:
(state record name of lienholder, nature of lien and recording data)

Dated this _____ day of _____, A.D., 20____.
_____, Attorney at Law

APPROVAL OF PLANNING COMMISSION

Approved by the Ridgway Town Planning Commission this _____ day of _____, A.D. 20____, by _____, Chairperson.

APPROVAL OF TOWN COUNCIL

Approved by the Town Council this _____ day of _____AD, 20____,
_____, Mayor.

APPROVAL OF TOWN ATTORNEY

Approved for recording this _____ day of _____AD, 20____, by
John Kappa, Town Attorney

_____, Attorney

ENGINEERS CERTIFICATE

I, _____, a Registered Engineer in the State of Colorado, do certify that the streets, curb gutter & sidewalk, sanitary sewer system, the water distribution system, fire protection system and the storm drainage system for this subdivision are properly designed, meet the Town of Ridgway specifications, are adequate to serve the Subdivision shown hereon.

Date: _____
David W. Schieldt
P.E. 40892

SURVEYORS CERTIFICATE

I, Nicholas Barrett, do hereby certify that I am a Registered Land Surveyor of the State of Colorado and that this plat accurately represents a survey made by me or under my supervision and conforms to all applicable Ouray County and State regulations and I further certify that the monuments shown actually exists and their positions are as shown.

Nicholas Barrett Date
P.L.S. 38037

RECORDER'S CERTIFICATE

This plat was filed for record in the office of the Clerk and Recorder of Ouray County at _____ m.
on the _____ day of _____AD, 20____,
under Reception No. _____.

by _____
County Clerk & Recorder

Deputy

PRELIMINARY

DMC DEL-MONT CONSULTANTS, INC.
ENGINEERING & SURVEYING
125 Colorado Ave. • Montrose, CO 81401 • (970) 245-2251 • (970) 245-2342 FAX
www.del-mont.com • service@del-mont.com

FIELD BOOK: 771
DRAWN BY: MGW
DATE: 2019-02-22
SHEET: 1 of 4
FILE: 18167V_PLAT-PRE
JOB NO.: 18167

TITLE: **PRELIMINARY PLAT**
RIVERSAGE P.U.D.
CLIENT: **RICK WEAVER**
ADDRESS & PHONE:
TYPE: **PRELIMINARY PLAT**

NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

RIVERSAGE P.U.D.

SITUATED IN THE N1/2 SECTION 9, TOWNSHIP 45 NORTH, RANGE 8 WEST,
NEW MEXICO PRINCIPAL MERIDIAN, TOWN OF RIDGWAY
COUNTY OF OURAY, STATE OF COLORADO
AMENDED PRELIMINARY PLAT

1. **ENGINEERING.** All structures within RiverSage Subdivision shall require an engineered foundation. Soils throughout the Ridgway area have been found to have the potential to swell, consolidate and cave. Additionally, soils in the region have been found to produce radon gas. Therefore, the improvements shall be designed to ventilate radon gas away from living spaces. All owners, contractors, and engineers are required to investigate soil and groundwater conditions on a particular lot prior to design and construction. On July 25, 2007, Geotechnical Engineering Group, Inc. of Montrose, Colorado issued a Geologic Report discussing soil characteristics in RiverSage P.U.D. which all owners, contractors and engineers are encouraged to obtain and review prior to building. By accepting a deed to real property located in this subdivision, the owners of land herein agree to hold the Town of Ridgway harmless from any claim related to soils conditions present in the subdivision.
2. **SPRINKLER SYSTEMS REQUIRED IN HOMES.** RiverSage P.U.D. is not served with domestic potable water by the Town of Ridgway. Tri-County Water Conservancy District provides all domestic water to the project and will not guaranty water flows required by Town of Ridgway standards to fight fires. All homes constructed in RiverSage P.U.D. shall be required to have a functioning indoor sprinkler system which complies with the requirements of the State Fire Code. An individual homeowner, may, however, seek and receive a deviation from this requirement if he can provide, at his sole expense, an alternative fire suppression plan which is designed and stamped by a certified qualified engineer and approved by the Town. All costs, including but not limited to external contracting expenditures, incurred by the Town in the review of alternate systems shall be paid by the lot owner.
3. **INDIVIDUAL SEWAGE DISPOSAL SYSTEMS.** Initially, and perhaps forever, all homes in RiverSage P.U.D. shall be served by Individual Sewage Disposal Systems (ISDS) and not the Town of Ridgway sewer system. Each individual homeowner is responsible for construction, installation and proper maintenance of the ISDS system for their home. Should a Town of Ridgway Sanitary Sewer line ever be installed within 400 feet of a Lot within the RiverSage P.U.D., or such other distance determined by the Town, the lot owner shall be required to connect to said sewer line at the sole expense of the lot owner, including applicable connection, tap and similar fees.
4. **OPEN SPACE.** Open Space Tracts 7–9 are hereby dedicated sold conveyed, granted and quitclaimed to the RiverSage Homeowners Association, Inc. Open Space Tracts 7–9 shall be owned by the RiverSage Homeowners Association, Inc. and shall not be further subdivided and or used for any purpose other than private, passive recreation by the Owners within RiverSage P.U.D. and their guests and invitees. All trails in the Open Space Tracts shall be open to the public, subject to reasonable restrictions established by the RiverSage Subdivision Homeowner's Association (RSHOA) for the protection of public health and safety, wildlife management, fire protection and privacy. The trails in the Open Space Tracts shall not be open to bicycles unless permitted by the RSHOA. Maintenance of Open Space tracts shall be the sole obligation of the RSHOA. The RSHOA shall maintain the Open Space in, at minimum, native grasses and vegetation, free of noxious and invasive weeds, and shall maintain drainage ditches, fencing and culverts in good operating condition. The owners of Lots within this P.U.D shall also be jointly and severally liable for said maintenance. In the event that said maintenance is not properly performed, the Town of Ridgway may cause the work to be done, assess the cost to the said owners, may certify such charges as delinquent charges to the County Treasurer to be collected similarly to taxes, may record a lien on said lots which may be foreclosed in any lawful manner, or may pursue any other remedy available in order to collect such charges. These obligations shall run with the land and be binding upon all successors in interest to the said lot(s). Open Space Tracts 7–9 shall be subject to a blanket easement for drainage, this easement shall benefit the RSHOA, the Town of Ridgway and individual lot owners within RiverSage P.U.D.
5. **DECLARATIONS OF COVENANTS, CONDITIONS, & RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR RIVERSAGE PLANNED UNIT DEVELOPMENT.** The property platted hereby, except for the streets or other tracts dedicated to the Town of Ridgway, is subject to the Declaration of Conditions, Covenants and Restrictions, Reservations and Easements for RiverSage P.U.D. Recorded at Reception No. _____ in the office of the Ouray County Clerk and Recorder. By accepting a deed to any Lot in RiverSage P.U.D. an Owner agrees to be subject to said document as recorded and as may be properly amended in the future, and agrees to abide by the rules governing design and construction of improvements and the RiverSage Subdivision Design Review Process, and agrees to abide by the findings and decisions of that process without further legal recourse.
6. **OUTDOOR LIGHTING.** All outdoor lighting shall comply with Town regulations.
7. **BUILDING ENVELOPE LOCATION.** This Plat Designates a Building Envelope on each lot which is approximately one half acre (21,780 square feet) in size, or smaller. Building Envelopes have been located by the Declarant in locations designed to minimize the visual and environmental impact of the homes in the subdivision. Building Envelopes may be relocated only if a Lot Owner follows the following Process:
- A. A Lot Owner must apply for and receive written approval from the RSHOA DRB to relocate the building envelope. The RSHOA DRB shall only approve the relocation of the Building Envelope if it finds that the new location will mitigate the visual impact of the structures on the Lot in a manner equal to or better than the original building envelope. In making this determination, the RSHOA DRB may take into account the lot contours, proposed home design, proposed landscaping, solar access and the location of the neighboring building envelopes.
- B. The Lot Owner must apply for and receive approval from the Ridgway Planning Commission. The Lot Owner must submit all application materials requested by Town Staff and pay a fee equal to the fee charged by the Town for an application for other land use reviews. The application and review procedure by the Town Planning Commission shall be as set forth in RMC section 7–3–18 as the same may be amended in the future. The Planning Commission shall only approve the relocation of the Building Envelope if it finds, after a public hearing, that the new location will mitigate the visual impact of the structures on the Lot in a manner equal to or better than the original building envelope. In making this determination, the Planning Commission may take into account the lot contours, proposed home design, proposed landscaping, solar access and the location of the neighboring building envelopes.
- C. Upon approval of the Town Planning Commission, the Lot Owner shall, at his sole expense, record a "Building Envelope Relocation Plat" prepared by a licensed surveyor, which has the signatures of both the RSHOA DRB and the Town Planning Commission.

8. **NO CONSTRUCTION OR EXCAVATION ON LOTS OUTSIDE OF BUILDING ENVELOPE.** No Lot Owner or other individual shall construct any permanent or temporary structure, building, or fence, or septic system or conduct any excavation on any lot outside of the properly designated envelope, except for driveways and underground utilities located to minimize excavation disturbances in the natural vegetation. The lot owner shall revegetate any disturbed areas and obtain prior written approval of the RiverSage Homeowner's Association and the RiverSage Design Review Board. It is the intent of the Town of Ridgway, the developer of RiverSage P.U.D. and the future residents of the RiverSage PUD to create a residential development which preserves the natural habitat and existing natural vegetation to the maximum extent possible. The intent of all involved is to minimize the human foot print during construction and habitation of the lots in this subdivision. Therefore a lot owner shall make every reasonable effort to design a house and site plan to accommodate all structures on the lot and the area necessary for a leach field within the existing platted building envelope. In the unlikely event that a low owner can establish that a septic system cannot be fit within the existing building envelope and/or an adjusted or relocated building envelope due to topography and/or soil conditions, a lot owner may apply for a variance under the Town of Ridgway Municipal Code from the restrictions prohibiting excavation outside of the building envelope for a septic system. Should a lot owner apply for a variance under this paragraph, in addition to bearing the burden of establishing all criteria set forth in the Ridgway Municipal Code Variance provisions, the lot owner shall also bear the burden of establishing the following: 1. the building envelope could not be moved or adjusted because it would result in greater visual impact to the community, and 2. No available technology accepted by the Town of Ridgway exists to allow for the construction of a smaller leach field.
9. **ALL SUBDIVISION ROADS AND DRAINAGE STRUCTURES MAINTAINED AT HOME OWNERS' EXPENSE.** The roads, the bridge over the Uncompahgre River, and appurtenant drainage easements, although dedicated to the Town of Ridgway, shall be maintained by the RiverSage Home Owner's Association at the sole expense of the RSHOA. Maintenance shall include but not necessarily be limited to, snow removal, surface and subsurface replacement and repair necessitated by normal use and/or acts of God such as flooding, mitigation of noxious weeds and repair and upkeep of adjoining walkways (excluding the concrete bike path which is part of the Uncompahgre Riverway recreational trail system) shoulders and drainage structures. In the event the roads, the bridge, and/or the drainage structures are not properly maintained by the RSHOA, the Town may, deliver notice to the RSHOA declaring that it will repair and/or maintain the roads, the bridge and/or drainage improvements and/or control noxious weeds at the expense of the RSHOA and the Lot Owners if they do not perform the needed maintenance within thirty days of the Notice. In the event of an emergency or public health and safety concern, the Town may, but shall not be required to, enter upon the subject land without notice and perform maintenance deemed necessary by the Town in its sole discretion. The Lot Owners and the RSHOA shall be jointly and severally liable for all costs incurred by the Town maintaining said roads, bridge and drainage improvements. The Town may levy and collect all charges due and owing for said maintenance against the RSHOA and individual lot owners in the same manner state law allows for the collection of real property taxes.
10. **NO FURTHER SUBDIVISION.** There shall be no further subdivision of any Lot, Park, or Open Space tract on this Plat.
11. **RIVERSAGE P.U.D. EXEMPT FROM LANDSCAPING REQUIREMENTS IN RIDGWAY MUNICIPAL CODE.** Due to the unique nature of the RiverSage P.U.D. as a low impact, sustainable, environmentally sensitive community, Lot Owners shall not be required to comply with the ground cover, shrub planting and tree planting requirements set forth in Sections 6–1–11 and 6–6–3 of the Ridgway Municipal Code.
12. **MAXIMUM SQUARE FOOTAGE OF HABITABLE STRUCTURES.** The maximum habitable space above ground of any RiverSage single family home shall be 6,000 square feet. The following restrictions and calculation methods shall apply in calculating the square footage of the homes:
- A. Square footage will be measured pursuant to applicable Town of Ridgway code. Structures such as uncovered decks and patios, excluding any patio courtyards which are enclosed within three or more sides of a house, which are not included in the overall square footage calculation for habitable space (not to include Accessory Dwelling Structures, which are governed by existing Town regulations) will be limited to 1000 square feet as an aggregate of all uncounted structures.
- B. If more than one story is visible above the natural grade (including a "split-level"), the lower story must encompass, at a minimum, 55% or the total aboveground square footage.
- C. The square footage of a "walk-out" basement (which shall be defined as a basement with only one wall that has more than 50% of its total surface area exposed or visible above ground after final grading of the home site) shall be calculated at 50% of its actual square footage in determining habitable square footage under the applicable codes and the limitations set forth in this plat note.
13. **MAXIMUM NUMBER OF UNITS.** The maximum number of dwelling units, exclusive of Accessory Dwelling Units, allowed in this Phase 2 of RiverSage P.U.D. is 8.
14. **SLOPE EASEMENTS.** All Slope Easements shall be for the benefit of the Town of Ridgway and the RSHOA in order to maintain the support of and the structural soundness of the Town Streets and other public improvements owned by the Town of Ridgway and various public utilities. Lot Owners' activities within the slope easements shall be limited as follows: Lot owners are encouraged to landscape and keep attractive all slope easement areas but should be advised that the Town of Ridgway and the RSHOA have rights to enter onto and maintain the slopes to protect and preserve the integrity of the adjacent public improvements. No excavation, fill and/or cutting within the Slope easements shall be allowed by the land owner without engineered stamped plans which assure proper stabilization of slope to protect the Town's public improvements and utilities.
15. **DRIVEWAY LOCATION.** No driveway in the RiverSage P.U.D. shall be permitted to access a public road within 50 feet of any intersection of two roads.

THE FOLLOWING PLAT NOTES WILL NOT BE ENFORCED BY THE TOWN OF RIDGWAY AND THE TOWN HAS NO LIABILITY TO ENFORCE THEM. HOWEVER, THEY CANNOT BE MODIFIED WITHOUT A PLAT AMENDMENT APPROVED BY THE TOWN OF RIDGWAY.

16. **ALL HOMES AND STRUCTURES MUST MEET VISUAL IMPACT REQUIREMENTS.** RiverSage Home Owners Association DRB shall not approve a structure design unless said structure meets the following Visual Impact Requirements:

- i. **Home Size and Screening.** All RiverSage homes shall be subject to the following point system. The maximum number of points allowed per home shall be eight (8)

- a. **Primary Criteria.** Points for the following criteria are to be added together:
Square footage of home: 0.1 point for every 100 square feet
Height of home: 0.3 point for every foot of the maximum structure height as measured and defined by the Ridgway Municipal Code.

- b. **Secondary Criteria.**
Points for the following criteria are to be subtracted from the primary criteria.
Natural screening: 0.1 point for every 1% of natural screening
Additional vegetative screening that blends with the natural surroundings: 0.2 point for every 1% of additional screening
(Screening percentages to be determined by the Design Review Board; a conceptual drawing of all additional screening may be required)

- ii. **Skylines.** No part of any RiverSage home shall break the skyline as seen from any viewing point along the centerlines of U.S. Highway 550 and County Roads 5,10, and 24A. No part of any home as seen along the centerline of Colorado Highway 62 shall break the skyline subject to the following restrictions, and no part of any home as seen from the centerline of County Road 24 shall break the skyline subject to the following restrictions:

- a. The protruding section of the home, at any point, shall not rise higher than twenty feet (20') from the adjacent natural grade abutting any exterior wall or supporting structure.
b. If requested by the DRB, additional indigenous trees shall be planted on the Lot, but not necessarily within the building envelope, in an approved configuration and of approved sizes that shall have the present or future effect of "raising" the skyline along the stretch being "broken". In such a case, the Owner shall be responsible for irrigating these trees in accordance with the Irrigation Regulations set forth herein in the Design Guidelines.

- iii. **Ridgelines.** In addition to any requirements imposed by this section, all homes located along a ridgeline shall be set back a minimum of twenty (20) feet from the ridgeline.

- iv. **Revegetation.** All driveway cuts and fills shall be revegetated and/or reforested in accordance with the Landscape Regulations set forth in the RiverSage Design Guidelines.

- v. **Reflective Materials:** All roofing, siding and windows used shall not be constructed of highly reflective materials. These materials shall include, but not be limited to: stainless steel, polished metal, bright metal, galvanized metal and glass coated with reflective material. Passive solar design features shall minimize reflective impact on neighbors and the Ridgway town core. The use of solar panels is addressed in RiverSage Design Guidelines.

- vi. **Screening.** All utility or service yards, antennas, satellite dishes, and heating or refrigeration devices shall be placed on an inconspicuous place on the building or within the building envelope screened from street view by landscape.

17. **ALL HABITABLE STRUCTURES MUST MEET GREEN BUILDING CODE REQUIREMENTS.** The RSHOA shall not approve the design of any house unless it meets the requirements of the RiverSage P.U.D. Green Building Code.

18. **EXTERIOR COLORS.** The exterior walls and roofs of all structures shall consist of earth tones, excepting appropriate trim elements such as windowsills, decorative tiles, etc.

19. **RIVERSAGE P.U.D. LANDSCAPE REQUIREMENTS.** Lot Owners are required to comply with the landscaping requirements set forth in the RiverSage Design Guidelines and Standards, including but not limited to the following:

- A. **Tree and Sagebrush Removal.** Whenever possible, existing trees and sagebrush must be preserved during the construction and landscaping processes. No tree may be removed except to provide for the building of a structure approved by the DRB or to provide necessary access for firefighting crews. Where mature trees exist, the landscape should be designed around the trees, and a tree may not be removed to clear an area for a yard or to enhance a view – the topography of RiverSage renders this unnecessary. Any tree to be removed must be tagged (not spray painted) and the DRB must approve its removal before it may be removed. No tree will be approved for removal from a Lot until construction is ready to commence on the Lot.
- B. **New Trees.** The Landscape Plan must provide for the planting of, in some combination, a minimum of six (6) new indigenous evergreen and deciduous trees. Three trees must be at least 6 feet tall and have a minimum caliper of 1½ inches, and three trees must stand at least ten (10) feet tall. These trees should be located to facilitate summer shading, wind blocking and maximum solar exposure in winter. Evergreens may also be planted to provide screening from adjacent Lots, and for visual impact screening.

C. **Lawns.** A manicured lawn is discouraged but not prohibited, provided:

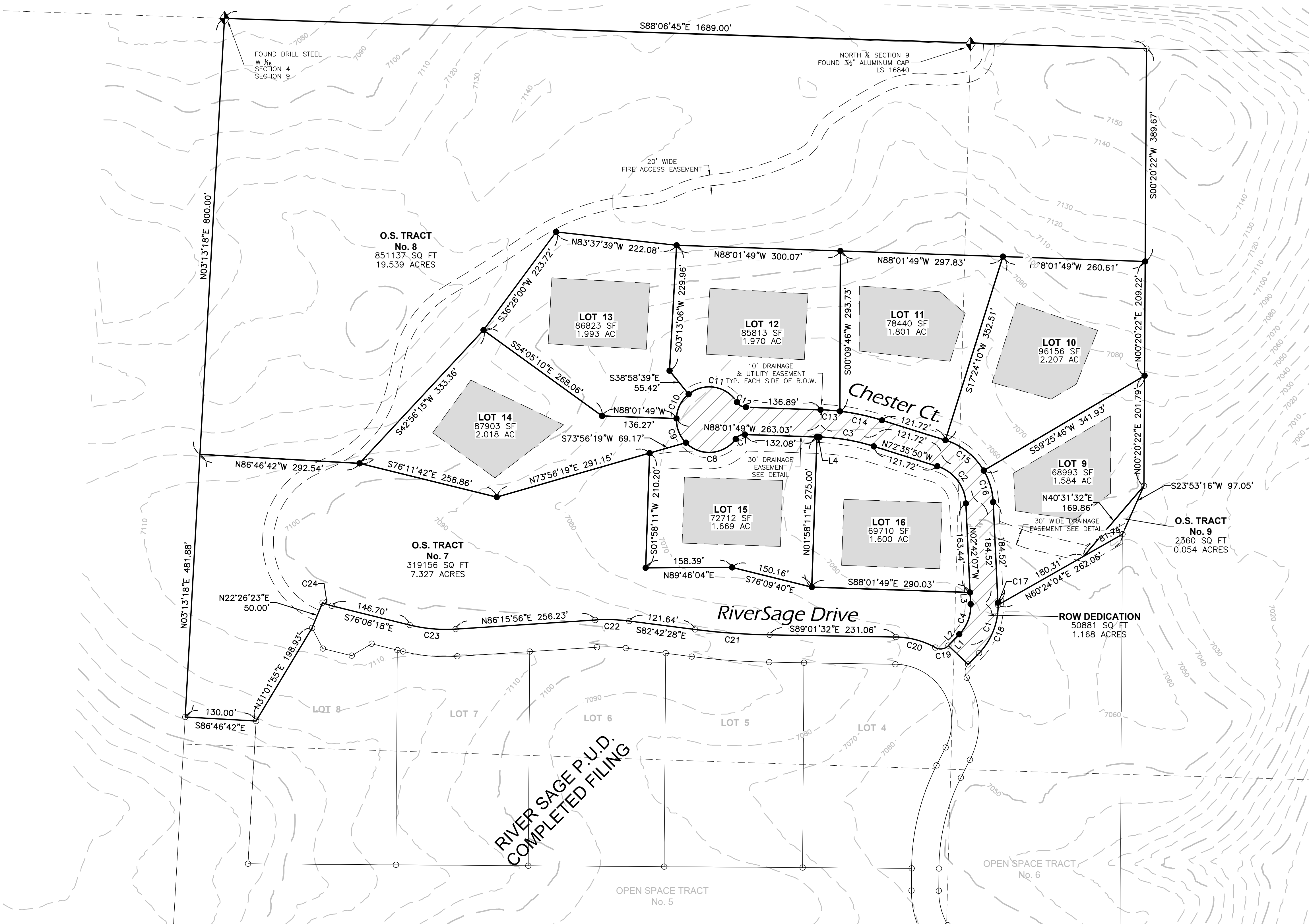
- i. Its surface area does not exceed 500 square feet.
ii. It is installed within the building envelope but not within 6 feet of the house.
iii. It can be watered by one or two rows of small popup sprinklers or an underground drip system.
iv. It is controlled and confined around its outer perimeter by a fence, rock or adobe wall, or timber borders.

NOTICE: According to Colorado Law (13–80–105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

PRELIMINARY				TITLE PRELIMINARY PLAT	
				CLIENT RICK WEAVER	
				ADDRESS & PHONE	
FIELD BOOK: 771		DRAWN BY: MGW		DATE: 2019-02-22	
SHEET: 2 of 4		FILE: 1816TV_PLAT-PRE		JOB NO.: 18167	
				TYPE: PRELIMINARY PLAT	

RIVERSAGE P.U.D.

SITUATED IN THE N1/2 SECTION 9, TOWNSHIP 45 NORTH, RANGE 8 WEST,
NEW MEXICO PRINCIPAL MERIDIAN, TOWN OF RIDGWAY
COUNTY OF OURAY, STATE OF COLORADO
AMENDED PRELIMINARY PLAT



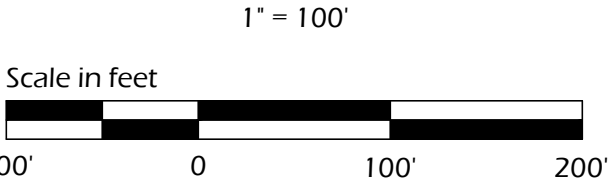
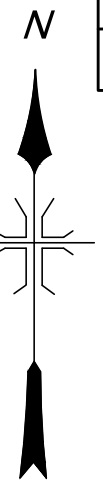
ALIGNMENT CURVE DATA					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	81.18'	100.00'	46°30'39"	N20°33'13"E	78.97'
C2	121.99'	100.00'	69°53'44"	N37°38'58"W	114.57'
C3	107.74'	400.00'	15°25'59"	N80°18'50"W	107.42'

PARCEL CURVE DATA					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C4	60.88'	75.00'	46°30'39"	S20°33'13"W	59.22'
C5	91.49'	75.00'	69°53'44"	S37°38'58"E	85.92'
C6	101.01'	375.00'	15°25'59"	S80°18'50"E	100.70'
C7	19.47'	20.00'	55°46'16"	N64°05'03"E	18.71'
C8	103.86'	60.00'	99°10'37"	N85°47'13"E	91.37'
C9	48.79'	60.00'	46°35'39"	S21°19'39"E	47.46'
C10	51.37'	60.00'	49°03'10"	S26°29'46"W	49.81'
C11	101.28'	60.00'	96°43'06"	N80°37'06"W	89.68'
C12	19.47'	20.00'	55°46'16"	N60°08'41"W	18.71'
C13	35.71'	425.00'	4°48'50"	N85°37'24"W	35.70'
C14	78.77'	425.00'	10°37'09"	N77°54'25"W	78.66'
C15	91.69'	125.00'	42°01'36"	N51°35'02"W	89.65'
C16	60.80'	125.00'	27°52'07"	N16°38'10"W	60.20'
C17	4.06'	125.00'	1°51'47"	N01°46'13"W	4.06'
C18	97.41'	125.00'	44°38'53"	N21°29'06"E	94.96'
C19	26.21'	20.00'	75°05'25"	S81°21'15"W	24.38'
C20	75.57'	155.00'	27°56'03"	N75°03'31"W	74.82'
C21	136.84'	1241.00'	6°19'04"	N85°52'00"W	136.77'
C22	62.55'	325.00'	11°01'36"	N88°13'16"W	62.45'
C23	84.62'	275.00'	17°37'46"	N84°55'11"W	84.28'
C24	18.04'	121.00'	8°32'41"	N71°49'58"W	18.03'

PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N43°48'33"E	28.66'
L2	S43°48'33"W	28.66'
L3	S02°42'07"E	21.07'
L4	S88°01'49"E	4.80'

LEGEND

- = SET 1 1/2" ALUMINUM CAP ON 5/8" REBAR LS 38037
- ◆ = FD. MONUMENT AS DESCRIBED
- = FOUND 1 1/2" ALUMINUM CAP ON 5/8" REBAR LS 20698
- = LIMITS OF 1/2 ACRE BUILDING ENVELOPE

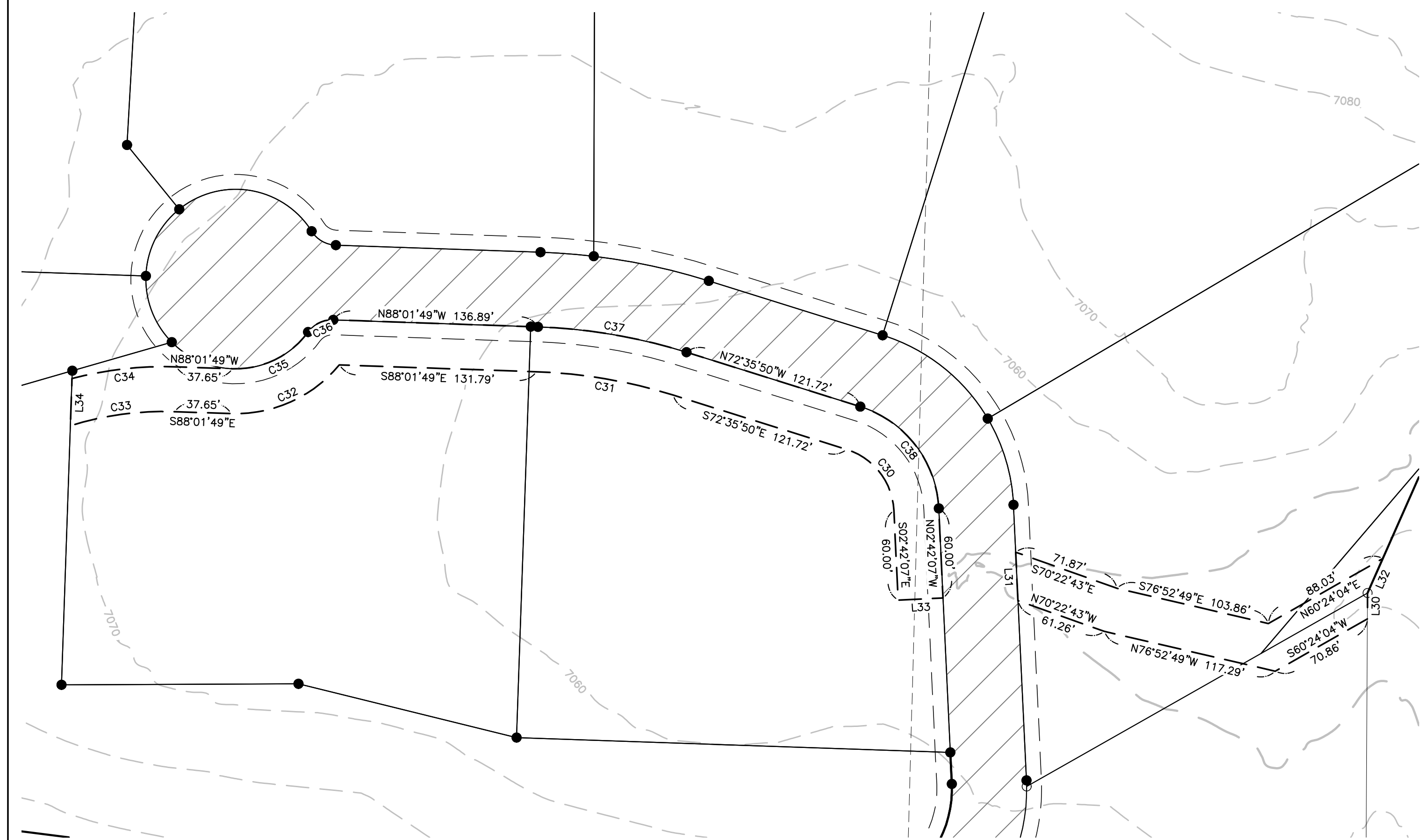


NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

FIELD BOOK: 771		DATE: 2019-02-22	TYPE: PRELIMINARY PLAT
DRAWN BY: MGW		JOB NO.: 18167	
SHEET: 3 of 4		FILE: 18167V_PLAT-PRE	
TITLE: PRELIMINARY PLAT RIVERSAGE P.U.D.			CLIENT: RICK WEAVER
ADDRESS & PHONE:			

RIVERSAGE P.U.D.

SITUATED IN THE N1/2 SECTION 9, TOWNSHIP 45 NORTH, RANGE 8 WEST,
NEW MEXICO PRINCIPAL MERIDIAN, TOWN OF RIDGWAY
COUNTY OF OURAY, STATE OF COLORADO
AMENDED PRELIMINARY PLAT



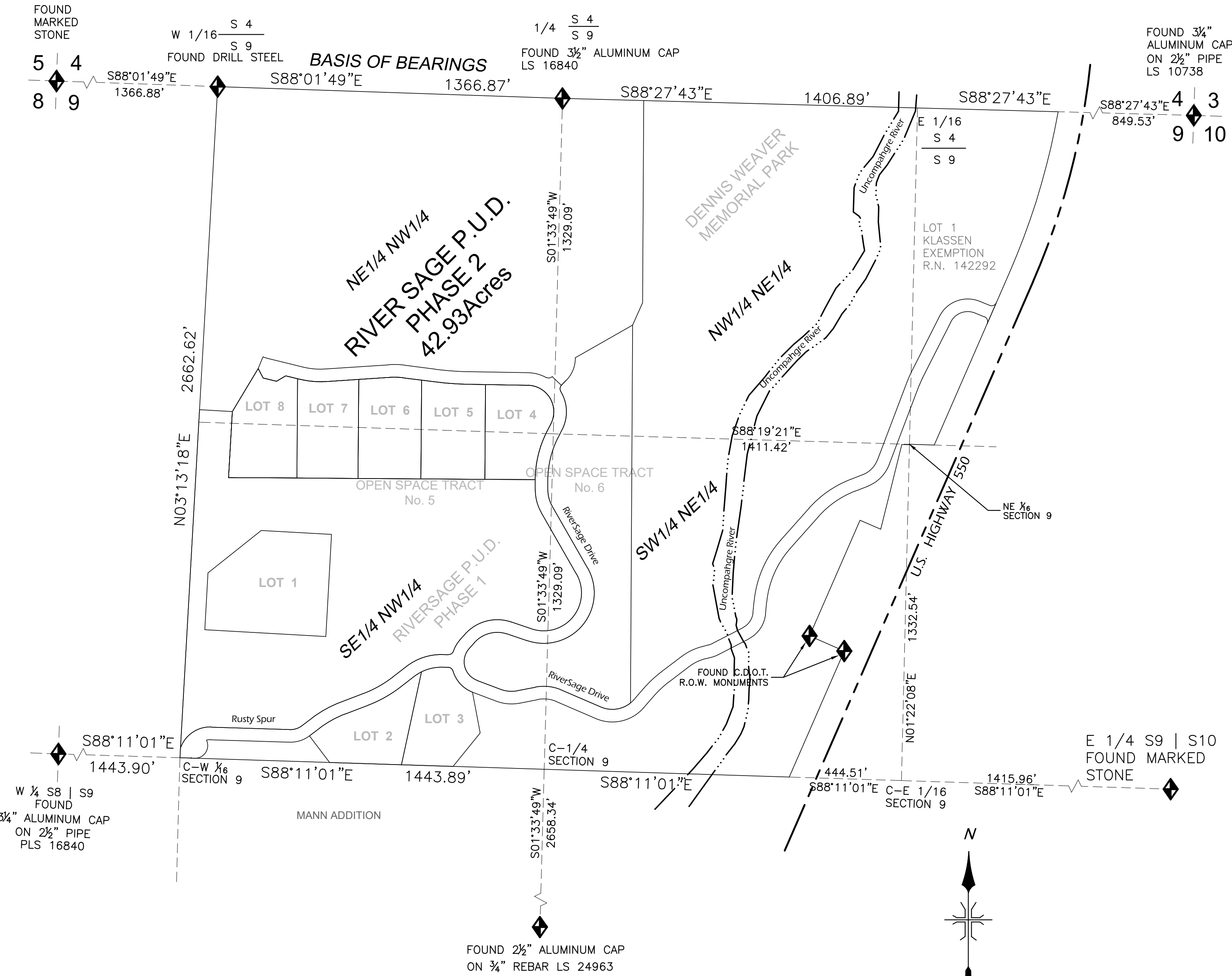
EASEMENT DETAIL

CURVE DATA					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C30	54.90'	45.00'	069°53'44"	S37°38'58"E	51.55'
C31	92.93'	345.00'	015°25'59"	S80°18'50"E	92.65'
C32	82.20'	90.00'	052°19'48"	N65°48'17"E	79.37'
C33	70.68'	210.00'	019°17'01"	N82°19'40"E	70.35'
C34	70.35'	240.00'	016°47'46"	S83°34'18"W	70.10'
C35	58.40'	60.00'	055°46'16"	S64°05'03"W	56.12'
C36	19.47'	20.00'	055°46'16"	S64°05'03"W	18.71'
C37	101.01'	375.00'	015°25'59"	N80°18'50"W	100.70'
C38	91.49'	75.00'	069°53'44"	N37°38'58"W	85.92'

EASEMENT LINE AND
CURVE TABLES

PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L30	S00°20'22"W	17.31'
L31	N02°42'07"W	32.43'
L32	S23°53'16"W	25.21'
L33	N87°17'53"E	30.00'
L34	S01°58'11"W	31.54'

LAND USE TABULATIONS		
LOT #	AREA (S.F.)	AREA (ACRES)
9	68,993	1.584
10	96,156	2.207
11	78,440	1.801
12	85,813	1.970
13	86,823	1.993
14	87,903	2.018
15	72,712	1.669
16	69,710	1.600
Open Space Areas		
7	319,156	7.327
8	851,137	19.539
9	2,360	0.054
Right of Way		
ROW	50,881	1.168
TOTALS	1,870,084	42.930



CONTROL DIAGRAM

- LEGEND
- SECTION LINES
 - PROPERTY LINES
 - - - C.D.O.T. R.O.W.
 - ◆ = FD. MONUMENT AS DESCRIBED
 - = FD. REBAR & CAP LS 10738



The Lineal Unit used on this plat is U.S. Survey Feet

NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

PRELIMINARY		PRELIMINARY PLAT RIVERSAGE P.U.D.	
DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. • Durango, CO 81301 • (970) 248-2251 • (970) 248-2242 FAX www.del-mont.com • service@del-mont.com		CLIENT: RICK WEAVER	
FIELD BOOK: 771	DATE: 2019-02-22	ADDRESS & PHONE:	
DRWING: MGW	FILE: 18167V_PLAT-PRE	TYPE: PRELIMINARY PLAT	
SHEET: 4 of 4	JOB NO.: 18167		

General

11. Tri-County Specifications: The Contractor shall construct the water system in conformance with these plans and with the Standards and Specifications of Tri-County, except as modified or augmented by herein.

6. Valves shall be located as shown on the drawings, and are generally isolated "in line" valves. Those valves that are mounted on tees and crosses shall be flange by mechanical joint. Valves for hydrants shall be bolted directly to the tee. All valves shall be installed on concrete pads with a minimum bearing area of 4 sf. The use of pre-cast pads is encouraged. Cast in place pads shall be formed sufficient to preclude contact between concrete and the bolt flanges on the valves. The Contractor shall provide bends and fittings as required by Tri-County and Engineer for the completion of the water line.

7. Valve Box Tops shall be set 2" below top of gravel base course, and marked with steel fence posts pending completion of street construction. Boxes shall be set vertical. Clusters of valve boxes shall be backfilled with washed rock to inside the cluster where access for compaction is typically difficult. Top of valve boxes in roads with a gravel road surface design shall be set 4-6" below the gravel surface.
8. Water Services and meter pits shall be constructed in conformance with Tri-County specifications. Contractor shall furnish all materials except the meter itself. Copper service line shall be extended from the meter pit to the easement line, where it shall be capped and marked with a 4x4 treated wooden post painted blue.

9. Thrust Blocks shall be sized in accordance with Tri-County requirements and actual soil conditions on site. Concrete for thrust blocks shall be formed to control concrete placement, and to prevent concrete from coming in contact with bolt circles on fittings. Wrap the entire fitting and bolts with plastic sheeting prior to placement of the concrete to prevent bonding. Contractor shall call the Town to observe thrust block bearing area and forming prior to casting blocks.

10. Locations for Record Drawings: Contractor measure tap locations from the nearest downstream valve, and shall include that information in the Record Drawings to be submitted to the Owner and the Town prior to release of the final payment. Valves, fittings, appurtenances, vaults, cleanouts, and manholes shall be tied to a minimum of three permanent surface monuments. Depths and elevations shall be recorded for each item.

11. Disinfection: The Contractor shall disinfect (chlorinate) and flush the pipelines in conformance with Tri-County specifications.

12. Pressure Testing: The Contractor shall pressure test the water main in conformance with Tri-County specifications. Contractor shall call the Town and the Engineer to observe the pressure testing.

1. **Wire Utilities:** The Contractor shall provide trenching, backfilling, and compaction for the installation of power, phone cable TV lines and associated conduits in conformance with utility company requirements. Contractor shall coordinate and schedule all such work with the respective utility companies.


2. Wire Utility Survey Control: The Owner will provide one (1) set of stakes at lot corners for the Contractor to locate power, gas, phone and CTV utilities. Contractor shall provide adequate means to ensure that the wire utilities are installed at uniform depth and uniform distance behind the sidewalk, including where necessary incidental grading behind the sidewalk to provide a uniform surface from which to begin the work. Wire utilities will be installed as shown on the Details Sheet unless otherwise approved by the Engineer.


3. Wire Installation: After the utility companies have placed their wires, the Contractor shall be responsible to ensure that all wires and conduits are arranged in a neat, uniform, straight, untangled, uncrossed manner, at uniform depth and spacing, and in trenches that are a uniform distance behind the sidewalk. Wires and conduits shall be hand bedded using select bedding conforming to utility company requirements. In no event shall bedding be dumped directly on the wires and conduits from a loader bucket. Labor to straighten, bed, backfill, and compact shall be included in the unit price for Wire Utilities.

4. Wire Backfill & Compaction: No wire utilities shall be backfilled until the installation has been observed by the Engineer for compliance with this specification. All wire utility trenches shall be backfilled in shallow lifts. Trenches on lots shall be compacted to 90% Modified Proctor density at $\pm 2\%$ of optimum moisture. Trenches across streets shall be compacted to 95% Modified Proctor density at $\pm 2\%$ of optimum moisture. Backfill and compaction methods and equipment are subject to the approval of the Engineer. Expect density testing on utility trench backfill.

1. Natural Gas pipelines will be installed by Black Hills Energy. Contractor shall provide the trenches, coordinate the work with Black Hills Energy, and backfill and compact the trenches. Contractor is responsible for ensuring that all road crossing conduits, in proper size, type, and quantity, are in place at the locations required by the gas company to allow road construction to progress in advance of gas line installation. Trenches on lots shall be compacted to 90% Modified Proctor density at +/-2% of optimum moisture. Trenches across streets shall be compacted to 95% Modified Proctor density at +/-2% of optimum moisture.

[illegible]

	DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 1250 GORDON AVE. ■ (707) 249-2342 FAX www.delmont.com ■ info@del-mont.com		
	DESIGNED BY:	SCALE:	CHECKED BY:
DRAWN BY:	RDD	AS SHOWN	DWS
RDD	FILE NAME:	DATE PLOTTED:	2019-02-21
		PRINT_DATE.DWG	



RIVERSAGE RODGWAY, LLC
RIVER SAGE P.U.D.
RIDGEMAY, COLORADO

GENERAL NOTES

DMC JOB NO.: 18167

SHEET NO.: 2

OF 11 SHEETS

Streets

1. Town of Ridgway Specifications: All street construction work shall be performed in conformance with these Plans and with Town of Ridgway Standards and Specifications, supplemented as needed by CDOT Standard Specifications for Roads and Bridges, latest edition.

2. **Survey Control:** The Owner will provide one (1) set of cut / fill stakes at 50' intervals, plus PC's, PT's, and grade breaks on both sides of each street, at offsets designated by the Contractor, for street excavation and subgrade preparation. Contractor shall preserve street excavation stakes during utility installation for use in final subgrade preparation. Stakes lost during construction will be replaced at the Contractor's expense, including stakes needed for the Engineer to evaluate the Contractor's work.

3. Embankment: Embankment, including clearing, grubbing, and prepping shall be placed in accordance with Town specifications as follows:

- a. All areas to receive compacted structural fill should be properly prepared prior to fill placement. The preparation should include removal of all organic or deleterious material and the area to receive fill should be compacted after the organic and deleterious material has been removed. Any areas of soft, yielding, or low density soil, evidenced during the excavation compaction operation should be removed.
- b. On steep slopes (2:1 or steeper) and on ditch banks, bench fill into native soil in stairstep fashion.
- c. Place fill in horizontal lifts not exceeding 8 inches of compacted depth.
- d. Mix and moisten fill material and compact to uniform density of 90% of Modified Proctor as determined by ASTM D 1553 at optimum moisture. One density test per 500 square feet of each lift of fill material will be required.
- e. Embankment material shall be suitable native materials or select imported material as approved by Geotechnical Engineer.

3b. Subgrade Preparation: Scarify the subgrade to 9" deep, moisture condition, and compact to 95% of Modified Proctor, AASHTO T 180 at +/-2% of optimum moisture, prior to placement of base course gravel, unless otherwise directed by the Engineer. Density testing will be provided by the Owner. Retesting in areas where density tests failed to meet the specification will be made at the Contractor's expense. The contractor shall proof roll the road in the presence of the Town, Owner and Engineer. Contractor shall finish the subgrade to within +.05' / -0.15' of design elevation. Contractor shall set bluetop hubs left, right, and center at not more than 50' intervals to control subgrade finishing operations, and shall replace any hubs lost during finishing operations to facilitate final elevation checks by the Engineer.

4. Subsurface Soil Conditions: Existing native soil conditions at subgrade elevation may not be satisfactory for road construction without remedial measures at some locations within the project. The Geotechnical Engineer will evaluate the subgrade prior to placement of subbase. At any location where unstable subgrade conditions are encountered, the Geotechnical Engineer will determine appropriate remedial measures, and the Engineer will issue a Change Order to compensate the Contractor for the cost of correcting the unstable subgrade conditions.


5. Compensation For Extra Work to Stabilize Subgrade: The Contractor shall be compensated for extra work required to stabilize the subgrade for those specific areas and quantities designated by the Engineer by Change Order. The Contractor's bid unit prices for Over-Excavation, Geotextile Stabilization Fabric, and Subbase Gravel shall be the basis for compensation for this Extra Work, if required.

6. Proof Roll Observation by the Town: Contractor shall proof roll the subgrade prior to placement of fill, subbase, or base course gravel, to demonstrate the stability, uniformity, and compaction of the subgrade. Proof rolling shall be performed in the presence of the Town Engineer or the Town's designated representative. Proof rolling is incidental to the work, and the cost thereof shall be included in Contractor's unit prices. Any areas that yield excessively, in the judgment of the Town, will be reprocessed and recompact to specifications at the Contractor's expense, and shall be proof rolled again to demonstrate competence of the subgrade. Stabilization fabric and/or imported structural fill may be required to stabilize the subgrade.

7. Subbase Gravel, if required, shall conform to CDOT Class 2 Specifications, compacted to 95% Modified Proctor, AASHTO T 180, at +/- 2% of optimum moisture. Density testing will be provided by the Owner. Retesting in areas where density tests failed to meet the specification will be made at the Contractor's expense. Neither recycled asphalt nor recycled concrete will be allowed as part of the Class 2 material.

8. Base Course Gravel shall conform to Town of Ridgway Class 6 Specifications, compacted to 95% Modified Proctor, AASHTO T 180, at +/- 2% of optimum moisture. Density testing will be provided by the Owner. Retesting in areas where density tests failed to meet the specification will be made at the Contractor's expense. Neither recycled asphalt nor recycled concrete will be allowed as part of the Class 6 material.

[illegible]

		DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 122 Oldenboro Ave. • Wilmington, NC 28403-2247 FAX: (910) 398-2247 FAX www.delmont.com • info@delmont.com	
DESIGNED BY:	RDD	SCALE:	AS SHOWN
DRAWN BY:	RDD	FILE # NAME:	1917C-JUNE2.DWG
CHECKED BY:		DWS	2019-02-21

<p>RIVERSAGE RODGWAY, LLC RIVER SAGE P.U.D. RIDGEMWAY, COLORADO</p>	<p>GENERAL NOTES</p>
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DMC JOB NO.: 18167

SHEET NO.:	
3	
OF	11
SHEETS	

The site plan for Park Expansion Phase II is set against a topographic background. The plan includes the following features and labels:

- LOT 9** through **LOT 16**: Individual lots within the expansion area.
- CHESTER COURT**: A road running horizontally through the center of the lot group.
- RIVERSAGE DRIVE**: A road running horizontally below the lot group.
- PHASE II**: A label indicating the specific expansion phase, located near the intersection of Chester Court and Riversage Drive.
- EXISTING RECREATION TRAIL, TYP.**: Multiple locations where existing trails are shown as dashed lines.
- NEW 20' FIRE ACCESS EASEMENT**: A dashed line indicating a new fire access route.
- 0.5 AC BUILDING ENVELOPE, TYP.**: A label pointing to a specific lot area.
- CULVERT DRAINAGE BASIN LINE, TYP.**: A line indicating the location of a culvert drainage basin.
- NEW DRAINAGE INTERCEPT SWALE**: A feature designed to intercept and manage runoff.
- NEW 30' DRAINAGE EASEMENT**: Two locations where new drainage easements are shown.
- EXISTING RECREATION TRAIL, TYP.**: A label pointing to a trail located near the bottom right of the plan.
- UNCOMPAGRE RIVER**: A label for the river located to the right of the expansion area.
- DENNIS WEAVER MEMORIAL PARK NO. 1**: A label for the existing park area to the right.
- PARK EXPANSION PHASE II**: A label in the upper left corner of the plan.
- LOT 13**, **LOT 12**, **LOT 11**, **LOT 10**, **LOT 14**, **LOT 15**, **LOT 16**: Individual lot labels within the expansion area.
- OPEN SPACE 7 PHASE II**: A label for a specific open space area within the expansion.
- LOTS 4 THRU 8 FILING NO. 1**: A label for an adjacent filing area to the bottom left.
- OPEN SPACE FILING NO. 1**: A label for an adjacent open space filing area to the bottom right.
- NEW "STOP" SIGN WITH STREET NAMES PER MUTCD STANDARDS**: A label indicating the location of a new stop sign at the intersection of Chester Court and Riversage Drive.

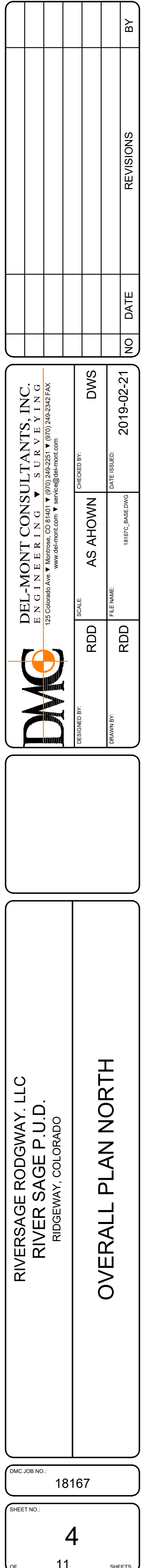
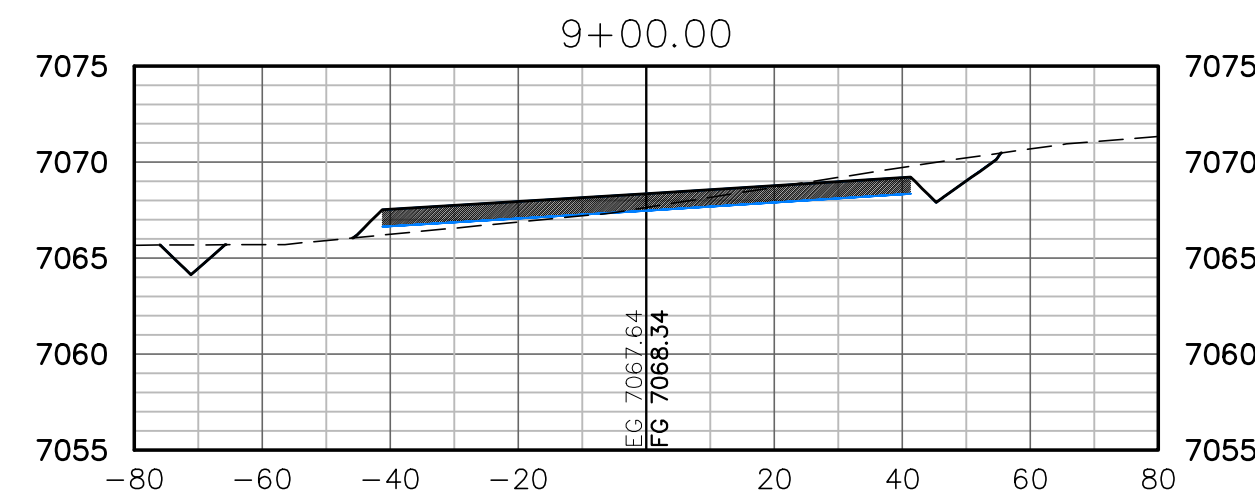
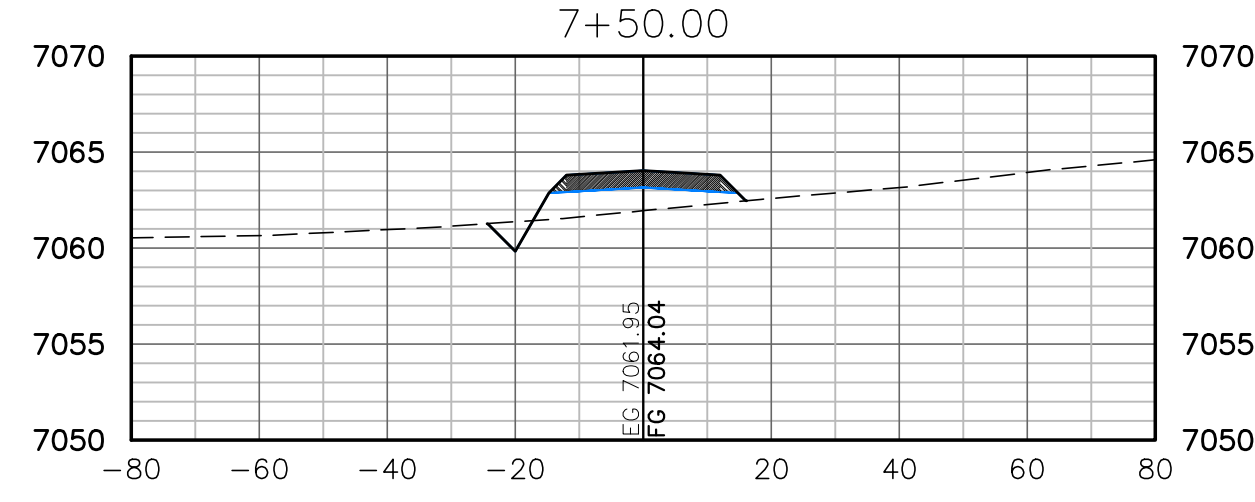
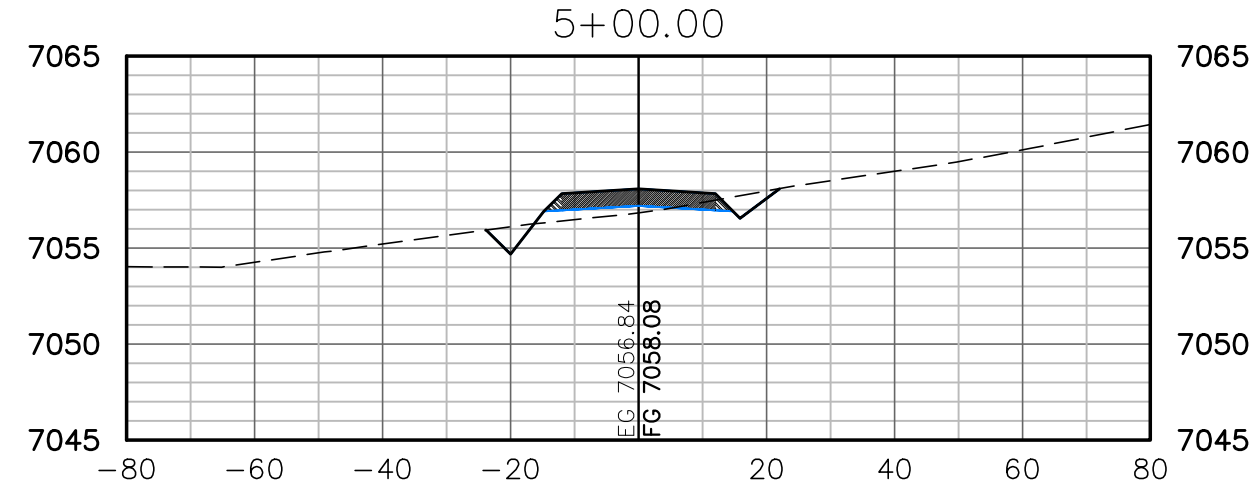
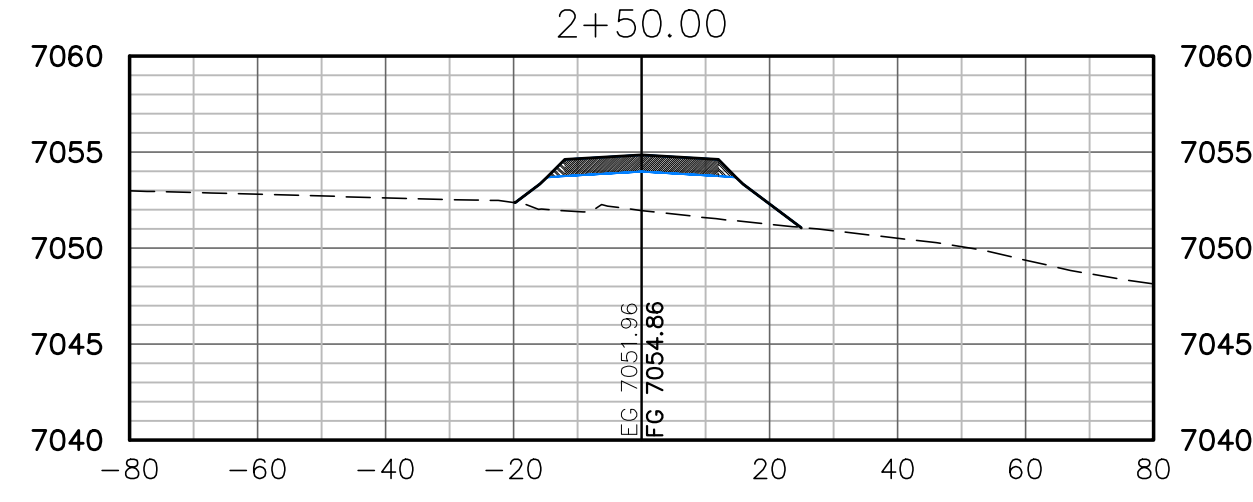



Figure 1 shows a vertical scale bar on the left and a horizontal scale bar on the right. The vertical scale is labeled 'Vertical Scale in feet' and has markings at 10', 0, and 20'. The horizontal scale is labeled 'Horizontal Scale in feet' and has markings at 30', 0, 30', and 60'.



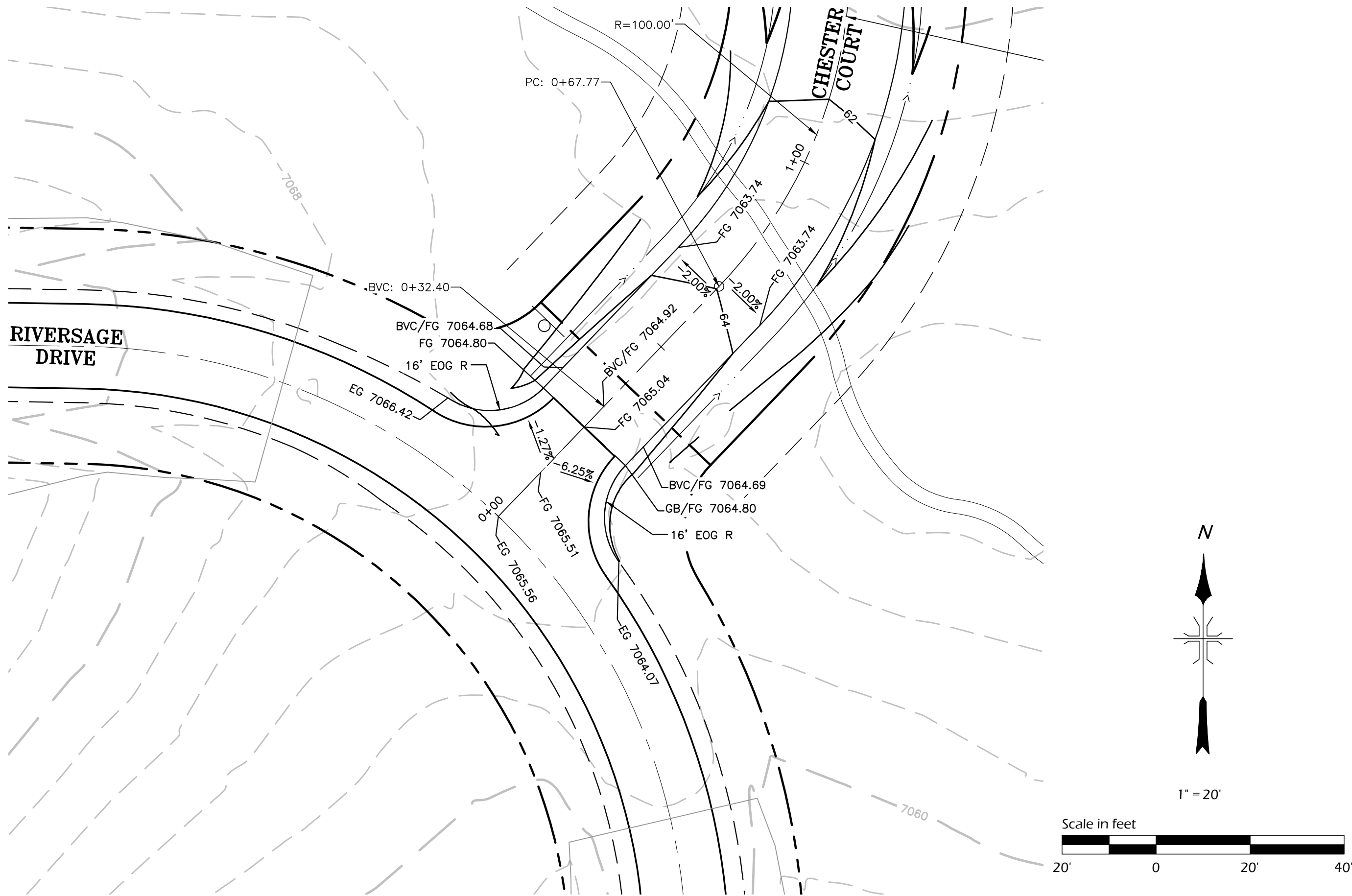
RIVERSAGE RODGWAY, LLC
RIVER SAGE P.U.D.
RIDGWAY, COLORADO

CHESTER COURT
ROAD CROSS SECTION

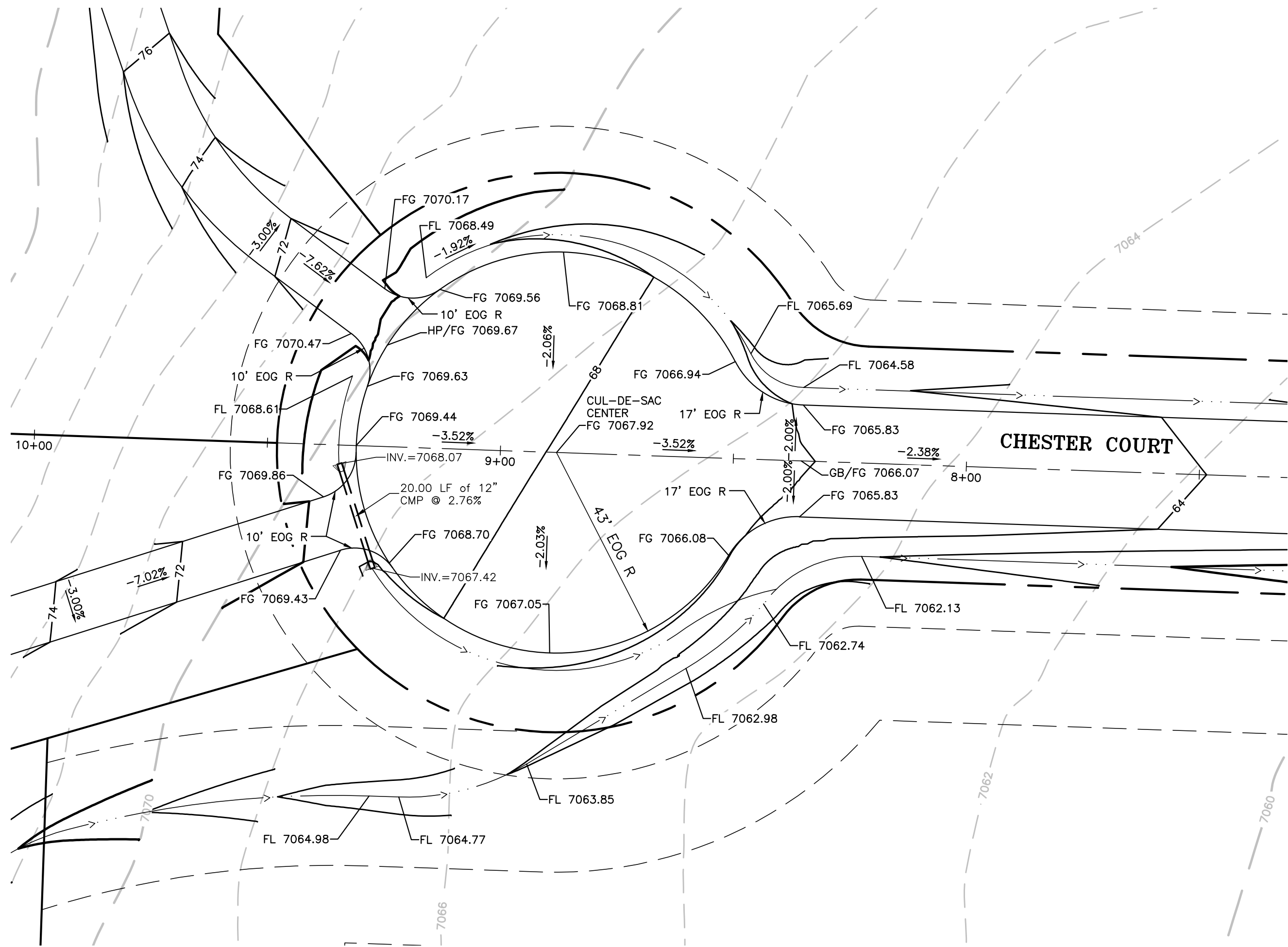
		DEL-MONT CONSULTANTS, INC. E N G I N E E R I N G S U R V E Y I N G 125 Colorado Ave. ■ Montrose, CO 81401 ■ (970) 389-2251 ■ (970) 248-2342 FAX www.delmont.com ■ info@delmont.com	
DESIGNED BY	RDD	SCALE	AS SHOWN
DRAWN BY	RDD	FULL NAME	DATE ISSUED: 2019-02-21
			CHECKED BY: DWS

DMC JOB NO.:	18167
SHEET NO.:	6
OF	11
SHEETS	

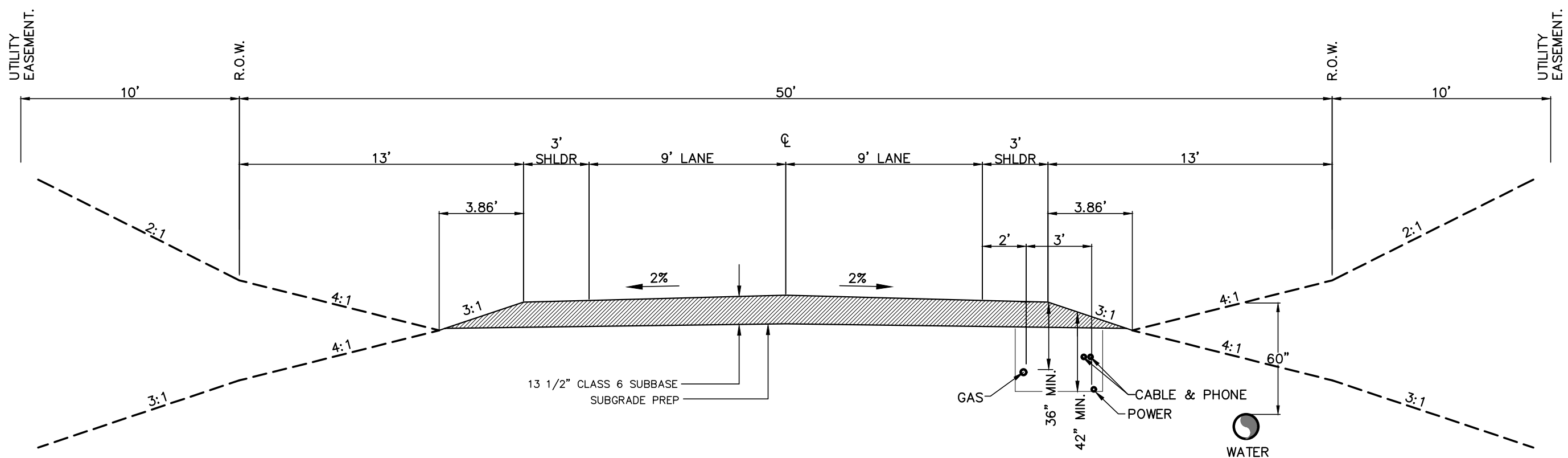
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INTERSECTION GRADING
 RIVERSAGE DR. & CHESTER CT.



CUL-DE-SAC GRADING
 END OF CHESTER CT.



STA 0+30 TO 8+35 CHESTER COURT
 SECTION E

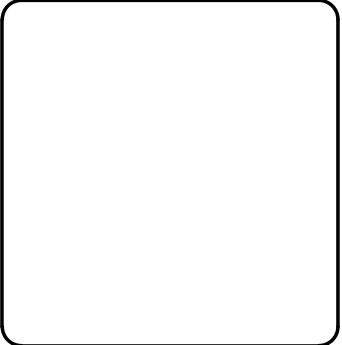


DEL-MONT CONSULTANTS, INC.
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 WWW.DMCCONSULTANTS.COM • INFO@DMCCONSULTANTS.COM

NO	DATE	REVISIONS	BY

DESIGNED BY:	SCALE:	AS SHOWN	DWS
DRAWN BY:	RDD	RDD	DATE ISSUED:
			2019-02-21

RIVERSAGE RODWAY, LLC
 RIVER SAGE P.U.D.
 RIDGEWAY, COLORADO



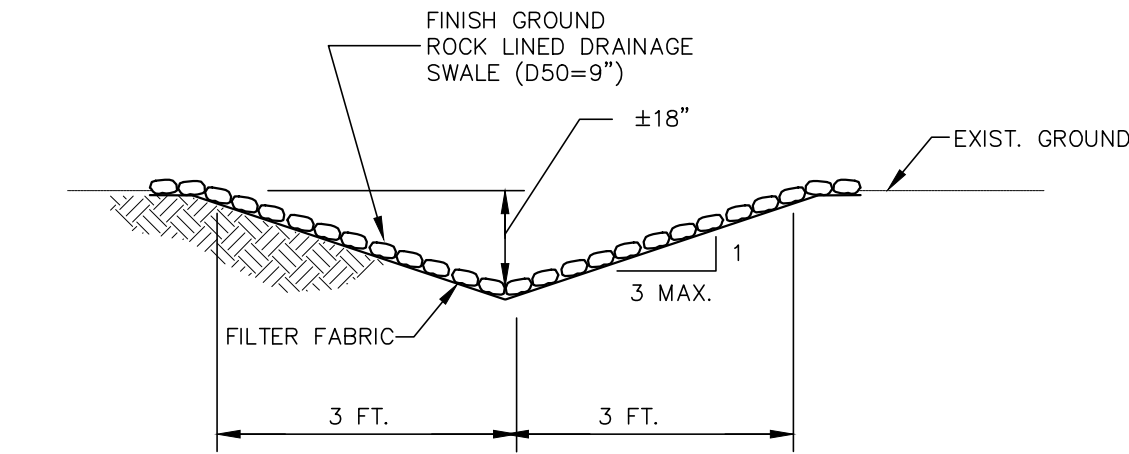
DETAILED INTERSECTION AND
 CUL-DE-SAC STREET GRADING

DMC JOB NO.: 18167

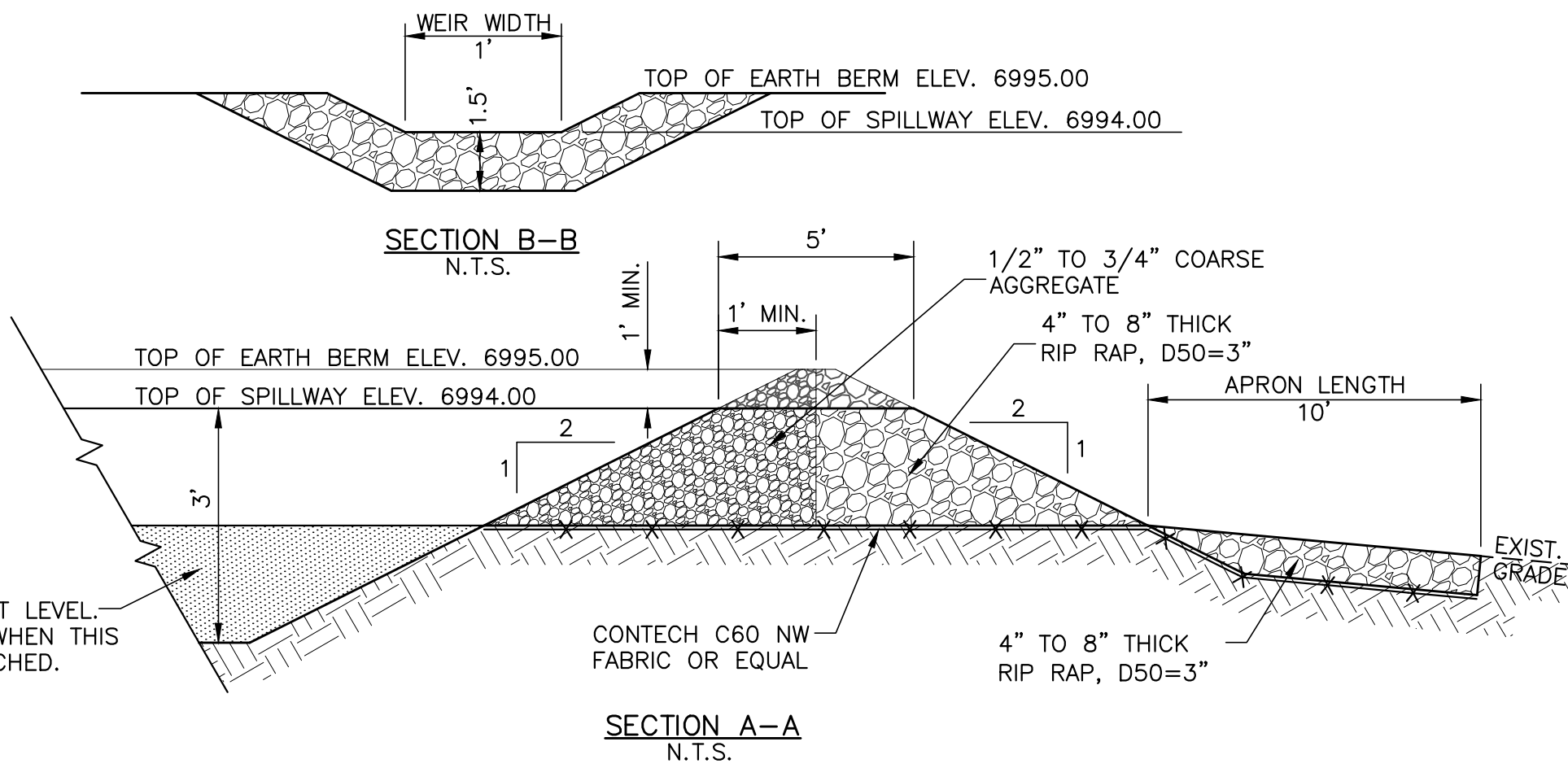
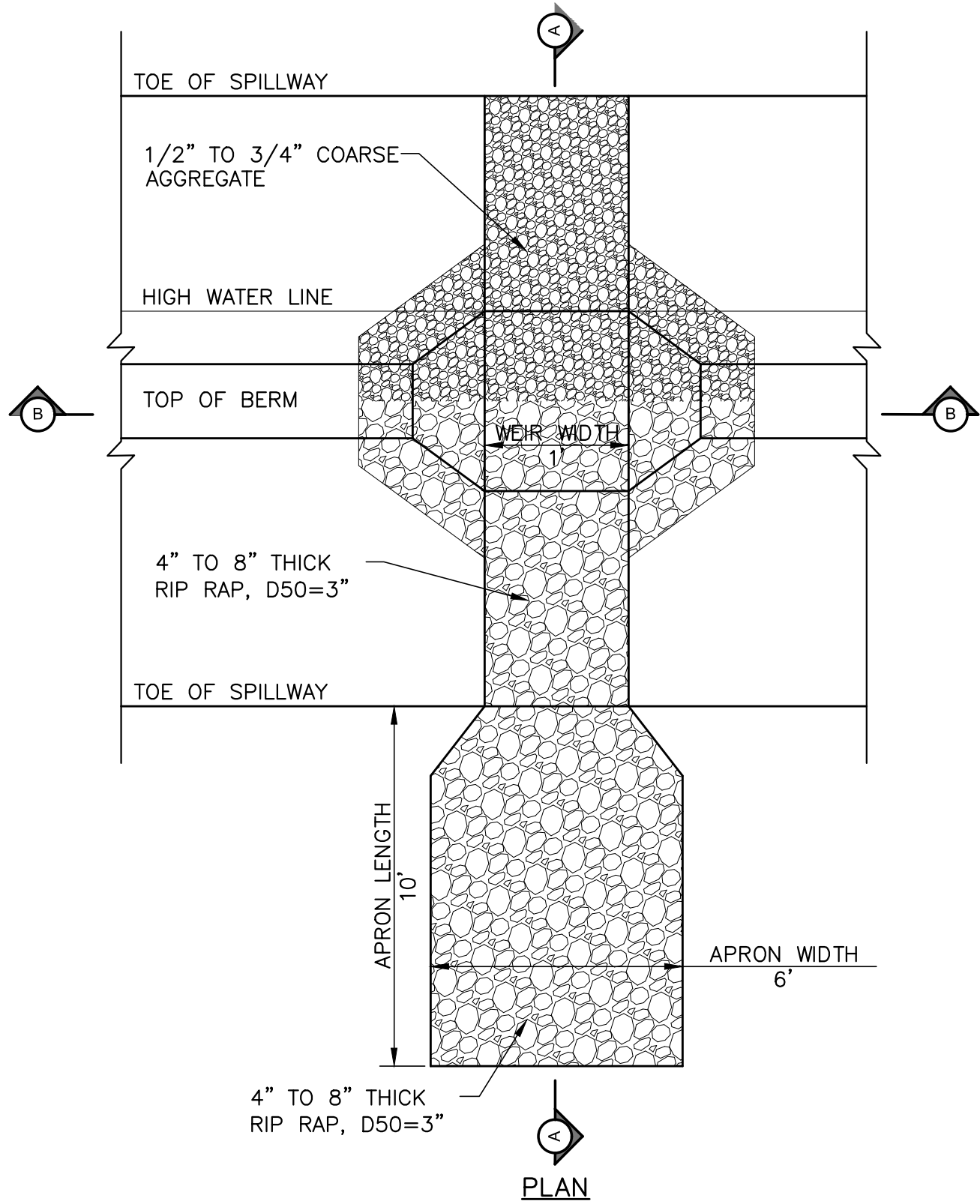
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OF 11 SHEETS

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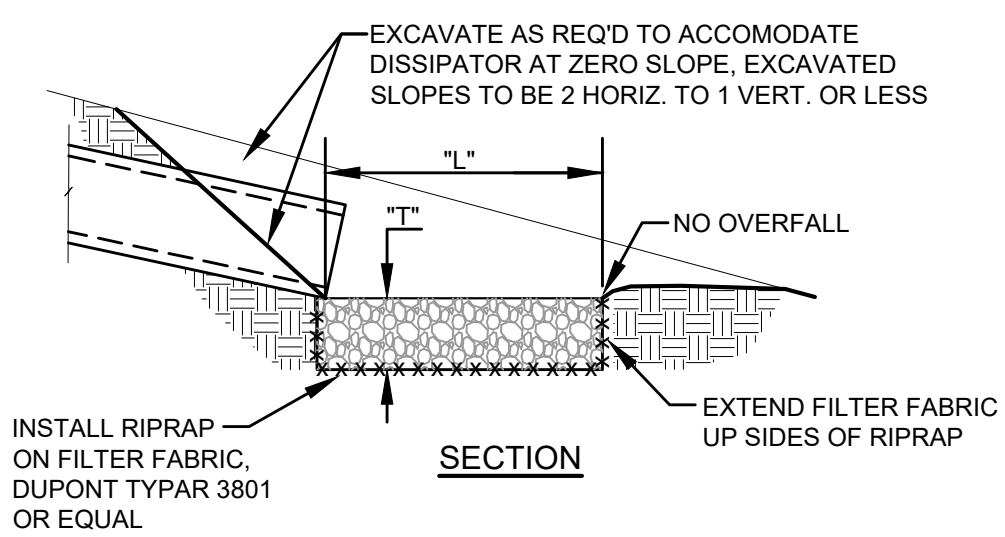
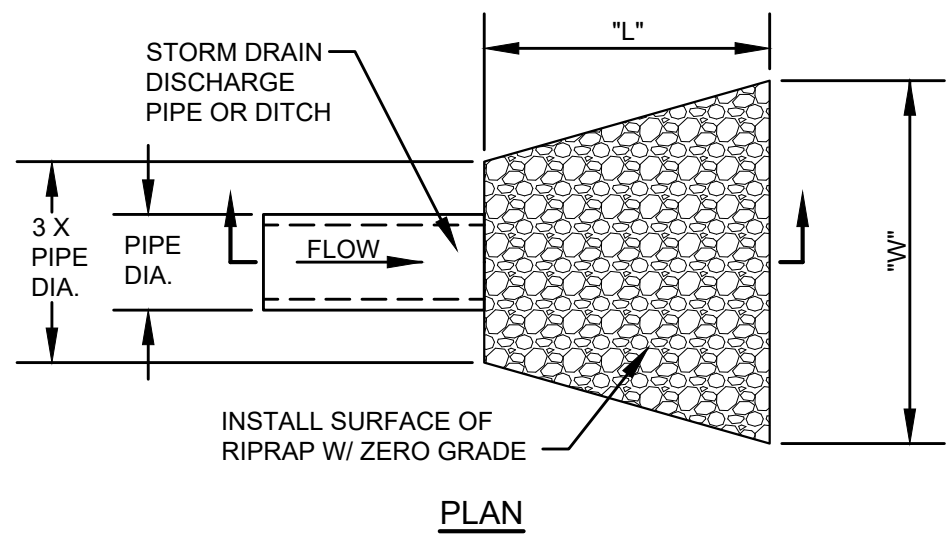


TYPICAL DRAINAGE SWALE SECTION
 NOT TO SCALE



- NOTES:
1. SEDIMENT SHALL BE REMOVED FROM BASIN WHEN WET STORAGE VOLUME IS REDUCED BY HALF.
 2. SPILLWAY SHALL BE REGULARLY INSPECTED. ROCKS CLOGGED WITH SEDIMENT SHALL BE CLEANED OR REPLACED.

SEDIMENT TRAP SPILLWAY DETAIL



USAGE: Contractor shall install outlet energy dissipators at locations indicated on the plan to provide erosion protection. See schedule for minimum dimension requirements.

ENERGY DISSIPATOR SCHEDULE					
PIPE DIA. (INCHES)	LENGTH "L" (FEET)	WIDTH "W" (FEET)	THICKNESS "T" (INCHES)	D ₅₀	
12	6	7	24	6"	
15	8	10	24	6"	
18	10	11	24	6"	
24	13	15	24	9"	
30	16	19	24	9"	
36	20	23	24	9"	
42	23	26	24	12"	
48	26	30	24	12"	
60	33	38	24	12"	
72	39	45	30	15"	

MATERIALS AND INSTALLATION: Grade and shape the area surrounding the energy dissipator as necessary to create a level rip rap surface. Limit any cut slopes surrounding the dissipator apron to no greater than 2 Horiz. to 1 Vert. Where 2:1 cut slopes can not be obtained, construct a suitable endwall to retain surrounding slopes. Construct the energy dissipator entirely in cut, do not fill to create a level area or allow the dissipator to discharge onto filled soils.

Filter Fabric shall be the type specified or equal products with equal or better characteristics. Anchor fabric in accordance with manufacturer's instructions and recommendations.

RipRap shall be clean and in accordance with CDOT standard specifications. Carefully place stone to avoid damaging filter fabric. Place and fit stone carefully to provide a flat uniform surface on the apron.

Always install energy dissipators concurrently with culvert or ditch outlet construction. For any given drainage system, install the energy dissipator as the first step prior to proceeding in an upstream direction with pipe installation or ditch construction.

TYPICAL OUTLET ENERGY DISSIPATOR
 NOT TO SCALE

NO	DATE	REVISIONS	BY

DESIGNED BY: RDD
CHECKED BY: AS AHOWN
SCALE: 1/4"=1'-0"

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DWS
DATE ISSUED: 2019-02-21
DATE CHECKED: 19/02/2019

RIVERSAGE RODGWAY, LLC
 RIVER SAGE P.U.D.
 RIDGEWAY, COLORADO
 DRAINAGE DETAILS



**Land Title Guarantee Company
Customer Distribution**



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **OU85005559**

Date: **11/16/2018**

Property Address: **TBD VACANT LOT, RIDGWAY, CO 81432**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

For Title Assistance

Ouray County Title Team
218 SHERMAN
RIDGWAY, CO 81432
(970) 626-7001 (Work)
(877) 375-5025 (Work Fax)
ourayresponse@ltgc.com

Seller/Owner

RIVERSAGE RIDGWAY LLC BY RICK WEAVER
Delivered via: Electronic Mail



Land Title Guarantee Company Estimate of Title Fees

Order Number: **OU85005559** Date: **11/16/2018**
Property Address: **TBD VACANT LOT, RIDGWAY, CO 81432**
Parties: **TO BE DETERMINED**
RIVERSAGE RIDGWAY, LLC, A COLORADO LIMITED LIABILITY COMPANY

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title insurance Fees	
"TBD" Commitment	\$230.00
	Total \$230.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

[Ouray county recorded 09/21/2007 under reception no. 196091](#)

Plat Map(s):

[Ouray county recorded 06/29/2009 under reception no. 200985](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: OU85005559

Property Address:

TBD VACANT LOT, RIDGWAY, CO 81432

1. Effective Date:

10/11/2018 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment

\$0.00

Proposed Insured:

TO BE DETERMINED

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A Fee Simple

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

RIVERSAGE RIDGWAY, LLC, A COLORADO LIMITED LIABILITY COMPANY

5. The Land referred to in this Commitment is described as follows:

NE $\frac{1}{4}$ NW $\frac{1}{4}$ AND THE NW $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 45 NORTH, RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN, COUNTY OF OURAY, STATE OF COLORADO, LESS AND EXCEPT THAT TRACT OF LAND PLATTED AND SUBDIVIDED UNDER THE NAME OF RIVERSAGE P.U.D. - FILING NO. 1, RECORDED JUNE 26, 2009 UNDER RECEPTION NO. [200985](#), COUNTY OF OURAY, STATE OF COLORADO.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: OU85005559

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: OU85005559

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RIGHTS OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES TOGETHER WITH THE RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO INTERSECT SAID PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED NOVEMBER 28, 1918 IN BOOK 103 AT PAGE [36](#) AND RECORDED AUGUST 1, 1912 IN BOOK 8 AT PAGE [490](#).
9. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF POLE LINE EASEMENT GRANTED TO THE WESTERN COLORADO POWER COMPANY RECORDED AUGUST 14, 1922 IN BOOK 112 AT PAGE [191](#).
10. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF EASEMENT GRANTED TO THE BOARD OF COUNTY COMMISSIONERS OF OURAY COUNTY RECORDED NOVEMBER 4, 1996 AT RECEPTION NO. [163066](#); SURVEY OF EASEMENT RECORDED AUGUST 9, 2000 AT RECEPTION NO. [172870](#); AND THE QUIT CLAIM DEED RECORDED DECEMBER 20, 2013 UNDER RECEPTION NO. [211326](#).
11. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF THE OURAY COUNTY WEED MANAGEMENT RESOLUTION, RECORDED AUGUST 8, 1997 AT RECEPTION NO. [164857](#).
12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT AND DECLARATION OF COVENANTS RECORDED JANUARY 23, 2007 UNDER RECEPTION NO. [194018](#).

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: OU85005559

13. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF GRANT OF EASEMENT RECORDED SEPTEMBER 21, 2007 AT RECEPTION NO. [196092](#) AND AMENDMENT TO GRANT OF EASEMENT RECORDED MAY 12, 2009 UNDER RECEPTION NO. [200656](#).
14. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT FOR UNDERGROUND POWER LINE AN RELATED FACILITIES GRANTED TO SAN MIGUEL POWER ASSOCIATION, INC. RECORDED JULY 29, 2008 AT RECEPTION NO. [198360](#).
15. STATE HIGHWAY ACCESS PERMIT RECORDED AUGUST 11, 2008 AT RECEPTION NO. [198452](#)
16. RIGHTS OF WAY FOR THE KEYSTONE DITCH NO. 64, WOOD PERRY DITCH NO. 60, HYDRA-SNEVA DITCH AND COBB AND WILLIAMS DITCH, IF ANY PORTION CROSSES SUBJECT PROPERTY AS EVIDENCED BY DEED RECORDED DECEMBER 16, 1988 IN BOOK 210 AT PAGE [584](#)
17. FARM LEASE BETWEEN RALPH CARVER, JR. AND GEORGE W. DAVOR, ROGER NOBLE, AS DISCLOSED IN DEED RECORDED DECEMBER 16, 1988 IN BOOK 210 AT PAGE [584](#).
18. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR RIVERSAGE PLANNED UNIT DEVELOPMENT RECORDED JUNE 26, 2009, AT RECEPTION NO. [200987](#); AS AMENDED IN INSTRUMENT RECORDED JUNE 10, 2010 UNDER RECEPTION NO. [203357](#).
19. ANY TAX, LIEN OR FEE RESULTING FROM INCLUSION IN RIDGWAY FIRE DISTRICT AS DISCLOSED IN INSTRUMENT RECORDED NOVEMBER 3, 2010 UNDER RECEPTION NO. [204333](#) AND IN MAP RECORDED NOVEMBER 3, 2010 UNDER RECEPTION NO. [204334](#)..
20. FEES, TERMS, CONDITIONS, OBLIGATIONS AS SHOWN IN SPECIAL IMPROVEMENT DISTRICT RECORDED JUNE 26, 2009 AT RECEPTION NO. [200986](#); AND IN AMENDMENT RECORDED SEPTEMBER 26, 2011 AT RECEPTION NO. [206072](#); AND IN THIRD AMENDMENT TO SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT RECORDED OCTOBER 31, 2016 UNDER RECEPTION NO. [217293](#).
21. ANY AND ALL EASEMENTS, ENCROACHMENTS, SETBACKS, OVERLAPS AND PLAT NOTES/CONDITIONS AS SHOWN ON PLAT OF RIVERSAGE P.U.D. RECORDED JUNE 26, 2009 AT RECEPTION NO. [200985](#) AND THE AMENDMENT THERETO RECORDED DECEMBER 7, 2016 UNDER RECEPTION NO. [217549](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PLANNED UNIT DEVELOPMENT DESIGN GUIDELINES AND STANDARDS AMENDMENT RECORDED JANUARY 22, 2014 UNDER RECEPTION NO. [211515](#).



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY,
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Corporation

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee
Company
3033 East First Avenue Suite
600
Denver, Colorado 80206
303-321-1880



President



Old Republic National Title Insurance Company, a Stock
Company
400 Second Avenue South
Minneapolis, Minnesota 55401
(612)371-1111



Mark Bilbrey, President



Rande Yeager, Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Staff Report

Subject: Amended Preliminary Plat Submittal
Zone: Residential (R)
Property: Weaver Annexation, RiverSage “Outlot” as platted on RiverSage PUD Filing No. 1 under Reception Number 200985, County of Ouray State of Colorado
Address: TBD Chester Court (x 8 lots)
Parcel #: 430509200022
Applicant: Rick Weaver
Owners: RiverSage LLC
Initiated By: Jen Coates, Manager
Date: March 22, 2019

BACKGROUND:

The Applicant is the Developer of the subject property and PUD of a 42.93 acre parcel, and is requesting an amendment to the previously approved preliminary plat of the RiverSage PUD pursuant to RMC §7-3-11 and 7-4-5(B). This amendment request includes reducing the total number of residential lots from 20 to 16, and dedicating the future Phase 3 as public park space, to be a part of the Dennis Weaver Memorial Park. Phase 1 created 8 lots with an additional 12 lots planned for future platting as Phase 2 and 3. Phase 1 includes one, existing, single-family home, 7 additional residential lots, preserved open space, trails and a memorial park. The property, comprising the northern-most aspect of the Town boundary, was formally annexed into the Town on February 14, 2007 and subsequently zoned as Future Development (FD) on September 12th, 2007. As the property was not previously within the Urban Growth Boundary, the Town and Ouray County amended the Intergovernmental Agreement on January 8, 2007 to provide for the annexation.

The Preliminary Plat was approved by the Town Council on March 12, 2008, which is prior to the amended, and current, subdivision code provision in 7-4-5(C)(1)(c) that requires resubmittal of the preliminary plat within 2 years unless certain criteria are met. With this request for an amended preliminary plat review, RMC 7-4-5(C)(1)(c) will apply after this hearing and any approval by the town of the preliminary plat amendment. The property and entire Weaver Annexation property was zoned Residential on May 14, 2008 via Ordinance 08-04.

The Applicant has met with staff on a number of occasions to discuss this revised plan.

For this hearing, the following documents were submitted to staff and are appended to this report:

Document	Document Date
Application	02/25/2019
RiverSage HOA Bylaws	10/08/2009
CCRs – recorded	06/26/2009 record date
CCRs – recorded amendment 1	06/10/2010 record date
Del-Mont drainage report update – Phase 2	02/19/2019
HOA Design Guidelines and Standards	01/05/2008, updated thru 8/1/2014
Narrative and HOA support	No Date, Narrative Submitted 02/25/2019; HOA letter dated 09/18/2019
Plat Note 8 Amendment - recorded	12/07/2016
Plat Notes	06/10/2009

PUD Amended Preliminary Plat Map	02/22/2019
RiverSage Phase 2 Engineering Drawings	02/21/2019
RiverSage Outlot Title Commitment	11/16/2018
Site Plan with Sketch of Park Expansion	No Date

ANALYSIS:

I. PRELIMINARY PLAT REVIEW

A. Plat Certificates (page 1)

Title

Should be "RIVERSAGE PUD – FILING NO. 2"

Dedication Certificate

- RiverSage Subdivision should be changed to RiverSage P.U.D.
- The waterline utility easement should not be dedicated to the Town as the water utility is TCWCD and there does not appear to be a waterline easement on the plat map?
- Open Space Tract No. 8 needs to be dedicated to the Town as part of the Dennis Weaver Memorial Park and should be labeled as such with the same dedication language the is on the Filing 1 Final Plat Map recorded on June 26, 2009 at reception number 200985.
- A copy of the Dallas Meadows HOA Agreement for the use of the Fire Access Easement should be provided for review by the Town. Dedicated language may need to be added to the plat map, or a reference to the agreement or other approach to memorializing what the use is and where it is on the ground, which means a survey needs completed for the Easement.
- The name of the Trustee of the Weaver Family Trust should be updated.

Lien Holder and Surveyor

Reception Number 196637 for Alpine Bank lien did not appear on the 11/16/2018 Title Commitment.

Town Attorney Certificate

The Town Attorney is J. David Reed PC, not John Kappa.

Improvements Certificates

If an SIA is to be completed with any or all phases of the development, upon final plat the standard certificate for Improvements Completion will need to be added to the plat and signed by the Town Manager.

County Treasurer's Certificate

Please add this certificate to the plat map on page 1:

I certify that as of the ____ day of _____, _____ there are no delinquent taxes due, nor are there any tax liens, against the property described herein or any part thereof, and that all current taxes and special assessments have been paid in full.

Date: _____
Ouray County Treasurer

B. Plat Notes

Staff did not confirm all the language of the plat notes. This will need completed with the final plat submittal for Filing 2 to insure the notes match Filing 1, as amended and incorporate any necessary additional notes for Filing 2.

Plat Note 4 – Open Space Tracts

Open Space Tract No. 8 is now being dedicated to the Town and needs to be removed from this plat note to read “Open Space Tracts 7 and 9 are hereby dedicated...”

Plat Note 5 – CCRs

CCR’s have been recorded and need to be inserted.

Plat Note 8 – Building Envelope Locations

An amendment to Plat Note 8 on Filing 1 was amended with the Town Council approval in October 2016. The amended note is shown on this preliminary plat for Filing 2. Before final plat approval the envelopes need to be dimensioned and legally described and physically located and marked.

C. Plat Map – page 3

Open Space Tract 9 and Easement Detail: Why “O.S. Tract No. 9”? Can that open space parcel just be part of Lot 9? The drainage easement appears to exit this Filing No. 2 and drain into the Open Space Tract No. 6 and then Dennis Weaver Memorial Park. Is there additional infrastructure in the open space and park to carry it to the river?

Geotech report: The geotechnical report recommends that structures be setback 75’ from the crest of the hill in certain areas. Applicant shall confirm that the building envelopes been placed to comply with that recommendation. This setback line should be included on the plat so if someone later asks to move a building envelope, the owner and the town will be reminded of the setback recommendation.

Fire Access Easement: this has no clear description or metes and bounds to describe where the easement is on the ground on the Open Space Tract Nos. 7 and 8.

Cul-de-sac: The cul-de-sac at the end of RiverSage Drive needs to be made into a permanent cul-de-sac and needs to be shown as a full right-of-way section on the plat map.

D. Plat Map – page 4

Land Use Tabulations Chart: In the Open Space Areas on the chart Tract 8 should be removed and added as a new category for the Dennis Weaver Memorial Park and not just Open Space.

II. ADDITIONAL COMMENTS

Subdivision Improvements Agreement, as amended: Pedestrian Bridge and Vehicle Bridge Lights

A Subdivision Improvements Agreement is in place with Phase 1. It has been amended three times with the most recent amendment recorded on 10/31/2016, which required the completion of the Foot Bridge and Vehicular Bridge lights by July 13, 2018. With the original SIA the Planning Commission and Council supported adding one more lot to the PUD, for a total of 20 lots, if the Developer agreed to construct a foot bridge over the Uncompahgre River. The pedestrian bridge was to be constructed when the hillside abutting the east of RiverSage Drive was stabilized and the erosion pond removed or minimized. The Developer intended to have the pedestrian bridge completed and installed by the end of phase one or phase two, and the Town Council allowed 2 years for the installation of the bridge. The SIA was subsequently amended twice to extend the completion date for the pedestrian bridge and associated lights. Applicant is requesting that the SIA requirements (pedestrian bridge and lights) now be forgiven as there will only be 2 phases of development with a total of 16 lots instead of 20. The Applicant has also proposed that the property that would have been Phase 3 now be dedicated to the Town as additional park space for the Dennis Weaver Memorial Park. This proposed added park property currently has a public trail section that would also be dedicated to the Town. In addition, staff believes that the lots that were planned for this area (Phase 3) were the most controversial lots in the subdivision as the homes could break the skyline here. For these reasons, staff is supportive of eliminating Phase 3, adding dedicated park space and forgiving the requirement for the pedestrian bridge as planned in the amended SIA. If the Town approves the Applicant's request a Release of SIA will need to be prepared, executed and recorded. It is prudent to have solar lights installed at both ends of the vehicular bridge as the park does see a lot of traffic and putting motorists on notice of the bridge and river below is appropriate.





Covenants, Declarations, Articles of Incorporation and Bylaws

Phase 2 will become part of the RiverSage PUD and the covenants and bylaws associated with the PUD.

Dennis Weaver Memorial Park

This Park is proposed to be expanded with this Phase 2. See notes above in the SIA paragraph.

Severed Mineral Rights

Pursuant to an August 1, 1912 US Mineral Rights patent, the United States Government reserved the right to extract ore on the Property. These patented mineral rights have likely expired, or in the alternative, the likelihood of them being exercised is minimal and should not be viewed as an impediment to this Amendment to the Preliminary Plat.

Tri-County Water Service

Tri-County should provide a letter to the Town indicating the engineering design for Phase 2 is acceptable to them.

Street lights

In light of recent discussion on dark skies and given the very rural and limited residential use within this subdivision on a dead-end street, staff is supportive of not requiring street lights.

Utilities

The Applicant has indicated that Century Link will no longer install residential underground phone lines and is working with Deeply Digital on options. Broadband infrastructure should be explored as well.

Lot Frontage

Lot 14 has less than 50' of street frontage (48.79'), which requires a variance within this PUD, which can be reviewed with this Filing 2 application and hearing.

III. ENGINEERING COMMENTS

Detailed comments on the engineering submission will be forwarded to the Applicant. In addition, the Planning Commission may wish to consider the following:

Most of the lots in this Filing 2 (9, 11, 12, 13, 15, 16) are less than 2 acres, with 3 of the lots closer to 1.5 acres. Staff understands that there is a 2-acre requirement with Ouray County such that each site has a primary and a replacement site for conventional leach fields. Only 1 lot in Filing 1 is less than 2 acres (Lot 2 is 1.944 acres). This needs to be confirmed and addressed prior to finalizing these lot sizes. Leach fields are required to be within the ½ acre building envelopes per plat note 8.

Civil Plans:

Sht 2, Water notes 11: discharge of the super chlorinated water needs to meet CDPHE requirements

Sheet 4 – will the fire access easement be improved so that passenger vehicles could exit that way in case of a fire?

Sheet 5 says driveway plan and profile are on sheet 8, but they are on sheet 9.

How much water could come down the drainage that runs through lot 15? Is the drainage easement large enough? Looks like there is a 30" culvert for just a 25 year storm (based on the drainage report update letter). If so that is a lot of water trying to make 90 degree turns. This may need to make a sweeping turn and perhaps require a larger easement. This turn may also need some erosion protection.

The discharge from this culvert it not directly to a riprapped pad. There is a sediment trap and pad shown about 80 ft downstream. What controls erosion in between? The reference to the details for the trap should be sheet 10 not 9.

The slope of the culvert is shown as 1.78% but I calculate the change in grade over the length to be 2.1% which is better for keeping the culvert clean.

Looks like the driveway for lot 15 will need a culvert too. How big does it need to be to handle the flows?

Is 43' to edge of gravel wide enough for a fire truck to turn? It may need to be 45'. We don't want a fire truck dropping a wheel on to the 3:1 slope.

Is a pedestrian walkway needed along the Chester Court right-of-way?

Sheet 6 - the embankment fill under the road needs to be structural fill, class 2 or something similar. It looks like the riprap apron on the west side of lot 9 may require a larger easement to maintain.

The barrow ditch looks to be a 3:1 slope down and in places 2' plus deep. That will probably trap smaller vehicles, but a big one could overturn. The 4:1 return will help, but it looks like they could do 4:1 down as well and make things a bit safer.

Sheet 7 - the road cross section and the road structure are much less than a typical Town street. There are 3" of asphalt and 10" of class 6 on RiverSage Drive, and 13" of class 6 for Chester Court. 13" of class 6 has quite a bit less strength than 3" of asphalt and 10" of class 6. If there is pit run or natural gravels without much clay underneath the 13" of class 6 placed and compacted in two lifts is probably OK. If there is clayey material, there should be about 16" of base for the low volume road. Additional conversation with the Town Engineer should be had on this road structure.

On the Chester Court Street section there are 2, 9' drive lanes and 2, 3' shoulders. RiverSage has 4' shoulders. Chester Court should also have 4' shoulders.

They show a 12" culvert in the driveway for Lot 14. Town minimum is 18". The 12" plug too quickly. They show flared end sections on the culvert which we require, but they are not called out.

Section E shows locations for phone and cable. There is no cable and sounds like there may be no phone. The power and gas are shown in the roadway. The Town standards call for those to be in the utility easement. The water line should have 60" of cover from finished grade not just from the upper catch slope. What is the distance from the edge of the road or the edge of the ROW to the water line? The slope of the utility easement is shown as 2:1. That is pretty steep for installing a utility.

The intersection of Chester and RiverSage shows a 6.25% cross slope on the NE side. Lena St has a 4% cross slope. 6.25% is quite steep for an intersection. What is the slope along RiverSage at the intersection?

Sheet 8 – already mentioned that power and gas are typically installed in the utility easement.

The Town standards require 500 foot maximum spacing on hydrants, with the thought that a house would not be more than 250 ft from a hydrant. The building envelopes for lots 9 and 10 are each more than 500' from the proposed hydrant. I believe they need a second hydrant near those lots.

Has TCWCD reviewed and approved the design of the water system? They are showing that downstream of the hydrant dropping from a 6" line to a 2" line. If it was served by the Town, they would be required to have the hydrant at the end of the 6" line and all the services served before the hydrant so that hydrant could be used to flush the line. I would also want an air release at the high point in the line. There is detail for one, but I did not find one on sheet 8.

How close are the water meters to the power pedestal? At 5' deep I would want to be at least 5' from the closest energized component.

Sheet 10 – How does water get out of the sediment trap? Maintenance of this trap is included in plat note 9 for drainage easement maintenance.

The temporary cul-de-sac at the end of RiverSage Drive needs improved to be permanent and also shown as a full dedicated cul-de-sac right-of-way on the plat map (at O.S. Tract No. 7). I agree with the concerns Shay heard from one of the homeowners. I don't remember the size of the temporary cul de sac or the standards to which it was constructed. The road and utility termini on Riversage Rd may need to be updated from temporary design to permanent design. I don't know on the hydrant. Need to take look at the original design.

The drainage letter indicates the basin P13 got smaller by a few acres. Where did the extra go? The letter that the pipe P14 is already installed and so they did not analyze it. If they increased the flow to that pipe, it should be analyzed again and if needed upsized.

Staff Recommendation

Staff recommends approval of this revised, preliminary plat, as a recommendation to the Town Council, upon resolution of items identified in this staff report and with the following conditions:

1. Modifications to the certificates, plat and plat notes as described in this staff report.
2. Installation of vehicle bridge lights.
3. Release of SIA for pedestrian bridge in follow up to dedication of additional park space for the Dennis Weaver Memorial Park (Open Space Tract No. 8). Work with Town Staff such that the release of the SIA does not predate the dedication of public park space. This may mean an extension of the current SIA until such time the final plat for Filing No. 2 is recorded and includes the dedicated park space.
4. Plan for broadband infrastructure.
5. Variance for lot frontage on Lot 14.
6. Submittal / clarification of civil plans as noted in this report, including but not limited to all Engineering comments, plans for RiverSage cul-de-sac, Tri-County Water Conservancy District approval of the water system design, and approval of final civil plans by the Town Engineer.
7. Confirmation that lots smaller than 2 acres meet the regulations for Individual Sewage Disposal Systems, including perc, soil type and lot configuration.
8. Payment of Excise Tax at \$1500 per residential lot.
9. Review and approval of Town Attorney on all documents submitted.
10. Any conditions of approval must be met within 90 days according to the Ridgway Municipal Code unless otherwise indicated by the Town Council.





**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, March 26th, 2019 at 5:30 p.m., to receive and consider all evidence and reports relative to the application described below:

Application for: Variance for Building Height, Variance for Parking Regulations and Access, Variance for Building Area and Conditional Use for Building Area

Location: Block 28, Lots 6-10

Address: TBD Clinton Street/N Laura Street

Zoned: Historic Business (HB)

Applicants: Artspace and HHL Architects c/o Matthew Meier

Property Owner: Town of Ridgway

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: March 14, 2019

Shay Coburn, Town Planner



TOWN HALL PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432 | 970.626.5308 | www.town.ridgway.co.us

Planning Commission Hearing Request

Official Use Only
Receipt # CHK 16868 - \$750
Date Received: 3/4/19
Initials: SC
RECEIPT # 982396

General Information

Applicant Name	Artspace Ridgway Space to Create HHL Architects, c/o Matthew Meier, AIA		Application Date	3/1/19
Mailing Address	172 Allen Street, Buffalo, NY 14201			
Phone Number	(716) 885-0743	Email	mmeier@hhlarchitects.com	
Owner Name	Artspace Projects, Inc., c/o Andrew Michaelson			
Phone Number	(612)306-1145	Email	Andrew.Michaelson@artspace.org	
Address of Property for Hearing	Lots 6, 7, 8, 9, 10 on Clinton Street, at corner of Laura Street			
Zoning District	"HB" Historic Business District			

Action Requested

- | | |
|---|---|
| <input type="checkbox"/> Deviation to Single-Family Home Design Standards 6-6 | <input checked="" type="checkbox"/> Variance 7-3-16 |
| <input type="checkbox"/> Temporary Use Permit 7-3-13(C) | <input type="checkbox"/> Rezoning 7-3-17 |
| <input checked="" type="checkbox"/> Conditional Use 7-3-14 | <input type="checkbox"/> Subdivision 7-4 |
| <input type="checkbox"/> Change in Nonconforming Use 7-3-15 | <input type="checkbox"/> Other _____ |

Brief Description of Requested Action

Proposed construction of 3-story, 26-unit mixed-used, affordable housing apartment building for Artspace Projects and Space to Create Colorado. Variances requested for building area, building height, multiple residential parking spaces & parking access. Conditional Use for a building over 7,500 SF.

Required Fee Payable to the Town of Ridgway

Temporary Use Permit	\$100.00	Subdivisions	
Conditional Use	\$100.00	a. Sketch Plan	\$200.00 (plus \$10.00 / lot or unit)
Change in Nonconforming Use	\$100.00	b. Preliminary Plat	\$400.00 (plus \$20.00 / lot or unit)
Variances & Appeals	\$150.00	c. Final Plat	\$300.00
Rezoning	\$200.00	d. Minor Subdivision	\$200.00
Other Reviews Pursuant to 7-3-18	\$100.00	e. Lot Split	\$100.00
Variance from Floodplain Regulations	\$100.00	f. Replat	\$100.00 (plus \$20.00 / lot or unit)
Deviations from Single Family Design Standards	\$100.00	g. Plat Amendment	\$100.00
		h. Planned Unit Development	See b and c above

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.



Attachments Required

For ALL Applications

- ☐ Evidence of ownership or written notarized consent of legal owner(s).
- ☒ Information proving compliance with applicable criteria (see the Ridgway Municipal Code for criteria), like a narrative, site plans, and/or architectural drawings drawn to scale on paper size of 8.5 x 11 or 11 x 17.

Conditional Use Permits

- ☒ The site plan shall show the location of building(s), abutting streets, all dimensions, off-street parking requirements, and landscaping.
- ☒ Architectural drawings shall include elevations and details of building(s).

Changes in Nonconforming Use

- ☐ Description of existing non-conformity.

Variance

- ☒ The site plan shall show the details of the variance request and existing uses within 100 ft. of property.

Rezoning

- ☐ Legal description, current zoning, and requested zoning of property.

Subdivision

- ☐ All requirements established by Municipal Code Section 7-4.
- ☐ Sketch plan submittals shall be submitted at least 21 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.
- ☐ Preliminary plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.
- ☐ Final plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.

Please note that incomplete applications will be rejected.


Applicant Signature

March 1, 2019

Date


Owner Signature

March 15, 2019

Date

ZONING REVIEW

In accordance with to Ridgway Municipal Code (Rev. 23)

Owner/Project: Artspace Ridgway
Building location: Clinton Street and N. Laura Street
Ridgway, Colorado

Date: **03/01/19**

Reviewer: A. Woodhouse

Chapter / Section	Topic	Regulations	Compliance Notes
7-3	Zoning Regulations	Zoning Map shows site is located in the "HB" Historic Business District	
7-3-2	Definitions	Gross Floor Area: The <i>heated</i> area of a building measured along the outside enclosing walls, excluding interior parking areas and outdoor common areas.	(Note that this is less than the IBC defines building area, which includes covered outdoor areas)
7-3-8	"HB" Historic Business District	<p>Community centers and multi-family residences & dwelling units in buildings w/ non-residential uses are permitted.</p> <p>Buildings with a gross floor area > 7,500 SF are a conditional use. Buildings > 15,000 SF of gross floor area not allowed.</p> <p>Parking: non-residential uses require 1 parking space / 1,650 SF of non-residential gross floor area. Add to this residential parking per section 7-3-10.</p> <p>Parking to be accessed only from an alley</p>	<p>Community Space & dwelling units comply</p> <p>Gross floor area ≈ 34,000 SF [Variance] Conditional Use required</p> <p>Non-residential parking requires 3 spaces. Residential parking requires 42 spaces. Total parking required = 45 Actual parking count = 26 [Variance for 19 spaces]</p> <p>Street access [Variance] Driveway curb cut requires Planning Commission review & approval</p>

Chapter / Section	Topic	Regulations	Compliance Notes
7-3-10	Dimensional & Off-Street Parking Requirements	<p>Front/side setbacks: 8' -- reduce to 4' if drainage from roof is directed away from abutting property; further reduce to 0' if building on abutting lot can be built up to abutting property line</p> <p>3rd story front setback: additional 15' but may be reduced or eliminated where 3rd story design provides visual relief</p> <p>Structure height: 35'</p> <p>Parking requirements: 2 spaces per dwelling unit except 1 space per studio (≤600 SF) Parking spaces minimum 8'x20'</p>	<p>Front setbacks = 0' Side setbacks are 4' or more</p> <p>3rd story setbacks eliminated subject to Planning Commission review & approval</p> <p>Structure height ≈ 39' [Variance]</p> <p>(Residential parking requirement added to total parking required under section 7-3-8)</p>
7-3-14	Signs	Sign Permit required for building signs	
7-3-14	Conditional Uses	At discretion of Planning Commission	Buildings in "HB" District w/ a gross floor area greater than 7,500 SF are a Conditional Use
7-3-16	Variances and Appeals	<p>At discretion of Planning Commission for: Dimensional requirements & Off-Street Parking Requirements</p> <p>No variance shall be granted from the provisions governing "Uses By Right" and "Conditional Uses"</p>	<p>Variances required:</p> <ul style="list-style-type: none"> - Building Area - Off-street parking count - Parking access - Structure height
7-3-18	Review Procedure	<ul style="list-style-type: none"> - All variances & other review actions may be submitted under one application form, supplied by the Town - Public Hearing date set after application submitted - 10 day public notice - Hearing may be continued at other times if necessary - Board announces decision within 20 days of completion of hearing - Town can appeal decisions - Board approval may be conditional or limited 	

What is Artspace Ridgway Space to Create?

Artspace's Ridgway Space to Create is one of nine real estate development projects for Space to Create Colorado, a state-led initiative to create affordable workforce housing and workspace in rural Colorado communities, and is the first to be selected in a competitive statewide process. Located in Southwest Colorado near the San Juan Mountains, this town of 980 people can be seen as the backdrop in the film "True Grit." The Ridgway Space to Create new construction will provide 26 studios, one-, and two-bedroom units of low-income workforce housing, as well as 3,000 square feet of community space, in the Town of Ridgway's downtown core, which is also a certified Creative District. This project will align with the Town's clear goals for affordable housing production, Main Street economic development, and added density and volume; and will leverage the Creative District and recently completed Ramp up Ridgway project with the Colorado Department of Transportation, which will pave downtown Ridgway streets for the first time.

This proposed project includes a full-block 3-story, 34,000 square foot, 'L' shaped building with the public facades aligning with the sidewalks along Clinton (south) & Laura (west) Streets. At-grade parking for residents is provided below and behind, with access from Laura and Clinton, via the public alley. The resident entrance is located at the southeast corner of the building, with community/commercial storefront space centered in the building along the main street façade; Clinton. In the intersection of the building legs, is an open-air courtyard with a 3-story mural wall. The courtyard is located immediately behind the community space, which also opens to it and the street with moving glass walls. Rooftop decks are provided on the 2nd & 3rd levels immediately above the commercial space – opening across the residential corridor to the open-air courtyard. This enables interactive uses throughout all levels of the building & site. There is another rooftop deck above the resident entrance, providing spectacular views of the San Juan Mountain range.



Figure 1: Aerial View of proposed building in context of existing Clinton & Laura Street buildings

Minneapolis-based Artspace Projects, Inc. has a mission is to create, foster, and preserve affordable space for artists and arts organizations. Established in 1979 to serve as an advocate for artists' space needs, Artspace effectively fulfilled that mission for nearly a decade. By the late 1980s, however, it was clear that the problem required a more proactive approach, and Artspace made the leap from advocate to developer. Since then, the scope of Artspace's activities has grown dramatically. Artspace is now a national leader in the field of developing affordable space that meets the needs of artists through the adaptive reuse of historic buildings and new construction. In 2015, Colorado Governor John Hickenlooper established "Colorado", the nation's first state-driven initiative for affordable housing for artists. The program involves a consortium of public and private partners including the Colorado Office of Economic Development's Colorado Creative Industries, the Department of Local Affairs, History Colorado, Boettcher Foundation and Artspace. As a lead partner, Artspace will develop affordable housing and work space for artists and arts organizations in nine (9) rural Colorado communities. In addition to Ridgway's proposed Space to Create, Artspace's Trinidad Lofts is the second Space to Create location, which is now under construction.



Figure 2: Concept View of Front Façade along Clinton Street

The Ridgway Space to Create building is designed to fit into the context and scale of the historic district and the main street (Clinton). The full-block massing has been divided vertically with form and use of materials, reflecting the regions past and future. Brick, corrugated metal, and wood clapboard siding are strategically used to create a modulation pattern along the streets, yet still be integrated 'whole' to be understood as a single facility for Artists and the creative residents of Ridgway. The ground floor storefronts within the middle of the building along Clinton, are intended to enable high visibility (inside & out) but also to be opened, to enable activation of the interior right out onto the sidewalks.

The 2nd & 3rd floors are accessed by stairs, but the ground floor commercial spaces and the three (3) apartment units on the ground floor provide handicapped access. Trash and other service functions will be accessed along the public alleys to the east and north. New water, gas and electrical utilities are provided, including separate meters for the apartment dwellers, along with energy-efficient heating & ventilation systems in the apartments and commercial spaces, along with new plumbing fixtures and lighting.

Along Laura Street, residential parking will be access by driving under the building to the open lot, or vehicles can exist from the lot back onto Laura Street. Since the site naturally slopes downward heading north, at the northwest corner of the building, we've adjusted the façade & roof design, and have stepped the floors downward in order to reduce the height to be more complimentary to its surroundings where the neighborhood scale transitions to a more single-family residential scale.



Figure 3: Concept View of the Northwest corner along Laura Street

Currently in the early conceptual design stages, Artspace is pursuing funding strategies, with the hope that the project could be funded, designed, and under construction some time in 2020, and maybe opened for use in 2021 - becoming a significant new addition to Ridgway's growing creative district!



Figure 4: Concept View of for the Southeast corner adjacent to the alley & Kate's Place



HHL Architects



artspace





HHL Architects



artspace





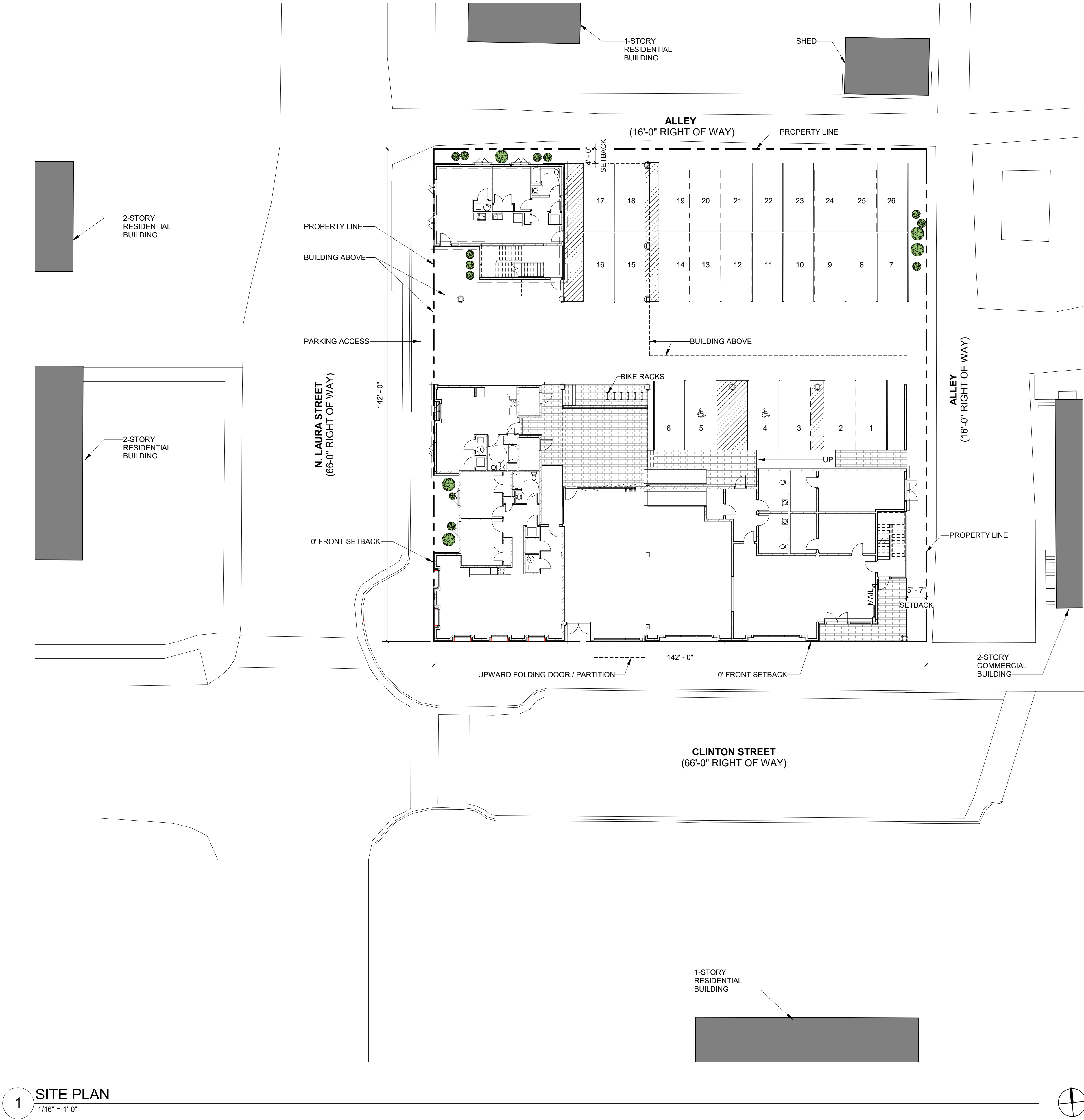
HHL Architects



artspace



GROSS BUILDING AREA	
Name	Area
GROUND FLOOR	7977 SF
SECOND FLOOR	13056 SF
THIRD FLOOR	13091 SF
Grand total	34124 SF



1 SITE PLAN
1/16" = 1'-0"

DRAWING SUBMISSION STATUS: [X] NOT FOR CONSTRUCTION [X] SCHEMATIC DESIGN [] DESIGN DEVELOPMENT [] CONSTRUCTION DOCUMENTS [] ISSUED FOR CONSTRUCTION

DRAWING
SITE PLAN

SEAL

ISSUE DATE: 3.1.2019

DRAWING NUMBER

A-100

ARCHITECT OF RECORD

**HHL Architects**
772 Allen Street, Buffalo, New York 14201
716.885.0745 • F: 716.885.6414
HHLarchitects.com

PROJECT NAME/LOCATION:
DESCRIPTION [NEW CONSTRUCTION]

ARTSPACE RIDGWAY

REVISIONS AFTER ISSUANCE
NO. DATE

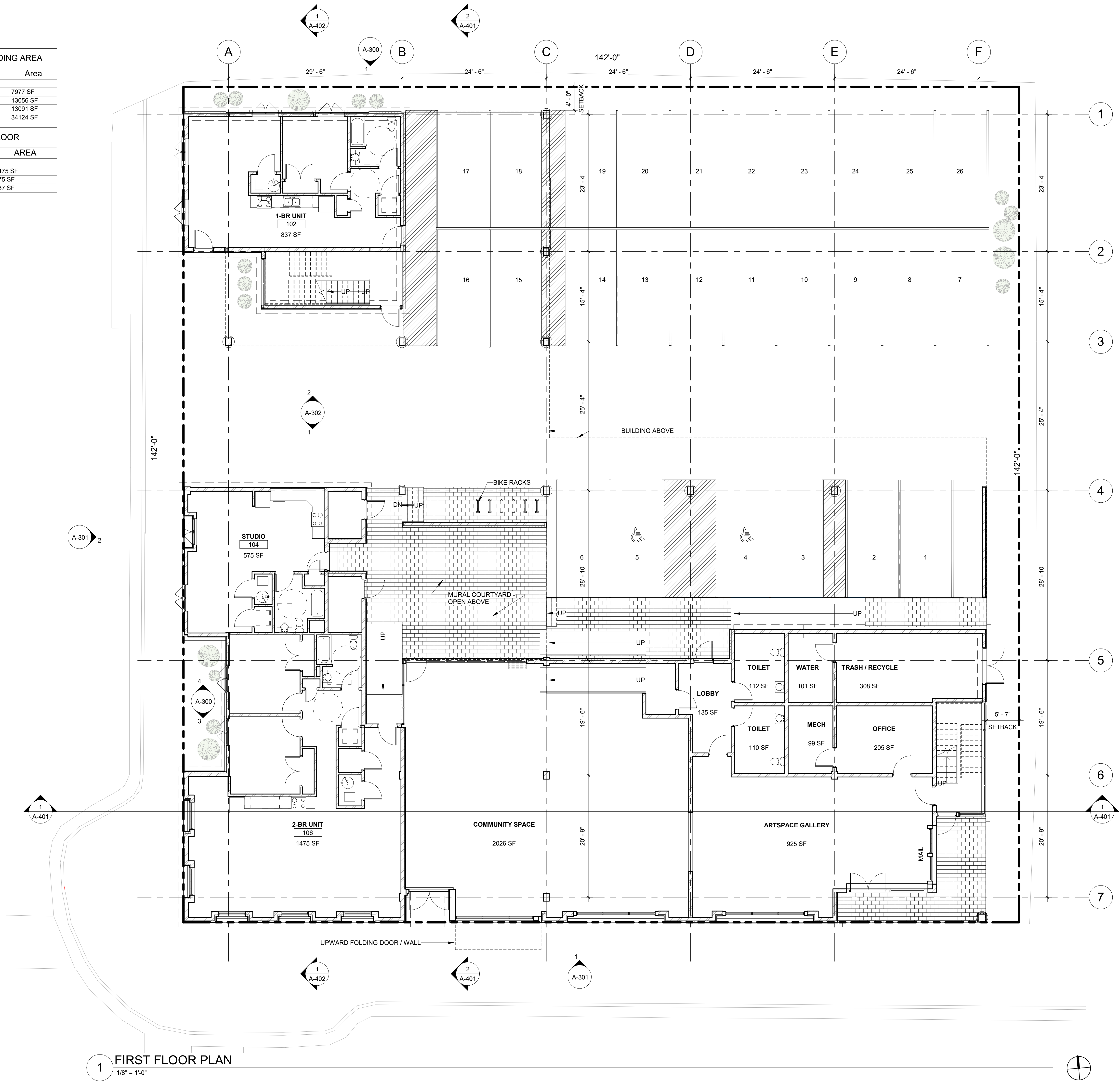
DESCRIPTION

ARTSPACE

PROJECT NUMBER: 1806.00

GROSS BUILDING AREA	
Name	Area
GROUND FLOOR	7977 SF
SECOND FLOOR	13056 SF
THIRD FLOOR	13091 SF
Grand total	34124 SF

UNIT SCHEDULE- GROUND FLOOR		
UNIT #	UNIT TYPE	AREA
106	2-BR UNIT	1475 SF
104	STUDIO	575 SF
102	1-BR UNIT	837 SF



1 FIRST FLOOR PLAN
1/8" = 1'-0"

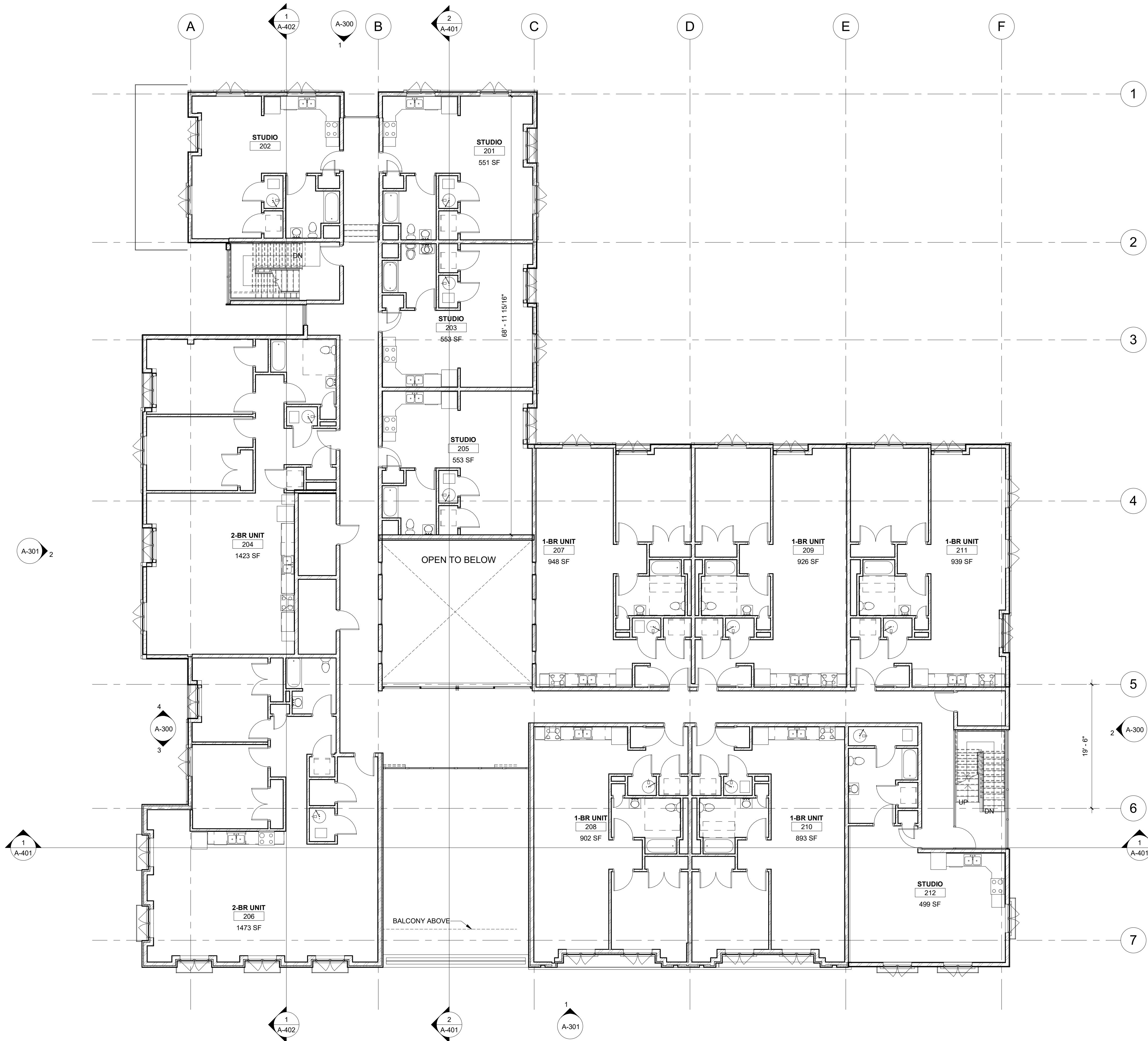
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DRAWING ARCHITECT OF RECORD
FIRST FLOOR PLAN
SEAL

REVISIONS AFTER ISSUANCE	DESCRIPTION
NO.	DATE

ISSUE DATE: 3.1.2019
DRAWING NUMBER
A-101

HHL Architects
772 Allen Street, Buffalo, New York 14201
716.885.0748 • F: 716.885.6414
hhlarchitects.com

PROJECT NAME/LOCATION:
DESCRIPTION [NEW CONSTRUCTION]
ARTSPACE RIDGWAY
ARTSPACE
PROJECT NUMBER: 1806.00



1 SECOND FLOOR PLAN
1/8" = 1'-0"

GROSS BUILDING AREA	
Name	Area
GROUND FLOOR	7977 SF
SECOND FLOOR	13056 SF
THIRD FLOOR	13091 SF
Grand total	34124 SF

UNIT SCHEDULE- SECOND FLOOR		
UNIT #	UNIT TYPE	AREA
201	STUDIO	551 SF
202	STUDIO	537 SF
203	STUDIO	553 SF
204	2-BR UNIT	1423 SF
205	STUDIO	553 SF
206	2-BR UNIT	1473 SF
207	1-BR UNIT	948 SF
208	1-BR UNIT	902 SF
209	1-BR UNIT	926 SF
210	1-BR UNIT	893 SF
211	1-BR UNIT	939 SF
212	STUDIO	499 SF

DRAWING SUBMISSION STATUS: [X] NOT FOR CONSTRUCTION [X] SCHEMATIC DESIGN [] DESIGN DEVELOPMENT [] CONSTRUCTION DOCUMENTS [] ISSUED FOR CONSTRUCTION

DRAWING
SECOND FLOOR PLAN

ISSUE DATE: 3.1.2019

ARCHITECT OF RECORD
HHL Architects
772 Allen Street, Buffalo, New York 14201
716.885.0748 • F: 716.885.6414
HHLarchitects.com

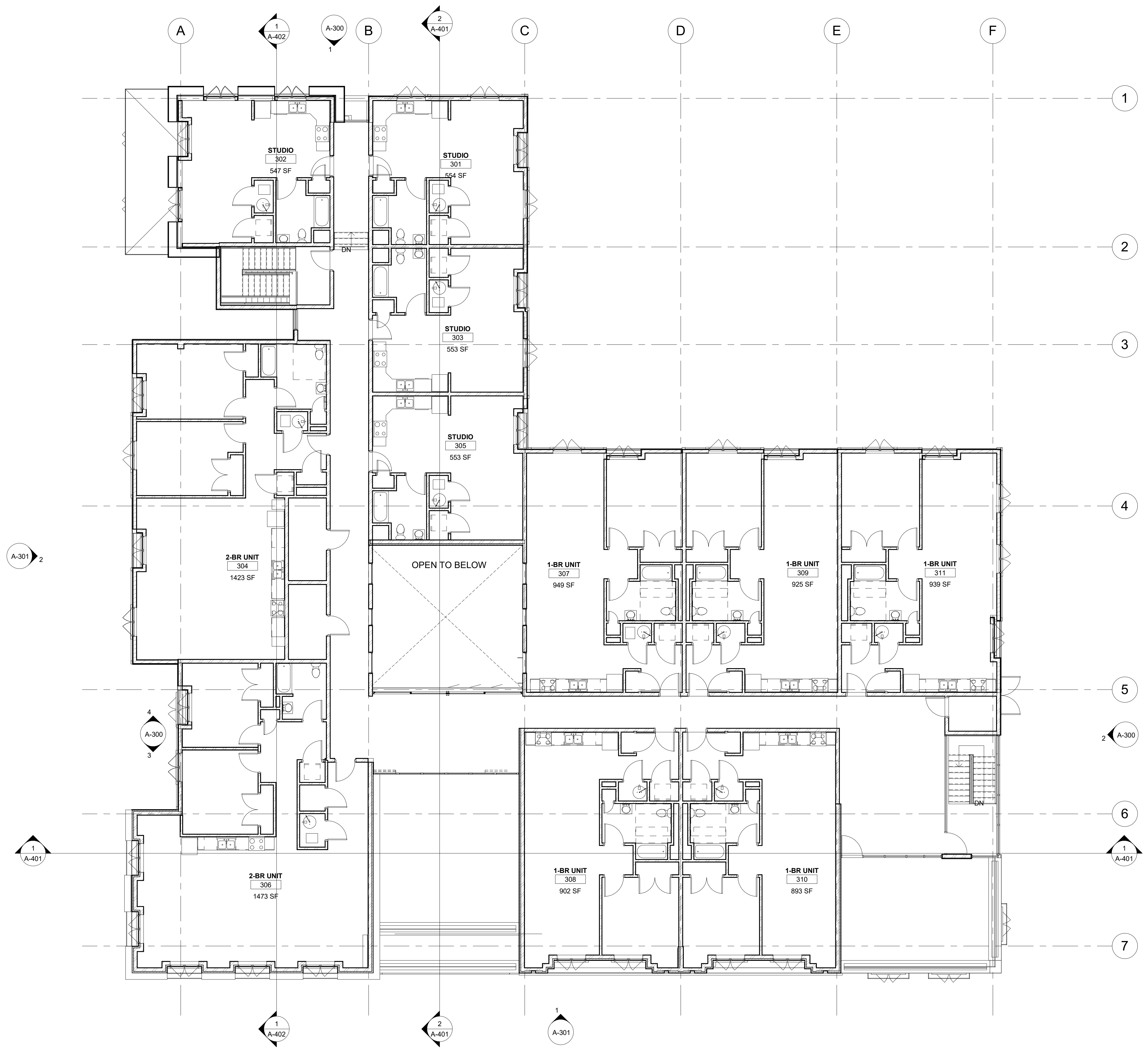
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NO. DATE DESCRIPTION

DRAWING NUMBER
A-102

PROJECT NAME/LOCATION:
DESCRIPTION [NEW CONSTRUCTION]
ARTSPACE RIDGWAY

PROJECT NUMBER: 1806.00

ARTSPACE



1 THIRD FLOOR PLAN
1/8" = 1'-0"

GROSS BUILDING AREA	
Name	Area
GROUND FLOOR	7977 SF
SECOND FLOOR	13056 SF
THIRD FLOOR	13091 SF
Grand total	34124 SF

UNIT SCHEDULE- THIRD FLOOR		
UNIT #	UNIT TYPE	AREA
301	STUDIO	554 SF
302	STUDIO	547 SF
303	STUDIO	553 SF
304	2-BR UNIT	1423 SF
305	STUDIO	553 SF
306	2-BR UNIT	1473 SF
307	1-BR UNIT	949 SF
308	1-BR UNIT	902 SF
309	1-BR UNIT	925 SF
310	1-BR UNIT	893 SF
311	1-BR UNIT	939 SF

DRAWING SUBMISSION STATUS: [X] NOT FOR CONSTRUCTION [X] SCHEMATIC DESIGN [] DESIGN DEVELOPMENT [] CONSTRUCTION DOCUMENTS [] ISSUED FOR CONSTRUCTION

DRAWING
THIRD FLOOR PLAN

ISSUE DATE: 3.1.2019

DRAWING NUMBER
A-103

ARCHITECT OF RECORD
HHL Architects
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HHLarchitects.com

REVISIONS AFTER ISSUANCE
NO. DATE DESCRIPTION

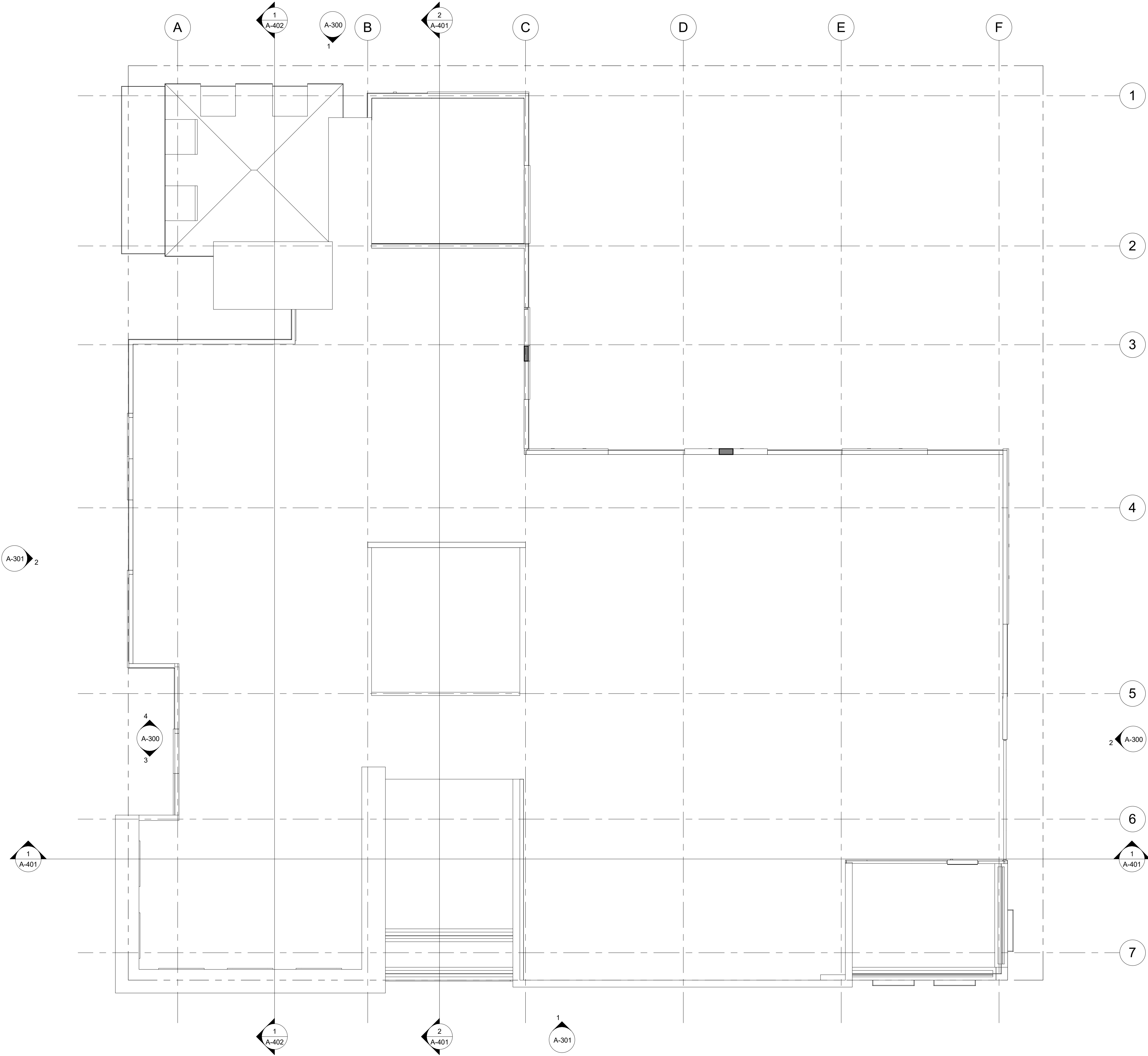
SEAL

PROJECT NAME/LOCATION:
DESCRIPTION [NEW CONSTRUCTION]
ARTSPACE RIDGWAY

ARTSPACE

PROJECT NUMBER: **1806.00**

1 ROOF S.L.
1/8" = 1'-0"



ROOF ASSEMBLIES

- 1 ASPHALT ROOF SHINGLES
- 2 SINGLE-PLY ROOF SYSTEM
- INDICATES EXTENTS OF ICE & WATER SHIELD

DRAWING SUBMISSION STATUS: [X] NOT FOR CONSTRUCTION [X] SCHEMATIC DESIGN [] DESIGN DEVELOPMENT [] CONSTRUCTION DOCUMENTS [] ISSUED FOR CONSTRUCTION

DRAWING

ROOF LEVEL PLAN

ARCHITECT OF RECORD

PROJECT NAME/LOCATION:

DESCRIPTION [NEW CONSTRUCTION]

ARTSPACE RIDGWAY

ARTSPACE

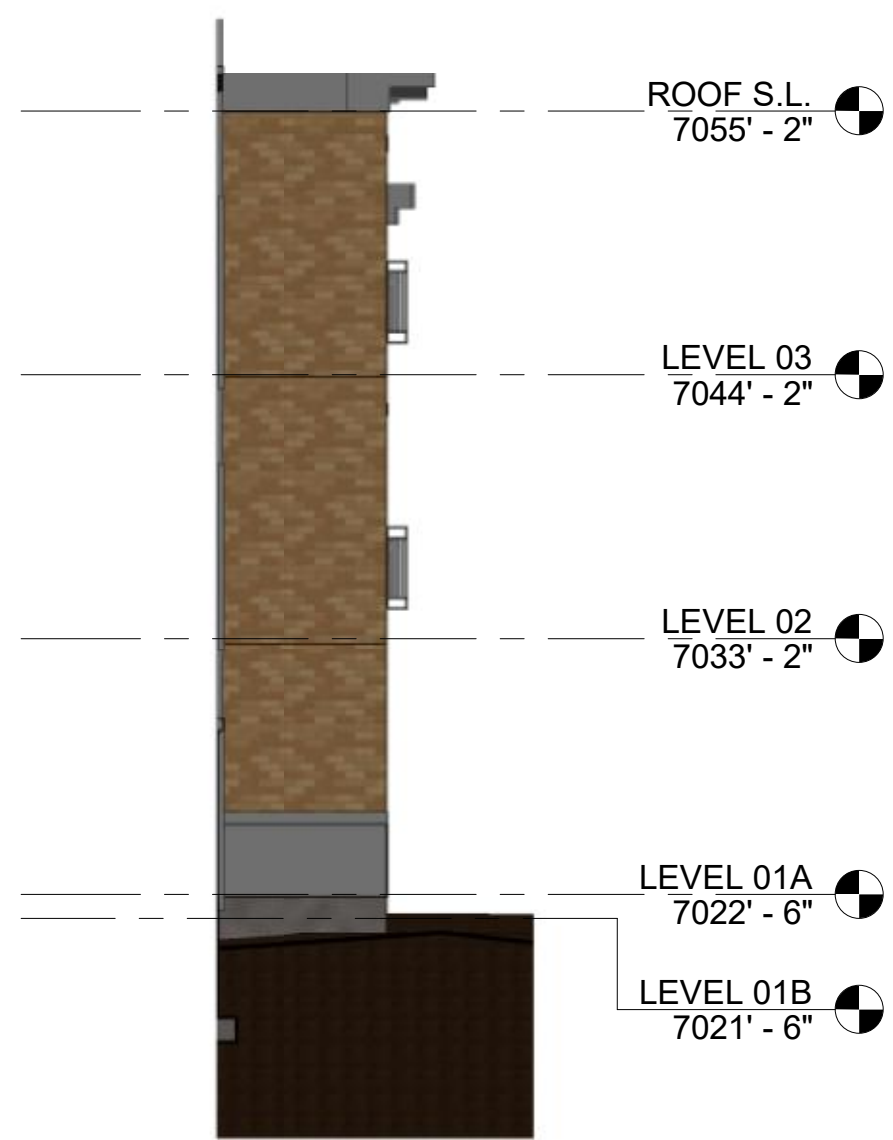
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ISSUE DATE: 3.1.2019

DRAWING NUMBER

A-104

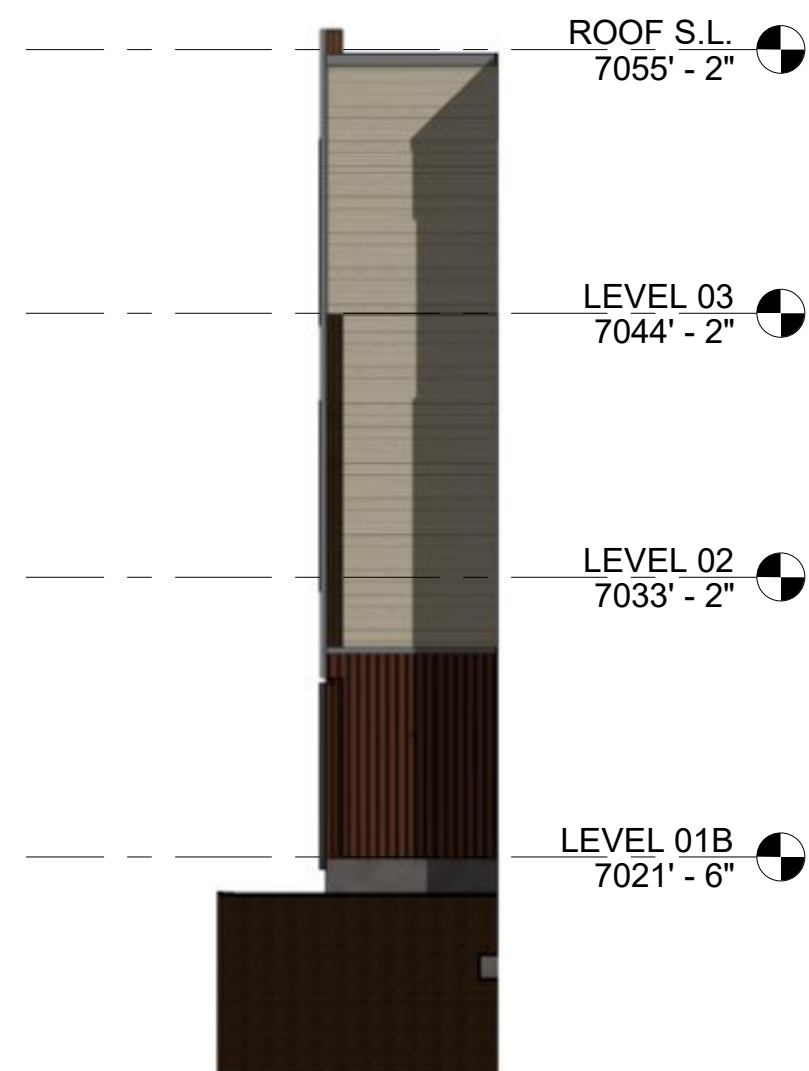
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hhlarchitects.com



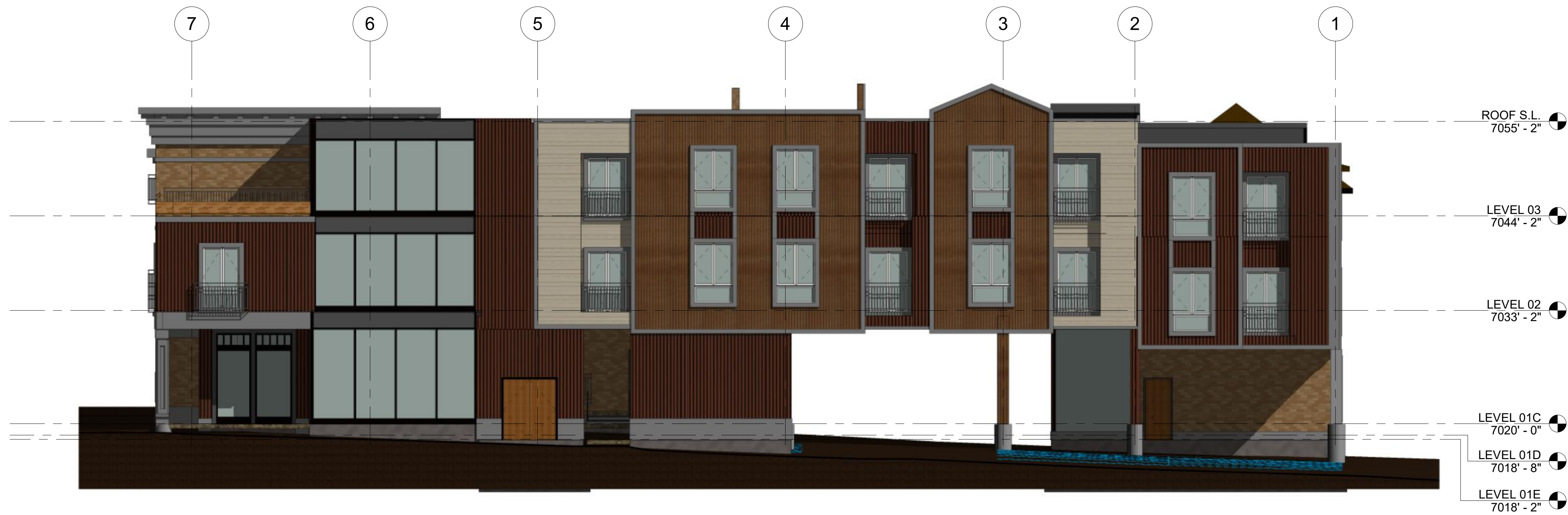
3 NORTH ELEVATION - RECESS
1/8" = 1'-0"



1 NORTH ELEVATION
1/8" = 1'-0"



4 SOUTH ELEVATION - RECESS
1/8" = 1'-0"



2 EAST ELEVATION
1/8" = 1'-0"

DRAWING SUBMISSION STATUS: [X] NOT FOR CONSTRUCTION [X] SCHEMATIC DESIGN [] DESIGN DEVELOPMENT [] CONSTRUCTION DOCUMENTS [] ISSUED FOR CONSTRUCTION

PROJECT NAME/LOCATION: ARTSPACE RIDGWAY		PROJECT NUMBER: 1806.00	
DESCRIPTION [NEW CONSTRUCTION]		ARTSPACE	
HHL Architects 712 Allen Street, Buffalo, New York 14201 716.885.0745 • F: 716.885.6414 HHLarchitects.com			
ARCHITECT OF RECORD			
DRAWING EXTERIOR ELEVATIONS		REVISIONS AFTER ISSUANCE NO. DATE DESCRIPTION	
SEAL		ISSUE DATE: 3.1.2019	
DRAWING NUMBER A-300			



1 SOUTH ELEVATION
1/8" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"

DRAWING SUBMISSION STATUS: [X] NOT FOR CONSTRUCTION [X] SCHEMATIC DESIGN [] DESIGN DEVELOPMENT [] CONSTRUCTION DOCUMENTS [] ISSUED FOR CONSTRUCTION

DRAWING
EXTERIOR ELEVATIONS

ISSUE DATE: 3.1.2019
DRAWING NUMBER
A-301

SEAL
REVISIONS AFTER ISSUANCE
NO. DATE DESCRIPTION

ARCHITECT OF RECORD

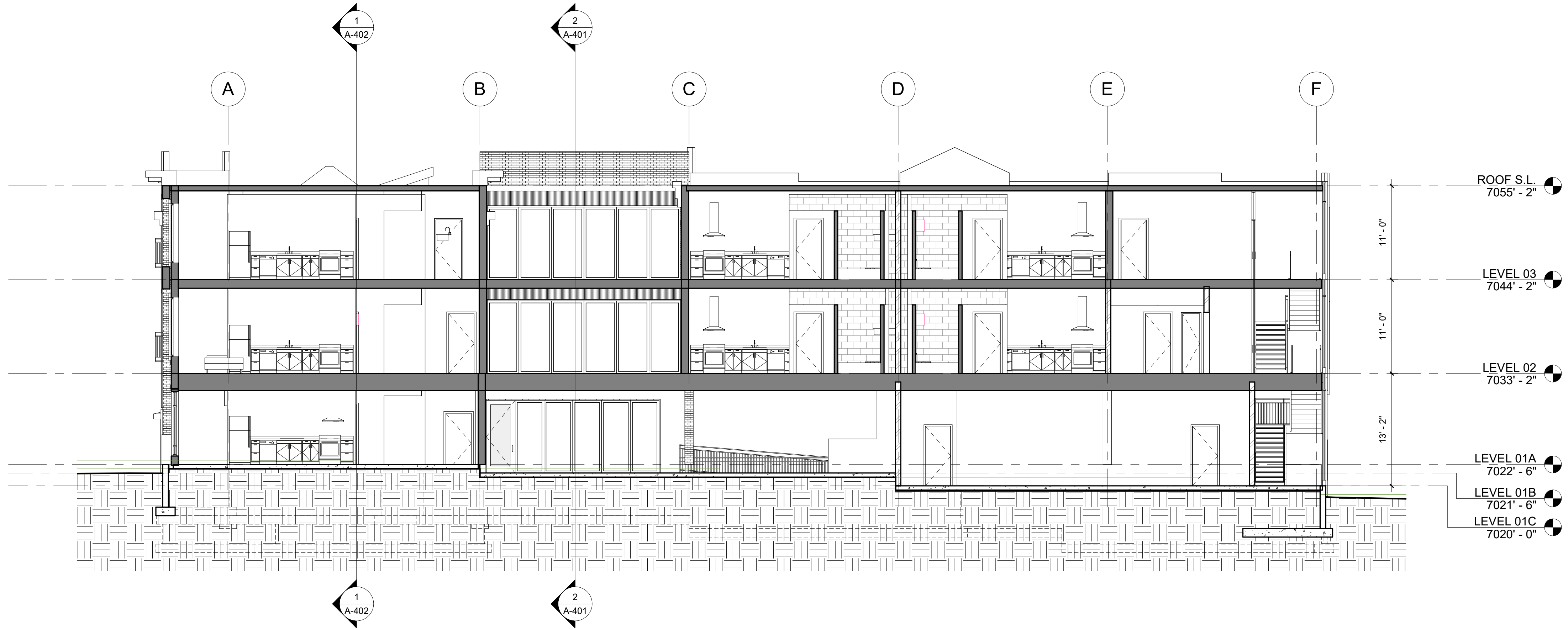
HHL Architects
772 Allen Street, Buffalo, New York 14201
716.885.0748 • F: 716.885.6414
HHLArchitects.com

PROJECT NAME/LOCATION:
DESCRIPTION [NEW CONSTRUCTION]
ARTSPACE RIDGWAY

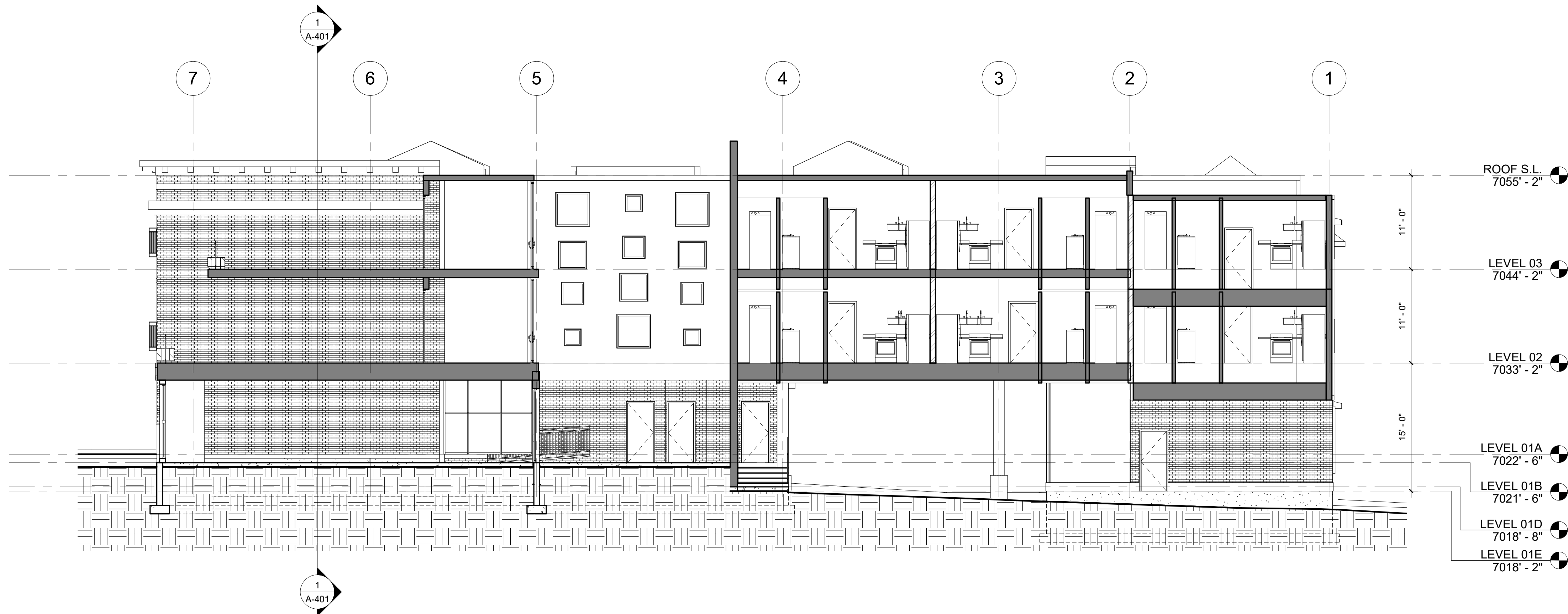
ARTSPACE

PROJECT NUMBER: 1806.00





1 BUILDING SECTION A
1/8" = 1'-0"



2 BUILDING SECTION B
1/8" = 1'-0"

DRAWING SUBMISSION STATUS: [X] NOT FOR CONSTRUCTION [X] SCHEMATIC DESIGN [] DESIGN DEVELOPMENT [] CONSTRUCTION DOCUMENTS [] ISSUED FOR CONSTRUCTION

DRAWING

BUILDING SECTIONS

PROJECT NAME/LOCATION:
DESCRIPTION [NEW CONSTRUCTION]
ARTSPACE RIDGWAY

REVISIONS AFTER ISSUANCE
NO. DATE DESCRIPTION

ISSUE DATE: 3.1.2019

DRAWING NUMBER

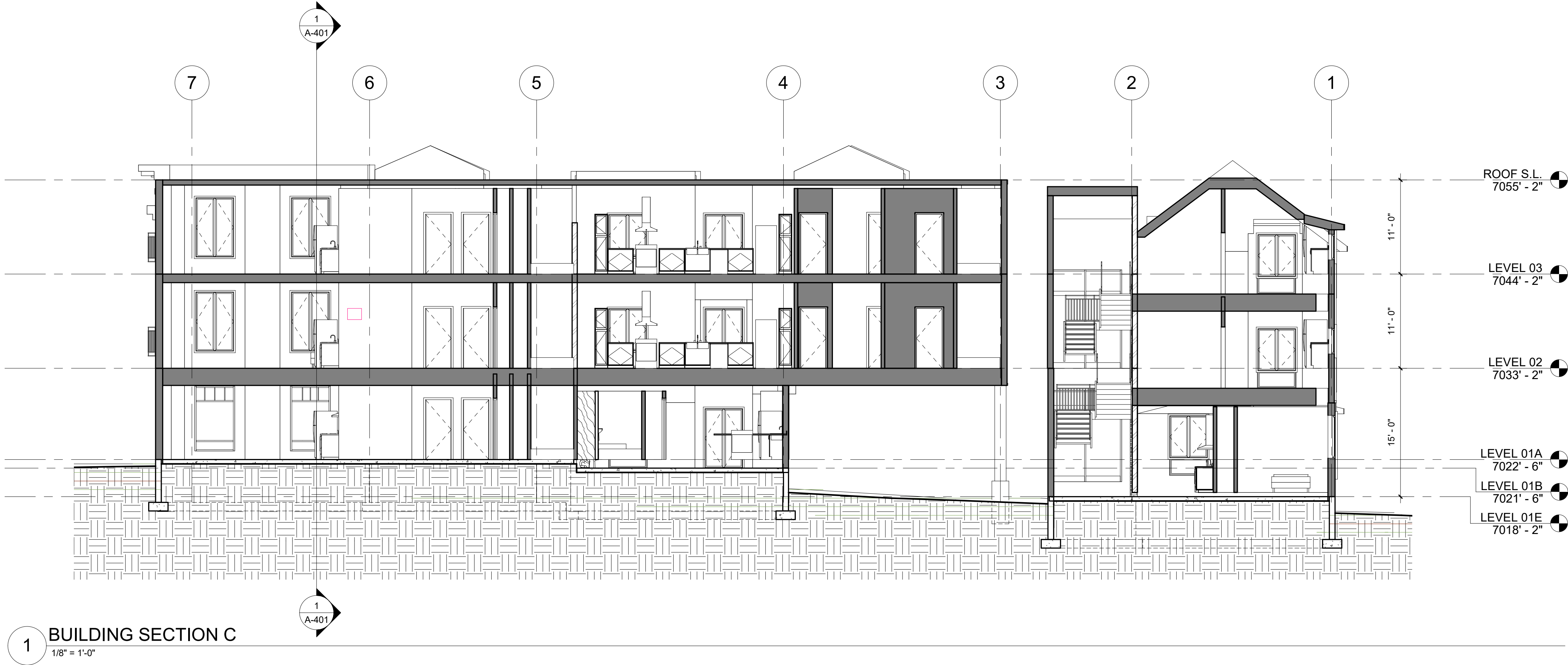
A-401

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HHLarchitects.com

ARCHITECT OF RECORD

ARTSPACE

PROJECT NUMBER: 1806.00



DRAWING SUBMISSION STATUS: [X] NOT FOR CONSTRUCTION [X] NOT FOR CONSTRUCTION [X] SCHEMATIC DESIGN [] DESIGN DEVELOPMENT [] CONSTRUCTION DOCUMENTS [] ISSUED FOR CONSTRUCTION

PROJECT NAME/LOCATION: ARTSPACE RIDGWAY		PROJECT NUMBER: 1806.00	
ARTSPACE			
ARCHITECT OF RECORD			
HHL Architects 712 Allen Street, Buffalo, New York 14201 716.885.0745 • F: 716.885.6414 HHLarchitects.com			
BUILDING SECTIONS			
REVISIONS AFTER ISSUANCE NO. DATE DESCRIPTION			
SEAL			
ISSUE DATE: 3.1.2019			
DRAWING NUMBER			
A-402			



172 Allen Street, Buffalo, New York 14201 ■ 716.885.0743 ■ F: 716.885.6414 ■ HHLArchitects.com

March 8, 2019

Ms. Shay Coburn,
Town Planner
Town of Ridgway
PO Box 10
201 N. Railroad Street
Ridgway, Colorado 81432

**Re: Artspace Ridgway Space to Create
 Criteria for Variances and Conditional Use**

Dear Shay,

Following is a summary of the variances and conditional use being requested for the for Artspace Ridgway Space to Create project, along with explanations for how the proposed design meets the criteria stated in the Ridgway Municipal Code for allowing variances and conditional uses.

We are requesting a variance for building height based upon the criteria of 7-3-16(A) in the Ridgway Municipal Code. The request is for a structure height of up to 39' compared to the allowable height of 35' in "HB" Historic Business District. As we understand the Ordinance, there are two criteria to meet under 7-3-16(A) regarding this variance. First, there are practical difficulties in complying with the strict Zoning Ordinance height limitation because the upper floors need to be high enough to accommodate parking below parts of the second floor, and the Artspace program requires a minimum of 9'-0" ceiling heights, which when factoring the floor construction depth, establishes 11'-0" floor-to-floor heights. Secondly, the spirit of the Zoning Ordinance will be observed in that modulations in the structure height helps us achieve variations in the scale of the facade, a design characteristic of the Historic Business District. The project's long façade requires a slightly greater range of building heights in order to achieve this, and has no detrimental effects on the public health, safety and welfare.

A variance for parking spaces and parking access is also being requested based upon the criteria of 7-3-16(A) and (B). This request is for a reduction in off-street parking from 45 spaces required to 26 spaces proposed. Of these 26 spaces, 3 satisfy the non-residential parking requirement calculated per 7-3-8(E)(4). The first variance criteria requirement under 7-3-16(A) is met in that there are practical difficulties in complying with the strict Zoning Ordinance parking requirement due to the practical limitation of lot size, which was selected by the Town of Ridgway for the Artspace project. However, the spirit of the Zoning Ordinance is observed by providing off-street parking areas screened from the streets by the massing of the building and with landscape buffers. The variance also meets the criteria of 7-3-16(B)(2) by considering the impact of large off-street parking lots not being congruent with the downtown streetscape. Consideration should be given to the Historic Business District's pedestrian friendly streetscapes, mitigating the need for automobile travel by residents of the building. The proposed parking is accessed from the alleyways as prescribed in the district, with the addition of one driveway access near the middle of the property facing N. Laura Street, comparable in scale to other parking access drives in the district.

A variance for building size is being requested based upon the criteria of 7-3-16(A). This joint Artspace Ridgway Space to Create project requires a certain minimum number of apartments to be considered 'fundable' though the Colorado Housing Funding Authority. We believe that twenty-six apartment units is near the minimum quantity CHFA would consider appropriate for this effort. The variance request is for a gross floor area of up to 35,000 SF. It would be practically impossible to fit the program in a building that was limited to the 15,000 SF permitted in the "HB" Historic Business District. Nonetheless, the spirit of the ordinance is observed by the sensitive articulation of the building mass and facades to give the visual effect of attached buildings based on the scale of the historic lot sizes. The project combines five lots into one parcel—if they were kept separate and five buildings were separately constructed in strict compliance with the Zoning Ordinance, it would be comparable in size. Also, there are no detrimental effects on the public health, safety and welfare.

A conditional use for a building with a gross floor area greater than 7,500 SF is also requested, as required by the Zoning Ordinance. The criteria for conditional uses as stated in 7-3-14 are met for the same reasons given in the preceding paragraph justifying the building size. Furthermore, it should be noted there are adequate streets with sizable sidewalks in this neighborhood to handle the vehicular and pedestrian traffic generated by the use with safety and convenience. The mixed-use program is compatible with existing uses in the area and will not have an adverse effect on other property values. Nuisances such as traffic hazards, sound or light pollution will not be generated. We believe the visual impact due to the building size is successfully mitigated by the mass and scale of the proposed design.

If you have any questions, please do not hesitate to contact us. We are looking forward to presenting this exciting Artspace Ridgway Space to Create project as well as describing these requests in person at the schedule Planning Commission Meeting on March 26, 2019.

Sincerely,



Matthew W. Meler, AIA
Partner Architect

cc: Kenneth Riter, Andrew Woodhouse, Andrew Michaelson

STAFF REPORT

Request: Variance for Building Height, Variance for Parking Regulations and Access, Variance for Building Area and Conditional Use for Building Area

Legal: Town of Ridgway Block 28, Lots 6-10

Addresses: TBD Clinton Street/N Laura Street

Parcel #: 430516209003

Zone: Historic Business (HB)

Applicants: Artspace and HHL Architects c/o Matthew Meier

Owner: Town of Ridgway

Initiated By: Jen Coates, Town Manager; Shay Coburn, Town Planner; Diedra Silbert, Community Initiatives Facilitator

Date: March 26, 2019

REQUEST

The subject property is located in the Historic Business (HB) district near the center of town on Clinton and N Laura Street. The property includes Lots 6 through 10 of Block 28. The Applicants are requesting the following:

1. Building Height: Variance for building height with review of 3rd story setback.
2. Onsite Parking: Variance for residential parking spaces required and parking access.
3. Building Size: Variance for building area greater than 15,000 square feet and conditional use for building area over 7,500 square feet.

The Applicants submitted an application, narrative letter, zoning review document dated March 1, 2019, a detailed written description of the project, multiple images of a 3-D model, and full architectural plans. The property and hearing have been noticed and posted pursuant to the Town's regulations.



BACKGROUND

Space to Create Colorado is a state-led initiative to create affordable workforce housing and workspace throughout rural Colorado. This effort is led by the Colorado Office of Economic Development and International Trade (OEDIT), the Colorado Department of Local Affairs (DOLA), the Boettcher Foundation, Artspace, and History Colorado. The Town of Ridgway was awarded this Space to Create project after a competitive application process throughout southwestern Colorado. Trinidad is the pilot project for the initiative and Ridgway is the first community to receive the award through the competitive process. Subsequently awarded communities include Paonia and Grand Lake. Five additional communities are planned to participate in the initiative for rural, affordable, workforce housing. This initiative is unique to

Colorado, being the first of its kind nationwide. See **Exhibit A: December 26, 2018 Denver Business Journal Article on the Colorado Space to Create Initiative.**

Since the project was awarded in 2016, the Town and partners have worked hard to understand what the housing and workspace needs are in the community. There have been numerous public discussions and meetings as well as a few market studies completed including: a preliminary feasibility study, a market survey (with more than 440 respondents) and a Market Feasibility Analysis. In addition, the Town has worked with project partners, stakeholders, a community task force, and Ridgway residents and businesses to gather input on the project and the exterior building form. The architectural renderings submitted as part of this application are the result of significant (more than two years) community input and research on how this project can work in Ridgway financially while achieving the goal of providing long-term affordable and financially sustainable workforce housing and working spaces.

The Town purchased the subject property for this project in October 2016. The property was intentionally purchased for its location in the heart of the community, in the Historic Business district, and as an anchoring corner of the recent downtown investment project with utilities and infrastructure in place. This location will support the vibrancy of the downtown area while leveraging the recently completed Ramp Up Ridgway downtown streetscape improvements. This property has served as a great temporary parking lot, which the town intentionally established for the community to use during construction of the large downtown street improvement project in 2016-2017.

The proposed project is planned to include 26 live/work units – a mix of studios, one-bedroom, and two-bedroom units – as well as about 3,000 square feet of community/non-residential space. The units will be deed-restricted for at least 40 years, although the Applicant's typical project model is perpetual deed-restriction. The units will be rented and restricted to households making between 40-60% of the Area Median Income. The building is proposed to be 3-stories and about 34,000 square feet. The property will feature at-grade parking, buffered from view along the public streets. The community or non-residential space will be along the main building façade along Clinton Street with residences along the west aspect of the property at Clinton Street and along North Laura Street to transition to the Historic Residential neighborhood. A lot of attention has been paid to the design of this building to be sure that it respects the existing fabric of the town and incorporates the numerous inputs from the public meetings and core group. Please see the detailed written description of the project submitted by the Applicant for more information.

The exact details of how the affordable units will work is still in development and will depend on the financing available for construction. At this time, the units are planned to be financed in-part with tax credits, creating long-term rental units with a long-term to permanent restriction based on income. Given that affordable workforce housing is one of the top priorities for this town, if not the top priority, this project is critical to providing constructed, habitable units on the ground. Ridgway has been working for more than two decades to secure affordable, workforce housing with some moderate success through a variety of extensive efforts. This will be the first project in Ouray County to provide long-term, deed-restricted affordable, rental housing. As of the date of this report, only two of the deed-restricted, ownership units in the River Park PUD remain deed-restricted. The other eight units have lost their deed-restrictions and are now market-rate units. There are no other deed-restricted, affordable rental or owner units in Ouray County. Rent restrictions are extremely difficult to achieve in Colorado. Tax credits are the one mechanism that provides for this type of deed restriction.

The proposed architecture for the project was designed with significant input from the Ridgway community. A core group of

TOWN OF RIDGWAY AND
ARTSPACE INVITE YOU TO AN:

OPEN HOUSE
with Proposed Concept
Drawings for

**RIDGWAY SPACE
TO CREATE**



Thursday, October 4, 2018
6:00 - 8:00 P.M.
Town Hall Community Room

Your input is needed!



citizens volunteered to direct the design team on the architecture and other design components of the project. This core group of community volunteers met three times to discuss, review and provide input on the project details and there was a public open house on October 4, 2018 to solicit community input. The proposed renderings were posted on the town website in October 2018 with public input solicited from the community during and after the October 2018 open house where various building options and facades were presented and discussed. 133 unique comments were provided and incorporate into the final design.

A Market Feasibility Analysis conducted in May 2018 concluded there is high demand for affordable, live-work spaces that would be provided with this development in Ridgway. Eligibility for occupancy will be based on household income, not exceeding 40%, 50% and 60% of the Area Median Household Income limits established by Housing and Urban Development. According to the 2018 Market Analysis, this proposed development of 26 units will meet less than 20% of the demand, which is projected at 143 households. A much larger project would be needed to meet 100% of the current demand for this type of housing. There are no similar developments in the market area and there is 100% occupancy among existing units of comparable developments. Proposed rents are between \$505-783 per month for a studio, \$688-836 per month for a 1 bedroom and \$1004 per month for a 2-bedroom. The lowest rent of \$505 is almost half the cost of what the market rate rent would otherwise be for an equivalent unit.

This is the first and only development of this kind ever proposed for Ouray County. The Applicant has made numerous trips to Ridgway over the past two and a half years and has gone to significant lengths to engage the community and Town Hall in the evolution of this development and to incorporate those inputs into the final project, which is unique to any project the town has ever seen.

On March 13, 2019 the Town Council approved a ground lease option for the subject property for this development. **See Exhibit B for a timeline of the Ridgway Space to Create initiative.**

CODE REQUIREMENTS

RMC §7-3-8 "HB" Historic Business District

(C) Conditional Uses

(4) Buildings with a gross floor area greater than 7,500 square feet.

(E) Performance Standards

(4) [Parking Requirements]

(a) Residential uses must provide off-street parking as required by Subsection 7-3-10(C)(1)(a) and Subsection 7-3-10(C)(1)(r). [see below]

(b) All non-residential uses must provide a minimum of one off-street parking space per 1650 square feet of gross floor area. Partial spaces will be rounded up to the next whole number of required parking spaces. If the structure contains both residential and non-residential uses, calculation of the gross floor area shall not include the residential area(s) for purposes of determining off-street parking pursuant to this paragraph. Also excluded from this calculation are enclosed parking and outdoor common areas. Parking spaces will be accessed only from an alley. The first three spaces must be provided on-site.

(c) In cases where mixed residential and non-residential uses occur within the same property, the residential parking requirements of Subsection (a) shall be in addition to the non-residential parking space requirement set forth in Subsection (b).

(d) In lieu of non-residential off-street parking requirements in excess of three spaces and pursuant to Subsection (b) above, a money payment of \$3,000 per space may be paid to the Town, which money shall be used to fund the acquisition or construction of public parking facilities to serve the Historic Business Zoning District.

(5) Buildings containing more than 15,000 square feet of gross floor area shall not be allowed.

RMC §7-3-10 Dimensional & Off-Street Parking Requirements

(A) [Dimensional Requirements Table]

Structure height is limited to 35 feet in the HB district.

Front and side setbacks: *** *These setbacks shall be determined as follows:*

(1) The setback shall be 8 feet, unless snow and drainage from the roof is effectively directed away from the abutting property, in which case the setback can be as little as 4 feet.

(2) In those instances where snow and drainage is effectively directed away from the abutting property, and the foundation and wall of the structure are constructed so that a wall and foundation of a building on an abutting lot can be built up to, or abutting the property line, the setback can be eliminated.

(3) In buildings with three stories above ground, the third story shall be subject to a 15 foot front setback, and an 8 foot side setback for those sides facing a public street, in addition to other applicable setbacks as provided above. The third story setbacks as provided herein may be reduced or eliminated where design of the third story provides architectural features that are aesthetically attractive to provide visual relief and contrast as an alternative to monolithic three-story facade surfaces. For purposes of this provision, such features include, but are not limited to, integration of third stories into roof lines, multiple roof lines and angles, windows, doors and balconies, and fenestration and facade designs that make a distinction between upper and lower floors, such as horizontal banding and varied building materials.

(4) Any reduction of the setbacks as specifically provided in these Subsections (1), (2) and (3) shall be determined by the Town Planning Commission, pursuant to consideration of the criteria as set forth herein and in accordance with the review procedures as set forth in Subsection 7-3-18.

(C)(1) [Off-Street Parking Requirements]

(a) Residences 2 spaces per dwelling unit

(r) Studio residences 1 space per unit (600 sq. ft. total living area)

RMC §7-3-14 Conditional Uses

(A) Uses listed as conditional uses for the various zoning districts provided in this Section shall be allowed only if the Planning Commission determines, following review pursuant to Subsection 7-3-18, that the following criteria are substantially met with respect to the type of use and its dimensions:

(1) The use will not be contrary to the public health, safety, or welfare.

(2) The use is not materially adverse to the Town's Master Plan.

(3) Streets, pedestrian facilities, and bikeways in the area are adequate to handle traffic generated by the use with safety and convenience.

(4) The use is compatible with existing uses in the area and other allowed uses in the District.

(5) The use will not have an adverse effect upon other property values.

(6) The location of curb cuts and access to the premises will not create traffic hazards.

(7) The use will not generate light, noise, odor, vibration, or other effects which would unreasonably interfere with the reasonable enjoyment of other property in the area.

(8) Visual impact due to a building's size shall be mitigated by means of design, landscaping, berming, and other methods of site treatment, and must be compatible with the mass and scale of existing buildings on adjacent properties, or if there are no such buildings, compatible with the mass and scale of buildings in the Town generally.

(B) The burden shall be upon the applicant to prove that these requirements are met.

RMC §7-3-16 Variances and Appeals

Variances are considered under RMC §7-3-16 and reviewed under RMC §7-3-18. Applicable criteria include:

(A) The Planning Commission may grant a variance from the Dimensional Requirements, Sign Regulations, Design or Performance Standards and other provisions of these regulations not related to "use", and excluding Off-Street Parking Requirements, following the review procedure of Subsection 7-3-18, provided that the criteria of this Subsection will be met. No variance shall be granted from the provisions governing "Uses By Right", and "Conditional Uses" within any zoning district. Variances shall be granted only if all the following criteria are met:

(1) There are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the Zoning Ordinance, and

(2) The spirit of the ordinance will be observed, the public health, safety and welfare secured and substantial justice done by granting the variance.

(B) The Planning Commission may grant a variance from the Off-Street Parking Requirements for the Historic Business Zoning District, following the review procedure of Subsection 7-3-18, provided that the criteria of this Subsection will be met. Variances shall be granted if the spirit of the ordinance will be observed, the public health, safety and welfare secured and substantial justice done by granting the variance and any one of the following criteria are met:

(1) The variance is requested for an addition to an existing building or the construction of a purely accessory structure and these modifications will have a de minimis effect on traffic and parking; or

(2) The placement of on-site parking is not congruent with the goals and objectives of the downtown and as such will create an undesirable effect on the downtown streetscape, potentially interrupting, impeding or otherwise adversely affecting existing or future infrastructure such as pedestrian walkways and landscape areas; or

(3) There are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the Off-Street Parking Requirements.

(C) The burden shall be on the applicant to show that these criteria have been met.

(D) No variance on appeal shall be granted with less than 4 concurring votes of the Planning Commission.

ANALYSIS

The proposed programming and design of this project is based on a lot of different goals including the needs and desires of the community, the demand for affordable workforce housing, the desire to integrate this type of housing into the core and fabric of the community, the ability to finance the project with public and private partners, the ability to provide as many long-term affordable units as feasible, and the desire to respect the existing character of the town and the flavor of Ridgway.

The criteria for each variance and the conditional use request are all somewhat related to each other and the overall goals of the project. The below analysis will go through each request and offer an explanation of the required criteria.

1. Building height: variance for building height, with review of 3rd story setback.

Planning Commission may grant a variance from the dimensional requirements, including building height, if the criteria listed above are met. For criteria 1, there is a practical difficulty considering the programming needs of the project. In order to achieve the desired number and mix of units and to provide as much on-site parking as possible for these units, the project is proposing to have parking at grade and even under the 2nd and 3rd stories. This entails having a 3rd floor that is taller than the 35 feet allowed by right. This variance request is for up to 39 feet. Not all parts of the building will be 39 feet tall, for example, there are a few smaller areas that are one or two stories ranging from 13' 9" to 25' 6", and areas at 35', 36' and 37' above the natural grade. Only two of the terraced sections are planned to be up to 39' in height from the lowest point of natural grade. On the north side of the building, there is also a pitch roof and step down in building height in order to transition to the residential areas to the north and manage the overall height.

The building constitutes a number of stepped or terraced structures, which when measured independently, as is provided for in the Municipal Code Section 7-3-10(A)****(2), the stepped/terraced areas are: 34' 10", 34' 3", 35' 8", 25' 6", 39", 37", 39", 35' 3", 36' 6" in height. **See Exhibit C for detailed measurements on various building heights.** Ceiling heights are designed at 9 feet, which is the minimum industry standard for live/work spaces. Initially the design incorporated 10 foot ceilings, but when reconciling with the Municipal Code building height maximums the ceiling heights were lowered to 9 feet. Additionally, the 1st floor heights are determined by the need for ADA access and the need to drive under the 2nd and 3rd stories at Laura Street, which needs 13' of clearance, establishing the 2nd floor level starting height.

To address criteria 2, this spirit of ordinance will be observed as the building is clearly designed to look like multiple separate buildings with a lot of architectural interest including incorporating both flat and gable roof elements to minimize the added height. Substantial justice will be done by granting this variance given this is a project completely for public benefit with affordable live/work units.

To address the 15-foot front setback and 8-foot side setback for the 3rd story, the Applicant is requesting a reduction of these setbacks from the Planning Commission based on providing architectural features that give visual relief. This includes 2nd and 3rd story setbacks along some of the façades facing public street, varying setbacks for all stories, varying roof lines and angles, a roof deck, and details that differentiate the upper and lower floors, like French balconies. See image below to understand architectural details that address avoiding a monolithic three-story façade.

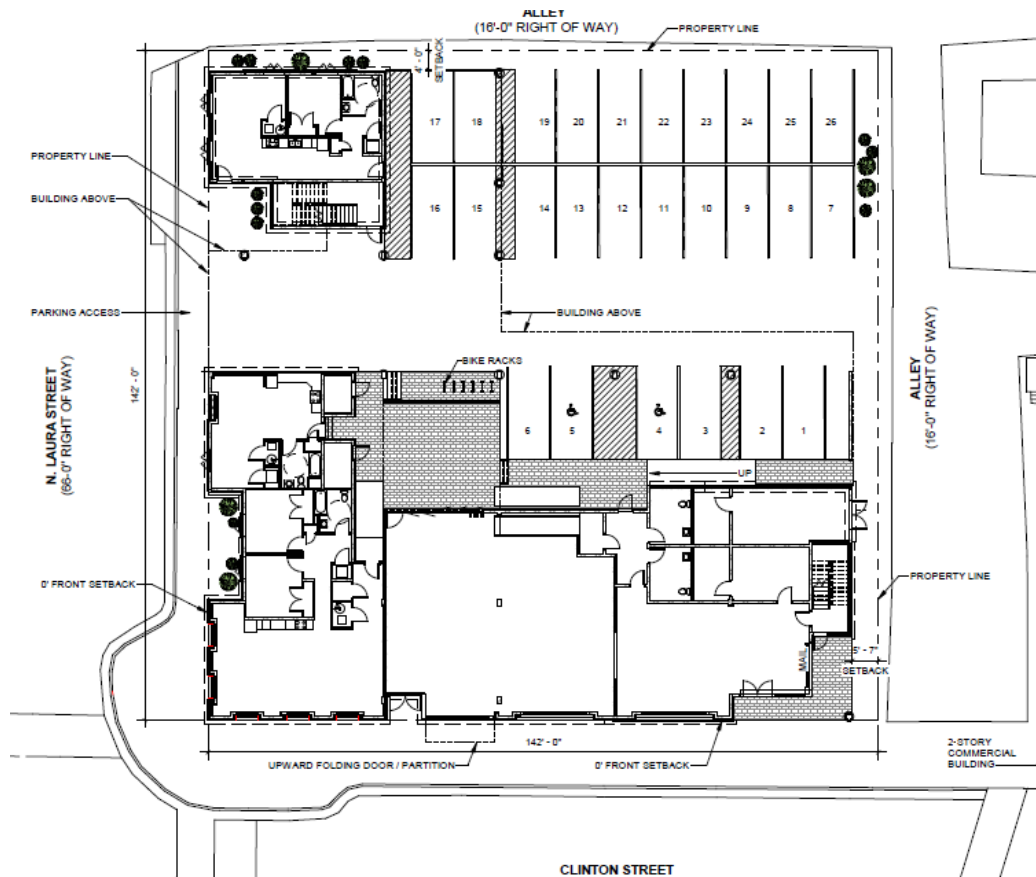


View of building from the intersection of Clinton and N Laura looking northeast.

The Silver San Juan Building at the corner of South Cora and Sherman Streets received a variance for building height and also received the approval of the Planning Commission for no third story setback. In 2005, the Redcliff Two building received a variance to building height and building size. The neighboring three-story structure on this same block and anchoring the southeast corner of the block at North Cora and Clinton Streets was built in 1990 and is estimated to be approximately 35' in height and 12,280 square feet on three historically platted lots. **See Exhibit D for comparable building heights in downtown Ridgway.**

2. Parking: variance for residential parking spaces required and parking access.

Given the uses in this proposed building, 45 parking spaces are required per Town code – three for the non-residential and 42 for the dwelling units. The Applicant is proposing to provide 26 onsite parking spaces total. Three of these satisfy the requirements for non-residential space while the remaining 23 spaces are for the residential uses. Thus, this variance request is for 19 residential parking spaces.



Site plan showing parking spaces and layout.

Planning Commission may grant a variance from the parking requirements in the Historic Business district per 7-3-16(B), copied in above, if the spirit of the ordinance will be observed, the public health, safety and welfare secured and substantial justice done by granting the variance and one of the three criteria are met. The spirit of the ordinance is being observed by providing as many onsite spaces as can be reasonable for a development of this type (low income housing tax credit model) and size (minimum size to meet the requirements for tax credit funding). The public health, safety and welfare is secured with the project in creating healthy, vibrant, new living spaces for affordable living in downtown Ridgway. Substantial justice is done in granting the variance as this is the first and only project of its kind in Ouray County to create affordable living spaces for the Ridgway and Ouray County community.

It appears as if two of the criteria for a variance to parking regulations in the HB District might apply here. Only one is required to be met. To address criteria number 2, regarding the placement not being congruent with the goals and objectives of downtown, the Applicant has provided 26 parking spaces on site. If the applicant were to provide more parking spaces, the façade of the building along Clinton Street and North Laura Street would likely be eroded and there would be on-site parking right next to the sidewalk which does not meet the goal of having a vibrant and pedestrian friendly downtown. The proposed building buffers the public right-of-way from the parking area, provides a desired and continuous street wall, and avoids a building that appears to be floating above a parking lot and removing the more accessible work/live spaces planned at the streetscape level.

To address criteria number 3, there is a practical difficulty given the established lot size and the desired number and mix of units to be included to make the project feasible financially and to also provide a significant number of affordable housing units and non-residential space for the community. The number and mix of units were determined based on the needs of the community, potential funding sources to achieve affordability, and a 2018 Market Feasibility Study that showed a demand for 143 affordable living units. The project, as proposed with 26 affordable workforce housing units, is estimated to meet 18% of the demand in this market area. If underground parking were to be included, the project cost will exceed the maximum cost per square foot required to obtain the financing required for this project. Reducing the number of housing units will also impact the cost per square foot and potentially disqualify the project from a tax credit award as these types of developments are typically upwards of 40 units. This project is already extremely small as planned, to be competitive with a tax credit award. In addition, the non-residential space is only 78 sq. ft. over the 3300 sq. ft. triggering three spaces required instead of just two spaces. If the non-residential space were to be reduced by 78 sq. ft., this would reduce the total number of parking spaces required by one space.

There is also an unnecessary hardship in providing all of the required parking as the Town had a Downtown Parking Assessment completed by consultants in 2018, which demonstrated no lack of available parking downtown, even considering the removal of this property from the off-site parking inventory. This report took a careful look at existing parking in the historic core taking into consideration future development including this Space to Create project. The report determined that the supply was more than adequate at most all times except during special events, like the four summer concert events. The study noted that the on-street parking on N Laura Street was generally vacant and that these parking spaces were within an acceptable walking distance from the subject project, which currently serves as a temporary parking lot. The study concluded that the Town has more than enough parking in this downtown area today and will continue to have enough until about 2044 based on current growth projections. **See Exhibit D for Parking Assessment Recommendations and Conclusions.**

Finally, unnecessary hardship for providing onsite parking lies with the type and size of the affordable residential units. Section 7-3-10(A) of the Town Code requires one space for studio residences under 600 sq. ft. and two parking spaces for all other units. The unit sizes are quite small, outside of the 2-bedroom units, with the breakdown proposed as follows:

Ten studios, between 499 – 575 sq. ft.

Eleven 1-bedroom units, between 837 – 949 sq. ft.

Five 2-bedroom units, between 1423 - 1475 sq. ft.

If all 26 units were proposed to be studio units, removing all of the 1 and 2-bedroom units, 26 parking spaces would be required per the Town Code, and the parking requirement could be easily met. However, the community has requested a variety of units be made available, including 1 and 2-bedroom units, such that a diversity of tenants and demand will be better addressed, which significantly increases the number of on-site parking spaces required. In addition, the size of the eleven 1-bedroom units remains quite small

at under 950 sq. ft., or just 150 sq. ft. over the 800 sq. ft. maximum for Accessory Dwelling Units, which are required to have only one off-street parking space.

In the performance criteria for the Historic Business district parking is required to be accessed via an alley. This proposal includes a driveway on North Laura Street to access the parking area. This is not the only access to this parking area as the parking can also be accessed via the alley. This driveway access from North Laura Street will help with the flow and safety of the parking area and also provides a small break in the building mass for the neighboring residential area. The practical difficulty is the same as listed above for the parking spaces – given the needed number of units to make the project feasible and most beneficial to the community, the programming of the building needs this access location and will also reduce the traffic impact on the neighboring residences and businesses abutting the alleys. In addition, this parking access location is of similar width to those already established in this district.

The overall spirit of the ordinance will be observed as the property will provide as much parking on-site as possible, the parking will be buffered from the public right-of-way, and the street front will be continued to support a vibrant downtown. The access location is on the less prominent street and near the historic residential area where access locations from the street rather than the alley are more frequent. This site was specifically chosen to place more residences downtown to support local businesses and a vibrant downtown without the need for a significant number of vehicles, if any, per housing unit. Any reduction in need for a vehicle will also increase affordability for any tenant. Bike racks are provided with the development plan to encourage non-motorized transportation, and the tenant have easy access to the Town's best pedestrian infrastructure.

Of note are other recent variances issued to the parking regulations in the HB Zone with the Willow Creek Trading Subdivision, the Ridgway Fire Protection District building, and the Silver San Juan PUD.

Finally, Goal GRO-5 in the Town's 2019 Draft Master Plan states "Use Ridgway's parking resources efficiently", with the following action item "Revise the zoning code parking requirements for residential and lodging uses in the Historic Business District".

3. Building area: variance for building area greater than 15,000 square feet and conditional use for a building over 7,500 square feet.

Per the performance standards in RMC 7-3-8(E)(5), buildings over 15,000 square feet are not allowed. While variances are not allowed to Uses by Right or Conditional Uses, variances are allowed to Dimensional Requirements and Performance Standards. The Planning Commission may grant a variance to this requirement if the criteria of 7-3-16(A) are met. The proposed building is 34,000 square feet and the Applicant is requesting a variance for up to 35,000 square feet to accommodate changes that may be needed as the project moves to final design. The practical difficulty relates to the needed programming of the building. A certain number of affordable workforce units are needed to make the project competitive with tax credit financing and to provide the most benefit to the public as possible. With a demand for 143 affordable units, a project designed with only 26 units is expected to meet only 18% of the total demand. This project could be much larger but is scaled to the desires of the Ridgway community, while remaining financially viable. In addition, building separate buildings of smaller size would just increase the allowable total building square footage and also the building costs, which could prohibit the feasibility of affordable units by making the cost per square foot not competitive for tax credits. The spirit of the ordinance will be met as the architects have done a careful job in designing the building to appear as multiple smaller attached buildings based on the scale of the historic lot sizes. This is addressed through changes in materials, roof types, roof heights, building setbacks and courtyards, and more.

Per criteria 2, the spirit of the ordinance will be observed as this building will appear to be multiple smaller buildings, not one large building, and the design team has given careful consideration to neighboring

properties by creating a more commercial look and feel at Clinton Street and a more residential feel along Laura Street. Public health, safety, welfare and substantial justice will be done by providing as many affordable live/work units as is feasible and reasonable for the community.

An unnecessary hardship exists with the current zoning and dimensions of the five lots in this ¼ block, which make it possible to construct up to five, 35' tall buildings at 15,000 sq. ft. each for a total of 75,000 sq. ft. of building area on this block with no residential uses required. Instead, what is proposed is a design that incorporates the feedback from the community for a building up to 35,000 sq. ft in total and provides for residential and non-residential spaces with a context-sensitive design and layout.

See Exhibit E for buildings of comparable size in downtown Ridgway.



Building façade along Clinton Street



Building façade along North Laura Street

The Planning Commission may allow a conditional use if the above listed criteria, per 7-3-14, are met.

- This use will not be contrary to the public health, safety or welfare as this proposed use will provide affordable workforce housing for the community. The project places residences in the heart of the downtown to support commercial businesses and provide access to the services provided in the town.
- The use is not materially adverse to the Town's Master Plan – this project directly supports goal 3 to encourage a diversity of housing opportunities that meet a range of income levels and complements the Town's existing character and heritage. While the Town is in the midst of updating the Master Plan, the current draft of the Master Plan supports this project even more than the last with a more serious need for housing, housing diversity, infill development and more. Specifically, Goal COM-1 states "Maintain Ridgway as a community that is accessible to a range of income levels, ages, and households", with the following action items:

- Continue to plan, design, and construct Ridgway Space to Create to provide long-term affordable workforce housing in Ridgway's downtown, in conjunction with State, regional and local entities.
- Update the Ridgway Municipal Code to promote housing affordability (i.e.: reducing lot size requirements, increasing allowed densities, and reducing parking requirements).
- Provide development incentives, such as density bonuses, fee waivers, or others as appropriate, to encourage the construction of a variety of housing sizes, types and prices.
- Communicate the challenges, opportunities, and efforts regarding affordable and workforce housing in a positive and consistent manner.

Goal COM-2 states "Encourage a diversity of housing options that meet the needs of residents," with the following action items:

- Review and update the Town's zoning regulations as necessary to ensure desired housing types are defined and allowed in locations designated for residential uses by the Land Use Plan.
 - Review and update the Town's subdivision standards and PUD regulations to encourage/incentivize a mix of housing types in new neighborhoods and establish formal criteria for community benefits, such as affordable or workforce housing.
- Streets, pedestrian facilities and bikeways in the area are adequate to handle traffic generated by this use with safety and convenience thanks to the newly installed downtown streetscape improvements. This area of town was designed with wider sidewalks, bike racks, on-street parking, and paved streets. The Applicant has proposed to provide additional on-site bike parking.
 - The use is compatible with existing uses in the district – a mix of commercial/community space and residential units. The proposed non-residential space has been strategically placed on the east aspect of the Clinton Street frontage and the larger residential use serves as more of a buffer from this more commercial area to the neighboring residential neighborhoods to the west and north. As a comparison, the Silver San Juan Building (See Exhibit D: Comparable Structures) was constructed in 2008. This 3-story structure received variances for building height (36'), building size (13,686 for the main 3-story structure only), variance to parking requirements, and approval for no third story setback. In addition, the full PUD was approved as 3 phases, 2 of which (two art cooperative buildings and one undefined third structure) have not been constructed. The PUD is located in the HB Zone and covers eight historically platted lots (this Space to Create project is on five historically platted lots). In addition, the Redcliff Two building (see Exhibit D: Comparable Structures) was constructed in 2005 and received variances for building height (36.5'), building size (11,385 sq. ft) and front setback. Also, in 2018, the Town approved the Lena Street Commons PUD with consists of 4 residential and 1 non-residential buildings on 1.34 acres with 1, 2, and 3-story structures and a total square footage of 32,089 sq. ft.
 - The use should not have an adverse impact on surrounding property values – this project is designed with quality and will add vibrancy to the area. Infill of this prominent lot downtown should increase property values and commercial business in the area. The Applicant, Artspace, has a history of inspiring market development and larger economic development in areas where they have built similar projects. In fact, at least one neighboring property has been sold in anticipation of this project in this location.
 - The one curb cut that is proposed will not create a traffic hazard as it is on North Laura Street where there are already residential access locations. In addition, the project utilizes the existing alleys for

access. Access points have been strategically designed to minimize pedestrian impacts with the downtown streetscape.

- The use will not generate light, noise, odor, vibrations or other interferences with other property in the area. This project will comply with the Town's outdoor lighting regulations and the noise should be limited given it is a residential project, rather than commercial. Odor, vibration and other interferences should not be present with this mostly residential development.
- The visual impact of the building's size has been mitigated through design – the building has been designed to appear as multiple buildings based on historic lot sizes, the materials vary throughout the building, roof lines change, setbacks are incorporated on 2nd and 3rd floors to provide relief from massing, and building setbacks vary a bit. The visual impact of the building has been carefully considered and altered with community input. Ridgway's historic buildings were not dissimilar from what is proposed with this development. The Mentone Hotel (very near to this site, at the corner of Clinton and Cora), the Rio Grande Southern office building (located at the corner of Lena and Clinton), and the Depot were all of significant size and presence in Ridgway's Historic Downtown. **See Exhibit F: Walking Tour of Downtown Ridgway, Bonnie Koch Ridgway Railroad Museum.**

As required by the Ridgway Municipal Code, the burden is on the Applicant to show all of the criteria have been met. The letter addressing the criteria, the detailed project description, and the building plans show that a lot of effort has gone into designing a project that meets the community needs while also meeting the needs for an affordable workforce housing project.





50 HHL Architects

Artspace Ridgway Space to Create
March 2019

artspace

STAFF RECOMMENDATION

As with any request for a variance or a conditional use, they need careful consideration. The subject property is right in the heart of the Town's historic business district, which is our most dense and vibrant district. This proposed project will provide 26 long-term, and hopefully perpetual, affordable live/work units, which is a serious need in the community as well as about 3,000 square feet of community space. While there are multiple requests for variances and one conditional use for this project, this project provides the most public benefit of any project the Town has seen. In addition, a lot of effort has been dedicated to community engagement with the creation of this project including the architectural design, programming of uses and space, and continued efforts to secure financing. While the asks are not insignificant, this proposed project has been thoughtfully designed to meet all of the goals of the project, including compliance with as many of the Town of Ridgway regulations as possible.

Finally, while the Commission may not normally consider financing with any variance or conditional use, Staff believes the restrictions on financing are of the utmost importance with these requests as the project is absolutely unique with providing deed-restricted, affordable workforce rental housing. The financing to make this project happen includes an award of tax credits. Tax credit projects such as this are competitively awarded and extremely difficult to obtain. One of the primary criteria for an award is an evaluation of cost per square foot and addressing the needs of the community. This makes meeting all of the criteria for building size, 3rd-story setback, height and parking not feasible for this project. The Applicant has made significant and commendable efforts to work to meet not only the code requirements but also the needs and desires of the community with this project.

Staff is making the following recommendations, note that 3 separate motions will be needed from the Planning Commission:

1. Variance for building height and approval for not incorporating a 3rd story setback on all of the building – given the criteria for a variance and for the 3rd story setback have been met as described in this report, staff recommends approval of this request.
2. Variance for residential parking spaces required and parking access – given the criteria for a variance have been met as described in this report, staff recommends approval of this request.
3. Variance for building area greater than 15,000 square feet and conditional use for building area over 7,500 square feet – given the criteria for a variance and a conditional use have been met as described in this report, staff recommends approval of this request.

EXHIBITS

Exhibit A: December 26, 2018 Denver Business Journal Article on the Colorado Space to Create Initiative

Exhibit B: Timeline of the Space to Create initiative and Ridgway's award and efforts

Exhibit C: Detailed Measurements for varied heights of stepped/terraced buildings

Exhibit D: Recommendations and Conclusions from the 2018 Downtown Parking Assessment

Exhibit E: Comparable Building Heights and Sizes in Downtown Ridgway

Exhibit F: Walking Tour of Downtown Ridgway, Bonnie Koch Ridgway Railroad Museum



Posted notice from Clinton Street looking north.



Posted notice from N Laura Street looking east.

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SPECIAL REPORT
DBJ's Who's Who in Energy honorees for 2018-19 >YOUR ACCOUNT
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NEWS

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PEOPLE & COMPANIES

EVENTS

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From the Denver Business Journal:

<https://www.bizjournals.com/denver/news/2018/12/26/colorado-artist-housing-eco-dev.html>

Colorado undertaking first-in-nation effort to fund artist housing as economic development

Dec 26, 2018, 7:23am MST

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Colorado Economic Development Commission members have made an unusual \$400,000 contribution to a housing and commercial project in Trinidad, believing that it not only is a key to the area's economic development but could serve as a national model of a state taking new steps in the funding of creative industries.

The Trinidad effort represents the kick-off project for the Space to Create program, a four-year-old initiative in the Colorado Creative Industries division that helps to fund space where lower-income artists can live and work in an effort to jump-start a city's artistic community and its potential to draw visitors. In many ways, it is an outgrowth to the state's seven-year-old creative districts program, in which the Office of Economic Development and International Trade recognizes communities that can use artistic neighborhoods to provide themselves a boost and offers them mentoring and a little bit of funding to do so.

Space to Create, however, contemplates a much deeper level of state economic-development involvement, and Trinidad was selected to be the demonstration project for the effort.

A coalition of governments, nonprofits and private-sector benefactors are working to fund a revamping of part of the city's downtown by building 10,000 new feet of business and commercial space centered around 13 live-work units where artists making 60 percent or less of area median income would make and sell their creations. The project also would add 28 apartments for other workers making between 40 and 60 percent of median area income — the first new multi-family workforce housing built in the 9,000-person city in Las Animas County in more than 20 years,



PROVIDED BY ARTSPACE

The proposed Space to Create project in Trinidad, shown here in a rendering, involves 13 live-and-work artists' spaces, 28 workforce housing apartment spaces and about 10,000 square feet of new business and commercial space.

according to Andrew Michaelson, director of property management for Artspace, a nonprofit that will develop and operate the housing portion of the project.

Colorado EDC members typically offer strategic-fund money to companies that are looking to relocate to or expand in Colorado, or to job-creation initiatives that are meant to attract those companies. But OEDIT executive director Stephanie Copeland, who will leave her position on Jan. 1, has tried to use the program to create new efforts to build up jobs from within in Colorado's less-booming rural counties, and Space to Create is a program that is a "cornerstone" of Colorado Creative Industries, she said.

Commissioners debated what the project could do for Trinidad but settled quickly on it having a positive impact in a town where the unemployment rate hovers around 7 percent — more than twice the state's 3.3 percent overall rate. However, they paused as they considered a request to give \$100,000 from the strategic fund toward the closing costs on the property that Artspace and the city are looking to purchase, saying that OEDIT typically has not given money to housing projects.

What makes this different, argued OEDIT business funding and incentives director Jeff Kraft, is the unique way that the housing ties into economic development. Offering the lower-cost work-live studios will allow the artistic community to flourish in a way it otherwise would not, and it should inject Trinidad with 20 or more full-time jobs — the kind of economic growth that would qualify for job-growth incentive tax credits if it were being done by one company.

"I don't think we should lightly give money to project financing for housing," Kraft told the Colorado EDC at its Dec. 20 meeting. "Where I'm confident is there obviously is ability for job creation."

With that, EDC members not only agreed to give \$100,000 that Artspace identified as the needed final dollars to secure contracts for \$875,000 in construction that can begin next year, but it also gave another \$300,000 to ensure that the project is able to build out and market its commercial space. Artspace leaders have said they hope to be able to raise that money from nonprofits and foundations, and they committed to returning to the state any of the allotment that they don't need because they find other sources for it.

The Trinidad project is important not just for the city that is getting the funding but because the state is watching to see what kind of economic boost it can generate. Colorado Creative Industries officials already have chosen to expand the program to Grand Lake, Paonia and Ridgway, but Trinidad remains the test case for what works and what doesn't.

While several EDC members initially questioned what role, if any, the state should have in subsidizing a housing project, the final unanimous vote to give a full \$400,000 showed the commission is ready to plow ahead with the project, believing that such outside-the-box thinking is needed at a time when the economic gap between the Front Range and other parts of Colorado remains stark.

While Artspace has worked for 30 years in helping other communities develop mixed-use live-work housing projects, Space to Create is the first initiative of its kind that is being led by a state government anywhere in the country, said Margaret Hunt, director of Colorado Creative Industries.

"We're kind of all in on Trinidad. We want to make this work," said Denise Brown, an EDC member. "I think we have to put the discretionary money in the hands of the people of Trinidad."

Ed Sealover

12/26/2018

Colorado undertaking first-in-nation effort to fund artist housing as economic development - Denver Business Journal

Reporter

Denver Business Journal





EXHIBIT B

To: Town Council
From: Jen Coates, Town Manager
Date: March 22, 2019
RE: Space to Create Initiative and Ridgway's Space to Create Development

2015

Fall 2015: Trinidad as pilot project

2016

Feb 2016: Application to State
Public Meeting to inform project goals
April 2016: 2nd application
May 2016: Site Visit and Tour with CCI, Boettcher, Artspace
Aug 2016: Ridgway project awarded
TC outreach committee
Sept 2016: Prelim Feasibility Study Visit with Artspace
Nov 2016: Report
Develop outreach and communications plan
Draft Survey

2017

Jan. 2017: Arts Market Survey

Goals:

- Quantify Demand
- Describe the creatives interest group
- Inform project concept, design, development
- Encourage new space

Results:

- Sufficient demand
- Majority of respondents live in Ridgway/Ouray County
- 444 respondents
- 210 (47%) interested in short-term/occasional access to shares space or equipment
- 99 (22%) interested in relocating to an affordable artist housing or live/work housing
- 93 (21%) interested in renting studio or creative work space



July 2017: DoLA EIAF 8389 Awarded Funding for Property Purchase
Fall 2017: Arts Market Survey Combined Report published
October 2017: Purchased Property for project – ¼ block in downtown Ridgway
Nov. - Dec. 2017: Contract Negotiations for Predevelopment Services
Dec. 2017 - Jan. 2018: Distribution of Market Survey Report

2018

Jan. 2018: Formation of Predevelopment Core/Stakeholders Group
Feb 2018 – present: Meetings of Core Group with Artspace Staff

- February 28, 2018
- August 14, 2018
- October 4, 2018 Open House
- January 25, 2019

Feb. 2018: DoLA EIAF 8549 – S2C Predevelopment Funding Grant Awarded
May 2018: Market Feasibility Analysis completed
Results:
High Demand for this affordable rental housing

Program (AMHI Level)	Income Range	
	Minimum	Maximum
Tax Credit (Limited to 40% AMHI)	\$16,680	\$22,240
Tax Credit (Limited to 50% AMHI)	\$20,850	\$31,750
Tax Credit (Limited to 60% AMHI)	\$25,020	\$42,840
Overall Tax Credit	\$16,680 to \$42,840	

Total Demand is 143 qualifying households/demand
26/143 – project to meet <20% of demand “capture rate” in the primary market area
The 4 comparable projects are 8=98.9% occupied and three have waiting lists
The Ridgway project will be the only affordable, modern option in the primary market area
Proposed rents are achievable

Spring 2018: Initial Schematic Drawings and Discussions
April 2018: Commence efforts toward tax credit funding application
October 2018: Public Open House with Architectural Renderings



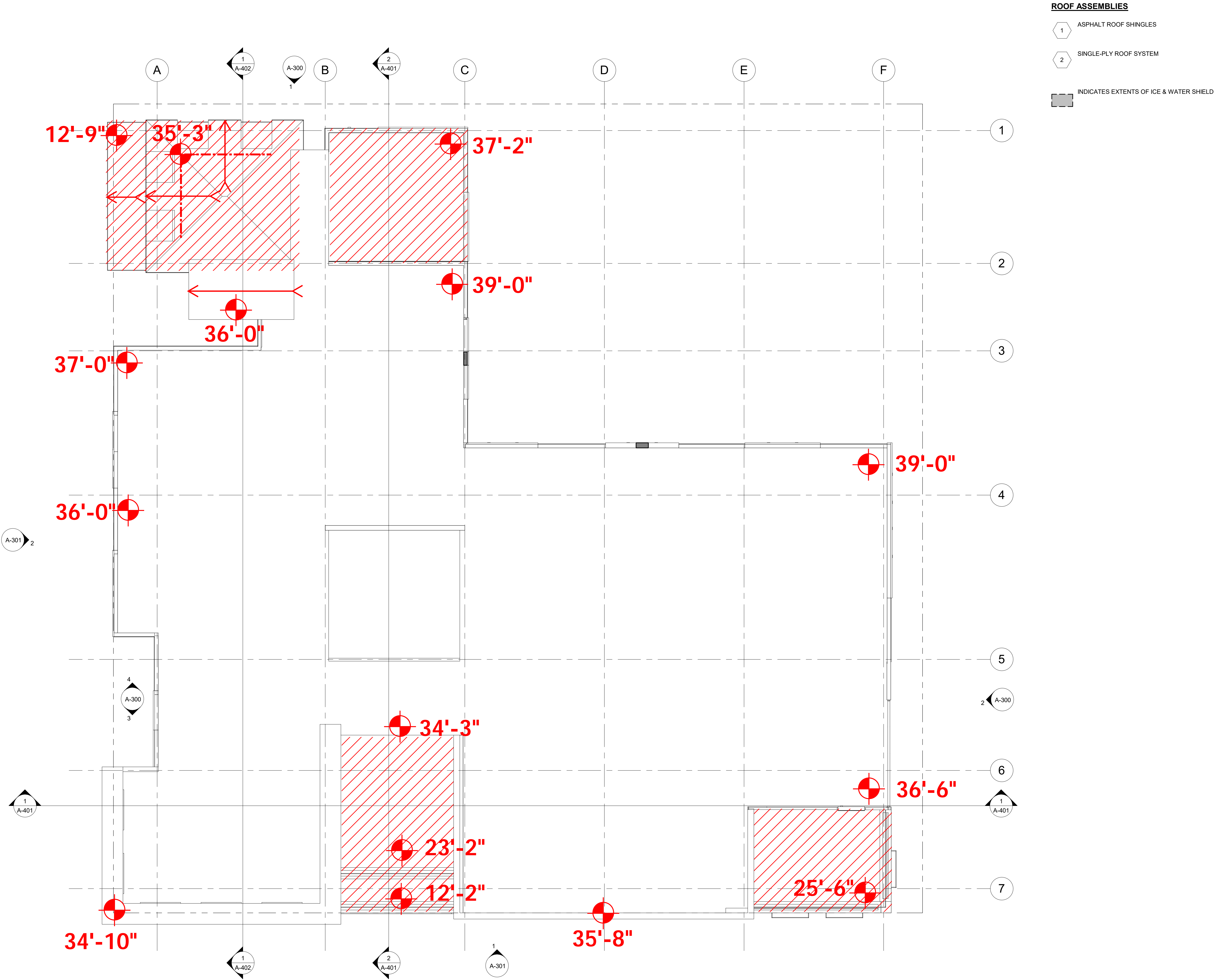
- Oct.—March 2018: Open House Feedback Analysis and Re-Working of Concept with communications to Community via Facebook page and Fact Sheets throughout
- March 2018: Council approved option for ground lease with Artspace

Funding Summary

DoLA:	\$25,000 (Feasibility Study)
Boettcher Fdn:	\$250,000 (\$40,000 feasibility, \$10,000 property, \$200,000 predevelopment)
DoLA:	\$450,000 (\$125,000 property, \$325,000 predevelopment)
CCI:	\$50,000
Gates Family Fdn:	\$50,000
Enterprise Comm Ptr:	\$25,000
Town of Ridgway:	<u>~\$140,000 for property purchase</u>
Total:	\$990,000 (funding secured through predevelopment)

Next Steps:

- Secure funding for project
- Finalize construction drawings
- Build and occupy



1 ROOF S.L.
1/8" = 1'-0"

DRAWING SUBMISSION STATUS: [X] NOT FOR CONSTRUCTION [X] SCHEMATIC DESIGN [] DESIGN DEVELOPMENT [] CONSTRUCTION DOCUMENTS [] ISSUED FOR CONSTRUCTION

DRAWING
ROOF LEVEL PLAN

REVISIONS AFTER ISSUANCE	DESCRIPTION
NO.	DATE

ISSUE DATE: 3.1.2019
DRAWING NUMBER

A-104

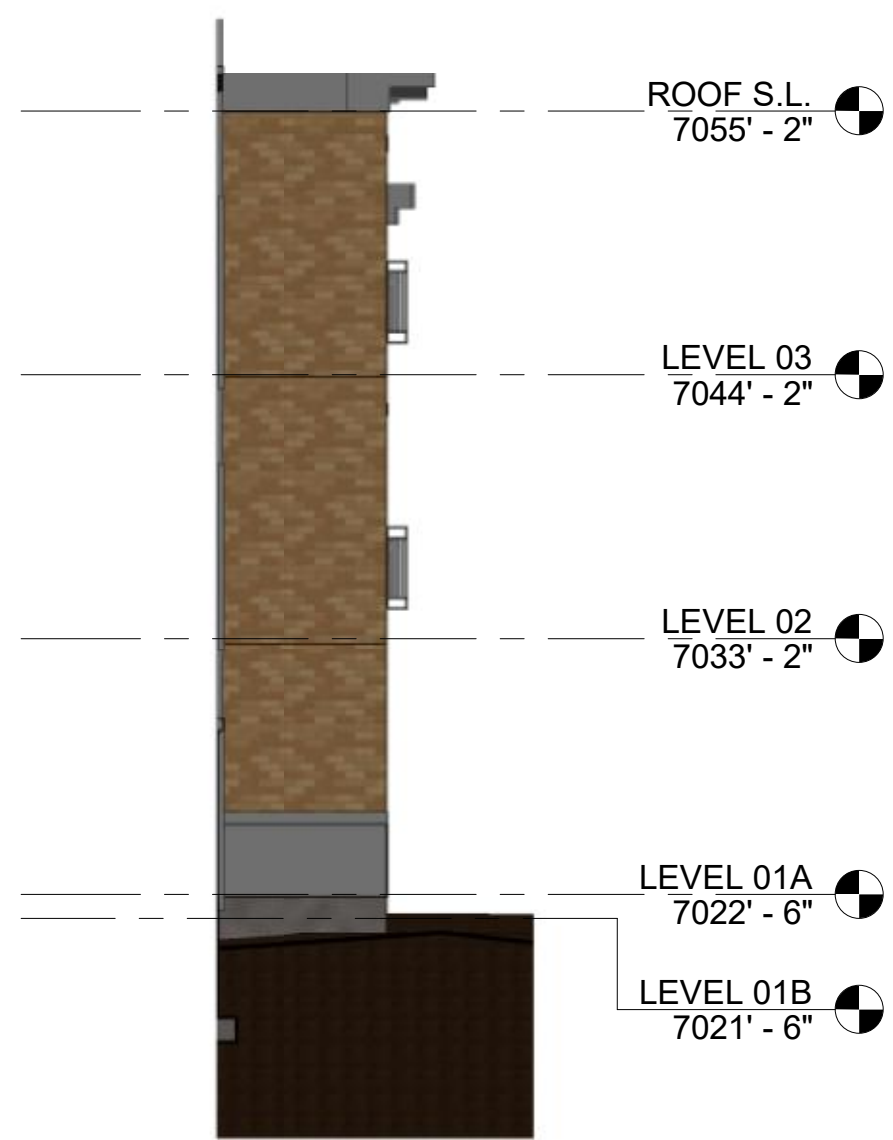
ARCHITECT OF RECORD



PROJECT NAME/LOCATION:
DESCRIPTION [NEW CONSTRUCTION]
ARTSPACE RIDGWAY

ARTSPACE

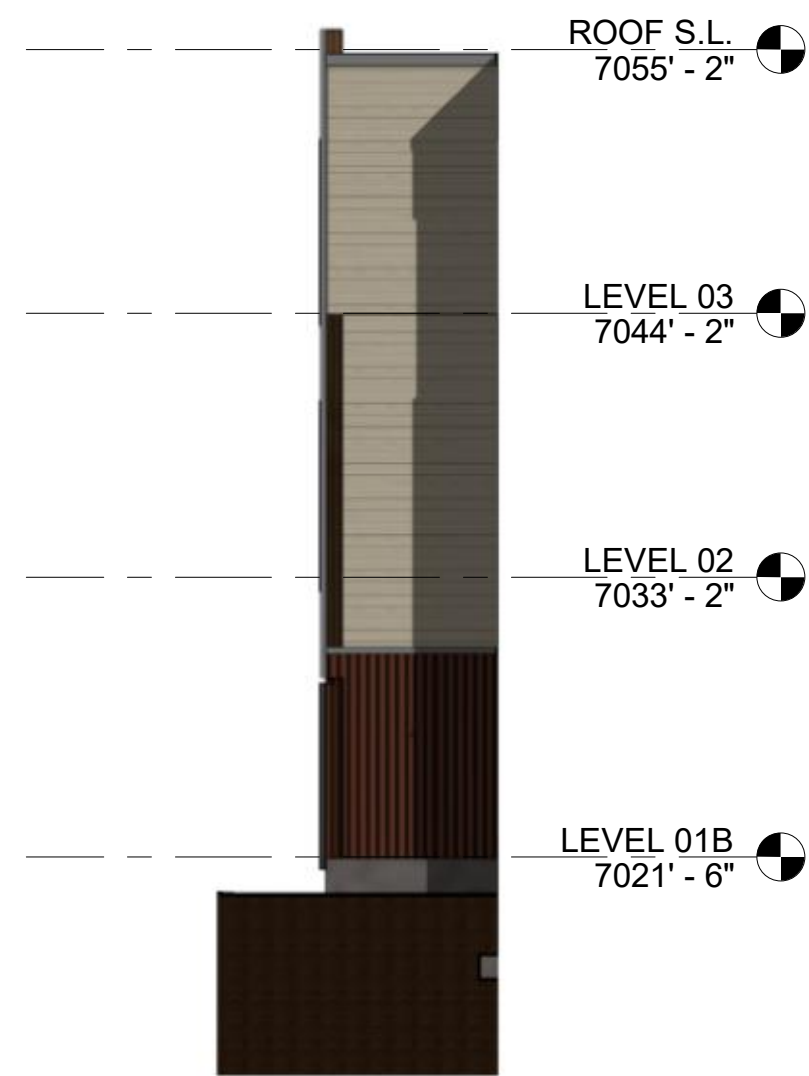
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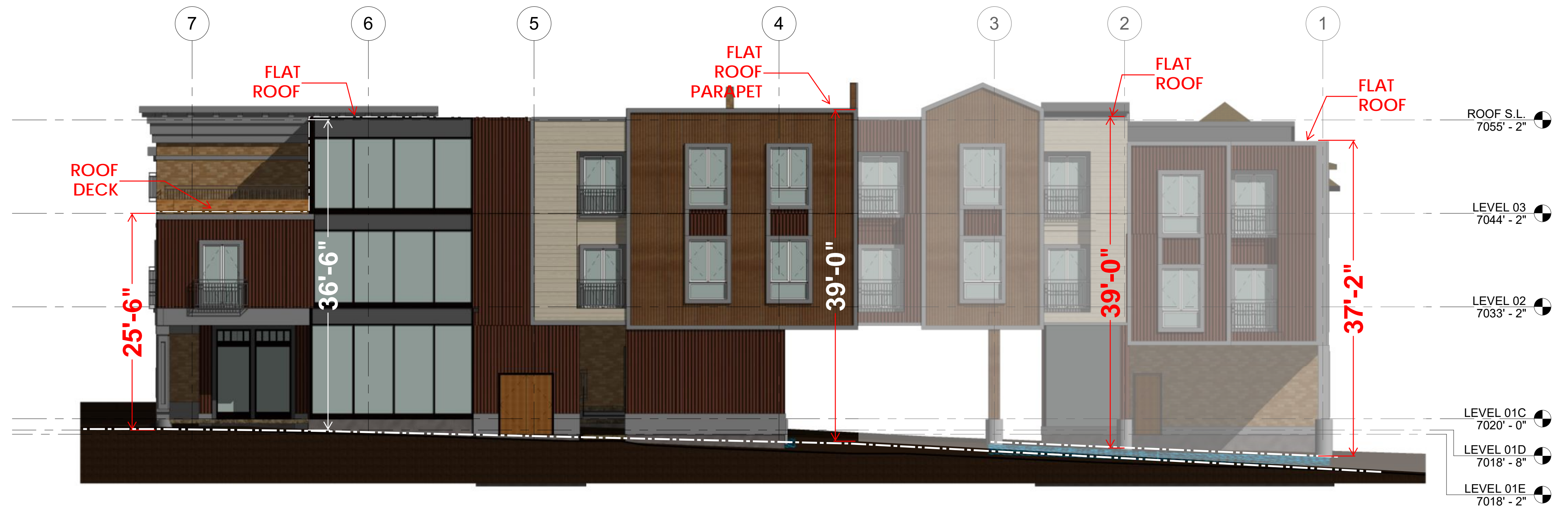
3 NORTH ELEVATION - RECESS
1/8" = 1'-0"



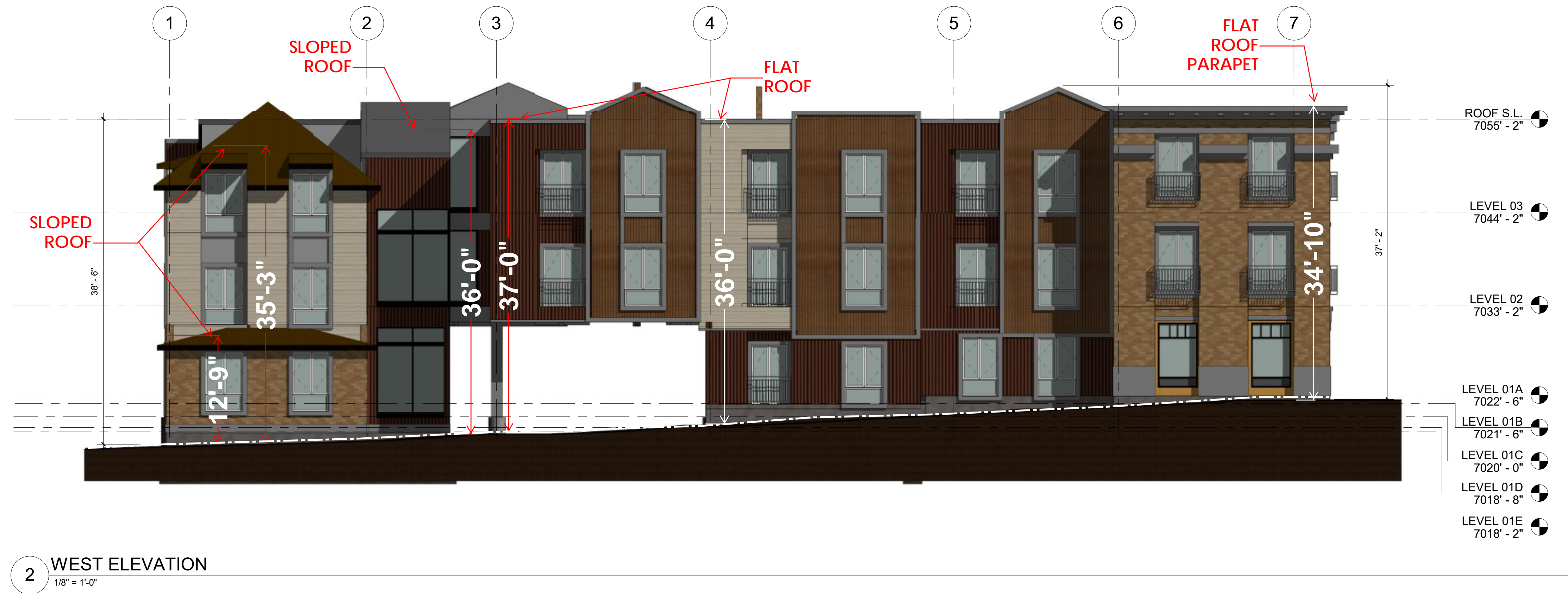
1 NORTH ELEVATION
1/8" = 1'-0"



4 SOUTH ELEVATION - RECESS
1/8" = 1'-0"



2 EAST ELEVATION
1/8" = 1'-0"



RECOMMENDATIONS

Parking Recommendations

Education

- Educating employees not to park in front of businesses and in designated areas is critical to providing more parking for customers near storefronts. In the winter when there is less tourism, it may be appropriate for employees to park at their place of employment to advertise activity and represent that the business is open.
- Providing business owners with a map of parking spaces that are located in well-lit, safe areas and at walkable distances from their businesses would be beneficial to the owners in directing their employees to park at locations that would free up customer parking and improve business. Employees would want to be able to walk on lit and paved sidewalks from parking to work because they may get off work at all different times of day.
- Adding additional high visibility striping/bicycle symbols to the bike lanes on Sherman Street/Hwy 62 with more frequency would make the bike lanes more visible and easily identified and would promote increased usage by community members.
- Adding “Diagonal Parking Only” signs and striping currently non-striped gravel parking areas would increase the amount of parking available within the study area. Encouraging diagonal parking on one side of residential streets within the study area would also increase parking near downtown. The direction of the diagonal parking stripes should be based upon a user turning off of Sherman Street/Hwy 62 as opposed to another direction to improve the flow of traffic and parking. Also refer to Parking Additions on page 39.
- Adding striping and signs for accessible parking spaces at intersections where spaces currently do not exist would improve transportation for community members of all abilities—especially south of Sherman Street where there is a lack of public ADA parking spaces. These proposed ADA parking locations include: the SW corner of Sherman and Cora Streets, the SW corner of Sherman and Lena Streets, and the SW corner of Sherman and Railroad Streets. (Refer to the Proposed Parking Recommendations wayfinding map on page 47 of this report for a visual of these locations. If accessible parking regulations cannot be met, it would still improve accessibility to sign the spaces as Senior Citizen Parking.
- Encouraging lot owners to add an ADA accessible parking space at the private lot at the NE corner of Sherman Street/Hwy 62 and Cora Street would better service the customers utilizing the lot.
- Directing visitors with the universally recognized blue and white “P” for parking signs to use parking areas that are typically vacant would improve wayfinding and parking usage around Ridgway. Directing trailer and RV parking would enhance wayfinding for visitors to Ridgway as well. Refer to the Parking Recommendations map on page 47.

Enforcement

Enforcing the existing parking regulations established in Ridgway is key to encouraging community members to maximize the available parking in the study area. This is especially important as growth in Ridgway occurs and as parking availability becomes a problem for citizens. In order to do this, the Town should:

- Enforce violations of parking regulations.
- Give warning tickets to vehicles that park in the bike lanes on Sherman Street/Hwy 62 to educate users, ticketing vehicles with fines or penalties that park in these areas habitually.
- Identify key areas to ticket illegally parked vehicles that are blatantly disregarding regulations.



Gravel Parking Striping gravel parking areas would guide parking—improving efficiency and increasing the number of spaces available.



Shared Parking Private businesses and churches could share their lots to improve parking availability.

Reconfigure Parking to be More Efficient

Add temporary striping/painting or other features to organize the informal gravel parking areas that are close to the Downtown core within and adjacent to the study area. This could be done once a month during the busy season or before events to establish an efficient pattern. Refer to the Parking Recommendations wayfinding map on page 47 for these areas shown in light blue.

Shared Parking

In order to maximize parking and to offer customers more parking areas, multiple businesses could work together to share their private parking lots. Also, privately owned parking lots could also enter into agreements with nearby businesses to supply off-street employee parking.

The Town could also potentially enter into an agreement with these private businesses and churches to share their parking in exchange for benefits such as the Town providing parking lot maintenance.

RECOMMENDATIONS

Parking Recommendations, continued

Code Considerations

- Restructuring the Ridgway Zoning Code for the Historic Business District to require residential and lodging uses to provide off-street parking spaces at a rate based upon bedrooms and not based on square footage of building size would better meet parking needs based on the type of building use. These larger dwelling units would be required to add on-street parking in front of their properties, if it doesn't already exist, to accommodate for the increased amount of people occupying the space. On-street parking could count towards the required total and would also be available to members of the public.
- Consider the type of residential project by specific type, such as affordable housing, and acknowledge the true parking needs of such a project. Adjust code language if necessary.
- Restructuring the code to require the installation of paved sidewalks and on-street parking by new developments would improve transportation around the community. Such a requirement would also promote increased use of these new developments by providing R.O.W. parking directly adjacent to the specific developments.
- Considering a reduced parking requirement for development involving the adaptive reuse of historic properties would incentivize the restoration of such properties and protect the existing character of Ridgway.

Restrictions

- The Town should consider installing “two hour parking” signs in parking areas at the recognized hubs of activity in downtown Ridgway—refer to the Parking Recommendations wayfinding map map on page 47 for these “hub of activity” areas. Limiting parking on designated blocks to a specific number of hours would compel employees to park further away from their places of work, allowing for more customer parking at business storefronts. Also, if visitors to the community are using these spaces then they will turn over more often. Furthermore, if parking is only a problem in particular hubs of activity on certain days or for certain time periods, signage can be made more specific to limit the duration of parking during those time periods to help with turnover and keep spaces available. An example of this could be, “Two Hour Parking 9AM-5PM Monday-Friday,” to restrict parking during business hours.



Parking Additions

- Adding additional on-street parking and signage/stripping where the existing R.O.W. width allows would increase the amount and density of parking near downtown.
- Establishing a pattern of parallel parking along on one side and diagonal on the other side of residential streets would also increase the amount of parking provided at a walkable distance from downtown. The R.O.W. width is too narrow at some locations to allow for new sidewalks and diagonal parking on both sides of the street; this is why it is suggested that one side be parallel. Cora Street north of Sherman Street/Hwy 62 has been completed with the suggested pattern.
- Designating motorcycle parking spaces with pavement striping at several locations in downtown would increase the parking density for these vehicles—taking up fewer standard-sized spaces and leaving more regular spaces available for cars and trucks.
- Investigate leasing land for parking on vacant lots near or within the study area.

Restricted Parking

Two Hour Parking Signs to regulate parking is recommended in the listed hubs of activity below to encourage parking turn over and discourage parking during events. This is the simplest way to get the desired turnover but is not required while parking is still adequate. The Town could implement this strategy when occupancy is closer to the desired 85%-95% all the time.

- Lena Street between Sherman and Clinton Streets
- Clinton Street between Laura and Cora Streets
- Cora Street between Sherman and Clinton Street



Designated Motorcycle Parking

Striping designated on-street parking for motorcycles optimizes space by creating opportunities for motorcycle parking in smaller-scaled spaces apart from regular vehicular parking spaces. This improves parking efficiency by allowing motorcycles to use smaller spaces; therefore, they do not take up regular-sized parking spaces that can be used by normal vehicles.



Parking Patterns

Cora Street between Sherman and Clinton Streets is a good example of establishing a pattern of parking on a street with a narrow right-of-way. (This photo shows the view from Cora Street looking south from Clinton Street.)



Maintenance/Temporary Striping

Parking spaces in both paved and gravel areas need to be re-striped according to an established maintenance schedule. Paved areas need to be re-striped once a year, which typically falls in spring after snow plowing operations have ceased. Gravel areas can be striped with chalk or painted lines at an interval based upon local conditions and frequency of use. (Striping informal gravel lots can help organize users into the most efficient layout and increase amount of effective parking available.)

RECOMMENDATIONS

EVENT PARKING

People will Walk Further when Parking for Large Events

- People are typically willing to walk up to a half-mile from parking to attend a large event. Paved sidewalk connections and lighting should be provided to encourage people walking further from their vehicles.
- The more safe and comfortable the parking lot, the more people will be apt to use outlying lots at all times of day. Shade trees and lighting at outlying parking lots should be provided to encourage people to walk from such parking lots to an event.
- Bike valet parking at the event location could also be provided as an alternative to parking and walking from a vehicle to the event.

Guidance & Wayfinding Needed for Event Parking

Event organizers should submit a proposed event parking plan to the Town for review/approval prior to the event. The Town/Event Organizers should then implement and manage the approved event parking plan on the day of the event.

- Part of the event parking plan could be installing temporary and/or permanent signage for event parking and involving event organizers or Town staff members in guiding visitors to follow the signage and parking plan.
- Large parking lots should be staffed before and at the beginning of events so that the parking in each lot is organized and efficient.



Informal Gatherings during Event People congregate in Hartwell Park during the “Love Your Valley Festival” which took place on Saturday, May 12th of 2018.

Guidance & Wayfinding Needed for Event Parking, continued

- Gravel lots and gravel streets should have striping painted on them prior to events to improve parking efficiency and reduce confusion of how to park in such areas.
- A shuttle service should be provided on event days from large outlying parking lots, such as the fairgrounds or the schools, for people utilizing these large parking areas. Shuttling people from existing parking facilities would save the Town money by reducing the need for constructing and maintaining additional parking areas near event locations that are currently infrequently used for parking.
- People should be discouraged from using on-street parking areas close to event locations that are near local businesses. The reason for this is that event parking is usually over an extended period of time. Local businesses could lose money from the parking not turning over and, therefore, not providing parking opportunities for new customers. Installing temporary and/or permanent signage limiting parking in hubs of activity for two hours could aid in managing this parking concern.
- An unloading area for events should be designated for vendor use; however, the vendors should be encouraged to actually park at a location away from the event if possible. By educating vendors to not park in main public spaces all day, more visitor parking is allowed to the public which increases parking turnover throughout the day of the event.



Parking Fills up during Event Parking fills up along Cora St. during the “Love Your Valley Festival” which took place on Saturday, May 12th of 2018 in Hartwell Park one block east.

RECOMMENDATIONS

Encouraging Alternate Modes of Transportation

Bike Racks

Ridgway currently has many bike racks located throughout its core downtown. (Refer to the Walkability & Bikeability map on page 13 of this report for bike rack locations.) A single bike rack, such as the one pictured to the left, would accommodate (2) bikes. Currently there are bike racks available for (82) bikes in Ridgway's core downtown area. More bike racks are available at high activity areas such as the intersection of Cora St. and Clinton St. and Lena St. and Sherman St.

These bike racks are made by a local artist to be sculptural and represent Ridgway's artistic, historic, and industrial downtown vibe.



Incentives to Promote Bicyclists

Alternative modes of transportation in a community reduce vehicular trips. Ridgway has increased safety measures for pedestrians and has plans to provide pedestrian wayfinding signage. The recommendations here are focused on encouraging bike use within town and to get to and from events. The image to the right is of a man riding his bike along Lena Street towards Sherman Street.



Bike racks are currently underused in Ridgway; locals deals for bike riders at Ridgway businesses may increase bike use. The Town should work with local businesses to provide coupons, discounts, bike to work day breakfast and/or other incentives to encourage riding bicycles instead of driving.

Bike Valet

In order to promote bicycling to events, the Town/Event Organizers should provide secure bike valet parking at event locations. This would encourage both residents and visitors to ride bicycles across Ridgway to attend events rather than driving and parking.



Covered Bike Parking

The provision of covered bike parking would encourage more bicycle use in all types of weather.

Image from www.bicycletucson.com



Large Volume Bike Parking

The addition of easily-identifiable and user-friendly linear bike racks in Hartwell Park would promote more bicycle use around the Town's downtown core.

Image from www.byoplayground.com



On-Street Bike Parking

Providing bike parking on the street would encourage increased bike use by giving both bikes and vehicles the same ease of access. (People wouldn't have to lift their bikes up onto the curb to park on the sidewalk.) On-street bike parking can be easily integrated by transforming one vehicular space into bike racks. On-street bike parking also reduces pedestrian/bike conflicts on walks.

Image from [Thirteen of Clubs on Flickr](https://www.flickr.com/photos/thirteenofclubs/) ©

RECOMMENDATIONS

Wayfinding

In order to promote parking wayfinding in Ridgway, it is recommended that parking signage be composed of universally understood signs to identify parking locations for users driving into Ridgway off of Sherman Street/Hwy 62. Refer to the Parking Recommendations wayfinding map for the locations of these proposed signs. Some of the signs could be added to existing signage already present off of Sherman Street—see Locations A, D, and E signs on page 46. Other signs that would aid in the guiding visitor parking would be new freestanding signs throughout downtown; three key locations were identified to incorporate new parking wayfinding—see Locations B, C, and F signs below. By incorporating the suggested parking wayfinding, visitors to Ridgway would have an easier time locating appropriate parking areas that often have a great deal of vacant spaces available. Wayfinding would also potentially aid in reducing the number of parking violations by giving trailer and RV vehicles directions on where to park; therefore, discouraging oversized vehicles from taking up multiple regular-sized spaces within downtown.

New Wayfinding Signs

Signage to Match Local Character

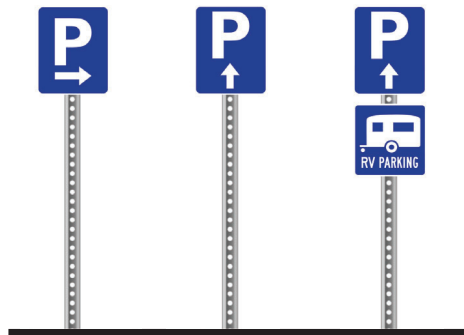


Wayfinding Example This Mountain Village wayfinding sign with its weathering steel material matches the local character of the community in which it is placed. (Mountain Village is located just outside of Telluride, CO.)

Example of Universally-Recognized “P” for Parking Sign



Location B Sign Location C Sign Location F Sign

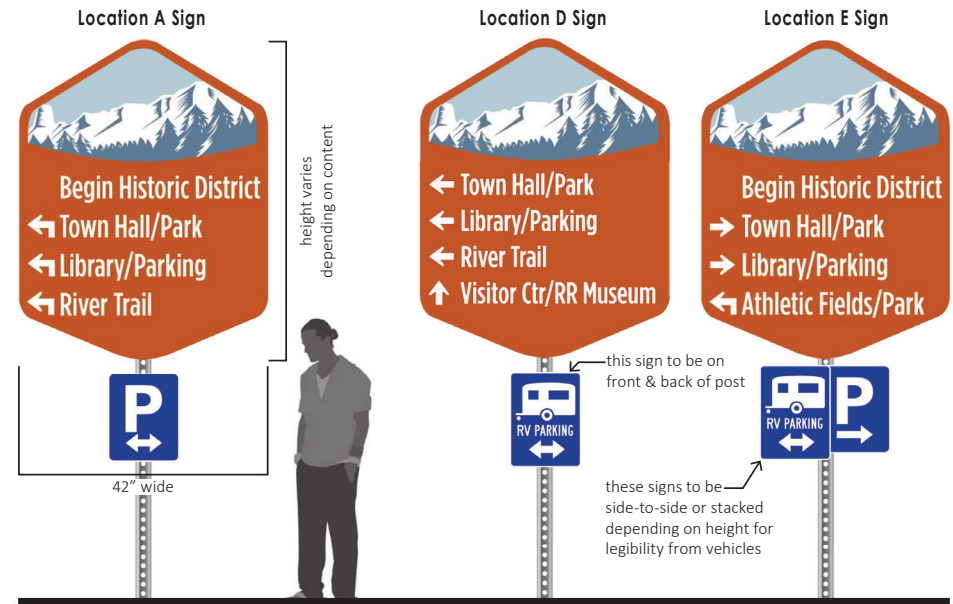


Additional Signage The incorporation of additional parking wayfinding around town is key in encouraging visitors to park in existing lots that are currently underutilized.

Existing Wayfinding Signs with Parking Sign Additions

Existing Sherman St./HWY 62 Sign Information (Refer to Sign Diagram Below)

- 4” High Letters
- 4.5” Wide Arrows
- 42” Wide Sign
- 50”-54” Tall Sign
- Breakaway Posts
- Reflective Letters
- Single-Sided Sign
- 0.125” Aluminum
- Painted Bolts to Secure Sign to Post



Adding Parking Wayfinding Universally recognized “P” for parking signs can be added to existing sign poles on Sherman Street/Hwy 62 to direct vehicles to existing public parking areas.

*Note: All signs should be added to existing poles if possible. Refer to Proposed Parking Recommendations map for sign locations.

PROPOSED PARKING RECOMMENDATIONS



RECOMMENDATIONS

Conclusion

“Ample parking encourages driving that would not otherwise occur without it,” Jeff Speck, author of *Walkable City*.

A balance needs to be struck between building development and parking lots, walkability/biking and automobile use. Off-street parking requirements were mostly designed for development on open, unoccupied land. If off-street parking requirements are made to be too high, it can limit building square footage and encourage more sprawl development. Minimum parking requirements can have unintended consequences such as: encouraging driving, increasing the cost of developing a building, discouraging the reuse of historic structures, and breaking up the continuous storefront feel of a healthy downtown. Ridgway has numerous open parking lots in its downtown that most communities do not; therefore, it is important that as more developments occur in these parcels that the first priority is in the creation of vibrant structures that promote the community such as new businesses, mixed-use buildings, and residential dwelling units. Parking should meet code requirements, but not dominate these undeveloped spaces. Currently, growth is evident within downtown Ridgway in the form of several planned developments such as Space to Create (to be located at the corner of Clinton and Laura Streets) and the residential area to the north of Hartwell Park. With each new approved development (such as these aforementioned) is an opportunity for the Town of Ridgway to continue building upon the fun and vibrant atmosphere of downtown that was further enhanced by the recently completed streetscape improvements. The town's historic architecture, intriguing storefronts, and human-scaled sidewalk environment are memorable and character-defining. The provision of an over-abundance of parking should not be the driving force that guides the development of downtown; any approved development should support and enhance the creation of an active and vibrant downtown. Furthermore, Ridgway's current parking infrastructure would accommodate for years of future growth—allowing for building infill that does not require large additional parking lots.

Ridgway has a very walkable downtown. Residential areas are within close proximity to the core. Based on two types of evaluation – the current Town parking code and Parking Ratios (refer to pages 35 and 36 of this report), it is apparent that the current parking supply meets both code and current demand with room for growth. A healthy downtown has parking utilization of 85%-95%. Ridgway, on a typical day, averages less than 40% utilization of parking spaces in the core study area. Even in the more conservative parking ratio evaluation, the Town exceeds adequate parking levels even with 25%+ growth scenario. All of these spaces are within a 5 minute walk (1/4 mile or less) and most are with 1/8 of a mile (one block) of all of the existing identified hubs of activity. (See the Walkability & Bikeability map on page 13 of this document for these hubs of activity.) The hubs of activity, which are mostly related to restaurants/food service at certain times of the day, were the areas most discussed in public commentary - see stakeholder meeting notes from May 24, 2018 in the Appendix starting on page 53. Listed below are some attainable solutions for taking parking pressure off of these areas:

- **Education** – the Town and employers should work to educate employees to park in low usage areas to leave spaces for visitors.
- **Promoting Alternative Means of Transportation** – the Town and businesses should including incentives for walking and biking.
- **Shared Parking** – a partnership can be formed to share parking resources and maximize usage within Ridgway's downtown; this partnership could be between private business owners or between the Town and an entity that might have underutilized parking during the week such as a church.
- **Time Limits at Hubs of Activity** – this is a longer term solution that can be evaluated as parking usage increases and includes two-hour parking limits at certain times of day/year. Other small communities that have active downtowns have implemented this method of parking control—including Carbondale and Salida. (Refer to the Appendix page 56 of this report for comparisons of parking between Ridgway and other similarly-sized small towns.) Implementing parking time limits can be focused in high-use areas to help encourage people who want to park all day to utilize outlying areas such as the underused street parking available on Laura St. Two-hour parking would require enforcement for it to be effective. Metered parking is not in the short-range plans and wouldn't be needed until activity levels have increased to 85-95% utilization throughout the study area.

- **Manage Event Parking** – organizing gravel parking lots by incorporating striping and therefore directing people to park in the most efficient manner would be a significant improvement over the current unmarked gravel parking areas; this would increase the number of parking spaces available in such lots. Signage to overflow lots is also needed. (Refer to pages 45 and 46 and the Parking Recommendations wayfinding map on page 47 for proposed parking wayfinding.) A shuttle from the fairgrounds and nearby school parking lots during large events should be considered to reduce downtown vehicle traffic and parking congestion on event days.

As a whole, Ridgway has the resources to manage growth and parking through good planning. The current parking availability is beyond adequate and taking care of some of the specific issues will help improve problem areas.



Love Your Valley Festival The “Love Your Valley Festival,” which took place on Saturday May 12th of 2018, was a huge concert event for residents and visitors alike with brewery and food vendors in Hartwell Park right next to downtown.





Exhibit E

Buildings of comparable height and scale in Ridgway

The Historic Mentone Hotel



The Silver San Juan Building



Lena Street Commons PUD – approved in 2018



LENA STREET COMMONS



Redcliff I and II



EXHIBIT F

Walking Tour of Ridgway Bonnie Koch, Ridgway Railroad Museum

The Denver and Rio Grande Railroad came into Ridgway from Montrose. The walking trail to the Ridgway State Park is roughly on the track right of way.



The tracks came through town on what is now Railroad Avenue. In this photo taken in 1893 trees had already been planted in the vacant area in foreground, which became City Park.

Present-day Colorado Highway 62 (Sherman Street) crossed over the siding in the foreground, which later became the connecting track leading to the second RGS roundhouse and machine shop.



The depot was on the west side of the tracks about where the community center is now located. When Rio Grande Southern tracks went in to Telluride, the same depot serviced both railroads. Many years later when the depot was converted into a house, the structure was moved and shifted 90 degrees.

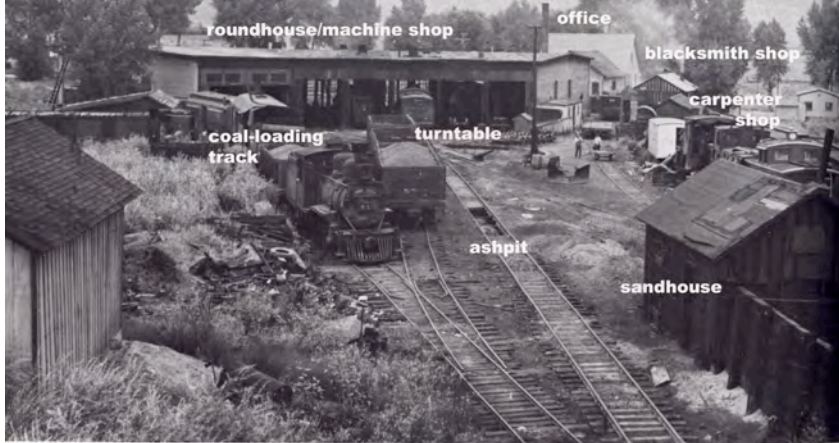
1895 - Located at corner of Lena and Clinton, the Rio Grande Southern Railroad offices occupied this brick structure. The offices were on the second floor with businesses on the first. The original wooden framing for this building blew over in a windstorm, forcing Otto Mears to rebuild.

Notice the coal shed and impressive Mentone Hotel to the rear of the building.

This building was used until 1907. When new locomotive facilities were built just south of the depot, a new brick office building was erected next to the brick roundhouse.



See What A Railroad Yard looked like Ridgway, Colorado 1940



The railyard was fully equipped to service all aspects of the railroad. It stood behind what is now Mountain Market until the railroad closed down in the 1950's.



This modern bank building served as a Post Office and had a drug store connected to it. In the middle of the building is the entrance to a hotel. The Mears Building was just to the right of the photo on the corner of Lena and Clinton.

The Mentone Hotel was on the corner of Clinton and Cora. The main entrance is in the center. It led to the registration desk.

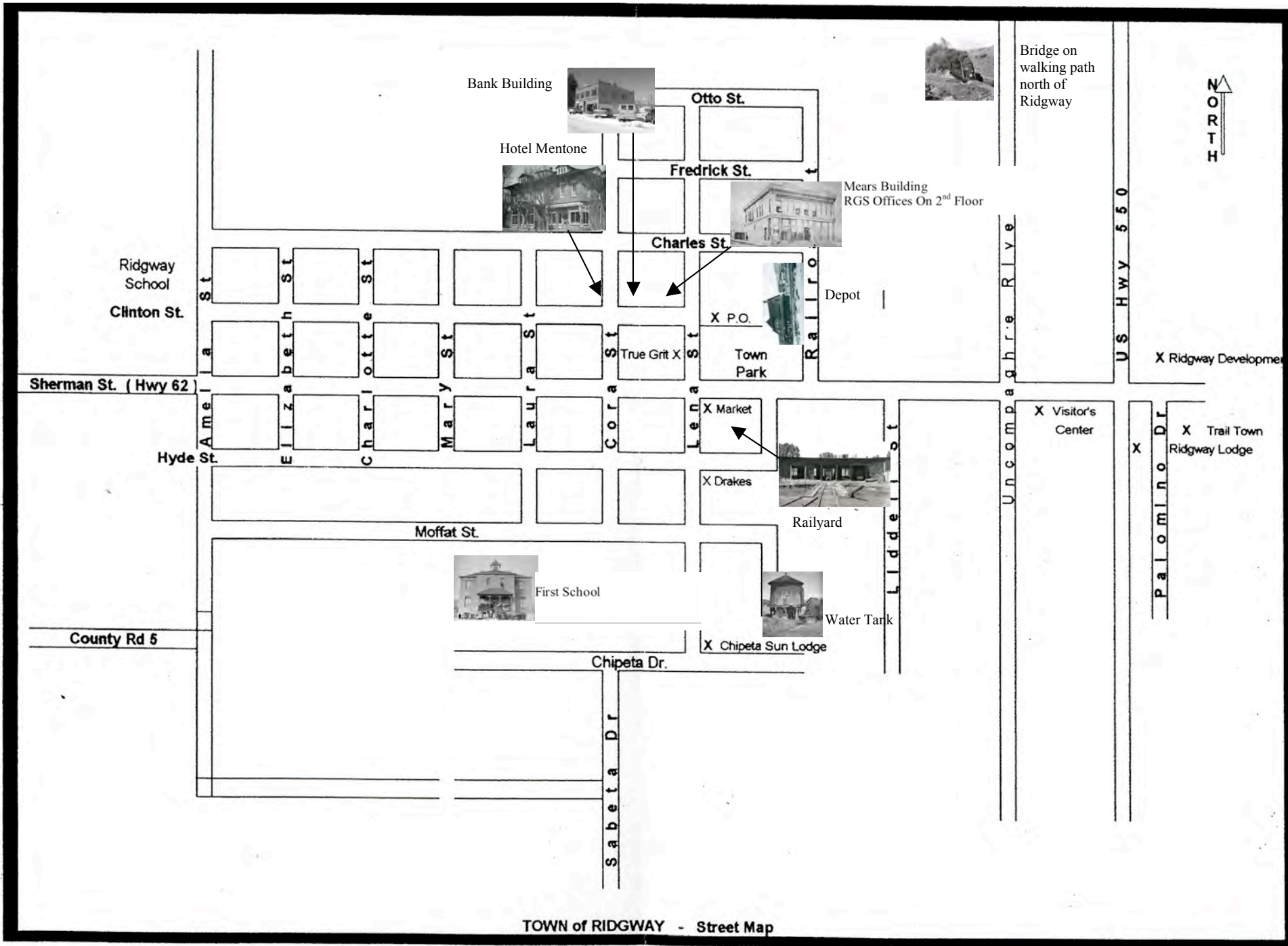
Farther back (to the right), along Cora Street, another entrance provided access to the desk, dining room and a stairway to the rooms above.

This was a favorite boarding place for RGS railroaders – where they could obtain sack lunches and covered tins of coffee for their shifts on the railroad. Enginemen would warm their coffee on the engine's steam pipes, and typically enjoy lunches of sandwiches, fruit pie and hot coffee. The men in the caboose usually had a coffee pot warm on the caboose stove.



First schoolhouse – 1910

B&W Photos Courtesy of Dell McCoy



From: [Rich Hamscher](#)
To: [Pam Kraft](#); [Shay Coburn](#); [Jennifer Coates](#); [Diedra Silbert](#)
Subject: Concerns about Parking in Historic Residential Zone Neighborhoods
Date: Tuesday, March 26, 2019 9:46:50 AM

Hello,

According to Ridgway Municipal Code:

The Town Council desires to maintain the character of community and neighborhoods. particularly as a "Real Community" and not just a tourist town; and

The Town Council desires to assure a safe and quality experience for residents; and

The Town Council has made a conscientious effort to plan for specific uses within all zoning districts and to anticipate conflicts between competing land uses, in order to protect the public's health, safety and welfare.

That will not be detrimental to the character of the neighborhoods.

Citizen Comment:

When the "Space to Create" building eliminates the present parking lot at Clinton and North Laura St., those cars will be displaced and there is "No Effective Transition" (Ridgway Code Language 7-3-8.5) between the Historic Business Zone and the nearby Historic Residential Zone Neighborhoods. Town's solution so far is to park the cars in the Historic Residential Zone Neighborhoods, with attendant disturbing noise, commotion and light pollution.

We believe that requiring parking for businesses in the Historic Residential Neighborhoods violates the intentions of the preceding codes.

At the May 29th 2018 Planning Commission meeting Mayor John Clark commented on a parking situation in the South side of Ridgway, about "reserving the right to find a solution if traffic, safety and noise or other effect which interfere with reasonable enjoyment of surrounding properties becomes an issue" Councilor Hunter seconded.

We see this impending issue becoming a reality by encouraging unlimited tourist, business and employee parking at all hours in the Historic Residential neighborhoods.

Ridgway Code 7-3-2 states: No use shall be established in any Historic Business District that will result in any public or private nuisance, which we feel come and go parking will be.

Keep our Historic Residential Neighborhoods from becoming parking lots. This sets a bad precedent for Ridgway, is out of character for Ridgway, and is against the wishes of neighbors.

The separation of Historic Business and Historic Residential Zones should be maintained.

Thank you for your consideration.

Richard Hamscher
Theresa Goge

Rose Mary Janes
780 Clinton St.
Ridgway, Colorado 81432

3/19/2019

TO: Planning Commission,

I have owned the property on the corner of Clinton Street. and North Mary for the past 64 years. This property is in the historical district and has been well maintained over the years.

It has come to my attention that the city plans to restructure the parking in Ridgway. This plan would impact my property between Clinton and Mary. The diagonal parking would adversely affect access to my property. I am strongly opposed to the plan.

I feel there needs to be more research and community input before moving forward.

Thank you,

A handwritten signature in cursive script that reads "Rose Mary Janes". The signature is written in black ink and is positioned above the printed name and phone number.

Rose Mary Janes
970-247-5479

From: [mcgown](#)
To: [Shay Coburn](#); [Jennifer Coates](#)
Cc: [Ninah Hunter](#); [JT Thomas](#)
Subject: Space to create variances.
Date: Tuesday, March 26, 2019 12:01:59 PM

To the Planning Commission, I am very excited about the space to create project happening in Ridgway Colorado. I think it could be a wonderful addition to downtown Ridgway. I appreciate all the effort and work that has gone into this big project. Thank you. However, I would like to request an extension for some of the design elements to be thought out a little bit more. In particular the variance for third floor setback should be modified so that Clinton Street would remain as shown in the latest drawings, but on Laura Street as the building faces the historic residential district these setbacks should be enforced. Also the parapet on Laura St extends higher than needed to be and should be removed. Setbacks and variations in facades should continue to break up the massive scale.

As far as the parking variance is concerned, there needs to be a more thoughtful solution to parking. This project will greatly increase traffic on Laura Street. Also the parking survey mistakenly identified my lot and my neighbor's lots as potential parking lots. I am very opposed to having a parking lot next to my newly constructed house. We have no intention of allowing our lot to be used for overflow parking.

As far as square footage of the complex variance goes, I'm worried about the impact of potentially 24 families being packed into such a dense location.

Thank you for your consideration and hard work.

Thanks,
Will McGown
McGown, Inc.,
[405 Monroe Memphis, TN 38103](#)
[www.mcgowninc.com](#)
[www.memphisrocker.com](#)
[www.memphisedge.org](#)
[www.memphisheritage.org](#)
901.528.WOOD (9663)

Bob & Darlene Mann
761 Clinton Street
Ridgway, Colorado 81432
970-626-5963

March 26, 2019

To: Ridgway Planning Commission
Re: Space to Create Development: Proposed Variances

The information provided by the town and Space to Create does not adequately address our many concerns.

We like and support the Space to Create project and affordable housing concepts.

However, looking at the information and picture available does not clarify our many questions we have regarding the Space to Create development, especially in regard to the proposed scale of the project as a whole and the resulting parking issues the impacts on our Historic Residential neighborhood in the short- and long- term

We are especially concerned about the vacant lots located at the southwest corner of Clinton & Laura St.

During the RAMP Project the impact on our Historic Residential neighborhood was excessive and in apparent violation of the zoning regulations. We were never alerted to the variance that paved the way for the RAMP staging grounds on that corner and proposed variance and when we communicated our concerns to the Town of Ridgway and CDOT we felt that our concerns were disregarded.

We do not to repeat that experience with the Space to Create development.

As per the parking issues, we understand that each proposed unit requires 2 parking spaces per unit with the exception that units smaller than 600 sft will allow for only one parking space. According to the 2018 Parking Assessment, however, the proposed parking appears to be pushed into the Historic Residential neighborhood and we have great concern about how that will be achieved.

As per the proposed 26 dwelling units, we have these questions:

1. Where will the owners keep their personal things? (Bicycles, motorcycles, sporting equipment, etc.);
2. Is there a dedicated place for those?;
3. Will they each have a one car garage or a storage area?;
4. Will the building have private patios or decks?;
5. Will there be a common area for the owners outside to get fresh air?
6. Will the property serve these need of the owners?

In regards to these proposed variance issues we would like to ask for an extension to further discuss and investigate these proposed variances.

Sincerely,
Bob & Darlene Mann

**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, March 26th, 2019 at 5:30 p.m., to receive and consider all evidence and reports relative to the application described below:

Application for: Temporary Use Permit

Location: Cottonwood Creek Subdivision, Lot 11

Address: TBD Elizabeth Street

Zoned: Residential (R)

Applicant: Lacy Davis

Property Owners: Davis Revocable Trust Dated July 8 2013 c/o Dwight and Lacy Davis

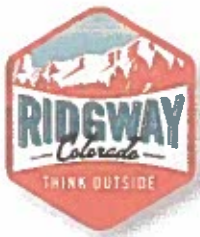
ALL INTERESTED PARTIES are invited to attend said hearing and express opinions or submit written testimony for or against the proposal, to the Town Clerk.

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



DATED: March 14, 2019

Shay Coburn, Town Planner



Official Use Only

Receipt # 251

Date Received: 3-21-19

Initials: FL

Planning Commission Hearing Request

General Information

Applicant Name Lacy Davis Application Date 2/28/19
Mailing Address 2809 E Desert Cove Ave Phoenix, AZ 85028
Phone Number 480-262-3811 Email lacyblitzdavis@gmail.com
Owner Name Dwight & Lacy Davis | Davis Revocable Trust, dated July 8, 2013
Phone Number 480-570-8526 Email dwight@reelsteel.net
Address of Property for Hearing TBD Elizabeth St. Ridgway, CO 81432
Zoning District Residential

Action Requested

- | | |
|---|--|
| <input type="checkbox"/> Deviation to Single-Family Home Design Standards 6-6 | <input type="checkbox"/> Variance 7-3-16 |
| <input checked="" type="checkbox"/> Temporary Use Permit 7-3-13(C) | <input type="checkbox"/> Rezoning 7-3-17 |
| <input type="checkbox"/> Conditional Use 7-3-14 | <input type="checkbox"/> Subdivision 7-4 |
| <input type="checkbox"/> Change in Nonconforming Use 7-3-15 | <input type="checkbox"/> Other _____ |

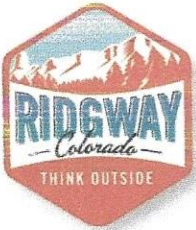
Brief Description of Requested Action

See attached letter

Required Fee Payable to the Town of Ridgway

Temporary Use Permit	\$100.00	Subdivisions	
Conditional Use	\$100.00	a. Sketch Plan	\$200.00 (plus \$10.00 / lot or unit)
Change in Nonconforming Use	\$100.00	b. Preliminary Plat	\$400.00 (plus \$20.00 / lot or unit)
Variances & Appeals	\$150.00	c. Final Plat	\$300.00
Rezoning	\$200.00	d. Minor Subdivision	\$200.00
Other Reviews Pursuant to 7-3-18	\$100.00	e. Lot Split	\$100.00
Variance from Floodplain Regulations	\$100.00	f. Replat	\$100.00 (plus \$20.00 / lot or unit)
Deviations from Single Family Design Standards	\$100.00	g. Plat Amendment	\$100.00
		h. Planned Unit Development	See b and c above

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.



Attachments Required

For ALL Applications

- ☒ Evidence of ownership or written notarized consent of legal owner(s).
- ☒ Information proving compliance with applicable criteria (see the Ridgway Municipal Code for criteria), like a narrative, site plans, and/or architectural drawings drawn to scale on paper size of 8.5 x 11 or 11 x 17.

Conditional Use Permits

- ☐ The site plan shall show the location of building(s), abutting streets, all dimensions, off-street parking requirements, and landscaping.
- ☐ Architectural drawings shall include elevations and details of building(s).

Changes in Nonconforming Use

- ☐ Description of existing non-conformity.

Variance

- ☐ The site plan shall show the details of the variance request and existing uses within 100 ft. of property.

Rezoning

- ☐ Legal description, current zoning, and requested zoning of property.

Subdivision

- ☐ All requirements established by Municipal Code Section 7-4.
- ☐ Sketch plan submittals shall be submitted at least 21 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.
- ☐ Preliminary plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.
- ☐ Final plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.

Please note that incomplete applications will be rejected.

Darcy Davis
Applicant Signature

3/1/19
Date

[Signature]
Owner Signature

3/1/19
Date

222308

Page 1 of 1

Michelle Nauer, Clerk & Recorder

Ouray County, CO

01-07-2019 12:10 PM Recording Fee \$13.00

RP \$0.00

State Documentary Fee

Date: 12/13/2018

\$0.00

No Doc Fee Required

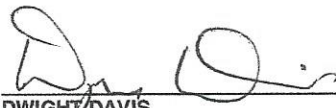
Quit Claim Deed

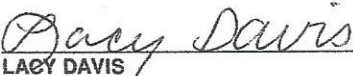
(Pursuant to 38-30-116 C.R.S.)

THIS DEED, made on December 13, 2018 by DWIGHT DAVIS AND LACY DAVIS Grantor(s) of the County of MARICOPA and State of ARIZONA for the consideration of *** Ten Dollars and Other Good and Valuable Consideration *** dollars in hand paid, hereby sells and quitclaims to THE DAVIS REVOCABLE TRUST, DATED JULY 8, 2013 Grantee(s), as Entity whose street address is P.O. BOX 31785, Phoenix, AZ 85046 County of MARICOPA, state of ARIZONA, the following real property in the County of Ouray and State of Colorado, to wit:

LOT 11, COTTONWOOD CREEK SUBDIVISION, ACCORDING TO THE PLAT RECORDED DECEMBER 16, 1992 UNDER RECEPTION NO. 152361, COUNTY OF OURAY, STATE OF COLORADO.

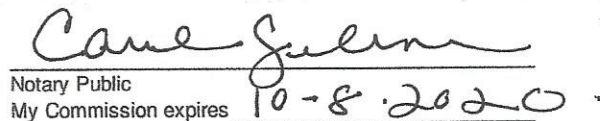
also known by street and number as TBD ELIZABETH STREET, RIDGWAY, CO 81432
with all its appurtenances.

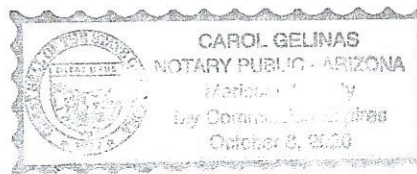

DWIGHT DAVIS


LACY DAVIS

State of Arizona)
County of maricopa)ss

The foregoing instrument was acknowledged before me on this day of 19th of December 2018
DWIGHT DAVIS AND LACY DAVIS


Notary Public
My Commission expires 10-8-2020



When recorded return to: DWIGHT DAVIS AND LACY DAVIS
P.O. BOX 31785, Phoenix, AZ 85046



Town of Ridgway
201 N. Railroad St
Ridgway, CO 81432

To Whom It May Concern:

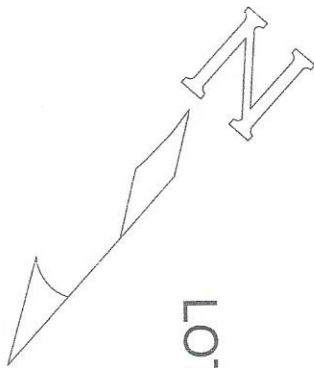
My wife, five year-old daughter and I are moving to Ridgway, CO from Phoenix, AZ. We have purchased Lot 11 in Cottonwood Creek subdivision on Elizabeth St. (address TBD) with intentions of building our primary house. (The plans are attached). Due to the low availability of rental property and the high-cost, we would like to live in our RV on site during the first part of construction. Our plan is to have the permit in hand and break ground May 1, 2019, concentrating on the garage and the apartment above it with a targeted move-in date of October 1, 2019. We'll simultaneously be working on the main house, completing this in the spring of 2020.

Sincerely,

A handwritten signature in black ink, appearing to read "Dwight Davis", with a stylized flourish at the end.

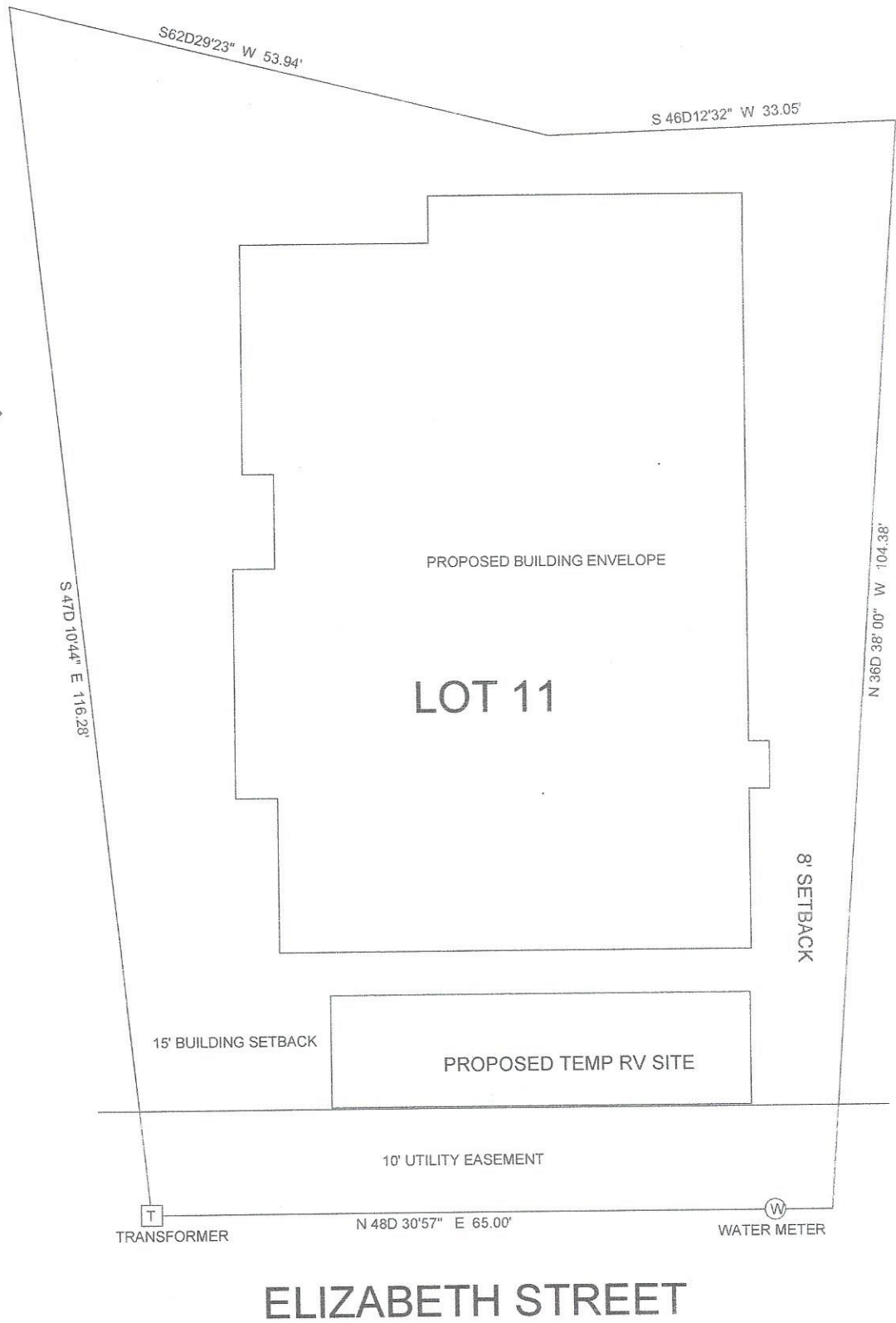
Dwight Davis, Owner

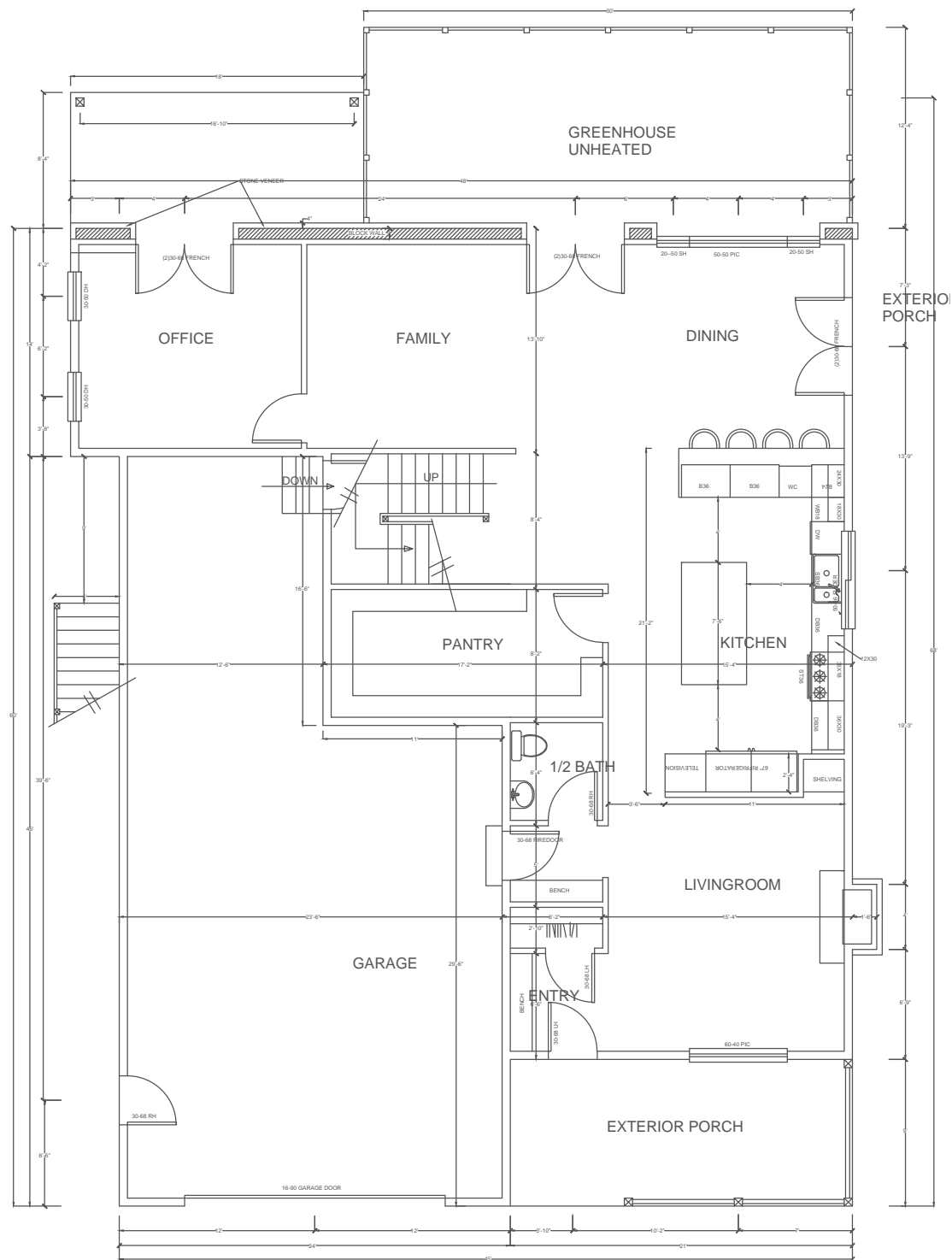
14647



LOT 11 COTTONWOOD CREEK SUBDIVISION
PLOT PLAN

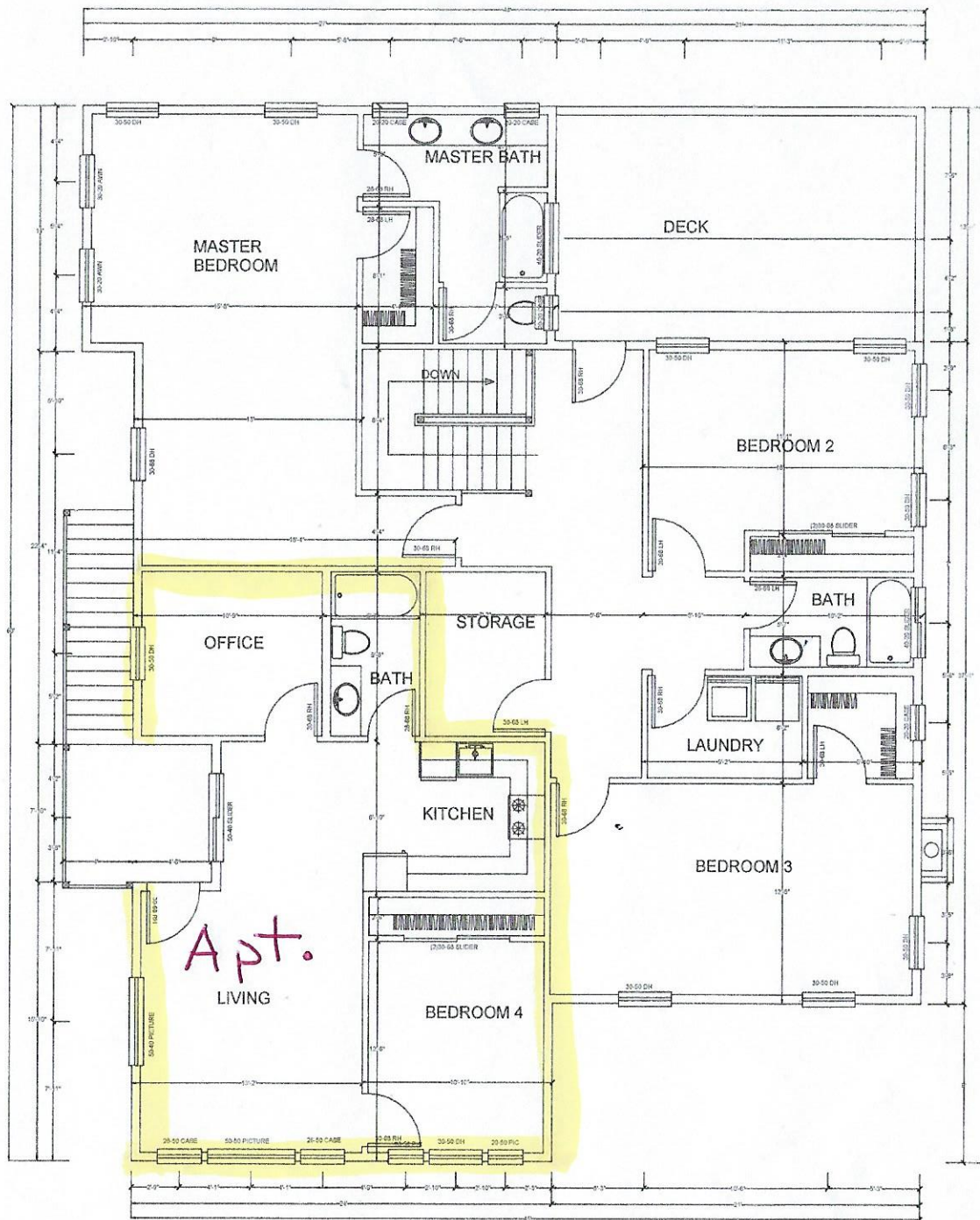
SCALE 3/16"=1'





FIRST FLOOR FRAME

SCALE: 1/4"=1'



STAFF REPORT

Request: Temporary Use Permit
Legal: Cottonwood Creek, Lot 11
Address: TBD Elizabeth Street
Parcel #: 430517413015
Zone: Residential (R)
Applicant: Lacy Davis
Owner: Davis Revocable Trust Dated July 8 2013 c/o Dwight and Lacy Davis
Initiated By: Shay Coburn, Planner
Date: March 26, 2019

REQUEST

The Applicant is seeking a Temporary Use Permit to have a travel home parked and occupied at a construction site. Code provisions allow for a travel home to be occupied at a construction site during the period of construction for up to one year per RMC §7-3-13(C)(2).

The Applicant submitted an application, letter, and site plan for this public hearing. The property and public hearing have been noticed in compliance with the Town Municipal Code.



CODE PROVISIONS

*7-3-13 Supplemental Regulations**(C) Temporary Use Permits:*

(1) The Planning Commission may issue a permit authorizing certain temporary uses of premises in a district for a use which is otherwise not allowed in such a district for the periods specified here below:

<i>Use</i>	<i>Zoning District</i>	<i>Period</i>
<i>Construction office incidental to construction on premises</i>	<i>All districts</i>	<i>9 months</i>
<i>Carnival, circus, bazaar, fairs</i>	<i>Commercial</i>	<i>1 week</i>
<i>Tent meetings or crusades</i>	<i>Commercial</i>	<i>2 weeks</i>

(2) A permit (for a period of up to 1 year) may be issued under the following circumstances by the Planning Commission for temporary location or use of a mobile home or travel home:

(a) For fire protection or security purposes in the General Commercial District.

(b) At a construction site during the construction period.

(3) The Planning Commission shall hold such hearings concerning the application as the circumstances merit in its opinion. Notice of any hearing shall be posted, visible from each street frontage abutting the property, for at least 10 days prior to the hearing. The permit may be granted subject to conditions

appropriate to insure that no public or private nuisance or safety hazard will be created. (Ord 14-1998)

(D) Use and Location of Travel Homes:

(1) Travel homes may be occupied only in the following circumstances:

(a) Within a licensed travel home park for a maximum period of 6 months in any one 365 day period.

(b) Upon private property for temporary occupancy by out-of-town guests for a period not to exceed 30 days in any year for any tract of property.

(c) Upon property for which a permit has been issued by the Town, pursuant to Subsection 7-3-13(C).

(2) Travel homes may be parked, if unoccupied, upon private property if in compliance with zoning setbacks, or temporarily upon public streets, if registered under State law and lawfully parked. Provided, however, they may not be parked in a manner which creates a traffic hazard.

ANALYSIS

This request is reviewed pursuant to §7-3-13(C)(3), which provides that the Planning Commission shall hold a hearing concerning the application “*as the circumstances merit in its opinion*”. The permit may be granted subject to conditions to ensure that no public or private nuisance or safety hazard is created.

This property is on South Elizabeth Street, in the Cottonwood Creek Subdivision. The subject property is sandwiched between two existing houses. The applicant plans to build a house and an accessory dwelling unit (ADU) on this property starting this year and would like to place a travel home on the property to live in during part of the building process. The Applicants estimate that they will have the garage with an ADU on top ready to be occupied by October 1, 2019. At that time, they would move into the ADU and out of the travel home and continue to build the rest of the house. A building permit has not yet been submitted for Lot 11. Per the Applicant’s letter, they are hoping to get a building permit by May 1, 2019. Given the desired date, the travel home would only be occupied for about five months.

One potential nuisance is the visual impact of the travel home. This is not a busy area of town which means that the visual impact will be limited to really just the neighboring properties. In terms of safety, the Applicant should confirm that the travel home will be hooked up to utilities and that sanitation will be handled appropriately.

The code requires that the travel home be located outside of setbacks on the property. The submitted site plan shows the travel home within the 15-foot front setback so the proposed location will not work. In addition, it is important to be sure that there is room for the construction crew to navigate the site without impacting the public rights-of-way and neighbors. A construction staging plan is required with all building permits so this will be reviewed by staff at the time of building permit.

STAFF RECOMMENDATION

Staff feels that the intent of this provision is to allow people who are building their home to live on the property during the time of construction to help with the costs of living and building. As indicated in the letter submitted, the house built on this property will be the Applicant's primary residence. Staff recommends approval of this application for a Temporary Use Permit for a travel home to be occupied at the construction site for a period up to one year for Lot 11 Cottonwood Creek for owners Dwight and Lacy Davis with the conditions that the setbacks per the Ridgway Municipal Code are observed.



Posted property from Elizabeth Street looking southeast.

PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING

MARCH 6, 2019

CALL TO ORDER

The Chairperson called the meeting to order at 5:35 p.m. with Commissioners Emilson, Liske, Nelson, Mayor Clark and Chairperson Canright in attendance. Councilor Hunter was not present for roll call and Commissioner Falk was absent.

PUBLIC HEARINGS

1. Application for Planned Unit Development (PUD)/Minor Subdivision; Location: Parkside Subdivision, Lot 5; Address: 791 and 795 North Laura Street; Zone: Low Density Residential; Applicant: Bryce Jones; Owners: Bryce Jones and Ryan Jones.

Staff Report dated March 6, 2019 presenting background, analysis and staff recommendation prepared by the Town Planner.

Town Planner Shay Coburn presented an application for PUD via the minor subdivision process. She explained the applicant is requesting to split the lot with the newly constructed duplex that was built by right, into two lots due to financing needs. Ms. Coburn noted the request also includes a variance to the regulations for dimensional requirements of lot size, interior side set back, and street frontage. She reviewed the variance requirements and edits to the plat map as outlined in the Staff Report. The Town Planner recommended approval of the application because the spirit of the zoning requirements have been met and the lot division will do little to change the appearance and functionality of what has already been approved and built. The applicant is unable to obtain financing because comparable duplex properties have not sold in the recent past, resulting in practical difficulty for the applicant she added.

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

The Planning Commission expressed concern about maintaining the designated duplex and other multi-family lots in town to help provide diverse housing options. They also discussed potential situations resulting from two separate owners in a duplex circumstance, the need for continuity in the structure, and in the materials used for the structure's, landscaping and fencing. The Commission agreed uniformity could be achieved through adding language in the party wall agreement.

ACTION:

Commissioner Emilson moved to approve the Application for Planned Unit Development/Minor Subdivision for the Parkside Subdivision, Lot 5; Address 791 and 795 North Laura Street; Applicant Bryce Jones; with the recommendations listed in the Staff Report dated March 6, 2019; as well the conditions discussed in this hearing regarding the exterior materials, landscaping and fencing via a party wall agreement. Commissioner Liske seconded the motion, and it carried unanimously.

OTHER BUSINESS

2. Update on the Master Plan Process

Planner Coburn informed the Commission that the draft for the Master Plan is now available on the Town website and a link to the draft was emailed to the Commissioners. A survey was created as a follow up to the last public meeting that is also available online through March 22.

3. Dark Skies Discussion

Staff Report dated March 5, 2019 presenting background, analysis and staff recommendation prepared by the Town Planner.

The Town Council directed staff at the February 13 Regular Meeting to update the Ridgway Municipal Code Outdoor Lighting Regulations in order to be designated as a dark skies community with the International Dark Skies Association. Ms. Coburn reviewed the requirements to achieve the goal and presented the current town lighting regulation with proposed changes. David Jones and Howard Greene, Ridgway Dark Skies Committee members, participated in the discussion. The Commission directed staff to refine the proposed changes in the ordinance to include key points of the discussion, and to prepare a summary of the criteria and designated responsible parties for presentation at the April Planning Commission Regular Meeting.

APPROVAL OF THE MINUTES

4. Approval of the Minutes from the Meeting of January 29, 2019

ACTION:

Mayor Clark moved to approve the Minutes from January 29, 2019. Councilor Hunter seconded the motion and it carried unanimously.

ADJOURNMENT

The meeting adjourned at 7:40 p.m.

Respectfully submitted,

Karen Christian
Deputy Clerk