

Ridgway Town Council
Regular Meeting Agenda
Wednesday, June 12, 2019
201 N. Railroad Street, Ridgway, Colorado

5:30 p.m.

ROLL CALL Councilors Robb Austin, Tessa Cheek, Ninah Hunter, Beth Lakin, Russ Meyer, Mayor Pro Tem Eric Johnson and Mayor John Clark

EXECUTIVE SESSION

The Council will enter into a closed session pursuant to Colorado Revised Statutes 24-6-402(b) for the purpose of receiving legal advice regarding the following matters: (i) Tony Girard and Sherman Herran LLC v. Town of Ridgway; (ii) Ridgway Municipal Code Violation - Jacob and Stacie Veatch dba Stacie's Apothecary; (iii) waste water utility maintenance; (iv) process regarding municipal code amendment(s) for water utility rates and C.R.S. 24-6-402(4)(e) for the purpose of determining position relative to matters that may be subject to negotiations: Lena Street Commons - Town of Ridgway Development Agreement.

6:00 p.m.

ADDITIONS & DELETIONS TO THE AGENDA

PRESENTATIONS AND INTRODUCTIONS

Update from the Marshal's Office - Interim Marshal Shane Schmalz

ADOPTION OF CONSENT CALENDAR All matters listed under the consent calendar are considered to be routine by the Town Council and enacted by one motion. The Council has received and considered reports and recommendations prior to assigning consent calendar designations. Copies of the reports are on file in the Town Clerk's Office and are available to the public. There will be no separate discussion on these items. If discussion is requested, that item will be removed from the consent calendar and considered separately.

1. Minutes of the Regular Meeting of May 8, 2019.
2. Minutes of the Joint Workshop Meeting of May 22, 2019.
3. Minutes of the Special Meeting held May 23, 2019.
4. Minutes of the Workshop Meeting of May 23, 2019.
5. Minutes of the Joint Workshop Meeting on May 30, 2019.
6. Minutes of the Special Meeting of June 5, 2019.
7. Register of Demands for June 2019.
8. Renewal of liquor store license for Ridgway Liquors.
9. Renewal of tavern liquor license for Sherbino Theater.
10. Renewal of Fermented Malt Beverage liquor license for Ridgway Shell.

11. Renewal of Fermented Malt Beverage liquor license for Ridgway Texaco.

PUBLIC COMMENTS Established time for the public to address the Council regarding any item not otherwise listed on the agenda. Comments will be limited to 5 minutes per person.

PUBLIC REQUESTS AND PRESENTATIONS Public comments will be limited to 5 minutes per person; discussion of each item may be limited to 20 minutes.

12. Request for a five year extension and second amendment to the Memorandum of Understanding concerning annexation of the County's property located at 111 Mall Road - Ouray County Board of County Commissioners.

PUBLIC HEARINGS Public comments will be limited to 5 minutes per person; hearings may be limited to 20 minutes.

13. Preliminary Plat for RiverSage Phase 2; Location: Outlot RiverSage PUD Plat; Address: TBD River Sage Drive and Chester Court; Zone: Residential; Applicant: Rick Weaver; Owner: RiverSage Ridgway LLC.
14. Minor Subdivision; Location: Solar Ranches Filing 1, Lot 39; Address: 520 Chipeta Drive; Zone: Residential; Applicants and Owners: Paula James and Don Rogers.
15. Ridgway Master Plan, consideration of adoption in accordance with C.R.S. § 31-23-206.

LAND USE MATTERS Public comments will be limited to 5 minutes per person; hearings may be limited to 20 minutes.

16. Agreement for purchase of project infrastructure easements of approximately 1512 square feet, and Town conveyed land of approximately 1601 square feet, to Lena Commons LLC - Town Attorney.

POLICY MATTERS Public comments will be limited to 5 minutes per person; overall discussion of each item may be limited to 20 minutes.

17. Discussion on the process for review of water rates - Mayor Pro Tem Johnson.
18. Introduction of an Ordinance Amending Ordinance 2018-07 Which Prohibits the Use of Certain Plastic Bags, to Allow an Exemption for the Use of Small, Locking, Plastic Bags up to Two Gallon in Size - Town Manager.
19. Approval of application for Department of Local Affairs Main Street Mini Grant - Town Manager.
20. Agreement for receipt and use of private donation for the purpose of designing and constructing a pavilion and storage building in the Ridgway Athletic Park - Town Manager.
21. Review and recommendation of changes and updates to the CC4CA Policy Statement for 2019-2020 - Town Manager.
22. Appointment of steering committee member and review of commitments to CC4CA - Town Manager.

23. Request to send a letter to Representative Catlin and Senator Don Coram requesting prioritization to secure a source of sustainable funding for the Colorado Water Plan during the 2020 State Legislative Session - Mayor Pro Tem Johnson.
24. Request to apply for victim advocate grant funding - Town Manager.
25. Request to purchase a tractor - Town Manager.
26. Discussion regarding the process and priorities for the CDOT 20145 Statewide Plan and GVTPR Regional Transportation Plan - Town Manager.
27. Appointment of member to the Ouray County Housing Authority - Mayor Pro Tem Johnson.

MANAGERS UPDATE

Planning Commission
Space to Create project
Stormwater Master Plan progress and public meeting on July 9th
Building Code Task Force
Summer activities
CML Conference
General Town Hall updates

STAFF REPORT Written report is provided for informational purposes prior to the meeting updating Council on various matters that may or may not warrant discussion and action.

COUNCIL COMMITTEE REPORTS Informational verbal reports from Councilors pertaining to the following committees, commissions and organizations:

Council Appointed Committees, Commissions, Task Forces:

Ridgway Parks, Trails & Open Space Committee - Councilors Austin and Mayor Pro Tem Johnson
Ridgway Planning Commission - Councilor Cheek and Mayor Clark
Ridgway Creative District Creative Advocacy Team - Councilor Hunter
Ridgway Scholarship Committee - Mayor Pro Tem Johnson and Mayor Clark

Council Board Appointments:

Ouray County Weed Board - Councilor Lakin; alternate - Town Engineer
Ouray County Joint Planning Board - Councilor Meyer, citizens Rod Fitzhugh & Tom McKenney; alternate-Mayor Pro Tem Johnson
Sneffels Energy Board - Councilor Lakin and Public Works Services Administrator; alternate - Mayor Pro Tem Johnson
Region 10 Board - Mayor Clark
WestCO Dispatch Board - Town Marshal; alternate - Town Manager
Gunnison Valley Transportation Planning Region - Town Manager; alternate - Public Works Services Administrator
Ouray County Transit Committee - Public Works Services Administrator; alternate - Town Manager
Ouray County Water Users Association - Councilor Meyer

Council Participation and Liaisons:

Chamber of Commerce - Councilmember Hunter
Communities That Care Coalition - Mayor Clark
Ouray County Fairgrounds - Councilor Austin

ADJOURNMENT

Deadline for agenda items for next regular meeting, Wednesday, July 3, 2019 at 4:00 p.m., Town Clerk's Office, 201 N. Railroad Street, Ridgway, Colorado.

RIDGWAY TOWN COUNCIL
MINUTES OF REGULAR MEETING
MAY 8, 2019

CALL TO ORDER

The Mayor called the meeting to order at 6:05 p.m. in the Community Center at 201 N. Railroad Street, Ridgway, Colorado. In attendance Councilors Cheek, Hunter, Mayor Pro Tem Johnson and Mayor Clark. Councilors Austin, Lakin and Meyer were absent.

CONSENT AGENDA

1. Minutes of the Regular Meeting of April 10, 2019.
2. Minutes of the Special Meeting held April 15, 2019.
3. Register of Demands for May 2019.
4. Renewal of restaurant liquor license for Oriental Chinese Restaurant.
5. Renewal of restaurant liquor license for Full Tilt Saloon.
6. Renewal of brew pub liquor license for Colorado Boy Pub & Brewery.
7. Renewal of hotel restaurant liquor license for Chipeta Sun Lodge.

ACTION:

It was moved by Mayor Pro Tem Johnson and seconded by Councilmember Hunter to approve the consent agenda. The motion carried unanimously.

ACKNOWLEDGMENTS AND INTRODUCTIONS

The Mayor thanked and acknowledged Dan Bartashius on his retirement after 31 years of service to the Town.

PUBLIC COMMENTS

Tammi Tuttle requested the Council hold a “work session” with business owners to discuss the new water rates.

Bob Collins noted the request for a meeting with the Council is to “review if improvements” are being paid for “equally” by all utility users, and that increases “affect everyone”, “not just businesses”.

There was discussion and the Council agreed to add an item to the agenda to discuss calling a workshop meeting.

Dave Jones noted the municipal code requires “50% live vegetation” before issuance of a certificate of occupancy, and suggested the Town research changing the language to allow for other types of ground coverage.

Sue Williamson recapped events within the Marshals Department and expressed concerns for “victims of crime”.

Eric Waltwist questioned the need for a policy pertaining to public inquiries made to the Marshals Department.

Brad Wallace encouraged a "broader interpretation of xeriscape regulations" and suggested the Council "consider something else besides live vegetation".

ACTION:

Mayor Pro Tem Johnson moved to amend the agenda to consider a possible workshop to discuss water rates for commercial businesses, Councilor Hunter seconded, and the motion carried unanimously.

The Council reviewed dates to hold a workshop to discuss commercial water rates. It was agreed to extend the workshop meeting scheduled for May 23rd, and begin the water rate discussion at 7:30 p.m.

PUBLIC REQUESTS AND PRESENTATIONS

8. Request to adopt a proclamation Declaring May to be Mental Health Awareness Week

Paul Reich with Tri-County Health Network presented the Council with a draft proclamation declaring May to be Mental Health Awareness Month. He noted adoption of the proclamation may assist in raising awareness of mental health disorders, and educate the community of two new programs offered within the County.

There was discussion by the Council.

ACTION:

Moved by Mayor Pro Tem Johnson, seconded by Councilor Hunter and unanimously carried to approve the proclamation declaring May to be Mental Health Awareness Week.

9. Request for letter of support of the Single Family Owner Occupied Housing Rehabilitation Program and Ridgway Community Development Plan

The Town Manager presented an email dated 4-11-18 from Ute Janz with Delta Housing Authority, requesting approval of a letter of support and community development plan to assist in preparation of a grant application to the Colorado Division of Housing for housing rehabilitation funds for low and moderate income homeowners. She explained the program will offer \$5000 and \$10,000 "forgivable loans" for home rehabilitation, and noted the Town is being asked to provide \$250 for each project completed within the community.

There was discussion by the Council and it was agreed to budget for four projects, for a total of \$1000.

ACTION:

Councilor Hunter moved to approve the letter of support of the rehabilitation program and commit to the development plan and pay towards four projects in the amount of \$1000. Mayor Pro Tem Johnson seconded the motion which carried unanimously.

10. Quarterly update from the Ridgway Area Chamber of Commerce

Hilary Lewkowitz, Marketing Director for the Ridgway Area Chamber of Commerce presented a written report for the first quarter of 2019. She reviewed the report with the Council which addressed updates on staffing and the board of directors; Colorado Tourism Office grant funds for off peak season marketing; state grant to promote off-peak season tourism; co-tourism grant for strategic plan to re-design the visitor center and Heritage Park; Colorado Creative Corridor; website, digital newsletters and social media; 2019 Visitors Guide; fundraiser; marketing initiatives; print media; itinerary development project; youth apprenticeship program and career experience fair; profit and loss report for January through April.

PUBLIC HEARINGS

11. Application for Tavern Liquor License for Star Saloon; Applicant: Star Saloon LLC, shareholder: Adam Dubroff; Location: 373 Palomino Trail

Staff Report from the Town Clerk dated 4-8-19 presenting a tavern liquor license application from Star Saloon LLC.

Town Clerk's Notice of Public Hearing dated 4-8-19.

The Town Clerk presented an application for a tavern liquor license from Adam Dubroff, sole member of Star Saloon LLC, to license a new premise at 373 Palomino Trail, and operate an establishment called Star Saloon within Ridgway Lodge. She noted the proposed license will encompass a recently constructed bar, kitchen, sitting/dining area and lounge; a recently renovated reception area; the pool and outside patio area, all located within the lodge.

SPEAKING FROM THE AUDIENCE:

Tammy Tuttle spoke in support of issuing the license.

ACTION:

Councilor Hunter moved, with Mayor Pro Tem Johnson seconding to approve the application for tavern liquor license to Star Saloon LLC, location 373 Palomino Trail. On a call for the vote the motion carried unanimously.

POLICY MATTERS

12. Presentation of the Ridgway Master Plan

The Town Planner and Community Initiatives Facilitator presented a report on the update to the Town's Master Plan. The "extensive community outreach", and "effort to involve the public in all facets of visioning and development" during the year long process of the plan was noted. The draft plan was presented to the Planning Commission during the recent meeting, is now being presented for Council review. At the next meetings public hearings will be held, and adoption recommended. It was noted the plan represents "where the community hopes to go in the future", "a statement of policy and intent", "is a guiding document" and brings all other plans, such as parks and transportation into one document. The planning process started with a community steering committee, which met seven times. Community outreach began in June of 2018 with community engagement events

and two major public meetings to receive ideas and feedback. Three on-line surveys were conducted with over 900 responses received. Input was solicited at public events and from students at the schools.

The plan is organized into several parts which address an overview of the plan; background; vision and values; goals and policies; growth framework and an action plan. Community values are comprised of topics most important to the community including healthy natural environment; sense of community and inclusivity; small town character and identity; vibrant and balanced economy; well managed growth. There are action plan items for each community value which include goals and action items. The action items will assist in the annual Town budgeting process to “determine priority projects and land use decisions”.

SPEAKING FROM THE AUDIENCE:

Rick Discoe suggested future development areas may need to be revised on the zoning map.

Kari Girard questioned the adoption process.

The Town Attorney explained adoption will include a public hearing before both the Planning Commission and Town Council.

Kari Girard expressed concerns the document “may affect property values”. She suggested the Town “reach out to property owners” and “notify them if their property is being rezoned”.

Chris Hawkins asked the Council to consider including “employee housing” and “higher density”.

It was noted from the Council the document “is for guidance”, and is “not code”.

Ellen Hunter commended the process noting there was a “great amount of public outreach” with an “extensive public process”. She stated “support for adoption of the plan” noting it is a “great guiding document”.

Tom Heffernan stated “it’s a great plan” and supported the adoption.

The Council took at recess at 7:45 p.m. and reconvened the meeting at 7:55 p.m.

13. Request for renewal of ground lease for post office facility with United States Postal Service

The Town Manager presented a lease with the US Postal Service to continue leasing property in Hartwell Park for use of the post office facility. She noted the new lease is for a five year term with an increase in the annual lease payment, and contains automatic renewals for two more five year terms.

There was discussion by the Council and it was agreed to only allow one five year automatic renewal to the lease.

ACTION:

Councilor Hunter moved to approve the ground lease to the USPS with modification to the lease for one, five year term, for the annual rate of \$9074, Councilor Cheek seconded, and the motion carried unanimously.

14. Introduction of an Ordinance Amending Ordinance 2018-07 Which Prohibits the Use of Certain Plastic Bags, to Allow an Exemption for the Use of Small, Locking, Plastic Bags When Used to Seal Consumable Food Products

Manager Coates presented a draft ordinance in follow up to the ordinance banning businesses from giving plastic bags to customers. She explained in discussions with business owners it was requested that an exception be made for “small locking plastic bags when used to seal consumable food products” since compostable locking bags are not available.

There was discussion by the Council.

SPEAKING FROM THE AUDIENCE:

Sue Husch representing Second Chance Thrift Store asked that the exemption include small locking base to seal other products besides consumables.

Tammy Tuttle expressed concerns with costs to businesses to provide alternative products.

There was discussion by the Council and staff. Mayor Pro Tem Johnson made a motion to introduce the ordinance, which died for lack of a second. There was further discussion by Council and it was agreed to direct staff to define the exact size of the locking bags and research consideration to not limit to consumable food products.

15. Information on carry out bag fees

Mayor Clark presented model ordinances from the Product Stewardship Institute depicting regulations adopted by communities establishing regulations which require businesses to charge a fee for persons requesting a bag for merchandise. He noted the regulations would create incentives and “motive consumers to use their own bags”. The carry out bag fee would be five cents for each bag provided to a customer.

16. Resolution to Join Colorado Communities for Climate Action (CC4CA) and Support the CC4CA Policy Agenda

The Town Manager noted at the prior meeting staff was directed to inquire into joining the Colorado Communities for Climate Action (CC4CA). She reported the organization requires members adopt a resolution supporting the CC4CA policy agenda, and presented the document for Council approval.

ACTION:

Moved by Councilmember Hunter to adopt the Resolution to Join Colorado Communities for Climate Action (CC4CA) and Support the CC4CA Policy Agenda. Mayor Pro Tem Johnson seconded the motion which carried unanimously.

17. Appointment of member to the Ouray County Housing Advisory Committee

Mayor Clark reported the Council needs to appoint a member to serve on the Ouray County Housing Advisory Committee. The Council agreed to ask Councilmember Austin if he would like to represent the Town.

18. Modification to Sherbino Theater tavern liquor license

Mayor Clark stepped down due to a conflict of interest, and turned the gavel over to Mayor Pro Tem Johnson.

The Town Clerk presented an application for modification to the tavern liquor license for the Sherbino Theater to include under the license the adjacent property, 610 Arts Collective.

ACTION:

It was moved by Councilmember Hunter, seconded by Councilmember Cheek and unanimously carried to approve the modification to the Sherbino Theater tavern liquor license to include the 610 Arts Collective building.

Mayor Clark returned to sit with the Council.

19. Request for tap fee deferments for the Lena Street Commons PUD

The Town Manager explained developers of the Lena Street Commons PUD have requested deferment of paying water and sewer tap fees. She noted the municipal code requires tap fees be paid at final plat, which is after all infrastructure is installed. The developer is requesting paying tap fees at the time of issuance of building permit for the five buildings. She noted staff is recommending deviating from code requirements to facilitate the request within estimated time frames.

There was discussion between the Council and staff.

ACTION:

Moved by Mayor Pro Tem Johnson, seconded by Councilor Cheek to offer deferred tap fee payments to Lena Street Commons PUD based on utility main line work that needs completed, with tap fees to be due upon the earlier of three years from the execution of the Lena Street Commons Development Agreement, or upon the issuance of a building permit, which ever is first. On a call for the vote the motion carried unanimously.

20. Request from Parks Committee to appoint new member

Manager Coates reported the Parks Committee is recommending appointment of Sue Husch to the committee.

ACTION:

Mayor Pro Tem Johnson moved to appoint Sue Husch to the Parks Committee. Councilor Cheek seconded the motion which carried unanimously.

TOWN MANAGERS REPORT

Manager Coates reported on the Ouray County Multi-Hazard Mitigation Plan; formation of a task force for selection of artwork for the Space to Create site; street sweeping; plan for replacement of the water/wastewater operator due to retirement from employment.

COUNCIL REPORTS

Mayor Pro Tem Johnson reported on the Parks Committee; Councilor Hunter on the Creative District Committee; Mayor Clark on the upcoming Region 10 event.

EXECUTIVE SESSION

The Town Attorney requested entering into a closed session pursuant to Colorado Revised Statutes 24-6-402(b) and (e) for conference with the Town Attorney for the purpose of receiving legal advice and to determine positions relative to matters subject to negotiations regarding signage and water utility improvements and operations.

ACTION:

It was moved by Mayor Pro Tem Johnson, seconded by Councilor Meyer and unanimously carried to enter into closed session.

The Council entered into executive session at 9:30 p.m. with the Town Attorney and Town Manager.

The Council reconvened from closed session at 10:10 p.m.

ADJOURNMENT

The meeting adjourned at 10:10 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

RIDGWAY TOWN COUNCIL and PLANNING COMMISSION

MINUTES OF JOINT WORKSHOP MEETING

MAY 22, 2019

The Town Council and Planning Commission convened for a joint workshop at 6:10 p.m. in the Ridgway Community Center at 201 N. Railroad Street, Ridgway, Colorado. In attendance Councilors Cheek, Lakin, Hunter and Mayor Pro Tem Johnson. Councilors Austin, Meyer and Mayor Clark were absent. Councilmember Cheek in attendance from the Planning Commission.

Town Clerk's Notice of Workshop dated May 20, 2019.

The Council meet with staff to review building procedures; role of the Planning Commission; master plan purpose and process; building and zoning codes; sign regulations, procedures for requests for zoning, variances, rezoning.

There were questions and discussion by the Council throughout the meeting.

The meeting adjourned at 8:10 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

RIDGWAY TOWN COUNCIL
MINUTES OF SPECIAL MEETING

MAY 23, 2019

The Town Council convened for a special meeting at 6:05 p.m. in the Ridgway Community Center at 201 N. Railroad Street, Ridgway, Colorado. The Mayor called the meeting to order and in attendance Councilors Cheek, Hunter, Lakin and Mayor Clark. Councilor Austin and Mayor Pro Tem Johnson were not present for the roll call. Councilmember Meyer was absent.

Town Clerk's Notice of Special Meeting dated May 9, 2019.

1. Review and adoption of Water and Wastewater Capital Assessment Reports

Engineer Joanne Fagan with Consolidated Consulting Services presented facility assessments dated 5-21-19 prepared for both the water and wastewater treatment plants and distribution systems. The Town Manager noted the documents will be used in long term capital improvement planning and for budgeting purposes.

Engineer Fagan stated the assessment reports evaluate, summarize and establish capacity and conditions based on anticipated future growth and system demands between 2016 through 2060.

Mayor Pro Tem entered the meeting at 6:10 p.m. Councilor Austin entered the meeting at 6:15 p.m.

Engineer Fagan presented the water system components which included an assessment of the water system and water rights, and addressed the Beaver Creek diversion; Ridgway Ditch, an open ditch which runs for five miles; Lake Ottonwanda; Lake Ottonwanda transmission line, the pipeline that runs from the lake to the water plant; Happy Hollow, another "major diversion source" which is part of Cottonwood Creek; presedimentation ponds, directly above the water plant; water treatment plant; treated water storage, two 300,000 gallon tanks; distribution systems, bringing water into Town. Items included in the assessments included description; priority; number; urgency and/or time frame; year for completion; estimated cost.

There were questions from the Council through out the presentation.

Engineer Fagan presented the wastewater collection system assessment. She noted the sewer system was constructed in 1976 and expanded in 1999. She noted the system is in a condition to serve for "twenty more years", and that deficiencies in the system are identified in the report. She addressed the wastewater system treatment plant operation, which is a lagoon type system; treatment plant capacity, 10 to 15 years with capacity being reached in 2029 to 2034; potential locations for an alternative system; plant aeration; existing lagoon setbacks from neighboring properties. She reported the plant is currently at fifty percent of the designed capacity and the Town should "set aside funds" for a mechanical plant.

ACTION:

It was moved by Mayor Pro Tem Johnson, seconded by Councilor Lakin and unanimously carried to accept the facilities assessment reports for the water and wastewater treatment plants and distribution systems.

2. Approval of letter of support for the Space to Create project

The Town Manager explained the Town is applying with the Colorado Housing and Finance Authority for a nine percent tax credit for the Space to Create project. She requested the Council approve a letter of support for the application.

ACTION:

Councilor Austin moved to send the letter of support dated 5-23-19 to the Colorado Housing and Finance Authority in support of the application for Space to Create. Mayor Pro Tem Johnson seconded the motion and it carried unanimously.

ADJOURNMENT

The meeting adjourned at 7:25 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

RIDGWAY TOWN COUNCIL
MINUTES OF WORKSHOP MEETING
MAY 23, 2019

The Town Council convened for a workshop meeting at 7:35 p.m. in the Ridgway Community Center at 201 N. Railroad Street, Ridgway, Colorado. In attendance Councilors Austin, Cheek, Lakin, Hunter, Mayor Pro Tem Johnson and Mayor Clark. Councilor Meyer was absent.

Town Clerk's Notice of Workshop to discuss water rates dated May 9, 2019.

Town Manager Jen Coates presented a memorandum dated 5-1-19 entitled water rate and allocation update containing background; 2018 and 2019 timeline and public meeting process; 2019 update; memorandum dated 7-24-18 presenting water rate analysis and memo dated 8-3-18 addressing water rates, base and excess water allocation ordinance in follow up to the 7-25-18 workshop discussion. Manager Coates noted the analysis to determine costs to produce water was based on budgeted expenditures and was \$10 per 1000 gallons in 2017; estimated in 2018 at \$9.98 and projected to be \$14.77 in 2019.

SPEAKING FROM THE AUDIENCE:

Business owner Jeremiah Tilton noted his monthly water bill had a "350% increase" and stated he would "like to understand the increase".

Retired CPA Bob Collins questioned the new fees, stating the increase "doesn't need to go up this dramatic to cover capital outlay", and noted the increase "should be shared equally among all your taps".

Business owner Kari Girard asked the Council to "put commercial rates back to where they were in 2018" until "the issue is resolved".

Business owner Tammy Tuttle expressed concerns with costs to operate a business in Town, and stated "it is more expensive to do a business here" than in the adjacent resort community. She stated "this needs to be fair and equitable", "we need to figure this out".

Charles Mueller representing the Ridgway Fire Department spoke in support of maintaining the "same" rate, noting conservation measures can be undertaken by residential users but it is "hard for business owners to conserve water".

There were questions from the Council and discussions with members of the audience.

Commercial property owner Barthold Lichtenbelt suggested researching a way to eliminate the increase for excess usage.

Business owner Adam Dubroff reported he spoke to Tri-County Water and the "rate is \$5.40". He questioned using Tri-County to supply water instead of having a municipal system.

Paul Choates noted business owners "just want to see fairness".

Susie Ulrich suggested the Town “look at the specifics of the building” as some commercial buildings include residential uses and provide “public restrooms”.

Jeremiah Tilton suggested researching the national average restaurants pay for water.

Business owner Jack Young suggested the Town “assess where costs are coming from” and “how quickly the amortization on debt occurs”. From there determine the “cost to produce water” and establish a “rate structure”.

There was discussion between the Council. Staff was directed to look at impacts to the existing budget if commercial water rates are reduced for the remainder of the year to \$10.42 per 1000 gallons, with no tiered charges for excess use. It was agreed to call another meeting to discuss an amendment to the existing ordinance and implementing a \$10.42 flat rate fee for commercial water users, for a time frame to be determined at the meeting.

The meeting adjourned at 9:15 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

RIDGWAY TOWN COUNCIL and PLANNING COMMISSION

MINUTES OF JOINT WORKSHOP MEETING

MAY 30, 2019

The Town Council and Planning Commission convened for a joint workshop at 6:10 p.m. in the Ridgway Community Center at 201 N. Railroad Street, Ridgway, Colorado. In attendance Councilors Cheek, Hunter, Lakin and Meyer. Councilor Austin, Mayor Pro Tem Johnson and Mayor Clark were absent. Planning Commission Chair Canright was in attendance representing the Commission.

Town Clerk's Notice of Workshop dated May 28, 2019.

1. Ethics and Liability Training with the Towns insurance provider

Sam Light, General Counsel with Colorado Intergovernmental Risk Sharing Agency (CIRSA), the Towns insurance provider, distributed information on ethics, quasi-judicial hearings, and use of email. He presented a training program called "Best Practices and Suggestions for Success for Municipal Officials".

There were questions from Council throughout the presentation.

2. Request from The Mountain Pact to support the Land and Water Conservation Fund

The Town Manager presented a draft letter and request from The Mountain Pact to send a letter of support to congress encouraging full funding of the Land and Water Conservation Fund. The Council directed staff to advance the letter of support.

The meeting adjourned at 8:20 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

RIDGWAY TOWN COUNCIL
MINUTES OF SPECIAL MEETING
JUNE 5, 2019

The Town Council convened for a special meeting at 6:25 p.m. in the Ridgway Community Center at 201 N. Railroad Street, Ridgway, Colorado. The Mayor Pro Tem called the meeting to order with Councilors Austin, Cheek, Hunter, Lakin, Meyer and Mayor Pro Tem Johnson in attendance. Mayor Clark was absent.

Town Clerk's Notice of Special Meeting dated May 29, 2019.

PUBLIC HEARING

1. Adoption of an Emergency Ordinance Regarding Water Rates for Non-Residential Users

Town Clerk's Notice of Public Hearing dated May 29, 2019.

Staff Report dated June 5, 2019 from the Town Manager, Town Engineer and Public Works Coordinator addressing a water rate adjustment for non-residential users and presenting a draft ordinance.

The Mayor Pro Tem noted the Town water department is operated as an enterprise fund, and similar to any business there are necessary costs and expenses to operate the system, and provide services; and planning for future expansion and capital improvements and building fund reserves are an important part of the process.

The Town Manager presented a synopsis of the draft ordinance which amends the rates adopted in Ordinance 2018-06 and became effective October 1, 2018. She noted the draft ordinance proposes a temporary reduction from July 1st through September 30th. She explained in follow up to direction from the Council workshop of May 23rd staff prepared a report detailing impacts to the fiscal year budget if non-residential water rates are changed to a rate of \$10.50 per 1000 gallons for all usage over the base allotment of 4,000 gallons. She noted absent any unforeseen events or significant reductions in water use, there should not be negative impacts to the budgeted water fee revenues for usage over the base allotment from June through December 2019.

The Mayor Pro Tem opened the public hearing.

SPEAKING FROM THE AUDIENCE:

Jack Petrucelli speaking as the President of the River Park PUD Homeowners Association, explained the association "is responsible to pay" to irrigate the landscaping the Town "required upon approval" of the subdivision. He noted they are "concerned about the rate, losing landscaping and maintenance" and asked that the rate be considered commercial "since the space belongs to the Town".

Robert Collin explained a number of businesses have "formed a group" and he has been asked to represent "some of the members" and present their comments which included establishing the new rate "retroactive to the beginning of the year"; begin the new rates as of June 1st; extend the rate "past September 30th"; extend the rate "to the end of December"; consider inviting Tri-County Water District to speak before the Council regarding using their services; increasing the base rate to 25,000 gallons. He asked the Council to consider forming

a committee of residents, business owners, staff and members of the Council to “begin meeting immediately” to discuss the next steps in the process.

Tammy Tuttle supported statements made by Mr. Collin.

Ned Bosworth requested considering increasing the base rate gallons; “take time to do research” and “push” the new rate to be effective “later in the season”.

Barthold Lichtenbelt stated he agrees “there needs to be enough money to maintain the water supply” and asked the Council “to extend the time frame” to “allow time to come up” with a “solution”.

Kuno Vollenweider asked the Council to consider “if a business uses that much water” they “have to be making money”, and asked the Council to “not subsidize businesses”.

Kat Lichtenbelt asked the Council to look at the ways “this affects”, “tourism”.

Jack Petrucelli spoke as a commercial property owner noting that based on State Law commercial properties “pay more than two-thirds” of the property taxes, and stated the increase in the water rate “is an added burden to us”.

Tammy Tuttle asked for formation of a community committee noting she would like to “understand how you came up with the numbers” for the proposed rates. She asked the Council to “help us understand” the basis of the costs.

The Town Clerk read into the record an email dated June 4, 2019 from Jack Young supporting a reduction in commercial water rates for lodging facilities.

The Mayor Pro Tem closed the public hearing. There were comments from the Council, and discussion. It was agreed to apply the rate change from June 1st through October of this year.

The Mayor Pro Tem asked staff to prepare a report outlining all of the information used to gather calculations, costs and the needs assessment of water facilities for the next twenty years. The Town Manager noted all existing documents used in the preparation of the original recommendation are on the Town’s website.

ACTION:

Councilor Austin moved to adopt the Emergency Ordinance Amending the Ridgway Municipal Code Section 9-1-17 Temporarily Adjusting Non-Residential Water Service Rates for Usage Over the Base Water Allotment for a Defined Period of Time. Councilor Lakin seconded the motion and it carried unanimously with all members voting.

ADJOURNMENT

The meeting adjourned at 7:10 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

Town of Ridgway
Register of Demands
June 2019

<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
Valvoline Instant Oil Change		Alpine-Operating Account	
	oil - 2017 Explorer	860GO3 · Gas & Oil	-58.63
TOTAL			-58.63
Deeply Digital LLC		Alpine-Operating Account	
	laptop battery & ethernet cable	556GOO · IT Services	-158.41
TOTAL			-158.41
Sani Serv LLC		Alpine-Operating Account	
	LYVF portapotties	781POO · Events & Festivals	-260.00
TOTAL			-260.00
Quill.com		Alpine-Operating Account	
		541GOO · Office Supplies	-46.17
		841GO3 · Office Supplies	-20.07
TOTAL			-66.24
Clear Networx, LLC		Alpine-Operating Account	
	June 2019	543GOO · Telephone	-56.00
	June 2019	643GO2 · Telephone	-56.00
	June 2019	843GO3 · Telephone	-56.00
	June 2019	943WOO · Telephone	-56.00
	June 2019	943SOO · Telephone	-56.00
	June 2019	556GOO · IT Services	-165.00
	June 2019	615GO2 · IT Services	-15.00
	June 2019	729POO · IT	-15.00
	June 2019	820GO3 · IT Services	-75.00
	June 2019	917WOO · IT Services	-15.00
	June 2019	917SOO · IT Services	-15.00
	June 2019	917WOO · IT Services	-50.00
	June 2019	917SOO · IT Services	-25.00
	June 2019	615GO2 · IT Services	-25.00
	June 2019	843GO3 · Telephone	-55.00
TOTAL			-735.00
Van Diest Supply Company		Alpine-Operating Account	
	briquets	768POO · Mosquito Control	-826.00
TOTAL			-826.00
Electric Motor Service LLC		Alpine-Operating Account	
	aerator rebuild	931SOO · Maintenance & Repairs	-2,265.00
TOTAL			-2,265.00
Verizon Wireless		Alpine-Operating Account	
		943WOO · Telephone	-35.04
TOTAL			-35.04

Town of Ridgway
Register of Demands
June 2019

Name	Memo	Account	Paid Amount
Black Hills Energy-Town Hall		Alpine-Operating Account	
		742PO1 · Utilities - community center	-34.12
		842GO3 · Utilities	-34.12
		542GOO · Utilities	-34.12
TOTAL			-102.36
Black Hills Energy-Hartwell Park		Alpine-Operating Account	
		742POO · Utilities	-25.98
TOTAL			-25.98
Black Hills Energy-PW Building		Alpine-Operating Account	
		742POO · Utilities	-21.68
		642GO2 · Utilities	-21.69
		942SOO · Utilities	-21.69
		942WOO · Utilities	-21.69
TOTAL			-86.75
Black Hills Energy-Lift Station		Alpine-Operating Account	
		942SOO · Utilities	-17.77
TOTAL			-17.77
Black Hills Energy-PW Office		Alpine-Operating Account	
		642GO2 · Utilities	-10.03
		942SOO · Utilities	-10.03
		942WOO · Utilities	-10.03
TOTAL			-30.09
Rocky Mountain Ice		Alpine-Operating Account	
	LYVF ice	781POO · Events & Festivals	-401.00
TOTAL			-401.00
Scott's Printing & Design		Alpine-Operating Account	
	brochures	532GOO · Creative District	-348.06
TOTAL			-348.06
Walmart		Alpine-Operating Account	
		732POO · Supplies & Materials	-32.89
		732PO1 · Supplies - community center	-130.90
		632GO2 · Supplies & Materials	-6.94
		932WOO · Supplies & Materials	-6.93
		932SOO · Supplies & Materials	-6.94
TOTAL			-184.60

Town of Ridgway
Register of Demands
June 2019

<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
Amerigas		Alpine-Operating Account	
	propane - wtr plant	942WOO · Utilities	-1,385.10
TOTAL			-1,385.10
Verizon Wireless		Alpine-Operating Account	
		943SOO · Telephone	-74.29
		943WOO · Telephone	-122.89
		843GO3 · Telephone	-210.34
		543GOO · Telephone	-115.20
		643GO2 · Telephone	-52.60
		552GOO · GIS Mapping - admin	-10.00
		952SOO · GIS Mapping - sewer	-10.01
		952WOO · GIS Mapping - water	-10.01
		819GO3 · Contractual Services	-282.76
TOTAL			-888.10
Sunset Automotive		Alpine-Operating Account	
	tire repair - Durango	861GO3 · Vehicle Maintenance & Repair	-24.00
	oil - Durango	860GO3 · Gas & Oil	-35.04
	filters & fluid levels - Durango	861GO3 · Vehicle Maintenance & Repair	-88.36
TOTAL			-147.40
Colorado Communities for CII...		Alpine-Operating Account	
	CO Communities for Climate Action	5040GO1 · Other Contributions	-1,000.00
TOTAL			-1,000.00
Scott's Printing & Design		Alpine-Operating Account	
	ID card - Hanson	883GO3 · Uniforms	-19.91
TOTAL			-19.91
The Paper Clip LLC		Alpine-Operating Account	
		541GOO · Office Supplies	-81.90
		841GO3 · Office Supplies	-102.32
		541GOO · Office Supplies	-40.53
		941WOO · Office Supplies	-83.97
TOTAL			-308.72
Copy Cats		Alpine-Operating Account	
	nameplates (2)	546GOO · Council/PC - Materials/Equip...	-26.91
TOTAL			-26.91
SGS Accutest Inc		Alpine-Operating Account	
		990WOO · Testing - water	-240.08
TOTAL			-240.08

Town of Ridgway
Register of Demands
June 2019

Name	Memo	Account	Paid Amount
Caselle Inc		Alpine-Operating Account	
	July 2019	914SOO · Consulting & Engineering Servs	-159.50
	July 2019	914WOO · Consulting & Engineering Ser...	-159.50
TOTAL			-319.00
True Value		Alpine-Operating Account	
		632GO2 · Supplies & Materials	-5.90
		732POO · Supplies & Materials	-154.64
		732PO1 · Supplies - community center	-45.12
		860GO3 · Gas & Oil	-8.49
		932SOO · Supplies & Materials	-27.16
		932WOO · Supplies & Materials	-14.56
	Beaver Creek headgate	931WOO · Maintenance & Repairs	-103.79
TOTAL			-359.66
CDC Janitorial		Alpine-Operating Account	
		732PO1 · Supplies - community center	-126.72
		732POO · Supplies & Materials	-208.86
TOTAL			-335.58
All Seasons Rental		Alpine-Operating Account	
	hotsy cleaner	672GO2 · Equipment Purchase	-1,232.34
	hotsy cleaner	972WOO · Equipment Purchase	-1,232.33
	hotsy cleaner	972SOO · Equipment Purchase	-1,232.33
TOTAL			-3,697.00
Valvoline Instant Oil Change		Alpine-Operating Account	
	oil - 2017 Explorer	860GO3 · Gas & Oil	-58.63
TOTAL			-58.63
GMCO Corporation		Alpine-Operating Account	
		636GO2 · Dust Prevention	-16,200.00
		636GO2 · Dust Prevention	-14,400.00
TOTAL			-30,600.00
Eurofins Eaton Analytical Inc.		Alpine-Operating Account	
		990WOO · Testing - water	-150.00
TOTAL			-150.00
Grand Junction Pipe & Supply ...		Alpine-Operating Account	
	sprinkler repairs	731POO · Maintenance & Repairs	-948.65
TOTAL			-948.65

Town of Ridgway
Register of Demands
June 2019

Name	Memo	Account	Paid Amount
Consolidated Consulting Servi...		Alpine-Operating Account	
	engin - Storm Water Master Plan	519GOO · Contractual Services	-3,210.00
	engin - CoHousing (to be reimb)	519GOO · Contractual Services	-3,465.00
	engin - RiverSage (to be reimb)	519GOO · Contractual Services	-875.00
	engin - RLI (to be reimb)	519GOO · Contractual Services	-1,190.00
TOTAL			-8,740.00
UNCC		Alpine-Operating Account	
		915WOO · Dues & memberships	-25.56
		915SOO · Dues & Memberships	-25.56
TOTAL			-51.12
Ouray County Road & Bridge		Alpine-Operating Account	
	May 2019	660GO2 · Gas & Oil	-514.96
	May 2019	760POO · Gas & Oil	-388.33
	May 2019	960WOO · Gas & Oil	-649.92
	May 2019	960SOO · Gas & Oil	-368.80
	May 2019	860GO3 · Gas & Oil	-692.16
TOTAL			-2,614.17
City of Delta		Alpine-Operating Account	
		918SOO · Testing & Permits - sewer	-128.00
TOTAL			-128.00
Deeply Digital LLC		Alpine-Operating Account	
	July 2019 maintenance	530GOO · Computer	-210.65
	July 2019 maintenance	630GO2 · Computer	-19.15
	July 2019 maintenance	730POO · Computer	-19.15
	July 2019 maintenance	830GO3 · Computer	-95.75
	July 2019 maintenance	930WOO · Computer	-19.15
	July 2019 maintenance	930SOO · Computer	-19.15
TOTAL			-383.00
FleetPride		Alpine-Operating Account	
	2006 dumptruck	961WOO · Vehicle & Equip Maint & Repair	-9.97
	2006 dumptruck	961WOO · Vehicle & Equip Maint & Repair	-9.97
	2006 dumptruck	961SOO · Vehicle & Equip Maint & Repair	-9.97
TOTAL			-29.91

From: [Connie Hunt](#)
To: [Jennifer Coates](#)
Cc: [Connie Hunt](#)
Subject: Request for Extension to MOU regarding Annexation
Date: Wednesday, May 22, 2019 4:49:55 PM

Dear Jen:

On behalf of the Ouray County BOCC, I am respectfully requesting that the Town consider a second amendment to the Memorandum of Understanding (MOU) concerning annexation of the County's property located on 111 Mall Road, Ridgway. The first Amendment expires on June 30, 2019. Is it possible to ask for a longer extension (maybe five years). With the courthouse project underway and slated for completion in March of 2020, the BOCC and staff have not had the opportunity to really get back on track with future facility planning. With that, it is very possible that a different scenario for long-term planning may arise. Please let me know if an extension can be done and hopefully for a longer period of time (five-year period).

Thank you and the Town for consideration of the County's request.

Connie

Connie I. Hunt
Ouray County Administrator
P.O. Box C
Ouray, CO 81427
(970) 325-7263

Amendment 2
Memorandum of Understanding
Dated August 9, 2017, and as amended in 2018, between the Board of County Commissioners of
Ouray County, Colorado and the Town Council of the Town of Ridgway, Colorado regarding the
planning and annexation of the Ouray County property at 111 Mall Road in unincorporated Ouray
County

Whereas, pursuant to provision 3 on page 1 of the Memorandum of Understanding (MOU) dated August 9, 2017, the Board of County Commissioners of Ouray County, Colorado (“Ouray County”) and the Town Council of the Town of Ridgway, Colorado (“Town”) agreed that it was the intent of the Parties (Ouray County and Town) to complete an annexation agreement by June 30, 2018, which was amended in 2018 with a current deadline of June 30, 2019. In addition, provision 3 provides “The parties may extend that deadline if they mutually agree that an extension is in the interests of both parties.”; and

Whereas, in 2018 the Ouray County Board of County Commissioners requested and received an extension on the MOU deadline for 1 year to June 30, 2019; and

Whereas, the Ouray County Board of County Commissioners has again requested an extension of the deadline by 5 years to June 30, 2024 due to the renovations underway for the Ouray County Courthouse, which have taken priority over the planning and development of the 111 Mall Road property; and

Whereas, the Ouray County Board of County Commissioners have completed the initial planning for the subject property at 111 Mall Road; and

Whereas, the Town Council of the Town of Ridgway agrees to the requested extension of the deadline for completing the annexation agreement to June 30, 2024, and amending the August 9, 2017 MOU, as amended, pursuant to provision 3 on page 1 of the MOU through this mutual agreement between Ouray County and the Town.

Now Therefore, the Board of County Commissioners of Ouray County, Colorado and the Town Council of the Town of Ridgway, Colorado agree to extend the deadline for completing the annexation agreement by June 30, 2024.

Dated this _____ day of _____, 2019.

ATTEST

_____, Chair
Board of County Commissioners
Ouray County, Colorado

Michelle Nauer, County Clerk and Recorder

ATTEST

Eric Johnson, Mayor Pro-Tem
Town Council
Town of Ridgway, Colorado

Pam Kraft, Town Clerk

Amendment 1
Memorandum of Understanding
Dated August 9, 2017 between the Board of County Commissioners of Ouray County, Colorado and
the Town Council of the Town of Ridgway, Colorado regarding the planning and annexation of the
Ouray County property at 111 Mall Road in unincorporated Ouray County

Whereas, pursuant to provision 3 on page 1 of the Memorandum of Understanding (MOU) dated August 9, 2017, the Board of County Commissioners of Ouray County, Colorado ("Ouray County") and the Town Council of the Town of Ridgway, Colorado ("Town") agreed that it was the intent of the Parties (Ouray County and Town) to complete an annexation agreement by June 30, 2018. In addition, provision 3 provides "The parties may extend that deadline if they mutually agree that an extension is in the interests of both parties."; and

Whereas, the Ouray County Board of County Commissioners has requested an extension of that deadline by 1 year to June 30, 2019 due to the recent renovations planned for the Ouray County Courthouse, which have taken priority over the planning and development of the 111 Mall Road property; and

Whereas, the Ouray County Board of County Commissioners have completed the initial planning for the subject property at 111 Mall Road; and

Whereas, the Town Council of the Town of Ridgway agrees to the requested extension of the deadline for completing the annexation agreement to June 30, 2019, and amending the August 9, 2017 MOU pursuant to provision 3 on page 1 of the MOU through this mutual agreement between Ouray County and the Town.

Now Therefore, the Board of County Commissioners of Ouray County, Colorado and the Town Council of the Town of Ridgway, Colorado agree to extend the deadline for completing the annexation agreement by June 30, 2019.

Dated this _____ day of _____, 2018.

ATTEST

Don Batchelder, Chair
Board of County Commissioners
Ouray County, Colorado

Michelle Nauer, County Clerk and Recorder

ATTEST

Eric Johnson, Mayor Pro-Tem
Town Council
Town of Ridgway, Colorado

Pam Kraft, Town Clerk

MEMORANDUM OF UNDERSTANDING

The Board of County Commissioners of Ouray County, Colorado and the Town Council of the Town of Ridgway, Colorado are in agreement as follows:

- 1. The Town of Ridgway limits water and sewer services to properties located within the municipal boundary. The Town and the County have discussed annexation of the County's property, 111 Mall Road in unincorporated Ouray County (the "Property"), and prior agreements between the parties contemplated annexation, and authorized the provision of water to the County for the property, but annexation has not occurred as of the date of this MOU.**
- 2. The County is in the process of future planning for the Property and uses that the County may make of the Property, including continued use for Road and Bridge (maintenance, equipment storage, wash bay, fuel, materials storage and other uses associated with the department), Land Use, Emergency Medical Services, Emergency Operations Center, and other county departments. As part of that effort, the County would like assurance that continued service of water, enhanced water system infrastructure, and sewer service will be available from the Town, and the Town would like assurances that uses by the County are reasonably compatible with Town regulations and the demand on the utilities may be accommodated. Because of the regulations governing the use of Town utilities and the County's desire to access those utilities, the Town would like to proceed with annexation of the Property, and would like to enter into an annexation agreement with the County to guide an annexation.**
- 3. The parties have agreed to identify their needs for an annexation agreement so that staff can begin negotiating and drafting such an agreement. It is the intent of the parties that an annexation agreement be completed by June 30, 2018. The parties may extend that deadline if they mutually agree that an extension is in the interests of both parties.**
- 4. The County has identified the following needs which should be addressed in an annexation agreement:**
 - a. Utilities: water and wastewater for buildings, including fire hydrants for the property; and continued easements and access for other utilities such as SMPA, Century Link, natural gas, septic tank cleaning, other broadband or Internet connectivity and communications equipment including towers, dishes, cells and as otherwise necessary to provide adequate communications for the County.**
 - b. Access: continued Highway 550 access as well as new access to/from the south (South Mall road).**
 - c. Land use permissions/permits/zoning: Must be able to conduct County business on the property, including continued use by Road and Bridge with its associated needs including, but not limited to, vehicle maintenance, vehicle storage, materials storage (magnesium chloride or similar products for dust suppression and other palliative products, gravel, sand, salt, aggregate), wash bay, fuel; weed department storage and vehicles, including weed maintenance and eradication products; signage for way finding to county departments; continued presence of the transfer station; public accessibility for various services, including EMS, Emergency Operations Center and emergency management, public health, social**


services, and other departments. To the extent that the Town's current zoning or land use code do not allow for these uses, the County will need zoning or land use code revisions.


- d. The County's intent is to optimize the utilization of its property for the benefit of the County residents, with flexibility to alter the uses on the property in the future as needed to accomplish this intention.
5. The Town has identified the following needs which should be addressed in an annexation agreement:
- a. Recognizing the Property as an enclave subject to annexation by the Town.
 - b. Delivering water to property in the Town's limits, in accordance with the Town of Ridgway Municipal Code.
 - c. Collecting wastewater from property in the Town's limits, in accordance with the Town of Ridgway Municipal Code.
 - d. Development and use of the Property by the County in substantial compliance with the Town of Ridgway Land Use Plan, 2011 Update and other Master Plan documents.
 - e. Zoning of the Property in accordance with the current Town zoning code, or creating a new zone to meet the needs of the Town, its residents and businesses, the Town's Land Use Plan, and the County.
 - f. Use of the Property in accordance with the appropriate zoning
 - g. Reasonable and appropriate use of Town utilities, including water conservation commensurate with the Town's needs, connections of main lines to insure safe and efficient distribution and collection systems, utilities easements across the Property to serve and service surrounding properties within the Town limits, conveyance to the Town of any existing water rights, etc.
 - h. Road improvements for the property including Mall Road, access to Vista Terrace subdivision, and/or Redcliff drive/South Mall Road.
 - i. Pursuant to the Town's Master Plan, the annexation and development of the property is at no initial or recurring cost to the Town (eg: installation, maintenance, law enforcement, etc.) and incorporates public uses as is reasonable and desired.
 - j. A positive and proactive working relationship with Ouray County.
 - k. Where reasonable, shared services of the Town and the County that benefit the shared communities.
 - l. Open and transparent annexation proceedings in accordance with State and Local laws and policies.
6. The respective staffs of the Town and the County are directed to begin negotiations and drafting of an annexation agreement addressing the needs identified by both the Town and the County. Where there are conflicts between the needs of the parties, staff is directed to inform their respective Council or Board, as the case may be, and allow the elected officials to provide guidance on how to proceed.


This MOU is understood by the parties to be an informal and non-binding agreement to guide further discussions and negotiations. It is the intent of the parties to move forward in a spirit of cooperation, benefitting their respective and mutual constituents.

Dated this 9th day of August, 2017.




Ben Tisdell, Chair
Board of County Commissioners
Ouray County, Colorado

ATTEST

Michelle Nauer, County Clerk and Recorder
By: Hannah Hollenbeck, Deputy Clerk of the Board


John Clark
Town Council
Town of Ridgway, Colorado

ATTEST

Pam Kraft, Town Clerk

**NOTICE OF
PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Ridgway Town Council will hold a **PUBLIC HEARING** at the Town Hall Community Center, 201 N. Railroad Street, Ridgway, Colorado, on Wednesday, June 12th, 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

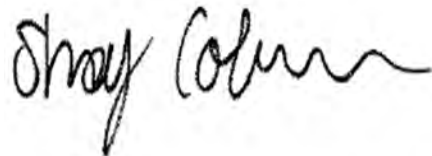
Zoned: Residential (R)

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.



DATED: June 3, 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

Staff Report

Subject: Amended Preliminary Plat Submittal, Filing No. 2
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, Town Manager for Town Council review
Date: June 7, 2019

BACKGROUND:

The Planning Commission recommended approval of this Preliminary Plat application for RiverSage PUD Filing No. 2 on March 26, 2019. The Planning Commission staff report is appended to this report and the Planning Commission action is noted below. The Applicant submitted a revised preliminary plat map and civil plans with a letter from the project engineer dated May 1, 2019, on May 2, 2019. In addition, the Applicant delivered to Town Hall an email dated May 29, 2019 stating the easement previously provided to the Dallas Meadows Homeowners Association (attached to this report) will not be included in the Filing No. 2 plat map. Staff also received a letter from the RiverSage Homeowners Association, Inc. dated April 15, 2019 regarding the application, and staff met with representatives of the Dallas Meadows Community Association on May 7, 2019.

Please review the Planning Commission staff report from March 2019 for background information and supplemental detail on this preliminary plat application.

Planning Commission approval action on March 26, 2019 is as follows:

Mayor Clark moved to recommend approval to the Town Council for the Preliminary Plat for Riversage 2 with the conditions noted in the Staff Report dated March 22, 2019; and with the following conditions: 1. Work with Staff to resolve all issues noted in the Staff Report dated March 22, 2019, 2. Install 2 bollard lights at each end of the existing bridge, 3. Work with Dallas Meadows owners to resolve the Dallas Meadows access road/easement to the water tank, 4. Modify lot frontage on lot 14 to not require a variance. Councilor Hunter seconded the motion, and it carried unanimously.

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	05/01/2019
RiverSage Phase 2 Engineering Drawings	05/01/2019
RiverSage Outlot Title Commitment	11/16/2018
Site Plan with Sketch of Park Expansion	No Date
License Agreement between RiverSage LLC and Dallas Meadows Community Association	10/24/2013
RiverSage Homeowners Association letter to Jen Coates at the Town of Ridgway	04/15/2019
Engineer response letter from Del-Mont	05/01/2019
Email from Rick Weaver to Dallas Meadows HOA	05/29/2019

ANALYSIS:

The revised preliminary plat map and civil plans dated May 1, 2019 were reviewed, with the following comments:

I. PRELIMINARY PLAT REVIEW

A. Plat Certificates (page 1)

Title

Should be "RIVERSAGE PUD – FILING NO. 2".

Dedication Certificate

Open Space Tract Nos. 7 and 10 are dedicated to the HOA in plat note 4. This should be included in the Certificate of Dedication on page 1.

The cul-de-sac right of way dedication of 2339 sq. ft. for RiverSage Drive needs added to the dedication certificate as a dedicated right-of-way to the Town of Ridgway.

Improvements Certificates

If a 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.

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 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: The drainage easement appears to exit this Filing No. 2 on Lot 9 and drain into the Open Space Tract No. 6 and then Dennis Weaver Memorial Park. How much water is being discharged in this location and is there additional infrastructure in the open space and park to carry it to the river or what is the plan for drainage once it enters the Park?

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. Applicant has indicated in the Del-Mont letter dated May 1, 2019 that the cul-de-sac is now expanded into Open Space Tract No. 7 so a full cul-de-sac will be constructed. This dedication of 2339 sq. ft. needs to be added to the Dedication Certificate on page 1 of the plat map.

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. The Planning Commission requested 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. The Applicant and RiverSage HOA do not wish to have the bridge lights. This will be a Town Council decision.



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.

III. ENGINEERING COMMENTS

The engineering comments in the Planning Commission Staff Report dated March 22, 2019 have all been addressed.

Staff Recommendation

Staff recommends approval of this revised, preliminary plat, with the following conditions:

1. Modifications to the certificates, plat and plat notes as described in this staff report.
2. The Town assumes no responsibilities, obligations, commitments, etc. regarding the 10/14/2013 License Agreement between RiverSage LLC and the Dallas Meadows Community Association. This may require additional documentation or formal release of the agreement as determined by the Town Attorney.
3. Installation of vehicle bridge lights, as approved by the Planning Commission, at the discretion of the Town Council.
4. Release of SIA for pedestrian bridge (and bridge lights if determined by the Town Council) in follow up to dedication of additional park space for the Dennis Weaver Memorial Park (Open Space Tract Nos. 8 and 9). Release of the SIA shall 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.
5. Plan for broadband infrastructure.
6. Tri-County Water Conservancy District approval of the water system design, and approval of final civil plans by the Town Engineer.
7. Payment of Excise Tax at \$1500 per residential lot and payment of all outstanding fees and recording fees.
8. Review and approval of Town Attorney on all documents submitted.
9. Any conditions of approval must be met within 90 days according to the Ridgway Municipal Code unless otherwise indicated by the Town Council.



Easement

1 message

Rick Weaver <rweaver2401@gmail.com>
To: vincesnowbarger@msn.com

Wed, May 29, 2019 at 3:51 PM

Vince -- thanks again for meeting with me, sorry it's taken so long to get back to you, but some meetings take a while to schedule.

After meeting with the RiverSage HOA, reading their letter (attached) to the Town, and meeting with the Town today, I have, with mixed emotions, made the decision to exclude the previously suggested easement through the Weaver Memorial Park as part of the RiverSage Phase II development.

The bottom line is that the RiverSage residents must be my first consideration -- I am about to develop 8 Phase 2 lots and put them on the market, and it would just not be wise to try and sell new properties in the subdivision with an alienated HOA. Please read their attached letter, which I believe validly states their position. When I originally thought of an easement through the park, I had no expectation of the amount of opposition the idea would engender.

Also, while I am no road/excavation expert, I think it would ultimately cost less to make your road navigable to the water equipment than it would to survey, plat, engineer, grade, and cut a new road up and across the Memorial Park. This would not be inexpensive, not to mention the scarring of the greenery out there in a public park. As for any payment to your private landowner, I will just leave that to you -- I hope negotiations go well.

A couple of thoughts that might help:


1) during our infrastructure installation, likely in July/August, we will have excavation equipment out there (from Western Gravel), and you are welcome to ask them for use of what you need for a day or so without having to pay an additional mobilization fee. I will approach them if you are interested in upgrading your road when they finish with RiverSage.

2) As you saw, we have a lot of extra dirt at the end of RiverSage Dr. We may or may not use it all, and you are welcome to any or all of what might be left over to use as fill dirt for upgrading your road -- you might need some to flatten it out to reduce the existing grade.

I apologize if all this make things tougher for you, but I find myself in a difficult and awkward situation, and I am bound to consider the welfare of my own residents over anything else. I hope you will understand. Good luck with however you are able to deal with your water issue.

Regards,

Rick Weaver
RiverSage Project Manager

 **Riversage HOA letter to Town of Ridgway 23APR19 (003).pdf**
176K

RiverSage
Dallas M.

LICENSE AGREEMENT

This License Agreement is made and entered into this 24 day of Oct, 2013, by and between RiverSage, LLC, a Colorado limited liability company, LICENSOR and Dallas Meadows Community Association, a Colorado nonprofit corporation, LICENSEE.

In consideration of the mutual covenants and stipulations herein expressed, the parties hereto agree as follows:

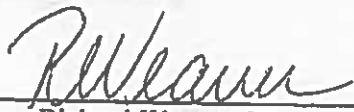
1. LICENSOR is the owner of certain real property located in Ouray County, more particularly described as follows: That part of the NE1/4NW1/4 and the NW1/4 of the NE1/4 of Section 9, T45N, R 8 W, N.M.P.M., Town of Ridgway, County of Ouray, State of Colorado described and depicted as the OUTLOT on that certain RiverSage P.U.D. Filing No. 1 Plat recorded at reception number 200985 on June 26, 2009 in the Real Property Records of the County of Ouray.
2. LICENSEE is the Association responsible for upkeep of the common elements of the Dallas Meadows Subdivision located adjacent to and immediately north of LICENSOR's property in Ouray County, State of Colorado.
3. **Grant of License.** LICENSOR hereby grants to LICENSEE a license to use, subject to the terms and conditions hereinafter expressed a certain road for ingress and egress. Said road is more particularly depicted on Exhibit A attached hereto and incorporated herein by this reference ("Subject Road").
4. **Purpose of License.** The Subject Road may be used by LICENSEE for the limited purpose of gaining access to LICENSEE's water system for the purpose of maintenance and upkeep.
5. **Gates and Maintenance.** LICENSOR reserves the right to place gates across the Subject Road and for so long as this License is in effect LICENSOR agrees to provide LICENSEE with any keys and/or combinations necessary to open any locks on any gates. LICENSEE shall have no right to erect or maintain gates on the Subject Road. Should LICENSEE's use of the Subject Road cause damage to the road, LICENSEE shall immediately repair said road or at LICENSOR's option, LICENSOR can cause the road to be repaired and shall have the right to be reimbursed by LICENSEE for any and all costs associated with said repairs.
6. **Monetary Consideration.** This license is granted to LICENSEE as an accommodation to LICENSEE and LICENSEE agrees to pay \$250.00 as an annual license fee. Said fee shall be due on October 1st of every year unless this agreement has been terminated.

7. **License Exclusive.** This license is exclusive to LICENSEE. LICENSOR shall have the right to enter upon the Subject Road for any purpose and to permit others to enter upon the property.
8. **Indemnification/Insurance.** LICENSEE shall exercise their privileges granted hereunder at LICENSEE'S own risk, and LICENSEE shall indemnify LICENSOR against all liability for damages, costs, losses, and expenses resulting from, arising out of, or in any way connected with, the use and enjoyment of the Subject Road, including, their agents, employees, invitees, or guests. LICENSOR shall not be liable to LICENSEE if LICENSEE'S use of the Subject Road shall be hindered or disturbed. LICENSEE shall maintain a general liability insurance policy in an amount of not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate which shall name LICENSOR as an insured party. LICENSEE shall deliver to LICENSOR a copy of the certificate of insurance indicating LICENSOR's status as an insured every October 1st of every year. Should LICENSEE's insurance ever lapse, be revoked or terminated for any reason, this License shall automatically terminate.
9. **Taxes.** LICENSEE shall pay all taxes and assessments that may be imposed or levied on the Subject Road as a result of the grant contained herein.
10. **No Liens.** LICENSEE shall keep the Subject Road free and clear of any mechanic's or materialmen's liens for labor performed or material furnished at the insistence or request of LICENSEE or anyone claiming under LICENSEE.
11. **License Not Assignable.** LICENSEE'S privileges hereunder shall not be assignable by LICENSEE in whole or in part.
12. **Termination.** This license shall be freely revocable, and shall terminate at the discretion of LICENSOR or LICENSEE, upon ten (10) days' written notice.
13. **Governing Law.** This Agreement shall be governed by the laws of the State of Colorado and shall be construed in accordance therewith.
14. **Waiver.** No provision of this Agreement 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.
15. **Amendment.** This Agreement may be amended, altered or revoked at any time, in whole or in part, by a written instrument setting forth such changes, signed by all of the parties hereto.

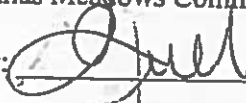
16. **Binding Effect and Entire Agreement.** This Agreement shall be binding upon the parties, their heirs, legal representatives, successors and assigns, and embodies the entire agreement and understanding between the parties with regard to the subject matter thereof. The parties agree to do any and all things necessary to effectuate the purposes of this Agreement.
17. **Construction.** Throughout this Agreement, the singular shall include the plural, the plural shall include the singular, and the masculine shall include the feminine wherever the context so requires.
18. **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 Agreement exists, the text shall control.
19. **Severability.** If any provision of this Agreement 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 Agreement shall be construed and enforced as if such invalid provisions never had been inserted in the Agreement.
20. **Counterparts.** This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and said counterparts together shall constitute one and the same Agreement.
21. **Attorney Fees.** In the event that a dispute arises out of this Agreement, the prevailing party's reasonable attorney fees and costs shall be paid by the non-prevailing party or parties.

This agreement is made the day and year first set forth above.

RiverSage, LLC:

By: 
Richard Weaver, Manager

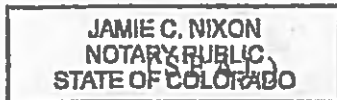
Dallas Meadows Community Association:

By:  - GORDON MULL
President

STATE OF COLORADO)
COUNTY OF Ouray) ss.

Subscribed and sworn to before me this 24 day of October,
2013 by Richard Weaver Manager of RiverSage, LLC.

Witness my hand and official seal.
My commission expires:



My Commission Expires 04/29/2014

Jamie C. Nixon
Notary Public

STATE OF COLORADO)
COUNTY OF Ouray) ss.

Subscribed and sworn to before me this 23 day of October,
2013 by Gordon Mull, President of Dallas Meadows Community
Association.

Witness my hand and official seal.
My commission expires:



Melinda J. Mull
Notary Public

N ↑

EXHIBIT A

(Page 2)

Map Illustrating Approximate Location of Ingress/Egress Road in Relation to Future RiverSage Lots in Phases 2 and 3

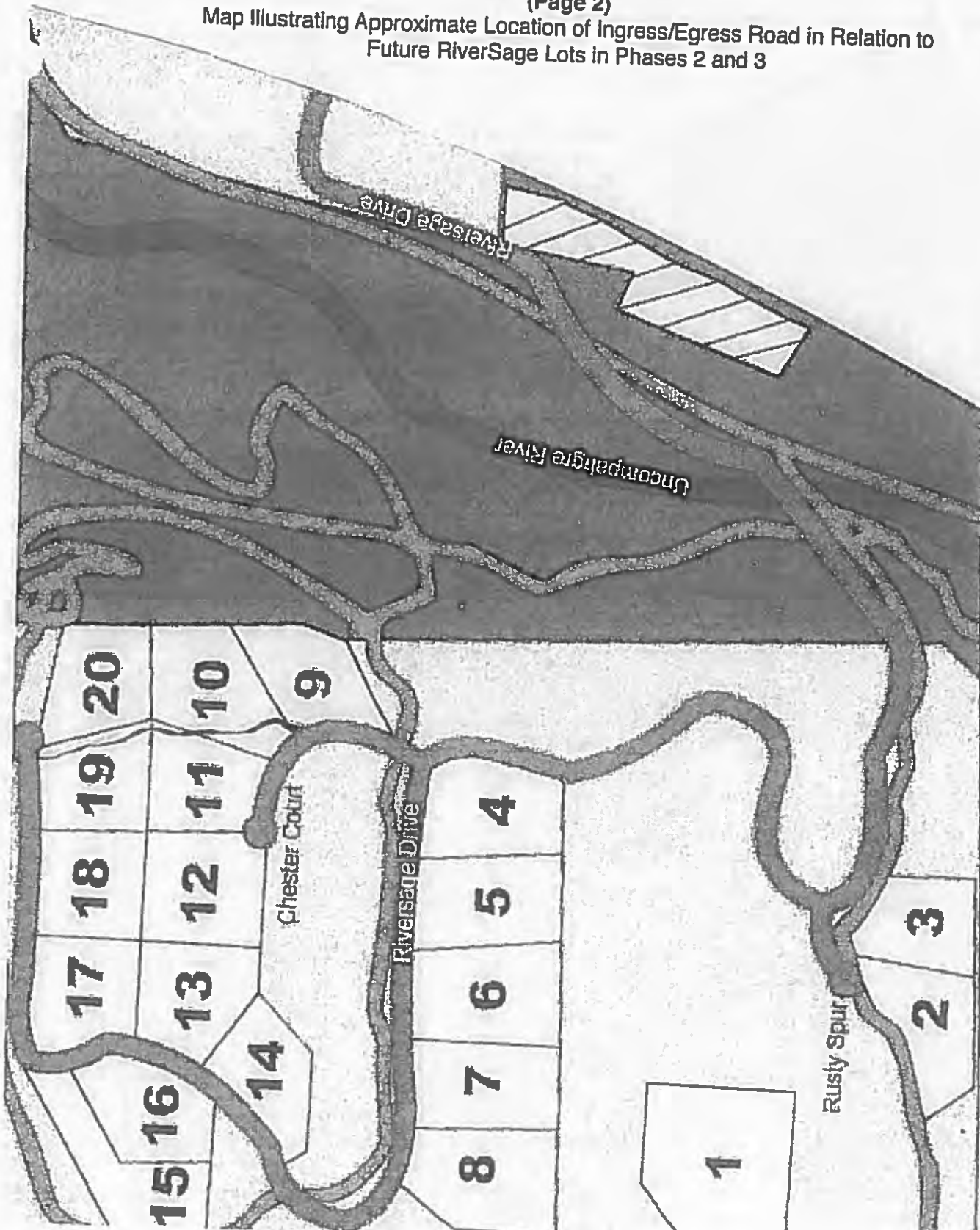


EXHIBIT A

(Page 1)

RiverSage Topological Map Illustrating Location of Ingress/Egress Road



Riversage Homeowners Association, Inc.

P.O. Box 421 - Ridgway, CO 81432

15 April 2019

Ms. Jen Coates
Town Manager, Town of Ridgway
201 North Railroad Street
Ridgway, CO 81432

CC: Ridgway Town Council via Mayor John Clark
Ridgway Planning Commission via Chairperson Doug Canright
Ridgway Parks and Recreation Commission via Jen Coates

Dear Ms. Coates, Mayor Clark, and Mr. Canright:

On behalf of the Riversage Homeowners Association, we would like to express general support for the Riversage Phase II project that has received preliminary approval from the Planning Commission and will be considered for full approval by the Ridgway Town Council in May 2019. We are grateful for the Weaver family's generous donation of additional land for the community's open space and the expansion of Dennis Weaver Memorial Park. As you well know, both the Riversage neighborhood and the larger Ridgway community see the Dennis Weaver Memorial Park, the trails, and the open space as significant, heavily utilized natural resources.

Before the initiation of Phase II, the Riversage Homeowners Association shared with Riversage LLC (the developer of the Riversage neighborhood) that the preservation of the open space and trails is a top priority for the homeowners. Riversage LLC has responded with diligence in designing Phase II with this important consideration in mind and we are grateful to their continued commitment in these areas.

Recently it has come to our attention that there may be a proposal under development that will affect the continuity and wild feel of the open space and trails. This proposal could create a new access through the Riversage neighborhood and current open space to a water storage tank owned and maintained by the Dallas Meadows subdivision. Our understanding is that there is, or has been, an agreement between Riversage LLC and Dallas Meadows subdivision to allow access to the water storage tank via an existing two-track road in the Riversage development. This path runs from Riversage Drive to the top of the north side ridge of Riversage and open space park property (of the Dennis Weaver Memorial Park).

With the extension of Phase II of the Riversage subdivision, this existing access will no longer be available as proposed homesites will encompass this current access road. We understand that the proposed consideration of a new road to allow Dallas Meadows to access their water storage tank would be via an extension from the cul-de-sac end of Riversage Drive through open space of the Dennis Weaver Memorial Park.

Representatives of the homeowners in Riversage, who are also residents of the town of Ridgway, are concerned with this consideration and its consequences:

1. Why this proposal to allow a new road or easement for Dallas Meadows for alternate access to their water storage tank on the north side of the ridge is necessary, especially as there is existing access to their water storage tank from the Dallas Meadows south side of the ridge which does not affect or route through open space park land nor is accessed via the Riversage community,
2. The impact that a new access road would or could cause damage to Riversage Drive, especially if heavy or emergency vehicles use it, both in the construction phase and any potential use in accessing the Dallas Meadows water storage tank,
3. The proposed route for this new access road would cut across existing trails within the open space park land, which we all value as limited use, natural, wild-feeling pathways, causing significant and long-lasting damage to pristine park property and creating a visual scar on the landscape, and
4. Any proposed new access road may incur substantial tax-payer expense in the construction and maintenance of this alternate access.

We do not understand the necessity of this access road with its subsequent effect and damage on current open space, to existing trails, and potentially to Riversage Drive. Several of our homeowners have visualized the existing access from the Dallas Meadows subdivision to their water storage tank and it appears to be in better condition than the existing alternate route (the current route through Riversage and the open space via the north facing ridge), and that Dallas Meadows may be better served to improve their access via the southern slope of the ridge in lieu of construction of a new access through open space park land.

On another topic, we were also recently made aware and understand that there is consideration of adding lights to the Riversage Drive bridge that spans the Uncompahgre River and allows access to the Dennis Weaver Memorial Park parking area, the main portion of the Memorial Park, its associated trails, and the Riversage homes. Currently the bridge contains reflective strips along each pillar supporting the guard rail, on both sides of the bridge and provides bright reflective locations of the guardrails coming from both directions of the bridge. As homeowners within the Riversage development, and having driven across the bridge during the night, we can attest that these reflectors provide more than adequate visualization of the bridge and that no additional lighting is required. We take pride in Ridgway having a low light environment and feel the bridge does not need additional lighting that would contribute to light pollution (even at a minimal amount).

Thank you for your consideration in these matters, as these will negatively impact not only the residents of Riversage, but both our local and out-of-town visitors to the Dennis Weaver Memorial Park and its associated trails and natural beauty.

Sincerely,



J. David Young
Home Owners Association



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

May 1, 2019

Jen Coates
Town of Ridgway

Re: Address comments from Staff Report dated March 22, 2019

Jen;

Please find below comments that are supplemental to the resubmitted plat and engineering plans and help address comments and questions from the above referenced report.

PLAT SHEET 1

Dedication Certificate

- RiverSage Subdivision has been changed to RiverSage P.U.D.
- The utility easement is a general utility easement. Also Tri-County Water is in the ROW not in the easement. Perhaps language like we do for the City of Montrose should be added to the dedication: *"The easements shown on this plat are dedicated, granted and conveyed to the City of Montrose, Colorado for public utilities, and [insert other purposes, if any] purposes, including but not limited to water, sewer, electrical, telephone, gas and CATV lines, and drainage easements specifically labeled for dedication, together with perpetual right of ingress and egress for installation, maintenance and replacement of such facilities. The dedication of easements as herein provided shall not include those easements exclusively utilized for irrigation improvements, or otherwise subject to a previously recorded conveyance."*
- Open Space Tracts 8 & 9 are being dedicated to the Town and the language has been changed.
- A copy of the agreement with Dallas Meadows HOA has been given to the Town. Per our discussion at the meeting it would be in everyone's best interest for the Town to take ownership of Tract 8 and then put a new agreement in place with Dallas Meadows. We have removed all references to this from the plat since nothing will be created or dedicated by this plat.
- The name of the Trustee has been changed.

Lien Holder – No lien holder so this has been removed

Town Attorney – The Town Attorney has been changed to J. David Reed PC

Improvement Certificates – I don't believe and SIA will be completed but language will be added if it is.

County Treasure's Certificate – This has been added.

PLAT SHEET 2

Plat Note 4 – This note now includes Tract 7 and 10.

Plat Note 5 – The CCRs reception number has been added.

Plat Note 8 – Building envelopes will be dimensioned and described on the final plat.

PLAT SHEET 3

Open Space Tract – This tract is being dedicated to the Town as part of the park and is there to cover a part of the trail that was built on this property

Geotech Report – The crest of the hill is 75 feet from the property lines of the lots so I don't think we need to add the setback line.

Fire Access Easement – This has been removed since this will be created at a later date by the Town.

Cul-de-Sac – The cul-de-sac on RiverSage Drive has been expanded into Tract 7 so a full cul-de-sac can be constructed. This was done by mirroring the south side of the cul-de-sac to the north side.

Lot 14 – The frontage for Lot 14 has been extended to make sure there is 50 feet of road frontage.

PLAT SHEET 1

Land Use Tabulation Chart – This has been updated to reflect the Park tracts.

ENGINEERING COMMENTS

- 1) Whether the lots are 2 acres or 3 acres doesn't make much difference if the ISDS has to be in the ½ acre building envelope. Also these lot sizes were previously approved in this area.
- 2) Water Note 11 includes meeting CDPHE requirements.
- 3) The "Fire Access" has been removed from this plat since the tract will be given to the Town. This is the access to the water tank that will need to be worked out with the neighboring subdivision once the Town has acquired this Tract. Since this road wouldn't be able to connect with another public road it makes no sense for it to be a fire access.
- 4) The note on Sheet 5 for driveway plan and profile has been changed.
- 5) The drainage though Lot 15 has been adjusted to have more gentle turns and widened to help spread out the flow of water. Per the detail on Sheet 10 the drainage swale will be lined with rock that is D50 = 9" and it will have straw waddle check dams along its length that will help with erosion.
- 6) The discharge from the culvert will now go to a riprap apron.
- 7) The culvert grade and inverts include the flared end sections
- 8) All of the lots will need culverts when the driveways are built. The driveways will be the responsibility of the lot owners just like any other lots. The only reason there are driveways being design and built for Lots 13 and 14 is so because they are difficult accesses and we want to make sure they are built as designed.
- 9) The edge of the road is now 45 feet from the center of the cul-de-sac to accommodate fire trucks.

- 10) We are not proposing a pedestrian walkway along Chester Court because there are many other walking paths in the area including one that is between Chester Court and Riversage Drive.
- 11) Street note 3(e) has been changed to state that embankment material under road shall be CDOT Class 2.
- 12) The riprap apron on Lot 9 will fit in the drainage easement.
- 13) The barrow ditch on the north side will stay at 3:1 off the road because it will be shallow. The barrow ditch on the south side is the deep one and it has been moved away from the road into the drainage easement.
- 14) The road cross section has been changed to match the geotechnical report recommendations for this area. The new section will consist of 6" of Class 6 on top of 16" of Class 2.
- 15) The previously approved plans for Chester Court had 2 – 9 foot drive lanes with 3 foot shoulders on both sides. Because this is a short, relatively flat section of road as the engineer I don't see that it needs to be increased from the previously approved design.
- 16) The culvert on Lot 14 has been changed to 18" and the flared end sections have been noted.
- 17) The gas and power have been swapped with the water line so they are in the easement and the waterline is in the road ROW. We have reviewed the waterline with Tri-County and they are happy with the current design as changed.
- 18) The slope of the intersection of Chester and Riversage have been changed to lessen the steepness and the cross slopes have been shown.
- 19) The fire hydrants have been moved around to provide better spacing and the layout has been approved by Tri-County Water.
- 20) The temporary cul-de-sac on Riversage Drive will be turned into a permanent cul-de-sac. The ROW will be expanded to the north and the road will be expanded to create a full turn around that can accommodate a fire truck.
- 21) The drainage report map shows the difference in the basins. The extra area that was for basin P13 is above Chester Court and this changes because there won't be development in this area and this area will drain to the East and into the park. P14 basin got smaller as well because of the change in development which is why it wasn't re-evaluated and the pipe can stay the same.

Please let me know if there are any questions about these changes.

Sincerely,



Nick Barret, PE/PLS

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 P.U.D. – Filing No. 2, 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, and DRAINAGE EASEMENTS.

The two tracts of land marked Dennis Weaver Memorial Park, collectively the "Dennis Weaver Memorial Park," namely Open Space Tract No. 8 and Open Space Tract No. 9, are hereby dedicated to the Town of Ridgway as the Dennis Weaver Memorial Park, subject to severed mineral rights, and subject to the following restrictions which shall run in perpetuity to the benefit of the Declarant, the RiverSage Home Owners Association, Inc. and the individual lot owners within the RiverSage P.U.D. as created herein: 1. The Dennis Weaver Memorial Park or any portion or interest therein shall not be subdivided or transferred to any person or entity, except that the Town of Ridgway shall have the right to donate a Conservation Easement in Gross to the Black Canyon Land Trust or other Qualified Land Trust approved by Declarant. 2. The Dennis Weaver Memorial Park shall, in perpetuity, be used only as a public park and no portion thereof shall be used for residential, commercial, agricultural or industrial uses, including, but not limited to mineral, gravel or sand extraction, domestic animal grazing and/or commercial enterprises of any nature. Provided however, the Town shall have no obligation to prevent uses by the owner(s) of the severed mineral rights and the Town shall be permitted to engage in and/or authorize river restoration activities which may include the removal of gravel, sand or other material. And further provided, the Town shall have the right to use the Park for installation and maintenance of signs. 3. No Motorized Vehicles shall be allowed within the Dennis Weaver Memorial Park except on RiverSage Drive, or in the approved Parking Area. The only exception to this prohibition shall be that motorized vehicles can be used in the construction and maintenance and upkeep of the road, the parking areas, the river, Park and the trails existing therein. 4. The park's name shall be the "Dennis Weaver Memorial Park." The Town recognizes that use of the name "Dennis Weaver Memorial Park" is subject to the terms of the Trademark Licensing Agreement assigned by the Declarant to the Town of Ridgway but that the Town shall have no obligation to protect or enforce the use of said Trademark. 5. The Town of Ridgway, not the RiverSage HOA and/or Declarant shall be solely responsible for maintaining the Dennis Weaver Memorial Park.

Executed this _____ day of _____, A.D. 20_____.

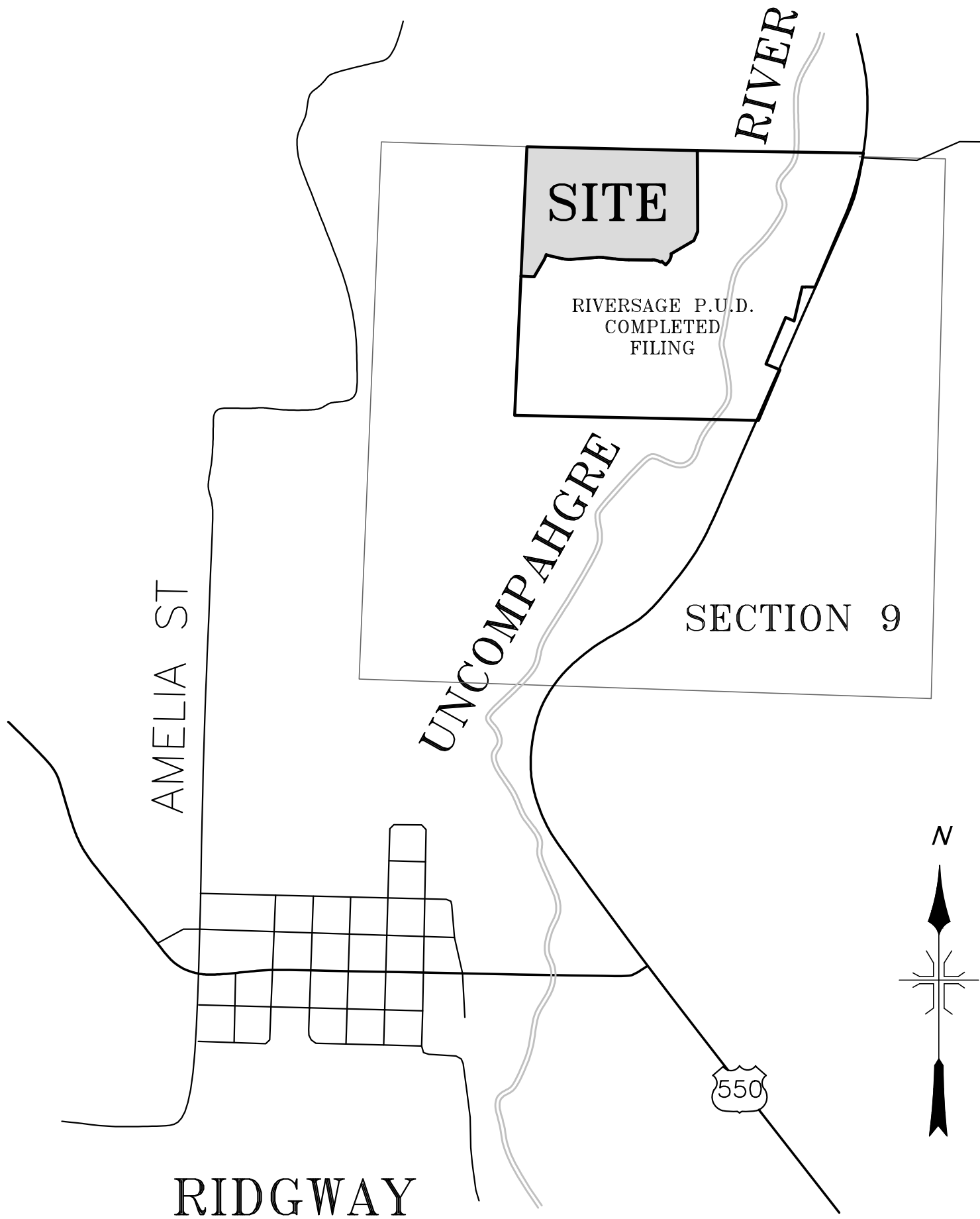
Alice Billings, Trustee of the Weaver Family Trust

by _____
Alice Billings, Trustee

STATE OF COLORADO)
COUNTY OF OURAY) ss.

The foregoing Certificate of Ownership and Dedication was acknowledged before me this _____ day of _____, A.D. 20____, by Alice Billings, Trustee of the Weaver Family Trust.

Witness my hand and official seal.
My Commission expires _____
Notary Public



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
J. David Reed PC, Town Attorney

_____, Attorney

APPROVAL OF COUNTY TREASURER

I certify that as of the _____ day of _____AD, 20____, 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

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

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)

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 RIVERSAGE P.U.D.	
DMC			CLIENT: RICK WEAVER	
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			ADDRESS & PHONE:	
FIELD BOOK: 771	DRAWN BY: MGW	DATE: 2019-05-01		
SHEET: 1 of 4	FILE: 18167V_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

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, and 10 are hereby dedicated sold conveyed, granted and quitclaimed to the RiverSage Homeowners Association, Inc. Open Space Tracts 7, and 10 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. 200987 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.

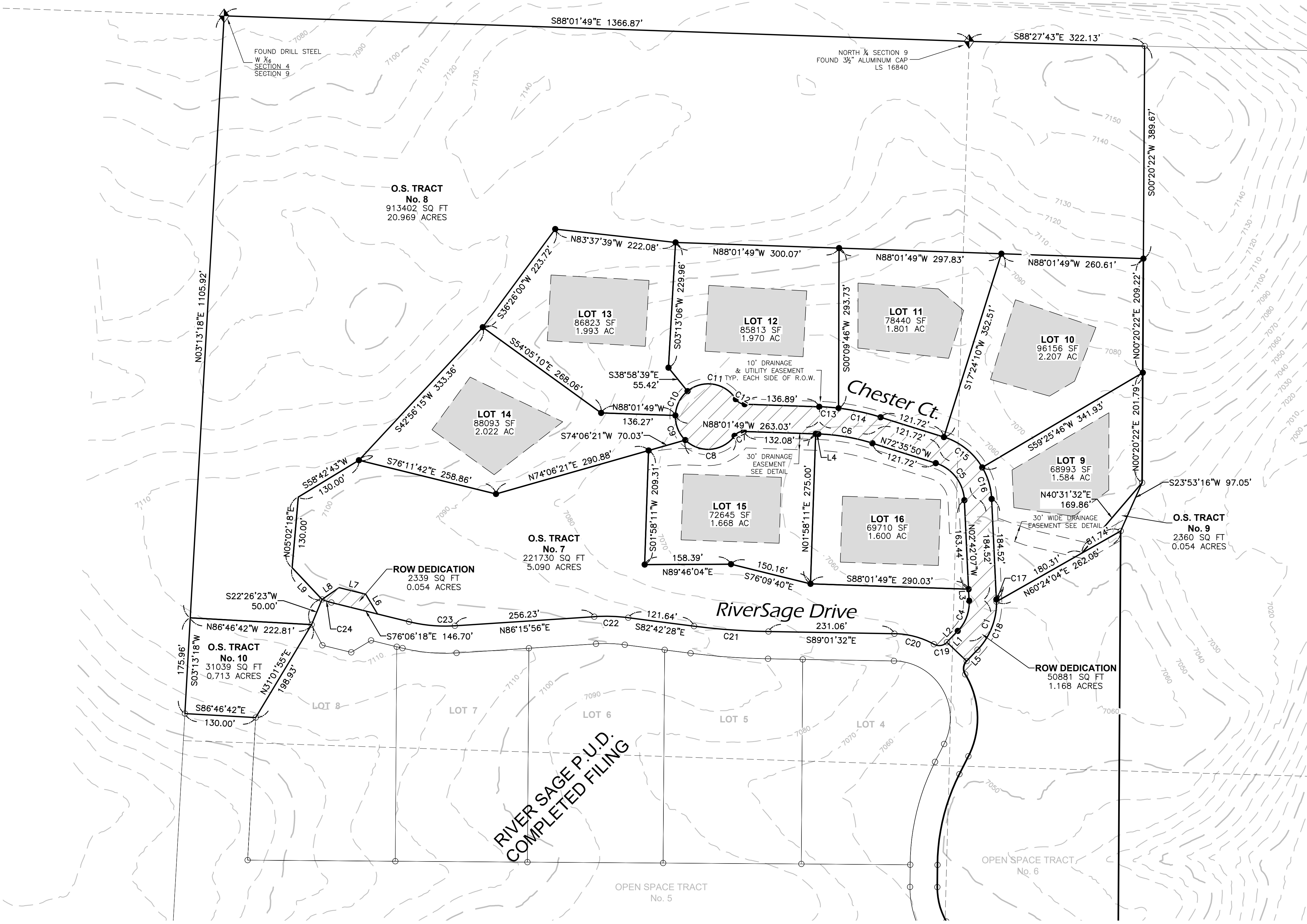
iv. It is controlled and confined around its outer perimeter by a fence, rock or adobe wall, or timber borders.

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 RIVERSAGE P.U.D.	
CLIENT: RICK WEAVER		ADDRESS & PHONE:	
DMC DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 132 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: 2019-05-01	
SHEET: 2 of 4	FILE: 18167V_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'

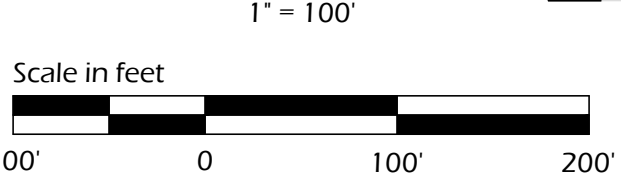
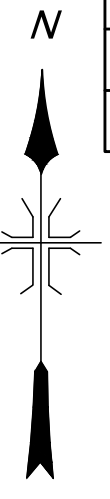
PARCEL CURVE DATA					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C4	60.88'	75.00'	46°30'39"	S20°33'13"W	59.22'
C5	91.49'	75.00'	69°53'44"	S37°38'58"E	85.92'
C6	101.01'	375.00'	15°25'59"	S80°18'50"E	100.70'
C7	19.47'	20.00'	55°46'16"	N64°05'03"E	18.71'
C8	102.65'	60.00'	98°01'29"	N85°12'39"E	90.58'
C9	50.00'	60.00'	47°44'47"	S21°54'13"E	48.57'
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°05'26"	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"	S84°55'11"E	84.28'
C24	18.04'	121.00'	8°32'41"	N71°49'58"W	18.03'

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'
L5	S43°48'33"W	28.66'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L6	N31°06'18"W	42.43'
L7	N76°06'18"W	50.04'
L8	S55°18'35"W	38.21'
L9	S43°13'30"E	80.00'

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.

PRELIMINARY

DMC

DEL-MONT CONSULTANTS, INC.
ENGINEERING & SURVEYING
125 Colorado Ave. • Broomfield, CO 80020 • (303) 440-2251 • (303) 440-2242 FAX
www.del-mont.com • service@del-mont.com

FIELD BOOK: 771

DRAWN BY: MGW

DATE: 2019-05-01

SHEET: 3 of 4

FILE: 18167V_PLAT-PRE

JOB NO.: 18167

TYPE: PRELIMINARY PLAT

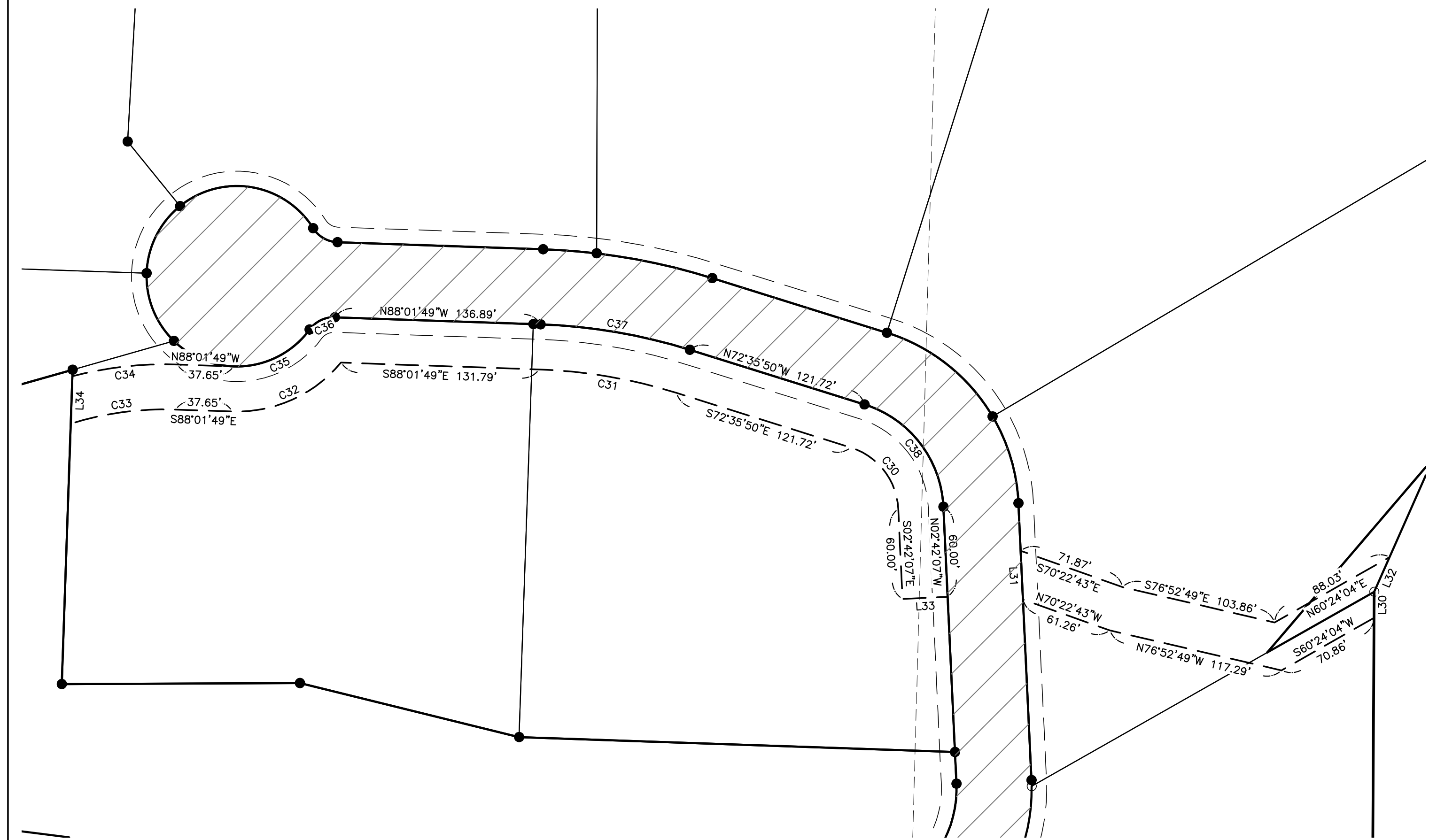
TITLE: PRELIMINARY PLAT
RIVERSAGE P.U.D.

CLIENT: RICK WEAVER

ADDRESS & PHONE:

RIVERSAGE P.U.D.

SITUATED IN THE N1/2 SECTION 9, TOWNSHIP 45 NORTH, RANGE 8 WEST,
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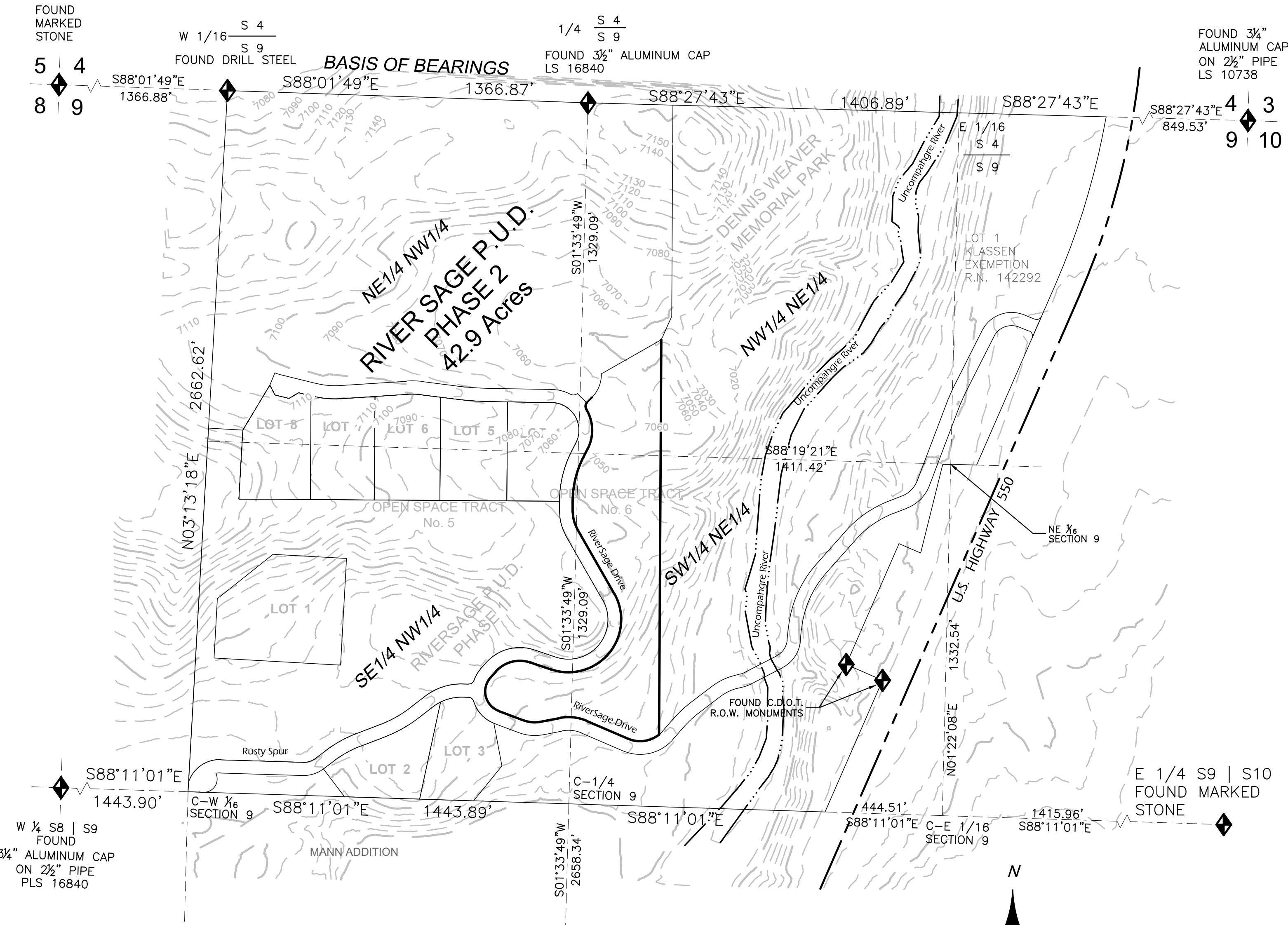
EASEMENT DETAIL

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

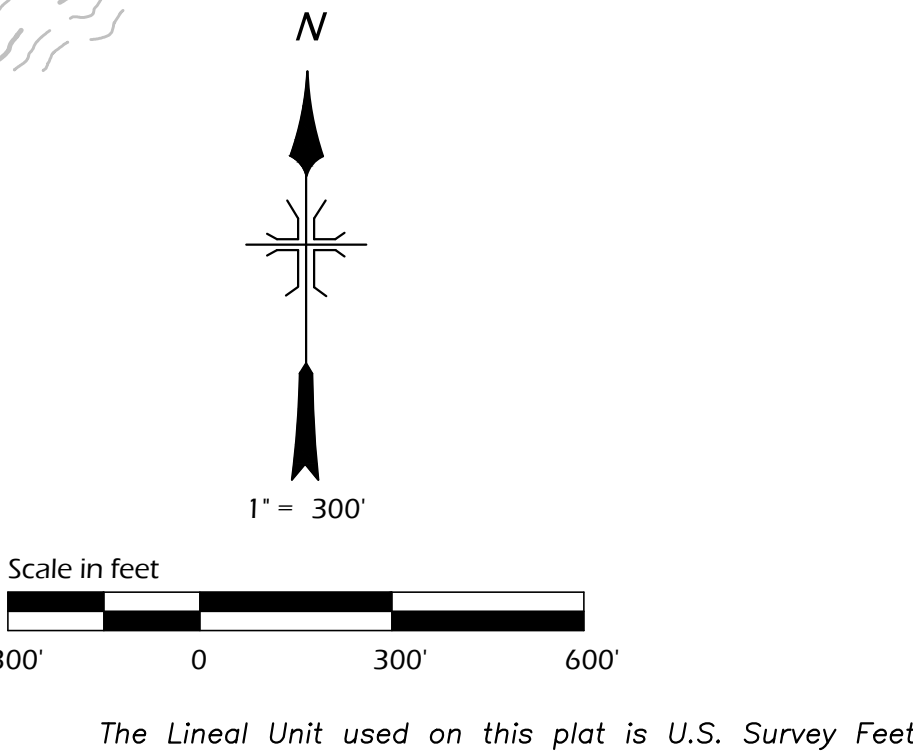
LINE TABLE		
LINE #	DIRECTION	LENGTH
L30	S00°20'22"W	17.31'
L31	N02°42'07"W	32.43'
L32	S23°53'16"W	25.21'
L33	N87°17'53"E	30.00'
L34	S01°58'11"W	31.54'

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	88,093	2.022
15	72,645	1.668
16	69,710	1.600
Open Space Areas		
7	221,730	5.090
10	31,039	0.713
Right of Way		
ROW (Chester Ct)	50,881	1.168
ROW (Riversage Dr.)	2,339	0.054
Dennis Weaver Memorial Park		
OS 8	913,402	20.969
OS 9	2,360	0.054
TOTALS	1,869,959	42.893



CONTROL DIAGRAM

- LEGEND
- SECTION LINES
 - PROPERTY LINES
 - - - C.D.O.T. R.O.W.
 - ◆ = FD. MONUMENT AS DESCRIBED
 - = FD. REBAR & CAP LS 10738



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 132 Colorado Ave. • Norwood, CO 81051 • (970) 245-2251 • (970) 245-2242 FAX www.del-mont.com • service@del-mont.com		CLIENT: RICK WEAVER	
FIELD BOOK: 771		DATE: 2019-05-01	
DRAWN BY: MGW		JOB NO.: 18167	
SHEET: 4 of 4		FILE: 18167V_PLAT-PRE	
		TYPE: PRELIMINARY PLAT	

The map illustrates a proposed road project. Key features include:

- RIVERSAGE DRIVE:** A main road running horizontally across the middle, with a section highlighted by a dashed line. It has a loop section at the top left.
- CHESTER COURT:** A road branching off RIVERSAGE DRIVE towards the top right.
- RUSTY SPUR:** A road branching off RIVERSAGE DRIVE towards the bottom left.
- HWY 550:** A road on the right side of the map, running vertically.
- DENNIS WEAVER MEMORIAL PARK NO. 1:** A large area on the right side of the map, adjacent to HWY 550.
- Residential Lots:** Several rectangular lots are shown, particularly in the top left and middle left areas.



<u>SHT. No.</u>	<u>SHEET NAME</u>
1	COVER SHEET
2	NOTES
3	NOTES
4	OVERALL PLAN-NORTH
5	CHESTER COURT PLAN & PROFILE (STA 0+00 - 9+31)
6	CHESTER COURT STREET CROSS SECTIONS
7	TYPICAL STREET SECTION DETAILED INTERSECTION AND CUL-DE-SAC STREET GRADING
8	CHESTER COURT UTILITY PLAN
9	LOT 13 AND LOT 14 DRIVEWAY OPTION PLAN AND PROFILES
10	DRAINAGE DETAILS
11	WATER LINE DETAILS

1	05/02/19	TOWN REVIEW COMMENTS DATED 03/22/2019	RD/NB
NO	DATE	REVISIONS	BY

DESIGNED BY	RDD	SCALE	AS SHOWN	CHECKED BY	NEB
DRAWN BY	RDD	FILE NAME	DATE ISSUED		
			PROJECT NAME/DWG		

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

DMC JOB NO.: 18167

SHEET NO. : 1

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 not under road shall be suitable native materials or select imported material as approved by Geotechnical Engineer.
- f. Embankment material under road shall be CDOT Class 2.

b. 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 \pm 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]

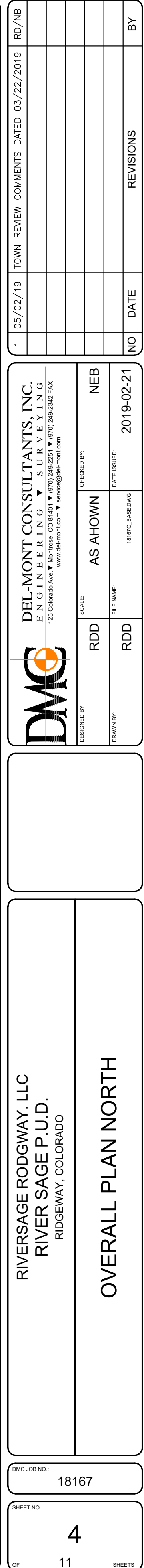
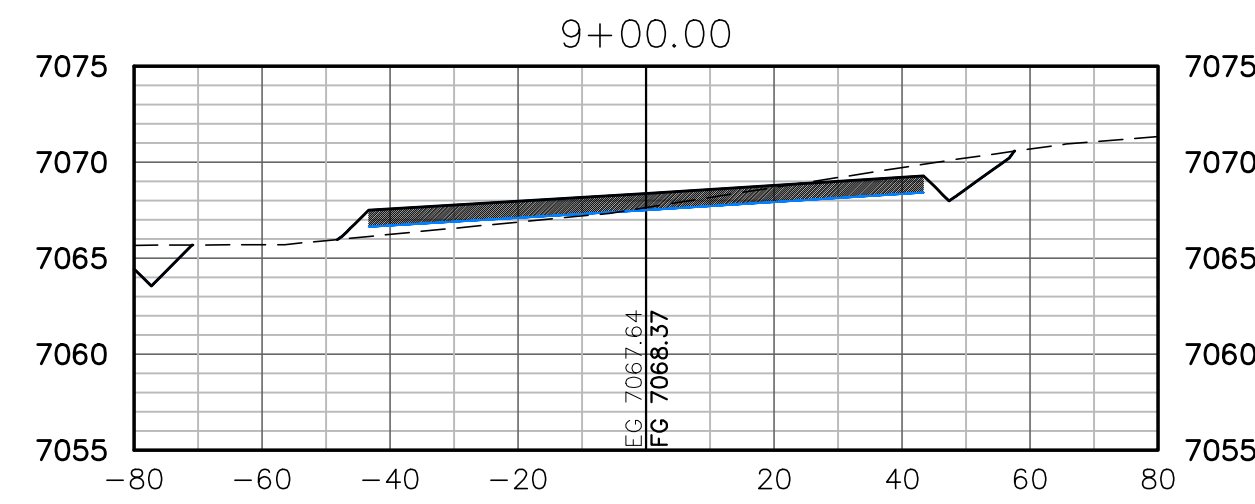
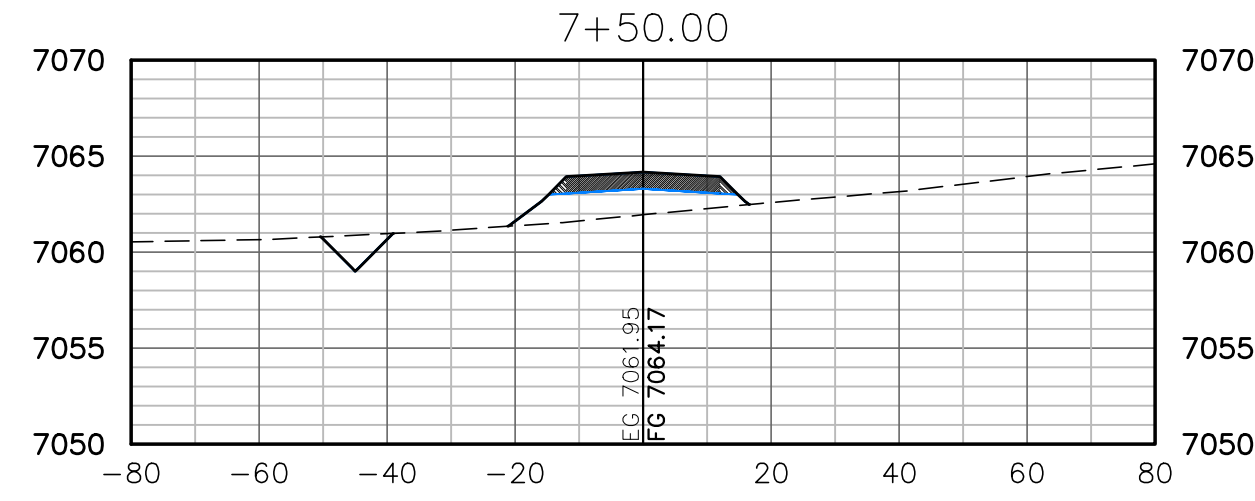
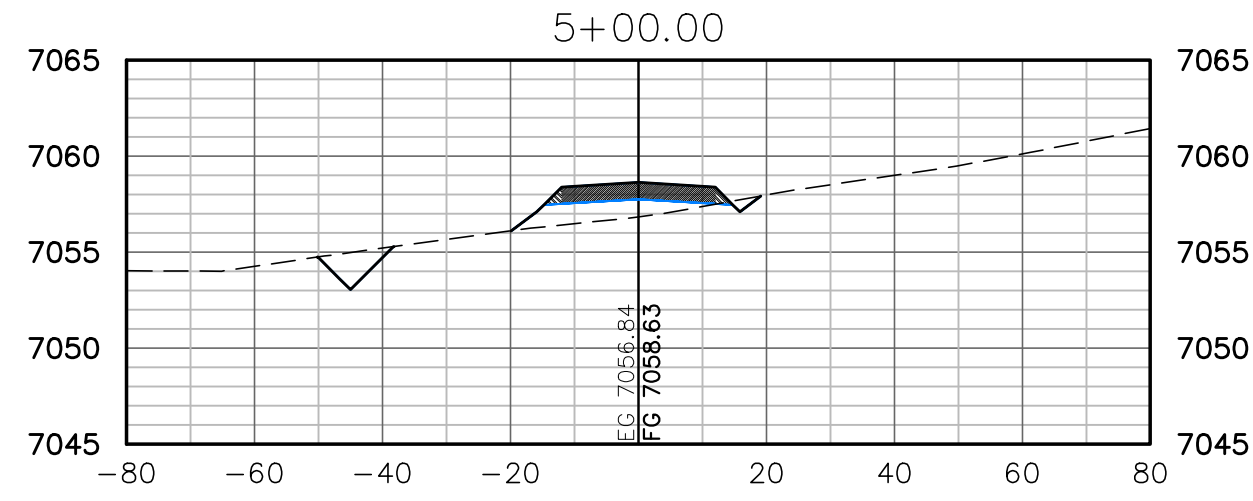
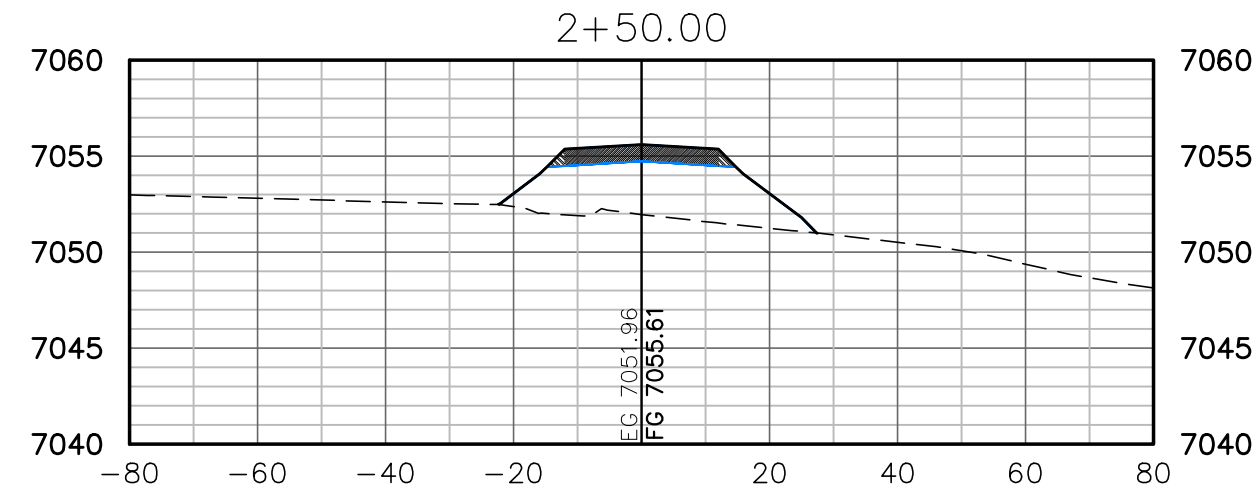
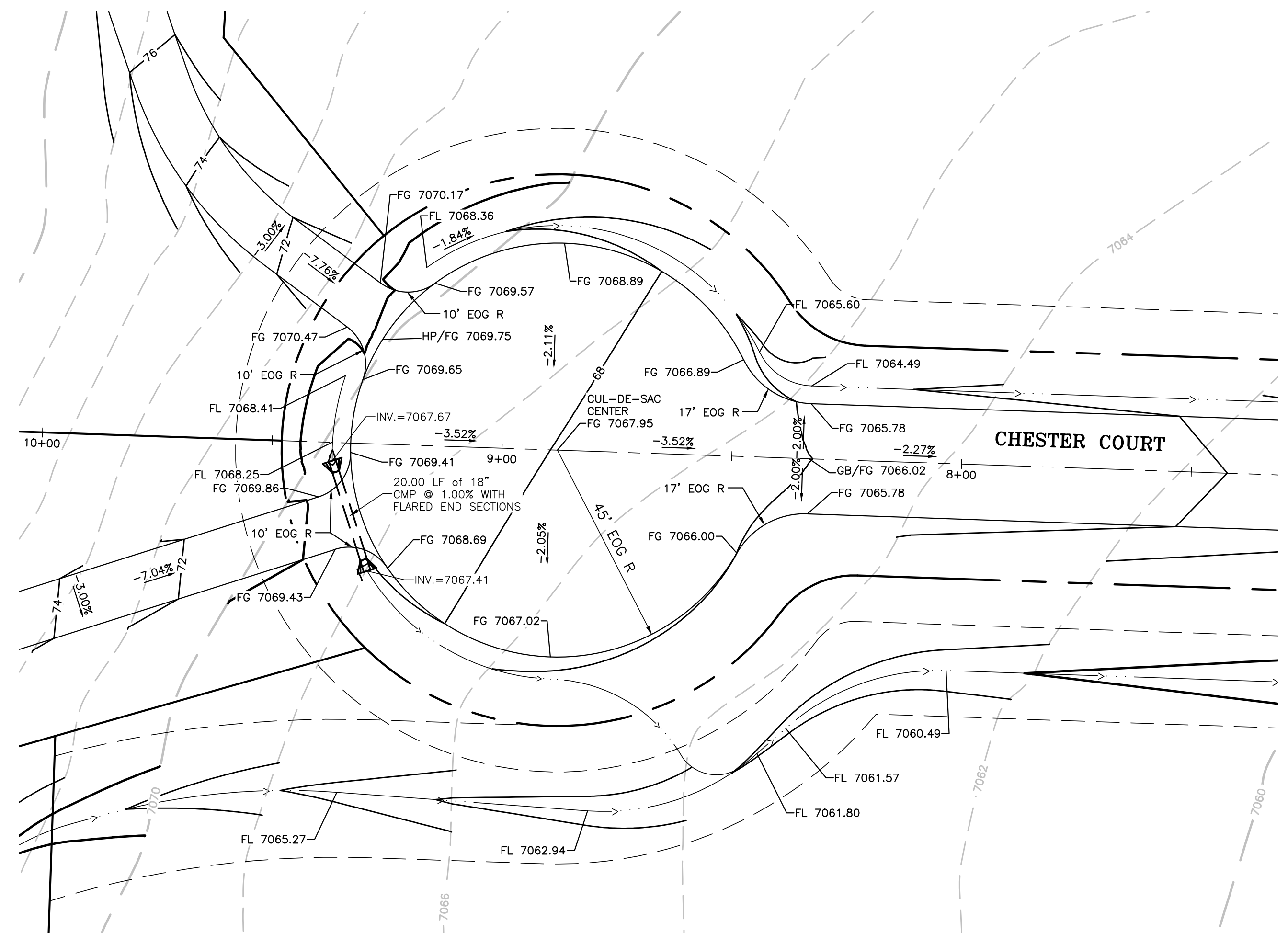
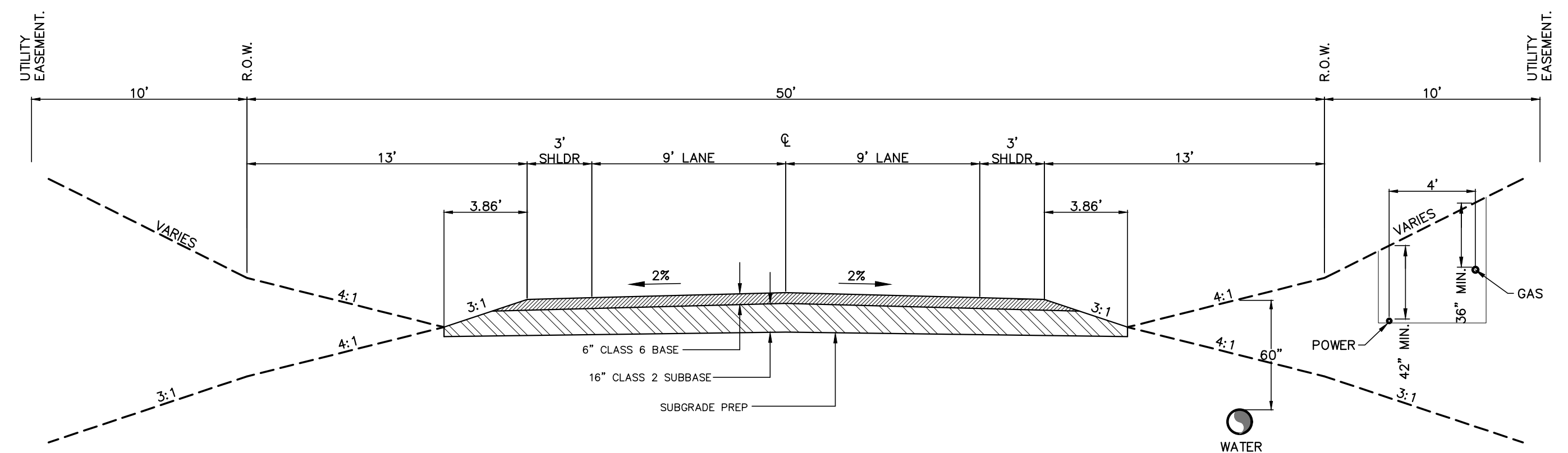
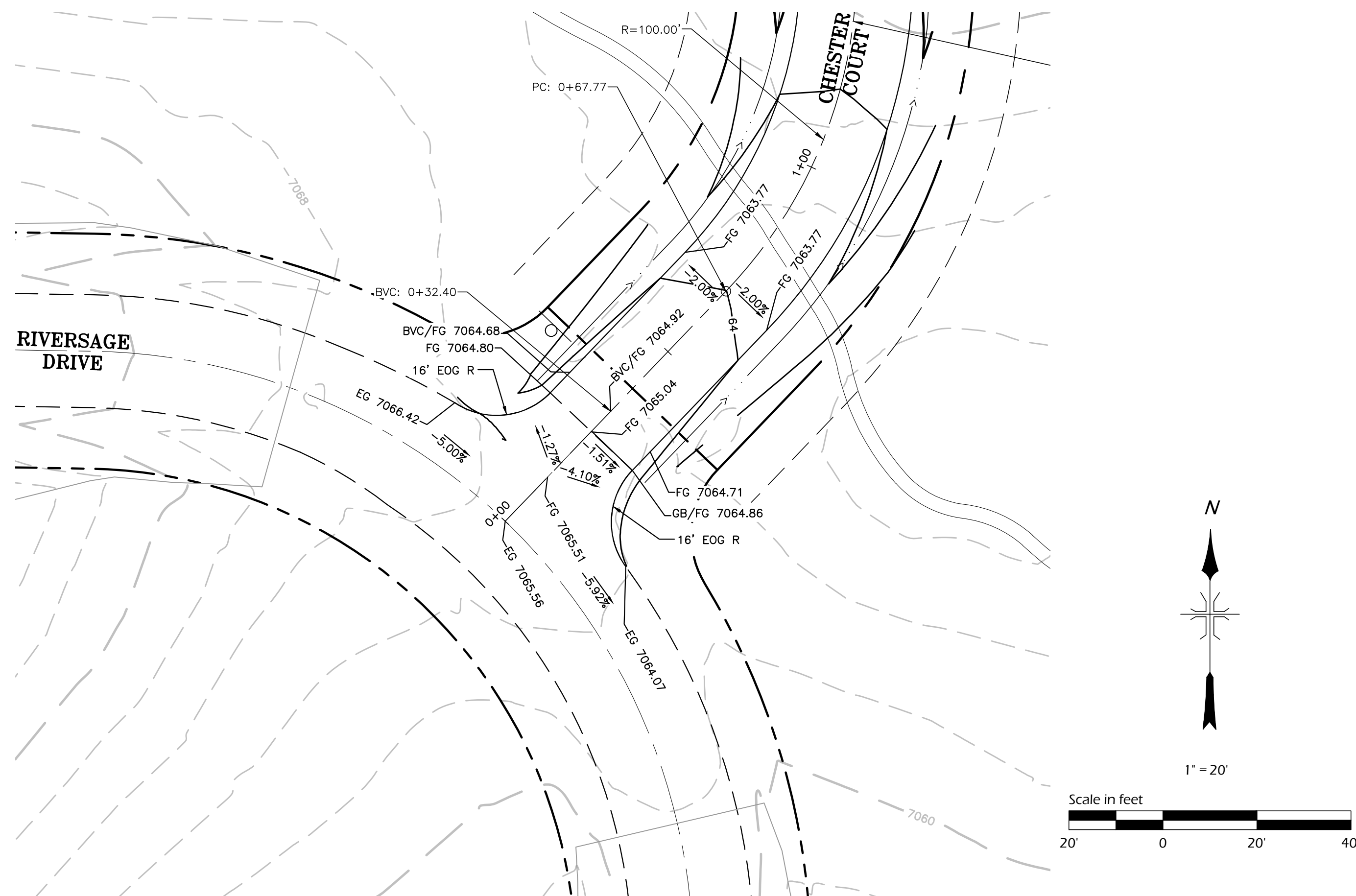
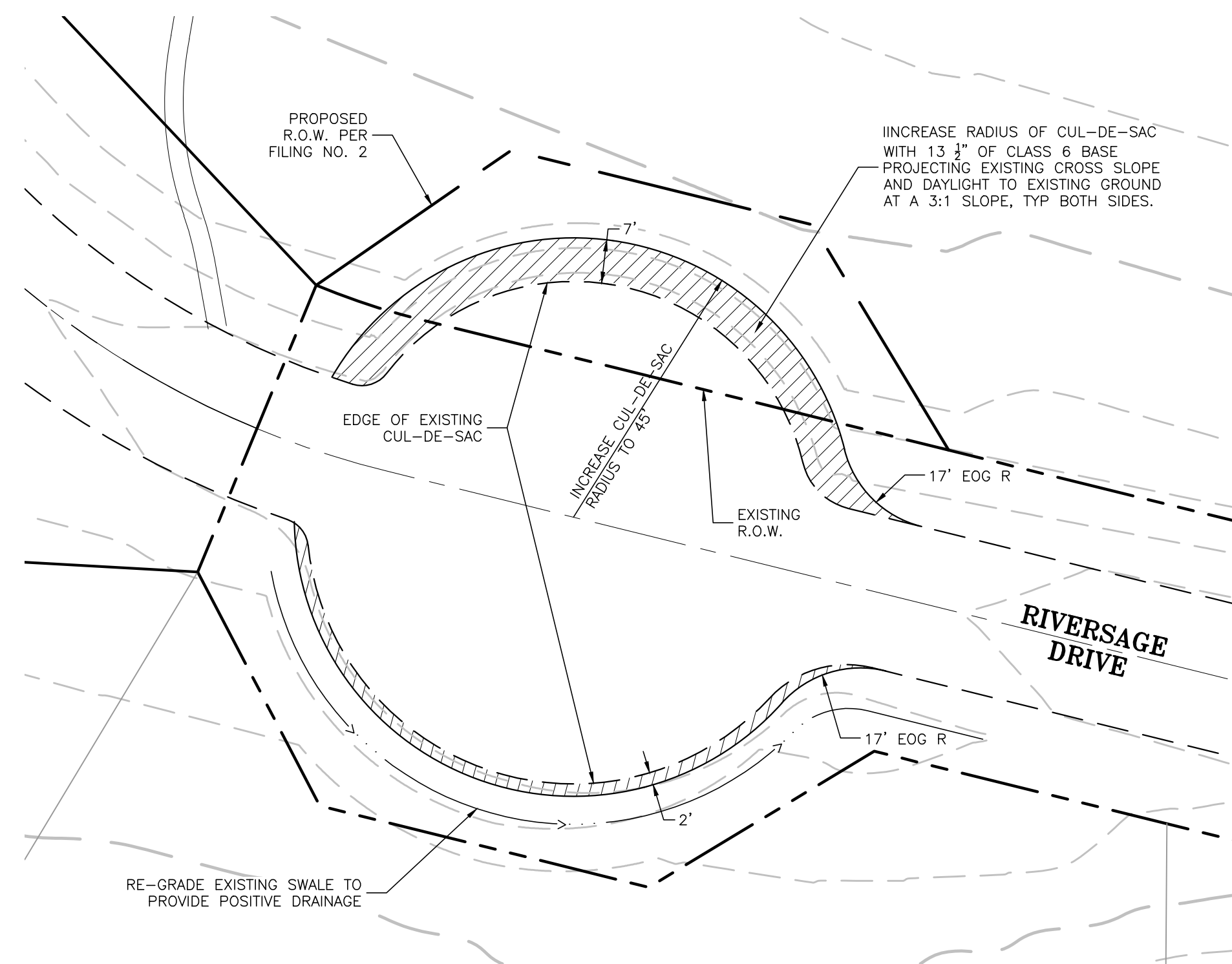


Figure 1 shows a vertical scale bar on the left and a horizontal scale bar on the right. The vertical scale is labeled 'Vertical Scale in feet' and has markings at 20', 10', 0, and -10'. The horizontal scale is labeled 'Horizontal Scale in feet' and has markings at 30', 0, 30', and 60'. Both scales are represented by alternating black and white segments.

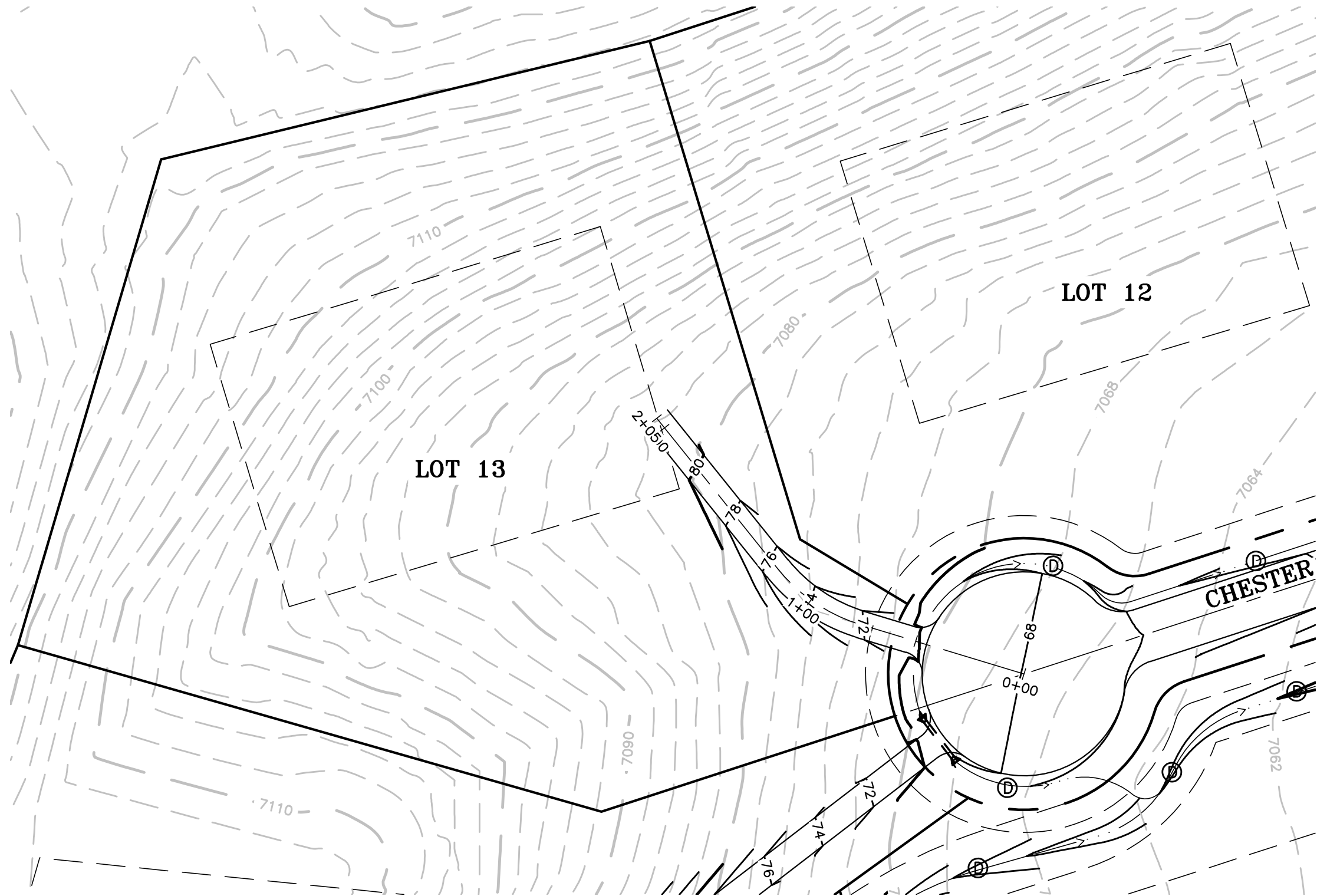
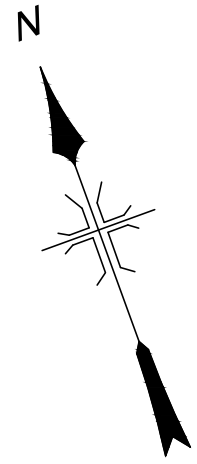


CHESTER COURT
CROSS SECTIONS

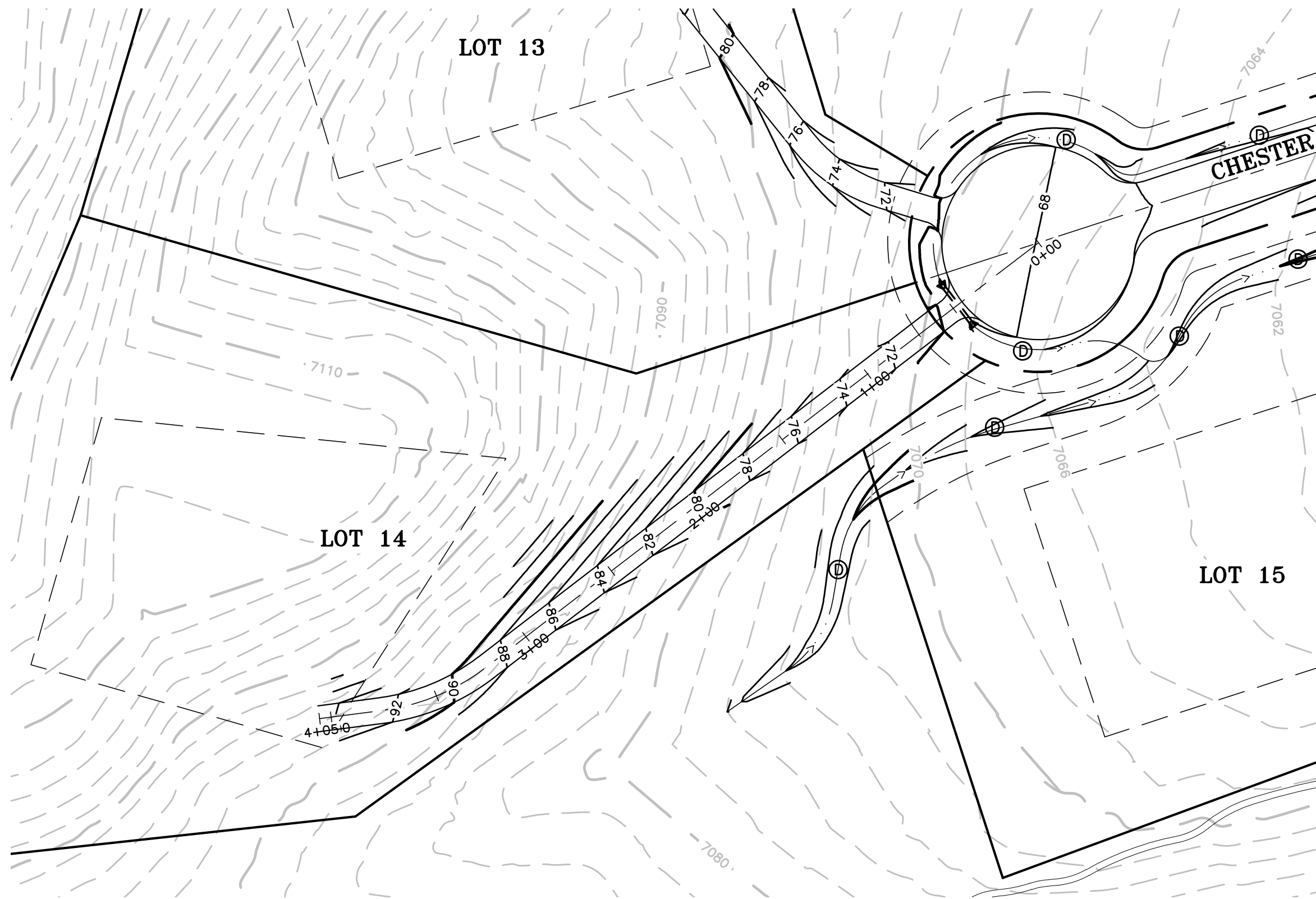
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		SHEET NO.: 6	
		DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. ■ ALBUQUERQUE, NM 87102 ■ (505) 248-2251 ■ (505) 248-2342 FAX www.delmont.com ■ service@delmont.com	
RESUBMITTED BY:		SCALE:	AS SHOWN
DRAWN BY:		RDD	NEB
FILE NAME:		18167C_RASEE.DWG	
DATE ISSUED:		2019-02-21	
TOWN REVIEW		COMMENTS DATED	
05/02/19		03/22/2019	
1		RD/NB	
NO		DATE	
NO		REVISIONS	
BY		BY	



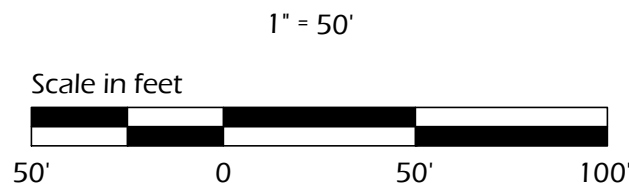
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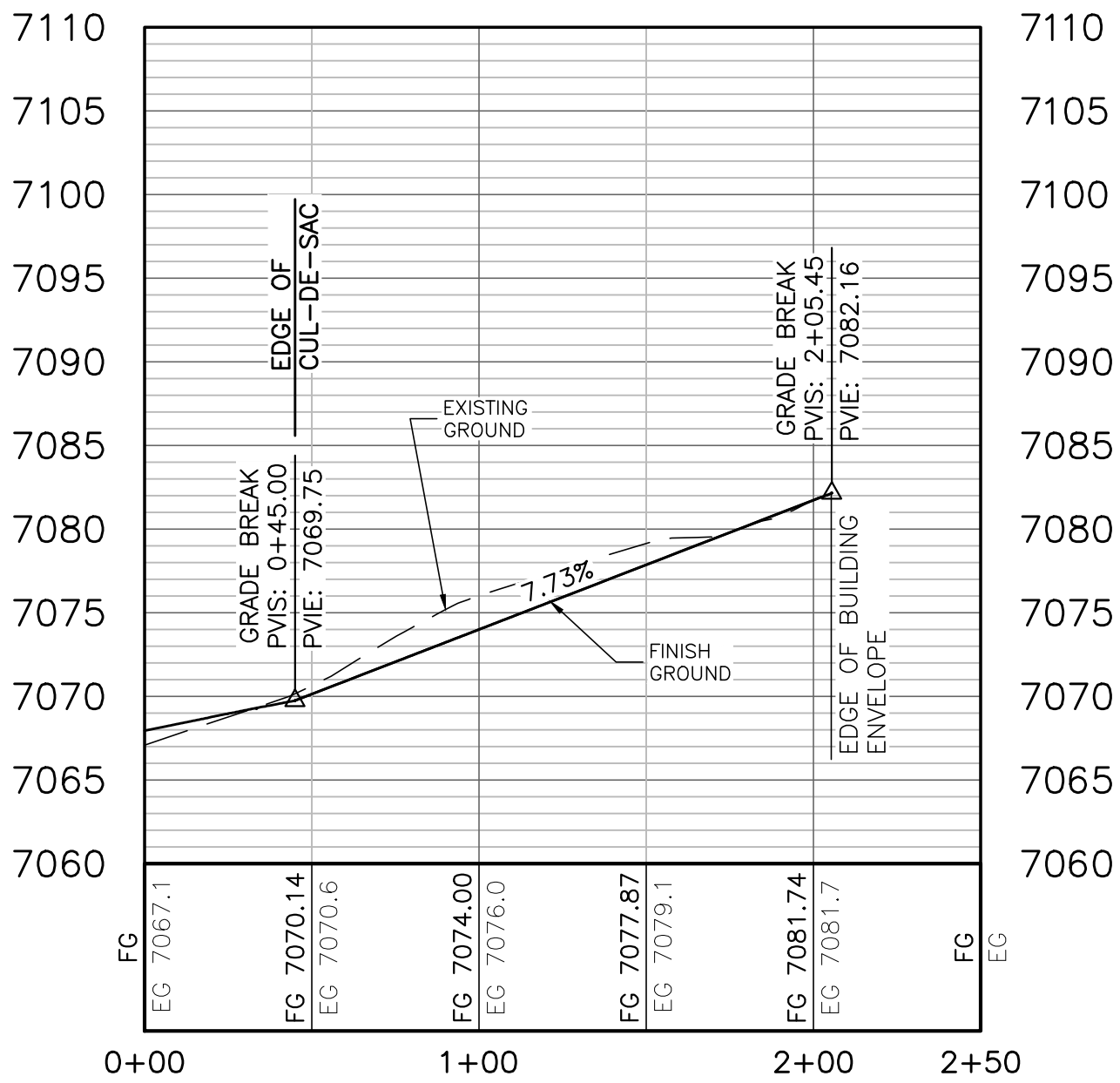
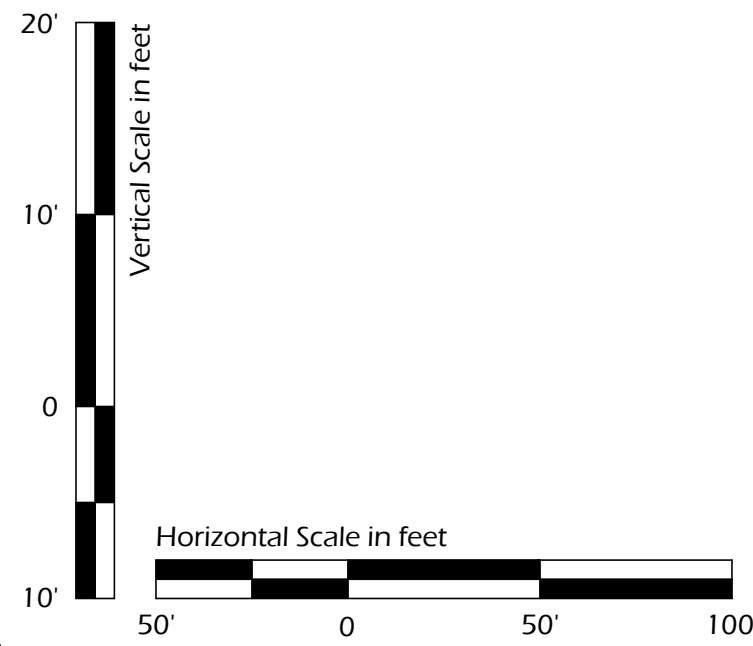
LOT 13 DRIVEWAY OPTION PLAN



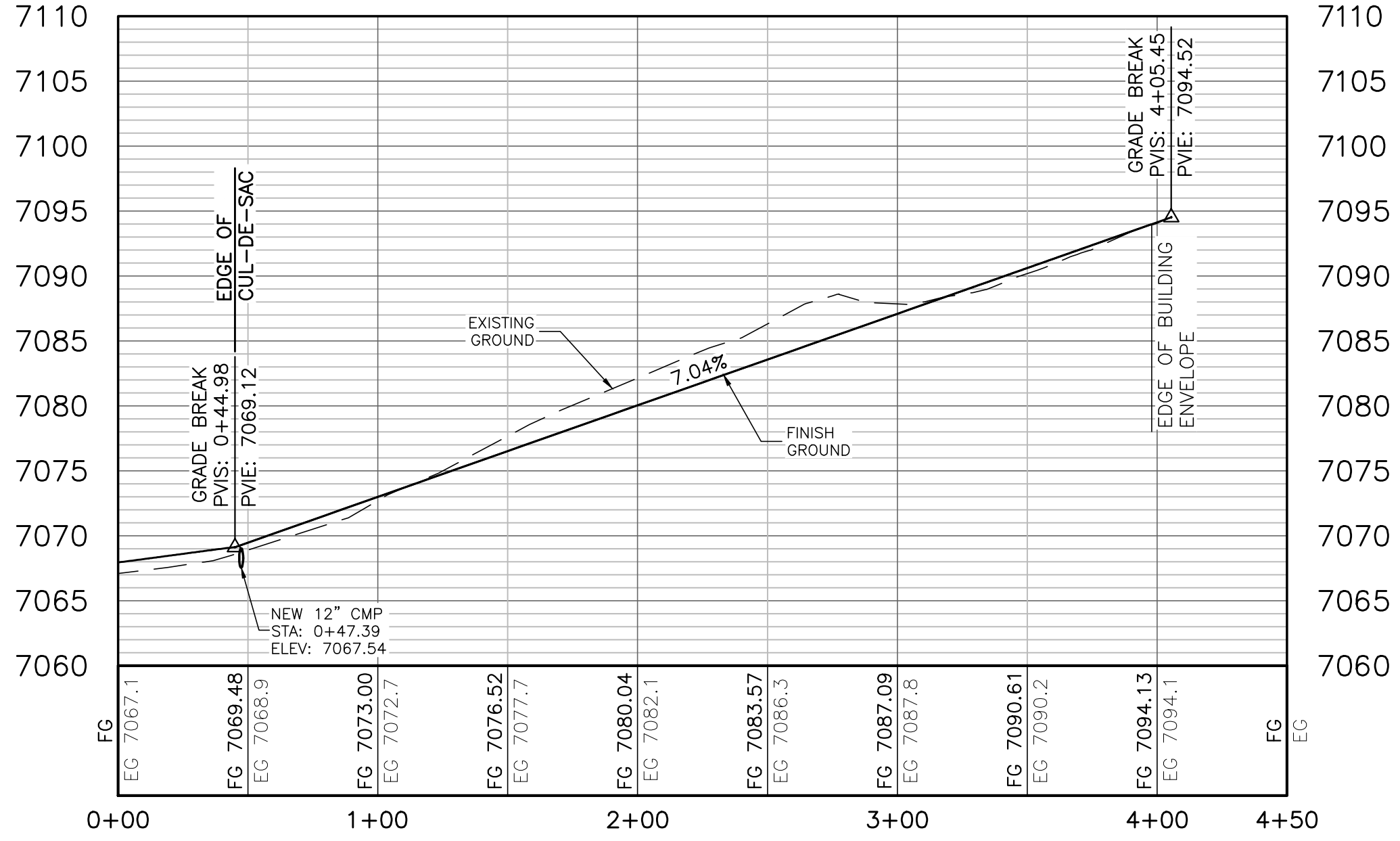
LOT 14 DRIVEWAY OPTION PLAN



- NOTES:
- ALL DESIGN GRADES ARE TO FINISH GROUND.
 - MARK ALL PULL OUTS AND CULVERT CROSSINGS WITH DELINEATOR POSTS PER CDOT M&S STANDARDS PLAN NO. S-612-1.



LOT 13 DRIVEWAY OPTION PROFILE



LOT 14 DRIVEWAY OPTION PROFILE

NO	DATE	REVISIONS	BY
1	05/02/19	TOWN REVIEW COMMENTS DATED 03/22/2019	RD/NB

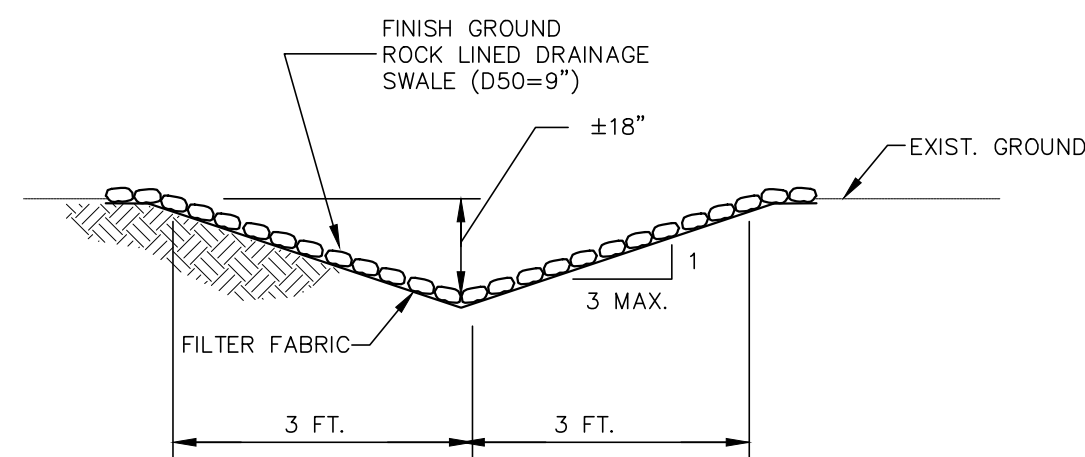
	DESIGNED BY:	SCALE:	AS SHOWN	CHECKED BY:	NEB
	DRAWN BY:	RDD	RDD	DATE DRAWD:	2019-02-21

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RIVERSAGE RODGWAY, LLC RIVER SAGE P.U.D. RIDGWAY, COLORADO	LOT 13 AND LOT 14 DRIVEWAY OPTION PLAN AND PROFILES
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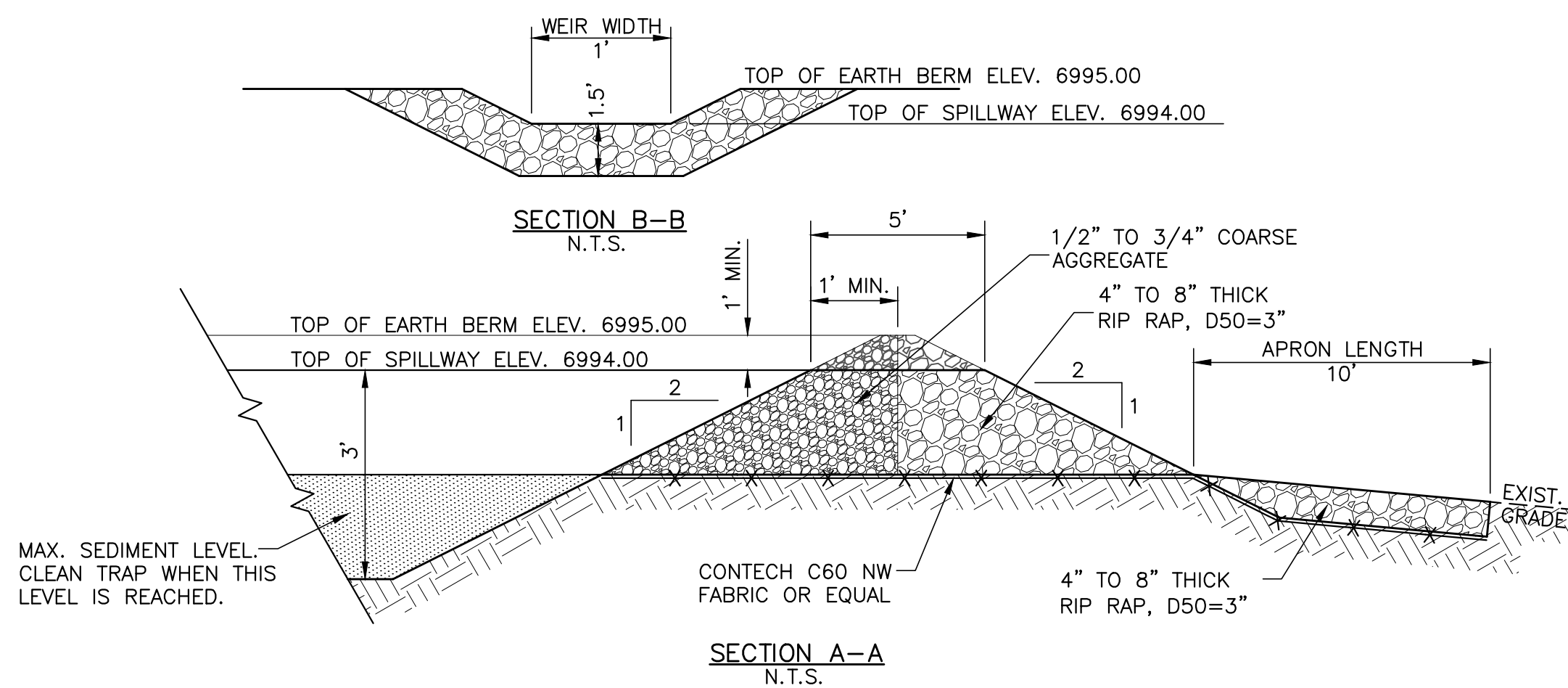
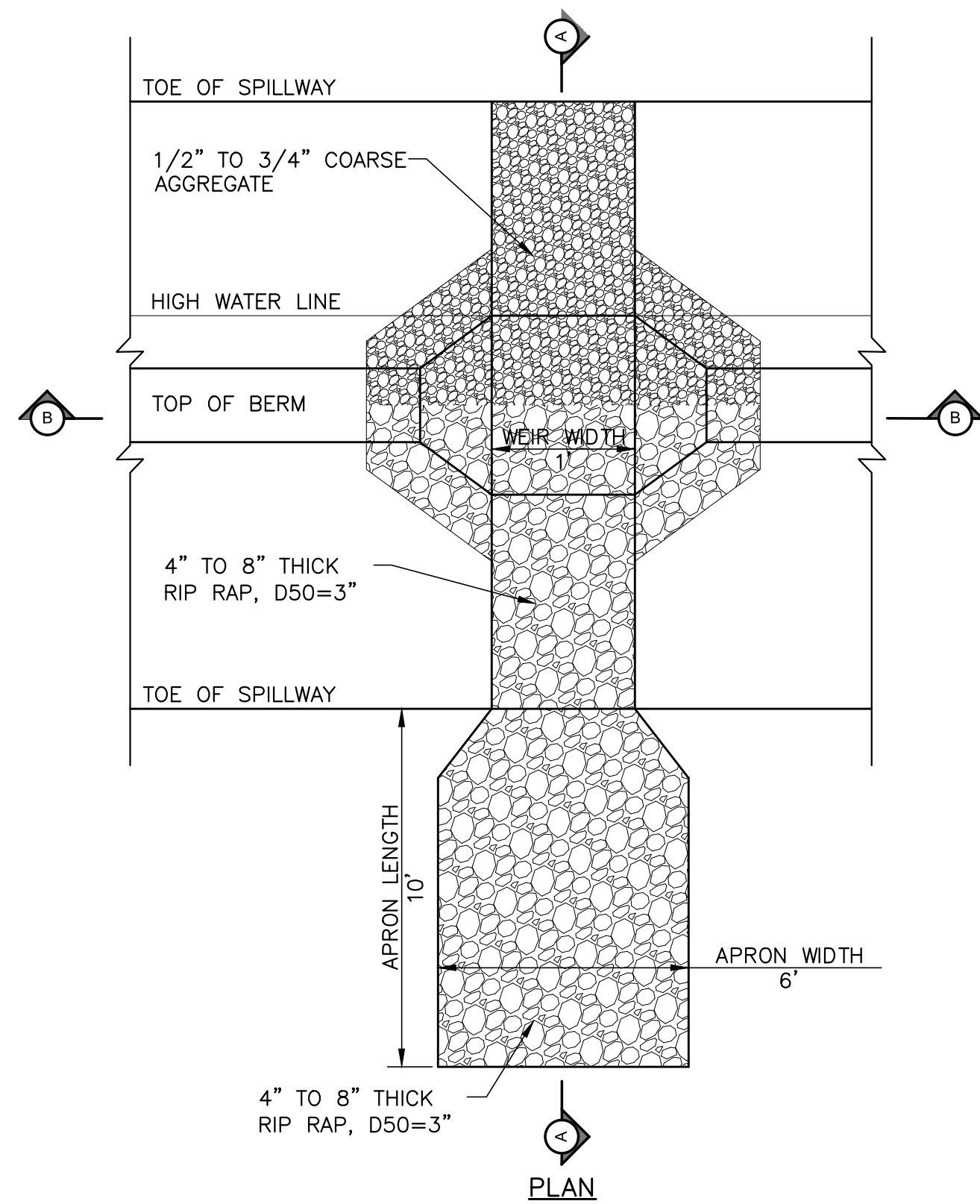
DMC JOB NO.:	18167
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SHEET NO.:	9
OF	11
SHEETS	



TYPICAL DRAINAGE SWALE SECTION

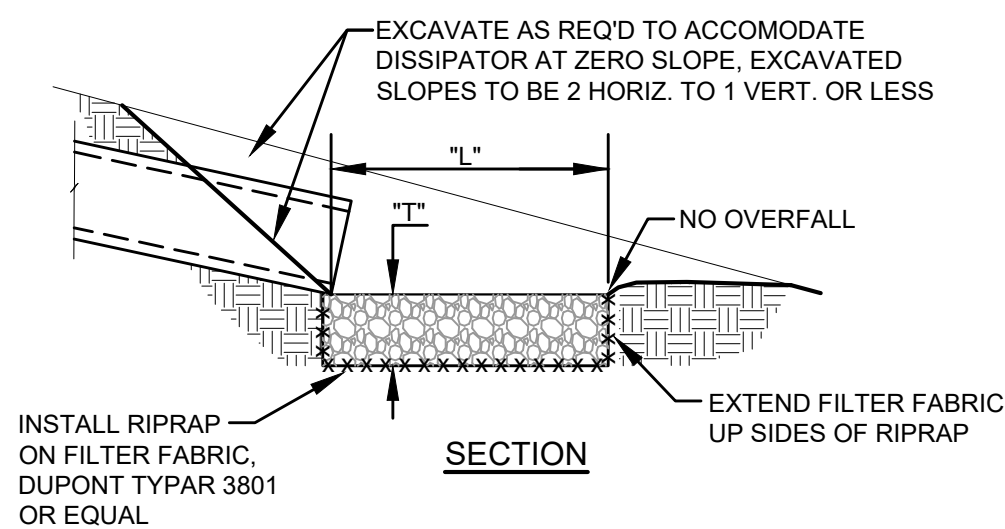
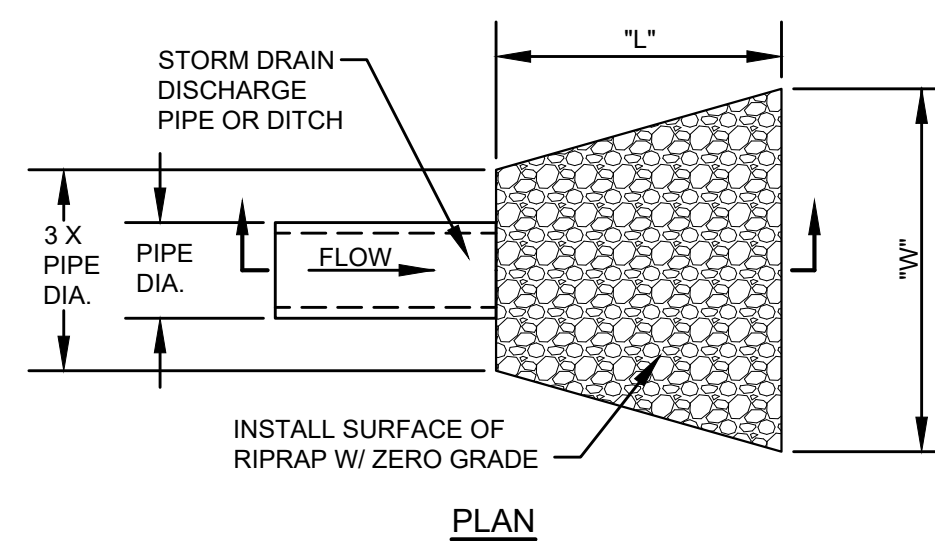
NOT TO SCALE



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.

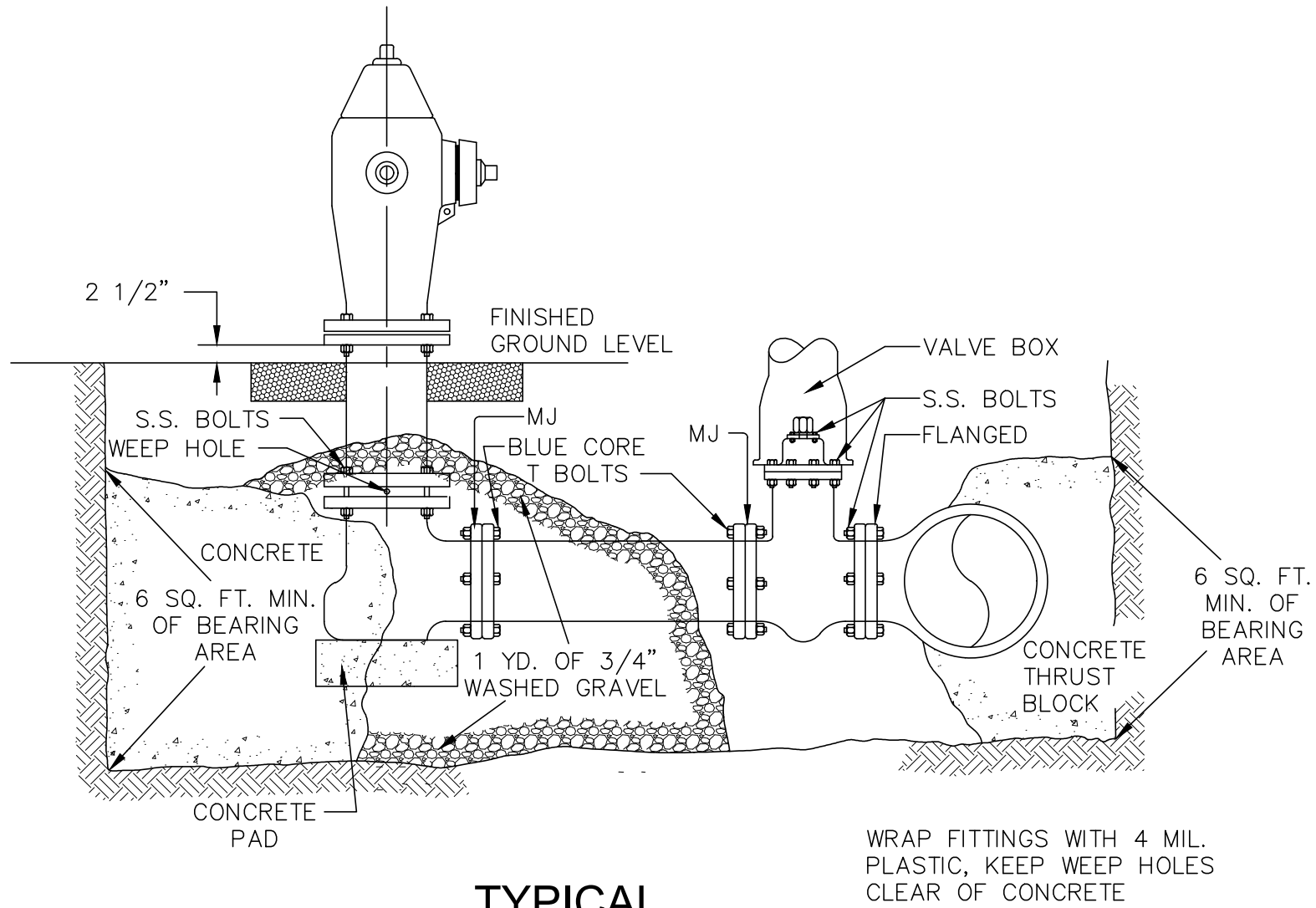
RipRap shall be clean and in accordance with CDOT standard specifications. Carefully place stone to avoid damaging filter fabric. Place and fit stone carefully to provide a flat uniform surface on the apron.

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.

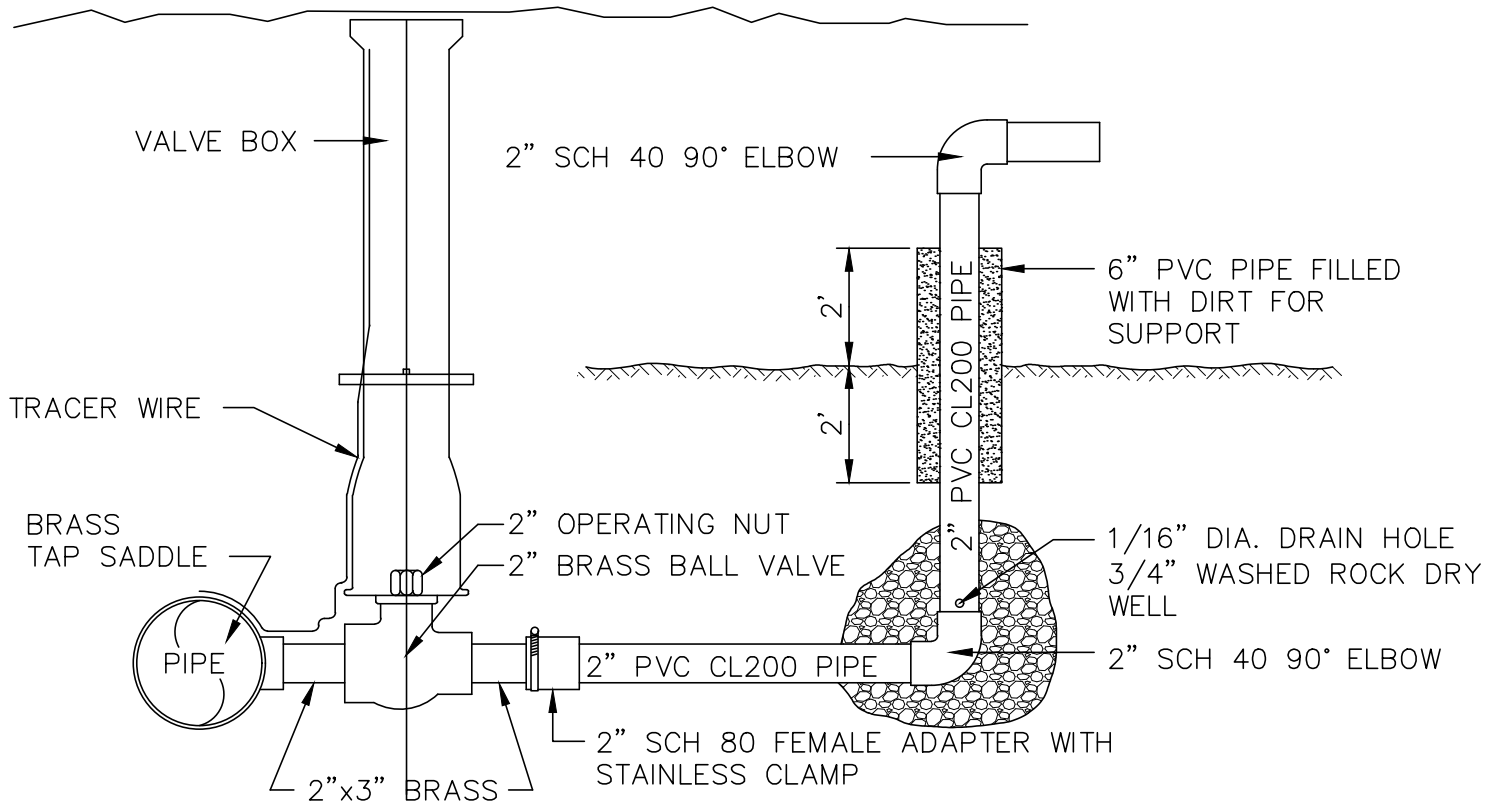
TYPICAL OUTLET ENERGY DISSIPATOR

NOT TO SCALE

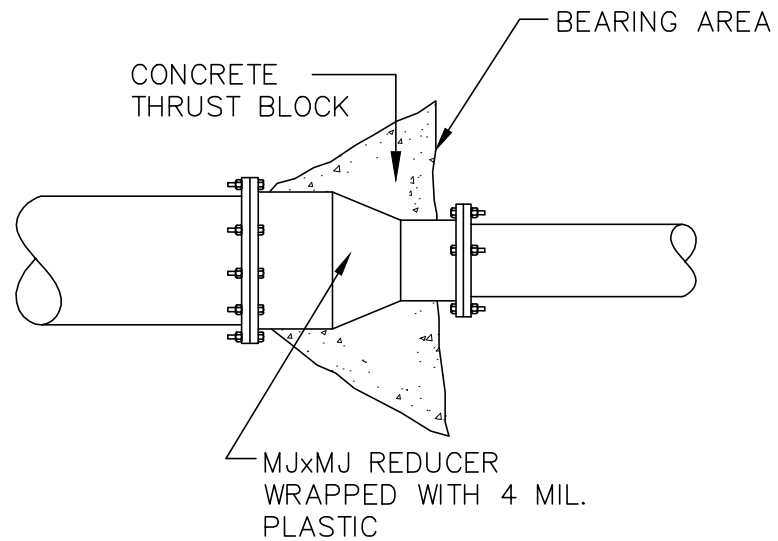
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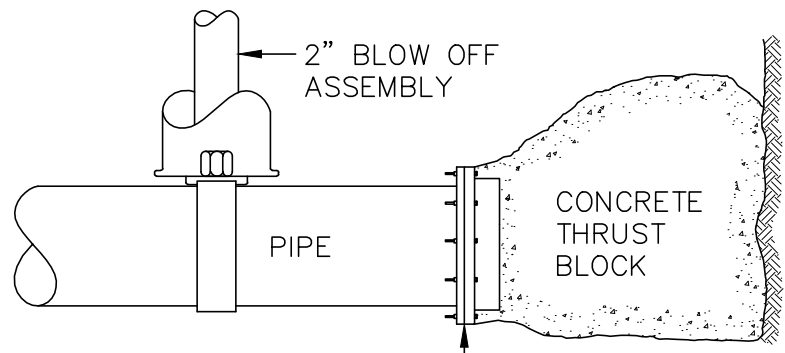
TYPICAL
FIRE HYDRANT INSTALLATION



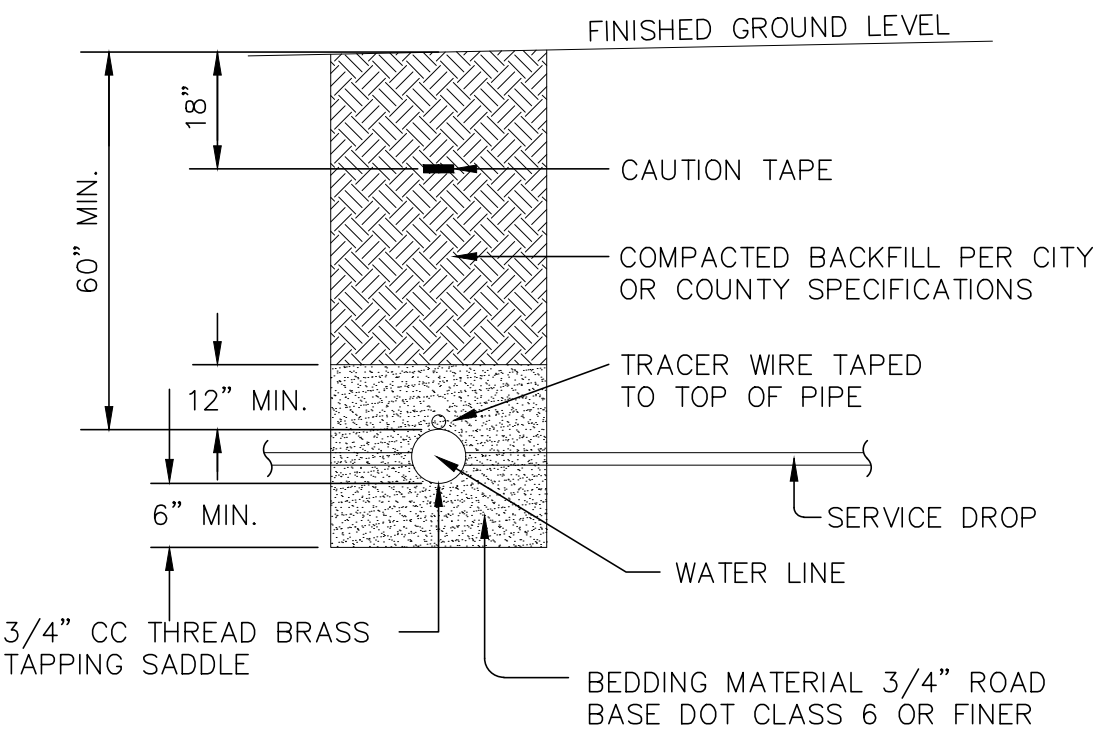
TYPICAL BLOW OFF



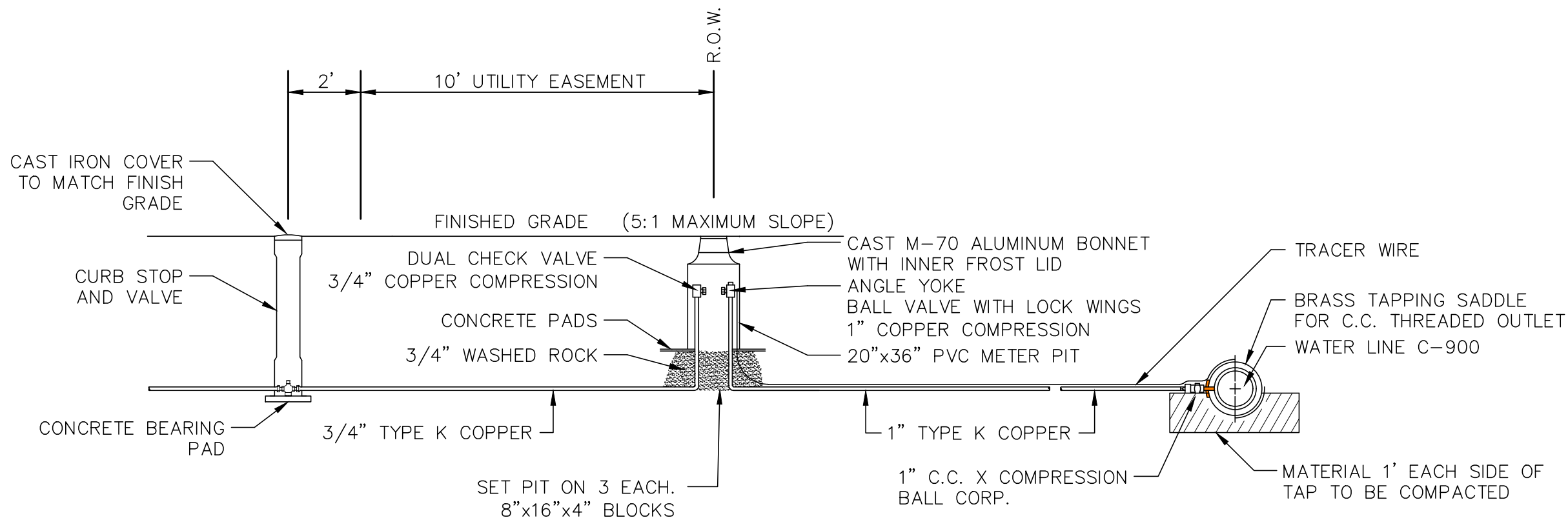
REDUCER DETAILS



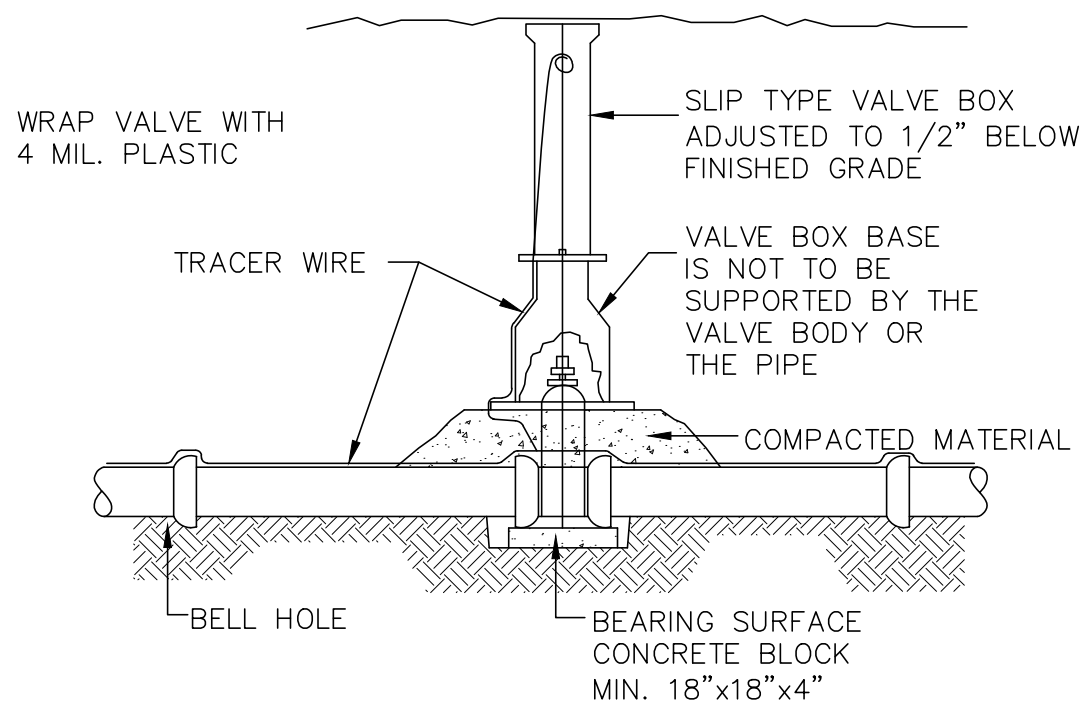
TYPICAL END CAP



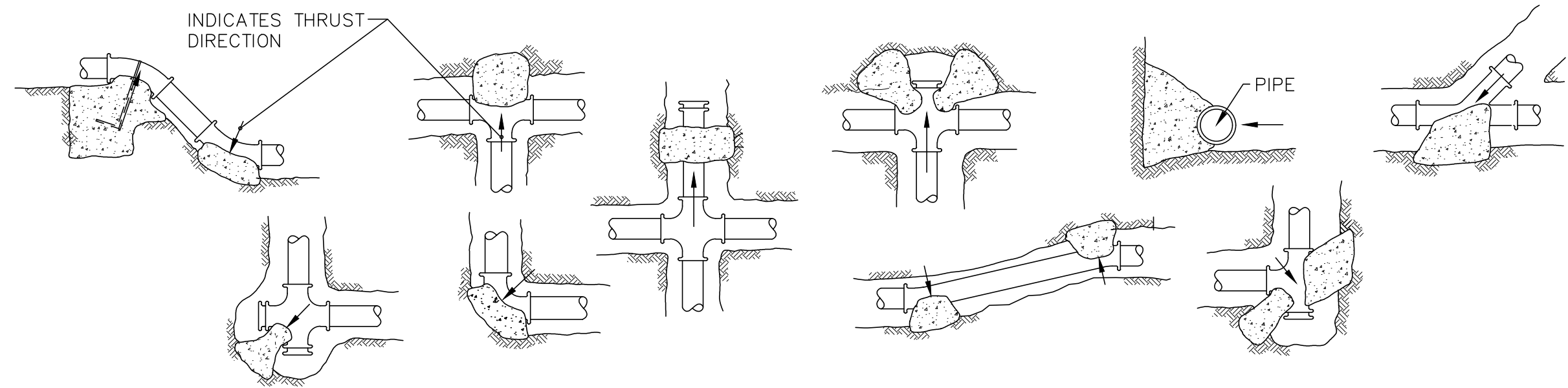
TRENCH DETAIL



DOMESTIC SERVICE DETAIL



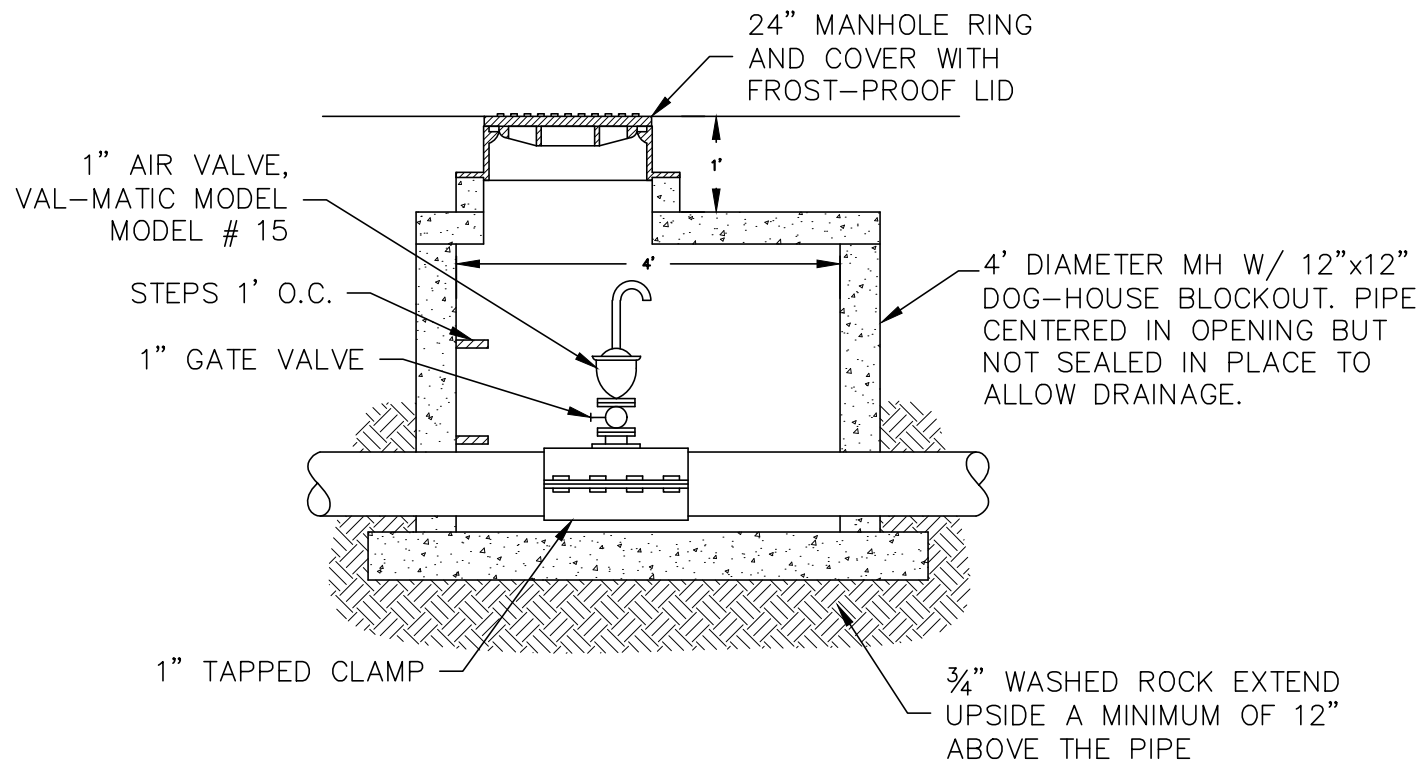
INLINE VALVE AND VALVE BOX



TYPICAL
THRUST BLOCK SETTING

PIPE SIZE	PSI	SQ. FT. (MIN.)
6	150	3.5
8	150	5.5
10	150	9.0
12	150	13.0
PIPE SIZE	PSI	SQ. FT.
6	200	4.5
8	200	7.5
10	200	12.0
12	200	17.5
PIPE SIZE	PSI	SQ. FT.
6	250	5.5
8	250	9.5
10	250	15.5
12	250	22.0

A COMPARISON OF
THRUST - BLOCK AREAS



AIR RELEASE VALVE STATION

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

WATER LINE DETAILS

18167

11

SHEETS



DEL-MONT CONSULTANTS, INC.
ENGINEERING & SURVEYING
122 Colorado Ave. • Montrose, CO 81401 • (970) 249-2251 • (970) 249-2342 FAX
www.delmont.com • info@delmont.com

RD/NB	TOWN REVIEW COMMENTS DATED	03/22/2019	REVISIONS	BY
1	05/02/19		NO	DATE

DESIGNED BY	SCALE	AS SHOWN	DATE ISSUED	2019-02-21
RDD	RDD	RDD		

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.

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 4 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 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 WINDY) 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,

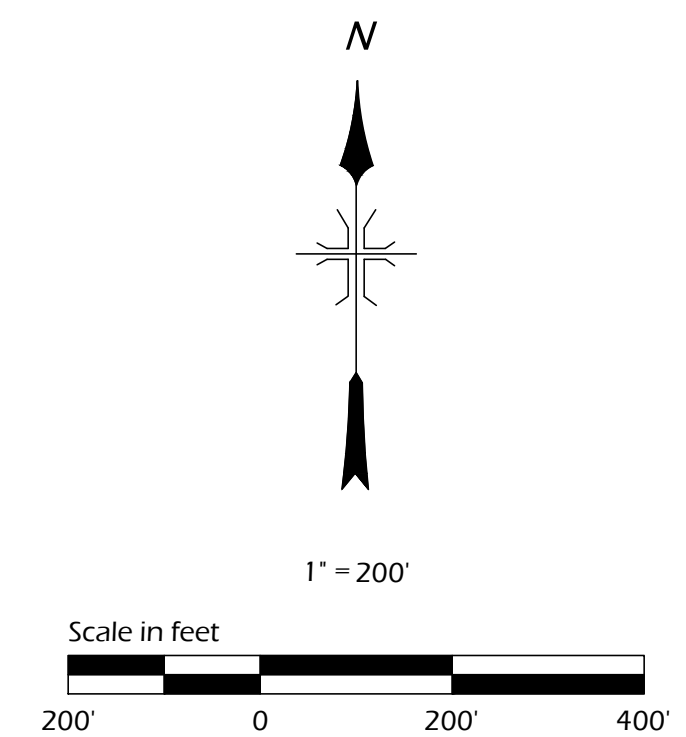
David W. Schieldt, P.E., CFM
Project Manager
Del-Mont Consultants, Inc.

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 ft ²
Flow perimeter	28.6547 in
Hydraulic radius	2.1369 in
Top width	27.2617 in
Area	6.9432 ft ²
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.

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

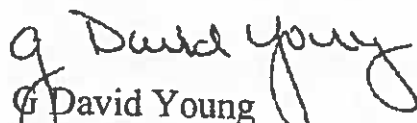
Ridgway Town Planning Commission

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

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.



ISEAL
Karen R. Christian
 Notary Public

My commission expires: 11-7-2017

RiverSage Ridgway, LLC

By: Rick Weaver
 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.



ISEAL
Pam Kraft
 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. _____



**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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NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Ridgway Town Council will hold a **PUBLIC HEARING** at the Town Hall Community Center, 201 N. Railroad Street, Ridgway, Colorado, on Wednesday, June 12th, 2019 at 5:30 p.m., to receive and consider all evidence and reports relative to the application described below:

Application for: Minor Subdivision

Location: Solar Ranches Filing 1, Lot 39

Address: 520 Chipeta Drive

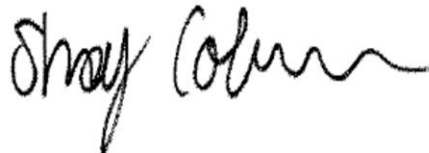
Zoned: Residential (R)

Applicants: Paula James and Don Rogers

Property Owners: Paula James and Don Rogers

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: May 30, 2019

Shay Coburn, Town Planner

Staff Report

Request: Minor Subdivision
Legal: Solar Ranches Filing 1, Lot 39
Address: 520 Chipeta Drive
Parcel #: 430516313039
Zone: Low Density Residential District (R)
Applicants: Paula James and Don Rogers
Owners: Paula James and Don Rogers
Initiated By: Shay Coburn, Town Planner
Date: June 6, 2019

BACKGROUND

The Planning Commission reviewed this minor subdivision request on May 28th, 2019. The Commission recommended approval to Town Council with the conditions listed in the staff report. The following conditions were to be completed before the Town Council hearing:

1. All edits listed for the plat map in this [the Planning Commission] staff report.
2. Town Attorney reviews the application and any edits requested are completed.

Town staff has been coordinating with the Applicants to address the above conditions. While staff has not yet received updated documents, we expect to have them by the Town Council hearing date, June 12, 2019.

The full Planning Commission hearing packet, including the staff report, is attached to this report.

STAFF RECOMMENDATION

Staff is confident that the Applicants will address all conditions but it is not comfortable recommending approval without first reviewing the revised documents.

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, May 28th, 2019 at 5:30 p.m., to receive and consider all evidence and reports relative to the application described below:

Application for: Minor Subdivision

Location: Solar Ranches Filing 1, Lot 39

Address: 520 Chipeta Drive


Zoned: Residential (R)

Applicants: Paula James and Don Rogers

Property Owners: Paula James and Don Rogers

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: May 15, 2019

Shay Coburn, Town Planner



Planning Commission Hearing Request

Official Use Only
Receipt # **CK 2773 + CK 2640**
Date Received: **4-25-19**
Initials: **PC**

General Information

Applicant Name Paula James and Don Rogers Application Date _____
Mailing Address 620 Saheta Drive Ridgway CO 81432
Phone Number 970-316-1792 Email pajames2222@gmail.com
Owner Name Paula James + Don Rogers
Phone Number 970-316-1792 Email pajames2222@gmail.com
Address of Property for Hearing 520 Saheta Drive
Zoning District _____

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

partition a duplex into 2 separate properties

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.

Paula James *11/11/12*

Applicant Signature

Date

Paula James *11/11/12*

Owner Signature

Date



TOWN OF RIDGWAY, COLORADO
ACKNOWLEDGMENT OF FEES AND COSTS

Paula James ("Applicant") and Donald James Rogers ("Owner") do hereby acknowledge that with the filing of an application, or seeking Town review under Chapter 7, Section 3 or Section 4 of the Town of Ridgway Municipal Code, that it is subject to the requisite fees and costs associated with such action, in accordance with 7-3-20 and 7-4-12, including out-of-pocket legal fees and/or engineering fees.

Applicant and Owner acknowledge that no plat shall be recorded, improvement accepted, lien released, building permit issued, tap approved or final approval action taken until all fees then due are paid to the Town.

Applicant and Owner acknowledge that the Town may suspend review of submittals, inspection of improvements, and processing of a subdivision, as it deems appropriate, unless all amounts are paid as due.

Applicant and Owner further acknowledges that unpaid fees may be certified to the Ouray County Treasurer for collection as delinquent charges against the property concerned.

Acknowledged this 16th day of April, 2019.

APPLICANT:

By: Donald Rogers + Paula James

Donald Rogers + Paula James, authorized signer
(print name)

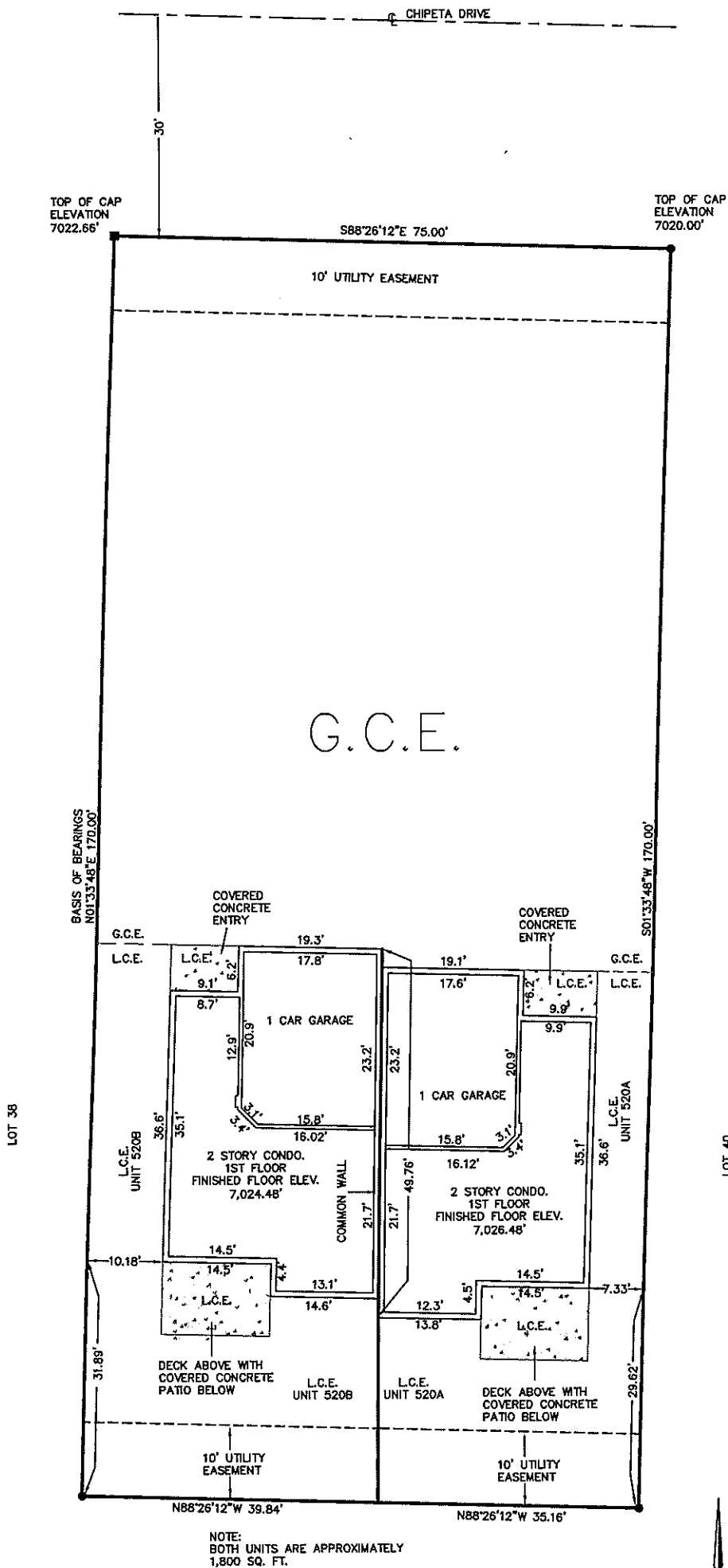
PROPERTY OWNER:

By: Paula James +

Paula James + Don Rogers, authorized signer
(print name)

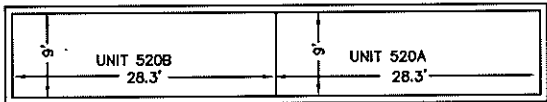
CHIPETA HOUSE CONDOMINIUMS

A CONDOMINIUM MAP AND SUBDIVISION OF LOT 39, SOLAR RANCHES PUD FILING NO. 1
TOWN OF RIDGWAY, OURAY COUNTY, COLORADO

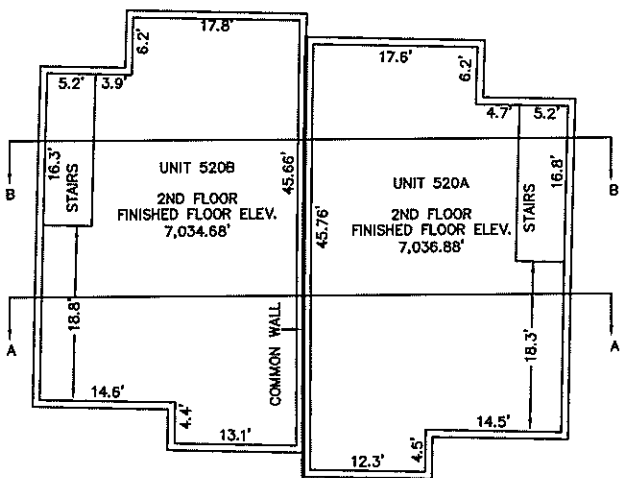


NOTE:
BOTH UNITS ARE APPROXIMATELY
1,800 SQ. FT.

FIRST FLOOR ELEVATION VIEW

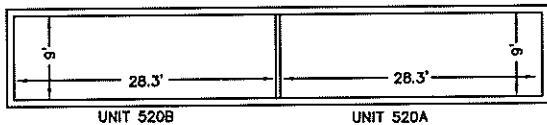
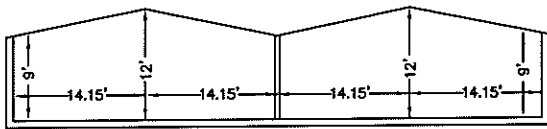


SECOND FLOOR



ELEVATION DATUM
GPS OBSERVATION

SECOND FLOOR ELEVATION VIEW



CERTIFICATE OF OWNERSHIP
KNOW ALL MEN BY THESE PRESENTS that the undersigned, being the owner(s) of certain lands in the Town of Ridgway, Colorado, to wit:

Lot 39 Filing No. 1, Solar Ranches, Ridgway, Colorado

Have by these presents laid out, platted and subdivided the same into lots, as shown on this plat, under the name of CHIPETA HOUSE CONDOMINIUMS.

Private easements are reserved or conveyed for purposes as indicated on the plat.

Executed this _____ day of _____, A.D. 2019.

OWNERS: DON ROGERS & PAULA JAMES

Don Rogers Paula James

STATE OF COLORADO }
COUNTY OF _____ } ss.

The foregoing Certificate of Ownership and Dedication was acknowledged before me this _____ day of _____, A.D. 2019, by Don Rogers.

Witness my hand and official seal. My Commission expires _____

Notary Public

STATE OF COLORADO }
COUNTY OF _____ } ss.

The foregoing Certificate of Ownership and Dedication was acknowledged before me this _____ day of _____, A.D. 2019, by Paula James.

Witness my hand and official seal. My Commission expires _____

Notary Public

SURVEYOR'S CERTIFICATE
I, William D. Wiley, 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 found as shown.

William D. Wiley
Colorado Registered Land Surveyor
License No. 12180

Date

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.

Dated this _____ day of _____, A.D., 2019.

Attorney at Law

PLANNING COMMISSION
Approved by the Ridgway Town Planning Commission this _____ day of _____, A.D. 2019,

by _____, Chairman.

TOWN COUNCIL
Approved by the Ridgway Town Council this _____ day of _____, A.D. 2019,

by _____, Mayor.

TOWN ATTORNEY'S CERTIFICATE
Approved for recording this _____ day of _____, 2019.

Town Attorney

TREASURER'S CERTIFICATE
I certify that as of the _____ day of _____, 2019, 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

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 _____, A.D. 2019,
under Reception No. _____

Ouray County Clerk & Recorder

LEGEND

- = FOUND NO. 5 REBAR & SURVEY CAP LS24966
- = FOUND NO. 5 REBAR & SURVEY CAP LS12180
- = EASEMENT LINE
- = CENTERLINE
- G.C.E. = GENERAL COMMON ELEMENT
- L.C.E. = LIMITED COMMON ELEMENT

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three 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 years from the date of the certification shown hereon.

CF: _____
Plot Scale _____
Book _____ Page _____
DATE: 4/24/19
REVISIONS:

CHIPETA HOUSE CONDOMINIUMS

A CONDOMINIUM MAP AND SUBDIVISION OF LOT 39,
SOLAR RANCHES PUD FILING NO. 1
TOWN OF RIDGWAY, OURAY COUNTY, COLORADO

FOR: DON ROGERS

MESA SURVEYING ASSOCIATES INC.
P.O. Box 1287 Montrose, CO 81402
(970)-240-9994

Sheet _____ of _____

File No. 19-40

CONDOMINIUM DECLARATION OF CHIPETA HOUSE CONDOMINIUMS

THIS CONDOMINIUM DECLARATION OF CHIPETA HOUSE CONDOMINIUMS (the "Declaration") is made as of _____, 2019, by **PAULA JAMES** and **DONALD JAMES ROGERS** (the "Declarants").

RECITALS

A. Declarant is owner of that certain real property located in the County of Ouray, Colorado, referred to hereafter as the Property more particularly described as:

Lot 39, Solar Ranches Filing No. 1, a Re-subdivision of Outlot A, Savath Subdivision, according to the recorded plat filed September 3, 1991, at Reception No. 149479, Amendment thereto February 29, 1996, at Reception No. 161333, Town of Ridgway, County of Ouray, State of Colorado, also known by street and number at 520 A and 520 B Chipeta Drive, Ridgway CO 81432.

B. Declarant has improved the said Property by constructing on it a two-Unit, multi-family structure (duplex) known as **Chipeta House Condominiums ("CHC")**. Declarant desires to convert the Property to a common interest community pursuant to the Colorado Common Interest Ownership Act as set forth in Colorado Revised Statute § 38-33.3-101 et. seq. (the "Act"), the name of which is **CHIPETA HOUSE CONDOMINIUMS**.

ARTICLE 1 **DECLARATION AND SUBMISSION**

Section 1.1 *Declaration.* Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, restrictions and easements which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Property. Additionally, Declarant hereby submits the Property to the provisions of the Act.

ARTICLE 2 **DEFINITIONS**

The following words when used in this Declaration or any Supplemental Declaration shall have the following meanings:

Section 2.1 *"Agency"* means any agency or corporation such as Housing and Urban Development, Veteran's Administration, Federal National Mortgage Association ("FNMA") or Federal Home Loan Mortgage Corporation ("FHLMC"), that purchases or insures residential mortgages.

Section 2.2 *"Allocated Interests"* means the undivided interest in the Assessments and votes in the Association. Such Allocation shall be fifty percent per Unit. The formulas for the Allocated Interests are as follows:

2.2.1 *Percentage Share of Common Elements and Common Expenses for each Unit:* the total of all allocated interests divided by the total number of Units.

2.2.2 *"Voting"*: One vote per Unit on all matters, except that Cummulative voting shall be employed for the election of Executive Board Members.

Section 2.3 *"Articles"* mean the Articles of Incorporation for **CHIPETA HOUSE CONDOMINIUM ASSOCIATION, Inc. a Colorado non-profit corporation**, to be registered with the Colorado Secretary of State prior to sale of any of the Units, and any amendments that may be made to those Articles from time to time.

Section 2.4 *"Annual Assessment"* means the Assessment levied pursuant to an annual budget.

Section 2.5 *"Assessments"* means the Annual, Special and Default Assessments levied pursuant to Article 10 below. Assessments are also referred to as a Common Expense Liability as defined under the Act.

Section 2.6 *"Association"* means **CHIPETA HOUSE CODOMINIUM ASSOCIATION, Inc.**, a Colorado nonprofit corporation, and its successors and assigns.

Section 2.7 *"Association Documents"* means this Declaration, the Articles of Incorporation, the Bylaws, the Map and any procedures, rules, regulations or policies adopted under such documents by the Association.

Section 2.8 *"Bylaws"* means the Bylaws adopted by the Association, as amended from time to time.

Section 2.9 *"Clerk and Recorder"* means the office of the Clerk and Recorder in the County of Ouray, State of Colorado.

Section 2.10 *"Common Element"* means all portions of the Project except the Units. The Common Elements are owned by the Owners in proportion to the Allocated Interest associated with each Owner's Unit, and consist of General Common Elements and Limited Common Elements.

2.10.1 *"General Common Elements"* means all tangible physical properties of this Project except Limited Common Elements, and the Units; notwithstanding any other provision of this Declaration, General Common Elements includes but is not limited to all fences on the Property, all crawl spaces, wall studs, roofs, fire walls, decks, railings and posts for decks and for front porches, and all stucco

2.10.2 *"Limited Common Elements"* means those parts of the Common Elements which are either limited to or reserved in this Declaration, on the Map or by action of the Association, for the exclusive use of an Owner of a Unit.

Section 2.11 *"Common Expenses"* means (i) all expenses expressly declared to be common expenses by this Declaration or the Bylaws of the Association; (ii) all other expenses of administering, servicing, conserving, managing, maintaining, repairing or replacing the General Common Elements; (iii) insurance premiums for the insurance carried under Article 9; and (iv) all expenses lawfully determined to be common expenses by the Executive Board.

Section 2.12 *"County"* means the County of Ouray, Colorado.

Section 2.13 *"Declaration"* means this Declaration and the Map, and amendments and supplements to the foregoing.

Section 2.14 *"Executive Board"* means the governing body of the Association.

Section 2.15 *"First Mortgage"* means any Mortgage that is not subject to any monetary lien or encumbrance except liens for taxes or other liens that are given priority by statute.

Section 2.16 *"First Mortgagee"* means any person named as a mortgagee or beneficiary in any First Mortgage, or any successor to the interest of any such person under such First Mortgage.

Section 2.17 *"Manager"* means a person or entity, *if any*, engaged by the Association to perform certain duties, powers or functions of the Association, as the Executive Board may authorize from time to time.

Section 2.18 *"Map"* means the Condominium Map of the Project recorded with the Clerk and Recorder for the County of Ouray, State of Colorado, at Reception No. _____. The Map depicts a plan and elevation schedule of all or a part of the Property subject to this Declaration and any supplements and amendments thereto.

Section 2.19 *"Member"* means every person or entity that holds membership in the Association.

Section 2.20 *"Mortgage"* means any mortgage, deed of trust or other document pledging any Unit or interest therein as security for payment of a debt or obligation.

Section 2.21 *"Mortgagee"* means any person named as a mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such person under such Mortgage.

Section 2.22 *"Owner"* means the owner of record, whether one or more persons or entities, of fee simple title to any Unit, and "Owner" also includes the purchaser under a contract for deed covering a Unit with a current right of possession and interest in the Unit.

Section 2.23 *"Project"* means the common interest community created by this Declaration and as shown on the Map, consisting of the Property, the Units and the Common Elements.

Section 2.24 *"Unit"* means one individual airspace which is contained within the perimeter windows, doors and unfinished surfaces of perimeter walls, floors and ceilings as shown on the Map, together with the appurtenant interest in the Common Elements.

Section 2.25 *"Successor Declarant"* means any person or entity to whom Declarant assigns any or all of its rights, obligations or interest as Declarant, as evidenced by an assignment or deed of record executed by both Declarant and the transferee or assignee and recorded with the Clerk and Recorder.

Section 2.26 *"Supplemental Declaration"* means an instrument which amends this Declaration.

Section 2.27 *"Supplemental Map"* means a supplemental Map of the Project which depicts any change in the Project through a Supplemental Declaration.

Section 2.28 "Solar Ranch 1 and 2A HOA" and "SR 1&2 HOA" both mean the Solar Ranches (1 & 2A) Homeowners' Association, Inc., a Colorado Non-Profit Corporation duly registered with the Secretary of State for the State of Colorado.

Each capitalized term not otherwise defined in this Declaration or in the Map shall have the same meanings specified or used in the Act.

ARTICLE 3 **NAME, DIVISION INTO UNITS**

Section 3.1 *Name.* The name of the Project is Chipeta House Condominiums. The Project is a Condominium pursuant to the Act.

Section 3.2 *Association.* The name of the Association is Chipeta House Condominium Association, Inc. Declarant has caused the Association to be incorporated as a non-profit corporation under the laws of the State of Colorado.

Section 3.3 *Number of Units.* The maximum number of Units in the Project is two (2), unless the number is increased by a Supplemental Declaration.

Section 3.4 *Identification of Units.* The identification number of each Unit is shown on the Map.

Section 3.5 *Description of Units; Use.*

3.5.1 Each Unit and the appurtenant interest in the Common Elements and the appurtenant use of Limited Common Elements, shall comprise one Unit, shall be inseparable and may be transferred, leased, devised or encumbered only as a Unit. The boundaries of each Unit are depicted on the Map and generally described as:

A. Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceilings, extended to an intersection with the vertical perimeter boundaries.

B. Lower Boundaries. The horizontal plane of the undecorated or unfinished upper surfaces of the floors, extended to an intersection with the vertical perimeter boundaries.

C. Vertical Perimeter Boundaries. The planes defined by the center or middle plane of the fire wall between adjoining Units, the unfinished exterior surfaces of poured concrete or other exterior walls, and the interior surface of closed exterior windows and doors.

D. Inclusions. Each Unit includes the spaces and improvements lying within the boundaries described above as depicted on the survey map. Each Unit also includes the spaces and improvements containing utility meters, water heating facilities, all electrical switches, wiring, pipes, ducts, conduits, smoke detector or security systems and communications, television, telephone and electrical receptacles and boxes serving that Unit exclusively, the surface of these items being the boundaries of that Unit, whether or not the spaces are contiguous. Each Unit owner shall be required to purchase, install and maintain, at the Unit owner's expense, such separate utility meters as may be required to service such Unit.

E. Utility Lines. Each Unit owner shall be solely responsible for the utility lines running from the street to that Unit.

F. Non-Contiguous Portions. If any Unit includes special portions or pieces of equipment, such as air-conditioning compressors, utility meters, meter boxes, utility connection structures, air or gas pump and storage facilities and storage structures, air or gas pump and storage facilities and storage portions, which are situated in buildings or structures

that are detached from the Unit, such special equipment or storage portions are a part of the Unit, notwithstanding their non-contiguity with the principal portions .

3.5.2 Any instrument affecting a Unit may describe it by its Unit number, CHIPETA HOUSE CONDOMINIUMS, County of Ouray, State of Colorado, according to the Map thereof recorded at Reception No. _____, and the Declaration recorded at Reception No. _____, in the records of the Clerk and Recorder of the County of Ouray, Colorado, as amended from time to time.

3.5.3 Each Owner shall be entitled to the exclusive ownership and possession of his Unit. Each Unit shall be used and occupied solely for residential purposes.

Section 3.6 *Limited Common Elements*. Notwithstanding any other provision of this Declaration, Limited Common Elements appurtenant to any one Unit shall include all exterior doors (including front, back, garage and screen doors), windows, solar panels, patio concrete, front porch concrete, back yards and side yards appurtenant to, immediately adjacent to or benefiting only that Unit.

ARTICLE 4

MEMBERSHIP AND VOTING RIGHTS; ASSOCIATION OPERATIONS

Section 4.1 *The Association*. Every Owner of a Unit shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit.

Section 4.2 *Transfer of Membership*. An Owner shall not transfer, pledge or alienate his membership in the Association in any way, except upon the sale or encumbrance of his Unit and then only to the purchaser or Mortgagee of his Unit. The Association shall not create a right of first refusal on any Unit and Unit Owners may transfer ownership of their Units free from any such right.

Section 4.3 *Membership*. The Association shall have one (1) class of membership consisting of all Owners, including the Declarant so long as Declarant continues to own an interest in a Unit. Except as otherwise provided for in this Declaration, each Member shall be entitled to one vote on all Association matters as set forth in Section 2.2.2 above. Each Owner, including Declarant while Declarant owns any Unit, is subject to all the rights and duties assigned to Owners under the Association Documents.

Section 4.4 *Declarant Control*. The period of Declarant Control shall commence upon formation of the Association and shall terminate upon conveyance of both units to other owners, or 2 years following the sale of a unit to any owner other than the Declarant, whichever is sooner. Except as otherwise provided below in this Section 4.4, during the period of Declarant Control, Declarant shall be entitled to appoint and remove all members of the Association's Executive Board and officers of the Association. Notwithstanding the foregoing, not later than sixty days after conveyance of one of the units to unit owners other than a declarant, not less than one-third

(1/3) of the members of the executive board must be elected by unit owners other than the declarant.

Section 4.5 *Books and Records.* The Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and to Mortgagees, current copies of the Association Documents and the books, records and financial statements of the Association prepared pursuant to the Bylaws. The Association may charge a reasonable fee for copying such materials.

Section 4.6 *Manager.* The Association may but is not required to employ or contract for the services of a Manager to whom the Executive Board may delegate certain powers, functions or duties of the Association, as provided in the Bylaws of the Association. The Manager shall not have the authority to make expenditures except upon prior approval and direction by the Executive Board.

Section 4.7 *Rights of Action.* The Association on behalf of itself and any aggrieved Unit Owner shall be granted a right of action against any and all Unit Owners for failure to comply with the provisions of the Association Documents, or with decisions of the Executive Board made pursuant to authority granted to the Association in the Association Documents. The Unit Owners shall have a right of action against the Association for failure to comply with the provisions of the Association Documents, or with decisions of the Executive Board made pursuant to authority granted to the Association in the Association Documents. In any action covered by this section, the Association or any Unit Owner shall have the right but not the obligation to enforce the Association Documents by any proceeding at law or in equity, or as set forth in the Association Documents, or by mediation or binding arbitration if the parties so agree. The prevailing party in any arbitration or judicial relief shall be entitled to reimbursement from the non-prevailing party or parties, for all reasonable costs and expenses, including attorneys' fees in connection with such arbitration or judicial relief. Failure by the Association or by any Owner to enforce compliance with any provision of the Association Documents shall not be deemed a waiver of the right to enforce any provision thereafter.

Section 4.8 *Implied Rights and Obligations.* The Association may exercise any right or privilege expressly granted to the Association in the Association Documents by the Act and by the Colorado Nonprofit Corporation Act.

Section 4.9 *Notice.* Any notice to an Owner of matters affecting the Project by the Association or by another Owner shall be sufficiently given if in writing and delivered personally, by courier or private service delivery, or the third business day after deposit in the mails for registered or certified mail, return receipt requested, at the address of record for real property tax assessment notices with respect to that Owner's Unit.

ARTICLE 5
POWERS, COMPOSITION, APPOINTMENT OF AND MANNER OF ACTING BY
THE EXECUTIVE BOARD OF THE ASSOCIATION

5.1 *Powers* - Except as provided in the By-laws and the Act, the Executive Board may act in all instances on behalf of the Association, to:

5.1.1 Adopt and amend bylaws and rules and regulations;

5.1.2 Adopt and amend budgets for revenues, expenditures and reserves and collect Assessments;

5.1.3 Hire and terminate managing agents and other employees, agents and independent contractors;

5.1.4 Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Project;

5.1.5 Make contracts and incur liabilities;

5.1.6 Regulate the use, maintenance, repair, replacement and modification of Common Elements;

5.1.7 Cause additional improvements to be made as a part of the Common Elements;

5.1.8 Acquire, hold, encumber and convey in the name of the Association any right, title or interest to real or personal property, except that Common Elements may be conveyed or subjected to a security interest only if Members entitled to cast at least fifty-one percent (51%) of the votes agree to that action and if all Owners of Units to which any Limited Common Element is allocated agree in order to convey that Limited Common Element or subject it to a security interest;

5.1.9 Grant easements, leases, licenses and concessions through or over the Common Elements;

5.1.10 Impose and receive any payments, fees or charges for the use, rental or operation of the General Common Elements;

5.1.11 Impose charges for late payment of Assessments, recover reasonable attorney fees and other legal costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and after notice and opportunity to be heard, levy reasonable fines for violations of the Association Documents;

5.1.12 Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Assessments;

5.1.13 Provide for the indemnification of its officers and Executive Board and maintain directors' and officers' liability insurance;

5.1.14 Assign its right to future income, including the right to receive Assessments;

5.1.15 Exercise any other powers conferred by the Declaration or Association Bylaws;

5.1.16 Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association; and

5.1.17 Exercise any other powers necessary and proper for the governance and operation of the Association.

Section 5.2 *Composition, Appointment and Manner of Acting*

5.2.1 During the period of Declarant Control, the Board shall be composed and appointed as provided in Section 4.4 of this Declaration.

5.2.2 After the period of Declarant Control Ends, the unit owners shall elect an executive board of at least three members, at least a majority of whom must be unit owners other than the declarant or designated representatives of unit owners other than the declarant.

5.2.3 The Executive Board shall act by majority vote of those Executive Board members who are unit owners, or by majority vote.

ARTICLE 6 **MECHANIC'S LIENS**

Section 6.1 *No Liability.* If any Owner shall cause any material to be furnished to his Unit or any labor to be performed therein or thereon, no Owner of any other Unit shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done, and such Owner shall be solely responsible to contractors, laborers, materialmen and other persons furnishing labor or materials to his Unit.

Section 6.2 *Indemnification.* If, because of any act or omission of any Owner, any mechanic's or other lien or order for the payment of money shall be filed against the Common Elements or against any other Owner's Unit or an Owner or the Association (whether or not such

lien or order is valid or enforceable as such), the Owner whose act or omission forms the basis for such lien or order shall at his own cost and expense cause the same to be cancelled and discharged of record or bonded by a surety company reasonably acceptable to the Association, or to such other Owner or Owners, within twenty (20) days after the date of filing thereof, and further shall indemnify and save all the other Owners and the Association harmless from and against any and all costs, expenses, claims, losses or damages including, without limitation, reasonable attorneys' fees resulting therefrom.

Section 6.3 *Association Action.* Labor performed or materials furnished for the General Common Elements, if duly authorized by the Association in accordance with this Declaration or its Bylaws, shall be the basis for the filing of a lien pursuant to law against the Common Elements. Any such lien shall be limited to the General Common Elements and no lien may be effected against an individual Unit or Units, or Limited Common Elements appurtenant to any such Unit.

ARTICLE 7 **EASEMENTS**

Section 7.1 *Recorded Easements.* The Property shall be subject to all easements as shown on the Map, those of record, any mentioned in the Act (including easements for encroachment and for maintenance of any such encroachment), and otherwise as set forth in this Article and on the Map.

Section 7.2 *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 Units 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 Units 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 Units and to affix and maintain electrical and/or telephone wires, circuits and conduits 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.

Section 7.3 *Reservation of Easements, Exceptions and Exclusions.* Each Owner is hereby granted a perpetual non-exclusive right of ingress to and egress from the Owner's Unit over and across the General Common Elements and Limited Common Elements appurtenant to that Owner's Unit, which right shall be appurtenant to the Owner's Unit, 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 guest parking, storage and closure for repairs and maintenance.

Section 7.4 *Emergency Access Easement.* A general easement is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons to enter upon the Property in the proper performance of their duties.

Section 7.5 *Declarant Easement.* The Declarant is hereby granted an easement through the common elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations, whether arising under this article or created in this Declaration.

ARTICLE 8. **MAINTENANCE**

Section 8.1 *Maintenance by Owners.* Each Owner shall maintain and keep in repair the interior of his Unit, including the fixtures thereof to the extent current repair shall be necessary in order to avoid damaging other Unit Owners, and all (excluding the roofing elements) Limited Common Elements allocated to the Unit. All fixtures and equipment installed within the Unit commencing at a point where the utilities enter the Unit shall be maintained and kept in repair by the Owner of such Unit. An Owner shall do no act or work that will impair the structural soundness or integrity of the Common Elements or impair any easement. Each Owner shall be responsible for the maintenance of the interior non-supporting walls of his Unit, and the surface materials thereon such as plaster, drywall, paneling, wallpaper, paint, tile and carpeting of the perimeter walls, ceilings and floors within the Unit, including Unit doors and windows. Notwithstanding any other provision of this Declaration, each Unit owner shall also be responsible for maintenance and repair of all spaces and improvements mentioned at Article Two, Section 3.5.1D,E and F above.

Section 8.2 *Owner's Failure to Maintain or Repair.* In the event that a Unit (including the allocated Limited Common Element) is not properly maintained and repaired, and if the maintenance responsibility for the unmaintained portion of the Unit lies with the Owner of the Unit, or in the event that the Unit is damaged or destroyed by an event of casualty and the Owner does not take reasonable measures to diligently pursue the repair and reconstruction of those portions of the damaged or destroyed Unit for which the Owner is responsible to substantially the same condition in which they existed prior to the damage or destruction, then the Association, after notice to the Owner and with the approval of the Executive Board shall have the right to enter upon the Unit to perform such work as is reasonably required to restore the Unit to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Unit, upon demand. All unreimbursed costs shall be a lien upon the Unit until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid Assessment levied in accordance with Article 10 of this Declaration.

Section 8.3 *Maintenance by Association.*

Section 8.3.1 The Association shall be responsible for the maintenance and repair of the General Common Elements, which (unless necessitated by damage caused by the negligence, misuse or tortious act of a Unit Owner or Owner's Agent as set forth in Section 8.4 below), shall be the Common Expense of all Owners. This maintenance shall include, but shall not be limited to, upkeep, repair and replacement, subject to any insurance then in effect, of all landscaping, walls, gates, signage, irrigation systems, sidewalks, driveways and improvements, if any (which

shall include without limitation snow removal services unless performed by another private or public organization formed for such purposes), located in the General Common Elements. Specifically, this maintenance shall include:

A. Unless and until the Executive Board directs otherwise, the cost to continue employment of In Bloom Gardens to continue all landscape. Maintenance.

B. Maintenance of any fences separating any Limited Common Elements, including the those comprising the back yards of the two Units.

8.3.2 Notwithstanding any language to the contrary herein, if any damage or loss to landscaping elements or any other aspect of the common area are caused by the neglect or abuse of one owner, that owner shall be solely responsible for repairing or replacing the damaged or lost element in a timely manner.

Section 8.4 *Association Maintenance as Common Expense.* The cost of maintenance and repair by the Association shall be a Common Expense of all of the Owners, to be shared by each Unit Owner according to the Allocated Interests therefor. Damage to the interior or any part of a Unit resulting from the maintenance, repair, emergency repair or replacement of any of the Common Elements or as a result of emergency repairs within another Unit at the instance of the Association shall also be Common Expense of all of the Owners. However, if such damage is caused by negligent or tortious acts of a Unit Owner, members of the Unit Owner's family, or the Unit Owner's agent, employee, invitee, licensee or tenants (collectively "Owner's Agents"), then such Unit Owner shall be responsible and liable for all of such damage and the cost thereof, to the extent that Owner's Agent's negligence caused such damage, which must be timely paid.

Section 8.5 *Easement for Maintenance.* Each Owner and the Association shall have the irrevocable right, to be exercised by the Manager, the Executive Board or officers or employees of the Association, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom, or at any hour for making emergency repairs, maintenance or inspection therein necessary to prevent damage to the Common Elements or another Unit. In the event insurance proceeds under Article 9 are payable to an Owner but the maintenance responsibility of the area to which such proceeds relate is the Association's, the Association shall complete any such repair or replacement at the Owner's cost.

Section 8.6 *Association's Right to Grant Owner's Maintenance Area.* The Association reserves the right to grant the maintenance responsibility of certain areas on each Unit to the Unit Owner, and the Unit Owner is obligated to accept said maintenance responsibility, provided said assignment is done in a uniform and nondiscriminatory manner.

Section 8.7 *Limited Common Element Damage.* In the event of damage or destruction of a Limited Common Element from any cause other than the negligence or tortious acts of an Owner or Owner's Agent, the then Owners of the Units to which the Limited Common Element is attributable shall bear equally the expense to repair or rebuild the Limited Common Element to

its previous condition. The Owner shall bear the cost of such damage to the extent of such Owner's or Owner's Agent's negligence.

Section 8.8 *Association Power.* The Association shall have the right and power to prohibit storage or other activities deemed unsafe, unsightly, unreasonably noisy or otherwise offensive to the senses and perceptible from another Unit or the Common Elements. No Owner shall make any addition or other alteration to any portion of the Common Elements without the express consent of the Executive Board.

Section 8.9 Changes to General Common Elements.

8.9.1 The Association may modify, change alter, supplement or improve any of the Common Elements by vote of 51% or more of the Unit owners. Any such modifications, changes, alterations, supplementations or improvements shall be a Common Expense of the Association if certified in writing as such by all Unit Owners, and all such modifications, changes, alterations, supplementations or improvements shall be apportioned accordingly to the Unit owners pursuant to other provisions of this Declaration.

8.9.2 Any individual Unit owner may modify, change alter, supplement or improve any of the Common Elements at his/her sole expense if he has first obtained the written approval of the other Unit owner. All costs of any modifications, changes, alterations, supplementations or improvements not specifically certified as a Common Expense as provided in Section 8.9.1 shall be the sole responsibility of the Unit owner who effects them.

ARTICLE 9 **INSURANCE**

Section 9.1 *General Insurance Provisions.* The Association shall acquire and pay for, out of the assessments levied under Article 10 below, the following insurance policies carried with reputable insurance companies authorized to do business in Colorado:

9.1.1 *Hazard Insurance Coverage.* Insurance for fire, with extended coverage, vandalism, malicious mischief, all-risk, replacement cost, agreed amount, special condominium, building ordinance and inflation guard endorsements attached, in amounts determined by the Executive Board to represent not less than the full then current insurable replacement cost of the buildings located on the Property including all of the Common Elements, excluding all fixtures, decorated and finished surfaces of interior and perimeter walls, floors, and ceilings, doors, windows and other elements or materials comprising a part of the Units, and excluding any fixtures, equipment or other property within the Units and any betterments and improvements made by Unit Owners and building excavations and foundations. Maximum deductible amounts for such policy shall be the lesser of ten thousand dollars (\$10,000) or one percent (1%) of the policy face amount.

Such hazard insurance policy must be written by an insurance carrier that has (a) a "B" or

better general policyholder's rating or a "6" or better financial performance index rating in Best's Insurance Reports, or (b) an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's Insurance Reports -- International Edition.

9.1.2 *Comprehensive Liability.* Comprehensive general public liability and property damage insurance for the Project in such amounts as the Executive Board deems desirable 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 Unit Owners, and the agents and employees of the Unit 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.

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 Unit Owners. Each Unit Owner shall be an insured person under the policy with respect to liability arising out of such Unit 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 Unit which the Mortgage encumbers. The insurance company shall waive its rights of subrogation under the insurance policy against any Unit Owner or member of the Unit Owner's household. No act or omission by any Unit Owner, unless acting within the scope of such Unit 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 Unit 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, all fixtures, decorated and finished surfaces of interior and perimeter walls, floors, and ceilings, doors, windows and other elements or materials comprising a part of the Units and including any fixtures, equipment or other property within the Units, and any betterments and improvements made by Unit Owners and building excavations and foundations shall be the responsibility of the Owner of the Unit. All casualty and public liability insurance coverage for each Unit and the Limited Common Elements associated therewith and workman's compensation insurance covering work within each Unit or on the Limited Common Elements associated therewith shall be the responsibility of the Owner of the Unit.

Section 9.2 *Certificates of Insurance; Cancellation.* Certificates of insurance shall be issued to each Owner and Mortgagee upon request. All policies required to be carried under this Article 9 shall provide a standard non-contributory mortgagee clause in favor of each First Mortgagee of a Unit and shall provide that such policy cannot be cancelled by the insurance company without at least thirty (30) days prior written notice to each Owner and each First Mortgagee whose address is shown in the records maintained pursuant to the Association's documents. If the insurance described in this Article 9 is not reasonably available, or if any policy of such insurance is cancelled or not renewed without a replacement policy therefore

having been obtained, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Owners and to all First Mortgagees.

Section 9.3 *Insurance Proceeds.* Any loss covered by the property insurance policy described in Section 9.1 must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Owners and Mortgagees as their interests may appear. Subject to the provisions of Section 9.5 below, the proceeds must be disbursed first for the repair or restoration of the damaged property, and the Association, Owners and Mortgagees 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 or the regime created by this Declaration is terminated.

Section 9.4 *Insurer Obligation.* An insurer that has issued an insurance policy for the insurance described in Sections 9.1 and shall issue certificates or memoranda of insurance to the Association and, upon request, to any Owner or Mortgagee. Unless otherwise provided by statute, the insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association and to each Owner and Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last-known addresses, and to any servicer of a Mortgage for FNMA.

Section 9.5 *Repair and Replacement.* Any portion of the Common Elements for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

9.5.1 The common interest community created by this Declaration is terminated in which case the approval must first be obtained of fifty-one percent (51%) of First Mortgagees of Units subject to First Mortgages (which percentage is measured by votes allocated to such Units);

9.5.2 Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;

9.5.3 There is a vote not to rebuild by (a) fifty-one percent (51%) of the Owners entitled to vote and fifty-one percent (51%) of First Mortgagees of Units subject to First Mortgages (which percentage is measured by votes allocated to such Units); and (b) every Owner and First Mortgagee of a Unit or assigned Limited Common Element that will not be rebuilt; or

9.5.4 Prior to the conveyance of any Unit to a person other than Declarant, the Mortgagee holding a Mortgage on the damaged portion of the Common Elements rightfully demands all or a substantial part of the insurance proceeds.

The cost of repair or replacement of Common Elements in excess of insurance proceeds and

reserves is a Common Expense. If all the Common Elements are not repaired or replaced, the insurance proceeds attributable to the damaged Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the Project, and except to the extent that other persons will be distributees, the insurance proceeds must be distributed to all the Owners or Mortgagees, as their interests may appear in proportion to each Unit's Common Expenses Allocated Interests.

Section 9.6 *Common Expenses.* Premiums for insurance that the Association acquires and other expenses connected with acquiring such insurance are Common Expenses provided, however, that if the Association's fire and extended coverage insurance covers fixtures, equipment or other property within some but not all of the Units (as required by any Agency including FNMA or FHLMC), the Association reserves the right to charge the Owner of such Units for which the Association provides additional insurance coverage, an amount equal to the premium attributable to such additional insurance coverage.

Section 9.7 *Other Insurance.* The Association shall maintain flood insurance if any part of the Project is located within a Special Flood Hazard Area on a Flood Insurance Rate Map, equal to the lesser of one hundred percent (100%) of the insurable value of the Project or the maximum coverage available under the appropriate National Flood Insurance Program. The Association shall also maintain insurance to the extent reasonably available and in such amounts as the Executive Board may deem appropriate on behalf of Directors against any liability asserted against a Director or incurred by him in his capacity of or arising out of his status as a Director. The Executive Board may obtain insurance against such other risks of a similar or dissimilar nature as it shall deem appropriate with respect to the Association's responsibilities and duties or as requested by any Agency.

ARTICLE 10 **ASSESSMENTS**

Section 10.1 *Obligation.* Each Owner, including Declarant while an Owner of any Unit, is obligated to pay to the Association (1) the Annual Assessments; (2) Special Assessments, if any; and (3) Default Assessments.

Section 10.2 *Budget.* Within thirty (30) days after the adoption of any proposed budget for the Association, the Executive Board shall mail, by ordinary first-class mail, or otherwise deliver, including posting the proposed budget on the association's website, a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing or other delivery of the summary. Unless at that meeting a majority of all Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Executive Board. The Executive Board shall adopt a budget and submit the budget to a vote of the Owners as provided herein no less frequently than annually. The Executive Board shall levy and assess the Annual Assessments in accordance with the annual budget.

Section 10.3 *Initial Assessment.* The declarant shall determine the Initial Assessment based upon the estimated cash requirements needed to pay, from the date of the initial assessment until the end of the year in which such assessment is levied, those Common Expenses listed in Section 10.4. The date of the Initial Assessment shall be the date of closing on the sale of the first Unit transferred by Declarant to another owner. The Declarant shall deliver a copy of the Initial Assessment at closing on the first sale of a Unit. The Initial Assessment shall be due from each Unit owner within 30 days of the date of such closing.

Section 10.4 *Annual Assessments.* Following the Initial Assessment, annual Assessments made for Common Expenses shall be based upon the estimated cash requirements as the Executive Board shall from time to time determine to be paid by all of the Owners, subject to Section 10.2 above. Estimated Common Expenses shall include, but shall not be limited to, the cost of routine maintenance and operation of the Common Elements, expenses of management and insurance premiums for insurance coverage as deemed desirable or necessary by the Association, landscaping of the Property, care of grounds within the Common Elements, routine repairs, replacements and renovations within and of the Common Elements, wages, common water and utility charges for the Common Elements, if any, legal and accounting fees, management fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, payment of any default remaining from a previous assessment period, and the creation of a reasonable and adequate contingency or other reserve or surplus fund for insurance deductibles and general, routine maintenance, repairs and replacement of improvements within the Common Elements on a periodic basis, as needed. Until the Association approves an annual budget, the Annual Assessments shall be \$3000.00 per Unit.

Annual Assessments shall be payable in monthly installments on a prorated basis in advance and shall be due on the first day of each month for every Unit. The omission or failure of the Association to fix the Annual Assessments for any assessment period shall not be deemed a waiver, modification or release of the Owners from their obligation to pay the same. Until the Association approves an annual budget, the monthly installment for each Unit shall be \$250.00.

Section 10.5 *Apportionment of Annual Assessments.* The Common Expenses shall be allocated among the Units on the basis of the Allocated Interests for Common Expenses in effect on the date of assessment, provided, however, that the Association reserves the right to allocate all expenses relating to fewer than all of the Units (such as those expenses attributable to Limited Common Elements and insurance premiums described in Section 9.6) to the Owners of those affected Units only.

Section 10.6 *Special Assessments.* In addition to the Annual Assessments, the Association may levy 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 10.5 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, except that assessments for any extraordinary maintenance, repair or restoration work on fewer than all of the Units shall be borne by the Owners of those affected Units only, and any extraordinary insurance costs incurred as a result of the value of a particular Owner's Unit or the actions of a particular Owner (or his agents, servants, guests, tenants or invitees) 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 10.7 *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 Unit 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 10.8 *Effect of Nonpayment; Assessment Lien.* Any Assessment installment, whether pertaining to any Annual, Special or Default Assessment, which is not paid on or before its due date shall be delinquent. If an Assessment installment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

- (i) Assess a late charge for each delinquency in such amount as the Association deems appropriate;
- (ii) Assess an interest charge from the due date at the yearly rate of ten (10) percent, or such other lawful rate as the Executive Board may establish;
- (iii) Suspend the voting rights of the Owner during any period of delinquency;
- (iv) Suspend the rights of the Owner, and the Owner's family, guests, lessees and invitees, to use Common Element facilities during any period of delinquency;
- (v) Accelerate all remaining Assessment installments so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;
- (vi) Bring an action at law against any Owner personally obligated to pay the delinquent Assessments; and
- (vii) Proceed with foreclosure as set forth in more detail below.

Assessments chargeable to any Unit shall constitute a lien on such Unit. The Association may institute foreclosure proceedings against the defaulting Owner's Unit in the manner for

foreclosing a mortgage on real property under the laws of the State of Colorado. In the event of any such foreclosure, the Owner shall be liable for the amount of unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim and lien, and all reasonable attorney's fees incurred in connection with the enforcement of the lien. The Association shall have the power to bid on a Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

Section 10.9 *Personal Obligation.* Each Assessment against a Unit is the personal obligation of the person who owned the Unit at the time the Assessment became due and shall not pass to successors in title unless they agree to assume the obligation. No Owner may exempt himself from liability for the Assessment by abandonment of his Unit or by waiver of the use or enjoyment of all or any part of the Common Elements. Suit to recover a money judgment for unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, and all reasonable attorney's fees in connection therewith shall be maintainable without foreclosing or waiving the Assessment lien provided in this Declaration.

Section 10.10 *Payment by Mortgagee.* Any Mortgagee holding a lien on a Unit may pay any unpaid Assessment payable with respect to such Unit, 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 Unit for the amounts paid with the same priority as the lien of the Mortgage.

Section 10.11 *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, Mortgagee, prospective Mortgagee or prospective purchaser of a Unit shall be furnished with a written statement setting forth the amount of the unpaid Assessments, if any, with respect to such Unit. 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 Unit over the inquiring party's interest for unpaid Assessments which were due as of the date of the request.

Section 10.12 *Capitalization of the Association.* The Declarant shall establish an initial working capital fund equal to one-half (1/2) of the total estimated Annual Assessments for Common Expenses for each Unit, which amount shall be reimbursed to the Declarant upon the transfer of title to a Unit when that Unit's Owner makes the working capital contribution set forth in this section. The initial capital account shall be established on or before the conveyance of the first Unit by Declarant and Annual Assessments shall commence upon the conveyance of the first Unit by Declarant. Upon acquisition of record title to a Unit from Declarant or any seller after Declarant, each Owner shall contribute to the working capital and reserves of the Association an amount equal to one-half (1/2) of the Annual Assessment determined by the Executive Board for that Unit for the year in which the Owner acquired title. Such payments shall not be considered advance payments of Annual Assessments. The unused portion of the working capital deposit shall be returned to each Owner including Declarant upon the sale of his Unit, provided that the

new purchaser of the Unit has deposited the required working capital 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.

Section 10.13 *Maintenance Accounts; Accounting.* The Association shall maintain a bank account in the name of the Association for the maintenance of all assessments and other Association funds. Expenditure of funds from any Association bank account shall require the signature of both Unit Owners acting as members of the Executive Board, or of any person duly designated by the Executive Board as Manager. All Association bank accounts shall be viewable via internet access by all Unit owners. If the Association delegates powers of the Executive Board or its officers relating to collection, deposit, transfer or disbursement of Association funds to a Manager, then such Manager must (a) maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the other person or manager, (b) maintain all reserve and working capital accounts of the Association separate from the operational accounts of the Association, and (c) provide to the Association an annual accounting and financial statement of Association funds prepared by the manager, a public accountant or a certified public accountant.

Section 10.14 *Audit.* Upon request pursuant to subsection 10.12.1 of this Section as applicable, the books and records of the association shall be subject to an audit, using generally accepted auditing standards, or a review, using statements on standards for accounting and review services, by an independent and qualified person selected by the board. Such person need not be a certified public accountant except in the case of an audit. A person selected to conduct a review shall have at least a basic understanding of the principles of accounting as a result of prior business experience, education above the high school level, or bona fide home study. The audit or review report shall cover the association's financial statements, which shall be prepared using generally accepted accounting principles or the cash or tax basis of accounting.

Section 10.14.1 An audit shall be required under this Section only when both of the following conditions are met:

- A. The Association has annual revenues or expenditures of at least two hundred fifty thousand dollars; and
- B. An audit is requested by the owners of at least one-third of the Units represented by the association.

Section 10.14.2 A review shall be required under this paragraph (b) only when requested by the owners of at least one-third of the Units represented by the association.

Section 10.14.3 Copies of an audit or review under this paragraph (b) shall be made available upon request to any Unit owner beginning no later than thirty days after its completion.

ARTICLE 11

DAMAGE OR DESTRUCTION

Section 11.1 *The Role of the Executive Board.* Except as provided in Section 9.5, in the event of damage to or destruction of all or part of any Common Elements improvement, or other property covered by insurance written in the name of the Association under Article 9, the Executive Board shall arrange for and supervise the prompt repair and restoration of the damaged property (the property insured by the Association pursuant to Article 9 is sometimes referred to as the “Association-Insured Property”).

Section 11.2 *Estimate of Damages or Destruction.* As soon as practicable after an event causing damage to or destruction of any part of the Association-Insured Property, the Executive Board shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction. “Repair and reconstruction” as used in this Article shall mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction. Such costs may also include professional fees and premiums for such bonds as the Executive Board or the Insurance Trustee, if any, determines to be necessary.

Section 11.3 *Repair and Reconstruction.* As soon as practical after the damage occurs and any required estimates have been obtained, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Association-Insured Property. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction of any damage to the Association-Insured Property, and no consent or other action by any Owner shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

Section 11.4 *Funds for Repair and Reconstruction.* The proceeds received by the Association from any hazard insurance carried by the Association shall be used for the purpose of repair, replacement and reconstruction of the Association-Insured Property for the benefit of Owners and Mortgagees.

If the proceeds of the Association's insurance are insufficient to pay the estimated or actual cost of such repair, replacement or reconstruction, or if upon completion of such work the insurance proceeds for the payment of such work are insufficient, the Association may, pursuant to Section 10.5, if permitted under the Act, levy, assess and collect in advance from the Owners, without the necessity of a special vote of the Owners, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair, replacement or reconstruction.

Section 11.5 *Disbursement of Funds for Repair and Reconstruction.* The insurance proceeds held by the Association and the amounts received from the Special Assessments

provided for above, constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to the contributions each Owner made as Special Assessments, then in proportion to the relative value of each Unit which shall be based on the square footage of the Unit and in accordance with the Units' Percentage Share of Common Expenses, first to the Mortgagees and then to the Owners, as their interests appear.

ARTICLE 12.

APPOINTMENT OF ATTORNEY-IN-FACT

Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact for the purposes of purchasing and maintaining insurance pursuant to Article 9, including the collection and appropriate disposition of the proceeds thereof, the negotiation and settlement of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to purchase and maintain insurance as well as dealing with any improvements covered by insurance written in the name of the Association pursuant to Article 9 upon their damage or destruction as provided in Article 11, or a complete or partial taking as provided in Article 12, above. Acceptance by a grantee of a deed or other instrument of conveyance or any other instrument conveying any portion of the Property shall constitute appointment of the Association as the grantee's attorney-in-fact, and the Association shall have full authorization, right and power to make, execute and deliver any contract, assignment, deed, waiver or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted to the Association as attorney-in-fact.

ARTICLE 13

RESERVED DEVELOPMENT AND SPECIAL DECLARANT RIGHTS

The Declarant reserves no rights with respect to the Property or the Project.

ARTICLE 14

DESIGN REVIEW AND RESTRICTIONS ON USE

Section 14.1. *Use/Occupancy.* No Unit within CHC shall be used for any purpose other than allowed by local zoning codes and the Solar Ranch 1 and 2A HOA regulations. CHC are intended as residential Units only and no Unit shall be used for any purpose other than a residential dwelling unless allowed under local zoning codes for home occupations.

Section 14.2. *Leasing of a Unit.* Any Unit owner shall have the right to lease or allow occupancy of a Unit upon such terms and conditions as the Unit owner may deem advisable, except that all such leasing or occupancy of a Unit shall be subject to this declaration.

Section 14.3. *Maintenance and Use of Units.*

14.3.1 Each Unit owner is responsible for the maintenance, repair or replacement of the properties located within his/her Unit boundaries, all Limited Common Elements appurtenant to his/her Unit, and as otherwise stated herein as his/her sole responsibility. Each Unit at all times shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk boxes, containers, bottles, cans, implements, machinery, lumber or other building materials, or personal items other than vehicles as allowed herein shall be permitted to remain exposed upon or within any UnitUnit so that the same are visible from any neighboring UnitUnit or any street, except as necessary during any period of permissible construction.

14.3.2 Each Unit owner shall have the exclusive right to use and enjoyment of the Limited Common Elements appurtenant to his/her Unit. A Unit owner may change or modify Limited Common Elements appurtenant to his/her Unit only with approval of the entire Association.

Section 14.4 *Restrictions on Animals and Pets.* No animals or pets may be kept upon or within any Unit or upon the real estate except those which may be permitted by the codes of the Town of Ridgway, Colorado. No owner shall have more than two pets (defined as dogs and cats only) without the express written consent of the owner of the other Unit.

Section 14.5 *Restrictions on Exterior Improvements.* No improvement or change to the exterior of a building which includes a Unit or to any of the Common Elements or to any landscaping shall be constructed, erected, placed or installed within the Property unless complete plans and specifications thereof shall have been first submitted and approved by all UUnit owners and, if required by any declaration, covenant, restriction, rule or regulation promulgated by or for the benefit of SR 1&2 HOA, by SR 1&2 HOA also.

Section 14.6 *Nuisances.* No nuisances shall be permitted upon the real estate or within any Unit, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs any Unit owner or which may unreasonably interfere with the peaceful enjoyment or possession of the proper use of the Unit or a general common element, or any portion of the real estate. Further, no immoral, improper, offensive or unlawful use shall be permitted within any Unit or upon the real estate. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the real estate or any Unit thereof shall be observed.

Section 14.7 *Vehicular Parking, Storage and Repairs.* Neither owner shall park that owner's vehicles or other items on the other owner's side of the driveway, an owner's side being defined as that area on that owner's side of a dividing line of the property running straight from the firewall separating the two Units to the middle of the entry to the driveway from the street. Neither shall either owner block or hinder the other owner's access to his or her parking and garage.

Section 14.8 *No Annoying Lights, Sounds or Odors.* No light shall be emitted from any portion of the real estate or Unit thereof which is unreasonably bright or causes unreasonable glare, no sound or odor shall be emitted from any portion of the real estate or any Unit thereof which would reasonably be found by others to be noxious or offensive. Without limiting the generality of the foregoing, no exterior spotlights, searchlights, speakers, horns, whistles, bells or other light or sound devices shall be located or used on any portion of the real estate or any Unit thereof without the prior written approval of all Unit owners. All exterior lighting must also be in compliance with the regulations of the Town of Ridgway, CO.

Section 14.9 *No Hazardous Activities.* No activities shall be conducted on any portion of the real estate or any Unit thereof which is or might be unsafe or hazardous to any person, animal or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any portion of the real estate or any Unit thereof and no open fires shall be lighted or permitted upon any portion of the real estate or any Unit thereof except for fires built in fireplaces constructed within a Unit for such purpose. It is understood that gas outdoor barbeque grills are not considered hazardous and that their use is acceptable.

Section 14.10 *Compliance with Insurance Requirements.* Except as may be approved in writing by all Unit owners, nothing shall be done or kept on the real estate or within any Unit which may result in a material increase in the rates insurance or would result in the cancellation of any insurance maintained on the real estate and improvements.

Section 14.11 *No Unsightliness.* All unsightly conditions, structures, facilities, equipment, objects and conditions shall be enclosed with an approved structure.

Section 14.12 *No Restriction on Sale of Unit.* The right of Unit owners to sell, transfer or otherwise convey a Unit shall not be subject to any right of first refusal or similar restriction, and such Unit may be sold free of any such restrictions.

Section 14.13 *No restrictions on Mortgaging of a Unit.* There are no restrictions on the right of Unit owners to mortgage or otherwise encumber their Unit. There is no requirement for the use of a specific lending institution or particular type of lender.

Section 14.14 *No partition or Division.* No Unit may be further partitioned or divided and no Unit may be conveyed pursuant to a time-sharing arrangement.

ARTICLE 15

DURATION OF COVENANTS AND AMENDMENT

Section 15.1 *Term.* The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity, subject to the termination provisions of the Act.

Section 15.2 *Amendment.* This Declaration, or any provision of it, may be amended at any time by Owners holding not less than fifty-one percent (51%) of the votes possible to be cast under this Declaration at a meeting of the Owners called for that purpose.

Section 15.3 *Execution.* Any amendment must be executed by the President of the Association and recorded, and approval of such amendment may be shown by attaching a certificate of the Secretary of the Association to the recorded instrument certifying the approval of a sufficient number of Owners of the amendment.

Section 15.4 *Revocation.* This Declaration shall not be revoked nor shall the condominium regime created hereby be terminated (except as provided in Article 11 regarding total destruction and Article 12 regarding total condemnation), without the consent of all of the Owners evidenced by a written instrument duly recorded with the Clerk and Recorder for Ouray County, Colorado.

ARTICLE 16 **LIMIT ON TIMESHARING**

No Owner of any Unit shall offer or sell any interest in such Unit under a “timesharing” or “interval ownership” plan, or any similar plan.

ARTICLE 17 **GENERAL PROVISIONS**

Section 17.1 *Restriction on Declarant Powers.* Notwithstanding anything to the contrary herein, no rights or powers reserved to Declarant hereunder shall exceed the time limitations or permissible extent of such rights or powers as restricted under the Act. Any provision in this Declaration in conflict with the requirements of the Act shall not be deemed to invalidate such provision as a whole but shall be adjusted as is necessary to comply with the Act.

Section 17.2 *Enforcement.* Except as otherwise provided in this Declaration, the Executive Board, Declarant or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Executive Board of the Association, Declarant or by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter. In any action instituted or maintained under this section, the prevailing party in such action shall be entitled to recover such parties’ costs and reasonable attorney’s fees incurred pursuant thereto, as well as any and all other sums awarded by the Court. No failure of any Unit owner to enforce any covenant or restriction herein shall constitute or be deemed a waiver of the right to do so thereafter.

Section 17.3 *Severability.* Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 17.4 *Conflicts Between Documents.* In case of conflict between this Declaration and the Articles and the Bylaws of the Association, this Declaration shall control. In case of conflict between the Articles and the Bylaws, the Articles shall control.

Section 17.5 *Technical, Clerical, Typographical or Clarification Amendment by Declarant*. If Declarant shall determine that any amendments to this declaration or the condominium maps shall be necessary in order to make non-material changes, such as for the correction of a technical, clerical or typographical error or clarification of a statement, then, subject to the following sentence of this section, Declarants shall have the right and power to make and execute any such amendments without obtaining the approval of any Unit owners. Each such amendment of this declaration shall be made, if at all, by Declarants prior to the expiration of three years from the date this declaration is recorded.

Section 17.5 *Interpretation*. The provisions of this declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the development of the Units and of promoting and effectuating the fundamental concepts as set forth in the recitals of this declaration. This declaration shall be construed and governed under the laws of the State of Colorado.

Section 17.6 *Singular Includes the Plural*. Unless the context requires otherwise, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

Section 17.7 *Captions*. All captions and titles used in this declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in an paragraph, section or article hereof.

DECLARANT:

PAULA JAMES

DONALD JAMES ROGERS

COUNTY OF OURAY)
STATE OF COLORADO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019,
by **Paula James and Donald James Rogers.**

Witness my hand and official seal.

Notary Public

My commission expires: _____

[declaration draft 6]



INVOICE

Land Title Guarantee Company
5975 Greenwood Plaza Blvd Suite 125
Greenwood Village, CO 80111
970-626-3157

PAULA JAMES
PAULA JAMES
620 SABETA DRIVE
RIDGWAY, CO 81432-0872

Reference

Your Reference Number: TBD Commitment - 85005739
Our Order Number: OU-3357
Our Customer Number: 79115.1
Invoice Requested by: PAULA JAMES
Invoice (Process) Date: May 01, 2019
Transaction Invoiced By: Web Services
Email Address: system@ltgc.com

Invoice Number: OU-3357

Date: May 01, 2019

Order Number: 85005739

Property Address: 520 CHIPETA DR #A 520 CHIPETA DR #B RIDGWAY 81432

Parties: A Buyer To Be Determined

Invoice Charges

Service:	TBD Commitment	\$230.00
Ref:	85005739	
Addr:	520 CHIPETA DR #A 520 CHIPETA DR #B	
Party:	PAULA JAMES AND DON J. ROGERS	
Total Amount Invoiced:		\$230.00
Less Payment(s):		\$0.00
Balance Due:		\$230.00

Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1.
Please reference **Invoice Number OU-3357** on your Payment



**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: **GUR85005739**

Date: **05/01/2019**

Property Address: **520 CHIPETA DR #A 520 CHIPETA DR #B, RIDGWAY, CO 81432**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

For Title Assistance

Gunnison County Title Team
411 THIRD STREET
CRESTED BUTTE, CO 81224
(970) 626-7001 (Work)
(877) 375-5025 (Work Fax)
gcreponse@ltgc.com

Seller/Owner

PAULA JAMES

Delivered via: Electronic Mail



Land Title Guarantee Company Estimate of Title Fees

Order Number: **GUR85005739** Date: **05/01/2019**
Property Address: **520 CHIPETA DR #A 520 CHIPETA DR #B, RIDGWAY, CO 81432**
Parties: **A BUYER TO BE DETERMINED**
PAULA JAMES AND DON J. ROGERS

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 06/03/2013 under reception no. 210077](#)

Plat Map(s):

[Ouray county recorded 09/03/1991 under reception no. 149479](#)

[Ouray county recorded 02/29/1996 under reception no. 161333](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: GUR85005739

Property Address:

520 CHIPETA DR #A 520 CHIPETA DR #B, RIDGWAY, CO 81432

1. Effective Date:

04/11/2019 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment

\$0.00

Proposed Insured:

A BUYER 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:

PAULA JAMES AND DON J. ROGERS

5. The Land referred to in this Commitment is described as follows:

LOT 39, FILING NO. 1, SOLAR RANCHES, 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: GUR85005739

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: GUR85005739

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. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED FEBRUARY 27, 1903, IN BOOK 64 AT PAGE [56](#).
9. RESERVATION OF ONE-HALF OF ALL OIL, GAS AND MINERAL RIGHTS, RESERVED BY ROBERT LUNDGREN AND MABEL S. LUNDGREN IN DEED RECORDED JANUARY 18, 1962 IN BOOK 162 AT PAGE [231](#).
10. 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 PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF SOLAR RANCHES FILING NO. 1 RECORDED SEPTEMBER 4, 1991 IN BOOK 217 AT PAGE [695](#); AND DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF SOLAR RANCHES RECORDED JULY 21, 1993 IN BOOK 227 AT PAGE [222](#).

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: GUR85005739

11. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT ON THE PLAT OF FILING NO. 1 SOLAR RANCHES RECORDED SEPTEMBER 3, 1991 UNDER RECEPTION NO. [149479](#); AND AMENDMENT TO BUILDING RESTRICTIONS RECORDED FEBRUARY 29, 1996 UNDER RECEPTION NO. [161333](#).
12. TERMS, CONDITIONS AND PROVISIONS SET FORTH IN INSTRUMENT RECORDED OCTOBER 24, 2002 UNDER RECEPTION NO. [179059](#).
13. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 02-05 RECORDED AUGUST 14, 2017 AT RECEPTION NO. [219193](#).



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

Request: Minor Subdivision
Legal: Solar Ranches Filing 1, Lot 39
Address: 520 Chipeta Drive
Parcel #: 430516313039
Zone: Low Density Residential District (R)
Applicants: Paula James and Don Rogers
Owners: Paula James and Don Rogers
Initiated By: Shay Coburn, Town Planner
Date: May 28, 2019

BACKGROUND

This request is for a minor subdivision or condo plat for Lot 39 of the Solar Ranches Filing 1 Subdivision. The lot is a designated duplex lot and a duplex was built on this lot in 2014. The property is zoned residential.

The Applicants requested to subdivide the lot at the August 2013 Planning Commission; however, the application was never forwarded on to the Town Council.

Submitted with the Application for Public Hearing are the following:

1. Application for Hearing
2. Proof of ownership
3. Acknowledgement of Fees and Costs form
4. Plat Map
5. Condominium Declaration of Chipeta House Condominiums
6. Updated Title information



The property and public hearing have been noticed in compliance with the Town Municipal Code.

CODE PROVISIONS

RMC §7-4-8 Minor Subdivisions

(A) Subdivisions which meet all of the following criteria may be processed in accordance with the procedures outlined in this Subsection.

- (1) The subdivision results in no more than 2 tracts, lots or interests.*
- (2) All lots or tracts are adjacent to a dedicated, maintained and accepted public street.*
- (3) The improvements required by Subsection 7-4-6 of these regulations are already in existence and available to serve each lot.*
- (4) Each lot will meet requirements of the Town Zoning Regulations without the necessity for any variance and no variance has been granted within the 3 previous years.*

(5) No part of the subdivision has been approved as part of a minor subdivision within 3 years prior to the date of submission of the minor subdivision plat.

(6) A State Highway Access Permit has been obtained for any access to a State highway and Town driveway and access requirements will be met.

(7) The subdivision meets the Design Standards of these regulations.

(B) 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.

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

ANALYSIS

This application is for a minor subdivision to convert a duplex into two separate condominium units that can be owned individually. Existing duplexes for which condominiumization is requested are reviewed as Minor Subdivisions pursuant to RMC §7-4-8. This is a recommended approach insofar as the need for a detailed preliminary plat submittal is not needed to subdivide a platted and developed lot, and the utility infrastructure and site features are established.

Criteria for Minor Subdivision

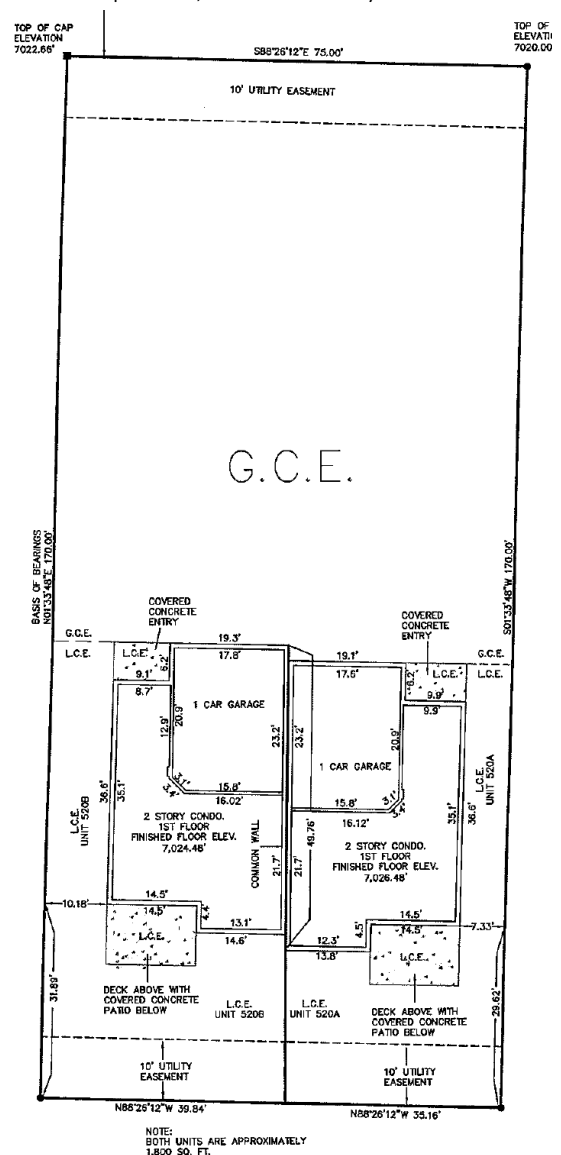
Criteria 1-2: The subdivision is not resulting in more than 2 lots and all lots are adjacent to a dedicated, maintained and accepted public street, Chipeta Drive.

Criteria 3: All utilities are in place and separate for each unit. Irrigation is also separate for each unit.

Criteria 4: No variance has been granted in past 3 years. Since these units will become condo units, no variances are needed with this application.

Criteria 5-6: No part of the subdivision has been part of a minor subdivision in the past 3 years and a State Highway Access Permit is not needed for this property.

Criteria 7: The design standards, RMC 7-4-7, have been met. Note that most of the items in this section of the code are not applicable due to the subject property being within an already approved PUD. This section requires certain plat notes, this is addressed in the Plat Map section just below. The design standards also addressed drainage. The property drains to the north and south. There is a perforated pipe that takes water from the northern roofs out across the driveway to the east side. A blanket utility and drainage easement should be added across all LCE and GCE for ease of access to utilities and the right to drain the roofs/property as it is established today.



Plat Map

The following edits will need to be made on the plat map:

- Add a vicinity sketch map.
- Add basis of bearing.
- Label units that the garage and structures belong to, similar to the labels on the LCEs.
- The solid line in the rear of the two units should be a long dashed line like the line that separates the GCE and LCE on the sides of the units. This line needs a dimension.
- Utilities (including at least water, sewer, gas, electric) need to be surveyed in on the plat map or provided as an as-built as part of this application.
- Staff suggests that the area currently labeled at GCE in the front of the units be converted, at least partially, to LCE. Preferably, the line between the units would extend as to split the GCE into two LCE. As drawn now, one owner could park their car in front of the other unit's garage. It would be clearer for the future owners to have the area in front of their garage, and the landscaping area that they are responsible for as LCE.
- The Certificate of Improvements is missing and needs to be added:
The undersigned, Town Manager of the Town of Ridgway, certifies that all required improvements are installed, available and adequate to serve each lot.
Date: _____
Town Manager: _____
- Add a blanket utility easement as noted under Criteria 7 above.
- The following plat notes are missing and need to be added:
 - "All outdoor lighting fixtures shall comply with Town of Ridgway regulations."
 - "The property platted herein, other than streets or other tracts dedicated to the Town, is subject to the *Condominium Declaration of Chipeta House Condominiums* as recorded in the Ouray County Records at Reception No. _____."
 - "The property platted hereby is subject to the plat notes as recorded in Filing No. 1 Solar Ranches as recorded in the Ouray County Records at Reception No. 149479 and the Declarations of Protective Covenants, Conditions and Restrictions of Solar Ranches Filing No. 1 as recorded in the Ouray County Records at Reception No. 149494 as may be amended from time to time."
 - "The property platted hereon is subject to the prior easements as shown hereon." Reference reception number where the easements are shown on north and south side of property.
 - "The maximum number of dwelling units allowed is two (2)."

Condominium Declaration of Chipeta House Condominiums

There is a note on the Filing No. 1 Solar Ranches plat map that states, "No lot in Filing No. 1 shall be resubdivided." Then in February 1996, the plat was amended to add a note stating,

Notwithstanding the restriction on further subdivision of the lots in Solar Ranches, Filing 1 and Filing 2A, multi-family dwelling units constructed on lots previously designated for such construction by the Town of Ridgway may, by condominium or similar declaration, be converted into an equal number of individually owned units providing for common-interest ownership of substantially all of the area outside of the principal building. The creation of such common-interest ownership arrangements on any lot shall be in accord with provisions of C.R.S. 38-33-101 et seq. and in accord with Town of Ridgway subdivision procedures.

This means that the subject lot could not be divide into two lots but can be divided into condo units. This is not ideal as there has to be some coordination between property owners but is the only way that units can be owned separately, besides amending the plat map to remove or revise the plat note. To address this coordination that will be needed among the two owners, the Applicant has submitted a draft Condominium Declaration of Chipeta House Condominiums; however, a revised document was submitted to Staff too late to be reviewed for this hearing so any approval will need to be conditions upon Town Attorney review and approval.

Excise Tax

Per RMC 3-4, excise tax is due for the two units before the document is recorded.

Building Code

It is important to note that with a duplex, certain building code provisions that address fire separation and penetrations apply. This duplex was built with fire separation between the units as shown in the Certificate of Occupancy below issued for both units.

<i>Certificate of Occupancy</i>	
TOWN OF RIDGWAY, OURAY COUNTY, COLORADO	
BUILDING DEPARTMENT	
This certificate is issued pursuant to the requirements of Section R110 of the International Residential Code, 2006 Edition, certifying that at the time of issuance this structure has been inspected, and the occupancy thereof is hereby authorized.	
Permit Number: 2013-027	Use: Residential
Owner:	Paula James and Don Rodgers
Mailing Address:	620 Sabeta Drive, Ridgway, Colorado 81432
Building Address:	520 Chipeta Dr., Units A & B, Ridgway, CO 81432, Ouray County
Comment:	Development is a duplex with fire separation between the units
By: <u>John Hatfield</u>	Date: June 11, 2015

Solar Ranches PUD

This subdivision involves a minor modification of a planned unit development. The modification is consistent with the efficient development and preservation of the entire planned unit development and does not affect in a substantially adverse manner either the enjoyment of land within the planned development or the public interest, and is not granted to confer a special benefit upon any person. The density or number of units within Solar Ranches is not affected by this subdivision as two 'single family equivalents' were previously approved for this lot per Town Resolutions 02-05 and 02-10.

STAFF RECOMMENDATION

The duplex on the subject property was built by-right a handful of years ago. This minor subdivision or condominium plat will do little to change what is on the ground today. Due to all of the criteria being met, staff recommends approval of this application for a Minor Subdivision to be forwarded on to Town Council with the following conditions to be completed before the Town Council hearing:

1. All edits listed for the plat map in this staff report.
2. Town Attorney reviews the application and any edits requested are completed.



From Chipeta Drive looking south

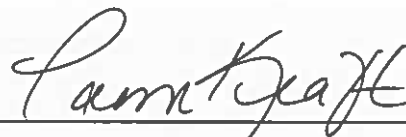
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN the Ridgway Town Council will hold a public hearing at the Ridgway Community Center, 201 N. Railroad Street, Ridgway, Colorado, on Wednesday, June 12, 2019 at 5:30 p.m., to consider the following:

Adoption of the Ridgway Master Plan

All persons interested in the aforementioned may appear before the Council either in person or represented by counsel, and present testimony, or may submit written correspondence to the Town Clerk, PO Box 10, Ridgway, Colorado 81432 or pkraft@town.ridgway.co.us

DATED: May 9, 2019

A handwritten signature in cursive script, reading "Pam Kraft", written over a horizontal line.

Pam Kraft, MMC, Town Clerk



TOWN HALL PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432 | 970.626.5308 | www.town.ridgway.co.us

To: Ridgway Town Council
From: Jen Coates, Town Manager; Shay Coburn, Town Planner; Diedra Silbert, Community Initiatives Facilitator
Date: June 5, 2019
RE: Master Plan Adoption

As a result of the public hearing on Tuesday, May 28, 2019 the Planning Commission approved the Master Plan Adoption Draft dated April 2019 along with the edits listed in a memo to the Commission dated May 24, 2019. The Commission has recommended that the Town Council also approve the Master Plan. Attached is the memo to the Commission, the Master Plan Adoption Draft, and the presentation made to the Commission on April 30, 2019 and to the Town Council on May 8, 2019.



To: Ridgway Planning Commission
From: Jen Coates, Town Manager; Shay Coburn, Town Planner; Diedra Silber, Community Initiatives Facilitator
Date: May 24, 2019
RE: Edits to be made to the Master Plan Adoption Draft 4.30.19

Administrative Edits

- Page ii – 2nd item under appendices should be September 2018, not 2019.
- Page 5 – Parts of Plan section, add periods or delete periods on graphic for consistency.
- Page 24 – Ecological patches note is cut off, add back in. Also, after Important Wildlife Habitat – do not capitalize any animal names, just the word “Canada.”
- Page 60 – ‘Parks & Natural Lands’ heading does not match wording of the corresponding legend item on the Future Land Use map, edit for consistency.
- Page 62-62 – Future Land Use Map, remove Uncompahgre River Overlay District to avoid confusion with this being a zoning map and add back River Buffer Area from 2011 Future Land Use Map.

Plan Amendments (page 6) – blue text shows proposed edits

Over time, amendments to the Master Plan may will be necessary in order to maintain the document’s relevance and viability as a planning and decision-making tool. Any amendment to the Plan will include a public process to uphold the tremendous effort put into this Plan and the overall vision while also allowing for the Plan to evolve over time. Targeted text amendments and/or map revisions may be requested by the Town Council, Planning Commission, Town staff, or the public.

Amendments to the Master Plan may be considered based on community desires to shape a positive future for Ridgway, for example, when adjustments to a policy or goal are needed in order to make the Master Plan more relevant to the needs of the community or to correct a policy or goal that is not working as intended. When considering an amendment to the Master Plan, the Planning Commission and Town Council should consider the following criteria to objectively measure the request:

- The proposed amendment is consistent with the overall intent in substantial conformity of the Master Plan;
- Strict adherence to a current goal or policy of the Master Plan would result in a situation neither intended by nor in keeping with the vision and values or other goals and policies of the Plan;
- The proposed amendment will not have an undesirable effect on adjacent properties;
- The proposed amendment is compatible with the surrounding area (when amending the Future Land Use Map or Plan) and/or the vision, goals, and policies of the Master Plan;
- The proposed amendment will have minimal effect on public services and facilities and current or planned service provision; and
- The proposed amendment is not adverse to the public health, safety, and general welfare of the Town.

Administrative updates, such as outdated partner names, will not require an amendment. In addition, there will be some natural attrition during the life of this Plan where goals or policies may become less relevant; when there are many, this may indicate that it is time to update the Plan, as described below.



TOWN OF RIDGWAY MASTER PLAN

ADOPTION DRAFT
APRIL 2019



TOWN OF RIDGWAY

PO Box 10 | 201 N. Railroad Street
Ridgway, Colorado 81432

ACKNOWLEDGEMENTS

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Special Thanks

Evan Weissman with Warm Cookies of the Revolution for assistance with planning and facilitating the September 27, 2018 community event.

Adrian Molina (Molina Speaks) for live-scribing poems (featured in the Master Plan) summarizing his experiences meeting with residents and students of Ridgway (*In the City's Master Plan: Ridgway's Kings and Queens*) and the comments made during the September 27, 2018 community event (*The Beautiful Finale*).

The community of Ridgway and all who participated in the Master Plan update process!

Photo Credits:

All photos provided by the Town of Ridgway, Clarion Associates, or Ridgway Master Plan Steering Committee members, unless otherwise noted.

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In the City's Master Plan: Ridgway's Kings and Queens

a live-scribe poem by Adrian H Molina (From the September 27, 2018 Master Plan Community Event)

In the City's Master Plan the 2nd and 5th graders are equal parts futurist and historian, and they are as important as the elders, who are as important as the mayor.

Speaking of, could you imagine an evolving 21st century town where the mayor had time to chat with you for an hour under century-old trees in the middle of the park? You might get the feeling, in-between rusting landmarks, a railroad museum, the Rocky Mountains, Sneffels and Uncompahgre Peaks, new school eateries and old school mentalities, a river that contains the town's soul, paved and dirt roads—you get the sense you could be a man or a woman, a sprouting seed or a weathered weed, an artist, a rancher, a construction worker, plant lover, descendant of miners, futurist or old timer, a chef, a designer, a ruffneck, a city councilwoman, a cowboy or an indian—and Mayor John would give you the same time of day.

A moment when the winds could carry pollen from what all the diverging folk may have to say—an opportunity when other towns are dying, to see a future where the children of today's children may want to stick around and play.

The children want:
a bigger skatepark,
preservation of their river,
more flowers and fewer “smoke shops,”
animal rights,
a program for the disabled,
ski benches,
books and music shops like in Denver
(“but not like Denver, like Ridgway!”),
less drugs,
more play,
a Starbucks,
a gymnasium,
a Gucci store,
a mall, another market—
but all agreed, NO MORE BUILDINGS!
(I wondered if the adults might find all of this familiar.)

A fifth grade surfer wants a “wave maker thing” for the river like they have out in California
(“but not like California, like Ridgway!”).
Another wants a dog park, a JC Penney's, and a football field, but none of this should attract more people!

And for all these many ideas the number of cheers to jeers was equal.

The second graders want to be artists, musicians, builders, and believers who may one day play in the beloved summer concert series and they themselves get paid. One with bright ideas wants a Ridgway Pride Parade!

As I walked through the town's history, the old baseball diamond told me it was a field of dreams that somebody had memory of. The fence falling down, the dandelions and weeds had claimed patches of grass, the earth underneath holding the mass of laughter, grit, and “simpler times.”

At the edges of change there were rhymes in the alleys like the poems in the leaves, the shifting dreamscapes that had brought the world's photographers to see what is just an everyday thing to you and me—Beauty.

But the baker can't live here (she lives in Montrose). She can't afford the rent, even though she feeds dozens daily and delights them with her craft. Why is it that even in a place so beautiful where the land demands sustainability, we humans can't seem to do the most basic math?

Could it be true that it was neither the miner's nor the rancher's ill intents, nor the fault of the laborers or the immigrants or the city government... but the bigger forces and structures that got in the way of possibility... even though everyone could imagine living in an affordable, gorgeous, vibrant, historic and future forward town-city, where the trees and the Fourteeners remained the kings, and the wildflowers and fall leaves still presided as queens over the wonder and awe of all living beings?
(Look around.)

What was truly possible on that warm late-September evening when the village revealed its dreams?





PART I

INTRODUCTION

In June 2018, the Town of Ridgway initiated a community-wide process to update the Town's Master Plan. Key objectives for the process were to: confirm and refine the community's vision and values; consolidate and update the many standalone Master Plan elements under the umbrella of a single, comprehensive plan; develop new goals and strategies to help address pressing community issues, such as affordable and workforce housing; and to ensure the Town of Ridgway is well-positioned to manage growth and development over the next ten to twenty years.

This chapter provides an overview of the process, community input, and influencing factors that helped inform this updated Master Plan.

ABOUT RIDGWAY

History of Ridgway

Prior to the arrival of Anglo-American settlers, the area which now includes Ridgway served as part of the homeland of the Tabeguache (or Uncompahgre) band of the Ute people. According to tribal history, the Ute people lived in this area since the beginning of time. Never forming permanent settlements, the Tabeguache Utes travelled seasonally across their large territory hunting and gathering food. Local hot springs were special places to the Utes. Following the 1848 Mexican-American War, the United States took possession from Mexico of the land that became Colorado. Initially, the U.S. government did not seek to remove the Ute bands from their accustomed areas, as officials considered much of Colorado unsuitable for settlement. However, this changed with the discovery of gold and silver.

As miners moved west across Colorado, demands for land and resources grew among the settlers and within the U.S. government. Chief Ouray strove to keep the peace between his band and the U.S. government. However, a series of treaties with the Ute bands created reservations that shrank in size with each subsequent treaty, allowing the U.S. to take advantage of the area's natural resources. By 1880, a delegation of Utes led by Chief Ouray traveled to Washington, D.C. to sign yet another treaty with the federal government. Per its terms, the Tabeguache Utes would be removed from their lands and relocated near Grand Junction. However, after Chief Ouray's death, the Utes were forcibly relocated to the Uintah and Ouray Reservations in present day Utah. By 1881, all Utes living in the Uncompahgre Valley had been forcibly removed by the U.S. Army.

In 1889, the Rio Grande Southern Railroad was incorporated to provide rail service to the mines in present day Ouray, Telluride, Rico and Durango. The railroad company, looking to develop a new town as a headquarters and hub for the growing ranching community, laid out what was to become the Town of Ridgway in 1890. One year later Ridgway was formally established and named after one of the railroad company's founders, Robert M. Ridgway.

Ridgway experienced many challenges over the following decades: the collapse of the silver market in 1893, two catastrophic fires, the Great Depression, two world wars, the demise of the Rio Grande Southern Railroad in the 1950s, and a controversial plan by the U.S. Bureau of Reclamation to construct a large dam and reservoir that would have inundated the town site. Undaunted, citizens always managed to survive and rebuild, earning Ridgway the reputation as "the town that would not die."

Construction of a new state highway between Ridgway and Telluride in the 1960s turned the Town into a gateway to the San Juan Mountains. The filming of two prominent Hollywood productions, *How the West was Won* (1962) and *True Grit* (1969) brought recognition to the community. Perhaps most importantly, the decision to relocate the planned reservoir to the north of Ridgway spared the community from inundation and prompted a resurgence of growth beginning in the late 1970s. Drawn by a combination of great location, good schools, public amenities, and exhilarating outdoor-oriented lifestyle, the Town started to grow at a steady pace in the 1990s, surpassing for the first time its population of a century earlier.

Today Ridgway is an authentic, friendly, western Colorado small town, with beautiful parks, well-utilized library, railroad museum and ranching museum, excellent restaurants and local businesses, and fantastic views. Whether you are an outdoor enthusiast, a "foodie," history buff or art lover, Ridgway, Colorado has it all.

Major Trends & Key Issues

A number of trends and key issues facing the Town of Ridgway were identified through the process to update the Town's Master Plan. These figured heavily into conversations held with the community, and the resulting policy guidance provided in this Master Plan. Based on current conditions during 2018, it is anticipated that these issues will continue to affect the Town of Ridgway over the next ten to twenty years in some way or another.

Future Local and Regional Growth

While development activity in Ridgway is down from where it was prior to the Great Recession, the town and the larger region are expected to grow over the next 30 years. Based on past growth and projections for future growth, it is estimated that Ridgway will add between 150 and 700 new residents between 2016 and 2050. The timing and rate of growth in Ridgway will continue to be influenced by many factors. The State of Colorado forecasts that the population of Montrose County, San Miguel County, and Ouray County will nearly double in size over that same period. While most of this growth is projected to occur in neighboring Montrose and San Miguel Counties, regional growth will impact Ridgway's transportation system, housing market, and overall economy.

Both the Town of Ridgway and the City of Ouray have intergovernmental agreements (IGAs) with Ouray County to focus growth in the municipalities. Unlike Ridgway, the City of Ouray's growth potential is limited by topographic constraints. Despite the Town's potential for growth, most undeveloped areas are not served with the infrastructure and services (such as water and sewer) needed to support new growth, and the Town's current water and wastewater facilities will need to be expanded in the near-term before additional growth can occur. Despite these limitations, growth is likely to continue over the next 20 years and has the potential to change the character of Ridgway if not carefully managed.

Increasingly Expensive Housing Market

Ridgway's housing market is shifting, and has become increasingly expensive due to the improving economy and high desirability of the community. The median home sales price in Ridgway is double that of Montrose, and rental prices are beginning to resemble high-cost markets like nearby Telluride. One in five lower income renters and one in ten homeowners struggle with housing costs. While the community is made-up primarily of permanent residents, continued price increases could adversely affect Ridgway's socioeconomic diversity. Anecdotally, employers cite housing costs and a general lack of supply of for-sale and rental housing as barriers to their ability to attract and retain employees.

The Town has worked in coordination with Ouray County and the City of Ouray to explore a range of strategies to address the region's housing challenges. The Town has also taken steps on its own to expand housing options in Ridgway through its accessory dwelling unit program and its efforts to realize the Space to Create project, a long-term affordable workforce housing project that is a joint partnership between the Town, the State of Colorado, and a non-profit developer. Additional policies related to housing are provided in the Master Plan to guide the Town as it continues to address this issue.

Local and Regional Economic Trends

Over half of jobs in Ouray County are in industries related to tourism. These industries also play a large role in Ridgway's economy, accounting for over a quarter of all jobs. This trend exacerbates the community's housing challenges, as tourism-related industries typically pay lower wages, are more susceptible to economic downturns, and tend to attract a more transient workforce. As a result of a number of recent public and private investments in the heart of Downtown Ridgway, sales tax revenues collected by the Town have nearly doubled since 2009. As an additional economic development strategy, the Town of Ridgway became a State-Certified Creative District in 2013, and a Designated Main Street community. Through these programs, the Town has access to a range of financial and technical resources from the State of Colorado. In order to best leverage these resources, the Town has prioritized local funding to hire a staff member who works closely with creative individuals and creative entrepreneurs, economic development organizations, and other local and regional partners to help enhance Ridgway's economic and civic capital.

However, Ridgway residents voiced a strong desire to see the local economy become more diverse and less dependent on tourism and the seasonal fluctuations such a reliance creates.

Refer to the Community Profile included in Appendix A for more background on these and other trends and statistics considered during the Master Plan process.

ABOUT THE MASTER PLAN

Role of the Plan

The Town of Ridgway Master Plan (“the Plan”) is an officially adopted advisory document that outlines the community’s vision and goals for the next ten to twenty years, and beyond. The Plan is comprehensive in nature—addressing issues related to land use, growth and development, community character, historic preservation, economic development and tourism, parks and open space, and other topics of importance to the community. The Plan establishes goals, policies, and actions to help achieve the community’s vision. It also provides a blueprint for future growth within the Town of Ridgway and its defined boundaries that is implemented through the Town’s zoning and subdivision regulations and other regulatory tools. Achieving the vision and goals outlined in the Plan will not occur overnight; rather, the Plan will be implemented incrementally over time through day-to-day decision-making, and through the specific actions outlined in Part V.

Legislative Authority

The Town of Ridgway is authorized to develop a community master plan (comprehensive plan) in accordance with Sections 31-23-206 through 209 of the Colorado Revised Statutes (C.R.S.) which refer to the development, modification, and approval procedures for such a plan.

Master Plan Elements

Most communities revisit and update their comprehensive plan every five to seven years to ensure that it continues to meet the community’s vision and goals for the future. The first Town of Ridgway Master Plan was adopted in 1999. Over time, the 1999 plan was replaced by a series of standalone Master Plan elements:

- Parks, Trails, Open Spaces and Facilities Plan (2012)
- Land Use Plan Update (2011)

- Community Outreach and Public Participation Plan (2011)
- Integrated Weed Management and Native Plant Restoration Plan (2011)
- Lighting Plan (2010)
- Prescriptive Energy Code and Green Building Standards (2010)
- Transportation Plan (2007)
- Northwest Area Master Plan Element (2007)

This Master Plan establishes a consolidated policy framework that incorporates key policy recommendations from, and supersedes, all previously adopted Master Plan elements and maps.

Related Plans and Studies

In addition to the Master Plan elements listed above, the following related plans and studies were used to help inform the goals and policies contained in this Master Plan:

- Town of Ridgway Strategic Plan (2018)
- Ridgway/Ouray Housing Action Plan (2009, and 2017 working document)
- Ridgway Market Study and Opportunity Assessment (2017)
- Community Forest Management Plan (2016)
- Ridgway Main Street & Creative District Signage and Wayfinding Plan (2015)
- Green Street Park Plan (2015)
- Annexation Policy (2014)
- Ridgway Creative District Strategic Plan (2013)
- Ouray County Multi-Hazard Mitigation Plan (2013)
- Ridgway Main Street Downtown Assessment (2012)
- Town of Ridgway Source Water Protection Plan (2012)

- “Bottom –Up” Ouray County Economic Development Summary (2011)
- Regional Housing Needs Assessment (2011)
- Ouray County Housing Needs Assessment (2008)
- Ridgway Parking Assessment Report (2018)

While the overarching recommendations contained in these plans are reflected in this Master Plan, some contain additional background information and/or technical information that should be referenced as the recommendations of this Master Plan are carried out.

Parts of the Plan

In addition to this introductory chapter, the Master Plan contains the following parts.

PART II: COMMUNITY VISION & VALUES

- Describes what we value about Ridgway today and the type of community we'd like to create in the future

PART III: GOALS & POLICIES

- Provides guidance to ensure day-to-day decision-making and other actions taken by the Town Council, the Planning Commission, and Town staff help support and advance the goals of the Master Plan

PART IV: GROWTH FRAMEWORK

- Provides guidance on how and where different types of development and land uses will be allowed within the Town of Ridgway and its defined growth boundaries.
- Establishes policies to guide future annexations.

PART V: ACTION PLAN

- Outlines specific strategies or actions that the Town and its partners will take to implement the Master Plan over time.

APPENDICES

- A: Community Profile (contains data and trends information used to help inform the Master Plan)
- B: Community engagement summaries

Plan Amendments

Over time, amendments to the Master Plan will be necessary in order to maintain the document's relevance and viability as a planning and decision-making tool.

Amendments to the Master Plan may be considered when adjustments to a policy or goal are needed in order to make the Master Plan more relevant to the needs of the community or to correct a policy or goal that is not working as intended. When considering an amendment to the Master Plan, the Planning Commission and Town Council should consider the following criteria:

- The proposed amendment is in substantial conformity of the Master Plan;
- Strict adherence to a current goal or policy of the Master Plan would result in a situation neither intended by nor in keeping with the vision and values or other goals and policies of the Plan;
- The proposed amendment will not have an undesirable effect on adjacent properties;
- The proposed amendment will have minimal effect on public services and facilities and current or planned service provision; and
- The proposed amendment is not adverse to the public health, safety, and general welfare of the Town.

Plan Updates

Town staff should evaluate whether an update to the Master Plan is needed about every five years. Major updates may be triggered by the need to:

- Update key data points and re-evaluate trends related to demographics, housing, economic development, growth and development activity, and other important factors;
- Affirm the Master Plan's vision, values, goals, and policies in total or regarding a particular topic or issue; and/or
- Re-evaluate the prioritization of implementation actions contained in the Action Plan.

Any update to the Master Plan should include opportunities for involvement by the public, Town staff, elected and appointed officials, and other relevant or affected stakeholders. Depending on the amount of time that has passed since adoption of this Master Plan or any subsequent updates, the community profile or key data in the community profile should be made current as part of the update.

ABOUT THE PROCESS

Steering Committee

A steering committee made up of 15 residents was formed to serve as a “sounding-board” for Town staff and the project team throughout the update process. The committee met on a regular basis to review interim work products and provide a citizen perspective on drafts, helped guide the community engagement process, engaged in thoughtful and thorough discussion of issues and opportunities facing Ridgway, and served as “ambassadors” of the Master Plan.

Community Engagement

The Town of Ridgway has a history of strong citizen engagement and participation. The Master Plan update process included both formal and informal opportunities for the Ridgway community to participate and to provide feedback. Input opportunities were expressly designed to build community awareness about the Master Plan process and to seek input from a wide array of stakeholder groups. Key milestones in the community engagement process included:

- June 2018 - Focus Groups:** A series of focus groups were held with residents, business owners, partner agencies and organizations, and other local and regional stakeholders to explore specific issues and opportunities to be addressed as part of the Master Plan update. Focus group topics included: business/economic development; ranching/heritage; local governments and regional entities; parks, environment, and recreation; arts and culture/creative community; youth; and housing. Issues and opportunities were also explored with Town Council, the Planning Commission, and the Master Plan Steering Committee as part of these initial kick-off meetings.
- July-September 2018 – Master Plan Booth/Activities at Community Events:** Town staff and Steering Committee members attended popular community events to raise awareness





of the process and initial community survey, answer questions, and informally engage the community. Visitors to the Master Plan booth were asked to participate in a photo voice exercise that was used to capture what people love most about Ridgway and what they would add or transform.

- Summer 2018 – Community Survey:** An initial community survey was used to explore how well the Master Plan's current vision, values, and goals aligned with the community's vision for the future. The survey asked residents to share what they love most about Ridgway, as well as their hopes and fears for the future. More than 660 people participated.
- September 2018 – Creating Our Future Community Event:** Approximately 100 people attended an open house and community event at the County Event Center to explore ways to make Ridgway an even more ideal community. The evening was facilitated by Evan Weissman of Warm Cookies of the Revolution (WCR) and featured a series of interactive activities and a live-scribe poet, Adrian Molina.
- November 2018 - Vision, Values, and Goals Survey:** A second online input opportunity was provided to seek input on the preliminary vision, values, and goals of the updated Master Plan. Respondents were asked to rank the vision and the goals for each of the five community values on a scale of 1 to 5, and to provide comments and suggestions for improving the vision and goals. Over 200 people responded to the survey.
- Youth Engagement– Ongoing:** Town staff and the project team partnered with the Ridgway School District to engage area youth—at the 3rd grade, 5th grade, and high school level—in the Master Plan conversation and build awareness about the role of Town government and opportunities for civic engagement.
- February 2019 – Draft Master Plan Review:** A final community workshop was held at the County Event Center to present and seek input on the draft Master Plan and priority actions for the future. Follow up meetings with initial focus groups were also conducted to provide



additional opportunities for discussion and input. An online survey was also created to provide an additional opportunity to provide feedback on the Master Plan following the event.

Summaries of these engagement events and survey results can be found in Appendices B and C of the Master Plan.



TOWN OF RIDGWAY



SHOP, EAT LISTEN LIVE!
Hartwell Park
EVERY FRIDAY 10AM-3PM



9/27 Gathering 5-8pm @ 4H

**RIDGWAY
MASTER PLAN**
www.townofridgway.org



PART II

COMMUNITY VISION & VALUES

The community vision and values set forth in this Master Plan are based on the vision and values adopted by the Ridgway Town Council in 2009. The vision and values were reviewed by the community through the Master Plan update process and refined to better fit the vision for Ridgway shared by the community today. While the community vision was carried forward with some minor edits, the seven community values from 2009 were combined into five new values to better reflect the priorities of the community. These values also serve as the organizing structure for the goals and policies of the Master Plan, contained in **Part III** of this Plan.

COMMUNITY VISION

Ridgway is a vibrant, welcoming, and community-minded small town situated in a beautiful mountain valley. We are diverse in age, background, and economic means. We share a deep connection to the outdoors, the lifelong pursuit of learning, and our railroad, ranching, and creative cultures. We are committed to being economically and ecologically sustainable.

COMMUNITY VALUES

Achieving our vision will require us to strive to maintain certain aspects of Ridgway that the community values today, while recognizing that we will need to adapt in the face of a certain amount of growth and change over the next ten to twenty years. Our ability to adapt successfully will require a continual focus on—and balance between—five community values: healthy natural environment, sense of community and inclusivity, small town character and identity, vibrant and balanced economy, and well-managed growth.

Community Value 1

Healthy Natural Environment

From the Uncompahgre River to the Sneffels and Cimarron mountain ranges, Ridgway's incredible natural surroundings, and the recreational opportunities they provide, are one of the top reasons residents choose to live in our community. Protecting both the scenic values and ecological functions of natural areas in and surrounding Ridgway through responsible environmental practices is something the community values strongly. Ridgway must grow in a way that is attuned to its natural environment to protect these valuable resources. Ridgway residents must also be aware of the changes to our local environment that could arise as a result of climate change. Goals and policies for this community value address:

- Preservation of natural habitats and ecosystems
- Conservation of open space and ranch lands
- Sustainable development practices
- Access to and protection of the river corridor
- Community forest management
- Climate adaptation
- Source-water protection
- Air quality protection





Community Value 2

Sense of Community & Inclusivity

Another aspect of living in Ridgway that residents highly value is the community, its inclusivity, and its diversity. Ridgway's residents represent a range of age groups, income levels, cultures, lifestyles, and political persuasions, and describe each other as friendly, welcoming, and close-knit. Residents also value how the community comes together in times of crisis or need to help one another. This strong sense of community is also demonstrated in how engaged residents are with Town affairs. Trends like increasing housing costs and a lack of affordable childcare make it difficult for many people to live in Ridgway. Looking to the future, residents would like to see Ridgway remain a diverse and inclusive community, not one that is homogeneous and unwelcoming of "others." Residents want to avoid the kinds of changes that have occurred in other small mountain towns, such as an influx of second homeowners. Goals and policies for this community value address our commitment to those things that contribute to our sense of community and help make Ridgway, Ridgway:

- Diverse housing options
- Inclusive governance and community engagement
- Lifelong learning
- Accessible community services
- Aging in place
- Public safety

Community Value 3

Small Town Character & Identity

Although they may differ on how to define “small town character,” residents feel strongly that it’s a key part of Ridgway’s identity. This small town character is evident in the size of the community, the slower and more laid back pace of life, the unpaved streets, the surrounding ranch land and associated activities, the ability of residents to easily walk from one end of town to the other, and the many activities and businesses that are geared toward locals. Although these characteristics are common among many small towns across Colorado, Ridgway stands out from other tourism-dependent communities as a town that relies on tourism to some degree—but retains its commitment to locals and still feels very much like a “real” community. Beyond small town character, this feeling is derived from a blend of Ridgway’s historic past as a western railroad town, its ranching and agricultural community, its proximity to the mountains and outdoor recreation, and its Creatives and innovative entrepreneurs. Goals and policies for this community value seek to retain and enhance key aspects of Ridgway’s small town character and identity as the community grows in the future through a continued commitment to:

- Livable neighborhoods
- Creativity and innovation
- Agriculture and ranching
- Community events and activities
- Pedestrian and bicycle connections
- Parks and recreation
- Historic preservation





Community Value 4

Vibrant & Balanced Economy

Ouray County's economy is largely centered on service industries oriented towards tourism, particularly industries such as food services and accommodation. While Ridgway's reliance on tourism is somewhat less than the County, it is still subject to seasonal fluctuations in business activity. These service jobs tend to pay low wages that make it even more difficult for those who work in Ridgway to live here as well. Residents expressed a strong desire to diversify the local economy and to create well-paying, full-time, year-round jobs. Through its participation in the Main Street and Creative District programs, the Town has been active in promoting community and economic development in recent years. While a number of businesses and Creatives have chosen to base their operations in Ridgway for quality of life reasons, many employers struggle to hire qualified employees, find space as they grow, market their creations, and face other challenges. Larger shifts in the national economy towards telecommuting mean that workers no longer need to physically commute to an office. With faster internet speed, residents will increasingly be able to pursue job opportunities and careers in industries not currently located in Ridgway. Alternatively, home-based entrepreneurs will be able to access customers or clients located around the globe. Goals and policies for this community value seek to promote a more balanced and sustainable economy through support for:

- A diversified economy
- Ranching and agriculture
- Local businesses/manufacturing/services
- Outdoor recreation industry
- Creative industries and innovation
- Tourism
- Home-based entrepreneurs
- A mobile workforce

Community Value 5

Well-Managed Growth

Based on projections in the Community Profile, Ridgway is expected to add between 150 and 700 new residents by 2050. In addition, growth in the surrounding region—which includes Ouray, Montrose, and San Miguel counties—will continue to have direct and indirect impacts on Ridgway’s housing, transportation system, environment, and quality of life. Growth limitations in the City of Ouray, Ouray County, and Telluride area will further amplify growth pressures on the Town of Ridgway. Uncertainty regarding the extent and potential impacts of future growth are of critical concern to the community. However, Ridgway has the ability through its policies and regulations, intergovernmental agreements, and other tools to help inform where and how growth will occur in the future, the types of growth the community would like to see, and guide the character and form of future development. Goals and policies in this area seek to ensure that future growth occurs incrementally in a manner that is consistent with Ridgway’s values, minimizes impacts on existing residents, and recognizes the need to balance the community’s objectives with regard to:

- Infrastructure provision
- Water supply
- Growth management
- Hazard mitigation
- Regional coordination
- Transportation
- Land use







PART III

GOALS & POLICIES

The Master Plan's goals and policies provide guidance for how the Town of Ridgway will work towards achieving the community vision set forth in the previous part of the Master Plan as part of its day-to-day actions and decision-making processes. The goals and policies are reflective of the community's vision and the community values they share. As such, goals and policies are organized by the five community values:

- Healthy Natural Environment;
- Sense of Community & Inclusivity;
- Small Town Character & Identity;
- Vibrant & Balanced Economy; and
- Well-Managed Growth.

The community values, goals, and policies are not presented in any order of importance or priority—each are equally important to achieving the community's vision for the future. Actions to support the implementation of the goals and policies are provided in Part V of the Plan.



COMMUNITY VALUE 1

HEALTHY NATURAL ENVIRONMENT



GOAL ENV-1: Preserve, protect, and restore natural habitats, including for wildlife and ecosystems.

POLICY ENV-1.1: Environmentally Sensitive Areas

Limit new development in environmentally sensitive or constrained areas, such as steep slopes, the river floodway and floodplain, riparian areas, wetlands, and other areas that contribute to the ecological health and diversity of the valley.

POLICY ENV-1.2: Wildlife Habitat

Use clustering, open space corridors, conservation easements, and other techniques to minimize development impacts in wildlife movement corridors and areas with critical or important wildlife habitat.

POLICY ENV-1.3: Invasive Species

Manage noxious weeds and other invasive species using techniques and best practices that have the least harmful impact on human health, wildlife, wetlands, gardens, riparian and ditch corridors, and individual ecosystems.

GOAL ENV-2: Strengthen the Uncompahgre River corridor as a community asset and environmental resource.

POLICY ENV-2.1: Regional River Corridor Vision

Work with regional partners, neighboring communities, and private property owners to establish and implement a cohesive vision for the protection, management, and use of the Uncompahgre River corridor.

POLICY ENV-2.2: Corridor Access and Uses

Balance protection of the riparian zone, floodplain, waterway, and wildlife habitat areas along the river corridor; protection of private property rights; and the desire to expand public access and recreational opportunities along the Uncompahgre River. Ensure that concerns from all stakeholders are heard and valued.



GOAL ENV-3: Proactively manage and protect Ridgway's water resources.

POLICY ENV-3.1: Source Water Protection Area

Monitor and manage development, economic activities, and other activities that pose potential risks to Ridgway's drinking water supply and access to it within the source water protection area (SWPA).

POLICY ENV-3.2: Water Supply

Secure and retain a supply of water adequate to meet the expected demands for growth and development within the Initial Growth Boundary (IGB), taking into consideration seasonal fluctuations in water use, the reliability of sources during a drought, potential impacts of climate change on water resources in the region, and potential savings from conservation and improved efficiency.

POLICY ENV-3.3: Water Quality

Ensure that storm water drainage does not negatively impact the water quality of local aquifers, tributaries and rivers.

POLICY ENV-3.4: Low-Impact Development

Design street layouts, grades and site developments to avoid excessive runoff concentrations and minimize the need for storm sewer infrastructure. On-site natural percolation, detention, or retention should incorporate vegetation, vegetated swales and other low-impact development strategies where possible to minimize the need for off-site infrastructure improvements.

POLICY ENV-3.5: Natural Waterway Features

Incorporate the natural features of waterways into storm water systems, using indigenous vegetation in storm water management to promote filtering and slowing storm water runoff to maximize the settling of particulate pollutants and materials.

POLICY ENV-3.6: Water Conservation

Actively manage the Town's water resources to conserve water, especially in times of limited availability.

GOAL ENV-4: Advocate for the efficient use of resources and sustainable practices that work to eliminate harmful impacts to the health of the community or natural environment.

POLICY ENV-4.1: Green Buildings

Encourage the use of proven and durable green building technology in all new developments in order to increase energy efficiency, water conservation, human health, and use of local materials while balancing the impact of costs.

POLICY ENV-4.2: Renewable Energy

Encourage the use of carbon-free and renewable energy systems within the Town and support the goal of carbon neutrality for Colorado. Support the inspiration and innovation of those who live, work, and visit Ridgway to create a low-carbon economy and lifestyle that improves the health, shared prosperity, and long-term security of our unique mountain community.

POLICY ENV-4.3: Emerging Technologies and Practices

Encourage the use of innovative building practices and materials (e.g., straw-bale construction) when such methods would increase energy efficiency, ease greenhouse gas emissions, and reduce home costs.

POLICY ENV-4.4: Dark Skies

Continue to prioritize efforts to reduce light pollution and enhance the appearance of the night sky.

POLICY ENV-4.5: Waste Management

Continue to support efforts and programs that reduce the amount of solid waste entering the waste stream, such as recycling and composting.

POLICY ENV-4.6: Air Quality

Continue to support efforts to maintain and improve air quality within Ridgway and the surrounding region.

GOAL ENV-5: Maintain a healthy and resilient community forest.

POLICY ENV-5.1: Community Forest

Protect, preserve, and enhance Ridgway's community forest, maximizing tree canopy cover across the community where financially and ecologically possible.

POLICY ENV-5.2: Tree Diversity

Strive to increase the diversity of tree species in the community forest as existing trees are replaced and new trees are added.

POLICY ENV-5.3: Community Forest Management

Select, situate, and maintain trees in public rights of way and on Town-owned properties to maximize ecological, aesthetic, and economic benefits and minimize hazard, nuisance, hardscape damage, and maintenance costs.

POLICY ENV-5.4: Community Support

Foster community support for the local community forestry program and encourage best tree management practices by private property owners.

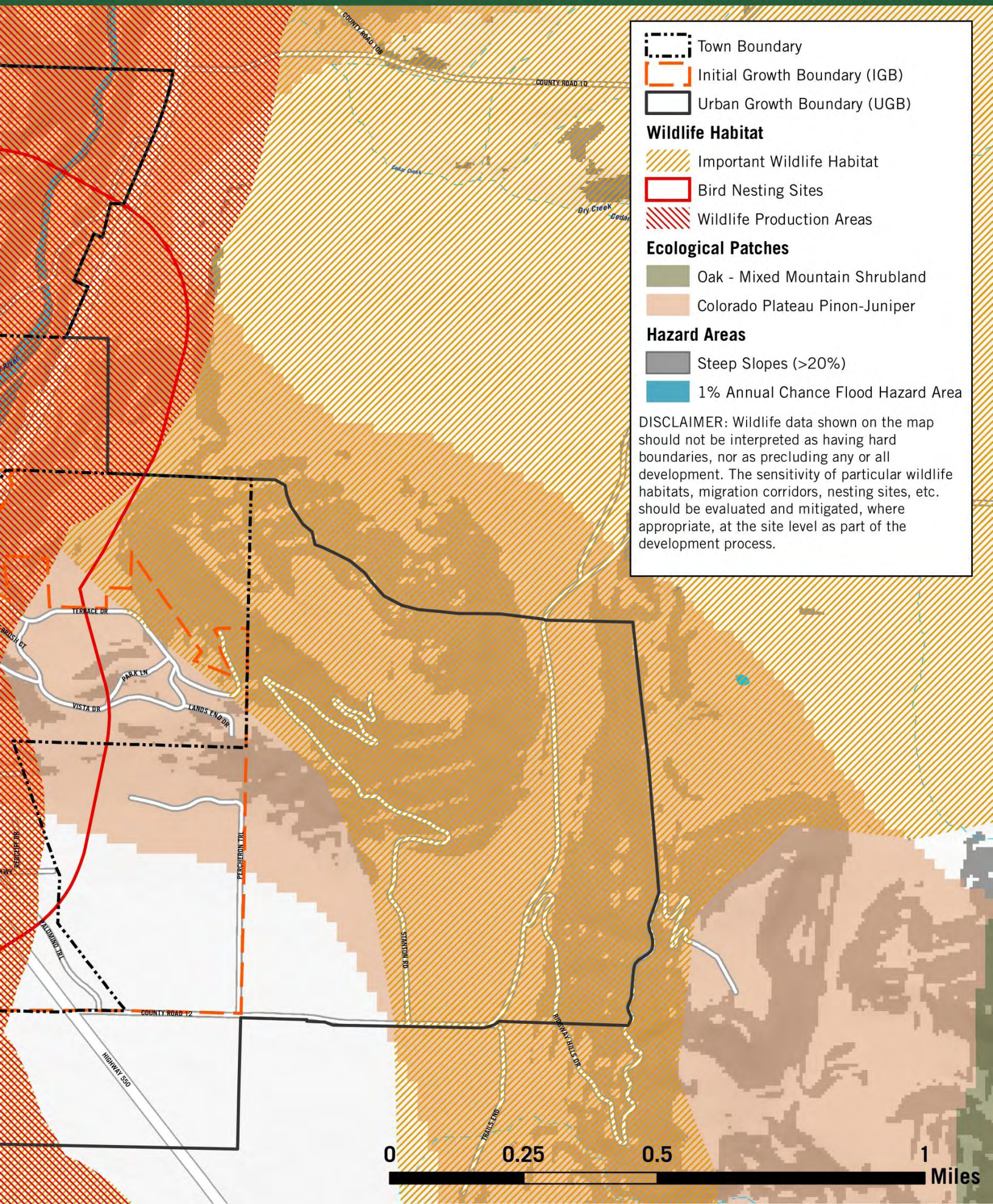
POLICY ENV-5.5: Tree Retention and Replacement

Support the retention of healthy, mature trees and the addition of new trees in both public improvement projects and private development. Encourage the replacement of trees where retention is not feasible.



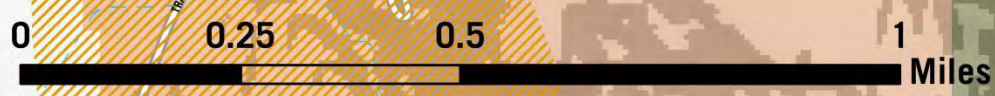
Sensitive Natural Areas - Town of Ridgway





- Town Boundary
- Initial Growth Boundary (IGB)
- Urban Growth Boundary (UGB)
- Wildlife Habitat**
 - Important Wildlife Habitat
 - Bird Nesting Sites
 - Wildlife Production Areas
- Ecological Patches**
 - Oak - Mixed Mountain Shrubland
 - Colorado Plateau Pinon-Juniper
- Hazard Areas**
 - Steep Slopes (>20%)
 - 1% Annual Chance Flood Hazard Area

DISCLAIMER: Wildlife data shown on the map should not be interpreted as having hard boundaries, nor as precluding any or all development. The sensitivity of particular wildlife habitats, migration corridors, nesting sites, etc. should be evaluated and mitigated, where appropriate, at the site level as part of the development process.





COMMUNITY VALUE 2

SENSE OF COMMUNITY & INCLUSIVITY

GOAL COM-1: Maintain Ridgway as a community that is accessible to a range of income levels, ages, and households.

POLICY COM-1.1: Workforce Housing

Work with Ouray County and the City of Ouray to develop housing units designed and priced for employees living and working in Ouray County. The Town of Ridgway should initially focus on those living and working in Ridgway.

POLICY COM-1.2: Private Sector Responsibilities

Acknowledge the role of the private sector as a necessary partner in addressing the community's affordable and workforce housing needs.

POLICY COM-1.3: Public-Private Partnerships

Continue to explore opportunities to partner with private or non-profit developers on the construction of affordable and workforce housing.

POLICY COM-1.4: Annexation

Use annexations as an opportunity to expand Ridgway's supply of affordable and workforce housing.

POLICY COM-1.5: Distributed Approach

Take advantage of all opportunities to add needed affordable and workforce housing to Ridgway and the surrounding area while being mindful of the community's desire to avoid overconcentration in any one neighborhood.

POLICY COM-1.6: Multi-Generational Housing

Support the development of housing options designed to accommodate multi-generational needs to allow residents the opportunity to age in place.

POLICY COM-1.7: Accessibility

Require new development to provide for full accessibility under the Americans with Disabilities Act for all new and improved infrastructure on public properties.

WHAT IS AFFORDABLE & WORKFORCE HOUSING?

- **Affordable Housing:** Housing affordability comes down to the relationship between the price of housing in a region (either sale price or rent) and the incomes of households in that region. Generally, for housing to be affordable, housing costs (including utilities) for any given household should not exceed 30 percent of the household's gross annual income. When households must spend more of their incomes on housing, it means they have less income to spend on essential services (such as healthcare) and discretionary items that benefit the local economy (such as meals at a local restaurant).
- **Workforce Housing:** Workforce housing is a subset of affordable housing, and generally refers to housing that is affordable to households earning between 80 percent and 120 percent of the area median income (AMI). In other words, housing costs for households earning between 80 percent and 120 percent of AMI should not exceed 30 percent of those households' gross annual incomes. Typically, workforce housing is targeted toward workers who are vital for the everyday function of the community, such as teachers, public safety workers, first responders, and workers in retail, food/beverage, hotel, and other core industries.

GOAL COM-2: Encourage a diversity of housing options that meet the needs of residents.

POLICY COM-2.1: Diversity of Housing Types

Encourage new developments to accommodate a variety of housing sizes, household types, tenure types, densities, and prices.

POLICY COM-2.2: Housing Options

Support the development of a range of housing options in Ridgway, as appropriate in different parts of the community, including, but not limited to small homes, accessory dwelling units, townhomes, live/work units, and small-scale apartments or condominiums.

POLICY COM-2.3: Resident-Occupied Housing

Support strategies that help maintain resident-occupied housing in Ridgway, rather than housing occupied by second-homeowners.

POLICY COM-2.4: Accessible Housing

Expand the supply of housing in Ridgway that is accessible to seniors, persons with disabilities, or persons with mobility limitations through the use of universal design and visitability principles in the construction of new housing and the rehabilitation of existing homes.

GOAL COM-3: Encourage citizen participation and dialogue with elected and appointed officials and town administration in order to foster broad-based representation and input for local government decisions.

POLICY COM-3.1: Multi-Media Outreach

Use a variety of media types for public outreach and to inform the community of upcoming Town events, meetings, Town Council votes, and other meetings.

POLICY COM-3.2: Youth Outreach

Explore opportunities for engaging local youth in local government and actively soliciting input from local youth. Explore and promote additional opportunities to work with Ridgway Schools on special projects and education on local government.



POLICY COM-3.3: Relationship Building

Develop and maintain mutually beneficial relationships with local and regional civic and volunteer organizations such as church groups, non-profit organizations, and other groups.

POLICY COM-3.4: Boards and Commissions Representation

Seek to fill appointed positions on Town boards and commissions with diverse and qualified candidates that are reflective of the community's demographics.

POLICY COM-3.5: Volunteer Opportunities

Encourage and provide opportunities for residents to volunteer in projects, initiatives, programs, and other Town activities.

GOAL COM-4: Strive to be a model for transparency, efficiency, and good governance.**POLICY COM-4.1: Community Outreach**

Regularly reach out to the community to understand citizen satisfaction with Town services, programs, and facilities and to identify potential gaps or needed improvements.

POLICY COM-4.2: Town Government Sustainability

Continue to implement policies and programs to reduce greenhouse gas emissions related to the functions and operations of town government. In addition, the Town will seek to conserve water, reduce waste, promote recycling, and procure environmentally responsible products and materials in government operations where feasible.

POLICY COM-4.3: Budget Priorities

Ensure that the budgeting process promotes Town expenditures and investments that reflect community priorities, including those set forth in this Master Plan.

**POLICY COM-4.4: Fiscal Sustainability**

Ensure that the Town's budget adequately covers the costs of public services that are provided by the Town. Proactively plan to ensure that adequate funding can be maintained over the long-term and can keep pace with future cost increases.

POLICY COM-4.5: Technology

Utilize modern technology where appropriate to ensure town services are efficient and convenient.

GOAL COM-5: Encourage a range of health, human, youth, senior, and other community services in Ridgway.

POLICY COM-5.1: Accessible Local Health Care

Continue to support local options for the provision of medical services in Ouray County, whether through the Ouray County Regional Service Authority or other opportunities.

POLICY COM-5.2: Services for Youth and Seniors

Work with community partners to address gaps in programming and other services for youth and seniors in the community.

POLICY COM-5.3: Awareness of Available Services

Collaborate with local, regional, and state partners to raise awareness of health and human services, including mental health services, available in Ridgway and elsewhere in Ouray County and the region.

POLICY COM-5.4: Improved Transportation Access

Promote efforts which improve residents' access to regional health and human services through reliable and affordable transportation options.

GOAL COM-6: Support education and lifelong learning in our community.

POLICY COM-6.1: Coordination with Schools

Coordinate with and support Ridgway's public and private schools to provide a high-quality education for all Ridgway students.

POLICY COM-6.2: Youth Opportunities

Support opportunities for children and youth to gain skills and experiences outside of a traditional classroom setting.



POLICY COM-6.3: Library

Continue to support the Ridgway Public Library in its mission to provide opportunities to explore, discover, learn, grow, and dream.

POLICY COM-6.4: Lifelong Learning Opportunities

Encourage the growth of programming and events that provide opportunities for learning throughout all stages of life.

POLICY COM-6.5: Local Government 101

Provide opportunities for the community to learn about local government functions and services, including opportunities to participate in government decision-making processes.

GOAL COM-7: Provide public safety and emergency response services to engage and protect the community.**POLICY COM-7.1: Law Enforcement Services**

To the extent possible, ensure that the Ridgway Marshal's Office has the staff, facilities, equipment, resources, and training necessary to provide the community with the desired level of public safety services.

POLICY COM-7.2: Community Partners

Facilitate open communication between the Marshal's Office and residents to ensure the Marshal and deputies maintain the public trust and provide an approachable and visible presence in Ridgway and to engage the community in developing solutions to public safety issues.

POLICY COM-7.3: Regional Coordination

Collaborate with surrounding jurisdictions to ensure public safety and emergency response services have a coordinated plan and are provided in the most efficient and effective manner.

POLICY COM-7.4: Data and Metrics

Use data and metrics to evaluate performance, identify areas for improvement, and better understand how public safety providers should adapt over time as the community changes.

POLICY COM-7.5: Emergency Management

Ensure Town government is prepared to respond to and continue providing services during emergencies, such as natural hazard events. Strive to return to normal operations as soon as is feasible following such events.



COMMUNITY VALUE 3

SMALL TOWN CHARACTER & IDENTITY

GOAL CHR-1: Support vibrant, diverse, safe, and well-connected neighborhoods.

POLICY CHR-1.1: Neighborhood Character

Encourage the development of neighborhoods that enhance and reflect the character of Ridgway through quality design, cohesive materials, and integration of natural features.

POLICY CHR-1.2: Neighborhood Walkability and Bikeability

Enhance walkability and bikeability within existing neighborhoods and between existing neighborhoods and other areas of town. Ensure safe on- and off-street pedestrian and bicycle connections are provided in all new neighborhoods.

GOAL CHR-2: Protect and preserve Ridgway's historic assets.

POLICY CHR-2.1: Historic Resources and Heritage

Promote and build awareness of significant resources associated with people and events important to the Town's, County's, or State's history.

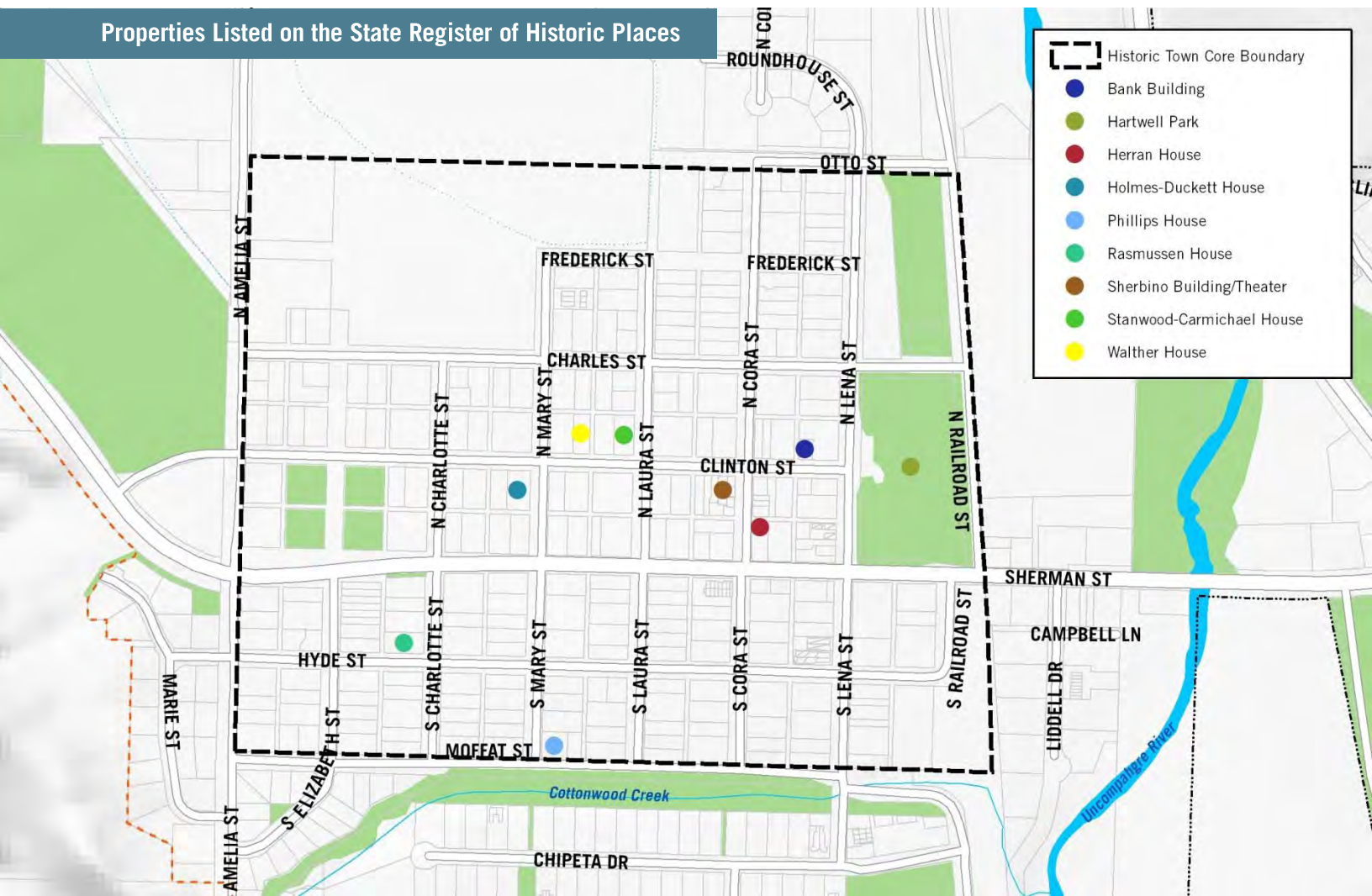
POLICY CHR-2.2: Historic Preservation

Encourage the designation of historically significant buildings and districts to the county, state, and national registers of historic places.

POLICY CHR-2.3: Preservation Tools

Support protection of the Town's historic resources, including the original Town Core.

Properties Listed on the State Register of Historic Places



GOAL CHR-3: Promote Ridgway's identity as a ranching and agricultural community and preserve the rural character of landscapes surrounding Ridgway.

POLICY CHR-3.1: Land Use Conflicts

Actively engage and work with ranch owners and operators to minimize or mitigate land use conflicts or undue interference created by existing or proposed development outside the Town Core.

POLICY CHR-3.2: Ranching Operations

Continue to accommodate activities within the Town that are essential to daily and seasonal operations of ranch owners and operators, and that do not compromise public health and safety—such as the ability to drive cattle through Town, tie up horses, or maneuver and park trailers or other equipment while conducting business in Town.

POLICY CHR-3.3: Conservation Mechanisms

Collaborate with willing property owners and the County on opportunities to establish conservation easements, land trusts, or other mechanisms designed to preserve agricultural land outside the UGB in perpetuity.

GOAL CHR-4: Promote Ridgway's identity as a creative and innovative community where creative individuals and enterprises thrive.

POLICY CHR-4.1: Strengthen the Creative District

In collaboration with Creative organizations in the region, encourage and promote events, activities, and strategies that strengthen Ridgway's Creative District and creative sector.

POLICY CHR-4.2: Collaboration with Partners

Collaborate with partner organizations on activities and events that help foster innovation and the creative identity of Ridgway and the region, or support Ridgway's creative community. Formalize partnerships when possible.



POLICY CHR-4.3: Creativity in the Community

Continue to highlight Ridgway's status as a creative place by pursuing opportunities to display art installations and other creative projects throughout the community and continuing to engage Ridgway's creative sector.

POLICY CHR-4.4: Creativity in Capital Projects

Strive to include artistic or innovative design elements in capital improvement projects. Where possible, involve artists and other Creatives early in the design process.

GOAL CHR-5: Promote a range of opportunities and spaces for community gatherings and interactions.**POLICY CHR-5.1: Community Spaces**

Emphasize the importance of community spaces throughout Town to reinforce Ridgway's character, identity, and social fabric and continue to creatively develop these spaces.

POLICY CHR-5.2: Community Dialogue

Convene and facilitate community-wide discussions to seek input and build consensus on important or controversial issues. Ensure that all sides or perspectives have an opportunity to be heard and understood.

POLICY CHR-5.3: Community Events

Support community events that cater to a range of community interests, backgrounds, and ages.

POLICY CHR-5.4: Place-making

Continue working to create a cohesive, unique community with strategic place-making efforts and investments.



GOAL CHR-6: Maintain and enhance Ridgway's gateways, entry-corridors, and scenic vistas.

POLICY CHR-6.1: Corridor and Gateway Character

Highway corridors and gateways to Ridgway should enhance and benefit the community's small-town character and preserve mountain vistas.

POLICY CHR-6.2: Near-Gateway Development Considerations

Encourage aesthetic improvements for existing and new developments bordering highways. Consider context, configuration, and design in evaluating development on properties adjacent to gateway areas to ensure new development contributes to the desired character of the gateway.

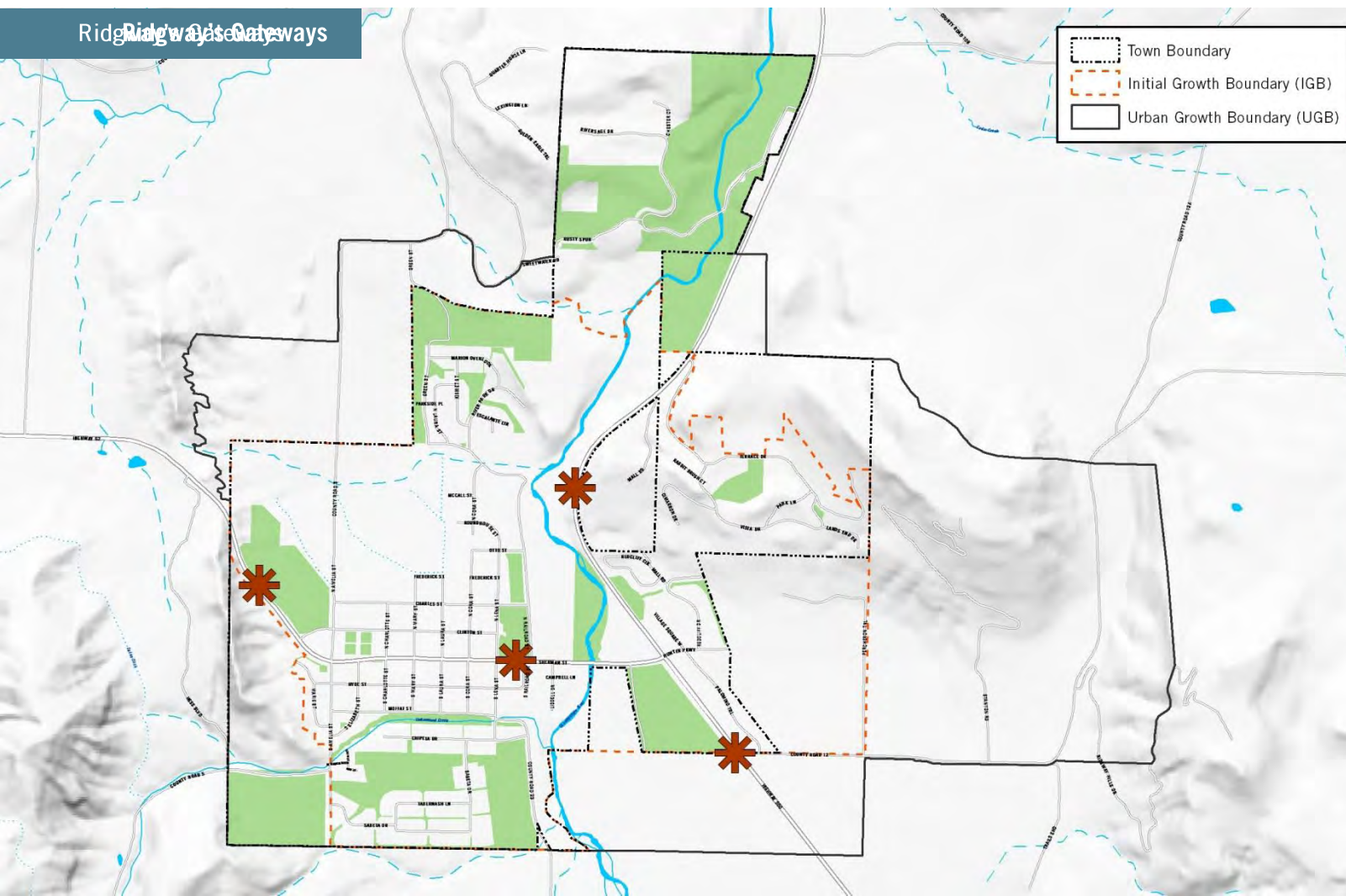
POLICY CHR-6.3: Ridgeline Protection

Encourage the use of clustering, flexible setbacks, height limitations, and other site planning techniques to minimize the visual impact of ridgeline development when viewed from public rights of way.

POLICY CHR-6.4: Highway Signage

Balance the need to limit signage and visual clutter along highway corridors and at gateways with the need of commercial businesses to have signage that is adequately visible. All highway signage should contribute to the Town's overall place-making efforts.

Ridgway's Gateways



GOAL CHR-7: Develop an interconnected system of parks, trails, open space, and recreational facilities that meets the needs of Ridgway's residents and visitors.

POLICY CHR-7.1: Dedicating Parks, Trails, and Open Spaces

Establish an equitable basis for dedicating parks, trails, and open spaces associated with new and proposed development including annexations and subdivisions, with "payment in lieu" and land donation options for dedicated parks, trails, and open spaces that considers land values, park land development costs, and long-term maintenance.

POLICY CHR-7.2: Trail Development

Encourage and support trail development within and surrounding Ridgway, particularly trails that fill gaps or key trail linkages in the Town's current system and improve continuity and connectivity. Where feasible, create trails that support walking, hiking, biking, and other non-motorized uses. Trail development should not impede existing agricultural uses or cross private property unless arrangements have been made with the property owner.

POLICY CHR-7.3: Low-Impact Trails

Balance the desire to build additional trails in Ridgway and the surrounding area with the need to protect environmentally sensitive areas from human disturbance, and the need to maintain the viability of ranching and agricultural operations in cases where the landowner has given permission for a trail to cross private property.

POLICY CHR-7.4: Future Growth

Observe, monitor, and respond to the Town's growth and community demands for increased or improved services, including the functions and duties of Town personnel, to ensure efficient and effective operations that are adequately funded.

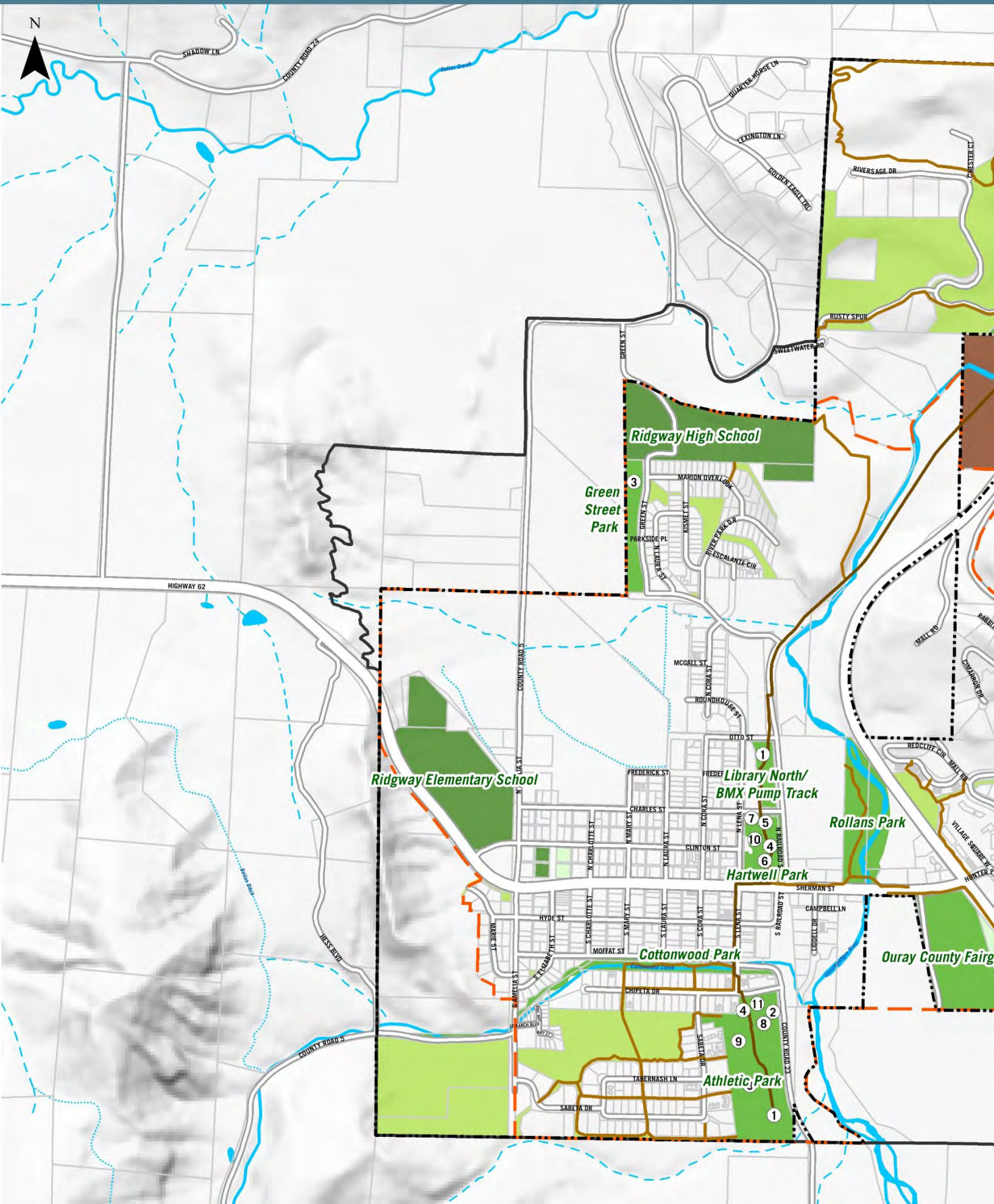
POLICY CHR-7.5: Community Involvement

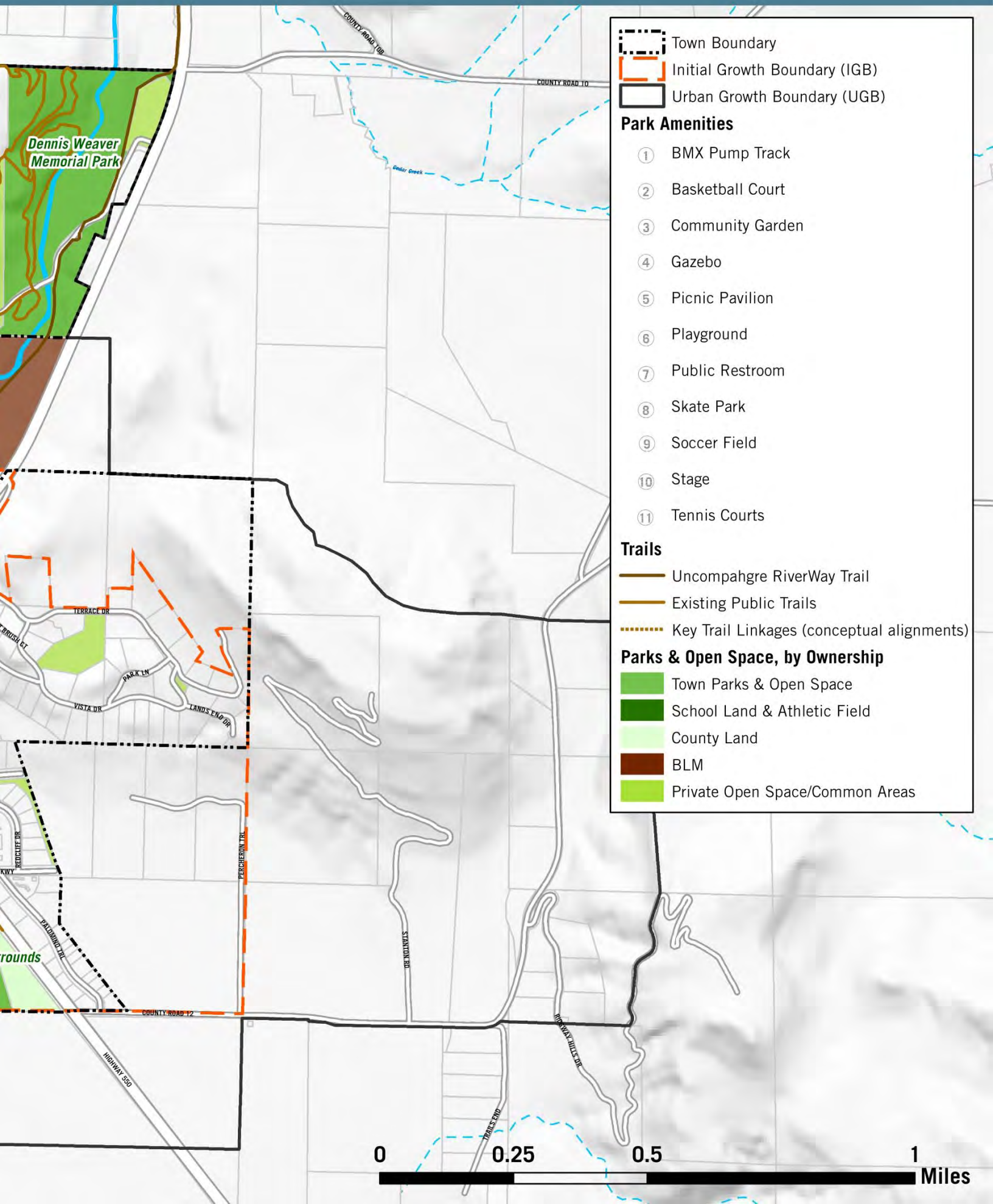
Involve the community in the preservation and care of existing facilities and amenities.

POLICY CHR-7.6: Facility Maintenance

Ensure Town staff can reasonably manage and finance the long-term maintenance of existing parks, trails, open spaces, and facilities prior to dedicating, building, or assuming ownership or maintenance responsibilities of additional amenities.

Parks, Trails, Open Spaces, and Amenities - Town of







COMMUNITY VALUE 4

VIBRANT & BALANCED ECONOMY

GOAL ECO-1: Create a vibrant, diverse, and sustainable year-round local economy that reflects Ridgway's social fabric, values, and character.

POLICY ECO-1.1: Regional Partnerships

Strengthen partnerships with others in Ouray County and the region to manage economic development. Consider formalizing regional partnerships in order to better coordinate economic development efforts across jurisdictions and organizations.

POLICY ECO-1.2: Community and Economic Development

Continue to participate in and support initiatives, such as the Main Street and Creative District programs, to maintain and enhance a thriving environment for businesses, entrepreneurs, and creative enterprises.

POLICY ECO-1.3: Economic Diversity

Encourage light manufacturing, creative industries, renewable energy, outdoor recreation, and agricultural-or ranching-related industries that complement the community's vision for Ridgway and do not negatively impact the community or environment.

POLICY ECO-1.4: Broadband Internet Service

Continue efforts to improve the speed, reliability, and redundancy of broadband internet service available in Ridgway, including a variety of end-user options for service.

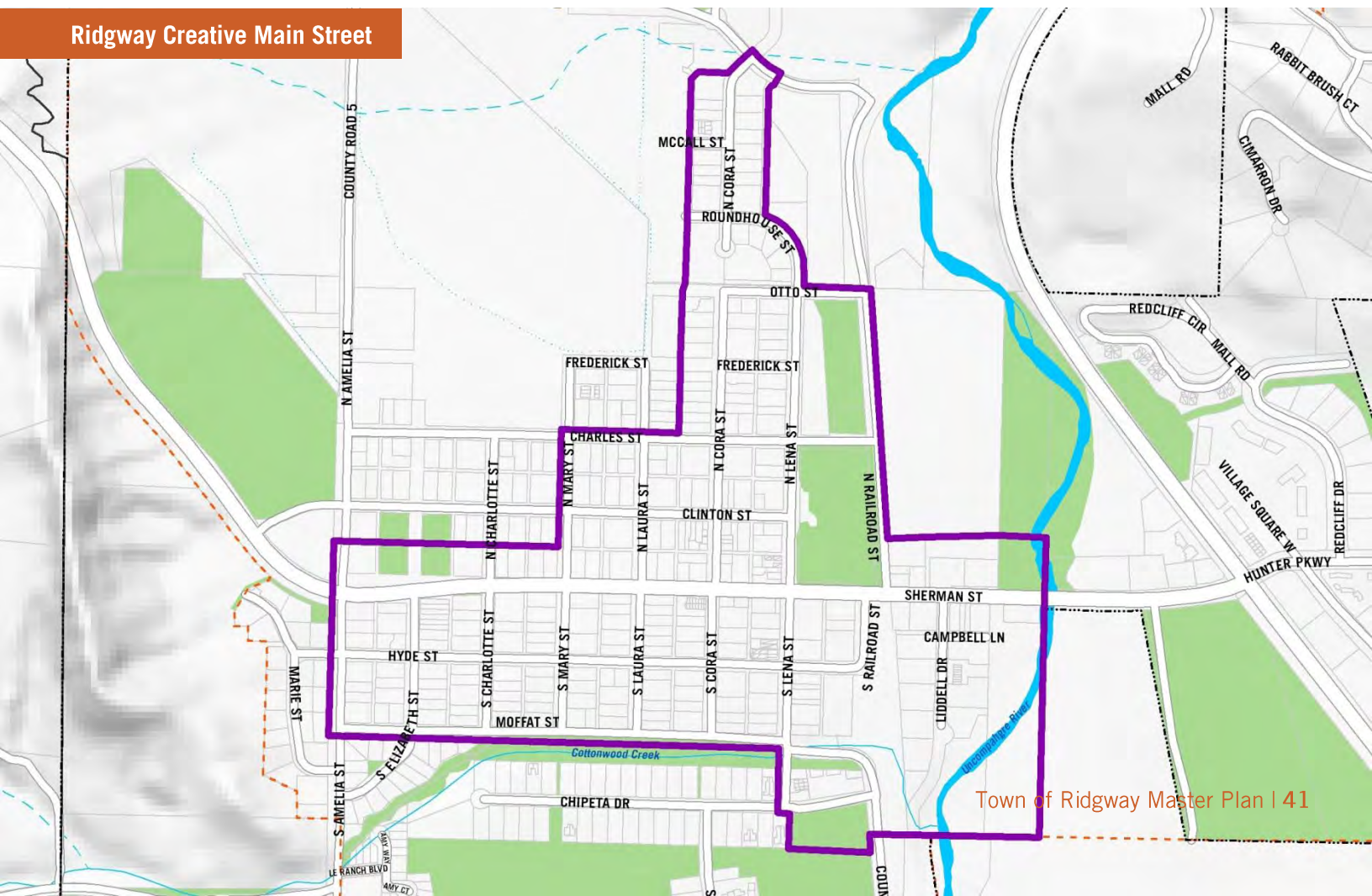
POLICY ECO-1.5: Historic Downtown Ridgway

Continue to enhance the Historic Town Core as the economic center of Ridgway, enriching its vibrancy.

POLICY ECO-1.6: Data Collection and Assessment

Explore ways to improve the collection and tracking of data related to the local economy and economic development in order to better understand local economic dynamics and assess the impacts of economic development initiatives.

Ridgway Creative Main Street





GOAL ECO-2: Support the retention and expansion of local businesses.

POLICY ECO-2.1: Land Designated for Employment

Protect light industrial, manufacturing, and other employment lands from encroachment by potentially incompatible land uses. Discourage the conversion of employment lands to other uses, unless doing so helps achieve another Master Plan goal.

POLICY ECO-2.2: Space Needs

Encourage the creation and retention of industrial or employment spaces or building sites that meet the needs of existing local businesses as they look to grow or expand.

POLICY ECO-2.3: Resource Awareness

Ensure local businesses are aware of local, regional, state, and federal resources available to businesses, particularly small businesses.

POLICY ECO-2.4: Ease of Doing Business

Improve the ease of doing business in Ridgway through transparent and predictable regulations and development review/permitting processes.

POLICY ECO-2.5: Regulations

Ensure regulations, including land use regulations, support and nurture a successful business environment and do not unnecessarily impede desirable industrial or employment uses, or compromise other community goals and priorities.

GOAL ECO-3: Balance the need to preserve quality of life for residents with business needs.

POLICY ECO-3.1: Locals-Serving Businesses and Services

Develop strategies to grow or attract appropriately-scaled businesses that provide needed goods and services to local residents and “fit” the character of the community.

POLICY ECO-3.2: Local Goods, Products, and Services

Support the creation and expansion of businesses that create desired goods and products or provide services within Ridgway.

POLICY ECO-3.3: Sustainable Tourism

Participate in community conversation about sustainable tourism to better understand current tourists and visitors while considering what is desired for the future. Potential questions to explore include:

- Types of visitors to target;
- Off-season visitation;
- Levels of visitation needed to sustain local businesses; and
- Others as identified.



COMMUNITY VALUE 5 WELL-MANAGED GROWTH

GOAL GRO-1: Manage growth and development in order to maintain Ridgway's small town character, support a diverse community, and create employment opportunities.

POLICY GRO-1.1: Directed Growth

Direct growth to occur in a concentric fashion from the core outward, in order to promote efficient and sustainable Town services, strengthen the Historic Town Core and existing neighborhoods, and preserve the rural character of the surrounding landscape.

POLICY GRO-1.2: Balanced Mix of Uses

Accommodate a balanced mix of residential, employment, retail and commercial services, and institutional uses that allows residents to live, work, play, learn, and conduct more of their daily business in Ridgway.

POLICY GRO-1.3: Mixed-Use Development

Promote vertically or horizontally mixed-use development, where appropriate, to encourage more opportunities to live and work in Ridgway, and to add vibrancy and diversity to existing centers.

POLICY GRO-1.4: Underutilized Areas

Encourage infill development on vacant parcels and the redevelopment or adaptive reuse of underutilized parcels or structures in the Historic Town Core or other areas where infrastructure and services are already in place.

POLICY GRO-1.5: Design of New Development

Ensure new development and infill/redevelopment is compatible with the surrounding area or neighborhood, particularly in the Historic Town Core where maintaining the historic character of Ridgway is desired.

POLICY GRO-1.6: Clustered Development

Encourage clustering of residential development where appropriate to preserve open space, agricultural land, wildlife habitat, visual quality and other amenities.

POLICY GRO-1.7: Transitions

Provide clear guidance to developers to ensure smooth transitions and/or compatibility between distinct land uses (i.e., between industrial or commercial and residential, including areas with mixed uses) or development densities/intensities.

POLICY GRO-1.8: Development and Annexation Impacts

Evaluate all development and annexation proposals in order to understand the expected economic impacts, demand for services, impact to water resources, as well as if the proposal is compatible with Ridgway's character, improves connectivity, and provides significant community benefits or enhancements.



GOAL GRO-2: Ensure public infrastructure, utilities, facilities, and services are sufficient to meet the needs of residents and businesses as the town grows.

POLICY GRO-2.1: Growth Pays for Growth

Ensure that the costs of extending or expanding Town infrastructure and services to support new development are borne by the developer and not the Town or residents. This includes the impacts new development will have on Town facilities and utilities.

POLICY GRO-2.2: Adequate Public Facilities

Proposed development should demonstrate that existing Town facilities and infrastructure have the capacity to serve the development while still maintaining an acceptable level of service, as determined by the Town, or, if supported by the Town, development shall fill in any infrastructure, utility, facility, and service gaps.

POLICY GRO-2.3: Development Capacity

Monitor the Town's capacity to support development based on existing infrastructure and facility capacity, population projections, and community desires.

POLICY GRO-2.4: Public Works Services

To the extent possible, ensure that the Public Works Department has the equipment, facilities, resources, and staff needed to provide the community with the desired level of services.

GOAL GRO-3: Proactively mitigate natural and human-made hazards.

POLICY GRO-3.1: Hazardous Areas

To the extent feasible, prevent development in high risk areas, such as in floodplains and on steep slopes. Where such development may be inevitable, encourage the incorporation of measures or design techniques that help mitigate risks.



POLICY GRO-3.2: On-Site Stormwater Management

Encourage new development to manage stormwater on site, using low impact development techniques or other best practices.

POLICY GRO-3.3: Hazard Mitigation Planning

Continue to participate in maintaining and updating the *Ouray County Multi-Hazard Mitigation Plan*, *Ouray County Community Wildfire Protection Plan*, and other local, regional or statewide hazard mitigation planning efforts. Participate in implementation as plans are adopted.

POLICY GRO-3.4: Community Awareness

Promote efforts and programs that build awareness of the Town's emergency response protocols and how residents can help mitigate, prepare for, and respond during and after disaster events, such as wildfires or flooding.

POLICY GRO-3.5: Resilient Infrastructure

Site and design new Town facilities and infrastructure to avoid and/or mitigate exposure to hazards. To the extent possible, use redundancies or back-up systems in the provision of critical services such as water.

POLICY GRO-3.6: Hazards and Climate Change Considerations

Consider hazard mitigation, resiliency, and anticipated climate change impacts in Town planning and decision-making processes.

GOAL GRO-4: Develop a safe and efficient multi-modal transportation system, balancing the needs of all users.

POLICY GRO-4.1: Existing Block Pattern

Extend the existing grid of blocks and streets as the Town grows to the north, consistent with the Master Streets map. North of Otto Street, and throughout the northwest portion of the UGB, continuation of the grid is recommended. However, a modified grid may be considered where topography, natural features, or other site limitations exist.

POLICY GRO-4.2: Traffic Impacts of Development

Ensure that future development does not create traffic volumes or patterns that will create traffic hazards or interrupt traffic flow.

POLICY GRO-4.3: Traffic Calming

Consider the use of context-sensitive traffic control and calming devices where appropriate to enhance automobile, pedestrian and cyclist safety, including raised cross walks, neck-outs, raised medians, landscaping, beacons and signage. Take into account the need to accommodate larger trucks and trailers in conjunction with any traffic calming improvements.

POLICY GRO-4.4: Speed Limits

Maintain speed limits on all streets within Ridgway and, where reasonable, its three-mile area which reflect the residential and pedestrian nature of the community and prioritize safety at pedestrian crossings, near parks, and in school zones.

POLICY GRO-4.5: Traffic Signals

Traffic signals within Town boundaries should be avoided unless and until needed as established through carefully evaluated traffic studies and infrastructure demands.

POLICY GRO-4.6: Non-Motorized Transportation

Promote non-motorized transportation throughout Ridgway by enhancing connections between key destinations within the community, improving sidewalks and pathways, developing parking where appropriate, and utilizing a variety of environmentally-friendly inviting surface treatments, streetscape improvements, landscaping, and context sensitive design.



POLICY GRO-4.7: Connectivity of New Development

Encourage new development to include paths, trails, and other connections to facilitate biking and walking throughout town.

POLICY GRO-4.8: Crosswalks and Sidewalks

Crosswalks should be clearly marked and designed to enhance safety and minimize walking distances across roadways, especially along highway corridors and near schools and parks. Sidewalks should be built and maintained along both Highways 62 and 550 within the Town boundary. Overpasses or underpasses across these highways should be considered where needed to enhance pedestrian safety.

POLICY GRO-4.9: Additional Roads

Work cooperatively with the County to study the need and feasibility of additional roads to serve a wider area around the community and to determine other effective transportation improvements within the Town's area of influence.

POLICY GRO-4.10: Regional Transportation

Continue to collaborate with jurisdictions in the region and Region 10 to explore the feasibility of expanding public transit services in Ouray County and the region, particularly between Ridgway and Montrose and between Ridgway and Telluride.

POLICY GRO-4.11: Alternative Commuting Options

Promote telecommuting and bicycle/pedestrian commuting, ridesharing and public transportation and identify locations for future park and ride facilities.

GOAL GRO-5: Utilize Ridgway's parking resources effectively.**POLICY GRO-5.1: Diagonal Parking**

Encourage diagonal parking, where rights-of-way allow, on residential streets within the Historic Town Core as downtown needs for parking increase.

POLICY GRO-5.2: Accessible Parking

Ensure an adequate supply of Americans with Disabilities Act (ADA) compliant parking spaces.

POLICY GRO-5.3: Wayfinding

Use signage and other wayfinding to direct visitors to parking, particularly locations within the Historic Town Core that are typically vacant or underused. Use wayfinding to direct residents and visitors to trailer and RV parking.

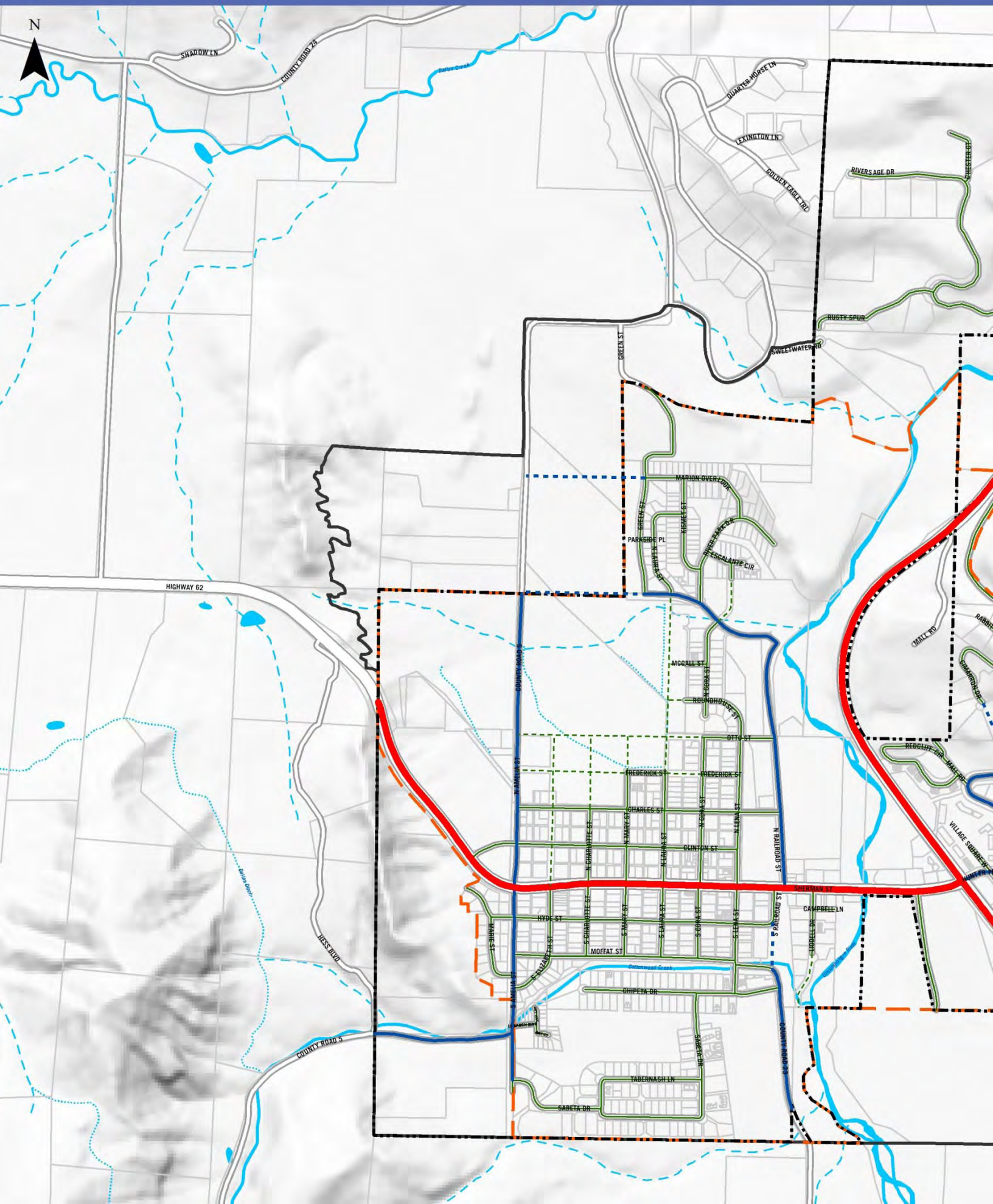
POLICY GRO-5.4: Parking Requirements

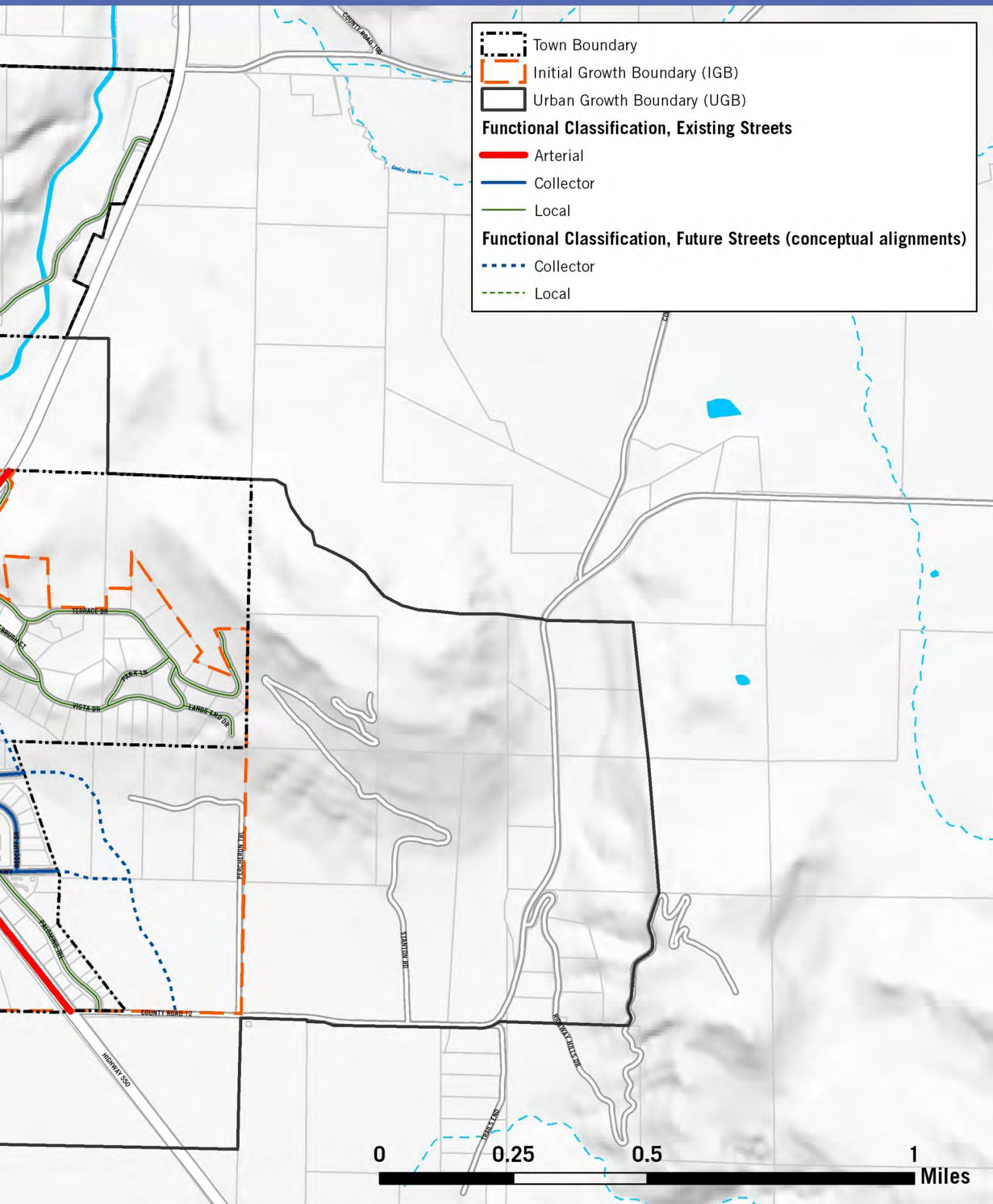
Support the use of shared parking, on-street parking, and other strategies to maximize the use of available resources and support local business.

POLICY GRO-5.5: Employee Parking

During peak tourist season, encourage businesses located in the Town Core to direct their employees to park in public parking lots or on streets that typically experience low occupancy (such as Lena Street between Clinton Street and Charles Street; Laura Street between Sherman Street and Clinton Street) in order to free up parking for customers.

Master Streets Map - Town of Ridgway









PART IV

GROWTH FRAMEWORK

Based on past growth and projections for future growth, it is estimated that Ridgway will add between 150 and 700 new residents by 2050. During the same timeframe, the population of the three-county region (Montrose, San Miguel, and Ouray counties) is expected to nearly double – from 54,265 to 97,252. This regional growth will have direct and indirect impacts on Ridgway; however, the extent to which—and the rate at which—Ridgway can absorb projected future growth is constrained by a variety of factors, including the availability of infrastructure and services needed to serve future growth, market demand, existing growth boundaries and intergovernmental agreements, and the cyclical nature of the state and national economy. Additional detail on population and growth trends is provided in the Community Profile in Appendix A.

This Growth Framework builds on established plans, policies, and regulations the Town of Ridgway and Ouray County have in place to help manage growth. It should be used to as a tool for making decisions regarding the location, timing, and types of future growth that can occur and for guiding future infrastructure investments.

Key Objectives

Key objectives for this chapter are to:

- Encourage infill and redevelopment within the Town's existing limits and where infrastructure and services already exist;
- Grow in an orderly, logical and sequential pattern outward from the existing Town core;
- Accommodate diverse housing options;
- Support sustainable development practices;
- Plan for a balanced mix of uses that allows more residents the ability to live and work in Ridgway; and
- Protect the natural resources and visual qualities that make Ridgway unique.

This chapter should be used in conjunction with the goals and policies contained in Part III of this Master Plan to evaluate all growth-related decisions.

Factors Influencing Growth

The timing and rate of growth in Ridgway will continue to be influenced by market demand and supply, existing development patterns and entitlements, land supply, natural hazards and environmental constraints, regional pressures, and a variety of other factors. Other factors include established plans and policies, and the availability of infrastructure and services—each of which are discussed below:

Ridgway-Ouray County Intergovernmental Agreement

In 2002, the Town and Ouray County entered into an Intergovernmental Agreement (IGA), committing to collaborative efforts in managing growth in the unincorporated areas surrounding the Town. The IGA established formal growth boundaries (as defined in this chapter) and a Joint Area Planning Board to review land use requests. In accordance with the IGA, as amended, the Town and Ouray County work collaboratively to:

- Protect the community identities of the Town and Ouray County;
- Designate areas of urban development and direct growth to these areas;

- Preserve open lands, alpine lands, and agricultural uses around urban areas; and
- Consider unincorporated land for commercial development only when it complements the existing commercial lands in the Town.

Accomplishing these objectives means that the majority of new growth in Ouray County will be directed to Ridgway.

Ridgway Annexation Policy

The Town uses annexation policies and intergovernmental agreements, as adopted, as tools to effect good land-use planning and logical growth patterns. Requests for annexations into the Town will be considered with the following goals in mind:

- Annexation will not impose the cost of new development on existing town residents; and
- Annexation shall be undertaken with the goal of maintaining or improving existing public service levels in Ridgway. Services shall include all services provided by public entities including, but not limited to, water, sewer, police, administrative services, library, fire, ambulance, schools, public works, social services, recreation and other similar public functions.

All annexations shall conform to the Master Plan, and the criteria below.

Annexation Criteria

The Town will apply these general criteria to any annexation request to determine if it is appropriate for consideration.

1. All annexation requests shall be accompanied by a specific and binding overall land use development plan for the entire property to be annexed and proposed zoning. The Town may require a development plan to be submitted concurrent with the annexation request in accordance with applicable town regulations.
2. Land already receiving municipal services on a similar basis as existing municipal residents that adjoins the existing municipal boundary shall be considered a higher priority for annexation in comparison to lands where

municipal service levels are not in place or readily available.

3. Ridgway will consult with Ouray County to coordinate decision making on the appropriateness and advisability of land-use and annexation proposals within the Urban Growth Boundary (UGB). Ridgway will pursue mechanisms to foster reciprocation by Ouray County through the Intergovernmental Agreement (IGA) process.
4. The Town may require a cost/revenue analysis on each parcel proposed for annexation considering proposed future land use. This analysis shall also consider any potential degradation of existing service levels or increased cost of services to the existing community. On properties where it is shown that existing services will be diminished or cost of services will be increased, compensation shall be required that offsets these impacts over the long-term. Compensation may be in the form of fees, dedications or other exactions determined by the Town to compensate the community for long-term negative impacts.
5. Annexation priorities should focus on enclaves or peninsulas of non-municipal territory within or adjoining existing municipal boundaries. The purpose of annexing these areas is to regularize Town boundaries and municipal service areas.
6. Payment may be required for a fair portion of the costs of previously installed utilities that benefit a property proposed for annexation if the cost of the original installation of those utilities was borne by the Town.
7. The Town will require dedication of water rights or fees in lieu of dedication commensurate with future water demands on the property.
8. Remediation action, including performance guarantees, will be required to eliminate any existing conditions on property proposed for annexation that may adversely affect health safety or welfare or which constitute a nuisance or hazard to the public.
9. All new or existing onsite and off-site improvements necessary to serve a property

subject to annexation shall meet or be improved to town standards in association with annexation. These improvements may include but not be limited to water, sewer, drainage facilities, parks, trails, rights of way, roads, broadband, and similar improvements.

Annexations are also expected to contribute to advancing the availability of workforce and affordable housing in the Town.

10. Where the Town determines that certain lands in the area to be annexed are needed for public purposes, the Town may require that the land be dedicated for a period of years or that the land be dedicated to the Town or other public entities.
11. Where possible, the boundary lines of parcels intended for annexation shall be drawn along major topographic features, roadways, waterways or other similar barriers, which form a natural boundary line. If possible, annexations should include property for at least one lot depth to one side or the other of a street right-of-way.
12. Prior to annexation, the parties requesting annexation shall resolve any jurisdictional or municipal service problems arising from extension of municipal boundaries into special utility or service districts.
13. Applicants interested in pursuing annexation to the Town may be required to submit information (or to fund the development of information by a disinterested third party) beyond that specified under these criteria to make a comprehensive evaluation of the costs and benefits of annexation to the Town. This information may include, but shall not be limited to, geotechnical analysis, environmental studies, fiscal impact studies, statistical data, traffic studies, impact analyses on water, sewer, schools, recreation, emergency services, administrative services and similar topics.

Infrastructure and Services

The Town provides water, sewer, and stormwater services to most residents within Ridgway's municipal boundaries and plans for the incremental expansion of services within the Initial Growth

Boundary and Urban Growth Boundary. Most of the areas planned for future development on the Future Land Use Plan map do not have infrastructure and services in place today. For planning purposes, anticipated service needs are based on the uses and development intensities depicted on the Future Land Use map. In accordance with goals and policies in Part III of this Master Plan:

- Costs of extending or expanding Town infrastructure and services to support new development will be borne by the developer and not by the Town or residents;
- Provision of services and extensions of utilities to annexed lands shall be made in a cost-effective manner; and
- Extension of utilities will be planned and implemented so as to avoid "leap frog" development.

As a general policy, Ridgway will not extend services outside of municipal limits. If any services are to be extended beyond municipal boundaries, extra-territorial service agreements will be used to define the terms and conditions of the provision of such services. These agreements shall also include an obligation to annex to the Town in the future under specific terms and conditions. Additional information on service providers, power, and other utilities is provided in Appendix A: Community Profile.

Ridgway's Growth Boundaries

The following boundaries are used to manage growth outside the Town limits:

Initial Growth Boundary (IGB)

The IGB delineates the area within which the Town will encourage urban levels of development in the next ten to twenty years. The boundary includes areas that are contiguous to established parts of Ridgway that are already served by Town services, and to which utility extensions could logically and efficiently be provided. The purpose of the IGB is to support the community's desire to grow in an orderly, logical and sequential pattern outward from the existing town core. In general, urban levels of development outside the IGB would be considered premature until substantial development has occurred within the boundary.

Urban Growth Boundary (UGB)

The UGB—also referred to as the Urban Growth Management Area (UGMA)—establishes the long-term future municipal boundary for the Town. This boundary lies within Ouray County and outside the current municipal limits but its designation is not intended to motivate annexation or development. The UGB is intended to establish a boundary for future urban development and to make general land-use designations within that boundary to meet foreseeable future needs of the County and the Town—for example, by maintaining very low densities in these areas to preserve the land for future urban levels of development. To achieve this outcome, the county and Town will coordinate their planning efforts and land-use decision-making through specific intergovernmental agreement(s) (IGAs) that identify actions, responsibilities, jurisdictions and goals for the respective parties to the IGA.

Some areas outside the current municipal boundaries, but within the UGB may be subject to annexation before other areas because of their proximity to municipal limits, their proximity to existing infrastructure, compelling community benefits or other factors. These factors may lead the Town to enter into annexation discussions with landowners on a site-specific basis before the build-out threshold for undeveloped areas within the Town has been reached. Such discussions shall consider all factors related to identified municipal plans, goals and needs and shall not undermine the goals and policies of the Master Plan.

Ridgway Area of Influence (AOI)

The AOI is an area of unincorporated land outside the UGB that has been mutually designated by Ouray County and the Town. Any development or land use activity within the AOI boundary that will have impact upon the goals and purposes of the adopted IGA and which bears a relation to the planning of the area within the municipality, should, to the extent possible, be reviewed by Ouray County with participation by the Town in the review and recommendations. The AOI boundary constitutes the Town's three-mile limit as required by CRS 31-12-105.(1)(e)(I).

Future Land Use Plan

The Future Land Use Plan is a tool to guide the type, intensity, and location of future development within the Town and its various growth boundaries. It will be applied through day-to-day decision-making as a means to help implement a shared vision for the physical growth of the Town and portions of Ouray County. The Future Land Use Plan is intended to be used by Town staff, the Planning Commission, and the Town Council to:

- Help guide future rezoning and annexation requests;
- Inform future updates to existing zoning districts and development standards;
- Track the Town's overall capacity for future development;
- Inform infrastructure and facility planning; and
- Ensure future development is supportive of the community's vision.

The Future Land Use Plan is comprised of a map and the accompanying land use category descriptions that follow.

Rural Neighborhoods



Maximum Density/Height

0.1 to 1 du/ac; 2.5 stories

Primary Uses

Single-family homes

Supporting Uses

Agricultural and ranching uses, parks and recreational facilities, open space conservation

Characteristics

- Rural Neighborhoods are intended to preserve the rural character of areas within the UGB but outside of the Town core, or to mitigate the impacts of development in hazardous or environmentally-sensitive areas such as on steep slopes.
- Where existing, agricultural and ranching uses are encouraged to continue for as long as the property owner desires.
- Undeveloped areas may convert to parks or open space if acquired by the Town or land trust, or if protected through a conservation easement.
- Clustering of residential development is encouraged to preserve open land.

Single-Family Neighborhoods



Maximum Density/Height

2 to 8 du/ac; 2.5 stories

Primary Uses

Single-family homes and duplexes

Supporting Uses

Parks and recreational facilities, community gardens, and civic and government facilities. Accessory dwellings were permitted

Characteristics

- Single-Family Neighborhoods are made up primarily of single-family homes, with a small number of duplexes and smaller multi-family building mixed in, oftentimes near transitions between different land uses. Accessory dwelling units are encouraged where permitted.
- The neighborhoods should incorporate open space into the overall design to provide recreational opportunities to residents and/or preserve wildlife habitat or environmentally sensitive lands.
- While streets may not follow a grid pattern, connections to existing adjacent developments or areas should be provided for pedestrians and bicyclists to promote walkability.

Town Core Neighborhoods



Maximum Density/Height

6 to 12 du/ac; 3 stories

Primary Uses

Single-family homes, duplexes, and smaller multi-family residential uses

Supporting Uses

Professional offices and service businesses, limited retail, parks and recreational facilities, community gardens, civic and government facilities

Characteristics

- Town Core Neighborhoods are characterized by a gridded street pattern and alleys.
- Historic preservation and adaptive reuse of existing structures are a priority to maintain the historic character of this area. New development should respect the scale and character of existing development.
- While single-family homes and duplexes are the primary housing types found within these neighborhoods, they also support a range of higher density housing types such as townhomes and smaller multi-family buildings. Accessory dwelling units are encouraged where permitted.
- Office, service businesses, and retail uses are only allowed along Sherman Street. Such uses must appear “residential” to differentiate this section of Sherman Street from uses in the Town Core and maintain the character of the neighborhood.

Mixed Neighborhoods



Maximum Density/Height

12 to 18 du/ac; 3 stories

Primary Uses

Multifamily residential, townhomes, and duplexes

Supporting Uses

Other residential uses, small-scale retail or commercial services, parks and recreational facilities, community gardens, and civic and government facilities

Characteristics

- Mixed Neighborhoods provide for a range of housing types, particularly higher density types such as small multi-family buildings, quadplexes, triplexes, and townhomes.
- A range of supporting non-residential uses are also encouraged to provide services to residents of these and adjacent neighborhoods.

Town Core



Maximum Density/Height

12 to 18 du/ac; typically 3 stories or less, but may be taller in some instances

Primary Uses

A diverse mix of retail, restaurants, lodging, and professional offices

Supporting Uses

Civic and government facilities, parks and recreational facilities, and a range of residential uses

Characteristics

- The Town Core is the commercial heart of Ridgway with a unique historic character, pedestrian-oriented development pattern, and vibrant mix of uses, including those oriented towards the community and tourists.
- Historic preservation and adaptive reuse of existing structures are a priority to maintain the historic character of this area. New development should respect the character of existing development.
- Residential uses are encouraged as supporting uses, particularly in the stories above commercial uses or as standalone multifamily buildings, townhomes, or attached single-family housing.
- Sidewalks, public art, lighting, street trees, and other streetscape enhancements are encouraged to improve the walkability and experience of pedestrians.

Mixed Use Business



Maximum Density/Height

12 to 18 du/ac; typically 3 stories or less, but may be taller in some instances

Primary Uses

Retail stores, professional offices, commercial services, restaurants

Supporting Uses

Parks and recreational facilities, civic and government facilities, higher density residential uses, and alternative energy installations

Characteristics

- Mixed-Use Business areas are intended to support a range of commercial uses that serve residents and tourists.
- Developments within these areas are more auto-oriented than those found in the Town Core, but should still consider the needs of pedestrians and bicyclists in the overall design.
- Higher-density residential uses are encouraged, either above ground floor commercial uses or in standalone buildings, generally as part of a mixed-use development.

Employment



Maximum Density/Height

3 stories

Primary Uses

Light manufacturing and fabrication, professional offices

Supporting Uses

Storage and warehousing, wholesale retail, commercial services, alternative energy installations

Characteristics

- Employment areas are intended to serve the employment needs of Ridgway, and accommodate creative industries and other entrepreneurial pursuits.
- Higher intensity uses within these areas should mitigate impacts on adjacent residential neighborhoods.

Institutional



Maximum Density/Height

N/A

Primary Uses

Uses will vary depending on the facility and organization

Supporting Uses

Housing for institutional employees

Characteristics

- Includes current and future facilities owned and/or operated by the Town of Ridgway, Ouray County, Colorado Department of Transportation, Ridgway School District, San Miguel Power Authority, and other public or quasi-public institutions.

Parks & Natural Lands



Maximum Density/Height

N/A

Primary Uses

Parks and recreational facilities, undeveloped natural land, passive outdoor recreation, and agriculture.

Supporting Uses

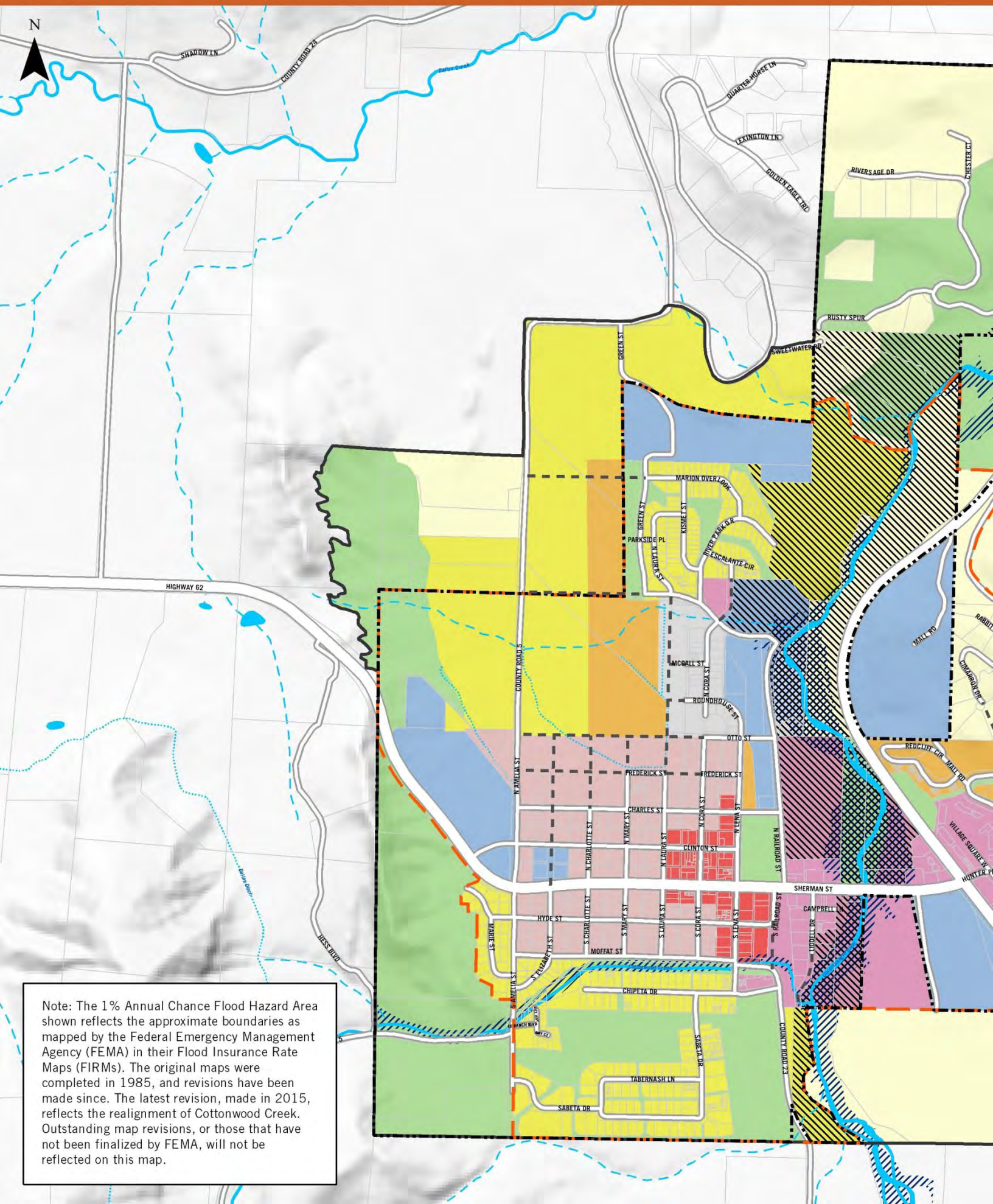
Civic and government facilities and infrastructure.

Characteristics

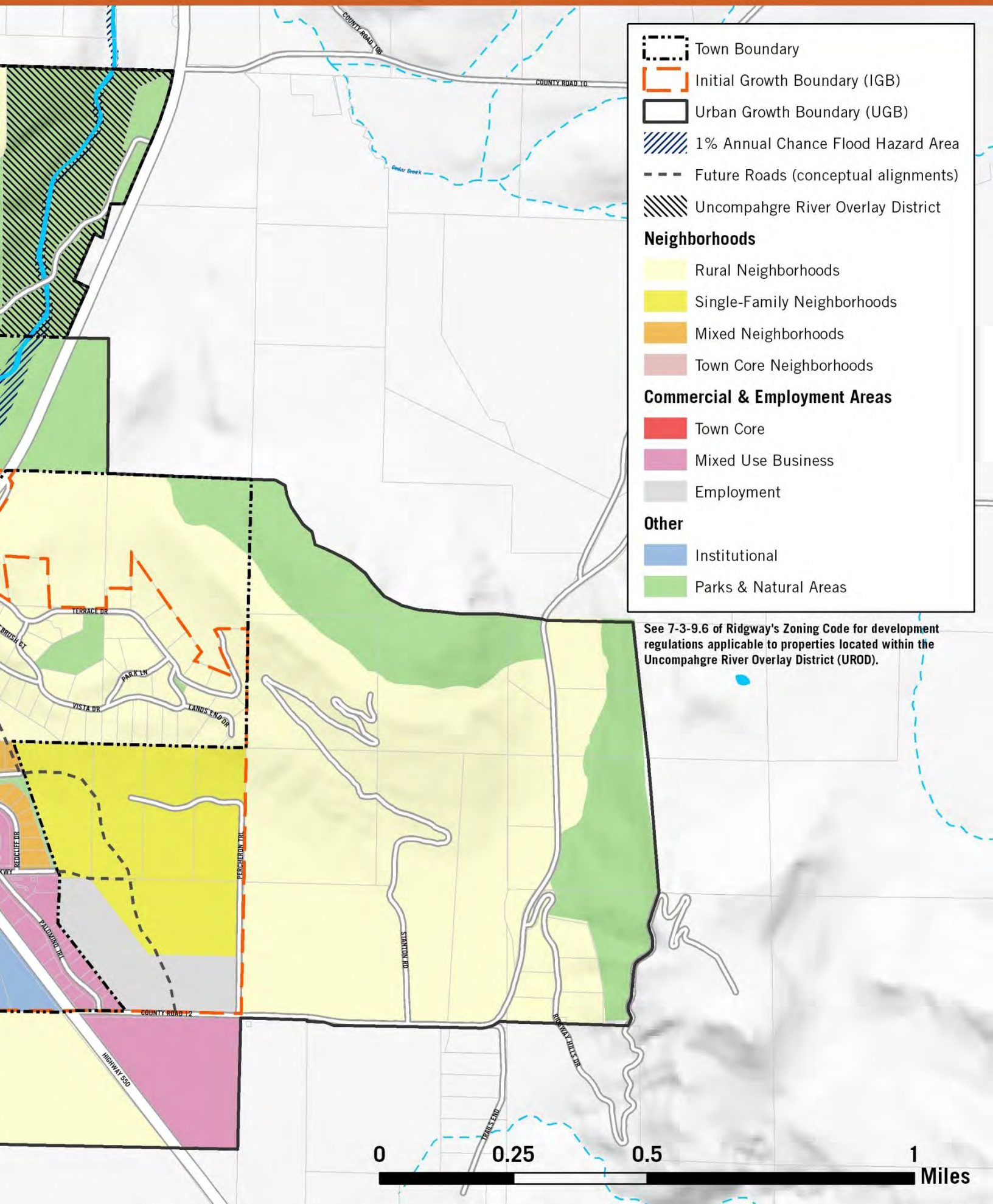
- Private and public green spaces, including active park lands, Homeowners' Association (HOA) open spaces, and private lands held in conservation easements.
- May include natural resources or environmentally sensitive areas, such as wildlife habitat and corridors, steep slopes, floodplains, or scenic vistas.

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Future Land Use Map - Town of Ridgway



Note: The 1% Annual Chance Flood Hazard Area shown reflects the approximate boundaries as mapped by the Federal Emergency Management Agency (FEMA) in their Flood Insurance Rate Maps (FIRMs). The original maps were completed in 1985, and revisions have been made since. The latest revision, made in 2015, reflects the realignment of Cottonwood Creek. Outstanding map revisions, or those that have not been finalized by FEMA, will not be reflected on this map.







PART V

ACTION PLAN

This chapter contains a comprehensive list of actions to help support the implementation of the Master Plan. It should be used as a tool to guide the preparation of annual Town Council strategic planning, Town department work programs, capital improvement planning, and the allocation of staff time and other Town resources. It should also be used as a reference for community partners interested in supporting plan implementation. Actions are organized by the five core values that serve as a framework for the Master Plan and the goals listed under each:

- Community Value 1: Healthy Natural Environment
- Community Value 2: Sense of Community and Inclusivity
- Community Value 3: Small Town Character and Identity
- Community Value 4: Vibrant and Balanced Economy
- Community Value 5: Well-Managed Growth

For each action listed, anticipated responsibilities, timing, and resources required are identified.

IMPLEMENTATION ACTIONS

Roles and Responsibilities

Town staff plays a critical role in helping to implement the Master Plan in the course of carrying out their regular duties. For each implementation action, the Town department responsible for leading the action and any supporting partners are listed. An overview of each department's regular duties is provided at right.

Timing

Anticipated timeframes for completion of the implementation actions are as follows:

- **Short-term:** to be initiated within 1-3 years of the Master Plan's adoption
- **Medium-term:** to be initiated within 4-7 years of the Master Plan's adoption
- **Long-term:** to be initiated within 8-10 years of the Master Plan's adoption
- **Ongoing:** actions implemented by Town staff that continue over time

Actions may be implemented sooner than the timeframes identified here if the opportunity to do so arises (e.g., staffing or grant funding becomes available) or as community priorities change over the 10 to 20 year Master Plan horizon. Shaded actions indicate those that are already underway not including ongoing actions.

Resources Required (RR)

The types of resources needed to implement each of the actions listed in this chapter are listed to inform preparation, planning, and budgeting for implementing the actions as well as to help Town staff and elected officials identify needs and gaps in the resources currently available. While the time commitment required for each action will vary, all actions will require Town staff time for completion or ongoing administration. Some of the actions (both those listed as ongoing, and those with shading)

DUTIES OF TOWN DEPARTMENTS

- **Town Manager:** The Town Manager serves as the legislative liaison for the Council overseeing the administration and management of the Town in accordance with the policies determined by the Town Council.
- **Town Clerk:** The Town Clerk's office provides administrative support to the Town Council and Planning Commission and is responsible for other administrative tasks that support the function of the Town government.
- **Marshal:** The Marshal's Office provides general law enforcement to maintain public peace and safety; protect life and property and prevent crime.
- **Community Development:** The Community Development department consists of Planning, Building, as well as the Main Street, Space to Create, and Creative District initiatives. Together these divisions are responsible for development, land use, code enforcement, building permit reviews, and economic vitality efforts.
- **Public Works:** The Public Works Department is responsible for the operation, maintenance, repair, and long-term planning of the Town's infrastructure. This includes parks, water, sewer, streets, and more.

build on Town initiatives and efforts that are already underway.

Other types of resources that may be required to carry out the actions listed include:

- **Regional Collaboration (RC).** Actions to be implemented in partnership with others in the region, such as Ouray County, the City of Ouray, the Chamber of Commerce, the Ridgway School District. In some cases, actions will be initiated by the Town. In other cases, actions

reflect ongoing partnerships or initiatives that the Town is already engaged in.

- **Funding (F).** Actions that will require funding through the Town's General Fund and/or Capital Improvement Plan (CIP). Others will require outside support or other specialized services (e.g., through grants or other funding sources) to supplement staff time and expertise.
- **Public (P).** Actions that may include significant interaction with the public, workshops with Town Council/Planning Commission and/or the public, reviewing and adopting ordinances, public meetings, and other time from elected and appointed officials.

Community Value 1: Healthy Natural Environment

ACTION ITEM	RESPONSIBILITY	TIMING (RR)
GOAL ENV-1: Preserve, protect, and restore natural habitats, including for wildlife and ecosystems.		
Action ENV-1a: Expand and maintain the Town's collection of GIS data related to the natural environment and wildlife, including habitat and migration corridors.	Lead: Community Development Partners: Colorado Parks and Wildlife, Colorado Natural Heritage Program	Short-term (F)
Action ENV-1b: Prioritize the conservation and preservation of community valued natural resources such as environmentally sensitive areas, view and wildlife corridors, riparian areas and wetlands, river corridor, natural filtration and storm water drainage areas.	Lead: Community Development Partners: Public Works, Ouray County, Colorado Parks and Wildlife, Community Partners	Ongoing (RC,F)
Action ENV-1c: Work with Land Trust organizations and other partners to identify opportunities for land preservation.	Lead: Community Development Partners: Ouray County, Land Trusts, private property owners	Ongoing (RC)
Action ENV-1d: Continue noxious weed management that balances the community's desires with available Town resources.	Lead: Public Works Partners: Ouray County, Uncompahgre Watershed Partnership	Ongoing (F,RC)
GOAL ENV-2: Strengthen the Uncompahgre River corridor as a community asset and environmental resource.		
Action ENV-2a: Coordinate with regional partners to identify and pursue sources of funding for the completion of the Uncompahgre RiverWay Trail from Montrose to Ouray.	Lead: Administration Partners: Ouray County, City of Ouray, Montrose County, City of Montrose, private property owners, CDOT	Long-term (RC)
Action ENV-2b: Continue to acquire property or easements along the Uncompahgre River using, among other strategies: <ul style="list-style-type: none"> • Fee simple purchases; • Options to buy or rights of first refusal; • Land exchanges; • Donations; • Dedications; and • Partnerships with land trusts. 	Lead: Administration Partners: Public Works, Town Council, private property owners	Ongoing (F,P,RC)
GOAL ENV-3: Proactively manage and protect Ridgway's water resources.		
Action ENV-3a: Complete water supply analysis to better understand available water resources. Pursue identified priority opportunities.	Lead: Administration Partners: Public Works	Short-term (F)

ACTION ITEM	RESPONSIBILITY	TIMING (RR)
Action ENV-3b: Work with Ouray County to regulate uses or activities allowed within or adjacent to the Town's Source Water Protection Area to reduce the risk of pollution or other contaminants entering the Town's water supply and ensure the Town has access as needed.	Lead: Community Development Partners: Public Works, Ouray County, US Forest Service, private property owners	Short-term (RC)
Action ENV-3c: Update the Town's landscaping regulations to require low water usage landscaping or xeriscaping.	Lead: Community Development Partners: Public Works, Planning Commission	Short-term (F,P)
Action ENV-3d: Create and implement a master stormwater plan for the entire Town. Codify and or create standards and specifications for stormwater mitigation requirements for new development.	Lead: Public Works Partners: Private Property Owners, Developers	Short-term (P,F)
Action ENV-3e: Research and explore water conservation opportunities in follow up to the 2018 adoption of the Water Management and Conservation Plan and water rate increases. Codify regulations as appropriate.	Lead: Public Works	Short-term (P,F)
Action ENV-3f: Update regulations for shared utility taps and shared water meters.	Lead: Public Works	Short-term (P)
Action ENV-3g: Develop and roll out regulations to require and maintain grease traps to prevent sewer backups and facilitate the water treatment process.	Lead: Public Works Partners: Community Development	Short-term (P)
Action ENV-3h: Provide the public with information on best practices for reducing stormwater pollution.	Lead: Public Works Partners: Community Development, Community Partners	Medium-term
Action ENV-3i: Conduct a study on the Town's water system to identify and repair leaks or other issues that result in water being lost as it travels from the headgate to customers.	Lead: Public Works	Medium-term (F)
Action ENV-3j: Improve water quality by incorporating functional green infrastructure into the Town's stormwater drainage system where practical.	Lead: Public Works	Ongoing (F, P)
Action ENV-3k: Monitor the use of the Town's water resources and regularly report usage statistics to the public. Reports should compare usage/demand to available supplies.	Lead: Public Works Partners: Clerk's Office	Ongoing
Action ENV-3l: Regularly review the Town's water rate structure to ensure rates promote water conservation.	Lead: Public Works Partners: Administration, Town Council	Ongoing (P)

ACTION ITEM	RESPONSIBILITY	TIMING (RR)
Goal ENV-4: Advocate for the efficient use of resources and sustainable practices that work to eliminate harmful impacts to the health of the community or natural environment.		
Action ENV-4a: Update building codes and conduct outreach to the development community.	Lead: Community Development Partners: Planning Commission, community stakeholders	Short-term (P)
Action ENV-4b: Share radon mitigation information with the building community by disseminating information via training and electronic media.	Lead: Community Development Partners: Builders, Designers	Short-term
Action ENV-4c: Convert street lights where appropriate to LEDs.	Lead: Public Works Partners: SMPA	Long-term (F)
Action ENV-4d: Work to get more electric vehicle charging stations and encourage the use of alternative fuel vehicles.	Lead: Public Works Partners: SMPA, State of Colorado	Long-term (F)
Action ENV-4e: Support regional efforts to reduce greenhouse gas emissions and regional sustainability.	Lead: Public Works Partners: Community Development, regional and local governments, SMPA, Sneffels Energy Board	Ongoing (RC)
Action ENV-4f: Continue to protect our dark skies as a valuable community resource.	Lead: Community Development Partners: Planning Commission, Community Partners	Ongoing (P)
GOAL ENV-5: Maintain a healthy and resilient community forest.		
Action ENV-5a: Work to create a sustainable and reliable water supply in Cottonwood Creek.	Lead: Public Works	Short-term (F)
Action ENV-5b: Consider a tree ordinance that addresses the management, maintenance, protection, and/or replacement of trees.	Lead: Public Works Partners: Parks, Trails and Open Space Committee	Short-term (P)
Action ENV-5c: Continue to implement Ridgway's Community Forest Management Plan. Update the plan as needed.	Lead: Public Works Partners: Parks, Trails and Open Space Committee, Community Development, Colorado State University Forest Service	Ongoing (F)
Action ENV-5d: Support the Parks, Trails and Open Space Committee in their efforts toward monitoring and protecting Ridgway's community forest.	Lead: Public Works	Ongoing

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Community Value 2: Sense of Community & Inclusivity

ACTION ITEM	RESPONSIBILITY	TIMING (RR)
Goal COM-1: Maintain Ridgway as a community that is accessible to a range of income levels, ages, and households.		
Action COM-1a: Continue to plan, design, and construct Ridgway Space to Create to provide long-term affordable and workforce housing in Ridgway's downtown, in conjunction with State, regional, and local entities.	Lead: Administration, Community Development Partners: Space to Create Colorado, ArtSpace, DOLA, Town Council, regional partners	Short-term (F,P,RC)
Action COM-1b: Update Planned Unit Development Regulations to require community benefits—such as, but not limited to— the dedication of a portion of planned units to affordable or workforce housing.	Lead: Community Development Partners: Planning Commission, Town Council, private property owners, developers	Short-term (P)
Action COM-1c: Update the Ridgway Municipal Code to promote housing affordability (i.e.: reducing lot size requirements, increasing allowed densities, and reducing parking requirements).	Lead: Community Development Partners: Planning Commission	Short-term (P,F)
Action COM-1d: Develop and consider adopting a policy on deed restriction language for affordable units.	Lead: Community Development Partners: Planning Commission	Short-term (P)
Action COM-1e: Explore and pursue a variety of mechanisms to help fund affordable housing, including but not limited to: residential and commercial linkage policies that require paying a fee, constructing units, or other contributions to housing affordability for new development; real estate transfer tax (RETT); ¹ use tax; lodging and occupancy taxes; dedication of a portion of marijuana tax revenue; and/or a potential mill levy.	Lead: Administration Partners: Community Development, Town Council, City of Ouray, Ouray County	Short-term (RC,P)
Action COM-1f: Develop and adopt guidelines or standards for universal design that encourage the use of design features or strategies that create housing that is usable by all people, particularly those with limited mobility.	Lead: Community Development Partners: Planning Commission, Community Partners	Medium-term (P)

¹ See COM-1k. The use of Real Estate Transfer Taxes (RETT) is currently restricted and would require changes at the state level.

ACTION ITEM	RESPONSIBILITY	TIMING (RR)
Action COM-1g: Provide development incentives, such as density bonuses, fee waivers, or others as appropriate, to encourage the construction of a variety housing sizes, types and prices.	Lead: Community Development Partners: Planning Commission, Town Council	Medium-term (P,F)
Action COM-1h: Explore, in collaboration with Ouray County, the potential to allow for the construction of affordable and/or workforce housing in targeted areas outside the Urban Growth Boundary, provided it meets certain locational criteria and other provisions of the IGA, as adopted, if such an opportunity presents itself.	Lead: Administration Partners: Community Development, Town Council, Ouray County	Long-term (RC)
Action COM-1i: Track the location of deed restricted and other workforce housing in the community, including any units that are income restricted and their affordability expiration date. When units are set to expire, implement partnerships with the non-profit and private sectors to preserve the affordability of the unit.	Lead: Community Development Partners: Administration, Town Council, Community Partners	Ongoing
Action COM-1j: Apply for state funds and make residents aware of affordable housing resources, including but not limited to the State of Colorado Division of Housing and Community Development Block Grant Rehabilitation and Down-Payment Assistance programs through the Delta Housing Authority. ²	Lead: Community Development Partners: Regional Housing Authorities, Ouray County	Ongoing
Action COM-1k: Collaborate with other jurisdictions in the region to inform state leadership (legislators and governor) of the significantly limited resources in the region and the need to develop state-level legislative solutions, such as removing existing restrictions on the use of real estate transfer tax (RETT) and/or removing rent control restrictions in state statute and funding a state trust fund.	Lead: Administration Partners: Town Council, Ouray County, City of Ouray, Region 10	Ongoing (RC,P)
Action COM-1l: Communicate the challenges, opportunities, and efforts regarding affordable and workforce housing in a positive and consistent manner.	Lead: Community Development Partners: Town Council, Planning Commission, all Town Departments, Community Partners	Ongoing

² The Delta Housing Authority offers a range of programs and resources to Ridgway and other Western Slope communities without dedicated Housing Authorities.

ACTION ITEM	RESPONSIBILITY	TIMING (RR)
Action COM-1m: Continue to collaborate with Ouray County and the City of Ouray on affordable housing, including establishing a goal for the creation of affordable housing units in the next 10 years.	Lead: Town Council Partners: Community Development, City of Ouray, Ouray County	Ongoing (RC)
Goal COM-2: Encourage a diversity of housing options that meet the needs of residents.		
Action COM-2a: 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.	Lead: Community Development Partners: Planning Commission	Short-term (P,F)
Action COM-2b: 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.	Lead: Community Development Partners: Planning Commission	Short-term (P,F)
Action COM-2c: Study recent innovations in modular home and small home construction and revise land use and building codes to allow in appropriate locations.	Lead: Community Development Partners: Planning Commission, Community Partners	Short-term (P)
Action COM-2d: Consider incorporating housing in future public building and facilities.	Lead: Administration Partners: Ridgway School District, Ouray County	Medium-term (RC)
Action COM-2e: Collaborate with regional partners to develop affordable housing units such as Habitat for Humanity of the San Juans.	Lead: Community Development Partners: Habitat for Humanity of the San Juans, Ouray County, Ridgway School District	Ongoing (RC,F,P)
Goal COM-3: Encourage citizen participation and dialogue with elected and appointed officials and town administration in order to foster broad-based representation and input for all local government decisions.		
Action COM-3a: Increase outreach on municipal elections with reminders, absentee ballot option, banners, among other efforts.	Lead: Clerk's Office Partners: Town Council	Ongoing
Action COM-3b: Expand community outreach and information sharing efforts.	Lead: Clerk's Office Partners: Town Council	Ongoing
Goal COM-4: Strive to be a model for transparency, efficiency, and good governance.		
Action COM-4a: Expand efforts on official record and electronic file organization.	Lead: Clerk's Office Partners: All Departments	Short-term
Action COM-4b: Acquire and utilize a new integrated software system for the Marshal's Office.	Lead: Marshal's Office	Short-term (F)

ACTION ITEM	RESPONSIBILITY	TIMING (RR)
Action COM-4c: Develop clear roles, expectations and guidelines for all Town volunteer groups and committees.	Lead: Community Development Partners: All Departments	Medium-term
Action COM-4d: Create and maintain succession plans for all Town Hall positions and standard operating procedures.	Lead: Administration Partners: All Departments	Medium-term
Action COM-4e: Include a progress report detailing implementation of the Master Plan as part of the annual strategic planning, capital improvement planning and budgeting process.	Lead: Administration Partners: All Town Departments	Ongoing
Action COM-4f: Continue to provide opportunities for residents to participate and provide feedback during applicable study and planning processes.	Lead: All Departments	Ongoing
Action COM-4g: Periodically review and update fee schedules for all of Town services, applications, fees, etc.	Lead: Administration Partners: All Departments	Ongoing (P)
Action COM-4h: Continue to evaluate and prioritize the annual Capital Outlay and the 5- and 10-year Capital Improvements Plan as part of the yearly budgeting process.	Lead: Administration Partners: Town Council, All Departments	Ongoing (F,P)
Goal COM-5: Encourage a range of health, human, youth, senior and other community services in Ridgway.		
Action COM-5a: In collaboration with local and regional organizations, seek to support the expansion of programming and community spaces for youth in the community, focusing in particular on evening programs, weekend programs, programs serving teens, and programs serving infants and toddlers.	Lead: Community Development Partners: Community Partners, Ridgway School District	Medium-term (RC)
Action COM-5b: Assess community needs related to seniors and an aging community and identify gaps in existing programs and services that Town services could address. Develop and implement an action plan to address gaps or other identified priorities.	Lead: Community Development Partners: Region 10, Ouray County, Community Partners	Long-term (F,RC)
Action COM-5c: Explore opportunities for mental health support and outreach.	Lead: Marshal's Office, Ridgway School District, Ouray County	Ongoing (F,RC)
Goal COM-6: Support education and lifelong learning in our community.		
Action COM-6a: Develop a "Local Government 101" presentation or series of presentations which introduce residents to the basic functions, services, and responsibilities of the Town of Ridgway and inspire participation in local government, particularly among those who might be interested in running for Town Council or joining a Town board or commission.	Lead: Clerk's Office Partners: All Town Departments	Short-term

ACTION ITEM	RESPONSIBILITY	TIMING (RR)
Goal COM-7: Provide public safety and emergency response services to engage and protect the community.		
Action COM-7a: Develop a set of metrics for the Marshal's Office, including call response times, to help track performance over time, and to understand when additional deputies or other staff may be needed to meet the needs of Ridgway as the community grows.	Lead: Marshal's Office Partners: Administration, Clerk's Office	Short-term
Action COM-7b: Monitor and improve traffic calming initiatives.	Lead: Marshal's Office	Short-term (F)
Action COM-7c: Develop and maintain a local emergency response and management plan, as well as a plan for the continuation of government operations during and following an emergency event.	Lead: Administration Partners: All Departments, Ouray County, City of Ouray, Ridgway School District, Community Partners	Short-term (RC)
Action COM-7d: Explore the feasibility and desirability of implementing new approaches to policing and community safety.	Lead: Marshal's Office Partners: Administration	Long-term (F,P)
Action COM-7e: Engage the community in identifying solutions for community identified public safety issues such as traffic, parking, bears, leashes, puffing, etc.	Lead: Marshal's Office Partners: Town Council	Ongoing (P)
Action COM-7f: Continue to participate, organize, and/or facilitate regional law enforcement trainings.	Lead: Marshal's Office	Ongoing (RC)

Community Value 3: Small Town Character & Identity

ACTION ITEMS	RESPONSIBILITY	TIMING (RR)
Goal CHR-1: Support vibrant, diverse, safe, and well-connected neighborhoods.		
Action CHR-1a: Consider updating the Single Family Home Design Standards for residential infill and redevelopment to protect the character of these areas.	Lead: Community Development Partners: Planning Commission, Ouray County Historical Society	Short-term (P)
Action CHR-1b: Work to prioritize, plan and construct a pedestrian and bicyclist underpass/overpass across Highway 550.	Lead: Administration Partners: CDOT, GVTPR, community partners, BLM, CPW, private property owners	Medium-term (RC,F,P)
Action CHR-1c: Review and update as needed the Town's subdivision regulations to ensure connectivity and public infrastructure requirements are aligned with the goals and policies of the Master Plan.	Lead: Community Development Partners: Planning Commission	Medium-term (P)
Action CHR-1d: Address gaps or missing links in the town's bicycle and pedestrian network.	Lead: Public Works Partners: Community Development	Ongoing (F)
Goal CHR-2: Protect and preserve Ridgway's historic assets.		
Action CHR-2a: Conduct a historic resources inventory to understand the location, distribution, and condition of historic resources in the community.	Lead: Community Development Partners: Ouray County, Ouray County Historical Society, State Historical Fund/History Colorado, Planning Commission, Colorado Main Street/DOLA	Medium-term (RC,F)
Action CHR-2b: Continue to explore the feasibility of becoming a Certified Local Government.	Lead: Community Development Partners: Town Council, History Colorado, Colorado Main Street/DOLA	Medium-term
Action CHR-2c: Create, distribute and promote educational or promotional materials that highlight historic resources.	Lead: Community Development	Medium-term
Goal CHR-3: Promote Ridgway's identity as a ranching and agricultural community and preserve the rural character of landscapes surrounding Ridgway.		
Action CHR-3a: Revise subdivision regulations and/or PUD regulations to encourage the retention of agricultural land or the incorporation of small-scale urban agriculture as community benefits where appropriate or desirable.	Lead: Community Development Partners: Planning Commission, Ouray County Right to Farm Board	Short-term (P)

ACTION ITEMS	RESPONSIBILITY	TIMING (RR)
Action CHR-3b: Provide information to residents and visitors about ranching activities that periodically occur in and around Town, such as cattle drives, and how they can safely view such activities without creating hindrances to ranchers.	Lead: Clerk's Office Partners: Ouray County Right to Farm Board, Ouray County Ranch History Museum	Short-term
Action CHR-3c: Continue to honor our ranching heritage through the Creative District Program.	Lead: Community Development Partners: Community partners	Ongoing (RC,P)
Action CHR-3d: Continue to support events and activities such as the Ouray County Fair and Rodeo, 4-H programs, Skijoring competitions, and others that celebrate and help educate and inspire others about Ridgway's ranching heritage.	Lead: All Town Departments Partners: Community partners	Ongoing (F)
Action CHR-3e: Maintain IGA with the County to continue to protect surrounding rural lands.	Lead: Community Development Partners: Planning Commission, Ouray County	Ongoing (RC,P)
Action CHR-3f: Continue to collaborate with neighboring ranching and agricultural operations to facilitate their interface with the town.	Lead: Community Development Partners: Planning Commission, Ouray County, Community partners	Ongoing
Action CHR-3g: Consider annexing land for conservation and/or recreational purposes, should the opportunity arise.	Lead: Administration Partners: Community Development	Ongoing
Goal CHR-4: Promote Ridgway's identity as a creative and innovative community where creative individuals and enterprises thrive.		
Action CHR-4a: Continue to engage in creative placemaking that increases the vibrancy and quality of life for residents and visitors to town.	Lead: Community Development Partners: Public Works, PARC	Short-term (F)
Action CHR-4b: Continue to plan, design, and construct and activate spaces within the Ridgway Space to Create development that support Ridgway's creative individuals and enterprises.	Lead: Administration, Community Development Partners: Space to Create, ArtSpace, DOLA, Town Council, regional partners	Short-term (F, P, RC)
Action CHR-4c: Explore opportunities to activate underutilized spaces or buildings, with a particular emphasis on those in the Historic Town Core.	Lead: Community Development Partners: Ridgway Area Chamber of Commerce, Property owners	Medium-term (F)
Action CHR-4d: Generate promotional pieces that communicate the Ridgway Creative District's and Main Street Program's value to the community, objectives, and invite potential partnerships and collaboration.	Lead: Community Development Partners: Creative community, businesses, Ridgway Area Chamber of Commerce	Ongoing

ACTION ITEMS	RESPONSIBILITY	TIMING (RR)
Action CHR-4e: Cultivate activities with Creative District partners and collaborators that benefit the creative sector, encourage innovation, and increase the vitality of the community and economy.	Lead: Community Development Partners: RCD partners and collaborators	Ongoing (F)
Action CHR-4f: Continue to strengthen communication between the Creative District, the community, and District collaborators about the purposes and activities of the Creative District and the evolving priorities of the community for the District.	Lead: Community Development Partners: Creative District partners and collaborators	Ongoing (F)
Action CHR-4g: Take the lead on RCD and Main Street initiatives until such time as organizational capacity builds and other nonprofits can take on responsibility and budgeting for these initiatives.	Lead: Community Development	Ongoing (F)
Goal CHR-5: Promote a range of opportunities and spaces for community gatherings and interactions.		
This goal will be implemented through the application of accompanying policies.		
Goal CHR-6: Maintain and enhance Ridgway's gateways, entry-corridors, and scenic vistas.		
Action CHR-6a: Develop a gateway concept plan for Heritage Park, to address gaps left by departure of Railroad Museum assets, including funding options, and implementation phases.	Lead: Community Development Partners: Ridgway Area Chamber of Commerce, CO Main Street/DOLA, CO Tourism Office, Community partners	Short-term (F,P)
Action CHR-6b: Examine each community gateway to determine any defining features or characteristics that should be protected or considered when reviewing development applications in these areas.	Lead: Community Development Partners: Public Works	Long-term
Action CHR-6c: Revise the Town's zoning and development regulations to ensure new development or redevelopment preserves the existing or desired character of gateways.	Lead: Community Development Partners: Planning Commission	Long-term (P,F)
Goal CHR-7: Develop an interconnected system of parks, trails, open space, and recreational facilities that meets the needs of Ridgway's residents and visitors.		
Action CHR-7a: Work with local, regional, state, and federal partners to promote recreational amenities within the Town and throughout Ouray County, including the collaborative development of outreach materials and mapping.	Lead: Public Works Partners: Community Development, Ouray County, City of Ouray, Chamber of Commerce	Short-term (RC)
Action CHR-7b: Identify and work to address needed trail linkages and recreation paths that would expand access to existing and future parks, open spaces, public facilities and schools within the Town.	Lead: Public Works Partners: Community Development	Short-term (F,P)

ACTION ITEMS	RESPONSIBILITY	TIMING (RR)
Action CHR-7c: Continue to work with the community to develop the Green Street Park plan, including the community garden.	Lead: Public Works Partners: Ridgway Community Garden, Parks, Trail and Open Space Committee	Short-term (F)
Action CHR-7d: Improve trails in Cottonwood Park.	Lead: Public Works	Short-term (F)
Action CHR-7e: Replace picnic tables town-wide in parks.	Lead: Public Works	Short-term (F)
Action CHR-7f: Create multi-purpose tennis and pickleball courts in the Athletic Park.	Lead: Public Works Partners: Ridgway Pickleball Club	Short-term (F)
Action CHR-7g: Identify opportunities for volunteers to take part in the care and management of the Town's parks such as an "Adopt a Park" program.	Lead: Public Works Partners: Administration, Community Partners, Parks, Trails and Open Space Committee	Medium-term
Action CHR-7h: Adopt development regulations that address the long-term management and financing of new parks, trails, open spaces and facilities, including but not limited to the acquisition and/or dedication of irrigation and water rights when possible and feasible.	Lead: Administration Partners: Public Works, Community Development, Town Council	Long-term (P)
Action CHR-7i: Establish and codify requirements for developing parks, trails, open spaces and amenities to ensure community spaces are compatible, appropriate, connected and have a plan for long-term maintenance.	Lead: Public Works Partners: Community Development, Parks, Trails and Open Space Committee	Long-term (P)
Action CHR-7j: Explore the feasibility of forming a regional recreation district or similar special district with the City of Ouray and Ouray County.	Lead: Administration Partners: Public Works, City of Ouray, Ouray County	Long-term (RC,P)
Action CHR-7k: Analyze current use and demand for recreational facilities and amenities and identify priority projects.	Lead: Public Works Partners: Parks, Trails and Open Space Committee, Community Development, Town Council	Long-term (P)
Action CHR-7l: Provide continuing education and training of parks staff to assess and care for existing flora and trees in public parks for health and longevity, and plant new flora and trees accordingly to ensure long - term growth and healthy canopies.	Lead: Public Works	Ongoing (F)
Action CHR-7m: Continue to pursue outside funding, including grant opportunities, to supplement efforts for the acquisition, development, and maintenance of desired parks and recreation facilities and amenities.	Lead: Administration Partners: Public Works	Ongoing

Community Value 4: Vibrant & Balanced Economy

ACTION ITEM	RESPONSIBILITY	TIMING (RR)
Goal ECO-1: Create a vibrant, diverse, and sustainable year-round local economy that reflects Ridgway's social fabric, values, and character.		
Action ECO-1a: Update zoning regulations to support the implementation of broadband access in all new developments.	Lead: Community Development Partners: Planning Commission	Short-term
Action ECO-1b: Continue to engage marketing partners in local government conversations, meetings and planning relative to sustainable tourism and shoulder season efforts, economic development, and supporting small businesses.	Lead: Community Development Partners: Ridgway Area Chamber of Commerce, Ouray Tourism Office, OEDIT	Medium-term (RC)
Action ECO-1c: Encourage innovative small business development and an entrepreneurship culture.	Lead: Community Development Partners: CO Main Street, OEDIT, Proximity Space, Southwest Innovation Corridor, School District	Medium-term (RC,F)
Action ECO-1d: Encourage entrepreneurial and learning opportunities for creative individuals and businesses so that they can economically thrive and continue to live in town.	Lead: Community Development Partners: OEDIT/CCI, Small Business Development Center	Ongoing (RC,F)
Action ECO-1e: Continue to improve a system to track the impact of Creative District and Main Street programs on town-wide revenues.	Lead: Clerk's Office Partners: Community Development	Ongoing
Action ECO-1f: Continue to collaborate with Region 10 on its Broadband Project on efforts to provide affordable access to broadband, including completion and management of a Carrier Neutral Location in Town and key linkage to anchor institutions. Encourage providers to complete last mile infrastructure.	Lead: Public Works Partners: Administration, ClearNetworkx, Deeply-Digital	Ongoing (RC)
Goal ECO-2: Support the retention and expansion of local businesses.		
Action ECO-2a: Continue to assess the value of establishing a system for business licensing to better track business retention, transitions, and closures, implementing this as indicated.	Lead: Community Development Partners: Clerk's Office, Chamber of Commerce, Businesses	Short-term
Action ECO-2b: Strengthen the Town zoning code to support industrial and commercial uses in appropriate zones.	Lead: Community Development Partners: Planning Commission	Short-term (P)

ACTION ITEM	RESPONSIBILITY	TIMING (RR)
Action ECO-2c: Engage the business community to review development regulations as they apply to light industrial development in future locations.	Lead: Community Development Partners: Public Works, Light Industrial businesses	Long-term (P)
Action ECO-2d: Engage local businesses and employers to better understand and respond to local economic conditions, space needs, or similar issues.	Lead: Community Development Partners: Chamber of Commerce	Ongoing
Goal ECO-3: Balance the need to preserve quality of life for residents with the needs of tourists and visitors.		
Action ECO-3a: Work with the community to identify mechanisms to improve food accessibility.	Lead: Community Development Partners: Community partners	Medium-term (RC)
Action ECO-3b: Identify gaps in the local economy envisioned to meet the needs of local residents.	Lead: Community Development Partners: Chamber of Commerce	Ongoing (F)
Action ECO-3c: Incorporate creative and innovative approaches to community improvements to engage visitors in a way that also meets the needs of the community.	Lead: Community Development Partners: Chamber of Commerce	Ongoing (F)

Community Value 5: Well- Managed Growth

ACTION ITEM	RESPONSIBILITY	TIMING (RR)
Goal GRO-1: Manage growth and development in order to maintain Ridgway's small town character, support a diverse community, and create employment opportunities.		
Action GRO-1a: Update the Town's zoning code and map, as needed, to align with the Master Plan.	Lead: Community Development Partners: Planning Commission, Town Council	Short-term (P,F)
Action GRO-1b: Evaluate the desirability of creating an incentive system whereby developers and property owners are given density, height, or other bonuses in exchange for community benefits, such as affordable housing. Codify the incentive system if found desirable.	Lead: Community Development Partners: Planning Commission, Town Council	Short-term (P)
Action GRO-1c: Review and update the Town's Planned Unit Development and Subdivision Regulations to ensure economic impacts, service demands, compatibility, connectivity, and community enhancements are considered, and to ensure both support the vision and goals of this Master Plan.	Lead: Community Development Partners: Planning Commission, Town Council	Medium-term (P,F)
Action GRO-1d: Consider revising the Commercial Design Guidelines to provide clearer guidance on design related issues, such as transitions between incompatible land uses or development densities. Codify applicable guidelines where desired.	Lead: Community Development Partners: Planning Commission	Long-term (P)
Action GRO-1e: In collaboration with Ouray County, periodically review and update, as needed, the Town's IGA with the County to ensure it supports the vision and goals of this Master Plan.	Lead: Community Development Partners: Town Council, Ouray County	Ongoing (RC,P)
Action GRO-1f: Continue to monitor development activity and trends in Ridgway to evaluate how well new growth is meeting the community's vision as set forth in this Master Plan. Consider amendments to the Master Plan or the addition of new implementation actions if needed.	Lead: Community Development Partners: Clerk's Office	Ongoing
Action GRO-1g: Track the location and uses allowed on vacant parcels in the community to ensure Ridgway maintains a land supply adequate to meet its future housing, employment, and commercial needs.	Lead: Community Development	Ongoing (F)

ACTION ITEM	RESPONSIBILITY	TIMING (RR)
Goal GRO-2: Ensure public infrastructure, utilities, facilities, and services are sufficient to meet the needs of residents and businesses as the town grows.		
Action GRO-2a: Develop operational plans for all infrastructure systems in Ridgway detailing the Town's intended approach to maintenance, operation, and expansion of systems and facilities over time.	Lead: Public Works	Short-term
Action GRO-2b: Review and update the Town code's regulations regarding adequate water supply for new development.	Lead: Public Works Partners: Community Development	Short-term (P)
Action GRO-2c: Develop and maintain the water and sewer utility systems GIS database.	Lead: Public Works	Short-term (F)
Action GRO-2d: Pursue IGAs with other local districts or agencies as may be appropriate to assure that new development does not burden their service delivery capacities or place additional costs on existing residents.	Lead: Public Works Partners: Administration	Ongoing (RC)
Action GRO-2e: Pursue potential funding/revenue sources to support the incremental expansion of the Town's Water and Wastewater System.	Lead: Public Works Partners: Administration	Ongoing
Action GRO-2f: Regularly monitor existing infrastructure and ensure that improvements needed to maintain Town systems are appropriately conveyed, budgeted and completed. Establish regulations as needed to protect town infrastructure.	Lead: Public Works Partners: Community Development	Ongoing (F)
Action GRO-2g: Monitor available infrastructure capacity in the context of growth trends, particularly at the Town's water and wastewater treatment facilities, to understand how much residential and non-residential development could be accommodated and when upgrades might be needed.	Lead: Public Works Partners: Community Development	Ongoing (F)
Goal GRO-3: Proactively mitigate natural and human-made hazards and plan for a resilient community.		
Action GRO-3a: Identify and secure a secondary interconnection for any interruption in the Town's water supply.	Lead: Administration	Short-term (F)
Action GRO-3b: Define "steep slopes" in the development code, and develop regulations that detail the conditions and performance standards under which such development may be evaluated.	Lead: Community Development Partners: Planning Commission	Long-term (P)

ACTION ITEM	RESPONSIBILITY	TIMING (RR)
Action GRO-3c: Work with area partners to implement and update local, regional or statewide hazard mitigation planning efforts, as adopted.	Lead: Administration Partners: Ouray County, All Departments	Long-term (RC,F)
Action GRO-3d: Maintain a contingency plan in case of an emergency that threatens or disrupts the community water supply.	Lead: Administration Partners: Public Works	Ongoing (P,F, RC)
Action GRO-3e: Continue to evaluate Town infrastructure and critical facilities to determine what values are at risk from hazards. Identify opportunities to introduce redundancies into infrastructure systems.	Lead: Public Works Partners: San Miguel Power Association, Ouray County, CDOT, Black Hills Energy	Ongoing (RC)
Action GRO-3f: Work with FEMA and Ouray County to maintain up-to-date maps of the 100-year floodplain and floodway along all waterways flowing through Ridgway.	Lead: Administration Partners: Community Development, FEMA, Ouray County	Ongoing (RC)
Goal GRO-4: Develop a safe and efficient multi-modal transportation system, balancing the needs of all users.		
Action GRO-4a: Update Town specifications and engineering standards to incorporate ADA guidelines and standards for the design of sidewalks and other pedestrian facilities.	Lead: Public Works	Short-term (P,F)
Action GRO-4b: Establish pedestrian trail connections along Railroad Street to the south of Highway 62 in a manner that will connect Regional Athletic Park with the center of Town.	Lead: Public Works Partners: Ouray County, Community Partners	Short-term (F)
Action GRO-4c: Add high visibility striping and bicycle symbols to existing bike lanes with greater frequency to make lanes more visible and easily identifiable.	Lead: Public Works Partners: CDOT, Ouray County	Medium-term (F)
Action GRO-4d: Update subdivision requirements for streets to include bike lanes where appropriate.	Lead: Community Development Partners: Planning Commission, Town Council	Medium-term (P)
Action GRO-4e: Explore the feasibility of establishing a Town-wide sidewalk district.	Lead: Administration Partners: Public Works, Town Council	Long-term (P)
Action GRO-4f: Establish parameters to guide the repair, reconstruction, and use of the Town's roadways, balancing the desire to safely accommodate multiple functions and modes with maintenance, community character, and air quality objectives.	Lead: Public Works Partners: Community Development	Long-term (F)

ACTION ITEM	RESPONSIBILITY	TIMING (RR)
Action GRO-4g: Identify opportunities for adding sidewalks and bicycle lanes on existing roadways and establish a plan for implementation. This includes, but is not limited to, connections between the secondary and elementary schools and to other recognized pedestrian routes.	Lead: Public Works Partners: Community Development, Administration, Community Partners	Long-term (F,P)
Action GRO-4h: Continue to work with state and regional partners to explore the feasibility of expanding the frequency of regional transit service and potentially establishing localized shuttles between Ridgway, Telluride, Montrose, Ouray, and points beyond. Also work to develop a park and ride facility in Ridgway.	Lead: Public Works Partners: Community Development, CDOT, Regional Partners	Ongoing (RC)
Action GRO-4i: Monitor and implement specific road improvement projects and control measures, including striping, bulb-outs, walk signals, and other improvements which enhance traffic flow and pedestrian and bicyclists safety.	Lead: Public Works Partners: Community Development, Marshal's Office	Ongoing (F)
Action GRO-4j: Reevaluate street classification, such as arterial, collector and local streets, as development occurs. Maintain appropriate design standards and traffic speeds accordingly.	Lead: Public Works Partners: CDOT, Community Development	Ongoing
Action GRO-4k: Explore the feasibility of alternatives to the current stoplight at Highway 550 and Highway 62 to improve pedestrian and bicycle connectivity and safety and enhance the character of the community gateway.	Lead: Public Works Partners: CDOT, Community Development	Ongoing
Goal GRO-5: Use Ridgway's parking resources efficiently.		
Action GRO-5a: Educate downtown employees about the best places to park in order to free up nearby customer parking and implement other education recommendations per 2018 Parking Assessment recommendations.	Lead: Community Development Partners: Local Businesses, Ridgway Area Chamber of Commerce	Short-term
Action GRO-5b: Prioritize and implement event parking recommendations from the 2018 Parking Assessment.	Lead: Clerk's Office Partners: Community Partners	Short-term (F)
Action GRO-5c: Revise the zoning code parking requirements for residential and lodging uses in the Historic Business district.	Lead: Community Development Partners: Public Works, Planning Commission	Medium-term (P)
Action GRO-5d: If lack of turnover becomes a larger concern, evaluate the potential need to limit parking to 2-hours along Clinton and Lena Street and in other hubs of activity.	Lead: Public Works Partners: Community Development, local businesses	Medium-term (F)

ACTION ITEM	RESPONSIBILITY	TIMING (RR)
Action GRO-5e: Add universally recognized parking directional signage as recommended in 2018 Parking Assessment.	Lead: Community Development Partners: Public Works	Medium-term (F)
Action GRO-5f: Consider striping and adding signage to unmarked parking areas, particularly areas that can accommodate diagonal and motorcycle parking, as parking demand increases with growth.	Lead: Public Works Partners: Community Development	Long-term (F)
Action GRO-5g: Prioritize and implement new ADA public parking spaces as recommended in the 2018 Parking Assessment.	Lead: Public Works Partners: Community Development	Long-term (F)
Action GRO-5h: Periodically update the 2018 Parking Assessment, or applicable sections to analyze how parking resources are meeting demand.	Lead: Community Development	Ongoing (F)

The Beautiful Finale?

a live-scribe poem by Adrian H Molina

Excitement builds.
The hopeful and skeptical gather.
Smiles, handshakes and eye rolls—
Political landscapes. Democracy matters.

Insiders. / Outsiders.
Bridges. / Dividers.
Familiar Patterns. / Outliers.
The land reflects it all.

Little walls fall. Breath. Poetry.
Surveys. Trivia. “Bear with me.”

Projected growth is lower than we had all
thought!
For the town... WAIT.
Shhhhhiiiiiee...oooouuut! The region size could
double?!
Trouble.

Upturns. / Downturns.
Backspins. / U-turns.
You can look around
and see all the wheels turn:

questions burning,
calculations,
transformations—What do you want?

New roads. Walking trails. Bike paths.
Parking. Healthy food. Recreation.
And Space to Create fill the collective
imagination.

But, “Who is missing from the conversation?”
Who notices?
Who has reservations?

How might the conversation about jobs,
housing, services, and transportation change
if *they* were here?

(Questions to follow up on.)

For now, play the role.
Dream BIG. Before the authority
comes to scale dreams down to size.
They always come. They take big bites.
And some pay with their lives.

“But this is just an exercise,” right?

Until it gets real. Wheh! “It’s getting real.”
“Where are the comedians?” Why didn’t we
bring the circus? Work with us. “If they try to
bring Home Depot we’ll either burn it down or
stamp ’N.F.W. in the ground”
(Resident’s quotes).

Let’s talk vision: *Ridgway is a welcoming,
community-minded rural small town
situated in a beautiful mountain valley...*
“and it’s going to stay that way!”

Can I get a witness?!
How about a handclap??

Switch gears. Change clothes.
Deep breath. Go.
Who, again, are we missing from this
conversation?

“The animals.”
“The water.”
“The youth.”
“The poor.”

The eccentrics who quite fit the mold—
 (“Screw the mold.”)

And closing questions from the floor:

How do we set the table for honest and
authentic inclusion?

What is the tradeoff when we let the money
talk?

When do we as community walk?
(away... and forward, not back)

And will the leadership have our back?

You can answer with a clicker and one eye
closed but the questions open doors—

a fitting dark sky place to end
as Ridgway opens up a star portal
and the next adventure begins.



TOWN OF RIDGWAY
PO Box 10 | 201 N. Railroad Street
Ridgway, Colorado 81432



Presentation from
PC 4.30.19 and TC
5.8.19

Town of Ridgway Master Plan

April 30, 2019



PROCESS OVERVIEW



The Planning Process



Opportunities for Input

June 2018 – April 2019

- **Steering Committee Meetings**
- **3 Online Surveys**
- **Focus Groups**
- **Intercepts at Community Events and Activities**
- **In-person Community Events**
- **Student/Youth Outreach**
- **Planning Commission and Town Council updates**



PLAN OVERVIEW



Plan Organization

Part II: Community Vision and Values

Describes what we value about Ridgway today and the type of community we'd like create in the future

Part III: Goals and Policies

Establishes a policy framework that defines what we'll need to aim for to achieve our vision

Part IV: Growth Framework

Provides guidance on where and how Ridgway will grow

Part V: Action Plan

Outlines specific strategies or actions to implement the Master Plan

Community Vision

Ridgway is a vibrant, welcoming, and community-minded small town situated in a beautiful mountain valley. We are diverse in age, background, and economic means. We share a deep connection to the outdoors, the lifelong pursuit of learning, and our railroad, ranching, and creative cultures. We are committed to being economically and ecologically sustainable.



Community Values



Healthy Natural Environment



Sense of Community & Inclusivity



Small Town Character & Identity



Vibrant & Balanced Economy



Well-Managed Growth

Community Value 1:

Healthy Natural Environment



Goals and policies address:

- Preservation of natural habitats and ecosystems
- Conservation of open space and ranch lands
- Sustainable development practices
- Access to and protection of the Uncompahgre River corridor
- Community forest management
- Climate adaptation
- Source-water protection
- Air quality protection

Community Value 2:

Sense of Community & Inclusivity



Goals and policies address:

- Diverse housing options
- Inclusive governance and community engagement
- Lifelong learning
- Accessible community services
- Aging in place
- Public safety

Community Value 2:

Sense of Community & Inclusivity



A few of the Workforce and Affordable Housing Strategies:

- Continue to plan, design, and construct Ridgway Space to Create
- Update PUD regulations to require community benefits—such as the dedication of a portion of planned units to affordable or workforce housing
- Update Ridgway's code to promote housing affordability
- Develop and consider adopting a policy on deed restriction language for affordable units
- Explore and pursue a variety of mechanisms to help fund affordable housing

Community Value 3:

Small Town Character & Identity



Goals and policies address:

- Livable neighborhoods
- Creativity and innovation
- Agriculture and ranching
- Community events and activities
- Pedestrian and bicycle connections
- Parks and recreation
- Historic preservation

Community Value 4:

Vibrant & Balanced Economy



Goals and policies address:

- A diversified economy
- Ranching and agriculture
- Local businesses/
manufacturing/services
- Outdoor recreation industry
- Creative industries and innovation
- Tourism
- Home-based entrepreneurs
- A mobile workforce

Community Value 5: Well-Managed Growth



Goals and policies address:

- Infrastructure provision
- Water supply
- Growth management
- Hazard mitigation
- Regional coordination
- Transportation
- Land use

GROWTH FRAMEWORK



Quick Facts*



2016 Population: **1,016**

2050 Population Estimate:
1,170-1,730

New units built between
2000 and 2008: **239**

New units built between
2009 and 2017: **67**

Ultimate buildout capacity:
1,061-2,160 new units

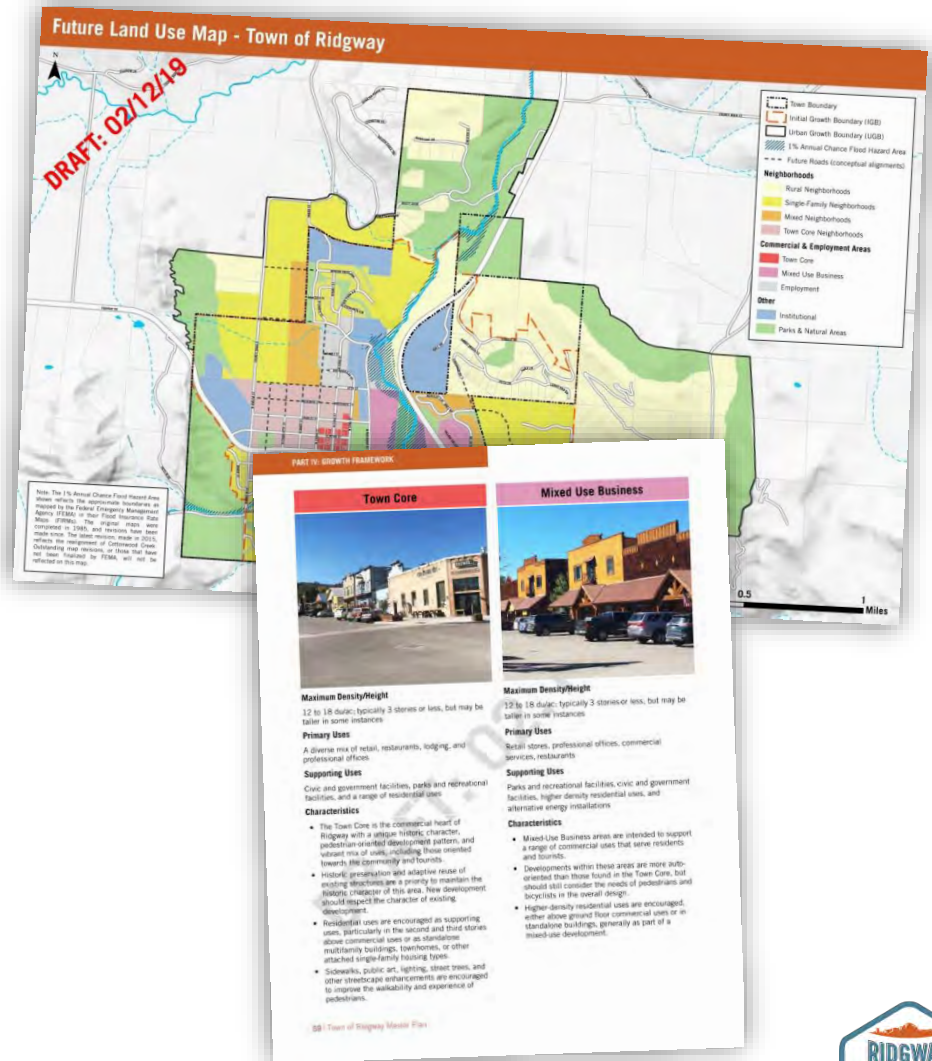
*Sources: Town of Ridgway, Colorado Department of Local Affairs, Ouray County Assessor, Clarion Associates



Role of the Growth Framework

Used as a tool to guide decisions related to...

- Location, timing, and types of future growth
- Future infrastructure investments
- Zoning and subdivision regulations
- Annexation requests
- Coordination with Ouray County



Factors Influencing Growth



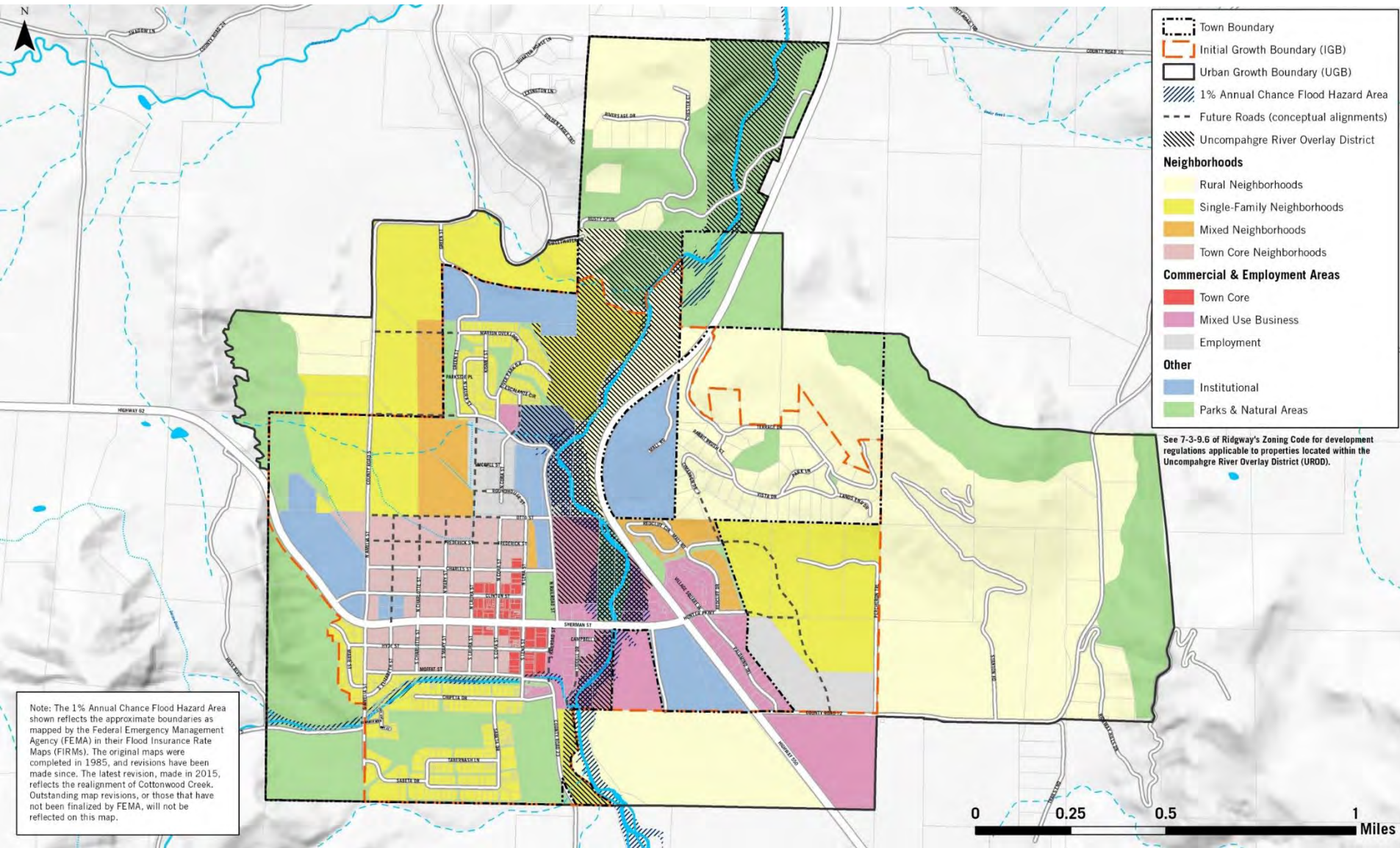
- **Existing development patterns and entitlements**
- **Availability of infrastructure and services**
- **External variables...**
 - Regional growth
 - Market demand and supply
 - Environmental constraints
 - Availability of jobs and housing
 - And many others...
- **Growth Management Tools**
 - Ridgway-Ouray County IGA
 - Annexation policy

Key Objectives



- Encourage **infill and redevelopment**
- **Grow in an orderly pattern** outward from the existing town core
- Accommodate **diverse housing** options
- Support **sustainable development practices**
- Plan for a **balanced mix of uses** that allows more residents the ability to live and work in Ridgway
- Protect the **natural resources** and **visual qualities** that make Ridgway unique

Future Land Use Plan



Action Plan

1. Community Value

2. Goal

3. Action Items

Community Value 1: Healthy Natural Environment

ACTION ITEM	RESPONSIBILITY	TIMING (RR)
GOAL ENV-1: Preserve, protect, and restore natural habitats, including for wildlife and ecosystems.		
Action ENV-1a: Expand and maintain the Town's collection of GIS data related to the natural environment and wildlife, including habitat and migration corridors.	Lead: Community Development Partners: Colorado Parks and Wildlife, Colorado Natural Heritage Program	Short-term (F)
Action ENV-1b: Prioritize the conservation and preservation of community valued natural resources such as environmentally sensitive areas, view and wildlife corridors, riparian areas and wetlands, river corridor, natural filtration and storm water drainage areas.	Lead: Community Development Partners: Public Works, Ouray County, Colorado Parks and Wildlife, Community Partners	Ongoing (RC, F)
Action ENV-1c: Work with Land Trust organizations and other partners to identify opportunities for land preservation.	Lead: Community Development Partners: Ouray County, Land Trusts, private property owners	Ongoing (RC)
Action ENV-1d: Continue noxious weed management that balances the community's desires with available Town resources.	Lead: Public Works Partners: Ouray County, Uncompahgre Watershed Partnership	Ongoing (F, RC)
GOAL ENV-2: Strengthen the Uncompahgre River corridor as a community asset and environmental resource.		
Action ENV-2a: Coordinate with regional partners to identify and pursue sources of funding for the completion of the Uncompahgre RiverWay Trail from Montrose to Ouray.	Lead: Administration Partners: Ouray County, City of Ouray, Montrose County, City of Montrose, private property owners, CDOT	Long-term (RC)

Action Plan

Action Item

- Policies and programs
- Public improvements
- Partnerships

Responsibility

- Lead
- Partners

Community Value 1: Healthy Natural Environment		
ACTION ITEM	RESPONSIBILITY	TIMING (RR)
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Action ENV-1a: Expand and maintain the town's collection of GIS data related to the natural environment and wildlife, including habitat and migration corridors.	Lead: Community Development Partners: Colorado Parks and Wildlife, Colorado Natural Heritage Program	Short-term (F)
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Action ENV-1d: Continue noxious weed management that balances the community's desires with available Town resources.	Lead: Public Works Partners: Ouray County, Uncompahgre Watershed Partnership	Ongoing (F, RC)
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Timing

- Short-term
- Medium-term
- Long-term
- Ongoing

Resources Required

- Funding
- Regional collaboration
- Public

Next Steps

- **Town Council - May 8**
- **MP outreach document in the works to familiarize the community**
- **Use by elected and appointed officials**
- **Implementation of the MP**



Questions, Comments, and Discussion



ORDINANCE NO. 2019 - _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO, AMENDING ORDINANCE 2018-07, WHICH ORDINANCE PROHIBITS THE USE OF CERTAIN PLASTIC BAGS, TO ALLOW AN EXEMPTION FOR THE USE OF SMALL, LOCKING, PLASTIC BAGS UP TO TWO GALLONS IN SIZE.

RECITALS

WHEREAS, the Town of Ridgway (the “Town”) is a legally created, established, organized and existing Colorado municipal corporation under the provisions of Article XX of the Constitution of the State of Colorado and the Home Rule Charter of the Town (the “Charter”); and

WHEREAS, the Town is governed by its Home Rule Charter (“Charter”) as authorized by Article XX § 6 of the Colorado Constitution; and

WHEREAS, it is the purpose of the Town Council to attempt to protect the health, safety and welfare of its citizens; and

WHEREAS, the Town adopted Ordinance 2018-07 in December 2018 prohibiting the use of certain plastic bags and encouraging citizens to curtail their use of single-use plastics; and

WHEREAS, the Town Council discussed changes to Ordinance 2018-07 during the May 8, 2019 regular meeting of the Town Council to allow for small, locking bags limited to a specific size; and

WHEREAS, the Town Council desires to amend Ordinance 2018-07 for the purpose of exempting specific plastic bags.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO, THAT:

SECTION 1. RECITALS.

The foregoing recitals are hereby affirmed and incorporated herein by this reference as findings of the Town Council.

SECTION 2. AMENDMENT TO THE TOWN CODE CHAPTER 12, SECTION 3 BAG RESTRICTIONS.

The following subsection shall be added to Chapter 12, Section 12-3-1(B)

* * *

(B) *Disposable Plastic Bag* means a bag made from non-compostable plastic provided by a Business to a customer at a point of sale or inside the business for the purpose of transporting goods.

Disposable Plastic Bag does not include:

- (1) Newspaper bags, laundry/dry cleaning bags, or bags sold in packages containing multiple bags for uses such as food storage, garbage, pet waste or yard waste.
- (2) Small, locking, plastic bags up to 2 gallons in size.

* * *

SECTION 2. ORDINANCE EFFECT

All Ordinances of the Town, or parts thereof, inconsistent or in conflict with this Ordinance are hereby repealed, replaced and superseded to the extent only of such inconsistency or conflict.

SECTION 3. SEVERABILITY

The Provisions of this Ordinance are severable, and the invalidity of any section, phrase, clause or portion of this Ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of this Ordinance.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall take effect 30 days after adoption.

SECTION 5. PUBLIC HEARING.

A public hearing on this Ordinance was held on the _____ day of _____, 2019, in the Town Council Chambers, 201 N. Railroad Street, Ridgway, CO 81432.

INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Ridgway, Colorado, on the _____ day of _____, 2019.

TOWN OF RIDGWAY, COLORADO, A HOME
RULE MUNICIPALITY

By: _____
JOHN CLARK, Mayor

ATTEST:

PAM KRAFT, Town Clerk

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Ridgway, Colorado, this _____
day of _____, 2019.

TOWN OF RIDGWAY, COLORADO, A HOME
RULE MUNICIPALITY

By: _____
JOHN CLARK, Mayor

ATTEST:

PAM KRAFT, Town Clerk

Approved as to Form:

BO JAMES NERLIN, Town Attorney



Calendar Year 2019

MAIN STREET MINI-GRANT APPLICATION:

<u>DIEDRA SILBERT</u> Principle Representative/Main Street Manager	<u>COMMUNITY INITIATIVES FACILITATOR</u> TITLE
E-MAIL: <u>DSILBERT@TOWN.RIDGWAY.CO.US</u>	PHONE: <u>970-626-5308 x. 215</u>
<u>JEN COATES</u> Responsible Administrator (local government)	<u>TOWN MANAGER</u> TITLE
E-MAIL: <u>JCOATES@TOWN.RIDGWAY.CO.US</u>	PHONE: <u>970-626-5308 x. 212</u>
City/Town Name: <u>TOWN OF RIDGWAY</u>	

QUESTIONS:

1. How is this project part of your transformational strategy? Is it included in your annual work plan?

Ridgway's first transformational strategy on its 2019 work plan is to *continue to develop an inviting and thriving downtown community and retail environment*. The first objective toward this strategy is to *collaborate with the Ridgway Area Chamber of Commerce in a reimagining and strategic planning process for Ridgway's east gateway—the Town's Heritage Park and current Ridgway Visitor Center*. The first phase of planning began in February and will conclude at the end of May, funded by a grant received by the Chamber from the Colorado Tourism Office. The third objective under this transformational strategy is to *continue to promote the Colorado Creative Corridor in collaboration with partners*. This particular mini-grant project relates to our transformational strategy and to both of these objectives because of the need to improve how the community invites, welcomes and informs its visitors. This project is also listed on the Town's 2019 Strategic Plan under Goal 4, Community Enhancement and Economic Development, #12 which states: Main Street technical assistance project and mini-grant focused on planning Heritage Park gateway improvements.

2. In no more than 200 words, provide a brief description of the proposed project (scope of work), planned outcomes, and benefit to your downtown district.

When the Ridgway Railroad Museum's outdoor exhibits vacated the town's eastern gateway last year, the change left a vacant and unsightly area as visitors' first contact with the community. The Ridgway Area Chamber of Commerce offered to take the lead on re-imagining this gateway with the Town, the public and stakeholders, while conceptualizing a new year-round model for the Visitor Center as they strive to increase off-peak tourism.

The first phase of the planning process, funded by a grant from CTO to the Chamber, will conclude by early June with recommended priorities and phasing. This mini-grant will be utilized to fund

implementation of Phase 1 improvements to the Heritage Park/Visitor Center site during the second half of 2019. The still draft plan by DHM Design identifies improvements such as site preparation, informational signage, landscaping along Highway 62, irrigation, a photo opportunity structure, as well as long-term design upgrades. The focus in 2019 will likely be site preparation, landscaping, and irrigation along Highway 62 to beautify the entrance to town, plus signage posted on the building that informs visitors of the Chamber's 5 tourism-oriented themes and resources, such as Arts and Entertainment, Culinary Experiences, and Outdoor Adventure.

BUDGET AND MATCHING FUNDS

Please contact DOLA staff if you believe a match waiver is merited.

PROJECT TASK/ITEM (insert rows as necessary)	TOTAL COST	DOLA FUNDS	LOCAL MATCH AND SOURCE
Ridgway Heritage Park and Visitor Center (eastern gateway) strategic planning process	\$18,650		\$15,000 from CTO Project and Technical Assistance grant, plus match of \$3,650 (Chamber funds)
Implementation of first phase gateway improvements (signage/information access,	\$10,000	\$5,000	\$5,000 (Town General Fund)
TOTALS:	\$28,650		

Signatures:

Chief Elected Official

Local Main Street Chair / President

DRAFT

CC4CA Policy Statement 2019-2020

Colorado Communities for Climate Action is a coalition of local governments advocating for stronger state and federal climate policy. CC4CA's policy priorities for 2019-2020 reflect unanimous agreement among the coalition members on steps that should be taken at the state and federal level, often in partnership with local governments, to enable Colorado and its communities to lead in protecting the climate.

General Policy Principles

These general principles guide the specific policies for which Colorado Communities for Climate Action advocates:

CC4CA supports collaboration between state and federal government agencies and Colorado's local governments to advance local climate protection.

CC4CA supports state and federal programs to reduce carbon pollution, including adequate and ongoing funding of those programs.

CC4CA supports analyses, financial incentives, and enabling policies for the development and deployment of clean energy technologies.

CC4CA supports locally driven, locally designed programs to support communities impacted by the clean energy transformation.

CC4CA supports ensuring that low-income and other vulnerable communities are protected and that the benefits of reducing carbon pollution and growing the green economy are shared equitably.

CC4CA generally focuses on legislative, regulatory, and administrative actions by the state and federal government, supporting efforts that advance these general policy principles and the detailed policy positions described below. Similarly, CC4CA opposes efforts that would weaken or undermine these principles and positions.

Policy Positions

Colorado Communities for Climate Action supports the following policy positions:

Statewide Climate Strategies

[insert short intro on statewide climate strategies]

1. Supports statewide emission reductions consistent with or greater than the State of Colorado's 2019 codified goals.

Reducing greenhouse gas emissions is at the heart of CC4CA's policy positions. HB19-1261 established new state goals for reducing greenhouse gas emissions and directs the Air Quality Control Commission to promulgate regulations for achieving these reductions. CC4CA supports these goals and any regulatory actions in support of achieving them or accelerating the associated emission reductions.

CC4CA supports other actions by the Colorado Public Utilities Commission, the Colorado Department of Public Health and Environment, the Air Quality Control Commission, and other state agencies and entities to ensure that Colorado achieves or exceeds established emission reduction goals. CC4CA believes it essential that the state government provide an opportunity for meaningful, sustained collaboration with local governments in developing specific climate actions tied to meeting the state's goals.

2. Supports accurate, frequent greenhouse gas inventories and forecasts for Colorado.

CC4CA recognizes the importance of credible inventories and forecasts in assessing the effectiveness and cost-efficiency of various emissions reduction strategies. Updated sector-specific emission baselines and projections are vital in making strategic decisions about maintaining progress toward and improving the state's emissions reduction efforts. CC4CA supports the Colorado Department of Public Health and Environment's new requirements to conduct frequent and accurate greenhouse gas emissions inventories and forecasts. CC4CA also supports opportunities for local jurisdictions to access data from the ongoing updates, and the ability to engage in designing the reporting structure that is most useful for stakeholders.

3. Supports a comprehensive market-based approach to reduce Colorado's greenhouse gas emissions.

Climate change is resulting in part from the failure of markets to put a price on climate pollution. Because there is no cost to emit heat trapping gasses, producers have no incentive to eliminate them. Society bears the increasing cost of this pollution as climate change progresses. To overcome this market failure, CC4CA supports a market-based approach to reducing carbon emissions statewide, including policies to ensure the benefits of legislation accrue justly and equitably to impacted communities. A market-based approach could be undertaken at national, regional, or state levels, and could take different forms. One approach is a fee or tax on climate pollution. Another is a cap-and-trade program that allows trading of limited emission rights that are sold and then could be traded to achieve economically efficient emission reductions. Examples include the Regional

Greenhouse Gas Initiative covering ten northeastern U.S. states and California's statewide cap-and-trade program.

4. Supports expanding the consideration of the environmental and health costs associated with the use of fossil fuels.

The social cost of carbon is a measure of the economic harm from the environmental and health impacts of emitting one ton of carbon dioxide into the atmosphere, expressed as the dollar value of the total damages. CC4CA supports the Public Utilities Commission's new requirements in SB-236 to consider the social cost of carbon when making decisions related to electric utilities. CC4CA supports expanding the use of a social cost of carbon to other emissions modeling efforts, including to clean energy plans submitted by utilities to the Air Quality Control Commission. Additionally, CC4CA supports the use of a social cost of carbon in the decision-making processes associated with other emissions sectors such as heating and transportation.

Local Climate Strategies

[insert short intro on local climate strategies]

5. Supports removing barriers and promoting opportunities that allow counties and municipalities to maximize the deployment of local clean energy and climate options.

The deployment of local energy generation and distributed technologies will continue to be a critical component of Colorado communities' climate efforts. In many cases, regulatory or legislative limitations exist that will need to be removed for communities to fully explore new local program options and technologies that can effectively reduce fossil fuel use, increase energy resilience, and support community values related to climate protection. For example, the integration of local renewable energy generation, storage technologies, and microgrids all support a local jurisdiction's ability to address the supply side of energy-related emissions. These strategies should be designed to ensure affordable, accessible, and equitable delivery of reliable clean energy for everyone.

6. Supports enabling local governments to obtain the energy use and other data they need to effectively address climate change.

Local governments need convenient and consistent access to data that is essential for developing and administering local programs related to greenhouse gas emissions. For example, access to uniform data from electric and gas utilities is critical for implementing building energy use disclosure and benchmarking programs designed to make sure building owners, tenants, and others are fully informed about energy performance. Local governments also struggle to get consistent data regarding waste collection and disposal, oil and gas operations, and

other sources of heat-trapping emissions. CC4CA supports state government actions and policies that lead to uniform systems for collection and distribution of data from investor-owned and public utilities that is easily accessible to local governments, while still protective of data privacy for residents and businesses.

7. Supports allowing for and facilitating a public process to evaluate retail energy choice options for local jurisdictions.
[PROPOSED NEW ITEM]

A growing number of cities and counties are establishing ambitious near-term energy goals, but there is currently no practical way to reach many of these goals because the jurisdictions have little choice or control over the energy sources used to produce their electricity. These communities, as well as businesses with energy or sustainability goals, deserve a solution that is timely and cost-effective. CC4CA does not advocate for any particular solution, but rather calls for an inclusive and transparent public process to evaluate all of the options. This process should be led by state level decision-makers and informed by a broad variety of stakeholders including local governments with energy goals, business interests, environmental and consumer advocates, utilities, independent power producers and marketers, and the general public.

8. Supports encouraging local government adoption of current and advanced building energy codes and ongoing modernization of International Code Council building codes to advance energy performance.

More than 40 percent of the energy consumed in the United States is tied to the use of buildings. Building codes, consequently, are among the most powerful tools available for reducing carbon pollution (and, not incidentally, saving money in both residential and commercial buildings). CC4CA supports the newly-adopted state law directing local code jurisdictions to adopt one of the three most recent energy codes, and also supports jurisdictions having the option to adopt “advanced” energy codes such as those that meet Net Zero standards.

However, the pace of improvements to energy performance in codes has stalled with the 2015 and 2018 versions of the International Energy Conservation Code. International Code Council processes allow local governments to vote on proposed provisions in pending codes. Building departments, fire authorities, sustainability departments, utilities and other similar groups are all eligible voting members. Through this policy position, CC4CA could encourage its members to participate in the voting process. This policy position recognizes the ability of local governments to influence energy codes “upstream” while retaining the ability of local governments to choose when to adopt codes and/or make local amendments.

9. Supports enabling and accelerating strategic and equitable beneficial electrification.

‘Beneficial electrification’ replaces direct fossil fuel use with electricity. While the ability to decarbonize fossil fuels is limited, electricity will continue getting cleaner (including Colorado’s goal for 100% renewable electricity by 2040), meaning that electrification will generally lower GHG emissions and has the potential to lower energy costs as well. Examples of direct fossil fuel use include propane, heating oil, gasoline and natural gas for applications ranging from space heating to transportation. In those examples, beneficial electrification would involve an infrastructure upgrade to an electric heating system (from propane or natural gas), and to an electric vehicle (from a gasoline vehicle). Electrification of the US transportation, commercial, and residential sectors would reduce GHG emissions by 70%.

Achieving significant levels of beneficial electrification may require a paradigm shift in how utilities, policymakers, the heating and transportation sectors, and stakeholders interact. Enabling policies would need to look at energy consumption holistically and across the economy. CC4CA supports policies, strategies and practices that accelerate beneficial electrification targeting the most practical, high impact, and valuable fuel switching opportunities while enhancing affordability and equity.

Energy Generation

[insert short intro on generation strategies]

10. Supports the accelerated retirement of existing fossil fuel generation facilities and their replacement with cost-effective and reliable clean energy supplies, through means that protect both utilities and consumers.

Wind and solar energy is now cheaper than the energy generated by many aging coal plants. Colorado is blessed with some of the best solar and wind resources in the country, which should allow for a quicker and a more affordable transition to clean energy. The key to unlocking emission reductions and electricity bill savings is developing a legal framework allowing utilities and their customers to equitably share the benefits and costs. CC4CA supports actions in Colorado to enable the early retirement of fossil fuel- based power plants and their replacement with clean energy sources, while protecting the economic interests of both the utilities owning the power plants and electricity customers. In Colorado, there is an opportunity to recover up to \$1.5 billion in undepreciated asset value by existing coal-plant owners to facilitate the voluntary phased retirement of the coal plants.

11. Supports expanding the ability of electric cooperatives to independently purchase local renewable electricity and take other steps to reduce carbon pollution.

Tri-State Generation and Transmission Association's electric cooperative customers have faced the imposition of contractual limitations and steep fees when attempting to expand their use of local renewable energy sources. CC4CA supports the ability of electric cooperatives to purchase non-polluting electricity without limitations like these.

12. Supports grid modernization that helps expand distributed generation, energy storage, high levels of renewable energy generation (distributed and utility-scale), and appropriate technologies.

A wide array of grid modernization policies and actions are available to both communities and utilities that can reduce energy consumption, better align availability of electricity to demand, expand renewable energy generation, and collectively reduce carbon pollution from the power generation sector (while also improving reliability and reducing cost). CC4CA supports policies and funding that result in these types of grid modernization efforts in Colorado.

Energy Efficiency

[insert short intro on EE strategies]

13. Supports demand side savings from efficiency and conservation for all energy types.

While the 2019 legislative session produced significant greenhouse gas emissions legislation, no new action was taken to update utility-level efficiency goals. As GHG and renewable energy goals ratchet up in coming years, a continued focus on least-cost energy efficiency is important to minimize ratepayer costs and ease the transition to more renewable sources. Governor Hickenlooper's Executive Order D 2017-015 set a new goal to achieve two percent per year energy efficiency by 2020, which is readily achievable and should be extended beyond that date. The state of Massachusetts, for example, has an electric energy efficiency target of 2.95% for 2018.

Moreover, no recent state actions have included energy efficiency targets for natural gas utilities or unregulated fuels such as propane. Establishing a two percent annual energy efficiency savings target for these utilities is one potential action. Such actions could also include encouraging municipal and cooperative utilities to adopt and achieve similar efficiency targets and exploring mechanisms for establishing similar goals for non-utility energy providers (e.g., propane sales).

14. Supports ongoing and sustainable funding for weatherization and renewable energy assistance to low-income and other vulnerable households.

Reducing energy bills is a key component to home affordability, and low-income households are often forced to spend a disproportionately large percentage of their income on energy utility bills. Assisting families and seniors by increasing the safety and comfort of their homes while reducing their energy bills will help keep our most vulnerable populations in their homes while also improving energy efficiency. Sources of existing funding for programs include the annual federal WAP allocation, supplemental funds from state severance tax dollars and utility allocated DSM funds. CC4CA also supports expanding programs to assist these households with obtaining renewable energy, both onsite and as part of community solar gardens. Additionally, programs that assist communities in transition from coal-dominated economies should include these types of weatherization and renewable energy programs to assist those community members who need it most and to help build the local clean energy economy.

15. Supports providing counties and statutory cities and towns with the same authority held by home rule cities to implement local energy conservation policies and programs.

Unlike their home rule municipal peers, Colorado's counties and statutory cities and towns in many cases lack authority to adopt and implement many energy conservation policies and programs. For example, only Colorado home rule cities have statutory authorization to enact energy conservation ordinances despite how effective they are for improving the energy efficiency and performance of existing residential and commercial buildings. Enabling legislation is needed to provide Colorado's counties and statutory cities and towns with the authority necessary to enact policies and programs that can support and promote energy conservation within their jurisdictions.

Transportation

Transportation remains one of the largest sources of greenhouse gas emissions in Colorado. Although we have seen efficiency and electric vehicle technology gains, most cars and trucks still run on fossil fuel and often transport only one occupant. Similarly, multi-modal options are expanding but access and availability are still limited, especially in less dense areas. Colorado's exploding population is causing an increase in Vehicle Miles Traveled and a reduction in vehicle efficiency due to congestion. This is especially impactful in states like ours, where commuting and delivery distances can be lengthy.

16. Supports effective implementation of Colorado’s vehicle emissions standards and other regulatory activities designed to reduce carbon emissions from vehicles.

Strengthening emissions rules and expanding electric vehicle deployment are two central strategies for reducing transportation-related greenhouse gas emissions. To this end, CC4CA supports adoption of motor vehicle emission standards equal to or exceeding those already adopted by California, including requirements for zero-emission vehicles and collaborative efforts for effective implementation.

17. Supports implementation of the 2018 Colorado Electric Vehicle Plan, other similar plans which may emerge, and other efforts to increase electrification of all motor vehicles.

The 2018 Colorado Electric Vehicle Plan provides a good roadmap for accelerating the purchase and use of electric vehicles, including a goal of having nearly one million on the road by 2030. One key component of an effective EV strategy is adequate public charging stations, including an abundance of DC fast charging stations, to increase general awareness and provide assurance of the ability to charge vehicles on longer trips. This is especially true in rural areas and along highway corridors. Other important elements include incentive and grant programs, increased EV availability and model types, reduced barriers to expanding EV fleets and transit, and expanding EV education and outreach. Colorado should continue taking advantage of other opportunities to expand EV deployment as well. For instance, CC4CA supports the current plan to commit all of Colorado's remaining share of the Volkswagen emissions control violations settlement to the construction of electric vehicle charging infrastructure across the state and to the purchase of zero emission transit vehicles.

**18. Supports increasing multimodal transportation funding.
[PROPOSED NEW ITEM]**

CC4CA supports increasing the proportion of multimodal funding in transportation plans, assigning a significant amount of dedicated multi-modal funding with new funding sources and allocations, generally prioritizing expanding high-speed electric transit and bus rapid transit (especially in congested corridors), employing transit-oriented design principles where appropriate, transit alternatives over general purpose highway lane alternatives when feasible, and expanding accessible, bicycle, and pedestrian infrastructure.

19. Supports incentivizing and selecting transportation alternatives based on efficiency of moving people versus cars and the environmental costs associated with each alternative.
[PROPOSED NEW ITEM]

Evaluating transportation alternatives in terms of their transportation efficiency – that is, the efficiency and environmental costs of moving people – can be a powerful tool for reducing emissions from the transportation sector. CC4CA generally supports a range of strategies for improving transportation efficiency, including: promoting a mode-shift away from single-occupancy use of vehicles to shared and high-capacity vehicle use; comparing the efficiency of transportation alternatives based on energy consumption and carbon emissions per unit of payload delivery; employing Context Sensitive Solutions or similar processes to determine the local environmental and social impacts of all major transportation projects; including the full range of costs in the life-cycle analyses of competing transportation alternatives; supporting the use of Travel Demand Management strategies for all high-capacity highway corridors; and encouraging the deployment of connected vehicle technology.

Fossil Fuel Extraction Activities

[insert short intro on fossil fuel strategies]

20. Supports expanded monitoring of and reducing the full life cycle emissions from fossil fuel extractive industry activities.

The mining and extraction of fossil fuels can result in significant levels of direct carbon pollution. One primary culprit is methane. Methane has a shorter-lived but much more potent heat-trapping effect than carbon dioxide. Reducing methane emissions is consequently a highly effective way to buy time to implement more comprehensive actions to reduce industry-wide carbon dioxide emissions. SB19-181 directs the Colorado Department of Public Health and Environment to consider developing more stringent regulations to control the release of methane from the production and transportation of oil and natural gas. CC4CA supports actions like these to reduce greenhouse gas emissions throughout the entire extraction and transportation processes involving raw fossil fuels. CC4CA also supports expanded monitoring of the full life cycle emissions from these activities.

Solid Waste Reduction

Zero waste strategies such as recycling, composting, reuse, and source reduction are proven solutions that reduce emissions of both carbon dioxide and methane and can be implemented immediately. Recycling 90% of our discards by 2030 would reduce U.S. greenhouse gas emissions by the equivalent of closing more than 80 U.S. coal-fired power plants. However, Colorado has a poor waste diversion rate of 12% compared with the national average of 35%. Not all recycling and compost solutions are created

equal, so individual proposals and policies should be evaluated based on their potential to reduce emissions in both the short and long term.

21. Supports granting CDPHE the authority to implement a plan for meeting Colorado’s statewide and regional solid waste diversion goals.

In August 2017, the Colorado Solid and Hazardous Waste Commission adopted new statewide and regional municipal solid waste diversion goals, including separate goals for eleven Front Range counties and for the remainder of the state for the years 2021, 2026, and 2036. CC4CA supports CDPHE having the authority it needs to meet these goals and supports increased data collection and reporting by the waste hauling industry, including statewide reporting standardization.

**22. Supports reducing the use of disposable/single-use products and promoting the reuse of materials.
[PROPOSED NEW ITEM]**

Existing protocols for emissions inventories do not include emissions associated with the use of resources other than landfill-related emissions. However, C40 Cities investigated the consumption-based emissions from 79 cities, focusing on the goods and services consumed by residents, and found that total consumption-based emissions were approximately 60% higher than the traditional energy sector-based inventories. CC4CA supports traditional recycling and composting initiatives, legislative efforts like eliminating the state’s preemption of local rules on plastic products, and strategies to reduce the embodied emissions associated with the goods and services consumed.

**23. Supports fostering infrastructure, policies, incentives and programs for recycling and composting.
[PROPOSED NEW ITEM]**

The largest climate benefit from recycling is the reduced energy and materials needed to manufacture new products. CC4CA supports a range of actions, including encouraging remanufacturing and market development for recycled products, including purchasing policies that include recycled-content standards.

For organic waste, composting is often an effective strategy. Forty percent of our waste is organic material, which not only produces methane when it breaks down anaerobically (e.g., in landfills), but can be a powerful climate solution when converted aerobically into compost. Research is just starting to quantify the carbon sequestration potential of this material. CC4CA supports food waste diversion and rescue efforts as well as purchasing policies that drive market development.

General

24. Supports proactive resilience and adaptation projects that protect Colorado communities from future stresses and shocks and help empower them in becoming stronger, safer and less vulnerable to natural disasters and other major challenges.

[PROPOSED NEW ITEM]

Even under the best case greenhouse gas emissions scenarios, some degree of climate change and climate disruption will continue for years to come. CC4CA encourages and supports initiatives that increase resilience of infrastructure against human-caused and natural hazards through education, research, planning, design, construction, operation and maintenance. Emergency response planning can incorporate climate change science, for instance. Similarly, local jurisdictions can utilize comprehensive risk and vulnerability assessments that consider event likelihood and consequence, encourages mitigation strategies, monitors outcomes, and addresses recovery and return to service. This type of resilience planning should be routinely included in the planning/design process for infrastructure at all government levels.

25. Supports maximizing the potential for carbon sequestration through regenerative agriculture, improved soil health, and forest management.

[PROPOSED NEW ITEM]

The United Nations' 2018 report on limiting global warming emphasizes the importance of increasing land-based carbon sequestration. Sequestering a significant portion of the anthropogenic CO₂ already emitted into the atmosphere involves a range of strategies including carbon farming via regenerative agriculture, and afforestation and reforestation. Combined, these two sequestration strategies could capture and store an estimated 27 gigatons of CO₂/year globally. Regenerative agriculture involves holistic land management practices that sequester carbon while improving soil health, crop yields, water resilience and nutrient density – an immense opportunity to convert agriculture from a net source of CO₂ into a carbon sink. Forest management practices emphasizing carbon storage can occur at both the landscape and urban scale. CC4CA supports policies aimed at creating new mechanisms and opportunities that support Colorado's agricultural industries through land use policies that recognize the importance of healthy ecosystems on addressing climate change, in addition to policies, resources and strategies to optimize the carbon sequestration potential of Colorado's urban and natural forests.

26. Supports the incorporation of equity, accessibility, and just transition considerations into climate policies and actions.

[PROPOSED NEW ITEM]

Climate change poses the greatest threat to those that are the least responsible – generally people that are already vulnerable to deep-rooted challenges such as poverty. Conversely, those who have contributed the most to climate change have

much better capacity to protect themselves from its impacts. As the effects of climate change mount, so does the urgency of addressing this equity challenge. CC4CA supports approaching equity in a holistic manner, focusing on dividing the burden of responding to the threat of climate change and sharing the opportunities and benefits of climate action. CC4CA recognizes that equity challenges are presented both between and within our local jurisdictions and we support the need to identify and accelerate opportunities for enhanced synergies between climate action and development needs and priorities of communities and individuals.

CC4CA supports the type of just transition efforts proscribed by SB19-236 and HB19-1314, such as the creation of a new state Just Transition Office and requiring investor owned utilities to incorporate workforce transition plans when proposing an electric generating facility retirement. CC4CA supports the expansion of the just transition requirement to all electric utilities to ensure Colorado communities and works are protected and can access the benefits associated with the clean energy transition.



27. Supports policies that highlight divestment from fossil fuel-related investments as a potential climate action strategy.

[PROPOSED NEW ITEM]

[NOTE: at least one member has said they probably won't be able to support this.]

Divesting assets of fossil fuel-related holdings is an increasingly utilized climate action strategy. CC4CA supports policies that encourage entities investing public dollars to consider partial or full divestment as part of their investment strategies.

28. Supports the protections and authorities currently provided under environmental laws like the Clean Air Act and the Clean Water Act.

Protecting Colorado's air, water, and land is vital to its environment, economy, and people. The protections and authorities afforded by landmark federal laws such as the Clean Air Act and Clean Water Act are foundational to the fight against climate change. For example, the 2007 ruling by the U.S. Supreme Court that greenhouse gas emissions are air pollutants and thus subject to regulation under the Clean Air Act, and the subsequent 2009 U.S. Environmental Protection Agency endangerment finding that indeed, such emissions present a danger to public health, obligate our federal government to utilize the protections provided by the Clean Air Act to take action to limit emissions. Local governments rely on these protections and can be critical allies in this effort, as scores of communities across Colorado already are implementing a broad array of initiatives to advance climate protection at the local level, and often doing so in collaboration with the state and federal governments. CC4CA communities support the protections and authorities provided under the body of existing environmental law and will strongly oppose legislative, regulatory, and other efforts to roll back or diminish them.

From: [Tom Easley](#)
To: [Jennifer Coates](#)
Cc: [Jacob Smith](#) ; [Greg Clifton](#)
Subject: Welcome to CC4CA's 27th member!
Date: Friday, May 10, 2019 3:48:06 PM
Attachments: [2018-2019 Work Plan Updated 2019-03-26.pdf](#)
[Adopted Rules and Responsibilities revised 2019-03-15.pdf](#)
[CC4CA description 2019-05 \(2\).pdf](#)
[CC4CA Highlights 2019-05 \(2\).pdf](#)
[CC4CA Leadership Positions 2019-04.docx](#)
[CC4CA Prospectus 2019-05 \(2\).pdf](#)
[CC4CA-2018-2019-Policy-Agenda-1.pdf](#)
[Information for New Members 2019-01.docx](#)
[Policy Committee members updated 2019-05-10.docx](#)
[Steering Committee Contact List updated 2019-05-10.docx](#)

Hello Jen,

It is tremendous news that the Town Council voted to join CC4CA at its May 8 meeting!
Welcome to CC4CA as its 27th member!

As the CC4CA administrator, I am following up with additional information about the coalition, particularly about guidelines for member participation in meetings and committees, as well as with a few questions for you.

I am attaching for your reference:

- Information for new members
- Adopted rules and responsibilities
- CC4CA description and prospectus
- CC4CA highlights
- Members and contact information for CC4CA's Steering Committee and Policy Committee
- The coalition's 2018-2019 policy agenda
- Leadership positions for 2019
- 2018-19 work plan

Committee membership:

I'd like to particularly call your attention to the section in the Information for New Members document regarding participation in CC4CA's committees.

Steering Committee: Each CC4CA member is asked to designate at least one person to serve on the Steering Committee, CC4CA's primary decision-making body. Members may choose to designate an additional Steering Committee representative. Member designees can be either elected officials or staff-level managers. The main criteria is to be able to speak on behalf of the member local government when it comes to making decisions about policy matters and other important business. It is particularly important to have your Steering Committee member(s) appointed, as this position is the main point of contact between the coalition and its members. **Please let me know when you have made the Steering Committee member**

decision so that I can make the appropriate changes to the committee roster and email distribution list.

Other CC4CA standing committees: CC4CA members are encouraged to also designate representatives on CC4CA's standing committees – the Policy Committee, the Leg Group subcommittee of the Policy Committee, and the Planning & Budget Committee. CC4CA member designees to these committees may be Steering Committee members, other elected officials, and/or management-level staff. The most important qualification for participating on the committees is the ability to speak for and make decisions on behalf of the CC4CA member government. Once you become more familiar with CC4CA, we hope the town will consider participating in these committees. The Information for New Members document outlines the responsibilities of each of these committees and the Rules and Responsibilities document goes into more detail. We would be glad to talk with you about what's involved in participating in these committees. You will notice in the membership roster for the Policy Committee that most member local governments choose to participate in this committee, since policy advocacy is what CC4CA is all about.

CC4CA's internal communications:

We have three main means of keeping CC4CA members in the loop about the coalition's actions and activities, as follows. I have already put you on the distribution lists for the weekly roundups and the more general CC4CA Currents newsletter. I will send a separate invitation to access the CC4CA Dropbox.

- Weekly roundups: To help control volume of email going out to members' representatives, we email this update weekly to consolidate requests for responses and to pass along information and updates such as meeting schedules and summaries of recent committee meetings, legislative and other policy advocacy information, and other general information of note. This is meant for the folks who will be the most active participants in the coalition – recipients are typically Steering Committee members, but also staff members and council members who are particularly interested in the day-to-day work of the coalition. I will put you on that distribution list until the town's Steering Committee member is designated.
- CC4CA *Currents* newsletter: We email this more general newsletter every other month, following Steering Committee meetings. It is intended for wider distribution among members' elected officials and staff managers to keep additional folks in the loop about CC4CA's most important actions and decisions. I am putting you on the distribution list. **Please let me know if there are others from the town council or staff should also be included on that list – if you think it appropriate, I would be glad to add the entire town council.**
- CC4CA Dropbox. This contains the documentation of CC4CA committee meetings, policy agenda and advocacy, governance and structure, external and internal communications, budget and planning, etc.

Next Steering Committee meetings: Steering Committee meetings are held on the first Friday of every other month from 9 – 11 a.m. We like to move the meetings around the state so each member community gets an opportunity to become more familiar with CC4CA. Steering Committee members can choose to attend either in person, or by way of the online meeting platform that we use, GoToMeeting. I will send you Outlook calendar item invites for the remainder of the year for that standing meeting. The next regularly scheduled Steering Committee meeting would have been June 7, but that has been canceled since the very important annual retreat of the Steering Committee, is scheduled for June 27 from 9:30 am – 5:15 pm, hosted by Vail at the Vail Golf and Nordic Clubhouse. I will send you a calendar meeting invite for that meeting, also. We hope that you and/or your Steering Committee designee will be able to attend.

CC4CA Executive Director Jacob Smith, Steering Committee chair Greg Clifton, and I welcome the opportunity to discuss anything about CC4CA with you or other town leaders.

Key upcoming dates:

- * May 10: Air Quality Control Commission considers ZEV rulemaking
- * May 16, 1-2:30 pm: Policy Committee conference call
- * May 21, 11 am-noon: Planning & Budget Committee conference call
- * May 23, 9 am-noon: Policy advocacy training workshop, Summit County Commons, Frisco
- * June 27, 9:30 am-5:15 pm: C4CA annual retreat hosted by Vail, at Vail Golf and Nordic Clubhouse
- * July 16, 11 am-noon: Planning & Budget Committee conference call
- * July 18, 1-2:30 pm: Policy Committee conference call
- * August 2, 9-11 am, Steering Committee meeting in Golden
- * August 15, 1-2:30 pm: Policy Committee conference call

Thanks!

Tom

Tom Easley, CC4CA Administrator
The Rocky Mountain Climate Organization
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easley@rockymountainclimate.org
www.rockymountainclimate.org



Information for New Members

Requirements for membership:

- Colorado counties, cities, and towns are eligible for membership.
- The elected body of the member local government must be supportive of membership in CC4CA.
- CC4CA members must support CC4CA's adopted policy agenda, which is updated annually. Unanimous consent of all members is required for adoption of the agenda. Formal affirmation by the member's elected officials is not required.
- CC4CA members must appoint at least one representative to the CC4CA Steering Committee (see below for additional information).
- Annual dues payments are submitted when the local government joins the coalition, and are renewed annually at the beginning of each calendar year. Pro-rated payments can be arranged during the first year of membership.

General information and internal communication:

- A description of the coalition and a prospectus are available on the CC4CA website and are also filed in the CC4CA Dropbox available to members.
- Weekly roundups: To help control volume of email traffic, this weekly update is emailed to member representatives. It includes consolidated requests for member responses, as well as information and updates such as meeting schedules, summaries of recent committee meetings, legislative and other policy advocacy information, and other general information of note.
- CC4CA *Currents* newsletter: This more general e-newsletter is published approximately six times annually, following Steering Committee meetings. It is intended for distribution among members' elected officials, staff managers, and other interested parties at their request to inform people about CC4CA's primary actions and activities.
- CC4CA Dropbox. Available to designated representatives of member governments, this online repository contains the most significant information about CC4CA committee meetings, policy agenda and advocacy, governance and structure, external and internal communications, budget and planning, and other matters.

Participation in committees:

- **Steering Committee:** Each CC4CA member is asked to designate at least one person to serve on the Steering Committee, the primary decision-making body governing CC4CA. Members may elect to designate an additional Steering Committee representative. Member designees can be either elected officials or staff-level managers; the main criteria is the ability to speak on behalf of the member local government when it comes to making decisions about CC4CA policy matters and other important business. For those decisions that are voted upon, each CC4CA member has one vote, regardless of its number of representatives on the Steering Committee.

The Steering Committee's responsibilities include, but are not limited to:

- Establishing rules for CC4CA operations

- Determining policy priorities to be referred to member jurisdictions for approval
- Approving CC4CA's budget
- Establishing CC4CA committees and setting their rules
- Making decisions on hiring of consultants

The committee generally meets the first Friday of every other month from 9 – 11 a.m., hosted by a CC4CA member. GoToMeeting is the online platform used to enable equitable participation by Steering Committee members, whether calling in to the meeting or attending in person.

The **Executive Committee** serves as a smaller cross-section of the full membership that can be readily available, responsive, and sufficiently nimble to make time-sensitive decisions, engage in more frequent communications with CC4CA's consultants, and to make it possible to reduce the duration and frequency of Steering Committee meetings. It consists of the Steering Committee president, chair, and vice-chair; the Policy Committee chair, Planning and Budget Committee chair, and one additional member if this makeup does not include either a West Slope or Front Range member government.

- **Other CC4CA committees.** CC4CA members are encouraged to designate representatives on the three other committees that attend to policy and operational matters:
 - **Policy Committee:** This committee, with input from the greater CC4CA membership, is responsible for the implementation of advocacy efforts on policy matters that are under consideration by the Colorado General Assembly, Congress, and the state and federal executive branches and their agencies. The policy agenda adopted by the CC4CA Steering Committee provides the framework that guides the activities of the Policy Committee. Policy Committee members must be empowered by their jurisdiction with decision-making authority related to implementing the policy agenda. Most CC4CA members choose to have representation on this committee and may designate more than one representative to serve on it, with a designated lead and an alternate (not necessarily a Steering Committee member). For those decisions that are voted upon, each CC4CA member has one vote, regardless of its number of representatives on the Policy Committee.

The committee has a designated chair and two vice-chairs chosen by committee members. It meets by conference call on the third Thursday of each month from 1 – 2:30 p.m.

Legislative Group subcommittee: The Legislative Group's charge is to manage the granular and intensive day-to-day work of advancing CC4CA's policy agenda during Colorado's legislative session. Its work is bounded by the adopted policy agenda and any other policy direction it receives from the Policy Committee or Steering Committee. It focuses exclusively on the legislature and CC4CA advocacy tied to legislative activity. In contrast, the Policy Committee focuses on the high-level integration and advancement of CC4CA's overall policy agenda. That work includes CC4CA's legislative advocacy as well as state executive branch, federal, and other elements of the overall advocacy strategy. The Legislative Group members must also be empowered by their jurisdiction with decision-making authority related to implementing the policy agenda.

The Legislative Group has a designated chair and vice-chair chosen by committee members. It meets by conference call on the second and fourth Wednesdays of each month from

12:15 – 1:15 p.m. during the January-May state legislative session, and may meet during other months as needed.

- **Planning and Budget Committee:** This committee develops and oversees the annual budget and organizational work plan adopted by the Steering Committee.

The committee is led by a chair and vice-chair chosen by committee members and meets on the third Tuesday in the month preceding each Steering Committee meeting from 11 a.m. – noon, and on other occasions as deemed appropriate by the chair.

Rules and responsibilities adopted by the Steering Committee guide the work of the committees.

Colorado Communities for Climate Action
2018-2019 Work Plan
(July 2018 – June 2019)
Updated by Steering Committee 12/7/18
Status Updates 3/26/19

CC4CA holds an annual retreat in June or July at which the Steering Committee adopts an updated Policy Agenda and identifies its advocacy priorities for the ensuing year. This enables CC4CA to engage in critical work tied to our legislative agenda prior to the legislative session beginning in January, as well as maintain a clear set of year-round priorities on non-legislative efforts. If the Steering Committee followed a typically calendar year planning cycle, it would still be determining legislative priorities long after the window to effectively prepare for the legislative session has passed.

Although conventionally an organization's work plan/priorities cycle and budgeting cycles would be aligned, CC4CA budgets on a calendar year cycle because it aligns more readily with the budgeting cycles of its member jurisdictions. As CC4CA grows in capacity, it may be important to reevaluate this, but at present the offset cycles is working well.

Based on the Steering Committee's Policy Agenda and priority setting in June 2018, and other priority- and goal-setting decisions during the year, this work plan focuses on five goals. For each goal it describes one or more objectives, one or more key activities for advancing each objective, and the anticipated completion date and current status of each activity. The five goals are:

1. Secure adoption of policies that will reduce greenhouse gas emissions and reduce the impacts of climate change on Colorado.
2. Improve CC4CA's visibility and credibility with allied organizations and key decisionmakers.
3. Grow CC4CA's membership.
4. Strengthen CC4CA's organizational infrastructure, operations, and financial health.
5. Strengthen the capacity of CC4CA's members to advocate on behalf of CC4CA's policy agenda.

Goal 1: Secure adoption of policies that will reduce greenhouse gas emissions and reduce the impacts of climate change on Colorado.		
<i>Primary Responsibility: Policy Committee, Leg Group, Executive Director</i>		
Objective 1.1: Advance CC4CA's Top Priority #1 - codify through statute aggressive and enforceable goals to reduce net statewide greenhouse gas emissions.		
Key Activities:	Anticipated Completion	Status
A. Ensure that major bills in the 2019 legislative session advancing this priority are aligned with CC4CA's priorities.	May 2019	Ongoing
B. Contribute to the passage of one or more bills that advance this priority in the 2019 legislative session.	May 2019	Ongoing

Objective 1.2: Advance CC4CA's Top Priority #2 - secure adoption in Colorado of advanced clean car standards and support collaborative efforts for effective implementation.		
Key Activities:	Anticipated Completion	Status
A. Encourage the governor/AQCC to initiate a LEV rulemaking process.	Spring 2018	Complete
B. Secure adoption of the LEV standard by the AQCC.	November 2018	Complete
C. Encourage the governor/AQCC to initiate a ZEV rulemaking process.	Early 2019	Ongoing (expected to begin May 2019)
D. Secure adoption of the ZEV standard by the AQCC.	Fall 2019	Ongoing
E. Take legislative action as required to protect the adopted LEV & ZEV standards.	2019 & 2020 legislative sessions as necessary	Tentatively Complete
Objective 1.3: Advance CC4CA's Top Priority #3 - secure development of a new CDPHE greenhouse gas inventory and forecast.		
Key Activities:	Anticipated Completion	Status
A. Craft or shape legislation to align with CC4CA's goals.	Fall 2018	Complete
B. Collaborate with one or more legislative sponsors to introduce this legislation, as appropriate.	Fall 2018	Complete
C. Secure passage and adoption of this legislation.	May 2019	Ongoing
D. Work with CDPHE to help ensure effective implementation.	2019+	
Objective 1.4: Opportunistically advance the other policy positions in the adopted Policy Agenda.		
Key Activities:	Anticipated Completion	Status
A. Identify lower-intensity opportunities to advance elements of CC4CA's Policy Agenda, primarily at the state level and as warranted at the federal level.	2019+	Ongoing
B. Craft and implement strategies to advance these policies.	2019+	Ongoing
C. Secure adoption of these policies where feasible.	2019+	Ongoing
D. Work to help ensure effective implementation of adopted policies.	2019+	Ongoing
Goal 2: Improve CC4CA's visibility and credibility with allied organizations and key decisionmakers.		
Primary responsibility: Steering Committee, President, Executive Director		
Objective 2.1: Maintain a professional and audience-specific website.		
Key Activities:	Anticipated Completion	Status
A. Regularly update the website and its contents.	Ongoing	Ongoing
B. Refresh the website to make it easier to navigate and easier to maintain.	January 2019	Partially complete
C. Evaluate hosting options and relocate the website if appropriate.	June 2019	In progress
Objective 2.2: Maintain effective external promotional materials.		

Key Activities:	Anticipated Completion	Status
A. Regularly update CC4CA external promotional materials and create new materials as needed.	Ongoing	Ongoing
Objective 2.3: Secure favorable, strategic media coverage for CC4CA and its policy efforts.		
Key Activities:	Anticipated Completion	Status
A. Secure media coverage as appropriate that advances CC4CA's policy agenda and establishes/sustains CC4CA's positioning as a credible, influential coalition of local governments.	Ongoing	Ongoing
B. Arrange periodic media trainings for CC4CA's primary spokespeople.	January & June 2019	On hold until after the session.
Objective 2.4: Strengthen relationships with legislators, the governor's office, key agency staff and appointed boards/commissions, key Congressional staff, and allied individuals and organizations.		
Key Activities:	Anticipated Completion	Status
A. Remain in contact with key legislators outside of the legislative session.	December 2018 (& resume again June 2019)	Ongoing
B. Arrange CC4CA meetings with appropriate gubernatorial and agency/commission staff.	March 2019	Ongoing
C. Arrange CC4CA meetings with appropriate Congressional representatives/staff.	March 2019	Partially complete
D. Communicate regularly with allied organizations.	Ongoing	Ongoing
E. Ensure that CC4CA representatives regularly testify at legislative hearings.	May 2019	Ongoing
F. Ensure that CC4CA representatives regularly testify at other key public meetings and hearings.	Ongoing	Ongoing
G. Engage with an informal network of individual elected officials from non-member local governments.	Ongoing	Ongoing
Goal 3: Grow CC4CA's membership.		
Primary responsibility: Steering Committee, Executive Director		
Objective 3.1: Grow the number of CC4CA's jurisdictional members to 20 by the end of 2018 and to 26 by the end of 2019.		
Key Activities:	Anticipated Completion	Status
A. Identify prospective new members based on geographic and political considerations and based on expressions of interest.	Ongoing	Ongoing
B. Engage with prospective new members and, where appropriate, initiate the formal process of becoming a CC4CA member.	Ongoing	Ongoing
C. Regularly communicate with CC4CA members to ensure that they are engaged at the level they wish and that CC4CA is providing what those communities need.	Ongoing	Ongoing
D. Finalize new memberships so that CC4CA has at least 20 members.	December 2018	Completed October 2018

E. Finalize new memberships so that CC4CA has at least 26 members.	December 2019	Ongoing
Goal 4: Strengthen CC4CA's organizational infrastructure, operations, and financial health. <i>Primary responsibility: Planning & Budget Committee, Executive Director</i>		
Objective 4.1: Update CC4CA's policies and governing documents.		
Key Activities:	Anticipated Completion	Status
A. Review and update all of the policies and other governing documents.	December 2018	Completed October 2018
Objective 4.2: Improve CC4CA's financial management practices.		
Key Activities:	Anticipated Completion	Status
A. Transition to Quickbooks for financial reporting.	January 2019	Completed
B. Engage the Planning & Budget Committee in reviewing more frequent financial reports.	Ongoing	Ongoing
C. Establish an operating reserve.	January 2019	Completed
Objective 4.3: Secure a fiscal host for 2019		
A. Finalize a new or extended fiscal hosting agreement for 2019.	December 2018	Completed
B. Finalize a new or extended fiscal hosting agreement, or the establishment of a CC4CA legal entity, for 2020.	December 2019	Steering committee expected to select an option in June 2019
Objective 4.4: Improve CC4CA's budgeting practices.		
Key Activities:	Anticipated Completion	Status
A. Adopt 2019 budget before January 2019.	December 2018	Completed
Objective 4.5: Expand CC4CA's revenue base.		
Key Activities:	Anticipated Completion	Status
A. Update CC4CA's dues structure to provide additional, clearer options.	December 2018	Completed October 2018
B. Explore and if appropriate secure CC4CA's first grant funding.	December 2019	Ongoing
Objective 4.6: Refine the annual retreat process.		
Key Activities:	Anticipated Completion	Status
A. Adopt an updated 12-month Policy Agenda at the 2018 annual retreat.	June 2018	Completed June 2018
B. Secure member ratification of the 2018-2019 Policy Agenda by September 30, 2018.	September 2018	Completed October 2018
C. Adopt an updated 12-month Policy Agenda at the 2019 annual retreat.	June 2019	Ongoing
Objective 4.7: Improve internal coalition communications.		
Key Activities:	Anticipated Completion	Status

A. Improve email practices: send fewer emails distributed to CC4CA members and more clearly indicate level of urgency on each.	Ongoing	Ongoing
B. Refine the weekly roundup based on member feedback.	December 2018	Completed August 2018, and may do additional refinements in 2019
C. Periodically provide materials optimized for the members of CC4CA's committees to easily communicate with their colleagues about activities and successes.	Ongoing	Ongoing
D. Keep members' elected officials and key staff informed about CC4CA policies and activities through other channels as appropriate.	Ongoing	Ongoing
Goal 5: Strengthen the capacity of CC4CA's members to advocate on behalf of CC4CA's policy agenda. <i>Primary responsibility: Executive Director</i>		
Objective 5.1: Conduct periodic trainings for CC4CA elected officials and staff.		
Key Activities:	Anticipated Completion	Status
A. Ensure that every CC4CA member jurisdiction has at least one easy opportunity to participate in a communications/climate science/advocacy training.	December 2019	13 of 21 members have participated (as of 3/19)
B. Maintain and distribute message guidelines to CC4CA members for talking about CC4CA, climate change, and the issues on which CC4CA advocates.	Ongoing	Ongoing
C. Explore opportunities and if appropriate collaborate with the Compact of Colorado Communities and/or other organizations on capacity-building resources for members of both coalitions.	Ongoing	Ongoing



Colorado Communities for Climate Action Highlights

May 2019

Colorado Communities for Climate Action is a coalition of 27 counties and municipalities across Colorado advocating for effective state climate policy. Our members span the Western Slope and Front Range; small rural towns and major suburbs; counties and municipalities; and wealthy, middle income, and low-income neighborhoods.

New members over the past year include Avon, Breckenridge, Clear Creek County, Dillon, Longmont, Northglenn, and Ridgway. Representing more than one-eighth of all Coloradans, CC4CA has become an impactful voice for clean air, climate action, and public health protection.

Legislative Successes

As an increasingly influential organization at the Capitol, CC4CA regularly meets with state legislators, is regularly invited to testify at legislative hearings, and plays a consequential role on climate-related legislation:

- CC4CA testimony helped kill a bill earlier this month that would have rolled back Colorado's newly adopted "low emission vehicle" standards.
- Our testimony helped move another important bill, the Colorado Energy Impact Assistance Act, out of committee in the House, and we are situated to help secure its passage in the Senate as well.
- CC4CA is coordinating political and coalition strategy on Senator Donovan's greenhouse gas inventory bill, an important priority for the coalition.
- CC4CA is a key player in the effort to pass significant legislation this session on greenhouse gas emissions. Local governments have particular concerns and needs, and are a powerful voice at the Capitol; we are working to make sure this legislation includes ambitious carbon reduction goals and a tangible path for achieving them.
- Less than halfway through the session nearly a dozen bills have already been introduced that CC4CA is engaged on. We are helping to kill those that weaken climate policy in Colorado, pass the ones that strengthen it, and incorporate amendments before bills are adopted to make sure the needs and perspectives of local governments are incorporated.
- In last year's session, despite the split chambers and a partisan divide that made it very difficult to advance legislation on climate and energy issues, CC4CA helped secure passage of two key energy storage bills. One established the rights of utility

Aspen · Avon · Basalt · Breckenridge · Boulder · Boulder County · Carbondale · Clear Creek County
Crested Butte · Dillon · Eagle County · Fort Collins · Frisco · Golden · Lafayette · Longmont · Louisville · Mountain
Village · Nederland · Northglenn · Pitkin County · Ridgway · San Miguel County · Summit County · Telluride · Vail ·
Westminster

customers to install and use battery storage to enhance their own renewable energy systems, and the other directed the Public Utilities Commission to adopt rules that address utility-scale storage systems.

- And CC4CA helped defeat bills in the last session that would have eliminated tax incentives for purchase of electric vehicles, repealed parts of the state renewable energy standards, and prevented the state from entering into climate and clean energy alliances with other states.

Advanced Clean Car Standards

In an effort that ran through much of 2018, CC4CA played a key role in securing two critical Colorado Air Quality Control Commission decisions:

- CC4CA led an energetic effort by local governments to persuade Governor Hickenlooper to consider adopting “low emission vehicle” standards, and then played a central role in the Commission’s decision late last year to actually adopt them. These standards, which twelve other states have also adopted, will protect Colorado from the EPA’s planned weakening of federal emissions standards.
- CC4CA also worked hard – successfully – to persuade the Air Quality Control Commission to begin a rulemaking process for the so-called “zero emission vehicle” standards. The state is expected to formally propose the rule this spring, designed to substantially expand electric vehicle opportunities in Colorado.

And CC4CA is now playing a lead role in the effort to actually adopt these ZEV standards. If we are successful, electric vehicles will become more affordable and Coloradans will have dramatically improved access to the full range of electric vehicle models on the market, including SUVs, crossovers, and trucks. These standards will also help ensure that all of Colorado – rural and Front Range alike – will fully benefit from the spread of electric vehicles. CC4CA and its coalition partners in this effort will remain heavily engaged until these standards are adopted.

Pushing for Strong Executive Branch Policies and Programs

CC4CA helped secure a critical Public Utilities Commission decision in February 2019 that gives many of our members a better chance at being able to expand their use of renewable energy. CC4CA began establishing a credible presence at the PUC last year, testifying in support of Xcel Energy’s proposed plan to retire early coal-fired power plants and invest instead in renewable sources.

In addition to our work with the Colorado Department of Public Health and Environment, CC4CA is working with the Governor’s staff, the Colorado Energy Office, and other state agencies. The focus is finding and implementing opportunities to better prepare for the local community impacts of climate change and to reduce Colorado’s carbon emissions.

The new governor’s cabinet and senior staff appointments include a number of CC4CA’s local elected officials, including the new director of the Colorado Department of Public Health and Environment, who relinquished her positions as an Eagle County Commissioner and CC4CA President in order to take on the new role.

The coalition has already built a reputation as a knowledgeable and trusted player, adding to legislative proceedings the voice and experience of city council and county commission members, as well as local government policy and technical staff experts. Through committee hearing testimony, personal contacts with legislators, and collaboration with other organizations, CC4CA actively engages with bills that advance a policy agenda unanimously adopted by the coalition to guide its work.

Training Members for Effective Advocacy

Over the past 15 months CC4CA conducted four well-attended regional training sessions around the state for elected officials, managers, and program staff of member jurisdictions. The sessions armed attendees with information and tools to more effectively represent CC4CA and their individual local governments in advocating for climate action at the state and federal levels.

CC4CA also ensures that its members – local elected officials and local government staff – have the opportunity to serve as witnesses during legislative hearings, meet with their legislators, testify during agency rulemaking processes, speak to reporters, and publish opinion pieces in local and statewide media outlets. In the past year alone, thirty CC4CA representatives have testified, a dozen have been quoted in news stories, and two dozen have published letters to the editor and guest editorials in news outlets.

Building Strategic Relationships

CC4CA continues to build constructive relationships at multiple levels. For instance:

- We offered every gubernatorial candidate from both major parties last year an opportunity to meet and learn about CC4CA and the climate-oriented concerns of our local government members. The candidates we ended up briefing included the new governor and helped us establish a strong relationship from the very beginning of his term.
- Similarly, CC4CA is meeting with every member of Colorado's Congressional delegation representing CC4CA members.
- CC4CA maintains a strong working relationship with other organizations representing local government interests, including the Compact of Colorado Communities and the Colorado Municipal League.

In just three years, Colorado Communities for Climate Action has evolved from an interesting idea into an influential coalition shaping state climate policy. It can be very difficult for individual local governments to influence state policy on their own, but a coalition of more than two dozen local governments all speaking with one voice has an outsized impact.

For more information:
Jacob Smith • jsmith@cc4ca.org • (303) 810-6017 • CC4CA.org



Adopted Rules, Responsibilities, and Policies

Steering Committee

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Executive Committee

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President

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Policy Committee

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Policy Committee: Additional Policies	Adopted 2/21/19	Page 6
Legislative Group Subcommittee General Rules	Adopted 11/5/18 Revised 12/7/18	Page 7

Budget

Budget General Rules	Adopted 2/3/17 Amended 10/5/18	Page 9
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Steering Committee: General Rules

Adopted by Steering Committee 10/6/17

1. Purpose—The Steering Committee shall be the decision-making body governing CC4CA. Its responsibilities include but are not limited to:

- Establishing rules for CC4CA operations
- Determining policy priorities to be referred to member jurisdictions for approval
- Approving CC4CA's budget
- Establishing CC4CA committees and setting their rules
- Making decisions on hiring of consultants

2. Membership—Each member government shall have at least one member and may have multiple members serve on the Steering Committee, but each member government shall have only one vote on any matter voted upon by the Steering Committee.

3. Steering Committee Leadership—The Steering Committee shall elect its Chair, who shall serve up to a two-year term on a calendar-year basis. To broaden the participation in and responsibility for CC4CA operations, a Chair may not directly succeed himself or herself in that role. The Steering Committee shall also elect a Vice Chair, who also shall serve up to a two-year term intended to be preparatory for eventually assuming the Chair position.

4. Decisions—The Steering Committee shall operate on the principles of mutual respect among members and, to the extent possible, consensus among members. Adoption of CC4CA overall policy priorities shall require unanimous approval, expressly indicated, among all member jurisdictions. For other decisions made by vote:

- A quorum shall be comprised of members representing a majority of member jurisdictions, counting members physically present at a meeting, those connected by telephone or other electronic means, and, in the case of any votes held open for supplemental votes by email, those so voting.
- Decisions shall be made by majority vote.
- Votes may be entirely by email or may be held open for supplemental votes by email, so long as the matter being voted on by email is clearly explained in writing.

5. Privacy—In order to keep confidential discussion of strategic matters, the Steering Committee meetings shall not be open to the general public, and a private conference line or other communications method will be used by those attending by telephone or other electronic means. It is up to each member government to ensure that their open meeting laws are not triggered by the participation of its representative(s) in these meetings.

Executive Committee: General Rules

Adopted by Steering Committee 9/1/17

Revised by Steering Committee 2/9/18

Revised by Steering Committee 12/7/18

1. **Purposes** – The purposes of the Executive Committee are to serve as a smaller cross-section of the full membership that can be readily available, responsive and sufficiently nimble to make certain time sensitive decisions and to engage in more frequent communications with CC4CA’s consultants, and to make it possible to reduce the duration and/or frequency of Steering Committee meetings.
2. **Role & Scope** - The Executive Committee will make minor decisions about CC4CA operations between meetings of the Steering Committee that in the judgment of the Executive Committee should not wait for the next meeting of the Steering Committee. These decisions are to be informed by the knowledge of the organization and past decisions made by the Steering Committee, including the organization’s guiding and other documents (e.g., Mission and Vision, Policy Agenda, Budget, and Work Plan). The Executive Committee, however, will not make decisions on legislative positions as these are already delegated exclusively to the Policy Committee and its chairs through that committee’s established urgent protocol.
3. **Membership** - The Executive Committee will consist of the sitting CC4CA President, if he or she is willing and able; the Chair of the Steering Committee; the Chair of the Policy Committee; the Chair of the Legislative Group subcommittee; and the Chair of the Planning and Budget Committee. When this makeup does not include at least one representative from either a Front Range or Western Slope member government, the committee will also contain an additional member to provide that representation.
4. **Quorum** – The Executive Committee will be deemed to have a quorum to make decisions so long as there are at least three members participating in the meeting.
5. **Meetings** – The Executive Committee will normally meet every other month, alternating with Steering Committee meetings, but may meet more or less frequently depending on need.
6. **Decisions** – All decisions of the Executive Committee must be arrived at by consensus. This does not require each committee member to support a decision, but at least not oppose it-- in other words, must believe that the larger CC4CA membership can “live with it.”
7. **Communications to Steering Committee** – All substantive decisions once made by the Executive Committee are to be communicated to the full Steering Committee within three business days.
8. **Transitioning Steering Committee Meetings to Bimonthly Meetings** – With the creation of the Executive Committee relieving some of the roles and burdens of the Steering Committee, the latter will transition to normally meeting every other month instead of monthly.

President: Roles and Responsibilities

Adopted by Steering Committee 2/3/17

The role of the president of CC4CA is to serve as the central public face of the organization in representing CC4CA in some high profile external matters when it is possible for the president to do so.

Examples may include:

- Signing letters on behalf of CC4CA, typically transmitting a position previously agreed to by CC4CA members.
- Making statements on behalf of CC4CA in news releases and other public documents.
- Playing a leading role in delegations representing CC4CA in particularly important meetings with government officials and perhaps others.

When the president for scheduling or other reasons cannot perform any of these actions, others can do so instead.

The term of the president will be one year.

In 2017, the president will be an elected official of a member jurisdiction in CC4CA, but in other years will not necessarily be an elected official.

Policy Committee: General Rules

Adopted by Steering Committee 11/4/16

Revised by Steering Committee 12/7/18

1. Purpose—Using the adopted Policy Statement, the Policy Committee will direct the implementation of all advocacy efforts on policy matters of concern to CC4CA that are under consideration by the Colorado General Assembly, Congress, and the state and federal executive branches and their agencies, with input from the greater CC4CA membership.

2. Membership—Each member government will have the option, but not the requirement, to appoint one of its steering committee members to the Policy Committee. These Policy Committee members may be either elected or staff, but must be empowered with decision-making authority related to implementing the approved CC4CA Policy Statement. To ensure continuity, when possible these members are to serve on the committee for at least two years and are expected to keep the elected officials of their governments apprised of all substantive policy decisions made by CC4CA. If the designee from a member government cannot attend a meeting or is unable to vote, only the designated back-up from that jurisdiction may fill their place.

3. Policy Committee Leadership—The committee shall elect a Chair, First Vice Chair and Second Vice Chair. The make-up of this leadership is encouraged to reflect the diversity of CC4CA's membership. Leadership positions shall be limited to two- year terms. The Chairs shall be responsible for convening and facilitating Policy Committee meetings and preparing and disseminating to the membership all necessary materials and subsequent committee decisions. When time does not permit consideration by the full Policy Committee of a matter, the Chair and vice chairs may by consensus make a decision on behalf of the Policy Committee. Any such decision shall be immediately communicated to the full Policy Committee.

4. Meetings—Meetings should take place on pre-determined dates at least once a month via conference call. Other meeting dates may be scheduled as needed for urgent matters.

5. Decisions—All substantive policy decisions of the Policy Committee must be arrived at by consensus. This does not require each representative to support the decision, but at least to not oppose it. In other words, that their governments can “live with it.”

6. Privacy—In order to keep discussion of strategic policy matters confidential, the Policy Committee shall be conducted over a private conference line and shall not be open to the general public. It is up to each member-government to ensure that their open meeting laws are not triggered by their participation in these meetings.

7. Legislative Group (“Leg Group”)—The Legislative Group (“Leg Group”) is a subcommittee of the Policy Committee. It is charged with coordinating and collaborating with the Executive Director and Lobby Team on the granular and at times intense work that takes place leading up to and through the annual legislative session. This work is separate from the high-level policy work that is overseen by the Policy Committee, but it is expected that the Leg Group will in essence report to the Policy Committee, will maintain strong communication links to the Policy Committee as it does its work, and may involve the Policy Committee in its decision making processes from time to time.

Policy Committee: Additional Policies

Sign-On Letters Policy (Approved by Policy Committee 2/21/19)

CC4CA is regularly invited to join sign-on letters to elected and appointed officials about specific policy issues. The Executive Director will generally determine whether CC4CA joins a particular sign-on letter based on the following considerations:

- Will signing the letter help us advance one or more of our policy positions in our Policy Agenda?
- Will signing the letter help us advance one of our priority issues?
- Will the addition of CC4CA's name make a significant difference in the letter's impact?
- Would it make more sense for CC4CA to send its own letter versus joining the sign-on letter.
- How diverse are the constituencies represented by other signatories to the letter, and would signing the letter undercut our identity as a coalition of local governments?
- How often have we joined sign-on letters and/or sent our own letters to the same recipients?
- Do any of the other signatories present political or other problems for CC4CA?
- Does the content of the letter create a perceived or actual risk of violating legal standards of some kind to which CC4CA is accountable?
- If the issue is not of particularly high importance to CC4CA, would joining the letter improve our relationship with an important partner?

If the sponsor of the letter is inviting CC4CA and individual CC4CA jurisdictions to join, the ED will sort out how best to proceed with the sponsor.

If a CC4CA member contacts the ED about joining a letter, the ED will determine whether to join, decline, or bring the issue to the Policy Committee for additional guidance.

The ED will periodically inform the Policy Committee about sign-on letter invitations and whether CC4CA joined or declined.

If the ED determines that a particular invitation presents an especially complicated situation, or where the ED feels she/he needs additional guidance from the Policy Committee, the ED will bring it to the Policy Committee for consideration if time permits. If the timeframe doesn't allow for Policy Committee consideration, the ED will bring it to the Policy Committee chair and vice-chairs for their consideration.

Legislative Group Subcommittee: General Rules

Approved by Steering Committee 10/5/18

Revised by Steering Committee 12/7/18

Group purpose: The Legislative Group (“Leg Group”) is charged with coordinating and collaborating with the Executive Director and Lobby Team on the granular and at times intense work that takes place leading up to and through the annual legislative session. This work is separate from the high-level policy work that is overseen by the Policy Committee, but it is expected that the Leg Group will in essence report to the Policy Committee, will maintain strong communication links to the Policy Committee as it does its work, and may involve the Policy Committee in its decision making processes from time to time. Member participation on the Leg Group is optional. Members’ interests with respect to the work of the Leg Group will be fully protected and represented through the Steering Committee, Policy Committee and the Policy Agenda process.

1. The Legislative Group's charge is to manage the granular and intensive day-to-day work of advancing CC4CA’s Policy Agenda during Colorado’s legislative session. Its work will be bounded by the adopted Policy Agenda and any other policy direction it receives from the Policy Committee or Steering Committee. It will focus exclusively on the legislature and CC4CA advocacy tied to legislative activity. In contrast, the Policy Committee will focus on the high-level integration and advancement of CC4CA’s overall policy agenda. That work includes CC4CA’s legislative advocacy as well as state executive branch, federal, and other elements of the overall advocacy strategy.
2. The Leg Group is a subcommittee of the Policy Committee.
3. Each CC4CA member can designate one person to serve as their primary representative to the Leg Group, and a second designee to serve as their alternate. Because the Leg Group is intimately engaged in supporting CC4CA’s legislative advocacy efforts, members should expect this work to be intensive at times, especially during the legislative session. Attendance is vital to the success of this subcommittee. There is an expectation that members will participate in the meetings.
4. Leg Group members must be empowered with decision-making authority on behalf of their jurisdiction related to implementing the approved CC4CA Policy Statement. Members may be either elected officials or staff.
5. The Leg Group will periodically elect a chair and vice chair. The chair and vice chair will each serve 1-year terms, with a maximum of two consecutive terms in each role. The terms of the chair and vice chair will be the period of November 1 through October 31.
6. The Leg Group chair and vice chair should ensure that one or the other attends Policy Committee meetings. Other than the chair and vice chair, no one on the Leg Group is expected to also serve on the Policy Committee, although anyone who wants to serve on both can do so. CC4CA staff will also help ensure continuity and coordination between the Leg Group and the full Policy Committee, in addition to the Leg Group chair and vice chair.
7. Just before and during the legislative session the Leg Group will meet frequently. It will generally ramp up in December and run through the end of the session. The Leg Group will typically meet

rarely between the end of the session and the approach of the next session. This approach assumes that the Policy Committee will be charged with shepherding any interim work done to develop specific CC4CA legislation.

8. The Leg Group is responsible for taking bill positions on behalf of CC4CA. It is expected that CC4CA staff, primarily the ED, will make day-to-day operational and tactical decisions in collaboration with the CC4CA Lobby Team to best advocate for those positions. The ED will keep the Leg Group chair, vice chair, and members apprised of these decisions as necessary, and will utilize Leg Group meetings to solicit guidance, etc., when possible.
9. The Leg Group has the authority to seek guidance from and even delegate decisions to the full Policy Committee. It is expected that any legislative or advocacy decisions that are not clearly in the CC4CA wheelhouse will be “bumped up” to the PC.
10. The Leg Group will utilize an “Urgent Protocol” for those instances when a decision requires quick action on the part of the organization. In these circumstances, the Leg Group chair, vice chair, and CC4CA ED will be empowered to take bill positions and other actions on behalf of the organization.
11. All Leg Group decisions must be made by consensus. A quorum is not required for decision-making.

Budget: General Rules

Adopted by Steering Committee, February 3, 2017

Amended by Steering Committee, October 5, 2018

1. There shall be a standing Planning & Budget Committee, with each member having a term of a calendar year. The Planning & Budget Committee shall elect its Chair and Vice Chair, also for calendar year terms. (Committee name change adopted by Steering Committee October 5, 2018.)
2. Before the end of a calendar year, the (outgoing) Planning & Budget Committee shall propose a preliminary annual budget to the Steering Committee, which shall adopt it (with any changes the Steering Committee makes) not later than the first Steering Committee meeting of the following year.
3. Before the end of March, the Planning & Budget Committee shall propose a permanent budget for that year to the Steering Committee, which shall consider the permanent budget at its next meeting.
4. The Planning & Budget Committee shall meet on a quarterly basis. In advance of those meetings, the CC4CA executive director shall provide to the Planning & Budget Committee current reports on CC4CA's actual budget status.
5. The Planning & Budget Committee shall have authority during the year to revise the permanent budget by making changes in line items not to exceed \$1,000 without seeking Steering Committee approval. The Budget Committee shall report any such revision to the Steering Committee at its next meeting.
6. The executive director can authorize incurring an expense and/or making a payment of up to \$500 without any approval as long as the following conditions are met:
 - The expenditure is authorized under the current budget.
 - CC4CA's actual spending overall is at or less than the projected amount (Year-to-Date) of the overall budget.
 - CC4CA's actual spending in each budget line item is no more than 10% or \$250 over budget (whichever dollar amount is higher).

(This provision adopted by the Steering Committee October 5, 2018)



Colorado Communities for Climate Action

May 2019

Colorado Communities for Climate Action is a coalition of counties and municipalities that advocates for state and federal policies to protect Colorado's climate for current and future generations.

These state and federal actions are needed to complement the local climate actions CC4CA members already have underway, which include ambitious goals to reduce carbon pollution and strong local policies to meet those goals. But local governments simply cannot meet their climate goals on their own—they also need a better framework of state and federal climate policies to enable their local actions to be more effective. That reality led to the creation of CC4CA, in which local governments have joined forces to work for state and federal actions supporting and complementing local climate-protection actions.

The coalition represents more than one-eighth of all Coloradans. The 27 members of CC4CA are:

- | | | |
|----------------------|--------------------|---------------------|
| • Aspen | • Dillon | • Nederland |
| • Avon | • Eagle County | • Northglenn |
| • Basalt | • Fort Collins | • Pitkin County |
| • Boulder | • Frisco | • Ridgway |
| • Boulder County | • Golden | • San Miguel County |
| • Breckenridge | • Lafayette | • Summit County |
| • Carbondale | • Longmont | • Telluride |
| • Clear Creek County | • Louisville | • Westminster |
| • Crested Butte | • Mountain Village | • Vail |

Colorado Communities for Climate Action has adopted, by unanimous consent among its members, a policy agenda of steps that should be taken at the state and federal levels, often in partnership with local governments, to enable Colorado and its communities to lead in protecting the climate. The agenda includes state legislative and executive branch policies and actions to:

- Extend current authorities and provide new ones for local actions
- Set new state climate-protection goals
- Define and implement concrete steps to meet those goals
- Reduce carbon pollution through concrete new policies on electricity generation, energy efficiency, transportation, and waste management.

For more information:

Jacob Smith • jsmith@cc4ca.org • (303) 810-6017

CC4CA.org



June 12, 2019

Dear Representative McLachlan and Senator Don Coram:

You already know this, but Colorado is a special place. Our mountains, rivers, valleys, plains, forests, wildlife, and wilderness are unparalleled and draw visitors from around the world. And with so much to love about our great state, it is unsurprising that our population has grown.

In 1930, one million Coloradans called our great state home. Today, more than five million residents live here, a figure that is expected to exceed 10 million by 2050. And as our state's population continues to grow and the effects of climate change take hold, it has been estimated that there will be severe water shortages -- equivalent to the yearly supply needed for approximately 2.5 million residents -- unless climate change and water consumption trends are sufficiently addressed.

We can mitigate this looming catastrophe by acting decisively and acting now. The consequences of inaction will be devastating. That is why we urge you to find a long-term, sustainable source of funding for the Colorado Water Plan and prioritizing the plan's conservation elements.

The same geological forces that shaped our mountains, rivers, valleys, and plains also made us a headwaters state. We are home to the headwaters for some of our nation's most important rivers, including the Colorado, Arkansas, South Platte, and Rio Grande. Our water supply is fundamental to meeting the state's current and future needs, including clean drinking water, agriculture, opportunities for outdoor recreation, and sustaining the natural environment.

Please protect the waterways we hold dear and the life -- and lifestyle -- they support. Please fund the Colorado Water Plan.

In gratitude for your consideration,

Mayor Pro-Tem Eric Johnson, on behalf of the Town of Ridgway Town Council



MASSEY FERGUSON

Prepared for: TOWN OF RIDGWAY
Proposal Number: QQ-0238154
Good Through: 04-30-2019

Dealership Name: Montrose Imp. & Motor Sport
Dealer Representative: Ben Leben
Representative Email: ben@montroseimplement.com

Model # MSRP

MF1740MH Compact Tractor \$ **40,796.00**

- MF1740MH Compact Tractor
- MF1740M - HST Cab
- F10-16.5 6PR SS TL/R14.9-24
- MFDL125 SS Assy Ctr Loader P
- 66" Skidsteer Bucket
- Completing Package - Std Cab
- PROP 65 Warning Decal
- English Language Manuals

Total Retail Price \$ **40,796.00**

Cash Price \$36,000.00
Lowest Payment \$526.00/Month
Lease Payment \$5,557.00/Annual



Cash Price

Cash Price

Sale Price	\$ 36,000.00
Trade-In:	\$ 0.00
Net Price	\$ 36,000.00
Taxes	\$ 0.00
Final Customer Price	\$ 36,000.00



Finance Rate

Finance Rate

Sale Price	\$ 36,000.00
Down Payment + Trade-In:	\$ 0.00
Net Price	\$ 36,000.00
Taxes	\$ 0.00
Amount Financed	\$ 36,000.00

Financing Options*

4.99% for 36 months	\$ 1,079.00
5.24% for 48 months	\$ 833.00
5.49% for 60 months	\$ 687.00
5.74% for 72 months	\$ 592.00
5.99% for 84 months	\$ 526.00

Monthly Payment



Lease

Lease**

**Based on 300 Hours/Year Usage

Lease Options*

36 months	\$ 6,890.00
48 months	\$ 6,019.00
60 months	\$ 5,557.00

Annual Payment



This Letter is a non-binding indication of interest regarding a possible transaction on the general terms and conditions outlined herein and is not a legal commitment. This Letter is intended for the use of the Customer only. *The following is a proposal for financing for the customer named herein ("Customer") regarding the equipment described herein ("Equipment") by AGCO Finance LLC for discussion purposes only. Customer participation subject to credit qualification and approval by AGCO Finance LLC. Not all Customers may qualify for this rate or term. This proposal is not a statement of all terms and conditions of any financing that may be approved. This Letter is intended for the use of the Customer only. This Letter is valid until "Good Through" date listed above and thereafter shall automatically be deemed to be null and void. ***The cash price is a good faith dealer estimate only. See dealer for details.



MF 1740M



(F.O.B. Port of Entry)

MASSEY FERGUSON®

TRACTOR FEATURES

POWER TRAIN

- Engine:
 - 40 Rated HP Shibaura 3-Cylinder liquid cooled Diesel, 1.7L (101 cu in) Direct Injection, Turbocharged and Intercooled, Electronic Engine Control
 - 31.2 PTO HP @ 2600 RPM - Shuttle
 - 29.1 PTO HP @ 2600 RPM - Hydrostatic
 - Emission Standard Category: Tier 4
- Dual Element Dry Type Air Cleaner
- Transmission:
 - 12F/12R Power Shuttle with 4 Synchronized Gears and 3 Ranges.
- Servo-HST Electronic Hydrostatic Transmission with 3 Ranges, Cruise Control, Stall Guard, Max Speed Control and Response Control
- Sealed Wet Disc Brakes
- Pedal Operated Rear Differential Lock
- PTO:
 - Rear - 540 RPM Independent Electro Hydraulic
 - Mid - Optional 1916 RPM Independent

HYDRAULIC SYSTEM

- 3-Point Hitch Cat I with Position Control Standard, Draft Control Optional
- Lift Capacity @ 24 inches - 2,535 lb (1150 kg)
- Telescopic Stabilizers
- Telescopic Draft Link Ends
- Dual Engine Driven Gear Pump
- Flow at Remotes 12.1 GPM (45.6 LPM)
- Hydrostatic Power Steering
- One Rear Remote Valve Standard on Cab Models, up to 3 Possible. Loader Joystick Standard

INSTRUMENTS

- Combination Digital and Analog Front Dash Display
- Tachometer and Hour Meter
- Temperature and Fuel Gauges
- 4wd Engagement Indicator
- Warning Lights: High Beam Indicator, Engine Oil Pressure, PTO Engagement, Battery Charge (alt) Indicator, Glow Plug Indicator and Flasher Indicators
- Key Operated Electronic Fuel Shutoff and Glow Plug Control

OTHER STANDARD FEATURES

- ISO Mounted Flat Platform w/Molded Rubber Floor Mat
- One Piece Tilt-up Hood
- 3 Position Tilt Steering
- Deluxe Adjustable Suspension Seat with Arm Rest
- 2 Post Folding ROPS and Retractable Seat Belt
- Turn Signals, Flashers, Tail Lights and SMV Emblem
- 4 Headlights

CAB FEATURES

- Heating and Air Conditioning
- Mobile Phone Holder
- Wired for Radio and Speakers
- Radio Antenna
- Front and Rear Wiper / Washer
- 2 Front Work Lights
- 2 Rear Work Lights
- Rear and Side opening Windows
- Right and Left Entry Doors
- Right and Left External Mirrors
- Deluxe Digital Display w/Ground Speed (HST Only), Engine Coolant, Temperature, Fuel Level and Diagnostic Readout
- 12V Power Outlet
- ROPS Certified
- Recirculation Filter
- **Note: 3-Point Mounted Backhoe Installation Voids Warranty. Use the Required Subframe Mounting Kit.**

IMPLEMENT FEATURES

MF DL125 LOADER

- One Piece Main Frame with Tapered Arms and Single Cross Member
- Quick Attach Loader Frame Mount with Pin Lock
- Built-in Parking Stands
- (2) 2.4 inch Double Acting Lift Cylinders
- (2) 2.4 inch Double Acting Bucket Cylinders
- Hydraulic Lines Routed Inside Main Frame for Protection and Visibility
- 3rd Function Capable, Soft-Drive Capable
- Galvanized Steel Bushings with Recessed Grease Points
- Universal Skid Steer Implement Attachment
- Grille Guard Standard
- Fits MF1735M and MF1740M Compact Tractor Models with R1 AG, R3 Turf, or R4 Industrial Tires
- Maximum Lift Height: 102.4 Inches at Pivot
- Lift Capacity to Full Height @ 19.6 inches Forward of Pivot Pin: 1300 lbs
- Breakout Force: 2190 lbs
- Rated Hydraulic Pressure: 2277 PSI

CC: BDCL
Hunt
Calkins



COLORADO
Department of Transportation

Region 5
Region Director's Office
3803 N. Main Avenue, Suite 306
Durango, CO 81301

May 30, 2019

Attention: Connie Hunt
Ouray County Commissioners
P.O. Box C
Ouray, CO 81427

Re: CDOT Region 5 Invite to the 2019 County Meeting

Dear County Commissioners,

The Colorado Department of Transportation (CDOT) would like to engage with you to identify critical transportation needs and projects that will guide funding decisions over the coming decade. CDOT traditionally reaches out to our planning partners by seeking input on transportation needs from County Commissioners at scheduled public meetings in their county. This effort includes all modes of transportation including our transit services such as Bustang and Bustang Outrider.

A meeting with CDOT is scheduled for:

Date: Tuesday, June 18th

Time: 11:00 AM

Location: Ouray County Land Use Conference Room
111 Mall Road
Ridgway, CO 81432

This planning effort will kickoff in spring of this year and is expected to be completed by the spring/early summer of 2020. Over the next year, CDOT will be working with the Transportation Planning Regions to develop the Regional Transportation Plans which identify priority corridors and projects. These plans are developed with extensive input and feedback from the public and local agencies through meetings like this one. The end product will be a multimodal plan that:



- Guides funding decisions over the next ten-years;
- Addresses national goals, and state planning factors;
- Considers related studies;
- Considers vision, needs and desired state of the system;
- Includes multi-modal strategies to ensure the preservation and most efficient use of the existing system;
- Includes operational and asset management strategies to improve the performance of the existing system.

We have scheduled county meetings throughout Region 5 during the next few months to get your input. Please invite your Transportation Planning Region representatives, town/city and government officials and organizations, and transit providers and/or anchor institutions within your county that you feel would help ensure a robust conversation. CDOT will also be reaching out to those entities to ensure they get a chance to join us in conversation with you regarding projects and needs over the next ten years. In addition, these meetings will be an excellent opportunity for your Transportation Commissioner, Kathy Hall, to meet with the local officials in her district.

CDOT will be combining the input from county and TPR meetings with public input gathered from other forums such as online surveys, telephone town halls, pop-up events at county fairs, etc. We welcome this opportunity to exchange information about our transportation accomplishments and needs. Your participation in these meetings is critical to ensuring that CDOT is meeting the transportation needs of our state. Please visit <http://www.YourTransportationPlan.com> for more information about ways to engage.

Please do not hesitate to contact Linda Morschauser at: linda.morschauser@state.co.us or 970 385-1452, if you have any questions. We look forward to seeing you!

Sincerely,



Michael D. McVaugh
Region Transportation Director

cc: Transportation Commissioner K. Hall
T. Cady
M. Muraro
File





COLORADO

Department of
Transportation

2040 | Regional Transportation Plan

February 2015

Gunnison Valley

Transportation Planning Region





Photos courtesy of CDOT except where noted. Cover photo by Charles E. Carstensen © Creative Commons, 2.0 Generic via Flickr.

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A Message from your Gunnison Valley Transportation Planning Region Chair

As Chair of the Gunnison Valley Transportation Planning Region, representing Delta, Gunnison, Hinsdale, Montrose, Ouray, and San Miguel counties, it is my responsibility to ensure that our area's transportation needs and priorities are recognized, made easily accessible, and communicated to the public and key transportation decision-makers. This Regional Transportation Plan accomplishes these goals and more. It recognizes current needs and priorities, while formulating solutions to keep pace with regional growth and changing conditions.

The Gunnison Valley Transportation Planning Region began transportation plan development in May of 2013. This document is the reflection of Transportation Planning Region member input, various types of data and information, and broad public sentiment expressed in online and printed surveys and in responses to telephone town hall questions.

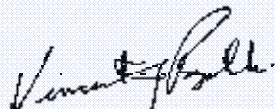
A Regional Transportation Plan that reflects the overall priorities and needs for our area is vital at a time of limited funding for transportation. This plan will help inform decisions the Colorado Department of Transportation makes about the state's transportation system.

This Regional Transportation Plan has been developed in tandem with the Colorado Department of Transportation's development of the Statewide Transportation Plan. These plans will be integrated, demonstrating the important role that transportation in the Gunnison Valley Transportation Planning Region plays in the overall state transportation system. For example, the priority corridors and transportation needs identified in this plan have been rolled up into the Statewide Transportation Plan.

This plan is intended to be a living, useful document that is referred to when transportation decisions are being made and as the Transportation Planning Region implements the action items listed in the final chapter of the Regional Transportation Plan. The plan will be revisited periodically by the Transportation Planning Region and others to ensure that we are on the right path toward accomplishing the vision and goals set forth by it.

Your familiarity with our region's transportation needs and priorities and the challenges that we face is important now and into the future. I invite you to review this plan and become more engaged in the Gunnison Valley Transportation Planning Region's transportation future.

Sincerely,



Vince Rogalski
Chair, Gunnison Valley Transportation Planning Region

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Chapter 1 Regional Transportation Story

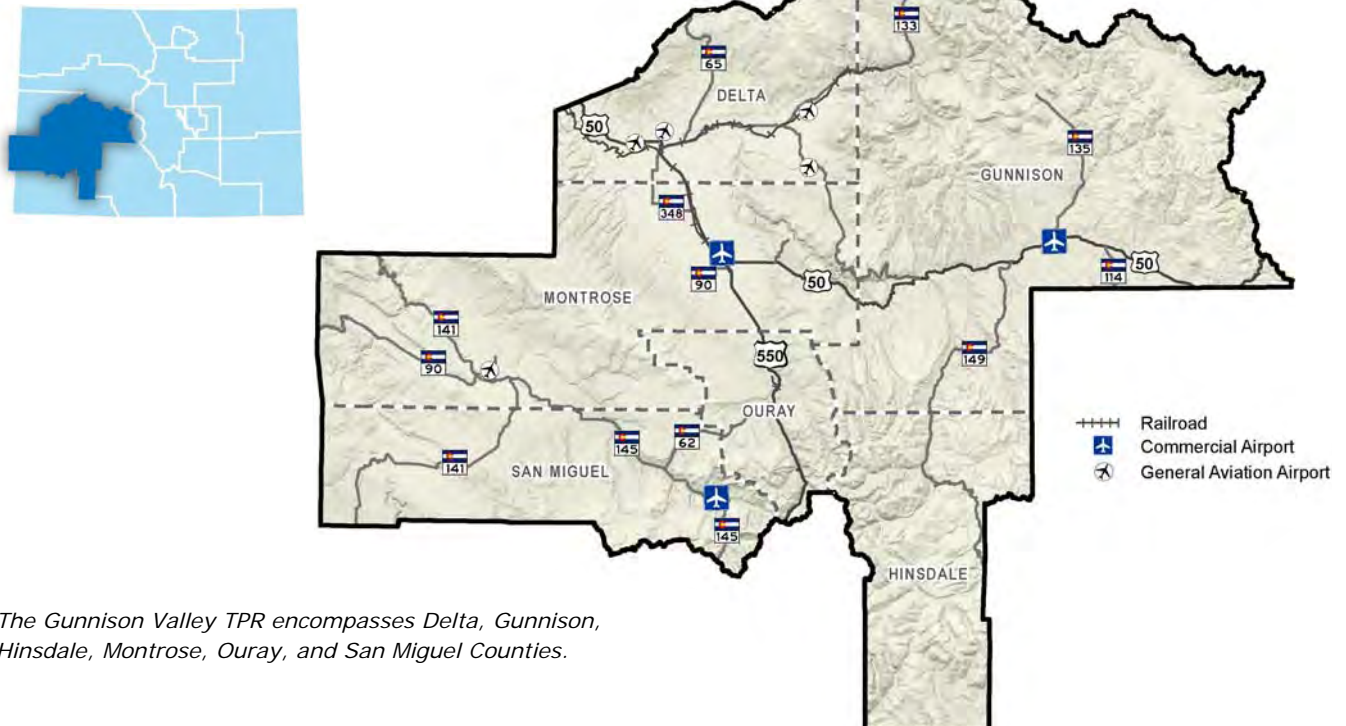
Anyone who has traveled across Colorado knows that it's a good idea to bring a map. Whether it's displayed on a smartphone, folded in the glove compartment, or doodled on a napkin, a map can tell you where you've been, where you're going, and the best route to arrive safely at your destination. This 2040 Regional Transportation Plan (RTP) is the map for the future of the Gunnison Valley Transportation Planning Region (TPR). It lays out all the information needed to guide the continuing development of a multimodal transportation system for the Gunnison Valley TPR. The RTP recognizes current needs and priorities, while formulating solutions to keep pace with regional growth and changing conditions. It extends out 25 years to 2040, but has a particular focus on the first 10 years, up to 2025, allowing the region to think clearly about what kind of transportation is needed in the Gunnison Valley today, tomorrow, and in the future.

The RTP serves multiple purposes that, together, establish the foundation for regional decision-making related to the statewide transportation system. It is developed using stakeholder input, public feedback, and regional data. It allows the people of the Gunnison Valley TPR to clearly communicate their needs and priorities for transportation to the Colorado Department of Transportation (CDOT) and the State Transportation Commission, which simultaneously helps them understand what to expect from CDOT with regard to planning, funding, and completing projects in the TPR. The RTP is updated periodically (approximately every four years) to adjust for changes in travel behavior, transportation policy, and the transportation system over time.

Colorado has a unique transportation story because of its diverse regions. This story is being told through a video located on CDOT's planning website. The Colorado transportation story includes local and regional aspects of life in the Gunnison Valley, making this regional transportation story an important part of painting the full picture of transportation in Colorado.



Gunnison Valley TPR

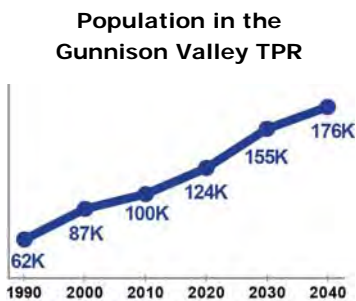


The Gunnison Valley TPR encompasses Delta, Gunnison, Hinsdale, Montrose, Ouray, and San Miguel Counties.

The regional transportation story for the Gunnison Valley TPR describes the region's unique characteristics, along with some of the key transportation conditions that help to define the Gunnison Valley TPR. The goals and vision for the TPR are also identified.

Landscape

The geography and climate of the region are important factors for travel. Roads in the Gunnison Valley traverse the semi-arid Western Slope; mountain passes of the San Juan, Elk, and Sawatch ranges; and deep canyons along the Gunnison River and its tributaries. These geographic conditions have an impact on the safety and efficiency of the transportation system. This region experiences severe winter storms, but also experiences an above-average number of days of sunshine throughout the year. The changing and sometimes severe weather creates potential for road closures due to adverse weather conditions.



Population in the Gunnison Valley TPR is expected to grow at a higher rate than the rest of the state. The region's population is expected to increase by 76 percent by 2040 compared to today. (Source: Colorado Department of Local Affairs)



Population

The population of the Gunnison Valley TPR is expected to grow approximately 1.9 percent annually through the year 2040 (from 100,000 residents in 2010 to 176,000 residents in 2040). This is a higher growth rate than the statewide annual average of 1.5 percent. People 65 years of age and older—both in the Gunnison Valley TPR and statewide—make up the fastest-growing segment of the population.

Heard Around the Region

The people in the region value rural living and a sense of community, but they also appreciate nearby city amenities. Year-round tourism and outdoor recreational activities cause population growth with seasonal peaks. These population fluctuations create increasing demands on the transportation system.

In addition to tourism, local demographic trends affect transportation needs. Transportation options are especially vital for those without access to a vehicle or who cannot drive. Local van-based services are important for seniors, disabled residents, and those without access to a personal vehicle so they can travel to medical facilities and participate in social, recreational, and retail activities.

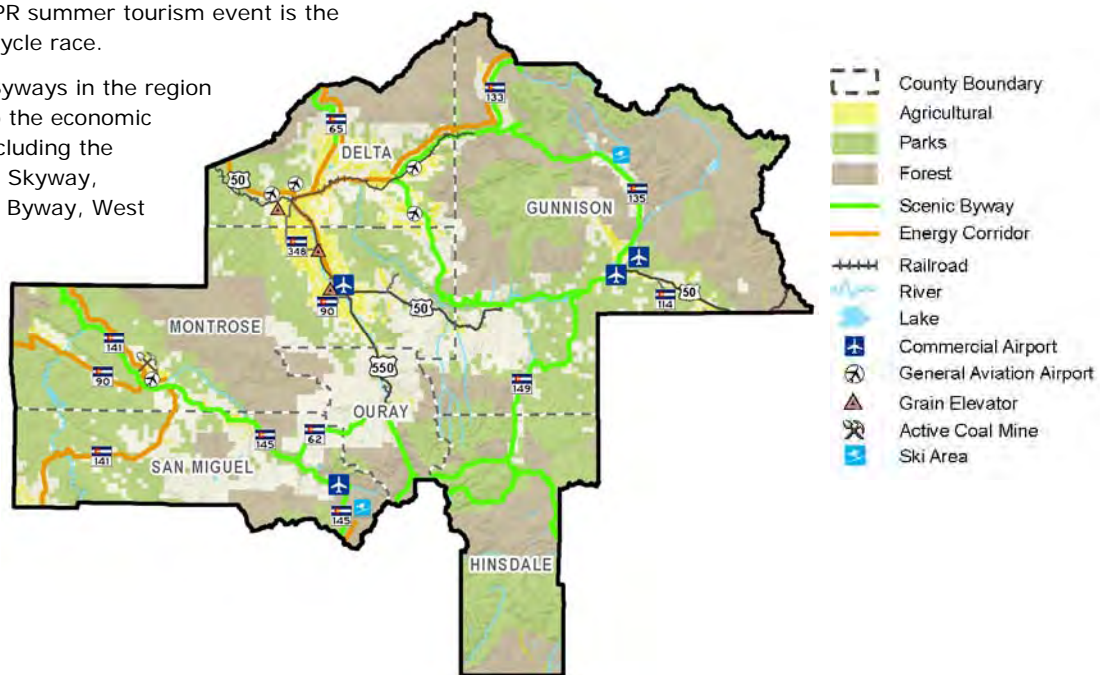
Economic Vitality

Primary economic generators in the Gunnison Valley TPR include agriculture, energy, outdoor recreation, tourism, and hunting. The agricultural industry is particularly strong in the TPR. There is a growing energy production sector in the local economy that includes the wind, oil, and natural gas industries. Top commodities by value exported from the TPR are grains and petroleum refining products, which require transport of resources and finished materials. Commodity values are expected to grow by 2.5 percent annually through the year 2040.

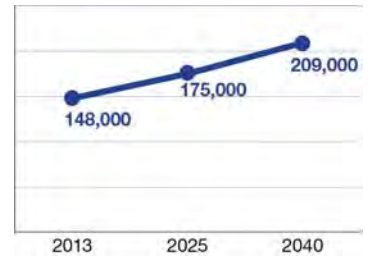
Truck traffic is an indicator of economic activity in the TPR. Although the volume of truck traffic is lower than the rest of the state (8 percent for the region, compared with 9 percent for the state), almost all of the freight movement through the TPR is done by truck. Trucks have much greater impacts on road conditions and maintenance needs due to their significant weight. These trucks can be slow-moving up steep grades, which creates the need for passing lanes and shoulders in spots. The sidebar graphic shows the growth in truck vehicle miles traveled (VMT). VMT is defined as one vehicle traveling one mile.

Tourism in the Gunnison Valley TPR is prevalent year-round, with peak tourist travel occurring during the July 4th holiday and during ski season from December to March. Crested Butte and Telluride ski areas welcome millions of visitors during their winter seasons. Tourism activities not only affect primary tourist destinations, but also the services located along routes from major urban areas. An example of a major TPR summer tourism event is the USA Pro Challenge bicycle race.

There are six Scenic Byways in the region that also contribute to the economic vitality of the area, including the Alpine Loop, San Juan Skyway, Unaweep/Tabeguache Byway, West Elk Loop, Grand Mesa Byway, and the Silver Thread Byway.



Truck Traffic in the Region



The region is expected to experience growth in truck traffic. By 2040, the daily VMT by trucks in the region will increase by 41 percent.
(Source: CDOT, 2014)

Heard Around the Region

Local businesses, such as the sawmill in Montrose, attract traffic from across the region. Continuing industrial development at the outskirts of towns increases traffic and congestion along these routes, growing the need for access control planning—especially as the highway transitions from rural to urban areas. Increases in oil and gas production and growth in wind resource development also contribute to increasing truck traffic.

Multimodal Transportation System

The multimodal transportation system in the Gunnison Valley TPR includes state highways, transit, airports, and rail lines. In the Gunnison Valley, there are five general aviation airports, three commercial service airports, approximately 12 local/human services transit providers, and three intercity/regional bus providers.

Bicycle use in the region is a popular and growing activity for both transportation and recreation. Improved shoulders would benefit the needs of all road users, including bicyclists. Other infrastructure improvements, including side paths, protected bike lanes, and other techniques, can greatly improve safety—particularly where bicyclists and motor vehicles

compete for space on the road. Connections to the local trail systems within communities also support bicycle mobility.

Transit plays a vital role in the multimodal transportation system, providing mobility options to the traveling public, especially those without access to cars or who are unable to drive. It also enhances system capacity and improves system efficiency. Transit services connect residents, employees, and visitors to major activity centers for jobs, schools, shopping, medical care, and recreation, thereby contributing to the economic vitality of the area.



Multimodal Transportation System At-A-Glance

1,500 lane miles—4.2 percent of the state system

1.9 million VMT per day—2.5 percent of state VMT

3 commercial service airports: Gunnison-Crested Butte Regional, Montrose Regional, Telluride Regional

5 general aviation airports: Blake Field in Delta, Hopkins Field in Nucla, Westwinds in Delta, North Fork Valley in Paonia, and Crawford Airport

12 local/human services transit providers

3 intercity/regional bus providers

- All Points Transit: serving Montrose and Grand Junction
- Black Hills Stage Lines: serving Gunnison, Pueblo, and Denver
- Road Runner Stage Lines (SUCAP): serving Grand Junction, Telluride, Placerville, Ridgway, Montrose, Delta, and Durango

Source: CDOT

Roadway Drivability and Bridges

As is characteristic of rural regions, the Gunnison Valley TPR has a high ratio of highway lane miles relative to its population and volume of vehicular travel. The TPR's population makes up 2.0 percent of the state of Colorado, yet it has 6.5 percent of the state highway lane miles and 2.5 percent of the annual VMT in the state.

Drivability Life

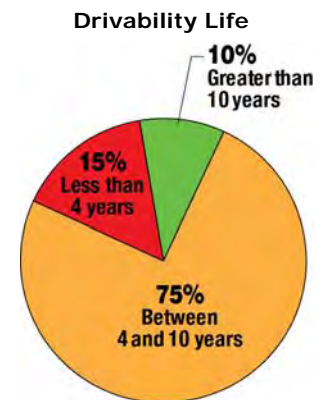
Pavement condition is described in terms of drivability. Drivability is a function of roadway smoothness, pavement distress, and safety. Drivability life (DL) is an indication—reported in years—of how long a highway will have acceptable driving conditions.

A highway with a DL of greater than 10 years is considered to have a high DL, while a highway with a DL of less than four years is considered to have a low DL. A DL is considered moderate when it is between four and 10 years. In the Gunnison Valley TPR, approximately 85 percent of highways have a DL of high or moderate, while approximately 15 percent of highways have a low DL.

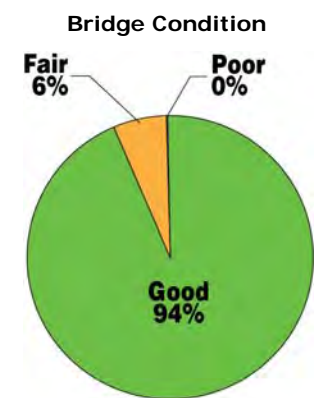
DL will improve the system by taking a more consistent and pragmatic approach to surface treatment. This means strategically utilizing limited surface treatment funds to maximize cost-benefit and minimize unacceptable driving conditions. Unacceptable driving conditions mean drivers have to reduce speeds to compensate for unsafe factors, navigate around damaged pavement, or endure rough rides. By reporting pavement conditions using DL, CDOT is able to identify which roadways will reach unacceptable driving conditions and then determine the most appropriate method of repair. The DL method also will proactively direct financial resources toward maintaining pavement to extend the life of a road and avoid or delay more costly rehabilitation or reconstruction. DL will result in a statewide network with the most drivable roads, due to routine surface treatment, across the entire pavement network.

Bridges

Bridge condition is an important element of the transportation system. The TPR's system has 99 bridges maintained by CDOT. Bridge condition in the TPR is relatively good, with all bridges being in good or fair condition. Currently, there are no bridges reported to be in poor condition in the TPR.



(Source: CDOT, 2014)

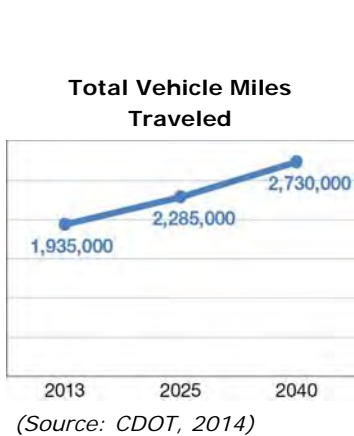


(Source: CDOT, 2011-2013)

Heard Around the Region

Transit service companies provide transportation options for elderly, disabled, and other residents to access health care and social opportunities. Opportunities to expand transit service to outlying areas exist on the major travel corridors. There is a desire to make transit more accessible by increasing the number of Park-and-Rides and bus stops.

Bicycle mobility is a high priority in the Gunnison Valley TPR. Within towns, cycling is a viable mode for commuting to work most of the year. Some mountain communities provide unique modes of transportation, including gondolas.



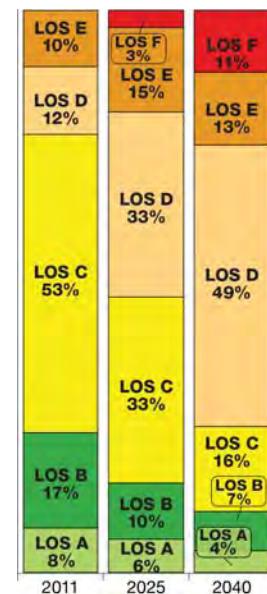
Traffic and Safety

Traffic volume in the Gunnison Valley TPR is growing. Between 2013 and 2040, the VMT in the region likely will grow at an annual rate of 1.3 percent. This is slightly lower than the 1.6 percent rate anticipated for the state.

Roadway Level of Service (LOS) is a measure of congestion delay. It can be thought of as a grading scale for roadways, where LOS A is excellent and implies high levels of mobility and ease of maneuverability. LOS F represents failure and indicates that the road is experiencing heavy traffic volumes, significant congestion, and stop-and-go conditions. Grades of LOS A through LOS D are considered acceptable. The majority of highways in the TPR are expected to remain relatively free of congestion within this time period. Future increased congestion is anticipated to occur on highways around the towns of Montrose, Crested Butte, Ouray, and Telluride.

From 2010 to 2011, the average crash rate in the region was 1.29 crashes per million VMT. This rate is lower than the statewide average of 1.70 crashes per million VMT for the same time period. The most prominent crash types in the Gunnison Valley TPR between 2010 and 2011 were wild animal collisions. Rear-end crashes and overturning also were top crash types during that period.

Regional Level of Service



(Source: CDOT, 2013)

Wild animal crossings mitigate animal-vehicle collisions and increase safety on the region's highways.



Recent Accomplishments

Transportation is constantly changing in the Gunnison Valley TPR. Several highway and transit projects completed since the prior TPR plan addressed transportation needs in the region, including:

- US 550—Bear Creek Bridge Replacement (\$4.9 million)
- US 550—Ridgway to Colona, Passing Lane (\$8.8 million)
- US 50—Cerro Summit, Phases 1 & 2 (\$7.7 million)
- SH 92—Delta County, Phases 1 & 2 (\$21 million)
- All Points Transit hired a Mobility Manager in 2011
- SUCAP began intercity bus service, Roadrunner Stage Lines, between Durango and Grand Junction in July 2014 serving several communities in the Gunnison Valley TPR.



SH 92 through Delta County

Heard Around the Region

Traffic safety is a fundamental priority for transportation at the local, regional, and state levels. Shoulder additions, pavement maintenance, and strategic improvements, such as turning lanes, are crucial to improving safety and are highly desired by residents in the region.

State highways often serve as Main Street in many communities in the Gunnison Valley TPR, adding to safety concerns. Many of the roads in the area are two lanes with limited shoulders. Oversized loads frequently travel in the area, impacting mobility for other travelers on the narrow roads. Many drivers report needing to move completely off the road to let a large vehicle pass them.

Key Takeaways

The Gunnison Valley TPR is unique in many ways. The following takeaways were identified by TPR members during the planning process and considered in the preparation of the plan's recommendations.

- Geographically, the TPR is very diverse. The transportation system covers challenging terrain with potential for adverse weather conditions.
- The regional transportation system supports a range of uses, from long-distance freight to local biking and pedestrian travel. Cycling is a viable mode for commuting to work most of the year and is becoming a major tourism attraction.
- Many transportation routes support a range of traffic at the same time.
- Recent improvements to road condition communication systems have improved the overall traveling experience in the TPR, helping residents and visitors to adjust travel plans accordingly.
- Continuing industrial development at the outskirts of towns increases traffic and congestion along these routes; the need for access control planning is apparent, especially as the highway transitions from rural to urban areas.
- Seasonal and year-round population growth will place new demands on the transportation system. This growth will cause continued increases in daily commuters within and through the TPR and create new demands for transit.
- The TPR is experiencing increases in oil and gas production and growth in wind energy development. Significant increases in truck traffic are anticipated as these industries grow.
- SH 141 is a recently designated hazardous materials route. Increasing impacts from hazardous material trucks are expected.

*US 50 at Blue Mesa Reservoir.
Photo by Granger Meador, ©
Creative Commons, 2.0
Generic via Flickr.*



Transportation System Vision and Goals

The vision and goals for the Gunnison Valley TPR transportation system, including transit, are listed below. The Gunnison Valley TPR developed a multimodal vision and goals for its transportation system based on the region's Transportation Story and the data presented in this plan. A regional transit working group—including public and private transit agency representatives, elected officials, and others—developed the transit vision and goals in two of its three meetings conducted to guide and direct development of the regional coordinated transit plan.

Transportation System Vision and Goals

The vision of the Gunnison Valley TPR is to have a transportation system that will accommodate the region's rapidly growing multimodal transportation needs through a combination of capacity improvements in congested corridors, safety and traffic management improvements elsewhere on the transportation system, and the provision of local and regional public transportation. Transportation development will accommodate and enhance the region's high quality of life, while preserving the environmental conditions that make this a great place to live, work and visit. The transportation system supports economic development by providing mobility for people and goods as well as multimodal access to services. The 2040 regional transportation plan envisions a systematic approach to implementing the transportation plan that is understood and supported by the people of the Gunnison Valley TPR. The Gunnison Valley TPR goals are:

- Provide mobility to the traveling public at an acceptable level of service.
- Preserve and enhance the region's overall economic health, providing for energy development and freight movement reliability.
- Maintain the transportation system in the most efficient manner possible.
- Provide new intermodal access and mobility options with particular emphasis on developing new bike and transit travel options.
- Design the transportation system to fit the existing urban and natural context, minimizing impacts to the region's air, water, scenic view corridors, cultural resources, and wildlife habitat.
- Support the transportation system to function as a complete system with effective connectivity both within the region and to the rest of the state.

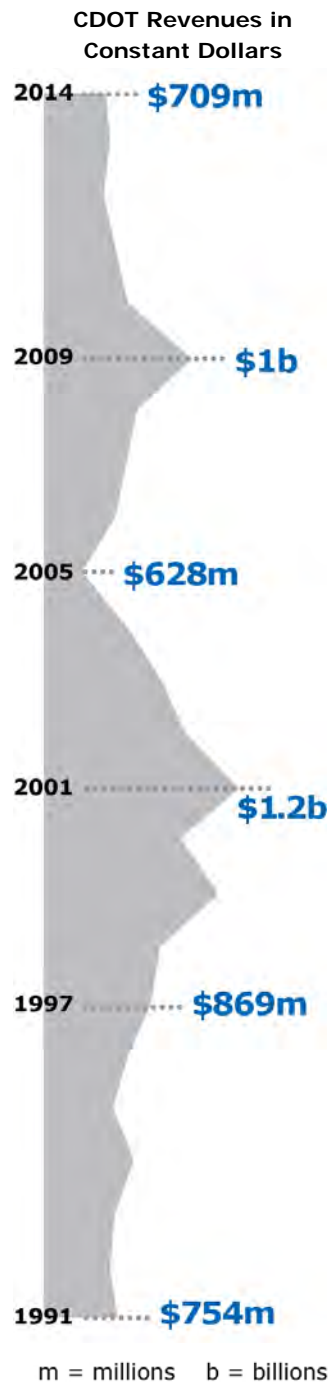
Transit Vision and Goals

In the Gunnison Valley TPR, the transit vision is to provide a convenient, reliable, and efficient transit network to serve residents and visitors. The transit goals are:

- Preserve, maintain, and enhance existing transit services.
- Provide additional general public transit service within and between communities.
- Improve and promote transit options.
- Increase transit funding through public and private mechanisms.
- Integrate general public and human services transit modalities.

Chapter 2

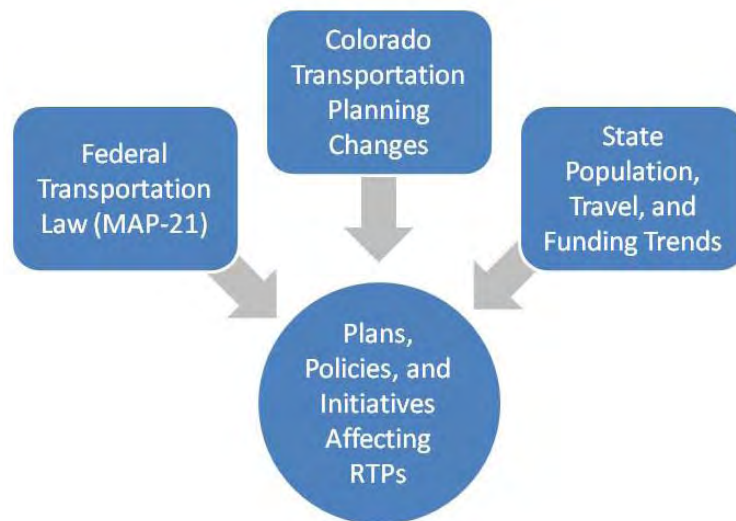
Changes Affecting Regional Transportation



When adjusted for inflation and construction costs, CDOT's annual revenues, since 2009, have declined in purchasing power to pre-1991 levels. Sharp fluctuations in annual revenues make it challenging to plan ahead beyond a few years.

This chapter discusses policies and trends that affect the TPR's RTP. Colorado has developed plans, policies, programs, and initiatives since the 2035 plan that affect transportation in the Gunnison Valley TPR and statewide. These changes respond to several trends affecting transportation in Colorado:

- Current state trends in population growth, travel demand, and transportation funding
- The federal transportation authorization bill, the Moving Ahead for Progress in the 21st Century Act (MAP-21), reauthorizes federal funding for transportation while placing a new emphasis on measuring how well each state meets its goals and objectives
- Colorado revised transportation regulations, state law changes, and Transportation Commission policies



Federal Transportation Law, MAP-21

Signed into law on July 6, 2012, MAP-21 marked the first time that a federal transportation authorization law outlined national transportation goals and required states to measure how well they addressed those national goal areas. States are required to ensure resources are distributed to meet objectives. The law established national goals for safety, infrastructure condition, congestion reduction, system reliability, freight movement, and economic vitality, and reduced project delivery delays.

Besides authorizing transportation funds, MAP-21 also consolidates funding programs, permits different financing mechanisms, and provides for streamlined environmental reviews. A link to MAP-21 can be found at CDOT's planning website.

State Trends Affecting Transportation Planning

Colorado's population is growing. This growth will increase the number of transportation system users and the VMT. In 2013, the population of Colorado was 5.1 million people. By 2040, the population is expected to increase to 7.8 million people (Source: DOLA). In 2013, there were 78 million VMT per day on the state highway system. In 2040, there are projected to be 115 million VMT each day on the state highway system.

To support this growth along with an expanding and changing economy, Colorado's state transportation system needs additional revenue to balance maintenance, safety, mobility, and limited expansion. CDOT's challenge is having enough revenue to help the transportation system function at its potential. The gas tax, the main source of funding for Colorado's roads, is assessed at a flat per-gallon rate that has not increased in 20 years. That means that with increasing construction costs, the buying power of the gas tax is decreasing.

To get more out of the transportation system in the face of limited revenues, CDOT is focusing on maintaining assets, managing traffic flows, and encouraging multimodal choices like transit, bicycling, and walking. While the RTP focuses on regional priorities for highway improvements, other transportation plans incorporate different modes of travel. Guidance from all of these individual planning documents is combined in the Statewide Transportation Plan so that it can provide comprehensive guidance on statewide transportation planning decisions.



With more people living in and traveling through Colorado, necessities such as snow removal are increasingly important for safety and the economy.

Growing Transportation Demand, Flat Funding Source

The Colorado transportation system is funded primarily by the state and federal gas taxes at a rate of 22 cents per gallon and 18.4 cents per gallon, respectively. These rates have not increased at all since 1993. With vehicles becoming more fuel efficient and with expected growth in population and VMT, revenue from the gas tax cannot keep up with transportation demand.



State Transportation Policy Changes

The Colorado Legislature passed FASTER (Funding Advancement for Surface Transportation and Economic Recovery) in 2009 to provide additional funds for transportation, primarily through increased vehicle registration fees. FASTER funds are to improve safety and replace poor bridges. A provision in the legislation also designates the distribution of FASTER funds into the State Transit and Rail Fund. Grants to local governments for transit projects, such as new bus stops, bike parking, maintenance facilities or multimodal transportation centers, and transit projects of state and inter-regional significance are funded by the State Transit and Rail Fund. Total FASTER funding is approximately \$200 million per year, according to the CDOT Fiscal Year (FY) 2015 Budget.

CDOT planning regulations were updated to reflect the performance management focus and increased emphasis on coordination with tribal governments in MAP-21, as well as additional planning factors in FASTER. The planning regulations, 2 CCR 601-22, can be accessed at CDOT's planning website.

Revised in 2015, CDOT's Policy Directive (PD) 14 provides an overall framework for the transportation planning process through which a multimodal, comprehensive Statewide Transportation Plan is developed that optimizes the transportation system by balancing preservation and maintenance, efficient operations and management practices, and capacity improvements. PD 14 performance objectives will guide distribution of resources for the Statewide Transportation Plan, the Statewide Transportation Improvement Program (STIP), and the annual budget. The directive is in alignment with national goals in MAP-21. It also reflects CDOT's risk-based asset management program and plan that incorporates a business approach intended to optimize investment for maintenance and preservation of CDOT transportation assets based on both risk and performance assessment. PD 14 will be revised periodically as federal regulations for MAP-21 become effective and as CDOT further refines its performance objectives. To review PD 14, see CDOT's planning website.

How does the Gunnison Valley TPR respond to these national goals, plans, policies, programs, and initiatives?

The Statewide Transportation Plan is effectively a roll-up of the rural TPR and urban Metropolitan Planning Organization (MPO) plans. For CDOT to address the national goals and federal and state planning factors, the regional plans should address as many of them as appropriate. While the Gunnison Valley TPR is not subject to specific performance measures, this RTP addresses these goals where applicable. Truck freight, pavement and bridge condition, system reliability, safety, and supporting economic vitality have been emphasized in this RTP. In addition, the Gunnison Valley TPR has identified several multimodal priorities, including improvements for transit and bicycle/pedestrian facilities.



Chapter 3

Planning Purpose & Processes

This chapter discusses the purpose of developing an RTP and the process that was used to develop a plan for the Gunnison Valley TPR. Transportation planning provides the framework for investment in a transportation system that will keep the Gunnison Valley TPR moving forward, growing, and adapting with the needs of its residents for decades to come. It will be used to guide important decision-making for the next 25 years, but with a particular emphasis on the next 10 years.

The purpose of the Gunnison Valley TPR's RTP is to provide guidance and direction related to the regional transportation vision, needs, and priorities based on input from the public and data gathered throughout the planning process. It allows the people of the Gunnison Valley TPR to communicate their needs and desires for transportation in their region, and, in response, to understand what they can expect from CDOT for funding and project completion. The Gunnison Valley TPR has actively developed the RTP to accurately reflect the perspectives of the public and serve the region's transportation needs over the long term.

The Colorado Transportation Commission and CDOT will refer to this document to assist in their planning and decision making. With limited dollars available, it is important to have a plan that establishes transportation priorities for the Gunnison Valley TPR so that investments can be made accordingly. The implementation mechanism for the RTP is the STIP, a four-year, federally required, fiscally constrained program to identify projects. The STIP is based on RTPs developed by each region to establish a direct link between the corridor-based transportation needs and priorities expressed in the RTP and the selection and funding of specific system improvements.

The intent is for the RTPs and the Statewide Transportation Plan to be updated periodically to remain meaningful references for Regional Planning Commission (RPC) members and other interested parties.

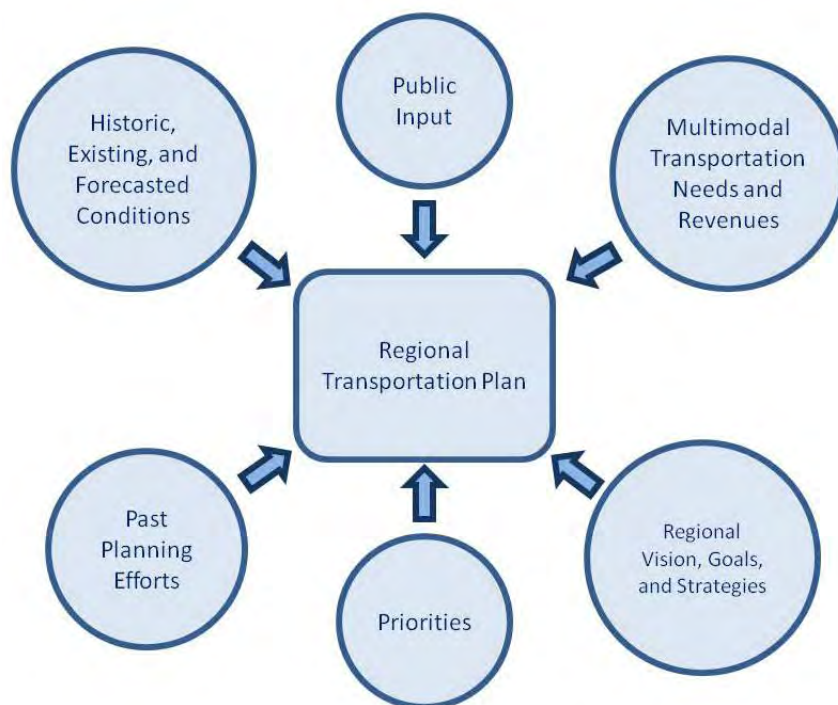
What is a Regional Transportation Plan?

An RTP creates the transportation vision and framework for maintaining and improving all modes of transportation in the region, including motor vehicle transport, air travel, transit, rail, bicycle facilities, and pedestrian routes.

It identifies corridor-based transportation improvement goals, strategies, and priorities that support the TPR's economic vitality, environmental sustainability, and quality of life.

Using both data and broad public input, the RTP includes an overview of existing conditions and regional forecasts that impact transportation, while identifying solutions that address issues via projects, initiatives, and partnerships.

Components of a Regional Transportation Plan



Members of the Regional Planning Commission

Comprised of elected and appointed officials from the TPR, the RPC is responsible for establishing regional priorities and needs, developing the multimodal RTPs, and coordinating ongoing planning with CDOT.

Counties:

- Delta County
- Gunnison County
- Hindsdale County
- Montrose County
- Ouray County
- San Miguel County

Municipalities:

- Cedaredge
- Crested Butte
- Delta
- Gunnison
- Montrose
- Mountain Village
- Ouray
- Ridgway
- Telluride

Development of the Plan

The 2040 RTP for the Gunnison Valley TPR was developed and adopted by the RPC through a concerted and efficient approach that combines data analysis with comprehensive public involvement to simultaneously meet local transportation needs and achieve statewide performance-based targets.

Federal and State Regulations

Legislation and policies at the state (43-1-1103, C.R.S.) and federal (23 USC 134/135) levels require the development of a comprehensive, long-range Statewide Transportation Plan that encompasses at least a 20-year period and incorporates the priorities and the needs of the TPRs across the state. MAP-21 requires states to align their own transportation goals with those defined by the law. MAP-21 goals include safety, infrastructure condition, congestion reduction, system reliability, freight movement/economic vitality, environmental sustainability, and reduced project delivery delays. CDOT's PD 14 goals include safety, infrastructure condition, system performance, and maintenance and are in alignment with the national goals.

In accordance with state transportation planning rules (2 CCR 601-22), the Statewide Transportation Plan also must be financially feasible so that it portrays a realistic transportation future based on reasonably anticipated funding. In Colorado, RTPs are prepared to include supplemental revenue scenarios and priorities in case additional funds become available.

Every four years, CDOT conducts an update of the Colorado Statewide Transportation Plan. This plan serves as a long-range planning tool incorporating statewide trends and issues. RTPs are developed to inform the Statewide Transportation Plan and to prioritize regionally specific transportation matters.

RTP Planning Process Components

In developing the RTP, the process evaluated the current and predicted future conditions of the region's transportation system and identified problems and potential solutions. Anticipated changes in the region's population, economy, and travel were considered so that future transportation investments are sensitive to changing conditions in the region. Key elements in developing the plan include:

- Creating TPR profiles that illustrate current and anticipated conditions
- Updating the region's transportation vision and goals from the 2035 RTP
- Refining and prioritizing transportation corridors
- Evaluating a range of revenue scenarios
- Integrating the RTP with other modal plans and the Statewide Transportation Plan

Actions also have been identified to provide direction for future decision-making and to monitor progress. Each of these plan components was developed in collaboration with members of the RPC over the course of six meetings held between June 2013 and June 2014. Information developed as a part of the planning process can be viewed at CDOT's planning website.

Integration of Other Plans and Initiatives

The RTP for the Gunnison Valley TPR is one of 15 RTPs in the state. While these are stand-alone documents, they also are key components of the Statewide Transportation Plan. For the needs and priorities identified at the local level to be considered in the state's overall transportation planning process, integration of the 15 RTPs must occur. Likewise, the statewide modal and operational plans developed by CDOT (such as the Transit Plan and Strategic Highway Safety Plan) must be integrated with the Statewide Transportation Plan. This integration allows for a holistic look at transportation needs.

A full list of the regional, modal, and operational plans that are integrated to form the Statewide Transportation Plan is below. These plans are available on CDOT's planning website.

Plans that support a statewide multimodal transportation system:

- Regional Transportation Plans
- Colorado Statewide Transit Plan
- Gunnison Valley Regional Coordinated Transit and Human Services Plan
- Statewide Bicycle and Pedestrian Plan
- Colorado Aviation System Plan

Plans that support the economic vitality of the state:

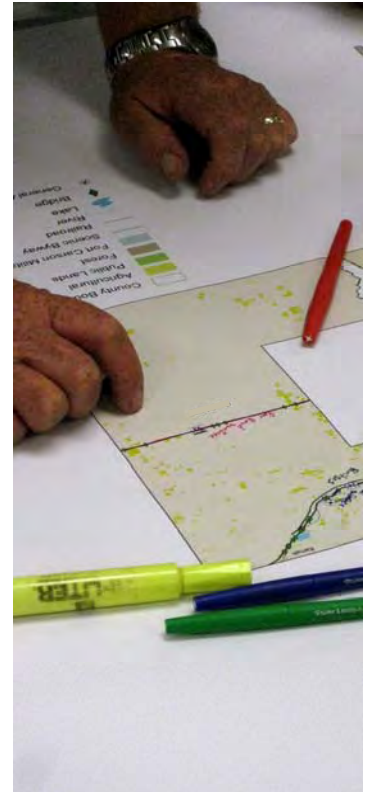
- Colorado State Freight and Passenger Rail Plan
- Statewide Freight Plan
- Colorado Airports Economic Impact Study

Plans that assist in identifying maintenance needs for the existing transportation infrastructure:

- Risk-Based Asset Management Plan
- Colorado Bridge Enterprise 10-Year Program Plan

Plans that aim to get more out of the existing system by focusing on traveler safety and operational improvements:

- Strategic Highway Safety Plan
- Integrated Highway Safety Plan
- Transportation System Management and Operations Plan



Public and Stakeholder Engagement

The purpose of public engagement is to create meaningful opportunities for the general and traveling public to learn about statewide and regional transportation issues and comment on transportation concerns and priorities. Over the course of the plan development process, CDOT sought input from the public in defining the regional transportation needs and priorities for highways, transit, rail, and other programs throughout the state. This public input will influence the selection of specific future projects in the STIP. Results of the public engagement process are below.

Public Survey

A survey was offered via the Statewide Transportation Plan's website so that the general and traveling public could provide valuable feedback about priorities in the TPR. The survey was available statewide in both electronic and hard-copy format and contained questions specific to the Gunnison Valley TPR. A total of **155** survey responses were received from the Gunnison Valley TPR. Results of the survey, combined with data, were employed by the RPC to select high-priority transportation corridors for their TPR. This public input also was used to illustrate the unique local characteristics of each TPR in Chapter 1 of this plan. Survey questions and popular responses for the Gunnison Valley TPR are below. To see the full list of questions and survey results, go to CDOT's website for Statewide Planning.

Why is transportation important to you?

- #1** Moves people and goods safely
- #2** Lets me live life the way I want
- #3** Helps economic development; gets me to work
- (tie)** and/or vital services

What transportation issues matter most to you?

- #1** Increasing bike/pedestrian options
- #2** Improving economic development; improving road-
- (tie)** way conditions
- #4** Increasing transit options

In light of today's limited funding for transportation, what should be the focus of CDOT's efforts?

- #1** Make safety improvements
- #2** Maintain the existing transportation system
- #3** Offer more choices for travel (transit, bike, pedestrian)
- #4** Add shoulders
- #5** Expand highways by adding lanes

Telephone Town Hall

A telephone town hall is an interactive public meeting conducted over the telephone. On April 2, 2014, **9,762** residents in the Gunnison Valley TPR were called on the phone and invited to participate in a discussion with local leaders and CDOT staff. This created a valuable connection with members of the public who might otherwise be uninvolved. A total of **2,302** people participated, both listening and commenting on the topics discussed. This exercise provided an opportunity to vet the work done by CDOT and the RPC with the broader public before proceeding to finalize important components of the plan. Below are some of the outcomes of the conversation with the public.

What is most important to you about transportation?	How should CDOT invest limited dollars?	What kinds of transportation improvements can best help the economy in your area?
43%: Safety	44%: Maintain the existing system	49%: Improving the pavement
25%: Lets me live my life the way I want	42%: Safety improvements	23%: Better bus or rail to support tourism

Other Public Engagement Tools

Several other methods were used to share information with the public and allow for dialogue outside of formal engagement. These included popular social media applications and an interactive website.

www.ColoradoTransportationMatters.com

This is the interactive website is dedicated to the development and presentation of the Statewide and Regional Transportation Plans. The information provided allows the public to explore topics based on their own interests. There are multiple avenues for providing feedback, and the questions, comments, and other input received through the website were used to define priorities and highlight areas of potential improvement in both the transportation system and the planning process.



Facebook and Twitter

The use of social media throughout the plan development process provided opportunities for the public to learn about and comment on the RTP as it was created. Facebook and Twitter profiles were deployed to solicit feedback, but also to promote upcoming public events and other opportunities for robust public involvement.



Environmental Stakeholder Engagement

The link between transportation planning and the environment is of the utmost importance. Stakeholder engagement during the planning process that facilitates input on key environmental issues or concerns can serve as foundational information for future National Environmental Policy Act (NEPA) studies and aid in streamlining documentation.

In accordance with state and federal regulations, CDOT conducted a statewide interagency environmental discussion to identify environmental concerns or issues with the Regional Priority Corridors. Key participants included state and federal agencies, TPRs, and MPOs. These discussions were conducted via two webinars; the first focused on purpose, intent, and a collaborative identification of key information to be presented, and the second focused on interagency input. Based on the input provided, examples of potential mitigation strategies could include: wildlife crossings designed to reduce vehicular collisions, habitat conservation for threatened or endangered species, and construction of sound barriers.

Outreach to environmental advocacy groups also was conducted via a webinar. Information was shared about the development of the Statewide Transportation Plan and RTPs, how CDOT is addressing state and federal planning factors, development of various modal plans and policies, and key initiatives. One of those initiatives is the CDOT Sustainability Program that includes: (1) collaboration with the Colorado Energy Office, the Regional Air Quality Council, and other groups to develop a market and infrastructure for compressed natural gas and other alternative fuel vehicles; (2) creation of a greenhouse gas model; and (3) innovations in design and construction.

During development of the RTP, corridor profiles were modified to include environmental characteristics and concerns and to develop any environmental Implementation Actions if desired. For further information on environmental stakeholder participants and corridor profiles, go to CDOT's planning website. To review implementation actions identified by the TPR, go to **Chapter 6, Implementation Actions and Moving Forward**.

Chapter 4 Regional Priority Corridors

Regional Priority Corridors

A Regional Priority Corridor is a corridor that has been selected by the stakeholders of the TPR as having high importance to the region's transportation system or it is important because of a need for near-term improvements.



This RTP emphasizes planning for transportation corridors in the Gunnison Valley TPR. This approach, called corridor-based planning, is being used for the 2040 statewide and regional transportation plans. Corridor-based planning connects the long-term vision of a transportation corridor with the goals, solutions, and strategies that the TPR has identified to attain the vision. Strategies are classified into specific benefit categories. Benefit categories provide a mechanism to recognize the needs of a corridor and track progress.

This long-range transportation plan guides the shorter-term STIP. The STIP is a fiscally constrained plan that identifies funding for and the scheduling of specific transportation projects and programs. The corridor-based structure of this transportation plan provides long-term flexibility to respond appropriately to changing transportation issues with specific projects in the STIP. Defining transportation needs at the corridor level gives the TPR flexibility in implementing particular solutions on specific transportation issues.

A Regional Priority Corridor is a corridor that has been selected by the stakeholders of the TPR as having high importance to the region's transportation system or it is important because of a need for near-term improvements. While all corridors contribute to the system, some corridors connect to more cities, recreation, and tourist destinations; carry more traffic; support the industries that contribute to the economic vitality of the region; and provide multimodal options such as transit, bicycle, and pedestrian travel. Selection of Regional Priority Corridors highlights the region's transportation needs and priorities and creates linkages to funding priorities among corridors. Through the corridor prioritization process, the Gunnison Valley TPR confirms the relative importance of the corridors in the region with state officials, stakeholders, and decision makers and communicates its priorities for the dedication of resources by the Colorado Transportation Commission.

Gunnison Valley TPR Regional Priority Corridors

-  US 50: Montrose to Sargents
-  US 550: Durango to Montrose
-  SH 62: Placerville to Ridgway
-  SH 65: Junction with SH 92 to I-70
-  SH 92: Delta to Hotchkiss
-  SH 145: US 160 through Telluride to SH 141

Priority Corridor Selection Process

Selection of the Regional Priority Corridors was a collaborative process with TPR members and stakeholders involving a series of meetings that included several steps and considerations. Transportation leaders' understanding of the daily travel experience in the region brought important insight into the characteristics of the corridor. As a result of this process, the most pressing transportation issues and project needs were identified.

The process began with a review of the Gunnison Valley TPR Profile and the prioritization of the corridors in the 2035 RTP. Multimodal activity on the corridors was acknowledged through the existing CDOT plans for bicycle, pedestrian, and transit services. Public input, gathered through an online public survey and a telephone town hall, also helped define and confirm the region's overall priorities. The economic vitality supported by the corridor and other unique characteristics, such as Scenic Byway designations, also were considered.

Six corridors were selected as regional priority corridors. Many of the corridors identified as a high priority in the previous 2035 plan were carried forward as a high priority into this RTP. SH 133 and SH 135 were updated from a high to a medium priority in this plan. Although these corridors will continue to be important for regional mobility, the TPR will focus immediate funding resources on the corridors selected as high priorities.

Corridor Profiles

The Gunnison Valley TPR has developed a corridor profile for each corridor in the region. Development of the 2030 and 2035 RTPs included extensive work on the corridor profiles. The 2040 RTP builds upon those efforts by updating the corridor profiles to reflect the changes that have occurred since adoption of the 2035 plan.

The primary purpose of a corridor vision is to look toward the future and describe how the corridor can meet the community's desired transportation needs. Other elements of these corridor profiles include: the community's general values of the corridor, its primary type of travel, its characteristics, the industries it supports, and the types of improvements that will be needed in the future. The corridor goals describe general objectives that the corridor needs to attain to meet the vision. The corridor strategies describe discrete types of improvements intended to reach those goals.

The benefits associated with each of the strategies listed on the corridor profiles will be used to track and report on progress toward corridor goals after plan adoption. The corridor profiles for the Regional Priority Corridors are summarized and highlighted on the following pages.

Function of Corridor Prioritization

Selection of the Regional Priority Corridors will guide future decisions for the use of resources in the Gunnison Valley TPR. The importance of Regional Priority Corridors is further validated by the collaborative process by which they were identified, involving key stakeholders and grassroots interests in the region. The overall prioritization of corridors also helped to inform the subsequent and critical discussion around transportation needs and priorities when or if revenues are more or less than expected.

Regional Priority Corridor Factors

- TPR Profile data
- Project Needs
- 2035 corridor priority information
- Bicycle, pedestrian, and transit plans
- Public input

Regional Priority Corridors for the Gunnison Valley TPR

SH 92: Delta to Hotchkiss A

Corridor Characteristics

- Commuter route and critical access to medical care facilities
- Heavy vehicular and rail freight traffic
- Energy development and agricultural activity
- Tourism and recreation connections
- Regional bus service

Corridor Goals & Strategies

- Support commuter and passenger travel with increased transit access
- Increase travel reliability for economic development industries
- Increase safety for cyclists and pedestrians

US 50: Montrose to Sargents C

Corridor Characteristics

- National Highway System route—supports inter-regional connections
- Supports urban, rural, mountain, and agricultural activities
- Tourism, commuters, freight, and farm-to-market products
- Multimodal travel corridor—access to Montrose, Gunnison, and Crested Butte Regional Airports
- Hazardous materials transport

Corridor Goals & Strategies

- Increase travel reliability and mobility for all users
- Support economic development while maintaining environmental responsibility
- Add safety improvements to reduce conflicts with slow-moving vehicles: passing lanes, turn-outs
- Provide regional bus service (between Montrose and Gunnison)

SH 62: Placerville to Ridgway B

Corridor Characteristics

- San Juan Skyway Scenic Byway
- Tourism, wildlife, and natural resources
- Commuters, freight, agricultural production freight, medical facility access
- Intercity and regional bus service

Corridor Goals & Strategies

- Increase travel reliability and improve mobility
- Provide for tourist-friendly travel and context-sensitive design
- Support multimodal travel options
- Reduce animal/vehicle collisions

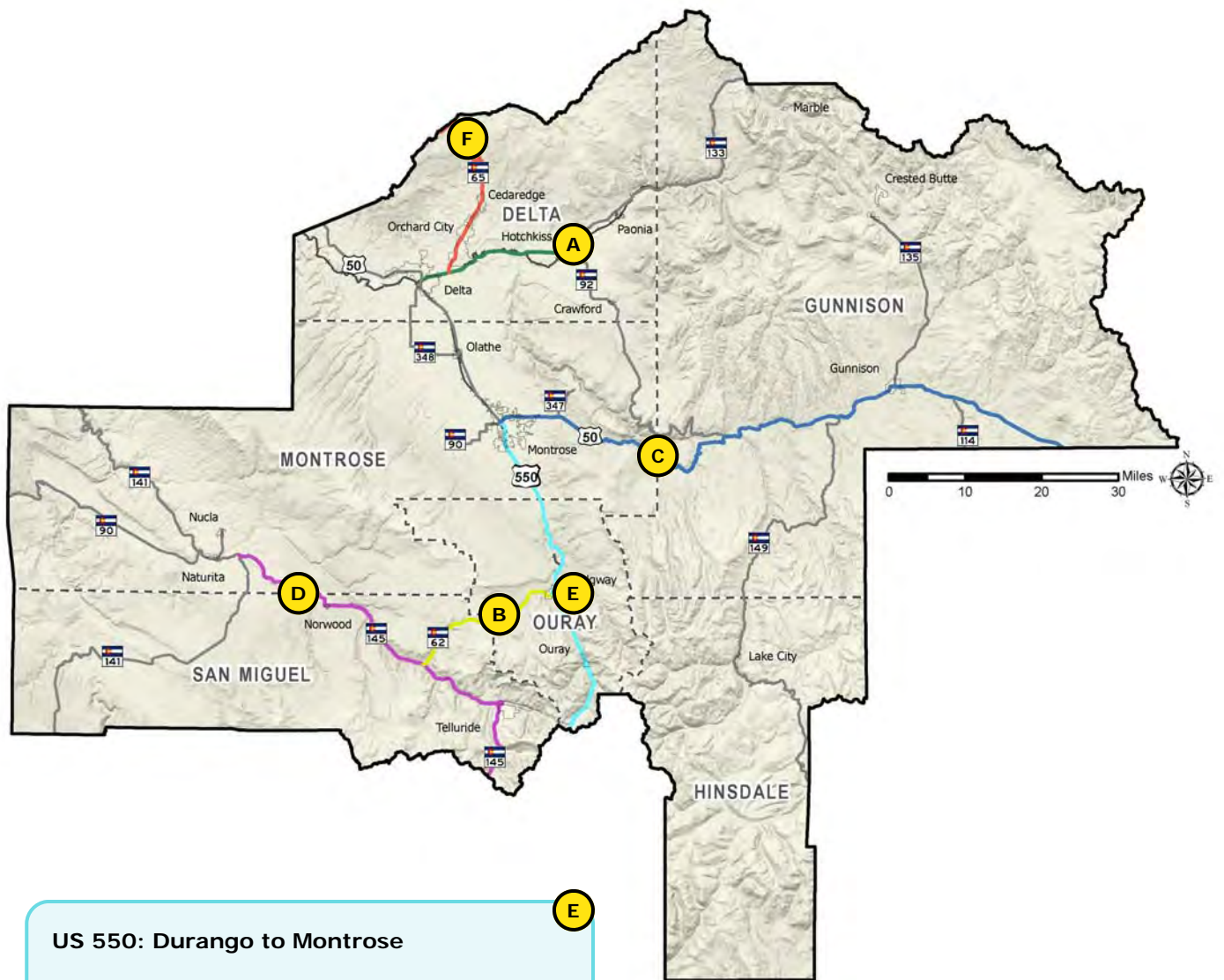
SH 145: US 160 through Telluride to SH 141 D

Corridor Characteristics

- Connection to employment centers and tourist destinations
- Abundant wildlife
- Economic development—tourism, energy, and agriculture
- Alternative route to Red Mountain Pass between Ouray and Durango
- Narrow, steep, and winding segments
- Access to Telluride Regional Airport
- Intercity and regional bus service

Corridor Goals & Strategies

- Add shoulders and passing lanes for safety improvements
- Address rockfall issues
- Provide for tourism and recreation opportunities



US 550: Durango to Montrose

Corridor Characteristics

- San Juan Scenic Byway—tourism and recreation access
- Through-traffic and connections between populated areas
- Energy development and freight movement
- Abundant wildlife—bighorn sheep, elk, mountain lions
- Intercity and regional bus service (between Montrose and Ridgway)

Corridor Goals & Strategies

- Mitigate for increased energy production impacts
- Add bike facilities, turnouts, shoulders
- Add wildlife mitigation
- Address rockfall issues, mitigate avalanche conditions
- Add slow-moving vehicle turnouts on scenic byways

SH 65: Junction with SH 92 to I-70

Corridor Characteristics

- Grand Mesa National Forest, Plateau Valley, and Surface Creek Valley
- Increasing energy and logging traffic
- Major tourist connection between I-70 and US 50
- Rail and pedestrian crossings
- Access to medical facilities
- Regional bus service

Corridor Goals & Strategies

- Increase travel reliability and mobility
- Support travel to tourist and recreational resources
- Improve safety at pedestrian and rail crossings
- Improve access control at and around busy intersections

Chapter 5

Transportation Needs and Revenue

In this plan, the Gunnison Valley TPR has identified a range of transportation needs through the year 2040 and has prioritized regional issues that are most important to the transportation system, particularly for the next 10 years. Because of the limited availability of funding for transportation, the TPR must have a plan that allows them to focus on those priorities that could be realistically accomplished, but also to have a contingency plan in case they receive more or less transportation funding. In this chapter, funding scenarios have been applied to the TPR's priorities to give decision makers a vantage point of possible future scenarios related to three assumptions for future revenue: baseline revenue, less-than-baseline revenue, and additional revenue.

The results of scenario planning are particularly important for the first 10 years of the planning horizon. Within this period, both transportation needs and funding availability are more predictable. In addition, the identification of priorities for the first 10 years aligns with development of a four-year STIP. The STIP is a federally required, fiscally constrained program of projects.

Regional Multimodal Needs

Multimodal issues and regional trends for the Gunnison Valley TPR were considered throughout this planning effort. Some of these needs are discussed in **Chapter 1, Regional Transportation Story**. These include:

- Improving freight rail lines due to aging infrastructure
- Adding pedestrian crossings and wider shoulders to improve safety for pedestrians and bicyclists
- Enhancing bus transit services to improve mobility options

Highway and multimodal needs are described in **Chapter 4, Regional Priority Corridors**. Detailed needs for transit, aviation, freight, and rail have been developed through CDOT modal plans. The modes and applicable plans are discussed below and are not in priority order.

Highway Corridors

Highway corridor needs include adding wildlife/vehicle crash reduction measures, creating passing lanes, widening shoulders, and enhancing safety. **Chapter 4, Regional Priority Corridors** describes the highway and multimodal needs for the Regional Priority Corridors, which are designated as such because of their importance to the region's transportation system or because of a need for short-term improvements. In addition, strategies and benefits for every highway corridor in the region are listed in the corridor visions.

Transit

Transit needs and services and funding gaps are described in the Gunnison Valley Regional Coordinated Transit and Human Services Plan. Transit providers in the TPR have stressed the need for more operating funds. Transit expenses in the Gunnison Valley TPR are forecast to outpace the growth in transit revenues.

Transit Needs

Transit needs include expanding service between communities; increasing access to jobs, recreation, education, health/human services, and medical facilities; promoting transit; and integrating general public transit with human services on the following corridors:

- US 50
- US 550
- SH 62
- SH 65
- SH 92
- SH 145

Aviation

Statewide estimates to fund aviation needs are detailed in the 2011 Colorado Aviation System Plan for the general aviation airports within the Gunnison Valley TPR. Published approach, vertical guidance approach, emergency access improvements, runway extension, and pavement maintenance were some of the aviation needs identified. There are major airports in Montrose, Gunnison/Crested Butte, and Telluride. Intermediate airports are Hopkins and Blake. The minor airports are North Fork, Westwinds, and Crawford.



The regional airports in the area play an important role in transporting visitors and residents.

Bicycle and Pedestrian

Plans that specifically address bicycle and pedestrian needs and strategies are conducted at the state level in the Colorado Bicycle and Pedestrian Plan. However, some improvement categories, such as wider highway shoulders or pedestrian safety at key crossings, are multimodal improvements related to highway projects. Bicycle and pedestrian needs for the Gunnison Valley TPR noted during meetings include bike lanes on SH 62, pedestrian crossings in Cedaredge, and bridge widening in Hotchkiss.

Freight

The State Freight Plan contains a broad discussion of the Colorado Freight Corridors and measures to improve freight movement throughout the state. The freight plan has a statewide list of potential projects for the first year, but no costs are associated with the potential projects. Colorado Freight Corridors are roadways that are critical to the inter-regional, intra-state, inter-state, or national freight movement, and play an important role in the regional and state economy.

The designated Colorado Freight Corridors in the Gunnison Valley TPR are:

- US 50
- US 550
- SH 141

Rail

Cost estimates for statewide-level needs for rail improvements are available in the Colorado State Freight and Passenger Rail Plan. The following rail lines are located in the Gunnison Valley TPR:

- Freight rail: Union Pacific

More information about statewide and regional modal plans is available on CDOT's planning website.



Additional at-grade crossing equipment, and addressing issues of safety and security are among the Gunnison Valley TPR's priorities for improving the rail system.

Statewide Regional Priority Program distribution

In the adopted program distribution, the Colorado Transportation Commission sets aside \$50 million per year statewide in Regional Priority Program (RPP) funding to distribute these funds to CDOT regions. The statewide formula for the allocation of RPP funds to the CDOT regions is based on a calculation of 50 percent population, 35 percent on-system lane miles, and 15 percent on-system truck VMT.

Gunnison Valley TPR Priorities for Funding

The TPR used three funding scenarios to prioritize transportation improvements. These scenarios are based on the Statewide Revenue Scenarios, discussed on the following pages. The Gunnison Valley TPR is in CDOT Region 3 and CDOT Region 5. CDOT Region 5 is projected to receive about \$3.5 million of Regional Priority Program (RPP) funding in FY 2016 for a total of \$35 million for the first 10 years. This is split between other planning areas in Region 5, including the Southwest TPR and the San Luis Valley TPR. CDOT Region 3 is projected to receive about \$7.1 million of RPP funding in 2016 for a total of \$71.5 million for the first 10 years of the plan. This will be split between the other planning areas in CDOT Region 3, including the Intermountain TPR, Northwest TPR, Grand Valley TPR, and the Grand Junction MPO.

While there are several different sources of funding available for addressing transportation needs within the TPR, the RPP is the most flexible funding source for CDOT Regions to use with input from the TPRs. RPP funding is intended to help the TPRs address their regional transportation priorities. RPP funding often is combined with other funding sources to fund individual projects.

Baseline Revenue Scenario

The Gunnison Valley TPR discussed how RPP funds could be used to address transportation priorities with the current funding availability. The TPR reviewed a list of candidate RPP/FASTER corridor projects from CDOT Region 3 and a list of candidate projects from the CDOT Region 5 Passing-Lane and Pull-Out Study to decide which locations could be considered for funding during the first 10 years of the plan. The TPR used a planning estimate of \$30 million of RPP from CDOT Region 3 and a combined planning estimate for RPP and FASTER Safety of \$28 million from CDOT Region 5. The TPR decided to apply percentages of funding to corridors and continue to work with CDOT to develop the specific projects. The TPR allocated the planning estimate in this way:

Priority Corridor	% of CDOT Region 3 Planning Estimate	% of CDOT Region 5 Planning Estimate
US 50	39%	
SH 92	39%	
US 550	19%	
SH 65/SH 92 intersection	3%	
US 550 Colona to Ridgway		40%
SH 145 Placerville to Norwood		50%
US 550 Ridgway to Ouray		10%

Due to limited funding, the majority of dollars identified in the baseline scenario will be dedicated to maintaining and preserving the system. CDOT is developing processes to identify critical needs and help maximize returns on taxpayers' dollars. This will be accomplished through CDOT's Risk-Based Asset Management Program.

Less-Than-Baseline Revenue Scenario

With less money available, some CDOT programs—such as snow and ice removal, bridge maintenance, and roadway maintenance—could be reduced. The Gunnison Valley TPR identified which CDOT programs could be reduced in the event of less-than-expected revenues. The TPR determined that reducing the scope of the RPP program would be the best way to adjust for less revenue. This recommendation will be one of the factors considered for future project selection should there be a decrease in funding available to the TPR for transportation improvements from any funding resource, including RPP.

Additional Revenue Scenario

The Gunnison Valley TPR identified which corridors in the region would receive funding if additional revenues became available. Within this additional revenue scenario, the TPR planned for an additional \$120 million. The result of this process identifies that additional funds would be spent on these corridors:

- US 50
- US 550
- SH 33
- SH 62
- SH 65
- SH 90
- SH 92
- SH 135
- SH 145

For further information, refer to CDOT's planning website.

Statewide Multimodal Needs

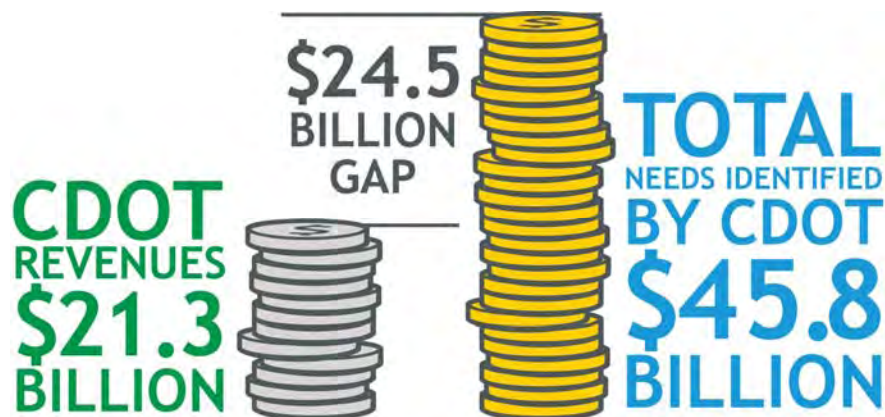
The needs and priorities that are identified at the regional level are combined with the needs of other regions to make up the transportation needs of the state. Concurrently developed with the RTPs, the statewide transportation planning process emphasizes multimodal needs made up of costs for highway, transit, freight, rail, aviation, and non-motorized modes of transportation for the first 10 years of the plan. The horizons for statewide planning match those of the regions (10-year and 25-year). Factors considered in identifying needs include: preserving transportation infrastructure and assets (i.e., pavement and bridges), addressing safety and operational concerns, and expanding the transportation system. Similar to the Gunnison Valley TPR regional multimodal needs, the statewide transportation needs were derived from relevant data and stakeholder input.

The Colorado Transportation Commission considered variations of assumptions for projected future funding and adopted a statewide baseline revenue scenario as a forecasting tool for the 2040 Statewide Transportation Plan. Besides making reasonable projections for future revenues, good planning also requires preparing for when revenues are more or less than projected.

Future projections show baseline revenues will fall short of addressing all of the statewide transportation needs. Comparing cost estimates for statewide needs to the baseline revenue scenario reveals a funding gap. For the 10-year planning horizon, from 2016 until 2025, the gap between projected revenues and the estimated cost of transportation improvement needs is \$8.8 billion.

For the longer-term, 25-year planning horizon, the projected revenues are \$21.3 billion while the total identified needs are estimated to cost \$45.8 billion. This results in an approximate \$24.5 billion funding gap. CDOT will have to consider other revenue sources, such as public-private partnerships and tolling, to close this funding gap and fulfill future statewide transportation needs.

25-Year System Funding Gap (2016-2040)



Estimated amounts in 2016 dollars. Source: CDOT, 2014

Statewide Revenue Scenario Planning

The 2040 forecast includes three revenue scenarios: baseline, additional, and less-than-baseline. The Colorado Transportation Commission adopted the baseline scenario as the expected revenue projection for the Colorado Statewide Transportation Plan (Transportation Commission Resolution #3070). This statewide forecast forms the basis for projections of revenues for the TPR.

Less-Than-Baseline Revenue Scenario

- No federal or state General Fund transfers

Under this scenario, revenues in 2016 would drop from \$1.4 billion to \$1.2 billion and then hold steady at about \$1.2 billion per year through 2040. **This represents an estimated 15-percent decrease from the Baseline Revenue Scenario over the period extending to 2040.**

*Source: March 2014
Transportation Commission
Revenue Projection Packet*

Baseline Revenue Scenario

- Based on current law and current economic assumptions
- Average annual National Gross Domestic Product increases by 2.5 percent
- Federal transportation revenues increase 1 percent per year for fiscal years 2016 to 2020.
- Federal revenues and General Fund transfers are adjusted from 2021 to 2040 to match the Congressional Budget Office forecast
- Off-the-top transfers are based on CDOT projections
- Senate Bill 09-228 will create a transfer of funds to CDOT in fiscal years 2016 to 2020

Except for the brief addition of SB 09-228 funds during the time period from 2016 to 2020, baseline revenues are projected to be flat, at around \$1.3 billion per year, rising to just under \$1.4 billion per year in 2040. More recent forecasts of revenues, however, suggest that funds from SB 09-228 may be substantially reduced or eliminated. The latest forecast calls for only a little over \$100 million as compared to the nearly \$800 million over five years included in the Baseline Revenue Scenario.

*Source: Colorado Transportation
Commission Resolution #3070*

Additional Revenue Scenario

- Baseline revenue scenario
- Senate Bill 09-228 revenues anticipated in 2016 through 2020 would be replaced by some other revenue source of similar magnitude.

Under this scenario, revenues in 2021 would increase from \$1.3 billion in the Baseline Revenue Scenario to \$1.5 billion per year and increase to nearly \$1.6 billion in 2040. **This represents approximately a 10-percent increase from the Baseline Revenue Scenario over the period extending to 2040.**

*Source: March 2014
Transportation Commission
Revenue Projection Packet*

Chapter 6

Implementation Actions and Moving Forward

Implementation Actions

The following discussion contains information about actions that the TPR will take to implement its RTP. Implementation actions are meant to be near-term, practicable measures related to the Gunnison Valley TPR's vision, goals, and corridor profile strategies and benefits. Actions presented below are likely to be initiated before the next update of the RTP and will have limited funding needs, focusing primarily on education, coordination, research, and advocacy. The following actions have been developed as a way for the RPC members to actively promote the RTP.

Implementation Actions for the Gunnison Valley TPR

Implementation Action	Strategies/ Benefits	Applicable RTP Vision and Goals
Make safety a top priority and work with CDOT regional staff to identify regional safety concerns and advocate for potential improvements.	Safety	The highway system will provide mobility to the traveling public at an acceptable level of service.
Utilize local advocates or groups such as bicyclists, walkers, seniors, persons with disabilities, etc., to identify connectivity gaps and other needed biking and walking improvements within the TPR.	Bicycle & Pedestrian	The transportation system will provide new intermodal access and mobility options with particular emphasis on developing new bike and transit travel options.
Meet with the local regional economic development office once or twice a year on mutually beneficial ways to support the local economy by identifying local partnerships and transportation champions.	Economic Development	The transportation system will continue to preserve and enhance the region's overall economic health, providing for energy development and freight movement reliability.
Meet with representatives of federal and state land management agencies on ways to improve signage and services for bike trails through federal and state lands.	Economic Development	The transportation system will continue to preserve and enhance the region's overall economic health, providing for energy development and freight movement reliability.
Work with local agriculture industry representatives to identify locations and specific problems hindering farm-to-market movement.	Economic Development	The transportation system will continue to preserve and enhance the region's overall economic health, providing for energy development and freight movement reliability.
Coordinate with local transit operators, transit advocates, CDOT regional staff, and the private sector to discuss ways of advancing mutual goals and implementing the Gunnison Valley TPR's Regional Transit Plan.	Transit	The transportation system will provide new intermodal access and mobility options with particular emphasis on developing new bike and transit travel options.

Implementation Actions for the Gunnison Valley TPR (continued)

Implementation Action	Strategies/ Benefits	Applicable RTP Vision and Goals
Form relationships with neighboring TPRs, member government entities, transportation advocates, and the private sector to work on transportation issues of mutual concern and leverage resources to augment available funding for maintenance, operation, and expansion of the regional transportation system.	Leveraging Partnerships	The transportation system will function as a complete system with effective connectivity both within the region and to the rest of the state.
Work with CDOT regional staff and local stakeholders to identify potential locations along rural freeways and state highways for shoulder widening and other structural ways to maximize the carrying capacity of the regional transportation system.	Capacity	The highway system will provide mobility to the traveling public at an acceptable level of service.

High Priority Transit Strategies

In addition, the Regional Transit Plan identified several high priority transit strategies for implementation over the next 15 to 20 years to guide the region in making meaningful investments in transit. These strategies address the transit needs identified in region through surveys, Transit Working Group meetings and public input. Each strategy falls in line with the regional transit vision and goals, and supports the overall statewide transit vision, goals and objectives. Strategies include, but are not limited to coordination activities, maintaining, expanding and/or enhancing of transit service, and facility improvements. For more information on the high priority transit strategies for the Gunnison Valley TPR, please see the Gunnison Valley Regional Coordinated Transit and Human Services Plan on CDOT's planning website.

Moving Forward with the RTP

After adoption of the RTP, the Gunnison Valley TPR will use implementation actions to monitor progress and will re-evaluate its actions accordingly. The TPR also will work with CDOT to develop activities that carry forward implementation actions. This will keep the plan actionable. In addition, regularly assessing progress on the plan based on these implementation actions can help the TPR decide whether to add or remove actions, as appropriate.

To find out about how you can get involved in the Gunnison Valley TPR's ongoing transportation planning process, please visit CDOT's planning website

Corridor Strategies and Benefits

The actions discussed in this chapter will help achieve the benefits identified in the RTP corridor profiles as documented in **Chapter 4, Regional Priority Corridors**. The corridor profiles for the Gunnison Valley TPR are available for review on CDOT's planning website.

Benefits include: Aviation, pedestrian and bicycle, transit, capacity, economic development, environmental stewardship and sustainability, freight, operations, rail, safety, system preservation and leveraging partnerships.

RIDGWAY PLANNING COMMISSION

AGENDA

Tuesday, May 28th, 2019
Regular Meeting; 5:30 pm
Ridgway Community Center
201 North Railroad Street, Ridgway, Colorado

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

PUBLIC HEARINGS:

1. Town of Ridgway Master Plan – consideration for adoption in accordance with C.R.S. § 31-23-206.
Adopted the plan with edits in staff memo, including optional edits to the Master Plan amendment process put forward by town staff, referred to Town Council
2. **Application:** Minor Subdivision; **Location:** Solar Ranches Filing 1, Lot 39; **Address:** 520 Chipeta Drive; **Zone:** Residential (R); **Applicants:** Paula James and Don Rogers; **Owners:** Paula James and Don Rogers **Recommended adoption to Town Council with conditions**
3. **Application:** Preliminary Plat; **Location:** property at southeast corner of Sherman/Hwy 62 and S Railroad, legal address: S: 16 T: 45 R: 8 N1/2SW1/4; **Address:** TBD Railroad/Hwy 23; **Zone:** Historic Business (HB); **Applicant:** Ridgway Cohousing, LLC.; **Owners:** Ridgway Cohousing LLC
Recommended adoption to Town Council with conditions to be met prior to Town Council hearing

OTHER BUSINESS:

4. Heritage Park/Visitor Center Draft Plan **Reviewed**
5. Dark skies update **Sent draft revised outdoor lighting regulations to IDA, waiting to hear back**

APPROVAL OF MINUTES:

6. Minutes from the meeting of April 30th, 2019 **Approved**

ADJOURN