

## RIDGWAY PLANNING COMMISSION

### AGENDA

Tuesday, January 7<sup>th</sup>, 2020  
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. **Application:** Final Plat; **Location:** 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 (8 lots); **Zone:** Residential (R); **Applicant:** RiverSage LLC, c/o Rick Weaver; **Owners:** RiverSage LLC

#### OTHER BUSINESS:

2. Master Plan Implementation: Land Use Code Updates Phase 1, Address Housing

#### APPROVAL OF MINUTES:

3. Minutes from the meeting of September 24, 2019
4. Minutes from the meeting of December 3, 2019

#### ADJOURN

**NOTICE OF  
PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that the Ridgway Planning Commission and Town Council will hold a **PUBLIC HEARING** at the Town Hall Community Center, 201 N. Railroad Street, Ridgway, Colorado, on Tuesday, January 7<sup>th</sup> (Commission) and Wednesday, January 8<sup>th</sup> (Council), 2020 at 5:30 p.m., to receive and consider all evidence and reports relative to the application described below:

Application for:        Final Plat for RiverSage Phase 2

Location:                Outlot on RiverSage PUD Plat

Address:                TBD RiverSage Drive/Chester Court

Zoned:                    Residential (R)

Applicant:               Rick Weaver

Property Owner:       RiverSage Ridgway LLC

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

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

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

DATED: December 23, 2019

Shay Coburn, Town Planner

## STAFF REPORT

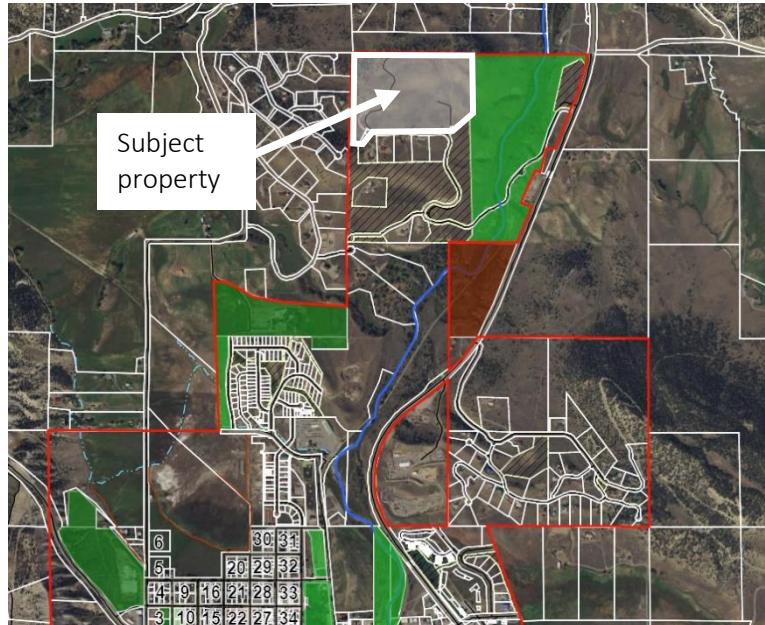
**Subject:** Final Plat  
**Legal:** Weaver Annexation, RiverSage "Outlot" as platted on RiverSage PUD Filing No. 1 under Reception Number 200985, County of Ouray State of Colorado  
**Address:** TBD Chester Court (x 8 lots)  
**Parcel #:** 430509200022  
**Zone:** Residential (R)  
**Applicant:** RiverSage LLC, c/o Rick Weaver  
**Owners:** RiverSage LLC  
**Initiated By:** Shay Coburn, Town Planner  
**Date:** January 7, 2020

---

**BACKGROUND**

This application is for a Final Plat for RiverSage PUD Filing No. 2. The Town Council approved the Preliminary Plat application on June 12, 2019. There were conditions assigned to this approval that if not addressed in this report have been completed.

This final plat is for the almost 43 acre outlot and is the second and final phase of the RiverSage subdivision. This includes eight new single-family home building lots, a new road named Chester Ct. which is a cul-de-sac, and the dedication of about 21 additional acres of park land to the town.



For more detailed information see the preliminary plat staff reports from the June 12<sup>th</sup> Town Council meeting and the March 22<sup>nd</sup> Planning Commission meeting.

For this hearing, the following documents were submitted to staff and are appended to this report:

Document	Document Date
Application	11/04/2019
Narrative	11/05/2019
RiverSage PUD Filing No. 2 Plat Map	10/29/2019, received 11/04/2019
RiverSage HOA Bylaws	10/08/2009
CCRs – recorded	06/26/2009 record date
CCRs – recorded amendment 1	06/10/2010 record date
Weed Management Report	08/9/2019, received 08/13/2019
License Termination Notice to Dallas Meadows Comm. Association	06/19/2019
Final Phase Construction Update	01/02/2020

## CODE REQUIREMENTS AND ANALYSIS

### RMC 7-4-5(C) Final Plat

(1) (a) *No land shall be subdivided, no proposed lot may be sold or conveyed, and no occupancy permit for any building or unit on a pending subdivision or PUD shall be issued, until the final plat has been approved in accordance with this Subsection and recorded.*

(b) *No building permit shall be issued for a building which is intended to be on a lot to be created by a pending subdivision, until such subdivision is approved and recorded.*

(c) *No final plat may be scheduled for a Planning Commission hearing more than two years after approval of the preliminary plat, without resubmitting the preliminary plat for review pursuant to 7-4-5(B) unless;*

(i) *within two years of approval of a final plat of a previous filing, or*

(ii) *the Town Council authorizes an extension for good cause shown, such as adverse market conditions, in conjunction with substantial progress on infrastructure and approval of a final plat of previous filings in accordance with an approved phasing plan.*

(d) *The final plat shall be substantially consistent with the preliminary plat as approved. Alterations to lot lines, easements and rights of way which do not have consequential impact and which do not change the number of lots or density within the plat will be deemed substantially consistent.*

Compliant.

(2) *The following shall be submitted at least 30 days prior to the Planning Commission meeting at which the subdivider wishes to have the plat considered:*

(a) *Application for hearing and fee as set by 7-4-12,*

(b) *Four 11x17 copies, three 22x34 copies and one electronic copy of the final plat,*

(c) *One paper copy and one electronic copy of all supporting documents.*

Compliant.

(3) *The final plat shall comply with the requirements for the preliminary plat, except as modified by this Subsection, and shall include the following additional information:*

(a) *A legal description of the subdivision and sufficient data to determine easily and reproduce on the ground the location, bearing and length of every street line, boundary line, block line, lot line, and building line, whether curved or straight, including the radius, central angle and tangent distance for the center line of curved streets. Other curved lines shall show arc or chord distance and radius. All dimensions shall be to the nearest 100th of a foot and all angles to the nearest minute. The plat shall meet all statutory requirements.*

- Please add 5' elevation contours to the plat map.
- The Town Engineer may have additional comments that are unknown at the time of this staff report. Staff hopes to have any comments by the time of the meeting.

(b) *Total acreage of public streets and alleys, designation of easements, streets, alleys and other property dedicated for public use.*

Compliant.

(c) *Lot and block numbers and lot areas.*

Compliant.

(d) *Plat Certificates in a format approved by the Town including:*

(i) *Certificates of approval for the Planning Commission and Town Council, and Town Attorney;*

(ii) *A certificate of ownership and dedication notarized and executed by all surface owners, and lien holders' certificates joining in the dedications, subdivision improvements agreement and subdivision;*



*(iii) The location of all monuments and a certificate of a registered land surveyor attesting to the accuracy of the survey, plat and placement of monuments in compliance with state law and these regulations;*

*(iv) A certificate of an attorney that the title to the property is in the name of those parties executing the certificate of ownership and dedication and that the property dedicated is free and clear of all liens and encumbrances;*

*(v) A certificate of a licensed professional engineer that the water, sewer, fire protection, drainage systems, and streets have been designed in accordance with all applicable requirements of Town specifications and standards, and constructed in accordance with plans approved by the Town;*

*(vi) A certificate of recording to be executed by the County Clerk and Recorder;*

*(vii) A certificate of completed improvements;*

*(viii) Other appropriate certificates.*

Please update Surveyor Certificate to match filing 1 and our standard language: "I, Nicholas Barrett, 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."

*(e) A vicinity sketch map;*

Compliant.

*(f) Plat notes requiring all outdoor lighting fixtures to comply with Town regulations;*

Compliant.

*(g) A plat note indicating the maximum number of residential units within the subdivision pursuant to subsection 3-4-1(D);* Edit plat note 13 to say, "Each lot is limited to one principal dwelling unit for which applicable excise tax has been paid. In addition, each lot may have an "accessory dwelling unit" if compliant with Town code provisions as in effect from time to time, for which no excise tax has been paid." While this language is not consistent with Filing 1, this is the current language that we use on all plats since updating our ADU regulations. Filing 1 also allows for ADUs which should be described in the CCRs or perhaps elsewhere on the plat.

*(h) Other required plat notes in a format provided by or approved by the Town.*

Plat note 14 – It doesn't appear as if there are any slope easements in this filing 2. Consider deleting this plat note.

*(4) The final plat and accompanying plans shall be drawn to a scale of not less than 1" equals 100 ft.*

Compliant.

*(5) The following, updated in accordance with requirements and conditions of preliminary plat approval, shall be submitted with the plat:*

*(a) As-built plans containing information as required by the Town specifications and regulations, for water, sewer, electricity, gas, telephone and drainage systems, along with any other available as built plans. "As-built" plans for any other required improvements not complete at the time the final plat is submitted shall be submitted, reviewed and approved by the Town prior to final acceptance of the improvements by the Town.*

As-builts plans have not been submitted. This will be included in the SIA.

*(b) A draft subdivision improvements agreement on a form provided by the Town including all improvements required for the subdivision whether completed or not.*

See attached draft SIA.

*(c) A copy of any restrictive covenants, condominium declarations, and articles of incorporation and by-laws of any owners' association applicable to the subdivision or lots therein.*

Phase 2 will become part of the RiverSage PUD and fall under the covenants and bylaws associated with the PUD.

*(d) The subdivider shall send a notice, at least 30 days prior to the Planning Commission's hearing or consideration, to mineral estate owners, by certified mail, return receipt requested, or a nationally recognized overnight courier, in accordance with the requirements of CRS 24-65.5-103(1). A copy of the notice shall be given to the Town along with the subdividers certification of compliance with said notification requirements. Provided, this notice is not required if notice was previously sent and such certification previously provided with respect to the same surface development, or the application is only for platting an additional single lot, unless a mineral estate owner has requested notice pursuant to CRS 24-6-402(7).*

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.

*(e) Payments of all amounts billed by the Town and due to date pursuant to Section 7-4-12(B).*

Applicant does not have any overdue balances as of the end of 2019. Applicant should note that additional fees for engineering and legal review will be due for this final plat and then for recording the documents with the County.

*(f) A list of proposed uses for each lot consistent with Town zoning regulations.*

Lots will be used for residential and parks/open space, this is in compliance with the Low Density Residential District.

*(g) Applications for water and sewer taps adequate to serve the proposed use for each lot on the final plat, provided however, this shall not apply to subdivisions for which tap prepayment agreements have been approved prior to September 15, 1992.*

Not applicable. This subdivision is served by Tri-County for water and individual septic systems per the annexation agreement.

*(6) The Town staff shall apply the following procedures in the final plat submittal process:*

*(a) Once all amounts due pursuant to 7-4-12(B) have been received, the Town staff will review the plat and submittals and advise the subdivider of any material deficiencies.*

Applicant does not have any overdue balances as of the end of 2019.

*(b) The Town staff will schedule it for a Planning Commission agenda once it is able to determine, at least 10 days in advance of a meeting, that the submittals, as supplemented pursuant to staff request for correction of deficiencies, are in substantial conformity with the requirements of this Subsection (C), all applicable conditions of preliminary plat approval have been met, and the street base, lights and traffic control devices, and water, sewer, electricity, gas, telephone and drainage systems, have been completed, inspected, approved and accepted by the Town, and final approved as-builts for the water, sewer, electricity, gas and drainage systems, have been received and approved by the Town.*

The Applicant believes that most all improvements will be completed by the time this application gets to Planning Commission on January 7<sup>th</sup> and wants to enter into an SIA for a few of the outstanding items such as finishing the cul-de-sac at the end of RiverSage Drive and adding the final road base to the new Chester Court.

It should be noted that street lights were not required with this development. See Preliminary Plat staff reports and minutes for more information. Also, each lot will have an individual septic system so there is no sewer line installed.

*(7) The Planning Commission may approve, conditionally approve or disapprove the final plat. It may continue its consideration of the plat to another meeting when additional time is needed, or to allow the subdivider time to revise or supplement the plat and related documents to bring it into compliance with these regulations or proposed conditions of approval. The reason for continuance, disapproval, or any conditions of approval, shall be included in the minutes of the Planning Commission's proceedings and provided to the subdivider in writing upon request. Consideration of the matter may also be continued upon the subdividers request. The plat may be disapproved if it or the proposed improvements and required submittals are inadequate or do not comply with the requirements of these regulations or proposed conditions of approval.*

*(8) The following Planning Commission outcomes shall apply:*

*(a) A Planning Commission recommendation of disapproval shall be submitted to the Town Council along with the plat for review at the next regular meeting.*

*(b) A Planning Commission recommendation of approval, with or without conditions, shall be submitted to the Town Council once the following are met:*

*(i) The Town has received a reproducible mylar properly executed by all parties except Town officials, the original subdivision improvements agreement properly executed by the Subdivider accompanied by required security, and copies of properly executed corporate documents and covenants;*

*(ii) Compliance with all Planning Commission conditions of approval except those subject to a good faith dispute;*

*(iii) Payment of all costs due to date pursuant to 7-4-12(B), recording fees, development excise taxes, tap fees and other amounts due the Town.*

*(9) The Town Council shall issue its decision approving, conditionally approving or disapproving the plat, based upon compliance with the provisions of these regulations. The Town Council may continue its consideration of the plat until such time as any proposed requirements for approval, are met by the subdivider. Consideration of the matter may also be continued upon the subdividers request. Except as otherwise expressly provided by the Town Council, all other conditions of approval shall be met within 90 days of such approval or the plat shall be deemed disapproved. Unless expressly authorized by the Town Council, the final plat shall not be recorded until all conditions of approval have been met. Following approval by the Town Council and compliance with any conditions of approval, the final plat shall be executed by Town Officials and recorded with the County Clerk and Recorder by the Town Clerk the cost of which shall be advanced by the subdivider.*

#### **RMC 7-4-6(B) Subdivision Improvements Agreement**

*(1) No final plat shall be approved or recorded until the subdivider has properly completed, and the Town has approved, the street base, lights and traffic control devices, and water, sewer, electricity, gas, telephone, and drainage system as adequate to serve each lot, and has submitted, and the Town Council has approved, a Subdivision Improvements Agreement guaranteeing construction of all other required improvements and as-builts therefore, which have not previously been completed and approved by the*

*Town. The Subdivision Improvements Agreement shall list the improvements to be made and as built required, estimated costs, and completion dates.*

*(2) All improvements shall be completed and accepted within 2 years following approval of the final plat by the Town, unless a longer interval is provided for in the Subdivision Improvements Agreement.*

*(3) The Subdivision Improvements Agreement shall contain or be accompanied by a security arrangement approved by the Town, which reasonably guarantees that all required improvements shall be completed, such as escrowed funds, clean irrevocable letter of credit, or lien agreement. Such security and agreement shall provide that the Town may cause the improvement to be completed if not completed pursuant to the Subdivision Improvements Agreement. The cost of completion may then be collected pursuant to the security and the agreement or in any lawful manner. The amount of the security shall be adequate taking inflation into account.*

*(4) The security shall not be released until the Town has inspected the improvements and approved them as completed in accordance with the final plat, other plans and applicable Town specifications.*

*(5) The subdivider shall be responsible for the costs to correct and repair any defect in any improvements due to materials or workmanship which appears for a period of 1 year from the date of approval of completion of any improvement, or such later date as provided in any Subdivision Improvements Agreement. As-built plans shall be submitted upon completion with the request for inspection and approval.*

*(6) No lot may be sold in any subdivision nor may any building, occupancy or other permit be issued if a breach of the improvements agreement occurs until such breach is remedied.*

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, Town Council was supportive of eliminating Phase 3, adding dedicated park space and forgiving the requirement for the pedestrian bridge and vehicle bridge lights as planned in the amended SIA. As such, a draft Release of the Subdivision Improvements and Lien Agreement is attached to this staff report. This will need to be executed and recorded after recording this final plat and the new SIA for Filing 2.

A draft Subdivision Improvements and Lien Agreement for this Filing No. 2 is attached. While RMC 7-4-6(B)(1) requires that the subdivider complete and the town accepts "the street base, lights and traffic control devices, and water, sewer, electricity, gas, telephone, and drainage system as adequate to serve each lot" before a final plat can be approved and recorded, these items are mostly complete and due to

winter weather can not be done properly at this time. Town Council will need to consider this request carefully. It should be noted that some items may have been completed after finalizing this staff report.

**RMC 7-4-6(C)**

*(C) (1) Prior to or at the time of submitting any final plat for any subdivision or planned unit development (or an amendment or replat thereof), the subdivider or subdivider shall submit, for review and approval by Town of Ridgway Planning and Zoning Commission, a written statement from a recognized weed control expert certifying that the subject real property is then free of all "noxious plants" (as such term is defined by C.R.S. 35-5.5-103(16). Alternately, if any such noxious plants are then determined to be present upon the subject property, the subdivider or subdivider shall submit for such review and approval a written plan for the abatement of such noxious plants. The approved plan shall be incorporated into an overall subdivision improvements agreement and the subdivider or subdivider shall remain individually responsible for the implementation thereof for a period of not less than two years unless a shorter period is expressly provided for in the subdivision improvements agreement.*

*(2) The foregoing requirements shall be in addition to ordinary weed control requirements imposed upon all landowners by the provisions of Chapter 12 of the Ridgway Town Code.*

Applicant submitted a Weed Management Plan for this phase 2. No noxious weeds were found. Disturbed areas are to be monitored and revegetation to happen with native grass see mix.

**Misc. items to address from Preliminary Plat:**

- Excise tax has been paid for all 8 lots.
- Dennis Weaver Memorial Park will be expanded by about 21 acres with this Phase 2.
- Plat map, dedication language, item 1 – the Black Canyon Land Trust merged with another and is now called the Colorado West Land Trust. Either update the name or just delete reference to a specific land trust.
- The building envelopes must be legally described on the plat map. There are measurements for the building envelopes on the plat map but not legal descriptions. Staff wants to know from the surveyor if that is sufficient. The building envelopes should be physically located and marked as part of this final plat without scraping any more lots.
- Dedication Certificate on page 1 of the plat map: 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. Town Attorney to confirm that the language is adequate.

---

**STAFF RECOMMENDATION**

Staff recommends that the Commission recommended approval of this Final Plat to Town Council, with the following conditions:

1. Edits are completed to the Plat Map as request in this report.
2. Execution of the drafted Subdivision Improvements and Lien Agreement. This will be reviewed by the Town Council at the same meeting as the final plat hearing.

---

**EXHIBITS**

- A. Draft Release of Subdivision Improvements and Lien Agreement for RiverSage Phase 1
- B. Draft Subdivision Improvements and Lien Agreement for RiverSage Phase 2



*Posted notice.*

Exhibit A to Staff Report

RELEASE OF SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT

WHEREAS, the Town of Ridgway, Colorado and RiverSage Ridgway, LLC entered into a Subdivision Improvements and Lien Agreement recorded on June 26, 2009 in Ouray County records at Reception Number 200986, amended by the Amendment recorded at Reception # 206072 in the Ouray county Records on 09/26/2011, amend by the Town Council on April 10, 2013, and amended by the Amendment recorded at Reception # 217293 in the Ouray county Records on 10/31/2016; and

WHEREAS, the Town of Ridgway, Colorado, was granted a lien on approximately 7.80 acres for the 4 lots in Phase 2 as further described in Exhibit A, toward completion of improvements specified in this Subdivision Improvements Agreement; and

WHEREAS, the requirements for the release of the lien were to complete a “foot bridge” and “vehicular bridge lights” identified in the Subdivision Improvements Agreement have been waived by the Town Council due to the revised 2<sup>nd</sup>, and final, phase of the RiverSage P.U.D. which reduced the total number of lots; and

WHEREAS, the Town hereby releases the lien on the approximately 7.80 acres for the 4 lots in Phase 2 as further described in Exhibit A.

NOW, THEREFORE, THE TOWN OF RIDGWAY, COLORADO, HEREBY RELEASES THIS SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT FOR THE RIVERSAGE RIDGWAY, LLC, RIVERSAGE P.U.D - FILING NO. 1 according to the official plat thereof on file in the Ouray County Records, which lien was created by that "Subdivision Improvements Agreement" recorded under reception number 200986 on June 26, 2009 in Ouray County records, amended by the Amendment recorded at Reception # 206072 in the Ouray county Records on 09/26/2011, amend by the Town Council on April 10, 2013, and amended by the Amendment recorded at Reception # 217293 in the Ouray county Records on 10/31/2016.

IN WITNESS WHEREOF, this document has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

TOWN OF RIDGWAY, COLORADO

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF OURAY     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, Mayor and \_\_\_\_\_, Town Clerk of the Town of Ridgway, Colorado

Witness my hand and official seal.  
My commission expires

(SEAL)

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Address





## Exhibit A to Release

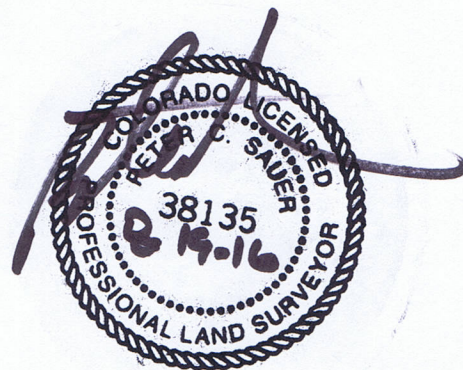
### LEGAL DESCRIPTION

A Tract of Land Located in the North 1/2 of Section 9, Township 49 North, Range 8 West, New Mexico Principal Meridian, more particularly described as follows:

Beginning at a point from whence the North 1/4 of Said Section 9, T49N, R8W, NMPM Bears N 55°35'02"E a distance of 652.50 Feet;  
thence S 03°13'06" W a distance of 317.16 feet;  
thence S 88°01'49" E a distance of 267.07 feet;  
thence with a curve turning to the right with an arc length of 81.92 feet, with a radius of 50.00 feet, with a chord bearing of N 43°13'21" E, with a chord length of 73.06 feet;  
thence with a compound curve turning to the right with an arc length of 58.67 feet, with a radius of 50.00 feet, with a chord bearing of S 56°13'11" E, with a chord length of 55.36 feet;  
thence with a reverse curve turning to the left with an arc length of 17.45 feet, with a radius of 20.00 feet, with a chord bearing of S 47°36'00" E, with a chord length of 16.90feet;  
thence S 72°35'50" E a distance of 140.92 feet;  
thence with a curve turning to the right with an arc length of 152.49 feet, with a radius of 125.00 feet, with a chord bearing of S 37°39'01" E, with a chord length of 143.21 feet;  
thence S 02°42'07" E a distance of 184.52 feet;  
thence N 61°11'33" E a distance of 260.17 feet;  
thence N 23°53'16" E a distance of 97.05 feet;  
thence N 00°20'22" E a distance of 411.02 feet;  
thence N 88°01'49" W a distance of 858.49 feet to the point of beginning,

Having an area of 339870.82 square feet, 7.80 acres

All in the Town of Ridgway, County of Ouray, State of Colorado



Mailing Address: 1147 Ouray County Road 22, Montrose, Colorado 81403

Office Address: 565 Sherman Street, Unit 10, Ridgway, Colorado 81432

970-249-5349

970-626-6261 (fax)

[www.orionsurveying.com](http://www.orionsurveying.com)



## Past SIA Documents

**SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT**

THIS AGREEMENT is entered into between, RiverSage Ridgway, LLC, a Colorado Limited Liability Company, Grantor (hereinafter sometimes referred to a Subdivider) and the Town of Ridgway, Colorado, (hereinafter sometimes referred to as Town) pursuant to the Subdivision Regulations of the Town.

**WITNESSETH:**

The Subdivider agrees that in consideration of receiving final plat approval from the Town for the Subdivision known as RiverSage P.U.D.-Filing No. 1 as follows:

1. The Subdivider agrees to cause the below listed improvements to be constructed and completed in accordance with the preliminary and final plats and other plans and documents, as approved by the Town, and in accordance with the applicable design and construction standards of the Town's Subdivision Regulations, including the Town's Road Specifications, all as modified by Preliminary Plat approval, and shall cause such improvements to be completed by the date specified below. Power, gas, water and telephone facilities shall be constructed in compliance with the requirements of the affected public utility and Town specifications. "As built" plans and drawings along with TCWCD acceptance shall be submitted for the Water System upon completion. All improvements shall be designed and constructed in accordance with good engineering practices.

<u>Improvement</u>	<u>Completion Date</u>	<u>Estimated Costs to complete</u>
Street Paving from Bridge to Hwy 550	June 10, 2011	\$90,000
Footbridge	June 10, 2011	108,900
Vehicular Bridge Lights	June 10, 2011	7,000
Trail along RiverSage and Rusty Spur	October 31, 2009	500
As- Builts	July 31, 2009	3,300
Hillside Revegetation	June 10, 2011	
Street base	Completed	
Trail Relocation	Completed	
Emergency Gate	Completed	
Drainage	Completed	

Water Distribution & Fire Prevention System	Completed
Telephone, gas & electricity	Completed
Street signs and traffic control devices	Completed
Mail boxes	Completed
Monuments and footprint stakes	Completed
Street lights	N/A
Sanitary Sewer System	N/A
Sidewalk	N/A

2. As security to guarantee the proper construction and acceptance of the above public and private improvements by the completion date specified, Subdivider hereby grants, bargains and conveys to the Town a lien, prior to all mortgages, deeds of trust, liens and encumbrances other than the lien for general ad valorem taxes upon the following described property situated in Town of Ridgway, Ouray County, Colorado:

Lot 4, RiverSage PUD, Filing No 1.

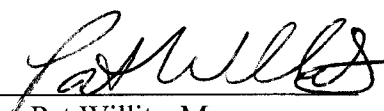
Such lien may be foreclosed in any lawful manner as a mortgage or otherwise, and the Town shall be entitled to recover all its costs and reasonable attorney's fees, if such improvements are not installed, constructed and accepted, as required. The Town may also enforce compliance by certifying the costs estimated to complete the improvements together with costs of collection including attorney's fees, to the County Treasurer, as a delinquent water, sewer or other charge, to be collected against the above described property similarly as taxes are collected.

3. Subdivider may obtain a partial release of the lien for any lot by paying the Town 150% of the cost to complete uncompleted improvements necessary to serve that lot, to be held in an escrow account. Funds in the account will be returned to the Grantor for those improvements completed when the improvements are approved by the Town; and a complete set of "as built" plans for water, and storm drainage improvements are delivered to the Town. Such funds may be used by the Town to complete improvements not completed as required by Town Subdivision Regulations or this Agreement. The Town Manager may approve an amendment to this agreement to switch the first lien to another lot upon a request to do so.

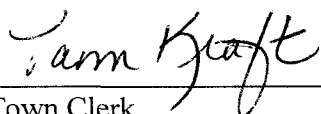
4. When Subdivider has completed any or all of the required improvements, Subdivider shall submit, when required, "as built" drawings and request the Town or affected utility to inspect such improvements for proper completion. If the Town or affected utility determines that the improvement or improvements have been completed in accordance with the requirements of this Agreement and the Town's Subdivision Regulations, it shall certify such, in writing, and the applicable portion of the security for the completed improvements may be released. Subdivider shall repair or replace any improvement which is defective or fails within 2 years of the Town's certificate of acceptance. Private improvements shall be properly maintained thereafter by the lot owners and owner's association.
5. This Agreement shall be binding upon the heirs, successors and assigns of the Subdivider or the Town, provided that Subdivider may not assign this Agreement without express written consent of the Town. This Agreement shall be a covenant running with the land as described above.
6. This Agreement may be enforced by the Town in any lawful manner, and the Town may compel the Subdivider to adhere to the agreement by an action for specific performance or an injunction in any court of competent jurisdiction. Subdivider understands that no water or sewer taps or building or occupancy permits shall be granted or issued and no sale of any lot may occur if Subdivider is in breach of any provision of this Agreement at any time.

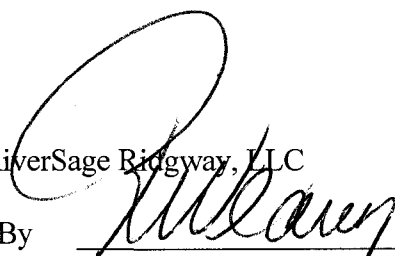
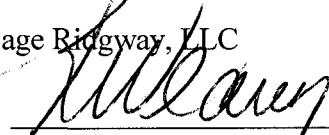
IN WITNESS WHEREOF, the parties have executed this Agreement as of the 26 day of June, 2009.

TOWN OF RIDGWAY, COLORADO

By   
Pat Willits, Mayor

ATTEST:

  
Town Clerk

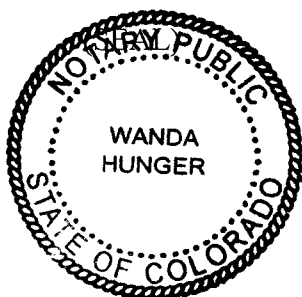
  
RiverSage Ridgway, LLC  
By   
Rick Weaver, Manager

STATE OF COLORADO     )  
                                      ) ss.  
COUNTY OF OURAY     )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of June, 2009, by Pat Willis, Mayor and Pam Kraft, Town Clerk of the Town of Ridgway, Colorado.

Witness my hand and official seal.

My commission expires: 5/19/2012

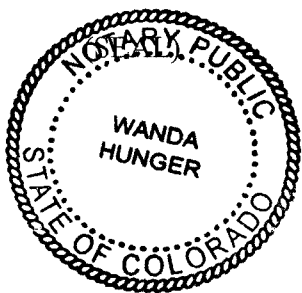


Wanda Hunger  
55 Valley View Rd  
Ridgway, CO 81432

STATE OF                     )  
                                      ) ss.  
COUNTY OF                )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of June, 2009, by Rick Weaver, Manager of RiverSage Ridgway, LLC  
Witness my hand and official seal.

My commission expires: 5/19/2012



Wanda Hunger  
Notary  
55 Valley View Rd  
Address Ridgway, CO 81432

**AMENDMENT TO SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT**

THIS AMENDMENT is entered into between, RiverSage Ridgway, LLC, a Colorado Limited Liability Company, Grantor (hereinafter sometimes referred to a Subdivider) and the Town of Ridgway, Colorado, (hereinafter sometimes referred to as Town).

That Subdivision Improvements and Lien Agreement entered into between the parties and recorded at Reception # 200986 in the Ouray county Records on 06/26/2009 is hereby amended to change the completion dates for the "Footbridge" and the "Vehicular Bridge Lights" to June 10, 2013 or prior to commencement of construction of Phase II improvements, which ever occurs first.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 22<sup>nd</sup> day of July, 2011.

TOWN OF RIDGWAY, COLORADO

ATTEST:

Town Clerk

By

Mayor

RiverSage Ridgway, LLC

By

Rick Weaver, Manager

STATE OF COLORADO )  
 ) ss.  
COUNTY OF OURAY )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of September, 2011, by Pat Willits, Mayor and Pam Kraft, Town Clerk of the Town of Ridgway, Colorado.

Witness my hand and official seal.

My commission expires: 10/14/2013



STATE OF COLORADO )  
 ) ss.  
COUNTY OF OURAY )

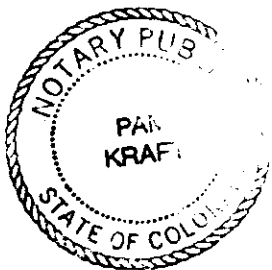
Karen R. Christian  
Notary  
2500 Hwy 550 Ridgway, CO 81432  
Address

The foregoing instrument was acknowledged before me this 24<sup>th</sup> Aug day of 2011, by Rick Weaver, Manager of RiverSage Ridgway, LLC

Witness my hand and official seal.

My commission expires: 1/13/13

(SEAL)



Notary

Address

RIDGWAY TOWN COUNCIL  
MINUTES OF REGULAR MEETING [excerpt]

APRIL 10, 2013

16. Request for second extension to terms of agreement in the RiverSage Subdivision Improvements Agreement

Councillor Weaver stepped down from sitting with the Council due to a conflict of interest.

Letter dated 4-10-13 from the RiverSage Ridgway LLC pertaining to requirements of the RiverSage Subdivision Improvements Agreement. Staff Report from the Town Manager dated 4-5-13 presenting a background on the request for second amendment to the Subdivision Improvements Agreement for RiverSage PUD.

Rusty Weaver, representing the Weaver Family for River Sage Ridgway LLC, requested 'another extension' of the requirements in the Subdivision Improvements Agreement for completion of the footbridge and vehicular bridge lights 'until the sale' of all existing lots in Phase 1 of the subdivision, and during construction of Phase 2.

There was discussion by the Council and it was agreed that since there is no requirement that Phase 2 must be constructed, an extension would be granted for another two years.

ACTION:

Councillor Hunter moved to extend the extension for another two years, and amend the Subdivision Improvements Agreement by extending Amendment #1 for RiverSage PUD and Councilmember Gunning seconded. The motion carried unanimously.

Councillor Weaver returned to sit with the Council.

THIRD AMENDMENT TO SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT

THIS THIRD AMENDMENT is entered into between, RiverSage Ridgway, LLC, a Colorado Limited Liability Company, Grantor (hereinafter sometimes referred to as Subdivider) and the Town of Ridgway, Colorado, (hereinafter sometimes referred to as Town).

That Subdivision Improvements and Lien Agreement (SIA) entered into between the parties and recorded at Reception #200986 in the Ouray county Records on 06/26/2009, and amended by the Amendment recorded at Reception # 206072 in the Ouray county Records on 09/26/2011, and amended by the Town Council on April 10, 2013, is hereby amended to:

Change the completion dates for the "Foot bridge" and the "Vehicular Bridge Lights" to July 13, 2018.

To change, in Section 2, page 2 of the SIA, the security that guarantees the proper construction and acceptance of the public and private improvements required by the completion date specified, from "Lot 4, RiverSage PUD, Filing No 1" to the "approximately 7.80 acres for the 4 lots in Phase 2" as further described in Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 17<sup>th</sup> day of October, 2016.

TOWN OF RIDGWAY, COLORADO

By

[Signature]  
Mayor

ATTEST:

[Signature]  
Town Clerk

RIVERSAGE RIDGWAY, LLC

By

[Signature]  
Rick Weaver, Manager

STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF OURAY )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of October, 2016, by John Clark, Mayor and Pam Kraf, Town Clerk of the Town of Ridgway, Colorado.

Witness my hand and official seal.

My commission expires: 11-7-2017

(SEAL)



[Signature]

Notary

PO Box 523 Ridgway CO 81432

Address



The foregoing instrument was acknowledged before me this 17th day of October, 2016, by Rick Weaver, Manager of RiverSage Ridgway, LLC

**Witness my hand and official seal.**

My commission expires: 11-7-2017

(SEAL)



Garrett R. Christen

**Notary**

Notary  
PO Box 523  
Kidsway, CO 81432

Address



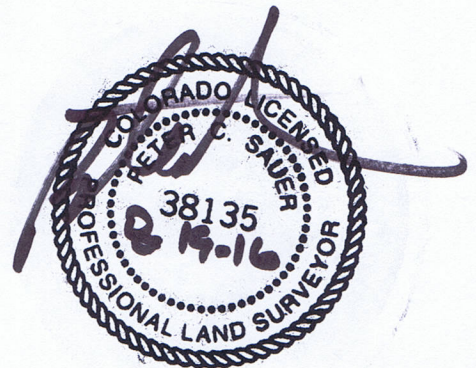
## LEGAL DESCRIPTION

A Tract of Land Located in the North 1/2 of Section 9, Township 49 North, Range 8 West, New Mexico Principal Meridian, more particularly described as follows:

Beginning at a point from whence the North 1/4 of Said Section 9, T49N, R8W, NMPM Bears N 55°35'02"E a distance of 652.50 Feet;  
thence S 03°13'06" W a distance of 317.16 feet;  
thence S 88°01'49" E a distance of 267.07 feet;  
thence with a curve turning to the right with an arc length of 81.92 feet, with a radius of 50.00 feet, with a chord bearing of N 43°13'21" E, with a chord length of 73.06 feet;  
thence with a compound curve turning to the right with an arc length of 58.67 feet, with a radius of 50.00 feet, with a chord bearing of S 56°13'11" E, with a chord length of 55.36 feet;  
thence with a reverse curve turning to the left with an arc length of 17.45 feet, with a radius of 20.00 feet, with a chord bearing of S 47°36'00" E, with a chord length of 16.90feet;  
thence S 72°35'50" E a distance of 140.92 feet;  
thence with a curve turning to the right with an arc length of 152.49 feet, with a radius of 125.00 feet, with a chord bearing of S 37°39'01" E, with a chord length of 143.21 feet;  
thence S 02°42'07" E a distance of 184.52 feet;  
thence N 61°11'33" E a distance of 260.17 feet;  
thence N 23°53'16" E a distance of 97.05 feet;  
thence N 00°20'22" E a distance of 411.02 feet;  
thence N 88°01'49" W a distance of 858.49 feet to the point of beginning,

Having an area of 339870.82 square feet, 7.80 acres

All in the Town of Ridgway, County of Ouray, State of Colorado



Mailing Address: 1147 Ouray County Road 22, Montrose, Colorado 81403

Office Address: 565 Sherman Street, Unit 10, Ridgway, Colorado 81432

970-249-5349

970-626-6261 (fax)

[www.orionsurveying.com](http://www.orionsurveying.com)

# Exhibit B to Staff Report

## SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT

THIS AGREEMENT is entered into between, RiverSage Ridgway, LLC, a Colorado Limited Liability Company, Grantor (hereinafter sometimes referred to a Subdivider) and the Town of Ridgway, Colorado, (hereinafter sometimes referred to as Town) pursuant to the Subdivision Regulations of the Town.

### WITNESSETH:

The Subdivider agrees that in consideration of receiving final plat approval from the Town for the Subdivision known as RiverSage P.U.D. Filing No. 2 as follows:

1. The Subdivider agrees to cause the below listed improvements to be constructed and completed in accordance with the preliminary and final plats and other plans and documents, as approved by the Town, and in accordance with the applicable design and construction standards of the Town's Subdivision Regulations, including the Town's Road Specifications, all as modified by Preliminary Plat approval, and shall cause such improvements to be completed by the date specified below. Power, gas, water and telephone facilities shall be constructed in compliance with the requirements of the affected public utility and Town specifications. "As built" plans and drawings along with TCWCD acceptance shall be submitted for the Water System upon completion. All improvements shall be designed and constructed in accordance with good engineering practices.

Improvements	Completion Date
Chester Court – repair any damage to the road from winter, install final lift of $\frac{3}{4}$ " road base, test for compaction and modify as needed, shape shoulders	June 1, 2020
Complete cul-de-sac at end of RiverSage Drive	June 1, 2020
Phone/internet lines to be run through the conduit and pedestals installed	June 1, 2020
Drainage – finish shoulders of the road and the drainage channels along lots 15 and 16	June 1, 2020
Remove debris piles, remove dirt pile at end of cul-de-sac, overall cleanup	June 1, 2020
Revegetation of disturbed property	June 1, 2020
As built drawings	June 1, 2020
<b>Total Cost</b>	<b>\$108,000</b>

2. As security to guarantee the proper construction and acceptance of the above public and private improvements by the completion date specified, Subdivider hereby grants, bargains and conveys to the Town a lien, prior to all mortgages, deeds of trust, liens and

encumbrances other than the lien for general ad valorem taxes upon the following described property situated in Town of Ridgway, Ouray County, Colorado:

Lot 15, RiverSage P.U.D., Filing No. 2.

Such lien may be foreclosed in any lawful manner as a mortgage or otherwise, and the Town shall be entitled to recover all its costs and reasonable attorney's fees, if such improvements are not installed, constructed and accepted, as required. The Town may also enforce compliance by certifying the costs estimated to complete the improvements together with costs of collection including attorney's fees, to the County Treasurer, as a delinquent water, sewer or other charge, to be collected against the above described property similarly as taxes are collected.

3. Subdivider may obtain a partial release of the lien for any lot by paying the Town 150% of the cost to complete uncompleted improvements necessary to serve that lot, to be held in an escrow account. Funds in the account will be returned to the Grantor for those improvements completed when the improvements are approved by the Town; and a complete set of "as built" plans for water, and storm drainage improvements are delivered to the Town. Such funds may be used by the Town to complete improvements not completed as required by Town Subdivision Regulations or this Agreement. The Town Manager may approve an amendment to this agreement to switch the first lien to another lot upon a request to do so.
4. When Subdivider has completed any or all of the required improvements, Subdivider shall submit, when required, "as built" drawings and request the Town or affected utility to inspect such improvements for proper completion. If the Town or affected utility determines that the improvement or improvements have been completed in accordance with the requirements of this Agreement and the Town's Subdivision Regulations, it shall certify such, in writing, and the applicable portion of the security for the completed improvements may be released. Subdivider shall repair or replace any improvement which is defective or fails within 2 years of the Town's certificate of acceptance. Private improvements shall be properly maintained thereafter by the lot owners and owner's association.
5. This Agreement shall be binding upon the heirs, successors and assigns of the Subdivider or the Town, provided that Subdivider may not assign this Agreement without express written consent of the Town. This Agreement shall be a covenant running with the land as described above.
6. This Agreement may be enforced by the Town in any lawful manner, and the Town may compel the Subdivider to adhere to the agreement by an action for specific performance or an injunction in any court of competent jurisdiction. Subdivider understands that no water or sewer taps or building or occupancy permits shall be granted or issued and no sale of any lot may occur if Subdivider is in breach of any provision of this Agreement at any time.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

TOWN OF RIDGWAY, COLORADO

ATTEST:

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

RiverSage Ridgway, LLC

By \_\_\_\_\_  
Rick Weaver, Manager

STATE OF COLORADO   )  
  ) ss.  
COUNTY OF OURAY    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, Mayor and \_\_\_\_\_, Town Clerk of the Town of Ridgway, Colorado.

Witness my hand and official seal.  
My commission expires:

(SEAL)

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Address

STATE OF                    )  
                                  ) ss.  
COUNTY OF                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Rick Weaver, Manager of RiverSage Ridgway, LLC

Witness my hand and official seal.  
My commission expires:

(SEAL)

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Address





Official Use Only

Receipt #

Date Received: 11/4/19

Initials: SC

## Planning Commission Hearing Request

### General Information

Applicant Name

RIVER SAGE LLC (Rick Weaver)

Application Date

11/4/19

Mailing Address

810 B Tabernash Ln Ridgway 81432

Phone Number

970-275-8866

Email

Rweaver2401@gmail.com

Owner Name

Rick Weaver

Phone Number

"

Email

"

Address of Property for Hearing

RIVER SAGE PUD 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  
☐ Other \_\_\_\_\_

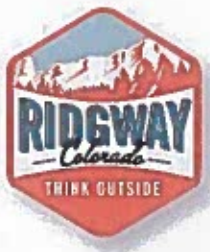
### Brief Description of Requested Action

Final Plat Hearing for RIVER SAGE Phase 2 (FINAL)

### 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). *ON FILE from Perm. App*
- ☒ 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. *NARRATIVE INCLUDED*

### 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. *Plot coming from Del Norte*
- ☐ Sketch plan submittals shall be submitted at least 21 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.
- ☐ Preliminary plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.
- ☐ Final plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.

Please note that incomplete applications will be rejected.

*[Signature]*

Applicant Signature

*11/4/19*  
Date

*[Signature]*

Owner Signature

*11/4/19*  
Date



# **RIVERSAGE SUBDIVISION PHASE 2 PROJECT NARRATIVE**

November 5, 2019

## **OVERVIEW**

This revised narrative is prepared by RiverSage LLC for the Town of Ridgway for the Final Plat Planning Commission Hearing scheduled for December 5, 2019. It is accompanied by the the RiverSage PUD Phase 2 Final Plat submitted by Del-Mont Consultants. It is our goal to obtain Final Plat Approval at the December 11 Town Council hearing.

## **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. (ADUs will be permissible in accordance with Town regulations). After Phase 2, no additional homesites will be developed, and, as indicated on the Plat, the land originally set aside for Phase 3 (approx. 20+ acres) will now be donated to the Town as an extension of the Dennis Weaver Memorial Park.

Access to each Lot will be from Chester Court, with street numbers yet to be determined. At the hearing, I will want to confirm how and when this will be done — the 8 Phase 2 mailboxes have been installed next to those for Phase 1, and I am currently in possession of the keys.

UTILITIES — Tri-County water, SMPA, Black Hills Energy, and Century Link/Deeply Digital will serve the 8 Phase 2 homes.

DALLAS MEADOWS WATER/WELL ACCESS EASEMENT: The previously considered easement through the new section of park for DM has been eliminated — the DMHOA received, and the Town was copied on, the Notice of Termination of their license — there has been no negative feedback from them, and the Town Attorney has indicated that RiverSage did what was legally required in regards to this issue.

LOT CORNER PINS: As per the Town request, pins on Phase 2 lot corners have been placed. Del-Mont is concerned that some may be uprooted in the road completion process — if so, the pins will be put back as soon as it's practical and safe.

LOTS 15 & 16: FYI - Because the sagebrush was so thick and impassable on foot on Lots 15 and 16, we had it cleared on the 2 building envelopes so a potential buyer could actually walk out to his planned home site and get the correct look at the south-facing view. (No trees were removed, there weren't any). When the cul-de-sac at the end of RiverSage Dr. is finished, any leftover dirt from the large pile out there, instead of being hauled off to a different location, will be transferred to and graded out on the 2 building sites, and the loop trail at the southwest corner of the DWMP will be properly completed to look like a trail again.

THE FOLLOWING ISSUES AND DOCUMENTATION WERE DEALT WITH IN THE PREVIOUS NARRATIVE SUBMITTED WHEN THE PRELIMINARY PLAT WAS CONSIDERED AND APPROVED THIS SUMMER (Only the Sketch Plan has changed - no DM easement)

- RiverSage Legal Ownership
- Water Sewage Consumption
- Sidewalks, curbs, lights, paving
- Drainage
- Soils Report
- CDOT Access Permit
- Stormwater Permit
- Weed Abatement Plan
- Landscaping Requirements
- Mineral Rights
- Sketch Plan
- CCRs
- Design Guidelines
- Plat Notes
- HOA Bylaws

## SUBDIVISION IMPROVEMENTS AGREEMENT

I understand that the Town will create a revised SIA that will include the required submission of the AS-BUILTS (by Del-Mont) upon the completion of infrastructure. In addition, RiverSage plans to revegetate in the spring as necessary with indigenous grasses alongside the new road.

QUESTION: Due to unforeseen construction issues and unpredictable weather, I am concerned that infrastructure will not be fully completed by the PC hearing on December 5. So I'm wondering if any part of unfinished construction can be added to the SIA? (Such as the completion of the cul-de-sac at the end of RiverSage Drive, and the installation of the Stop/Street sign at the intersection of RS Dr. and Chester Ct). These 2 items are scheduled for the end of construction, but if there are any others you can suggest I would appreciate it.

For what it's worth, RiverSage has 3 Lots currently under contract, for which escrow is scheduled to close on January 9 & 10. But if Final Plat approval is delayed until the January 8 Council meeting, these dates will have to be pushed back. Not an impossibility, but I would certainly prefer not to have to do this and jeopardize the sales.

Thank you for your consideration. If there are any questions prior to the December 5 Planning Commission hearing, please let me know.

Rick Weaver  
RiverSage Phase 2 Project Manager  
970-275-8866  
[rweaver2401@gmail.com](mailto:rweaver2401@gmail.com)

# RIVERSAGE P.U.D.

## FILING NO. 2

### 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 and RIVERSAGE DRIVE, 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.

The two tracts of land, namely Open Space Tract No. 7 and Open Space Tract No. 10, are hereby dedicated to the Riversage Homeowners Association, Inc. and shall be subject to the restrictions as set out hereon.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_.

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

STATE OF COLORADO }  
COUNTY OF OURAY } ss.

The foregoing Certificate of Ownership and Dedication was acknowledged before me this

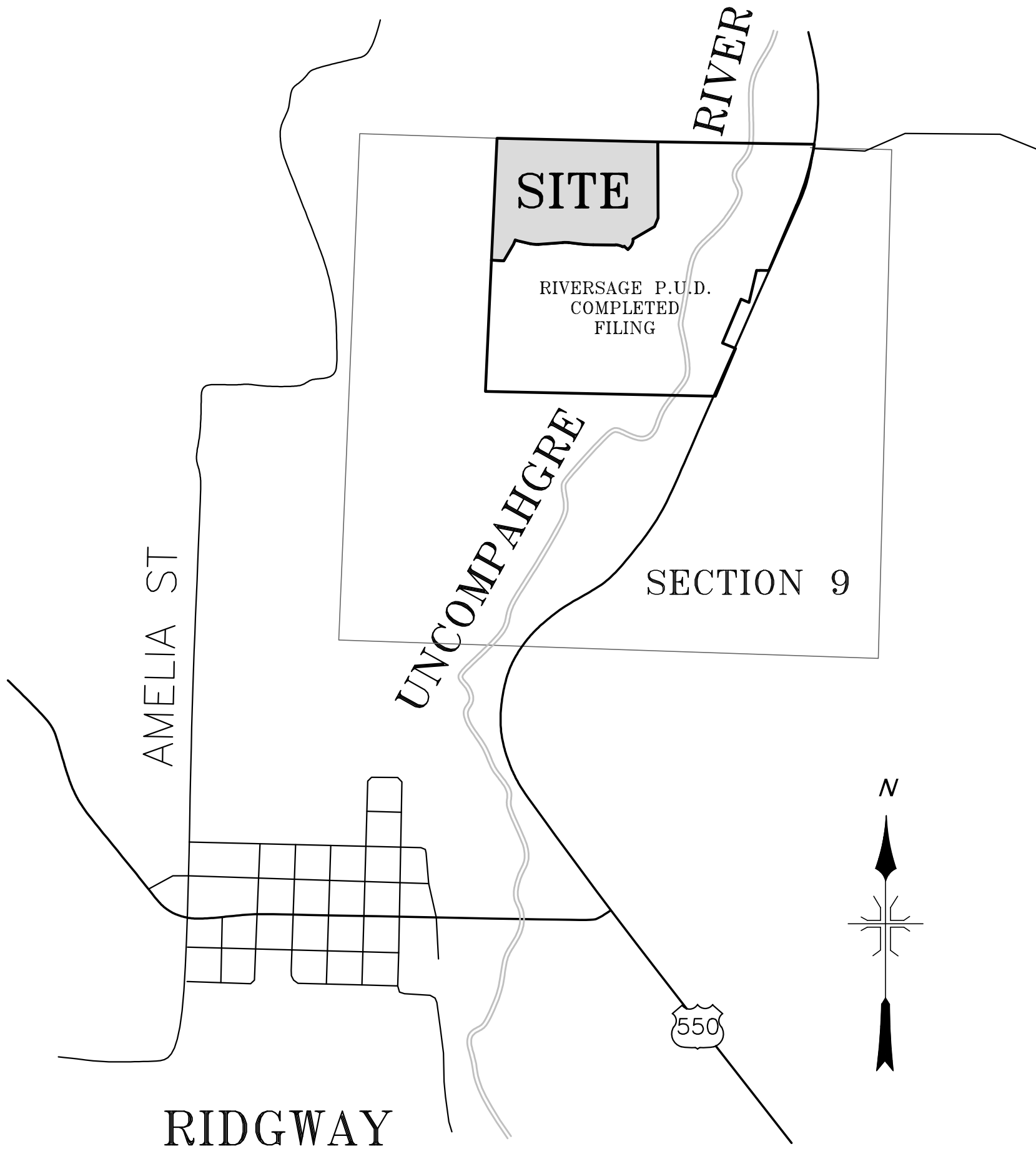
\_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_.

by \_\_\_\_\_,

Witness my hand and official seal.

My Commission expires \_\_\_\_\_ Notary Public \_\_\_\_\_

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  
FINAL PLAT



### 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, Nicholas Barrett, a Registered Engineer in the State of Colorado, do certify that the streets, the water distribution system, fire protection system and the storm drainage system for this subdivision are properly designed, meet the Town of Ridgway specifications, and are adequate to serve the Subdivision shown hereon.

Date: \_\_\_\_\_  
Nicholas Barrett  
P.E. 42106

### 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  
P.L.S. 38037

Date

### 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

### UNITS STATEMENT:

The lineal units used on this plat is U.S. Survey Feet.

### 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 3½" ALUMINUM CAP (LS 16840) at the N1/4 corner of said Section 9 bears S88°01'49"E. (ASSUMED)

### 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 \_\_\_\_\_

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.

<b>DMC</b> DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 1125 Colorado Ave. • Montrose, CO 81401 • (970) 245-2251 • (970) 245-2342 FAX www.del-mont.com • service@del-mont.com			TITLE: <b>FINAL PLAT</b> RIVERSAGE P.U.D.	
			CLIENT: <b>RICK WEAVER</b>	
			ADDRESS & PHONE:	
FIELD BOOK: <b>771</b>	DRAWN BY: <b>MGW</b>	DATE: <b>2019-10-29</b>		
SHEET: <b>1 of 4</b>	FILE: <b>18167V_PLAT-F2</b>	JOB NO.: <b>18167</b>	TYPE: <b>FINAL PLAT</b>	

# RIVERSAGE P.U.D. - FILING NO. 2

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  
FINAL 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.

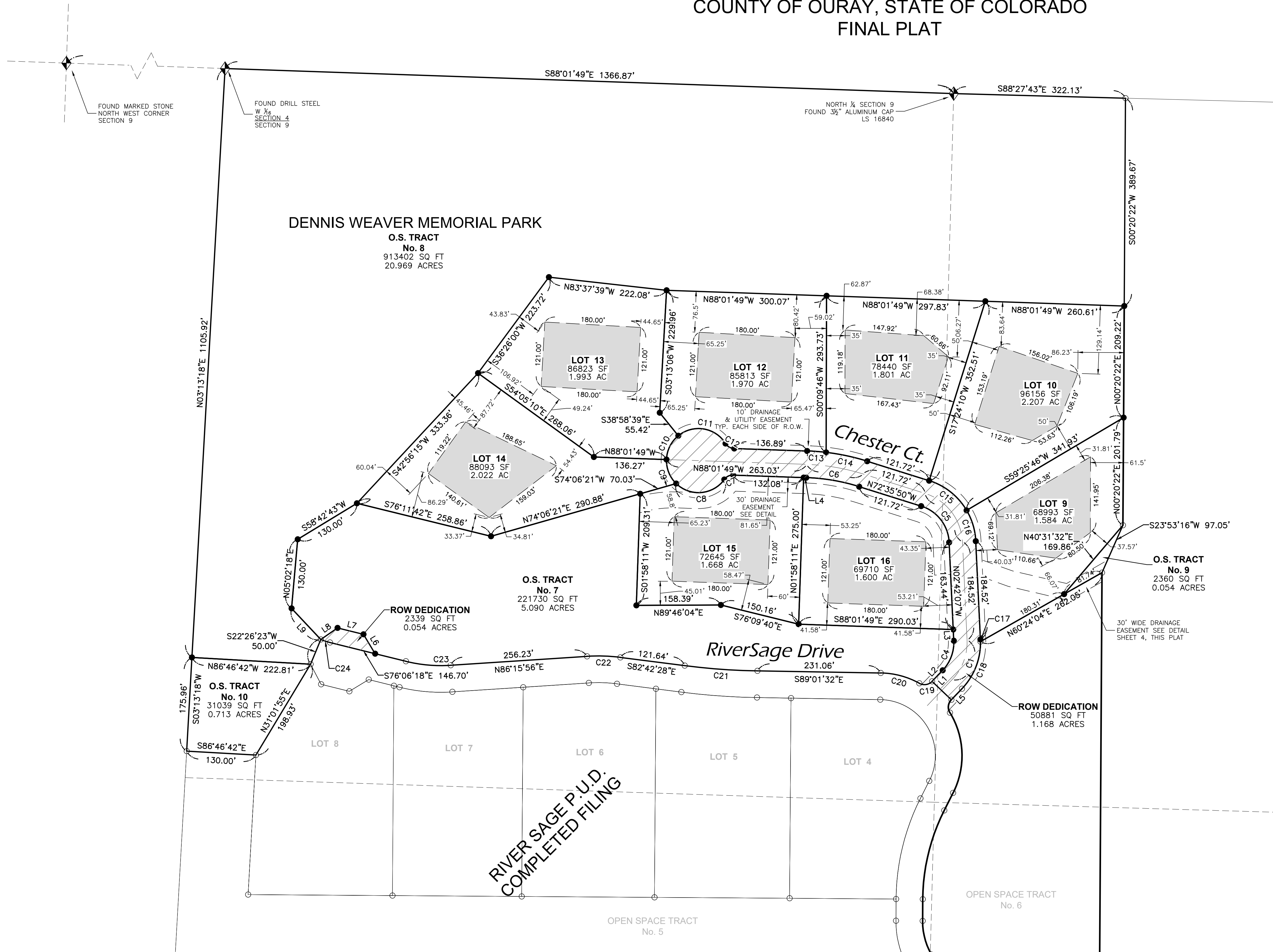
NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

TITLE		FINAL PLAT RIVERSAGE P.U.D.	
CLIENT		RICK WEAVER	
ADDRESS & PHONE			
FIELD BOOK	771	DATE	2019-10-29
DRWING	MGW	FILE	18167V_PLAT-F2
SHEET	2 of 4	JOB NO.	18167
TYPE		FINAL PLAT	



# RIVERSAGE P.U.D. - FILING NO. 2

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  
FINAL 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'

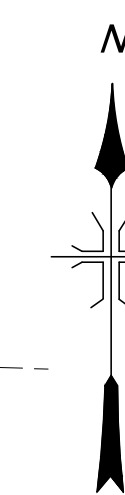
PARCEL CURVE DATA					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C4	60.88'	75.00'	46°30'39"	S20°33'13"W	59.22'
C5	91.49'	75.00'	69°53'44"	S37°38'58"E	85.92'
C6	101.01'	375.00'	15°25'59"	S80°18'50"E	100.70'
C7	19.47'	20.00'	55°46'16"	N64°05'03"E	18.71'
C8	102.65'	60.00'	98°01'29"	N85°12'39"E	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

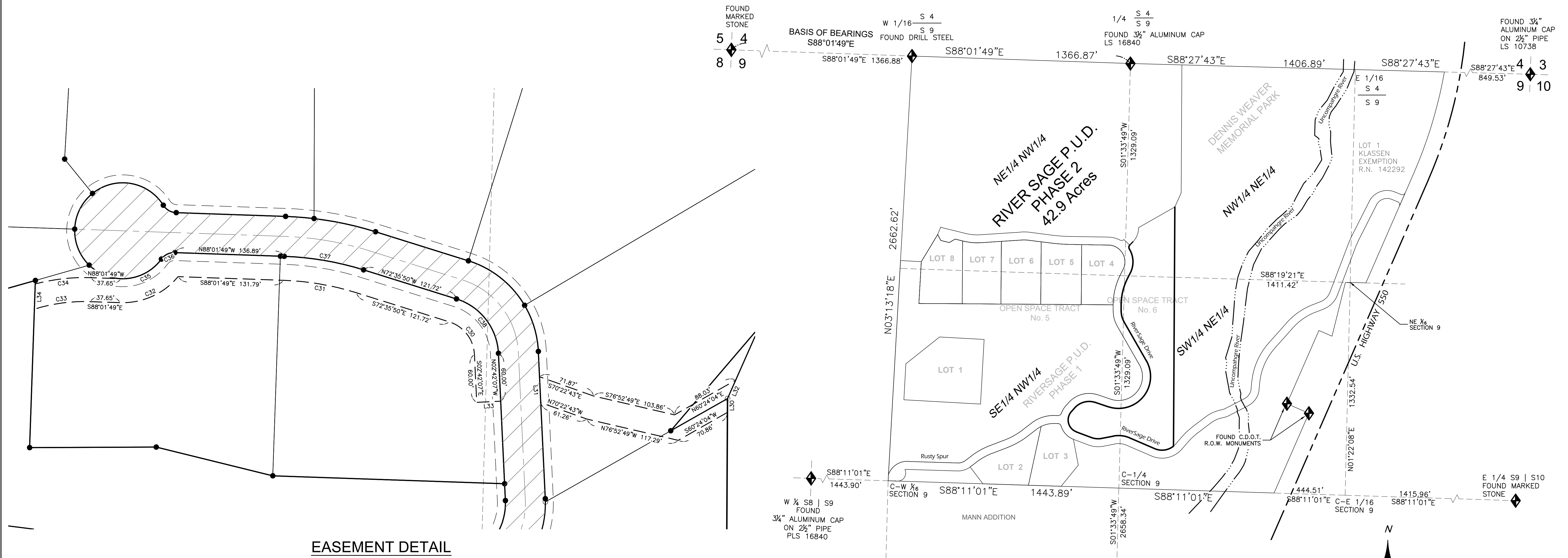


NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

<b>DMC</b> DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. • Durango, CO 81301 • (970) 248-2251 • (970) 248-2242 FAX www.del-mont.com • service@del-mont.com		TITLE	FINAL PLAT RIVERSAGE P.U.D.
		CLIENT	RICK WEAVER
FIELD BOOK: 771	DATE: 2019-10-29	ADDRESS & PHONE:	
SHET: 3 of 4	FILE: 18167V_PLAT-F2	JOB NO.:	18167
		TYPE:	FINAL PLAT

# RIVERSAGE P.U.D. - FILING NO. 2

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  
FINAL PLAT



EASEMENT DETAIL

CURVE DATA					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C30	54.90'	45.00'	069°53'44"	S37°38'58"E	51.55'
C31	92.93'	345.00'	015°25'59"	S80°18'50"E	92.65'
C32	82.20'	90.00'	052°19'48"	N65°48'17"E	79.37'
C33	70.68'	210.00'	019°17'01"	N82°19'40"E	70.35'
C34	70.35'	240.00'	016°47'46"	S83°34'18"W	70.10'
C35	58.40'	60.00'	055°46'16"	S64°05'03"W	56.12'
C36	19.47'	20.00'	055°46'16"	S64°05'03"W	18.71'
C37	101.01'	375.00'	015°25'59"	N80°18'50"W	100.70'
C38	91.49'	75.00'	069°53'44"	N37°38'58"W	85.92'

EASEMENT LINE AND  
CURVE TABLES

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



The Lineal Unit used on this plat is U.S. Survey Feet

NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

DMC		DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 132 Colorado Ave. • Durango, CO 81301 • (970) 246-2251 • (970) 246-2242 FAX www.del-mont.com • service@del-mont.com	
FIELD BOOK: 771	DRAWN BY: MGW	DATE: 2019-10-29	TITLE: FINAL PLAT RIVERSAGE P.U.D.
SHEET: 4 of 4	FILE: 18167V_PLAT-F2	JOB NO.: 18167	CLIENT: RICK WEAVER
			ADDRESS & PHONE: FINAL PLAT

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

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

**ARTICLE I**  
**OFFICES**

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

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

**ARTICLE II**  
**MEMBERSHIPS**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE III EXECUTIVE BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

## **ARTICLE IV OFFICERS**

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

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

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

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

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

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

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

## ARTICLE V CONTRACTS, CONVEYANCE, CHECKS AND MISCELLANEOUS

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

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

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

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

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

E. Seal. There shall be no corporate seal.

## **ARTICLE VI RIGHTS AND OBLIGATIONS OF THE ASSOCIATION AND THE MEMBERS**

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

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

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

Community.

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

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

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



assessments, special assessments or dues;

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

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

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

## ARTICLE VII INDEMNIFICATION

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

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

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

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

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

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

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

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

## **ARTICLE VIII RECORDS**

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

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

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

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

**ARTICLE IX  
AMENDMENTS**

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

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

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

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

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

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

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

RECITALS

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

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

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

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

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

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

## ARTICLE I DEFINITIONS

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

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

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

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



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

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

## ARTICLE II SUBMISSION OF REAL ESTATE AND DESCRIPTION

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

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

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

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

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

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

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

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

### ARTICLE III RIVERSAGE HOMEOWNERS ASSOCIATION

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

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

**Section 3.03 Specific Powers.**

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

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

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

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

employees, independent contractors and agents other than managing agents.

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

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

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

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

**Section 3.06 Declarant Control.**

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE IV LOTS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

**Section 4.01 Number of Lots**

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

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

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

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

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

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

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

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

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

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

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

Section 4.06 Common Elements.

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

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



and replacement of any Common Element.

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

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

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

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

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

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

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

## ARTICLE V ALLOCATED INTERESTS

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

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

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

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

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

## ARTICLE VI ASSESSMENTS and FEES

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

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

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

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

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

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

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

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

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

or any seller after Declarant, each Owner shall contribute to the working fund and reserves of the Association an amount equal to one-twelfth (1/12) of the Annual Assessment determined by the Executive Board for that Lot for the year in which the Owner acquired title. Such payments shall not be considered advance payments of Annual Assessments and such payments shall not relieve an Owner from making regular payments of assessments as the same become due. The working fund deposit made by an Owner shall be returned to each Owner including Declarant upon the sale of his Lot, provided that the new purchaser of the Lot has deposited the required working fund deposit with the Association. The working capital fund must be maintained by the Association in a segregated account, and may not be used by the Declarant to defray any of its expenses, reserve contributions, or construction costs, nor to make up any budget deficits during the period of Declarant control. This working fund account may be updated annually as of December 31<sup>st</sup> 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 recording in the office of the Clerk and Recorder of Ouray County, State of Colorado, of a certificate, setting forth the amendment or repeal in full.

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

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

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

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

different address for said party.

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

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

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

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

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

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

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

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

RiverSage Ridgway, LLC,  
a Colorado limited liability company

By: *Richard Weaver*  
Richard Weaver, Manager

STATE OF COLORADO )  
COUNTY OF MINNIE ) ss.

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

Witness my hand and official seal.

My commission expires 5-25-2010

(SEAL)



Notary Public

5-25-2010



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

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

**-RECITALS-**

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

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

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

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

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

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

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

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

Except as amended herein the Declaration shall remain unchanged.

Executed this 4<sup>th</sup> 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 4<sup>th</sup> 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

## WEED MANAGEMENT PLAN

Return to: Ouray County Weed Department P.O. Box 456 Ridgway, CO 81432

Project Name RIVERSABE PHASE II  
Applicant's Name RICK WEAVER Phone \_\_\_\_\_  
Mailing Address P.O. BOX 557  
RIDGWAY, CO 81432  
Project Location (Road Name) RIVERSABE / CHESTER CT.  
Section/Township/Range \_\_\_\_\_  
Size of Project (Acres) \_\_\_\_\_ Approximate Number of Acres Under Irrigation 2

SUBDIVISIONS ONLY:

HAS THE COLORADO NOXIOUS WEED ACT (CRS 35-5.5-101) AND WEED MANAGEMENT REQUIREMENTS BEEN DISCLOSED TO POTENTIAL BUYERS?

IN COVENANTS? ☐ YES ☐ NO

NOTED ON PLAT? ☐ YES ☐ NO

**WEED SURVEY:** This Section to be completed by the Ouray County Weed Department or designated professional.

Person completing weed survey:

(print)

RAW MABRY

**MANDATORY NOXIOUS WEEDS TO BE MANAGED:** Leafy Spurge, Russian Knapweed, Spotted Knapweed, Diffused Knapweed, Meadow Knapweed, Burdock, Hoary Cress, Yellow Toad Flax, Purple Loosestrife, Houndstongue, Yellow Starthistle, Musk Thistle, Plumeless Thistle, Scotch Thistle, Bull Thistle, Jointed Goatgrass, Canada Thistle, Oxeye Daisy, Absinth Wormwood, Chinese Clematis.

Perennial Weeds NONE

Biennial Weeds NONE

Annual Weeds NONE

IS MANAGEMENT RECOMMENDED?



YES



NO

☐ NO NOXIOUS WEEDS WERE DISCOVERED AT THIS TIME. MONITORING IS RECOMMENDED.

SIGNATURE

Raw Mabry

DATE

8-9-19

WEED MANAGEMENT SECTION: To be completed by Applicant/ Land Owner or Land Manager.

WEED MANAGEMENT PLAN

MONITOR DISTURBED AREAS FOR  
NOXIOUS WEEDS-

REVEGETATION PLAN

RESEED WITH A NATIVE GRASS  
SEED MIX-

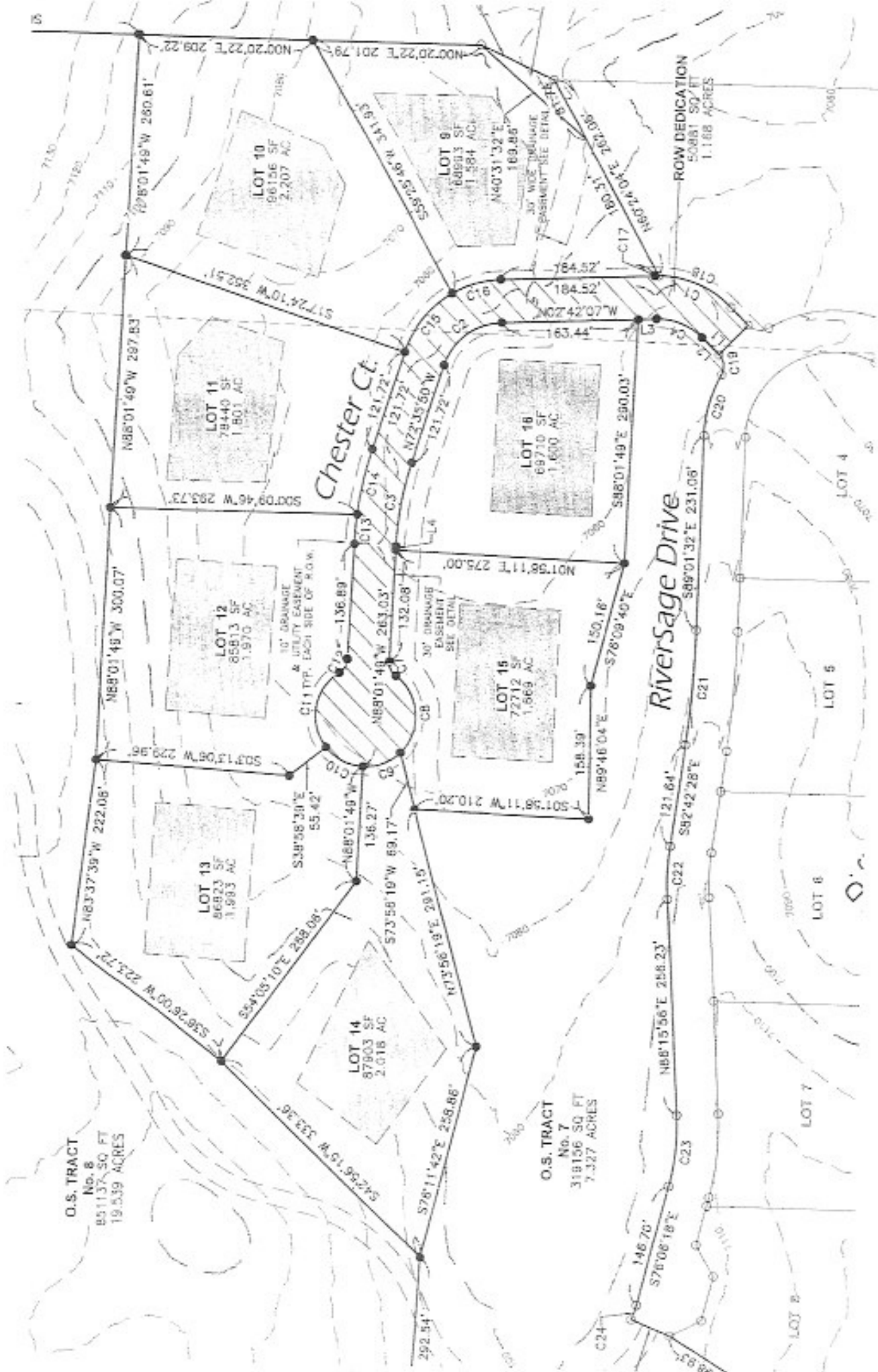
Add additional sheets as necessary

OURAY COUNTY WEED OFFICE USE ONLY. DO NOT WRITE IN SPACE BELOW.

WEED DEPARTMENT USE ONLY. WILL PLAN EFFECTIVELY CONTAIN WEEDS AND KEEP THEM FROM SPREADING? \_\_\_\_\_

RECOMMENDATIONS:

MONITOR DISTURBED AREAS



**RIVERSAGE LLC**  
P.O. BOX 557 - Ridgway, CO 81432  
[rweaver2401@gmail.com](mailto:rweaver2401@gmail.com)  
970-275-8866

**LICENSE TERMINATION NOTICE**

June 19, 2019

TO: Dallas Meadows Community Association (DMCA - Licensee)  
FROM: RiverSage LLC (RSLLC - Licensor)  
RE: DMCA - RSLLC License Agreement dated October 24, 2013

Pursuant to the above referenced License Agreement - **PARAGRAPH 12: Termination** - please regard this as your written notice of our decision, for reasons previously discussed, to Terminate it on September 11, 2019.

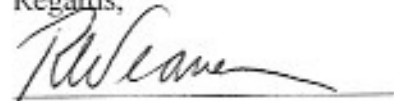
This is the earliest date on which the RiverSage Phase 2 Final Plat could be approved by the Ridgway Town Council - at which time the open space acreage along the north end of RiverSage will be legally deeded to the Town as an expansion of the Dennis Weaver Memorial Park, through which your current license to access your water system via RiverSage will no longer will be viable.

The September 11 termination date leaves you with more than 2 1/2 months to deal with your water access. If the Final Plat is not approved on September 11, the license will terminate on October 9, 2019, the date of the following Town Council meeting.

Once the Town has been deeded the land in question, any future exploration of an easement through the Dennis Weaver Memorial Park would need to be negotiated between DMCA and the Town, but RSLLC and the RiverSage HOA would hope you can ultimately solve your water maintenance issue from your side of the hill.

Good luck with that — my offers of extra dirt, if any, and contracting road-grading equipment while the machines are still in Ridgway still stand.

Regards,



Rick Weaver  
Project Manager  
RiverSage LLC

## **RIVERSAGE PUD FINAL PHASE UPDATE**

### **January 2, 2020**

Shay,

Here is where we are today, so you can complete your staff report.

- 1) Land Title has the Final Plat and is waiting for your review in order to do theirs.
- 2) The street sign pole is being installed today and the signs will be attached later today or tomorrow.
- 3) UTILITIES: The water and gas were completed earlier and SMPA completed the electric today. The phone conduits are in but the installation of the pedestals and connection under the road to the original line are a work in progress. Deeply Digital said today that the pedestals will be installed by Century Link at their discretion, and that they will likely want to wait for better conditions to install them. Since there will not be a home under construction for several months at the earliest, I am not concerned about the timing of this, and for the record, the original plan, which the town ok'd, did not even include a phone line. For these reasons I am requesting that if necessary, the completion of the phone line be included in the SIA.
- 4) Drainage channel along Lots 15 and 16. Western Gravel is chipping away at it, but conditions are not conducive to completing this by Tuesday (frozen & wet ground, snow, etc), but they will finish this as soon as conditions improve. Note that the water does now drain into the culvert. Also, should either of the 2 lots affected go under contract in the very near future (which I doubt) I will insert a clause that says that no escrow can close until the drainage channel has been properly completed, and for these reasons I am requesting that this also be included in the SIA if necessary.



- 5) Finishing the road and the RiverSage Dr. cul-de-sac (in spring when the snow melts): This has been addressed between Western Gravel and Joanne Fagan, and you have a copy of the letter that was written. I assume this work needs to be included in the SIA.
- 6) Clean up: done as part of the road and cul-de-sac completion — though Western Gravel will try to remove the pile of sage debris from Lot 15 as soon as possible. The damaged silt fence will be replaced with a new one, and the large mound of dirt behind the cul-de-sac will be transferred to lots 15 and 16, graded out and compacted to elevate the building sites for better views.
- 7) Asbuilts: Coming from Del-Mont when work is finished, we have already planned for this to be included in the SIA
- 8) Cost of remaining work, security, and completion date: An exact figure will have to come from Drew if necessary. But I have already paid 60% of the total, which leaves, based on their estimate, a balance of \$108,000, so the cost cannot be more than that and is probably much less. As security for the SIA I will put up Lot 15, on the market for \$249,000, so the cost of the remaining work should not be a concern. As for the completion date, the final road work and cleanup will likely be finished in April after the snowmelt. But since I will be out of town that entire month and will want to approve everything when I return on May 1, I would agree it is prudent to allow a little extra time and set a completion deadline for the end of May, if that is acceptable.

If I hear anything else prior to Tuesday I'll let you know. Thanks again for helping us to get us a good outcome next week. Judy Devincenis, owner of Western Gravel, will attend the Tuesday PC hearing, answer any questions about and guarantee completion of all the unfinished work. Our closings for the 4 pre-sold lots are January 24, and I hope we can meet those dates.

Regards,

Rick



**To:** Ridgway Planning Commission  
**From:** Shay Coburn, Town Planner  
**Date:** January 7, 2020  
**Re:** Master Plan Implementation: Land Use Code Updates Phase 1, Housing

---

### Background

During the 2018-2019 master planning process, and long before, the community identified housing as a major priority. As a result, the [Master Plan](#) contains many action items to help address the need for workforce housing and housing options, multiple of which are updates to our Municipal Code. On August 27, 2019 the Planning Commission was presented a summary of code updates recommended by the Master Plan and chose to prioritize the items that address housing. Following the Planning Commission discussion, the Town Council approved moving forward with code updates targeted toward housing on the September 11, 2019 regular meeting.

Clarion Associates, our lead Master Plan consultant, was hired to help inform these code updates. The general goal is to help reduce the cost of housing in our community through allowing more housing types and considering higher density residential uses throughout town and future annexations.

### Summary of Updates

The attached documents show the updates to the code in track changes. This means that deleted text is shown as ~~strikeout~~ and new text is shown with an underline. All changes from our current regulations are in **purple**. Please note that formatting was updated in this document so some edits that are shown are simply due to formatting updates. Also, some edits were made for clarity.

A summary of the proposed updates to the Zoning Regulations (RMC 7-3) include:

1. Defining more dwelling types and clarifying other definitions related to housing.
2. Refining the residential zoning districts to allow for additional dwelling types by-right or as a conditional use.
3. Adding a new Mixed Residential district that allows for higher densities of housing. *Note that this new district was drafted based on discussions had by the Planning Commission with the public mostly in 2016. At that time the Commission was considering adding two higher density residential units to our code and this was put on hold while we went through the master planning process to be sure we better understood what the community wanted.*
4. Removing lower density housing types, like single family detached and duplexes, from the more commercial based districts.
5. Refining the dimensional standards to allow for smaller lots, less lot width, higher lot coverage, and slightly smaller setbacks; including dimensional standards for the new district.
6. Reducing parking requirements.
7. Fine-tuning the regulations for accessory dwelling units (ADUs).
8. Adding clarity around the Mobile Home Overlay and manufactured homes.



Changes to the Single Family Home Design Standards (RMC 6-6) include:

1. Making this section applicable to all residential development.
2. Removing the minimum 21' by 24' building footprint, basically removing a minimum size for a dwelling.
3. Removing the restriction for only 2 non site-built homes to be on a block.
4. Adding clarity around mobile/manufactured housing.
5. Refining the architectural standards.
6. Adding a new criterion for a deviation – for affordable/workforce housing.

As you review the proposed code updates, note that this current effort is simply focused on updates that address housing. The Town has budgeted for additional code updates in 2020 which will likely cover administrative flexibility and the subdivision regulations. Also, while these code updates have been in the works for quite some time, the actual wording and numbers are somewhat new. During this review, staff would like to first discuss the big picture (i.e.: Are there other types of dwellings we want to define and include? Are there additional edits needed to address housing?) before we get too depth on the exact numbers and wording. The Town will host a workshop with the Commission, Town Council, and the public on February 10<sup>th</sup> to discuss and refine these code updates. After the workshop, the code updates will be brought back to the Planning Commission to make a recommendation to Town Council.

## CHAPTER 6

## SECTION 6

**Single Family Home Residential Design Standards****Subsections:**

- 6-6-1 Legislative Declaration.
- 6-6-2 Applicability.
- 6-6-3 Exceptions.
- 6-6-4 Development Standards.
- 6-6-5 Architectural Standards.
- 6-6-6 Deviations.
- 6-6-7 Enforcement and Administration.

**6-6-1 LEGISLATIVE DECLARATION.**

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

**6-6-2 APPLICABILITY.<sup>1</sup>**

(A) Unless otherwise excepted, the regulations set out in this Section 6-6 shall apply to ~~all newly constructed or installed single family residences;~~

(1) Construction of any residential building, including without limitation construction of Single Family, Duplex, Triplex, Fourplex, Cluster Housing, Co-Housing, Multiple Family structures, and ~~Subsection 6-6-3(K)~~ shall apply to Accessory Dwelling Units;

(2) New residential subdivisions;

---

<sup>1</sup> Proposed changes are intended to broaden the applicability of the standards to apply to all residential development, rather than just single family detached as is implied in the Legislative Declaration. While some communities develop detailed design standards for specific types of residential development (e.g., single family detached, townhomes, multifamily), as drafted, Ridgway's existing standards provide a reasonable level of guidance on the key issues that would typically be addressed.

~~(3) Major additions, in addition to other applicable ordinances and regulations. Provided, however, these regulations shall not be applicable to mobile homes, as defined in Subsection 6-3-1(A), placed within designated mobile home overlay districts, or on spaces within or renovations to an existing residential structure;<sup>2</sup>~~

~~(4) Structures that contain only residential uses that are included as part of a licensed mobile home park, except as specifically applied mixed use development.~~

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

### 6-6-3 EXCEPTIONS.

(A) These regulations shall not be applicable to manufactured homes, as defined in Subsection 7-3-2 and subject to supplemental standards in Subsection 7-3-17(K).

### 6-6-4 DEVELOPMENT STANDARDS.<sup>3</sup>

~~(C)~~ (A) Foundations:

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

(1) ???<sup>4</sup>

(a) The foundation must enclose the space beneath the perimeter of the structure. Foundations may be constructed of masonry or concrete. \_\_\_\_\_

~~\_\_\_\_\_ (Ord 1 2000)~~

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

~~(Ord 1 2000).~~ \_\_\_\_\_

(c) ~~\_\_\_\_\_ (e)~~ All foundations and interior supports shall be poured on undisturbed or compacted soil. \_\_\_\_\_

~~\_\_\_\_\_ (Ord 1 2000)~~

(2) All portions of foundations that are above the adjacent finished grade by more than 6 inches shall be finished using the same siding materials as the dwelling or complementary materials

2 Most communities establish reasonable thresholds for the application of standards to additions. A definition has been added to 7-3-2 for this purpose.

3 The current requirement that the shape of the building footprint be able to contain a 21 ft. x. 24 ft. square was deleted to allow builders and developers greater flexibility to adapt building footprints to fit different sized lots, rather than meeting an arbitrary set of dimensions. Residential structures less than 12 ft. wide are defined as Mobile Homes and still only permitted in limited locations.

4 The Town Clerk is confirming the numbering of this section.

such as stucco, stone or brick. Cosmetically equivalent split faced block or other block with design finish or other materials may be allowed with prior approval of the Town.

- (3) Unfinished masonry blocks, plywood, other materials or earth backfill that exceeds a grade of 2 foot horizontal for each 1 foot of raise are not ~~acceptable~~permitted.
- (4) Exceptions to the above standards may be allowed where foundations must be stepped to address a slope in the natural grade of the site. However, such deviations to these standards shall be kept to the minimum required to address the specific site condition.

~~(D)~~(B) Exterior Siding:

- (1) Exterior siding shall be made of non-reflective metal or vinyl lap, wood, simulated wood grain products, painted or colored stucco, brick, stone, or any combination of these materials, or other cosmetically equivalent materials with prior approval of the Town.
- (2) Materials intended to be painted or finished in any manner, such as wood products or stucco, shall not be acceptable until painted or finished.

~~(E)~~(C) Roof Structure.

- (1) Repealed by Ordinance 3-2002
- (2) All sloped roofs, including roofs over deck areas, covered porches, entryways, and the like, shall have a minimum pitch of 3 feet of rise for each 12 foot of horizontal distance.
- (3) Sloped roofs must have an overhang at the eaves and gable ends of not less than 12 inches excluding rain gutters measured from the vertical side of the dwelling. This required overhang shall not apply to areas over porches, alcoves and other appendages, which together do not exceed 25% of the length of the ~~dwelling~~façade on which they are located. Flatter roofs are permitted only if contained within a parapet that is higher than the adjacent roof.

~~(4) Mansard roofs and~~ A-frame designs are not permitted; ~~provided, however, mansard.~~

~~(4)~~(5) Mansard roofs are only permitted if the base of the roof is above the second story of the structure.

~~(F)~~(D) Repealed by Ordinance 10-2003

~~(E)~~ ~~Minimum Width:~~

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

## Ridgway Municipal Code

6-6-4

~~rectangle within the perimeter, exclusive of any attached garage.~~

### ~~(G)~~(E) Sidewalks:

— Sidewalks shall be installed in accordance with Town specifications along the adjoining street frontages prior to issuance of a Certificate of Occupancy unless the Town allows execution of a recordable covenant to participate in an assessment district, in cases where immediate construction is not practical.

### ~~(H)~~(F) Mechanical Equipment:

- (1) Propane storage tanks shall not be placed in the front or street side yard unless placed underground. Propane tank placement must also meet applicable code requirements, which in most cases require that the tank be no less than ten feet from any property line and ten feet from any building.
- (2) Swamp coolers, AC units, heat pumps and other mechanical equipment shall not be placed in the front yard. When placed in the street side yard, mechanical equipment should be screened from view from the street using landscaping, walls or fences which are complimentary to the building design.

### ~~(H)~~(G) Street Address Number:

Each residence shall display the street address number in a location that is easily visible from the street in letters not less than 4 inches nor more than 8 inches in height.

### ~~(H)~~(H) Landscaping:

— In addition to the requirements of Subsection 6-1-11, the site shall be landscaped to meet the following minimum standards:

~~(H)~~(1) Trees: A minimum of one tree per 2000 square feet of gross lot area shall be provided in all zones except Historic Business. Trees shall have a minimum caliper of 1 1/2 inch for deciduous trees and a five foot minimum height for evergreens.

~~(H)~~(2) In residential zoning districts, trees and shrubs may be placed in any landscape configuration and arranged to compliment the structure. However, of the required trees, a minimum of one tree shall be located in the front yard for each 25 foot of street and on corner lots, one tree shall be located in the street side yard for each 50 foot of street side yard frontage. Landscape elements shall not be located where, at mature size, they will block vehicular sight lines at corners or to public roadways. Where possible, trees should be located in such a way, or be a type, that they will not infringe on solar access and view of the adjoining properties.



~~(H)~~(3) Shrubs: The front and street side yard shall include a minimum of one shrub (5 gallon size) per 10 feet of front and side street frontage.

~~(2)~~(4) In the case of fractional requirements for the number of trees and shrubs, the number required shall be rounded to the nearest whole number.

~~(3)~~(5) Groundcover: Groundcover must be adequate to ensure that dust cannot blow from the property and that the soil is stabilized to ensure that erosion is kept to a minimum. A minimum of 50% of the front and street side yard shall be covered with live vegetation. The remaining area can be vegetative materials, organic or inorganic mulch, flowerbeds, or other acceptable landscape material. River rock, stone or cobbles, if used, shall not exceed 10% of the front or street side yard area. (Driveway area of minimum length and width to provide access and parking shall not be included in the 10% calculation of stone or rock covered area).

~~(K)~~(I) Exterior Lighting:

In addition to the requirements of Section 6-5, all exterior lighting shall be directed downward and designed so as not to directly illuminate areas off the premises.

~~(L)~~(J) Additions to Existing or New Homes:

Any additions or exterior remodeling shall respect the architectural character, detailing, lines and proportions of the existing structure. Additions shall be so integrated into the existing structure that they are difficult to identify as being added and shall appear to have been a part of the original design of the structure. A "face lift" on the existing building may be used in accomplishing this result. Attached or detached garages, carports, patio covers or walls should be designed in the same architectural style as the main structure and be built of similar or compatible materials.

~~(L)~~ Development Density:<sup>5</sup>

~~(1) No more than two non-site built homes shall be located in the same block. Existing and new non-site built homes shall be counted towards the maximum of two per block.~~

~~(2) When more than two non-site built homes exist within the same block at the time of annexation or as of January 1, 2000, those existing non-site built homes shall be permitted to be replaced, if damaged too extensively for economical repairs, with another non-site built home, provided the replacement meets the requirements of this Subsection 6-6.~~

<sup>5</sup> This section is proposed to be deleted. We have defined factory built housing and manufactured housing to be clearer on what regulations apply to what kind of housing. Manufactured dwellings are mobile homes and subject to the overlay district and RMC 6-3. Factory building dwellings are treated just like site built dwellings and must meet the same regulations. Therefore, there is no need to limit factory built housing to 2 per block.

## Ridgway Municipal Code

6-6-5

~~(3) No two homes of substantially similar elevations shall be located adjacent to each other.~~

~~(M)(K)~~ Repealed by Ordinance 05-2004

~~(N)(L)~~ Repealed by Ordinance 05-2004

### 6-6-5 ARCHITECTURAL STANDARDS.

~~(O)(A)~~ The design of ~~each newly constructed or installed~~ all new residential ~~structure, development and major additions, and/or exterior remodeling~~ shall meet each of the following ~~four~~ architectural design objectives. Corner lots shall meet these objectives on both the front and street side elevations.

- (1) Provide relief and contrast to the building street and street side elevations incorporating solids and voids to break up plain wall surfaces.
- (2) Variation of building mass and height, responding to existing development context and adjacent zoning districts.
- (3) Variation in roof lines or use of historic roof pitch (8:12 or greater).
- (4) Garage doors shall not dominate the front elevation.

(5) No two detached Single family dwellings, Duplex dwelling structures, Triplex dwelling structures, or Fourplex dwelling structures of substantially similar elevations shall be located adjacent to each other.<sup>6</sup>

~~(P)(B)~~ The Town Manager or his/her designee shall promulgate design guidelines to provide assistance in meeting these requirements.<sup>7</sup>

### 6-6-6 DEVIATIONS.

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

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

---

<sup>6</sup> Moved from Subsection 6-6-4(K) Development Density, above. It is fairly routine for communities to apply this type of standard to single family development.

<sup>7</sup> Does the Planning Commission see the need to add regulations to this section?

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

(3) The proposed structure(s) support(s) the expansion of affordable and/or workforce housing options within the Town of Ridgway.<sup>8</sup>

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

#### 6-6-7 ENFORCEMENT AND ADMINISTRATION.

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

~~(T)~~(B) No building permit, occupancy permit, or other permit or license shall be issued, nor shall any other action of approval be taken or allowed by the Town for any property which is not in compliance with the provisions of these regulations and any decision issued pursuant hereto.

(C) Whenever necessary to make an inspection to enforce any of the provisions of these regulations or any provision of a decision entered, pursuant to this Subsection, or whenever there is reasonable cause to believe that a violation of any provision of these regulations or of any decision issued pursuant to this Subsection exists, the Marshal, Town Manager, or their authorized representative shall have the right to enter upon such building or premises at all reasonable times for purposes of inspection or to perform any other duty imposed by this Subsection. Prior to entry, he shall identify himself and request permission to enter from the occupant or person in charge of the premise if they can be found by reasonable efforts. If entry is refused, he shall have recourse to any remedy provided by law to secure entry.

~~(V)~~(D) The Town may maintain an action in a court of competent jurisdiction to enjoin any violation of these regulations or of the terms of any decision entered pursuant to this Subsection.

~~(W)~~(E) It shall be unlawful to violate any of the provisions of these regulations, or the terms of any decision entered pursuant to this Subsection. Any person convicted of such a violation may be punished by a fine of up to three hundred (\$300) dollars. Each day any violations continues shall constitute a separate violation.

~~(Ord 1 2017)~~

~~(X)~~(F) Continuing violations of this Subsection, or the terms of any decision issued pursuant to this Subsection, are hereby declared to be a nuisance and may be abated in any lawful manner.

---

<sup>8</sup> New criteria.

## Ridgway Municipal Code

6-6-7

(G) In addition to the fees contained in this Chapter 6, the applicant shall reimburse the Town for all out-of-pocket costs incurred during the review including legal fees, postage, notice and publishing costs, map costs, engineering fees, etc., together with wages and associated payroll costs for contract employees, plus ten percent to cover overhead and administration. The Town shall bill the applicant periodically as such costs are incurred. Payment is due within 30 days. Bills not paid by the due date shall accrue interest at the rate of one and one-half percent per month or part thereof. No plat shall be recorded, improvement accepted, lien released, building permit issued, tap approved or other final approval action taken until all fees then due are paid to the Town. Such fees may be certified to the County Treasurer for collection as delinquent charges against the property concerned. ~~————(Ord 2 2019)~~

**CHAPTER 6****SECTION 6****Residential Design Standards****Subsections:**

- 6-6-1 Legislative Declaration.
- 6-6-2 Applicability.
- 6-6-3 Exceptions.
- 6-6-4 Development Standards.
- 6-6-5 Architectural Standards.
- 6-6-6 Deviations.
- 6-6-7 Enforcement and Administration.

**6-6-1 LEGISLATIVE DECLARATION.**

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

**6-6-2 APPLICABILITY.<sup>1</sup>**

(A) Unless otherwise excepted, the regulations set out in this Section 6-6 shall apply to:

- (1) Construction of any residential building, including without limitation construction of Single Family, Duplex, Triplex, Fourplex, Cluster Housing, Co-Housing, Multiple Family structures, and Accessory Dwelling Units;
- (2) New residential subdivisions;
- (3) Major additions or renovations to an existing residential structure;<sup>2</sup>

---

<sup>1</sup> Proposed changes are intended to broaden the applicability of the standards to apply to all residential development, rather than just single family detached as is implied in the Legislative Declaration. While some communities develop detailed design standards for specific types of residential development (e.g., single family detached, townhomes, multifamily), as drafted, Ridgway's existing standards provide a reasonable level of guidance on the key issues that would typically be addressed.

<sup>2</sup> Most communities establish reasonable thresholds for the application of standards to additions. A definition has been added to 7-3-2 for this purpose.

## Ridgway Municipal Code

6-6-1

- (4) Structures that contain only residential uses that are included as part of a mixed use development.

(B) Once subjected to these requirements, all residential development and appurtenant sites shall thereafter be maintained in conformity with these requirements.

### **6-6-3 EXCEPTIONS.**

(A) These regulations shall not be applicable to manufactured homes, as defined in Subsection 7-3-2 and subject to supplemental standards in Subsection 7-3-17(K).

### **6-6-4 DEVELOPMENT STANDARDS.<sup>3</sup>**

(A) Foundations:

(1) ???<sup>4</sup>

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

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

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

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

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

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

(B) Exterior Siding:

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

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

(C) Roof Structure.

---

<sup>3</sup> The current requirement that the shape of the building footprint be able to contain a 21 ft. x. 24 ft. square was deleted to allow builders and developers greater flexibility to adapt building footprints to fit different sized lots, rather than meeting an arbitrary set of dimensions. Residential structures less than 12 ft. wide are defined as Mobile Homes and still only permitted in limited locations.

<sup>4</sup> The Town Clerk is confirming the numbering of this section.

(1) Repealed by Ordinance 3-2002

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

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

(4) A-frame designs are not permitted.

(5) Mansard roofs are only permitted if the base of the roof is above the second story of the structure.

(D) Repealed by Ordinance 10-2003

(E) Sidewalks:

Sidewalks shall be installed in accordance with Town specifications along the adjoining street frontages prior to issuance of a Certificate of Occupancy unless the Town allows execution of a recordable covenant to participate in an assessment district, in cases where immediate construction is not practical.

(F) Mechanical Equipment:

(1) Propane storage tanks shall not be placed in the front or street side yard unless placed underground. Propane tank placement must also meet applicable code requirements, which in most cases require that the tank be no less than ten feet from any property line and ten feet from any building.

(2) Swamp coolers, AC units, heat pumps and other mechanical equipment shall not be placed in the front yard. When placed in the street side yard, mechanical equipment should be screened from view from the street using landscaping, walls or fences which are complimentary to the building design.

(G) Street Address Number:

Each residence shall display the street address number in a location that is easily visible from the street in letters not less than 4 inches nor more than 8 inches in height.

(H) Landscaping:

In addition to the requirements of Subsection 6-1-11, the site shall be landscaped to meet the following minimum standards:

(1) Trees: A minimum of one tree per 2000 square feet of gross lot area shall be provided in all zones except Historic Business. Trees shall have a minimum caliper of 1 1/2 inch for deciduous trees and a five foot minimum height for evergreens.

(2) In residential zoning districts, trees and shrubs may be placed in any landscape configuration and arranged to compliment the structure. However, of the required trees, a minimum of one tree shall be located in the front yard for each 25 foot of street and on corner lots, one tree shall



be located in the street side yard for each 50 foot of street side yard frontage. Landscape elements shall not be located where, at mature size, they will block vehicular sight lines at corners or to public roadways. Where possible, trees should be located in such a way, or be a type, that they will not infringe on solar access and view of the adjoining properties.

- (3) Shrubs: The front and street side yard shall include a minimum of one shrub (5 gallon size) per 10 feet of front and side street frontage.
- (4) In the case of fractional requirements for the number of trees and shrubs, the number required shall be rounded to the nearest whole number.
- (5) Groundcover: Groundcover must be adequate to ensure that dust cannot blow from the property and that the soil is stabilized to ensure that erosion is kept to a minimum. A minimum of 50% of the front and street side yard shall be covered with live vegetation. The remaining area can be vegetative materials, organic or inorganic mulch, flowerbeds, or other acceptable landscape material. River rock, stone or cobbles, if used, shall not exceed 10% of the front or street side yard area. (Driveway area of minimum length and width to provide access and parking shall not be included in the 10% calculation of stone or rock covered area).

(I) Exterior Lighting:

In addition to the requirements of Section 6-5, all exterior lighting shall be directed downward and designed so as not to directly illuminate areas off the premises.

(J) Additions to Existing or New Homes:

Any additions or exterior remodeling shall respect the architectural character, detailing, lines and proportions of the existing structure. Additions shall be so integrated into the existing structure that they are difficult to identify as being added and shall appear to have been a part of the original design of the structure. A "face lift" on the existing building may be used in accomplishing this result. Attached or detached garages, carports, patio covers or walls should be designed in the same architectural style as the main structure and be built of similar or compatible materials.

(K) <sup>5</sup>Repealed by Ordinance 05-2004

(L) Repealed by Ordinance 05-2004

**6-6-5 ARCHITECTURAL STANDARDS.**

- (A) The design of all new residential development and major additions shall meet each of the following architectural design objectives. Corner lots shall meet these objectives on both the front and street side elevations.
  - (1) Provide relief and contrast to the building street and street side elevations incorporating solids and voids to break up plain wall surfaces.
  - (2) Variation of building mass and height, responding to existing development context and adjacent zoning districts.

---

<sup>5</sup> This section is proposed to be deleted. We have defined factory built housing and manufactured housing to be clearer on what regulations apply to what kind of housing. Manufactured dwellings are mobile homes and subject to the overlay district and RMC 6-3. Factory building dwellings are treated just like site built dwellings and must meet the same regulations. Therefore, there is no need to limit factory built housing to 2 per block.

- (3) Variation in roof lines or use of historic roof pitch (8:12 or greater).
  - (4) Garage doors shall not dominate the front elevation.
  - (5) No two detached Single family dwellings, Duplex dwelling structures, Triplex dwelling structures, or Fourplex dwelling structures of substantially similar elevations shall be located adjacent to each other.<sup>6</sup>
- (B) The Town Manager or his/her designee shall promulgate design guidelines to provide assistance in meeting these requirements.<sup>7</sup>

**6-6-6 DEVIATIONS.**

- (A) The Planning and Zoning Commission may approve deviations from one or more of the requirements of this Section 6-6 on the basis of finding that:
- (1) The proposed architecture or construction standards provide compensating features that meet the intent and objectives of these standards.
  - (2) The proposed structure will be compatible and harmonious with structures in the immediate vicinity.
  - (3) The proposed structure(s) support(s) the expansion of affordable and/or workforce housing options within the Town of Ridgway.<sup>8</sup>
- (B) Requests for deviations shall be reviewed pursuant to the procedures of Subsection 7-3-18 of the Ridgway Municipal Code, subject to the fees set in Subsection 7-3-20.

**6-6-7 ENFORCEMENT AND ADMINISTRATION.**

- (A) The Town Manager or other designated employee shall be responsible for the interpretation, administration and enforcement of the provisions of these regulations, as amended, and of any decisions entered by the Planning and Zoning Commission, Board of Adjustment or Town Council, pursuant to such section.
- (B) No building permit, occupancy permit, or other permit or license shall be issued, nor shall any other action of approval be taken or allowed by the Town for any property which is not in compliance with the provisions of these regulations and any decision issued pursuant hereto.
- (C) Whenever necessary to make an inspection to enforce any of the provisions of these regulations or any provision of a decision entered, pursuant to this Subsection, or whenever there is reasonable cause to believe that a violation of any provision of these regulations or of any decision issued pursuant to this Subsection exists, the Marshal, Town Manager, or their authorized representative shall have the right to enter upon such building or premises at all reasonable times for purposes of inspection or to perform any other duty imposed by this Subsection. Prior to entry, he shall identify himself and request permission to enter from the occupant or person in charge of the premise if they can be found by

---

6 Moved from Subsection 6-6-4(K) Development Density, above. It is fairly routine for communities to apply this type of standard to single family development.

7 Does the Planning Commission see the need to add regulations to this section?

8 New criteria.

## **Ridgway Municipal Code**

6-6-7

reasonable efforts. If entry is refused, he shall have recourse to any remedy provided by law to secure entry.

(D) The Town may maintain an action in a court of competent jurisdiction to enjoin any violation of these regulations or of the terms of any decision entered pursuant to this Subsection.

(E) It shall be unlawful to violate any of the provisions of these regulations, or the terms of any decision entered pursuant to this Subsection. Any person convicted of such a violation may be punished by a fine of up to three hundred (\$300) dollars. Each day any violations continues shall constitute a separate violation.

(F) Continuing violations of this Subsection, or the terms of any decision issued pursuant to this Subsection, are hereby declared to be a nuisance and may be abated in any lawful manner.

(G) In addition to the fees contained in this Chapter 6, the applicant shall reimburse the Town for all out-of-pocket costs incurred during the review including legal fees, postage, notice and publishing costs, map costs, engineering fees, etc., together with wages and associated payroll costs for contract employees, plus ten percent to cover overhead and administration. The Town shall bill the applicant periodically as such costs are incurred. Payment is due within 30 days. Bills not paid by the due date shall accrue interest at the rate of one and one-half percent per month or part thereof. No plat shall be recorded, improvement accepted, lien released, building permit issued, tap approved or other final approval action taken until all fees then due are paid to the Town. Such fees may be certified to the County Treasurer for collection as delinquent charges against the property concerned.

**CHAPTER 7**

**Section 3 SECTION 3**

**Zoning Regulations**

**Subsections:**

7-3-1 General Provisions.

7-3-2 Definitions.

7-3-3 Zoning Map.

7-3-4 Residential Districts.

7-3-5 "R" Low Density Residential District.

7-3-6 "HR" Historic Residential District.

7-3-7 "MR" Mixed Residential.

7-3-8 "FD" Future Development District.

7-3-9 "HB" Historic Business District.

7-3-10 "DS" Downtown Service District.

7-3-11 "GC" General Commercial District.

7-3-12 "I-1" Light Industrial - 1 District.

7-3-13 "I-2" Light Industrial - 2 District.

7-3-14 Uncompahgre River Overlay District.

7-3-15 Dimensional & Off-Street Parking Requirements.

7-3-16 Planned Unit Development (PUD).

7-3-17 Sign Regulations.

7-3-18 Supplemental Regulations.

7-3-19 Conditional Uses.

7-3-20 Nonconforming Uses.

7-3-21 Variances and Appeals.

7-3-22 Amendments and Additions to the Official Zoning Map and Zoning Regulations.

7-3-23 Review Procedure.

7-3-24 Enforcement and Administration.

7-3-25 Fees and Costs.

## Ridgway Municipal Code

### 7-3-1 GENERAL PROVISIONS.

- (A) This Section, as amended from time to time, together with the Official Zoning Map as adopted by Section 6 of Ordinance No. 2 (Series 1993), as amended from time to time, may be cited as the Town's Zoning Regulations or Zoning Ordinance.
- (B) The purpose of these Zoning Regulations is to promote the public health, safety and welfare.
- (C) Whenever there is any conflict between these Regulations and any other Ordinance, regulation or law, the more restrictive or higher standard shall apply.
- (D) These regulations and the Official Zoning Map shall constitute a part of the Town's Comprehensive Master Plan.

### 7-3-2 DEFINITIONS.<sup>1</sup>

The following words and terms shall be defined as follows for the purposes of these Zoning Regulations:

**ACCESSORY USE:** A use which is subordinate to, clearly incidental to, customarily in connection with, and ordinarily located on the same premises as the permitted use. Home occupations which meet the criteria set out in Subsection 7-3-13(A), including daycare facilities with 8 or fewer children, shall be considered an accessory use to a residence in all districts. (Ord 1 2015)

**ART AND CRAFT STUDIO:** The workshop of an artist, sculptor, photographer, craftsperson, furniture maker, glass blower, potter or cabinet maker primarily used for on-site production of unique custom goods by hand manufacturing involving the use of hand tools and small-scale equipment, which may include an accessory gallery. The primary use of art and craft studios is the retail sale of the custom goods as produced on-site, as evidenced through allocation of customer floor area or gross sales receipts of the business. (Ord 2 2005)

**BOARDING OR ROOMING HOUSE:** A building or portion thereof which is used to accommodate, for compensation, one or more boarders or roomers, not including members of the occupant's immediate family who might be occupying such building. "Compensation" includes compensation in money, services or other things of value. (Ord 5 2016)

**BUILDING LINE:** A line parallel to a property line beyond which no exposed portion of a building extends. The first three feet of unroofed terraces or patios, sills, cornices and chimneys; temporary awnings; free standing walls, rails or fences; the first one foot of a roof eave; and the first four feet of an open fire escape; need not be considered in determining the building line. (Ord 10 2008)

**DORMITORY:** A building used as group living quarters for students or religious adherents as an accessory use for a bona fide college, university, boarding school, seminary, convent, monastery or other similar

---

<sup>1</sup> Definitions for a broader range of housing types are proposed to more clearly support the full spectrum of housing types encouraged by the Master Plan. While some are not currently referenced in other parts of the code, they are intended to provide a point of reference for the Town and applicants on future annexations, development agreements, and/or PUDs. A definition of micro-units is not included, because these are simply multi-family dwelling units of very small size. Since Ridgway does not have a minimum size requirement for multi-family dwelling units, these are included in the definition of multi-family dwelling.

institutional use. \_\_\_\_\_ (Ord 5 2016)

~~DUPLEX: A residence with two dwelling units.~~

DWELLING: A building or portion of a building that is designed or used exclusively as the living quarters for one or more families, and that complies with all applicable building and safety codes. This definition includes factory built housing that does not meet the definition of a manufactured home, provided the structure meets all applicable building and safety codes and is mounted on a permanent structure and connected to all required utilities.

DWELLING, CLUSTER DEVELOPMENT: A development type that concentrates single-family or two-family dwellings on smaller lots than would otherwise be allowed in the zone district in return for the preservation of sensitive natural areas, agricultural or ranch land, trail or recreational easements, and/or common open space within the same site, on a separate lot, or in an easement.

DWELLING, CO-HOUSING DEVELOPMENT: A residential development that does not meet the definition of a Group Home, that includes a group of individual dwelling units of varying sizes the largest containing less than 1,500 square feet of floor area, that are not constructed on a frame or capable of being transported on their own wheels, and in which individual units may or may not have partial or complete kitchens. The development must include one or more community building(s) with a community kitchen and dining room intended for communal use on a regular basis, and in which most or all residents generally agree to share in the provision of regular communal services such as cooking meals or providing child care.

DWELLING, DUPLEX: A single structure containing two dwelling units, neither of which meets the definition of an accessory dwelling unit.

DWELLING, FOURPLEX: A single structure containing four dwelling units, none of which meets the definition of a single family attached dwelling unit or an accessory dwelling unit.

DWELLING, LIVE/WORK: A dwelling unit containing an integrated living and working space that is intended to function predominantly as business workspace with a secondary residential use occupied by the business owner or operator. The unit typically has a store-front, with the workspace, public display area, or show-room on the ground floor of the unit and the majority of the residence area is located either on the upper floor if there are two floors, or the back of the unit if there is only one floor.

DWELLING, MULTIPLE FAMILY: Five or more residential dwelling units, within a single building and under a single roof, including apartments, houses and attached multifamily dwellings.<sup>2</sup> This definition also includes any number of dwelling units located within a single building that contains a non-residential primary use on the ground floor of the building.

DWELLING, SINGLE FAMILY ATTACHED: A single structure containing three or more single-family dwellings attached side-by-side, in which all units have primary entrances facing the same street (or facing the same two streets, if located on a corner lot). A duplex containing two dwelling units attached side-by-side is not considered a single-family attached dwelling.

DWELLING, SINGLE FAMILY DETACHED: A dwelling unit, located on a separate lot or tract that has no physical connection to a building located on any other lot or tract, that does not meet the definition of a manufactured home.

---

2 Replaces current definition for Multiple Family Residence to provide consistency with related terms.

## Ridgway Municipal Code

DWELLING, TRIPLEX: A single structure containing three dwelling units, none of which meets the definition of a single family attached dwelling unit or an accessory dwelling unit.

DWELLING UNIT: An area in a building containing cooking, living and sanitary facilities designed for use and used by a single family for residential purposes, including related accessory structures. The term dwelling shall not include hotels, motels, homeless shelters, boarding and rooming houses, dormitories, seasonal overflow shelters, tents, or other structures designed or used primarily for temporary occupancy.

(Ord 5-2016)

DWELLING UNIT, ACCESSORY: A dwelling unit located within, attached to, or detached from the principal dwelling, that contains no more than 800 square feet of gross floor area, the use of which is associated with and subordinate to the principal dwelling and that is located upon the same lot as the principal dwelling.<sup>3</sup>

FACTORY BUILT HOUSING: Any structure, or component ~~thereof~~ of a structure, designed primarily for residential occupancy, either permanent or temporary, ~~including a mobile home, which~~ that is wholly or in substantial part made, fabricated, formed, or assembled in manufacturing facilities for installation, or assembly and installation, on the building site, and that does not meet the definition of a manufactured home.

FAMILY: One or more individuals occupying a single dwelling unit and living as a single housekeeping unit with a maximum of eight adults. This includes groups of eight or fewer persons whose right to live together is protected by the federal Fair Housing Amendments Act.

GAS STATION: Any building or lot having facilities for the sale of gasoline and other fuels for use by motor vehicles, and which may include incidental facilities for service and minor repair of motor vehicles.

GOVERNMENT BUILDINGS AND FACILITIES: Any building or facility owned and operated by the United States of America, the State of Colorado, the Town of Ridgway, or any agency or political subdivision thereof.

GROSS FLOOR AREA: The heated area of a building measured along the outside enclosing walls, excluding interior parking areas and outdoor common areas. (Ord 1-2014)

GROUP HOME: One or more dwelling units in which more than eight unrelated individuals or related and unrelated individuals live, where physical assistance and/or supervision, care or treatment is provided by resident and/or nonresident professional support personnel as a continual benefit. ~~Group home will~~ This definition does not include a hotel, motel, boarding or rooming house, ~~or~~ facility housing juvenile or adult offenders, or a facility for persons with drug or alcohol addictions that are not in a treatment program, but includes any group of substance abuse problems-eight or more persons whose right to live together is protected by the federal Fair Housing Amendments Act.<sup>4</sup> Group home shall include state licensed personal care and alternative care personnel. (Ord 5-2016)

HIGH-WATER MARK: The boundary dividing a river bed from a river bank and defined as the line on the bank up to which the presence and action of water are so usual and long-conditioned as to impress on the bed a character distinct from that of the bank with respect to the nature of the ground surface, soil and

<sup>3</sup> Regulations for ADUs are located in 7-3-17, SUPPLEMENTAL REGULATIONS, but the term is not explicitly defined.

<sup>4</sup> The exception for persons in substance abuse programs was deleted because under the federal FHAA they are treated as disabled (those not in a treatment program are not disabled) and their right to live together is protected by the FHAA.

vegetation. \_\_\_\_\_ (Ord 1 2018)

HOME OCCUPATION: Any commercial activity, whether for profit or non-profit, conducted within a dwelling unit.

HOMEOWNERS ASSOCIATION: Any entity, whether corporation, partnership, unincorporated association, or other entity existing for the purpose of maintaining commonly owned facilities or enforcing private protective covenants whose members or shareholders are the property owners involved.

HOTELS AND MOTELS: Any building or portion thereof containing six or more guest rooms used, designed to be used, let or hired out for occupancy by persons on more or less a temporary basis.

\_\_\_\_\_ (Ord 5 2016)

~~MOBILE HOME AND MOBILE HOME PARK: Mobile Home and Mobile Home Park are defined as defined in Section 6-3.~~

~~MULTIPLE FAMILY RESIDENCE: Any residence with three or more dwelling units in a single building.~~

~~MAJOR ADDITION: An addition to or renovation of a structure in which the total gross floor area of the proposed addition or renovation area is fifty (50) percent or more of the total gross floor area of the existing structure before addition or renovation.~~

~~MANUFACTURED HOME: A factory built structure that is built on a permanent chassis, is designed and constructed to permit lawful occupancy as a dwelling, whether attached or unattached to a permanent foundation, that meets requirements of the National Manufactured Housing Construction and Safety Standards Act of 1974", 42 U.S.C. Section 5401, et seq., as amended (commonly referred to as the "HUD Code.),"and that is less than 12 feet in width.<sup>5</sup>~~

~~MANUFACTURED HOME PARK: A single site, parcel, or lot operated and used for the location of two or more manufactured homes intended for use as residences.<sup>6</sup>~~

NONCONFORMING USE: A use which does not comply with the use regulations, dimensional requirements or other regulations of these Zoning Regulations.

PLANNING COMMISSION: The Planning and Zoning Commission of the Town.

PUBLIC UTILITY SERVICE FACILITIES: Transmission and distribution facilities for natural gas, electricity, water, sewer, drainage, telephone, and cable television necessary to provide service to customers located in the various districts of the Town, such as pipes, lines, mains, wires, transformers, valves, and other related appurtenances, but not including buildings, offices, and production or generation facilities.

~~SET-BACKSETBACK: The perpendicular distance between a property line and the building line.~~

SHORT TERM RENTAL: Rental of all or a portion of a residential dwelling unit for periods of less than 31 days. This definition of short term rentals excludes hotels, motels, lodges, and bed and breakfasts.

<sup>5</sup> Replaces existing, outdated definition in 6-3-1: *Mobile home means a factory built single family dwelling with a living area of 500 square feet or more which does not meet the requirements of Section 6-6, and is not required to have license plates pursuant to Article 42-3, C.R.S., as amended. Note that this definition would include factory built Tiny Houses (generally less than 500 sq. ft. of floor area), and would limit them to ManufacturedHome Parks. Non-factory built Tiny Houses would meet the definition of a Dwelling if they meet building and safety codes, and would be allowed wherever single-family detached dwellings are permitted unless the Town adds a restriction. Non-factory built Tiny Houses that do not meet building and safety codes would be prohibited.*

<sup>6</sup> Existing definition from 6-3-1.



## Ridgway Municipal Code

(Ord 3 2017)

TRAVEL HOME AND TRAVEL HOME PARK: Travel Home and Travel Home Park are defined as defined in Section 6-3.

USE: The activity or purpose for which property, a building or other structure is designed, arranged, intended, occupied or maintained.

USE- BY- RIGHT: A use which is permitted or allowed in the district involved, without review, and complies with the provisions of these Zoning Regulations and other applicable Town ordinances and regulations.

WORKFORCE HOUSING: Housing that is available for purchase or rent on terms that are affordable to households earning between 80 percent and 120 percent of area median income (AMI) as determined by the U.S. Department of Housing and Urban Development (HUD) and published annually for the County. The cost of for sale workforce housing (including principal, interest, taxes, insurance, utilities, and homeowners' association fees) or for rent workforce housing (including rent and utilities) does not exceed 30 percent of those households' gross annual incomes.<sup>7</sup>

### 7-3-3 ZONING MAP.

~~(E)~~(A) The 1993 Revised Zoning Map of the Town, as such may be amended from time to time, may be known or cited as the "Official Zoning Map" of the Town.

~~(F)~~(B) Amendments to the Official Zoning Map may be made by an ordinance enacting a revised map or by an ordinance amending portions of the Official Zoning Map by specifying the legal description of the property to be rezoned. A copy of the Official Zoning Map, as amended from time to time, shall be maintained in the Town Clerk's office available for public inspection. Periodically, copies of the Official Zoning Map, as amended, may be reproduced and made available to the public.

~~(G)~~ The regulations for the various districts provided for in this Section shall apply within the boundaries of each such district as indicated on the Official Zoning Map. The district boundaries, as shown on the Official Zoning Map, shall be construed to follow the center lines of streets, to follow platted lot lines or the lines of undivided parcels of property, or to follow the Town limits, whenever a boundary is shown as approximately in the vicinity of such lines. Distances may be determined by the scale of the map.

### 7-3-4 RESIDENTIAL DISTRICTS.

The residential districts described in Sections 7-3-5 thru 7-3-7 are established to support a diversity of housing options; to promote stability in residential neighborhoods; to protect such property from incompatible land uses; to protect property values; and to encourage the appropriate use of such land. Certain other uses are permitted which are compatible with residences. Dimensional requirements are set out in Section ~~7-3-10~~3-10. All residential development in these districts must comply with residential design standards in Section 6-6.<sup>8</sup>

<sup>7</sup> This definition is consistent with Master Plan explanation of Workforce Housing.

<sup>8</sup> The applicability of existing Single Family Home Design Standards is proposed to be expanded to address all types of residential development. Refer to proposed updates to that Chapter for details.

**7-3-5 "R" LOW DENSITY RESIDENTIAL DISTRICT.<sup>9</sup>**

~~(H)~~(A) Intent: The "R" Low Density District is intended to ~~provide a quiet, accommodate~~ low to moderate density development for single family ~~residences, detached dwellings, as well as a mix of other housing types and other compatible land uses where supported by the Master Plan.~~ Environmental protection is provided by allowing ~~single family residences along with certain other compatible land uses, cluster development to preserve environmentally sensitive lands, maintain common open space, and to provide recreational opportunities for residents.~~

~~(B)~~(B) Uses by Right:

(1) Single family detached dwellings which meet the requirements of Section 6-6.

(2) Duplex dwellings.

~~(1)~~ Public utility service facilities.

~~(2)~~ Government buildings and facilities.

~~(3)~~ Parks and recreation facilities, including community gardens, gardens, owned or operated by a property owner's association or civic organization. ~~(Ord 1-2015)~~

~~(4)~~(3) Accessory uses.

(4) Accessory dwelling units that meet the criteria of Subsection 7-3-13 (G).

(5) Cluster development dwellings.

~~(C)~~(C) Conditional Uses:

~~(1) Duplexes and multi-family residences.~~

(1) Single family attached dwellings, Triplex dwellings, Fourplex dwellings, and Multiple family dwellings.<sup>10</sup>

~~(1)~~(2) Churches, schools, and day care facilities not otherwise allowed as an accessory use to a residence. ~~(Ord 1-2015)~~dwelling unit.

~~(2)~~(3) Bed and breakfast operations which meet the criteria of Subsection 7-~~3-13~~13(F) in addition to the criteria of Section 7-~~3-14~~14.

~~(D) Repealed by Ordinance 19-1999~~

(4) Group homes.

<sup>9</sup> Intent statement updated to reflect Master Plan land use categories. Existing "R" zoning includes some areas designated as Rural Neighborhoods and some designated as Single-Family Neighborhoods. As defined by the Master Plan, Single-Family Neighborhoods support 2 to 8 du/ac.

<sup>10</sup> Ridgway R neighborhoods have a small amount of these types of housing already as a result of PUDs. Is the Commission okay including these housing types as conditional in the R district?

## Ridgway Municipal Code

### 7-3-6 "HR" HISTORIC RESIDENTIAL DISTRICT.<sup>11</sup>

~~(K)~~—Intent: This District is intended to coincide with the historic residential core of Ridgway and accommodate a variety of housing types at medium density as well as other activities which are compatible with such uses.

~~(L)~~(A) Uses by Right:

~~\_\_\_\_\_ (1) Single Family Homes which meet the requirements of Section 6-6 and duplexes. \_\_\_\_\_ (Ord 19-1999)~~

(1) Single family detached dwellings.

(2) Single family attached dwellings in structures containing no more than four dwelling units.

(3) Duplex dwellings.

(4) Triplex dwellings.

(5) Fourplex dwellings.

~~(1)~~(6) Public utility service facilities.

~~(2)~~(7) Government buildings and facilities.

~~(3)~~(8) Parks and recreation facilities, including community gardens, owned or operated by a property owners association or civic organization. \_\_\_\_\_  
~~(Ord 8-2008)~~

~~(4)~~(9) MobileManufactured homes on individual lots ~~in the Mobile Home overlay districts whichthat~~ are anchored to a foundation in conformity with Subsection 6-6-3(A). \_\_\_\_\_  
~~(Ord 19-1999)~~ and that comply with Subsection 7-3-17(K).

~~(5)~~(10) Accessory uses.

(11) Accessory dwelling units that meet the criteria of Subsection 7-3-13(G).

~~(M)~~(B) Conditional Uses:

(1) Single family attached dwelling units in structures containing more than four dwelling units.

(2) Co-housing development dwellings.

(3) Live/work dwellings limited to office, retail, repair and artisanal manufacturing.<sup>12</sup>

~~(1)~~(4) Multiple family ~~residences~~ dwellings.

<sup>11</sup> Proposed changes intended to reflect Master Plan land use categories. The Town Core Neighborhoods land use category supports densities from 6 to 12 du/ac.

<sup>12</sup> Does the Planning Commission feel this is appropriate for the HR district? It could be more intense than a currently allowed home occupation.

(5) Group homes.<sup>13</sup>

(6) Churches, schools, day care facilities not otherwise allowed as an accessory use to a residence, ~~and community~~

~~(2)~~(7) Community centers.

~~(Ord 1 2015)~~

~~(3)~~(8) Bed and breakfast operations which meet the criteria of Subsection 7-3-13(F) in addition to the criteria of Section 7-3-14.

### 7-3-7 “MR” MIXED RESIDENTIAL.<sup>14</sup>

(A) Intent: This District provides opportunities for a diverse mix of housing options at higher densities, as well as supporting services and other compatible uses that help meet the needs of area residents. Uses should be organized in compact, pedestrian- and bicycle-friendly manner and be responsive to the scale and intensity of development in adjacent zoning districts.

~~(A)~~(B) Uses by Right:

(1) Single family detached dwellings.

(2) Single family attached dwellings.

(3) Duplex dwellings.

(4) Triplex dwellings

(5) Fourplex dwellings

(6) Co-housing development dwellings.

(7) Cluster development dwellings.

(8) Multiple family dwellings.

(9) Group Homes.<sup>15</sup>

(10) Public utility service facilities.

(11) Parks and recreation facilities.

(12) Government buildings and facilities.

(13) Accessory uses.

<sup>13</sup> Added because under the FHAA group homes for the disabled cannot be excluded or limited in districts that allow multifamily residences of a similar size.

<sup>14</sup> Proposed new district to help implement the Mixed-Neighborhood land use category in the Master Plan. The Mixed Neighborhoods category supports densities of between 12 and 18 du/ac. This district was informed by previous discussions about creating two new higher density residential districts that occurred in 2016 to 2017. Without focusing on exactly what land may be rezoned or zoned in the future to this district, is this a good tool for the community, is it a development type we would be okay with?

<sup>15</sup> Added because under the FHAA group homes for the disabled cannot be excluded or limited in districts that allow multifamily residences of a similar size.

## Ridgway Municipal Code

(14) Accessory dwelling units that meet the criteria of Subsection 7-3-13(G).

(C) Conditional Uses:

- (1) Retail stores
- (2) Restaurants and taverns
- (3) Live/work dwellings limited to office, retail, repair and artisanal manufacturing.<sup>16</sup>
- (4) Schools and day care facilities not allowed as an accessory use to a residence.
- (5) Bed and breakfast operations which meet the criteria of Subsection 7-3-13(F) in addition to the criteria of Section 7-3-14
- (6) Nursing homes for the aged, invalid, ill, or mentally impaired.
- (7) Short term rental of a single family detached dwellings.<sup>17</sup>

(D) Performance and Design Standards:

In addition to the Residential Design Standards in Section 6-6, the following standards shall apply:

- (1) Developments must address storm water drainage and to employ a storm water drainage plan that does not discharge to the Town streets or storm water infrastructure if available, an amount greater than historic flows have discharged to public infrastructure.
- (2) A mix and variety of housing types and unit sizes must be incorporated to the maximum extent feasible based on the size of the development, adjacent development context, and other site considerations.
- (3) Parks, open spaces or common areas must be incorporated into the development.
- (4) Parking shall be sited to provide the least visual impact from public rights of way and shall not dominate the frontage of pedestrian-oriented streets. Site parking shall include bike racks and areas for parking strollers and other nonmotorized vehicles near the main entrance to the primary building(s) and shall have a logical connection to on-site non-motorized access routes.
- (5) Parking areas, outside trash receptacles, large utility boxes, open storage areas, mechanical systems and other unattractive views shall be screened from the street and public right of way. Screening of utility boxes, trash enclosures, and similar uses shall be around all sides except for those required for access, which will be screened with a gate on the access side.
- (6) Buildings containing more than 25,000 square feet of gross floor area are not permitted.

**7-3-27-3-8 "FD" FUTURE DEVELOPMENT DISTRICT.**

- (A) Intent: This District is intended to include lands held in reserve to meet future growth needs of the community. Uses include very low density single family ~~residences~~detached dwellings and agriculture.

~~(Ord 7 1999)~~

<sup>16</sup> Does the Planning Commission feel this is appropriate for the MR district? It could be more intense than a currently allowed home occupation.

<sup>17</sup> This would mean that no other type of residence in this district could be a STR, only single family detached dwelling units.

(B) Uses by Right:

~~\_\_\_\_\_ (1) Single family homes which are constructed on site which meet the requirements of Section 6-6. \_\_\_\_\_ (Ord 19 1999)~~

(1) Single family detached dwellings.

~~(1)~~(2) Agriculture.

~~(2)~~(3) Public utility service facilities.

~~(3)~~(4) Accessory uses.

(5) Accessory dwelling units that meet the criteria of Subsection 7-3-13(G).

(C) Conditional Uses:

(1) Gravel Extraction

~~7-3-37-3-9~~ 7-3-8 "HB" HISTORIC BUSINESS DISTRICT.

(A) Intent: This District encompasses the historic commercial core of Town. Intended uses include a mix of retail, restaurants, office, lodging, residential, service and institutional by right and similar conditional other uses that are compatible with a mixed use shopping and the historic character of the Town Core and contribute to vibrant, pedestrian-friendly atmosphere. uses. All residential area. Conditional uses include limited light manufacturing development must comply with residential design standards in Section 6-6. Where short term rentals are permitted, they must comply with Subsection 7-3-13.<sup>18</sup>

(B) Uses by Right:<sup>19</sup>

~~\_\_\_\_\_ (1) Single family homes which meet the requirements of Section 6-6, duplexes, and multi-family residences and dwelling units in buildings with non residential uses, whether or not any of the foregoing are used for rentals for periods of 31 days or less. If they are used for rentals for periods of 31 days or less, they must comply with the provisions of Subsection 7-3-13. \_\_\_\_\_ (Ord 11 2013)~~

(1) \_\_\_\_\_ (2) Single family detached dwellings and Duplex dwellings constructed before January 1, 2020, and short term rental of those dwellings.

<sup>18</sup> Updated to reflect definition of Town Core land use category in the Master Plan. Removed references to by right and conditional uses, since those distinctions are covered below.

<sup>19</sup> While there are existing single-family detached homes in the "HB" District that will likely remain, higher-density housing (e.g., duplexes, attached single-family, multifamily dwellings) is encouraged by the Master Plan where infill/redevelopment occurs to expand housing options within walking distance of services and amenities.

## Ridgway Municipal Code

(2) Single family attached dwellings, Triplex dwellings, Fourplex dwellings, and Multiple family dwellings, and short term rental of those dwellings.

(3) Live/work dwellings.

(4) Group homes.<sup>20</sup>

~~(4)(5)~~ Retail stores, business and professional offices and service establishments which cater to the general public, excluding day care facilities. ~~\_\_\_\_\_ (Ord 11-2008)~~

~~(2)(6)~~ Libraries, museums and depots.

~~(3)(7)~~ Public utility service facilities.

~~(4)(8)~~ Government buildings and facilities.

~~(5)(9)~~ Private and fraternal clubs.

~~(6)(10)~~ Indoor theaters.

~~(7)(11)~~ Restaurants and taverns.

~~(8)(12)~~ Churches, Sunday schools and community centers, schools, parks and playgrounds.

~~(9)(13)~~ Hotels, motels, lodges, and other types of short term ~~rentals~~accommodations for vacations, tourists, business visitors and the like.

~~(10)(14)~~ Parking facilities, funeral homes, commercial garages.

~~(11)(15)~~ Accessory uses.

~~(12)(16)~~ Arts and craft studios.

(17) Accessory dwelling units that meet the criteria of Subsection 7-3-13(G).

(C) Conditional Uses:

(1) Light Manufacturing.

(2) Any use not prohibited by Subsection (D) which is consistent with the intent expressed in Subsection (A).

(3) The outside storage of equipment inventory or supplies, accessory to a business occupying a building on the premises, subject to conditions imposed pursuant to Section 7-3-14 and 7-3-18(G), which may include time limitations and limitations appropriate to lessen the impact on other property, including screening. Written Notice of the Hearing pursuant to Section 7-3-18 shall be provided by the applicant to all owners of property located within 100 feet of the affected property.

(4) Buildings with a gross floor area greater than 7,500 square feet.

(D) The following uses are not to be construed as a "Use by Right" or a "Conditional Use" in the "HB" District.

---

<sup>20</sup> Added because under the FHAA group homes for the disabled cannot be excluded or limited in districts that allow multifamily residences of a similar size.

- (1) Drive-in restaurants, drive-in theaters, or any other retail stores and service establishments with drive-through facilities.
- (2) Above ground storage of hazardous fuels.
- (3) Heavy manufacturing and industrial uses.
- (4) Gas stations.
- (5) Farm implement, ~~mobile~~manufactured home, automobile and other vehicle sales or service establishments.
- (6) Automobile body shops.
- (7) Machine and welding shops.

~~(8) Boarding and Rooming House(s) shall not be allowed in the "HB" District. (Ord 5-2016)~~

~~(9) A Dormitory structure shall not be allowed in the "HB" District. (Ord 5-2016)~~

(8) Dormitory.

(E) Performance Standards:

- (1) No use shall be established, maintained or conducted in any "HB" Historic Business District that will result in any public or private nuisance.
- (2) No equipment, inventory, or supplies may be stored outside, except as authorized pursuant to Subsection 7-3-8(C)(3).
- (3) All manufacturing and industrial activities must take place inside with no noise, smoke, dust or light observable off of the premises.

(4) <sup>21</sup>

- (a) Residential uses must provide off-street parking as required by Subsection 7-3-10(C)(1)(a) and Subsection 7-3-10(C)(1)(r).
- (b) All non-residential uses must provide a minimum of one off-street parking space per 1650 square feet of gross floor area. Partial spaces will be rounded up to the next whole number of required parking spaces. If the structure contains both residential and non-residential uses, calculation of the gross floor area shall not include the residential area(s) for purposes of determining off-street parking pursuant to this paragraph. Also excluded from this calculation are enclosed parking and outdoor common areas. Parking spaces will be accessed only from an alley. The first three spaces must be provided on-site.
- (c) In cases where mixed residential and non-residential uses occur within the same property, the residential parking requirements of Subsection (a) shall be in addition to the non-residential parking space requirement set forth in Subsection (b).
- (d) In lieu of non-residential off-street parking requirements in excess of three spaces and pursuant to Subsection (b) above, a money payment of \$3,000 per

<sup>21</sup> The Town Clerk is confirming the numbering of this section, and it may be helpful to add a subheading reading "parking" for subsection (4).



## Ridgway Municipal Code

space may be paid to the Town, which money shall be used to fund the acquisition or construction of public parking facilities to serve the Historic Business Zoning District.

~~(4)~~(5) Buildings containing more than 15,000 square feet of gross floor area shall not be allowed.

### 7-3-10 "DS" DOWNTOWN SERVICE DISTRICT.<sup>22</sup>

~~(F)~~(A) Intent: The Downtown Service District is not intended to compete with the Historic Business District or the General Commercial District, but rather intended to provide some flexibility in use for existing residences located on or within 100 feet of Highway 62, west of Laura Street as depicted upon the Town Comprehensive Plan Land Use Map. The flexibility in use is intended to mitigate the impact of increasing traffic upon the highway upon residences, by allowing for limited business use of the properties. The Downtown Service District is further intended to provide an effective transition between the General Commercial and Historic Business Districts and nearby residential neighborhoods along and near the Highway without creating an undue, adverse impact on these areas. Establishments and structures within the Downtown Service District are intended to appear “residential” as opposed to simply providing a visual extension of the commercial and business districts. Toward this objective, some service-oriented businesses are allowed within the Downtown Service District, as conditional uses, and with performance criteria that speak to appearance, signage and parking. These businesses may have limited and ancillary retail use. Home occupation of these business uses is permissible in accordance with Section 7-3-13(A). Auto intensive uses such as gas stations, drive-through businesses, convenience stores and similar uses that generate high traffic of items or require large parking areas are not permitted.

~~(Ord 9-2005)~~All residential development in these districts must comply with residential design standards in Section 6-6.<sup>23</sup>

~~(G)~~(B) Uses by Right:

~~(1) Single family homes that are site built, factory built or moved onto the site and meet the design and standards of Single Family Homes as provided in Section 6-6 of the Ridgway Municipal Code.~~

~~(2) Duplexes.~~

(1) ~~(3)~~ Single family detached dwellings.

(2) Single family attached dwellings.

(3) Duplex dwellings.

(4) Triplex Dwellings.

(5) Fourplex Dwellings.

~~(4)~~(6) Public utility service facilities.

<sup>22</sup> Corresponds to portions of the Town Core Neighborhoods land use category in the Master Plan that are located along Sherman Street. General intent of the “DS” District is consistent with the Master Plan. Minor updates are proposed to reflect the addition of additional housing types. The numbering of the remainder of the Article changes from this point forward. This section is currently numbered 7-3-8.5, and it (and later sections) will need to be revised by the Town Clerk. Cross-references to any of the following sections will also need to be corrected.

<sup>23</sup> The applicability of existing Single Family Home Design Standards is proposed to be expanded to address all types of residential development. Refer to proposed updates to that Chapter for details.

~~(2)(7)~~ ~~(4)~~ Government buildings and facilities.

~~(3)(8)~~ ~~(5)~~ Parks and recreation facilities owned or operated by a homeowners association.

~~(4)(9)~~ ~~(6)~~ Accessory uses-dwelling units that meet the criteria of Subsection 7-3-13(G).

~~(10)~~ ~~—(C)~~ Live/work dwellings.

~~(H)(C)~~ Conditional Uses:

- (1) ~~(1)~~ Professional offices and service businesses that do not require outside storage, intensive vehicular access or present nuisance concerns to surrounding residential neighborhoods, including offices for doctors, dentists, chiropractors, lawyers, accountants, engineers, surveyors, architects, title companies, real estate companies, beauty salons, and other similar professional offices or service providers.
- (2) ~~(2)~~ Limited retail use that is ancillary to the professional offices or service businesses is allowable under the conditional use, as long as it is not a primary use of the business. For purpose of determining whether retail uses are “ancillary<sup>2,3</sup>,” floor space allocated to retail use and /or gross receipts of retail sales may be considered.
- (3) ~~(3)~~ Bed and breakfast operations which meet the criteria of Subsection 7-3-13(F) in addition to the criteria of Section 7-3-14.
- (4) ~~(4)~~ Churches, schools, daycare facilities not allowed as an accessory use to a residence, multi-family residences and community centers. \_\_\_\_\_  
~~(Ord 1 2015)~~

~~(H)(D)~~ Performance Standards for Conditional Uses:

- (1) Conditional Uses, other than churches, schools, multi-family residences and community centers, shall comply with the intent of Subsection ~~A and these performance standards.~~  
(Ord 16 2007) 7-3-10(A).
- (2) ~~(2)~~ All applications for conditional uses shall be accompanied by a site plan proposal detailing, at a minimum, the following information or other information deemed necessary by the Town of Ridgway:
  - (a) ~~(a)~~ Site plan showing setbacks, lot coverage, parking, vehicle and pedestrian access, landscaping, topographic features, utility locations, storage/trash receptacles and similar information.

### Ridgway Municipal Code

- (b) ~~(b)~~ Building design showing building elevations (all four sides), finish materials, door and window placement and location and types of exterior lighting fixtures.
- (c) ~~(c)~~ A statement of the anticipated traffic impact on the site and on adjacent properties and roadways.
- (3) ~~(3)~~ All professional offices and service businesses allowed as a conditional use shall have no more than five employees.
- (4) ~~(4)~~ Structures must be compatible in mass and scale with nearby residences, and similar in architectural features.
- (5) ~~(5)~~ Off-street parking per Town standards is required, but businesses shall be credited with half parking space for every on-street parking space that is constructed adjacent to the business and in accordance with Town specifications. No parking shall be allowed on alley ways or on Highway 62 (Sherman Street).
- (6) ~~(6)~~ Signage shall be non-illuminated and attached to the building.
- (7) ~~(7)~~ Business hours shall be between 7:30 am and 5:30 pm.
- (8) ~~(8)~~ No semi-truck traffic shall be allowed upon residential streets or alley ways.
- (9) ~~(9)~~ No food services shall be allowed unless as otherwise specified herein.

---

~~(Ord 6 2002)~~

~~(10)~~ No drive-in restaurants, drive-in theatres, or any other retail stores and service establishments with drive-through facilities shall be allowed in the "DS" District.

---

~~(Ord 6 2004)~~

### **7-3-11 (A) - "GC" GENERAL COMMERCIAL DISTRICT.<sup>24</sup>**

Intent:- This District encompasses lands along the river and Highways 550 and 62. Its purpose is to create areas for ~~retail, wholesale and service businesses, tourist and auto-oriented uses, storage, manufacturing and industrial activities which require adequate space, light and air whose operations are quiet and clean, and extractive industry. Each use will be required to mitigate its particular negative impacts, as they exist, if they exist, so as to provide for the reasonable enjoyment of adjacent properties.~~

~~(Ord 8 2011)~~ a mix of retail and commercial services, office, and other supportive uses to meet the needs of residents and tourists. A mix of higher-density housing types are also supported to provide for live/work opportunities and to promote activity and vibrancy within these areas. While more auto-oriented than development within the Town Core, uses in the "GC" District should be designed with the safety and convenience of pedestrians and bicyclists in mind.

---

<sup>24</sup> Updated to reflect definition of the corresponding Mixed Use Business land use category in the Master Plan. Proposed changes are intended to reinforce the mixed-use intent of the "GC" District.

~~(J)~~(A) Uses by Right:

(1) Short term rental of Single family detached dwellings and Duplex dwellings constructed before January 1, 2020.

(2) Group homes.<sup>25</sup>

~~(1)~~(3) Retail stores, business and professional offices and service establishments which cater to the general public.

~~(2)~~(4) Libraries, museums and depots.

~~(3)~~(5) Public utility service facilities.

~~(4)~~(6) Government buildings and facilities.

~~(5)~~(7) Private and fraternal clubs.

~~(6)~~(8) Indoor theaters.

~~(7)~~(9) Restaurants and taverns.

~~(8)~~(10) Churches, Sunday schools and community centers, schools, parks and playgrounds.

~~(9)~~(11) Hotels, motels, lodges, and other types of short term rentals-accommodations for vacations, tourists, business visitors and the like; and subject to the provisions of Subsection 7-3-13 single family homes which meet the requirements of Section 6-6, duplexes, multi family residences, and dwelling units in buildings with non residential uses, which are used for periods of 31 days or less. (Ord 11 2013).

~~(10)~~(12) Parking facilities, funeral homes, commercial garages.

~~(11)~~(13) Accessory uses.

~~(K)~~(B) Conditional Uses:

~~(1) Single family homes which meet the requirements of Section 6-6, duplexes, multi family residences, and dwelling units in buildings with non residential uses, which are not used for rentals for periods of 31 days or less.~~ (Ord 11 2013)

(1) \_\_\_\_\_ (2) Single family attached dwellings, Triplex dwellings, Fourplex dwellings, and Multiple family dwellings, and short term rentals of those dwellings.<sup>26</sup>

~~(1)~~(2) Gas stations which comply with the following criteria:

(a) All fuel storage shall be located underground.

(b) All gasoline pumps, lubrication and service facilities shall be located at least 20 feet from any street right-of-way line.

<sup>25</sup> Added because under the FHAA group homes for the disabled cannot be excluded or limited in districts that allow multifamily residences of a similar size.

<sup>26</sup> Removed single-family homes and duplexes as conditional uses. Does the Commission want to consider moving multiple family dwellings, or other dwelling types in this list, to a use by right?

### Ridgway Municipal Code

- (c) ~~(e)~~ No curb cut may be any closer than 30 feet from any street intersection.
- (d) ~~(4)~~ A minimum lot frontage of -125 feet is required.
- (e) ~~(e)~~ The main building on the site shall be set back at least 40 feet from any property line.

~~(2)(3)~~ Repealed by Ordinance 6-2004

~~(3)(4)~~ Building materials businesses.

~~(4)(5)~~ Farm implement, ~~mobile~~ manufactured home, automobile and other vehicle sales or service establishments.

~~(5)(6)~~ Feed storage and sales establishments.

~~(6)(7)~~ Veterinary clinics.

~~(7)(8)~~ Automobile body shops.

~~(8)(9)~~ Machine and welding shops.

~~(9)(10)~~ Warehouses or storage facilities.

~~(10)(11)~~ Travel home parks.

~~(11)(12)~~ ~~Mobile~~ Manufactured home parks.

~~(12)(13)~~ Manufacturing and industrial uses. Typical examples include: food processing; metal finishing and fabrication; power generation and transformer stations; paper, plastic and wood manufacturing (excluding processing of any raw materials), fabric manufacturing and similar activities.

~~(13)(14)~~ Gravel extraction.

~~(14)(15)~~ Buildings 27' to 35' in height or containing more than 10,000 square feet of gross floor area.

~~(15)(16)~~ Campgrounds or similar facilities which (a) do not provide spaces for travel homes or recreational vehicles, (b) allow only a maximum of three nights stay, (c) allow only campground owned tepees, tents or similar structures and (d) meet all applicable requirements of state statutes and regulations for a "developed campground" including adequate restroom facilities, except as otherwise approved by the Planning Commission.

~~(16)(17)~~ Daycare facilities which do not qualify as an accessory use to a residence.

~~(17)(18)~~ Developments with more than 20 parking spaces shall incorporate the mitigation and site planning improvements set out in Section II.b. of the Commercial Design Guidelines adopted as part of the Town's Master Plans.

~~(19) Group Home.~~

~~(Ord 5-2016)~~

~~(19)(C)~~ Performance Standards:

(1) ~~(1)~~ No use shall be established or maintained in the "GC" District which results in an unreasonable hazard to the community, creates a public or private nuisance, or creates unreasonable smoke, dust, noise, fumes, odors, vibrations or light observable off the premises.

(2) ~~(2)~~ Buildings containing more than 10,000 square feet of gross floor area will be required to mitigate the visual impacts of their size by means of design, landscaping, berming and other methods of site treatment, and must be compatible with the mass and scale of existing buildings on adjacent properties, or if there are no such buildings compatible with the mass and scale of buildings in the Town generally.

~~(Ord 1-2014)~~ \_\_\_\_\_

~~(3)~~ Buildings containing more than 25,000 square feet of gross floor area shall not be allowed. ~~(Ord 1-2014)~~

(3) ~~(4)~~ All uses shall be required to mitigate the impacts of their operations by means of landscaping, screening, site design, fencing or other methods to assure the reasonable enjoyment of adjacent property.

(4) ~~(5)~~ All outdoor storage areas must be screened by means of fencing, landscaping or other methods.

**(5) ???<sup>27</sup>**

(a) Residential uses must provide off-street parking as required by Subsection 7-3-10(C).

(b) Repealed by Ordinance 19-1999

(c) Repealed by Ordinance 19-1999

(d) Residences shall be minimum of 21 feet wide with an average roof pitch of at least 3 to 12 and a minimum eave overhang of 12 inches.

(e) Residential development shall not be located along primary roadway frontages to preserve these locations for commercial services and other businesses that rely upon visibility. <sup>28</sup>

~~(5)~~(6) Drive-in restaurants, drive-in theatres, or any other retail stores and service establishments with drive-through facilities, other than banks or pharmacies, shall not be allowed in the "GC" District.

~~(6)~~(7) Boarding and Rooming House(s) shall not be allowed in the "GC" District.

~~(7)~~(8) A Dormitory shall not be allowed in the "GC" District.

<sup>27</sup> The Town Clerk is verifying the numbering of this section, and a subsection heading may be added for clarity.

<sup>28</sup> This section will be revised to add specific road frontages to which it applies.

# Ridgway Municipal Code

## ~~7-3-47-3-12~~ ~~7-3-9.4~~ "I-1" LIGHT INDUSTRIAL - 1 DISTRICT

(Section enacted by Ord 6 2000)

- (A) ~~(A)~~ Intent: This district is to provide areas for light industrial uses that include offices and light manufacturing and fabrication. Additionally, this district is to provide opportunities for employment and serve as a transition from adjoining residential neighborhoods. Uses by right in this district, will be those that do not create an adverse impact on adjoining uses from lighting, noise, vibration, glare, smoke/fumes/odor, outside storage or other similar impacts. Landscaping is to be used to improve the appearance of the properties, breakup parking areas into smaller sections and generally buffer the industrial area from surrounding non-industrial uses. Work conducted on-site is to occur primarily inside buildings. Some on-site impacts may be associated with this district in the form of noise, truck traffic, and vibrations. However, these impacts must be mitigated at the property line.
- (B) Uses by Right:<sup>29</sup>
- (1) Retail - Wholesale Uses:
    - (a) Building supplies and material sales.
    - (b) Electronic and mechanical supplies.
    - (c) Industrial equipment sales or leasing.
    - (d) Office supplies, printing.
  - ~~(e) Nursery sales and storage of nursery equipment, materials -and~~
    - (e) \_\_\_\_\_ supplies.
  - (2) Services:
    - (a) Business research and development directly related to permitted uses.
    - (b) Commercial laundries and dry cleaning.
    - (c) Computer software research and development.
    - (d) Office buildings.
    - (e) Testing laboratories and associated offices.
  - (3) Manufacturing Processing and Assembly:
    - (a) Data processing.
    - (b) Fabrication of wood, ceramics, glass, metal, plastics, and plastic products; furniture, sporting goods, textiles, apparel, and accessories to any of these products.
    - (c) Manufacturing, processing and packaging of food or beverages, provided all of these operations are within enclosed buildings located further than 250 feet from the Town's existing lagoons and wastewater flume at the southwest

<sup>29</sup> DISCUSSION ITEM FOR PLANNING COMMISSION. Based on the definition of live/work dwelling added above, and other district edits and additions, do we need to add live-work as a permitted use to this district?

aspect of the Ridgway Public Works Wastewater Facility, and all ventilation intakes are on the opposite side of the building from the existing lagoons.  
(Ord 3-2012)

(4) Storage:

- (a) Storage or warehousing facilities for materials or equipment entirely within a building (except storage of materials which are prohibited from use in this district). All storage or warehouse facilities shall be accessory to a use by right.
- (b) Storage, warehousing and distribution of food or beverages, provided all of these operations are within enclosed buildings located further than 250 feet from the Town's existing lagoons and wastewater flume at the southwest aspect of the Ridgway Public Works Wastewater Facility, and all ventilation intakes are on the opposite side of the building from the existing lagoons.

(5) Other uses:

- (a) Cold storage plants.
- (b) Electronic switching stations - telephone.
- (c) Motion picture studios.
- (d) Vocational school, educational, training center.
- (e) Public utility service facilities.
- (f) Government buildings and facilities.
- (g) Accessory uses.

(C) Conditional Uses:

(1) Retail - Wholesale Uses:

- (a) Vehicle sales or leasing.
- (b) Retail sales.
- (c) Printing and publishing facilities.

(2) Manufacturing Processing and Assembly:

- (a) Assembling or manufacturing electronic instruments and devices.
- (b) Assembly of small appliances.

(3) Storage:

- (a) Repealed by Ordinance 8-2006
- (b) Storage rental units.
- (c) Outdoor storage exceeding 200% of the principal building footprint where materials are intended for on-site wholesale or retail sales. In no case shall storage exceed 900% of the principal structure's building footprint.



**Ridgway Municipal Code**

## (4) Other uses:

- (a) Contractor offices.
- (b) Electric power substations.
- (c) Small scale welding accessory to another allowed use.

## (D) Performance Standards:

- (1) All manufacturing, fabrication and repairs shall be conducted within a building unless the activity is not visible from adjoining property outside of the light industrial district within 100 yards of the district boundary.
- (2) Outdoor storage of supplies, machinery, equipment or products shall be screened from view from the adjacent street and properties.
- (3) Any outside storage of materials, equipment or supplies associated with a use by right or conditional use shall not exceed 200% of the total building footprint of the structure associated with that use except in the case where materials are intended for on-site wholesale or retail sales.
- (4) Landscaping within Setbacks and Street Rights-of-way - Where an industrial zoning district is adjacent to or across the street from a non-industrial use, additional landscaping shall be provided to buffer the industrial district from adjoining use. An applicant shall submit a detailed landscaping plan for locations within which the aforementioned conditions exist when the applicant makes a request for a building permit. The plan shall indicate location, type and species of all buffering vegetation. The landscaping plan shall also include the details of irrigation systems necessary for establishment and continued survival of all plantings. The Town shall review the landscaping plan to determine if it is in conformance with landscaped buffering standards in the Ridgway Municipal Code. Unacceptable proposals will be rejected and the building permit shall be withheld until a plan providing adequate buffering is submitted and accepted by the Town.
- (5) The maximum fence height shall be 8 feet.
- (6) Maximum Building Size Without Special Review - 5,000 square feet of gross floor area. Buildings containing more than 5,000 square feet of gross floor area will be required to mitigate the visual impacts of their size by means of design, landscaping, berming and other methods of site treatment. Buildings must be compatible with the mass and scale of existing buildings on adjacent properties, or if there are no such buildings, compatible with the mass and the scale of buildings in the Town generally. In no case, shall buildings exceed 5,000 square feet of building footprint.
- (7) Fencing, parking and storage is not allowed in the front or side setbacks along any street.
- (8) Drive-in restaurants, drive-in theatres, or any other retail stores and service establishments with drive-through facilities shall not be allowed in the "I-1" District.
- (9) Applicants shall submit an Industrial Use Mitigation Report that details how the proposed use will conform to the following criteria. Mitigation measures shall include, at a minimum, a combination of site design, building setbacks, landscaping and screening, to minimize noise, odor, glare, vibration or lighting from emanating beyond the property boundaries in a manner that is not in conformance with these or other town regulations. An application that fails to address each of the following items or that inadequately

addresses these items shall be deemed incomplete and no permits shall be issued until all criteria have been addressed.

- (a) Additional Studies. The applicant shall complete or provide funding for completion of studies by qualified personnel that the Town deems necessary to quantify and to develop recommendations for abating impacts directly associated with the proposed use.
  - (b) Dust and Fly Ash. No solid or liquid particles shall be emitted in such a ~~—~~quantity as to be readily detectable at any point along lot lines or as to produce a ~~—~~public nuisance or hazard beyond lot lines.
  - (c) Electrical Disturbance or Interference. No use shall:
    - (i) Create any electrical disturbance that adversely affects any ~~—~~operations or ~~—~~equipment other than those of the creator of such ~~—~~disturbance, or
    - ~~(ii)~~ ~~—~~Otherwise cause, create, or contribute to the interference with electrical signals (including television and radio broadcasting transmissions) to the extent that the operation of any equipment not owned by the creator of such disturbance is adversely affected.
  - (d) ~~—(d)~~ Exterior Lighting. ~~—~~All exterior lighting shall conform to Chapter 6 Section 5 ~~—~~of the Town of Ridgway Municipal Code titled "Outdoor Lighting Regulations".
  - (e) ~~—(e)~~ Fire and Explosion. No fire or explosive hazard shall exist such as to produce dangerous exposure to adjacent property.
- 
- (f) ~~—(f)~~ Glare. No direct or reflected glare shall be detectable at any Light Industrial ~~—~~District boundaries.
  - (g) ~~—(g)~~ Hazardous Waste. Hazardous waste shall be those substances as defined by Federal, State or local regulations. The disposal, treatment, bulking or handling (hereinafter collectively called treatment) of hazardous waste within the municipal limits of the Town of Ridgway shall be permitted only when such waste is generated within the Town of Ridgway. Any such treatment shall be prohibited except in conformance with all applicable Federal, State or local regulations governing hazardous waste. The temporary storage of hazardous waste other than for treatment is permitted only when it is used, manufactured or generated as a waste as part of an industrial, manufacturing or laboratory process that takes place within the Town of Ridgway. ~~—~~In this circumstance, hazardous waste shall be inventoried and stored inside a building with an impermeable floor and otherwise handled in strict conformance with all applicable Federal, State and local regulations. The records pertain to such inventory and storage shall be open to authorized personnel of the Town of Ridgway and/or the Ridgway Fire Department upon reasonable request.

### Ridgway Municipal Code

- (h) ~~\_\_\_\_\_ (h)~~ Heat. No direct or reflected heat that is dangerous or discomforting shall be detectable at any Light Industrial District boundaries.
- (i) Landscaping. A landscaping plan setting forth type, size, location of all plant types and species shall be submitted in conformance with the landscaping standards Section 6-1-11 of the Town of Ridgway Municipal Code. The design of the landscaping plan shall adequately buffer the light industrial use from adjacent surrounding non-light industrial zone districts and breakup any parking area more than 25 spaces to avoid the appearance of large areas of parking.
- (j) Noise. No persistent noise shall be detectable beyond the property line in excess of the values identified in the following table:

Zoning of Lot Where Use Is located	Zoning of Adjacent Lot			
	All Residential Zone Districts	General Commercial District	Industrial-1 District	Industrial-2 District

(i) ~~\_\_\_\_\_~~ <sup>30</sup>

Zoning of lot where use is located	Zoning of Adjacent Lot			
	All Residential Zone Districts	General Commercial District	Industrial- 1 District	Industrial- 2 District
Industrial-1 District	50	55	60	65
Industrial-2 District	50	60	65	70
All of the above levels are measured in decibels dB(A).				

~~(i)(ii)~~ (ii) Impact noises are sounds that occur intermittently rather than continuously. Impact noises generated by sources that do not operate more than one minute in any hour are permissible up to a level of 10 dB(A) in excess of the figures listed in the table above, except that this higher level of permissible noise shall not apply from 7:00 pm to 7:00 am when the adjacent lot is zoned residential. The impact noise shall be measured using the fast response of the sound level meter.

~~(ii)(iii)~~ (iii) Noise resulting from temporary construction activity that occurs between 7:00 am and 7:00 pm shall be exempt from the requirements of this section.

~~(iii)(iv)~~ (iv) Noise shall be measured on a decibel or sound level meter. Noise level shall be measured at a point located within a street or public right-of-way in the town and a distance of at least 25 feet from the noise source; and/or at the common property line of the

<sup>30</sup> The Town Clerk is confirming the numbering of this subsection, and a subsection heading may be added for clarity.

property on which the noise source is located and the adjacent property.

~~(iv)~~(v) ~~\_\_\_\_\_~~ ~~(v)~~ No use in the light industrial zone districts may generate noise that tends to have an annoying or disruptive effect upon uses outside the immediate space occupied by the use if that use is one of several located on the lot or uses located on adjacent lots.

~~(v)~~(vi) The table above establishes the maximum permissible noise levels for the I-1 and the I-2 Zone Districts. Measurements shall be taken at the boundary line of the lot where a particular use is located, and, as indicated, the maximum permissible noise levels vary according to the zoning of the lot adjacent to the lot on which subject use is located.

~~(k)~~ ~~\_\_\_\_\_~~ ~~(i)~~ Odor.

~~(vi)~~(i) For purposes of this section, the "odor threshold" is defined as the minimum concentration in a year of a gas, paper or particulate matter that can be detected by the olfactory systems of a healthy observer.

~~(ii)~~ No use in the I-1 or I-2 Districts may generate any odor that reaches the odor threshold measured at:

~~(a)~~ ~~The the~~ outside boundary of the immediate space occupied by the enterprise generating the odor.

~~(vii)~~(ii) ~~\_\_\_\_\_~~ ~~(b)~~ ~~The (if there is more than one enterprise in the structure)~~ or the lot line (if the enterprise generating the odor is the only enterprise located on a lot).<sup>31</sup>

~~(4)~~(l) ~~(4)~~ Off-site Impacts. Off-site impacts that directly result from the proposed use ~~\_\_\_\_\_~~ shall be abated. The Town of Ridgway reserves the right to require an ~~\_\_\_\_\_~~ independent evaluation of off-site impacts including recommendations about ~~\_\_\_\_\_~~ mitigation measures.

~~(4)~~(m) ~~(m)~~ Radioactivity. No operation shall be permitted which causes radioactivity in ~~\_\_\_\_\_~~ violation any applicable Federal, State or local regulation.

~~(m)~~(n) ~~(n)~~ Smoke. For purposes of determining the density of equivalent opacity of smoke, Ringlemann chart, as adopted and published by the United States Department of Interior, Bureau of Mines Information Circular 8333 May 1967, shall be used. The Ringlemann number referred to in this Section refers to the number of the area of the Ringlemann Chart that coincides most nearly with the visual density of equivalent opacity of the omission of smoke observed. For example, a reading of Ringlemann No. 1 indicates a twenty percent density of the smoke observed. No smoke shall be permitted in such quantity as to

<sup>31</sup> This section has been reformatted for clarity and to simplify document numbering.

## Ridgway Municipal Code

become a nuisance nor shall it be detectable at any property boundaries. All measurements shall be taken at the point of emission of the smoke. In the I-1 District, no use may emit from a tent, stack, chimney or combustion process any smoke that exceeds a density or equivalent capacity of Ringlemann No. 1, except that any emission that does not exceed a density or equivalent capacity of Ringlemann No. 2 is permissible for a duration of not more than four minutes during any eight hour period if the source of such emission is not located within 250 feet of a residential district.

~~(h)(o)~~ ~~(h)~~ Vehicular Traffic. Traffic to and from the site shall not overload or damage \_\_\_\_\_ street -systems -to or from -the site. Verification of -this -provision -shall -be a \_\_\_\_\_ confirmed by an independent traffic analysis conducted by properly qualified \_\_\_\_\_ individuals.

~~(p)~~ Vibration. No -inherent and -recurrently generated -vibration -shall -be perceptible, without -instruments, at any point along in the boundary line of the property on which the use is located. Where more than one use is located on a property, then this standard shall also be measured along any wall of any other \_\_\_\_\_

~~(h)(p)~~ building on the property.

~~(q)~~ Waste -Disposal. Liquid and solid waste disposal and -water service shall ~~(p)(q)~~ comply with all \_\_\_\_\_ pertinent Federal, State and local regulations.

~~(q)(r)~~ ~~(r)~~ Observations shall be made as described in the applicable subsection above. In the event that the point of measurement is not defined or if there is more than \_\_\_\_\_ one use on the property, measurements shall be taken at the property line of the \_\_\_\_\_ lot on which the use is located if it is the only use on the lot, or at the exterior of \_\_\_\_\_ the building in which the use is located is more than one use exist on the same \_\_\_\_\_ site. \_\_\_\_\_

### ~~7-3-57-3-13~~ ~~7-3-9.5~~ **"I-2" LIGHT INDUSTRIAL - 2 DISTRICT.**

~~(Section enacted by Ord 6-2000)~~

(A) ~~(A)~~ Intent: This district is similar to the I-1 Light Industrial District but will allow more intensive uses. Uses by right in this district, will be those that do not create an adverse impact on adjoining uses from lighting, noise, vibration, glare, smoke/fumes/odor, outside storage or other similar impacts. Landscaping is to be used to improve the appearance of the properties, breakup parking areas into smaller screened sections and generally buffer the industrial area from surrounding non-industrial uses. Work conducted on-site may occur outside of buildings. Some on-site impacts may be associated with this district in the form of noise, truck traffic, and vibrations. However, these impacts must be mitigated at the property line.

(B) Uses by Right:

(1) Retail - Wholesale Uses:

- (a) Vehicle sales or leasing.
- (b) Building supplies and material sales.
- (c) Electronic and mechanical supplies.
- (d) Industrial equipment sales or leasing.
- (e) Agricultural equipment sales or leasing.
- (f) Office supplies.
- (g) Nursery sales and storage of nursery equipment, materials and supplies.

(2) Services:

- (a) Business research and development directly related to permitted uses.
- (b) Commercial laundries and dry cleaning.
- (c) Computer software research and development.
- (d) Office buildings.
- (e) Testing laboratories and associated offices.
- (f) Veterinary hospitals.
- (g) Animal kennels or boarding facilities.

(3) Manufacturing Processing and Assembly:

- (a) Assembling or manufacturing electronic instruments and devices.
- (b) Assembly of small appliances.
- (c) Data processing.
- (d) Fabrication of wood, ceramics, glass, metal, plastics, and plastic products; furniture, sporting goods, textiles, apparel, and accessories to any of these products.
- (e) Outdoor manufacturing, assembly or fabrication.
- (f) Manufacturing, processing and packaging of food or beverages, provided all of these operations are within enclosed buildings located further than 250 feet from the Town's existing lagoons and wastewater flume at the southwest aspect of the Ridgway Public Works Wastewater Facility, and all ventilation intakes are on the opposite side of the building from the existing lagoons.

(4) Storage:

- (a) Storage or warehousing facilities for materials or equipment entirely within a building (except storage of materials which are prohibited from use in this district).
- (b) Outdoor storage of supplies, machinery, equipment or products.

### **Ridgway Municipal Code**

- (c) Storage rental units.
- (d) Storage, warehousing and distribution of food or beverages, provided all of these operations are within enclosed buildings located further than 250 feet from the Town's existing lagoons and wastewater flume at the southwest aspect of the Ridgway Public Works Wastewater Facility, and all ventilation intakes are on the opposite side of the building from the existing lagoons.

**(5) Other Uses:**

- (a) Carwash.
- (b) Automotive repair shop, body shops, paint shops.
- (c) Truck repair shop.
- (d) Recycling of metals, paper, plastic or automotive oil.
- (e) Cold storage plants.
- (f) Contractor construction yards.
- (g) Electronic switching stations - telephone.
- (h) Motion picture studios.
- (i) Motor or railroad freight depots.
- (j) Welding and welding shops.
- (k) Printing or publishing facilities.
- (l) Vocational school, educational, training center.
- (m) Public utility service facilities.
- (n) Government buildings and facilities.
- (o) Accessory uses.

**(C) Conditional Uses:**

**(1) Retail and Wholesale Uses:**

- (a) Retail sales.

**(2) Manufacturing Processing and Assembly:**

- (a) Manufacturing of products that involves use of toxic or hazardous materials or materials that are potentially detrimental because of latent explosion danger or radiation, or which endanger surrounding uses.
- (b) Manufacturing or fabrication that requires state or federal permits of any kind and that are uses by right.

**(3) Storage:**

- (a) Repealed by Ord 8-2006

- (b) Storage of any materials that pose a danger to surrounding uses such as potential radiation or explosion, or for any other reason.

(D) Performance Standards:

- (1) All manufacturing, fabrication and repairs shall be conducted within a building unless the activity is not visible from an adjacent right-of-way or adjoining property outside of the light industrial district.
- (2) The maximum fence height shall be 8 feet.

~~(3)~~ Buildings containing more than 5,000 square feet of gross floor area will be required to mitigate the visual impacts of their size by means of design, landscaping, berming and other methods of site and architectural design treatments. Buildings must be compatible with the mass and scale of existing buildings on adjacent properties, or if there are no such buildings, compatible with the mass and the scale of buildings in the Town generally. In no case, shall buildings exceed 12,500 square feet of building footprint. ~~(Ord 1 2014)~~

- (3) Street frontages and street side yards are to be fully landscaped from the curb to the building.
- (4) Fencing, parking and storage shall not exist in front and street side yard setbacks.

- (5) ~~(5.5)~~ Drive-in restaurants, drive-in theatres, or any other retail stores and service establishments with drive-through facilities shall not be allowed in the I-2 District.

- (6) Applicants shall submit an Industrial Use Mitigation Report that details how the proposed use will conform to the following criteria. Mitigation measures shall include, at a minimum, a combination of site design, building setbacks, landscaping and screening, to minimize noise, odor, glare, vibration or lighting from emanating beyond the property boundaries in a manner that is not in conformance with these or other town regulations. An application that fails to address each of the following items or that inadequately addresses these items shall be deemed incomplete and no permits shall be issued until all criteria have been addressed.

- (a) Additional Studies. The applicant shall complete or provide funding for completion of studies by qualified personnel that the Town deems necessary to quantify and to develop recommendations for abating impacts directly associated with the proposed use.

- (b) Dust and Fly Ash. No solid or liquid particles shall be emitted in such a quantity as to be readily detectable at any point along lot lines or as to produce a public nuisance or hazard beyond lot lines.

- (c) ~~(e)~~ Electrical Disturbance or Interference. No use shall:

- (i) ~~(i)~~ Create any electrical disturbance that adversely affects any operations or equipment other than those of the creator of ~~such~~ disturbance, or
- (ii) Otherwise cause, create, or contribute to the interference with electrical signals (including television and radio broadcasting



### Ridgway Municipal Code

transmissions) to the extent that the operation of any equipment not owned by the creator of such disturbance is adversely affected.

- (d) Exterior Lighting. All exterior lighting shall conform to Chapter 6 -Section 5 of the Town of —Ridgway Municipal Code titled "outdoor lighting regulations"—."
  - (e) ~~(e)~~—Fire and Explosion. No fire or explosive hazard shall exist such as to produce dangerous exposure to adjacent property.
  - (f) ~~(f)~~—Glare. No direct or reflected glare shall be detectable at any Light Industrial District boundaries.
- 
- (g) ~~(g)~~—Hazardous waste. Hazardous waste shall be those substances as defined by Federal, State or local regulations. The disposal, treatment, bulking or handling (hereinafter collectively called treatment) of hazardous waste within the municipal limits of the Town of Ridgway shall be permitted only when such waste is generated within the Town of Ridgway. Any such treatment shall be prohibited except in conformance with all applicable Federal, State or local regulations governing hazardous waste. The temporary storage of hazardous waste other than for treatment -is permitted only when it is used, manufactured or generated as a waste as part of an industrial, manufacturing or laboratory process that takes place within the Town of Ridgway. In this circumstance, hazardous waste shall be inventoried and stored inside a building with an impermeable floor and otherwise handled in strict conformance with all applicable Federal, State and local regulations. The records pertaining to such inventory and storage shall be open to authorized personnel of the Town of Ridgway and/or the Ridgway Fire Department upon reasonable request. \_\_\_\_\_
- 
- (h) ~~(h)~~—Heat. No direct or reflected heat that is dangerous or discomforting shall be detectable at any Light Industrial District boundaries.
  - (i) —Landscaping. A landscaping plan setting forth type, size, location of all plant types and species shall be submitted in conformance with the landscaping standards Section 6-1-11 of the Town of Ridgway Municipal Code. The design of the landscaping plan shall adequately buffer the light industrial use from adjacent surrounding non-light industrial zone districts and breakup any parking area more than 25 spaces to avoid the appearance of large areas of parking.
  - (j) Noise. No persistent noise shall be detectable beyond the property line in excess of the values identified in the following table:

---

~~(i)~~

(i) ??<sup>32</sup>

Zoning of Lot Where Use Is/lot where use is located	Zoning of Adjacent Lot			
	All Residential Zone Districts	General Commercial District	Industrial- 1 District	Industrial- 2 District
Industrial-1 District	50	55	60	65
Industrial-2 District	50	60	65	70

~~(ii)~~ All of the above levels are measured in decibels dB(A).

~~(i)~~(ii) Impact noises are sounds that occur intermittently rather than continuously. Impact noises generated by sources that do not operate more than one minute in any hour are permissible up to a level of ten (10) dB(A) in excess of the figures listed in the table above, except that this higher level of permissible noise shall not apply from 7:00 pm to 7:00 am when the adjacent lot is zoned residential. The impact noise shall be measured using the fast response of the sound level meter.

~~(ii)~~(iii) ~~\_\_\_\_\_~~ ~~(iii)~~ Noise resulting from temporary construction activity that occurs between 7:00 am and 7:00 pm shall be exempt from the requirements of this section.

~~(iii)~~(iv) ~~\_\_\_\_\_~~ ~~(iv)~~ Noise shall be measured on a decibel or sound level. Noise level shall be measured at a point located within a street or public right-of-way in the town and a distance of at least 25 feet from the noise source; and/or at the common property line of the property on which the noise source is located and the adjacent property.

~~(iv)~~(v) ~~\_\_\_\_\_~~ ~~(v)~~ No use in the light industrial zone districts may generate noise that tends to have an annoying or disruptive effect upon uses outside the immediate space occupied by the use if that use is one of several located on the lot or uses located on adjacent lots.

~~(vi)~~ ~~\_\_\_\_\_~~ ~~(vi)~~ The table above establishes the maximum permissible noise levels for the I-1 and the I-2 Zone Districts. Measurements shall be taken at the boundary line of the lot where a particular use is located, and, as indicated, the maximum permissible noise levels vary according to the zoning of the lot adjacent to the lot on which subject use is located.

---

<sup>32</sup> The Town Clerk is confirming the numbering of this subsection, and a subsection heading may be added for clarity.

## Ridgway Municipal Code

~~(k)~~ Odor.

~~(v)~~~~(i)~~ For purposes of this section, the "odor threshold" is defined as the minimum concentration in a year of a gas, paper or particulate matter that can be detected by the olfactory systems of a healthy observer.

~~(ii)~~ No use in the I-1 or I-2 Districts may generate any odor that reaches the odor threshold measured at:

~~(a)~~ The ~~the~~ outside boundary of the immediate space occupied by the enterprise generating the odor.

~~(vi)~~~~(ii)~~ ~~(b)~~ (odor if there is more than one enterprise in the structure) or The lot line (if the enterprise generating the odor is the only enterprise located on a lot).<sup>33</sup>

~~(k)~~~~(l)~~ ~~(i)~~ Off-site Impacts. Off-site impacts that directly result from the proposed use shall be abated. The Town of Ridgway reserves the right to require an independent evaluation of off-site impacts including recommendations about mitigation measures.

~~(h)~~~~(m)~~ ~~(m)~~ Radioactivity. No operation shall be permitted which causes radioactivity in violation any applicable Federal, State or local regulation.

~~(m)~~~~(n)~~ ~~(n)~~ Smoke. For purposes of determining the density of equivalent opacity of smoke, Ringlemann Chart, as adopted and published by the United States Department of Interior, Bureau of Mines Information Circular 8333 May 1967, shall be used. The Ringlemann number referred to in this section refers to the number of the area of the Ringlemann Chart that coincides most nearly with the visual density of equivalent opacity of the omission of smoke observed. For example, a reading of Ringlemann No. 1 indicates a 20 percent density of the smoke observed. No smoke shall be permitted in such quantity as to become a nuisance nor shall it be detectable at any property boundaries. All measurements shall be taken at the point of emission of the smoke. In the I-2 District, no use may emit from a tent, stack, chimney or combustion process any smoke that exceeds a density or equivalent capacity of Ringlemann No. 2, except that and emission that does not exceed a density or equivalent capacity of Ringlemann No. 2 is permissible for a duration of not more than four minutes during any eight hour period if the source of such emission is not located within 500 feet of a residential district.

~~(n)~~~~(o)~~ ~~(o)~~ Vehicular Traffic. Traffic to and from the site shall not overload or damage street systems to or from the site. Verification of this provision shall be a confirmed by an independent traffic analysis conducted by properly qualified individuals.

<sup>33</sup> This subsection has been reformatted for clarity and to simplify document numbering.

~~(p)~~(p) ~~(p)~~—Vibration. No inherent and recurrently generated vibration shall be perceptible, without instruments, at any point along in the boundary line of the property on which the use is located. Where more than one use is located on a property, then this standard shall also be measured along any wall of any other building on the property.

~~(q)~~(q) ~~(q)~~—Waste Disposal. Liquid and solid waste disposal and water service shall comply with all pertinent Federal, State and local regulations.

~~(r)~~(r) ~~(r)~~—Observations shall be made as described in the applicable section above. In the event that the point of measurement is not defined or if there is more than one use on the property, measurements shall be taken at the property line of the lot on which the use is located if it is the only use on the lot, or at the exterior of the building in which the use is located if more than one use exist on the same site.

#### 7-3-14 UNCOMPAHGRE RIVER OVERLAY DISTRICT.

~~(A)~~(A) Purpose and Intent: The purpose of the UROD is to promote the public health, safety and welfare of the citizens of the Town of Ridgway. The Town shall use the UROD to implement goals, policies and action items in the Town of Ridgway’s Land Use Plan; preserve, improve and protect the river corridor as a Town amenity; regulate buildings and structures to maximize access to the Uncompahgre River and view corridors along the Uncompahgre River; utilize design and development techniques that avoid, minimize and mitigate impacts to the natural environment; and ensure aesthetic and ecological qualities of the river corridor continue to be a community asset.

~~(B)~~(B) — ~~(B)~~ Applicability: The provisions and regulations of this Section 7-3-9.6 shall apply to all land within the Town of Ridgway Official Zoning Map included as part of the UROD; and as defined within these regulations. The provisions of this Section 7-3-9.6 shall apply in addition to the applicable requirements of the underlying zoning district, the Flood Plain Management Regulations in Ridgway Municipal Code Chapter 6-2, and other regulations of the Town. When the standards of this UROD conflict with any other provision of the Ridgway Municipal Code, the more stringent limitation or requirement shall apply. Within the UROD, all land use activity, development, redevelopment, renovation, and/or change in use requiring a building, development, or other land use permit (for the purposes of this Section of the Ridgway Municipal Code shall be defined as “Development”) are subject to the provisions of this Section 7-3-9.6.

~~(C)~~(C) — ~~(C)~~ Uses by Right: Uses permitted by the underlying zoning district are allowed unless specifically prohibited, provided that the use complies with this Section 7-3-9.6, and provided any Development complies with this Section 7-3-9.6.

~~(D)~~(D) — ~~(D)~~ Conditional Uses: All conditional uses allowed within the underlying zoning district may be permitted upon approval in accordance with Section 7-3-14, and provided any Development complies with this Section 7-3-9.6.

## Ridgway Municipal Code

~~(H)(E)~~ ~~(E)~~ Development between 25 and 75 feet:

- (1) ~~(1)~~ Development between 25 and 75 feet from the High-Water Mark shall be reviewed in accordance with Section 7-3-14, as a conditional use. In addition to the review criteria under Section 7-3-14, the following shall also apply:
  - (a) ~~(a)~~ All of this Section 7-3-9.6.
  - (b) ~~(b)~~ The applicant shall provide an Ecological Characterization Study in accordance with Subsection 7-3-9.6(G) which concludes that any adverse impacts to the river environment with the proposed Development can be mitigated, and the applicant shall incorporate the mitigation into the development plan and construct the mitigation with the Development.
  - (c) ~~(c)~~ Special consideration for Development shall be given so as to not deprive reasonable use of any land within the UROD.

~~(J)(F)~~ ~~(F)~~ Performance Standards:

- (1) ~~(1)~~ Setback: All Development must be setback a minimum of 75 feet from the High-Water Mark, unless approved as a Conditional Use as further set forth under Subsection 7-3-9.6 (D) and (E).
- (2) ~~(2)~~ Public Access:
  - (a) ~~(a)~~ If any proposed or existing trail, path or public access area as described in the Town's Land Use Plan or Parks and Trails Map, as amended from time to time and including the Uncompahgre RiverWay Trail, traverses a parcel proposed for Development, the Town may require as a condition of Development approval, dedication of a bicycle/pedestrian trail easement and/or public access easement benefiting the Town of Ridgway. The preferred dedication is for a 10 foot wide bicycle/pedestrian public access trail easement. However, in reviewing the proposed site plan, the Town shall evaluate the nature and extent of the proposal and the proportionality between the proposal and the dedication and may determine that the 10 foot dedication is appropriate or may reduce the dedication based on the proportionality assessment. The Town may also take into consideration whether and to what extent there are existing easements over the subject property, which provide the same functions of the required public access trail easements. Any trail easements shall be located at, or above, the High-Water Mark or abutting a public right of way. In lieu of a trail dedication, other trail locations that provide for connectivity to existing or future trails, and are made accessible to the public through a dedicated public access easement, may be approved by the Town.

- (b) ~~(b)~~ As a condition of Development approval, if any proposed or existing trail, path or public access area as described in the Town's Land Use Plan or Parks and Trails Map, as amended from time to time and including the Uncompahgre RiverWay Trail, does not traverse a parcel proposed for Development, the Town shall not seek a dedication of bicycle/pedestrian trail easement and/or public access easement benefiting the Town of Ridgway. However, parcels within the UROD are encouraged to provide public access to the Uncompahgre River including clearly defined access points to public trail segments. "Access" refers to the provision of access from a public right-of-way to a publicly accessible trail or path and/or to the water's edge of the Uncompahgre River.

(3) Design Guidelines and Standards:

- (a) These Design Guidelines and Standards under this Subsection 7-3-9.6(D)(3) shall apply to all Development within the UROD, with the exception of single-family and duplex residential buildings.
- (b) Site Planning:
  - (i) Existing or historic drainage ways shall be accommodated with the development plan.
  - (ii) Discharge of storm water directly into the river is prohibited. Use of landscaped/grassed catchment areas and similar design features shall be used for managing, controlling and filtering parking lot and site drainage.
  - (iii) Outdoor common areas, seating and/or dining is recommended on the river side of the building.
  - (iv) A visible and accessible public entrance from the side of the property facing the Uncompahgre River is encouraged for commercial properties that are open to the public.
- (c) Parking and Loading:
  - (i) Parking and loading shall be sited to provide the least visual impact from public rights-of-way, including the Uncompahgre River corridor.
  - (ii) Trees shall be incorporated to provide parking lot shading. Bollard and/or street lighting shall be used to provide lighting at critical access points.
  - (iii) Site parking shall include bike racks and areas for parking strollers and other non-motorized vehicles near the main entrance to the primary building(s) and should have a logical connection to on-site non-motorized access routes.
- (d) Mass, Scale, Architectural Design and Materials:
  - (i) Total building façade length shall be less than 50 feet in length parallel to the river.
  - (ii) Buildings shall avoid monolithic shapes and surfaces by incorporating solids and voids, changes in color, pattern, texture and materials at

### Ridgway Municipal Code

minimum along the primary façade and the façade along the linear frontage of the river.

- (iii) Use of naturally-derived materials, such as stone, wood and innovative materials such as metal, or high-quality environmentally friendly wood-alternative decking and siding, shall be required.

(e) Screening and Buffers:

~~(e)~~(f) All parking areas, outside trash receptacles, large utility boxes, mechanical systems and other unattractive views shall be screened with landscaping from public rights-of-way, including the Uncompahgre River corridor. Screening is not required where access is necessary but shall be screened with a gate where feasible. The purpose of screening and buffers is to promote the public health safety and welfare to conserve views along the Uncompahgre River corridor, and to improve the visual appearance along the river.

~~(f)~~(g) ~~(f)~~ Exceptions to these Design Guidelines and Standards may be pursued through the variance process pursuant to Section 7-3-16.

(G) ~~(G)~~ Submittal Requirements:

These submittal requirements are in addition to the underlying zoning district submittal requirements for the type of land use activity or development proposed. The following information must be completed and included in all applications for development or land use activity:

~~(4)~~(1) ~~(1)~~ A development plan showing compliance with the Performance Standards listed in Subsection 7-3-9.6(F).

~~(5)~~(2) ~~(2)~~ Survey map including: property boundaries, the location of the High-Water Mark and 75 foot setback. In the event the identification or location of the High-Water Mark is disputed by the Town, the Town may hire a professional experienced in the identification of a High-Water Mark, to survey the High-Water Mark, and charge the cost of each survey to the Property Owner.

~~(6)~~(3) ~~(3)~~ In addition to the above, Development applicants seeking a Conditional Use in accordance with Subsection 7-3-9.6(D) and (E) are required to submit an Ecological Characterization Study completed by a professional qualified in the areas of ecology, wildlife biology or other relevant discipline. The Ecological Characterization Study shall describe, without limitation, the following:

- (a) ~~(a)~~ The boundary of wetlands and riparian areas and a description of the ecological functions and characteristics provided by those wetlands and riparian areas;
- (b) ~~(b)~~ The pattern, species and location of any significant native trees and other native site vegetation;

- (c) ~~(e)~~—The pattern, species and location of any significant non-native trees and non-native site vegetation that contribute to the site’s ecological, shade, canopy, aesthetic and cooling value;
- (d) ~~(d)~~—The top of bank, the 25 foot setback and High-Water Mark of any perennial stream or body of water on the site;
- (e) ~~(e)~~—The wildlife use of the area showing the species of wildlife using the area, the times or seasons that the area is used by those species and the “value” (meaning feeding, watering, cover, nesting, roosting, perching) that the area provides for such wildlife species;
- (f) ~~(f)~~—Special habitat features;
- (g) ~~(g)~~—Wildlife movement corridors;
- (h) ~~(h)~~—The general ecological functions provided by the site and its features;
- (i) ~~(i)~~—Any issues regarding the timing of Development-related activities stemming from the ecological character of the area; and
- (j) ~~(j)~~—Any measures needed to mitigate the projected adverse impacts of the development project on natural habitats and features along the Uncompahgre River corridor.

~~(H)~~—~~(H)~~ Exempt Uses and Activities:

The following uses and activities are exempt from these regulations, including the Performance Standards of Subsection 7-3-9.6(F) and the Submittal Requirements of Subsection 7-3-9.6(G), provided plans and specifications are approved by the Town, and all local, state and federal permitting is approved.

~~(7)~~(1)—~~(1)~~—Public improvements essential for public health and safety, installed by, and/or approved by the Town, including but not limited to: public utility buildings, facilities, systems and accessory structures;

~~(8)~~(2)—~~(2)~~—Public improvements such as: pedestrian and automobile bridges, trails and recreational amenities installed by, and/or approved by the Town;

~~(9)~~(3)—~~(3)~~—Irrigation, drainage, flood control or water diversion structures installed by, and/or approved by the Town; and



**Ridgway Municipal Code**

~~(10)(4)~~ ~~(4)~~ Bank stabilization, river restoration and planting of native vegetation installed by, and/or approved by the Town.

~~(11)(5)~~ ~~(5)~~ Notwithstanding Section 7-3-15 of the Code, any Development (as defined in Section 7-3-9.6(B)) related to any structure within the UROD that was legally conforming prior to the date of adoption of this Section, so long as such Development does not expand the building footprint of the structure and is in compliance with all other Town regulations.

**7-3-15 DIMENSIONAL & OFF-STREET PARKING REQUIREMENTS.**

~~(K)(A)~~ (A) Tabulated Requirements for Uses by Right (All Dimensions in Feet or Square Feet Unless Noted Otherwise).

<u>Minimum Lot</u>				<u>Minimum Setbacks</u>				<u>Max.</u>	
*****									
District	Use	Width	Size	Max.Lot Coverage %	Front	Rear*	Side	Side on Corner Lot	Structure Height*****
R	All	50	10,000	40	15	8	8	7.5	27
HR	Single Family	50	5,000	50	15	8	8	7.5	27
All Others	50+25/DU Over 1st DU	5,000 + 3,000/DU		50	15	8	8	7.5	35
HB	All	25	NA	NA	***	8	***	***	35
GC	All	30	5,000	50	15	8	8	7.5	27**
FD	All	50	35 ac.	NA	15	8	8	8	27
I-1	All	50	6,000	50%	15	8	8	8	30 (Ord 6 2000)
I-2	All	50	6,000	50%	15	8	8	8	30***** (Ord 6 2000) (Ord 8 2017)
DS	All	50	5,000	50%	15	8	8	7.5	27 (Ord 6 2002)

\* When the rear lot line abuts an alley, the setback shall be two (2) feet.

\*\* 35' height may be allowed if approved as a conditional use.

\*\*\* These setbacks shall be determined as follows:

(1) The setback shall be 8 feet, unless snow and drainage from the roof is effectively directed away from the abutting property, in which case the setback can be as little as 4 feet.

(Ord 2 2005)

~~(2) In those instances where snow and drainage is effectively directed away from the abutting property, and the foundation and wall of the structure are constructed so that a wall and foundation of a building on an abutting lot can be built up to, or abutting the property line, the setback can be eliminated.~~  
~~(Ord 2 2005)~~

~~(3) In buildings with three stories above ground, the third story shall be subject to a 15 foot front setback, and an 8 foot side setback for those sides facing a public street, in addition to other applicable setbacks as provided above. The third story setbacks as provided herein may be reduced or eliminated where design of the third story provides architectural features that are aesthetically attractive to provide visual relief and contrast as an alternative to monolithic three story facade surfaces. For purposes of this provision, such features include, but are not limited to, integration of third stories into roof lines, multiple roof lines and angles, windows, doors and balconies, and fenestration and facade designs that make a distinction between upper and lower floors, such as horizontal banding and varied building materials.~~  
~~(Ord 2 2005)~~

~~(4) Any reduction of the setbacks as specifically provided in these Subsections (1), (2) and (3) shall be determined by the Town Planning Commission, pursuant to consideration of the criteria as set forth herein and in accordance with the review procedures as set forth in Subsection 7 3 18.~~  
~~(Ord 2 2005)~~

~~\*\*\*\* "Structure Height" shall be determined as follows for application of the limitations as set forth herein:~~

~~(1) The height of any structure shall be determined by measuring the vertical distance between the elevation of the lowest point of the natural grade abutting any exterior wall or supporting structure and the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable or a pitched or hipped roof. Structures that do not have roofs shall be measured to the height of the structure.~~

~~(2) The height of each separate terrace or step for terraced or stepped buildings shall be considered for purpose of application of these limits.~~  
~~(Ord 1 2004)~~

~~(3) Allowable building height may be increased by six (6) inches if the roof design includes raised heel trusses.~~  
~~(Ord 1 2006)~~

~~\*\*\*\*\* Lot width shall be measured at the frontage of that abutting public street which provides actual access to the lot.~~

~~LGR = Larger  
DU = Dwelling Unit~~  
~~(Ord 9 1998)~~

~~\*\*\*\*\* Commercial telecommunication antennae or towers that are located on Town owned property and that are in compliance with Ridgway Municipal Code Section 7 3 13(H) may have a structure height of up to forty (40) feet.~~  
~~(Ord 8 2017)~~

~~(B)~~

## Ridgway Municipal Code

District	Min. Lot			Max. Lot Coverage (%)	Min. Setbacks (ft)				Structure Height ****
	Use	Width (ft) ****	Size		Front	Rear*	Side	Max. Side on Corner Lot	
<b>R<sup>34</sup></b>	Single Family and Duplex	<u>50</u>	<u>6,000 sf</u>	<u>50</u>	<u>15</u>	<u>8</u>	<u>5</u>	<u>7.5</u>	<u>27</u>
	All others	<u>50</u>	<u>10,000 sf</u>	<u>40</u>	<u>15</u>	<u>8</u>	<u>8</u>	<u>7.5</u>	<u>27</u>
<b>HR<sup>35</sup></b>	Single Family and Duplex	<u>25</u>	<u>3,000 sf</u>	<u>60</u>	<u>15<sup>36</sup></u>	<u>8</u>	<u>5</u>	<u>7.5</u>	<u>27</u>
	Residential uses with three or four dwelling units	<u>35</u>	<u>5,000 sf</u>	<u>60</u>	<u>15</u>	<u>8</u>	<u>5</u>	<u>7.5</u>	<u>35</u>
	All others	<u>70</u>	<u>10,000 sf</u>	<u>50</u>	<u>15</u>	<u>8</u>	<u>8</u>	<u>7.5</u>	<u>35</u>
<b>MR<sup>37</sup></b>	Single Family and Duplex	<u>25</u>	<u>3,000 sf</u>	<u>60</u>	<u>10<sup>38</sup></u>	<u>8</u>	<u>5</u>	<u>7.5</u>	<u>35</u>
	Residential uses with three or four dwelling units	<u>35</u>	<u>4,000 sf</u>	<u>60</u>	<u>10</u>	<u>8</u>	<u>5</u>	<u>7.5</u>	<u>35</u>
	All other residential and mixed uses	<u>50</u>	<u>5,000 sf</u>	<u>60</u>	<u>10</u>	<u>8</u>	<u>5</u>	<u>7.5</u>	<u>35</u>
	Non-residential uses	<u>N/A</u>	<u>N/A</u>	<u>70<sup>39</sup></u>	<u>15</u>	<u>8</u>	<u>5</u>	<u>7.5</u>	<u>35</u>
<b>HB</b>	All	<u>25</u>	<u>NA</u>	<u>NA</u>	<u>***</u>	<u>8</u>	<u>***</u>	<u>***</u>	<u>35</u>
<b>GC</b>	All	<u>30</u>	<u>5,000sf</u>	<u>60</u>	<u>15</u>	<u>8</u>	<u>8</u>	<u>7.5</u>	<u>27**</u>

34 A 10,000 sq. ft. minimum lot size for Single Family and Duplex dwellings is very large and likely a significant contributor to lower affordability for future development in this district. If a reduced minimum lot size for all development in this district is not supported, we suggest you adopt a reduced standard applicable for lots created from 1/1/2020 forward.

35 Revised to reflect the wider variety of housing now available in this district. Lot width and lot area standards that are based on the number of dwelling units in low-scale residential uses are a major contributor to lower affordability, and have not been carried over.

36 Does the Commission want to consider reducing this to 10'? With a fairly established 15' front setback, infill and additions could then be more prominent.

37 New standards for a new zone district.

38 Would the Commission consider reducing this to 5'? Especially if the code requires parking to be out of view of the public right-of-way, this could be a good compromise.

39 This number is higher than others because the arguments for "preserving light and air for the residents" are weaker for nonresidential uses. In a small town, this is really a character control – forcing less lot coverage just means the owner has to buy more land for a given building, or build a smaller building than they intended. We can reduce it if there is good reason like to match the character of the area, otherwise it's just a barrier to investment that doesn't need to be there. Also, most non-residential uses are already conditional uses.

District	Min. Lot			Max. Lot Coverage (%)	Min. Setbacks (ft)				Structure
	Use	Width (ft) *****	Size		Front	Rear*	Side	Max. Side on Corner Lot	Height *****
<b>FD</b>	<u>All</u>	<u>50</u>	<u>35 ac.</u>	<u>NA</u>	<u>15</u>	<u>8</u>	<u>8</u>	<u>7.5</u>	<u>27</u>
<b>I-1</b>	<u>All</u>	<u>50</u>	<u>6,000 sf</u>	<u>50</u>	<u>15</u>	<u>8</u>	<u>8</u>	<u>8</u>	<u>30</u>
<b>I-2</b>	<u>All</u>	<u>50</u>	<u>6,000 sf</u>	<u>50</u>	<u>15</u>	<u>8</u>	<u>8</u>	<u>8</u>	<u>30*****</u>
<b>DS</b>	<u>All</u>	<u>50</u>	<u>5,000 sf</u>	<u>50</u>	<u>15</u>	<u>8</u>	<u>8</u>	<u>7.5</u>	<u>27</u>

\*When the rear lot line abuts an alley, the setback shall be two (2) feet.

\*\*35' height may be allowed if approved as a conditional use.

\*\*\*These setbacks shall be determined as follows:

(1) The setback shall be 8 feet, unless snow and drainage from the roof is effectively directed away from the abutting property, in which case the setback can be as little as 4 feet.

(2) In those instances where snow and drainage is effectively directed away from the abutting property, and the foundation and wall of the structure are constructed so that a wall and foundation of a building on an abutting lot can be built up to, or abutting the property line, the setback can be eliminated.

(3) In buildings with three stories above ground, the third story shall be subject to a 15 foot front setback, and an 8 foot side setback for those sides facing a public street, in addition to other applicable setbacks as provided above. The third story setbacks may be reduced or eliminated where design of the third story provides architectural features that are aesthetically attractive to provide visual relief and contrast as an alternative to monolithic three-story facade surfaces. For purposes of this provision, such features include, but are not limited to, integration of third stories into roof lines, multiple roof lines and angles, windows, doors and balconies, and fenestration and facade designs that make a distinction between upper and lower floors, such as horizontal banding and varied building materials.

(4) Any reduction of the setbacks as specifically provided in these Subsections (1), (2) and (3) shall be determined by the Town Planning Commission, pursuant to consideration of the criteria as set forth herein and in accordance with the review procedures as set forth in Subsection 7-3-18.

\*\*\*\* "Structure Height" shall be determined as follows:

(1) The height of any structure shall be determined by measuring the vertical distance between the elevation of the lowest point of the natural grade abutting any exterior wall or supporting structure and the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable or a pitched or hipped roof. Structures that do not have roofs shall be measured to the height of the structure.

(2) The height of each separate terrace or step for terraced or stepped buildings shall be considered for purpose of application of these limits.

(3) Allowable building height may be increased by six (6) inches if the roof design includes raised heel trusses.

\*\*\*\*\* Lot width shall be measured at the frontage of that abutting public street which provides actual access to the lot.

\*\*\*\*\* Commercial telecommunication antennae or towers that are located on Town owned property and that are in compliance with Ridgway Municipal Code Section 7-3-13(H) may have a structure height of up to forty (40) feet.

~~(E)~~(B) Proper dimensional requirements for conditional uses shall be determined in accordance with Subsection 7-3-14. Provided, that as a general rule, they shall be no less strict than the

## Ridgway Municipal Code

dimensional requirements specified for uses by-right in the district concerned or as specified for the use concerned in a zone in which it is a use by-right whichever is more restrictive.

(C) ???<sup>40</sup>

~~(M)~~—The following off-street parking requirements shall apply unless otherwise indicated in all districts, except the Historic Business District. The requirements for the Historic Business District are specified in Subsection 7-3-8(E)(4).

Use	Required parking spaces
(a) Residences	<u>Single Family and Duplex: 2 spaces per dwelling unit</u> <u>All Other Residential: 1 space per dwelling unit<sup>41</sup></u>
(b) Medical offices and clinics	3 spaces per examination room
(c) Hospitals	1 space for each 3 beds
(d) Pharmacies	1 space per 200 sq.ft. of customer floor space
(e) Bus stations	1 space per 400 sq.ft. gross floor area
(f) Funeral homes and mortuaries	1 space for each 6 seats in main chapel
(g) Restaurants and Lounges	1 space per 100 sq.ft. customer floor area
(h) Hotels and Motels	1 space per guest room
(i) Walk-up restaurants	1 space per 50 sq.ft. customer floor area
(j) Bowling alleys	3 spaces per lane
(k) Gas stations	4 spaces, plus 2 spaces for each enclosed auto space
(l) Beauty shops	2 spaces for each chair
(m) Industrial uses	1 space for every 2 employees on shift plus adequate visitor parking
(n) Churches	1 space for each 6 seats in main chapel
(o) Nursing homes	1 space for each 3 beds
(p) Professional office space	1 space per 300 sq. ft. gross floor area
(q) Retail establishments	1 space per 250 sq. ft. gross floor area
(r) Studio residence	1 space per unit (600 sq ft. total living area)
(s) Day care facilities not qualifying as an accessory use	1 space for each 10 children plus 1 drop off space, plus one space per staff person
(t) All other uses	1 space per 350 sq. ft. gross floor area

(1) Parking spaces shall be sized and designed in accordance with standard Town specifications and shall be a minimum of 8 feet by 20 feet in size.

(Ord 4 2007)

(2) ~~—————(3)—————~~ Maneuvering Area: Off-street parking shall provide sufficient off-street space to allow an automobile to enter, maneuver, and exit without backing onto any public

<sup>40</sup> The Town Clerk is confirming the numbering of this subsection, and a “parking” subheading may be added for clarity.

<sup>41</sup> This would mean that triplexes, fourplexes, and multi-family would only require 1 per unit. Is this something the Commission would entertain? It may be best to look at our parking regulations as a whole at a later time.

street. Backing onto alleyways is permissible except where otherwise prohibited by plat note.

- (3) ~~(Ord 4 2007)~~ (4) For purposes of this Subsection, "gross floor area" is the heated square footage of a building measured along the outside enclosing walls, excluding interior parking areas and outdoor common areas; "customer floor area" is the aggregate amount of internal floor area generally used by the public, or fifteen percent of the total floor area, whichever is greater.

~~(Ord 4 2007)~~

~~7-3-67-3-16~~ **7-3-11-PLANNED UNIT DEVELOPMENT (PUD).**

- (A) Statement of Objectives of Development: The intent of this Subsection is to encourage the development of large tracts of land in accordance with an overall development plan by providing flexibility with respect to dimensional requirements and by allowing increased densities, and to promote the purposes of the Planned Unit Development Act of 1972.
- (B) Criteria for a Planned Unit Development: A Planned Unit Development must meet the following conditions for approval:
- (1) Repealed by Ordinance 5-2000
  - (2) It shall be in general conformity with the Town's Master Plan.
  - (3) All landowners within the PUD shall consent, in writing, to the PUD.
- (C) Permitted Uses:
- (1) Golf courses and "uses by right" and "conditional uses" in the zone or zones in which the PUD is located shall be permitted when approved as part of the Planned Unit Development.
  - (2) Residences may be clustered into duplexes or ~~multi-family residences~~multifamily dwellings.
- (D) Dimensional Requirements and Densities:
- (1) The dimensional requirements, which would otherwise be required by Town Zoning Regulations, or other Town regulations for the district affected, may be deviated from in accordance with the Plan as approved, if the Town determines that such deviations will promote the public health, safety and welfare.
  - (2) The number of units allowed in a residential PUD shall be generally the same as would have been allowed without clustering, taking into account minimum lot sizes and areas which would have to be dedicated for streets and other public uses, if the property had been developed or subdivided without clustering. Provided, however, the Town may allow additional residential units if it determines that by so doing, significant public benefits will be provided which might not otherwise be available, such as significant affordable housing, public open space, public recreational amenities or off site public infrastructure improvements.
- (E) Procedures:

## Ridgway Municipal Code

~~(1)~~ Planned Unit Developments shall be reviewed in accordance with the same procedures for review of subdivisions as found in Subsection ~~7-4-5~~, 7-4-8, 7-4-9 or 7-4-10 of the Ridgway Municipal Code as applicable. The preliminary and final planned unit development plan shall comply with all requirements for a preliminary and final subdivision plat to the extent applicable. A hearing shall be held on the Planned Unit Development Plan or any substantial amendment thereto pursuant to the Review Procedure of Section 7-3-18.

~~(Ord 13-2006)~~

- (1) ~~(2)~~ Approval of a Planned Unit Development by the Town is purely discretionary. If the Town and the Applicant do not agree on all required conditions and the plan, the Town may deny approval, or the Town may unilaterally impose conditions. If the developer does not accept the conditions, that development must adhere to standard dimensional, subdivision and zoning requirements.

~~(Ord 13-2006)~~

- (F) ~~(F)~~ Required Improvements and Standards: The Planned Unit Development Plan shall provide for the construction of the same improvements required for subdivisions in Subsection ~~7-4-6~~ of the Ridgway Municipal Code and shall comply with the Design Standards of Subsection ~~7-4-7~~ of the Town's Subdivision Regulations. Fees shall be due as provided in Subsection ~~7-4-12~~ of the Town's Subdivision Regulations. Security for improvements and enforcement shall be as provided in Town Subdivision Regulations.

- (G) ~~(G)~~ Additional Requirements: In addition to the information required to be submitted on the preliminary and final plans pursuant to Town Subdivision Regulations, the Planned Unit Development Plan shall show the location, size, and number of dwelling units, proposed uses for all buildings and shall further set out the location of all proposed parking areas, streets, sidewalks, bike paths and other improvements and structures. Other information necessary to show compliance with the requirements of this Subsection shall be submitted with the Plan, where appropriate parameters, limits or specifications may be approved in lieu of exact locations, numbers and sizes.

- ~~(H)~~ ~~(H)~~ The Planned Unit Development Plan may be enforced by the Town in accordance with the provisions of Subsections 7-3-11 and 7-4-3 of the Ridgway Municipal Code or in any other lawful manner. ~~(Ord 3-2008)~~

### 7-3-17 SIGN REGULATIONS.

- ~~(A)~~ (A) Compliance Required: It shall be unlawful to erect or maintain any sign except in conformity with the requirements of this Subsection. Signs not in conformity with the provisions of this Subsection are hereby declared to be a nuisance which may be abated by the Town in any lawful manner.

- ~~(B)~~ (B) Signs Allowed Without a Permit: The following may be erected, maintained and used without a sign permit as long as they are properly maintained in accordance with the requirements of this

Paragraph (B) and Paragraph (F) and with other applicable requirements of this Subsection, State law and Town ordinances and regulations, and are not prohibited by Paragraphs (C) or (D):

- (1) ~~—————(1) Official traffic control devices, signs, and notices erected, owned and maintained by the United States, the State of Colorado, the Town of Ridgway or any of their political subdivisions for official governmental purposes.~~
- (2) ~~—————(2) Any pennant, motto, or insignia of any nation, state, political subdivisions, religious, civic, or fraternal organization, or school except devices which are used to promote business activity.~~
- (3) ~~—————(3) Works of art unless they are used to promote business activity.~~
- (4) ~~—————(4) Temporary decorations, displays and banners which are customarily displayed and associated with holidays or celebrations and banners associated with Town endorsed civic events.~~
- (5) ~~—————(5) Scoreboards, unless used to advertise business activity.~~
- (6) ~~—————(6) Public utility warning signs, construction warning signs, and signs warning of other hazards, with no sign face larger than 10 square feet in area.~~
- (7) ~~—————(7) Identification signs incidental to the use of vehicles attached to the vehicle.~~
- (8) ~~—————(8) Traffic control devices with no sign face larger than 3 square feet.~~
- (9) ~~—————(9) One or more temporary signs with an aggregate sign face area of no more than 3 square feet in the Residential and Historic Residential Zoning Districts and 16 square feet in all other zoning districts, for the premises upon which they are located.~~  
~~(Ord 2 2010)~~
- (10) ~~—————(10) One temporary sign with no sign face more than 12 square feet in area identifying a project and the contractors involved therein during the construction period.~~
- (11) ~~—————(11) One bulletin board per street frontage not over 20 square feet in area for the purpose of announcing events of civic interest, which is owned and maintained by a charitable or religious institution.~~
- (12) ~~—————(12) Memorial signs and tablets, or cornerstone signs identifying the building and its date of construction. Such signs shall be cut into masonry surface, inlaid so as to be part of the building or constructed of incombustible materials.~~



**Ridgway Municipal Code**

- (13) ~~—————(13)——~~ Temporary real estate "For Sale" or "For Rent" signs.
- (14) ~~—————(14)——~~ Signs upon vending machines, gasoline pumps, or packages of goods which relate to the contents thereof.
- (15) ~~—————(15)——~~ Temporary signs advertising Town approved civic events during the period of the event. All such signs may be erected only with the approval of the Town Council except for those displayed in Town Parks which may be approved by Town Administrative Staff. ~~—————(Ord 12 2009)——~~
- (16) ~~—————(16)——~~ Signs within buildings which are located no closer than 6 inches to any window or which are not legible from distances of 5 feet or more. ~~(Ord 2 2010)~~
- (17) ~~—————(17)——~~ Repealed by Ordinance 7-2006
- (18) ~~—————(18)——~~ Temporary signs on the Ridgway School Ball Field fence, provided they do not face Highway 62, that they are only up during baseball season, and that all such signs be controlled and administered by the Ridgway School Administration.
- (19) ~~—————(19)——~~ Signs devoted to ideological or political speech which do not exceed 10 square feet in area.

~~(K)(C)~~ ~~—————(C)——~~ Prohibited Signs and Devices: The following are hereby prohibited within the Town:

- (1) ~~—————(1)——~~ Animated or flashing signs visible outside any building.
- (2) ~~—————(2)——~~ Balloons, or pennants, or other wind-powered devices designed to attract attention, except they may be used for civic events up to a maximum of seven days.
- (3) ~~—————(3)——~~ Repealed by Ordinance 2-2010
- (4) ~~—————(4)——~~ The operation of search lights to promote business activities.

~~(L)(D)~~ ~~—————(D)——~~ Off Premise Signs Restricted: A sign may identify or advertise only that activity or use conducted upon or related to the premises upon which the sign is located except in the following circumstances:

- (1) ~~—————(1)——~~ Directional signs owned by the Town. The expense of construction and maintenance shall be charged to the businesses or organizations advertised.

- (2) ~~—————(2) Signs authorized pursuant to Subsection 7-3-12 (G).~~ ~~(Ord 2 2010)~~
- (3) ~~—————(3) Signs allowed by Paragraphs (B)(1), (4), (11), and (15).~~
- (4) ~~—————(4) Signs with a message devoted solely to ideological or political speech.~~
- (5) ~~—————(5) Tourist oriented directional signs owned and erected by the Colorado Department of Transportation pursuant to C.R.S. 43-1-420(3), which meet conditions set out in Town resolutions as in effect from time to time.~~

~~(M)(E) (E)~~ Permits:

- (1) ~~—————(1) Except for the signs specified in Subsection (B), no sign may be erected and maintained until a Sign Permit has been issued by the building official. Applications for a standard sign permit issued pursuant to this subsection 7-3-12(E) shall be submitted to the Town on forms supplied by the Town accompanied by an application fee of \$35.00. Applications for permits issued pursuant to Ridgway Municipal Code Section 7-3-12(G), for signs erected over Town-owned streets and alley rights-of-way pursuant to a revocable right-of-way permit, shall be submitted to the Town on forms supplied by the Town accompanied by an application fee of \$75.00.~~ ~~(Ord 2 2019)~~
- (2) ~~—————(2) The Building Inspector shall grant a permit only for signs which will be in compliance with the requirements of this Subsection.~~
- (3) ~~—————(3) The total sign face area of signs required to have a permit per building, other than those restricted by Subsection (6), shall not exceed the lesser of one square foot per foot of lineal street frontage of the premises abutting Town streets or 150 square feet. When more than one building is on the premises, the premises street frontage shall be allocated among the buildings accordingly. A minimum of 32 square feet of sign area shall be allowed for each separate business, as defined by lot, unit, lease, or other legally created property interest, subject to the total sign face area limitation of 150 square feet per building. Total sign face area in excess of 150 square feet shall not be allowed for any building unless approved through a Master Sign Plan applicable to that building. No single business may have a sign with any face area larger than 32 square feet.~~ ~~(Ord 7 2019)~~
- (4) ~~—————(4) A Building Permit is also required for any sign with a value over \$1,000.~~
- (5) ~~—————(5) No permit for a sign shall be allowed in the Residential Districts.~~
- (6) ~~—————(6) The total sign face area of signs required to have a permit for businesses within the Downtown Services Zoning District shall not exceed 12 square feet per business.~~

## Ridgway Municipal Code

All signs within said District shall be non-illuminated and attached to the building structures, no higher than the roof line.

~~(Ord 3 2004)~~

~~(N)~~(F) ~~(F)~~ Performance Criteria: All signs shall meet the requirements of this paragraph (F) whether a permit is required or not.

- (1) ~~(1)~~ All signs shall be maintained in good, legible and safe condition.
- (2) ~~(2)~~ No sign shall be erected or maintained which creates a traffic or other safety hazard.
- (3) ~~(3)~~ All signs shall be constructed and maintained in accordance with any applicable provisions of the Town's building codes.
- (4) ~~(4)~~ All signs shall be erected and maintained in accordance with applicable requirements of State law.
- (5) ~~(5)~~ No part of any sign shall be above the roof or parapet of the highest building on the property and no higher than 35 feet. No part of any freestanding sign shall be higher than 20 feet above finished grade.  
~~(Ord 1 2014)~~
- (6) ~~(6)~~ No sign may be erected or maintained which creates a public or private nuisance, or which unreasonably interferes with the reasonable enjoyment of the adjacent property by reason of unreasonable light, shade or other effects.
- (7) ~~(7)~~ No sign shall be larger than 32 square feet in area, except a freestanding sign with more than one business advertised may have a sign face up to 56 square feet, unless approved through a Master Sign Plan applicable to the building. No sign shall have more than 2 sign faces. No sign face on a temporary "For Sale" or "For Rent" sign shall exceed 7 square feet in area including riders. All "For Sale" signs shall be taken down when the sale of the premises is closed.

~~(Ord 7 2019)~~

~~(8)~~

- (8) Signs may be erected only on property which the sign owner has a legal right to erect such sign.
- (9) ~~(9)~~ All temporary signs must comply with the size restrictions set forth in Section 7-3-12(B)(9). Portable or wheeled signs displayed outside of buildings must be located so as to not impede with vehicular or pedestrian traffic, or create a traffic hazard or safety hazard or other nuisance, and must be removed at times when the advertised use or activity is not open for business.  
~~(Ord 2 2012)~~

(10) ~~\_\_\_\_\_ (10)~~ No more than 50% of any sign face may be internally illuminated.  
(Ord 1 2014)

(11) ~~\_\_\_\_\_ (11)~~ Materials – Signs lit with a dark-skies compliant external source are recommended over internally lit signs. A “halo” type sign, which uses solid letters with a light source behind them, illuminating the wall around the letters, are acceptable. If internally illuminated signs must be used, illumination of letters and graphics is allowed; however, illumination of the background is prohibited.

(Ord 1 2014)

~~(G)~~ (G) ~~\_\_\_\_\_ (G)~~ Signs, other than signs belonging to the Town or sponsored by the Town, conforming to size limits of this Subsection 7-3-12, may be erected over Town-owned streets and alley rights-of-way pursuant to a revocable right-of-way permit issued pursuant to either Paragraph (1) or (2) of this Subsection only on the following conditions, in addition to other applicable requirements of this Subsection:

(Subsection amended by Ord 2 2012)

(1) ~~\_\_\_\_\_ (1)~~ Projecting signs: \_\_\_\_\_

- (a) ~~\_\_\_\_\_ (a)~~ The sign must be supported and attached to a building.
- (b) ~~(b)~~ The sign may extend no more than 5 feet, 10 feet for a sign printed on a retractable awning from the building. A sign may extend no more than 5 feet, 10 feet for a sign printed on a retractable awning across Town-owned right-of-way.
- (c) ~~(c)~~ No part of the sign may be less than 10 feet above the ground over Town right-of-way, except for a sign printed on an awning, the awning shall be at least 7 feet above the ground.
- (d) ~~(d)~~ That portion of any sign face located over the Town right-of-way shall be no larger than 20 square feet in area.
- (e) ~~(e)~~ No more than one sign per business may extend over the Town right-of-way.
- (f) ~~(f)~~ No sign with its face parallel to the wall of the building to which it is attached, except for those printed on an awning, may extend more than 12 inches from the building, nor more than 12 inches over public property.

### Ridgway Municipal Code

- (g) ~~(g)~~ Plans for signs over Town rights-of-way must be submitted with applicable fee, reviewed and approved by the Town Administrative Staff. ~~(Ord 4-2011)~~
- (h) ~~(h)~~ The revocable permit may be revoked by the Town at any time for any reasonable reason.
- (i) ~~(i)~~ Proof of insurance shall be provided to the Town.
- (j) ~~(j)~~ The sign may identify or advertise only that activity or use conducted upon or related to the abutting premises.

#### (2) ~~(2)~~ Portable signs:

- (a) ~~(a)~~ The sign may identify or advertise only that activity or use conducted upon or related to the abutting premises.
- (b) ~~(b)~~ No more than one sign per business may be placed on Town right-of-way.
- (c) ~~(c)~~ The proposal for a portable sign on Town right-of-way must be submitted with applicable fee, reviewed and approved by the Town Administrative Staff. ~~(Ord 4 2011)~~
- (d) ~~(d)~~ The revocable permit shall specify the authorized location, and may be revoked by the Town at any time for any reasonable reason.
- (e) ~~(e)~~ Proof of insurance shall be provided to the Town.
- (f) ~~(f)~~ The sign must be located so that it does not interfere with Town use, impede vehicular or pedestrian traffic, or create a traffic or safety hazard or other nuisance.
- (g) ~~(g)~~ The sign must be removed at times when the advertised use or activity is not open for business.

#### ~~(P)~~(H) ~~(H)~~ General Provisions:

- (1) ~~(1)~~ The area of a sign face shall include the surface area of a sign, including non-structural trim and decoration, but excluding supports or uprights. The face area of a sign painted or hung on a wall of a building, or on an awning, shall include all the area within a perimeter surrounding all words, symbols, designs and coloring, distinctive from the wall upon which it is painted. Only one side of double-faced signs that convey the

same message on both faces shall be included for purposes of this calculation. \_\_\_\_\_  
 \_\_\_\_\_ (Ord 3 2004)

- (2) \_\_\_\_\_ (2) As used in this Subsection, "sign" means and includes any object, device, or message which is used to advertise, identify, display, direct, attract attention, or convey any message concerning any object, person, institution, organization, business, products, service, event, or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, motion, illumination, or projection, and anything else commonly known as a "sign".

~~(Q)(1)~~ \_\_\_\_\_ (1) Nonconforming Signs:

- (1) \_\_\_\_\_ (1) All signs shall at all times be maintained in strict conformity with the performance criteria of Paragraphs (F)(1), (2), (3), (4), (6) or (8). All Master Sign Plans previously approved by the Town under Section 7-3-12(J) prior to April 15, 2019 shall be maintained in strict conformity with such Town approval. Any signs not in compliance with these specific performance criteria and/or Master Sign Plans approved prior to April 15, 2019 shall be removed. \_\_\_\_\_ (Ord 3 2019)
- (2) \_\_\_\_\_ (2) All signs shall at all times be maintained in strict conformity with the performance criteria of Paragraph (F). Any sign not in compliance with Paragraph (F) shall be removed.
- (3) \_\_\_\_\_ (3) The right to maintain a nonconforming sign shall be terminated and the sign removed or brought into full compliance with this Subsection under the following conditions:
- (a) ~~(a)~~ Abandonment of the sign, abandonment or termination of the related business, an interruption in continuance of the business for 6 months.
  - (b) ~~(b)~~ A violation of any of the performance criteria of Paragraph (F) (1), (2), (3), (4), (6) or (8). \_\_\_\_\_ (Ord 3 2004)
  - (c) ~~(c)~~ The destruction of the sign, removal of the sign or damage of the sign, such that the cost of replacement or repair is greater than 50 percent of the replacement cost of the original sign.
  - (d) ~~(d)~~ The creation of any additional violation of or nonconformity with these regulations.
- (4) \_\_\_\_\_ (4) A list of nonconforming signs shall be developed and maintained by the building inspector with owners notified and given a copy of Paragraph (I).

## Ridgway Municipal Code

~~(R)~~(J) ~~(J)~~ Master Sign Plans: ~~(Subsection enacted by Ord 7-2019)~~

(1) ~~(1)~~ Purpose: To provide flexibility for the amount of signage and size of signs for multi-tenant buildings and developments to ensure signage is available for business and facility wayfinding and identification. To protect the health, safety and welfare of the community while preserving Town aesthetics.

(2) ~~(2)~~ Applicability:

(a) ~~(a)~~ A Master Sign Plan shall be encouraged for all properties with multi-tenant buildings and/or multiple buildings in which three or more non-residential tenants or businesses are present.

(b) ~~(b)~~ Any property with multiple-tenant buildings or multiple buildings in which three or more non-residential tenants existing at the time of adoption of this section that does not have a Master Sign Plan is encouraged to apply for a Master ~~Sign Plan~~ at the time of application for a new sign at the site.

(c) ~~(c)~~ Any property owner with multi-tenant and/or multiple buildings in which two ~~or more non-residential tenants or businesses are present, may apply for a Master~~ ~~Sign Plan~~.

(3) ~~(3)~~ General Regulations:

(a) ~~(a)~~ All signs subject to a Master Sign Plan shall apply for and receive a sign ~~permit~~ before any sign may be installed.

~~(b)~~ All signs on the site shall conform at all times to the approved Master Sign

(b) ~~Plan and other applicable sign regulations.~~

(c) ~~(c)~~ A Master Sign Plan shall run with the property for which it was issued and ~~not with individual tenants or businesses.~~

(d) ~~(d)~~ Applications for a Master Sign Plan shall be submitted to the Town on forms supplied by the Town accompanied by the fee per Ridgway Municipal Code Section 7-3-20. At a minimum the applicant shall submit the following information to the Town:

(i) Identification of the property for which the Master Sign Plan application shall apply;

- (ii) Proof of property ownership, or partial ownership, and signatures from all property owners included in the proposed Master Sign Plan;
- (iii) Total sign area allowed per Ridgway Municipal Code Section 7-3-12 and the total sign area requested with the Master Sign Plan;
- (iv) Site plan showing location of all existing and proposed signs on property, with distance from property lines;
- (v) Building elevations/pictures showing location of all existing and proposed signs on property, with height of all signs from the ground;
- (vi) Dimensions and type of all existing and proposed signs, including the unit number/address for each;
- (vii) Any proposed lighting for the signs, including location, type, kelvin and lumens for each fixture;
- (viii) Proof that the criteria for approval have been met.
- (e) Through these Master Sign Plan regulations the following deviations from the specified dimensional requirements may be considered.
  - (i) A free standing sign may be up to 30% larger than the 56 square feet limitation of 7-3-12(F)(7).
  - (ii) Up to 30% more than the allocated square footage per 7-3-12(E) (3) of sign area may be allowed.

Deviations shall not be considered for any other sign regulations in the Ridgway Municipal Code.

(4) Criteria for Approval:

The proposed Master Sign Plan:

- (a) will not be contrary to the public health, safety or welfare;
- (b) will not create traffic hazards;
- (c) provides for adequate assurances of safety from natural conditions such as wind, snow and ice as it relates to the proposed signs;
- (d) will not unreasonably interfere with neighboring commercial businesses or properties;
- (e) provides for signs that are reasonably necessary to operate the business or businesses on the property;
- (f) the burden shall be on the applicant to show that these criteria have been met.

(5) Review Procedure:

- (a) Within 14 days of receipt of the a completed application accompanied by the applicable fee for a Master Sign Plan, or a minor change to an existing Master Sign Plan, the Town will administratively approve or deny the application according to the Criteria for Approval. It shall not be necessary for the Town



### **Ridgway Municipal Code**

to provide written findings or conclusions, except upon request of the applicant.

- (i) To the extent an application for a Master Sign Plan or minor change is denied in whole or in part, the requesting party may appeal to the Planning Commission as set forth in subsection (5)(b) of this section. Such appeal shall be in writing and submitted within 7 days of the Towns decision and review shall be de novo.
- (b) Within 14 days of receipt of a completed application accompanied by the applicable fee for a major change to a Master Sign Plan, or an appeal of a denial of a Master Sign Plan, or minor change to a Master Sign Plan, the Planning Commission will set a hearing:
  - (i) The hearing shall be heard at the next regularly scheduled Planning Commission meeting for which proper notice of the hearing can be made, and no later than 40 days after receipt of a completed application accompanied by the applicable fee for a major change to a Master Sign Plan, or an appeal of a denial of a Master Sign Plan, or minor change of a Master Sign Plan. A hearing that must be continued due to time constraints or other delays, may be continued for an additional 7 days beyond the 40 day deadline, assuming the hearing was commenced within the 40 day deadline. By mutual agreement, the applicant and the Planning Commission may also extend the 40 day and 7 day deadlines set forth in this subsection.
  - (ii) At the scheduled hearing, the applicant and other interested parties may appear and present such evidence and testimony as they may desire. Anyone presenting evidence or testimony shall be subject to cross-examination by other interested parties, although the Planning Commission may limit testimony, evidence and cross-examination which is merely cumulative and is not required to follow any set procedure during the hearing, nor strictly follow the Rules of Evidence as applied by the Court. The hearing should be tape recorded or otherwise electronically recorded. The application, or other interested party may, if so desires, have the hearing recorded by a court reporter, at the applicant's sole expense. The burden is upon the applicant in all cases to establish that the applicable criteria for any action are met.
  - (iii) Notice of the hearing shall be posted at Town Hall at least 10 days before the hearing, and posted visibly for each street frontage abutting the property for at least 10 days prior to the hearing, in addition to any other notice required by Town regulations.
  - (iv) The Planning Commission shall announce its decision according to the Criteria for Approval within 14 days of completion of the hearing. It shall not be necessary for the Planning Commission to provide written findings or conclusions, except upon request of the applicant, or other party appearing or participating in the in the hearing. The decision of the Planning Commission with respect to an application for major change of to a Master Sign Plan, or an appeal of a denial of a Master Sign Plan or minor change to a Master Sign Plan shall be

final, subject only to review under Rule 106 of the Colorado Rules of Civil Procedure. Upon the filing of an appeal under Rule 106, the Town shall cause a transcript of any tape recording of the hearing to be made and certified to the court, and the party filings such appeal or such review, shall pay the Town the reasonable cost incurred in producing such transcript, unless such party has a transcript produced by a court reporter at the applicants expense.

- (v) The Planning Commission may approve the requested action only upon finding that all applicable criteria and requirements of these Master Sign Plan regulations or other Town ordinances have been met. If it determines such criteria have not been met, the application shall be denied. The application may be granted upon conditions or limitations which the Planning Commission determines are necessary in order to ensure that the applicable criteria are met. Such conditions or limitations shall be provided to the applicant and interested parties in writing as part of the decision, subject only to review under Rule 106 of the Colorado Rules of Civil Procedure.

(6) Amendments to Approve Master Sign Plans:

- (a) Minor Changes: Minor changes are those changes that do not alter the overall characteristics of the existing Master Sign Plan and that create no adverse impacts on adjacent uses, infrastructure, or public safety. Examples of what may be considered a minor change include, but are not limited to, 1) changes in the location of a signs 2) replacement of existing signs that are the same size or smaller than the existing sign, and 3) changes in the number of signs, as long as the aggregate square footage remains the same.
- (b) Major Changes: Major changes are those that can alter the overall character of the Master Sign Plan and which could create adverse impacts on adjacent uses or public infrastructure. Examples of what may be considered a major change include, but are not limited to, 1) changes in the total square footage of the Master Sign Plan, and 2) requests for deviations per 7-3-12(J)(3)(e).

**7-3-18 SUPPLEMENTAL REGULATIONS.**

Home Occupations:

~~(S)~~(A) Home Occupations may be conducted within a residential premises or accessory structure related thereto in any district as an accessory use only if the following criteria are met:

- (1) Town and State Sales Tax Licenses must be obtained if sales taxable by the Town or State sales taxes are to be made.
- (2) Only the residents of the dwelling unit may be engaged in the home occupation.
- (3) No unreasonable noise, glare, smoke, dust, vibration or odor shall be observable off the premises.
- (4) The home occupation activity shall not utilize or occupy more than 750 square feet in total, nor more than 400 square feet in a garage or other structures outside of the residence. Provided, however, accessory day care facilities shall be limited to 8 or fewer children in

## Ridgway Municipal Code

lieu of these area limitations.

~~(Ord 1 2015)~~

- (5) No business activity or storage of property involved in the business may take place outside of enclosed structures, except for horticultural activities.
- (6) The short term rental of rooms, such as bed and breakfast operations, does not qualify as an accessory use pursuant to this Subsection.

~~(T)~~(B) It shall be unlawful to maintain, own or operate any offensive or unwholesome business or establishment within the Town, including but not limited to rendering plants, tanneries, pig sties, feed lots, dairy farms, manufacture and storage of explosives, sugar beet pulp storage facilities, foundries, or petroleum product refineries, unless such business was lawfully in existence at the effective date of this Section, or at the effective date of annexation subsequent to the effective date of this Section. In either event, such business or establishment shall be subject to the Nonconforming Use Regulations of Subsection 7-3-15 of these regulations, and all other applicable regulations of the Town.

### ~~(U)~~(C) Temporary Use Permits:

- (1) The Planning Commission may issue a permit authorizing certain temporary uses of premises in a district for a use which is otherwise not allowed in such a district for the periods specified here below:

<u>Use</u>	<u>Zoning District</u>	<u>Period</u>
Construction office incidental to construction on premises	All districts	9 months
Carnival, circus, bazaar, fairs	Commercial	1 week
Tent meetings or crusades	Commercial	2 weeks

- (2) A permit (for a period of up to 1 year) may be issued under the following circumstances by the Planning Commission for temporary location or use of a ~~mobile~~manufactured home or travel home:

- (a) For fire protection or security purposes in the General Commercial District.
- (b) At a construction site during the construction period.

- (3) The Planning Commission shall hold such hearings concerning the application as the circumstances merit in its opinion. Notice of any hearing shall be posted, visible from each street frontage abutting the property, for at least 10 days prior to the hearing. The permit may be granted subject to conditions appropriate to ensure that no public or private nuisance or safety hazard will be created.

~~(Ord 14 1998)~~

### ~~(V)~~(D) Use and Location of Travel Homes:

- (1) Travel homes may be occupied only in the following circumstances:
  - (a) Within a licensed travel home park for a maximum period of 6 months in any one 365 day period.

- (b) Upon private property for temporary occupancy by out of town guests for a period not to exceed 30 days in any year for any tract of property.
- (c) Upon property for which a permit has been issued by the Town, pursuant to Subsection 7-3-13(C).
- (2) Travel homes may be parked, if unoccupied, upon private property if in compliance with zoning setbacks, or temporarily upon public streets, if registered under State law and lawfully parked. Provided, however, they may not be parked in a manner which creates a traffic hazard.

~~(W)~~(E) Garage and Yard Sales:

- (1) Notwithstanding restrictions of Town Zoning Regulations, or junk, litter or nuisance ordinances, garage and yard sales may be conducted within the Town consistent with the conditions set out herein.
- (2) No premises shall be used for a garage or yard sale for more than 48 hours at one time or for more than two such sales in any calendar year.
- (3) The sale shall be conducted so that no traffic hazards or nuisances are created.

~~(X)~~(F) Bed and Breakfast Operations:

- (1) Residents of a dwelling unit in the "R" and "HR" Districts may rent rooms on a short-term basis (and may provide meals to such boarders) if a Conditional Use Permit is approved by the Planning Commission pursuant to Sections 7-3-14 and 7-3-18, and the operation will comply with the criteria of this Subsection.
- (2) The application shall not be granted unless the Planning Commission determines that the following criteria are met:
  - (a) There is at least one additional off-street parking space for each room to be rented in addition to the off-street parking required for the residential dwelling unit.
  - (b) No more than three rooms shall be rented in any dwelling unit. Such rooms shall be an integral part of the dwelling unit.
  - (c) The meals to be served shall be served from the kitchen which is part of the dwelling unit itself.
  - (d) The operation will not create a public or private nuisance.
  - (e) Only the permanent residents of the dwelling unit shall be employed in the operation.
  - (f) The Permittee will obtain a sales tax license and remit sales tax and lodging occupation tax.
- (3) The Town Council may revoke any permit if it determines following a hearing with reasonable notice to the holder of the permit that the above criteria or limits of any permit are not being met.

## Ridgway Municipal Code

### ~~(Y)~~(G) Accessory Dwelling Units:<sup>42</sup>

~~\_\_\_\_\_ Dwelling units which meet the criteria of this Subsection may be allowed as an accessory use in the "HR" Historic Residential District, the "R" Low Density Residential District, the "DS" Downtown Service District and the "HB" Historic Business District to a principal residential unit which conforms to the applicable requirements of said Districts. \_\_\_\_\_ (Ord 1 2005)~~

(1) The creation of Accessory Dwelling Units is generally encouraged as an effective means to improve housing affordability, provided that each ADU complies with the following standards.

(2) ADUs are only allowed as accessory to a single family detached dwelling<sup>43</sup>. Only one ADU per single family detached dwelling unit is permitted.

~~(1)~~(3) The accessory dwelling unit must be constructed in accordance with applicable requirements of Town Building Codes. It may be attached or detached to the principal residential unit. Applicable dimensional requirements for a single family dwelling as set out in 7-3-10(A) must be met for the premises.

~~(2)~~(4) One off-street parking space shall be provided for the accessory dwelling unit in addition to any other required off-street parking.

~~(3)~~(5) The accessory dwelling unit may not exceed 800 square feet of livinggross floor area.<sup>44</sup>

~~(4)~~(6) One of the dwelling units on the property must be, and remain, owner occupied.

~~(5)~~(7) A minimum of a 90 day rental period shall be required by written lease, except as described in subsection (10) below.

~~(6)~~(8) The accessory dwelling unit must be owned together with the principal residential unit, and the lot or parcel upon which they are located, in undivided ownership.

~~(7)~~(9) The accessory dwelling unit may be served off of the water or sewer tap for the principal residence, in which case it shall not be subject to additional tap fees.

~~(8)~~(10) The burden shall be upon the owner of any accessory dwelling unit to provide adequate proof to the Town that the criteria of this Section are met. In the event that the Town determines that the criteria have not been shown to be satisfied the unit may not be occupied as a residence.

~~(9)~~(11) A dwelling unit constructed before a principal single-family home, which meets these criteria, may be converted to an accessory dwelling unit following construction of a new principal dwelling unit.

~~(10)~~(12) An accessory dwelling unit, as defined in Ridgway Municipal Code Section 7-3-13(G) either attached or detached to the primary dwelling, may be utilized as a short-term rental only under the following circumstances:

<sup>42</sup> ADU has been added specifically as a use by right to several individual districts (subject to these provisions), but references to those zone districts in this section were deleted to avoid possible future inconsistencies between this section and the lists of permitted uses in the zone district chapters.

<sup>43</sup> Most all communities limit ADUs to be allowed only to single family dwellings. Does the Commission want to consider allowing ADUs to duplexes, single family attached, or other dwelling unit types? Perhaps with a certain size lot?

<sup>44</sup> Replace undefined reference to living area with reference to gross floor area, which is a more typical measure of ADU and Dwelling Unit size.

- (a) Tap fees are paid at 30% pursuant to Ridgway Municipal Code Chapter 9-1-9(c)(2); and
- (b) 100% of monthly water, sewer, trash and recycling services are paid on a monthly basis pursuant to Ridgway Municipal Code Chapter 9; and
- (c) The lot size upon which both dwelling units are sited is a minimum of ~~86~~ 86,000 square feet.

~~(Z)~~(H) Telecommunication Antenna and Tower Regulations:

(1) Telecommunication towers and antennae shall be located, and comply with the following provisions:

- (a) ~~(a)~~ Noncommercial television and telecommunications receivers and amateur radio antennae, which qualify as an accessory use to the main use on the premises, may be located on such premises.

- 
- (b) ~~(b)~~ Antennae for “personal wireless services” as defined in 97 USC 332(c)(2) shall be limited to the GC Zoning District, or upon Town-owned property in other zoning districts pursuant to leases or permits with the Town, with terms and conditions adequate to ensure safety and reasonable compatibility with the neighborhood in which they are located, including requirements for camouflaging where appropriate.

- 
- (c) ~~(c)~~ Commercial radio, television and other tele-communications transmitters and receivers shall be restricted to the GC Zoning District.

- (d) ~~(d)~~ Additional receivers or transmitters may be installed on existing telecommunication towers regardless of the zoning district.

(2) ~~(2)~~ All telecommunication antennas and towers shall be limited to the maximum structure heights set out in Section 7-3-10, unless a variance is obtained pursuant to Section 7-3-16, or allowed in accordance with the following exceptions:

- 
- (a) ~~(a)~~ Telecommunication antennas, receivers and transmitters may be located on lawfully existing towers and structures, as long as they are not above the tower structure.

- 
- (b) ~~(b)~~ A variance to the height limitations otherwise applicable may be obtained for an amateur radio antenna for noncommercial use pursuant to the review procedure of Section 7-3-18 if the Planning Commission determines that the following criteria are met:

- 
- (i) ~~(i)~~ A higher tower is necessary to be ~~reasonably~~ reasonably adequate for the domestic ~~communications~~ communications purposes;

### Ridgway Municipal Code

- (ii) No reasonable alternative exists;
- (iii) ~~(iii)~~ No adverse impacts will be created with respect to other property in the area.
- (c) ~~(e)~~ A variance to the height limitations otherwise applicable may be obtained for personal wireless service antennae if the Planning Commission determines pursuant to the review procedure of Section 7-3-18 that the following criteria are met:
  - (i) ~~(i)~~ Space is not available- at a commercially reasonable price on an existing tower or structure located in a technically feasible location, and no other location is available which will provide reasonably adequate service in compliance with the height limitations set out above, and
  - (ii) ~~(ii)~~ No adverse effect on property values in the area will be caused, and no safety hazard will be created.
  - (iii) ~~(iii)~~ The design and color of the tower and appurtenances shall be reasonably compatible with the site and surrounding area.
- (d) ~~(d)~~ Commercial telecommunication antennae or towers up to forty (40) feet in height may be installed upon Town owned property within the "I-2" Light Industrial 2 Zoning District. ~~(Ord 8-2017)~~
- (3) ~~(3)~~ A final decision to deny a variance shall be in writing and supported by a substantial written record.
- (4) ~~(4)~~ All towers and structures shall be subject to the building setback requirements of Section 7-3-10 and applicable provisions of Town building codes and other ordinances and regulations.

~~(AA)(I)~~ ~~(I)~~ Short Term Rental Regulations:

~~(Original subsection repealed & re-enacted by Ord 3-2017)~~

- (1) Intent and Purpose: Establish standards and procedures by which residential short term rentals can be provided in a manner that protects both the quality of experience and the character of the Town of Ridgway. It is the Town of Ridgway's intent to establish short term rental regulations to promote a mix of lodging options, support the local economy, while also upholding the integrity of the Town.



(2) ~~(2)~~ Permitted Use of Short Term Rentals: \_\_\_\_\_

- (a) ~~(a)~~ Short-term rentals are allowed in all zoning districts where residential units are a use by right or an approved conditional use. Short-term rentals are not permitted in the “I-1” Light Industrial District or the “I-2” Light Industrial District. Short-term rentals shall comply with the provisions of this Subsection (I) and shall be licensed per Chapter 8, Section 5 of the Ridgway Municipal Code. Provided however the provisions of Subsection 7-3-13(I)(2)(b) below are not applicable to such units in the HB or GC Districts.
- (b) ~~(b)~~ For short term rentals not in the “HB” Historic Business or “GC” General Commercial Districts, the structure involved:
  - (i) ~~(i)~~ Shall be a single family dwelling structure; or
  - (ii) ~~(ii)~~ Shall be a single residential unit in structures with mixed uses; or
  - (iii) ~~(iii)~~ Shall be a property with two dwelling structures where the owner may use one of the dwelling structures as a short term rental if both dwelling structures are owned by a single owner and one dwelling unit is owner occupied.
  - (iv) ~~(iv)~~ Shall not be a multiple family ~~residence~~ dwelling or structure as short term rentals are prohibited in multiple family structures.
- (c) ~~(c)~~ In the HB and GC Districts, a maximum of five short term rentals are allowed per building or structure.

(3) ~~(3)~~ Performance Standards for Short Term Rentals:

- (a) ~~(a)~~ The unit being rented shall be a Dwelling Unit, as defined pursuant to Ridgway Municipal Code Section 7-3-2 shall not have more than 5 bedrooms, nor be leased or used to any group containing more than 10 people over the age of 18.
- (b) ~~(b)~~ The unit shall have a minimum of 2 off street parking spaces available and any additional spaces necessary to accommodate the tenant’s vehicles off street.
- (c) ~~(c)~~ There shall be an owner’s agent available to be at the unit within 20 minutes, who is on call full time to manage the property during any period the unit is rented. The name, address and phone number of the agent must be kept current on file with the Town, and posted in the short term rental.



## Ridgway Municipal Code

- (d) ~~(d)~~ Adequate animal-resistant trash and recycle containers shall be provided, and information on placement for collection shall be provided, in the short term rental as stated in Ridgway Municipal Code Section 9-2.  
~~(Ord 2 2018)~~
- (e) ~~(e)~~ The unit shall be maintained in compliance with applicable Town ordinances and regulations. The rental of residential units as provided herein shall not unreasonably annoy or interfere with the use or enjoyment of public or private property or which constitutes a health or safety hazard.
- (f) ~~(f)~~ The owner must have current State and Town sales tax licenses, a Town business license at such time the Town has business licensing, and collect and remit sales taxes and lodging taxes.

### ~~(BB)~~(J) Marijuana:

- (1) ~~(1)~~ The cultivation, manufacture, distribution, storage, or sale of marijuana shall not be a lawful use by right, accessory use (including as a home occupation), conditional use, or lawful nonconforming use in any zoning district of the Town of Ridgway, except as provided in this Subsection (J). \_\_\_\_\_

~~(Ord 5 2013)~~

- (2) ~~(2)~~ A Medical Marijuana Center, Medical Marijuana Optional Premises Cultivation Operation, and Medical Marijuana-Infused Products Manufacturing Facility, licensed under Article 43.3 of Title 12 CRS, a Primary Care Giver registered under CRS 25-1.5-106, and a Marijuana Cultivation Facility, a Marijuana Testing Facility, a Marijuana Product Manufacturing Facility or a Retail Marijuana Store licensed by the State of Colorado pursuant to Article XVIII Section 16 of the Colorado Constitution and Article 43.4 of the Title 12, CRS, may be located within the I-1 and I-2 Zoning Districts and the General Commercial Zoning District east of Liddell Drive extended, as a use by right if they meet the following provisions:

~~(Ord 5 2013)~~

- (a) They must be operated lawfully under applicable provisions of State Law.  
\_\_\_\_\_ ~~(Ord 5 2013)~~

- (b) ~~(b)~~ They must comply with the performance standards of the I-1 and I-2 Zoning Districts, or General Commercial Zoning Districts, as applicable.

~~(Ord 5 2013)~~

- (c) ~~(c)~~ They must have valid State and Town sales tax licenses and collect and remit sales tax on sales of Marijuana in accordance with State Law and Town ordinances. \_\_\_\_\_

~~(Ord 5 2013)~~

- (d) ~~(d)~~—A Certificate of Occupancy for each building must be obtained prior to establishment of the use therein. ~~(Ord 5-2013)~~
- (e) ~~(e)~~—The cultivation, manufacturing, storage, distribution and sale of Marijuana, must be confined to an enclosed building. ~~(Ord 5-2013)~~
- (f) ~~(f)~~—They must be located in structures with commercial and industrial uses only, and are not allowed in buildings with residential uses. ~~(Ord 5-2013)~~
- (g) ~~(g)~~—No storage facilities are permitted off of the licensed premises. ~~(Ord 5-2013)~~
- (h) ~~(h)~~—The building in which the licensed activities take place may not be located within 1000 feet of a school, an alcohol or drug treatment facility, the principal campus of a college, university or seminary, or a residential child care facility. The distance referred to shall be measured from the nearest property line of the land use for the above listed uses to the nearest portion of the building in which licensed activity takes place, using a route of direct pedestrian access. This restriction shall not affect the renewal or reissuance of a license once granted, or apply to a license in effect actively doing business before any of the above uses was constructed.

**(3) ???<sup>45</sup>**

- ~~(i)~~(a) A Patient, validly registered under State Law, may cultivate Medical Marijuana at the Patient's residence for the Patient's own use only, if in compliance with the limitations of State Law and if the plants cannot be seen or smelled off of the premises.
- ~~(j)~~(b) An individual may cultivate Marijuana at the individual's residence, only if in compliance with the limitations of Subsection (16)(3)(b) of Article XVIII of the Colorado Constitution and other applicable state law, including the requirement that the growing take place in an enclosed locked place, is not conducted publically or openly and is not made available for sale.
- ~~(k)~~(c) The use of a compressed flammable gas as a solvent in the extraction of THC or other cannabinoids in a residential setting is prohibited.
- ~~(l)~~(d) Co-op or collective grow operations are not allowed without a state license.
- ~~(3)~~(4) Delivery of Marijuana, or Medical Marijuana by a licensed Medical Marijuana business, licensed Marijuana establishment, Primary Care Giver, or any other person, from a location outside of Town, to a location within Town, is allowed, only if lawful under, and in full compliance with State Law, and the delivering person has a Town sales tax license

<sup>45</sup> The Town Clerk is confirming the numbering of this subsection, and a subheading may be added for clarity.

## Ridgway Municipal Code

if taxable sales may occur, and collects and remits Town sales taxes on the sale of the delivered Marijuana and Medical Marijuana.

~~(4)~~(5) The below listed terms shall be defined as indicated for purposes of this Subsection<sup>46</sup>

- (a) “Medical Marijuana”, “Medical Marijuana Center”, “Optional Premises Cultivation Operation”, and “Medical Marijuana-Infused Products, Manufacturing”, shall have meanings as defined in CRS, Title 12, Article 43.3.
- (b) “Primary Care Giver” shall have the meaning as defined in CRS 25-1.5-106.
- (c) “Patient” shall have the meaning as defined in Section 14(1) of Article XVIII of the Colorado Constitution.
- (d) “State Law” shall include, but not be limited to, Section 16 and Section 14(1) of Article XVIII of the Colorado Constitution, CRS 25-1.5-106, Article 43.3 and 43.4, Title 12, ~~CRS~~; and any rules or regulations promulgated pursuant thereto.

~~(Ord 5 2013)~~

- (e) ~~(e)~~—“Marijuana”, “Marijuana Cultivation Facility”, “Marijuana Testing Facility”, “Marijuana Product Manufacturing Facility” or a “Retail Marijuana Store” shall have the meaning defined in Article XVIII Section 16 of the Colorado Constitution, and Article 43.4, Title 12, CRS. ~~(Ord 5 2013)~~

~~(5)~~(6) ~~(6)~~—Storage of Marijuana off of the licensed premises is not permitted in the Town.

~~(Ord 5 2013)~~

~~(6)~~ ~~(7)~~—Marijuana clubs, businesses or other places of assembly where customers, members, or the like, are regularly invited for the purpose of using or consuming marijuana or marijuana products on site, are prohibited in the Town.

~~(K)~~—~~(A)~~ Manufactured Homes:<sup>47</sup>

(1) Manufactured homes, as defined in Subsection 7-3-2, are only permitted on the following described property:

- (a) All of Blocks 4, 9 and 29;
- (b) Block 28, Lots 11 through 20;
- (c) Block 32, Lots 1 through 18;
- (d) Block 33, Lots 6 through 10; and
- (e) Lot 1 of Mitchell Subdivision No.2.

<sup>46</sup> The Town Clerk is confirming the numbering of this section. An errant “j” in the current code was not carried forward.

<sup>47</sup> These use specific standards are proposed to codify the limitations that are depicted on the Town of Ridgway Zoning Map (May 2018) as the ‘Mobile Home Overlay,’ but that are not referenced in Chapter 7.

(2) The limitations of this subsection shall not apply to any manufactured home that was placed on a property not referenced in (K)(1) above prior to June 9, 1993 in Ordinance 93-2 that meets the requirements of the Town's Building Code.

(3) Manufactured Home Parks are subject to the provisions of Section 8-1 Mobile Home Parks.

### 7-3-19 CONDITIONAL USES.

~~(C)~~(A) Uses listed as conditional uses for the various zoning districts provided in this Section shall be allowed only if the Planning Commission determines, following review pursuant to Subsection 7-3-18, that the following criteria are substantially met with respect to the type of use and its dimensions:

- (1) ~~\_\_\_\_\_ (1)~~ The use will not be contrary to the public health, safety, or welfare.
- (2) ~~\_\_\_\_\_ (2)~~ The use is not materially adverse to the Town's Master Plan.
- (3) ~~\_\_\_\_\_ (3)~~ Streets, pedestrian facilities, and bikeways in the area are adequate to handle traffic generated by the use with safety and convenience.
- (4) ~~\_\_\_\_\_ (4)~~ The use is compatible with existing uses in the area and other allowed uses in the District.
- (5) ~~\_\_\_\_\_ (5)~~ The use will not have an adverse effect upon other property values.
- (6) ~~\_\_\_\_\_ (6)~~ The location of curb cuts and access to the premises will not create traffic hazards.
- (7) ~~\_\_\_\_\_ (7)~~ The use will not generate light, noise, odor, vibration, or other effects which would unreasonably interfere with the reasonable enjoyment of other property in the area.
- (8) ~~\_\_\_\_\_ (8)~~ Visual impact due to a building's size shall be mitigated by means of design, landscaping, berming, and other methods of site treatment, and must be compatible with the mass and scale of existing buildings on adjacent properties, or if there are no such buildings, compatible with the mass and scale of buildings in the Town generally.  
(Ord 1 2014)

~~\_\_\_\_\_ (B)~~ The burden shall be upon the applicant to prove that these requirements are met.

### 7-3-77-3-20 NONCONFORMING USES.

- (A) Any use, building or structure which at the effective date of this Section or at the time of annexation, if annexed subsequent to the effective date of this Section, was lawfully existing and maintained in accordance with the previously applicable County or Town Regulations and Ordinances but which does not conform or comply with all of the regulations provided for in these Zoning Regulations,

### Ridgway Municipal Code

may continue to be maintained and used as a lawful nonconforming use only in compliance with the provisions and limitations imposed by this Subsection. Uses, structures or buildings which were unlawful or illegal and not in compliance with previously applicable Regulations shall remain unlawful, illegal, and subject to abatement or other enforcement action.

(B) ~~————(B)——~~ If a use, building or structure is lawfully nonconforming in that it is not a "Use By Right", or a "Conditional Use" which has been approved pursuant to the review provisions of Subsection 7-3-14, the following shall apply:

(1) ~~————(1)——~~ If the building, ~~mobile~~manufactured home or structure involved in the use is removed or if it is destroyed or damaged so that repair, replacement or reconstruction will cost more than fifty percent of the fair market value of the building, ~~mobile~~manufactured home or structure after repair, it shall no longer be lawful to use the building, ~~mobile~~manufactured home or premises except in compliance with the Use Regulations for the District within which it is located.

(2) ~~————(2)——~~ If the nonconforming use is abandoned or discontinued for a period of 6 months, then the premises may only be used in compliance with the Use Regulations for the District within which it is located.

(3) ~~————(3)——~~ The use may be continued only substantially as it existed at the effective date of this Section or of annexation, and no material change in the type of use shall be allowed, unless the Planning Commission determines, following the hearing procedure provided in Subsection 7-3-18, that the criteria set out in Subsection 7-3-14 will be met, and that the new use is a more restrictive use than the existing nonconforming use. Any change in use allowed pursuant to this provision shall not affect the future status of the use as a nonconforming use for all purposes of this Subsection.

(4) ~~————(4)——~~ The extent or area of the premises utilized for or by the nonconforming use, building or structure, may not be materially extended or enlarged, or substantially structurally altered, unless the Planning Commission determines, following the review procedure of Section 7-3-18, that the criteria set out in Section 7-3-14 will be met.

(C) ~~————(C)——~~ If the use, building or structure is nonconforming with respect to dimensional requirements, design and performance standards, or other provisions not related to "use", the following provision shall apply:

(1) ~~————(1)——~~ If the nonconformity of the building, use, or structure is abandoned, removed, or corrected, such nonconformity may not be reestablished.

(2) ~~————(2)——~~ If the building, ~~mobile~~manufactured home or structure is damaged so that the cost of replacing or restoring it is greater than fifty percent of its fair market value after replacement, the building, ~~mobile~~manufactured home or structure may be repaired or replaced only in compliance with these Zoning Regulations.

- (3) ~~—————(3)——~~ If the building or structure is damaged in such a way as to remove the nonconformity, the nonconforming feature may not be reestablished by any repair or reconstruction, unless it is unfeasible to repair the building without reestablishing the nonconforming feature.
- (4) ~~—————(4)——~~ No alteration may be made to the use, building, or structure which would increase the amount or degree of the nonconforming feature. Changes in the use, building, or structure may be made which will decrease the degree or amount of deviation from the requirements of this Section.
- (D) ~~—————(D)——~~ This Subsection shall not apply to signs. Nonconforming signs shall be governed by the provisions of Subsection 7-3-12.

(E) Manufactured Homes and Factory Built Housing<sup>48</sup>

- (1) Notwithstanding the foregoing provisions of this Section, a lawful nonconforming ~~mobilemanufactured~~ home owned and occupied by the owner of the land upon which it sits may be replaced by another ~~mobilemanufactured~~ home to be owned and occupied by said owner if the Planning Commission determines following the review procedure of Section 7-3-18 that the criteria set out in Section 7-3-14 will be met, and that the replacement ~~mobilemanufactured~~ home will comply with all other applicable Town regulations including the provisions of Chapter 6-3.
- (2) ~~—————(2)——~~ Notwithstanding any of the foregoing provisions of this Subsection 7-3-15 any Factory Built Housing, which is nonconforming as to restrictions on use or design and performance standards, which for a period of six months is either unoccupied or does not have any authorized use of Town supplied water occur on the premises, shall be removed from the premises unless the structure has previously been issued a permit pursuant to Subsection 6-3-2 and it is erected on a permanent foundation complying with the requirements of the Town Building Code. ~~(Ord 5-1999)~~

7-3-21 VARIANCES AND APPEALS.

~~(E)(A)~~ The Planning Commission may grant a variance from the Dimensional Requirements, Sign Regulations, Design or Performance Standards and other provisions of these regulations not related to "use", and excluding Off-Street Parking Requirements, following the review procedure of Subsection 7-3-18, provided that the criteria of this Subsection will be met. No variance shall be granted from the provisions governing "Uses By Right", and "Conditional Uses" within any zoning district. Variances shall be granted only if all the following criteria are met:—————

~~(Ord 4 2007)~~

- (1) ~~—————(1)——~~ There are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the Zoning Ordinance, and—————  
~~(Ord 4 2007)~~

<sup>48</sup> Subheading added for clarity.

## Ridgway Municipal Code

- (2) ~~\_\_\_\_\_~~ ~~(2)~~ The spirit of the ordinance will be observed, the public health, safety and welfare secured and substantial justice done by granting the variance. ~~\_\_\_\_\_~~  
~~(Ord 4 2007)~~

~~(F)~~(B) ~~\_\_\_\_\_~~ ~~(B)~~ The Planning Commission may grant a variance from the Off-Street Parking Requirements for the Historic Business Zoning District, following the review procedure of Subsection 7-3-18, provided that the criteria of this Subsection will be met. Variances shall be granted if the spirit of the ordinance will be observed, the public health, safety and welfare secured and substantial justice done by granting the variance and any one of the following criteria are met:  
~~\_\_\_\_\_~~ ~~(Ord 4 2007)~~

- (1) ~~(1)~~ The variance is requested for an addition to an existing building or the construction of a purely accessory structure and these modifications will have a de minimis effect on traffic and parking; or,
- (2) ~~(2)~~ The placement of on-site parking is not congruent with the goals and objectives of the downtown and as such will create an undesirable effect on the downtown streetscape, potentially interrupting, impeding or otherwise adversely affecting existing or future infrastructure such as pedestrian walkways and landscape areas; or,
- (3) ~~\_\_\_\_\_~~ ~~(3)~~ There are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the Off-Street Parking Requirements.

~~(Ord 4 2007)~~

~~(G)~~(C) ~~\_\_\_\_\_~~ ~~(C)~~ The burden shall be on the applicant to show that these criteria have been met.

~~(H)~~(D) ~~\_\_\_\_\_~~ ~~(D)~~ No variance or appeal shall be granted with less than four concurring votes of the Planning Commission. ~~\_\_\_\_\_~~  
~~(Ord 4 1995)~~

### 7-3-22 AMENDMENTS AND ADDITIONS TO THE OFFICIAL ZONING MAP AND ZONING REGULATIONS.

~~(I)~~(A) Rezoning:<sup>49</sup>

- (1) Amendments to the Official Zoning Map involving any change in the boundaries of an existing zoning district, or changing the designation of a district, shall be allowed only upon a determination following public hearing that the following criteria are met:
- (a) The amendment is not adverse to the public health, safety and welfare, and
  - (b) The amendment is in substantial conformity with the Master Plan, or
  - (c) The existing zoning is erroneous, or

<sup>49</sup> The Town Clerk is confirming the numbering of this Subsection.

- (d) Conditions in the area affected or adjacent areas have changed materially since the area was last zoned, or
  - (e) Repealed by Ordinance 7-1999
- (2) Rezoning may be requested or initiated by the Town, the Planning Commission, or the owner of any legal or equitable interest in the property or his representative. The area considered for rezoning may be enlarged by the Planning Commission on its own motion over the area requested in the application as part of its recommendation. Any person desiring an amendment to the Zoning Regulations shall submit an application on forms provided by the Town, accompanied by an application fee of \$200.00. The burden shall be on the applicant to show that the criteria of this Subsection have been met. No fee or formal application is required for action initiated by the Town or Planning Commission.

~~(J)~~(B) Zoning of Additions:

- (1) The Planning Commission may recommend to the Town Council a zoning district designation for all property annexed to the Town not previously subject to Town zoning. Proceedings concerning the zoning of property to be annexed may be commenced at any time prior to the effective date of the Annexation Ordinance or thereafter.
- (2) The zoning designation for newly annexed property shall not adversely affect the public health, safety and welfare.

~~(K)~~(C) Legislative Zoning:<sup>50</sup>

- (1) Comprehensive review and reenactment of all or a significant portion of the Official Zoning Map shall be a legislative action and shall not be required to meet any criteria set out in this Subsection.
- (2) Amendments to these regulations may be made only by ordinance.
- (3) All proposals to amend the Official Zoning Map or these Zoning Regulations may be referred to the Planning Commission for recommendation.
- (4) The Town Council shall review all proposals to amend the Official Zoning Map as the "Review Board" in substantial conformity with the review procedures set out in Subsection 7-3-18.
- (5) Repealed by Ordinance 19-1999

**7-3-23 REVIEW PROCEDURE.**

~~(L)~~(A) All requests for approval of an appeal, a variance, a conditional use, a change in a nonconforming use, or other action which is required to be reviewed pursuant to this Subsection by these Zoning Regulations or other Town Ordinances, shall be reviewed by the Planning Commission, or Board of Adjustment, as provided in these Regulations.

~~(M)~~(B) ~~—(B)~~ The applicant requesting approval of a variance, appeal, conditional use, change in a nonconforming use, or other action required to be reviewed pursuant to this Subsection shall submit an application upon forms supplied by the Town accompanied by any other required information or information which he may desire to submit. A single application may contain a request for more

<sup>50</sup> The Town Clerk is confirming the numbering of this Subsection.



## Ridgway Municipal Code

than one action. The application shall be accompanied by application fees as set by Subsection 7-3-20. No formal application need be submitted or fee paid for action initiated by the Town or Planning Commission.

~~(N)(C)~~ ~~(C)~~ A hearing shall be set before the appropriate Board after receipt by the Town of a properly completed application form and all other required information.

~~(O)(D)~~ ~~(D)~~ Notice of the hearing shall be posted at Town Hall 10 days before the hearing and posted, visible from each street frontage abutting the property, for at least 10 days prior to the hearing in addition to any other notice required by Town regulations. ~~(Ord 14 1998)~~

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

~~(Q)(F)~~ ~~(F)~~ The Reviewing Board shall announce its decision within 20 days of the completion of the hearing. It shall not be necessary for the Reviewing Board to provide written findings or conclusions, except upon the request of the applicant, or other party appearing or participating in the hearing. The decision of the Reviewing Board with respect to requests for approval of a variance, conditional use, or change in a nonconforming use, or appeal shall be final, subject only to review by certiorari in the courts. The Town shall have the right to appeal any such decision to the courts. Upon the filing of an appeal or request for review in the courts, the Town shall cause a transcript of any tape recording of the hearing to be made and certified to the court, and the party filing such appeal or such review, shall pay the Town the reasonable cost incurred in producing such transcript, unless such party has a transcript produced by a court reporter at his expense.

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

### 7-3-24 ENFORCEMENT AND ADMINISTRATION.

~~(S)(A)~~ The Building Official shall be responsible for the interpretation, administration and enforcement of the provisions of these Regulations, as amended, the Official Zoning Map, as amended, and of any

decisions entered by the Planning Commission, Board of Adjustment or Town Council, pursuant to this Section.

~~(T)(B)~~ — ~~(B)~~ No building permit, occupancy permit, or other permit or license shall be issued, nor shall any other action of approval be taken or allowed by the Town for any property which is not in compliance with the provisions of these Zoning Regulations, and any decision issued pursuant hereto.

~~(U)(C)~~ — ~~(C)~~ Whenever necessary to make an inspection to enforce any of the provisions of these Zoning Regulations, or any provision of a decision entered, pursuant to this Section, or whenever there is reasonable cause to believe that a violation of any provision of these Zoning Regulations, or of any decision issued, pursuant to this Section exists, the Marshal, Building Inspector, or their authorized representative, shall have the right to enter upon such building or premises at all reasonable times for purposes of inspection or to perform any other duty imposed by this Section. Prior to entry, he shall identify himself and request permission to enter from the occupant or person in charge of the premises if they can be found by reasonable efforts. If entry is refused, he shall have recourse to any remedy provided by law to secure entry.

~~(V)(D)~~ — ~~(D)~~ The Town may maintain an action in a court of competent jurisdiction to enjoin any violation of these Zoning Regulations or of the terms of any decision entered pursuant to this Section.

~~(W)(E)~~ — ~~(E)~~ Any action which reduces the area of any site, lot or tract in violation of the minimum dimensional requirements of these regulations shall be unlawful.

~~(X)(F)~~ — ~~(F)~~ It shall be unlawful to violate any of the provisions of these Zoning Regulations, or the terms of any decision entered pursuant to this Section. Any person convicted of such a violation may be punished by a fine of up to \$300 dollars. Each day any violation continues shall constitute a separate violation.  
~~(Ord 1 2017)~~

~~(Y)(G)~~ — ~~(G)~~ Continuing violations of this Section, the terms of any decision issued pursuant to this Section, or any subdivision plat restrictions, are hereby declared to be a nuisance and may be abated in any lawful manner.

### 7-3-25 FEES AND COSTS.

~~(Z)(A)~~ The following fees shall be submitted with respect to the indicated application, request or action:

- (1) Temporary Use Permit pursuant to 7-3-13(C): \$150.00
- (2) Conditional Use Permit pursuant to 7-3-14: \$250.00
- (3) Change in a Nonconforming Use pursuant to 7-3-15(B)(3) and (4): \$150.00

### Ridgway Municipal Code

- (4) Variances and Appeals pursuant to 7-3-16: \$250.00
- (5) Rezoning pursuant to 7-3-17(A) and (B): \$250.00
- (6) Other Reviews conducted pursuant to the 7-3-18 Review Procedure: \$250.00
- (7) Variance from Flood Plain Regulation pursuant to 6-2-5: \$150.00
- (8) Master Sign Plan pursuant to 7-3-12: \$150.00
  - (a) Minor Change to Master Sign Plan: \$ 50.00
  - (b) Major Change to Master Sign Plan: \$150.00
  - (c) Appeal to Master Sign Plan: \$250.00
- (9) Zoning or Land Use Compliance letters: \$50.00
- (10) Deviation to Single Family Home Design Standards pursuant to 6-6: \$175.00

~~(AA)~~(B) In addition to the above fees, the applicant shall reimburse the Town for all out-of-pocket costs incurred during the review including legal fees, postage, notice and publishing costs, map costs, engineering fees, etc., together with wages and associated payroll costs for contract employees, plus ten percent to cover overhead and administration. The Town shall bill the applicant periodically as such costs are incurred. Payment is due within 30 days. Bills not paid by the due date shall accrue interest at the rate of one and one-half percent per month or part thereof. No plat shall be recorded, improvement accepted, lien released, building permit issued, tap approved or other final approval action taken until all fees then due are paid to the Town. Such fees may be certified to the County Treasurer for collection as delinquent charges against the property concerned.

~~(BB)~~(C) The Town Council, in its sole discretion, may defer, reduce and/or waive certain land use fees within this Chapter 7 for projects demonstrating significant public benefit such as perpetual, deed-restricted affordable or workforce housing projects.

**CHAPTER 7**

**SECTION 3**

**Zoning Regulations**

**Subsections:**

- 7-3-1 General Provisions.
- 7-3-2 Definitions.
- 7-3-3 Zoning Map.
- 7-3-4 Residential Districts.
- 7-3-5 "R" Low Density Residential District.
- 7-3-6 "HR" Historic Residential District.
- 7-3-7 "MR" Mixed Residential.
- 7-3-8 "FD" Future Development District.
- 7-3-9 "HB" Historic Business District.
- 7-3-10 "DS" Downtown Service District.
- 7-3-11 "GC" General Commercial District.
- 7-3-12 "I-1" Light Industrial - 1 District.
- 7-3-13 "I-2" Light Industrial - 2 District.
- 7-3-14 Uncompahgre River Overlay District.
- 7-3-15 Dimensional & Off-Street Parking Requirements.
- 7-3-16 Planned Unit Development (PUD).
- 7-3-17 Sign Regulations.
- 7-3-18 Supplemental Regulations.
- 7-3-19 Conditional Uses.
- 7-3-20 Nonconforming Uses.
- 7-3-21 Variances and Appeals.
- 7-3-22 Amendments and Additions to the Official Zoning Map and Zoning Regulations.
- 7-3-23 Review Procedure.
- 7-3-24 Enforcement and Administration.
- 7-3-25 Fees and Costs.

## Ridgway Municipal Code

### **7-3-1 GENERAL PROVISIONS.**

- (A) This Section, as amended from time to time, together with the Official Zoning Map as adopted by Section 6 of Ordinance No. 2 (Series 1993), as amended from time to time, may be cited as the Town's Zoning Regulations or Zoning Ordinance.
- (B) The purpose of these Zoning Regulations is to promote the public health, safety and welfare.
- (C) Whenever there is any conflict between these Regulations and any other Ordinance, regulation or law, the more restrictive or higher standard shall apply.
- (D) These regulations and the Official Zoning Map shall constitute a part of the Town's Comprehensive Master Plan.

### **7-3-2 DEFINITIONS.<sup>1</sup>**

The following words and terms shall be defined as follows for the purposes of these Zoning Regulations:

**ACCESSORY USE:** A use which is subordinate to, clearly incidental to, customarily in connection with, and ordinarily located on the same premises as the permitted use. Home occupations which meet the criteria set out in Subsection 7-3-13(A), including daycare facilities with 8 or fewer children, shall be considered an accessory use to a residence in all districts.

**ART AND CRAFT STUDIO:** The workshop of an artist, sculptor, photographer, craftsperson, furniture maker, glass blower, potter or cabinet maker primarily used for on-site production of unique custom goods by hand manufacturing involving the use of hand tools and small-scale equipment, which may include an accessory gallery. The primary use of art and craft studios is the retail sale of the custom goods as produced on-site, as evidenced through allocation of customer floor area or gross sales receipts of the business.

**BOARDING OR ROOMING HOUSE:** A building or portion thereof which is used to accommodate, for compensation, one or more boarders or roomers, not including members of the occupant's immediate family who might be occupying such building. "Compensation" includes compensation in money, services or other things of value.

**BUILDING LINE:** A line parallel to a property line beyond which no exposed portion of a building extends. The first three feet of unroofed terraces or patios, sills, cornices and chimneys; temporary awnings; free standing walls, rails or fences; the first one foot of a roof eave; and the first four feet of an open fire escape; need not be considered in determining the building line.

**DORMITORY:** A building used as group living quarters for students or religious adherents as an accessory use for a bona fide college, university, boarding school, seminary, convent, monastery or other similar institutional use.

**DWELLING:** A building or portion of a building that is designed or used exclusively as the living quarters

---

<sup>1</sup> Definitions for a broader range of housing types are proposed to more clearly support the full spectrum of housing types encouraged by the Master Plan. While some are not currently referenced in other parts of the code, they are intended to provide a point of reference for the Town and applicants on future annexations, development agreements, and/or PUDs. A definition of micro-units is not included, because these are simply multi-family dwelling units of very small size. Since Ridgway does not have a minimum size requirement for multi-family dwelling units, these are included in the definition of multi-family dwelling.

for one or more families, and that complies with all applicable building and safety codes. This definition includes factory built housing that does not meet the definition of a manufactured home, provided the structure meets all applicable building and safety codes and is mounted on a permanent structure and connected to all required utilities.

**DWELLING, CLUSTER DEVELOPMENT:** A development type that concentrates single-family or two-family dwellings on smaller lots than would otherwise be allowed in the zone district in return for the preservation of sensitive natural areas, agricultural or ranch land, trail or recreational easements, and/or common open space within the same site, on a separate lot, or in an easement.

**DWELLING, CO-HOUSING DEVELOPMENT:** A residential development that does not meet the definition of a Group Home, that includes a group of individual dwelling units of varying sizes the largest containing less than 1,500 square feet of floor area, that are not constructed on a frame or capable of being transported on their own wheels, and in which individual units may or may not have partial or complete kitchens. The development must include one or more community building(s) with a community kitchen and dining room intended for communal use on a regular basis, and in which most or all residents generally agree to share in the provision of regular communal services such as cooking meals or providing child care.

**DWELLING, DUPLEX:** A single structure containing two dwelling units, neither of which meets the definition of an accessory dwelling unit.

**DWELLING, FOURPLEX:** A single structure containing four dwelling units, none of which meets the definition of a single family attached dwelling unit or an accessory dwelling unit.

**DWELLING, LIVE/WORK:** A dwelling unit containing an integrated living and working space that is intended to function predominantly as business workspace with a secondary residential use occupied by the business owner or operator. The unit typically has a store-front, with the workspace, public display area, or show-room on the ground floor of the unit and the majority of the residence area is located either on the upper floor if there are two floors, or the back of the unit if there is only one floor.

**DWELLING, MULTIPLE FAMILY:** Five or more residential dwelling units, within a single building and under a single roof, including apartments, houses and attached multifamily dwellings.<sup>2</sup> This definition also includes any number of dwelling units located within a single building that contains a non-residential primary use on the ground floor of the building.

**DWELLING, SINGLE FAMILY ATTACHED:** A single structure containing three or more single-family dwellings attached side-by-side, in which all units have primary entrances facing the same street (or facing the same two streets, if located on a corner lot). A duplex containing two dwelling units attached side-by-side is not considered a single-family attached dwelling.

**DWELLING, SINGLE FAMILY DETACHED:** A dwelling unit, located on a separate lot or tract that has no physical connection to a building located on any other lot or tract, that does not meet the definition of a manufactured home.

**DWELLING, TRIPLEX:** A single structure containing three dwelling units, none of which meets the definition of a single family attached dwelling unit or an accessory dwelling unit.

**DWELLING UNIT:** An area in a building containing cooking, living and sanitary facilities designed for use and used by a single family for residential purposes, including related accessory structures. The term

---

<sup>2</sup> Replaces current definition for Multiple Family Residence to provide consistency with related terms.

## **Ridgway Municipal Code**

dwelling shall not include hotels, motels, homeless shelters, boarding and rooming houses, dormitories, seasonal overflow shelters, tents, or other structures designed or used primarily for temporary occupancy.

**DWELLING UNIT, ACCESSORY:** A dwelling unit located within, attached to, or detached from the principal dwelling, that contains no more than 800 square feet of gross floor area, the use of which is associated with and subordinate to the principal dwelling and that is located upon the same lot as the principal dwelling.<sup>3</sup>

**FACTORY BUILT HOUSING:** Any structure, or component of a structure, designed primarily for residential occupancy, either permanent or temporary, that is wholly or in substantial part made, fabricated, formed, or assembled in manufacturing facilities for installation, or assembly and installation, on the building site, and that does not meet the definition of a manufactured home.

**FAMILY:** One or more individuals occupying a single dwelling unit and living as a single housekeeping unit with a maximum of eight adults. This includes groups of eight or fewer persons whose right to live together is protected by the federal Fair Housing Amendments Act.

**GAS STATION:** Any building or lot having facilities for the sale of gasoline and other fuels for use by motor vehicles, and which may include incidental facilities for service and minor repair of motor vehicles.

**GOVERNMENT BUILDINGS AND FACILITIES:** Any building or facility owned and operated by the United States of America, the State of Colorado, the Town of Ridgway, or any agency or political subdivision thereof.

**GROSS FLOOR AREA:** The heated area of a building measured along the outside enclosing walls, excluding interior parking areas and outdoor common areas.

**GROUP HOME:** One or more dwelling units in which more than eight unrelated individuals or related and unrelated individuals live, where physical assistance and/or supervision, care or treatment is provided by resident and/or nonresident professional support personnel as a continual benefit. This definition does not include a hotel, motel, boarding or rooming house, facility housing juvenile or adult offenders, or a facility for persons with drug or alcohol addictions that are not in a treatment program, but includes any group of eight or more persons whose right to live together is protected by the federal Fair Housing Amendments Act.<sup>4</sup> Group home shall include state licensed personal care and alternative care personnel.

**HIGH-WATER MARK:** The boundary dividing a river bed from a river bank and defined as the line on the bank up to which the presence and action of water are so usual and long-conditioned as to impress on the bed a character distinct from that of the bank with respect to the nature of the ground surface, soil and vegetation.

**HOME OCCUPATION:** Any commercial activity, whether for profit or non profit, conducted within a dwelling unit.

**HOMEOWNERS ASSOCIATION:** Any entity, whether corporation, partnership, unincorporated association, or other entity existing for the purpose of maintaining commonly owned facilities or enforcing private protective covenants whose members or shareholders are the property owners involved.

**HOTELS AND MOTELS:** Any building or portion thereof containing six or more guest rooms used,

---

<sup>3</sup> Regulations for ADUs are located in 7-3-17, SUPPLEMENTAL REGULATIONS, but the term is not explicitly defined.

<sup>4</sup> The exception for persons in substance abuse programs was deleted because under the federal FHAA they are treated as disabled (those not in a treatment program are not disabled) and their right to live together is protected by the FHAA.

designed to be used, let or hired out for occupancy by persons on more or less a temporary basis.

**MAJOR ADDITION:** An addition to or renovation of a structure in which the total gross floor area of the proposed addition or renovation area is fifty (50) percent or more of the total gross floor area of the existing structure before addition or renovation.

**MANUFACTURED HOME:** A factory built structure that is built on a permanent chassis, is designed and constructed to permit lawful occupancy as a dwelling, whether attached or unattached to a permanent foundation, that meets requirements of the National Manufactured Housing Construction and Safety Standards Act of 1974", 42 U.S.C. Section 5401, et seq., as amended (commonly referred to as the "HUD Code.),"and that is less than 12 feet in width.<sup>5</sup>

**MANUFACTURED HOME PARK:** A single site, parcel, or lot operated and used for the location of two or more manufactured homes intended for use as residences.<sup>6</sup>

**NONCONFORMING USE:** A use which does not comply with the use regulations, dimensional requirements or other regulations of these Zoning Regulations.

**PLANNING COMMISSION:** The Planning and Zoning Commission of the Town.

**PUBLIC UTILITY SERVICE FACILITIES:** Transmission and distribution facilities for natural gas, electricity, water, sewer, drainage, telephone, and cable television necessary to provide service to customers located in the various districts of the Town, such as pipes, lines, mains, wires, transformers, valves, and other related appurtenances, but not including buildings, offices, and production or generation facilities.

**SETBACK:** The perpendicular distance between a property line and the building line.

**SHORT TERM RENTAL:** Rental of all or a portion of a residential dwelling unit for periods of less than 31 days. This definition of short term rentals excludes hotels, motels, lodges, and bed and breakfasts.

**TRAVEL HOME AND TRAVEL HOME PARK:** Travel Home and Travel Home Park are defined as defined in Section 6 3.

**USE:** The activity or purpose for which property, a building or other structure is designed, arranged, intended, occupied or maintained.

**USE BY RIGHT:** A use which is permitted or allowed in the district involved, without review, and complies with the provisions of these Zoning Regulations and other applicable Town ordinances and regulations.**WORKFORCE HOUSING:** Housing that is available for purchase or rent on terms that are affordable to households earning between 80 percent and 120 percent of area median income (AMI) as determined by the U.S. Department of Housing and Urban Development (HUD) and published annually for the County. The cost of *for sale* workforce housing (including principal, interest, taxes, insurance, utilities, and homeowners' association fees) or *for rent* workforce housing (including rent and utilities) does not exceed 30 percent of those households' gross annual incomes.<sup>7</sup>

---

<sup>5</sup> Replaces existing, outdated definition in 6-3-1: *Mobile home means a factory built single family dwelling with a living area of 500 square feet or more which does not meet the requirements of Section 6-6, and is not required to have license plates pursuant to Article 42-3, C.R.S., as amended.* Note that this definition would include factory built Tiny Houses (generally less than 500 sq. ft. of floor area), and would limit them to ManufacturedHome Parks. Non-factory built Tiny Houses would meet the definition of a Dwelling if they meet building and safety codes, and would be allowed wherever single-family detached dwellings are permitted unless the Town adds a restriction. Non-factory built Tiny Houses that do not meet building and safety codes would be prohibited.

<sup>6</sup> Existing definition from 6-3-1.

<sup>7</sup> This definition is consistent with Master Plan explanation of Workforce Housing.



## Ridgway Municipal Code

### **7-3-3 ZONING MAP.**

- (A) The 1993 Revised Zoning Map of the Town, as such may be amended from time to time, may be known or cited as the "Official Zoning Map" of the Town.
- (B) Amendments to the Official Zoning Map may be made by an ordinance enacting a revised map or by an ordinance amending portions of the Official Zoning Map by specifying the legal description of the property to be rezoned. A copy of the Official Zoning Map, as amended from time to time, shall be maintained in the Town Clerk's office available for public inspection. Periodically, copies of the Official Zoning Map, as amended, may be reproduced and made available to the public.
- (C) The regulations for the various districts provided for in this Section shall apply within the boundaries of each such district as indicated on the Official Zoning Map. The district boundaries, as shown on the Official Zoning Map, shall be construed to follow the center lines of streets, to follow platted lot lines or the lines of undivided parcels of property, or to follow the Town limits, whenever a boundary is shown as approximately in the vicinity of such lines. Distances may be determined by the scale of the map.

### **7-3-4 RESIDENTIAL DISTRICTS.**

The residential districts described in Sections 7-3-5 thru 7-3-7 are established to support a diversity of housing options; to promote stability in residential neighborhoods; to protect such property from incompatible land uses; to protect property values; and to encourage the appropriate use of such land. Certain other uses are permitted which are compatible with residences. Dimensional requirements are set out in Section 7-3-10. All residential development in these districts must comply with residential design standards in Section 6-6.<sup>8</sup>

### **7-3-5 "R" LOW DENSITY RESIDENTIAL DISTRICT.<sup>9</sup>**

- (A) Intent: The "R" Low Density District is intended to accommodate low to moderate density development for single family detached dwellings, as well as a mix of other housing types and other compatible land uses where supported by the Master Plan. Environmental protection is provided by allowing cluster development to preserve environmentally sensitive lands, maintain common open space, and to provide recreational opportunities for residents.
- (B) Uses by Right:
  - (1) Single family detached dwellings.
  - (2) Duplex dwellings.
  - (3) Public utility service facilities. Government buildings and facilities. Parks and recreation facilities, including community gardens, gardens, owned or operated by a property owner's association or civic organization. Accessory uses.
  - (4) Accessory dwelling units that meet the criteria of Subsection 7-3-13 (G).

---

<sup>8</sup> The applicability of existing Single Family Home Design Standards is proposed to be expanded to address all types of residential development. Refer to proposed updates to that Chapter for details.

<sup>9</sup> Intent statement updated to reflect Master Plan land use categories. Existing "R" zoning includes some areas designated as Rural Neighborhoods and some designated as Single-Family Neighborhoods. As defined by the Master Plan, Single-Family Neighborhoods support 2 to 8 du/ac.

- (5) Cluster development dwellings.
- (C) Conditional Uses:
  - (1) Single family attached dwellings, Triplex dwellings, Fourplex dwellings, and Multiple family dwellings.<sup>10</sup>
  - (2) Churches, schools, and day care facilities not otherwise allowed as an accessory use to a dwelling unit.
  - (3) Bed and breakfast operations which meet the criteria of Subsection 7-3-13(F) in addition to the criteria of Section 7-3-14.
  - (4) Group homes.

**7-3-6 "HR" HISTORIC RESIDENTIAL DISTRICT.<sup>11</sup>**

- (A) Intent: This District is intended to coincide with the historic residential core of Ridgway and accommodate a variety of housing types at medium density as well as other activities which are compatible with such uses. Uses by Right:
  - (1) Single family detached dwellings.
  - (2) Single family attached dwellings in structures containing no more than four dwelling units.
  - (3) Duplex dwellings.
  - (4) Triplex dwellings.
  - (5) Fourplex dwellings.
  - (6) Public utility service facilities.
  - (7) Government buildings and facilities.
  - (8) Parks and recreation facilities, including community gardens, owned or operated by a property owners association or civic organization.
  - (9) Manufactured homes on individual lots that are anchored to a foundation in conformity with Subsection 6-6-3(A) and that comply with Subsection 7-3-17(K).
  - (10) Accessory uses.
  - (11) Accessory dwelling units that meet the criteria of Subsection 7-3-13(G).
- (B) Conditional Uses:
  - (1) Single family attached dwelling units in structures containing more than four dwelling units.
  - (2) Co-housing development dwellings.
  - (3) Live/work dwellings limited to office, retail, repair and artisanal manufacturing.<sup>12</sup>

---

10 Ridgway R neighborhoods have a small amount of these types of housing already as a result of PUDs. Is the Commission okay including these housing types as conditional in the R district?

11 Proposed changes intended to reflect Master Plan land use categories. The Town Core Neighborhoods land use category supports densities from 6 to 12 du/ac.

12 Does the Planning Commission feel this is appropriate for the HR district? It could be more intense than a currently allowed home occupation.

## Ridgway Municipal Code

- (4) Multiple family dwellings.
- (5) Group homes.<sup>13</sup>
- (6) Churches, schools, day care facilities not otherwise allowed as an accessory use to a residence
- (7) Community centers.
- (8) Bed and breakfast operations which meet the criteria of Subsection 7-3-13(F) in addition to the criteria of Section 7-3-14.

### **7-3-7 “MR” MIXED RESIDENTIAL.<sup>14</sup>**

(A) Intent: This District provides opportunities for a diverse mix of housing options at higher densities, as well as supporting services and other compatible uses that help meet the needs of area residents. Uses should be organized in compact, pedestrian- and bicycle-friendly manner and be responsive to the scale and intensity of development in adjacent zoning districts.

(B) Uses by Right:

- (1) Single family detached dwellings.
- (2) Single family attached dwellings.
- (3) Duplex dwellings.
- (4) Triplex dwellings
- (5) Fourplex dwellings
- (6) Co-housing development dwellings.
- (7) Cluster development dwellings.
- (8) Multiple family dwellings.
- (9) Group Homes.<sup>15</sup>
- (10) Public utility service facilities.
- (11) Parks and recreation facilities.
- (12) Government buildings and facilities.
- (13) Accessory uses.
- (14) Accessory dwelling units that meet the criteria of Subsection 7-3-13(G).

(C) Conditional Uses:

---

<sup>13</sup> Added because under the FHAA group homes for the disabled cannot be excluded or limited in districts that allow multifamily residences of a similar size.

<sup>14</sup> Proposed new district to help implement the Mixed-Neighborhood land use category in the Master Plan. The Mixed Neighborhoods category supports densities of between 12 and 18 du/ac. This district was informed by previous discussions about creating two new higher density residential districts that occurred in 2016 to 2017. Without focusing on exactly what land may be rezoned or zoned in the future to this district, is this a good tool for the community, is it a development type we would be okay with?

<sup>15</sup> Added because under the FHAA group homes for the disabled cannot be excluded or limited in districts that allow multifamily residences of a similar size.

- (1) Retail stores
- (2) Restaurants and taverns
- (3) Live/work dwellings limited to office, retail, repair and artisanal manufacturing.<sup>16</sup>
- (4) Schools and day care facilities not allowed as an accessory use to a residence.
- (5) Bed and breakfast operations which meet the criteria of Subsection 7-3-13(F) in addition to the criteria of Section 7-3-14
- (6) Nursing homes for the aged, invalid, ill, or mentally impaired.
- (7) Short term rental of a single family detached dwellings.<sup>17</sup>

(D) Performance and Design Standards:

In addition to the Residential Design Standards in Section 6-6, the following standards shall apply:

- (1) Developments must address storm water drainage and to employ a storm water drainage plan that does not discharge to the Town streets or storm water infrastructure if available, an amount greater than historic flows have discharged to public infrastructure.
- (2) A mix and variety of housing types and unit sizes must be incorporated to the maximum extent feasible based on the size of the development, adjacent development context, and other site considerations.
- (3) Parks, open spaces or common areas must be incorporated into the development.
- (4) Parking shall be sited to provide the least visual impact from public rights of way and shall not dominate the frontage of pedestrian-oriented streets. Site parking shall include bike racks and areas for parking strollers and other nonmotorized vehicles near the main entrance to the primary building(s) and shall have a logical connection to on-site non-motorized access routes.
- (5) Parking areas, outside trash receptacles, large utility boxes, open storage areas, mechanical systems and other unattractive views shall be screened from the street and public right of way. Screening of utility boxes, trash enclosures, and similar uses shall be around all sides except for those required for access, which will be screened with a gate on the access side.
- (6) Buildings containing more than 25,000 square feet of gross floor area are not permitted.

**7-3-8 "FD" FUTURE DEVELOPMENT DISTRICT.**

- (A) Intent: This District is intended to include lands held in reserve to meet future growth needs of the community. Uses include very low density single family detached dwellings and agriculture.
- (B) Uses by Right:
  - (1) Single family detached dwellings.
  - (2) Agriculture.
  - (3) Public utility service facilities.

---

<sup>16</sup> Does the Planning Commission feel this is appropriate for the MR district? It could be more intense than a currently allowed home occupation.

<sup>17</sup> This would mean that no other type of residence in this district could be a STR, only single family detached dwelling units.

## Ridgway Municipal Code

- (4) Accessory uses.
- (5) Accessory dwelling units that meet the criteria of Subsection 7-3-13(G).
- (C) Conditional Uses:
  - (1) Gravel Extraction

### **7-3-9 "HB" HISTORIC BUSINESS DISTRICT.**

- (A) Intent: This District encompasses the historic commercial core of Town. Intended uses include a mix of retail, restaurants, office, lodging, residential, service, institutional and other uses that are compatible with the historic character of the Town Core and contribute to vibrant, pedestrian-friendly atmosphere. uses. All residential development must comply with residential design standards in Section 6-6. Where short term rentals are permitted, they must comply with Subsection 7-3-13.<sup>18</sup>
- (B) Uses by Right:<sup>19</sup>
  - (1) Single family detached dwellings and Duplex dwellings constructed before January 1, 2020, and short term rental of those dwellings.
  - (2) Single family attached dwellings, Triplex dwellings, Fourplex dwellings, and Multiple family dwellings, and short term rental of those dwellings.
  - (3) Live/work dwellings.
  - (4) Group homes.<sup>20</sup>
  - (5) Retail stores, business and professional offices and service establishments which cater to the general public, excluding day care facilities.
  - (6) Libraries, museums and depots.
  - (7) Public utility service facilities.
  - (8) Government buildings and facilities.
  - (9) Private and fraternal clubs.
  - (10) Indoor theaters.
  - (11) Restaurants and taverns.
  - (12) Churches, Sunday schools and community centers, schools, parks and playgrounds.
  - (13) Hotels, motels, lodges, and other types of short term accommodations for vacations, tourists, business visitors and the like.
  - (14) Parking facilities, funeral homes, commercial garages.

---

<sup>18</sup> Updated to reflect definition of Town Core land use category in the Master Plan. Removed references to by right and conditional uses, since those distinctions are covered below.

<sup>19</sup> While there are existing single-family detached homes in the "HB" District that will likely remain, higher-density housing (e.g., duplexes, attached single-family, multifamily dwellings) is encouraged by the Master Plan where infill/redevelopment occurs to expand housing options within walking distance of services and amenities.

<sup>20</sup> Added because under the FHAA group homes for the disabled cannot be excluded or limited in districts that allow multifamily residences of a similar size.

- (15) Accessory uses.
  - (16) Arts and craft studios.
  - (17) Accessory dwelling units that meet the criteria of Subsection 7-3-13(G).
- (C) Conditional Uses:
- (1) Light Manufacturing.
  - (2) Any use not prohibited by Subsection (D) which is consistent with the intent expressed in Subsection (A).
  - (3) The outside storage of equipment inventory or supplies, accessory to a business occupying a building on the premises, subject to conditions imposed pursuant to Section 7-3-14 and 7-3-18(G), which may include time limitations and limitations appropriate to lessen the impact on other property, including screening. Written Notice of the Hearing pursuant to Section 7-3-18 shall be provided by the applicant to all owners of property located within 100 feet of the affected property.
  - (4) Buildings with a gross floor area greater than 7,500 square feet.
- (D) The following uses are not to be construed as a "Use by Right" or a "Conditional Use" in the "HB" District.
- (1) Drive in restaurants, drive in theaters, or any other retail stores and service establishments with drive-through facilities.
  - (2) Above ground storage of hazardous fuels.
  - (3) Heavy manufacturing and industrial uses.
  - (4) Gas stations.
  - (5) Farm implement, manufactured home, automobile and other vehicle sales or service establishments.
  - (6) Automobile body shops.
  - (7) Machine and welding shops.
  - (8) Boarding and Rooming House(s).Dormitory.
- (E) Performance Standards:
- (1) No use shall be established, maintained or conducted in any "HB" Historic Business District that will result in any public or private nuisance.
  - (2) No equipment, inventory, or supplies may be stored outside, except as authorized pursuant to Subsection 7-3-8(C)(3).
  - (3) All manufacturing and industrial activities must take place inside with no noise, smoke, dust or light observable off of the premises.
  - (4) ??<sup>21</sup>

---

21 The Town Clerk is confirming the numbering of this section, and it may be helpful to add a subheading reading "parking" for subsection (4).

### Ridgway Municipal Code

- (a) Residential uses must provide off-street parking as required by Subsection 7-3-10(C)(1)(a) and Subsection 7-3-10(C)(1)(r).
- (b) All non-residential uses must provide a minimum of one off-street parking space per 1650 square feet of gross floor area. Partial spaces will be rounded up to the next whole number of required parking spaces. If the structure contains both residential and non-residential uses, calculation of the gross floor area shall not include the residential area(s) for purposes of determining off-street parking pursuant to this paragraph. Also excluded from this calculation are enclosed parking and outdoor common areas. Parking spaces will be accessed only from an alley. The first three spaces must be provided on-site.
- (c) In cases where mixed residential and non-residential uses occur within the same property, the residential parking requirements of Subsection (a) shall be in addition to the non-residential parking space requirement set forth in Subsection (b).
- (d) In lieu of non-residential off-street parking requirements in excess of three spaces and pursuant to Subsection (b) above, a money payment of \$3,000 per space may be paid to the Town, which money shall be used to fund the acquisition or construction of public parking facilities to serve the Historic Business Zoning District.

(5) Buildings containing more than 15,000 square feet of gross floor area shall not be allowed.

#### **7-3-10 "DS" DOWNTOWN SERVICE DISTRICT.<sup>22</sup>**

- (A) Intent: The Downtown Service District is not intended to compete with the Historic Business District or the General Commercial District, but rather intended to provide some flexibility in use for existing residences located on or within 100 feet of Highway 62, west of Laura Street as depicted upon the Town Comprehensive Plan Land Use Map. The flexibility in use is intended to mitigate the impact of increasing traffic upon the highway upon residences, by allowing for limited business use of the properties. The Downtown Service District is further intended to provide an effective transition between the General Commercial and Historic Business Districts and nearby residential neighborhoods along and near the Highway without creating an undue, adverse impact on these areas. Establishments and structures within the Downtown Service District are intended to appear “residential” as opposed to simply providing a visual extension of the commercial and business districts. Toward this objective, some service-oriented businesses are allowed within the Downtown Service District, as conditional uses, and with performance criteria that speak to appearance, signage and parking. These businesses may have limited and ancillary retail use. Home occupation of these business uses is permissible in accordance with Section 7-3-13(A). Auto intensive uses such as gas stations, drive-through businesses, convenience stores and similar uses that generate high traffic of items or require large parking areas are not permitted. All residential development in these districts must comply with residential design standards in Section 6-6.<sup>23</sup>

---

<sup>22</sup> Corresponds to portions of the Town Core Neighborhoods land use category in the Master Plan that are located along Sherman Street. General intent of the “DS” District is consistent with the Master Plan. Minor updates are proposed to reflect the addition of additional housing types. The numbering of the remainder of the Article changes from this point forward. This section is currently numbered 7-3-8.5, and it (and later sections) will need to be revised by the Town Clerk. Cross-references to any of the following sections will also need to be corrected.

<sup>23</sup> The applicability of existing Single Family Home Design Standards is proposed to be expanded to address all types of residential development. Refer to proposed updates to that Chapter for details.

**(B) Uses by Right:**

- (1) Single family detached dwellings.
- (2) Single family attached dwellings.
- (3) Duplex dwellings.
- (4) Triplex Dwellings.
- (5) Fourplex Dwellings.
- (6) Public utility service facilities.
- (7) Government buildings and facilities.
- (8) Parks and recreation facilities owned or operated by a homeowners association.
- (9) Accessory dwelling units that meet the criteria of Subsection 7-3-13(G).
- (10) Live/work dwellings.

**(C) Conditional Uses:**

- (1) Professional offices and service businesses that do not require outside storage, intensive vehicular access or present nuisance concerns to surrounding residential neighborhoods, including offices for doctors, dentists, chiropractors, lawyers, accountants, engineers, surveyors, architects, title companies, real estate companies, beauty salons, and other similar professional offices or service providers.
- (2) Limited retail use that is ancillary to the professional offices or service businesses is allowable under the conditional use, as long as it is not a primary use of the business. For purpose of determining whether retail uses are “ancillary,” floor space allocated to retail use and /or gross receipts of retail sales may be considered.
- (3) Bed and breakfast operations which meet the criteria of Subsection 7-3-13(F) in addition to the criteria of Section 7-3-14.
- (4) Churches, schools, daycare facilities not allowed as an accessory use to a residence, multi-family residences and community centers.

**(D) Performance Standards for Conditional Uses:**

- (1) Conditional Uses, other than churches, schools, multi-family residences and community centers, shall comply with the intent of Subsection 7-3-10(A).
- (2) All applications for conditional uses shall be accompanied by a site plan proposal detailing, at a minimum, the following information or other information deemed necessary by the Town of Ridgway:
  - (a) Site plan showing setbacks, lot coverage, parking, vehicle and pedestrian access, landscaping, topographic features, utility locations, storage/trash receptacles and similar information.
  - (b) Building design showing building elevations (all four sides), finish materials, door and window placement and location and types of exterior lighting fixtures.



### Ridgway Municipal Code

- (c) A statement of the anticipated traffic impact on the site and on adjacent properties and roadways.
- (3) All professional offices and service businesses allowed as a conditional use shall have no more than five employees.
- (4) Structures must be compatible in mass and scale with nearby residences, and similar in architectural features.
- (5) Off-street parking per Town standards is required, but businesses shall be credited with half parking space for every on-street parking space that is constructed adjacent to the business and in accordance with Town specifications. No parking shall be allowed on alley ways or on Highway 62 (Sherman Street).
- (6) Signage shall be non-illuminated and attached to the building.
- (7) Business hours shall be between 7:30 am and 5:30 pm.
- (8) No semi-truck traffic shall be allowed upon residential streets or alley ways.
- (9) No food services shall be allowed unless as otherwise specified herein.
- (10) No drive-in restaurants, drive-in theatres, or any other retail stores and service establishments with drive-through facilities shall be allowed in the "DS" District.

#### **7-3-11 "GC" GENERAL COMMERCIAL DISTRICT.<sup>24</sup>**

Intent: This District encompasses lands along the river and Highways 550 and 62. Its purpose is to create areas for a mix of retail and commercial services, office, and other supportive uses to meet the needs of residents and tourists. A mix of higher-density housing types are also supported to provide for live/work opportunities and to promote activity and vibrancy within these areas. While more auto-oriented than development within the Town Core, uses in the "GC" District should be designed with the safety and convenience of pedestrians and bicyclists in mind.

(A) Uses by Right:

- (1) Short term rental of Single family detached dwellings and Duplex dwellings constructed before January 1, 2020.
- (2) Group homes.<sup>25</sup>
- (3) Retail stores, business and professional offices and service establishments which cater to the general public.
- (4) Libraries, museums and depots.
- (5) Public utility service facilities.
- (6) Government buildings and facilities.
- (7) Private and fraternal clubs.
- (8) Indoor theaters.

---

<sup>24</sup> Updated to reflect definition of the corresponding Mixed Use Business land use category in the Master Plan. Proposed changes are intended to reinforce the mixed-use intent of the "GC" District.

<sup>25</sup> Added because under the FHAA group homes for the disabled cannot be excluded or limited in districts that allow multifamily residences of a similar size.

- (9) Restaurants and taverns.
- (10) Churches, Sunday schools and community centers, schools, parks and playgrounds.
- (11) Hotels, motels, lodges, and other types of short term accommodations for vacations, tourists, business visitors and the like.
- (12) Parking facilities, funeral homes, commercial garages.
- (13) Accessory uses.
- (B) Conditional Uses:
  - (1) Single family attached dwellings, Triplex dwellings, Fourplex dwellings, and Multiple family dwellings, and short term rentals of those dwellings.<sup>26</sup>
  - (2) Gas stations which comply with the following criteria:
    - (a) All fuel storage shall be located underground.
    - (b) All gasoline pumps, lubrication and service facilities shall be located at least 20 feet from any street right of way line.
    - (c) No curb cut may be any closer than 30 feet from any street intersection.
    - (d) A minimum lot frontage of 125 feet is required.
    - (e) The main building on the site shall be set back at least 40 feet from any property line.
  - (3) Repealed by Ordinance 6-2004
  - (4) Building materials businesses.
  - (5) Farm implement, manufactured home, automobile and other vehicle sales or service establishments.
  - (6) Feed storage and sales establishments.
  - (7) Veterinary clinics.
  - (8) Automobile body shops.
  - (9) Machine and welding shops.
  - (10) Warehouses or storage facilities.
  - (11) Travel home parks.
  - (12) Manufactured home parks.
  - (13) Manufacturing and industrial uses. Typical examples include: food processing; metal finishing and fabrication; power generation and transformer stations; paper, plastic and wood manufacturing (excluding processing of any raw materials), fabric manufacturing and similar activities.

---

<sup>26</sup> Removed single-family homes and duplexes as conditional uses. Does the Commission want to consider moving multiple family dwellings, or other dwelling types in this list, to a use by right?

## Ridgway Municipal Code

- (14) Gravel extraction.
  - (15) Buildings 27' to 35' in height or containing more than 10,000 square feet of gross floor area.
  - (16) Campgrounds or similar facilities which (a) do not provide spaces for travel homes or recreational vehicles, (b) allow only a maximum of three nights stay, (c) allow only campground owned tepees, tents or similar structures and (d) meet all applicable requirements of state statutes and regulations for a "developed campground" including adequate restroom facilities, except as otherwise approved by the Planning Commission.
  - (17) Daycare facilities which do not qualify as an accessory use to a residence.
  - (18) Developments with more than 20 parking spaces shall incorporate the mitigation and site planning improvements set out in Section II.b. of the Commercial Design Guidelines adopted as part of the Town's Master Plans.
- (C) Performance Standards:
- (1) No use shall be established or maintained in the "GC" District which results in an unreasonable hazard to the community, creates a public or private nuisance, or creates unreasonable smoke, dust, noise, fumes, odors, vibrations or light observable off the premises.
  - (2) Buildings containing more than 10,000 square feet of gross floor area will be required to mitigate the visual impacts of their size by means of design, landscaping, berming and other methods of site treatment, and must be compatible with the mass and scale of existing buildings on adjacent properties, or if there are no such buildings compatible with the mass and scale of buildings in the Town generally.  
Buildings containing more than 25,000 square feet of gross floor area shall not be allowed.
  - (3) All uses shall be required to mitigate the impacts of their operations by means of landscaping, screening, site design, fencing or other methods to assure the reasonable enjoyment of adjacent property.
  - (4) All outdoor storage areas must be screened by means of fencing, landscaping or other methods.
  - (5) ???<sup>27</sup>
    - (a) Residential uses must provide off-street parking as required by Subsection 7-3-10(C).
    - (b) Repealed by Ordinance 19-1999
    - (c) Repealed by Ordinance 19-1999
    - (d) Residences shall be minimum of 21 feet wide with an average roof pitch of at least 3 to 12 and a minimum eave overhang of 12 inches.
    - (e) Residential development shall not be located along primary roadway frontages to preserve these locations for commercial services and other businesses that rely upon visibility.<sup>28</sup>

---

<sup>27</sup> The Town Clerk is verifying the numbering of this section, and a subsection heading may be added for clarity.

<sup>28</sup> This section will be revised to add specific road frontages to which it applies.

- (6) Drive-in restaurants, drive-in theatres, or any other retail stores and service establishments with drive-through facilities, other than banks or pharmacies, shall not be allowed in the "GC" District.
- (7) Boarding and Rooming House(s) shall not be allowed in the "GC" District.
- (8) A Dormitory shall not be allowed in the "GC" District.

**7-3-12 "I-1" LIGHT INDUSTRIAL - 1 DISTRICT.**

- (A) Intent: This district is to provide areas for light industrial uses that include offices and light manufacturing and fabrication. Additionally, this district is to provide opportunities for employment and serve as a transition from adjoining residential neighborhoods. Uses by right in this district, will be those that do not create an adverse impact on adjoining uses from lighting, noise, vibration, glare, smoke/fumes/odor, outside storage or other similar impacts. Landscaping is to be used to improve the appearance of the properties, breakup parking areas into smaller sections and generally buffer the industrial area from surrounding non-industrial uses. Work conducted on-site is to occur primarily inside buildings. Some on-site impacts may be associated with this district in the form of noise, truck traffic, and vibrations. However, these impacts must be mitigated at the property line.
- (B) Uses by Right:<sup>29</sup>
  - (1) Retail - Wholesale Uses:
    - (a) Building supplies and material sales.
    - (b) Electronic and mechanical supplies.
    - (c) Industrial equipment sales or leasing.
    - (d) Office supplies, printing.
    - (e) Nursery sales and storage of nursery equipment, materials and supplies.
  - (2) Services:
    - (a) Business research and development directly related to permitted uses.
    - (b) Commercial laundries and dry cleaning.
    - (c) Computer software research and development.
    - (d) Office buildings.
    - (e) Testing laboratories and associated offices.
  - (3) Manufacturing Processing and Assembly:
    - (a) Data processing.
    - (b) Fabrication of wood, ceramics, glass, metal, plastics, and plastic products; furniture, sporting goods, textiles, apparel, and accessories to any of these products.

---

<sup>29</sup> DISCUSSION ITEM FOR PLANNING COMMISSION. Based on the definition of live/work dwelling added above, and other district edits and additions, do we need to add live-work as a permitted use to this district?

### **Ridgway Municipal Code**

- (c) Manufacturing, processing and packaging of food or beverages, provided all of these operations are within enclosed buildings located further than 250 feet from the Town's existing lagoons and wastewater flume at the southwest aspect of the Ridgway Public Works Wastewater Facility, and all ventilation intakes are on the opposite side of the building from the existing lagoons.
- (4) Storage:
  - (a) Storage or warehousing facilities for materials or equipment entirely within a building (except storage of materials which are prohibited from use in this district). All storage or warehouse facilities shall be accessory to a use by right.
  - (b) Storage, warehousing and distribution of food or beverages, provided all of these operations are within enclosed buildings located further than 250 feet from the Town's existing lagoons and wastewater flume at the southwest aspect of the Ridgway Public Works Wastewater Facility, and all ventilation intakes are on the opposite side of the building from the existing lagoons.
- (5) Other uses:
  - (a) Cold storage plants.
  - (b) Electronic switching stations - telephone.
  - (c) Motion picture studios.
  - (d) Vocational school, educational, training center.
  - (e) Public utility service facilities.
  - (f) Government buildings and facilities.
  - (g) Accessory uses.
- (C) Conditional Uses:
  - (1) Retail - Wholesale Uses:
    - (a) Vehicle sales or leasing.
    - (b) Retail sales.
    - (c) Printing and publishing facilities.
  - (2) Manufacturing Processing and Assembly:
    - (a) Assembling or manufacturing electronic instruments and devices.
    - (b) Assembly of small appliances.
  - (3) Storage:
    - (a) Repealed by Ordinance 8-2006
    - (b) Storage rental units.

- (c) Outdoor storage exceeding 200% of the principal building footprint where materials are intended for on-site wholesale or retail sales. In no case shall storage exceed 900% of the principal structure's building footprint.
- (4) Other uses:
  - (a) Contractor offices.
  - (b) Electric power substations.
  - (c) Small scale welding accessory to another allowed use.
- (D) Performance Standards:
  - (1) All manufacturing, fabrication and repairs shall be conducted within a building unless the activity is not visible from adjoining property outside of the light industrial district within 100 yards of the district boundary.
  - (2) Outdoor storage of supplies, machinery, equipment or products shall be screened from view from the adjacent street and properties.
  - (3) Any outside storage of materials, equipment or supplies associated with a use by right or conditional use shall not exceed 200% of the total building footprint of the structure associated with that use except in the case where materials are intended for on-site wholesale or retail sales.
  - (4) Landscaping within Setbacks and Street Rights-of-way - Where an industrial zoning district is adjacent to or across the street from a non-industrial use, additional landscaping shall be provided to buffer the industrial district from adjoining use. An applicant shall submit a detailed landscaping plan for locations within which the aforementioned conditions exist when the applicant makes a request for a building permit. The plan shall indicate location, type and species of all buffering vegetation. The landscaping plan shall also include the details of irrigation systems necessary for establishment and continued survival of all plantings. The Town shall review the landscaping plan to determine if it is in conformance with landscaped buffering standards in the Ridgway Municipal Code. Unacceptable proposals will be rejected and the building permit shall be withheld until a plan providing adequate buffering is submitted and accepted by the Town.
  - (5) The maximum fence height shall be 8 feet.
  - (6) Maximum Building Size Without Special Review - 5,000 square feet of gross floor area. Buildings containing more than 5,000 square feet of gross floor area will be required to mitigate the visual impacts of their size by means of design, landscaping, berming and other methods of site treatment. Buildings must be compatible with the mass and scale of existing buildings on adjacent properties, or if there are no such buildings, compatible with the mass and the scale of buildings in the Town generally. In no case, shall buildings exceed 5,000 square feet of building footprint.
  - (7) Fencing, parking and storage is not allowed in the front or side setbacks along any street.
  - (8) Drive-in restaurants, drive-in theatres, or any other retail stores and service establishments with drive-through facilities shall not be allowed in the "I-1" District.
  - (9) Applicants shall submit an Industrial Use Mitigation Report that details how the proposed use will conform to the following criteria. Mitigation measures shall include, at a minimum, a combination of site design, building setbacks, landscaping and screening, to

### **Ridgway Municipal Code**

minimize noise, odor, glare, vibration or lighting from emanating beyond the property boundaries in a manner that is not in conformance with these or other town regulations. An application that fails to address each of the following items or that inadequately addresses these items shall be deemed incomplete and no permits shall be issued until all criteria have been addressed.

- (a) Additional Studies. The applicant shall complete or provide funding for completion of studies by qualified personnel that the Town deems necessary to quantify and to develop recommendations for abating impacts directly associated with the proposed use.
- (b) Dust and Fly Ash. No solid or liquid particles shall be emitted in such a quantity as to be readily detectable at any point along lot lines or as to produce a public nuisance or hazard beyond lot lines.
- (c) Electrical Disturbance or Interference. No use shall:
  - (i) Create any electrical disturbance that adversely affects any operations or equipment other than those of the creator of such disturbance, or
  - (ii) Otherwise cause, create, or contribute to the interference with electrical signals (including television and radio broadcasting transmissions) to the extent that the operation of any equipment not owned by the creator of such disturbance is adversely affected.
- (d) Exterior Lighting. All exterior lighting shall conform to Chapter 6 Section 5 of the Town of Ridgway Municipal Code titled "Outdoor Lighting Regulations".
- (d) Fire and Explosion. No fire or explosive hazard shall exist such as to produce dangerous exposure to adjacent property.
- (e) Glare. No direct or reflected glare shall be detectable at any Light Industrial District boundaries.
- (f) Hazardous Waste. Hazardous waste shall be those substances as defined by Federal, State or local regulations. The disposal, treatment, bulking or handling (hereinafter collectively called treatment) of hazardous waste within the municipal limits of the Town of Ridgway shall be permitted only when such waste is generated within the Town of Ridgway. Any such treatment shall be prohibited except in conformance with all applicable Federal, State or local regulations governing hazardous waste. The temporary storage of hazardous waste other than for treatment is permitted only when it is used, manufactured or generated as a waste as part of an industrial, manufacturing or laboratory process that takes place within the Town of Ridgway. In this circumstance, hazardous waste shall be inventoried and stored inside a building with an impermeable floor and otherwise handled in strict conformance with all applicable Federal, State and local regulations. The records pertain to such inventory and storage shall be open to authorized personnel of the Town of Ridgway and/or the Ridgway Fire Department upon reasonable request.
- (g) Heat. No direct or reflected heat that is dangerous or discomforting shall be detectable at any Light Industrial District boundaries.

- (h) Landscaping. A landscaping plan setting forth type, size, location of all plant types and species shall be submitted in conformance with the landscaping standards Section 6-1-11 of the Town of Ridgway Municipal Code. The design of the landscaping plan shall adequately buffer the light industrial use from adjacent surrounding non-light industrial zone districts and breakup any parking area more than 25 spaces to avoid the appearance of large areas of parking.
- (i) Noise. No persistent noise shall be detectable beyond the property line in excess of the values identified in the following table:

(i) **???**<sup>30</sup>

Zoning of lot where use is located	Zoning of Adjacent Lot			
	All Residential Zone Districts	General Commercial District	Industrial-1 District	Industrial-2 District
Industrial-1 District	50	55	60	65
Industrial-2 District	50	60	65	70
All of the above levels are measured in decibels dB(A).				

- (ii) Impact noises are sounds that occur intermittently rather than continuously. Impact noises generated by sources that do not operate more than one minute in any hour are permissible up to a level of 10 dB(A) in excess of the figures listed in the table above, except that this higher level of permissible noise shall not apply from 7:00 pm to 7:00 am when the adjacent lot is zoned residential. The impact noise shall be measured using the fast response of the sound level meter.
- (iii) Noise resulting from temporary construction activity that occurs between 7:00 am and 7:00 pm shall be exempt from the requirements of this section.
- (iv) Noise shall be measured on a decibel or sound level meter. Noise level shall be measured at a point located within a street or public right-of-way in the town and a distance of at least 25 feet from the noise source; and/or at the common property line of the property on which the noise source is located and the adjacent property.
- (v) No use in the light industrial zone districts may generate noise that tends to have an annoying or disruptive effect upon uses outside the immediate space occupied by the use if that use is one of several located on the lot or uses located on adjacent lots.
- (vi) The table above establishes the maximum permissible noise levels for the I-1 and the I-2 Zone Districts. Measurements shall be taken at the boundary line of the lot where a particular use is located, and, as

<sup>30</sup> The Town Clerk is confirming the numbering of this subsection, and a subsection heading may be added for clarity.



### Ridgway Municipal Code

indicated, the maximum permissible noise levels vary according to the zoning of the lot adjacent to the lot on which subject use is located.

- (j) Odor.
  - (i) For purposes of this section, the "odor threshold" is defined as the minimum concentration in a year of a gas, paper or particulate matter that can be detected by the olfactory systems of a healthy observer.
  - (ii) No use in the I-1 or I-2 Districts may generate any odor that reaches the odor threshold measured at the outside boundary of the immediate space occupied by the enterprise generating the odor (if there is more than one enterprise in the structure) or the lot line (if the enterprise generating the odor is the only enterprise located on a lot).<sup>31</sup>
- (k) Off-site Impacts. Off-site impacts that directly result from the proposed use shall be abated. The Town of Ridgway reserves the right to require an independent evaluation of off-site impacts including recommendations about mitigation measures.
- (l) Radioactivity. No operation shall be permitted which causes radioactivity in violation any applicable Federal, State or local regulation.
- (m) Smoke. For purposes of determining the density of equivalent opacity of smoke, Ringlemann chart, as adopted and published by the United States Department of Interior, Bureau of Mines Information Circular 8333 May 1967, shall be used. The Ringlemann number referred to in this Section refers to the number of the area of the Ringlemann Chart that coincides most nearly with the visual density of equivalent opacity of the omission of smoke observed. For example, a reading of Ringlemann No. 1 indicates a twenty percent density of the smoke observed. No smoke shall be permitted in such quantity as to become a nuisance nor shall it be detectable at any property boundaries. All measurements shall be taken at the point of emission of the smoke. In the I-1 District, no use may emit from a tent, stack, chimney or combustion process any smoke that exceeds a density or equivalent capacity of Ringlemann No. 1, except that any emission that does not exceed a density or equivalent capacity of Ringlemann No. 2 is permissible for a duration of not more than four minutes during any eight hour period if the source of such emission is not located within 250 feet of a residential district.
- (n) Vehicular Traffic. Traffic to and from the site shall not overload or damage street systems to or from the site. Verification of this provision shall be a confirmed by an independent traffic analysis conducted by properly qualified individuals.
- (o) Vibration. No inherent and recurrently generated vibration shall be perceptible, without instruments, at any point along in the boundary line of the property on which the use is located. Where more than one use is located on a property, then this standard shall also be measured along any wall of any other building on the property.

---

<sup>31</sup> This section has been reformatted for clarity and to simplify document numbering.

- (p) Waste Disposal. Liquid and solid waste disposal and water service shall comply with all pertinent Federal, State and local regulations.
- (q) Observations shall be made as described in the applicable subsection above. In the event that the point of measurement is not defined or if there is more than one use on the property, measurements shall be taken at the property line of the lot on which the use is located if it is the only use on the lot, or at the exterior of the building in which the use is located if more than one use exists on the same site.

**7-3-13 "I-2" LIGHT INDUSTRIAL - 2 DISTRICT.**

- (A) Intent: This district is similar to the I-1 Light Industrial District but will allow more intensive uses. Uses by right in this district, will be those that do not create an adverse impact on adjoining uses from lighting, noise, vibration, glare, smoke/fumes/odor, outside storage or other similar impacts. Landscaping is to be used to improve the appearance of the properties, breakup parking areas into smaller screened sections and generally buffer the industrial area from surrounding non-industrial uses. Work conducted on-site may occur outside of buildings. Some on-site impacts may be associated with this district in the form of noise, truck traffic, and vibrations. However, these impacts must be mitigated at the property line.
- (B) Uses by Right:
  - (1) Retail - Wholesale Uses:
    - (a) Vehicle sales or leasing.
    - (b) Building supplies and material sales.
    - (c) Electronic and mechanical supplies.
    - (d) Industrial equipment sales or leasing.
    - (e) Agricultural equipment sales or leasing.
    - (f) Office supplies.
    - (g) Nursery sales and storage of nursery equipment, materials and supplies.
  - (2) Services:
    - (a) Business research and development directly related to permitted uses.
    - (b) Commercial laundries and dry cleaning.
    - (c) Computer software research and development.
    - (d) Office buildings.
    - (e) Testing laboratories and associated offices.
    - (f) Veterinary hospitals.
    - (g) Animal kennels or boarding facilities.
  - (3) Manufacturing Processing and Assembly:
    - (a) Assembling or manufacturing electronic instruments and devices.

### **Ridgway Municipal Code**

- (b) Assembly of small appliances.
  - (c) Data processing.
  - (d) Fabrication of wood, ceramics, glass, metal, plastics, and plastic products; furniture, sporting goods, textiles, apparel, and accessories to any of these products.
  - (e) Outdoor manufacturing, assembly or fabrication.
  - (f) Manufacturing, processing and packaging of food or beverages, provided all of these operations are within enclosed buildings located further than 250 feet from the Town's existing lagoons and wastewater flume at the southwest aspect of the Ridgway Public Works Wastewater Facility, and all ventilation intakes are on the opposite side of the building from the existing lagoons.
- (4) Storage:
- (a) Storage or warehousing facilities for materials or equipment entirely within a building (except storage of materials which are prohibited from use in this district).
  - (b) Outdoor storage of supplies, machinery, equipment or products.
  - (c) Storage rental units.
  - (d) Storage, warehousing and distribution of food or beverages, provided all of these operations are within enclosed buildings located further than 250 feet from the Town's existing lagoons and wastewater flume at the southwest aspect of the Ridgway Public Works Wastewater Facility, and all ventilation intakes are on the opposite side of the building from the existing lagoons.
- (5) Other Uses:
- (a) Carwash.
  - (b) Automotive repair shop, body shops, paint shops.
  - (c) Truck repair shop.
  - (d) Recycling of metals, paper, plastic or automotive oil.
  - (e) Cold storage plants.
  - (f) Contractor construction yards.
  - (g) Electronic switching stations - telephone.
  - (h) Motion picture studios.
  - (i) Motor or railroad freight depots.
  - (j) Welding and welding shops.
  - (k) Printing or publishing facilities.
  - (l) Vocational school, educational, training center.
  - (m) Public utility service facilities.

- (n) Government buildings and facilities.
  - (o) Accessory uses.
- (C) Conditional Uses:
  - (1) Retail and Wholesale Uses:
    - (a) Retail sales.
  - (2) Manufacturing Processing and Assembly:
    - (a) Manufacturing of products that involves use of toxic or hazardous materials or materials that are potentially detrimental because of latent explosion danger or radiation, or which endanger surrounding uses.
    - (b) Manufacturing or fabrication that requires state or federal permits of any kind and that are uses by right.
  - (3) Storage:
    - (a) Repealed by Ord 8-2006
    - (b) Storage of any materials that pose a danger to surrounding uses such as potential radiation or explosion, or for any other reason.
- (D) Performance Standards:
  - (1) All manufacturing, fabrication and repairs shall be conducted within a building unless the activity is not visible from an adjacent right-of-way or adjoining property outside of the light industrial district.
  - (2) The maximum fence height shall be 8 feet.
  - (3) Buildings containing more than 5,000 square feet of gross floor area will be required to mitigate the visual impacts of their size by means of design, landscaping, berming and other methods of site and architectural design treatments. Buildings must be compatible with the mass and scale of existing buildings on adjacent properties, or if there are no such buildings, compatible with the mass and the scale of buildings in the Town generally. In no case, shall buildings exceed 12,500 square feet of building footprint.
  - (4) Street frontages and street side yards are to be fully landscaped from the curb to the building.
  - (5) Fencing, parking and storage shall not exist in front and street side yard setbacks.
  - (6) Drive-in restaurants, drive-in theatres, or any other retail stores and service establishments with drive-through facilities shall not be allowed in the I-2 District.
  - (7) Applicants shall submit an Industrial Use Mitigation Report that details how the proposed use will conform to the following criteria. Mitigation measures shall include, at a minimum, a combination of site design, building setbacks, landscaping and screening, to minimize noise, odor, glare, vibration or lighting from emanating beyond the property boundaries in a manner that is not in conformance with these or other town regulations. An application that fails to address each of the following items or that inadequately addresses these items shall be deemed incomplete and no permits shall be issued until all criteria have been addressed.

### **Ridgway Municipal Code**

- (a) Additional Studies. The applicant shall complete or provide funding for completion of studies by qualified personnel that the Town deems necessary to quantify and to develop recommendations for abating impacts directly associated with the proposed use.
- (b) Dust and Fly Ash. No solid or liquid particles shall be emitted in such a quantity as to be readily detectable at any point along lot lines or as to produce a public nuisance or hazard beyond lot lines.
- (c) Electrical Disturbance or Interference. No use shall:
  - (i) Create any electrical disturbance that adversely affects any operations or equipment other than those of the creator of such disturbance, or
  - (ii) Otherwise cause, create, or contribute to the interference with electrical signals (including television and radio broadcasting transmissions) to the extent that the operation of any equipment not owned by the creator of such disturbance is adversely affected.
- (d) Exterior Lighting. All exterior lighting shall conform to Chapter 6 Section 5 of the Town of Ridgway Municipal Code titled "outdoor lighting regulations."
- (e) Fire and Explosion. No fire or explosive hazard shall exist such as to produce dangerous exposure to adjacent property.
- (f) Glare. No direct or reflected glare shall be detectable at any Light Industrial District boundaries.
- (g) Hazardous waste. Hazardous waste shall be those substances as defined by Federal, State or local regulations. The disposal, treatment, bulking or handling (hereinafter collectively called treatment) of hazardous waste within the municipal limits of the Town of Ridgway shall be permitted only when such waste is generated within the Town of Ridgway. Any such treatment shall be prohibited except in conformance with all applicable Federal, State or local regulations governing hazardous waste. The temporary storage of hazardous waste other than for treatment is permitted only when it is used, manufactured or generated as a waste as part of an industrial, manufacturing or laboratory process that takes place within the Town of Ridgway. In this circumstance, hazardous waste shall be inventoried and stored inside a building with an impermeable floor and otherwise handled in strict conformance with all applicable Federal, State and local regulations. The records pertaining to such inventory and storage shall be open to authorized personnel of the Town of Ridgway and/or the Ridgway Fire Department upon reasonable request.
- (h) Heat. No direct or reflected heat that is dangerous or discomforting shall be detectable at any Light Industrial District boundaries.
- (i) Landscaping. A landscaping plan setting forth type, size, location of all plant types and species shall be submitted in conformance with the landscaping standards Section 6-1-11 of the Town of Ridgway Municipal Code. The design of the landscaping plan shall adequately buffer the light industrial use from adjacent surrounding non-light industrial zone districts and breakup any

parking area more than 25 spaces to avoid the appearance of large areas of parking.

- (j) Noise. No persistent noise shall be detectable beyond the property line in excess of the values identified in the following table:

(i) ??<sup>32</sup>

Zoning of lot where use is located	Zoning of Adjacent Lot			
	All Residential Zone Districts	General Commercial District	Industrial-1 District	Industrial-2 District
Industrial-1 District	50	55	60	65
Industrial-2 District	50	60	65	70
All of the above levels are measured in decibels dB(A).				

- (ii) Impact noises are sounds that occur intermittently rather than continuously. Impact noises generated by sources that do not operate more than one minute in any hour are permissible up to a level of ten (10) dB(A) in excess of the figures listed in the table above, except that this higher level of permissible noise shall not apply from 7:00 pm to 7:00 am when the adjacent lot is zoned residential. The impact noise shall be measured using the fast response of the sound level meter.
- (iii) Noise resulting from temporary construction activity that occurs between 7:00 am and 7:00 pm shall be exempt from the requirements of this section.
- (iv) Noise shall be measured on a decibel or sound level. Noise level shall be measured at a point located within a street or public right-of-way in the town and a distance of at least 25 feet from the noise source; and/or at the common property line of the property on which the noise source is located and the adjacent property.
- (v) No use in the light industrial zone districts may generate noise that tends to have an annoying or disruptive effect upon uses outside the immediate space occupied by the use if that use is one of several located on the lot or uses located on adjacent lots.
- (vi) The table above establishes the maximum permissible noise levels for the I-1 and the I-2 Zone Districts. Measurements shall be taken at the boundary line of the lot where a particular use is located, and, as indicated, the maximum permissible noise levels vary according to the zoning of the lot adjacent to the lot on which subject use is located.
- (k) Odor.

<sup>32</sup> The Town Clerk is confirming the numbering of this subsection, and a subsection heading may be added for clarity.

### Ridgway Municipal Code

- (i) For purposes of this section, the "odor threshold" is defined as the minimum concentration in a year of a gas, paper or particulate matter that can be detected by the olfactory systems of a healthy observer.
- (ii) No use in the I-1 or I-2 Districts may generate any odor that reaches the odor threshold measured at the outside boundary of the immediate space occupied by the enterprise generating the odor (odor (if there is more than one enterprise in the structure) or The lot line (if the enterprise generating the odor is the only enterprise located on a lot)).<sup>33</sup>
- (l) Off-site Impacts. Off-site impacts that directly result from the proposed use shall be abated. The Town of Ridgway reserves the right to require an independent evaluation of off-site impacts including recommendations about mitigation measures.
- (m) Radioactivity. No operation shall be permitted which causes radioactivity in violation any applicable Federal, State or local regulation.
- (n) Smoke. For purposes of determining the density of equivalent opacity of smoke, Ringlemann Chart, as adopted and published by the United States Department of Interior, Bureau of Mines Information Circular 8333 May 1967, shall be used. The Ringlemann number referred to in this section refers to the number of the area of the Ringlemann Chart that coincides most nearly with the visual density of equivalent opacity of the omission of smoke observed. For example, a reading of Ringlemann No. 1 indicates a 20 percent density of the smoke observed. No smoke shall be permitted in such quantity as to become a nuisance nor shall it be detectable at any property boundaries. All measurements shall be taken at the point of emission of the smoke. In the I-2 District, no use may emit from a tent, stack, chimney or combustion process any smoke that exceeds a density or equivalent capacity of Ringlemann No. 2, except that and emission that does not exceed a density or equivalent capacity of Ringlemann No. 2 is permissible for a duration of not more than four minutes during any eight hour period if the source of such emission is not located within 500 feet of a residential district.
- (o) Vehicular Traffic. Traffic to and from the site shall not overload or damage street systems to or from the site. Verification of this provision shall be a confirmed by an independent traffic analysis conducted by properly qualified individuals.
- (p) Vibration. No inherent and recurrently generated vibration shall be perceptible, without instruments, at any point along in the boundary line of the property on which the use is located. Where more than one use is located on a property, then this standard shall also be measured along any wall of any other building on the property.
- (q) Waste Disposal. Liquid and solid waste disposal and water service shall comply with all pertinent Federal, State and local regulations.
- (r) Observations shall be made as described in the applicable section above. In the event that the point of measurement is not defined or if there is more than one use on the property, measurements shall be taken at the property line of

---

33 This subsection has been reformatted for clarity and to simplify document numbering.

the lot on which the use is located if it is the only use on the lot, or at the exterior of the building in which the use is located is more than one use exist on the same site.

**7-3-14 UNCOMPAHGRE RIVER OVERLAY DISTRICT.**

- (A) Purpose and Intent: The purpose of the UROD is to promote the public health, safety and welfare of the citizens of the Town of Ridgway. The Town shall use the UROD to implement goals, policies and action items in the Town of Ridgway's Land Use Plan; preserve, improve and protect the river corridor as a Town amenity; regulate buildings and structures to maximize access to the Uncompahgre River and view corridors along the Uncompahgre River; utilize design and development techniques that avoid, minimize and mitigate impacts to the natural environment; and ensure aesthetic and ecological qualities of the river corridor continue to be a community asset.
- (B) Applicability: The provisions and regulations of this Section 7-3-9.6 shall apply to all land within the Town of Ridgway Official Zoning Map included as part of the UROD; and as defined within these regulations. The provisions of this Section 7-3-9.6 shall apply in addition to the applicable requirements of the underlying zoning district, the Flood Plain Management Regulations in Ridgway Municipal Code Chapter 6-2, and other regulations of the Town. When the standards of this UROD conflict with any other provision of the Ridgway Municipal Code, the more stringent limitation or requirement shall apply. Within the UROD, all land use activity, development, redevelopment, renovation, and/or change in use requiring a building, development, or other land use permit (for the purposes of this Section of the Ridgway Municipal Code shall be defined as "Development") are subject to the provisions of this Section 7-3-9.6.
- (C) Uses by Right: Uses permitted by the underlying zoning district are allowed unless specifically prohibited, provided that the use complies with this Section 7-3-9.6, and provided any Development complies with this Section 7-3-9.6.
- (D) Conditional Uses: All conditional uses allowed within the underlying zoning district may be permitted upon approval in accordance with Section 7-3-14, and provided any Development complies with this Section 7-3-9.6.
- (E) Development between 25 and 75 feet:
  - (1) Development between 25 and 75 feet from the High-Water Mark shall be reviewed in accordance with Section 7-3-14, as a conditional use. In addition to the review criteria under Section 7-3-14, the following shall also apply:
    - (a) All of this Section 7-3-9.6.
    - (b) The applicant shall provide an Ecological Characterization Study in accordance with Subsection 7-3-9.6(G) which concludes that any adverse impacts to the river environment with the proposed Development can be mitigated, and the applicant shall incorporate the mitigation into the development plan and construct the mitigation with the Development.
    - (c) Special consideration for Development shall be given so as to not deprive reasonable use of any land within the UROD.



## Ridgway Municipal Code

(F) Performance Standards:

- (1) Setback: All Development must be setback a minimum of 75 feet from the High-Water Mark, unless approved as a Conditional Use as further set forth under Subsection 7-3-9.6 (D) and (E).

(2) Public Access:

- (a) If any proposed or existing trail, path or public access area as described in the Town's Land Use Plan or Parks and Trails Map, as amended from time to time and including the Uncompahgre RiverWay Trail, traverses a parcel proposed for Development, the Town may require as a condition of Development approval, dedication of a bicycle/pedestrian trail easement and/or public access easement benefiting the Town of Ridgway. The preferred dedication is for a 10 foot wide bicycle/pedestrian public access trail easement. However, in reviewing the proposed site plan, the Town shall evaluate the nature and extent of the proposal and the proportionality between the proposal and the dedication and may determine that the 10 foot dedication is appropriate or may reduce the dedication based on the proportionality assessment. The Town may also take into consideration whether and to what extent there are existing easements over the subject property, which provide the same functions of the required public access trail easements. Any trail easements shall be located at, or above, the High-Water Mark or abutting a public right of way. In lieu of a trail dedication, other trail locations that provide for connectivity to existing or future trails, and are made accessible to the public through a dedicated public access easement, may be approved by the Town.
- (b) As a condition of Development approval, if any proposed or existing trail, path or public access area as described in the Town's Land Use Plan or Parks and Trails Map, as amended from time to time and including the Uncompahgre RiverWay Trail, does not traverse a parcel proposed for Development, the Town shall not seek a dedication of bicycle/pedestrian trail easement and/or public access easement benefiting the Town of Ridgway. However, parcels within the UROD are encouraged to provide public access to the Uncompahgre River including clearly defined access points to public trail segments. "Access" refers to the provision of access from a public right-of-way to a publicly accessible trail or path and/or to the water's edge of the Uncompahgre River.

(3) Design Guidelines and Standards:

- (a) These Design Guidelines and Standards under this Subsection 7-3-9.6(D)(3) shall apply to all Development within the UROD, with the exception of single-family and duplex residential buildings.
- (b) Site Planning:
- (i) Existing or historic drainage ways shall be accommodated with the development plan.
- (ii) Discharge of storm water directly into the river is prohibited. Use of landscaped/grassed catchment areas and similar design features shall be used for managing, controlling and filtering parking lot and site drainage.

- (iii) Outdoor common areas, seating and/or dining is recommended on the river side of the building.
- (iv) A visible and accessible public entrance from the side of the property facing the Uncompahgre River is encouraged for commercial properties that are open to the public.
- (c) **Parking and Loading:**
  - (i) Parking and loading shall be sited to provide the least visual impact from public rights-of-way, including the Uncompahgre River corridor.
  - (ii) Trees shall be incorporated to provide parking lot shading. Bollard and/or street lighting shall be used to provide lighting at critical access points.
  - (iii) Site parking shall include bike racks and areas for parking strollers and other non-motorized vehicles near the main entrance to the primary building(s) and should have a logical connection to on-site non-motorized access routes.
- (d) **Mass, Scale, Architectural Design and Materials:**
  - (i) Total building façade length shall be less than 50 feet in length parallel to the river.
  - (ii) Buildings shall avoid monolithic shapes and surfaces by incorporating solids and voids, changes in color, pattern, texture and materials at minimum along the primary façade and the façade along the linear frontage of the river.
  - (iii) Use of naturally-derived materials, such as stone, wood and innovative materials such as metal, or high-quality environmentally friendly wood-alternative decking and siding, shall be required.
- (e) **Screening and Buffers:**
  - (f) All parking areas, outside trash receptacles, large utility boxes, mechanical systems and other unattractive views shall be screened with landscaping from public rights-of-way, including the Uncompahgre River corridor. Screening is not required where access is necessary but shall be screened with a gate where feasible. The purpose of screening and buffers is to promote the public health safety and welfare to conserve views along the Uncompahgre River corridor, and to improve the visual appearance along the river.
  - (g) Exceptions to these Design Guidelines and Standards may be pursued through the variance process pursuant to Section 7-3-16.

**(G) Submittal Requirements:**

These submittal requirements are in addition to the underlying zoning district submittal requirements for the type of land use activity or development proposed. The following information must be completed and included in all applications for development or land use activity:

- (1) A development plan showing compliance with the Performance Standards listed in Subsection 7-3-9.6(F).

### Ridgway Municipal Code

- (2) Survey map including: property boundaries, the location of the High-Water Mark and 75 foot setback. In the event the identification or location of the High-Water Mark is disputed by the Town, the Town may hire a professional experienced in the identification of a High-Water Mark, to survey the High-Water Mark, and charge the cost of each survey to the Property Owner.
- (3) In addition to the above, Development applicants seeking a Conditional Use in accordance with Subsection 7-3-9.6(D) and (E) are required to submit an Ecological Characterization Study completed by a professional qualified in the areas of ecology, wildlife biology or other relevant discipline. The Ecological Characterization Study shall describe, without limitation, the following:
  - (a) The boundary of wetlands and riparian areas and a description of the ecological functions and characteristics provided by those wetlands and riparian areas;
  - (b) The pattern, species and location of any significant native trees and other native site vegetation;
  - (c) The pattern, species and location of any significant non-native trees and non-native site vegetation that contribute to the site's ecological, shade, canopy, aesthetic and cooling value;
  - (d) The top of bank, the 25 foot setback and High-Water Mark of any perennial stream or body of water on the site;
  - (e) The wildlife use of the area showing the species of wildlife using the area, the times or seasons that the area is used by those species and the "value" (meaning feeding, watering, cover, nesting, roosting, perching) that the area provides for such wildlife species;
  - (f) Special habitat features;
  - (g) Wildlife movement corridors;
  - (h) The general ecological functions provided by the site and its features;
  - (i) Any issues regarding the timing of Development-related activities stemming from the ecological character of the area; and
  - (j) Any measures needed to mitigate the projected adverse impacts of the development project on natural habitats and features along the Uncompahgre River corridor.

#### (H) Exempt Uses and Activities:

The following uses and activities are exempt from these regulations, including the Performance Standards of Subsection 7-3-9.6(F) and the Submittal Requirements of Subsection 7-3-9.6(G), provided plans and specifications are approved by the Town, and all local, state and federal permitting is approved.

- (1) Public improvements essential for public health and safety, installed by, and/or approved by the Town, including but not limited to: public utility buildings, facilities, systems and accessory structures;
- (2) Public improvements such as: pedestrian and automobile bridges, trails and recreational amenities installed by, and/or approved by the Town;

- (3) Irrigation, drainage, flood control or water diversion structures installed by, and/or approved by the Town; and
- (4) Bank stabilization, river restoration and planting of native vegetation installed by, and/or approved by the Town.
- (5) Notwithstanding Section 7-3-15 of the Code, any Development (as defined in Section 7-3-9.6(B)) related to any structure within the UROD that was legally conforming prior to the date of adoption of this Section, so long as such Development does not expand the building footprint of the structure and is in compliance with all other Town regulations.

**7-3-15 DIMENSIONAL & OFF-STREET PARKING REQUIREMENTS.**

(A) Tabulated Requirements for Uses by Right (All Dimensions in Feet or Square Feet Unless Noted Otherwise).

District	Min. Lot			Max. Lot Coverage (%)	Min. Setbacks (ft)				Structure Height ****
	Use	Width (ft) *****	Size		Front	Rear*	Side	Max. Side on Corner Lot	
<b>R<sup>34</sup></b>	Single Family and Duplex	50	6,000 sf	50	15	8	5	7.5	27
	All others	50	10,000 sf	40	15	8	8	7.5	27
<b>HR<sup>35</sup></b>	Single Family and Duplex	25	3,000 sf	60	15 <sup>36</sup>	8	5	7.5	27
	Residential uses with three or four dwelling units	35	5,000 sf	60	15	8	5	7.5	35
	All others	70	10,000 sf	50	15	8	8	7.5	35
<b>MR<sup>37</sup></b>	Single Family and Duplex	25	3,000 sf	60	10 <sup>38</sup>	8	5	7.5	35
	Residential uses with three or four	35	4,000 sf	60	10	8	5	7.5	35

34 A 10,000 sq. ft. minimum lot size for Single Family and Duplex dwellings is very large and likely a significant contributor to lower affordability for future development in this district. If a reduced minimum lot size for all development in this district is not supported, we suggest you adopt a reduced standard applicable for lots created from 1/1/2020 forward.

35 Revised to reflect the wider variety of housing now available in this district. Lot width and lot area standards that are based on the number of dwelling units in low-scale residential uses are a major contributor to lower affordability, and have not been carried over.

36 Does the Commission want to consider reducing this to 10'? With a fairly established 15' front setback, infill and additions could then be more prominent.

37 New standards for a new zone district.

38 Would the Commission consider reducing this to 5'? Especially if the code requires parking to be out of view of the public right-of-way, this could be a good compromise.

**Ridgway Municipal Code**

District	Min. Lot			Max. Lot Coverage (%)	Min. Setbacks (ft)				Structure Height ****
	Use	Width (ft) *****	Size		Front	Rear*	Side	Max. Side on Corner Lot	
	dwelling units								
	All other residential and mixed uses	50	5,000 sf	60	10	8	5	7.5	35
	Non-residential uses	N/A	N/A	70 <sup>39</sup>	15	8	5	7.5	35
<b>HB</b>	All	25	NA	NA	***	8	***	***	35
<b>GC</b>	All	30	5,000sf	60	15	8	8	7.5	27**
<b>FD</b>	All	50	35 ac.	NA	15	8	8	7.5	27
<b>I-1</b>	All	50	6,000 sf	50	15	8	8	8	30
<b>I-2</b>	All	50	6,000 sf	50	15	8	8	8	30*****
<b>DS</b>	All	50	5,000 sf	50	15	8	8	7.5	27

\*When the rear lot line abuts an alley, the setback shall be two (2) feet.

\*\*35' height may be allowed if approved as a conditional use.

\*\*\*These setbacks shall be determined as follows:

(1) The setback shall be 8 feet, unless snow and drainage from the roof is effectively directed away from the abutting property, in which case the setback can be as little as 4 feet.

(2) In those instances where snow and drainage is effectively directed away from the abutting property, and the foundation and wall of the structure are constructed so that a wall and foundation of a building on an abutting lot can be built up to, or abutting the property line, the setback can be eliminated.

(3) In buildings with three stories above ground, the third story shall be subject to a 15 foot front setback, and an 8 foot side setback for those sides facing a public street, in addition to other applicable setbacks as provided above. The third story setbacks may be reduced or eliminated where design of the third story provides architectural features that are aesthetically attractive to provide visual relief and contrast as an alternative to monolithic three-story facade surfaces. For purposes of this provision, such features include, but are not limited to, integration of third stories into roof lines, multiple roof lines and angles, windows, doors and balconies, and fenestration and facade designs that make a distinction between upper and lower floors, such as horizontal banding and varied building materials.

(4) Any reduction of the setbacks as specifically provided in these Subsections (1), (2) and (3) shall be determined by the Town Planning Commission, pursuant to consideration of the criteria as set forth herein and in accordance with the review procedures as set forth in Subsection 7-3-18.

\*\*\*\* "Structure Height" shall be determined as follows:

(1) The height of any structure shall be determined by measuring the vertical distance between the elevation of the lowest point of the natural grade abutting any exterior wall or supporting structure and

<sup>39</sup> This number is higher than others because the arguments for "preserving light and air for the residents" are weaker for nonresidential uses. In a small town, this is really a character control – forcing less lot coverage just means the owner has to buy more land for a given building, or build a smaller building than they intended. We can reduce it if there is good reason like to match the character of the area, otherwise it's just a barrier to investment that doesn't need to be there. Also, most non-residential uses are already conditional uses.

District	Min. Lot			Max. Lot Coverage (%)	Min. Setbacks (ft)				Structure Height *****
	Use	Width (ft) *****	Size		Front	Rear*	Side	Max. Side on Corner Lot	

the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable or a pitched or hipped roof. Structures that do not have roofs shall be measured to the height of the structure.

(2) The height of each separate terrace or step for terraced or stepped buildings shall be considered for purpose of application of these limits.

(3) Allowable building height may be increased by six (6) inches if the roof design includes raised heel trusses.

\*\*\*\*\* Lot width shall be measured at the frontage of that abutting public street which provides actual access to the lot.

\*\*\*\*\* Commercial telecommunication antennae or towers that are located on Town owned property and that are in compliance with Ridgway Municipal Code Section 7-3-13(H) may have a structure height of up to forty (40) feet.

(B) Proper dimensional requirements for conditional uses shall be determined in accordance with Subsection 7-3-14. Provided, that as a general rule, they shall be no less strict than the dimensional requirements specified for uses by right in the district concerned or as specified for the use concerned in a zone in which it is a use by right whichever is more restrictive.

(C) ???<sup>40</sup>

Use	Required parking spaces
(a) Residences	Single Family and Duplex: 2 spaces per dwelling unit All Other Residential: 1 space per dwelling unit <sup>41</sup>
(b) Medical offices and clinics	3 spaces per examination room
(c) Hospitals	1 space for each 3 beds
(d) Pharmacies	1 space per 200 sq.ft. of customer floor space
(e) Bus stations	1 space per 400 sq.ft. gross floor area
(f) Funeral homes and mortuaries	1 space for each 6 seats in main chapel
(g) Restaurants and Lounges	1 space per 100 sq.ft. customer floor area
(h) Hotels and Motels	1 space per guest room
(i) Walk-up restaurants	1 space per 50 sq.ft. customer floor area
(j) Bowling alleys	3 spaces per lane
(k) Gas stations	4 spaces, plus 2 spaces for each enclosed auto space
(l) Beauty shops	2 spaces for each chair

<sup>40</sup> The Town Clerk is confirming the numbering of this subsection, and a "parking" subheading may be added for clarity.

<sup>41</sup> This would mean that triplexes, fourplexes, and multi-family would only require 1 per unit. Is this something the Commission would entertain? It may be best to look at our parking regulations as a whole at a later time.

**Ridgway Municipal Code**

Use	Required parking spaces
(m) Industrial uses	1 space for every 2 employees on shift plus adequate visitor parking
(n) Churches	1 space for each 6 seats in main chapel
(o) Nursing homes	1 space for each 3 beds
(p) Professional office space	1 space per 300 sq. ft. gross floor area
(q) Retail establishments	1 space per 250 sq. ft. gross floor area
(r) Studio residence	1 space per unit (600 sq ft. total living area)
(s) Day care facilities not qualifying as an accessory use	1 space for each 10 children plus 1 drop off space, plus one space per staff person
(t) All other uses	1 space per 350 sq. ft. gross floor area

- (1) Parking spaces shall be sized and designed in accordance with standard Town specifications and shall be a minimum of 8 feet by 20 feet in size.
- (2) Maneuvering Area: Off-street parking shall provide sufficient off-street space to allow an automobile to enter, maneuver, and exit without backing onto any public street. Backing onto alleyways is permissible except where otherwise prohibited by plat note.
- (3) For purposes of this Subsection, "gross floor area" is the heated square footage of a building measured along the outside enclosing walls, excluding interior parking areas and outdoor common areas; "customer floor area" is the aggregate amount of internal floor area generally used by the public, or fifteen percent of the total floor area, whichever is greater.

**7-3-16 PLANNED UNIT DEVELOPMENT (PUD).**

- (A) Statement of Objectives of Development: The intent of this Subsection is to encourage the development of large tracts of land in accordance with an overall development plan by providing flexibility with respect to dimensional requirements and by allowing increased densities, and to promote the purposes of the Planned Unit Development Act of 1972.
- (B) Criteria for a Planned Unit Development: A Planned Unit Development must meet the following conditions for approval:
  - (1) Repealed by Ordinance 5-2000
  - (2) It shall be in general conformity with the Town's Master Plan.
  - (3) All landowners within the PUD shall consent, in writing, to the PUD.
- (C) Permitted Uses:
  - (1) Golf courses and "uses by right" and "conditional uses" in the zone or zones in which the PUD is located shall be permitted when approved as part of the Planned Unit Development.
  - (2) Residences may be clustered into duplexes or multifamily dwellings.
- (D) Dimensional Requirements and Densities:
  - (1) The dimensional requirements, which would otherwise be required by Town Zoning Regulations, or other Town regulations for the district affected, may be deviated from in

accordance with the Plan as approved, if the Town determines that such deviations will promote the public health, safety and welfare.

- (2) The number of units allowed in a residential PUD shall be generally the same as would have been allowed without clustering, taking into account minimum lot sizes and areas which would have to be dedicated for streets and other public uses, if the property had been developed or subdivided without clustering. Provided, however, the Town may allow additional residential units if it determines that by so doing, significant public benefits will be provided which might not otherwise be available, such as significant affordable housing, public open space, public recreational amenities or off site public infrastructure improvements.

(E) Procedures:

Planned Unit Developments shall be reviewed in accordance with the same procedures for review of subdivisions as found in Subsection 7 4 5, 7-4-8, 7-4-9 or 7-4-10 of the Ridgway Municipal Code as applicable. The preliminary and final planned unit development plan shall comply with all requirements for a preliminary and final subdivision plat to the extent applicable. A hearing shall be held on the Planned Unit Development Plan or any substantial amendment thereto pursuant to the Review Procedure of Section 7-3-18.

- (1) Approval of a Planned Unit Development by the Town is purely discretionary. If the Town and the Applicant do not agree on all required conditions and the plan, the Town may deny approval, or the Town may unilaterally impose conditions. If the developer does not accept the conditions, that development must adhere to standard dimensional, subdivision and zoning requirements.

(F) Required Improvements and Standards: The Planned Unit Development Plan shall provide for the construction of the same improvements required for subdivisions in Subsection 7 4 6 of the Ridgway Municipal Code and shall comply with the Design Standards of Subsection 7 4 7 of the Town's Subdivision Regulations. Fees shall be due as provided in Subsection 7 4 12 of the Town's Subdivision Regulations. Security for improvements and enforcement shall be as provided in Town Subdivision Regulations.

(G) Additional Requirements: In addition to the information required to be submitted on the preliminary and final plans pursuant to Town Subdivision Regulations, the Planned Unit Development Plan shall show the location, size, and number of dwelling units, proposed uses for all buildings and shall further set out the location of all proposed parking areas, streets, sidewalks, bike paths and other improvements and structures. Other information necessary to show compliance with the requirements of this Subsection shall be submitted with the Plan, where appropriate parameters, limits or specifications may be approved in lieu of exact locations, numbers and sizes.

(H) The Planned Unit Development Plan may be enforced by the Town in accordance with the provisions of Subsections 7-3-11 and 7-4-3 of the Ridgway Municipal Code or in any other lawful manner.

**7-3-17 SIGN REGULATIONS.**

- (A) Compliance Required: It shall be unlawful to erect or maintain any sign except in conformity with the requirements of this Subsection. Signs not in conformity with the provisions of this Subsection are hereby declared to be a nuisance which may be abated by the Town in any lawful manner.



### **Ridgway Municipal Code**

- (B) Signs Allowed Without a Permit: The following may be erected, maintained and used without a sign permit as long as they are properly maintained in accordance with the requirements of this Paragraph (B) and Paragraph (F) and with other applicable requirements of this Subsection, State law and Town ordinances and regulations, and are not prohibited by Paragraphs (C) or (D):
- (1) Official traffic control devices, signs, and notices erected, owned and maintained by the United States, the State of Colorado, the Town of Ridgway or any of their political subdivisions for official governmental purposes.
  - (2) Any pennant, motto, or insignia of any nation, state, political subdivisions, religious, civic, or fraternal organization, or school except devices which are used to promote business activity.
  - (3) Works of art unless they are used to promote business activity.
  - (4) Temporary decorations, displays and banners which are customarily displayed and associated with holidays or celebrations and banners associated with Town endorsed civic events.
  - (5) Scoreboards, unless used to advertise business activity.
  - (6) Public utility warning signs, construction warning signs, and signs warning of other hazards, with no sign face larger than 10 square feet in area.
  - (7) Identification signs incidental to the use of vehicles attached to the vehicle.
  - (8) Traffic control devices with no sign face larger than 3 square feet.
  - (9) One or more temporary signs with an aggregate sign face area of no more than 3 square feet in the Residential and Historic Residential Zoning Districts and 16 square feet in all other zoning districts, for the premises upon which they are located.
  - (10) One temporary sign with no sign face more than 12 square feet in area identifying a project and the contractors involved therein during the construction period.
  - (11) One bulletin board per street frontage not over 20 square feet in area for the purpose of announcing events of civic interest, which is owned and maintained by a charitable or religious institution.
  - (12) Memorial signs and tablets, or cornerstone signs identifying the building and its date of construction. Such signs shall be cut into masonry surface, inlaid so as to be part of the building or constructed of incombustible materials.
  - (13) Temporary real estate "For Sale" or "For Rent" signs.
  - (14) Signs upon vending machines, gasoline pumps, or packages of goods which relate to the contents thereof.
  - (15) Temporary signs advertising Town approved civic events during the period of the event. All such signs may be erected only with the approval of the Town Council except for those displayed in Town Parks which may be approved by Town Administrative Staff.
  - (16) Signs within buildings which are located no closer than 6 inches to any window or which are not legible from distances of 5 feet or more.
  - (17) Repealed by Ordinance 7-2006

- (18) Temporary signs on the Ridgway School Ball Field fence, provided they do not face Highway 62, that they are only up during baseball season, and that all such signs be controlled and administered by the Ridgway School Administration.
- (19) Signs devoted to ideological or political speech which do not exceed 10 square feet in area.
- (C) Prohibited Signs and Devices: The following are hereby prohibited within the Town:
  - (1) Animated or flashing signs visible outside any building.
  - (2) Balloons, or pennants, or other wind-powered devices designed to attract attention, except they may be used for civic events up to a maximum of seven days.
  - (3) Repealed by Ordinance 2-2010
  - (4) The operation of search lights to promote business activities.
- (D) Off Premise Signs Restricted: A sign may identify or advertise only that activity or use conducted upon or related to the premises upon which the sign is located except in the following circumstances:
  - (1) Directional signs owned by the Town. The expense of construction and maintenance shall be charged to the businesses or organizations advertised.
  - (2) Signs authorized pursuant to Subsection 7-3-12 (G).
  - (3) Signs allowed by Paragraphs (B)(1), (4), (11), and (15).
  - (4) Signs with a message devoted solely to ideological or political speech.
  - (5) Tourist oriented directional signs owned and erected by the Colorado Department of Transportation pursuant to C.R.S. 43-1-420(3), which meet conditions set out in Town resolutions as in effect from time to time.
- (E) Permits:
  - (1) Except for the signs specified in Subsection (B), no sign may be erected and maintained until a Sign Permit has been issued by the building official. Applications for a standard sign permit issued pursuant to this subsection 7-3-12(E) shall be submitted to the Town on forms supplied by the Town accompanied by an application fee of \$35.00. Applications for permits issued pursuant to Ridgway Municipal Code Section 7-3-12(G), for signs erected over Town-owned streets and alley rights-of-way pursuant to a revocable right-of-way permit, shall be submitted to the Town on forms supplied by the Town accompanied by an application fee of \$75.00.
  - (2) The Building Inspector shall grant a permit only for signs which will be in compliance with the requirements of this Subsection.
  - (3) The total sign face area of signs required to have a permit per building, other than those restricted by Subsection (6), shall not exceed the lesser of one square foot per foot of lineal street frontage of the premises abutting Town streets or 150 square feet. When more than one building is on the premises, the premises street frontage shall be allocated among the buildings accordingly. A minimum of 32 square feet of sign area shall be allowed for each separate business, as defined by lot, unit, lease, or other legally created property interest, subject to the total sign face area limitation of 150 square feet per building. Total sign face

### Ridgway Municipal Code

area in excess of 150 square feet shall not be allowed for any building unless approved through a Master Sign Plan applicable to that building. No single business may have a sign with any face area larger than 32 square feet.

- (4) A Building Permit is also required for any sign with a value over \$1,000.
  - (5) No permit for a sign shall be allowed in the Residential Districts.
  - (6) The total sign face area of signs required to have a permit for businesses within the Downtown Services Zoning District shall not exceed 12 square feet per business. All signs within said District shall be non-illuminated and attached to the building structures, no higher than the roof line.
- (F) Performance Criteria: All signs shall meet the requirements of this paragraph (F) whether a permit is required or not.
- (1) All signs shall be maintained in good, legible and safe condition.
  - (2) No sign shall be erected or maintained which creates a traffic or other safety hazard.
  - (3) All signs shall be constructed and maintained in accordance with any applicable provisions of the Town's building codes.
  - (4) All signs shall be erected and maintained in accordance with applicable requirements of State law.
  - (5) No part of any sign shall be above the roof or parapet of the highest building on the property and no higher than 35 feet. No part of any freestanding sign shall be higher than 20 feet above finished grade.
  - (6) No sign may be erected or maintained which creates a public or private nuisance, or which unreasonably interferes with the reasonable enjoyment of the adjacent property by reason of unreasonable light, shade or other effects.
  - (7) No sign shall be larger than 32 square feet in area, except a freestanding sign with more than one business advertised may have a sign face up to 56 square feet, unless approved through a Master Sign Plan applicable to the building. No sign shall have more than 2 sign faces. No sign face on a temporary "For Sale" or "For Rent" sign shall exceed 7 square feet in area including riders. All "For Sale" signs shall be taken down when the sale of the premises is closed.
  - (8) Signs may be erected only on property which the sign owner has a legal right to erect such sign.
  - (9) All temporary signs must comply with the size restrictions set forth in Section 7-3-12(B)(9). Portable or wheeled signs displayed outside of buildings must be located so as to not impede with vehicular or pedestrian traffic, or create a traffic hazard or safety hazard or other nuisance, and must be removed at times when the advertised use or activity is not open for business.
  - (10) No more than 50% of any sign face may be internally illuminated.
  - (11) Materials – Signs lit with a dark-skies compliant external source are recommended over internally lit signs. A “halo” type sign, which uses solid letters with a light source behind them, illuminating the wall around the letters, are acceptable. If internally illuminated

signs must be used, illumination of letters and graphics is allowed; however, illumination of the background is prohibited.

- (G) Signs, other than signs belonging to the Town or sponsored by the Town, conforming to size limits of this Subsection 7-3-12, may be erected over Town-owned streets and alley rights-of-way pursuant to a revocable right-of-way permit issued pursuant to either Paragraph (1) or (2) of this Subsection only on the following conditions, in addition to other applicable requirements of this Subsection:

(1) Projecting signs:

- (a) The sign must be supported and attached to a building.
- (b) The sign may extend no more than 5 feet, 10 feet for a sign printed on a retractable awning from the building. A sign may extend no more than 5 feet, 10 feet for a sign printed on a retractable awning across Town-owned right-of-way.
- (c) No part of the sign may be less than 10 feet above the ground over Town right-of-way, except for a sign printed on an awning, the awning shall be at least 7 feet above the ground.
- (d) That portion of any sign face located over the Town right-of-way shall be no larger than 20 square feet in area.
- (e) No more than one sign per business may extend over the Town right-of-way.
- (f) No sign with its face parallel to the wall of the building to which it is attached, except for those printed on an awning, may extend more than 12 inches from the building, nor more than 12 inches over public property.
- (g) Plans for signs over Town rights-of-way must be submitted with applicable fee, reviewed and approved by the Town Administrative Staff.
- (h) The revocable permit may be revoked by the Town at any time for any reasonable reason.
- (i) Proof of insurance shall be provided to the Town.
- (j) The sign may identify or advertise only that activity or use conducted upon or related to the abutting premises.

(2) Portable signs:

- (a) The sign may identify or advertise only that activity or use conducted upon or related to the abutting premises.
- (b) No more than one sign per business may be placed on Town right-of-way.
- (c) The proposal for a portable sign on Town right-of-way must be submitted with applicable fee, reviewed and approved by the Town Administrative Staff.
- (d) The revocable permit shall specify the authorized location, and may be revoked by the Town at any time for any reasonable reason.
- (e) Proof of insurance shall be provided to the Town.

### **Ridgway Municipal Code**

- (f) The sign must be located so that it does not interfere with Town use, impede vehicular or pedestrian traffic, or create a traffic or safety hazard or other nuisance.
- (g) The sign must be removed at times when the advertised use or activity is not open for business.

**(H) General Provisions:**

- (1) The area of a sign face shall include the surface area of a sign, including non-structural trim and decoration, but excluding supports or uprights. The face area of a sign painted or hung on a wall of a building, or on an awning, shall include all the area within a perimeter surrounding all words, symbols, designs and coloring, distinctive from the wall upon which it is painted. Only one side of double-faced signs that convey the same message on both faces shall be included for purposes of this calculation.
- (2) As used in this Subsection, "sign" means and includes any object, device, or message which is used to advertise, identify, display, direct, attract attention, or convey any message concerning any object, person, institution, organization, business, products, service, event, or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, motion, illumination, or projection, and anything else commonly known as a "sign".

**(I) Nonconforming Signs:**

- (1) All signs shall at all times be maintained in strict conformity with the performance criteria of Paragraphs (F)(1), (2), (3), (4), (6) or (8). All Master Sign Plans previously approved by the Town under Section 7-3-12(J) prior to April 15, 2019 shall be maintained in strict conformity with such Town approval. Any signs not in compliance with these specific performance criteria and/or Master Sign Plans approved prior to April 15, 2019 shall be removed.
- (2) All signs shall at all times be maintained in strict conformity with the performance criteria of Paragraph (F). Any sign not in compliance with Paragraph (F) shall be removed.
- (3) The right to maintain a nonconforming sign shall be terminated and the sign removed or brought into full compliance with this Subsection under the following conditions:
  - (a) Abandonment of the sign, abandonment or termination of the related business, an interruption in continuance of the business for 6 months.
  - (b) A violation of any of the performance criteria of Paragraph (F) (1), (2), (3), (4), (6) or (8).
  - (c) The destruction of the sign, removal of the sign or damage of the sign, such that the cost of replacement or repair is greater than 50 percent of the replacement cost of the original sign.
  - (d) The creation of any additional violation of or nonconformity with these regulations.
- (4) A list of nonconforming signs shall be developed and maintained by the building inspector with owners notified and given a copy of Paragraph (I).

**(J) Master Sign Plans:**

- (1) Purpose: To provide flexibility for the amount of signage and size of signs for multi-tenant buildings and developments to ensure signage is available for business and facility wayfinding and identification. To protect the health, safety and welfare of the community while preserving Town aesthetics.
- (2) Applicability:
  - (a) A Master Sign Plan shall be encouraged for all properties with multi-tenant buildings and/or multiple buildings in which three or more non-residential tenants or businesses are present.
  - (b) Any property with multiple-tenant buildings or multiple buildings in which three or more non-residential tenants existing at the time of adoption of this section that does not have a Master Sign Plan is encouraged to apply for a Master Sign Plan at the time of application for a new sign at the site.
  - (c) Any property owner with multi-tenant and/or multiple buildings in which two or more non-residential tenants or businesses are present, may apply for a Master Sign Plan.
- (3) General Regulations:
  - (a) All signs subject to a Master Sign Plan shall apply for and receive a sign permit before any sign may be installed.
  - (b) All signs on the site shall conform at all times to the approved Master Sign Plan and other applicable sign regulations.
  - (c) Master Sign Plan shall run with the property for which it was issued and not with individual tenants or businesses.
  - (d) Applications for a Master Sign Plan shall be submitted to the Town on forms supplied by the Town accompanied by the fee per Ridgway Municipal Code Section 7-3-20. At a minimum the applicant shall submit the following information to the Town:
    - (i) Identification of the property for which the Master Sign Plan application shall apply;
    - (ii) Proof of property ownership, or partial ownership, and signatures from all property owners included in the proposed Master Sign Plan;
    - (iii) Total sign area allowed per Ridgway Municipal Code Section 7-3-12 and the total sign area requested with the Master Sign Plan;
    - (iv) Site plan showing location of all existing and proposed signs on property, with distance from property lines;
    - (v) Building elevations/pictures showing location of all existing and proposed signs on property, with height of all signs from the ground;
    - (vi) Dimensions and type of all existing and proposed signs, including the unit number/address for each;
    - (vii) Any proposed lighting for the signs, including location, type, kelvin and lumens for each fixture;

### **Ridgway Municipal Code**

- (viii) Proof that the criteria for approval have been met.
- (e) Through these Master Sign Plan regulations the following deviations from the specified dimensional requirements may be considered.
  - (i) A free standing sign may be up to 30% larger than the 56 square feet limitation of 7-3-12(F)(7).
  - (ii) Up to 30% more than the allocated square footage per 7-3-12(E) (3) of sign area may be allowed.

Deviations shall not be considered for any other sign regulations in the Ridgway Municipal Code.

#### **(4) Criteria for Approval:**

The proposed Master Sign Plan:

- (a) will not be contrary to the public health, safety or welfare;
- (b) will not create traffic hazards;
- (c) provides for adequate assurances of safety from natural conditions such as wind, snow and ice as it relates to the proposed signs;
- (d) will not unreasonably interfere with neighboring commercial businesses or properties;
- (e) provides for signs that are reasonably necessary to operate the business or businesses on the property;
- (f) the burden shall be on the applicant to show that these criteria have been met.

#### **(5) Review Procedure:**

- (a) Within 14 days of receipt of the a completed application accompanied by the applicable fee for a Master Sign Plan, or a minor change to an existing Master Sign Plan, the Town will administratively approve or deny the application according to the Criteria for Approval. It shall not be necessary for the Town to provide written findings or conclusions, except upon request of the applicant.
  - (i) To the extent an application for a Master Sign Plan or minor change is denied in whole or in part, the requesting party may appeal to the Planning Commission as set forth in subsection (5)(b) of this section. Such appeal shall be in writing and submitted within 7 days of the Towns decision and review shall be de novo.
- (b) Within 14 days of receipt of a completed application accompanied by the applicable fee for a major change to a Master Sign Plan, or an appeal of a denial of a Master Sign Plan, or minor change to a Master Sign Plan, the Planning Commission will set a hearing:
  - (i) The hearing shall be heard at the next regularly scheduled Planning Commission meeting for which proper notice of the hearing can be made, and no later than 40 days after receipt of a completed application accompanied by the applicable fee for a major change to a

Master Sign Plan, or an appeal of a denial of a Master Sign Plan, or minor change of a Master Sign Plan. A hearing that must be continued due to time constraints or other delays, may be continued for an additional 7 days beyond the 40 day deadline, assuming the hearing was commenced within the 40 day deadline. By mutual agreement, the applicant and the Planning Commission may also extend the 40 day and 7 day deadlines set forth in this subsection.

- (ii) At the scheduled hearing, the applicant and other interested parties may appear and present such evidence and testimony as they may desire. Anyone presenting evidence or testimony shall be subject to cross-examination by other interested parties, although the Planning Commission may limit testimony, evidence and cross-examination which is merely cumulative and is not required to follow any set procedure during the hearing, nor strictly follow the Rules of Evidence as applied by the Court. The hearing should be tape recorded or otherwise electronically recorded. The application, or other interested party may, if so desires, have the hearing recorded by a court reporter, at the applicant's sole expense. The burden is upon the applicant in all cases to establish that the applicable criteria for any action are met.
- (iii) Notice of the hearing shall be posted at Town Hall at least 10 days before the hearing, and posted visibly for each street frontage abutting the property for at least 10 days prior to the hearing, in addition to any other notice required by Town regulations.
- (iv) The Planning Commission shall announce its decision according to the Criteria for Approval within 14 days of completion of the hearing. It shall not be necessary for the Planning Commission to provide written findings or conclusions, except upon request of the applicant, or other party appearing or participating in the in the hearing. The decision of the Planning Commission with respect to an application for major change of to a Master Sign Plan, or an appeal of a denial of a Master Sign Plan or minor change to a Master Sign Plan shall be final, subject only to review under Rule 106 of the Colorado Rules of Civil Procedure. Upon the filing of an appeal under Rule 106, the Town shall cause a transcript of any tape recording of the hearing to be made and certified to the court, and the party filings such appeal or such review, shall pay the Town the reasonable cost incurred in producing such transcript, unless such party has a transcript produced by a court reporter at the applicants expense.
- (v) The Planning Commission may approve the requested action only upon finding that all applicable criteria and requirements of these Master Sign Plan regulations or other Town ordinances have been met. If it determines such criteria have not been met, the application shall be denied. The application may be granted upon conditions or limitations which the Planning Commission determines are necessary in order to ensure that the applicable criteria are met. Such conditions or limitations shall be provided to the applicant and interested parties



### **Ridgway Municipal Code**

in writing as part of the decision, subject only to review under Rule  
106 of the Colorado Rules of Civil Procedure.

(6) Amendments to Approve Master Sign Plans:

- (a) **Minor Changes:** Minor changes are those changes that do not alter the overall characteristics of the existing Master Sign Plan and that create no adverse impacts on adjacent uses, infrastructure, or public safety. Examples of what may be considered a minor change include, but are not limited to, 1) changes in the location of a signs 2) replacement of existing signs that are the same size or smaller than the existing sign, and 3) changes in the number of signs, as long as the aggregate square footage remains the same.
- (b) **Major Changes:** Major changes are those that can alter the overall character of the Master Sign Plan and which could create adverse impacts on adjacent uses or public infrastructure. Examples of what may be considered a major change include, but are not limited to, 1) changes in the total square footage of the Master Sign Plan, and 2) requests for deviations per 7-3-12(J)(3)(e).

### **7-3-18 SUPPLEMENTAL REGULATIONS.**

- (A) **Home Occupations:** Home Occupations may be conducted within a residential premises or accessory structure related thereto in any district as an accessory use only if the following criteria are met:
  - (1) Town and State Sales Tax Licenses must be obtained if sales taxable by the Town or State sales taxes are to be made.
  - (2) Only the residents of the dwelling unit may be engaged in the home occupation.
  - (3) No unreasonable noise, glare, smoke, dust, vibration or odor shall be observable off the premises.
  - (4) The home occupation activity shall not utilize or occupy more than 750 square feet in total, nor more than 400 square feet in a garage or other structures outside of the residence. Provided, however, accessory day care facilities shall be limited to 8 or fewer children in lieu of these area limitations.
  - (5) No business activity or storage of property involved in the business may take place outside of enclosed structures, except for horticultural activities.
  - (6) The short term rental of rooms, such as bed and breakfast operations, does not qualify as an accessory use pursuant to this Subsection.
- (B) It shall be unlawful to maintain, own or operate any offensive or unwholesome business or establishment within the Town, including but not limited to rendering plants, tanneries, pig sties, feed lots, dairy farms, manufacture and storage of explosives, sugar beet pulp storage facilities, foundries, or petroleum product refineries, unless such business was lawfully in existence at the effective date of this Section, or at the effective date of annexation subsequent to the effective date of this Section. In either event, such business or establishment shall be subject to the Nonconforming Use Regulations of Subsection 7-3-15 of these regulations, and all other applicable regulations of the Town.
- (C) **Temporary Use Permits:**

- (1) The Planning Commission may issue a permit authorizing certain temporary uses of premises in a district for a use which is otherwise not allowed in such a district for the periods specified here below:

<u>Use</u>	<u>Zoning District</u>	<u>Period</u>
Construction office incidental to construction on premises	All districts	9 months
Carnival, circus, bazaar, fairs	Commercial	1 week
Tent meetings or crusades	Commercial	2 weeks

- (2) A permit (for a period of up to 1 year) may be issued under the following circumstances by the Planning Commission for temporary location or use of a manufactured home or travel home:
- (a) For fire protection or security purposes in the General Commercial District.
  - (b) At a construction site during the construction period.
- (3) The Planning Commission shall hold such hearings concerning the application as the circumstances merit in its opinion. Notice of any hearing shall be posted, visible from each street frontage abutting the property, for at least 10 days prior to the hearing. The permit may be granted subject to conditions appropriate to ensure that no public or private nuisance or safety hazard will be created.

(D) Use and Location of Travel Homes:

- (1) Travel homes may be occupied only in the following circumstances:
- (a) Within a licensed travel home park for a maximum period of 6 months in any one 365 day period.
  - (b) Upon private property for temporary occupancy by out of town guests for a period not to exceed 30 days in any year for any tract of property.
  - (c) Upon property for which a permit has been issued by the Town, pursuant to Subsection 7-3-13(C).
- (2) Travel homes may be parked, if unoccupied, upon private property if in compliance with zoning setbacks, or temporarily upon public streets, if registered under State law and lawfully parked. Provided, however, they may not be parked in a manner which creates a traffic hazard.

(E) Garage and Yard Sales:

- (1) Notwithstanding restrictions of Town Zoning Regulations, or junk, litter or nuisance ordinances, garage and yard sales may be conducted within the Town consistent with the conditions set out herein.
- (2) No premises shall be used for a garage or yard sale for more than 48 hours at one time or for more than two such sales in any calendar year.
- (3) The sale shall be conducted so that no traffic hazards or nuisances are created.

(F) Bed and Breakfast Operations:

### Ridgway Municipal Code

- (1) Residents of a dwelling unit in the "R" and "HR" Districts may rent rooms on a short-term basis (and may provide meals to such boarders) if a Conditional Use Permit is approved by the Planning Commission pursuant to Sections 7-3-14 and 7-3-18, and the operation will comply with the criteria of this Subsection.
- (2) The application shall not be granted unless the Planning Commission determines that the following criteria are met:
  - (a) There is at least one additional off-street parking space for each room to be rented in addition to the off-street parking required for the residential dwelling unit.
  - (b) No more than three rooms shall be rented in any dwelling unit. Such rooms shall be an integral part of the dwelling unit.
  - (c) The meals to be served shall be served from the kitchen which is part of the dwelling unit itself.
  - (d) The operation will not create a public or private nuisance.
  - (e) Only the permanent residents of the dwelling unit shall be employed in the operation.
  - (f) The Permittee will obtain a sales tax license and remit sales tax and lodging occupation tax.
- (3) The Town Council may revoke any permit if it determines following a hearing with reasonable notice to the holder of the permit that the above criteria or limits of any permit are not being met.

#### (G) Accessory Dwelling Units:<sup>42</sup>

- (1) The creation of Accessory Dwelling Units is generally encouraged as an effective means to improve housing affordability, provided that each ADU complies with the following standards.
- (2) ADUs are only allowed as accessory to a single family detached dwelling<sup>43</sup>. Only one ADU per single family detached dwelling unit is permitted.
- (3) The accessory dwelling unit must be constructed in accordance with applicable requirements of Town Building Codes. It may be attached or detached to the principal residential unit. Applicable dimensional requirements for a single family dwelling as set out in 7-3-10(A) must be met for the premises.
- (4) One off-street parking space shall be provided for the accessory dwelling unit in addition to any other required off-street parking.
- (5) The accessory dwelling unit may not exceed 800 square feet of gross floor area.<sup>44</sup>
- (6) One of the dwelling units on the property must be, and remain, owner occupied.

---

<sup>42</sup> ADU has been added specifically as a use by right to several individual districts (subject to these provisions), but references to those zone districts in this section were deleted to avoid possible future inconsistencies between this section and the lists of permitted uses in the zone district chapters.

<sup>43</sup> Most all communities limit ADUs to be allowed only to single family dwellings. Does the Commission want to consider allowing ADUs to duplexes, single family attached, or other dwelling unit types? Perhaps with a certain size lot?

<sup>44</sup> Replace undefined reference to living area with reference to gross floor area, which is a more typical measure of ADU and Dwelling Unit size.

- (7) A minimum of a 90 day rental period shall be required by written lease, except as described in subsection (10) below.
  - (8) The accessory dwelling unit must be owned together with the principal residential unit, and the lot or parcel upon which they are located, in undivided ownership.
  - (9) The accessory dwelling unit may be served off of the water or sewer tap for the principal residence, in which case it shall not be subject to additional tap fees.
  - (10) The burden shall be upon the owner of any accessory dwelling unit to provide adequate proof to the Town that the criteria of this Section are met. In the event that the Town determines that the criteria have not been shown to be satisfied the unit may not be occupied as a residence.
  - (11) A dwelling unit constructed before a principal single-family home, which meets these criteria, may be converted to an accessory dwelling unit following construction of a new principal dwelling unit.
  - (12) An accessory dwelling unit, as defined in Ridgway Municipal Code Section 7-3-13(G) either attached or detached to the primary dwelling, may be utilized as a short-term rental only under the following circumstances:
    - (a) Tap fees are paid at 30% pursuant to Ridgway Municipal Code Chapter 9-1-9(c)(2); and
    - (b) 100% of monthly water, sewer, trash and recycling services are paid on a monthly basis pursuant to Ridgway Municipal Code Chapter 9; and
    - (c) The lot size upon which both dwelling units are sited is a minimum of 6,000 square feet.
- (H) Telecommunication Antenna and Tower Regulations:
- (1) Telecommunication towers and antennae shall be located, and comply with the following provisions:
    - (a) Noncommercial television and telecommunications receivers and amateur radio antennae, which qualify as an accessory use to the main use on the premises, may be located on such premises.
    - (b) Antennae for “personal wireless services” as defined in 97 USC 332(c)(2) shall be limited to the GC Zoning District, or upon Town-owned property in other zoning districts pursuant to leases or permits with the Town, with terms and conditions adequate to ensure safety and reasonable compatibility with the neighborhood in which they are located, including requirements for camouflaging where appropriate.
    - (c) Commercial radio, television and other tele-communications transmitters and receivers shall be restricted to the GC Zoning District.
    - (d) Additional receivers or transmitters may be installed on existing telecommunication towers regardless of the zoning district.
  - (2) All telecommunication antennas and towers shall be limited to the maximum structure heights set out in Section 7-3-10, unless a variance is obtained pursuant to Section 7-3-16, or allowed in accordance with the following exceptions:

### **Ridgway Municipal Code**

- (a) Telecommunication antennas, receivers and transmitters may be located on lawfully existing towers and structures, as long as they are not above the tower structure.
- (b) A variance to the height limitations otherwise applicable may be obtained for an amateur radio antenna for noncommercial use pursuant to the review procedure of Section 7-3-18 if the Planning Commission determines that the following criteria are met:
  - (i) A higher tower is necessary to be reasonably adequate for the domestic communications purposes;
  - (ii) No reasonable alternative exists;
  - (iii) No adverse impacts will be created with respect to other property in the area.
- (c) A variance to the height limitations otherwise applicable may be obtained for personal wireless service antennae if the Planning Commission determines pursuant to the review procedure of Section 7-3-18 that the following criteria are met:
  - (i) Space is not available at a commercially reasonable price on an existing tower or structure located in a technically feasible location, and no other location is available which will provide reasonably adequate service in compliance with the height limitations set out above, and
  - (ii) No adverse effect on property values in the area will be caused, and no safety hazard will be created.
  - (iii) The design and color of the tower and appurtenances shall be reasonably compatible with the site and surrounding area.
- (d) Commercial telecommunication antennae or towers up to forty (40) feet in height may be installed upon Town owned property within the "I-2" Light Industrial 2 Zoning District.
- (3) A final decision to deny a variance shall be in writing and supported by a substantial written record.
- (4) All towers and structures shall be subject to the building setback requirements of Section 7-3-10 and applicable provisions of Town building codes and other ordinances and regulations.
- (I) Short Term Rental Regulations:
  - (1) Intent and Purpose: Establish standards and procedures by which residential short term rentals can be provided in a manner that protects both the quality of experience and the character of the Town of Ridgway. It is the Town of Ridgway's intent to establish short term rental regulations to promote a mix of lodging options, support the local economy, while also upholding the integrity of the Town.
  - (2) Permitted Use of Short Term Rentals:

- (a) Short-term rentals are allowed in all zoning districts where residential units are a use by right or an approved conditional use. Short-term rentals are not permitted in the “I-1” Light Industrial District or the “I-2” Light Industrial District. Short-term rentals shall comply with the provisions of this Subsection (I) and shall be licensed per Chapter 8, Section 5 of the Ridgway Municipal Code. Provided however the provisions of Subsection 7-3-13(I)(2)(b) below are not applicable to such units in the HB or GC Districts.
- (b) For short term rentals not in the “HB” Historic Business or “GC” General Commercial Districts, the structure involved:
  - (i) Shall be a single family dwelling structure; or
  - (ii) Shall be a single residential unit in structures with mixed uses; or
  - (iii) Shall be a property with two dwelling structures where the owner may use one of the dwelling structures as a short term rental if both dwelling structures are owned by a single owner and one dwelling unit is owner occupied.
  - (iv) Shall not be a multiple family dwelling or structure as short term rentals are prohibited in multiple family structures.
- (c) In the HB and GC Districts, a maximum of five short term rentals are allowed per building or structure.

(3) Performance Standards for Short Term Rentals:

- (a) The unit being rented shall be a Dwelling Unit, as defined pursuant to Ridgway Municipal Code Section 7-3-2 shall not have more than 5 bedrooms, nor be leased or used to any group containing more than 10 people over the age of 18.
- (b) The unit shall have a minimum of 2 off street parking spaces available and any additional spaces necessary to accommodate the tenant’s vehicles off street.
- (c) There shall be an owner’s agent available to be at the unit within 20 minutes, who is on call full time to manage the property during any period the unit is rented. The name, address and phone number of the agent must be kept current on file with the Town, and posted in the short term rental.
- (d) Adequate animal-resistant trash and recycle containers shall be provided, and information on placement for collection shall be provided, in the short term rental as stated in Ridgway Municipal Code Section 9-2.
- (e) The unit shall be maintained in compliance with applicable Town ordinances and regulations. The rental of residential units as provided herein shall not unreasonably annoy or interfere with the use or enjoyment of public or private property or which constitutes a health or safety hazard.
- (f) The owner must have current State and Town sales tax licenses, a Town business license at such time the Town has business licensing, and collect and remit sales taxes and lodging taxes.

(J) Marijuana:

### Ridgway Municipal Code

- (1) The cultivation, manufacture, distribution, storage, or sale of marijuana shall not be a lawful use by right, accessory use (including as a home occupation), conditional use, or lawful nonconforming use in any zoning district of the Town of Ridgway, except as provided in this Subsection (J).
- (2) A Medical Marijuana Center, Medical Marijuana Optional Premises Cultivation Operation, and Medical Marijuana-Infused Products Manufacturing Facility, licensed under Article 43.3 of Title 12 CRS, a Primary Care Giver registered under CRS 25-1.5-106, and a Marijuana Cultivation Facility, a Marijuana Testing Facility, a Marijuana Product Manufacturing Facility or a Retail Marijuana Store licensed by the State of Colorado pursuant to Article XVIII Section 16 of the Colorado Constitution and Article 43.4 of the Title 12, CRS, may be located within the I-1 and I-2 Zoning Districts and the General Commercial Zoning District east of Liddell Drive extended, as a use by right if they meet the following provisions:
  - (a) They must be operated lawfully under applicable provisions of State Law.
  - (b) They must comply with the performance standards of the I-1 and I-2 Zoning Districts, or General Commercial Zoning Districts, as applicable.
  - (c) They must have valid State and Town sales tax licenses and collect and remit sales tax on sales of Marijuana in accordance with State Law and Town ordinances.
  - (d) A Certificate of Occupancy for each building must be obtained prior to establishment of the use therein.
  - (e) The cultivation, manufacturing, storage, distribution and sale of Marijuana, must be confined to an enclosed building.
  - (f) They must be located in structures with commercial and industrial uses only, and are not allowed in buildings with residential uses.
  - (g) No storage facilities are permitted off of the licensed premises.
  - (h) The building in which the licensed activities take place may not be located within 1000 feet of a school, an alcohol or drug treatment facility, the principal campus of a college, university or seminary, or a residential child care facility. The distance referred to shall be measured from the nearest property line of the land use for the above listed uses to the nearest portion of the building in which licensed activity takes place, using a route of direct pedestrian access. This restriction shall not affect the renewal or reissuance of a license once granted, or apply to a license in effect actively doing business before any of the above uses was constructed.
- (3) ???<sup>45</sup>
  - (a) A Patient, validly registered under State Law, may cultivate Medical Marijuana at the Patient's residence for the Patient's own use only, if in compliance with the limitations of State Law and if the plants cannot be seen or smelled off of the premises.

---

<sup>45</sup> The Town Clerk is confirming the numbering of this subsection, and a subheading may be added for clarity.

- (b) An individual may cultivate Marijuana at the individual's residence, only if in compliance with the limitations of Subsection (16)(3)(b) of Article XVIII of the Colorado Constitution and other applicable state law, including the requirement that the growing take place in an enclosed locked place, is not conducted publically or openly and is not made available for sale.
- (c) The use of a compressed flammable gas as a solvent in the extraction of THC or other cannabinoids in a residential setting is prohibited.
- (d) Co-op or collective grow operations are not allowed without a state license.
- (4) Delivery of Marijuana, or Medical Marijuana by a licensed Medical Marijuana business, licensed Marijuana establishment, Primary Care Giver, or any other person, from a location outside of Town, to a location within Town, is allowed, only if lawful under, and in full compliance with State Law, and the delivering person has a Town sales tax license if taxable sales may occur, and collects and remits Town sales taxes on the sale of the delivered Marijuana and Medical Marijuana.
- (5) The below listed terms shall be defined as indicated for purposes of this Subsection<sup>46</sup>
  - (a) "Medical Marijuana", "Medical Marijuana Center", "Optional Premises Cultivation Operation", and "Medical Marijuana-Infused Products, Manufacturing", shall have meanings as defined in CRS, Title 12, Article 43.3.
  - (b) "Primary Care Giver" shall have the meaning as defined in CRS 25-1.5-106.
  - (c) "Patient" shall have the meaning as defined in Section 14(1) of Article XVIII of the Colorado Constitution.
  - (d) "State Law" shall include, but not be limited to, Section 16 and Section 14(1) of Article XVIII of the Colorado Constitution, CRS 25-1.5-106, Article 43.3 and 43.4, Title 12, CRS; and any rules or regulations promulgated pursuant thereto.
  - (e) "Marijuana", "Marijuana Cultivation Facility", "Marijuana Testing Facility", "Marijuana Product Manufacturing Facility" or a "Retail Marijuana Store" shall have the meaning defined in Article XVIII Section 16 of the Colorado Constitution, and Article 43.4, Title 12, CRS.
- (6) Storage of Marijuana off of the licensed premises is not permitted in the Town.
- (K) Marijuana clubs, businesses or other places of assembly where customers, members, or the like, are regularly invited for the purpose of using or consuming marijuana or marijuana products on site, are prohibited in the Town. Manufactured Homes:<sup>47</sup>
  - (1) Manufactured homes, as defined in Subsection 7-3-2, are only permitted on the following described property:
    - (a) All of Blocks 4, 9 and 29;
    - (b) Block 28, Lots 11 through 20;

<sup>46</sup> The Town Clerk is confirming the numbering of this section. An errant "j" in the current code was not carried forward.

<sup>47</sup> These use specific standards are proposed to codify the limitations that are depicted on the Town of Ridgway Zoning Map (May 2018) as the 'Mobile Home Overlay,' but that are not referenced in Chapter 7.



### **Ridgway Municipal Code**

- (c) Block 32, Lots 1 through 18;
  - (d) Block 33, Lots 6 through 10; and
  - (e) Lot 1 of Mitchell Subdivision No.2.
- (2) The limitations of this subsection shall not apply to any manufactured home that was placed on a property not referenced in (K)(1) above prior to June 9, 1993 in Ordinance 93-2 that meets the requirements of the Town's Building Code.
- (3) Manufactured Home Parks are subject to the provisions of Section 8-1 Mobile Home Parks.

#### **7-3-19 CONDITIONAL USES.**

- (A) Uses listed as conditional uses for the various zoning districts provided in this Section shall be allowed only if the Planning Commission determines, following review pursuant to Subsection 7 3 18, that the following criteria are substantially met with respect to the type of use and its dimensions:
- (1) The use will not be contrary to the public health, safety, or welfare.
  - (2) The use is not materially adverse to the Town's Master Plan.
  - (3) Streets, pedestrian facilities, and bikeways in the area are adequate to handle traffic generated by the use with safety and convenience.
  - (4) The use is compatible with existing uses in the area and other allowed uses in the District.
  - (5) The use will not have an adverse effect upon other property values.
  - (6) The location of curb cuts and access to the premises will not create traffic hazards.
  - (7) The use will not generate light, noise, odor, vibration, or other effects which would unreasonably interfere with the reasonable enjoyment of other property in the area.
  - (8) Visual impact due to a building's size shall be mitigated by means of design, landscaping, berming, and other methods of site treatment, and must be compatible with the mass and scale of existing buildings on adjacent properties, or if there are no such buildings, compatible with the mass and scale of buildings in the Town generally.
- (B) The burden shall be upon the applicant to prove that these requirements are met.

#### **7-3-20 NONCONFORMING USES.**

- (A) Any use, building or structure which at the effective date of this Section or at the time of annexation, if annexed subsequent to the effective date of this Section, was lawfully existing and maintained in accordance with the previously applicable County or Town Regulations and Ordinances but which does not conform or comply with all of the regulations provided for in these Zoning Regulations, may continue to be maintained and used as a lawful nonconforming use only in compliance with the provisions and limitations imposed by this Subsection. Uses, structures or buildings which were unlawful or illegal and not in compliance with previously applicable Regulations shall remain unlawful, illegal, and subject to abatement or other enforcement action.
- (B) If a use, building or structure is lawfully nonconforming in that it is not a "Use By Right", or a "Conditional Use" which has been approved pursuant to the review provisions of Subsection 7 3 14, the following shall apply:

- (1) If the building, manufactured home or structure involved in the use is removed or if it is destroyed or damaged so that repair, replacement or reconstruction will cost more than fifty percent of the fair market value of the building, manufactured home or structure after repair, it shall no longer be lawful to use the building, manufactured home or premises except in compliance with the Use Regulations for the District within which it is located.
  - (2) If the nonconforming use is abandoned or discontinued for a period of 6 months, then the premises may only be used in compliance with the Use Regulations for the District within which it is located.
  - (3) The use may be continued only substantially as it existed at the effective date of this Section or of annexation, and no material change in the type of use shall be allowed, unless the Planning Commission determines, following the hearing procedure provided in Subsection 7 3-18, that the criteria set out in Subsection 7 3 14 will be met, and that the new use is a more restrictive use than the existing nonconforming use. Any change in use allowed pursuant to this provision shall not affect the future status of the use as a nonconforming use for all purposes of this Subsection.
  - (4) The extent or area of the premises utilized for or by the nonconforming use, building or structure, may not be materially extended or enlarged, or substantially structurally altered, unless the Planning Commission determines, following the review procedure of Section 7 3 18, that the criteria set out in Section 7 3 14 will be met.
- (C) If the use, building or structure is nonconforming with respect to dimensional requirements, design and performance standards, or other provisions not related to "use", the following provision shall apply:
- (1) If the nonconformity of the building, use, or structure is abandoned, removed, or corrected, such nonconformity may not be reestablished.
  - (2) If the building,manufactured home or structure is damaged so that the cost of replacing or restoring it is greater than fifty percent of its fair market value after replacement, the building, manufactured home or structure may be repaired or replaced only in compliance with these Zoning Regulations.
  - (3) If the building or structure is damaged in such a way as to remove the nonconformity, the nonconforming feature may not be reestablished by any repair or reconstruction, unless it is unfeasible to repair the building without reestablishing the nonconforming feature.
  - (4) No alteration may be made to the use, building, or structure which would increase the amount or degree of the nonconforming feature. Changes in the use, building, or structure may be made which will decrease the degree or amount of deviation from the requirements of this Section.
- (D) This Subsection shall not apply to signs. Nonconforming signs shall be governed by the provisions of Subsection 7 3 12.
- (E) Manufactured Homes and Factory Built Housing<sup>48</sup>
- (1) Notwithstanding the foregoing provisions of this Section, a lawful nonconforming manufactured home owned and occupied by the owner of the land upon which it sits may be replaced by another manufactured home to be owned and occupied by said owner if the

---

<sup>48</sup> Subheading added for clarity.

### **Ridgway Municipal Code**

Planning Commission determines following the review procedure of Section 7-3-18 that the criteria set out in Section 7-3-14 will be met, and that the replacement manufactured home will comply with all other applicable Town regulations including the provisions of Chapter 6-3.

- (2) Notwithstanding any of the foregoing provisions of this Subsection 7-3-15 any Factory Built Housing, which is nonconforming as to restrictions on use or design and performance standards, which for a period of six months is either unoccupied or does not have any authorized use of Town supplied water occur on the premises, shall be removed from the premises unless the structure has previously been issued a permit pursuant to Subsection 6-3-2 and it is erected on a permanent foundation complying with the requirements of the Town Building Code.

#### **7-3-21 VARIANCES AND APPEALS.**

- (A) The Planning Commission may grant a variance from the Dimensional Requirements, Sign Regulations, Design or Performance Standards and other provisions of these regulations not related to "use", and excluding Off-Street Parking Requirements, following the review procedure of Subsection 7-3-18, provided that the criteria of this Subsection will be met. No variance shall be granted from the provisions governing "Uses By Right", and "Conditional Uses" within any zoning district. Variances shall be granted only if all the following criteria are met:
  - (1) There are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the Zoning Ordinance, and
  - (2) The spirit of the ordinance will be observed, the public health, safety and welfare secured and substantial justice done by granting the variance.
- (B) The Planning Commission may grant a variance from the Off-Street Parking Requirements for the Historic Business Zoning District, following the review procedure of Subsection 7-3-18, provided that the criteria of this Subsection will be met. Variances shall be granted if the spirit of the ordinance will be observed, the public health, safety and welfare secured and substantial justice done by granting the variance and any one of the following criteria are met:
  - (1) The variance is requested for an addition to an existing building or the construction of a purely accessory structure and these modifications will have a de minimis effect on traffic and parking; or,
  - (2) The placement of on-site parking is not congruent with the goals and objectives of the downtown and as such will create an undesirable effect on the downtown streetscape, potentially interrupting, impeding or otherwise adversely affecting existing or future infrastructure such as pedestrian walkways and landscape areas; or,
  - (3) There are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the Off-Street Parking Requirements.
- (C) The burden shall be on the applicant to show that these criteria have been met.
- (D) No variance or appeal shall be granted with less than four concurring votes of the Planning Commission.

#### **7-3-22 AMENDMENTS AND ADDITIONS TO THE OFFICIAL ZONING MAP AND ZONING REGULATIONS.**

(A) Rezoning:<sup>49</sup>

- (1) Amendments to the Official Zoning Map involving any change in the boundaries of an existing zoning district, or changing the designation of a district, shall be allowed only upon a determination following public hearing that the following criteria are met:
  - (a) The amendment is not adverse to the public health, safety and welfare, and
  - (b) The amendment is in substantial conformity with the Master Plan, or
  - (c) The existing zoning is erroneous, or
  - (d) Conditions in the area affected or adjacent areas have changed materially since the area was last zoned, or
  - (e) Repealed by Ordinance 7-1999
- (2) Rezoning may be requested or initiated by the Town, the Planning Commission, or the owner of any legal or equitable interest in the property or his representative. The area considered for rezoning may be enlarged by the Planning Commission on its own motion over the area requested in the application as part of its recommendation. Any person desiring an amendment to the Zoning Regulations shall submit an application on forms provided by the Town, accompanied by an application fee of \$200.00. The burden shall be on the applicant to show that the criteria of this Subsection have been met. No fee or formal application is required for action initiated by the Town or Planning Commission.

(B) Zoning of Additions:

- (1) The Planning Commission may recommend to the Town Council a zoning district designation for all property annexed to the Town not previously subject to Town zoning. Proceedings concerning the zoning of property to be annexed may be commenced at any time prior to the effective date of the Annexation Ordinance or thereafter.
- (2) The zoning designation for newly annexed property shall not adversely affect the public health, safety and welfare.

(C) Legislative Zoning:<sup>50</sup>

- (1) Comprehensive review and reenactment of all or a significant portion of the Official Zoning Map shall be a legislative action and shall not be required to meet any criteria set out in this Subsection.
- (2) Amendments to these regulations may be made only by ordinance.
- (3) All proposals to amend the Official Zoning Map or these Zoning Regulations may be referred to the Planning Commission for recommendation.
- (4) The Town Council shall review all proposals to amend the Official Zoning Map as the "Review Board" in substantial conformity with the review procedures set out in Subsection 7-3-18.
- (5) Repealed by Ordinance 19-1999

---

<sup>49</sup> The Town Clerk is confirming the numbering of this Subsection.

<sup>50</sup> The Town Clerk is confirming the numbering of this Subsection.

**Ridgway Municipal Code****7-3-23 REVIEW PROCEDURE.**

- (A) All requests for approval of an appeal, a variance, a conditional use, a change in a nonconforming use, or other action which is required to be reviewed pursuant to this Subsection by these Zoning Regulations or other Town Ordinances, shall be reviewed by the Planning Commission, or Board of Adjustment, as provided in these Regulations.
- (B) The applicant requesting approval of a variance, appeal, conditional use, change in a nonconforming use, or other action required to be reviewed pursuant to this Subsection shall submit an application upon forms supplied by the Town accompanied by any other required information or information which he may desire to submit. A single application may contain a request for more than one action. The application shall be accompanied by application fees as set by Subsection 7-3-20. No formal application need be submitted or fee paid for action initiated by the Town or Planning Commission.
- (C) A hearing shall be set before the appropriate Board after receipt by the Town of a properly completed application form and all other required information.
- (D) Notice of the hearing shall be posted at Town Hall 10 days before the hearing and posted, visible from each street frontage abutting the property, for at least 10 days prior to the hearing in addition to any other notice required by Town regulations.
- (E) At the hearing scheduled, the applicant and other interested parties may appear and present such evidence and testimony as they may desire. Anyone presenting evidence or testimony shall be subject to cross examination by other interested parties, although the Reviewing Board may limit testimony, evidence, and cross examination which is merely cumulative and is not required to follow any set procedure during the hearing, nor to strictly follow the Rules of Evidence as applied by the Courts. The hearing may be tape recorded or otherwise electronically recorded. The applicant, or other interested party may, if he desires, have the hearing recorded by a court reporter, at his expense. The hearing may be continued from time to time as necessary. The burden is upon the applicant in all cases to establish that all applicable criteria for any action are met, including proper notice.
- (F) The Reviewing Board shall announce its decision within 20 days of the completion of the hearing. It shall not be necessary for the Reviewing Board to provide written findings or conclusions, except upon the request of the applicant, or other party appearing or participating in the hearing. The decision of the Reviewing Board with respect to requests for approval of a variance, conditional use, or change in a nonconforming use, or appeal shall be final, subject only to review by certiorari in the courts. The Town shall have the right to appeal any such decision to the courts. Upon the filing of an appeal or request for review in the courts, the Town shall cause a transcript of any tape recording of the hearing to be made and certified to the court, and the party filing such appeal or such review, shall pay the Town the reasonable cost incurred in producing such transcript, unless such party has a transcript produced by a court reporter at his expense.
- (G) The Reviewing Board may approve the requested action only upon finding that all applicable criteria and requirements of these Zoning Regulations or other Town ordinances have been met. If it determines that such criteria have not been met, the application shall be denied. The application may be granted upon conditions or limitations which the Reviewing Board determines are necessary in order to ensure that the applicable criteria are met. Such conditions or limitations shall be provided to the applicant and interested parties, in writing, as part of the decision.

**7-3-24 ENFORCEMENT AND ADMINISTRATION.**

- (A) The Building Official shall be responsible for the interpretation, administration and enforcement of the provisions of these Regulations, as amended, the Official Zoning Map, as amended, and of any decisions entered by the Planning Commission, Board of Adjustment or Town Council, pursuant to this Section.
- (B) No building permit, occupancy permit, or other permit or license shall be issued, nor shall any other action of approval be taken or allowed by the Town for any property which is not in compliance with the provisions of these Zoning Regulations, and any decision issued pursuant hereto.
- (C) Whenever necessary to make an inspection to enforce any of the provisions of these Zoning Regulations, or any provision of a decision entered, pursuant to this Section, or whenever there is reasonable cause to believe that a violation of any provision of these Zoning Regulations, or of any decision issued, pursuant to this Section exists, the Marshal, Building Inspector, or their authorized representative, shall have the right to enter upon such building or premises at all reasonable times for purposes of inspection or to perform any other duty imposed by this Section. Prior to entry, he shall identify himself and request permission to enter from the occupant or person in charge of the premises if they can be found by reasonable efforts. If entry is refused, he shall have recourse to any remedy provided by law to secure entry.
- (D) The Town may maintain an action in a court of competent jurisdiction to enjoin any violation of these Zoning Regulations or of the terms of any decision entered pursuant to this Section.
- (E) Any action which reduces the area of any site, lot or tract in violation of the minimum dimensional requirements of these regulations shall be unlawful.
- (F) It shall be unlawful to violate any of the provisions of these Zoning Regulations, or the terms of any decision entered pursuant to this Section. Any person convicted of such a violation may be punished by a fine of up to \$300 dollars. Each day any violation continues shall constitute a separate violation.
- (G) Continuing violations of this Section, the terms of any decision issued pursuant to this Section, or any subdivision plat restrictions, are hereby declared to be a nuisance and may be abated in any lawful manner.

**7-3-25 FEES AND COSTS.**

- (A) The following fees shall be submitted with respect to the indicated application, request or action:
  - (1) Temporary Use Permit pursuant to 7-3-13(C): \$150.00
  - (2) Conditional Use Permit pursuant to 7-3-14: \$250.00
  - (3) Change in a Nonconforming Use pursuant to 7-3-15(B)(3) and (4): \$150.00
  - (4) Variances and Appeals pursuant to 7-3-16: \$250.00
  - (5) Rezoning pursuant to 7-3-17(A) and (B): \$250.00
  - (6) Other Reviews conducted pursuant to the 7-3-18 Review Procedure: \$250.00
  - (7) Variance from Flood Plain Regulation pursuant to 6-2-5: \$150.00

**Ridgway Municipal Code**

- (8) Master Sign Plan pursuant to 7-3-12: \$150.00
  - (a) Minor Change to Master Sign Plan: \$ 50.00
  - (b) Major Change to Master Sign Plan: \$150.00
  - (c) Appeal to Master Sign Plan: \$250.00
- (9) Zoning or Land Use Compliance letters: \$50.00
- (10) Deviation to Single Family Home Design Standards pursuant to 6-6: \$175.00
- (B) In addition to the above fees, the applicant shall reimburse the Town for all out-of-pocket costs incurred during the review including legal fees, postage, notice and publishing costs, map costs, engineering fees, etc., together with wages and associated payroll costs for contract employees, plus ten percent to cover overhead and administration. The Town shall bill the applicant periodically as such costs are incurred. Payment is due within 30 days. Bills not paid by the due date shall accrue interest at the rate of one and one-half percent per month or part thereof. No plat shall be recorded, improvement accepted, lien released, building permit issued, tap approved or other final approval action taken until all fees then due are paid to the Town. Such fees may be certified to the County Treasurer for collection as delinquent charges against the property concerned.
- (C) The Town Council, in its sole discretion, may defer, reduce and/or waive certain land use fees within this Chapter 7 for projects demonstrating significant public benefit such as perpetual, deed-restricted affordable or workforce housing projects.

PLANNING COMMISSION  
MINUTES OF THE REGULAR MEETING  
SEPTEMBER 24, 2019

CALL TO ORDER

The Chairperson called the meeting to order at 5:35 p.m. with Commissioners Emilson, Nelson, Mayor Clark and Chairperson Canright in attendance. Councilor Cheek and Commissioners Falk and Liske were absent.

OTHER BUSINESS

1. Consideration of Residential Uses in the Industrial Districts

Memorandum dated September 22, 2019 regarding consideration if residential uses should be conditional uses in the Industrial Zone, prepared by the Town Planner, Town Manager, and Town Engineer.

Town Planner Shay Coburn presented the Memorandum dated September 22, 2019 highlighting the points for consideration. She explained that the Light Industrial 1 (LI1) and Light Industrial 2 (LI2) Districts, without the Town Public Works yard and SMPA, comprise only 1.4% of all the property within the Town so the balance of land zoned for residential and industrial use should be carefully considered. Compatibility of uses, proximity to the Town's wastewater treatment lagoons and the types of allowed residential uses in the Industrial Districts should also be considered she continued.

SPEAKING FROM THE AUDIENCE

Pam Foyster asked if a development is being proposed in the Industrial Zone and found the development is what spurred the consideration.

Ben Jackson said he would like the Planning Commission to consider residential, live-work, multi-family and deed restricted lots as a conditional use in the Light Industrial Zones so that he can submit his proposed development plan.

Tim Gesse asked how much land would remain for industrial use if the proposed development were to be approved in the Industrial Zone and found that approximately half of the 1.4% available land would be reduced. Mr. Gesse also expressed his concern that future industrial development may be even more restrictive with the proposed neighboring residential development.

Pam Foyster asked if any other land in Town has been set aside for industrial use besides the LI1 & LI2 Districts and found that additional land has been designated on the Town's Future Land Use map, but it is outside the current Town boundary. Ms. Foyster also said she is not in favor of using any industrial land for residential use because the allocated land is finite and the proposed development does not comport with the Master Plan.



Tom McKenney said he is not in favor of residential use in an industrial zone, but is in favor of a live-work use in the LI1 location. McKenney also said if land is used for residential use in the Light Industrial Zone, that same amount of acreage should be replaced for industrial use elsewhere in Town.

The Commission discussed the complex issue. They expressed concerns that the industrial districts should be available for large and small employers in order to provide jobs and attract families to town; the boundaries for the wastewater lagoons may need to expand with growth and abutting to a residential district would be problematic. The Commission agreed that purely residential uses in the Industrial Zones should not be allowed as a conditional use. They also discussed work force and live-work uses on the second and third floors of Industrial District businesses and how that might be considered during upcoming code update discussions. The Commission also discussed how they are not favorable to rezone most of the industrial land, and the importance of pedestrian traffic safely flowing through the area.

## SPEAKING FROM THE AUDIENCE

Pam Foyster commented that there must be careful planning to ensure that enough land is set aside for infrastructure growth.

Ben Jackson stated that large employers are not able to bring their businesses to Ridgway because there is nowhere to house their employees.

Planner Coburn commented that she has received complaints that the Industrial Zone regulations are already too restrictive, and housing on upper floors may not always be possible because many industrial businesses require high ceilings. Coburn noted that live-work may be able to be considered as a conditional use because a person in that instance is more aware of the impacts to the surrounding neighbors.

Ms. Coburn summarized the conversation and noted that a higher density residential district and defining other residential uses will be considered during the zoning review and code updates this year.

## 2. Ouray County Multi-Hazard Mitigation Plan, 2019 Update

The Town Planner explained that another survey has been developed. She provided the following link: <https://forms.gle/svMBG4PfwvGYTK6N9> for the Commissioners to take the survey about the County's mitigation measures. The Town Manager requested the Commissioners also take an affordable housing survey that is on the Town's website as well.

## 3. Reschedule November 26 and December 31 Regular Meetings

The Town Planner proposed rescheduling the November and December Regular Meetings due to the holiday schedule. The Planning Commission tentatively agreed to reschedule the November meeting to be held on December 3, and to rescheduling the December meeting to January 7, 2020.

## ADJOURNMENT

The meeting adjourned at 7:00 p.m.

Respectfully submitted,

Karen Christian  
Deputy Clerk

PLANNING COMMISSION  
MINUTES OF THE REGULAR MEETING

DECEMBER 3, 2019

CALL TO ORDER

The Chairperson called the meeting to order at 5:30 p.m. with Commissioners Falk and Liske, Mayor Clark and Chairperson Canright in attendance. Councilor Cheek, and Commissioner Emilson were absent. Commissioner Nelson was not present for the roll call.

Commissioner Nelson entered the hearing at 5:32 p.m.

PUBLIC HEARINGS

1. Application: Variance for Parking Regulations, Variance for Building Height, Variance for Building Area and Conditional Use for Building Area; Location: Block 34, east 92 feet of Lots 11-12, Lots 13-15; Address 185 N Lena Street and TBD North Lena/Clinton Street; Zone: Historic Business (HB); Applicant: Conterra Workshop; Owners: Catherine and Steven Chevalier and Firehouse Investment Real Estate LLC

Staff Report dated December 3, 2019 presenting background, analysis and staff recommendation prepared by the Town Planner.

Town Planner Shay Coburn presented an application for a mixed use culinary arts complex proposed to include a restaurant, cooking school, tavern, commercial kitchen, event/flex space, micro-gardens, and eight residential units to be constructed in the core of the Historic Business District. She explained the net square footage of commercial space will require 13 parking spaces, and the variance request is to not provide any onsite commercial parking; the maximum building height in the HB District is 35 feet, and the variance request is for building height of 39 ft. Coburn further explained the variance request for building area greater than 15,000 sq. ft., and conditional use request for a building area over 7,500 sq. ft., is a requirement for the residential mixed-use building that is intended to be 30,000 sq. ft.

Planner Coburn commented the project is in alignment with the Mater Plan, but the Applicant did not yet clearly prove criteria has been met for the variance or conditional use requests. She advised the Planning Commission to carefully consider the application.

Patrick O'Leary, Managing Member of Firehouse Investment Real Estate LLC said the iconic firehouse property should be preserved because it is important to the history and culture of Ridgway. He noted extensive community outreach provided many great ideas for the project that will revitalize the east end of Clinton Street. Mr. O'Leary said the project's primary goal is to "create a fully integrated environmentally sustainable mixed-use development which hugs the old firehouse, and enlivens a restored firehouse with a synergistic blend of both commercial, residential, horticultural, culinary and arts-oriented event and exhibition center."

John Baskfield of Conterra Workshop and architect for the project explained the required criteria and noted the site challenges such as the neighboring CenturyLink property limiting alley access, limited curb cuts allowed in the district; and the location of the existing historic firehouse, existing

jailhouse and existing Lucy's Garden. Mr. Baskfield explained surface parking is limited due to the location of the CenturyLink buildings and the alternative to provide parking would result in a complete loss of Lucy's Garden which is considered an important green and art space. He noted that residential parking would be provided but on-site commercial parking is not congruent with the downtown goals and objectives. On site commercial parking would create an undesirable effect on the streetscape and noted the Owner is prepared to pay a fee in lieu of providing the parking spaces. Mr. Baskfield further explained the Firehouse is the center focus of the project design and the proposed adjacent buildings are limited in their building heights to maintain the focus. As such other elements of the project must be stacked vertically on two stories in other buildings. Mr. Baskfield commented 3<sup>rd</sup> story construction is only proposed in a few areas and explained the factors that prevent the building from meeting the maximum height restriction. He reviewed a variety of site plan renditions for the proposed complex and mentioned the building is large because it will act like a campus.

The Commissioners discussed the proposed arts complex with the Applicant, Owners, and Staff.

The Chairperson opened the hearing for public comment.

Steven Chevalier, owner of the vacant lot proposed for construction with this project said he has been unable to develop the lot due to the CenturyLink building obstructing the alley way for required parking access. He clarified "as a former CenturyLink employee" that the green drum will go away, and the tan drum will be raised up and aesthetically modified.

The Chairperson closed the hearing for public comment.

The Planning Commission further discussed the application with the Town Planner.

The Commissioners paused for a break at 8:07 p.m. and returned at 8:16 p.m.

#### ACTION:

Commissioner Nelson moved to approve the request for 185 North Lena Street and TBD North Lena/Clinton Street; Block 34, east 92 feet of Lots 11-12, Lots 13-15 as follows; (1.) Approve the variance for 3 required on-site Commercial Parking Spaces because the Applicant has met criteria; (2.) Recommend a continuance of the hearing for the building height variance in order to receive more information before the March Regular Planning Commission Meeting; (3.) Approve the Variance for Building Area over 15,000 sq. ft. and the Conditional Use for Building Area over 7,500 sq. ft. because the Applicant has met the criteria. Commissioner Liske seconded the motion, and it carried unanimously.

#### OTHER BUSINESS

##### 2. Land Use Code – Project Update

Planner Coburn updated the Commission and explained the consultant will meet with the committee via telecom on January 7. She noted a workshop is scheduled for the week of February 10, 2020 and the Commissioners agreed to attend the workshop.

##### 3. Ouray County Multi-Hazard Mitigation Plan, 2019 Update

The Town Planner said the Plan is in the final stages of the process. Public survey comments are being collected, and the Plan will be presented to the Town Council for adoption soon. Coburn provided a link to the survey and encouraged the Commissioners to review the survey and make comments.

#### APPROVAL OF THE MINUTES

4. Approval of the Minutes from the Meeting of October 29, 2019

ACTION:

Mayor Clark moved to approve the Minutes from October 29, 2019. Commissioner Liske seconded the motion, with Chairperson Canright abstaining, and it carried unanimously.

#### ADJOURNMENT

The meeting adjourned at 8:30 p.m.

Respectfully submitted,

Karen Christian  
Deputy Clerk