

Ridgway Town Council
Regular Meeting Agenda
Wednesday, January 8, 2020
201 N. Railroad Street, Ridgway, Colorado

5:30 p.m.

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

ADDITIONS & DELETIONS TO THE AGENDA

INTRODUCTIONS AND ACKNOWLEDGMENTS

Introduction, and welcome, to new Town Manager Preston Neill - Mayor Clark.

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

1. Minutes of the Regular Meeting of December 11, 2019.
2. Pursuant to state statute designate the Town Hall bulletin board as the official posting place.
3. Register of Demands for January 2020.

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

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

4. Final Plat for RiverSage Subdivision, Filing 2 - Town Planner.

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

5. Subdivision Improvements and Lien Agreement for RiverSage Filing 2 - Town Planner.
6. Release of RiverSage Filing 1 Subdivision Improvements and Lien Agreement - Town Planner.
7. Request for extension of preliminary plat submittal for Vista Park Commons PUD - Town Planner.
8. Report from Ride the Rockies pertaining to impacts to Town during stay at Ouray County Fairgrounds on June 17 and 18 - Deirdre Moynihan, Tour Director Ride the Rockies.
9. Easement for access to Railroad Street from Lot A, Park Subdivision - Town Attorney.
10. Intergovernmental agreement with Western Colorado Regional Dispatch Center for dispatch services - Town Attorney.

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

11. Update on the 2020 Annual Election - Town Clerk.

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

Council Appointed Committees, Commissions, Task Forces:

Ridgway Parks, Trails & Open Space Committee - Councilors Austin and Mayor Pro Tem Johnson

Ridgway Planning Commission - Councilor Cheek and Mayor Clark

Ridgway Creative District Creative Advocacy Team - Councilor Hunter

Ridgway Scholarship Committee - Mayor Pro Tem Johnson and Mayor Clark

Council Board Appointments:

Ouray County Weed Board - Councilor Lakin; alternate - Town Engineer

Ouray County Joint Planning Board - Councilor Meyer, citizens Rod Fitzhugh & Tom McKenney;
alternate-Mayor Pro Tem Johnson

Sneffels Energy Board - Councilor Lakin and Public Works Services Administrator; alternate -
Mayor Pro Tem Johnson

Region 10 Board - Mayor Clark

WestCO Dispatch Board - Town Marshal; alternate - Town Manager

Gunnison Valley Transportation Planning Region - Town Manager; alternate - Public Works
Services Administrator

Ouray County Transit Committee - Public Works Services Administrator; alternate - Town Manager

Ouray County Water Users Association - Councilor Meyer

Ouray County Affordable Housing Advisory Committee - Councilor Austin.

Council Participation and Liaisons:

Chamber of Commerce - Councilmember Hunter

Communities That Care Coalition - Mayor Clark

Ouray County Fairgrounds - Councilor Austin

ADJOURNMENT

Deadline for agenda items for next regular meeting, Wednesday, February 5, 2020 at 4:00 p.m.,
Town Clerk's Office, 201 N. Railroad Street, Ridgway, Colorado.

Consent Agenda

RIDGWAY TOWN COUNCIL
MINUTES OF REGULAR MEETING
DECEMBER 11, 2019

CALL TO ORDER

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

INTRODUCTIONS AND PRESENTATIONS

Town Manager Coates recommended changing employment status for Chris Bolane from probationary to permanent part time contract employee effective November 28th.

ACTION:

Councilor Meyer moved to remove Chris Bolane from probationary status and place as a permanent part time contract employee effective November 28th. Councilmember Lakin seconded the motion and it carried unanimously.

CONSENT AGENDA

1. Minutes of the Special Meeting of November 8, 2019.
2. Minutes of the Regular Meeting of November 13, 2019.
3. Minutes of the Special Meeting of November 18, 2019.
4. Minutes of the Special Meeting of November 20, 2019.
5. Minutes of the Budget Workshop Meeting of November 20, 2019.
6. Register of Demands for December 2019.

ACTION:

It was moved by Councilmember Austin, seconded by Councilor Hunter and unanimously carried to approve the consent calendar.

PUBLIC COMMENTS

Gene Ulrich requested the placement of signage at the Highway 62 crosswalks, stating vehicles are not stopping for pedestrians. The Council noted this has been an ongoing problem, and directed staff to speak to the Department of Transportation and request more signage at the crosswalks.

Glenn Boyd, Emergency Manager for Ouray County, reported at 6:00 p.m. on December 18th a test will be conducted sending a message to every land line phone in the county. He asked the Council to assist in notifying citizens of the testing.

PUBLIC REQUESTS AND PRESENTATIONS

7. Update on process of application for international dark sky designation

Val Szwarc with Ridgway Dark Sky Committee presented the Council with a draft letter to the International Dark-Sky Association (IDA) requesting Town designation as a Dark Sky Community, and a draft citizens brochure entitled 'Guide to Dark Sky Outdoor Lighting'. He explained the committee has met requirements to receive the classification. He requested documents from the Town be submitted to the Committee by the end of January, as the application process must be completed by the end of February 2020.

There was discussion between the Council and Mr. Szwarc regarding the letter, which was drafted as a letter of support. Mr. Szwarc noted Ridgway-Ouray Community Council, as the local advocacy organization, will submit the application "in partnership, and with the support of the Town".

There was discussion by the Council. The Council agreed a cover letter, not a letter of support, will be prepared by the Town for the application, and be reviewed by the Council at the January meeting; staff will also make changes to the draft informational brochure. The full submittal packet will be presented to the Council at the February meeting before it is submitted to the IDA.

PUBLIC HEARINGS

8. Adoption of Ordinance repealing and replacing Section 6-1 of the Municipal Code to adopt the 2018 International Code Council Code

Building Inspector Mike Gill noted the proposed ordinance adopting the 2018 International Building Codes was introduced at the previous meeting, and requested adoption.

ACTION:

Councilor Meyer moved to adopt an Ordinance of the Town of Ridgway, Colorado Repealing and Replacing Section 6-1 of the Ridgway Municipal Code to Update Building Regulations and to Adopt by Reference Certain 2018 International Code Council Code Books and Amendments Thereto. Councilmember Lakin seconded the motion which carried unanimously.

9. Adoption of the 2020 Fiscal Year Budget and setting of Property Tax Levies through adoption of resolutions

The Town Clerk presented the 2020 Fiscal Year Budget and resolutions adopting the budget, appropriating funds and setting a property tax mill levy. She noted numerous meetings and workshops were held over the past three months at which time the budget and related documents were reviewed and discussed.

Mayor Clark suggested a bonus be given to the outgoing Town Manager "to show appreciation for years of service to the Town" and the amount be taken from the wage line items for 2019, noting this amount was not contained in the budget as being presented. He reported the Town Manager has asked to retain the Town issued iphone, ipad and laptop which were used during her tenure.

There was discussion by the council and it was agreed to issue a bonus and allow retention of the electronic equipment.

ACTION:

Councilor Austin moved to authorize payment of a 2019 bonus of \$5000 to the Town Manager and allow her to take the pieces of Town property. Councilor Cheek seconded the motion which carried unanimously.

ACTION:

Councilor Lakin moved, with Councilmember Hunter seconding to approve the Resolution No. 19-15 Appropriating Sums of Money to the Various Funds in the Amount and for the Purpose as Set Forth Below for the 2020 Budget Year. On a call for the vote the motion carried unanimously.

ACTION:

Moved by Councilmember Meyer to approve Resolution 19-16 Adopting A Budget for the Calendar Year Beginning on the First Day of January 2020 and Ending on the Last Day of December 2020. Councilor Lakin seconded the motion which carried unanimously.

ACTION:

Moved by Councilor Lakin, seconded by Councilor Cheek and unanimously carried to approve Resolution No. 19-17 Adopting the Property Tax Levy for the Year 2020 for Certification to the Ouray County Commissioners.

POLICY MATTERS

10. Memorandum of Understanding between Ouray County and the Town pertaining to 2020 funding requests and outlining future goals

County Commissioner Don Batchelder explained a Memorandum of Understanding (MOU) is adopted every year between the County and Town to formalize the exchange of funds between the entities, and outlining goals of mutual support. He noted state statute requires half the property tax collected within a municipality for road and bridge must be allocated back to the jurisdiction from which it was collected.

Commissioner Batchelder reviewed future goals with the Council. It was noted by the Council the language pertaining to the Space to Create Program had been changed. There was discussion and consensus of the Council was to request the goals be changed to include support of the program. Commissioner Batchelder stated he would present the Council's request to the Board of County Commissioners.

ACTION:

Councilor Meyer moved to approve the Memorandum of Understanding between Ouray County and Town of Ridgway for 2020 Operational Funding Requests, Road and Bridge Apportionment from County to Town, and Future Goals with the amendments as discussed. Councilor Cheek seconded and on a call for the vote the motion carried unanimously.

11. Third Amendment to Intergovernmental Agreement between the City of Ouray, Colorado the Town of Ridgway, Colorado and Ouray County Establishing a Multi-jurisdictional Housing Advisory Committee

Town Manager Jen Coates noted the County is requesting a third amendment to the Memorandum of Understanding pertaining to the Multi-Jurisdictional Housing Advisory

Committee. At the previous meeting Council directed staff to contact the administrators of the County and City of Ouray to discuss considering if it would be more appropriate for planning staff to meet and have discussions regarding affordable housing, instead of the committee. She reported the County Commissioners have already approved the amendment for one year. She suggested the Council request a joint workshop with the jurisdictions to discuss the advisory committees role and future direction. The Council agreed to hold a joint workshop and staff was directed to contact the other entities to establish a meeting date .

12. Modification of Hotel/Restaurant Optional Premises Liquor License for Chipeta Sun Lodge

Staff Report from the Town Clerk dated 11-21-19 presenting an application for modification of liquor license for Chipeta Sun Lodge.

The Town Clerk reported the Chipeta Sun Lodge is requesting to modify the existing optional premises hotel/restaurant liquor license to place the restaurant building back into the licensed premises. She explained the current license includes buildings and pool areas which are located within the fenced areas of the facility, and excludes the western portion of the area housing the tee-pees.

ACTION:

Councilor Johnson moved to approve the modification of liquor license for Chipeta Sun Lodge, Councilmember Lakin seconded, and the motion carried unanimously

13. Discussion regarding siren at the Ridgway Fire Protection District facility

Mayor Clark explained members of the Council have inquired into the siren at the Ridgway Fire Protection facility. He stated questions include can the siren volume be lowered, can it be placed in a different direction, and why does the siren sound even when trucks are not dispatched.

Fire Chief Chris Miller addressed the Council and explained the siren is part of a “redundant system”, it sounds first and then pagers are activated. He stated the redundant system is needed as “a minute or two makes a big difference for us”. He noted the alarm also sounds when emergency medical services are summoned, noting this can be “frustrating for all of us”.

Speaking from the Fire District Board, members Ned Bosworth and Charles Mueller addressed the need for the redundant system, and explained the alarm also alerts the public that trucks will be entering the streets, and irrigation watering should be halted.

The County Emergency Manager noted “statewide we are looking at ways to add redundancy” to emergency management.

Katie LaSala explained the district has been exploring ways to lower the sound level or alternate the siren.

The Council agreed if there were ways to reduce impacts it would be appreciated, and suggested educating the public on the need to turn off irrigation water when the alarm is sounded.

The Council took a recess at 7:20 p.m. and reconvened the meeting at 7:25 p.m.

14. Release of subdivision improvements and lien agreements for Trail Town Subdivision

Planner Shay Coburn explained at the April meeting Council was presented with a request to extend the expired subdivision improvements and lien agreements for Trail Town Subdivision. She reported the improvements have been accomplished and recommended the liens be released.

ACTION:

Moved by Councilmember Lakin, seconded by Councilor Hunter to approve the release of the SIA and lien agreement recorded at reception number 222722. The motion carried on a unanimous vote.

ACTION:

Councilor Lakin moved to approve the release of the subdivision improvements and lien agreement recorded at reception number 222723. Councilor Meyer seconded the motion which carried unanimously.

15. Resolution adopting a body worn camera policy for the Marshals Department

Marshal Schmalz explained during review of the department policies and procedures it was discovered the use of body worn cameras was not addressed. He noted it is "becoming apparent" in law enforcement there is need for the use of body worn cameras to assist in claims against officers, and also assist the public. He presented a resolution creating a policy pertaining to the use of the equipment.

ACTION:

Moved by Councilor Meyer to approve Resolution No. 19-18 Amending the Police Procedures Manual to add Section 25: Body Worn Camera Policy. Seconded by Councilor Cheek seconded and the motion carried unanimously.

16. Update to personnel regulations relative to changing response time for Deputy Marshals

Marshal Schmalz reported at the previous meeting the Council discussed response time for officers. He explained due to housing constraints deputy marshals have homes which are outside the current fifteen minute response time. He proposed the regulation be changed to allow full time Deputy Marshals a twenty five minute response time, and noted the Marshal will retain the fifteen minute response. He explained the deputies have agreed if scheduled to work during inclement weather, they will remain in Town for the night to provide immediate response time.

ACTION:

Moved by Councilmember Meyer, seconded by Councilor Hunter to approve Resolution No. 19-20 Amending the Town of Ridgway Personnel Regulations Providing for Full Time Policy Officers to Reside with 25 minutes of the Town Boundary, and the Town Marshal to Reside within 15 minutes of the Town Boundary. The motion carried unanimously.

17. Resolution adopting the Ouray County Hazard Mitigation Plan

The County Emergency Manager presented the Council with the recently prepared Ouray County Hazard Mitigation Plan and asked the Council to adopt the plan by resolution.

Planner Coburn noted a number of the action items in the plan are from the Town Master Plan. Adopting the plan will provide the Town with eligibility for grant funding requests to the Federal Emergency Management Administration.

ACTION:

Councilor Hunter moved to adopt the Ouray County Multi Hazard Mitigation Plan and Resolution Number 19-19. Councilor Lakin seconded the motion, which carried unanimously.

18. Adoption of the Five and Ten Year Capital Improvement Plan

The Town Manager explained the Home Rule Charter requires approval of capital projects and improvements. She presented a Five and Ten Year Capital Improvement Plan and requested Council approval.

ACTION:

Moved by Councilmember Lakin and seconded by Councilor Cheek to approve the Capital Improvement Plan. On a call for the vote the motion carried unanimously.

19. Adoption of the 2020 Strategic Plan

Manager Coates reported the Strategic Plan is now categorized by values contained within the Master Plan, and items have been assigned to staff members to perform throughout the next year.

ACTION:

It was moved by Councilor Hunter, seconded by Councilor Meyer and unanimously carried to approve the Town of Ridgway 2020 Strategic Plan.

20. Lease agreement with Region 10 for Ridgway Carrier Neutral Location

Manager Coates reported the broadband infrastructure agreement with the County, City of Ouray and Region 10 includes erection of an antenna and construction of a building on Town property, which will be leased to Region 10 to lease to network service providers. The agreement states the Town shall pay utilities, and allows requests for reimbursement. Region 10 will assume building repairs, minor maintenance and insurance.

The Town Attorney noted the twenty year lease is subject to annual appropriation, and a general liability policy will indemnify the Town.

ACTION:

Moved by Councilmember Meyer to approve the lease agreement for the Ridgway Carrier Neutral Location. Councilor Cheek seconded the motion which carried unanimously.

21. Contracted Services Agreement with Consolidated Consulting Services Inc.

The Town Manager presented an annual contract with Consolidated Consulting Services for engineering services. The scope of work outlined in Exhibit A includes capital planning and strategy items related to capital projects, such as wastewater treatment lagoons and design of Amelia Street.

ACTION:

Moved by Councilor Lakin, seconded by Councilmember Hunter to approve the contracted services agreement with Consolidated Consulting Services Inc. for 2020. The motion carried unanimously.

22. Appointment of Interim Town Manager

The Mayor noted during the recent workshop meeting the Council discussed appointing an interim manager until the new manager begins work on January 6, 2020.

ACTION:

Councilor Hunter moved to appoint Shay Coburn interim manager effective 5:00 p.m. December 12th to January 5, 2020. Councilor Cheek seconded the motion and it carried unanimously.

23. Consideration of draft water rights application from Ouray County Water Users Association

The Town Attorney presented a draft water rights application prepared for Ouray County and the Ouray County Water Users Association. The application will be filed with the water court and requests use of the Uncompahgre River and its tributaries in Ouray County. Attorney Nerlin stated he does not “see this as an impact on Town water rights”, and recommended the Council approve the application.

ACTION:

Councilor Cheek moved to direct Councilor Meyer to approve on behalf of the Town at the next Water Users meeting, the application for water rights. Councilmember Hunter seconded. The motion carried unanimously.

TOWN MANAGERS REPORT

Manager Coates reported on the Space to Create project; fund raising for the pavilion project; transition process of Town Manager.

TOWN COUNCIL REPORTS

Councilmember Hunter reported on the Creative District and Councilor Lakin on CC4CA.

ADJOURNMENT

The meeting adjourned at 8:20 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

Town of Ridgway
Register of Demands
January 2020

Name	Memo	Account	Paid Amount
Verizon Wireless		Alpine-Operating Account	
		943SOO · Telephone	-75.03
		943WOO · Telephone	-141.24
		843GO3 · Telephone	-212.94
		543GOO · Telephone	-40.64
		643GO2 · Telephone	-53.26
		552GOO · GIS Mapping - admin	-10.00
		952SOO · GIS Mapping - sewer	-10.01
		952WOO · GIS Mapping - water	-10.00
		819GO3 · Contractural Services	-160.12
TOTAL			-713.24
Deeply Digital LLC		Alpine-Operating Account	
	Jan 2020 maintenance	556GOO · IT Services	-154.67
	Jan 2020 maintenance	615GO2 · IT Services	-154.66
	Jan 2020 maintenance	729POO · IT	-154.66
	Jan 2020 maintenance	820GO3 · IT Services	-154.67
	Jan 2020 maintenance	917WOO · IT Services	-154.67
	Jan 2020 maintenance	917SOO · IT Services	-154.67
TOTAL			-928.00
Caselle Inc		Alpine-Operating Account	
	Jan 2020	914SOO · Consulting & Engineering Servs	-159.50
	Jan 2020	914WOO · Consulting & Engineering Ser...	-159.50
TOTAL			-319.00
Clear Networx, LLC		Alpine-Operating Account	
	Jan 2020	543GOO · Telephone	-56.00
	Jan 2020	643GO2 · Telephone	-56.00
	Jan 2020	843GO3 · Telephone	-61.00
	Jan 2020	943WOO · Telephone	-56.00
	Jan 2020	943SOO · Telephone	-56.00
	Jan 2020	530GOO · Computer	-50.00
	Jan 2020	630GO2 · Computer	-50.00
	Jan 2020	730POO · Computer	-50.00
	Jan 2020	830GO3 · Computer	-50.00
	Jan 2020	930WOO · Computer	-50.00
	Jan 2020	930SOO · Computer	-50.00
	Jan 2020	917WOO · IT Services	-50.00
	Jan 2020	917SOO · IT Services	-25.00
	Jan 2020	615GO2 · IT Services	-25.00
	Jan 2020	843GO3 · Telephone	-55.00
TOTAL			-740.00
Amerigas		Alpine-Operating Account	
	propane - wtr plant	942WOO · Utilities	-2,272.93
TOTAL			-2,272.93
SESAC		Alpine-Operating Account	
	use of music @ public events	533GOO · Economic Development	-460.00
TOTAL			-460.00

Town of Ridgway
Register of Demands
January 2020

Name	Memo	Account	Paid Amount
Federal Express		Alpine-Operating Account	
		990WOO · Testing - water	-92.53
TOTAL			-92.53
ASCAP		Alpine-Operating Account	
	use of music @ public events	533GOO · Economic Development	-363.00
TOTAL			-363.00
Verizon Wireless		Alpine-Operating Account	
		943WOO · Telephone	-35.04
TOTAL			-35.04
True Value		Alpine-Operating Account	
		632GO2 · Supplies & Materials	-2.10
		732POO · Supplies & Materials	-120.66
		732PO1 · Supplies - community center	-32.60
		832GO3 · Equipment & Supplies	-17.46
		932SOO · Supplies & Materials	-2.09
		932WOO · Supplies & Materials	-103.44
TOTAL			-278.35
Ouray County Road & Bridge		Alpine-Operating Account	
	Dec 2019	660GO2 · Gas & Oil	-315.85
	Dec 2019	760POO · Gas & Oil	-134.88
	Dec 2019	960WOO · Gas & Oil	-215.80
	Dec 2019	960SOO · Gas & Oil	-424.75
	Dec 2019	860GO3 · Gas & Oil	-621.20
TOTAL			-1,712.48
The Paper Clip LLC		Alpine-Operating Account	
		541GOO · Office Supplies	-49.24
		941WOO · Office Supplies	-2.24
		941SOO · Office Supplies	-2.24
TOTAL			-53.72
USABlueBook		Alpine-Operating Account	
	colorimeter & tubing	932WOO · Supplies & Materials	-781.45
TOTAL			-781.45
Colorado Water Conservation ...		Alpine-Operating Account	
		997WOO · Debt Service - CWCB	-7,567.97
TOTAL			-7,567.97

Town of Ridgway
Register of Demands
January 2020

Name	Memo	Account	Paid Amount
CML		Alpine-Operating Account	
		522GOO · Dues & Memberships	-1,281.00
TOTAL			-1,281.00
Hartman Brothers Inc		Alpine-Operating Account	
		661GO2 · Vehicle & Equip Maint & Repair	-2.28
		961SOO · Vehicle & Equip Maint & Repair	-2.27
		961WOO · Vehicle & Equip Maint & Repair	-2.27
TOTAL			-6.82
UNCC		Alpine-Operating Account	
		915WOO · Dues & memberships	-5.68
		915SOO · Dues & Memberships	-5.68
TOTAL			-11.36
Deeply Digital LLC		Alpine-Operating Account	
		556GOO · IT Services	-640.00
		820GO3 · IT Services	-56.25
		917WOO · IT Services	-25.00
		917SOO · IT Services	-25.00
TOTAL			-746.25
Clear Networx, LLC		Alpine-Operating Account	
		5075GO1 · Region 10	-19,600.00
TOTAL			-19,600.00
Deeply Digital LLC		Alpine-Operating Account	
	laptop - Town Manager	571GOO · Office Equipment Purchase	-1,401.15
TOTAL			-1,401.15

AGENDA ITEM #4



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

To: Ridgway Town Council
From: Shay Coburn, Town Planner
Date: January 8, 2020
RE: RiverSage PUD Final Plat

Typically for a Final Plat Application, the Planning Commission reviews the application and makes a recommendation to council that I can explain in a memo to Council. Due the rescheduled Commission meeting happening the day before the Council meeting, the Commission's recommendation will be verbally presented at the Council meeting. I have attached the full application packet and staff report for that will be presented to the Planning Commission for your reference.

**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 7th (Commission) and Wednesday, January 8th (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

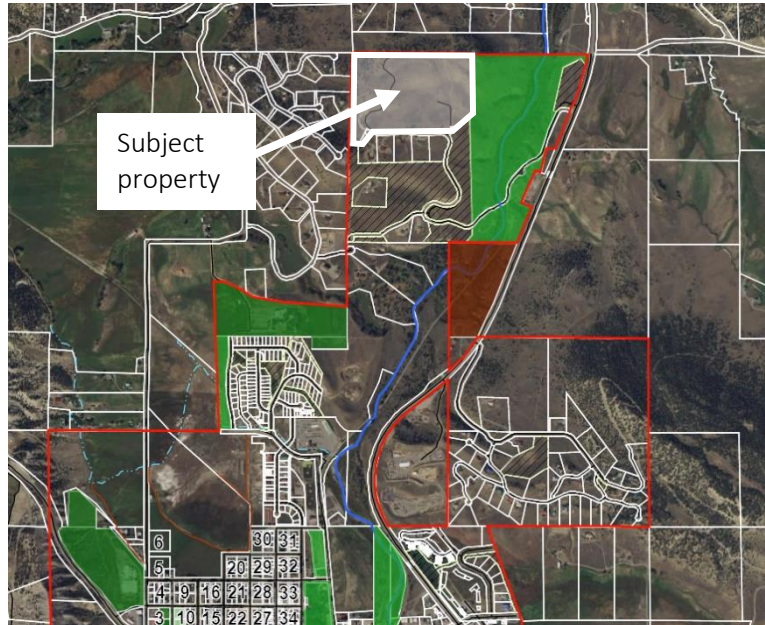
STAFF REPORT

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 12th Town Council meeting and the March 22nd 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 7th 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 2nd, 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

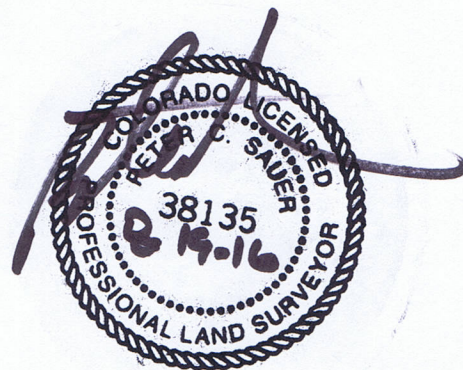
LEGAL DESCRIPTION

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

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.

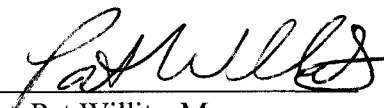
Such lien may be foreclosed in any lawful manner as a mortgage or otherwise, and the Town shall be entitled to recover all its costs and reasonable attorney's fees, if such improvements are not installed, constructed and accepted, as required. The Town may also enforce compliance by certifying the costs 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.

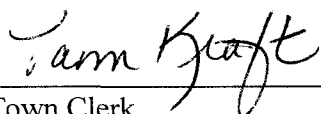
4. When Subdivider has completed any or all of the required improvements, Subdivider shall submit, when required, "as built" drawings and request the Town or affected utility to inspect such improvements for proper completion. If the Town or affected utility determines that the improvement or improvements 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.

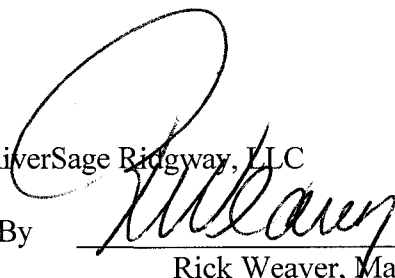
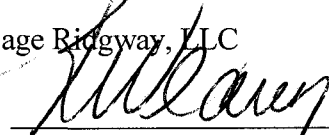
IN WITNESS WHEREOF, the parties have executed this Agreement as of the 26 day of June, 2009.

TOWN OF RIDGWAY, COLORADO

By 
Pat Willits, Mayor

ATTEST:


Town Clerk

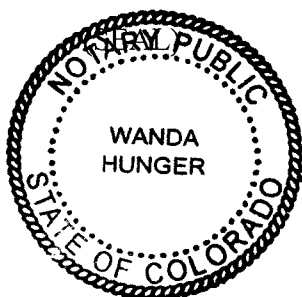

RiverSage Ridgway, LLC
By 
Rick Weaver, Manager

STATE OF COLORADO)
) ss.
COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this 26th 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

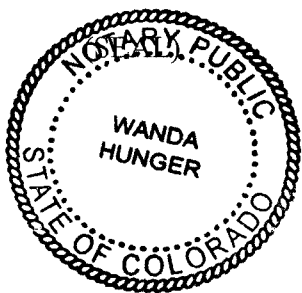


Wanda Hunger
55 Valley View Rd
Ridgway, CO 81432

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 26th 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 22nd 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 21st 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)

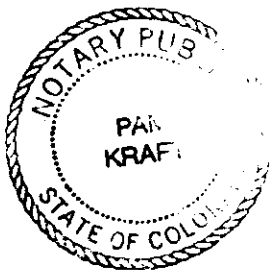
Karen R. Christian
Notary
2500 Hwy 550 Ridgway, CO 81432
Address

The foregoing instrument was acknowledged before me this 24th 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 17th 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 17th 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



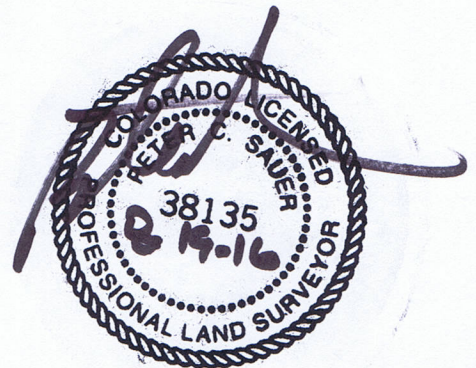
LEGAL DESCRIPTION

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

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
Total Cost	\$108,000

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 _____

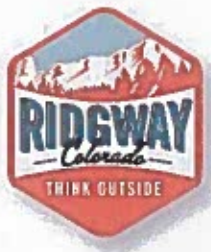
Brief Description of Requested Action

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 PREM. APT*
- ☒ 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

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

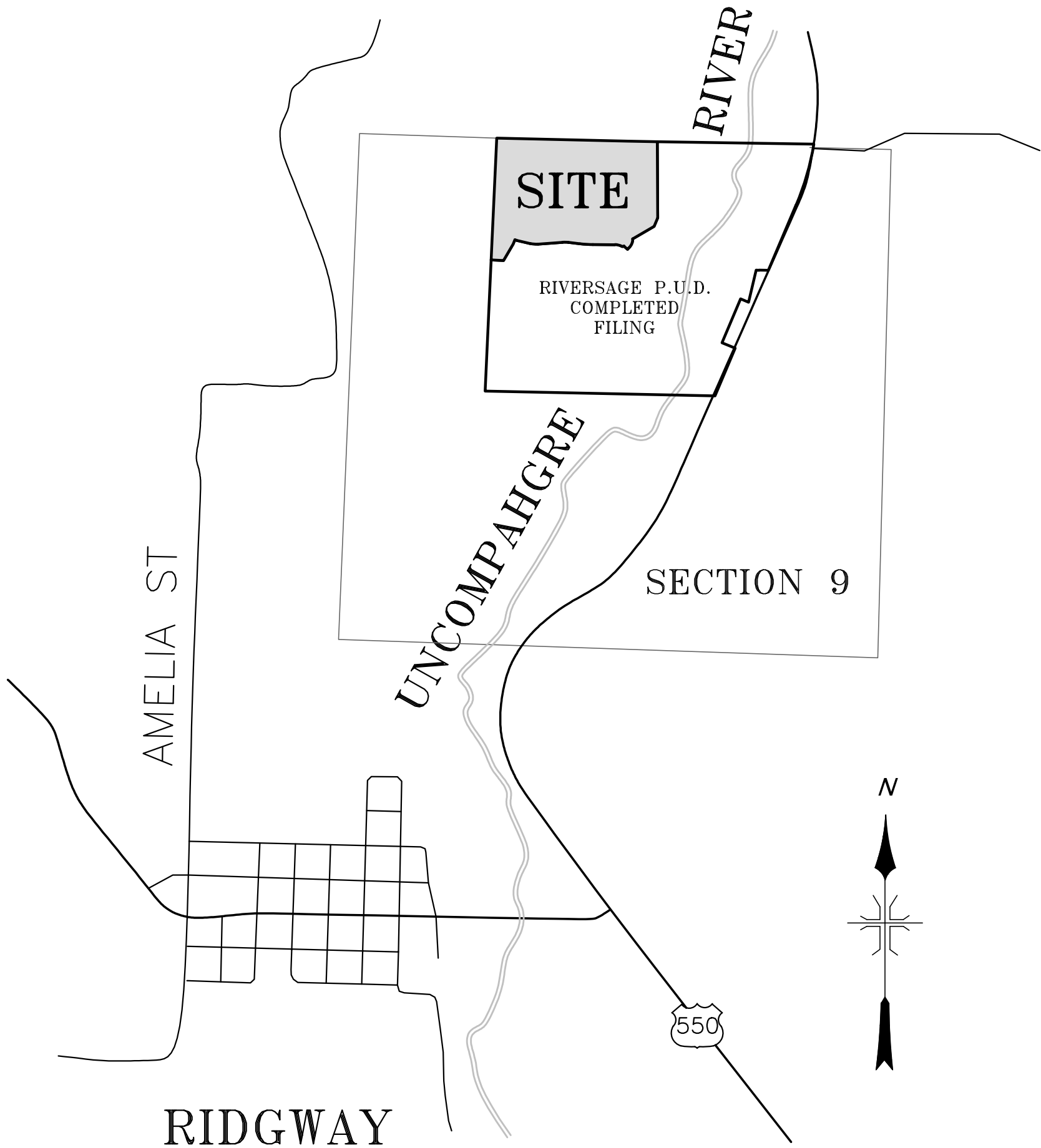
_____ day of _____, A.D. 20_____.

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.

DMC DEL-MONT CONSULTANTS, INC. ENGINEERING • SURVEYING 125 Colorado Ave. • Montrose, CO 81401 • (970) 245-2251 • (970) 245-2342 FAX www.del-mont.com • service@del-mont.com			TITLE: FINAL PLAT RIVERSAGE P.U.D.	
			CLIENT: RICK WEAVER	
			ADDRESS & PHONE:	
FIELD BOOK: 771	DRAWN BY: MGW	DATE: 2019-10-29		
SHEET: 1 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

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.

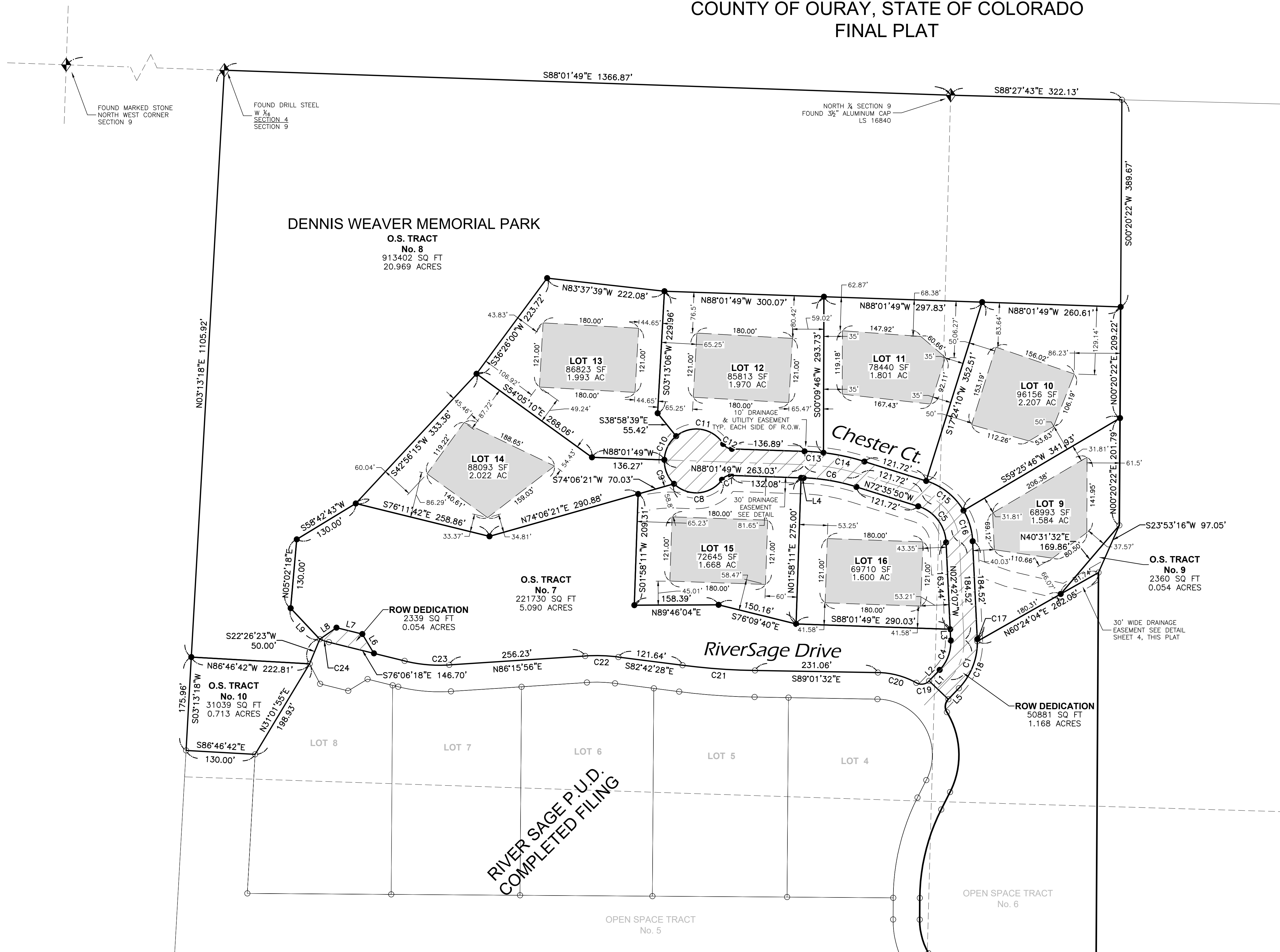
iv. It is controlled and confined around its outer perimeter by a fence, rock or adobe wall, or timber borders.

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 BY: 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'

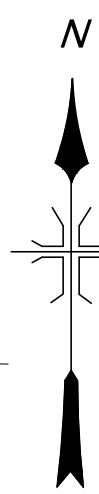
PARCEL CURVE DATA					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C4	60.88'	75.00'	46°30'39"	S20°33'13"W	59.22'
C5	91.49'	75.00'	69°53'44"	S37°38'58"E	85.92'
C6	101.01'	375.00'	15°25'59"	S80°18'50"E	100.70'
C7	19.47'	20.00'	55°46'16"	N64°05'03"E	18.71'
C8	102.65'	60.00'	98°01'29"	N85°12'39"E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

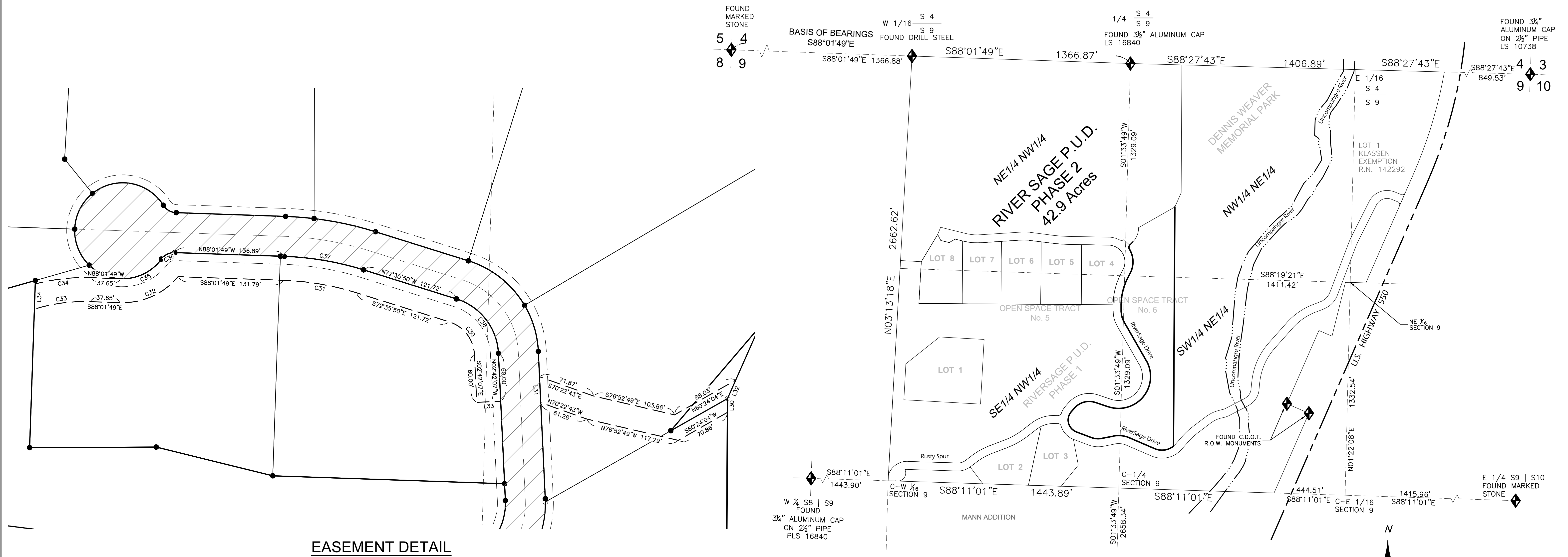


NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of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

DMC DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. • Durango, CO 81301 • (970) 248-2251 • (970) 248-2342 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	TYPE FINAL PLAT	
SHEET 3 of 4	FILE 18167V_PLAT-F2		

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'

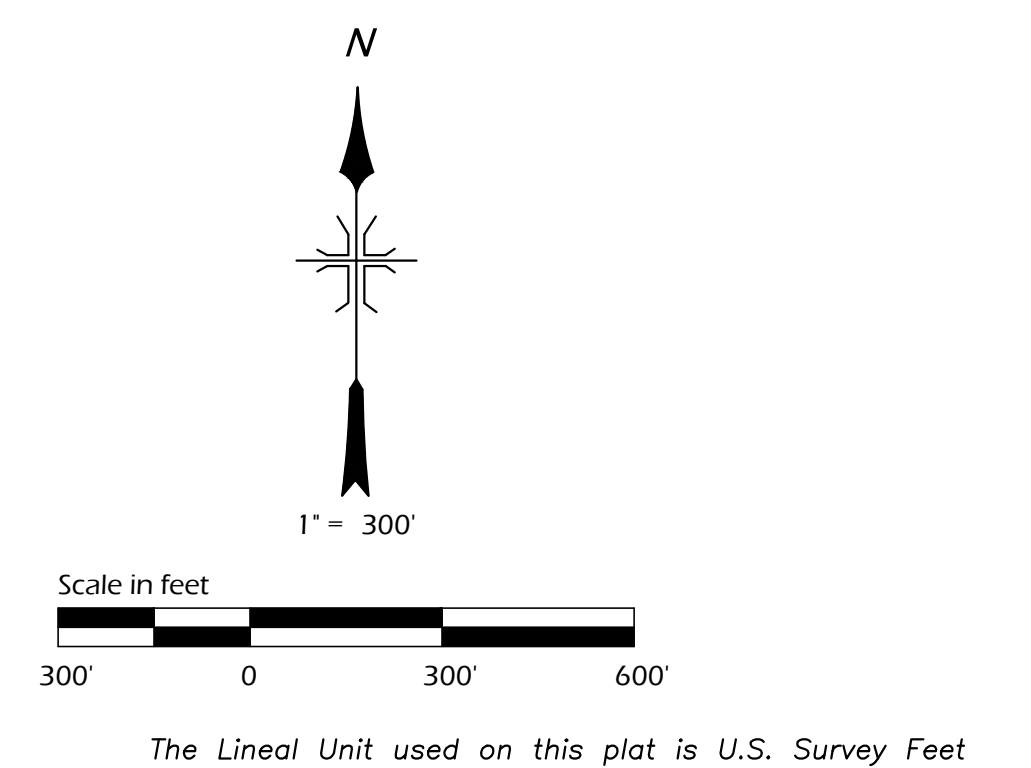
LAND USE TABULATIONS		
LOT #	AREA (S.F.)	AREA (ACRES)
9	68,993	1.58
10	96,156	2.20
11	78,440	1.80
12	85,813	1.97
13	86,823	1.99
14	88,093	2.02
15	72,645	1.66
16	69,710	1.60
Open Space Areas		
7	221,730	5.05
10	31,039	0.71
Right of Way		
ROW (Chestnut Ct.)	50,881	1.16
ROW (Riversage Dr.)	2,339	0.05
Dennis Weaver Memorial Park		
OS 8	913,402	20.96
OS 9	2,360	0.05
TOTALS		
	1,869,959	42.85

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CONTROL DIAGRAM

LEGEND

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



 DEL-MONT CONSULTANTS, INC. ENGINEERING ▼ SURVEYING 125 Colorado Ave. ▼ Montrose, CO 81401 ▼ (970) 249-2251 ▼ (970) 249-2342 FAX www.del-mont.com ▼ surveys@del-mont.com		TITLE: FINAL PLAT <i>RIVERSAGE P.U.D.</i>	
		CLIENT: RICK WEAVER	
FIELD BOOK: 771		ADDRESS & PHONE:	
DRAWN BY: MGW		DATE: 2019-10-29	
SHEET: 4 of 4		TYPE: FINAL PLAT	
FILE: 18167V PLAT-F2		JOB NO.: 18167	

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

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

ARTICLE I
OFFICES

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

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

ARTICLE II
MEMBERSHIPS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III EXECUTIVE BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

ARTICLE IV OFFICERS

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

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

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

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

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

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

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

ARTICLE V CONTRACTS, CONVEYANCE, CHECKS AND MISCELLANEOUS

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

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

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

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

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

E. Seal. There shall be no corporate seal.

ARTICLE VI RIGHTS AND OBLIGATIONS OF THE ASSOCIATION AND THE MEMBERS

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

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

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

Community.

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

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

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

assessments, special assessments or dues;

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

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

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

ARTICLE VII INDEMNIFICATION

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

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

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

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

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

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

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

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

ARTICLE VIII RECORDS

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

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

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

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

**ARTICLE IX
AMENDMENTS**

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

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

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

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



President

ATTEST:



Secretary

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

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

RECITALS

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

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

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

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

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

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

ARTICLE I DEFINITIONS

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

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

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

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

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

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

ARTICLE II SUBMISSION OF REAL ESTATE AND DESCRIPTION

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

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

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

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

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

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

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

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

ARTICLE III RIVERSAGE HOMEOWNERS ASSOCIATION

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

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

Section 3.03 Specific Powers.

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

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

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

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

employees, independent contractors and agents other than managing agents.

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

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

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

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

Section 3.06 Declarant Control.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV LOTS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 4.01 Number of Lots

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

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

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

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

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

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

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

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

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

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

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

Section 4.06 Common Elements.

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

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

and replacement of any Common Element.

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

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

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

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

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

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

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

ARTICLE V ALLOCATED INTERESTS

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

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

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

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

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

ARTICLE VI ASSESSMENTS and FEES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII
DESIGN STANDARDS
and
DESIGN REVIEW BOARD

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

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

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

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

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

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

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

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

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

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

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

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

Section 7.04 Application Requirements and Approval Timeline.

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

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

Section 7.05 Governing Regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

l) Correction of Defects; Association Remedies.

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

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

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

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

ARTICLE VIII GENERAL RESTRICTIONS AND REQUIREMENTS

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

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

Section 8.02 Use and Occupancy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 8.14 Vehicles.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Owner of Sweetwater Lot #3.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9.03 Rights Transferable/Rights Transferred.

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

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

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

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

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

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

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

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

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

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

ARTICLE X INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI SPECIAL RIGHTS OF HOLDERS OF FIRST LIEN SECURITY INTERESTS

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

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

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

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

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

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

ARTICLE XII EASEMENTS

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

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

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

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

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

ARTICLE XIII GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 13.09 Amendment Required by Government Mortgage Agencies. Prior to ten (10) years after recording of this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration which FHA, VA, FIILMC, GNMA, FNMA or any similar entity authorized to insure, guarantee, make or purchase mortgage loans requires to be amended or repealed may be amended or repealed by Declarant or the Association. Any such amendment or repeal shall be effective upon the 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 WINDY) ss.

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

Witness my hand and official seal.

My commission expires 5-25-2010

(SEAL)



Katie N. [unclear]
Notary Public

5-25-2010

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

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

-RECITALS-

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

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

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

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

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

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

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

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

Except as amended herein the Declaration shall remain unchanged.

Executed this 4th day of June, 2010.

RiverSage Ridgway, LLC, Declarant

RiverSage Homeowners Association, Inc.

By: [Signature]
Richard Weaver, Manager

By: [Signature]
Richard Weaver, President

STATE OF COLORADO)
) ss.
COUNTY OF OURAY)

SUSAN M. LEVERENZ
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 06/05/2014

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

Witness my hand and official seal.

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

[Signature]
Notary Public

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-

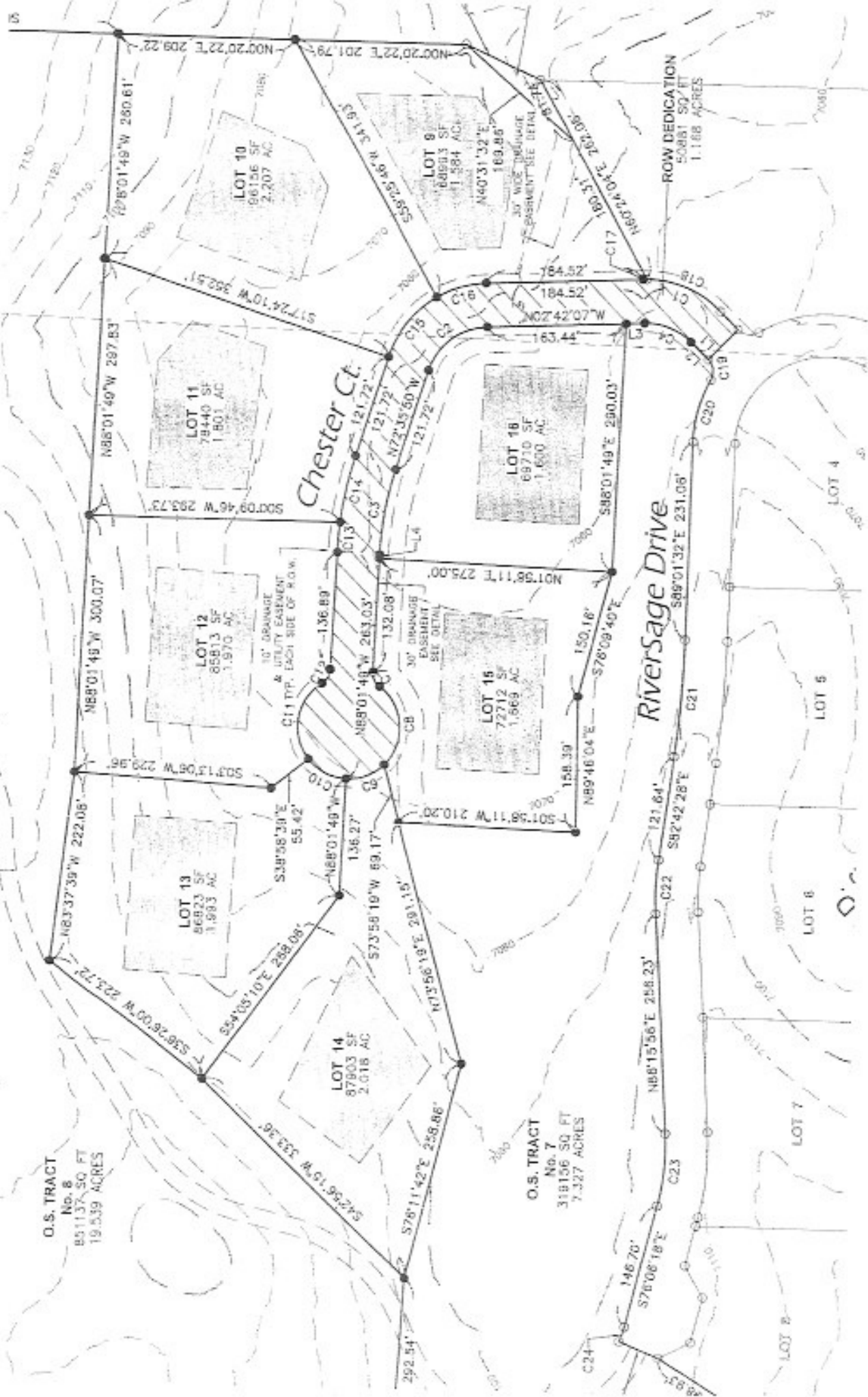
Add additional sheets as necessary

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
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.

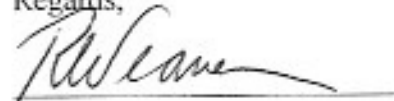
This is the earliest date on which the RiverSage Phase 2 Final Plat could be approved by the Ridgway Town Council - at which time the open space acreage along the north end of RiverSage will be legally deeded to the Town as an expansion of the Dennis Weaver Memorial Park, through which your current license 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

AGENDA ITEM #5

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
Total Cost	\$108,000

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

AGENDA ITEM #6

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 2nd, 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

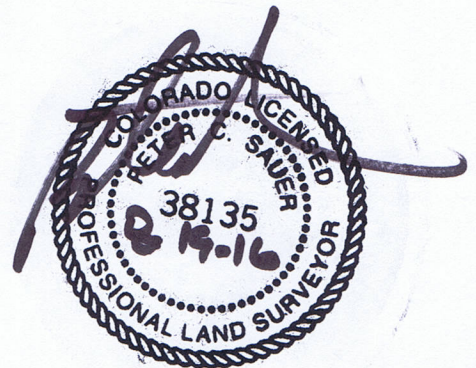
LEGAL DESCRIPTION

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

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.

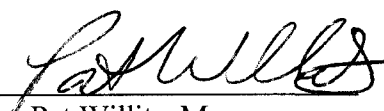
Such lien may be foreclosed in any lawful manner as a mortgage or otherwise, and the Town shall be entitled to recover all its costs and reasonable attorney's fees, if such improvements are not installed, constructed and accepted, as required. The Town may also enforce compliance by certifying the costs 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.

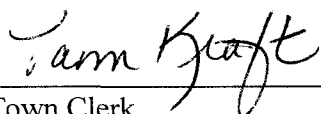
4. When Subdivider has completed any or all of the required improvements, Subdivider shall submit, when required, "as built" drawings and request the Town or affected utility to inspect such improvements for proper completion. If the Town or affected utility determines that the improvement or improvements 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.

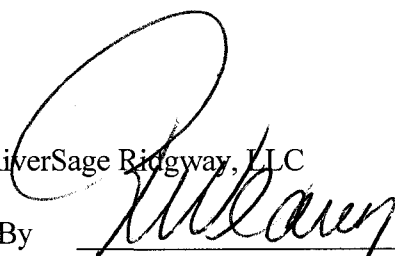
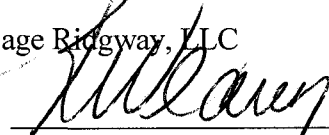
IN WITNESS WHEREOF, the parties have executed this Agreement as of the 26 day of June, 2009.

TOWN OF RIDGWAY, COLORADO

By 
Pat Willits, Mayor

ATTEST:


Town Clerk

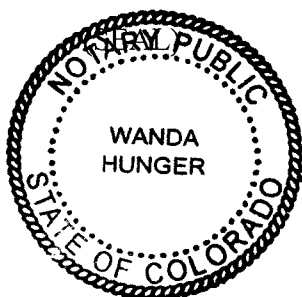

RiverSage Ridgway, LLC
By 
Rick Weaver, Manager

STATE OF COLORADO)
) ss.
COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this 26th 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

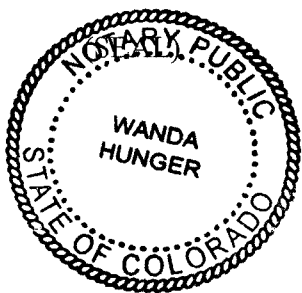


Wanda Hunger
55 Valley View Rd
Ridgway, CO 81432

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 26th 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 22nd 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 21st 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)

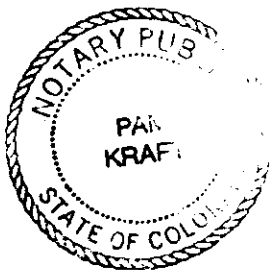
Karen R. Christian
Notary
2500 Hwy 550 Ridgway, CO 81432
Address

The foregoing instrument was acknowledged before me this 24th 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.

Address

STATE OF COLORADO)
) ss.
COUNTY OF OURAY)

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)



Karen R. Christian

Notary

PO Box 523
Ridgway, CO 81432

Address



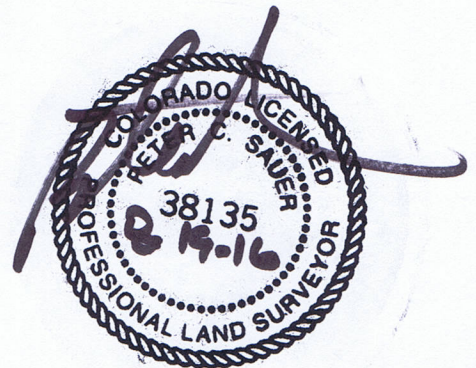
LEGAL DESCRIPTION

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

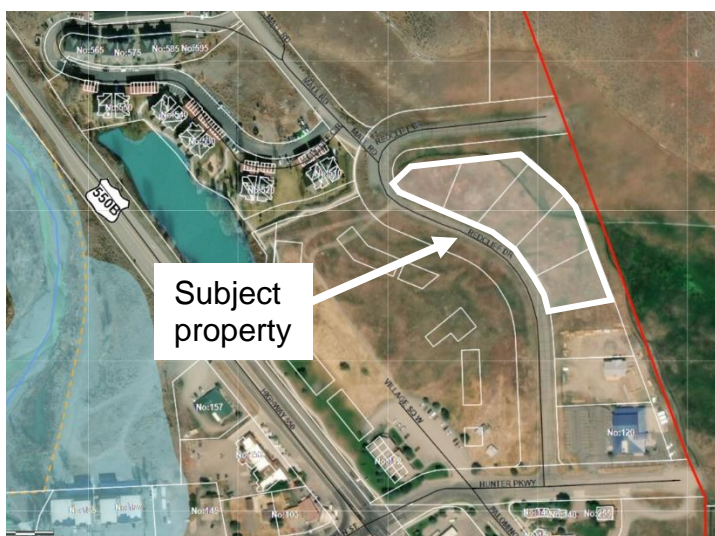
AGENDA ITEM #7

STAFF REPORT

Subject: Preliminary Plat Submittal [EXTENSION]
Legal: Ridgway Land Company Subdivision Lots 30-34
Address: TBD Redcliff Drive
Parcel #s: 430516402012, 430516402011, 430516402010, 430516402009, 430516402008
Zone: General Commercial
Applicant: Vista Park Development LLC c/o Joe Nelson
Owners: Vista Park Development LLC
Initiated By: Shay Coburn, Planner
Date: January 8, 2020

BACKGROUND

Town Council approved this Preliminary Plat on August 14, 2019 with a number of conditions to be met within 90 days of that approval. The 90-day timeframe to meet those conditions was November 12, 2019. The Applicant requested a 60-day extension on November 13, 2019 and it was granted by the Town Council. The Applicant is now requesting another extension, this time for 90 days.



This preliminary plat is for a proposed subdivision, Vista Park Commons. This development will be located the east side of Highway 550 in the Ridgway Land Company Subdivision. The property is accessed from Hunter parkway along Redcliff Drive. The development will span five existing vacant lots encompassing approximately 2.4 acres or 106,471 sq. ft.

The proposed development plan includes 23 residential units/lots in 21 buildings which are mostly stand-alone single-family units with 2 duplex buildings. The development also includes shared parking, storage, open spaces and a community building. This property is zoned General Commercial.

Staff has not received anything from the Applicant since the last extension was approved. Staff was told additional time is needed due to health reasons for a development team member. The development team is requesting a 90 day extension pursuant to RMC 7-4-5(B)(10) – *Except as otherwise expressly provided by the Town Council, all conditions of approval shall be met within 90 days of such approval or the plat shall be deemed disapproved.*

STAFF RECOMMENDATION

Staff supports this request for a 90-day extension as this project is so close to finishing the preliminary plat work and due to unforeseen circumstances, they need extra time to finish. They plan to break ground in the spring. The last 60 day extension will expire January 11, 2020. With an additional 90 days, the new deadline will be April 10, 2020.

AGENDA ITEM #8



Date: January 3, 2020
To: Ridgway Town Council
From: Shay Coburn, Interim Town Manager, and Diedra Silbert, Community Initiatives Facilitator
Re: Ride the Rockies 2020

Ride the Rockies (RTR) approached the community, not just the Town government, to be a stop on this multi-day bike tour for 2020. RTR expects a lot from the local organizing entity in exchange for bringing this large event to their area. After much discussion between Town staff and community partners, the consensus was that hosting RTR this year in Ridgway would not be feasible due to the following concerns:

1. Lack of capacity from the Town and community partners to take on the organizing. While the Town staff and most community partners are willing to help with some of the basics, due to established priorities and being in a time of transition, all partners are unable to offer what is being requested. In addition, the City of Ouray and the Ouray Tourism Office both said that they would not be able to participate in organizing this year.
2. The Telluride Bluegrass Festival, a very busy time for the Town and region, overlaps with the planned dates and having 1,800 bikers in and around town would not be safe;
3. RTR would utilize a non-local coordinator if the community is not willing to supply one. While this is a great offer, we anticipate that there would still be quite a bit of time needed from those of us who are saying we don't have the capacity. In addition, the benefit to the Town may be reduced because the community is not able to put as much in.
4. RTR in 2017 was not a very positive experience, and we want to be sure that if we host again, we do it right so it is a positive experience for all involved.

While we are not certain at the time of this memo that County Events Center and Fairgrounds have confirmed that they will serve as the RTR headquarters, it is assumed that RTR intends to move forward with Ridgway as a stop on the tour. Staff is not aware that any particular request requiring action will be made to the Town during this agenda item. This memo was simply prepared to inform the Council in case a request is made and for the Council to understand what went into the discussions with RTR so far.

The following chronology should make it evident that this decision about hosting RTR 2020 was seriously explored with necessary community partners. Not to mention, it was done in short period of time and during a time of big transition for the Town, Chamber, and School District. The 2017 event outcome certainly impacted each potential partner's thoughts about hosting in 2020; yet, given RTR's desire to overcome the lasting perceptions of its past history and the potential for improvements this time, each party looked for ways to make it work for 2020. In the end, despite the group's desire to say "yes," no one community partner felt able to take this on. Another year could look differently.

Chronology of Communications Regarding Ride the Rockies

11/20/19	Deirdre Moynihan of RTR emailed Jen Coates, Town, and Hilary Lewkowitz, Ridgway Chamber, saying RTR had wanted to have the City of Ouray host this year, but it wasn't working out, and she hoped Ridgway would host for a 2-night stay, June 17-19, 2020 . (Two nights instead of one in order to more economically benefit the community, based on feedback from 2017.)
11/20	Hilary contacted Diedra Silbert, Town, about past history* from the 2017 RTR here. Diedra reached out to Shay Coburn, Town, who had been Town staff assigned to RTR 2017. Diedra recommended to Hilary that she not agree to anything for 2020 without checking with all potential partners, to avoid repeating what occurred in 2017.
11/22	Jen Coates reached out to Shay and Diedra about RTR.
11/28-29	Thanksgiving holidays (Diedra out of office 11/28 - 12/5; Hilary out until 12/9)
12/3	First email sent by Deirdre from RTR to Diedra, Town
12/5	Diedra spoke with Deirdre from RTR regarding Ridgway potentially hosting and RTR's need for a fast decision; RTR provided info on hosting requirements
12/5	Diedra sent an email about request from RTR to potential partners (School District, Chamber, County, Town Public Works, Town Marshal's Office, City of Ouray, Ouray Tourism Office), noting that the Town is not organizing this event but just bringing potential partners together to make a community decision.
12/6	Diedra informed Jen Coates that Deirdre from RTR said she could not wait until Jan. 8 Town Council meeting for an answer. Route announcement expected on 1/11. Answer needed ASAP.
12/10	Diedra received email from Hilary that Chamber board would only support RTR with changes in how it had been organized to better benefit businesses. Chamber did not want to lead this effort. Ouray Tourism Office and City of Ouray said they would not be involved in organizing anything, though their restaurants and hotels would appreciate the business. (Hotels and campgrounds are typically pretty full at that time without RTR per Kat Papenbrock. Fellin Park in use for the Concert Series.)
12/11	Group phone call with RTR and Town staff (Diedra, Shay, Shane), Hilary from Chamber, Susan Lacy-School District, City of Ouray staff); RTR agreed to financially support a community coordinator for Ridgway and was open to negotiating on other items expected of host communities. Estimated 1,800-2,000 people.
12/11	Diedra, Jen Coates, and newly hired Town Manager Preston Neill briefly discuss Town involvement with RTR in 2020 and agree that Town can make arrangements for utilities and permits, but no staffing capacity exists to lead the effort. Preston noted that the Town of Avon has a department that organizes these events; he is aware of the amount of work involved and would rather not take it on in his first months here.
12/12	Deirdre from RTR sent list of expectations for Ridgway, if hosting, including: indoor and outdoor camping, headquarters site, indoor showers/restrooms, water for shower trucks, parking areas, permits, limited power use, 2 days of lunches and dinners for 900 people each meal (or RTR can arrange), two nights of activities (or RTR can arrange), and a large number of volunteers for 2 days (baggage, parking, meals, info, etc.), silent auction, shuttles.
12/12	School District communicated concerns about use of secondary school for RTR.
12/13	Diedra emailed RTR with concerns, questions, and requests from County Event Center and School District, including options for reimbursement from RTR. Also confirmed that RTR could reimburse Marshal's office for time and staffing.
12/16	Diedra learned from Kat Papenbrock, OTO, about difficulties and financial liabilities resulting from 2017 organizing of RTR by OTO with a hired community coordinator.



12/18	School District communicated formally that this is not a good year for them to have their grounds utilized for RTR at that time.
12/18	DECISION: Diedra and Shay updated those involved that it appears we need to say “no” to our community hosting RTR this year due to (1) lack of capacity from partners to take on the organizing, despite RTR’s accommodations; (2) not having the headquarters site and camping that works well for RTR (they originally didn’t want to use the Event Center and Fairgrounds since there is no grass for tent camping); and (3) if RTR utilizes a non-local coordinator (which they said they would), we anticipate that there would still be plenty of time needed from those of us who are already aware that we don’t have the staff capacity for this project. Most responded that they would be willing to sign on to a letter to local hotels where RTR has already blocked rooms (and the community, as needed), explaining why the community opted not to host this year.
12/19	Hilary told Diedra that the Telluride Bluegrass Festival begins during these same dates (6/17-19). This raised major red flags for several of us, including the Town Marshal, due to safety concerns for riders and general difficulties with travel in our area at that time.
12/19	Deirdre from RTR emailed that she spoke with Erin Stadelman from the County and is prepared to utilize the Event Center and Fairgrounds with some issues still to be resolved, including water billing and indoor camping which she hopes can be at a school. Diedra informed Erin that the Town is prohibited by code from selling bulk water directly to RTR, and the County would have to be billed for it.
12/20	Diedra told Deirdre from RTR that the Chamber, School District, and Town (plus City of Ouray and OTO) have agreed that this is not a good year for the Ridgway community to host RTR, that we don’t have the school site to use, and that very limited capacity exists (at least on this short notice) to lead the aspects necessary. She also communicated the Town’s major concern for riders’ safety regarding the overlap with Bluegrass traffic. Deirdre from RTR noted that she knew Bluegrass Festival was happening and is working with Colorado State Patrol for the whole route. She said that she will talk with them again about this but anticipates that RTR will come to Ridgway with the Event Center as headquarters and camping despite our community not agreeing to act as host.
12/20	Diedra from the Town and Erin from the County talked about this situation, and Erin said she will check in with County Administrator about it but didn’t express concerns about the event happening at the Fairgrounds.

* 2017 RTR History

Ouray Chamber Resort Association agreed to host and organize RTR 2017 and hired community coordinators for it with a \$6,000 budget. Due to construction at the City hot spring, the event was actually anchored in Ridgway. Months of meetings went into organizing the event, though community partners in Ridgway were not given much choice but to host. Riders arrived from Durango late in the afternoon/evening, exhausted, and few attended the event planned in Hartwell Park with live music, vendors, and food prepared by nonprofits. Riders left early the next morning. Very few visited more than the school grounds. The impact to the Secondary School and County Events Center/Fairgrounds were significant. The event required lots of resources--water, sewer, staff time, park facilities, trash, etc. Per Kat Papenbrock and for a variety of reasons, OCRA took a significant financial hit on the event. The involvement of all partners was critical for making it happen.

AGENDA ITEM #9

AGENDA ITEM #10

**AMENDED & RESTATED INTERGOVERNMENTAL AGREEMENT CONCERNING
THE ESTABLISHMENT OF THE WESTERN COLORADO REGIONAL DISPATCH
CENTER PROVIDING EMERGENCY DISPATCH SERVICES THROUGHOUT
WESTERN COLORADO.**

THIS AMENDED & RESTATED INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into as of this _____ day of _____, 2019, by and between the City of Montrose, Montrose County, the Montrose Fire Protection District, the Telluride Fire Protection District, the Town of Telluride, the Town of Mountain Village, the City of Ouray, Ouray County, the Town of Ridgway, the Town of Olathe, and the Olathe Fire Protection District.

RECITALS

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution, Part 2 of Article 1, Title 29, C.R.S, encourages and authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, jurisdictional entities throughout Ouray, San Miguel, and Montrose Counties, including multi-jurisdictional representation from law enforcement, fire protection, emergency medical services, and bodies politic, believe that an advisory board with operational capacity will provide the most cost efficient and effective emergency dispatch services throughout Western Colorado; and

WHEREAS, the member jurisdictions and residents of Ouray, San Miguel, and Montrose Counties would benefit in terms of life safety and efficiency of service from a consolidated 9-1-1 Public Safety Answering Point (PSAP) providing services for the counties, municipalities, fire protection districts, and emergency medical service providers throughout Western Colorado; and,

WHEREAS, the undersigned governmental jurisdictions wish to establish and maintain a consolidated PSAP known as the “Western Colorado Regional Dispatch Center;” (“WestCO”) and

WHEREAS, the establishment of the PSAP will provide improved police, fire, and emergency medical service communications within the boundaries of the participating jurisdictions; and

WHEREAS, some of the parties to this Agreement entered into an Intergovernmental Agreement Concerning the Establishment of the Western Colorado Regional Dispatch Center on September 21, 2015 and accompanying Bylaws, and WestCO has been in continuous operation since that time; and

WHEREAS, The Board of Directors of the Western Colorado Regional Dispatch Center wish to amend and restate the aforementioned Intergovernmental Agreement and Bylaws;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

I. GENERAL PROVISIONS

The parties to this Agreement agree to support the Western Colorado Regional Dispatch Center (“WestCO” and “Dispatch Center”) and shall comprise the Governing Body represented by the Board of Directors. The Western Colorado Regional Dispatch Center shall provide emergency dispatch services throughout the service area its Members occupy. The operation of the Western Colorado Regional Dispatch Center shall be set forth in this Agreement.

II. THE WESTERN COLORADO REGIONAL DISPATCH CENTER BOARD

- A. Membership.** Membership of the Western Colorado Regional Dispatch Center shall consist of the following Agencies: City of Montrose, Montrose County, the Montrose Fire Protection District, the Telluride Fire Protection District, the Town of Telluride, the Town of Mountain Village, the City of Ouray, Ouray County, the Town of Ridgway, the Town of Olathe, and the Olathe Fire Protection District. . Any future Agency that wishes to join the Western Colorado Regional Dispatch Center as a Member must meet a threshold burden in order to qualify for Membership, which is one percent (1%) of the Western Colorado Dispatch Center's total services based on that Agencies Computer-Aided Dispatch "CAD" Radio Logs for the prior calendar year. Any individual Agency, or any combination of Agencies who together, meets the aforementioned threshold burden may apply to the Board of Directors for Membership. The Board of Directors must vote to approve a new Member by a two-thirds majority vote of all current Members.
- B. Board Members and Representatives.** A Board of Directors shall act as the Governing Body of the Western Colorado Regional Dispatch Center and shall consist of one representative from each of the eleven (11) members listed below, who each represent a Governmental Entity or Political Subdivision. Each Member's Governing Board, Council, Commission, or Entity shall select its representative, and shall appoint said representative by formal action or resolution.

MEMBERS:

- 1) The City of Montrose, Colorado;
- 2) The Montrose Fire Protection District;
- 3) The Town of Telluride, Colorado;
- 4) The Town of Mountain Village, Colorado;
- 5) Telluride Fire Protection District;
- 6) The Town of Olathe, Colorado
- 7) Montrose County
- 8) The Town of Ridgway
- 9) The City of Ouray
- 10) Ouray County
- 11) The Olathe Fire Protection District

- C. Administrative Representative.** Under Section V, Subsection (G), the City of Montrose commits to providing support staff and administrative services for the Dispatch Center. So long as the City continues to provide such support services, the City of Montrose may appoint an administrative representative with voting capacity to serve on the Board of Directors. However, the Board of Directors may, at their discretion and by resolution, remove the City of Montrose's administrative representative. Only voting members, listed under Section II, Subsection (A), shall participate in that resolution.

III. RULES AND REGULATIONS

The Board of Directors of the Western Colorado Regional Dispatch Center may pass supplementary rules and regulations as it deems necessary, provided the supplementary rules and regulations are in compliance with this Agreement.

IV. POWERS OF THE GOVERNING BODY

- A. Dispatch Services.** The purpose of the Western Colorado Regional Dispatch Center, located at 1140 North Grand Ave Suite 100, Montrose, Colorado 81401, is to provide emergency dispatch services throughout the jurisdictions and service areas occupied by its Members. The Board of Directors shall have all authority over personnel at the Western Colorado Regional Dispatch Center and performing services related to this Agreement. The Board of Directors may, from time to time, delegate authority to an employee or employees to manage operations and services provided at the Dispatch Center.
- B. Reports.** Members of the Western Colorado Regional Dispatch Center shall receive monthly management reports, which shall consist of financial, personnel, and operational information. Upon request, the Board of Directors shall also receive monthly dispatch reports, which shall provide the following information, CAD incidents, CAD radio log, and radio push to talk. Members are entitled to receive any additional reports or information concerning the financials, management, and operations of the Western Colorado Regional Dispatch Center upon request, allowing a reasonable time for response depending on the scope of the report. Members shall not be charged for any requested report or information.
- C. Ownership of Records and Data.** All records of the Western Colorado Regional Dispatch Center related to calls dispatched, including electronically stored data, geographic information system ("GIS") data, computer aided dispatch ("CAD") data, and audio tapes, shall be collectively owned by the Members. Copies of any such records may be made at any Member's request, and shall not be disposed of without prior authorization from, or in compliance with a retention schedule adopted by, the Board of Directors.
- i. Access to Data.** Each Member shall have access to all data and audio recordings maintained by the Dispatch Center for use in internal analysis and criminal investigations. It is the responsibility of each Member to provide any criminal justice records for case filing purposes directly to the respective courts or district attorney's office(s).
 - ii. Colorado Open Records Act.** Records owned, created, or maintained by the Western Colorado Regional Dispatch Center shall be subject to the provisions and limitations of C.R.S. § 24-72-201, et. seq.
- D. Separate Legal Entity.** Part 2, Section 203 of Article 1, Title 29, C.R.S, allows any combination of counties, municipalities, special districts, and other political subdivisions of the State of Colorado to enter into a contract to establish a separate legal entity. The

parties to this agreement hereby establish and support a separate legal entity that is the Western Colorado Regional Dispatch Center.

V. ADMINISTRATION

- A. Operational Bylaws.** All members to this Agreement hereby approve the Bylaws of the Western Colorado Regional Dispatch Center, attached and incorporated as *Exhibit A*.
- B. Administrative Core Team.** It is the overriding and critical desire of all Members to ensure that the working relationship of all Parties to this agreement remain strong and united. To accomplish that objective, the Parties may form an Administrative Core Team, which may comprise the Officers of the Board of Directors and the Executive Director. Administrative Core Team Meetings may be called by any member, upon seventy-two hours advance notice. All decisions made by the Administrative Core Team must be ratified by the Board of Directors. The Administrative Core Team may consider the following:
- i. Operating Procedures.** The Administrative Core Team may develop and establish Standard Operating Procedures and Dispatch Performance Standards for the Dispatch Center.
 - ii. Purchasing Procedures.** The Administrative Core Team may establish purchasing procedures for equipment and services necessary to provide emergency dispatch services.
 - iii. Personnel Matters.** The Administrative Core Team may establish employee regulations and make staff recommendations for the Dispatch Center.
 - iv. Budget.** The Administrative Core Team may draft a preliminary budget for the upcoming fiscal year to present to the Board of Directors.
 - v. Dispute Resolution.** The Administrative Core Team will conduct preliminary discussion of all disputes, between Members, or otherwise, and may discuss with legal counsel.
 - vi. Matters of Concern.** The Administrative Core Team may consider other matters of concern related to the operation and management of the Western Colorado Regional Dispatch Center, this Agreement, or any future agreements.
- C. Capital Equipment Purchases.** It is necessary to purchase hardware, software, and all other equipment necessary to serve the needs of the Dispatch Center and provide dispatch services. All Parties to this Agreement agree that on the date of execution of this Agreement, all personal property used by or purchased by WestCO is the permanent property of WestCO, as a separate legal entity, regardless of how acquired. No agency will

be refunded any property or money if that Agency chooses to terminate its membership or this Intergovernmental Agreement. All purchases must be made in compliance with budget and purchasing procedures approved by the Board of Directors, and will be incorporated into the Budget described in Section D, below.

D. Budget. Each member agrees to pay a pro-rated share of the costs to operate WestCO. The costs allocated to each member shall be assessed based on the actual percentage of total resources used by that member. The assessments shall be estimated and set forth in the Annual Budget, as described below, which shall be approved by the Board of Directors. However, each member agrees that it is responsible for actual costs, once those are determined after services provided, even if such costs are higher than projected in the Annual Budget. The formulation of an Annual Budget for Dispatch Services shall be by mutual agreement of the Board of Directors and shall include an estimate of the operational costs for each Member.

- i. Preliminary Budget.** An initial preliminary planning budget and cost estimates for Dispatch Services for the next fiscal year shall be presented to the Board of Directors on or before July 31 of each year.
- ii. Recommended Budget.** No later than August 31, each Member shall provide the Recommended Budget to their Governing Board, Council, or Entity for comment.
- iii. Final Budget.** The Final Budget for Dispatch Services for the next fiscal year shall be approved by the Board of Directors no later than September 30 of each year.
- iv. Default Budget.** In the event the Board of Directors fails to pass a resolution approving a Final Budget, the Default Budget for the upcoming fiscal year shall be capped at a three percent annual inflation increase of the current budget.

E. Billing: WestCO shall invoice each member its actual share of costs on a quarterly basis, and each member agrees to remit payment of that invoice within thirty (30) days of the end of each quarter.

F. Employees. The Board of Directors shall have the authority to hire individuals to perform operational and administrative duties for the Western Colorado Regional Dispatch Center, including but not limited to a Dispatch Center Director, Financial Officers, Managers, and Dispatchers. Employees of the Western Colorado Regional Dispatch Center shall receive compensation for their services, which shall be paid out of the yearly budget.

G. Administrative Services. The City of Montrose shall provide support staff and administrative services for the Dispatch Center; however, nothing in this Agreement nor the Bylaws shall compel the Board of Directors to exclusively utilize nor shall the Board provide the City of Montrose compensation for these administrative services. An appendix of services provided shall be attached and incorporated as *Exhibit B*.

VI. BOOKS AND RECORDS

- A. Records and Accounts.** The Board of Directors shall maintain adequate and correct accounts of its funds, properties, business transactions, annual audits or exemptions, and such records shall be open to inspection at any reasonable time by members, their attorneys, or agents.
- B. Annual Audit.** The books and records of the Board of Directors shall be subject to an annual audit. The audit shall be conducted by an independent Certified Public Accountant licensed to practice in the State of Colorado.

VII. DEFAULT

- A. Intent to Terminate.** In the event that any Member fails to pay its share of the operating expenses due or to perform any of its covenants and undertakings under this Agreement, the Governing Authority shall consider that Member in default and shall provide written notice of intent to terminate the defaulting Member's from membership in the Board of Directors of the Western Colorado Regional Dispatch Center. Notice of default shall be provided to the defaulting Member's Governing Board, Council, or Entity, providing such Member thirty days from the date of such notice to cure the default. Upon failure to cure, the defaulting member shall no longer have voting rights as a Member, shall not be entitled representation as a Member on the Board of Directors, and shall not receive services from the Dispatch Center.
- B. Forfeiture.** Any Member which is terminated under the provisions of this Section shall forfeit all right, title and interest in and to any property or monies, liquid or investment funds, acquired or held by the Governing Body to which the Member may otherwise be entitled upon the dissolution of this Agreement. This Section is not intended to limit the right of any Member to this Agreement to pursue any and all other remedies it may have for breach of this Agreement.

VIII. TERMINATION OF AGREEMENT

- A. Term.** This Agreement shall be in full force and effect upon execution of this Agreement by all of the Members to this Agreement, and shall continue in full force and effect, subject to amendments and addendums, or until sooner terminated by a majority vote of the Members.
- B. Termination.** Any Member's participation in this Agreement may be terminated by written notice from the Member or Members to the Board of Directors at least sixty days prior to January 1 of any given year. Upon termination, the terminating Member shall forfeit all right, title, and interest in and to any property or monies, liquid or investment funds, acquired or held by the Board of Directors.
- C. Dissolution.** Upon termination of the Western Colorado Regional Dispatch Center by mutual agreement of a majority of the Members to this Agreement, the powers granted to

the Board of Directors under this agreement shall continue to the extent necessary to make an effective disposition of the property, equipment, and monies required to be held pursuant to this Agreement.

- D. Appropriation.** Pursuant to Article X, Section 20 of the Colorado Constitution, the Parties' financial obligations under this Agreement and the renewal of this Agreement are specifically contingent upon annual appropriation of funds sufficient to perform such obligation. Should adequate appropriations not be made by either Party, this Agreement shall automatically terminate. This Agreement shall never constitute a debt of either Party within any statutory or constitutional provision.

IX. MISCELLANEOUS

- A. Notices.** Any formal notice, demand, or request provided for in this Agreement shall be in writing and shall be deemed properly served, given, or made if delivered in person, by facsimile, or sent by certified mail, postage prepaid to the Members at the addresses as set forth on each attached signature page.
- B. Insurance.** The Board of the Directors of the Western Colorado Regional Dispatch Center agree to procure and maintain the following insurance coverages:
- i. Workers Compensation Insurance that compliant with the Colorado Workers Compensation Act found under C.R.S. Section 8-40-101, *et seq.*
 - ii. General Liability Insurance, including without limitations, insurance covering employment related claims, and;
 - iii. Property Insurance to cover all Dispatch Center property, including equipment and facilities utilized by the Dispatch Center.
- C. Amendments.** This Agreement may be amended by the Board of Directors from time to time. Any such amendment must be in writing and executed by the majority of the Members to this Agreement.
- D. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado and venue for any legal action arising out of this Agreement shall be in Montrose County, Colorado.
- E. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions shall remain in full force and effect.
- F. Integration.** This Agreement constitutes the entire agreement between the parties and no additional or different oral representation, promise, or agreement shall be binding on any party with respect to the subject matter of this Agreement.
- G. No Third-Party Beneficiaries.** There are no intended third-party beneficiaries to this Agreement.

H. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement, and each of their respective successors, assigns, or heirs.

I. Governmental Immunity. Nothing in this Agreement shall be construed or deemed as a waiver of any and all rights and immunities of any Party, any Director, Officer, or Employee under the Colorado Governmental Immunity Act, codified under C.R.S. Section 24-10-101, *et seq.* Further, nothing in this Agreement shall be construed as an indemnification between and among the contracting Parties.

J. Duplicate Originals. This agreement shall be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

EXECUTED by the parties on the _____ day of _____, 2019

[SIGNATURES INTENTIONALLY OMITTED]

**AMENDED & RESTATED BYLAWS
OF
THE WESTERN COLORADO REGIONAL DISPATCH CENTER**

RECITALS

WHEREAS, THE WESTERN COLORADO REGIONAL DISPATCH CENTER was created by execution of a September 21st, 2015 Intergovernmental Agreement, concerning the establishment and operation of a regional dispatch center and creating Board of Directors, by and between the following parties: the City of Montrose, the Montrose Fire Protection District, the Town of Telluride, the Telluride Fire Protection District, the Town of Mountain Village, the Town of Olathe, Montrose County, the Town of Ridgway, the City of Ouray, Ouray County, and the Olathe Fire Protection District. The Board of Directors approved an amended and restated Intergovernmental Agreement on _____, 2019.

ARTICLE I. NAME & PURPOSE

The name of the authority shall be THE WESTERN COLORADO REGIONAL DISPATCH CENTER. The Western Colorado Regional Dispatch Center Board of Directors shall oversee and manage the Western Colorado Regional Dispatch Center.

ARTICLE II. PRINCIPAL OFFICE

The principal office of Western Colorado Regional Dispatch Center shall be located at 1140 North Grand Ave Suite 100, Montrose, Colorado 81401. At any time and by majority vote, the Board of Directors may change the principal office of the Western Colorado Regional Dispatch Center. Upon approval of the Board of Directors, other office locations may be established to facilitate communication and ease of access for Board Members.

ARTICLE III. MEMBERS

The Western Colorado Regional Dispatch Center Board of Directors. The Board of Directors shall comprise the eleven Members that have signed the 2019 Amended and Restated Intergovernmental Agreement Concerning the Establishment of the Western Colorado Regional Dispatch Center. Other Entities may petition the Board of Directors to join as a Member. Admission of additional Members must receive two-thirds majority approval of all current Members of the Board of Directors.

The Members of the Western Colorado Regional Dispatch Center Board of Directors include the following Entities:

- The City of Montrose
- The Montrose Fire Protection District
- The Town of Mountain Village
- The Town of Telluride
- The Telluride Fire Protection District
- The Town of Olathe
- Montrose County
- The Town of Ridgway
- The City of Ouray
- Ouray County
- The Olathe Fire Protection District

ARTICLE IV. BOARD OF DIRECTORS

Section 1. General Powers and Number. The Board of Directors shall have voting capacity to manage the business and affairs of the Western Colorado Regional Dispatch Center. Each Member shall have one appointed Board Member.

Section 2. Appointment. Each Member participating in the Western Colorado Regional Dispatch Center shall appoint, by official action or resolution, one voting Representative to the Board of Directors.

- i. **Administrative Representative.** In addition to a voting Member, the City of Montrose may also appoint an administrative voting representative, who shall represent the interests of the City Departments providing administrative support for the Western Colorado Regional Dispatch Center.
- ii. **Removal of Administrative Representative.** The Board of Directors may, at their discretion and by resolution, remove the City of Montrose's administrative representative. Only voting members shall participate in that resolution.

Section 3. Tenure and Qualifications. Each Board Member shall hold office until one of the following events occurs: An appointing Governmental Entity, Board, Council, or Official revokes the appointment of the Board Member and a successor is chosen. The Board Member is unable to perform his or her duties due to sustained illness or death. The Board Member is no longer associated or employed by the appointing Governmental Entity, due to termination, resignation, or removal. With the exception of the preceding events, Board Members shall serve unlimited terms. The Board of Directors may not impose term limits without amending these Bylaws.

Section 4. Compensation. The Western Colorado Regional Dispatch Center shall not compensate any Board Member for his or her service on the Board of Directors, through operational funds or otherwise.

ARTICLE V. MEETINGS

Section 1. Annual Meetings. The Board of Directors shall hold an Annual Meeting. The Annual Meeting shall occur each January, and the Board shall designate a time and location for the Annual Meeting. In the event the Board of Directors fails to designate a time and a place, the Annual Meeting shall occur at 1:30 P.M. on the Fourth Monday of January, and shall be held at the Principal Office, designated under Article II of these Bylaws. The Board of Directors may reschedule an Annual Meeting by majority vote and with adequate notice of no less than seventy-two hours prior. However, Annual Meetings must occur on a yearly basis, and may not be cancelled. The Officers of the Board of Directors shall be elected by a majority vote of Board Members present at the Annual Meeting.

Section 2. Regular Meetings. During the Annual Meeting, the Board of Directors shall establish a calendar scheduling Regular Meetings throughout the year, which must occur at minimum upon a quarterly basis. The Board of Directors shall decide the time and location of Regular Meetings by majority vote. In the event the Board of Directors fails to designate a time and a place, the Regular Meeting shall occur at 1:30 P.M. on the fourth Monday of the Month, at least every three Months, and shall be held at the Principal Office, designated under Article II of these Bylaws. The Board of Directors may cancel or reschedule a Regular Meeting by majority vote and with adequate notice of no less than seventy-two hours prior.

Section 3. Special Meetings. The Board of Directors may hold a Special Meeting by request of the Chairperson or by the request of any three Board Members. The Chairperson or the Board Members requesting the Special meeting may request the time and location for the Special

Meeting. All Special Meeting requests, including the requested time and location, must be ratified by a majority vote of the Board of Directors.

Section 6. Notice of Meetings.

- A. Regular Meetings.** In accordance with Article V, Section 2, the Board of Directors shall adopt a resolution fixing the time and place where Regular Meetings shall occur. The adopted resolution shall constitute formal notice of Regular Meetings. The Executive Director shall notify all Board Members by email and exert a good faith effort to notify all members at least seven days prior to a Regular Meeting.
- B. Special Meetings.** Special Meetings shall be limited to the scope and purpose set forth in the notice or request. Unless exigent circumstances require, the Executive Director shall provide Board Members with at minimum three days prior notice for any Special Meeting. Such notice may be provided in writing, and may be provided personally, through first class mail, email, or by facsimile. Notice of all Special Meetings must contain the following information:
 - i. The date, time, and place where the Special Meeting shall take place; and
 - ii. The purpose for which the Special Meeting was requested.
- C. Notice.** The Secretary shall maintain a list of current contact information, including an email distribution list, for all Board Members. If a Board Member has not specified a preferred method of notice, email shall be the default form of notice. Notice in the case of personal delivery, facsimile, or email shall be provided at minimum seventy-two hours prior to any meeting. Notice in the case of first class mail, shall be delivered at least four calendar days prior to the meeting, and shall be deemed delivered when deposited with United States Mail, postage prepaid. Notwithstanding the above, notice for any meetings at which the Bylaws or an Intergovernmental Agreement is to be amended shall be provided and confirmed received at least ten calendar days prior to the meeting, no matter what method of notification is utilized. The Secretary may delegate duties to the Executive Director as prudent and necessary.

Section 7. Notice of Waiver. Where notice is required prior to any meeting under Article V, any Board Member may waive the right to notice through either written waiver, or through attendance and participation in the meeting. Notice is not waived where a Board Member attends a meeting for the sole purpose of objecting to the transaction of business at that meeting due to insufficient notice. Business to be transacted at any Special Meeting shall be specified in the notice or waiver of notice of that meeting.

Section 8. Electronic Meetings. Where it is not possible or practical for Board Members to be physically present at any scheduled meeting, any Board Member may attend Regular and Special Meetings through an electronic method of communicating by which all participating Board Members may simultaneously hear each other during the meeting.

Section 9. Public Meetings. All business of the Board shall be conducted only during Annual, Regular, or Special Meetings and shall be open to the public. Any such meeting shall be held within any County where dispatch services are provided by the Western Colorado Regional Dispatch Center. The Board may meet in executive session in accordance with C.R.S. § 24-6-

402(4), and only upon the vote of a majority of the Members present. No vote or other formal action shall be taken in any executive session.

ARTICLE VI. CONDUCT OF BUSINESS

Section 1. Quorum and Voting. A majority of current Board Members shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. Board Members may vote either in person, by United States Mail, facsimile, email, or verbally where Article V, Section 7 permits.

Section 2. Order of Business. All meetings of the Board of Directors shall be governed by commonly accepted parliamentary procedures. The following order of business shall be used as a guide insofar as applicable and desirable:

- i. Determination of Quorum;
- ii. Proof of Due Notice and Meeting;
- iii. Reading and Disposition of Minutes;
- iv. Report of Officers and Committees;
- v. Report of Personnel;
- vi. Unfinished Business;
- vii. New Business;
- viii. Election of Officers (when applicable); and
- ix. Adjournment.

Section 3. Manner of Acting. The Board of Directors shall act only in form of resolution and motions. Board Members may vote in person, or by written or electronic proxy. All proxy votes must be delivered and received by the Secretary prior to the commencement of that meeting. Proxy votes are only valid for one meeting and must be noted in the written proxy. Unless the Intergovernmental Agreement or these Bylaws requires a majority vote of all Board Members, a majority vote among a quorum of Board Members present at any meeting shall constitute an official act of the Board of Directors.

Section 4. Conduct of Meetings. The Chairperson, or Vice Chairperson if absent, shall call Board Meetings to order and shall act as the Presiding Officer. In the event the Chairperson and Vice Chairperson are both absent, the Secretary shall act as the presiding officer of any Board Meeting.

Section 5. Vacancy of a Board Member. If a vacancy of a Board Member occurs, the unrepresented or underrepresented Governmental Entity shall appoint a new member.

Section 6. Presumption of Assent. A Board Member's presence and attendance at any meeting, Special, Annual, Regular, or otherwise, where any official action is taken, shall be considered assent to that official action. Any Board Member who desires to dissent from any action must enter such dissent into the minutes of that meeting, or must submit an official dissent, in writing, to the Secretary during that meeting or immediately after that meeting adjourns. Board Members who vote in favor of an official action shall not have the right to submit a dissent.

Section 7. Committees. The Board of Directors may establish committees by resolution and majority vote. The establishing resolution must clearly state the duties and responsibilities of the Committee. The powers of any committee must not exceed the powers of the Board of Directors.

Section 8. Unanimous Consent without Meeting. The Board of Directors may take action without a meeting if the Board Members provide unanimous written consent setting forth the action to be taken. The Board Members must all sign the written consent and may do so in counterparts, by facsimile, or by scanned copy.

Section 9. Conflict of Interest. Board Members shall not conduct private business in any manner which places them at a special advantage because of their association with the Western Colorado Regional Dispatch Center. Board Members with a possible conflict of interest must disclose that interest to the Board of Directors. In the case of a clear conflict of interest, the conflicted Board Member shall not be allowed to vote or provide advisement. The decision of a majority of the Board Members present at the meeting shall control as to whether or not there is a clear conflict of interest.

ARTICLE VII. BUSINESS ADMINISTRATION

Section 1. Budget. The annual budget cycle and fiscal year shall conform to the City of Montrose. The fiscal year shall begin one minute past midnight on January 1 and shall end at Midnight on December 31. The budget shall be provided to each Board Member and their appointing Government Entity no later than September 30 of each calendar year. The Board of Directors must approve the annual budget by majority vote of all Board Members. The Board of Directors may approve any amendments to an existing budget by majority vote at any meeting where notification was provided to all Board Members that a budget issue would be discussed.

Section 2. Audit. An audit of the Western Colorado Regional Dispatch Center finances for the previous year shall be conducted by an independent Certified Public Accountant licensed to practice in the State of Colorado. The annual audit shall be submitted to each Board Member and their appointing Board, Council, or Entity no later than September 30 of each calendar year.

Section 3. Administrative Support. The City of Montrose shall provide support staff and administrative services for the Dispatch Center; however, nothing in these Bylaws shall compel the Board of Directors to exclusively utilize the City's services, nor require the Board to provide the City of Montrose Compensation for such services.

ARTICLE VIII. OFFICERS

Section 1. Officers of the Board of Directors. The Board of Directors shall elect three Officers: a Chairperson, a Vice Chairperson, and a Secretary. Each Officer shall serve a one year term. The Board of Directors shall hold an election for Officers at each Annual Meeting. The Board of Directors may hold a special election to fill a vacancy in any office at a Regular or Special Meeting, where notice is provided.

Section 2. Removal. Where it serves the best interests of the Western Colorado Regional Dispatch Center, the Board of Directors may remove any officer by resolution and majority vote of current Board Members.

Section 3. Vacancy of Office. A vacancy in office due to death, resignation, removal, or otherwise shall be resolved by a majority vote of the Board of Directors during a Regular or Special Meeting, where the purpose of such meeting has been provided through sufficient notice.

Section 4. Chairperson of the Board of Directors. The Chairperson shall preside over all meetings. Subject to these Bylaws, the Chairperson has the authority to sign, execute and acknowledge all deeds, mortgages, bonds, contracts, leases, reports and other documents or instruments necessary or proper to be executed in the course of regular business of the Western Colorado Regional Dispatch Center, or which shall be authorized by resolution of the Board of Directors. The Chairperson may authorize the Vice Chairperson to act as his or her agent with the authority of the Chairperson under these Bylaws.

Where exigent circumstances require, the Chairperson may act without the Board of Directors approval by resolution. However, the Chairperson may never incur debt without approval from the Board of Directors. All actions taken by the Chairperson without first obtaining the Board of Directors approval or resolution, must then be ratified by the Board of Directors during the next

meeting proceeding such action. If not stated in this section, the Chairperson shall have all authority as provided elsewhere in these Bylaws.

Section 5. Vice Chairperson of the Board of Directors. In the absence of the Chairperson, or in the event of the Chairperson's death, sustained illness, or inability to act, the Vice Chairperson shall perform the duties of the Chairperson. When so acting, the Vice Chairperson shall have all the powers of and is subject to all the restrictions upon the Chairperson. The Vice Chairperson shall perform such other duties and have such authority as may be assigned by the Chairperson of the Board of Directors.

Section 6. Secretary of the Board of Directors. The Secretary shall act as the custodian of records for the Western Colorado Regional Dispatch Center. The Secretary shall keep minutes at all meetings of the Board of Directors. The Secretary shall assure that all notices are provided in accordance with these Bylaws and as required by Colorado law. The Secretary shall keep, arrange, and record contact information, including email addresses, for all Board Members. The Secretary shall have general oversight of the books and financial records of the Western Colorado Regional Dispatch Center, and shall provide updates and reports to the Board of Directors on all financial matters. In general, the Secretary shall perform all duties incident to the office of the Secretary, and may delegate those duties to the Executive Director as prudent and necessary.

Section 7. Assistants to Officers. The Board of Directors shall have the power to appoint an assistant to aid in performance of duties of any Officer in the event it is impracticable for such officer to act personally. The appointed Assistant shall have the power to perform the duties of the office only as delegated by the Board of Directors. Assistants need not be members of the Board of Directors.

ARTICLE IX. INTERGOVERNMENTAL AGREEMENT

Intergovernmental Agreements Control. In the event a conflict arises between any provisions of these Bylaws and any provisions of the Intergovernmental Agreement, the later shall control.

ARTICLE X. AMENDMENTS

Amendment or Repeal & Adoption of Bylaws. The Board of Directors may amend and alter these Bylaws, or may repeal and adopt new Bylaws, by affirmative vote of the majority of Board Members present at any Annual, Regular, or Special Meeting, so long as the Secretary provided notice to all Board Members that the meeting would involve the amendment, adoption, or repeal of the Bylaws.

Appendix of Administrative Services. Pursuant to Section 5, Subsection (F) of the Amended and Restated Intergovernmental Agreement, executed on _____, 2019, at the request of the Western Colorado Regional Dispatch Center Board of Directors, the City of Montrose shall provide the following administrative services free of charge.

- a. Legal Services.** The City of Montrose Office of the City Attorney shall represent the Western Colorado Regional Dispatch Center in all matters of legal concern and provide legal counsel when requested.
- b. Financial Services.** The City of Montrose Financial Department shall assist the Western Colorado Regional Dispatch Center Board of Directors with any financial requirements related to the operation of the Dispatch Center. The City of Montrose Finance Director shall assist the Board of Directors and the Administrative Core Team with formulating the annual budget, as well as providing any other financial services as reasonably requested by the Board of Directors.
- c. Human Resources.** The City of Montrose Human Resources Department shall provide all employment related services necessary to operate the Western Colorado Regional Dispatch Center, including, but not limited to, hiring, termination, consultation, and personnel issues.
- d. Information Technology Services.** The City of Montrose Information Services Department shall provide general information technology services, including routine maintenance of equipment. However, any equipment that requires specific training, expertise, or certification shall be handled by outside services or the equipment manufacturer.

Facilities & Maintenance Services. Ongoing maintenance and upkeep of the Western Colorado Regional Dispatch Center Facilities shall be governed pursuant to the Lease between Montrose County and WestCO, entered into on December 19, 2018.

RESOLUTION NO. 2019-04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WESTERN COLORADO REGIONAL DISPATCH CENTER, RECOMMENDING ADOPTION OF AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT, AND BYLAWS, CONCERNING THE ESTABLISHMENT OF THE WESTERN COLORADO REGIONAL DISPATCH CENTER PROVIDING EMERGENCY DISPATCH SERVICES THROUGHOUT WESTERN COLORADO.

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution, Part 2 of Article 1, Title 29, C.R.S. encourages and authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, on September 21, 2015, the City of Montrose, Montrose Fire Protection District, Telluride Fire Protection District, and Towns of Telluride, Mountain Village, and Olathe, executed and adopted an Intergovernmental Agreement, and bylaws, concerning the establishment of the Western Colorado Regional Dispatch Center providing emergency dispatch services throughout Western Colorado, including Ouray, San Miguel, and Montrose Counties; and

WHEREAS, in anticipation of additional members and expanded services, the Board of Directors of the Western Colorado Regional Dispatch Center ("WestCO") wish to execute and adopt a revised and restated Intergovernmental Agreement and Bylaws.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WESTERN COLORADO REGIONAL DISPATCH CENTER:

Section 1. The Board of Directors recommends to each of its Members the adoption of the following Intergovernmental Agreement and attachments thereto, including the Bylaws of WestCO. Upon execution of all Members, the following shall be the controlling Intergovernmental Agreement and Bylaws of WestCO.

INTRODUCED, READ, and ADOPTED this _____ day of December, 2019

**WESTERN COLORADO REGIONAL DISPATCH
CENTER**

By: _____
John Cheroske, Chairperson

ATTEST:

By: _____
Tad Rowan, Secretary

AGENDA ITEM #11

MEMORANDUM
TOWN OF RIDGWAY

TO: Town Council

FROM: Pam Kraft, Town Clerk

DATE: January 3, 2020

RE: Update on the 2020 Annual Election

The annual election in 2020 will be held on Tuesday, April 7th. The Mayor and three councilmember seats will become vacant on that date.

Based on vacancies which occurred in 2018, last years election had five seats open on the Council (this was based on the need to fill three one year terms). Two of the members elected in 2019 chose to accept one year terms, and the 2020 election will return all seats to a two year term.

The three council seats which will become vacant are currently held by Councilors Austin, Cheek and Hunter.

A notice and call for candidates will be published and posted during the week of January 20th. The nomination period will begin on Monday February 3rd and close on Friday February 21st. All persons interested in running for office should contact the Town Clerk during this time frame to receive a nomination petition.