

RIDGWAY PLANNING COMMISSION

REGULAR MEETING AGENDA

Tuesday, October 25, 2022

5:30 pm

Pursuant to the Town's Electronic Participation Policy, the meeting will be conducted both in person and via a virtual meeting portal. Members of the public may attend in person at the Community Center, located at 201 N. Railroad Street, Ridgway, Colorado 81432, or virtually using the meeting information below.

Join Zoom Meeting

<https://us02web.zoom.us/j/85621159135?pwd=OE9aYlBVdjJWV3l2S0NEUXlEWi9RQT09>

Meeting ID: 856 2115 9135

Passcode: 823673

To call in dial: 408.638.0968 or 253.215.8782 or 669.900.6833

Written comments can be submitted before the meeting to kchristian@town.ridgway.co.us or delivered to Town Hall Attn: Planning Commission

ROLL CALL: Chairperson: Michelle Montague, Commissioners: John Clark, Jennifer Franz, Bill Liske, Russ Meyer, Jennifer Nelson, and Jack Petruccelli

PUBLIC HEARINGS:

1. **Application:** Variance for fence height; **Location:** Cottonwood Creek Subdivision, Lot 17; **Address:** 320 S. Amelia St.; **Zone:** Residential (R); **Applicant:** Efren Ramos Delgado; **Owner:** Efren Ramos Delgado
2. **Application:** Rezoning; **Location:** Solar Ranches Filing No. 2C, Lot 110A; **Address:** TBD Sabeta Dr.; **Zone:** General Commercial (GC); **Applicant:** Michael Len Wilson and Susan Carriere Wilson, trustees of the Wilson Living Trust dated 12-5-2017; **Owner:** Wilson Living Trust dated 12-5-2017
3. **Application:** Variance to reduce lot width to less than 50'; **Location:** Solar Ranches Filing No. 2C, Lot 110A and Lot 110B; **Address:** TBD Sabeta Dr. and 604 Sabeta Dr.; **Zone:** Residential (R); **Applicant:** Michael Len Wilson and Susan Carriere Wilson, trustees of the Wilson Living Trust dated 12-5-2017; **Owner:** Wilson Living Trust dated 12-5-2017
4. **Application:** Final Plat; **Location:** Solar Ranches Filing No. 2C, Lot 110A and Lot 110B; **Address:** TBD Sabeta Dr. and 604 Sabeta Dr.; **Zone:** Residential (R); **Applicant:** Michael Len Wilson and Susan Carriere Wilson, trustees of the Wilson Living Trust dated 12-5-2017; **Owner:** Wilson Living Trust dated 12-5-2017

5. **Application:** Final Plat; **Location:** Ridgway Land Company Subdivision, Lots 30-34; **Address:** TBD Redcliff Dr.; **Zone:** General Commercial (GC); **Applicant:** Vista Park Development, LLC; **Owner:** Vista Park Development, LLC

APPROVAL OF MINUTES:

6. Minutes from the Special meeting of September 22, 2022
7. Minutes from the Regular meeting of September 27, 2022

OTHER BUSINESS:

8. Update from staff regarding updates to Chapter 7 “Planning and Zoning”
9. Discussion regarding November meeting schedule
10. Updates from Planning Commission members

ADJOURNMENT

AGENDA ITEM #1

To: Town of Ridgway Planning Commission
Cc: Preston Neill, *Ridgway Town Manager*
From: TJ Dlubac, AICP, *Community Planning Strategies, Contracted Town Planner*
Date: October 21, 2022
Subject: Fence Variance Requests for 320 South Amelia St. for October 25th PC Meeting

APPLICATION INFORMATION

Requests:

- 1) Two-foot variance request to allow an eight-foot fence along the south property line between the front yard setback and rear property line where a six-foot fence is allowed; (*Sec. 6-4-1(A)(1) of the RMC*) and
- 2) Four-foot variance request to allow an eight-foot fence between the front property line and the front yard setback in the R Residential zoning district where a four-foot fence is allowed. (*Sec. 6-4-1(A)(2) of the RMC*)

Legal: Lot 17, Cottonwood Creek Subdivision
Address: 320 South Amelia Street
General Location: East side of S. Amelia Street at its intersection with Marie Street
Parcel #: 430517413021
Zone District: R Low Density Residential
Current Use: Single-family Residential
Applicant: Efren & Heather Delgado
Owner: Efren & Heather Delgado

PROJECT REVIEW

BACKGROUND

The subject property is located at 320 S. Amelia Street, which is Lot 17 of the Cottonwood Creek Subdivision. The property is zoned R Low Density Residential and is accessible from S. Amelia Street. The lot is surrounded by single-family development on all sides and across the road. A map showing the location of this property is provided in Figure 1.

Note: During a site visit on August 30, 2022, staff noticed that the applicant had already begun construction of the requested 8-foot fence and is currently in violation of the code.

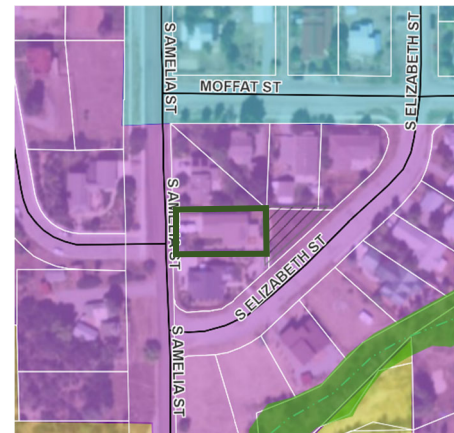


Figure 1. Zoning and property location

REQUESTS

RMC 6-4-1(A)(1) allows for a maximum fence height of six feet in the R Low Density Residential District. The applicant is requesting a two-foot variance to allow an eight-foot-tall privacy fence along a portion of the south property line between Lot 16 (333 S. Elizabeth St.) and Lot 17 (320 S. Amelia St.).

RMC 6-4-1(A)(2) allows for a maximum fence height of four feet between the front property line and the front yard setback in the R Low Density Residential District. The applicant is requesting a four-foot variance to allow an eight-foot-tall privacy fence between the front property line and the front yard setback along a portion of the south property line between Lot 16 (333 S. Elizabeth St.) and Lot 17 (320 S. Amelia St.).

The applicant has submitted a hearing application, fee, letter of request, a site plan, and photographs for the public hearing to the Town. The property and hearing have been noticed and posted by the Town in accordance with Section 7-3-23(D) of the RMC.

OCTOBER UPDATES

The application and various requests were originally considered by the Planning Commission on September 27, 2022. Following the staff presentation and discussion with the applicant, the Commission felt additional clarity on what currently exists and what is proposed to in new and what was being proposed to be amended was needed in order to render an informed decision. Following the meeting, Town staff received some updated materials from the applicant but requested additional clarity in the materials. A follow-up phone call between Town staff and the applicant indicated that the applicant was in favor of a continuance to evaluate their options of repackaging the application materials and requesting approval of existing non-conforming fences on the property or if they would rather withdraw their application.

CODE REQUIREMENTS

RMC §6-4-1 FENCE, HEDGE, AND WALL RESTRICTIONS

(A)(1) *No fence, rail, or freestanding wall shall exceed six (6) feet in height within the Town, except for those located within the I-1 and I-2 Light Industrial Districts which may not exceed eight (8) feet in height.*

(2) *In the Residential and Historic Residential Zoning Districts, fences, rails or freestanding walls located within the area between the property line and the front set back line may not exceed four feet in height, except for fences designed and intended to exclude deer may be up to six feet high if they are substantially transparent at sight angles up to 45 degrees from perpendicular to the faces of the fence, and are constructed out of a:*

(a) *Mesh;*

(b) *Woven wire;*

(c) *Rails and pickets or similar components which have a width no greater than their depth.*

RMC §6-4-4 VARIANCES

(A) *A variance to the provisions of Section 6-4 may be granted by the Board of Adjustment following the review procedure set out in Subsection 7-3-18 of the Ridgway Municipal Code, if it determines that the requirements of subsections 7-3-16(A), (C), and (D) of the Ridgway Municipal Code are met.*



RMC §7-3-5 LOW DENSITY RESIDENTIAL DISTRICT

- (5) *Fencing can be used as a method for screening and buffering, provided the fencing meets the requirements of Section 6-4.*

RMC §7-3-15 DIMENSIONAL AND OFF-STREET PARKING REQUIREMENTS

- (A) *Dimensional Requirements: Tabulated Requirements for Uses by Right.*

- (4) *"Structure Height" shall be determined as follows for application of the limitations as set forth herein:*

- (a) *The height of any structure shall be determined by measuring the vertical distance between the elevation of the lowest point of the natural grade abutting any exterior wall or supporting structure and the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable or a pitched or hipped roof. Structures that do not have roofs shall be measured to the height of the structure.*

RMC §7-3-21 VARIANCES AND APPEALS

- (A) *The Planning Commission may grant a variance from the Dimensional Requirements, Sign Regulations, Design or Performance Standards, and other provisions of these regulations not related to "use", and excluding Off-Street Parking Requirements, following the review procedure of Subsection 7-3-23, provided that the criteria of this Subsection will be met...Variances shall be granted only if all the following criteria are met:*

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

RMC §7-3-24 – ENFORCEMENT AND ADMINISTRATION

- (A) *The Building Official shall be responsible for the interpretation, administration, and enforcement of the provisions of these Regulations, as amended, the Official Zoning Map, as amended, and of any decisions entered by the Planning Commission, Board of Adjustment, or Town Council, pursuant to this Section.*
- (B) *No building permit, occupancy permit, or other permit or license shall be issued, nor shall any other action of approval be taken or allowed by the Town for any property which is not in compliance with the provisions of these Zoning Regulations, and any decision issued pursuant hereto.*

STAFF RECOMMENDATION

As of the drafting of this staff report, staff has not received a written request from the applicant to either continue or withdraw the application. However, since additional information has not been provided in an appropriate manner to clarify the request as discussed at the September 27th Planning Commission meeting, Town staff is recommending the Planning Commission continue the variance requests to their November meeting.

RECOMMENDED MOTIONS



"I move to continue all of the fence variance requests for 320 S. Amelia Street to the Ridgway Planning Commission Meeting on November 29th to allow the applicant and Town staff to continue clarifying the requests."

AGENDA ITEMS #2-4

To: Town of Ridgway Planning Commission
Cc: Preston Neill, *Ridgway Town Manager*
From: TJ Dlubac, AICP, *Community Planning Strategies, Contracted Town Planner*
Date: October 21, 2022
Subject: Final Plat, Variance, and Rezone Requests for 604 Sabeta Drive for the October 25th Planning Commission meeting.

APPLICATION INFORMATION

Requests:

- 1) Approval to rezone Lot 110A, Amended Plat of Lot 110, Solar Ranches Filing No. 2C from "GC" General Commercial District to "R" Low Density Residential District. (*Sec. 7-3-22(A)(1) of the RMC*)
- 2) Approval of a variance to allow a minimum lot width of 46.44 feet for Lot 110A-1 and 46 feet for Lot 110B-1, Wilson Solar Ranch Subdivision where a 50-foot minimum lot width is required. (*Sec. 7-3-15(A) of the RMC*)
- 3) Approval of a final plat for Wilson Solar Ranch Subdivision. (*Sec. 7-4-5(C) of the RMC*)

Legal: Lots 110A & 110B, Amended Plat of Lot 110, Solar Ranches, Filing No. 2C
Address: 604 Sabeta Drive, Ridgway CO 81432
General Location: East of and adjacent to Sabeta Drive
Parcel #: 430516321002 and 430516321001
Zone District: GC General Commercial District & R Low Density Residential District
Current Use: Single-family Residential & vacant
Applicant: Michael & Susan Wilson
Owner: Michael & Susan Wilson, Trustees of Wilson Living Trust

PROJECT REVIEW

BACKGROUND

The subject properties are located on the east side of Sabeta Drive, just south of Tabernash Lane and are currently platted as Lots 110A and 110B, of the Amended Plat of Lot 110, Solar Ranches Filing No. 2C Subdivision. Lot 110B is the location of a single-family residence and is addressed as 604 Sabeta Drive. This lot is zoned R District. Lot 110A is currently undeveloped and zoned GC District. Both lots are -family development and are surrounded by single owned by the same people, the Wilson's. A map showing the location of these properties is provided in Figure 1.



Figure 1. Zoning and property location

The lots, along with Lot 110C located southwest of 110B, were originally part of one large lot (Lot 110) which was subdivided in 2001. Lot 110A was rezoned at that time to GC General Commercial District in anticipation of the construction of a Holistic Health Center; the center was never constructed. A note was placed on the plat to limit the development of Lot 110A.

The current property owners discovered that some of the improvements intended for Lot 110B have been constructed on Lot 110A. They wish to rectify this situation with requests for an amended plat and variance, and further to rezone Lot 110A from GC to R.

2019 MASTER PLAN & FUTURE LAND USE PLAN

This property and abutting properties on the north, south, and west are designated as Single-Family Neighborhood on the Future Land Use Plan. Property to the east is designated Parks & Natural Areas.

The requests are in general conformance with the recommendations, goals, and policies of the 2019 Master Plan. Below are some highlights:

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

CHR-1.1: Neighborhood Character: Encourage the development of neighborhoods that enhance and reflect the character of Ridgway through quality design, cohesive materials, and integration of natural features.

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

POLICY GRO-1.5: Design of New Development. Ensure new development and infill/redevelopment is compatible with the surrounding area or neighborhood, particularly in the Historic Town Core where maintaining the historic character of Ridgway is desired.

POLICY GRO-1.7: Transitions. Provide clear guidance to developers to ensure smooth transitions and/or compatibility between distinct land uses (i.e., between industrial or commercial and residential, including areas with mixed uses) or development densities/intensities.

REQUESTS

The applicant is seeking three approvals to bring the current properties into conformance with the RMC, the 2019 Master Plan, and Future Land Use Plan: rezone, variance, and amended plat. As noted previously, there are structural and other improvements for Lot 110B that encroach upon Lot 110A. Furthermore, neither lot meets the minimum lot width of the R District. And, since the holistic health care center was not constructed, the owners are seeking approval to rezone Lot 110A from GC District to R District.

The amended plat readjusts the property line between Lots 110A and 110B to bring the structural improvements (shed) and driveway all onto Lot 110B. Lot 110A becomes 110A-1 and Lot 110B becomes 110B-2. The amended plat also restricts direct lot access to Sabeta Drive from Lot 110A-1 and provides a shared access easement on Lot 110B-1 for both lots.

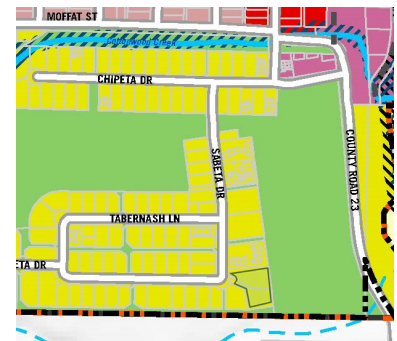


Figure 2. Future Land Use Plan

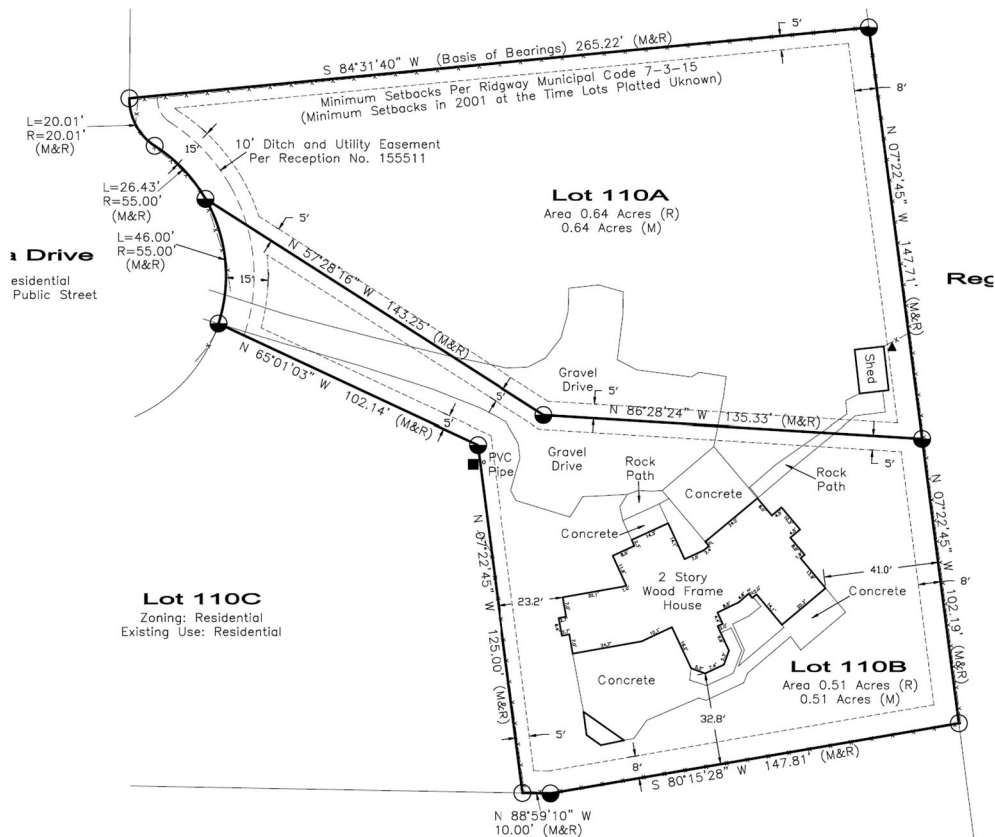


Figure 3. Improvement Survey of Existing Conditions

The lots currently, and on the proposed amended plat, do not meet the minimum lot width of the R District of 50 feet. Lot 110A-1 is 46.44 feet in width and Lot 110B-1 is 46 feet in width. There isn't enough space to bring both lots into conformance with this amended plat. The owner's are requesting approval of two lot width variances.

Lastly, when the property was replatted in 2001, Lot 110A was zoned GC General Commercial District in anticipation of the construction of a holistic health center. This center was never constructed and the property owner would like to rezone Lot 110A to R Low Density Residential District to be in conformance with the master plan and compatible with surrounding zoning and uses.

The applicant has submitted a hearing application, fee, letter of request, site plan/improvement survey, final plat/amended plat, and HOA letter for the public hearing to the Town. The property and hearing have been noticed and posted by the Town in accordance with Section §7-3-23(D) of the RMC.

CODE REQUIREMENTS

RMC §7-3-22 - AMENDMENTS AND ADDITIONS TO THE OFFICIAL ZONING MAP AND ZONING REGULATIONS.

(A) Rezoning:

(1) Amendments to the Official Zoning Map involving any change in the boundaries of an existing zoning district, or changing the designation of a district, shall be allowed only upon a determination following public hearing that the following criteria are met:

(a) The amendment is not adverse to the public health, safety and welfare, and

(b) Either:

(i) The amendment is in substantial conformity with the Master Plan; or

(ii) The existing zoning is erroneous; or

(iii) Conditions in the area affected or adjacent areas have changed materially since the area was last zoned.

(2) Rezoning may be requested or initiated by the Town, the Planning Commission, or the owner of any legal or equitable interest in the property or his representative. The area considered for rezoning may be enlarged by the Planning Commission on its own motion over the area requested in the application as part of its recommendation. Any person desiring an amendment to the Zoning Regulations shall submit an application on forms provided by the Town, accompanied by an application fee of \$200.00. Town staff shall have 30 days from the date an application is submitted to review such submittal and to advise the applicant of any deficiencies. Once a submittal is deemed complete, it may be processed for further review. The burden shall be on the applicant to show that the criteria of this Subsection have been met. No fee or formal application is required for action initiated by the Town or Planning Commission.

(E) All proposals to amend the Official Zoning Map or these Zoning Regulations may be referred to the Planning Commission for recommendation.

(F) The Town Council shall review all proposals to amend the Official Zoning Map as the "Review Board" in substantial conformity with the review procedures set out in Subsection 7-3-23.:

RMC §6-4-4 VARIANCES

(A) A variance to the provisions of Section 6-4 may be granted by the Board of Adjustment following the review procedure set out in Subsection 7-3-18 of the Ridgway Municipal Code, if it determines that the requirements of subsections 7-3-16(A), (C), and (D) of the Ridgway Municipal Code are met.

RMC §7-3-15 DIMENSIONAL AND OFF-STREET PARKING REQUIREMENTS

(A) Dimensional Requirements: Tabulated Requirements for Uses by Right.

Zone/Use	Width	Lot Size	Max. Lot Coverage	Setbacks				Height
				Front	Rear	Side	Corner	
R / Single-Family	50'	6,000sf	50%	15'	8'	5'	7.5'	27'
GC /All	30'	5,000sf	60%	15'	8'	8'	7.5'	27'



RMC §7-3-21 VARIANCES AND APPEALS

(A) *The Planning Commission may grant a variance from the Dimensional Requirements, Sign Regulations, Design or Performance Standards, and other provisions of these regulations not related to "use", and excluding Off-Street Parking Requirements, following the review procedure of Subsection 7-3-23, provided that the criteria of this Subsection will be met...Variances shall be granted only if all the following criteria are met:*

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

RMC §7-4-10 REPLATS AND AMENDED PLATS

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

RMC §7-4-5(C) FINAL PLAT:

RMC §7-4-5(C)(8)(b): The Planning Commission shall determine the following are met in order to recommend approval, with or without conditions, of the replat to the Town Council:

- (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.*

ANALYSIS

LAND USES

Lot 110A-1 is currently vacant and Lot 110b-1 is developed as a single-family residence. Both are in conformance with the current "R" and "GC" Districts as it relates to land use. The applicant wishes to rezone the "GC" lot to "R" to allow future residential development and to bring it into conformance with the 2019 Master Plan and Future Land Use Plan which shows the property as Single-family as well as to be more compatible with surrounding zoning and land uses.

DIMENSIONAL STANDARDS

Dimensional Standards

Section §7-3-15(A) sets forth the required dimensional standards which shall be met for various uses within each zone district. For the R Low Density Residential District, the following standards apply to single-family uses:



Standard	Requirement	Proposed	
		Lot 110A-1	Lot 110B-1
Min. Lot Width	50'	46.43'	46'
Min. Lot Size	6,000sf	21,789.24sf	28,181.07sf
Max. Lot Coverage	50%	TBD	<50%
Min. Front Setback	15'	TBD	>102'
Min. Rear Setback	8'	TBD	32.8'
Min. Side Setback	5'	TBD	15'
Max. Side on Corner Lot	7.5'	n/a	n/a

The current lot widths do not meet the minimum dimension and the amended plat will not correct the nonconformance since there isn't additional room or land to adjust the lot width at the street. In order to bring the two lots into conformance, a lot width variance for each lot is being requested. To mitigate the impact of having two driveways located within close proximity to each other, staff requested that a note be added to the plat prohibiting direct access from Lot 110A-1 onto Sabeta Drive. (See note 9)

ACCESS

As currently platted, both lots have direct lot access to Sebata Drive. The applicant proposes to restrict direct lot access for Lot 110A-1 and provided a shared access easement on Lot 110B-1. Due to the narrow lot width at the street and the configuration of the street curve in this area, the access restriction addresses the negative impacts of multiple access points on a cul-de-sac.

UTILITIES

No proposed changes to existing utilities have been proposed or are required by this request. All improvements are already in place. If new water and/or sewer taps are necessary for the future development of Lot 110A-1, that will be determined in conjunction with the building permit application.

STAFF RECOMMENDATION

Following a review of the application materials against the applicable RMC requirements, staff recommends approval of the rezoning, amended plat, and variance requests with conditions intended to tie each of the approvals together so no one request is approved unless all three are approved. The recommended motion with alternatives is provided in the next sections of the staff report.

The proposed order of motions is purposeful to ensure a clean and clear record. Therefore, the motions shall be made and acted upon in the order listed below.

RECOMMENDED MOTIONS – REZONE

"I move to recommend approval to rezone Lot 110A, Amended Plat of Lot 110, Solar Ranches, Filing No. 2C from "GC" General Commercial District to "R" Low Density Single-Family District to the Town of Ridgway Town Council finding that the criteria set forth in Section 7-3-22(A)(1) of the RMC have been met and with the following condition:

- 1) The Ridgway Town Council approves the Wilson Subdivision variance requests to reduce the minimum lot width and the amended plat."

Alternative Motion:

"I move to recommend denial of the request to rezone Lot 110A, Amended Plat of Lot 110, Solar Ranches, Filing No. 2C from "GC" General Commercial District to "R" Low Density Single Family District to the Town of Ridgway Town Council finding that the criteria set forth in Section 7-3-22(A)(1) of the RMC have not been met."



- 1) The amendment is not in substantial conformity with the Master Plan; or
- 2) The existing zoning is not erroneous; or
- 3) Conditions in the area affected or adjacent areas have not changed materially since the area was last zoned.

RECOMMENDED MOTIONS - VARIANCES

Request #1 -Lot 110A-1: "I move to approve a 3.56-foot variance to allow a 46.44-foot lot width for Lot 110A-1, Wilson Solar Ranch Subdivision in the R Low Density Residential District finding that the criteria set forth in Section 7-3-21 of the RMC have been met and with the following condition:

- 1) The Ridgway Town Council approves the Wilson Subdivision rezoning and amended plat."

Alternative Motion:

"I move to deny the request to reduce the minimum lot width for Lot 110A-1, Wilson Solar Ranch Subdivision in the R Low Density Residential District finding that the criteria _____ of the approval criteria set forth in Section 7-3-21(A) of the RMC have not been met."

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

Request #2 -Lot 110B-1: "I move to approve the request of a 4-foot variance to allow a 46-foot lot width for Lot 110B-1, Wilson Solar Ranch Subdivision in the R Low Density Residential District finding that the criteria set forth in Section 7-3-21(A) of the RMC have been met and with the following condition:

- 1) The Ridgway Town Council approves the Wilson Subdivision rezoning and amended plat."

Alternative Motion:

"I move to deny the request to reduce the minimum lot width for Lot 110B-1, Wilson Solar Ranch Subdivision in the R Low Density Residential District finding that the criteria _____ of the approval criteria set forth in Section 7-3-21(A) of the RMC have not been met."

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

RECOMMENDED MOTIONS – AMENDED PLAT

"I move to recommend approval of the Wilson Solar Ranch Subdivision to the Town of Ridgway Town Council, subject to the comments below, finding that the criteria set forth in Section 7-4-5 and 7-4-10 of the RMC have been met and with the following conditions:

- 1) Update the Attorney Certificate to include exceptions included on the Title Commitment.
- 2) The Ridgway Town Council approves the Wilson Subdivision rezoning and variance requests to reduce the minimum lot width."

Alternative Motion:

"I move to deny the Wilson Solar Ranch Subdivision finding that the criteria set forth in Section 7-4-5 and 7-4-10 of the RMC have been met:



- 1) The final plat is not substantially consistent with the preliminary plat as approved.
- 2) The final plat does not contain all the required information listed in Section 7-4-5(C)(3)
- 3) The final plat does not conform to the R Low Density Residential District uses and standards.

ATTACHMENTS

1. Application and Support Materials



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

Planning Commission Hearing Request

Official Use Only
Receipt # 240 (\$750-)
Date Received: 8-9-22
Initials: [Signature]

General Information

Applicant Name Michael Len Wilson and Susan Carriere Wilson, trustees of the Wilson Living Trust dated December 5, 2017 Application Date 8/9/22

Mailing Address 604 Sabeta Drive, Ridgway, CO 81432

Phone Number 303-709-8037 Email scarrierewilson@gmail.com

Owner Name Same as applicant

Phone Number 303-709-8037 Email scarrierewilson@gmail.com

Address of Property for Hearing 604 Sabeta Drive, Ridgway, CO 81432

Zoning District According to Town Zoning Map December 2021:
Lot 110B (Solar Ranches Filing 2C) - Residential
Lot 110A (Solar Ranches Filing 2C) - General Commercial (Conditional ORD 01-04)

Brief Description of Requested Action

1. Request Plat Amendment of Lots 110A & 110B, both owned by Applicant. Amendment will move part of the line between lots and grant access easement for new 110A-1. Movement of property line will cause non-conforming existing shed (from previous owner) to conform.
2. Request Rezoning of Lot 110A to Residential.
3. Request Variances due to practical difficulties as Lots 110A & 110B are both non-conforming as platted at only 46.43' and 46' wide respectively currently. We are not asking to change the minimum width of either lot, only asking for variances to allow current situation to remain. We propose the access easement for Lot 110A-1 to address situation.

Action Requested and Required Fee Payable to the Town of Ridgway

<input type="checkbox"/> Temporary Use Permit per 7-3-18(C)	\$150.00	Subdivisions per 7-4 unless noted	
<input type="checkbox"/> Conditional Use per 7-3-19	\$250.00	<input type="checkbox"/> Sketch Plan	\$300.00 (+ \$10.00/lot or unit)
<input type="checkbox"/> Change in Nonconforming Use per 7-3-20	\$150.00	<input type="checkbox"/> Preliminary Plat	\$1,500.00 (+ \$25.00/lot or unit)
<input checked="" type="checkbox"/> Variances & Appeals per 7-3-21	\$250.00	<input type="checkbox"/> Preliminary Plat resubmittal	\$750.00 (+ \$25.00/lot or unit)
<input checked="" type="checkbox"/> Rezoning per 7-3-22	\$250.00	<input type="checkbox"/> Final Plat	\$600.00
<input type="checkbox"/> Other Reviews Pursuant to 7-3-23	\$250.00	<input type="checkbox"/> Minor Subdivision	\$450.00 (+ \$25.00/lot or unit)
<input type="checkbox"/> Variance to Floodplain Reg. per 6-2	\$150.00	<input type="checkbox"/> Lot Split	\$450.00
<input type="checkbox"/> Master Sign Plan Pursuant to 7-3-117	\$150.00	<input type="checkbox"/> Replat	\$150.00 (+ \$25.00/lot or unit)
<input type="checkbox"/> Deviations from Residential Design Standards per 6-6	\$175.00	<input checked="" type="checkbox"/> Plat Amendment	\$250.00
<input type="checkbox"/> Other	\$_____	<input type="checkbox"/> Planned Unit Dev. per 7-3-16	See Preliminary and Final Plat
		<input type="checkbox"/> Statutory Vested Rights per 7-5	\$1,500.00

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. 7-3-25(B) and 7-4-12(B)). Water and sewer tap fees and development excise taxes are due at approval of final plats.



Attachments Required

For All Applications

- ☒ Evidence of ownership or written notarized consent of legal owner(s).
- ☒ Information proving compliance with applicable criteria (see the Ridgway Municipal Code for criteria), this may include a narrative, site plans, and/or architectural drawings drawn to scale.

For Conditional Uses

- ☐ 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).

For Changes in Nonconforming Use

- ☐ Description of existing non-conformity.

For Variances

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

For Rezonings

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

For Subdivisions

- ☒ All requirements established by Municipal Code Section 7-4. (Reference 7-4-10)
- ☐ 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. Contact with a Planning Commission or Town Council member regarding your application constitutes ex parte communication and could disqualify that Commissioner or Councilor from participating in your hearing. Please contact staff with any questions.

Michael W. H.
Applicant Signature

8/8/22
Date

Michael W. H.
Owner Signature

8/8/22
Date



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

**TOWN OF RIDGWAY, COLORADO
ACKNOWLEDGMENT OF FEES AND COSTS**

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

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

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

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

Acknowledged this 8th day of August, 2022.

APPLICANT:

By: 

Michael Len Wilson and Susan Carriere Wilson,
trustees of the Wilson Living Trust, authorized signers
(print name)

PROPERTY OWNER:

By: 

Michael Len Wilson and Susan Carriere Wilson,
trustees of the Wilson Living Trust, authorized signers
(print name)

I, Susan Carriere Wilson, hereby certify to the Town of Ridgway that I have sent timely notice in accordance with C.S.R. 24-65.5-102(1) to the mineral estate owner in the county tax assessor's records as follows:

The attached notice was sent by United Parcel Service on September 16, 2022 to:

LUNDGREN ROBERT H
430 FERGUSON LANE
ELTOPIA, WA 99330



Susan Carriere Wilson

Mike and Sue Wilson
604 Sabeta Drive
Ridgway, CO 81432
scarrierewilson@gmail.com

September 16, 2022

LUNDGREN ROBERT H
430 FERGUSON LANE
ELTOPIA, WA 99330

Dear Mr. Lundgren,

Please accept this letter as notice, issued in accordance with C.S.R. 24-65.5-102(1), that there shall be a public Planning Commission Hearing on October 25, 2022, at 5:30pm local time at 201 N. Railroad Street, Ridgway, Colorado regarding the property described as:

LOTS 110A AND 110B, AMENDED PLAT OF LOT 110, SOLAR RANCHES FILING NO. 2C, TOWN OF RIDGWAY, ACCORDING TO THE PLAT THEREOF RECORDED MAY 15, 2001 UNDER RECEPTION NO. 174776, COUNTY OF OURAY, STATE OF COLORADO.

On the agenda for this hearing is an application by Michael Len Wilson and Susan Carriere Wilson, trustees of the Wilson Living Trust dated December 5, 2017, requesting the approval of 1) an amended plat to amend a property boundary between Lots 110A and 110B, Amended Plat of Lot 110, Solar Ranches Filing No. 2C; 2) a rezoning of Lot 110A from GC General Commercial to R Low Density Residential; and 3) a lot width variance for Lot 110A and 110B.

You are receiving this notice as the mineral estate owner in the county tax assessor's records.

Thank you,



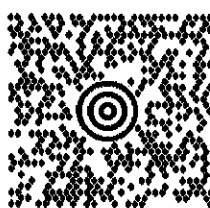
Susan Carriere Wilson

FROM:
ERIN GRAHAM
(970) 626-3680
RIDGWAY OFFICE SUPPLY
631 SHERMAN STREET
RIDGWAY CO 81432

1 LBS

DWT: 9,11,1

1 OF 1



WA 993 0-45



SHIP TO:

LUNDGREN ROBERT H
430 FERGUSON LANE
ELTOPIA WA 99330

UPS GROUND

TRACKING #: 1Z 3R5 54V 03 4880 9869



BILLING: P/P

WS 25.0.14 SHARP MX-4071 38.0A 09/2022

Fold here and place in label pouch



Ridgway Office & Mercantile

631 Sherman St., P.O. Box
294

RIDGWAY, CO 81432

(970) 626-3680

www.ridgwayoffice.com

Sep 16, 2022

11:51 AM

Erin

Authorization: 04155D

Receipt: TVYp

CHASE VISA

AID A0 00 00 00 03 10 10

Black & White Large Doc \$5.50
Printing x 2
(\$2.75 each)
24x36 (1-10)

Envelopes \$0.29
Individual Linen Envelope

UPS \$17.91

Scan x 3 \$3.75
(\$1.25 each)

Ricoh 1-5 Pages (Per Page)

Subtotal \$27.45
Sales Tax \$0.52

Total \$27.97
Visa 2659 (Chip) \$27.97
Susan Carriere

Thank you for supporting us! If you had a
pleasant experience today, show us some
love on Google, Facebook or Yelp!



Mike and Sue Wilson
604 Sabeta Drive
Ridgway, CO 81432
scarrierewilson@gmail.com
303-709-8037

September 15, 2022

Town of Ridgway
Planning Commission
201 N. Railroad St.
Ridgway, CO 81432

Dear Planning Commission Members,

We ask that you grant our request for a hearing based on the following issues and information.

Background

We own two lots in Solar Ranch on Sabeta Drive in south Ridgway, which we purchased in February, 2022. (See Lots 110A and 110B on Image 1 below and evidence of our ownership in **Enclosure 1.**) The legal description of the lots is:

LOTS 110A AND 110B, AMENDED PLAT OF LOT 110, SOLAR RANCHES FILING NO. 2C, TOWN OF RIDGWAY, ACCORDING TO THE PLAT THEREOF RECORDED MAY 15, 2001 UNDER RECEPTION NO. 174776, COUNTY OF OURAY, STATE OF COLORADO.

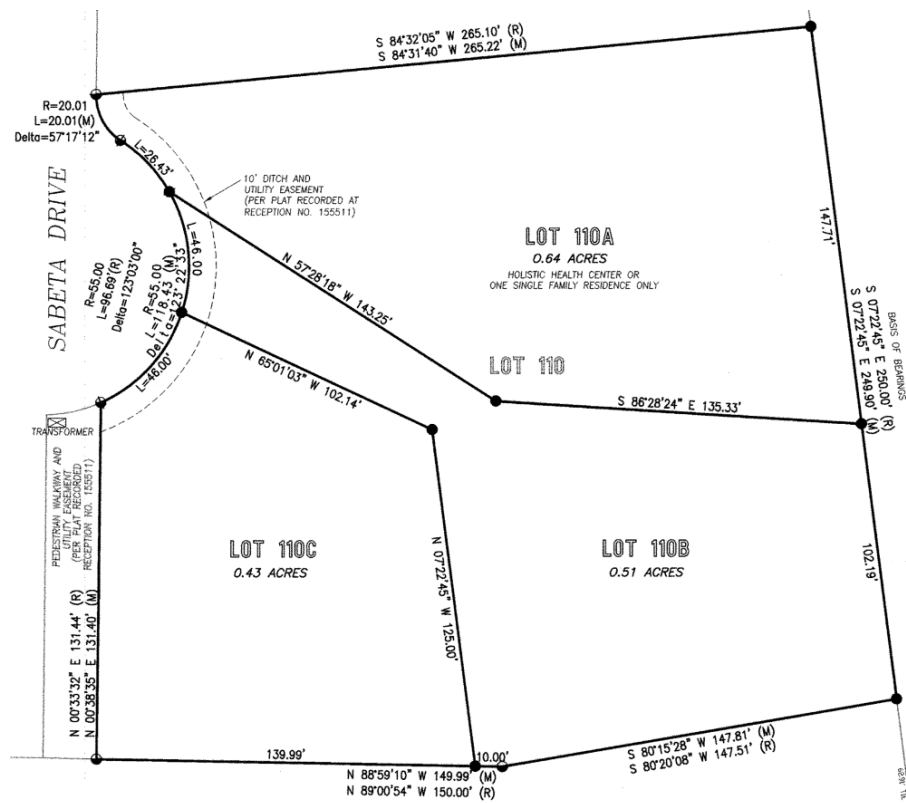


Image 1: Division of Lot 110 into three sublots

Our lots (along with Lot 110C) were once part of one large lot, Lot 110 of Solar Ranches, Filing 2C. Lot 110 was divided into three lots in 2001 with the filing of an Amended Plat with Ouray County, the most

recent plat for this property from which Image 1 was taken. A full copy of that recorded plat is included as **Enclosure 2** to this letter.

Subsequently, the home we live in now was built on Lot 110B in 2002, while 110A remains undeveloped. A home was also built on Lot 110C. It is not owned by us and not directly affected by our requests.

The division of Lot 110 into three lots in 2001 created the following situation:

1. All three lots are only approximately 46 feet wide at the point of street access; and
2. Lot 110A is zoned "GC" General Commercial, under Conditional Ordinance 01-04 (allowing for a Holistic Health Center to be built on Lot 110A).

Additionally, we've discovered the need for some corrective plat work to bring our lots within greater alignment and conformity while also providing some clarity for future access of the two properties. Specifically, as seen in the improvement survey plat created by Orion Surveying, the previous owner of Lots 110A and 110B constructed a driveway, built a shed, and installed landscaping around our single family home. These projects spilled across the lot line onto 110A. The result is that our shed and part of the driveway access to our garage are on the adjacent undeveloped lot, and not wholly on the same lot as our home. (See **Enclosure 3** or Image 2 below)

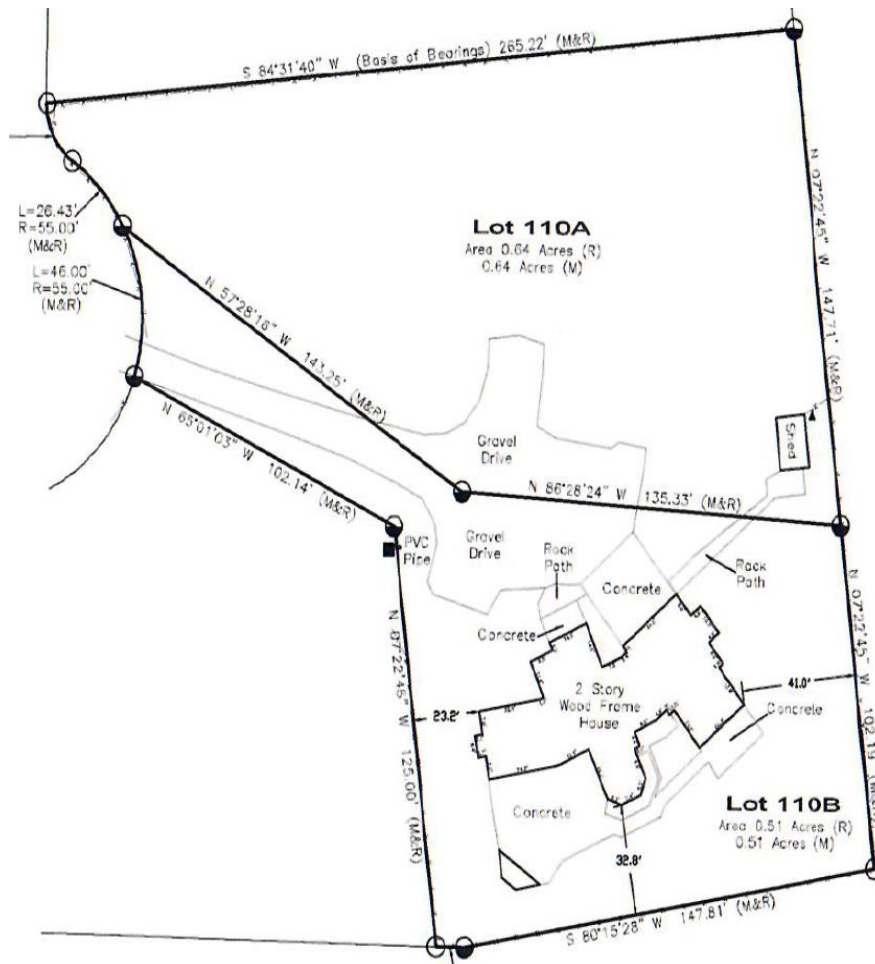


Image 2: Our home on 110B showing shed & driveway spilling across the lot line of 110A.

Summary of Concerns Inherited with Our Lots Purchase

Concern #1: The shed built by the previous owner is non-conforming to current regulations of the Town or our homeowner's association, Solar Ranch HOA, Inc. filing 2BCD ("HOA"), as it rests on the undeveloped Lot 110A.

Concern #2: The lot widths at the entrances for Lots 110A and 110B are non-conforming to Town regulations as neither have the requisite minimum 50' width.

Concern #3: Lot 110A is zoned "GC" General Commercial, under Conditional Ordinance 01-04, in the middle of a residential neighborhood.

Proposed Solutions

Proposed Solution re Concern #1: Move a portion of the lot line between Lots 110A and 110B (creating Lots 110A-1 and 110B-1 as depicted on the replat attached as **Enclosure 4**) so that the driveway and shed will be completely contained on Lot 110B-1 and thus conform with current Town and our HOA regulations. Please note that we will abandon the part of the existing gravel drive that would encroach on Lot 110A-1, if any.

Proposed Solution re Concern #2: Grant a permanent access easement to Lot 110A-1 from 110B-1 to allow for access to Lot 110A-1 from the current driveway on 110B-1. We propose that no direct access to the street would be available for Lot 110A-1 so as not to create any additional direct street access, and that access to Lot 110A-1 would be gained only via the access easement. There is currently a fence erected along the entire width of Lot 110A between the lot and the street. We have no plans to remove the fence.

Proposed Solution re Concern #3: Rezone Lot 110A as "R" Low Density Residential to allow only approved residential development, as supported by our neighbors and HOA.

A snapshot of the proposed solutions can be seen on Image 3 below and more completely in the Final Plat we propose. (See **Enclosure 4**).

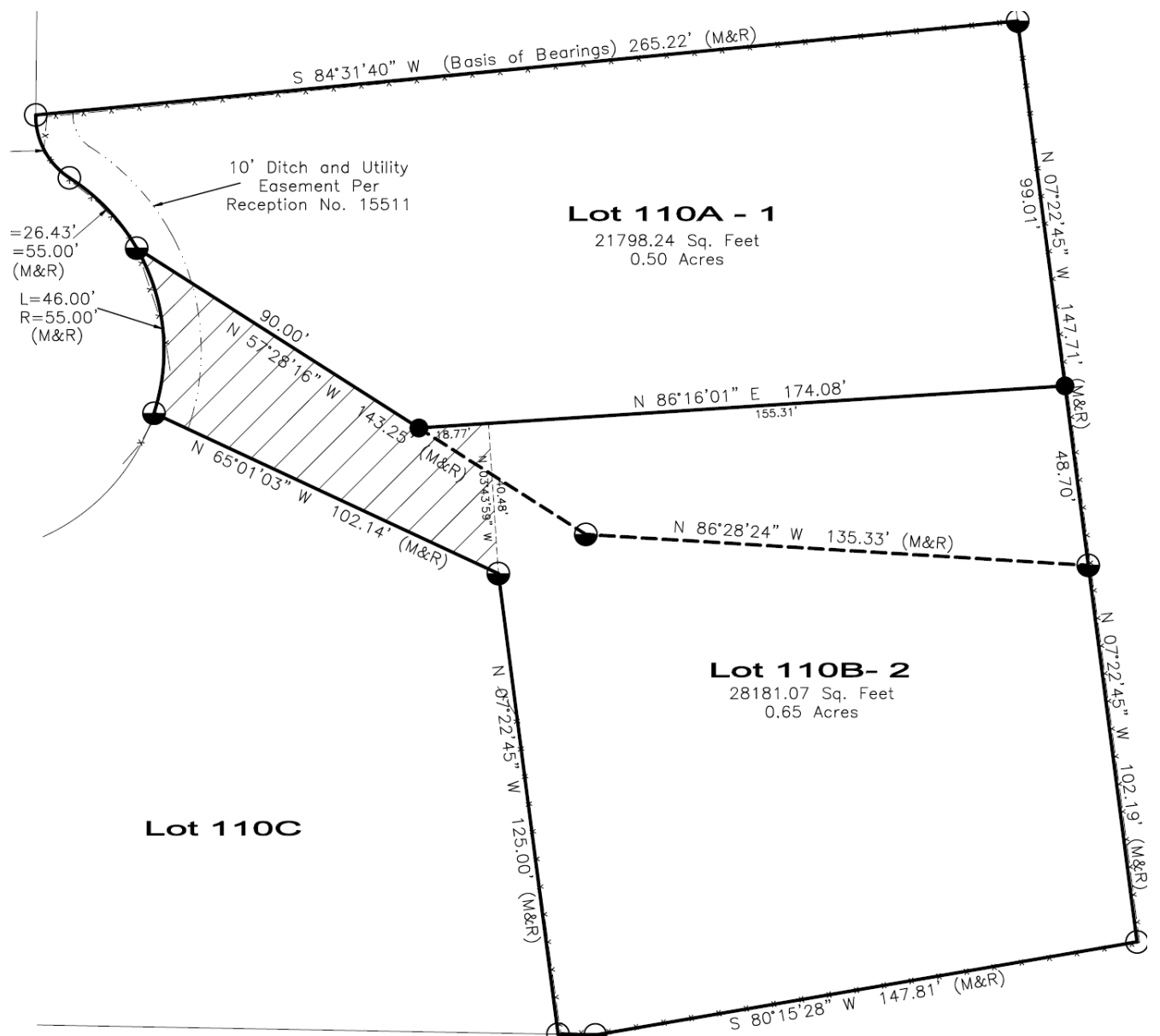


Image 3 – New Lots 110A-1 and 110B-1.

Approvals Sought at the Requested Hearing of the Planning Commission

As described in further detail below we have the following requests of the Planning Commission regarding each of the outlined concerns related the current state of our lots:

- Specific to Concern #1 – Approve Plat Amendment
- Specific to Concern #2 – Grant Width Variances for Both Lots
- Specific to Concern #3 – Rezone Lot 110A-1

Approval Sought re: Concern #1 – Approve Amendment of Plat

We ask for approval of the plat amendment to create Lots 110A-1 and 110B-1, attached as **Enclosure 4**.

We note that the proposed plat amendment meets all the criteria of the Town of Ridgway Municipal Code (the “Code”) section 7-4-10(B) and therefore is eligible to be approved by the Planning Commission. Specifically, section 7-4-10(B) of the Code states that:

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

The proposed plat amendment is for a part of a subdivision plat previously approved by the Town and it does not make or require any material changes to the extent, location, or type of public improvements and easements provided.

All required public improvements currently exist and need no changes. We are suggesting to provide a new private access easement (as further described below) simply to help alleviate an existing problem with the lot widths, but do not require such easement. No public easements are being requested or required due to the amended plat.

As proposed, the lots resulting from the amended plat meet all Design Standards of these Regulations. The proposed easement grants access to a street connected to the public street system to Lot 110A-1.

Additionally, as proposed, the lots resulting from the amended plat meet all dimensional requirements of zoning regulations to the extent that they currently do, i.e., they meet all, except the minimum width requirement that they do not meet now. We ask for approval of variances related to this width requirement below.

Please see Image 4 below showing the dimensional requirements of the Town’s zoning regulations for “R” Low Density Residential and how the dimensions of proposed Lots 110A-1 and 110B-1 compare.

District	Min. Lot			Max. Lot Coverage (%)	Min. Setbacks (ft)			
	Use	Width (ft) ⁽⁵⁾	Size (sf)		Front	Rear ⁽¹⁾	Side ⁽¹⁾	Max. Side on Corner Lot
R	Single-Family and Duplex	50	6,000	50	15	8	5	7.5
Lot 110A-1		46.43	21,789.24	0	N/A	N/A	N/A	N/A
Lot 110B-1		46	28,181.07	< 50	>102	32.8	15	9.5

Image 4 – Dimensional Requirements vs. Dimensions of Lots 110A-1 and 110B-1.

Approval Sought re: Concern #2 – Grant Width Variances

1. We ask for a variance to the width requirement for Lot 110A-1 of 3 feet and 6.84 inches to allow a reduced width of 46.43 feet.
2. We ask for a variance to the width requirement for Lot 110B-1 of four feet to allow a reduced lot width of 46 feet.

We note that the requested variances are not related to “use” and meet all the criteria of the applicable section of the Code, Section 7-3-21(A).

As per Section 7-3-21(A) of the Code, “Variances shall be granted only if all the following criteria are met: (1) There are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the zoning ordinance, and (2) The spirit of the ordinance will be observed, the public health, safety and welfare secured and substantial justice done by granting the variance.

In our situation, criteria (1) is met because there are practical difficulties in the way of carrying out the strict letter of the zoning ordinance lot width requirement. There are only 92.43 feet across the two existing lots and thus it is impossible to change the lot lines to meet the minimum width requirement of 50 feet for each lot.

Criteria (2) is met because the variances support the spirit of the ordinance by granting as wide of a lot as practically possible for both lots and retaining widths that are only a few feet short of the minimum requirement. In order to mitigate any negative ramifications that a smaller than minimum lot width may be creating, we are proposing that Lot 110B-1 grant the access easement to Lot 110A-1 depicted in the

amended plat described above and included as Enclosure 4. This will effectively give Lot 110A-1 access to the full 92.43 feet width of the two lots and will not minimize the width of the other lot or its access at all.

The public health, safety and welfare will remain secure in light of the requested variances and substantial justice will be done if the variances are granted because they are simply upholding the existing situation that we inherited from the previous owner of the properties.

The uses of land within 100 feet of the exterior of the combined Lots 110A and 110B (and Lots 110A-1 110B-1) are as follows:

To the North – “R” Low Density Residential (condominiums)

To the East – Ridgway Athletic Park

To the South – HOA path and Town Border (ranch land abuts the Town limits)

To the West – “R” Low Density Residential

Approval Sought re: Concern #3 – Rezone

We ask for the rezoning of Lot 110A to one of “R” Low Density Residential. When Lot 110 was divided into three separate lots in 2001, the owners of Lot 110A wished to build a Holistic Health Center on such lot and were granted the right to do so under Conditional Ordinance 01-04. Under this conditional right, if the Holistic Health Center was not built, only a single family residence would be allowed to be built on Lot 110A. As the Holistic Health Center was never built, only a single family residence should be allowed to be built on the lot pursuant to Conditional Ordinance 01-04 and therefore we ask that the zoning be changed to reflect that fact.

The Planning Commission may grant the requested rezoning under the Town Municipal Code 7-3-22(A) because all the criteria of that section of the Code will be met, i.e., the requested re-zoning:

(a) “is not adverse to the public health, safety and welfare”; and

(b) “is in substantial conformity with the Master Plan.”

There is nothing adverse to the public health, safety and welfare of rezoning Lot 110A-1 to “R” Low Density Residential in-line with the intent of the Conditional Ordinance 01-04.

The Town’s Master Plan shows our neighborhood, including both our lots, as part of a Single-Family Neighborhood, which by the definitions in the Master Plan, does not include commercial buildings. Re-zoning Lot 110A-1 to be “R” Low Density Residential supports what is depicted in the Master Plan in substantial conformity with the Master Plan.

An examination of the Town’s Master Plan Values shows that the rezoning request aligns with the many of the related Goals and Policies listed in the plan, especially those related to the Community Value 5, i.e., Well-Managed Growth.

The first goal mentioned under the Community Value of Well-Managed Growth is listed as:

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

The requested rezoning is aligned with several of the specific policies listed under this goal.

First, the **“POLICY GRO-1.5: Design of New Development. Ensure new development and infill/redevelopment is compatible with the surrounding area or neighborhood. . . .”** would be supported by the rezoning requested. The surrounding neighborhood is all zoned as “R” Low Density Residential. Granting our request to designate Lot 110A-1 as “R” Low Density Residential would ensure that any development on the lots is compatible with the surrounding area or neighborhood.

Additionally, the rezoning is aligned with **“POLICY GRO-1.7: Transitions. Provide clear guidance to developers to ensure smooth transitions and/or compatibility between distinct land uses (i.e., between industrial or commercial and residential, including areas with mixed uses) or development densities/intensities.”** Currently, Lot 110A’s zoning is governing by Conditional Ordinance 01-04, which allows for the construction of a Holistic Health Center or a Single-Family Residence, but gives no guidance or regulation about the development of such a center, or any guidance as to what would constitute a Holistic Health Center versus any other type of health center. Rezoning the lot to be “R” Low Density Residential would provide clear guidance to anyone who develops the land in the future and ensure “compatibility between distinct land uses” and “development densities” of the area.

Another goal listed in the Master Plan is **“GOAL GRO-2: Ensure public infrastructure, utilities, facilities, and services are sufficient to meet the needs of residents and businesses as the town grows.”** The Master Plan includes a policy to support this goal of **“POLICY GRO-2.3: Development Capacity. Monitor the Town’s capacity to support development based on existing infrastructure and facility capacity, population projections, and community desires.”**

Our rezoning request is in-line with this policy because, if granted, it will support less stress on the existing infrastructure and be in-line with community desires. If the lot is developed under the “R” Low Density Residential zoning designation rather than under a commercial zoning designation no additional public infrastructure, utilities, facilities, or services will be needed. Those currently in place are sufficient to meet the needs of residents under the requested zoning. Additionally, discussions with our neighbors and the HOA board confirmed our belief that our neighborhood community desires that our rezoning request be granted so that commercial development is not allowed on the lot.

The Town Master Plan also lists a goal of **“GOAL GRO-4: Develop a safe and efficient multi-modal transportation system, balancing the needs of all users.”** As part of this goal, the Town adopted a policy of **“POLICY GRO-4.2: Traffic Impacts of Development. Ensure that future development does not create traffic volumes or patterns that will create traffic hazards or interrupt traffic flow.”**

Our Solar Ranch neighborhood has unpaved streets and no sidewalks. We also have a large walking, running, and biking population. Some of this activity is on our neighborhood trails, but much of it takes place on the streets themselves. This is currently possible and safe because of the low volume of traffic in the neighborhood. If a Holistic Health Center were to be built on Lot 110-1, we would be concerned that the use of the center could lead to increased traffic volumes and would create traffic hazards in our neighborhood. Rezoning the lot to “R” Low Density Residential would ensure that future development on the lot does not create traffic volumes or patterns that will create traffic hazards.

Additional Enclosures

Enclosed in support of our request for a hearing on these matters, please find an approval letter for these requests from our HOA (**Enclosure 5**), the Planning Commission Hearing Request (**Enclosure 6**), and a check to the Town of Ridgway in the amount of \$750.00.

Thank you for your attention to this matter and for considering our request.

We remain grateful for the patient assistance of our new neighbors and the Town of Ridgway as we work to make necessary improvements to our home and properties!

Sincerely,



Susan and Michael Wilson

ENCLOSURE LIST

- Enclosure 1 – Evidence of Ownership of Lots 110A and 110B by the Applicant
- Enclosure 2 – AMENDED PLAT OF LOT 110, SOLAR RANCHES FILING NO. 2C, TOWN OF RIDGWAY, ACCORDING TO THE PLAT THEREOF RECORDED MAY 15, 2001 UNDER RECEPTION NO. 174776, COUNTY OF OURAY, STATE OF COLORADO
- Enclosure 3 – Improvement Survey Plat dated July 2021 as provided by Previous Owner of Lots 110A and 110B (updated as of September 2022 to add the Required Site Plan Items)
- Enclosure 4 – FINAL PLAT FOR WILSON SUBDIVISION, A REPLAT OF LOTS 110A AND LOT 110B, AMENDED LOT 110, OF SOLAR RANCHES, FILING NO. 2C, LOCATED WITHIN THE SW 1/4 OF SECTION 16 TOWNSHIP 45 NORTH, RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN, TOWN OF RIDGWAY, OURAY COUNTY, COLORADO
- Enclosure 5 – Approval Letter from HOA regarding the Proposed Replat
- Enclosure 6 – Planning Commission Hearing Request

Letter to Planning Commission

August 9, 2022

Enclosures

Enclosure 1

Evidence of Ownership of Lots 110A and 110B by the Applicant

Included in Enclosure 1, please find the following documents:

- 1) General Warranty Deed for Lots 110A and 110B recorded with Ouray County February 9, 2022, from Robert McKelvey and Karen McKelvey to Michael Len Wilson and Susan Carriere Wilson, trustees of the Wilson Living Trust dated December 5, 2017, and any amendments thereto ("Wilson Living Trust");
- 2) Certification of Trust for the Wilson Living Trust (with first page and title page of Trust Agreement included);
- 3) Deed of Trust to Wells Fargo dated February 9, 2022 from the Wilson Living Trust; and
- 4) Title Commitment on Lots 110A and 110B at the time of purchase by the Wilson Living Trust.

Letter to Planning Commission

August 9, 2022

Enclosures

Enclosure 2

AMENDED PLAT OF LOT 110, SOLAR RANCHES FILING NO. 2C, TOWN OF
RIDGWAY, ACCORDING TO THE PLAT THEREOF RECORDED MAY 15, 2001 UNDER
RECEPTION NO. 174776, COUNTY OF OURAY, STATE OF COLORADO

Letter to Planning Commission

August 9, 2022

Enclosures

Enclosure 3

**Improvement Survey Plat dated July 2021 as provided by Previous Owner of Lots 110A and 110B
(updated as of September 2022 to add the Required Site Plan Items)**

Letter to Planning Commission

August 9, 2022

Enclosures

Enclosure 4

FINAL PLAT FOR

WILSON SOLAR RANCH SUBDIVISION

**A REPLAT OF LOTS 110A AND LOT 110B, AMENDED PLAT OF LOT 110, OF SOLAR
RANCHES, FILING NO. 2C, LOCATED WITHIN THE SW 1/4 OF SECTION 16 TOWNSHIP 45
NORTH, RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN, TOWN OF RIDGWAY,
OURAY COUNTY, COLORADO**

Letter to Planning Commission

August 9, 2022

Enclosures

Enclosure 5

Approval Letter from HOA

Letter to Planning Commission

August 9, 2022

Enclosures

Enclosure 6

Planning Commission Hearing Request

Enclosure 1
Evidence of Ownership of Lots 110A and 110B by the Applicant

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State Documentary Fee
\$156.50 02-09-2022

231371
Page 1 of 3
Michelle Nauer, Clerk & Recorder
Ouray County, CO
02-09-2022 02:46 PM Recording Fee \$23.00



State Documentary Fee
Date: January 25, 2022
\$156.50

General Warranty Deed

(Pursuant to C.R.S. 38-30-113(1)(a))

Grantor(s), **ROBERT MCKELVEY, ALSO KNOWN AS ROBERT D. MCKELVEY AND KAREN MCKELVEY**, whose street address is **604 SABETA DRIVE, Ridgway, CO 81432**, City or Town of **Ridgway**, County of **Ouray** and State of **Colorado**, for the consideration of **(\$1,565,000.00) ***One Million Five Hundred Sixty Five Thousand and 00/100***** dollars, in hand paid, hereby sell(s) and convey(s) to **MICHAEL LEN WILSON AND SUSAN CARRIERE WILSON, TRUSTEES OF THE WILSON LIVING TRUST DATED DECEMBER 5, 2017, AND ANY AMENDMENTS THERETO**, whose street address is **9740 E 35TH AVE, Denver, CO 80238**, City or Town of **Denver**, County of **Denver** and State of **Colorado**, the following real property in the County of **Ouray** and State of **Colorado**, to wit:

LOTS 110A AND 110B, AMENDED PLAT OF LOT 110, SOLAR RANCES, FILING NO. 2C, TOWN OF RIDGWAY, ACCORDING TO THE PLAT THEREOF RECORDED MAY 15, 2001 UNDER RECEPTION NO. 174776, COUNTY OF OURAY, STATE OF COLORADO.

also known by street and number as: **604 SABETA DRIVE, RIDGWAY, CO 81432**

with all its appurtenances and warrant(s) the title to the same, subject to Statutory Exceptions.

Signed this day of **January 25, 2022**.

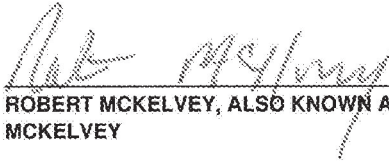
(SEE ATTACHED "SIGNATURE PAGE")

When recorded return to: **MICHAEL LEN WILSON AND SUSAN CARRIERE WILSON, TRUSTEES OF THE WILSON LIVING TRUST DATED DECEMBER 5, 2017, AND ANY AMENDMENTS THERETO**
9740 E 35TH AVE, Denver, CO 80238



Warranty Deed with Statutory Exceptions

SIGNATURE PAGE - Page 1 of 2



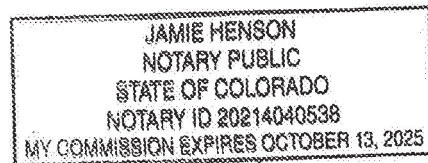
ROBERT MCKELVEY, ALSO KNOWN AS ROBERT D.
MCKELVEY

State of Colorado)
County of Orange) ss.
)

The foregoing instrument was acknowledged before me on this day of January 25th, 2022 by ROBERT MCKELVEY, ALSO KNOWN AS ROBERT D. MCKELVEY

Witness my hand and official seal

My Commission expires: 10/13/25 _____
Notary Public



Warranty Deed with Statutory Exceptions

SIGNATURE PAGE - Page 2 of 2

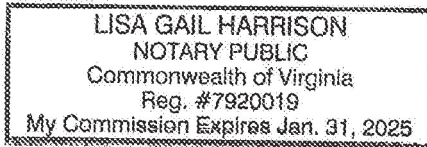
Karen McKelvey
KAREN MCKELVEY

State of Virginia)
County of Franklin)ss.
)

The foregoing instrument was acknowledged before me on this day of January 25th, 2022 by KAREN MCKELVEY

Witness my hand and official seal

My Commission expires: 01/31/2025 Lisa G. Harrison
Notary Public



CERTIFICATION OF TRUST

To: Town of Ridgway and its Planning Commission (collectively, the "Town")

The undersigned make(s) the following declarations on behalf of the Trust (as defined below) to the Town:

1. Trust Name. The complete name of the Trust is "Michael Len Wilson and Susan Carriere Wilson, Trustees, of the Wilson Living Trust dated December 5, 2017, and any amendments thereto" (the "Trust").

2. Trustees. The following are all of the duly appointed and acting trustees (the "Trustees") of the Trust. The address of each Trustee is listed below each name.

Michael Len Wilson
604 Sabeta Drive
Ridgway, CO 81432

Susan Carriere Wilson
604 Sabeta Drive
Ridgway, CO 81432

3. Trust Agreement. The Trust is evidenced by that certain Trust Agreement executed on December 5, 2017 (the "Trust Agreement"). The Trust Agreement is still in full force and effect and has not been amended, altered, revoked or terminated in any way.

4. Grantor(s). The full name of each Grantor (sometimes referred to as a "Settlor" or a "Trustor") of the Trust are: Michael Len Wilson and Susan Carriere Wilson.

5. Revocability. The Trust is currently revocable. The people holding the power to revoke the trust are: Michael Len Wilson And Susan Carriere Wilson.


6. Title to Trust Property. Title to trust property may be taken in the following name: Wilson Living Trust dated December 5, 2017.

7. Power of Trustees; Signing Authority. The Trustees are duly authorized under the terms of the Trust Agreement to own real estate and transact related business. The documentation for any just ownership or transaction may be signed any one of the Trustees.

8. Accuracy of this Certificate. The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this certificate of trust to be incorrect.

9. Tax Identification Number (TIN). This is a grantor trust for income tax purposes and does not have a TIN. All tax reporting is done under Susan Carriere Wilson's social security number.

Executed on Aug 8, 2022.


Michael Len Wilson, trustee


Susan Carriere Wilson, trustee

Wilson Living Trust

Article One Establishing Our Trust

The parties to this trust are Michael Len Wilson and Susan Carriere Wilson (the *Grantors*) and Michael Len Wilson and Susan Carriere Wilson (collectively, our *Trustee*).

We intend to create a valid trust under the laws of Colorado and under the laws of any state in which any trust created under this trust document is administered. The terms of this trust prevail over any provision of Colorado law, except those provisions that are mandatory and may not be waived.

Section 1.01 Identifying Our Trust

For convenience, our trust may be referred to as:

“Wilson Living Trust dated December 5, 2017.”

To the extent practicable, for the purpose of transferring property to our trust or identifying our trust in any beneficiary or pay-on-death designation, our trust should be identified as:

“Michael Len Wilson and Susan Carriere Wilson, Trustees, of the Wilson Living Trust dated December 5, 2017, and any amendments thereto.”

For all purposes concerning the identity of our trust or any property titled in or payable to our trust, any description referring to our trust will be effective if it reasonably identifies our trust and indicates that the trust property is held in a fiduciary capacity.

Section 1.02 Reliance by Third Parties

Third parties may require documentation to verify the existence of this trust, or particular provisions of it, including the name of our Trustee or the powers held by our Trustee. To protect the confidentiality of this instrument, our Trustee may use an affidavit or a certification of trust that identifies our Trustee and sets forth the authority of our Trustee to transact business on behalf of our trust instead of providing a copy of this instrument. The affidavit or certification may include pertinent pages from this instrument, including title or signature pages.

A third party may rely upon an affidavit or certification of trust that is signed by our Trustee with respect to the representations contained in it. A third party relying upon an affidavit or certification of trust will be exonerated from any liability for actions the third party takes or does not take in reliance upon the representations contained in the affidavit or certification of trust.

A third party dealing with our Trustee will not be required to inquire into this trust’s terms or the authority of our Trustee, or to see to the application of funds or other property received by our Trustee. Our Trustee’s receipt of any money or property paid, transferred, or delivered to our Trustee will be a sufficient discharge to the third party from all liability

We have executed this trust on December 5, 2017. This trust instrument is effective when signed by us, whether or not now signed by a Trustee.

Michael L Wilson
Michael Len Wilson, Grantor and Trustee

Susan Carriere Wilson
Susan Carriere Wilson, Grantor and Trustee

STATE OF COLORADO

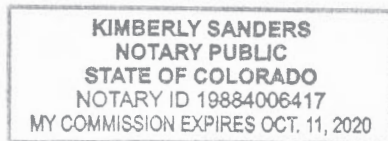
)

) ss.

COUNTY OF DENVER

)

This instrument was acknowledged before me on December 5, 2017, by Michael Len Wilson, as Grantor and as Trustee and Susan Carriere Wilson, as Grantor and as Trustee.



Kimberly Sanders
Notary Public

My commission expires: 10/11/2020

Return To: Wells Fargo Bank, N.A.
FINAL DOCS F0012-01B
6200 PARK AVE
DES MOINES, IA 50321

Prepared By: Catherine E Brown
1801 PARK VIEW DR
FLOOR 1
SHOREVIEW, MN 55126-5030



85007700

Deed of Trust

Definitions. Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "*Security Instrument*" means this document, which is dated February 8, 2022, together with all Riders to this document.

(B) "*Borrower*" is Michael Len Wilson and Susan Carriere Wilson, Trustees of the Wilson Living Trust dated December 5, 2017, and any amendments thereto. Borrower is the trustor under this Security Instrument.

(C) "*Lender*" is Wells Fargo Bank, N.A.. Lender is a corporation organized and existing under the laws of United States of America. Lender's address is 101 North Phillips Avenue, Sioux Falls, SD 57104. Lender is the beneficiary under this Security Instrument.

(D) "*Trustee*" is the Public Trustee of Ouray County, Colorado.

(E) "*Note*" means the promissory note signed by Borrower and dated February 8, 2022. The Note states that Borrower owes Lender one million one hundred seventy three thousand seven hundred fifty and 00/100 Dollars (U.S. \$1,173,750.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 1, 2052.

(F) "*Property*" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "*Loan*" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "*Riders*" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input checked="" type="checkbox"/> Other(s) [specify]
Trust Rider |



(I) "*Applicable Law*" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "*Community Association Dues, Fees, and Assessments*" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "*Electronic Funds Transfer*" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "*Escrow Items*" means those items that are described in Section 3.

(M) "*Miscellaneous Proceeds*" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "*Mortgage Insurance*" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "*Periodic Payment*" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "*RESPA*" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, RESPA refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "*Successor in Interest of Borrower*" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

Transfer of Rights in the Property. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County [Type of Recording Jurisdiction] of Ouray [Name of Recording Jurisdiction]: SEE ATTACHED LEGAL DESCRIPTION

Parcel ID Number: 110B; 110; R005148; R005149 which currently has the address of 604 Sabeta DR [Street] Ridgway [City], Colorado 81432-9361 [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.



Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record and liens for taxes for the current year not yet due and payable.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b)



leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.



Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that



such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument



(such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These



agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(A) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(B) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in



writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition



on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.



If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline,



kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in Section 15. Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by Applicable Law and shall mail copies of the notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and



place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's certificate describing the Property and the time the purchaser will be entitled to Trustee's deed. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall produce for Trustee, duly canceled, all notes evidencing debts secured by this Security Instrument. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recordation costs and the statutory Trustee's fees.

24. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Trustee

Michael Len Wilson, Trustee of the 2/8/22
Wilson Living Trust under trust Date
instrument dated December 5, 2017.

Seal

Susan Carriere Wilson, Trustee of 2/8/22
the Wilson Living Trust under trust Date
instrument dated December 5, 2017.

Seal

BY SIGNING BELOW, Settlor, of the Wilson Living Trust under trust instrument dated December 5, 2017, agrees that the term Borrower when used in this Security Instrument shall include Settlor, and the Settlor acknowledges and agrees to be bound by all of the terms and covenants contained in this Security Instrument and any Riders to this Security Instrument.

Settlor

Michael Len Wilson 2/8/22
Michael Len Wilson Date
Seal



BY SIGNING BELOW, Settlor, of the Wilson Living Trust under trust instrument dated December 5, 2017, agrees that the term Borrower when used in this Security Instrument shall include Settlor, and the Settlor acknowledges and agrees to be bound by all of the terms and covenants contained in this Security Instrument and any Riders to this Security Instrument.

Settlor

Susan Carriere Wilson 2/8/22
 Susan Carriere Wilson Date
 Seal

Acknowledgment

State of Colorado

County of Denver

This record was acknowledged before me on 2/8/22 by
Susan Carriere Wilson and Michael Len
Wilson, Trustees of the Wilson Living Trust

[Signature]
 Signature of Notarial Officer
 Title of Notarial Officer: Notary Public
 My commission expires: 3/14/22

Loan Origination Organization: Wells Fargo
 Bank N.A.

NMLSR ID: 399801

Loan Originator: PAUL JOHN STINSON

NMLSR ID: 673362

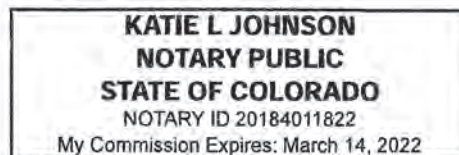


Exhibit A

Escrow No. 85007702

LOTS 110A AND 110B, AMENDED PLAT OF LOT 110, SOLAR RANCES, FILING NO. 2C, TOWN OF RIDGWAY, ACCORDING TO THE PLAT THEREOF RECORDED MAY 15, 2001 UNDER RECEPTION NO. 174776, COUNTY OF OURAY, STATE OF COLORADO.

Endorsement
Our Order No. 85007702

The Company hereby assures the Proposed Insured listed in Schedule A of the commitment, that according to the office of the clerk and recorder in which the property is situated, there have been no deeds, other than the deed(s) which vests fee simple ownership to the owner(s) stated in Schedule A of the commitment, conveying the land described in this commitment within a period of 24 month(s) prior to the Commitment Date, except as follows:

none

This endorsement is made a part of the commitment and is subject to all the terms and provisions thereof and any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the commitment and any prior endorsement, nor does it extend the effective date of the commitment and any prior endorsement, nor does it increase the Policy amount thereof.

Certified Through January 24, 2022

CERTIFICATE OF TAXES DUE

Account Number R005148
Parcel 430516321001
Assessed To
MCKELVEY ROBERT
604 SABETA DR
RIDGWAY, CO 81432

Certificate Number 2021-004340
Order Number
Vendor ID LAND_TITLE
JEANNE BOOTS
1561 OXBOW DRIVE
SUITE 2
MONTROSE, CO 81401

Legal Description

Subd: LOT 110 SOLAR RANCHES #2C AMENDED Lot: 110A Subd: SOLAR RANCHES #2C Lot: 110 (USED FOR SEARCH PURPOSES ONLY-NOT PART OF CURRENT LEGAL DESCRIPTION)
S: 16 T: 45 R: 8

Situs Address

TBD SABETA DR Ridgway

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2020	\$2,923.76	\$0.00	\$0.00	(\$2,923.76)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 12/14/2021					\$0.00

Tax Billed at 2020 Rates for Tax Area 201 - 201 - 201

Authority	Mill Levy	Amount	Values	Actual	Assessed
OURAY COUNTY (GENERAL FUND)	9.1410000	\$455.57	VACANT- RESIDENTIAL LOTS	\$170,000	\$49,300
OURAY COUNTY (ROAD & BRIDGE)	1.5110000	\$75.31			
OURAY COUNTY (SOCIAL SERVIC	0.5560000	\$27.71	COM-NON RESIDENTIAL- IMPROVEMENTS	\$1,870	\$540
SCHOOL DISTRICT R-2 (RIDGWA	13.1690000	\$656.34			
SCHOOL DISTRICT R-2 BOND (R	7.4530000	\$371.46	Total	\$171,870	\$49,840
TOWN OF RIDGWAY	8.6510000	\$431.17			
DALLAS PARK CEMETERY DISTRI	0.2050000	\$10.22			
COLORADO RIVER WATER CONSER	0.5020000	\$25.02			
RIDGWAY FIRE PROTECTION DIS	3.5910000	\$178.98			
TRI-COUNTY WATER CONSERVANC	1.9060000*	\$94.99			
RIDGWAY LIBRARY DISTRICT	2.8260000	\$140.85			
REGIONAL SERVICE AUTHORITY	0.3750000	\$18.69			
SCHOOL DISTRICT R-2 SALARIE	6.1450000	\$306.27			
OURAY COUNTY (EMS FUND)	2.0150000	\$100.43			
TOWN OF RIDGWAY RAMP BOND	0.6170000	\$30.75			
Taxes Billed 2020	58.6630000	\$2,923.76			
* Credit Levy					

ALL TAX LIEN SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRAINT WARRANT FEES. CHANGES MAY OCCUR AND THE TREASURER'S OFFICE WILL NEED TO BE CONTACTED PRIOR TO REMITTANCE AFTER THE FOLLOWING DATES: PERSONAL PROPERTY AND MOBILE HOMES - SEPTEMBER 1, REAL PROPERTY - OCTOBER 1. **TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIERS CHECK.**

SPECIAL TAXING DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE ON FILE WITH THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK, OR THE COUNTY ASSESSOR.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.

CERTIFICATE OF TAXES DUE

Ouray County Treasurer, Jill Mihelich, BY
P.O. Box 149
541 4th St
Ouray, CO 81427-0149
(970) 325-4487



CERTIFICATE OF TAXES DUE

Account Number R005149

Parcel 430516321002

Assessed To

MCKELVEY KAREN
604 SABETA DRIVE
RIDGWAY, CO 81432

Certificate Number 2022-004385

Order Number

Vendor ID LAND_TITLE

JEANNE BOOTS
1561 OXBOW DRIVE
SUITE 2
MONTROSE, CO 81401

Legal Description

Subd: LOT 110 SOLAR RANCHES #2C AMENDED Lot: 110B Subd: SOLAR RANCHES #2C Lot: 110 (USED FOR SEARCH PURPOSES ONLY-NOT PART OF CURRENT LEGAL DESCRIPTION)
S: 16 T: 45 R: 8

Situs Address

604 SABETA DR Ridgway

Year	Tax	Adjustments	Interest	Fees	Payments	Balance
Tax Charge						
2021	\$0.00	\$4,726.22	\$0.00	\$0.00	\$0.00	\$4,726.22
Total Tax Charge						\$4,726.22
Grand Total Due as of 01/18/2022						\$4,726.22

Tax Billed at 2021 Rates for Tax Area 201 - 201 - 201

Authority	Mill Levy	Amount	Values	Actual	Assessed
OURAY COUNTY (GENERAL FUND)	9.0930000	\$684.51	RES-SINGLE FAMILY RESIDENCE-LAND	\$181,000	\$12,940
OURAY COUNTY (ROAD & BRIDGE)	1.5030000	\$113.15			
OURAY COUNTY (SOCIAL SERVIC	0.5530000	\$41.63	RES-SINGLE FAMILY RESIDENCE-IMPROVEMENTS	\$871,890	\$62,340
SCHOOL DISTRICT R-2 (RIDGWA	13.9620000	\$1,051.06			
SCHOOL DISTRICT R-2 BOND (R	7.4530000	\$561.06	Total	\$1,052,890	\$75,280
TOWN OF RIDGWAY	8.6510000	\$651.25			
DALLAS PARK CEMETERY DISTRI	0.2030000	\$15.28			
COLORADO RIVER DISTRICT	0.5010000	\$37.72			
RIDGWAY FIRE PROTECTION DIS	3.5910000	\$270.33			
TRI-COUNTY WATER CONSERVANC	1.8800000*	\$141.53			
RIDGWAY LIBRARY DISTRICT	2.8040000	\$211.08			
REGIONAL SERVICE AUTHORITY	0.3750000	\$28.23			
SCHOOL DISTRICT R-2 SALARIE	10.2090000	\$768.53			
OURAY COUNTY (EMS FUND)	2.0040000	\$150.86			
Taxes Billed 2021	62.7820000	\$4,726.22			

* Credit Levy

ALL TAX LIEN SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRAINT WARRANT FEES. CHANGES MAY OCCUR AND THE TREASURER'S OFFICE WILL NEED TO BE CONTACTED PRIOR TO REMITTANCE AFTER THE FOLLOWING DATES: PERSONAL PROPERTY AND MOBILE HOMES - SEPTEMBER 1, REAL PROPERTY - OCTOBER 1. **TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIERS CHECK.**

SPECIAL TAXING DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE ON FILE WITH THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK, OR THE COUNTY ASSESSOR.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.

CERTIFICATE OF TAXES DUE

Ouray County Treasurer, Jill Mihelich, BY
P.O. Box 149
541 4th St
Ouray, CO 81427-0149
(970) 325-4487





Land Title Guarantee Company Customer Distribution



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **OU85007702-6**

Date: **01/27/2022**

Property Address: **604 SABETA DRIVE, RIDGWAY, CO 81432**

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

For Closing Assistance

Sherri Tompkins
218 SHERMAN
RIDGWAY, CO 81432
PO BOX 276
(970) 248-3895 (Work)
(800) 830-1774 (Work Fax)
stompkins@ltgc.com
Contact License: CO567893
Company License: CO44565

Closing Associate

Beth Perkovich
218 SHERMAN
RIDGWAY, CO 81432
PO BOX 276
(970) 626-3157 (Work)
(877) 346-4104 (Work Fax)
bperkovich@ltgc.com
Contact License: CO495682
Company License: CO44565

Closing Processor

Jamie Henson
218 SHERMAN
RIDGWAY, CO 81432
PO BOX 276
(970) 626-3157 (Work)
(877) 346-4104 (Work Fax)
jhenson@ltgc.com
Contact License: CO497677
Company License: CO44565

For Title Assistance

Land Title Ouray County Title Team
218 SHERMAN
RIDGWAY, CO 81432
PO BOX 276
(970) 626-7001 (Work)
(877) 375-5025 (Work Fax)
ourayresponse@ltgc.com

Buyer/Borrower

MICHAEL LEN WILSON AND SUSAN CARRIERE
WILSON, TRUSTEES OF THE WILSON LIVING TRUST
DATED DECEMBER 5, 2017, AND ANY AMENDMENTS
THERE TO
Attention: MICHAEL LEN WILSON
Delivered via: Electronic Mail

Agent for Seller

UNITED COUNTRY SNEFFELS REALTY LLC
Attention: TODD SCHROEDEL
Delivered via: Electronic Mail

Seller/Owner

ROBERT MCKELVEY, ALSO KNOWN AS ROBERT D.
MCKELVEY AND KAREN MCKELVEY
Delivered via: US Postal Service

Lender - New Loan

WELLS FARGO BANK N.A.
Attention: WELLS FARGO TITLE ORDER
wellsfargotitleorder@wellsfargo.com
Delivered via: Electronic Mail

Agent for Buyer

RIDGWAY REAL ESTATE CORP
Attention: NINAH HUNTER
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **OU85007702-6**

Date: **01/27/2022**

Property Address: **604 SABETA DRIVE, RIDGWAY, CO 81432**

Parties: **MICHAEL LEN WILSON AND SUSAN CARRIERE WILSON, TRUSTEES OF THE WILSON LIVING TRUST DATED DECEMBER 5, 2017, AND ANY AMENDMENTS THERETO
ROBERT MCKELVEY, ALSO KNOWN AS ROBERT D. MCKELVEY AND KAREN MCKELVEY**

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title insurance Fees	
Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land)	\$3,478.00
"ALTA" Loan Policy 06-17-06 Bundled Purchase Loan Rate	\$825.00
Endorsement ALTA 8.1-06	\$0.00
Endorsement 100-06	\$0.00
Endorsement C-1 (Issued with Commitment)	\$0.00
Tax Certificate	\$0.00
Total \$4,303.00	
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

[Ouray county recorded 06/09/2004 under reception no. 184867](#)

[Ouray county recorded 01/21/2003 under reception no. 179839](#)

[Ouray county recorded 09/24/2001 under reception no. 175767](#)

Plat Map(s):

[Ouray county recorded 05/15/2001 under reception no. 174776](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: OU85007702-6

Customer Ref-Loan No.: 0577824469

Property Address:

604 SABETA DRIVE, RIDGWAY, CO 81432

1. Effective Date:

01/24/2022 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land) \$1,565,000.00

Proposed Insured:

MICHAEL LEN WILSON AND SUSAN CARRIERE WILSON,
TRUSTEES OF THE WILSON LIVING TRUST DATED
DECEMBER 5, 2017, AND ANY AMENDMENTS THERETO

"ALTA" Loan Policy 06-17-06 Bundled Purchase Loan Rate \$1,173,750.00

Proposed Insured:

WELLS FARGO BANK, N.A., ITS SUCCESSORS AND/OR
ASSIGNS

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

ROBERT MCKELVEY, ALSO KNOWN AS ROBERT D. MCKELVEY AND KAREN MCKELVEY

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

LOTS 110A AND 110B, AMENDED PLAT OF LOT 110, SOLAR RANCES, FILING NO. 2C, TOWN OF
RIDGWAY, ACCORDING TO THE PLAT THEREOF RECORDED MAY 15, 2001 UNDER RECEPTION NO.
[174776](#),
COUNTY OF OURAY, STATE OF COLORADO.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: OU85007702-6

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. (THIS ITEM WAS INTENTIONALLY DELETED)
2. (THIS ITEM WAS INTENTIONALLY DELETED)
(THIS ITEM WAS INTENTIONALLY DELETED)
3. (THIS ITEM WAS INTENTIONALLY DELETED)
(THIS ITEM WAS INTENTIONALLY DELETED)
4. RELEASE OF DEED OF TRUST DATED NOVEMBER 23, 2021 FROM ROBERT MCKELVEY, ALSO KNOWN AS ROBERT D. MCKELVEY AND KAREN MCKELVEY TO THE PUBLIC TRUSTEE OF OURAY COUNTY FOR THE USE OF U.S. BANK NATIONAL ASSOCIATION TO SECURE THE SUM OF \$677,000.00 RECORDED DECEMBER 06, 2021, UNDER RECEPTION NO. [230875](#).
5. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF THE WILSON LIVING TRUST DATED DECEMBER 5, 2017 AS A TRUST. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE TRUST WAS CREATED, THE MAILING ADDRESS OF THE TRUST, THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE TRUST AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

NOTE: THE TRUST AGREEMENT FOR THE WILSON LIVING TRUST DATED DECEMBER 5, 2017 DISCLOSES MICHAEL LEN WILSON AND SUSAN CARRIERE WILSON (EITHER CAN SIGN) AS THE TRUSTEES AUTHORIZED TO EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.
6. WARRANTY DEED FROM ROBERT MCKELVEY, ALSO KNOWN AS ROBERT D. MCKELVEY AND KAREN MCKELVEY TO MICHAEL LEN WILSON AND SUSAN CARRIERE WILSON, TRUSTEES OF THE WILSON LIVING TRUST DATED DECEMBER 5, 2017, AND ANY AMENDMENTS THERETO CONVEYING SUBJECT PROPERTY.
7. DEED OF TRUST FROM MICHAEL LEN WILSON AND SUSAN CARRIERE WILSON, TRUSTEES OF THE WILSON LIVING TRUST DATED DECEMBER 5, 2017, AND ANY AMENDMENTS THERETO TO THE PUBLIC TRUSTEE OF OURAY COUNTY FOR THE USE OF WELLS FARGO BANK, N.A. TO SECURE THE SUM OF \$1,173,750.00.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: OU85007702-6

All of the following Requirements must be met:

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED:

A. UPON RECEIPT BY THE COMPANY OF A SATISFACTORY FINAL AFFIDAVIT AND AGREEMENT FROM THE SELLER AND PROPOSED INSURED, ITEMS 1-4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED. ANY ADVERSE MATTERS DISCLOSED BY THE FINAL AFFIDAVIT AND AGREEMENT WILL BE ADDED AS EXCEPTIONS.

B. IF LAND TITLE GUARANTEE CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTIONS AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH, ITEM NO. 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED.

C. UPON RECEIPT OF PROOF OF PAYMENT OF ALL PRIOR YEARS' TAXES AND ASSESSMENTS, ITEM NO. 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2021 AND SUBSEQUENT YEARS.

NOTE: ITEMS 1-3 OF THE PRE-PRINTED EXCEPTIONS ARE HEREBY DELETED FROM THE MORTGAGEE'S POLICY. ITEM 4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED UPON RECEIPT OF A SATISFACTORY LIEN AFFIDAVIT.

NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN THE LIEN AFFIDAVIT AT CLOSING.

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

Order Number: OU85007702-6

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.

The Owner's Extended Coverage Policy will automatically increase coverage by 10 percent on each of the first five anniversaries of the policy date, at no additional charge.

8. VESTED AND ACCRUED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING, OR OTHER PURPOSES, AND RIGHTS TO DITCHES AND RESERVOIRS USED IN CONNECTION WITH SUCH WATER RIGHTS, ALSO SUBJECT TO THE RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO INTERSECT THE PREMISES HEREBY GRANTED IN UNITED STATES PATENT RECORDED FEBRUARY 24, 1903 IN BOOK 64 AT PAGE [56](#).
9. RESERVATION OF ONE-HALF OF ALL OIL, GAS AND MINERAL RIGHTS, RESERVED BY ROBERT LUNDGREN AND MABEL S. LUNDGREN IN DEED RECORDED JANUARY 18, 1962 IN BOOK 162 AT PAGE [231](#).
10. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF FILING NO. 2C SOLAR RANCHES RECORDED JANUARY 17, 1994 UNDER RECEPTION NO. [155511](#); AND THE AMENDED PLAT OF LOT 110, SOLAR RANCES, FILING NO. 2C, TOWN OF RIDGWAY, RECORDED MAY 15, 2001 UNDER RECEPTION NO. [174776](#).

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

Order Number: OU85007702-6

11. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF SOLAR RANCHES RECORDED JULY 21, 1993 IN BOOK 227 AT PAGE [222](#); AND IN FIRST ANNEXATION OF ADDITIONAL LAND RECORDED JANUARY 27, 1994 IN BOOK 227 AT PAGE [764](#); AND IN RESOLUTION OF SOLAR RANCH HOMEOWNERS ASSOCIATION TO MODIFY THE DECLARATION RECORDED MAY 25, 2001 AT RECEPTION NO. [174848](#) AND AT RECEPTION NO. [174849](#); AND IN AMENDMENT RECORDED MARCH 27, 2002 UNDER RECEPTION NO. [177317](#).
12. TERMS, CONDITIONS AND PROVISIONS OF AMENDMENT OF SUBDIVISION PLAT AND PLANNED UNIT DEVELOPMENT PLAN FOR SOLAR RANCHES 2C RECORDED DECEMBER 27, 1994 IN BOOK 230 AT PAGE [709](#).
13. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 1997-039 REGARDING NOXIOUS WEEDS RECORDED AUGUST 08, 1997 AT RECEPTION NO. [164857](#).



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY,
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By



President

Attest



Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Enclosure 2

AMENDED PLAT OF LOT 110, SOLAR RANCHES FILING NO. 2C, TOWN OF
RIDGWAY, ACCORDING TO THE PLAT THEREOF RECORDED MAY 15, 2001 UNDER
RECEPTION NO. 174776, COUNTY OF OURAY, STATE OF COLORADO

LAND SURVEYOR'S CERTIFICATE

I, J. David Foley, being a Registered Land Surveyor in the State of Colorado, do hereby certify that this plat and survey of AMENDED PLAT OF LOT 110, SOLAR RANCHES, FILING NO. 2C, TOWN OF RIDGWAY was made by me and under my responsible charge and supervision and that both are accurate to the best of my knowledge. I further certify that all monuments and markers were actually set as shown hereon and that this plat complies with Articles 50 and 51 of Title 38, C.R.S.

Dated this 20th day of April, 2001

J. David Foley, PS 24954

NOTES

1. Easement research by Attorney's Title Agency, Inc., Commitment No. RES94-00.072, dated December 11, 2000 at 9:00 A.M.

2. NOTES OF CLARIFICATION

a. The Configuration of the following lots, tracts, and right-of-way have been modified by this plat:
None

b. The following lots have been created by this plat:
110A, 110B, 110C

c. The following lots have been deleted by this plat:
110

3. BASIS OF BEARINGS. The bearing on the easterly boundary of Lot 110 assumed as the record bearing of N 07°22'45" W, according to the plat of Solar Ranches, Filing No. 2C recorded at Reception No. 155511.

4. NOTICE. According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

ATTORNEY'S OPINION

I, Andrew A. Mueller, being an Attorney-at-Law duly licensed to practice before the Courts of record in the State of Colorado, and representing the Owner(s), do hereby certify that I have examined the title to all lands herein dedicated and shown upon this plat and that title to such lands is in the dedication free and clear of all liens, taxes, and encumbrances, except as follows: (Reservation of One-half of all oil, gas, and mineral rights, recorded in Book 162 at Page 251.

Dated this 20th day of April, A.D. 2001

Attorney-at-Law, Colo. Reg. No. 46376

PLANNING COMMISSION APPROVAL

The Planning Commission of Ridgway, Colorado did hereby authorize and approve this plat of the above subdivision at a meeting held on the 24th day of April, A.D. 2001.

Chairperson

APPROVAL BY TOWN

The within plat of AMENDED PLAT OF LOT 110, SOLAR RANCHES, FILING NO. 2C, TOWN OF RIDGWAY, is authorized and approved for filing this 15th day of April, 2001.

Town of Ridgway

By: Patricia Willis

Mayer

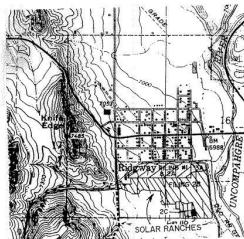
ATTEST: Tom Kraft

Clerk

Approved for Recording this 7 of MAY, 2001

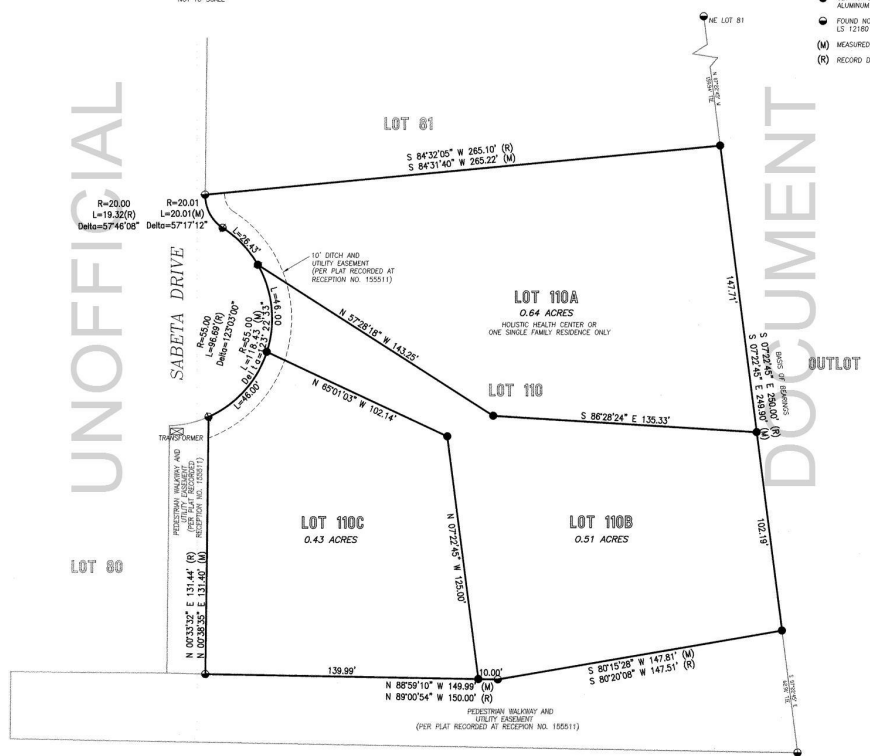
By: John R. Kraft

Town Attorney



Vicinity Map

NOT TO SCALE



SCALE: 1" = 30'

- SET NO. 5 REBAR AND 1 1/2" ALUMINUM CAP LS 24954
- FOUND NO. 5 REBAR AND CAP LS 12180
- (M) MEASURED DATA
- (R) RECORD DATA

DEDICATION

Know all persons by these presents: Thomas G. Ritzma, Manager being the owner of the land described as follows:

Lot 110, Solar Ranches Filing No. 2C, a Re-Subdivision of Outlot A, Savath Subdivision, according to the recorded plat filed 1-17-94 at Reception No. 155511, and Amendment to plat and 06-14-99 at Reception No. 169851, Town of Ridgway, County of Ouray, State of Colorado.

under the name of AMENDED PLAT OF LOT 110, SOLAR RANCHES, FILING NO. 2C, TOWN OF RIDGWAY, has laid out, platted and subdivided same as shown on this plat, and hereby dedicates, grants and conveys the utility easement shown hereon to the Town of Ridgway for Town and public utilities including water, sewer, power, telephone, CATV and drainage.

In witness hereof the said owner has caused his name to be here unto subscribed this 15th day of April, 2001.

T.G.R., LLC

By: Thomas G. Ritzma, Manager

NOTARIAL

State of Colorado,)
County of Ouray) ss

The foregoing instrument was acknowledged before me this 15th day of April, 2001.

My commission expires 7-27-04
Witness my hand and official seal.

Notary Public

PLANNED UNIT DEVELOPMENT PLAN RES

This final subdivision plat constitutes a final Planned Unit Plan and is a portion of the overall preliminary Plan Unit for Solar Ranches, Filing 2C. The property shown hereon the following terms, conditions and limits:

1. The use of the numbered lots shown hereon is restricted single-family residences except as otherwise specifically in 2. There shall be a minimum of 15.5 feet, side to side, separation.
3. No building shall exceed two stories or 27 feet in height.
4. All pedestrian walkways are subject to utility easements conveyed to the Town of Ridgway.
5. The maintenance of all walkway areas as shown on this plat and the plat of Solar Ranches Filing No. 2C shall be the joint and several responsibility of the owners of the lots which may be performed by an Owners Association.
6. All walkway areas are not maintained in accordance with as approved by the Town, as set out in the Declaration of Covenants, Conditions and Restrictions of Solar Ranches. A Planned Unit Development, Ouray County, Colorado record contemporaneously herewith in the Ouray County Records, shall have the right to cause the necessary maintenance and assess the costs thereof to the owners of the said lots. Any such assessments which remain unpaid shall be the property and the Town may file a notice of such lien County Clerk and Recorder's Office, which lien may be for any lawful manner. The Town may also certify unpaid assessments the Ouray County Treasurer for collection as a delinquent manner similar to the collection of general property taxes, the Town may enforce compliance with the provisions of the Planned Unit Development Plan in accordance with Town ordinances.
7. All outdoor lighting fixtures shall comply with Town regulations.

COUNTY TREASURER'S CERTIFICATE

I certify that according to the records in the Ouray County Treasurer's Office, there are no liens against the property included in the subdivision, or any part thereof, for unpaid State, county or municipal ad valorem taxes or special assessments certified to the County Treasurer for collection.

Thomas M. Ritzma 5/16/01
County Treasurer Date

OURAY COUNTY CLERK'S ACCEPTANCE

This plat was accepted for filing in the office of the Clerk and Recorder of Ouray County, Colorado on this 15th day of April, 2001 at Reception Number 171716 Time 4:00 PM.

Michelle Olsen
County Clerk and Recorder BY: Thomas M. Ritzma

AMENDED PLAT OF LOT 110, SOLAR RANCHES, FILING NO. 2C, TOWN OF RIDGWAY
LOCATED WITHIN THE SW1/4 OF SECTION 16, T.45N., R.8W., N.M.P.M., OURAY COUNTY, COLORADO

Project Mgr. DF	Rev	06/27/2001	SSR	101
Technician: BB				
Checked by:				
Start date: 3-5-01				

FOLEY ASSOCIATES, INC.
ASSISTING PLANNING ENGINEERS
Drawing path: K:\JOBS\01015\regul.dwg

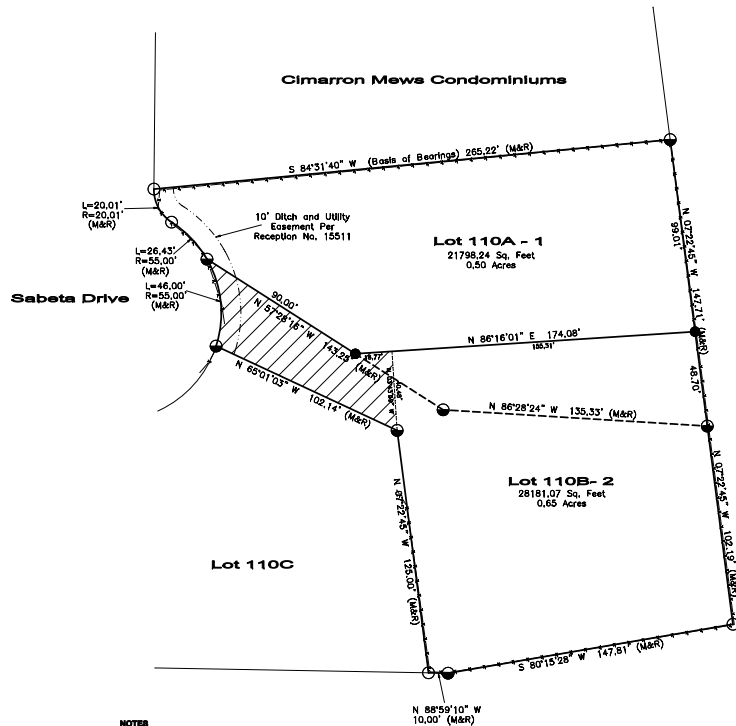
970-728-6153 970-728-
P.O. BOX 1385
125 W. PACIFIC, SUITE
TELLURIDE, COLORADO

Sheet 1 of 1

Enclosure 4

**FINAL PLAT FOR
WILSON SOLAR RANCH SUBDIVISION
A REPLAT OF LOTS 110A AND LOT 110B, AMENDED PLAT OF LOT 110, OF SOLAR
RANCHES, FILING NO. 2C, LOCATED WITHIN THE SW 1/4 OF SECTION 16 TOWNSHIP
45 NORTH, RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN, TOWN OF
RIDGWAY, OURAY COUNTY, COLORADO**

Wilson Solar Ranch Subdivision
A Replat of Lot 110A and 110B, Amended Plat of Lot 110, Solar Ranches, Filing No. 2C
Located in the Southwest 1/4 of Section 16, Township 45 North, Range 8 West, NMPM
Town of Ridgway, County of Ouray, State of Colorado

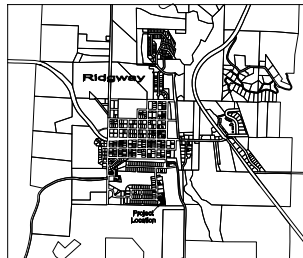
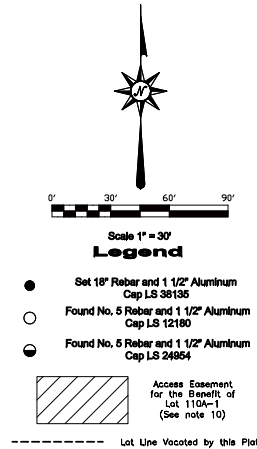


NOTES

1. All construction will conform with Ridgway Municipal Code.
2. Outdoor Lighting: All outdoor lighting shall conform to Ridgway Municipal Code Section 8-2 "Outdoor Lighting regulations", as may be amended.
3. The maximum number of dwelling units allowed is one per lot for which the applicable excise tax has been paid. If any additional units are added the excise tax for each unit shall be due with the building permit or upon any further subdivision.
4. The property platting hereby is subject to the plat rules as recorded in AMENDED PLAT OF LOT 110, SOLAR RANCHES, FILING NO. 2C as recorded in the Ouray County Records at Reception No. 174778, and FILING NO. 2C SOLAR RANCHES, A PLANNED UNIT DEVELOPMENT as recorded in the Ouray County Records at Reception No. 155511.
5. The property platting hereon is subject to the prior easements as shown hereon.
6. Easements for utilities shall include a blanket utility easement over and across all lots.
7. BASIS OF BEARINGS: The north line of LOT 110A, AMENDED PLAT OF LOT 110, SOLAR RANCHES, FILING NO. 2C, TOWN OF RIDGWAY, COLORADO per the plat recorded at reception No. 174778 in the office of the Ouray County Clerk and Recorder is recorded as being S 84°31'40" W as shown hereon.
8. Linear Units: US Survey Foot.
9. No direct access to Lot 110A-1 shall be allowed from Sabata Drive.

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.



CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS: Michael L. Wilson and Susan C. Wilson, Trustees of the Wilson Living Trust Dated December 6, 2017, as the owners ("Owners") of certain lands in the Town of Ridgway, Colorado, to wit:

Lot 110A and 110B, Amended Plat of Lot 110, Solar Ranches, Filing No. 2C, Town of Ridgway, County of Ouray, State of Colorado ("Property")

has held out, plotted and subdivided same as shown on this plat under the name of Wilson Solar Ranch Subdivisions, and by these presents does hereby dedicate to the perpetual use of the Town of Ridgway, Ouray County Colorado, the streets, alleys, roads, and other public areas as shown and designated for dedication hereon and hereby dedicate those portions of land labeled as utility easements for the location and maintenance of public utilities as shown hereon.

Owner has executed this plat effective as of _____, 202__.

By: _____
Michael L. Wilson, Trustee

By: _____
Susan C. Wilson, Trustee

NOTARIAL:

STATE OF _____) ss.

COUNTY OF _____)

The foregoing Certificate of Ownership and Dedication was acknowledged before me this _____ day of _____, 202__ by Michael L. Wilson, Trustee.

Witness my hand and official seal.

My commission expires: _____

Notary Public

NOTARIAL:

STATE OF _____) ss.

COUNTY OF _____)

The foregoing Certificate of Ownership and Dedication was acknowledged before me this _____ day of _____, 202__ by Susan C. Wilson, Trustee.

Witness my hand and official seal.

My commission expires: _____

Notary Public

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 Commitment Order Number _____ effective as of _____ at _____, M. issued by _____ and according to that title commitment, of all land herein plotted and that title to each land in the dedication(s) and owners, and that based upon my review of said title commitment, the property dedicated hereon has been dedicated free and clear of all liens and encumbrances, except as follows:

Dated this _____ day of _____, 202__.

By: _____, Attorney at Law

PLANNING COMMISSION:

Recommended for approval by the Planning Commission this _____ day of _____, 202__.

By: _____, Michelle Montague, Town of Ridgway Planning Commission Chairperson

TOWN COUNCIL:

Approved by the Town Council this _____ day of _____, 202__.

By: _____, John Clark, Town of Ridgway Mayor

APPROVAL OF TOWN ATTORNEY:

Approved for recording with the Ouray County Clerk and Recorder's Office this _____ day of _____, 202__.

By: _____, Bo North, Town of Ridgway Town Attorney

ENGINEER'S CERTIFICATE:

I, Joanne Fagan, a Registered Professional Engineer in the State of Colorado, do certify that the streets, curbs, gutters, and sidewalks, sanitary sewer system, water distribution system, fire protection system, and storm drainage system for this subdivision are properly designed, meet the Town of Ridgway specifications, and are adequate to serve the subdivision shown hereon.

Dated this _____ day of _____, 202__.

By: _____, Joanne Fagan, Town of Ridgway Town Engineer

CERTIFICATE OF IMPROVEMENTS:

The undersigned, Town Manager of the Town of Ridgway, certifies that all required improvements and utilities are installed, available, and adequate to serve each lot in the Wilson Solar Ranch Subdivisions.

Dated this _____ day of _____, 202__.

By: _____, Preston Hall, Town of Ridgway Town Manager

SURVEYOR'S CERTIFICATE

I, Peter C. Seaver, being a Registered Land Surveyor in the State of Colorado do hereby certify that this plat was prepared under my direct supervision and that said survey is true and 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.

Peter C. Seaver, PLS 38135

LIEN HOLDERS' CERTIFICATE:

The undersigned, being the holder of a deed of trust (Reception No. 231372) encumbering the property described in this Plat joins in and consents to the filing hereof for Wells Fargo Bank N.A.

By: _____, Name: _____ Title: _____

TREASURER'S CERTIFICATE:

According to the records of the County of Ouray Treasurer there are no liens against this subdivision or any part thereof for unpaid state, county municipal or local taxes or special assessments due and payable.

Dated this _____ day of _____, 202__.

By: _____, Jill Michels, Ouray County Treasurer


RECORDERS' CERTIFICATE

This plat was filed for record in the office of Clerk and Recorder of Ouray County at _____, M. on the _____ day of _____, A.D. 202__ under

Reception No. _____.

By: _____, Michelle Hauer, Ouray County Clerk and Recorder

Deposited _____

PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 8-28-22	REVISIONS	DATE	DESCRIPTION	BY
	1			
	2			
	3			
	4			
 OFFICE (870) 249-5349 - CELL (870) 729-1289 23414 UNCOMPAHGRE ROAD, MONTEPOSE, COLORADO 81403 WWW.ORIONSURVEYING.COM	DRAWING PATH: Project 7-21			
	SHEET No. 1 OF 1 PROJECT: 21182			

Enclosure 5

Approval Letter from HOA

Town of Ridgway
Planning Commission
201 N. Railroad St.
Ridgway, CO 81432

RE: Current Lot 110A and Lot 110B, as shown on the Amended Plat of Lot 110, Solar Ranches, Filing No. C, Town of Ridgway, as recorded May 15, 2001 under Reception No. 174776, county of Ouray, State of Colorado ("Lots 110A and 110B").

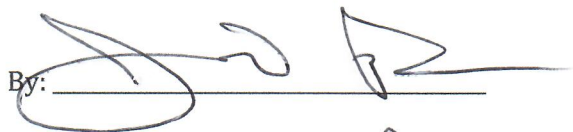
Dear Planning Commission Members:

We write in regard to the changes requested by the Wilsons related to the movement of the property line between Lots 110A and 110B, the granting of the variances due to the existing lot widths of both lots, the granting of the access easement from to reduce the impact of the existing lot widths of the lots, and the rezoning as required so that both lots are zoned "R" Low Density Residential only, as presented in the enclosed documents.

The requested changes do not conflict with the governing documents of the homeowner's association SOLAR RANCH HOA, INC. FILING 2BCD (the "HOA") and the HOA Board of Directors supports the approval of such requested changes.

Sincerely,

SOLAR RANCH HOA, INC. FILING 2BCD

By: 

Name: JEFFREY PRYOR

Title: PRESIDENT SR HOA 2020

Date: 8/3/22

Improvement Survey Plat
Lot 110A and 110B, Amended Plat of Lot 110, Solar Ranches, Filing No. 2C
Located in the Southwest 1/4 of Section 16, Township 45 North, Range 8 West, NMPM
Town of Ridgway, County of Ouray, State of Colorado

Lot 108
Zoning: Residential
Existing User: Residential

Lot 109D
Zoning: Residential
Existing User: Residential

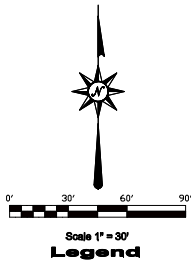
Sabeta Drive
Zoning: Residential
Existing User: Public Street

Lot 110C
Zoning: Residential
Existing User: Residential

Cimarron Mews Condominiums
Zoning: Residential
Existing User: Residential

Regional Athletic Park
Zoning: General Commercial
Existing User: Public Park

Pedestrian Walkway and Utility Easement
Per Reception No. 155511
Zoning: Residential
Existing User: Open Space



- Legend**
- Found No. 5 Rebar and 1 1/2" Aluminum Cap LS 12180
 - Found No. 5 Rebar and 1 1/2" Aluminum Cap LS 24854
 - Water Meter Transformer
 - Telephone Pedestal
 - Fence
 - PVC Pipe
 - Cable Pedestal
 - Fiber Optic Pedestal
 - Electric Meter
 - Manhole
 - Fire Hydrant
 - Water Valve
 - Street Lamp
 - ▲ Gas Line Marker
 - ▲ Sign

SURVEYOR'S CERTIFICATE

I, Peter C. Sauer, hereby certify to Land Title Guarantee Company that I am a Professional Land Surveyor licensed under the laws of the State of Colorado; That this Improvement Survey Plat is true, correct and complete as laid out and shown hereon; That this Improvement Survey Plat was made by me from an accurate survey of the real property preformed by me or under my direct supervision in July 2021; That the location and Dimensions of all Buildings, Improvements, Easements, Rights of Way in evidence or known to me and Encroachments by or on the Real Property and matters referenced in said title commitment capable of being shown are accurately shown, and that this plat meets the requirements of an Improvement Survey Plat as set forth in C.R.S. 38-61-102(9)

Orion Surveying

7/6/21 DATED: _____

BY: _____
Peter C. Sauer, F.L.S., #38135

LEGAL DESCRIPTION

Lot 110A and 110B, Amended Plat of Lot 110, Solar Ranches Filing No. 2C, Town of Ridgway, According to the Plat Recorded May 15, 2001 at Reception No. 174778,

County of Ouray, State of Colorado.

NOTES

- Easement research and legal description from Land Title Guarantee Company Order Number OUB6007382, dated June 28, 2021 at 5:00 p.m.
- Beats of Bearings: The Northern most line of the Lot 110A is recorded as bearing South 84° 31' 40" West as shown hereon.
- Linear Units are US Survey Feet
- Address: 804 Sabeta Drive, Ridgway, CO 81432
- (M&R) is Measured and Record distances and bearings or areas.

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

OURAY SURVEYOR'S DEPOSIT:

Ouray County, State of Colorado, County Land Surveyor's Office


Date _____

Deposit No. _____



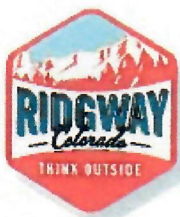
Vicinity Map

(Not to Scale)

PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 7-6-21	REVISIONS	DATE	DESCRIPTION	BY
	1			
	2			
	3			
	4			
	OFFICE (970) 249-5349 - CELL (970) 729-1289 23414 UNCOMPAGHRE ROAD, MONTROSE, COLORADO 81403 WWW.ORIONSURVEYING.COM			
	DRAWING PATH: RSP 7-21			
SHEET No. 1 OF 1		PROJECT: 21182		

Enclosure 6

Planning Commission Hearing Request



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

Official Use Only

Receipt # _____

Date Received: _____

Initials: _____

Planning Commission Hearing Request

General Information

Applicant Name Michael Len Wilson and Susan Carriere Wilson, trustees of the Wilson Living Trust dated December 5, 2017 Application Date 8/9/22

Mailing Address 604 Sabeta Drive, Ridgway, CO 81432

Phone Number 303-709-8037 Email scarrierewilson@gmail.com

Owner Name Same as applicant

Phone Number 303-709-8037 Email scarrierewilson@gmail.com

Address of Property for Hearing 604 Sabeta Drive, Ridgway, CO 81432

Zoning District According to Town Zoning Map December 2021:

Lot 110B (Solar Ranches Filing 2C) - Residential

Lot 110A (Solar Ranches Filing 2C) - General Commercial (Conditional ORD 01-04)

Brief Description of Requested Action

1. Request Plat Amendment of Lots 110A & 110B, both owned by Applicant. Amendment will move part of the line between lots and grant access easement for new 110A-1. Movement of property line will cause non-conforming existing shed (from previous owner) to conform.
2. Request Rezoning of Lot 110A to Residential.
3. Request Variances due to practical difficulties as Lots 110A & 110B are both non-conforming as platted at only 46.43' and 46' wide respectively currently. We are not asking to change the minimum width of either lot, only asking for variances to allow current situation to remain. We propose the access easement for Lot 110A-1 to address situation.

Action Requested and Required Fee Payable to the Town of Ridgway

<input type="checkbox"/> Temporary Use Permit per 7-3-18(C)	\$150.00	Subdivisions per 7-4 unless noted	
<input type="checkbox"/> Conditional Use per 7-3-19	\$250.00	<input type="checkbox"/> Sketch Plan	\$300.00 (+ \$10.00/lot or unit)
<input type="checkbox"/> Change in Nonconforming Use per 7-3-20	\$150.00	<input type="checkbox"/> Preliminary Plat	\$1,500.00 (+ \$25.00/lot or unit)
<input checked="" type="checkbox"/> Variances & Appeals per 7-3-21	\$250.00	<input type="checkbox"/> Preliminary Plat resubmittal	\$750.00 (+ \$25.00/lot or unit)
<input checked="" type="checkbox"/> Rezoning per 7-3-22	\$250.00	<input type="checkbox"/> Final Plat	\$600.00
<input type="checkbox"/> Other Reviews Pursuant to 7-3-23	\$250.00	<input type="checkbox"/> Minor Subdivision	\$450.00 (+ \$25.00/lot or unit)
<input type="checkbox"/> Variance to Floodplain Reg. per 6-2	\$150.00	<input type="checkbox"/> Lot Split	\$450.00
<input type="checkbox"/> Master Sign Plan Pursuant to 7-3-117	\$150.00	<input type="checkbox"/> Replat	\$150.00 (+ \$25.00/lot or unit)
<input type="checkbox"/> Deviations from Residential Design	\$175.00	<input checked="" type="checkbox"/> Plat Amendment	\$250.00
Standards per 6-6		<input type="checkbox"/> Planned Unit Dev. per 7-3-16	See Preliminary and Final Plat
<input type="checkbox"/> Other	\$_____	<input type="checkbox"/> Statutory Vested Rights per 7-5	\$1,500.00

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. 7-3-25(B) and 7-4-12(B)). Water and sewer tap fees and development excise taxes are due at approval of final plats.



Attachments Required

For All Applications

- ☒ Evidence of ownership or written notarized consent of legal owner(s).
- ☒ Information proving compliance with applicable criteria (see the Ridgway Municipal Code for criteria), this may include a narrative, site plans, and/or architectural drawings drawn to scale.

For Conditional Uses

- ☐ 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).

For Changes in Nonconforming Use

- ☐ Description of existing non-conformity.

For Variances

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

For Rezoning

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

For Subdivisions

- ☒ All requirements established by Municipal Code Section 7-4. (Reference 7-4-10)
- ☐ 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. Contact with a Planning Commission or Town Council member regarding your application constitutes ex parte communication and could disqualify that Commissioner or Councilor from participating in your hearing. Please contact staff with any questions.

Michael W. H.
Applicant Signature

8/8/22
Date

Michael W. H.
Owner Signature

8/8/22
Date



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

**TOWN OF RIDGWAY, COLORADO
ACKNOWLEDGMENT OF FEES AND COSTS**

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

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

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

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

Acknowledged this 8th day of August, 2022.

APPLICANT:

By: 

Michael Len Wilson and Susan Carriere Wilson,
trustees of the Wilson Living Trust, authorized signers
(print name)

PROPERTY OWNER:

By: 

Michael Len Wilson and Susan Carriere Wilson,
trustees of the Wilson Living Trust, authorized signers
(print name)

AGENDA ITEM #5

To: Town of Ridgway Planning Commission
Cc: Preston Neill, *Ridgway Town Manager*
From: TJ Dlubac, AICP, *Community Planning Strategies, Contracted Town Planner*
Date: October 21, 2022
Subject: Vista Park Commons P.U.D. Subdivision for October 25th PC Meeting

APPLICATION INFORMATION

Request: Approval of the Final Plat for the Vista Park Commons P.U.D. Subdivision to subdivide the existing five lots into 23 lots.

Legal: Lots 30-34, Ridgway Land Company Subdivision

Address: TBD

General Location: East of and adjacent to Redcliff Drive, north of Hunter Parkway.

Parcel #: 430516402008, 430516402009, 430516402010, 430516402011, and 430516402012,

Zone District: GC General Commercial Zone District with PUD

Current Use Vacant

Applicant Joe Nelson, Vista Park Development, LLC

Owner Jack Young and Joe Nelson, Vista Park Development, LLC

PROJECT REVIEW

BACKGROUND

The application for the final plat was submitted on April 29, 2022. A completeness review was conducted, and the application was accepted as complete on May 29, 2022. The initial review was completed and comments were sent to the applicant team on July 18, 2022, and a resubmittal was received on September 26, 2022.

The Vista Park Commons P.U.D. preliminary plat was approved by the Town Council on August 14, 2019, with conditions and variances as noted in the staff report. Sec. 7-4-5(C)(1)(c) of the RMC states that preliminary plats expire after two years of the Town Council's approval of the Preliminary Plat, therefore, the Vista Park Commons P.U.D. Preliminary Plat and PUD expired on August 14, 2021. However, because the development was proceeding with active construction and the developer was communicating with Town staff throughout the course of the project improvements, it was clear that a final plat submission was forthcoming. While the strict interpretation of



Figure 1. Current Plat

the provision was not met with the submittal of the final plat, Town staff believes the spirit and intent of the regulation were met because of the active construction and positive progress made on the project over the course of the construction season. Although it is the applicant's responsibility to request an extension of a preliminary plat approval if the two-year timeframe is unable to be met, there was an oversight by both the applicant and Town staff in enforcing this provision for this project. However, since the project is consistent with approved standards and has been making progress, Town staff is comfortable with this request proceeding forward for Planning Commission's consideration. If the Planning Commission or Town Council desires, they may determine the application to be invalid and require the Applicant to submit a preliminary plat pursuant to the RMC requirements for an expired preliminary plat approval.

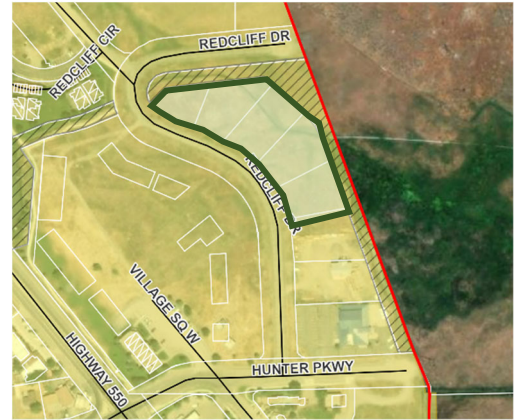


Figure 2. Property Location & Zoning

CODE REQUIREMENTS

RMC §7-4-5(C) FINAL PLAT:

RMC §7-4-5(C)(8)(b) states that the Planning Commission shall determine the following are met in order to recommend approval, with or without conditions, of the plat amendment to the Town Council:

- (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.*

ANALYSIS

PUD CONDITIONAL USES, VARIANCES, AND DEVIATIONS

The property is zoned GC General Commercial with a Planned Unit Development (PUD). The intent of the PUD is to provide flexibility with respect to dimensional standards, increased density, and clustered development patterns. The preliminary plat and PUD for Vista Park Commons PUD Subdivision approved a variety of conditions and variances as allowed by the RMC. Those approvals are listed below:

1. Approve a conditional use to allow single-family and duplex residential uses in the GC Zone District

NOTE: The preliminary plat for Vista Park Commons PUD Subdivision was approved prior to the 2020 revisions to the RMC which prohibited single-family residents and duplexes in the GC Zone District. Prior to these amendments, these uses were allowed by conditional use.

2. The following dimensional standards were amended to be as depicted on the plat:
 - a. Lot Size: The minimum required lot size is 5,000sf, but the preliminary plat and PUD proposed lot sizes ranging from 1,484sf to 3,181sf.

- i. Of note, Lots 22 and 23 are significantly smaller than the previous smallest lot at 1,018.43sf and 1,088.79sf, respectively. While these are relatively large changes in lot size, the overall density, lot coverage, requirements, and setback requirements for these lots have not changed, so the impact of the overall development will be relatively minor. Therefore, Town staff is amenable to this change in minimum lot sizes for these two lots.
 - b. Front Setbacks: 15' is required in the GC District, but most lots propose a 7' setback from the internal private street.
 - i. Of note, Lots 22 and 23 propose a 1' front setback which is consistent with Lot 23 of the preliminary plat.
 - c. Side Setbacks: The GC District requires a minimum of 8' setback, however, most of the lots indicate a 4.5' setback while there is a 0' setback between the two sets of duplex lots (Lots 8 & 9 and Lots 22 & 23).
 - i. Of note, Lots 17 & 18 were proposed as duplex lots in the preliminary plat and the final plat shifted those to Lots 22 & 23. This change does not appear to have a significant impact on the overall development. Rather, it seems to mitigate access concerns for the previous duplex lots of Lots 17 & 18.
 - ii. Also of note, Lot 21 proposes a 1' side setback which is consistent with Lot 22 of the preliminary plat.
 - d. Rear Setbacks: 8' is required in the GC District, however, some lots propose a reduced rear setback as small as 4' on Lots 20 & 21 and 4.5' on Lots 22 & 23. These are all consistent with the preliminary plat requests.
 - e. Architecture and Landscaping: No architectural renderings nor landscaping plans were provided with the final plat and PUD submittal to confirm the proposed variations allowed through the preliminary plat & PUD process. The variances from the residential design standards and landscape plan sheets should be included in the PUD document that will get recorded with the final plat and PUD. This was noted in the preliminary plat staff report (see Attachment D). Town staff has recommended a condition that these be submitted and reviewed by Town staff prior to the final plat and PUD being considered by the Town Council.
3. Deed Restrictions: The project will provide two deed restricted units and those are identified in the plat notes. There was discussion during the preliminary plat and PUD process that the units should be in Phase 2, however, an updated phasing plan was not provided in the submittal. Therefore, Town staff recommends a condition be included that an updated phasing plan be submitted prior to the final plat and PUD being considered by the Town Council.
4. Parking: The total number of parking spaces was reduced to 40 required spaces. The current RMC standards require 2 parking spaces per single-family or duplex use. With 23 units being proposed, a total of 46 parking spaces should be required. However, the reduction to was approved with the preliminary plat and PUD. The project installed 44 total spaces with 4 ADA spaces.

LAND USES

The property is zoned GC General Commercial District and is currently vacant with common elements and public improvements installed. The final plat must be approved and recorded with the Ouray County Clerk and Recorder's Office prior to any building permits being issued for the subdivision.



The proposed subdivision includes 23 lots with 23 dwelling units in 21 buildings; two duplexes are proposed. This is consistent with the preliminary plat and PUD. The preliminary plat identified one of the duplex lots as Lots 17-18. However, on the final plat, this set of duplex lots was shifted to the newly configured Lots 22-23 and Lot 17 encompasses the area that was Lots 17-18 on the preliminary plat.



Figure 3. Preliminary Plat Configuration



Figure 4. Final Plat Configuration

DIMENSIONAL STANDARDS

The final plat is consistent with the proposed dimensional standards, variances, and waivers granted through the preliminary plat and PUD review. To simplify the building permit review process and the applicable standards for easier administration in the future, staff recommends a dimensional table be added to a sheet of the final plat & PUD identifying the minimum standards (setbacks, lot size, lot coverage, and lot width) for each lot in the subdivision.

ACCESS

Each lot is accessed via an access easement which will be maintained by the Homeowner's Association. The access easement accesses Redcliff Drive at two locations and the parking lot accesses Redcliff Drive at two additional points. Those access points are consistent with the preliminary plat and construction documents.

UTILITIES

Underground utilities and surface infrastructure were necessary as part of this project. While the underground utilities were completed and as-built surveys were submitted, as of the last review, there were some surface improvements such as sidewalks, walkways, and parking lighting. These items are proposed to be included in a Subdivision Improvement Agreement (SIA). An SIA will need to be approved prior to the Town Council approving the final plat per RMC standards. Therefore, staff has recommended a condition that the SIA be submitted and reviewed by Town staff prior to the final plat and PUD being considered by the Town Council.

There are a few minor revisions that still need to be worked out on the plat to ensure the utilities are located within the proper easements. These are identified in the attached redlines and staff is recommending a condition that the redlines be adequately addressed prior to the final plat and PUD being considered by the Town Council.

AS-BUILTS

The original review comments provided to the applicant on July 18, 2022, included comments regarding changes and updates needed on the as-built drawings required to be submitted with the Final Plat application materials. However, the revised materials provided to the Town for review on September 26, 2022, did not include updates to those as-built plans. To ensure that all as-built plans include the necessary items and corrections, Town staff has recommended a condition of approval requiring the applicant to adequately address all staff comments associated with the as-built drawings prior to the final plat being considered by the Town Council.

PUBLIC NOTICE AND PUBLIC COMMENT

The applicant has submitted a hearing application, associated fees, final plat materials, and other required support materials for this public hearing to the Town.

The property has been posted and proper notification has been completed by the Town in accordance with RMC §7-4-13.

As of the drafting of this staff report, no public comments either for or against the request have been received.

STAFF RECOMMENDATION

Upon review of the application against applicable Town standards, Staff recommends that the Town of Ridgway Planning Commission recommend approval of the Vista Park Commons – P.U.D. Subdivision Final Plat and PUD to the Ridgway Town Council finding that the criteria set forth in RMC §7-4-5(C)(8)(b) have been met with the following conditions:

1. Applicant shall submit updated architectural designs, landscape plan, phasing plan, and as-builts to the Town to be reviewed by town staff prior to the final plat and PUD being considered by the Town Council.
2. Applicant shall address all redlines in Attachment C of this staff report and resubmit necessary plans and documents for review prior to the final plat and PUD being considered by the Town Council.
3. Applicant shall address all outstanding review comments in the comment letter dated July 18, 2022, and submit the necessary documentation for review prior to the final plat and PUD being considered by the Town Council.

RECOMMENDED MOTION

"I move to recommend approval of the Vista Park Commons – P.U.D. Subdivision Final Plat and PUD to the Ridgway Town Council finding that the criteria set forth in RMC §7-4-5(C)(8)(b) have been met with the following conditions:

1. Applicant shall submit updated architectural designs, landscape plan, phasing plan, and as-builts to the Town to be reviewed by town staff prior to the final plat and PUD being considered by the Town Council.
2. Applicant shall address all redlines in Attachment C of this staff report and resubmit necessary plans and documents for review prior to the final plat and PUD being considered by the Town Council.



3. Applicant shall address all outstanding review comments in the comment letter dated July 18, 2022, and submit the necessary documentation for review prior to the final plat and PUD being considered by the Town Council.

ATTACHMENTS

- A. Application and Support Materials
- B. Town Review Comment Letter dated July 18, 2022.
- C. Town Review Redlines dated October 21, 2022
- D. Vista Park Commons Preliminary Plat and PUD Town Council Staff Report dated August 14, 2019





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

Official Use Only

Receipt # _____

Date Received: _____

Initials: _____

Planning Commission Hearing Request

General Information

Applicant Name Vista Park Development LLC (Joe Nelson)

Application Date

Mailing Address 801 Chipeta Drive, Ridgway CO. 81432

4-28-22

Phone Number (970) 316-1364 Email joenel1951@gmail.com

Owner Name Vista Park Development LLC

Phone Number Same Email Same

Address of Property for Hearing Vista Park Subdivision / Ridgway Land Company Subdivision

Zoning District General Commercial

Brief Description of Requested Action

Final Plat, As-Builts & SIA Review

Action Requested and Required Fee Payable to the Town of Ridgway

<input type="checkbox"/> Temporary Use Permit per 7-3-18(C)	\$150.00	Subdivisions per 7-4 unless noted	
<input type="checkbox"/> Conditional Use per 7-3-19	\$250.00	<input type="checkbox"/> Sketch Plan	\$300.00 (+ \$10.00/lot or unit)
<input type="checkbox"/> Change in Nonconforming Use per 7-3-20	\$150.00	<input type="checkbox"/> Preliminary Plat	\$1,500.00 (+ \$25.00/lot or unit)
<input type="checkbox"/> Variances & Appeals per 7-3-21	\$250.00	<input type="checkbox"/> Preliminary Plat resubmittal	\$750.00 (+ \$25.00/lot or unit)
<input type="checkbox"/> Rezoning per 7-3-22	\$250.00	<input checked="" type="checkbox"/> Final Plat	\$600.00
<input type="checkbox"/> Other Reviews Pursuant to 7-3-23	\$250.00	<input type="checkbox"/> Minor Subdivision	\$450.00 (+ \$25.00/lot or unit)
<input type="checkbox"/> Variance to Floodplain Reg. per 6-2	\$150.00	<input type="checkbox"/> Lot Split	\$450.00
<input type="checkbox"/> Master Sign Plan Pursuant to 7-3-117	\$150.00	<input type="checkbox"/> Replat	\$150.00 (+ \$25.00/lot or unit)
<input type="checkbox"/> Deviations from Residential Design	\$175.00	<input type="checkbox"/> Plat Amendment	\$250.00
Standards per 6-6		<input type="checkbox"/> Planned Unit Dev. per 7-3-16	See Preliminary and Final Plat
<input type="checkbox"/> Other	\$_____	<input type="checkbox"/> Statutory Vested Rights per 7-5	\$1,500.00

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. 7-3-25(8) and 7-4-12(8)). Water and sewer tap fees and development excise taxes are due at approval of final plats.



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Attachments Required

For All Applications

- ☐ Evidence of ownership or written notarized consent of legal owner(s).
- ☐ Information proving compliance with applicable criteria (see the Ridgway Municipal Code for criteria), this may include a narrative, site plans, and/or architectural drawings drawn to scale.

For Conditional Uses

- ☐ 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).

For Changes in Nonconforming Use

- ☐ Description of existing non conformity.

For Variances

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

For Rezoning

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

For Subdivisions

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

Please note that incomplete applications will be rejected. Contact with a Planning Commission or Town Council member regarding your application constitutes ex parte communication and could disqualify that Commissioner or Councilor from participating in your hearing. Please contact staff with any questions.

Applicant Signature

JOE NELSON

4/28/22
Date

Owner Signature

JOE NELSON

4/28/22
Date



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**TOWN OF RIDGWAY, COLORADO
ACKNOWLEDGMENT OF FEES AND COSTS**

Joe Nelson

Vista Park Development LLC

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

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

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

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

Acknowledged this 28th day of April, 2022.

APPLICANT: Joe Nelson

By: _____

Joe Nelson

(print name)

authorized signer

PROPERTY OWNER: Vista Park Development LLC

By: _____

Joe Nelson

(print name)

authorized signer

1201

VISTA PARK DEVELOPMENT LLC
VISTA PARK DEVELOPMENT LLC
304 S LENA ST
RIDGWAY, CO 81432

 **CITIZENS**
STATE BANK
P.O. BOX A (970-325-4478)
Ouray, Colorado 81427
82-325/1021



4/28/22

PAY TO THE
ORDER OF

TOWN OF RIDGWAY
SIX-HUNDRED & NO/100

\$ 600⁰⁰

DOLLARS

MEMO

FINAL PLAT APPLICATION



AUTHORIZED SIGNATURE

⑈001201⑈ ⑆102103258⑆ 100275557⑈

Security features. Details on back.



1201

VISTA PARK DEVELOPMENT LLC

1201

VISTA PARK DEVELOPMENT LLC



4/28/2022

Vista Park Commons – Final Plat Submittal

Table of Contents Outline of Documents Submitted:

- 1) Three – 36" x 24" Printed copies of Final Plat B&W
 - 2) One – 36" x 24" Mylar of Final Plat Ready for Signatures
 - 3) One – 36" x 24" Copy of As-Built Utility Plan – Color
 - 4) One – 36" x 24" Printed Copy of As Built Plans – Surveyed Locations
-
- A) One - Printed Copy of Final Plat Application w/ \$600 Check
 - B) One - Printed Copy of Proposed SIA Agreement (Draft)
 - C) One - Printed Copy of HOA CC&R's (Recorded)
 - D) One - Printed Copy of By Laws (Recorded)

Vista Park Commons – Final Plat Review

Developer Comments to:

Community Planning Strategies 7-18-22 Review

Blue = Pete Sauer Complete per Plat Resubmittal

Planning Review Comments:

Green = Developer Answers to Staff

Amber = David Reed

Final Plat:

1. Pete - Insert on Plat as shown on July 18th, 2022, Planning Review Comments (Please add as shown “and Drainage”)
2. Pete - Insert on Plat as shown on July 18th, 2022, Planning Review Comments
3. Pete - Insert on Plat as shown on July 18th, 2022, Planning Review Comments (Times-6 Lienholders)
4. Pete - Insert on Plat as shown on July 18th, 2022, Planning Review Comments
5. Pete - Insert on Plat as shown on July 18th, 2022, Planning Review Comments
6. Pete - Insert on Plat as shown on July 18th, 2022, Planning Review Comments
7. Pete - Insert on Plat as shown on July 18th, 2022, Planning Review Comments
8. Pete - Insert on Plat as shown on July 18th, 2022, Planning Review Comments
9. Pete - Insert on Plat as shown on July 18th, 2022, Planning Review Comments
10. Pete - Insert on Plat as shown on July 18th, 2022, Planning Review Comments
11. Note 8a: Pete - Correct to Read: (Responsibility for maintenance of the shared elements of each Townhome shall be the Joint and Several liability of the Unit Owners of the Townhomes.)
12. (Developer answer to Staff - Acreage of Tract A is shown on Pages 3 & 4 of Plat Submitted on 4-29-22) (Pete - Per discussion with Staff – As sewer line is in this “Greenbelt Lot” - Please show that the entire Greenbelt Lot is also dedicated to the Town as utility easement. Staff wants Fire Hydrant & Service Line to it to be in dedicated easement. Also, 4” Sewer Service lateral street to common building to be in dedicated easement)
13. Pete - please see Plat Note #9 and edit as follows: The Owners of Lots 1 to 23 shall be jointly & severally liable for the maintenance of all General Common Elements, within Tract "A" Common Area, including, but not limited to the following: (Include the List as shown on plat)
14. Pete - Please add this Note as requested by staff: “All construction will conform with Ridgway Municipal Code.”
15. Pete - Please add this Note as requested by staff: “Outdoor Lighting; All Outdoor lighting shall conform to Ridgway Municipal Code 6-5 “Outdoor Lighting Regulations”, as may be amended.”
16. Pete - Please add this Note as requested by staff:
17. Pete - Please add this Note as requested by staff:

18. (Developer answer to Staff – The majority of Sewer Line is in “Greenbelt Lot” as it is designated as Utility easement – A section of the Sewer Line is in dedicated utility easement between Lots 15 & 16, also running in 35’ wide dedicated utility easement to Redcliff Drive – Note: See page U-1 of Utility Plan)
19. Pete – Please add tag lines to easement dimensions that are missing, or move numbers closer to arrows, as staff is requesting. (Plat Page 3 - 1 on Lot 1, 1 on Lot 2, 2 on Lot 3... Plat Page 4 – 2 on Lot 11, 2 on Lot 12, 3 on Lot 13, 2 on Lot 14, 1 on Lot 15, 2 on Lot 17, 3 on Lot 18, Missing dimension east boundary on Lot 19.
20. Pete – Please add dimension to the easement on Lot 16. Tag line dimension to arrow in easement on Lot 18. Darken text within the hatching so to be legible.
21. Pete - Please add these Notes as requested by staff:
22. Pete - Please add these Notes as requested by staff:
23. David Reed to include in SIA
24. (Developer answer to staff - I believe all utility easements are dedicated to Town via – “Dedicated Utility Easement” with hatching indicated on Plat Pages 3 & 4 – also “Drainage Easement Overlay” with its different hatching on Plat Pages 3 & 4. Shay Colburn & Joanne specifically Directed & Approved this easement narrative & Identification.)
25. David Reed – Please make recommendation and provide to Pete Sauer to correct on Plat.
26. (Developer answer to staff - These features are dimensioned on the infrastructure drawings and have been surveyed in by Pete Sauer.)
27. (Developer answer to staff – The Irrigation ditch, as built, has been surveyed in and is plotted on the current Plat map)
28. (Developer answer to staff – The Irrigation ditch is complete – except for grout sealing of concrete cold joints between floor & walls. This work will be completed in spring when we can divert irrigation water.)

Subdivision Improvements Agreement

29. David Reed to work out with TJ & Bo
30. David Reed to answer.
31. (Developer answer to staff – Curb, Gutter, Asphalt & Drain Inlet from Redcliff Drive is complete. Concrete Lined Irrigation Ditch is 95% complete with only a seem seal to still implement between floor & wall cold joints. The Moody Ditch Irrigation water is 99% controlled as it passes around Vista Park Commons. The Moody Ditch water cannot undermine our sewer line. The small amount of water that could seep through the cold joints is insignificant. The water table is at 5’- 7’ deep in the area and the irrigation water from the ranch behind us, that saturates the water table, is substantially more significant. We do not have any Irrigation water intrusion into our sewer system, as it was built properly. We propose to Tent, heat, and seal the seams during the winter when Irrigation flows are cut. Parking Lot base is complete (12” Reconditioned Sub grade ripped & compacted to 95%, and 12” Class 2 Subbase compacted to 95% - as inspected by Mike Jenkins & Tested by Lambert & Assoc). The final 4” layer of (Permeable Paving) will be

- installed completed, after vertical construction, and will be part of an SIA Agreement)
32. (Developer answer to staff – Natural Gas was eliminated from Vista Park Commons – As Some municipalities are not allowing Natural Gas any longer in new subdivisions... There is also a significant push in Colorado & Nationally to encourage all electric appliances, heating, and water heating... Including significant rebates from San Miguel Power for the switch from Natural Gas to electric space heating with heat pumps, water heating & more... It is more effective use of these budgets to go with the switch over to electric for Vista Park... San Miguel Power, with their rebates and Federal rebates, are making all electric the more Affordable Housing option.)
 33. (Developer answer to Staff – Yes... Parking Lot Improvements will be complete prior to C.O. and will be included in SIA – Internal common walkways are complete.)
 34. (Developer answer to Staff – No street Lighting is required – Parking Lot Lighting only will be included in SIA.)
 35. (Developer answer to Staff – Rail fencing in common area's is about 75% complete. The balance of the fencing between and behind homes is scheduled for completion at the appropriate time – when vertical / exterior construction is complete. 25% value of fencing for common area will be included in SIA.)
 36. (Developer answer to Staff – Common Area Irrigation is 75% complete with balance finishing up by Oct 7th, 2022. We have no plan to include in SIA. A significant number of trees (58) are planted & irrigated. Balance of Common Area Landscaping will be included in SIA)
 37. (Developer answer to Staff – I am submitting an estimate and we can review together if needed. Or you can assign Ron Alexander or Mike Jenkins to review with me)

As-built Surveyed 3-22

38. (Developer answer to Staff – As the As-Built Utility plans are very detailed with no room for more information... We believed that the best format for this required information, was on an additional 2 pages referenced from the plat pages... I do believe this is a good format)
39. (Same as above)

Utility As-Built

40. (Developer answer to Staff – Water Meters are shown on Utility plan, As-built Survey plan, and are visible on site... with depths for water line showing on Utility plan... Water lines in our region are at the 5' coverage depth... the Corp Stop is located at each Tap Tee at 5' depth and perpendicular to water line at each meter... The Curb Stops are located at the 5' depth at 1' in front of the meter with the valve box caps at surface... Meter Cans are a set depth of 5' also... Yes, we have shock loops with copper laterals to meter bases... This has been all inspected and approved by Mike Jenkins... All of this is shown on utilities plans... All Manholes

- are located... All Clean-Outs are located and visible... I do not believe we are required to complete further CAD and Shape files... Utilities have been installed per our approved utilities plans... Sewer profiles are accurate and have been inspected... Main Water Line is built per plan and inspected by Mike Jenkins)
41. (Developer answer to Staff – Sewer Profiles changed slightly – As-Built depths are shown on As-Built Survey Plan)
 42. (Developer answer to Staff – Manhole as-built depths are shown on As-Built Survey Plan in form of “Construction Data”)
 43. (Developer answer to Staff - We do not have another color... Please Note that the Irrigation Line is a different line format than Main Potable Water Line)
 44. (Developer answer to Staff – Storm water is built as per original plan)
 45. (Developer answer to Staff – Gas Line & Services have been omitted from our plan per our answer in Staff Line Item #32)
 46. (Developer answer to Staff – The electric systems is always designed by San Miguel Power... San Miguel submitted their original plan that we incorporated into or original Utility construction drawings... However, nearly a year after, a new engineer came on board and insisted on this new plan... The As-Built we submitted show this accurately and there is no conflict with other utilities... as all was inspected along the way, for proper separation & depths by inspector Mike Jenkins)
 47. (Developer answer to Staff – We can provide – Solid with short dash is primary – longer dash is secondary – short dash is house service lines)
 48. (Developer answer to Staff – We have over a 5’ separation of 2 electric house service lines from sewer line VP-Line 3... This installation with 5’ separation is code and was inspected by Mike Jenkins... If you think I should put a dimension note on plan to further show... Utility Cross section shows 5’ c-c... we have 5’ clear.)
 49. (Developer answer to Staff – Page 4 of Plat shows these easements as “Access & Utility Easements for the Benefit of Lot 17”... If you believe we need some additional language, please advise)
 50. (Developer answer to Staff – No closer than 3’ in 2 locations Near Lot 17 easements... the balance of irrigation service lines are located from 32’- 55’ from electric service lines... Irrigation service lines only run to front fence at each lot.)
 51. (Developer answer to Staff – These are all very clearly shown on the Site Plans – Pages S-1, S-1.2, S-1.3 of our Infrastructure Construction Plans)
 52. (Developer answer to Staff – Irrigation Main Line Layout – Changes are shown on Page – U-1 of the As-Built Utilities page submitted... The Irrigation Line crosses perpendicular to Potable Water Service lines with Potable water at 5’ depth and 18” depth for Irrigation Line giving us 3’-6” of vertical separation.)
 53. (Developer answer to Staff – Irrigation Service Laterals are not shown on plans... I can get this done if needed???)
 54. (Developer answer to Staff – OK!)

Thank you for your thorough review and comments,

Joe Nelson
Vista Park Development

Vista Park Commons - P.U.D.

Replat of Lots 30-34, Ridgway Land Company Subdivision

Located in the South 1/2 of the North 1/2, Section 16, Township 45 North, Range 8 West, NMPM,

Town of Ridgway, County of Ouray, State of Colorado

CERTIFICATE OF OWNERSHIP AND DEDICATION:

Know all persons by these presents: Vista Park Development, LLC, a Colorado limited liability company ("Owner"), being the owner of the land described as follows:

Lots 30-34 of the Final Plat Ridgway Land Company Subdivision, according to the recorded plat filed October 9, 1990 at Reception No. 147701, Town of Ridgway, County of Ouray, State of Colorado ("Property"), has laid out, platted and subdivided same as shown on this plat under the name of VISTA PARK COMMONS - P.U.D., and by these presents does hereby dedicate to the perpetual use of the Town of Ridgway, Ouray County, Colorado, the streets, alleys, roads, and other public areas as shown and designated for dedication hereon and hereby dedicate those portions of land labeled as utility and drainage easements for the installation and maintenance of public utilities as shown hereon.

In witness hereof Owner has executed this Plat effective as of _____, 202____, Vista Park Development, LLC, a Colorado limited liability company.

By: _____

Printed Name: Jack B. Young

Title: Managing Member

STATE OF COLORADO)
COUNTY OF _____) ss.

The foregoing Certificate of Ownership and Dedication was acknowledged before me this ____ day of _____, 202____, by Jack B. Young as the Managing Member of Vista Park Development, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

1. This subdivision will be governed by Vista Park Commons HOA as set forth in the Declaration recorded at Reception No. 231935 on April 26, 2022 at the Ouray County Clerk and Recorder, and the Lots/Units are subject to assessments by the HOA, including, but not limited to, a Transfer Assessment as a fee for the transfer of a Lot/Unit to a new owner(s) as set forth in the Declaration, and the Lots/Units shall be subject to a closing cost at the time of the transfer in the amount of one percent (1%) of the sale price of the Lot/Unit.

2. The Limited Common Element areas designated hereon are for parking or for storage, as described or shown on this plat.

3. The maximum number of dwelling units allowed is 23 for which the applicable excise tax has been paid.

4. Short-term rentals, as defined in the Town regulations, are prohibited in all Units.

5. Deed Restricted Units.
a. The Owner has agreed to provide deed restricted housing in connection with the development of this project. The Owner hereby restricts Lots 8 and 22 (hereinafter the "Deed Restricted Property"), which are deed restricted in accordance with the terms of this Plat Note 5, and shall run with the land for a period of 50 years, with a first right of refusal for the Town, or a nonprofit or private developer to purchase the property before they are sold on the open market. The Town is granted and conveyed the right to enforce compliance with these restrictions applicable to the Deed Restricted Properties.

b. Any instrument of conveyance shall clearly indicate that the property is deed restricted and reference this plat map and applicable plat notes, as amended from time to time, and shall be in a form approved by the Town.

c. On the day of application, the prospective owner(s) of a Deed Restricted Property shall maintain their sole residence and abode in Ouray County, Colorado, or provide written intent of their desire and intent to do so within 30 days of purchasing the unit. Proof of this must be presented to the Town in advance of any transfer of a Deed Restricted Property, including the original property transfer and all subsequent resale and transfer of property.

d. At the time of purchase, including the original property transfer and all subsequent resale and transfer of property, at least one person in the household shall earn the majority (more than 51 percent) of their income in Ouray County or from an employer based in Ouray County. This includes at least one person in the household that is retired but previously earned the majority of their income in Ouray County or from an employer based in Ouray County. Proof of this must be presented to the Town in advance of any transfer of the property. Proof shall include written documentation verifying employment within Ouray County.

e. At the time of purchase, including the original property transfer and all subsequent resale and transfer of property, the household income will be 80% or less of the Area Median Income (AMI) as determined by the United States Department of Housing and Urban Development (HUD) for Ouray County, as adjusted annually. Proof of this, must be presented to the Town in advance of any transfer of property. Proof shall include written documentation, such as income tax return, verifying annual income for the prior year. HUD income limits are derived from the most recent data provided by HUD regarding Area Median Income Levels (AMI) for Ouray County.

f. Any Applicant who currently owns a residence in Ridgway or Ouray County does not qualify to purchase one of these Deed Restricted Properties.

g. There shall be an initial maximum sales price on every Deed Restricted Property in which a unit is built by Owner or another developer. The initial maximum sales price of a housing unit on the lots burdened by these covenants shall be equal to the cost of acquiring and developing the property and building the housing units, plus 10% profit; provided, however, that if the initial maximum sale price exceeds the maximum purchase price for an 80% AMI household for Ouray County, the Owner agrees to reduce the profit downward from 10% to an amount that achieves the targeted AMI affordable maximum purchase price, except that in no event will the initial maximum sales price be reduced to an amount that requires the Owner to achieve less than a 3% profit. Prior to any transfer of the Deed Restricted Property, evidence of the Owner's cost shall be submitted to the Town Manager, or their designee, who shall review the Owner's computation of cost and approve, in writing, the proposed initial maximum sales price. The documents establishing the Owner's cost must be approved by the Town Manager, or their designee, prior to any transfer of property. The guiding principal in determining initial sales price of any unit is that the Owner should be constructing and selling these units without exceeding the prescribed profit. In no event should the requirements of this section be read to require the Owner to achieve less than a 3% profit in connection with the sale of Deed Restricted Property. The Town Manager, based on the review of Owner's cost, may deviate from the 80% AMI restriction if the cost plus 3% profit exceeds affordability for 80% or less income level.

h. This plat note and deed restrictions shall survive any foreclosure on Lots 8 and 22.

i. Resale Cap.

1. The maximum resale price of these Deed Restricted Properties is limited to an annual price appreciation cap of 3% of the initial gross purchase price. All resale pricing is subject to the review and approval of the Town of Ridgway Town Manager, or their designee, for the sole purpose of ensuring the resale price is in compliance with this plat note and plat restrictions.

2. If an owner of a Deed Restricted Property makes any capital improvements requiring a building permit to the property during their term of ownership, the cost of those capital improvements, as indicated on the building permit, may be added to the gross purchase price of the property for the purpose of computing the annual price appreciation cap created herein. Any costs of capital improvements to be added to the gross purchase price of the property, including but not limited to upgrades during construction, shall require the prior, written approval of the Town.

j. The seller of the Deed Restricted Property is responsible for ensuring compliance with these plat restrictions and agrees to consult with the Town of Ridgway Town Manager, or their designee, regarding any potentially qualified buyer(s) and the maximum sale and resale price under these plat restrictions and requirements.

k. The Deed Restricted Properties shall be, and remain, owner occupied. The Deed Restricted Properties shall be and remain, the only housing unit that the owner owns while they reside in the unit. Long-term and short-term rental of these units is prohibited.

l. The Town hereby waives development excise tax RMC 3-4-1, et seq., on these Deed Restricted Properties.

m. The Town waives all "plan check fees" and building permit fees charged by the Town on these Deed Restricted Properties.

n. A Deed Restricted Property owner, subject to the above stated covenants, may apply to the Town Planning Commission for a waiver from the strict application of any one or more of these provisions. A waiver from the strict application of these provisions may be granted at the discretion of the Planning Commission and may only be granted if the applicant can establish that the following criteria are substantially met:

1. There are practical difficulties or unnecessary hardships caused to the individual lot owner if these provisions are strictly applied. Any such practical difficulty and/or unnecessary hardship must be of such a nature as to create an individually differentiated situation from any and all other owners' of units burdened by these regulations; and

2. The spirit of these provisions will be observed, the public health safety and welfare secured and substantial justice done by granting the waiver.

The burden shall be on the applicant to establish by a preponderance of the evidence that these criteria have been met. No waiver under this provision shall be granted with less than four (4) concurring votes of the Planning Commission.

o. Owner agrees to construct at least one of the dwelling units on these Deed Restricted Properties in the Phase 1 of the development plan and the 2nd unit in phase 2 of the development plan.

p. Developer agrees to perpetually discount any Owner Association fee by 50% for the Deed Restricted Properties.

6. This subdivision and Plat are further subject to a Ridgway Land Co. Subdivision Plat found at Reception #147701, Ouray County, and filed on October 9, 1990, and to Ridgway Land Co. Declarations found at Reception #147105, Ouray County on July 24, 1990. Prior easements from this Plat are shown hereon.

7. Outdoor Lighting: All outdoor lighting will conform with Ridgway Municipal Code 6-5 "Outdoor Lighting Regulations", as may be amended.

8. The Townhome Units. Lots 8-9, 22-23 (the 2 Townhome Units) have shared elements, such as exterior walls, roof, and foundation. The Townhome Units will not share a interior common wall, but will be built with an interstitial space between.

a. Responsibility for maintenance of the shared elements of each Townhome shall be the Joint and Several liability of the Units Owners of the Townhomes.

b. The Townhome Units depicted on this plat shall have uniform exterior appearance. Future improvements, modifications and repair to the units' exteriors shall be done in accordance with any applicable covenants and regulations of the HOA, and performed in such a manner as to ensure uniformity and compatibility of the exterior of the units.

9. The Owners of Lots 1 to 23 shall be jointly and severally liable for the maintenance of all General Common Elements within Tract "A" Common Area, including, but not limited to the following:

The Common Building
The parking lot and access driveway
The pathways
The storage units
Outdoor lighting in Common Elements
The fences located in Common Elements
Landscaping and weed control in the Common Elements
Operation and maintenance of the irrigation system
Greenbelt, as per prior agreements, plat maps and covenants
Operation and maintenance of the storm water system, including area between units, French drains, retaining walls, pond, etc.
Removal & Replacement of any physical features IE: Path Lighting, Sidewalks, Landscape and Fencing, if the Town of Ridgway or other providers need access through easements for maintenance or repairs to their infrastructure located within

As between the HOA and Unit Owners, these duties shall be as set forth in the Declarations. This provision shall run with the land in the Vista Park Commons subdivision, and shall be a benefit and a burden to the owners of all lots final platted thereon, and shall be applicable to said owners, their successors, heirs, and assigns, and all parties claiming by through or under them.

In the event that said maintenance, removal & replacement are 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. In the event of removal & replacement of physical features needed for the Town to access Town infrastructure, such removal shall occur in the time frame provided by the Town for the maintenance or repair. If the removal is not completed in the time frame provided by the Town, the Town assumes no responsibility or liability for any damage caused to the physical features and related subsurface improvements. These obligations shall run with the land and be binding upon all successors in interest to the said lot(s).

10. Drainage Easements - Non-public Easement - The drainage easement(s) shown hereon shall be maintained by the owners of all lots encumbered by the easement, jointly and severally in a manner that preserves the grade as originally established and so as to not impede the free flow of water, including but not limited to the planting or encroachment of trees and shrubs and other impeding vegetation, so as not to impede the free flow of water or cause erosion in any way. The Town is not responsible or liable in any manner for the maintenance, repair, or operation of any pipelines, ditches or improvements as located within said easements. Upon failure to properly maintain the drainage easement(s) shown hereon, or in the need to abate a nuisance or public hazard, the Town may cause the maintenance or repair to be performed and assess the costs thereof to such owners, and may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner. The Town is granted a perpetual blanket right of ingress and egress from and over anywhere on the Property for any such maintenance or repair of the drainage system.

11. Irrigation System - An irrigation system will be built for the area designated as the General Common Element. Said irrigation system shall be owned and maintained by the HOA and shall not be impeded or altered in any way so as to impact the delivery of water, unless otherwise determined by the HOA according to the Declaration and the HOA Bylaws. The Town is not responsible or liable in any manner for the maintenance, repair, or operation of any irrigation pipelines, improvements or ditches as located within said easements. Upon failure to properly maintain the irrigation system, or in the need to abate a nuisance or public hazard, the Town may cause the maintenance or repair to be performed and assess the costs thereof to the HOA, and may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner. The Town is granted a perpetual blanket right of ingress and egress from and over anywhere on the Property for any such maintenance or repair of the irrigation system.

12. Soils throughout the Ridgway area have been found to have the potential to swell, consolidate and cave. All owners, contractors, and engineers are required to investigate soil, groundwater, and drainage conditions on a particular lot prior to design and construction. On April 25, 2017, Lambert and Associates of Montrose and Grand Junction, Colorado issued a Geotechnical Engineering Study discussing soil characteristics in the "Ridgway Village Housing Development" now known as "Vista Park Commons," 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 and groundwater conditions present in this subdivision.

13. NO FURTHER SUBDIVISION. There shall be no further subdivision of any Lot, Common Element or Common Space Tract.

14. Town of Ridgway Benchmark, K-19 a 3 1/4" brass cap set in concrete stamped "K-19 6987.73" 1928" elevation 6987.73.

15. Units Statement: The Linear Unit used on this plat is U.S. Survey Feet.

16. All construction will conform with Ridgway Municipal Code.

17. All provisions of the Ridgway Municipal Code, as adjusted from time to time, apply to this property with the exception of those explicitly provided for in the Vista Park Commons - P.U.D.. Where there is conflict between the provisions of the Ridgway Municipal Code and the provisions of this P.U.D., this P.U.D. shall prevail.

NOTICE:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

ATTORNEYS CERTIFICATE:

I, J. David Reed, an attorney at law duly licensed to practice before the courts of record of Colorado, do hereby certify that I have examined the Title Commitment Order Number _____ effective as of _____, 202____. M. issued by _____ and according to that title commitment, of all land herein platted and that title to such land is in the dedicator(s) and owners, and that based upon my review of said title commitment, the property dedicated hereon has been dedicated free and clear of all liens and encumbrances, except as follows:

Dated this _____ day of _____, 202____.

By: _____
J. David Reed, Attorney at Law

PLANNING COMMISSION:

Recommended for approval by the Planning Commission this _____ day of _____, 202____.

By: _____
Michelle Montague, Town of Ridgway Planning Commission Chairperson

TOWN COUNCIL:

Approved by the Town Council this _____ day of _____, 202____.

By: _____
John Clark, Town of Ridgway Mayor

APPROVAL OF TOWN ATTORNEY:

Approved for recording with the Ouray County Clerk and Recorder's Office this _____ day of _____, 202____.

By: _____
Bo Nerlin, Town of Ridgway Town Attorney

ENGINEERS CERTIFICATE:

I Joanne Fagen, a Registered Professional Engineer in the State of Colorado, do certify that the streets, curbs, gutters, and sidewalks, sanitary sewer system, water distribution system, fire protection system, and storm drainage system for this subdivision are properly designed, meet the Town of Ridgway specifications, and are adequate to serve the subdivision shown hereon.

Dated this _____ day of _____, 202____.

By: _____
Joanne Fagan, Town of Ridgway Town Engineer

CERTIFICATE OF IMPROVEMENTS:

The undersigned, Town Manager of the Town of Ridgway, certifies that all required improvements and utilities are installed, available, and adequate to serve each lot in the _____ Subdivision.

Dated this _____ day of _____, 202____.

By: _____
Preston Neill, Town of Ridgway Town Manager

SURVEYOR'S CERTIFICATE

I, Peter C. Sauer, being a Registered Land Surveyor in the State of Colorado do hereby certify that this plat was prepared under my direct supervision and that said survey is true and accurate to the best of my knowledge, conforms to all requirements of the Colorado Revised Statute, and all applicable Town of Ridgway regulations, and that all required monuments have been set as shown.

Peter C. Sauer, PLS 38135

TREASURERS CERTIFICATE:

According to the records of the County of Ouray Treasurer there are no liens against this subdivision or any part thereof for unpaid state, county municipal or local taxes or special assessments due and payable.

Dated this _____ day of _____, 202____.

By: _____
Jill Mihelich, Ouray County Treasurer

LIENHOLDER'S AFFIDAVIT

Before a Notary Public, duly qualified and acting in and for said town, county and state, appeared Carl Darnell know by official government-issued photograph identification to be the affiant herein, who stated the following under oath:

The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County records at Reception No. 230809, hereby joins in this subdivision, any applicable subdivision improvements agreement, and the declaration of easements, property and streets as shown hereon.

Lien Holder: _____

Name: Carl Darnell

Title: _____

Before a Notary Public, duly qualified and acting in and for said town, county and state, appeared Jack Rajca know by official government-issued photograph identification to be the affiant herein, who stated the following under oath:

The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County records at Reception No. 228531, hereby joins in this subdivision, any applicable subdivision improvements agreement, and the declaration of easements, property and streets as shown hereon.

Lien Holder: _____

Name: Jack Rajca

Title: _____

Before a Notary Public, duly qualified and acting in and for said town, county and state, appeared Joan M. Erchen know by official government-issued photograph identification to be the affiant herein, who stated the following under oath:

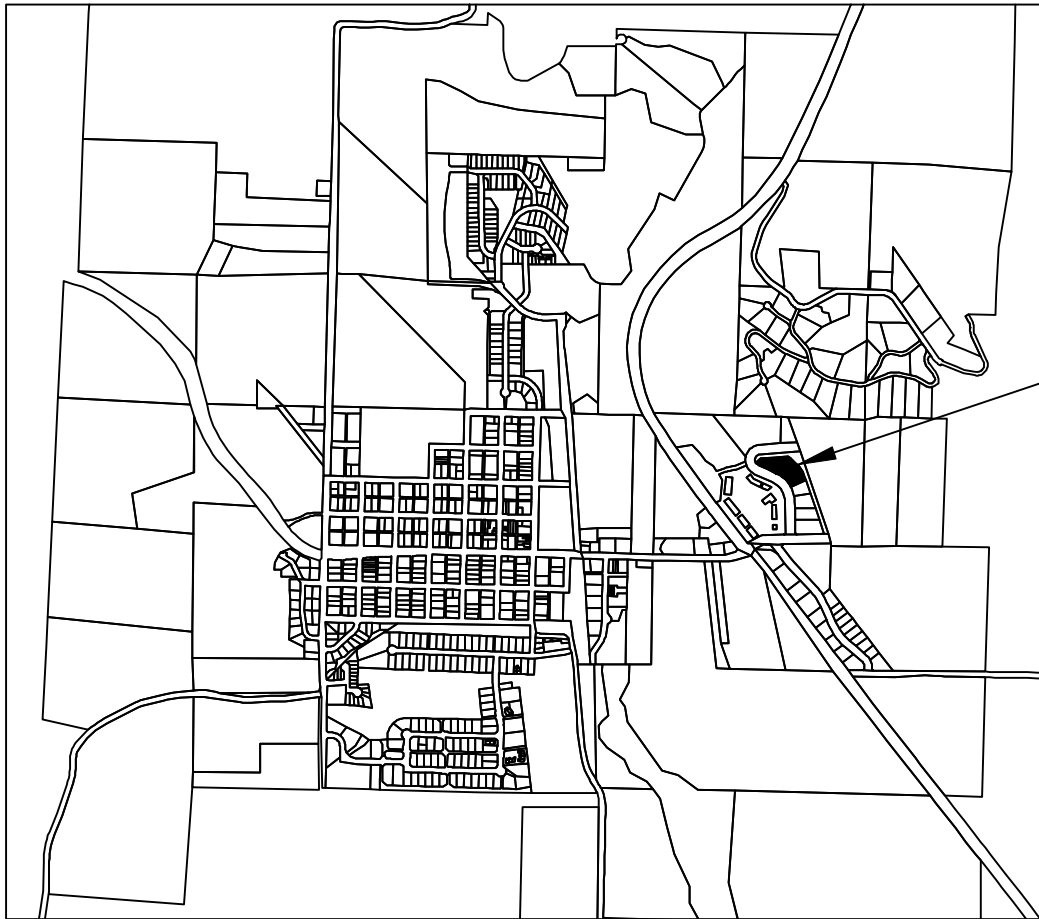
The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County records at Reception No. 230842, hereby joins in this subdivision, any applicable subdivision improvements agreement, and the declaration of easements, property and streets as shown hereon.

Lien Holder: _____

Name: Joan M. Erchen

Title: _____

Vista Park Commons
Vicinity Map
(Not to Scale)



PAGE INDEX:

Page 1 Certificates and Notes
Page 2 Certificates, Notes, Lot Line Vacation and Topographic Information
Page 3 and 4 Units Boundary and Easements, Building Setbacks, Parking Area and Storage Areas

Before a Notary Public, duly qualified and acting in and for said town, county and state, appeared _____ know by official government-issued photograph identification to be the affiant herein, who stated the following under oath:
The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County records at Reception No. 231787, hereby joins in this subdivision, any applicable subdivision improvements agreement, and the declaration of easements, property and streets as shown hereon.

Lien Holder: _____

Name: _____

Title: _____

Before a Notary Public, duly qualified and acting in and for said town, county and state, appeared Doreen Larisch Barefoot know by official government-issued photograph identification to be the affiant herein, who stated the following under oath:
The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County records at Reception No. 231787, hereby joins in this subdivision, any applicable subdivision improvements agreement, and the declaration of easements, property and streets as shown hereon.

Lien Holder: _____

Name: Doreen Larisch Barefoot

Title: _____

Before a Notary Public, duly qualified and acting in and for said town, county and state, appeared _____ know by official government-issued photograph identification to be the affiant herein, who stated the following under oath:
The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County records at Reception No. 231958, hereby joins in this subdivision, any applicable subdivision improvements agreement, and the declaration of easements, property and streets as shown hereon.

Lien Holder: _____

Name: _____

Title: _____

ADJOINING OWNER OF PROPERTY AFFECTED BY THIS PLAT:

Ridgway USA Association, a Colorado Non-Profit Corporation, being owner of property affected by this plat including relocation of the ditch and changes to the adjoining greenbelt area. Approve of these changes.

Dated _____ day of _____, 202____.

Signed: _____

By: _____ as _____ of Ridgway USA Association, A Colorado Non-Profit Corporation


RECORDER'S CERTIFICATE:

This plat was filed for record in the office of Clerk and Recorder of Ouray County at _____, M. on the _____ day of _____, 202____, under

Reception No. _____

By _____
Michelle Nauer, Ouray County Clerk and Recorder

Deputy

PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 9-26-22	REVISIONS	DATE	DESCRIPTION	BY
	1			
	2			
	3			
	4			
	5			
		OFFICE (970) 249-5349 - FAX (970) 626-6261 CELL (970) 729-1289 23414 UNCOMPAGHRE ROAD - MONTROSE, COLORADO 81403 WWW.ORIONSURVEYING.COM		
DRAWING PATH: Preliminary Plat 9-22		SHEET No. 1 OF 4		PROJECT: 17025

REDCLIFF DRIVE

Edge of Asphalt
6980

Fire Hydrant
6990

Greenbelt
for Relocated Mosby Ditch and Utility Easement Per Reception No. 147701

Lot 34

S 84°27'15" W 131.29'

N 87°00'00" W 105.57'

L=48.33'
R=60.00'

Ditch

CMP

Lot Line Vouched by this Plot
N 27°00'00" E 140.31'

10' Service & Utility Easement Per Reception No. 147701

Telephone Pedestal

Electric Transformer

Fire Hydrant

R=330.00'
L=118.23'

Lot 33

S 84°27'15" W (Basis of Bearings) 160.00'

N 87°00'00" W 105.57'

Lot Line Vouched by this Plot
S 84°27'15" W 219.81'

Lot 32

Lot Line Vouched by this Plot
N 40°27'15" E 250.00'

Redcliff Drive

Electric Transformer

Telephone Pedestal

Lot 31

Lot Line Vouched by this Plot
N 62°10'53" E 172.48'

Lot 30

N 27°00'00" W 145.00'

Lot 29

S 79°33'39" W 172.08'

Electric Transformer

Telephone Pedestal

Benchmarks:

- K-19 USGS Benchmark, Elevation 6987.73

Total Area: 2.44 Acres

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

LEGEND

- Found No. 5 Rebar and 1 1/2" Aluminum Cap LS 12180
- Found No. 5 Rebar

BASIS OF BEARINGS: The north line of Lot 33 and 34, Final Plat Ridgway Land Company Subdivision, is recorded as, and shown hereon as being S 84° 27' 15" W.

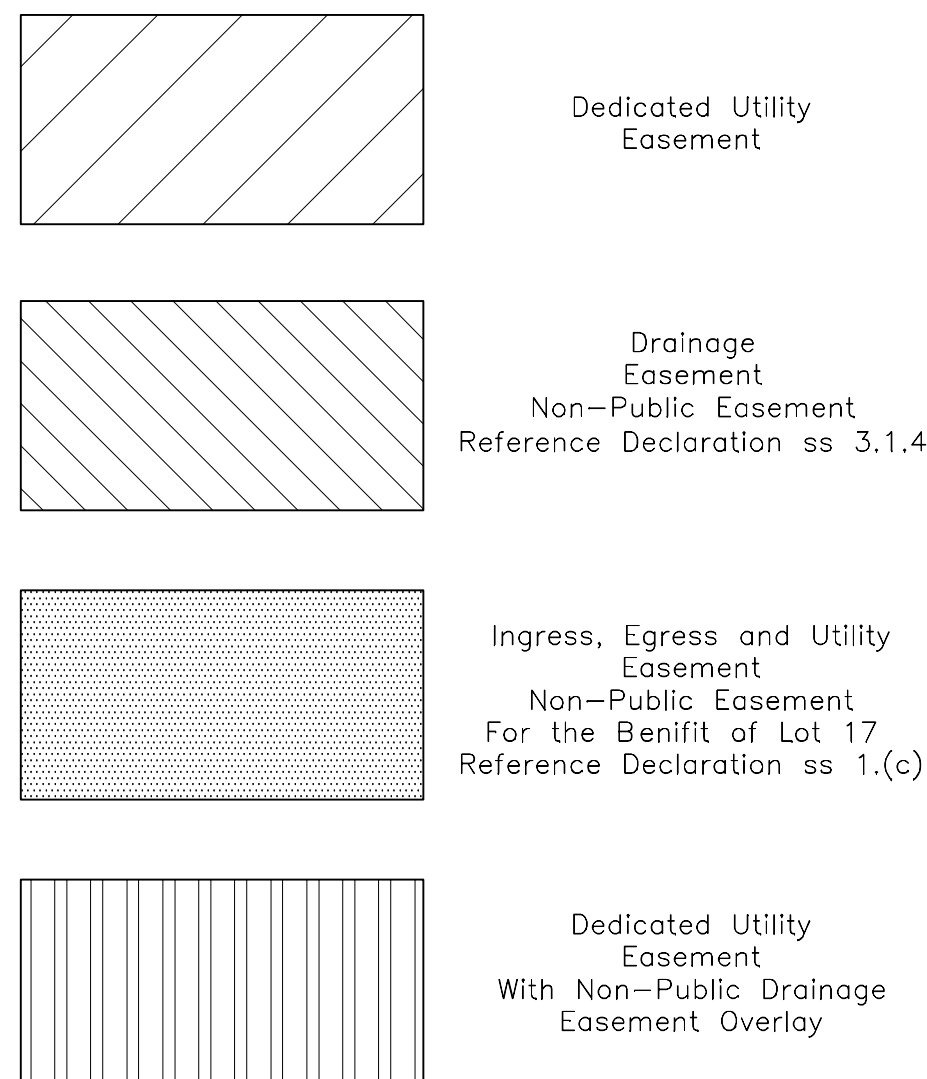
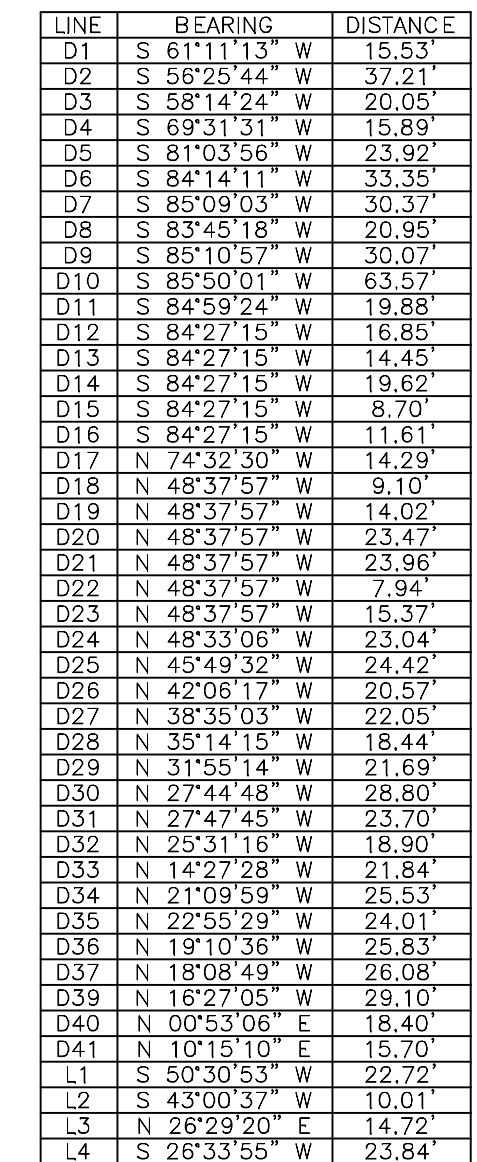
PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 9/26/22	REVISIONS	DATE	DESCRIPTION	BY
	1			
	2			
	3			
	4			
	5			

REVIEWS	DATE	DESCRIPTION	BY
1			
2			
3			
4			
5			



OFFICE (970) 249-5349 - FAX (970) 626-6261
CELL (970) 729-1289
23414 UNCOMPAHGRE ROAD - MONTROSE, COLORADO 81403
WWW.ORIONSURVEYING.COM

As Replatted



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C 1	137.81'	65.41'	64.80'	N 80°10'13" W	27°11'51"
C 1	137.81'	65.41'	64.80'	N 80°10'13" W	27°11'51"
C 2	136.06'	26.53'	26.49'	N 61°03'23" W	11°10'22"
C 3	277.87'	38.02'	37.99'	N 29°54'28" W	7°50'25"
C 4	287.41'	23.63'	23.62'	N 23°33'05" W	4°42'36"
C 5	215.10'	24.42'	24.41'	N 27°39'19" W	6°30'18"

PROJECT: 17025

Vista Park Commons - P.U.D.
Replat of Lots 30-34, Ridgway Land Company Subdivision
Located in the South 1/2 of the North 1/2, Section 16, Township 45 North, Range 8 West, NMPM,
Town of Ridgway, County of Ouray, State of Colorado

As Replatted

REDCLIFF DRIVE
100' Right-of-Way per Reception No. 147701

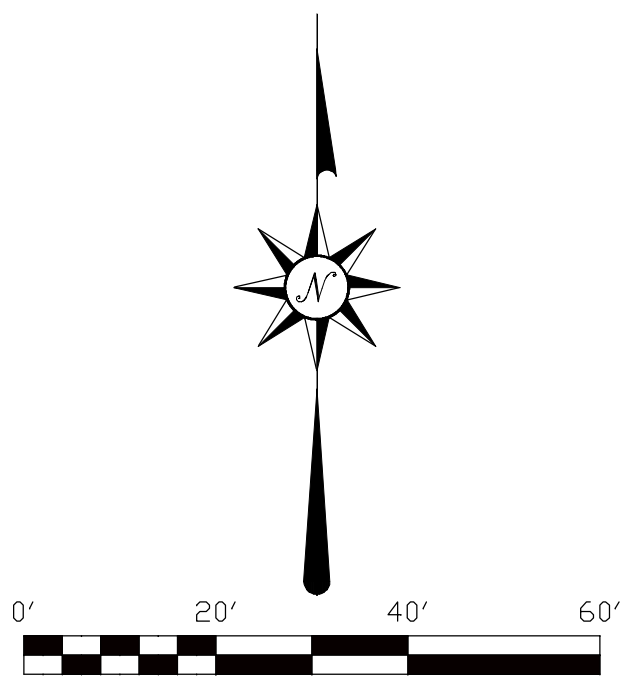
10' Service & Utility Easement
Per Reception No. 147701

Page 3
Page 4

Greenbelt
Per Reception
No. 147701

Dedicated to the Town
as Utility Easement

- Dedicated Utility Easement
- Drainage Easement
Non-Public Easement
Reference Declaration ss 3.1.4
- Ingress, Egress and Utility Easement
Non-Public Easement
For the Benefit of Lot 17
Reference Declaration ss 1.(c)
- Dedicated Utility Easement
With Non-Public Drainage Easement Overlay




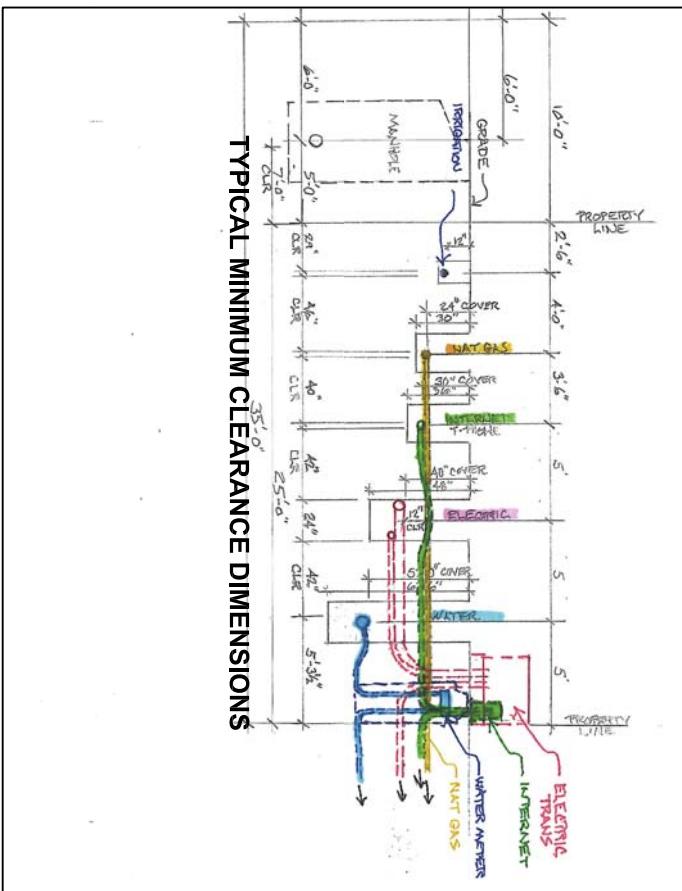
- Legend
- Set 18" No. 5 Rebar with 1 1/2" Aluminum Cap LS 38135
 - Found No. 5 Rebar and 1 1/2" Aluminum Cap LS 12180
 - Found No. 5 Rebar
 - Building Setback
 - Easement
 - Building Setback and Easement

- NOTES
- Benchmark:
K-19 USGS Benchmark, Elevation 8987.73
 - Total Area: 2.44 Acres
 - L.C.E. = Limited Common Element
G.C.E. = General Common Element
 - A.D.A. = Americans with Disabilities Act Parking Space

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 9-26-22	REVISIONS	DATE	DESCRIPTION	BY
	1			
	2			
	3			
	4			
	5			
	OFFICE (970) 249-5349 - FAX (970) 626-6261			
	CELL (970) 729-1289			
	23414 UNCOMPAHGRE ROAD - MONTROSE, COLORADO 81403			
	WWW.ORIONSURVEYING.COM			
DRAWING PATH: Final 9-22		SHEET No. 4 OF 4		PROJECT: 17026



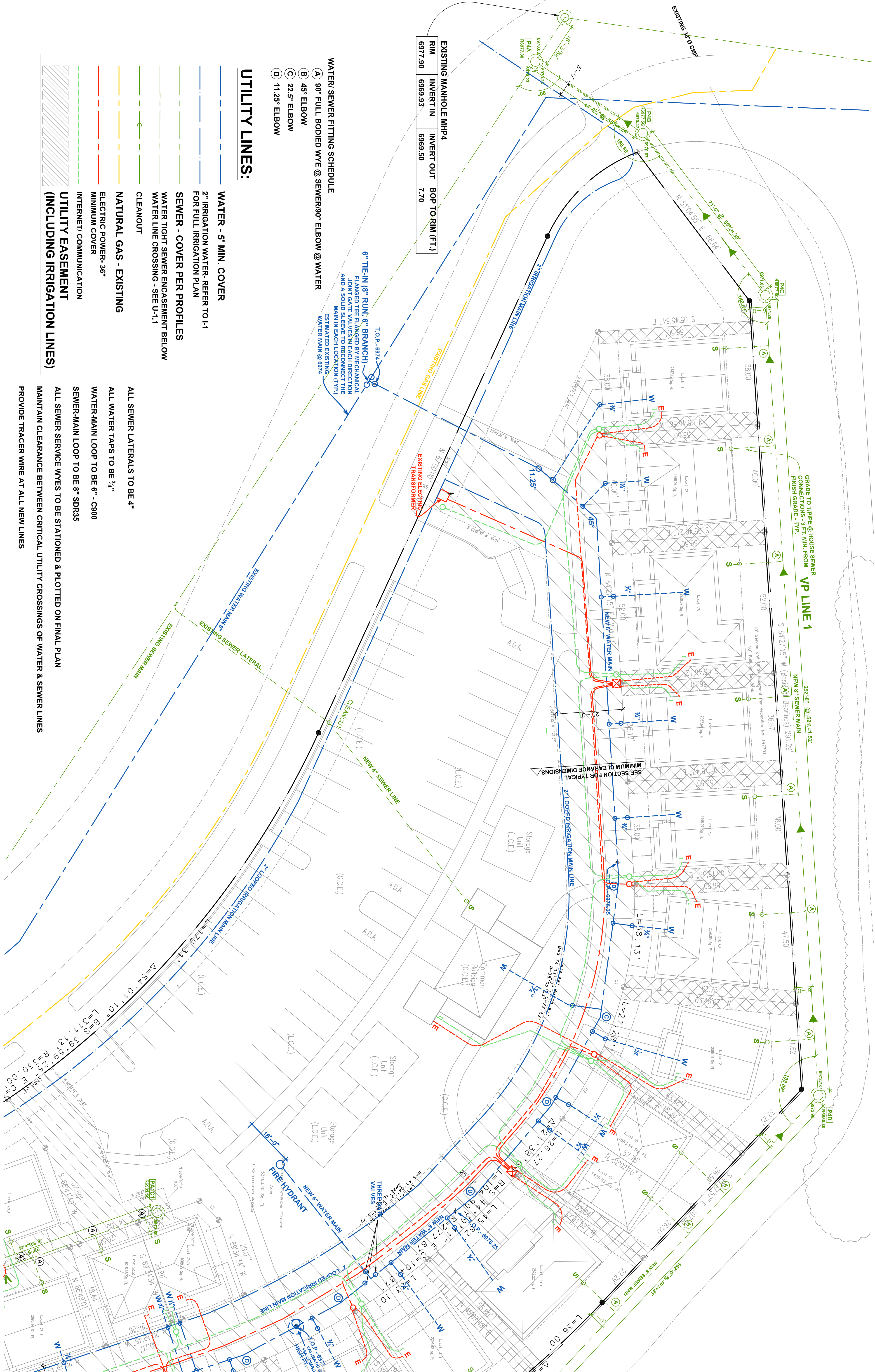
NEW M #	RM	INVERT IN	INVERT OUT	BOF TO RM (FT.)
PA4	6971.80	6970.23	6970.03	7.77
PAB	6971.50	6970.67	6970.67	7.03
PAC	6971.80	6971.26	6971.06	6.74
PAD	6980.30	6972.96	6972.18	7.52
PAE	6980.20	6972.79	6972.79	6.41
PA1A	6973.50	6972.45	6973.25	7.25
PAB	6980.50	6973.08	6973.88	7.62
PAC	6981.50	6973.41	6973.21	8.29
PAD	6980.30	6974.26	6973.06	6.24
PAC1	6981.50		6973.87	7.93
PA1D	6980.30		6973.49	5.91
PA1E	6980.25		6974.92	5.58

EXISTING MANHOLE			
RIM	INVERT IN	INVERT OUT	BOP TO RIM (FT.)
6979.44	6972.13	6972.03	7.41

ASPHALT NOTE: TYPICAL FOR ALL UTILITY TRENCHING AT EXISTING ROADWAY, ASPHALT PATCHES ON REECLIFF WILL REQUIRE 1" CAP PATCHING; CLASS 6 IS 6" WIDER IN EACH DIRECTION THAN THE TRENCH AND THE ASPHALT PATCH IS 6" WIDER THAN THE CLASS 6 IS. EXISTING ASPHALT SHOULD BE MILLED SO THAT ONE LIFT OF THE NEW ASPHALT OVERLAPS APPROX. 2 FEET ONTO OLD ASPHALT.

UTILITY PLAN

SCALE: 1"=20'-0"



EXISTING MANHOLE MHP4			
RIM	INVERT IN	INVERT OUT	BOP TO RIM (FT.)
6977.30	6969.93	6969.50	7.70

- WATER/SEWER FITTING SCHEDULE
- A 90° FULL BODIED WYE @ SEWER 90° ELBOW @ WATER
 - B 45° ELBOW
 - C 22.5° ELBOW
 - D 11.25° ELBOW

UTILITY LINES:

- WATER - 5" MIN. COVER
- 2" IRRIGATION WATER - REFER TO I-1 FOR FULL IRRIGATION PLAN
- SEWER - COVER PER PROFILES
- WATER TIGHT SEWER ENCASUREMENT BELOW WATER LINE CROSSING - SEE U-1.1
- CLEANOUT
- NATURAL GAS - EXISTING
- ELECTRIC POWER - 36"
- MINIMUM COVER
- INTERNET/ COMMUNICATION
- UTILITY EASEMENT (INCLUDING IRRIGATION LINES)

ALL SEWER LATERALS TO BE 4"

ALL WATER TAPS TO BE 3/4"

WATER-MAIN LOOP TO BE 6" - C900

SEWER-MAIN LOOP TO BE 8" SDR35

ALL SEWER SERVICE WYES TO BE STATIONED & PLOTTED ON FINAL PLAN

MAINTAIN CLEARANCE BETWEEN CRITICAL UTILITY CROSSINGS OF WATER & SEWER LINES

PROVIDE TRACER WIRE AT ALL NEW LINES

NORTH UTILITY PLAN

SCALE: 1/8" = 1'-0"

REVISIONS	
4/21/22: UTILITY AS-BUILTS	

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

NORTH UTILITY PLAN

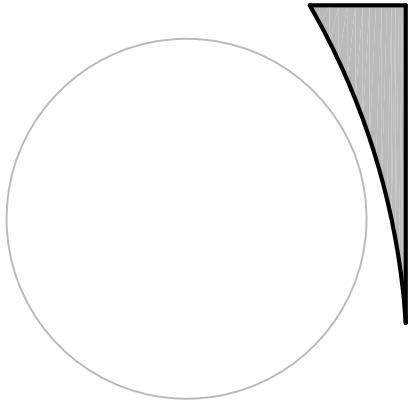
DOUG MACFARLANE
ARCHITECT- LLC

653 N. CORA, SUITE 201, RIDGWAY, CO. (970)-626-3308

JOB: V.P.C.
DATE: 4/21/22
SCALE:
SHEET:

U-1.4

REVISIONS
4/21/22: UTILITY
AS-BUILTS



VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

SOUTH UTILITY PLAN

DOUG MACFARLANE
ARCHITECT- LLC

653 N. CORA, SUITE 201, RIDGWAY, CO. (970)-626-3308



JOB: V.P.C.
DATE: 4/21/22
SCALE:
SHEET:

U-1.5

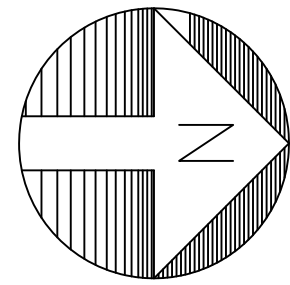
SCALE: 1/6" = 1'-0"

SOUTH UTILITY PLAN

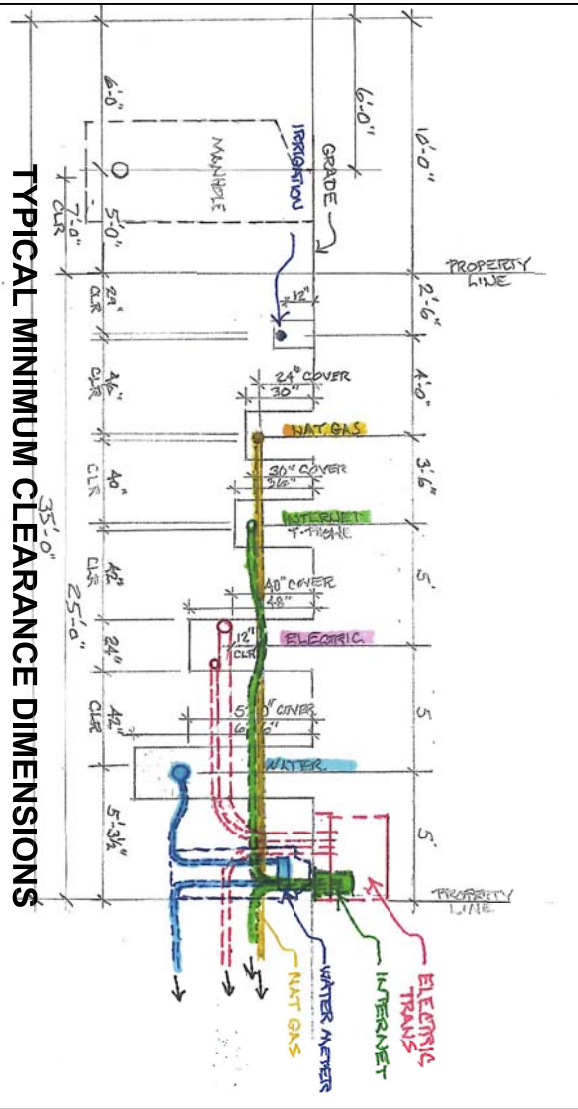
NEW MANHOLE HEIGHTS			
NEW MH #	RIM	INVERT IN	INVERT OUT BOP TO RIM (FT.)
P4A	6977.80	6970.23	7.77
P4B	6977.50	6970.67	7.03
P4C	6977.80	6971.26	6.74
P4D	6980.30	6972.98	7.52
P4E	6980.20	6973.79	6.41
PA1A	6979.50	6972.45	7.25
PA1B	6980.50	6973.08	7.62
PA1C	6981.50	6973.41	8.29
PA1D	6980.30	6974.26	6.24
PA1C1	6981.50	6973.87	7.63
PA1D1	6980.30	6974.59	5.91
PA1E	6980.25	6974.92	5.56

EXISTING MANHOLE			
RIM	INVERT IN	INVERT OUT	BOP TO RIM (FT.)
6979.44	6972.13	6972.03	7.41

ASPHALT NOTE: TYPICAL FOR ALL UTILITY
TRENCHING AT EXISTING ROADWAY. ASPHALT
PATCHES ON REDCLIFF WILL REQUIRE 1" CAP
PATCHING: CLASS 6 IS 6" WIDER IN EACH
DIRECTION THAN THE TRENCH AND THE ASPHALT
PATCH IS 6" WIDER THAN THE CLASS 6 IS.
EXISTING ASPHALT SHOULD BE WILDED SO THAT
ONE LIFT OF THE NEW ASPHALT OVERLAPS
APPROX. 2 FEET ONTO OLD ASPHALT.



TYPICAL MINIMUM CLEARANCE DIMENSIONS



ALL SEWER LATERALS TO BE 4"

ALL WATER TAPS TO BE 3/4"

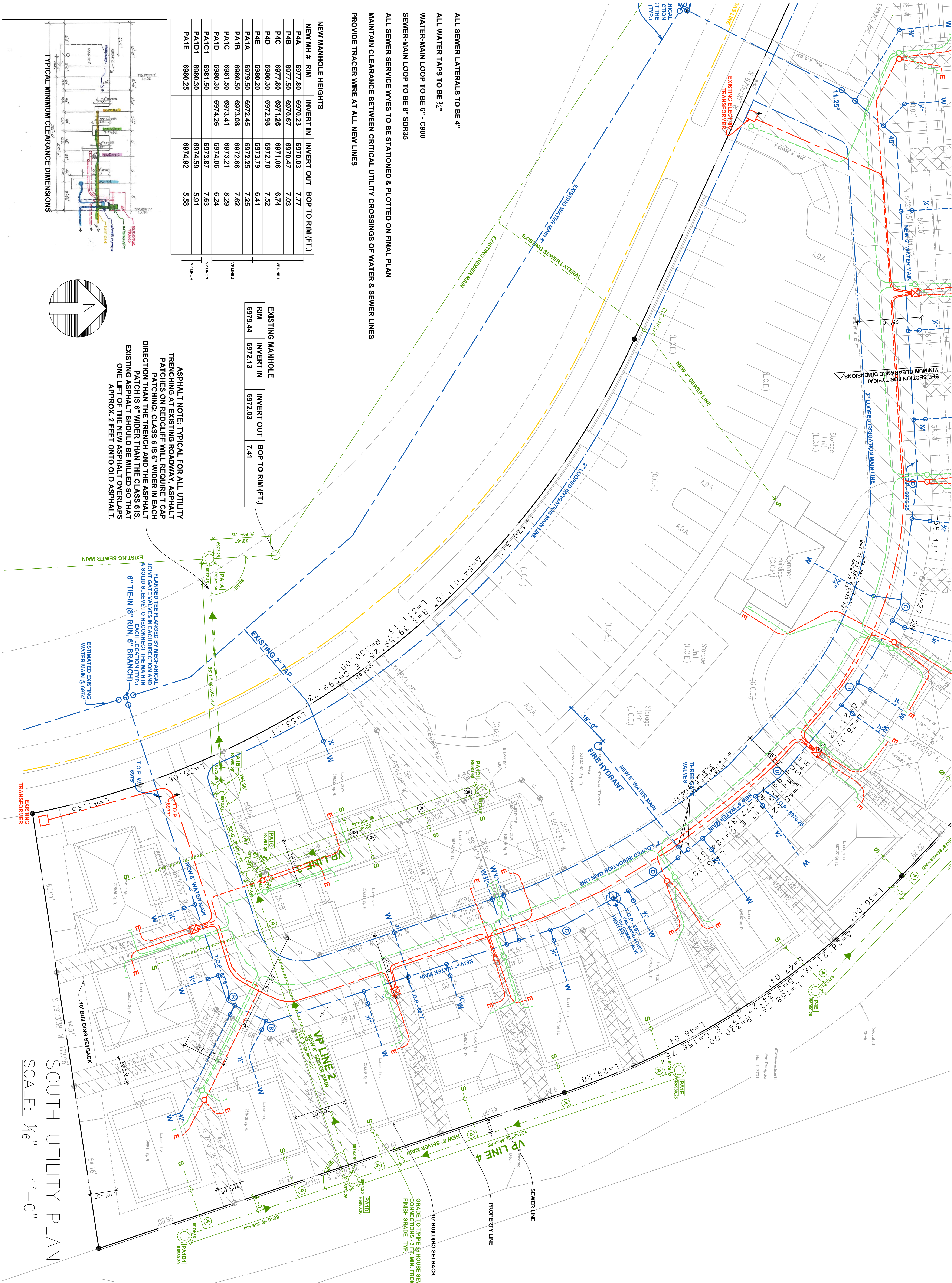
WATER-MAIN LOOP TO BE 6" - C900

SEWER-MAIN LOOP TO BE 8" SDR35

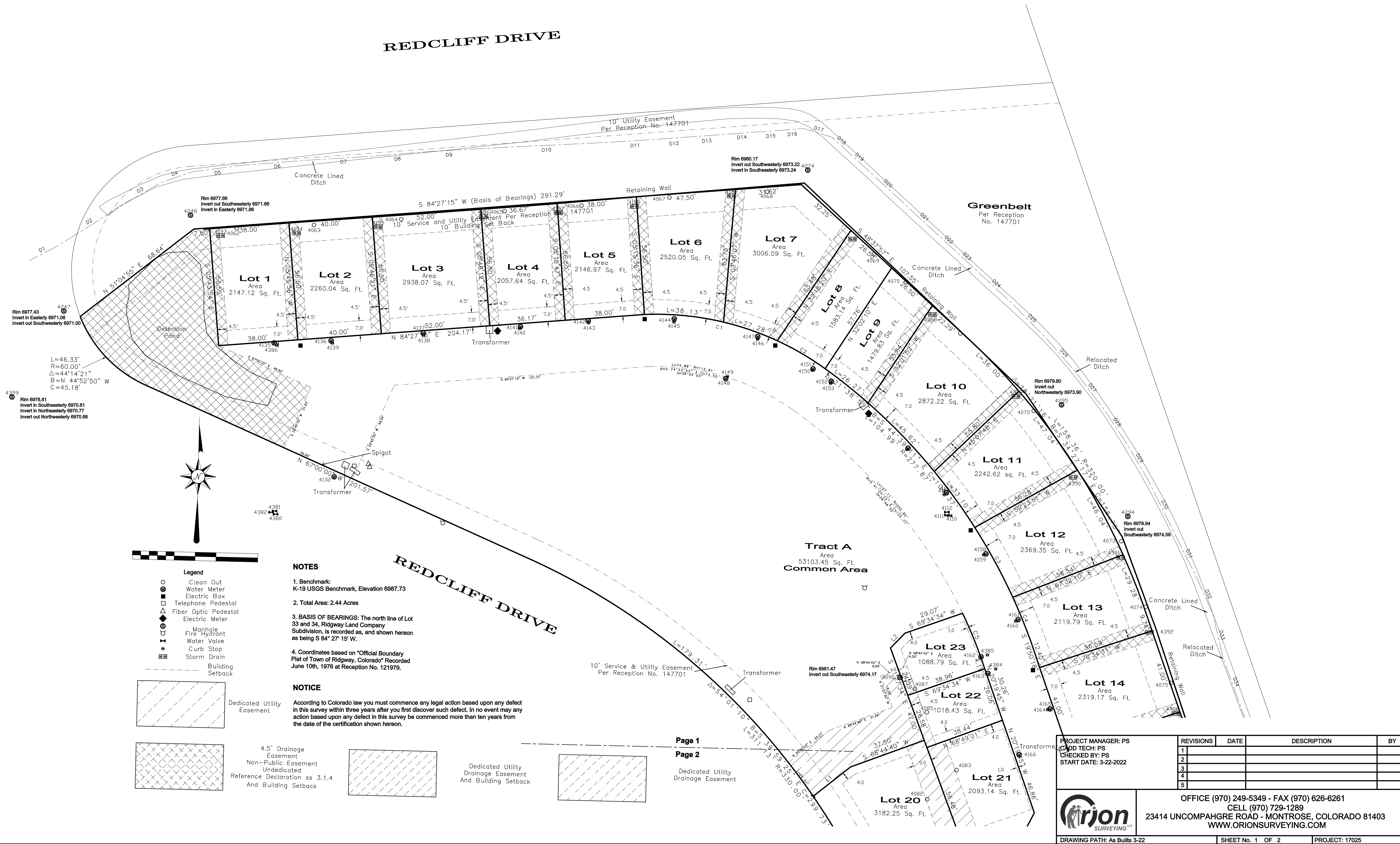
ALL SEWER SERVICE WYES TO BE STATIONED & PLOTTED ON FINAL PLAN

MAINTAIN CLEARANCE BETWEEN CRITICAL UTILITY CROSSINGS OF WATER & SEWER LINES

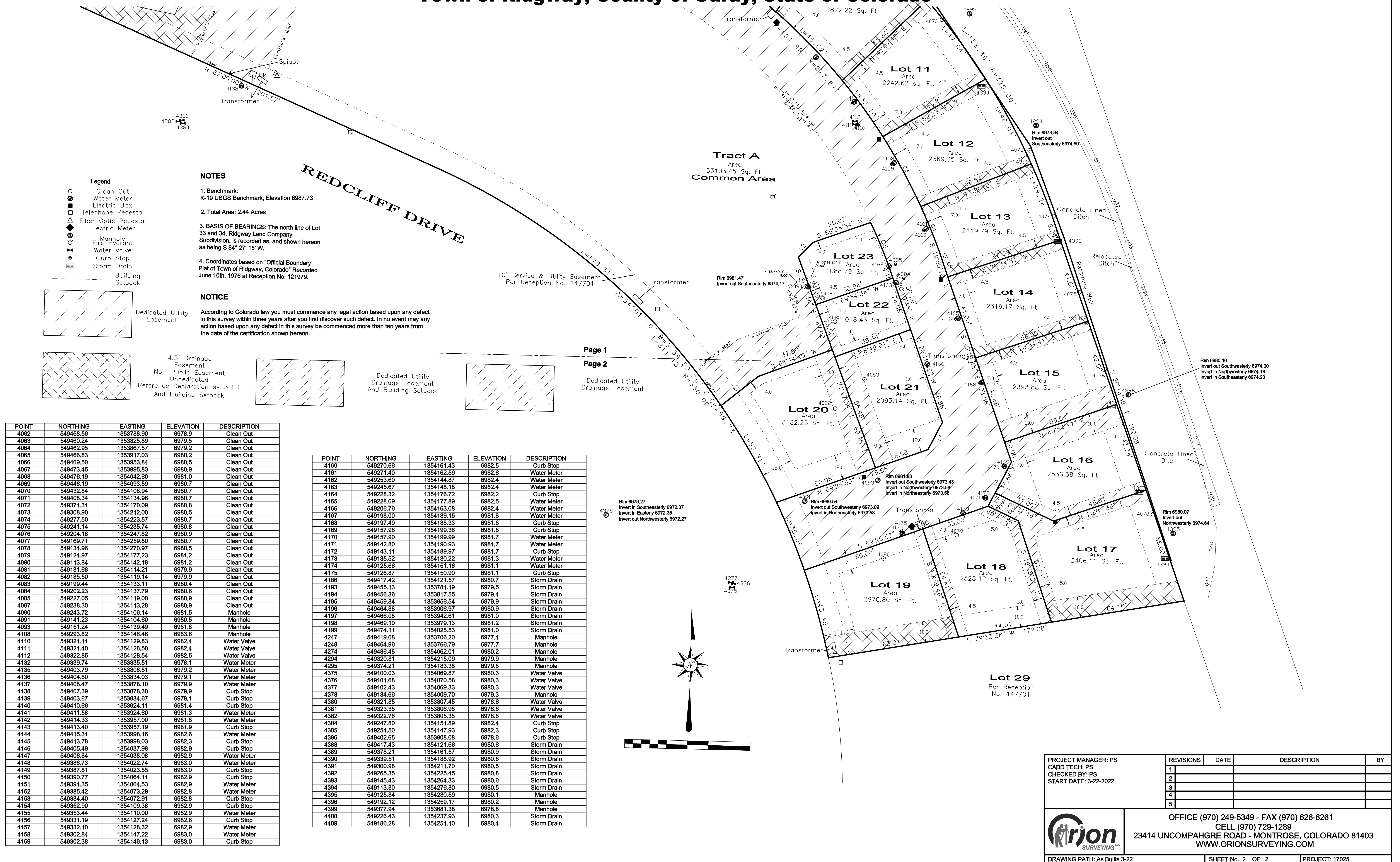
PROVIDE TRACER WIRE AT ALL NEW LINES



Vista Park Commons - P.U.D. - As Builts , March 24, 2022
Replat of Lots 30-34, Ridgway Land Company Subdivision
Located in the South 1/2 of the North 1/2, Section 16, Township 45 North, Range 8 West, NMPM,
Town of Ridgway, County of Ouray, State of Colorado



Vista Park Commons - P.U.D. - As Builts , March 24, 2022
Replat of Lots 30-34, Ridgway Land Company Subdivision
Located in the South 1/2 of the North 1/2, Section 16, Township 45 North, Range 8 West, NMPM,
Town of Ridgway, County of Ouray, State of Colorado



SUBDIVISION IMPROVEMENTS AGREEMENT

This Subdivision Improvements Agreement (**Agreement**) is entered into as of the date of mutual execution (Effective Date) hereof by the Parties by and between **VISTA PARK DEVELOPMENT, LLC**, a Colorado limited liability company, (**Developer**) and the **TOWN OF RIDGWAY, COLORADO (Town)** (together, the **Parties**) pursuant to the subdivision regulations of the Town.

RECITALS:

The Developer seeks approval of a subdivision the real property described on Exhibit A for a subdivision known as **VISTA PARK COMMONS SUBDIVISION (Development)**. The subdivision has been reviewed and approved by the Town.

The Town seeks to (1) protect the health, safety and general welfare of the community, (2) ensure compliance with the Town's subdivision regulations by requiring the completion of various improvements to the Property, (3) limit and mitigate the potentially harmful effects of substandard development, and (4) protect the Town from the costs of completing necessary improvements supporting the Development.

The mutual promises, covenants, and obligations set forth in this Agreement are authorized by state law, the Colorado Constitution, and the Town's land development ordinances and regulations.

NOW THEREFORE, in consideration of the Developer's receiving subdivision and development approval from the Town for the Development, the Parties agree and covenant as follows:

1. Improvements. The Developer shall design, construct and install, at its own expense, those improvements listed and described on Exhibit B (**Improvements**) in accordance with the approved preliminary and final plats and in accordance with the applicable design and construction standards of the Town's applicable regulations.

a. Commencement, Completion and Abandonment. The Developer shall commence work on the Improvements within thirty (30) days of the Effective Date of this Agreement (**Commencement Date**). The Developer shall complete the Improvements by the end of the twelfth month from the Effective Date of this Agreement (**Completion Date**). The Completion Date may be extended upon the written request of the Developer if the Town determines that there is good cause for such extension; such extension shall be in writing executed by the Town. The Developer shall not cease construction for any period of more than ninety (90) consecutive days; if construction is ceased for more than 60 consecutive days, the Town may deem the Development abandoned (**Abandonment**).

b. Compliance with Law. The Developer shall comply with applicable federal, state, and local laws, ordinances and regulations in constructing the Improvements.

2. **Security.** As security to guarantee the construction of the Improvements, Developer shall deliver to the Town a letter of credit in the amount of the estimated cost of the Improvements in the form of Exhibit C. The cost estimate is provided in Exhibit B.

a. **Release of Security; Reduction of Security.** The Town will release its interest in the Security upon issuance of a Certificate of Completion for the Improvements. The Town may affect a partial release or a partial draw of the Security based upon partial completion of the Improvements or limited defects or repairs. The Town shall expressly release the Security and/or contract obligations if it accepts new security from any developer or lender who subsequently acquires the Property.

b. **Use of Proceeds.** The Security funds shall be used by the Town only to complete the Improvements or to correct failed or defective Improvements and for no other purpose. Funds that are called or drawn by the Town and not used to complete or repair Improvements in accordance with this Agreement within twenty-four months of said draw or call shall be paid to the Developer or returned to the issuer of the Letter of Credit, at Developer's election.

c. **Call or Draw of Security Funds – Default of Developer.** The Town may call or draw upon the Security only in the event of Developer default under this Agreement. The following shall constitute a default by the Developer:

- (1) Developer's failure to complete all of the Improvements on or before the Completion Date, as duly extended;
- (2) Developer's failure to take reasonable actions to correct defective construction of Improvements within the applicable warranty period;
- (3) Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy by or of the Developer;
- (4) Notification to the Town by any lender with a lien on the Property of a default by the Developer on any obligation to such lender;
- (5) With regard to the Property or any partition thereof, initiation of any foreclosure action regarding any lien, encumbrance, or mechanics lien, or any assignment or conveyance of the Property in lieu of foreclosure;
- (6) Notification to the Town by the bank issuing the Security that it will not renew the Security during a time when security is still required hereunder and no substitute collateral or other security has been provided by the Developer.

Upon default the Town may draw on or proceed to collect the Security up to the full face amount thereof. The Town may complete Improvements itself or may contract with a third party for completion. The Developer grants to the Town and/or its

contractor(s) a non-exclusive right to enter the Property for the limited purpose of constructing, reconstructing, repairing, maintaining, and inspecting Improvements.

3. **Inspection.** The Town will inspect the Improvements to determine compliance with the Town's subdivision and development regulations. When the Town has determined that the Improvements have been properly completed, the Town shall certify such in writing (**Certificate of Completion**), and with respect to public improvements, shall issue in writing an acceptance of such public improvements (**Acceptance**), and shall release the security for the Improvements. The Developer's obligation to complete the Improvements is and shall be independent of any obligations of the Town set forth herein.

a. **Notice of Defect.** The Town shall provide timely written notice to Developer if a Town inspection reveals any defect or failure to conform to Town standards in whole or in part. The Developer shall provide timely written notice to the Town when the Developer or its professional consultant(s) has knowledge that an Improvement does not conform with Town standards or is otherwise defective in whole or in part. The Developer shall correct all non-conforming construction and/or defects within forty-five (45) days of such notice.

b. **Liens and Encumbrances.** Prior to Acceptance, the Developer shall document that the Developer owns the Improvements in fee simple and that there are no liens or encumbrances on the Improvements other than those that are accepted in writing by the Town.

c. **As-Built Drawings.** Prior to Acceptance, Developer shall furnish to the Town as-built drawings in appropriate electronic form, stamped and sealed by a professional engineer and copies of results of all construction control tests required by the Town.

c. **Acceptance of Improvements.** Once accepted by the Town in writing, the Developer shall not have any further responsibility or liability with respect to any public improvement, except for the Developer's obligations to repair defective improvements during the one-year warranty period as set forth below. Issuance of Certificate of Completion or of written Acceptance by the Town shall constitute prima facie evidence that Developer has complied with the requirements of this Agreement with respect to such public improvement(s); however Acceptance by the Town does not constitute a waiver by the Town of any right it may have under this Agreement to demand correction of a defect in or failure of Improvements detected or accruing after Acceptance.

4. **One Year Warranty/Guarantee.** For a period of one year from issuance of the Certificate of Completion by the Town, Developer shall correct and repair any defect in any Improvement due to materials or workmanship and shall take such steps and incur such costs as may be needed so that the Improvements or any repair or replacement thereof shall comply with the applicable standards and requirements of the Town during said one year period. The

Town shall release this Agreement after the warranty period, as may be extended by repair or alteration work or by litigation, has expired. The Town shall record a release of this Agreement in the official land records of Ouray County.

5. **Covenant Running with the Land.** This Agreement shall be binding upon the heirs, successors and assigns of the Developer and shall constitute a covenant running with the land upon recording of a Recording Memorandum referencing this Agreement in the form of Exhibit D.

6. **Assignment.** This Agreement and the Developer's obligations hereunder shall not be assigned by Developer without the express written consent of the Town; however this provision shall not prevent the enforcement of this Agreement as against any successor, heir, or assign of Developer in accordance with paragraph 5. The Town may assign the proceeds of the Security to another developer or lender that has acquired the Property, and such developer or lender shall then have the same rights of completion as the Town hereunder if and only if the subsequent developer or lender agrees in writing to complete or correct the Improvements and provides to the Town reasonable security for that obligation.

7. **No Third Party Beneficiary.** This Agreement is not executed for the benefit of materialmen, laborers or others providing work, services or material to the Developer and/or the Property or for the benefit of the owner(s), purchaser(s) or user(s) of the Property. No person or entity who or which is not a party to this Agreement shall have any right of action under or be a beneficiary of this Agreement. There shall be no third party beneficiaries of this Agreement.

8. **Remedies and Damages.** Breach of this Agreement by the Developer shall entitle the Town to recover damages from Developer; the measure of damages for breach of this Agreement shall be the reasonable cost of satisfactorily completing the Improvements plus reasonably related expenses incurred by the Town in completion of such Improvements. The costs of the Improvements shown on Exhibit B shall be prima facie evidence of such costs of completion. The remedies of the Town under this Agreement are cumulative in nature and are in addition to any other remedies the Town has at law or in equity.

9. **No Agency or Joint Venture.** The Town and the Developer are not partners, joint venturers, nor agents or employees of one another.

10. **Amendment or Modification.** The parties to this Agreement may amend or modify this Agreement only by written instrument executed by the Parties.

11. **Attorneys Fees and Costs.** Should either party be required to resort to litigation to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees and expert witness fees from the opposing party.

12. **Severability.** If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or

unenforceability shall not affect the validity of any other party, term or provision. The rights of the parties shall be construed as if the part, term or provision was never part of the Agreement.

13. **Computation of Time.** For the purpose of computing an abandonment period, completion date, or other date hereunder, times of war, civil disasters, or acts of God, or other extraordinary circumstances outside the control of a Party shall not be counted if such prevents or prevented the Developer or the Town from performing obligations under this Agreement. The Party asserting such excuse from performance must notify the other Party in writing of such assertion.

14. **Immunity.** Nothing in this Agreement constitutes a waiver of the Town's sovereign or governmental immunity under statutory or common law.

15. **Jurisdiction and Venue.** Personal jurisdiction and venue for any action commenced by either party relating to or arising out of this Agreement shall be deemed to be proper only in Ouray County, Colorado. The Parties expressly waive the right to bring such action in or to remove such action to any other court whether state or federal. Actions to enforce this Agreement shall be to the court sitting without a jury.

16. **Authority.** The Parties warrant, covenant, and represent that the person signing this Agreement as the full authority of the Party to bind the Party with respect to each and every matter contemplated by or addressed in this Agreement.

17. **Notices.** Any notice required or permitted under this Agreement shall be deemed effective two calendar days after deposit with the United States Postal Service, first class postage prepaid, and addressed to the Parties as follows:

TO DEVELOPER: Vista Park Development LLC
801 Chipeta Drive
Ridgway, Colorado 81432

TO THE TOWN: Town of Ridgway
P.O. Box 10 / 201 N. Railroad St.
Ridgway, Colorado 81432

Executed by the Parties as of the date shown below:

TOWN:

By: _____ Date: _____

Printed Name: _____ Title: _____

DEVELOPER:

By: _____ Date: _____

Printed Name: _____ Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lots 30-34, inclusive, of the Ridgway USA Development by the Ridgway Land Company, according to the recorded plat filed October 9, 1990 at Reception No 147701, Town of Ridgway, County of Ouray, State of Colorado.

EXHIBIT B

SUBDIVISION IMPROVEMENTS AND COST ESTIMATE

April 15th, 2022

Vista Park Commons - Subdivision Improvements Agreement Budget Outline						
Estimated Town Infrastructure Items to be Secured by Irrivocable Letter of Credit						
Infrastructure Costs			Unit	Quant	Per Unit	Total
100	Site Prep & Construction Safety Fencing					
	Complete					
110	Site Grading					
	Complete					
	Joint Seal & Conc Repairs at Moody Ditch Realignment (Not Complete)					
					Total	\$12,000
120	Street Frontage Grading / Sidewalk / Curb & Gutter					
	Sub Grade Prep 12" @ 95% Compaction for Street Parking & Sidewalk					
	(Sub Grade = 560 lf. X 18' wide = 10,080 sf / 9 = 1,120 SqYds)	SY	1120	\$5		\$5,600
	(12" Aggregate Base Coarse, Crushed, @ 95% Compaction)	SY	1120	\$14		\$15,680
	Concrete Curb / Gutter Installation along Street Frontage					
	Std Curb Gutter - 510 lf	LF	510	\$35		\$17,850
	Two Drive Approaches V-Pan	LF	50	\$70		\$3,500
	Sidewalk - 510 lf x 6' Width = 3,060 SF x 0.5 = 1530 cf / 27 = 57 cy	CY	57	\$650		\$37,050
	Drain Inlet, Drain under Sidewalk, Culvert to Headwall at North End	LS				\$3,500
	2" Asphalt - Roadway Off-Site Parking					
	(2" Asphalt = 560 lf x 10' Wide = 5,600 sf / 9 = 622 SqYds)	SY	622	\$30		\$18,660
	Asphalt Patching @ Water / Sewer Cuts	LS				\$6,500
	Pavement Marking	LS				\$5,500
	Barrier & Traffic Control Budget	LS				\$4,500
					Total	\$118,340
130	8" Sewer Main Construction					
	Complete					
140	6" Main Water Line Construction					
	Complete					
150	Electric Main Extention					
	Complete					
160	Gas Line Extention					
	Complete					
	Main Gas Line in Redcliff Drive is Complete... Houses are now "All Electric" with no Gas Service Loop needed thru Vista Park Commons... A single natural gas service to our Common Building will be tapped from existing main line in Redcliff Drive when Common Building is Built					
170	Parking Lot Improvements					
	Internal On-Site Improvements - To be Completed as Common Building and houses are being built					
	On-Site / Not Town Specific Infrastructure to be Included in Irrivocable Letter of Credit for Completion					
180	Storm Water Mitigation					
	Complete					
190	Common Area Walkways					
	Internal On-Site Sidewalks - To be build after Houses are complete					
	On-Site / Not Town Specific Infrastructure to be Included in Irrivocable Letter of Credit for Completion					
200	Split Rail Fencing					
	Internal On-Site Fencing - To be build after Houses are complete					
	On-Site / Not Town Specific Infrastructure to be Included in Irrivocable Letter of Credit for Completion					

April 15th, 2022

Infrastructure Costs (Continued)					
			Unit	Quant	Per Unit
					Total
210	Walkways Lighting				
	On-Site / Not Town Specific Infrastructure to be Included in Irrivocable Letter of Credit for Completion				
220	Common Area Landscape & Irrigation (Town Right-of-Way Specific)				
	Landscaping & Irrigation specifically for Road Right-of-Way Area's and Cut Slope Area at North & East Boundries				
				Total	\$22,000
230	Common Storage Buildings				
	On-Site / Not Town Specific Infrastructure to be Included in Irrivocable Letter of Credit for Completion				
240	Main Common Building - 28' x 20' = 560 sqft + 2 Sections 144 sf ea				
	On-Site / Not Town Specific Infrastructure to be Included in Irrivocable Letter of Credit for Completion				
250	Infrastructure - Administrative & General Costs				
	On-Site / Not Town Specific Infrastructure to be Included in Irrivocable Letter of Credit for Completion				
270	Land Planning / Infrastructure Plans / Architecturer & Engineering (Houses)				
	On-Site / Not Town Specific Infrastructure to be Included in Irrivocable Letter of Credit for Completion				
Total Estimated Infrastructure Budget for SIA (Letter Of Credit)					Total
					\$152,340

EXHIBIT C
LETTER OF CREDIT
(On Bank letterhead)

Town of Ridgway
c/o _____
[address]

Irrevocable Letter of Credit No. _____

ABA Number: _____

Dated: _____

Expiration: _____, subject to the automatic extensions stated below

Project Name: VISTA PARK COMMONS SUBDIVISION (Development)

Dear Sir/Madam:

We hereby establish our Irrevocable Letter of Credit, numbered as referenced above, in favor of the Town of Ridgway at the request of and for the account of Vista Park Development, LLC (Developer) in the amount of _____ U.S. dollars (\$_____).

This Letter of Credit is subject to the following terms and conditions:

1. It is effective upon signature;
2. It expires on the date set forth above subject to automatic extensions as provided below;
3. It is available by sight draft(s) drawn and marked "Drawn under _____ (bank name) Letter of Credit No. _____ dated (MM/DY/YR);
4. It is established for the use and benefit of the Town of Ridgway by reason of the Developer being obligated to pay or perform in accordance with the provisions of the Town's Zoning and Development Code and related regulations in relation to the Development referenced above;
5. It will be automatically extended for a period of six (6) months from the present or any future expiration date unless (a) the underlying obligation has been performed, released or satisfied, (b) this Letter of Credit has been called in full, or (c) the Bank notifies the Town at the address above by certified mail return receipt requested at least ninety (90) days prior to such expiration date that we elect not to further extend this Letter of Credit;

6. The following statement signed by an authorized designee of the Town of Ridgway must accompany the sight draft:

“Vista Park Development, LLC has failed to comply with the terms, conditions, provisions, and requirements of the Ridgway Zoning and Development Code and or the plans, specifications and agreements relating to the construction of Improvements required by the Town. The monies receive from this drawing are required to construct those Improvements. The Town therefore request the payment of \$ _____, the duly estimated cost of the required Improvements.”

7. Except as stated above no modification or revocation may be made by the undersigned to this Letter of Credit without the express written approval of the Town;
8. This Letter of Credit is neither negotiable nor assignable;
9. Partial drawings are permitted;
10. We hereby agree that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored on due presentation and delivery of documents, which may be done by first class mail, facsimile, in person or by any other reasonable business practice on or prior to the expiration or any extension thereof of this Letter of Credit;
11. Except as otherwise stated herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) and to the extent that it does not conflict with Article 5 of the Uniform Commercial Code of the State of Colorado.

Signature

Printed Name:

Title: _____

EXHIBIT D

RECORDING MEMORANDUM

This memorandum relates to and confirms that certain Subdivision Improvements Agreement concerning land in Ouray County, Colorado and is by and between Vista Park Development, LLC (Developer) and the Town of Ridgway (Town) pertaining to Vista Park Commons Subdivision (Development), located within and upon the following described real property within the Town of Ridgway, County of Ouray, State of Colorado, more particularly described as follows:

Lots 30-34, inclusive, of the Ridgway USA Development by the Ridgway Land Company, according to the recorded plat filed October 9, 1990 at Reception No 147701, Town of Ridgway, County of Ouray, State of Colorado.

The Developer was required by law to install and construct certain public and private improvements pursuant to application Town regulations and the provisions of a Subdivision Improvements Agreement. The improvements are required to be construction in accordance with approvals by the Town pursuant to and in accordance with the Zoning and Development Code.

The Developer and the Town by and through the signatures of the undersigned have determined and agreed to the type, quality, and amount of improvements required by the approval of the Development by and through the Subdivision Improvements Agreement.

By virtue of this notice being recorded in the land records of the Ouray County Clerk and Recorder, subsequent owners and/or those that claim by, through or under the developer are on notice of the Developer's obligations under the Subdivision Improvements Agreement. The Subdivision Improvements Agreement may be inspected and/or copies at the Town of Ridgway.

DEVELOPER:

BY: _____ DATE: _____

Printed Name: _____ Title: _____

TOWN:

BY: _____ DATE: _____

Printed Name: _____ Title: _____

9-26-2022

Vista Park Commons - Subdivision Improvement Agreement - Items for Discussion / Estimate

Asphalt Paving is Complete

Curb & Gutter is complete

Sidewalks complete by Friday, Sept 30th, 2022

Utilities Complete

Moody Ditch Complete – Except Joint Sealing & Conc Repairs to – Moody Ditch = \$12,000.00

Strom Water System Complete – Except Sod for Drywell (in Spring) = \$10,000.00

Pavement / Crosswalk Markings = \$ 5,500.00

Common Walkways Complete

Common Fencing – 75% Complete – Balance to Complete = \$ 6,000.00

Permeable Paving for Parking Lot = \$40,000.00

Walkway lighting – Underground & bases Complete – Fixtures after Vertical Const = \$ 3,000.00

Parking Lot Lighting – Underground Complete – Install Poles & Lighting = \$15,000.00

Common Area Landscaping – 58 Trees Planted / Grade & Berms Set / Irrigation \$38,000.00

Complete – Balance of Landscape to be after Vertical Construction Exteriors = _____

Estimated Total \$129,500.00



**BYLAWS
OF
VISTA PARK COMMONS
HOMEOWNERS' ASSOCIATION**

THESE BYLAWS of VISTA PARK COMMONS HOMEOWNERS' ASSOCIATION, a Colorado nonprofit corporation (the "Association"), are effective the **26th day of April 2022**, and are adopted pursuant to the Colorado Revised Nonprofit Corporation Act (the "Act") and the Colorado Common Interest Ownership Act ("CCIOA"). In the event of a conflict between these Bylaws, the Articles of Incorporation of Vista Park Commons Homeowners Association (the "Articles of Incorporation") or the Declaration of Covenants, Conditions and Restrictions for Vista Park Commons (the "Declaration"), the Articles of Incorporation and the Declaration shall control over the Bylaws, and the Declaration shall control over the Articles of Incorporation.

ARTICLE I
Members

1.1. **Membership.** Eligibility and requirements for membership are specified in the Declaration.

1.2. **Annual Meeting.** The annual meeting of the members shall be held in November of each year for the purpose of the election of directors and for the transaction of such other business as may lawfully come before the meeting.

1.3. **Special Meetings.** Special meetings of the members may be called by any board member or by members holding at least 20% of the votes of the Association upon delivery of a written request for such meeting to the president, which written request shall be duly executed by the members calling the meeting. Notice of the meeting shall be given in accordance with Section 1.5.

1.4. **Location of Meeting.** The board of directors shall designate any place, within Ouray County, Colorado as the location of any meeting. One or more members may participate in any members meeting by any means of communication by which all persons participating in the meeting can hear one another simultaneously. Such participation shall constitute presence in person at the meeting.

1.5. **Notice of Meetings; Waiver of Notice.**

1.5.1. Not less than ten (10) nor more than fifty (50) days in advance of any members meeting, the secretary shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each member or to any other mailing address designated in writing by the member. Also, to the extent feasible and practical, the notice shall be physically posted in a conspicuous place, in addition to being posted electronically or sent via electronic mail to all members who so request and who have furnished the Association with their electronic mail addresses.

or sent via electronic mail to all members who so request and who have furnished the Association with their electronic mail addresses.

1.5.2. Notice of any meeting must state the date, time and place of the meeting and any matters that require membership approval, including the general nature of any proposed amendment to the Bylaws (if the members, rather than the directors, are voting to amend) or Declaration, any budget changes, any proposal to remove a director, and any proposal to dissolve.

1.5.3. A member may waive notice of any meeting, or any other notice required by these Bylaws, by a writing signed by the member entitled to notice which is delivered to the secretary (either before or after the date and time stated in the notice) for inclusion in the minutes or for filing with the Association's records. A member's attendance at a meeting:

(a) Waives objection to lack of notice or defective notice of the meeting, unless the member, at the beginning of the meeting, objects to holding the meeting on the basis of lack of notice or defective notice; and

(b) Waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the member objects to considering the matter when it is first presented.

1.6. Quorum and Voting.

1.6.1. A quorum shall be deemed present throughout any members meeting if persons entitled to cast 20% of the votes which may be cast for election of the board of directors of the Association are present in person or by proxy at the beginning of the meeting. Upon failure of a quorum, an adjournment may be taken by the vote of a majority of the members present for a period not to exceed thirty (30) days at any one adjournment.

1.6.2. If a quorum exists, action on a matter shall be approved if the votes cast by the members present at the meeting which favor the action exceed the votes cast in opposition to the action, unless a greater number of votes is required by law, the Articles of Incorporation, the Declaration, or these Bylaws; if there are more than two (2) choices or candidates, the choice or candidate receiving a plurality of votes, whether or not a majority of the total votes cast, shall be the prevailing choice or candidate. Each member entitled to vote shall have the number of votes allocated to that member in accordance with the Declaration. At the discretion of the board or upon the request of 20% of the members who are present at a meeting or represented by proxy, and if a quorum has been achieved, a vote on any matter affecting the Vista Park Commons common interest community shall be by secret ballot. Ballots shall be counted by a neutral third party or by a committee of volunteers. Such volunteers shall be members who are selected or appointed at an open meeting, in a fair manner, by the chair of the board or another person presiding during that portion of the meeting. The volunteers shall not be board members and, in the case of a contested election for a board position, shall not be candidates. The results of any vote by

secret ballot shall be reported without reference to names, addresses, or other identifying information.

1.7. Order of Business and Participation at Meetings.

1.7.1. Unless the chairperson adopts some other agenda, the order of business at the annual meetings of the members and, insofar as practicable, at all other meetings of the members, shall be as follows:

- (a) Call of the roll of members and approval of proxies;
- (b) Proof of notice of meeting or executed waiver;
- (c) Reading of minutes of last meeting;
- (d) Reports of officers and committees;
- (e) Election of directors;
- (f) Unfinished business;
- (g) New business;
- (h) Miscellaneous business.

1.7.2. All meetings of the Association shall be open to all members, or to any person designated by a member in writing as the member's representative. At an appropriate time determined by the board, but before the board votes on an issue under discussion, members or their designated representatives shall be permitted to speak regarding that issue. The board may place reasonable time restrictions on those persons speaking during the meeting. If more than one person desires to address an issue and there are opposing views, the board shall provide for a reasonable number of persons to speak on each side of the issue.

1.8. Proxy. Members are entitled to vote at any members meeting in person or by written proxy, properly signed by the member or his or her duly authorized attorney-in-fact. Proxies shall be filed with the secretary before or at the time of the meeting. A proxy terminates eleven (11) months after its date, unless it provides otherwise. A member may not revoke a proxy except by actual notice of revocation to the person presiding over the meeting at which the proxy will be cast. A proxy is void if it is not dated or if it purports to be revocable without notice.

1.9. Fixing Record Date. For the purpose of determining members entitled to notice or to vote at any members meeting, the board of directors may fix a date in advance as the record date. Such date shall not be fewer than ten (10) nor more than fifty (50) days prior to the date on which the action is to be taken. If the directors do not fix such a record date, the record date shall be the close of business on:

- (a) With respect to any meeting, the day before the first notice is delivered to members; and
- (b) With respect to any informal action taken pursuant to Section 1.10, the date the first member signs a written consent.

1.10. Informal Action by Members. Any action required or permitted to be taken at a meeting of the members may be taken without a meeting if members entitled to vote thereon unanimously agree and consent to such action in writing. Such consent may be executed in counterparts and received by electronically transmitted facsimile or other form of wire or wireless communication providing the Association with a complete copy of the document, including a copy of the signature on the document. Unless the members establish a different effective date, action is taken at the time the last member signs the consent. Such consent shall have the same effect as action taken at a meeting of the members and may be described as such in any document. A member may revoke his or her consent by a written revocation signed by the member and received by the Association before the last member has signed the consent, in which case the action proposed in the consent shall be invalid.

1.11. Action by Written Ballot.

1.11.1. Any action that may be taken at any members meeting may be taken without a meeting if the Association delivers a written ballot (in the manner provided in subsection 1.5.1) to every member entitled to vote on the matter. The written ballot shall state each proposed action and provide an opportunity to vote for or against such proposed action. Approval by written ballot shall only be valid 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 of 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. If there are more than two (2) choices or candidates, and the quorum requirements are met, the choice or candidate receiving a plurality of votes, whether or not a majority of the total votes cast by ballot, shall be the prevailing choice or candidate. A written ballot may not be revoked.

1.11.2. Solicitations for votes by written ballot shall:

- (a) Indicate the number of responses needed to meet the quorum requirements;
- (b) State the percentage of approvals necessary to approve each matter other than election of directors;
- (c) State the time by which the ballot must be received by the Association in order to be counted; and
- (d) Be accompanied by written information sufficient to permit each member voting to reach an informed decision on the matter.

1.12. Rejection Based on Validity and Authority. The Association is entitled to reject any vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the member.

1.13. Membership and Members List. After fixing a record date pursuant to Section 1.9, the Association shall prepare an alphabetical list of the names of all its members who are entitled to notice of, and to vote at, the meeting or to take such action by written ballot. The list shall show the address of each member entitled to notice of, and to vote at, the meeting or to take such action by written ballot, and the number of votes each member is entitled to vote at the meeting or by written ballot.

1.14. Transactions Requiring Membership Approval. Notwithstanding anything to the contrary stated elsewhere in these Bylaws, neither the board of directors, nor any committee of such board, nor any officer, agent or employee of the Association, shall take any of the following actions without the prior approval of the voting members, unless otherwise provided by law, the Declaration, or the Articles of Incorporation:

- (a) Amendment or restatement of the Declaration or Articles of Incorporation;
- (b) Merger, dissolution, or sale or other disposition of substantially all of the assets of the Association;
- (c) Sale, lease, disposition, pledge, gift or encumbrance of any interest in real or personal property belonging to the Association, except in accordance with the established policies for such matters approved from time to time in advance by the voting members;
- (d) Aggregate borrowing of the Association for any period for any purpose in excess of \$5,000.00, or of a dollar amount to be established by the voting members from time to time; the term "borrowing" for these purposes shall include any commitment for the payment of money pursuant to any contract; or
- (e) Any expenditure of a nature that was not anticipated or reflected in a budget approved in advance of such expenditure by the voting members, and any expenditure which either singly or when aggregated with all other similar amounts throughout the Association's fiscal year exceeds 10% of the amount budgeted for such expenditure or class of expenditures pursuant to a budget approved in advance of such expenditure by the voting members.

ARTICLE II Board of Directors

2.1. Powers and Duties. The business and the property of the Association shall be controlled and managed by the board of directors, except as otherwise expressly provided by law, the Articles of Incorporation, the Declaration, or these Bylaws. All directors shall be members of the Association, except for directors appointed by Declarant (as defined in the Declaration), who are natural persons, eighteen (18) years of age or older.

2.1.1. By way of example and not limitation, the board of directors shall have the authority and power to:

- (a) Employ independent contractors, professionals, and employees as the board deems necessary;
- (b) Cause to be kept a complete record of all its acts and corporate affairs;
- (c) Supervise all officers and any agents and employees of the Association, and see that their duties are properly performed;
- (d) As more fully provided in the Declaration to:
 - (1) Fix the amount of the annual budget and annual assessment against each Lot;
 - (2) Cause delivery of all required notices relative to budgets and assessments;
 - (3) Collect assessments which are not paid when due as provided in the Declaration or otherwise allowed by law; and
 - (4) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid.
- (e) Obtain and maintain insurance as required under the Declaration;
- (f) Cause all officers, employees, or agents having fiscal responsibilities to be bonded, if required in the Declaration or by law;
- (g) Cause all property owned or used by the Association to be properly maintained;
- (h) Instigate, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Lot Owners, on matters affecting the Community or the Association;
- (i) Cause improvements, repairs, and maintenance to be made of the Common Areas;
- (j) Grant leases, licenses and concessions through or over and upon the Common Areas;

(k) Impose and receive payments, fees, charges, fines for services provided to Lot Owners or for violations of the covenants, rules and regulations of the Community by Lot Owners, including assessments for reasonable attorney fees and other costs incurred in collection of such charges and/or enforcement;

(l) Exercise any other powers conferred by the Association Documents or the Act, including implied and equitable powers;

2.1.2. The president or treasurer may prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

2.2. Number, Term and Nomination.

2.2.1. The affairs of the Association shall be managed by a board of no fewer than three (3) and no greater than five (5) directors. The number of directors may be changed from time to time by amendment of these Bylaws, subject to any limitations or specific requirements set forth in the Declaration.

2.2.2. Each director shall serve for the period of one year next succeeding his or her election, and until the election and qualification of a successor, unless sooner removed from office. Directors shall be elected by secret ballot in contested elections. A plurality of votes cast by the members entitled to vote in the election shall be necessary to elect a director.

2.2.3. Nominations for election to the board of directors may be submitted to the secretary, in writing, by any member or director through and including the day before the election date, but not more than fifty (50) days prior to such date. Unless the vote is being conducted by written ballot without a meeting under Section 1.11, nominations from the floor may be made at the meeting in which the election is held immediately prior to the vote.

2.3. Vacancies. Any vacancy in membership of the board of directors shall be filled for the remainder of the unexpired term by the affirmative vote of a majority of the remaining directors, whether or not consisting of a quorum.

2.4. Resignation and Removal.

2.4.1. A director may resign at any time by giving written notice of his or her resignation to the Association. Such resignation is effective when the notice is received by the Association, unless the notice states a later date. A board member who has failed to attend three (3) consecutive board meetings shall be deemed to have resigned upon a confirming vote of a majority of the board. If a director is deemed to have resigned for failing to attend meetings, his or her resignation date shall be the date of confirmation of resignation by the board of directors.

2.4.2. At any meeting of the members at which a quorum is present, the members, by a vote of 67% of all persons present and entitled to vote, may remove the entire board of directors or any lesser number, other than a director appointed by the Declarant.

2.5. Annual Meeting of Directors. The annual meeting of the board of directors shall be held as soon as is conveniently possible following the annual members meeting.

2.6. Special Meetings. Special meetings of the board of directors shall be held whenever called by the president or by a majority of the directors.

2.7. General Provisions Regarding Meetings.

2.7.1. All meetings of the board of directors shall be held at a time and place in Ouray County, Colorado to be designated by the president or, if called by directors, at such time and place in Ouray County, Colorado designated by those directors; except, the annual meeting shall be held in accordance with Section 2.5. Upon prior approval of the board, one or more directors may participate in any meeting of the board by any means of communication by which all persons participating in the meeting can hear one another simultaneously. Such participation shall constitute presence in person at the meeting.

2.7.2. All meetings of the board of directors or any committees of the board shall be open to attendance by all members or their representatives, and agendas for such meetings shall be made reasonably available for examination by all members or their representatives. Any member in attendance may participate in any deliberation or discussion if expressly so authorized by a majority vote of the board.

2.8. Notice of Meetings. Meetings of the board of directors shall be held only after delivering, at least two (2) days in advance of such meeting to each director personally or by wire or wireless communication, or mailing at least seven (7) days in advance to each director at the director's last known address, a written notice of such meeting, giving the date, time and place of the meeting. A director may waive any notice of a meeting with a written waiver signed by the director and filed with the minutes or corporate records.

2.9. Quorum and Manner of Action. A quorum will be deemed present throughout any meeting if directors entitled to cast at least 60% of the votes are present at the beginning of the meeting. The act of the majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors.

2.10. Proxies. A director may be deemed present at a meeting if, prior to the meeting, the director grants and delivers a written proxy to another director who is present in person at the meeting. The proxy must direct a vote to be cast with respect to a particular proposal that is described with reasonable specificity in the proxy. No other proxies by directors shall be allowed.

2.11. Compensation of Directors. No director shall receive compensation for his or her attendance at meetings of the board of directors. However, upon a vote of the directors, a director may be reimbursed for actual expenses incurred in performance of the director's duties. The

compensation allowed to directors shall be changed only by action of the members. This Section 2.11 may only be amended by the members.

2.12. Presumption of Assent and Right of Dissent. A director who is present at a meeting of the board of directors when corporate action is taken is deemed to have waived notice of the meeting and assented to all action taken at the meeting unless:

(a) The director objects to holding the meeting or transacting business at the meeting at the beginning of the meeting, or promptly upon the director's arrival, and does not thereafter vote for or assent to any action taken at the meeting;

(b) The director contemporaneously requests that the director's dissent or abstention as to any specific action taken be entered in the minutes of the meeting; or

(c) The director causes written notice of the director's dissent or abstention as to any specific action to be received by the presiding officer of the meeting before adjournment of the meeting or by the Association promptly after adjournment of the meeting.

The right of dissent or abstention pursuant to this Section 2.12 is not available to a director who votes in favor of the action taken.

ARTICLE III Officers

3.1. General. The officers of the Association shall be a president and a treasurer. All officers shall be natural persons, eighteen (18) years of age or older. The board of directors may elect or appoint such additional officers as it may consider necessary who shall hold their offices for such terms and have such authority and duties as from time to time may be determined by the board of directors. Directors shall not be paid or compensated.

3.2. Election and Tenure of Officers. Except as otherwise provided in the Declaration, the officers of the Association shall be elected by the board of directors annually at the annual meeting of the board. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as conveniently possible. A plurality of the votes cast shall be necessary to elect. One person may hold more than one office. A director or directors may hold any office(s). Each officer shall hold office until the first of the following to occur: the officer's successor is duly elected and qualified; the officer's death; the officer's resignation; or the officer's removal.

3.3. Resignation. An officer may resign at any time by giving written notice of resignation to the Association. The resignation of an officer is effective when the notice is received by the Association, unless the notice states a later effective date. If a resignation is made effective at a later date, the board of directors may permit the officer to remain in office until the effective date and may fill the pending vacancy before the effective date with the provision that the successor does not take office until the effective date, or the board of directors may remove the officer at any time before the effective date and may fill the resulting vacancy.

3.4. Removal. The board of directors may remove any officer at any time, with or without cause, by a majority vote of the board. Such removal shall be without prejudice to the contract rights, if any, of the officer so removed. Election or appointment of an officer or agent shall not, in and of itself, create a contractual right.

3.5. Vacancies. A vacancy in any office, however occurring, may be filled by the board of directors for the unexpired portion of the term.

3.6. President. The president shall, subject to the direction and supervision of the board of directors, be the chief executive officer of the Association and shall have general and active control of its affairs and business and general supervision of its officers, agents and employees. The president shall present a report of the general conduct and transactions of the company at the annual members meeting. The president shall have custody of the treasurer's bond, if any.

3.7. Treasurer. The treasurer shall have all of the powers, and shall perform all of the duties and obligations, of the president when the president is unable to act due to a vacancy in office, absence or illness. The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all the funds, securities, evidences of indebtedness, and other personal property of the Association. The treasurer shall be required to keep written records showing all receipts and expenditures of the company, and shall make such reports related thereto as the board may require. The treasurer shall, if required under the Declaration, give the Association a bond meeting the requirements of the Declaration, conditioned upon the faithful performance of the treasurer's duties and for the restoration to the Association of all books, papers, vouchers, money and other property of whatever kind in the treasurer's possession or under the treasurer's control belonging to the Association. The treasurer shall have such other powers and perform such other duties as from time to time may be prescribed by the board of directors or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer. The Treasurer shall also: (a) keep the minutes of the proceedings of the members and the board of directors; (b) see that all notices are duly given in accordance with the provisions of the Declaration, these Bylaws, or as required by law; (c) be custodian of the Association's records and authenticate Association documents; and (d) maintain a record containing the names and addresses of all members.

ARTICLE IV Conflict of Interests

4.1. Loans. No loans shall be made by the Association to its directors or officers. Any director or officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of such loan until it is repaid.

ARTICLE V Dissolution

5.1. Authorization. The Association shall not be dissolved unless the common interest community (as described in the Declaration) is dissolved in accordance with the Declaration. To

authorize the dissolution of the Association, the board of directors shall adopt and recommend a proposal to dissolve to the members which shall be approved upon the affirmative vote of at least two-thirds (2/3) of the members entitled to vote. If the board of directors determines that it should make no recommendation, because of conflict of interest or other special circumstances, and communicates the basis for its determination to the members, dissolution may be approved without such recommendation upon the affirmative vote of at least two-thirds (2/3) of the members entitled to vote. The board of directors may condition the effectiveness of the dissolution, and the members may condition their approval of the dissolution, on any basis.

5.2. Notice. The Association shall give notice to members entitled to vote, pursuant to Section 1.5, of the members meeting at which the proposal to dissolve will be voted on. The notice shall contain or be accompanied by a copy of the proposal or a summary thereof.

5.3. Articles of Dissolution. After dissolution is authorized, the Association shall dissolve by delivering to the Colorado Secretary of State for filing articles of dissolution in the form it shall prescribe.

5.4. Revocation. The Association may revoke its dissolution within 120 days after the effective date of the dissolution by the same action that authorized its dissolution pursuant to Section 5.1. After the revocation of dissolution is authorized, the Association shall revoke the dissolution by delivering to the Colorado Secretary of State for filing, within 120 days after the effective date of dissolution, articles of revocation of dissolution in the form it shall prescribe.

ARTICLE VI Association Records

6.1. General. The Association shall keep as permanent records all those records required under C.R.S. § 38-33.3-317, specifically including but not limited to: (a) minutes of all meetings of the members and the board of directors; (b) a record of all actions taken by the members or board by written ballot or written consent in lieu of a meeting; (c) a record of all actions taken by a committee of the board in place of the board on behalf of the Association; (d) a record of all waivers of notices of meetings of members and of the board or any committee of the board; and (e) financial records sufficiently detailed to enable the Association to comply with C.R.S. § 38-33.3-316(8) concerning statements of unpaid assessments.

6.2. Records at Principal Office. In addition to the requirements of Section 6.1, the Association shall keep a copy of all records required under C.R.S. § 38-33.3-317(2) at its principal office, including but not limited to: (a) the Articles of Incorporation; (b) the Declaration; (c) these Bylaws; (d) board resolutions relating to the characteristics, qualifications, rights, limitations and obligations of lot owners or any class or category of lot owners; (e) minutes of all members meetings and records of all actions taken by members without a meeting for the past three (3) years; (f) all written communications within the past three (3) years to members generally; (g) a list of the names and business or home addresses of the current directors and officers; (h) the Association's most recent annual report, if any; (i) all financial audits or reviews conducted pursuant to C.R.S. § 38-33.3-303(4)(b) during the immediately preceding three (3) years; (j) tax

6.3. Form of Records. The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

6.4. Examination and Copying. All financial and other records shall be made reasonably available for examination and copying by any member and such member's authorized agents. The Association may charge a fee, which may be collected in advance, but which shall not exceed the Association's cost for labor and material, for copies of Association records. The Association may require members to submit a written request, describing with reasonable particularity the records sought, at least ten (10) days prior to inspection or production of the documents and may limit examination and copying times to normal business hours or the next regularly scheduled board of directors meeting if the meeting occurs within thirty (30) days after the request.

ARTICLE VII Miscellaneous

7.1. Amendment of Bylaws. The board of directors shall have the power to make, amend and repeal these Bylaws at the annual meeting of the board or at any special meeting called for that purpose, unless otherwise provided in the Declaration, these Bylaws, or by law.

7.2. Offices. The initial principal office of the Association shall be located at 801 Chipta Drive, Ridgway, Colorado 81432. The Association may have such other offices in Ouray County, Colorado as the board of directors may designate or as the business of the Association may require from time to time.

EFFECTIVE the date first written above.

VISTA PARK COMMONS HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation

By: 

Printed Name: Joseph Nelson, President

231935

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Michelle Nauer, Clerk & Recorder

Ouray County, CO

04-26-2022 01:41 PM Recording Fee \$213.00



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for

Vista Park Commons

A Planned Common Interest Community

by

Vista Park Development, LLC

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VISTA PARK COMMONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF VISTA PARK COMMONS (**Declaration**) is made effective as of the date executed below by Vista Park Development, LLC, a Colorado limited liability company (**Declarant**).

RECITALS

- A. Declarant is owner of that certain real property situate within the Town of Ridgway, County of Ouray, State of Colorado, more particularly described as follows:
- Lots 30-34 of the Ridgway USA Development by the Ridgway Land Company, according to the recorded plat filed October 9, 1990 at Reception No 147701, Town of Ridgway, County of Ouray, State of Colorado.
- (**the Property**).
- B. The Property is subject to the Master Association Documents (as defined below), as such documents may be duly and lawfully supplemented and/or amended from time-to-time, and the covenants, restrictions, terms and other provisions contained therein.
- C. Declarant is developing the Property and desires to create a planned common interest community under the name of Vista Park Commons (**the Community**) and to subject and submit the Property to the covenants, conditions and restrictions, terms, and provisions set forth in this Declaration and pursuant to the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101 *et seq.*, (**the Act**).
- D. Declarant is subdividing the Property into twenty-three (23) single-family residential lots and desires to create a common and general plan of development for the Property for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property, and deems it appropriate and proper to set aside a portion of the Property as common area for the use and benefit of the owners of Lots within the Property, and to establish a Colorado nonprofit corporation, Vista Park Commons Homeowners Association, (**Association**), organized pursuant to Colorado law and to C.R.S. §38-33.3-301 and pursuant to the Colorado Nonprofit Corporation act, to which such common area from time to time shall be conveyed, and which shall be charged with the management and maintenance of the Community.

NOW, THEREFORE, the Declarant covenants and declares as follows:

ARTICLE 1 DECLARATION AND SUBMISSION

The Property shall be developed as a planned common interest community pursuant to the

Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101. *et seq.*, and that all of the Property, and any part thereof, with all appurtenances, facilities, and Improvements thereon, therein or thereto, shall be held, sold, owned, conveyed, encumbered, leased, used, occupied, liened, and improved subject to the following limitations, restrictions, easements, covenants, servitudes, conditions, obligations, reservations, liens, provisions, and charges described or set forth in this Declaration, all of which are declared and agreed to be in furtherance of a general plan for the improvement and development of the Property, and which shall run with the land, shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in the Property or any part of it and the successors in interest, heirs and assigns of such parties, and are imposed upon the Property and every part of it as equitable servitudes which may be enforced by the Declarant, its successors and assigns, each Owner, his or her successors and assigns, or by the Association, its successors and assigns.

ARTICLE 2 DEFINITIONS

The following words when used in the Declaration shall have the following meanings. Each capitalized term not otherwise defined in the Declaration or on the Plat shall have the same meaning specified or used in the Act.

Section 2.1 “Act” means the Colorado Common Interest Ownership Act, as amended, as set forth in Colorado Revised Statutes §§38-33.3-101 *et seq.*

Section 2.2 “Allocated Interest(s)” means the percentage membership in the Association, the percentage of Common Expense Liability, and the percentage of votes in the Association as allocated to each Lot. Each Lot shall have a 1/23^d (4.3478%) Allocated Interest.

Section 2.3 “Annual Assessments” means all assessments levied upon the Lots according to the Allocated Interests based on the Board’s annual budget for usual Common Expenses and Reserves for the purposes of operating the Community.

Section 2.4 “Articles” means the Articles of Incorporation for the Association, currently on file with the Colorado Secretary of State, and any amendments that may be made to those Articles from time-to-time.

Section 2.5 “Association” means the Vista Park Commons Homeowners Association, and its successors and assigns, of which all Lot Owners shall be the sole Members, and which Association shall be incorporated pursuant to the Colorado Revised Nonprofit Corporation Act, CRS §§7-121 through 137, and charged with the management and maintenance of the Community.

Section 2.6 “Association Documents” means this Declaration, the Articles, the Bylaws, minutes, the Plat, and Rules and Regulations or other procedures, rules, regulations or policies adopted pursuant to such documents by the Association, all as in effect from time-to-time.

Section 2.7 “Board” means the Board of Directors of the Association or their duly-appointed representatives in accordance with the Bylaws, and the Rules and Regulations of the Association.

Section 2.8 “Bylaws” means the Bylaws adopted by the Association, as they may be amended from time-to-time.

Section 2.9 “Common Areas” means and refers to all portions of the Community except the Lots, and which includes the General Common Areas and the Limited Common Areas, and which are conveyed to and held in fee simple by the Association for the use and benefit of the Members, subject to the duly promulgated rules and regulations of the Association. Common Areas shall include all Tracts designated on the Plat and conveyed to the Association by Declarant.

2.9.1 “General Common Areas” means and includes all of the Community except portions of the Community contained entirely within a Lot.

2.9.2 “Limited Common Areas” means those Common Areas designated and reserved for the exclusive use by Owners of particular Lots. Assignment of specific Limited Common Areas to specific Lots will be made from time-to-time by the Association.

Section 2.10 “Common Expense Liability” means the liability for Common Expenses allocated to each Lot pursuant to §38-33.3-207 of the Act and this Declaration.

Section 2.11 “Common Expenses” means (i) all expenses expressly declared by the Association Documents to be expenses common to the Lots; (ii) all other expenses of administering, servicing, conserving, managing, maintaining, repairing or replacing the Common Areas; (iii) insurance premiums for the insurance carried under **Article VIII**; (iv) assessments from the Master Association, and (v) all expenses lawfully determined and approved to be Common Expenses by the Board, including legal expenses, consistent with the Association Documents and/or the Master Declaration.

Section 2.12 “Community” means the common interest community created by the Declaration and as shown on the Plat, consisting of the Property, the Lots and the Common Areas, all under the name and style of “Vista Park Commons”.

Section 2.13 “Curative Assessments” means all assessments levied upon any of the Lots for maintenance, repair, improvements, replacement or reconstruction of a Lot in accordance with this Declaration.

Section 2.14 “Curative Expenses” means all expenses incurred by the Association in accordance with this Declaration for the proper maintenance, repair, restoration or reconstruction

of a Lot, and including costs of collection, court costs, and attorney's fees.

Section 2.15 "Declarant" means Vista Park Development, LLC, or its successors or assigns, if any such successor or assign acquires any undeveloped portion of the Community from the Declarant for the purpose of development and is designated as such by the Declarant by any lawful means or manner.

Section 2.16 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Vista Park Commons and any duly executed amendments or supplements thereto, all as recorded with the Clerk and Recorder of Ouray County.

Section 2.17 "Default Assessments" means all monetary fines assessed against a Lot Owner pursuant to the Association Documents, any past-due Annual, Curative or Default Assessments and/or any expense of the Association, including attorney's fees and/or accountant's fees, which is the obligation of a Lot Owner or which is incurred on behalf of a Lot Owner pursuant to the Association Documents.

Section 2.18 "Duplex" means a single-family dwelling structure within the Property constructed with zero lot line setbacks and is connected to a single-family dwelling structure on an abutting lot by one or more party walls, foundation, and/or roof. **"Duplex Lot"** shall mean and refer to a Lot within the Property on which there is a Duplex.

Section 2.19 "Lot" or "Lots" means the portions of the Property represented and designated as "Lots" on the Plat, together with improvements thereon and the appurtenant rights and privileges described in this Declaration.

Section 2.20 "Lot Owner" means any person, trust, entity, corporation, partnership, association, or other legal entity or any combination thereof, including Declarant, who owns the record fee simple interest in one or more Lots, and shall include any grantee, transferee, heir, successor, personal representative, executor, administrator, devisee, and assign of any Owner, but does not refer to or include any mortgagee or other person having an interest in a Lot merely as security for the performance of an obligation, unless such mortgagee has acquired title pursuant to a foreclosure or any deed in lieu of foreclosure.

Section 2.21 "Master Assessments" means lawful assessments made by the Master Association.

Section 2.22 "Master Association" means Ridgway USA Association, Inc., a Colorado nonprofit corporation and its successors and assigns. The Association is a sub-association and voting member of the Master Association and must therefore coordinate with the Master Association for all affairs pertinent to the Ridgway USA Development and shall be subject to the terms of the Master Association Documents.

Section 2.23 "Master Association Documents" means the Master Declaration, the articles

of incorporation of the Master Association, the bylaws of the Master Association, the Master Plat, the Master Plat Restrictions, related documents, and any procedures, rules, regulations, or policies adopted under such documents by the Master Association in effect from time-to-time.

Section 2.24 “Master Declarant” means the Ridgway Land Company, L.L.L.P

Section 2.25 “Master Declaration” means the Declaration of Covenants, Conditions and Restrictions recorded by the Master Declarant at reception #147105, Ouray County on July 24, 1990.

Section 2.26 “Master Plat” means the final plat of the Master Declarant found at record #147701, Ouray County, and filed on October 10, 1990, together with the Master Plat Restrictions.

Section 2.27 “Master Plat Restrictions” means the Master Declarant’s plat restrictions found at reception #147699, Ouray County, and filed on October 10, 1990.

Section 2.28 “Member” means every Person that holds membership in the Association.

Section 2.29 “Person” means any natural person, corporation, partnership, limited liability company, association, trust, trustee, governmental or quasi-governmental entity, or any other entity having the right to hold title to real property.

Section 2.30 “Plat” shall mean and refer to the approved final plat of the Property duly recorded in the Ouray County official land records, and any replat thereof.

Section 2.31 “Property” means that certain real property described in Paragraph A. of the Recitals hereof, together with all rights of Declarant under all easements and water rights in favor of such real property and/or Declarant, all situated in the Town of Ridgway in the County of Ouray in the State of Colorado.

Section 2.32 “Residence” means the single-family dwelling structure constructed and located upon a Lot; Residences constructed with one or more zero lot-line setback(s) and one or more adjoining or party walls connecting the structure to one or more similar structures may also be referred to herein as Duplexes.

Section 2.33 “Rules and Regulations” means any instruments, however denominated, which are adopted by the Association for the regulation and management of the Community, including any amendment to those instruments.

Section 2.34 “Special Assessments” means all assessments levied upon any of the Lots for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction of Common Areas not otherwise covered by insurance or the Reserve, or for unexpected repairs or replacements of improvements within the Common Areas, or for any other out-of-the-ordinary expense incurred or to be incurred in furtherance of the Board’s ability to preserve and maintain the value of the Property and the Community.

Section 2.35 “Transfer Assessments” means the fee charged by the Association for the transfer of a Lot to a new Lot Owner(s) assessable as a closing cost at the time of the transfer.

ARTICLE 3

PROPERTY INTERESTS IN COMMON AREAS, EASEMENTS, AND RELATED INTERESTS

Section 3.1 *Title to the Common Areas.* Subject to the provisions of this Declaration, title to the Common Area shall be conveyed in fee simple, free and clear of all liens and encumbrances, except this Declaration, other title exceptions of records on the date of recoding of this Declaration, and then current real property taxes prorated to the date of conveyance, by the Declarant to the Association, when required by law, but not later than sixty (60) days after the initial sale of the first Lot in the Community to someone other than the Declarant. The Common Area shall remain undivided and shall not be subject to partition. By acceptance of the deed or other instrument of conveyance or assignment, each Lot Owner specifically waives his/her/its rights to institute and/or maintain a partition action or any other actin designed or intended to cause a division of the Common Area, and by such acceptance each Lot Owner specifically agrees (1) not to institute any action therefore, and (2) that this Section may be pleaded as a bar to the maintenance of such an action; and (3) that this Section and its restrictions are necessary to preserve the rights of all Lot Owners regarding the operation and management of the Common Area and the Community. A violation of this Section shall entitle the Association to collect from the parties violating the same, jointly and severally, the actual attorney fees, costs and other damages the Association incurs in connection with or relating to any such action. Nothing herein shall be construed as a limitation of the right of legal partition of any Lot among the Owners thereof, but such action shall not affect any other Lot nor sever any part of the Community from such Lots.

Section 3.2 *Lot Owner Rights.*

Section 3.2.1 *Easement of Enjoyment.* Subject to the limitations and restrictions of this Declaration, every Owner shall have an equal, non-exclusive right and easement of enjoyment in and to the Common Area, including without limitation the right of ingress and egress to and from the Owner’s Lot, his/her/its parking area, any private street, or any facilities or amenities of the Association within any Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot without the necessity of additional reference. This easement of enjoyment does not allow any Owner to use the Common Areas for business or commercial purposes without the prior express written permission of the Association. This Easement of Enjoyment of the Common Areas is intended for the common use and enjoyment of Owners for recreation and other related activities attendant to residential use of their Lots, and does not and shall not be construed to dedicated the Common Areas for use by the general public or to create any right of the general public to use the Common Areas for any purpose. Subject to the limitations hereinafter provided, all Lot Owners, their successors, assigns, tenants, licensees, and invitees shall have a non-exclusive perpetual easement in and to the General Common

Areas the general use and enjoyment thereof and for reasonable ingress and egress by vehicular and pedestrian traffic and for vehicle parking, upon, over, and across the driveways and access ways, sidewalks and walkways, exits and entrances. Said easement shall be appurtenant and shall pass with title to every Lot.

Section 3.2.2 *Primary or Intended Use.* Each Lot Owner shall use the General Common Areas only in accordance with the purpose for which they are intended or were created; use for the comfort and enjoyment of the Lot Owners and tenants, and their guests and invitees, shall only be allowed to the extent that such usage does not hinder, interfere, or encroach upon the lawful right of the other Lot Owners and subject to the use and occupancy restrictions set forth in the Association Documents from time-to-time. There shall be no obstruction of Common Areas, nor shall anything be kept or stored on any part of the Common Areas without the prior written consent of the Association.

Section 3.2.3 *Utility Runs.* All Lot Owners shall also have a perpetual easement in common with the other Lot Owners to use all pipes, wires, cables, public utility lines, and other common Areas serving their Lot. All storm drains, utility lines, transformers, and meters of the Lot Owners shall be maintained in a safe condition.

Section 3.2.4 *Other Limitations.* The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to create, adopt, promulgate and publish rules, regulations, policies and guidelines governing the use of the Common Areas by Lot Owners, their invitees, guests, tenants, and contractors and to enforce strict compliance with those rules, regulations, policies and guidelines for such use, and to suspend the enjoyment thereof by any Lot Owner for any period during which any Annual, Curative, Default, Special, or Transfer Assessment remains unpaid or for any period during which any infraction of its published Rules and Regulations continues, it being understood that any suspension for either non-payment of any assessment or for a breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the Lot Owner's continuing obligation to pay any accruing assessments;

(b) The right of the Association to enforce the restrictions contained in this Declaration and to enforce compliance with said restrictions by every Owner, his invitees, guests, tenants, and contractors;

(c) The rights of certain Lot Owners to the exclusive use of any part of a Common Area that is designated by this Declaration or on any plat of the Property as a Limited Common Area for the use and benefit of such Lot Owners, and the right of the Association and such Lot Owners to enforce such rights;

(d) The right of the Association, as provided in its Articles or Bylaws, to suspend an Owner's voting rights and right to use of Common Areas for any period

of time during which such Owner is in default under this Declaration, including without limitation non-payment of any Assessment levied by the Association, provided that any such suspension shall not be effective unless prior notice and an opportunity to be heard has been given to the Owner as provided in the Articles or Bylaws, and provided that where any such suspension is for an infraction of the Association's rules and regulations, the period of suspension shall not exceed sixty (60) days;

(e) The right of the Association to cause or consent to (1) the construction of additional Improvements within the Common Areas, (2) the alteration or removal of any existing Improvements within the Common Areas, and (3) the closing or limitation of use of the Common Areas or any part thereof for maintenance, repair, replacement or improvement thereof, for the safety or benefit of the Members.

(f) The right of the Association to grant easements under, over, across, through, upon, or in the Common Areas so long as such easements do not unreasonably interfere with the use of a Lot;

(g) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility, and to subject the Common Area to such conditions as may be imposed or required by the public entity or utility, for the purposes of providing or making public or utility services and facilities available to the Members, subject to the provisions of this Declaration and C.R.S. §38-33.3-312;

(h) The rights of the Association to borrow money for the purpose of improving, repairing, replacing or maintaining the Common Area and to mortgage the Common Areas as security for any such loan, subject to the provisions of this Declaration and C.R.S. §38-33.3-312;

(i) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure, waste, harm, degradation or misuse;

(j) The right of Declarant or the Association to assign or allocate any part of the Common Area to be a Limited Common Area for the exclusive use of a particular Owner or Owners;

(k) The right of the Association to abate nuisances, unlawful activity, code violations, hazardous activity, and to otherwise manage and keep the Common Areas in an orderly, safe, and clean manner and condition.

3.2.5 Delegation of Use. Subject to the provisions of this Declaration and any rules or regulations which may be established from time to time concerning the

Common Area, any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, his guests, short-term lodgers, or contract purchasers who reside on or are using her/her/its Lot. Each Owner shall, to the extent permitted by law, be liable for any damage done to the Common Area by such persons and for any breach of the Association's rules and regulations by such persons.

Section 3.3 *Utility Easements.*

3.3.1 *Declarant Rights to Create Utility Easements.* Notwithstanding any provision of this Declaration to the contrary, Declarant reserves the right to create, grant and transfer non-exclusive easements in, on, under, over, across, and through the Property, including without limitation the Common Areas, for the purpose of installing, maintaining, repairing and placing any utilities or related services, including but not limited to any gas, electric, water, sewer, drainage, irrigation, communication, phone, television or similar lines, pipes, mains, or cables, and conduits therefor, and related facilities, including without limitation any heating or cooling installations, any master television or communication antenna system, pumps, and sprinklers, and for other utility and public purposes consistent with the intended use of the Property under this Declaration. The foregoing easements shall include, without limitation, the right of ingress and egress, the right to erect and maintain the necessary pipes, poles, boxes, and other equipment, and the right to enter into agreements relating to such utility services and easements, all of which shall be binding upon the Association and the Owners. Should any person or party furnishing such service(s) request a specific easement by separate recordable documents, Declarant shall have the right to grant such easement on the Property. The foregoing easement(s) shall be in addition to any other recorded easements on the Property, including but not limited to any easements dedicated on a recorded plat of the Property. No easements shall be granted pursuant to this Section which will unreasonably interfere with an Owner's use of his/her/its Lot. The rights reserved herein for the Declarant shall pass to the Association upon termination of the Development Period.

3.3.2 *Granted to Utility Servicers.* Governmental entities, utility companies, and other entities which provide utility services shall have a blanket perpetual and non-exclusive easement for installation, maintenance, repair, service, and replacement of all sewer, water, power, gas, cable TV, broadband, telephone, and utility pipes, lines, mains, conduits, waters, transformers, meters, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system serving the Community, over, across and through the Common Areas and Lots areas shown on the Plat as being for utility purposes or as utility easements. All utility connections and lines shall be underground to the extent reasonably practicable.

3.3.3 *Modifications to Utility Easements.* In the event that the Association shall reasonably determine that the utility lines and facilities cannot for some reason be located within the area designated on the Plat for public utility and drainage easements, then the Association, together with the affected Lot Owners, shall cooperate in the granting of appropriate and proper easements for

the installation, repair, and replacement of storm drains, sewers, utility lines, and their proper services necessary for the orderly development and operation of the Community.

Section 3.4 *Association Easements.* The Association shall have the following perpetual easements with respect to the Property:

3.4.1 *Easement for Encroachments.* If any part of the Common Area or any Improvement therein or thereon encroaches upon a Lot or Lots, a valid easement for such encroachment and for the maintenance of the same, so long as it stands, is granted and created hereby and shall and does exist. If any portion of a Lot or any Townhome or other structure related thereto encroaches upon the Common Area, or upon any adjoining Lot or Lots, a valid easement for the encroachment and for maintenance of the same, so long as it stands, shall and does exist. In the event that a Townhome or structure related thereto is partially or wholly destroyed, the Owner agrees to make all reasonable efforts to rebuild the structure within the boundaries of the Lot; however, if the structure is rebuilt in its prior location, the Owners agree, by acquiring a Lot or Lots within the Community, that minor encroachment of part of the Townhome due to such construction shall be permitted and that a valid easement for said minor encroachment and the maintenance thereof shall exist. Encroachments referred to this section include, but are not limited to, encroachments caused by error in the original construction of any Townhome or related structure constructed on the Property, by error in the plat, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of the Improvements or any portion thereof. Such encroachments and easements shall not be considered or construed to be title defects or encumbrances either on the Common Area or on the Lots. In interpreting any and all provisions of this Declaration, subsequent deeds, Mortgages, or other security instruments relating to Lots and Townhomes, the actual location of a Townhome, and related structures, shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered, notwithstanding any minor deviations, either horizontally, vertically or laterally, from the location of such Lot, Townhome, and related structure, as indicated on the plat.; and

3.4.2 *Access to the Lots.* The Association shall have the perpetual and non-exclusive right of access to each Lot (i) to inspect same for purpose of verifying conformance with this Declaration, the Bylaws, the Articles, and any Rules and Regulations of the Association; (ii) to remedy any violations; and (iii) to perform any operations required in connections with the maintenance, repairs, or replacements of or to the Common Areas, or any equipment, facilities, or fixtures affecting or serving other Lots; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Lot Owner(s) and/or tenants. In case of an emergency, such right of entry shall be immediate whether the Lot Owner(s) and/or tenants are present at the time or not; and

3.4.3 *Maintenance Easement.* A non-exclusive easement is hereby granted to the Association, their respective officers, agents, employees and assigns, upon across, over, in, under and through the Lots as may be necessary or appropriate to perform, exercise or carry out (1) the duties and functions which the Association is obligated or permitted to

perform pursuant to this Declaration or otherwise, including without limitation any maintenance required or permitted hereunder or pursuant to the Act, (2) any of Declarant's rights, (3) inspection, maintenance, repair, replacement, construction or reconstruction of any facilities, utilities, improvements or equipment on or within the Common Areas and Maintenance Areas; provided, however, that entry into any Townhome in non-emergency situations shall only be made after service of reasonable written notice and during regular business hours, and, under emergency circumstances after such notice, if any, as is reasonable under the circumstances.

3.5 *Other Easements and Rights.*

3.5.1 *Emergency Easement.* A non-exclusive easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the Property, including but not limited to all Lots and Common Areas, in the performance of their duties; however, nothing in this Declaration shall be construed or used to obviate or avoid the legal requirement of a warrant for any search or seizure by law enforcement personnel.

3.5.2 *Common Wall or Party Wall Easement.* Each Owner, his agents and contractors, are granted a non-exclusive easement for purpose of maintenance, construction, reconstruction and repair, in, over, under, upon and through adjacent Lots and in and upon adjacent Townhomes for purpose of common wall repair or maintenance, in accordance with Section 5.5, upon reasonable notice to the Owner thereof. Any damage occasioned to the adjacent Lot or Improvements, including the Townhome, thereon in exercising said easement shall be the responsibility of the Owner who caused or occasioned such damage.

3.5.3 *Exterior Wall and Foundation Easement.* Each Owner, his agents and contractors, are granted a non-exclusive easement in, over, under, upon and through the adjacent Common Area for the purpose of maintenance, construction, reconstruction and repair of any exterior wall on such Owner's Lot; provided, however, that such Owner shall be responsible for any damage to the Common Area caused or occasioned by such work or activities, and shall restore it to its condition prior to commencement of such work or activities. Owners of adjoining Lots shall have mutual easements of horizontal and vertical support for the foundations on which adjacent walls of their Improvements rest, and similar easements for support from the Common Area, and for the benefit of Improvements on the Common Area, are hereby created, reserved and dedicated, and shall also exist.

3.5.4 *Easement for Ingress and Egress.* Subject to the provisions of this Declaration, each Owner, his agents and guests, are hereby granted a perpetual, non-exclusive easement over any streets, roadways, driveways, and sidewalks located within or upon the Common Areas for the purpose of vehicular and pedestrian ingress to and egress from such Owner's Lot. If any of the streets or roadways upon the Property are private streets, Declarant shall have the right to relocate any portion of such streets or roadways, provided that such relocation continues to provide all Owners with reasonable access to and from their Lots. Declarant may also dedicate any portion of any private street or roadway upon the Property to a public entity for public right-of-way, if and only if the public entity

has agreed to accept such dedication, in which case, if accepted by a public entity, the Association's obligations for repair and maintenance of said street or roadway shall cease.

3.5.5 *Rights of Declarant Incident to Construction.* An easement is hereby retained by and granted to Declarant, its successors and assigns, for access, ingress, and egress, over, in, upon, under, across and through the Common Area of any special Declarant right hereunder or under the Act, including, but not limited to, the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incidental to Declarant's construction on the Property.

3.5.6 *Easements Deemed Created.* All conveyances of portions of the Property, including Lots, hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve the easements created by, set forth in, contained and referenced in this Declaration, even though no specific reference to such easements appears in the instrument of such conveyance.

Section 3.6 *No Obstructions Across Easements.* No walls, fences, or barriers of any kind shall be constructed or maintained in the Common Areas area which shall prevent or impair the use or exercise of any of the easements granted herein or the free access and movement, including without limitation, pedestrian and vehicular traffic. The Association, however, in its discretion may implement landscape projects within the Common Areas area as long as it does not unreasonably interfere with the primary purposes for which the Common Area was created or is designated (e.g., parking, storage, access, drainage, etc).

Section 3.7 *Recorded Easements.* The Property, and all portions thereof, shall be subject to all recorded licenses and easements including without limitation any shown on any recorded plat of the Property or any part thereof, whether recorded contemporaneously with this Declaration or after.

Section 3.8 *Duty of Association to Accept Common Areas.* The Association shall have the duty and obligation to accept conveyance or dedication of Common Areas within and of the Property to the Association from or by the Declarant, and shall have no right to decline or reject such conveyance or dedication. The right of Declarant to convey or dedicate Common Areas to the Association and the obligation and duty of the Association to accept such conveyance or dedication is and shall be consider a reserved development right and a reserved special right of the Declarant pursuant to this Declaration. No Member of the Association, including any member of the Board of Directors, shall have any right to object to such conveyance or dedication.

ARTICLE 4 LIMITED COMMON AREAS: PARKING AND STORAGE

Section 4.1 *Limited Common Areas.* The Association may from time to time designate parking and storage areas within the Common Areas as Limited Common Areas for the use and benefit of a particular Lot Owner. The conveyance of each Lot will, by this Article, include a right to two (2) assigned parking spaces for each 2-bedroom Residence and one (1) assigned

parking space for each 1-bedroom and studio Residence. The conveyance of each Lot will also, by this Article include an inalienable right to one (1) assigned storage unit.

Section 4.2 *Use.* Each Lot Owner may use their assigned Limited Common Areas in accordance with the purpose for which they are intended, but only to the extent that such usage does not hinder, interfere or encroach upon the lawful rights of other Lot Owners and subject to the use and occupancy restrictions set forth in the Association Documents from time-to-time. Each Lot Owner shall be responsible for any liability or obligation arising with respect to usage or misuse of their assigned Limited Common Areas.

Section 4.3 *Damage or Destruction.* In the event of damage or destruction of a Limited Common Area, then the Association shall bear the cost for remediation of such damage or destruction. If the Lot Owner, or their agent, lessee, invitee, licensee, or guest through negligence or tortious acts or omissions causes damage or destruction of any Limited Common Area, the Association can recoup its remediation expense from the negligent or tortious Lot Owner. *Ref.* §§ 6.10, 7.4

Section 4.4 *Assignment of Parking and Storage.* Assignment of specific parking spaces and storage units to each Lot will be made by the Association in its discretion. As much as reasonably possible, upon request the Association shall assign parking places and storage units that are as close as possible to each respective Lot. The Association shall also take into consideration the reasonable individual wants and needs of the affected Lot Owners and/or their tenants.

Section 4.5 *Sub-Assignment of Parking or Storage.* A Lot Owner may also assign and/or lease its allotted parking spaces or storage unit to another Lot Owner or its tenant. Any such assignment or lease will be personal and will not run with the land and will automatically terminate when the assignee or lessee no longer occupies a Lot. Moreover, any such assignment or lease will automatically terminate in the event that the Lot Owner assigning or leasing the space conveys its Lot to another party. Any assignment or lease of parking spaces or storage units will be subject to the written approval of the Association, which approval shall not be unreasonably withheld. In the event that a parking space or storage unit is assigned or leased, the Association may, in its discretion, reorganize or consolidate the assignment of parking spaces or storage units.

Section 4.6 *Rules and Regulations.* The Association shall formulate reasonable Rules and Regulations to govern the use and enjoyment of parking and storage.

ARTICLE 5

DIVISION INTO AND USE OF LOTS

Section 5.1 *Number of Lots.* The maximum number of Lots that can be created within the Community shall be twenty-three (23). The Lots shall be developed for single-family residential use, to include nineteen (19) detached single family Residences and four single family attached Residences (in the form of four residences in two buildings).

Section 5.2 *Identification and Description of Lots.*

Section 5.2.1 *Identification.* The identification number of each Lot is shown on the Plat.

Section 5.2.2 *Description.* Each Lot, the Lot Owner's membership in the Association, the Lot Owner's interests in the Common Area as set forth in this Declaration, including without limitation a Lot Owner's exclusive use of any Limited Common Area designated for such Lot, shall together comprise one Lot, shall be inseparable, and may be transferred, devised, or encumbered only as a complete single Lot.

Section 5.2.3 *Plat.* Prior to the conveyance by Declarant of a Lot, Declarant shall cause the Plat to be filed for record with the Clerk and Recorder, which Plat shall contain a sufficient survey description of the Property and the portions of the Property dedicated to each Lot so as to locate the same accurately and properly. The Plat may be filed in whole or in parts or sections, from time-to-time, as stages of construction of the Lots are substantially completed, if ever, in accordance with this Declaration. Each section of the Plat filed subsequent to the first filed Plat shall be termed a Supplemental Plat to the Plat and the numerical sequence of such Supplemental Plat shall be shown thereon.

Section 5.2.4 *Description for Conveyance.* Any instrument conveying title to a Lot shall describe the Lot as follows: "Lot ___, Vista Park Commons, Town of Ridgway, County of Ouray, State of Colorado."

Section 5.3 *Use of Lots.*

Section 5.3.1 *Restricted Use.* Each Lot shall be used and occupied solely for residential purposes. No Lot shall be left unoccupied for more than six (6) months in any twelve (12) month period.

Section 5.3.2 *Right to Lease.* An Owner shall have the right to lease the Owner's Lot upon such terms and conditions as the Owner may deem advisable; provided, however, that (i) no leases shall be for a term of less than six months (6 months) or such other term as may be approved by the Board; (ii) all leases shall be made in writing and shall specify that the lease is subject to the terms of the Association Documents; (iii) a Lot may be leased only for residential use; and (iv) any failure of a lessee to comply with any terms of the Association's Documents shall constitute a default under the lease enforceable by the Association as a third-party beneficiary against the lessee and/or the Lot Owner, whether or not the lease contains any such enforcement provision. No provision in any lease shall be construed to amend, relieve, abate, waive, or modify any obligation of a Lot Owner contained in this Declaration.

Section 5.3.3 *Rules and Regulations for Use of Lot.* The Lots shall be used and occupied in strict accordance with all applicable governmental, zoning, land use and other

regulations, the Association Documents and the laws of the State of Colorado, and as follows:

5.3.3.1 In accordance with the Association's Rules and Regulations. Such matters may include, without limitation, (i) use of the Common Areas; (ii) regulation of animals within the Community; (iii) prohibition of combustible or dangerous materials; (iv) the orderly abatement of nuisances; and (v) general matters governing the administration of the Community to ensure high standards of safety, cleanliness, a pleasing professional appearance, and to otherwise protect property value within the Community.

5.3.3.2 No part or appurtenance of or to any Lot that is visible from outside the Residence (e.g., windows, doors, awnings, etc.) shall be added or altered in appearance or color or modified without approval by (i) the Board or (ii) the Architectural Review Committee governing the Community and established by the Board, if any, in their sole discretion. Any such alterations must, in any event, also comply with the provisions of the Association Documents. Reasonable modifications to a Lot or Residence as necessary to afford a person with disabilities full use and enjoyment of the in accordance with the federal "Fair Housing Act of 1968" will be allowed.

5.3.3.3 No unsightly object or nuisances shall be erected, placed or permitted to remain on or in any Lot, nor shall any Lot be used in any way for any purpose which may endanger the health of, or unreasonably disturb, any Lot Owner or any tenant thereof.

5.3.3.2 Subject to the provisions regarding construction and renovation, no nuisances shall be allowed in the Community, nor shall any use or practice be allowed to annoy or harass other Lot Owners or their tenants or interfere with the peaceful enjoyment, possession and/or use of the Community by the Lot Owners or their tenants. All the Property and the Community will be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard to exist or combustible or hazardous material to be maintained at any time on any portion of the Community. No Lot Owner shall permit any use of such Owner's Lot, or make any use of the Common Areas that will increase insurance rates for any portion of the Community or that will otherwise not comply with the laws of the State of Colorado.

Section 5.4 *Conveyance of a Lot.* Upon the conveyance of any Lot by the Declarant or a Lot Owner, a copy of each instrument of conveyance shall be furnished to the Association.

ARTICLE 6

ASSESSMENTS AND ALLOCATIONS

Section 6.1 *Covenant to Pay.* Each Lot Owner hereby covenants to pay the Association

all Annual Assessments, Special Assessments, Curative Assessments, and Default Assessments as more specifically describe herein.

Section 6.2 Budget. Within thirty (30) days after the adoption of any proposed budget for the Association, the Board shall distribute by mail or verified email or hand delivery and shall publish on its web site, if any, a summary of the budget to all the Lot Owners and shall set a date for a meeting of the Lot Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing or delivery or publication of the summary or as may otherwise be provided for in the Act. Unless at that meeting a majority of all Lot Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Lot Owners must be continued until such time as the Lot Owners ratify a subsequent budget proposed by the Board. The Board shall adopt a budget and submit the budget to a vote of the Lot Owners as provided herein no less frequently than annually. The Board shall levy and assess the Annual Assessments in accordance with the annual budget.

Section 6.3 Annual Assessments.

Section 6.3.1 Defined with Examples. Annual Assessments for usual Common Expenses shall be based upon the estimated cash requirements, for the purposes of operating the Community in accordance with this Declaration, as the Board shall from time-to-time determine shall be paid by all of the Lot Owners, subject to **Section 6.2** above. Estimated usual Common Expenses shall include, without limitation, the cost of routine maintenance, necessary improvements, and operation of the General Common Areas, expenses of management and insurance premiums for insurance coverage as deemed desirable or necessary by the Association, landscaping of the Property, care of grounds within the General Common Areas, snow removal, routine repairs, replacements and renovations within and of the General Common Areas, wages, common water and utility charges for the General Common Areas, taxes or any other fees imposed by a governmental body, legal and accounting fees, Master Assessments, management fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, and payment of any default remaining from a previous assessment period.

Section 6.3.2 Payments. Annual Assessments shall be payable in monthly installments on a prorated basis in advance and shall be due on the first day of each month. The association may enter into an escrow agreement with the holder of a Lot Owner's mortgage so that assessments may be combined with the Lot Owner's mortgage payments and paid at the same time and in the same manner. The omission or failure of the Association to fix the Annual Assessments for any assessment period shall not be deemed a waiver, modification or release of the Lot Owners from their Common Expense Liability. The Board may establish Rules and Regulations for Default Assessments, *e.g.*, late fees, interest charges, in the event a Lot Owner's untimely payment.

Section 6.3.3 Apportionment. The Common Expenses shall be allocated among the

Lots on the basis of each Lot's Allocated Interests in effect on the date of assessment, provided, however, that the Association (through the Board, in its sole discretion) reserves the right to allocate expenses relating to fewer than all of the Lots to those Lot Owners of the affected Lots only.

Section 6.4 *Capitalization of the Association - Transfer Assessment.* Whenever a Lot is sold, a Transfer Assessment will attach to the sale thereof, payable to the Association as a condition of sale and from the proceeds of the sale. If uncollected, the Transfer Assessment will be an obligation of both the new Lot Owner and the preexisting Lot Owner, and will attach to the Lot as a first priority lien until satisfied. Furthermore, the new Lot Owner will be subject to late fees and interest and will not be allowed voting rights in the Association until the Transfer Assessment is paid. Funds accumulated from the Transfer Assessments will be utilized by the Association to fund (i) capital projects, (ii) repair and replacement reserves dedicated to the Common Areas, (iii) repair and replacement of Common Areas due to damage or destruction, and (iv) Curative Expenses until reimbursement from the Lot Owner. The Transfer Assessment will be one percent (1%) of the sale price of the Lot. CRS § 38-33.3-207 (4)(a)(IV)

Section 6.5 *Reserves and Surplus Funds.* The Board shall have the right, but not the obligation, to create a further contingency or other reserve or surplus fund out of Annual and/or Transfer Assessments for capital replacements, insurance deductibles and/or maintenance, repairs and replacements of improvement within the General Common Areas or for Curative Expenses on a periodic basis, as may be required. In the event that the Board determines that the Association has surplus funds, the Board, in accord with the Bylaws, may resolve the same to be distributed to Lot Owners pursuant to CRS §38-33.3-314.

Section 6.6 *Special Assessments.* In addition to the Annual Assessments (and other assessments described herein), 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 Areas, or for any other expense incurred or to be incurred in furtherance of the Board's ability to preserve and maintain the value of the Property and the Community, as provided in the Declaration. Any amounts assessed pursuant to the Section shall be assessed to Lot Owners according to their Allotted Interests, subject to the right of the Association to assess only against the Lot Owners of affected Lots (i) Curative Assessments (as describe below), (ii) any extraordinary maintenance, repair or restorative work on fewer than all of the Lots, which shall be borne by the Lot Owners of those affected Lots only, (iii) any extraordinary insurance costs incurred as a result of the actions of a particular Lot Owner (or their agents, servants, guests, tenants, invitees, or licensees), which shall be borne by that Lot 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 Lot Owners. The Board, in its sole power and discretion, shall have the absolute power and authority to levy and make any Special Assessment up to a principal amount (not including and in addition to any Default Assessments) of \$25,000 per year. Any amount in excess of this shall require additional approval by Members holding no less than fifty one percent (51%) of the Allocated Interests.

Section 6.7 *Default Assessments.* Notice in writing of the amount of each Default Assessment, including any ongoing accruing amount, and the time for payment of the Default Assessment shall be given promptly to the applicable Lot Owner. The Board shall establish written and reasonable Rules and Regulations for making Default Assessments and the payment thereof.

Section 6.8 *Curative Assessments.*

Section 6.8.1 *Notice.* Notice in writing of the amount of each Curative Assessment, including any Default Assessments that may attach, and the time for payment of the Curative Assessment shall be given promptly to the applicable Lot Owner, and no payment shall be due less than thirty (30) days after such notice shall have been given.

Section 6.8.2 *Payment Plan.* If requested by the Lot Owner, the Board shall make a good-faith effort to set up a payment plan; except that this does not apply if the Lot Owner does not occupy the Lot and has acquired the property as a result of a default of a security interest encumbering the Lot, or if the Lot Owner has previously entered into a payment plan under this section. A payment plan negotiated between the Association and the Lot Owner pursuant to this section must permit the Lot Owner to pay off the deficiency in equal installments over a period of at least six months. Nothing in this section prohibits Association from pursuing legal action against a Lot Owner if the Lot Owner fails to comply with the terms of their payment plan. A Lot Owner's failure to remit payment of an agreed-upon installment, or to remain current with regular assessments as they come due during the six-month period, constitutes a failure to comply with the terms of their payment plan.

Section 6.9 *Master Assessments.* The Association assumes as a Common Expense the obligation of the Lot Owners to pay all just and reasonable assessments made by the Master Association.

Section 6.10 *Effect of Nonpayment; Assessment Lien.* Any Assessment or Assessment installment, whether pertaining to any Annual, Special, Curative, Default or Transfer Assessment, which is not paid as of its due date, shall be delinquent. If an Assessment becomes delinquent, the Association (acting through its Board), in its sole discretion, may take any or all of the following actions:

Section 6.10.1 *Default Assessments.*

Section 6.10.1.1 Assess a late charge for each delinquency in conformance with the Bylaws, the Act, and otherwise permissible under Colorado law;

Section 6.10.1.2 Assess an interest charge from the due date in conformance with the Bylaws, the Act, and otherwise permissible under Colorado law;

Section 6.10.1.3 Access professional fees reasonably incurred by the Association in support of actions taken to address the delinquency.

Section 6.10.2 Suspend the voting rights of the Lot Owner during any period of delinquency;

Section 6.10.3 Suspend the rights of the Lot Owner, and the Lot Owner's family, guests, lessees and invitees, to use the General Common Areas during any period of delinquency;

Section 6.10.4 Accelerate all remaining Assessment installments so that all unpaid Assessments shall be immediately and fully due and payable;

Section 6.10.5 Bring an action at law against any Lot Owner personally to pay the delinquent Assessments (*Ref.* §6.11); and/or

Section 6.10.6 *Proceed with foreclosure.* Assessments chargeable to any Lot shall constitute a lien in such Lot in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado. In the event of any foreclosure brought by the Association, the Lot Owner shall be liable for the amount of unpaid Assessments, any penalties, and interest thereon, the cost and expense of such proceedings, the cost and expenses for filing any notice of claim and lien, and all reasonable attorney's fees incurred in connection with the enforcement of the lien. The Association shall have the power to bid on a Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

Section 6.11 *Personal Obligation.* In addition to being a lien on each Lot, each Assessment shall also be the personal obligation of the Person who owned the Lot at the time the Assessment became due. In the event of a legal action at law, the prevailing party will be liable for all or a portion of the non-prevailing party's attorney's fees and costs as determined or ordered by the court. No Lot Owner may exempt themselves from liability for the Assessment by abandonment of their Lot or by waiver of the use or enjoyment of all or any part of the Common Areas. Suit to recover a money judgment for unpaid Assessments shall be maintainable without foreclosing or waiving the Assessment lien provided in the Declaration.

Section 6.12 *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, the mortgagee shall have a lien on the Lot for the amounts paid with the same priority as the lien on the mortgage.

ARTICLE 7 MAINTENANCE

Section 7.1 *Maintenance by Lot Owners.* Each Lot Owner shall maintain, repair, replace and reconstruct as needed all improvements on his/her/its Lot and shall maintain the Limited

Common Areas assigned to said Lot and the landscaping of said Lot all in a neat, clean and good condition. All improvements, fixtures, appliances, equipment, and landscaping installed within or upon the Lot shall be maintained and kept in repair by the Lot Owner.

Section 7.2 Curative Assessment - Lot Owner's Failure to Maintain or Repair. In the event that a Lot is not properly maintained (including landscape elements) and repaired, or in the event that the Residence or other improvements within a Lot is/are damaged or destroyed by an event of casualty, and/or an act or omission by a Lot Owner, and the Lot Owner does not take reasonable measures to diligently pursue the repair and reconstruction of those portions of the damaged or destroyed Residence/Lot to substantially the same condition in which they existed prior to the damage or destruction, then the Association, in furtherance of its duty to preserve and maintain the value of the Property and the Community, after notice to the Lot Owner and with the unanimous approval of the Board or the majority approval of the Members of the Association, shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the Lot to a condition of good order and repair. All costs incurred by the Association in connection with steps taken under this section shall be reimbursed to the Association by the Lot Owner as a Curative Assessment.

Section 7.3 Maintenance by Association. The Association shall be responsible for the maintenance and repair of the Common Areas, which maintenance and repair (unless necessitated by damage caused by the negligence, misuse or tortious act of a Lot Owner or Owner's Agent set forth in **Section 7.4** below) shall be the Common Expense of all Lot Owners and shall be in accordance with standards that may be established from time-to-time by the Board in its sole discretion. This maintenance shall include, but shall not be limited to, upkeep (including snow removal, grass cutting, and keeping storm system drywells cleared out), repair and replacement of all landscaping, walls, gates, signage, irrigation systems, sidewalks, driveways, the parking lot, and the common building. In the event the Association does not maintain or repair the Common Areas, Declarant shall have the right, but not the obligation, to do so at the expense of the Association.

Section 7.4 Limited Common Area Damage. In the event of damage or destruction of a Limited Common Area from any cause other than the negligence or tortious acts or omissions of a Lot Owner or Lot Owner's tenant, invitee, or agent, the Association shall bear the expense to repair or rebuild the Limited Common Area to its previous condition. If a Lot Owner or Owners or their tenant, invitee, or agent have caused such damage by negligence or tortious conduct, as outlined above, such Lot Owners shall bear the cost of the damage to the extent of negligent or tortious culpability. The Association can make a Default Assessment and/or pursue an action at law to collect said cost of damage. *Ref. §§ 4.3, 6.10.*

Section 7.5 Maintenance of Duplex Lots. Each Duplex Lot will share certain elements including without limitation a foundation, exterior finish, common or party wall, and roof with another Duplex Lot ("**Shared Element(s)**"). The Duplex Lots may be constructed so that they do not share an interior common wall, but will be built with an interstitial space between the interior walls. Notwithstanding, responsibility for maintenance of the Shared Elements that are

common to each Duplex will be individual and several responsibility of the Lots Owners of the respective Duplex, and each Duplex shall be maintained by those Lot Owners with a uniform exterior appearance. Examples of Duplex Shared Elements include but are not limited to exterior painting, roof replacement, party wall or interstitial space maintenance, and foundation maintenance. If the Owners of adjoining Duplex Lots are in disagreement over this responsibility, they must submit such to the Association as provided in subsection 7.5.4. If one or more of the parties to the dispute are on the Board, such parties may not participate in making a determination of the arbitration.

7.5.1 Rights. The Owners of Duplex Lots shall each have a perpetual, non-exclusive right to access, inspect, maintain, repair and replace the elements of their Duplex that they have in common with another Owner. This right shall be binding upon and inure to the benefit of the Duplex Lot Owners and their respective heirs, successors and assigns. It shall run with the land and is not a personal covenant; provided, however, that assignment by either Duplex Lot Owner of his or her Lot shall not release that Owner from liability under this Section 7.5, unless specifically released by the other Owner in writing.

7.5.2 Maintenance, Repair and Replacement. Both adjoining Duplex Lot Owners shall share equally in the cost of maintenance, repair and replacement of their shared elements, unless such maintenance, repair or replacement is caused or necessitated solely by one of the Owners, in which case that Owner shall be solely responsible for the cost of such maintenance, repair or replacement. If any maintenance, repair or replacement is caused or necessitated by the Owners in anything but equal proportion, the Owners shall bear the costs of such maintenance, repair or replacement in proportion to their fault.

7.5.3 Submittal of Plans. Plans for any maintenance, repair or replacement of a Shared Element that may or will disturb the exterior appearance of a Residence must be submitted to and approved by the Association prior to such disturbance.

7.5.4 Disputes. If the Owners of adjoining Duplex Lots are unable to agree as to whether the Shared Element(s) is/are in the need of maintenance, repair or replacement, the Owners shall submit their dispute to the Association who shall, through the Board, decide the matter. The Board's decision shall be treated as an arbitrator's decision, binding on both parties. If the Board recommends maintenance, repair or replacement, the parties shall be obligated to submit plans for such maintenance, repair or replacement to the Association for review.

7.5.5 Contribution. A Duplex Lot Owner's right to contribution to costs of repair, maintenance, and/or replacement of a Shared Element from another Duplex Lot Owner or other Owners shall run with the land and shall pass to such Owner's heirs, successors and assigns and shall be enforceable by said Owner.

7.5.6 Survival. Notwithstanding anything in this Declaration to the contrary, to the extent feasible the terms and conditions of this Section 7.5 shall survive termination of this Declaration.

ARTICLE 8 INSURANCE

Section 8.1 *Association Insurance Provisions.* The Association shall acquire and pay for, out of the Annual Assessments, the following insurance policies carried with reputable insurance companies authorized to do business in Colorado:

Section 8.1.1 *Property Hazard Insurance Coverage.* Insurance for fire, with extended coverage, vandalism, malicious mischief, all-risk (a/k/a special form, or special cause of loss) on a replacement cost basis. Coverage shall include endorsements in amounts deemed reasonable and as determined by the Board to represent not less than the full then-current insurable replacement cost of the Common Areas and improvements therein and thereon, including without limitation Limited Common Areas, and any Lots, and improvements therein and thereon, owned by the Association. Maximum deductible amounts, if available, shall be the lesser of \$10,000 or 1% of the policy face amount. Such hazard insurance policy must be written by an insurance carrier that has an "A" or better policyholder's rating and a financial size category of "VIII" or better in Best's Insurance Reports - International Edition.

Section 8.1.2 *General Liability.* Commercial general liability insurance for the Common Areas in such amounts as the Board deems desirable, provided that such coverage shall be for at least \$1,000,000 for bodily injury, including deaths, and for property damage arising out of a single occurrence insuring the Association, the Board, a Manager or managing agent, or both, if any, and their respective agents and employees from liability in connection with the operation, maintenance and use of the Common Areas and/or any Lot owned by the Association.

Section 8.1.3 *General Provisions.*

8.1.3.1 All policies required to be carried under this **Article 8** shall provide a standard non-contributory mortgagee clause in favor of the first mortgagee and shall provide that such policy cannot be canceled by the insurance company without at least thirty (30) days prior written notice to the Board, except that ten (10) days is required for reason of non-payment of premium.

8.1.3.2 If the insurance describe in this **Article 8** is not reasonable available, or if any policy of insurance is cancelled or not renewed without a replacement policy therefore having been obtained, The Association shall promptly cause notice of that fact to be hand delivered or sent by United States mail to all Owners and to any first mortgagee of the Association. The Association shall additionally provide supplement notice via email to Lot Owners and posting on the Association's website.

8.1.3.2 To the extent the Association settles insurance claims for damages to

the Common Areas or to any Lots it owns, it shall have the authority to assess negligent Lot Owners causing such loss all deductibles paid or uncovered losses incurred by the Association. *Ref. §§ 4.3, 7.4.*

Section 8.2 *Lot Owner Insurance Provisions.* Each Lot Owner shall maintain, in such amounts and form acceptable to the Board from time-to-time (i) property hazard insurance coverage on their respective Lot, including insurance for fire, with extended coverage, vandalism, malicious mischief, all-risk (a/k/a special form, or special cause of loss) on a replacement cost basis. (ii) casualty and public liability insurance coverage for such Lot Owner's Lot and the Limited Common Areas assigned thereto for amounts not less than \$1,000,000 for bodily injury, including deaths, and for property damage arising out of a single occurrence. Such policy or policies shall name the Association as an additional insured in a form acceptable to the Association. Each Lot Owner shall be solely responsible for the operation and use of the Limited Common Areas assigned to such Lot. Each Lot Owner is also encouraged to obtain hazard coverage for their personal property, including all personal property stored in their Limited Common Areas.

Section 8.3 *Insurer Obligation.* An insurer that has issued an insurance policy for the insurance describe in this **Article 8**, or its authorized agent, shall issue certificates or memoranda of insurance to the Association and, upon request, to any Lot Owner or mortgagee. Unless otherwise provided by statute, the insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association and to any mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last-know addresses, except that ten days notice is required for reason of non-payment of premium.

Section 8.4 *Repair and Replacement.* Any portion of the Common Areas for which insurance is required under the Article which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

Section 8.4.1 The common interest community created by the Declaration is terminated;

Section 8.4.2 Repair or replacement would be illegal under any state statute or regulation or local ordinance governing health or safety;

Section 8.4.3 There is a vote not to rebuild by (i) sixty seven percent (67%) of the Lot Owners entitled to vote.

The cost of repair or replacement of Common Areas in excess of insurance proceeds and reserves shall be a Common Expense. If all the Common Areas are not repaired or replaced, the insurance proceeds attributable to the damaged Common Areas must be first used to restore the damaged area to a condition compatible with the remainder of the Community, and secondly distributed to all the Lot Owners or mortgagees, as their interests may appear in proportion to each Lot's Allocated Interests.

Section 8.5 *Fidelity Insurance.*

Section 8.5.1 If any Lot Owner or Board member or employee of the Association controls or disburses funds of the Community, the association must obtain and maintain, to the extent reasonably available, fidelity insurance. Coverage shall not be less in aggregate than two months' current Annual Assessments, plus reserves, if any, as calculated from the current budget of the Association, plus the current balance of the Transfer Assessment fund.

Section 8.5.2 Any Person engaged as an independent contractor by the Association for the purposes of managing the Community must obtain and maintain fidelity insurance in an amount reserved for the engagement of not less than the amount specified above unless the Association names such Person as an insured person in a contract of fidelity insurance.

Section 8.6 *Other Insurance.* The Association shall also maintain insurance, to the extent reasonably available, and in such amount as the Board may deem appropriate, on behalf of members of the Board against any liability asserted against a member of the Board or incurred by such member in their capacity or arising out of their status as a member of the Board. The Board may also obtain insurance against such other risks or a similar or dissimilar nature as it shall deem appropriate with respect to the Association's responsibilities and duties.

ARTICLE 9

MEMBERSHIP AND VOTING RIGHTS; ASSOCIATION OPERATIONS

Section 9.1 *The Association.* Every Lot shall be accorded one Membership to the Lot Owners. Membership shall be appurtenant to, and may not be separated from ownership of a Lot. *Ref. §5.2.2.*

Section 9.2 *Transfer of Membership.* A Lot Owner shall not transfer, pledge, or alienate such Lot Owner's membership in the Association in any way, except upon the sale, transfer, or encumbrance of such Lot and then only to the purchaser, transferee, or mortgagee of the Lot.

Section 9.3 *Membership.* The Association shall have one class of membership consisting of all Lot Owners, including the Declarant so long as Declarant continues to own an interest in a Lot. Except as otherwise provided in this Declaration or other Association Documents, each Lot Owner shall be entitled to vote on Association matters as a Member, in accordance with the Allocated Interests allocated to such Lot.

Section 9.4 *Multiple Owners of a Lot.* If title to any Lot shall be held by two or more Persons, then each such Person shall be a Member of the Association, provided however, that the voting rights of such Lot Owners shall not be divided, but shall be exercised as if the Lot Owner consisted of only one Person. A majority of said multiple Lot Owners shall designate in writing to

the Association one of the Lot Owners with respect to all matters relating to the Association, including voting (the “**Designated Member**”). In the event no Designated Member is designated by said multiple Lot Owners to the Association, the Board reserves the right to take action without the vote of the Lot, provided, however, that the provisions of this sub-section shall be subject to the requirements of §38-33.3-310 of the Act.

Section 9.5 Books and Records. Upon reasonable advance request by a Member or Lot mortgagee, the Association shall make available to the requester, during normal business hours or under other reasonable circumstances, the Association Documents and the books, records and financial statements of the Association. If requested, the Association will make hard or electronic copies of said documents for the requester and will transmit them via reasonable means including by mail or e-mail. The Association may charge a reasonable fee for copying such material and for preparation and presentation time. The foregoing notwithstanding, the provisions of this **Section 9.5** shall comply with the provisions of §38-33.3-209.4 of the Act.

Section 9.6 Manager. The Association, through the Board, may employ or contract for services of a Manager or Managers to whom the Board may delegate certain powers, functions or duties of the Association, as may be more specifically provided by the Bylaws.

Section 9.7 Enforcement and Attorney’s Fees. It is hereby declared to be the intention of the Association to enforce the provisions of the Association Documents by any and all means available to the Association at law or equity, and to seek recovery and reimbursement of all attorney’s fees, Association expenses and costs incurred by the Association in connection therewith as may be required from time-to-time. Failure by the Association to enforce compliance with any provisions of the Association Documents shall not be deemed a waiver of the right to enforce any provision thereafter. The foregoing notwithstanding, the provisions of this **Section 9.7** shall comply with the provisions of §§ 38-33.3-123 and 124(2) of the Act.

Section 9.8 Implied Rights and Obligations. The Association may exercise any right or privilege expressly granted to the Association in the Association Documents, by the Act and/or by the Nonprofit Act or as otherwise permitted by Colorado Law.

Section 9.9 Notice. Any notice to a Lot Owner of matters affecting the Community by the Association or by another Lot Owner shall be sufficiently given if in writing and delivered personally, by courier or private service delivery, or by email if addressed to the Lot Owner’s designated email of record in the Association’s records, or on the third business day after deposit in the US mails for certified mail, return receipt requested, at the address of record for real property tax assessment notices with respect to that Lot, or as otherwise may be provided for in the Act.

ARTICLE 10

FORMATION OF THE BOARD AND POWERS OF THE ASSOCIATION

Section 10.1 Formation of the Board. Subject to the limitations contained in the Act, the Board shall initially consist of three members appointed by the Declarant. Then within sixty (60)

days of 25% of the Lots being first sold and closed to non-Declarant Lot Owners, said non-Declarant Lot Owners shall elect one Board member and the Declarant will appoint two Board members. Then within sixty (60) days of 75% of the Lots being first sold and closed to non-Declarant Lot Owners, the Board shall consist of five members, four of whom shall be elected and removed in accordance with the Articles and Bylaws of the Association, and one of whom shall be appointed by the Declarant. Then within (60) sixty days of 100% of the Lots being first sold and closed to non-Declarant Lot Owners, all five Board members shall be elected and removed in accordance with the Articles and Bylaws of the Association.

Except with respect to Declarant-appointed Board members, the Lot Owners, by a vote of sixty-seven percent (67%) of all Allocated Interests represented or present and entitled to vote at any properly called meeting of the Lot Owners at which a quorum is present may remove any member of the Board with or without cause. Only the Declarant may remove a member of the Board appointed by the Declarant.

The Board shall appoint the officers of the Association.

Section 10.2 Association Powers. The Association shall be granted all powers necessary to govern, manage, maintain, repair, improve, administer and regulate the Community and to perform all of the duties required of it and to impose Assessments to carry out its obligations, including, without limitation the obligation to preserve and maintain the value of the Property and the Community. In furtherance of the Association purposes, the Association, by the action of the members of the Board, unless otherwise provided in the Articles, Bylaws or herein shall have the full power bestowed by CRS §38-33.3-302 and to:

Section 10.2.1 Adopt and amend (i) the Bylaws regarding Association operational matters; and (ii) the Rules and Regulations, which Rules and Regulations shall address various matters to promote the quiet enjoyment, smooth operation and enhancement of the value of the Property and the Community (including, without limitation, architecture, maintenance, signage and collection of Assessments);

Section 10.2.2 Adopt and amend budgets for revenues, expenditures and reserves of the Association;

Section 10.2.3 Collect Assessments and fines from Lot Owners;

Section 10.2.4 Hire and discharge managers and other employees, agents, and independent contractors engaged in pursuing the goals of maintaining the value of the Property and Community;

Section 10.2.5 Negotiate and provide for reasonable compensation to be paid to any Member, manager, member of the Board, or officer while such Member, manager, member of the Board or officer is acting as an agent or employee of the Association, for services rendered in effecting one or more of the purposes of the Association;

Section 10.2.6 Instigate, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Lot Owners, on matters affecting the Community or the Association;

Section 10.2.7 Make and enter into contracts and incur liabilities, both on behalf of the Association and any individual Lot Owners engaging the Association as an attorney-in-fact for such purposes;

Section 10.2.8 Regulate the use, maintenance, repair, replacement and modification of Common Areas;

Section 10.2.9 Cause additional improvement to be made as part of the Common Areas;

Section 10.2.10 Acquire, hold, encumber and convey in the name of the Association any right, title or interest in or to real or personal property, except that the Common Areas may be conveyed, or subjected to a security interest, only upon an affirmative vote of sixty-seven percent (67%) of the Allocated Interests;

Section 10.2.11 Grant easement for any period of time, including permanent easement, and grant leases, licenses and concessions through or over and upon the Common Areas;

Section 10.2.12 Impose and receive any payment, fee, charge or fine for services provided to Lot Owners and for the use, rental or operation of the Common Areas or Lots of the Declarant or the Association, respectively;

Section 10.2.13 All subject to the provisions of the Act in effect from time-to-time, impose charges for late payment of Assessments, access reasonable attorney fees and other costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and levy reasonable fines for violations of the Association Documents;

Section 10.2.14 Impose reasonable charges for the preparation and recordation of amendments to the Declaration and/or Plat and/or any Supplemental Declarations or Plats or statements of unpaid Assessments;

Section 10.2.15 Provide the necessary resources for the indemnification of the Association's officers and Board and maintain director's and officer's liability insurance;

Section 10.2.16 Assign its right to future income, including the right to receive Assessments, but only upon an affirmative vote of sixty-seven percent (67%) of the Allocated Interests;

Section 10.2.17 Exercise any other powers conferred by the Association Documents or the Act;

Section 10.2.18 Exercise all other powers that may be exercised in the state by legal entities of the same type as the Association;

Section 10.2.19 Provide and pay for internal bookkeeping, external accounting and filing requirements;

Section 10.2.20 Enforce any covenants, restrictions, and conditions affecting the Community;

Section 10.2.21 Borrow money and, upon the affirmative vote of sixty-seven percent (67%) of the Allocated Interests and, to mortgage, pledge, or hypothecate any or all of its Community property as security for money borrowed or debts incurred;

Section 10.2.22 Engage in all lawful activities which will actively foster, promote, and advance the common ownership interests of the Lot Owners;

Section 10.2.23 Establish the Vista Park Commons Architectural Review Committee and its rules, provided that the Board shall have the power to act as same until such time as the Board chooses to create such a committee in its own right.

Section 10.2.24 Accept title to the Common Areas from the Declarant subject to the easements created in **Article 3**.

Section 10.2.25 Exercise any other power necessary and proper for the governance and operation of the Association, to protect the Common Areas, and to preserve, maintain and enhance the value of the Community.

Section 10.3 *Certain Powers Subject to Approval.* Notwithstanding the above, but subject to the Declarant's rights and additional reserved rights set forth in **Article 14** below, the Association shall not be empowered nor entitled to do any of the following without the consent of sixty-seven (67%) of the Allocated Interests:

Section 10.3.1 By act or omission, abandon or terminate the planned common interest regime created pursuant to this Declaration;

Section 10.3.2 Partition or subdivide any Lot;

Section 10.3.3 Combine two or more Lots into fewer Lots.

Section 10.3.4 Use the insurance proceeds for a loss to an improvement within the

Community for other than the repair, replacement, or reconstruction of such improvements; and,

Section 10.3.5 Change the Allocated Interests of any Lot for the purposes of (i) levying Assessments, (ii) distribution of hazard insurance proceeds or condemnation awards hereunder, or (iii) determination of the pro rata share of ownership each Lot has in the Common Areas.

Section 10.4 *Association as Attorney-in-Fact.* Each Lot Owner, by such Owner's acceptance of a deed or other conveyance of an interest in a Lot, does irrevocably constitute and appoint the Association and/or the Declarant with full power of substitution in the Lot Owner's place and stead to deal with such Lot Owner's interest in order to effectuate the rights reserved by Declarant or granted to the Association, as applicable, with full power, right and authorization to execute and deliver any instrument affecting the interest of the Lot Owner and to take any other action which the Association of Declarant may consider necessary or advisable to give effect to the provisions of this Declaration. If requested to do so by the Association or Declarant, each Lot Owner shall execute and deliver a written, acknowledged instrument confirming such appointment.

ARTICLE 11 MECHANIC'S LIENS

Section 11.1 *No Joint Liability.* If any Lot Owner shall cause any material to be furnished to such Owner's Lot or any labor to be performed therein or thereon, no Lot Owner of any other Lot nor shall the Association under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work and materials shall be at the expense of the Lot Owner causing it to be done or delivered, and such Lot Owner shall be solely responsible to contractors, laborers, materialmen and other Persons furnishing labor or materials to such Owner's Lot.

Section 11.2 *Indemnification.* If, because of any act or omission of any Lot Owner, any mechanic's or other lien or order for the payment of money shall be filed against the Common Areas or against any other Owner's Lot or a Lot Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Lot Owner whose act or omission forms the basis for such lien or order shall, at such Lot Owner's own cost and expense, cause the same to be cancelled and discharged of record or bonded by a surety company reasonably acceptable to the Association, or to such other Lot Owners, within twenty (20) days after the date of filing thereof, and further shall indemnify and save all the other Lot Owners and the Association harmless from and against any and all costs, expenses, claims, losses or damages including, without limitation, reasonable attorney's fees resulting therefrom.

Section 11.3 *Limitation for Association Common Area Work.* Labor performed or material furnished for the Common Areas, if duly authorized by the Association in accordance with this Declaration or the Bylaws, shall entitle third parties performing such work to file liens pursuant to law against the Common Areas. However, no such liens shall be effected against any individual Lot or Lot

Owners and shall be limited exclusively to claims against the Common Areas.

ARTICLE 12 DAMAGE OR DESTRUCTION

Section 12.1 *The Role of the Board.* Except as provided in **Section 10.3.4**, in the event of damage to or destruction of all or part of any portion of the Common Areas, or other Community property covered by insurance written in the name of the Association under Article __, the Board shall arrange for and supervise the prompt repair and restoration of the damaged Community property.

Section 12.2 *Estimates of Damages or Destruction.* As soon as practicable after an event causing damage to or destruction of any part of the Community property, the Board shall obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction and/or of replacement. Such costs may also include professional fees.

Section 12.3 *Repair and Reconstruction or Replacement.* As soon as practical after obtaining estimates, the Association shall diligently pursue to completion the repair and reconstruction or replacement of the damaged or destroyed Community property. As attorney-in-fact for the Lot Owners, the Association may take any and all necessary or reasonable steps or actions to effect repair and reconstruction or replacement, and no consent or other action by any Lot Owners shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction or replacement.

Section 12.4 *Funds for Repair and Reconstruction or Replacement.* The proceeds received by the Association from any hazard insurance shall be used for the purpose of repair and reconstruction or replacement for the benefit of the Lot Owners and mortgagees. If the proceeds of the Association's insurance are insufficient to pay the estimated or actual cost of such repair, reconstruction, or replacement, the Association may pay the difference from excess reserves, if any, and/or, pursuant to **Section 6.6**, levy, assess and collect in advance from the Lot Owners (without the necessity of a vote of the Lot Owners), a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair, reconstruction, or replacement.

ARTICLE 13 CONDEMNATION

Section 13.1 *Rights of Lot Owners.* Whenever all or any part of the Common Areas shall be taken by any authority having power of condemnation or eminent domain, or whenever all or any part of the Common Areas is conveyed in lieu of a taking under threat of condemnation by the Board acting as attorney-in-fact for all Lot Owners under instructions from any authority having the power of condemnation or eminent domain, each Lot Owner shall be entitled to reasonable notice of the taking or conveying, subject to the limitation contained in **Section 9.9**. The Association shall act as attorney-in-fact for all Lot Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

Section 13.2 *Partial Condemnation; Distribution of Award; Reconstruction.* If any portion of the Common Areas should ever be acquired by eminent domain, the award must be paid to the Association. To the extent that any individual Lot Owner's interest in the Limited Common Areas is permanently impaired by the eminent domain acquisition, the Board shall attribute and pay a fairly portioned amount of the award to said Lot Owner(s), after which said Lot Owner's interest in the effected Limited Common Areas will fully or proportionately be extinguished.

Section 13.3 *Complete Condemnation.* If all of the Property is taken, condemned, sold or otherwise disposed of in lieu of or in avoidance of condemnation, then the regime created by this Declaration shall terminate, provided that the approval is first obtained by fifty-one percent (51%) of the Lot Owners.

ARTICLE 14

RESERVED DEVELOPMENT AND SPECIAL DECLARANT RIGHTS

Section 14.1 *Reserved Rights.* Declarant reserves the right for itself and any Successor Declarant at any time and from time-to-time to: (i) maintain and relocate sales/leasing offices, management offices, signs advertising the Community and models, of any size, within one or more Lots or the common building; (ii) maintain on the Community temporary construction facilities and construction materials, staging yards and other facilities reasonably required during the construction and sale/leasing period of the Lots by Declarant and/or Successor Declarant; and (iii) alter the size and relocate the boundaries of Lots (including, without limitation, executing and delivering all necessary amendments to any Association Documents) so long as Declarant or Successor Declarant continue to be an Owner of any such Lots. During the period of time set forth in **Section 10.1**, 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 and the Declaration.

Section 14.2 *Lot Owner Notice and Acceptance.* Each Lot Owner takes title to the Lot with the understanding and recognition that the Community construction will occur in phases, with the Lots and the Common Areas to be developed, constructed, and completed over time. In addition, together with vesting of title in and to a Lot, each Lot Owner shall be deemed to understand, acknowledge, and accept the phased construction contemplated for the Community and the further fact that ongoing alterations, renovations and maintenance to Lots and/or Common Areas are anticipated to occur from time-to-time. As a result, certain inconvenience (including, without limitation, odors, dust, noise, traffic disruption, temporary closure of roadways and parking facilities and unsightliness) are understood and accepted by all Lot Owners as potentially occurring until the construction of the Community, and/or renovation of any portion thereof, have been completed. Notwithstanding the foregoing, the Board shall bear the responsibility to strive to ensure that, as much as reasonably possible, the party or parties undertaking any such construction and/or renovation work do so in a manner designed to mitigate as many of the associated impacts on the Community, Lots, and Lot Owners, and to the greatest extent, reasonably possible.

ARTICLE 15

DESIGN REVIEW; CONSTRUCTION

Section 15.1 *Design Review.* No part or appurtenance of or to any Lot visible outside the Residence (e.g., windows, doors, awnings, etc.) shall be added or altered in appearance or color or modified without approval by (i) the Board or (ii) the Architectural Review Committee governing the Community and established by the Board, if any, in their sole discretion, and by the Master Architectural Review Committee. In addition, no alteration or additions to the Common Areas shall be made unless first approved in writing by the same. All modifications approved under this section shall reasonably conform to and harmonize with existing surroundings and structures.

Section 15.2 *Construction by Lot Owners.* Construction performed on any Lot must be performed in a good and workmanlike manner and in accordance with this Declaration and the Rules and Regulations.

Section 15.3 *Declarant Not Subject to Design Review.* This Article 15 shall not apply to the Declarant or to any construction activities undertaken anywhere upon or within the Property by Declarant or Declarant's agents, contractors, employees, successors or assigns.

ARTICLE 16 MORTGAGEE'S RIGHTS

The following provisions are for the benefit of holders, insurers or guarantors of first mortgages on Lots. To the extent permitted under Colorado law and applicable, necessary, or proper, the provisions of this **Article 16** apply to the Association Documents, as adopted by the Association and in effect from time-to-time.

Section 16.1 *Distribution of Insurance or Condemnation Proceeds.* In the event of a distribution of insurance proceeds or condemnation awards allocable among the Lots for losses to, or taking of, all or part of the Common Areas, neither the Lot Owner nor any other Person shall take priority in receiving the distribution over the right of any mortgagee who is a beneficiary of a first mortgage against the Lot, unless distribution to the Lot Owner or other Person is in accord with the deed of trust.

Section 16.2 *Notice of Action.* Any first mortgagee or any agency which holds, insures or guarantees a first mortgage on a Lot, upon written request to the Association (which request shall include the agency's name and address and the Lot number to be valid), will be entitled to timely written notice of:

Section 16.2.1 Any proposed amendment of the Association Documents effecting a change in (i) the boundaries of any Lot or the exclusive easement rights appertaining thereto; (ii) the interest in the Common Areas appurtenant to the Lot or the Common Expense Liability relating thereto; (iii) the number of votes in the Association relating to any Lot; or (iv) the purposes to which any Lot or the Common Areas are restricted or any

amendment set forth in **Section 17.2** below;

Section 16.2.2 Any proposed termination of the Community created pursuant to this Declaration;

Section 16.2.3 Any condemnation loss or casualty loss which affects a material portion of the Community or which affects any Lot on which the first mortgage is held;

Section 16.2.4 Any delinquency in the payment of Assessments owed by a Lot Owner subject to the mortgage where such delinquency has continued for a period of sixty (60) days; and

Section 16.2.5 Any lapse, cancellation or material modification of any insurance policy maintained by the Association pursuant to **Article 8**.

Section 16.3 *No Further Rights.* Nothing contained in this **Article 16**, or otherwise set forth in this Declaration or other Association Documents, shall be construed or deemed to grant any first mortgagee or other parties, other than Lot Owners holding mortgage or other interests in or to any Lots, any rights of consent, approval or veto with respect to any actions by or on behalf of the Lot Owners, the Board or the Association, whether with respect to the Community, or any Lot, or otherwise.

ARTICLE 17

DURATION OF COVENANTS AND AMENDMENT

Section 17.1 *Term.* The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity, subject to the termination provisions of the Act and herein set forth.

Section 17.2 *Amendment.* This Declaration, or any provision of it, may be amended at any time by the vote of Lot Owners holding not less than sixty-seven percent (67%) of the Allocated Interests at a meeting of the Association called for that purpose. Any amendment must be executed by the President of the Association and recorded with the Clerk and Recorder. Approval of such amendment may be shown by attaching a certificate of the Secretary of the Association to the recorded instrument certifying the approval by a sufficient number of Lot Owners and/or Allocated Interests of the amendment. Notwithstanding the foregoing, Declarant, during the period of time set forth in **Section 10.1** herein, 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 and the Declaration.

Section 17.3 *Revocation.* This Declaration shall not be revoked nor shall the planned common interest regime created hereby be terminated (except as provided in **Article 12** regarding total destruction and **Article 13** regarding total condemnation), without (io) the consent of Lot Owners representing at least sixty-seven percent (67%) of the Allocated Interests, as evidenced by a written instrument duly recorded with the Clerk and Recorder.

ARTICLE 18

PROHIBITION AGAINST TIMESHARING

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

ARTICLE 19

GENERAL PROVISIONS

Section 19.1 *Restriction on Declarant Power.* Notwithstanding anything to the contrary contained herein, no rights or powers reserved to the Declarant hereunder shall exceed the time limitations or permissible extent of such rights and powers as restricted under the Act. Any provision in this Declaration in conflict with the requirements of the Act shall not be deemed to invalidate such provision as a whole, but shall be adjusted as is necessary to comply with the Act (but to the most limited extent possible).

Section 19.2 *Severability.* Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 19.3 *Alternative Dispute Resolution.* Prior to commencement of any legal proceeding, any controversy between the Association and a Lot Owner not involving eminent threats to the peace, health or safety of the Community or of any Lot Owners, Common Areas, or Lots, may be unilaterally submitted to mediation by either party and said mediation shall be completed in good faith before any opposing party may commence the legal proceeding. The statute of limitations will be tolled during the period of mediation. Any mediation agreement entered into as a result of such mediation may be presented to the court of competent jurisdiction as a stipulation. If a party subsequently violates a court-entered stipulation, the other party may apply immediately to the court for relief.

Section 19.4 *Conflicts Between Documents.* In case of conflict between this Declaration and the Articles and/or Bylaws of the Association, this Declaration shall control. In the case of conflict between the Articles and the Bylaws, the Articles shall control. In case of conflict between this Declaration and the Master Declaration, the Master Declaration shall control.

IN WITNESS WHEREOF, Declarant has duly adopted, executed and delivered this Declaration, effective this 26 day of APRIL, 2022.

DECLARANT:

VISTA PARK DEVELOPMENT, LLC
a Colorado limited liability company

By: _____

Managing Member

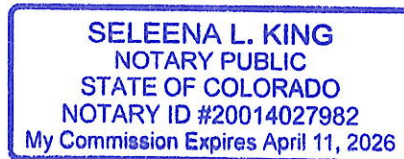
JOSEPH NELSON

STATE OF COLORADO)

COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this 26th day of April, 2022, by Joseph Nelson, as Managing Member of Vista Park Development, LLC, a Colorado limited liability company.

Seleena L. King
Notary Public



July 18, 2022

Joe Nelson
Vista Park Development LLC
801 Chipeta Drive
Ridgway, CO 81432
E-Mail: joenel1951@gmail.com

**RE: Vista Park Commons/ Replat of Lots 30-34 Ridgway Land Company Subdivision
Final Plat Review**

Good Morning:

The above-mentioned application and supplemental materials were reviewed by Community Planning Strategies (CPS) and Town Staff. The enclosed comments represent the findings of the review against applicable Town of Ridgway (Town) development and land use regulations.

The following items must be addressed and resubmitted to the Town to be reviewed and evaluated:

PLANNING REVIEW COMMENTS:

Final Plat:

1. Provide the below Certificate of Ownership and Dedication:

CERTIFICATE OF OWNERSHIP AND DEDICATION:

Know all persons by these presents: [Owner Name], a Colorado [corporate structure] ("Owner"), being the owner of the land described as follows:

[Legal description of property], County Of Ouray, State Of Colorado ("Property"), has laid out, platted and subdivided same as shown on this plat under the name of [subdivision name], and by these presents does hereby dedicate to the perpetual use of the Town of Ridgway, Ouray County, Colorado, the streets, alleys, roads, and other public areas as shown and designated for dedication hereon and hereby dedicate those portions of land labeled as utility easements for the installation and maintenance of public utilities as shown hereon.

In witness hereof Owner has executed this Plat effective as of _____, 202__.
[Owner Name], a Colorado [corporate structure].

By: _____

Printed Name: _____

Title: _____

2. Modify the Attorney's Certificate to read as follows:

ATTORNEYS 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 Commitment Order Number _____ effective as of _____ at __:___ .M. issued by _____ and according to that title commitment, of all land herein platted and that title to such land is in the dedicator(s) and owners, and that based upon my review of said title commitment, the property dedicated hereon has been dedicated free and clear of all liens and encumbrances, except as follows:

Dated this _____ day of _____, 202__.

[legal counsel Name] , Attorney at Law

3. Modify the Lien Holder's Certificates to read:

LIENHOLDER'S AFFIDAVIT

Before a Notary Public, duly qualified and acting in and for said town, county, and state, appeared _____ known by official government-issued photograph identification to be the affiant herein, who stated the following under oath:

The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County records at Reception No. _____, hereby joins in this subdivision, any applicable subdivision improvement agreement, and the declaration of easements, property, and streets as shown hereon.

Lien Holder: _____

Name: _____

Title: _____

4. Correct the Engineer's Certificate to add the word "and" before "are adequate to serve..." in the last sentence and remove "Registration Number" from the signature line.
5. Modify the Certificate of Improvement Completion to read as follows:

CERTIFICATE OF IMPROVEMENTS COMPLETION:

The undersigned, Town Manager of the Town of Ridgway, certifies that all required improvements and utilities are installed, available, and adequate to serve each lot in the _____ Subdivision.

Dated this _____ day of _____, 202__.

By: _____

Preston Neill, Town of Ridgway Town Manager

6. Modify the Surveyor's Certificate to read as follows

SURVEYOR'S CERTIFICATE

I, [Surveyor's Name], being a Registered Land Surveyor in the State of Colorado do hereby certify that this plat was prepared under my direct supervision and that said survey is true and accurate to the best of my knowledge, conforms to all requirements of the Colorado Revised Statute, and all applicable Town of Ridgway regulations, and that all required monuments have been set as shown.

[Surveyor's Name] PLS. [PLS Number]

7. Modify the Planning Commission Certificate to read as follows:

PLANNING COMMISSION:

Recommended for approval by the Planning Commission this _____ day of _____, 202__.

By: _____

Michelle Montague, Town of Ridgway Planning Commission Chairperson

8. Modify the Town Council Certificate to read as follows:

TOWN COUNCIL:

Approved by the Town Council this _____ day of _____, 202__.

By: _____

John Clark, Town of Ridgway Mayor

9. Modify the Town Attorney's Certificate to read as follows:

APPROVAL OF TOWN ATTORNEY:

Approved for recording with the Ouray County Clerk and Recorder's Office this _____ day of _____, 202__.

By: _____,
Bo Nerlin, Town of Ridgway Town Attorney

10. Modify the Treasurer's Certificate to read as follows:

TREASURERS CERTIFICATE:

According to the records of the County of Ouray Treasurer there are no liens against this subdivision or any part thereof for unpaid state, county municipal or local taxes or special assessments due and payable.

Dated this _____ day of _____, 202__.

By: _____
Jill Mihelich, Ouray County Treasurer

11. Note 8a: The sentence as written doesn't make sense. Please modify to clearly state the intention of the note.
12. Provide a note with total acreage of easements and other property dedicated for public use.
13. Provide a plat note stating ownership, usage and maintenance provisions for Tract A.
14. Add a note stating "All construction will conform with Ridgway Municipal Code. "
15. Modify Note 7 to read, "Outdoor Lighting; All outdoor lighting shall conform to Ridgway Municipal Code Section 6-5 "Outdoor Lighting regulations", as may be amended.
16. Add a note stating, "All provisions of the Ridgway Municipal Code, as adjusted from time to time, apply to this property with the exception of those explicitly provided for in the _____ PUD. Where there is a conflict between the provisions of the Ridgway Municipal Code and the provisions of this PUD, this PUD shall prevail."
17. Please provide a scale for all dimensions and not just contours. Scale must be at no less than 1" equals 100 feet.
18. Provide two separate defined easements for the sewer and water mains. If these two easements are to be or have been defined by a separate easement document, please reference that in the notes and on the page.
19. Easement and setback dimensions are not consistently or clearly labeled on each lot. Please provide leaders from dimension line to measurements in all areas. (See attached redlines for more explanation.)
20. The "Access and Utility Easement" for Lot 17 needs to be dimensioned and a note added regarding maintenance provisions. Change the scale of the shading to allow better legibility for information within the easement.
21. Label Page 2 "As Platted" and Pages 3 & 4 "As Replatted."
22. Label Redcliff Drive existing right-of-way width.

Subdivision Improvement Agreement:

23. The SIA should reference the legal name of the development.

ENGINEERING REVIEW COMMENTS:

Final Plat:

24. The easements dedicated to the Town should be the utility easements and the easements that are combined utility and drainage.

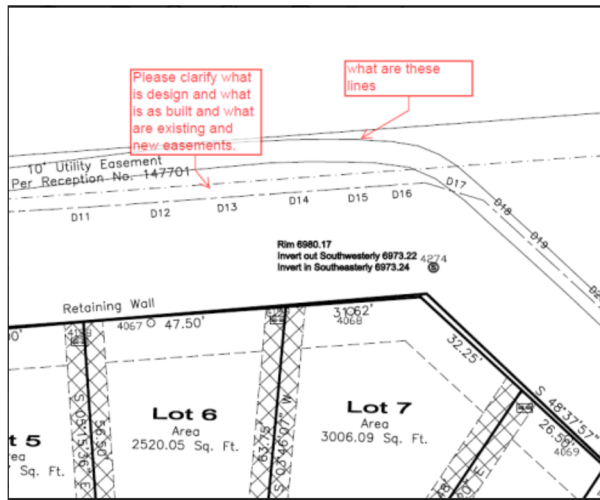
25. Plat Note 9 starting about half way down the note, says that the town is not responsible for damage they do as they work on utilities. I think this should be a separate note. This was part of the deal in allowing town utilities on private property with limited access points to the utility easement. The agreement was that the note cover within and on the way to the utility easement.
26. How are the boundaries of the parking area and the common building and storage units to be located on the ground? Are the bulb outs in the parking design or as constructed?
27. Is the relocated ditch shown the plat shown at the design or as constructed location? The latter is required.
28. How does one locate dimensions for the ditch on the ground. There are bearings and distances between the angle points listed but I did not find where it starts. Would coordinates be a better way to lay this out? If one has a bust somewhere in the layout of the 40 points everything else from the oops will be wrong.

Subdivision Improvement Agreement:

29. Is this our standard form? I don't remember there being recitals on our form and other provisions seem weird. If this is not our form, do we want to tell them it needs to be on the Town form?
30. My questions / comments are in comments and track changes on the attached doc file.
31. Can't put comments or edit Exhibit B of the SIA. I read RMC 7.4 etc SIA (B) (1) to include all drainage. I think that includes getting the curb and gutter installed. The Moody Ditch needs sealed to protect from undermining the sewer. This should be part of the requirements for the sewer. Patching the water and sewer crossings to me is part of the utility work and should be done before final plat is done. (Hopefully the C&G, the parking, and the patching are done.)
32. The list says gas is complete and says they decided to go all electric. Was this change approved by the Town. This is supposed to be affordable housing. Not offering gas could be contrary to that goal.
33. The parking lot improvements should be required to be completed before any buildings get a CO. Same with the internal walks. These are improvements that needed to use the units. The parking is not only parking and the walks are the only way to get stuff from the parking area to the units. I think they should be secured.
34. Street lighting is a required improvement for final plat. I believe this should be a secured improvement.
35. Rail fence is part of the landscaping and should be secured.
36. Don't know if the landscape numbers are reasonable.
37. Once we agree on what needs secured (and once we check what has been completed in the last few weeks later this week), I can work on whether the dollar amounts listed are reasonable.

Asbuilt Surveyed 3-22:

38. Not sure what these sheets are so did not spend much time on them. Do have the following questions for pg 1



39. Noticed that there are point numbers and coordinate for meters, cleanouts, valves, curb stops, etc. Somehow this info needs to be coordinated with the utility as built.

Utility As Builts:

40. I am not seeing any way to locate any of the utilities on the ground. They should refer to the Town standards for requirements for as built. For example, plans need stations and depths (at tap and at curb stop) for water services from water valves and station and depths at main and clean out for sewer services from manholes. They should have swing ties to valves, fittings, and manholes, etc. Some of this info can be provided in tabular form to keep the drawings from being too cluttered and somehow combined with the info on the As built surveyed sheets. We also need cad and shape files once the as built are complete.
41. Did not find plan and profile sheets including as as built.
42. Are the distances, slopes, changes in depth, and manhole angles shown on the as built design data or as constructed data. The latter is required.
43. For clarify the main line irrigation should be the same color as the distribution irrigation lines, not the same color as the potable water line.
44. Did not find storm water shown on the as built.
45. The design utility plans show gas service to every lot. The As built show no gas to the development. Did they not extend gas to the lots? If so, did the Town approve that change? Gas is a utility that is supposed to be in place before final plat (not covered by SIA).
46. The electrical lines shown on the as built deviate quite a bit from the design drawings. A major change is that the service lines to each building were previously shown separated enough that you could likely access one service line without damaging the other. Now most are shown very close together. I am not aware of the Town having approved these changes.
47. There are several different electrical line types on the plans. These should each be defined in the legend.
48. A very significant change in electrical layout is the addition of electrical service lines in the easement for VP line 3 sewer line. What is the separation between the electrical and sewer. I don't believe the Town approved adding the electrical to this easement.

49. Are lots 16 and 17 served off a single electrical service line most of the way to lot lines. If so what are the maintenance arrangements?
50. How close are the electrical service lines to the irrigation service lines in various locations?
51. At least some of the rear setback lines are also utility easement lines. Where that is the case should both be called out?
52. Irrigation layout also looks to deviate from the design layout in places. What is the separation between the potable water services and the irrigation services for Lots 22 and 23?
53. It looks like two lots are served from a single irrigation box. If that is the case is there a joint maintenance agreement?
54. These docs will need a top down review again when they are closer to what is required. There is so much that needs done now, some things were likely missed. Also I did not look at the docs not listed above.
55. Please let me know if you have questions or would like this in a different format. (Did not think there would be this much when I started).

REDLINE COMMENTS:

56. Please review and provide adequate amendments to address all redline comments in the attached documents.

Please provide a written response detailing how each of the comments provided are being addressed in addition to making necessary amendments to the submittal materials. Upon resubmittal of these documents, a second round of review by town staff and consultants will be necessary prior to the application being scheduled for consideration by the Town of Ridgway Planning Commission at a public hearing.

If you have any questions, please don't hesitate to reach out to me at (970) 744-0623 or TDlubac@PlanStrategize.com.

We look forward to receiving the revised documents and bringing this project to fruition.

Sincerely,

COMMUNITY PLANNING STRATEGIES, LLC



TJ Dlubac, AICP
Contracted Town Planner

Encl: CPS Final Plat Redlines
Combined SIA Redlines

Cc: Jack Young, Vista Park Commons, LLC
Preston Neill, Town of Ridgway Town Manager
Joanne Fagan, Town of Ridgway Town Engineer

Vista Park Commons - P.U.D.

Replat of Lots 30-34, Ridgway Land Company Subdivision

Located in the South 1/2 of the North 1/2, Section 16, Township 45 North, Range 8 West, NMPM, Town of Ridgway, County of Ouray, State of Colorado

Certificate of Creation of Community, Dedication, and Ownership:

Visa Park Development, LLC, a Colorado limited liability company ("Owner") does certify the following:

1. The Owner is the current fee simple owner of certain real property in the Town of Ridgway, County of Ouray and State of Colorado, situated in Section 16, Township 45, Range 8, containing 2.443 acres more or less, and being more particularly described as follows:

Lots 30-34 of the Final Plat Ridgway Land Company Subdivision, according to the recorded plat filed October 9, 1990 at Reception No 147701, Town of Ridgway, County of Ouray, State of Colorado.

This real property, together with the rights, duties and obligation under these certain easements which benefit and burden the Property and further together with all the improvements, consisting of building and other structures on the real property are collectively referred to on this Plat as the "Property". The Owner has by these presents laid out, re-platted and subdivided the Property into 23 new lots, Common Elements, and Limited Common Elements, all as shown on this Plat.

2. This is the same Property and the same Plat that is defined, described and referred to in the Declaration of Covenants, Conditions, and Restrictions for Vista Park Commons, a Planned Common Interest Community (the "Declaration"), which was recorded in the office of the Ouray County Clerk and Recorder, State of Colorado on April 26, 2022 at Reception No. 231935.

3. Owner, as Declarant and as the fee simple title owner of the Property, does hereby submit governance of the Property and the Community to the (i) Declaration, (ii) the Colorado Common Interest Ownership Act, as set forth in Colorado Revised Statutes §§38-33.3-101 et. seq., and (iii) the Colorado Revised Nonprofit Corporation Act, as set forth in Colorado Revised Statutes §§7-121101 et. seq.

4. Owner does hereby dedicate, grant and convey to the Town of Ridgway, State of Colorado, the following easements as indicated on this Plat and as further described in the Declaration:

(i) Utility easements for Town utilities and public utilities, including, but not limited to water, sewer, storm water, electrical, telephone, gas, CATV lines, and fiber optic lines, together with perpetual blanket right of ingress and egress from and over anywhere on the Property for installation, maintenance and replacement of such lines;

5. Owner reserves or conveys private easements for the Unit Owners in the Common Elements (General and Limited) as indicated on this Plat and as further described in the Declaration, including but not limited to Drainage Easments for storm drainage features and facilities.

Owner reserves or conveys private easements for the Association in the Common Elements (General and Limited) in the Property as a whole as described in the Declaration.

6. Owner does hereby dedicate, grant and convey to the Town of Ridgway, State of Colorado, the new water main and the new sewer main, including, but not limited to, the valves, manholes, appurtenances, etc.

Executed this ____ day of _____, A.D. 202__.

Vista Park Development, LLC

by _____
Jack B. Young
Managing Member

STATE OF COLORADO }
COUNTY OF Ouray } ss.

The foregoing Certificate of Ownership and Dedication was acknowledged before me this ____ day of _____, A.D. 202__, by Jack B. Young, as Managing Member of Vista Park Development, LLC.

Witness my hand and official seal.

My Commission expires _____
Notary Public

Notes:

1. This subdivision will be governed by Vista Park Commons HOA as set forth in the Declaration recorded at Reception No. 231935 on April 26, 2022 at the Ouray County Clerk and Recorder, and the Lots/Units are subject to assessments by the HOA, including, but not limited to, a Transfer Assessment as a fee for the transfer of a Lot/Unit to a new owner(s) assessable as a closing cost at the time of the transfer in the amount of one percent (1%) of the sale price of the Lot/Unit.

2. The Limited Common Element areas designated hereon are for parking or for storage, as described or shown on this plat.

3. The maximum number of dwelling units allowed is 23 for which the applicable excise tax has been paid.

4. Short-term rentals, as defined in the Town regulations, are prohibited in all Units.

5. Deed Restricted Units.

a. The Owner has agreed to provide deed restricted housing in connection with the development of this project. The Owner hereby restricts Lots 8 and 22 (hereinafter the "Deed Restricted Property"), which are deed restricted in accordance with the terms of this Plat Note 5, and shall run with the land for a period of 50 years, with a first right of refusal for the Town, or a nonprofit or private developer to purchase the property before they are sold on the open market. The Town is granted and conveyed the right to enforce compliance with these restrictions applicable to the Deed Restricted Properties.

b. Any instrument of conveyance shall clearly indicate that the property is deed restricted and reference this plat map and applicable plat notes, as amended from time to time, and shall be in a form approved by the Town.

c. On the day of application, the prospective owner(s) of a Deed Restricted Property shall maintain their sole residence and abode in Ouray County, Colorado, or provide written intent of their desire and intent to do so within 30 days of purchasing the unit. Proof of this must be presented to the Town in advance of any transfer of a Deed Restricted Property, including the original property transfer and all subsequent resale and transfer of property.

d. At the time of purchase, including the original property transfer and all subsequent resale and transfer of property, at least one person in the household shall earn the majority (more than 51 percent) of their income in Ouray County or from an employer based in Ouray County. This includes at least one person in the household that is retired but previously earned the majority of their income in Ouray County or from an employer based in Ouray County. Proof of this must be presented to the Town in advance of any transfer of the property. Proof shall include written documentation verifying employment within Ouray County.

e. At the time of purchase, including the original property transfer and all subsequent resale and transfer of property, the household income will be 80% or less of the Area Median Income (AMI) as determined by the United States Department of Housing and Urban Development (HUD) for Ouray County, as adjusted annually. Proof of this, must be presented to the Town in advance of any transfer of property. Proof shall include written documentation, such as income tax return, verifying annual income for the prior year. HUD income limits are derived from the most recent data provided by HUD regarding Area Median Income Levels (AMI) for Ouray County.

f. Any Applicant who currently owns a residence in Ridgway or Ouray County does not qualify to purchase one of these Deed Restricted Properties.

g. There shall be an initial maximum sales price on every Deed Restricted Property in which a unit is built by Owner or another developer. The initial maximum sales price of a housing unit on the lots burdened by these covenants shall be equal to the cost of acquiring and developing the property and building the housing units, plus 10% profit; provided, however, that if the initial maximum sale price exceeds the maximum purchase price for an 80% AMI

household for Ouray County, the Owner agrees to reduce the profit downward from 10% to an amount that achieves the targeted AMI affordable maximum purchase price, except that in no event will the initial maximum sales price be reduced to an amount that requires the Owner to achieve less than a 3% profit. Prior to any transfer of the Deed Restricted Property, evidence of the Owner's cost shall be submitted to the Town Manager, or their designee, who shall review the Owner's computation of cost and approve, in writing, the proposed initial maximum sales price. The documents establishing the Owner's cost must be approved by the Town Manager, or their designee, prior to any transfer of property. The guiding principal in determining initial sales price of any unit is that the Owner should be constructing and selling these units without exceeding the prescribed profit. In no event should the requirements of this section be read to require the Owner to achieve less than a 3% profit in connection with the sale of Deed Restricted Property. The Town Manager, based on the review of Owner's cost, may deviate from the 80% AMI restriction if the cost plus 3% profit exceeds affordability for 80% or less income level.

h. This plat note and deed restrictions shall survive any foreclosure on Lots 8 and 22.

i. Resale Cap.

1. The maximum resale price of these Deed Restricted Properties is limited to an annual price appreciation cap of 3% of the initial gross purchase price. All resale pricing is subject to the review and approval of the Town of Ridgway Town Manager, or their designee, for the sole purpose of ensuring the resale price is in compliance with this plat note and plat restrictions.

2. If an owner of a Deed Restricted Property makes any capital improvements requiring a building permit to the property during their term of ownership, the cost of those capital improvements, as indicated on the building permit, may be added to the gross purchase price of the property for the purpose of computing the annual price appreciation cap created herein. Any costs of capital improvements to be added to the gross purchase price of the property, including but not limited to upgrades during construction, shall require the prior, written approval of the Town.

j. The seller of the Deed Restricted Property is responsible for ensuring compliance with these plat restrictions and agrees to consult with the Town of Ridgway Town Manager, or their designee, regarding any potentially qualified buyer(s) and the maximum sale and resale price under these plat restrictions and requirements.

k. The Deed Restricted Properties shall be, and remain, owner occupied. The Deed Restricted Properties shall be and remain, the only housing unit that the owner owns while they reside in the unit. Long-term and short-term rental of these units is prohibited.

l. The Town hereby waives development excise tax RMC 3-4-1, et seq., on these Deed Restricted Properties.

m. The Town waives all "plan check fees" and building permit fees charged by the Town on these Deed Restricted Properties.

n. A Deed Restricted Property owner, subject to the above stated covenants, may apply to the Town Planning Commission for a waiver from the strict application of any one or more of these provisions. A waiver from the strict application of these provisions may be granted at the discretion of the Planning Commission and may only be granted if the applicant can establish that the following criteria are substantially met:

1. There are practical difficulties or unnecessary hardships caused to the individual lot owner if these provisions are strictly applied. Any such practical difficulty and/or unnecessary hardship must be of such a nature as to create an individually differentiated situation from any and all other owners' of units burdened by these regulations; and

2. The spirit of these provisions will be observed, the public health safety and welfare secured and substantial justice done by granting the waiver.

The burden shall be on the applicant to establish by a preponderance of the evidence that these criteria have been met. No waiver under this provision shall be granted with less than four (4) concurring votes of the Planning Commission.

o. Owner agrees to construct at least one of the dwelling units on these Deed Restricted Properties in the Phase 1 of the development plan and the 2nd unit in phase 2 of the development plan.

p. Developer agrees to perpetually discount any Owner Association fee by 50% for the Deed Restricted Properties.

6. This subdivision and Plat are further subject to a Ridgway Land Co. Subdivision Plat found at Reception #147701, Ouray County, and filed on October 9, 1990, and to Ridgway Land Co. Declarations found at Reception #147105, Ouray County on July 24, 1990. Prior easements from this Plat are shown hereon.

7. All outdoor lighting fixtures shall comply with Town of Ridgway regulations.

8. The Townhome Units. Lots 8-9, 22-23 (the 2 Townhome Units) have shared elements, such as exterior walls, roof, and foundation. The Townhome Units will not share a interior common wall, but will be built with an interstitial space between.

a. Responsibility for maintenance of the shared elements of each Townhome will be the individual and several responsibility of the Units Owners of the Townhome. ← This sentence doesn't make sense.

b. The Townhome Units depicted on this plat shall have uniform exterior appearance. Future improvements, modifications and repair to the units' exteriors shall be done in accordance with any applicable covenants and regulations of the HOA, and performed in such a manner as to ensure uniformity and compatibility of the exterior of the units.

9. The Owners of Lots 1 to 23 shall be jointly and severally liable for the maintenance of all General and Limited Common Elements, including, but not limited to the following:

The Common Building
The parking lot and access driveway
The pathways
The storage units
Outdoor lighting in Common Elements
The fences located in Common Elements
Landscaping and weed control in the Common Elements
Operation and maintenance of the irrigation system
Greenbelt, as per prior agreements, plat maps and covenants
Operation and maintenance of the storm water system, including area between units, French drains, retaining walls, pond, etc.
Removal & Replacement of any physical features IE: Path Lighting, Sidewalks, Landscape and Fencing, if the Town of Ridgway or other providers need access through easements for maintenance or repairs to their infrastructure located within

As between the HOA and Unit Owners, these duties shall be as set forth in the Declarations. This provision shall run with the land in the Vista Park Commons subdivision, and shall be a benefit and a burden to the owners of all lots final platted thereon, and shall be applicable to said owners, their successors, heirs, and assigns, and all parties claiming by through or under them.

In the event that said maintenance, removal & replacement are 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. In the event of removal & replacement of physical features needed for the Town to access Town infrastructure, such removal shall occur in the time frame provided by the Town for the maintenance or repair. If the removal is not completed in the time frame provided by the Town, the Town assumes no responsibility or liability for any damage caused to the physical features and related subsurface improvements. These obligations shall run with the land and be binding upon all successors in interest to the said lot(s).

10. Drainage Easements - Non-public Easement - The drainage easement(s) shown hereon shall be maintained by the owners of all lots encumbered by the easement, jointly and severally in a manner that preserves the grade as originally established and so as to not impede the free flow of water, including but not limited to the planting or encroachment of trees and shrubs and other impeding vegetation, so as not to impede the free flow of water or cause erosion in any way. The Town is not responsible or liable in any manner for the maintenance, repair, or operation of any pipelines, ditches or improvements as located within said easements. Upon failure to properly maintain the drainage easement(s) shown hereon, or in the need to abate a nuisance or public hazard, the Town may cause the maintenance or repair to be performed and assess the costs thereof to such owners, and may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner. The Town is granted a perpetual blanket right of ingress and egress from and over anywhere on the Property for any such maintenance or repair of the drainage system.

11. Irrigation System - An irrigation system will be built for the area designated as the General Common Element. Said irrigation system shall be owned and maintained by the HOA and shall not be impeded or altered in any way so as to impact the delivery of water, unless otherwise determined by the HOA according to the Declaration and the HOA Bylaws. The Town is not responsible or liable in any manner for the maintenance, repair, or operation of any irrigation pipelines, improvements or ditches as located within said easements. Upon failure to properly maintain the irrigation system, or in the need to abate a nuisance or public hazard, the Town may cause the maintenance or repair to be performed and assess the costs thereof to the HOA, and may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner. The Town is granted a perpetual blanket right of ingress and egress from and over anywhere on the Property for any such maintenance or repair of the Irrigation System.

12. Soils throughout the Ridgway area have been found to have the potential to swell, consolidate and cave. All owners, contractors, and engineers are required to investigate soil, groundwater, and drainage conditions on a particular lot prior to design and construction. On April 25, 2017, Lambert and Associates of Montrose and Grand Junction, Colorado issued a Geotechnical Engineering Study discussing soil characteristics in the "Ridgway Village Housing Development" now known as "Vista Park Commons," 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 and groundwater conditions present in this subdivision.

13. NO FURTHER SUBDIVISION. There shall be no further subdivision of any Lot, Common Element or Common Space Tract.

14. Town of Ridgway Benchmark, K-19 a 3 1/4" brass cap set in concrete stamped "K-19 6987.73" 1928" elevation 6987.73.

15. Units Statement: The Linear Unit used on this plat is U.S. Survey Feet.

LIENHOLDER'S CERTIFICATES

The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County records at Reception No. 230809, hereby joins in this subdivision, any applicable subdivision improvements agreement, and the dedication of easements, property and streets as shown hereon.

By _____
Carl Darnell

STATE OF COLORADO }
COUNTY OF OURAY } ss.

The foregoing Certificate was acknowledged before me this ____ day of _____, 202__, by Carl Darnell.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County records at Reception No. 228531, hereby joins in this subdivision, any applicable subdivision improvements agreement, and the dedication of easements, property and streets as shown hereon.

By _____
Jack Rajca

STATE OF COLORADO }
COUNTY OF OURAY } ss.

The foregoing Certificate was acknowledged before me this ____ day of _____, 202__, by Jack Rajca.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County records at Reception No. 230842, hereby joins in this subdivision, any applicable subdivision improvements agreement, and the dedication of easements, property and streets as shown hereon.

By _____
Joan M. Erchen

STATE OF COLORADO }
COUNTY OF OURAY } ss.

The foregoing Certificate was acknowledged before me this ____ day of _____, 202__, by Joan M. Erchen.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County records at Reception No. 231787, hereby joins in this subdivision, any applicable subdivision improvements agreement, and the dedication of easements, property and streets as shown hereon.

By _____
_____ as _____ of Glasshouse Consulting Inc.

STATE OF COLORADO }
COUNTY OF OURAY } ss.

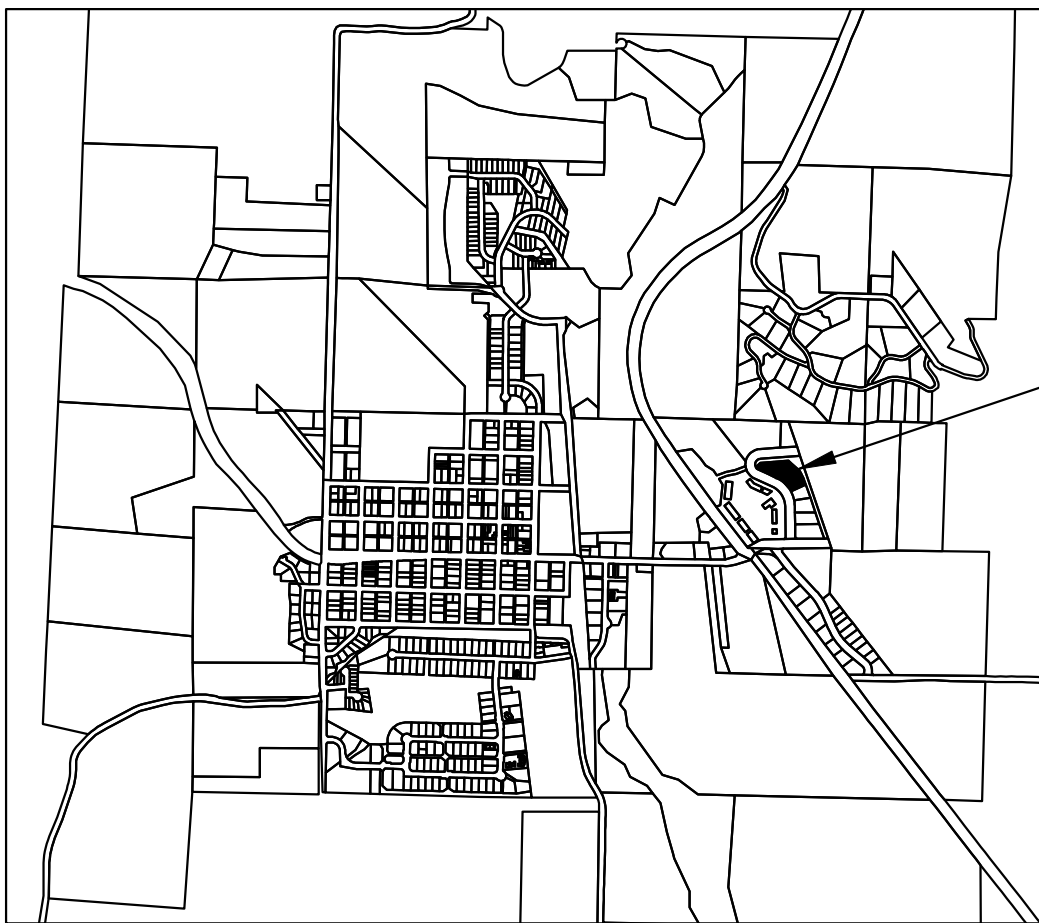
The foregoing Certificate was acknowledged before me this ____ day of _____, 202__, by _____, of Glasshouse Consulting Inc.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

Vista Park Commons
Vicinity Map
(Not to Scale)



Project Location

PAGE INDEX:

Page 1 Certificates and Notes
Page 2 Certificates, Notes, Lot Line Vacation and Topographic Information
Page 3 and 4 Units Boundary and Easements, Building Setbacks, Parking Area and Storage Areas

The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County records at Reception No. 230103, hereby joins in this subdivision, any applicable subdivision improvements agreement, and the dedication of easements, property and streets as shown hereon.

By _____
Doreen Larisch Barefoot

STATE OF COLORADO }
COUNTY OF OURAY } ss.

The foregoing Certificate was acknowledged before me this ____ day of _____, 202__, by Doreen Larisch Barefoot.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County records at Reception No. 231956, hereby joins in this subdivision, any applicable subdivision improvements agreement, and the dedication of easements, property and streets as shown hereon.

By _____
_____ as _____ of Chipeta Sun Lodge LLLP.

STATE OF COLORADO }
COUNTY OF OURAY } ss.

The foregoing Certificate was acknowledged before me this ____ day of _____, 202__, by _____, of Chipeta Sun Lodge LLLP.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

NOTICE:

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

RECORDER'S CERTIFICATE:


This plat was filed for record in the office of Clerk and Recorder of Ouray County at _____M. on the ____ day of _____, 202__, under

Reception No. _____

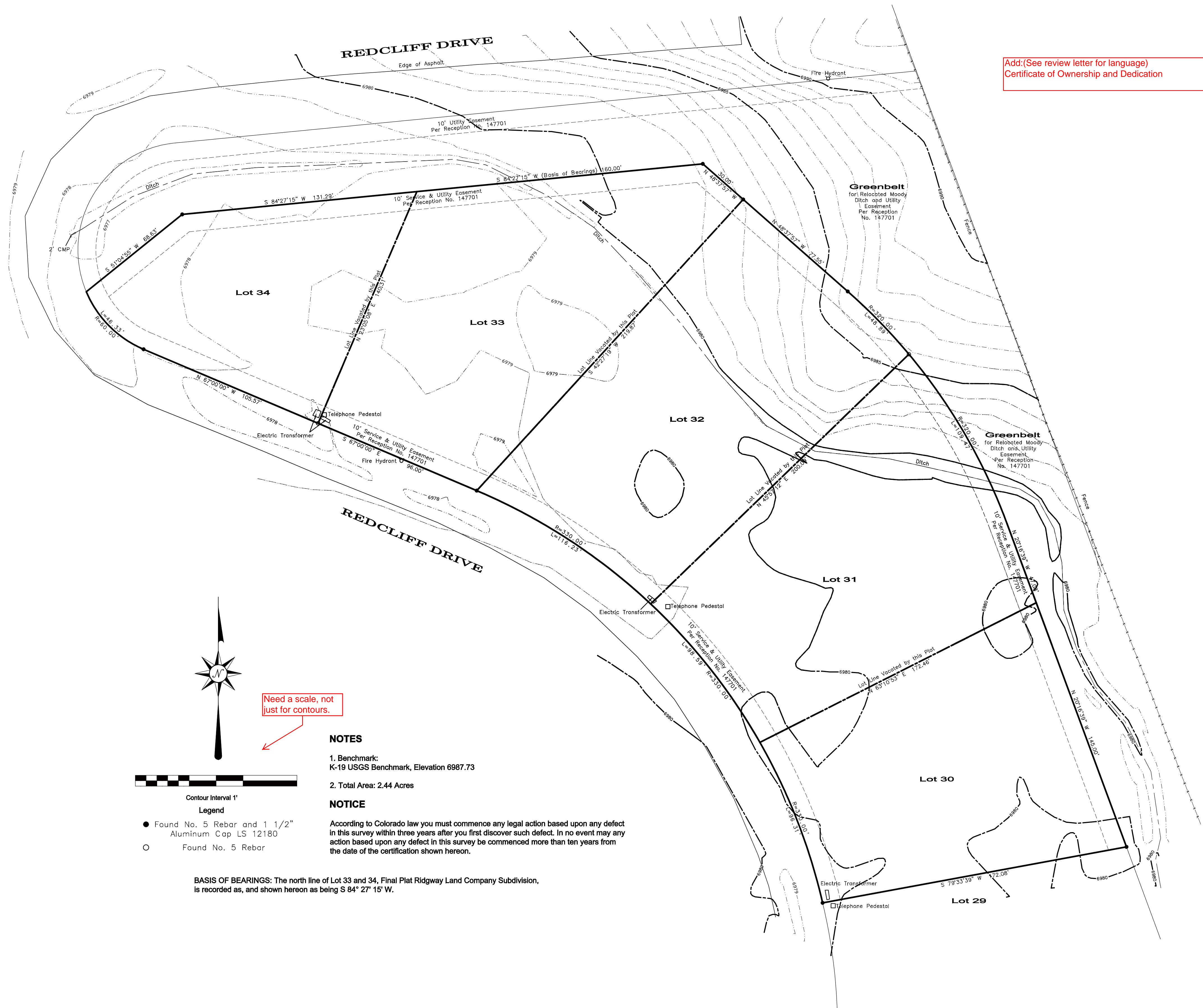
By _____
Michelle Nauer, Ouray County Clerk and Recorder

Deputy

PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 5/31/17	REVISIONS	DATE	DESCRIPTION	BY
	1			
	2			
	3			
	4			
	5			

	OFFICE (970) 249-5349 - FAX (970) 626-6261 CELL (970) 729-1289 23414 UNCOMPAHGRE ROAD - MONTROSE, COLORADO 81403 WWW.ORIONSURVEYING.COM		
	DRAWING PATH: Preliminary Plat 5-17	SHEET No. 1 OF 4	PROJECT: 17025

Vista Park Commons - P.U.D.
Replat of Lots 30-34, Ridgway Land Company Subdivision
Located in the South 1/2 of the North 1/2, Section 16, Township 45 North, Range 8 West, NMPM,
Town of Ridgway, County of Ouray, State of Colorado
Lot Line Vacation and Topographic Information



Need a scale, not just for contours.

North Arrow

Contour Interval 1'

Legend

- Found No. 5 Rebar and 1 1/2" Aluminum Cap LS 12180
- Found No. 5 Rebar

NOTES

1. Benchmark:
K-19 USGS Benchmark, Elevation 6987.73

2. Total Area: 2.44 Acres

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

BASIS OF BEARINGS: The north line of Lot 33 and 34, Final Plat Ridgway Land Company Subdivision, is recorded as, and shown hereon as being S 84° 27' 15" W.

Add:(See review letter for language)
Certificate of Ownership and Dedication

ENGINEER'S CERTIFICATE:

I, _____, a Registered Engineer in the State of Colorado, do certify that the streets, curb gutter & sidewalk, sanitary sewer system, the water distribution system, fire protection system and the storm drainage system for this subdivision are properly designed, meet the Town of Ridgway specifications, and are adequate to serve the Subdivision shown hereon.

Date: _____

Engineer _____ XXXXXXXX

CERTIFICATE OF IMPROVEMENT 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: _____ Preston Neill - Town Manager

ADJOINING OWNER OF PROPERTY AFFECTED BY THIS PLAT:

Ridgway USA Association, a Colorado Non-Profit Corporation, being owner of property affected by this plat including relocation of the ditch and changes to the adjoining greenbelt area. Approve of these changes.

Dated _____ day of _____, 202__.

Signed: _____

By: _____ as _____ of Ridgway USA Association, A Colorado Non-Profit Corporation

SURVEYOR'S CERTIFICATE:

I, Peter C. Sauer, being a Registered Land Surveyor in the State of Colorado do hereby certify that this map and survey of Vista Commons Plat (Map)(I) was prepared under my direct supervision, responsibility and checking; (i) is true and accurate to the best of my knowledge and belief; (ii) is clear and legible; (iv) contains all the information required by C.R.S 38-33.3-209; and, (v) that all monuments and markers were set as required by Articles 50 and 51 of Title 38 C.R.S. and conforms to all requirements of the Colorado revised Statutes, and all applicable Town of Ridgway regulations.

Dated _____ day of _____, 202__.

Peter C Sauer
License No. 38135

ATTORNEY'S CERTIFICATE:

I, _____, an attorney at law duly licensed to practice before the courts of record of the State 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:

Dated this _____ day of _____, 202__.

_____, Attorney at Law

PLANNING COMMISSION:

Approved by the Ridgway Town Planning Commission this _____ day of _____, 202__, as certified by Doug Canright, Chairman.

Date: _____ Doug Canright - Chair

TOWN COUNCIL:

Approved by the Ridgway Town Council this _____ day of _____, 202__, as certified by John Clark, Mayor.

Date: _____ John Clark - Mayor

TOWN ATTORNEY'S CERTIFICATE:

Approved for recording this _____ day of _____, 202__.

Bo James Nerlin - Town Attorney

TREASURER'S CERTIFICATE:

I certify that as of the _____ day of _____, 202__ 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: _____ Jill Mihelich - Ouray County Treasurer

PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 5/31/17	REVISIONS	DATE	DESCRIPTION	BY
	1			
	2			
	3			
	4			
	5			

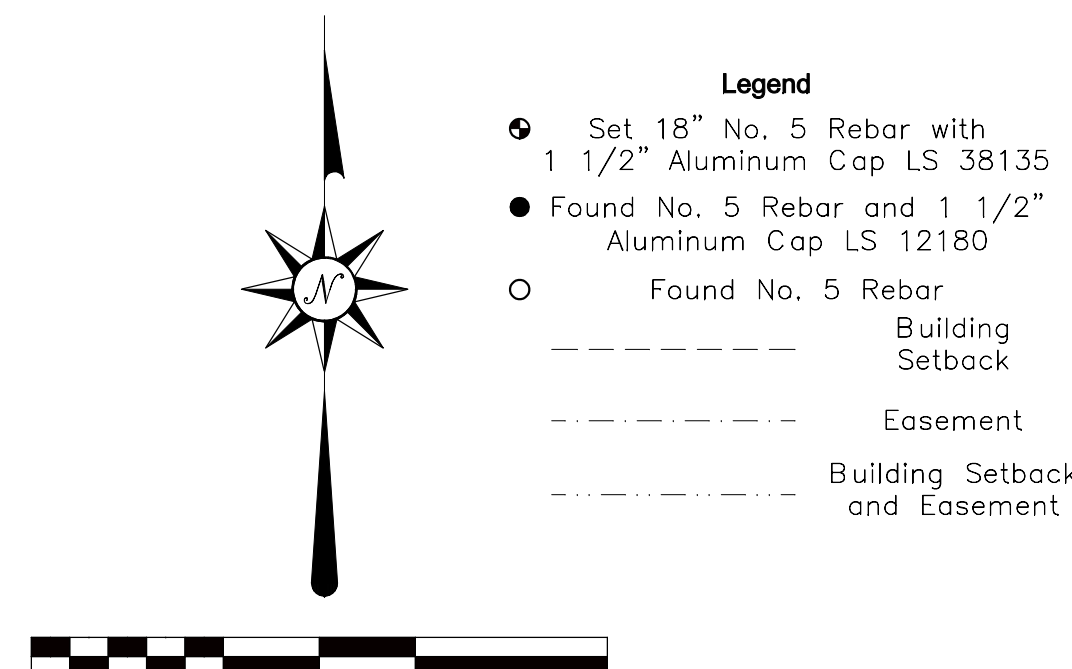
OFFICE (970) 249-5349 - FAX (970) 626-6261
CELL (970) 729-1289
23414 UNCOMPAHGRE ROAD - MONTROSE, COLORADO 81403
WWW.ORIONSURVEYING.COM

DRAWING PATH: Preliminary Plat 9-19

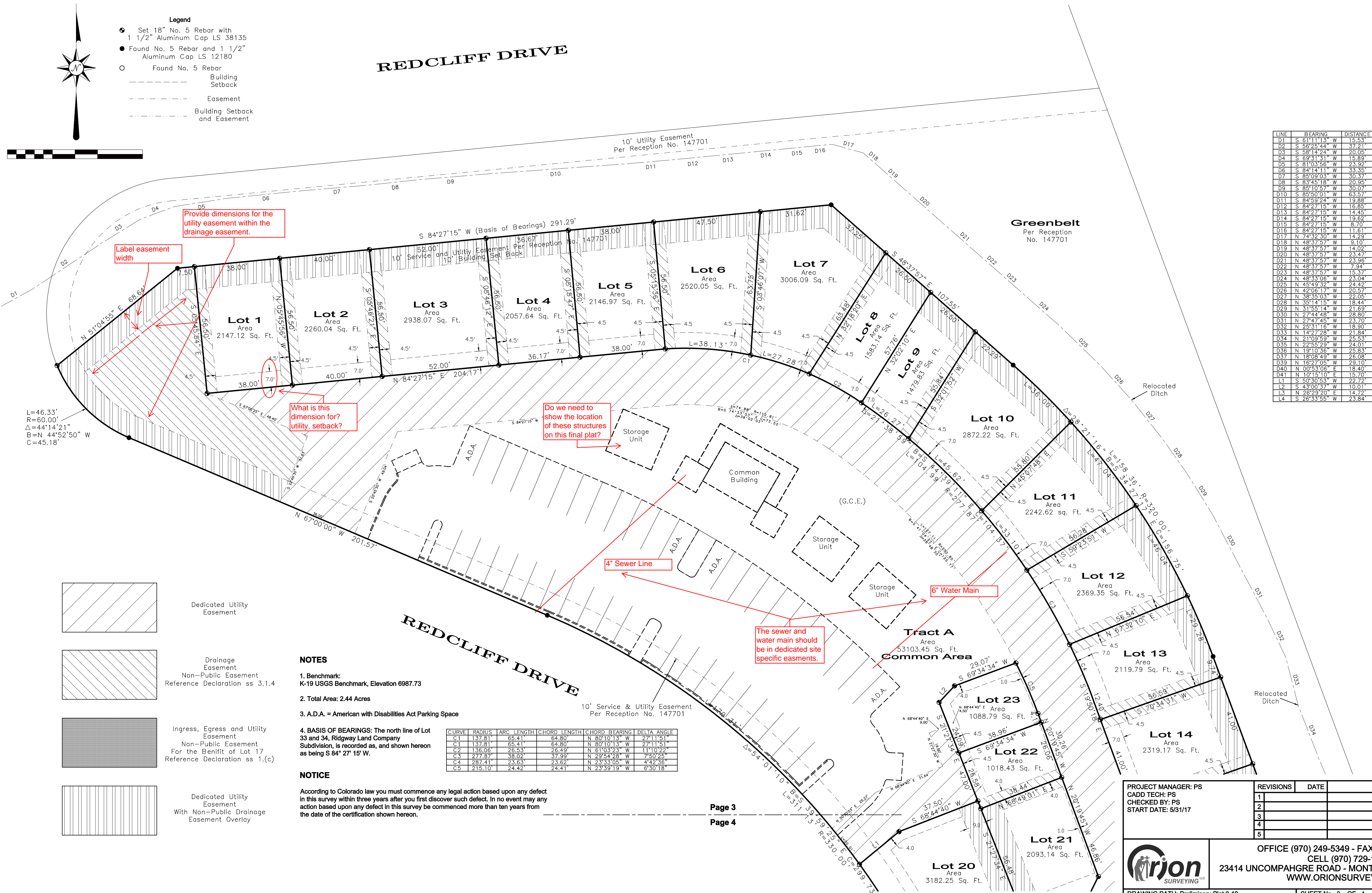
SHEET No. 2 OF 4

PROJECT: 17025

Vista Park Commons - P.U.D.
Replat of Lots 30-34, Ridgway Land Company Subdivision
Located in the South 1/2 of the North 1/2, Section 16, Township 45 North, Range 8 West, NMPM,
Town of Ridgway, County of Ouray, State of Colorado



- Legend**
- Set 18" No. 5 Rebar with 1 1/2" Aluminum Cap LS 38135
 - Found No. 5 Rebar and 1 1/2" Aluminum Cap LS 12180
 - Found No. 5 Rebar
 - Building Setback
 - Easement
 - Building Setback and Easement



LINE	BEARING	DISTANCE
D1	S 61°11'13" W	15.53'
D2	S 56°25'44" W	37.21'
D3	S 58°14'24" W	20.05'
D4	S 89°11'51" W	15.89'
D5	S 81°03'56" W	23.92'
D6	S 84°14'11" W	33.35'
D7	S 85°09'03" W	39.37'
D8	S 83°45'18" W	20.95'
D9	S 85°10'57" W	30.07'
D10	S 85°50'01" W	63.57'
D11	S 84°59'04" W	19.89'
D12	S 84°27'15" W	16.85'
D13	S 84°27'15" W	14.45'
D14	S 84°27'15" W	19.62'
D15	S 84°27'15" W	8.70'
D16	S 84°27'15" W	11.61'
D17	N 74°32'30" W	14.23'
D18	N 48°37'57" W	9.10'
D19	N 48°37'57" W	14.02'
D20	N 48°37'57" W	23.47'
D21	N 48°37'57" W	23.36'
D22	N 48°37'57" W	7.94'
D23	N 48°37'57" W	15.37'
D24	N 48°33'06" W	23.04'
D25	N 45°49'32" W	24.42'
D26	N 42°06'17" W	20.57'
D27	N 38°55'03" W	22.05'
D28	N 35°14'15" W	18.44'
D29	N 31°55'14" W	21.69'
D30	N 27°44'48" W	28.80'
D31	N 27°47'45" W	23.70'
D32	N 25°31'16" W	18.90'
D33	N 14°27'28" W	21.84'
D34	N 21°09'59" W	25.53'
D35	N 22°55'29" W	24.01'
D36	N 19°10'36" W	25.83'
D37	N 18°08'49" W	26.08'
D38	N 16°37'05" W	29.10'
D39	N 00°53'06" E	18.40'
D40	N 10°15'10" E	15.76'
D41	S 59°30'53" W	22.72'
D42	S 43°00'57" W	10.01'
D43	N 26°29'20" E	14.72'
D44	S 26°33'55" W	23.84'

- NOTES**
- Benchmark: K-19 USGS Benchmark, Elevation 6987.73
 - Total Area: 2.44 Acres
 - A.D.A. = American with Disabilities Act Parking Space
 - BASIS OF BEARINGS: The north line of Lot 33 and 34, Ridgway Land Company Subdivision, is recorded as, and shown hereon as being S 84° 27' 15" W.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	137.81'	65.41'	64.80'	N 80°10'13" W	27°11'51"
C2	137.81'	65.41'	64.80'	N 80°10'13" W	27°11'51"
C3	139.09'	26.53'	26.49'	N 61°03'23" W	11°10'22"
C4	277.87'	38.02'	37.99'	N 29°54'28" W	7°50'25"
C5	287.41'	23.63'	23.62'	N 23°33'05" W	4°42'36"
C6	215.10'	24.42'	24.41'	N 23°39'19" W	6°30'18"

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

- Dedicated Utility Easement
- Drainage Easement Non-Public Easement Reference Declaration ss 3.1.4
- Ingress, Egress and Utility Easement Non-Public Easement For the Benefit of Lot 17 Reference Declaration ss 1.(c)
- Dedicated Utility Easement With Non-Public Drainage Easement Overlay

PROJECT MANAGER: PS
CADD TECH: PS
CHECKED BY: PS
START DATE: 5/31/17

REVISIONS	DATE	DESCRIPTION	BY
1			
2			
3			
4			
5			

Orion
SURVEYING

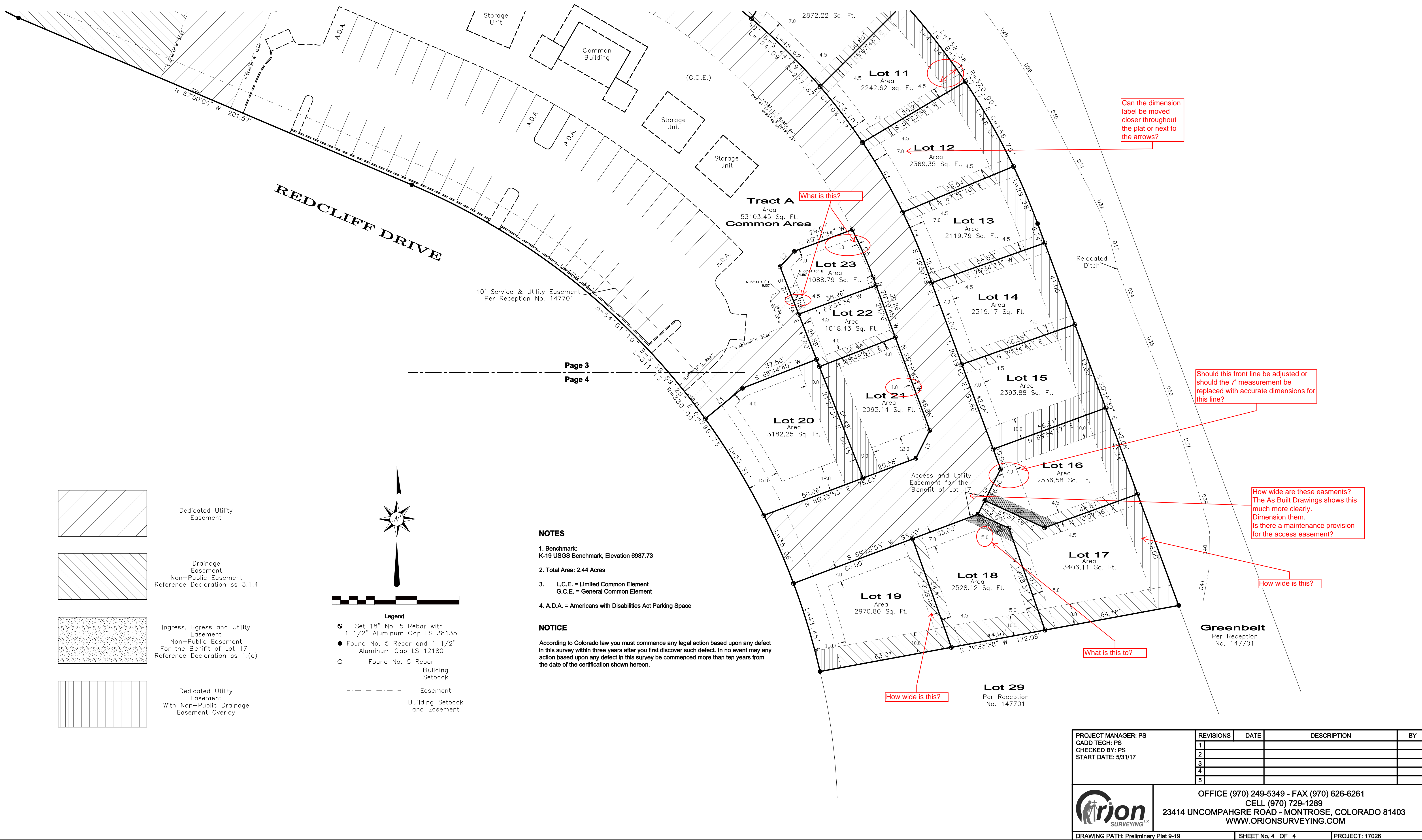
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23414 UNCOMPAHGRE ROAD - MONTROSE, COLORADO 81403
WWW.ORIONSURVEYING.COM

DRAWING PATH: Preliminary Plat 9-19

SHEET No. 3 OF 4

PROJECT: 17025

Vista Park Commons - P.U.D.
Replat of Lots 30-34, Ridgway Land Company Subdivision
Located in the South 1/2 of the North 1/2, Section 16, Township 45 North, Range 8 West, NMPM,
Town of Ridgway, County of Ouray, State of Colorado



SUBDIVISION IMPROVEMENTS AGREEMENT

This Subdivision Improvements Agreement (**Agreement**) is entered into as of the date of mutual execution (Effective Date) hereof by the Parties by and between **VISTA PARK DEVELOPMENT, LLC**, a Colorado limited liability company, (**Developer**) and the **TOWN OF RIDGWAY, COLORADO (Town)** (together, the **Parties**) pursuant to the subdivision regulations of the Town.

RECITALS:

The Developer seeks approval of a subdivision the real property described on Exhibit A for a subdivision known as **VISTA PARK COMMONS SUBDIVISION (Development)**. The subdivision has been reviewed and approved by the Town.

The Town seeks to (1) protect the health, safety and general welfare of the community, (2) ensure compliance with the Town's subdivision regulations by requiring the completion of various improvements to the Property, (3) limit and mitigate the potentially harmful effects of substandard development, and (4) protect the Town from the costs of completing necessary improvements supporting the Development.

The mutual promises, covenants, and obligations set forth in this Agreement are authorized by state law, the Colorado Constitution, and the Town's land development ordinances and regulations.

NOW THEREFORE, in consideration of the Developer's receiving subdivision and development approval from the Town for the Development, the Parties agree and covenant as follows:

1. Improvements. The Developer shall design, construct and install, at its own expense, those improvements listed and described on Exhibit B (**Improvements**) in accordance with the approved preliminary and final plats and in accordance with the applicable design and construction standards of the Town's applicable regulations.

a. **Commencement, Completion and Abandonment.** The Developer shall commence work on the Improvements within thirty (30) days of the Effective Date of this Agreement (**Commencement Date**). The Developer shall complete the Improvements by the end of the twelfth month from the Effective Date of this Agreement (**Completion Date**). The Completion Date may be extended upon the written request of the Developer if the Town determines that there is good cause for such extension; such extension shall be in writing executed by the Town. The Developer shall not cease construction for any period of more than ninety (90) consecutive days; if construction is ceased for more than 60 consecutive days, the Town may deem the Development abandoned (**Abandonment**).

b. **Compliance with Law.** The Developer shall comply with applicable federal, state, and local laws, ordinances and regulations in constructing the Improvements.

Commented [TD1]: Is this necessary since the improvements have already commenced?

Commented [SB2]: The first says 90, but the second time reference is 60. This doesn't make sense.

2. **Security.** As security to guarantee the construction of the Improvements, Developer shall deliver to the Town a letter of credit in the amount of the estimated cost of the Improvements in the form of Exhibit C. The cost estimate is provided in Exhibit B.

a. **Release of Security; Reduction of Security.** The Town will release its interest in the Security upon issuance of a Certificate of Completion for the Improvements. The Town may affect a partial release or a partial draw of the Security based upon partial completion of the Improvements or limited defects or repairs. The Town shall expressly release the Security and/or contract obligations if it accepts new security from any developer or lender who subsequently acquires the Property.

b. **Use of Proceeds.** The Security funds shall be used by the Town only to complete the Improvements or to correct failed or defective Improvements and for no other purpose. Funds that are called or drawn by the Town and not used to complete or repair Improvements in accordance with this Agreement within twenty-four months of said draw or call shall be paid to the Developer or returned to the issuer of the Letter of Credit, at Developer's election.

c. **Call or Draw of Security Funds – Default of Developer.** The Town may call or draw upon the Security only in the event of Developer default under this Agreement. The following shall constitute a default by the Developer:

- (1) Developer's failure to complete all of the Improvements on or before the Completion Date, as duly extended;
- (2) Developer's failure to take reasonable actions to correct defective construction of Improvements within the applicable warranty period;
- (3) Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy by or of the Developer;
- (4) Notification to the Town by any lender with a lien on the Property of a default by the Developer on any obligation to such lender;
- (5) With regard to the Property or any partition thereof, initiation of any foreclosure action regarding any lien, encumbrance, or mechanics lien, or any assignment or conveyance of the Property in lieu of foreclosure;
- (6) Notification to the Town by the bank issuing the Security that it will not renew the Security during a time when security is still required hereunder and no substitute collateral or other security has been provided by the Developer.

Upon default the Town may draw on or proceed to collect the Security up to the full face amount thereof. The Town may complete Improvements itself or may contract

with a third party for completion. The Developer grants to the Town and/or its contractor(s) a non-exclusive right to enter the Property for the limited purpose of constructing, reconstructing, repairing, maintaining, and inspecting Improvements.

3. **Inspection.** The Town will inspect the Improvements to determine compliance with the Town's subdivision and development regulations. When the Town has determined that the Improvements have been properly completed, the Town shall certify such in writing (**Certificate of Completion**), and with respect to public improvements, shall issue in writing an acceptance of such public improvements (**Acceptance**), and shall release the security for the Improvements. The Developer's obligation to complete the Improvements is and shall be independent of any obligations of the Town set forth herein.

a. **Notice of Defect.** The Town shall provide timely written notice to Developer if a Town inspection reveals any defect or failure to conform to Town standards in whole or in part. The Developer shall provide timely written notice to the Town when the Developer or its professional consultant(s) has knowledge that an Improvement does not conform with Town standards or is otherwise defective in whole or in part. The Developer shall correct all non-conforming construction and/or defects within forty-five (45) days of such notice.

b. **Liens and Encumbrances.** Prior to Acceptance, the Developer shall document that the Developer owns the Improvements in fee simple and that there are no liens or encumbrances on the Improvements other than those that are accepted in writing by the Town.

c. **As-Built Drawings.** Prior to Acceptance, Developer shall furnish to the Town as-built drawings in appropriate electronic forms and paper copies, stamped and sealed by a professional engineer and copies of results of all construction control tests required by the Town.

c. **Acceptance of Improvements.** Once accepted by the Town in writing, the Developer shall not have any further responsibility or liability with respect to any public improvement, except for the Developer's obligations to repair defective improvements during the one-year warranty period as set forth below. Issuance of Certificate of Completion or of written Acceptance by the Town shall constitute prima facie evidence that Developer has complied with the requirements of this Agreement with respect to such public improvement(s); however Acceptance by the Town does not constitute a waiver by the Town of any right it may have under this Agreement to demand correction of a defect in or failure of Improvements detected or accruing after Acceptance.

4. **One Year Warranty/Guarantee.** For a period of one year from issuance of the Certificate of Completion by the Town, Developer shall correct and repair any defect in any

Commented [TD3]: Is there reference to requirement for developer to maintain improvements for the first year?

Commented [TD4]: The Town has historically left the first year after completion to the developer to maintain. We typically don't have customers for a year and don't have a need to be taking care of infrastructure. Not sure where this paragraph comes from.

Improvement due to materials or workmanship and shall take such steps and incur such costs as may be needed so that the Improvements or any repair or replacement thereof shall comply with the applicable standards and requirements of the Town during said one year period. The Town shall release this Agreement after the warranty period, as may be extended by repair or alteration work or by litigation, has expired. The Town shall record a release of this Agreement in the official land records of Ouray County.

5. **Covenant Running with the Land.** This Agreement shall be binding upon the heirs, successors and assigns of the Developer and shall constitute a covenant running with the land upon recording of a Recording Memorandum referencing this Agreement in the form of Exhibit D.

6. **Assignment.** This Agreement and the Developer's obligations hereunder shall not be assigned by Developer without the express written consent of the Town; however this provision shall not prevent the enforcement of this Agreement as against any successor, heir, or assign of Developer in accordance with paragraph 5. The Town may assign the proceeds of the Security to another developer or lender that has acquired the Property, and such developer or lender shall then have the same rights of completion as the Town hereunder if and only if the subsequent developer or lender agrees in writing to complete or correct the Improvements and provides to the Town reasonable security for that obligation.

7. **No Third Party Beneficiary.** This Agreement is not executed for the benefit of materialmen, laborers or others providing work, services or material to the Developer and/or the Property or for the benefit of the owner(s), purchaser(s) or user(s) of the Property. No person or entity who or which is not a party to this Agreement shall have any right of action under or be a beneficiary of this Agreement. There shall be no third party beneficiaries of this Agreement.

8. **Remedies and Damages.** Breach of this Agreement by the Developer shall entitle the Town to recover damages from Developer; the measure of damages for breach of this Agreement shall be the reasonable cost of satisfactorily completing the Improvements plus reasonably related expenses incurred by the Town in completion of such Improvements. The costs of the Improvements shown on Exhibit B shall be prima facie evidence of such costs of completion. The remedies of the Town under this Agreement are cumulative in nature and are in addition to any other remedies the Town has at law or in equity.

9. **No Agency or Joint Venture.** The Town and the Developer are not partners, joint venturers, nor agents or employees of one another.

10. **Amendment or Modification.** The parties to this Agreement may amend or modify this Agreement only by written instrument executed by the Parties.

Commented [TD5]: This is concerning especially with the current inflation rates. The developer is need to be responsible for any costs the town may incur to finish work. If when the town goes to finish the work, deficient work is found, it will cost more than the security and that does not get paid for by the Town.

11. **Attorneys Fees and Costs.** Should either party be required to resort to litigation to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees and expert witness fees from the opposing party.

12. **Severability.** If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other party, term or provision. The rights of the parties shall be construed as if the part, term or provision was never part of the Agreement.

13. **Computation of Time.** For the purpose of computing an abandonment period, completion date, or other date hereunder, times of war, civil disasters, or acts of God, or other extraordinary circumstances outside the control of a Party shall not be counted if such prevents or prevented the Developer or the Town from performing obligations under this Agreement. The Party asserting such excuse from performance must notify the other Party in writing of such **assertion**.

Commented [TD6]: Within xx months/years?

14. **Immunity.** Nothing in this Agreement constitutes a waiver of the Town's sovereign or governmental immunity under statutory or common law.

15. **Jurisdiction and Venue.** Personal jurisdiction and venue for any action commenced by either party relating to or arising out of this Agreement shall be deemed to be proper only in Ouray County, Colorado. The Parties expressly waive the right to bring such action in or to remove such action to any other court whether state or federal. Actions to enforce this Agreement shall be to the court sitting without a jury.

16. **Authority.** The Parties warrant, covenant, and represent that the person signing this Agreement as the full authority of the Party to bind the Party with respect to each and every matter contemplated by or addressed in this Agreement.

17. **Notices.** Any notice required or permitted under this Agreement shall be deemed effective two calendar days after deposit with the United States Postal Service, first class postage prepaid, and addressed to the Parties as follows:

TO DEVELOPER: Vista Park Development LLC
801 Chipeta Drive
Ridgway, Colorado 81432

TO THE TOWN: Town of Ridgway
P.O. Box 10 / 201 N. Railroad St.
Ridgway, Colorado 81432

Executed by the Parties as of the date shown below:

TOWN:

*Town of Ridgway
Review Redlines
July 18, 2022*

By: _____ Date: _____

Printed Name: _____ Title: _____

DEVELOPER:

By: _____ Date: _____

Printed Name: _____ Title: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Lots 30-34, inclusive, of the Ridgway USA Development by the Ridgway Land Company, according to the recorded plat filed October 9, 1990 at Reception No 147701, Town of Ridgway, County of Ouray, State of Colorado.

Commented [TD7]: Replat of Lots 30-34, Ridgway Land Company Subdivision located in the south ½ of the north ½ of Section 16, Township 45 North, Range 8 West, NPM, Town of Ridgway, County of Ouray, State of Colorado

Commented [TD8]: The legal description above doesn't match that of the plat. The Final Plat (Replat) for this subdivision has not been recorded yet. Below is the title from the submitted final plat

EXHIBIT B

SUBDIVISION IMPROVEMENTS AND COST ESTIMATE

April 15th, 2022

Vista Park Commons - Subdivision Improvements Agreement Budget Outline					
Estimated Town Infrastructure Items to be Secured by Irrevocable Letter of Credit					
Infrastructure Costs		Unit	Quant	Per Unit	Total
100	Site Prep & Construction Safety Fencing				
	Complete				
110	Site Grading				
	Complete				
	Joint Seal & Conc Repairs at Moody Ditch Realignment (Not Complete)				
	Total				\$12,000
120	Street Frontage Grading / Sidewalk / Curb & Gutter				
	Sub Grade Prep 12" @ 95% Compaction for Street Parking & Sidewalk				
	(Sub Grade = 560 lf. X 18' wide = 10,080 sf / 9 = 1,120 SqYds)	SY	1120	\$5	\$5,600
	(12" Aggregate Base Coarse, Crushed, @ 95% Compaction)	SY	1120	\$14	\$15,680
	Concrete Curb / Gutter Installation along Street Frontage				
	Std Curb Gutter - 510 lf	LF	510	\$35	\$17,850
	Two Drive Approaches V-Pan	LF	50	\$70	\$3,500
	Sidewalk - 510 lf x 6' Width = 3,060 SF x 0.5 = 1530 cf / 27 = 57 cy	CY	57	\$650	\$37,050
	Drain Inlet, Drain under Sidewalk, Culvert to Headwall at North End	LS			\$3,500
	2" Asphalt - Roadway Off-Site Parking				
	(2" Asphalt = 560 lf x 10' Wide = 5,600 sf / 9 = 622 SqYds)	SY	622	\$30	\$18,660
	Asphalt Patching @ Water / Sewer Cuts	LS			\$6,500
	Pavement Marking	LS			\$5,500
	Barrier & Traffic Control Budget	LS			\$4,500
	Total				\$118,340
130	8" Sewer Main Construction				
	Complete				
140	6" Main Water Line Construction				
	Complete				
150	Electric Main Extension				
	Complete				
160	Gas Line Extension				
	Complete				
	Main Gas Line in Redcliff Drive is Complete... Houses are now "All Electric" with no Gas Service Loop needed thru Vista Park Commons... A single natural gas service to our Common Building will be tapped from existing main line in Redcliff Drive when Common Building is Built				
170	Parking Lot Improvements				
	Internal On-Site Improvements - To be Completed as Common Building and houses are being built				
	On-Site / Not Town Specific Infrastructure to be Included in Irrevocable Letter of Credit for Completion				
180	Storm Water Mitigation				
	Complete				
190	Common Area Walkways				
	Internal On-Site Sidewalks - To be build after Houses are complete				
	On-Site / Not Town Specific Infrastructure to be Included in Irrevocable Letter of Credit for Completion				
200	Split Rail Fencing				
	Internal On-Site Fencing - To be build after Houses are complete				
	On-Site / Not Town Specific Infrastructure to be Included in Irrevocable Letter of Credit for Completion				

1

Commented [TD9]: See additional comments on the cost estimate in the comment letter.

Commented [SB10]: Line 120 - Sidewalk is misspelled Is this "street base" as required prior to Final Plat/SIA? "drainage system as adequate to serve each lot" required outside of SIA. This has drain inlets, culverts, etc. Is it ok that they are not providing Gas service loop?

Town of Ridgway
Review Redlines
July 18, 2022

April 15th, 2022

Infrastructure Costs (Continued)		Unit	Quant	Per Unit	Total
210	Walkways Lighting				
	On-Site / Not Town Specific Infrastructure to be Included in Irrivocable Letter of Credit for Completion				
220	Common Area Landscape & Irrigation (Town Right-of-Way Specific)				
	Landscaping & Irrigation specifically for Road Right-of-Way Area's and Cut Slope Area at North & East Boundries				
				Total	\$22,000
230	Common Storage Buildings				
	On-Site / Not Town Specific Infrastructure to be Included in Irrivocable Letter of Credit for Completion				
240	Main Common Building - 28' x 20' = 560 sqft + 2 Sections 144 sf ea				
	On-Site / Not Town Specific Infrastructure to be Included in Irrivocable Letter of Credit for Completion				
250	Infrastructure - Administrative & General Costs				
	On-Site / Not Town Specific Infrastructure to be Included in Irrivocable Letter of Credit for Completion				
270	Land Planning / Infrastructure Plans / Architecturer & Engineering (Houses)				
	On-Site / Not Town Specific Infrastructure to be Included in Irrivocable Letter of Credit for Completion				
Total Estimated Infrastructure Budget for SIA (Letter Of Credit)					Total \$152,340

EXHIBIT C
LETTER OF CREDIT
(On Bank letterhead)

Town of Ridgway
c/o _____
[address]

Irrevocable Letter of Credit No. _____

ABA Number: _____

Dated: _____

Expiration: _____, subject to the automatic extensions stated below

Project Name: VISTA PARK COMMONS SUBDIVISION (Development)

Dear Sir/Madam:

We hereby establish our Irrevocable Letter of Credit, numbered as referenced above, in favor of the Town of Ridgway at the request of and for the account of Vista Park Development, LLC (Developer) in the amount of _____ U.S. dollars (\$_____).

This Letter of Credit is subject to the following terms and conditions:

1. It is effective upon signature;
2. It expires on the date set forth above subject to automatic extensions as provided below;
3. It is available by sight draft(s) drawn and marked "Drawn under _____ (bank name) Letter of Credit No. _____ dated (MM/DY/YR);
4. It is established for the use and benefit of the Town of Ridgway by reason of the Developer being obligated to pay or perform in accordance with the provisions of the Town's Zoning and Development Code and related regulations in relation to the Development referenced above;
5. It will be automatically extended for a period of six (6) months ~~from~~ from the present or any future expiration date unless (a) the underlying obligation has been performed, released or satisfied, (b) this Letter of Credit has been called in full, or (c) the Bank notifies the Town at the address above by certified mail return receipt requested at least ninety (90) days prior to such expiration date that we elect not to further extend this Letter of Credit;

Commented [SB11]: Should this be the "legal" name of the subdivision? Vista Park Commons/Ridgway land Company Subdivision, Lots 30-34 as replated?

Commented [SB12]: Should this be "Sight draft"? Please correct.

Commented [TD13]: This seems problematic. It seems if the town forgets to do something, the LOC could expire.

6. The following statement signed by an authorized designee of the Town of Ridgway must accompany the sight draft:

“Vista Park Development, LLC has failed to comply with the terms, conditions, provisions, and requirements of the Ridgway ~~Zoning and Development Municipal~~ Code and or the plans, specifications and agreements relating to the construction of Improvements required by the Town. The monies receive from this drawing are required to construct those Improvements. The Town therefore request the payment of \$ _____, the duly estimated cost of the required Improvements.”

7. Except as stated above no modification or revocation may be made by the undersigned to this Letter of Credit without the express written approval of the Town;
8. This Letter of Credit is neither negotiable nor assignable;
9. Partial drawings are permitted;
10. We hereby agree that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored on due presentation and delivery of documents, which may be done by first class mail, facsimile, in person or by any other reasonable business practice on or prior to the expiration or any extension thereof of this Letter of Credit;
11. Except as otherwise stated herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) and to the extent that it does not conflict with Article 5 of the Uniform Commercial Code of the State of Colorado.

Commented [TD14]: Unsure of word choice. Please correct.

Commented [TD15]: Is this the current version?

Signature

Printed Name:

Title: _____

EXHIBIT D

RECORDING MEMORANDUM

This memorandum relates to and confirms that certain Subdivision Improvements Agreement concerning land in Ouray County, Colorado and is by and between Vista Park Development, LLC (Developer) and the Town of Ridgway (Town) pertaining to Vista Park Commons Subdivision (Development), located within and upon the following described real property within the Town of Ridgway, County of Ouray, State of Colorado, more particularly described as follows:

Lots 30-34, inclusive, of the Ridgway USA Development by the Ridgway Land Company, according to the recorded plat filed October 9, 1990 at Reception No 147701, Town of Ridgway, County of Ouray, State of Colorado.

The Developer was required by law to install and construct certain public and private improvements pursuant to application Town regulations and the provisions of a Subdivision Improvements Agreement. The improvements are required to be construction in accordance with approvals by the Town pursuant to and in accordance with the Zoning and Development Code.

The Developer and the Town by and through the signatures of the undersigned have determined and agreed to the type, quality, and amount of improvements required by the approval of the Development by and through the Subdivision Improvements Agreement.

By virtue of this notice being recorded in the land records of the Ouray County Clerk and Recorder, subsequent owners and/or those that claim by, through or under the developer are on notice of the Developer's obligations under the Subdivision Improvements Agreement. The Subdivision Improvements Agreement may be inspected and/or copies at the Town of Ridgway.

DEVELOPER:

BY: _____ DATE: _____

Printed Name: _____ Title: _____

TOWN:

BY: _____ DATE: _____

Printed Name: _____ Title: _____

Commented [TD16]: Please explain why this exhibit is needed.

Commented [SB17]: Ensure consistent reference to project name. Should this be the "legal" name?

Commented [SB18]: Use correct legal description.

Vista Park Commons - P.U.D.

Replat of Lots 30-34, Ridgway Land Company Subdivision

Located in the South 1/2 of the North 1/2, Section 16, Township 45 North, Range 8 West, NMPM, Town of Ridgway, County of Ouray, State of Colorado

CERTIFICATE OF OWNERSHIP AND DEDICATION:

Know all persons by these presents: Vista Park Development, LLC, a Colorado limited liability company ("Owner"), being the owner of the land described as follows:

Lots 30-34 of the Final Plat Ridgway Land Company Subdivision, according to the recorded plat filed October 9, 1990 at Reception No. 147701, Town of Ridgway, County of Ouray, State of Colorado ("Property"), has laid out, platted and subdivided same as shown on this plat under the name of VISTA PARK COMMONS - P.U.D., and by these presents does hereby dedicate to the perpetual use of the Town of Ridgway, Ouray County, Colorado, the streets, alleys, roads, and other public areas as shown and designated for dedication hereon and hereby dedicate those portions of land labeled as utility and drainage easements for the installation and maintenance of public utilities as shown hereon.

In witness hereof Owner has executed this Plat effective as of _____, 202____, Vista Park Development, LLC, a Colorado limited liability company.

By: _____

Printed Name: Jack B. Young

Title: Managing Member

STATE OF COLORADO)
COUNTY OF _____) ss.

The foregoing Certificate of Ownership and Dedication was acknowledged before me this _____ day of _____, 202____, by Jack B. Young as the Managing Member of Vista Park Development, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public _____ My commission expires: _____

Move the word
"Notes:" to be legible.

1. This subdivision will be governed by Vista Park Commons HOA as set forth in the Declaration recorded at Reception No. 231935 on April 26, 2022 at the Ouray County Clerk and Recorder, and the Lots/Units are subject to assessments by the HOA, including, but not limited to, a Transfer Assessment as a fee for the transfer of a Lot/Unit to a new owner(s) assessable as a closing cost at the time of the transfer in the amount of one percent (1%) of the sale price of the Lot/Unit.

2. The Limited Common Element areas designated hereon are for parking or for storage, as described or shown on this plat.

3. The maximum number of dwelling units allowed is 23 for which the applicable excise tax has been paid.

4. Short-term rentals, as defined in the Town regulations, are prohibited in all Units.

5. Deed Restricted Units.

a. The Owner has agreed to provide deed restricted housing in connection with the development of this project. The Owner hereby restricts Lots 8 and 22 (hereinafter the "Deed Restricted Property"), which are deed restricted in accordance with the terms of this Plat Note 5, and shall run with the land for a period of 50 years, with a first right of refusal for the Town, or a nonprofit or private developer to purchase the property before they are sold on the open market. The Town is granted and conveyed the right to enforce compliance with these restrictions applicable to the Deed Restricted Properties.

b. Any instrument of conveyance shall clearly indicate that the property is deed restricted and reference this plat map and applicable plat notes, as amended from time to time, and shall be in a form approved by the Town.

c. On the day of application, the prospective owner(s) of a Deed Restricted Property shall maintain their sole residence and abode in Ouray County, Colorado, or provide written intent of their desire and intent to do so within 30 days of purchasing the unit. Proof of this must be presented to the Town in advance of any transfer of a Deed Restricted Property, including the original property transfer and all subsequent resale and transfer of property.

d. At the time of purchase, including the original property transfer and all subsequent resale and transfer of property, at least one person in the household shall earn the majority (more than 51 percent) of their income in Ouray County or from an employer based in Ouray County. This includes at least one person in the household that is retired but previously earned the majority of their income in Ouray County or from an employer based in Ouray County. Proof of this must be presented to the Town in advance of any transfer of the property. Proof shall include written documentation verifying employment within Ouray County.

e. At the time of purchase, including the original property transfer and all subsequent resale and transfer of property, the household income will be 80% or less of the Area Median Income (AMI) as determined by the United States Department of Housing and Urban Development (HUD) for Ouray County, as adjusted annually. Proof of this, must be presented to the Town in advance of any transfer of property. Proof shall include written documentation, such as income tax return, verifying annual income for the prior year. HUD income limits are derived from the most recent data provided by HUD regarding Area Median Income Levels (AMI) for Ouray County.

f. Any Applicant who currently owns a residence in Ridgway or Ouray County does not qualify to purchase one of these Deed Restricted Properties.

g. There shall be an initial maximum sales price on every Deed Restricted Property in which a unit is built by Owner or another developer. The initial maximum sales price of a housing unit on the lots burdened by these covenants shall be equal to the cost of acquiring and developing the property and building the housing units, plus 10% profit; provided, however, that if the initial maximum sale price exceeds the maximum purchase price for an 80% AMI household for Ouray County, the Owner agrees to reduce the profit downward from 10% to an amount that achieves the targeted AMI affordable maximum purchase price, except that in no event will the initial maximum sales price be reduced to an amount that requires the Owner to achieve less than a 3% profit. Prior to any transfer of the Deed Restricted Property, evidence of the Owner's cost shall be submitted to the Town Manager, or their designee, who shall review the Owner's computation of cost and approve, in writing, the proposed initial maximum sales price. The documents establishing the Owner's cost must be approved by the Town Manager, or their designee, prior to any transfer of property. The guiding principal in determining initial sales price of any unit is that the Owner should be constructing and selling these units without exceeding the prescribed profit. In no event should the requirements of this section be read to require the Owner to achieve less than a 3% profit in connection with the sale of Deed Restricted Property. The Town Manager, based on the review of Owner's cost, may deviate from the 80% AMI restriction if the cost plus 3% profit exceeds affordability for 80% or less income level.

h. This plat note and deed restrictions shall survive any foreclosure on Lots 8 and 22.

i. Resale Cap.

1. The maximum resale price of these Deed Restricted Properties is limited to an annual price appreciation cap of 3% of the initial gross purchase price. All resale pricing is subject to the review and approval of the Town of Ridgway Town Manager, or their designee, for the sole purpose of ensuring the resale price is in compliance with this plat note and plat restrictions.

2. If an owner of a Deed Restricted Property makes any capital improvements requiring a building permit to the property during their term of ownership, the cost of those capital improvements, as indicated on the building permit, may be added to the gross purchase price of the property for the purpose of computing the annual price appreciation cap created herein. Any costs of capital improvements to be added to the gross purchase price of the property, including but not limited to upgrades during construction, shall require the prior, written approval of the Town.

j. The seller of the Deed Restricted Property is responsible for ensuring compliance with these plat restrictions and agrees to consult with the Town of Ridgway Town Manager, or their designee, regarding any potentially qualified buyer(s) and the maximum sale and resale price under these plat restrictions and requirements.

k. The Deed Restricted Properties shall be, and remain, owner occupied. The Deed Restricted Properties shall be and remain, the only housing unit that the owner owns while they reside in the unit. Long-term and short-term rental of these units is prohibited.

change "j" to a "i" or "h" to be consistent throughout notes.

i. The Town hereby waives development excise tax RMC 3-4-1, et seq., on these Deed Restricted Properties.

m. The Town waives all "plan check fees" and building permit fees charged by the Town on these Deed Restricted Properties.

n. A Deed Restricted Property owner, subject to the above stated covenants, may apply to the Town Planning Commission for a waiver from the strict application of any one or more of these provisions. A waiver from the strict application of these provisions may be granted at the discretion of the Planning Commission and may only be granted if the applicant can establish that the following criteria are substantially met:

1. There are practical difficulties or unnecessary hardships caused to the individual lot owner if these provisions are strictly applied. Any such practical difficulty and/or unnecessary hardship must be of such a nature as to create an individually differentiated situation from any and all other owners' of units burdened by these regulations; and

2. The spirit of these provisions will be observed, the public health safety and welfare secured and substantial justice done by granting the waiver.

The burden shall be on the applicant to establish by a preponderance of the evidence that these criteria have been met. No waiver under this provision shall be granted with less than four (4) concurring votes of the Planning Commission.

o. Owner agrees to construct at least one of the dwelling units on these Deed Restricted Properties in the Phase 1 of the development plan and the 2nd unit in phase 2 of the development plan.

p. Developer agrees to perpetually discount any Owner Association fee by 50% for the Deed Restricted Properties.

6. This subdivision and Plat are further subject to a Ridgway Land Co. Subdivision Plat found at Reception #147701, Ouray County, and filed on October 9, 1990, and to Ridgway Land Co. Declarations found at Reception #147105, Ouray County on July 24, 1990. Prior easements from this Plat are shown hereon.

7. Outdoor Lighting: All outdoor lighting will conform with Ridgway Municipal Code 6-5 "Outdoor Lighting Regulations", as may be amended.

8. The Townhome Units. Lots 8-9, 22-23 (the 2 Townhome Units) have shared elements, such as exterior walls, roof, and foundation. The Townhome Units will not share a interior common wall, but will be built with an interstitial space between.

a. Responsibility for maintenance of the shared elements of each Townhome shall be the Joint and Several liability of the Units Owners of the Townhomes.

b. The Townhome Units depicted on this plat shall have uniform exterior appearance. Future improvements, modifications and repair to the units' exteriors shall be done in accordance with any applicable covenants and regulations of the HOA, and performed in such a manner as to ensure uniformity and compatibility of the exterior of the units.

9. The Owners of Lots 1 to 23 shall be jointly and severally liable for the maintenance of all General Common Elements within Tract "A" Common Area, including, but not limited to the following:

The Common Building
The parking lot and access driveway
The pathways
The storage units
Outdoor lighting in Common Elements
The fences located in Common Elements
Landscaping and weed control in the Common Elements
Operation and maintenance of the irrigation system
Greenbelt, as per prior agreements, plat maps and covenants
Operation and maintenance of the storm water system, including area between units, French drains, retaining walls, pond, etc.
Removal & Replacement of any physical features iE: Path Lighting, Sidewalks, Landscape and Fencing, if the Town of Ridgway or other providers need access through easements for maintenance or repairs to their infrastructure located within

What is "iE"? Please change to remove the abbreviation.

As between the HOA and Unit Owners, these duties shall be as set forth in the Declarations. This provision shall run with the land in the Vista Park Commons subdivision, and shall be a benefit and a burden to the owners of all lots final platted thereon, and shall be applicable to said owners, their successors, heirs, and assigns, and all parties claiming by through or under them.

In the event that said maintenance, removal & replacement are 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. In the event of removal & replacement of physical features needed for the Town to access Town infrastructure, such removal shall occur in the time frame provided by the Town for the maintenance or repair. If the removal is not completed in the time frame provided by the Town, the Town assumes no responsibility or liability for any damage caused to the physical features and related subsurface improvements. These obligations shall run with the land and be binding upon all successors in interest to the said lot(s).

10. Drainage Easements - Non-public Easement - The drainage easement(s) shown hereon shall be maintained by the owners of all lots encumbered by the easement, jointly and severally in a manner that preserves the grade as originally established and so as to not impede the free flow of water, including but not limited to the planting or encroachment of trees and shrubs and other impeding vegetation, so as not to impede the free flow of water or cause erosion in any way. The Town is not responsible or liable in any manner for the maintenance, repair, or operation of any pipelines, ditches or improvements as located within said easements. Upon failure to properly maintain the drainage easement(s) shown hereon, or in the need to abate a nuisance or public hazard, the Town may cause the maintenance or repair to be performed and assess the costs thereof to such owners, and may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner. The Town is granted a perpetual blanket right of ingress and egress from and over anywhere on the Property for any such maintenance or repair of the drainage system.

11. Irrigation System - An irrigation system will be built for the area designated as the General Common Element. Said irrigation system shall be owned and maintained by the HOA and shall not be impeded or altered in any way so as to impact the delivery of water, unless otherwise determined by the HOA according to the Declaration and the HOA Bylaws. The Town is not responsible or liable in any manner for the maintenance, repair, or operation of any irrigation pipelines, improvements or ditches as located within said easements. Upon failure to properly maintain the irrigation system, or in the need to abate a nuisance or public hazard, the Town may cause the maintenance or repair to be performed and assess the costs thereof to the HOA, and may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner. The Town is granted a perpetual blanket right of ingress and egress from and over anywhere on the Property for any such maintenance or repair of the irrigation system.

12. Soils throughout the Ridgway area have been found to have the potential to swell, consolidate and cave. All owners, contractors, and engineers are required to investigate soil, groundwater, and drainage conditions on a particular lot prior to design and construction. On April 25, 2017, Lambert and Associates of Montrose and Grand Junction, Colorado issued a Geotechnical Engineering Study discussing soil characteristics in the "Ridgway Village Housing Development" now known as "Vista Park Commons," 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 and groundwater conditions present in this subdivision.

13. NO FURTHER SUBDIVISION. There shall be no further subdivision of any Lot, Common Element or Common Space Tract.

14. Town of Ridgway Benchmark, K-19 a 3 1/4" brass cap set in concrete stamped "K-19 6987.73" 1928" elevation 6987.73.

15. Units Statement: The Linear Unit used on this plat is U.S. Survey Feet.

16. All construction will conform with Ridgway Municipal Code.

17. All provisions of the Ridgway Municipal Code, as adjusted from time to time, apply to this property with the exception of those explicitly provided for in the Vista Park Commons - P.U.D.. Where there is conflict between the provisions of the Ridgway Municipal Code and the provisions of this P.U.D., this P.U.D. shall prevail.

NOTICE:

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Fill these in with the applicable Title Commitment.

ORNEYS CERTIFICATE:

I, J. David Reed, an attorney at law duly licensed to practice before the courts of record of Colorado, do hereby certify that I have examined the Title Commitment Order Number _____ effective as of _____, 202____. M. issued by _____ and according to that title commitment, of all land herein platted and that title to such land is in the dedicatior(s) and owners, and that based upon my review of said title commitment, the property dedicated hereon has been dedicated free and clear of all liens and encumbrances, except as follows:

Dated this _____ day of _____, 202____.

By: _____
J. David Reed, Attorney at Law

PLANNING COMMISSION:

Recommended for approval by the Planning Commission this _____ day of _____, 202____.

By: _____
Michelle Montague, Town of Ridgway Planning Commission Chairperson

TOWN COUNCIL:

Approved by the Town Council this _____ day of _____, 202____.

By: _____
John Clark, Town of Ridgway Mayor

APPROVAL OF TOWN ATTORNEY:

Approved for recording with the Ouray County Clerk and Recorder at _____'s Office this _____ day of _____, 202____.

By: _____
Bo Nerlin, Town of Ridgway Town Attorney

ENGINEERS CERTIFICATE:

I, Joanne Eagan, a Registered Professional Engineer in the State of Colorado, do certify that the streets, curbs, gutters, and sidewalks, sanitary sewer system, water distribution system, fire protection system, and storm drainage system for this subdivision are properly designed, meet the Town of Ridgway specifications, and are adequate to serve the subdivision shown hereon.

Dated this _____ day of _____, 202____.

By: _____
Joanne Eagan, Town of Ridgway Town Engineer

CERTIFICATE OF IMPROVEMENTS:

The undersigned, Town Manager of the Town of Ridgway, certifies that all required improvements and utilities are installed, available, and adequate to serve each lot in the _____ Subdivision.

Dated this _____ day of _____, 202____.

By: _____
Preston Neill, Town of Ridgway Town Manager

SURVEYOR'S CERTIFICATE

I, Peter C. Sauer, being a Registered Land Surveyor in the State of Colorado do hereby certify that this plat was prepared under my direct supervision and that said survey is true and accurate to the best of my knowledge, conforms to all requirements of the Colorado Revised Statute, and all applicable Town of Ridgway regulations, and that all required monuments have been set as shown.

Peter C. Sauer, PLS 38135

TREASURERS CERTIFICATE:

According to the records of the County of Ouray Treasurer there are no liens against this subdivision or any part thereof for unpaid state, county municipal or local taxes or special assessments due and payable.

Dated this _____ day of _____, 202____.

By: _____
Jill Mihelich, Ouray County Treasurer

LIENHOLDER'S AFFIDAVIT

Before a Notary Public, duly qualified and acting in and for said town, county and state, appeared Carl Darnell know by official government-issued photograph identification to be the affiant herein, who stated the following under oath:

The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County records at Reception No. 230809, hereby joins in this subdivision, any applicable subdivision improvements agreement, and the declaration of easements, property and streets as shown hereon.

Lien Holder: _____

Name: Carl Darnell

Title: _____

Before a Notary Public, duly qualified and acting in and for said town, county and state, appeared Jack Rajca know by official government-issued photograph identification to be the affiant herein, who stated the following under oath:

The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County records at Reception No. 228531, hereby joins in this subdivision, any applicable subdivision improvements agreement, and the declaration of easements, property and streets as shown hereon.

Lien Holder: _____

Name: Jack Rajca

Title: _____

Before a Notary Public, duly qualified and acting in and for said town, county and state, appeared Joan M. Erchen know by official government-issued photograph identification to be the affiant herein, who stated the following under oath:

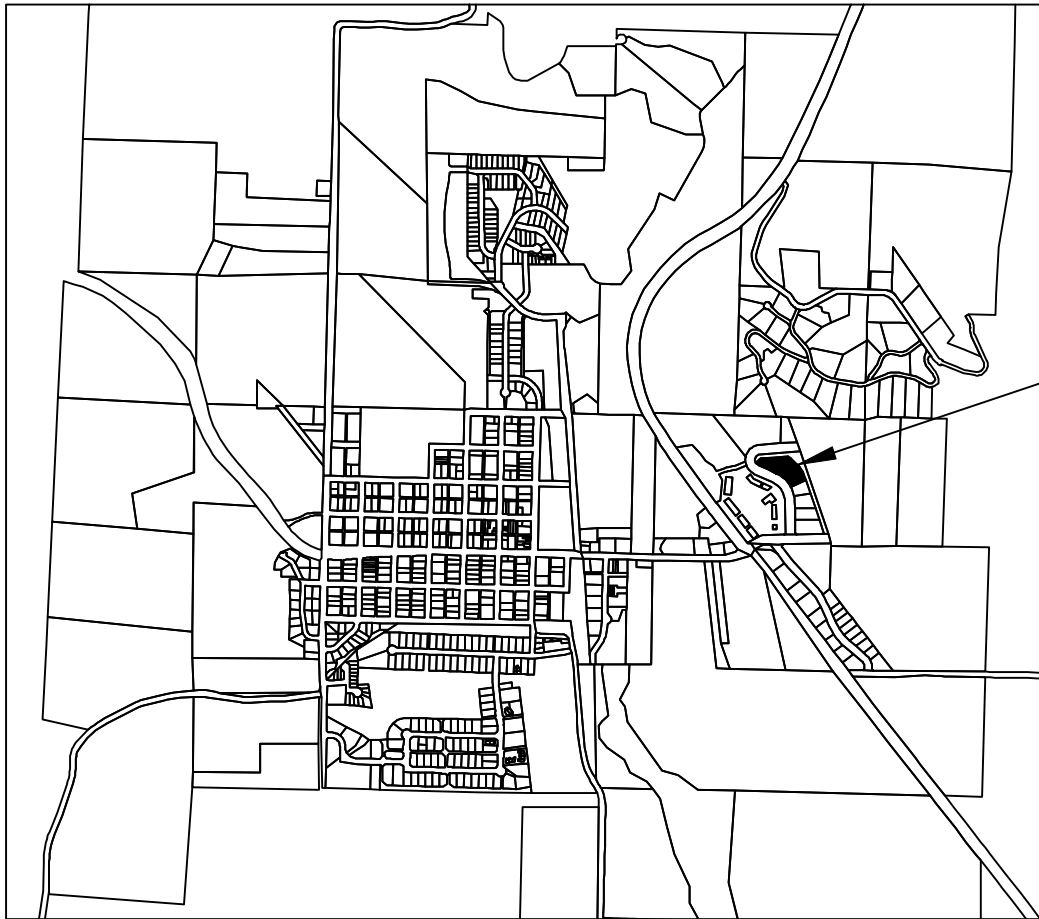
The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County records at Reception No. 230842, hereby joins in this subdivision, any applicable subdivision improvements agreement, and the declaration of easements, property and streets as shown hereon.

Lien Holder: _____

Name: Joan M. Erchen

Title: _____

Vista Park Commons Vicinity Map (Not to Scale)



Project Location

PAGE INDEX:

Page 1 Certificates and Notes
Page 2 Certificates, Notes, Lot Line Vacation and Topographic Information
Page 3 and 4 Units Boundary and Easements, Building Setbacks, Parking Area and Storage Areas

Before a Notary Public, duly qualified and acting in and for said town, county and state, appeared _____ know by official government-issued photograph identification to be the affiant herein, who stated the following under oath:

The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County records at Reception No. 231787, hereby joins in this subdivision, any applicable subdivision improvements agreement, and the declaration of easements, property and streets as shown hereon.

Lien Holder: _____

Name: _____

Title: _____

Before a Notary Public, duly qualified and acting in and for said town, county and state, appeared Doreen Larisch Barefoot know by official government-issued photograph identification to be the affiant herein, who stated the following under oath:

The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County records at Reception No. 231958, hereby joins in this subdivision, any applicable subdivision improvements agreement, and the declaration of easements, property and streets as shown hereon.

Lien Holder: _____

Name: Doreen Larisch Barefoot

Title: _____

Before a Notary Public, duly qualified and acting in and for said town, county and state, appeared _____ know by official government-issued photograph identification to be the affiant herein, who stated the following under oath:

The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County records at Reception No. 231958, hereby joins in this subdivision, any applicable subdivision improvements agreement, and the declaration of easements, property and streets as shown hereon.

Lien Holder: _____

Name: _____

Title: _____

ADJOINING OWNER OF PROPERTY AFFECTED BY THIS PLAT:

Ridgway USA Association, a Colorado Non-Profit Corporation, being owner of property affected by this plat including relocation of the ditch and changes to the adjoining greenbelt area. Approve of these changes.

Dated _____ day of _____, 202____.

Signed: _____

By: _____ as _____ of Ridgway USA Association, A Colorado Non-Profit Corporation


RECORDER'S CERTIFICATE:

This plat was filed for record in the office of Clerk and Recorder of Ouray County at _____, M. on the _____ day of _____, 202____, under

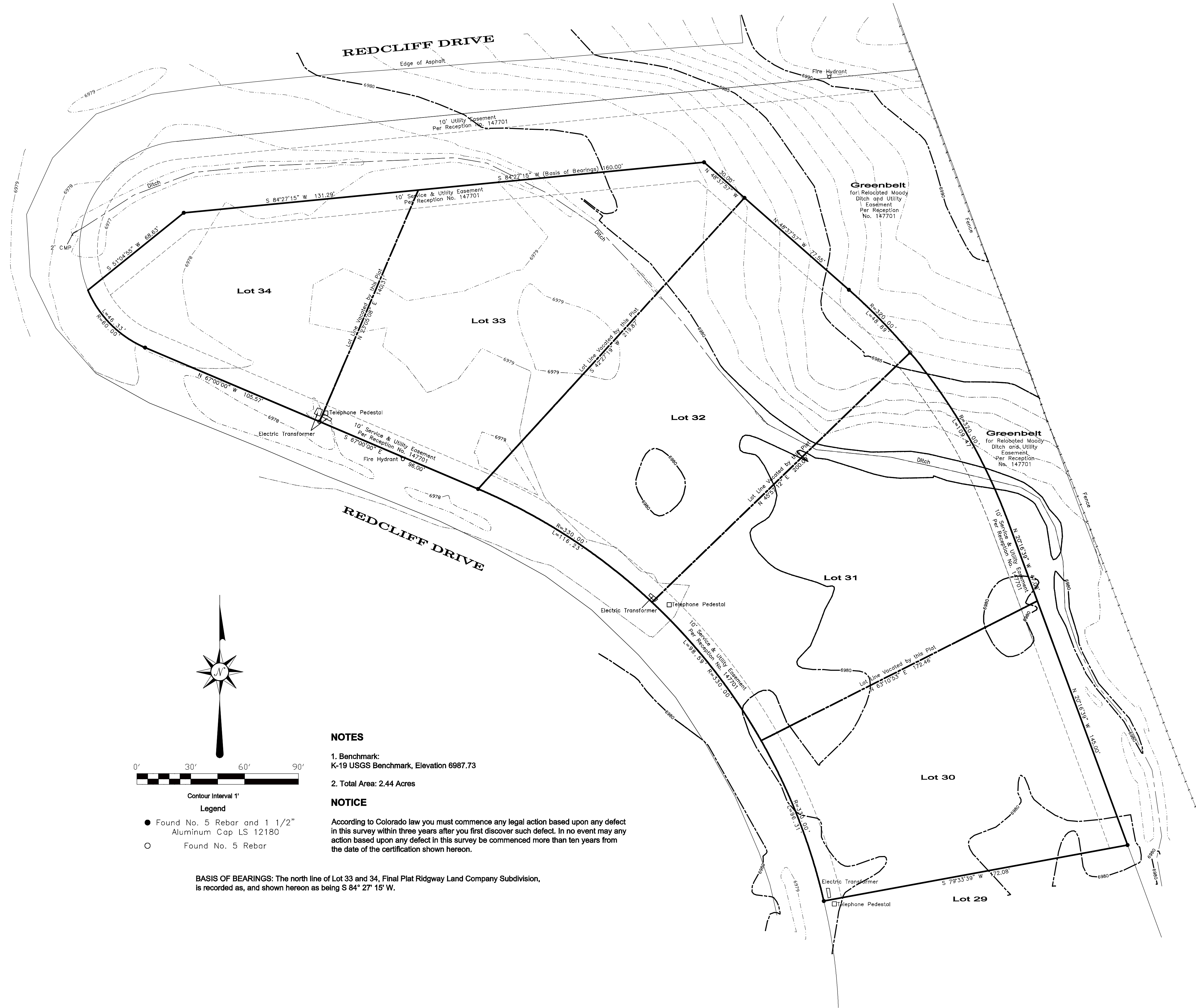
Reception No. _____

By _____
Michelle Nauer, Ouray County Clerk and Recorder

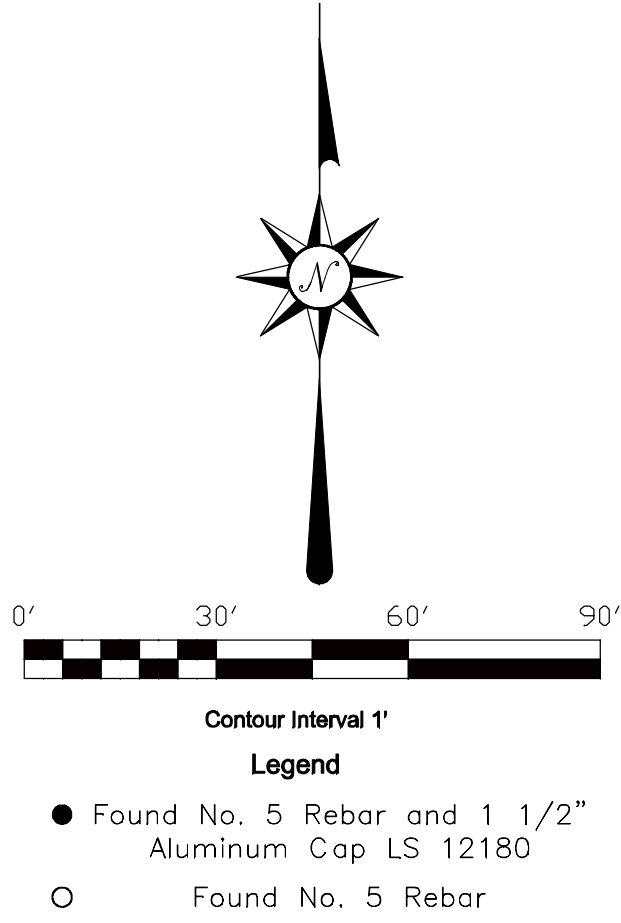
Deputy

PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 9-26-22	REVISIONS	DATE	DESCRIPTION	BY
	1			
	2			
	3			
	4			
	5			
		OFFICE (970) 249-5349 - FAX (970) 626-6261 CELL (970) 729-1289 23414 UNCOMPAGHRE ROAD - MONTROSE, COLORADO 81403 WWW.ORIONSURVEYING.COM		
DRAWING PATH: Preliminary Plat 9-22		SHEET No. 1 OF 4		PROJECT: 17025

Vista Park Commons - P.U.D.
Replat of Lots 30-34, Ridgway Land Company Subdivision
Located in the South 1/2 of the North 1/2, Section 16, Township 45 North, Range 8 West, NMPM,
Town of Ridgway, County of Ouray, State of Colorado
Lot Line Vacation and Topographic Information



As Platted



- NOTES**
1. Benchmark:
K-19 USGS Benchmark, Elevation 6987.73
 2. Total Area: 2.44 Acres

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

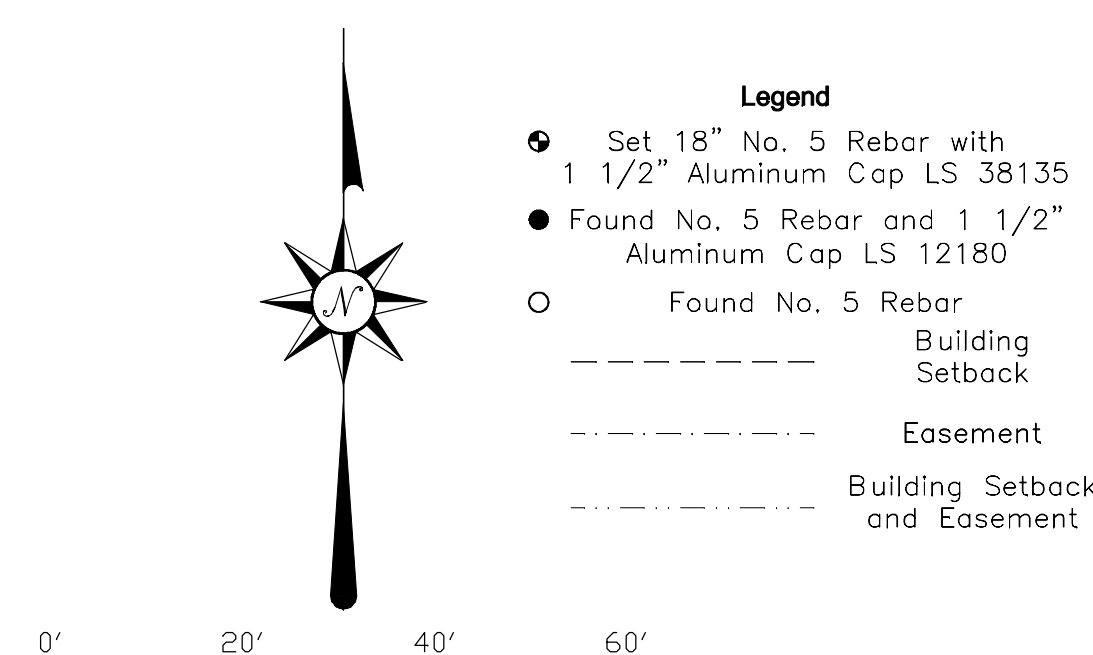
BASIS OF BEARINGS: The north line of Lot 33 and 34, Final Plat Ridgway Land Company Subdivision, is recorded as, and shown hereon as being S 84° 27' 15" W.

PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 9/26/22	REVISIONS	DATE	DESCRIPTION	BY
	1			
	2			
	3			
	4			
	5			



OFFICE (970) 249-5349 - FAX (970) 626-6261
CELL (970) 729-1289
23414 UNCOMPAHGRE ROAD - MONTROSE, COLORADO 81403
WWW.ORIONSURVEYING.COM

Vista Park Commons - P.U.D.
Replat of Lots 30-34, Ridgway Land Company Subdivision
Located in the South 1/2 of the North 1/2, Section 16, Township 45 North, Range 8 West, NMPM,
Town of Ridgway, County of Ouray, State of Colorado



REDCLIFF DRIVE

As Replatted



If these are intended to be setback lines, these shall be removed from the plat and all GC zone district dimensional standards shall apply and reviewed in conjunction with the building permit application.

Previous reline seeking clarification on this 7' dimension was not addressed. Please identify what this 7' is for on the plat.

Greenbelt
Per Reception

Since the Greenbelt is not part of the plat, this easement cannot be dedicated on the plat and must be dedicated via a separate instrument. Additional discussion between the applicant and town is necessary to ensure adequate easements are in place.

Dedicated to the Town as
Utility Easement

Provide ties from the ditch to property lines in the as-built condition. (previous comment) However, since the Greenbelt is not part of this plat, this may need to be accomplished via a separate instrument. Additional discussions between town staff and the applicant to determine the proper path forward.

~~Relocater~~

LINE	BEARING	DISTANCE
01	S 81°11'13" W	15.53
02	S 56°24'44" W	37.21
03	S 58°14'24" W	20.05
04	S 13°13'13" W	22.05
05	S 81°03'56" W	23.92
06	S 84°14'11" W	33.92
07	S 84°14'11" W	33.92
08	S 8°45'18" W	20.95
09	S 05°10'57" W	30.07
10	S 84°14'11" W	33.92
11	S 84°59'24" W	19.88
12	S 84°27'15" W	16.85
13	S 84°27'15" W	14.45
14	S 84°27'15" W	14.45
15	S 84°27'15" W	9.80
16	S 84°27'15" W	11.61
17	S 84°27'15" W	11.61
18	N 48°37'57" W	9.10
19	N 48°37'57" W	14.02
20	N 48°37'57" W	14.02
21	N 48°37'57" W	23.96
22	N 48°37'57" W	7.94
23	N 48°37'57" W	15.37
24	N 48°37'57" W	15.37
25	N 45°49'32" W	24.42
26	N 42°06'17" W	20.57
27	N 45°49'32" W	24.42
28	N 35°14'15" W	18.49
29	N 31°55'14" W	21.64
30	N 31°55'14" W	21.64
31	N 274°47'45" W	23.70
32	N 25°31'16" W	18.90
33	N 14°27'28" W	21.81
34	N 27°55'29" W	24.04
35	N 27°55'29" W	24.04
36	N 19°10'36" W	25.83
37	N 19°10'36" W	25.83
38	N 16°27'05" W	29.10
39	N 16°27'05" W	29.10
40	N 50°53'06" E	18.40
41	N 50°53'06" E	18.40
42	N 50°53'06" E	22.00
43	N 43°00'37" W	30.10
44	N 26°29'20" W	14.72
45	N 26°29'20" W	14.72

L=46.33'
R=60.00'
 $\Delta=44^{\circ}14'21''$
B=N $44^{\circ}52'50''$ W
C=45.18'

10' Service & Utility Easement
Per Reception No. 147701

Approximate location of a 4" sewer service line that must be located within an easement. (previous comment)

Remove from Plate
provide ties to pro
lines and appropri
metes and bounds
(previous comm

Remove from Plat or provide ties to property lines and appropriate metes and bounds.
(previous comment)

Remove from Plat or provide ties to property lines and appropriate notes and bounds. (previous comment)

Remove from Plat or provide ties to property lines and appropriate metes and bounds.
(previous comment)

Approximate location of a 6" water main that must be located within an easement. (previous comment)

Relocated
Ditch

NOTES

1. Benchmark:
K-19 USGS Benchmark, Elevation 6987.73
2. Total Area: 2.44 Acres
3. A.D.A. = American with Disabilities Act Parking Space

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	137.81'	65.41'	64.80'	N 80°10'13" W	27°11'51"
C1	137.81'	65.41'	64.80'	N 80°10'13" W	27°11'51"
C2	136.06'	26.53'	26.49'	N 61°03'23" W	11°10'22"
C3	277.87'	38.02'	37.99'	N 29°54'28" W	7°50'25"
C4	287.41'	23.63'	23.62'	N 23°33'05" W	4°42'36"
C5	235.10'	24.49'	24.42'	N 23°30'10" W	5°30'38"

Page 3

Page 4

PROJECT MANAGER: PS
CADD TECH: PS
CHECKED BY: PS
START DATE: 9/26/22

	REVISIONS	DATE	DESCRIPTION	BY
1				
2				
3				
4				
5				



OFFICE (970) 249-5349 - FAX (970) 626-6261
CELL (970) 729-1289
23414 UNCOMPAHGRE ROAD - MONTROSE, COLORADO 81403
WWW.ORIONSURVEYING.COM

DRAWING PATH: Final 9-22

SHEET No. 3 OF 4

PROJECT: 17025

Vista Park Commons - P.U.D.
Replat of Lots 30-34, Ridgway Land Company Subdivision
Located in the South 1/2 of the North 1/2, Section 16, Township 45 North, Range 8 West, NMPM,
Town of Ridgway, County of Ouray, State of Colorado

As Replatted

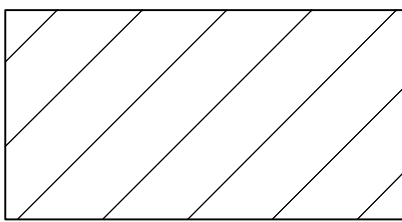
A table identifying the dimensional standards for each lot (setbacks, lot size, lot width, and lot coverage) should be added to the Final Plat/PUD to simplify the building permit review process.

REDCLIFF DRIVE
100' Right-of-Way per Reception No. 147701

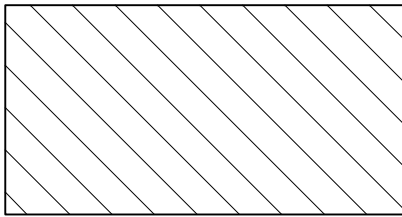
10' Service & Utility Easement
Per Reception No. 147701

Page 3

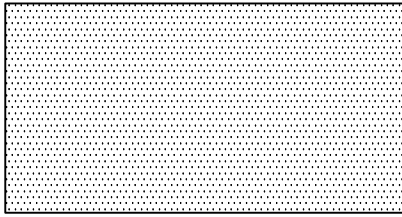
Page 4



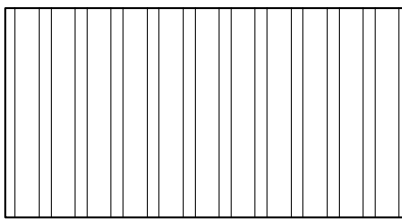
Dedicated Utility
Easement



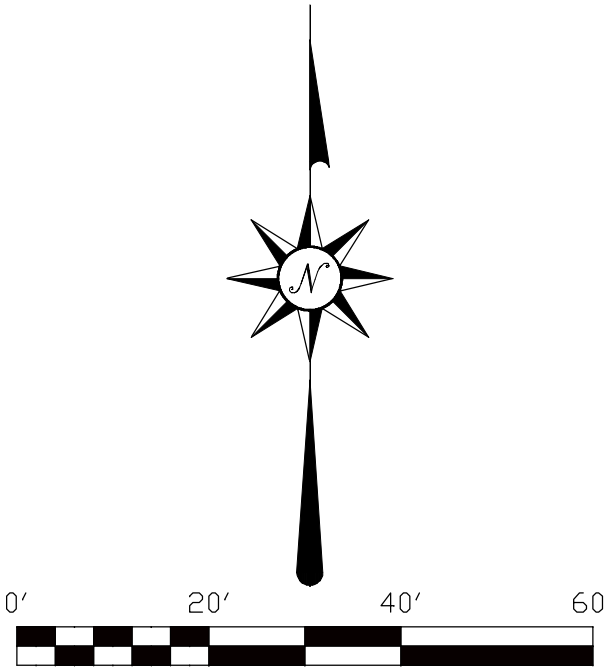
Drainage
Easement
Non-Public Easement
Reference Declaration ss 3.1.4



Ingress, Egress and Utility
Easement
Non-Public Easement
For the Benefit of Lot 17
Reference Declaration ss 1.(c)



Dedicated Utility
Easement
With Non-Public Drainage
Easement Overlay



- Legend**
- Set 18" No. 5 Rebar with 1 1/2" Aluminum Cap LS 38135
 - Found No. 5 Rebar and 1 1/2" Aluminum Cap LS 12180
 - Found No. 5 Rebar
 - Building Setback
 - Easement
 - Building Setback and Easement

NOTES

- Benchmark:
K-19 USGS Benchmark, Elevation 8987.73
- Total Area: 2.44 Acres
- L.C.E. = Limited Common Element
G.C.E. = General Common Element
- A.D.A. = Americans with Disabilities Act Parking Space

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Tract A
Area
53103.45 Sq. Ft.
Common Area

Lot 11
Area
2242.62 sq. Ft.

Lot 12
Area
2369.35 Sq. Ft.

Lot 13
Area
2119.79 Sq. Ft.

Lot 14
Area
2319.17 Sq. Ft.

Lot 15
Area
2393.88 Sq. Ft.

Lot 16
Area
2536.58 Sq. Ft.

Lot 17
Area
3406.11 Sq. Ft.

Lot 18
Area
2528.12 Sq. Ft.

Lot 19
Area
2970.80 Sq. Ft.

Lot 29
Per Reception
No. 147701

Greenbelt
Per Reception
No. 147701

Dedicated to the Town
as Utility Easement

PROJECT MANAGER: PS
CADD TECH: PS
CHECKED BY: PS
START DATE: 9-26-22

REVISIONS	DATE	DESCRIPTION	BY
1			
2			
3			
4			
5			



DRAWING PATH: Final 9-22

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SHEET No. 4 OF 4

PROJECT: 17026

STAFF REPORT

Subject: Preliminary Plat Submittal
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 F. Guthrie Castle
Owners: Ridgway Land Co. c/o Robert Hunter
Initiated By: Shay Coburn, Planner
Date: August 9, 2019

BACKGROUND

Applicant seeks preliminary plat review of a proposed subdivision, Vista Park Commons. This development is proposed to 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 square feet.

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



The applicant had an informal discussion with the Planning Commission in October of 2016, then two sketch plan reviews with the Planning Commission, first on January 3, 2017 then again on August 25, 2017. The applicant had a preliminary plat hearing with the Planning Commission July 31, 2018 where the Commission continued the hearing until all deficiencies noted in the staff report were addressed. The Applicant then returned to the Commission on September 25, 2018 to address some of the deficiencies and to get direction in a few key areas, the hearing was continued. The Applicant returned to the Planning Commission on June 25, 2019 where the preliminary plat application was recommended for approval to the Town Council with all of the conditions in the staff report to be completed before having a hearing with Council. While not all of the conditions were addressed, the remaining items are mostly engineering details.

Present with this submittal are the following documents:

1. Planning & Zoning hearing application
2. Preliminary plat map (*revised after June PC meeting*)

3. Plans including: Site, grading, utilities and civil plans, landscaping, phasing (*revised after June PC meeting*)
4. Articles of Organization
5. By-laws of Vista Park Commons HOA
6. Declaration of Covenants, Conditions and Restrictions for Vista Park Commons
7. Mineral rights certification
8. Geotechnical Engineering Study
9. Geologic Hazards and Preliminary Geotechnical Engineering Study
10. Hydrant location and flow test
11. Water and sewer flow calculations
12. Storm water calculations
13. Irrigation ditch improvement plan (*new*)
14. Architectural plan sets
15. Email from Army Corps regarding relocating the Moody Ditch
16. Issued CDOT Access Permit
17. Utility provider letters
18. Gravelpave² information (*new*)
19. Mail box type and location information (*new*)
20. Infrastructure costs and SIA items (*new*)

This public hearing has been noticed and the property posted.

CODE REQUIREMENTS AND ANALYSIS

RMC 7-4-5(B) Preliminary Plat

(1) – (4) Submittal Requirements

Substantially conforming.

(5) The preliminary plat shall contain at a minimum the following:

(a) The name of the subdivision, date of the preparation of the map, name and address of the engineer or surveyor preparing the plat, and total area of the subdivision.

Substantially complete

(b) The scale used and direction of true north.

Substantially conforming.

(c) The location and dimensions of all existing and proposed streets, alleys and easements, street lights, street signs and other improvements.

- The easements and dedication language on the plat need to be cleaned up. These easements should also be reflected the same on the civil plans. Some things that need to be looked at include:
 - The “Dedicated Utility and Drainage Easement” between lots 15 and 16 does not seem to be dedicated to the Town and there is a sewer main going through that easement area.
 - The “Dedicated Utility and Drainage Easement” north of lot 21 is to access a sewer main running between lots 21 and 21. Not sure that it is properly dedicated to the town.
 - What is 4(ii) “Service and Utility Easements”? I do not see that on the map.

- The drainage easement behind lot 20 on page C-1 is not on the plat map. The utility and drainage easement north of lot 21 and between lots 21 and 22 on the plat are not on page C-1.

(d) The location of water courses, including lakes, swamps, ditches, flood prone areas; the location of existing utility lines, pipes, poles, towers, culverts, drains, and drainage ways.

Need dimensions, bearings, distances, etc. for the relocated ditch on pages 3 and 4 of the plat map. Also ensure it matches the civil plans.

(e) The location, size and dimension of all lots and blocks, and the location of properties and easements to be reserved for particular uses or to be dedicated to the Town.

- Need to fix the rear setback on lot 23 to match between the plat map and the civil set.
- Development team needs to either call out where separation will be needed between utilities or at least enhance the note on U-1 to include specific separation requirements.

(f) Five foot elevation contours at a minimum.

Received.

(g) Any building setback lines, height restrictions, or other building or use restrictions.

Need to delete the setback lines that continue beyond where needed on lots 18-21.

(h) A vicinity sketch map.

Received.

(i) An indication of the total area of streets and alleys, area of lots and area of any property dedicated to public or other uses.

No property is proposed to be dedicated to the Town other than the easements for utilities.

(6) Accompanying the preliminary plat or included upon it shall be plans, drawings or information for the following:

(a) Plans for any proposed sanitary sewer system showing location, grade, pipe sizes and invert elevations.

- The Applicant is proposing a new sanitary sewer main that will loop around the east side of the property. This will be dedicated to the Town.
- Applicant will need to work with Town Public Works staff to identify where the sewer tap is that will be used for the common house. The coordinates for this line need to be added to the plans.

(b) Plans for the water system and fire protection system showing locations, pipe sizes, valves, storage tanks and fire hydrants.

- Central walkway and utility easement area – The Town and other utility providers will need to get heavy equipment in this area to maintain utilities.
 - The walkway is labeled as 5' concrete, what is the remainder of the area made of? If a utility provider drives in these areas to do maintenance, will the grass have depressions from the tires? If so, is there a plat note to address that repairs are the HOA's responsibility, not the utility providers?
 - The slopes on the walkway need to be corrected.
- Please delete gate valve by lot 10 and add 3 to the tee for the new hydrant to facilitate flushing.

- Please add a note to Sheet U-1 that says the coordinates are on U-1.4 and 1.5. It would be helpful for U-1.4 and 1.5 to be in color for final documents to town and the contractor.
- The utilities near lots 17 and 18 are very tight and will be difficult to navigate when maintenance is needed. Has the applicant considered switching this duplex on lots 17 and 18 with a single unit? This could solve the phasing issue with the affordable unit discussed below as well.

(c) Plans for the storm drainage system showing location, pipe sizes, drains, surface drainage ways and discharge points.

- Stormwater Management – The following needs to be addressed:
 - Need adequate information to layout the pond.
 - Need the calculations used to determine the volume of the pond to be constructed and the inflow and outflow rates.
 - Need sizing and calculations that demonstrate the correct flows will be detained. Are there multiple orifices? What size, elevation, entry conditions? What is designed to come out of each with how much head? Etc. Please clarify the note on sheet C-1 about the 4" outlet control.
 - Revised calculations that:
 - Assume no detention in the Moody Ditch
 - Show the amount of paved surface that will drain to the inlet on Redcliff. (The area looks to be 14,840 using 28' wide by 530' long).
 - The volume of the Moody Ditch in the calculations is a 3 ft x 1 ft rectangle. That is not consistent with shape shown in the cross sections. Please clarify taking into account what the contractor can build, how the liner needs to be installed and what the shape will look like after water runs through it.
 - Provide a profile including information of the road structure along the access easement for the spillway area. The concerns include that drip to the spillway not be too steep for equipment and that water running through the spillway not erode or otherwise damage the road.
 - What are the typical and peak flow in the Moody Ditch? For peak flow I would assume it's the amount the Ditch is allowed to divert or higher since when there is no call to some extent there is no limit on what can be diverted. Ditch diversion records might be a source of this information.
 - The inlet needs to be 4' x 4' outside dimension box.
 - As submitted, there does look to be room for the 12" pipe in the inlet box. Please provide a detail for that.
 - Please clarify 12" pipe material. I am not seeing that it is available in schedule 40.
 - Please provide a profile (or frequent spot elevations including critical points) for the Moody ditch from the outfall of the VPC pond to the irrigation pond. I am not seeing the need to lower the culvert under Redcliff, but more information should explain whether or not that is needed.
 - Please provide a detail for the EPDM installation that addressed the bedding and anchoring. Also address how the ditch can be cleaned with liner installed.
 - Please provide curve information to layout the ditch between the spot elevations.
- Sewer easement area –
 - Please provide the depth of cover proposed for the 4" pipes through the sewer easement. Spot elevations can be provided for each lot. Concerns include depth of cover for the pipe and whether the pipes will daylight above the normal high flows in the ditch.

- Please provide the pipe material type and bedding proposed for the 4" pipes. The concern is that heavy equipment not crush the pipes.
- The detail for the retaining wall shows the swale between the lots draining into the screen rock behind the wall. Please explain whether that as the screen rock silts in it will adversely impact the retaining wall.
- The developer should confirm that the height the retaining wall does not exceed the three tiers referenced on the plans.
- What is the foundation for the retaining wall? How is the wall restrained? What drains the moisture that accumulates behind the wall away from the drain swales?
- The topo lines on the north side of the ditch show an 80 contour at the edge of the access road and a flow line of +/- 75. Scaling the length this works out to be steeper than 1:1 against the edge of the road. That is extreme steep for slope against a road raising erosion and safety concerns. We thought we had agreed that slope would not be steeper than 4:1.
- There are discrepancies between the S and C sheets for the road structure for the easement. When staff met with the development team, it was decided that the plans would call for 12" of Class 2, but that Town staff would check the subbase material and if it is pit run material the Town would allow the 12 to be reduced to 6" of Class 2. Please be sure all the plan locations that shown the sewer easement structure reflect that. In reviewing the parking lot structure, Town staff is wondering if the grasspave material and structure would be a good solution for the sewer easement.
- The cross slope for the sewer easement says 2% (5% maximum). Please clarify how the contractor know what to building where trying to keep the slope as close to 3% as possible.
- Need to verify location of water line in Redcliff Drive near the greenbelt to ensure the ditch relocation can work okay.
- The development team said they would add a drain box to the south side of the south bulbout in the parking area to facilitate draining but staff is not finding it on the plans.

(d) Plans for proposed streets, alleys, sidewalks, curbs and gutters, lighting, bikepaths and walkways showing the grade and cross section, and plans for any other proposed public improvements. (Ord 12-2008)

- No public streets are proposed.
- Planning Commission recommends that the 5.5' to 6' sidewalks be approved. While our standards require 8' minimum width in the General Commercial district and 5' for residential districts. This is a residential development so the 5.5'-6' width seemed adequate to the Commission.
- Add a note to the plans that the detectable warnings are cast-iron. Please provide spot elevations on the corners of the ADA ramps that show that the ADA slope will not be exceeded.
- Along Redcliff Drive right-of-way, the slopes for the asphalt to face of gutter are not accurate for how it can be built. The curb and gutter should be built first so the asphalt can be built accordingly matching the face of the gutter and the existing asphalt.
- Need elevations on all corners of the valley pans and at the grade break for the sidewalk. Please delete the sidewalk portion of the typical drawing on sheet C-1 and just call out the sidewalk as 6" thick with fiber mesh.
- More information is needed to layout and build this project. For example, there are still a lot of places with coordinate and no elevations and vice versa.
- Need dimensions to define curves along the parking area and the Redcliff Drive right-of-way.

(e) *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). (Ord 4-2009)*

Substantially met.

(f) *Any proposed covenants, condominium declaration or articles of incorporation and by-laws for any homeowners' association, or contracts for maintenance of improvements.*

- The declarations will need a final review by the Town Attorney.
- The Applicant agreed to do a maintenance agreement with RUSA for the sewer easement area and the ditch. Applicant is still working on this. Will want to cross reference on plat and record with final plat.

(g) *A soils report prepared by a geologist or licensed qualified engineer which addresses building foundation design requirements shall be submitted where geologic hazards and considerations dictate the need for such analysis.*

- How will the required ADA aisles in the parking area be marked? How will all parking spaces be marked? Need to add note on section that aggregate subbase needs to be compacted to 95% standard proctor. Has to be stapled properly and filled properly.

(h) *Written approval or access permit from the State Department of Highways for any access to highways under its jurisdiction, directly from any lot and for any new street serving the subdivision which intersects with a State highway.*

Town Staff worked with the applicant to submit for Access Permit. The permit was received from CODT with a notice to proceed and no additional improvements were necessary.

(i) *Estimated water consumption and sewage generation.*

Substantially complete.

(j) *Description of any geologic hazards.*

Substantially complete.

(k) *Landscape plans and, as appropriate, irrigation plans. (Ord 12-2008)*

Is the irrigation line already to the property or the greenbelt? If not, how will it get there? Note that the applicant mentioned to staff that they would like to install their own pump from the pond to run their irrigation system. Staff has not seen any plans for this and believes that these details will need to be worked through with the RUSA to install the pump and ensure there are proper easements for lines.

(l) *A list of proposed uses for each lot consistent with Town Zoning Regulations. (Ord 12-2008)*

See Zoning Regulations section below as the applicant is requesting a Conditional Use Permit for the residential uses in the General Commercial district.

(7) *Repealed by Ord 4-2009*

- (8) *The Planning Commission may approve, conditionally approve or disapprove the preliminary 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 plan 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. (Ord 12-2008)*
- (9) *The Planning Commission's decision shall be submitted to the Town Council as a recommendation along with the plat for review at its next regular meeting. 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 preliminary plat until such time as proposed conditions for approval, are met by the subdivider. (Ord 12-2008)*
- (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.*

RMC 7-4-6 Required Improvements

There are a number of improvements that are required with subdivision in this section. Staff is highlighting only a portion of these requirements here:

(A)(5) Electricity, telephone and CATV.

- The letters from the utility providers approving the plans are from the first few months of this year. If the layout for gas and electric have changed since these letters were provided, it is important that the utility providers review and approve the most recent utility layouts.
- Need to ensure that there is enough room around the pull boxes for maintenance. For example, can a backhoe get to the box and/or the utilities surrounding to do maintenance? At least 2' of separation from other utilities is needed. Add note to plans that the pull boxes are flush with the ground and HS 20 traffic rated.
- The electrical lines for the bollards should be shown on page U-1 to understand any potential conflicts. The Applicant should confirm that there are no conflicts with other utilities (i.e., a bollard on top of a water main)

(A)(6) Streets within and adjacent to the subdivision as necessary to provide access to each lot. Existing streets maintained by the Town for public use shall be improved by the subdivider to the extent necessary to provide access to abutting lots and to provide proper drainage, grade and sidewalk grade. Streets shall be paved in circumstances where required by Town street specifications. Streets shall be dedicated to the Town.

This development team is proposing to pave the area between the existing pavement and their property line along the Redcliff Drive right-of-way. They are also proposing a sidewalk.

(B) Subdivision Improvements Agreement (SIA)

In part, this section reads as follows in Sections (1) and (2):

(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 builts required, estimated costs, and completion dates.

Applicant should note this requirement.

(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.

The Applicants submitted a draft budget with items marked for an SIA today. Town staff has not yet reviewed this document but will be sure that what is being proposed is allowed by the RMC. SIAs do not happen until final plat.

RMC 7-4-7 Design Standards

There are a number of standards required in this section. Staff is highlighting only a portion of these Standards here as most of them have been addressed elsewhere in this report:

RMC 7-4-7(J) Plat Notes: This section addresses plat notes required by the Town.

- Note 10 – seems like this note should be for all drainage easements, not just the non-public ones.

RMC 7-3-11 Planned Unit Developments

This section provides flexibility with respect to dimensional requirements, allows for increased density, and clustered residential developments.

Per RMC §7-3-11(D) below, the development may deviate from the required dimensional standards as part of a PUD.

(D) Dimensional Requirements and Densities:

- (1) The dimensional requirements, which would otherwise be required by Town Zoning Regulations, or other Town regulations for the district affected, may be deviated from in accordance with the Plan as approved, if the Town determines that such deviations will promote the public health, safety and welfare. (Ord 3-2008)*
- (2) The number of units allowed in a residential PUD shall be generally the same as would have been allowed without clustering, taking into account minimum lot sizes and areas which would have to be dedicated for streets and other public uses, if the property had been developed or subdivided without clustering. Provided, however, the Town may allow additional residential units if it determines that by so doing, significant public benefits will be provided which might not otherwise be available, such as significant affordable housing, public open space, public recreational amenities or off site public infrastructure improvements. (Ord 3-2008)*

The following is a list of conditional uses, variances and deviations requested with this preliminary plat:

1. Use: requesting conditional use for single-family and duplex residential uses in the GC district.

2. Lot width: 30' min. required in GC. Requesting variance for about six lots that are less than 30' wide. This is difficult to measure as it cannot be measured per public street frontage as our code describes.
3. Lot size: requesting variance to minimum lot size of 5,000 sq. ft. - lots range from 1,484 to 3,181 sq. ft. Counting all common space the density is one unit per 4,621 square feet.
4. Lot coverage: 50% max. No requests, it appears to be about 18-38% for individual lots.
5. Setbacks:
 - o Front setbacks 15' min. They range from 1' to 12' with most at 7'. Requesting a variance for almost all lots.
 - o Side setbacks are fairly consistent at about 4.5' with a few as little as 0' for the duplex units, to 1' and up to as large as 10'. The minimum is 8', requesting a variance for nearly all lots.
 - o Rear setbacks are generally about 10'. The minimum is 8'. Requesting a variance for units 21, 22 and 23 to have reduced rear setbacks (as small as 4').
6. Parking: This development is required to provide 40 spaces based on the requirements of the code, six units require only 1 space. They are providing 44 spaces inclusive of 4 ADA compliant spaces. 20 "visitor" or on-street spaces will be provided in the public right-of-way and more could be accommodated if the Planning Commission feels they are necessary.
7. Single-family home design standards:
 - o Minimum width: unit B-2 does not fully enclose a 21' by 24' rectangle as required. The Applicant is requesting a deviation for the two B-2 units.
 - o Roof pitch: requesting a deviation for the roof pitch of the storage unit buildings to be 2:12 rather than the required 3:12. The design of these units must also be deemed by the Planning Commission to be of the same architectural style and of similar or compatible materials. If not, another deviation request will need to be included here.
 - o Landscaping: It appears as if all lots are close to the 50% min. required live vegetation in the front and street side yards. It is difficult to measure as there are curvy lines and no measurements. Lot 23 may be the only one not compliant with that standard.

Per previous hearings with the Commission, the Commission negotiated for two affordable housing deed restricted units due to an increase in density. The proposal is to build one of the units in the first phase and the phase for the 2nd unit is unclear. The Plat note that the Town sent the Applicant requested that the 2nd unit be built in the 2nd phase. The plat note was updated to reflect this change but the phasing plan still reflects that the 2nd unit will be built as part of phase 3. This needs to be clarified. Switching the duplex on lot 17 and 18 with another single unit as discussed above could help solve this problem.

Commercial Design Guidelines

In the General Commercial district, parking areas larger than 20 spaces are required to incorporate mitigation and site planning techniques from the commercial design guidelines. Here is a quick summary of those guidelines:

- Parking should be sited to the rear or sides of buildings to provide least visual impact. This standard will NOT be met.
- Trees should be incorporated for shading. This standard will not really be met as there are not many trees within the parking area, just a few on edges.
- Must use landscaped/grass catchment area to manage, control and filter parking lot drainage - retention areas are included in the NW side of the property.
- Includes a bike parking area near common building.

The submitted architectural plans for all of the units, common building and storage areas will be recorded as part of this PUD approval.

The development team has confirmed that the trash area will be screened on page S-1.

Misc. Comments and Edits

Small edits to be completed:

- There are still some discrepancies between the manhole coordinates, the distance between manholes, and the slopes between manholes. On the P4 line, it looks like the distance and slope are reversed between P4A and P4B. When this is corrected the slope will be less than 0.5% so the slope should be increased to 0.5%. Between P4B and P4C, it looks like the designer copied the previous text and did not change the content. It should be 61.51' and the slope will change to adjust for the previous item. Between P4C and P4D there looks to be an error in the math between the coordinates and the line distance. We calculate 289.49' @0.525% slope. When the slope in the first leg is corrected the rest of the invert elevations and/or slopes will need to be adjusted. On the PA1 between PA1B and PA1C we calculate a slope of 0.523% and between PA1C and PA1D the coordinate distance comes out 121.25 not 122.25'.
- Confirm that this proposed development is in compliance with Ridgway Land Co. and Ridgway USA covenants. Town has not yet checked this. Applicant stated that the Decs were drafted having studied the Master Plat and Master Dec, and the Dec was drafted to be in compliance with the same.
- Applicant has worked out a plan with the USPS regarding type and location of mail boxes. This plan has not yet been reflected on the site plans and will need to be. Where the bus stop is located, the slope is roughly 6%; while the Applicant has confirmed that the bus stop location will not be used at this time, it may be good for the applicant to check with the school to be sure that could work. We also discussed adding a "No Parking" sign in the bus stop location to be sure it remains open. This is not on the plans.
- Applicant said the common areas will all be ADA compliant but not every unit. This is their liability.
- Plat page 1:
 - Note 5d, 3rd line has a typo – "lease" should be "least".
 - Note 5e needs a period at the end.
 - Note 5g, last line – "it" should be "if".
 - Note 6 October 10th should be changed to October 9th.
 - Note 11 appears to have been cut off, please complete it.
- Page 4 of the plat- delete extra word under drainage easement the key.
- Regarding the Redcliff Drive ROW
 - On the curb and gutter typical drawing, please clarify what slope and width of the gutter is proposed.
 - The slopes for the new asphalt between the gutter and existing pavement do not reflect that the gutter has a fixed slope. There are also errors in the slope calculations listed. Rather than continue to correct these, we recommend that the Contractor construct the gutter to grade and then use a uniform grade between the existing edge of asphalt to the lip of gutter as described above.
 - Please provide curve information for flow line so that the curb and gutter can be correctly laid out.

- Please add coordinate and curve information to layout the parking area horseshoe (curves), the trash areas, mailbox, bulbouts.
- Please add a note on sheet C-1.1 that the compaction of the class 2 gravelpave needs to be to 95% modified proctor and a note the gravelpave needs to be installed in strict accordance with manufacturer recommendations.

STAFF RECOMMENDATION

Based on the 2019 Master Plan and recent community conversations, this development seems to be well suited for the community given the need for more housing options and ones at lower price.

Given the complexity and density of this project, it is extremely important to discuss the details of this plan and be sure that all details are worked out before this preliminary plat is approved and construction starts. Staff recommends approval with the condition that all items in this staff report are addressed. Per RMC 7-4-5(B)(10) all conditions of approval shall be met within 90 days of such approval or the plat shall be deemed disapproved.

This is a significant development review for which a number of modifications and decisions are needed. While we have done our best to insure a complete and accurate report, this is complex and there may be some omissions or oversights here that will need addressed in the final review.



Property posted from Redcliff Drive, looking northeast



Property posted from Redcliff Drive, looking southeast

AGENDA ITEM #6

MINUTES OF THE SPECIAL MEETING
RIDGWAY PLANNING COMMISSION

SEPTEMBER 22, 2022

The Planning Commission convened for a Special Meeting at 201 N. Railroad Street, and via Zoom Meeting, a virtual meeting platform, pursuant to the Town's Electronic Participation Policy, due to COVID-19.

The Chairperson called the meeting to order at 5:30 p.m. with Commissioners Emilson, Nelson, Meyer, Montague and Mayor Clark in attendance. Commissioners Liske and Franz were absent.

Town Clerk's Notice of Special Meeting dated September 15, 2022.

The purpose of the meeting was to discuss and review proposed updates to Chapter 7 of the Ridgway Municipal Code pertaining to Planning and Zoning Regulations.

Staff Report dated September 15, 2022, prepared by TJ Dlubac, AICP, of Community Planning Strategies LLC (CPS), presenting samples of proposed concept, internal process outline and sample processes.

Mr. Dlubac and Katie Kent, CPS staff Planner, presented the Staff Report and requested clarification from the Commission to refine the proposed scope, structure and timeline of the Chapter 7 modifications. They explained separation of process from approval criteria, and separation of process from standards is needed so that staff and applicants can logically navigate the regulations. There were questions from the Commissioners throughout the presentation. Residents Jack Petruccelli, Tom McKenney and JT Thomas participated in the discussion.

The Planning Commission agreed with the review process as presented. Dlubac noted an update would be provided at the October Regular Planning Commission Meeting and future Special Meetings for the process would be determined at that time.

Commissioner Emilson announced he would be resigning from the Planning Commission after the September 27, 2022, Regular Meeting.

ADJOURNMENT

The meeting adjourned at 6:40 p.m.

Respectfully Submitted,

Karen Christian
Deputy Clerk

AGENDA ITEM #7

PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING

September 27, 2022

CALL TO ORDER

The Planning Commission convened both in-person at 201 N. Railroad Street, Ridgway, Colorado and via Zoom Meeting, a virtual meeting platform, pursuant to the Town's Electronic Participation Policy, due to the COVID-19 pandemic.

The Chairperson called the meeting to order at 5:30 p.m. Commissioners Emilson, Nelson, Meyer, Montague, and Mayor Clark were in attendance. Commissioners Franz and Liske were absent.

PUBLIC HEARINGS

1. Application for Variance to Fence Height; Location: Cottonwood Creek Subdivision, Lot 17; Address: 320 S. Amelia St.; Zone: Residential; Applicant: Efren Ramos Delgado; Owner: Efren Ramos Delgado

Staff Report dated September 23, 2022, presenting background, analysis and recommendation prepared by TJ Dlubac, AICP of Community Planning Strategies. Public comment letter in support of the request from resident Robin Watkinson.

TJ Dlubac presented an application requesting a two-foot height variance to construct a fence between the front yard setback and rear property line; and a four-foot fence height variance to construct a fence between the front property line and front yard setback. He explained there is a four-foot change in elevation between the applicant's parcel and the adjacent parcel to the south. Planner Dlubac further explained the applicant suggests there is practical difficulty because the change in elevation causes privacy issues, and noted the fence is currently under construction. He did not recommend approval of the request because the criteria for variance per Ridgway Municipal Code, Chapter 7-3-21 (1) and (2) were not satisfied.

The Commissioners discussed the application with Mr. Dlubac.

The applicants explained the front and backyard fencing already existed when they bought the home in January 21'. The Delgado's discovered the already existing fence, measuring 6' 6", was encroaching onto Town property. The fence had to be disassembled and then reassembled to move it to the parcel's property line, and this is the current activity being seen. The backyard fence will conform to the Ridgway Municipal Code once completed. Mr. & Mrs. Delgado explained they also completed constructing a 4' picket fence the day before the hearing along the front yard and front side setback, so the back side yard fence is the only variance needed. The back side yard fence is currently under construction as a 6' fence and the desire is for it to be an 8' fence. They also noted the 8' corrugated front side fence is still erected. The Delgado's continued to explain the difference in elevation is in the side of the backyard and the variance to increase the fence height is only for that section of fence due to privacy issues. Mr. Delgado presented pictures to the Commissioners showing how the current six-foot fence does not shield the interior of their home for privacy.

The Commissioners discussed the requests with staff and the applicants. They recognized that there was confusion about the request and what part of the fence existed prior to the hearing. The Planning Commission noted the conditions in the Staff Report dated September 23, 2022, were different than the conditions described by the applicants which made it difficult to approve the request. They further noted the proposed fencing materials are nonconforming. Mr. and Mrs. Delgado requested the hearing be continued to the October Regular Planning Commission Meeting to provide staff the opportunity to verify the existing conditions on the parcel.

The Chairperson opened the hearing for public comment.

Kuno Vollenweider said he is familiar with the parcel and the request should be approved because there is no privacy due to the change in elevation in that section of the yard. He commented that the front yard fence does not impair the vision for pedestrians or traffic.

The Chairperson closed the hearing for public comment.

ACTION:

Mayor Clark moved to continue the Application for Variance to Fence Height for Address: 320 S. Amelia St; Location: Cottonwood Creek Subdivision, Lot 17 to the October 25, 2022, Regular Planning Commission Meeting. Commissioner Nelson seconded the motion. On a call for the roll call vote, the motion carried unanimously.

2. Application for Revised Sketch Plan; Location: Lot 3, Planned Unit Development (PUD) Ridgway Land Company Subdivision; Zone: General Commercial; Applicant: 2-Build Ridgway LLC, Owner; Ridgway Land Company, LP

Staff Report dated September 23, 2022, presenting background, analysis and recommendation prepared by TJ Dlubac, AICP of Community Planning Strategies.

Planner Dlubac presented an application for Sketch Plan that was revised to address public, and Commissioner's comments made at the July Regular Planning Commission Meeting. He reviewed how the proposed Sketch Plan would change the parcel into four areas to include a mixed-use center, mixed-use apartments, affordable residence site and the integration of the southwest corner of the parcel where the REMAX Building is found. He noted The Ridgway Land Co. Subdivision Plat Restrictions stipulate limitations for land uses, circulation, parking, utility alignment, accesses and dimensional standards, and that the PUD Zoning specifically does not allow residential development. Dlubac noted the existing concern for reducing commercial use on a prime general commercially zoned parcel in town, but recommended approval of the application with the thirty-eight conditions listed in the Staff Report dated September 23, 2022.

The Planning Commission discussed the application with staff.

Joe Nelson, member of 2-Build Ridgway, LLC said the proposed design uses the parcel's density for the "highest and best use." He reviewed the exits and entrances to the subdivision, and how the earlier public comments were incorporated into the design. He pointed out the density in the design creates more open space, noted 2 parking spaces are provide for each residential unit for added functionality, noted maximum store frontage for all commercial units along the first floor of each building and reviewed the storm retention plan. Nelson asked the Planning Commission if the proposed uses and densities presented are heading in the desired direction.

The Chairperson opened the hearing for public comment.

Jack Petruccelli spoke in favor of the design's density and open space but commented the location is wrong and that the largest commercial parcel in town should be reserved for future commercial growth.

Shay Coburn commented that the applicant was able to incorporate the public comments in the design but it still "missed the mark". She stated the Master Plan calls for the parcel to be primarily commercial development, did not think the nine-acre parcel should be "half open space," the parcel should provide more employment opportunity and services for the town, the development does not connect to the neighboring subdivisions, the proposed low density does not meet what is required in the Master Plan, and frontage parking is viewed from the outside, not commercial frontage. Coburn said the existing PUD is not desirable, spoke in favor of the proposed town center concept adding it should be designed like a mini downtown, suggested resituating proposed buildings and suggested a visioning session to receive feedback from the town residents.

Andrew Coburn said the Revised Sketch Plan has positive changes but was not in favor of replacing commercial uses with residential uses, agreed the current PUD calls for unrealistic commercial growth and said this parcel should be considered for future growth for up to seventy years in the Master Plan to provide needed goods and services experiencing leakage, and to prevent Ridgway from becoming a bedroom town. He noted the proposed design may not attract viable, long-term businesses and residential units should not be situated along the highway. Coburn encouraged the applicant to review the leakage reports, do public and private outreach to residents and businesses and to strategically build the project overtime for financial viability.

The Chairperson closed the hearing for public comment.

The Commissioners deliberated and discussed the application with staff. They agreed with the public comments and the conditions listed in the Staff Report.

ACTION:

Mayor Clark moved to deny the Application for Sketch Plan, Location: Lot 3 PUD Ridgway Land Company Subdivision, Applicant: 2-Build Ridgway, LLC, based on the public comments, Commissioners' comments, the comments in the Staff Report dated September 23, 2022, and specifically Staff Review Comment No. 22: *The PUD was originally intended to be a commercial development. However, the project proposes a significant change in the land use to be residential. This is a trend occurring throughout the Town where land reserved for commercial use is being developed with residential units. Additional town-wide analysis should be completed to understand the impacts that this change in land use will have on local employment opportunities and future financial sustainability. The proposed island of deed-restricted and workforce housing structures should be spread-out and more organically incorporated into the design layout and the design should propose significantly more commercial use aligned to the Highway and Hunter Parkway.* Mayor Pro-Tem Meyer seconded the motion. On a call for the roll call vote, the motion carried unanimously.

INFORMAL DISCUSSION

Applicant Nelson asked the Planning Commission if the proposed project should provide pedestrian friendly commercial spaces or if it should be vehicle centric. He mentioned confusion regarding the project's direction due to comments received overtime and in both sketch plan hearings. Nelson noted concern for the expense to not utilize the existing infrastructure already in place on the parcel.

The Planning Commission explained the General Commercial Zone should be honored to accommodate large scale commercial use. They encouraged the applicant to collaborate with community members, utilize visioning sessions, review the leakage reports and add a design professional to the Project Team.

The Planning Commission noted the importance and value of public comment in the public hearings.

APPROVAL OF THE MINUTES

3. Approval of the Minutes from the Meeting of August 20, 2022

ACTION:

Mayor Pro Tem Meyer moved to approve the Minutes from August 30, 2022. Commissioner Nelson seconded the motion. On a call for the roll call vote, the motion carried unanimously.

4. Updates from Planning Commission Members

Mayor Clark updated the Commissioners regarding the status of the Preserve PUD Development. He explained the Developer asked to move the road and the location of the lift station from County property to Town property. The Town Council's position was that the Town should maintain regulatory control for the proposed lift station. Staff was directed to work with Ouray County and the Developer to annex a small portion of land for the lift station site.

ADJOURNMENT

The meeting adjourned at 8:10 p.m.

Respectfully submitted,

Karen Christian
Deputy Clerk