

RIDGWAY PLANNING COMMISSION

REGULAR MEETING AGENDA

Tuesday, September 27, 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/84740228488?pwd=dWg3T2dzMEQvc01qeGNnUE1LOVJmQT09>

Meeting ID: 847 4022 8488

Passcode: 912425

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, Thomas Emilson, Jennifer Franz, Bill Liske, Russ Meyer, and Jennifer Nelson

PUBLIC HEARINGS:

1. **Application:** Variance for fence height; **Address:** 320 S. Amelia St.; **Location:** Cottonwood Creek Subdivision, Lot 17; **Zone:** Residential (R); **Applicant:** Efren Ramos Delgado; **Owner:** Efren Ramos Delgado
2. **Application:** Sketch Plan; **Location:** Lot 3, PUD Ridgway Land Company Subdivision; **Zone:** General Commercial (GC); **Applicant:** 2-Build Ridgway, LLC; **Owner:** Ridgway Land Company

APPROVAL OF MINUTES:

3. Minutes from the Regular meeting of August 30, 2022

OTHER BUSINESS:

4. 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: September 23, 2022
Subject: Fence Variance Requests for 320 South Amelia St. for September 27th 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.

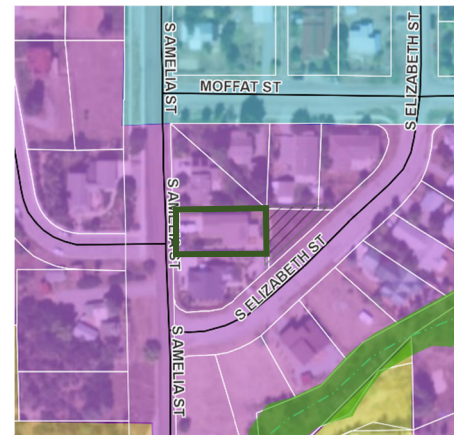


Figure 1. Zoning and property location

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.

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.

ANALYSIS

HEIGHT

As shown in the code requirements above, no fence (*except for fences on properties that are zoned I-1 and I-2*) shall exceed six feet in height, and fences located between the front property line and the front yard setback in the R Residential district cannot exceed four feet in height. This variance request is to allow an eight-foot privacy fence along the south property line between Lots 16 & 17.

Although there are no specific regulations relating to the measurement of fence height, Section 7-3-15 of the Code does define how structures are measured, both with and without roofs. The height of structures without roofs are calculated as the vertical distance between the elevation of the lowest point of the natural grade to the height of the structure. (See Fig.3) In this instance, the full height of the fence is eight feet from the lowest grade to the top of the fence pickets and supports.

The applicant purports there is a practical difficulty due to a 4-foot elevation change between the two properties, creating a privacy issue. The applicant states that the additional two feet will block views



Figure 2. Fence Height Exhibit

between the two residential properties allowing for more privacy. Figure 4 below shows the proposed location of the eight-foot fence.

The applicant offered photos (Figures 5-8) of the fence while under construction to provide a visual representation of the added privacy between the six-foot and eight-foot fence.

Note: construction of the fence without Town approval is a violation of the Municipal Code. The owners have been issued a zoning violation.

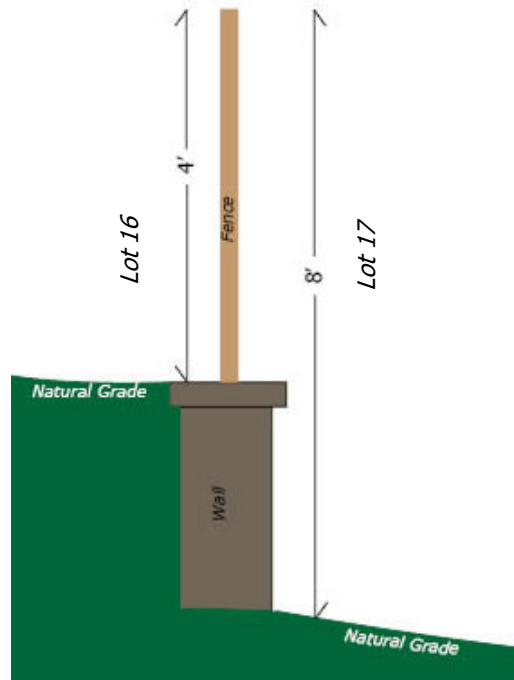


Figure 3. Measurement

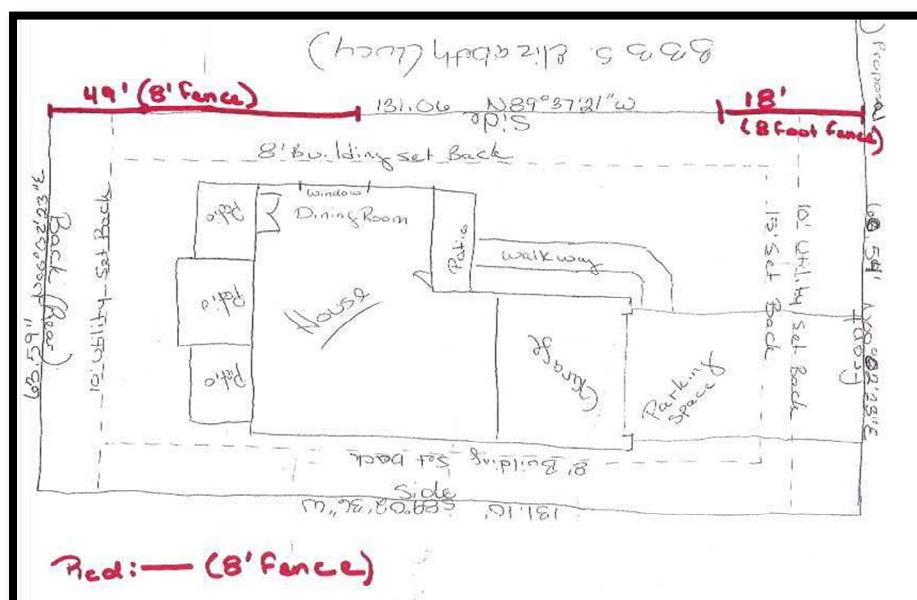


Figure 4. Property lines with proposed fence heights and surrounding zoning



Figure 5. Back view



Figure 6. Side and back view



Figure 7. Front view.



Figure 8. Side view from adjoining property

MATERIAL

Fencing materials shall be consistent with Section 6-4-1 of the RMC. The applicant states that the new fence will be constructed of wood materials. Site photos indicate the fence between the front property line and the front building setback is made of a wood frame and metal screening material. The fence is under construction and the materials meet the code requirements.



Figure 9: Photo of Front Yard Fence

VARIANCE APPROVAL

This variance may be granted by the Planning Commission if the two criteria listed in Sec. 7-3-21 of the RMC 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.*

Other than the noted elevation difference between the two properties, the applicant has not established "practical difficulties or unnecessary hardships." There may be privacy issues in the rear of the two properties, but the area between the front property line and front yard setback is open and visible to anyone traveling or walking along Amelia Street. In addition, the construction of an eight-foot fence between the property line and the front yard setback poses a safety hazard due to sight visibility issues for those backing out of the residential driveway and those driving on Amelia Street.

As noted above, public safety cannot be secured with an eight-foot fence in the front yard setback due to sight visibility issues. The spirit of the ordinance could be observed with other privacy treatments such as increased landscaping.

Furthermore, the property is currently in violation of the RMC because the fence has been constructed without a variance approval or a Town issued permit. Section 7-3-24 of the RMC states "...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." As such, until the property is in compliance with the RMC, the Town cannot approve a land use request.

If the Planning Commission chooses to allow the variance(s), such a determination may be made, and such determination would bring the current violations into compliance with the RMC.

STAFF RECOMMENDATION

Following a review of the application materials against the applicable RMC requirements, staff recommends denial of the two variance requests to allow an eight-foot-tall privacy fence along the south property line of 320 South Amelia Street, finding that criteria 1 and 2 of Section 7-3-21(1) and (2) have not been satisfied.

Should the Planning Commission choose to approve one or both requested variances, the following conditions should accompany those motions:

- 1) Applicant shall follow provisions of RMC 6-1-3(A)(8) and (B)(3), which require the applicant to obtain a building permit to build the fence.
- 2) Construction of the privacy fence along the south side of the property line should be designed and constructed in a way to not interfere with any easements or visibility along Amelia Street.

RECOMMENDED MOTIONS

Request #1: "I move to deny the request for a two-foot variance to allow an eight-foot-tall privacy fence along a portion of the property line between Lot 16 and Lot 17, Cottonwood Creek Subdivision finding that the criteria set forth in Section 7-3-21 of the RMC have not been met."



Alternative Motion:

"I move to approve the request for a two-foot variance to allow an eight-foot-tall privacy fence along a portion of the property line between Lot 16 and Lot 17, Cottonwood Creek Subdivision with the following conditions finding that the criteria set forth in Section 7-3-21 of the RMC have been met:

- 1) Applicant shall follow provisions of RMC 6-1-3(A)(8) and (B)(3), which require the applicant to obtain a building permit to build the fence.
- 2) Construction of the privacy fence along the south side of the property line should be designed and constructed in a way to not interfere with any easements or visibility along Amelia Street.

Request #2: "I move to deny the request for 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 property line between Lot 16 and Lot 17, Cottonwood Creek Subdivision finding that the criteria set forth in Section 7-3-21 of the RMC have not been met."

Alternative Motion:

"I move to approve the request for 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 property line between Lot 16 and Lot 17, Cottonwood Creek Subdivision with the following conditions finding that the criteria set forth in Section 7-3-21 of the RMC have been met:

- 1) Applicant shall follow provisions of RMC 6-1-3(A)(8) and (B)(3), which require the applicant to obtain a building permit to build the fence.
- 2) Construction of the privacy fence along the south side of the property line should be designed and constructed in a way to not interfere with any easements or visibility along Amelia Street.

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 CK 2732 (by Brady)
 Receipt # CK 2598 (CP Printing)
 Date Received: 7/18/22
 Initials: [Signature]

General Information

Applicant Name Efran & Heather Ramos-Delgado Application Date 7/14/22
 Mailing Address 320 S. Amelia
 Phone Number 970.901.2488 Email efranramosdelgado@yahoo.com
 Owner Name Efran & Heather
 Phone Number 970.901.2488 Email efranramosdelgado@yahoo.com
 Address of Property for Hearing 320 S. Amelia, Ridgway CO 81432
 Zoning District

Brief Description of Requested Action

With the Differents of our property elevations, Lucy's Property is about four feet higher than ours, makes a eight foot fence seem like a 6 ft foot. from our front entry we can see Lucy and Dining window we can see Lucy on her patio.

<input type="checkbox"/> Temporary Use Permit per 7-3-18(C)	\$150.00	<input type="checkbox"/> 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 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 type="checkbox"/> Plat Amendment	\$250.00
<input type="checkbox"/> Other	\$500	<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(8) and 7-4-12(8)). Water and sewer tap fees and development excise taxes are due at approval of final plans.

Lucy (the Neighbor) is will to write a to support the request for this privacy Fence between our properties...



Attachments Required

For All Applications

- ☐ Evidence of ownership or written authorized 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

7/14/22
Date

Owner Signature

7/14/22
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**

Heather D. ("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 14 day of July, 2022

APPLICANT:

By: Heather Delgado
Heather Delgado authorized signer
(print name)

PROPERTY OWNER:

By: Heather Delgado
Heather Delgado authorized signer
(print name)

RECIPIENT/LENDER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. Academy Mortgage Corporation PO Box 77404 Ewing, NJ 08628 866-856-1460		* Caution: The amount shown may not be fully deductible by you. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person.		OMB No. 1545-1380 2021 Form 1098	Mortgage Interest Statement
PAYER'S/BORROWER'S name, street address (including apt. no.) city or town, state or province, country, and ZIP or foreign postal code * 0609365 000175589 09CN15 09S3790 GP EFREN RAMOS-DELGADO HEATHER DELGADO 320 S AMELIA STREET RIDGWAY CO 81432 		1 Mortgage interest received from payer(s)/borrower(s) \$ 10,842.29		Account number (see instructions) 0153213491	
2 Outstanding mortgage principal \$ 477,750.00		3 Mortgage origination date 01/15/21		Copy B For Payer/Borrower The information in boxes 1 through 9 and 11 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an understatement of tax results because you overstated a deduction for this mortgage interest or for these points, reported in boxes 1 and 6; or because you didn't report the refund of interest (box 4); or because you claimed a nondeductible item.	
4 Refund of overpaid interest \$ 0.00		5 Mortgage insurance premiums \$ 0.00			
6 Points paid on purchase of principal residence \$ 0.00		7 <input type="checkbox"/> If address of property securing mortgage is the same as PAYER'S/BORROWER'S address, the box is checked, or the address or description is entered in box 8.			
8 Address or description of property securing mortgage 320 S AMELIA STREET RIDGWAY CO 81432		9 Number of properties securing the mortgage 01			
10 Other		11 Mortgage acquisition date 01/25/2021			
PAYER'S/BORROWER'S TIN XXX-XX-1430					

Form 1098 (keep for your records) www.irs.gov/Form1098 Department of the Treasury - Internal Revenue Service

		Disbursement Activity 2021:	
Current Total Payment	2,220.73	Hazard Insurance	1,917.19
Current Escrow Payment	270.36		
Principal Activity 2021:			
Beginning Balance	477,750.00		
Payments Applied	10,052.98		
Remaining Balance	467,697.02		
Escrow Activity 2021:			
Beginning Escrow Balance	0.00		
Total Deposits	3,244.32		
Total Disbursements	1,917.19		
Closing Escrow Balance	1,327.13	**	
** Balance held for next years disbursements, not a Surplus.			

2021 Net Interest payments reported to IRS *****

10,842.29

Message: If your loan was also serviced by another company in 2021, you may receive a separate statement from them as well.

Please Note: For State Funded Program Participants

Your interest may be overstated in Box 1 if all or a portion of your payments are subsidized by a state funded program. Contact your tax advisor with questions.

See the back of this document for answers to frequently asked questions.

Property Address:
 320 S AMELIA STREET
 RIDGWAY CO 81432

Instructions for Payer/Borrower

A person (including a financial institution, a governmental unit, and a cooperative housing corporation) who is engaged in a trade or business and, in the course of such trade or business, received from you at least \$500 of mortgage interest (including certain points) on any one mortgage in the calendar year must furnish this statement to you.

If you received this statement as the payer of record on a mortgage on which there are other borrowers, furnish each of the other borrowers with information about the proper distribution of amounts reported on this form. Each borrower is entitled to deduct only the amount he or she paid and points paid by the seller that represent his or her share of the amount allowable as a deduction. Each borrower may have to include in income a share of any amount reported in box 4.

If your mortgage payments were subsidized by a government agency, you may not be able to deduct the amount of the subsidy. See the instructions for Schedule A, C, or E (Form 1040) for how to report the mortgage interest. Also, for more information, see Pub. 938 and Pub. 535.

Payer/Borrower's taxpayer identification number (TIN). For your protection, this form may show only the last four digits of your TIN (SSN, ITIN, ATIN, or EIN). However, the issuer has reported your complete TIN to the IRS.

Account number. May show an account or other unique number the lender has assigned to distinguish your account.

Box 1. Shows the mortgage interest received by the recipient/lender during the year. This amount includes interest on any obligation secured by real property, including a mortgage, home equity loan, or line of credit. This amount does not include points, government subsidy payments, or seller payments on a "buydown" mortgage. Such amounts are deductible by you only in certain circumstances.



If you prepaid interest in 2021 that accrued in full by January 15, 2022, this prepaid interest may be included in box 1. However, you cannot deduct the prepaid amount in 2021 even though it may be included in box 1.

If you hold a mortgage credit certificate and can claim the mortgage interest credit, see Form 8396. If the interest was paid on a mortgage, home equity loan, or line of credit secured by a qualified residence, you can only deduct the interest paid on acquisition indebtedness, and you may be subject to a deduction limitation.

Box 2. Shows the outstanding principal on the mortgage as of January 1, 2021. If the mortgage originated in 2021, shows the mortgage principal as of the date of origination. If the recipient/lender acquired the loan in 2021, shows the mortgage principal as of the date of acquisition.

Box 3. Shows the date of the mortgage origination.

Box 4. Do not deduct this amount. It is a refund (or credit) for overpayment(s) of interest you made in a prior year or years. If you itemized deductions in the year(s) you paid the interest, you may have to include part or all of the box 4 amount on the "Other income" line of your 2021 Schedule 1 (Form 1040). No adjustment to your prior year(s) tax return(s) is necessary. For more information, see Pub. 938 and Itemized Deduction Recoveries in Pub. 525.

Box 5. If an amount is reported in this box, it may qualify to be treated as deductible mortgage interest. See the 2021 Schedule A (Form 1040) instructions and Pub. 938.

Box 6. Not all points are reportable to you. Box 6 shows points you or the seller paid this year for the purchase of your principal residence that are required to be reported to you. Generally, these points are fully deductible in the year paid, but you must subtract seller-paid points from the basis of your residence. Other points not reported in box 6 may also be deductible. See Pub. 938 to figure the amount you can deduct.

Box 7. If the address of the property securing the mortgage is the same as the payer's/borrower's, either the box has been checked, or box 8 has been completed.

Box 8. Shows the address or description of the property securing the mortgage.

Box 9. If more than one property secures the loan, shows the number of properties securing the mortgage. If only one property secures the loan, this box may be blank.

Box 10. The interest recipient may use this box to give you other information, such as real estate taxes or insurance paid from escrow.

Box 11. If the recipient/lender acquired the mortgage in 2021, shows the date of acquisition.

Future developments. For the latest information about developments related to Form 1098 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form1098.

Free File. Go to www.irs.gov/FreeFile to see if you qualify for no-cost online federal tax preparation, e-filing, and direct deposit or payment options.

Year End Statements

Q: What deductions can I claim for income tax purposes?

A: We cannot provide tax advice. Please contact your tax/financial advisor. You may also contact the IRS at 1-800-829-1040 or visit www.irs.gov for more information.

Q: Do I need to provide a copy of my IRS Form 1098 to the IRS along with my tax return?

A: No, you are not required to include the 1098 statement with your tax return.

Q: Why doesn't the interest line on my IRS Form 1098 show all the interest I paid for the year?

A: If your loan was serviced by another company for part of the year, you may also receive an IRS Form 1098 from them. If you made payments for due dates of February and beyond the current tax year, the interest for these payments is not reportable to the IRS for the current reporting year and will be reported on next year's Form 1098.

Q: What do I do if I believe there is an error on my IRS Form 1098?

A: To submit a dispute, please contact us: by logging on to our website <https://academy.loanadministration.com> to send us a secure message; or by mail to PO Box 77404, Ewing, NJ 08628. Please include your loan number and the specific issue you'd like addressed. If we determine a corrected statement is warranted, a statement will be mailed to you within 15 business days of receipt of your request.

Q: Do you report the amount of real estate taxes or homeowners insurance I paid to the IRS?

A: We do not report the amount of real estate taxes and/or homeowners insurance you paid to the IRS. The amount shown on your statement reflects the real estate taxes we paid on your behalf and is for informational purposes only. Please contact your local tax authority if you have further questions.

Q: If there are two or more borrowers named on my loan, which social security number (SSN) is used for reporting purposes?

A: The SSN shown on the 1098 form (last 4 digits) is used for reporting purposes. If you have questions, please contact your tax/financial advisor.

Q: May I request duplicate copies of IRS Form 1098?

A: You may print additional copies of the year end statement by logging on to our website and selecting "View Account Information". You may also request additional copies via our automated telephone system by calling us at the phone number listed on your IRS Form 1098.

Q: Where can I view a breakdown of all interest paid and insurance and/or real estate tax payments made on my loan?

A: You may view this information by logging on to our website and selecting "Loan Activity". You may also request this information by calling us at the phone number listed on your IRS Form 1098.

Q: How do I find the number of points that were claimed at closing?

A: If there were points established at closing, the information will be found on the Closing Disclosure. This information would be listed in Box 6 on your 1098. Please contact your tax/financial advisor for more information.

Have additional questions? Contact us at <https://academy.loanadministration.com> via secure message or chat with our virtual agent after logging into your account.

Karen Christian

From: Efren Ramos-Delgado <efrenramosdelgado@yahoo.com>
Sent: Thursday, July 14, 2022 5:21 PM
To: Karen Christian
Subject: 320 South Amelia Privacy fence Variance
Attachments: App .pdf; fence.pdf; Tax 320 S Amelia.pdf; Plat Lot 17 and 16.pdf

Karen,
Good Evening!
Please see attached document for a Privacy Fence Variance App.
Please let us know if you need any other information.

Thank you
Heather and Efren
efrenramosdelgado@yahoo.com
970.901.2488 Efren
970.901.2300 Heather









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**

Heather Delgado ("Applicant") and Heather Delgado ("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 13 day of 5, 2022.

APPLICANT:

By: Heather Delgado
Heather Delgado, authorized signer
(print name)

PROPERTY OWNER:

By: Heather Delgado
Heather Delgado, authorized signer
(print name)

E) Proposed

68.54' 120°02'23"E

(7000, 8) 181'

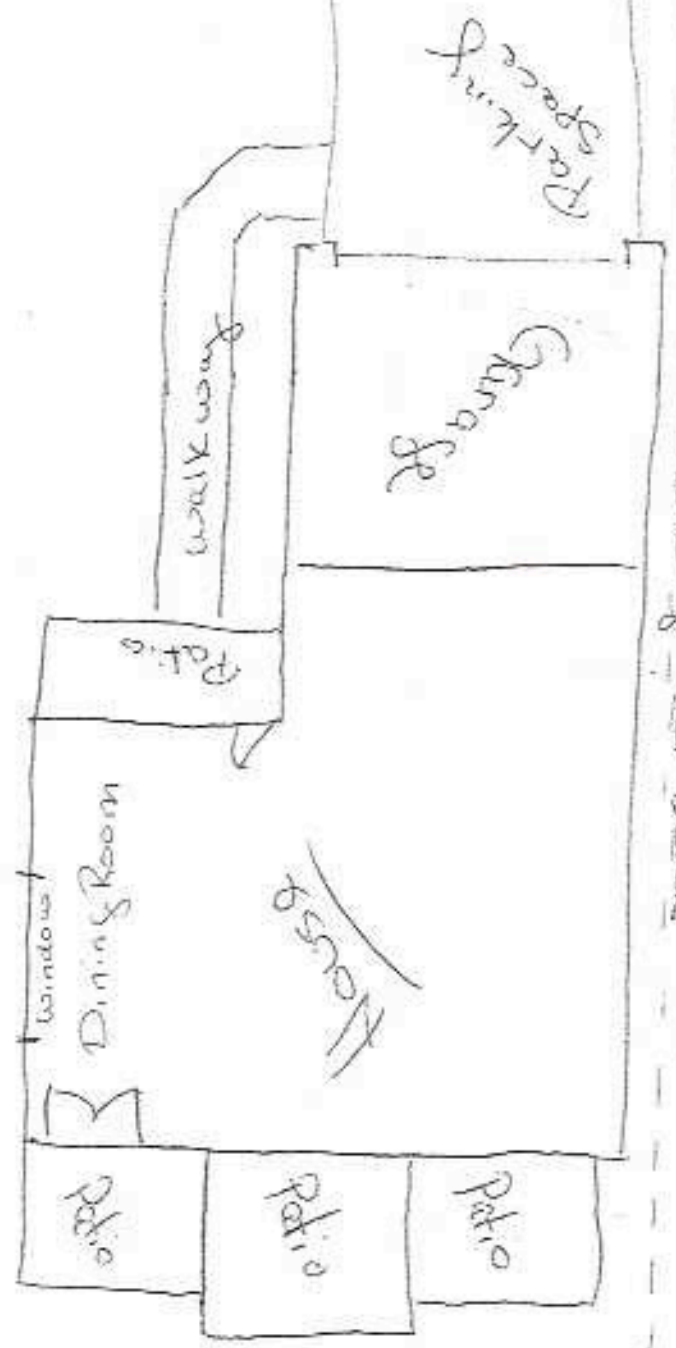
633 S. Elizabeth (Lucy)

Side 12.6858N 131.06

(7000, 8) 181'

8' Building Set Back

10' Utility Set Back
15' Set Back



8' Building Set Back

131.10' 58°02'36"W

Red: (8' Fence)

Back (Rear) 68.59' 120°02'23"E

AGENDA ITEM #2

To: Town of Ridgway Planning Commission
Cc: Preston Neill, *Ridgway Town Manager*
From: TJ Dlubac, AICP, Community Planning Strategies, Contracted Town Planner
Date: September 23, 2022
Subject: Lot 3 PUD, 2 Build Ridgway Sketch Plan for the September 27th PC Meeting

APPLICATION INFORMATION

Request: Approval of a Sketch Plan to create a mixed-use planned unit development and subdivision plat

Legal: Lot 3, Ridgway Land Co. Subdivision, Town of Ridgway, County of Ouray, State of Colorado

Address: n/a

General Location: East of HWY 550, on the northwest corner of Hunter Parkway and Redcliff Drive.

Parcel #: 4305-161-03-010

Zone District: GC General Commercial with PUD

Current Use: 1 Commercial Office building and Vacant

Applicant: Jack B. Young and Joseph Nelson, 2Build Ridgway LLC

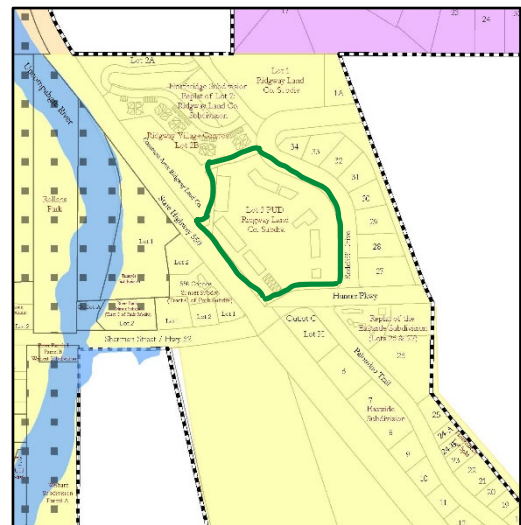
Owner: Rob Hunter, Managing Partner, Ridgway Land Company LLLP

PROJECT REVIEW

BACKGROUND

This application for a Sketch Plan was originally submitted on March 29, 2022. A completeness review was conducted, and the application was accepted as complete on April 13, 2022. The original sketch plan proposal was presented to the Planning Commission for their consideration on May 31, 2022, where the Commission tabled the application to allow the Applicant additional time to address comments brought up in the meeting. The latest version of the application was submitted on August 1, 2022, with amendments submitted by the applicant on August 22, 2022.

This request encompasses all 8.95 acres of Lot 3, Ridgway Land Co. Subdivision ("Lot 3"). The property is currently zoned GC – General Commercial with a recorded Planned Unit Development (PUD). The intent of the GC District is to *"... create areas for a mix of retail and commercial services, office, and other supportive uses to meet the needs of residents and tourists. A mix of higher-density housing types is also supported to provide for live/work opportunities and to promote activity and vibrancy within these areas."*



The Ridgway Land Co. Subdivision was recorded in 1990 and created a total of 12 lots, right-of-way for Cimarron Drive (now called Redcliff Drive), various utility easements, and 4.23 acres of common open space & greenbelt. Of the 12 lots, 9 were for commercial uses, 2 for motel uses, and Lot 3 was identified as being a separate PUD. The Lot 3 PUD was recorded in 1990 and identifies building envelopes, parking space requirements, maximum customer floor area, internal circulation, parking lot design, and other dimensional standards. Lot 3 is encumbered by a number of easements for utilities, sewer lines, irrigation lines, landscape, directional signs, and bike path uses.

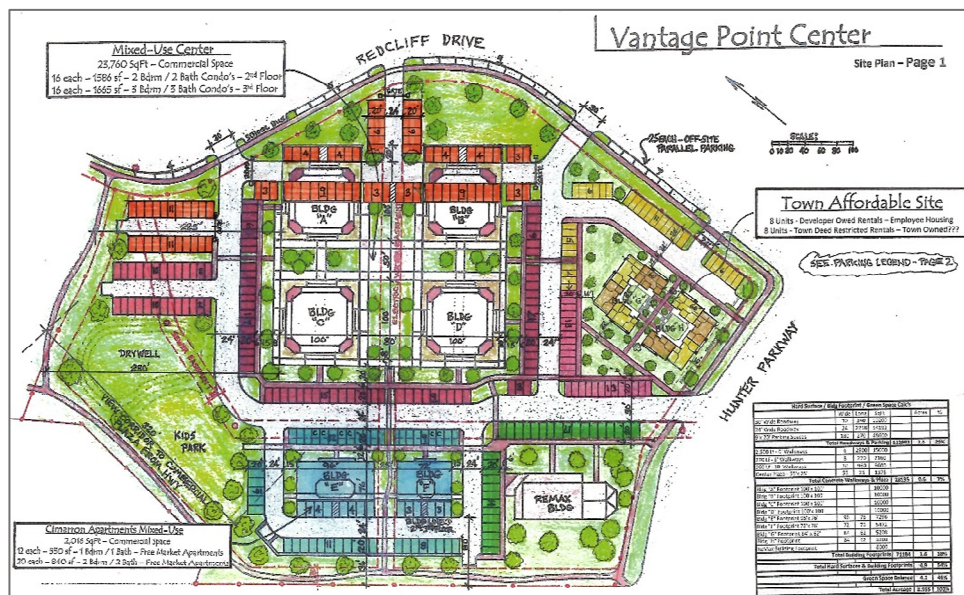
The Ridgway Land Co. Subdivision Plat Restrictions, also recorded in 1990, provide additional limitations and restrictions, including parking lot design, access, and circulation design, building footprints, trash receptacle locations, the need for construction documents, and general procedures to submit plans to the Town for review and approval.

REQUEST

The applicant has submitted a hearing application, associated fees, sketch plan documents, and other required support materials for this public hearing to the Town. The property and hearing have been noticed and posted by the Town in accordance with RMC §7-3-23(D).

The applicant is seeking Sketch Plan approval to modify the overall development of Lot 3 including land uses, circulation, parking, utility alignment, accesses, and dimensional standards. The current PUD zoning allows the development of commercial uses; however, it specifically does not allow any residential units to be developed.

The revised layout proposes four plan areas identified as 1) Mixed-Use Center, 2) Cimarron Apartments Mixed-Use, 3) Town Affordable Site, and 4) REMAX building. Access to the project site has not changed and continues to be gained from Hunter Parkway and Redcliff Drive in multiple locations. Based on discussions with the development team, it is the intent to submit a subdivision plat to create separate parcels as well as common area tracts. The Applicant is still evaluating their options for pursuing this and may use tracts, building footprints, or lots with easements to manage the various property elements and amenities. These will all have to be figured out and submitted in conjunction with the preliminary plat and preliminary plan.



Mixed-Use Center: This area is configured as a quad with extensive public gathering space between the four mixed use buildings. The land uses proposed include 23,760 square feet of commercial use divided up

into general retail and restaurant uses and the upper two floors are proposed as a total of 32 condominium units. Parking is provided around the town center. This area is also encumbered by multiple easements for existing water lines.

Cimarron Apartments Mixed-Use: As proposed, this mixed-use building includes 2,016 square feet of retail commercial use and 32 apartments spread between two three-story buildings. Parking is provided around the buildings and internal walkways and green space is provided. In previous discussions, the Planning Commission has suggested not put residential uses adjacent to the highway. While this revised plan has significantly relocated residential uses away from the highway frontage, buildings E and F are still in close proximity to the building. Because they are higher density and mixed use, staff is more accepting of the proposed location. However, additional commercial and/or office square footage in this area would be better aligned with previous public comments, planning commission concerns, and town code requirements.

Town Affordable Site: This area includes a courtyard-type layout of 16 total residential units. The plan proposes a total of 16 dwelling units to be restricted as "employee housing" and deed restricted. While town staff is amenable to the prospect of additional affordable housing units in the town, there are many unknowns at this point as a well thought-out proposal has not been presented to town staff at this time. Therefore, staff cannot confirm that these units will be "Town Owned" as stated on the plans. Prior to submittal of the preliminary plat, and necessary development agreements, staff invites the applicant to submit a more formal concept to be discussed and potentially presented to Town Council.

REMAX Building: This is an existing professional office building and associated parking lot at the southwest corner of the property. There are specific items identified throughout this staff report related to this site which will need to be addressed through this process. Generally, these relate to noncompliance with current setback distances, existing parking lot design, easements, and the owner(s) of this property being co-applicants on this request. Furthermore, the PUD should reiterate that residential uses shall not be allowed in this building as is required by the current PUD.

CODE REQUIREMENTS

The purpose of a sketch plan is to understand how a proposed development may impact the community in areas such as utilities, streets, traffic, land use, master plan conformity, zoning regulation conformity, etc. The following are various town documents, plans, studies, standards, and/or regulations which have been reviewed while evaluating the requested Sketch Plan:

- 2019 Town of Ridgway Master Plan
- §7-4-5-(A) Informal Review and Sketch Plan
- §7-3-11 "GC" General Commercial District
- §7-3-15(A) Dimensional and Off-Street Parking Requirements
- §7-3-19 Supplemental Regulations (Employee Housing)
- §7-4-6 Required Improvements
- §7-4-7 Design Standards
- §6 Residential Design Standards
- Ch. 9 Water and Sewer

ANALYSIS

MASTER PLAN GOALS

Figure 2 depicts the Future Land Use classification of the subject property and surrounding area. This parcel is identified as Mixed-Use Business and the table below identifies the desired development characteristics and densities of this land use classification.



Mixed Use Business (pg. 59)	
Maximum Density / Height	12 to 18 du/ac; typically, 3 stories or less, but may be taller in some instances
Primary Uses:	Retail stores, professional offices, commercial services, restaurants
Supporting Uses	Parks and recreational facilities, civic and government facilities, higher density residential uses, and alternative energy installations
Characteristics	<ul style="list-style-type: none"> Mixed-Use Business areas are intended to support a range of commercial uses that serve residents and tourists. Developments within these areas are more auto-oriented than those found in the Town Core but should still consider the needs of pedestrians and bicyclists in the overall design. Higher-density residential uses are encouraged, either above ground floor commercial uses or in standalone buildings, generally as part of mixed-use development.

Based on the anticipated densities of this land use classification, this property, assuming 8.95 acres, may allow between 108 and 162 residential dwelling units. Furthermore, the master plan allows up to 3-stories. The Sketch Plan as submitted proposes 80 residential units identified as multi-family dwelling units in 2- and 3-story structures with a mix of uses in some of the buildings. This is a gross density of 8.9 dwelling units per acre.

The 2019 Master Plan provides important insight into the community's vision. Though these goals are not firm requirements, it is important that the applicant showcase the various ways their project meets these goals. The project should be in general conformance with the goals and policies identified within the Master Plan and the Future Land Use Map.

The following Goals and Policies identified in the 2019 Master Plan were considered when evaluating this project's conformance with the plan.

- 1) Policy ENV-1.2: Wildlife Habitat - Use clustering, open space corridors, conservation easements, and other techniques to minimize development impacts in wildlife movement corridors and areas with critical or important wildlife habitat.

- 2) Policy ENV-3.4: Low-Impact Development - Design street layouts, grades, and site developments to avoid excessive runoff concentrations and minimize the need for storm sewer infrastructure. On-site natural percolation, detention, or retention should incorporate vegetation, vegetated swales, and other low-impact development strategies where possible to minimize the need for off-site infrastructure improvements.
- 3) Policy ENV-4.1: Green Buildings – Encourage the use of proven and durable green building technology in all new development in order to increase energy efficiency, water conservation, human health, and use of local materials while balancing the impact of costs.
- 4) Policy ENV-4.2: Renewable Energy - Encourage the use of carbon-free and renewable energy systems within the Town and support the goal of carbon neutrality for Colorado. Support the inspiration and innovation of those who live, work, and visit Ridgway to create a low-carbon economy and lifestyle that improves the health, shared prosperity, and long-term security of our unique mountain community.
- 5) Policy COM-1.1: Workforce Housing – Work with Ouray County and the City of Ouray to develop housing units designed and priced for employees living and working in Ouray County. The Town of Ridgway should initially focus on those living and working in Ridgway.
- 6) Policy COM-1.2: Private Sector Responsibilities – Acknowledge the role of the private sector as a necessary partner in addressing the community’s affordable and workforce housing needs.
- 7) Policy COM-2.1: Diversity of Housing Types – Encourage new development to accommodate a variety of housing sizes, household types, tenure types, densities, and prices.
- 8) Policy COM-2.2: Housing Options - Support the development of a range of housing options in Ridgway, including but not limited to townhomes.
- 9) Policy COM-2.3: Resident-Occupied Housing – Support strategies that help maintain resident-occupied housing in Ridgway, rather than housing occupied by second-homeowners.
- 10) Policy CHR-1.1: Neighborhood Character - Encourage the development of neighborhoods that enhance and reflect the character of Ridgway through quality design, cohesive materials, and integration of natural features.
- 11) Policy CHR-1.2: Neighborhood Walkability and Bikeability - Enhance walkability and bikeability within existing neighborhoods and between other areas of town. Ensure safe on- and off-street pedestrian and bicycle connections are provided in all new neighborhoods.
- 12) Policy CHR 6.1: Corridor and Gateway Character - Highway corridors and gateways to Ridgway should enhance and benefit the community’s small-town character and preserve mountain vistas.
- 13) Policy CHR 6.2: Near-Gateway Development Considerations – Encourage aesthetic improvements for existing and new developments bordering highways. Consider context, configuration, and design in evaluating development on properties adjacent to gateway areas to ensure new development contributes to the desired character of the gateway.
- 14) Policy CHR-7.2: Trail Development - Encourage and support trail development within and surrounding Ridgway, particularly trails that fill gaps or key trail linkages in the Town’s current system and improve continuity and connectivity. Where feasible, create trails that

support walking, hiking, biking, and other non-motorized uses. Trail development should not impede existing agricultural uses and do not cross private property unless arrangements have been made with the property owner.

- 15) Policy GRO-1.2: Balanced Mix of Uses – Accommodate a balanced mix of residential, employment, retail, and commercial services and institutional uses that allows residents to live, work, play, learn and conduct more of their daily business in Ridgway.
- 16) Policy GRO-1.3: Mixed-Use Development – Promote vertically or horizontally mixed-use development, where appropriate, to encourage more opportunities to live and work in Ridgway, and to add vibrancy and diversity to existing centers.
- 17) Policy GRO-1.4: Underutilized Areas – Encourage infill development on vacant parcels and the redevelopment or adaptive reuse of underutilized parcels or structures in the Historic town Core or other areas where infrastructure and services are already in place.
- 18) Policy GRO-1.5: Design of New Development - Ensure new development and infill/redevelopment are compatible with the surrounding area or neighborhood, particularly in the Historic Town Core were maintaining the historic character of Ridgway is desired.
- 19) Policy GRO-1.6: Clustered Development - Encourage clustering of residential development where appropriate to preserve open space, agricultural land, wildlife habitat, visual quality, and other amenities.
- 20) Policy GRO-2.1: Growth Pays for Growth - Ensure that the costs of extending or expanding Town infrastructure and services to support new development are borne by the developer and not the Town or residents. This includes the impacts new development will have on Town facilities and utilities.
- 21) Policy GRO-2.2: Adequate Public Facilities – Proposed development should demonstrate that existing Town facilities and infrastructure have the capacity to serve the development while still maintaining an acceptable level of service, as determined by the Town, or, if supported by the Town, development shall fill in any infrastructure, utility, facility, and service gaps.
- 22) Policy GRO 3.2: On-Site Stormwater Management - Encourage new development to manage stormwater on-site, using low-impact development techniques or other best practices.
- 23) 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.
- 24) Policy GRO-4.7: Connectivity of New Development – Encourage new development to include paths, trails, and other connections to facilitate biking and walking throughout town.

The review of these policies did find areas that should be watched as the development moves forward:

1. Maintain the existing trail on the property and ensure the trail is located within an easement.
2. Employee housing is shown in one building in the area labeled Town Affordable Site.
3. Incorporate strategies to maintain owner-occupied residences.
4. Consider enhancements to the gateway corridor side of the development.

5. The proposed revisions suggest a reduction in the overall commercial square footage allowed in the development. While this is being expressed as a positive change, based on previous and ongoing discussions between town staff, the Planning Commission, and the Town Council, there are some shared concerns about the continued reduction in commercial and industrial uses within the town. From an economic perspective, balanced land uses can provide a sustainable sales tax revenue as well as an appropriate mix of housing types and price points as well as provide a range of jobs from retail jobs to professional offices and manufacturing opportunities as well. How this reduction in commercial square footage may impact the overall balance in Ridgway's land use is unknown and should be evaluated.

LAND USES

The majority of this property is currently undeveloped; however, in the southwest corner, a commercial structure with parking has been built and is labeled as the REMAX building. Although the terms "apartment" and "condo" are used on the Sketch Plan, both of these terms are identified under the RMC definition of Multiple Family Dwelling. Multiple Family Dwelling is defined as: *"Five or more dwelling units, within a single building and located on a single lot, including apartments and condominiums. This definition also includes any number of dwelling units located within a single building that contains a nonresidential primary use on the ground floor of the building, and that does not meet the definition of employee housing."* Based on this definition, the proposed uses have been reviewed under the multiple-family dwelling unit standards.

Park: A "Kids Park" and "Drywell" is proposed in the northwest portion of the property. Not much additional information is provided on the amenities and improvements of this park. However, this amenity is welcomed and additional information, including site design and layout, amenities, and connections to adjacent properties will need to be provided as part of the preliminary plan and preliminary plat submission.

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 GC – General Commercial District, the following standards apply to all uses:

<i>Standard</i>	<i>Requirement</i>	<i>Provided</i>
Min. Lot Width	30'	Unknown*
Min. Lot Size	5,000sf	Unknown*
Max. Lot Coverage*	60%	Unknown*
Min. Front Setback*	15'	Unknown*
Min. Rear Setback*	8'	Unknown*
Min. Side Setback*	8'	Unknown*
Max. Side on Corner Lot*	7.5'	Unknown*
Structure Height*	27'	Unknown*

*No specific dimensional data was provided on the Sketch Plan submitted or was unable to be deciphered in the plan sets. The proposed sketch seems to allow ample lot area to meet the above applicable dimensional standards, but these cannot be verified at this time. Below are additional thoughts and issues that need to be addressed during the next stages of the platting and PUD review process.

- Building Height: The Sketch Plan application seeks to increase building height from two stories to three stories. The GC District allows building heights up to 27' by right and heights between 27' and 35' through a Conditional Use Review. This change in building height will be evaluated pursuant to the RMC provisions and included in the proposed PUD in conjunction with the preliminary plan review process. Below are the proposed building heights for each plan area:

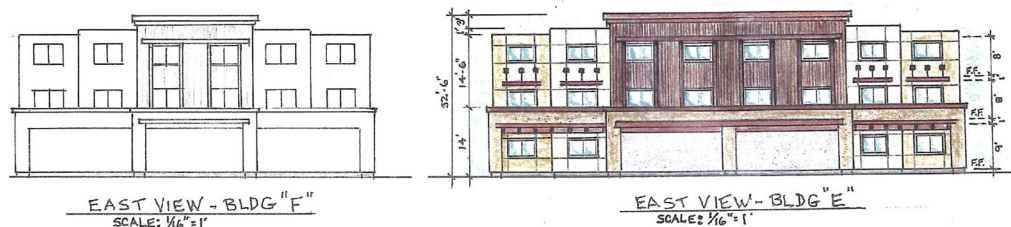
Mixed-Use Center area: Approximately 35'



Town Affordable Site: Approximately 29' and 24'



Buildings F and G within Cimarron Apartments area: Approximately 32'-6"



- Setbacks: If individual ownership of all the dwelling units is proposed, the above setbacks may need to be addressed with the PUD application. A condominium plat is recommended for the ultimate delineation of privately owned units on the second and third floors of the Mixed-Use Center area buildings.
- Parking Standards: The amount of parking required based on the various proposed uses was analyzed with the Sketch Plan and the full analysis is provided later on in this staff report within the Parking section.
- Landscaping: No landscape plan was provided with the original PUD; however, one will be required as part of the preliminary plat and preliminary plan submittal. While CC&Rs were recorded with the original Final Plat and PUD in 1990, the question of maintenance should be reevaluated with the updated documents. There appear to be adequate landscaping requirements provided throughout the project and Sheet 1 states that 4.1 acres, or 46% of the gross site area, is provided as green space. Additional assessment and analysis will need to be completed when the preliminary plan and preliminary plat are submitted for review.

- **REMAX Building:** If this structure is under separate ownership, the owner of that parcel must be an applicant to this request and any future land use applications.
- **Trash Enclosures:** Per the "Ridgway Land Company Subdivision Plat Restrictions" note 9, trash enclosures shall be located to the rear of the front building line. In some instances, as shown on the Sketch Plan, the trash enclosure locations do not meet this requirement. Note 7 also requires that trash receptacles be a screen from view of all public spaces.

ACCESS

The Sketch Plan proposes one access point from Hunter Parkway and three access points from the extension of Redcliff Drive (previously Cimarron Drive). This proposal does not seem to meet the "Ridgway Land Company Subdivision Plat Restrictions" Note 10 which limits access to two single driveway lanes for each lot from a public street. Access will be further evaluated and designed in conjunction with the preliminary plat submission.

Internal connections allow connectivity throughout the development. The internal roadways and drive aisles are either 30' or 24' of pavement. Without dimensional data, it is unclear if the one proposed access from Hunter Parkway meets CDOT's spacing standards between this intersection and the intersection with HWY 550. Since the existing access for the REMAX building aligns with Palomino Trail, and this looks to be the location of the proposed access, it may have been previously reviewed with the 1990 application. The applicant should coordinate with CDOT Region 5 to understand if this change in land use will require any permit or improvements at the off-site intersection with HWY 550. The preliminary plat application and supporting materials will be referred to CDOT as part of that review process.

While there is an existing trail and sidewalks, the project area and this neighborhood in general have limited pedestrian access – specifically across HWY 550. Due to the proximity to Highway 550 and the proposed residential density on this property, there should be a consideration regarding the safe pedestrian crossing of Highway 550. A grade-separated crossing is anticipated to cross HWY 550 in the vicinity of this project. Pedestrian connections should be planned to connect these improvements.

PARKING

The original Lot 3 PUD identified a required amount of parking for each area as well as an overall number of parking spaces for the project. Since this project has altered the proposed land uses and RMC requirements have changed since the PUD was originally approved, the parking requirements were reviewed against the current RMC requirements and updated proposed uses. The RMC requires one space per dwelling unit for all residential other than single-family and duplexes. A total of 76 multi-family dwelling units in the form of either condominiums, rental apartments, or affordable units are proposed for the project. This requires a total of 76 parking spaces. In addition, the project proposes 17,896 square feet of general retail space, 7,880 square feet of restaurant space, and 5,400 square feet of existing professional office space (REMAX). In total, the proposed land uses, as depicted in the Sketch Plan, requires 250 parking spaces, and 324 parking spaces are provided. The table below provides a breakdown of required parking for each of the four plan areas.

<i>Area</i>	<i>Required Parking</i>	<i>Provided Parking</i>	<i>Difference</i>
Mixed Use Center	175	202	+27
Cimarron Apartments MU	41	60	+19
Town Affordable Site	16	32	+16
REMAX	18	30	+12
Total:	250	324	+74

For parking lots with 301 – 400 parking spaces, ADA requires a total of 6 accessible spaces and 2 van-accessible spaces. These are not depicted on the Sketch Plan but will need to be identified on the

Preliminary Plan set submitted. They should be provided in such a location to provide clear and accessible entry to buildings including clearly delineated striped travel ways through parking areas, where appropriate.

Below is a further breakdown of the uses proposed in each plan area and the corresponding parking requirements.

Mixed-Use Center:

- 32 Multi-family Condominiums: 1 space / DU = 32 spaces required
- 7,880sf of restaurant: 1 space / 100sf = 79 spaces required
- 15,880sf of retail: 1 space / 250sf = 64 spaces required
 - Required: $32 + 79 + 64 = 175$ spaces
 - Provided: 202 spaces

Cimarron Apartment MU:

- 32 Multi-family Apartments: 1 space / DU = 32 spaces required
- 2,016sf of retail: 1 space / 250sf = 9 spaces required
 - Required: $32 + 9 = 41$ spaces
 - Provided: 60 spaces

Town Affordable Site:

- 16 Multi-family rental units: 1 space / DU = 16 spaces required
 - Required: 16 spaces
 - Provided: 32 spaces

REMAX Building:

- 5,400sf of professional office: 1 space / 300sf = 18 spaces requires
- Provided: 30 spaces

While there appears to be adequate space on each lot to provide the minimum required number of spaces, parking will be reviewed in conjunction with each individual building permit application.

Stormwater

Page 12 of the application includes a very preliminary drainage plan that shows contour lines and drainage arrows with some spot elevations. This scanned copy is difficult to understand and is lacking technical details that would be needed to determine the feasibility of the design. However, since the request is for sketch plan approval, additional detailed calculations and engineered drawings will be provided with the preliminary plan. Based on the town's review of the conceptual drainage plan, a number of comments identifying information required to be submitted with the preliminary plat have been identified.

A detention pond is shown on the north side of the property adjacent to the proposed Kids Park. However, some of the assumptions and methodologies provided in the analysis are inconsistent with the Town's regulations. There are concerns regarding the Applicant's ability to legally discharge stormwater into the ditch. The applicant is encouraged to reference these regulations when preparing the plat and PUD application.

UTILITIES

The project will be served by Town of Ridgway water and sewer system. There are currently water and sewer mains installed within dedicated easements on the property. The applicant notes that changes will be necessary to water service lines and taps because of the changes to the number, location, and layout of the buildings from the original PUD. The change in land uses from commercial to residential significantly



increases water and sewer demand. The information provided regarding water demand is acceptable for average daily but not peak demand. The applicant shall provide additional justification verifying the water and sewer demand of this project which will need to be reviewed and agreed upon by Town staff before setting the preliminary plat for a public hearing.

Water Service: There's an overall concern with the water demand from this level of density. The current proposal shows the conversion of fire lines in the middle of the lot to water mains. This would result in dead-end water lines where the Town requires a looped system. Fire suppression systems will be required for all the multi-family structures and the applicant is required to get separate water taps for domestic and fire suppression.

Sewer Service: Based on the design and information provided, there is an initial concern that adding more load to the lift station might create issues with clogging, potentially with peak flows, and could trigger the need for updated site approval. It could be necessary to require a gravity sewer extended under the highway. And, if the sewer requires a 12" main, there are likely downstream improvements needed as well.

STAFF REVIEW COMMENTS

Town staff and consultants have reviewed the Sketch Plan application and supporting materials against applicable Municipal Code and development standards. The following are the comments, recommendations, and findings of the staff's review presented for the Planning Commission's consideration and evaluation of the application.

1. Prior to the submittal of the preliminary Plat, correct the name of the sketch plan document to Lot 3, 2Build Ridgway Sketch Plan. Reference this name consistently throughout revisions.
2. Ensure the PUD application and preliminary plat accurately reflect the location and size of the existing REMAX building since the current structure does not conform to the building envelopes originally approved with the 1990 PUD.
3. A traffic study may be necessary with the Preliminary Plat application to review possible impacts to the CDOT access permit at Highway 550.
4. Viewshed protections in the form of easements or notes restricting the height of buildings and structures in certain locations shall be incorporated into the PUD and preliminary plat application. A rendering of various perspectives shall be submitted with the preliminary plat and preliminary plan to ensure
5. Provide a more detailed analysis of parking with the Preliminary Plat, including identification of parking space dimensions, required off-street parking, and proposed on-street parking. Clarify if on-street parking is located within the Town right-of-way. The parking requirements set forth in Section 7-3-15(C) of the RMC and applicable ADA accessible parking stall requirements shall apply to the parking requirements.
6. Provide a draft update to the CCRs regarding long term maintenance of common amenities such as the detention pond, landscape areas, driveways, parking, etc. with the preliminary plat submittal.
7. The "Ridgway Land Company Subdivision Plat Restrictions" note 8 requires the 20' easement along Highway 550 to be planted, developed and maintained by the Association. A landscaping plan shall be submitted with the preliminary plan.
8. Provide information on the existing trail/bike path ownership, easements, and maintenance to ensure that public access is guaranteed for perpetuity.

9. All existing platted easements that are no longer needed per utility redesign, must be vacated on the final plat and depicted as such on the preliminary plat.
10. Further discussion regarding the petition for an Improvement District per the "Ridgway Land Company Subdivision Plat Restrictions" document from October 1990 shall be held prior to submission of the preliminary plat and PUD application.
11. The "Ridgway Land Company Subdivision Plat Restrictions" must be amended or rescinded in conjunction with this project since the restrictions are not consistent with the updated design, layout, and land uses.
12. Provide verification from the school district that the proposed school bus turn-out lane is located in an appropriate location and verification from the Town Engineer that this modification to the Town right-of-way is acceptable.
13. Provide an analysis on proposed water conservation measures and landscaping restrictions and how they compare to the Town's landscape regulations with the preliminary plat.
14. Consider requiring wildlife-friendly trash enclosures and measures to reduce conflicts between wildlife and residents. Address this item further with the submittal of the preliminary plat.
15. Internal roads should be designed to meet applicable Town construction standards, be paved, and have ADA compliant sidewalks in accordance with Town standards and specifications.
16. Provide clarification on the ultimate intention for dwelling unit ownership and replating of the subdivision. Consider if common areas should be identified as easements or tracts, rather than a separate lot, and if only the buildings themselves should be separated out into individual lots.
17. On the PUD, provide specific dimensional standards for all areas of the GC District where the proposed structures do not comply with existing standards.
18. A sidewalk and adequate crosswalk delineations adjacent to the Kids Park shall be provided to ensure safe access to the park from within the project.
19. The property should be subdivided in conjunction with the PUD to establish building areas, condominium lots, easements (public access, roads, drainage, trail, parking, utility, emergency, etc.), parking areas, and common ownership areas. This will also clarify ownership and maintenance responsibilities.
20. The REMAX building is not currently located on its own lot. This subdivision process shall make this property conform to current town standards. As such, the owner of that lot shall be a co-applicant on this application and a required signature on the preliminary plat and preliminary plan. Town staff will not accept an application for a preliminary plat or preliminary plan without that property owner authorizing this request.
21. Appropriate studies, plans, and/or reports addressing the currently available capacities and this development's impact on the water and sewer utilities as well as the transportation network. Any required improvements or enhancements shall be the responsibility of the developer.
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 financial sustainability.

23. As is continually contemplated, a pedestrian under or overpass is desired to connect the portion of the town that is east of HWY 550 to the west side. This project should contribute to that amenity and safety enhancement.
24. The gravity sewer line should be extended to accommodate this project and others.
25. A second water supply line from west of the river and/or more storage should be installed to better serve this project and others.
26. Site Plan:
 - a. It appears that the area next to the basin will be a park. FYI/reminder - If it's not already being done, the basin can double as an amphitheater, play area, etc. as long as it serves its purpose when it rains.
27. Preliminary Drainage and Stormwater Retention Plan:
 - a. A maintenance access point is not seen. How is the basin intended to be maintained?
 - b. 1ft minimum of freeboard is required above overflow elevation. Inlet elevation is only 0.7ft above.
 - c. The basin's inlet will need a forebay.
 - d. An outlet box designed to match current site runoff or less will be required and needs to be reviewed. The outlet should accommodate WQCV requirements.
 - e. Maintenance will be the responsibility of the development but an outlet pipe of 12" is recommended to facilitate easy cleaning and reduce clogging risk.
 - f. If the design is continuing to rely on infiltration, calcs and rates are needed. If not, ensure the bottom is sloped ($\geq 2\%$) towards outlet to prevent standing water.
 - g. It is difficult to tell what the basin's side slopes are, be sure they are not steeper than 3H:1V.
 - h. Details are not seen but remember that downspouts should not sheet flow onto sidewalks, parking, or driving areas, and building entries need to be 12" above the top of the gutter.
 - i. Inlet, outlet, and emergency overflow will require erosion protection.
 - j. Streets and parking are all shown to drain to the basin but the basin needs to ensure other areas are able to be captured there as well. Only a maximum of 5% of the site may bypass the pond (and if 5% does bypass then outlet flows need to be compensated for undetained flow in order to match historic rates).
28. Stormwater/Retention Calcs:
 - a. Rainfall intensity should be based on the site's time of concentration (TC) pre and post-development, not 1.75in/hr. Use predevelopment TC and relative storm to determine historic site discharge rates which cannot be exceeded.
 - b. C value of 0.35 was used for pre-development. The C value for undeveloped land is 0.02. Table 1 on the Storm Standards then needs to be utilized to determine a realistic C value for the design storm when using the Rational Method.
29. Additional analysis was provided on the sewer load calcs (pg. 11), however, these calculations will need to be further analyzed and verified with additional information provided with the preliminary plat. It is believed that the gravity line should be extended.
30. 4" services are likely too small for the multi-unit buildings. This will need to be further analyzed and understood with the preliminary plat.

31. All water lines that are used for potable or fire supply shall be looped. The plans are still showing fire hydrant leads being used for domestic uses.
32. Fire lines are likely to be undersized. This will need to be further analyzed and understood with the preliminary plat.
33. Utility drawing remains very hard to decipher. The plans are very cluttered.
34. Water service lines should not have bends.
35. There should be a curb, gutter, and sidewalk on Redcliff. It is hard to determine if this is proposed.
36. Clearly identify and depict the location and design of pedestrian facilities both internal and external to the site.
37. The applicant shall provide the current CDOT Access Permit for Hunter Blvd. and verify with CDOT whether or not a new permit or a traffic study is necessary given the thresholds of that permit.
38. The traffic study that will be submitted with the preliminary plat shall consider whether or not there is enough stack between the REMAX access and HWY 550 intersection along Hunter Blvd.

PUBLIC COMMENTS

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, the Town has not received any written public comments. Some public comment was received during the informal discussion with Planning Commission on February 22, 2022, and at the previous hearing held on May 31, 2022.

STAFF RECOMMENDATION

Upon review of the application against applicable Town standards, staff recommends that the Town of Ridgway Planning Commission approve the Lot 3, 2 Build Ridgway Sketch Plan incorporating staff review comments into the finding.

RECOMMENDED MOTION

"I move to approve the Lot 3, 2 Build Ridgway Sketch Plan with the following condition:

- 1) The Applicant shall adequately address staff review comments prior to submittal of the Preliminary Plan and Preliminary Plat."

Alternative Motions:

"I move to deny the Sketch Plan for Vintage Point Center finding that the criteria set forth in Section 7-3-4(X) of the RMC have not been met."

"I move to table the Sketch Plan for Vintage Point Center to allow the applicant time to address _____."

ATTACHMENTS

- A. Application and Support Materials





8/01/22

Update 8/22/22

Hi TJ, Preston, and P&Z Members,

Please see the attached **13-page PDF**, that represents an alternative plan for Lot 3 PUD. I do believe that this may be more to your liking. I created more of a central plaza that is very pedestrian centric. I centered the plaza on the main water & electric service infrastructure. I do believe this plan works very well from most perspectives. Some of the main features with this layout:

- 1) We end up with 1,200 Lineal feet of commercial store frontage
- 2) Approximately 26,000 Sq Ft of commercial space
- 3) 32 Higher end condo units above commercial to support financial feasibility of rental units
- 4) 32 Market Rate – 1 & 2 Bedroom Apartment Units (Cimarron Apartments/Mixed Use Area)
- 5) **Building “G” – 8 Unit workforce affordable rental units (Developer Owned)**
- 6) **Building “H” - 8 Unit workforce affordable rental units (Deed Restricted or Town Owned)**
- 7) Vehicle traffic flow is very good, and the pedestrian centric plaza area has multiple community event opportunities
- 8) Parking **meets code** for all uses proposed, and there are an additional 25 parallel parking spaces off-site along the west side of Redcliff Drive.
- 9) For an initial perspective... the 80' width of our east-west plaza area is the same distance between buildings as between the Sherbino & Kate's on Clinton Street... with the added benefit of no cars/road in the middle... The length of the building frontages facing west & east in the plaza is 280', which is near the length of Clinton St building frontages from Cora St to Mary St.
- 10) This plan offers a nice View Corridor from Highway 550 through to commercial plaza of over 320' (Football field length). Also, there is over a football field distance set back from the pondo units (Ridgway Village West Condo's). This will allow all pondo units to maintain their views of the mountains.
- 11) We have an adequate area needed for our stormwater retention requirements, and a good size Kids Park of approximately 100' x 120' = 12,000 SqFt.
- 12) The Cimarron Mixed-Use and Affordable Apartment buildings have adequate space for Day Care, Laundry facilities, bike storage, and more.
- 13) Please take note of the unique roof openings and landscaped areas at the center of each of the rental apartment buildings... This will bring more natural light within the units, and green space internally, for a better living experience...

As most of you probably know by now... that Doug MacFarlane has passed on... Doug was my friend and I very much enjoyed working with him over the last 16 or so years... Doug contributed much to our little town, and I hope he can continue to send us his good vibes from his place in heaven.

We will be bringing another architect on board to help us bring the complete vision forward.

Our goal for this next P&Z meeting is to agree in principle with our general concept, 3 story density, design, and Mixed-Use. Also, to be in general agreement with Joanne regarding Utility plan. I do believe that all utilities will work with a few additions/adjustments as shown on page 10 in attached PDF.

I do really like the area we have left clear, at the North-West corner of the parcel, so to accommodate the installation of sewer line under highway and adjustments to sewer line / lift station, a that change over plan is implemented.

At some point we would like to share our micro-grid opportunity, for this project, with you. This will likely be a joint venture with Black Hills / San Miguel Power / and Developer. We believe it is a step in the right direction for energy efficiency, that can truly make a difference.

I look forward to meeting with you all at the Sept 27th meeting.

Thanks again,
Joe Nelson
Vantage Point Center

(970) 316-1364

Some Further Description per Page of Attached PDF:

Page 1) Vantage Point Center – Site Plan:

- General Layout of Roads, Parking, & Buildings
- Buildings “A”, “B”, “C”, “D” – Mixed-Use Center (23,760 SF Commercial Space with 32 each Condo’s above)
- Hard Surface / Building Footprint / Green Space Calculations – (See spreadsheet at lower right)
- Parking Calculation spreadsheet is on Page 2

Page 2) Vantage Point Center – 1st Floor Commercial Floor Plan & Plaza Layout:

- General Dimensions – Preliminary Walkways – Green Space
- Parking Calculations spreadsheet for Page 1

Page 3) Vantage Point Center – Commercial Center Building Elevation Samples:

- Variety of elevation concepts – Attractive combinations of Stone / Stucco & Wood with elevation off-sets and shapes.

Page 4) Vantage Point Center – Preliminary 2nd & 3rd Floor Plans:

- Floor plans for condo’s are backset from each level below with decks and nice views from each unit.
- With the 50’ – 80’ separation between each building – all internal units get a variety of views through these corridors.

Page 5) Vantage Point Center – Preliminary 2nd & 3rd Floor Condo Plans:

- Larger Condo Floor Plans

Page 6) Vantage Point Center – Preliminary Affordable Housing / Rental Buildings:

- Building “G” – Proposed Developer Employee Housing Units – Floor Plan & Elevations
- Building “H” – Proposed Town Affordable Units - Deed Restricted Rentals / For Sale Units?
(Question here is what does the town feel is needed?)
- Note the open court at the center of each building. This brings natural light & green space to the internal circulation... See common use laundry facilities.

Page 7) Cimarron Apartments – Mixed Use - Preliminary 1st Floor Plans & Elevations:

- Similar natural light & green space internally... A portion of the commercial area proposed here can be used for child care facilities.

Page 8) Cimarron Apartments – Preliminary 2nd & 3rd Floor Plans:

Page 9) Vantage Point Center / Lot 3 PUD Existing Utilities Plan:

- For preliminary review - town engineer’s reference

Page 10) Vantage Point Center / Lot 3 PUD Proposed Utilities Changes:

- For preliminary review by town engineer – Proposed Changes

Page 11) Vantage Point Center / Lot 3 PUD Existing Utilities Plan – Sewer Calculations:

- For preliminary town engineer’s reference – DFU Calculations & Sewer Line Analysis

Page 12) Vantage Point Center / Lot 3 PUD – Preliminary Site Grades / Road Grades & Drainage:

- For preliminary town engineer’s reference & evaluation

Page 13) Vantage Point Center / Lot 3 PUD – Preliminary 100 Year Flood Calculation

- For preliminary town engineer’s reference & evaluation



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 # 1009
Date Received: 3/24/22
Initials: [Signature]

General Information

Applicant Name JOE NELSON
2-BUILD RIDGWAY, LLC Application Date 3/28/22
Mailing Address 304 S. LENA
Phone Number (970) 316-1364 Email JNAN1951@GMAIL.COM
Owner Name RIDGWAY LAND CO.
Phone Number (970) 729-0721 Email _____
Address of Property for Hearing LOT 3 TUD - RIDGWAY LAND CO.
Zoning District COMMERCIAL

Brief Description of Requested Action

SEE SKETCH PLAN TABLES + LETTER ATTACHED

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 checked="" 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 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 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

* CK #1009, \$1,030.00

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 plans.



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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 Rezonings

- ☐ 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

Date

3/28/22

Owner Signature

SEE CURRENT LETTER

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**

2-BUILD RIDGWAY ("Applicant") and SEE ATTACHED LETTER ("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 28 day of MAR, 2022

APPLICANT:

By: 2-BUILD RIDGWAY, LLC

JOE NELSON, authorized signer
(print name)

PROPERTY OWNER:

By: _____

_____, authorized signer
(print name)

Re: Sketch Plan Submittal Letter for Lot 3 PUD

Town of Ridgway Planning & Zoning:

Hi All,

Wow... Were to start with this one...

Our intention is to find a way, with cooperation from Staff & P&Z, to get past the multitude of obstacles that seem to be in the way of Developing Lot 3 PUD. I hope it is recognized by all... that the existing Plat reflects 30-year-old concept has not worked, and certainly not a market relevant project going forward. Our intent with applying for this Sketch Plan Hearing, is to begin the path forward for a new concept that can utilized as much of the existing infrastructure as possible and resolve some of the “skeletons in the closet” regarding this parcel.

Some of the considerations and benefits that we would like to discuss and receive initial feedback from P&Z and the Public:

- 1) We believe this parcel has the best and safest... vehicle traffic loading on & off from our busy highways and it is one of the only parcels in town that is suitable for a higher density housing and further mixed-use commercial development. Our Plan has significant on & off-street parking along with adequate feeder roads to accommodate higher density housing along with Mixed-Use Commercial.
- 2) Lot 3 PUD has access from a significant investment into paved town roads within the Ridgway Land Company Development. Along with significant investment in approved town sewer and water infrastructure. This infrastructure is not generating the tax base or systems support that it could. In fact... to the contrary... it costs the town quite a bit each year to maintain and provide snow removal for these roads.
- 3) Development of this parcel will bring near \$1 million into the town’s Water & Sewer System entities from Water & Sewer Tap Fees from systems that already exist.
- 4) We have some opportunity to help support our town workforce with a 36 Unit rental apartment complex along with some employer based... employee housing.
- 5) We believe our Mix-Use Area complex can add a generous 20,000 SF of modern & reliable commercial space along with our higher end condo units above. Our Mixed-Use Area does need to be 3 story to offset some of the cost of the 2 story apartments planned. One of the accommodations we are proposing... is to help the adjoining “Pondo” owners maintain as much of their mountain views as possible with our 2 story Apartments design. We believe the Apartments proposed with their staggered footprints are of a proper scale and will be a good-looking profile, as seen from the highway. (Full computer-generated views will be available and distributed before our April 26 meeting). (Please see Pages 13, 14 & 15 of attached Sketch Plan Package to see - 3D superimposed views of our proposed buildings... Views originate standing on the pedestrian path at near the middle of each “Pondo” building shown). Colors and architecture represented here... is only to bring some scale. Much more refinement to come with architecture, colors, and computer modeling.

- 6) We are confident that we can handle our 100-year Flood Retention Requirements as we work through that engineering with staff. See preliminary plan on Page 2 of our package. Retention calc's on Page 3 will be worked out and confirmed with staff. Please note on Page 3 at the bottom right of the Built Footprint / Green Space Spreadsheet... Hard Surface Built Footprint is near 4 Acres or 45% of the whole 8.955 acres and Green Space totaling near 5 Acres or 55%.
- 7) Page 4 represents preliminary thoughts regarding the existing utilities along with additions / alterations to the existing systems. Obviously, this is to be worked out with staff. We propose to work with staff towards solutions for the towns desire to eventually convert from the existing lift / pump station, that exists on Lot 3 PUD, and a conversion to a gravity flow extension, staff has proposed.
- 8) Pages 5 & 6 are some narratives and supporting spread sheets for staff consideration of the proposed changes to the existing sewer & water systems. Including volume calculations for proposed Water Use & Sewer system flows / capacity.
- 9) Page 7 represents existing utilities, as built, to support staff's consideration.
- 10) Pages 8 & 9 represent some very preliminary Design & Floor Plans for Mixed-Use Buildings. We propose to stay within the dimensions and heights represented here. Final designs will be much more exciting. These preliminary dimensional designs where needed to be established the calculations needed for 100-Year Flood retention.
- 11) Pages 10 & 11 represent our preliminary restaurant & rooftop pool concept in our Mixed-Use Plan.
- 12) Page 12 represents the basic look and floor plans for our Westside apartment complex and will be further detailed as we progress.
- 13) Pages 13, 14 & 15... These are very preliminary views and are meant to represent the view corridors and scale as seen from the "Pondo's".
- 14) How can the Town help to bring one of the most significant pieces of zoned & Improved Land in Town... towards completion and a viable Tax generating base?

Some of the problem areas that need solutions:

- 1) The ReMax Building is 25' to the North and 6' to the East outside of its original approved plat pad. (See existing footprint, as built, represented in dashed red lines at the lower right of our Page 1 Site Plan). I am talking with Shelly Dackonish (Our Real-Estate & Land-Use Attorney) for some thoughts on the best way to model our proposed new PUD Plat with the Remax building encroachment... I would propose she work directly with Bo and TJ for planning the best way to structure the New PUD and New or Amended C, C, R's and such.
- 2) Please see Page 16... The question here is: are we better off creating 4 exclusive-use larger Pads in a PUD process... with Area 3 being for developing Mixed-Use area and its own responsibility to Maintain... likewise Area 2 for Apartments, and Area 1 for Remax. Area 4 would be primarily a common element for main road & retention pond. We would propose this road be privately owned & maintained. Note: I would propose that the required parking be dedicated to and maintained per each area.

- 3) The intersection at the signal and about a half block east... on Hunter Parkway... has a stormwater drainage system that is dysfunctional and could be dangerous to traffic traveling at higher speeds through the signal, on a green light during heavy rains. This needs to be addressed. I believe that a bar ditch that received the storm water flow from this drain system may have been back filled... or a drainage sump system is too small or has not been maintained. I hope to work with staff to see if town has any records. Engineers as-builts show inlets & piping... yet I can't find a drainage outlet. I do know, the concern has been there for years, and town maintenance staff has tried to clear it with no luck.
- 4) We need to understand what has happened with some of the missing infrastructure items that were committed to... by the developer... in their "Annexation and Utility Extension Agreement with Town" ... along with the status of "Irrevocable Line of Credit" required for Final Plat. As an example, the "back-up generator for the lift station", that does not exist and the status of, "the creation of an Improvement District", required in the recorded "Ridgway Land Company Subdivision Plat Restriction". This agreement was to complete the sidewalks along Hunter Parkway (Partially Done), and Cimarron Drive (Not Done).

Thank You,

Joe Nelson

Vantage Point Center

Site Plan - Page 1

Mixed-Use Center

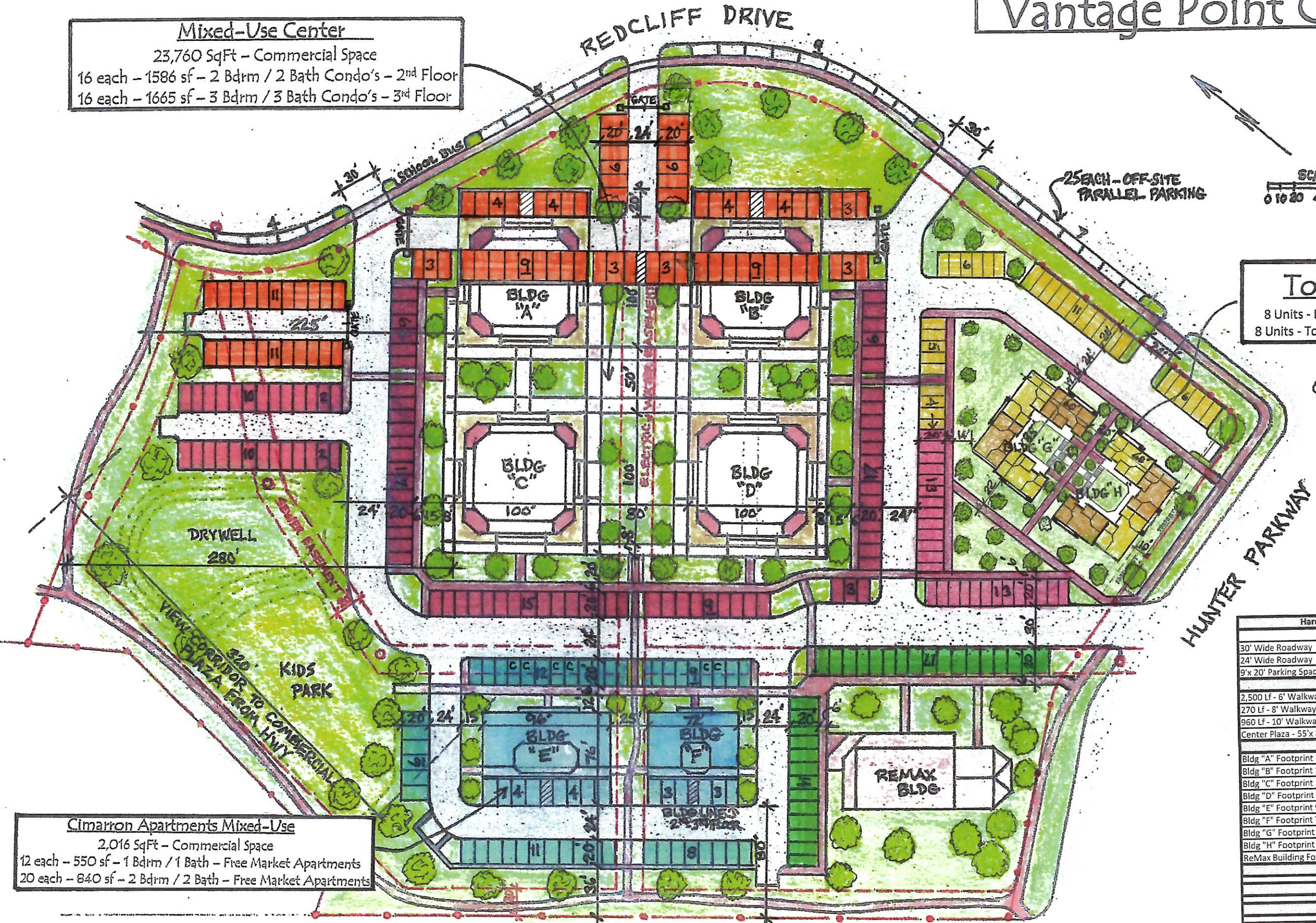
23,760 SqFt - Commercial Space
16 each - 1586 sf - 2 Bdrm / 2 Bath Condo's - 2nd Floor
16 each - 1665 sf - 3 Bdrm / 3 Bath Condo's - 3rd Floor



Town Affordable Site

8 Units - Developer Owed Rentals - Employee Housing
8 Units - Town Deed Restricted Rentals - Town Owned???

SEE PARKING LEGEND - PAGE 2



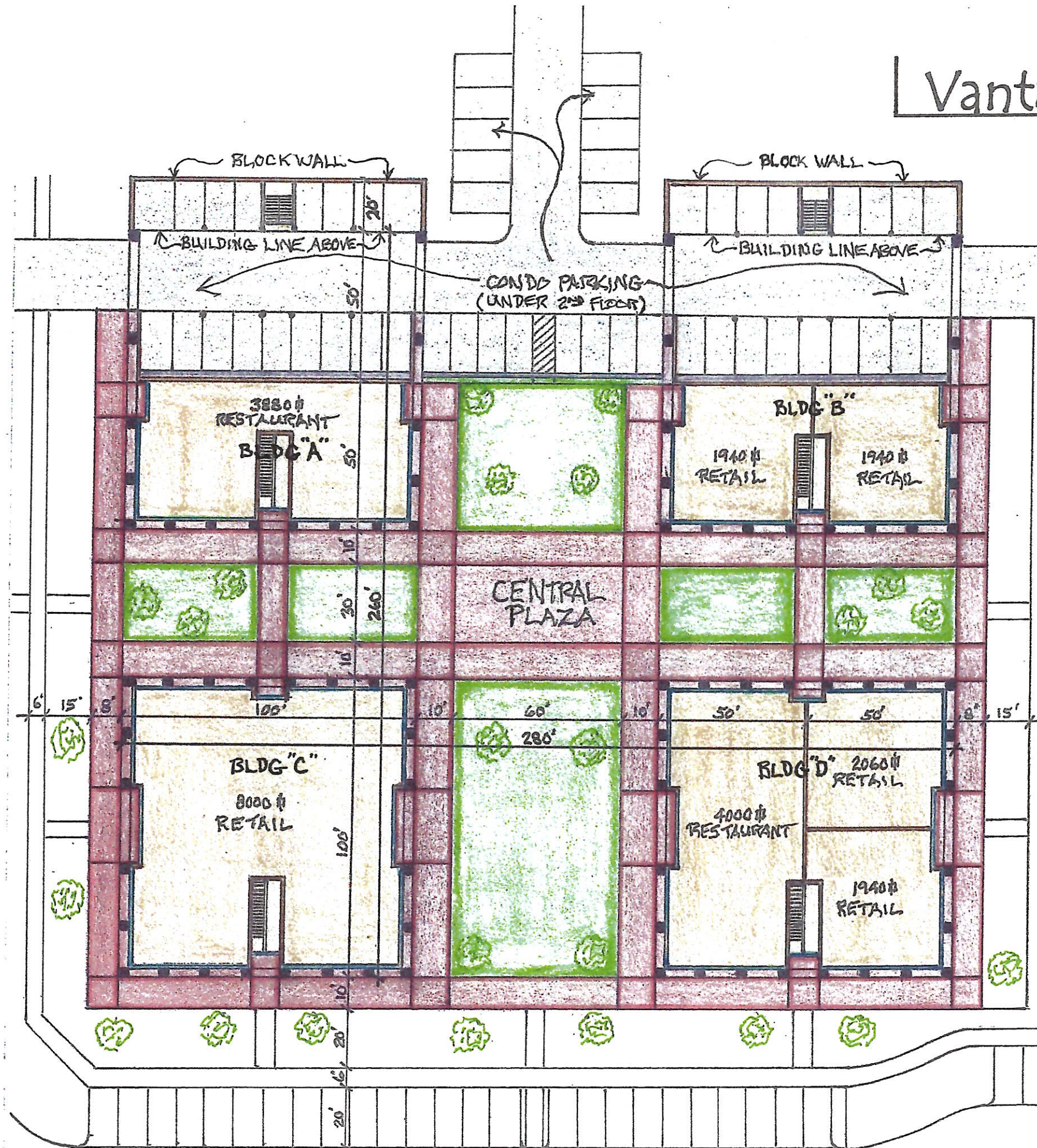
Cimarron Apartments Mixed-Use

2,016 SqFt - Commercial Space
12 each - 550 sf - 1 Bdrm / 1 Bath - Free Market Apartments
20 each - 840 sf - 2 Bdrm / 2 Bath - Free Market Apartments

Hard Surface / Bldg Footprint / Green Space Calc's						
	Wide	Long	SqFt		Acres	%
30' Wide Roadway	30	340	10200			
24' Wide Roadway	24	2258	54192			
9'x 20' Parking Spaces	180	270	48600			
Total Roadways & Parking			112992	2.6	29%	
2,500 Lf - 6' Walkways	6	2500	15000			
270 Lf - 8' Walkways	8	270	2160			
960 Lf - 10' Walkways	10	960	9600			
Center Plaza - 55'x 25'	55	25	1375			
Total Concrete Walkways & Plaza			28135	0.6	7%	
Bldg "A" Footprint 100'x 100'			10000			
Bldg "B" Footprint 100'x 100'			10000			
Bldg "C" Footprint 100'x 100'			10000			
Bldg "D" Footprint 100'x 100'			10000			
Bldg "E" Footprint 96'x 76'	96	76	7296			
Bldg "F" Footprint 72'x 76'	72	76	5472			
Bldg "G" Footprint 84'x 62'	84	62	5208			
Bldg "H" Footprint	84	62	5208			
ReMax Building Footprint			8000			
Total Building Footprints			71184	1.6	18%	
Total Hard Surfaces & Building Footprints				4.9	54%	
Green Space Balance				4.1	46%	
Total Acreage				8.955	100%	

Vantage Point Center

Commercial Center – 1st Floor – Page 2



Parking Requirements Calculations for Vantage Point Mixed-Use Building						
Commercial Space - 1 st Floor						
	Use	SF	Front of House %	Front of House SF	Factor	# of Parking Needed
Building "A"	Restaurant	3880	70%	2716.00	100	27
Building "B"	Retail	3880	80%	3104.00	250	12
Building "C"	Retail	8000	80%	6400.00	250	26
Building "D"	Restaurant	4000	70%	2800.00	100	28
Building "D"	Retail	4000	80%	3200.00	250	13
Total Commercial Parking Needed						106

Condo Parking - 2 nd & 3 rd Floor						
Building "A"	4 ea - 2 Bedroom Units					8
	4 ea - 3 Bedroom Units					12
Building "B"	4 ea - 2 Bedroom Units					8
	4 ea - 3 Bedroom Units					12
Building "C"	4 ea - 2 Bedroom Units					8
	4 ea - 3 Bedroom Units					12
Building "D"	4 ea - 2 Bedroom Units					8
	4 ea - 3 Bedroom Units					12
Total Condo Parking Needed						80

Parking Requirements Calculations for Cimarron Apart's Mixed-Use Buildings						
Commercial Space - 1 st Floors						
	Use	SF	Front of House %	Front of House SF	Factor	# of Parking Needed
Building "E"	Retail	1344	80%	1075.20	250	4
Building "F"	Retail	672	80%	537.60	250	2
Total Commercial Parking Needed						6
Commercial Parking Accounted for on Site Plan						6

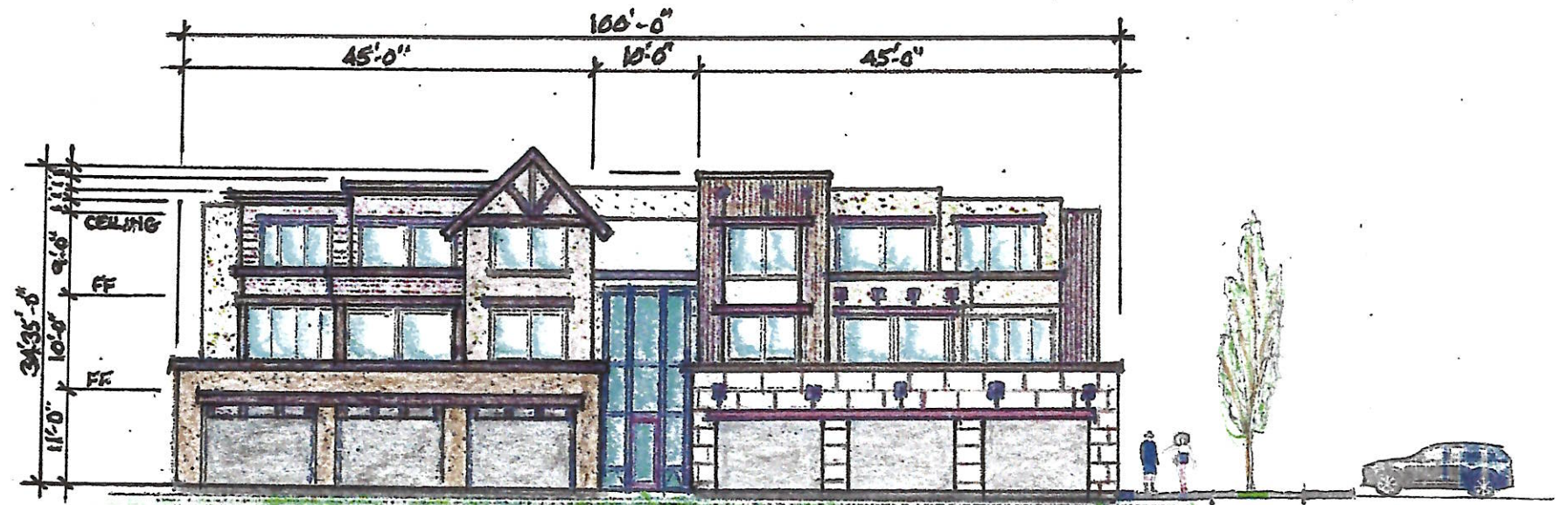
Apartments						
Building "E"	8 ea - 1 Bedroom Units					8
	10 ea - 2 Bedroom Units					20
Building "F"	4 ea - 1 Bedroom Units					4
	10 ea - 2 Bedroom Units					20
Total Apartments Parking Needed						52
Apartments Parking Showing on Site Plan						54

Parking Requirements Calculations for Town Affordable Site						
Building "G"	8 ea - 2 Bedroom Units					16
Building "H"	8 ea - 2 Bedroom Units					16
Total Apartments Parking Needed						32
Apartments Parking Showing on Site Plan						32

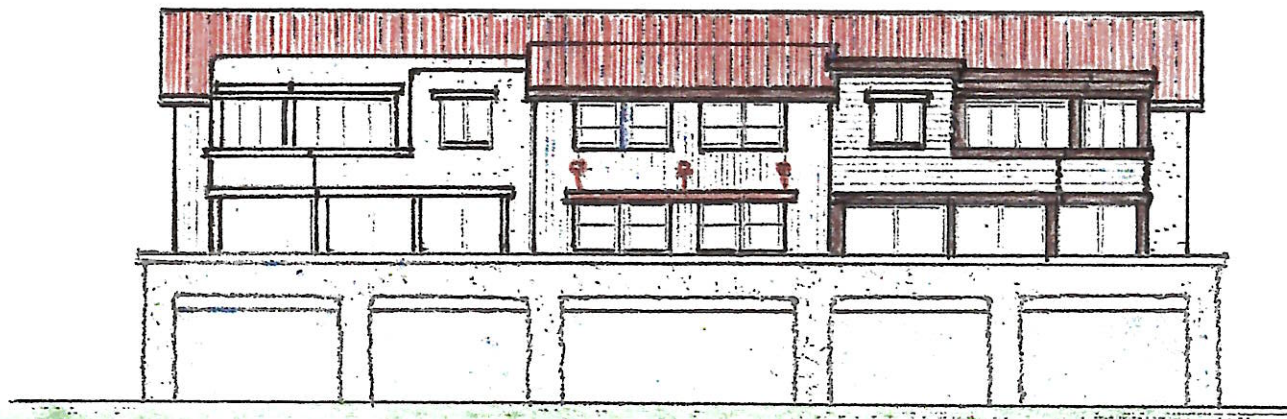
Parking Requirements Calculations for Remax Site						
Remax Building - Plated for 31 Parking Spaces						31
(5,400 SF Office Retail / 250 = 22 Spaces)						22
Total Parking Needed for Remax						?
Remax Parking Showing on Site Plan						31

Vantage Point Center

Commercial Center – Elevations – Page 3



NORTH-SOUTH VIEWS
BLDG'S - "A", "B", "C", "D"

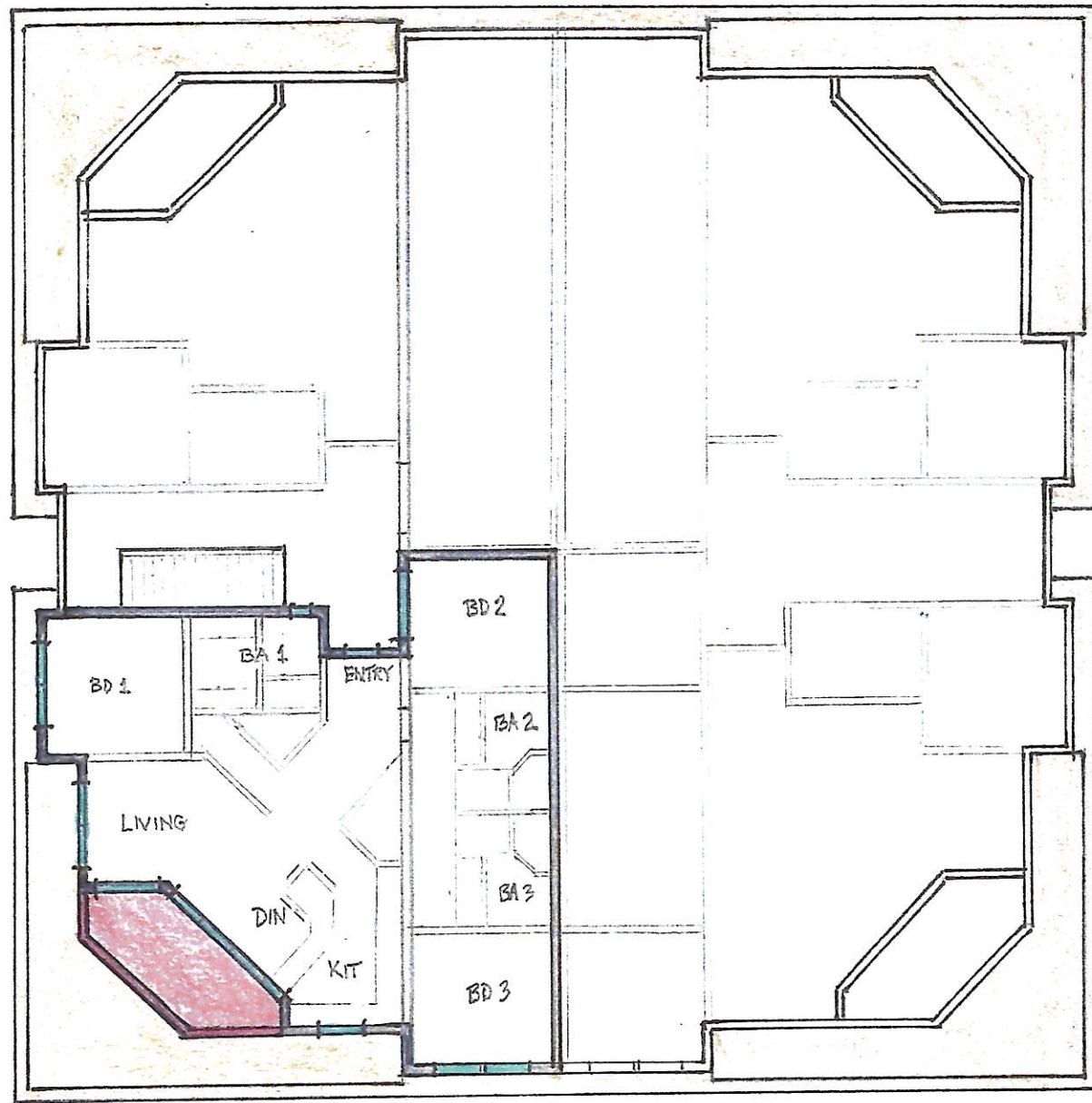


EAST-WEST VIEWS
BLDG'S - "A", "B", "C", "D"



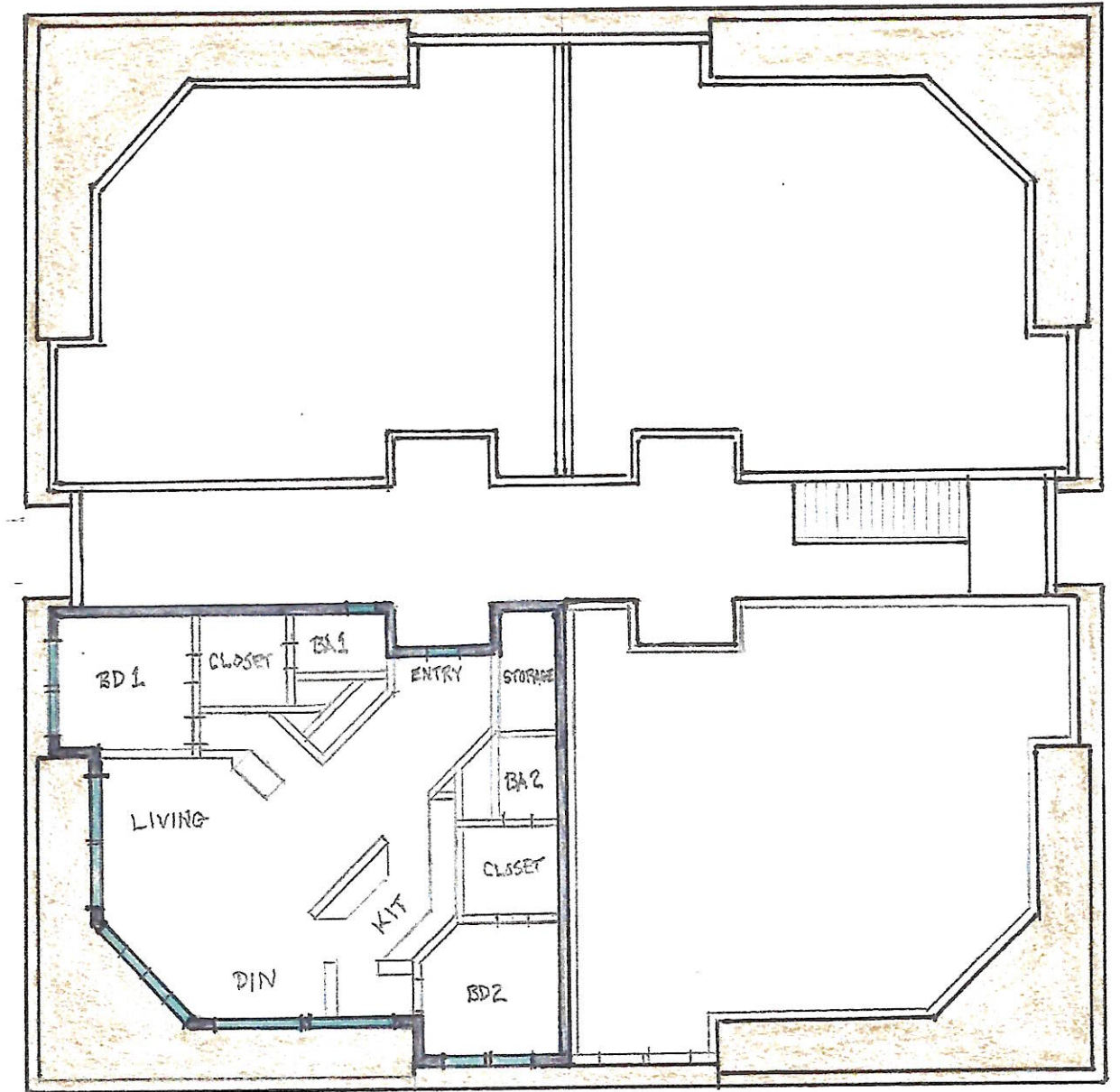
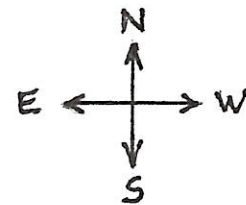
Vantage Point Center

Mixed - Use Condo's - 2nd & 3rd Floor's - Page 4



3RD FLR
3 BEDROOM

SCALE: 1/16" = 1'

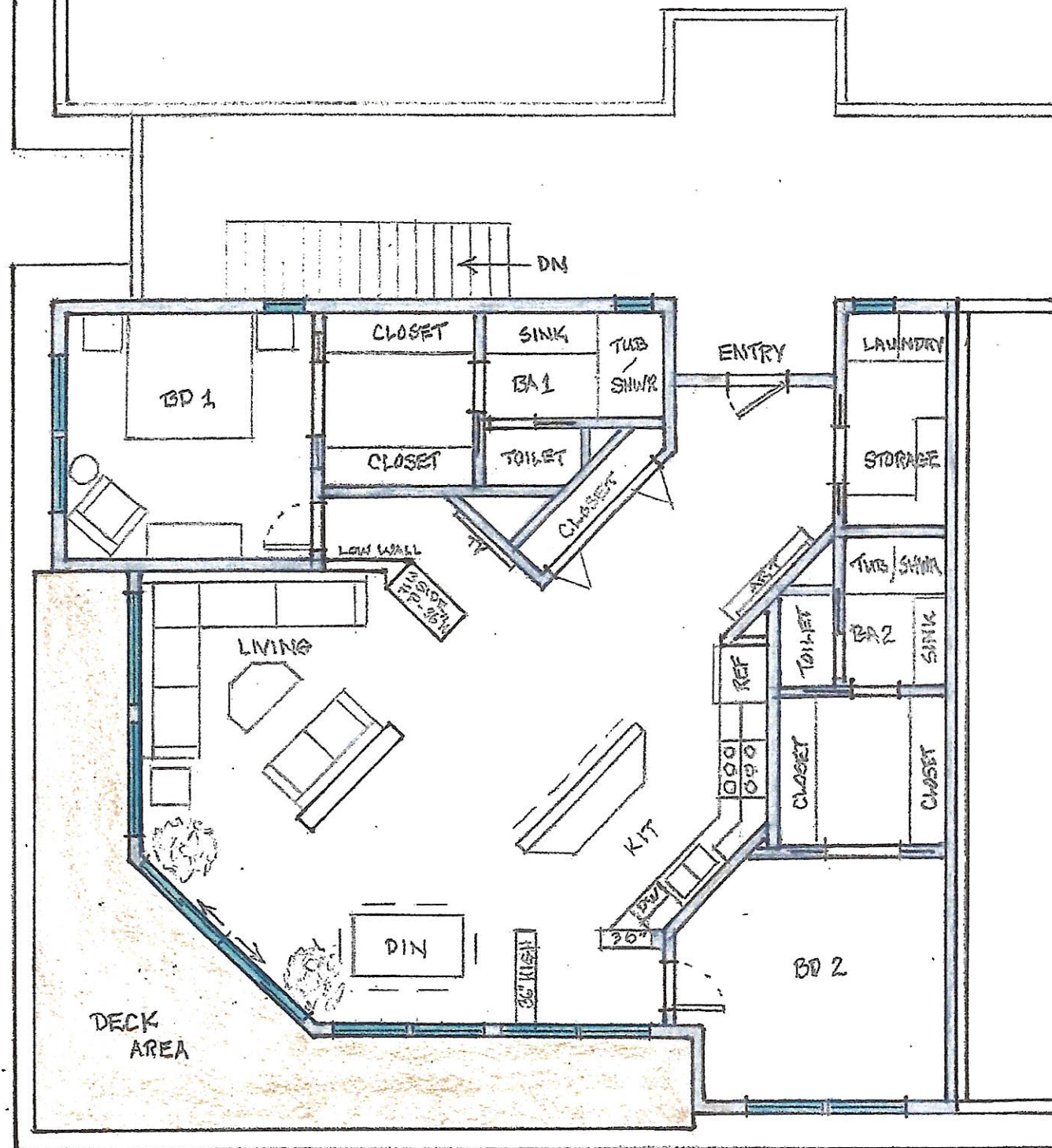


2ND FLR
2 BEDROOM

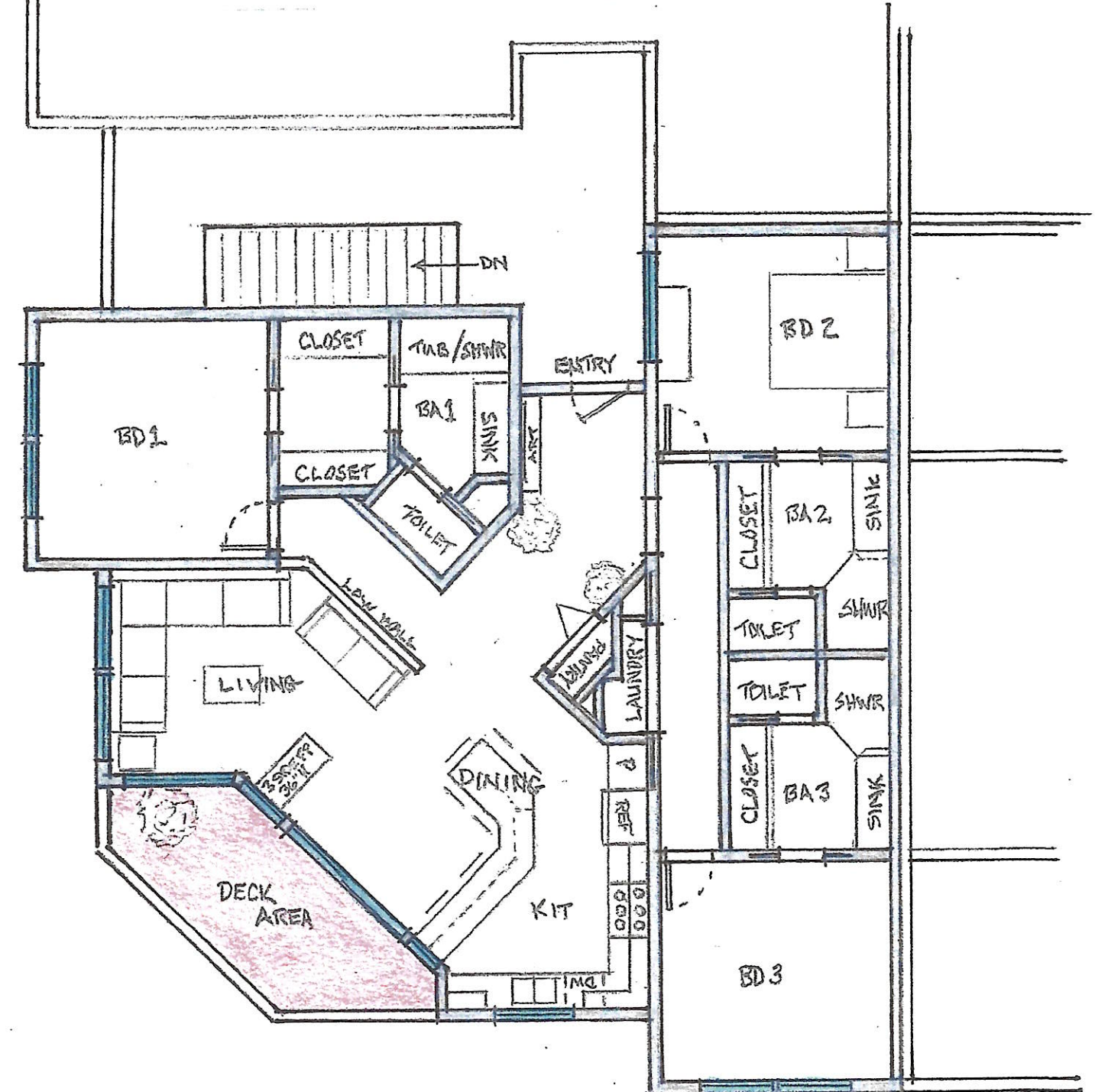
SCALE: 1/16" = 1'

Vantage Point Center

Larger Scale Condo Floor Plans – Page 5



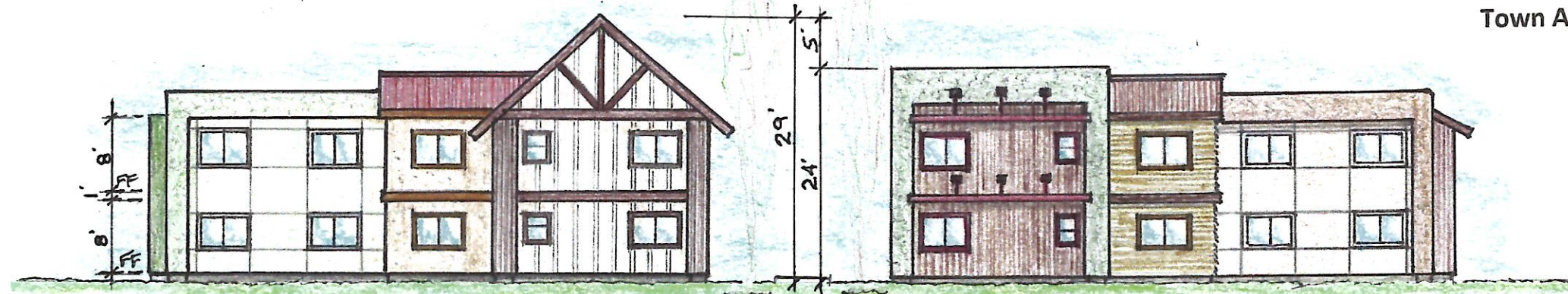
2ND FLR
1586 # LIVING
286 # DECK
SCALE: 1/8" = 1'
0 5 10



3RD FLR
1665 # LIVING
150 # DECK
SCALE: 1/8" = 1'
0 5 10

Vantage Point Center

Town Affordable Housing Plan – Page 6



EAST - WEST ELEVATIONS

BLDG "G"

SCALE: 1/8" = 1'

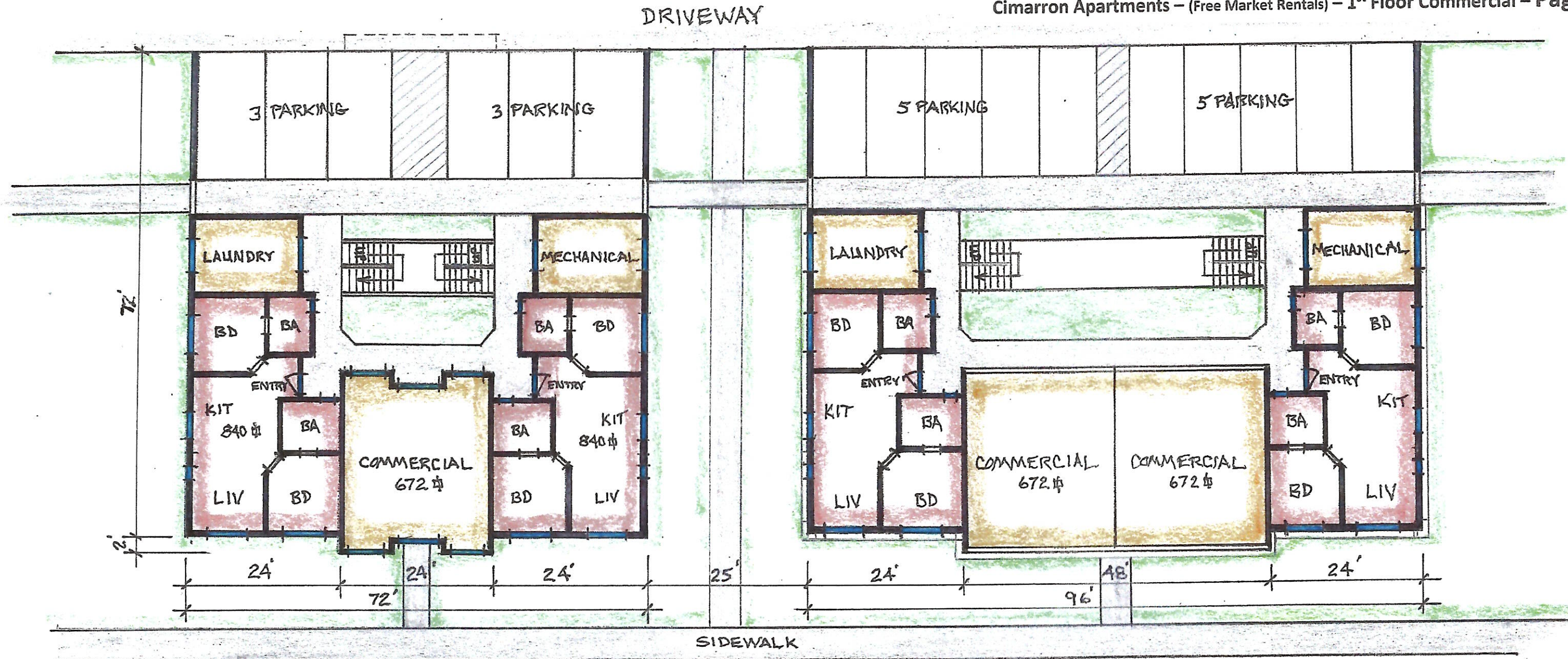
BLDG "H"



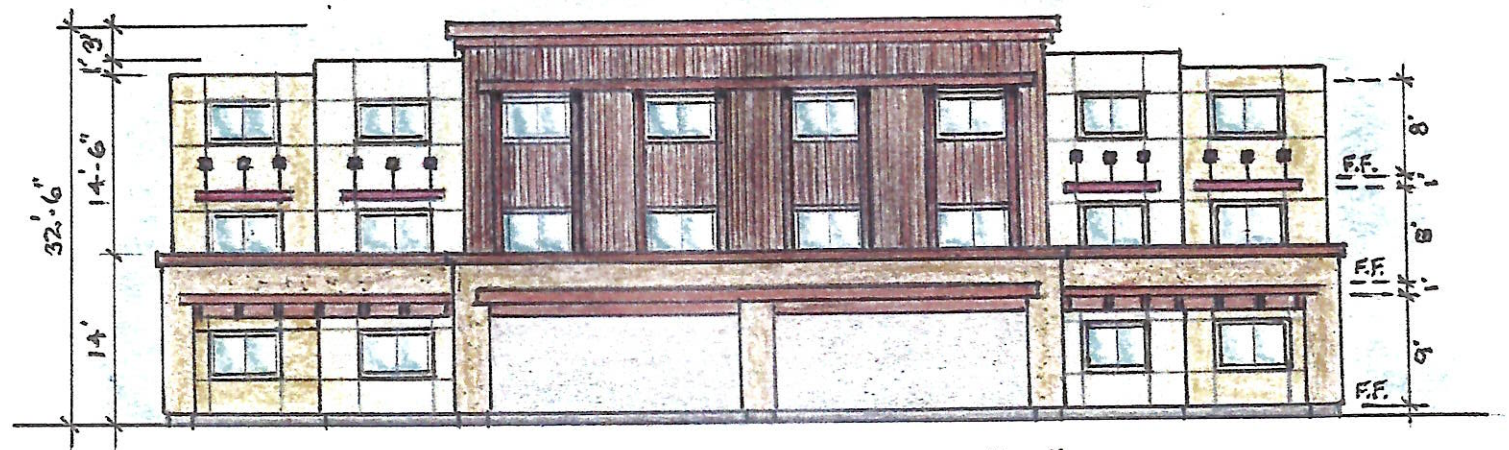
UNIT LAYOUT - 1ST + 2ND FLOOR
SCALE: 1/16" = 1'

Vantage Point Center

Cimarron Apartments – (Free Market Rentals) – 1st Floor Commercial – Page 7



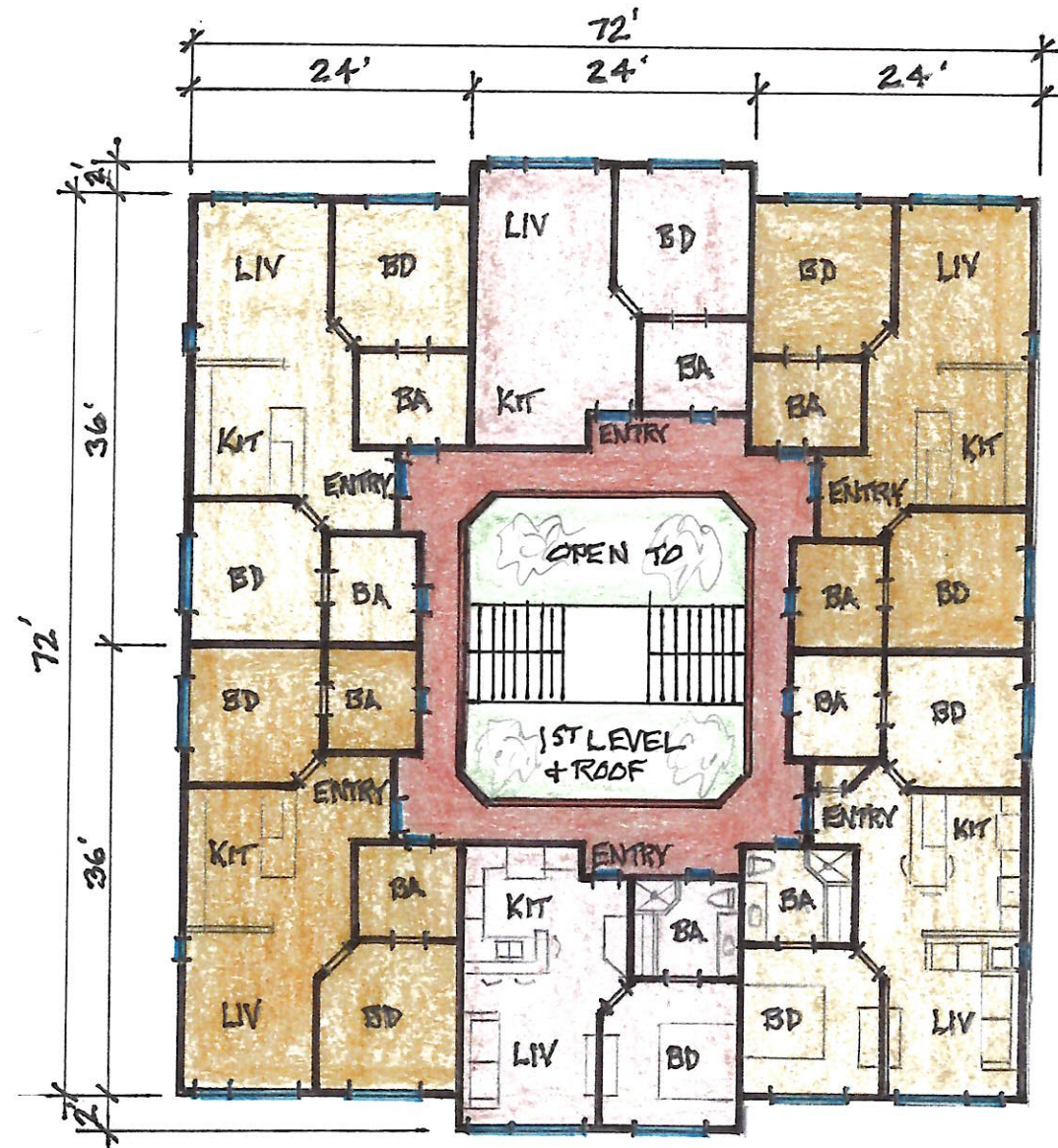
EAST VIEW - BLDG "F"
SCALE: 1/16" = 1'



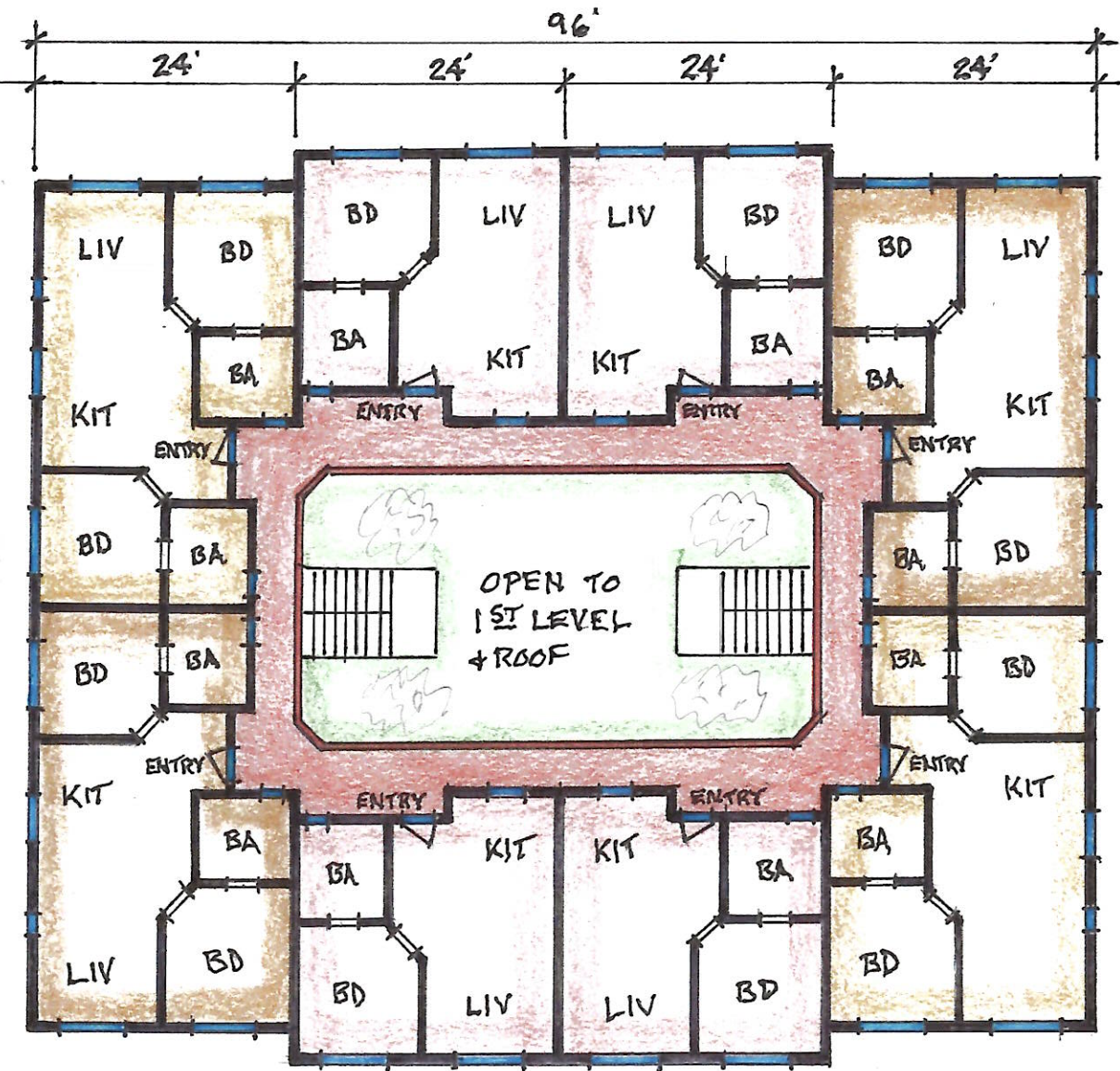
EAST VIEW - BLDG "E"
SCALE: 1/16" = 1'

Vantage Point Center

Cimarron Apartments – (Free Market Rentals) – 2nd & 3rd Floor Apartments – Page 8



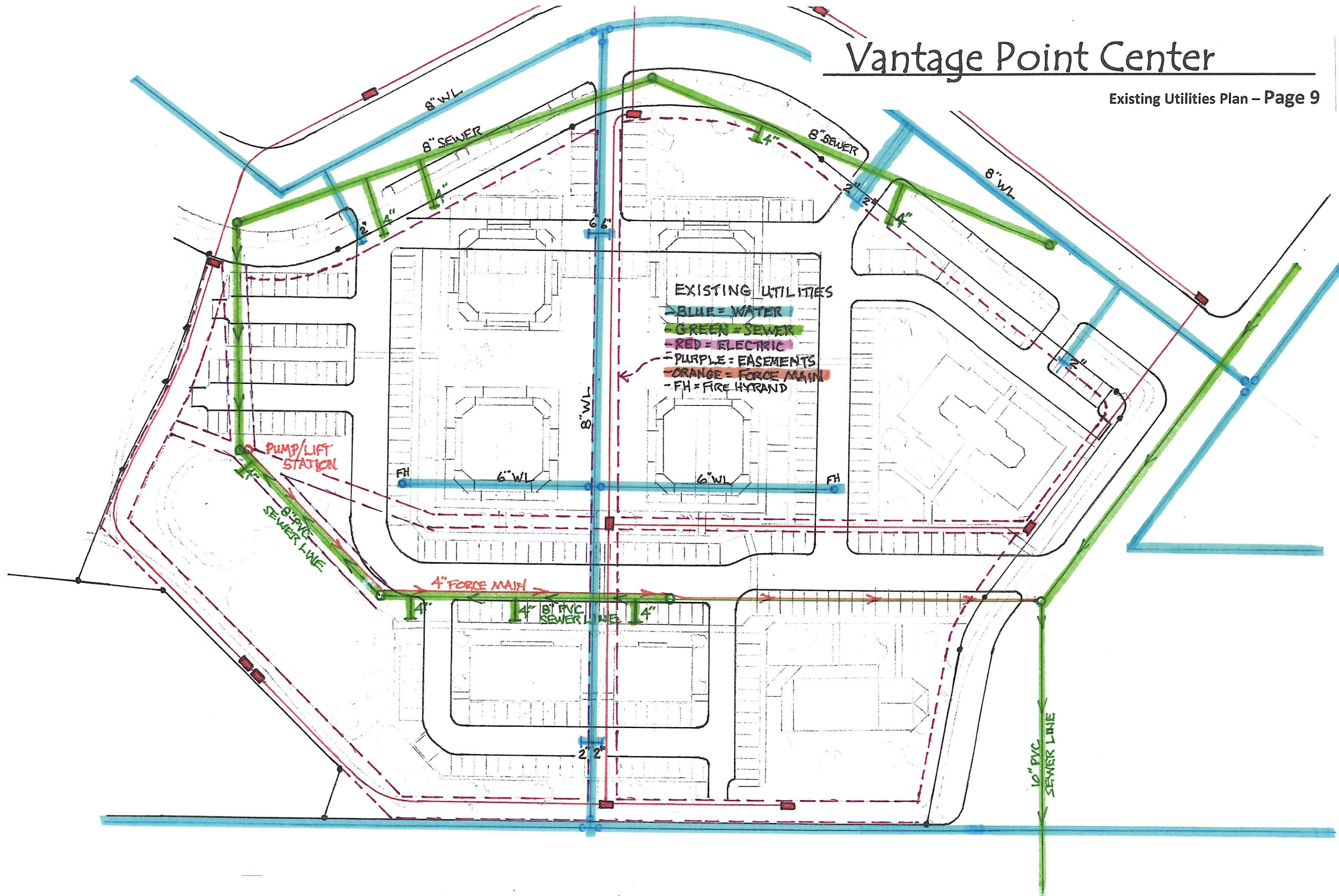
2ND + 3RD FLOOR - BLDG "F"
SCALE: $\frac{1}{16}" = 1'$



2ND + 3RD FLOOR - BLDG "E"
SCALE: $\frac{1}{16}" = 1'$

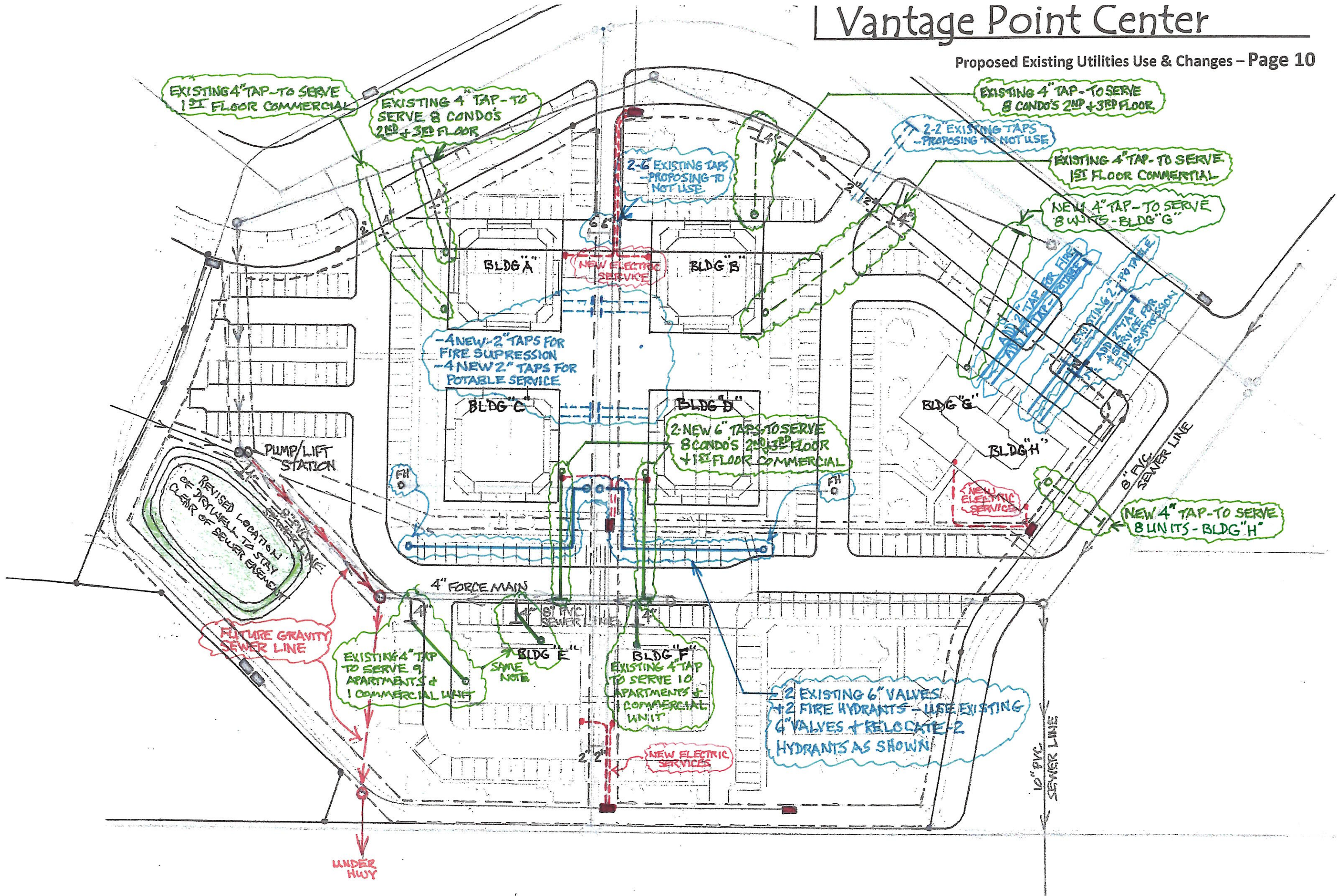
Vantage Point Center

Existing Utilities Plan – Page 9



Vantage Point Center

Proposed Existing Utilities Use & Changes – Page 10



Vantage Point Center

Sewer DFU Calculations – Page 11

LOTS 1+1A
EST=500 DFU

Vista Park Commons			
Drainage Fixture Unit Calculation			
	DFU	Quant	Total DFU's
24 Unit - 1 Bath Buildings			
2 Bath Units (Multiple Bath Group)	8	1	8
Kit Sink	2	1	2
Dishwashers	2	1	2
Cloths Washer	2	1	2
Total DFU's Per Unit			14
24 each - 1 Bath Homes			24
Total DFU's from Vista Park Commons			336

RVW & Grey Apartments			
Drainage Fixture Unit Calculation			
	DFU	Quant	Total DFU's
8 Unit - 2 Bath Buildings			
2 Bath Units (Multiple Bath Group)	8	8	64
Kit Sink	2	8	16
Dishwashers	2	8	16
Cloths Washer	2	8	16
Total DFU's Per 8 Unit Building			112
14 each - 8 Unit Buildings			14
Total DFU's from RVW & Grey Apartments			1568

Vantage Point Center - Employee Apartments			
Drainage Fixture Unit Calculation			
	DFU	Quant	Total DFU's
8 - 2 Bedroom Units (1st & 2nd Floor)	8	8	64
8 each - 2 Bath Units (Multiple Bath Group)	2	8	16
8 each - Kit Sink	2	8	16
8 each - Dishwashers	2	8	16
Common Washers	2	4	8
4 each - Cloths Washers			
Total DFU's Per Building "G"			104

Vantage Point Center - Town Apartments			
Drainage Fixture Unit Calculation			
	DFU	Quant	Total DFU's
8 - 2 Bedroom Units (1st & 2nd Floor)	8	8	64
8 each - 2 Bath Units (Multiple Bath Group)	2	8	16
8 each - Kit Sink	2	8	16
8 each - Dishwashers	2	8	16
Common Washers	2	4	8
4 each - Cloths Washers			
Total DFU's Per Building "H"			104

Vantage Point Center - Cimarron Apartments			
Drainage Fixture Unit Calculation			
	DFU	Quant	Total DFU's
8 - 1 Bedroom Units (2nd & 3rd Floor)	5	8	40
8 each - 1 Bath Unit	2	8	16
8 each - Kit Sink	2	8	16
8 each - Dishwashers	2	8	16
10 - 2 Bedroom Units (2nd & 3rd Floor)	8	10	80
10 each - 2 Bath Units (Multiple Bath Group)	2	10	20
10 each - Kit Sink	2	10	20
10 each - Dishwashers	2	10	20
Commercial Space + Common Washers	5	2	10
2 each - Bathroom Units	2	6	12
6 each - Cloths Washers			
Total DFU's Per Building "E"			214

Vantage Point Center - Cimarron Apartments			
Drainage Fixture Unit Calculation			
	DFU	Quant	Total DFU's
4 - 1 Bedroom Units (2nd & 3rd Floor)	5	4	20
4 each - 1 Bath Unit	2	4	8
4 each - Kit Sink	2	4	8
4 each - Dishwashers	2	4	8
10 - 2 Bedroom Units (2nd & 3rd Floor)	8	10	80
10 each - 2 Bath Units (Multiple Bath Group)	2	10	20
10 each - Kit Sink	2	10	20
10 each - Dishwashers	2	10	20
Commercial Space + Common Washers	5	1	5
1 each - Bathroom Units	2	4	8
4 each - Cloths Washers			
Total DFU's Per Building "F"			169

Sewer Line Analysis					
Line #	Existing Loads	Proposed Added Load	Total Existing Plus Added Lot 3 PUD	Other Loads Considered	Pipe Capacity
Line # 1					
Lot #28	25				
Lot #29	25				
Vantage Point - Employee Apts (Bldg "G")		104			
Vista Park Commons South	170				
Vantage Point - Mixed Use Bldg "B"		128			8" Capacity
Total Line # 1	220	232	348		2,100 DFU
Total Add Mixed-Use					OK
Line # 2					
From Line # 1	220	128			
Vista Park Commons North	170				
Vantage Point - Mixed Use Bldg "A"		134			8" Capacity
Total Line # 1 & # 2	390	262	652		2,100 DFU
Total Add Mixed-Use					OK
Line # 3					
From Line # 2	390	262	652		
Estimate for Lots 1 & 1A				500	10" Capacity
Total from Line # 2 + Lots 1 & 1A			1152		3,744
Line from Ridgway Village West & Grey Apartments					
From Line # 3			1152		
Ridgway Village West & Grey Apts				1562	10" Capacity
Total Line # 3 + RVW & Grey Apts			2714		3,744
Total Add Mixed-Use					OK
Line # 4					
Vantage Point - Cimarron Apts (Bldg "E")	214		406		8" Capacity
Vantage Point - Cimarron Apts (Bldg "F")	169		384		2,100
Total Line # 4			790		OK
Total Estimated DFU Load at Lift Station			3504		12" Capacity
Looks Like need to Increase Pipe Size to 12" from Lift Station to across Highway					6,500

Vantage Point Center
Drainage Fixture Unit Calculation

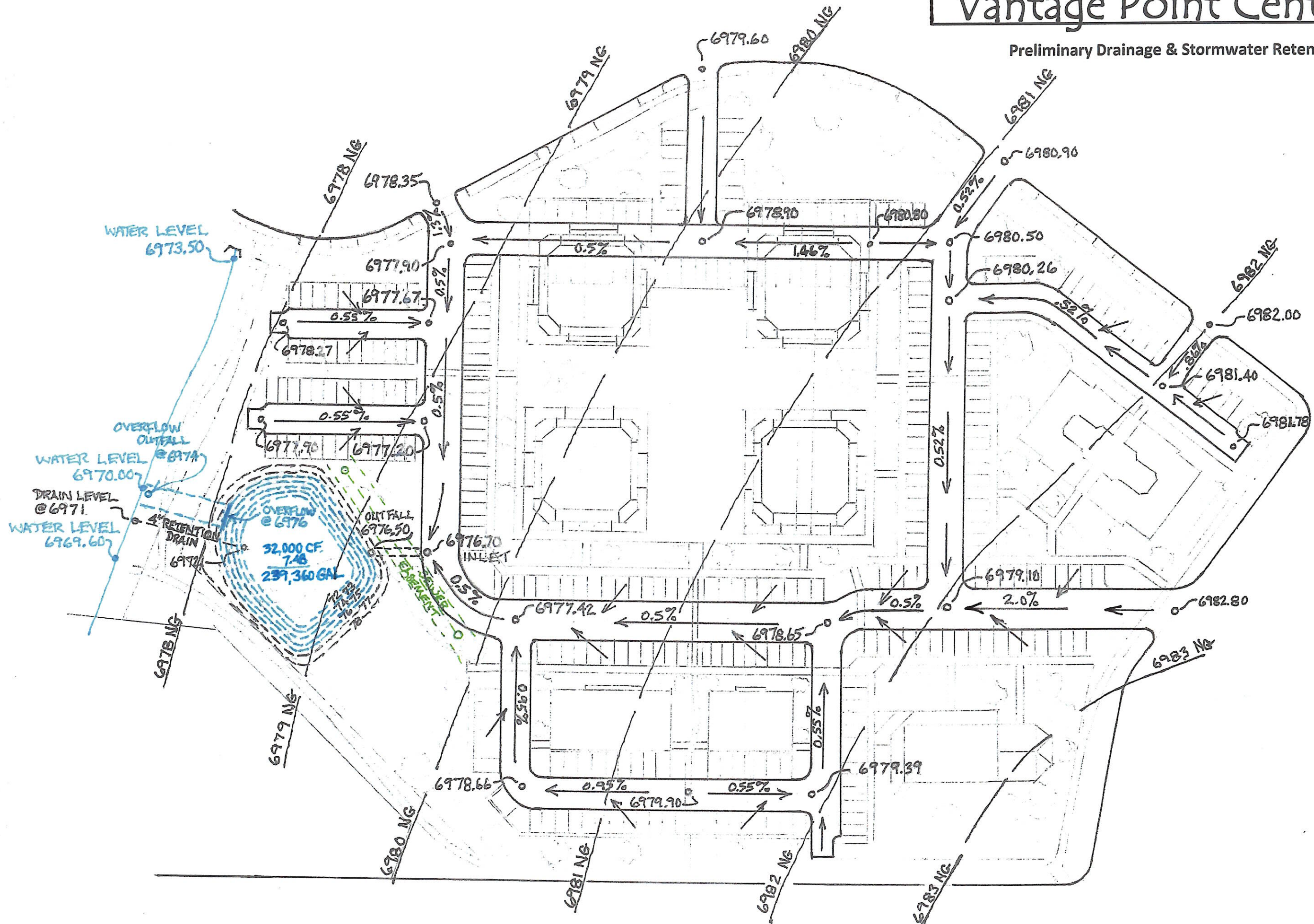
Vantage Point Center - Employee Apartments			
Drainage Fixture Unit Calculation			
	DFU	Quant	Total DFU's
8 - 2 Bedroom Units (1st & 2nd Floor)	8	8	64
8 each - 2 Bath Units (Multiple Bath Group)	2	8	16
8 each - Kit Sink	2	8	16
8 each - Dishwashers	2	8	16
Common Washers	2	4	8
4 each - Cloths Washers			
Total DFU's Per Building "G"			104

Vantage Point Center - Town Apartments			
Drainage Fixture Unit Calculation			
	DFU	Quant	Total DFU's
8 - 2 Bedroom Units (1st & 2nd Floor)	8	8	64
8 each - 2 Bath Units (Multiple Bath Group)	2	8	16
8 each - Kit Sink	2	8	16
8 each - Dishwashers	2	8	16
Common Washers	2	4	8
4 each - Cloths Washers			
Total DFU's Per Building "H"			104

Vantage Point Center - Cimarron Apartments			
Drainage Fixture Unit Calculation			
	DFU	Quant	Total DFU's
8 - 1 Bedroom Units (2nd & 3rd Floor)	5	8	40
8 each - 1 Bath Unit	2	8	16
8 each - Kit Sink	2	8	16
8 each - Dishwashers	2	8	16
10 - 2 Bedroom Units (2nd & 3rd Floor)	8	10	80
10 each - 2 Bath Units (Multiple Bath Group)	2	10	20
10 each - Kit Sink	2	10	20
10 each - Dishwashers	2	10	20
Commercial Space + Common Washers	5	2	10
2 each - Bathroom Units	2	6	12
6 each - Cloths Washers			
Total DFU's Per Building "E"			214

Vantage Point Center - Cimarron Apartments			
Drainage Fixture Unit Calculation			
	DFU	Quant	Total DFU's
4 - 1 Bedroom Units (2nd & 3rd Floor)	5	4	20
4 each - 1 Bath Unit	2	4	8
4 each - Kit Sink	2	4	8
4 each - Dishwashers	2	4	8
10 - 2 Bedroom Units (2nd & 3rd Floor)	8	10	80
10 each - 2 Bath Units (Multiple Bath Group)	2	10	20
10 each - Kit Sink	2	10	20
10 each - Dishwashers	2	10	20
Commercial Space + Common Washers	5	1	5
1 each - Bathroom Units	2	4	8
4 each - Cloths Washers			
Total DFU's Per Building "F"			169

Preliminary Drainage & Stormwater Retention Plan – Page 12



Vantage Point Center

Preliminary Drainage & Stormwater Calc's – Page 13

100 Year Flood Holding Calc's / Built Footprint / Green Space Balance							
8/17/2022							
Vantage Point Center - Lot 3 PUD = 8.955 Acres					SqFt Per Acre	Acres 8.955	Percent of Whole
Roof Area's		Each Bldg	# of Bldgs	Total SF			
Commercial / Mixed Use Bldg's (A, B, C, D)		10000	4	40000			
Commercial / Mixed Use Bldg's (E)		7296	1	7296			
Commercial / Mixed Use Bldg's (F)		5472	1	5472			
Town Affordable (Bldg G & H)		10600	1	10600		Building	
Remax Bldg		6500	1	6500		Coverage	
			Total	69868	43,560	1.60	17.9%
Hard Surfaces							
		LF	Width	SF			
Roads - Travel Aisles		340	30	10200		Road	
		2258	24	54192		Coverage	
			Total	64392	43,560	1.48	16.5%
Paved Parking	# of Spaces	Width	Length	SF		Parking	
	280	9	20	50400	43,560	1.16	12.9%
Concrete Walks		LF	Width	SF			
		2500	6	15000			
		270	8	2160			
		960	10	9600		Walks	
		Plaza		1375		Coverage	
			Total	26760	43,560	0.61	6.9%
		Total Hard Surface Run-Off		141552	43,560	3.25	36.3%
		Total Roof Area		69868	43,560	1.60	17.9%
		Total Roof Area + Hard Surface		211420	43,560	4.85	54.2%
Green Space Balance				178659.8	43560	4.10	45.8%

New Development 100 Year Flood Calculations									
Rational Method C x I x A / 96.23				Q =	Coefficient of Run-Off	Rainfall Intensity	Total Area	Area Adjustment	Divided By 96.23 = Q Q = Gallons per Minute in 100 Year Event
				C x	I x	A /	96.23		Q
Roof Area				1	1.75	69868	122269		1270.59
Roads & Other Hard Surface				1	1.75	141552	247716		2574.21
Landscaped Area				0.35	1.75	178660	109429		1137.16
Gallons per Minute - Developed Land									4981.96
Pre-Development Calculations									
				C x	I x	A /	96.23		Q
Pre-Development (8.955 Acres)				0.35	1.75	390080	238924		2482.84
	Acres	Per Acre	Total SF						
	8.955	43560	390079.8						
				GPM Pre-Development					(2482.84)
				GPM Developed					4981.96
				GPM Added					2499.12
				Minutes - Duration					60
Prelim Containment Storage Plan (See Pg 11 - 240,000 Gal Capacity)				Gallons to Mitigate					149947.27
				Gal to CF					7.48
				CF Required					20046.43

Owners Agent Authorization for Ridgway Land Company LLLP, Lot PUD

Aug 3, 2021

I hereby authorize Jack B. Young and Joseph Nelson DBA 2 Build Ridgway LLC to act as our owners agent for Lot 3 PUD, in all matters creating the first amendment to the Lot 3 PUD with the Town of Ridgway. 2 Build Ridgway LLC will be the developers of the property.

Managing Partner, Ridgway Land Company

A handwritten signature in black ink, appearing to read 'Rob Hunter', is written over the printed name.

Rob Hunter

Aug 3, 2021

FINAL PLAT
LOT 3, PUD RIDGWAY LAND COMPANY SUBDIVISION

LOT DATA

TRAVEL AISLES	99,167 S.F.
PARKING AREA	58,580 S.F.
LANDSCAPE AREA	150,266 S.F.
SIDEWALKS	17,879 S.F.

LOT 3 8.955 Ac.

Dwelling Units	0
Comm. Bldg. Envelopes	9
Parking Spaces	368

BUILDING ENVELOPES

A	12,950.0 S.F.
B	11,700.0 S.F.
C	6,750.0 S.F.
D	5,400.0 S.F.
E	2,160.0 S.F.
F	6,525.0 S.F.
G	6,000.0 S.F.
H	4,090.5 S.F.
I	8,630.9 S.F.
TOTAL	64,206.4 S.F.

101-109 = RURAL ADDRESS

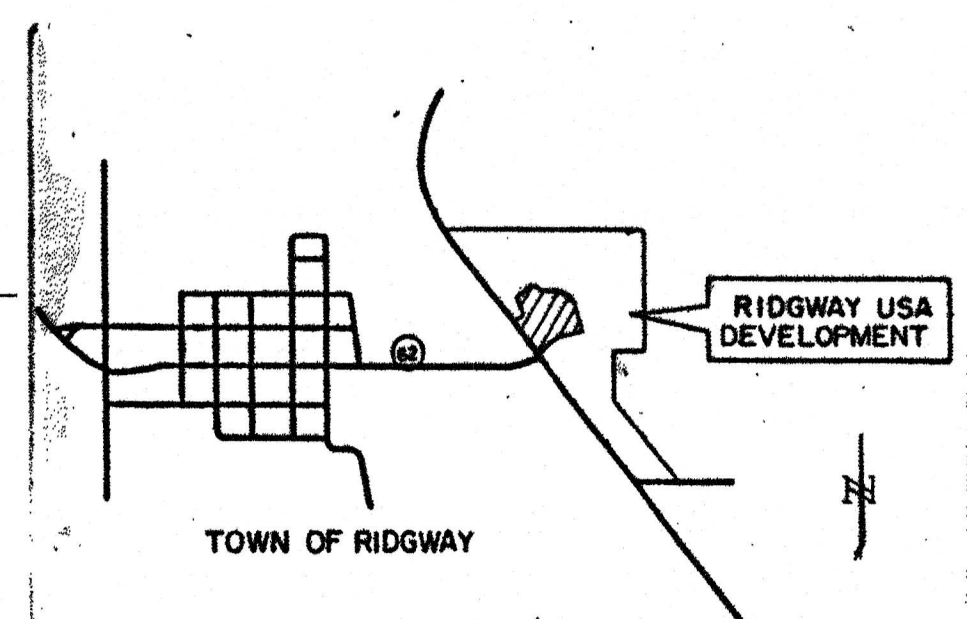
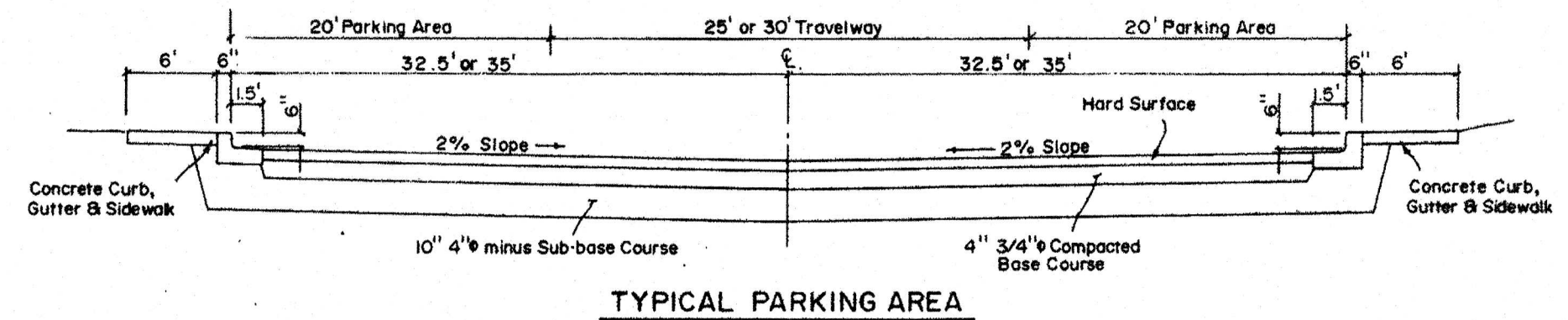
UNIT	PARKING SPACES	TOTAL CUSTOMER FLOOR AREA
A	74	18,500 Maximum Sq. Ft.
B	67	16,750 " " "
C	39	9,750 " " "
D	31	7,750 " " "
E	12	3,000 " " "
F	37	9,250 " " "
G	34	8,500 " " "
H	24	6,000 " " "
I	50	12,500 " " "
TOTAL	368	92,000 Maximum Sq. Ft.

NOTE: ONE PARKING SPACE REQUIRED PER 250 SQ. FT. OF CUSTOMER FLOOR AREA. ALL INTERIOR PARKING IS 90° TO TRAVELWAY, 8' x 20' MIN.
- CUSTOMER FLOOR AREA CAN BE TRANSFERRED BETWEEN UNITS (BUILDING ENVELOPES) AS PROVIDED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REFERENCED ON SHEET 2 HEREOF.

● = Found Rebar & Survey Cap LS 12180

CURVE DATA

No.	DELTA	RADIUS	TAN.
1	44°19'40"	160.00'	65.18'
2	64°27'02"	230.00'	144.98'
3	90°00'00"	20.00'	20.00'
4	28°22'57"	150.00'	35.16'
5	00°08'17"	12,013.65'	14.48'
6	11°30'00"	188.55'	18.99'
7	11°00'00"	217.32'	20.92'



FINAL PLAT
LOT 3, PUD
RIDGWAY LAND CO. SUBDIVISION

BOOK 24 PAGE 1
DATE 6-12-90

DESIGNED
DRAWN
CHECKED

TOWN OF RIDGWAY, COLO.

RIDGWAY USA DEVELOPMENT

MESA ENGINEERING
P.O. BOX 1287 - MONTROSE, COLORADO

SHEET 1 OF 2 FILE NO. 87-61

KNOW ALL MEN BY THESE PRESENTS that I the undersigned, being an authorized general partner of the record owner of a tract of land situated in Section 16, Township 45 North, Range 8 West, N.M.P.M., Town of Ridgway, Colorado, containing 8.955 acres, more or less, and being more particularly described as follows:

have by these presents caused the above described property to be laid out as a Planned Unit Development, as shown herein, under the name and style of LOT 3, P.U.D., RIDGWAY LAND COMPANY SUBDIVISION, and do hereby dedicate to the Town of Ridgway utility easements indicated for Town of Ridgway and public utilities for the installation and maintenance of water and sewer lines and facilities, gas, power, telephone and CATV. The bikeway, landscape, irrigation waterline and directional sign easements, Chimney Peak Lane, Village Square West, parking spaces, aisles and areas, and all common areas are reserved for use pursuant to Declaration of Covenants, Conditions and Restrictions recorded in Book 215, Page 870 of the Ouray County Records. 874

By Robert N. Hunter, Jr.
Robert N. Hunter, Jr., Managing General Partner

The foregoing Certificate of Ownership and Dedication was acknowledged before me this 26th day of June, 1990, by Robert N. Hunter, Jr., Managing General Partner of Ridgway Land Company a Colorado Limited Partnership. Witness my hand and official seal. My commission expires 8/16/1993

The undersigned holder of a lien or encumbrance affecting this property does hereby consent to the subdivision, public dedications and the reservations of easements as stated in the Certificate of Ownership and Dedication and as otherwise described hereon.

By Thomas L. Dutcher
Thomas L. Dutcher, President

The foregoing Certificate was acknowledged before me this 26th day of June 1990
by Thomas L. Dutcher, President, United Bank of Montrose, National Association. Witness my hand
and official seal. My commission expires August 16, 1993

This plat is subject to the Plat Restrictions recorded in Book 217, Page 4041 of the Ouray County Records, and Subdivision Improvements Agreement recorded at Book 217, Page 4354 of the Ouray County Records.

I, William D. Wiley, a Registered Land Surveyor in the State of Colorado, do hereby certify that there are no roads, pipelines, irrigation ditches or other easements in evidence or known to me to exist on or across said property except as shown on this plat. I certify that I have made the survey represented by this plat and that the plat accurately represents said survey, and conforms to all subdivision regulations of the Town of Ridgway, Colorado. I further certify that all monuments shown herein actually exist and their positions are as shown.

The undersigned hereby certifies that the water, sewer, fire protection and drainage systems and the streets, as shown hereon meet all requirements of Town of Ridgway specifications and standards or are as otherwise agreed upon between the Town of Ridgway and Ridgway Land Company, a Colorado Limited Partnership.

I hereby certify that I have examined Chicago Title Company title commitments/policies, Nos. ST 17093 pertaining to this property and that, according thereto, all record owners and holders of liens and encumbrances affecting the property have executed this plat and joined in the subdivision, public dedications and reservations of easements indicated hereon, except for current general taxes and the following none

Approved by the Planning Commission, Town of Ridgway, Colorado, this 29th, day of MAY, 1990.

Approved by the Mayor and Board of Trustees of the Town of Ridgway, Colorado, this 27th day of June, 1990.

Approved for recording this 9th day of OCTOBER, 1990.

This plat was filed for record in the office of the Clerk & Recorder of Ouray County, Colorado at 10:25 a.m. on this 9th day of October, 1990, with Reception No. 147702

Robert A. Smith
Ouray County Clerk & Recorder


SEWER SURCHARGE - Sewer service may be subject to a surcharge for costs associated with the sewer lift station and force mains.

PARKING RESTRICTION - Parking of vehicles larger in size than parking spaces, including recreational vehicles, is prohibited.

SECTION III, CC&R'S - Section III of the Declaration of Covenants, Conditions and Restrictions, as recorded in Book 215 at Page 254 of the Ouray County public records, shall not be amended without written approval of the Town of Ridgway. The Town may enforce compliance with said Section III by an action for specific performance and shall be entitled to recover its expenses and attorney's fees incurred in any such action.

BUILDING ENVELOPE SUBDIVISION - Further subdivision of the Building Envelopes, as shown hereon, shall be accomplished pursuant to those provisions for lot splits currently contained in Section 7-4-9 of the Town of Ridgway Municipal Code. Deeds and other instruments of conveyance submitted to the Town shall be approved, if found to be in conformance with the provisions of the planned unit development plan.

USE RESTRICTIONS - No travel home parks or drive-in theaters are allowed.

BOOK _____ PAGE _____ DATE <u>6-12-90</u>		FINAL PLAT LOT 3, PUD RIDGWAY LAND CO. SUBDIVISION	
DES. _____ DRWN _____ CH. _____		REVISED _____ TOWN OF RIDGWAY, COLO.	
		RIDGWAY USA DEVELOPMENT	
		MESA SURVEYING P.O. BOX 1287 MONTROSE, COLORADO	
		SHEET <u>2</u> OF <u>2</u> FILE NO. <u>87-61</u>	

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for

The Ridgway USA Development

- The Ridgway Land Company Subdivision
(including The Lot 3 PUD)
- The Replat of the Eastside Subdivision

by

Ridgway Land Company, A Colorado Limited Partnership

June 29, 1990

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made this 29th day of June, 1990, by RIDGWAY LAND COMPANY, a Colorado Limited Partnership, whose address is P. O. Box 500, Ridgway, Colorado (hereinafter "Declarant").

RECITALS

This Declaration is made in contemplation of and with reference to the following facts, understandings, and intentions of the Declarant:

A. The Declarant is the owner of that certain real property in the Town of Ridgway, Colorado, described in Exhibit "A" attached hereto and incorporated herein by this reference and known as the Ridgway U.S.A. Development.

B. The Ridgway U.S.A. Development is being developed as a planned business/professional/commercial development and includes the Ridgway Land Company Subdivision, the Replat of the Eastside Subdivision, and the P.U.D. Plat of Lot 3, Ridgway Land Company Subdivision. It is the Declarant's desire and intention to subject the real property in said development to certain covenants, conditions, and restrictions for the benefit of the Property, the Declarant, and the purchasers of lots in the Ridgway U.S.A. Development. It is intended that said covenants, conditions, and restrictions bind and benefit not only said purchasers and the Declarant but also their respective successors, heirs, and assigns, and that all lots, building areas, and common areas in the Ridgway U.S.A. Development should be held, used, leased, sold, and conveyed subject to the covenants, conditions, and restrictions set forth in this Declaration.

C. It is the purpose of these Covenants, Conditions, and Restrictions to ensure proper development and use of the Property, to protect the investment of the owner of each lot or building area against such improper development and use of surrounding lots or building areas as will depreciate the value of his parcel, to prevent the erection on the Property of structures built of improper design or materials, to encourage the erection of attractive improvements at appropriate locations, to prevent haphazard and inharmonious improvements, to secure and maintain proper setbacks from streets and adequate free spaces between structures, and, in general, to provide adequately for a high type and quality of improvement of the Development in accordance with a general master plan.

I.

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

1.1 "Association" shall mean and refer to Ridgway U.S.A. Association, Inc., a Colorado Non-Profit Corporation. This is the Declaration of Covenants, Conditions, and Restrictions to which the Articles of Incorporation and By-Laws of the Association make reference.

1.2 "Board of the Association" or "Board" shall mean and refer to the Board of Directors of the Association or their duly-appointed representatives in accordance with the By-Laws, rules, and regulations of the Association.

1.3 "Building Area(s)" shall mean and refer to those portions of Lot 3 to be devoted from time to time to building improvements within the Building Envelope. Building improvements shall not exceed the Floor Area allocation for the Building Envelope within which the building improvement is constructed, except to the extent that a Floor Area allocation has been transferred from another Building Envelope as herein provided.

1.4 "Building Envelope" shall mean and refer to those areas of Lot 3 as shown on the Final Plat, within which Building Area(s) may be created. Upon the construction of a building within a Building Envelope according to the terms hereof, a Building Envelope shall be converted to Building Area and/or Common Area. Until a building is constructed, the Owner shall be the Owner of a Building Envelope.

1.5 "Common Area" shall mean and refer to all real and/or personal property that the Association and/or the Declarant owns for the common use and enjoyment of the members of the Association or any portion thereof, and all real and/or personal property within or in the vicinity of the Property in which the Association and/or the Declarant has an interest for the common use and development and enjoyment of the members of the Association, including, without limitation, a right of use (such as but not limited to easements for surface water collection and retention). The use of the Common Area shall be restricted to parking, park landscape, entry features, directional graphic system, drainage, landscape medians, security, safety, bicycle paths, roads, project lighting, water retention and collection facilities, and recreational purposes, or any other use to which a majority of the membership of the Association may accede. "Common Area" shall also mean and refer to all of those portions of Lot 3 except the Building Areas and shall include those portions of the Building Areas on Lot 3 which are not from time to time used or cannot under the terms of this Declaration be used

for buildings and which shall become part of the Common Area for the uses permitted hereunder and shall be improved, kept, and maintained as provided in this Declaration. An area converted to Common Area on Lot 3 may be converted back to Building Area by development as Building Area, if at the time of conversion back to Building Area it meets the requirements of this Declaration. "Common area" shall also mean and refer to those portions of Lots 6 to 13 located between impervious surfaces and/or buildings and/or fences on said lots and the right-of-way line of U. S. Highway 550.

1.6 "Conversion to Common Areas" shall mean and refer to those portions of the Building Areas on Lot 3 which are not from time to time used or cannot under the terms of this Declaration be used for buildings, which shall become part of the Common Area for the uses permitted hereunder and shall be improved, kept, and maintained as provided in this Declaration. An area converted to Common Area may be converted back to Building Area by development as Building Area, if at the time of conversion back to Building Area it meets the requirements of this Declaration.

1.7 "Declarant" shall mean and refer to Ridgway Land Company, a Colorado Limited Partnership, or its successors or assigns, if any such successor or assign acquires any undeveloped portion of the Ridgway U.S.A. Development from the Declarant for the purpose of development and is designated as such by the Declarant.

1.8 "Final Plat" shall mean and refer to the Final Plats of the Ridgway Land Company Subdivision, the Plat of the Resubdivision of the Eastside Subdivision, and the Plat of Lot 3 P.U.D. of the Ridgway Land Company Subdivision, as amended from time to time, and as recorded with the Office of the Clerk and Recorder, Ouray County, Colorado.

1.9 "Customer Floor Area" shall mean and refer to that area within a commercial structure, inside interior walls, to which the general public has or is normally or routinely allowed access to conduct business.

1.10 "Floor Area Allocation" shall mean and refer to the Customer Floor Area limitation shown on the Final Plat for buildings constructed in Building Envelopes on Lot 3.

1.11 "Lot" shall mean and refer to any parcel of the Property (including but not limited to Building Envelopes), together with any and all improvements thereon, whether or not platted in the public records of Ouray County, Colorado, and shall specifically refer to Lots and Building Envelopes as designated on the plat, and any amendments thereto, described in Exhibit "A".

1.12 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title

to any Lot, Building Area, or Building Envelope that is a part of the Property, including contract sellers (but not contract purchasers) and the Declarant. An Owner may, upon written notice to the Declarant, assign all or part of his rights but not his duties hereunder to Owner's tenant.

1.13 "Ridgway U.S.A. Development," "Development," or "Property" shall mean and refer to all such existing properties and additions thereto as they are subject to this Declaration, or any supplemental Declaration and shall initially include the real property described in Exhibit "A".

II.

PROPERTY RIGHTS AND EASEMENTS

2.1 Subject to the limitations hereinafter provided, all Owners, their successors, assigns, tenants, customers, licensees, and invitees, and the employees, customers, and invitees of such tenants and for the benefit of the Lot, Building Envelope, or Building Area belonging to the other Owners, shall have a non-exclusive perpetual easement in and to the Common Area that shall be appurtenant and shall pass with title to every Lot, Building Envelope, and Building Area, for ingress and egress by vehicular and pedestrian traffic, and vehicle parking upon, over, and across the Common Area, the parking areas and spaces, driveways and access ways, sidewalks and walkways, exits and entrances, and other portions of the Common Area as said areas may from time to time be developed, altered, or modified, subject to the right of the Association to promulgate rules and regulations for the use and enjoyment thereof, and suspend the enjoyment and voting rights of any Owner for any period during which any assessment for common expenses 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 a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Owner's obligations to pay the assessment. All Owners shall also have a perpetual easement in common with the Owners of all other Lots, Building Envelopes, and Building Areas to use all pipes, wires, cables, public utility lines, and other common elements serving its Lot, Building Envelope, or Building Area.

2.2 The Association or the appropriate utility, its successors, and assigns shall have the following perpetual easements with respect to the Property:

- A. A perpetual and exclusive easement for the maintenance of any common elements as shown on the Final Plat, which may presently or hereafter encroach upon a Lot, Building Envelope, or Building Area; and

- B. The Association, through the Board or any manager or managing agent or their respective agents or employees shall have the perpetual and non-exclusive right of access to each Lot, Building Envelope, and Building Area (i) to inspect same for the purpose of verifying conformance with these Covenants, the By-Laws, the Articles of Incorporation, and any rules and regulations of the Association; (ii) to remedy any violations set forth in these Covenants, the Articles of Incorporation, the By-Laws, or in any rules and regulations of the Association; and (iii) to perform any operations required in connection with the maintenance, repairs, or replacements of or to the Common Area, or any equipment, facilities, or fixtures affecting or serving other Lots, Building Envelopes, Building Areas, or the Common Area; provided that requests for entry are made in advance and that any such entry is a time reasonably convenient to the Owner. In case of an emergency, such right of entry shall be immediate whether the Owner is present at the time or not; and
- C. A perpetual blanket and non-exclusive easement in, upon, over, under, across, and through the Common Area for surface water runoff and drainage, grading, and/or the improvements located upon the Property. No individual Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Property; and
- D. A blanket perpetual and non-exclusive easement in, upon, over, across, and through the Common Areas for the purpose of the installation, maintenance, repair, service, and replacement of all sewer, water, power, gas, cable TV, telephone, and utility pipes, lines, mains, conduits, waters, poles, transformers, meters, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system serving the Development, the Lots, the Building Envelopes, and the Building Areas, which easement shall be for the benefit of any governmental agency or utility company or other entity that requires same for the purpose of furnishing one or more of the foregoing services.
- E. A perpetual blanket and non-exclusive easement in, upon, over, under, across, and through those Lots in the Eastside Subdivision which now or hereafter may exist along U. S. Highway 550 for a distance of a minimum of twenty (20) feet along said right-of-way/lot line up to any impervious surface, building foundation line, or fence line parallel to said U. S. Highway 550 for the installation, maintenance, repair, service, and replacement of landscape improvements, bike path, and utilities.

*FLEXABILITY

2.3 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 Final Plat for public utility and drainage easements, then the Association, together with the affected Owner(s), shall cooperate in the granting of appropriate and proper easements for the installation, repair, and replacement of storm drains, sewers, utilities, and their proper services necessary for the orderly development and operation of the Common Areas and buildings to be erected upon Lots, Building Envelopes, and Building Areas on the terms set forth herein.

2.4 All storm drains, utility lines, transformers, and meters of the Declarant, its successors, and assigns, and tenants shall be maintained in a safe condition. No grantee of a utility easement under this section shall, in the use, construction, reconstruction, operation, maintenance, or repair of any storm drains, utility lines, transformers, and meters in any way interfere, obstruct, or delay either (i) other Owners, the business of the Owners, or the public access to and from all Lots and Building Areas, or interfere, obstruct, or delay in any way the receiving of merchandise by said Owners; or (ii) the general traffic circulation in the Development.

2.5 In addition to the foregoing and in connection with the work performed within the Building Areas of Lot 3, the parties hereto agree that incidental encroachments upon Common Areas may occur as a result of the use of the ladders, scaffolding, storefront barricades, and similar facilities resulting in temporary obstruction of portions of the Common Areas, all of which are permitted hereunder so long as their use is kept within reasonable requirements of construction work expeditiously pursued. Common Areas may be utilized for ingress and egress of vehicles transporting construction materials, equipment, and persons employed in connection with any work provided for herein and temporary storage of material and vehicles being utilized in connection with such construction, subject to all of the other terms in this Declaration.

2.6 Each of the Owners of Building Areas in Lot 3 shall have a perpetual and non-exclusive easement for footings, foundations, and eaves (which includes, but is not limited to, canopies and awnings) appurtenant to any buildings or structures on any Building Area which encroach into or upon the Common Area; such encroachments shall not exceed a reasonable distance and shall not interfere with the use of the Common Areas.

2.7 Subject to existing easements of record, the Common Area shall be used for roadways, walkways, ingress and egress, parking of motor vehicles, loading and unloading of commercial and other vehicles, driveway purposes, and comfort and convenience of customers, invitees, licensees, and employees of all businesses and occupants of the buildings constructed in the Development.

2.8 No walls, fences, or barriers of any kind shall be constructed or maintained in the Common Area or any portion thereof 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, between the various Lots, Building Envelopes, and Building Areas; provided, however, that this shall not prevent the installation of curbs and landscaping as required or approved by the Town of Ridgway, and provided further, however, that reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed so long as access driveways to the parking areas in the Common Areas are not closed or blocked. The only exceptions to this provision shall be (i) for changes to the Building Areas and Common Areas permitted by this Declaration; and (ii) for incidental encroachments upon the Common Areas pursuant to Paragraph 2.5. Customers and invitees shall not be permitted to park on the Common Areas except while shopping or transacting business in the Development. Employees shall not be permitted to park in the Common Area except in areas that may from time to time by the Association be designated as "employee parking areas". Each Owner may designate "employee parking areas" on its own Lot.

2.9 Survey. An "as-built" survey will be obtained and recorded of all easements created under this Section II. The Association shall cause the survey to be made which shall be a Common Area maintenance expense.

III.

BUILDING ENVELOPES, BUILDING AND COMMON AREAS ON LOT 3

3.1 Application. The Covenants, Conditions, and Restrictions set forth in this Article III shall apply only to Lot 3. To the extent that any provision of this Article III conflicts with any other provision of these Covenants, then the provisions of this Article III shall control as to Lot 3.

3.2 Building Location. Subject to the restrictions set forth in this Declaration, all buildings and structures constructed by Owners shall be placed or constructed upon Lot 3 only in those areas defined herein as Building Envelopes.

3.3 Design and Construction. The buildings in Lot 3 shall be designed so that the exterior elevation and design of each will be architecturally and aesthetically harmonious and compatible, and so that no part of any building, including eaves, awnings, or wall footings, shall encroach on or overlap another building, unless the two structures share a common wall. The design and construction shall be in conformity with sound architectural and engineering standards, the guidelines of the Architectural Review Committee, and in accordance with this

Declaration, and the construction shall be of first quality. All buildings or other structures shall be not more than two (2) stories in height and shall not exceed thirty-five (35) feet in height (but may include mezzanines). No building shall exceed the Floor Area Allocation shown on the Final Plat for the Building Envelope on which the building is constructed, except to the extent that a Floor Area Allocation has been transferred from another Building Envelope.

Prior to the construction of any building or improvement on Lot 3, the exterior elevations thereof (which shall include building facia and signs) shall be subject to the prior written approval of the Architectural Review Committee to ensure compliance with the design and construction standards set forth in this paragraph, which approval shall not be unreasonably withheld. Any alteration, addition, remodeling, or construction of any building which involves any change in exterior appearance thereof shall likewise be subject to the prior written approval of the Architectural Review Committee, which approval shall not be unreasonably withheld. Once the exterior elevations have been approved, said building or improvements shall be constructed only in accordance with plans and specifications which effectuate such approved elevations.

All construction, alteration, or repair work undertaken by the Owner of any Building Envelope or Building Area shall be accomplished in the most expeditious and speedy manner possible. The party undertaking such work shall take all necessary measures to minimize any disruption or inconvenience caused by such work. Except in the cases of emergency or to the extent necessary, no construction work shall be scheduled during the peak seasons of the Development.

All work shall be accomplished by the party undertaking it in such a manner so as to minimize any damage or adverse effect which might be caused by such work to the other Owners of Building Envelopes, Building Areas, the Development, and/or the Building Area on which the work is being accomplished. The party undertaking such work shall repair at its own cost and expense any and all damage caused by such work and shall restore the affected portion of the Building or Common Area upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the beginning of such work. In addition, the party undertaking such work shall indemnify and hold harmless all other Owners of Lots or Building Areas or Envelopes in the Development, and the Association, from all damages, losses, or claims attributable to the performance of such work.

3.4 Transfer of Floor Area Allocation. The Owner of a Building Envelope or Building Area may convey by deed, which deed shall be recorded, to the Owner of another Building Envelope or Building Area the Floor Area Allocation which is not used or anticipated to be used on that Owner's Building

Envelope. Upon such conveyance, the grantor may not thereafter build or develop such Floor Area on his Building Envelope, and said Floor Area may be developed on the Building Envelope of the grantee, in addition to the Floor Area Allocation for such Building Envelope on the Final Plat. The overall Customer Floor Area on Lot 3 shall not exceed 92,000 square feet. This paragraph shall not be construed so as to allow the grantee to develop outside the Building Envelope or exceed height, setback, architectural guideline, or Master Plan requirements of the Architectural Review Committee.

3.5 Parking Area to Building Ratio. At all times, the Association shall maintain in the Common Area of Lot 3 not less than one (1) parking space for each 250 square feet of Customer Floor Area within Building Areas. The location and configuration of parking shall be as determined by the Association in the Master Plan.

3.6 Association Master Plan and Architectural Guidelines. The Association shall develop a Master Plan and Architectural Guidelines for Lot 3. The Master Plan shall show Common Element improvements which shall be constructed on Lot 3 by the Association and by the Owners of Building Envelopes, including but not limited to landscaping, sidewalks, parking, and traffic control. The Architectural Guidelines may establish materials, design criteria for building construction, setbacks, and other requirements.

3.7 Common Area Improvements by Association. The Association shall construct all improvements shown on the Master Plan located outside of Building Envelopes so as to provide service to buildings as constructed. The Association may phase such improvements as it may determine. The Association shall have the power to levy such capital assessments on the Owners of Lot 3 as are necessary to complete such improvements.

3.8 Common Area Improvements by Owners. The Owner of each Building Envelope or portion of a building envelope shall, concurrently with the construction of any new building, construct all such Common Area improvements within such Building Envelope or portion of a building envelope as are shown on the Master Plan. All landscaping required hereunder or otherwise to be provided on any Lot shall be completed (completion for such purposes shall include payment therefor) within sixty (60) days after the substantial completion of construction of any buildings to be constructed on the Lot; provided, however, if weather conditions do not at such time permit, then such landscaping shall be completed as soon thereafter as weather conditions permit. If any Owner fails to undertake and complete his landscaping within the time limit previously set forth herein, the Association may, at its option, after giving the Owner ten (10) days' written notice forwarded to Owner (unless within said ten (10) day period the Owner of the Lot shall proceed and thereafter pursue with diligence the completion of

such landscaping), undertake and complete the landscaping of the Lot in accordance with the landscaping plan. If the Association undertakes and completes such landscaping because of the failure of Owner to complete the same, the costs of such landscaping shall be assessed against the Owner and, if said assessment is not paid within thirty (30) days after written notice of such assessment from the Association, said assessment will constitute a lien on the Lot and may be enforced as set forth herein.

3.9 As-Built Survey. After each building on Lot 3 has been built, the Owner of the Building Area will cause an as-built survey to be made showing the Building Area, Customer Floor Area, and Common Area and shall submit a copy of said survey to the Association and to the Town of Ridgway.

3.10 Signs. Signs shall be in conformance with design criteria, standards, and guidelines of the Association and the Town of Ridgway.

3.11 Building Upkeep and Maintenance. All the Owners of Buildings Areas in Lot 3 shall provide for appropriate upkeep and maintenance of the exterior of the buildings and improvements located in the Building Areas to assure that the development in Lot 3, and each part thereof, is maintained in a first-class manner and retains at all times the appearance of a first-class development.

Each Owner shall carry fire insurance with extended coverage, vandalism, and malicious mischief endorsements upon all buildings located in the Building Areas upon Lot 3 to 90 percent of the full replacement cost thereof (excluding foundations and excavations). The loss, if any, covered by such insurance shall be paid to the respective Owner unless payment of all or a portion of said insurance is required to be made to a mortgagee, deed of trust beneficiary, or lease back lessor as its interest may appear. Each Owner shall have the power to adjust and settle any loss with its insurer. In the event of any damage to or destruction of any building in a Building Area from any cause insured against by the insurance required hereunder, the affected Owner shall either repair any such damage or destruction and reconstruct the building in accordance with (i) the concept of an integrated development, and (ii) the provisions of this Declaration, or shall cause the building to be torn down and the Building Envelope placed back in a clean and neat condition. The affected Owner shall commence restoration and reconstruction as herein provided as soon as possible after receipt of the proceeds from insurance thereof and shall use all due diligence to repair or reconstruct within a reasonable period of time thereafter or use due diligence in the removal of the damaged or destroyed building.

3.12 Mutual Release. So long as insurance pursuant to Section 3.11 is maintained, each Owner of a Building Area or Envelope in Lot 3, for itself and, to the extent as legally

possible for it to do, on behalf of its insurer, hereby releases the other Owners of Building Areas or Envelopes on said Lot 3 from any liability for (i) any loss or damage to the property of each Owner located upon or in Lot 3; (ii) any loss or damage to buildings or other improvements in said Lot 3 or the contents thereof; and (iii) any other direct or indirect loss or damage caused by fire or other risks, which loss or damage is of the type generally covered by standard casualty insurance coverage. Each Owner shall, to the extent such insurance endorsement is available, obtain for the benefit of the other Owners a waiver of any right of subrogation which the insurer of such Owner may acquire against the other Owner by virtue of the payment of any such loss covered by such insurance. The foregoing waiver and release shall be operative only so long as the same shall not preclude any Owner from obtaining insurance and shall have no effect to the extent that it diminishes, reduces, or impairs the liability of any insurer or the scope of any coverage under any policy applicable to the shopping center or any buildings therein or part thereof, or increases the cost of any such insurance.

IV.

REGULATION OF IMPROVEMENTS ON LOTS OTHER THAN LOT 3

4.1 Application. The Covenants, Conditions, and Restrictions set forth in this Article IV shall apply to all Lots other than Lot 3.

4.2 Improvements, Generally. No improvements shall be constructed, erected, placed, altered, maintained, or permitted on any Lot other than Lot 3 until plans and specifications therefor have been approved by the Architectural Review Committee as more fully set forth in this Declaration of Covenants, Conditions, and Restrictions.

4.3 Setbacks. No building or structure shall at any time be erected on any Lot within twenty (20) feet from the boundary line of any street rights-of-way adjoining the same, or within twelve (12) feet from the side boundary line of any Lot (except that zero lot setbacks may be allowed by consent of adjoining owners), or within eight (8) feet from the rear boundary line of any Lot. Any variation of the above may be done only with the prior written approval of the Architectural Review Committee. Zero side yard setbacks shall require the mutual consent of adjoining Lot Owners.

4.4 Off-Street Parking. No parking shall be permitted on any street or at any place other than the paved or hard surface parking (i.e., asphalt, concrete, or equal) spaces provided for and described hereinbelow. Each Owner and tenant shall be responsible for compliance with the foregoing by his employees and visitors. Adequate off-street parking shall be provided by

each Owner and tenant for customers and visitors. The location, number, and size of parking spaces shall be subject to approval by the Architectural Review Committee. The minimum standard shall be the total of the following:

- A. One parking space for each 250 square feet of Floor Area used for offices.
- B. One parking space for each 1,000 square feet of Floor Area used for warehouse purposes.
- C. One parking space for each 600 square feet of Floor Area used for manufacturing or light industrial purposes.
- D. One parking space for each 250 square feet of Floor Area used for any other permitted purposes.

All off-street parking and access drives and loading areas shall be paved and properly graded to assure proper drainage. Proper visual screening must be provided between parking on any Lot and any public street, consistent with safe visibility for access.

4.5 Loading Areas. Truck loading and receiving areas shall not be permitted in the front yard of a building. Proper visual screening must be provided upon substantial completion of construction of truck loading and receiving areas between any such truck loading and receiving areas and any public street.

4.6 Outside Storage. No materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be stored or permitted to remain on any building site outside of the building unless adequately screened. Waste and rubbish storage facilities shall be properly screened and shall not be installed, constructed, or utilized without prior written consent of the Architectural Review Committee, which consent shall not be unreasonably withheld. This paragraph shall not apply to the limited display of sample retail goods for sale. Such displays may be regulated by the Architectural Review Committee.

4.7 Landscaping.

- A. All Lots shall be landscaped only in accordance with a plan submitted to and approved in writing by the Architectural Review Committee prior to any development of the Lot. Such landscaping plan shall include information regarding the type of sodding, the type of seeding, types of trees, hedges, and shrubs, and information regarding other customary landscape treatment for the entire site, including fences, walls, and screening. All landscaping plans shall also include an underground lawn sprinkling system where applicable.

Further, it shall be the responsibility of the Association to landscape and maintain the area between the Lot lines of said Owner's Lot and the edge of any public roadway adjacent to such Lot. All landscaping shall be undertaken and completed in accordance with such approved plan, and said plan may not be materially altered, amended, or revised without submitting the revised landscaping plan for prior written approval by the Architectural Review Committee.

- B. All landscaping required hereunder or otherwise to be provided on any Lot shall be completed (completion for such purposes shall include payment therefor) within sixty (60) days after the substantial completion of construction of any buildings to be constructed on the Lot; provided, however, if weather conditions do not at such time permit, then such landscaping shall be completed as soon thereafter as weather conditions permit. If any Owner fails to undertake and complete his landscaping within the time limit previously set forth herein, the Association may, at its option, after giving the Owner ten (10) days' written notice forwarded to Owner (unless within said ten (10) day period the Owner of the Lot shall proceed and thereafter pursue with diligence the completion of such landscaping), undertake and complete the landscaping of the Lot in accordance with the landscaping plan. If the Association undertakes and completes such landscaping because of the failure of Owner to complete the same, the costs of such landscaping shall be assessed against the Owner and, if said assessment is not paid within thirty (30) days after written notice of such assessment from the Association, said assessment will constitute a lien on the Lot and may be enforced as set forth herein.
- C. If any Owner, tenant, or occupant of any Lot fails to provide reasonable grounds maintenance of their separate Lot, the Association shall promptly give written notice thereof to such Owner, tenant, or occupant stating in detail in what respects reasonable grounds maintenance as required hereunder is not being provided and demanding that such Owner, tenant, or occupant comply with the maintenance requirement contained herein. In the event such Owner, tenant, or occupant fails to comply with such demand within twenty (20) days after the date of such notice, the Association may, in its sole discretion, enter upon the Lot and undertake such landscaping maintenance. All costs of such landscaping maintenance undertaken by the Association shall also be assessed against the Lot upon which said grounds maintenance is done and failure to pay such assessment shall constitute a lien against the Lot, enforceable as set forth herein for other assessments.

4.8 Maintenance. Each Owner of any Lot shall keep his building, improvements, and appurtenances thereon in a safe, clean, maintained, neat, wholesome condition and shall comply in all respects with all governmental statutes, ordinances, regulations, health, and police and fire requirements. Each such Owner, tenant, or occupant shall remove at his own expense any rubbish or trash of any character which may accumulate on its Lot. Rubbish, trash, garbage, or other waste shall be kept only in proper containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the premises by burning in open fires.

4.9 Signs. Signs shall be in conformance with design criteria, standards, and guidelines of the Association and the Town of Ridgway.

4.10 Utility Connections. All utility connections, including all electrical and telephone connections and installation of wires to buildings, shall be made underground from the nearest available power source, except non-primary power transmission lines may be installed overhead with prior written consent of the Association. No transformer, electric, gas, or other meter of any type or other apparatus shall be located on any power pole nor hung on the outside of any building, but the same shall be placed on or below the surface of the property and where placed on the surface shall be adequately screened and fenced, and all such outside installations shall be subject to prior written approval of the Association.

4.11 Height Restrictions. No building or appurtenance thereto shall exceed a height of thirty five (35) feet above the average finished grade as established by the Association or the Architectural Review Committee.

4.12 Appurtenances. Appurtenances including but not limited to water towers, standpipes, penthouses, elevators or elevator equipment, stairways, ventilating fans, or similar equipment required to operate and maintain buildings, fire or parapet walls, skylights, tanks, cooling or other towers, wireless radio or television masts or flagpoles, none of which shall cause a building to exceed the maximum thirty five (35) foot height restriction, shall be allowed only with the express written approval of the Association or the Architectural Review Committee. The Association reserves the right to impose visual impact mitigation requirements for any such appurtenances.

4.13 On-Site Drainage. Each Owner shall be required to provide adequate drainage facilities, including control of storm water runoff resulting from precipitation.

V.

COVENANT FOR COMMON EXPENSE ASSESSMENTS; ALLOCATION

5.1 Assessments. It shall be an affirmative and perpetual obligation of the Board of the Association to make common expense assessments in an amount at least sufficient to maintain and operate the Common Areas as contemplated by these Covenants and the By-Laws of the Association. The amount of monies for Common Area of the Association and the manner of expenditure thereof shall be a matter for the sole discretion of the Board of the Association.

5.2 Covenant. Every Owner shall be deemed to covenant and agree to pay to the Association such sums by way of annual or special Common Area assessments contemplated herein or in the By-Laws of the Association. Declarant's obligation to pay such sums commence upon the recording of these Covenants; the obligation of all other Owners to pay such sums commences upon their acceptance of a deed or other conveyance for a Lot, Building Envelope, or Building Area, whether or not it shall be so expressed in any such deed or other conveyance.

5.3 Allocation. Common expenses shall be allocated among the Owners as follows:

A.1. Each Owner shall pay his or her proportionate share of all annual and special common expenses assessed by the Association in connection with all of the Common Areas, including the Common Area associated with the pond and right-of-way for the Moody Ditch, but excluding the Common Areas in Lot 3, as such areas are shown on the Final Plat. Each proportionate share of the common expenses referenced in the preceding sentence shall be determined for each Owner, except Owners in Lot 3, by multiplying the amount of all then-payable common expenses assessed by the Association by a fraction, the numerator of which shall be the acreage of the Owner's Lot, including all common land lying therein, and the denominator of which shall be 37.511, which is the approximate total acreage of the developed Lots in the Ridgway U.S.A. Development and the Common Areas therein, including the total acreage of Lot 3 (8.955 acres).

2. The proportionate share of the total annual and special common expenses assessed under this subsection (A) to be paid by each individual Building Envelope Owner in Lot 3 shall be calculated as follows: First, the fraction of said total common expenses chargeable to Lot 3 as a whole shall be calculated using the method set out in Paragraph 1. Then, for each individual Owner in Lot 3, the part of said total common expenses chargeable to Lot 3 shall be further multiplied by a fraction, the

numerator of which shall be the square footage of the individual Owner's Building Envelope as shown on the Final Plat, whether or not a building has been constructed thereon, and the denominator of which shall be the total square footage of all the Building Envelopes in Lot 3 as shown on the Final Plat.

3. If a Building Envelope in Lot 3 is subdivided, the proportionate share of the total annual and special common expenses assessed under this subsection (A) to be paid by each individual Owner of a portion of the subdivided Building Envelope will be calculated as follows: First, that part of the total common expenses chargeable to the applicable Building Envelope shall be calculated using the method set out in Paragraph 2. Then, for each individual Owner of a portion of the subdivided Building Envelope, the part of said total common expenses chargeable to the applicable Building Envelope shall be multiplied by a fraction, the numerator of which shall be equal to the square footage of the individual Owner's portion of the Building Envelope, whether or not a building has been constructed thereon, and the denominator of which shall be equal to the total square footage of the applicable Building Envelope.
4. If a Building Area within a Building Envelope in Lot 3 is subdivided, the proportionate share of the total annual and special common expenses assessed under this subsection (A) to be paid by each individual Owner of a portion of the subdivided Building Area will be calculated as follows: First, that portion of the total common expenses chargeable to the applicable Building Envelope shall be calculated using the method set out in Paragraph 2. Then, for each individual Owner of a portion of the subdivided Building Area, the part of said total common expenses chargeable to the applicable Building Envelope shall be multiplied by a fraction, the numerator of which shall be equal to the square footage of the individual Owner's portion of the subdivided Building Area, and the denominator of which shall be equal to the total square footage in that Building Area.
- B.1. In addition to the common expenses paid pursuant to (A), above, all Owners in Lot 3 shall pay a proportionate share, as determined and calculated pursuant to the following, of all annual and special common expenses assessed by the Board of the Association in connection with all Common Areas in said Lot 3. To calculate the proportionate share of each individual Owner in Lot 3, the amount of all annual and special common expenses assessed by the Board in connection with the Common Areas in Lot 3 shall be multiplied by a fraction, the

numerator of which shall be the square footage of the individual Owner's Building Envelope as shown on the Final Plat, whether or not a building has been constructed thereon, and the denominator of which shall be the total square footage of all the Building Envelopes in Lot 3 as shown on the Final Plat.

2. If a Building Envelope in Lot 3 is subdivided, the proportionate share of the annual and special common expenses assessed in connection with the Common Areas in Lot 3 under this subsection (B), which shall be paid by each individual Owner of a portion of the subdivided Building Envelope, will be calculated as follows: First, that part of the common expenses for Lot 3 chargeable to the applicable Building Envelope shall be calculated using the method set out in Paragraph 1. Then, for each individual Owner of a portion of the subdivided Building Envelope, the part of said common expenses for Lot 3 chargeable to the applicable Building Envelope shall be multiplied by a fraction, the numerator of which shall be equal to the square footage of the individual Owner's portion of the Building Envelope, whether or not a building has been constructed thereon, and the denominator of which shall be equal to the total square footage of the applicable Building Envelope.
3. If a Building Area within a Building Envelope in Lot 3 is subdivided, the proportionate share of the annual and special common expenses assessed in connection with the Common Areas in Lot 3 under this subsection (B), which shall be paid by each individual Owner of a portion of the subdivided Building Area, will be calculated as follows: First, that portion of the common expenses for Lot 3 chargeable to the applicable Building Envelope shall be calculated using the method set out in Paragraph 1. Then, for each individual Owner of a portion of the subdivided Building Area, the part of said common expenses for Lot 3 chargeable to the applicable Building Envelope shall be multiplied by a fraction, the numerator of which shall be equal to the square footage of the individual Owner's portion of the subdivided Building Area, and the denominator of which shall be equal to the total square footage in that Building Area.

5.4 Assessments a Lien. No one may waive or otherwise avoid liability for common expenses by non-use of the Common Areas. Each such assessment shall be a continuing lien upon the Lot, Building Area, or Building Envelope against which it was made and shall also be a personal obligation of the Owner of such Lot, Building Area, or Building Envelope at the time when the common expense assessment fell due and of each subsequent record Owner of such Lot, Building Area, or Building Envelope,

together with any interest thereon, late charges, or the cost of collection thereof (including reasonable attorneys' fees). Liens for unpaid common expense assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. Suit to recover a money judgment for unpaid common expenses may be maintained without foreclosing the lien securing the same.

VI.

PURPOSE OF COMMON EXPENSES; RESPONSIBILITY OF OWNERS

6.1 Use of Common Expenses. The annual common expense assessments levied by the Board of the Association shall be used for providing services to the members of the Association and for promoting the health, safety, and welfare of the members of the Association, including but without limitation: The maintenance, repair, and replacement of the Common Areas; payment of all taxes and insurance premiums; all the costs and expenses incidental to the operation and administration of the Association; and such other items as may from time to time be deemed appropriate by the Board of the Association.

6.2 Special Assessments. Any special common expense assessment levied by the Board of the Association shall be used for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair, or replacement of a capital common improvement or area, including fixtures and personal property related thereto. All special common expense assessments shall be levied by the Board at such time and in such amounts as the Board in its sole discretion shall deem appropriate.

6.3 Owner's Responsibility. Each Owner shall promptly furnish, perform, and be responsible for, at his own expense, all the maintenance, repairs, and replacements within his own Lot, Building Area, or Building Envelope; provided, however: (i) Such maintenance, repairs, and replacements as may be required for the functioning of the Common Area within the Lot shall be furnished by the Association; and (ii) the Association, its agents, and employees may effect emergency and other necessary repairs the Owner has failed to perform; but any and all expenses incurred pursuant to (ii) above shall be the responsibility of the Owner affected thereby.

6.4 Damage to Common Areas. If due to the neglect, negligent act, or omission of, or misuse by an Owner or guest, tenant, invitee, or visitor (whether authorized or unauthorized by the Owner) damage shall be caused to the Common Areas or to any Lot, Building Area, or Building Envelope owned by others, or maintenance, repairs, or replacements shall be required that would otherwise be a common expense, then the Owner directly or

indirectly so responsible shall pay for such damage and be liable for any damages, liability, costs, and expense, including attorneys' fees, caused by or arising out of such circumstances; and such maintenance, repairs, and replacements to the Common Areas or a Lot, Building Area, or Building Envelope shall be subject to the By-Laws of the Association and to any rules and regulations promulgated by the Association.

VII.

ADMINISTRATION

7.1 Administration. The administration of the Common Areas of the Association and any other common facilities shall be by the Association in accordance with the provisions of this Declaration of Covenants, Conditions, and Restrictions, the Articles of Incorporation, the By-Laws, the rules and regulations, and of any other agreements, documents, amendments, or supplements to the foregoing that may be duly adopted.

VIII.

RESTRICTIONS

8.1 General Restrictions. Notwithstanding the foregoing, no use or operation shall be permitted in the Development which is obnoxious to a first-class commercial service center. Without limiting the generality of the foregoing, the following shall be deemed to be obnoxious to a first-class development: (i) Any public or private nuisance, including without limitation the public nuisances described in C.R.S. §16-13-301 et seq.; (ii) any obnoxious odor, noise, or sound which can be heard or smelled outside of any building in the Development; (iii) any unusual fire, explosion, or other damaging or dangerous hazard, including the storage, display, or sale of explosives or fireworks and any noxious, toxic, caustic, or corrosive fuel or gas; (iv) any refining, smelting, or mining operation; (v) any fire sale, bankruptcy sale (unless pursuant to a court order), or option house operation; (vi) any mobile home trailer court, travel trailer or recreational vehicle park, labor camp, junk yard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance); (vii) any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located in the rear of any building); (viii) any establishments selling or exhibiting materials which because they explicitly deal with or depict human sexuality or are harmful to children or not lawful for sale to children under 18 years of age by reason of C.R.S. §18-7-501 et seq.

8.2 Architectural Review Committee. There is hereby established an Architectural Review Committee whose members

shall be appointed by the Board. This Committee shall consist of five (5) members, serving, at the discretion and pleasure of the Board. The vote of three (3) members shall constitute the action of the Architectural Review Committee.

8.3 Review. No improvements shall be constructed, erected, placed, altered, maintained, or permitted on any Lot, Building Area, or Building Envelope until plans and specifications with respect thereto in manner and form satisfactory to the Architectural Review Committee showing the proposed improvements, plot layout, floor plan, and all exterior elevations, materials and colors, signs and landscaping, traffic engineering, number and size and layout of parking spaces, grading, easements and utilities, proposed building use, and such other information as may be requested by said Committee have been submitted to and approved in writing by the Architectural Review Committee. Such plans and specifications shall conform to the Uniform Building Code, Master Plan, and Architectural Guidelines established by the Architectural Review Committee and other applicable state and local codes, and be submitted in writing over the signature of the Owner of the Lot, Building Area, or Building Envelope or the Owner's authorized representative.

8.4 Approval. Approval shall be based, among other things, on adequacy of Lot, Building Area, or Building Envelope dimensions, conformity and harmony of external design with neighboring structures, effect of location and use of improvements on neighboring Lots, Building Areas, or Building Envelopes, operations and uses, relation of topography, grade and finished ground elevation of the Lots, Building Areas, or Building Envelopes being improved to that of neighboring Lots, Building Areas, or Building Envelopes; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. The Architectural Review Committee shall adopt a Master Plan showing Common Area improvements and landscaping requirements within easements and buffering areas and shall establish Architectural Guidelines. The Architectural Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

8.5 Time. If the Architectural Review Committee fails either to approve or disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within thirty (30) days after the same have been submitted (provided that all required information has been submitted), it shall be conclusively presumed that said plans and specifications have been approved; subject, however, to the restrictions contained in Paragraph 8.1 hereof. The Architectural Review Committee shall notify the Owner in writing upon receipt of all required plans and specifications, and the aforesaid thirty-day period shall commence on the date of such notification.

8.6 No Liability. Neither the Architectural Review Committee nor the Association, or their respective successors or assigns, shall be liable in damages to anyone submitting plans to them for approval, or to any Owner of land affected by this Declaration, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval of, or disapproval of, or failure to approve any such plans or specifications. Every person who submits plans to the Architectural Review Committee for approval agrees, by submission of such plans and specifications, and every Owner or tenant of any of said Lots or Building Areas agrees, by acquiring title thereto or an interest therein, that he will not bring any action or suit against the Architectural Review Committee or Declarant to recover any such damages. Nothing contained herein shall prevent an applicant from bringing suit for specific performance on the ground of unreasonably withheld approval of plans theretofore submitted or a suit for declaratory judgment, but no such suit may contain a claim for monetary damages.

8.7 Review Fee. An architectural review fee shall be paid to the Association at such time as plans and specifications are presented to the Architectural Review Committee for approval. The architectural review fee shall be a reasonable amount, and such amount shall be set by the Association annually at no less than \$100.00 and no more than 1/100th of the estimated cost of construction pursuant to the plans reviewed.

IX.

ASSOCIATION MEMBERSHIP AND VOTING

9.1 Membership. Upon acceptance of a deed to a Lot, Building Area, or Building Envelope, each Owner shall automatically become a member of the Association and shall be a member for so long as he shall hold legal title to his Lot, subject to all provisions of this Declaration, the Articles of Incorporation, and the By-Laws of the Association, and rules and regulations that may now or hereafter be established for or by the Association. The Declarant shall be a member of the Association with respect to all Lots, Building Areas, or Building Envelopes owned by it, which membership shall commence upon the recording of these Covenants.

9.2 Voting. Members in the Association shall have the right to vote on Association matters in accordance with the provisions set forth in the Articles and By-Laws.

X.

ENFORCEMENT

10.1 Abatement and Suit. The conditions, covenants, restrictions, and reservations herein contained shall run with the land and be binding upon and inure to the benefit of the Declarant, the Association, and the Owners of every Lot, Building Area, or Building Envelope on the property. These conditions, covenants, reservations, and restrictions may be enforced as provided hereinafter by Declarant or the Association acting for itself, the Architectural Review Committee, and as trustee on behalf of all of the Owners of Lots, Building Areas, or Building Envelopes. Each Owner by acquiring an interest in the property shall appoint irrevocably the Declarant and the Association as his attorney-in-fact for such purposes; provided, however, that if an Owner notifies Declarant or the Association of a claimed violation of these conditions, covenants, restrictions, and reservations and the Declarant or Association fails to act in a manner likely to correct such violation within thirty (30) days after receipt of such notification, then, and in that event only, an Owner may separately, at his own cost and expense, enforce the conditions, covenants, restrictions, and reservations herein contained. Violation of any condition, covenant, restriction, or reservation herein contained shall, after thirty-day prior written notice of such violation given by Declarant or the Association to the Owner of the Lot or Building Area where such violation exists, given the Declarant the right to enter upon the portion of the property wherein said violation or breach continues to exist and to summarily abate and remove at the expense of the Owner any structure, thing, or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these conditions, covenants, restrictions, and reservations to enjoin or prevent them from doing so, to cause said violation to be remedied, or to recover damages (including reasonable attorneys' fees) for said violation.

10.2 Deemed to Constitute a Nuisance. Every violation of these Covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an Owner, tenant, or occupant shall be applicable against every such violation and may be exercised by Declarant or the Association.

- A. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the reasonable attorneys' fees of the prevailing party or parties in the amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

- B. The failure of the Declarant or Association to enforce any of the conditions, covenants, restrictions, or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions, or reservations, and Declarant shall not be liable therefor if Declarant acted or failed to act in good faith.

10.3 Claim a Lien. Any such claim for reimbursement, together with interest as aforesaid, shall be a secured right and a lien shall attach and take effect upon recordation of a proper claim of lien by the claimant in the Office of the Clerk and Recorder of Ouray County. The claim of lien shall include the following: (a) The name of the claimant; (b) a statement concerning the basis of the claim of lien; (c) the last known name and address of the Owner or reputed Owner of the Lot or Building Area against which the lien is claimed; (d) a description of the Lot, Building Area, or Building Envelope against which the lien is claimed; (e) a description of the work performed or payment made which has given rise to the claim of lien hereunder and a statement itemizing the amount thereof; and (f) a statement that the lien is claimed pursuant to the provisions of this Declaration reciting the date, book, and page of the recordation hereof. The notice shall be duly verified, acknowledged, and contain a certificate that a copy thereof has been served upon the party against whom the lien is claimed pursuant to Paragraph 15.4 of this Declaration. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby, and it may be enforced in any manner allowed by law for the foreclosure of liens.

Notwithstanding the foregoing, such liens shall be subordinate to any mortgage or deed of trust given in good faith and for value now or hereafter encumbering the property subjected to the lien, and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure of trustee's sale) under any such first mortgage or deed of trust shall take free and clear from any such then-existing lien, but otherwise subject to the provisions of this Declaration. The failure of the Owner or Owners of any of the parcels to insist in any one or more cases upon the strict performance of any of the promises, covenants, conditions, restrictions, or agreements herein shall not be construed as a waiver or relinquishment for the future breach of the provisions hereof.

XI.

RIGHT OF REPURCHASE

11.1 Right of Repurchase. If any Owner fails to commence construction of a building upon a Lot or Building Envelope purchased by such Owner within a four-year period commencing

with the date of a conveyance from Declarant to an Owner, other than Declarant, or within such additional period of time granted to such Owner by Declarant, Declarant shall have the right to repurchase the Lot or Building Envelope at any time within one hundred eighty (180) days after the expiration of said four-year period upon giving fifteen (15) days prior written notice of its intention to repurchase to said Owner. The repurchase price shall be the price paid by Owner for the Lot or Building Envelope when purchased from Declarant plus reimbursement for any real property taxes paid by Owner relating to the Lot or Building Envelope, less the unpaid balance of any mortgage or deed of trust or other amounts, nonpayment of which may be assessed as liens against the Lot or Building Envelope. The provisions of this article shall be specifically enforceable as set forth in these Covenants. If Declarant fails to give written notice exercising its right of repurchase within the one hundred eighty (180) day period aforesaid, said right of repurchase shall be deemed waived. "Commencement of construction of a building" as defined herein means that the Owner has (a) obtained approval of the Architectural Review Committee; (b) obtained building permits from the appropriate governmental authorities authorizing construction of a building and improvements as approved by the Architectural Review Committee; (c) entered into a construction contract; and (d) expended at least the sum of Ten Thousand Dollars (\$10,000.00) pursuant to such construction contract for on-site construction work.

XII.

TERM, TERMINATION, MODIFICATION AND ASSIGNMENTS

12.1 Term. This Declaration, every provision hereof, and every covenant, condition, restriction, and reservation contained herein shall continue in full force and effect for a period of twenty-five (25) years from date hereof and shall thereafter be renewed automatically from year to year unless and until terminated as provided in Paragraph 12.2 hereof.

12.2 Termination and Modification. This Declaration or any provision hereof, or any covenant, condition, restriction, or reservation contained herein, may be terminated, extended, modified, or amended, as to the whole of said property or any portion thereof, with the written consent of the Owners of sixty-five percent (65%) (on acreage basis) of the property (other than property used in common) subject to these restrictions; provided, however, that during the initial twenty-five (25) year term of these Covenants, no such termination, extension, modification, or amendment shall be effective without the written approval of Declarant. Furthermore, such termination, extension, modification or amendment may not be made without written approval of the Town of Ridgway, in accordance with the plat note on page 2 of the final plat for the Development. Such termination, extension, modification, or amendment shall be

immediately effective upon recording a proper instrument in writing, executed and acknowledged by such Owners (and by Declarant as required herein) in the Office of the Clerk and Recorder of Ouray County, Colorado.

XIII.

INDEMNITY

13.1 General. Each Owner shall indemnify, defend, and hold the other Owner(s) harmless from and against all claims, expenses, liabilities, loss, damage, and costs, including any actions or proceedings in connection therewith, including reasonable attorneys' fees, incurred in connection with, arising from, due to or as a result of the death of or any accident, injury, loss, or damage, howsoever caused, to any person or loss or damage to the property of any person as shall occur in or about each Owner's Lot, Building Area, or Building Envelope, except claims resulting from the negligence or willful act or omission of the indemnified Owner or any occupant of any such Owner's Lot, Building Area, or Building Envelope, or the agent, servants, or employees of such indemnified Owner, wherever the same may occur. Notwithstanding any of the provisions of this article to the contrary, each Owner hereto waives any right of recovery against the other Owner(s) for any loss, damage, or injury to the extent the same is covered by insurance provided for by this Declaration.

13.2 Common Areas. Each Owner shall indemnify, defend, and hold the other Owners harmless from and against any and all claims, expenses, liabilities, loss, damage, and costs, including any actions or proceedings in connection therewith and including reasonable attorneys' fees, incurred in connection with, arising from, due to, or as a result of the death of or any accident, injury, loss, or damage, howsoever caused, to any person or loss of or damage to the property of any person as shall occur in or about the Common Area located on each Owner's respective Lot(s), Building Area(s), or Building Envelope(s), except claims resulting from the negligence or willful act or omission of the indemnified Owner or any occupant of any such Owner's Lot, Building Area, or Building Envelope, or the agent, servants, or employees of such indemnified Owner, wherever the same may occur. Notwithstanding any of the provisions of this article to the contrary, each Owner hereto waives any right of recovery against the other Owner(s) for any loss, damage, or injury to the extent the same is covered by insurance provided for by this Declaration.

XIV.

NOT A PUBLIC DEDICATION

14.1 Not A Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Common Areas to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Declaration shall be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the Common Areas of the Lots, Building Areas, or Building Envelopes herein affected, or any portion thereof (other than any use expressly allowed by a written or recorded map, declaration, deed, or dedication) is by permission and subject to the control of the Owners. Notwithstanding any other provisions herein to the contrary, the Owners of the Lots, Building Areas, or Building Envelopes affected hereby may periodically restrict ingress to and egress from the Common Areas in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such a time as to have a minimum effect on the parties hereto.

XV.

MISCELLANEOUS

15.1 No Waiver. All of the conditions, covenants, restrictions, and reservations contained in this Declaration of Protective Covenants shall be construed together but, if it shall at any time be held that any one of said conditions, covenants, restrictions, and reservations, or any part thereof, is invalid, or for any reason unenforceable, no other conditions, covenants, restrictions, and reservations or any part thereof shall be thereby affected or impaired.

15.2 Owner's Liability Subsequent to Sale. Upon sale of a Lot, Building Area, or Building Envelope, the Owner so selling shall not have any further liability for the obligations thereon which accrue against the Lot, Building Area, or Building Envelope sold after the date of the conveyance; provided, however, that nothing herein shall be construed so as to relieve an Owner of any Lot, Building Area, or Building Envelope from any liabilities or obligations incurred prior to such sale pursuant to this Declaration of Protective Covenants. Furthermore, any such sale shall not enlarge or extend the time for commencement of construction of a building upon a Lot, Building Area, or Building Envelope nor modify Declarant's right of repurchase pursuant to Section XI hereof, and any subsequent Owner shall have only the time remaining, if any, to comply with Section XI.

15.3 Benefits and Burdens. The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Declarant, the Owners of all Lots, Building Areas, and Building Envelopes located within the property, the Owners of additional property made subject to this Declaration of Protective Covenants, and their respective heirs, successors, personal representatives, and assigns.

15.4 Notice. Any notices required or permitted herein shall be in writing and mailed, postage prepaid by registered or certified mail, return receipt requested, and shall be directed as follows: If intended for an Owner (a) to the address of the Lot or Building Area, if improved; (b) if the Lot or Building Envelope is not improved, to the address set forth in the purchase contract or purchase contract application; (c) if none of the foregoing, to the last known address of the Owner. If intended for Declarant, to the address previously set forth herein.

15.5 Singular and Plural. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

15.6 Mortgage. The term "mortgage" as used herein shall include deeds of trust and trust deeds.

XVI.

EXHIBITS

16.1 Attached hereto and made a part hereof are the following exhibits:

Exhibit A - Description

Exhibit B - Articles of Incorporation

Exhibit C - Bylaws

IN WITNESS WHEREOF, the undersigned has subscribed his name to this Declaration of Covenants, Conditions and Restrictions this 29th day of June 1990.

RIDGWAY LAND COMPANY, A COLORADO
LIMITED PARTNERSHIP

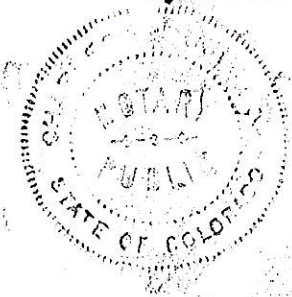
By Robert N. Hunter, Jr.
Robert N. Hunter, Jr.
Managing General Partner

STATE OF COLORADO)
)ss.
County of Ouray)

The foregoing instrument was acknowledged before me this 29th day of June 1990, by Robert N. Hunter, Jr., for and on behalf of Ridgway Land Company, a Colorado Limited Partnership.

WITNESS my hand and official seal.

My commission expires: 8/16/93



Charles G. Schmidt, Jr.
Notary Public

MESA SURVEYING COMPANY

330 South 5th Street
P.O. Box 1287
Montrose, CO 81402
(303) 249-7771

147105

Filed this 24th day of July, 1990, at 3:25 o'clock P.M.
Duly recorded in Book 215 Pages 870 thru 894
Addie A. Sim, Ouray County Clerk & Recorder

June 25, 1990

Property Description Ridgway Land Co. Subdivision:

Situated in the S $\frac{1}{2}$ N $\frac{1}{2}$ Section 16, Township 45 North, Range 8 West, N.M.P.M., and described as Lots 1 through 7 and a portion of Lots 8 through 12, Donovan Subdivision, Ouray County, Colorado, and being further described as follows:

Beginning at the northwest corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 16; thence S89°48'05"E along the north line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$, a distance of 559.30 ft.; thence S20°16'39"E, 1391.49 ft.; thence S87°27'02"W, 555.17 ft.; thence N89°58'06"W, 279.91 ft.; thence West, 32.25 ft. to a point on the easterly right-of-way line of U.S. Highway 550; thence the following courses along said easterly right-of-way line: N39°10'55"W, 510.19 ft.; 1149.73 ft. along the arc of a curve to the right having a radius of 12013.65 ft., a central angle of 05°29'00" and a long chord which bears N36°26'25"W, 1149.29 ft.; 11.72 ft. along the arc of a curve to the right having a radius of 1223.30 ft., a central angle of 00°32'56", and a long chord which bears N33°25'28"W, 11.72 ft. to a point on the north line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ said Section 16; thence N89°52'15"E, 836.69 ft. to the point of beginning, containing 35.130 acres.

MESA SURVEYING CO.

By William D. Wiley
William D. Wiley, L.S. #12180



MESA SURVEYING COMPANY

330 South 5th Street
P.O. Box 1287
Montrose, CO 81402
(303) 249-7771

July 10, 1990

Property Description of the Replat of Eastside Subdivision:

Situated in Section 16, Township 45 North, Range 8 West, N.M.P.M., and described as the Eastside Subdivision, EXCEPT Lot H, and EXCEPT that part of Eastside Subdivision dedicated to Ouray County as a part of County Road 12, and a portion of Lots 8 through 12, Donovan Subdivision, Ridgway, Colorado, and further described as follows:

Commencing at the east quarter corner of said Section 16; thence West, 1515.63 ft. to a drill steel with tag stamped LS10738 marking the southeast corner of Lot 13, said Donovan Subdivision; thence S89°54'59"W, 314.75 ft. to a drill steel with tag stamped LS10738 marking the northeast corner of the Eastside Subdivision and the true point of beginning; thence S00°02'39"W, 448.38 ft. to a rebar and survey cap stamped LS12062 marking a corner of said Eastside Subdivision; thence S39°13'01"E, 1088.07 ft.; thence S89°52'23"W, 468.35 ft. to a point on the easterly right-of-way line of U.S. Highway 550; thence N39°10'55"W along said easterly right-of-way line, 1291.49 ft.; thence leaving said easterly right-of-way line, N50°49'05"E, 150.00 ft.; thence N39°10'55"W, 120.63 ft.; thence 106.36 ft. along the arc of a curve to the left having a radius of 120.00 ft., a central angle of 50°47'02" and a long chord which bears N64°34'23"W, 102.91 ft.; thence N89°57'55"W, 136.65 ft. to a point on the aforementioned easterly right-of-way line of U.S. Highway 550; thence N39°10'55"W along said easterly right-of-way line, 76.41 ft.; thence S89°58'06"E, 279.91 ft.; thence N87°27'02"E, 555.17 ft.; thence S00°02'39"W, 25.00 ft. to the true point of beginning, containing 15.132 acres.

MESA SURVEYING CO.

By William D. Wiley
William D. Wiley, L.S. #12180



147105

Filed this 24th day of July, 1990, at 3:25 o'clock P.M.
Duly recorded in Book 215 Pages 870 thru 894
Addie A. Sim, Ouray County ~~NONPROFIT~~ Recorder

ARTICLES OF INCORPORATION

FILED

OF

JUL 12 1990

RIDGWAY U.S.A. ASSOCIATION, INC. STATE OF COLORADO
A COLORADO NON-PROFIT CORPORATION DEPARTMENT OF STATE

The undersigned natural person, being more than twenty-one years of age, and acting as incorporator, does hereby establish a non-profit corporation under and by virtue of the Colorado Non-Profit Corporation Act and adopts the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation is RIDGWAY U.S.A. ASSOCIATION, INC. (hereinafter "Corporation").

ARTICLE II

DURATION

The Corporation shall have perpetual existence.

ARTICLE III

PURPOSES AND POWERS

The nature of the Corporation and the objects and purposes for which the same is organized are as follows:

1. To be and constitute the Association to which reference is made in the Declaration of Covenants, Conditions, and Restrictions (hereinafter "Declaration") for the Ridgway U.S.A. Development (hereinafter "Development") located in Ouray County, Colorado, which Declaration is recorded in the Office of the Clerk and Recorder of Ouray County, Colorado.

2. To acquire ownership of and title to certain easements, common areas, and other common elements appurtenant to the Development.

3. To maintain and operate the real and personal property referenced in Paragraph III(2), above, in perpetuity subject to such regular or special assessments or charges as may be required to defray the cost and expense thereof.

Rm

I.

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

1.1 "Association" shall mean and refer to Ridgway U.S.A. Association, Inc., a Colorado Non-Profit Corporation. This is the Declaration of Covenants, Conditions, and Restrictions to which the Articles of Incorporation and By-Laws of the Association make reference.

1.2 "Board of the Association" or "Board" shall mean and refer to the Board of Directors of the Association or their duly-appointed representatives in accordance with the By-Laws, rules, and regulations of the Association.

1.3 "Building Area(s)" shall mean and refer to those portions of Lot 3 to be devoted from time to time to building improvements within the Building Envelope. Building improvements shall not exceed the Floor Area allocation for the Building Envelope within which the building improvement is constructed, except to the extent that a Floor Area allocation has been transferred from another Building Envelope as herein provided.

1.4 "Building Envelope" shall mean and refer to those areas of Lot 3 as shown on the Final Plat, within which Building Area(s) may be created. Upon the construction of a building within a Building Envelope according to the terms hereof, a Building Envelope shall be converted to Building Area and/or Common Area. Until a building is constructed, the Owner shall be the Owner of a Building Envelope.

1.5 "Common Area" shall mean and refer to all real and/or personal property that the Association and/or the Declarant owns for the common use and enjoyment of the members of the Association or any portion thereof, and all real and/or personal property within or in the vicinity of the Property in which the Association and/or the Declarant has an interest for the common use and development and enjoyment of the members of the Association, including, without limitation, a right of use (such as but not limited to easements for surface water collection and retention). The use of the Common Area shall be restricted to parking, park landscape, entry features, directional graphic system, drainage, landscape medians, security, safety, bicycle paths, roads, project lighting, water retention and collection facilities, and recreational purposes, or any other use to which a majority of the membership of the Association may accede. "Common Area" shall also mean and refer to all of those portions of Lot 3 except the Building Areas and shall include those portions of the Building Areas on Lot 3 which are not from time to time used or cannot under the terms of this Declaration be used

6. The Corporation is organized exclusively for the purposes of holding title to, managing, and maintaining the roads, common areas, and other common elements of the Development, and to enforce the provisions of the Declaration on a cooperative basis, and for doing all things necessary and proper therefor. At least 85 percent of the income to the Corporation shall be derived from assessments to members for the sole purpose of meeting expenses or losses and in full compliance with the applicable requirements of Section 501 of the Internal Revenue Code of 1954, as amended.

7. The Board of Directors of the Corporation shall be vested with the exclusive authority to authorize the President or the Vice President, with the attestation of the Secretary, to convey or encumber all or any part of the corporate property subject to the voting rights of members and mortgagees as contained in the Declaration.

ARTICLE IV

NON-PROFIT STATUS

1. No part of the income or net earnings of the Corporation shall inure to the benefit or be distributable to any member, director, or officer of the Corporation or any other corporation or private individual; however, reasonable compensation may be paid for services actually rendered to or for the Corporation; and any officer, director, agent, or employee, or any other person or corporation, may be reimbursed for expenses advanced, or incurred for the Corporation's benefit upon authorization of the Board of Directors. No member, director, or officer of the Corporation, nor any other corporation or private individual, shall be entitled to share in any distribution of any of the corporate assets upon dissolution of the Corporation or otherwise, except as hereinafter expressly set forth. No substantial part of the activities of the Corporation shall consist of carrying on lobbying activities, propaganda campaigns, or other activities designed to influence legislation. The Corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office.

2. Upon dissolution of the Corporation, all of its assets remaining after payment of liabilities shall be paid over and transferred to one or more exempt organizations as are qualified for exemption from federal income taxes under Section 501 of the Internal Revenue Code, except that all common areas, and other property appurtenant to, used in connection with, or necessary for the convenient use and occupation of the real property of the members shall be returned, transferred, or conveyed to such members in accordance with the provisions of Article V of these Articles of Incorporation. The proceedings of dissolution shall be conducted in accordance with Article 26, Title 7 of the Colorado Revised Statutes, as amended.

3. Notwithstanding any other provision hereof, this Corporation shall not conduct or carry on any activities not permitted or receive any income which is prohibited under the applicable provisions of Section 501 of the Internal Revenue Code of 1954, as amended.

ARTICLE V

MEMBERSHIP

1. This Corporation shall be a membership corporation without shares of stock. The record owner or owners (including contract sellers, but excluding those having such interest merely as security for the performance of an obligation) of a fee simple title to any lot, building envelope, or building area (excluding common elements) within the Development shall be members of the Corporation. When more than one person or entity holds an interest in any lot, Building envelope, or building area, all such persons or entities shall be members of the Corporation; provided, however, that each lot, building envelope, or building area in the Development is entitled to only one membership in the Corporation, and the owner or owners thereof are subject to such rights and obligations as accrue to one membership in the Corporation. Membership shall be appurtenant to and may not be separated from ownership within the Development and shall transfer automatically to any transferee of any fee simple interest in any lot, building envelope, or building area therein.

2. Each member, other than those whose membership results from owning building envelopes or building areas in Lot 3, shall be entitled to one (1) vote, either in person or by proxy, for each one-thousandth (.001) of an acre in his or her lot, as shown on the final plat for the Development. For example, the owner of Lot 25, which comprises 0.441 acres, will be entitled to 441 votes.

Lot 3, which comprises 8.955 acres, will be allotted 8,955 votes. Those votes will be apportioned among the owners in Lot 3 as follows: For each individual owner, the number 8,955 will be multiplied by a fraction, the numerator of which will be the square footage of the owner's building envelope as shown on the final plat, whether or not a building has been constructed thereon, and the denominator of which shall be the total square footage of all the building envelopes in Lot 3, as shown on the final plat. Those calculations result in the following votes for each owner of a building envelope in Lot 3:

1 VOTE PER (.001) ACRE

<u>Building Envelope</u>	<u>Votes</u>
A	1,806
B	1,632
C	941
D	753
E	301
F	910
G	837
H	571
I	<u>1,204</u>
TOTAL	8,955

If a building envelope in Lot 3 is subdivided, the votes of each owner of a portion of the subdivided building envelope will be determined as follows: For each individual owner, the number of votes allotted to the applicable building envelope, as calculated above, will be multiplied by a fraction, the numerator of which shall be equal to the square footage of the individual owner's portion of the building envelope, whether or not a building has been constructed thereon, and the denominator of which shall be equal to the total square footage of the applicable building envelope. If the resulting numbers contain fractions less than one-half ($1/2$), the numbers shall be rounded down. If the resulting numbers contain fractions of one-half ($1/2$) or greater, the numbers shall be rounded up.

If a building area within a building envelope in Lot 3 is subdivided, the votes of each owner of a portion of the subdivided building area will be determined as follows: For each individual owner, the number of votes allotted to the applicable building envelope, as calculated above, will be multiplied by a fraction, the numerator of which shall be equal to the square footage of the individual owner's portion of the subdivided building area, and the denominator of which shall be equal to the total square footage in that building area. If the resulting numbers contain fractions less than one-half ($1/2$), the numbers shall be rounded down. If the resulting numbers contain fractions of one-half ($1/2$) or greater, they shall be rounded up.

In the election of Directors, each member shall have the right to vote the full number of his or her votes, a number of times equal to the number of Directors to be elected. Cumulative voting shall not be allowed.

3. Each member's ownership of land in the Development shall constitute and be construed as a proportionate right, title, and interest in and to the assets owned by the Corporation for the purposes of assessments required to carry out the purposes of the Corporation and in connection with liens pursuant to such assessments and the enforcement thereof. The Board of Directors shall have the power to make assessments in

accordance with the procedures set forth in the Declaration, and the owners shall be liable for such assessments.

ARTICLE VI

INITIAL REGISTERED OFFICE AND AGENT

The address of the initial registered office of the Corporation is P. O. Drawer 500, Ridgway, Colorado 81432. The name of its initial registered agent at such address is Robert N. Hunter, Jr. The business and affairs of such Corporation shall be conducted and carried on within the County of Ouray, State of Colorado. The principal office of the Corporation shall be located in the same place as the initial registered office.

ARTICLE VII

INITIAL BOARD OF DIRECTORS

The initial Board of Directors of the Corporation shall consist of five (5) Directors who will serve until the first annual meeting of members or until their successors shall have been duly elected and qualified. The names and addresses of said initial Directors are as follows:

<u>Name</u>	<u>Address</u>
Robert N. Hunter, Jr.	P. O. Drawer 9 Ridgway, CO 81432
Robert N. Hunter, III	P. O. Drawer 316 Ridgway, CO 81432
Ralph E. Walchle	3500 County Road 12 Ridgway, CO 81432
Connie Jo Abshear	P. O. Box 333 Ridgway, CO 81432
Robert Allison	4229 County Road 24 Ridgway, CO 81432

The members of the Corporation shall indemnify and hold harmless the Directors to the fullest extent of the law.

147105

Filed this 24th day of July, 1990, at 3:25 o'clock P.M.
Duly recorded in Book 215 Pages 870 thru 894
Addie A. Sim, Ouray County Clerk & Recorder

ARTICLE VIII

INCORPORATOR

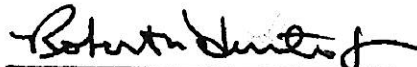
The incorporator of this Corporation is Robert N. Hunter, Jr., and his address is ~~P.O. Drawer 9~~, Ridgway, Colorado 81432.
144 U.S. Highway 550

ARTICLE IX

AMENDMENTS

Except as herein otherwise specifically provided, amendments to these Articles of Incorporation shall be adopted, if at all, in the manner set forth in the By-Laws; provided, however, that no amendment to the Articles of Incorporation shall be contrary to or inconsistent with any provision of the Declaration.

IN WITNESS WHEREOF, the undersigned has subscribed his name to the Articles of Incorporation of RIDGWAY U.S.A. ASSOCIATION, INC., a corporation not for profit, on this 26th day of June, 1990.



Robert N. Hunter, Jr.

STATE OF COLORADO)
) ss.
County of Ouray)

The foregoing instrument was acknowledged before me this 26th day of June, 1990, by Robert N. Hunter, Jr.

WITNESS my hand and official seal.

My Commission expires: August 16, 1993.


Notary Public

BY-LAWS
OF
RIDGWAY U.S.A. ASSOCIATION, INC.

ARTICLE I

MEMBERSHIP AND VOTING RIGHTS

Section 1. Owners-Members. Membership in this Association shall be as set forth in the Declaration of Covenants, Conditions, and Restrictions (hereinafter "Declaration") for the Ridgway U.S.A. Association, Inc. as recorded in the Records of the Clerk and Recorder of Ouray County, Colorado, and in the Articles of Incorporation for this corporation.

Section 2. Right to Vote. Members shall have such voting rights as provided in the Declaration and in the Articles of Incorporation for this corporation.

Section 3. Proxies. Voting by proxy is hereby authorized, provided that all proxies shall be filed with the Secretary of the Association at least 48 hours prior to the time of any meeting.

Section 4. Quorum. One-third (1/3) of the members entitled to vote shall constitute a quorum for the transaction of any business of the Association, including the election of Directors.

Section 5. Adoption of Resolution. It shall require a vote of not less than the majority of the members present at a meeting in person or by proxy to adopt a resolution presented for adoption at a membership meeting.

ARTICLE II

MEMBERSHIP MEETING

Section 1. Annual Meeting. The annual meetings of the members of the Association shall be held on the third Saturday of September commencing with the year 1991, or on such other date and at such time and place as may be fixed by the Board of Directors.

Section 2. Special Meetings. Special meetings of members of the Association may be called by the President, or by resolution of the Board of Directors of the Association, or upon a petition signed by not less than 25 percent of the members

entitled to vote, the same having been presented to the Secretary. A notice of any special meeting shall state the time and place of the meeting and the purpose thereof. No business shall be transacted at any special meeting except as stated in such notice.

Section 3. Place of Meeting. Meetings, both regular and special, of the membership shall be held at such suitable place within Ouray County, Colorado, as may be designated by the Board of Directors of the Association.

Section 4. Notice of Meeting. Notice of the annual meeting of members of the Association, setting forth the place, date, and time of such meeting, shall be mailed to members entitled to vote at least fifteen (15) days prior to the date fixed for such meeting. Notices of special meetings shall be given to members entitled to vote at least five (5) days prior to such meeting. All such notices shall be mailed by the Secretary of the Association, postage prepaid, and addressed to the member entitled to vote at his or her last known address shown on the records of the Association. Notice of any meetings as required above shall be provided to any holder of a first mortgage on a lot, building envelope, or building area within the Ridgway U.S.A. Development upon receipt by the Association of a written request from such first mortgagee to receive all such notices.

Section 5. Adjourned Meetings. If any meeting of the members cannot be conducted for lack of a quorum at said meeting, either in person or by proxy, the President may adjourn the meeting to a later date not more than ten (10) days from the time of the original meeting.

Section 6. Order of Business. The order of business at the annual meeting of members shall be as follows:

- (a) Roll call of members present entitled to vote;
- (b) Inspection and verification of proxies;
- (c) Reading of minutes of the preceding annual meeting;
- (d) Report of officers;
- (e) President's report;
- (f) Committee reports;
- (g) Election of members of the Board of Directors;
- (h) Unfinished business;
- (i) Establishment of annual assessments;
- (j) New business.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Number and Qualifications. The affairs and business of the Association shall be conducted by a Board of Directors consisting of not less than three (3) nor more than five (5) members who shall be elected at the annual meeting by members of the Association. Members of the Board shall serve until their successors are duly elected and qualified.

Section 2. Election and Term of Office. At annual meetings of the membership of the Association to be held as herein provided, the terms of office of the Directors may be fixed for such period of time as the membership may determine, and such terms may be staggered; that is, various members may be elected for terms of different lengths so that there will be a carryover of old Directors after each annual meeting, provided that nothing herein shall prevent the election of a Director whose term has expired to a new term.

Section 3. Vacancies. Vacancies in the membership of the Board of Directors caused for any reason other than the removal of a Director by a vote of the membership as herein permitted shall be filled by a vote of a majority of the remaining Directors. Such a vote shall be valid even though the remaining Directors do not constitute a quorum. Each person so elected shall be a Director until his or her successor is elected at the next annual meeting of the membership.

Section 4. Removal of Directors. A Director may be removed from office, with or without cause, at any regular or special meeting duly called by a vote of a majority of the members entitled to vote. A successor may then and there be elected to fill the vacancy. The term of office of any Director shall be deemed expired and that office declared vacant when such Director ceases to be a member of the Association by reason of the transfer of his ownership of a lot, building envelope, or building area.

Section 5. Compensation. Directors shall not be paid any compensation for their services performed as such Directors, unless a resolution authorizing such remuneration is adopted by the Board of Directors of the Association and ratified by resolution of the membership. Directors may be reimbursed for actual expenses incurred in connection with their duty as Directors.

Section 6. Organization Meeting. Within a period of ninety (90) days following the election of newly-elected Board of Directors, an organization meeting of the Directors shall be held at a time and place fixed by the Directors, at which meeting officers of the Association shall be elected as provided in Article IV.

Section 7. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as shall be determined from time to time by the President of the Association or by a majority of the Board of Directors. Notice of regular meetings of the Board of Directors setting forth the place, date, and time of such meeting shall be given to each Director personally or by mail, telephone, or telegraph at least three (3) days prior to such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President or Secretary on 48 hours' notice to each Director given personally, by mail, telephone, or telegraph, which notice shall state the date, time, and place of the meeting and the purpose thereof.

Section 9. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the receipt of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at a meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Presence may be by telephonic communication in such a manner as all directors present may hear and speak with each other.

Section 10. Quorum. A majority of the Board of Directors then in office shall constitute a quorum for transaction of any business of the Association. Where such a quorum exists, the act of a majority of the Directors present shall be a valid and binding act of the Board of Directors. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting to a later date. If a quorum is present at the next meeting after the adjournment, any business that might have been transacted at the adjourned meeting may be transacted without further notice.

Section 11. Duties. The Board of Directors shall carry out the duties and manage the affairs of the Association pursuant to and in accordance with the Declaration and the Articles of Incorporation of the corporation.

Section 12. Indemnification. The members of the Board of Directors shall not be liable to the members of the Association for any mistake of judgment, negligence, or other act, except in the event of willful misconduct or malfeasance. The Association shall indemnify and hold harmless each of the members of the Board of Directors against all liability to others arising out of contracts made by the Board of Directors on behalf of the Association and its members, and in connection with any acts performed pursuant to the Declaration, unless such Director or Directors are adjudged guilty of willful misconduct or malfeasance in the performance of their duties as Directors.

ARTICLE IV

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, Vice President, Secretary, and Treasurer, all of whom shall be elected by the Board of Directors. The offices of the Association may be combined, except that the President and Secretary shall not be the same person. Other officers or agents may be appointed or elected by the Board of Directors from time to time.

Section 2. Election of Officers. The officers shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officer. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President, including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President shall be able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall have the responsibility for keeping the minutes of all meetings of the Board of Directors and the Association and such correspondence as shall be necessary and such other duties as shall from time to time be imposed on him by the Board of Directors.

Section 7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements of the Association and deposit its funds in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Indemnification. Officers of the Association shall be indemnified for any act they may perform upon behalf of the Association, in the same manner as herein provided for indemnification of members of the Board of Directors, to the fullest extent of the law.

ARTICLE V

RULES AND REGULATIONS

The Board of Directors may from time to time promulgate Rules and Regulations consistent with and in furtherance of the Declaration, the Articles, and the By-Laws of the Association.

ARTICLE VI

COMMON AREAS

Section 1. The ownership, uses of, liability for, injury to, and assessment for the expenses of common areas of the Development shall be as set out in the Declaration and Articles of Incorporation. Each member of the Association shall have an equal right to use the common areas of the Development in ways that do not interfere with the businesses of others or the enjoyment by other members or their guests of the same common areas. Members shall not erect any structures on, or otherwise make use of, common areas in ways that would be offensive or obnoxious to other members.

ARTICLE VII

ASSESSMENTS

Section 1. Costs. Each member of the corporation shall be subject to an annual prorata assessment for the maintenance and operating expenses of the corporation as calculated under the Declaration. Such assessments may include payment of the debts of the corporation and interest thereon and the cost of extensions, additions, and improvements to common areas, common elements, and all other property owned or acquired by the corporation, as well as all other expenses of the corporation. Members shall be solely responsible for all costs and expenses related to their individual lots, building envelopes, and building areas and shall be liable for all other assessments of the corporation.

Section 2. Levy of Assessments. The amount of the annual assessment shall be determined by a vote of the members of the corporation at their annual meeting. The members of the corporation shall have the power at any special meeting of the members called for that purpose to levy additional assessments

necessary to meet the obligations of the corporation. The Board of Directors may by resolution establish rules and regulations concerning the operation of any particular aspect of the corporation, including utilities, parking, maintenance, and other matters. The Board may also levy such initiation assessments, monthly assessments, and other charges as it deems necessary and appropriate.

Section 3. Enforcement. The members, when levying any assessment, shall fix the date at which the assessment shall be due and payable. Any such assessment shall become delinquent thirty (30) days after the date so fixed, and thereafter such assessment shall bear interest at the rate of 18 percent per annum until paid. Members who are in arrears in the payment of any assessment (annual, monthly, or special) shall not receive, or be entitled to receive, any service for which the assessment is due. All past due assessments shall be and become a lien against all real property owned by the delinquent member, and the corporation shall have the right to institute foreclosure proceedings or prosecute a civil action against any delinquent member to recover the amount of any assessment which is delinquent, together with interest thereon, costs, and reasonable attorney's fees.

ARTICLE VIII

BOOKS AND RECORDS - INSPECTION

Section 1. Books and Records. The Board of Directors shall cause to be maintained at the principal office of the Association complete books of account of the affairs of the Association. The books shall include minutes of the proceedings of the Association and a current record of the names and addresses of those members entitled to vote.

Section 2. Inspection. Such books of account shall be open to inspection upon the written demand of any member or holder of a first mortgage on any lot for a purpose reasonably related to his or her interest as such owner or mortgagee and shall be exhibited to such owner or mortgagee at any reasonable time upon reasonable request made to the Board of Directors. Such inspection by any owner or mortgagee may be made in person, or by his agent or his attorney, and the right of inspection includes the right to make extracts and perform audits. All of the foregoing shall be at the expense of the owner or mortgagee requesting such inspection. Requests for inspection shall be made in writing directed to the President, Secretary, or to the Board of Directors.

ARTICLE IX

SEAL

The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, state of incorporation, and the word "Seal".

ARTICLE X

AMENDMENT

These By-Laws may be amended by a majority vote of the Board of Directors at any regular meeting or at any special meeting called for such purpose. The notice of the meeting to amend the By-Laws shall specify the proposed amendment in such notice. No By-Laws shall be amended nor shall supplemental By-Laws be added hereto which shall be in conflict with the statutes of the State of Colorado or the conditions, provisions, and terms of the Declaration or the Articles of Incorporation of the corporation.

ARTICLE XI

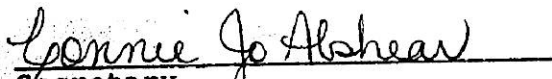
AMENDMENT TO ARTICLES OF INCORPORATION

If the Board of Directors deems it necessary to amend the Articles of Incorporation, it shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members entitled to vote thereon, which may either be an annual or special meeting. The question of whether to adopt an amendment shall also be submitted whenever at least one-twentieth (1/20) of the members entitled to vote thereon so request. Written notice setting forth the proposed amendment or a summary of the changes effected thereby shall be given to each member entitled to vote at such meeting within the time and in the manner established in these By-Laws for the giving of notice of meetings of members. The proposed amendment shall be adopted by a two-thirds (2/3) affirmative vote of the members entitled to vote at the meeting in person or by proxy.

The foregoing By-Laws were duly adopted at a meeting of the Board of Directors held the 5TH day of JULY, 1990.


President

ATTEST:


Secretary

ANNEXATION AND UTILITY EXTENSION AGREEMENT
AND DECLARATION OF COVENANTS

THIS AGREEMENT is entered into between the Town of Ridgway, Colorado (Town) and Ridgway Land Company, a Colorado Limited Partnership, (Developer or Grantor).

In consideration of the mutual covenants contained herein, the parties agree as follows:

I. The Developer in consideration of the Town annexing Developer's property described on Exhibit "A" hereto, (Property) hereby agrees as follows:

A. Sewer

1. Developer shall cause a Town sewer main, lift station and related facilities to be constructed adequate to serve the Property and other property in the area extending from the Town's sewage treatment plant to and throughout the Developer's property at Developer's expense.
2. The sewer line shall be constructed in full conformity with the Town's sewer specifications and the provisions of this Agreement. The plans have been submitted to the Town for review. The approved plans have been appropriately marked.
3. The sewer line shall be routed in part within easements to be acquired by Developer and conveyed to the Town free and clear of any encumbrances.
4. The Town agrees to assist Developer in obtaining any necessary right-of-way including the exercise of its powers of eminent domain if necessary. All costs incurred by the Town in assisting the Developer shall be reimbursed to the Town by Developer.
5. Following approval of this agreement by the Town including the plans for the construction of the sewer main, Developer shall proceed to construct such sewer at his expense and complete construction with due diligence within twelve (12) months of the date of this Agreement.
6. An appropriate lift station should be located on the east side of the Uncompahgre River. Sewer main sizes shall be as specified by Developer's plans dated June 1, 1990. A back up power supply shall be required for all lift stations.

7. Developer shall be responsible for obtaining approval of any necessary site applications or other approvals of the State of Colorado or United States.
8. The Town may impose a surcharge for sewer service to property served by the lift station and require a notice to that affect to be placed on any plats, or otherwise recorded in the Ouray County records.
9. Following completion, submission of as-builts compatible with existing Town sewer maps and approval by the Town, the sewer main, appurtenant facilities, easements and rights-of-way shall be conveyed to the Town, free and clear of all liens or encumbrances. Developer shall provide the Town with a list of costs incurred in construction.
10. Following approval of the completed sewer main by the Town, the Developer is responsible to provide maintenance and repairs for the sewer main for a period of one year and for the lift station for a period of three years including any necessary sanitation of the lift station. This maintenance obligation will be secured by either maintenance contract and contract bond, a cash escrow account in the amount of 10% of the completed costs of the main and lift stations or a clean, irrevocable letter of credit in such amount. In addition, in the event that the Developer fails to fulfill his maintenance and repair obligations, the Town may provide for such maintenance and repair and collect its costs from Developer and shall have a lien against the Property for such costs. The Town may collect said costs by foreclosure of the lien or as a delinquent charge against the Property, or in any other lawful manner.
11. Submitted herewith to secure Developer's obligations to construct the sewer main is security in the amount of \$235,043.75 (1.25 x estimated construction cost) in the form of clean, irrevocable letter of credit. In the event that Developer fails to construct the sewer main in accordance with the provisions hereof, the Town may utilize such security to cause the completion of such construction. Developer shall remain liable for the actual costs of construction not covered by the security.

B. Water

1. Developer promises to pay to the Town the amount of \$67,500 dollars to be due and payable two years from the date of this Agreement or when the equivalent of

twenty 3/4" water taps have been purchased for water service to serve the Property. This obligation is secured by a clean, irrevocable letter of credit in said amount which is attached hereto. In the event that Developer fails to make payment on the due date, the Town shall have the right to negotiate the letter of credit and obtain such amount for the Town.

2. In consideration of receiving such payment, the Town agrees to provide water service to the Property in accordance with the terms and conditions of Town ordinances and regulations as such may be amended from time to time.

C. Development

1. As further consideration for annexation of the Property and the Town's agreement to provide Town water and sewer service to the property, the terms, provisions and conditions of the Planned Unit Development Plan for Lot 3 Ridgway Land Company Subdivision as approved by the Town Board on June 13, 1990, the terms, provisions and conditions of the subdivision plat for the Ridgway Land Company Subdivision approved by the Town Board on June 13, 1990, the terms, provisions and conditions of the Replat of Eastside Subdivision approved by the Town on June 13, 1990, together with the Subdivision Improvements Agreement accompanying such plats dated June 13, 1990 and June 13, 1990, shall be binding upon Developer and may be enforced as part of this Agreement. The Town shall have no obligation to approve or allow, and may disallow, any amendments or modifications of said plats, approvals or agreements regardless of whether such changes are consistent with Town ordinances or regulations or not. The Town shall have the right to deny any building or occupancy permits, water or sewer taps or other development permits or licenses or approvals for any development not completely consistent with said plats and agreements.
2. Developer agrees that security to ensure completion of subdivision improvements shall be met by means acceptable to the Town, other than lien agreements.
3. Developer shall submit "as-builts" plans to the Town for any irrigation system. Said system shall be designed to safeguard against cross-connections with the Town water system. The Town shall have no obligation to maintain such system if developer fails to do so.

D. Motel Construction

1. Developer shall construct a motel on Lot 1, Ridgway Land Company Subdivision with at least thirty units and obtain a building permit therefor no later than eighteen months from the date of this Agreement, and completed within eighteen (18) months thereafter.
2. As security for such obligation, the Town is hereby granted an option to purchase Lot 1, Ridgway Land Company Subdivision for \$10.00 in the form attached hereto which the Town may exercise upon Developer's failure to meet said obligation. Such option shall be accompanied by a title insurance policy insuring the title free and clear of all liens and encumbrances or defects affecting marketable title.

II. Breach by Developer: Town's Remedies.

- A. In the event of a breach of any of the terms and conditions of this Agreement by the Developer, the Town Board of Trustees shall be notified immediately, and the Town may take such action as the Town deems necessary to protect the public health, safety, and welfare, to protect lot buyers and builders, and to protect the citizens of the Town from hardship and undue risk. These remedies include but are not limited to:
 1. The refusal to issue or approve for Developer, any building permit, certificates of occupancy, water tap, sewer tap or other Town license or permit or the revocation of any such permit previously granted.
 2. The utilization of security given for the completion of the improvements in accordance with the provisions of this Agreement.
 3. The refusal to consider further development plans within the Property.
 4. The initiation of an action for specific performance, damages or both.
 5. The initiation of any other remedy available at law or as provided by this Agreement.
- B. Unless necessary to protect the immediate health, safety and welfare of the Town, the Town shall provide the Developer twenty (20) days' written notice of breach and of its intent to take any action under this Paragraph. Said Notice may be either hand-delivered or sent by

Certified U. S. Mail, return receipt requested, and shall be effective upon hand delivery or deposit in the mail. During the twenty-day period, the Developer may cure the breach described in the Notice.

- III. THIS AGREEMENT shall be binding upon the heirs, successors and assigns of the parties hereto and may be amended only by written agreement of the parties.
- IV. Developer shall reimburse Town for all costs incurred by the Town with respect to this Agreement, annexation, and related development and subdivision activities including reasonable attorney and engineering fees, including reimbursement as required by the Ridgway Municipal Code.
- V. THIS AGREEMENT is dated June 13, 1990.
- VI. The Developer declares that the terms, covenants, conditions, restrictions and obligations of this Agreement shall be deemed to run with the Property and shall be binding and accrue to the Developer, his successors and assigns and any person acquiring and holding an interest in the Property, his grantees, successors, heirs, executors, administrators or assigns.
- VII. Upon completion of construction by the Developer of those Public Improvements to be conveyed to the Town, the Town Engineer shall inspect those improvements and certify, with specificity, their conformity, or lack thereof, to applicable Town standards and specifications. The Developer shall make all corrections necessary to bring those Public Improvements into conformity with this Agreement. Once approved by the Town's engineer, the Town shall accept said improvements upon conveyance, subject to the terms of this Agreement and other applicable agreements and Town ordinances and regulations.
- VIII. Notice. All notices required under this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, postage prepaid, to the addresses of the parties set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to the Town: Town of Ridgway
P. O. Box 10
Ridgway, CO 81432

Notice to Developer: Ridgway Land Company
P. O. Box 9
Ridgway, CO 81432

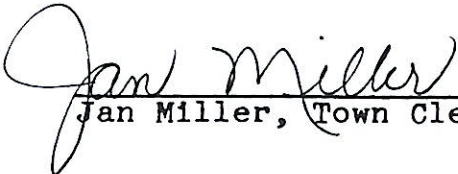
- IX. Developer warrants that all improvements made and conveyed to the Town pursuant to this Agreement and the PUD and Subdivisions referenced in paragraph I(C), shall be free from all defects in materials and workmanship.
- X. Developer may not assign this Agreement without the written consent of the Town, which consent shall not be unreasonably withheld.
- XI. This Agreement shall be recorded.
- XII. Force Majeure: If Developer is unable to meet any deadline herein on account of acts of God, strike, war, riot, fire, flood or other catastrophe, or delays caused by acts of governmental agencies or difficulties in obtaining easements out of Developer's reasonable control, Developer shall not be held in breach of this agreement to the extent of delays caused by such events.

TOWN OF RIDGWAY, COLORADO

by



Donald Batchelder, Mayor

ATTEST:



Jan Miller, Town Clerk

RIDGWAY LAND COMPANY,
a Colorado Limited Partnership

by


Robert N. Hunter, Jr.
General Partner

ATTEST:

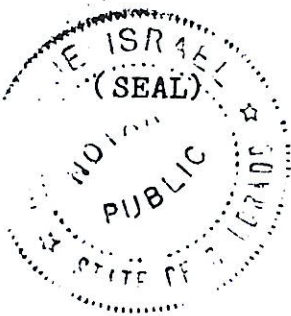

Bonnie Jo Abshagen
Sec. Ridgway Land Company

STATE OF COLORADO)
) ss.
 COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this 9th day of October, 1990, by Donald Batchelder, Mayor of the Town of Ridgway, Colorado and Jan Miller, Town Clerk of the Town of Ridgway, Colorado.

Witness my hand and official seal.

My commission expires: June 15, 1994



Marion Israel
 Notary Public

975 S. Lewis - Ridgway, CO 81432
 Address

STATE OF Colorado)
) ss.
 COUNTY OF Ouray)

The foregoing instrument was acknowledged before me this 27th day of June, 1990, by Robert N. Hunter, Jr., General Partner and N/A, N/A of Ridgway Land Company, a Colorado Limited Partnership.

Witness my hand and official seal.

My commission expires: 8/16/93



Charles Graham
 Notary Public

629 Fourth St. Ouray, CO 81427
 Address

EXHIBIT "A"

PROPERTY DESCRIPTION

tract of land situated in Section 16, Township 45 North, Range 8 West, N.M.P.M., being more particularly described as follows:

commencing at the east quarter corner of said Section 16; thence West, 1515.63 ft.; thence $N9^{\circ}54'59''W$, 314.75 ft. to the true point of beginning; thence $N89^{\circ}58'11''W$, 866.76 ft. to a point on the easterly right-of-way line of U.S. Highway 550; thence the following courses along said easterly right-of-way line: $N39^{\circ}10'55''W$, 510.20 ft.; 1149.73 ft. along the arc of a curve to the right having a radius of 12,013.65 ft. and a central angle of $05^{\circ}29'00''$; 17.44 ft. along the arc of a curve to the right having a radius of 1223.30 ft. and a central angle of $00^{\circ}49'01''$; thence leaving said easterly right-of-way line $S89^{\circ}48'05''E$ along the north line of the $S\frac{1}{2}N\frac{1}{2}$ of said Section 16, a distance of 1399.12 ft.; thence $S20^{\circ}16'39''E$, 1391.48 ft.; thence $S00^{\circ}02'39''W$, 100 ft. to the true point of beginning, containing 35.335 acres and also known as lots 1 through 4 and a part of lots 9 through 12 of the Donovan Subdivision, Ouray County, Colorado

ANNEXATION AND UTILITY EXTENSION
AGREEMENT AND DECLARATION OF

No. COVENANTS

TOWN OF RIDGWAY

To

RIDGWAY LAND COMPANY

STATE OF COLORADO, } ss.
COUNTY OF OURAY }

I hereby certify that this instrument
was filed for record in my office at

10:25 o'clock A.M.

October 9, 1990, 19__, and

is recorded in Book 217

page 34, 35, 36 & 37

Addie A. Sim,

County Clerk and Recorder

By

John Randall
Deputy

Fee \$ 40.00

Town of Ridgway

Box 10

Ouray, Co. 81427

RIDGWAY LAND COMPANY SUBDIVISION
SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT

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

WITNESSETH:

The Subdivider agrees that in consideration of receiving final plat approval from the Town for the Subdivision known as Ridgway Land Company Subdivision and for the Planned Unit Development Plan for Lot 3, PUD, Ridgway Land Company Subdivision, as follows:

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

A. Public Improvements

<u>Improvement</u>	<u>Completion Date</u>	<u>Estimated Cost</u>
Streets (gravel)	7/1/91	\$106,635
Street Signs (Included with Streets)		
Water Distribution & Fire Prevention System	7/1/91	63,516
Sanitary Sewer System	7/1/91	104,409
Telephone & Electricity	7/1/91	80,066
Lot 3 Monuments	Completed following cut and fill operations	

B. Ridgway U.S.A. Association, Inc. Owned Improvements

<u>Improvement</u>	<u>Completion Date</u>	<u>Estimated Cost</u>
Lot 3 Common Area Improvements	**	\$154,592
Irrigation Water System	7/1/91	29,732
Landscaping	7/1/91	19,500
Drainage Systems, including French Drain	7/1/91	Not Available

** Parking spaces, aisles and access roads and landscaping and other common area improvements as reasonably required to serve any building or unit shall be completed in accordance with the Master Plan prior to issuance of any Occupancy Permit for any building or unit. Such improvements shall meet the requirements of the Declaration of Covenants, Conditions and Restrictions recorded in Book 215, Page 870 of the Ouray County Records.

2. As security to guarantee the proper construction and acceptance of the above public improvements by the completion date specified, Grantors have delivered to the Town a clean irrevocable letter of credit in the estimated cost of such improvements.

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

3. When Subdivider has completed any or all of the required improvements, Subdivider shall submit, when required, "as built" drawings and request the Town or affected utility to inspect such improvements for proper completion. If the Town or affected utility determines that the improvement or improvements have been completed in accordance with the requirements of this Agreement and the Town's Subdivision Regulations, it shall certify such, in writing, and the applicable portion of the security for the completed improvements may be released. For 1 year from the date of the Certification of Completion, Subdivider agrees to correct and repair any defect in any public improvement which appears due to materials or workmanship, and shall be responsible for the costs of maintenance of the following improvements during such one year period:

All public improvements

All Association owned improvements shall be maintained by the Association.

4. This Agreement shall be binding upon the heirs successors or assigns of the Subdivider or the Town, provided that Subdivider may not assign this Agreement without express written consent of the Town. This Agreement shall be a covenant running with the land as described above.
5. This Agreement may be enforced by the Town in any lawful manner, and the Town may compel the Subdivider to adhere to the agreement by an action for specific performance or an injunction in any court of competent jurisdiction. Subdivider understands that no water or sewer taps or building or occupancy permits shall be granted or

issued and no sale of any lot may occur if Subdivider is in breach of any provision of this Agreement at any time. This Agreement may also be enforced in accordance with the Colorado Planned Unit Development Act.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 13 day of JUNE, 1990.

TOWN OF RIDGWAY, COLORADO

By *Donald L. Batchelder*
Mayor

ATTEST:

Jan Miller
Town Clerk

RIDGWAY LAND COMPANY,
a Colorado Limited Partnership

by *Robert N. Hunter, Jr.*
Robert N. Hunter, Jr.,
Managing General Partner

STATE OF COLORADO)
COUNTY OF OURAY) ss.

Subscribed and sworn to before me this 9th day of October, 1990, by Donald L. Batchelder, Mayor and Jan Miller, Town Clerk, of the Town of Ridgway, Colorado.

Witness my hand and official seal.
My Commission expires: June 15, 1994

Marjorie Israel
Notary Public

925 So. Lane Ridgway, CO 81434
Address

STATE OF COLORADO)
COUNTY OF OURAY) ss.

Acknowledged before me this 27th day of June, 1990, by Robert N. Hunter, Jr., Managing General Partner of Ridgway Land Company, a Colorado Limited Partnership.

Witness my hand and official seal.
My commission expires: 8/16/93

Charles G. Schumacher
Notary Public

629 Fourth St., Ouray, CO 81427
Address

RIDGWAY LAND COMPANY SUBDIVISION
IMPROVEMENT & LIEN AGREEMENT
No. 127690

RIDGWAY LAND COMPANY

To

TOWN OF RIDGWAY

STATE OF COLORADO, } ss.
COUNTY OF OURAY

I hereby certify that this instrument
was filed for record in my office at

10:25 o'clock A.M.

October 9, 19 90, and

is recorded in Book 217,

pages 43 & 44.

Addie A. Sim

County Clerk and Recorder

By

John Fordlander

Deputy

Fee \$ 15.00

Town of Ridgway

Box 10

Ridgway, Co. 81432

RIDGWAY LAND COMPANY SUBDIVISION PLAT RESTRICTIONS

These plat restrictions are hereby declared and set out by Ridgway Land Company, a Colorado Limited Partnership, hereinafter called Declarant and the Town of Ridgway, Colorado, hereinafter called Town or Grantee. OK

WITNESSETH: WHEREAS, the Town of Ridgway, Colorado has approved the final plat of Ridgway Land Company Subdivision, Town of Ridgway, County of Ouray, State of Colorado on the condition that the Declarant execute and declare these plat restrictions which are incorporated by reference as part of the Ridgway Land Company Subdivision final plat. OK

THEREFORE: 1. Declarant is the owner of the real property located in Ouray County, Colorado, described as

Lots 1 through 3, 27 through 34 and Lot A, Greenbelts and Common Areas, Ridgway Land Company Subdivision, Town of Ridgway according to the Official Plat thereof on file in the Ouray County records.

2. Declarant hereby declares that the following terms, covenants, conditions, restrictions, and obligations shall be deemed to run with the land described in paragraph 1 above, and shall be binding and accrue to the Declarant, its successors and assigns and any person acquiring and holding an interest in said property, their grantees, successors, heirs, executors, administrators or assigns. OK

3. Declarant hereby agrees that upon the request to be made no sooner than July 1, 1992 of the Town, he will execute a petition for the creation of an Improvement District for the construction and payment of all costs associated therewith of the following improvements: cement sidewalk and paving of Hunter Parkway and Cimarron Drive as shown on the plat of Ridgway Land Company Subdivision. PETITION FOR IMPROVEMENT DISTRICT

Declarant hereby appoints the Ridgway Town Clerk as his agent, and attorney in fact to execute such Petition on his behalf.

4. Directional/off premise signs. Directional signs shall be located only on those areas designated for them on the plat. At such locations no individual business shall have a sign larger than three square feet. Directional signs shall be erected and maintained by the Ridgway U.S.A. Association, Inc. (hereinafter referred to as the Association). OK

5. Rear Area Signs. Businesses on lots abutting State Highway 550 shall not utilize more than fifty percent (50%) of the total sign area allowable for that business for signs which face State Highway 550. Signs facing State Highway 550 shall be attached directly and flush to a building and shall not be free standing. OK

9. Trash storage/pick-up areas shall be located to the rear of the front building line of the principal commercial building on the lot and shall be accessed by a parking aisle or travel way. Trash storage areas located directly behind a building, between it and the rear lot line, shall be provided access by at least a single lane travel way. Backing in one direction for pick up will be permitted. OK

10. Access from a public street to each lot shall be limited to two single driveway lanes, one each for ingress and egress with a minimum width of 12 feet for each lane. Ingress and egress may be combined at a single point with a minimum overall width of 24 feet. Access points shall not be allowed closer than twelve feet from a side lot line. OK

11. Parking spaces, parking aisles and travel ways may be located within easements provided for utilities. OK

12. Access between lots shall be limited to not more than twenty-four (24) feet of improved travel way. OK

B. The Building Official, if all other requirements of the Town of Ridgway building codes have been met along with applicable requirements of the plats of the Ridgway Land Co. Subdivision and Lot 3 PUD, Ridgway Land Co. Subdivision, shall issue a building permit based on demonstrated conformance with the above dimensional requirements. Any increase in customer floor area beyond that declared in an original building permit application shall be allowed only by means of application and approval of a new building permit and any increase without an appropriate building permit shall be considered a violation of the building code. OK

C. Customer Floor Area is defined as those spaces within the inner walls of a commercial structure to which members of the general public either have or are allowed access on a routine basis for the transaction of business. It shall not include spaces used principally for storage, warehouse, product assembly and fabrication or administrative office purposes, even though members of the public might be granted occasional access. OK

7. All trash receptacles and any outside storage of materials shall be screened from view from all public rights of way. OK

8. The twenty foot easement adjoining State Highway 550 shall be planted and developed by Declarant and maintained by the Association in accordance with the requirements of the Subdivision Improvements Agreement and approved development plans and standards. All ditches, common areas, greenbelt, and irrigation water system shall be maintained in good order by the Association. OK

STATE OF COLORADO)
) ss.
 COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this
27th day of June, 1990, by Robert N. Hunter, Jr.,
 Managing General Partner of the Ridgway Land Company, a Colorado
 Limited Partnership.

Witness my hand and official seal.
 My commission expires: 8/16/93

Charles G. Rahm
 Notary Public

629 Fourth St. Ouray, CO 81427
 Address

(SEAL)

STATE OF COLORADO)
) ss.
 COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this
9th day of October, 1990, by Donald L. Batchelder, Mayor
 of the Town of Ridgway, Colorado and Jan Miller, Town Clerk of the
 Town of Ridgway, Colorado.

Witness my hand and official seal.
 My commission expires: June 14, 1994

Mayrin Israel
 Notary Public

275 S. Lima Ridgway, CO 81432
 Address

(SEAL)



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Summary

Details			
Name	RIDGWAY LAND COMPANY L.L.P.		
Status	Good Standing	Formation date	07/09/1990
ID number	19901073316	Form	Limited Liability Limited Partnership
Periodic report month	February	Jurisdiction	Colorado
Principal office street address	1509 AMERICAN WAY, MONTROSE, CO 81401, United States		
Principal office mailing address	n/a		

Registered Agent	
Name	ROBERT HUNTER
Street address	1509 AMERICAN WAY, MONTROSE, CO 81401, United States
Mailing address	n/a

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AGENDA ITEM #3

PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
AUGUST 30, 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 Liske, Nelson, Mayor Pro-Tem Meyer, Mayor Clark and Chairperson Montague were in attendance. Commissioner Franz was absent, and Commissioner Emilson was late.

PUBLIC HEARING

1. Application for Sketch Plan Location: McChesney Minor Subdivision, Lot 2; Zone: Residential and Future Development; Applicant: Chris Hawkins DBA/Alpine Planning, LLC, Owner: Four Winds Ranch, LLLP and Estate of Bernadine C. Endicott

Staff Report dated August 26, 2022, presenting background, analysis and recommendation prepared by TJ Dlubac, AICP of Community Planning Strategies. The Staff Report included public comment letters received for the May 30, 2022 Regular Planning Commission Meeting, from Ridgway residents Charles and Kathy Ewert, Nichole Moorman, Fred and Margaret Quist, Glen and Connie Anderson, Anthony Gegauff, Kevin Chismire, Dan Brillon, David Burger, Jeannemarie Smith, Michelle and Mark Smail, Joan Chismire, Audra Duke, Jack and Karen Fay, Stephen McComb and Bob Tesch. Ann Mellick, Anthony Gegauff and David Burger submitted additional comment letters after the agenda packet was published, but prior to the meeting.

TJ Dlubac presented an Application for a Sketch Plan for a subdivision that would include 20 single family homes, with the possibility of 20 accessory dwelling units (ADU) as a use by right. The subdivision would be constructed on the vacant Lot 2 of the McChesney Subdivision (zoned Future Development) and include 9.5 adjacent acres of the Endicott parcel (zoned Residential) in which a single-family home exists. He reviewed access to the proposed subdivision, parking, utilities, Master Plan conformance, land use and dimensional standards. Dlubac noted that though the proposed project conforms to the Master Plan, impacts for up to 20 ADU's, and only one access point to the subdivision via Terrace Drive from Highway 550 should be considered.

The Planner explained the proposed project would trigger improvements to Highway 550 and the applicant has had preliminary discussions with the Colorado Department of Transportation (CDOT) since the highway is CDOT's jurisdiction. He commented Staff is agreeable to the requests for gravel roads within the proposed subdivision, but safe pedestrian connections must be provided through the subdivision.

Dlubac said there is an existing water main line going to the subdivision and the applicant is recommending the installation of a second water tank, though Staff does not think this is a comprehensive solution to ensure water supply or pressure. The Planner explained septic systems will be utilized for each parcel's sewer as an interim solution for a sanitized treatment system, noting the proposed project cannot be served by the existing sewer lines which would require a significant investment from the Town for the lines to be extended to each parcel. He recommended plat notes for each parcel stating the property owner would be required to contribute to a General Improvement District for the subdivision's future public improvements and utility connections.

Planner Dlubac recommended approval of the application with the conditions noted in the Staff Report dated August 26, 2022, and per the comments discussed in the review letter dated September 10, 2022 (noted as August 10, 2022, in the Staff Report).

Commissioner Emilson entered the meeting at 6:10 p.m.

The Planning Commission discussed the application with staff. The Commission noted the parcel is not in the Town's initial growth boundary on the Land Use Map.

Eric Foust, Developer for the Applicant introduced the Development Team. He noted the team members live and/or work in Montrose or Ridgway, explained their diverse backgrounds and stressed the level of commitment and accountability to the Town from the Team. Foust explained that the subdivisions' ADU covenants would be long-term rentals only and would be available only to people who live or work in Ouray County. He further explained the covenants will require homes to be 70% solar powered, require conduit for electric vehicle charging; the sagebrush habitat will remain protected, grass watering will virtually be eliminated; the square footage of the homes will range from 2500sq. ft.- 4800sq. ft. and 30% of the parcel will remain open space.

Applicant Chris Hawkins explained the parcels were annexed into the town limits in 1981 and designated as a residential zone at that time. He outlined the zoning and rezoning occurring with Lot 1 and Lot 2 pursuant to town archives, noting development has always been the intention for both parcels. Hawkins also compared the proposed subdivision with the Vista Terrace Subdivision. He revealed the Vista Terrace Subdivision consists of more acreage, more lots, has higher density and less open space than the proposed neighboring subdivision.

Mr. Hawkins explained protecting the sage brush habitat for wildlife is a priority with the development and will be incorporated into the landscaping. No permanent fencing will be allowed, fenced dog runs and bear-proof trash containers that are stored inside will be required. He clarified the development is not intended to mirror the Vista Terrace Subdivision.

Roger Freeman, renewable energy specialist and member of the Development Team provided background on renewable energy covenants and the advantages of installing sustainable, renewable technology at the time homes are constructed verses retrofitting. He explained the solar and sustainable technologies for each home in the proposed subdivision will have an integrated design for current and future trends.

Hawkins commented that the Master Plan allows up to 43 units to be developed on the parcel and the request before the Commission is for 20. He noted the open space consists of natural slopes with a 30% grade, and that is considered a buildable area in most communities. Mr. Hawkins further explained the proposed development comports with the Master Plan, and water conservation will be encouraged. He commented that the development may propose a pedestrian/bike trail to the river, homeowners will be required to participate in an improvement district, ADU's may be capped at 25%, and a traffic study will be coordinated with the Department of Transportation (CDOT).

The Planning Commission acknowledge the change in philosophies over time and with the current population in Ridgway regarding zoning, de-zoning, and rezoning that has occurred. They also expressed concerns regarding the number of proposed homes.

Chairperson Montague confirmed that each Commissioner reviewed the 3 letters submitted to the agenda packet as a late addition.

The Chairperson opened the hearing for public comment.

Steven McComb expressed concerns regarding the lack of a secondary egress in the entrance plan. He produced and presented a traffic analysis video of the Terrace Drive/ Highway 550 intersection. The video illustrated in real-time traffic flow, the dangerous congestion and difficulty for pedestrians crossing the

highway, and difficulty for vehicles to enter the highway at the intersection. Mr. McComb said the current northbound acceleration lane is too small for the existing traffic, the proposed pedestrian/bike path discharges at the intersection, and a secondary egress is needed to relieve the traffic at the intersection. He asked the Commission to thoroughly review the application and not approve it *since this dangerous situation has not been adequately addressed in the hearing packet.*

Dan Brillon said the proposed subdivision does not match the look and feel of the Vista Terrace Subdivision, the proposed subdivision changes the neighborhood's character and is not an appropriate transition.

Anthony Gegauff expressed concerns that Terrace Drive is the only entrance or exit to the Vista Terrace Subdivision and the proposed Subdivision. He noted concern that there would be no way out of either subdivision if a fire broke out in the dense vegetation located at the intersection of Terrace Drive and Vista Drive. Mr. Gegauff also stated gravel roads are not acceptable due to maintenance on steep slopes, and that the plowed mud and ice would flow down to the catch basin in Vista Terrace causing additional road maintenance issues. He stated there needs to be a separate emergency egress for the proposed subdivision.

Pam Foyster said the proposed project *does not meet criteria for approval when put into context of the Master Plan's community values, specifically items 1-5.* Foyster expressed opposition to funding a general improvement district, allowing dogs and cats to roam unattended in yards and only one egress into the Vista Terrace Subdivision. She said Lot 2 was intentionally categorized out of the Initial Growth Boundary during the Master Plan process because growth has been focused on the core of town and expanded from that point. Ms. Foyster called the proposed project a "leap-frog project" because it is proposed to occur prior to the 2019 Master Plan's projected growth. Foyster pointed out that the Master Plan's projected growth for this parcel is to occur within 10-20 years. Allowing the development to proceed before the Town can accommodate the growth creates problems that are dealt with reactively she concluded.

Ouray County resident, Russ Caplan, who considers himself a "candidate resident" said the all-electric nature of the proposed project makes sense and expressed concern about the ingress and egress into the subdivision. He suggested reducing the speed limit through that section of the highway to enhance safety.

Ann Mellick said the proposed size for the homes is not in character with Ridgway and asked that the allowed size for the structures be reduced. Mellick questioned if the step plan for the Endicott acreage means more future development. She said the open space is not useable and expressed concerns regarding water delivery. Mellick asked the Commissioners to "slow down" consideration of the application.

Roy Clingan expressed concerns regarding the validity of the Water Assessment Report and current water availability and use, as well as the number of deer hit on Highway 550. Clingan asked if the proposed homeowners association would affect Vista Terrace residents and if modular homes would be allowed.

Kuno Vollenweider shared his experience with erecting structures on slopes greater than 20 degrees and warned that building on a slope invites erosion and visual impact issues.

The Chairperson closed the hearing for public comment.

The Planning Commission discussed the application with staff. They acknowledged that the ingress/egress issue is the biggest concern with residents, and that it is an existing issue with the Vista Terrace Subdivision. They noted the proposal does not address fire safety issues, expressed concern for the number of septic systems, the density proposed, homes constructed on the ridge lines and the parcel not being situated in the Initial Growth Boundary on the 2019 Land Use Map.

The Chairperson opened the hearing for public comment so that Contractor Foust could address their questions.

Foust said the project would move forward with conditional approval. A traffic study has already been performed by an independent traffic engineer and that has been submitted to CDOT to address the highway issue. The Development Team would work with the Town to find a reasonable solution to the egress problem. The Team will also try to resolve the existing egress problem on the highway that currently affects the Vista Terrace Subdivision on behalf of the neighborhood.

The Chairperson closed the hearing for public comment.

The Commissioners continued the discussion with staff and the applicant. They commented that a revised Sketch Plan should include a secondary easement, resolution for the wildlife corridor running through the parcel, resolution for the egress issue, reduced density, and how to deliver adequate water supply and sewer sanitation to the new development.

Mr. Foust requested a 4-month continuance to address the concerns discussed in the hearing.

ACTION:

Mayor Clark moved to continue the Application for Sketch Plan for: Location: McChesney Minor Subdivision, Lot 2; Zone: Residential and Future Development; Applicant: Chris Hawkins DBA/Alpine Planning, LLC to the December Regular Planning Commission Meeting to provide time for the Applicant to work through the findings in the Staff Report dated August 26, 2022, and to address the Planning Commissions concerns discussed in this hearing. The motion was seconded by Mayor Pro-Tem Meyer. On a call for the roll call vote, the motion carried unanimously.

The Commission paused for a break at 8:15 p.m. and resumed at 8:25 p.m.

2. Application for Final Plat; Location: Town of Ridgway, Block 20, Lots 16-18; Zone: Historic Residential; Applicant: Beth Lakin; Owner Beth Lakin

Chairperson Montague recused herself from the hearing due to a conflict of interest. Mayor Clark assumed the role of Chairperson during the hearing.

Staff Report dated August 26, 2022, presenting background, analysis and recommendation and Review Letter dated August 26, 2022, regarding plat review comments, prepared by TJ Dlubac, AICP of Community Planning Strategies.

Dlubac presented an Application for Final Plat that would subdivide one parcel containing Lots 16-18 into 2 lots; requiring the sewer line to be extended to the newly created lot. The Planner explained the work is underway and will be completed before a structure is built on the newly created parcel. He reviewed the current dimensional standards, access and utilities as they exist after the lot split. Mr. Dlubac noted the gravel driveway for Lot 1 encroaches onto Lot 2 and will require an easement if the driveway is to remain in place or it will need to be removed. He recommended approval of the application with the following conditions: 1.) *The applicant shall address all outstanding planning comments identified in the review comment letter dated August 26, 2022, to the satisfaction of the Town Staff prior to the application being scheduled for consideration at the Town Council.* 2.) *The sewer line extension shall be completed and accepted by the Town prior to a building permit being issued for Lot 2.*

Applicant Beth Lakin said a garage will be constructed off the alley for Lot 1 and parking will be off the alley. She said the encroaching driveway is no longer needed so she will park in the alley from now on.

The Chairperson opened the hearing for public comment.

Michelle Montague said she is in favor of the lot split.

The Chairperson closed the hearing for public comment.

ACTION:

Mayor Pro-Tem Meyer moved to recommend approval to the Town Council for the Application for Final Plat; Location Town of Ridgway, Block 20, Lots 16-18; Zone: Historic Residential; Applicant: Beth Lakin; Owner Beth Lakin, with the following conditions: 1.) The applicant shall address all outstanding planning comments identified in the review comment letter dated August 26, 2022, to the satisfaction of the Town Staff prior to the application being scheduled for consideration at the Town Council. 2.) The sewer line extension shall be completed and accepted by the Town prior to a building permit being issued for Lot 2. The motion was seconded by Commissioner Nelson. On a call for the roll call vote, the motion carried unanimously.

Chairperson Montague re-entered the public hearing.

3. Continuance Request for Application for Sketch Plan; Location: Lot 3 PUD, Ridgway Land Company Subdivision; Zone: General Commercial; Applicant: 2-Build Ridgway, LLC; Owner: Ridgway Land Company, LLLP

Staff Report dated August 26, 2022, presenting background, analysis and recommendation prepared by TJ Dlubac, AICP of Community Planning Strategies.

The Planner explained the application was continued at the July Regular Planning Commission Meeting and the applicant is requesting another continuance to the September Regular Planning Commission Meeting. Dlubac noted Staff agrees with the Applicant.

Joe Nelson, member of 2-Build Ridgway, LLC, stated the Team's engineer passed away and the application should be ready for the Commission's review in September.

The Chairperson opened the hearing for public comment.

Jack Petruccelli asked for clarification regarding the application continuance process as it relates to the current emergency ordinance which established a temporary moratorium on accepting applications for minor subdivisions, lot splits, replats, plat amendments, multisite developments, planned unit developments and rezoning applications. He was advised that applications accepted by staff and the Planning Commission prior to, and up to the day of the moratorium are exempt.

The Chairperson closed the hearing for public comment.

ACTION:

Mayor Pro-Tem Meyer moved to approve the continuance for the Application for Sketch Plan for Lot 3 PUD until the September 27, 2022, Regular Planning Commission Meeting. The motion was seconded by Mayor Clark. On a call for the roll call vote, the motion carried unanimously.

APPROVAL OF THE MINUTES

4. Approval of the Minutes from the Meeting of July 26, 2022

ACTION:

Mayor Pro-Tem Meyer moved to approve the Minutes from July 26, 2022. The motion was seconded by Mayor Clark. On a call for the roll call vote, the motion carried unanimously with Commissioner Emilson abstaining.

OTHER BUSINESS

5. UPDATES FROM PLANNING COMMISSION MEMBERS

Planner Dlubac said that planning process and standards, along with Ridgway Municipal Code, Chapter 7 Planning and Zoning should be reviewed during the moratorium. He requested a special workshop meeting to present proposed updates and to identify problems and to discuss the scope of the project.

The Planning Commission agreed to hold a Special Workshop Meeting on September 22, 2022, at 5:30 p.m.

ADJOURNMENT

The meeting adjourned at 9:00 p.m.

Respectfully submitted,

Karen Christian
Deputy Clerk