# RIDGWAY PLANNING COMMISSION REGULAR MEETING AGENDA

Tuesday, August 29, 2023 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/82679516656?pwd=K1loT1VUTDZVcDVleUcwZGFjc1RxUT09

Meeting ID: 826 7951 6656 Passcode: 206322

To call in dial: 408.638.0968 or 253.215.8782 or 669.900.6833

Written comments can be submitted before the meeting to <a href="mailto:kchristian@town.ridgway.co.us">kchristian@town.ridgway.co.us</a> or delivered to Town Hall Attn: Planning Commission

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

#### **WORK SESSION:**

1. Informal discussion regarding proposal for lot consolidation at Solar Ranches #2D, Lots 68-70

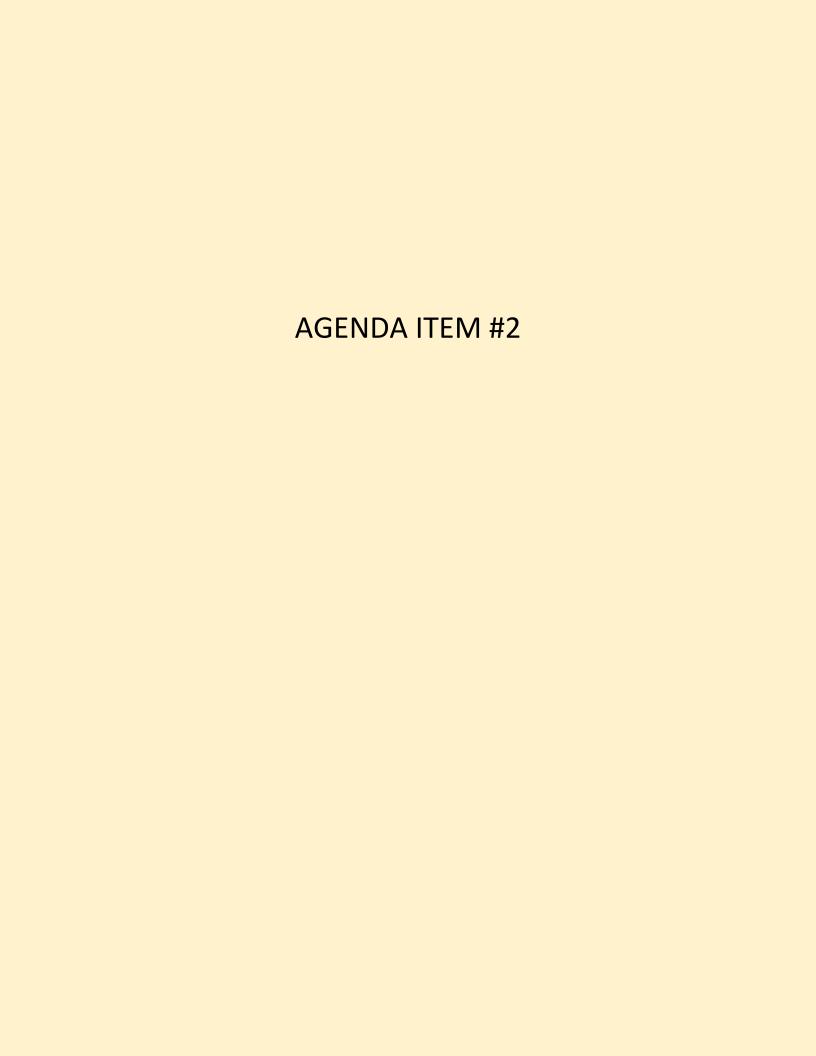
#### **PUBLIC HEARING:**

2. Application: Final Plat & PUD; Location: Town of Ridgway, Block 30, Lots 1-12; Zone: Historic Residential (HR); Applicant: Ridgway Homes, LLC; Owner: Ridgway Homes, LLC

#### **APPROVAL OF MINUTES:**

- 3. Minutes from the Special meeting of April 4, 2023
- 4. Minutes from the Regular meeting of April 25, 2023
- 5. Minutes from the Regular meeting of June 27, 2023

#### **ADJOURNMENT**





Building People, Places & Community

To: Town of Ridgway Planning Commission

Cc: Preston Neill, Ridgway Town Manager

From: TJ Dlubac, CPS, Contracted Town Planner

**Date:** August 25, 2023

**Subject:** Wetterhorn (*Previously Yellow Brick Lane*) Final Plat for Subdivision and Final PUD

Staff Report for the August 29th PC Meeting

#### **APPLICATION INFORMATION**

**Request:** Request for a Final Plat for Subdivision and Final Planned Unit

Development (PUD)

**Legal:** Lots 1-12, Block 30

Address: N/A

**General** North of and adjacent to Fredrick Street; east of and adjacent to N.

**Location:** Laura Street; and south of and adjacent to Otto Street

**Parcel #:** 430516200001

**Zone District:** HR Historic Residential District

Current Use: Vacant

**Applicant:** Dan Burkhart, AICP, *Burkhart Planning & Permitting* 

**Owner:** Paul Major, *Ridgway Homes, LLC* 

#### **PROJECT REVIEW**

#### **BACKGROUND**

The subject property is located east of and adjacent to Laura Street, south of Otto Street. The property is described as Lots 1-12, Block 30, Town of Ridgway. The lots are currently vacant with no structures or improvements on them prior to improvements in conjunction with this project. Further, no adjacent roadways, including the alley to the east, were improved prior to the approval of the Preliminary Plat for this project. The property to the north, across Otto St., is zoned Light Industrial 1 LI-1 District and the remaining three sides of the property are zoned Historic Residential HR District. Adjacent land uses are single-family homes to the east, southeast, south, and southwest and storage facility in the industrial park to the northeast. The property across Laura St to the west is vacant. As it sits



Figure 1. Property location

today, the Laura Street right-of-way is only a half-width. A map showing the location of this property can be seen in Figure 1.

Town of Ridgway Wetterhorn Final Plat and PUD August 25, 2023 Page 2 of 6

The sketch plan for the project was approved by the Planning Commission on May 31, 2022. The Preliminary Plat and Preliminary PUD were approved by the Planning Commission and Town Council on May 31, 2022, and July 29, 2023, respectively.

Construction on public improvements began in spring of 2023. The Ridgway Town Council has received grant funding through HB 1271, administered through the Colorado Department of Local Affairs (DOLA) in the amount of \$750,000 to fund public infrastructure required for this project.

The Town has allowed building permits to be issued for the foundation and the placement of the manufactured homes in July 2023 to support the effort to transfer the affordable homes to their future owners in fall 2023.

#### REQUEST

The applicant is requesting approval of the final plat to create 14 residential lots and a 15<sup>th</sup> lot dedicated for storm water management on the 0.98 acre parcel. Furthermore, the applicant is requesting to finalize the rezoning of the property to Planned Unit Development (PUD) to allow a variety of housing types and costs to keep the units affordable for the local workforce. The density of the project is 14.3 units per acre.

#### **CODE REQUIREMENTS**

#### RMC §7-4-5(C) FINAL PLAT:

RMC §7-4-5(C)(8)(b) states that the Planning Commission recommendation of approval, with or without conditions, shall be submitted to the Town Council once the following are met:

- (1) The Town has received a reproducible mylar properly executed by all parties except Town officials, the original subdivision improvements agreement properly executed by the subdivider accompanied by required security, and copies of properly executed corporate documents and covenants;
- (2) Compliance with all Planning Commission conditions of approval except those subject to a good faith dispute;
- (3) Payment of all costs due to date pursuant to subsection 7-4-12(B), recording fees, development excise taxes, tap fees and other amounts due the Town.



#### **ANALYSIS**

#### **LAND USES**

While the applicant is requesting a PUD for this property to address the unique development patterns proposed, the allowed uses must be either allowed or conditionally allowed in the underlying zone district. Single-family, duplexes, and townhomes with four or fewer units are all uses allowed by right in the underlying HR District.

The intent of the HR District is to coincide with the historic residential core of Ridgway and accommodate a variety of housing types at medium-density as well as other activities which are compatible with such uses. The project appears to meet the intent of the HR District.

While there is no minimum lot size for a PUD, being approximately one acre of HR District zoned property, there is adequate area to develop the property in a unique way that will provide additional public benefits which could be supported by a PUD.



Figure 3: Zoning Map

#### **DENSITY**

Through the Sketch and Preliminary Plan processes, the applicant has requested, and both Planning Commission and Town Council have been agreeable to, a total of 14 dwelling units for this project even though the Future Land Use Classification, Town Core Neighborhood, anticipates between 5-12 dwelling units per acre. The final plat and PUD submissions are consistent with these past approvals.

#### **AFFORDABLE HOUSING**

Each unit will have deed restrictions as further described in the Affordable Housing Regulations and Guidelines for Ridgway Wetterhorn Homes.

#### **DIMENSIONAL STANDARDS**

The final plat is consistent with the proposed dimensional standards, variances, and waivers granted through the preliminary plat and PUD review. The table below identifies the required dimensional standards of the HR District and the proposed deviations from those standards. Following the table is a description or analysis of the various standards.

Standard	Single- Family & Duplex	Deviations Requested
Lot Width	25′	<b>Lot 14</b> : 22.15′
Lot Size		<b>Lots 1:</b> 2,160sf
	3,000sf	<b>Lots 2 &amp; 3</b> : 2,098sf
		<b>Lots 11</b> : 2,163sf
		<b>Lots 12 &amp; 13</b> : 2,101sf



		<b>Lots 14</b> : 2,212sf
Front Setback	15′	Lots 1, 4, 11, 14: 12'
Side Setback	3′	0' for internal shared lot lines between townhome units

#### PARKING, ACCESS, AND ROADWAYS

<u>Access</u>: Each of the proposed lots and residential units will have frontage on a public street, however, vehicular access for lots 4-10 and 14 will be provided through the alley along the eastern border of the property. Lots 2 and 3 will have access to Fredrick St.; Lots 1 and 11 will be accessed from N. Laura St., and Lots 12 and 13 will be accessed off of Otto St.

<u>Off-Street Parking:</u> The HR District, similar to other zone districts, requires two off-street parking spaces for single-family or duplex units and 1 space for all other uses. The RMC requires a total of 28 spaces (2x14=28). The project is proposing to include 26 parking spaces with all lots except Lots 1 and 11 providing two off street parking spaces each. The image below identifies the parking spaces that comply with the code standards with a green rectangle and the lots that do not comply with a red rectangle.



<u>Alley:</u> The RMC requires a minimum of 20' width for alleys. The existing alley width of 16' has not been modified. Even though the alley does not meet current standards, staff feels the existing width of the alley is adequate as proposed, but would be in favor of any additional width dedicated by the applicant. The alley will be improved with a 10' travel lane.

<u>Roadway Improvements:</u> All roadways adjacent to the property are being improved in conjunction with this project. However, the applicant has requested some concessions be made to allow the project to remain affordable. These concessions include gravel surface treatments, only a partial connection of Fredrick St., temporary condition of Laura St. to allow ½ width ROW.



Town of Ridgway Wetterhorn Final Plat and PUD August 25, 2023 Page 5 of 6

Deviations from the Town's design standards have been included in the preliminary plat review and are consistent with the construction plans currently being installed.

#### **SUBDIVISION IMPROVEMENT AGREEMENT (SIA)**

While the Town's typical process is to require all as-builts of all public improvements to be completed and submitted with the submittal of the Final Plat, because of the nature of this project being an affordable housing project, we realize that it is in the best interest of the project and the community to reach the goal of allowing occupancy of the homes this fall. Therefore, in this case, Town staff is comfortable with allowing all improvements to be included in the SIA. The SIA is currently being reviewed by Town staff and will be considered by the Town Council at the same meeting they consider the Final Plat and PUD. It is the intention that the SIA will not allow occupancy of any home that does not have minimum services (i.e., water, sewer, roadway, etc.) to render the building habitable.

#### **PUBLIC NOTICE AND PUBLIC COMMENT**

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

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

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

#### STAFF RECOMMENDATION - FINAL PLAT & PUD PLAN

Upon review of the application against applicable Town standards, staff recommends that the Town of Ridgway Planning Commission recommend approval of the Final Plat and Final PUD Plan application to the Town Council with the following conditions:

- 1. An executed mylar of the final plat be submitted to the town for final execution and recording with the Ouray County Clerk and Recorder.
- 2. The Subdivision Improvement Agreement be approved by the Town Council.
- 3. All comments in the staff review letter dated August 25, 2023, be adequately addressed prior to recording of the final plat with the Ouray County Clerk and Recorder.

#### **RECOMMENDED MOTIONS - FINAL PLAT & PUD PLAN**

"I move to approve the Final Plat and Final PUD for Wetterhorn Homes Subdivision finding that the criteria set forth in Section 7-4-5(C)(8)(b)1-3 of the RMC have been met and with the following conditions:

- 1. The Subdivision improvement Agreement be approved by the Town Council.
- 2. An executed mylar of the final plat be submitted by the applicant to the town for final execution and recording with the Ouray County Clerk and Recorder.



Town of Ridgway Wetterhorn Final Plat and PUD August 25, 2023 Page 6 of 6

3. All comments in the staff review letter dated August 25, 2023 be adequately addressed prior to recording of the final plat with the Ouray County Clerk and Recorder.

#### **Alternative Motion:**

I move to deny the Final Plat and Final PUD for Wetterhorn Homes Subdivision finding that the criteria set forth in Section 7-4-5(C)(8)(b)1-3 of the RMC have not been met."

- (1) The Town has received a reproducible mylar properly executed by all parties except Town officials, the original subdivision improvements agreement properly executed by the subdivider accompanied by required security, and copies of properly executed corporate documents and covenants;
- (2) Compliance with all Planning Commission conditions of approval except those subject to a good faith dispute;
- (3) Payment of all costs due to date pursuant to subsection 7-4-12(B), recording fees, development excise taxes, tap fees and other amounts due the Town.

#### **ATTACHMENTS**

- 1. Application and Support Materials
- 2. Town Review comment letter dated August 25, 2023





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

Official Use Only
Receipt #
Date Received:
Initials

# **Planning Commission Hearing Request**

on Date July 21, 2023

#### **Brief Description of Requested Action**

Final Plat Application Review for Wetterhorn Homes Subdivision (FKA Yellow Brick Subdivision) to create 14 affordable housing units.

Action Requested and Required Fee Payable to the Town of Ridgway							
Temporary Use Permit per 7-3-18(C)  Conditional Use per 7-3-19  Change in Nonconforming Use per 7-3-20  Variances & Appeals per 7-3-21  Rezoning per 7-3-22  Other Reviews Pursuant to 7-3-23  Variance to Floodplain Reg. per 6-2  Master Sign Plan Pursuant to 7-3-117	5150.00	Subdivisions per 7-4 unless noted  Sketch Plan  Preliminary Plat  Preliminary Plat resubmittal  Final Plat  Minor Subdivision  Lot Split  Replat  Plat Amendment  Planned Unit Dev. per 7-3-16  Statutory Vested Rights per 7-5	\$300.00 (+ \$10.00/lot or unit) \$1,500.00 (+ \$25.00/lot or unit) \$750.00 (+ \$25.00/lot or unit) \$600.00 \$450.00 (+ \$25.00/lot or unit) \$450.00 \$150.00 (+ \$25.00/lot or unit) \$250.00 See Preliminary and Final Plat \$1,500.00				

Applicant and owner shall be jointly and severally responsible for legal, engineering, planning, administrative and miscellaneous fees, including recording costs, if incurred. (R.M.C. 7-3-25(B) and 7-4-12(B)). Water and sewer tap fees and development excise taxes are due at approval of final plats.



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

Attachments Required	
For All Applications	
X Evidence of ownership or written notarized consent of legal owners	
Information proving compliance with applicable criteria (see the Rid	gway 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 buildin	g(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 exist	ing uses within 100 ft. of property.
For Rezonings  Legal description, current zoning, and requested zoning of property.	
For Subdivisions  X All requirements established by Municipal Code Section 7-4.	
Sketch plan submittals shall be submitted at least 21 days prior to the have the application considered.	e Planning Commission hearing at which the applicant wishes to
Preliminary plat submittals shall be submitted at least 30 days prior to have the application considered.	to the Planning Commission hearing at which the applicant wishes
Final plat submittals shall be submitted at least 30 days prior to the the application considered.	Planning Commission hearing at which the applicant wishes to have
Please note that incomplete applications will be rejected. Contact regarding your application constitutes ex parte communication apparticipating in your hearing. Please contact staff with any questi	nd could disqualify that Commissioner or Councilor from
Paul Major	July 21, 2023
Applicant Signature	Date
Paul Major	July 21, 2023
Owner Signature	Date

Ridgway Homes, LLC



Ridgway Homes, LLC

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

Ridgway Homes, LLC	"Appli	cant")	and	Ridgwa	y Homes, LLC
("Owner") do hereby acknowledge review under Chapter 7, Section 3 that it is subject to the requisite fee	that wo	ith the tion 4 o	filing of f the To	wn of Ric	igway Municipal Code,
with 7-3-20 and 7-4-12, including or					
Applicant and Owner ackno accepted, lien released, building p taken until all fees then due are paid	ermit	issued,	tap app	hall be re proved or	corded, improvement final approval action
Applicant and Owner ackr submittals, inspection of improven appropriate, unless all amounts are	nents,	and pr	t the T ocessing	own ma	y suspend review of bdivision, as it deems
Applicant and Owner furthe the Ouray County Treasurer for coconcerned.	r ackn ollectio	owledge on as de	es that u	unpaid fe t charges	es may be certified to against the property
Acknowledged this 21 day of	July		_, 20 <u>_</u> 23	<u>.</u> .	
	APPL	ICANT:			
	Ву:	Paul	Major		
		Paul N			_ authorized signer
		(print	name)		
	PROP	ERTY O	WNER:		
	Ву:	Paul I	Major		·
	_	Paul M	ajor		ر authorized signer
		(print	name)		

## Burkhart Planning & Permitting, LLC

P.O. Box 795, Durango, CO 81302 ° (970) 946-4916 ° burkhartplanning@gmail.com

July 21, 2023

Community Planning Strategies Attn: TJ Dlubac, AICP Town of Ridgway Contract Planner 201 N. Railroad St. Ridgway, CO 81342

RE: Wetterhorn Homes Subdivision Final Plat Application – FKA Yellow Brick Lane Subdivision

Dear TJ,

Please accept this letter as our request to proceed to the August 29, 2023, Planning Commission Hearing with the Final Plat for the Wetterhorn Homes Subdivision (formerly known as Yellow Brick Townhomes Subdivision). We are submitting the required Application for Hearing, three 22" x 34" copies of the plat, one paper copy of the supporting documents, and one electronic copy of all application contents as discussed in this letter. We have worked diligently to provide a complete Final Plat application as possible while staying on a tight schedule to get the residents of this much-needed affordable housing in their new homes.

The proposed Final Plat (attached) is nearly identical to, and therefore substantially consistent with, the preliminary plat as required by the Ridgway Code and approved by the Town. All redlines provided by the Town to Ridgway Homes have been addressed.

The project infrastructure and housing units are currently under construction, different from most projects within the Town of Ridgway seeking Final Plat approval. We anticipate that all required infrastructure - water, sewer, electricity, gas, telephone, and drainage systems – will be completed and inspected by the Town by the third week of September 2024 and prior to Final Plat recording. Therefore, we do not anticipate the need to execute a Subdivision Improvements Agreement (SIA) for this infrastructure.

An SIA will be required for the required landscaping. Winter is coming. We anticipate that the landscaping will not be installed until spring 2024 after all site construction disturbance has finished and spring has sprung. Due to timing and cost constraints, we are working with a different landscaping firm to finalize landscape plans, to meet the Ridgway Municipal Code, and to address the previously received comments from Community Planning Strategies. Getting landscape plans from busy landscaping firms in the middle of the summer is a challenge, but we will submit these plans for final approval before the Town Council hearing on the Final Plat.

A draft of the SIA is attached. We will submit cost estimates and completion dates for landscaping with the forthcoming landscape plan. We are fully prepared to offer additional details and cost estimates if something (e.g., weather, etc.) precludes the installation of any other required infrastructure prior to Town Council's consideration of the Final Plat.

The final Deed Restriction and Covenant and the Affordable Housing Regulations and Guidelines, as previously reviewed and approved, regarding project pricing and buyer qualifications are attached.

Responses to the August 1, 2022, letter from Community Planning Strategies (Ridgway Contract Planners) to Ridgway Homes, LLC became the Preliminary Plat Conditions of Approval via Town Council approval on August 3, 2022 (attached). Our responses are as follows. The numbers below correlate to the comment numbers in the letter.

- 1. Plan Sets were added to the February 17, 2023, approved PUD Guide (attached).
- 2. Building Elevations added to the February 17, 2023, approved PUD Guide.
- 3. Conditions 3 through 7 relate to updated Landscape Plans. These updates are straightforward, but as discussed above, they take time to get from a landscaping firm mid-summer. We will submit plans which meet the Municipal Code and/or PUD Guide prior to Town Council consideration of the Final Plat. We agree to a Planning Commission condition accordingly.
- 7. Redlined items on the Preliminary Plat are incorporated in the attached Final Plat.
- 8. This condition is a pre-building permit requirement that was satisfied.
- 9. This condition is a pre-building permit requirement that was satisfied.
- 10. Goff Engineering, the project engineers, addressed the Town Engineering comments in the spreadsheet on July 29, 2022 (attached). Goff Engineering verified the accuracy of the information in the spreadsheet on July 19, 2023.
- 11. Goff Engineering, the project engineers, addressed the Town Engineering comments in the spreadsheet on July 29, 2022. Goff Engineering verified the accuracy of the information in the spreadsheet on July 19, 2023.

Due to the time-sensitive nature of this publicly beneficial affordable housing project, we respectfully request a meeting with Town and Town-contracted staff the week of August 7, 2023, to ensure additional application items aren't needed prior to the August 29, 2023, Planning Commission Hearing. Please let us know your availability for this meeting via email at your earliest convenience. We will continue to work diligently to promptly respond to any questions or needs of Town staff and contractors.

Respectfully submitted,

Din Bullet

Dan Burkhart, AICP

Attachments:

Planning Commission Hearing Request Form

Final Plat

Draft Subdivision Improvements Agreement (without Completed Exhibits)

Deed Restriction and Covenant

Affordable Housing Regulations and Guidelines

CPS Letter dated August 1, 2022 Approved Planned Unit Development Guide dated February 17, 2022 Town/Goff Engineering Project Comment Spreadsheet

Cc: Preston Neill, Town of Ridgway Town Manager Paul Major, Ridgway Homes, LLC Rob Harries, Goff Engineering, Inc

# RURAL HOMES: FOR SALE, FOR LOCALS DEED RESTRICTION and COVENANT RIDGWAY WETTERHORN HOMES

**Ouray County** 

Affordable Housing Ownership, Occupancy and Resale

THIS DEED RESTRICTION AND COVENANT ("Covenant") is entered into this day of
, 202("Effective Date") by [insert Name of Purchaser], ("Declarant") for the benefit of
and enforceable by Ridgway Homes, LLC, a Colorado Limited Liability Company, (the Grantor), and each the
Town of Ridgway, a Colorado home rule municipality, and Rural Homes, LLC, their successors or assigns (together the "Peneficipality"). The Dealerant and Peneficipality are competing and referred to begin individually as
(together, the "Beneficiaries"). The Declarant and Beneficiaries are sometimes referred to herein individually as "Party" and collectively as the "Parties."
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Property Subject to Deed Restriction. The following real property (the "Housing Unit") is hereby made subject to
these Covenants:
(insert lot legal here)
County of Ouray
State of Colorado.
Commonly known as (insert street address here)
This Housing Unit has a maximum AMI of%.
This Housing Unit has# bedrooms and# bathrooms.
The Original Purchase Price:
RECITALS
WHEREAS, the Declarant is the Owner of the Housing Unit; and
WHEREAS, the Declarant on behalf of itself, its heirs, executors, administrators, representatives, successors,
and assigns, desires to comply with the Deed Restriction and Covenant and the Rural Homes:
For Sale, For Locals Project – RIDGWAY WETTERHORN HOMES AFFORDABLE HOUSING
REGULATIONS AND GUIDELINES ("Guidelines") by restricting the use of the Housing Unit as
hereinafter described; and

WHEREAS, under this Covenant the Declarant and Beneficiaries intend, declare, and agree that the regulatory and restrictive covenants set forth herein governing the use of the Housing Unit described and provided for herein shall be and are hereby covenants running with the land and are intended to be and shall be binding upon the Declarant and Beneficiaries; and

**WHEREAS**, this Covenant is intended to provide housing and help keep it affordable for residents who make a living primarily from physically working in the Ridgway School District R-2 boundary and their families who chose to be part of the greater Ridgway community; and

**WHEREAS**, Declarant understands that this property has been subsidized by the government and charitable organizations and acknowledges that it has received adequate and valuable consideration in exchange for the imposition of this Covenant upon the Housing Unit.

#### **COVENANT**

**NOW, THEREFORE**, in consideration of the foregoing Recitals, which are hereby incorporated in this Covenant as substantive provisions, the mutual covenants, restrictions, and equitable servitudes stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby represent and agree as follows:

- 1. Covenant Runs with the Land. This Covenant shall constitute covenants running with title to the Housing Unit, for benefit of, and enforceable by, each of the Beneficiaries, and their successors and assigns, and this Covenant shall bind the Beneficiaries and all subsequent Owners and Occupants of the Housing Unit. Each Owner and Occupant, upon acceptance of a deed or lease to the Housing Unit, shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions, and restrictions contained herein during the Declarant's period of ownership or Occupant's tenancy, as may be appropriate. Each and every Transfer or lease of the Housing Unit, for all purposes, shall be deemed to include and incorporate by this reference, the covenants contained in this Covenant, even without reference to this Covenant in any document of conveyance. The Beneficiaries shall hold their interest as tenants in common, except that no Beneficiary may sell, transfer or assign their interest in the Covenant without the express written permission of the other(s), and no Beneficiary shall agree to relieve any Owner or Qualified Occupant of their obligations under the Covenant without the express written consent of the other(s). If one of the Beneficiaries ceases to exist, that Beneficiary's interest in the Covenant shall be deemed to be assigned to the remaining Beneficiary(s).
  - **1.1 <u>Term.</u>** The "**Term**" of this Covenant shall commence on the Effective Date and shall continue until \_\_\_\_\_ ("**Expiration Date**"). Said term of one hundred (100) years shall reset upon each and every Transfer.
  - **Administration and Enforcement.** This Covenant shall be administered by the Town of Ridgway or its duly authorized Designee acting as the housing authority administrator ("HA"). This Covenant shall be enforceable by the HA, its duly authorized Designee, or the Beneficiaries, by any appropriate legal or equitable action, including but not limited to specific performance, injunction, abatement or eviction of non-complying Housing Unit Owner(s) or Occupant(s), or such other remedies and penalties as may be specified in this Covenant, including but not limited to the Schedule of Violations and Fines found in the Guidelines.
  - **1.3** Replacement of Prior Agreement. If applicable, this Covenant shall supersede and replace in its entirety that certain Deed Restriction and Covenant recorded in the official records of the County Clerk and Recorder ("Official Records") on [RECORDING DATE] at Reception No. [RECORDING #].
- 2. <u>Definitions.</u> The Parties acknowledge and agree to the definitions in the **Rural Homes: For Sale,**For Locals Project RIDGWAY WETTERHORN HOMES AFFORDABLE HOUSING
  REGULATIONS AND GUIDELINES ("Guidelines") and further agree that each definition: (a) forms a portion of the basis of this Covenant; and (b) is incorporated in this Covenant. As used in this Covenant, Guidelines shall mean the most current Guidelines in effect at the time of closing on a sale or transfer of the Housing Unit or at the commencement date of a lease or other occupation agreement, as same may be amended from time to time, or its successor document.

#### 3. Ownership, Use, Occupancy, Rentals, and Qualification.

- **Ownership.** The ownership of the Housing Unit is hereby, and shall henceforth be, limited exclusively to Qualified Owner(s) as defined in the Guidelines. In the event that the Housing Unit is owned without compliance with this Covenant, the HA shall have the remedies set forth herein, including but not limited to the rights under Section 11.
- 3.2 <u>Use and Occupancy.</u> The use and occupancy of Housing Unit is hereby, and shall henceforth be, limited exclusively to Qualified Owners or Qualified Occupant(s), and their Immediate Families.
  - 3.2.1 <u>Home Occupation.</u> The Housing Unit may be used in conjunction with a Home Occupation by the Qualified Household or Qualified Occupants residing in the Housing Unit subject to the provisions of the Guidelines and local land use restrictions.
  - 3.2.2 Guests are exempt from qualification requirements.

#### 3.3 Initial Qualification.

- 3.3.0 Qualified Entity Owners: Land Contributors, Business Owners, Local Governments, and Special Districts are exempt from the Initial Qualifications in 3.3.1 but shall comply with all Occupancy Qualification and Rental Standards required by the Covenant and Guidelines.
- 3.3.1 Qualified Owner: To be eligible to purchase the Housing Unit, at least one member of the Household who is an Owner must be a Qualified Employee and meet Section 3.3.1.a, below, and all Household members must meet Section 3.3.1 b- f ., below, and as further defined in the Guidelines:
  - 3.3.1.a Meet the Minimum Work Standard physically in the Ridgway School District R-2 boundary for the twelve (12) months prior to purchase or provide evidence to the HA that Applicant will meet the Minimum Work Standard physically in the Ridgway School District R-2 boundary for the twelve (12) months following the purchase; and
  - 3.3.1.b Must meet the Earned Income Standard or has provided evidence to the HA that Applicant will meet the Earned Income Standard within the next twelve (12) months following the purchase; and
  - 3.3.1.c Must not own any interest in other Improved Residential Property(s) located within a one-hundred and fifty (150) mile radius from the Housing Unit.
  - 3.3.1.d Must not have a Net Worth that exceeds three (3) times the Initial Sales Price of the Housing Unit; and
  - 3.3.1.e Must meet the income restrictions applicable to the Housing Unit based on the Area Median Income (AMI) percentage limit and the Housing Unit designation in the legal description, and as set forth in the Guidelines to be recorded at time of sale; and
  - 3.3.1.f Shall occupy the Housing Unit as their sole and exclusive primary residence.
  - 3.3.1.g Qualified Entity Owners may own no more than three (2) Housing Units at one time, unless negotiated otherwise in the original development agreement, and make them available via sale or long-term rental to Qualified Occupants pursuant to this Covenant without the Qualified Entity Owner itself meeting the above-listed requirements. Qualified

Entity Owner shall not occupy or use the Unit for such Owner's own use or leave the Housing Unit vacant for more than three months in any twelve (12) month period. Any occupancy of a Unit pursuant to Section 3.4. shall meet all Household Size requirements.

- 3.3.1.h Businesses who are in the business of residential property management, residential property rentals, mobile home park ownership or rental and/or residential property ownership may not be certified as a Business Owner.
- 3.3.1.i A reasonable accommodation and exception may be requested from HA for any of these qualifications.
- 3.3.2 <u>Qualified Occupant</u>: To be eligible to rent the entire Housing Unit or a room in a Housing Unit, the Qualified Occupant:
  - 3.3.2.a Shall meet the above-listed requirements of Section 3.3.1a-f.
  - 3.3.2.b A reasonable accommodation and exception may be requested from the HA for any of these qualifications.
- **Rental of Property.** Short-term rental of the Housing Unit is prohibited. Long-term rentals may be approved as follows:
  - 3.4.1 Qualified Entity Owner Units: Long-term rental is allowed subject to the provisions of the Guidelines and the terms and provisions of this Covenant. Units, owned by the Qualified Entity Owner may be rented to Qualified Occupants for a term of no less than six (6) months. All rentals must comply with the current Guidelines.
  - 3.4.2 <u>All other Housing Units</u>: Owner may not, except with prior written approval of the HA, and subject to the HA's conditions of approval, rent an entire Housing Unit for any period of time. If approved, a rental shall be for no less than one (1) month. All rentals must comply with the current Guidelines.
  - 3.4.3 Roommates: The Qualified Owner may share occupancy of a Housing Unit with nonowners on a rental basis provided Qualified Owner continues to occupy Housing Unit as his/her sole and primary residence and meets the obligations contained in this Covenant. A roommate must be certified as a Qualified Tenant Household. Shortterm rentals of any kind are strictly prohibited.
  - 3.4.4 <u>Copy of Lease</u>: The Housing Unit Owner shall provide to the HA a fully executed copy of the Lease or other occupancy agreement no later than seven (7) days after it is fully executed.
  - 3.4.5 No Indemnification or Waiver of Immunity: Nothing herein shall be construed to require any of the Beneficiaries to protect or indemnify the Owner against any losses attributable to a rental including, but not limited to, non-payment of rent or damages to a Housing Unit; nor to require any of the Beneficiaries to obtain a Qualified Occupant for the Owner in the event that none is found by the Owner. In addition, nothing herein shall be construed as a waiver by any of the Beneficiaries' governmental immunity, if applicable, provided by the Colorado Governmental Immunity Act or other applicable law.

- 3.5 <u>Continued Qualification Compliance</u>. All Qualified Owners and Qualified Occupants, including multiple owners, must maintain compliance with all applicable requirements and shall maintain Qualified Household status on an on-going basis. Failure of any Owner or Occupant to do so shall constitute a violation. Any Owner or Occupant of a Housing Unit is required to comply with annual or biennial deed restriction monitoring certifying to the HA that they are in compliance with the requirements of this Covenant.
  - 3.5.1 Continuing Compliance Standards to maintain Qualified Household status:
     3.5.1.a At least one member of the Household must be a Qualified Employee who meets the Minimum Work Standards physically within the Ridgway School District R-2 boundary.
    - 3.5.1.b The Qualified Household shall meet the Earned Income Standard.
    - 3.5.1.c The Qualified Household shall occupy the Housing Unit as their Primary Residence at all times during the ownership or rental of a Housing Unit and for at least eight (8) of every twelve (12) months on a rolling twelve (12) month basis.
    - 3.5.1.d Household Net Worth shall not exceed three (3) times the Initial Sales Price of the Housing Unit:
    - 3.5.1.e Household Net Income shall no longer be considered for continuing qualification for Owners.
    - 3.5.1.f Tenant Household's Net Income will be considered for Tenant's continuing qualification and Tenant must continue to meet the AMI tier standard for the Housing Unit.
    - 3.5.1.g Household is prohibited from ownership of other Improved Residential Property located within a one-hundred fifty (150) mile radius from the Housing Unit, see Section 5, and as further described in the Guidelines.
- **Restriction on Debt.** Declarant shall not incur any debt or promissory note secured by a deed of trust or other security instrument that encumbers the Housing Unit in excess of the Original Purchase Price.
- 5. Ownership Interest in Other Residential Property. At the time of application, a Household may own other improved or unimproved residential or commercial property, however, all Improved Residential Property located within a one-hundred and fifty (150) mile radius from the Housing Unit must be listed immediately for sale and sold for fair market value within one year of taking title to the Housing Unit. In the event said other Improved Residential Property has not been sold by the Owner within twelve (12) months of its listing as required hereunder, then the Owner shall immediately list the Housing Unit for sale, pursuant to Section 7.1. a Qualified Entity Owner, qualified under Section 3.3.1 g-i, is exempt from this restriction.
- 6. <u>Income and Household Size Restrictions.</u> The applicable Income Eligibility Tier, which defines household income and household size restrictions, in compliance with this Covenant and as set forth in the Guidelines, Appendix A, will apply to Declarant, Qualified Occupants and future purchasers. If Declarant's Household size falls below the minimum required, Declarant shall rent a room to a Qualified Tenant pursuant to §3.4, above.
- **Transfer of Property:** Transfers of the Housing Unit are subject to this section unless excepted under Section 7.2, below.
  - **Requirements.** Declarant may sell the Housing Unit to a Qualified Owner, pursuant to the Guidelines, to the terms and provisions of this Covenant, and to the following:

- 7.1.1 Notice of Intent to Sell: Declarant or Owner must deliver a written notice of its intent to sell the Housing Unit ("Notice of Intent to Sell") to the Beneficiaries prior to offering the Housing Unit for sale.
- 7.1.2 <u>Right of First Refusal</u>: The Right of First Refusal to purchase shall first be provided to Beneficiaries pursuant to the Guidelines and Section 7.4, below.
- 7.1.3 Qualification of Prospective Buyer: In order to proceed to the closing of the sale of the Housing Unit ("Closing"), HA must have first certified in writing that the prospective buyer is a Qualified Owner pursuant to the Guidelines and to the terms and provisions of this Covenant.
- 7.1.4 <u>Void Transfer</u>: In the event the Housing Unit is sold and/or transferred without compliance with this Covenant, such sale and/or transfer shall be wholly null and void and shall confer no title whatsoever upon the purported buyer.
- 7.1.5 <u>Date of Notice:</u> For purposes of this Covenant, "date of Owner's Notice of Intent to Sell" shall be the date on which written Notice of Intent to Sell is delivered to the HA.
- 7.1.6 Administration Fees: At the time of purchase, Declarant must pay any Covenant administration fees due according to the Guidelines. Such fees shall be paid by Declarant to the HA out of Declarant's proceeds of the sale of the Housing Unit and may not be added to the price of the Housing Unit.
- 7.1.7 <u>HA Made Whole:</u> No transfer of a Housing Unit shall occur unless and until each and every encumbrance, debt or liability owed by the Owner to any of the Beneficiaries is fully satisfied, such as fees and violation fines.
- **Transfer Exception**. If reviewed and approved in writing by the HA prior to transfer, the following occurrences are exceptions to the definition of Transfer, provided that the new Owner, other than an estate, shall use the Housing Unit as their principal residence:
  - 7.2.1 A transfer resulting from the death of a Qualified Owner where the transfer is to the spouse or domestic partner or co-owner, who is also a Qualified Owner.
  - 7.2.2 A transfer resulting from the death of an Owner through a bequest or by intestate succession to a child of Qualified Owner who is certified as a Qualified Owner.
  - 7.2.3 A transfer resulting from a decree of dissolution of marriage or legal separation or from a settlement incidental to such a decree by which a transfer is made to a spouse who is also a Qualified Owner.
- **Maximum Sale Price.** The Original Purchase Price ("OPP") of the Housing Unit shall be the basis for calculating the Maximum Sale Price ("MSP") in accordance with this Covenant and the Guidelines in effect at the time of listing the Housing Unit for re-sale.
  - 7.3.1 The Housing Unit shall meet the Minimum Resale Standards, defined in Section 7.3.4, below, to sell at MSP.

7.3.2 The MSP of a Housing Unit shall be limited to be no more than the following calculation:

The MSP may not exceed the sum of: (i) the OPP paid by the Owner for the Housing Unit, plus: (ii) an increase of three percent (3%) of such OPP per year compounded annually (prorated at the rate of 0.25 percent for each whole month, but not compounded annually) from the date of the Owner's purchase of the Housing Unit to the date of the Owner's Notice of Intent to Sell the Housing Unit; plus (iii) an amount equal to any special improvement district assessments, if applicable and not transferable, paid by the Seller during the Seller's ownership of the Housing Unit; (iv) the cost of Permitted Capital Improvements made to the Housing Unit by the Owner as set forth in Section 7.3.3, less the amount required to bring the Housing Unit up to the Minimum Resale Standards, if any.

- 7.3.3 <u>Permitted Capital Improvements</u>: The amount of Permitted Capital Improvements allowed to be added to the MSP shall not exceed ten per cent (10%) of the original purchase price provided that:
  - 7.3.3.a Improvements are pre-approved by HA prior to commencement of any work or installation; and
    - 7.3.3.a.1 Proof of homeowners' association, if any, approval is provided to HA prior to commencement of work.
    - 7.3.3.a.2 Improvements are properly permitted and inspected by the local Building Official, if applicable.
  - 7.3.3.b Improvements are documented by Declarant and submitted to HA within three months of completion.
  - 7.3.3.c The depreciation of Permitted Capital Improvements calculated from the schedule in the Marshall Swift Residential Handbook or any other approved handbook in effect at the time of calculation of MSP, shall be subtracted from the cost of the improvement; and
  - 7.3.3.d Any other reasonable costs allowed by HA pursuant to the Guidelines in effect on the date of Owner's Notice of Intent to Sell may be added to the MSP.
  - 7.3.3.e The 10% limitation on Permitted Capital Improvements shall reset every ten (10) years of continued ownership of the Housing Unit.
- 7.3.4 <u>Minimum Resale Standards</u>: Pursuant to the Guidelines, Section 6.8.2, each Owner shall be responsible for ensuring that at the Transfer of his or her Housing Unit, the same is clean, the appliances are in working order, and that there are no health or safety violations regarding the Housing Unit. Seller's Property Disclosure form and Seller's Listing Checklist shall be completed and submitted prior to listing a unit for sale.
  - 7.3.4.a If a Housing Unit does not meet Minimum Resale Standards, HA may, at its discretion, require that the cost of necessary repairs be deducted from the closing sale price, or that Seller place into escrow the funds necessary to ensure satisfactory repairs. Any escrow balance remaining after necessary repairs are satisfactorily made shall be returned to Seller.
- 7.3.5 <u>Assumption of Costs</u>: No Declarant shall permit any prospective purchaser to assume any or all of the Declarant's closing costs. No Declarant shall accept anything of

- value from a prospective purchaser except for the MSP before, during or after closing of the transfer of the Housing Unit.
- 7.3.6 <u>Caveat:</u> Nothing in this Covenant represents or guarantees that the Housing Unit will be re-sold at an amount equal to the MSP. Depending upon conditions affecting the real estate market, the Housing Unit may be re-sold for less than the MSP.
- **7.4** Beneficiaries Right to Acquire Ownership. The initial Owner and each subsequent Owner shall not transfer any Housing Unit without first offering the same to each of the Beneficiaries for purchase. Each of the Beneficiaries shall have a right to purchase the Housing Unit as follows:
  - 7.4.1 Upon Owner's Notice of Intent to Sell as set forth in Section 7.1.1, or upon exercise of Notice of Election to Require Sale as defined in Section 10.3, or if an Owner receives any offer to purchase or tenders any offer of sale for the Housing Unit, either of the Beneficiaries, or their successors, shall have the Right of First Refusal to purchase ("ROFR") the Housing Unit for the offered sales price or MSP. This ROFR shall be triggered at each submittal of a Notice of Intent to Sell.
  - 7.4.2 Each of the Beneficiaries shall exercise its ROFR by executing a written and binding commitment to purchase ("Notice of Purchase") the Housing Unit to Owner and the other Beneficiaries within thirty (30) days after each of the Beneficiaries receives written Notice of Intent to Sell by Owner. A Party exercising the ROFR shall deposit a non-refundable deposit of 5% of the MSP in escrow for the benefit of the Seller contemporaneously with the exercise of said right. The commitment to buy shall set a closing date within sixty (60) days of delivery of Notice of Purchase.
  - 7.4.3 Each of the Beneficiaries shall have the right to inspect the Housing Unit prior to exercising its ROFR.
  - 7.4.4 In the event more than one Beneficiary wishes to exercise the ROFR, the priority shall first go to the Land Contributor, then to the HA, and then to the Rural Homes, LLC or their successors in interest, if applicable.
  - 7.4.5 In the event the Beneficiaries do not execute a written and binding commitment to purchase the Unit within said thirty (30) day period, this ROFR shall expire.
  - 7.4.6 The ROFR shall be in full force and effect from the date of initial sale in perpetuity. Any sale or attempted transfer of the Housing Unit effected without first giving each of the Beneficiaries the right of first refusal described above shall be wholly null and void and shall confer no title whatsoever upon the purported buyer.
- **8.** No Creation of Additional Unit. In no event shall Declarant create an additional "Dwelling Unit" as defined in the applicable Land Use Code, in or as part of the Housing Unit unless authorized by the HA in writing and allowed by the zone district and subject to all local building and planning codes and permissions.
- **No Alteration of Housing Unit.** The Housing Unit shall not be altered, demolished, partially demolished, released from these covenants, or relocated, unless and except in compliance with the Guidelines and the applicable Land Use Code provisions in effect at the time of the application for alteration, demolition, release, or relocation.

#### 10. Foreclosure

**Default**. It shall be a breach of this Covenant for Declarant to default in the payments or other obligations due or to be performed under a promissory note secured by deed of trust encumbering a Housing Unit. The Declarant hereby agrees to notify the Beneficiaries, in writing, of any notification Declarant receives from a lender, or its assigns, of past due payments or default in payment or other obligations due or to be performed under a promissory note secured by a deed of trust, as described herein, within five (5) calendar days of Declarant's notification from lender, or its assigns, of said default or past due payments.

#### 10.2 Right to Cure Default.

- 10.2.1 Upon receipt of notice as provided herein, each of the Beneficiaries shall have the right, in its sole discretion, to cure the default or any portion thereof ("Curing Party"). In such event, the Declarant shall be personally liable to the Curing Party for past due payments made by the Curing Party, together with interest thereon at the rate specified in the promissory note secured by the deed of trust, plus one (1) percent, and all actual expenses the Curing Party incurred in curing the default.
- 10.2.2 In the event the Declarant does not repay the Curing Party within sixty (60) days of notice that the Curing Party has cured the Declarant's default, the Declarant agrees that the Curing Party shall be entitled to a lien against the Housing Unit to secure payment of such amounts. Such a lien may be evidenced by a notice of lien setting the amounts due and rate of interest accruing thereon, and such notice of lien may be recorded in the real property records of Town, until such lien is paid and discharged. The Curing Party shall have the additional right to bring an action to foreclose on the Housing Unit for the payment of the lien set forth in Section 12.6.

#### 10.3 Right to Require Sale.

- 10.3.1 Upon default of Declarant, each of the Beneficiaries shall have the right to require Declarant to sell the Housing Unit to avoid the commencement of any adverse proceedings against the Housing Unit by providing Declarant written notice of HA's decision to exercise such right ("Notice of Election to Require Sale").
- 10.3.2 Upon receipt of a Notice of Election to Require Sale by any Qualified Holders, as defined in C.R.S. § 38-38-100.3(20), or mortgage brokers licensed by the Colorado Division of Real Estate pursuant to C.R.S. § 12-61-901 et. seq., Declarant shall immediately offer the Housing Unit for sale according to the provisions of Section 7.
- Non-Qualified Owner in Event of Foreclosure. In the event of a foreclosure on a promissory note secured by a first deed of trust on the Housing Unit or the acceptance by the holder of such note and deed of trust ("Holder") is issued a public trustee's deed for the Housing Unit or records a deed in lieu of foreclosure for the Housing Unit, this Covenant shall remain in full force and effect and Holder shall be considered a non-Qualified Owner.
- 11. <u>Obligation to Maintain Homeowner's Insurance</u>. Deed-restricted housing with public and private subsidies means that the cost to build homes is greater than the sales price. Owners shall obtain full replacement cost coverage through an insurance provider licensed with and compliant with the

Colorado Department of Regulatory Agencies which will repair or replace the home in the event of damage or destruction.

- **11.1** Request for Insurance Coverage Certificate. Owner may be required to verify compliance with §11, above at any time and is required to respond within seven (7) days.
- **11.2** Failure to maintain adequate Homeowner's Insurance shall be considered a material breach of this Covenant.

#### 12. Default/Breach

- **Right to Inspect.** In the event the HA has or the Beneficiaries have reasonable cause to believe a Declarant is violating the provisions of this Covenant, that entity, through its authorized representatives, may inspect the Housing Unit between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, after providing the Declarant with no less than twenty-four (24) hours written notice; Declarant has the right to be present.
- Notice of Violation. The HA shall send a Notice of Violation ("NOV") to the Declarant detailing the nature of the violation and allowing the Declarant fourteen (14) days to determine the merits of the allegations, or to correct the violation. The NOV shall advise the alleged violator of the fines associated with each alleged violation as required by the Schedule of Violations and Fines, Appendix E of the Guidelines, and any additional opportunity to cure before the fines or consequences escalate. In the event the Declarant disagrees with the allegation of violation of the Covenant or the Guidelines, the Declarant may request, in writing, a hearing before the HA or its designated hearing officer, who shall have absolute discretion to determine the appropriate action to be taken to either remedy the violation or to require Declarant to sell the Housing Unit. If the Declarant does not request a hearing and the violation is not cured within the fourteen-day period, the Declarant and/or Occupant shall be considered in violation of this Covenant, and fines shall continue to accrue until the violation is cured or the maximum fine has been reached. Failure to request a hearing shall constitute the failure to exhaust administrative remedies for the purpose of judicial review.
- 12.3 <u>Hearing Before the HA</u>. Whenever this Covenant provides for a hearing before the HA, such hearing shall be scheduled by the HA within fourteen (14) days of the date of receipt of a written request for a hearing. At any such hearing, the Declarant or other aggrieved party may be represented by counsel and may present evidence on the issues to be determined at the hearing. An electronic record of the hearing shall be made, and the decision of the HA shall be a final decision, subject to judicial review.
- **Reservation of Remedies**. There is hereby reserved to the parties hereto any and all remedies provided by law for breach of this Covenant or any of its terms. In the event the Parties resort to litigation with respect to any or all provisions of this Covenant, the prevailing party shall be awarded its damages, expenses, and costs, including reasonable attorney's fees.
- Sale Without Compliance. In the event the Housing Unit is sold and/or conveyed without compliance with the terms of this Covenant, such sale and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer. Each and every conveyance of the Housing Unit, for all purposes, shall be deemed to include and incorporate by this reference the covenants herein contained, even without reference therein to this Covenant.

- **Failure to Cure**. In the event a Declarant fails to cure any breach of this Covenant, each of the Beneficiaries may resort to any and all available legal or equitable actions, including but not limited to specific performance of this Covenant, a mandatory injunction requiring the sale of the Housing Unit by Declarant, and/or an injunction against future sale(s) in violation of this Covenant.
- **Violation Fixes Resale Price**. In the event of a breach of any of the terms or conditions contained herein by Declarant, his or her heirs, successors or assigns, the Declarant's MSP of the Property shall, upon the date of such breach as determined by the HA, automatically cease to increase as set out in Section 7.3 and shall remain fixed until the date of cure of said breach.

#### 13. General Provisions

- 13.1 Enforcement of Covenant. This Covenant shall constitute covenants running with the land and Housing Unit as a burden thereon, for the benefit of each of the Beneficiaries and/or its respective successors and assigns, as applicable, and who may enforce the covenants and compel compliance therewith. Enforcement by any appropriate legal action may include, but is not limited to specific performance injunction, reversion, damages, or eviction of noncomplying Declarants and/or Occupants.
- **13.2 Equal Housing Opportunity.** Pursuant to the Fair Housing Act and public policy, the HA shall not discriminate on the basis of race, creed, color, sex, national origin, familial status, disability, sexual orientation, or gender identity in the lease, sale, use or occupancy of the Housing Unit.
- 13.3 <u>Waiver of Exemptions.</u> Every Declarant, by taking title to a Housing Unit, shall be deemed to have subordinated to this Covenant any and all right of homestead and any other exemption in, or with respect to, such Housing Unit under state or federal law presently existing or hereafter enacted.
- Notices. Any notice, consent, approval, or request which is required to be given by any party hereunder shall be given by personal delivery, by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to the address provided herein or to the address of the Declarant. The Declarant shall advise the Housing Agency of any change in address, in writing. Mailing requirements may be waived by consent of the Parties and acknowledgment of delivery by email or regular mail.

To Beneficiaries: Mayor

Town of Ridgway 201 N. Railroad Street

PO Box 10

Ridgway, CO 81432 Telephone: 970-626-5308

Rural Homes, LLC PO Box 4222

Telluride, CO 81435 Telephone: 970-728-8717

To Declarant:			

- **12.5** Severability. Whenever possible, each provision of this Covenant and any other related document shall be interpreted in such manner as to be valid under applicable law; but if any provision of this Covenant shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remaining provisions of this Covenant.
- **12.6** <u>Choice of Law.</u> This Covenant and each and every related document is to be governed and construed in accordance with the laws of the State of Colorado.
- **12.7** <u>Successors</u>. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, and assigns of the parties.
- **12.8** <u>Further Actions.</u> Declarants and subsequent owners agree that they shall be personally liable for their participation in any of the transactions contemplated herein and that they will execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Covenant or any agreement or document relating hereto or entered into in connection herewith.
- **12.9** Gender and Number. Whenever the context so requires herein, the neuter gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.
- **12.10** <u>Modifications</u>. Any modifications of this Covenant shall be effective only when made by a duly executed instrument by the HA and Declarant, with the written consent of each of the Beneficiaries, and recorded with the Clerk and Recorder of County.
- **12.11** <u>Attorney Fees.</u> In the event any of the Parties resorts to litigation with respect to any of the provisions of this Covenant, the prevailing Party shall be entitled to recover damages and costs, including reasonable attorney fees.

TOWN OF RIDGWAY				
By:		EXECUTED, this	day of	, 20
name], Mayor				
State of Colorado	)			
, was 61 00101ww	) ss.			
County of	)			
,	,			
The foregoing Rural Home	s: For Sale, For	Locals Deed Restriction	and Covenant, R	aidgway Wetterh
Homes has been acknowled				
Town of Ridgway				
Witness my hand and officia	ıl seal.			
My commission expires:				
		Notary		
Public		roury		
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Ву:		EXECUTED, this	day of	, 20
name], CEO				
State of Colorado	)			
	) ss.			
County of	)			
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		Notary		

### **RURAL HOMES, LLC**

By:		EXECUTED, this	day of	, 20
[name], Member			•	
State of Colorado	)			
	) ss.			
County of	)			
The foregoing Rural Hor	nes: For Sale, l	For Locals Deed Restric	tion and Covenant,	Ridgway Wetterhorn
Homes has been acknow				
		RAL HOMES, LLC.		
Witness my hand and offi	cial seal.			
My commission expires:				
Notary Public				
DECLARANT				
		EXECUTED, this	day of	20
[name]			day or	, 20
State of Colorado	)			
State of Colorado	) ss.			
County of	) 33.			
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Homes has been acknow	•	·	day of	, 20, by
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My commission expires:				
Notary Public				

Rural Homes: For Sale, For Locals

# AFFORDABLE HOUSING REGULATIONS AND GUIDELINES RIDGWAY WETTERHORN HOMES

**Ouray County** 

Approved by the Colorado Attorney General and DOLA Adopted by the Town of Ridgway on January 13, 2023

#### WELCOME

GENERAL POLICY GOALS: The general goal of the Rural Homes: For Sale, For Locals (RH) is to provide high quality homes that will remain affordable for working residents and their families who make a living primarily from employment in the Ridgway School District (R-2) boundaries, whose income and assets are below certain targeted limits, and who choose to be part of the local community. This is accomplished, for the most part, by regulating and restricting occupancy and sale of the Housing Units covered by these Affordable Housing Regulations and Guidelines (Guidelines) to "Qualified Households" as defined herein.

Qualified Households must meet specific economic means tests that may include both Household Income and Household Net Assets. Such tests of economic means are intended to promote diversity within the target community.

The Housing Units covered by these Guidelines are subject to price limitations for sale, resale and/or rental. These limitations are intended to insure affordability for the current Household and for the long-term affordability of the Housing Unit.

These Guidelines are intended to provide for clear, fair, and consistent administration of the Rural Homes: For Sale, For Locals Deed Restriction and Covenant Ridgway Wetterhorn Homes (referred to as "Covenant" or "Deed Restriction"), associated with each Housing Unit (also referred to as Unit). It is recognized that there are individual Households and Housing Units that may not fit clearly within the specific provisions of the Guidelines but still meet these general policy goals. For these cases, Exception and Appeal processes have been established (Section 11).

The Housing Authority (HA) or its designee is authorized to adopt specific policy directives as necessary to clarify and aid in the application and enforcement of the Deed Restriction. Any policy directives shall be adopted by HA at a properly noticed public meeting.

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#### 1. **DEFINITIONS**

Definitions of terms and phrases contained within the Deed Restriction and Guidelines:

- 1.1 ACCESSORY DWELLING UNIT (ADU) a building, or portion thereof, the use of which is incidental to that of the main building, and which is located on the same lot or parcel with the main building or use, and which building has a separate kitchen, separate bathroom, a separate entrance, and which is restricted by rent and occupancy requirements as described in these Guidelines.
- 1.2 APPEAL is the process used when the Applicant understands and acknowledges the Covenant and Guidelines criteria and believes that after an initial determination, the criteria have been applied to him or her incorrectly.
- 1.3 APPLICANT a Household that has submitted the required application either for qualification as a Buyer or a Renter or who submits a request for an Exception.
- 1.4 AREA MEDIAN INCOME (AMI) a statistical number based on Household Size and Income for residents of the county in Colorado in which the Housing Unit is located and that is used in these Guidelines as a basis for the Income Eligibility Tiers applied to specific Housing Units. HA shall update the AMI once per year based upon an analysis of the best available data for County Household Incomes. Data sources and methods for this analysis are documented in Appendix A.
- 1.5 ASSETS anything owned by an individual that has commercial or exchange value. Assets consist of specific property or claims against others, in contrast to obligations due others. Assets include both liquid and non-liquid assets. Liquid Assets include cash in savings, checking or other forms of bank accounts and stocks, bonds or other instruments that can readily be converted to cash. Non-liquid Assets are those items not easily converted to cash.

The most recent assessed value as provided by the applicable assessor's office will be used to determine the value of Assets, including real estate holdings, regardless of setoffs by encumbrances, costs of sale or holding, or percent of ownership interest. Assets shall include funds or property held in a living trust or any similar entity or interest, where the person has management rights or the ability to apply the assets to the payment of debts. Assets in a qualified retirement plan and intangible assets will not be included in the asset calculations for each income category. Household Net Assets equals gross Household Assets less gross Household Liabilities.

NOTE: A one-time gift of up to 30% of the Original Purchase Price used exclusively as a down payment for the purchase of a Housing Unit may be considered as a net asset, and not as Unearned Income for the purposes of initial qualification.

1.6 BEDROOM - area designed to be used for sleeping purposes that shall contain a closet, have access to a bathroom and meets applicable Building Code requirements for light, ventilation, sanitation, and egress.

- 1.7 BUSINESS OWNER a person or entity that owns or operates a business located in and serving the County, with a local workforce working in the School District, and who has been certified by the Housing Authority to own a Housing Unit and who has agreed to the rental restrictions set forth in the Deed Restriction and these Guidelines. Note: Businesses who are in the business of residential property management, residential property rentals, mobile home park ownership or rental and/or residential property ownership may not be certified as a Business Owner.
- 1.8 BUYER a person who is buying a Housing Unit.
- 1.9 CAPITAL IMPROVEMENTS AND PERMITTED CAPITAL IMPROVEMENTS a Capital Improvement is any fixture, construction or installation that is erected, constructed, or installed as a permanent improvement to real property or non-recurring expenses for physical improvements that provide a long-term upgrade or improvement to the Housing Unit, not to include ordinary repair and maintenance. A Permitted Capital Improvement is a Capital Improvement that has been approved by HA prior to erection and shall NOT include luxury items, upgrades for esthetic or personal preference, landscaping, or cost associated with ordinary repair, replacement, and maintenance. For example, installing a stained-glass window in place of a functioning clear glass window would be considered a luxury item.

Permitted Capital Improvements are established for determining Maximum Sales Price as the terms are defined in Section 6.11.

- 1.10 COMMERCIAL PROPERTY property which is used for any of the following uses as defined by the applicable Land Use Code: Commercial; Industrial; Accommodations (including Hotel, Lodge, Boarding and Rooming houses, Lock-off units, and Short-term Dwelling Units); and Agricultural Land.
- 1.11 CO-SIGNER a joint signatory of a promissory note whose obligations are the same as those of the primary borrower. If the primary borrower does not repay the loan, the co-signer accepts responsibility for the debt. A Co-signer shall not occupy the Housing Unit unless qualified by HA.
- 1.12 COUNTY the county in the state of Colorado in which the Housing Unit is located.
- 1.13 DECLARANT the person or entity who is purchasing the Housing Unit and who signs the Deed Restriction and Covenant.
- 1.14 DEED RESTRICTION a contract prepared by HA in coordination with Rural Homes (RH) and entered into between HA, RH, and the Owner or Buyer of real property identifying and burdening the conditions of use, occupancy and sale which shall not be altered by any party without the written consent of all parties, also referred to as Covenant.
- 1.15 DESIGNEE a person or entity that is named and authorized to act in place of the person or entity granting the designation.
- 1.16 DISABLED PERSON See Individual with a Disability.

- 1.17 DOWN PAYMENT a cash payment made by the purchaser toward the purchase price of the Housing Unit.
- 1.18 EARNED INCOME STANDARD total Household Earned Income must be at least 75% of the total Household Income. Unearned Income cannot exceed 25% of total Household Income. See INCOME.
- 1.19 ELDERLY a person who is at least 65 years of age.
- 1.20 ELIGIBILITY qualification requirements applied to a Household based on the specific Housing Unit the Household intends to occupy.
- 1.21 EMPLOYEE a person who is self-employed or is working for another person or business and is compensated for such work on an hourly, weekly, monthly or commission basis or any combination of such compensation.
- 1.22 ESSENTIAL RESPONSE PERSONNEL those persons required to report to their designated work location to ensure the operation of essential functions during an emergency. Qualified Essential Response Personnel are employees (on call 12 hours/day, a minimum of 8 times per month or its equivalent) of a community-based organization, in the Ridgway School District R-2 boundaries that provides on-scene assistance and personal care to victims. Community-based organizations include but are not limited to the Fire Department, Search & Rescue, Police, Marshal, and Sheriff's Departments, Emergency Medical Services, Social Services, and Emergency Dispatch.
- 1.23 EXCEPTION, REQUEST FOR the process used when the Applicant understands and acknowledges the Covenant and Guidelines criteria and believes that there exists a legitimate and compelling reason why the Applicant should be excused from such criteria or allowed a modification of the criteria.
- 1.24 FAIR MARKET VALUE the price at which bona fide non-distress sales have been consummated for assets of like type, quality, and quantity in a particular market.
- 1.25 FAMILY see Immediate Family
- 1.26 FEE SIMPLE ESTATE the maximum possible estate that one can possess in real property, complete and absolute ownership of indefinite duration, freely transferable, and inheritable.
- 1.27 FINANCIAL STATEMENT a statement detailing all personal assets, liabilities, and net assets (the difference between gross assets and liabilities) as of a specific date.
- 1.28 FIRST MORTGAGE a deed of trust or mortgage that is recorded senior to any other deeds of trust or liens against a property to secure a loan used to purchase a property by a Mortgagee.

- 1.29 FREE-MARKET PROPERTY a property that is not restricted by any Deed Restriction or covenant regarding price or terms of sale.
- 1.30 FULL-TIME EMPLOYEE a person who works a minimum of 1,200 hours per year by working no less than eight (8) of every twelve (12) months on a rolling twelve (12) month basis AND during the qualifying eight (8) months must work at least forty (40) hours per month.
- 1.31 GOVERNMENT PERSONNEL any Full-time Employee of a federal, state, or County agency, or any local government, including law enforcement agencies.
- 1.32 GRIEVANCE any dispute that Seller, Buyer, Owner, or Applicant may have with HA with respect to an action or failure to act in accordance with the individual's rights, duties, welfare, or status.
- 1.33 GUEST a person with whom a Household shares the same living quarters who has no proprietary interest including no leasehold interest in the Housing Unit, who is not on the title to the unit, who does not provide financial assistance to the Household, and whose stay is limited to less than thirty (30) days every six (6) months.
- 1.34 GUIDELINES these Rural Homes: For Sale, For Locals Affordable Housing Regulations and Guidelines, Ridgway Wetterhorn Homes, are a set of operational regulations adopted by RH and the HA and are amended from time to time that set out definitions, standards and procedures that further define and detail the Rural Homes: For Sale, For Locals Deed Restriction and Covenant, Ridgway Wetterhorn Homes and are to be applied to specific Housing Units.
- 1.35 HEALTH CARE PERSONNEL any Full-time Employee, who is licensed or otherwise authorized by the State of Colorado to provide health care services and who is employed as such by a nonprofit institution within the Ridgway School District R-2 boundaries.
- 1.36 HOME OCCUPATION any business conducted principally within a dwelling unit, an enclosed garage or accessory building, which is carried on by the inhabitants of the Housing Unit. Home Occupation does not include: an individual working at home that does not routinely conduct meetings in the home; does not have routine contact with employer, employee, consultant and/or client in the home; and does not conduct traditional sales or retail activities on the premise of their workplace; and/or does not place any identifying signs on the exterior of the workplace.
- 1.37 HOUSEHOLD one or more persons who intend to live together in a Housing Unit as a single housekeeping entity.
- 1.38 HOUSING AUTHORITY (HA) Housing Authority will have the responsibility to administer the Deed Restriction and Guidelines, including qualifying owners, enforcement, and making any exceptions. Each RH development will be assigned a HA within that jurisdiction. As used in these Guidelines, HA may also mean staff and the Board of Directors of the Housing Authority or its designee, as the context requires.
- 1.39 HOUSING UNIT a residential unit that is subject to the Covenant and Guidelines and any additional covenants that run with the land.

- 1.40 IMMEDIATE FAMILY the Qualified Employee and the spouse of the Qualified Employee and their siblings, the parents and/or offspring of the Qualified Employee and the spouse of the Qualified Employee, all of whom may be related either biologically, by marriage, by civil union and/or by legal adoption, and regardless of age. Immediate Family also includes: a minor child for whom the Qualified Employee or the spouse of the Qualified Employee becomes a legal guardian and a minor child for whom the Qualified Employee or the spouse of the Qualified Employee becomes a legal foster parent. Such children shall be treated as biological children and have the same Immediate Family status, regardless of age.
- 1.41 IMPROVED RESIDENTIAL PROPERTY property that contains at least one (1) dwelling unit as defined in the applicable Land Use Code.

#### 1.42 INCOME -

- a. Earned Income -
  - Income derived from one's own labor or through active participation on a regular, continuous, and substantial basis in a business and including retirement funds from deferred income earned from employment, Social Security benefits, alimony, and child support; and
  - ii. Net income derived from a business after reasonable deductions for expenses, depreciation, taxes, and similar allowances.
- iii. For Qualified Elderly, retirement and/or pension income, regardless of origin, is considered Earned Income.
- b. Household Income combined Gross Income of all individuals in the Household.
- c. Unearned Income income derived from investments, rental property, trusts, inheritance, etc. and any other passive activity.
- d. Gross Income the total of all income from whatever source before deductions.
- 1.43 INCOME ELIGIBILITY TIER the specification and limits of Household Income that applies to a particular Housing Unit.
- 1.44 INDIVIDUAL WITH A DISABILITY- has the same meaning as set forth in the federal "Americans with Disabilities Act of 1990", 42 U.S.C. sec. 12131, and its related amendments and implementing regulation, as amended, which currently defines a person with a disability as "Any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such an impairment." (see also, Mobility Disabled Person).
- 1.45 INITIAL SALES PRICE the sale price for a Housing Unit that is recorded as the Original Purchase Price [OPP] of that Housing Unit at the time the original Deed Restriction for the Housing Unit is executed and recorded in the County Clerk and Recorder's Office.
- 1.46 JOINT TENANCY ownership of real estate between two or more parties who have been named in one conveyance as joint tenants. Upon the death of one tenant, surviving joint tenant(s) have the right of survivorship.

- 1.47 LAND CONTRIBUTOR the entity that provided the land upon which the Rural Homes, For Sale, For Locals Project was built.
- 1.48 LAND CONTRIBUTOR UNITS those deed-restricted properties that have been designated for purchase by the Land Contributor. A Land Contributor Unit is a Housing Unit.
- 1.49 LANDLORD the owner of the Housing Unit, who, in an exchange for rent, leases the entire Housing Unit or a room in the Housing Unit to another individual known as the Tenant.
- 1.50 LEASE a written agreement between an Owner/Landlord and a Tenant/Tenant Household that creates a Leasehold Interest.
- 1.51 LEASEHOLD INTEREST a less than Fee Simple Estate that a Tenant possesses in real property.
- 1.52 LEAVE OF ABSENCE an Exception from the requirement that a Qualified Household maintain the Housing Unit as its primary place of residence granted according to the Exception Procedure in Section 5.2.4.1.
- 1.53 LIABILITIES the total amount owed to other persons including loans, liens, accounts payable, and other financial obligations as defined by generally accepted accounting practice.
- 1.54 LONG-TERM RENTAL rental of a Housing Unit for any period of time equal to or greater than six consecutive months.
- 1.55 LUXURY ITEMS are non-essential appliances, fixtures, or upgrades to a Housing Unit.
- 1.56 MAXIMUM SALE PRICE (MSP) the maximum purchase price that can be paid by any purchaser of a Housing Unit. The MSP is not a guaranteed price, but merely the highest price an Owner may obtain for the sale of a Housing Unit. The Owner's MSP is determined as defined in Sections 5.8 and 8.2.3 and according to the Covenant covering the Housing Unit.
- 1.57 MINIMUM WORK STANDARD in order to meet the Minimum Work Standard, a person must work 1,200 hours per year by working physically within the Ridgway School District R-2 boundaries no less than eight (8) of every twelve (12) months on a rolling twelve (12) month basis AND during the qualifying eight (8) months must work at least forty (40) hours per month.
- 1.58 MOBILITY DISABLED PERSON a person who is an Individual with a Disability and who suffers from a long-term limitation in independent, purposeful physical movement of the body or of one or more extremities.
- 1.59 MORTGAGEE any bank, savings and loan association, or any other institutional lender that is licensed to engage in the business of providing purchase money mortgage financing

- for residential real property and that is the beneficiary of a deed of trust or the mortgagee under a mortgage encumbering the Housing Unit.
- 1.60 NET WORTH the estimated sum of the assets of the Qualified Owner and/or Qualified Occupant and/or Qualified Household less liabilities, the term is synonymous with Net Assets.
- 1.61 NOTICE OF VIOLATION a formal written notice from the HA or its Designee to a Housing Unit Owner, Occupant, or Tenant who may be in violation of provisions of the Deed Restriction for the Housing Unit or of the provisions of the Guidelines.
- 1.62 OCCUPANT any person who occupies the Housing Unit as his or her Primary Residence but who has no ownership interest in the Housing Unit.
- 1.63 ORIGINAL PURCHASE PRICE (OPP) the sale price for a Housing Unit that is recorded at the time the Covenant for the Housing Unit is executed and recorded in the County Clerk and Recorder's Office.
- 1.64 OWNER individual(s) who has a legal right to the Housing Unit by deed, tenancy in common, joint tenancy, or tenancy in the entirety or other relationship; an individual who may have a proprietary interest in the Housing Unit, and may include any subsequent buyer, heir, devisee, transferee, grantee, or holder of title, or any portion of title, to the Housing Unit.
- 1.65 PURCHASE PRICE all consideration paid by the Buyer to the Seller for a Housing Unit.
- 1.66 PREQUALIFICATION a borrower's tentative written mortgage approval from a lender.
- 1.67 PRIMARY RESIDENCE the sole and exclusive place of residence.
- 1.68 PRIORITY the order in which Housing Units are offered to Applicant Households based on the applicable selection procedure (e.g., a lottery, waiting list). Priority is created by RH and the HA and not all Housing Units are subject to Priority.
- 1.69 PROPERTY includes all real estate of any kind, improved or unimproved, including but not limited to land, commercial property, investment property, and residential property.
- 1.70 QUALIFICATION the minimum standards of employment, residency and/or net assets that are applied to a Qualified Household according to the Covenant covering the Housing Unit and as defined in Sections 3 and 5.
- 1.71 QUALIFIED EMPLOYEE an Employee who meets the Minimum Work Standard, is certified by the HA, and who maintains compliance pursuant to the Covenant and Guidelines.
- 1.72 QUALIFIED ENTITY OWNER-an Owner who is a Business Owner, Land Contributor, Local Government or Special District located in and serving the County, with a local workforce working in the School District, that has been certified as Qualified by the HA to own a

- Housing Unit and who has agreed to the rental restrictions set forth in the Deed Restriction and these Guidelines.
- 1.73 QUALIFIED HOUSEHOLD all Owners and Occupants who meet the requirements of Sections 3 and 5 who are certified by the HA to own and/or occupy the Housing Unit according to the terms and conditions of the Deed Restriction and Guidelines and who maintain compliance pursuant to the Covenant and Guidelines.
- 1.74 QUALIFIED OCCUPANT a person who meets the requirements of Sections 3 and 5 to occupy the Housing Unit, who is certified by the HA, and who maintains compliance pursuant to the Covenant and Guidelines. Entity Owners shall not be considered Qualified Occupants.
- 1.75 QUALIFIED OWNER a person who meets the requirements of Sections 3 and 5 at the time that they take initial ownership interest or transfer of interest in a Housing Unit, is certified by the HA, and who maintains compliance pursuant to the Covenant and Guidelines. Entity Owners may be considered Qualified Owners subject to the Covenant and Guidelines.
- 1.76 RIGHT OF FIRST REFUSAL: a provision in a lease or other agreement that gives a potentially interested party the right to buy a property before the seller negotiates any other offers.
- 1.77 SALE a sale is the exchange of a Housing Unit for an agreed amount of money in a single transaction in which title to the Housing Unit is transferred to a new Qualified Household.
- 1.78 SELF-EMPLOYMED a person who carries on a trade or business as a sole proprietor or independent contractor who is working for oneself as a freelancer rather than for an employer including part-time business or a member of a partnership that carries on a trade or business.
- 1.79 SELLER a person who owns and is selling a Housing Unit.
- 1.80 SELLER'S LISTING CHECKLIST the list of items required to be in good order as defined in the "Minimum Standards" required for a sale at Maximum Sale Price (Section 6.8).
- 1.81 SELLER'S PROPERTY DISCLOSURE the residential form approved by the Colorado Real Estate Commission and customarily required in transactions involving the purchase and sale of residential real estate in the State of Colorado.
- 1.82 SCHOOL DISTRICT the Ridgway School District (R-2), the school district in which the Housing Unit is located.
- 1.83 SCHOOL DISTRICT PERSONNEL any Full-time Employee, including independent contractors, of the Ridgway School District R-2 who provides health, educational, administrative, social, psychological, custodial, food service, transportation, law enforcement, or childcare services.

- 1.84 SHORT-TERM RENTAL rental of a Housing Unit for any period of time less than thirty (30) consecutive days.
- 1.85 SPECIAL DISTRICT- is a quasi-municipal corporation and political subdivision of the State of Colorado formed to provide necessary public services that the county or municipality cannot otherwise provide. The formation and operation of a special district is governed by Title 32 of the Colorado Revised Statutes and other applicable laws.
- 1.86 TENANT a person who has the temporary use and occupancy of real property owned by another subject to the Guidelines.
- 1.87 TOWN the Town in which the Housing Unit is located.
- 1.88 TRANSFER an act of a Party, or of the law, by which the title to the Housing Unit is wholly or partially transferred to another; including but not limited to the sale, assignment voluntary or involuntary transfer, or transfer by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the Housing Unit, including but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, a leasehold interest or any interest evidenced by a land contract by which possession of the Housing Unit is transferred and Owner retains title, except that, this definition does not include any transfer of an interest by the Housing Authority.
- 1.89 UNIMPROVED RESIDENTIAL PROPERTY vacant property, which is restricted solely to residential uses, and uses accessory thereto, as defined in the applicable Land Use Code.

#### 2. PURPOSE AND APPLICABILITY

The purpose of the Guidelines is to provide a comprehensive and consistent set of provisions that apply to housing created by Rural Homes: For Sale, For Locals and the Housing Authority.

Every sale or rental of a Housing Unit shall be subject to the Deed Restriction and Guidelines in effect at the time of sale or rental. Owners and Tenants are subject to the Guidelines in effect and as amended during their ownership or lease.

Violations of these Guidelines are violations of the Deed Restriction and are subject to the penalties adopted for such violations in addition to remedies provided herein.

These Guidelines are considered regulations in order to control and enforce the applicable RH Deed Restriction and have the force and effect of law and can be enforced by the Beneficiaries and the HA or its authorized agents and/or representatives. These rules have binding effect on all individuals and courts.

#### 3. HOUSEHOLD QUALIFICATION and ELIGIBILITY

A Qualified Owner or a Qualified Household must maintain its Qualification continuously as long as it owns, rents, or occupies the Housing Unit.

- **3.1** Household Initial Qualification. Qualified Owners and Qualified Households must meet each of the following requirements for initial purchase or occupancy as described below in the following sections:
  - **3.1.1** Minimum Work Standard
  - **3.1.2** Earned Income Standard
  - 3.1.3 Residency Standard
  - **3.1.4** Property Ownership Standard
  - 3.1.5 Net Assets Standard

#### 3.1.1 Minimum Work Standard.

- 3.1.1.1 Qualified Employee. At least one member of the Household who is an Owner shall be a Qualified Employee who must demonstrate and verify 1,200 hours of employment physically performed in the School District boundaries for a minimum of forty (40) hours per month for at least eight (8) of the previous twelve (12) months immediately prior to submission of an application or provide verifiable intent to physically perform 1,200 hours of work in the School District boundaries within twelve (12) months of application at a minimum of forty (40) hours per month for eight (8) of the next twelve (12) months.
- 3.1.1.2 <u>Exemptions.</u> Those who have been determined by HA to be Qualified Elderly or Qualified Individual with a Disability as defined below, prior to application for ownership or rental, as well as Immediate Family and Dependents of a Qualified Employee are exempt from the required employment hours.

- 3.1.1.2.a Qualified Individual with a Disability Those persons with a disability may apply to be Qualified Individual with a Disability by providing a verifiable history of employment meeting the Minimum Work Standard on a rolling twelve (12) month basis for at least five (5) of the seven (7) years within the County immediately prior to application for Qualified Individual with a Disability as defined. Note: Persons with a disability who cannot meet this exemption standard may request an Exception under §11.1.3
- 3.1.1.2.b Qualified Elderly Those who are 65 years or older may apply to be Qualified Elderly by providing a verifiable history of employment meeting the Minimum Work Standard on a rolling twelve (12) month basis for at least five (5) of the seven (7) years within the County, immediately prior to application for Qualified Elderly as defined.
- 3.1.1.3 Exception. Employees who are employed by a business located in the School District boundaries with a workforce physically located within the School District boundaries and who are required to perform tasks outside the School District boundaries, may apply for an Administrative Exception to the "physically performed" requirement, §1.1.1 above.

#### 3.1.2 Earned Income Standard.

- 3.1.2.1 Total Household Earned Income must be at least 75% of the total Household Income. Unearned Income cannot exceed 25% of total Household Income.
- 3.1.2.2 Households must qualify for the AMI standard associated with the Housing Unit and show proof of Income not to exceed the income range allowed for the Housing Unit.
  - 3.1.2.2a For purposes of Initial Qualification under this standard for Applicants who do meet the local Minimum Work Standard, the HA shall examine historical data. Historical data is a hybrid of previous year's tax returns and current year-to-date employer payment information that creates a total income for the twelve-month period immediately prior to the application submittal. All other income received or earned in the same twelve-month period is included in the income total.
  - 3.1.2.2.b For purposes of Initial Qualification under this standard for Applicants who do **not** meet the local Minimum Work Standard and who provide verifiable intent to work, the HA shall use prospective information and income related to the applicant's employment in the School District going forward. The start date of the "intent to work" shall begin the twelve-month period of analysis, including anticipated income from all sources.

- 3.1.2.3 Applicant representations of Gross Income are subject to verification and evaluation of reasonableness by HA.
- 3.1.2.4 The following are exempt from the Earned Income Standard:
  - 3.1.2.4.a Those who are Qualified Individual with a Disability per the provisions of Section 3.1.1.2.a; and
  - 3.1.2.4.b. Those who are Qualified Elderly per the provisions of Section 3.1.1.2.b.
- **3.1.3 Residency Standard.** Applicants purchasing a Housing Unit are not subject to a prior residency requirement but must intend to, and in fact, occupy the Housing Unit as their sole and Primary Residence.

#### 3.1.4 Property Ownership Standard.

- 3.1.4.1 At the time of application, a Household may own other improved or unimproved residential or commercial property, however, Applicant must enter into an Intent to Sell Agreement for all Improved Residential Property located within a one-hundred and fifty (150) mile radius from the Housing Unit. Further all Improved Residential Property must be listed for sale within seven days of taking title to the Housing Unit and sold for fair market value within one year of taking title to the Housing Unit.
- 3.1.4.2 Households that desire to acquire Improved Residential Property located within a one-hundred and fifty (150) mile radius from the Housing Unit after taking ownership of a Housing Unit must apply for and be granted an Exception prior to taking ownership of the additional property.
- 3.1.4.3 Households that desire to retain Improved Residential Property located within a one-hundred and fifty (150) mile radius from the Housing Unit after taking ownership of a Housing Unit must apply for and be granted an Exception before purchasing the Housing Unit.

#### 3.1.5 Net Assets Standard.

- 3.1.5.1 Total Household Net Assets shall not exceed three (3) times the Original Purchase Price ("OPP") of the Housing Unit. All Household members' shares of business assets, including real estate, shall be included in determination of the Household Net Assets.
- 3.1.5.2 <u>Disposition of Assets</u>. Any member of a Household who has assigned, conveyed, transferred, or otherwise disposed of property or other assets within the last two (2) years without fair consideration in order to meet the net asset limitation or the property ownership limitation shall be ineligible to purchase a Housing Unit.

#### 3.2. Household Eligibility Criteria.

**3.2.1** <u>Income Eligibility Tiers</u>. Households must meet Income Eligibility Tiers in addition to the Household Initial Qualification criteria. Eligibility criteria may differ between units that are targeted to different Tiers, as defined in Appendix A, and as designated in the Covenant.

The existence of more than one Eligibility Tier does not guarantee that the HA will construct or otherwise make available housing in that Tier.

**3.2.2** <u>Household Size.</u> The total number of people in a Household shall not be less than the following Minimum Household Sizes or exceed the Maximum Household Sizes:

Unit Type:*	Minimum Household Size:	Maximum Household Size
Studio/1 Bedroom	1 person	3 persons
2 Bedroom	1 person	4 persons
3 Bedroom	2 persons	6 persons
4 Bedroom	3 persons	8 persons

<sup>\*</sup>this chart does not guarantee houses will be built or available in all listed types.

- 3.2.2.a If Declarant's Household Size falls below the minimum size required, Declarant shall rent a room to a Qualified Tenant pursuant to the Covenant and Guidelines.
- **3.3** Qualified Entity Owners. Qualified Entity Owners shall be exempt from the Initial Qualification Standards and Eligibility Criteria. Tenants of all Qualified Entity Owner Housing Units shall meet the requirements above as required by Section 7, below.

#### 4. INITIAL HOUSEHOLD APPLICATION PROCESS

- **Application Process.** Applications for qualification shall be made to HA. HA may request any combination of documentation reasonably related to proof of income, assets, and employment. Household shall sign a release of information so that HA may obtain such information. HA will require a sworn statement of the facts contained in the application including at least the following certifications:
  - **4.1.1** That the facts contained in the application are true and correct to the best of the Applicant's knowledge; that the Applicant has been given the standard application information packet by HA; and
  - **4.1.2** That the Applicant, on the basis of the application presented, believes that the Household qualifies to occupy the Housing Unit in question according to the Deed Restriction, these Guidelines and all other applicable procedures, rules, and regulations.

- **4.1.3** Any material misstatement of fact or deliberate fraud by the Household in connection with any information supplied to HA shall be cause for immediate expulsion from the application process and/or forced sale or vacation of the Housing Unit.
- **4.1.4 Qualified Entity Owners. Qualified Entity Owners** shall have a streamlined application process which may vary among entity type.
- **Homeowners Associations**. The Housing Unit is not currently subject to a homeowner's association ("HOA"). However, HOAs and related dues are authorized in Colorado under Colorado Revised Statutes §38-33.3-101 et seq. If an HOA is formed and applicable, all Owners of Housing Units are required to timely remit payment of HOA dues. It is the Household's responsibility to be aware of any HOA dues or interest charges.

## 5. CONTINUING HOUSEHOLD QUALIFICATION AND COMPLIANCE VERIFICATION

- **Maintaining Qualified Household Status.** HA requires Households, including all occupants of Housing Units, to maintain Qualified Household status on an on-going basis.
  - **5.1.1** Changes to Households. Changes to Qualified Households impact ongoing qualifications and may jeopardize qualification, such as a pending separation or divorce, the death of a Household member, or departure of a Household member, and the addition of Immediate Family members. All changes to the Household shall be reported to HA within thirty (30) days of said change. HA will make every effort to maintain stable housing for Households in transition but shall require the Household to come into compliance within a reasonable period prior to issuing a Notice of Violation.
  - **5.1.2** <u>Compliance Checks</u>. In order to verify compliance with Deed Restrictions and the Guidelines, HA will conduct regular Compliance Checks and may initiate them to investigate complaints or reports of non-compliance. Any on-site Housing Unit inspection is subject to a twenty-four (24) hour notice requirement.
  - **5.1.3** Verification of Qualification. HA shall require Households to verify that they remain a Qualified Household within twenty-one (21) days of a written notice of Compliance Check or a penalty will be assessed (see Appendix E). A sworn statement of the facts required for maintaining Qualified Status shall be required as detailed in Section 4 for initial Compliance Check submissions.
- **5.2 Qualified Household Continuing Requirements**. Verification of the following shall be required:

#### **5.2.1** Continuing Minimum Work Standard.

5.2.1.1 At least one member of the Household must be a Qualified Employee who meets the Minimum Work Standards.

5.2.1.2 Qualified Elderly, Qualified Individual with a Disability and Immediate Family of Qualified Employees are exempt from the continuing Minimum Work Standard.

#### **5.2.2** Continuing Earned Income Standard.

5.2.2.1 Household shall meet the Earned Income Standard, Section 3.1.2.1.

#### **5.2.3** Continuing Net Income Standard.

- 5.2.3.1 Household Net Income shall not be considered for ongoing qualification for Owners.
- 5.2.3.2 Tenant Households shall continue to meet the Earned Income Eligibility Tier as designated by Appendix A.
- **5.2.4** Continuing Residency Standard. Qualified Households shall occupy the Housing Unit for at least eight (8) of every twelve (12) months on a rolling twelve (12) month basis.
  - 5.2.4.1 <u>Leave of Absence</u>. In the event a Household wishes to not occupy the unit for more than four (4) months, the Household may apply to HA for a Leave of Absence for a term not to exceed two (2) years. The Household must provide clear and convincing evidence showing both a bona fide reason for leaving and a commitment to re-occupy the Housing Unit. HA shall condition the granting of the Leave of Absence on the Household offering the Housing Unit for rent to a Qualified Household, during the period of the requested leave. HA may include conditions on the Leave of Absence, as it deems necessary. Applications for a Leave of Absence shall be made to HA according to the Exceptions Procedure in Section 11.1. Short-term rental of Housing Units is otherwise prohibited.
- **5.2.5** Ownership of Improved Residential Property. Household is prohibited from ownership of other Improved Residential Property located within a one-hundred and fifty (150) mile radius from the Housing Unit unless the HA approves an Exception, see Section 11.1.
- **5.2.6** <u>Household Net Assets</u>. Household Net Assets shall not exceed three (3) times the Initial Sales Price of the Unit.
- **5.2.7** <u>Household Size.</u> Minimum and Maximum Household Size are on-going requirements. See Section 3.2.2, above.
- **5.3** Qualified Entity Owners. Qualified Entity Owners shall be subject to verification of Qualification of Entity Status. Tenants of all Qualified Entity Owner Housing Units shall meet all continuing requirements of the Covenant and Guidelines. Failure to do either or both is a material breach of the Covenant.

#### 6. SALE AND RESALE OF HOUSING UNITS

The initial sale of all Housing Units shall be in accordance with applicable lottery, wait list or other selection procedures as determined by the HA.

#### 6.1 <u>Notification Required.</u>

- **6.1.1** Written notice to HA shall be required for any pending change in financing or ownership of a Housing Unit. Failure to timely notify HA is considered a serious breach of the Deed Restriction and violation of the Guidelines and shall be subject to a Notification Required Penalty (see Appendix E) for each day the failure to notify persists.
- **6.1.2** Notice of Intent to Sell a Housing Unit must be given at least sixty (60) days prior to the sale of the unit on notice forms available from HA.
- **6.1.3** Notice of transfer of any interest in a Housing Unit must be given at least thirty (30) days prior to the transfer and will require the execution of a new Deed Restriction.
- **6.1.4** Notice of refinancing of a Housing Unit must be given at least thirty (30) days prior to closing of the loan.
- **Consult with HA.** Sellers are advised to consult with HA prior to offering a Housing Unit for sale, in order to obtain the most current information about applicable Guidelines and processes, and to verify the Maximum Sale Price and other applicable provisions of the Deed Restriction concerning the Sale.
- **6.3** Independent Legal Counsel. All Sellers and Buyers of Housing Units are advised to consult independent legal counsel regarding the examination of title and all contracts, agreements, and title documents. The retention of such counsel, or related services, shall be at Buyer's and Seller's own expense.
- **Title Company.** HA advises Buyers to use a local title company and escrow agent with experience in closings of Housing Units to close the sale transaction. The title documents involved in the closing of Housing Units are unique and technical. Mistakes in the closing documents are easily made and difficult to correct. Seller shall authorize HA to review the conveyance documents prior to closing.
- **6.5 Sales Fee.** After the initial sale, at the closing of the sale, the Buyer, will pay to HA a fee equal to 1% of the sales price. HA may instruct the title company to pay such fees out of the funds held in escrow at closing. The sales fee is waived for the sale from the developer to the first purchaser. HA may also waive the fee, or a portion thereof, in its sole discretion, to promote affordable housing. Fees due to HA shall be paid regardless of any action or services that the Buyer or Seller may undertake or acquire.
- **Beneficiaries with the Right to Acquire Ownership.** Upon Owner's Notice of Intent to Sell, or upon exercise of Notice of Election to Require Sale as defined in the Covenant, Section 10.3, or if an Owner receives any offer to purchase or tenders any offer of sale for the Housing

Unit either of the Beneficiaries, or their successors, shall be notified within five (5) days of such event and have the Right of First Refusal to purchase the Housing Unit for the Maximum Sale Price or at the offered sales price outlined in the Covenant, Section 7.3.

- **Resale Options**. Sellers of Housing Units have the following options for advertisement and marketing of their units:
  - **6.7.1** Seller may advertise, market, and sell a Unit directly, or list the Unit with a real estate broker licensed to do business in the State of Colorado provided that:
    - 6.7.1.1 The Buyer meets the Qualified Household requirements of Section 3; and
    - 6.7.1.2 In all events the HA will assist the Seller as it is able.

#### 6.8 Maximum Sales Price.

- 6.8.1 Maximum Sale Price as Only Exchange of Value. The Maximum Sale Price of the Housing Unit shall be calculated according to its Deed Restriction. In no case shall any Housing Unit be sold for more than the Maximum Sale Price. The contracted sale price shall be the only exchange of value between parties to any sale of the Housing Unit. Both Buyer and Seller must execute a sworn statement affirming that the contracted sale price is the only exchange of value in the sale. Any exchange of value outside the contract sale price shall invalidate the sale in addition to being a violation of applicable provisions of Colorado law that provide for additional civil and criminal remedies.
- **6.8.2** Minimum Standards for Maximum Sale Price. The Owner, Buyer and HA should work together in addressing repairs necessary to bring a Housing Unit to Minimum Standards for Maximum Sale Price. Owners and Buyers shall use the following checklist of Minimum Standards for a sale at Maximum Sale Price (Seller's Listing Checklist), including but not limited to:
  - Clean, odor-free interior;
  - Carpets steam-cleaned within seven (7) days of closing;
  - Surface scratches, marks, holes in doors, floors, walls, woodwork, cabinets, counter tops, other than normal wear and tear, repaired;
  - Walls in good repair and paint-ready;
  - Windows and window locks in good repair;
  - Broken windowpanes replaced;
  - Window screens in place and in good repair;
  - Doors and door locks in good repair; keys for all locks must be delivered at closing;
  - Light fixtures, outlets, switches secure and in working order;
  - Plumbing in good repair with no leaks;
  - Tile grout in good repair and clean;
  - Roof in good repair with no leaks (if home is a single-family) including an expected remaining life of ten years; and
  - Safety hazards resolved.

#### 6.9 Mitigation of Repairs.

- **6.9.1** HA shall conduct a walk-through of the Housing Unit for purposes of verifying the Seller's Listing Checklist and identifying necessary repairs pursuant to Section 6.8. The Seller shall make identified repairs to bring the unit to Minimum Standards for Maximum Sale Price prior to closing.
- **6.9.2** If a unit does not meet the Minimum Standards, HA may, at its discretion, require:
  - 6.9.2.1 That the cost of necessary repairs be deducted from the closing sale price; or
  - 6.9.2.2 That a credit be required from the Seller to the Buyer; or
  - 6.9.2.3 That the Seller places into escrow the funds necessary to ensure satisfactory repairs, the balance of which, after necessary repairs, shall be returned to the Seller.
- **6.9.3** Buyer is strongly encouraged to hire, at its own expense, a licensed inspector to conduct a thorough inspection of the Housing Unit.

#### 6.10. <u>Disclosure of Relevant Contracts and Information</u>.

- **6.10.1** Both Buyer and Seller of any Housing Unit must sign a release of information allowing HA to obtain copies of all documents relevant to the sale and must disclose all relevant information known to them. All financial information shall remain confidential except as noted in Section 12.1.
- **6.10.2** Relevant documents include but are not limited to:
  - 6.10.2.1 The sales contract for the Housing Unit;
  - 6.10.2.2 The Buyer's application for financing and related documentation; and
  - 6.10.2.3 Title and escrow documents related to the sale.
- **6.10.3** Sellers must inform Buyers of any proposed or pending increases in homeowner association dues, as well as any proposed or pending assessments, if any.
- **6.11 Permitted Capital Improvements.** Permitted Capital Improvements, as defined in Section 1.9 provide a long-term upgrade or improvement to the Housing Unit. Permitted Capital Improvements shall NOT include luxury items, upgrades for esthetic or personal preference, landscaping, or cost associated with ordinary repair, replacement, and maintenance.

Ordinary Repair and Maintenance including roof repair and replacement, siding repair and replacement, driveway repair and replacement, and other similar maintenance cost are not considered Capital Improvements. Labor costs provided by the Owner may be authorized for up to 50% of the Permitted Capital Improvements upon approval by the HA.

It is the Owner's responsibility to secure any approval necessary from the Housing Unit's homeowners association and HA prior to undertaking any Capital Improvements.

**6.11.1** <u>ADUs and Capital Improvements</u>. The new construction of an ADU, where permissible, will not be included in the Capital Improvement calculation for the Housing Unit. It will, however, impact the MSP based on criteria established by the HA.

#### 7. RENTAL PROCEDURES

There are two types of Rental Procedures. One for the rental of the entire Housing Unit and one for a partial rental.

#### 7.1 <u>Entire Housing Unit</u>.

- **7.1.1 Owner Occupied Units**: Owners of Housing Units may, in some instances, be permitted to rent their entire Housing Unit. Households interested in renting the entire Housing Unit shall apply to and be qualified by the HA under the standards delineated in Section 3. HOUSEHOLD QUALIFICATION, ELIGIBILITY AND PRIORITY.
- **7.1.2 Qualified Entity Owner Units:** Qualified Entity Owners are required to rent their Housing Units and all applicants interested in renting the Housing Unit shall apply to and be qualified by the HA under the standards delineated in Section 3. HOUSEHOLD QUALIFICATION, ELIGIBILITY AND PRIORITY. Qualified Entity Owners must fulfill the Minimum Household Size and not exceed the Maximum Household Size (Section 3.2.2 Chart). Qualified Entity Owners may rent to unrelated/non-Household applicants and treat each as a separate Household for purposes of qualification as described in 7.2 Room Rental, below.
  - **7.1.3** All other rules and regulations apply to Qualified Entity Owners Housing Units.
- **Room Rental**. For purposes of qualification for room rental in an Owner-occupied Unit, each room rental shall be considered independently, and Tenant Household's income and assets shall not be included in the Owner's Household for income and asset qualification purposes. However, rental income shall be considered Unearned Income for the Owner/Landlord.

Tenant Household requirements for room rentals:

- **7.2.1** At least one member of the Tenant Household, who is not part of the Immediate Family of the Owner, must be a Qualified Employee; and
- **7.2.2** Tenant Households shall meet the Minimum Work, Earned Income, Residency, Property Ownership and Net Assets Standards; and
- **7.2.3** Tenant household Income Eligibility shall be determined by the Housing Unit's Income Eligibility Tier (see Appendix A) at time of initial tenancy.
- **7.3** General Provisions for all Rentals. In this section, Tenant refers to Households that rent an entire Unit and Tenant Households renting a room in a Unit.
  - **7.3.1** Tenant shall meet the Income Eligibility Criteria designated by the Housing Unit's Income Eligibility Tier (see Appendix A).

- **7.3.2** Maximum Rental Rate per Housing Unit is set by the HA and shall not exceed the rental rate for the same number of bedrooms designated by the Housing Unit's Income Eligibility Tier (see Appendix A).
- **7.3.3** Maximum Rental Rate per room is set by the HA and shall not exceed studio/one-bedroom rental rate designated by the Housing Unit's Income Eligibility Tier (see Appendix A).
- **7.3.4** Tenant Qualification shall be certified by HA prior to tenancy and/or the signing of a Lease.
- **7.3.5** Tenant Qualification shall be recertified by HA yearly at Lease renewal and any time there is a change in Household/Tenant Household.
- **7.3.6** Landlords must obtain proof of qualification from Tenant prior to occupancy.
- **7.3.7** Rental of Housing Units must be memorialized by a written Lease.
- **7.3.8** Leases must be for a minimum of six months with a maximum of twelve months.
- **7.3.9** Landlords shall provide a copy of the fully executed Lease with Tenant to HA within seven (7) days of its execution.
- **7.3.10** Executed copies of Leases shall be on file with HA at all times during the period in which rental of the Housing Unit is required or has been approved.
- **7.3.11** A sublease to a Qualified Employee is allowed upon approval of the Owner and of HA.

#### 8. DEED RESTRICTION COVENANT

**8.1 Deed Restriction Applied with Each Transfer.** A Deed Restriction shall be applied prior to or concurrent with each Sale or Transfer of a Housing Unit. Original executed and recorded documents will be maintained by HA. Provisions herein further defining the Deed Restriction are a summary of significant policies and should not be considered the complete authority. Sellers and Buyers are advised to consult the Deed Restriction for the Housing Unit for complete specific language, which is the final authority for that Housing Unit.

#### **8.2** Specifications of the Deed Restriction.

- **8.2.1** The Original Purchase Price ("OPP"). Each Housing Unit Sale generates a new OPP and necessitates execution of a new Deed Restriction.
- 8.2.1 The designated Income Eligibility Tier for the Housing Unit.
- **8.2.3** The method of calculation of the allowed Maximum Sale Price ("MSP"). MSP shall be the OPP specified in the Deed Restriction plus an increase in price of three

percent 3%) per year from the date of purchase to the date of Owner's Notice of Intent to Sell (compounded annually and prorated at the rate of .25 percent per each whole month of any part of a year);

PLUS, the costs of any public improvements for which assessments were imposed by a government entity since the recording date of the Deed Restriction; PLUS, the costs of Permitted Capital Improvements, not to exceed ten percent (10%) of the OPP, provided that:

- 8.2.3.1 Improvements are pre-approved by HA prior to commencement of any work or installation to be considered in the calculation of the MSP.
- 8.2.3.2 Proof of homeowner's association approval, if any, must be provided to HA prior to commencement of work.
- 8.2.3.3 Improvements must be properly permitted and inspected by the Town or County Building Official, if applicable.
- 8.2.3.4 LESS the Depreciation on Permitted Capital Improvements; PLUS, any other reasonable costs allowed by HA pursuant to Guidelines in effect on the date of Owner's Notice of Intent to Sell.
- **8.3 Home Occupations**. The Housing Unit may be used in a Home Occupation if:
  - **8.3.1** Home Occupation complies with applicable land use regulations;
  - **8.3.2** HOA approval of the specific Home Occupation, if applicable;
  - **8.3.3** The business holds a current business license, if applicable; and
  - **8.3.4** The business holds current sales and excise tax licenses, if applicable.
- **8.4 No Guarantee of MSP.** Neither HA nor the Beneficiaries make any guarantees of the owner's ability to sell the housing unit for its MSP or rent the housing unit for its maximum rental rate.
- **8.5** <u>Violation of Deed Restriction</u>. Violation of any of the covenants, conditions and terms of the Deed Restriction shall also be a violation of these Guidelines whether or not a corollary provision exists.
- **8.6** <u>Deed Restriction Binding.</u> The Deed Restriction shall be binding on all Owners, successors and assigns including any holder of a deed in lieu of foreclosure.
- **8.7** Recording of Deed Restriction. The Deed Restriction and any amendments thereto must be recorded in the property records of the County. The original executed and recorded documents must be delivered to HA.
- 8.8 Deed Restrictions may not be transferred off the Housing Unit.

**8.9** All Deed Restrictions must be prepared by HA. No modification or amendment to the Deed Restriction shall be effective unless agreed to in writing by HA and other Parties.

#### 9. LENDERS AND LOANS

- **9.1 Purpose.** RH intends to meet the following goals in the facilitation of individual mortgage financing for Housing Units:
  - **9.1.1** Protect the public investment and regulatory integrity of RH in the short and long term;
  - **9.1.2** Minimize financial and other risks to HA and RH by prohibiting excessive debt or other obligations from being secured by Housing Units;
  - **9.1.3** Minimize the chance that Owners will create a financial risk for HA through creation of debt or other secured obligations against their Housing Unit; and
  - **9.1.4** Increase the potential financing opportunities for Applicants and Owners.
- **9.2** <u>Lenders and Mortgages.</u> Borrowers are restricted to either conventional or government guaranteed mortgages with a fixed rate from commercial banking and lending institutions authorized to engage in mortgage lending practices in the State of Colorado. All other mortgages will require an Exception from HA prior to purchase of a Housing Unit.
- **9.3** Total Debt. Prior to and continuing after closing on a Housing Unit, Owners shall not incur debt, judgments, liens, or other obligations secured by the Housing Unit and in no event shall any obligation secured by the Housing Unit exceed the total Original Purchase Price of the unit. This limitation shall apply also to any refinance of existing debt secured by the Housing Unit. Owners must notify HA prior to finalizing any refinancing of the Housing Unit. Failure to notify HA shall be subject to a penalty (see Appendix E).
- **9.4** Co-Borrower or Co-Signor. Co-borrowers or Co-signors who are not part of the Qualified Household must apply and be approved through the Exception Procedure (Section 11). Approved Co-borrowers and Co-signers shall be required to sign a separate agreement to sell the Housing Unit in the event the Qualified Owner becomes an Unqualified Owner, is in default under its Deed Restriction or the Guidelines or is otherwise required to sell the Housing Unit. Such Co-signers and co-borrowers shall not occupy the Housing Unit unless qualified by HA.

#### 10. OWNERSHIP LOTTERIES

The purpose of these Lotteries is to create a fair and orderly process for offering Units for sale to qualifying Households and give purchase priority to those identified in the Lottery Point System Criteria, Appendix C.

#### 10.1 Ownership Lottery Procedure.

**10.1.1** HA shall establish a procedure for ownership lotteries for initial sales of RH as subject to these Guidelines and may establish ownership lotteries for subsequent sales as necessary.

#### **10.1.2** HA shall open an ownership lottery as follows:

- 10.1.2.1 Notice of the date, time, and location at which applications will be taken shall be published as a Legal Notice in a newspaper of general circulation in the region. Such notice shall be published at least twenty-one (21) days prior to the close of the application period, which application period shall be a minimum of fourteen (14) days.
- 10.1.2.2 Application and information materials shall be available at the time of publication of the Legal Notice at locations and web sites announced in the Notice.

#### 10.1.3 Lottery Application Process and Applicant Responsibilities.

- 10.1.3.1 Complete lottery application.
- 10.1.3.2 Households interested in purchasing a Housing Unit must submit an application to the HA, or its designee. All members of a Household over eighteen years of age must submit the required information necessary to determine qualification and eligibility.
- 10.1.3.3 A Household must submit a letter from a mortgage lender, stating the Household's ability to pre-qualify for a mortgage.
- 10.1.3.4 In order to participate in a lottery, Households must sign the sworn statement described in Section 4.
- 10.1.3.5 If a Household cannot sign the sworn statement, or if a Household does not provide HA with information required to process the application, then it will not be eligible to be entered into the lottery.
- 10.1.3.6 HA shall rely on the sworn statement of the Applicant as to the completeness and accuracy of the application for the purpose of determining eligibility to participate in a lottery.

#### 10.2 <u>Lottery Order.</u>

**10.2.1** HA shall only accept lottery applications during the time period specified in the Legal Notice. Mailed applications shall be considered received in the proper time period if postmarked at least two (2) days prior to the last day of the application period and received within two (2) business days after the application period closes. HA shall not be responsible for delays in the delivery of mail beyond two (2) business days after the

application period closes. Incomplete applications shall not be processed for qualification.

- **10.2.2** The lottery shall be executed in two rounds; First Round for all Applicants who qualify without an Exception and Second Round for all Applicants who have requested and received an Exception(s).
- **10.2.3** All Applicants deemed Qualified Households shall automatically qualify for entry in the lottery and placed in First Round. Any household lacking one or more of the Qualification and Eligibility Criteria will be placed on a separate list for unqualified Applicants (as further explained in Section 10.3.3.6) and placed in Second Round.
  - 10.2.2.1 Exception requests submitted pursuant to Section 9.2 (Lending) shall not preclude Applicant from classification as a Qualified Household for purposes of the Lottery.
- **10.2.4** Qualified Applicants shall qualify for additional entries in the lottery according to the criteria as outlined in Appendix C or according to criteria established by RH.
- **10.2.5** The Lottery Point System Criteria may be modified as necessary by HA.

#### 10.3 Lotteries are subject to the following guidelines:

- **10.3.1** A lottery must be conducted in a duly noticed public meeting of the HA.
- **10.3.2** An independent County resident with no direct stake in the lottery outcome shall be invited to draw the Applicant names.
- **10.3.3** Once an Applicant's name is drawn, any further instances of that Applicant's name drawn are recorded but ignored in establishing the order of Applicants.
- **10.3.4** The results of the lottery shall be posted and certified by the resident drawing the names as soon as practically possible after the drawing.
- **10.3.5** The order in which Applicant names are drawn in the lottery shall determine the order in which Applicants are contacted to purchase the Housing Units offered in the lottery and for which they qualify (except for handicapped-accessible units as noted in Section 10.3.3.7).
- **10.3.6** These procedures will also be followed to establish the order of the unqualified Applicants. Unqualified Applicants will not be offered a Unit until all Qualified Applicants have been offered a Unit to purchase based on their preference, AMI designation and availability of Units. In addition, prior to being offered a Unit, the unqualified Applicant must have been provided an Exception per Section 11.1. These Applicants shall be placed in an "unqualified pool" for the Second Round lottery and shall be selected following the Qualified Applicants according to Sections 10.3.1- 10.3.5, above.

- **10.3.7** First priority for ADA handicapped accessible units shall be given to Mobility Disabled Households that submit a lottery application based on the lottery order of all Mobility Disabled Households. If there are no Mobility Disabled Households that submit a lottery application for an available handicapped accessible Unit, the Unit will be available for purchase based on the lottery order by all lottery Applicants who are Qualified Households.
- **10.3.8** Any material misstatement of fact or deliberate fraud by the Household in connection with any information supplied by the Household to the HA shall be cause for disqualification from lottery, fined pursuant to the Schedule of Violations and Fines and the Household will be prohibited from reapplying for any future ownership lottery for one year.

#### 11. EXCEPTIONS, APPEALS AND GRIEVANCES.

All applications for Exceptions and Appeals and all Grievances shall be reviewed on a case-by-case basis as provided for as follows.

#### 11.1. Request for Exception.

- **11.1.1** Request must be presented in writing to HA on forms available from HA, and must include a fully completed Request for Exception Form, including:
  - 11.1.1.1 The particular ground(s) upon which the Exception is based; and
  - 11.1.1.2 The action or remedy requested; and
  - 11.1.1.3 The name, mailing and electronic addresses and telephone number of the exception Applicant and similar information of exception Applicant's representative, if any; and
  - 11.1.1.4 Proof of notification of the Exception request to the Housing Unit's homeowner's association, if applicable; and,
  - 11.1.1.5 Exception fee (see Appendix E).
- **11.1.2 Process.** All requests for Exceptions will be reviewed by HA for completeness and handled administratively ("Administrative Exceptions") or forwarded to the HA Board for consideration at a public hearing.
  - 11.1.2.1 Prior to consideration, HA shall prepare a written report analyzing the impact of the Exception on the Housing Program. HA shall distribute a copy of the report to the Applicant requesting the Exception and shall make the report available to the public.

- **11.1.3** <u>Standards for Review of Exception Applications</u>. Exception Applicants desiring an Exception must demonstrate, and the HA must find:
  - 11.1.3.1 That the Exception meets the general RH policy goals; and
  - 11.1.3.2 That the Exception meets one or more of the following review standards:
    - 11.1.3.2.a Promotes greater affordability through decreasing the long-term operating and maintenance costs of the Housing Unit in question; enabling the Exception Applicant to take advantage of a financing opportunity that would not be available without the Exception; and/or, protecting the long-term affordability of the Housing Unit through a price control or other similar means.
    - 11.1.3.2.b Promotes or recognizes the long-term commitment of the Exception Applicant to residency, employment, and community involvement within the County in which the Housing Unit is located or provides housing for a critical community need.
    - 11.1.3.2.c Provides increased livability or durability in materials, finishes, fixtures or appliances or useful increased square footage (which shall not include "luxuries").
    - 11.1.3.2.d Creates living space for an additional member of the Household while maintaining the Income Tier for the Housing Unit
    - 11.1.3.2.e Enables a Household to own and occupy a Housing Unit more suitable to the Household's needs; or
    - 11.1.3.2.f. Enables the Household to respond to life circumstances that arise beyond the reasonable control of the Household (such as need to care for an Elderly or Household member who is Individual with a Disability).

#### 11.1.4 Exceptions shall not be granted:

- 11.1.4.1 To Applicants who have been issued a Notice of Violation and who remain in violation of provisions of applicable Deed Restriction or of the Guidelines.
- 11.1.4.2 To an Unqualified Household to purchase a Housing Unit if there is a Qualified Household that can purchase the same Housing Unit. However, if the Owner has shown a bona fide advertisement effort which shall be no less than forty-five (45) days in duration and no Qualified Household presents itself, an Exception may be considered for the Unqualified Household.

- 11.1.4.3 To increase the total debt against the Housing Unit in excess of the OPP.
- 11.1.4.4 To Households whose Net Assets exceed three times the Maximum Sales Price of the Housing Unit.
- 11.1.4.5 To Households whose income is in excess of 120% AMI.

#### 11.2. Appeal Procedure.

**11.2.1** <u>Appeal Form & Process</u>: Any Appeal must be presented in writing to HA on forms available from HA and within twenty-one (21) days of the decision or determination being appealed.

#### 11.2.2 Appeals must include:

- 11.2.2.1 Verification that appellant has fully completed the application process; and
- 11.2.2.2 The particular ground(s) upon which the Appeal is based; and
- 11.2.2.3 The action or remedy requested; and
- 11.2.2.4 The name, address, telephone number of the appellant and similar information of appellant's representative, if any; and
- 11.2.2.5 Proof of notification of the Appeal request to the Housing Unit's homeowner's association, if applicable; and
- 11.2.2.6 Appeal fee (see Appendix E).

#### 11.2.3 **Process**.

11.2.3.1 <u>Time Deadlines</u>: All Appeals will be reviewed by HA for completeness and forwarded to the HA Board within twenty-one (21) days from receipt of complete Appeal packet. The HA Board shall address the Appeal at the next scheduled board meeting.

#### 11.2.3.2 <u>Rights of Parties</u>.

- 11.2.3.2.a The appellant shall be afforded a fair hearing before the HA, providing the basic safeguards of due process, including notice and an opportunity to be heard in a timely, reasonable manner.
- 11.2.3.2.b The HA Board may continue the hearing to a future date.

- 11.2.3.2.c The appellant and HA shall have the opportunity to examine all documents, records and regulations of HA that are relevant to the hearing.
- 11.2.3.2.d Appellant shall be responsible for all photocopying expenses.
- 11.2.3.2.e Any document not made available after written request may not be relied upon at the hearing. Appellant has the right to be represented by counsel.
- 11.2.3.2.f If the appellant fails to appear at the hearing, the HA Board may make a determination to postpone the hearing or make a determination based upon the evidence submitted.

#### 11.2.2.3 Hearing Process.

- 11.2.2.3.a The hearing shall be conducted by a designated member of the HA Board, the "Hearing Officer".
- 11.2.2.3.b The hearing shall be recorded.
- 11.2.2.3.c Oral or documentary evidence may be received without strict compliance with the Colorado Rules of Evidence.
- 11.2.2.3.d The right to cross-examine shall be at the discretion of the Hearing Officer and may be regulated by the Hearing Officer as it deems necessary for a fair hearing.
- 11.2.2.3.e Based on the hearing, the HA will provide a written decision with findings for a final determination.
- 11.2.2.4 <u>Binding Determination</u>. The final determination of the HA Board shall be binding, and HA shall take all actions necessary to carry out the decision.

#### 11.3 Grievance Procedure.

#### 11.3.1 Any grievance must be presented in writing to HA and include:

- 11.3.1.1 The particular ground(s) upon which the grievance is based;
- 11.3.1.2 The action or remedy requested;
- 11.3.1.3 The name, address, telephone number of the complainant and similar information of complainant's representative, if any; and
- 11.3.1.4 Grievance fee (see Appendix E).

#### 11.3.2 **Process.**

- 11.3.2.1 The HA Board shall address the grievance at the next scheduled board meeting.
- 11.3.2.2 The complainant shall be afforded a fair hearing providing the basic safeguards of due process, including notice and an opportunity to be heard in a timely, reasonable manner.
- 11.3.2.3 HA Board may continue the hearing to a future date.
- 11.3.2.4 The complainant and HA shall have the opportunity to examine all documents, records and regulations of HA that are relevant to the hearing.
- 11.3.2.5 Complainant shall be responsible for all photocopying expenses.
- 11.3.2.6 Any document not made available after written request may not be relied upon at the hearing.
- 11.3.2.7 Complainant has the right to be represented by counsel.
- 11.3.2.8 If the complainant fails to appear at the hearing, the HA Board may make a determination to postpone the hearing or make a determination based upon the evidence submitted.

#### 11.3.3 **Hearing**.

- 11.3.3.1 The hearing shall be conducted by a designated member of the HA Board, the "Hearing Officer".
- 11.3.3.2 The hearing shall be recorded. Oral or documentary evidence may be received without strict compliance with the Colorado Rules of Evidence.
- 11.3.3.3 The right to cross-examine shall be at the discretion of the Hearing Officer and may be regulated by the Hearing Officer as it deems necessary for a fair hearing.
- 11.3.3.4 Based on the records of the hearing, the HA Board will provide a written decision with findings to support the final determination.
- **11.3.4** <u>Binding Determination</u>. The final determination of the HA Board shall be binding, and HA shall take all actions necessary to carry out the decision.

#### 12. ADMINISTRATIVE PROCEDURES

**12.1.** <u>Confidentiality</u>. All personal and financial information provided to HA will be kept strictly confidential, except as follows:

- **12.1.1** Signed contracts between the Applicant or Household and HA or RH, including but not limited to Contracts to Purchase a Housing Unit, Deed Restrictions, any document to be recorded with the sale of the Housing Unit along with the Deed Restriction, and any document that would customarily be a matter of public record in the property records of the applicable jurisdiction;
- **12.1.2** The names and lottery positions of all persons who have participated in any ownership lottery held per Section 10;
- **12.1.3** Any other information that a court of competent jurisdiction orders must be released under the Freedom of Information Act or the Colorado Open Records Act;
- **12.1.4** Personal and private information necessary for an independent audit of HA records, provided such person or entity provides authorization;
- **12.1.5** Personal and private information to the extent HA determines the information is necessary for its deliberation of a request for an Exception or for consideration during a violation hearing;
- **12.1.6** HA may require third-party verification for all self-employed Applicants at initial qualification and during compliance checks; and
- **12.1.7** HA may employ outside accounting expertise to evaluate the reasonability of an Applicant's or Household's representations of Income and Assets. The expense for outside services shall be borne by the Applicant or Household.
- **Fair Housing Standards**. HA shall administer this policy in compliance with all applicable fair housing standards, including but not limited to the Fair Housing Act. These standards prohibit discrimination in housing on the basis of age, race, color, religion, sex, or sexual identity, familial status, national origin, and handicapped or disabled status. In addition to any remedies available in the applicable law, any dispute between an Applicant and HA regarding these standards may be filed as a Grievance (see Section 11.3).
- **12.3** Reasonable Accommodation. HA shall administer this policy in compliance with all reasonable accommodation standards, including but not limited to the Americans with Disabilities Act. Persons requiring reasonable accommodation for their disability shall give HA at least 48-hours' notice of such need so that appropriate arrangements can be made (for example: providing sign language services for a hearing-impaired person).
- **12.4** Assignment of Administrative Responsibilities. HA shall have the right to contract with any qualified person or entity for the purpose of administering these Guidelines. The contract for administration shall provide for oversight by the HA, including access to applicable records and the ability to conduct an independent audit of administrative procedures.

#### 12.5 Administrative Exceptions.

**12.5.1** HA may grant Administrative Exceptions subject to the following conditions:

- 12.5.1.1 All Administrative Exception approvals shall be noticed on the Consent Calendar at the next HA regular meeting immediately following approval; and
- 12.5.1.2 Administrative Exceptions shall be granted in a fair and consistent manner at the discretion of the HA.
- **12.5.2** Administrative Exceptions are limited to the following requests:
  - 12.5.2.1 Extension of time to meet compliance for a Household that has a medical event impacting their ability to work.
  - 12.5.2.2 Extension of time to meet compliance for a Household that has a family emergency impacting their ability fulfill the qualification requirements.
  - 12.5.2.3 Use of a co-borrower or Co-signor for unconventional lending after legal review of documents to be recorded.
  - 12.5.2.4 Permission to own other Improved Residential Property, within a 150-mile radius, when the other property consists of a cabin-like structure outside of a town or municipal boundary, with limited seasonal access and limited amenities, also referred to as a "cow camp" or "hunter's camp".

**DISCLAIMER**: Beneficiaries expressly disclaim any and all warranties, express or implied, including without limitation fitness for a particular purpose with respect to the provision of Housing Units. Beneficiaries do not represent, warrant, or promise to construct, finance, or otherwise produce, in whole or in part, any Housing Units pursuant to these guidelines or under any other programs. No Applicant may rely upon any promise implied or expressed that Housing Units shall be constructed, financed, or otherwise produced, in whole or in part, by the Beneficiaries. In no event shall the Beneficiaries be liable to any Applicant for any direct, indirect, incidental, punitive, or consequential damage of any kind whatsoever, including without limitation lost profits, lost sales, lost business, lost opportunity, lost information, lost or wasted time. None of the information contained in these Guidelines constitutes an offer to sell or the solicitation of an offer to buy a Housing Unit.

#### Appendix A: Income Eligibility Tiers & Area Median Income and Income Limits

Area Median Income is currently determined by using the figures published by US Department of Housing and Urban Development ("HUD") for each county in Colorado and adopted by Colorado Housing and Finance Authority ("CHFA"). They are published at:

www.chfainfo.com/arh/asset/rent-income-limits

HA shall update the schedule below after CHFA adopts the most recent HUD figures.

Based on this procedure, the Area Median Incomes for County as of 2022 are: Table 1. County Area Median Income (AMI\*) Eligibility

	Household	Household Size								
	1 person	2 persons	3 persons	4 persons	5 persons	6 persons				
100% Area Median Income	\$62,100	\$70,900	\$79,800	\$88,600	\$95,700	\$102,800				

<sup>\*</sup>This is the AMI calculation pursuant to the Housing Guidelines.

Qualification is based on Household size, NOT unit size. The following table provides a guide for determining Household Income Eligibility. See Section 3.2.2 for Minimum Household Size requirements.

Household Size	1 Person	2 Persons	3 Persons	4 Persons
60% AMI	\$37,260	\$42,540	\$47,880	\$53,160
80% AMI	\$49,680	\$56,720	\$63,840	\$70,880
100% AMI	\$62,100	\$70,900	\$79,800	\$88,600
120% AMI	\$74,520	\$85,080	\$95,760	\$106,320

#### **Income Eligibility Tiers**

- Tier 1 Income Household Income shall not exceed sixty percent (60%) of AMI for County.
- Tier 2 Income Household Income shall not exceed eighty percent (80%) of AMI for County.
- Tier 3 Income Household income shall not exceed one hundred percent (100%) of AMI for County.
- Tier 4 Income- Household income shall not exceed one hundred and twenty percent (120%) of AMI for County.
- Sale prices for units are based on Tier affordability targets for County, as adjusted for the number of bedrooms per unit, and can be found in Appendix B.

#### **Appendix B: Initial Sale Prices and Maximum Rental Prices**

[Ridgway Wetterhorn Homes should have a chart] [see Town of Telluride TAHG appendices for example]

[once the RWH Project housing details are finalized, we can populate a chart. We need to determine unit size by bedroom, unit tier designation and sales price.]

**Initial Sale Price Standards** 

Initial Sale Prices shall be calculated by Beneficiaries to ensure affordability by the target Tier group both now and in the future.

**Rental Prices** 

#### **Appendix C: Lottery Point System Criteria**

#### 1. INITIAL LOTTERY ENTRY:

Completed lottery applications shall be processed for qualification of a Household. All lottery Applicants certified as Qualified Households shall be eligible for one (1) entry into the lottery.

#### 2. ADDITIONAL LOTTERY ENTRIES:

In an effort to weight Applicants based on criteria deemed to further the intent of RH, points toward additional lottery entries are given to Households meeting the criteria outlined below.

- **2.1** One (1) additional entry is awarded to Households that have a member who is employed as one or more of the following types of employment, as further defined herein:
  - 2.1.1 School District Personnel:
  - 2.1.2 Health Care Personnel;
  - 2.1.3 Government Personnel: and/or
  - 2.1.4 Essential Response Personnel.
- 2.2 The maximum number of entries allowed is two (2).
- **2.3** Individual Household members may have different point rankings. The Household shall be evaluated for eligibility for this additional entry in the lottery based on the individual with the greatest number of points.

#### 3. UNQUALIFIED APPLICANTS:

- 3.1 All lottery Applicants who did not qualify but have been provided an Exception per Section 11.1. or given a standard exception by the Lottery Administrator shall be eligible for one (1) entry in the Second Round lottery.
- 3.2 All lottery Applicants who did not qualify but have been provided an Exception per Section 11.1. and currently live in the Ridgway School District R-2 shall be eligible for three (3) entries in the Second Round lottery.
- 3.3 All lottery Applicants who did not qualify but have been provided an Exception per Section 11.1. and currently work a minimum of twenty (20) hours per week physically in the Ridgway School District R-2 boundaries shall be eligible for three (3) entries in the Second Round lottery.
- 3.4 All lottery Applicants who did not qualify but have been provided an Exception per Section 11.1. and currently live in the Ridgway School District R-2 boundaries and work a minimum of twenty (20) hours per week physically in the Ridgway School District R-2 boundaries shall be eligible for five (5) entries in the Second Round lottery.
- **3.5** Certified Entity Owner Applicants shall be eligible for three (3) entries in the lottery, except that all Entity Owner Applicants who did not qualify with a Local Work Force but have been provided and Exception per Section 11.1 shall be eligible for one (1) entry in the Second Round lottery.
- 3.6 The maximum number of entries allowed in the Second Round lottery is five (5).

### **Appendix D: Fee Schedule**

#### Fees:

Application Fee	\$25.00
Appeal Fee	\$25.00
Exception Fee	\$25.00
Grievance Fee	\$50.00
Inspection Fee	\$100.00

Sales Fee Buyer will pay HA a fee equal to 1% of the sales price. HA may instruct

the title company to pay such fees out of the funds held in escrow at

closing.

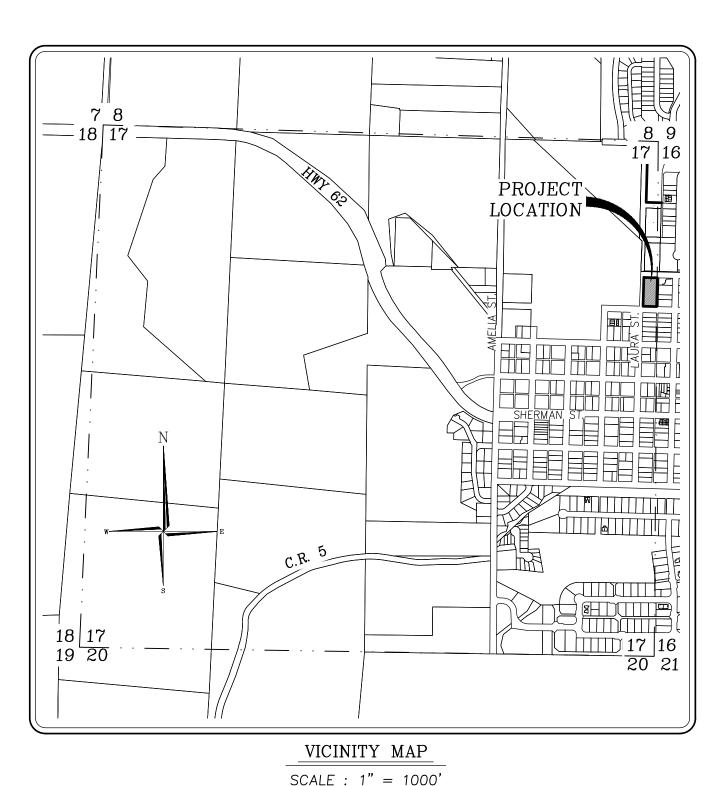
**Appendix E: Schedule of Violations and Fines** 

	Violation	Fine per day	Maximum Fine
1	Failure to submit accurate and all documentation required to establish continued compliance by original deadline set by HA.	\$20.00	\$140.00
2	Failure to submit accurate and all documentation required to establish continued compliance by second deadline set by HA.	\$25.00	\$350.00
3	Failure to submit accurate and all documentation required to establish continued compliance by third deadline set by HA.	\$30.00	\$1,000.00
4	Failure to maintain eligibility (generally).	\$20.00	\$5,000.00
5	Failure to occupy unit as sole and exclusive place of residence.	\$20.00	\$5,000.00
6	Failure to work full-time as required by Deed Restriction and/or Guidelines.	\$20.00	\$2,000.00
7	Purchasing and/or owning other Improved Residential Property within a 150-mile radius and without an exception while owning a RH Housing Unit.	\$20.00	\$2,000.00
8	Rental of all or part of a unit in violation of the Deed Restriction, Guidelines, and/or the County LUC.	\$25.00	\$5,000.00
9	Non-approved use of Unit for other than residential purposes.	\$100.00	\$5,000.00
10	Non-approved use of Unit as income-producing property.	\$100.00	\$5,000.00
11	Creating an additional dwelling unit as defined in the County LUC without HA permission.	\$100.00	\$5,000.00
12	Failure to obtain approved Leave of Absence (LOA).	\$20.00	\$2,000.00
13	Submitting false/inaccurate information (per offense).	-	\$750.00
14	All other violations not specifically named.	\$20.00	\$2,000.00
	*Owner shall be given 14 days from Notice of Violation by HA		

\*Owner shall be given 14 days from Notice of Violation by HA to cure all violations prior to the assessment of fines.

\*Violation and Fine Schedule will be reviewed and updated

<sup>\*</sup>Violation and Fine Schedule will be reviewed and updated every five years or sooner as determined by HA



### GENERAL DEDICATIONS:

The five (5) and ten (10) foot wide access, maintenance, drainage & Utility easements, as shown hereon, are hereby dedicated to the Town of Ridgway for the purpose of ingress and egress, installation, operation, maintenance, reconstruction, improvement, replacement and removal of underground utilities and drainage facilities, together with their related equipment, as defined in the Declaration of Covenants, Conditions, and Restrictions for Wetterhorn Homes Subdivision.

SECTION 17, T 45 N, R 8 W, N.M.P.M.

- ② Tract A, as shown hereon, is hereby dedicated to Ridgway Homes LLC for the purpose of stormwater management. Tract A is also dedicated as an access & utility easement. No habitable structures shall be allowed on this tract.
- The ten (10) foot wide access & maintenance easement, as shown hereon, is hereby dedicated to the Town of Ridgway for the purpose of ingress and egress, installation, operation, maintenance, reconstruction, improvement, replacement or removal of related equipment as defined in the Declaration of Covenants, Conditions, and Restrictions for Wetterhorn Homes Subdivision.

### PLAT NOTES:

- 1. Research for recorded easements and rights of way was conducted by Land Title Guarantee Company and this property may be subject to the easements, rights and restrictions as listed in their Title Policy Order No. 0U85007294.
- 2. Unit owners in Wetterhorn Homes will qualify for the Wetterhorn Homes Deed Restriction and Wetterhorn Party Wall Agreements and are subject to the Declaration of Covenants, Conditions and Restrictions of the Wetterhorn Homes as recorded in the Office of the Ouray County Clerk and Recorder at Reception Number \_\_\_\_\_\_\_\_.
- 3. Tract A will be reserved for stormwater management and no habitable structures are allowed on the tract. Stormwater detention facilities located on
- Tract A will be maintained by Ridgway Homes LLC.
  4. All construction will conform with Ridgway Municipal code, the Development
- Agreement, construction standards, and the Yellow Brick Lane PUD.

  5. All outdoor lighting shall conform to Ridgway Municipal Code Section 6—5
- "Outdoor Lighting Regulations" including dark sky requirements.
- No new streets or alleys are proposed as part of this project.
   According to FEMA Flood Insurance Rate Map 0801380001D Community Panel Number 080138 0001 D dated September 27, 1985 this parcel is within Zone
- C; Areas determined to be outside 500 year floodplain.

  9. A geotechnical study has been provided: Project No. 21.6189 dated January 17, 2022 by Cesare, INC. Geotechnical Engineers & Construction Materials Consultants Project No. 21.6189 dated January 17th, 2022. High plasticity soils were found on site.
- 10. The U.S. Environmental Protection Agency map of radon zones indicates that Ouray County, Colorado is in Zone 1 (highest risk for exposure to radon gas).

# WETTERHORN HOMES SUBDIVISION A PLANNED UNIT DEVELOPMENT

Replat of Lots 1-12, Block 30, Town of Ridgway

LOCATED IN THE NE1/4 OF SECTION 17, T 45 N, R 8 W, N.M.P.M.
OURAY COUNTY, COLORADO

### ATTORNEYS CERTIFICATE:

I,an attorney at law duly licensed	
to practice before the courts of record of Colorado, do hereby certify	
that I have examined the title to all land herein platted and that title to	)
such lands in the dedicators and owners, and that the property dedicated	b
hereon has been dedicated free and clear of all liens and encumbrances,	
except as follows:	

Dated this _	 day of		, 2023
D			
Ву:			

### APPROVAL OF TOWN ATTORNEY:

Approved for recording with the Town of Ridgway Town Clerk this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2023

By:								
B	0	Nerlin,	Town	of	Ridgway	Town	Attorney	

### PLANNING COMMISSION:

Attorney at Law

Red	commend	led for ap	proval	bу	the Plan	ning Com	mission	
this	S		day of	·			, 2023	
Ву:								
-	Michelle	Montague	, Town	of	Ridgway	Planning	Commission	Chairperson

### TOWN COUNCIL:

Tract A

RECORDER'S CERTIFICATION:

Reception No.\_\_\_\_\_\_

Approved by the Town Co		_day
By:	wn of Ridgway Mayor	

-		
LAND USE	E T.	ABLE
Total no. of Lots	=	14
Average lot size	=	0.065 Acres (2,831.412 Sq.Ft)
Total acreage	=	0.977 Acres (42,558.294 Sq.Ft)
Residential density	=	14.3 Units/acre
Lots 1 - 14	=	Residential

= Storm Water

Management

## CERTIFICATE OF OWNERS KNOW ALL MEN BY THESE PRESENTS:

That RIDGWAY HOMES, LLC., whose address is P.O. Box 4222 Telluride, Colorado 81435, being the legal and record owner of Lots 1—12 of Block 30, Town of Ridgway, Colorado;

Has caused the same to be adjusted and resubdivided under the name and style of the WETTERHORN HOMES SUBDIVISION and further consists of:

LOTS 1—14 and Tract A

## THIS PLAT IS HEREBY EXECUTED BY THE FOLLOWING PARTIES: RIDGWAY HOMES, LLC

ByPAUL MAJOR — MANAGER	
STATE OF	: SS:
COUNTY OF	. ;

The foregoing instrument was acknowledged before me by Paul Major, Manager Ridgway Homes, LLC on this \_\_\_\_\_ day of \_\_\_\_\_\_ 2023, for the aforementioned purposes.

My Commission Expires	Notary Public

### ENGINEER'S CERTIFICATE:

Robert S. Harries, P.E.	Date	
Colorado Registration No. 35876		

### CERTIFICATE OF SURVEYOR:

I hereby state that this survey and plat were prepared from field notes of an actual survey performed by me or under my direct responsibility, supervision and checking, and from documents recorded in the Office of the San Miguel County, Colorado, Clerk and Recorder, and that, in my professional opinion, they are true and correct to the best of my knowledge, belief and information based on the standards of care of Professional Land Surveyors practicing in the State of Colorado. This survey is not a guaranty or warranty, either expressed or implied.

Robert L. Trudeaux, P.L.S.	 Date	
Colorado Registration No. 38007	Date	

### NOTICE

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



gineering & Surveying, Inc. 🍙

WETTERHORN HOMES SUBDIVISION
A PLANNED UNIT DEVELOPMENT
Replat of Lots 1–12, Block 30,
Town of Ridgway

 LOCATED IN THE NE1/4 OF SECTION 17, T 45 N, R 8 W, N.M.P.M.
 OURAY COUNTY, COLORADO

 PREPARED BY:
 KN
 CHECKED BY:
 RT

 PROJECT NO.
 21-160
 DATE:
 07/20/2023

Goff Engineering & Surveying, Inc. expressly reserves the common law copyright and other property rights in these plans. These plans are not to be changed or copied in any form or manner whatsoever nor are they to be assigned to any third party without first obtaining written permission and consent of Goff

County at \_\_\_\_\_\_, \_\_\_m. on the \_\_\_\_day of \_\_\_\_\_\_\_\_, 2023,

This plat was filed for record in the Office of the Clerk and Recorder of Ouray

# WETTERHORN HOMES SUBDIVISION A PLANNED UNIT DEVELOPMENT

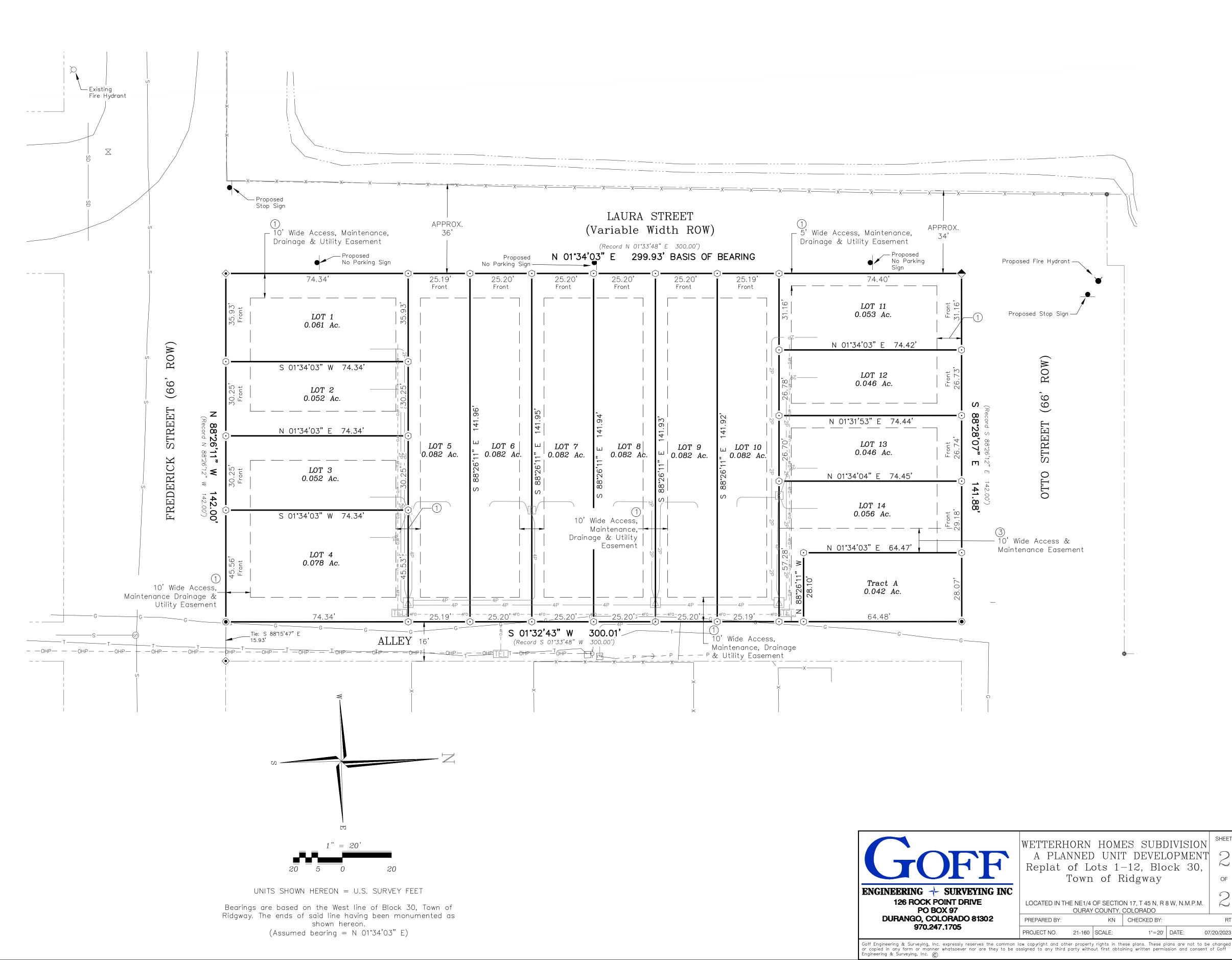
Replat of Lots 1-12, Block 30, Town of Ridgway

LOCATED IN THE NE1/4 OF SECTION 17, T 45 N, R 8 W, N.M.P.M.
OURAY COUNTY, COLORADO

### DESCRIPTION OF MONUMENTS

- $\odot$  SET 5/8" X 24" REBAR WITH A 1-1/2" ALUMINUM CAP STAMPED PLS 38007
- FOUND 2" ALUMINUM CAP STAMPED MONADNOCK PLS 31160
- FOUND 5/8" REBAR WITH A 1−1/2" ALUMINUM CAP STAMPED PLS 24954
- FOUND 5/8" REBAR WITH A 2" ALUMINUM CAP STAMPED FOLEY PLS 24954

	LEGEND
	SUBJECT PARCEL BOUNDARY
	ADJACENT PARCEL BOUNDARY
	PROPOSED EASEMENT
	EDGE OF GRAVEL ROADWAY
xx	EXISTING FENCE
—— — OHP— ——	EXISTING OVERHEAD ELECTRIC
P	EXISTING UNDERGROUND ELECTRIC
S	EXISTING SEWER LINE
т	EXISTING TELECOM LINE
G	EXISTING GAS LINE
SD	EXISTING STORM DRAIN
	EXISTING DITCH
Q	EXISTING FIRE HYDRANT
-0-	EXISTING UTILITY POLE
E	EXISTING ELECTRIC PEDESTAL
<del></del>	EXISTING GUY ANCHOR
$\bowtie$	EXISTING WATER VALVE
	EXISTING TELEPHONE PEDESTAL
S	EXISTING SEWER MANHOLE
	PROPOSED FIRE HYDRANT
•	PROPOSED STREET SIGN



## Planned Unit Development Guide

For

## Wetterhorn Homes Subdivision

(formerly known as Yellow Brick Lane Subdivision)

Lots 1-14 and Tract A

Recommended f	or approval b	by the Town of Ridgway Planning Commission day of, 2023	
	on the	_day of	_, 2023
Арр	proved by the	e Town of Ridgway To	own Council
	on the	_ day of	_, 2023
Recorded with the Oura	y County Clei	rk and Recorder at Re	eception Number
	on the	day of	, 2023

Relationship with Ridgway Municipal Code ("RMC"):

- a. The standards and provisions set forth in the Yellow Brick Lane Subdivision Planned Unit Development Guide ("PUD Guide") provide development standards, permitted uses, and general administration provisions applicable to Lots 1-14 and Tract A of the Yellow Brick Lane Subdivision ("Property").
- b. When there is a conflict between the provisions of this PUD Guide and the RMC, the PUD Guide shall apply.
- c. All standards, guidelines, procedures, and other provisions of the RMC, which are not explicitly identified or addressed in this PUD Guide, and as may be amended from time to time, shall apply to the Yellow Brick Lane Subdivision.
  - For the purposes of applying RMC provisions, the underlying zoning district, HR
    Historic Residential, shall be assigned to Lots 1-14 and Tract A of Yellow Brick
    Lane Subdivision.
- d. All enforceability and administrative provisions of the RMC shall be applicable and enforceable in this PUD Guide.

#### 2. Intent:

- a. Yellow Brick Lane Townhomes consists of 14 townhome units that will be permanently deed-restricted for the workforce. In order to reasonably maximize the use of this site for the purpose of affordable workforce housing and develop the site economically, in a manner that is conducive to selling units between 60-120% of Ouray County's Area Median Income, we are requesting that the Town consider variances to the proposed density, variances to the Town's dimensional requirements, and variances to required improvements and infrastructural standards.
- b. The Town will receive significant public benefit, through both the development of affordable housing and the construction of Town infrastructure in three currently undeveloped Right of Ways. Despite the Planned Unit Development request, the project has been designed in a manner that will provide general conformity with the Town's Master Plan. Secondly, all uses proposed as part of this development are classified as permitted uses within the Town's Historic Residential Zoning District.

#### 3. 3. Uses By Right:

- a. Dwelling, Townhouse
- b. Public Utility Service Facilities
  - i. Stormwater Detention Facilities
- c. Accessory Uses

#### 4. Use Covenant:

a. The use and occupancy of the Housing Units in the PUD are governed by the Rural Homes Deed Restriction Covenant for Yellow Brick Lane and the Rural Homes Deed Restriction Guidelines for Yellow Brick Lane and will apply to Lots 1-14, hereafter referred to as "DR."

#### 5. Prohibited Uses:

- a. Short Term Rental
- b. Home Occupation other than allowed uses, per DR §8.3

- c. Creation of Additional Unit, per DR §8. In no event shall declarant create an additional "Dwelling Unit" as defined in the RMC, in or as part of the Housing Unit unless authorized by the Housing Authority in writing and allowed by the zone district and subject to all local building and planning codes and permissions.
- d. Alternation of Housing Unit, per DR §9. The Housing Unit shall not be altered, demolished, partially demolished, released from these covenants, or relocated, unless and except in compliance with the Guidelines and the applicable Land Use Code provisions in effect at the time of the application for alteration, demolition, release, or relocation.

#### 6. Dimensional Standards

a. Please see table attached for the PUD dimensional standards

		Minimum I	Minimum Lot Max. Lot Coverage (%) Min. Setbacks (ft)				Structure Height		
Use		Width (ft)	Size (sf)		Front	Rear (1)	Side <sup>(1)</sup>	Max. Side on Corner Lot	
YBL PUD	Townhome	25	1900	60	10	8	3 <sup>(7,8)</sup>	5 <sup>(8)</sup>	27

Currently existing notes in RMC 7-3-15 - Dimensional and Off-Street Parking Requirements

b. Please see Exhibit 1 attached `YBL PUD Site Plan' that illustrates lot sizes, setback distances, and dimensional standards of the PUD

#### 7. Parking Standards

- a. All standards, guidelines, procedures, and other provisions of the RMC Section 7-3-15 -Dimensional and Off-Street Parking Requirements, which are not explicitly identified or addressed in this PUD Guide, and as may be amended from time to time, shall apply to the Property
- b. The requested waivers for the Yellow Brick Lane Subdivision include:
  - i. Lot 1 & Lot 11 are only required to have 1 space per dwelling unit
  - ii. Lots 1-3 and Lots 11-13 are not provided sufficient maneuvering area as described in RMC section 7-3-15(C-3). Homeowners and their guests of these lots will be permitted to back onto public streets

#### 8. Sign regulations

- a. All standards, guidelines, procedures, and other provisions of the RMC 7-3-17 Sign Regulations, as may be amended from time to time, shall apply to the Property
- b. "No Parking Anytime" signs shall be installed by the Owner along N. Laura Street, in compliance with Town Regulations

#### 9. Landscaping Regulations

- a. All standards, guidelines, procedures, and other provisions of the RMC 7-7- Landscape Regulations, as may be amended from time to time, shall apply to the Property
- Landscaping shall be installed and maintained in accordance with the approved Landscape Plan
- c. Allowed fencing will follow all standards, procedures, and other provisions of RMC 6-3-1
   Fence, Hedge and Wall Restrictions and will be constructed as depicted on the approved Landscape Plan Detail 1 on Sheet L1

#### 10. Residential Design Guidelines

<sup>(1)</sup> When the rear or side lot line abuts an alley, the setback shall be a minimum of two feet

<sup>(7)</sup> If a single-family or duplex dwelling is five feet or less from the side property line, a fire suppression system is required. Fire suppression systems are required in all other buildings per Notes specific to the Yellow Brick Lane Townhomes Planned Unit Development

<sup>(8)</sup> SMPA has allowed for a reduced easement from 10' to 5' on the west side of Lot 11, the covered porch structure can encroach up to, but not within 5 feet of the property line.

<sup>(8)</sup> If a single family townhome shared partition wall is set on a side yard property line, then the setback will be 0 feet

- a. All residential structures on the Property shall comply with the following sections of the RMC, as may be amended from time to time:
  - i. Section 6-4, Fence, Hedge and Wall Regulations
  - ii. H. Section 6-5, Outdoor Lighting Regulations
  - iii. Section 6-6, Residential Design Standards
  - iv. Chapter 14, Public Property
- b. The schematic plan sets include:
  - i. Ridgway\_Duplex\_Shantero-Side\_R20\_(22-22-07) attached as Exhibit 2
    - 1. Lots 1 & 2
    - 2. Lots 11 & 12 (mirror image)
  - ii. Ridgway\_Duplex\_Shantero-Front\_(22-22-07) attached as Exhibit 3
    - 1. Lots 3 & 4
    - 2. Lots 13 &14 (mirror image)
  - iii. Ridgway\_Duplex\_Shavano-Torreys\_R20\_(22-22-07) as Exhibit 4
    - 1. Lots 5 & 6 (mirror image)
    - 2. Lots 7 & 8 (mirror image)
    - 3. Lots 9 & 10 (mirror image)
- c. Proposed elevations & exterior siding color schemes have been included as Exhibit 5
  - i. Exterior siding color may be subject to change given supply chain constraints
  - ii. If determined that the project Townhomes do not comply with 6-6-5(4), "No two [structures] of substantially similar elevations shall be located adjacent to each other," we ask that the deviations from one or more of the requirements of Section 6-6 be considered upon the finding that 6-6-6(3), "The proposed structures support the expansion of workforce housing options within the town of Ridgway."

#### 11. Definitions

- a. Terms, phrases, and words used in the PUD Guide shall have the following meanings.
  - All terms, phrases, and words used in the PUD Guide shall have the same meaning as those used or defined in the RMC except for those defined in this Section 10.
    - Stormwater Detention Facility: a constructed depression in an urban landscape that receives and stores the storm water runoff from adjacent drainage areas.

# Planned Unit Development Guide

For

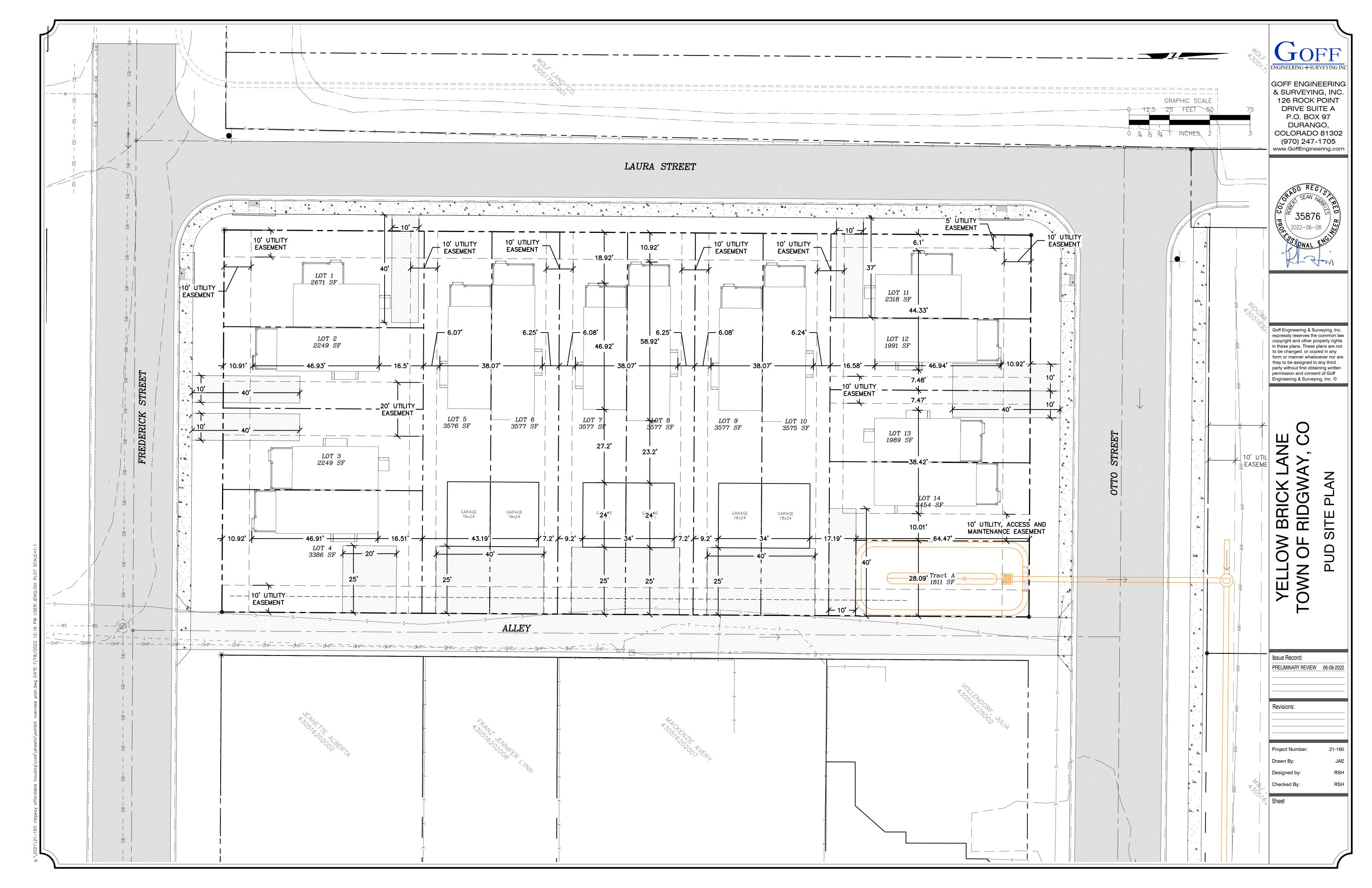
# Wetterhorn Homes Subdivision

(Formerly known as Yellow Brick Lane Subdivision)

Lots 1-14 and Tract A

Exhibit 1

Wetterhorn Homes Subdivision PUD Site Plan



# Planned Unit Development Guide

For

# Wetterhorn Homes Subdivision

(Formerly known as Yellow Brick Lane Subdivision)

Lots 1-14 and Tract A

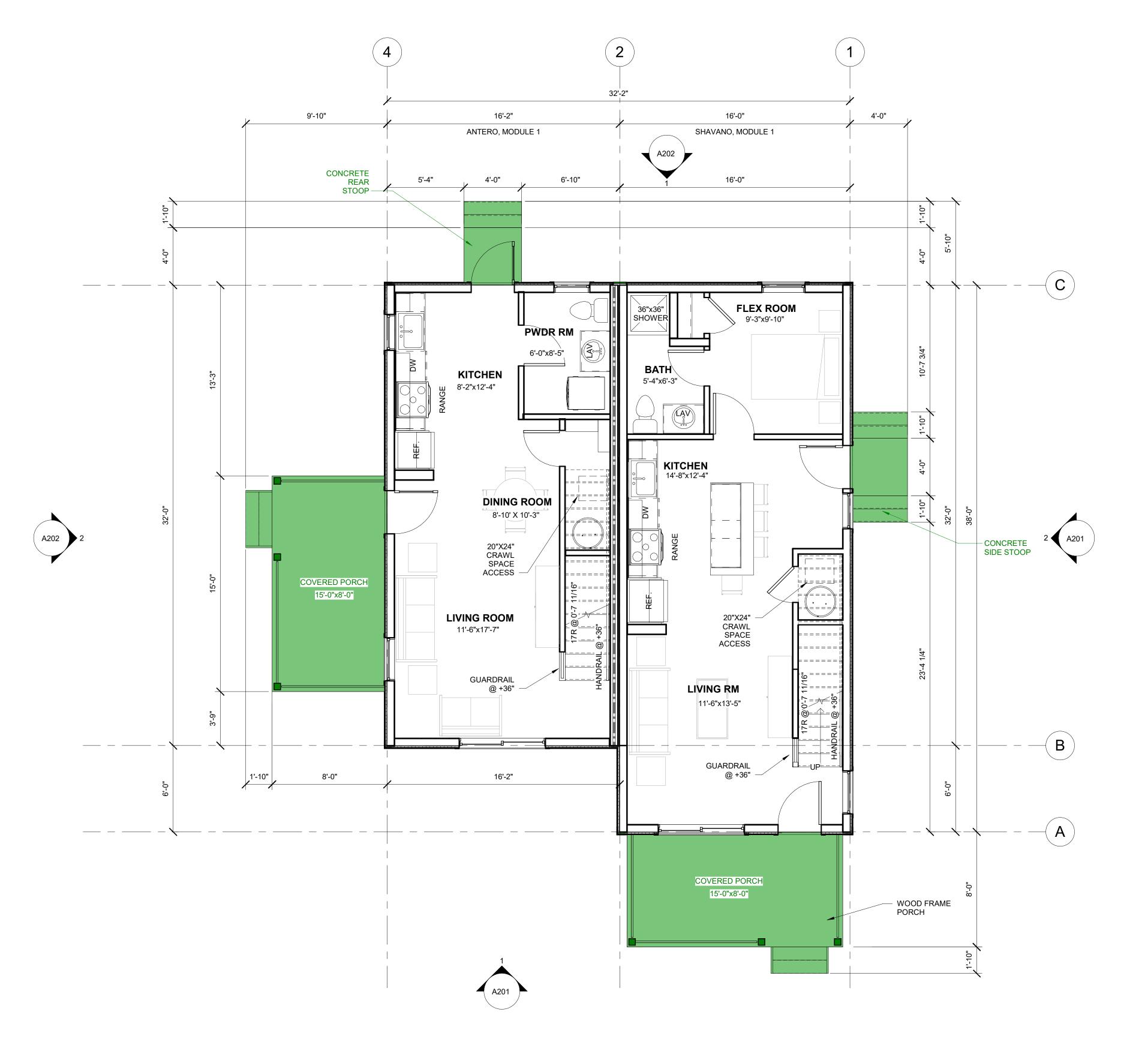
Exhibit 2

Ridgeway\_Duplex\_Shantero\_Side

Schematic Plan Set

Lot 1 & Lot 2

Lot 11 & Lot 12 (mirrored)



# FLOOR PLAN NOTES

1. ALL DIMENSIONS ARE TO FACE OF STUD U.N.O.

2. ALL STUDS TO BE 2X6 U.N.O.

3. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION REGARDING STUD TYPE, SIZE & SPACING AND SHEAR WALL LOCATIONS.

4. SEE BUILDING ELEVATIONS ON A20- SERIES SHEETS AND WALL SECTIONS ON A31- SERIES SHEETS FOR EXTERIOR WALL ASSEMBLY INFORMATION.

5. SEE WALL SECTIONS ON A31- SERIES SHEETS FOR HORIZONTAL ASSEMBLY INFORMATION.

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11. PROVIDE ATTIC VENTILATION PER SECTION R806.1, 2018 I.R.C.

# RATED WALL LEGEND

1-HOUR FIRE RESISTANCE RATING INDICATES ITEMS WHICH ARE TO BE FIELD INSTALLED

# **EV**studio

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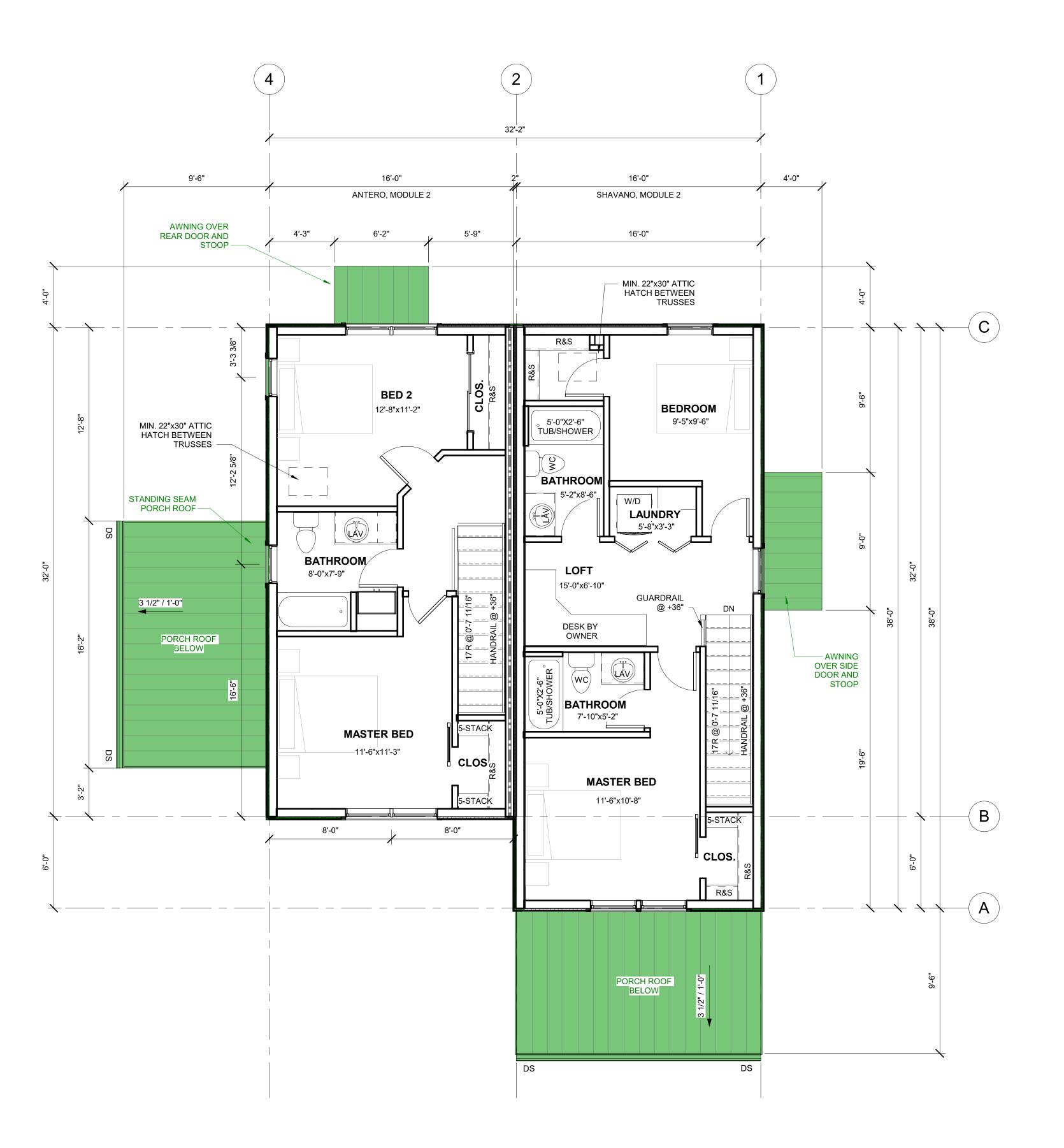


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SCHEMATIC DESIGN 07/21/2022 DRAWN BY: CHECKED BY:

LOWER FLOOR PLAN

SCALE: 1/4"=1'-0"



# FLOOR PLAN NOTES

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# RATED WALL LEGEND

INDICATES ITEMS WHICH

ARE TO BE FIELD INSTALLED

1-HOUR FIRE RESISTANCE RATING

RATING

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SHANTERO (MM)

MASTER SET

SAN MIGHEL COUNTY COLORADO

AOTEORORA PEGILATORAL'OR PERMITRUCTION PERMITRUCTION

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REVISION

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DRAWN BY: GN
CHECKED BY: DD

UPPER FLOOR PLAN

A 102

1 FLOOR PLAN - LEVEL 2 (SHANTERO)

1/4" = 1'-0"

1120 SQ FT

SHAVANO: 608 SF ANTERO: 512 SF

SCALE: 1/4"=1'-0"

5/4 X 12 BAND, TYP. -

LEVEL 1 100'-0"

1 FRONT ELEVATION
1/4" = 1'-0"

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# LOGVVAY DOMINALANTERO (MM) ASTER SET



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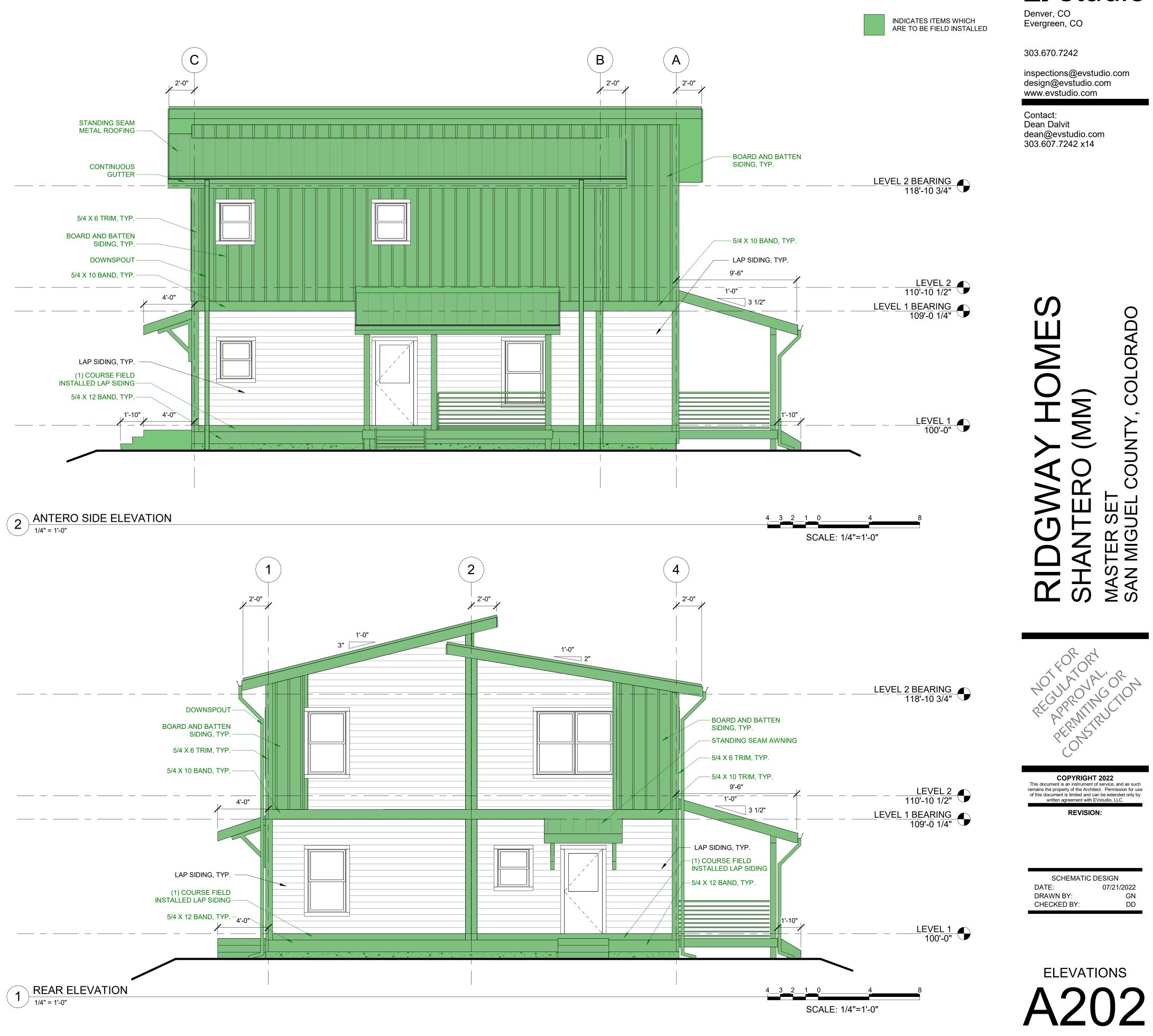
DRAWN BY: GN

CHECKED BY: DD

- LAP SIDING, TYP.

SCALE: 1/4"=1'-0"

A201



# **E**/studio

# Planned Unit Development Guide

For

# Wetterhorn Homes Subdivision

(Formerly known as Yellow Brick Lane Subdivision)

Lots 1-14 and Tract A

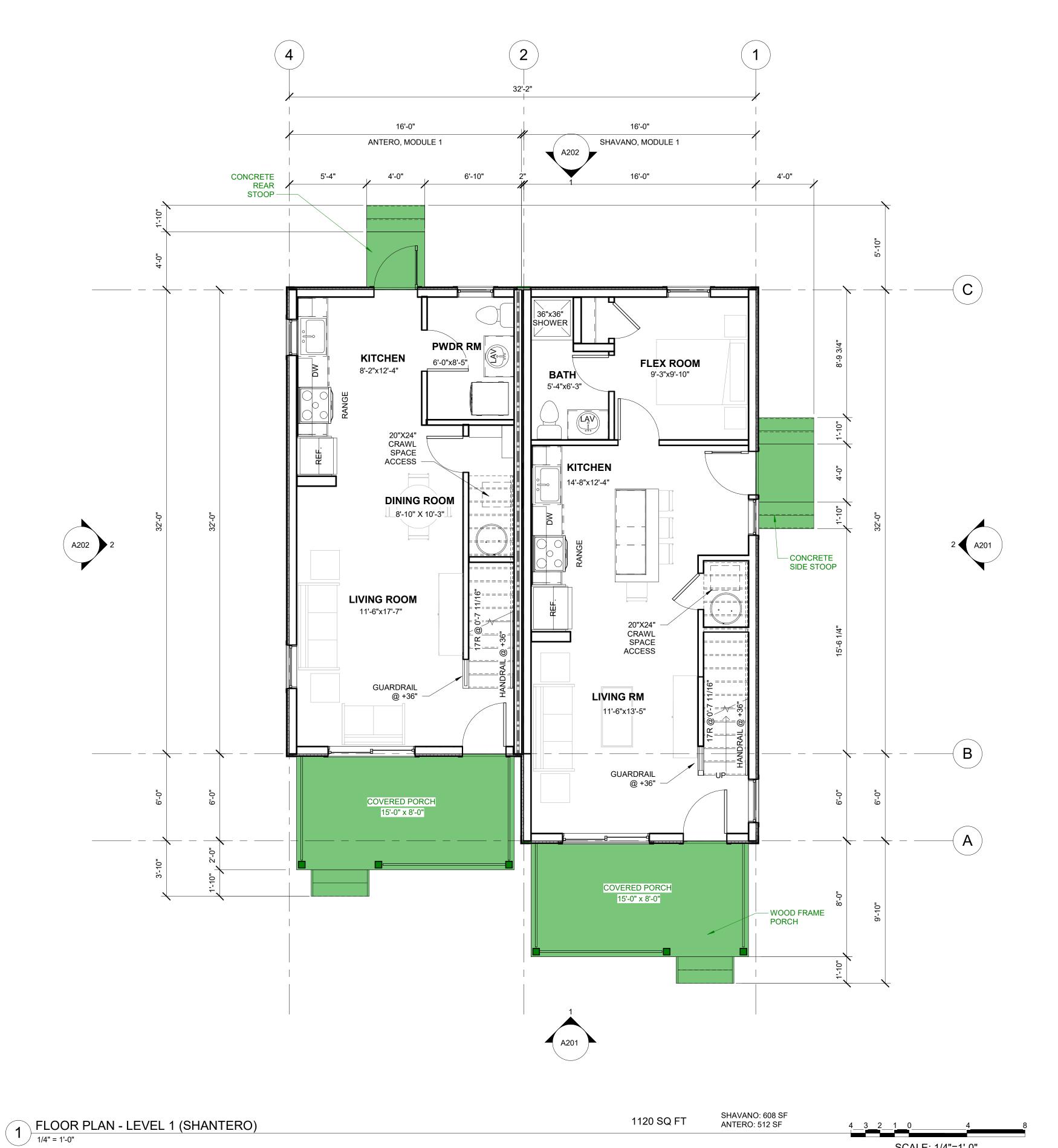
Exhibit 3

Ridgway\_Duplex\_Shantero-Front

Schematic Plan Set

Lot 3 & Lot 4

Lot 13 & Lot 14 (mirrored)



# FLOOR PLAN NOTES

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# RATED WALL LEGEND

1-HOUR FIRE RESISTANCE RATING

SCALE: 1/4"=1'-0"

INDICATES ITEMS WHICH ARE TO BE FIELD INSTALLED

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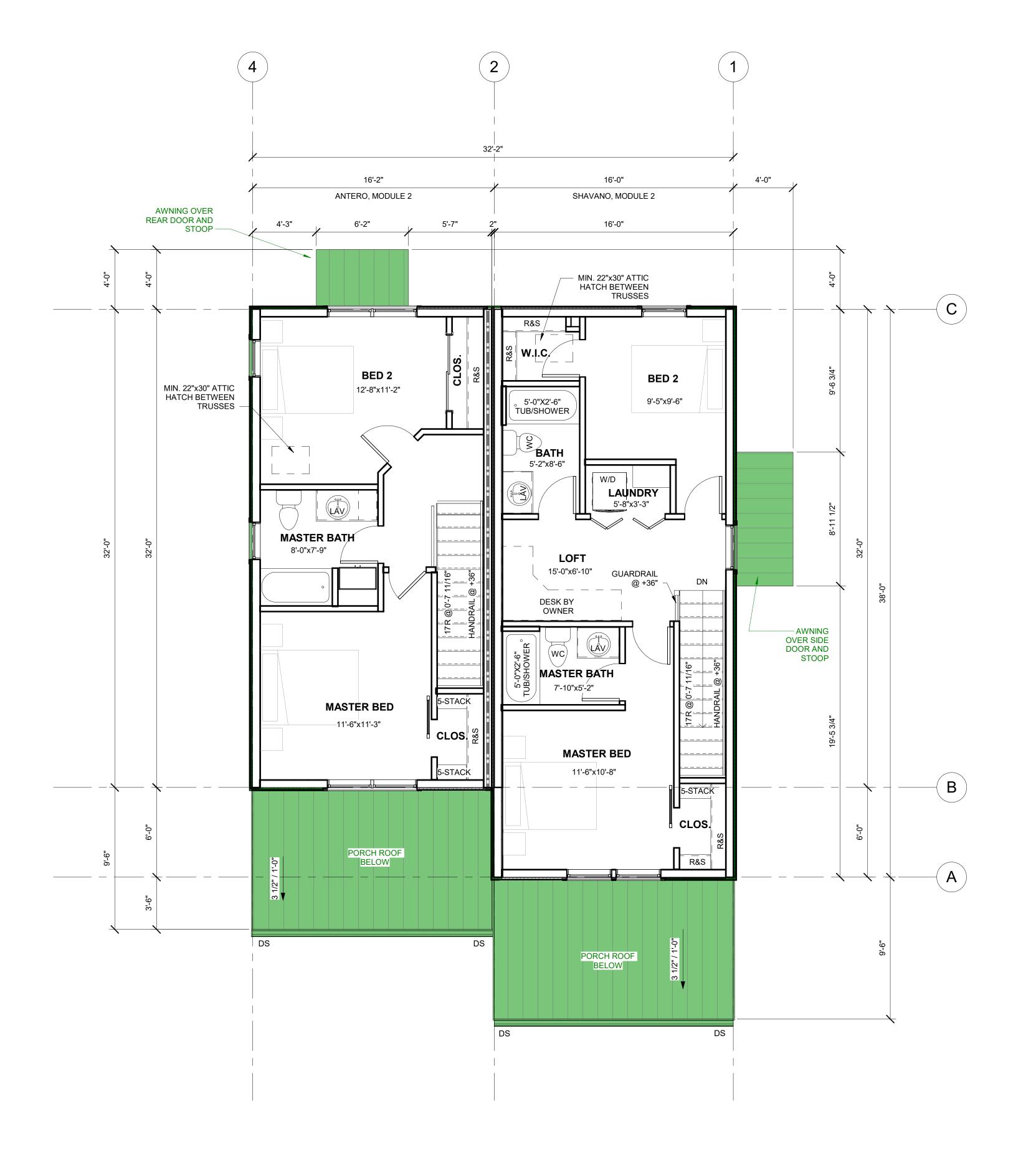
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LOWER FLOOR PLAN



# FLOOR PLAN NOTES

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1-HOUR FIRE RESISTANCE RATING

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Contact: Dean Dalvit, AIA dean@evstudio.com 303.607.7242 x14

SHANTERO (MM)

MASTER SET
SAN MIGUEL COUNTY, COLORADO



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UPPER FLOOR PLAN

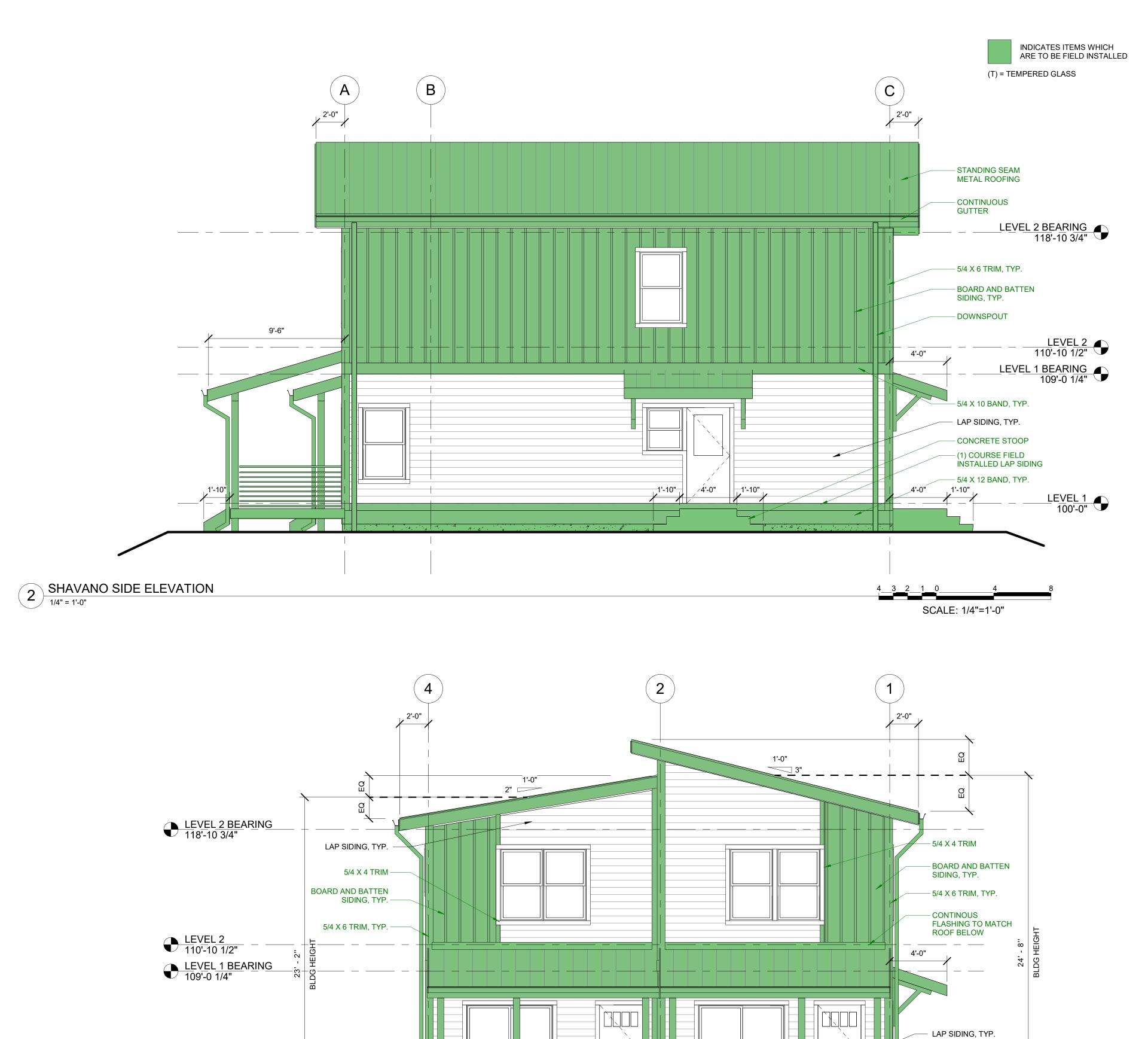
A 102

1 FLOOR PLAN - LEVEL 2 (SHANTERO)
1/4" = 1'-0"

1120 SQ FT

SHAVANO: 608 SF ANTERO: 512 SF

SCALE: 1/4"=1'-0"



LAP SIDING, TYP.

-5/4 X 12 BAND, TYP.

(1) COURSE FIELD INSTALLED LAP SIDING -

LEVEL 1 100'-0"

1 FRONT ELEVATION
1/4" = 1'-0"

**FV**studio

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# IDGVVAY TOMFO IANTERO (MM) Ster set



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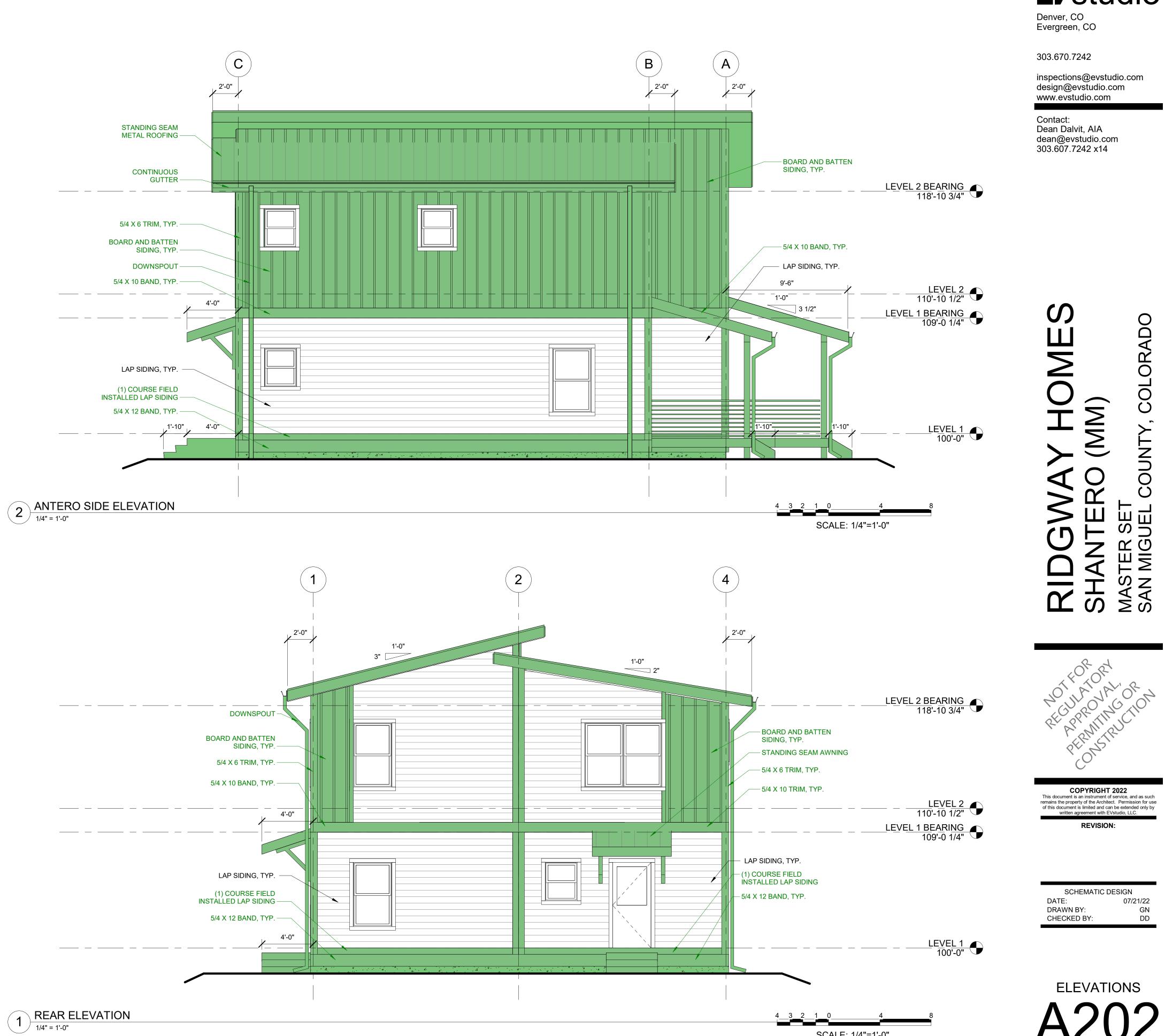
DRAWN BY: GN

CHECKED BY: DD

- DOWNSPOUT

SCALE: 1/4"=1'-0"

A201



# **E**/studio

SCALE: 1/4"=1'-0"

# Planned Unit Development Guide

For

# Wetterhorn Homes Subdivision

(Formerly known as Yellow Brick Lane Subdivision)

Lots 1-14 and Tract A

#### Exhibit 4

Ridgway\_Duplex\_Shavano-Torreys

Schematic Plan Set

Lot 5 & Lot 6 (mirrored)

Lot 7 & Lot 8 (mirrored)

Lot 9 & Lot 10 (mirrored)



# FLOOR PLAN NOTES

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# RATED WALL LEGEND

INDICATES ITEMS WHICH ARE TO BE FIELD INSTALLED

1-HOUR FIRE RESISTANCE RATING

RESISTANCE RATING

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# ANO-GRAYS DUPLEX (MM) SET



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SCHEMATIC DESIGN

SCHEMATIC DESIGN

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CHECKED BY: DD

2 FLOOR PLAN - LEVEL 2

1,408 SQ FT GRAYS: 800 SQ FT SHAVANO: 608 SQ FT

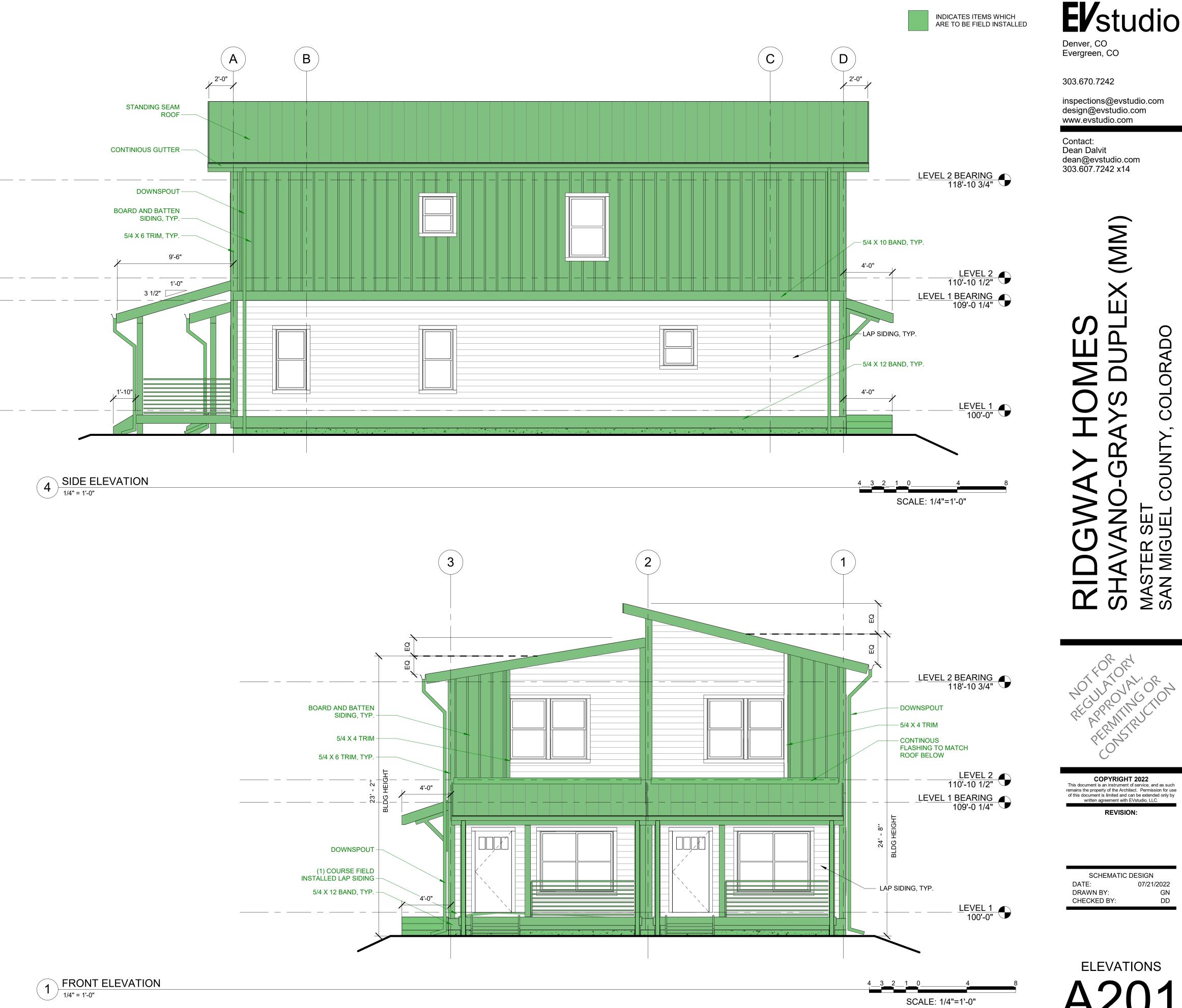
1/4" = 1'-0"

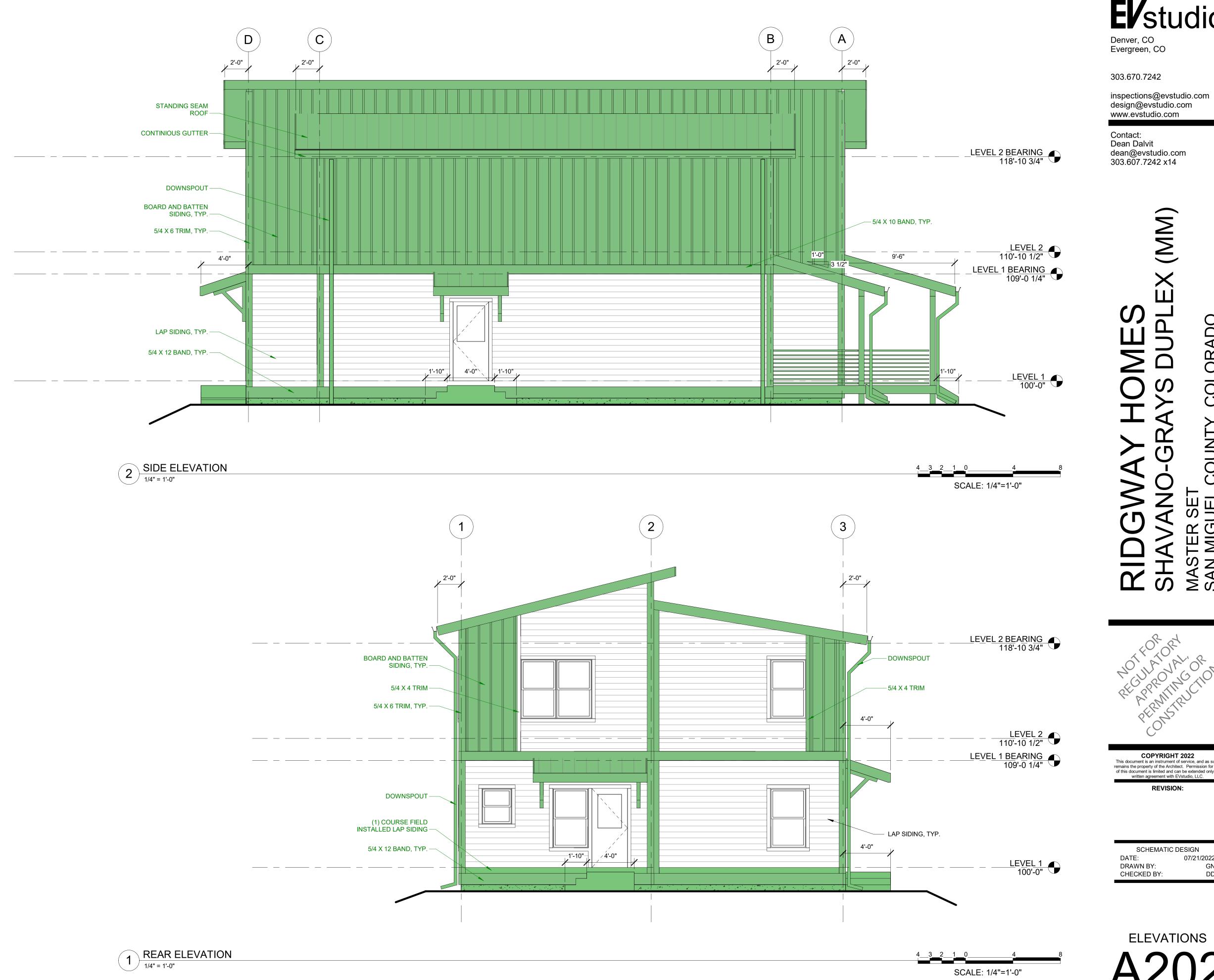
SCALE: 1/4"=1'-0"

1 FLOOR PLAN - LEVEL 1 1,408 SQ FT GRAYS: 800 SQ FT SHAVANO: 608 SQ FT 4 3 2 1 0 4

SCALE: 1/4"=1'-0"

A101





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**ELEVATIONS** 

# Planned Unit Development Guide

For

# Wetterhorn Homes Subdivision

(Formerly known as Yellow Brick Lane Subdivision)

Lots 1-14 and Tract A

Exhibit 5

**Proposed Elevations & Color Options** 

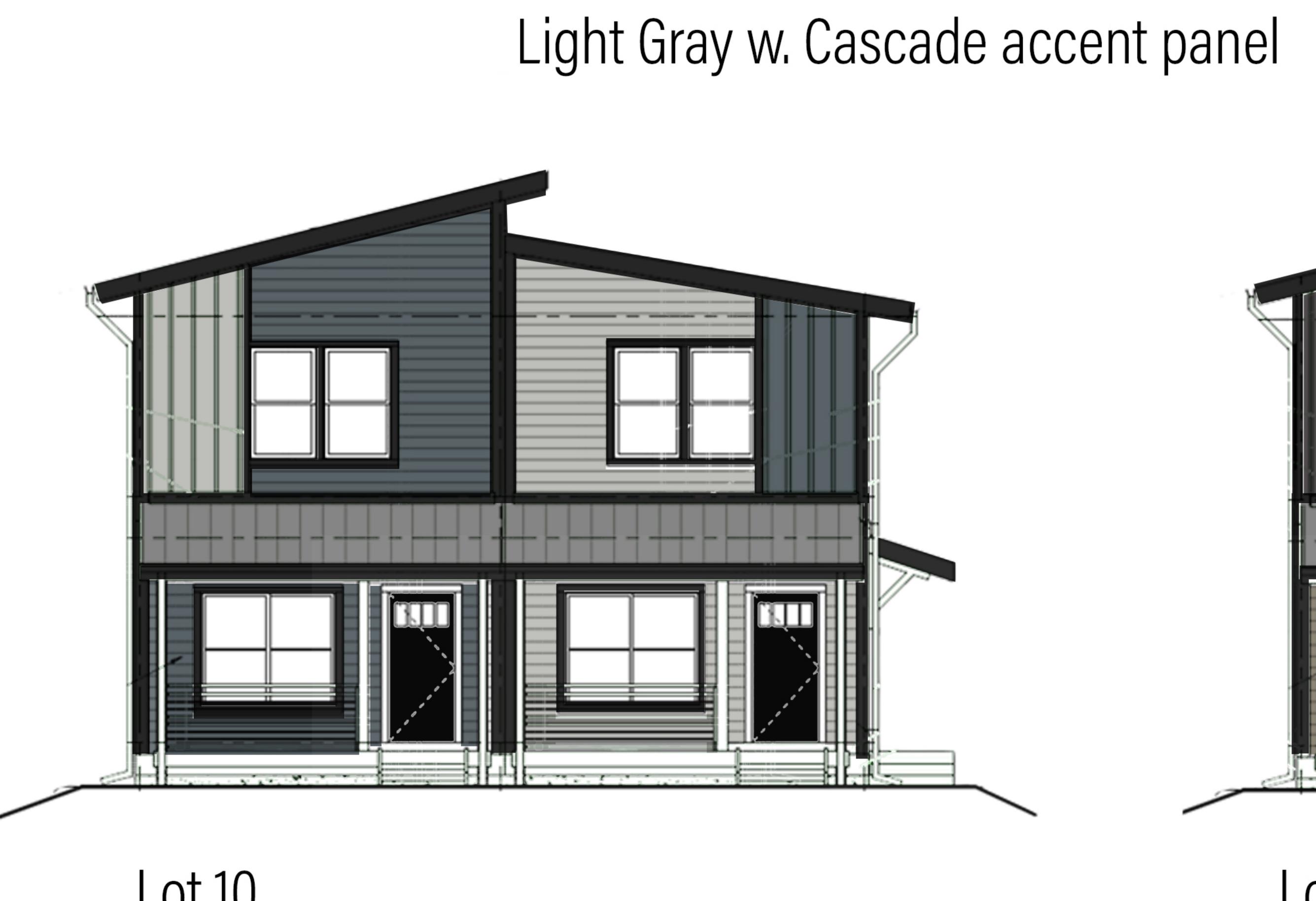
For

All Lots

# North Laura Street Elevation



Lot 11 Emerald w. Graphite accent panel



Cascade w. Light Gray accent panel



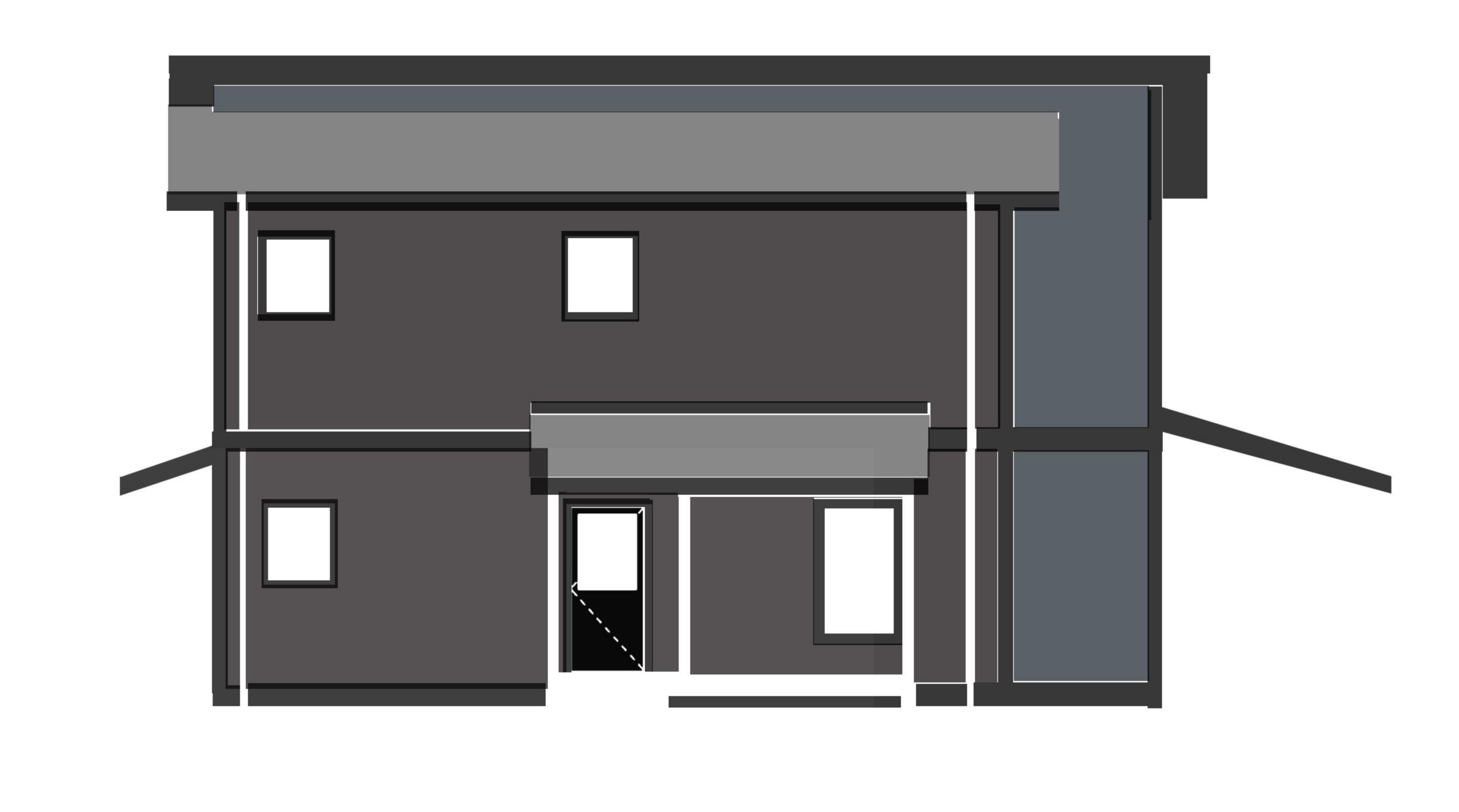
Graphite w. Terra Bronze accent panel

Terra Bronze w Graphite accent panel

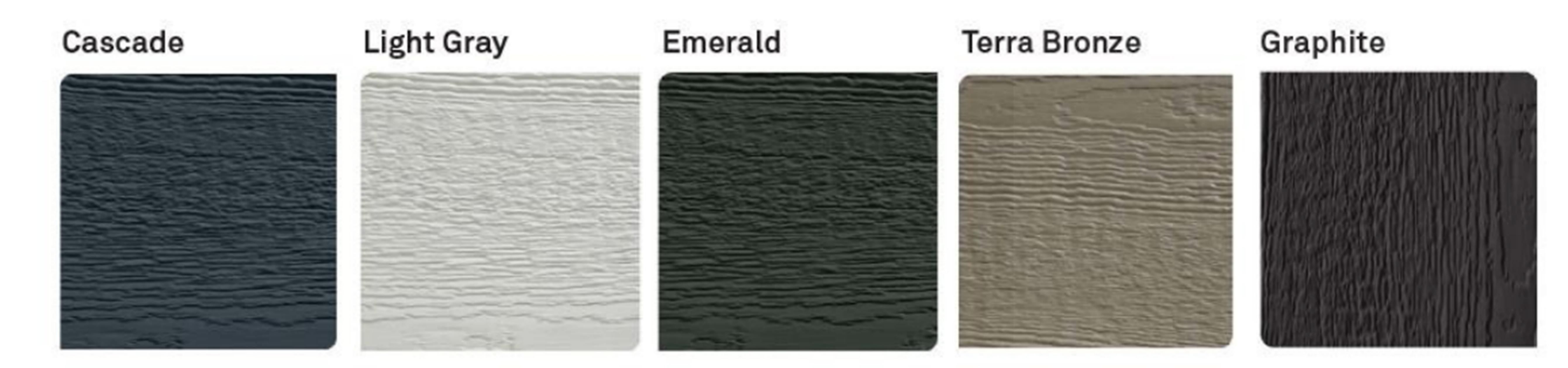


Emerald w. Light Gray accent panel

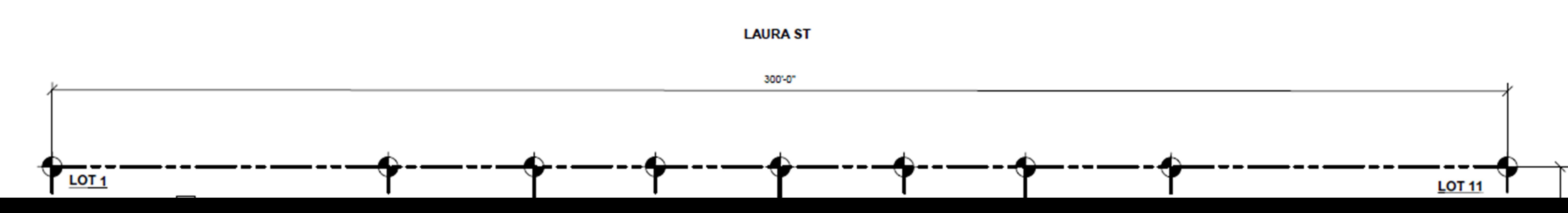
Light Gray w. Emerald accent panel



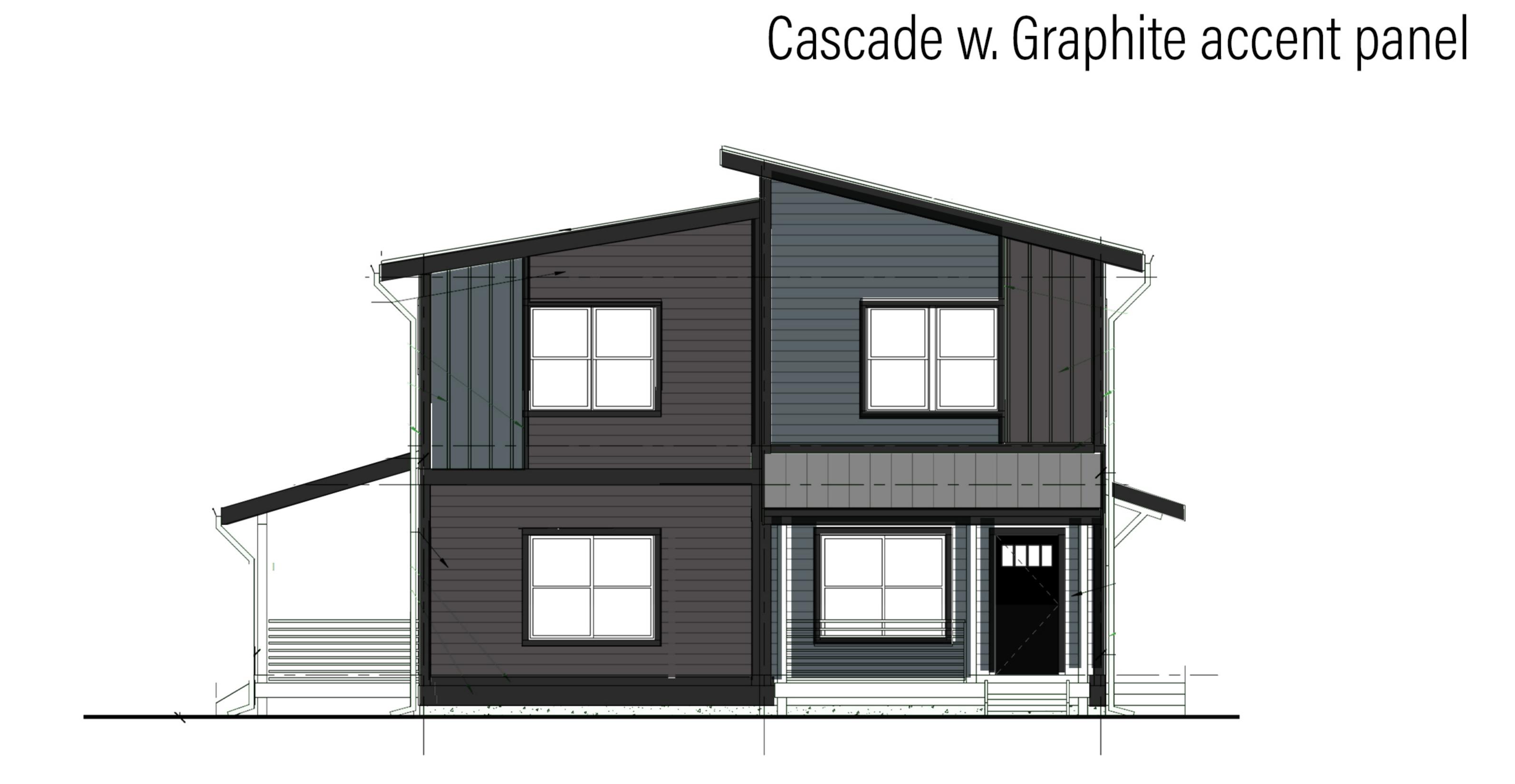
Graphite w. Cascade accent panel



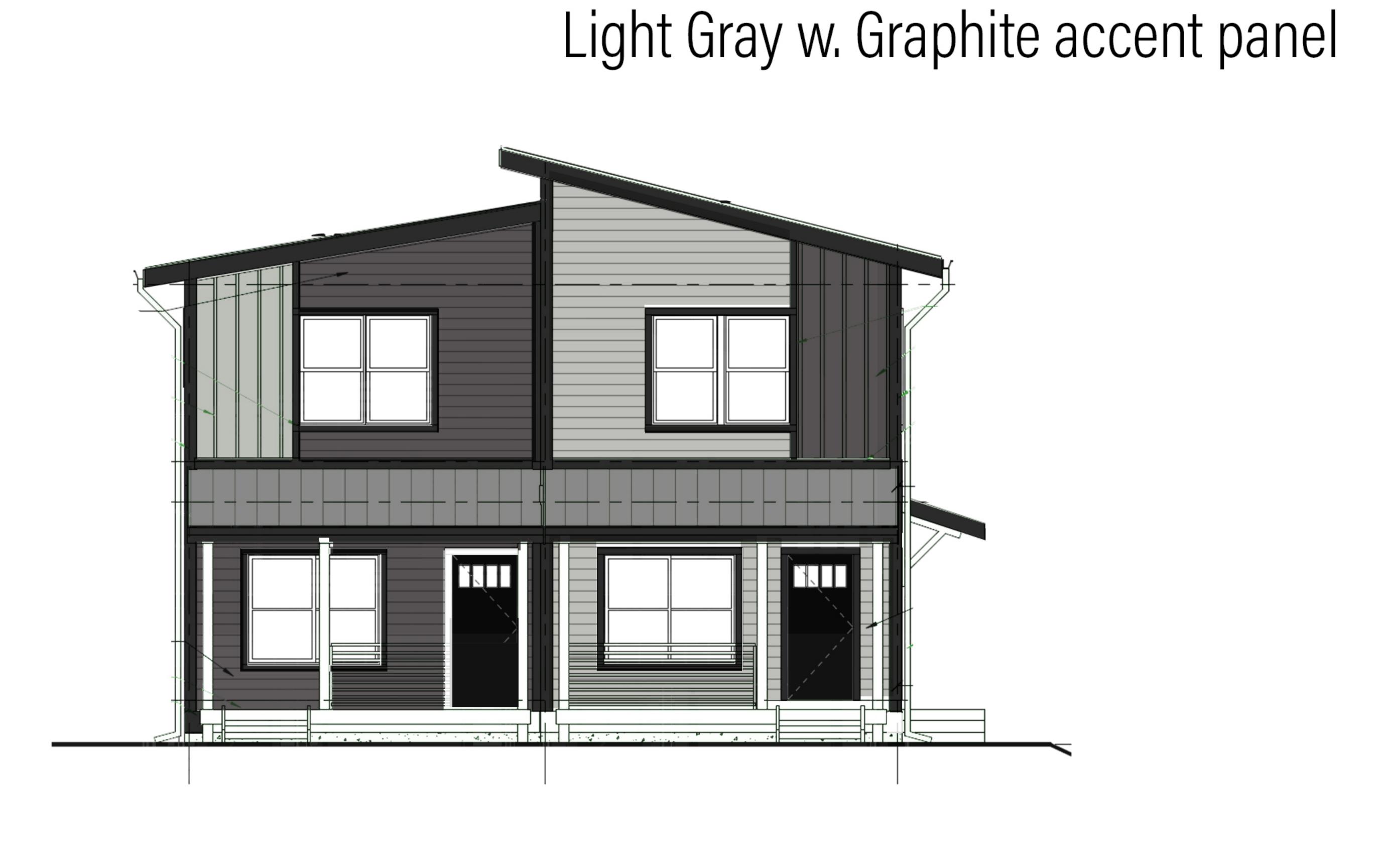
Diamond Kote Exterior Siding: https://diamondkotesiding.com/lasting-color-collections/



# Frederick Street Elevation



Lot 1 Graphite w. Cascade accent panel



Graphite w. Light Gray accent panel



August 25, 2023

Dan Burkhart, AICP Burkhart Planning & Permitting PO Box 795 Durango, CO 81302

SENT VIA EMAIL: BURKHARTPLANNING@GMAIL.COM

**RE:** Wetterhorn Home Subdivision, Final Plat/PUD Review Comments.

Dear Mr. Burkhart:

The above-mentioned application and supplemental materials were reviewed by the Town of Ridgway staff. The enclosed comments represent the findings of the review against applicable Town of Ridgway (Town) development and land use regulations.

1. Amend the Certificate of Owners language to be the following:

#### **CERTIFICATE OF OWNERSHIP AND DEDICATION:**

Know all persons by these presents: [Owner Name], a Colorado [corporate structure] ("Owner"), being the owner of the land described as follows:

[Legal description of property], County Of Ouray, State Of Colorado ("Property"),

has laid out, platted and subdivided same as shown on this plat under the name of [subdivision name], and by these presents does hereby dedicate to the perpetual use of the Town of Ridgway, Ouray County, Colorado, the streets, alleys, roads, and other public areas as shown and designated for dedication hereon and hereby dedicate those portions of land labeled as utility easements for the installation and maintenance of public utilities as shown hereon.

In witness hereof Owner has execu	ıted this Plat effective as of $\_$	, 202
[Owner Name], a Colorado [corpor	rate structure].	•
By:		
Printed Name:		
Title:		
STATE OF )		
) ss.		
COUNTY OF)		
		cknowledged before me this day o
Colorado [ <i>corporate structure</i> ].		
Witness my hand and official seal.		
	My commission expires:	
Notary Public	•	

Town of Ridgway Wetterhorn Homes Subdivision & PUD August 25, 2023 2 of 2

2. Update Surveyor's Certificate to be the following:

#### **SURVEYOR'S CERTIFICATE**

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

[Surveyor's Name] PLS [PLS Number]

	[Surveyor's Name] PLS. [PLS Number]			
3.	Add the following certificate to Sheet 1 of the plat:			
	TREASURERS CERTIFICATE:  According to the records of the County of Ouray Treasurer there are no liens against this subdivision or any part thereof for unpaid state, county municipal or local taxes or special assessments due and payable. Dated thisday of, 202  By:			
	Jill Mihelich, Ouray County Treasurer			
4.	Add the following certificate to Sheet 1 of the plat:			
	CERTIFICATE OF IMPROVEMENTS:  The undersigned, Town Manager of the Town of Ridgway, certifies that all required improvements and utilities are installed, available, and adequate to serve each lot in the Subdivision.  Dated this day of, 202  By:  Preston Neill, Town of Ridgway Town Manager			
	Prestorr Neill, Town of Ridgway Town Manager			
5.	Address all redlines on the plat and PUD Guide as attached to this letter.			
	reach out if you have any questions regarding these review comments at 970-744-0623 or @planstrategize.com.			

Sincerely,

#### **COMMUNITY PLANNING STRATEGIES, LLC**

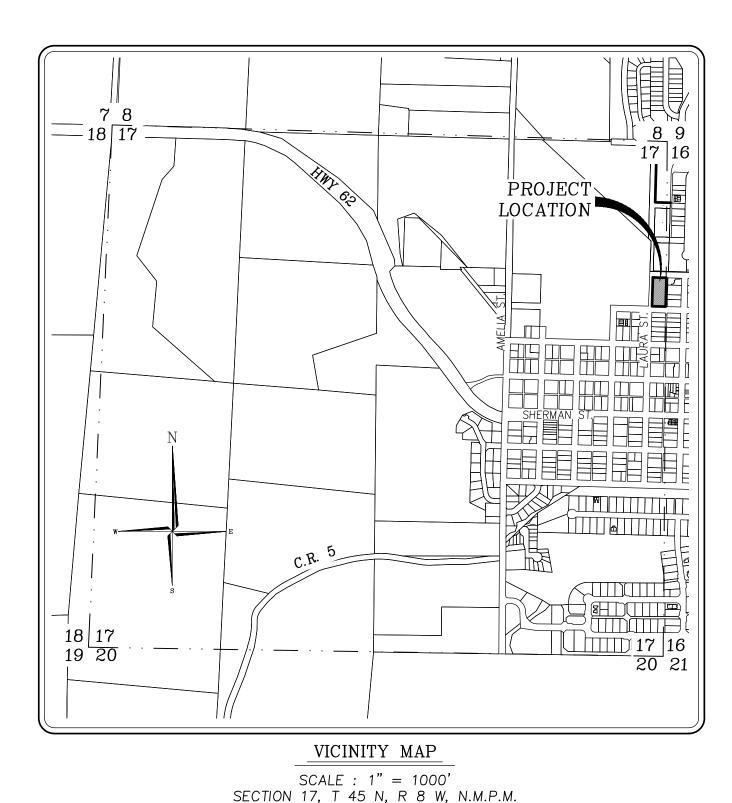
TJ Dlubac, AICP

Contracted Town Planner

Encl: Wetterhorn Homes Subdivision Plat redlines

Wetterhorn Homes Subdivision PUD Guide Redlines

Cc: Paul Major, Manager, Rural Homes, LLC Preston Neill, Town of Ridgway Town Manager



#### GENERAL DEDICATIONS:

- 1 The five (5) and ten (10) foot wide access, maintenance, drainage & Utility easements, as shown hereon, are hereby dedicated to the Town of Ridgway for the purpose of ingress and egress, installation, operation, maintenance, reconstruction, improvement, replacement and removal of underground utilities and drainage facilities, together with their related equipment, as defined in the Declaration of Covenants, Conditions, and Restrictions for Wetterhorn Homes Subdivision.
- ② Tract A, as shown hereon, is hereby dedicated to Ridgway Homes LLC for the utility easement. No habitable structures shall be allowed on this tract.
- ③ The ten (10) foot wide access & maintenance easement, as shown hereon, is hereby dedicated to the Town of Ridgway for the purpose of ingress and egress, installation, operation, maintenance, reconstruction, improvement, replacement or removal of related equipment as defined in the Declaration of Covenants, Conditions, and Restrictions for Wetterhorn Homes Subdivision.

#### PLAT NOTES:

- 1. Research for recorded easements and rights of way was conducted by Land Title Guarantee Company and this property may be subject to the easements, rights and restrictions as listed in their Title Policy Order No. 0U85007294.
- 2. Unit owners in Wetterhorn Homes will qualify for the Wetterhorn Homes Deed Restriction and Wetterhorn Party Wall Agreements and are subject to the Declaration of Covenants, Conditions and Restrictions of the Wetterhorn Homes as recorded in the Office of the Ouray County Clerk and Recorder at Reception Number \_\_\_
- 3. Tract A will be reserved for stormwater management and no habitable structures are allowed on the tract. Stormwater detention facilities located on
- Tract A will be maintained by Ridgway Homes LLC. 4. All construction will conform with Ridgway Municipal code, the Development
- Agreement, construction standards, and the Yellow Brick Lane PUD.
- 5. All outdoor lighting shall conform to Ridgway Municipal Code Section 6-5
- "Outdoor Lighting Regulations" including dark sky requirements.
- 6. Snow removal within the Wetterhorn Homes Subdivision and in the adjacent right of way is the direct responsibility of the homeowners of Wetterhorn Homes and will be managed by the Declaration of Covenants, Conditions, and Restrictions for Yellow Brick Townhomes recorded under
- Reception No. \_

ill in reception number

before recording final

- 7. No new streets or alleys are proposed as part of this project. 8. According to FEMA Flood Insurance Rate Map 0801380001D Community Panel Number 080138 0001 D dated September 27, 1985 this parcel is within Zone C; Areas determined to be outside 500 year floodplain.
- 9. A geotechnical study has been provided: Project No. 21.6189 dated January 17, 2022 by Cesare, INC. Geotechnical Engineers & Construction Materials Consultants Project No. 21.6189 dated January 17th, 2022. High plasticity soils were found on site.
- 10. The U.S. Environmental Protection Agency map of radon zones indicates that Ouray County, Colorado is in Zone 1 (highest risk for exposure to radon gas).

# WETTERHORN HOMES SUBDIVISION A PLANNED UNIT DEVELOPMENT

Replat of Lots 1-12, Block 30, Town of Ridgway

LOCATED IN THE NE1/4 OF SECTION 17, T 45 N, R 8 W, N.M.P.M. OURAY COUNTY, COLORADO

#### ATTORNEYS CERTIFICATE:

\_\_\_an attorney at law duly licensed to practice before the courts of record of Colorado, do hereby certify that I have examined the title to all land herein platted and that title to such lands in the dedicators and owners, and that the property dedicated hereon has been dedicated free and clear of all liens and encumbrances, except as follows:

Dated this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2023

Add name of attorney

change reference to

ubdivision PUD

APPROVAL OF TOWN ATTORNEY:

Approved for recording with the Town of Ridgway Town Clerk this \_\_\_\_\_, 2023

Bo Nerlin, Town of Ridgway Town Attorney

#### PLANNING COMMISSION:

→ Attorney at Law

Recommended for approval by the Planning Commission this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2023

Michelle Montague, Town of Ridgway Planning Commission Chairperson

#### TOWN COUNCIL:

Approved by the Town Council this \_\_\_\_\_ of \_\_\_\_\_\_, 2023.

John Clark Mayor, Town of Ridgway Mayor

#### LAND USE TABLE

Total no. of Lots = 14 Average lot size = 0.065 Acres (2,831.412 Sq.Ft)Total acreage = 0.977 Acres (42,558.294 Sq.Ft) Residential density = 14.3 Units/acre Lots 1 - 14 = Residential= Storm Water Tract A

Management

#### > CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: That RIDGWAY HOMES, LLC., whose address is P.O. Box 4222 Telluride, Colorado 81435, being the

legal and record owner of Lots 1—12 of Block 30, Town of Ridgway, Colorado;

Has caused the same to be adjusted and resubdivided under the name and style of the WETTERHORN HOMES SUBDIVISION and further consists of:

LOTS 1—14 and Tract A

COUNTY OF

#### THIS PLAT IS HEREBY EXECUTED BY THE FOLLOWING PARTIES: RIDGWAY HOMES, LLC

PAUL MAJOR - MANAGER

The foregoing instrument was acknowledged before me by Paul Major, Manager Ridgway Homes, LLC on this \_\_\_\_\_ day of \_\_\_\_\_ 2023, for the aforementioned purposes.

My Commission Expires Notary Public

#### ENGINEER'S CERTIFICATE:

\_\_, a Registered Professional Engineer in the state of Colorado, do certify that the  $oldsymbol{\mathcal{E}}$ urb, gutter, sidewalk, sanitary sewer system, water distribution system, fire protection system and storm drainage system for this development are properly designed, meet the Town of Ridgway execifications, and are adequate to serve the development shown hereon.

> tandards and Specifications and Typical Prawings for Infrastructure Construction Robert S. Harries, P.E. Colorado Registration No. 35876

#### tandard certificate

CERTIFICATE OF SURVEYOR:

Change to Ouray County

I hereby state that this survey and plat were prepared from field notes of an actual survey performed by me or under my direct responsibility, supervision and checking, and from documents recorded in the Office of the San Miguel County, Colorado, Clerk and Recorder, and that, in my professional opinion, they are true and correct to the best of my knowledge, belief and information based on the standards of care of Professional Land Surveyors practicing in the State of Colorado. This survey is not a guaranty or warranty, either expressed or implied.

> Robert L. Trudeaux, P.L.S. Colorado Registration No. 38007

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



970,247,1705

ineering & Surveying, Inc. 🌘

WETTERHORN HOMES SUBDIVISION A PLANNED UNIT DEVELOPMENT Replat of Lots 1-12, Block 30, Town of Ridgway

KN | CHECKED BY:

LOCATED IN THE NE1/4 OF SECTION 17, T 45 N, R 8 W, N.M.P.M. OURAY COUNTY, COLORADO

PROJECT NO. 21-160 DATE: 07/20/2023 Goff Engineering & Surveying, Inc. expressly reserves the common law copyright and other property rights in these plans. These plans are not to be changed or copied in any form or manner whatsoever nor are they to be assigned to any third party without first obtaining written permission and consent of Goff

PREPARED BY:

This plat was filed for record in the Office of the Clerk and Recorder of Ouray County at\_\_\_\_\_, \_\_m. on the\_\_\_\_day of \_\_\_\_\_\_\_, 2023,

RECORDER'S CERTIFICATION:

Reception No.\_\_\_\_\_\_

By: \_\_\_\_\_\_County Clerk and Recorder

# WETTERHORN HOMES SUBDIVISION A PLANNED UNIT DEVELOPMENT

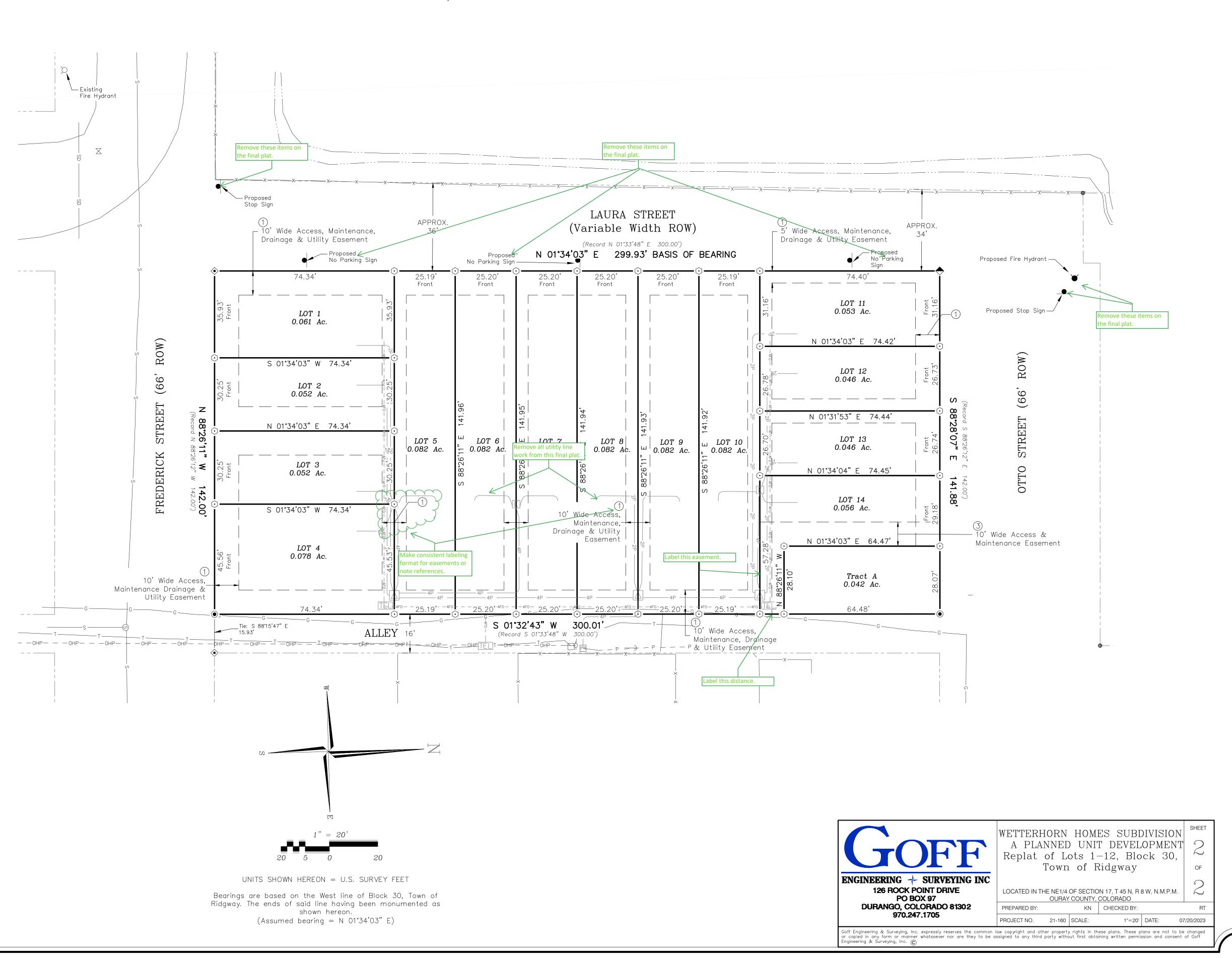
Replat of Lots 1-12, Block 30, Town of Ridgway

LOCATED IN THE NE1/4 OF SECTION 17, T 45 N, R 8 W, N.M.P.M.
OURAY COUNTY, COLORADO

#### DESCRIPTION OF MONUMENTS

- SET 5/8" X 24" REBAR WITH A 1−1/2"
   ALUMINUM CAP STAMPED PLS 38007
- FOUND 2" ALUMINUM CAP STAMPED MONADNOCK PLS 31160
- FOUND 5/8" REBAR WITH A 1−1/2" ALUMINUM CAP STAMPED PLS 24954
- → FOUND 5/8" REBAR WITH A 2" ALUMINUM CAP STAMPED FOLEY PLS 24954

	LEGEND
	SUBJECT PARCEL BOUNDARY
	ADJACENT PARCEL BOUNDARY
	PROPOSED EASEMENT
	EDGE OF GRAVEL ROADWAY
XX	EXISTING FENCE
——————————————————————————————————————	EXISTING OVERHEAD ELECTRIC
——————————————————————————————————————	EXISTING UNDERGROUND ELECTRIC
S	EXISTING SEWER LINE
T	EXISTING TELECOM LINE
G	EXISTING GAS LINE
SD	EXISTING STORM DRAIN
	EXISTING DITCH
Q	EXISTING FIRE HYDRANT
-0-	EXISTING UTILITY POLE
E	EXISTING ELECTRIC PEDESTAL
←	EXISTING GUY ANCHOR
$\bowtie$	EXISTING WATER VALVE
	EXISTING TELEPHONE PEDESTAL
(S)	EXISTING SEWER MANHOLE
•	PROPOSED FIRE HYDRANT
•	PROPOSED STREET SIGN



### Planned Unit Development Guide

For

### Wetterhorn Homes Subdivision

(formerly known as Yellow Brick Lane Subdivision)

Lots 1-14 and Tract A

Recommended for approval by the Town of Ridgway Planning Commission				
on the day of, 2023				
Approved by the Town of Ridgway Town Council				
on the day of, 2023				
Recorded with the Ouray County Clerk and Recorder at Reception Number				
on the day of, 2023				

#### 1. Relationship with Ridgway Municipal Code ("RMC"):

- a. The standards and provisions set forth in the Yellow Brick Lane Wetterhorn Homes Subdivision Planned Unit Development Guide ("PUD Guide") provide development standards, permitted uses, and general administration provisions applicable to Lots 1-14 and Tract A of the Yellow Brick Lane Wetterhorn Homes Subdivision ("Property").
- When there is a conflict between the provisions of this PUD Guide and the RMC, the PUD Guide shall apply.
- c. All standards, guidelines, procedures, and other provisions of the RMC, which are not explicitly identified or addressed in this PUD Guide, and as may be amended from time to time, shall apply to the Yellow Brick Lane Subdivision.
  - For the purposes of applying RMC provisions, the underlying zoning district, HR
    Historic Residential, shall be assigned to Lots 1-14 and Tract A of Yellow Brick
    Lane Wetterhorn Homes Subdivision.
- All enforceability and administrative provisions of the RMC shall be applicable and enforceable in this PUD Guide.

#### 2. Intent:

- a. Yellow Brick Lane Townhomes Wetterhorn Homes consists of 14 townhome units that will be permanently deed-restricted for the workforce. In order to reasonably maximize the use of this site for the purpose of affordable workforce housing and develop the site economically, in a manner that is conducive to selling units between 60-120% of Ouray County's Area Median Income, we are requesting that the Town consider variances to the proposed density, variances to the Town's dimensional requirements, and variances to required improvements and infrastructural standards.
- b. The Town will receive significant public benefit, through both the development of affordable housing and the construction of Town infrastructure in three currently undeveloped Right of Ways. Despite the Planned Unit Development request, the project has been designed in a manner that will provide general conformity with the Town's Master Plan. Secondly, all uses proposed as part of this development are classified as permitted uses within the Town's Historic Residential Zoning District.

#### 3. 3. Uses By Right:

- a. Dwelling, Townhouse
- b. Public Utility Service Facilities
  - i. Stormwater Detention Facilities
- c. Accessory Uses

#### 4. Use Covenant:

- a. The use and occupancy of the Housing Units in the PUD are governed by the Rural Homes Deed Restriction Covenant for Yellow Brick Lane Wetterhorn Homes and the \_\_ Rural Homes Deed Restriction Guidelines for Yellow Brick Lane Wetterhorn Homes and will apply to Lots 1-14, hereafter referred to as "DR."
- 5. Prohibited Uses:
  - a. Short Term Rental
  - b. Home Occupation other than allowed uses, per DR §8.3

Commented [TD1]: Verify name of these documents.

- c. Creation of Additional Unit, per DR §8. In no event shall declarant create an additional "Dwelling Unit" as defined in the RMC, in or as part of the Housing Unit unless authorized by the Housing Authority in writing and allowed by the zone district and subject to all local building and planning codes and permissions.
- d. Alternation of Housing Unit, per DR §9. The Housing Unit shall not be altered, demolished, partially demolished, released from these covenants, or relocated, unless and except in compliance with the Guidelines and the applicable Land Use Code provisions in effect at the time of the application for alteration, demolition, release, or relocation.

#### 6. Dimensional Standards

a. Please see table attached for the PUD dimensional standards

Of if a single-family or duplex divelling is fine feet or less from the side property line, a fine suppression system is required. Fine suppression systems are required in all other buildings per Notes specific to the Videou Brick Lane Townhomes Planned Unit Development

Notes specific to the Videou Brick Lane Townhomes Planned Unit Development

SNPA has allowed for a reduced seasment from 10 to 5 on the vest side of Lot 11. be covered porch structure can encreach up to, but not within 5 feet of the property line,

\*\*\* SMPA has allowed for a reduced easement from 10 to 5 on the west side of Lot 11, the covered poron structure can encroach up to, but not within:

(B) If a single family townhome shared partition wall is set on a side yard property line, then the setback will be 0 feet

Please see Exhibit 1, Wetterhorn Homes Subdivision PUD Site Plan attached "YBL PUD Site Plan" that illustrates lot sizes, setback distances, and dimensional standards of the PUD

#### 7. Parking Standards

- All standards, guidelines, procedures, and other provisions of the RMC Section 7-43-615(M) Parking Standards Dimensional and Off Street Parking Requirements, which are not explicitly identified or addressed in this PUD Guide, and as may be amended from time to time, shall apply to the Property
- b. The requested waivers for the  $\frac{\text{Yellow Brick Lane}}{\text{Wetterhorn}}$  Subdivision include:
  - i. Lot 1 & Lot 11 are only required to have 1 space per dwelling unit
  - ii. Lots 1-3 and Lots 11-13 are not provided sufficient maneuvering area as described in RMC section 7-34-156(M)(3)(C-3). Homeowners and their guests of these lots will be permitted to back onto public streets

#### 8. Sign regulations

- All standards, guidelines, procedures, and other provisions of the RMC 7-34-17 Sign Regulations, as may be amended from time to time, shall apply to the Property
- b. "No Parking Anytime" signs shall be installed by the Owner along N. Laura Street, in compliance with Town Regulations

#### 9. Landscaping Regulations

- All standards, guidelines, procedures, and other provisions of the RMC 7-4-87-Landscape -Regulations, as may be amended from time to time, shall apply to the Property
- Landscaping shall be installed and maintained in accordance with the approved Landscape Plan

Commented [TD2]: Update name in table.

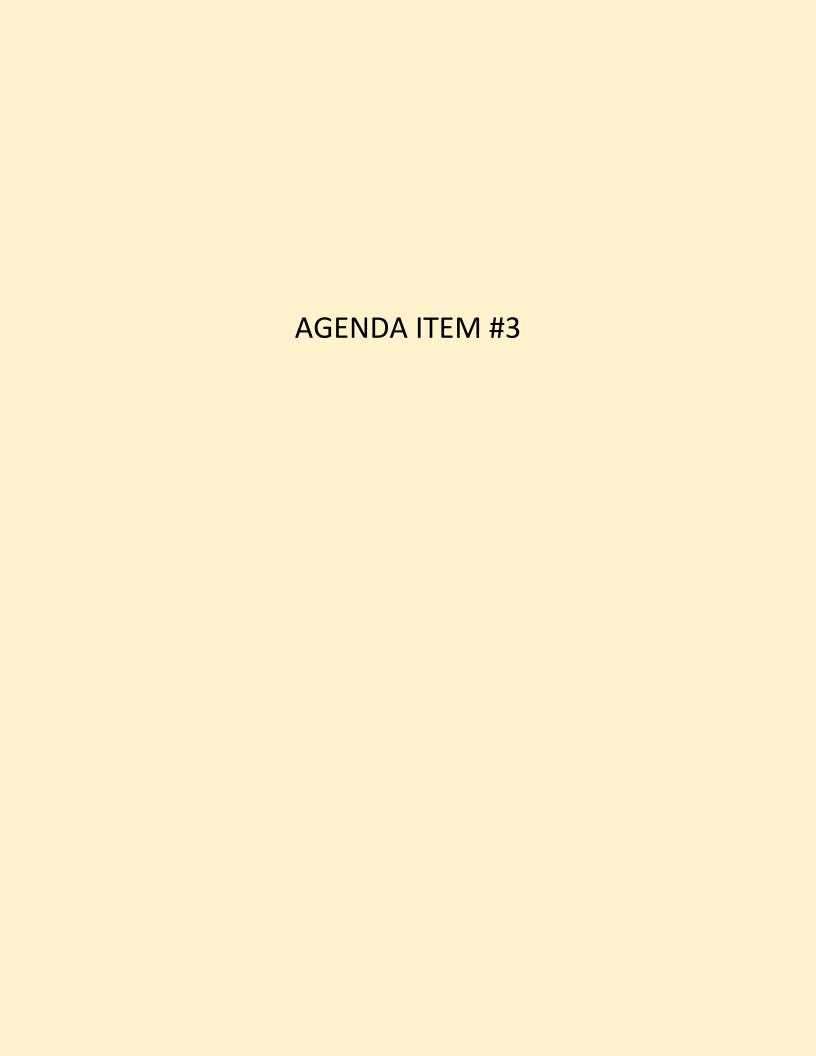
**Commented [TD3]:** This is the updated section reference as adopted in July 2023. The standards have not changed.

- Allowed fencing will follow all standards, procedures, and other provisions of RMC 6-3-1
   Fence, Hedge and Wall Restrictions and will be constructed as depicted on the approved Landscape Plan Detail 1 on Sheet L1
- 10. Residential Design Guidelines
  - All residential structures on the Property shall comply with <u>Section 7-4-9</u>, <u>Residential</u>
     <u>Design Standards</u>, <u>the following sections</u> of the RMC, as may be amended from time to time:
    - i. Section 6-4, Fence, Hedge and Wall Regulations
    - ii. H. Section 6-5, Outdoor Lighting Regulations
    - iii. Section 6-6, Residential Design Standards
    - iv. Chapter 14, Public Property
  - b. The schematic plan sets include:
    - i. Ridgway\_Duplex\_Shantero-Side\_R20\_(22-22-07) attached as Exhibit 2
      - 1. Lots 1 & 2
      - 2. Lots 11 & 12 (mirror image)
    - ii. Ridgway\_Duplex\_Shantero-Front\_(22-22-07) attached as Exhibit 3
      - 1. Lots 3 & 4
      - 2. Lots 13 &14 (mirror image)
    - iii. Ridgway\_Duplex\_Shavano-Torreys\_R20\_(22-22-07) as Exhibit 4
      - 1. Lots 5 & 6 (mirror image)
      - 2. Lots 7 & 8 (mirror image)
      - 3. Lots 9 & 10 (mirror image)
  - c. Proposed elevations & exterior siding color schemes have been included as Exhibit 5
    - i. Exterior siding color may be subject to change given supply chain constraints
    - ii. If determined that the project Townhomes do not comply with Section 7-4-9(E)(2)(e) of the RMC-6-6-5(4), "No two [structures] of substantially similar elevations shall be located adjacent to each other," as a direct result of similar colors, upon written request the Town Manager or designee may approve a deviation from this provision provided the approval criteria set forth in Section 7-4-9(F)(3) of the RMC are metwe ask that the deviations from one or more of the requirements of Section 6-6 be considered upon the finding that 6-6-6(3), "The proposed structures support the expansion of workforce housing options within the town of Ridgway."

#### 11. Definitions

- a. Terms, phrases, and words used in the PUD Guide shall have the following meanings.
  - All terms, phrases, and words used in the PUD Guide shall have the same meaning as those used or defined in the RMC except for those defined in this Section 110.
    - Stormwater Detention Facility: a constructed depression in an urban landscape that receives and stores the storm water runoff from adjacent drainage areas.

**Commented [TD4]:** Authorized TM to approve administratively.



#### PLANNING COMMISSION

#### MINUTES OF THE SPECIAL MEETING

**APRIL 4. 2023** 

#### 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.

The Chairperson called the meeting to order at 5:30 p.m. with Commissioners Foyster, Liske, Nelson, Petruccelli, Mayor-Pro-Tem Meyer, Mayor Clark and Chairperson Montague in attendance.

#### 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 & Estate of Bernadine C. Endicott

Staff Report dated March 31, 2023, prepared by TJ Dlubac, AICP of Community Planning Strategies, LLC presenting background, analysis and staff recommendation. Six public comments letters were included with the Staff Report. Submissions as late items to the agenda packet included public comment letters from Ann Mellick, Bob Tesch, and Joe Wodiuk; Memorandum dated November 15, 2021, from Bo James Nerlin, Esq. to Town Manager Preston Neill, regarding the McChesney Minor Subdivision, submitted by the Applicant and public comment letter dated April 4, 2023, submitted during public comment segment of the hearing from Jennifer Cram.

Chairperson Montague read a statement of conduct to be followed during the meeting proceedings.

Commissioner Foyster recused herself from the hearing due to a conflict of interest.

Planner Dlubac summarized changes with the proposed project that occurred since the last Planning Commission hearing. The Planner noted three previous public hearings, and the extensive effort made by both staff and the applicant regarding multiple reviews and meetings; including meetings with the Colorado Department of Transportation (CDOT) since the sketch plan was originally presented in May 2022. The changes include a slight increase in the twenty proposed lot sizes; the lollipop roadway design is replaced with a horseshoe roadway design, crusher-fine sidewalk surfaces are proposed, and the disturbance area has increased by approximately 5 thousand sq. ft. He further explained the parcels are located outside the Initial Growth Boundary zone on the 2019 Land Use Map and the code requires increased scrutiny by the Commission to ensure development occurs in a methodical way in that zone. He reviewed the Sensitive Natural Areas Map in the Staff Report noting a few lots insignificantly impact the steep slopes. The Planner further explained accessory dwelling units are proposed again which will require updated impact and technical reports from the Applicant. The previously proposed bike path is removed due to the conflict at Highway 550, the Visual Impact Assessment has been completed, and the Owner is offering an affordable housing donation of \$500,000 though an affordable housing fee, or a fee in lieu is not a requirement of this Sketch Plan or development Dlubac continued.

The Planner explained that while the disturbance area has increased to accommodate proposed septic systems, he would recommend that it revert as originally proposed to accommodate Town sewer service. He noted staff will require a year-round emergency access road as a condition of approval to meet the

Planning Commission March 28, 2023 Page 2

secondary access road requirement in the Ridgway Municipal Code. Dlubac further noted the Applicant has agreed to make the necessary infrastructure improvements as suggested by CDOT and Excel Energy. He explained two feasible cost estimates were provided totaling between \$1,400,000 - \$1,700,000 for the sewer line extension. Staff recommends the condition that the applicant further explore connecting to the Town's sewer sanitation system as the primary wastewater connection by Preliminary Plat.

Planner Dlubac recommended approval of the project with the following conditions: 1.) Year-round secondary emergency access be provided as an alternative to the single access point onto Highway 550 2.) The development shall pursue alternative alignments and strategies to connect the proposed subdivision to the Town's sanitary sewer system to be evaluated and considered in conjunction with the submission of the Preliminary Plat. 3.) The building envelope for all lots within the subdivision be amended to a maximum of 10,000 square feet.

Applicant Chris Hawkins pointed out the developer is providing highway improvements; the proposed lot sizes are much larger than allowed by right in the Municipal Code and the Town has available raw water to service the proposed lots. He explained the existing Vista Terrace utility easements would need to be enlarged to facilitate a sewer extension, and considerations to increase the lot sizes would be needed to install a septic system and a replacement system on each lot. Hawkins pointed out the annexation for the Vista Terrace Subdivision which includes the Endicott properties was approved with a single access point in 1981 and there is no way to provide year-round secondary access due to physical restraints. Mr. Hawkins asked for the condition to provide year-round secondary emergency access to be eliminated since there is no way for the developer to provide that.

Hawkins explained it is not economically feasible to connect to the Town's sanitary sewer system as required in the conditions for approval. He noted the development should be subject to the 1981 Water and Sewer Agreement embodied into the plats for Vista Terrace Filing No. 1, and the McChesney Minor Subdivision. Since the development is still subject to the Water and Sewer Agreement, and the Town has no plans to extend the sewer service east of town, condition 2 is in violation of the agreement he concluded.

Dan Quigley, Engineer for the project said he prepared an onsite wastewater treatment system feasibility study and explained a lift station would need to be constructed. He noted the lift station would add to the development costs as well as costs to the Town and there is no way to gain the required easements with the plat restrictions already in place since any viable route for the sewer line would encroach on Vista Terrace lots.

Applicant Hawkins noted \$4,000,000 in projected costs for a twenty-lot development due to the recommended conditions of approval which would make the sale price for the proposed individual lots unmarketable. He requested that conditions 2 and 3 also be removed from the approval requirement, and noted the accessory dwelling units are being considered again to help with housing and fund the project but they are not essential to the project.

David Reed, attorney for the Developers explained the development team ascertained the feasibility of the project, including the staff recommendations, and the project cannot be constructed with the current conditions. He urged the Commission to reconsider the application and approve it without the requirement of the recommendations since there is no basis for them.

Eric Faust, contractor for the Development Team requested to address the Planning Commission after public comments are received from the audience.

The Chairperson opened the hearing for public comment.

Public comments not in favor of the development were received from Jennifer Cram, Paul Price, Steve McComb, Dan Brillon, Joe Wodiuk, Joan Chismire and Anthony Gegauff. Concerns were expressed regarding encroaching into wildlife corridor, fire mitigation, accessibility to the lots by the Fire Department, the proposed neighborhood design with cluster homes, the proposed density, the need for year-round

Planning Commission March 28, 2023 Page 3

secondary access, proposed septic systems on the steep slopes, no stability soils analysis and uncertainty regarding the run-off drainage pathway.

Clint Estes spoke in favor of the project because it is less than the desired density in the Master Plan and questioned if the Town or the Applicant would pay for the highway improvements.

David Burger suggested installing deer fencing and placing a traffic light at the Vista Terrace intersection to reduce the highway hazards and warned that "overpopulation will ruin this community."

Herb McHarg, attorney for the property owners said Four Winds Ranch, LLLP and the Estate of Bernadine C. Endicott have been in negotiations with the developer to expand the easement for a year-round emergency secondary access. Obtaining the easement is not feasible and there is no other available route. The property owners will not allow the expansion because the route would go through the existing parcel.

Andrea Sokolowski suggested Mr. Faust make the proposed donation to the affordable housing fund regardless of the application approval.

The Chairperson closed the hearing for public comment and asked the Development Team if they would like to respond to the comments.

Engineer Dan Quigley said a feasibility, peculation test, or a soils stability test is not required by the State of Colorado for septic systems.

Developer Eric Faust said the sewer line installation is not feasible pursuant to the feasibility study provided to Staff. He explained how it is conceptionally impossible to provide a sewer line to the proposed project. Faust asked what changed in the criteria to now require a sewer line when staff recommended approval of the project that included the vested right of using septic systems for the development at the August 2023 Planning Commission Meeting. He further explained the 8-month emergency egress negotiated with the Owner is a public benefit. Mr. Faust noted the lack of emergency egress has been a problem for 41 years and the negotiated solution addresses the problem on the highway. Faust said the project will be a sustainable green community that includes solar power, electric vehicle charging in each home, the highway improvements will be completely funded by the project, fire suppression for the Vista Terrace Subdivision would be enhanced through the development requirements, the accessory dwelling units would be only for long term rentals, and he proposed a transfer tax for the subdivision. The project is not feasible with the recommended conditions, he concluded.

The Commissioners discussed the application. The consensus was the proposed density is too much to ignore necessary sewer and highway improvements and noted the Town should review the access issues. They <u>agreed there should be year-round, secondary emergency access</u>. The Planning Commission expressed concern for the wildlife corridor, the visual impact of the cluster development and the untimely proposed donation for affordable housing as opposed to using the funds toward access issues.

#### ACTION:

Mayor Clark moved to deny the 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 & Estate of Bernadine C. Endicott; finding that the application materials have not met the following standards of Ridgway Municipal Code Section 7-4-5(A): 1.) Access is inadequate 2.) Protection of the wildlife corridors is inadequate 3.) The use of septic systems for the proposed density is inappropriate. Commissioner Liske seconded the motion. On a call for a roll call vote the motion carried on a vote of 5 to 1.

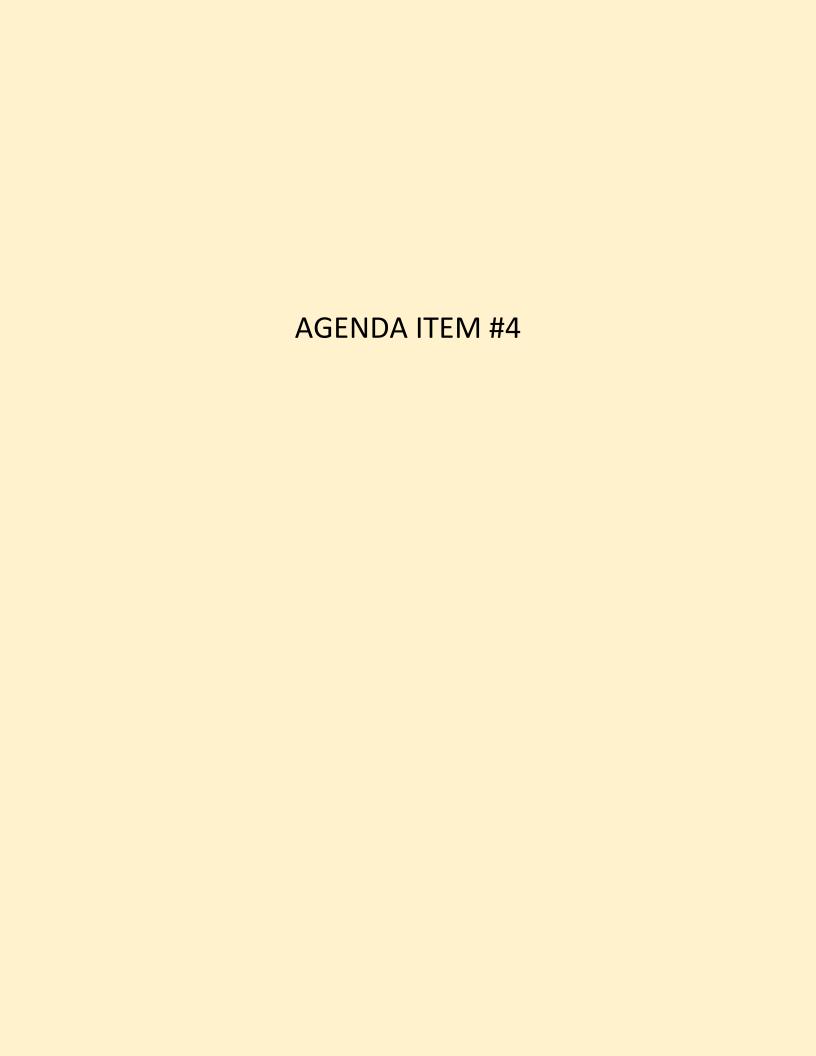
#### **ADJOURNMENT**

The meeting was adjourned at 7:30 p.m.

Planning Commission March 28, 2023 Page 4

Respectfully submitted,

Karen Christian Deputy Clerk



#### PLANNING COMMISSION

#### MINUTES OF THE REGULAR MEETING

APRIL 25, 2023

#### 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.

The Chairperson called the meeting to order at 5:35 p.m. Commissioners Foyster, Liske, Nelson, Petruccelli, Mayor Pro Tem Meyer, Mayor Clark and Chairperson Montague were in attendance.

#### APPROVALOF THE MINUTES

1. Approval of the Minutes from the Meeting of March 28,2023

#### ACTION:

<u>Commissioner Petruccelli moved to approve the Minutes from March 28, 2023.</u> Commissioner Liske seconded the motion, and it was carried unanimously with Commissioner Foyster abstaining.

#### **WORK SESSION**

#### 2. Review Updates to Ridgway Municipal Code Chapter 7 Planning and Zoning

Staff Report dated April 21, 2023, and Power Point Presentation dated April 25, 2023, from Katie Kent and TJ Dlubac of Community Planning Strategies presenting a draft for the proposed Chapter 7 Updates.

Katie Kent and TJ Dlubac reviewed the proposed draft for Chapter 7 noting the restructure of the chapter includes building regulations from Chapter 6, and licensing from Chapter 8 to delineate and separate administration, procedures and standards for building regulations.

The Commissioners discussed the proposed Chapter 7 updates with the planners and suggested additional updates of: adding child care as a conditional use in the Historic Business District, adding laundromats as a conditional use in the General Commercial District, allowing manufactured homes as a use by right in districts where single family residents are allowed by right, increasing the allowance for metal facade on a structure to 50% throughout the municipal code, and updating the right-of-way vacation in Table T-5.1 for Subdivision Application Types to show Planning Commission recommendation to the Town Council. Planner Kent noted she will compare the monolithic structure requirements in the Uncompander River Overlay District with the other districts in the Code to ensure uniformity, and an additional section in Chapter 7 will be added for annexation after the Town Attorney has completed his review. She further noted that a record of future code amendments has been kept throughout the Chapter 7 discussions. It will be given to the Town Council for review to determine timelines to work on the amendments.

#### ACTION:

Planning Commission April 25, 2023 Page 2

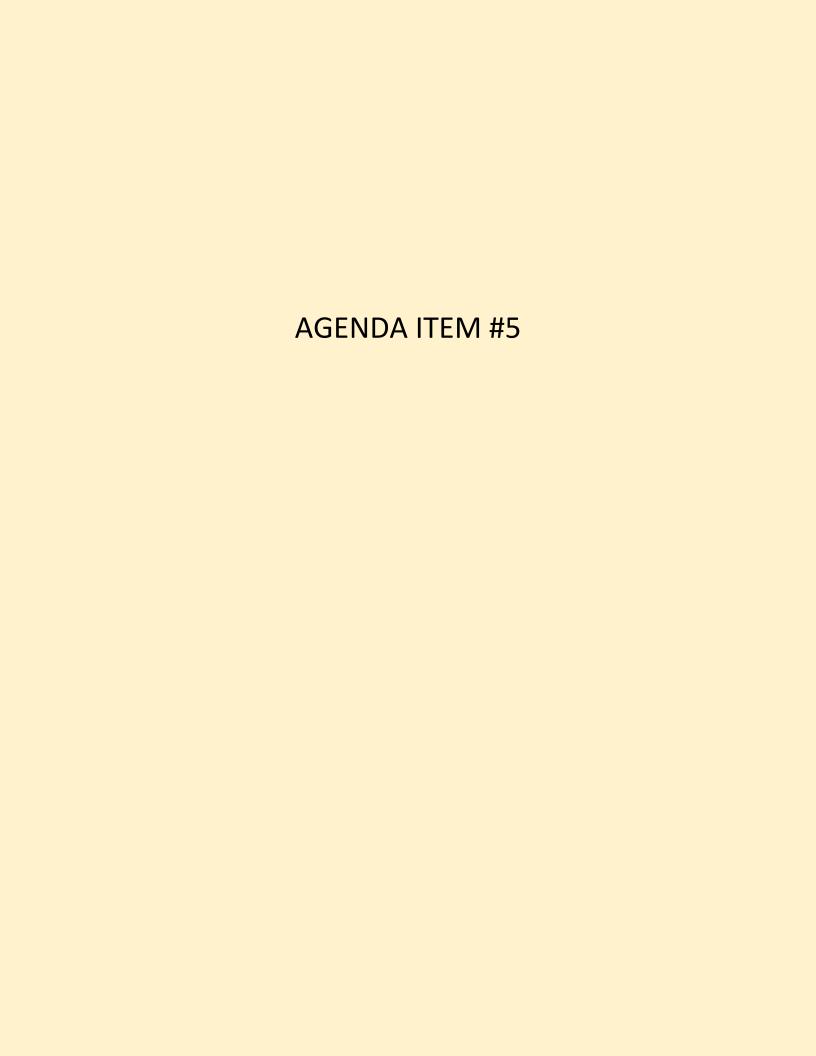
Mayor Clark moved to <u>recommend the Town Council adopt the proposed code amendments to Chapter 6 Building Regulations</u>, Chapter 7 <u>Planning and Zoning and Chapter 8 Licensing</u>, with the <u>modifications to Chapter 7</u>, <u>Sections 4 and 5 as discussed</u>. Commissioner Nelson seconded the motion, and it was unanimously carried.

#### **ADJOURNMENT**

The meeting was adjourned at 7:15 p.m.

Respectfully submitted,

Karen Christian Deputy Clerk



#### PLANNING COMMISSION

#### MINUTES OF THE REGULAR MEETING

JUNE 27, 2023

#### 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.

The Chairperson called the meeting to order at 5:38 p.m. Commissioners Foyster, Liske, Petruccelli, Mayor Pro Tem Meyer and Chairperson Montague were in attendance. Commissioner Nelson and Mayor Clark were absent.

#### **WORK SESSION**

#### 1. Consider Development Review Process Guide Draft

Town of Ridgway Development Review Process Guide draft prepared by TJ Dlubac of Community Planning Strategies, LLC.

TJ Dlubac presented the first draft for the *Development Review Process Guide* noting the comprehensive document explains the Town's development review process for annexation, platting and construction documents, rezoning, site design, building permits and includes applications for each type of development.

The Commissioners discussed the process guide with staff, suggested minor edits and <u>agreed the</u> guide will be useful in assisting applicants navigate the complexities of the development process.

#### 2. Review and Prioritize Future Land Use Regulations Discussion Items List

Future Land Use Regulations Discussion Items List prepared by Katie Kent and TJ Dlubac of Community Planning Strategies, LLC.

Town Manager, Preston Neill presented the Discussion Items List which included sections of the Ridgway Municipal Code needing updates and requested the Commissioners prioritize the list to assist in budget preparation, strategies and future code updates. The Commissioners prioritized the listed with basic categories and noted the following sections should be reviewed first: Section 7-4-6(A) Accessory Dwelling Units, Section 7-4-6 (E) Employee Housing, Section 7-4-6(N) Short-term Rental, Section 7-6-2(B) Parking Standards, and Section 7-7 Affordable Housing. They further categorized the List into general categories of public realm, design standards and lodging. The Town Manager agreed to work with TJ Dlubac, reorganize the List into preferred categories and present the list to the Planning Commission at a future meeting. The Commissioners will determine timelines and strategies for the new List to be present to the Town Council for budget planning.

#### OTHER BUSINESS

#### 3. Informal Discussion-Update Residential District Definitions

Excerpt from City Of Montrose Lane Use Code, page 3, presented by Commissioner Petruccelli.

Commissioner Petruccelli proposed further defining residential districts into density types and provided Page 3 as an example of the density district types (i.e., rural, low, very low, etc.). He noted the district types would assist in promoting stability and direct development as intended by the Town by placing the proper density in planned zones. The Planning Commission <u>agreed the concept should be considered and staff was directed to add the consideration of further defining residential zones to the Discussion Items List noted in agenda item 2 above.</u>

#### **ADJOURNMENT**

The meeting was adjourned at 7:00 p.m.

Respectfully submitted,

Karen Christian Deputy Clerk