

## RIDGWAY PLANNING COMMISSION

### REGULAR MEETING AGENDA

Wednesday, May 21, 2025

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/87017877505?pwd=OpgUiwSkzpIaB17Fdy45pnl05Mzw66.1>

Meeting ID: 870 1787 7505

Passcode: 832125

To call in dial: 408.638.0968 or 253.215.8782 or 669.900.6833

*Written comments can be submitted before the meeting to [akemp@town.ridgway.co.us](mailto:akemp@town.ridgway.co.us) or delivered to Town Hall Attn: Planning Commission*

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

#### **PUBLIC HEARING:**

1. **Application:** Riverfront Village Condominium Plat; **Location:** Lot 1, Triangle Subdivision; **Zone:** General Commercial (GC); **Applicant:** Jake Cantor, Alpine Homes – Ridgway, LLC; **Owner:** Alpine Homes – Ridgway, LLC C/O Joel Cantor
2. **Application:** RidgSix Townhomes PUD Final Plat; **Location:** 283 N. Cora Street, Lots 16-20 of Bloc 28, Town of Ridgway; **Zone:** Historic Residential (HR); **Applicant:** Matt Mclsaac, North Cora Street, LLC; **Owner:** North Cora Steet, LLC C/O Matt Mclsaac
3. **Ordinance 03-2025** Establishing Ridgway Municipal Code Section 7-7 “Affordable Housing Regulations” and Amending 7-9-2 “General Definitions” to define “Community Housing”. Consideration of the *Community Housing Guidelines*, a document complementing the Affordable Housing Regulations.
4. **Application:** Dalwhinnie Sketch Plan and Preliminary Plat; **Location:** Dalwhinnie-Athletic Park Annexation; **Zone:** General Commercial (GC) and Residential (R); **Applicant:** Chris Hawkins, Alpine Planning, LLC; **Owner:** Dalwhinnie Group, LLC C/O Michael Cox

#### **WORK SESSION:**

5. **Master Plan Review Work Session #4.** Group Review and discussion about the 2019 Ridgway Master Plan: Part V. Action Plan

**APPROVAL OF MINUTES:**

6. Minutes from the meeting of April 16, 2025

**OTHER BUSINESS:**

7. Updates from Planning Commission Members

**ADJOURNMENT**



## AGENDA ITEM #1



**To:** Town of Ridgway Planning Commission  
**Cc:** Preston Neill, *Ridgway Town Manager*  
TJ Dlubac, AICP, *Community Planning Strategies, Contracted Town Planner*  
**From:** Angela Kemp, AICP, *Senior Town Planner*  
**Date:** May 16, 2025  
**Subject: Riverfront Village Condominium Plat**  
Staff Report for the May 21<sup>st</sup> Planning Commission Meeting

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#### APPLICATION INFORMATION

<b>Request:</b>	Condominium Subdivision Plat creating 38 residential units and four (4) commercial units.
<b>Legal:</b>	Lot 1 Triangle Subdivision S: 16 T: 45 R: 8
<b>Address:</b>	Various addresses on Riverfront Lane, Jasper Place, and Alpine Loop
<b>General Location:</b>	North of SH62/Sherman Street, west of US550, and east of and adjacent to the Uncompahgre River
<b>Parcel #:</b>	430516215001
<b>Zone District:</b>	GC General Commercial District & PUD overlay
<b>Current Use:</b>	10 buildings with multiple units
<b>Applicant:</b>	Jake Cantor
<b>Owner:</b>	Alpine Homes – Ridgway LLC

#### PROJECT OVERVIEW

This application represents the final land use entitlement step in the Riverfront Village development, which was intended to be subdivided into individually saleable units from the onset. Prior approvals have been sought and granted: The Preliminary Planned Unit Development and Preliminary Plat were approved by the Planning Commission on July 13, 2021, and Town Council on November 10, 2021. Installation of the public improvements began in the Spring of 2022. The Final Plat of Riverfront Village, a Planned Unit Development was approved by Town Council on October 11th, 2023, recorded under Reception No. 236326. The Condominium Plat is in conformity with the PUD and Preliminary Plat approvals. With this request, no other development is requested beyond what has already been approved and constructed or which is under construction.

## BACKGROUND

The lot has been previously platted as Lot 1, Triangle Subdivision in 1992 at Reception No. 150643. A portion of Lot 1, which includes the river and property west of the river, was deeded to the Town in 2008 at Reception No. 196855. Figure 1 depicts the general location of the project site.

## REQUEST

This Condominium Plat is for subdividing about ten (10) buildings on the 4.29-acre property, the Riverfront Village Planned Unit Development. The project includes a total of 38 residential units and four (4) commercial units. The commercial units total approximately 3,983 square feet of ground-floor commercial area in one (1) mixed-use building. The uses of each building are as follows:



Figure 1. General Location

<i><b>Building</b></i>	<i><b>Commercial Sq. Ft.</b></i>	<i><b>Dwelling Units</b></i>
Building CM	3,983 in 4 units	4
Buildings M1		6
Building M2		8
Building M3		10
Buildings D1 – D5		10
Totals	3,983sf	38

The project included the extension of water and sewer main service lines to the project site, town owned and maintained water and sewer mains within easements within the parcel, a privately owned and maintained internal street network, a master sign plan, and new access to HWY 550 which will be coordinated with CDOT. The project also includes a public park towards the northern end of the property and a multi-use trail along the western edge of the property and along the eastern bank of the Uncompahgre River, dedicated to the Town of Ridgway.

## CODE REQUIREMENTS

### **RMC §7-5-2(H)(2) REVIEW PROCEDURES:**

- (e) Evaluation by Staff and Referral Agencies. Upon determination of completeness, the Town Manager or designee shall refer the application to additional reviewing agencies as set forth in Section 7-5-2(B)(4), Referral Agencies, and review the application for conformance with the requirements and standards of this Municipal Code.
- (f) Staff Report. A staff report shall be prepared and provided to the reviewing body in accordance with Section 7-5-2(B)(5), Staff Report.
- (g) Review and Action by the Planning Commission.
  - (i) The Planning Commission shall review the condominium plat application in a manner consistent with Table T-5.1 to evaluate compliance with applicable standards. The final decision to approve, approve with conditions, or deny the application shall be made by the Planning Commission in a manner consistent with Table T-5.1 and be based upon the criteria set forth in Section 7-5-2(H)(3), Approval Criteria.

(ii) The Planning Commission may, in its sole discretion, continue or postpone the meeting to a specified date and time in order to permit preparation of additional information for further review by the Planning Commission prior to making a final decision.

(h) Post Approval.

(i) The applicant shall follow the post approval procedurals in accordance with Section 7-5-2(B)(8), Post Approval, including recording the survey plat with the Ouray County Clerk and Recorder.

### **RMC §7-5-2(H)(3) APPROVAL CRITERIA FOR A CONDOMINIUM SUBDIVISION PLAT**

A condominium subdivision plat may be approved and accepted by the Planning Commission if the application is found to meet the following criteria:

- a) The proposed revision (subdivision) conforms to all applicable requirements for the zone district(s) in which the property is located;
- b) The proposed revision (subdivision) substantially conforms to all other applicable requirements of this code and town resolutions; and
- c) The proposed revision (subdivision) is consistent with the applicable portions of the Master Plan in the reasonable judgement of the approving body.

## **ANALYSIS**

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### **COLORADO COMMON INTEREST OWNERSHIP ACT (CCIOA)**

Colorado Common Interest Ownership Act (CCIOA) is Colorado's comprehensive law governing common interest communities, such as condominiums, cooperatives, planned communities, and homeowners associations (HOAs). It was enacted in 1992 and is found in Colorado Revised Statutes §§ 38-33.3-101 through 38-33.3-319. CCIOA aims to balance the needs of the community with the rights of individual property owners, ensuring fair and transparent governance while allowing associations to effectively manage shared resources and maintain property values.

The community established with this development consists of *air space units* and *townhome units*, the difference between unit types are the unit boundaries and the ongoing responsibilities for maintenance of the unit areas. The boundaries of the units referred to as *townhome units* consist of the entire structure (interior and exterior). The obligations of owners of the townhome units to maintain their units are broader than that of the air space units. Townhome unit owners are also entitled to utilize their yard, driveways, walkways to the front door of the unit, which have all been labelled as a "limited common element" (LCE) to create the distinction that it is not a general common element (GCE), it is not available for use of the entire Condo Association. Air space units have more general common elements for the structural components of each building, with the Association having responsibility for those repair and maintenance needs.

Usage rights have been defined by the Plat with the Declarations, both of which will be recorded upon approval and final signatures. In case there is something that needs to be edited for clarity in either document, staff included in their recommendation a condition that states, "Prior to the Town recording the Condominium Plat with the Ouray County Clerk and Recorder's Office, all clerical, grammatic, technical, and procedural non-material amendments to application materials be made as necessary to ensure the ability to enforce and administer the provisions pursuant to the Ridgway Municipal Code standards."

### **COMPLIANCE WITH THE MASTER PLAN**

This parcel is identified as *Mixed-Use Business* on the Future Land Use Map of the 2019 Master Plan. This anticipates the following land uses and development patterns on this parcel:

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

The project is in general conformance with the goals and policies identified within the 2019 Master Plan and the Future Land Use Map. Figure 2 depicts the Future Land Use classification of the subject property and surrounding area. The Master Plan provides important insight into the community's vision. Though these goals are not firm requirements, it is important that the applicant showcase the various ways their project meets these goals.

Based on the review of the proposed development, the following Master Plan policies and goals appear to be met by the proposed project:

- ENV-2: Strengthen the Uncompahgre River corridor as a community and environmental resource.
- COM-1: Maintain Ridgway as a community that is accessible to a range of income levels, ages, and households.
- COM-2: Encourage a diversity of housing options that meet the needs of residents.
- CHR-1: Support vibrant, diverse, safe, and well-connected neighborhoods.
- CHR-5: Promote a range of opportunities and spaces for community gatherings and interactions.
- CHR-6: Maintain and enhance Ridgway's gateways, entry-corridors, and scenic vistas.
- CHR-7: Develop an interconnected system of parks, trails, open space, and recreational facilities that meets the needs of Ridgway's residents and visitors.



Figure 2. Future Land Use Map

- GRO-2: Ensure public infrastructure, utilities, facilities, and services are sufficient to meet the needs of residents and business as the town grows.
- GRO-4: Develop a safe and efficient multi-modal transportation system, balancing the needs of all users.

## LAND USES

The applicant is developing a mixed-use development that offers approximately 3,983 square feet of commercial uses and a total of 38 residential dwelling units on the 4.29-acre parcel.

The property is zoned GC General Commercial. The Planned Unit Development was processed under the old version of the RMC. In the old code, Section 7-3-16(C)(1) explains that all uses by right and conditional uses may be permitted in a PUD when they are approved as part of the PUD. The Riverfront Village PUD allows for all uses allowed by right in the GC zone district in addition to the following uses which require conditional approval in the GC zone district:

- Townhouse dwellings, Triplex dwellings, and Fourplex dwellings.
- Buildings 27' to 35' in height or containing more than 10,000 square feet of gross floor area.



Figure 3. Zoning Map (GC)

## RESIDENTIAL USES

As noted above, there are 38 total residential units proposed in this development for a total residential density of 8.8 units per acre. The residential units are proposed in a mix of structure types from attached duplex units to townhomes, and multi-family buildings.

## COMMERCIAL USES

The only building currently providing commercial uses for the entire development is in building CM. 3,983 square feet of "ground floor retail commercial" is proposed. This building is located along the eastern portion of the property and is laid out parallel to US 550.

## PUBLIC ACCESS AREAS

Approximately 11.8% of the project area is public use area. This area includes the river trail, river park, commercial plaza, and the sidewalk from the river to the CM building.

Park: The developer proposes a shelter to be installed at the park and will be responsible for installing and maintaining all improvements. The park is intended to be for passive use. This would include landscaping, shelters, and minimum improvements and will not include any recreational programming. The developer would like this to remain a quiet and relaxing amenity where residents of the project and the general public can enjoy the natural beauty of this location.

Pedestrian Connection: To address the needed connection between HWY 550 and the river trail, the property will include a public access easement along the southern property line and the emergency access easement to provide a public connection through the property that is not invasive on the future residents. This is depicted as an 8' pedestrian easement on Sheet 2 of the final plat and PUD.



### **PARKING**

A rate of 1 space per 250 square feet was used to calculate the required parking for building CM. This is consistent with the general retail parking requirements. If a more intense use such as a restaurant or convenience store go into the CM building, there may be additional parking required. The RMC requires 1 space per multi-family dwelling unit and 2 spaces per single family and duplex uses. Based on these calculations, the project requires 64 parking spaces, and 98 total spaces are provided.

A total of 42 surface parking spaces are provided on the site. These are adequate for the needs of Building CM and additional guest parking for the residential units. Each residential building provides private parking spaces for each unit. The table below depicts the required and provided parking spaces.

### **ACCESS & INTERNAL CIRCULATION**

HWY550: The primary access point along US 550 will serve as access to the commercial uses, the 38 residential units, and be the primary access point for Lot 2, Triangle Subdivision which is the parcel south of and adjacent to this project adjacent to HWY 550. The existing and proposed access easements have been clarified throughout the plat and provide adequate access to Lot 2. Colorado Department of Transportation has granted a State Highway Access Permit (no. 520008)

Emergency Access: There is a secondary access point to HWY 550 in the area of the current dirt access. This is an emergency access only and will have a breakaway barrier installed. An easement is recorded under Rec. No. 163083.

Internal Circulation: All internal roadways are privately owned and maintained. The internal roadways are identified as a minimum of 24' which appears to be adequate for residential use. A 15' emergency access easement and gravel access road is provided along the south and east sides of Building M3.

Access Road: An access road, named Jasper Place, is provided at a 24' width to provide access from HWY 550 to Riverfront Lane (the residential area of the project) as well as extending further to the southeast to provide access to parking for the CM building and, eventually, to Lot 2 to the south of this project.

### **STAFF RECOMMENDATION**

Upon review of the application against applicable Town standards, staff recommends that the Town of Ridgway Planning Commission approve the Condominium Plat with the following conditions:

1. Prior to the Town recording the Condominium Plat with the Ouray County Clerk and Recorder's Office, payment must be made 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.
2. Prior to the Town recording the Condominium Plat with the Ouray County Clerk and Recorder's Office, all clerical, grammatic, technical, and procedural non-material amendments to application materials be made as necessary to ensure the ability to enforce and administer the provisions pursuant to the Ridgway Municipal Code standards.

### **RECOMMENDED MOTIONS – CONDOMINIUM SUBDIVISION PLAT**

"I move to approve the Condominium Plat for the Riverfront Village PUD finding that the criteria set forth in Section 7-5-2(H)(3) of the RMC have been met, with the following conditions:

1. Prior to the Town recording the Condominium Plat with the Ouray County Clerk and Recorder's Office, all remaining fees shall be paid by the developer, as applicable;

2. Utility service shall be installed as appropriate to serve the development ahead of Certificates of Occupancy being issued for each building (or unit); and
3. Prior to the Town recording the Condominium Plat with the Ouray County Clerk and Recorder's Office, all clerical, grammatic, technical, and procedural non-material amendments to application materials be made as necessary to ensure the ability to enforce and administer the provisions pursuant to the Ridgway Municipal Code standards."

**Alternative Motion:**

**Approval with PC Added Conditions:**

"I move to approve the Condominium Plat for the Riverfront Village PUD finding that the criteria set forth in Section 7-5-2(H)(3) of the RMC have been met, with the following conditions:

1. Prior to the Town recording the Condominium Plat with the Ouray County Clerk and Recorder's Office, all remaining fees shall be paid by the developer, as applicable;
2. Utility service shall be installed as appropriate to serve the development ahead of Certificates of Occupancy being issued for each building or unit, as applicable;
3. Prior to the Town recording the Condominium Plat with the Ouray County Clerk and Recorder's Office, all clerical, grammatic, technical, and procedural non-material amendments to application materials be made as necessary to ensure the ability to enforce and administer the provisions pursuant to the Ridgway Municipal Code standards;
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_"

**Denial:**

"I move to deny the Riverfront Village Condominium Subdivision Plat finding that the criteria set forth in Section 7-5-2(H)(3) of the RMC have not been met."

**ATTACHMENTS**

1. Application and Support Materials
2. Riverfront Village Condominium Subdivision Plat  
dated 5/07/2025





# APPLICATION

Official Use Only:

Receipt # \_\_\_\_\_

Date received \_\_\_\_\_

Initials \_\_\_\_\_

## General Information

Applicant Name

Jake Cantor/Alpine Homes-Ridgway, LLC,

Mailing Address

301 Hillside Lane, Telluride CO 81435

Phone Number

(813)403-9646

Owner Name

Alpine Homes-Ridgway, LLC, a Colorado limited liability com

Phone Number

(813)403-9646

Address of Property for Hearing

TBD HWY550, Ridgway, CO, 81432

Zoning District

GC (General Commercial)

Application Date

April 4, 2025

Email

301 Hillside Lane, Telluride CO 81435

Email

jake@cantorpartners.com

## Brief Description of Requested Action

Condo Map review for Riverfront Village Condominiums; Lot 1R, Triangle Subdivision, Ridgway. See Narrative for further details

## Action Requested and Required Fee Payable to the Town of Ridgway

### Land Use Applications

<input type="checkbox"/> Administrative Adjustment	\$150.00	<input type="checkbox"/> Minor Amendment to Conditional Use Permit	\$100.00
<input type="checkbox"/> Appeal of Planning Decision	\$250.00	<input type="checkbox"/> Site Plan Review	\$1000.00
<input type="checkbox"/> Conditional Use Permit	\$250.00	<input type="checkbox"/> Temporary Use Permit	\$150.00
<input type="checkbox"/> PUD Zoning	\$1500.00 + \$25.00 per lot or unit	<input type="checkbox"/> Variance	\$250.00
<input type="checkbox"/> Major Amendment PUD	\$500.00	<input type="checkbox"/> Zoning Map Amendment	\$250.00
<input type="checkbox"/> Minor Amendment PUD	\$250		

### Subdivisions

<input type="checkbox"/> Amended Plat	\$250.00	<input type="checkbox"/> Resubmittal of Preliminary Plat	\$750.00 + \$25.00 per lot or unit
<input type="checkbox"/> Boundary or Lot Line Adjustment	\$300.00	<input type="checkbox"/> Final Plat	\$600.00
<input type="checkbox"/> Building Footprint	\$150.00	<input type="checkbox"/> Minor Subdivision	\$1500.00 + \$50.00 per lot or unit
<input checked="" type="checkbox"/> Condominium	\$500.00	<input type="checkbox"/> Resubdivision	\$600.00
<input type="checkbox"/> Lot Consolidation	\$300.00	<input type="checkbox"/> Right-of-Way Vacation	\$600.00
<input type="checkbox"/> Sketch Plan	\$300.00 + \$10.00 per lot or unit	<input type="checkbox"/> Town House	\$500.00
<input type="checkbox"/> Preliminary Plat	\$1500.00 + \$25.00 per lot or unit		

### Signs

<input type="checkbox"/> Master Sign Plan	\$150.00	<input type="checkbox"/> Master Sign Plan, Appeal	\$250
<input type="checkbox"/> Master Sign Plan, Minor Change	\$50.00	<input type="checkbox"/> Sign Permit	\$35.00 per sign
<input type="checkbox"/> Master Sign Plan, Major Change	\$150.00		

### Miscellaneous Applications

<input type="checkbox"/> Amendment to Zoning Regulations	\$200.00	<input type="checkbox"/> Other Reviews	\$250.00
<input type="checkbox"/> Annexation	\$1500.00	<input type="checkbox"/> Outdoor Lighting Appeal	\$250.00
<input type="checkbox"/> Construction Documents	\$1000.00	<input type="checkbox"/> Outdoor Light Variance	\$250.00
<input type="checkbox"/> Deviation from Residential, Commercial, or Industrial Design Standards	\$175.00	<input type="checkbox"/> Site Specific Development Plan	\$50.00
<input type="checkbox"/> Mobile Homes or Factory-built housing set up within a lawful mobile home park	\$200.00	<input type="checkbox"/> Statutory Vested Rights	\$1500.00
<input type="checkbox"/> Nonconforming Use, Changev	\$150.00	<input type="checkbox"/> Zoning or Land Use Compliance Letters	\$100.00

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

*The Town Council, in its sole discretion, may defer, reduce and/or waive certain land use fees for projects demonstrating significant public benefit such as perpetual, deed-restricted affordable or workforce housing projects.*



## Application Signatures

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Please note that incomplete applications will be rejected.

Contact with a Planning Commission or Town Council member regarding your application constitutes *ex parte* communication and could disqualify that Commissioner of Councilor from participating in your hearing.

Please contact staff with any questions.

### Applicant Signature

Jake Cantor

Digitally signed by Jake Cantor  
Date: 2025.04.04 09:37:19 -06'00'

### Date

April 4, 2025

### Owner Signature

Joel Cantor

Digitally signed by Joel Cantor  
Date: 2025.04.04 09:37:11 -06'00'

### Date

April 4, 2025

## Town of Ridgway, Colorado Acknowledgment of Fees and Costs

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

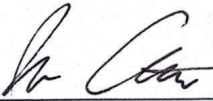
Applicant and Owner acknowledge that no plat shall be recorded, improvement accepted, lien released, building permit issued, tap approved or final approved action taken until all fees then due are paid to the Town.

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

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

Acknowledge this 4th day of April, 20 25.

### APPLICANT:

By:   
(Signature)

Jake Cantor, authorized signer  
(Print Name)

### PROPERTY OWNER:

By: Joel Cantor  
(Signature)

Digitally signed by Joel Cantor  
Date: 2025.04.04 09:37:47 -06'00'

Joel Cantor, authorized signer  
(Print Name)



## NARRATIVE FOR CONDOMINIUM SUBDIVISION PLAT/MAP REVIEW FOR THE RIVERFRONT VILLAGE CONDOMINIUMS

Date: April 4, 2025

### Ownership and Description of Property.

Alpine Homes-Ridgway, LLC, a Colorado limited liability company ("**Owner**") is the current, fee title owner of certain property described as Lot 1R, Triangle Subdivision, Town of Ridgway, Ouray County, Colorado and is more particularly described on attached **Exhibit "A"** ("**Property**"). The Property is adjacent to and fronts on Highway #550, which is located to the east. CDOT has issued an access permit for the Property, confirming that there is sufficient access to accommodate the development contemplated in the Project. The Property is classified in the General Commercial Zone.

A copy of a current title policy showing the vesting of title to the Property in the name of the applicant and a listing of all liens, encumbrances, agreements, easements and other exceptions is attached **Exhibit "B"**. There is a construction loan on the Property and a separate lender consent will be obtained from the lender and recorded with the condominium map. Based upon its review of the Title Policy, the Applicant has determined that there does not appear to be any severed mineral rights that are associated with the Property.

The Property was platted as one lot, which is evidenced by the Plat recorded in Reception No. 236326 December 26, 2023. The platted lot is a generally triangle shaped parcel containing approximately 4.29 acres and is included within the incorporated boundaries of the Town of Ridgway. The Property is depicted on the Condominium Plat/Map for the Riverfront Village Condominiums, copies of which are being submitted with the Application and this Narrative. The Property has been improved with onsite and offsite infrastructure improvements as well as buildings and related site improvements accommodating a series of separately established condominium units and duplex units, consistent with prior reviews and approvals by the Town.

### Information about the Applicant and Owner

Name of Owner and Applicant:

Alpine Homes-Ridgway, LLC, a Colorado limited liability company c/o Jake Cantor

Address: 301 Hillside Lane, Telluride CO 81435

Phone: (813)403-9646

Email: [jake@cantorpartners.com](mailto:jake@cantorpartners.com)

### Summary of Application.

Applicant is submitting its application ("**Application**") for approval of its Condominium Plat/Map For The Riverfront Village Condominiums ("**Riverfront Village Condominiums Plat/Map**") with the Town of Ridgway ("**Town**"), which is being compiled and will be reviewed in accordance with applicable provisions of the Ridgway Municipal Code ("**Code**"). The Town previously approved Preliminary and Final Subdivision and PUD applications for the Property, authorizing the development of a certain mixed use development project referred to as The Riverfront Village Condominiums ("**Project**"), which is summarized below.

The project includes a total of 10 buildings located on Lot 1R. In approving the Final and Preliminary PUD/Subdivision approval, the Town approved a total of 38 residential dwelling units, of which 4 are being deed restricted for employee housing and 3,983sf of commercial space. The Employee Housing Units consist of Units 202 and 203 Building CM; and Units 102 and 202, Building M3.



The buildings and associated uses are shown as follows:

**Table One**  
**Summary of the Project**

<b>Building</b>	<b>Commercial Sq Ft</b>	<b>Residential DU</b>	<b>Parking Spaces</b>
Building CM	3,983sf	4 du's, Including two employee housing units	34 total 26 commercial 8 residential
Buildings M1A and M1B		6 du's	13
Buildings M2		8 du's	21 (including 5 visitor spaces)
Buildings M3		10 du's, Including two employee housing units	22 (including 4 visitor spaces)
Buildings D1-D5		10 du's	20
<b>Totals</b>	<b>3,913sf</b>	<b>38 du's</b>	<b>110</b>

The Riverfront Village Condominiums is an existing common interest ownership community formed under the Colorado Common Interest Ownership Act ("CCIOA"), with the recordation of the Riverfront Village Condominiums Declaration. As contemplated in prior applications submitted to the Town by the Applicant, the Town reviewed and approved applications involving the Project. This included a subdivision/PUD review process in which the Applicant indicated that the development of the Project would occur on one platted lot. The Town approvals further recognized that the approved buildings contained certain residential and commercial units that would be constructed and then integrated into a condominium community formed in accordance with CCIOA. The Declaration contemplated that at such time that the buildings, units and other improvements authorized by the Town were constructed on the Property, the owner would submit the Riverfront Village Condominiums Plat/Map. The Owner/Applicant is recording an amended/restated declaration for the Riverfront Village Condominiums with the recordation of the Riverfront Village Condominiums Plat/Map to reflect updated terms and conditions of the management, administration and use of the common elements and condominium units in the community. The Riverfront Village Condominiums Plat/Map establish the dimensions of each particular building and units and common elements integrated into the building. The Applicant is submitting the Riverfront Village Condominiums Plat/Map to reflect the creation of the buildings and units that comprise the Riverfront Village Condominiums previously approved by the Town and to annex the completed buildings, units and other improvements into the Riverfront Village Condominiums to enable the sale and conveyance of the condominium units to third parties. The Riverfront Village Condominiums Plat/Map is drafted in a manner that is compliant with the requirements of CCIOA and Ridgway laws. No new lots are being created or subdivided with the recordation of the Map.

The limited purpose of this Application is to secure Town approval for the recordation of the Riverfront Village Condominiums Plat/Map. The Riverfront Village Condominiums Plat/Map depicts the completed improvements in the Project, including the separate buildings and individual condominium units, which is required under CCIOA to be able to sell, transfer and convey individual condominium units. The development indicated on the Riverfront Village Condominiums Plat/Map is consistent with prior Town approvals and no new or additional development is being proposed by this Application. This is the final step in the implementation of the development approvals for the Project. Applicant requests that the Town schedule the Application (described below) for appropriate review and action by the Town.

Respectfully Submitted

**OWNER/APPLICANT**

Alpine Homes-Ridgway, LLC,  
a Colorado limited liability company

By:  \_\_\_\_\_  
Jake Cantor

**Exhibit "A"**  
**(Description of Property)**

Lot 1R, Riverfront Village PUD/Subdivision, Town of Ridgway, per the Replat recorded on December 26, 2023 in Reception No. 236326



**Exhibit “B”**  
**(Title Work)**

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: OUC85010091

**Property Address:**

TBD HIGHWAY 550, RIDGWAY, CO 81432

**1. Effective Date:**

03/21/2025 at 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

"TBD" Commitment

\$0.00

Proposed Insured:

A BUYER TO BE DETERMINED

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

FEE SIMPLE

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

ALPINE HOMES-RIDGWAY, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

LOT 1R, RIVER FRONT RILLAGE PLANED UNIT DEVELOPMENT, ACCORDING TO THE PLAT THEREOF  
RECORDED DECEMBER 26, 2023 UNDER RECEPTION NO. [236326](#), COUNTY OF OURAY, STATE OF  
COLORADO.

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**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part I**  
**(Requirements)**

**Order Number:** OUC85010091

**All of the following Requirements must be met:**

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

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

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

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

The following will be required should the Company be requested to issue a future commitment to insure:

1. RECORDATION OF THE CONDOMINIUM MAP.
2. RECORDATION OF THE CONDOMINIUM DECLARATION.
3. RELEASE OF DEED OF TRUST DATED JANUARY 07, 2024 FROM ALPINE HOMES-RIDGWAY, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF OURAY COUNTY FOR THE USE OF BANK OF AMERICA, N.A. TO SECURE THE SUM OF \$29,663,000.00 RECORDED JANUARY 22, 2024, UNDER RECEPTION NO. [236426](#).

SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF LEASES AND RENTS AND OTHER INCOME RECORDED JANUARY 22, 2024, UNDER RECEPTION NO. [236427](#).

SAID DEED OF TRUST WAS FURTHER SECURED IN CONDITIONAL ASSIGNMENT OF CONDOMINIUM UNIT SALE CONTRACTS, CONDOMINIUM DOCUMENTS AND CONDOMINIUM DECLARANT'S RIGHTS RECORDED JANUARY 22, 2024, UNDER RECEPTION NO. [236428](#).

DISBURSER'S NOTICE IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED JANUARY 22, 2024, UNDER RECEPTION NO. [236429](#).

4. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR ALPINE HOMES-RIDGWAY, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED DECEMBER 28, 2023 UNDER RECEPTION NO. [236333](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES JOEL CANTOR AS MANAGER AND JAKE CANTOR ,AS AUTHORIZED AGENT, AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

5. SPECIAL WARRANTY DEED FROM ALPINE HOMES-RIDGWAY, LLC, A COLORADO LIMITED LIABILITY COMPANY TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

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

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

B. IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTIONS AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH, ITEM 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED.

C. UPON RECEIPT OF PROOF OF PAYMENT OF ALL PRIOR YEARS' TAXES AND ASSESSMENTS, ITEM 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2024 AND SUBSEQUENT YEARS.

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** OUC85010091

**All of the following Requirements must be met:**

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

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

Order Number: OUC85010091

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RIGHTS OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED JUNE 13, 1951, IN BOOK 103 AT PAGE [508](#).
9. SUBJECT TO ANNEXATION PLAT OF SUNSET ENTERPRISES ADDITION FILED MARCH 10, 1980 UNDER RECEPTION NO. [127944](#) AND ANNEXATION ORDINANCE RECORDED MARCH 10, 1980 IN BOOK 194 AT PAGE [343](#).
10. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT GRANTED TO US WEST COMMUNICATIONS, INC. RECORDED NOVEMBER 22, 1991 IN BOOK 217 AT PAGE [791](#).
11. NOTES, EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS AS CONTAINED ON THE RECORDED PLATS FILED APRIL 22, 1992 UNDER RECEPTION NO. [150643](#), RECORDED DECEMBER 8, 1994 UNDER RECEPTION NO. [158254](#) AND RECORDED JANUARY 26, 1995 UNDER RECEPTION NO. [158652](#).
12. SUBJECT TO NOTICE CONCERNING UNDERGROUND FACILITIES OF SAN MIGUEL POWER ASSOCIATION RECORDED JUNE 22, 1993 IN BOOK 227 AT PAGE [145](#).
13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT RECORDED NOVEMBER 16, 2022 UNDER RECEPTION NO. [233547](#).

## ALTA COMMITMENT

### Old Republic National Title Insurance Company

#### Schedule B, Part II

#### (Exceptions)

Order Number: OUC85010091

14. MATTERS DISCLOSED ON ALTA / NSPS LAND TITLE SURVEY PREPARED BY TIMOTHY A. PASEK, CERTIFIED NOVEMBER 13, 2023, JOB NO. J23-058

SAID DOCUMENT STORED AS OUR IMAGE [63838275](#)

A: FENCE IS NOT COINCIDENT WITH PROPERTY LINE.

15. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF RIVERFRONT VILLAGE PLANNED UNIT DEVELOPMENT RECORDED DECEMBER 26, 2023 UNDER RECEPTION NO. [236326](#); AND ON PLAT RECORDED APRIL 23, 2024 UNDER RECEPTION NO. [236943](#).
16. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DECLARATION FOR RIVERFRONT VILLAGE CONDOMINIUMS RECORDED DECEMBER 28, 2023, UNDER RECEPTION NO. [236334](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT FOR UNDERGROUND POLWER LINE AND RELATED FACILITIES AND EASEMENT TERMINATION AGREEMENT RECORDED DECEMBER 28, 2023 UNDER RECEPTION NO. [236335](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AMENDED AND RESTATED ACCESS AND SIGNAGE EASEMENT AGREEMENT RECORDED DECEMBER 28, 2023 UNDER RECEPTION NO. [236336](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EMERGENCY ACCESS EASEMENT AGREEMENT RECORDED DECEMBER 28, 2023 UNDER RECEPTION NO. [236337](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PUBLIC MAIN UTILITY AND RELATED ACCESS EASEMENT AGREEMENT RECORDED DECEMBER 28, 2023 UNDER RECEPTION NO. [236338](#).
21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED JANUARY 09, 2024 UNDER RECEPTION NO. [236376](#).
22. THOSE PROVISIONS, COVENANTS AND CONDITIONS, EASEMENTS, AND RESTRICTIONS, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW WHICH ARE A BURDEN TO THE CONDOMINIUM UNIT DESCRIBED IN SCHEDULE A, AS CONTAINED IN \_\_\_\_\_ RECORDED \_\_\_\_\_, UNDER RECEPTION NO. \_\_\_\_\_.
23. ANY COVENANTS, AGREEMENTS, ASSESSMENTS AND/OR EASEMENTS FOR PUBLIC UTILITIES, SEWER, DRAINAGE AND OTHER INCIDENTAL PURPOSES THAT AFFECT THE COMMON ELEMENTS ONLY, AS SHOWN ON THE MAP OF \_\_\_\_\_ RECORDED \_\_\_\_\_ UNDER RECEPTION NO. \_\_\_\_\_.

**From:** [Thomas Kennedy](#)  
**To:** [Joel Cantor](#)  
**Cc:** [Shay Coburn](#); [John Simon](#)  
**Subject:** RE: triangle subdivision sketch plan - initial review  
**Date:** Friday, March 13, 2020 2:35:19 PM  
**Attachments:** [Commitment.3.20.pdf](#)

---

Shay, attached is the title work for the property, as indicated there are no severed mineral estate interests noted in the title commitment, that is the evidence you are asking for to confirm these circumstances. Please call if you have questions about this 970-708-1800

Thank You  
Tom Kennedy

\*\*\*\*\*

The Law Offices of Thomas G. Kennedy  
P.O. Box 3081 (Mailing Address)  
The Willow Professional Building  
307 East Colorado Avenue, Suite 203  
Telluride, Colorado 81435  
Voice: (970)728-2424  
Fax: (970)728-9439  
Email Address [tom@tklaw.net](mailto:tom@tklaw.net)

**CONFIDENTIALITY NOTICE:**

This message is confidential and may be privileged.  
If you believe that this email has been sent to you in error, please do not open any attachment and then notify the sender that you have erroneously received this message and delete this email message and any attachments. Thank you.

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**From:** Joel Cantor <[joel@cantorpartners.com](mailto:joel@cantorpartners.com)>  
**Sent:** Friday, March 13, 2020 2:12 PM  
**To:** Tom Kennedy, Esq. <[tom@tklaw.net](mailto:tom@tklaw.net)>  
**Cc:** Shay Coburn <[scoburn@town.ridgway.co.us](mailto:scoburn@town.ridgway.co.us)>; John Simon <[jls@q.com](mailto:jls@q.com)>  
**Subject:** Re: triangle subdivision sketch plan - initial review

Tom- see below note about notice. Can you handle that. Thanks. Joel

On Mar 13, 2020, at 2:05 PM, Shay Coburn <[scoburn@town.ridgway.co.us](mailto:scoburn@town.ridgway.co.us)> wrote:

Hi Joel,

After an initial review of the sketch plan submittal I have a few questions:

1. The Authorization of Agent and Acknowledgement of Fees forms are signed by Glen Becker. I need some sort of documentation that proves that Glen can sign on behalf of Alpine Homes-Ridgway, LLC. Or per the Statement of Authority document provided you, Joel Cantor, can sign the two forms for Alpine Homes-Ridgway, LLC and resubmit them. I have attached both forms if you decide to go that route. Once I have this, I can work directly with John Simone.
2. Per 7-4-5(A)(2)(d)(6) you must submit estimated construction costs. Do you have additional details you could provide that support that estimate? I think the commission will want to see more than just the total number. I have the attached from your first sketch plan submittal but I am not sure it is that helpful either.
3. Per 7-4-5(A)(8) you are required to provide notice at least 30 days prior to the Planning Commission hearing to any mineral estate owners. Have you done this yet? If there are no mineral estate owners, I need proof of that.

Thanks,  
Shay

<image001.jpg>

**Shay Coburn**  
Town Planner

**RIDGWAY TOWN HALL**

PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432  
970.626.5308 ext. 222 | [scoburn@town.ridgway.co.us](mailto:scoburn@town.ridgway.co.us)

<04 Cost Estimate.pdf>

<Authorization of Agent.pdf>

<2016.09.14 (Fee Acknowledgment) Chapter 7.pdf>



<b>COLORADO DEPARTMENT OF TRANSPORTATION</b> <b>STATE HIGHWAY ACCESS PERMIT</b>			CDOT Permit No. <b>520008</b>
			State Highway No / Mp / Side 550B / 103.89 / Left
Permit Fee \$300.00	Date of Transmittal 05/21/2020	Region / Section / Patrol / Name 5 / 03 / 15	Local Jurisdiction Ouray

<b>The Permittee(s):</b>  Joel Cantor Alpine Homes-Ridgway, LLC 301 Hillside Lane Telluride, Colorado 81435 (813) 507-4005	<b>The Applicant(s):</b>  Skip Hudson TurnKey Consulting LLC 1885 Denver West Ct., #1323 Golden, Colorado 80401
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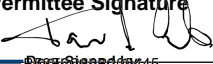
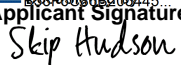
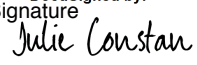
is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.

Location: Access to be located on the West side of State Highway 550, a distance of approximately 4699 feet North from Milepost 103.

Access to Provide Service to:	(Land Use Code)	(Size)	(Units)
	<b>810 - Retail-General Merchandise</b>	<b>4000</b>	<b>SqFt</b>
	<b>230 - Residential Condominium/Townhouse</b>	<b>38</b>	<b>Each</b>
	<b>831 - Quality Restaurant</b>	<b>2400</b>	<b>SqFt</b>
	<b>882 - Marijuana Dispensary</b>	<b>2448</b>	<b>SqFt</b>
	<b>710 - General Office Building</b>	<b>4000</b>	<b>SqFt</b>
	<b>829 - Coffee Shop</b>	<b>864</b>	<b>SqFt</b>

**Additional Information:**

\* See attached pages 2-3 of Form 101, and all other attachments, enclosures, and exhibits for additional terms and conditions. \*

<b>MUNICIPALITY OR COUNTY APPROVAL</b> Required only when the appropriate local authority retains issuing authority.			
Signature N/A	Print Name	Date	Title
Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from Initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.  <b>The permittee shall contact Shay Hatch with the Colorado Department of Transportation, at (970) 385-8362 to schedule a pre-construction inspection at least 5 days prior to desired construction start date.</b>  The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.			
DocuSigned by: <b>Permittee Signature</b> 	Print Name Joe Cantor	Date 5/22/2020   12:46 PM MDT	
DocuSigned by: <b>Applicant Signature</b> 	Print Name Skip Hudson	Date 5/22/2020   11:03 AM MDT	
This permit is not valid until signed by a duly authorized representative of the Department. <b>COLORADO DEPARTMENT OF TRANSPORTATION</b> DocuSigned by: 			
Signature	Print Name	Title	Date (of issue)
Julie Constan	Julie Constan	Traffic Program Engineer	5/22/2020   2:09 PM MDT

1.Region	3.Staff Access Section	Local Authority	Inspector
2.Applicant	4.Central Files	MTCE Patrol	Traffic Engineer

## State Highway Access Permit Form 101, Page 2

The following paragraphs are excerpts of the State Highway Access Code. These are provided for your convenience but do not alleviate compliance with all sections of the Access Code. A copy of the State Highway Access Code is available from your local issuing authority (local government) or the Colorado Department of Transportation (Department). When this permit was issued, the issuing authority made its decision based in part on information submitted by the applicant, on the access category which is assigned to the highway, what alternative access to other public roads and streets is available, and safety and design standards. Changes in use or design not approved by the permit or the issuing authority may cause the revocation or suspension of the permit.

### APPEALS

1. Should the permittee or applicant object to the denial of a permit application by the Department or object to any of the terms or conditions of a permit placed there by the Department, the applicant and permittee (appellant) have a right to appeal the decision to the [Transportation] Commission [of Colorado]. To appeal a decision, submit a request for administrative hearing to the Transportation Commission of Colorado within 60 days of transmittal of notice of denial or transmittal of the permit for signature. Submit the request to the Transportation Commission of Colorado, 4201 East Arkansas Avenue, Denver, Colorado 80222-3400. The request shall include reasons for the appeal and may include changes, revisions, or conditions that would be acceptable to the permittee or applicant.
2. Any appeal by the applicant or permittee of action by a local issuing authority shall be filed with the local authority and be consistent with the appeal procedures of the local authority.
3. In submitting the request for administrative hearing, the appellant has the option of including within the appeal a request for a review by the Department's internal administrative review committee pursuant to [Code] subsection 2.10. When such committee review is requested, processing of the appeal for formal administrative hearing, 2.9(5) and (6), shall be suspended until the appellant notifies the Commission to proceed with the administrative hearing, or the appellant submits a request to the Commission or the administrative law judge to withdraw the appeal. The two administrative processes, the internal administrative review committee, and the administrative hearing, may not run concurrently.
4. Regardless of any communications, meetings, administrative reviews or negotiations with the Department or the internal administrative review Committee regarding revisions or objections to the permit or a denial, if the permittee or applicant wishes to appeal the Department's decision to the Commission for a hearing, the appeal must be brought to the Commission within 60 days of transmittal of notice of denial or transmittal of the permit.

### PERMIT EXPIRATION

1. A permit shall be considered expired if the access is not under construction within one year of the permit issue

date or before the expiration of any authorized extension. When the permittee is unable to commence construction within one year after the permit issue date, the permittee may request a one year extension from the issuing authority. No more than two one-year extensions may be granted under any circumstances. If the access is not under construction within three years from date of issue the permit will be considered expired. Any request for an extension must be in writing and submitted to the issuing authority before the permit expires. The request should state the reasons why the extension is necessary, when construction is anticipated, and include a copy of page 1 (face of permit) of the access permit. Extension approvals shall be in writing. The local issuing authority shall obtain the concurrence of the Department prior to the approval of an extension, and shall notify the Department of all denied extensions within ten days. Any person wishing to reestablish an access permit that has expired may begin again with the application procedures. An approved Notice to Proceed, automatically renews the access permit for the period of the Notice to Proceed.

### CONSTRUCTION

1. Construction may not begin until a Notice to Proceed is approved. (Code subsection 2.4)
2. The construction of the access and its appurtenances as required by the terms and conditions of the permit shall be completed at the expense of the permittee except as provided in subsection 2.14. All materials used in the construction of the access within the highway right-of-way or on permanent easements, become public property. Any materials removed from the highway right-of-way will be disposed of only as directed by the Department. All fencing, guard rail, traffic control devices and other equipment and materials removed in the course of access construction shall be given to the Department unless otherwise instructed by the permit or the Department inspector.
3. The permittee shall notify the individual or the office specified on the permit or Notice to Proceed at least two working days prior to any construction within state highway right-of-way. Construction of the access shall not proceed until both the access permit and the Notice to Proceed are issued. The access shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within the highway right-of-way. A construction time extension not to exceed 30 working days may be requested from the individual or office specified on the permit.
4. The issuing authority and the Department may inspect the access during construction and upon completion of the access to ensure that all terms and conditions of the permit are met. Inspectors are authorized to enforce the conditions of the permit during construction and to halt any activities within state right-of-way that do not comply with the provisions of the permit, that conflict with concurrent highway construction or maintenance work, that endanger highway property, natural or cultural resources protected by law, or the health and safety of workers or the public.
5. Prior to using the access, the permittee is required to complete the construction according to the terms and conditions of the permit. Failure by the permittee to abide

by all permit terms and conditions shall be sufficient cause for the Department or issuing authority to initiate action to suspend or revoke the permit and close the access. If in the determination of the Department or issuing authority the failure to comply with or complete the construction requirements of the permit create a highway safety hazard, such shall be sufficient cause for the summary suspension of the permit. If the permittee wishes to use the access prior to completion, arrangements must be approved by the issuing authority and Department and included in the permit. The Department or issuing authority may order a halt to any unauthorized use of the access pursuant to statutory and regulatory powers. Reconstruction or improvement of the access may be required when the permittee has failed to meet required specifications of design or materials. If any construction element fails within two years due to improper construction or material specifications, the permittee shall be responsible for all repairs. Failure to make such repairs may result in suspension of the permit and closure of the access.

6. The permittee shall provide construction traffic control devices at all times during access construction, in conformance with the M.U.T.C.D. as required by section 42-4-104, C.R.S., as amended.

7. A utility permit shall be obtained for any utility work within highway right-of-way. Where necessary to remove, relocate, or repair a traffic control device or public or private utilities for the construction of a permitted access, the relocation, removal or repair shall be accomplished by the permittee without cost to the Department or issuing authority, and at the direction of the Department or utility company. Any damage to the state highway or other public right-of-way beyond that which is allowed in the permit shall be repaired immediately. The permittee is responsible for the repair of any utility damaged in the course of access construction, reconstruction or repair.

8. In the event it becomes necessary to remove any right-of-way fence, the posts on either side of the access shall be securely braced with an approved end post before the fence is cut to prevent any slacking of the remaining fence. All posts and wire removed are Department property and shall be turned over to a representative of the Department.

9. The permittee shall ensure that a copy of the permit is available for review at the construction site at all times. The permit may require the contractor to notify the individual or office specified on the permit at any specified phases in construction to allow the field inspector to inspect various aspects of construction such as concrete forms, subbase, base course compaction, and materials specifications. Minor changes and additions may be ordered by the Department or local authority field inspector to meet unanticipated site conditions.

10. Each access shall be constructed in a manner that shall not cause water to enter onto the roadway or shoulder, and shall not interfere with the existing drainage system on the right-of-way or any adopted municipal system and drainage plan..

11. By accepting the permit, permittee agrees to save, indemnify, and hold harmless to the extent allowed by law,

the issuing authority, the Department, its officers, and employees from suits, actions, claims of any type or character brought because of injuries or damage sustained by any person resulting from the permittee's use of the access permit during the construction of the access.

#### CHANGES IN ACCESS USE AND PERMIT VIOLATIONS

1. It is the responsibility of the property owner and permittee to ensure that the use of the access to the property is not in violation of the Code, permit terms and conditions or the Act. The terms and conditions of any permit are binding upon all assigns, successors-in-interest, heirs and occupants. If any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume and or vehicle type, the permittee or property owner shall contact the local issuing authority or the Department to determine if a new access permit and modifications to the access are required.

2. When an access is constructed or used in violation of the Code, section 43-2-147(5)(c), C.R.S., of the Act applies. The Department or issuing authority may summarily suspend an access permit and immediately order closure of the access when its continued use presents an immediate threat to public health, welfare or safety. Summary suspension shall comply with article 4 of title 24, C.R.S.

#### MAINTENANCE

1. The permittee, his or her heirs, successors-in-interest, assigns, and occupants of the property serviced by the access shall be responsible for meeting the terms and conditions of the permit, the repair and maintenance of the access beyond the edge of the roadway including any cattle guard and gate, and the removal or clearance of snow or ice upon the access even though deposited on the access in the course of Department snow removal operations. Within unincorporated areas the Department will keep access culverts clean as part of maintenance of the highway drainage system. However, the permittee is responsible for the repair and replacement of any access-related culverts within the right-of-way. Within incorporated areas, drainage responsibilities for municipalities are determined by statute and local ordinance. The Department will maintain the roadway including auxiliary lanes and shoulders, except in those cases where the access installation has failed due to improper access construction and/or failure to follow permit requirements and specifications in which case the permittee shall be responsible for such repair. Any significant repairs such as culvert replacement, resurfacing, or changes in design or specifications, requires authorization from the Department.

**State Highway Access Permit****Page – 101a****Worker Safety and Health**

All workers within the State Highway right of way shall comply with their employer's safety and health policies/procedures, and all applicable U.S. Occupational Safety and Health Administration (OSHA) regulations – including, but not limited to the applicable sections of 29 CFR Part 1910 – Occupational Safety and Health Standards and 29 CFR Part 1926 – Safety and Health Regulations for Construction.

Personal protective equipment (e.g. head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed, and as specified in regulation. At a minimum, all workers in the State Highway right of way, except when in their vehicles, shall wear the following personal protective equipment:

- Head protection that complies with the ANSI Z89.1-1997 standard;
- At all construction sites or whenever there is danger of injury to feet, workers shall comply with OSHA's PPE requirements for foot protection per 29 CFR 1910.136, 1926.95, and 1926.96;
- High visibility apparel as specified in the Traffic Control provisions of this permit (at a minimum, ANSI/ISEA 107-1999, Class 2).

Where any of the above-referenced ANSI standards have been revised, the most recent version of the standard shall apply.

**Environmental Clearance**

It is the applicant's responsibility to contact the appropriate agencies and obtain all environmental clearances that apply to their activities. Such clearances may include but are not limited to Corps of Engineers 404 Permits or Colorado Discharge Permit System permits, or ecological, archeological, historical, or cultural resource clearances. The CDOT Environmental Clearances Information Summary presents contact information for agencies administering certain clearances and information about prohibited discharges; copy attached.

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**LEVEL 3 - ACCESS PERMIT TERMS & CONDITIONS**  
**FULL-MOVEMENT ACCESS WITH AUXILIARY LANES**

**A. PERMIT REQUIREMENTS SPECIFIC TO THIS ACCESS:**

1. **Permit Number 520008** is issued by the Colorado Department of Transportation (CDOT) in accordance with the 1998 Access Code and is based upon the information submitted by the Permittee.
  - a. Any changes in the herein permitted type and use and/or volume of traffic using the access, drainage, or other operational aspects shall render this permit void, requiring that a new application be submitted for review based upon currently existing and anticipated future conditions.
  - b. Upon completion of the improvements identified in this permit, Permit **520008** shall replace and void all previous access permits for this location.
  - c. If the requirements of this Permit are not satisfied or this Permit expires, the access rights will revert to the access permit issued prior to this permit. If there is no valid prior permit then the access rights and uses shall revert to the historic use.
  - d. This permit is not valid unless the land use(s) enumerated herein have been approved by the local (City/County) Land Use Planning Authority.
2. Permit Number **520008** is issued for the **construction and use** of:
  - a. A **Paved Full-Movement access** on **State Highway 550** for **Alpine Homes-Ridgway, LLC** at approximate mile marker **103.89 Left**.
  - b. A **left ingress deceleration lane** from **northbound State Highway 550** into **the access**. **Details for this lane shall be submitted by Permittee/Applicant in Exhibit "B," Reserved (Designs Plans) and approved by CDOT prior to construction.**
3. The access shall be **Paved a distance of 50 feet** from the edge of traveled way and may be paved or gravel surfaced any remaining distance within State Highway ROW. The access shall have a width of **35 feet** and radius of **50 feet**.
4. The access shall be **perpendicular** to the travel lanes of the State Highway for a minimum distance of **40 feet from the edge of pavement or to the ROW, whichever is furthestmost.** **It shall slope down and away** from the adjacent pavement edge at a rate of **two percent (2%)** for a minimum of **20 feet**, then not to exceed **eight percent (8%)** grade up or down to the ROW line.
5. **Temporary Traffic Control, with prior written approval by CDOT,** is required at all times during construction of the access in accordance with the **Traffic Control Plan (TCP) and corresponding Methods of Handling Traffic (MHT).** The **MHT's shall be developed and implemented** by a **Traffic Control Supervisor (TCS) certified** by the **American Traffic Safety Services Association (ATSSA)** or the **Colorado Contractors Association (CCA).**

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6. The category for this section of Highway **550** is **NR-B**. The access shall be in conformance with the State of Colorado State Highway Access Code, Volume Two, Code of Colorado Regulations 601-1, August 31, 1998 as amended.
7. The access shall serve a tract of land described as **Lots 1 and 2, Triangle Subdivision according to the plat thereof recorded January 26 1995 under Reception number 158652, in Ouray County County, Colorado.**
8. Incorporated as part of this permit are the following:
  - a. State Highway Access Permit pages 1-3 and Page 101a
  - b. Access Permit Terms and Conditions Pages **1 through 12**
  - c. **EXHIBIT "A,"** (Traffic Impact Study dated **April 13, 2020**)
  - d. **EXHIBIT "B," Reserved** (Plans).
  - e. CDOT Late Fall, Winter and Spring Special Provisions for Access Construction and Utility Installations
  - f. CDOT Environmental Clearances Information Summary
  - g. Water Quality Program Summary
  - h. State Highway Access Permit Application (CDOT Form No. 137) received **April 9, 2020.**
9. This Permit describes the access and improvements that will serve the following land uses:
  - a. **Existing marijuana dispensary (ITE Code 882), 2448 SF.**
  - b. **Existing coffee shop (ITE Code 829), 864 SF.**
  - c. **Residential Condominium/Townhome (ITE Code 230), 38 EA.**
  - d. **General Office Building (ITE Code 710), 4000 SF.**
  - e. **Retail-General Merchandise (ITE Code 810), 4000 SF.**
  - f. **Quality Restaurant (ITE Code 831), 2400 SF.**
10. This permit is only for the purpose stated herein. Any changes in the type, use and/or volume of traffic using the access will require a new permit.
11. The maximum traffic generation to **SH 550** via **this access** for the development listed in **9.a.-f.** above is as follows:
  - a. Alpine Homes-Ridgway, LLC mixed use subdivision – shall generate no more than a maximum of **706** daily new external vehicle trips, **69** AM Peak Hour movements, and **78** PM Peak Hour movements as identified in **EXHIBIT "A,"**.
12. If any future development impacts this State Highway connection, CDOT will review the changes and shall determine if a traffic impact study is needed. CDOT will make the determination based on the potential degradation of the access below an acceptable level of service **"C"** for the classification of **SH 550** of **National Truck Route** in **Mountainous** terrain. If in the sole judgment of CDOT a new traffic impact study is needed, it shall be completed at no cost to CDOT and the new development shall be required to mitigate any impacts revealed by the traffic impact study.
13. At the access location, **SH 550** has a posted speed limit of **60 mph NB and 45 mph SB** with

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approximate **6:1 foreslopes** and an Average Daily Traffic of **7,700** which correlates to a minimum Clear Zone of **30** feet from the edge of traveled way. The Permittee/Contractor shall take the minimum Clear Zone into consideration during the design and construction of the access.

14. Any damaged curb and gutter, sidewalk and abandoned curb cuts along the property adjacent to the State Highway shall be replaced as part of this project.
15. **All required access improvements will be installed prior to any use of this access.**
16. "Right-of-Way" means the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel or the entire width of every way declared to be a public highway by any law of this state.
17. Internal site circulation and parking must be adequate to serve the land uses described here.
18. No backing into the Right-of-Way will be allowed under any circumstances.
19. No parking within the Right-of-Way will be allowed under any circumstances.
20. Both backing into the Right-of-Way and parking within the Right-of-Way are considered to be traffic offenses and can be ticketed by any law enforcement officer of the jurisdiction in which the access is located.
21. Any violation of the above provisions may be grounds for revocation by the Department of this access permit and may result in physical closure of the access.

**B. REQUIREMENTS PRIOR TO SUBMISSION OF DESIGN PLANS:**

1. Plan development shall include:
  - a. Design Scoping - prior to beginning design, the permittee and their Design Engineer shall schedule a scoping with **CDOT prior to design commencing.**
  - b. Once 30% Design is achieved, the permittee and their Design Engineer shall schedule a Field Initial Review of the plans, specifications and Estimate (PS&E) package with CDOT.
  - c. Once 90% Design is achieved the permittee and their Design Engineer shall schedule a Final Office Review of the PS&E package with CDOT.
  - d. Once FOR comments are incorporated, the permittee/design engineer shall submit a final PS&E package for approval by CDOT.

**C. REQUIREMENTS PRIOR TO NOTICE-TO-PROCEED (NTP) FOR CONSTRUCTION:**

1. It is the responsibility of the Permittee/Applicant to determine which **environmental clearances** and/or regulations apply to the project, and to obtain any clearances that are required directly from the appropriate agency. Please refer to "CDOT Environmental Clearance



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Information Summary” for details. **FAILURE TO COMPLY WITH REGULATORY REQUIREMENTS MAY RESULT IN SUSPENSION OR REVOCATION OF THE CDOT ACCESS PERMIT, OR ENFORCEMENT ACTIONS BY OTHER AGENCIES. Prior to the request for Notice-to-Proceed (NTP), you must first contact CDOT’s Environmental Specialist at 970-385-1425, and provide the necessary environmental clearances as identified in the Permit Terms & Conditions and Permit Attachments. This office will not issue a Notice-to-Proceed (NTP) without written Environmental Clearance Certification.**

2. A **written request for a Notice to Proceed** must be submitted to this issuing office along with the following items. Only after the Permittee complies with items a through l of this section will a **Notice-to-Proceed (NTP)** be issued to allow the commencement of construction.
  - a. The Permittee shall provide **written approval** from the Local Authority for the proposed land use that will be served by the access. Granting of an access permit in no way implies CDOT concurrence or non-concurrence with the Permittee’s proposed land use.
  - b. Once the Land Use has been approved by the Local Authority, the Permittee will furnish the Colorado Department of Transportation (CDOT) **one (1) electronic set of design plans** for review. These plans must be scaled to 11x17” paper.
  - c. The **design plans shall show the existing highway ROW, property lines and easements, as determined by a Professional Land Surveyor, for the entire length of the access improvements along the highway.** If the **proposed improvements along the highway encroach on the existing ROW or easements, ROW plans are required** for the dedication and/or acquisition of the necessary ROW/easements. **The permittee shall request a ROW plan coordination meeting with the Region 5 Access Manager prior to developing any ROW plans. No grading, construction, structures or toes of slopes necessary for site development shall be placed within CDOT ROW.**
  - d. Once accepted, CDOT will sign the plans as approved. **Once approved, the design plans will become final and labeled EXHIBIT “B,” (Plans)** and incorporated as part of this permit. The access approach and all related highway improvements will be constructed in accordance with the approved final design plans. The remainder of the terms and conditions of this permit shall refer to the final design plans as **EXHIBIT “B,”** reserved. If the Permittee wishes a **waiver** from the design standards the request shall be in conformance with section 4.12 of the State Highway Access Code utilizing CDOT Form No. 112. CDOT may or may not approve the waiver. CDOT will only issue a NTP for approved designs.
  - e. The Permittee shall provide documentation showing that current (less than 1 year old) CDOT approved **mix designs** will be used for Hot Mix Asphalt (HMA) and Concrete as well as documentation listing the sources of materials for use on the project. The documentation shall be submitted to the CDOT Region 5 Access Manager for verification a minimum of five (5) working days prior to the requested NTP date. A NTP shall **NOT**

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be issued **PRIOR** to obtaining approval for all materials from the Region Materials Engineer (RME).

- f. The Permittee shall provide a **Traffic Control Plan (TCP)** which will be **submitted as part of the aforementioned design plans.** The TCP shall include the typical applications (which may be a reference to one or more of the cases illustrated in the MUTCD or in the CDOT S Standard Plans) showing the different phases of construction, the locations of signs, signals, and pavement marking. A tabulation of necessary pavement markings, signing quantities, schedule of construction traffic control devices and project specifications are also required. In addition to the TCP, the actual **Methods of Handling Traffic (MHT)** shall be submitted by the **Traffic Control Supervisor (TCS)** at the pre-construction conference. Any additional MHT's required during the course of construction **shall be submitted** to the Region 5 Access Manager for review and acceptance **a minimum of three (3) working days prior to the desired implementation date.** Traffic Control of any nature will not be allowed unless authorized in writing by CDOT.
- g. A **Performance Bond** to CDOT shall be required to be in place to insure completion of the required highway improvements in conformance with all CDOT standards and specifications. The bond must be in the amount of at least 110% of the cost of the construction. A Cost Estimate certified by the Engineer and a draft of the bond must be provided to CDOT for review and approval by CDOT before acceptance of the final bond and before construction is allowed to commence. Upon completion and acceptance of the highway improvements, CDOT will release the performance bond after an approved **Warranty Bond** in the amount of 20% of the cost of the construction is received. The warranty bond shall be held for two (2) years after the construction acceptance date.
- h. The Department will require the **Permittee to retain a Professional Engineer (PE)** to be in Responsible Charge of Construction oversight. A written confirmation from the Permittee is required to show that the requirement in this term is met.
- i. The Permittee/Contractor is required to obtain **Insurance** in conformance with Standard Specification Section 107 Responsibility for Damage Claims, Insurance Types and Coverage Limits. **Professional Liability insurance, as described in Section 107, is required for the design plans, design and construction surveying, as well as for the Professional Engineer in responsible Charge of Construction oversight.** Copies of insurance coverage will be submitted to the Region 5 Access Manager prior to the issuing of the NTP or approving the Design Plans **EXHIBIT "B"** reserved. A copy of the insurance policy is required to be available at the construction site at all times for inspection.
- j. A **Construction Schedule** detailing the execution of the project shall be submitted to the Region 5 Access Manager.
- k. A **pre-construction conference** is required prior to the issuance of the NTP. It is the

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responsibility of the Permittee to schedule and coordinate this meeting. At least five (5) working days prior to the pre-construction conference the Permittee will submit the following packet of information to CDOT for review:

- a. Baseline Construction Schedule
  - b. Material Submittals
  - c. Asphalt and Concrete Mix Designs
  - d. Methods of Handling Traffic
  - e. Performance Bond
  - f. Liability Insurance
  - g. Written confirmation of PE for Construction
1. The Permittee/Contractor must contact the Region 5 Traffic Construction Coordinator at 3803 North Main Avenue, Durango, CO or telephone (970) 385-3633 to schedule a **pre-construction conference. Proof of this pre-inspection meeting must be provided along with the written request for Notice to Proceed.**

#### **D. GENERAL DESIGN REQUIREMENTS:**

1. **Design of improvements** within the highway ROW shall be in compliance with the most current editions of the following manuals and documents except as indicated:
  - a. CDOT Design Guide
  - b. CDOT Drainage Design Manual
  - c. CDOT Standard Plans M&S Standards
  - d. AASHTO Roadside Design Guide
  - e. AASHTO Policy on Geometric Design of Highways and Streets
  - f. CDOT Standard Specifications for Road and Bridge Construction
  - g. CDOT Standard Special Provisions
  - h. Manual on Uniform Traffic Control Devices (MUTCD)
  - i. 1998 State Highway Access Code, Volume 2, Code of Regulations 601-1, as amended
  - j. ITE Traffic Engineering Handbook
  - k. ITE Trip Generation Manual, **6<sup>th</sup> Edition**
  - l. 2011 CDOT CAD Manual
2. **No grading, construction, structures or toes of slopes necessary for site development shall be placed within CDOT ROW.**
3. The design standards listed under item 1 of this section will override the final design plans, **EXHIBIT "B,"** reserved should an oversight, omission or conflict occur.
4. CDOT assumes no liability or responsibility whatsoever for the accuracy, completeness or correctness of the Permittee's final design plans, **EXHIBIT "B,"** reserved. Any design errors are the sole responsibility of the Permittee and their Engineer.
5. Permittee is required to comply with the **Americans with Disabilities Act Accessibility**

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**Guidelines (ADAAG)** that have been adopted by the U.S. Architectural and Transportation Barriers Compliance Board (Access Board), and incorporated by the U.S. Attorney General as a federal standard. These guidelines are defining traversable slope requirements and prescribing the use of a defined pattern of truncated domes as detectable warnings at street crossings. The current Standard Plans reflect these requirements.

6. It is the responsibility of the Permittee/Applicant to determine which **environmental clearances** and/or regulations apply to the project, and to obtain any clearances that are required directly from the appropriate agency. Please refer to "CDOT Environmental Clearance Information Summary" for details. **FAILURE TO COMPLY WITH REGULATORY REQUIREMENTS MAY RESULT IN SUSPENSION OR REVOCATION OF THE CDOT ACCESS PERMIT, OR ENFORCEMENT ACTIONS BY OTHER AGENCIES.**
7. ALL discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include substances such as: wash water, paint, automotive fluids, solvents, oils or soaps.
8. Unless otherwise identified by CDOT or the Colorado Department of Public Health and Environment (CDPHE) Water Quality Control Division (WQCD) as not being a source of pollutants to the waters of the State, the following discharges to storm water systems are allowed without a Colorado Discharge Permit System permit: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, springs, footing drains, water line flushing, flows from riparian habitats and wetlands, and flow from firefighting activities, and water incidental to street sweeping (including associated sidewalks and medians) and that is not associated with construction. Discharges from these sources may still require separate CDPS permit coverage to be obtained by the discharger.
9. ANY OTHER DISCHARGES may require Colorado Discharge Permit(s) or separate permits from CDPHE or the appropriate agency before work begins. For additional information and forms, go to the CDPHE website at: <http://www.cdphe.state.co.us/wq/PermitsUnits/wqcdpmt.html> or contact the CDOT Water Quality Program Manager at 303-757-9343.
10. Discharges may also be subject to additional State and Local restrictions, such as MS4 (Municipal Separate Storm Water Sewerage Systems) requirements for permanent sediment control, TMDL (Total Maximum Daily Limit), TMAL (Total Maximum Annual Limit) or discharge.
11. **Any removal of existing fence, in excess of opening required for the access, or installation of a fence that is erected adjacent to the highway ROW requires a separate CDOT Fencing Agreement.** All fencing described by the CDOT Fencing Agreement shall be shown in the design plans.

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12. **Any landscaping** within CDOT ROW requires a separate **CDOT Landscaping Permit**. All landscaping described by the CDOT Landscaping Permit shall be shown in the design plans.
13. **Any Utility work** within CDOT ROW requires a separate **CDOT Utility Permit**. All utilities and utility work described by the CDOT Utility Permit shall be shown in the design plans.

**E. DRAINAGE DESIGN REQUIREMENTS:**

1. No site drainage from the constructed access shall enter onto the traveled way of the highway.
2. Drainage to the State Highway Right-of-Way shall not exceed the historical undeveloped rate of flow. Detention ponds may be required to control drainage flow from developed properties at or below historical flow rates.
3. Any drainage study shall consider and the design reflect the 25 year flood for rural two lane highways, 50 year flood for four lane highways, and 100 year flood in all urban areas.
4. Required Cross Culverts under the State Highway, Side Drain Culverts under the Access, Curb, Gutter, Inlets, Manholes, Sidewalk and Driveways shall conform to CDOT Standards and facilitate proper drainage along the State Highway. Culvert ends not contained within manholes or inlets shall be fitted with standard end sections. The Drainage design shall be included in **EXHIBIT "B,"** reserved.

**F. PAVEMENT DESIGN REQUIREMENTS:**

- a. Pavement design materials shall conform with:
  - a. Section 304 - Aggregate Base Course (ABC) - Class 1 or 2 and Class 6, with resistance values of at least 70 and 78 respectively when tested by the Hveem Stabilometer method.
  - b. Section 403 - Hot Mix Asphalt Grading S or SX.
  - c. Section 412 & 601 - Concrete Pavement Class P = 4,200 psi
- b. The permittee/applicant is responsible for submitting a pavement design for improvements within current or proposed CDOT ROW. At its discretion, CDOT may provide the pavement design required for the improvements.

**G. FINAL STABILIZATION REQUIREMENTS:**

1. Topsoil, seeding, fertilizer and mulching shall be required within the ROW limits on all disturbed areas not surfaced immediately upon completion of the access.

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2. A minimum of 4 inches of topsoil shall be placed on all slopes which are to be seeded and mulched.
3. The following types of seed and application rates shall be used unless a separate Landscaping Permit states otherwise:

**Seed Requirements:**

<u>COMMON NAME</u>	<u>BOTANICAL NAME</u>	<u>LBS.</u>
<u>PLS\ACRE</u>		
Western Wheatgrass (V. Arriba)	Pascopyrum Smithii	16
Slender Wheatgrass (V. San Luis)	Elymus Trachycaulus	6
Indian Ricegrass (V. Paloma)	Oryzopsis Hymenoides	6
Hard Fescue (V. Durar)	Festuca Ovina Duriuscula	6
Alsike Clover	Trifolium Hybridum	4
Sand Dropseed	Sporobolus Cryptandrus	<u>0.50</u>
Total lbs/acre		38.50

Seed shall be mechanically drilled to a depth of 0.25 or 0.5 inches into the soil on slopes flatter than 3:1. Seed shall be broadcast on slopes 3:1 or steeper and raked into soil.

4. **Fertilizer Requirements:**

<u>Nutrient Type</u>	<u>% AVAILABLE</u>	<u>LBS\ACRE</u>
Nitrogen:	18	45
Phosphorus:	46	115

Fertilizer shall be incorporated to a depth of 2" to 4" into the topsoil.

5. **Mulching Requirements and Application:** 2 tons/acre straw mechanically crimped into soil on slopes flatter than 3:1. Place a soil retention blanket consisting of woven wood or straw coconut material on slopes 3:1 or steeper.

## **H. GENERAL CONSTRUCTION REQUIREMENTS:**

1. **A COPY OF THIS PERMIT AND THE VALIDATED NOTICE TO PROCEED MUST BE ON THE JOB WITH THE CONTRACTOR AT ALL TIMES OR ANY WORK ONSITE AND OFFSITE WILL BE ORDERED TO BE IMMEDIATELY SUSPENDED UNTIL THIS TERM IS COMPLIED WITH.**
2. The PE in responsible charge of construction observation shall evaluate insure compliance with plans and specifications with regard to the roadway improvements and Traffic Control within the State Highway ROW. **The PE's responsibilities shall be as defined in Section 5 of the Bylaws and Rules of The State Board of Licensure for Architects, Professional Engineers and Professional Land Surveyors** and the relevant sections of the latest CDOT Standard Specifications for Road and Bridge Construction. The PE shall be experienced and competent in road and bridge construction management, inspection and materials testing.

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3. **Construction Activities** within the highway ROW shall be in compliance with the most current editions of the following manuals:
  - a. CDOT Standard Specifications for Road and Bridge Construction
  - b. CDOT Standard Special Provisions
  - c. CDOT Standard Plans M&S Standards
  - d. CDOT Construction Manual
  - e. CDOT Field Materials Manual
  - f. CDOT Laboratory Manual of Test Procedures
  - g. Manual on Uniform Traffic Control Devices (MUTCD) Part IV and the Colorado Supplement
  - h. **EXHIBIT "B,"** reserved
4. The Permittee/Contractor is responsible for obtaining any necessary additional **Federal, State and/or City/County permits or clearances** required for construction of the access. Approval of this access permit does not constitute verification of this action by the Permittee.
5. The Permittee will be responsible for **verification of existing utility locations**. The Permittee must notify owners or operators of **underground utility facilities** at least two (2) business days prior to beginning excavation in the vicinity of such facilities, as required under Section 9-1.5-103, Colorado Revised Statutes. **Call Utility Notification Center of Colorado** (UNCC), **811** or 1-800-922-1987 for marking of member utilities. Call non-member utilities directly.
6. The Permittee/Contractor shall coordinate access construction with any utility installations.
7. Any damage to utilities during construction shall be the Permittee's responsibility to repair or replace the utility at no cost to the Department.
8. The Permittee/Contractor shall not make any changes to the access design without prior approval from the Region 5 Access Manager or other authorized Region 5 CDOT representative. If necessary, minor changes, corrections, and/or additions to this permit will be ordered by CDOT to meet unanticipated site conditions.
9. Any damage to any existing highway facilities shall be repaired by the Permittee prior to continuing other work.

#### **I. SAFETY, WORKING TIMES AND TRAFFIC CONTROL:**

1. CDOT reserves the right to suspend any construction activities, to include Traffic Control, that interfere with the safe operation of the State Highway. Any such suspensions shall require a written plan of action detailing how the Permittee/Contractor will prevent further safety infractions prior to recommencing construction activities.
2. All equipment, materials or any other non-crashworthy item shall be stored outside the clear zone during non-working times.

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3. Existing highway signs requiring removal within the limits of the construction activities shall be removed and delivered to the CDOT Maintenance Shop for storage and future replacement by the Permittee unless otherwise agreed to by CDOT and Permittee. Installation shall be as directed by CDOT.
4. The Permittee/Contractor will be responsible for keeping the State Highway travel lanes and shoulders clear of any mud or debris tracked onto it throughout construction of the access on a daily basis or as otherwise directed by CDOT.
5. The existing paved shoulder edge shall not be saw cut back until the future pavement is ready to be installed. The shoulder shall be saw cut a minimum of one (1) foot from the existing pavement edge to assure a straight edge for placement of adjacent asphalt material.
6. Any pavement drop-offs that will be left overnight shall be delineated with appropriate channelizing devices and any reasonably obtained lateral buffer space.
7. Any required pavement marking(s) and signing shall be installed by the Permittee/Contractor prior to opening any roadway to traffic.
8. The Permittee/Contractor shall comply with Revision of Section 107.06 of the CDOT Specifications regarding Safety, Health, and Sanitation Provisions.
9. No work within the highway ROW will be allowed on Saturdays, Sundays, legal holidays, or during periods of adverse weather conditions.
10. All construction activities within the state highway ROW will not be allowed to begin before sunrise and shall be required to cease prior to sunset. Traffic Control operations may begin one half hour before sunrise and continue until one half hour after sunset.
11. No disruption of traffic flow will be allowed during the morning (7:00 AM to 8:30 AM) and evening (4:30 PM to 6:00 PM) peak hour traffic flows, unless otherwise authorized in writing by CDOT.

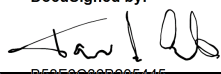
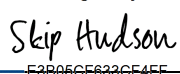
**J. FINAL PROJECT ACCEPTANCE:**

1. **Engineering Certification Submittal:** Prior to final acceptance by CDOT, the PE shall certify to CDOT in writing that all inspections, materials, materials testing, and construction methods conform to the plans, specifications and purpose of the design. The certification shall be supported by the submittal of project documentation complying with the requirements of this permit. The submittal shall be sent to the Region 5 Access Manager, Colorado Department of Transportation, 3803 Main Avenue, Suite 100, Durango, Colorado 81301. The submittal shall:



Permit Number 520008  
State Highway 550, Milepost 103.89 Left  
Alpine Homes-Ridgway, LLC Access with Auxiliary Lanes

- a. Have the stamp and signature of the PE in responsible charge of construction oversight signifying that the engineering services addressed therein have been performed by the PE, or directly under the PE's supervision.
  - b. Be based upon the PE's knowledge and information regarding the project.
  - c. Be in accordance with applicable standards of practice.
2. Upon completion of the work, the Engineer **shall submit 3-sets of "As Constructed" plans** showing in detail all ROW easements, construction improvements and any modifications or revisions made to the design plans during construction. All changes, modifications or revisions shall be signed and sealed by the engineer.
3. **Final Project Acceptance** will be by the Regional Transportation Director (RTD) or their authorized designee.
4. **Reconstruction or improvements** to the access will be required when the Permittee fails to meet the required design and/or materials specifications. If any construction element fails within two years of CDOT's final acceptance due to improper construction or materials, the Permittee is responsible for all such repairs.

PERMITTEE:	<div style="border: 1px solid black; padding: 2px; display: inline-block;">DocuSigned by:  <small>B53F0C88B265445...</small></div> Joel Cantor for Alpine Homes-Ridgway, LLC	5/22/2020   12:46 PM MDT DATE _____
APPLICANT:	<div style="border: 1px solid black; padding: 2px; display: inline-block;">DocuSigned by:  <small>E2B06CF623CF4FF...</small></div> Skip Hudson for TurnKey Consulting LLC	5/22/2020   11:03 AM MDT DATE _____

**AMENDED AND RESTATED  
DECLARATION FOR RIVERFRONT VILLAGE CONDOMINIUMS**

**THIS AMENDED AND RESTATED DECLARATION FOR RIVERFRONT VILLAGE CONDOMINIUMS (“Declaration”)**, is made effective as of \_\_\_\_\_, 2025 (“**Effective Date**”) and is made, adopted and published by the Alpine Homes-Ridgway, LLC, a Colorado limited liability company (“**Declarant**”). This Declaration amends, restates and fully replaces any and all prior declarations or similar documents for the Community.

**ARTICLE ONE  
IMPOSITION OF COVENANTS**

**1.1. General Purposes.**

1.1.1. Declarant is the current, fee simple owner of certain improved real estate situated in the Town of Ridgway, Ouray County, Colorado, more particularly described on attached **Exhibit A**, together with the beneficial rights and burdens arising from any agreement, covenants, easements and rights-of-way as well as any appurtenances affecting such land and any improvements constructed on the land now and in the future (together such interests are collectively referred to as the “**Real Estate**”). Title to the Real Estate is subject to those covenants, restrictions, agreements, easements and other documents or instruments of record (together such interests are collectively referred to as the “**Existing Encumbrances**”). This Declaration is executed and recorded subject to the terms and conditions contained in the Existing Encumbrances.

1.1.2. Declarant desires by this Declaration to create a Colorado condominium styled common interest community under the name and style of “**Riverfront Village Condominiums**” (“**Community**”) in which portions of said Real Estate will be designated for separate ownership and use and in which the remainder of said Real Estate will be designated for common ownership solely by the owners of the separate ownership portions.

1.1.3. Declarant is developing a certain mixed-use residential and commercial project (“**Project**”) on the Real Estate, consisting of a series of Buildings and other Improvements, which accommodate 38 Residential Units, inclusive of 28 Residential Air Space Units and 10 Townhome Residential Units and certain Commercial Units. Certain of the Air Space Residential Units are being deed restricted as an Employee Housing Unit as provided for in the Development Agreement and the Subdivision Plat. The Units are contemplated to be located within certain Buildings to be constructed in the Community, containing Improvements, including the Units and Common Elements, which will be annexed into the community and reflected in condominium maps depicting the Buildings, Units and other related Improvements, which will supplement the Plat and Declaration. The Project is being constructed in phases and portions of the Project will be annexed into the Community when the Buildings and Improvements are completed. The Buildings contemplated to be developed and the Units related to and proposed to be included within the Buildings are further depicted and described in the Development Agreement and are listed as follows, provided that Declarant reserves the right to allocate Units between Buildings subject to the Town Development Approvals and Requirements:

<b>Building</b>	<b>Units</b>
Condominium Building CM	4 Residential Air Space Units and commercial units
Condominium Building M1A	3 Residential Air Space Units
Condominium Building M1B	3 Residential Air Space Units
Condominium Buildings M2	8 Residential Air Space Units
Condominium Buildings M3	10 Residential Air Space Units
Townhome Buildings D1-D5	10 Residential Townhome Units

1.2. **Submission of Real Estate.**

1.2.1. Declarant hereby submits the Real Estate to condominium ownership under and pursuant to the provisions of the Colorado Common Interest Ownership Act, Section 38-33.3-101, et seq. of the Colorado Revised Statutes, as it may be amended from time to time (“**Act**”), and to this Declaration and the Map for Riverfront Village Condominiums (as defined below).

1.2.2. The original Declaration for the Community that was recorded on recorded on December 26, 2023 in Reception No. 236334 is being amended, restated and fully replaced in its entirety by this Declaration and all references to the Declaration that is noted on plat of the **Riverfront Village**, a Planned Community (“**Subdivision Plat**”), which Subdivision Plat was recorded on December 26, 2023 in Reception No. 236326, shall henceforth mean and refer to this amended and restated Declaration. The Subdivision Plat contemplated that Declarant would prepare, execute and record this amended and restated Declaration and a certain condominium map (“**Condominium Map**” or “**Map**”) upon the completion of the initial Improvements in the Community. The Condominium Map and this amended and restated Declaration is being executed and recorded by the Declarant for the purposes stated herein and on the Map. By this reference, the Subdivision Plat and the Condominium Map are incorporated in this Declaration. The Declarant anticipates that this Declaration will be further supplemented and/or amended upon the completion of further the improvements in the Community, at such time that the Condominium Map is being executed and recorded for certain purposes, including, but not limited to, allowing completed improvements, Units and Common Elements to be annexed into the Community and for Allocated interests to be assigned to the Units so annexed.

1.2.3. The Community shall be deemed to be subject to any and all applicable terms and conditions contained in CCIOA, including amendments to CCIOA made subsequent to the recordation of this Declaration which are intended to be binding upon existing communities.

1.2.4. With the recordation of this Declaration, all of the Real Estate along with certain Common Elements associated with the entire Community and certain of the Improvements, including Buildings \_\_\_\_\_, containing a total of 10 Townhome Units and related Common Elements and Condominium Building \_\_\_\_\_ containing \_\_\_\_\_ Residential Air Space Units and \_\_\_\_\_ Commercial Air Space Units, as the same are further noted and described on attached **Exhibit “B”** and depicted on the Condominium Map is being annexed into the Community.

1.2.5. The Declarant is reserving the right to construct such other and remaining Improvements, including those associated with the Units and Common Elements related to some or all of the remaining Improvements in the Project, and to annex such Improvements, Units and Common Elements into the Community when completed. The Real Estate is subject to Reserved Rights as provided for in Article 11 herein and described on the Map or otherwise in this Declaration.

1.2.6. The Association (defined below) shall operate at all times in full compliance with the Colorado Revised Nonprofit Corporation Act (CRS §7-121-101 et seq.)(“**Act**”), the Colorado Common Interest Ownership Act (CRS §38-33.3.-101)(“**CCIOA**”) as amended from time to time, and such other applicable Colorado legislation, including the adoption of and adherence to governance policies and practices shall ensure transparency, fiduciary integrity, fairness in enforcement actions, and compliance with state-mandated governance procedures, as amended and supplemented from time to time

1.3. **Covenants Running With the Land.** All provisions of this Declaration shall be deemed to be covenants running with the land, or as equitable servitudes, as the case may be. The benefits, burdens, and other provisions contained in this Declaration shall be binding upon and shall inure to the benefit of all Owners, and their respective heirs, executors, administrators, personal representatives,

successors, and assigns. All of the Real Estate shall be held, sold, conveyed, encumbered, leased, rented, occupied, and improved, subject to the provisions of this Declaration.

1.4. **Subject to the Town of Ridgway Codes, Laws and Regulations and Town Development Approvals and Requirements.** In all instances where Declarant has reserved rights to modify the Declaration, Map, Units and Common Elements, the exercise of such reserved rights are made expressly subject to applicable codes and regulations enacted by the Town of Ridgway (“**Town**”), including the Town of Ridgway Municipal Code (“**Town Laws**”) and applicable terms, conditions, requirements and restrictions contained in any site-specific development approvals for the Property granted by the Town, including the “**Development Agreement**” recorded on November 16, 2022 in Reception No. 233547 and the Subdivision Plat (“**Town Approvals**”), which are collectively referred to as the “**Town Development Approvals and Requirements**”). Nothing herein is intended to relieve a Person from complying with applicable provisions of the Town Laws and/or the Town Development Approvals and Requirements, whether or not this requirement is expressly stated herein. The Town Development Approvals and Requirements may only be modified or amended as provided for in the Town Laws. In the event of a conflict between the Condominium Documents (defined below) and the Town Development Approvals and Requirements, the applicable Town Development Approvals and Requirements shall control.

## **ARTICLE TWO** **DEFINITIONS**

Capitalized terms used in this Declaration and not defined elsewhere in this Declaration have the meanings given those terms in Article 2. The following words, when used in this Declaration, shall have the meanings designated below unless the context expressly requires otherwise:

2.1. “**CCIOA**” means the Colorado Common Interest Ownership Act, Article 33.3, Title 38, Colorado Revised Statutes, as amended and supplemented from time to time. In the event CCIOA is repealed, CCIOA, on the effective date of this Declaration, shall remain applicable to this Declaration.

2.2. “**Air Space Unit**” means a physical portion of the Community designated as an Air Space Unit that is located in a Condominium Building that is defined by and comprised of certain Horizontal Boundaries and Vertical Boundaries, as such designations are more particularly described in Section 3.3 below and depicted on the Map. An Air Space Unit is distinguished from a Townhome Unit as noted and provided for herein. An Air Space Unit may be used as a Commercial Unit or as a Residential Unit, which Residential Units are sometimes referred to as a Multi-Family residential unit in the Town Development Approvals and Requirements. An Air Space Unit shall be designated by a separate number, letter, address or other symbol or combination thereof that identifies each Air Space Unit in the Community as more specifically set forth on attached **Exhibit B**.

2.3. “**Allocated Interests**” means: (a) the undivided interests attributable to and allocated to each of the Units in the Common Elements, (b) the Common Expense Liability attributable to and allocated to each of the Units; and (c) the voting rights in the Association attributable to and allocated to each of the Units as provided for in the Condominium Documents. The initial Allocated Interests for each of the Units in the Common Elements and Common Expense Liability will be set forth on a certain **Exhibit B** to be appended to and included in this Declaration at a later time, which will be prepared by Declarant upon the completion of the improvements in the Community and be included in an amendment or supplement to this Declaration. Allocated Interests in the Common Elements and Common Expense Liability are based upon the square footage of each Unit as compared to the square footage of all Units. Owners shall be entitled to one vote for each Unit owned within the Community, which shall be weighted in accordance with each Unit’s Allocated Interests in the Common Elements and Common Expense

Liability. The Allocated Interests for each Unit may change as a result of the Declarant's (or its assignee's) exercise of the Reserved Rights to add, remove or subdivide Units as provided for herein.

2.4. **"Articles of Incorporation"** or **"Articles"** means the Articles of the Association, which have been filed with the office of the Secretary of State of the State of Colorado, as the same may be amended from time to time.

2.5. **"Assessments"** means the Regular Assessments, including Limited Common Expenses, Special Assessments and Reimbursement Assessments duly assessed pursuant to this Declaration.

2.6. **"Association"** means Riverfront Village Owners Association, Inc., a Colorado nonprofit corporation.

2.7. **"Board"** means the governing body of the Association, as provided for in this Declaration and as further empowered by the Articles of Incorporation and the Bylaws for the Association.

2.8. **"Budget"** means a written itemized estimate of the Common Expenses to be incurred by the Association in performing its functions under this Declaration and adopted by the Board pursuant to the Declaration.

2.9. **"Building(s)"** means each of the buildings situated on the Real Estate, including the **"Condominium Buildings"** accommodating an Air Space Unit and related Common Elements designated therein and the **"Townhome Buildings"** containing Townhome Units and related Common Elements designated therein each of the buildings accommodating Townhome Units, together with (a) any additions or modifications or replacements that may hereafter be made thereto, and (b) all improvements and fixtures contained therein.

2.10. **"Bylaws"** means any instruments, however denominated, which are adopted by the Association for the regulation and management of the internal affairs of the Association, including any amendments thereto.

2.11. **"Commercial Unit"** means a Unit in the Community which may be used for commercial purposes pursuant to the Town Development Approvals and Requirements. The Commercial Units are configured in a building containing multiple Air Space Units. A Commercial Unit is or will be designated for commercial usage on attached **Exhibit B**.

2.12. **"Common Elements"** means all tangible physical properties of, and other appurtenant interests associated with this Community, except the Limited Common Elements and the Units, as depicted on the Map and/or as described or defined herein. In general, all other parts of the Project designated by Declarant as Common Elements and existing for the use of one or more of the Owners. The Common Elements consist of General Common Elements and Limited Common Elements. The Parcels as designated and depicted on the Map are deemed to be a General Common Element, unless otherwise specified on the Map or in this Declaration. The Common Elements shall be owned and held in common by the Owners of the separate Units, each Owner of a Condominium Unit having an undivided interest in the Common Elements as provided below. according to the Allocated Interests set forth pursuant to Section 2.2 above. In the event of any discrepancy or ambiguity, the Board, in the exercise of its commercially reasonable judgment, in consultation with knowledgeable consultants, may further define the components of the Building that constitute a Common Element, provided that such determinations are applied uniformly and does not result in the decrease in the size of a Unit. In particular, the Common Elements, in addition to the portions of the Community designated as a General Common Element or a Limited Common Element on the Map, generally consist of the following elements or components, whether or not

so designated or depicted on the Map elements or components, that are not otherwise designated as a Unit:

2.12.1. For all portions of the Community, the Common Elements consist of:

A. All of the land and easements which are part of the Real Estate, including the Parcels as depicted on the Map, other than the Units.

B. All of the streets, roads, sidewalks, parking areas, pathways, trails and similar features located within the Community that have not been dedicated to the public pursuant to the Town Development Approvals and Requirements, including any related supporting facilities, structures and improvements, such as walls, retaining walls, drainage, steps, lighting and the like.

C. All of the passive and active open space areas, including trails, the activity court, and any such other recreational facilities and similar features located within the Community that have not been dedicated to the public pursuant to the Town Development Approvals and Requirements, including any related supporting facilities, structures and improvements.

D. All drainage and stormwater facilities serving the Community that have not been dedicated to the public pursuant to the Town Development Approvals and Requirements

E. All landscaping and improvements lying outside of the Buildings, including the yards, grass, shrubbery, trees, planters, driveways, roadways, gardens and related facilities upon the Property.

F. Utility and trash areas serving the entire Community, including mechanical elements and mechanical rooms which shall be accessible only by the Association. The mechanical elements include condenser units.

G. All improvements, appurtenances and facilities relating to or located on Common Elements now or in the future, and any other property owned or interest held currently or in the future by the Association for the common use and enjoyment of some or all of its members and such other persons as may be permitted to use the Common Elements under the terms of this Declaration and/or any contract with the Association. Such interests owned by the Association may include, without limitation, estates in fee, for terms of years, or easements, each of which the Association is specifically empowered to accept and hold, whether conveyed prior to the recording of this Declaration or in the future.

2.12.2. In those Condominium Buildings that accommodate Air Space Units, the Common Elements are intended to include the following, some of which Common Elements may be further designated as a Limited Common Element in these Declarations or on the Map:

A. Common entries, hallways, corridors, elevators and stairways, utility and trash areas serving the building.

B. Parking areas, driveways and/or storage areas, including lockers (if any) serving the Air Space Units in the Building, unless such areas are located within a Unit and designated to be part of the Unit.

C. Decks, porches, patios, steps, stoops, entry pathways and similar features and elements related thereto, including supporting components and structures.

D. Any and all elements, fixtures or components, whether included entirely or partially within the boundaries of an Air Space Unit or entirely outside of the boundaries of the unit, which elements, fixtures or components are necessary for: (1) the structural support, integrity and existence of the Improvements, (2) the sealing/closing/finishing of the Improvements, (3) facilitating the use, occupancy, enjoyment, operation, repair and/or maintenance of the Improvements; (4) elements and components of mechanical systems and related facilities serving some or all of the Units in the Building, not just the Unit in which the systems and facilities are located; and (5) elements and components of utility systems and facilities serving some or all of the Air Space Units in the Building, not just the Air Space Unit in which the systems and facilities are located. The foregoing provisions concerning the definition of a Common Element do not apply to a Townhome Unit.

E. The exterior portions of a Condominium Building that extend beyond the Unit Boundaries, which are not defined to be part of an Air Space Unit, including, but not limited, to the exterior, outward materials, finishes, elements and components of a Buildings containing Airspace Units, together with any related sheathing, waterproofing, firewalls, and ridge boards and the like related to the exterior finishes, ("**Exterior Building Siding Elements**"), which are generally affixed to and extending outward from the outermost portion of the framing studs, are deemed to be Common Elements, which would be owned and maintained by the Association not the Unit Owner. All windows, doors and skylights (including interior/exterior glass, supporting/operating framing, hardware and related assemblies are part of the Unit, and will be owned, administered and maintained by the Unit Owner, not the Association.

F. The ceiling and exterior upper/roofing portions of a Condominium Building containing Airspace Units ("**Roofing/Ceiling Elements**") that are not defined to be part of the (upper) Horizontal Boundary of an Air Space Unit, including, but not limited, to the upper elements and components of the Buildings together with the roof, eaves, roof sheathing, shingles, waterproofing, firewalls, and other boards, and the like affixed to and extending outward from the outmost portion of the beams, joists, rafters and/or other framing or structural elements which constitute the ceiling of a Unit. The foregoing notwithstanding, any portion of the Roofing/Ceiling Elements that may be shown on the Map or otherwise described herein as being included within the Unit Boundaries of an Air Space Unit in whole or part, is nevertheless deemed to be a Common Element, irrespective of whether such elements and components are located in whole or part of within the boundaries of a Unit, which would be owned and maintained by the Association not the Unit Owner. The finished ceilings and all lighting, communications, fire protection, skylights and other elements or components incorporated and/or affixed to the ceiling are part of the Air Space Unit, which would be owned and maintained by the Unit Owner, not the Association.

G. The flooring elements and components of a Condominium Building containing Air Space Units, including the subflooring and structural systems below the finished portion of the flooring in an Air Space Unit ("**Flooring Elements**") that are not defined to be part of the (lower) Horizontal Boundary of a Unit. The foregoing notwithstanding, any portion of the Flooring Elements that may be shown on the Map or otherwise described herein as being included within the Unit Boundaries of an Air Space Unit in whole or part, is nevertheless deemed to be a Common Element, irrespective of whether such elements and components are located in whole or part of within the boundaries of a Unit, which would be owned and maintained by the Association not the Unit Owner. The finished flooring and any infloor heating are deemed to be part of the Unit and will be owned, administered and maintained by the Unit Owner, not the Association.

H. Electrical, plumbing and other utility and mechanical systems for the Condominium Buildings containing Air Space Units, including, pumps, tanks, motors, fans, drainage structures, compressors, ducts, lines, pipes, wiring, conduits, tanks, switches, and the like and, in general, all apparatus, installations, and equipment integral to the applicable system serving the Buildings (“**MEP Systems**”) for the Buildings providing utility, mechanical and/or communication services to the Project, whether for use of one or more of the Owners are deemed to be Common Elements (excluding, however, the specific MEP Systems that are located within the Unit Boundaries and are serving only the Air Space Unit as described below). Those portions of the MEP Systems located within an Air Space Unit and serving more than one Unit is a Common Element, which is subject to the Association Use, Access, Repair and Maintenance Easement provided for in Section 4.4, which will be owned and maintained by the Association not the Unit Owner. Those components or portions of the MEP Systems located in an Air Space Unit and serving only that unit shall be deemed to be part of the Air Space Unit, which would be owned and maintained by the Unit Owner, not the Association.

I. All structural elements serving a Condominium Building containing Air Space Units, including, without limitation, the main foundations and footings, structural girders, framing, beams and joists and bearing walls and columns, in each case regardless of whether they are located wholly or partially within or outside the boundaries of any Unit.

J. As provided for in Section 4.4, a certain Association Use, Access, Repair and Maintenance Easement has been reserved that enables the Association to enter upon all of the Units as reasonably necessary for the performance of the Association’s rights and responsibilities under this Declaration and for the undertaking routine inspections, maintenance, repair and/or reconstruction to the Building, the Units, and/or the Common Elements or other Improvements, specifically including, but not limited to the Roofing/Ceiling Elements, Flooring Elements, Exterior Building Siding Elements, MEP Systems.

2.12.3. In those Townhome Buildings that accommodate Townhome Units, the Common Elements are intended to include the following, some of which Common Elements may be further designated as a Limited Common Element in these Declarations or on the Map:

A. The area designated on the Map as a Common Element for a Townhome Unit

B. Driveways, parking pads, pathways, landscaping on the Townhome Unit, partition fence

2.12.4. As provided for in Section 4.4, a certain Association Use, Access, Repair and Maintenance Easement has been reserved that enables the Association to enter upon all of the Units as reasonably necessary for the performance of the Association’s rights and responsibilities under this Declaration and for the undertaking routine inspections, maintenance, repair and/or reconstruction to the Building, the Units, and/or the Common Elements or other Improvements, specifically including, but not limited to the Roofing/Ceiling Elements, Flooring Elements, Exterior Building Siding Elements, MEP Systems.

2.13. “**Common Expenses**” means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves, including all expenses incurred by the Association for any reason whatsoever in connection with the Common Elements, or the costs of any other item or service provided or performed by the Association pursuant to the Condominium Documents or in furtherance of the purposes of the Association or in the discharge of any duties or powers of the



Association, including, any fees and charges imposed by the Managing Agent pursuant to any Management Agreement.

2.14. **“Common Expenses Liability”** means the liability for a share of the Common Expenses, including any Limited Common Expenses, attributable to and allocated to each Unit in accordance with the Allocated Interests assigned to the Unit and/or as otherwise provided for in this Declaration.

2.15. **“Community”** means the Community, including each of the Units and all of the Common Elements, together with all Improvements and other amenities now or hereafter located thereon, and together with all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto.

2.16. **“Condominium Documents”** means the basic documents creating and governing the Community, including, but not limited to, this Declaration, the Map, the Articles of Incorporation and Bylaws of the Association, any Rules promulgated by the Association and any other documents, policies and procedures relating to the Community adopted by the Association or the Board pursuant to this Declaration or CCIOA, as the same may be supplemented or amended from time to time.

2.17. **“Condominium Map”** or **“Map”** means the Condominium Map, which shall also be deemed to be that part of this Declaration that depicts all or any portion of the Community in three dimensions and is recorded in the Official Records.

2.18. **“Declarant”** means Alpine Homes-Ridgway, LLC, a Colorado limited liability company, its successors and assigns. A Person shall be deemed to be a “successor and assign” of Declarant if specifically designated in a duly recorded instrument as a successor or assign of Declarant under this Declaration and shall be deemed a successor and assign of Declarant only as to the particular rights or interests of Declarant under this Declaration which are specifically designated in that written instrument.

2.19. **“Declaration”** means this Declaration for the Community, together with any supplement or amendment to this Declaration and recorded in the Official Records. The term Declaration includes the Map recorded with this Declaration and all amendments to this Declaration and supplements to the Map without specific reference thereto.

2.20. **“Deed of Trust”** means a Mortgage.

2.21. **“Townhome Unit”** means a physical portion of the Community designated as a Townhome Unit located in a Townhome Building, which is defined and more particularly described in Section 3.3 below and depicted on the Map. A Townhome Unit is distinguished from an Air Space Unit as noted and provided for herein. A Townhome Unit includes the physical improvements within the defined boundaries of the Townhome Unit as provided for herein. The land and property located underneath the physical boundaries of the Townhome Unit are deemed and designated to be a Limited Common Element to the particular Townhome Unit. Certain portions of the land and property adjacent to the Townhome Unit are deemed and designated to be a Limited Common Element to the particular Townhome Unit as depicted on the Map. A Townhome Unit may be used only as a Residential Unit and not as a Commercial Unit. A Townhome Unit shall be designated by a separate number, letter, address or other symbol or combination thereof that identifies each Townhome Unit in the Community as more specifically set forth on attached **Exhibit B**.

2.22. **“Eligible Mortgagee”** means a First Mortgagee which has notified the Association in writing of its name and address and status as a First Mortgagee and has requested that it receive notices provided for herein.

2.23. **“Employee Housing Unit”** is a type of Residential Unit that has been deed restricted as provided for in the Development Agreement. An Employee Housing Unit is subject to all terms,

conditions, restrictions and requirements contained in this Declaration and the other Condominium Documents for a Residential Unit and the Town Development Approvals and Requirements for an Employee Housing Unit. Initially, the Units that are being designated as the Employee Housing Units are as stated in the Development Agreement, as may be amended by the Town and Declarant from time to time.

2.24. **“First Mortgagee”** means any Person named as a Mortgagee in any First Mortgage.

2.25. **“General Common Elements”** means all of the Common Elements tangible physical properties of, and other appurtenant interests associated with this Community, except the Common Elements designated as Limited Common Elements and/or the Units.

2.26. **“General Common Expenses”** means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves, for the general benefit of all of the Units.

2.27. **“Improvement(s)”** means the Buildings, improvements, alterations, additions, repairs to the Buildings, structural or otherwise, any excavation, grading, landscaping or other work which in any way alter the Real Estate or the improvements located thereon, from its natural or improved state existing on the date this Declaration was first recorded.

2.28. **“LCE Parking Space”** means each Parking Space allocated to a Unit as a Limited Common Element.

2.29. **“LCE Storage Space”** means any Storage Space allocated as a Limited Common Element.

2.30. **“Lease”** means and refers to any agreement for the leasing, rental, use or occupancy of a Unit within the Community for Short-Term Rentals or Long-Term Rentals.

2.31. **“Limited Common Elements”** means those interests in the Common Elements which are either limited to or reserved in this Declaration, on the Map, or by authorized action of the Association, for the exclusive use of a Unit(s). If any chute, flue, duct, wire, conduit, bearing wall, bearing column, fixture or other mechanical or structural element lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the General Common Elements. Without limiting the foregoing, the Limited Common Elements shall include, without limitation, the following, whether or not same are specifically designated as a Limited Common Element on the Map: (a) any deck/patio, including any walls/railings, utilities, drainage system and/or snowmelt system associated with such space, (b) any storage locker, ski locker or other spaces located outside Units and designated as Limited Common Elements appurtenant to a particular Unit or Units, (c) individual driveways, garages and/or parking spaces that are designated as Limited Common Elements appurtenant to a particular Unit or Units and related garage doors and door opening equipment, (d) pedestrian pathways, stoops, stairways and related elements that serve a particular Unit within the Community, and (e) individual condenser units located adjacent to Buildings in the Community, each of which shall serve a designated Unit. The foregoing notwithstanding the Limited Common Elements shall not include any of the structural components of the Buildings or improvements integral to the structural components of the Buildings or any mechanical or utility service lines or facilities that are integral to a system serving an entire Building. A Limited Common Element shall be used in connection with such Unit(s) to which it is appurtenant to the exclusion of the use thereof by the other Owners, except by invitation. No reference thereto need be made in any instrument of conveyance, encumbrance, or other instrument to further perfect the status of the Limited Common Element as being appurtenant to a Unit.

2.32. “**Long Term Rentals**” means the rental of a Unit to any third person for residential purposes for a term of thirty consecutive days or longer.

2.33. “**Management Agreement**” means any contract or arrangement, if any, entered into for purposes of administering the performance of the responsibilities of a Board relative to the operation, maintenance, and management of the Community or particular portions or aspects thereof.

2.34. “**Managing Agent**” means a person, firm, corporation, or other entity, if any, employed or engaged as an independent contractor pursuant to a Management Agreement to perform management services for the Association.

2.35. “**Member**” means each Owner. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit.

2.36. “**Mortgage**” means any mortgage, deed of trust or other security instrument, given voluntarily by the Owner of a Unit, creating a real property security interest in a Unit and recorded in the Official Records. “**First Mortgage**” means a mortgage which is the first and most senior of the Mortgages on the same Unit. The term “**Mortgage**” does not mean a statutory, tax or judicial lien. The term “**Deed of Trust**” when used herein shall be synonymous with the term “**Mortgage**.”

2.37. “**Mortgagee**” means a mortgagee under a Mortgage or a beneficiary under a Deed of Trust, as the case may be, and the assignees of such Mortgagee.

2.38. “**Notice and Hearing**” means a written notice and hearing before the Board, or a panel appointed by the Board, as set forth in the Bylaws.

2.39. “**Occupant**” means: (a) any Person who is a tenant in a residence on a Unit pursuant to a Lease with the Owner thereof; (b) any Person who is present within the Community as a family member, guest or invitee of an Owner or the Association; (c) any person who is a guest, invitee, servant, tenant, employee, or licensee of Owner who is occupying a Unit and/or is present on the Common Elements for any period of time; or (d) any Person who is occupying a Unit and/or is present on the Common Elements.

2.40. “**Official Records**” means the Office of the Clerk and Recorder of Ouray County, Colorado.

2.41. “**Parking Space(s)**” means a physical portion of the Community identified as a parking space on the Map.

2.42. “**Person**” means an individual, association, partnership, limited liability company, corporation, trust, governmental agency, political subdivision, or any other legally established entity and/or any combination thereof.

2.43. “**Regular Assessment**” means a charge against an Owner and the Owner’s Unit for purposes of covering the annual costs of operating and administering the Association and all other Common Expenses. Regular Assessments are based on a Budget adopted by the Board in accordance with this Declaration and are allocated to the Units in accordance with the Allocated Interests designated to that Unit, except that Common Expenses that in the judgment of the Board benefit fewer than all of the Units may be allocated exclusively to the Units benefited as Limited Common Expenses, as provided for herein.

2.44. **“Reimbursement Assessment”** means a charge determined by the Board in its sole and reasonable discretion, assessed against a particular Owner or Occupants of Owner’s Unit and against the Owner’s Unit for the purpose of: (a) imposing fines and penalties and/or reimbursing the Association for costs and expenses incurred by the Association in connection with the enforcement of and/or the remedying of any violation of the Condominium Documents by the Owner or by an Occupant any provision of the Condominium Documents; (b) reimbursing the Association for costs and expenses it incurs, including consulting fees, architectural/engineering fees, legal fees and similar expenses, incurred by the Association in taking actions for or behalf of a Unit Owner or Unit Owner’s Unit; (c) imposing fines and penalties and/or reimbursing the Association for costs and expenses incurred by the Association in connection with correcting or repairing damage caused to the Community attributable to the misconduct and/or the actions or the inactions of the Owner or Occupant; or (d) for such other purposes set forth in the Condominium Documents providing for the imposition of fines or the collection of costs, expenses and the like, together with late charges and interest and attorney fees and costs, as provided for in the Condominium Documents. Reimbursement Assessments shall also include each of those fees and costs for goods and services requested by and/or otherwise provided to an Owner or Occupant by the Association or the Managing Agent.

2.45. **“Residential Unit”** means a Townhome Unit or Air Space Unit in the Community which may be used for residential purposes pursuant to the Town Development Approvals and Requirements. Some of the Residential Units are further restricted to use and occupancy as an Employee Housing Unit and is subject to all terms, conditions, restrictions and requirements of a Residential Unit and the Town Development Approvals and Requirements. The Residential Units are configured in either a Condominium Building containing multiple Air Space Units or as adjoining Townhome Units in a Townhome arrangement in a Townhome Building. A Residential Unit is or will be designated for residential usage or as an Employee Housing Unit on attached **Exhibit B**.

2.46. **“Rules”** means any Rules and Regulations, Policies and Procedures promulgated by the Board for the management, preservation, safety, control, and orderly operation of the Community in order to effectuate the intent and to enforce the obligations set forth in the Condominium Documents, as amended and supplemented from time to time.

2.47. **“Security Interest”** means an interest in Real Estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The terms include a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation. The holder of a Security Interest includes any insurer or guarantor of a Security Interest.

2.48. **“Short Term Rentals”** means the rental of a Unit to any particular guest for overnight accommodation purposes in which consideration is being paid as defined and regulated by the Town of Ridgway codes and regulations. In no event, shall a short-term rental to a particular guest not extend longer than thirty consecutive days.

2.49. **“Special Assessment”** means a charge against an Owner and the Owner’s Unit for purposes of reimbursing the Association for costs and expenses incurred or to be incurred by the Association for the purpose of paying for the construction, reconstruction, repair, maintenance or replacement of capital improvements to or upon or serving the Community or any part thereof, the costs of which were not included in a Regular Assessment, or for excess reconstruction costs or other extraordinary expenses or for funding any operating or reserve deficit of the Association, as authorized by the Board from time to time as provided herein.

2.50. “**Storage Space(s)**” means a physical portion of the Community identified as a storage space on the Map.

2.51. “**Unit**” means a portion of the Community, other than a Common Element, configured and described as either a Townhome Unit or an Air Space Unit, which may used and occupied as either a Residential Unit (including an Employee Housing Unit) or a Commercial Unit with respect to an Air Space Unit or as a Residential Unit (including an Employee Housing Unit) with respect to a Townhome Unit, as such configurations and uses are provided for in the Town Development Approvals and Requirements. Each Unit includes an appurtenant undivided interest in the Common Elements corresponding with the Allocated Interest assigned to each Unit as set forth on **Exhibit B** appended hereto and included in this Declaration. Unless otherwise specified herein, the term Unit shall include both a Townhome Unit or an Air Space Unit. The boundaries of each Unit as depicted and/or otherwise described on the Map shall be conclusively be deemed to be the actual boundaries of the Unit. Changes to any Unit boundary, if any, shall be described on any amendment or supplement to a Map as provided for herein.

2.52. “**Unit Owner**” or “**Owner**” means any person who owns record title to a Unit or an undivided interest therein. The term includes a contract seller but excludes a contract purchaser, and excludes any Person having a Security Interest in a Unit or an undivided interest therein, unless such Person has acquired record title to such Unit or undivided interest pursuant to a foreclosure or any proceedings in lieu of foreclosure.

### **ARTICLE THREE** **GENERAL PROVISIONS AND RESTRICTIONS**

#### **3.1. Division into Units; Allocated Interests; Maximum Number of Units.**

3.1.1. The Real Estate is hereby initially contemplated to consist of 38 Residential Units, inclusive of 28 Residential Air Space Units and 10 Townhome/Townhome Residential Units and certain Commercial Units, which will be determined when the Improvements are completed and the Condominium Map, subject to Town review and approval, is being executed and recorded. Certain of the Air Space Residential Units are being deed restricted as an Employee Housing Unit as provided for in the Development Agreement and the Subdivision Plat. The maximum number of Units that may, but need not, be created in the Community is a total of number of Units that may be constructed under the current and future Town Development Approvals and Requirements.

3.1.2. Each Unit shall consist of a separate fee simple estate in such Unit and the Allocated Interest for the Unit as will be set forth on **Exhibit B** to be appended to and included in this Declaration at a later time, which will be prepared by Declarant upon the completion of the improvements in the Community and be included in an amendment or supplement to this Declaration. Each Owner shall own his or her appurtenant undivided Allocated Interest in the Common Elements as a tenant-in-common with the other Owners, and shall have the non-exclusive right to use and enjoy the Common Elements, subject to the provisions of the Condominium Documents.

3.1.3. Inseparability of a Unit. Each Unit and its appurtenant undivided interest in the Common Elements shall be inseparable and may be conveyed, leased, encumbered, devised or inherited only as a Unit.

3.2. **Description of Units.** Every contract for sale, deed, lease, security interest and every other legal document or instrument shall legally describe by reference to the Subdivision Plat, the Declaration and any map or further amendment or supplement to the Subdivision Plat, the Declaration and any map. Such description shall be legally sufficient for all purposes to sell, convey, transfer,

encumber or otherwise affect the Unit and its appurtenant undivided interest in the Common Elements, and to incorporate all of the rights, interests, obligations, restrictions and burdens appurtenant or incident to ownership of a Unit as set forth in this Declaration and on the Condominium Map. Each such description shall be construed to include a non-exclusive easement over the Common Elements for appropriate ingress and egress to and from each Unit, and a non-exclusive right to use and enjoy the Limited Common Elements, and an exclusive or non-exclusive right to use and enjoy any Limited Common Elements designated for the use of that Unit, subject to all applicable provisions of this Declaration. For purposes of illustration the following, the following indicates the contemplated description of a Unit being conveyed in the Community

Townhome Unit \_\_\_\_, Townhome Building \_\_\_\_, Riverfront Village Condominiums, Town of Ridgway, Ouray County, Colorado per the Condominium Map recorded in Reception No. \_\_\_\_\_ and the Amended and Restated Condominium Declaration recorded in Reception No. \_\_\_\_\_, as amended or supplemented from time to time.

Air Space Unit \_\_\_\_\_, Building \_\_\_\_\_, Riverfront Village Condominiums, Town of Ridgway, Ouray County, Colorado per the Condominium Map recorded in Reception No. \_\_\_\_\_ and the Amended and Restated Condominium Declaration recorded in Reception No. \_\_\_\_\_, as amended or supplemented from time to time

3.3. **Unit Boundaries – Air Space Units.** The boundaries of each Air Space Unit are comprised of certain Horizontal Boundaries and Vertical Boundaries as provided for below and are intended to be as the same boundaries for each Unit as depicted on the Map. In the event of any conflict between any provisions of this Declaration and depictions contained on the Map, with respect to any Unit Boundary, the depictions on the Map shall control. It is intended that the definitions of the Unit Boundaries indicated in this Declaration and the Map shall be conclusive and determinative of the Unit Boundaries and calculations of Unit sizes for purposes of the administration of the Governing Documents, as well as for calculating Unit size for property tax assessments, appraisals and other purposes. To avoid inconsistencies and confusion, any attempt to measure a Unit using different calculations or measurements which result in Unit Boundaries, Unit sizes or other variances from the calculations contained in the Declaration and Map are hereby specifically rejected and deemed ineffective. For the purpose of more particularly describing, defining, measuring and determining the boundaries of an Air Space Unit, the following directives shall be applied and followed, provided, however, that some portions of the areas defined as an Air Space Unit may include elements/components located within an Air Space Unit that are defined to be a Common Element in Section 2.13 in this Declaration and are subject to the Common Element Repair and Maintenance Access Easement reserved and provided for in Section 4.4 in this Declaration:

3.3.1. **Vertical Boundaries of a Unit.** The Vertical Boundaries of each Air Space Unit are generally described below and are more definitively depicted on the Map.

3.3.1.1. **Vertical Boundaries of an Air Space Unit (Side Boundary – Exterior Perimeter Wall).** The Vertical Boundary (side wall) for the walls adjacent to the exterior portions of a Building shall extend to and from the outermost portion of the exterior surfaces of the studs associated with the framing the Air Space Unit, which area is further indicated on the Map. The boundaries of the Unit and associated area of the Air Space Unit shall include, without limitation, the following elements and components (to the extent present in the constructed Improvements): (a) the void space from the outermost portion of the framing stud/elements to the innermost portion of the drywall affixed to the interior portion of the framing stud/elements and any insulation placed in such void area, (b) the finished and unfinished drywall affixed to the interior portion of the framing stud/element, and (c) the interior remaining portion of the Air Space Unit as defined by these Declarations and depicted on the Map.

3.3.1.2. **Vertical Boundaries of an Air Space Unit (Side Boundary – Interior Perimeter Shared Wall)**. The Vertical Boundary (side wall) for the walls adjacent to an interior-walls of adjacent Air Space Unit or internal hallways, stairways or other internal areas of Common Elements shall extend to and from the center-point of the fire separation or studs situated between the adjacent Air Space Unit or internal Common Elements, which area is further indicated on the Map. The boundaries of the Air Space Unit and associated area of the Air Space Unit shall include, without limitation, the following elements and components (to the extent present in the constructed Improvements): (a) the void space from the outermost portion of the framing stud/elements to the innermost portion of the drywall affixed to the interior portion of the framing stud/elements and any insulation placed in such void area, (b) the finished and unfinished drywall affixed to the interior portion of the framing stud/element, and (c) the interior remaining portion of the Air Space Unit as defined by these Declarations and depicted on the Map.

3.3.1.3. In all instances, the Vertical Boundary of an Air Space Unit extends downward to the point of their planar intersection with the Lower Boundary and upward to the Upper Boundary of the Air Space Unit.

3.3.2. **Horizontal Boundaries of an Air Space Unit.** The Horizontal Boundaries establishing the upper boundary (ceiling) and lower boundary (flooring) of each Air Space Unit shall conform with the following dimensions:

3.3.2.1. **Lower Horizontal Boundary of an Air Space Unit; Flooring.** The lower Horizontal Boundary (flooring) of an Air Space Unit are generally described below and are more definitively depicted on the Map.

a. **Units Located on Top Floor.** For Air Space Units located on the top floor level of the Building, the lower Horizontal Boundary (flooring) of an Air Space Unit shall extend down to the upward facing portion of the flooring beams, truss and deck constituting the “**Flooring System**” of an Air Space Unit and such area shall include all subflooring, finished flooring and related material which together shall constitute the floor of a Unit. Any infloor heating serving a Unit is deemed to be part of the Unit.

b. **Units Not Located on Top Floor.** For Air Space Units located on the floor levels other than the top floor level of the Building, the lower Horizontal Boundary (flooring) of an Air Space Unit shall extend down to the upward facing portion of the Flooring System of an Air Space Unit and such area shall include all subflooring, finished flooring and related material which together shall constitute the floor of an Air Space Unit. Any infloor heating serving a Unit is deemed to be part of the Air Space Unit.

c. The remaining portion of the Flooring System not included within the Unit Boundaries are deemed to be a Common Element.

3.3.2.2. **Upper Horizontal Boundary of an Air Space Unit; Ceiling.** The upper Horizontal Boundaries (ceiling) of each Air Space Unit are generally described below and are more definitively depicted on the Map.

a. **Units Located on Top Floor.** For Air Space Units located on the top floor level of the Building, the upper Horizontal Boundary (ceiling) of an Air Space Unit shall extend upward to the surface of the lower, innermost portion of the beams, joists, rafters and/or other framing or structural elements which

constitute the ceiling of an Air Space Unit, including all finished ceilings which constitute the ceiling of an Air Space Unit. All elements and components located above this designated point shall constitute a Common Element.

b. **Units Not Located on Top Floor.** For Air Space Units located on the floor levels other than the top floor level of the Building, the upper Horizontal Boundary (ceiling) an Air Space Unit shall extend upward to the surface of the lower portion of the Flooring System associated with the Air Space Unit located immediately above the subject Unit.

c. The remaining portion of the ceiling, including all roofing elements, not included within the Unit Boundaries are deemed to be a Common Element.

3.3.3. **Intersection of Boundaries.** The boundaries of each Air Space Unit shall extend to their planar intersections with between each of the Vertical Boundaries and the Horizontal Boundaries constituting the Air Space Unit.

3.3.4. **Other Elements of a Unit.** In addition to the foregoing, an Air Space Unit shall include, without limitation, the following components/elements, which are deemed to be part of the Air Space Unit, provided, however, that some portions of the Unit may include elements/components located within a Unit that are defined to be a Common Element in this Declaration:

(1) Any soffits, drywall, wall paneling, wood, tile, paint, paper, carpeting, or any other wall, ceiling, or floor covering, shutters, doorsteps and stoops (if any) and doors, partitions and improvements interior to the Unit that are not Common Elements.

(2) All windows and doors, including the interior and exterior surface of such windows and doors, including related panes of glass, window frames and operational mechanisms and related door frames and hardware and operational mechanisms.

(3) Any fireplace or stove hearth, facing brick, tile or firebox.

(4) Any and all fixtures and hardware and all improvements contained within the unfinished perimeter walls, ceilings, and floor.

(5) Any individual mechanical installations or equipment exclusively serving a Unit and located within the Unit boundaries, including, without limitation, air-conditioning units and fixtures, heating units and fixtures (including in-floor heating), individual hot water heaters, individual water and sewer service lines, and any plumbing, tanks, fixtures, vents, flumes, pipes, and all other related equipment and components.

(6) Any individual utility, including related lines, fixtures, pipes, conduits, switches, boxes, fuses/fuse boxes, and all other related equipment serving that Unit only and located within the Unit boundaries, including, but not limited to, water, sewer, electrical, gas, fiber, cable, phone, and the like plumbing lines, fixtures, pipes, and all other related equipment, serving that Unit only and located within the Unit boundaries are defined as Unit and deemed to be part of the Unit.



3.3.5. **Relocation of Unit Boundaries.** Except for Declarant and its exercise of the Reserved Rights and subject to the Town Development Approvals and Requirements, no Owner or Owners may relocate the boundaries of any Unit(s) except by amendment to this Declaration in accordance with the applicable requirements hereof. In addition, except for Declarant and its exercise of Reserved Rights, any relocation of boundaries shall be done in accordance with the procedures set forth in CCIOA, in particular Sections 212 and 213. All costs incurred in connection with such relocation of boundaries shall be borne by the Owner or Owners of the affected Units, including all costs incurred by the Association in connection therewith.

3.4. **Unit Boundaries – Townhome Units and Party Walls.**

3.4.1. **Boundaries.** The boundaries of each Townhome Unit are designated below and are intended to be as the same are depicted on the Map. In the event of any conflict between any provisions of this Declaration and depictions contained on the Map, with respect to any Townhome Unit boundary, the depictions on the Map shall control. It is noted that the Unit Boundaries of the Townhome Units differ from the description and determination of the Unit Boundaries of the Air Space Units and related Common Elements associated with the Air Space Units. The boundaries of each Townhome Unit are broadly intended and defined to include any and all interior and exterior elements and components of the Improvements falling within the footprint of the constructed Townhome Unit, which together constitutes the Townhome Unit, including, but not limited to, any and all, decks and patios, structural components, flooring, roofing and siding elements, mechanical, electrical and plumbing systems, all utilities and such other features, elements and components constituting the Townhome Unit. All interior/exterior doors, windows, and skylights for a Townhome Unit are deemed to be part of the Townhome Unit. The Townhome Units share a common partition wall with an adjacent/adjoining Townhome Unit, which common partition wall is deemed to be a Party Wall, the details and provisions of which are defined in section 3.4.2 below. An Owner shall not modify or alter the exterior appearance and condition of a Townhome Unit, including doors, windows, decks and patios, or the Limited Common Elements, without the specific advance written approval of the Association, which may be granted or withheld in the sole discretion of the Association.

3.4.2. **Party Walls.**

(a) **Party Walls Defined.** In connection with the construction of the Townhome Units, each Townhome Unit has been constructed in a manner that certain shared elements and facilities will be constructed along and over the common boundaries of the Townhome Units common walls (the “Party Walls”) that will support and be integrated into adjacent Townhome Units. The Party Walls consist of certain facilities and elements, including, without limitation, common walls, footings and roof elements which together form a structural part of and physically joins the adjoining Townhome Unit together with any mechanical, electrical, plumbing and other utilities constructed and installed within the area of the Party Walls and serving the adjoining Townhome Units. The boundary between the two adjacent Townhome Units shall be the vertical boundary running through the center of the Party Wall as noted on the Map. The aspects of the improvements on either side of the Party Wall are deemed to be part of the Townhome Unit extending from the center of the Party Wall.

(b) **Party Wall Easement.** The Association along with each Owner that owns a Townhome Unit adjoining another Townhome Unit in which a Party Wall is present is hereby granted a reciprocal, perpetual easement of support and shelter over the portion of any Party Wall. Each Owner covenants to continue to provide support and shelter that presently exists (or will exist following construction of the Townhome Unit) as may be necessary to maintain the integrity of each Townhome Unit. Each Owner and the Association has a reasonable easement for mechanical, electrical, plumbing and other utility facilities (including pipes, ducts, and utility ways and chases) as well as for structural

support necessary as may be necessary to maintain the integrity of each Townhome Unit and provide utility services to the Townhome Units.

(c) **Ownership of Party Walls.** Each Townhome Unit shall be deemed to include that portion of a Party Wall extending from the exterior surface of the Party Wall which is inside the Townhome Unit to the center of the Party Wall, together with the necessary easements for perpetual lateral and subjacent support, maintenance, repair and inspection of the Party Wall with equal rights of joint use with the owner of the adjoining Townhome Unit upon which a portion of the Party Wall is located.

(d) **Maintenance of Party Walls.** The cost of maintaining each Party Wall, including shared foundation elements/structures, or shared roof if the roofline is joined shall be shared equally by the Owners of the Townhome Units within which Party Wall is included.

(e) **Protection of Party Walls.** No Owner shall have the right to destroy, remove or make any structural changes in or to a Party Wall that would jeopardize the structural integrity of any Improvement or Townhome Unit without the prior written consent of the affected Owners, any First Mortgagees of said Owners, and the Association. No Owner shall subject a Party Wall to the insertion or placement of timbers, beams or other materials in such a way as to adversely affect the Party Wall's structural integrity. No Owner shall subject a Party Wall to any use that in any manner whatsoever may interfere with the equal use and enjoyment of the Party Wall by the Owner that owns a portion of the Party Wall. Notwithstanding the foregoing, all of the covenants and restrictions contained herein shall be subject to the Declarant Rights as set forth herein.

(f) **Damage by Intentional or Negligent Act of Owner.** Should a Party Wall be structurally damaged or destroyed by the intentional act or negligence of an Owner (the "Responsible Owner") or the Responsible Owner's agent, contractor, employee, tenant, family member, licensee, Guest or invitee, the Responsible Owner shall be responsible for promptly undertaking the work required to repair and/or rebuild the damaged or destroyed Party Wall substantially to its original form ("Party Wall Repair Work") at the sole cost and expense of the Responsible Owner. If the Responsible Owner fails or refuses to commence the Party Wall Repair Work within 30 days of the occurrence, the Association may, but need not undertake the Party Wall Repair Work and charge the Responsible Owner for any and all costs and expenses incurred by the Association in undertaking such work, including, without limitation, architectural/engineering expenses, construction costs (including contractor time, materials, supplies, equipment and other materials), permitting fees/taxes, and consulting fees (legal, accountant, manager, etc.) ("Party Wall Repair Work Costs"). The Responsible Owner shall fully reimburse the Association for the Party Wall Repair Work Costs as a Reimbursement Assessment, which shall be repaid within 30 days of a reimbursement notice is sent to the Responsible Owner. In addition to the payment of the Party Wall Repair Work Costs, the Responsible Owner shall also compensate the other Owner(s) for any damages sustained to person or property as a result of such intentional or negligent act.

(g) **Damage from Other Causes.** Should a Party Wall be structurally damaged or destroyed by causes other than the intentional act or negligence of an Owner (or its agent, contractor, employee, tenant, family member, licensee, guest or invitee), the Party Wall Repair Work shall be undertaken by the Owners owning any portion of the Party Wall, each to pay an equal share of the Party Wall Repair Work Costs. Should either of the Owners fail or refuse to undertake the Party Wall Repair Work, the Association may, but need not, undertake the Party Wall Repair Work and in such event it shall assess equitably the costs incurred in connection with the Party Wall Repair Work Costs to each Owner owning any portion of the Party Wall, which assessment shall be deemed a Reimbursement Assessment, which shall be repaid within 30 days of a reimbursement notice is sent to the Owner.

(h) **Rights Granted to Association.** Each Owner, by its acceptance of a deed or other conveyance vesting in the Owner an interest in a Townhome in the Community, does hereby irrevocably constitute and appoint Association (with full power of substitution) as said Owner's attorney-in-fact, in said Owner's name, place and stead, to take any and all actions and to execute and deliver any and all instruments as may be necessary or appropriate to Association to enable the Association to undertake any of the Party Wall Repair Work that the Association may elect to undertake hereunder. The Association is also granted a right of access to enter upon the Townhome Units to undertake any work that the Association may elect to undertake hereunder

(i) **No Encroachment.** In the event that any portion of any constructed Improvement, including any Party Wall, shall protrude over Townhome Unit boundary line, the Party Wall shall be deemed to run from the center of the Party Wall, not the common property lines and an encroachment easement shall be deemed to exist for the portion of the Party Wall encroaching beyond the common property line. Such protruding structure shall not be deemed to be an improper encroachment upon the adjoining Townhome Unit nor shall any action be maintained for the removal of or for damage because of such protrusion. The foregoing shall also apply to any replacements of any Party Wall if the same are constructed substantially in conformity with the previously existing Party Wall as originally constructed. If a Party Wall is in need of repair or is destroyed or damaged by a casualty, the Parties shall repair, restore or reconstruct it substantially to its original form.

(j) **Colorado Law.** Any matters concerning a Party Wall which are not covered by the terms of this Agreement shall be governed by the general rules of Colorado law regarding party walls. To the extent not inconsistent with the terms and conditions of this Declaration, the general rules of law of the State of Colorado concerning party walls shall be applicable hereto.

3.4.3. **Deviations from Definition of Unit Boundaries of Townhome Units.** It is intended that the definitions of the Unit Boundaries indicated in this Declaration and the Map shall be conclusive and determinative of the Unit Boundaries and calculations of Townhome Unit sizes for purposes of the administration of the Governing Documents, as well as for calculating unit size for property tax assessments, appraisals and other purposes. To avoid inconsistencies and confusion, any attempt to measure a Townhome Unit using different calculations or measurements which result in Unit Boundaries, unit sizes or other variances from the calculations contained in the Declaration and Map are hereby specifically rejected and deemed ineffective.

3.5. **No Partition of Units or Common Elements.** Except for Declarant and its exercise of the Reserved Rights and subject to the Town Development Approvals and Requirements, no Owner may assert any right or bring any action for partition or subdivision with respect to such Owner's Unit or the Common Elements. By becoming an Owner, each Owner waives any and all rights of subdivision or partition that such Owner may have with respect to such Owner's Unit and/or the Common Elements. This Section shall not, however, limit or restrict the right of the Owners of a Unit to bring a partition action pursuant to Section 38-28-101, et seq., of the Colorado Revised Statutes requesting the sale of the Unit and the division of the proceeds among such Owners; provided that no physical division of the Unit or of the Common Elements shall be permitted as a part of such action and no such action shall affect any other Unit. Any purported conveyance, encumbrance, judicial sale or other voluntary or involuntary transfer of an undivided interest in the Common Elements made without the Unit to which that interest is appurtenant is void.

3.6. **Encumbrances; Mechanic Liens.**

3.6.1. Any Owner shall have the right from time-to-time to Mortgage or encumber his interest in a Unit by a Mortgage or Deed of Trust.

3.6.2. If any Owner shall cause or permit any material to be furnished to such Owner's Unit or any labor or services to be performed therein, neither the Association nor any other Owner of any other Unit shall be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done and such Owner shall be solely responsible to contractors, laborers, materialmen and other Persons furnishing labor, services or materials to such Owner's Unit. Nothing herein contained shall authorize any Owner or any Person dealing through, with or under any Owner to charge the Common Elements or any Unit other than that of such Owner with any mechanic's or materialmen's lien or other lien or encumbrance whatsoever. Notice is hereby given that the right and power to charge any lien or encumbrance of any kind against the Common Elements or against any Owner or any Owner's Unit for work done or materials furnished to any other Owner's Unit is expressly denied. If, because of any act or omission of any Owner, any mechanic's or materialmen's lien or other lien or order for the payment of money shall be filed against any of the Common Elements or against any other Owner's Unit or against any other Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose or which act or omission forms the basis for such lien or order shall, at such Owner's own cost and expense, cause such lien or order to be canceled or bonded over in an amount and by a surety company reasonably acceptable to the party or parties affected by such lien or order within twenty (20) days after the filing thereof, and further such Owner shall indemnify and save harmless all such parties affected from and against any and all costs, expenses, claims, losses or damages, including reasonable attorneys' fees resulting therefrom.

3.7. **Additions, Alterations or Improvements.**

3.7.1. **Units.** Except for Declarant and its exercise of the Reserved Rights no additions, alterations, changes or improvements shall be constructed, made, done or permitted to any Unit or any appurtenant Limited Common Element assigned to the Unit by any Owner, Occupant, or employee or agent thereof, without the prior written approval of the Board. Without limiting the generality of the foregoing, said restrictions shall apply to and include (a) alteration or change of any structural systems/elements, mechanical elements or utilities associated with a Unit or appurtenant Limited Common Element, (b) painting or other alteration or change of the exterior of a Unit, including doors and windows, (c) alteration or change of any Common Elements (including Limited Common Elements) appurtenant to the Units, or (d) addition, alteration, change or removal of any decks, patios, walkways/pathways, driveways or fences. The foregoing restrictions shall not apply to nonstructural additions, alterations, changes or improvements to the interior of a Unit, that are not visible from outside the Unit, and that are in compliance with all applicable laws, ordinances, regulations and codes. Except for alterations to a Limited Common Element which have received the prior written approval of the Board of the Association, no Owner or Occupant shall have any right to alter, change or improve in any way the Common Elements or any part thereof, said Common Elements being the exclusive responsibility and jurisdiction of the Association.

3.7.2. **Common Elements.** Except for Declarant and its exercise of the Reserved Rights, the Association, through its Board, shall have the right and authority to make any changes, alterations, improvements or additions to the Common Elements, including the Limited Common Elements. No individual Owner shall have any right to do any of such things without the express prior written consent of the Board.

3.8. **Association Maintenance Responsibilities.**

3.8.1. **Common Elements.** Subject to the rights and requirements of the Association to allocate Common Expenses among certain Buildings and/or Units as a Limited Common Expense, and except as such obligations may otherwise be assigned to Owners in Section 3.9 below, the Association, in the exercise of its commercially reasonable judgment by and through the Board, which determinations may include recommendations obtained from a qualified consultant as deemed necessary and appropriate

by the Board, shall be responsible for certain aspects relating to the maintaining, repairing, improving, restoring and replacing the Common Elements, including the Limited Common Elements, as follows:

A. **General Common Elements.** The cleaning, operating, inspecting, maintaining, repairing and replacing each of the General Common Elements, including any necessary replacement of associated components, which work includes, without limitation, the following:

(1) The access roads/driveways, parking areas, any entry features, pathways, steps and such other pedestrian and vehicular ingress/egress and maneuvering areas, including any and all related mechanical, electrical, plumbing and other service systems and equipment, systems, provided that patios, decks, driveways and pathways that have been assigned as a Limited Common Element to a Unit shall be the responsibility of the Owner of the Unit.

(2) The common landscaping, hardscaping, signage, street and pathway/trail lighting and subdivision signage on General Common Elements, except that maintenance, repair and replacement of landscaping, hardscaping, driveways, pathways, partition fences, patios, decks and the like that have been assigned as a Limited Common Element to a Unit shall be the responsibility of the Owner of the Unit.

(3) Snow removal from Association Property, except that snow removal on patios, decks, driveways and pathways that have been assigned as a Limited Common Element to a Unit shall be the responsibility of the Owner of the Unit. The Association shall remove snow from Building roofs as is reasonably required from time to time, the cost of which shall be allocated as a Common Expense.

(4) The mechanical, electrical, plumbing and other service systems, and all related equipment, systems and facilities serving multiple Air Space Units and designated as General Common Element, provided, however, that any such facilities, systems and equipment located within an Air Space Unit or designated as a Limited Common Element that serves only that Air Space Unit shall be inspected, maintained, repaired, replaced or upgraded by the Owner of such Unit or appurtenant Limited Common Element;

(5) All structural elements and roofs, siding, foundations, common lighting and utilities and any entry features or signage associated with a Building containing Air Space Units;

(6) Any snow melt systems for the General Common Elements; and

(7) The painting, staining or other resurfacing of the exterior surfaces of all walls and facades of the Buildings containing the Air Space Units, but not the Townhome Units.

B. In addition to the foregoing responsibilities, the Association, at its cost and expense, shall also be responsible for the following:

(1) The ownership, repair and maintenance of all roads, sidewalks/trails, fences, retaining walls, benches, lighting, shared parking areas, including snow removal, landscaping, weed mitigation and control, drainage/stormwater management, irrigation systems, ditches and pipelines, drainage/stormwater management facilities, commonly owned utilities and other Community facilities.

(2) The ownership, repair and maintenance of certain portions of the Sewerlines serving the Community as provided for in the Subdivision Plat, in particular Platnote #15 and Platnote #16, which provides that the Association is accepting ownership, maintenance and repair of: (1) the entirety of each sewer service line, including the full-bodied wye; and (2) the portion of the main sewer line between MH O-1-D to MH O-1-D-6 (Run A), MH O-1-D-3 to MH O-1-D-7 (Run B) and HM O-1-D-4 to MH O-1-D-8 (Run C) that have been installed in the Community the Association will be responsible for any required maintenance or repair of such lines, at their cost and expense. In the event that infiltration and inflow issues relating to these retained lines become a problem, the Association will need to correct the issue within a reasonable time; should the issue not be properly addressed, the Town will undertake the work and charge the cost to the Owner and/or the Association.

(3) The Town is not responsible or liable in any manner for the maintenance, repair, or operation of such Common Elements and Improvements owned and operated by the Association. In the event that said maintenance is not properly performed, the Town of Ridgway, following written notice and reasonable time to cure, may cause the work to be done, assess the cost to the Association, may certify such charges as delinquent charges to the county Treasurer to be collected similarly to taxes, may record a lien on said Common Elements, which may be foreclosed in any lawful manner, or may pursue any other remedy available in order to collect such charges. These obligations shall run with the land and be binding upon all successors in interest to the said lot(s).

C. **Limited Common Elements.** Except with respect to the requirements imposed upon the Unit Owner in Section 3.9, the Association shall be responsible for the operating, inspecting, maintaining, repairing and replacing each of the following Limited Common Elements associated with Buildings that contain Air Space Units, including any necessary replacement of associated components, which work includes, without limitation, the following:

(1) Repair and replacement of any structural elements of an Air Space Unit or Limited Common Element associated with an Air Space Unit;

3.8.2. Each Unit is subject to an easement for the benefit of the Declarant and the Association and its Board, agents, employees and contractors, for purposes of accomplishing the maintenance and repair rights described in this Section 3.8.

3.8.3. In performing its duties and functions under this Section 3.8 and allocating costs associated with the work, the Association shall adhere to the following standards:

A. The Association, through its Board, shall determine the nature, extent and timing of the work to a Common Element, Limited Common Element or Unit in the exercise of its commercially reasonable judgment. The Board may elect to secure recommendations from a qualified consultant when determining the timing and need for such work.

B. The costs and expenses of the work to a Common Element, Limited Common Element, Unit shall be deemed to be a Common Expense, which will be fairly and reasonably allocated among all Owners, provided, however, that the Board may allocate some or all of the costs and expenses of the work among particular Unit when the work and services are attributable to abnormal or excessive wear and tear as determined by the Board in its reasonable discretion.

C. In the event that the need for maintenance, repair, or replacement of all or any portion of the Common Elements or of any Unit is caused through or by the act, omission or neglect of an Owner, or by any member of an Owner's family, or by an Owner's guests, invitees, licensees or tenants, then the expenses incurred by the Association for such maintenance, repair, or replacement and/or any insurance deductible related to such maintenance, repair or replacement shall be a personal obligation of such Owner. Owners may be further liable for non-insured losses (or losses below the applicable insurance deductible) and for insurance deductibles or portions thereof, even if not at fault, in accordance with this Declaration. If an Owner fails to repay the obligations of such Owner as outlined in this Section above within thirty (30) days after notice to the Owner of the amount owed, then the failure to so repay shall be a default by the Owner under the provisions of this Section, and such expenses shall automatically become a Reimbursement Assessment determined and levied against such Unit,

3.8.4. **Limitation of Liability.** NOTWITHSTANDING THE DUTY OF THE ASSOCIATION TO MAINTAIN AND REPAIR PORTIONS OF THE PROJECT, THE ASSOCIATION SHALL NOT BE LIABLE TO OWNERS FOR INJURY OR DAMAGE, OTHER THAN FOR THE COST OF MAINTENANCE AND REPAIR, CAUSED BY ANY LATENT CONDITION OF THOSE PORTIONS OF THE PROPERTY TO BE MAINTAINED AND REPAIRED BY THE ASSOCIATION, OR CAUSED BY THE ELEMENTS OR OTHER OWNERS OR PERSONS. Further, the Association shall not be liable for injury or damage to person or property resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, except for injuries or damages arising after the Owner of a Condominium Unit has put the Association on notice of a specific leak or flow from any portion of the Common Elements and the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter. The Association shall not be liable to the Owner of any Unit or such Owner's guest, lessee or invitee for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner, or any Owner's guest, lessee or invitee for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Declaration where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

3.8.5. In the event of a conflict between the responsibilities of the Association under Section 3.8 and an Owner under Section 3.9, the provisions of Section 3.9 shall control.

3.8.6. The Association, through its Board and in its discretion, may, but need not, promulgate and, from time to time, may modify or update a list of repair and maintenance responsibilities ("**Repair and Maintenance Outline List**") that an Owner is required to perform on the Owner's Unit or Limited Common Elements assigned to the Owner as well as those repair and maintenance responsibilities of the Association with respect to the Common Elements, which will be consistent with the provisions of Section 3.8 and Section 3.9. The purpose of the Repair and Maintenance Outline List is to provide guidance and offer examples of the respective duties and obligations of the Owners and Association. In all events, the terms and conditions, including the respective rights, duties and obligations of the Association and the Owners as provided for in the Declaration shall control. In the event of any inconsistencies between requirements contained in the Repair and Maintenance Outline List and the Declaration, the requirements and provisions of the Declaration shall control. The Board may modify the

Repair and Maintenance Outline List from time to time, which shall be circulated to the Owners when completed.

3.9. **Owner Maintenance Responsibilities.**

3.9.1. **Air Space Unit.** Each Owner shall be responsible for inspecting, maintaining, repairing, improving, restoring and replacing the interior area of their Air Space Unit, including the, interior and exterior portions of any doors and windows, including glass. An Owner of an Air Space Unit shall maintain and keep their Air Space Unit and related Limited Common Elements in good order and repair and in a clean, safe, attractive and sightly condition. Each Owner of a Unit shall be responsible for:

A. Cleaning, sweeping, maintaining, repairing, improving, restoring and replacing as necessary:

(1) All interior elements and features of the Owner's Air Space Unit, including, without limitation, appliances, FF&E, personal property, hot tubs, vents, the interior non-supporting walls, improvements, fixtures, equipment, and appurtenances;

(2) All such other areas that have been assigned to the Unit as a Limited Common Element, including, without limitation, the deck and patio assigned to the Unit, including any related snow removal and any snowmelt system and deck/patio covering.

(3) All interior non-supporting walls, improvements, fixtures, equipment, appliances and appurtenances.

(4) The individual mechanical, electrical, plumbing and other service systems, and all related equipment, systems and facilities serving just the Owner's Airspace Unit or designated as a Limited Common Element to an Air Space Unit shall be inspected, maintained, repaired, replaced or upgraded by the Owner of such Unit or Limited Common Element at its cost and expense.

B. General cleaning, maintenance, repair or replacement of interior and exterior doors and windows, which includes the replacement of cracked, chipped or broken glass (in conformance with the same door or window being replaced), including routine adjustments required to enable the normal, customary operation of the window and door and adequate weather stripping to prevent water intrusion. Except for Declarant and its exercise of Reserved Rights, no changes to or replacement of exterior doors or windows may be made without the prior written approval of the Association.

C. Maintaining, repairing and replacing all plumbing, mechanical, heating and air conditioning, electrical and other utility systems serving only the Owner's Air Space Unit, including all related lines, pipes, switches, tanks, controls and the like.

D. Maintaining, repairing and replacing all snowmelt systems designated within the Townhome Unit or located on Limited Common Elements assigned to the Air Space Unit, including the replacement of any concrete or other materials affected by such servicing.

E. All elements and finishes associated with decks, railings and patios, including structural components and any damaged concrete.



F. Such other matters as reasonably determined by the Board and uniformly applied to all similarly styled Air Space Unit.

3.9.2. **Townhome Unit.** Each Owner shall be responsible for inspecting, maintaining, repairing, improving, restoring and replacing the interior and exterior area of all Townhome Units, including the exterior treated (painted or stained) or untreated surface area of the Townhome Units, including doors, windows and skylights. An Owner of a Townhome Unit shall maintain and keep their Townhome Unit and related Limited Common Elements in good order and repair and in a clean, safe, attractive and sightly condition. Each Owner of a Unit shall be responsible for:

A. Cleaning, sweeping, maintaining, repairing, improving, restoring and replacing as necessary:

(1) All interior and exterior elements and features of the Owner's Townhome Unit, including, without limitation, appliances, FF&E, personal property, hot tubs, vents, the interior non-supporting walls, improvements, fixtures, equipment, and appurtenances;

(2) All such other areas that have been assigned to the Townhome Unit as a Limited Common Element, including, without limitation, the deck and patio assigned to the Townhome Unit, including any related snowmelt system and deck/patio covering.

(3) All elements and finishes associated with decks, railings and patios, including structural components and any damaged concrete.

(4) All interior non-supporting walls, improvements, fixtures, equipment, appliances and appurtenances.

(5) The individual mechanical, electrical, plumbing and other service systems, and all related equipment, systems and facilities serving just the Owner's Townhome Unit or designated as a Limited Common Element to a Townhome Unit shall be inspected, maintained, repaired, replaced or upgraded by the Owner of such Townhome Unit or Limited Common Element at its cost and expense.

(6) General cleaning, maintenance, repair or replacement of interior and exterior doors and windows, which includes the replacement of cracked, chipped or broken glass (in conformance with the same door or window being replaced), including routine adjustments required to enable the normal, customary operation of the window and door and adequate weather stripping to prevent water intrusion. Except for Declarant and its exercise of Reserved Rights, no changes to or replacement of exterior doors or windows may be made without the prior written approval of the Association.

B. Maintaining, repairing and replacing all plumbing, mechanical, heating and air conditioning, electrical and other utility systems serving only the Owner's Townhome Unit, including all related lines, pipes, switches, tanks, controls and the like.

C. Maintaining, repairing and replacing all snowmelt systems designated within the Townhome Unit or located on Limited Common Elements assigned to the Townhome Unit, including the replacement of any concrete or other materials affected by such servicing.

D. Such other matters as reasonably determined by the Board and uniformly applied to all similarly styled Townhome Unit.

3.9.3. **Limited Common Elements Assigned to the Townhome Unit.** Each Owner of a Townhome Unit shall be responsible for undertaking the following at the cost and expense of Owner and should Owner fail or refuse to do so within the timeframe or standards required by the Association, the Association may, but need not undertake such work and levy the cost of such undertaking to the Townhome Unit as a Reimbursement Assessment:

A. Cleaning, sweeping, and general maintenance and snow removal of the driveways, sidewalks, pathways and stairways that have been assigned to the Townhome Unit as a Limited Common Element,

B. Cleaning, sweeping, and general maintenance and snow removal of patios and decks that have been assigned to the Unit as a Limited Common Element, inclusive of the repair and maintenance of any snow melt system and related waterproofing and drainage systems associated with a deck or patio assigned to a Unit as a Limited Common Element.

C. Fencing, landscaping, hardscaping, and pathways, placed on the area of the Limited Common Element appurtenant to the Townhome Unit; and

D. Such other matters as reasonably determined by the Board and uniformly applied to all similarly styled Townhome Units.

3.9.4. In addition, each Owner shall be responsible for any damage to other Townhome Units or Common Elements resulting from the Owner's failure to perform or negligent performance of the Owner's maintenance and repair responsibilities as set forth herein.

3.9.5. An Owner shall not allow any action or work that will impair the structural soundness of the improvements, impair the proper functioning of the utilities, heating, ventilation, or plumbing systems or integrity of the Building, or impair any easement or hereditament. No Owner shall alter any Common Elements without the prior written consent of the Board. Notwithstanding the foregoing, any maintenance or repair performed on or to the Common Elements by an Owner or occupant which is the responsibility of the Association hereunder shall be performed at the sole expense of such Owner or occupant, and the Owner or occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

3.9.6. Each Owner shall perform the Owner's maintenance and repair responsibilities in such manner as shall not unreasonably disturb or interfere with other Owners, Guests or Occupants.

3.9.7. If an Owner fails to perform any such maintenance or repair obligations within 10 days following receipt of a written notice from the Board requesting the same, the Board shall have the right to enter upon the Owner's Townhome Unit to perform such obligations on the Owner's behalf and to levy and collect a Reimbursement Assessment upon the Owner and the Owner's Townhome Unit for the costs and expenses incurred by the Association in connection therewith.

3.9.8. Each Townhome Unit is subject to an easement for the benefit of the Association and its Board, agents, employees and contractors, for purposes of accomplishing the maintenance and repair rights described in this Section 3.9.

3.9.9. In the event of a conflict between the responsibilities of the Association under Section 3.8 and an Owner under Section 3.9, the provisions of Section 3.9 shall control.

3.10. **Standard of Care.** The Association and the individual Owners shall each use a reasonable standard of care in performing their respective maintenance, repair and upkeep responsibilities so that the entire Community will reflect a pride of ownership. Except for Declarant and its exercise of

Reserved Rights, all repairs and replacements within the Community shall be substantially similar to the original construction and craftsmanship and shall be of first-class quality.

3.11. **Emergency Maintenance and Repair.** In the event of an emergency or the sudden occurrence of unanticipated conditions which threaten the health, safety or physical well-being of Persons or property within the Community or which conditions affect the common usage of Common Elements or inconvenience the Owners, the Board shall have the authority (without any notice being required) to take whatever remedial action and to undertake such maintenance, repairs and improvements as may be necessary anywhere in the Community to protect persons and property, including the right to gain reasonable access to a Unit to complete this work.

3.12. **Compliance with Laws.** No Owner or Occupant shall do any act or cause or permit anything to be done or kept in or upon its Unit, or any Common Elements, which would be in violation of any federal, state, city or other law, ordinance, regulation or code of any governmental body having jurisdiction, or of any rule or regulation promulgated by the Association, or of any provision of this Declaration, or which would result in the increase of, or cancellation of, insurance maintained by the Association.

3.13. **Use and Occupancy of the Residential Unit.**

3.13.1. Each Residential Unit shall be occupied and used for residential purposes, only in conformance with the Town Development Approvals and Requirements. No business, professional or other non-residential or commercial use shall be made within any Residential Unit except as allowed by this Declaration and the Town Development Approvals and Requirements. Home occupations may be allowed if approved by the Board on a case-by-case basis and if allowed by the Town Development Approvals and Requirements.

3.13.2. Notwithstanding anything to the contrary contained in this Declaration, Declarant reserves to itself and its employees, agents and contractors the right to perform such activities within the Community and the right to maintain therein such facilities as Declarant deems reasonably necessary or incidental, for purposes of completing the development and sale of Units in the Community, specifically including without limitation the maintenance of business and/or sales offices, storage areas, signs, model units, parking areas and lighting facilities.

3.13.3. **Restrictions on Timeshare; Fractional Use or Other Shared Use Programs.** No Unit may be used for and no Owner shall offer, lease, or sell any interest in or use of a Unit to a timeshare program, membership club or program, vacation club or program, destination club or program, interval ownership or any type of similar plan (collectively, "Plans"). As used in this Section, Plans encompasses all definitions acknowledged by Colorado Law. Mere co- ownership of a Condominium Unit by more than one person, or ownership of a Condominium Unit by an entity, shall not constitute a Plan unless it meets any of the conditions described above. This Section shall not be amended except with the approval of Owners representing at least eighty percent (80%) of the total votes of in the Association and the written approval of Declarant, for so long as Declarant owns a Unit in the Project.

3.13.4. A Unit or Common Element may not be used to grow, cultivate, store for purposes of distributing or otherwise dispensing marijuana or similar products for any personal use, including personal medical use or for commercial uses or purposes, including medical purposes.

3.14. **Use and Occupancy of the Commercial Units.**

3.14.1. Subject to the provisions of this Section 3.15, each Commercial Unit shall be occupied and used for any and all lawful purposes allowed by the Town Development Approvals and Requirements.

3.14.2. Without limiting any other rights or obligations hereunder, the following uses of Commercial Units, including appurtenant Limited Common Elements, are specifically prohibited:

(a) Bar, nightclub or dance hall; *provided, however*, a bar located within a restaurant shall be permitted;

(b) Massage parlor, adult book and/or video store or businesses with nude or topless acts or employees; and

(c) Uses and activities arising in connection with any and all growing, storing, maintaining, selling, distributing or using marijuana, including, without limitation, any such activities relating to a medical marijuana dispensary or any enterprise that in any way grows, cultivates, distributes, transmits, gives, dispenses, supplies and/or otherwise provides marijuana to any person for any purposes, including, without limitation, for routine marijuana sales and distribution and/or any “medical use of marijuana” within the meaning of any applicable federal, state or local law, without regard to whether or not the marijuana is being distributed, transmitted, given, dispensed, cultivated, supplied or provided for cash, credit, barter or otherwise and/or for no consideration.

3.14.3. Commercial Units shall comply with all state and local regulations applicable to such Units. Any commercial operation shall conduct its operations wholly within the confines of said Commercial Unit and its appurtenant Limited Common Elements unless the Board permits use of the General Common Elements for commercial purposes.

3.14.4. **Changes to Rights of Commercial Unit Owners.** Neither the Association nor any Owner may take any action or adopt any Rule that will interfere with or diminish any right of the Owner of a Commercial Unit under this Section 3.15 without the prior written consent of the Owner of the Commercial Unit.

3.15. **Use and Occupancy of the Employee Housing Units.** All Employee Housing Units shall be occupied and used for any and all lawful purposes allowed by the Town Development Approvals and Requirements.

3.16. **Vehicle Parking, Storage, Operation and Repair.**

3.16.1. Parking Spaces may be used only for purposes of parking motor vehicles and not for storage or other non-conforming purposes.

3.16.2. Owners of Townhome Units must park their allowed vehicles in the garage or paved driveway designated for their Townhome Unit. Owners of Air Space Units shall park in a parking space designated for usage by the Air Space Unit. Owners shall not park on alleys or roads within the Community, unless designated for parking by the Association. A vehicle must be parked so that it fits entirely within the designed parking space and shall not project beyond the parking space onto or into any Common Areas, including any roads, alleys or other parcels, lots or units.

3.16.3. No parking or storage of vehicles shall occur in any Common Areas unless and except to areas designated for overflow parking, if any. Any overflow parking shall be managed and regulated by the Board, including the type of vehicle allowed to park in the overflow lot and the duration of time that the parking can occur. The foregoing shall not apply to conditions during construction of

Improvements undertaken pursuant to a construction plan approved by Declarant or the Association, provided that such parking shall not block access to another Lot.

3.16.4. No boats, trailers, buses, motor homes, campers (on or off supporting vehicles), motorcycles, off-road-motorcycles, snowmobiles, recreational vehicles, all-terrain vehicles, trucks, industrial or commercial vehicles (both cabs or trailers), abandoned or inoperable vehicles (as defined below), or any other similar vehicles (excepting passenger automobiles and one ton or smaller pick-up trucks) shall be parked or stored in the Community except for reasonable temporary periods for loading or unloading, as determined by the Board. The foregoing notwithstanding, a Lot Owner may park a Sprinter type van on their Lot, upon the paved driveway or garage, provided that it fits entirely on the Lot and does not project upon any Common Areas, including alleys or roads or other lots, parcels or units.

3.16.5. No motorized vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt in the Community. This restriction shall not prevent the non-commercial washing and polishing of vehicles and boats, together with activities normally incident thereto.

3.16.6. An “abandoned or inoperable vehicle” shall mean any motorized vehicle which does not display a current motor vehicle license or which is not capable of being driven under its own propulsion or which does not have an operable propulsion system within the vehicle. In the event that the Board shall determine that a vehicle is abandoned or inoperable, or is otherwise in violation of the provisions of this section, a written notice of violation describing said vehicle shall be personally delivered to the vehicle owner (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner cannot be reasonably ascertained), thereafter, the Board (as the case may be) shall have the right to remove the offending vehicle, or cause the vehicle to be removed and stored, at the sole expense of the owner of the vehicle if the vehicle is located on a roadway, or at the sole expense of the Owner on which the vehicle is located, all without liability on the part of the Board.

3.16.7. The Board may cause any unauthorized vehicle parked in the Community to be immediately towed at the cost and expense of the owner of the unauthorized vehicle if the vehicles is blocking any roads, alleys or driveways. Other unauthorized vehicle parked in the Community may be towed by the Association at the cost and expense of the owner of the unauthorized vehicle, upon 24 hours’ notice.

3.16.8. An Owner shall not sell, lease or otherwise convey all or any part of the parking rights it may have (whether by virtue of its ownership of a lot or membership in the Association) and any attempted sale, lease, or other conveyance shall be void.

### 3.17. **Pets.**

3.17.1. “**Pets**” means generally recognized pets such as dogs, cats, fish, birds, rodents, and non-poisonous reptiles. Horses, chickens, pigs, and similar livestock are not deemed to be Pets for purposes of the Declaration and shall not be allowed or otherwise kept within the Community. In instances where the foregoing provisions limit or preclude the right of a person to have a Pet under applicable local, state or federal law for purposes such as an ADA Service Animal or as an Emotional Support Animal or allowances made under similar laws and regulations, the Association will make reasonable accommodations for such Pets consistent with applicable laws and regulations.

3.17.2. Subject to the requirements and limitations in this Section 3.17, for Units in the residential portion of the Community, an owner of a Unit, including their guests and tenants, may have a reasonable number of Pets in their premises from time to time.

3.17.3. The Association is authorized and directed to promulgate, monitor and reasonably enforce Rules and Regulations that further regulate the keeping and presence of Pets in the Community (“**Pet Regulations**”).

3.17.4. The keeping of a Pet in the Community is subject to the following requirements and limitations:

(a) The keeping of a Pet shall be in compliance with the Declaration, any Rules and Regulations adopted by the Association from time to time, including “Pet Regulations,” and in accordance with the Town Development Approvals and Requirements, along with all applicable laws, regulations and restrictions and promulgated by the local, state or federal governmental bodies having jurisdiction over the Community.

(b) Pets shall not be breed, sold or kept in the Community for any commercial purpose.

(c) All Pets shall be properly immunized and otherwise maintained and cared for as required by applicable laws.

(d) Pets shall not be left unattended outdoors on decks or otherwise. Dog runs or fenced areas are not allowed.

(e) The keeping of a Pet shall not result in unreasonable amount of noise or odor, or do not otherwise become a nuisance or threat to other Owners. If a Pet does harm or threaten any persons or other Pets, the Board shall have the right to require that offending Pet to be removed and no longer allowed in the Community. Pets commonly recognized as being an “aggressive” breed may be regulated or precluded by the Board through the adoption of Rules specifying such restrictions.

(f) Pets must be restrained at all times within the Owner’s Unit, and shall not be permitted outside such Lot except when leashed, and accompanied by the pet’s owner or the owner’s representative.

(g) Contractors and subcontractors may not bring dogs or other pets into the Community.

(h) No overnight boarding of a Pet for commercial purposes shall be allowed.

(i) An Owner shall promptly clean up after their pet.

3.17.5. The Owner of a Unit where a Pet is kept or the business in which the Pet is brought, as well as the legal owner of the pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of the Owner’s Lot and of streets, sidewalks, Association Property or other lots, parcels or units necessitated by such pet.

3.17.6. The Board shall be responsible for enforcing the restrictions set forth in this Section, and shall have, and is hereby given, the right and authority to determine in its sole discretion that

any one or more dogs or cats are being kept for commercial purposes, or are being kept in excessive numbers, or are causing an unreasonable amount of noise or odor, or are otherwise a nuisance to other Owners or Occupants, or that an Owner or Occupant is otherwise in violation of this Section, and to take such action or actions as it deems reasonably necessary to remedy the violation, including without limitation the levying of fines and/or Reimbursement Assessments as provided in this Declaration. Also without limiting the generality of the foregoing, the Board may require the owner or custodian of a dog that barks or howls excessively, or of a dog or cat that exhibits threatening behavior or that has other offensive habits or that otherwise violates the restrictions set forth in this Section, to confine such animal indoors, or to permanently remove such animal from the Community, and may adopt Rules governing pets.

3.18. **Leasing of Units.** Any Owner shall have the right to Lease his/her Unit under the following conditions:

3.18.1. The leasing of a Unit for Long Term Rentals or Short-Term Rentals shall be subject to in all respects and governed by the provisions of the Condominium Documents and the Town Development Approvals and Requirements, which limit and restrict the opportunity for a Short-Term Rental to occur only with respect to the Townhome/Townhome Unit in the Community (see Section 3.1) and in all such events, subject to limitations and restrictions established by the Town relating to Short-Term Rental usage and licensing requirements. There are a limited number of Short-Term Rental licenses available under Town law, so there is no assurance that any Townhome/Townhome Unit will be able to use their property for Short-Term Rentals.

3.18.2. Each Owner who leases a Unit for Long Term Rentals or Short-Term Rentals purposes shall be responsible for assuring compliance by the Occupant with all of the provisions of the Condominium Documents and the Town Development Approvals and Requirements and shall be jointly and severally responsible with the Occupant for any violations thereof by the Occupant. Any failure by the Occupant to comply with any of the Condominium Documents, in any respect, shall be a default by Occupant and Owner under the Condominium Documents which may be enforced against the Occupant and/or Owner by the Board.

3.18.3. The Association may adopt reasonable Rules concerning the leasing a Unit for Long Term Rentals or Short-Term Rentals purposes that are uniformly applied to all similar Units in the Community.

3.19. **Annoying Light, Sound or Odor.** All exterior lighting installed or maintained on any Unit shall be consistent with the Town Development Approvals and Requirements. The use of the Units shall be subject to any applicable Town Development Approvals and Requirements that relate to noise or odor.

3.20. **No Hazardous or Unsafe Activities.** No activity shall be conducted on, and no improvement shall be constructed on, any property within the Community which is or might be unsafe or hazardous to any person or property.

3.21. **No Firearms.** The discharge of firearms, including but not limited to BB guns and pellet guns, upon or within any part of the Community (including the Units) is expressly prohibited.

3.22. **Garbage and Trash.** With the exception of dumpsters or other trash receptacles provided by the Association on Common Elements, no refuse, garbage, trash, grass, shrub, or tree clippings, plant waste, scrap, rubbish, or debris of any kind shall be kept, stored, maintained or allowed to accumulate or remain anywhere within the Community.

3.23. **Right of Entry.** During reasonable hours and upon reasonable notice to the Owner or Occupant of a Unit, any member of the Board, and any authorized representative of the Board shall have the right to inspect any exterior portion of a Unit's Limited Common Elements and, with the permission of the Owner or Occupant, the interior portion of the Unit. In the case of emergency, no notice or permission shall be required to inspect the interior of a Unit. The purpose of any such inspection shall be to ascertain whether or not the provisions of this Declaration have been or are being complied with, or for the purpose of exercising any rights or performing any responsibilities (maintenance, repair, etc.) established by this Declaration and such individuals shall not be deemed guilty of trespass by reason of such entry. For purposes of this section, "emergency" shall mean circumstances posing an imminent threat of injury or damage to persons or property.

3.24. **Association Landscaping.** All landscaping located on the Common Elements shall be the responsibility of the Association, and no Owner or Occupant shall perform any landscaping activities within the Community (including without limitation the planting, grooming or removal of grass, trees, bushes or other vegetation, or the planting or tending of gardens).

3.25. **Signs and Advertising.** Any exterior signs, posters, billboards or advertising devices shall conform with the Town Development Approvals and Requirements and this Declaration.

3.26. **Flags or Displays.** Any exterior flags or other displays displayed in the Community shall conform with the Town Development Approvals and Requirements and CCIOA.

3.27. **Health, Safety and Welfare, Rules.** In the event any uses, occupancies, activities, and facilities within the Community are deemed by the Board to be an unreasonable annoyance or nuisance, or to adversely affect the health, safety or welfare of Owners or Occupants, the Board may adopt reasonable Rules of general application in order to appropriately restrict and regulate such uses, occupancies, activities or facilities within the Community. Such Rules shall be consistent with the purposes, provisions and limitations of this Declaration.

3.28. **View Impairment.** Neither the Declarant nor the Association, guarantee or represent that any view over and across the Community from their Unit and/or the Common Elements, will be preserved without impairment. The Declarant and the Association shall have no obligation to relocate, prune, or thin trees or other landscaping except as otherwise required under a separate covenant or agreement. The Association shall have the right to add trees and other landscaping to the Common Elements. There shall be no express or implied easements for view purposes or for the passage of light and air.

3.29. **Overloading.** The Units may not be used for any use beyond the maximum loads the floors of the Project are designed to carry and no apparatus, equipment, fixtures or other property of any nature may be located within the Condominium Unit if the same, singularly or in the aggregate, would violate the maximum loads that the structural flooring in the Condominium Unit is designed to support. Further, a Condominium Unit may not be used for any use which would place any extraordinary burden on any portion of the Project.

3.30. **Smoking Prohibitions and Regulation.** Smoking is absolutely prohibited in or on all areas comprising the Project other than within a Unit of a Condominium Unit, subject to such further restriction on smoking in or around the Common Elements as may be adopted by the Board in the rules and regulations of the Association. Further, smoke which escapes from a Unit into another Unit or Common Element shall be considered a nuisance and subject to applicable remedies against the offending Owner, including, without limitation, the imposition of fines in accordance with the governance policies of the Association. The Association may adopt rules and regulations to further define and regulate smoking. Smoking shall be deemed to include the use of smoke-producing or vapor-producing products such as, but not limited to,



cigarettes, cigars, pipes, marijuana, hookah, and electronic smoking devices (e.g., vaping). Smoking shall not be deemed to include smoke-producing or vapor-producing products involved with customary cooking, grilling or other household practices within a Unit.

3.31. Window Coverings. To ensure a consistent exterior appearance for the Units, all window coverings as seen from outside of a Condominium Unit or a Building may be regulated by the Association's rules and regulations

3.32. Windows and Glass Doors. Without the Association's prior approval, no windows or glass doors within a Condominium Unit may have any reflective or tinted substance placed on them. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

3.33. Refuse Removal. To the extent not handled by the Association, all rubbish, garbage and debris shall be regularly removed and will not be allowed to accumulate. All trash, garbage and other debris will be disposed of in accordance with the normal practices and procedures of and in places designated by the Association, as may change from time to time

3.34. Decks/Patios. Each Owner's use of decks/patios of such Owner's Condominium Unit or Units shall be restricted and regulated as provided in the rules and regulations adopted by the Association. Owners acknowledge and accept that such rules and regulations are anticipated to include certain prohibitions or limitations on personal property located on and improvements to the decks/patios and may include, without limitation, a prohibition against the storage of items on the Terraces and a restriction on the types and models of outdoor furniture. No gas grilles shall be kept or used on any deck/patio. Each Owner shall keep any decks/patios associated with such Owner's Condominium Unit in a state of good cleanliness and order.

3.35. Unit Temperatures. The Units must (a) be heated as necessary to maintain a minimum temperature of 55 degrees Fahrenheit from October 1 through May 30 every year, and (b) not be cooled to a temperature that causes undue moisture and frosting of Unit elements.

3.36. No Impairment. No Owner, a guest, lessee or invitee of a Condominium Unit or agent of such Owner shall do any work which, in the reasonable opinion of the Board, would jeopardize the soundness or safety of the Project or any structure created thereon or would impair any easement or other interest in real property thereto.

3.37. Acknowledgements. Each Owner is hereby advised of the following matters affecting the Unit and/or the Project and the Owners' use and enjoyment thereof:

A. Construction Activities. The Project is located in an area that is subject to or near current and/or future construction activities relating to the development of adjacent properties, (the "**Construction Activities**"). The Construction Activities are expected to generate an unpredictable amount of visible, audible and odorous impacts and disturbances. The Construction Activities may include, without limitation: (1) construction traffic (including, without limitation, construction vehicles and equipment), traffic flagging, detours and temporary closures; and (2) construction activities (including, without limitation, grading, excavation, clearing, site work and construction of indoor and outdoor improvements) relating to nearby properties.

B. Commercial Activities. A variety of commercial activities are and will be conducted adjacent to and in the vicinity of the Project (the "**Commercial Activities**"). The Commercial Activities are expected to generate an unpredictable

amount of visible, audible and odorous impacts and disturbances. The Commercial Activities may include, without limitation, the installation, operation and maintenance of illuminated and non-illuminated signage; concerts and other outdoor and indoor entertainment, performances and special events, including, without limitation, weddings, festivals, and art fairs; and any other uses or activities permitted by law. The Commercial Activities may occur during daytime and nighttime. Further, certain Commercial Activities and commercial operations may close during periods of the year at the discretion of the applicable owner or operator of same.

C. Waiver and Release. All Owners and the Association, for themselves and their respective successors and assigns, acknowledge that the Construction Activities and the Commercial Activities, and the impacts and disturbances generated by them, may occur in and around the Units and the Project, including, without limitation, offensive noises, lighting, vibration and odors, damage to real and personal property, and risk of personal injury and death. Such persons may not assert or claim any violation of this Declaration or otherwise based on the existence or occurrence of the Construction Activities or the Commercial Activities, or impacts and disturbances generated by them. All Owners and the Association, for themselves and their respective successors and assigns, forever waives and releases any actions or claims such persons and their successors and assigns may have against Declarant, and its successors and assigns which in any way arise out of the impacts and disturbances generated from the Construction Activities or the Commercial Activities.

D. Disclaimer. Declarant makes no representations, covenants or warranties to any Owner concerning the nature, scope, schedule or continuation of activities operated or conducted in or relating to the Project, or any neighboring areas or developments. Each Owner, for itself and its successors and assigns, acknowledges that (1) the activities may be discontinued from time to time or permanently; (2) the activities may not be operated or conducted during the same hours, days or months as any schedule in effect or contemplated on the date of an Owner's purchase of a Unit; (3) the activities may be conducted during more hours (during both daytime and nighttime), days, and months than any schedule in effect or contemplated on the date of an Owner's purchase of a Unit; and (4) more activities may be operated or conducted than occur or are contemplated on the date of an Owner's purchase of a Unit.

E. No View Easement. Notwithstanding any representation made to the contrary by the Declarant, any real estate agency or any agent, employee or representative of any such person, and by taking title to a Unit each Owner is deemed to have agreed and accepted that there is no easement or other right, express or implied, for the benefit of an Owner or the Association for light, view or air included in or created by this Declaration or as a result of an Owner owning a Unit

F. Sound Transmission and Light Disclaimer, Release. EACH OWNER, BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OF THEIR UNIT, HEREBY ACKNOWLEDGES AND AGREES THAT SOUND AND IMPACT NOISE TRANSMISSION IN A MULTI-UNIT BUILDING SUCH AS THE PROJECT IS VERY DIFFICULT TO CONTROL, AND THAT NOISES FROM ADJOINING OR NEARBY RESIDENCES, MECHANICAL EQUIPMENT, AND THE SURROUNDING DEVELOPMENTS AND ACTIVITIES CAN AND WILL BE HEARD IN THE UNITS. DECLARANT MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEVEL OF SOUND OR IMPACT NOISE TRANSMISSION BETWEEN AND AMONG UNITS AND THE OTHER PORTIONS OF THE PROJECT OR OUTSIDE THE PROJECT OR THE LEVEL OF LIGHT

THAT MAY IMPACT A CONDOMINIUM UNIT, EACH AS MORE FULLY DISCUSSED BELOW. EACH OWNER HEREBY WAIVES AND EXPRESSLY RELEASES, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW AS OF THE DATE OF THIS DECLARATION, ANY SUCH WARRANTY AND CLAIM FOR LOSS OR DAMAGES RESULTING FROM SOUND OR IMPACT NOISE TRANSMISSION OR LIGHT IMPACTS UPON THE UNITS. In connection therewith, Owners hereby acknowledge that living in a multi-story building and/or living in close proximity to commercial property entails living close to other persons, businesses and commercial enterprises with attendant limitations on solitude and privacy. Walls, floors and ceilings have been designed to meet applicable building codes. However, in a multi-story building, Owners and occupants will hear noise from adjacent units within the Project, including but not limited to, noise from showers, bathtubs, sinks, toilets or other sources of running water and/or plumbing fixtures. Also, Owners may hear noise from such items as the swimming pools, spa areas, commercial activities, indoor and outdoor concerts, snowmaking, snow grooming, ski lifts and gondolas and other activities held at the Project and at other property adjacent to the Project, vacuum cleaners, stereos, televisions, or people running, walking, exercising and socializing. Owners can expect to experience substantial levels of sound, music, noise, odors, vibrations and other nuisances from other Units and areas within the Project and from other properties in the vicinity of the Project. Owners may also experience light entering a Unit from commercial lighting, LED signs and displays, and other lighting shows and activity in the vicinity of and from street lights located in close proximity to the windows and doors of the Unit.

G. Mold. Mold, mildew, fungi bacteria and microbiological organisms (collectively, "Molds") are present in soil, air and elsewhere in the environment. Molds can proliferate in various environments including, without limitation, damp areas such as bathrooms, and within walls and partitions. Certain parties have expressed concerns about the possible adverse effects of human health from exposure to Molds. Due to various reasons, including the varying sensitivities of different individuals to various types of Molds, there currently exists no state or federal standards regarding acceptable levels of exposure to Molds. According to the Consumer Product Safety Commission and the American Lung Association, some diseases or illnesses have been linked with biological pollutants in the indoor environment, including some forms of Molds. However, it is believed that many of these conditions may also have causes unrelated to the indoor environment. Therefore, as of the date of this Declaration, it is unknown how many potential health problems relate primarily or exclusively to indoor air quality or Molds. Owners are advised that Declarant and the Association are not qualified and have not undertaken to evaluate all aspects of this very complex issue. Owners acknowledge that Declarant and the Association have not performed any testing or evaluation of, and make no representations or warranties, express or implied, concerning, the task, current or future presence or absence of Molds in the Unit, any Limited Common Elements allocated to the Unit, any unfinished perimeter walls located within the Unit or any other Common Elements. Declarant recommends that Owner, at Owner's expense, conduct its own investigation and consult with such experts as Owner deems appropriate regarding the occurrence and effects of Molds, the potential sensitivity or special risk of the Owner, his or her family members, and other individuals, who will occupy or use the Unit or any Common Elements associated therewith, may have with respect to Molds, any methods to reduce or limit Molds within the Unit, any Limited Common Elements allocated to the Unit, or any unfinished perimeter walls located within the Unit. When excessive moisture or water accumulates indoors, Molds can grow and will occur, particularly if the moisture problem remains unaddressed. There is no practical way to

eliminate all Molds in an indoor environment. The key to controlling indoor Mold growth is to control moisture. Owners agree to maintain the Unit, any Limited Common Elements allocated to the Unit and any unfinished perimeter walls located within the Unit in such a manner as to reduce the potential for increased Mold formation or growth, including, without limitation, keeping dryer and other vents and/or fans clear and functioning and preventing and repairing plumbing, window and other leaks and other sources of moisture. Owners agree to make periodic inspections of the Unit, and Limited Common Elements allocated to the Unit and any unfinished perimeter walls located within the Unit for the presence of Molds or conditions which may increase the ability of Molds to propagate within the Unit or such areas associated with the Unit and to monitor the Unit and such area on a continual basis for excessive moisture, water or Mold accumulation. If water or moisture is discovered in or around the Unit or such associated areas, the Owner agrees to immediately seek to eliminate the source of water or moisture, failure to eliminate the source of moisture can result in additional damage and growth of Mold. Declarant will not be responsible for damages and each Owner hereby waives all rights to damages and subrogation of damages. Each Owner agrees to indemnify Declarant and the Association and hold Declarant and the Association harmless from damages including all causes of personal injury or property damage, caused by the presence of Mold and/or water or moisture in a Unit or other portions of the Project to the extent that the damages are caused by: (i) the Owner's negligence or failure to properly maintain and monitor the Unit, any Limited Common Elements allocated to the Unit, or any unfinished perimeter walls located within the Unit; or (ii) the Owner's failure to promptly take appropriate corrective measures and minimize any damage caused by water or moisture (including, without limitation, failure to properly notify and engage the help of appropriate professionals or experts).

3.38. **Variances.** The Board may, in its sole discretion and in extenuating circumstances, grant variances from any of the restrictions set forth in this Article 3, if the Board determines, in its discretion, (a) either (i) that a particular restriction creates a substantial hardship or burden on an Owner or Occupant, which hardship or burden was not caused by said Owner or Occupant, or (ii) that a change of circumstances since the recordation of this Declaration has rendered such restriction obsolete, and (b) that the activity permitted under the variance, in the judgment of the Board, will not have any material adverse effect on the Owners and Occupants of the Community, and is consistent with the high quality of living intended to be promoted hereby throughout the Community. When an Owner applies for a variance, the Board must give reasonable notice of the variance hearing to all Owners of Units in the Community. No variance shall conflict with ordinances or regulations of the Town of Ridgway. If a variance from Town laws or regulations is also required in connection with a matter for which a variance is desired hereunder, it shall be the Owner's responsibility to obtain such Town variance before submitting a variance application to the Board.

Notwithstanding the foregoing provisions of this Article Three, except for restrictions placed upon it by Town, Declarant shall be exempt from the restrictions in this Article Three to the extent that it impedes, in Declarant's sole discretion, its development, construction, sales, marketing or leasing activities.

#### **ARTICLE FOUR** **EASEMENTS**

The following "**Easements**" are hereby established by Declarant for the purposes stated and for the parties indicated. Declarant reserves the right to modify the location and/or use of any of the Easements identified in this Article Four or anywhere else in this Declaration or on the Map or on the Subdivision Plat. Declarant also reserves the right to expand the Persons who may use the Easements.

Declarant also reserves the right to transfer and assign its rights under the Easements established in this Article Four to such Persons determined by Declarant, which assignment shall be made in writing and recorded in the Official Records. In exercising the rights granted, conveyed and/or reserved hereunder, the Declarant, Association and any other Person authorized to use an Easement hereunder, shall adhere to the requirements and restrictions stated herein and as required by CCIOA.

4.1. **Blanket Association Utility Easement over Common Elements.** There is hereby created, granted and reserved to the Association, its agents, employees and assigns and also its designees (such as a Unit Owner) as well as a utility provider, a perpetual, non-exclusive blanket easement over, across, upon and under the Common Elements and under the Units for the construction, installation, operation, maintenance, servicing, repair, removal and replacement of utilities and utility lines, pipes, wires, circuits, conduits, meters, facilities and systems for the benefit of the Community or any part thereof, including but not limited to water, sewer, gas, telephone, internet, electricity, elevators, cable TV and other master TV and communication systems, as well as for drainage, irrigation and stormwater management, if any, together with an easement for access, ingress and egress to accomplish such purposes, and together with the right to grant any such easement rights to utility companies. The Association or other person or entity exercising such utility easement rights shall be obligated to restore, reseed, replant and/or re-landscape the surface of any disturbed area to as close to its original condition as possible, as promptly as possible following completion of any utility work, and shall be further obligated to exercise such easement rights at such times and in such manner as to interfere as little as reasonably possible with the occupancy, use and enjoyment of the Units by the Owners and Occupants thereof. Nothing granted herein shall authorize or empower the Association to damage or unreasonably affect the existence, use and enjoyment of any Unit in the event a utility allowed under this Section 4.1 is located in or under a Unit.

4.2. **Declarant Easement over Common Elements.** There is hereby created, granted and reserved to Declarant and its successors and assigns as well as its designees a non-exclusive easement over, across, upon and under all Common Elements (including without limitation all easements benefiting the Association), including a right of access, ingress and egress thereto, and a right to use such Common Elements and each and every part thereof for all purposes reasonably related to (a) Declarant's development, improvement, maintenance, management, marketing and sale of the Community and all portions thereof, and/or (b) Declarant's exercise and implementation of the rights reserved to Declarant under this Declaration, and/or (c) the discharge by Declarant of any of its obligations under this Declaration or any other Declarant obligations relating to the Community.

4.3. **Association Administrative Easement over Common Elements.** There is hereby created, granted and reserved to the Association, its agents, employees and assigns, a perpetual, non-exclusive easement over, across, upon and under the Common Elements and a right to use the Common Elements for purposes of enabling the Association to perform its various responsibilities and to exercise its various rights under this Declaration.

4.4. **Association Use, Access, Repair and Maintenance Easement.** There is hereby created, granted and reserved to the Association, its agents, employees and assigns, a perpetual, non-exclusive easement and right referred to in this Declaration as the "**Association Use, Access, Repair and Maintenance Easement**", which authorizes the Association or its designees, including contractors, consultants and other Unit Owners (if authorized by the Association) to enter upon all of the Units as reasonably necessary for the performance of the Association's rights and responsibilities under this Declaration and for the undertaking routine inspections, maintenance, repair and/or reconstruction to the Building, the Units, and/or the Common Elements or other Improvements, specifically including, but not limited to the Roofing/Ceiling Elements, Flooring Elements, Exterior Building Siding Elements, MEP Systems. In reserving this Easement, the Declarant recognizes, states and declares that some portions of the Common Elements or their related facilities (including, without

limitation, Limited Common Elements for which the Association is responsible as described in Section \_\_\_\_ above), including, the Roofing/Ceiling Elements, Flooring Elements, Exterior Building Siding Elements, MEP Systems, are or may be located within the Units or may be conveniently accessible only through the Units. The Association shall have the irrevocable right to have access to each Unit and its appurtenant Limited Common Elements from time to time during such reasonable hours as may be necessary for the inspection, maintenance, repair, removal, or replacement of any of the Common Elements therein, including but not limited to, the Roofing/Ceiling Elements, Flooring Elements, Exterior Building Siding Elements, MEP Systems or accessible therefrom and/or for making emergency repairs necessary to prevent damage to the Common Elements or to any Unit. For routine maintenance and non-emergency repairs, entry to a Unit shall be made only on a regular business day during regular business hours, after giving at least one day's notice in writing to the Owner. In case of emergency, where there is an imminent threat of damage or injury to person or property, entry shall be made at any time without notice or permission. The decision to exercise the right of access reserved under this Association Use, Access, Repair and Maintenance Easement shall be exercised in the commercially reasonable, good faith discretion of the Board and all efforts shall be taken by the Association to reasonably manage and reduce the nature, extent, timing and duration of the impacts to the affected Units. The Board is hereby granted the authority to use such reasonable force as may be necessary under the circumstances to gain entry into a Unit in case of an emergency, if no other reasonable means of entry is available. In repairing and restoring the Unit, the Association shall use reasonable actions to return and restore the Unit to the approximate condition that existed prior to the entry and work on the Common Elements and shall initiate and complete the work in a commercially reasonable, good faith manner and timeframe. The Association shall be responsible for the cost and expense of restoring the Unit and repairing all damages occurring to a Unit and Common Elements as a result of such repair/maintenance work, including any forcible entry, which costs shall be considered Common Expenses, unless the emergency and/or damage results from the willful act or negligence of an Owner or Occupant, in which event such Owner shall be solely responsible for the costs of repairing/restoring such damage. These costs can be levied, assessed and collected by the Board as a Reimbursement Assessment pursuant to the provisions of this Declaration. An Owner shall not have a claim for diminution or abatement of the share of Common Expenses allocated to an Owner in the event that the Association exercises its rights of access into the Owner's Unit, on the basis of a claim for any inconvenience or disruption to the Owners use and enjoyment of their Unit, provided that the access is made for the purposes stated and reserved herein.

4.5. **Support and Encroachment Easements.** Each Unit is subject to a blanket easement for support. Each Owner has an easement upon an adjoining Unit or Common Element for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, reconstruction, repair, settlement or shifting or movement of the Buildings, or any other similar cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachments occur due to the willful misconduct of an Owner. In the event a structure is partially or totally destroyed, and then repaired or rebuilt in substantially the same manner as originally constructed, the Owners agree that minor encroachments upon an abutting Unit or Common Element shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or on the Units for purposes of marketability of title or other purposes. In interpreting any and all provisions of this Declaration or of deeds, mortgages, deeds of trust or other security instruments relating to Units, the actual location of a Unit shall be conclusively deemed to be the property intended to be conveyed, reserved or encumbered, notwithstanding any minor deviations, either horizontally, vertically or laterally, from the location of such Unit as indicated on the Condominium Map.

4.6. **Blanket Emergency Services Easement.** There is hereby created, granted and reserved for the use and benefit of all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons now or hereafter serving the Community and its Owners and Occupants, a perpetual, non-exclusive blanket Emergency Services Easement over, upon, along and across all properties and areas within the Community, for use in the lawful performance of their duties.

4.7. **Declarant's Rights Incident to Construction and Marketing.** Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under, and across the Property and the right to store materials on the Property and to make such other use of the Property as may be reasonably necessary or incident to the complete construction and sale of the Project, including, but not limited to, construction trailers, temporary construction offices, sales offices, and directional and marketing signs; provided, however, that no such rights shall be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access by any Owner, or family members, guests, or invitees of an Owner. Declarant, for itself and its successors and assigns, hereby retains a right to maintain any Unit or Units as sales offices, management offices or model residences so long as Declarant, or its successors or assigns, continues to be an Owner of a Unit. The use by Declarant of any Unit as a model residence, office or other use shall not affect the Condominium Unit's designation on the Map as a separate Unit. Declarant further reserves exclusive easement rights over and across the Property for the purpose of marketing, sales and rental of Units or of other projects developed or marketed by Declarant or its affiliates from time to time, including, without limitation, the right to show the Property and to display signs and other promotional devices.

4.8. **Governmental Requirements.** Declarant hereby reserves the right to grant such easements, from time to time, as may be required by any government agency. Such easements shall specifically include, but not be limited to, any public rights-of-way and any environmental easements required by federal, state or local environmental agencies, for so long as the Declarant holds an interest in any Condominium Unit.

4.9. **Declarant Easements.** Declarant reserves unto itself, its successors, assigns, lessees, guests, licensees and invitees, for so long as it holds any interest in any Condominium Unit, the same easement rights granted to Owners under this Declaration and specific easement rights over and across the Property as it may deem necessary for its use from time to time.

4.10. **Right of Declarant and Association to Own Units and to Use Common Elements.** An easement is hereby reserved by Declarant for itself and its successors and assigns and granted to the Association and its officers, agents, employees, successors and assigns to maintain offices, storage areas, conference areas, and common areas for use by the Association or Declarant within the Common Elements, subject to all rules and regulations established under this Declaration. The costs and carrying charges incurred by the Association in purchasing and owning any such Unit shall be part of the Common Expenses.

4.11. **Remodeling Easement.** Declarant, for itself and its successors and assigns, including Owners, retains a right and easement in and about the Buildings and Project for the construction and installation of any duct work, additional plumbing, or other additional services or utilities serving the Common Elements in connection with the improvement or alteration of the Common Elements, including the right of access to such areas of the Common Elements as is reasonably necessary to accomplish such improvements. In the event of a dispute among Owners with respect to the scope of the easement reserved in this Section, the decision of the Board shall be final. Any remodeling by Owners shall be subject to all applicable policies, rules and regulations as may be adopted by the Board from time to time.

4.12. **Other Easements.** The Map may show specific easements that are intended to be created, granted and reserved for the use and benefit of the particular Owner(s) of the Unit(s) and/or the

Association as indicated and designated on the Map. Each such easement indicated on the Map is hereby established by the Declarant for the purposes established herein and, on the Map, which easement shall be a perpetual, non-exclusive easement over, upon, along and across that portion of the Community depicted on the Map.

4.13. **Reservation of Uses.** Declarant reserves the right for the Owner of a Unit burdened by an easement on their Unit as provided for in this Article Four (“**Reserved Easements**”), for such Owner and the Owner’s successors, transferees, designees and assigns, the right to use and enjoy the portion of the Unit covered by the Reserved Easements for all lawful and desired purposes, so long as it does not interfere with the easement right granted.

4.14. **Plat Created Easements.** The Subdivision Plat also establishes certain easements (“**Plat Created Easements**”) affecting and concerning the Real Estate, which benefits and/or burdens various portion of the Real Estate as depicted and described on the Subdivision Plat. All such Plat Created Easements are deemed to be an Easement as contemplated in these Declarations. In addition to the Plat Created Easements, the Declarant reserves the right to designate other and further Easements on the Condominium Map.

## **ARTICLE FIVE** **COMMON ELEMENTS**

5.1. **Use and Enjoyment of Common Elements.** Except as otherwise provided in this Declaration (including Declarant’s Reserved Rights), each Owner shall have the non-exclusive right to use and enjoy the Common Elements, other than the Limited Common Elements, in common with all other Owners (a) for all purposes for which such Common Elements were established, and (b) as required for purposes of access and ingress to and egress from (and use, occupancy and enjoyment of) any Unit owned by the Owner or Common Elements available for the Owner’s use. This right to use and enjoy the Common Elements shall extend to each Owner, Occupant, and the family members, guests and invitees of each Owner, and shall be appurtenant to each Unit, subject at all times to the provisions of this Declaration, the Articles and Bylaws, and any Rules adopted by the Board from time to time. Except for Declarant in its exercise of Reserved Rights hereunder, no Owner or Occupant shall place any structure or improvement whatsoever upon the Common Elements, nor shall any Owner or Occupant engage in any activity which will temporarily or permanently impair free and unobstructed access to or use of all parts of the Common Elements (excepting Limited Common Elements) by all Owners and by the Association.

5.2. **Association May Regulate Use of Common Elements.** The Association, acting through the Board, shall have the right and authority to regulate the use of the Common Elements (including the Limited Common Elements) by the promulgation, enforcement and interpretation from time to time of such Rules relating thereto as the Association considers necessary or appropriate for the protection and preservation of the Common Elements and the enhancement of the use and enjoyment thereof by the Owners and Occupants. No such regulation by the Association shall affect Declarant’s Reserved Rights hereunder.

5.3. **Owner Liability for Owner or Occupant Damage to Common Elements.** Each Owner shall be liable to the Association for any damage to Common Elements or for any expense, loss or liability suffered or incurred by the Association in connection with the Common Elements arising from (a) the negligence or willful misconduct of such Owner or of any Occupant, agent, employee, family member, guest or invitee of such Owner, or (b) any violation by such Owner or any Occupant, agent, employee, family member, guest or invitee of such Owner of any law, regulation, or code, including without limitation any environmental law, or of any provisions of this Declaration, or any Rules relating to the Common Elements. Each Owner shall indemnify, defend and hold the Association harmless from any loss, damage, expense or liability arising from the circumstances described in subsections (a) or (b)



immediately above. The Association shall have the power to levy and collect a Reimbursement Assessment against an Owner to recover the costs, expenses, damage, losses or liabilities incurred by the Association as a consequence of any such negligence, willful misconduct or violations by the Owner or the Owner's Occupant.

5.4. **Damage or Destruction to Common Elements.** In the event of damage to or destruction of the Common Elements, including Improvements thereon, by fire or other casualty, the Association shall repair or replace the same in accordance with the provisions of Article 7 below. Repair, reconstruction, or replacement of Common Elements shall be accomplished under such contracting and bidding procedures as the Association shall determine to be appropriate, and shall be performed at such times and in such manner as to interfere as little as reasonably possible with the occupancy, use and enjoyment of undamaged Units by the Owners and Occupants thereof. If insurance proceeds available to the Association on account of damage or destruction exceed the cost of repair, reconstruction, and replacement, the Association may use the same for future maintenance, repair, improvement, and operation of Common Elements or for any other use deemed appropriate by the Board.

## **ARTICLE SIX** **ASSOCIATION**

6.1. **Association; General Powers.** The Association has been formed as a Colorado nonprofit corporation under the Colorado Revised Nonprofit Corporation Act to manage the affairs of the Community. The Association shall serve as the governing body for all of the Owners and Occupants for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the Common Elements, the levying and collection of Assessments for Common Expenses and other expenses of the Association, and such other matters as may be provided in this Declaration, the Articles and the Bylaws. The Association shall have all of the powers, authority and duties as may be necessary or appropriate for the management of the business and affairs of the Community, including without limitation all of the powers, authority and duties of a Colorado corporation formed under the Colorado Revised Nonprofit Corporation Act, and all of the powers and duties provided for in CCIOA. The Association shall have the power to assign its right to future income, including the right to receive Common Expense assessments, but only upon the affirmative vote of the Owners of Units to which at least 51 percent of the weighted votes in the Association are allocated. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Owners in accordance with the provisions of this Declaration, the Articles and the Bylaws. The Board may delegate all or any part of its powers and duties to a Managing Agent, including Declarant, upon the consent of such party; however, the Board, when so delegating, shall not be relieved of its responsibilities under this Declaration and no such delegation shall modify specific requirements in the Governing Documents for approval of certain actions by the Board or members of the Association.

6.2. **Association Board.** The affairs of the Association shall be managed by the Board. Until the expiration of the period of Declarant control as described in Section 6.7 below, the Board shall consist of three (3) members with each member entitled to one non-weighted vote. After expiration of the Declarant control period, the Board will consist of three (3) members, who shall be elected and removed as provided for in the Bylaws. Each Board member shall have one non-weighted vote. A quorum shall be deemed present throughout any meeting of the Board if persons entitled to cast at least 51% percent of the votes on the Board are present at the beginning of the meeting or grant their proxy as provided in C.R.S. Section 7-128-205(4). With the exception of matters that may be discussed in executive session, as set forth in Section 38-33.3-308(3-7) of CCIOA, all regular and special meetings of the Board or any committee thereof shall be open to attendance by all Members of the Association or their representatives. Without limiting the generality of the foregoing, no rule or regulation may be validly adopted during an executive session. Agendas for meetings of the Board shall be made reasonably available for examination

by all Members of the Association or their representatives. The Board shall have all of the powers, authority and duties granted or delegated to it by the Colorado Revised Nonprofit Corporation Act, this Declaration, the Articles or Bylaws. Except as provided in the Colorado Revised Nonprofit Corporation Act, this Declaration, the Articles or Bylaws, the Board may act in all instances on behalf of the Association. The Board may not, however, act on behalf of the Association to amend this Declaration, to terminate the Community, or to elect members of the Board or determine the qualifications, powers and duties, or terms of office of Board members, but the Board may fill vacancies in its membership for the unexpired portion of any term. The Board may, by resolution, delegate portions of its authority to officers of the Association, but such delegation of authority shall not relieve the Board of the ultimate responsibility for management of the affairs of the Association. No member of the Board and no officer shall be liable for actions taken or omissions made in the performance of such member's or officer's duties except for wanton and willful acts or omissions. The Association is authorized to pledge and assign its right to future income, including the right to receive Assessments, as collateral for loan or to secure other monetary obligations of the Association, subject to any membership approval of such loan or obligation as required by Section 6.6 below.

6.3. **Rules.** The Condominium Documents establish a framework of covenants and conditions that govern the Community. However, within that framework, the Association must be able to respond to unforeseen issues and changes affecting the Community. Therefore, the Board and the Association's membership are authorized to change the Rules in accordance with the following procedures, subject to the limitations set forth in Section 6.4. Generally, Rules are intended to enable the interpretation and implementation of this Declaration, the operation of the Association, and the use and enjoyment of the Common Elements (including Limited Common Elements).

6.3.1. **Board Authority.** Subject to the notice requirements and the Board's duty to exercise reasonable judgment and reasonableness on behalf of the Association and its Members, the Board, at an open meeting of the Board, may, by Resolution, adopt new Rules and modify, amend, supplement or rescind existing Rules by majority vote of the directors at any Board meeting.

6.3.2. **Membership Authority.** Subject to the notice requirements in subsection 6.3.3 below, Owners entitled to cast more than 51% of the weighted votes in the Association may also adopt new Rules and Regulations and modify or rescind existing Rules and Regulations at any meeting of the Association duly called for such purpose, regardless of the manner in which the original Rule was adopted. However, as long as Declarant membership exists, any such action shall also be subject to the Declarant's approval. In no event shall any new or amended Rules and Regulations place additional restrictions on the Commercial Unit without the express approval of the Owner of the Commercial Unit.

6.3.3. **Notice.** The Board shall send notice to all Owners concerning any proposed Rule change at least five (5) business days prior to the meeting of the Board or the membership at which such action is to be considered. At any such meeting, Owners shall have a reasonable opportunity to be heard before the proposed action is put to a vote. This notice requirement does not apply to administrative and operating policies that the Board may adopt relating to the Common Elements, notwithstanding that such policies may be published as part of the Rules.

6.3.4. **Effective Date.** A Rules change adopted under this Section 6.3 shall take effect thirty (30) days after the date on which written notice of the Rules change is given to the Owners. Notice of the adoption, amendment, or repeal of any Rule or Regulation shall be given in writing to each Owner, and copies of the currently effective Rules shall be made available to each Owner and Occupant upon request and payment of the reasonable expense of copying the same. Each Owner and Occupant shall comply with such Rules, and each Owner shall see that Occupants claiming through such Owner comply with such Rules. Such Rules shall have the same force and effect as if they were set forth in and were

part of this Declaration. Such Rules may establish penalties (including the levying and collection of fines) for the violation of such Rules or of any provision of this Declaration, the Articles, or the Bylaws.

6.3.5. **Conflicts.** In the event of a conflict between the Rules and any provision of this Declaration, this Declaration shall control.

6.3.6. **Owners' Acknowledgment and Notice to Purchasers.** By accepting a deed, each Owner acknowledges and agrees that the use, enjoyment, and marketability of his or her Unit is limited and affected by the Rules, which may change from time to time. All Unit purchasers are hereby notified that the Association may have adopted changes to the Rules and that such change may not be set forth in a recorded document. A copy of the current Rules and all administrative policies are available from the Association upon request. The Association may charge a reasonable fee to cover its reproduction cost.

6.4. **Protection of Owners and Others.** Except as may be set forth in this Declaration (either initially or by amendment) all Rules that may be adopted by the Board shall comply with the following provisions:

6.4.1. **Similar Treatment.** Similarly situated Units shall be treated similarly.

6.4.2. **Holiday, Religious and other Displays.** No Rule shall abridge an Owner's right to display religious or holiday symbols and decorations on his or her Unit of the kinds normally displayed in single-family residential neighborhoods. The Board may regulate or prohibit signs or displays, the content or graphics of which the Board deems to be obscene, vulgar, or similarly disturbing to the average person.

6.4.3. **Displays of American Flags.** No Rule shall abridge an Owner's right display of the American flag in that Owner's Unit, in a window of the Owner's Unit, or on a balcony adjoining the owner's Unit if the American flag is displayed in a manner consistent with the federal flag code, P.L. 94-344; 90 Stat. 810; 4 U.S.C. Section 4 to Section 10. The Association may adopt reasonable rules regarding the placement and manner of display of the American flag. The Association rules may regulate the location and size of flags and flagpoles, but shall not prohibit the installation of a flag or flagpole.

6.4.4. **Displays of Service Flags.** No Rule shall abridge an Owner's right display a service flag bearing a star denoting the service of the Owner or a member of the Owner's immediate family in the active or reserve military service of the United States during a time of war or armed conflict, on the inside of a window or door of the Owner's Unit. The Association may adopt reasonable rules regarding the size and manner of display of service flags; except that the maximum dimensions allowed shall be not less than nine inches by sixteen inches.

6.4.5. **Displays of Political Signs.** No Rule shall abridge an Owner's right display of a political sign by an Owner in that Owner's Unit, in a window of the Owner's Unit; except that an Association may prohibit the display of political signs earlier than forty-five (45) days before the day of an election and later than seven (7) days after an election day. An Association may regulate the size and number of political signs that may be placed on an Owner's property if the Association's regulation is no more restrictive than any applicable Town or county ordinance that regulates the size and number of political signs on residential property. If the Town or county does not regulate the size and number of political signs on residential property, the Association shall permit at least one political sign per political office or ballot issue that is contested in a pending election, with the maximum dimensions of thirty-six inches by forty-eight inches, on an Owner's property. As used in this Section, "political sign" means a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue.

6.4.6. **Household Composition.** No Rule shall interfere with an Owner's freedom to determine household composition, except that the Association may impose and enforce reasonable occupancy limitations and conditions based on Unit size.

6.4.7. **Activities within Residential Units and Employee Housing Units.** No Rule shall interfere with the activities carried on within a Residential Unit or Employee Housing Unit, except that the Association may prohibit activities not normally associated with residential property. It may also restrict or prohibit activities within Residential Units and the Employee Housing Unit that create monetary costs for the Association or other Owners, that create a danger to anyone's health or safety, that generate excessive noise or traffic, that create unsightly conditions visible from outside the dwelling, or that are an unreasonable source of annoyance.

6.4.8. **Leasing and Transfer of Units.** No Rule shall prohibit leasing or transfer of any Unit or require approval prior to leasing or transferring a Unit that are inconsistent with the Town Development Approvals and Requirements and this Declaration, in particular the requirements concerning use and leasing of Units as provided for in Section 3.19.

6.4.9. **Abridging Existing Rights.** No Rule shall require that an Owner dispose of personal property kept in or on a Unit in compliance with the Rules in effect at the time such personal property was brought onto the Unit. This exemption shall apply only during the period of such Owner's ownership of the Unit and shall not apply to subsequent Owners who take title to the Unit after adoption of the Rule.

6.4.10. **Declarant Rights.** No Rule may impede Declarant's Reserved Rights to develop, construct, market, sell or lease the Community, as determined by Declarant in its sole discretion.

6.4.11. **Commercial Unit Rights.** No Rule may affect any right granted to the Owner of a Commercial Unit as further described in Section 3.15 above.

6.4.12. **Interference with Easements.** No Rule may unreasonably interfere with the exercise of any easement established by this Declaration or otherwise existing by separate document or instrument.

6.5. **Membership in Association.** There shall be one Membership in the Association for each Unit within the Community. The person or persons who constitute the Owner of a Unit shall automatically be the holder of the Membership appurtenant to that Unit, and shall collectively be the "Member" of the Association with respect to that Unit, and the Membership appurtenant to that Unit shall automatically pass with fee simple title to the Unit. Membership in the Association shall not be assignable separate and apart from fee simple title to a Unit, and may not otherwise be separated from ownership of a Unit.

6.6. **Voting Rights of Members.** Each Unit in the Community shall have one vote in the Association which shall be weighted in accordance with the Allocated Interests as will be set forth on **Exhibit B** to be appended to and included in this Declaration at a later time, which will be prepared by Declarant upon the completion of the improvements in the Community and be included in an amendment or supplement to this Declaration. Occupants of Units shall not have voting rights. If title to a Unit is owned by more than one (1) person, such persons shall collectively cast their allocated votes. If only one of the multiple Owners of a Unit is present at the Association meeting, such Owner is entitled to cast the votes allocated to that Unit. If more than one of the multiple Owners is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any of the multiple Owners casts the votes allocated to that Unit without protest.

being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. In the event of a protest being made by one or more multiple Owners and a majority of the multiple Owners of the Unit cannot agree on how to cast their votes, any votes cast for that Unit shall be null and void with regard to the issue being voted upon. Such multiple Owners and their Unit shall nevertheless be counted in determining the presence of a quorum with respect to the issue being voted upon. A quorum is deemed present throughout any meeting of the Members of the Association if persons entitled to cast at least 30% of the weighted votes in the Association are present, in person or by proxy, at the beginning of the meeting. Provided a quorum of weighted votes is present in person or by proxy, the affirmative vote of a majority of the weighted votes so present shall constitute approval of any matter voted upon unless a different number is required on a particular matter by the Colorado Revised Nonprofit Corporation Act, this Declaration, the Articles, or the Bylaws. The votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each Owner of the Unit may vote or register protest to the casting of a vote by the other Owners of the Unit through a duly executed proxy. An Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy shall terminate eleven (11) months after its date, unless a different termination date is otherwise set forth on its face.

6.7. **Period of Declarant Control of Association.**

6.7.1. Notwithstanding any other provisions hereof, Declarant shall have and hereby reserves the power to appoint and remove, in its sole discretion, the members of the Board and the officers of the Association during the period commencing upon the recording of this Declaration and terminating no later than the earlier of (a) 60 days after conveyance of 75 percent of the Units that may be created to Unit Owners other than Declarant, (b) 2 years after the last conveyance of a Unit by the Declarant in the ordinary course of business, or (c) 2 years after any right to add new Units was last exercised by Declarant (“**Declarant Control Period**”).

6.7.2. During said period of Declarant control of the Association:

6.7.2.1. Not later than 60 days after conveyance of 25 percent of the Units that may be created to Unit Owners other than Declarant, at least one member and not less than 25 percent of the members of the Board must be elected by Unit Owners other than Declarant.

6.7.2.2. Not later than 60 days after conveyance of 50 percent of the Units that may be created to Unit Owners other than Declarant, not less than 33-1/3 percent of the members of the Board must be elected by Unit Owners other than Declarant.

6.7.3. At any time prior to the termination of the period of Declarant control of the Association, the Declarant may voluntarily surrender and relinquish the right to appoint and remove officers and members of the Board, but in such event Declarant may require for the duration of the period of Declarant control of the Association, that specified actions of the Association or the Board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective. As to such actions, Declarant may give its approval or disapproval in its sole discretion and option, and its disapproval shall invalidate any such action by the Board or the Association.

6.8. **Community Technology.**

6.8.1. **Community Systems.** Declarant may provide, or may enter into and assign to the Association or cause the Association to enter into contracts with other Persons to provide, central telecommunication receiving and distribution systems (e.g., cable television, high speed data/Internet/intranet services, and security monitoring) and related components, including associated

infrastructure, equipment, hardware, and software, to serve the Community (“**Community Systems**”). Any such contracts may provide for installation, operation, management, maintenance and upgrades or modifications to the Community Systems as the Declarant determines appropriate. The Association or Declarant may provide for access to any such Community Systems for all Units as a Common Expense. If particular services or benefits are provided to particular Owners or Units at their request, the benefited Owner(s) shall pay the service provider directly for such services, or the Association may assess the charges as a Regular Assessment or a Special Assessment and pay such charges to the provider on behalf of the Owners, as the Board deems appropriate.

6.8.2. **Opportunities for Community Interaction.** The Association may make use of computers, the Internet, and expanding technology to facilitate community interaction and encourage participation in Association activities. For example, the Association may create and maintain a community intranet or Internet home page, maintain an “online” newsletter or bulletin board, and offer other technology-related services and opportunities for Owners and occupants to interact and participate in Association-sponsored activities. To the extent permitted by CCIOA, and unless otherwise specifically prohibited in the Condominium Documents, the Association may send notices by electronic means, hold Board or Association meetings and permit attendance and voting by electronic means, and send and collect assessment and other invoices by electronic means. The foregoing is not intended to authorize the termination of any of the documents or instruments relating to the Town Development Approvals and Requirements, which may only be modified or terminated, if at all, pursuant to the terms and conditions provided for in such agreements or instruments and by the Town Laws and Town Development Approvals and Requirements.

6.9. **Implied Rights.** The Association may exercise any and all other rights or privileges given to it by this Declaration, or by the other Governing Documents, or as may otherwise be given to it by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association in the Governing Documents or reasonably necessary to effectuate any such right or privilege

6.10. **Pledge of Future Income.** The Association is authorized to pledge and assign its right to future income, including the right to receive Assessments, as collateral for loans or to secure other monetary obligations of the Association, subject to any membership approval of such loan or obligation as required by Section 6.6 below.

6.11. **Identity of Executive Board and Managing Agent.** From time to time, but no less than annually, there shall be communicated to the Owners by the Association the names and addresses of the members of the Executive Board and the Managing Agent, if any.

6.12. **Books and Records of the Association.** The Managing Agent or the Board, as the case may be, shall keep detailed, accurate records of the receipts and expenditures affecting the Common Elements and shall maintain such other books and records as may be required under CCIOA. Owners and Mortgagees may inspect the records of receipts and expenditures of the Managing Agent or the Board according to the terms and conditions set forth in the Responsible Governance Policies of the Association relating to inspection of the Association records. In addition, the other books, records, and papers of the Association, including this Declaration, the Articles of Incorporation and Bylaws, as well as any Management Agreement and any rules and regulations of the Association, shall be available for inspection by any Owner or Mortgagee according to the terms and conditions set forth in the Responsible Governance Policies of the Association relating to inspection of Association records.

## **ARTICLE SEVEN**

### **INSURANCE**

7.1. **Insurance Requirements.** The following types of insurance shall be obtained, maintained and kept in full force and effect at all times by the party assigned the responsibility for obtaining such coverage. The cost of any coverage required to be obtained by the Association shall be paid by the Association and allocated to the benefitted owners of Units as a Common Expense.

7.1.1 **Association General Insurance Requirements.** The Association shall obtain and maintain the following insurance (“**Association Required Insurance Coverages**”) to the extent available based upon the commercially reasonable and good faith determination of the Board and if not reasonably available in the form, type or amount of coverages, the Association, through the Board, may make reasonable adjustments and accommodations to secure insurance on reasonable terms and conditions.

A. **Property/Casualty Damage Insurance.** The Association shall obtain and maintain property/casualty damage insurance on the Common Elements (General Common Elements and the Limited Common Elements)(“**Association Property/Casualty Damage Insurance**”), including those portion of the Common Elements located fully or partially within the boundaries of a Unit. The property/casualty damage insurance coverage shall be for broad form covered causes of loss and shall be for the full insurable replacement costs of the insured property less applicable deductibles at the time the insurance is purchased and at each renewal date. The foregoing notwithstanding, the property/casualty damage insurance being obtained by the Association shall exclude from coverage the Owner Required Insurance Coverages as provided for below in Section 7.1.2.

B. Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the General Common Elements, Limited Common Elements, and the Association, in an amount, if any, deemed sufficient in the judgment of the Board, insuring the Board, the Association, the Managing Agent, and their respective employees, agents, and all persons acting as agents. Declarant shall be included as an additional insured in Declarant’s capacity as an Owner and Board member. The Owners shall be included as additional insureds (and upon the written request of a First Mortgagee of a Unit, such First Mortgagee shall be included as an additional insured) but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements. The insurance shall cover claims of one (1) or more insured parties against other insured parties.

C. The Association shall obtain and maintain directors and officer’s liability insurance in such amounts as the Board may deem appropriate.

D. The Association shall obtain and maintain fidelity insurance coverage for the Board, the Association and its officers, and their respective employees, agents and all persons acting as agents and the Managing Agent to protect against dishonest acts on the part of their respective officers, directors, trustees, and employees and on the part of all others who handle or are responsible for handling the funds belonging to or administered by the Association in an amount not less than two months’ current Assessments plus reserves as calculated from its current budget. In addition, such bond or insurance shall name as an insured the Managing Agent of the Association and shall cover the acts of such managing agents’ officers, employees, and agents, as applicable. Any such fidelity coverage shall name the Association as an obligee and shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of “employees,” or similar terms or

expressions.

E. To the extent that the Association directly employs any individuals, the Association shall obtain workers' compensation or similar insurance with respect to its employees in the amounts and forms as may now or hereafter be required by law.

F. The Association may carry such other and further insurance that the Board considers appropriate, including insurance on areas that the Association is not obligated to insure to protect the Association or the Owners.

7.1.2 **Owner Required Insurance Coverages.** Owners are advised that the Association is not obtaining property insurance for the Units and that the forgoing Association Property/Casualty Damage Insurance to be obtained and maintained by the Association is not intended to, nor shall it, cover any individual Unit, nor any improvements to the Units, unless specifically provided for in the policy. Owners are advised to review the policies of the Association and their exclusions from coverage. As such, each Owner of a Unit is required to obtain and maintain property/casualty damage insurance covering the following ("**Owner Required Insurance Coverage**") at its cost and expense: (i) the Units (except for the Common Elements as defined in these Declarations that are otherwise located within the boundary of a Unit, which the Association shall obtain and maintain as part of the Associations Required Insurance Coverage); (ii) all finishes, furniture, fixtures, equipment and personal property located in the Units, and (iii) any improvements to any Limited Common Elements made or installed by or at the direction of an Owner. Owners are advised to review the policies of the Association and their exclusions from coverage. An Owner shall annually provide evidence to the Association, in form and content reasonably acceptable to the Association, that the Owner has obtained and is maintaining the Owner Required Insurance Coverage.

7.1.3 **Quality of Insurer.** All insurance policies carried pursuant this Article 7 shall be written by reputable companies duly authorized and licensed to do business in the State of Colorado with an A.M. Best's rating of "A" or better, if reasonably available or, if not reasonably available, the most nearly equivalent rating.

7.1.4 **Policy Provisions.** Insurance policies carried pursuant to Section 7.1 above must provide that:

A. Each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Elements or membership in the Association.

B. The insurer to the extent possible waives any right to claim by way of subrogation against Declarant, the Association, the Board, the Managing Agent and the Owners, and their respective agents, employees, guests, tenants, invitees, and members of an Owner's household, as applicable;

C. No act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

D. If, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

E. The policy shall include a provision requiring a minimum of thirty (30) days' notice of any material change or cancellation of the policy, to the extent such



provision is reasonably available.

7.1.5 Insurance Proceeds. Any loss covered by the property insurance policy described in Section 7.1 above must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Owners and First Mortgagees as their interests may appear. Subject to the provisions of Section \_\_\_\_ below the proceeds must be disbursed first for the repair or restoration of the damaged property, and the Association, Owners and First Mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored or the regime created by this Declaration is terminated.

7.1.6 Association Policies. The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles claims for damages to the Property, it shall have the authority to assess negligent Owners causing such loss or benefiting from such repair or restoration all or any equitable portion of the deductibles paid by the Association.

7.1.7 Insurer Obligation. An insurer that has issued an insurance policy for the insurance described in Section 7.1 above shall issue certificates or memoranda of insurance to the Association and, upon request, to any Owner or Mortgagee. Unless otherwise provided by statute, the insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association and to each Owner and Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last-known addresses.

7.1.8 The Association's policies may contain a reasonable deductible, which shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.1. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Units as a Reimbursement Assessment.

7.1.9 Repair and Replacement. Any portion of the Common Elements for which insurance is required under this Article which is damaged or destroyed shall be repaired or replaced by the Association in the exercise of its commercially reasonable and good faith diligence, unless:

A. This Declaration and the Common Interest Community created hereby are terminated pursuant to the express provisions of this Declaration or by law;

B. Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;

C. Eighty-five percent (85%) of the votes of the Owners, and every Owner of a Unit or its appurtenant Limited Common Elements that will not be rebuilt agree in writing not to rebuild; or

D. Prior to the conveyance of any Unit to a person other than Declarant, the Mortgagee holding a Mortgage on the damaged portion of the Common Elements rightfully demands all

or a substantial part of the insurance proceeds.

7.1.10 The cost of repair or replacement in excess of insurance proceeds and reserves, including any applicable deductible amount, is a Common Expense. If all damaged Common Elements are not repaired or replaced, the insurance proceeds attributable to the damaged Common Elements must be used to restore the damaged area to a reasonable condition compatible with the remainder of the Project, as reasonably determined by the Board, and except to the extent that other persons will be distributees, the insurance proceeds must be distributed to all the Owners or Mortgagees, as their interests may appear, in proportion to their respective ownership interests as reflected on Exhibit B.

7.1.11 Common Expenses. Premiums for insurance and other expenses connected with acquiring such insurance and the payment of any deductibles are Common Expenses for the Association.

7.1.12 Insurance Obtained by Owners. EACH OWNER SHALL PURCHASE AND MAINTAIN OWNER REQUIRED INSURANCE COVERAGE FOR THE OWNER'S CONDOMINIUM UNIT, IN A REASONABLE AMOUNT AS DETERMINED BY THE BOARD FROM TIME TO TIME AND ANY ADDITIONAL AMOUNT AS MAY BE DETERMINED BY THE OWNER, COVERING ALL OF SUCH OWNER'S UNIT AND ALL FURNITURE, FIXTURES, EQUIPMENT AND PERSONAL PROPERTY LOCATED IN THE AS WELL AS ALL IMPROVEMENTS TO THE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT INSTALLED BY OR AT THE DIRECTION OF THE OWNER WITH THE APPROVAL OF THE BOARD (e.g. hot tubs, and fixtures installed in storage lockers or ski lockers). THE POLICY SHALL ALSO PROVIDE PERSONAL LIABILITY COVERAGE FOR THE UNIT AND ITS OWNERS. In addition, an Owner may obtain such other and additional insurance coverage on and in relation to the Owner's Unit as the Owner in the Owner's sole discretion shall conclude to be desirable. However, none of such insurance coverages shall affect any insurance coverage obtained by the Association or cause the diminution or termination of that insurance coverage, nor shall such insurance coverage of an Owner result in apportionment of insurance proceeds as between policies of insurance of the Association and/or the Owner. An Owner shall be liable to the Association for the amount of any such diminution of insurance proceeds as a result of insurance coverage maintained by the Owner, and the Association shall be entitled to collect the amount of the diminution from the Owner as if the amount were a default Reimbursement Assessment, with the understanding that the Association may impose and foreclose a lien for the payment due. Any insurance obtained by an Owner shall include a provision waiving the particular insurance company's right of subrogation against the Association and other Owners of Units and, if commercially reasonably available, the policies of insurance obtained by Owners shall name the Association as an additional insured. The Board may require an Owner to file copies of such policies with the Association within thirty (30) days after purchase of the coverage to eliminate potential conflicts with any master policy carried by the Association.

7.1.13 The Unit Owners and the Association, for themselves and their insurers shall waive all rights of subrogation against Declarant and the Association and its contractors and suppliers, and their affiliates, to the extent that any insurer pays a claim on behalf of a Unit Owner or the Association.

7.1.14 Unavailability or Cancellation of Coverage. Neither the Association, Declarant nor any Owner shall be liable for failure to obtain any insurance coverage required by this Declaration or for any loss or damage resulting from such failure, if such failure is due to the general unavailability of such coverage from reputable insurance companies on commercially reasonable terms, conditions, including costs and expenses. If the insurance described in Section 7.1 above is not commercially available, or if any policy of such insurance is cancelled or not renewed without a replacement policy therefore having been obtained, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Owners.

7.1.15 **Annual Review.** The Board shall revisit the insurance coverage requirements at least every year to determine if any changes to the nature or amounts of the coverage's is necessary and appropriate.

7.2. **Nonliability of Association and Board.** Notwithstanding the duty of the Association to obtain insurance coverage, as stated herein, neither the Association nor any Board member, shall be liable to any Owner, Occupant, mortgagee or other person, if any risks or hazards are not covered by insurance, or if the appropriate insurance is not obtained because such insurance coverage is not reasonably obtainable on the Association's behalf, or if the amount of insurance is not adequate, and it shall be the responsibility of each Owner and Occupant to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for such additional insurance coverage and protection as the Owner or Occupant may desire.

7.3. **Premiums.** Premiums for insurance policies purchased by the Association and other expenses connected with acquiring such insurance shall be paid by the Association as a Common Expense, except that the amount of increase over any annual or other premium occasioned by the use, misuse, occupancy or abandonment of a Unit or its appurtenances, or Common Elements, by an Owner or Occupant, may at the Board's election, be assessed against that particular Owner and his Unit as a Reimbursement Assessment.

7.4. **Insurance Claims.** The Association is hereby irrevocably appointed and authorized, subject to the provisions contained herein, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing. The Board has full and complete power to act for the Association in this regard, and may, in its discretion, appoint an authorized representative, or enter into an insurance trust agreement, wherein the trustee shall have the authority to negotiate losses under any policy purchased by the Association.

7.5. **Benefit.** Except as otherwise provided herein, all insurance policies purchased by the Association shall be for the benefit of, and any proceeds of insurance received by the Association or any insurance trustee shall be held or disposed of in trust for the Association, the Owners, or the Occupants, as their interests may appear.

7.6. **Damage to Community.** Any portion of the Community for which insurance is required under Section 38-33.3-313 of CCIOA that is damaged or destroyed must be repaired or replaced promptly by the Association unless: (a) the Community is terminated; (b) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or (c) 67 percent of the Unit Owners, including owners of every Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. If the entire Community is not repaired or replaced, the insurance proceeds attributable to the damaged Common Elements must be used to restore the damaged property to a condition compatible with the remainder of the Community, and, except to the extent that other persons will be distributees, the insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt must be distributed to the Owners of those properties, or to lienholders, as their interests may appear, and the remainder of the proceeds must be distributed to all Unit Owners or lienholders as their interests may appear in proportion to the Common Elements interests of the Units. In the event of damage to or destruction of all or a portion of the Common Elements due to fire or other adversity or disaster, the insurance proceeds, if sufficient to reconstruct or repair the damage, shall be applied by the Association to such reconstruction and repair. If the insurance proceeds with respect to such damage or destruction are insufficient to repair and reconstruct the damage or destruction, the Association may levy a Special Assessment in the aggregate amount of such deficiency, or if any Owner or group of Owners is liable for

such damage, may levy a Reimbursement Assessment against the Owner or group of Owners responsible therefor, and shall proceed to make such repairs or reconstruction. Such Assessment shall be due and payable as provided by resolution of the Board, but not sooner than 60 days after written notice thereof. The Assessment provided for herein shall be a debt of each Unit Owner assessed and a lien on his Unit, and may be enforced and collected in the same manner as any Assessment Lien provided for in this Declaration. If the entire damaged property is not repaired or replaced, the insurance proceeds attributable to the damaged property must be used to restore the damaged property to a condition compatible with the remainder of the Community. No distributions of insurance proceeds shall be made unless made jointly payable to the Unit Owners and First Mortgagees of their respective Units, if any.

## **ARTICLE EIGHT** **LIMITED LIABILITY**

Neither the Association nor its past, present or future officers or directors, nor any other employee, agent or committee member of the Association, nor the Managing Agent shall be liable to any Owner or Occupant or to any other Person for actions taken or omissions made except for wanton and willful acts or omissions. Without limiting the generality of the foregoing, the Association and the Board shall not be liable to any Owner or Occupant or other person for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. Acts taken upon the advice of legal counsel, certified public accountants, registered or licensed engineers, architects or surveyors shall conclusively be deemed to be in good faith and without malice. To the extent insurance carried by the Association for such purposes shall not be adequate, the Owners severally agree to indemnify and to defend the Association and the Board against claims, damages or other liabilities resulting from such good faith action or failure to act.

## **ARTICLE NINE** **ASSESSMENTS**

9.1. **Assessment Obligation.** Each Unit Owner, by acceptance of a deed therefor (including a public trustee's or sheriff's deed), whether or not it shall be so expressed in any such deed or other instrument of conveyance, shall be deemed to covenant and agree, to pay to the Association: (a) Regular Assessments or charges, (b) Special Assessments, and (c) Reimbursement Assessments, such assessments to be established and collected as hereinafter provided (collectively the "**Assessments**"). The Assessments, together with interest, late charges, costs, and reasonable attorneys' fees, shall be a continuing lien and security interest upon the Unit against which each such Assessment is charged. The obligation for such payments by each Unit Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in this Declaration) or demand, and without set-off or deduction of any kind or nature. Each Unit Owner is liable for Assessments made against such Owner's Unit during his period of ownership of the Unit. Each Assessment, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the joint, several and personal obligation of each person who was an Owner of such Unit at the time when the Assessment became due. Upon the transfer of title to a Unit, the transferor and the transferee shall be jointly, severally and personally liable for all unpaid Assessments and other charges due to the Association prior to the date of transfer, and the transferee shall be personally liable for all such Assessments and charges becoming due thereafter. Assessments attributable to a Unit shall begin to accrue at such time as the Unit is made subject to this Declaration.

9.2. **Statutory Lien.** The Association has a statutory lien pursuant to §38-33.3-316 of CCIOA on the Unit of an Owner for all Assessments levied against such Unit or fines imposed against such Unit's Owner from the time the Assessment or fine becomes due ("**Assessment Lien**"). Fees, charges, late charges, attorneys' fees, fines and interest charged by the Association pursuant to CCIOA or this Declaration are enforceable as Assessments. The amount of the lien shall include all such items from

the time such items become due. If an Assessment is payable in installments, the Association has an Assessment Lien for each installment from the time it becomes due, including the due date set by the Board's acceleration of installment obligations.

9.3. **Perfection of Statutory Lien.** The recording of this Declaration constitutes record notice and perfection of the statutory lien. No further recordation of any claim of lien for Assessments is required; however, a claim may be recorded at the Association's option, in which event costs and attorneys' fees incurred in connection with the preparation and filing of such claim shall be assessed against the Unit as a Reimbursement Assessment. This Article 9 does not prohibit an action or suit to recover sums for which this Article 9 creates a lien or prohibit the Association from taking a deed in lieu of foreclosure. Sale or transfer of any Unit shall not affect the existence or priority of the Assessment Lien for an Assessment. Nothing herein shall preclude the Association from deferring services to a Unit for which Assessments have not been paid until such Assessment are fully paid. Nothing herein shall preclude the Association from reassessing Assessments to cover costs and expenses covered by an Assessment Lien that has not been paid by a prior Owner of the Unit.

9.4. **Waiver of Homestead Exemption; Subordination of Association's Lien for Assessments.** By acceptance of the deed or other instrument of transfer of a Unit, each such Owner irrevocably waives the homestead exemption provided by Part 2, Article 41, Title 38, Colorado Revised Statutes, as amended. The Association's perpetual lien on a Unit for Assessments shall be superior to all other liens and encumbrances except the following:

9.4.1. Real property ad valorem taxes and special assessment liens duly imposed by a Colorado governmental or political subdivision or special taxing district, or any other liens made superior by statute;

9.4.2. To the extent permitted under and limited by section 38-33.3-316 of CCIOA, the lien of any First Mortgage, including any and all advances made by the First Mortgagee and notwithstanding that any of such advances may have been made subsequent to the date of the attachment of the Association's liens.

9.5. **Priority of Lien.** An Assessment Lien is prior to all other liens and encumbrances on a Unit except as follows:

9.5.1. Liens and encumbrances recorded before the recordation of this Declaration;

9.5.2. A security interest on the Unit which has priority over all other security interests on the Unit and which was recorded before the date on which the Assessment sought to be enforced became delinquent. An Assessment Lien is prior to the security interest described in the preceding sentence to the extent of an amount equal to the Regular Assessments (based on a Budget adopted by the Association pursuant to the Declaration) which would have become due, in the absence of any acceleration, during the 6 months immediately preceding institution by the Association or any party holding a lien senior to any part of the Association Lien created under this Article 9 of an action or a non-judicial foreclosure either to enforce or to extinguish the lien;

9.5.3. Liens for real estate taxes and other governmental assessments or charges against the Unit; and

9.5.4. As may otherwise be set forth in CCIOA. The priority of mechanics and materialmen's liens is not affected by CCIOA.

This Article 9 does not prohibit an action or suit to recover sums for which this Article 9 creates a lien or prohibit the Association from taking a deed in lieu of foreclosure. Sale or transfer of any Unit shall not affect the lien for an Assessment.

**9.6. Regular Assessments.**

9.6.1. A Regular Assessment shall be made annually against each Unit, based upon an annual Budget prepared by the Board, for purposes of paying: (a) the annual costs of operating and administering the Association and all other Common Expenses, (b) reasonable reserves for contingencies, replacements, and other proper purposes, if any, in such amounts and for such purposes, if at all, as determined by the Board; and (c) such other matters as may be reasonably determined by the Board to be the subject of a Regular Assessment;

9.6.2. Regular Assessments shall be allocated against each Unit in such amounts and such percentages corresponding to the Allocated Interests assigned to the Unit as set forth on attached **Exhibit B** appended hereto and included in this Declaration.

9.6.3. Regular Assessments, including Limited Common Expenses, shall be levied on a calendar year basis. Regular Assessments, including Limited Common Expenses, shall be paid in installments on a monthly, quarterly, semi-annual or annual basis, as the Board may determine from time to time, and shall be due either on the first day of each calendar month or on the first day of each calendar year quarter (January 1, April 1, July 1 and October 1), or on the first day of a semi-annual or annual period (e.g. January 1, July 1) as appropriate. Unless and until changed to a monthly or semi-annual or annual system by the Board, Regular Assessments, including Limited Common Expenses, shall be due and payable on the first day of each calendar quarter. Any Owner acquiring a Unit between installment due dates shall pay a pro rata share of the immediately preceding installment.

9.6.4. The Board shall fix the amount of the Regular Assessment, using the Budget procedure described below, at least 30 days before the end of each calendar year. Written notice of the Regular Assessments, including Limited Common Expenses, shall be sent to each Owner. Failure of the Board timely to fix and levy the Regular Assessments, including Limited Common Expenses, for any year or to send a notice thereof to any Owner shall not relieve or release any Owner from liability for payment of Regular Assessments, including Limited Common Expenses, or any installments thereof for that or subsequent years as soon as the Board levies the Regular Assessments, including Limited Common Expenses, and provides notice thereof.

9.6.5. The Board may, but is not obligated, mail to each Owner at least 10 days prior to the due date thereof a written notice of the amount of the next quarterly (or monthly or semi annual or annual, as the case may be) installment of Regular Assessment that is due from such Owner, and the date on which such installment is due pursuant to subparagraph 9.6.4 above. Failure of the Board to send timely notice to any Owner of an installment of Regular Assessments, including Limited Common Expenses, due shall not relieve or release any Owner from liability for payment of that installment as soon as the Board in fact provides such notice.

9.6.6. In accordance with §38-33.3-314 of CCIOA, any surplus funds remaining after payment of or provision for Association expenses and any prepayment of or provision for reserves shall be carried forward as a credit against the next year's Budget.

**9.7. Allocation of Limited Common Expenses.**

9.7.1. The Board, in the further exercise of its sole and commercially reasonable discretion, may, but need not, allocate certain portions of the Regular Assessments, Special Assessments or other Assessments as a “**Limited Common Expense**” to some of the Owners as provided below.

9.7.2. In the event that the Board elects to allocate Limited Common Expenses as provided for in this Section, the Board must do so in a uniform and equitable manner among all Units of a class and Owners in the Community. The Board shall determine annually as part of the adoption of the Budget whether some or all of the following Limited Common Expenses are to some, but not all of the Units, with such division and allocation tied to things like: (a) common usage of the Units by a Class of Unit Owners, (b) inclusion of only those Units in a specific Building, or (c) some other reasonable basis for the separation of Units, constituting some, but not all of the Units in the Community. If the Board elects not to allocate some or all of the following costs and expenses as Limited Common Expenses, the costs and expenses will be allocated among all of the Owners in proportion to their Allocated Interests.

A. Common Expenses attributable to only a particular Unit or class of Units shall be allocated to the Owner of the affected Unit(s);

B. Costs and expenses associated with the maintenance, repair, improvement or replacement of Common Element associated with a Building shall be allocated to the Owner of the Units in the Building;

C. Costs and expenses associated with the maintenance, repair, improvement or replacement of a Limited Common Element serving one or more Units among the Owners of the Units designated and otherwise authorized to use and enjoy the Limited Common Element;

D. Costs and expenses associated with utilities, including, without limitation, gas, electric, trash, water and sewer and other utility expenses, (unless and to the extent that these are separately metered or provided), among the Owners of the Units designated and otherwise authorized to use such utilities and services;

E. Costs and expenses associated with the maintenance, repair, improvement or replacement of chutes, flues, ducts, wires, conduits, bearing walls, bearing columns or other fixtures serving one or more Units, but less than all Units among the Owners of the Units particularly benefitted by the chute, flue, duct, wire, conduit, bearing wall, bearing column or other fixture; and

F. Such other costs and expenses that the Board, in its reasonable discretion, determines benefits a limited class of Units and/or Owners.

9.7.3. In such event that the Board assessed a portion of the Regular Assessments as Limited Common Expenses, the Board shall assess such amounts only against the Unit(s) for which the Limited Common Expenses have been allocated. The Board shall allocate such Limited Common Expenses in a prorata manner based upon the respective size of each Unit to which the Limited Common Expense is being assigned (“**Designated Unit Allocated Limited Common Expense**”). The Association shall only assess the Unit its Designated Unit Allocated Limited Common Expense and not the Designated Unit Allocated Limited Common Expense allocated to another Unit. The Association shall not lien the Owner of a Unit who has paid its Designated Unit Allocated Limited Common Expense for an amount equal to the Designated Unit Allocated Limited Common Expense allocated to another Unit, when the Owner of the other Unit has failed to pay its Designated Unit Allocated Limited Common Expense. The Board shall send written notice to each of the affected Owners that their Unit may be assessed with a Limited Common Expense.

9.8. **Association Budget.** During the last three (3) months of each calendar year thereafter, the Board shall prepare or cause to be prepared an operating budget (“**Budget**”) for the next fiscal year. The Budget shall provide the allocation of any surplus funds remaining from any previous Budget period. Within ninety (90) days after adoption of any proposed Budget for the Association, the Board shall mail, by ordinary first-class mail, or otherwise deliver, a summary of the Budget to all the Unit Owners and shall set a date for a meeting of the Unit Owners to consider the Budget. The meeting shall be not less than 14 nor more than 60 days after the mailing or other delivery of the summary. Such meeting may, but need not be, concurrent with the annual meeting of the Members as provided in the Bylaws. The Budget shall be considered by the Owners at that meeting whether or not a quorum of Owners is present and shall be deemed to be approved unless at least 51% of the vote at the meeting veto the Budget. In the event that the proposed Budget is vetoed, the Budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent Budget proposed by the Board, as may be reasonably adjusted for inflation based upon the Consumer Price Index published in the Wall Street Journal and may also be adjusted to account for increases in any non-discretionary costs, expenses and fees imposed by third parties, such as property taxes, utilities and similar items.

9.9. **Special Assessments.**

9.9.1. In addition to the Regular Assessments, including Limited Common Expenses, and Reimbursement Assessments authorized in this Article 9, the Board may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, maintenance, or replacement of capital improvements (including related fixtures and personal property) to or upon or serving the Community, or for excess reconstruction costs or other extraordinary expenses, or for funding any operating deficit of the Association. Except in the event of an emergency, where no membership vote shall be required, the Board shall not levy a Special Assessment without the approval of the Unit Owners in the Community as provided below.

9.9.2. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Owners no less than 30 or more than 60 days before the meeting. At the meeting, the presence of Owners in person or by proxy that are entitled to cast 50 percent of the votes in the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called pursuant to the same notice requirements, and the required quorum at this second meeting shall be only 30 percent of the votes in the Association. No such second meeting shall be held more than 60 days following the date of the first meeting.

9.9.3. Provided a quorum of Owners entitled to vote is present in person or by proxy in accordance with the quorum requirements set forth in the preceding paragraph, the Special Assessment shall be deemed to be approved, unless vetoed by the vote of Owners holding a majority of the votes so present.

9.9.4. For purposes of this Section, the term “emergency” shall mean any circumstances or set of circumstances which pose an imminent threat of loss, damage or injury, actual or threatened, to persons or property. Special Assessments shall be allocated in the same manner as Regular Assessments, that is, in accordance with the Allocated Interests of each Unit in the Community, provided that Special Assessments that benefit fewer than all of the Units shall be allocated exclusively to the Units benefited. Special Assessments shall be due and payable to the Association on the due date fixed by the Board in the notice given to the Owners of such Special Assessment, which due date shall be no earlier than 30 days after the giving of such notice.

9.10. **Reimbursement Assessments.** In addition to the Regular Assessments, including Limited Common Expenses, and Special Assessments authorized hereunder, the Board may levy against



any Owner or Owners, at any time and from time to time, a Reimbursement Assessment. Reimbursement Assessments shall be due and payable to the Association on the due date fixed by the Board in the notice given to the Owner(s) of such Reimbursement Assessment, which date shall be no earlier than 30 days after the giving of such notice.

9.11. **Working Capital.** The Association shall establish an initial working capital fund equal to 1/4 of the yearly Regular Assessment for each Unit subject to the terms of this Declaration. The working capital fund may be used by the Association to cover the cost of initial expenses and any future expenses authorized by the Board for which there are insufficient budgeted funds. The initial working capital fund shall be established upon the conveyance of the first Unit in the Project by Declarant to a third-party purchaser. Upon acquisition of record title to a Unit from Declarant, each such new Owner shall contribute to the working capital fund of the Association an amount equal to 1/4 of the yearly Regular Assessment for that Unit for the year in which the new Owner acquired title. Such payments shall not be considered advance payments of Regular Assessments. The working capital fund deposit made by such new Owner shall be non-refundable. In the event that Declarant makes payment of any working capital on behalf of any Unit, such amount shall be reimbursable to Declarant by the Unit purchaser at the closing of the sale of the Unit by Declarant to such purchaser.

9.12. **Reserve Accounts.** The Association may, but is not obligated to establish or fund reserve accounts for capital improvements or repairs to the Community. Declarant has no obligation to establish or fund any reserve accounts.

9.13. **Misconduct.** If any Common Expenses or Limited Common Expenses are caused by the misconduct of any Owner, the Board may assess that expense exclusively against such Owner's Unit as a Reimbursement Assessment.

9.14. **Effect of Nonpayment of Assessments; Remedies of the Association.**

9.14.1. Any Assessment or portion or installment thereof which is not paid when due (or for which a bad check is issued) shall be deemed delinquent and shall bear interest from and after the due date at the rate of interest set by the Board from time to time, which shall not be less than 12 percent nor more than 21 percent per year, and the Board may also assess a late charge thereon and/or may assess a bad check charge in the amount of 10 percent of the bad check or \$50.00, whichever is greater. The Board may also elect to accelerate the installment obligations of any Regular Assessment for which an installment is delinquent. The delinquent Owner shall also be liable for all costs, including attorneys' fees, which may be incurred by the Association in collecting a delinquent Assessment, which collection costs shall be added to the delinquent Assessment. The Board may but shall not be required to record a Notice of Delinquent Assessment or charge against any Unit as to which an Assessment or charge is delinquent. The Notice shall be executed by an officer of the Board, and shall set forth the amount of the unpaid Assessment or charge, the name of the delinquent Owner and a description of the Unit.

9.14.2. The Assessment Lien may be foreclosed by the Association in the same manner as a mortgage on real property. The Association shall be entitled to purchase the Unit at foreclosure. The Association may also bring an action at law against the Owner personally obligated to pay the delinquent Assessment and/or foreclose the lien against said Owner's Unit in the discretion of the Association. No Owner may exempt himself or otherwise avoid liability for the Assessments provided for herein by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit against which the Assessments are made.

9.14.3. In any action by the Association to collect Assessments or to foreclose a lien for unpaid Assessments, the court may appoint a receiver to collect all sums alleged to be due from the Unit Owner prior to or during the pending of the action. The court may order the receiver to pay any sums

held by the receiver to the Association during the pending of the action to the extent of the Association's Regular Assessments.

9.14.4. With respect to the foregoing, to the extent permitted under and limited by section 38-33.3-316 of CCIOA, any First Mortgagee who acquires title to a Unit by virtue of foreclosing the First Mortgage or by virtue of a deed or assignment in lieu of such a foreclosure, or any purchaser at a foreclosure sale of the First Mortgage, will take the Unit free of any claims for unpaid Association Assessments, interest, late charges, costs, expenses, and attorneys' fees against the Unit which accrue prior to the time such First Mortgagee or purchaser acquires title to the Unit, and the amount of the extinguished lien may be reallocated and assessed to all Units as a Common Expense at the direction of the Board.

9.14.5. All other persons not holding liens described herein and obtaining a lien or encumbrance on any Unit after the recording of this Declaration shall be deemed to consent that any such lien or encumbrance shall be subordinate and inferior to the Association's future liens for Assessments, interest, late charges, costs, expenses, and attorneys' fees, as provided in this Article, whether or not such consent is specifically set forth in the instrument creating any such lien or encumbrance.

9.14.6. A sale or other transfer of any Unit, including but not limited to a foreclosure sale, shall not affect the Association's lien on such Unit for Assessments, interest, late charges, costs, expenses, and attorneys' fees due and owing prior to the time such purchaser acquires title and shall not affect the personal liability of each Owner who shall have been responsible for the payment thereof. Further, no such sale or transfer shall relieve the purchaser or transferee of a Unit from liability for, or the Unit from the lien of, any Assessments made after the sale or transfer.

9.15. **Statement of Unpaid Assessments.** The Association shall furnish to an Owner or such Owner's designee or to a holder of a security interest or its designee upon written request, delivered personally or by facsimile transmittal or by certified mail, first class postage prepaid, return receipt requested, to the Association, a written statement setting forth the amount of unpaid Assessments currently levied against such Owner's Unit, whether delinquent or not. The statement shall be furnished within 14 days after receipt of the request and is binding on the Association, the Board, and every Owner. If no statement is furnished either delivered personally or by facsimile transmission or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a lien upon the Unit for unpaid Assessments which were due as of the date of the request.

9.16. **Failure to Assess.** The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or mail an Assessment notice to each Owner will not be deemed a waiver, modification, or release of any Owner from the obligation to pay Assessments. In such event, each Owner will continue to pay annual Assessments on the same basis as for the last year for which an Assessment was made until a new Assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association in accordance with any budget procedures as may be required by CCIOA.

9.17. **Assessments for Tort Liability.** In the event of any tort liability against the Association which is not covered completely by insurance, each Owner shall contribute for the payment of such liability as a Special Assessment. The Association may, however, require a larger contribution from fewer than all Owners under any legal or equitable principles regarding liability for negligent or willful acts or omissions.

9.18. **Audit.** The Association shall prepare audits as may be required by CCIOA or as otherwise elected by the Association.

**ARTICLE TEN**  
**EMINENT DOMAIN**

10.1. **Definition of Taking.** The term “taking”, as used in this Article 10, shall mean condemnation by eminent domain or sale under threat of condemnation.

10.2. **Representation in Condemnation Proceedings of Common Elements.** In the event of a threatened taking of all or any portion of the Common Elements, the Unit Owners hereby appoint the Association through such persons as the Board may designate to represent the Association and all of the Unit Owners in connection therewith. The Association shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Service of process on the Association shall constitute sufficient notice to all Unit Owners, and service of process on each individual Unit Owner shall not be necessary.

10.3. **Award for Common Elements.** Any awards received by the Association on account of the taking of Common Elements shall be paid to the Association. The Association may, in its sole discretion, retain any award in the general funds of the Association or distribute all or any portion thereof to the Unit Owners as their interests may appear. The rights of a Unit Owner and the mortgagee of a Unit as to any such distribution shall be governed by the provisions of the mortgage encumbering the Unit.

10.4. **Taking of Units.** If a Unit is acquired by eminent domain or part of a Unit is acquired by eminent domain leaving the Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must include compensation to the Owner for the acquired Unit and its Allocated Interests whether or not any Common Elements were acquired. Upon acquisition, unless the decree otherwise provides, that Unit’s Allocated Interests are automatically reallocated to the remaining Units (as appropriate) in proportion to the respective Allocated Interests of those Units before the taking. Any remnant of a Unit remaining after part of a Unit is taken is thereafter a Common Element. Otherwise, if part of a Unit is acquired by eminent domain, the award must compensate the Owner for the reduction in value of the Unit and its interest in the Common Elements whether or not any Common Elements were acquired. Upon acquisition, unless the decree otherwise provides:

10.4.1. That Unit’s Allocated Interests are reduced in proportion to the reduction in the size of the Unit; and

10.4.2. The portion of Allocated Interests divested from the partially acquired Unit is automatically reallocated to that Unit and to the remaining Units (as appropriate) in proportion to the respective interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests.

10.5. **Miscellaneous.** The court decree shall be recorded in the Official Records. The reallocations of Allocated Interests pursuant to this Article shall be confirmed by an amendment to the Declaration prepared, executed, and recorded by the Association.

**ARTICLE ELEVEN**  
**SPECIAL DECLARANT RIGHTS, DEVELOPMENT RIGHTS**  
**AND ADDITIONAL RESERVED RIGHTS**

The Declarant hereby reserves for itself and its successors, assigns and designees, including the Association at such time that Declarant elects to assign such rights to the Association, the following “**Special Declarant Rights**,” “**Development Rights**” and “**Additional Reserved Rights**” for thirty years following the recordation of this Declaration, unless sooner terminated by the written election of Declarant, in its sole discretion (collectively the “**Reserved Rights**”). In all events, the exercise of the Reserved Rights is subject to compliance with applicable Town Development Approvals and Requirements.

**11.1. SPECIAL DECLARANT RIGHTS.**

11.1.1. **Completion of Improvements and Annexation into the Community.** The right to complete Buildings, including Units and other Improvements on such areas upon which a reserved right has been indicated on plats and maps filed with the Declaration and/or as otherwise provided for in this Declaration, as such additional development has been approved in the Town Development Approvals and Requirements. The reserved right includes the right to annex such completed Buildings, Units and other Improvements into the Community and designate the same as Units or Common Elements. The rights reserved hereunder also include the right to further develop and construct such other and further improvements, including buildings and units on other portions of the Real Estate and/or on adjoining or adjacent property, subject to securing any approvals by the Town and to annex such completed improvements and units into the Community and/or into a subordinate community formed by Declarant.

11.1.2. **Exercise of Reserved Rights.** The right to exercise: (a) any Special Declarant Rights, Additional Reserved Rights or Development Rights reserved in this Article; or (b) any other rights reserved or existing under the provisions of this Declaration or CCIOA.

11.1.3. **Consolidation on Merger.** The right to merge or consolidate the Community with a reasonably similar common interest community as determined by Declarant.

11.1.4. **Amendment of Declaration.** The right to amend the Declaration in connection with the exercise of any Development Rights, Special Declarant Rights or Additional Reserved Rights.

11.1.5. **Amendment of Community Map.** The right to amend the Condominium Map in connection with the exercise of any Development Rights, Special Declarant Rights or Additional Reserved Rights.

**11.2. DEVELOPMENT RIGHTS.**

11.2.1. **Units.** The Declarant reserves the right to undertake any of the following actions with respect to the Common Elements and Units owned by the Declarant:

- A. Relocate boundaries between adjoining Units;
- B. Enlarge, reduce or diminish the size of Units, including incorporating Common Elements into a Unit;
- C. Subdivide a Unit into one or more additional Units;

- D. Enlarge, reduce or diminish the size of areas of the Common Elements;
- E. Convert Residential Units to Commercial Units or Commercial Units to Residential Units;
- F. Reduce or diminish the size of areas of the Common Elements; and
- G. Re-designate uses and activities occurring on the Common Elements, except for Limited Common Elements, which re-designation of uses and activities will require the consent of the Owner of the Unit to which the right to use Limited Common Element was assigned.

11.2.2. **Create Additional Buildings, Units and Common Elements.** The right to create or construct additional Buildings, Units, Common Elements and Limited Common Elements upon the Real Estate, to subdivide Units and to convert Units into Common Elements or to convert Common Elements into Units.

11.2.3. **Annex Additional Land or Units.** The right to add Units and to subject additional property located in the Town of Ridgway to the provisions of this Declaration.

11.2.4. **Withdraw Real Estate.** The right to withdraw Units owned by Declarant, and associated Common Elements, from the Community.

11.2.5. **Master Associations and Subordinate Association.** The right to create master associations and/or subordinate associations and to subject all or portions of the Real Estate to such master association or subordinate association;

11.2.6. **Relocate Boundaries of Common Elements and Units.** In exercising its Reserved Rights, Declarant may modify the boundaries of any Common Element and include areas associated with a Common Element into a Unit owned by Declarant or an affiliate of Declarant or consented to by the Owner of a Unit, provided that Declarant shall not reduce an area designated as a Limited Common Element without the consent of the Owner(s) of the Unit(s) to which the Limited Common Element has been assigned.

11.2.7. **Other Rights.**

A. The right to re-designate the use classification of a Unit from a Commercial Unit to Residential Unit and from a Residential Unit to a Commercial Unit;

B. The right to grant or withhold its approval and/or consent to any matter or action requiring the approval and/or consent pursuant to the Declaration;

C. The right to exercise any and all other Reserved Rights stated, established or otherwise reserved herein or otherwise allowed in CCIOA;

D. The right to amend or supplement the Declaration in connection with the exercise of any Reserved Rights; and

E. The right to amend or supplement the Condominium Map in connection with the exercise of any Reserved Rights.

11.3. **ADDITIONAL RESERVED RIGHTS.**

11.3.1. **Dedications.** The right to establish or obtain, from time to time, by dedication, grant or otherwise, utility and other easements or encroachment permits for purposes including but not limited to streets, paths, walkways, skyways, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions and exclusions for the benefit of and to serve the Owners within the Community.

11.3.2. **Use Agreements.** The right to enter into, establish, execute, amend, and otherwise deal with contracts, agreements and leases for the use, operation, lease, repair, maintenance or regulations of recreational facilities and/or Common Elements, which may or may not be a part of the Community.

11.3.3. **Grant Easement.** The right to grant and convey an easement over portions of the Common Elements to adjoining property owners or to the public to enable pedestrian and vehicular access and/or the extension of utilities to serve adjoining property, provided that the grant of such easement does not preclude uses and activities of the Common Elements contemplated by this Declaration.

11.3.4. **Other Rights.** The right to exercise any other right reserved to Declarant in this Declaration or the other Condominium Documents.

11.4. **Assignment of the Declarant Rights.** Declarant reserves the right to transfer and assign some or all of the Reserved Rights to any Person, which will be evidenced by a written assignment recorded in the Official Records, and upon such assignment, such assignee may elect to exercise any assigned Reserved Rights subject to these Declarations and CCIOA and upon such election, the assignee shall assume all of the duties and obligations of the Declarant with respect to the Reserved Rights being so assigned. At such time that Declarant no longer owns a Unit in the Community, Declarant shall assign any and all Reserved Rights which Declarant continues to possess to the Association.

11.5. **No Further Authorizations Needed.** The consent of Owners or holders of Security Interests shall not be required for the Declarant or its assignees to exercise any Reserved Rights, and Declarant or its assignees may proceed without limitation at their option, subject to existing property use, zoning laws and any planned unit development requirements of the Town. Reserved Rights of the Declarant or its assignees may be exercised with respect to different parcels of the Community at different times. Additionally, Declarant or its assignees may exercise any Reserved Rights on all or any portion of the Community in whatever order is determined. Declarant or its assignees shall not be obligated to exercise any Reserved Rights or to expand the Community beyond the number of Units initially submitted.

11.6. **Amendment of the Declaration or Map.** If Declarant or its assignees elect to exercise any Reserved Rights, that party shall comply with CCIOA with respect to amending or supplementing the Map or the Declaration.

11.7. **Interpretation.** Recording of amendments to the Declaration and the Map pursuant to Reserved Rights in the Declaration shall automatically effectuate the terms and provisions of that amendment. Further, such amendment shall automatically vest in each existing Owner the reallocated Allocated Interests appurtenant to his Unit. Further, upon the recording of an amendment to the Declaration, the definitions used in this Declaration shall automatically be extended to encompass and to refer to the Community as expanded and to any Additional Improvements, and the same shall be added to and become a part of the Community for all purposes. All conveyances of Units after such amendment is recorded shall be effective to transfer rights in all Common Elements, whether or not reference is made to any Amendment of the Declaration or Map.

**ARTICLE TWELVE**  
**GENERAL PROVISIONS**

12.1 **Duration of Declaration.** The term of this Declaration shall be perpetual.

12.2 **Termination of Community.** The Community may be terminated only by the agreement of: (a) Owners holding at least 80% of the weighted votes in the Association, and (b) all Eligible Mortgagees. In the event of such termination, the provisions of Section 38-33.3-218 of CCIOA shall apply.

12.3 **Amendment of Declaration and Map.**

12.3.1 This Declaration may be amended by the Declarant in certain defined circumstances, including without limitation: (a) when the Declarant is exercising Reserved Rights hereunder, (b) for purposes of correcting clerical, typographical, or technical errors; or (c) to comply with the requirements, standards or guidelines of recognized secondary mortgage markets and agencies.

12.3.2 In addition to the foregoing, subject to the provisions of this Declaration (including, but not limited to, Section 12.5) this Declaration (including the Condominium Map) may be amended by the vote or agreement of Owners to which at least 51% of the weighted votes in the Association are allocated. In completing an amendment to the Condominium Documents, no requirement to obtain the consent of any of the Eligible Mortgagees is required, unless otherwise required by Law.

So long as Declarant has any rights or obligations under or pursuant to this Declaration or any of the other Condominium Documents (see Article Eleven above), any proposed amendment of any provision of the Condominium Documents shall require Declarant's prior written consent to such amendment. Any amendment made without Declarant's prior written consent as required herein shall be null and void and shall have no effect. The foregoing requirement for consent of Declarant to any amendment shall terminate at the option of the Declarant as set forth in a recorded instrument executed by Declarant, but in any event, shall terminate without further act or deed in accordance with the limitations set forth in Article Eleven above; *provided, however*, in no event shall the provisions of this paragraph limit the rights of Declarant in Section 12.5 below.

12.3.3 Pursuant to Section 38-33.3-217(4.5) of CCIOA which provides that except to the extent expressly permitted or required by other provisions of CCIOA, no amendment may change the uses to which any Unit is restricted in the absence of a vote or agreement of Owners to which at least 51% of the weighted votes in the Association for such Units are allocated. This limitation does not apply in instances where the Declarant is amending the Declaration and/or the Condominium Documents pursuant to its Reserved Rights, to the fullest extent allowed by CCIOA.

12.3.4 Under no circumstances shall any amendment to the Declaration, the Map or any of the Condominium Documents alter, limit, impair, reduce, eliminate, extinguish, terminate or otherwise affect the Reserved Rights of Declarant or any Unit owned by Declarant without the prior written consent and approval of Declarant, which Declarant may grant or withhold in Declarant's sole discretion.

12.3.5 An amendment to this Declaration shall be in the form of a "First (or Second, etc.) Amendment to Declaration and Map." With the exception of Declarant amendments, amendments to this Declaration shall be duly executed by the President and Secretary of the Association and recorded in the Official Records.

12.3.6 No amendment to this Declaration concerning any designated Town Enforceable Restrictions shall be effective unless approved by the Town, evidenced by its consent in the Declaration Amendment.

#### 12.4 **Compliance; Enforcement.**

12.4.1 Every Owner and Occupant of a Unit in the Community shall fully and faithfully observe, abide by, comply with and perform all of the covenants, conditions and restrictions set forth in this Declaration and the Condominium Documents, and all approvals granted by the Board, as the same or any of them may be amended from time to time.

12.4.2 The Board shall have the following rights and remedies:

A. The right to levy and collect, after Notice and Hearing, reasonable fines for the violation of any of the foregoing matters which shall constitute a lien upon the violator's Unit. In the event that any Person, including an Occupant, guest, or invitee of a Unit violates the Condominium Documents and a fine is imposed, the fine may, but need not, first be assessed against the violator; however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board.

B. The right to levy and collect a Reimbursement Assessment against any Owner.

C. The right to enter upon any Unit within the Community, after giving the Owner or Occupant at least 5 days written notice of the nature of the violation (unless an emergency exists, in which case without notice), without liability to the Owner or Occupant thereof, to enforce or cause compliance with such matters, at the cost and expense of the Owner or Occupant in violation.

D. The right to cut off or suspend any or all Association services or benefits to the subject Owner or Occupant and his Unit until the violation is cured.

E. The right to suspend an Owner's right to vote (except that no notice or hearing is required if the Owner is more than 90 days delinquent in paying any Assessment).

F. The right to exercise self-help or take action to abate any violation of the Condominium Documents in a non-emergency situation (including removing personal property that violates the Condominium Documents).

G. The right to record a notice of violation with respect to any Unit on which a violation exists.

12.4.3 Failure by the Board to exercise any of the rights available to it under this Section 12.4 shall in no event be deemed a waiver of the right to do so in any other instance.

12.4.4 A decision by the Association and its Board not to enforce a particular provision shall not prevent the Association from enforcing the same provision at a later time or prevent the enforcement of any other covenant, restriction, or rule.

12.4.5 The Town is authorized to enforce compliance with a violation of a Town Enforceable Restrictions as established by and in the manner provided for in this Declaration.

#### 12.5 **Agreement to Encourage Alternative Dispute Resolution.**



**IMPORTANT NOTICE:** Declarant, the Association, and their respective officers and directors, all Owners, and any Person not otherwise subject to the Declaration but who agree to submit to the procedures set forth in this Article (these “Procedures”), including all construction professionals, architects, contractors, subcontractors, developers, builders, builder vendors, engineers, inspectors and others who performed or furnished any engineering, design, planning, supervision, inspection, construction or observation of the construction of any improvement in the Project (each of the foregoing being referred to as a “Party”), hereby agree to encourage the amicable resolution of disputes involving the Project and all of its improvements without the emotional and financial costs of litigation. Accordingly, each Party covenants and agrees to submit all Claims, as defined below, each alleges to have to the Procedures set forth herein and not to a court of law. **All Parties hereby agree to the mandatory mediation and arbitration of all Claims as set forth in this Article and irrevocably waive any right to trial of any Claim by jury or otherwise in a court of law. Each Party agrees that these Procedures shall be the sole and exclusive remedy that each Party shall have for any Claim.** Should any Party commence litigation or any other action against any Party in violation of the terms of this Article, such Party shall reimburse all costs and expenses, including attorneys’ fees, incurred by the other Party in such litigation or action within ten (10) days after written demand.

The Parties understand and agree that no Claim may be initiated after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitation or statute of repose.

Statement of Clarification. Without modifying or restricting the scope of these Procedures and as a statement of clarification only, the intent of these Procedures is to foster constructive dialogue between the Parties, to permit corrective measures to be implemented without the necessity of final settlement documentation, to inform Parties of implications related to certain Claims that may not otherwise be readily apparent to such Parties, and to assist the Parties in resolving Claims, if possible, *before* incurring significant legal and consultant expenses, particularly through the informal Procedures set forth in Section 16.4 below.

12.5.1 For purposes of this Section 12.5 only, the following terms have the following meanings:

(a) “AAA” means the American Arbitration Association.

(b) “Claimant” means any Party having a Claim.

(c) “Claim” means, except as excluded or exempted by the terms of this Section 12.5 (including Section 12.5.3 below), any claim, counterclaim, cross-claim, third-party claim, grievance or dispute between one Party and another, regardless of how it may have arisen or on what it might be based (including, but not limited to, damages, indemnity or contribution), including, without limitation, disputes arising out of or related to: (i) the interpretation, application or enforcement of any Condominium Document or the Limited Warranty; (ii) the location, size, planning, sale, development, design, construction and/or condition of the Units and Community, including, without limitation, the soils of the Community; and (iii) any statements, representations, promises, warranties, or other communications allegedly made by or on behalf of any Party relating to the foregoing.

(d) “Inspecting Party” means a Party causing an inspection of the Subject Property to be made.

(e) “Limited Warranty” means a written limited warranty given to a Party

related to a Unit.

(f) **“Party”** means each of the following: (i) Declarant and its officers, owners, employees and agents (collectively, **“Declarant Affiliates”**); (ii) all Owners, the Association and all other Persons subject to this Declaration, their officers, owners, employees, and agents; (iii) any builder of any portion of the Project and its officers, owners, employees and agents; and (iv) any Person not otherwise subject to this Declaration who agrees to submit to this Section 12.5.

(g) **“Respondent”** means any Party against whom a Claimant asserts a Claim.

(h) **“Subject Property”** means the property and all improvements thereon regarding which a Party contends a defect exists or another Claim pertains and/or property and all improvements thereon being inspected and/or repaired under the inspection right in Section 12.5.4 below.

(i) **“Termination of Mediation”** means a period of time expiring 30 days after a mediator has been agreed upon by the Parties or chosen by AAA if the Parties cannot agree or within such other time as agreed to by the Claimant and Respondent in writing, and upon the expiration of which the Claimant and Respondent have not settled the Claim.

#### 12.5.2 Intent of Parties; Applicability of Article; and Applicability of Statutes of Limitations.

(a) Each Party agrees to work towards amicably resolving disputes, without the emotional and financial costs of litigation. Accordingly, each Party agrees to resolve all Claims only by using the procedures in this Section 12.5, and not by litigation. Further, each Party agrees that the procedures in this Section 12.5 shall be the sole and exclusive remedial process that each Party shall have for any Claim. Should any Party commence litigation or any other action against any other Party in violation of this Section 12.5, such action shall be dismissed and such Party shall reimburse all costs and expenses, including attorneys’ fees and court costs, incurred by the other Party in such litigation or action within 10 days after written demand.

(b) By accepting a deed for a Unit, each Owner agrees to be bound by and to comply with this Section 12.5.

(c) The Parties agree that no Claim may be commenced after the date set forth in an applicable Limited Warranty, and if the Claim is not covered by such Limited Warranty, then when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitation and/or statute of repose or as otherwise limited by this Section 12.5.

(d) The Parties agree that no director or officer of the Association shall be liable to any person or entity for failure to institute or maintain or bring to conclusion a cause of action, mediation or arbitration for an Association Defect Claim if the following criteria are satisfied: (i) the director or officer was acting within the scope of his or her duties; (ii) the director or officer was not acting in bad faith; and (iii) the act or omission was not willful, wanton or grossly negligent.

12.5.3 Unless specifically exempted by this Section 12.5, all Claims between any of the Parties shall be subject to the provisions of this Section 12.5. Notwithstanding the foregoing, unless all Parties thereto otherwise agree in writing, “Claim” does not include the following and shall not be subject to the provisions of this Section 12.5:

(a) Any action by the Association to enforce the provisions of the Condominium Documents (other than this Section 12.5) against an Owner or Occupant;

(b) Any action by the Association to assess or collect any Assessments or to enforce or foreclose any Assessment Lien;

(c) Any action, suit or proceeding to compel arbitration of a Claim or to enforce any award or decision of an arbitration conducted in accordance with this Section 12.5 or to enforce the terms of any written settlement agreement of a Claim;

(d) Any action pursuant to the provisions of this Declaration concerning mechanics liens.

#### 12.5.4 Notice and Right to Inspect and Correct.

(a) Before the earlier of, as applicable (i) the delivery of a Notice of Claim as described in Colorado's Construction Defect Action Reform Act ("CDARA"), or (ii) initiating arbitration under Section 12.5.7 below (each referred to herein as "**Commencing a Claim**"), the Claimant shall provide notice to everyone Claimant contends contributed to the alleged problem. The notice shall state plainly and concisely:

- \* The nature of the Claim, including all Persons involved and each Respondent's role in the Claim;
- \* The legal or contractual basis of the Claim (i.e., the specific authority out of which the Claim arises); and
- \* The specific relief and/or proposed remedy sought.

(b) Additionally, if the Claim involves an alleged defect or damage to any improvement or real property, then prior to Commencing a Claim, Claimant shall also provide Respondent, for a period of 60 days after delivery of the foregoing notice ("**Inspection/Correction Period**"), the right to access, inspect, correct the condition of, or redesign any portion of any improvement or real property allegedly containing a defect or damage or otherwise correct the alleged defect or damage. In exercising these inspection and correction rights, the Inspecting Party and Respondent shall:

(i) Act carefully to avoid unreasonable intrusion on, or harm, damage or costs to the other Party including using its best efforts to avoid causing any damage to, or interference with, any improvements on the Subject Property at issue;

(ii) Minimize any disruption or inconvenience to any Person who occupies the Subject Property;

(iii) Remove daily all debris caused by the inspection and remaining on the Subject Property; and

(iv) In a reasonable and timely manner, at the sole cost and expense of the Inspecting Party, promptly remove all equipment and materials from the Subject Property, repair and replace all damage, and restore the Subject Property to its pre-inspection condition unless the Subject Property is to be immediately repaired.

The Inspecting Party and Respondent shall not permit any lien, claim or other encumbrance arising from the inspection to attach to the Subject Property.

12.5.5 In the event that (a) by the end of the Inspection/Correction Period described above, Respondent has elected not to access, inspect, correct the condition of, or redesign any portion of

any improvement or real property allegedly containing a defect or damage or otherwise correct the alleged defect or damage, (b) by the end of the Inspection/Correction Period, Claimant is unsatisfied with such actions undertaken by Respondent under Section 12.5.4(b) above, or (c) the Claim does not involve an alleged defect or damage of any improvement or real property, then before Commencing a Claim against any Respondent, the Parties shall first make every reasonable effort to meet in person and confer to resolve the Claim by good faith negotiation. The Parties shall seek to understand clearly the Claim and resolve as many aspects or issues as possible. Any Party may be represented by attorneys and independent consultants to assist such Party, including by attending all negotiations.

12.5.6 If the Parties cannot resolve the Claim through negotiations under Section 12.5.5 above after attempting to do so for 20 days, Claimant shall have an additional 15 days to submit the Claim to mediation under the auspices of the AAA under the AAA's Commercial or Construction Industry Mediation Rules, as appropriate.

(a) If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have fully and finally waived the Claim for all purposes, such that Respondent shall be deemed released and discharged from all liability to Claimant for such Claim.

(b) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If mediation ends without a settlement, the mediator shall issue a notice of Termination of Mediation. This notice shall state that the Parties are at an impasse and the date that mediation was terminated.

(c) Each Party shall pay its own costs of the mediation, including its own attorneys' fees. Each Party shall share equally all of the mediator's charges. The mediation proceedings shall be conducted at a mutually agreeable location in the City and County of Denver, Colorado.

(d) If the Parties resolve any Claim through negotiation or mediation under Section 12.5.5 above or this Section 12.5.6, and any Party later fails to comply with a written settlement agreement, then any other Party may file suit or initiate arbitration proceedings to enforce such written agreement without the need to again comply with such procedures. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including, without limitation, attorneys' fees and costs.

#### 12.5.7 Commencing a Claim.

(a) Only after receiving a notice of Termination of Mediation may a Claimant Commence a Claim.

(b) At least 60 days before the Association Commences a Claim, the Board must first also comply with the following:

(i) Provide notice to all Owners ("**Homeowner Notice**") in accordance with §303.5 of CCIOA, if applicable, and also include in such notice the following:

(1) The Approval Deadline (defined below);

(2) If the Association were to prevail, what the Board expects that the Association may recover from the Respondent(s);

(3) Whether the Board intends to enter into a contingency fee arrangement with the attorneys' representing the Association, and how much of the amount the Association recovers from the Respondent(s) will be paid to the attorney(s). What the Board estimates that, in addition to attorney fees, the Association will incur for consultants, expert witnesses, depositions, filing fees, and other expenses of pursuing the Claim;

(4) If the Association makes a Claim and does not prevail, what the Board expects the Association will incur in witness and attorneys' fees and other costs;

(5) If the Association does not recover from the Respondent(s), what it may have to pay to repair or replace any claimed defective work;

(6) A statement that until any claimed defective work is repaired or replaced, or until the Claim is concluded, the market value of the affected Units could be adversely affected;

(7) A statement that until any claimed defective work is repaired or replaced, or until the Claim is concluded, Owners of affected Units may have difficulty refinancing and prospective buyers of the affected Units may have difficulty obtaining financing. In addition, a statement that certain federal underwriting standards or regulations prevent refinancing or obtaining a new loan in projects where a construction defect is claimed. In addition, a statement that certain lenders as a matter of policy will not refinance or provide a new loan in projects where a construction defect is claimed;

(8) An estimate of the length of time it will take to reach a final resolution of the Claim (including appeals);

(9) How the Association intends to finance the pursuit of the Claim (i.e., Special Assessments);

(10) An affirmation from each Board member voting in favor of pursuing the Claim that the foregoing are true and correct; and

(11) Any statement desired to be included in the notice by any Board member voting against pursuing the Claim.

(ii) Require that repair estimates be given by contractors other than those recommended by the Association's attorneys.

(iii) Prior to the Association Commencing a Claim, the Association must also first obtain the prior written approval to pursue the Claim from Owners of Units to which a majority of the total votes in the Project (excluding votes allocated to Units owned by Declarant) are allocated. The Association must obtain such written approval within 60 days after delivery of the Homeowner Notice or the Claim is deemed fully and finally released and may not be brought in any manner by the Association ("**Approval Deadline**").

(c) A Claim is commenced only by:

(i) If the Claim is governed by CDARA, delivering a Notice of Claim under CDARA to Respondent(s). If the Parties fail to reach agreement on an offer of settlement pursuant to CDARA's Notice of Claim process (C.R.S. §13-20-803.5) and the Claimant elects to proceed with the Claim, then the Claim may proceed only by way of the arbitration procedures set forth below,

and not by way of litigation. Final, binding arbitration of the Claim shall be conducted under the auspices of the AAA and its Commercial or Construction Industry Arbitration Rules, as appropriate. Claimant must provide to Respondent a “Notice of Intent to Arbitrate,” within 20 days after the conclusion of the offer of settlement procedures set forth in C.R.S. §13-20-803.5. If Claimant does not timely initiate final, binding arbitration of the Claim and timely provide a Notice of Intent to Arbitrate to Respondent, then Claimant shall be deemed to have waived the Claim, and Respondent shall be deemed fully and finally released and discharged from all liability to Claimant for such Claim.

(ii) If the Claim is not governed by CDARA, then only by the arbitration procedures set forth below, and not by way of litigation. Final, binding arbitration of the Claim shall be conducted under the auspices of the AAA and its Commercial or Construction Industry Arbitration Rules, as appropriate, in which event Claimant shall provide to Respondent a “Notice of Intent to Arbitrate,” within 20 days after receiving the notice of Termination of Mediation. If Claimant does not timely initiate final, binding arbitration of the Claim and timely provide a Notice of Intent to Arbitrate to Respondent, then Claimant shall be deemed to have waived the Claim, and Respondent shall be deemed fully and finally released and discharged from all liability to Claimant for such Claim.

The following arbitration procedures shall govern each arbitrated Claim:

(1) The arbitrator must be a person qualified to consider and resolve the Claim with the appropriate industry and/or legal experience.

(2) No Person shall serve as the arbitrator where that Person has any financial or personal interest in the arbitration or any family, social or significant professional acquaintance with any Party to the arbitration. Any Person designated as an arbitrator shall immediately disclose in writing to all Parties any circumstance likely to affect the appearance of impartiality, including any bias or financial or personal interest in the arbitration (“**Arbitrator Disclosure**”). If any Party objects to the service of any arbitrator within 14 days after receipt of the Arbitrator’s Disclosure, such arbitrator shall be replaced in the same manner as the initial arbitrator was selected.

(3) The arbitrator shall hold at least one hearing in which the Parties, their attorneys and expert consultants may participate. The arbitrator shall fix the date, time and place for the hearing. The arbitration proceedings shall be conducted at a mutually agreeable location in the City and County of Denver, Colorado.

(4) The arbitration shall be presided over by a single arbitrator.

(5) Other than the deposition of experts and Claimant, no formal discovery shall be conducted without an order of the arbitrator or express written agreement of all Parties.

(6) Unless directed by the arbitrator, there shall be no post-hearing briefs.

(7) The arbitration award shall address each specific Claim to be resolved in the arbitration, provide a summary of the reasons therefore and the relief granted, and be rendered no later than 14 days after the close of the hearing, unless otherwise agreed by the Parties. The arbitration award shall be in writing and shall be signed by the arbitrator.

(8) The arbitrator determines all issues about whether a Claim is covered by this Article 20. Notwithstanding anything herein to the contrary (including, but not limited to, Section 12.5.7(c)(9) and Section 12.5.7(c)(10) below), if a Party contests the validity or scope of arbitration in court, the arbitrator or the court shall award reasonable attorneys’ fees and expenses incurred in defending such contests, including those incurred in trial or on appeal, to the non-contesting Party.

(9) The arbitrator shall apply the substantive law of Colorado with regard to any remedy granted. The arbitrator may award injunctive relief or any other remedy available in Colorado but shall not have the power to award punitive damages, attorneys' fees and/or costs to the prevailing Party. Except as set forth in Section 12.5.7(c)(8) above, each Party is responsible for any fees and costs incurred by that Party. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court of competent jurisdiction.

(10) The Parties shall pay their pro rata share of all arbitration fees and costs, including, without limitation, the costs for the arbitrator and their consultants.

(11) The arbitrator shall have authority to establish reasonable terms regarding inspections, destructive testing and retention of independent consultants.

(12) Except as may be required by law or for confirmation of an arbitration award, and except as otherwise provided in this Section 12.5, neither a Party nor an arbitrator may disclose the existence or contents of any arbitration without the prior written consent of all Parties to the arbitration.

12.5.8 THE PROVISIONS OF THIS SECTION 12.5 INURE TO THE BENEFIT OF DECLARANT AND THE DECLARANT AFFILIATES (AND ALL OTHER PARTIES DESCRIBED ABOVE) AND, NOTWITHSTANDING ANY OTHER PROVISION OF THIS DECLARATION, INCLUDING, WITHOUT LIMITATION, THE PROVISIONS OF SECTION 12.3 ABOVE, SHALL NOT EVER BE AMENDED WITHOUT THE WRITTEN AND RECORDED CONSENT OF DECLARANT, WITHOUT REGARD TO WHETHER DECLARANT OWNS ANY UNIT AT THE TIME OF SUCH AMENDMENT. BY TAKING TITLE TO A UNIT, EACH OWNER ACKNOWLEDGES AND AGREES THAT THE TERMS OF THIS SECTION 12.5 ARE A SIGNIFICANT INDUCEMENT TO DECLARANT'S AND THE DECLARANT AFFILIATES' WILLINGNESS TO DEVELOP AND SELL THE UNITS AND THAT IN THE ABSENCE OF THE PROVISIONS CONTAINED IN THIS SECTION 12.5, DECLARANT AND THE DECLARANT AFFILIATES WOULD HAVE BEEN UNABLE AND UNWILLING TO DEVELOP AND SELL THE UNITS FOR THE PRICES PAID BY THE ORIGINAL BUYERS.

IN ANY EVENT, ANY AMENDMENT TO OR DELETION OF ALL OR ANY PORTION OF THIS SECTION 12.5 SHALL NOT APPLY TO CLAIMS BASED ON ALLEGED ACTS OR OMISSIONS THAT PREDATE SUCH AMENDMENT OR DELETION.

THE TERMS OF THIS SECTION 12.5.8 SHALL NOT BE LIMITED BY THE PROVISIONS OF ARTICLE 11 ABOVE OR ANY OTHER PROVISION OF THIS DECLARATION.

Any amendment made without the requisite written consent of Declarant shall be null and void and shall have no effect. Further, all employees and agents of Declarant and all contractors, subcontractors, architects, engineers and other development professionals associated with the design or construction of any portion of the Project (each a "Third Party Beneficiary") are third-party beneficiaries of this Article and of the terms and conditions contained herein, including without limitation the requirement for binding arbitration, and any Third Party Beneficiary has standing to enforce the terms and conditions of this Article, including without limitation to compel binding arbitration.

12.5.9 IN THE EVENT THAT A COURT FINDS THAT THE DISPUTE RESOLUTION PROCEDURES SET FORTH IN THIS SECTION 12.5 ARE UNENFORCEABLE AND AS A RESULT A PARTY IS ALLOWED TO BRING A CLAIM IN COURT, ALL PARTIES AGREE THAT ANY LAWSUIT, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT IN COURT SHALL BE TRIED ONLY BY A JUDGE AND NOT BY A JURY; AND EACH PARTY HEREBY

KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND INTELLIGENTLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT.

12.5.10 Reformation. The Parties agree that reliance upon courts of law and equity can add significant costs and delays to the process of resolving Claims. Accordingly, they recognize that an essential part of the Declaration is this Article and its agreement between and among the Parties to provide for the submission of all Claims to informal negotiation and correction efforts, mediation and final and binding arbitration. Therefore, if any court or arbitrator concludes that any provision of these Procedures is void, voidable or otherwise unenforceable, the Parties understand and agree that the court or arbitrator shall reform each such provision to render it enforceable, but only to the extent absolutely necessary to render the provision enforceable and only in view of the Parties' express desire that the merits of all Claims be resolved only by arbitration and, to the greatest extent permitted by law, in accordance with the principles, limitations and procedures set forth in these Procedures.

## 12.6 **Rights of Mortgagees.**

12.6.1 Each Eligible Mortgagee shall be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Unit on which there is a Mortgage held, insured or guaranteed by such Eligible Mortgagee;

(b) Any sixty-day delinquency in the payment of Assessments or other charges owed by an Owner whose Unit is subject to the Mortgage;

(c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; and

(d) Any proposed action that requires the consent of a specified percentage of Mortgagees.

12.6.2 Any Mortgagee shall be entitled to pay any taxes or other charges which are in default and which may or have become a lien against the Common Elements and may pay any overdue premiums on hazard or general liability insurance policies covering the Common Elements, and shall be entitled to immediate reimbursement therefor from the Association, unless the Association is contesting any unpaid taxes or other charges and has set aside sufficient funds to pay the contested amounts if necessary.

12.6.3 In the event of a distribution of insurance proceeds or condemnation awards allocable among the Units for losses to, or taking of, Units and/or all or a part of the Common Elements, neither the Owner nor any other Person shall take priority in receiving the distribution over the right of any First Mortgagee who is a beneficiary of a First Mortgage against a Unit.

12.6.4 If this Declaration or any Condominium Documents require the approval of any Eligible Mortgagees then, the Association shall send a dated, written notice and a copy of any proposed amendment by certified or registered mail "return receipt" requested to such Eligible Mortgagee at its most recent address as shown on the recorded deed of trust or recorded assignment thereof, or as otherwise delivered by such Eligible Mortgagee to the Association. An Eligible Mortgagee that does not deliver to the Association a negative response within sixty days after the date it receives proper notice shall be deemed to have approved the proposed amendment.



12.7 **Notice.** Each Owner shall register its mailing address from time to time with the Association. Except as otherwise specifically provided in this Declaration, any notice permitted or required to be given hereunder to an Owner shall be in writing and may be delivered either personally, or by facsimile transmission, or by mail. Notices delivered personally or sent by facsimile transmission to an Owner shall be deemed given on the date so delivered or sent. If delivery is made by mail, it shall be deemed to have been delivered two (2) business days after a copy of the same has been posted in the first-class U.S. Mail, certified and return receipt requested, with adequate postage affixed, addressed to the receiving party at the address last registered by such party with the Association, or in the case of an Owner that has not provided such an address, to the Unit of that Owner. Notices to the Association shall be sent to such address as it may from time to time designate in writing to each Owner.

12.8 **No Dedication to Public Use.** Nothing contained in this Declaration shall be deemed to be or to constitute a dedication of all or any part of the Community to the public or to any public use except as may be required by the Town Development Approvals and Requirements and Requirements

12.9 **Safety and Security.** Each Owner and Occupant of a Unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Community. The Association may, but shall not be obligated to, maintain or support certain activities within the Community designed to promote or enhance the level of safety or security which each person provides for himself or herself and his or her property. However, the Association, the Declarant (and any officers, owners, employees and agents thereof) and the Managing Agent, shall not in any way be considered insurers or guarantors of safety or security within the Community, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to the Community, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing any Occupants of such Owner's Unit that the Association, its Board and committees, the Declarant (and any officers, owners, employees and agents thereof) and the Managing Agent are not insurers or guarantors of security or safety and that each Person within the Community assumes all risks of personal injury and loss or damage to property, including Units and Common Elements and the contents of Units, resulting from acts of third parties.

12.10 **Interpretation of Declaration.** The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a common and general plan for the development, improvement, enhancement, protection and enjoyment of the Community, and to the extent possible, shall be construed so as to be consistent with CCIOA.

12.11 **Conflict With Condominium Map.** In the event of any conflict or inconsistency between the provisions of this Declaration and the Condominium Map, the provisions of said Condominium Map shall govern and control and this Declaration shall automatically be amended, but only to the extent necessary to conform the conflicting provisions hereof with the provisions of said Condominium Map.

12.12 **Conflict With CCIOA.** In the event of any conflict or inconsistency between the provisions of the Condominium Documents and CCIOA and/or the Colorado Revised Nonprofit Corporation Act, the respective provisions of CCIOA and/or the Colorado Revised Nonprofit Corporation Act shall govern and control and the Condominium Documents shall automatically be amended, but only to the extent necessary to conform the conflicting provisions hereof with the provisions of CCIOA and/or the Colorado Revised Nonprofit Corporation Act and only to the extent amendments do not conflict with the Town Development Approvals and Requirements and Requirements.

12.13 **Governing Law; Jurisdiction.** The laws of the State of Colorado shall govern the interpretation, validity, performance, and enforcement of this Declaration. Except as otherwise provided in this Declaration (including, but not limited to, Section 12.5) any legal action brought in connection with this Declaration shall be commenced in the District Court for Ouray County, Colorado, and by acceptance of a deed to a Unit each Unit Owner voluntarily submits to the jurisdiction of such court.

12.14 **Costs and Attorneys' Fees.** Except as otherwise provided in this Declaration (including, but not limited to, Section 12.5), in any action or proceeding involving the interpretation or enforcement of any provision of this Declaration, the substantially prevailing party shall recover its costs and expenses, including reasonable expert witness and attorneys' fees and costs incurred in connection therewith. An action shall be commenced only in a state court of competent jurisdiction located in Ouray County, Colorado.

12.15 **Severability.** The provisions of this Declaration shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Declaration, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) the invalid or unenforceable provision shall be reformed, to the minimum extent required to render such invalid or unenforceable provision enforceable in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Declaration and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision.

12.16 **Captions.** Captions given to various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof and shall not be considered in interpreting any of the provisions hereof.

12.17 **Singular Includes Plural.** Unless the context requires a contrary construction, as employed in this Declaration the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

**DECLARANT:**

Date: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**(Legal Description of the Real Estate)**

Lot 1R, Triangle Subdivision, Town of Ridgway, Ouray County, Colorado, according to the Plat thereof recorded on December 26, 2023 In Reception No. 236326

**EXHIBIT B**  
**(Allocated Interests)**

**EXHIBIT “B”**  
(Table of Allocated Interests)

Building	Unit	Designated Use	Unit Size (Sq.Ft.)	Allocated Interests In Building	Allocated Interests In Community
<b>Townhome Building D1</b>					
	Townhome Unit A	Residential	Main Space: 1,730.28 Garage: 499.50 Total Unit: 2,229.78	49.97%	4.00%
	Townhome Unit B	Residential	Main Space: 1,734.09 Garage: 498.13 Total Unit: 2,232.22	50.03%	4.01%
<b>Total For Townhome Building D1</b>			<b>Total Unit: 4,462.00</b>	<b>100%</b>	<b>8.01%</b>
<b>Townhome Building D2</b>					
	Townhome Unit A	Residential	Main Space: 1,732.47 Garage: 497.40 Total Unit: 2,229.87	49.98%	4.00%
	Townhome Unit B	Residential	Main Space: 1,733.39 Garage: 497.82 Total Unit: 2,231.21	50.02%	4.01%
<b>Total For Townhome Building D2</b>			<b>Total Unit: 4,461.08</b>	<b>100%</b>	<b>8.01%</b>
<b>Townhome Building D3</b>					
	Townhome Unit A	Residential	Main Space: 1,730.28 Garage: 499.50 Total Unit: 2,229.78	49.97%	4.00%
	Townhome Unit B	Residential	Main Space: 1,734.11 Garage: 498.13 Total Unit: 2,232.24	50.03%	4.01%
<b>Total For Townhome Building D3</b>			<b>Total Unit: 4,462.02</b>	<b>100%</b>	<b>8.01%</b>
<b>Townhome Building D4</b>					
	Townhome Unit A	Residential	Main Space: 1,732.47 Garage: 497.40 Total Unit: 2,229.87	49.98%	4.00%

	Townhome Unit B	Residential	Main Space: 1,733.39 Garage: 497.82 Total Unit: 2,231.21	50.02%	4.01%
<b>Total For Townhome Building D4</b>			<b>Total Unit: 4,461.08</b>	<b>100%</b>	<b>8.01%</b>
<b>Townhome Building D5</b>					
	Townhome Unit A	Residential	Main Space: 1,730.28 Garage: 499.50 Total Unit: 2,229.78	49.97%	4.00%
	Townhome Unit B	Residential	Main Space: 1,734.09 Garage: 498.13 Total Unit: 2,232.22	50.03%	4.01%
<b>Total For Townhome Building D5</b>			<b>Total Unit: 4,462.00</b>	<b>100%</b>	<b>8.01%</b>
<b>Building M1A</b>					
	Air Space Unit 101	Residential	1,274.64	38.06%	2.29%
	Air Space Unit 201	Residential	1,274.64	37.17%	2.24%
	Air Space Unit 200	Residential	829.71	24.77%	1.49%
<b>Totals for Building M1A</b>			<b>3,349.68</b>	<b>100%</b>	<b>6.02%</b>
<b>Building M1B</b>					
	Air Space Unit 100	Residential	1,274.78	38.06%	2.29%
	Air Space Unit 201	Residential	829.71	24.77%	1.49%
	Air Space Unit 200	Residential	1,245.19	37.17%	2.24%
<b>Totals for Building M1B</b>			<b>3,349.68</b>	<b>100%</b>	<b>6.02%</b>
<b>Building M2</b>					
	Air Space Unit 201	Residential	1,331.18	14.40%	2.39%
	Air Space Unit 202	Residential	1,097.51	11.87%	1.97%
	Air Space Unit 203	Residential	1,097.51	11.87%	1.97%
	Air Space Unit 204	Residential	1,097.51	11.87%	1.197%
	Air Space Unit 301	Residential	1,331.18	14.40%	2.39%
	Air Space Unit 302	Residential	1,097.51	11.87%	1.97%
	Air Space Unit 303	Residential	1,097.51	11.87%	1.97%
	Air Space Unit 304	Residential	1,097.51	11.87%	1.97%
<b>Totals for Building M2</b>			<b>9,247.42</b>	<b>100%</b>	<b>16.61%</b>

<b>Building M3</b>						
	Air Space Unit 101	Residential	1,230.31	12.08%	2.30%	
	Air Space Unit 102	Employee Housing	800.14	7.55%	1.44%	
	Air Space Unit 201	Employee Housing	679.09	6.40%	1.22%	
	Air Space Unit 202	Residential	1,195.25	11.27%	2.15%	
	Air Space Unit 203	Residential	1,093.88	10.32%	1.96%	
	Air Space Unit 204	Residential	1,093.55	10.31%	1.96%	
	Air Space Unit 205	Residential	1,074.40	10.13%	1.93%	
	Air Space Unit 301	Residential	1,198.63	11.30%	2.15%	
	Air Space Unit 302	Residential	1,093.88	10.32%	1.96%	
	Air Space Unit 303	Residential	1,093.55	10.31%	1.96%	
<b>Totals for Building M3</b>			<b>10,602.68</b>	<b>100%</b>	<b>19.04%</b>	
<b>Building CM</b>						
	Air Space Unit 101	Commercial	821.94	12.04%	1.48%	
	Air Space Unit 102	Commercial	748.85	10.97%	1.34%	
	Air Space Unit 103	Commercial	857.01	12.56%	1.54%	
	Air Space Unit 104	Commercial	882.20	12.92%	1.58%	
	Air Space Unit 201	Residential	874.22	12.81%	1.57%	
	Air Space Unit 202	Employee Housing	883.59	12.95%	1.59%	
	Air Space Unit 203	Employee Housing	883.59	12.95%	1.59%	
	Air Space Unit 204	Residential	874.22	12.81%	1.57%	
<b>Totals for Building CM</b>			<b>6,825.62</b>	<b>100%</b>	<b>12.26%</b>	
<b>Totals For Community</b>			<b>55,683.26</b>		<b>100.00 %</b>	





## Articles of Incorporation for a Nonprofit Corporation

filed pursuant to § 7-122-101 and § 7-122-102 of the Colorado Revised Statutes (C.R.S.)

**The domestic entity name of the nonprofit corporation is** Riverfront Village Owners Association, Inc.

**The principal office street address is** 215 S. Sunset Ridge Dr  
Telluride CO 81435  
US

**The principal office mailing address is** 215 S. Sunset Ridge Dr  
Telluride CO 81435  
US

**The name of the registered agent is** The Law Offices of Thomas G. Kennedy, P.C.

**The registered agent's street address is** 307 East Colorado Avenue  
Suite 203  
Telluride CO 81435-3081  
US

**The registered agent's mailing address is** PO Box 3081  
Telluride CO 81435-3081  
US

The person above has agreed to be appointed as the registered agent for this entity.

### **The name(s) and address(es) of the incorporator(s)**

The Law Offices of Thomas G. Kennedy, P.C.  
PO Box 3081  
Telluride CO 81435-3081  
US

### **Voting members**

There are voting members for the nonprofit corporation.

### **The distribution of assets for the nonprofit corporation:**

See attached "Addendum to Articles"

### **Additional information the person(s) forming this entity determined to include is attached.**

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

**Name(s) and address(es) of the individual(s) causing the document to be delivered for filing**

Kimberly A. Risner-Tindall

PO Box 3081

Telluride CO 81435-3081

US

**ADDENDUM TO  
ARTICLES OF INCORPORATION OF  
RIVERFRONT VILLAGE OWNERS ASSOCIATION, INC.,  
A COLORADO NONPROFIT CORPORATION**

Capitalized terms not otherwise defined herein shall have the meaning set forth in the Declaration of Covenants, Conditions and Restrictions for Riverfront Village Condominiums and any supplement or amendment thereto (“**Declaration**”). All of the lands that become subject to said Declaration from time to time are hereinafter referred to as the “**Community**.” In the event of a conflict between the terms, conditions and provisions of this Addendum and the Articles of Incorporation, this Addendum shall control.

**ARTICLE ONE**  
**Purposes**

The business, objectives and purposes for which the corporation is formed are as follows:

1. To be and constitute the “**Association**”, to which reference is made in the Declaration establishing a plan for Riverfront Village Condominiums, located in the Town of Ridgway, Ouray County, Colorado (“**Community**”), said Declaration to be recorded in the office of the County Clerk and Recorder of Ouray County, Colorado.
2. To perform all obligations and duties of the Association and to exercise all rights and powers of the Association, as specified in the Declaration.
3. To provide an entity for the furtherance of the interest of the Owners of separate condominium units (“**Units**”) within the Community.

**ARTICLE TWO**  
**Powers**

In furtherance of its purposes, but not otherwise, the corporation shall have the following powers:

1. All of the powers conferred upon non-profit corporations by the common law and the statutes of the State of Colorado in effect from time to time.
2. All of the powers necessary or desirable to perform the obligations and duties and exercise the rights and powers of the Association under the Declaration, including, without limitation, the following powers:
  - a. To make and collect general, limited and/or special assessments against Members for the purpose of defraying the costs, expenses and any losses of the Association, or of exercising its powers or of performing its functions.
  - b. To manage, control, operate, maintain, repair and improve Community common elements, as defined in the Act and the Declaration.
  - c. To enforce covenants, restrictions or conditions affecting any Community property, to the extent the Association may be authorized under any such covenants, restrictions or conditions, and to make and enforce rules and regulations for use of the Community.
  - d. To engage in activities which will actively foster, promote and advance the

common ownership interests of Owners of the Units.

e. To buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, withdraw, grant or obtain easements, licenses, permits and the like, hold, use, operate and otherwise deal with and in, real, personal and mixed property of all kinds, and any right or interest therein, for any purpose of the Association.

f. To borrow money for any purpose of the Association, limited in amount or in other respects as may be provided in the Bylaws of the Association (the “**Bylaws**”).

g. To enter into, make, perform or enforce contracts of every kind and description, and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association or any Members, with or in association with any person, firm, association, corporation or other entity or agency, public or private.

h. To act as agent, trustee, or other representative of other corporations, firms, individuals, and as such to advance the business or ownership interests of such corporations, firms or individuals, including, without limitation, any Members.

i. To adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association, provided, however, that such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration.

j. The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article.

### **ARTICLE THREE**

#### **Memberships**

1. The corporation shall be a membership corporation without certificates or shares of stock. Subject to the limitations set forth in the Declaration. There shall be one class of membership.

2. There shall be one “**Membership**” in the Association for each Unit within the Community. The Person or Persons who constitute the Owner of a Unit shall automatically be the holder of the Membership appurtenant to that Unit, and shall collectively be the “**Member**” of the Association with respect to that Unit, and the Membership appurtenant to that Unit shall automatically pass with fee simple title to the Unit. Declarant shall hold a Membership in the Association for each Unit owned by Declarant. Membership in the Association shall not be assignable separate and apart from fee simple title to a Unit, and may not otherwise be separated from ownership of a Unit.

3. All Members shall be entitled to vote on all matters, with each vote allocated in the manner set forth in the Declaration. Cumulative voting is prohibited. No person or entity other than an Owner of a Unit may be a Member of the corporation.

4. A membership in the corporation and the share of a Member in the assets of the corporation shall not be assigned, encumbered or transferred in any manner except as an appurtenance to transfer of title to the Unit to which the membership pertains; provided, however, the rights of membership may be assigned to the holder of the mortgage, deed of trust or other security instrument on a Unit as further security for a loan secured by a lien on such Unit.

5. A transfer of membership shall occur automatically upon the transfer of title to the Unit to which the membership pertains; provided, however, the Bylaws may contain reasonable provisions and requirements with respect to recording such transfers on the books and records of the corporation.

6. The corporation may suspend the voting rights of a Member for failure to comply with rules and regulations or the Bylaws or with any other obligations of the Owners of a Unit under the Declaration or any agreement created thereunder.

7. The corporation, through its Bylaws, may establish requirements concerning the manner and method by which voting rights and other rights attributable to a Unit that is owned by a firm, corporation, partnership, limited liability company, association or other legal entity or any combination thereof may be exercised.

8. The Bylaws may contain provisions, not inconsistent with the foregoing, setting forth the rights, privileges, duties and responsibilities of the Members.

#### **ARTICLE FOUR**

##### **Board**

1. The business and affairs of the corporation shall be conducted, managed and controlled by a Board (the “**Board**”), the members of which are designated as “**Directors**”.

2. The Board shall initially consist of three (3) Directors, but may consist of as many as five (5) Directors. The method of voting on actions by the Board shall occur in the manner provided for by the Bylaws.

3. The method of election and the term of office of Directors of the Board shall be determined by the Bylaws. A member of the Board need not have an ownership interest in a Unit. A member of the Board need not be a Member of the Community.

4. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the Bylaws in the manner provided for by the Bylaws.

#### **ARTICLE FIVE**

##### **Inurement and Dissolution**

1. No part of the income or net earnings of the Association shall inure to the benefit of, or be distributable to, any Member, Director, or officer of the Association or to any other private individual, except that: (i) reasonable compensation may be paid for services rendered to or for the Association affecting one or more of its purposes; (ii) reimbursement may be made for any expenses incurred for the Association by any officer, Director, Member, agent or employee, or any other person or corporation, pursuant to and upon authorization of the Board; and (iii) rebates of excess membership dues, fees, or Assessments may be paid.

2. In the event of dissolution of the Association, the property and assets thereof remaining after providing for all obligations shall then be distributed pursuant to the Colorado Revised Nonprofit Corporation Act at Article 134, and if the Community is terminated then pursuant to the Colorado Common Interest Ownership Act at Section 38-33.3-218.

**ARTICLE SIX**  
**Elimination of Certain Liabilities of Directors**

There shall be no personal liability, either direct or indirect, of any Director of the Association to the Association or to its Members for monetary damages for any breach or breaches of fiduciary duty as a Director; except that this provision shall not eliminate the liability of a Director to the Association or its Members for monetary damages for any breach, act, omission, or transaction as to which the Colorado Revised Nonprofit Corporation Act or the Colorado Common Interest Ownership Act prohibits expressly the elimination of liability. This provision is in the Association's original Articles of incorporation and thus is effective on the date of the Association's incorporation. This provision shall not limit the rights of Directors of the Association for indemnification or other assistance from the Association in accordance with applicable law. This provision shall not restrict or otherwise diminish the provisions of Colorado Revised Statutes, Section 13-21-115.7 (concerning no liability of directors except for wanton and willful acts or omissions), any amendment or successor provision to such Section, or any other law limiting or eliminating liabilities, such as Colorado Revised Statutes, Section 38-33.3-303(2) (fiduciary duties of officers and directors if appointed by Declarant; if not so appointed, then no liability except for wanton and willful acts or omissions). Any repeal or modification of the foregoing provisions of this Article by the Members of the Association or any repeal or modification of the provision of the Colorado Revised Nonprofit Corporation Act which permits the elimination of liability of directors by this Article shall not affect adversely any elimination of liability, right or protection of a Director of the Association with respect to any breach, act, omission, or transaction of such Director occurring prior to the time of such repeal or modification.

**ARTICLE SEVEN**  
**Dissolution**

In the event of the dissolution of the corporation, either voluntarily by the members hereof, by operation of law, or otherwise, then the assets of the corporation shall be deemed to be owned by the members in proportion to each Member's Ownership of the Common Elements of the Community.

**BYLAWS OF THE  
RIVERFRONT VILLAGE OWNERS ASSOCIATION, INC.,  
A COLORADO NONPROFIT CORPORATION**

**ARTICLE 1  
INTRODUCTION AND PURPOSE**

Effective Date: \_\_\_\_\_, 2025

These Bylaws (“**Bylaws**”) of the Riverfront Village Owners Association, Inc., a Colorado nonprofit corporation (“**Association**”) have been duly adopted by the Association through its Board (“**Board**”) as that term is defined in the Declaration (defined below) and are hereby deemed to be made effective as of the Effective Date. Each Owner is deemed to be a “**Member**” of the Association.

**Section 1.1 – Introduction.** These are the Bylaws of the Riverfront Village Owners Association, Inc., a Colorado nonprofit corporation. The Association shall operate at all times in full compliance with the Colorado Revised Nonprofit Corporation Act (CRS §7-121-101 et seq.)(“**Act**”), the Colorado Common Interest Ownership Act (CRS §38-33.3.-101)(“**CCIOA**”), and such other applicable Colorado legislation, including the adoption of and adherence to governance policies and practices shall ensure transparency, fiduciary integrity, fairness in enforcement actions, and compliance with state-mandated governance procedures, as amended and supplemented from time to time

**Section 1.2 - Purposes.** The purposes for which the Association was formed are to preserve and enhance the value of the properties of Owners and to govern the Common Elements and affairs of Riverfront Village Condominiums located in the Town of Ridgway, Ouray County, Colorado (“**Community**”). The Community was created pursuant to certain “**Governing Documents**”, including, without limitation, the Amended and Restated Declaration for the Riverfront Village (“**Declaration**”), the Plat for Riverfront Village (“**Plat**”), the Condominium Map for the Riverfront Village (“**Map**”), and any subsequent supplements or amendments thereto, the Articles of Incorporation for the Association, and any Rules and Regulations, Governance Policies and Guidelines, as the same have been or may be amended and supplemented from time to time. Terms which are defined in the Declaration shall have the same meaning herein, unless defined otherwise in these Bylaws.

**Section 1.3 - Persons Subject to Bylaws.** All present or future Owners, tenants, guests, agents, contractors or any person that use or occupy, in any matter, any Unit or Common Elements within the Community, are subject to the terms and provisions of these Bylaws, and the other Governing Documents of the Community. The mere acquisition, rental or use of a Unit will signify that the Governing Documents of the Community are acceptable, ratified and will be complied with.

**ARTICLE 2  
BOARD**

**Section 2.1 - Number and Qualification.**

(a) The affairs of the Community and the Association shall be governed by a Board which shall consist of three (3) persons. A Board member shall serve in the manner provided for in the Declaration. A member of the Board must be an Owner, except for Board members appointed by the Declarant. If any Unit is owned by a partnership or corporation, any officer, partner or employee of that Owner shall be eligible to serve as a Board member and shall be deemed to be an Owner for the purposes of these Bylaws. At any meeting at which Board members are to be elected, the Owners may, by resolution, adopt specific procedures for conducting the elections, which are not inconsistent with these Bylaws or the Corporation Act. At least one Board member shall be an owner or designee of an owner of

a Commercial Unit, who shall be elected and removed by a majority of the owners of Commercial Units. The other two Board Members shall owners of a Residential Unit, Employee Housing Unit or Commercial Unit and shall be elected and removed by the majority vote of all Unit Owners.

(b) The Board shall elect the officers. The Board members and officers shall take office upon election.

(c) The term for each Board member shall be for one-year.

**Section 2.2 - Powers and Duties.** The Board may act in all instances on behalf of the Association, except as provided in the Governing Documents, these Bylaws or the Act. The Board shall have, subject to the limitations contained in the Governing Documents and the Act, the powers and duties necessary for the administration of the affairs of the Association and the Community, including the following powers and duties:

(a) Adopt amendments to these Bylaws;

(b) Adopt and amend the Rules and Regulations and the Governance Policies and Guidelines;

(c) Adopt and amend budgets for revenues, expenditures and reserves;

(d) Collect assessments for Common Expenses, Limited Common Expenses and Special Assessments from Owners. The Board shall determine the frequency for collecting assessments;

(e) Hire and discharge management companies or managers of either the Association and/or on behalf of individual Owners;

(f) Hire and discharge employees, independent contractors and agents other than managing agents of either the Association;

(g) By resolution, establish committees of Board members, permanent and standing, to perform any of the above functions under specifically delegated administrative standards as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Owners and the Board. However, actions taken by a committee may be appealed to the Board by any Owner within 15 days after publication of notice of that action, and the committee's action must be ratified, modified or rejected by the Board at its next regular meeting;

(h) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violations of the Governing Documents or Bylaws in the Association's name, on behalf of the Association on matters affecting the Community;

(i) Make contracts and incur liabilities on behalf of the Association, provided that in the event that the Association intends to enter into a contract or otherwise incur liability for goods or services that in the aggregate is anticipated to require the expenditure of \$20,000 or more (as such amounts are modified from time to time) and is not otherwise provided for in the adopted operating budget, the Board shall first prepare and submit a request for proposals, review all bids responding to the request for proposals and award the contract to the bid that the Board, in the exercise of its good faith and commercially reasonable judgment, determines to be the superior bid with consideration given to the price/cost of the services or goods, timeframe for performance, skills and reputation of contractor and such other factors deemed relevant to the Board;



- (j) Regulate the use, maintenance, repair, replacement and modification of Common Elements;
- (k) Cause additional improvements to be made as a part of the Common Elements;
- (l) Acquire, hold, encumber and convey, in the Association's name, any right, title or interest to real estate or personal property; provided that Common Elements may be conveyed or subjected to a security interest only pursuant to Section 312 of the Act;
- (m) Grant or obtain easements, licenses or permits for any period of time, including permanent easements, and grant leases, licenses and concessions for no more than one year, through or over the Common Elements and/or adjacent property;
- (n) Impose and receive a payment, fee or charge for services provided to Owners and for the use, rental or operation of the Common Elements, other than Limited Common Elements;
- (o) Impose a reasonable charge for late payment of assessments and, after notice and hearing, levy reasonable fines for violation of the Governing Documents or these Bylaws;
- (p) Impose a reasonable charge for the preparation and recording of amendments to the Governing Documents or statements of unpaid assessments;
- (q) Provide for the indemnification of the Association's officers, Board members, committee members;
- (r) Obtain and maintain officer and director liability insurance for the Association's officers, Board members, committee members;
- (s) Exercise any other powers conferred by the Declaration, the Plat/Map or these Bylaws;
- (t) Exercise any other power that may be exercised in the state by a legal entity of the same type as the Association; and
- (u) Exercise any other power necessary and proper for the governance and operation of the Association.

**Section 2.3 - Association Manager.** The Board may employ a management company or Manager for the Community, at a compensation established by the Board, to perform duties and services authorized by the Board. Licenses, concessions and contracts may be executed by the Manager pursuant to specific resolutions of the Board and to fulfill the requirements of the budget. Regardless of any delegation to a management company or Manager, the Members of the Board shall not be relieved of responsibilities under the Governing Documents, these Bylaws or Colorado law.

**Section 2.4 - Removal of Board Member by Owners.** Except as provided for in the Declaration with respect to the rights of Declarant during the Declarant Control Period, the Owners, following the expiration of the Declarant Control Period, may, by a vote of at least two-thirds of the votes at any meeting of the Owners at which a quorum is present, may remove a Board member with or without cause and shall thereupon appoint a replacement Board member.

**Section 2.5 - Vacancies.** Vacancies in the Board, caused by any reason other than the removal of a Board member by a vote of the Owners, may be filled at a special meeting of the Board held for that purpose at any time after the occurrence of the vacancy, even though the Board members present at that meeting may

constitute less than a quorum. These appointments shall be made by a majority of the remaining elected Board members constituting the Board. Each person so elected or appointed shall be a Board member for the remainder of the term of the Board member so replaced.

**Section 2.6 - Regular Meetings.** The first regular meeting of the Board shall occur within 30 days after the annual meeting of the Owners at which the Board shall have been elected. The Board shall establish the time and place of the Board meeting. No notice shall be necessary to the newly elected Board members in order to legally constitute such meeting, provided a majority of the Board members are present. The Board may set a schedule of additional regular meetings by resolution, and no further notice is necessary to constitute regular meetings. With the exception of matters that may be discussed in executive session, as set forth in Section 38-33.3-308(3-7) of the Act, all regular and special meetings of the Board or any committee thereof shall be open to attendance by all Owners of the Association or their representatives. Without limiting the generality of the foregoing, no rule or regulation may be validly adopted during an executive session. Agendas for meetings of the Board shall be made reasonably available for examination by all Owners of the Association or their representatives. The Board may, by resolution, delegate portions of its authority to officers of the Association, but such delegation of authority shall not relieve the Board of the ultimate responsibility for management of the affairs of the Association.

**Section 2.7 - Special Meetings.** Special meetings of the Board may be called by the President or by a majority of the Board members on at least three business days' notice to each Board member. The notice shall be hand-delivered, mailed or e-mailed and shall state the time, place and purpose of the meeting.

**Section 2.8 - Location of Meetings.** All meetings of the Board shall be held within Colorado, unless all Board members consent in writing to another location. Any Board meeting may occur telephonically or electronically (ie. Zoom call or similar meeting) in lieu of a physical meeting, provided that the meeting is open to the Owners.

**Section 2.9 - Waiver of Notice.** Any Board member may waive notice of any meeting in writing, including notice given by email. Attendance by a Board member at any meeting of the Board shall constitute a waiver of notice. If all the Board members are present at any meeting, no notice shall be required, and any business may be transacted at such meeting.

**Section 2.10 - Quorum of Board Members.** At all meetings of the Board, the presence of both of the Board members shall constitute a quorum for the transaction of business. At a meeting at which a quorum is present, the votes of a majority of the Board members present at a meeting at which a quorum is present shall constitute a decision of the Board. If, at any meeting, there shall be less than a quorum present, a majority of those present may adjourn the meeting. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**Section 2.11 - Telephone Communication in Lieu of Attendance.** A Board member may attend and fully participate in a meeting of the Board by using an electronic or telephonic communication method whereby the Board member may be reasonably heard by the other members and may hear the deliberations of the other members on any matter properly brought before the Board. The Board member's vote shall be counted and the presence noted as if that Board member were present in person on that particular matter. The Board member shall be counted as being present for purposes of establishing a quorum.

**Section 2.12 - Proxies.** At any Board meeting, a Board member will be absent from the meeting who has otherwise been provided with information on an item coming before the Board and has become familiar with the subject matter, may provide the Board with a directed proxy directing the Board how to record

the Board members' vote on a particular matter and, thereupon, the Board shall so record the vote. A Board member shall not grant a general proxy to any person and any such general proxy shall be rejected by the Board. A Board member may not revoke a proxy given pursuant to this provision except by actual notice of revocation to the person presiding over a meeting of the Board. A proxy is void if it is not dated or purports to be revocable without notice. A proxy shall terminate one month after its date, unless a different termination date is otherwise set forth on its face. Proxies shall be filed with the Secretary of the Association at or before the appointed time of each meeting. Proxies shall conform to C.R.S. Section 7-127-203.

**Section 2.13 - Consent to Corporate Action.** If all the Board members, separately or collectively consent in writing to any action taken or to be taken by the Association, and the number of the Board members constitutes a quorum, that action shall be a valid corporate action as though it had been authorized at a meeting of the Board. The Secretary shall file these consents with the minutes of the meetings of the Board.

**Section 2.14 – Duties of Directors.** Each Director and officer shall discharge the director's duties as a director, including the director's duties as a member of a committee of the board, consistent with applicable provisions of the Act and CCIOA, which duties shall be further exercised and discharged by an officer and director:

- (a) In good faith;
- (b) With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and
- (c) In a manner the director or officer reasonably believes to be in the best interests of the Association.

### **ARTICLE 3 OWNERS AND MEMBERSHIP**

**Section 3.1 - Ownership.** Ownership of a Unit is required to qualify for Membership in the Association. Any person, including Declarant, upon becoming an Owner of a Unit, shall automatically become a Member of the Association and be subject to these Bylaws. Such Membership shall terminate without any formal Association action whenever such person ceases to own a Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under, or in any way connected with, the Association during the period of such ownership, or impair any rights or remedies which the Board of the Association or others may have against such former Owner arising out of ownership of the Unit and Membership in the Association and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board may, if it so elects, issue Membership cards to Owners of Units. Such Membership card shall be surrendered to the Board of the Association whenever ownership of the Unit designated on the card shall terminate. The Association shall have one (1) class of voting Membership consisting of all Owners. Ownership is more fully addressed in the Articles of Incorporation and the Declaration.

**Section 3.2 - Annual Meeting.** Annual meetings of Owners shall be held during each of the Association's fiscal year at such date and time as determined by the Board and set forth in the notice. At these meetings, the Board members shall be elected by ballot of the Owners, in accordance with the provisions of these Bylaws, the Declaration and the Articles of Incorporation. The Owners may transact other business as may properly come before them at these meetings. Failure to hold an annual meeting shall not work a forfeiture or dissolution of the Association. Each Owner may participate in the annual meeting by telephone.

**Section 3.3 - Budget Meeting.** Meetings of the Owners to consider proposed budgets shall be called in accordance with CCIOA and the Act. The budget may be considered at annual or special meetings called for other purposes as well.

**Section 3.4 - Special Meetings.** Special meetings of the Association may be called by the President, by a majority of the Board or by Owners comprising 35% of the votes in the Association. Each Owner may participate in any special meeting by telephone.

**Section 3.5 - Place of Meetings.**

(a) All annual, regular, special or other meetings of the Owners shall be held at a place and by such means as determined by the Board. Meetings may be adjourned to a suitable place and by such means, as may be designated by the Board.

(b) All of the Members may participate in an annual, regular, or special meeting of the Members by, or the meeting may be conducted through the use of, any means of communication approved by the Board by which all persons participating in the meeting may hear each other during the meeting. A Member participating in a meeting by this means is deemed to be present in person at the meeting and may participate in and vote at the meeting via any electronic means approved by the Board and permitted under Colorado law.

An Owner may attend and fully participate in any such meeting of the Owners by using any means of communication approved by the Board, permitted under Colorado law, including, but not limited to, electronic/internet form of communication method (Zoom/Teams or similar audio and/or video meeting/call, etc.) whereby all persons in the meeting may be reasonably heard by the other persons. The Owner's vote shall be counted and the presence noted as if that Owner were present in person on that particular matter. The Owner shall be counted as being present for purposes of establishing a quorum.

(c) A Member participating in a meeting through an electronic communication method permitted in Section 3.19 may vote at the meeting via any electronic means approved by the Board and allowed under Colorado law, such as, but not limited to, a voice roll-call votes or an electronic ballot distributed to Members in connection with the meeting.

**Section 3.6 - Notice of Meetings.** The Secretary or other officer specified in the Bylaws shall cause notice of meetings of the Owners to be delivered by email to the address on file with the Association, unless an Owner advises the Association in writing that a notice must be mailed by United States mail to the mailing address of the Owner as stated in the notice. The notice shall be sent not less than 10 days in advance of a meeting.

**Section 3.7 - Waiver of Notice.** Any Owner may, at any time, waive notice of any meeting of the Owners in writing (e-mailed accepted), and the waiver shall be deemed equivalent to the receipt of notice.

**Section 3.8 - Adjournment of Meeting.** At any meeting of Owners, a majority of the Owners who are present at that meeting, either in person or by proxy, may adjourn the meeting to another time.

**Section 3.9 - Order of Business.** The order of business at all meetings of the Owners shall be as follows:

- (a) Roll call (or check-in procedure);
- (b) Proof of notice of meeting;

- (c) Reading of minutes of preceding meeting;
- (d) Reports;
- (e) Board Nominations;
- (f) Election of Board members on the Board;
- (g) Ratification of budget;
- (h) Unfinished business; and
- (i) New business.

### **Section 3.10 - Voting.**

(a) Each Unit shall be allocated a number of votes for the purpose of matters relating to the Common Elements of the Project equal to the same number which is described as a percentage interest in the Common Elements allocated to each Unit as set forth in Exhibit B to the Declaration. All Members of the Association shall be entitled to vote on all matters affecting the Project which are required by the Declaration or the Act to be submitted to the vote of the Owners except that any Owner delinquent in the payment of Assessments shall be automatically suspended from voting in Association matters during the period of delinquency.

(b) If title to a Unit is held by an entity, including, without limitation, a firm, corporation, partnership, trust, limited liability company, association or other legal entity or any combination thereof (hereinafter "entity"), that entity must appoint a "delegate" to represent such Included Property. Any such delegate must, at the time of the appointment and continuing throughout the period of representation of the entity, own at least a 5% equity interest in the entity. To appoint a delegate, the entity's governing body or officer must notify the Board of the appointment in writing prior to the commencement of the meeting for which the delegate is attending and participating. The Association may require proof of such equity ownership from time to time to evidence the qualification of the delegate to represent such a Unit and in the absence of such demonstration to the reasonable satisfaction of the Association, the Association may reject the right of the delegate to act on behalf of the entity until such time as satisfactory information is provided and accepted by the Association. A duly empowered delegate may participate in meetings and vote on matters requiring the vote of the Association Owners. A delegate may be a candidate for the Board and, if elected, serve as a Board member. The foregoing shall not preclude a delegate to act on behalf of an entity if duly appointed by a properly executed proxy given by the entity in conformance with these Bylaws. The moderator of the meeting may require reasonable evidence that a person voting on behalf of an entity is qualified to vote. A delegate may serve on the Board or as an officer for the Association.

**Section 3.11 - Quorum.** Except as otherwise provided in these Bylaws, a quorum is deemed present throughout any meeting of the Owners of the Association if the Owners of at least 35% of the owners of the Residential Units in the Community and at least 25% of the owners of Commercial Units in the Community are present at the meeting in person, by telephone or by proxy.

**Section 3.12 - Majority Vote.** Provided a quorum of allocated votes is present in person or by proxy, the affirmative vote of a majority of the total allocated votes so present in person or by telephone shall constitute approval of any matter voted upon unless a different number is required on a particular matter by the Colorado Revised Nonprofit Corporation Act, this Declaration, the Articles, or these Bylaws.

**Section 3.13 - Proxies.** At any meeting of the Owners, the vote allocated to a Unit may be cast pursuant to a proxy duly executed by an Owner or by the Owner's duly authorized attorney-in-fact, designating a particular person present at the meeting to vote on behalf of the Owner. An Owner may provide the Association with a directed proxy indicating how the Owner directs the Association to record the Owners vote on a particular matter. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of a vote by the other owners of the Unit through a duly executed proxy.

An Owner may not revoke a proxy given pursuant to this provision except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy shall terminate eleven (11) months after its date, unless a different termination date is otherwise set forth on its face. Proxies shall be filed with the Secretary of the Association at or before the appointed time of each meeting. Proxies shall conform to C.R.S. Section 7-127-203. All proxies shall be reviewed by the Association's Secretary or designee as to the following: (a) Validity of the signature; (b) Signatory's authority to sign for the Owner; (c) Authority of the Owner to vote; (d) Conflicting proxies; and (e) Expiration of the proxy.

**Section 3.14 - Action by Written Ballot.** A vote on any action that may be taken at an annual, regular or special meeting of Owners may be taken without a meeting of the Owners, provided that the Association shall deliver a written ballot to every Owner entitled to vote on the matter by e-mail or mail, which sets forth each proposed action and provides an opportunity to vote for or against each proposed action by responding to the Association. All solicitations for votes by written ballot shall be mailed or e-mailed and shall indicate the number of responses needed to meet quorum requirements, state the percentage of approvals necessary to approve each matter, specify the time by which the response ballot must be received by the Association in order to be counted, specify the approved methods of submitting ballots, and be accompanied by written information regarding the matter to be voted upon. Ballots must be received by the Association within the reasonable timeframe specified by the Board and reflected in the ballot. The Association and the Owners must send their ballots in accordance with Section 3.17 and Article 8 of these Bylaws (Notices). Approval by written ballot shall be valid when the number of votes cast by the ballot equals or exceeds the quorum required at a meeting authorizing the action and the number of approvals equals or exceeds the number required to approve the matter at a meeting. After the time to respond to the ballot has expired, the Association will tally the results and notify the Owners of the results within 15 days, unless a different time is specified by the Board.

**Section 3.15 - Election of Board Members.** Cumulative voting for Board members shall not be permitted.

**Section 3.16 - Chairman of Meetings.** At any meeting of the Owners, the Owners present shall select a Chairman and a Secretary of the meeting.

**Section 3.17 - Owner Addresses for Notices.** An Owner shall provide written notice to the Association if they wish to receive notices by United States mail only; otherwise, any notices given by the Association shall be sent by email. Notices include, but are not limited to, any notice required to be given by law, or otherwise given by the Association under these Bylaws or any other governing document of the Association to any Owner, or any other written instrument to be given to any Owner. Notices shall be emailed to such Owner's email address of the Unit as shown upon the Association's records. The Owner is responsible for updating the Association records if their contact information changes. Any notice or other written instrument given by the Board in accordance with the foregoing will be deemed to have been given on the date that it is mailed or e-mailed.

**Section 3.18 - Rules at Meeting.** The Board may prescribe reasonable rules for the conduct of all meetings of the Board and Owners. In the absence of such rules, Robert's Rules of Order shall be used.

## **ARTICLE 4 OFFICERS**

**Section 4.1 - Designation.** The principal officers of the Association shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Board. The Board may appoint an assistant Treasurer, an assistant Secretary and other officers as it finds necessary. The President, but no other

officers, needs to be a Board member. Any two offices may be held by the same person, except the offices of President and Secretary. An officer need not be an Owner of the Association.

**Section 4.2 - Election of Officers.** The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board. They shall hold office at the pleasure of the Board.

**Section 4.3 - Removal of Officers.** Upon the affirmative vote of a majority of the Board members, any officer may be removed, either with or without cause. A successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for that purpose.

**Section 4.4 - President.** The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Owners and the Board. The President shall have all of the general powers and duties which are incident to the office of President of a nonprofit corporation organized under the laws of the State of Colorado, including but not limited to, the power to appoint committees from among the Owners from time to time as the President may decide is appropriate to assist in the conduct of the affairs of the Association. The President may fulfill the role of Treasurer in the absence of the Treasurer. The President may cause to be prepared and may execute amendments, attested by the Secretary, to the Declaration and these Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

**Section 4.5 – Vice President.** The Vice President may exercise and perform the actions, powers, duties and functions of the President should the President be unavailable to undertake such the actions, powers, duties and functions.

**Section 4.6 - Secretary.** The Secretary shall keep the minutes of all meetings of the Owners and the Board. The Secretary shall have charge of the Association's books and papers as the Board may direct and shall perform all the duties incident to the office of Secretary of a nonprofit corporation organized under the laws of the State of Colorado. The Secretary may cause to be prepared and may attest to execution by the President of amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

**Section 4.7 - Treasurer.** The Treasurer shall be responsible for Association funds and securities, for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. This officer shall be responsible for the deposit of all monies and other valuable effects in depositories designated by the Board and shall perform all the duties incident to the office of Treasurer of a nonprofit corporation organized under the laws of the State of Colorado. The Treasurer may endorse on behalf of the Association, for collection only, checks, notes and other obligations and shall deposit the same and all monies in the name of and to the credit of the Association in banks designated by the Board. Reserve funds of the Association shall be deposited in segregated accounts or in prudent investments, as the Board decides. Funds may be withdrawn from these reserves for the purposes for which they were deposited, by check or order, authorized by the Treasurer, and executed by two Board members, one of whom may be the Treasurer if the Treasurer is also a Board member.

**Section 4.8 - Agreements, Contracts, Deeds, Checks, etc.** Except as provided in these Bylaws, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any officer of the Association or by any other person or persons designated by the Board.

**Section 4.9 - Statements of Unpaid Assessments.** The Treasurer, assistant treasurer, a manager employed by the Association, if any, or, in their absence, any officer having access to the books and records of the Association may prepare, certify, and execute statements of unpaid assessments, in accordance with Section 316 of the Act. The Association may charge a reasonable fee for preparing

statements of unpaid assessments. The amount of this fee and the time of payment shall be established by resolution of the Board. Any unpaid fees may be assessed as a Common Expense against the Unit for which the certificate or statement is furnished.

## **ARTICLE 5 ENFORCEMENT**

**Section 5.1 - Abatement and Enjoinment of Violations by Owners.** The Board shall have the right to enforce the Declaration, any Rules, and any Governance Policies adopted by the Board and remedy violations thereof in the manner prescribed in the Declaration, any Rules, and any Governance Policies, including the right to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

**Section 5.2 - Fines for Violation.** By resolution, following notice and hearing, the Board may levy reasonable fines per day for each day that a violation of the Governing Documents or Rules persists after Notice and Hearing and more specifically defined in the Declaration, but this amount shall not exceed that amount necessary to ensure compliance with the rule or order of the Board.

## **ARTICLE 6 INDEMNIFICATION**

To the extent permitted by law and consistent with the Articles, the Association shall indemnify every Director, officer, employee and agent of the Association and every person who serves at the request of the Association as a manager, director, officer, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, or other enterprise or employee benefit plan against any liability asserted against or incurred by such person in any such capacity or arising out of that person's capacity as such. The indemnification permitted under this Article shall not extend, in any event, to any act or omission occurring prior to the date of incorporation of the Association.

In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of such actions or omissions in the performance of such person's duties for the Association. The foregoing rights shall not be exclusive of other rights to which such Board member or officer or other person may be entitled. All liability, loss, damage, cost, and expense arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as a Common Expense.

## **ARTICLE 7 RECORDS**

**Section 7.1 - Records and Audits.** The Association shall maintain financial records consistent with the Governance Policies of the Association. The cost of any audit shall be a Common Expense unless otherwise provided in the Governing Documents.

**Section 7.2 - Examination.** All records maintained by the Association or the Manager shall be available for examination and copying by any Owner, any Eligible First Mortgagee, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice, consistent with the Governance Policies of the Association

**Section 7.3 – Minutes.** Minutes or any similar records of the meetings of the Members, or of the Board, when signed by the Secretary or acting Secretary of the meeting, shall be presumed to truthfully evidence the matters set forth therein. A recitation in any such minutes that notice of the meeting was properly



given shall be prima facie evidence that the notice was given. Minutes and other records of the Association may be retained in an electronic format; hard, paper copies are not required

## **ARTICLE 8 MISCELLANEOUS**

**Section 8.1 - Notices.** Any and all notices to the Association or the Board shall be sent to the office of the Manager, or, if there is no Manager, to the office of the Association, or to such other address as the Board may designate by written notice to all Association Owners, which may be a mailing address or e-mail address. Except as otherwise provided, all notices to any Owners shall be sent to the Association Owner's mailing address or e-mail address (as determined by the Association) as it appears in the records of and as provided by the Owner to the Association. All notices shall be deemed to have been given when mailed, except notices of change of address, which shall be deemed to have been given when received. An Owner has an affirmative duty to notify the Association, through its Manager, of their mailing address, phone number, cell number, fax number and email address and any changes to such information as such changes occur from time to time.

**Section 8.2 - Fiscal Year.** The Board shall establish the fiscal year of the Association, which shall initially be deemed to commence on January 1 and expire on December 31, unless and until changed by the Board.

**Section 8.3 - Waiver.** No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**Section 8.4 - Office.** The principal office of the Association shall be at such place as the Board may from time to time designate.

**Section 8.5 - Working Capital.** A working capital fund is established pursuant to the Declaration. Any amounts paid into this fund shall not be considered as advance payment of assessments. Unless waived by Declarant, each Unit's share of the working capital fund may be collected and then contributed to the Association by the Declarant at the time the sale of the Unit is closed or at the termination of the Period of Declarant Control. If the payment of the capital fund contribution is waived by Declarant, Declarant is not obliged to otherwise fund the waived contribution to the working capital fund. Until paid to the Association, the contribution to the working capital shall be considered an unpaid Common Expense Assessment.

**Section 8.6 - Reserves.** As a part of the adoption of the regular budget the Board shall include an amount which, in its reasonable business judgment, will establish and maintain an adequate reserve fund for the replacement of improvements to the Common Elements and those Limited Common Elements that it is obligated to maintain, based upon age, remaining life and quantity and replacement cost of major Common Element improvements.

**Section 8.7 - Electronic Signatures and Association Business.** Signatures on any document contemplated by these Bylaws that are provided electronically shall be binding as originals and any document or writing that is provided electronically shall be considered a legal record of the document or writing so provided, as permitted under the Colorado Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101 et seq., and the Colorado Corporations and Associations Act, C.R.S. § 7-90-101 et seq. By approval and adoption of these Bylaws, all Owners shall be deemed to have acquiesced to permitting Association business to be conducted electronically as provided under these Bylaws and in compliance with Colorado law.

**Section 8.8 – Compliance with the Act.** These Bylaws are intended to comply with the requirements of the Act. If any of these Bylaws conflict with the provisions of the Act, the provisions of the Act will govern the Association.

**Section 8.9. Conflict Between Documents.** In the case of any conflict between the articles of incorporation of the Association and these Bylaws, the articles shall control; and in the case of any conflict between the Declaration and these Bylaws or the articles of incorporation of the Association, the Declaration shall control.

## **ARTICLE 9 NONPROFIT CORPORATION**

The Association is not organized for profit. No Member of the Association, Director, or person from whom the Association may receive any property or funds, shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations of the Association, and in no event shall any part of the funds or assets of the Association be paid as a dividend, or be distributed to, or inure to the benefit of, any Owner or Director. The foregoing, however, shall neither prevent nor restrict the following: (1) reasonable compensation may be paid to any Member or Director acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, (2) any Member or Director may, from time to time, be reimbursed for his or her actual and reasonable expenses incurred in connection with the administration of the affairs of the Association, and (3) the distribution of any proceeds of insurance or from condemnation or the sale of the Project as described in the Declaration.

## **ARTICLE 10 AMENDMENTS TO BYLAWS**

**Section 10.1 - Vote of Board.** The Bylaws may be amended by affirmative vote of a majority of the Board Members at a regular or special meeting of the Board, following notice and opportunity to comment to all Owners, at any meeting duly called for such purpose. No amendment shall serve to shorten the term of any Director, conflict with the Act or delete any provision which must be contained in these Bylaws under the terms of the Act, or conflict with the Articles or the Declaration.

**Section 10.2 - Restrictions on Amendments.** No amendment of the Bylaws shall be contrary to or inconsistent with any provision of the Declaration, the Articles or the Act.

## **APPROVAL AND EXECUTION**

The foregoing Bylaws are hereby adopted by the Association as of the Effective Date.

Riverfront Village Owners Association, Inc.,  
a Colorado nonprofit corporation

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Stormwater Drainage Report  
for  
Riverfront Village  
Ridgway, CO

Prepared for:

Alpine Homes – Ridgway, LLC

Prepared by:

David Ballode, P.E.  
Uncompahgre Engineering, LLC  
September 28, 2021



**Overview:**

The Riverfront Village development is a multi-unit development being proposed within the Town of Ridgway. Ridgway requires that any new development follow the Town's Stormwater Management Minimum Design Standards (hereafter referred to as the Standards).

The purpose of those Standards is to *"provide a reasonable degree of assurance that the Development of public and private improvements will safeguard and protect the health, safety, welfare and property of the Town and citizens; and to assure a degree of uniformity in performance of public and private improvements thereby securing for Town residents benefits of Development while protecting against deterioration of the quality of the natural and manmade environment."*

The design exceeds the requirements listed above.

**Design Requirements:**

The Introduction to Chapter 6 of the Standards reads as follows:

**6. DETENTION AND WATER QUALITY**

*Development or any improvements must not result in Minor or Major Storm total site peak runoff rates from the parcel that are greater than those from the site prior to Development or any change in imperviousness (existing conditions) **unless the entire site drains directly to** a public storm sewer sized to carry the undetained flow, or **the Uncompahgre River.***

The Riverfront Village site drains directly to the Uncompahgre River so developed peak run-offs do not have to be mitigated back to historical peak run-offs. The stormwater standards do require that the development meets the Water Quality Capture Volume (WQCV). The beginning of Chapter 6.5 reads *"The water quality capture volume (WQCV) represents the volume associated with the 1.25-year return period storm. Detaining this volume is considered to provide the best value in water quality treatment"*. The design captures the required WQCV.

In that same section, it's noted that *"The particular treatment method for the WQCV can be determined by the owner or developer but is subject to Town approval. Treatment methods shall be recognized by the Mile High Flood District **or be industry standards.**"*

After reviewing the Mile High Flood District's 12 types of Best Management Practices (BMPs), the site constraints seem to be better suited to a simple industry-standard drywell - a detail of which is in the Appendix. Drywells have been used for years throughout the industry and can be thought of as a subsurface bio-retention facility. Basically, the required volume will be captured in the void space of a gravel pocket rather than having depressions in the landscaping throughout the site.

The drywell being proposed has been proven to be effective in this same situation – it is commonly installed to meet the Town of Telluride's WQCV mitigation. Uncompahgre Engineering has over 10 years of construction and empirical observations for these drywells when used in this same situation. The drywells will capture the 1.25 year storm and then that captured water simply infiltrates into the ground. This is particularly effective when installed on sandy alluvial soils like exist on the site.

BMPs are further discussed in Volume 3 of the USDCM. Chapter 2.1.5 states:

*"Infiltration-based BMPs can be designed with or without underdrains, depending on soil permeability and other site conditions. The most substantial volume reductions are generally associated with BMPs that have permeable sub-soils and allow infiltration to deeper soil strata and eventually groundwater."*

Gravel drywells are essentially Infiltration-Based BMPs without underdrains. This site has permeable sub-soils and will allow for infiltration to deeper soils strata and eventually groundwater without needing additional underdrains. On-Site soil samples were taken and determined to be a Sandy Loam, USDA Soil Type 1. This type of soil percolates very well and is indicative of the underlying river alluvium. This concept is further discussed in the USDCM:

*Other surface BMPs also provide volume reduction through a combination of infiltration, use by the vegetation and evaporation. Volume reduction provided by a particular BMP type will be influenced by site-specific conditions and BMP design features. National research is ongoing with regard to estimating volume reduction provided by various BMP types. Based on analysis of BMP studies contained in the International Stormwater BMP Database, Geosyntec and WWE (2010) reported that normally-dry vegetated BMPs (filter strips, vegetated swales, bioretention, and grass lined detention basins) appear to have substantial potential for volume reduction on a long-term basis, on the order of 30 percent for filter strips and grass-lined detention basins, 40 percent for grass swales, and greater than 50 percent for bioretention with underdrains. Bioretention facilities without underdrains would be expected to provide greater volume reduction."*

As discussed above, the gravel drywells are essentially bioretention facilities without underdrains. Just like a Bioretention BMP, it is expected to perform on the higher end of volume reduction when compared to other BMPs. The main difference between the two is that a bioretention BMP relies on a depressed area to reach WQCV while the gravel drywell's volume is captured below ground and is more independent of the surface grades.

Several soil samples were taken by Uncompahgre Engineering throughout the site and all were classified as Loamy Sand per USDA Soil Structure Type. This basically tells us that the soil percolates and is satisfactory soil for this type of BMO. It is the type of soil one would expect in the river bottom of a sandy alluvial valley. However, since the site is fairly large and drywells are spread out, each drywell location will be analyzed during construction to ensure that the bottom of the gravel (at the infiltrative layer) is still satisfactory. If it isn't, it will be mitigated on a site-specific basis at the time of construction.

### **WQCV Calculations:**

The WQCV is calculated per the formula in the Town's Stormwater Regulations (6.5):

$WQCV = 0.65 * A * a(0.9i^3 - 1.19i^2 + 0.78i)/12$ , where

WQCV = water quality capture volume (acre-feet)

A = area draining to the detention basin (acres)

a = 0.8, the WQCV drain time coefficient corresponding to a 12-hour drain time

i = imperviousness as a decimal percentage

The stormwater concentration points identified for the site hydrology (the watersheds) were also used for the WQCV locations. Maps for both the hydrology and the WQCV are included in the appendix.

The calculations for discharges and WQCV are all included in the appendix.

When converting an open volume storage requirement (like a pond) to gravel storage, only the void space in the gravel is used. That void space is 38% of the gravel volume, so the WQCV is divided by 0.38 to obtain the gravel volume (resulting in almost 3 times the volume). That conversion is shown in the

spreadsheet. The gravel in the drywell must not contain any fines and is a readily-available Class 67 washed concrete aggregate. The details of the drywell are shown on the design plan.

Finally, it is the Owner's goal to not just "squeak by" with the calculated neat-line volumes. In order to avoid having to re-calculate volumes if there is some discrepancy, an arbitrary 10% was added to each drywell. That additional volume is shown on the WQCV spreadsheet and that is the volume that will be required to be constructed.

A 24" domed inlet grate was chosen for the drywell inlets and that inlet capacity chart is included in the appendix. A domed inlet is extremely hard to clog. At 4" of depth, the inlet can accept over 3.5 cfs.

### **Hydrology and Capacity/Spread Widths:**

Although the stormwater standards only require that the WQCV be captured, the 25-year storm and 100-year storm discharges were also calculated for each watershed. The Town requires that the Rational Method is used, which tends to over-exaggerate these discharge numbers when looking at lower times of concentration. As it happens, all watersheds in this site must use the minimum Time of Concentration of 10 minutes. It is expected that these numbers are very high when compared to actual real-world observations.

#### *Spread Width Calculations*

Per Ridgway requirements, spread width calculations are required for the streets. The streets in this development are not "Collectors" or "Arterials", so they are simply deemed "Other Roadways" and the requirements are listed on the lower half of Table 5 (Town Stormwater Standards). Those criteria state that a 12" depth is allowed at Gutter Flowline and 6" at Roadway Crown. These depths are impossible to achieve due to the design of the site, but two sections were chosen to try to produce the highest results that we could.

On Jasper Lane, a section was taken at STA 1+30. This is the flattest part of the street and the entire watershed was used rather than just the area up to that station. The results are in the appendix but we are well below the requirements of the stormwater standards.

On Riverfront Drive, a section was taken at STA 1+50. This station is fairly close to the v-pan and it also includes the entire watershed even though much of that watershed is below the road or to the east of the v-pan. Those results are also in the appendix and are also well below the requirements of the stormwater standards.

#### *Inlet Capacities*

The highest discharge identified is Basin C. The total discharge conveyed at that point is 4.5 cfs in a 25-year storm. The overflow from that watershed will be conveyed under the River Trail Sidewalk through a Town of Ridgway Standard Sidewalk Drain Box. This is simply a rectangular channel of varying width. A 15" wide, 0.4' high channel with a 2% slope was analyzed and it has a capacity of 2.7 cfs. That open channel flow analysis is included in the appendix. Two of the sidewalk drains are planned there for a total capacity of 5.4 cfs. All other discharge points are well below 2.7 cfs but we added a second drain at Watershed G for good measure.

For that opening to be 15" wide, a Neenah R-4999-EX 17 grate (a 17" wide grate with a 15" opening) is specified. Four other sag point locations were identified in the River Trail (all with much smaller discharges) and this same size sidewalk drain box will be used in all of these locations.

It should be noted that all of these locations are in sidewalk sags, so if something clogs and overtops, it will simply overtop a concrete sidewalk.

For the discharge out of the small basin adjacent to the highway (Basin A), a 15" culvert was sized and that nomograph is included.

Conclusion:

The Riverfront Village site is a unique site in the Town of Ridgway. It is set apart from the Town so it does not negatively impact any existing storm system. In fact, by the Town's own standards, it is allowed to discharge directly to the river. It also does not have any off-site contributions. These factors together yield peak flows that are very small.

All Town standards have been met or exceeded with the current design.

# APPENDIX



## Watershed Run-Off Coefficient Calculations\* - to determine the weighted "c" value

Watershed	Total Area (ac)	Impervious Area (c=1.0)	Pervious Lawn (c=.02)	Weighted c
A	0.53	0.46	0.07	0.87
B	0.31	0.11	0.20	0.37
C	0.94	0.75	0.19	0.80
D	0.20	0.14	0.06	0.71
E	0.44	0.22	0.22	0.51
F	0.37	0.30	0.07	0.81
G	0.67	0.42	0.25	0.63
H	0.49	0.33	0.16	0.68

\* The MHFCD allows using 90% for Roofs, 40% for Gravel Roads, and 90% for Drives and Walks.

These calculations use 100% for Roofs, Roads, Concrete, and Gravel Roads.

## Stormwater Discharge Calcs at Individual Watersheds (Q) using the Rational Method

Watershed	Q 25 (cfs)	c	i (25 year)	A (acres)	Q 100 (cfs), i=4.41
A	1.4	0.87	3.09	0.53	2.0
B	0.4	0.37	3.09	0.31	0.5
C	2.3	0.80	3.09	0.94	3.3
D	0.4	0.71	3.09	0.20	0.6
E	0.7	0.51	3.09	0.44	1.0
F	0.9	0.81	3.09	0.37	1.3
G	1.3	0.63	3.09	0.67	1.9
H	1.0	0.68	3.09	0.49	1.5

## Required WQCV for Individual Watersheds

Watershed	Area (SF)	WQCV (cf)	Gravel Vol (cf)	I	Adjusted Gravel Vol. (+10%) **
A	23087	378	994	0.87	1093
B	13504	100	264	0.37	290
C	40946	585	1539	0.80	1692
D	8712	105	276	0.71	304
E	19166	174	457	0.51	502
F	16117	236	621	0.81	683
G	29185	314	826	0.63	909
H	21344	246	648	0.68	713

\*\* After the WQCV Volumes were Calculated, 10% was added to the results and that Adjusted Volume is the Proposed Volume.

## Stormwater Discharge Points at South Edge of Property (Cumulative)

Watershed	Q 25 (cfs)	Q100 (cfs)
A	1.4	2.0
B	0.4	0.5
C	4.5	6.5
D	0.4	0.6
E	1.7	2.5
F (Goes to C)	-	
G (Goes to C)	-	
H (Goes to E)	-	



Watershed Run-Off Coefficient Calculations* - to determine the weighted "c" value				
Watershed	Total Area (ac)	Impervious Area (c=1.0)	Pervious Lawn (c=.02)	Weighted c
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C	0.94	0.75	0.19	0.80
D	0.20	0.14	0.06	0.71
E	0.44	0.22	0.22	0.51
F	0.37	0.30	0.07	0.81
G	0.67	0.42	0.25	0.63
H	0.49	0.33	0.16	0.68

\* The MHFCD allows using 90% for Roofs, 40% for Gravel Roads, and 90% for Drives and Walks. These calculations use 100% for Roofs, Roads, Concrete, and Gravel Roads.

Stormwater Discharge Calcs at Individual Watersheds (Q) using the Rational Method					
Watershed	Q 25 (cfs)	c	i (25 year)	A (acres)	Q 100 (cfs), i=4.41
A	1.4	0.87	3.09	0.53	2.0
B	0.4	0.37	3.09	0.31	0.5
C	2.3	0.80	3.09	0.94	3.3
D	0.4	0.71	3.09	0.20	0.6
E	0.7	0.51	3.09	0.44	1.0
F	0.9	0.81	3.09	0.37	1.3
G	1.3	0.63	3.09	0.67	1.9
H	1.0	0.68	3.09	0.49	1.5

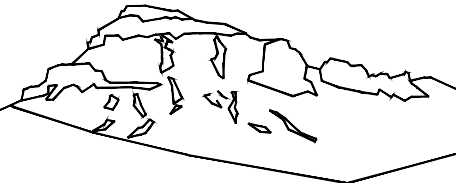
Required WQCV for Individual Watersheds					Adjusted Gravel Vol. (+10%) **
Watershed	Area (SF)	WQCV (cf)	Gravel Vol (cf)	I	
A	23087	378	994	0.87	1093
B	13504	100	264	0.37	290
C	40946	585	1539	0.80	1692
D	8712	105	276	0.71	304
E	19166	174	457	0.51	502
F	16117	236	621	0.81	683
G	29185	314	826	0.63	909
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\*\* After the WQCV Volumes were Calculated, 10% was added to the results and that Adjusted Volume is the Proposed Volume.

Stormwater Discharge Points at South Edge of Property (Cumulative)

Watershed	Q 25 (cfs)	Q100 (cfs)
A	1.4	2.0
B	0.4	0.5
C	4.5	6.5
D	0.4	0.6
E	1.7	2.5
F (Goes to C)	-	-
G (Goes to C)	-	-
H (Goes to E)	-	-

Scale: 1" = 30'



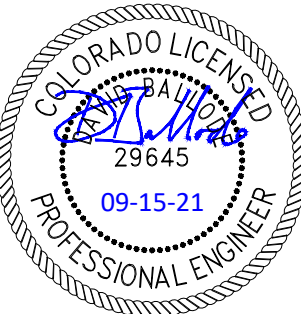
Uncompahgre Engineering, LLC

P.O. Box 3945  
Telluride, CO 81435  
970-729-0683

SUBMISSIONS:

SUBMITTAL 2021-09-15

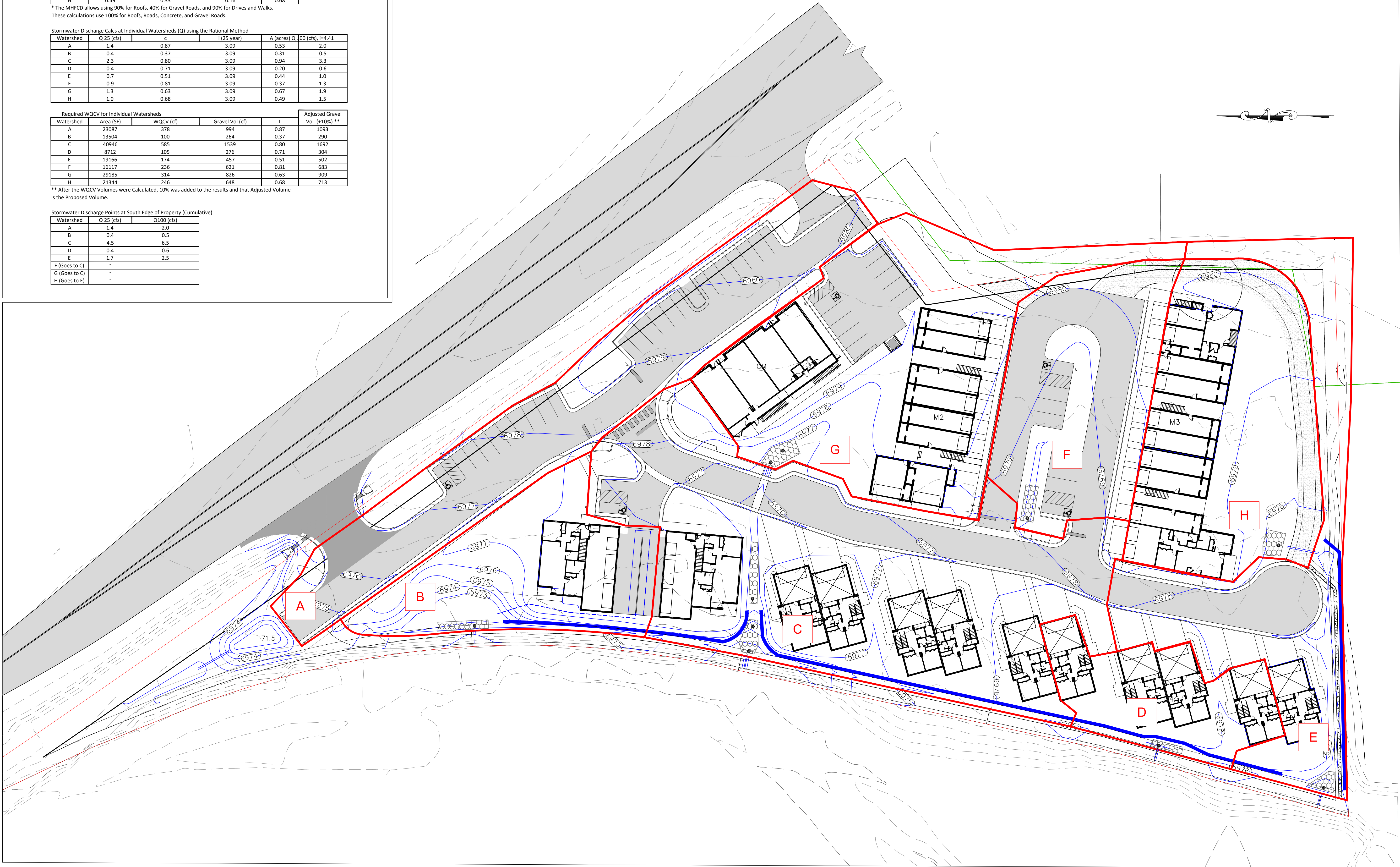
Tavaci Village  
Ridgway, CO



CONTRACTOR TO REVIEW AND COMPARE ALL CHAPTERS AND INTERDISCIPLINARY DRAWINGS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO ANY FIELD WORK BEING DONE IN ACCORDANCE WITH AIA DOCUMENT A201

Watershed Map  
for WQCV  
Stormwater  
Mitigation  
Plan

Watershed Map





Type: Rectangular Define...

Side Slope 1 (Z1): 0.0 H : 1V

Side Slope 2 (Z2): 0.0 H : 1V

Channel Width (B): 1.25 (ft)

Pipe Diameter (D): 0.0 (ft)

Longitudinal Slope: 0.02 (ft/ft)

☐ Override Default

Manning's Roughness: 0.0150

☐ Use Lining

Lining Type: Woven Paper Net

☐ Enter Flow: 2.735 (cfs)☒ Enter Depth: 0.400 (ft)

Calculate

Plot...

Compute Curves...

Parameter	Value	Units
Flow	2.735	cfs
Depth	0.400	ft
Area of Flow	0.500	sq ft
Wetted Perimeter	2.050	ft
Hydraulic Radius	0.244	ft
Average Velocity	5.469	fps
Top Width (T)	1.250	ft
Froude Number	1.524	
Critical Depth	0.530	ft
Critical Velocity	4.130	fps
Critical Slope	0.00919	ft/ft
Critical Top Width	1.250	ft
Max Shear Stress	0.499	lb/ft <sup>2</sup>
Avg Shear Stress	0.304	lb/ft <sup>2</sup>

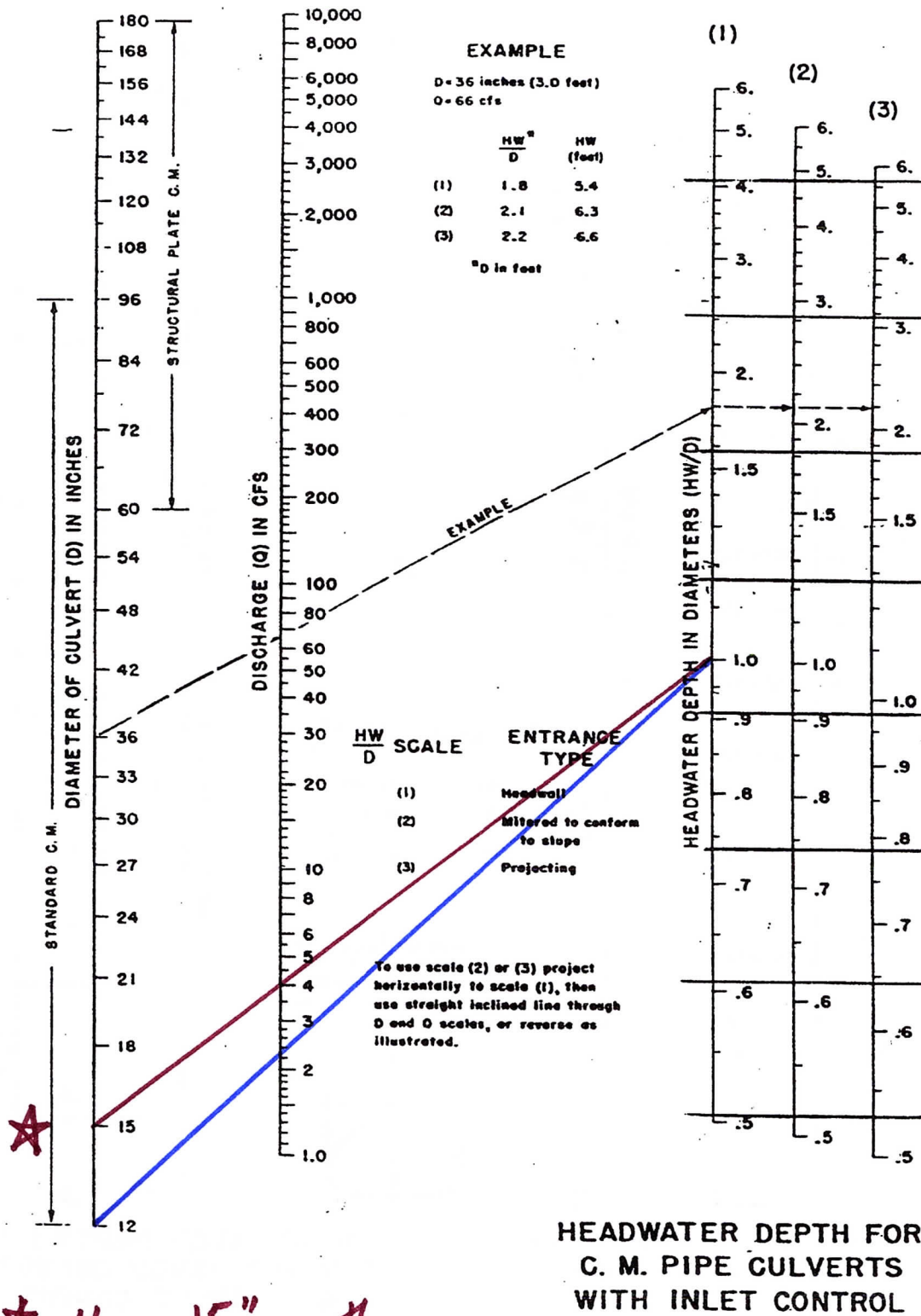
OK

Cancel

# BASIN A - Overflow Culvert

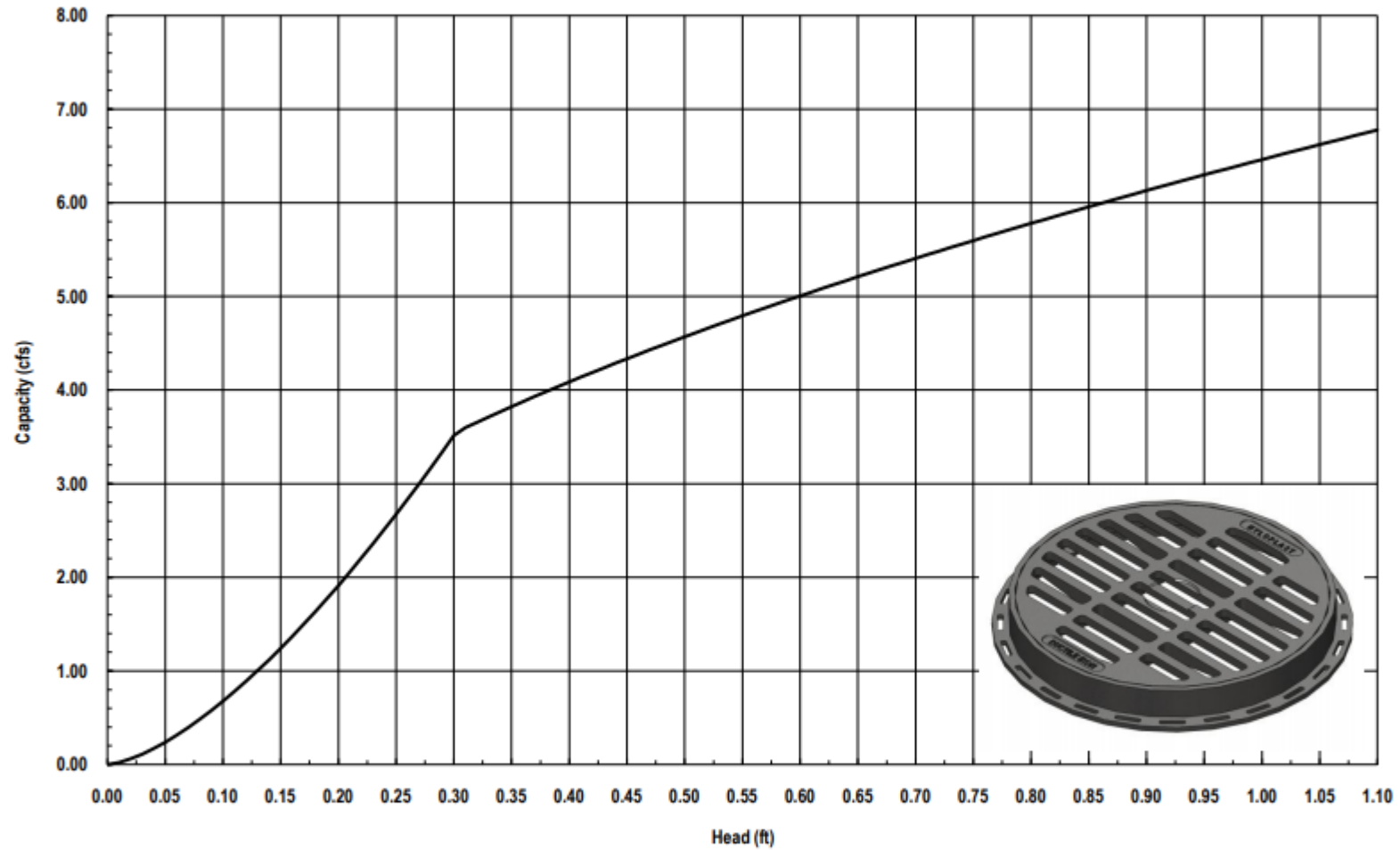
CDOT Drainage Manual, 1995

Chapter 9 - Culverts



★ Use 15" with Flared End Section

Nyloplast 24" Standard Grate Inlet Capacity Chart



3130 Verona Avenue • Buford, GA 30518  
(866) 888-8479 / (770) 932-2443 • Fax: (770) 932-2490  
© Nyloplast Inlet Capacity Charts June 2012

## Gutter

Longitudinal Slope of Road: 0.012 (ft/ft)

Cross-slope of Pavement: 0.020 (ft/ft)

☒ Define Cross-slope of Gutter 0.140 (ft/ft)

Manning's Roughness: 0.020

Gutter Width: 1.500 (ft)

Enter one of the following:

☒ Design Flow: 2.000 (cfs)☐ Width of Spread: 8.441 (ft)

Compute unknown

Gutter Depression: 2.160 (in)

Area of Flow: 0.847 (ft<sup>2</sup>)E<sub>o</sub> (Gutter Flow to Total Flow): 0.605

Depth at Curb: 4.186 (in)

## Inlet

Inlet Location

Inlet on grade ▾

Percent Clogging: 0.000 (%)

Inlet Types

Grate ▾

Grate Types

P - 1-7/8 ▾

Grate Width: 0.000 (ft)

Grate Length: 0.000 (ft)

Length of Inlet: 0.000 (ft)

Curb Opening Height: 0.000 (in)

Local Depression: 0.000 (in)

Compute Inlet Data

Parameter

Value

Unit

OK

Cancel

## Gutter

Longitudinal Slope of Road: 0.010 (ft/ft)

Cross-slope of Pavement: 0.020 (ft/ft)

☒ Define Cross-slope of Gutter 0.140 (ft/ft)

Manning's Roughness: 0.020

Gutter Width: 1.500 (ft)

Enter one of the following:

☒ Design Flow: 6.500 (cfs)☐ Width of Spread: 15.020 (ft)

Compute unknown

Gutter Depression: 2.160 (in)

Area of Flow: 2.391 (ft<sup>2</sup>)E<sub>o</sub> (Gutter Flow to Total Flow): 0.342

Depth at Curb: 5.765 (in)

## Inlet

Inlet Location

Inlet on grade ▾

Percent Clogging: 0.000 (%)

Inlet Types

Grate ▾

Grate Types

P - 1-7/8 ▾

Grate Width: 0.000 (ft)

Grate Length: 0.000 (ft)

Length of Inlet: 0.000 (ft)

Curb Opening Height: 0.000 (in)

Local Depression: 0.000 (in)

Compute Inlet Data

Parameter

Value

Unit

OK

Cancel



FINAL PLAT OF:  
RIVERFRONT VILLAGE, PLANNED UNIT DEVELOPMENT

LOCATED ON LOT 1R, TRIANGLE SUBDIVISION  
SITUATED IN THE E½SE¼NW¼ OF SECTION 16, TOWNSHIP 45 NORTH, RANGE 8 WEST, N.M.P.M.  
TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO

CERTIFICATE OF DEDICATION AND OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS that the undersigned, being the owner of certain lands in the Town of Ridgway, Colorado, to wit:

LOT 1, TRIANGLE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1992 UNDER RECEPTION NO. 150643; AND THE PLAT OF SURVEY RECORDED JANUARY 26, 1995 UNDER RECEPTION NO. 158652, AND THE PLAT OF SURVEY RECORDED DECEMBER 8, 1994 UNDER RECEPTION NO. 158254.

EXCEPT A PARCEL OF LAND WITHIN LOT 1 OF THE TRIANGLE SUBDIVISION, TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO, CONVEYED IN THE DEED RECORDED JANUARY 2, 2008 UNDER RECEPTION NO. 196855, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88°35'07" EAST (BASIS OF BEARING, OURAY COUNTY CONTROL) ALONG THE SOUTH LINE OF SAID LOT 1, 119.59 FEET;

THENCE NORTH 15°16'17" EAST, 169.01 FEET;

THENCE NORTH 12°11'40" EAST, 255.36 FEET;

THENCE 359.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 34°18'00", A RADIUS OF 600.00 FEET AND A CHORD OF NORTH 04°57'20" WEST, 353.85 FEET;

THENCE NORTH 22°06'19" WEST, 60.00 FEET;

THENCE NORTH 25°22'43" WEST, 68.43 FEET;

THENCE NORTH 30°05'32" WEST, 159.64 FEET;

THENCE NORTH 38°54'53" WEST, 43.57 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1;

THENCE SOUTH 01°31'23" WEST ALONG THE WEST LINE OF SAID LOT 1, 1057.93 FEET BACK TO THE POINT OF BEGINNING.

ALL IN THE COUNTY OF OURAY, STATE OF COLORADO.

containing 4.29 acres more or less

Has by these presents laid out and platted, as shown on this Plat, under the name of Riverfront Village Planned Unit Development. The following non-exclusive perpetual easements are dedicated, granted and conveyed to the Town of Ridgway, Colorado and are reserved for the use of other benefited parties as shown and identified on this Plat and as further described in Platnote 9: Access and Utility Easements, Utility Easement, Utility and Drainage Easement, Public Recreational Trail Easement, Pedestrian Trail/Underpass or Overpass/Signage Easement, and Public Park Easement.

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

ALPINE HOMES—RIDGWAY, LLC,  
a Colorado limited liability company

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

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Certificate of Ownership and Dedication was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, by \_\_\_\_\_ as the \_\_\_\_\_ of Alpine Homes—Ridgway, LLC.

Witness my hand and official seal.

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

ATTORNEY'S CERTIFICATE:

I, Thomas G. Kennedy, an attorney at law duly licensed to practice before the courts of record of Colorado, do hereby certify that I have examined the Title Commitment No. 00C85009338 issued by Land Title Guarantee Company and according to that title policy, of all land herein platted and that title to such land is in the dedicatior(s) and owners, and that based upon my review of said title commitment, the property dedicated hereon has been dedicated free and clear of all liens and encumbrances, except as follows:

CURRENT YEARS TAXES AND ASSESSMENTS NOT YET DUE OR PAYABLE.

RIGHTS OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED JUNE 13, 1951, IN BOOK 103 AT PAGE 508.

SUBJECT TO ANNEXATION PLAT OF SUNSET ENTERPRISES ADDITION FILED MARCH 10, 1980 UNDER

RECEPTION NO. 127944 AND ANNEXATION ORDINANCE RECORDED MARCH 10, 1980 IN BOOK 194 AT PAGE 343.

TERMS, CONDITIONS AND PROVISIONS OF EASEMENT GRANTED TO US WEST COMMUNICATIONS,  
INC. RECORDED NOVEMBER 22, 1991 IN BOOK 217 AT PAGE 791.

TERMS AND CONDITIONS OF SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT BETWEEN H. DARYL QUANDT AND PATRICIA KATHLEEN QUANDT AND THE TOWN OF RIDGWAY RECORDED APRIL 22, 1992 IN BOOK 222 AT PAGE 95.

NOTES, EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS AS CONTAINED ON THE RECORDED PLATS FILED APRIL 22, 1992 UNDER RECEPTION NO. 150643, RECORDED DECEMBER 8, 1994 UNDER RECEPTION NO. 158254 AND RECORDED JANUARY 26, 1995 UNDER RECEPTION NO. 158652.

SUBJECT TO NOTICE CONCERNING UNDERGROUND FACILITIES OF SAN MIGUEL POWER ASSOCIATION RECORDED JUNE 22, 1993 IN BOOK 227 AT PAGE 145.

TERMS, CONDITIONS AND AGREEMENTS AS CONTAINED IN EASEMENT AGREEMENT BY AND BETWEEN RIDGWAY HOT SPRINGS, LLC AND TELLURIDE REAL ESTATE COMPANY, LLC, RECORDED JUNE 11, 2007 UNDER RECEPTION NO. 195143 AND AMENDMENT/CLARIFICATION TO EASEMENT AGREEMENT RECORDED JULY 13, 2009 UNDER RECEPTION NO. 201106.

ANY INCREASE OR DECREASE IN THE AREA OF THE LAND AND ANY ADVERSE CLAIM TO ANY PORTION OF THE LAND WHICH HAS BEEN CREATED BY OR CAUSED BY ACCRETION OR RELICTION, WHETHER NATURAL OR ARTIFICIAL; AND THE EFFECT OF THE GAIN OR LOSS OF AREA BY ACCRETION OR RELICTION UPON THE MARKETABILITY OF THE TITLE OF THE LAND.

ANY RIGHTS OR INTERESTS OF THIRD PARTIES WHICH EXIST OR ARE CLAIMED TO EXIST IN AND OVER THE PRESENT AND PAST BED, BANKS OR WATERS OF UNCOMPAGHRE RIVER.

MATTERS DISCLOSED ON IMPROVEMENT SURVEY ISSUED BY ORION SURVEYING CERTIFIED DECEMBER 12, 2019, PROJECT NO. 18079. STORED IN OUR RECORDS AS IMAGE 20049484.

ANY AND ALL OTHER RECORDED AGREEMENTS, COVENANTS, EASEMENTS AND DOCUMENTS OF RECORD

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

Thomas G. Kennedy, Attorney at Law

CERTIFICATE OF IMPROVEMENTS COMPLETION:

The undersigned, Town Manager of the Town of Ridgway, does certify that all improvements and utilities required by the current Subdivision Regulations of the Town of Ridgway have been installed in this Subdivision in accordance with the specifications of the Town except for the following which have been secured pursuant to Town subdivision regulations:

Date: \_\_\_\_\_

Town Manager

OURAY COUNTY TREASURER:

I certify that as of the \_\_\_\_\_ day of \_\_\_\_\_, there are no delinquent taxes due, nor are there any tax liens, against the property described herein or any part thereof, and that all current taxes and special assessments have been paid in full.  
Date: \_\_\_\_\_

Ouray County Treasurer

PLANNING COMMISSION:

Approved by the Ridgway Town Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, by \_\_\_\_\_

Chairman.

TOWN COUNCIL:

Approved by the Ridgway Town Council this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, by \_\_\_\_\_

Mayor.

TOWN ATTORNEY'S CERTIFICATE:

Approved for recording this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Town Attorney

ENGINEER'S CERTIFICATE:

I, \_\_\_\_\_, a Registered Engineer in the State of Colorado, do certify that the streets, curb gutter & sidewalk, sanitary sewer system, the water distribution system, fire protection system and the storm drainage system for this subdivision are properly designed, meet the Town of Ridgway specifications, are adequate to serve the Subdivision shown hereon.

Date: \_\_\_\_\_

Engineer Registration Number

BASIS OF BEARINGS:

The bearing between the found #5 rebar and aluminum cap (LS12180) on the Northern property line of Lot 1, and the found #5 rebar and aluminum cap (LS12180) southeastern property line of Lot 1 (BOTH AS DEPICTED HEREON), bears S 00°00'00" E according to the Plat of Lot 1, Triangle Subdivision recorded April 22, 1992 under reception no. 150643.

LINEAL UNITS STATEMENT:

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

SURVEYORS CERTIFICATE:

I, David R. Bulson, Colorado PLS 37662, hereby certify that this Plat was prepared under my direct supervision and that said survey is accurate to the best of my knowledge, conforms to all requirements of the Colorado Revised Statutes, and all applicable Town of Ridgway regulations, and that all required monuments have been set as shown.

David R. Bulson CO PLS 37662

RECORDER'S CERTIFICATE:

This Plat was filed for record in the office of the Clerk and Recorder of Ouray County at \_\_\_\_\_m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

by \_\_\_\_\_

County Clerk & Recorder Deputy

1. FORMATION OF COMMON INTEREST COMMUNITY. Alpine Homes—Ridgway, LLC, a Colorado limited liability company ("Owner") as the owner of the property depicted in this plat ("Property") and as declarant under the below described Condominium Documents, states as follows:

(A) The Property is being developed as a Colorado common interest ownership community under the name Riverfront Village Planned Unit Development ("Community"), which will be reflected in certain "Condominium Documents," including a "Condominium Map," "Condominium Declaration," and certain Articles of Incorporation and Bylaws for The Riverfront Village Owners Association, Inc., a Colorado nonprofit corporation ("Association"). The Condominium Declaration is being recorded with the recordation of this plat. The Condominium Map will be prepared, executed and recorded as the buildings, facilities and other improvements containing the Units, Common Elements and infrastructure serving the development are completed and prior to the conveyance of a Unit to a third party. Prior to their execution and recordation, the Condominium Documents will be reviewed and approved by the Town of Ridgway.

(B) The Community will consist of certain condominium units "Units", which may be separately owned by individual owners ("Unit Owners"), including certain Units usable for residential purposes ("Residential

Unit(s)") and certain Units usable for commercial purposes ("Commercial Unit(s)") and, certain "Common Elements" as the same will be more particularly defined, described, designated and/or depicted on the Condominium Documents. The Residential Units are anticipated to be configured and included in either a building containing multiple Units ("Multifamily Residential Units") or as adjoining Units in a Townhome arrangement ("Townhome Dwelling Units").

(C) This Plat depicts the general location of the siting for potential buildings and improvements proposed to accommodate the Units and Common Elements that can be constructed on the Property and included in the Community. The "Improvements" consist of any and all buildings, structures, facilities and similar features that are constructed on or otherwise made to the Property at any time to accommodate, support, serve or otherwise facilitate the Units and Common Elements included in the Community or otherwise benefit the Unit Owners and Association. The final siting of the Improvements that may be shown on this Plat may be modified as plans are refined and shall be reflected in the Condominium Documents.

(D) The Owner reserves the right to undertake and complete some or all of the Improvements and annex the completed Units and Common Elements into the Community.

(E) The entirety of the Property is subjected to Reserved Rights (as defined in the Declaration), which may be exercised by Owner (as declarant) as provided for in the Condominium Documents.

2. DEVELOPMENT AGREEMENT. The Owner and the Town have entered into a certain "Development Agreement" concerning the property covered by this Plat, which was recorded on \_\_\_\_\_, 20\_\_\_\_. In Reception No. \_\_\_\_\_ in the Ouray County records.

3. VESTED RIGHTS AND PHASING PLAN. The Development Agreement establishes certain vested property rights and phasing timing and sequencing for the development of the property. Please refer to the Development Agreement for all terms, conditions and requirements relating to the vested property rights and phasing timing and sequencing for the development of the property.

4. PROVISION OF DEED RESTRICTED HOUSING. The Owner hereby restricts the ownership, use and occupancy of the following: (a) a one bedroom unit in Building M3 (to be denoted as Unit 102); (b) a one bedroom unit in Building M3 (to be denoted as Unit 201); (c) a two bedroom unit in Building CM (to be denoted as Unit 202) and (d) a two bedroom unit in Building CM (to be denoted as Unit 203) ("Deed Restricted Units") to the terms, conditions, restrictions and requirements of a Deed Restriction as provided for in Section 4 of the Development Agreement, which shall run in perpetuity and not expire and shall survive any foreclosure of the Deed Restricted Units, unless the restrictions are otherwise released or modified with the written consent of the Town. The Development Agreement further establishes certain restrictions on ownership, use and pricing of the Deed Restricted Units and the timing and sequencing by which the Owner must construct and convey the Deed Restricted Units. Please refer to the Development Agreement for all terms, conditions and requirements relating to the Deed Restricted Units. The Parties may mutually agree to amend the Development Agreement to modify the Units which are being designated as a Deed Restricted Unit without the need to amend this Plat.

5. SHORT—TERM RENTALS. Only the Townhouse Dwelling Units may be used for "Short—Term Rental" purposes. In all events, such usage must be in compliance with applicable codes and regulations of the Town of Ridgway in effect at the time of the proposed usage, which codes and regulations include: short-term rental regulations, lodging and sales taxes, any applicable licensing, and any future amendments to the Municipal Code

6. COMMON ELEMENT MAINTENANCE. The Association shall have the obligation to maintain the Common Elements and Improvements located within the Community that are owned by the Association as provided for in the Declaration. This obligation shall include but not be limited to the maintenance and repair of all roads, sidewalks, fences, retaining walls, benches, lighting, shared parking areas, including snow removal, landscaping, weed mitigation and control, irrigation systems, ditches and pipelines, drainage/stormwater management facilities, commonly owned utilities and other Community facilities. Owners of Units are responsible for the repair and maintenance of any Improvements located on their Unit, unless designated for maintenance and repair by the Association. The Town is not responsible or liable in any manner for the maintenance, repair, or operation of such Common Elements and Improvements owned and operated by the Association. In the event that said maintenance is not properly performed, the Town of Ridgway, following written notice and reasonable time to cure, may cause the work to be done, assess the cost to the Association, may certify such charges as delinquent charges to the county Treasurer to be collected similarly to taxes, may record a lien on said Common Elements, which may be foreclosed in any lawful manner, or may pursue any other remedy available in order to collect such charges. These obligations shall run with the land and be binding upon all successors in interest to the said lot(s).

7. OUTDOOR LIGHTING. All outdoor lighting fixtures shall comply with Town regulations.

8. MAXIMUM ALLOWABLE UNITS:

- (a) The maximum number of Townhouse Dwelling Units is 10;  
(b) The maximum number of Multifamily Dwelling Units is 28;  
(c) The maximum number of Commercial Units is 4

9. EASEMENTS. Alpine Homes—Ridgway, LLC, a Colorado limited liability company as the current, fee simple owner of the property depicted in this plat has designated, created and conveyed certain easements ("Easements") as described hereinbelow benefiting and burdening portions of the property as depicted and described herein. The Easements are being established by Owner for the particular purposes and uses stated hereinbelow. The location of the Easements as depicted on this plat are the initial alignments and may be revised during the final platting and/or creation of the condominium map to match actual location of improvements. Notwithstanding the foregoing, the Easements depicted herein shall not be decreased without the consent of the impacted party. The Easements are being reserved herein for the use and benefit of the particular parties indicated below, including the Association and the respective Unit Owners and their tenants, guests and invitees, and/or the Town of Ridgway and the general public as provided for herein. In the event the Owner or Association desire to amend any the terms and conditions of the Easements, including the location of the Easement Areas, and provided the Town agrees to such modifications, the Owner, or the Association(s) and Town may file a separate instrument reflecting these modifications, which reference this Plat and need not necessarily cause an amendment to this Plat to be executed and recorded to accomplish the modifications.

(a) Access Easement. A portion of the Community, designated and depicted as an "Access Easement" on this Plat, is subject to a perpetual, non-exclusive easement which allows a party benefited by the Access Easement the right to install, repair, replace, maintain, upgrade, use and operate roads and streets including drainage improvements, sidewalks and similar related facilities enabling vehicular and pedestrian access to and from the Community for the use and benefit of the Association, each Unit Owners and their respective guests, and invites. The roads shall be privately owned and maintained by the Association. The Access Easement is also granted to and may be used by the Town, other utility companies and the general public for access to the Project.

(b) Utility Easement. A portion of the Community, designated and depicted as a "Utility Easement" on this Plat, is subject to a perpetual, non-exclusive easement which allows for the right to install, repair, replace, maintain, upgrade, use, operate and remove certain main and distribution underground utilities and surface appurtenances ("Utility Facilities") along with a reasonable right of entry, ingress and egress to and from the Easement Area and adjacent public right-of-way, which easement rights are being dedicated, granted and conveyed for the use and benefit of Town of Ridgway. The Utility Facilities that are being installed within the Utility Easement shall conform with plans for the Utility Facilities that have been approved by the Town, as such plans may be amended from time to time to accommodate new Utility Facilities or to modify the existing Utility Facilities; Plans, subject to approval of the modified Utility Facilities Plans by the Town in the diligent exercise of its commercially reasonable discretion.

(c) Private Service Utility Easement. A portion of the Community, designated and depicted as a "Private Service Utility Easement" on this Plat, is subject to a perpetual, non-exclusive easement which allows a party benefited by the Private Service Utility Easement the right to install, repair, replace, maintain, upgrade, use, operate and remove certain service Utility Facilities that extend utility services to individual buildings and improvements within the Community along with a reasonable right of entry, ingress and egress to and from the Easement Area and adjacent public right-of-way, which easement rights are being dedicated, granted and conveyed for the use and benefit of Owner, Association and/or a utility provider, including the Town of Ridgway. The utility facilities shall be owned and maintained by the Utility Provider who owns, operates and manages the particular facility or the benefiting party as provided for in the rules of service from the public utility. There shall not be any Town of Ridgway utilities within the Private Service Utility Easement.

(d) Drainage Easement. A portion of the Community, designated and depicted as a "Drainage Easement" on this Plat, is subject to a perpetual, non-exclusive easement which allows the Owner and Association to install, repair, replace maintain, upgrade, use and operate stormwater and drainage facilities and systems serving only development occurring in the Community, which easement rights are being dedicated, granted and conveyed for the use and benefit of Owner, Association and/or the Town of Ridgway.

(e) Public Recreational Trail Easement. A portion of the Community, designated and depicted as a "Non-Motorized Public Recreational Trail Easement" on this Plat is being created by Owner and is being dedicated, granted, and conveyed to the Town of Ridgway as a perpetual, non-exclusive easement allowing for the right to install of the Town (following the initial installation of the trail and other related facilities, including the retaining wall, by the Owner), to repair, replace, maintain, use and operate a public hiker/biker, non-motorized trail and other related facilities, including the retaining wall.

(f) Pedestrian Trail/Underpass or Overpass/Signage Easement. A portion of the Community, designated and depicted as a "Pedestrian Trail/Underpass or Overpass/Signage Easement" on this Plat is being created by Owner and is being dedicated, granted and conveyed to the Town of Ridgway as a perpetual, non-exclusive easement allowing the Town of Ridgway the right to: (a) install, repair, maintain, use and operate a public hiker/biker, non-motorized trail along with a right to construct a future highway trail underpass connecting to development in East Ridgway, and (b ) install, repair, maintain, use and operate a Town of Ridgway entry signage.

(g) Public Park Easement. A portion of the Community, designated and depicted as a "Public Park Easement" on this Plat is being created by Owner and is being dedicated, granted and conveyed to the Town of Ridgway as a perpetual, non-exclusive easement allowing the Town of Ridgway (following the initial installation of the park improvement by the Owner), the right to install, repair, maintain, use and operate a public park for recreational purposes. Before installing other improvements, the Town shall obtain the approval of the Owner through such time as Owner still owns property within the project and thereafter, from the Association, which approval shall not be unreasonably withheld provided that the improvements are compatible with the project and would not create unacceptable impacts (light, noise, odor) to the development in the project.

10. The Plat depicts a certain 20' wide utility easement established by the Plat recorded in Reception No. 150643 which was granted to the Town of Ridgway and is used by San Miguel Power Association ("SMPA"). The Owner, Town of Ridgway and SMPA have agreed to execute and record a certain Easement For Underground Power Line and Related Facilities and Easement Termination Agreement that both: (a) vacates the 20' wide utility easement at such time as the Owner has installed relocated powerline facilities in an alternative location on the Property and (b) establishes, grants and conveys an easement to SMPA for such relocated utilities.

11. "SOILS: Soils throughout the Ridgway area have been found to have the potential to swell, consolidate and cave and release radon. All owners, contractors, and engineers are required to investigate soil, groundwater, and drainage conditions on a particular lot prior to design and construction. On April 27, 2020, Huddleston—Berry Engineering & Testing, LLC of Colorado issued a Geotechnical Investigation discussing the soil characteristics on Lot 1 in the Triangle Subdivision, which all owners, contractors and engineering are encouraged to obtain and review prior to building. By accepting a deed to real property located in this subdivision, the owners of land herein agree to hold the Town of Ridgway harmless from any claim related to soils conditions present in this subdivision.

12. CDOT ACCESS PERMIT: Vehicular access to or from property adjoining a state highway shall be provided to the general street system, unless such access has been acquired by a public authority. Pursuant to C.R.S. § 43-2-147(1)(b), all lots and parcels created by this subdivision will have access to the state highway system in conformance with the state highway access code.

13. PRIOR EASEMENTS: The property platted hereon is subject to the prior easements as shown hereon, except that certain of the easements are being modified, amended and/or vacated by separate instruments as noted on this Plat.

14. The 100-year flood plain line shown was determined by Del-Mont Consultants, Inc and is based upon the analysis of David W. Schieldt, PE, CFM which are described and noted in a January 2, 2020 letter to the Town of Ridgway.

15. Owner for itself and for the Association agrees that it is accepting ownership of the entirety of each sewer service line, including the full-bodied pipe, that have been installed in the Community and that the Owner and/or the Association will be responsible for any required maintenance or repair of such lines, at their cost and expense. In the event that infiltration and inflow issues relating to these retained lines become a problem the Owner and/or the Association will need to correct the issue within a reasonable time; should the issue not be properly addressed, the Town will undertake the work and charge the cost to the Owner and/or the Association.

16. Owner for itself and for the Association agrees that it is accepting ownership, maintenance and repair of the portion of the main sewer line between MH 0-1-D to MH 0-1-D-6 (Run A), MH 0-1-D-3 to MH 0-1-D-7 (Run B) and HM 0-1-D-4 to MH 0-1-D-8 (Run C) that have been installed in the Community and that the Owner and/or the Association will be responsible for any required maintenance or repair of such lines, at their cost and expense. In the event that infiltration and inflow issues relating to these retained lines become a problem the Owner and/or the Association will need to correct the issue within a reasonable time; should the issue not be properly addressed, the Town will undertake the work and charge the cost to the Owner and/or the Association.

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

ALPINE HOMES-RIDGWAY, LLC TBD Highway 550 Ridgway, CO, 81432	RIVERFRONT VILLAGE PLANNED UNIT DEVELOPMENT
10/04/2023	
PROJECT NUMBER 21009	



FINAL PLAT OF:  
**RIVERFRONT VILLAGE, PLANNED UNIT DEVELOPMENT**

LOCATED ON LOT 1R, TRIANGLE SUBDIVISION

SITUATED IN THE E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$  OF SECTION 16, TOWNSHIP 45 NORTH, RANGE 8 WEST, N.M.P.M.

TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO

LINE TABLE			LINE TABLE			LINE TABLE			CURVE TABLE					
Line #	Direction	Length	Line #	Direction	Length	Line #	Direction	Length	Curve #	Length	Radius	Beta	Chord Bearing	Chord Distance
L1	N 67°53'41" E	14.00'	L51	S 35°34'10" E	45.99'	L101	N 34°15'59" E	18.59'	C1	186.96'	614.00'	171°27'	S 13° 22' 53" E	186.26'
L2	S 22°16'19" E	60.00'	L52	S 53°52'44" W	19.80'	L102	N 07°42'54" E	47.28'	C2	25.64'	614.00'	2°24'	S 03° 27' 39" E	25.64'
L3	S 09°32'54" W	78.85'	L53	S 36°07'16" E	107.63'	L103	N 79°34'03" W	173.59'	C3	91.94'	571.43'	91°37'	S 00° 43' 10" W	91.84'
L4	S 10°25'31" W	50.97'	L54	S 27°21'06" E	15.89'	L104	S 21°02'09" W	9.71'	C4	36.39'	103.50'	20°09'	S 01° 20' 35" E	36.20'
L5	S 10°44'00" W	66.42'	L55	N 41°03'18" E	22.89'	L105	S 53°52'44" W	19.80'	C5	7.69'	53.50'	8°14'	N 04° 27' 56" E	7.69'
L6	S 12°11'40" W	8.97'	L56	S 36°04'54" E	36.49'	L106	S 36°07'16" E	107.63'	C6	70.11'	568.00'	80°12'	N 40° 10' 23" E	64.51'
L7	S 12°11'40" W	102.80'	L57	S 36°32'59" E	19.40'	L107	S 36°09'28" E	17.73'	C7	81.32'	588.00'	80°12'	S 40° 10' 23" W	74.03'
L8	S 12°16'17" W	156.84'	L58	S 36°47'59" E	86.82'	L108	S 36°12'06" E	6.82'	C8	5.68'	29.50'	8°14'	S 04° 27' 56" W	5.68'
L9	N 80°35'03" E	129.20'	L59	S 37°14'03" E	97.40'	L109	S 36°12'06" E	14.59'	C9	13.89'	29.50'	20°09'	N 01° 20' 35" W	13.82'
L10	N 41°34'30" E	33.82'	L60	S 37°44'28" E	40.80'	L110	S 27°28'07" E	9.91'	C10	6.57'	26.16'	18°41'	N 50° 58' 27" E	6.54'
L11	S 71°56'16" E	6.32'	L61	S 21°11'52" E	92.84'	L111	S 27°28'07" E	9.96'	C11	6.64'	44.00'	8°39'	S 31° 47' 42" E	6.64'
L12	N 80°35'03" E	9.96'	L62	S 01°53'00" W	127.33'	L112	S 18°25'57" W	10.62'	C12	12.88'	80.00'	8°39'	S 31° 47' 42" E	12.87'
L13	N 80°29'45" E	83.79'	L63	N 90°00'00" W	12.21'	L113	S 18°25'57" W	113.50'	C13	36.76'	28.00'	105°01'	S 71° 06' 41" W	31.81'
L14	N 00°00'00" E	45.50'	L64	S 18°25'57" W	23.36'	L114	S 21°12'09" W	43.41'	C14	27.39'	78.20'	20°04'	N 46° 10' 29" W	27.25'
L15	N 81°18'47" E	11.12'	L65	S 71°34'03" E	10.50'	L115	S 18°25'57" W	101.54'	C15	14.80'	80.00'	10°36'	S 15° 44' 03" W	14.78'
L16	S 08°41'13" E	8.00'	L66	S 18°25'57" W	15.80'	L116	N 18°25'57" E	57.67'	C16	28.95'	31.00'	53°30'	S 43° 32' 09" E	27.91'
L17	S 81°18'47" E	4.25'	L67	N 71°34'03" E	10.50'	L117	N 21°12'09" E	4.35'	C17	8.14'	44.00'	10°36'	S 15° 44' 03" W	8.13'
L18	S 00°00'00" E	28.63'	L68	S 18°25'57" W	79.80'	L118	S 79°34'03" E	137.21'	C18	7.88'	52.17'	8°39'	S 31° 47' 42" E	7.87'
L19	S 80°29'45" E	85.57'	L69	S 14°25'57" W	6.14'	L119	N 79°34'03" E	129.99'	C19	42.17'	26.32'	79°41'	S 08° 16' 31" W	38.86'
L20	S 80°35'03" E	24.36'	L70	S 18°25'57" W	50.76'	L120	N 18°25'57" E	63.42'	C20	37.08'	71.83'	29°35'	S 33° 13' 28" W	36.67'
L21	N 71°16'16" E	13.80'	L71	S 79°34'03" E	11.37'	L121	N 18°25'57" E	114.38'	C21	10.02'	71.83'	8°00'	S 14° 25' 57" W	10.02'
L22	S 41°34'30" E	30.99'	L72	S 18°25'57" W	18.66'	L122	S 46°17'29" E	6.70'	C22	9.65'	52.17'	10°36'	S 15° 44' 03" W	9.64'
L23	S 80°35'03" E	149.70'	L73	S 79°34'03" E	119.90'	L123	S 36°09'28" E	94.50'	C23	13.29'	71.83'	10°36'	S 15° 44' 03" W	13.27'
L24	N 00°00'00" E	15.97'	L74	N 18°25'57" E	50.24'	L124	S 36°07'16" E	34.00'	C24	96.32'	22.82'	241°09'	N 09° 44' 30" E	96.28'
L25	S 80°35'03" E	50.02'	L75	N 79°34'03" E	40.57'	L125	S 36°25'45" E	19.05'	C25	29.88'	27.17'	61°09'	N 20° 13' 29" W	27.71'
L26	N 00°00'00" E	27.57'	L76	N 41°03'18" E	8.87'	L126	N 52°11'52" E	19.64'	C26	9.65'	52.17'	10°36'	N 15° 44' 03" E	9.64'
L27	N 80°29'45" E	23.65'	L77	N 36°07'16" E	10.80'	L127	N 36°07'16" E	53.58'	C27	16.86'	12.17'	79°24'	N 40° 40' 03" E	15.59'
L28	N 80°46'16" E	46.46'	L78	N 52°52'44" E	10.80'	L128	N 36°09'28" E	56.37'	C28	103.80'	42.32'	140°31'	N 11° 26' 09" E	79.67'
L29	N 75°35'02" E	9.49'	L79	N 52°52'44" E	10.80'	L129	N 36°07'16" E	43.76'	C29	19.12'	12.17'	90°00'	N 34° 14' 02" W	17.21'
L30	N 46°46'36" E	24.66'	L80	S 36°07'16" E	10.80'	L130	N 49°13'17" E	18.84'	C30	7.28'	52.17'	8°00'	N 14° 25' 57" E	7.28'
L31	N 89°31'55" E	48.62'	L81	S 36°07'16" E	12.70'	L131	N 27°34'03" E	23.68'	C31	61.50'	26.67'	114°53'	N 75° 52' 22" E	50.70'
L32	N 75°35'02" E	9.96'	L82	S 79°34'03" E	19.29'	L132	N 36°07'16" E	93.57'	C32	15.30'	86.37'	10°09'	S 41° 12' 56" E	15.28'
L33	N 14°26'46" W	9.92'	L83	S 79°34'03" E	19.29'	L133	N 35°34'10" E	32.33'	C33	19.01'	117.80'	91°15'	N 14° 14' 02" W	18.99'
L34	N 14°10'02" E	34.30'	L84	S 79°34'03" E	9.37'	L134	N 36°07'16" E	26.50'	C34	51.64'	266.36'	14°00'	N 35° 42' 55" W	51.51'
L35	N 10°25'41" E	31.28'	L85	N 52°11'52" E	26.97'	L135	N 80°38'24" W	115.91'	C35	10.86'	71.83'	8°40'	N 08° 08' 18" E	10.85'
L36	N 33°33'38" E	8.53'	L86	N 36°08'22" W	126.59'	L136	N 12°08'32" E	12.77'	C36	40.76'	22.17'	105°01'	N 16° 33' 01" E	35.26'
L37	N 01°27'00" W	25.61'	L87	S 10°25'57" W	12.56'	L137	S 79°34'03" E	115.43'	C37	41.88'	22.17'	106°11'	N 09° 12' 36" W	35.45'
L38	N 06°25'28" E	46.48'	L88	S 21°12'09" E	1.14'	L138	N 36°07'16" E	1.44'	C38	56.55'	18.80'	180°00'	S 10° 25' 57" W	36.90'
L39	N 75°22'33" E	13.26'	L89	S 79°34'03" E	128.89'	L139	N 52°11'52" E	24.01'	C39	18.75'	12.17'	88°17'	N 56° 17' 15" E	16.95'
L40	N 14°10'02" W	15.02'	L90	N 18°25'57" E	28.80'	L140	S 36°07'16" E	40.02'	C40	20.55'	12.17'	96°44'	N 31° 12' 12" W	18.19'
L41	N 17°02'54" E	54.90'	L91	N 79°34'03" E	119.31'	L141	S 52°11'52" E	77.30'	C41	23.32'	13.80'	88°09'	N 08° 08' 18" E	20.99'
L42	N 16°48'00" E	30.97'	L92	S 18°25'57" W	70.94'	L142	S 36°09'28" E	56.80'	C42	22.54'	14.00'	171°07'	N 41° 47' 40" W	22.51'
L43	N 30°33'08" E	33.90'	L93	S 71°34'03" E	5.37'	L143	N 04°10'10" W	41.17'	C43	37.63'	196.40'	10°52'	N 42° 01' 13" W	37.59'
L44	N 00°00'00" E	28.80'	L94	S 82°54'23" E	27.90'	L144	N 26°59'26" E	87.73'	C44	11.48'	196.40'	31°19'	N 29° 07' 34" W	11.48'
L45	N 00°00'00" E	10.28'	L95	N 84°07'37" E	58.63'	L145	N 52°11'52" E	44.80'						
L46	N 27°28'07" W	15.84'	L96	N 10°25'57" W	14.62'	L146	N 36°09'28" E	147.91'						
L47	N 36°07'16" E	195.07'	L97	N 79°28'33" E	28.80'	L147	N 32°14'02" E	20.88'						
L48	N 53°52'44" E	36.80'	L98	S 10°25'57" W	17.19'	L148	N 27°34'03" E	4.68'						
L49	S 36°07'16" E	41.45'	L99	N 80°49'23" E	18.19'	L149	S 27°40'57" E	7.57'						
L50	N 53°52'44" E	28.24'	L100	N 56°16'16" E	19.82'									

**HATCHING LEGEND**

SEE SHEET 3 FOR SIMPLIFIED DEPICTION OF EASEMENTS PUBLIC PARK EASEMENT - SEE NOTE 9(g)

LOT 2 ACCESS AND UTILITY EASEMENT RECEPTION NO.

LOT 2 EMERGENCY ACCESS EASEMENT RECEPTION NO.

PEDESTRIAN TRAIL/UNDERPASS/SHELTER/SIGNAGE EASEMENT AREA - SEE NOTE 9(f)

PUBLIC MAIN UTILITY EASEMENT - SEE NOTE 9(b) AND EASEMENT FOR UNDERGROUND POWER AND RELATED FACILITIES - SEE NOTE 10

ACCESS EASEMENT - SEE NOTE 9(a)

ACCESS EASEMENT - SEE NOTE 9(a) AND PUBLIC MAIN UTILITY EASEMENT - SEE NOTE 9(b) AND EASEMENT FOR UNDERGROUND POWER AND RELATED FACILITIES - SEE NOTE 10

PUBLIC RECREATIONAL TRAIL EASEMENT - SEE NOTE 9(e)

35' WIDE SIGN AND INGRESS/EGRESS EASEMENT PER RECEPTION NO. 163082 (EMERGENCY ACCESS ONLY)

30' WIDE ACCESS EASEMENT PER RECEPTION NO. 150643, AND CLARIFIED AT RECEPTION NO. 201106 (VACATED PURSUANT TO AMENDED AND RESTATED ACCESS AND SIGNAGE EASEMENT PER RECEPTION NUMBER SEE NOTE 12)

EASEMENT AGREEMENT PER RECEPTION NUMBER 195143 (VACATED PURSUANT TO AMENDED AND RESTATED ACCESS AND SIGNAGE EASEMENT PER RECEPTION NUMBER SEE NOTE 12)

BLANKET PRIVATE SERVICE UTILITY EASEMENT - SEE NOTE 9(c) & DRAINAGE EASEMENT - SEE NOTE 9(d) IN COMMON AREAS BETWEEN BUILDINGS (SEE ALSO SECTION 4.1 OF DECLARATION)

BLANKET PRIVATE SERVICE UTILITY EASEMENT - SEE NOTE 9(c) & DRAINAGE EASEMENT - SEE NOTE 9(d) IN COMMON AREAS BETWEEN BUILDINGS (SEE ALSO SECTION 4.1 OF DECLARATION)

AREAS FOR STORMWATER/DRAINAGE FACILITIES (SEE SECTION 7.3 OF DEVELOPMENT AGREEMENT)

SET 1.5" ALUMINUM CAP ON 5/8" REBAR, L.S. 37662

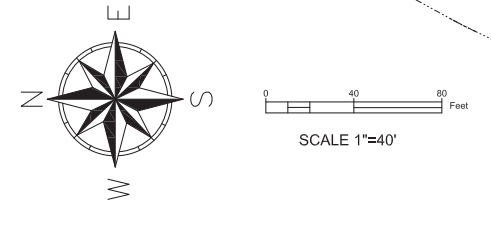
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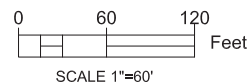
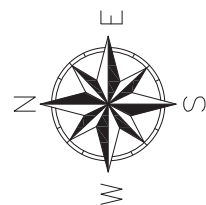
ALPINE HOMES-RIDGWAY, LLC  
TBD Highway 550  
Ridgway, CO, 81432

10/04/2023

PROJECT NUMBER  
21009

**RIVERFRONT VILLAGE  
PLANNED UNIT  
DEVELOPMENT**

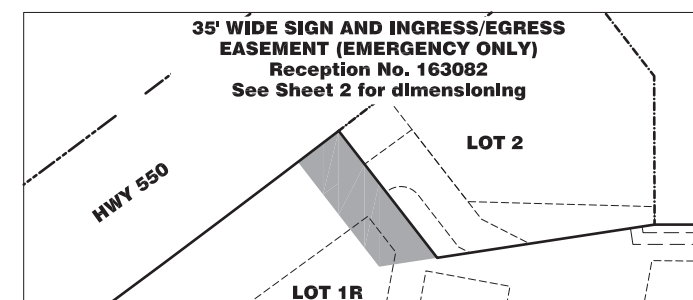
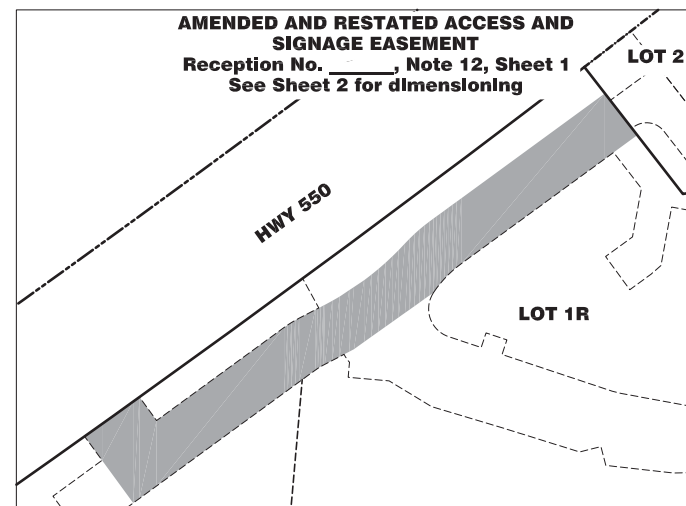
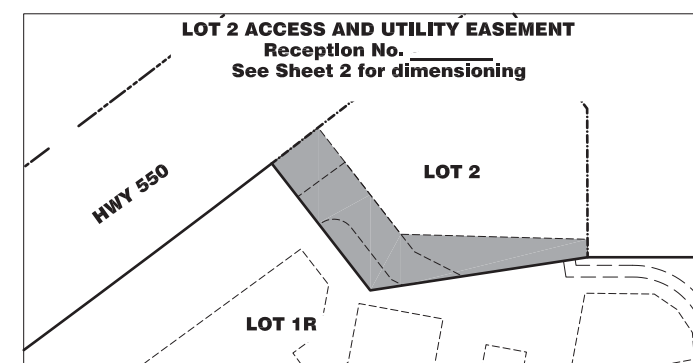
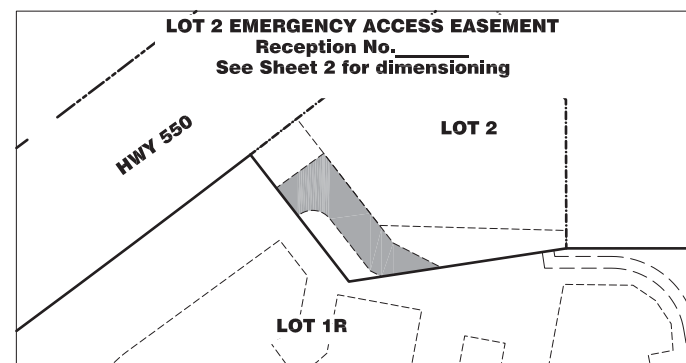
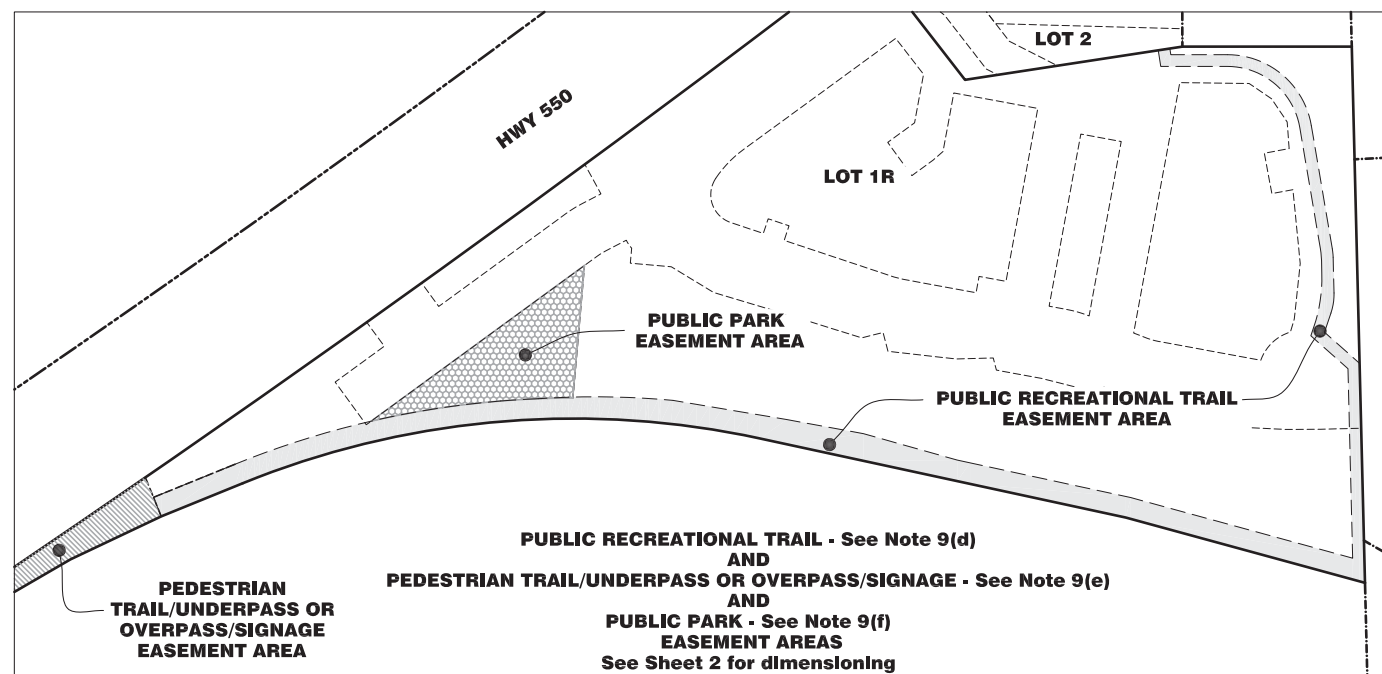
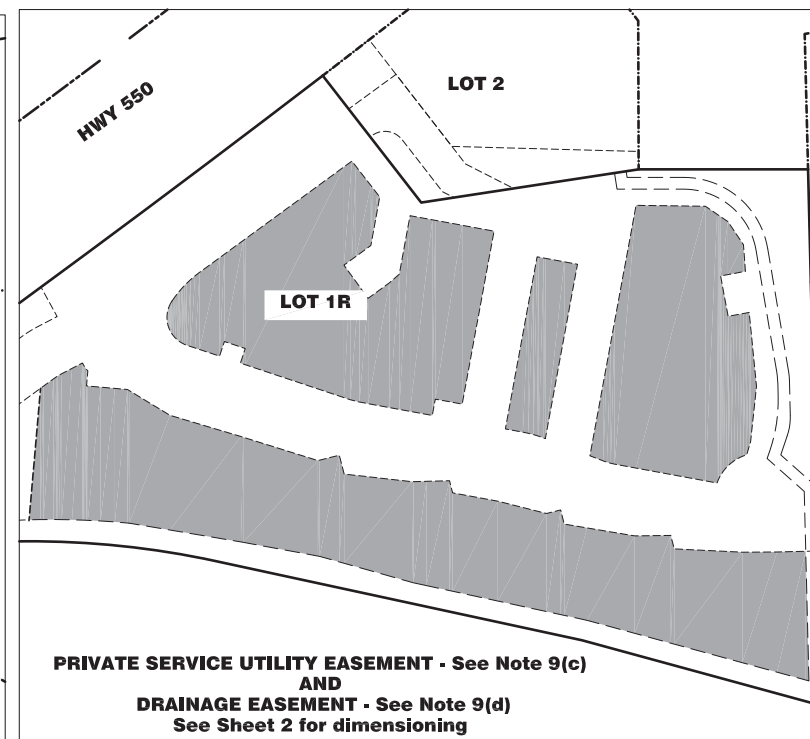
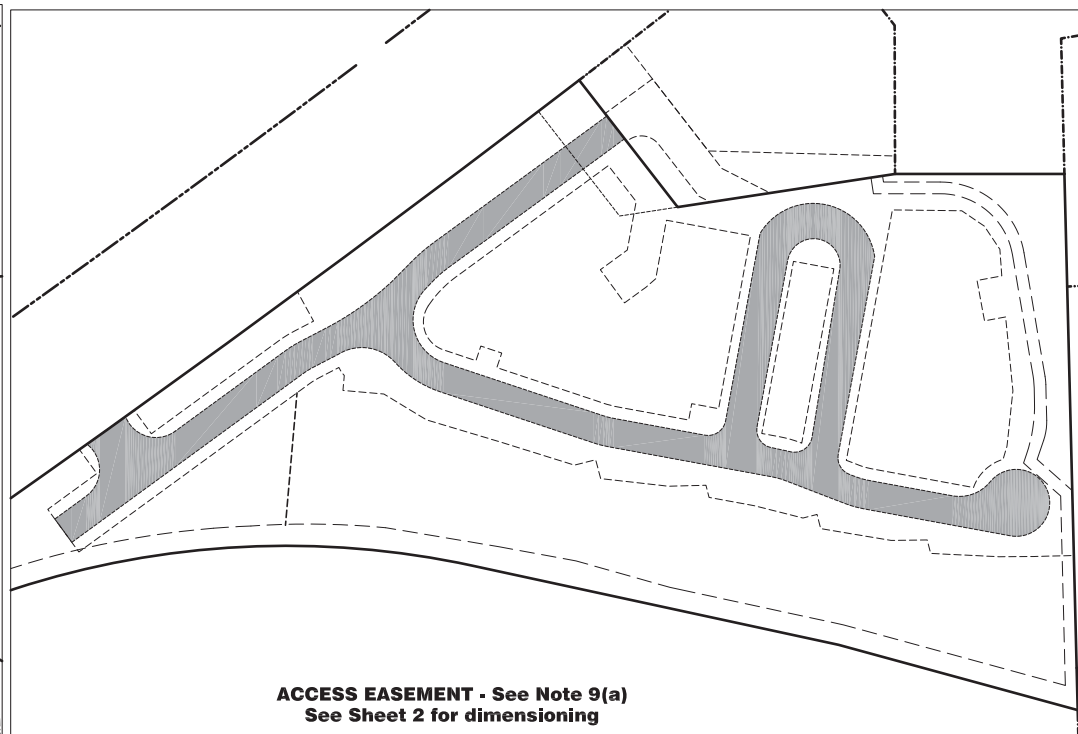
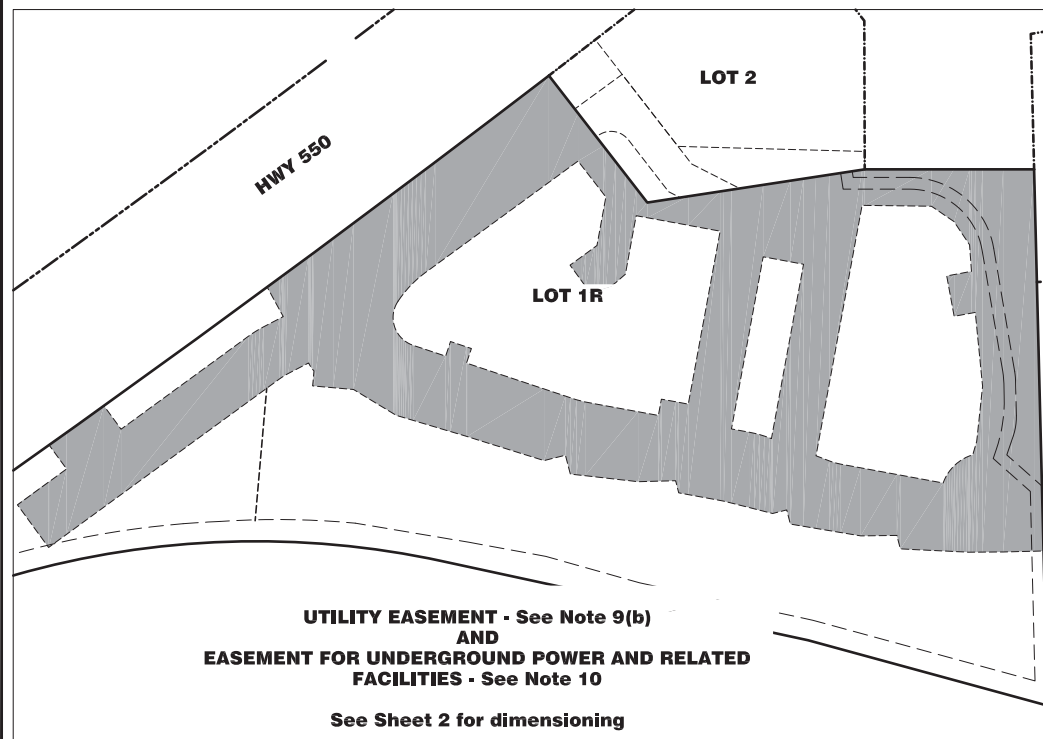
**BULSON  
SURVEYING**



# FINAL PLAT OF: RIVERFRONT VILLAGE, PLANNED UNIT DEVELOPMENT

LOCATED ON LOT 1R, TRIANGLE SUBDIVISION

SITUATED IN THE E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$  OF SECTION 16, TOWNSHIP 45 NORTH, RANGE 8 WEST, N.M.P.M.  
TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO



ALPINE HOMES-RIDGWAY, LLC  
TBD Highway 550  
Ridgway, CO, 81432

10/04/2023

PROJECT NUMBER  
21009

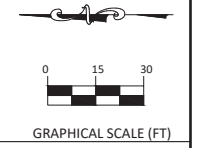
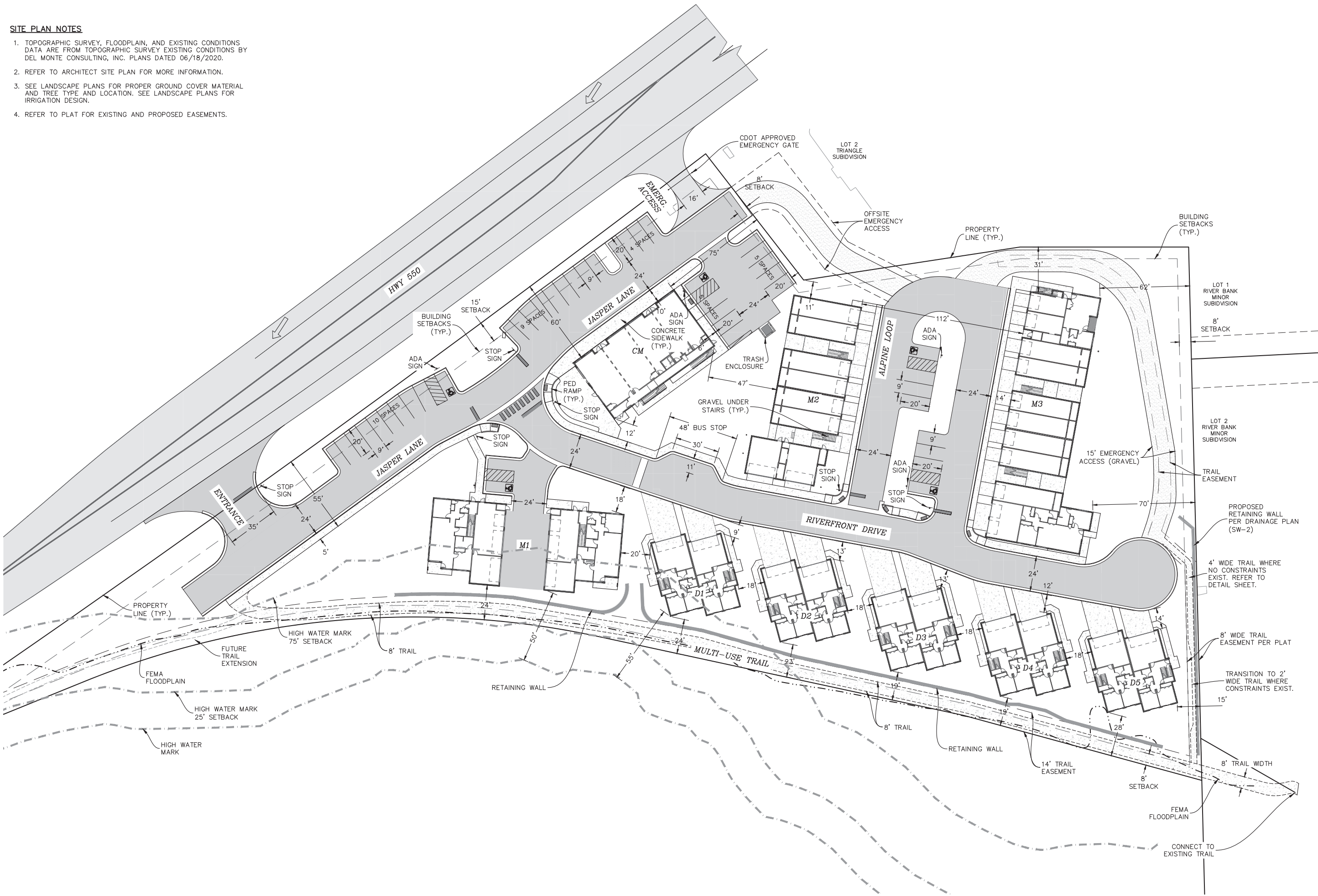
**RIVERFRONT VILLAGE  
PLANNED UNIT  
DEVELOPMENT**





SITE PLAN NOTES

1. TOPOGRAPHIC SURVEY, FLOODPLAIN, AND EXISTING CONDITIONS DATA ARE FROM TOPOGRAPHIC SURVEY EXISTING CONDITIONS BY DEL MONTE CONSULTING, INC. PLANS DATED 06/18/2020.
2. REFER TO ARCHITECT SITE PLAN FOR MORE INFORMATION.
3. SEE LANDSCAPE PLANS FOR PROPER GROUND COVER MATERIAL AND TREE TYPE AND LOCATION. SEE LANDSCAPE PLANS FOR IRRIGATION DESIGN.
4. REFER TO PLAT FOR EXISTING AND PROPOSED EASEMENTS.

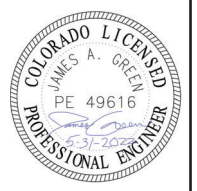


Revisions:		DESCRIPTION
#	DATE	

RIVERFRONT VILLAGE  
SITE PLAN  
RIDGWAY, COLORADO

**SET**  
ENGINEERING, LLC  
1309 E. 3rd Ave., #206  
Durango, CO 81301  
970-403-5088

**PLAN NO.**  
**SP-1**  
Sheet 4 of 24  
Project: RIVERFRONT VILLAGE  
Date: 05/31/2022  
Drawn By: CSS  
Checked By: JAG





**RIVERFRONT VILLAGE**  
**LOT 1, TRIANGLE SUBDIVISION**  
**RIDGWAY, COLORADO**

PROJECT NUMBER: 0139 DATE: 03.04.2022  
DESIGNED: SC  
DRAWN: RM/GW/ST  
CHECKED: SC  
REVISIONS:

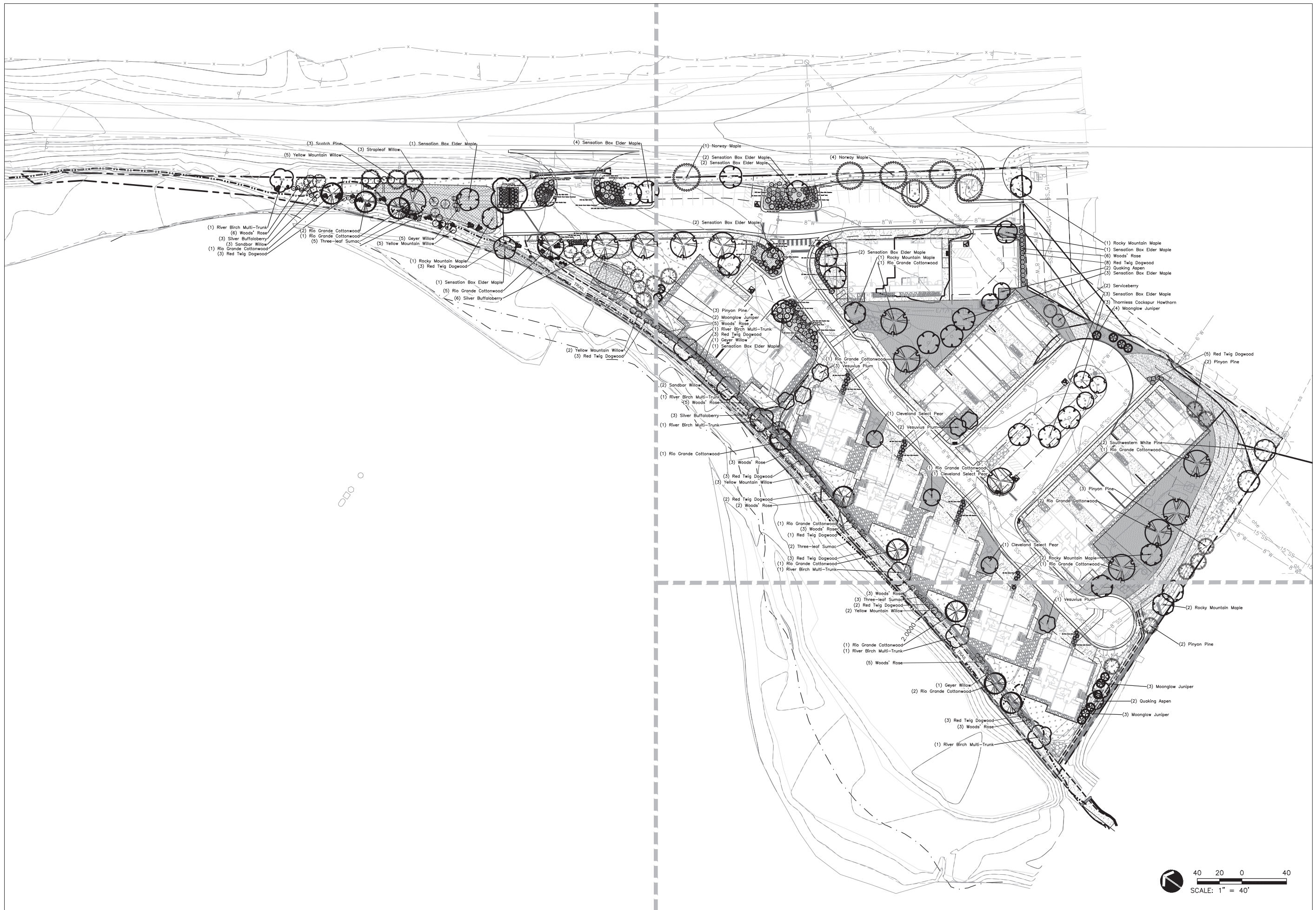
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 MAIN PLAT

SHEET TITLE:

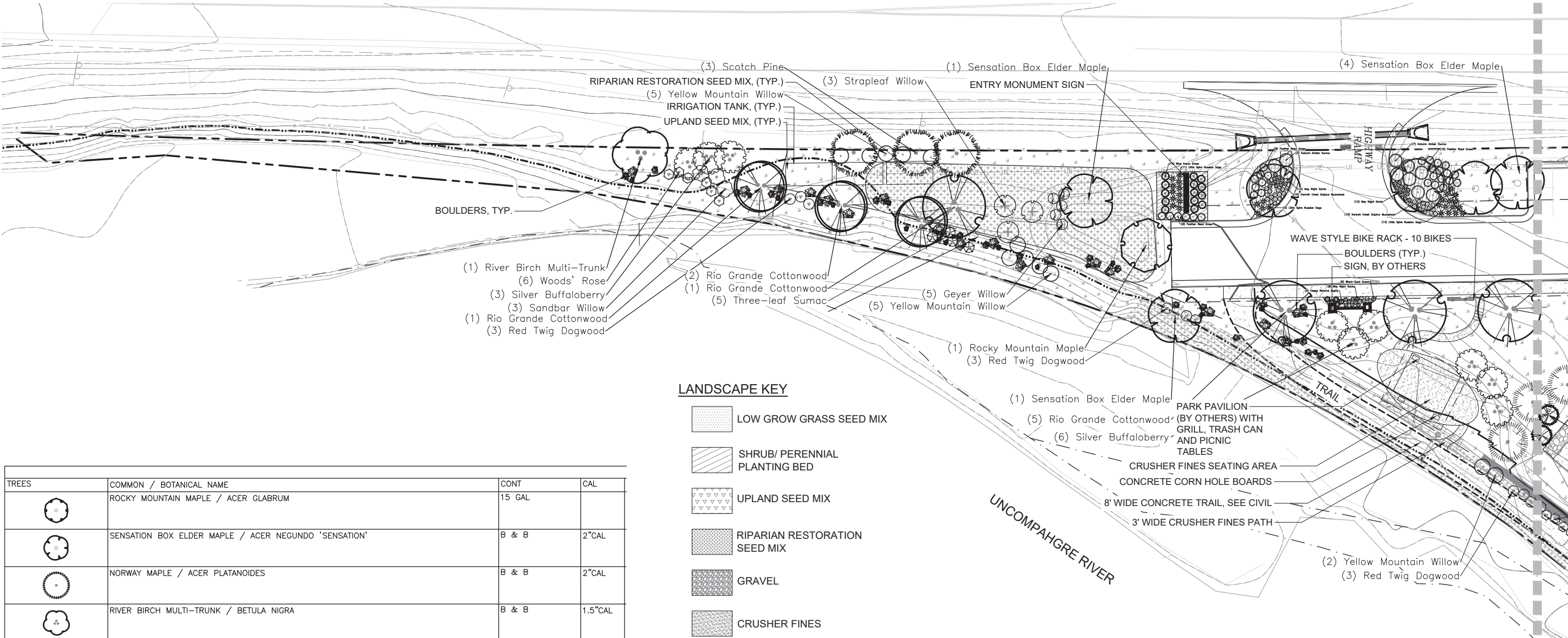
OVERALL  
LANDSCAPE  
PLAN















SHEET NUMBER:

## L1.1

























TREES	COMMON / BOTANICAL NAME	CONT	CAL
	ROCKY MOUNTAIN MAPLE / ACER GLABRUM	15 GAL	
	SENSATION BOX ELDER MAPLE / ACER NEGUNDO 'SENSATION'	B & B	2" CAL
	NORWAY MAPLE / ACER PLATANOIDES	B & B	2" CAL
	RIVER BIRCH MULTI-TRUNK / BETULA NIGRA	B & B	1.5" CAL
	THORNLESS COCKSPUR HAWTHORN / CRATAEGUS CRUS-GALLI INERMIS TM	B & B	2" CAL
	RIO GRANDE COTTONWOOD / POPULUS FREMONTII WISLIZENI	15 GAL	1.5" CAL
	RIO GRANDE COTTONWOOD / POPULUS FREMONTII WISLIZENI	B & B	2" CAL
	QUAKING ASPEN / POPULUS TREMULOIDES	B & B	1.5" CAL
	VESUVIUS PLUM / PRUNUS CERASIFERA 'KRAUTER VESUVIUS'	B & B	2" CAL
	CLEVELAND SELECT PEAR / PYRUS CALLERYANA 'CLEVELAND SELECT'	B & B	2" CAL
EVERGREEN TREES	COMMON / BOTANICAL NAME	CONT	CAL
	MOONGLOW JUNIPER / JUNIPERUS SCOPULORUM 'MOONGLOW'	15 GAL OR B&B	
	PINYON PINE / PINUS EDULIS	B & B	
	SOUTHWESTERN WHITE PINE / PINUS STROBIFORMIS	B & B	
	SCOTCH PINE / PINUS SYLVESTRIS	B & B	

LANDSCAPE KEY

-  LOW GROW GRASS SEED MIX
-  SHRUB/ PERENNIAL PLANTING BED
-  UPLAND SEED MIX
-  RIPARIAN RESTORATION SEED MIX
-  GRAVEL
-  CRUSHER FINES

SHRUBS	COMMON / BOTANICAL NAME	CONT
	SERVICEBERRY / AMELANCHIER ALNIFOLIA	15 GAL
	RED TWIG DOGWOOD / CORNUS SERICEA	5 GAL
	ARCTIC FIRE DOGWOOD / CORNUS SERICEA 'ARCTIC FIRE'	5 GAL
	DWARF BLUE RABBITBRUSH / ERICAMERIA NAUSEOSA SPECIOSA	5 GAL
	APACHE PLUME / FALLUGIA PARADOXA	5 GAL
	RUSSIAN SAGE / PEROVSKIA ATRIPLICIFOLIA	5 GAL
	LITTLELEAF MOCKORANGE / PHILADELPHUS MICROPHYLLUS	5 GAL
	DWARF NINEBARK / PHYSOCARPUS OPULIFOLIUS 'NANUS'	5 GAL
	PAWNEE BUTTES SANDCHERRY / PRUNUS BESSEYI 'PAWNEE BUTTES'	5 GAL
	GRO-LOW SUMAC / RHUS AROMATICA 'GRO-LOW'	5 GAL
	THREE-LEAF SUMAC / RHUS TRILOBATA	5 GAL
	AUTUMN AMBER SUMAC / RHUS TRILOBATA 'AUTUMN AMBER'	5 GAL
	WOODS' ROSE / ROSA WOODSII ULTRAMONTANA	5 GAL

NOTE:  
-MIN TREES REQUIRED (1 TREE PER 3000 SF OF GROSS LOT AREA): 62 TREES (187,167 SF)

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RIVERFRONT VILLAGE  
LOT 1, TRIANGLE SUBDIVISION  
RIDGWAY, COLORADO

PROJECT NUMBER: 20139  
DATE: 03.04.2022  
DESIGNED: SC  
DRAWN: RM/GW/ST  
CHECKED: SC

REVISIONS:

JOB DESCRIPTION:  
FINAL PLAT

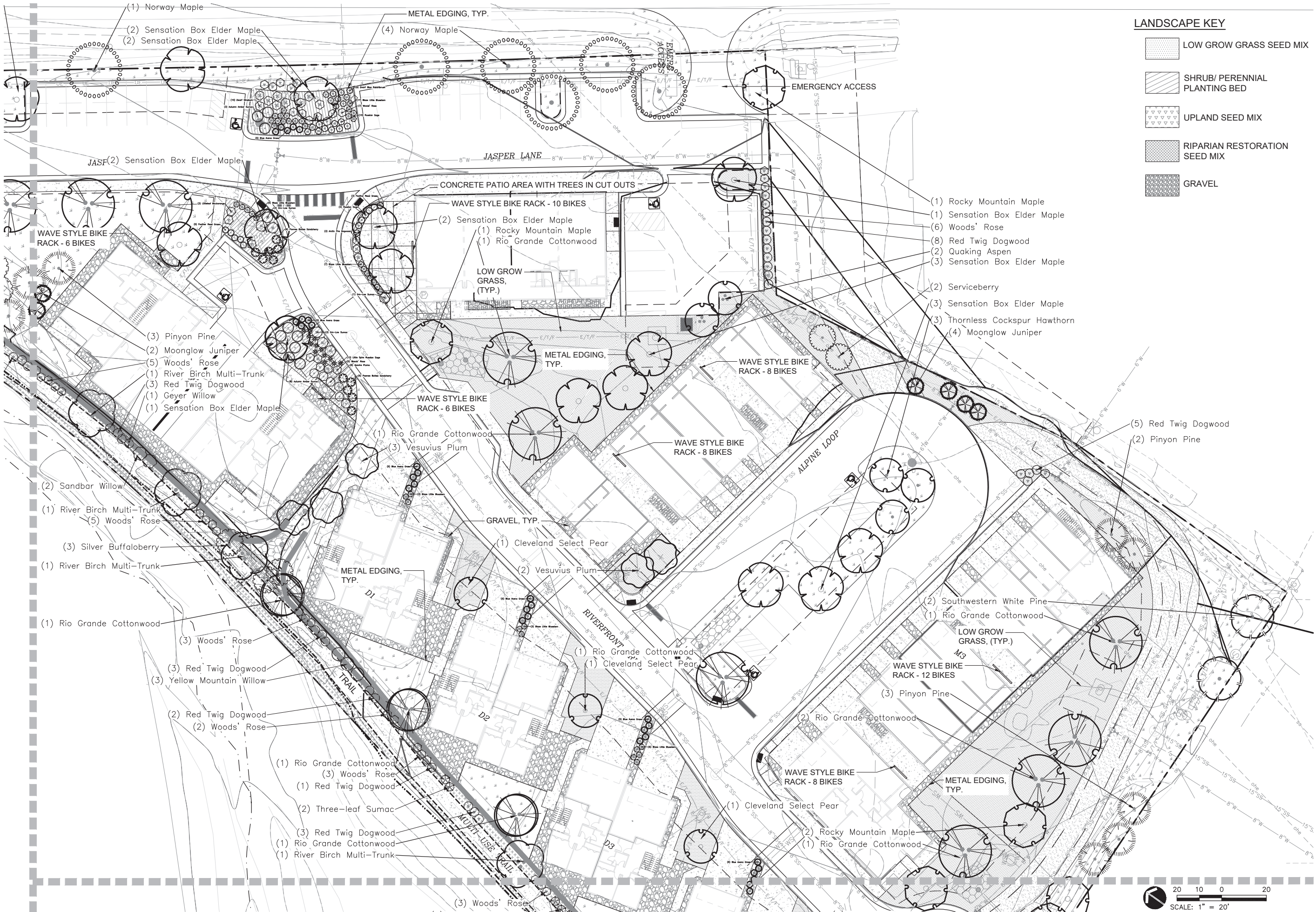
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LANDSCAPE  
PLANTING  
PLAN

SHEET NUMBER:

L1.2







RIVERFRONT VILLAGE  
LOT 1, TRIANGLE SUBDIVISION  
RIDGWAY, COLORADO

PROJECT NUMBER: 20139  
DATE: 03.04.2022

DESIGNED: SC  
DRAWN: RM/GW/ST  
CHECKED: SC

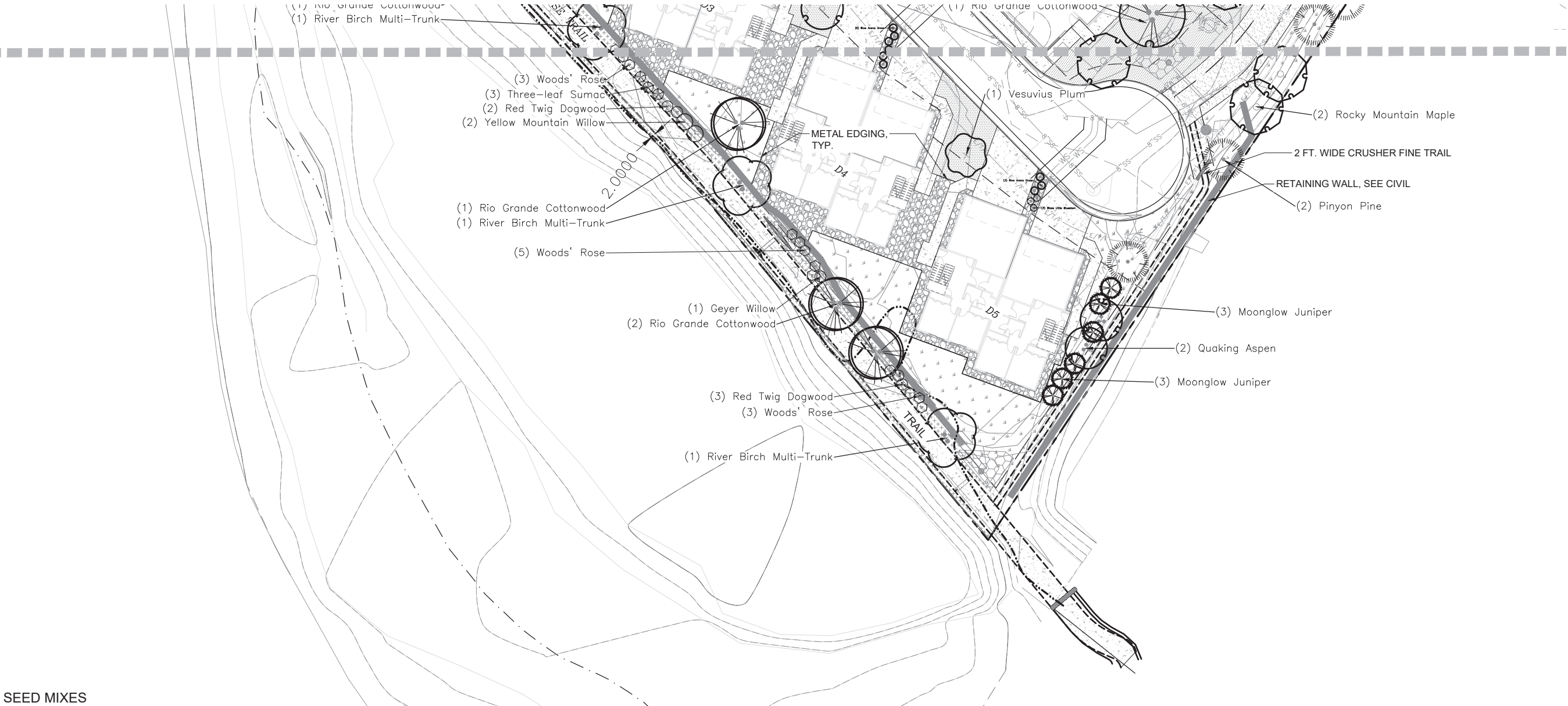
REVISIONS:

JOB DESCRIPTION:  
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PLANTING  
PLAN

SHEET NUMBER:

L1.4

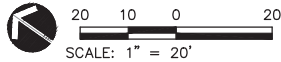


SEED MIXES

Upland Seed Mix			
Scientific Name	Common Name	Percentage	Seeding Rate PLS Lbs./acre
<i>Pascopyrum smithii</i>	Western Wheatgrass	30%	6.6
<i>Pseudoregneria spicata</i>	Bluebunch Wheatgrass ("secar" variety)	20%	4.4
<i>Elymus trachycaulus</i>	Slender Wheatgrass	15%	3.3
<i>Nassella viridula</i>	Green Needlegrass	15%	3.3
<i>Festuca idahoensis</i>	Idaho Fescue	5%	1.1
<i>Oryzopsis hymenoides</i>	Indian Ricegrass	5%	1.1
<i>Andropogon scoparius</i>	Little Bluestem	5%	1.1
<i>Koeleria macrantha</i>	Prairie Junegrass	5%	1.1
TOTAL		100%	22

Riparian Restoration Seed Mix			
Scientific Name	Common Name	Percentage	Seeding Rate PLS Lbs./acre
<i>Deschampsia caespitos</i>	Tufted Hairgrass	30%	10.8
<i>Elymus lanceolatus</i>	Streambank Wheatgrass	20%	7.2
<i>Pascopyron smithii</i>	Western Wheatgrass	20%	7.2
<i>Carex utriculata</i>	Beaked Sedge	10%	3.6
<i>Juncus balticus</i>	Baltic Rush	10%	3.6
<i>Poa palustris</i>	Fowl Bluegrass	10%	3.6
TOTAL		100%	36

Low Grow Grass Seed Mix			
Scientific Name	Common Name	Percentage	Seeding Rate PLS Lbs./acre
<i>Festuca glauca</i>	Blue Fescue	19%	4.2
<i>Poa secimda</i> spp. <i>Sandbergii</i>	Sandberg Blue	18%	3.9
<i>Festuca saximontana</i>	Rocky Mountain Fescue	14%	3.1
<i>Poa secunda</i> spp. <i>canbyi</i>	Canby Bluegrass	14%	3.1
<i>Boueloua gracilis</i>	Blue Grama	12%	2.6
<i>Bouteloua curtipendula</i>	Sideoats Grama	10%	2.2
<i>Oryzopsis hymenoides</i>	Indian Ricegrass	9%	1.9
<i>Poa alpina</i>	Alpine Bluegrass	2%	0.5
<i>Elymus elemoides</i>	Bottlebrush Squirreltail	2%	0.5
TOTAL		100%	22



LANDSCAPE KEY



LOW GROW GRASS SEED MIX



SHRUB/ PERENNIAL  
PLANTING BED



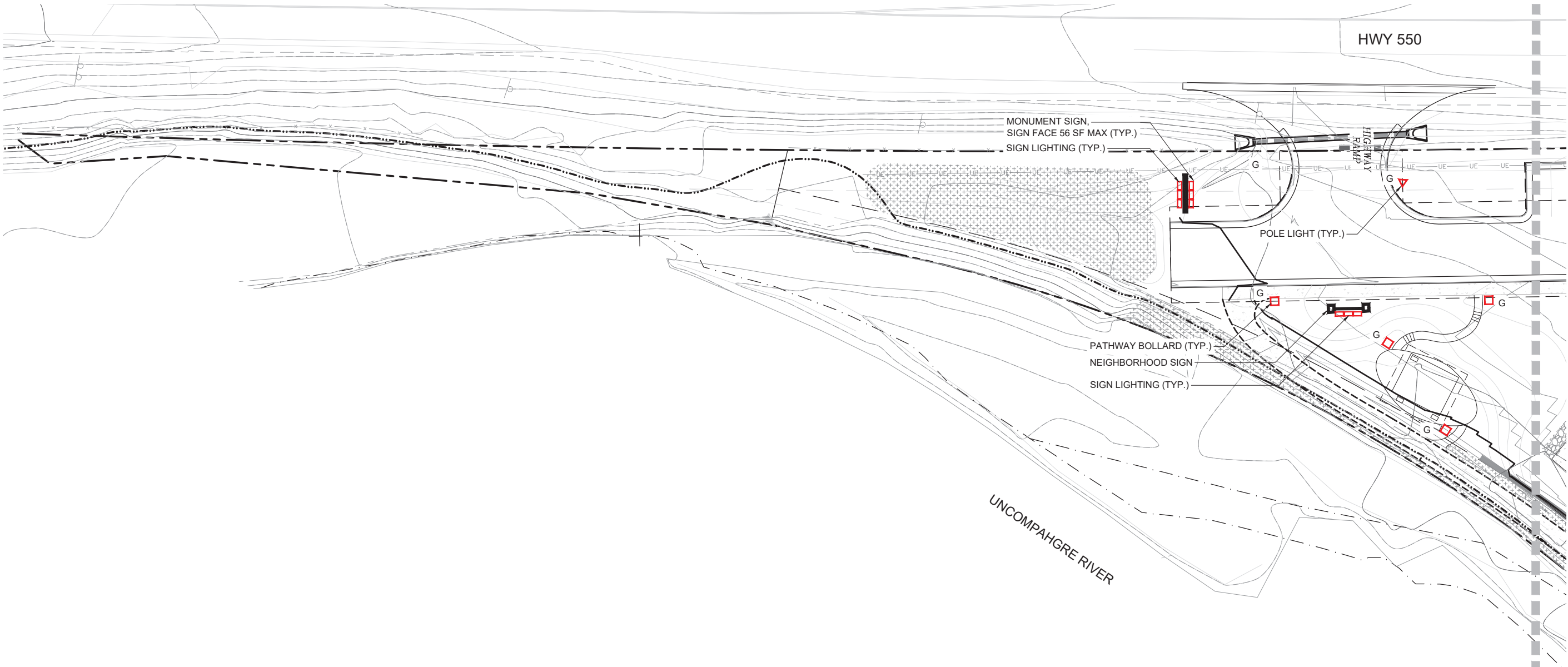
UPLAND SEED MIX



RIPARIAN RESTORATION  
SEED MIX



GRAVEL



KEY			FIXTURE	QTY	LUMENS/UNIT	CCT IN KELVINS/UNIT
G.F.	2nd.F.	3rd.F.				
			STEP LIGHTING -ALL FIXTURES MOUNTED 12" ABOVE WALKING SURFACE	44	68lm	3,000K/EA
			BUILDING ENTRY/EXIT -WALL SCONCE	103	1167lm	3,000K/EA
	NA	NA	COMMERCIAL FACADE LIGHTING -MOUNTED ABOVE 6'-6" -WALL SCONCE	5	800lm	3,000K/EA
	NA	NA	PATHWAY BOLLARD	10	280lm	3,000K/EA
	NA	NA	POLE LIGHT -PEDESTRIAN HEIGHT 11'-6"	6	500lm	3,000K/EA
	NA	NA	SIGN LIGHTING -DOWNLIT/SHIELDED	9	225lm	DUAL CCT 2,700-3,000K/EA

- NOTE:
- TOTAL LUMENS: 135,018 lm
  - LUMENS ALLOWED (25,000lm/acre+2,000lm/unit): 181,500lm (4.3 acres, 38 units)
  - QUANTITIES IN TABLE REFLECT LIGHTING ON ALL FLOORS

- SIGNAGE NOTE:
- ALL BUILDING SIGNAGE SHALL BE PER TOWN OF RIDGWAY CODES AND STANDARDS. TO BE SUBMITTED AND REVIEWED BY TOWN AS OCCUPANCY OCCURS.

DHM DESIGN

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RIVERFRONT VILLAGE

LOT 1, TRIANGLE SUBDIVISION

RIDGWAY, COLORADO

PROJECT NUMBER: 20139

DATE: 03.04.2022

DESIGNED: SC

DRAWN: RM/GW/ST

CHECKED: SC

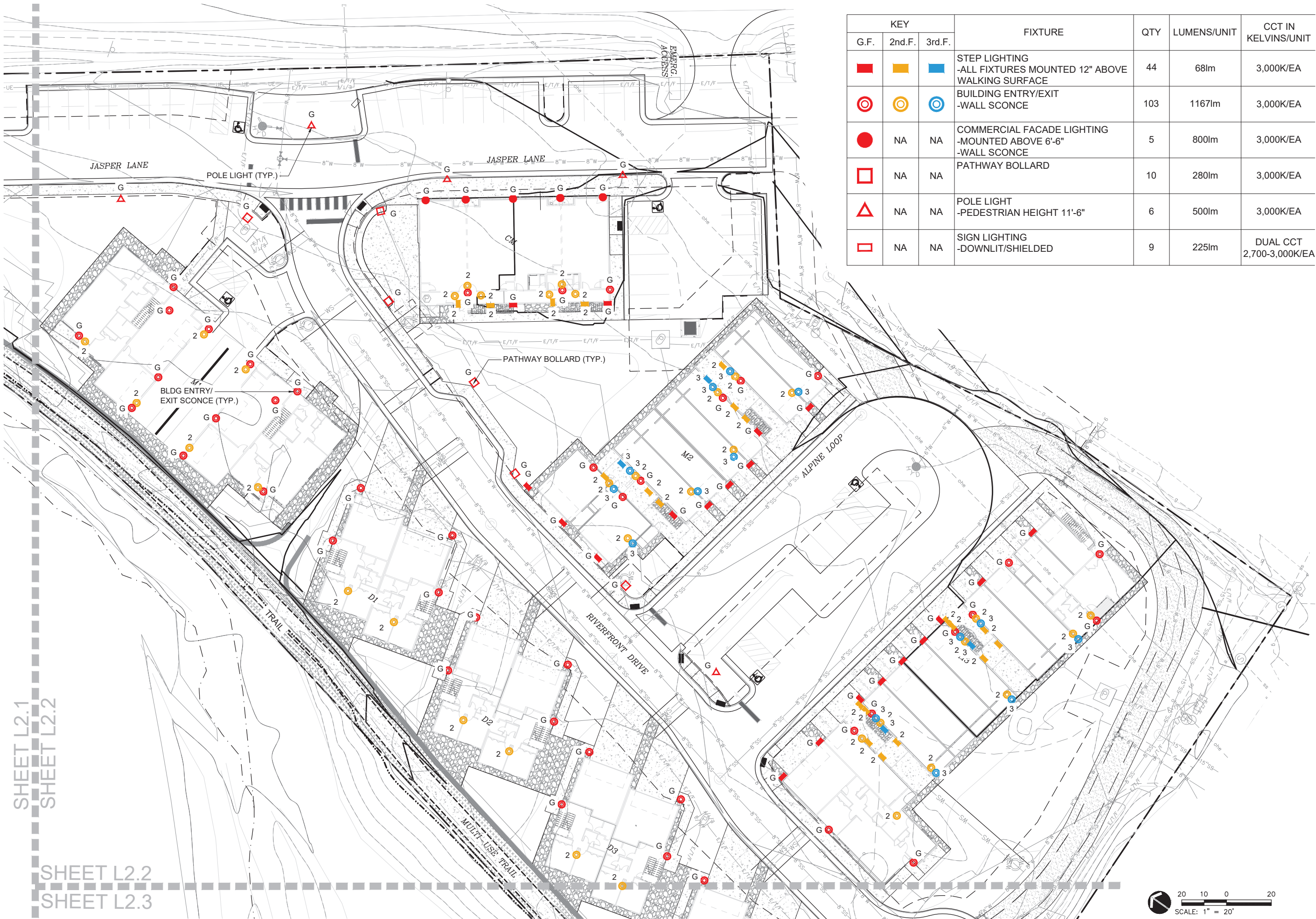
REVISIONS:

JOB DESCRIPTION: FINAL PLAT

SHEET TITLE: LIGHTING & SIGNAGE PLAN

SHEET NUMBER: L2.1





KEY			FIXTURE	QTY	LUMENS/UNIT	CCT IN KELVINS/UNIT
G.F.	2nd.F.	3rd.F.				
			STEP LIGHTING -ALL FIXTURES MOUNTED 12" ABOVE WALKING SURFACE	44	68lm	3,000K/EA
			BUILDING ENTRY/EXIT -WALL SCENCE	103	1167lm	3,000K/EA
	NA	NA	COMMERCIAL FACADE LIGHTING -MOUNTED ABOVE 6'-6" -WALL SCENCE	5	800lm	3,000K/EA
	NA	NA	PATHWAY BOLLARD	10	280lm	3,000K/EA
	NA	NA	POLE LIGHT -PEDESTRIAN HEIGHT 11'-6"	6	500lm	3,000K/EA
	NA	NA	SIGN LIGHTING -DOWNLIT/SHIELDED	9	225lm	DUAL CCT 2,700-3,000K/EA

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RIVERFRONT VILLAGE

LOT 1, TRIANGLE SUBDIVISION

RIDGWAY, COLORADO

PROJECT NUMBER: 20139

DATE: 03.04.2022

DESIGNED: SC

DRAWN: RM/GW/ST

CHECKED: SC

REVISIONS:

JOB DESCRIPTION:

FINAL PLAN

SHEET TITLE:

LIGHTING & SIGNAGE PLAN

SHEET NUMBER:

L2.2



KEY			FIXTURE	QTY	LUMENS/UNIT	CCT IN KELVINS/UNIT
G.F.	2nd.F.	3rd.F.				
			STEP LIGHTING -ALL FIXTURES MOUNTED 12" ABOVE WALKING SURFACE	44	68lm	3,000K/EA
			BUILDING ENTRY/EXIT -WALL SCONCE	103	1167lm	3,000K/EA
	NA	NA	COMMERCIAL FACADE LIGHTING -MOUNTED ABOVE 6'-6" -WALL SCONCE	5	800lm	3,000K/EA
	NA	NA	PATHWAY BOLLARD	10	280lm	3,000K/EA
	NA	NA	POLE LIGHT -PEDESTRIAN HEIGHT 11'-6"	6	500lm	3,000K/EA
	NA	NA	SIGN LIGHTING -DOWNLIT/SHIELDED	9	225lm	DUAL CCT 2,700-3,000K/EA

STEP LIGHTING



WAC LEDme 5"W Black Horizontal 3000K LED Step and Wall Light  
MODEL: WL-LED100FCBK  
3000K

BUILDING ENTRY/EXIT



WAC LIGHTING  
YESSEL  
MODEL: WS-W9101  
BLACK  
DOWN LIGHT ONLY  
3000K

COMMERCIAL FACADE LIGHTING

WAC LIGHTING  
Recessed Lighting



WAC Lighting Tube 5" Tall Single Light LED Outdoor Wall Sconce  
& 800 Lumens  
Model: WS-W2605-BZ

MODEL: WS-W2605BZ  
3000K

PATHWAY BOLLARD

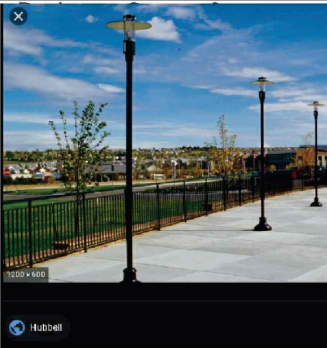


EuroFase 31911-023 Signature 120V 7 watt Aluminum Bollard  
MODEL: 131911-023  
25 5/8" HEIGHT  
GRAPHITE GREY  
3000K

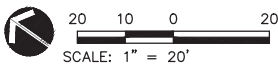
POLE LIGHT



ARCHITECTURAL AREA LIGHTING  
MODEL: PKWS-ANG  
LIGHT ENGINE 3000K CCT  
11'-6" HEIGHT



BLDG ENTRY/  
EXIT SCONCE (TYP.)



SIGN LIGHTING

HARDSCAPE - 12" DUAL CCT  
7121-27/30



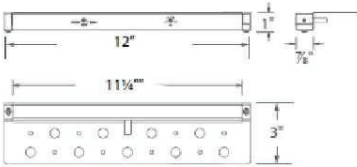
WAC  
LANDSCAPE LIGHTING

Fixture Type:

Catalog Number:

Project:

Location:



PRODUCT DESCRIPTION

Hardscape luminaire. Multiple mounting options with durable aluminum construction.

FEATURES

- Integrate brightness control, duo color temperature option
- Conveniently adapts into existing 12V system
- Translucent diffuser eliminates worrisome hotspots for even light projection
- Mounting options included; stainless steel under capstone brackets, clips and hardware
- Simple two screw mounting option into handrails, bench seats, decks, steps and fences
- IP66 rated, protected against high pressure water jets
- Potted electronics and conformal coated LEDs for long term moisture protection
- Maintains constant lumen output against voltage drop
- Includes 6 foot lead wire
- UL 1838 Listed

SPECIFICATIONS

Input: 9 - 15VAC (Transformer is required)  
Power: 7.0W / 7.3VA  
Brightness: 225 lm  
CRI: 90+  
Rated Life: 50,000 hours  
Standards: ULcUL Listed

RIVERFRONT  
VILLAGE

LOT 1, TRIANGLE  
SUBDIVISION  
RIDGWAY, CO 81432

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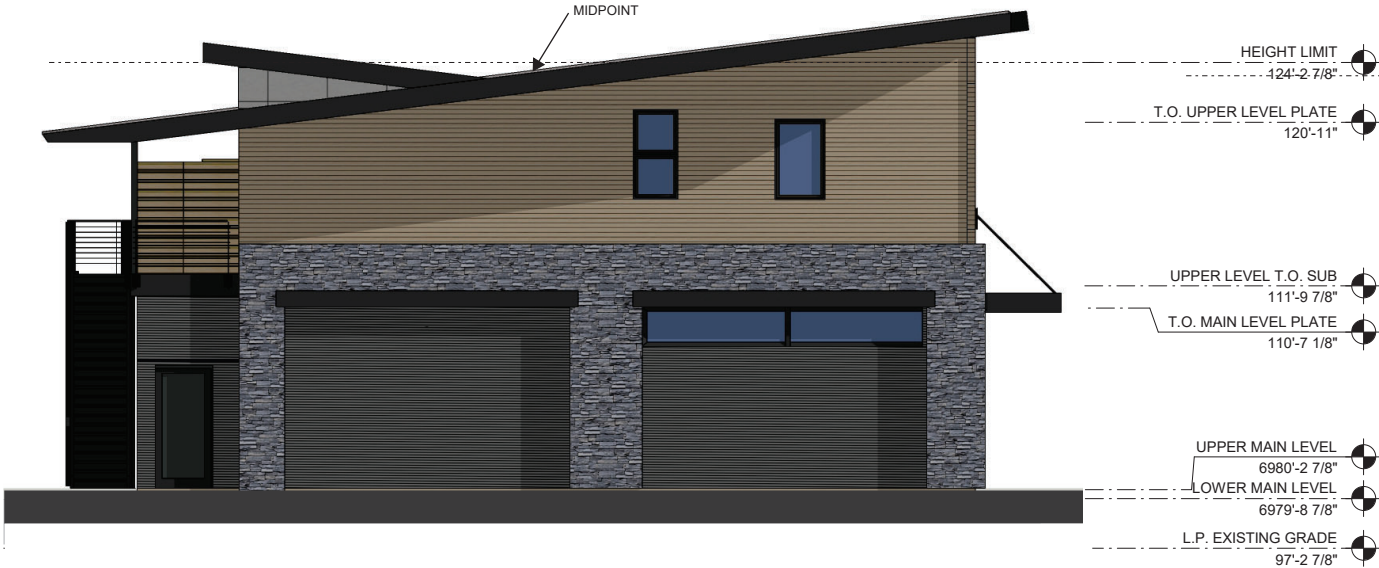
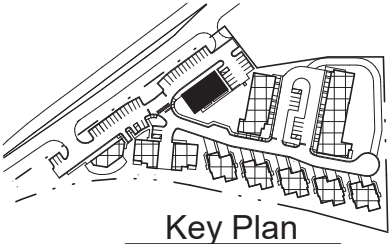
Revisions:

Rev#	Date	Description
6/18/20		PRELIM. PLAT SUB.
L1	11/19/20	PRELIM. PLAT RESUBMISSION

100% DD  
PROGRESS SET

EXTERIOR ELEVATIONS

A201



2 SOUTHEAST ELEVATION  
3/16" = 1'-0"



1 NORTHEAST ELEVATION  
3/16" = 1'-0"





RIVERFRONT  
VILLAGE  
LOT 1, TRIANGLE  
SUBDIVISION  
RIDGWAY, CO 81432

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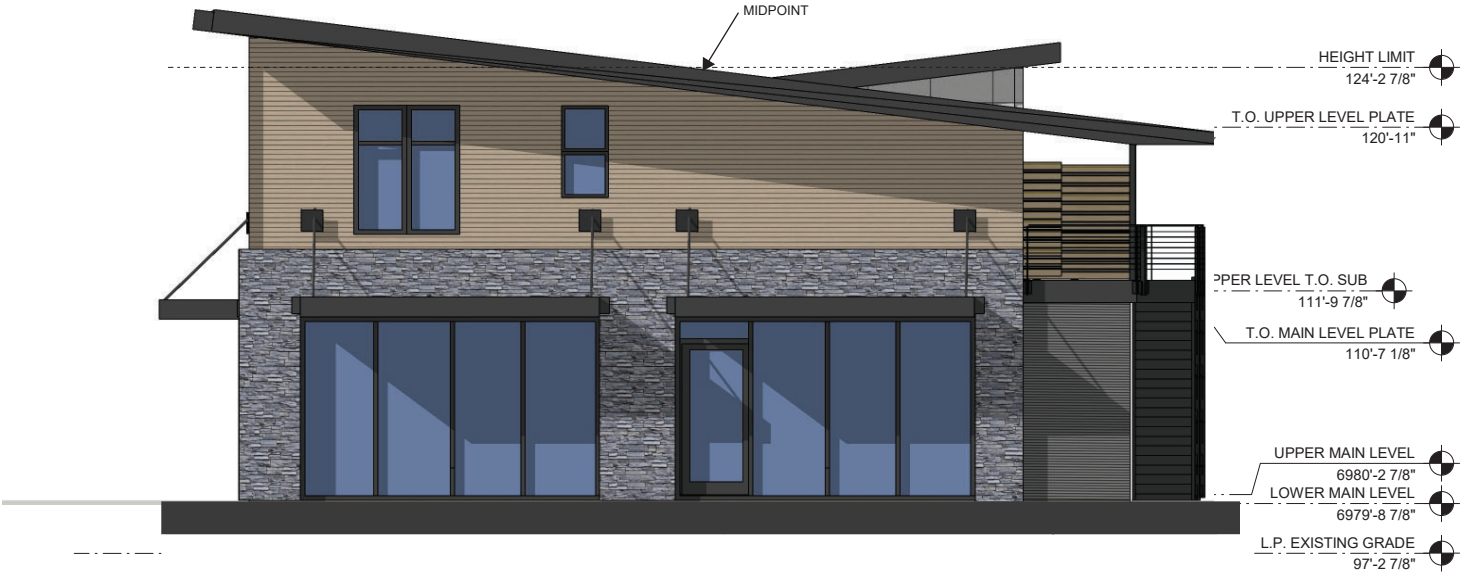
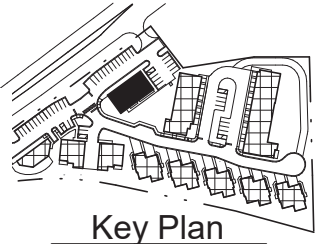
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Rev#	Date	Description
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100% DD  
PROGRESS SET

EXTERIOR ELEVATIONS

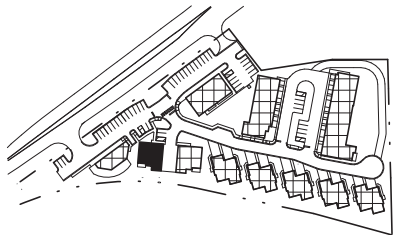
A202



4 NORTHWEST ELEVATION  
3/16" = 1'-0"



3 SOUTHWEST ELEVATION  
3/16" = 1'-0"  
↑ 3'-11 3/4" ↓



Key Plan - M1 A

RIVERFRONT  
VILLAGE

LOT 1, TRIANGLE  
SUBDIVISION  
RIDGWAY, CO 81432

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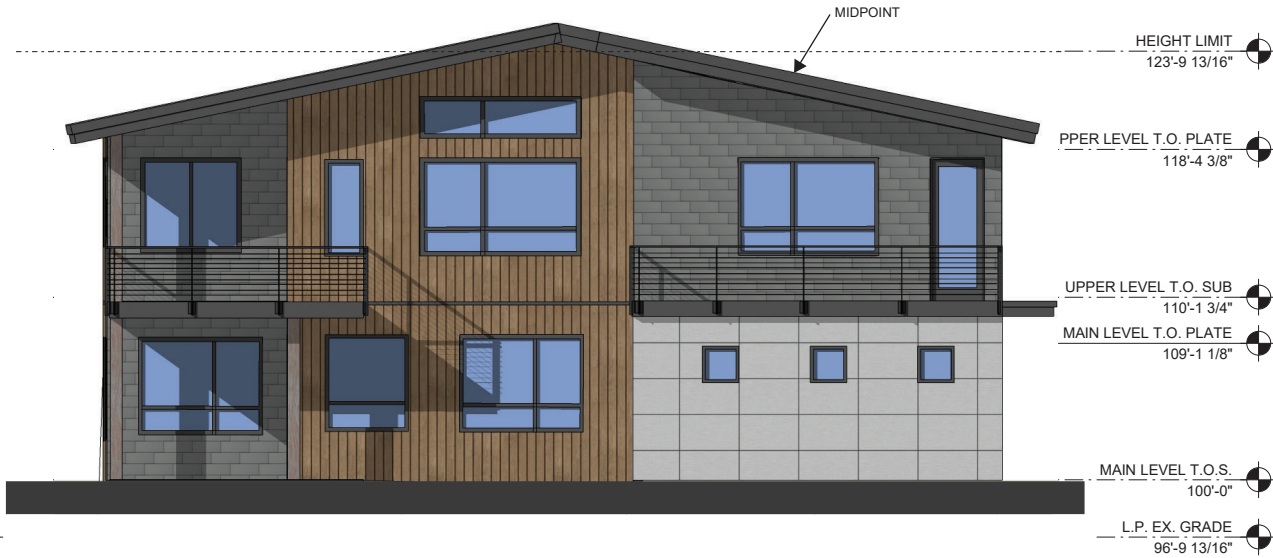
Revisions:

Rev#	Date	Description
6/18/20		PRELIM. PLAT SUB.
11/16/20		PRELIM. PLAT RESUBMISSION

100% DD  
PROGRESS SET

EXTERIOR ELEVATIONS - M1 A

A201A



2 WEST ELEVATION - M1 A  
3/16" = 1'-0"



1 EAST ELEVATION - M1 A  
3/16" = 1'-0"

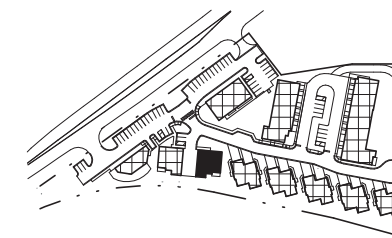


4 SOUTH ELEVATION - M1 A  
3/16" = 1'-0"



3 NORTH ELEVATION - M1 A  
3/16" = 1'-0"





Key Plan - M1 B

**RIVERFRONT  
VILLAGE**

LOT 1, TRIANGLE  
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RIDGWAY, CO 81432

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Project: 2017

Archive:

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Revisions:

Rev#	Date	Description
L1	6/18/20 11/16/20	PRELIM. PLAT SUB. PRELIM. PLAT RESUBMISSION

**100% DD  
PROGRESS SET**

EXTERIOR ELEVATIONS - M1 B

**A201B**



**4 SOUTH ELEVATION - M1 B**  
3/16" = 1'-0"



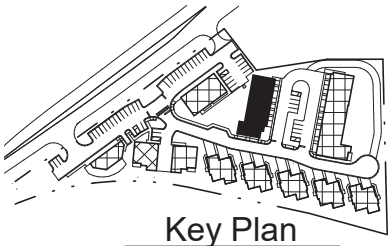
**2 EAST ELEVATION - M1 B**  
3/16" = 1'-0"



**3 NORTH ELEVATION - M1 B**  
3/16" = 1'-0"



**1 WEST ELEVATION - M1 B**  
3/16" = 1'-0"



**WEST ELEVATION**  
3/16" = 1'-0"



**SOUTH ELEVATION**  
3/16" = 1'-0"



RIVERFRONT  
VILLAGE

LOT 1, TRIANGLE  
SUBDIVISION  
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Project: 2017

Archive:

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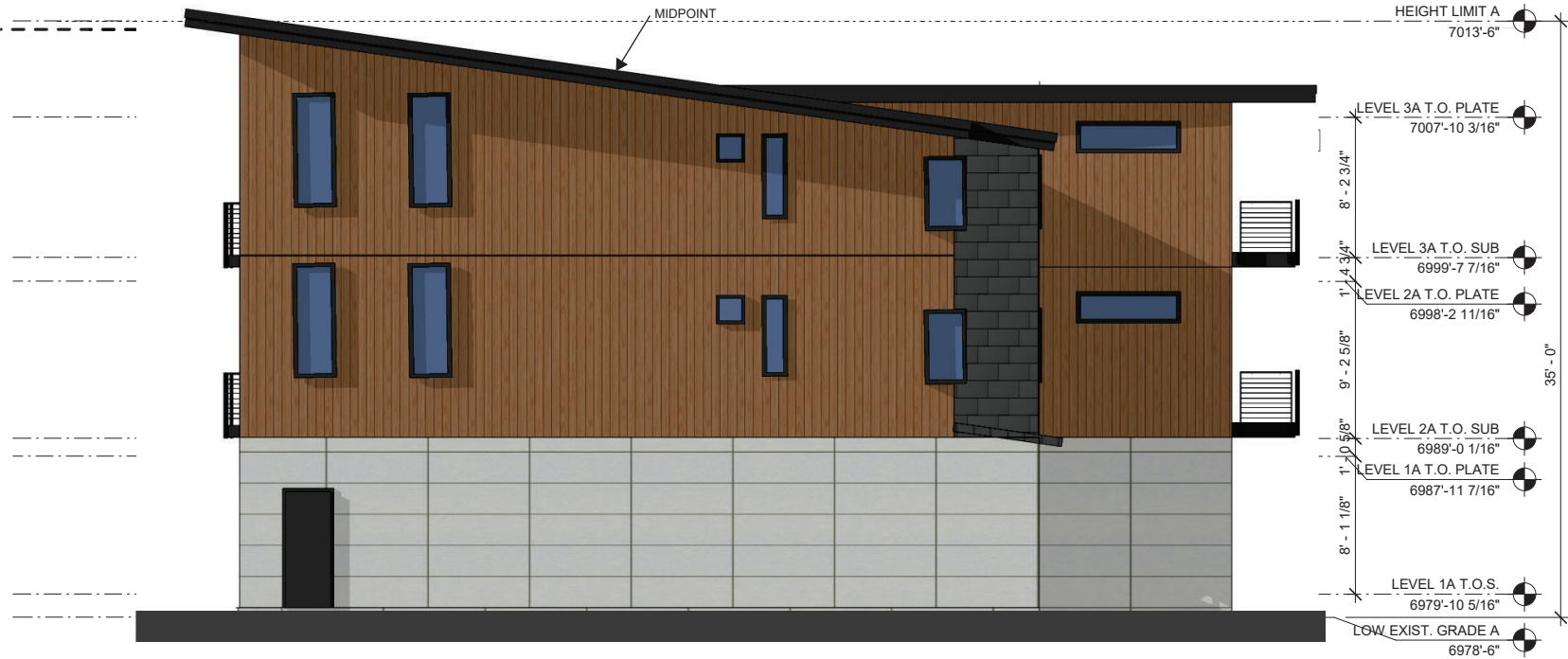
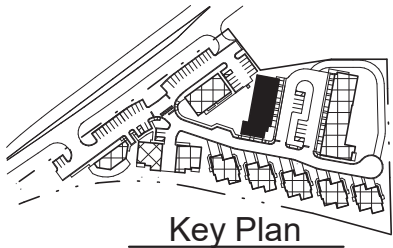
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100% DD  
PROGRESS SET

EXTERIOR ELEVATIONS

A202

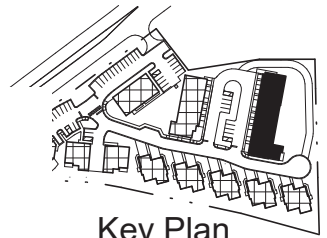


4 EAST ELEVATION  
3/16" = 1'-0"



3 NORTH ELEVATION  
3/16" = 1'-0"

**RIVERFRONT  
VILLAGE**  
LOT 1, TRIANGLE  
SUBDIVISION  
RIDGWAY, CO 81432

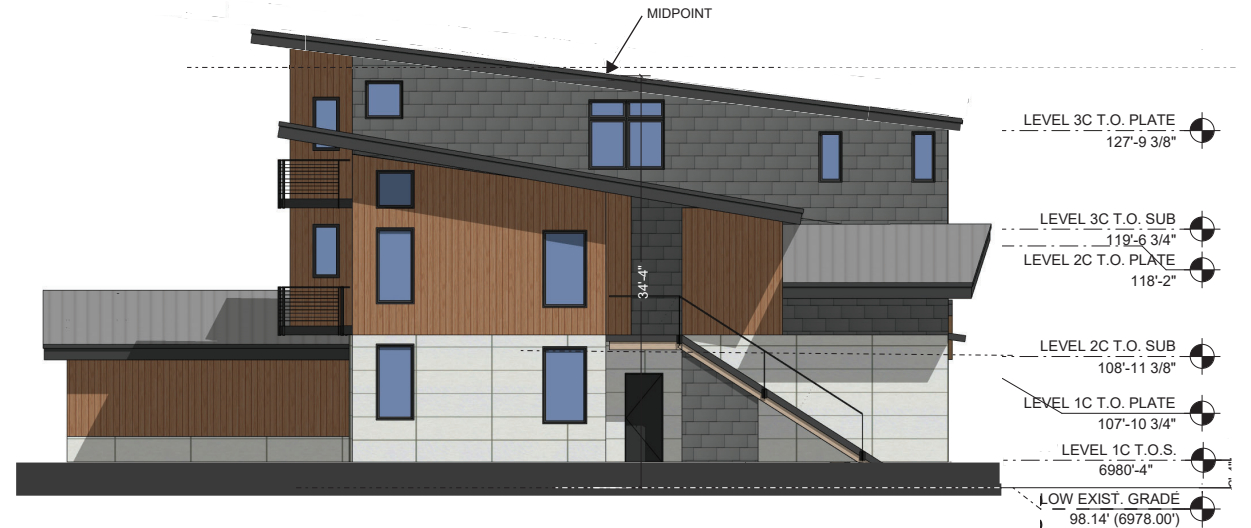


**Key Plan**

- LEVEL 3C T.O. PLATE  
127'-9 3/8"
- LEVEL 3C T.O. SUB  
119'-6 3/4"
- LEVEL 2C T.O. PLATE  
118'-2"
- LEVEL 2C T.O. SUB  
108'-11 3/8"
- LEVEL 1C T.O. PLATE  
107'-10 3/4"
- LEVEL 1C T.O.S.  
6980'-4"



**3 SOUTH ELEVATION**  
1/8" = 1'-0"



- LEVEL 3C T.O. PLATE  
127'-9 3/8"
- LEVEL 3C T.O. SUB  
119'-6 3/4"
- LEVEL 2C T.O. PLATE  
118'-2"
- LEVEL 2C T.O. SUB  
108'-11 3/8"
- LEVEL 1C T.O. PLATE  
107'-10 3/4"
- LEVEL 1C T.O.S.  
6980'-4"
- LOW EXIST. GRADE  
98.14' (6978.00')

**2 EAST ELEVATION**  
1/8" = 1'-0"

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Full Size: 0' 1' 2'

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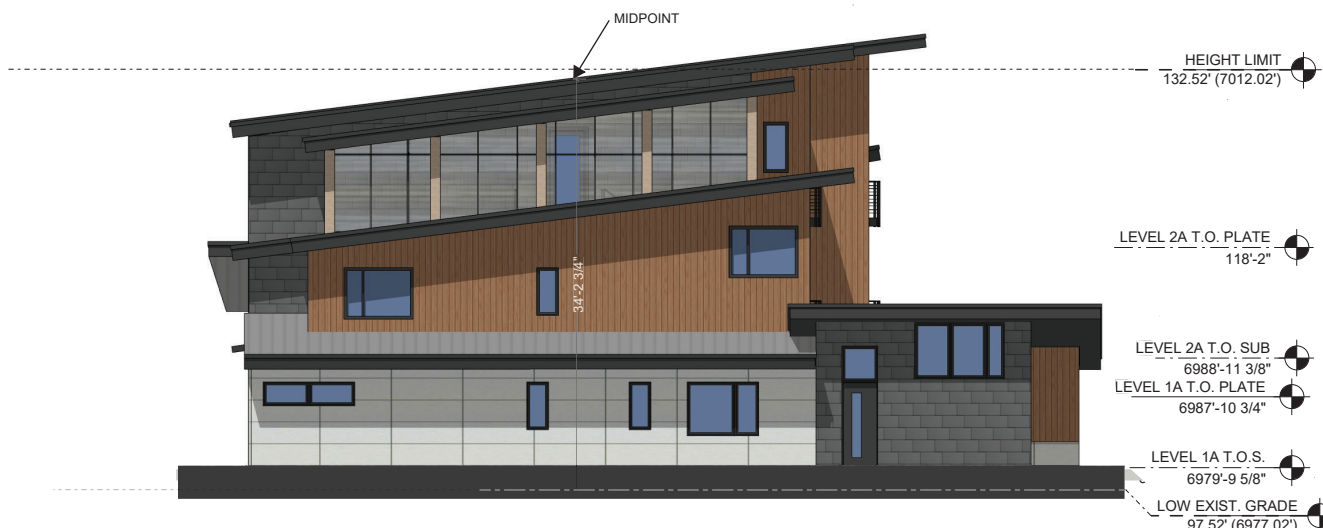
LOW EXIST. GRADE  
97.52' (6977.02')

**100% DD  
PROGRESS SET**

EXTERIOR ELEVATIONS

**A201**

**4 WEST ELEVATION**  
1/8" = 1'-0"



- HEIGHT LIMIT  
132.52' (7012.02')
- LEVEL 2A T.O. PLATE  
118'-2"
- LEVEL 2A T.O. SUB  
6988'-11 3/8"
- LEVEL 1A T.O. PLATE  
6987'-10 3/4"
- LEVEL 1A T.O.S.  
6979'-9 5/8"
- LOW EXIST. GRADE  
97.52' (6977.02')

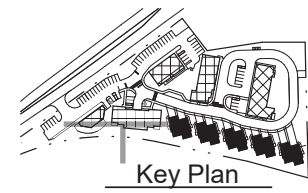
**1 NORTH ELEVATION**  
1/8" = 1'-0"



- LEVEL 3C T.O. PL.  
127'-9 3/8"
- LEVEL 3C T.O. SU  
119'-6 3/4"
- LEVEL 2C T.O. PL.  
118'-2"
- LEVEL 2C T.O. SU  
108'-11 3/8"
- LEVEL 1C T.O. PL.  
107'-10 3/4"
- LEVEL 1C T.O.S.  
6980'-4"
- LOW EXIST. GRADE EAST  
6978'-0"

- LEVEL 2A T.O. PLATE  
118'-2"
- LEVEL 2A T.O. SUB  
6988'-11 3/8"
- LEVEL 1A T.O. PLATE  
6987'-10 3/4"
- LEVEL 1A T.O.S.  
6979'-9 5/8"
- LOW EXIST. GRADE WEST  
6977'-0 1/4"





**RIVERFRONT  
VILLAGE**

LOT 1, TRIANGLE  
SUBDIVISION  
RIDGWAY, CO 81432

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Project: 2017  
Architect:   
Plot Date: 10/29/2020 1:50:43 PM

Revisions:

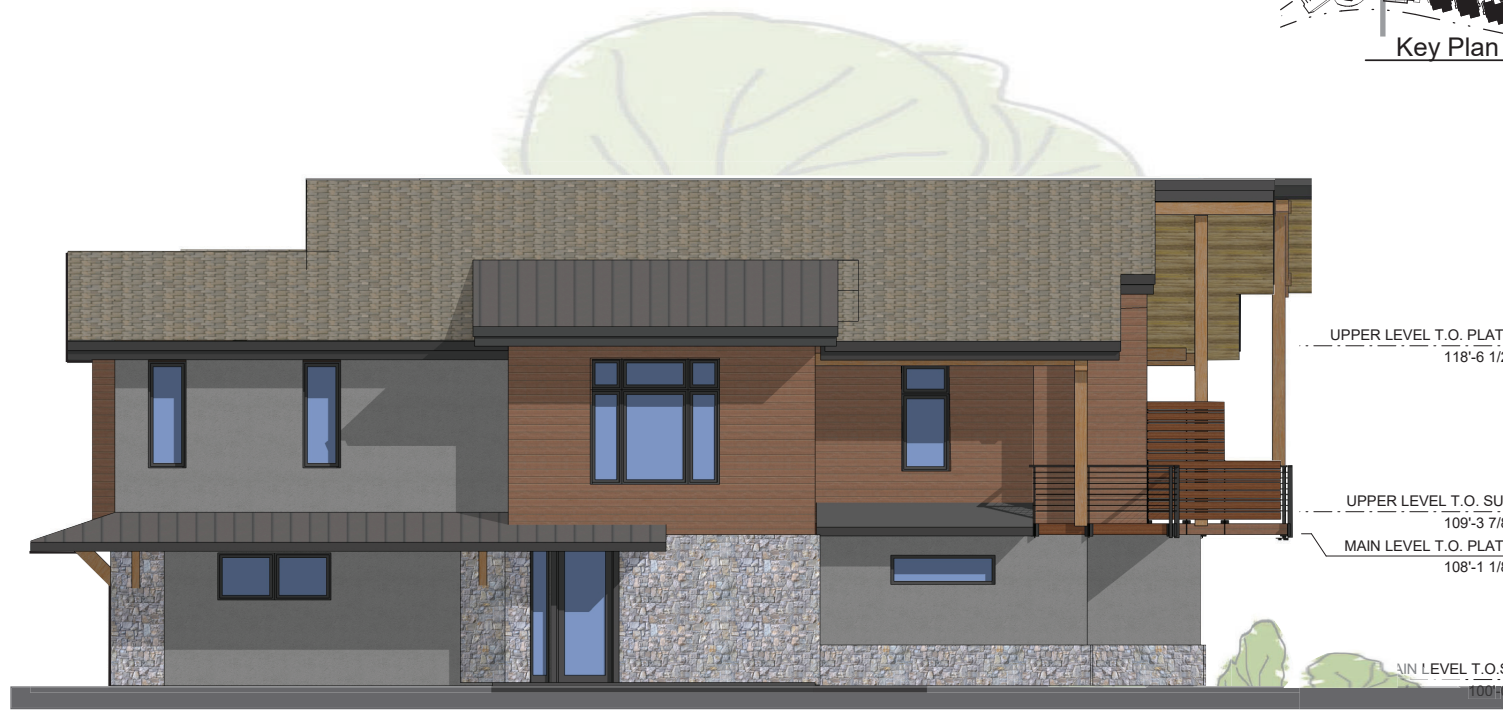
Rev#	Date	Description
L2	04/09/21	PRELIM. PLAT. RESUBMISSION

**PRELIMINARY  
PLAT  
RESUBMISSION**

TOWNHOME TYPE A  
EXTERIOR ELEVATIONS



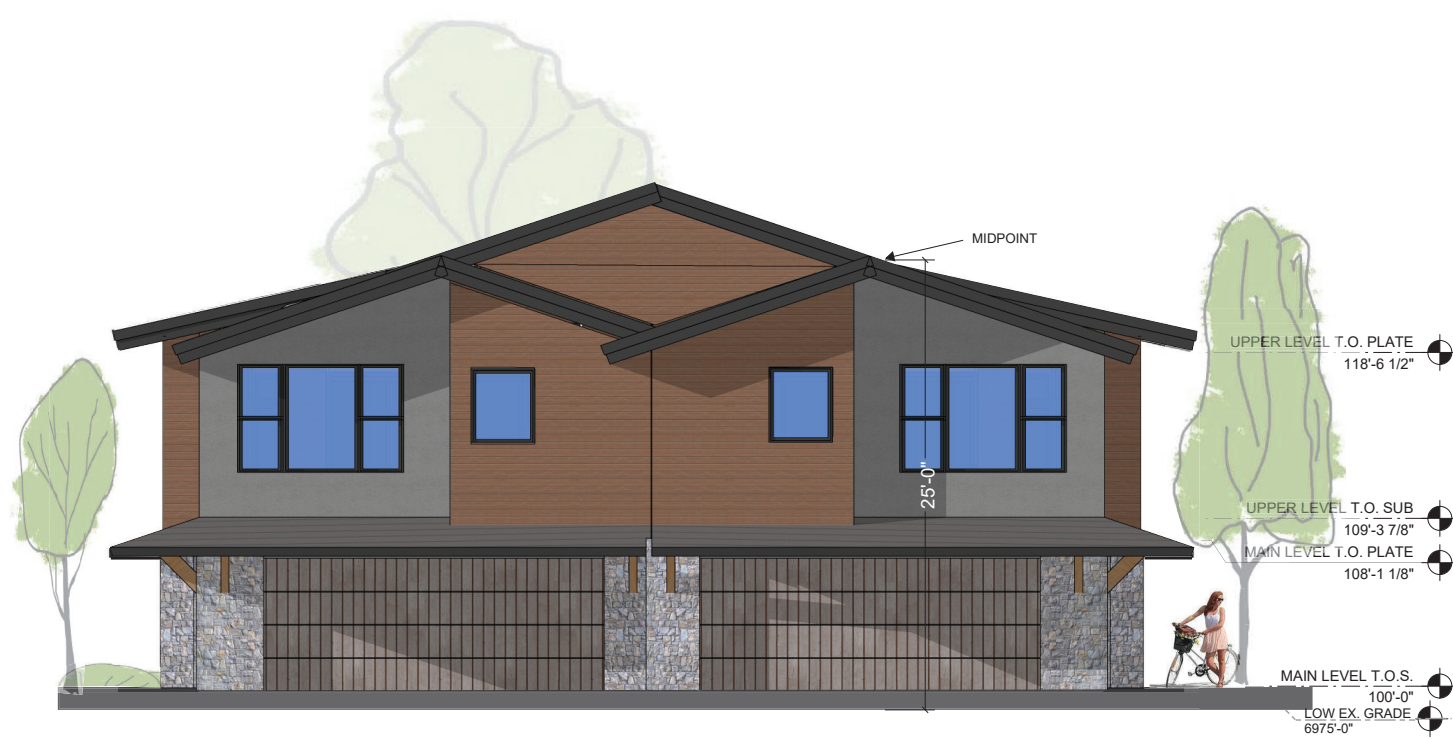
3 WEST ELEVATION  
3/16" = 1'-0"



4 NORTH ELEVATION  
3/16" = 1'-0"

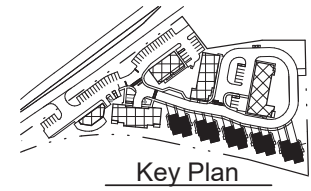


2 SOUTH ELEVATION  
3/16" = 1'-0"



1 EAST ELEVATION  
3/16" = 1'-0"





**RIVERFRONT  
VILLAGE**

LOT 1, TRIANGLE  
SUBDIVISION  
RIDGWAY, CO 81432

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Full Size: 0" 1" 2"

Date: 11.06.2020

Project: 2017

Plot Date: 10/29/2020 1:50:44 PM

Revisions:

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L2	04/09/21	PRELIM. PLAT. RESUBMISSION



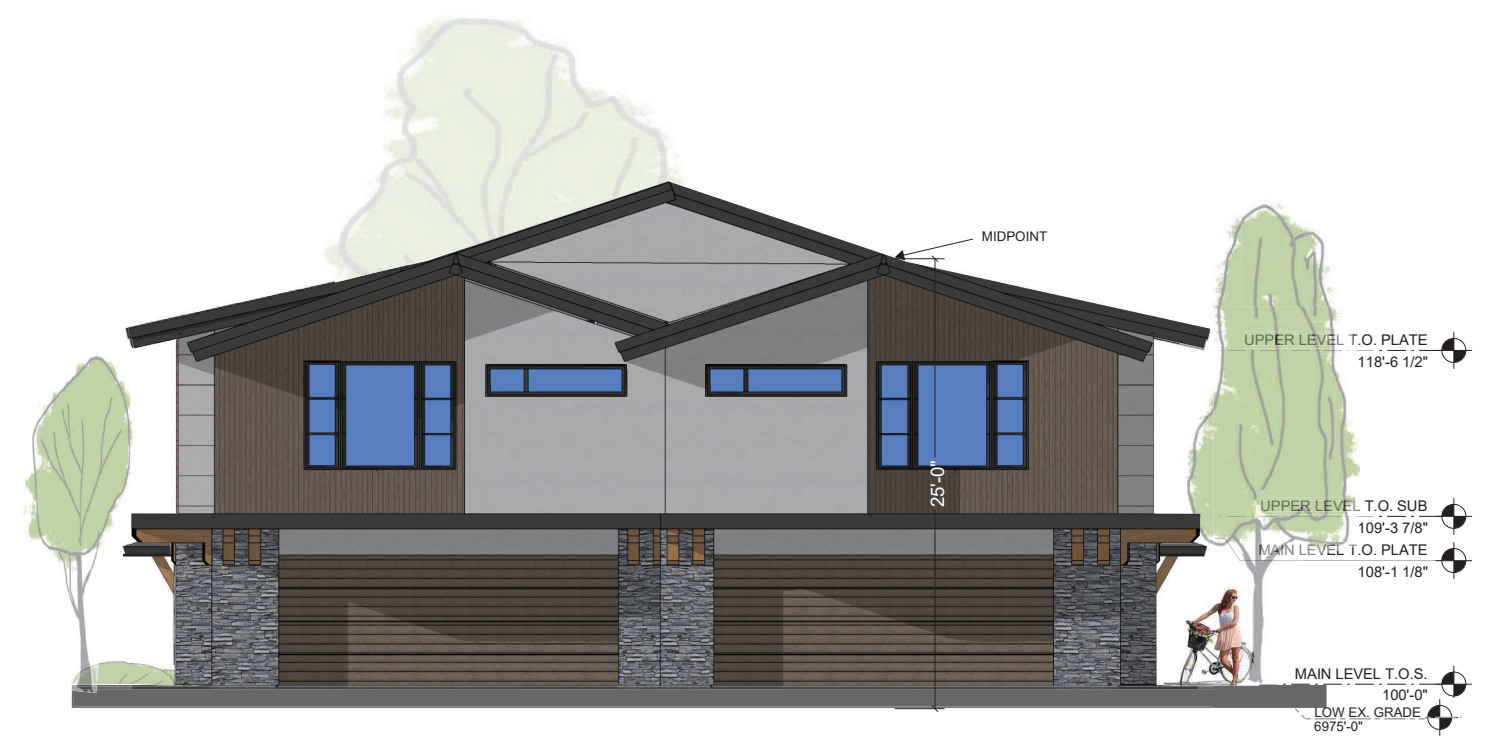
3 WEST ELEVATION  
3/16" = 1'-0"



4 NORTH ELEVATION  
3/16" = 1'-0"



2 SOUTH ELEVATION  
3/16" = 1'-0"



1 EAST ELEVATION  
3/16" = 1'-0"

**PRELIMINARY  
PLAT  
RESUBMISSION**

**TOWNHOME TYPE B  
EXTERIOR ELEVATIONS**



RIVERFRONT  
VILLAGE

LOT 1, TRIANGLE  
SUBDIVISION  
RIDGWAY, CO 81432

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Project: 2017

Archive:

Plot Date: 10/29/2020 1:50:44 PM

Revisions:

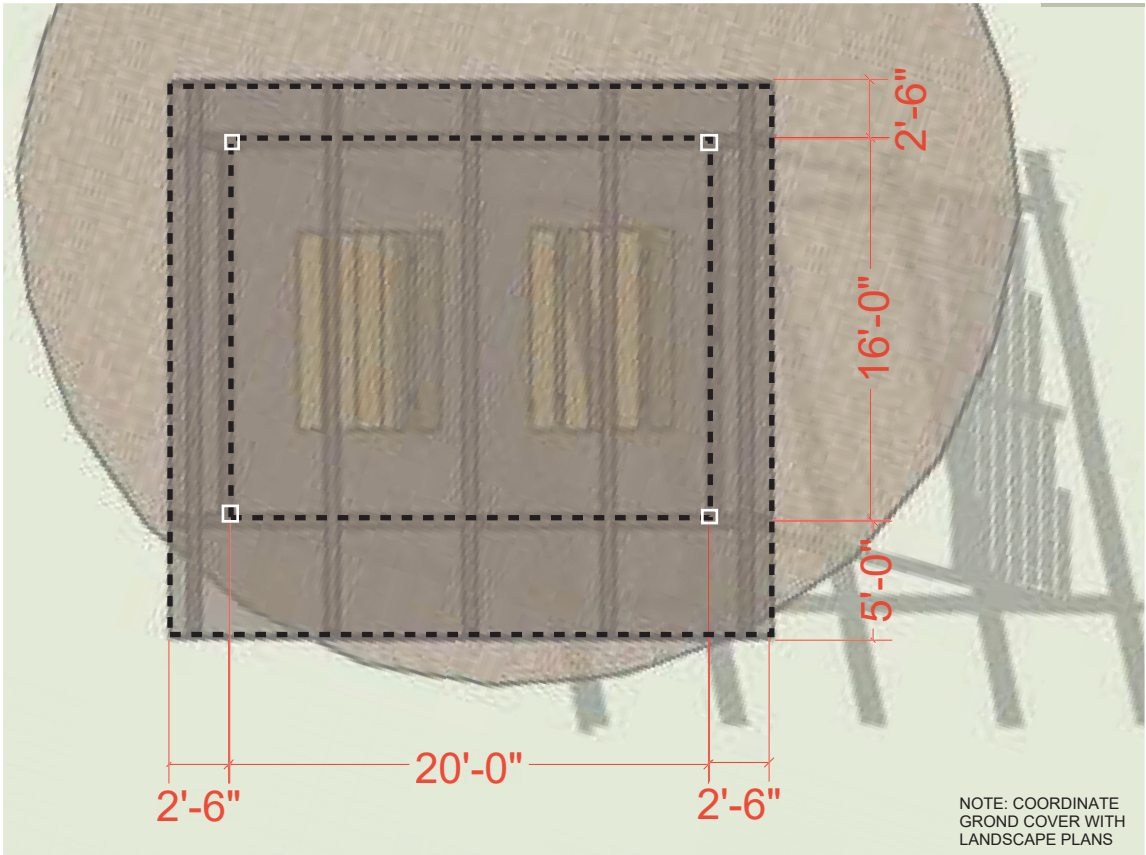
Rev#	Date	Description
6/18/20		PRELIM. PLAT SUB.
L2	04/09/21	PRELIM. PLAT. RESUBMISSION

PRELIMINARY  
PLAT  
RESUBMISSION

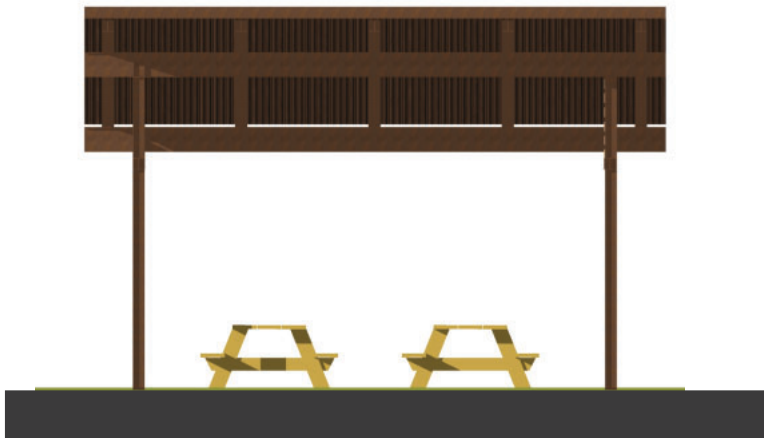
PARK PAVILION  
PLAN AND ELEVATIONS



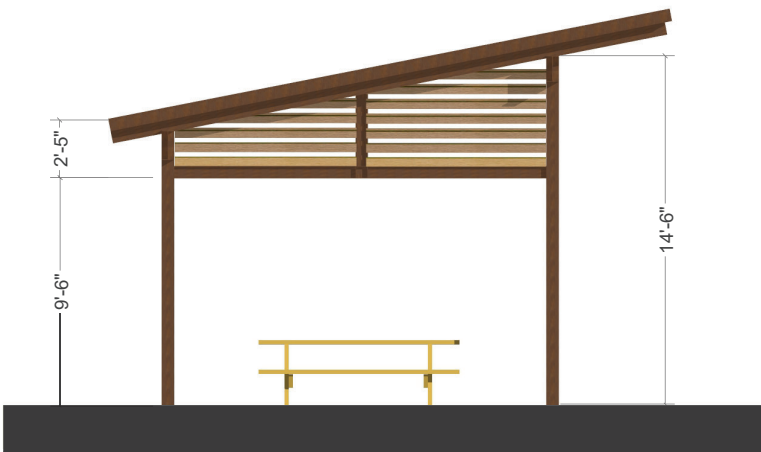
SPECIFICATION: STRUCTURE: STEEL I-BEAM STRUCTURAL SECTION NATURAL FINISH  
ROOFING: CORRUGATED PRE-FINISHED SIMULATED RUST  
INFILL PANELS: 2x CEDAR



1 PLAN - COMPOSITE ROOF AND STRUCTURE  
1/4" = 1'-0"



3 WEST ELEVATION  
1/4" = 1'-0"



2 NORTH ELEVATION  
1/4" = 1'-0"



**Huddleston-Berry**  
Engineering & Testing, LLC

---

**GEOTECHNICAL INVESTIGATION  
TRIANGLE LOT  
RIDGWAY, COLORADO  
PROJECT #02064-0001**

**MOUNTAINEER CONSTRUCTION  
PO BOX 2794  
TELLURIDE, COLORADO 81435**

**APRIL 27, 2020**

---

**Huddleston-Berry Engineering and Testing, LLC  
2789 Riverside Parkway  
Grand Junction, Colorado 81501**

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### FIGURES

Figure 1 – Site Location Map

Figure 2 – Site Plan

### APPENDICES

Appendix A – Test Pit Logs from Previous Investigations

Appendix B – Test Pit Logs from Current Investigation

Appendix C – Laboratory Testing Results from Previous Investigations



## 1.0 INTRODUCTION

As part of extensive development in Western Colorado, a new mixed-use development is proposed in Ridgway. As part of the development process, Huddlestone-Berry Engineering and Testing, LLC (HBET) was retained by Mountaineer Construction to conduct a supplemental geotechnical investigation at the site.

### 1.1 Previous Work

A previous geotechnical investigations was conducted at the site in 2003. The investigation was summarized in the following report:

- *Geotechnical Evaluation, Ridgeway Hot Springs, Uncompahgre River, Ridgeway, Colorado* by Western Technologies, Inc. for Alpha Inn Management, March 12, 2003.

### 1.2 Scope

As discussed above, a supplemental geologic hazards and geotechnical investigation was conducted for a proposed mixed-use development in Ridgway, Colorado. The scope of the investigation included the following components:

- Conducting a subsurface investigation to evaluate the subsurface conditions at the site and supplement the information in the referenced report.
- Providing recommendations for foundation type and subgrade preparation.
- Providing recommendations for bearing capacity.
- Providing recommendations for lateral earth pressure.
- Providing recommendations for drainage, grading, and general earthwork.
- Providing recommendations for pavements.

The investigation and report were completed by a Colorado registered professional engineer in accordance with generally accepted geotechnical and geological engineering practices. This report has been prepared for the exclusive use of Mountaineer Construction.

### 1.3 Site Location

The site is located between the Uncompahgre River and Highway 550, just north of Highway 62 in Ridgway, Colorado. The project location is shown on Figure 1 – Site Location Map.

### 1.4 Proposed Construction

The proposed construction is anticipated to include new townhomes, new apartment buildings, and/or new commercial buildings.

## **2.0 FIELD INVESTIGATION**

### **2.1 Previous Subsurface Investigations**

The previous subsurface investigation was conducted in February 2003 and consisted of nine test pits across the site. The test pits were excavated to depths of between 8 and 10 feet below the existing ground surface. The locations of the test pits are shown on Figure 2 – Site Plan. Typed test pit logs are included in Appendix A.

As indicated on the logs, the subsurface conditions at the site were slightly variable. Most of the test pits in the central portion of the site encountered brown, moist to wet, loose to medium dense gravel soils with some sand and cobbles. However, in the southwestern portion of the site near the Uncompahgre River, fill materials and/or sand and gravel soils were encountered to a depth of 5 feet where the gravels encountered in the other test pits were present.

In the northern portion of the site, fill materials and/or sandy silt were encountered to depths of between 5 and 8 feet. The gravels encountered in the central portion of the site were present below the fill. Groundwater was encountered across the site at depths of between 7 and 9 feet.

### **2.2 Current Subsurface Investigation**

The current subsurface investigation was conducted on March 26<sup>th</sup>, 2020 and consisted of four borings drilled to depths of between 18 and 20 feet below the existing ground surface. The locations of the borings are shown on Figure 2 – Site Plan. Typed boring logs are included in Appendix B. Samples of the subsurface soils were collected during Standard Penetration Testing (SPT) and using bulk sampling methods at the locations shown on the logs.

As indicated on the logs, the subsurface conditions at the site were slightly variable. However, the borings generally encountered brown, moist to wet, medium dense sandy gravel soils from the ground surface to depths of between 9 and 14 feet. The gravel was underlain by brown, wet, loose to medium dense silty, clayey sand soils to the bottoms of the borings. Groundwater was encountered during the current investigation at depths of between 8 and 11 feet.

## **3.0 LABORATORY TESTING**

### **3.1 Previous Subsurface Investigation**

Laboratory testing results from the previous subsurface investigation indicate that the shallow native soils range from non-plastic to slightly plastic. In addition, the shallow native soils were indicated to have a slight potential for expansion, with up to approximately 2.3% expansion measured in the laboratory. The laboratory testing results from the previous investigation are included in Appendix C.

## 4.0 RECOMMENDATIONS

### 4.1 Foundations

The shallow subsurface conditions encountered during the current investigation were fairly similar to those encountered during the previous investigation. However, the deeper geotechnical borings indicated that the native gravel soils are underlain by lower density sand soils.

In general, HBET believes that shallow foundations are still appropriate for new structures at this site. Spread footings and monolithic structural slabs are both acceptable. However, in order to limit the potential for excessive differential movements, it is recommended that foundations be constructed above a minimum of 24-inches of structural fill.

As discussed above, the laboratory testing results from the previous investigation indicated that the native soils were slightly expansive. Therefore, the native soils are not suitable for reuse as structural fill. Imported structural fill should consist of a granular, **non-expansive, non-free draining** material approved by HBET.

For spread footing foundations, the footing areas may be trenched. However, for monolithic slab foundations, the structural fill should extend across the entire building pad area, below the bottoms of the turndown edges, to a depth equal to the thickness of structural fill. Structural fill should extend laterally beyond the edges of the foundations a distance equal to the thickness of structural fill for both foundation types.

Prior to placement of structural fill, it is recommended that any existing fill materials be removed. In addition, the bottoms of the foundation excavations should be scarified to a depth of 6 to 9-inches, moisture conditioned, and re-compacted to a minimum of 95% of the standard Proctor maximum dry density, within  $\pm 2\%$  of the optimum moisture content as determined in accordance with ASTM D698. Structural fill should be moisture conditioned, placed in maximum 8-inch loose lifts, and compacted to a minimum of 95% of the standard Proctor maximum dry density for fine grained soils or modified Proctor maximum dry density for coarse grained soils, within  $\pm 2\%$  of the optimum moisture content as determined in accordance with ASTM D698 or D1557, respectively.

Structural fill should be extended to within 0.1-feet of the bottom of the foundation. No more than 0.1-feet of gravel should be placed below the footings or turndown edge as a leveling course.

For foundation building pads prepared as recommended with structural fill consisting of approved imported granular materials, a maximum allowable bearing capacity of 1,500 psf may be used. In addition, a modulus of subgrade reaction of 200 pci may be used for structural fill consisting of approved imported materials. Foundations subject to frost should be at least 36-inches below the final grade.

For foundations constructed as recommended, total foundation settlements are anticipated to be less than 1-inch.

## 4.2 Corrosion of Concrete

Water soluble sulfates are common to the soils in Western Colorado. Therefore, at a minimum, Type I-II sulfate resistant cement is recommended for construction at this site.

## 4.3 Non-Structural Floor Slabs and Exterior Flatwork

In order to limit the potential for movement of floor slabs and/or exterior flatwork, it is recommended that non-structural floating floor slabs be constructed above a minimum of 18-inches of structural fill with subgrade preparation, structural fill materials, and structural fill placement in accordance with the *Foundations* section of this report. It is recommended that exterior flatwork be constructed above a minimum of 12-inches of structural fill.

## 4.4 Lateral Earth Pressures

Stemwalls or retaining walls should be designed to resist lateral earth pressures. For backfill consisting of the native soils or imported granular, non-free draining, non-expansive material, an active equivalent fluid unit weight of 50 pcf may be used in areas where no surcharge loads are present. An at-rest equivalent fluid unit weight of 70 pcf may be used for braced walls. Lateral earth pressures should be increased as necessary to reflect any surcharge loading behind the walls.

## 4.5 Drainage

**Grading and drainage at the site are critical to the long-term performance of the foundations and slabs-on-grade.** Grading around the structures should be designed to carry precipitation and runoff away from the structures. It is recommended that the finished ground surface drop at least twelve inches within the first ten feet away from the structures. However, where impermeable surfaces (i.e. sidewalks, pavements, etc.) are adjacent to the structures, the grade can be reduced to 2.5-inches (ADA grade) within the first ten feet away from the structure.

HBET recommends that surface downspout extensions be used which discharge 15 feet from the structures or beyond the backfill zone, whichever is greater. However, if subsurface downspout drains are utilized, they should be carefully constructed of solid-wall PVC and should daylight a minimum of 15-feet from the structures. In addition, an impermeable membrane is recommended below subsurface downspout drain lines. Dry wells should not be used.

In order to limit the potential for surface moisture to impact the structures, perimeter foundation drains are recommended. In general, the perimeter foundation drains should consist of prefabricated drain materials or perforated pipe and gravel systems with the flowlines of the drains at the bottoms of the foundations (at the highest point). The perimeter drains should slope at a minimum of 1% to daylight or to sumps with pumps. An impermeable membrane is also recommended at the base of the drains to limit the potential for moisture to infiltrate into the subsurface below the foundations.

#### 4.6 Excavations

Excavations in the soils at the site may stand for short periods of time but should not be considered to be stable. Therefore, trenching and excavations should be sloped back, shored, or shielded for worker protection in accordance with applicable OSHA standards. The native soils at the site generally classify as Type C soil with regard to OSHA's *Construction Standards for Excavations*. For Type C soils, the maximum allowable slope in temporary cuts is 1.5H:1V.

#### 4.7 Pavements

The proposed construction is anticipated to include paved automobile parking areas and truck traffic areas. As discussed previously, the pavement subgrade materials range from fill to gravels. However, the native soils were indicated to have a slight potential for expansion. Therefore, the minimum recommended Resilient Modulus of 3,000 psi was used for the pavement design.

Based upon the subgrade conditions and anticipated traffic loading, flexible and rigid pavement section alternatives were developed in accordance with AASHTO design methodologies. The following minimum pavement section alternatives are recommended:

##### Automobile Parking Areas

EDLA = 5, Structural Number = 2.75

ALTERNATIVE	PAVEMENT SECTION (Inches)				
	Hot-Mix Asphalt Pavement	CDOT Class 6 Base Course	CDOT Class 3 Subbase Course	Concrete Pavement	TOTAL
A	3.0	9.0			12.0
B	4.0	7.0			11.0
C	3.0	6.0	6.0		15.0
Rigid Pavement		6.0		6.0	12.0

##### Truck Traffic Areas

EDLA = 20, Structural Number = 3.50

ALTERNATIVE	PAVEMENT SECTION (Inches)				
	Hot-Mix Asphalt Pavement	CDOT Class 6 Base Course	CDOT Class 3 Subbase Course	Concrete Pavement	TOTAL
A	3.0	15.0			18.0
B	4.0	12.0			16.0
C	3.0	6.0	13.0		22.0
Rigid Pavement		6.0		8.0	14.0

Prior to pavement placement, areas to be paved should be stripped of all topsoil, fill, or other unsuitable materials. It is recommended that the subgrade soils be scarified to a depth of 12-inches; moisture conditioned, and recompact to a minimum of 95% of the standard Proctor maximum dry density, within  $\pm 2\%$  of optimum moisture content as determined by AASHTO T-99.

Aggregate base course and subbase course should be placed in maximum 9-inch loose lifts, moisture conditioned, and compacted to a minimum of 95% and 93% of the maximum dry density, respectively, at  $-2\%$  to  $+3\%$  of optimum moisture content as determined by AASHTO T-180. In addition to density testing, base course should be proofrolled to verify subgrade stability.

It is recommended that Hot-Mix Asphaltic (HMA) pavement conform to CDOT grading SX or S specifications and consist of an approved 75 gyration Superpave method mix design. HMA pavement should be compacted to between 92% and 96% of the maximum theoretical density. An end point stress of 50 psi should be used. It is recommended that rigid pavements consist of CDOT Class P concrete or alternative approved by the Engineer. In addition, pavements should conform to local specifications.

The long-term performance of the pavements is dependent on positive drainage away from the pavements. Ditches, culverts, and inlet structures in the vicinity of paved areas must be maintained to prevent ponding of water on the pavement

## 5.0 GENERAL

The recommendations included above are based upon the results of the previous and current subsurface investigations, and on our local experience. These conclusions and recommendations are valid only for the proposed construction.

As discussed previously, the subsurface conditions at the site were slightly variable. However, the precise nature and extent of any subsurface variability may not become evident until construction. As a result, it is recommended that HBET provide construction materials testing and engineering oversight during the entire construction process.

**It is important to note that the recommendations herein are intended to reduce the risk of structural movement and/or damage, to varying degrees, associated with volume change in the native soils. However, HBET cannot predict long-term changes in subsurface moisture conditions and/or the precise magnitude or extent of volume change in the subsurface materials. Where significant increases in subsurface moisture occur due to poor grading, improper stormwater management, utility line failure, excess irrigation, or other cause, either during construction or the result of actions of the property owner, several inches of movement are possible. In addition, any failure to comply with the recommendations in this report releases Huddlestone-Berry Engineering & Testing, LLC of any liability with regard to the structure performance.**



Huddlestone-Berry Engineering and Testing, LLC is pleased to be of service to your project. Please contact us if you have any questions or comments regarding the contents of this report.

Respectfully Submitted:

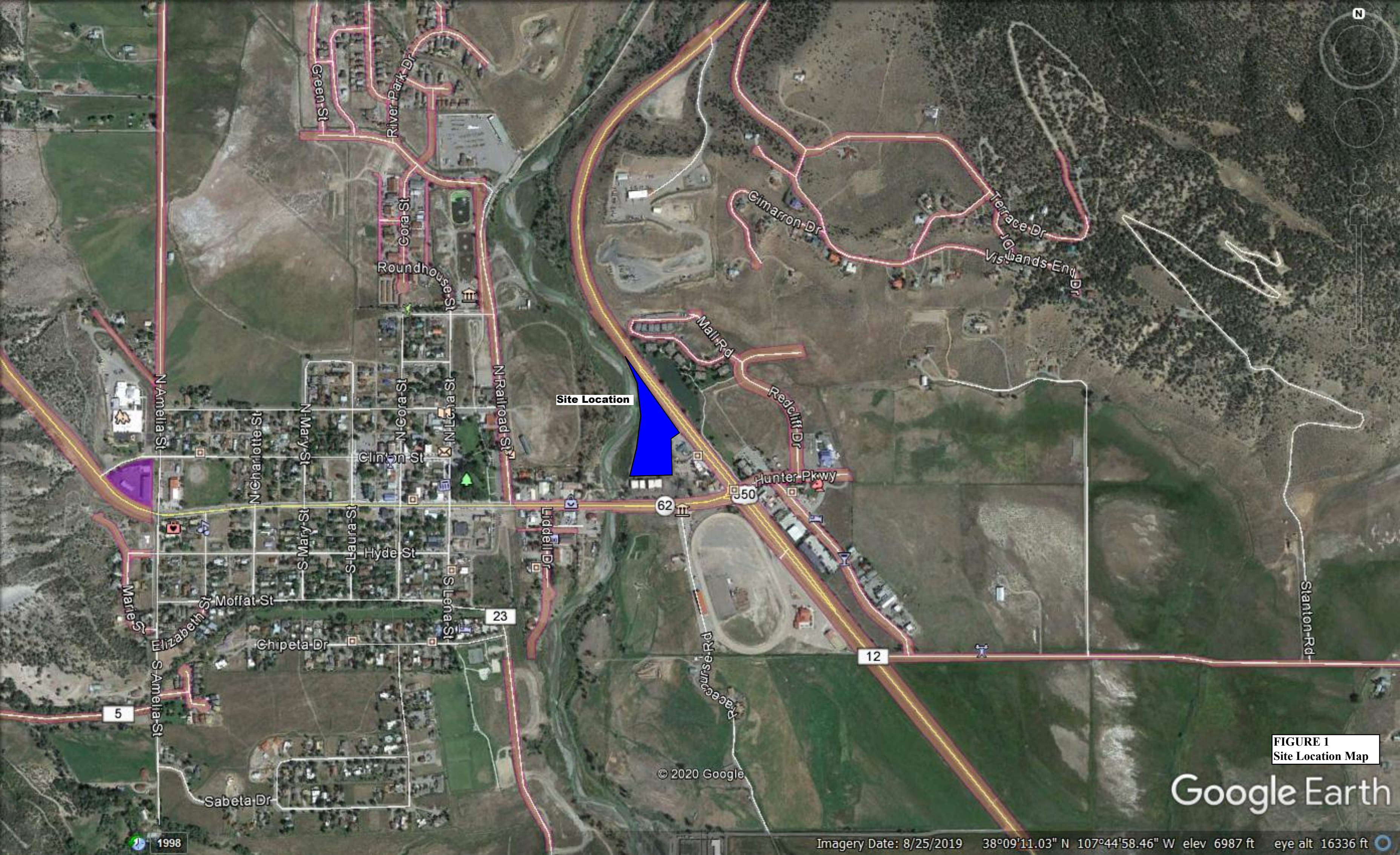
**Huddlestone-Berry Engineering and Testing, LLC**



Michael A. Berry, P.E.  
Vice President of Engineering

## FIGURES



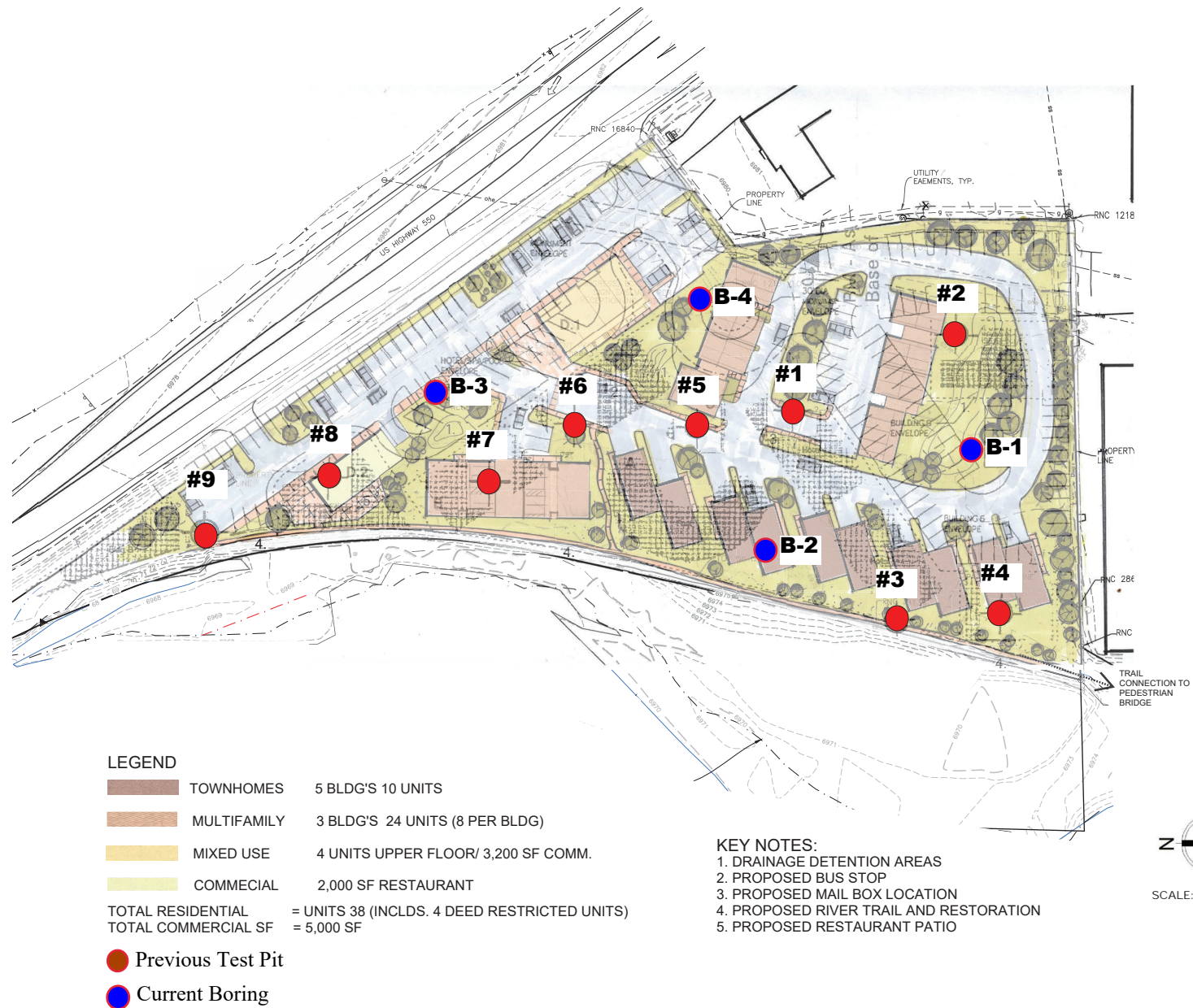


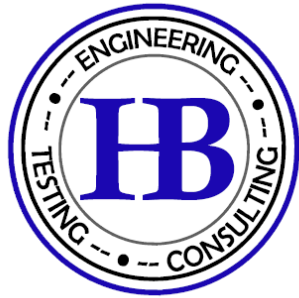
Site Location

FIGURE 1  
Site Location Map

Google Earth







**Huddlestone-Berry**  
Engineering & Testing, LLC

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**GEOTECHNICAL INVESTIGATION  
TRIANGLE LOT  
RIDGWAY, COLORADO  
PROJECT #02064-0001**

**MOUNTAINEER CONSTRUCTION  
PO BOX 2794  
TELLURIDE, COLORADO 81435**

**APRIL 27, 2020**

**FIGURES**

Figure 1 – Site Location Map  
Figure 2 – Site Plan

**APPENDICES**

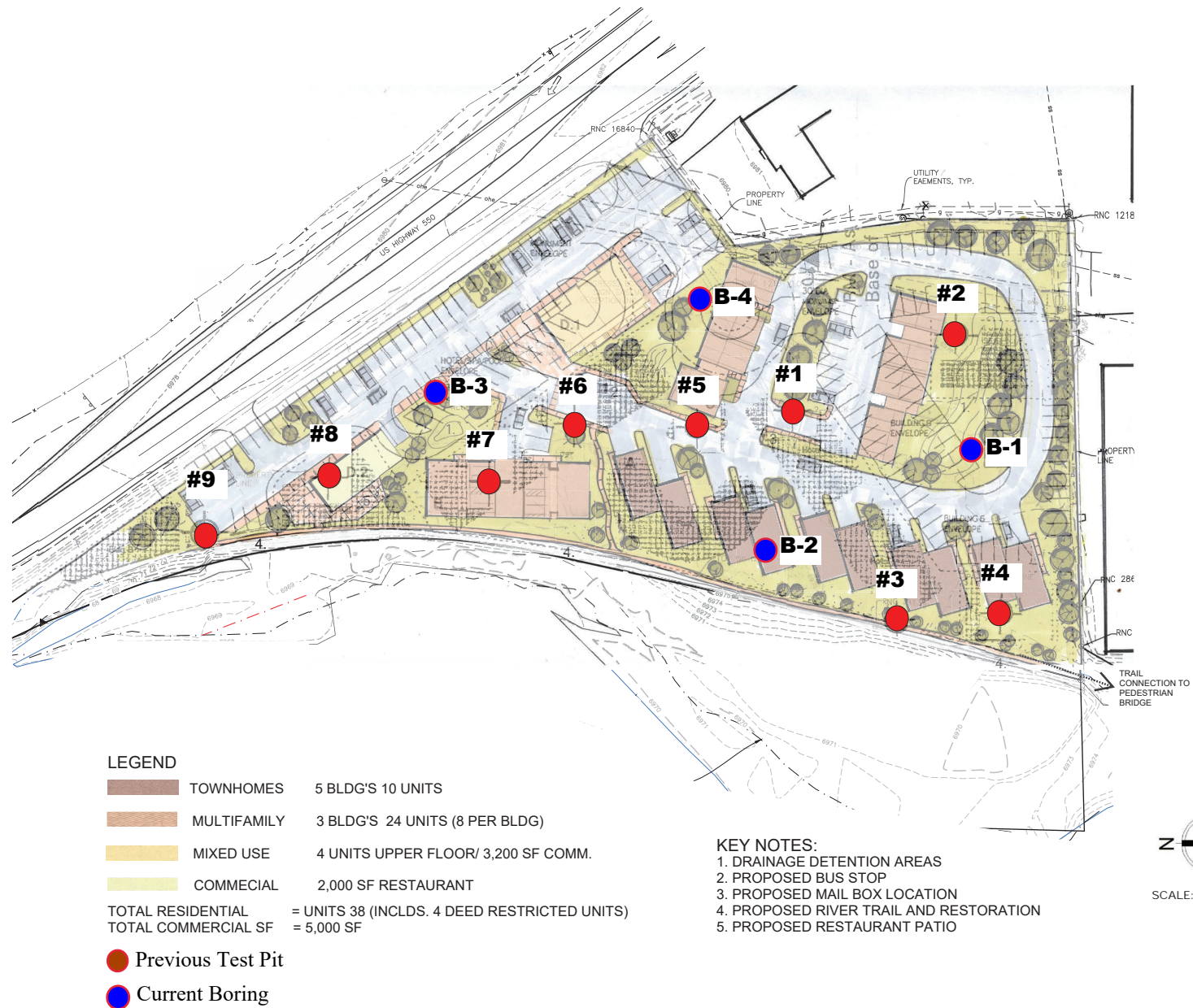
Appendix A – Test Pit Logs from Previous Investigations  
Appendix B – Test Pit Logs from Current Investigation  
Appendix C – Laboratory Testing Results from Previous Investigations

**FIGURES**









**APPENDIX A**  
**Test Pit Logs from Previous Investigation**

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

EXPLORATION DATE: 02-24-2003

RIG TYPE: CME-75





BUCKET SIZE: HSA/7"

## TEST PIT 1

LOCATION: See Test Pit Location Diagram

ELEVATION: 97.7 Feet

FIELD ENGR: T. Binder

WATER CONTENT (%)	DRY DENSITY (LBS/CU.FT)	SAMPLE TYPE	SAMPLE	DEPTH	USCS	GRAPHIC	SOIL DESCRIPTION
8.6		G			GC		GRAVEL; brown, loose to medium dense, damp, some clayey sand, some cobbles.
					GW		GRAVEL; brown, medium dense, damp to saturated, some sand, fine to coarse grained sand.
		G					
				5			
				10			Groundwater encountered at 9 feet.
				15			
				20			
							Stopped At 10 Feet

GROUNDWATER ENCOUNTERED NO: ☐ YES: ☒ DEPTH: 9 feet DATE: 02-24-2003

NOTES 3" of snow on ground at time of exploration.

RIDGEWAY HOT SPRINGS

Test Pit

**Western Technologies Inc.**

Job No.: 3123JC021

Plate: A-4



THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

EXPLORATION DATE: 02-24-2003

RIG TYPE: Cat 416C

BUCKET SIZE: 24 inch

## TEST PIT 2

LOCATION: See Test Pit Location Diagram

ELEVATION: 99.6 Feet

FIELD ENGR: T. Binder

### SOIL DESCRIPTION

WATER  
CONTENT (%)

DRY DENSITY  
(LBS/CU.FT)

SAMPLE TYPE

SAMPLE

DEPTH

USCS

GRAPHIC

GRAVEL; brown, loose to medium dense, damp to saturated, some sand, some cobbles.

5

10

15

20



Groundwater encountered at 9 feet.

Stopped At 10 Feet

GROUNDWATER  
ENCOUNTERED

NO: \_\_\_\_\_ YES: ☒ DEPTH: 9 feet DATE: 02-24-2003

NOTES

RIDGEWAY HOT SPRINGS

Test Pit

**Western Technologies Inc.**

Job No.: 3123JC021

Plate: A-5



EXPLORATION DATE: 02-24-2003

RIG TYPE: Cat 416C


BUCKET SIZE: 24 inch

**TEST PIT 3**

LOCATION: See Test Pit Location Diagram

ELEVATION: 96.7 Feet

FIELD ENGR: T. Binder

WATER CONTENT (%)	DRY DENSITY (LBS/CU.FT)	SAMPLE TYPE	SAMPLE	DEPTH	USCS	GRAPHIC	SOIL DESCRIPTION
		G					FILL 0 TO 5 FEET GRAVEL; brown, loose, damp to moist, some sand, some cobbles.
		G		5	GW		GRAVEL; brown, loose to medium dense, moist to saturated, some sand, some cobbles.
		G		9			Groundwater encountered at 9 feet.
				10			Stopped At 10 Feet
				15			
				20			

GROUNDWATER ENCOUNTERED NO: YES: ☒ DEPTH: 8 feet DATE: 02-24-2003

NOTES

RIDGEWAY HOT SPRINGS

Test Pit

**Western Technologies Inc.**

Job No.: 3123JC021

Plate: A-6





LOCATION: See Test Pit Location Diagram

RIG TYPE: Cat 416C

## TEST PIT 4

**ELEVATION: 96.9 Feet**

BUCKET SIZE: 24 inch

FIELD ENGR: T. Binder

WATER CONTENT (%)	DRY DENSITY (LBS/CU.FT)	SAMPLE TYPE	SAMPLE	DEPTH	USCS	GRAPHIC	SOIL DESCRIPTION
13.5		G			GW		GRAVEL; brown, loose, damp to moist, some sand, some cobbles.
					SM		SILTY SAND; tan to brown, loose to medium dense, damp, trace of gravel.
		G		5	GW		GRAVEL; brown, loose to medium dense, damp to saturated, some sand, some cobbles.
				9			Groundwater encountered at 9 feet.
				10			Stopped At 10 Feet
				15			
				20			

GROUNDWATER ENCOUNTERED NO: \_\_\_\_\_ YES: X DEPTH: 9 feet DATE: 02-24-2003

NOTES

RIDGEWAY HOT SPRINGS

## Test Pit

**Western Technologies Inc.**

Job No.: 3123JC021

Plate: A-7



THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

EXPLORATION DATE: 02-24-2003

RIG TYPE: Cat 416C





BUCKET SIZE: 24 inch

LOCATION: See Test Pit Location Diagram

ELEVATION: 97.8 Feet

FIELD ENGR: T. Binder

## TEST PIT 5

WATER CONTENT (%)	DRY DENSITY (LBS/CU.FT)	SAMPLE TYPE	SAMPLE	DEPTH	USCS	GRAPHIC	SOIL DESCRIPTION
		G			GW		GRAVEL; brown, loose to medium dense, damp to saturated, some sand, some cobbles.
		G					
				5			
				10			Groundwater encountered at 9 feet.
				15			
				20			
							Stopped At 10 Feet

GROUNDWATER ENCOUNTERED NO: YES: <input checked="" type="checkbox"/> DEPTH: 9 feet DATE: 02-24-2003	RIDGEWAY HOT SPRINGS	
	Test Pit	
	Western Technologies Inc.	
	Job No.: 3123JC021	Plate: A-8



THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

EXPLORATION DATE: 02-24-2003

RIG TYPE: Cat 416C




BUCKET SIZE: 24 inch

## TEST PIT 6

LOCATION: See Test Pit Location Diagram

ELEVATION: 96.2 Feet

FIELD ENGR: T. Binder

WATER CONTENT (%)	DRY DENSITY (LBS/CU.FT)	SAMPLE TYPE	SAMPLE	DEPTH	USCS	GRAPHIC	SOIL DESCRIPTION
		G			GW		GRAVEL; brown, loose to medium dense, damp to saturated, some sand, some cobbles.
		G		5			
				10			Groundwater encountered at 9 feet.
				15			
				20			

Stopped At 10 Feet

GROUNDWATER ENCOUNTERED NO: \_\_\_\_\_ YES: X DEPTH: 9 feet DATE: 02-24-2003

NOTES

RIDGEWAY HOT SPRINGS

Test Pit

**Western Technologies Inc.**

Job No.: 3123JC021

Plate: A-9





THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

EXPLORATION DATE: 02-24-2003						LOCATION: See Test Pit Location Diagram	
RIG TYPE: Cat 416C						ELEVATION: 96.5 Feet	
BUCKET SIZE: 24 inch						FIELD ENGR: T. Binder	
WATER CONTENT (%)	DRY DENSITY (LBS/CU.FT)	SAMPLE TYPE	SAMPLE	DEPTH	USCS	GRAPHIC	SOIL DESCRIPTION
25.5		G					FILL 0 TO 3 FEET GRAVEL; brown, loose, damp to moist, some sand, some cobbles.
				ML		SANDY SILT; tan to brown, firm, moist, some gravel.	
		5		GW		GRAVEL; brown, loose to medium dense, moist to saturated, some sand, some cobbles.	
						Groundwater encountered at 8 feet.	
				10			Stopped At 10 Feet
				15			
				20			

GROUNDWATER ENCOUNTERED  NOTES	NO: _____ YES: <b>X</b>	DEPTH: <u>8 feet</u>	DATE: <u>02-24-2003</u>
	RIDGEWAY HOT SPRINGS		
	Test Pit		
	Western Technologies Inc.		
Job No.: 3123JC021		Plate: A-11	





EXPLORATION DATE: **02-24-2003**

LOCATION: See Test Pit Location Diagram

RIG TYPE: **Cat 416C****TEST PIT 9**ELEVATION: **95.0 Feet**BUCKET SIZE: **24 inch**FIELD ENGR: **T. Binder**

WATER CONTENT (%)	DRY DENSITY (LBS/CU.FT)	SAMPLE TYPE	SAMPLE	DEPTH	USCS	GRAPHIC	SOIL DESCRIPTION
		G		5			FILL 0 TO 8 FEET GRAVEL; brown, loose, damp to saturated, some sand, some cobbles.
		G					Groundwater encountered at 7 feet.
							Stopped At 8 Feet
				10			
				15			
				20			

GROUNDWATER  
ENCOUNTEREDNO: \_\_\_\_\_ YES: **X** DEPTH: 7 feet DATE: 02-24-2003

NOTES

RIDGEWAY HOT SPRINGS

Test Pit

**Western Technologies Inc.**Job No.: **3123JC021**Plate: **A-12**

**APPENDIX B**  
**Boring Logs from Current Investigation**



Huddlestone-Berry Engineering & Testing, LLC  
2789 Riverside Parkway  
Grand Junction, CO 81501  
970-255-8005

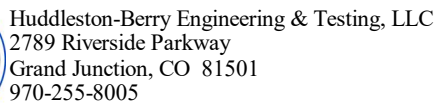
# BORING NUMBER B-1

PAGE 1 OF 1

CLIENT	Mountaineer Construction	PROJECT NAME	Triangle Lot
PROJECT NUMBER	02064-0001	PROJECT LOCATION	Ridgway, CO
DATE STARTED	3/26/20	COMPLETED	3/26/20
DRILLING CONTRACTOR	S. McCracken	GROUND ELEVATION	
DRILLING METHOD	Simco 2000 Truck Rig	HOLE SIZE	4-inch
LOGGED BY	SD	CHECKED BY	MAB
NOTES			
GROUND WATER LEVELS:			
▽ AT TIME OF DRILLING		11.0 ft	
▼ AT END OF DRILLING		11.0 ft	
AFTER DRILLING		---	

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		Sandy GRAVEL (gw), trace cobbles, brown, moist to wet, medium dense										
			SS 1	39	6-3-3 (6)							
5												
10												
		***Hole collapsing below water table. Unable to sample.										
15		Silty, Clayey SAND (sc-sm), brown, wet, loose to medium dense										
20		Bottom of hole at 20.0 feet.										

GEOTECH BH COLUMNS 02064-0001 TRIANGLE LOT.GPJ GINT US LAB.GDT 4/27/20



## PAGE 1 OF 1

**AFTER DRILLING** ---

GEOTECH BH COLUMNS 02064-0001 TRIANGLE LOT.GPJ GINT US LAB.GDT 4/27/20



Huddlestone-Berry Engineering & Testing, LLC  
2789 Riverside Parkway  
Grand Junction, CO 81501  
970-255-8005

# BORING NUMBER B-3

PAGE 1 OF 1

CLIENT	Mountaineer Construction	PROJECT NAME	Triangle Lot
PROJECT NUMBER	02064-0001	PROJECT LOCATION	Ridgway, CO
DATE STARTED	3/26/20	COMPLETED	3/26/20
DRILLING CONTRACTOR	S. McCracken	GROUND ELEVATION	
DRILLING METHOD	Simco 2000 Truck Rig	HOLE SIZE	4-inch
LOGGED BY	SD	CHECKED BY	MAB
NOTES			
GROUND WATER LEVELS:			
▽ AT TIME OF DRILLING		10.0 ft	
▼ AT END OF DRILLING		10.0 ft	
AFTER DRILLING		---	

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		Sandy GRAVEL (gw), trace cobbles, brown, moist to wet, medium dense										
			SS 1	28	9-9-6 (15)							
5												
10		Silty, Clayey SAND (sc-sm), brown, wet, loose to medium dense  ***Hole collapsing below water table. Unable to sample.										
15												
20		Bottom of hole at 20.0 feet.										

GEOTECH BH COLUMNS 02064-0001 TRIANGLE LOT.GPJ GINT US LAB.GDT 4/27/20



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2789 Riverside Parkway  
Grand Junction, CO 81501  
970-255-8005

# BORING NUMBER B-4

PAGE 1 OF 1

CLIENT	Mountaineer Construction	PROJECT NAME	Triangle Lot
PROJECT NUMBER	02064-0001	PROJECT LOCATION	Ridgway, CO
DATE STARTED	3/26/20	COMPLETED	3/26/20
DRILLING CONTRACTOR	S. McCracken	GROUND ELEVATION	
DRILLING METHOD	Simco 2000 Truck Rig	HOLE SIZE	4-inch
LOGGED BY	SD	CHECKED BY	MAB
NOTES			
GROUND WATER LEVELS:			
▽ AT TIME OF DRILLING		10.0 ft	
▼ AT END OF DRILLING		10.0 ft	
AFTER DRILLING		---	

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		Sandy GRAVEL (gw), trace cobbles, brown, moist to wet, medium dense										
			SS 1	56	12-10-10 (20)							
5												
10		Silty, Clayey SAND (sc-sm), brown, wet, loose to medium dense  ***Hole collapsing below water table. Unable to sample.										
15												
20		Bottom of hole at 20.0 feet.										

GEOTECH BH COLUMNS 02064-0001 TRIANGLE LOT.GPJ GINT US LAB.GDT 4/27/20



**APPENDIX C**  
**Laboratory Testing Results from Previous Investigation**

# SOIL PROPERTIES

TEST PIT NO.	DEPTH (FEET)	SOIL CLASSIFICATION	SOIL PROPERTY		COMPRESSION / CONSOLIDATION		EXPANSION			REMARKS
			INITIAL DRY DENSITY (PCF)	INITIAL WATER CONTENT (%)	SURCHARGE (KSF)	TOTAL COMPRESSION (%)	SURCHARGE (KSF)	EXPANSION (%)	MAXIMUM SWELL PRESSURE (KSF)	
1	2-3	GC	116	6.0			0.1	+2.3		1,2
4	2-3	SM	110	8.0			0.1	+1.4		1,2
8	3-5	ML	109	25.5			0.1	+0.9		1,2

NOTE: Initial Dry Density and Initial Water Content are in-situ values unless otherwise noted.

## REMARKS:

1. Compacted Density (approximately 95% of ASTM D698 maximum density at moisture content slightly below optimum).
2. Submerged to approximate saturation.
3. Dry Density determined from one ring of a multi-ring sample.
4. Visual Classification.

RIDGEWAY HOT SPRINGS

Soil Properties

Western Technologies Inc.

Job No.: 3123JC021

Plate: B-1



SOIL PROPERTIES											
TEST PIT NO.	DEPTH (FEET)	SOIL CLASSIFICATION	SOIL PROPERTY		SHEAR STRENGTH		PERMEABILITY	SPECIFIC GRAVITY	WATER SOLUBLE MATTER (PPM)		REMARKS
			INITIAL DRY DENSITY (PCF)	INITIAL WATER CONTENT (%)	C (KSF)	Ø (DEGREES)	K (CM/SECOND)		SALTS	SULFATES	
8	3-5	ML							2700	975	



PHYSICAL PROPERTIES														
TEST PIT NO.	DEPTH (FEET)	SOIL CLASSIFICATION	PARTICLE SIZE DISTRIBUTION % PASSING BY WEIGHT					ATTERBERG LIMITS		MOISTURE-DENSITY RELATIONSHIP			'R' VALUE	REMARKS
			3 IN.	NO. 4	NO. 10	NO. 40	NO. 200	LL	PI	DRY DENSITY (PCF)	OPTIMUM MOISTURE (%)	METHOD		
1	2-3	GW	100	26	20	13	4.3	-	NP					2
8	3-5	ML	100	98	95	89	51.9	-	NP					2

**REMARKS:**
**CLASSIFICATION / PARTICLE SIZE**

1. Visual
2. Laboratory Tested
3. Minus No. 200 Only

**MOISTURE-DENSITY RELATIONSHIP**

4. Tested ASTM D698 / AASHTO T99
5. Tested ASTM D1557 / AASHTO T180

NOTE: NP Nonplastic

RIDGEWAY HOT SPRINGS

Physical Properties

**Western Technologies Inc.**

Job No.: 3123JC021

Plate: B-3



Condominium Subdivision Plat/Map of Riverfront Village Condominiums, a Colorado Common Interest Community
Located on Lot 1R, Triangle Subdivision in Section 16, Township 45 North, Range 8 West, NMPM,
Town of Ridgway, County of Ouray, State of Colorado

CERTIFICATE OF CREATION OF COMMUNITY:

Date of Certificate: \_\_\_\_\_, 2025

Alpine Homes-Ridgway, LLC, a Colorado limited liability company ("Declarant") does hereby certify as follows:

1. Declarant is the current fee simple owner of that certain property ("Real Estate") described herein. The term Real Estate shall be deemed to include the rights, duties and obligations under those certain easements that benefit and burden the Real Estate and shall further include all improvements, consisting of certain Townhome Buildings and Condominium Buildings (collectively the "Buildings") and other structures on the Real Estate ("Improvements").

2. Declarant secured certain land use approvals from the Town of Ridgway, Colorado ("Town") authorizing the development and use of the Real Estate as a certain mixed use residential (including deed restricted employee housing units) and commercial project under the name Riverfront Village, a Planned Community. The development project was allowed to occur in accordance with and subject to applicable codes and regulations enacted by the Town, including the Town of Ridgway Municipal Code ("Town Laws") and applicable terms, conditions, requirements and restrictions contained in any site-specific development approvals for the Property granted by the Town, including the "Development Agreement" recorded on November 16, 2022 in Reception No. 233547 and the subdivision plat of the Riverfront Village, a Planned Community ("Subdivision Plat") recorded on December 26, 2023 in Reception No. 236326 ("Town Approvals"), which are collectively referred to as the "Town Development Approvals and Requirements". Nothing herein is intended to relieve a Person from complying with applicable provisions of the Town Laws and/or the Town Development Approvals and Requirements, whether or not this requirement is expressly stated herein. The Town Development Approvals and Requirements may be modified or amended as provided for in the Town Laws. In the event of a conflict between the Condominium Documents (defined below) and the Town Development Approvals and Requirements, the applicable Town Development Approvals and Requirements shall control.

3. Declarant previously executed and recorded a certain declaration for the Riverfront Village, which was recorded on recorded on December 26, 2023 in Reception No. 226334, which original declaration is being amended, restated, modified and replaced in its entirety by a certain amended and restated declaration ("Companion Declaration") recorded with this Map on \_\_\_\_\_, 2025 in Reception No. \_\_\_\_\_.

4. The Subdivision Plat contemplated that Declarant would prepare, execute and record the Companion Declaration and a certain condominium map ("Condominium Map" or "Map") upon the completion of the initial Improvements in the Community. The Condominium Map and the Companion Declaration is being executed and recorded by the Declarant for the purposes stated herein and on the Map. By this reference, the terms, conditions and provisions of the Companion Declaration are incorporated into this Map. Capitalized terms used herein shall have the same meaning ascribed to the term in the Companion Declaration.

5. Declarant does hereby submit the Real Estate, including those Improvements constructed thereon and depicted and described herein, to separate and common, condominium ownership and use in accordance with (i) the Companion Declaration (ii) the Colorado Common Interest Ownership Act, Colorado Revised Statutes Title 38, Article 33.3, as amended, and (iii) the Colorado Revised Nonprofit Corporation Act, Colorado Revised Statutes Title 7, Articles 121-137, as amended, for the purpose of exercising the functions of the condominium owners' association and creating a common interest ownership community on the Real Estate and the Improvements, under the name of "Riverfront Village Condominiums" ("Community") in which portions of said Real Estate will be designated for separate ownership and use and in which the remainder of said Real Estate will be designated for common ownership solely by the owners of the separate ownership portions.

6. The Real Estate has been improved with certain Buildings (consisting of "Condominium Buildings" and "Townhome Buildings") and various infrastructure and supporting facilities and elements, which are being constructed and are located upon the Real Estate, which are sometimes referenced to herein as the "Improvements." The Improvements are as depicted and described on this Map. The construction of some elements of the Improvements are being developed in phases,

7. The Community consists of certain "Units" and "Common Elements", including certain "Limited Common Elements" as depicted on this Map and/or as defined and described in the Companion Declaration. The Units consist of either certain "Townhome Units" located in the Townhome Buildings or certain "Air Space Units" located in the Condominium Buildings and as further defined in the Companion Declaration. The boundaries of the Townhome Units and the Air Space Units are as depicted on this Map and as further defined and described in the Companion Declaration. The defined unit boundaries of the Townhome Units differ from the defined unit boundaries of the Air Space Units, as provided for in the Companion Declaration. As noted in the Companion Declaration, certain Common Elements, including Limited Common Elements, are located within the Unit Boundaries of a Unit, as provided for in the Companion Declaration. The Companion Declaration provides for the reservation of easements for the benefit of the Declarant and the Association to access a Unit to inspect, repair, replace, maintain and upgrade Common Elements which exist within the Unit Boundaries of a Unit. As further noted in the Companion Declaration in Section 3.4, it is recognized that the Townhome Units share a certain "Party Wall" with the adjoining Townhome Unit in the Townhome Building for which a certain Party Wall Easement has been created and reserved as further noted on this Map. The Party Wall is to be kept, used, repaired and maintained by the affected Owners of the Townhome Units as provided for in the Companion Declaration.

8. Declarant has caused the Riverfront Village Owners Association, Inc., a Colorado nonprofit corporation ("Association") to be duly formed as a Colorado nonprofit corporation, formed to administer the affairs of the Community in accordance with the Condominium Governing Documents (defined below) and applicable law.

9. The Companion Declaration and this Map, together with the Articles of Incorporation, Bylaws, Rules, Regulations and Policies of the Association are referred to as the "Condominium Governing Documents."

10. With the execution and recordation of this Map and the Companion Declaration, the Owner is annexing into the Community and subjecting to the Condominium Governing Documents all of the Real Estate and those Improvements, including those Condominium Buildings and related areas containing Air Space Units, General Common Elements and Limited Common Elements and those certain Townhome Buildings containing Townhome Units, General Common Elements and Limited Common Elements, as depicted and described in this Map and the Companion Declaration. Declarant executes this Map and has executed the Companion Declaration to define the character, duration, rights, duties, obligations and limitations of condominium common interest ownership.

11. The Declarant has reserved certain declarant rights, special declarant rights and development rights ("Reserved Rights"), as the same are described on this Map and/or in the Companion Declaration that may be exercised by Declarant, its successors and assigns, for the period and in the manner described in the Companion Declaration. The Reserved Rights are subject to the Town Laws and the Town Approvals. The entirety of the Real Estate is subject to the exercise of the Reserved Rights by Declarant or its assigns or designees. The Reserved Rights, include the right to undertake and complete the construction of further and additional Improvements, including Buildings, Units and Common Elements and infrastructure and annexing such Improvements into the Community. The Reserved Rights are noted and retained and may be exercised on any portion of the Real Estate and Community, including, but not limited to, the areas denoted as "Future Development" on this Map. Declarant execute s this Map and has executed the Companion Declaration to define the character, duration, rights, duties, obligations and limitations of condominium common interest ownership. The Declarant reserves the right to complete and construction of any remaining infrastructure work, including, but not limited to, sidewalks, concrete pads, driveways, street lamps, patios, pedestrian trails, emergency access roads and other similar improvements contemplated by the Town development Approvals and Requirements, which the Declarant agrees remains an obligation of the Declarant to preform.

12. Cost and expenses for repairs, maintenance and improvements to L.C.E. shown hereon will be the responsibility of the unit owner for which that LCE is assigned, and as further set forth in the Companion Declaration.

13. The Association shall be jointly and severally liable for all costs and expenses for maintenance and improvements to general common elements including those identified on this plat as G.C.E and as further set forth in the Companion Declaration.

14. In the event that said maintenance is not properly performed, the Town of Ridgway may cause the work to be done, assess the cost to the said unit owners, may certify such charges as delinquent charges to the County Treasurer to be collected similarly to taxes, may record a lien on said lots which may be foreclosed in any lawful manner, or may pursue any other remedy available in order to collect such charges. The obligations stated herein shall run with the land and be binding upon all successors and assigns to the said Association.

IN WITNESS WHEREOF, the Owner, as Declarant executes this Map as of the Effective Date.

Alpine Homes-Ridgway, LLC,
a Colorado limited liability company

By: \_\_\_\_\_,
\_\_\_\_\_

STATE OF \_\_\_\_\_ )
) ss.
COUNTY OF \_\_\_\_\_ )

Subscribed to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of Alpine Homes-Ridgway, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public My commission expires: \_\_\_\_\_

CERTIFICATE OF SUBSTANTIAL COMPLETION:

The undersigned, a licensed \_\_\_\_\_ in the State of Colorado, states and affirms that all structural components of all buildings and other improvements containing or comprising any Units thereby created are substantially completed.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

CERTIFICATE OF IMPROVEMENT COMPLETION

The undersigned, Town Manager of the Town of Ridgway, do certify that all Improvements and utilities required by the Subdivision Regulations of the Town of Ridgway have been installed in this Subdivision in accordance with the specifications of the Town except for the following which have been secured pursuant to Town subdivision regulations:

Date: \_\_\_\_\_ Town Manager

TOWN COUNCIL:

Approved by the Ridgway Town Council this \_\_\_\_ day of \_\_\_\_\_, 2025.
by \_\_\_\_\_, Mayor.

PLANNING COMMISSION:

Approved by the Ridgway Planning Commission this \_\_\_\_ day of \_\_\_\_\_, 2025.
by \_\_\_\_\_, Chairman.

TOWN ATTORNEY'S CERTIFICATE:

Approved for recording this \_\_\_\_ day of \_\_\_\_\_, 2025.
Town Attorney

SURVEYOR'S CERTIFICATE:

I, Peter C. Sauer, being a Registered Land Surveyor in the State of Colorado do hereby certify that this map and survey of Riverfront Village Condominiums, a Colorado Common Interest Community (Map) (i) was prepared under my direct supervision, responsibility and checking; (ii) is true and accurate to the best of my knowledge and belief; (iii) is clear and legible; (iv) contains all the information required by C.R.S 38-33.3-209; and, (v) that all monuments and markers were set as required by Articles 50 and 51 of Title 38 C.R.S. and conforms to all requirements of the Colorado revised Statutes, and all applicable Town of Ridgway regulations.

Dated \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Peter C Sauer
License No. 38135

ATTORNEY'S CERTIFICATE:

I, Thomas G. Kennedy, an attorney at law duly licensed to practice before the courts of record of the State of Colorado, do hereby certify that I have examined the title commitment issued by Land Title Guarantee Company, File No. OUB85009863 with an effective date of 10/31/24 and based upon the information contained in the title commitment, it is my determination that all of land being annexed into the common ownership interest community as described herein is currently owned by the Owners, free and clear of all liens and encumbrances, except as follows:

DEED OF TRUST DATED JANUARY 07, 2024 FROM ALPINE HOMES-RIDGWAY, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF OURAY COUNTY FOR THE USE OF BANK OF AMERICA, N.A. RECORDED JANUARY 22, 2024, UNDER RECEPTION NO. 236426. AS ASSIGNED BY ASSIGNMENT OF LEASES AND RENTS AND OTHER INCOME RECORDED JANUARY 22, 2024, UNDER RECEPTION NO. 236427.

CONDITIONAL ASSIGNMENT OF CONDOMINIUM UNIT SALE CONTRACTS, CONDOMINIUM DOCUMENTS AND CONDOMINIUM DECLARANT'S RIGHTS RECORDED JANUARY 22, 2024, UNDER RECEPTION NO. 236428. DISBURSER'S NOTICE IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED JANUARY 22, 2024, UNDER RECEPTION NO. 236429.

Dated this \_\_\_\_\_, 2025.

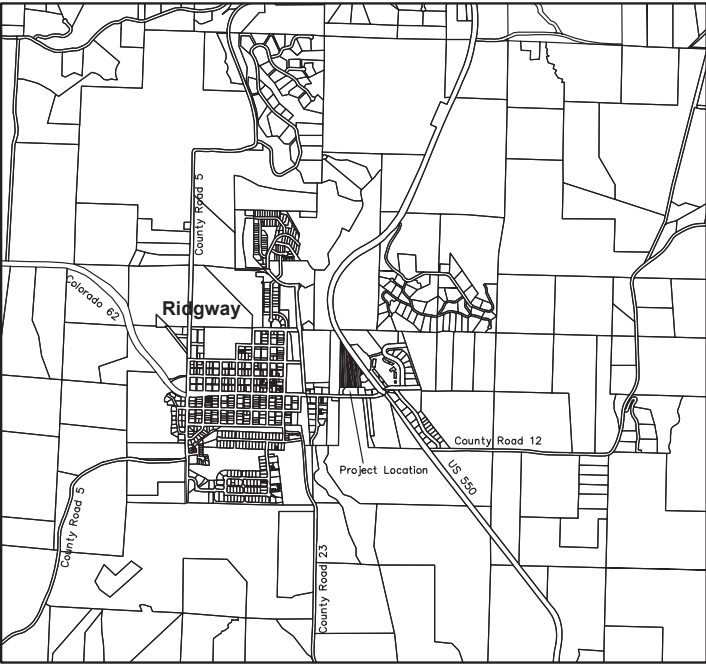
Attorney at Law

LENDER CONSENT

The written consent of the Lender to the recording of this Map and the Companion Declaration has been obtained and was recorded simultaneously with this Map and the Companion Declaration in Reception No. \_\_\_\_\_

NOTES:

1. All outdoor lighting fixtures to comply with Town of Ridgway regulations.
2. Easement research pursuant to Land Title Guarantee Company File No. OUB85009863 with an effective date of 10/31/24 ("Title Commitment")
3. The following abbreviations are defined for this Condominium Map:
G.C.E. General Common Element
L.C.E. Limited Common Element
4. The maximum number of residential dwelling units allowed is 38.
5. Those areas of the Map not indicated as a Unit or as an L.C.E. on this Map or described as such in the Companion Declaration shall be designated G.C.E.
6. Per the Companion Declaration and the Subdivision Plat, there is a Blanket Utility Easement and Storm Water Drainage Easement over and across all General Common Elements (G.C.E.).
7. BASIS OF BEARINGS: The south line of Lot 1R Triangle Subdivision is shown as bearing, and shown hereon as being S 88° 35' 07" W.
8. Benchmark, Southeast Corner Lot 1R, Triangle Subdivision 1 1/2" Aluminum Cap , LS 12180 on a No.5 Rebar elevation 6978.62.
9. The property platted hereon is subject to the prior easements as shown hereon.
10. The Property is subject to the following: Final Plat of Riverfront Village, Planned Unit Development Plat Map recorded on April 23, 2024 in Reception No. 236943 and Development Agreement recorded on November 16, 2022 in Reception No. 233547
11. Record Owner: Alpine Homes - Ridgway LLC, 301 Hillside Lane, Telluride, CO 81435



Vicinity Map
1 Inch = 1000 Feet

Page Index

- Page 1 - Dedication, Notes and Certificates
Page 2 - Boundary, Easements and Map Key
Page 3 - 9 - As-Built
Page 10 - 16 - Cross Sections and Areas

NOTICE:

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

RECORDER'S CERTIFICATE:

This Map was filed for record in the office of Clerk and Recorder of Ouray County at \_\_\_\_\_M. on the \_\_\_\_ day of \_\_\_\_\_, 2025, under Reception No. \_\_\_\_\_.
By \_\_\_\_\_, Cristy Lynn, Ouray County Clerk and Recorder
Deputy

PROJECT MANAGER: PS	REVISIONS	DATE	DESCRIPTION	BY
CADD TECH: PS	1	3/10/2025	Phase One Removal	PS
CHECKED BY: PS	2	5/07/2025	Town - Tom & Jake, Red Lines - Final	PS
START DATE: 12/18/24	3			
	4			
	5			

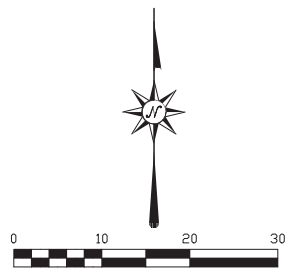


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Condominium Subdivision Plat/Map of Riverfront Village Condominiums, a Colorado Common Interest Community  
Located on Lot 1R, Triangle Subdivision in Section 16, Township 45 North, Range 8 West, NMPM,  
Town of Ridgway, County of Ouray, State of Colorado



Legend

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G.C.E. = General Common Element  
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C.H. = Ceiling Heights

Ceiling Slope  
Change in Height

Amended and Restated  
Access and Restated Access and  
Signage Easement Agreement  
Per Reception No. 236943  
and Per Reception No. 236336

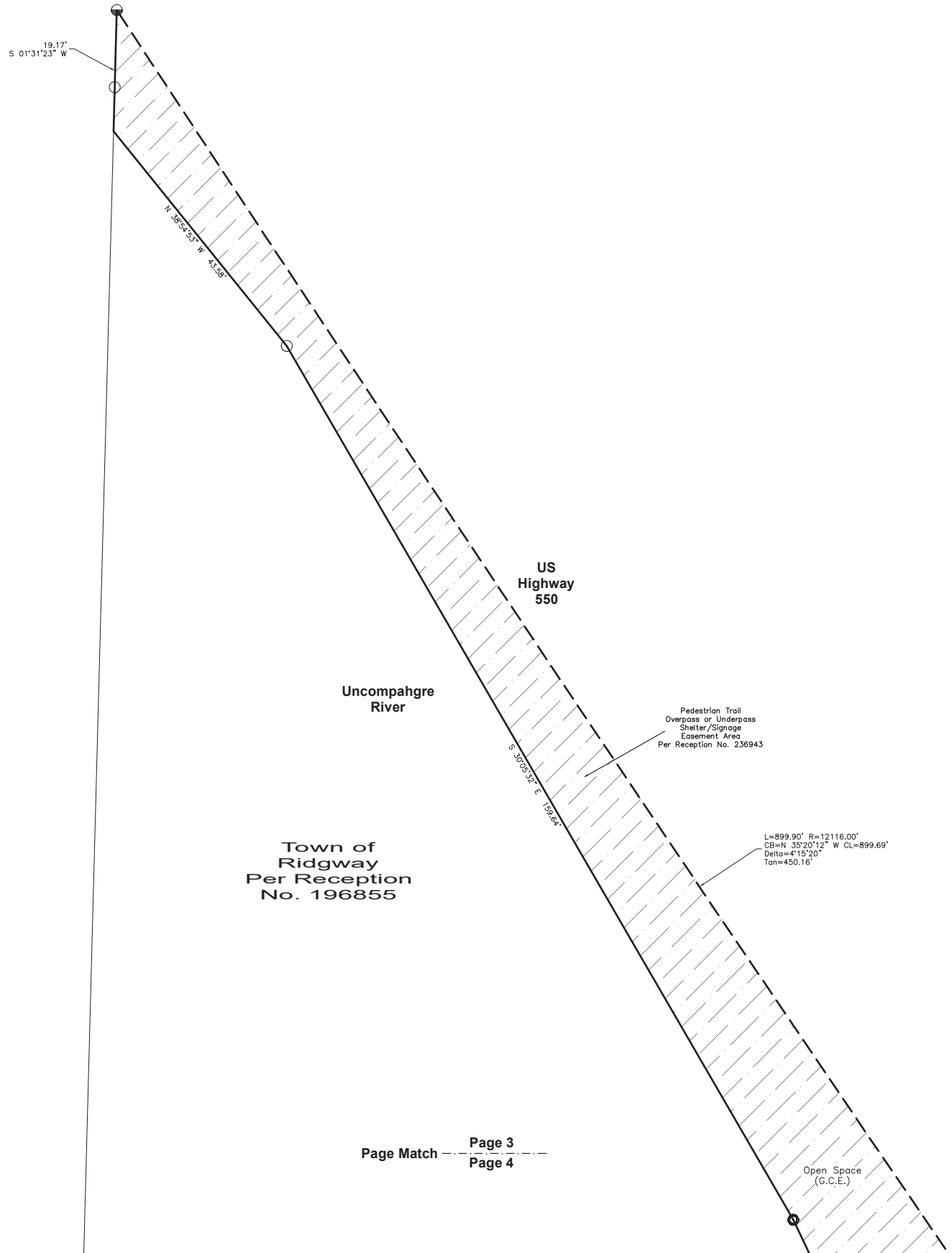
35' Wide Sign and Ingress/Egress  
Easement Per Reception No. 163082

Utility Easement &  
Easement For Underground  
and Related Facilities Per  
Reception No. 236943

Access Easement and Public Main  
Utility Easement and Easement for  
Underground Power and Related Facilities  
Per Reception No. 236943

LINE	BEARING	DISTANCE
L1	S 81°18'47" W	11.12'
L2	S 81°18'47" W	4.25'
L3	N 71°16'16" W	6.32'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	103.50'	36.39'	36.20'	N 81°20'35" W	20°08'37"
C2	39.50'	13.82'	13.82'	N 81°20'35" W	20°08'37"
C3	50.00'	70.11'	64.51'	S 40°10'23" W	80°20'45"
C4	58.00'	81.33'	74.83'	S 40°10'23" W	80°20'45"
C5	108.50'	16.81'	16.80'	S 14°51'57" W	8°52'42"
C6	76.00'	13.81'	13.81'	S 14°09'29" W	10°29'58"
C7	150.00'	20.17'	20.15'	N 14°36'58" E	7°42'14"
C8	44.00'	6.64'	6.64'	N 31°47'42" W	8°39'09"
C9	52.17'	7.88'	7.87'	S 31°47'44" E	8°39'13"
C10	71.83'	10.86'	10.85'	S 31°47'18" E	8°39'55"
C11	80.00'	12.08'	12.07'	S 31°47'42" E	8°39'09"
C12	20.16'	6.57'	6.54'	S 55°58'27" W	18°41'02"
C13	22.83'	36.15'	39.28'	S 69°46'51" W	241°18'53"
C14	27.17'	29.08'	27.71'	S 20°13'29" E	61°18'53"
C15	12.17'	16.86'	15.55'	N 60°44'03" E	79°23'49"
C16	42.32'	103.80'	79.57'	S 11°28'09" W	140°31'05"
C17	18.00'	56.55'	36.00'	S 10°25'57" W	180°00'00"
C18	12.17'	20.55'	18.19'	S 31°12'12" E	96°43'42"
C19	12.17'	18.75'	16.95'	N 56°17'15" E	88°17'25"
C20	52.17'	9.65'	9.64'	N 15°44'03" E	10°36'11"
C21	71.83'	13.29'	13.27'	S 15°44'03" W	10°36'11"
C22	52.17'	9.65'	9.64'	S 15°44'03" W	10°36'11"
C23	12.17'	19.12'	17.21'	S 34°33'03" E	90°00'00"
C24	52.17'	7.28'	7.28'	S 14°25'57" W	8°00'00"
C25	30.67'	61.50'	51.70'	S 75°52'22" W	114°52'45"
C26	71.83'	37.08'	36.67'	N 35°13'22" E	29°34'49"
C27	30.32'	42.17'	38.86'	S 08°06'41" W	78°41'20"
C28	224.99'	74.32'	73.99'	S 36°52'48" E	18°55'38"
C29	86.37'	15.30'	15.28'	N 41°12'56" W	10°09'06"
C30	208.36'	96.64'	61.51'	S 35°42'55" E	14°20'16"
C31	117.80'	19.01'	18.99'	S 41°14'02" E	9°14'48"
C32	71.83'	10.03'	10.02'	N 14°25'57" E	8°00'00"



BUILDING AND UNITS	UNIT SIZE (SQ. FT.)	DESIGNATED USE
<b>Townhome Building D1</b>		
Townhome Unit A	2,229.78	Residential
Townhome Unit B	2,232.22	Residential
<b>Townhome Building D2</b>		
Townhome Unit A	2,229.87	Residential
Townhome Unit B	2,231.21	Residential
<b>Townhome Building D3</b>		
Townhome Unit A	2,229.78	Residential
Townhome Unit B	2,232.24	Residential
<b>Townhome Building D4</b>		
Townhome Unit A	2,229.87	Residential
Townhome Unit B	2,231.21	Residential
<b>Townhome Building D5</b>		
Townhome Unit A	2,229.78	Residential
Townhome Unit B	2,232.22	Residential
<b>Building M1A</b>		
Air Space Unit 101	1,274.78	Residential
Air Space Unit 201	1,245.19	Residential
Air Space Unit 200	829.71	Residential
<b>Building M1B</b>		
Air Space Unit 100	1,247.78	Residential
Air Space Unit 201	829.71	Residential
Air Space Unit 200	1,245.19	Residential
<b>Building M2</b>		
Air Space Unit 201	1,331.18	Residential
Air Space Unit 202	1,097.51	Residential
Air Space Unit 203	1,097.51	Residential
Air Space Unit 204	1,097.51	Residential
Air Space Unit 301	1,331.18	Residential
Air Space Unit 302	1,097.51	Residential
Air Space Unit 303	1,097.51	Residential
Air Space Unit 304	1,097.51	Residential
<b>Building M3</b>		
Air Space Unit 101	1,280.31	Residential
Air Space Unit 102	800.14	Employee Housing
Air Space Unit 201	679.09	Employee Housing
Air Space Unit 202	1,195.25	Residential
Air Space Unit 203	1,093.88	Residential
Air Space Unit 204	1,093.55	Residential
Air Space Unit 205	1,074.40	Residential
Air Space Unit 301	1,198.63	Residential
Air Space Unit 302	1,093.88	Residential
Air Space Unit 303	1,093.55	Residential
<b>Building CM</b>		
Air Space Unit 101	821.94	Commercial
Air Space Unit 102	748.85	Commercial
Air Space Unit 103	857.01	Commercial
Air Space Unit 104	882.20	Commercial
Air Space Unit 201	874.22	Residential
Air Space Unit 202	883.59	Employee Housing
Air Space Unit 203	883.59	Employee Housing
Air Space Unit 204	874.22	Residential

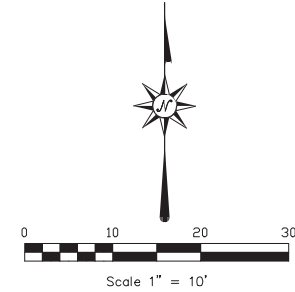
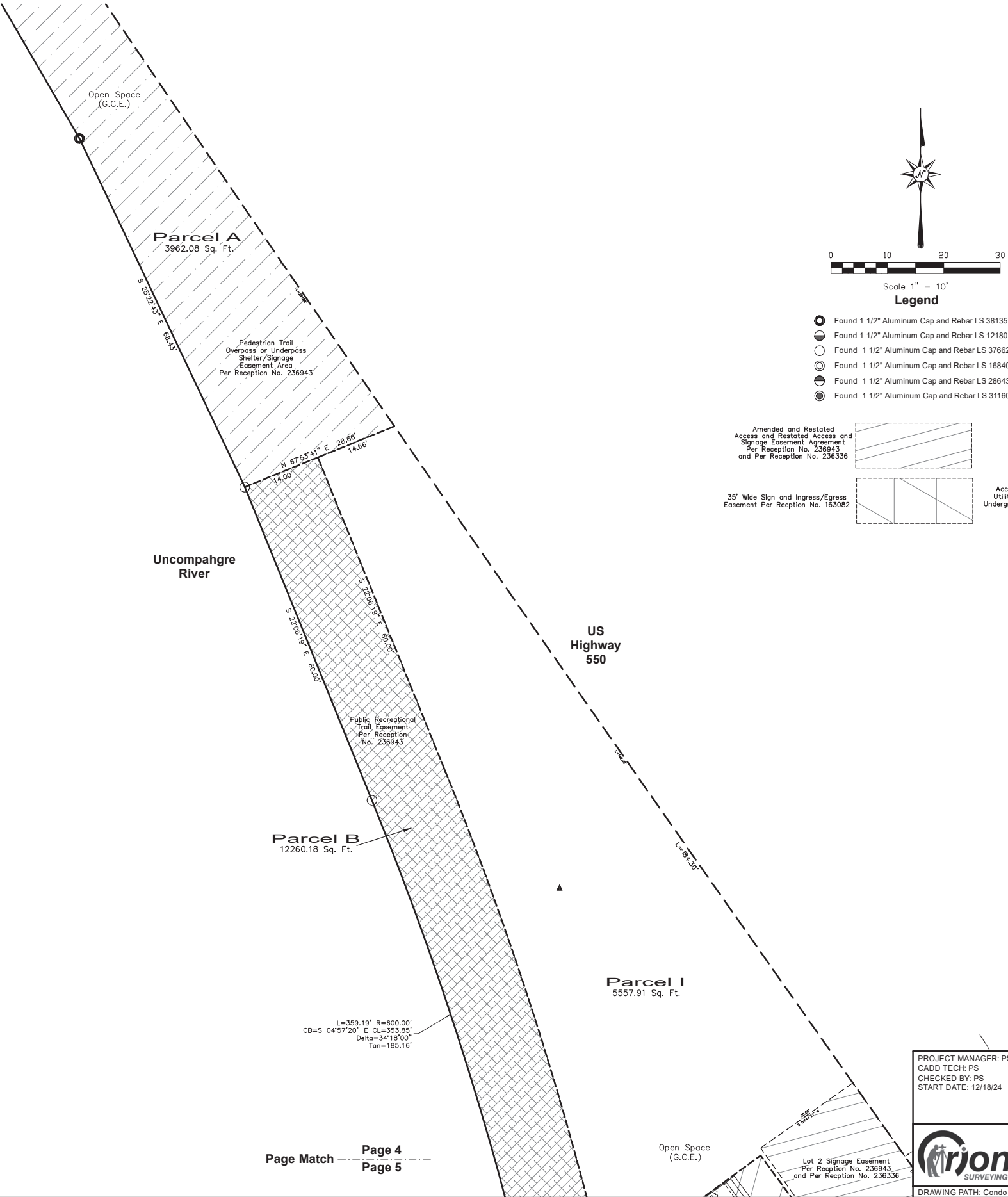
PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 12/18/24	REVISIONS	DATE	DESCRIPTION	BY
	1	3/10/2025	Phase One Removal	PS
	2	5/07/2025	Town - Tom & Jake, Red Lines - Final	PS
	3			
	4			
	OFFICE (970) 249-5349 - CELL (970) 729-1289 23414 UNCOMPAHGRE ROAD, MONTROSE, CO 81403 WWW.ORIONSURVEYING.COM			
	DRAWING PATH: Condo 12-18-24			
SHEET No. 3		OF 13		PROJECT: 13045

Condominium Subdivision Plat/Map of Riverfront Village Condominiums, a Colorado Common Interest Community  
Located on Lot 1R, Triangle Subdivision in Section 16, Township 45 North, Range 8 West, NMPM,  
Town of Ridgway, County of Ouray, State of Colorado

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Town of Ridgway  
Per Reception  
No. 196855

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Page 5



- Legend**
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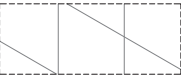
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Per Reception No. 236943  
and Per Reception No. 236336



Utility Easement &  
Easement For Underground  
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35' Wide Sign and Ingress/Egress  
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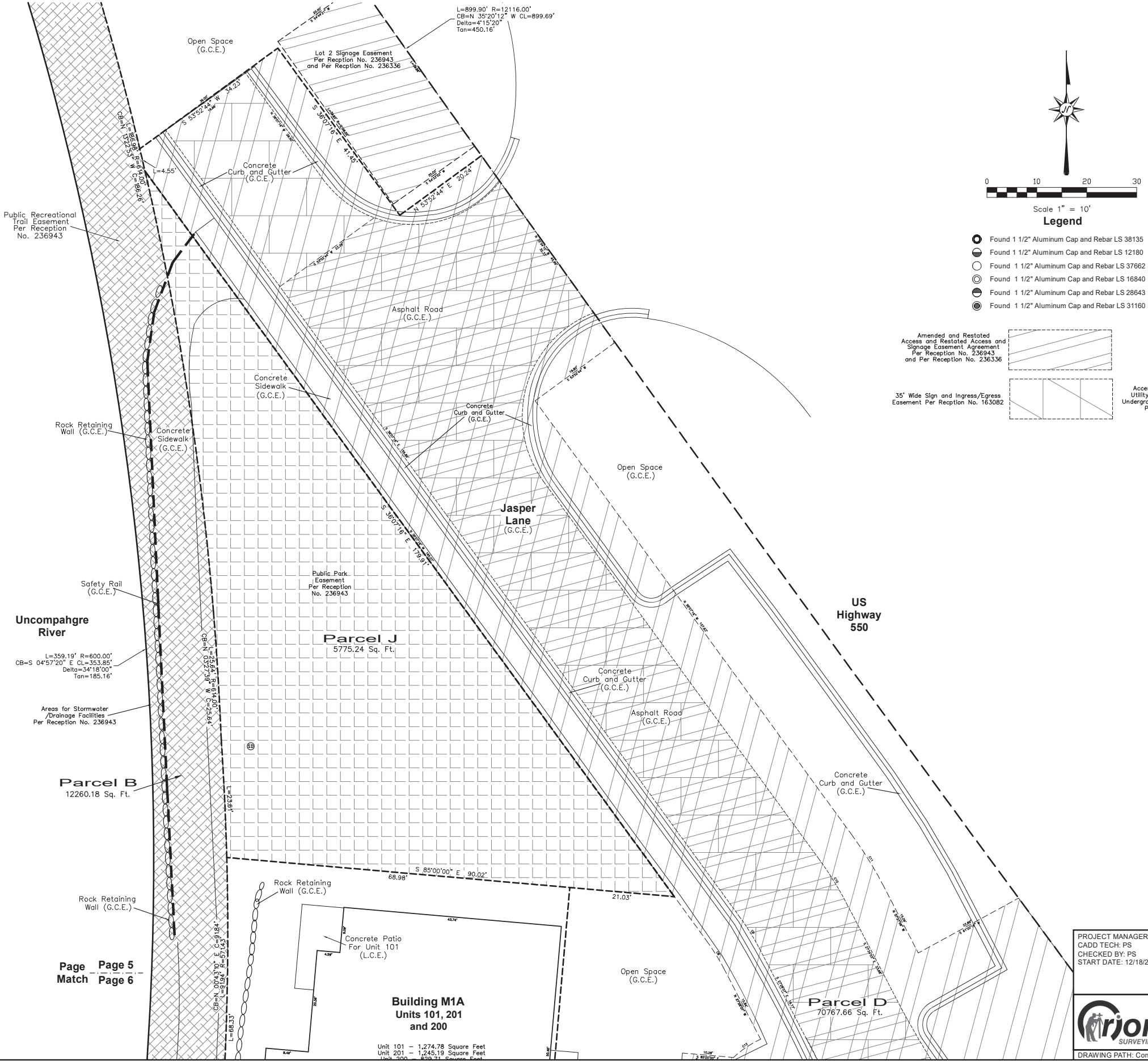
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Town of  
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Match Page 6



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Water Valve  
Water Manhole  
Storm Drain (G.C.E.)  
Water Meter  
Transformer  
Telephone Pedestal  
Fiber Optic Pedestal  
Electric Meter  
Sewer Manhole  
Fire Hydrant  
Curb Stop  
Rock Retaining Wall (G.C.E.)  
Street Lamp  
Well (G.C.E.)  
Sign  
Clean Out

G.C.E. = General Common Element  
L.C.E. = Limited Common Element  
C.H. = Ceiling Heights

Ceiling Slope  
Change in Height

Amended and Restated  
Access and Restated Access and  
Signage Easement Agreement  
Per Reception No. 236943  
and Per Reception No. 236336

Utility Easement &  
Easement For Underground  
and Related Facilities Per  
Reception No. 236943

Access Easement and Public Main  
Utility Easement and Easement for  
Underground Power and Related Facilities  
Per Reception No. 236943

PROJECT MANAGER: PS		REVISIONS	DATE	DESCRIPTION	BY
CADD TECH: PS		1	3/10/2025	Phase One Removal	PS
CHECKED BY: PS		2	5/07/2025	Town - Tom & Jake, Red Lines - Final	PS
START DATE: 12/18/24		3			
		4			
		5			

OFFICE (970) 249-5349 - CELL (970) 729-1289  
23414 UNCOMPAHGRE ROAD, MONTROSE, CO 81403  
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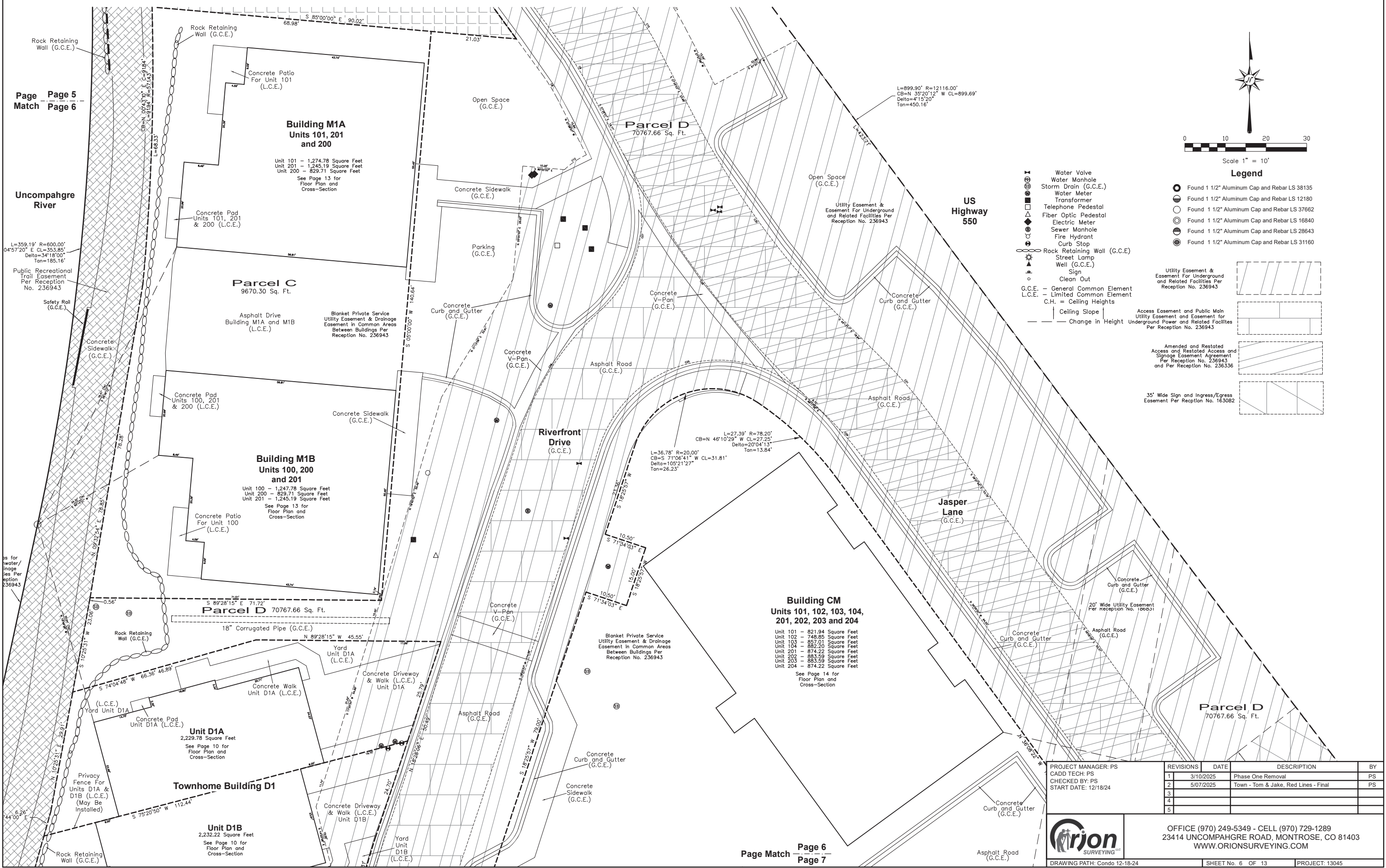
DRAWING PATH: Condo 12-18-24

SHEET No. 5 OF 13

PROJECT: 13045



Condominium Subdivision Plat/Map of Riverfront Village Condominiums, a Colorado Common Interest Community  
Located on Lot 1R, Triangle Subdivision in Section 16, Township 45 North, Range 8 West, NMPM,  
Town of Ridgway, County of Ouray, State of Colorado



Page 5  
Match Page 6

Uncompahgre River

Public Recreational Trail Easement Per Reception No. 236943

Concrete Sidewalk (G.C.E.)

Concrete Pad Units 100, 201 & 200 (L.C.E.)

Concrete Patio For Unit 100 (L.C.E.)

Concrete Pad Units 101, 201 & 200 (L.C.E.)

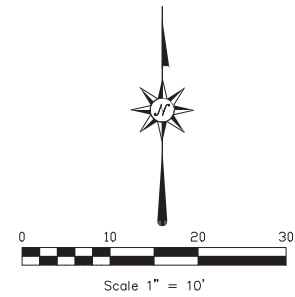
Concrete Pad Units 100, 201 & 200 (L.C.E.)

Concrete Pad Unit D1A (L.C.E.)

Concrete Pad Unit D1A (L.C.E.)

Concrete Pad Unit D1A (L.C.E.)

Concrete Pad Unit D1A (L.C.E.)



Legend

- Found 1 1/2" Aluminum Cap and Rebar LS 38135
- Found 1 1/2" Aluminum Cap and Rebar LS 12180
- Found 1 1/2" Aluminum Cap and Rebar LS 37662
- Found 1 1/2" Aluminum Cap and Rebar LS 16840
- Found 1 1/2" Aluminum Cap and Rebar LS 28643
- Found 1 1/2" Aluminum Cap and Rebar LS 31160
- Utility Easement & Easement For Underground and Related Facilities Per Reception No. 236943
- Access Easement and Public Main Utility Easement and Easement for Underground Power and Related Facilities Per Reception No. 236943
- Amended and Restated Access and Signage Easement Agreement Per Reception No. 236943 and Per Reception No. 236336
- 35' Wide Sign and Ingress/Egress Easement Per Reception No. 163082
- Water Valve
- Water Manhole
- Storm Drain (G.C.E.)
- Water Meter
- Transformer
- Telephone Pedestal
- Fiber Optic Pedestal
- Electric Meter
- Sewer Manhole
- Fire Hydrant
- Curb Stop
- Rock Retaining Wall (G.C.E.)
- Street Lamp
- Well (G.C.E.)
- Sign
- Clean Out
- G.C.E. - General Common Element
- L.C.E. - Limited Common Element
- C.H. = Ceiling Heights
- Ceiling Slope
- Change in Height

Page Match  
Page 6  
Page 7

PROJECT MANAGER: PS		REVISIONS	DATE	DESCRIPTION	BY
CADD TECH: PS		1	3/10/2025	Phase One Removal	PS
CHECKED BY: PS		2	5/07/2025	Town - Tom & Jake, Red Lines - Final	PS
START DATE: 12/18/24		3			
		4			
		5			

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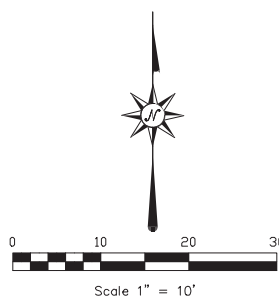
DRAWING PATH: Condo 12-18-24

SHEET No. 6 OF 13

PROJECT: 13045



Condominium Subdivision Plat/Map of Riverfront Village Condominiums, a Colorado Common Interest Community  
Located on Lot 1R, Triangle Subdivision in Section 16, Township 45 North, Range 8 West, NMPM,  
Town of Ridgway, County of Ouray, State of Colorado



Legend

- Water Valve
- Water Manhole
- Storm Drain (G.C.E.)
- Water Meter
- Transformer
- Telephone Pedestal
- Fiber Optic Pedestal
- Electric Meter
- Sewer Manhole
- Fire Hydrant
- Curb Stop
- Rock Retaining Wall (G.C.E.)
- Street Lamp
- Well (G.C.E.)
- Sign
- Clean Out
- G.C.E. = General Common Element
- L.C.E. = Limited Common Element
- C.H. = Ceiling Heights
- Ceiling Slope
- Change in Height

- Found 1 1/2" Aluminum Cap and Rebar LS 38135
- Found 1 1/2" Aluminum Cap and Rebar LS 12180
- Found 1 1/2" Aluminum Cap and Rebar LS 37682
- Found 1 1/2" Aluminum Cap and Rebar LS 16840
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Utility Easement & Easement For Underground and Related Facilities Per Reception No. 236943

Access Easement and Public Main Utility Easement and Easement for Underground Power and Related Facilities Per Reception No. 236943

Amended and Restated Access and Restated Access and Signage Easement Agreement Per Reception No. 236943 and Per Reception No. 236336

35' Wide Sign and Ingress/Egress Easement Per Reception No. 163082

Blanket Private Service Utility Easement & Drainage Easement in Common Areas Between Buildings Per Reception No. 236943

Blanket Private Service Utility Easement & Drainage Easement in Common Areas Between Buildings Per Reception No. 236943

Blanket Private Service Utility Easement & Drainage Easement in Common Areas Between Buildings Per Reception No. 236943

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Blanket Private Service Utility Easement & Drainage Easement in Common Areas Between Buildings Per Reception No. 236943

Blanket Private Service Utility Easement & Drainage Easement in Common Areas Between Buildings Per Reception No. 236943

Uncompahgre River

Townhome Building D1

Unit D1A  
2,229.78 Square Feet  
See Page 10 for Floor Plan and Cross-Section

Unit D1B  
2,232.22 Square Feet  
See Page 10 for Floor Plan and Cross-Section

Townhome Building D2

Unit D2A  
2,229.87 Square Feet  
See Page 10 for Floor Plan and Cross-Section

Unit D2B  
2,231.21 Square Feet  
See Page 10 for Floor Plan and Cross-Section

Townhome Building D3

Unit D3A  
2,229.78 Square Feet  
See Page 11 for Floor Plan and Cross-Section

Unit D3B  
2,232.24 Square Feet  
See Page 11 for Floor Plan and Cross-Section

Building M2  
Units 201 and 301  
Unit 201 - 1,331.18 Square Feet  
Unit 301 - 1,331.18 Square Feet  
See Page 16 for Floor Plan and Cross-Section

Building M2  
Units 202, 203, 302 and 303  
Unit 202 - 1,097.51 Square Feet  
Unit 203 - 1,097.51 Square Feet  
Unit 302 - 1,097.51 Square Feet  
Unit 303 - 1,097.51 Square Feet  
See Page 16 for Floor Plan and Cross-Section

Building M2  
Units 204 and 304  
Unit 204 - 1,097.51 Square Feet  
Unit 304 - 1,097.51 Square Feet  
See Page 16 for Floor Plan and Cross-Section

- Unit 101 - 821.94 Square Feet
- Unit 102 - 748.85 Square Feet
- Unit 103 - 857.01 Square Feet
- Unit 104 - 882.20 Square Feet
- Unit 201 - 874.22 Square Feet
- Unit 202 - 883.59 Square Feet
- Unit 203 - 883.59 Square Feet
- Unit 204 - 874.22 Square Feet

See Page 14 for Floor Plan and Cross-Section

Blanket Private Service Utility Easement & Drainage Easement in Common Areas Between Buildings Per Reception No. 236943

Parcel E  
21909.69 Sq. Ft.

Alpine Loop  
(G.C.E.)

Parcel D  
70767.66 Sq. Ft.

PROJECT MANAGER: PS  
CADD TECH: PS  
CHECKED BY: PS  
START DATE: 12/18/24

REVISIONS	DATE	DESCRIPTION	BY
1	3/10/2025	Phase One Removal	PS
2	5/07/2025	Town - Tom & Jake, Red Lines - Final	PS
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4			
5			



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DRAWING PATH: Condo 12-18-24

SHEET No. 7 OF 13

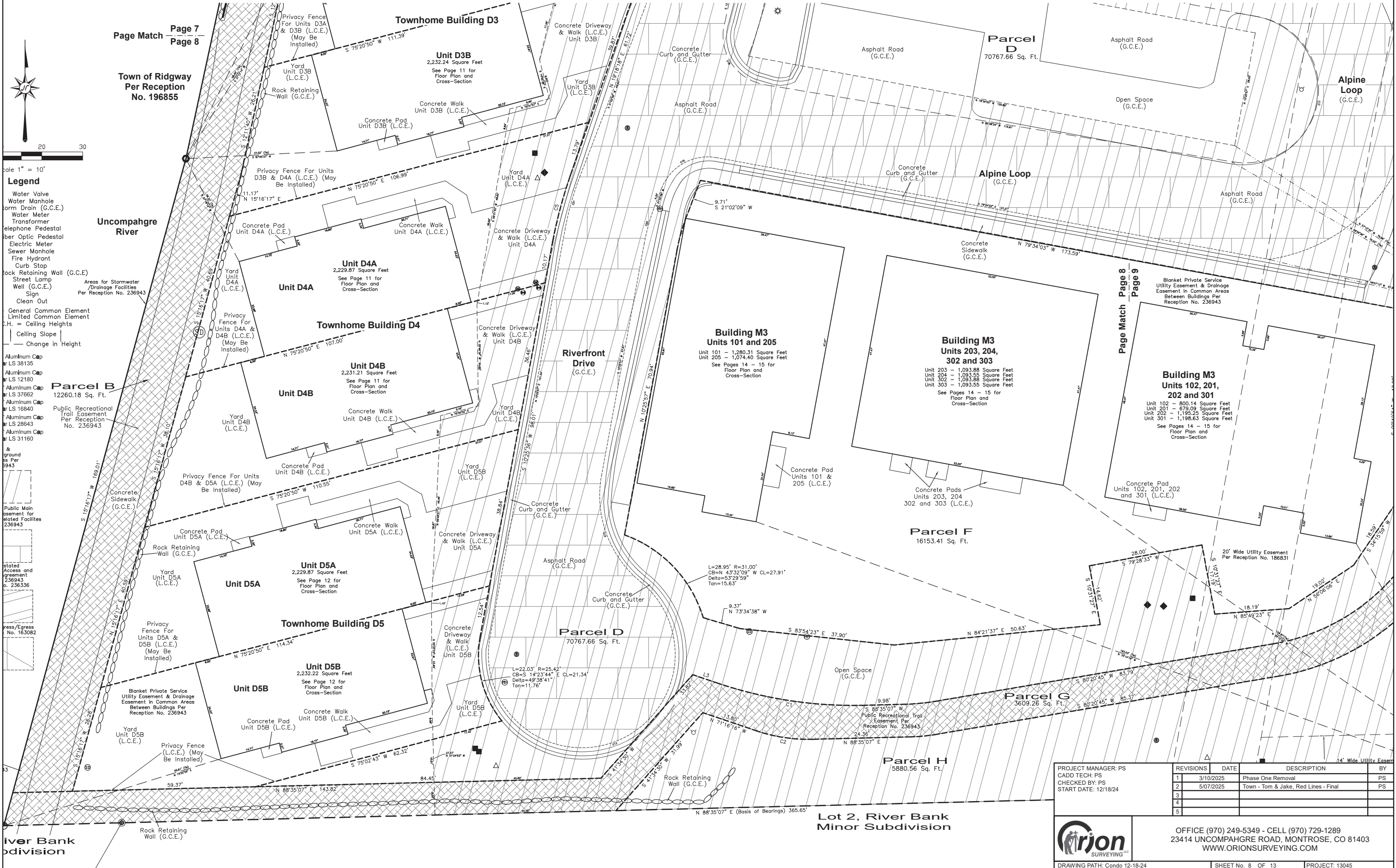
PROJECT: 13045


Page Match  
Page 7  
Page 8

Town of Ridgway  
Per Reception  
No. 196855



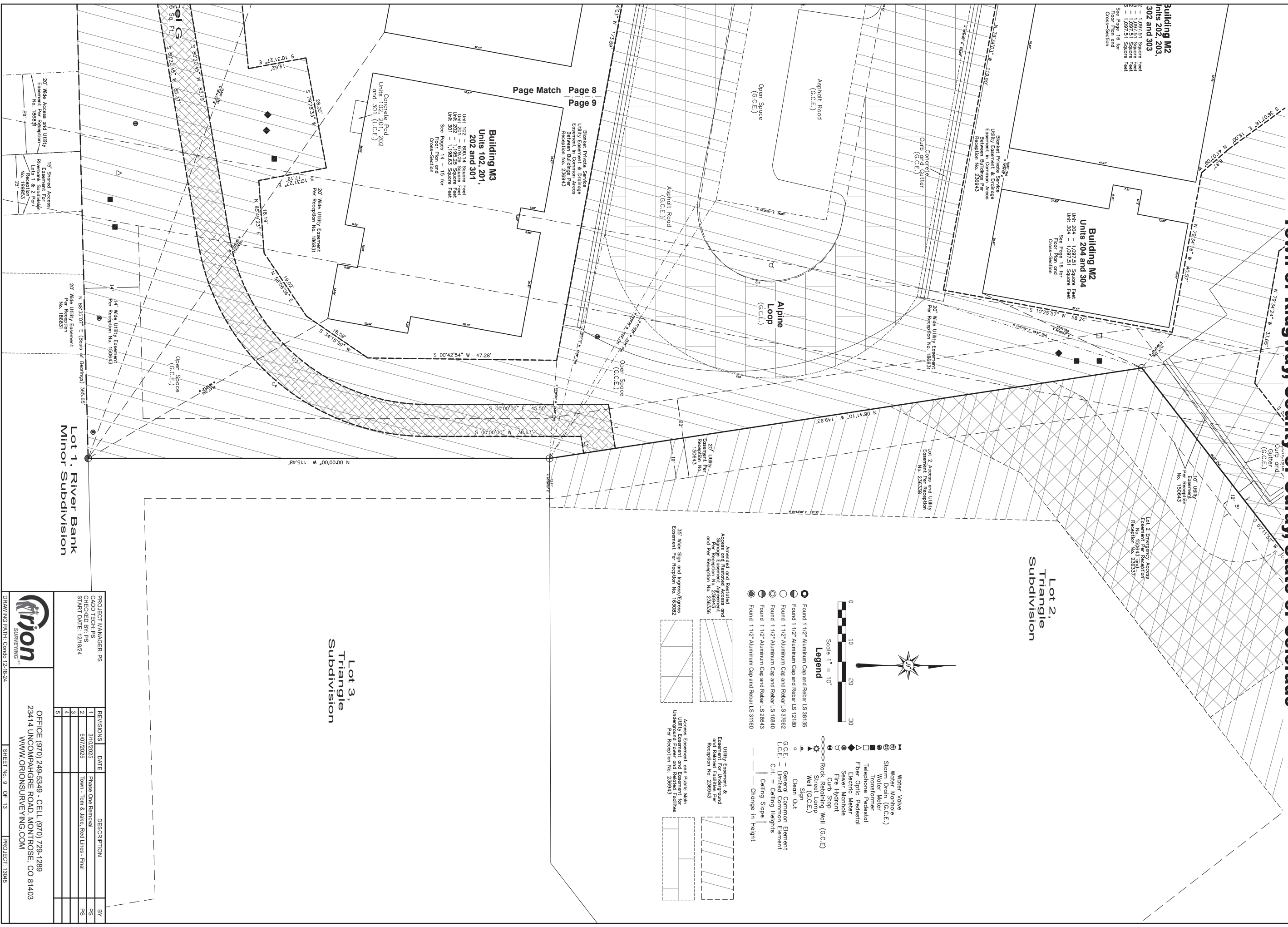
Condominium Subdivision Plat/Map of Riverfront Village Condominiums, a Colorado Common Interest Community  
Located on Lot 1R, Triangle Subdivision in Section 16, Township 45 North, Range 8 West, NMPM,  
Town of Ridgway, County of Ouray, State of Colorado



PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 12/18/24	REVISIONS	DATE	DESCRIPTION	BY
	1	3/10/2025	Phase One Removal	PS
	2	5/07/2025	Town - Tom & Jake, Red Lines - Final	PS
	3			
	4			
 OFFICE (970) 249-5349 - CELL (970) 729-1289 23414 UNCOMPAGHGRE ROAD, MONTROSE, CO 81403 WWW.ORIONSURVEYING.COM	5			
	DRAWING PATH: Condo 12-18-24			
	SHEET No. 8 OF 13			
	PROJECT: 13045			

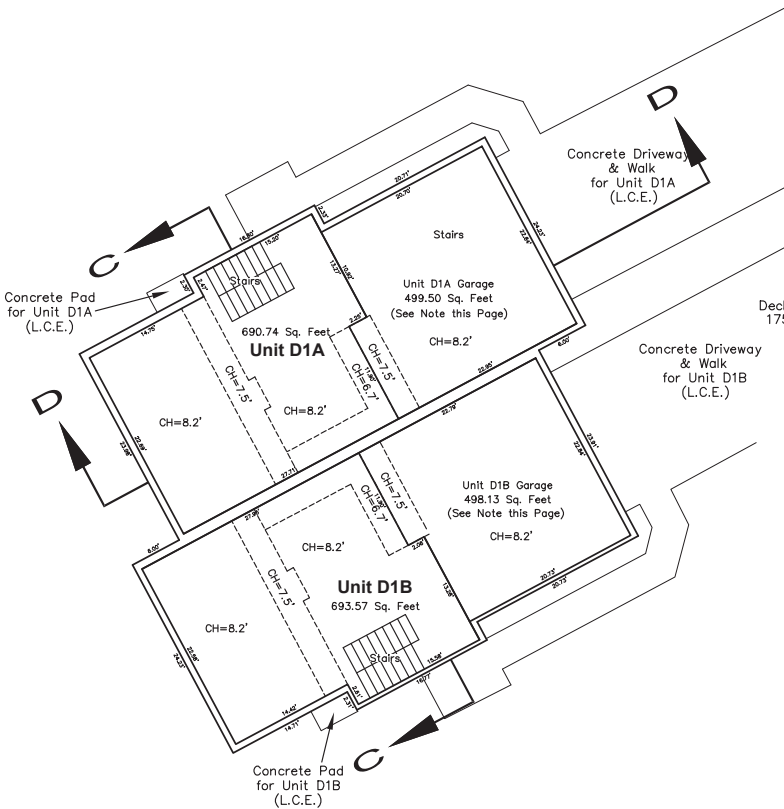


**Condominium Subdivision Plat/Map of Riverfront Village Condominiums,  
a Colorado Common Interest Community  
Located on Lot 1R, Triangle Subdivision in Section 16, Township 45 North, Range 8 West, NMPM,  
Town of Ridgway, County of Ouray, State of Colorado**

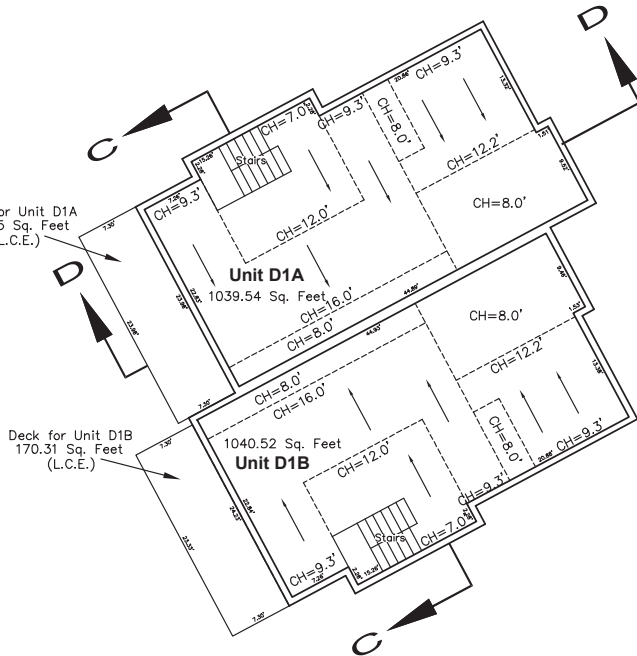


Condominium Subdivision Plat/Map of Riverfront Village Condominiums, a Colorado Common Interest Community  
Located on Lot 1R, Triangle Subdivision in Section 16, Township 45 North, Range 8 West, NMPM,  
Town of Ridgway, County of Ouray, State of Colorado

Townhome Building D1

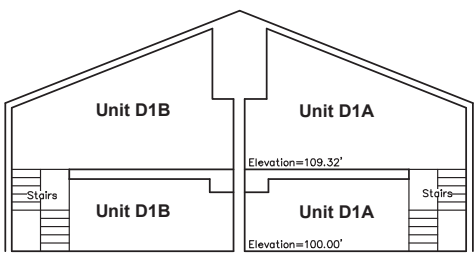


First Floor

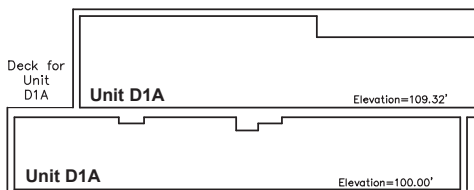


Second Floor

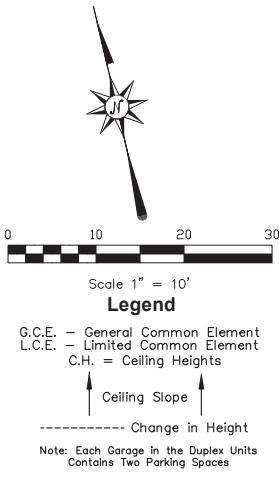
Townhome Building D1



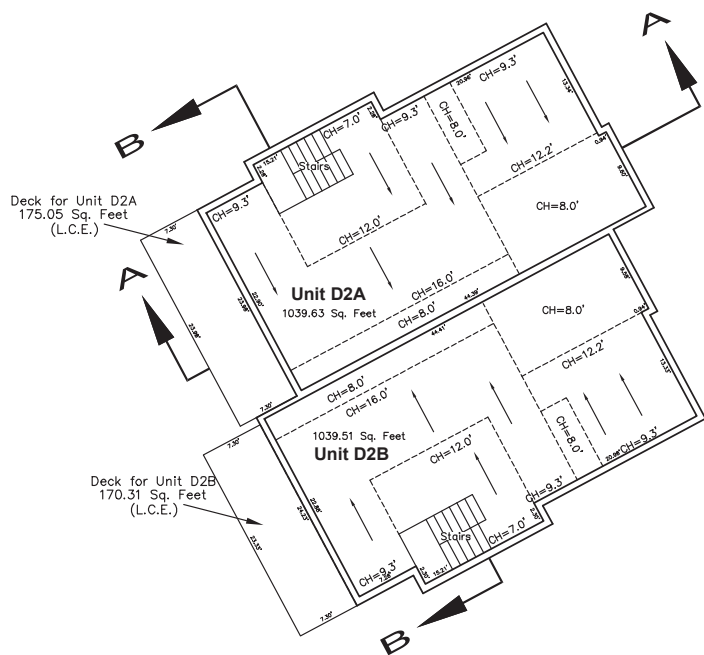
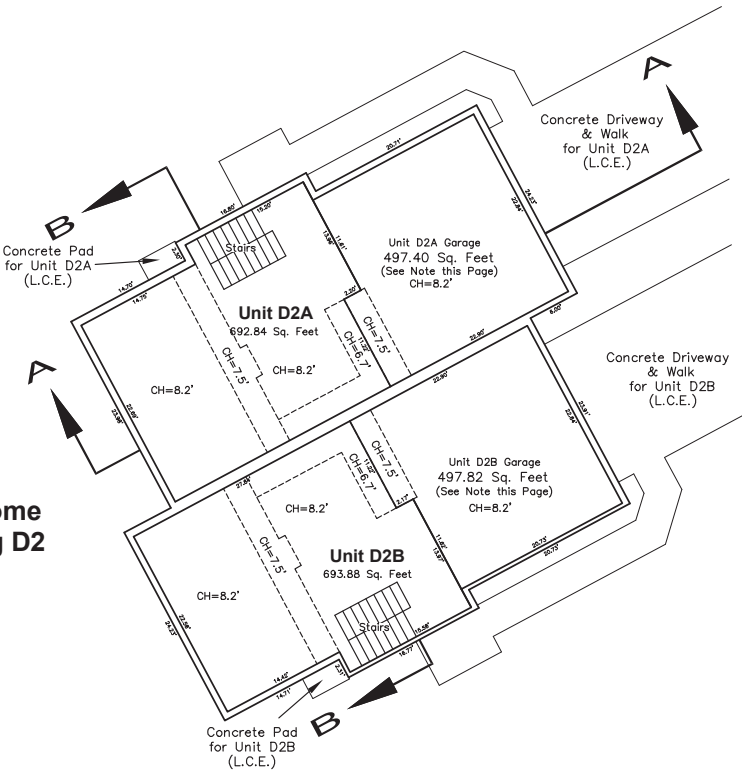
Cross Section C-C



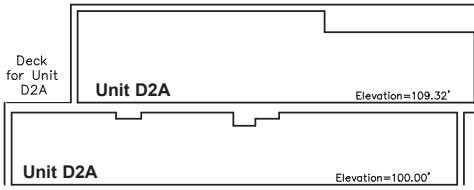
Cross Section D-D



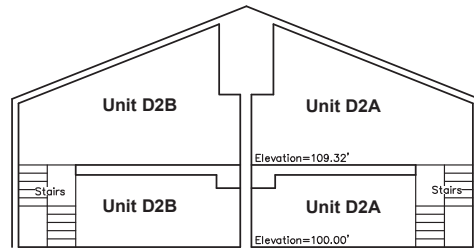
Townhome Building D2




Townhome Building D2



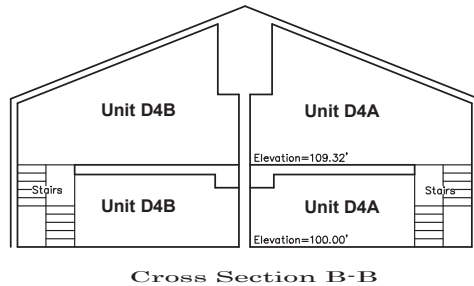
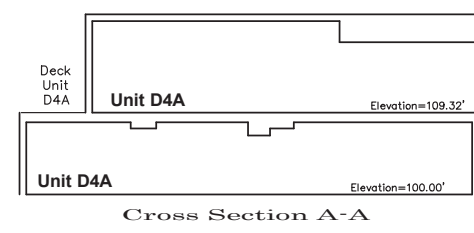
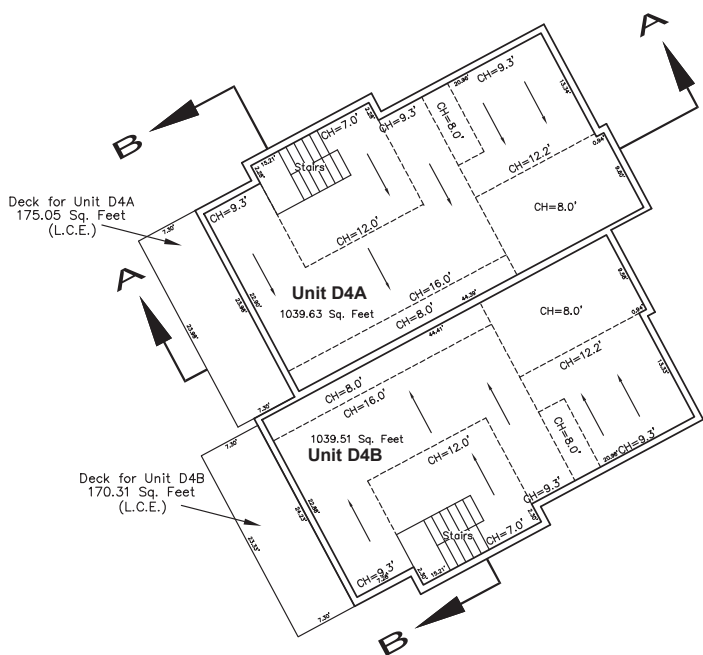
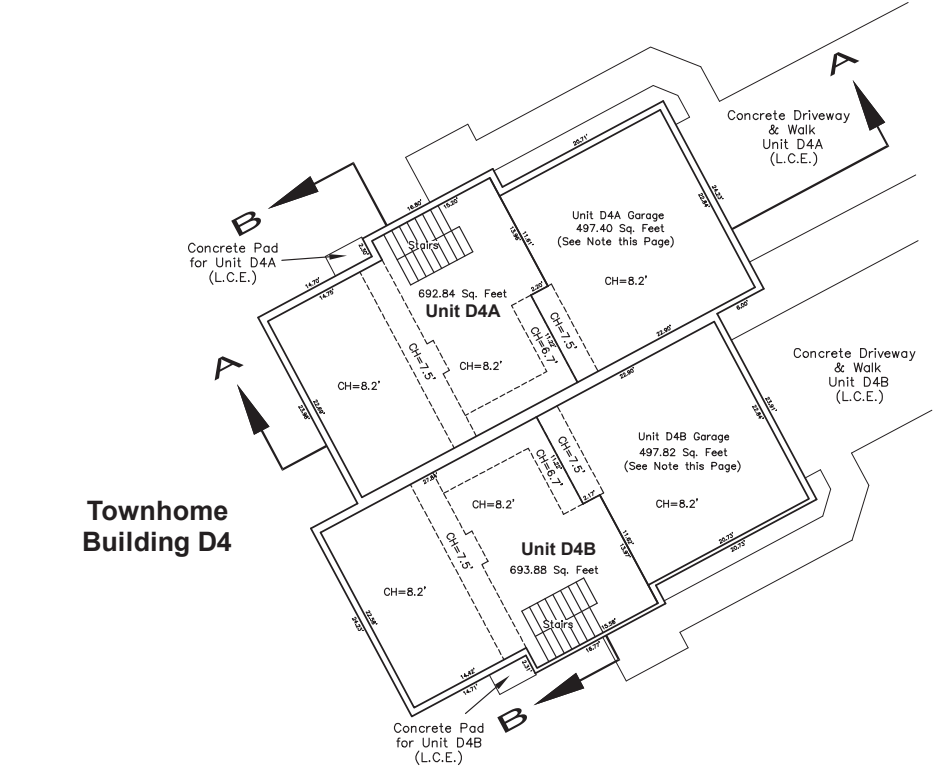
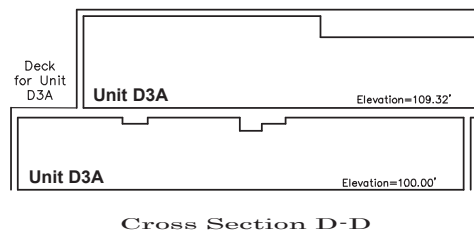
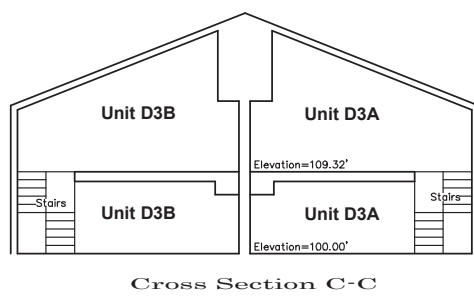
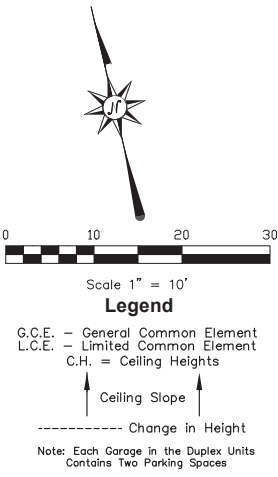
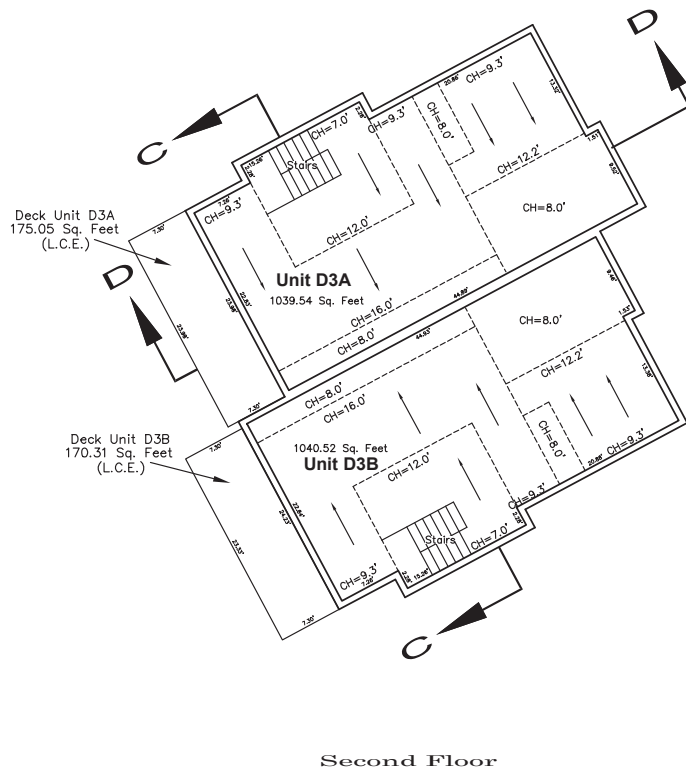
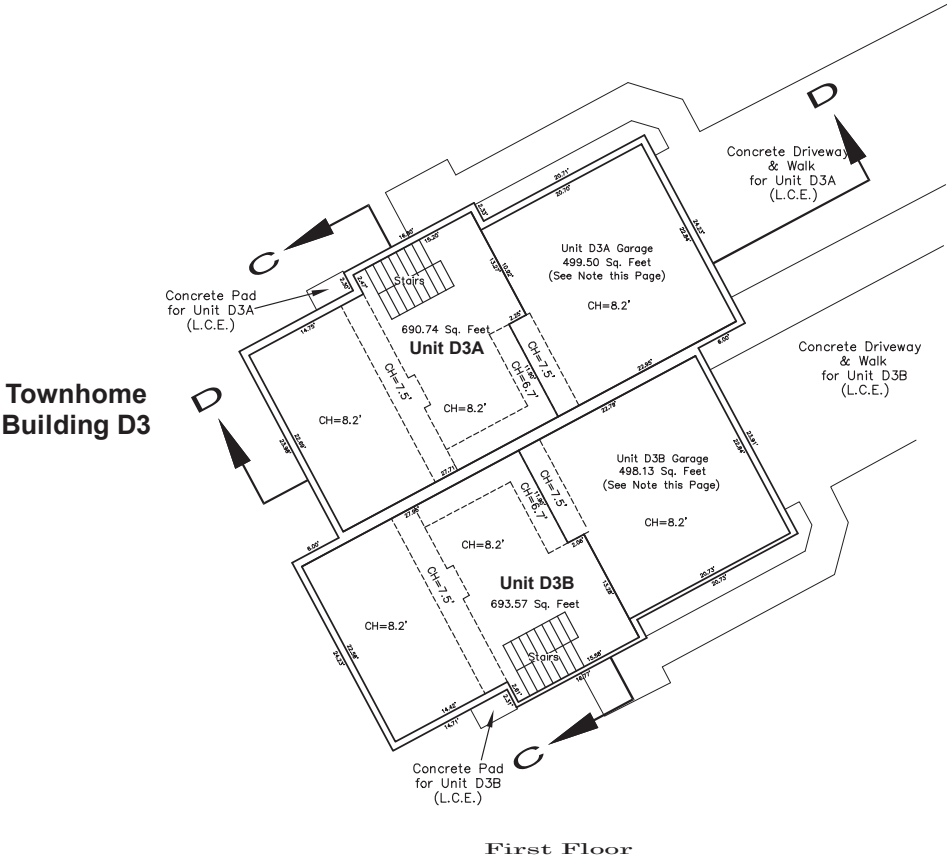
Cross Section A-A




Cross Section B-B

PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 12/18/24	REVISIONS	DATE	DESCRIPTION	BY
	1	3/10/2025	Phase One Removal	PS
	2	5/07/2025	Town - Tom & Jake Red Lines - Final	PS
	3			
	4			
	5			
 OFFICE (970) 249-5349 - CELL (970) 729-1289 23414 UNCOMPAHGRE ROAD, MONTROSE, CO 81403 WWW.ORIONSURVEYING.COM				
DRAWING PATH: Condo 12-18-24				
SHEET No. 10 OF 16				
PROJECT: 13045				

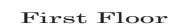
Condominium Subdivision Plat/Map of Riverfront Village Condominiums, a Colorado Common Interest Community  
Located on Lot 1R, Triangle Subdivision in Section 16, Township 45 North, Range 8 West, NMPM,  
Town of Ridgway, County of Ouray, State of Colorado



PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 12/18/24	REVISIONS	DATE	DESCRIPTION	BY
	1	3/10/2025	Phase One Removal	PS
	2	5/07/2025	Town - Tom & Jake Red Lines - Final	PS
	3			
	4			
	5			
 OFFICE (970) 249-5349 - CELL (970) 729-1289 23414 UNCOMPAHGRE ROAD, MONTROSE, CO 81403 WWW.ORIONSURVEYING.COM				
DRAWING PATH: Condo 12-18-24				
SHEET No. 11 OF 16				
PROJECT: 13045				



## Townhome Building D5



Scale 1" = 10'

### Legend

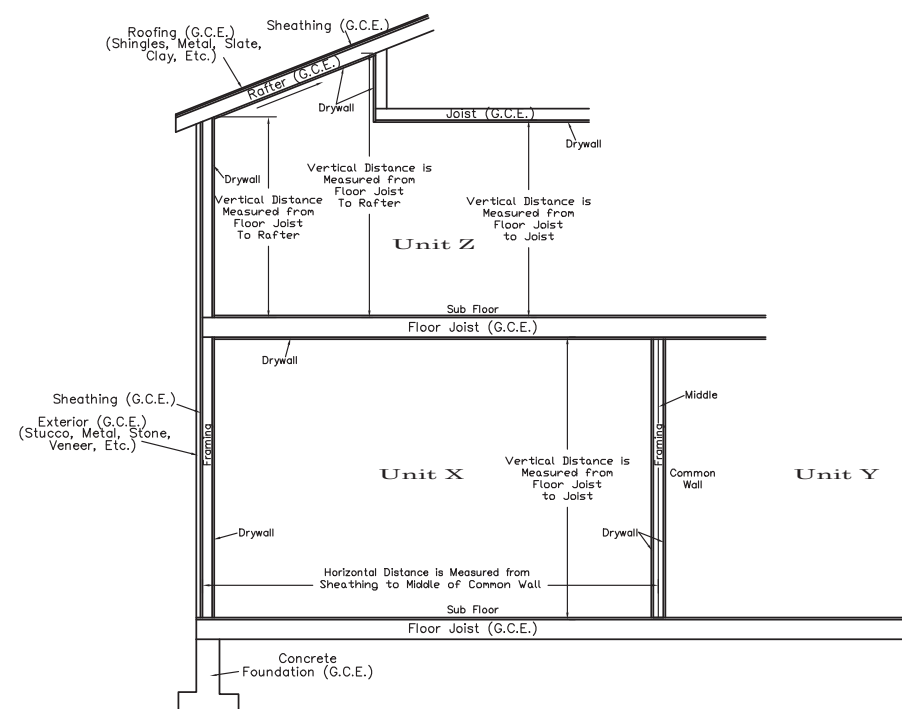
G.C.E. - General Common Element  
L.C.E. - Limited Common Element  
C.H. = Ceiling Heights

↑ Ceiling Slope

Note: Each Garage in the Duplex Units  
Contains Two Parking Spaces

## Air Space Unit Measurement Exhibit

Not-to-Scale



PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 12/18/24	REVISIONS	DATE	DESCRIPTION	BY
	1	3/10/2025	Phase One Removal	PS
	2	5/07/2025	Town - Tom & Jake Red Lines - Final	PS
	3			
	4			
	5			



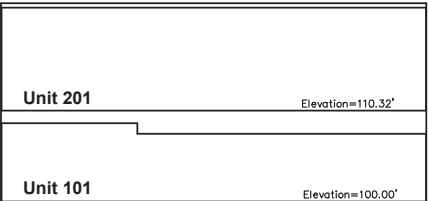
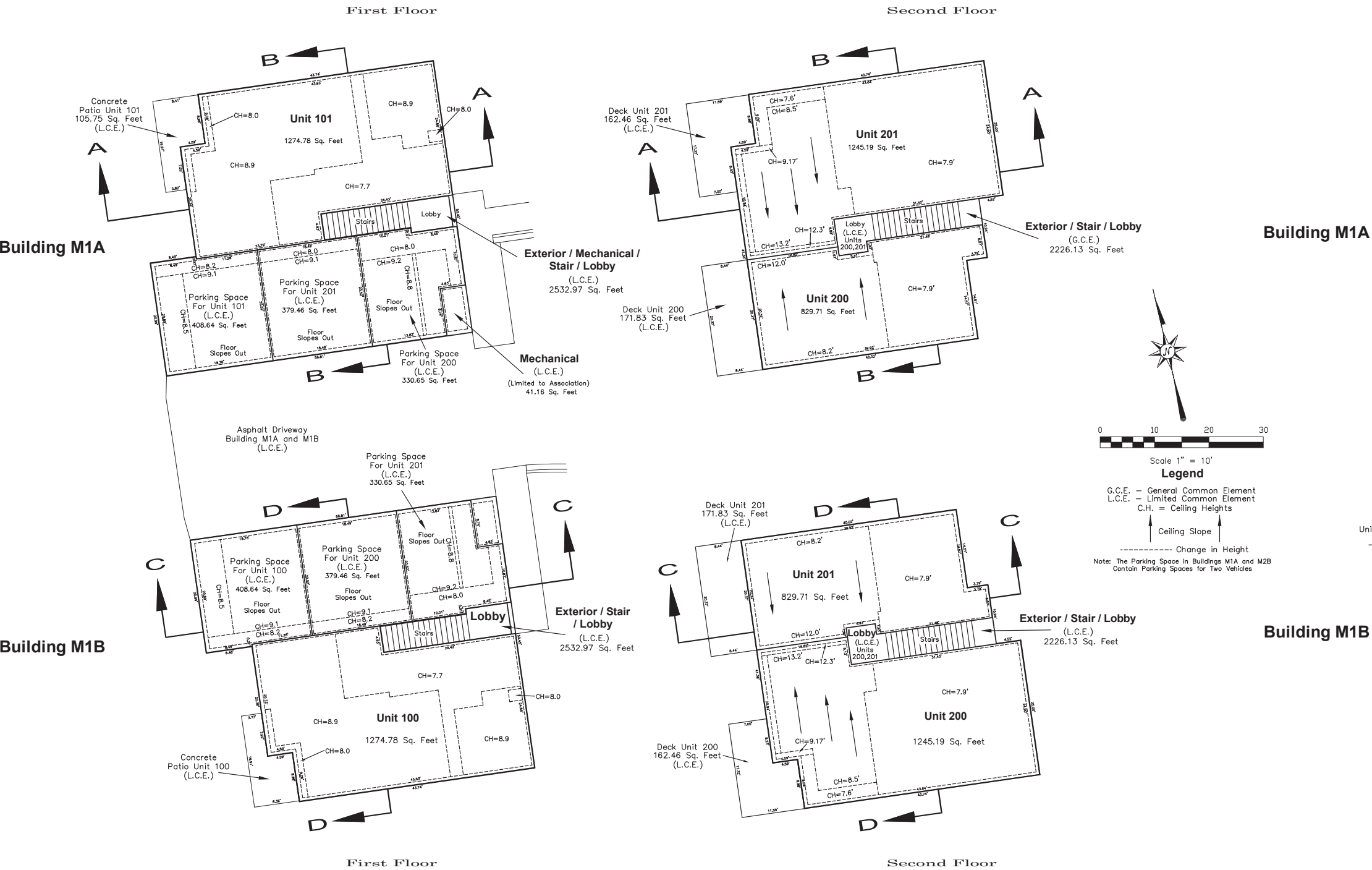
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DRAWING PATH: Condo 12-18-24

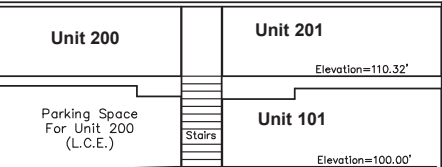
SHEET No. 12 OF 16

PROJECT: 13045

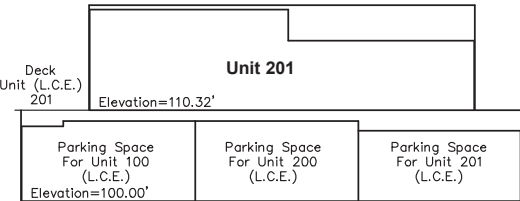
Condominium Subdivision Plat/Map of Riverfront Village Condominiums, a Colorado Common Interest Community  
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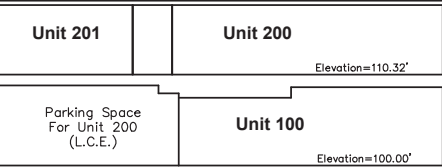
Cross Section A-A



Cross Section B-B




Cross Section C-C



Cross Section D-D

PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 12/18/24	REVISIONS 1 3/10/2025 Phase One Removal 2 5/07/2025 Town - Tom & Jake Red Lines - Final 3 4 5	DATE 3/10/2025 5/07/2025    	DESCRIPTION Phase One Removal Town - Tom & Jake Red Lines - Final    	BY PS PS    
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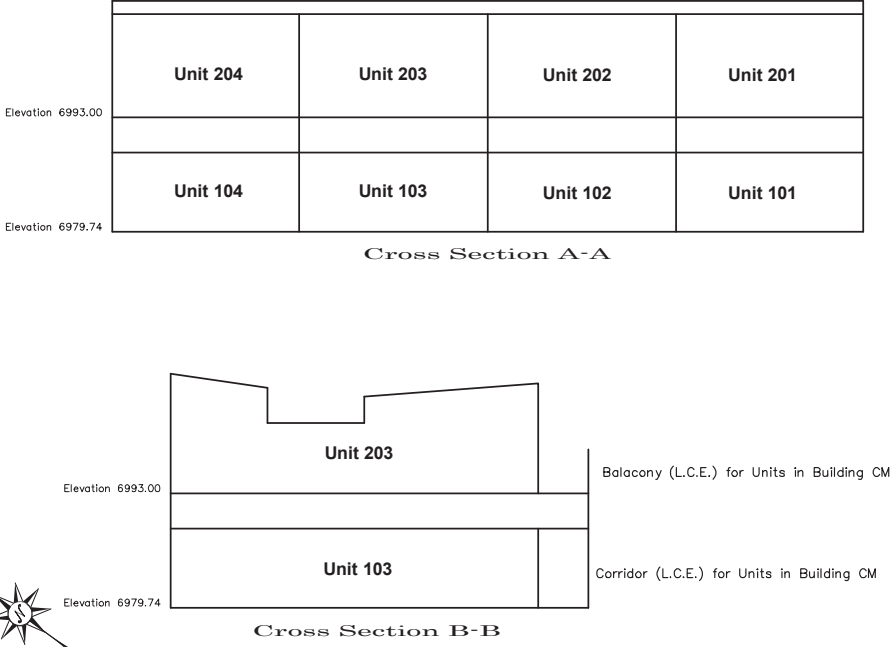
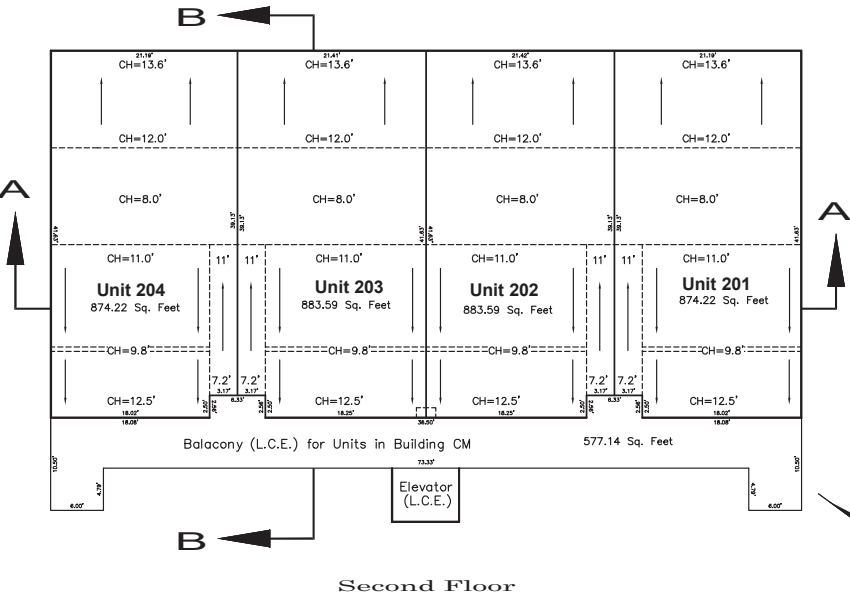
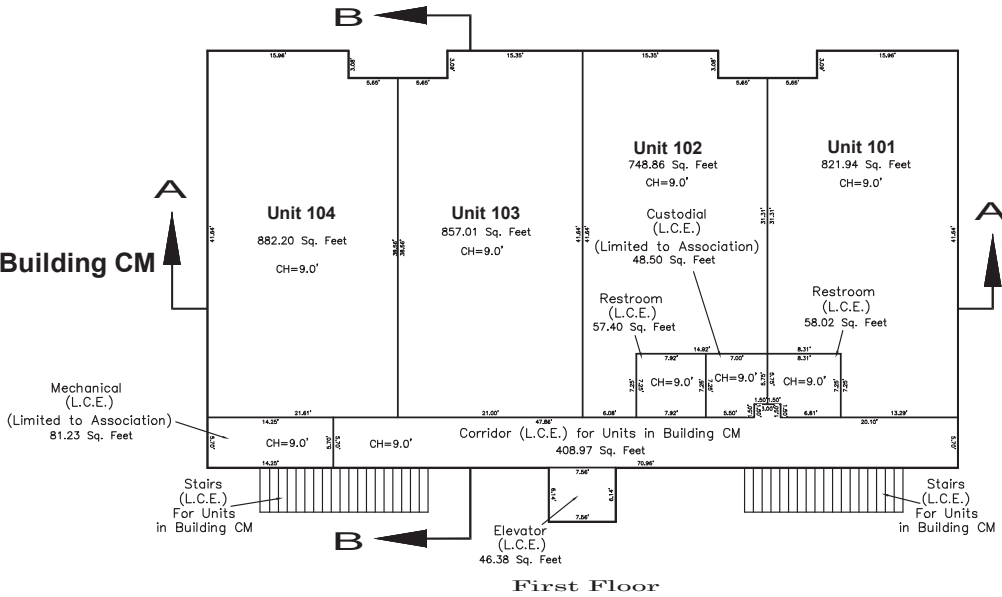
DRAWING PATH: Condo 12-18-24

SHEET No. 13 OF 16

PROJECT: 13045



Condominium Subdivision Plat/Map of Riverfront Village Condominiums, a Colorado Common Interest Community  
Located on Lot 1R, Triangle Subdivision in Section 16, Township 45 North, Range 8 West, NMPM,  
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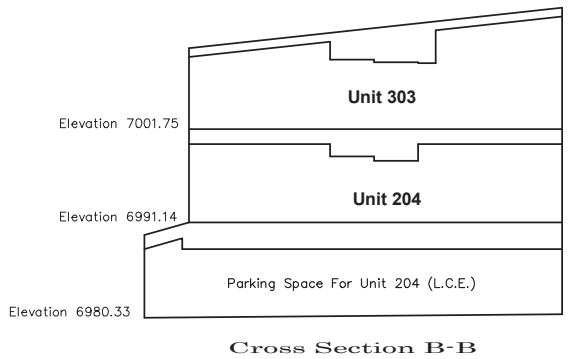
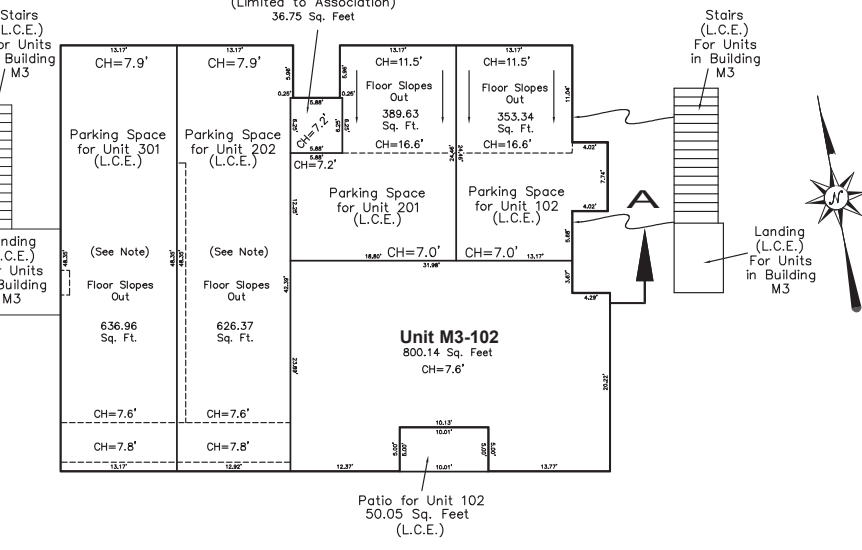
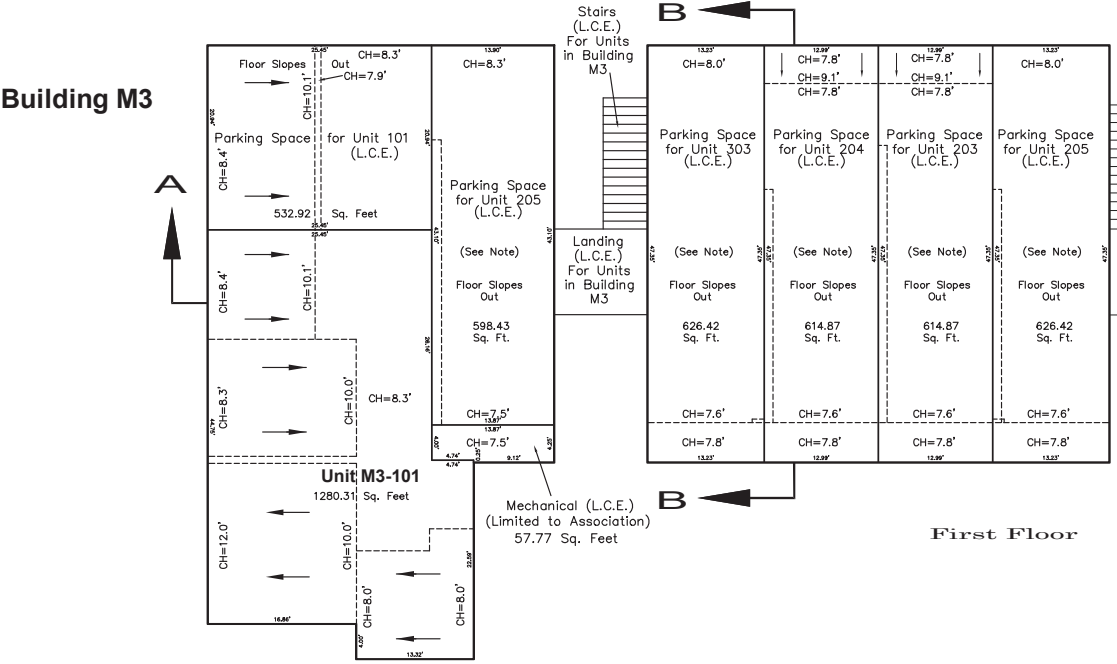


**Legend**

G.C.E. - General Common Element  
L.C.E. - Limited Common Element  
C.H. = Ceiling Heights

↑ Ceiling Slope  
----- Change in Height

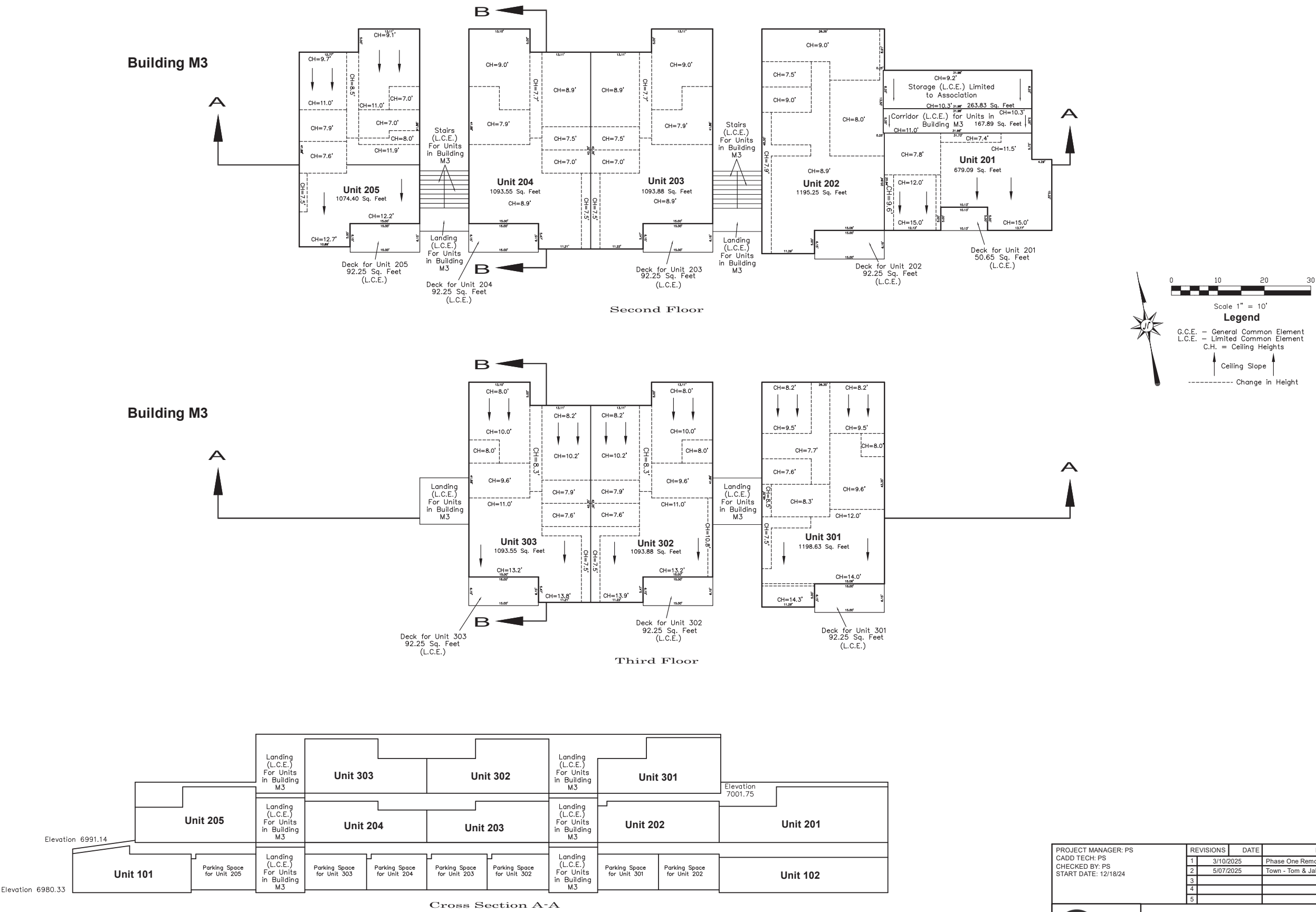
Note: Parking Spaces in Buildings M2 and M3  
Consist of Tandem Units, Both of Which are Designated as  
L.C.E. for the Exclusive Use of the Unit assigned on the Map.



PROJECT MANAGER: PS	REVISIONS	DATE	DESCRIPTION	BY
CADD TECH: PS	1	3/10/2025	Phase One Removal	PS
CHECKED BY: PS	2	5/07/2025	Town - Tom & Jake, Red Lines - Final	PS
START DATE: 12/18/24	3			
	4			
	5			

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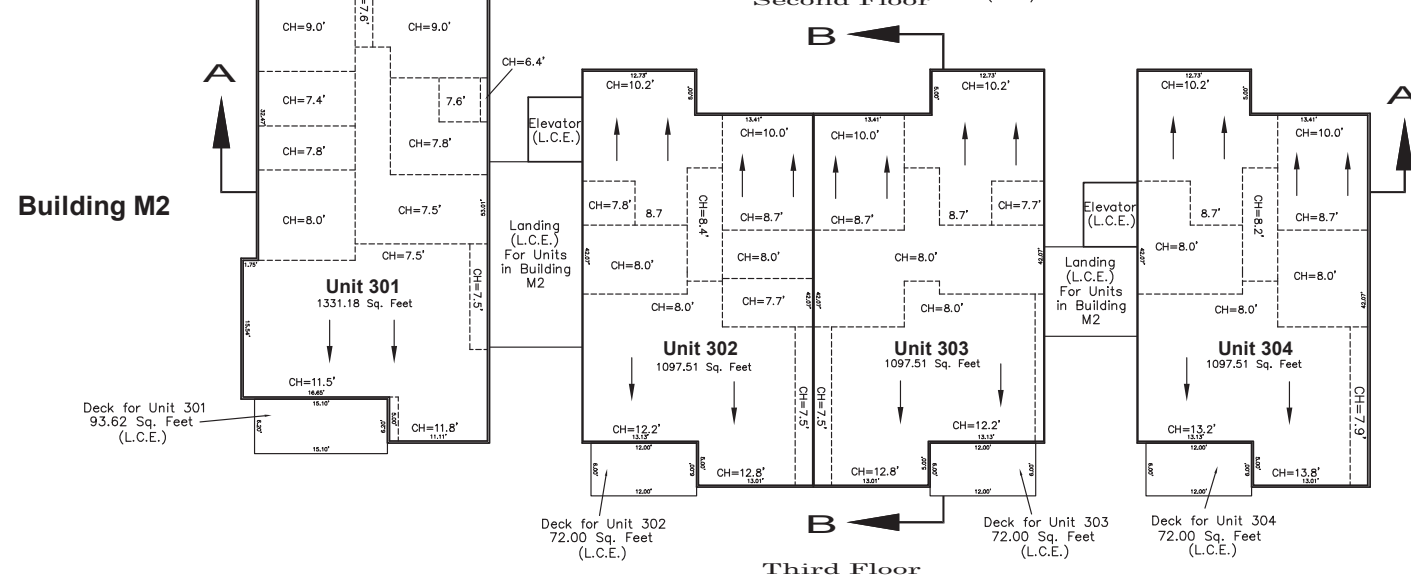
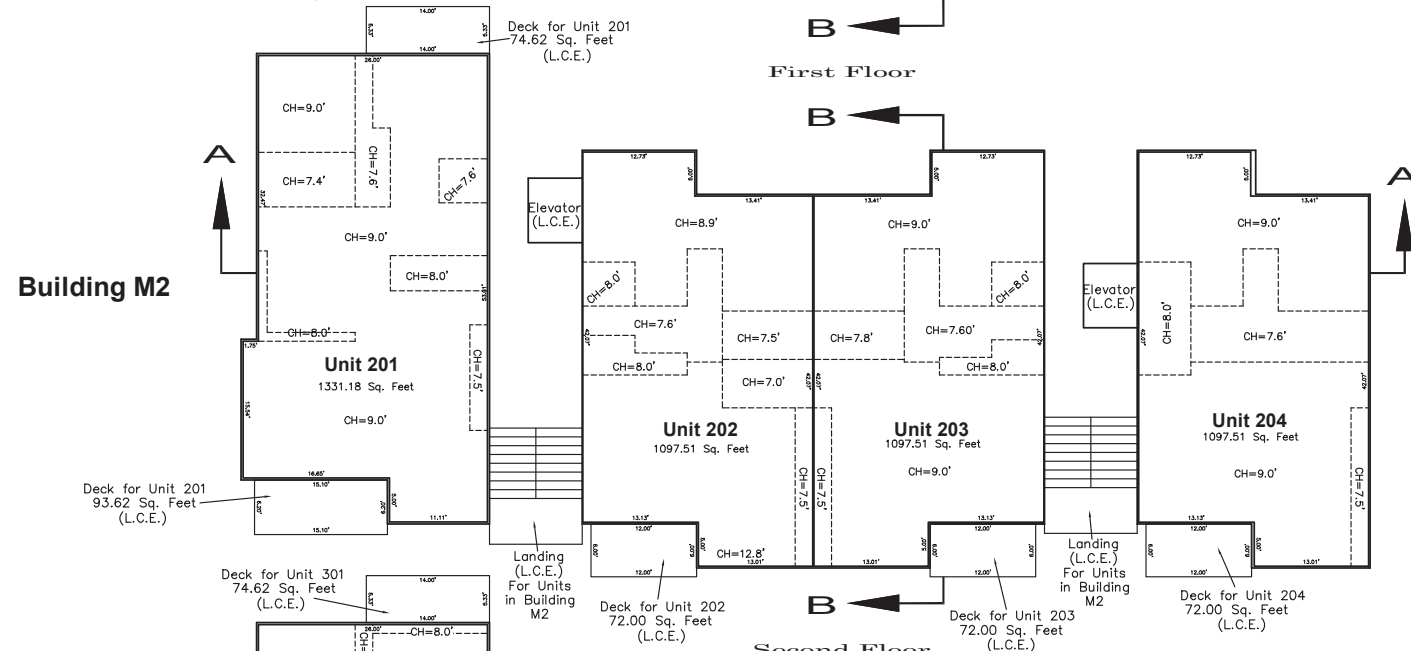
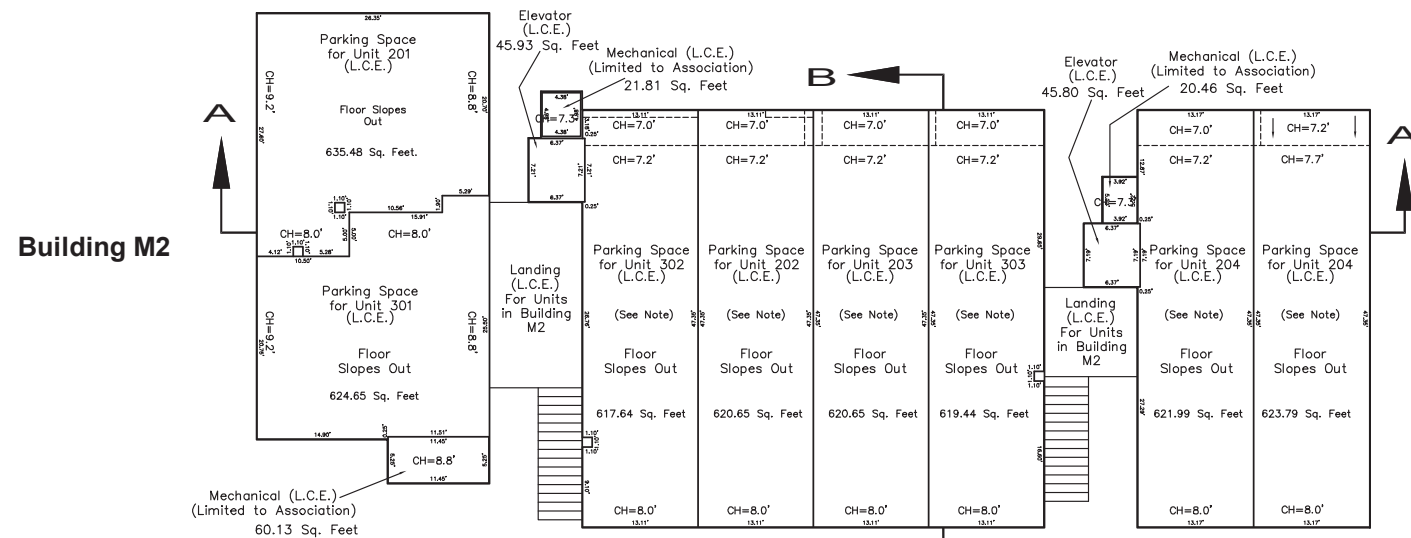


REVISIONS	DATE	DESCRIPTION	BY
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2	5/07/2025	Town - Tom & Jake, Red Lines - Final	PS
3			
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5			



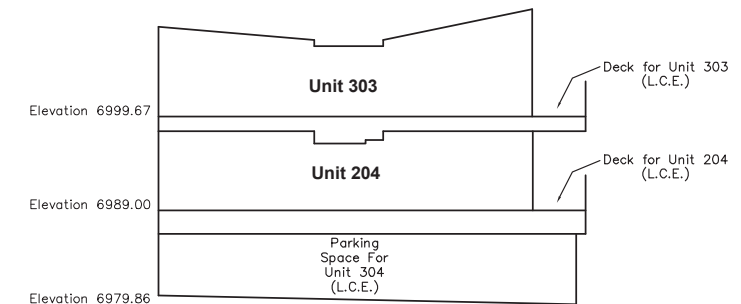
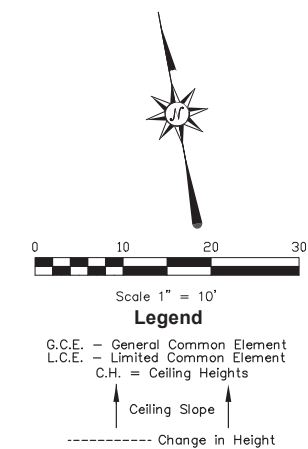
OFFICE (970) 249-5349 - CELL (970) 729-1289  
 23414 UNCOMPAHGRE ROAD, MONTROSE, CO 81403  
 WWW.ORIONSURVEYING.COM

**Condominium Subdivision Plat/Map of Riverfront Village Condominiums, a Colorado Common Interest Community  
Located on Lot 1R, Triangle Subdivision in Section 16, Township 45 North, Range 8 West, NMPM,  
Town of Ridgway, County of Ouray, State of Colorado**




Elevation 6999.67	Unit 301		Landing (L.C.E.) For Units in Building M2	Unit 302		Unit 303		Elevator (L.C.E.)	Unit 304	
	Unit 201		Landing (L.C.E.) For Units in Building M2	Unit 202		Unit 203			Unit 204	
	Parking Space For Unit 201 (L.C.E.)	Parking Space For Unit 301 (L.C.E.)	Landing (L.C.E.) For Units in Building M2	Parking Space For Unit 302 (L.C.E.)	Parking Space For Unit 202 (L.C.E.)	Parking Space For Unit 203 (L.C.E.)	Parking Space For Unit 303 (L.C.E.)		Parking Space For Unit 304 (L.C.E.)	Parking Space For Unit 204 (L.C.E.)
Elevation 6989.00										
Elevation 6979.86										

Cross Section A-A



Cross Section B-B

PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 12/18/24	REVISIONS	DATE	DESCRIPTION	BY
	1	3/10/2025	Phase One Removal	PS
	2	5/07/2025	Town - Tom & Jake, Red Lines - Final	PS
	3			
	4			
	5			
		OFFICE (970) 249-5349 - CELL (970) 729-1289 23414 UNCOMPAGHRE ROAD, MONTROSE, CO 81403 WWW.ORIONSURVEYING.COM		
DRAWING PATH: Condo 12-18-24		SHEET No. 16 OF 16		PROJECT: 13045

## AGENDA ITEM #2



**To:** The Town of Ridgway Planning Commission  
**Cc:** Preston Neill, *Ridgway Town Manager*  
TJ Dlubac, AICP, *CPS, Contracted Town Planner*  
**From:** Angie Kemp, AICP, *Ridgway Town Planner*  
**Date:** May 16, 2025  
**Subject:** **RidgSix Final Plat (PUD Townhome Subdivision)**  
Staff Report for May 21<sup>st</sup> Planning Commission Meeting

---

## APPLICATION INFORMATION

---

**Request:** RidgSix Townhome Subdivision Final Plat (1 lot to 7 lots)  
**Legal:** Lots 16, 17, 18, 19, and 20, Block 28, Town of Ridgway, S: 16 T: 45 R: 8, N.M.P.M.  
**Address:** 283 N. Cora Street, Ridgway, CO 81432  
**General Location:** Southwest corner of the intersection of N. Cora St and Charles St.  
**Parcel Number:** 430516209001  
**Zone District:** Historic Residential (HR)  
**Current Use:** Single-Family Home  
**Applicant:** Matt McIsaac  
**Owner:** North Cora Street LLC

## PROJECT OVERVIEW

---

### BACKGROUND

The Applicant received conditional approval for the RidgSix Planned Unit Development (PUD) and Preliminary Plat on August 10, 2022. Conditions have been adequately addressed, and modifications have been made to the site design to help address any existing issues, which had been outlined in a letter from Town to the applicant dated August 5, 2022 and found in the Staff Report for the August 10<sup>th</sup> Town Council public hearing. The Sketch Plan was approved on July 28, 2021. The application was processed under the old code, so there are a few differences in the process between Final Plat and Townhome Subdivision Plat. This application will require Planning Commission recommendation to the Town Council, and Town Council is the final decision-maker.

This property is located at the southwest corner of North Cora Street and Charles Street, in the Historic Residential district. The lot is a quarter block and is 20,164 square feet, or 0.46 acres and contains a single-family residence in the southwest corner.



Infrastructure for utilities, access driveways, and public improvements that include curb, gutter, sidewalk have been installed. Town Engineering is working with the applicant to finalize acceptance of the improvements. At the time this report was drafted, the remaining work to be done is the sealing of all the concrete to comply with Town Standards and Specifications. The As-built drawings have been submitted and accepted by the town. We are still waiting for the digital files to be submitted in a suitable format so that the as-builts can be included in our GIS map, specifically for the layers that show infrastructure improvements.

### **REQUEST**

The proposal includes dividing this parcel into seven different lots – one with the existing single-family home over an attached garage, and the other six as townhouse lots facing Charles Street. The approximate size of each new townhouse unit is 2,131 sq. ft. of heated living space consisting of 3 bedrooms and 2.5 bathrooms over three levels with a 305 sq ft 1-car garage.

The applicant has submitted an application, associated fees, final plat, and other required support materials for this request to the Town. The property and hearing have been noticed and posted by the Town in accordance with the Ridgway Municipal Code, and all conditions of Preliminary Plat Approval have been met to the satisfaction of Town staff.

### **CODE REQUIREMENTS**

---

The application is being processed under the prior Municipal Code, the same standards and code that was in place at the time of Preliminary Plat and PUD approval. The applicable code sections are discussed herein.

#### **RMC §7-3-1 (F) REQUIRED IMPROVEMENTS AND STANDARDS:**

*The PUD Plan shall provide for construction of the same improvements required for subdivisions in Subsection 7-4-6 and design standards of subsection 7-4-7.*

As noted, many of the standards were addressed through the PUD process and approvals.

#### **RMC §7-4-5 SUBDIVISION PROCEDURE**

*The subdivision of land shall be accomplished in accordance with the following procedures, unless an alternative procedure is authorized by these regulations.*

*(A) Informal Review and Sketch Plan*

*(B) Preliminary Plat*

*(C) Final Plat*

#### **RMC §7-4-6 REQUIRED IMPROVEMENTS:**

Survey monuments, sewer collection systems connected to Town's and dedicated to Town, domestic water systems connected to Town's and dedicated to Town, a fire prevention system, electricity, storm drainage system, curb, gutter, and sidewalk are all required improvements.

#### **RMC §7-4-7 DESIGN STANDARDS:**

*(B) All subdivisions shall be developed in accordance with the Town's Master Plans, Zoning Regulations, Flood Plain Regulations, and other applicable Town ordinances, regulations and specifications.*

This RMC section discussed the design standards of streets, alleys, lots, and blocks, public utilities and easements, water and sewer systems, curb, gutter, and sidewalks, survey monuments, drainage systems.

## ANALYSIS

### MASTER PLAN CONFORMANCE

This parcel is identified as *Town Core Neighborhoods* on the Future Land Use Map of the 2019 Master Plan. This anticipates the following land uses and development patterns:

<b>Maximum Density / Height</b>	6 to 12 du/ac; 3 stories
<b>Primary Uses:</b>	Single-family homes, duplexes, and smaller multi-family residential uses.
<b>Supporting Uses</b>	Professional offices and service businesses, limited retail, parks and recreational facilities, community gardens, civic and government facilities.
<b>Characteristics</b>	<ul style="list-style-type: none"> <li>The Town Core is the commercial heart of Ridgway with a unique historic character, pedestrian oriented development pattern, and vibrant mix of uses, including those oriented towards the community and tourists.</li> <li>Historic preservation and adaptive reuse of existing structures are a priority to maintain the historic character of this area. New development should respect the character of existing development.</li> <li>Residential uses are encouraged as supporting uses, particularly in the stories above commercial uses or as standalone multifamily buildings, townhomes, or attached single-family housing.</li> <li>Sidewalks, public art, lighting, street trees, and other streetscape enhancements are encouraged to improve the walkability and experience of pedestrians.</li> </ul>

Staff believes the project is in general conformance with the goals and policies identified within the 2019 Master Plan and the Future Land Use Map. Figure 1 displays the Future Land Use classification of the subject property and surrounding area. The Master Plan provides important insight into the community's vision. Though these goals are not firm requirements, it is important that the applicant showcase the various ways their project meets these goals.

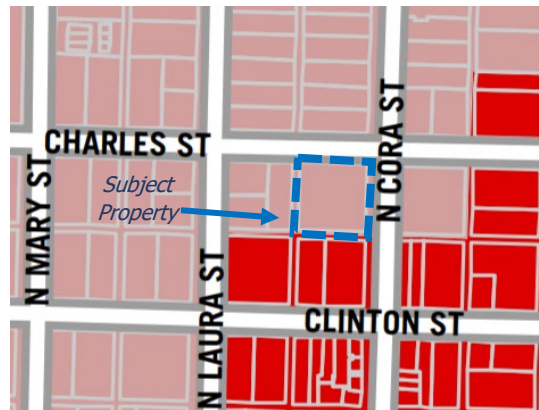


Figure 1. Future Land Use Map

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

- Goal COM-2: Encourage a diversity of housing options that meet the needs of residents.

- Policy Com-2.1: Diversity of Housing Types: Encourage development of a variety of housing sizes, types, tenure types, densities and prices.
- Policy COM-2.2: Housing Options: Support the development of a range of housing options in Ridgway, including but not limited to townhomes.
- Policy CHR-1.1: Neighborhood Character: Encourage the development of neighborhoods that enhance and reflect the character of Ridgway through quality design.
- Policy CHR-1.2: Neighborhood Walkability and Bikeability: Enhance walkability and bikeability within existing neighborhoods and between other areas of town.
- Policy GRO-1.1: Directed Growth: Direct growth to occur in a concentric fashion from the core outward, in order to promote efficient and sustainable Town services, strengthen the Historic Town Core and existing neighborhoods, and preserve the rural character of the surrounding landscape.
- Policy GRO-1.4: Underutilized Areas: Encourage infill development on vacant parcels and the redevelopment or adaptive reuse of or underutilized parcels or structures in the Historic Town Core or other areas where infrastructure and services are already in place.
- Policy GRO-1.5: Design of New Development: Ensure new development and infill/redevelopment is compatible with the surrounding area or neighborhood.
- Policy GRO-1.7: Transitions: Ensure smooth transitions and/or compatibility between distinct land uses.
- Goal GRO-2: Ensure public infrastructure, utilities, facilities, and services are sufficient to meet the needs of resident's and businesses as the town grows.
- Policy GRO-2.1: Growth Pays for Growth: The costs of extending or expanding town infrastructure should be borne by the developer and not the Town or residents.
- Policy GRO-2.2: Adequate Public Facilities: Proposed development should demonstrate that town facilities and infrastructure have the capacity to serve the development.
- Policy GRO-4.7: Connectivity of New Development: Encourage new development to connect to existing biking and pedestrian facilities throughout the town.
- Policy GRO-5.4: Parking Requirements: Support the use of on-street parking to maximize the use of available resources.

#### **LAND USES**

The HR zone district allows Townhouse dwelling units in a structure containing more than four dwelling units as a conditional use. The proposed uses are allowed in the underlying zone district; therefore, they may be requested to be included within the PUD.

#### **ACCESS**

Lot 1, the existing single-family residence is currently accessed off of North Cora Street. That access will remain.

Lots 2-6 will be accessed directly onto Charles Street to the north of the property. The project includes garages and a driveway adequate to park one vehicle outside. Each unit will provide two on-

site parking spaces for the residence. This is consistent with the RMC requirements in place at the time of application.

#### UTILITIES

Water and sewer infrastructure are available in the adjacent rights-of-way and are of adequate size and capacity to serve this project. Tap fees will need to be paid for each lot before the Final Plat can be recorded. Tap applications have been submitted with application materials.

#### LANDSCAPING

Landscaping standards were based on the RMC standards and approved with the Preliminary Plat. Staff found that the proposed landscaping is in general conformance with the goals of the updated Landscaping Regulations in the current RMC 7-4-8. The landscape table is shown on the Plat.

#### VARIATIONS, WAIVERS, AND CONDITIONAL USES PROPOSED:

By pursuing a PUD for this property, the applicant requested variations from the minimum development standards. The following is a summary of the various variations that were requested and granted through this PUD:

1. Conditional Use to allow more than 4 townhome units in the HR District.
2. Reduction in required lot width for Lots 3, 4, 5, & 6.

Standard	Required	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7
Width	25'	69'	28'	21'	21'	21'	21'	30'
Reduction				-4'	-4'	-4'	-4'	

3. Reduction in Lot Area for Lots 2, 3, 4, 5, 6 & 7.

Standard	Required	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7
Size	3,000	9,798sf	2,044sf	1,533sf	1,533sf	1,533sf	1,533sf	2,190sf
Reduction			-956sf	-1,467sf	-1,467sf	-1,467sf	-1,467sf	-810sf

4. Increase in allowed Lot Coverage for Lots 3, 4, 5, & 6.

Standard	Required	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7
Max SF of Lot Coverage	50%	4,899sf	1,022sf	766.5sf	766.5sf	766.5sf	766.5sf	1,095sf
Proposed (sf)		4,899sf	954.5sf	954.5sf	954.5sf	954.5sf	954.5sf	954.5sf
Proposed (%)		50%	46.7%	62.3%	62.3%	62.3%	62.3%	43.6%

5. Decrease interior side setbacks to 0' for Lots 2, 3, 4, 5, 6 & 7.

Standard	Required	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7
Front Setback	15'	15'+ (E)	15'+ (N)	15'+ (N)	15'+ (N)	15'+ (N)	15'+ (N)	15'+ (N)
Rear Setback	8' (2')	2'+ (W)	9' (S)	9' (S)	9' (S)	9' (S)	9' (S)	9' (S)
Side Setback	5' (2')	5'+ (N) 2'+ (S)	0' (E)	0' (E) 0' (W)	0' (E) 0' (W)	0' (E) 0' (W)	0' (E) 0' (W)	8' (E) 0' (W)
Side Street Setback	7.5' (2')	N/A	5.5'(W)	N/A	N/A	N/A	N/A	

Upon review of the application against applicable Town standards, and referral comments received, the staff recommendation is that the Town of Ridgway Planning Commission recommend the Town Council approve the RidgSix Final Plat.

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

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

#### **STAFF RECOMMENDATION**

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##### **RECOMMENDED MOTION:**

"I move to approve the Final Plat for RidgSix Townhome Subdivision, A Planned Unit Development, with the following conditions, finding compliance with the regulations of the Municipal Code and general conformance with the Master Plan"

1. Prior to the Town recording the Final Plat with the Ouray County Clerk and Recorder's Office, all remaining excise tax, tap fees, and other fees shall be paid by the developer, as applicable;
2. Prior to the Town recording the Final Plat with the Ouray County Clerk and Recorder's Office, all clerical, grammatic, technical, and procedural non-material amendments to application materials be made as necessary to ensure the ability to enforce and administer the provisions pursuant to the Ridgway Municipal Code standards; and
3. The Plat shall be modified to included clear language to identify ownership, maintenance and repair of the stormwater system in a format that is acceptable to the Town Engineering Department"

##### **ALTERNATIVE MOTIONS:**

###### Approval with additional Conditions:

"I move to approve the Final Plat for RidgSix Townhome Subdivision, A Planned Unit Development with the following conditions, finding compliance with the regulations of the Municipal Code and general conformance with the Master Plan

1. Prior to the Town recording the Final Plat with the Ouray County Clerk and Recorder's Office, all remaining excise tax, tap fees, and other fees shall be paid by the developer, as applicable;
2. Prior to the Town recording the Final Plat with the Ouray County Clerk and Recorder's Office, all clerical, grammatic, technical, and procedural non-material amendments to application materials be made as necessary to ensure the ability to enforce and administer the provisions pursuant to the Ridgway Municipal Code standards;
3. The Plat shall be modified to included clear language to identify ownership, maintenance and repair of the stormwater system in a format that is acceptable to the Town Engineering Department;
4. \_\_\_\_\_
5. \_\_\_\_\_ "



Denial:

"I move to deny the Final Plat for RidgSix Townhome Subdivision, A Planned Unit Development finding that the proposal lacks compliance with the regulations of the Municipal Code and/or general conformance with the Master Plan"

**ATTACHMENTS**

---

1. Application and Support Materials
2. RidgSix Townhome Subdivision Final Plat, A  
Planned Unit Development dated 5/12/2025



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

## Planning Commission Hearing Request

Official Use Only

Receipt # ch 0894  
Date Received: 12/23/2027  
Initials: amk

### General Information

Applicant Name Matt Mc Isaac - RidgSix Townhomes

Application Date 12/19/24

Mailing Address PO Box 942

Phone Number 970.787.0368

Email

Owner Name North Cora Street LLC Matt Mc Isaac

Phone Number

Email

Address of Property for Hearing 283 N. Cora st TBD Charles St.

Zoning District Historic Residential

*will need re-address; sketch plan shows townhomes facing Charles St*

### Brief Description of Requested Action

*Final plat hearing request- RidgSix Townhomes  
Lots 16,17,18,19,20 - Block 28*

### Action Requested and Required Fee Payable to the Town of Ridgway

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

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



### Attachments Required

#### For All Applications

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

#### For Conditional Uses

- ☐ The site plan shall show the location of building(s), abutting streets, all dimensions, off-street parking requirements, and landscaping.
- ☐ Architectural drawings shall include elevations and details of building(s).

#### For Changes in Nonconforming Use

- ☐ Description of existing non conformity.

#### For Variances

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

#### For Rezoning

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

#### For Subdivisions

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

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

Applicant Signature

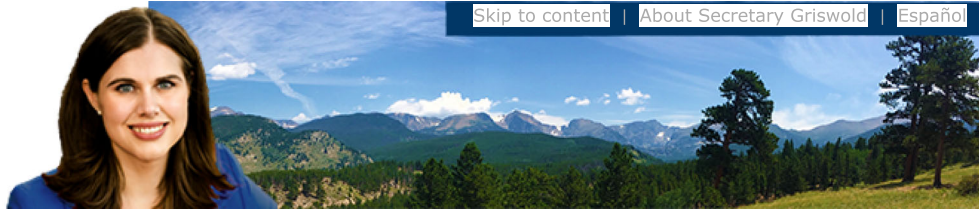
12/19/2021

Date

Owner Signature

12/19/2021

Date



## Summary

For this Record...

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Unsubscribe from text notification

Business Home

Business Information

Business Search

FAQs, Glossary and Information

Details			
Name	North Cora Street LLC		
Status	Good Standing	Formation date	09/20/2018
ID number	20181735227	Form	Limited Liability Company
Periodic report month	September	Jurisdiction	Colorado
Principal office street address	283 N Cora St, Ridgway, CO 81432, US		
Principal office mailing address	PO Box 942, Ridgway, CO 81432, US		

Registered Agent	
Name	matt mcisaac
Street address	283 N Cora St, Ridgway, CO 81432, US
Mailing address	283 N Cora St, Ridgway, CO 81432, US

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Back

## LETTER OF AGREEMENT

RidgSix Townhomes LLC  
283 N Cora St  
Ridgway, Colorado 81432-5019

12/19/2024

Town Of Ridgway  
201 N. Railroad St.  
Ridgway, Colorado 81432-5019

## TOPIC OF AGREEMENT

Subdivision Improvement Agreement:

Grade and compact class 6 material in front of new curb and gutter at Charles and N. Cora st. Seal new concrete sidewalk on N. Cora st.

## TERM AND TERMINATION

The Formal Agreement will become effective on 12/19/2024 (the "Effective Date") and shall remain in effect until (the "Termination Date").

Both parties shall have the right, at any time, upon written notice, to terminate the Formal Agreement. Upon termination, all rights shall immediately return to the originator without prejudice to money that may be due or become due upon the occurrence of any of the following:

- (a) Any violation of the terms of the Formal Agreement, by either party;
- (b) Death or disability of either party during the term of the Formal Agreement, or; (c) Either parties' inability to perform in accordance with the Formal Agreement.

---

Neither party shall be considered in default or in breach of the Formal Agreement, when such failure or delay to perform should be triggered by any act or force of nature beyond either party's control. Such acts or force of nature would include, but are not limited to, acts of God (tornado, hurricane, lightning strike, etc.), fire, flood, hostilities, war, striking, or governmental restrictions. Should such performance become interrupted by any such act as mentioned above, every reasonable effort shall be made to resume full performance as promptly as possible.

## NOTICE

Both parties agree that any notices provided in connection with the Formal Agreement, shall be made in writing by registered or certified mail, with return receipt requested.



## PREVAILING LAW

The Formal Agreement shall be governed in accordance with the prevailing laws of the State of Colorado. Every aspect and provision of the Formal Agreement shall be construed in such a manner that shall render this an effective and valid legal instrument under current applicable law. Should any part of the Formal Agreement be deemed ineffective or unenforceable under applicable, only that specific provision shall be invalid and unenforceable, without affecting or invalidating any of the remaining provisions contained within the Formal Agreement.

## LEGAL REMEDIES

Should either party seek legal remedy to enforce or interpret any of the provisions contained in the Formal Agreement, the prevailing party shall be entitled to reasonable attorney fees, in conjunction with any other relief deemed appropriate by the court to which the party may be entitled.

Both parties acknowledge that the terms set forth in this letter accurately reflect the terms being agreed to by the parties and that such terms will appear in the Formal Agreement as they appear in this LOA.

---

RidgSix Townhomes LLC

Town Of Ridgway

Lots 16, 17, 18, 19, and 20, Block 28, Town of Ridgway  
Section 21, T44N, R10W, N.M.P.M.  
Ouray County, Colorado

October 18, 2021

Matt McIsaac  
283 N. Cora st  
Ridgway, CO 81432

To whom it may concern,

This is to inform staff and committees that no previous mineral rights have been affiliated or recorded with the property we wish to replat.

Lots 16, 17, 18, 19, and 20, Block 28, Town of Ridgway

Section 21, T44N, R10W, N.M.P.M.

Ouray County, Colorado

Any further inquiries can refer to county clerk and recorder.

Thank you

Sincerely yours,

A handwritten signature in dark ink, appearing to read 'Matt McIsaac', with a stylized flourish at the end.

Matt McIsaac



# **Stormwater Report**

**FOR:  
RIDGSIX TOWNHOMES  
283 N. CORA STREET  
RIDGWAY, CO 81432  
(PARCEL NO. 430516209001)**

**PREPARED BY:  
Odisea LLC  
6 Third Street  
Paonia, CO 81428  
(970) 527-9540**

I hereby affirm that this report and the accompanying plans for the stormwater requirements for 283 N. Cora Street was prepared by me (or under my direct supervision) for the owners thereof in accordance with the provisions of the Town of Ridgway Stormwater Standards dated September 2020.

Prepared by: Jeff Ruppert, P.E.



Reviewed by: Lucille Hunter, P.E.

A handwritten signature in cursive script, appearing to read "Lucille Hunter", written in dark ink.

## **I. Introduction**

### **Project Description**

This stormwater report is prepared for the residential townhome development proposed at 283 N. Cora Street, in Ridgway, Colorado. This report is the basis of analysis per the Town of Ridgway Stormwater Management Minimum Design Standards.

The project consists of building six townhomes. The proposed townhomes will increase the impervious surface on the site. The net addition of impervious area is 6,803 square feet. The project is located within the Uncompahgre River Watershed and currently storm flows Northeast to roadside ditches and exits through an existing culvert under Charles Street, according to the provided field-run topography.

There are no proposed changes to general topography, soil type, or drainage patterns, however the parcel will be graded to ensure proper drainage. The use of water quality capture volume (WQCV) is planned with discharge to a drainage structure installed by others which will replace the existing ten-inch culvert at the Northeast corner of the property that currently runs under Charles Street. This improvement has not been installed and inverts are currently unknown.

### **Description of Property**

283 N. Cora Street is located within the Town of Ridgway's Historic Residential Zone. It is located on the corner of Charles Street and N. Cora Street.

The property itself slopes to the northeast and drains to roadside conveyance channels and ultimately to a drainage culvert. There is an existing house, gravel driveway, and storage container that contribute 5,321 square feet of impervious area.

There are no existing drainage easements associated with the property, and there are no drainage easements planned.

The existing vegetation on the property is primarily lawn, bushes, and relatively mature trees. Some of the existing vegetation on the property will remain, with a few trees and bushes to be removed with additional vegetation and trees to be added per Town standards.

## **II. Drainage Basin and Sub-Basins**

### **Basin Description**

The site is located on the west side of the Uncompahgre River two blocks North of Highway 62. Surface runoff in this basin generally flows to the northeast and outfalls into the Uncompahgre River.

The surrounding streets create a sub-basin within the block, which limits surface drainage across the subject property. The front and east side of the property (street frontage) will have curb and gutter while the back and west side of the property are adjacent to alleyways and therefore provide drainage boundaries blocking offsite flows from the street and alley. According to the geotechnical report boring logs, no groundwater was present to the extents of the excavation at nine feet in depth.

The project is located in Zone C (unshaded), indicating that it is outside of the 0.2-percent-annual-chance flood, as shown on FIRM 0801380001D.

### Sub-Basin Description

The project is located within a block sub-basin defined by the streets surrounding the block between Charles St., N. Cora St, and two adjacent alleys. The site slopes down from the rear of the property at the alley to the center front of the property, at approximately 0.040 ft/ft. A majority of storm water on this property currently drains to a culvert at the northeast corner of the property under Charles St. in which its outfall is to an open ditch. Stormwater detention and surface drainage infrastructure are under construction for the southwest property of the block defined by Charles St., Clinton St., N. Laura St., and N. Cora St. and along the alley south of the proposed development mitigating off-site drainage. The existing topography allows for stormwater to leave the site however with the proposed increase in impervious area stormwater shall be routed through WQCV management practices.

For the purposes of this report, and due to the relatively small size of the property, the project has been split into four sub-basins (outlined in Section V), with storm water treatment placed where it will exit the property per the drainage plan. The extents of the sub-basins have been delineated from the right-of-way. Sub-basins are shown on the Grading & Drainage Plan sheet **C3.0**. The total area being used to analyze for WQCV will be 20,192 ft<sup>2</sup> (0.47 Ac, conservatively rounded up), therefore comparing pre-development, existing, and proposed conditions, 0.47 acres will be used.

The existing and proposed overall lot drainage runoff rates are as follows:

#### Existing Conditions

ID	Area (acres)	Imperviousness (%)	Soil Type	Q <sub>25</sub> (cfs)	Q <sub>100</sub> (cfs)
existing	0.47	18.9	D	0.50	0.95

Impervious areas are shown and tabulated on sheet C3.0 of the Grading & Drainage Plan.

#### Proposed Conditions

ID	Area (acres)	Imperviousness (%)	Soil Type	Q <sub>25</sub> (cfs)	Q <sub>100</sub> (cfs)
proposed	0.47	38.0	D	0.74	1.23

The proposed drainage plan routes all stormwater to the bio-retention area in the northwest corner of the property where is discharged at controlled rates to the storm drainage infrastructure at the corner of Cora and Charles Streets and under Charles Street to the north.

## III. Site and Soil Conditions

### Site Description and Drainage Patterns

The project site slope towards the northeast corner of the parcel from the southwest direction. As mentioned above, currently the runoff exits the site through a culvert under Charles Street to the north.



Due to topography, off-site drainage on to the project property is minimal.

### **Soils**

According to the *Geotechnical Investigation* prepared by Huddleston-Berry Engineering & Testing, LLC. dated June 29, 2020, “As indicated on the logs, the subsurface conditions at the site were slightly variable. Test Pit TP-1, conducted in the northwestern portion of the site, encountered 1.0 foot of topsoil above fill materials to a depth of 5.5 feet. The fill was underlain by brown, moist, medium stiff sandy lean clay soils to the bottom of the excavation. Groundwater was not encountered in TP-1 at the time of the investigation.

Test Pit TP-2, conducted in the northeastern portion of the site, encountered 1.0 foot of topsoil above brown, moist, medium stiff lean clay with sand to sandy lean clay to the bottom of the excavation. Groundwater was not encountered in TP-2 at the time of the investigation.”

The hydrologic soil group at this location is D.

## **IV. Drainage Design Criteria**

### **Regulations**

Storm drainage analysis and design criteria are in compliance with the Town of Ridgway Stormwater Standards, dated September 2020, the Urban Storm Drainage Criteria Manual (USDCM) from the Denver Urban Drainage and Flood Control District (UDFCD).

According to the Town of Ridgway Stormwater Standards, analysis for the 25-yr and 100-yr storm events shall be analyzed for matching historic flows. The Water Quality Capture Volume (WQCV) shall be calculated per Section 6.5 of the Town of Ridgway Stormwater Standards.

### **Hydraulic Criteria**

Hydraulic calculations and sizing of the swales and the rain garden were performed using UDFCD spreadsheets. The FAA Method was used to analyze detention discharges and storage volumes for the project. Detailed calculations are attached in the Appendix.

The existing storm water flows towards the northeast corner of the parcel via sheet flow and roadside conveyance channels. The proposed design will direct stormwater to a bio-infiltration rain garden which has been sized to accommodate the WQCV and the detention volume required to release the 100-yr storm at the historical rate. The existing impermeable area on the property is approximately 18.9%, whereas the proposed development will have approximately 45% impermeable area, as summarized on sheet C7.0.

Grass swales have been sized to convey the proposed 100-year sub-basin flow. Discussion of the grass swales is continued in the next section.

## **V. Drainage Analysis and Design**

### **Storm Runoff Collection**

Runoff will be directed through grass swales and culverts to a bio-retention rain garden, which will act as WQCV feature. This WQCV feature will detain at least 338 cubic feet of stormwater runoff and release at or less than historical rates.

### **Low Impact Site Design**

The proposed project does not reduce the impervious area of the property. However, the proposed drainage plan implements a comprehensive strategy that treats and infiltrates most storm water or releases it at historical rates. Due to soil conditions and vicinity to the structural foundation underdrains will be required to ensure the WQCV is released within 12 hours and water does not impact subsurface conditions near the foundation. The intent is to either daylight to curb and gutter or tie the underdrain into the proposed drainage structure to be installed by others.

The eight principals of storm water management in the URMP are addressed here:

**1. Consider storm water quality needs early in the design process.**

This Project proposes a significant increase in impervious area, however, there exists enough free area on the site to place grass-lined swales and bio-infiltration rain garden which will encourage filtration and infiltration of stormwater.

**2. Use the entire site when planning for storm water quality treatment.**

By using grass-lined swales the runoff will be in contact with pervious ground encourage the infiltration of storm water. Drainage that leaves the roof will be directed to grass swales that will then direct stormwater to bio-infiltration/detention area.

**3. Avoid unnecessary impervious area.**

The house roof, driveway, and sidewalks present the largest impervious surfaces on the project. Permeable pavement is not being used for this project however stormwater from the increase impervious areas will be treated and detained as required.

**4. Reduce runoff rates and volumes to more closely match natural conditions.**

The main conveyance BMP's are grass swales to keep runoff in contact with pervious ground while detaining the 100-yr storm event and releasing at historical rates will achieve pre-developed natural conditions.

**5. Integrate storm water quality management and flood control.**

The grass swales and bio-infiltration rain garden will provide water quality and water quantity control.

**6. Develop storm water quality facilities that enhance the site, the community, and the environment.**

The WQCV and BMP's will enhance the site by slowing water runoff down and providing wetter areas of soil for landscaping.

**7. Use a treatment train approach.**

The WQCV is preceded by primary treatment by grass swales or other overland routing.

**8. Design sustainable facilities that can be safely maintained.**

The design intent is to provide redundancy and easily maintained facilities.

## **Water Quality Capture and Treatment**

Urban storm water runoff is a major contributor to poor water quality in adjacent bodies of water. It is the goal to minimize contact of storm water with impervious surfaces and treat initial runoff from each storm event prior to it flowing into the surrounding environment.

Grass swales have been designed to convey stormwater and are not being considered as a feature that will reduce the WQCV. The rain garden is being used to settle solids and provide treatment for a detention and WQCV requirements.

The initial volume of water treated during each storm event is called the Water Quality Capture Volume (WQCV) and is determined per Section 6.5 of the Town of Ridgway Stormwater Standards Manual. For this project, runoff is intended to flow through grass swales to a bio-infiltration rain garden.

Based on the tabulated values of impervious areas on the proposed project shown on sheet C7.0, the actual impervious area is 48%.

### **Sub-Basin Summary Runoff Table**

<b>PROPOSED IMPERVIOUS AREA OF SITE</b>						
SUB-BASIN	AREA (SF)	IMPERV (SF)	VACANT (SF)	2% OF VACANT (SF)	TOTAL IMPERV (SF)	% IMPERV
1	10607	3812	6975	136	3948	37%
2	3661	943	2718	54	997	27%
3	948	451	497	10	461	49%
4	4976	3711	1265	25	3736	75%
	<b>20192</b>	<b>8917</b>	<b>11275</b>	<b>226</b>	<b>9143</b>	<b>45%</b>

- 1) Area is based off the inside of the right-of-way, the extents of stormwater analysis.
- 2) 2% Impervious added for vacant ground for each sub-basin per town standard.
- 3) Sitewide weighted average to determine runoff flows.

### **Grass Swale 1:**

Contributing Area: Sub-Basin 1

$$Q_{100} = 0.62 \text{ cfs}$$

Capacity of swale per maximum depth allowed,  $Q = 2.50$  cfs (See Appendix)

Therefore, swale can accommodate an additional 1.88 cfs from the designed 100-year storm flowrate capacity.

### **Grass Swale 2:**

Contributing Area: Sub-Basin 1 & 2

$$Q_{100} = 0.84 \text{ cfs}$$

Capacity of swale per maximum depth allowed  $Q = 2.00$  cfs (See Appendix)

Therefore, swale can accommodate an additional 1.16 cfs from the designed 100-year storm flowrate capacity.

### **Grass Swale 3:**

Contributing Area: Sub-Basin 3

$$Q_{100} = 0.05 \text{ cfs}$$

Capacity of swale per maximum depth allowed  $Q = 6.00$  cfs (See Appendix)

Therefore, swale can accommodate an additional 5.95 cfs from the designed 100-year storm flowrate capacity.

**NOTE:** Sub-Basin 4 flows to multiple surface drains via roofs, downspouts, and grading. The surface drains and Grass Swale 3 will flow through an 8” Schedule 40 PVC plastic pipe. For capacity analysis Sub-Basin 3 flows plus Sub-Basin 4 flows have been added together to verify capacity as follows:

**Culvert 1 (Apartment Driveway Culvert):**

Contributing Area: Sub-Basin 3&4

$Q_{100} = 0.49$  (Sub-Basin 3  $Q_{100} = 0.05$  cfs + Sub-Basin 4  $Q_{100} = 0.44$  cfs)

See calculations in appendix

**Culvert 2 (Existing Driveway Culvert):**

Contributing Area: Sub-Basin 2

$Q_{100} = 0.21$

See calculations in appendix

**Culvert 3 (Detention Culvert):**

$Q_{100} = 0.1.23$

See calculations in appendix

**Surface Drains:**

Eleven surface drains are proposed for collection of storm water runoff in between the sidewalks and driveways to ensure the stormwater from impervious areas is being directed to the WQCV rain garden. Calculations can be found in the Appendix. The flows used in these calculations are:

- Surface Drain = **0.03 cfs**, the surface drain specified (or equal) can accommodate 0.19 cfs per ADS Specifications

**Runoff Collection**

During rain events runoff will be conveyed toward the bio-retention rain garden via grass swales, surface drain, and the associated culvert the WQCV rain garden (detention area). All gutter downspouts shall direct water to a grass swale or a minimum of 15 feet away from the building foundation. A riser will be used to release the 100-yr storm at historical rates while perforated pipe and pump below the rain garden medium will ensure the system drains. The rain garden has been sized in accordance with Section 6.3 using the FAA Method. The required detention volume is 138 cubic feet while the required WQCV size is 172 cubic feet. See appendix for calculations.

**Collection Discharge**

As described above, storm water in excess of the WQCV will be released at the 100-yr historical rate or less.

A vertical riser with a 3” orifice has been designed to control the release rate and will release to the drainage structure associated with the culvert under Charles St. to be replaced.

The historical 100-yr discharge rate for the site is 0.95 CFS, which will be accommodated by the bio-retention rain garden and the emergency spillway and culvert to the stormwater inlet structure at the corner of Charles and Cora. The emergency spillway will accommodate the 100-yr flowrate of 1.23 cfs as shown in the weir calculation in the appendix.

Calculations of the BMP's and other facilities are included in the Appendix.

### System Operation and Maintenance

The grass swales will need to be kept clear of debris on a continuous basis. While the grass swales are not being used for WQCV preventing this accumulation would improve the flow of water and infiltration. Surface drains should be cleared of debris as needed to ensure the accumulation of water is not encountered between the driveways and sidewalks. Finally, the culvert under the driveway shall be monitored and maintained free of debris. Each surface drain top can be removed and used as a cleanout. The responsible party to perform these types of maintenance activities has not been determined but will be performed by either the homeowner or HOA if applicable.

The bio-infiltration rain garden maintenance requirements are as followed:

Required Action	Maintenance Objective	Frequency of Action
Inspection	Monitor water level and accumulation of sediments	Quarterly and following all rainfall events >0.25 inches.
Removal of Sediment	Maintain storage volume capacity.	As needed, at a minimum inspect after major rainfall events (>0.25"). Verify storage volume capacity bi-monthly during spring and summer and/or when precipitation is not frozen.
Vegetation	Irrigation may be needed the first growing season. Supplemental water only as needed. Weed removal as needed.	As needed.

-END OF REPORT-



# **APPENDIX**

## **SUPPORTING DOCUMENTATION**

# Culvert Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

Tuesday, Dec 21 2021

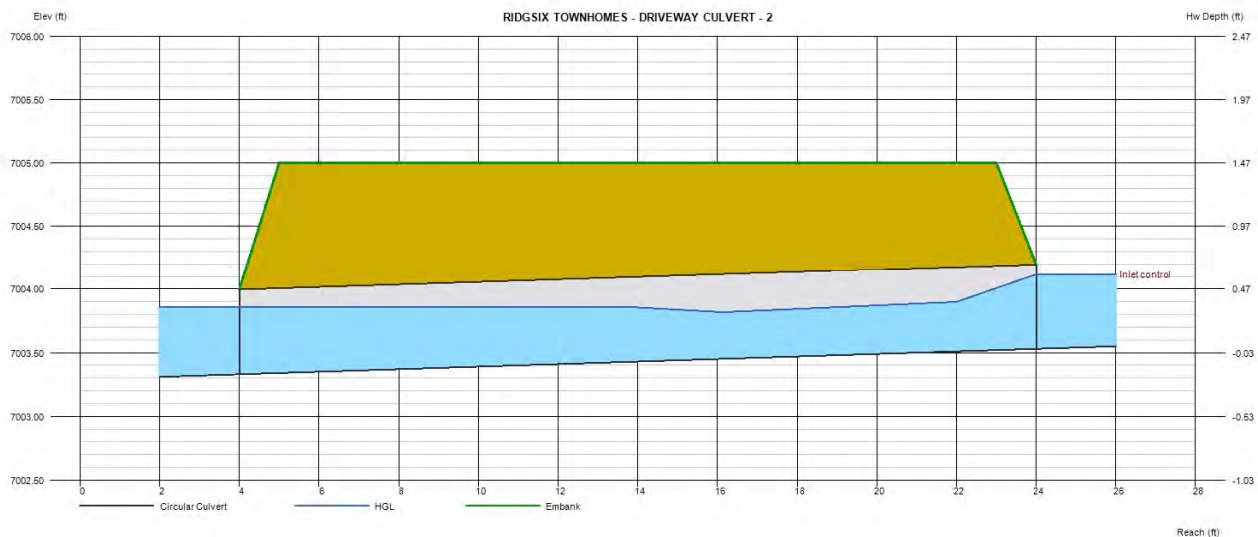
## RIDGSIX TOWNHOMES - DRIVEWAY CULVERT - 2

Invert Elev Dn (ft) = 7003.33  
Pipe Length (ft) = 20.00  
Slope (%) = 1.00  
Invert Elev Up (ft) = 7003.53  
Rise (in) = 8.0  
Shape = Circular  
Span (in) = 8.0  
No. Barrels = 1  
n-Value = 0.013  
Culvert Type = Circular Culvert  
Culvert Entrance = Smooth tapered inlet throat  
Coeff. K,M,c,Y,k = 0.534, 0.555, 0.0196, 0.9, 0.2

**Embankment**  
Top Elevation (ft) = 7005.00  
Top Width (ft) = 18.00  
Crest Width (ft) = 2.00

**Calculations**  
Qmin (cfs) = 0.00  
Qmax (cfs) = 0.80  
Tailwater Elev (ft) = (dc+D)/2

**Highlighted**  
Qtotal (cfs) = 0.70  
Qpipe (cfs) = 0.70  
Qovertop (cfs) = 0.00  
Veloc Dn (ft/s) = 2.35  
Veloc Up (ft/s) = 3.24  
HGL Dn (ft) = 7003.86  
HGL Up (ft) = 7003.93  
Hw Elev (ft) = 7004.12  
Hw/D (ft) = 0.88  
Flow Regime = Inlet Control



# Culvert Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

Tuesday, Dec 21 2021

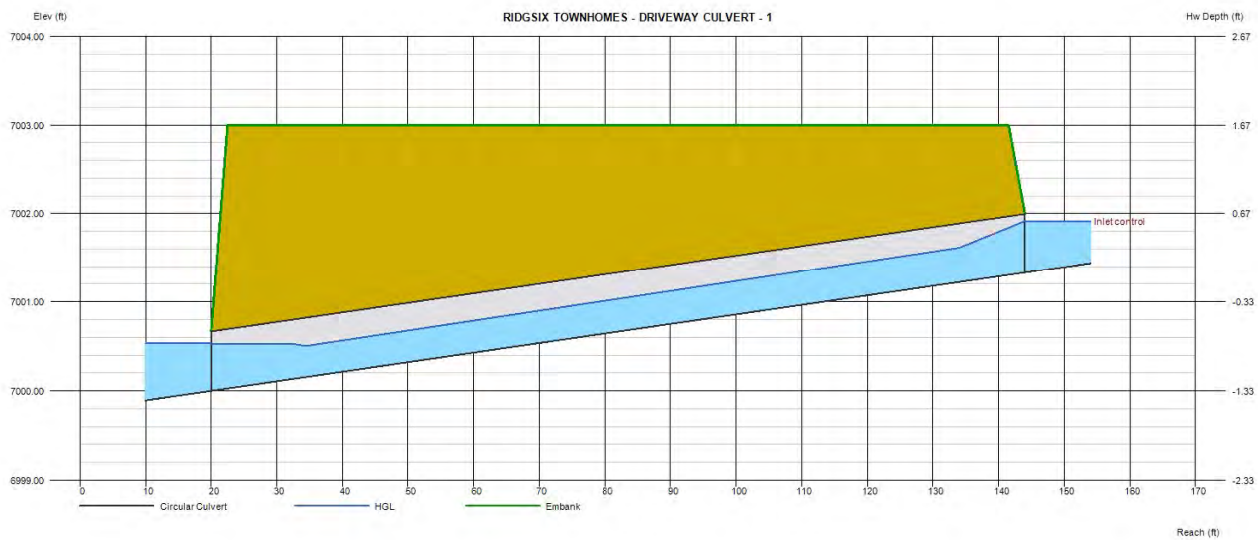
## RIDGSIX TOWNHOMES - DRIVEWAY CULVERT - 1

Invert Elev Dn (ft) = 7000.00  
Pipe Length (ft) = 124.00  
Slope (%) = 1.07  
Invert Elev Up (ft) = 7001.33  
Rise (in) = 8.0  
Shape = Circular  
Span (in) = 8.0  
No. Barrels = 1  
n-Value = 0.013  
Culvert Type = Circular Culvert  
Culvert Entrance = Smooth tapered inlet throat  
Coeff. K,M,c,Y,k = 0.534, 0.555, 0.0196, 0.9, 0.2

**Embankment**  
Top Elevation (ft) = 7003.00  
Top Width (ft) = 119.00  
Crest Width (ft) = 2.00

**Calculations**  
Qmin (cfs) = 0.00  
Qmax (cfs) = 0.80  
Tailwater Elev (ft) = (dc+D)/2

**Highlighted**  
Qtotal (cfs) = 0.70  
Qpipe (cfs) = 0.70  
Qovertop (cfs) = 0.00  
Veloc Dn (ft/s) = 2.35  
Veloc Up (ft/s) = 3.26  
HGL Dn (ft) = 7000.53  
HGL Up (ft) = 7001.73  
Hw Elev (ft) = 7001.92  
Hw/D (ft) = 0.88  
Flow Regime = Inlet Control



# Culvert Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

Monday, May 16 2022

## Detention Culvert - Culvert 3

Invert Elev Dn (ft) = 6997.04  
Pipe Length (ft) = 19.00  
Slope (%) = 1.05  
Invert Elev Up (ft) = 6997.24  
Rise (in) = 12.0  
Shape = Circular  
Span (in) = 12.0  
No. Barrels = 1  
n-Value = 0.011  
Culvert Type = Circular Culvert  
Culvert Entrance = Rough tapered inlet throat  
Coeff. K,M,c,Y,k = 0.519, 0.64, 0.021, 0.9, 0.5

### Embankment

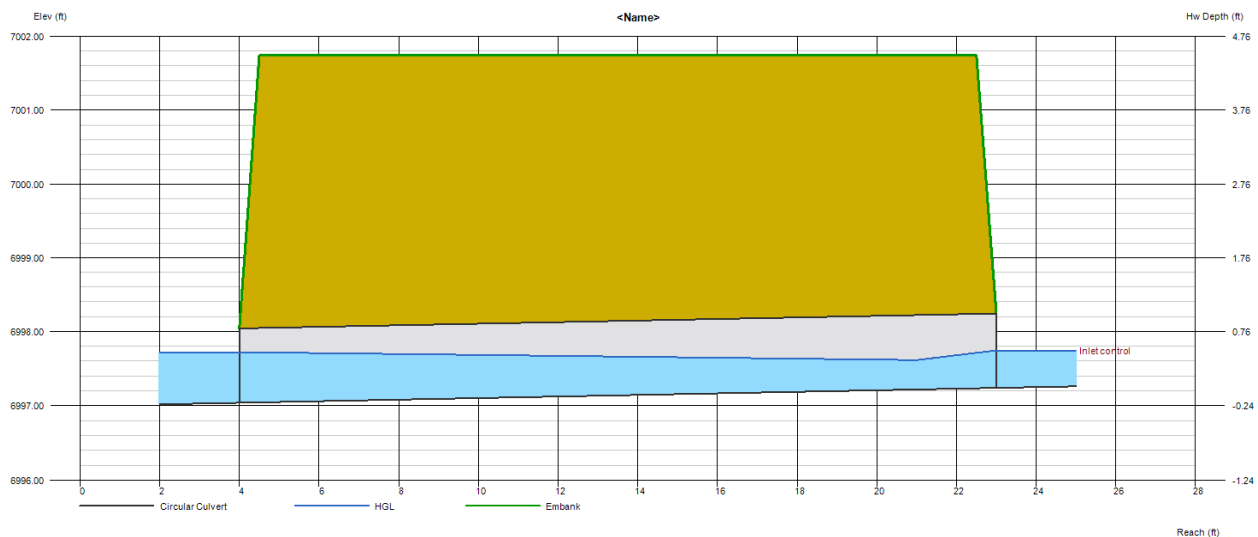
Top Elevation (ft) = 7001.74  
Top Width (ft) = 18.00  
Crest Width (ft) = 15.00

### Calculations

Qmin (cfs) = 0.75  
Qmax (cfs) = 1.25  
Tailwater Elev (ft) = (dc+D)/2

### Highlighted

Qtotat (cfs) = 0.75  
Qpipe (cfs) = 0.75  
Qovertop (cfs) = 0.00  
Veloc Dn (ft/s) = 1.32  
Veloc Up (ft/s) = 2.93  
HGL Dn (ft) = 6997.72  
HGL Up (ft) = 6997.60  
Hw Elev (ft) = 6997.74  
Hw/D (ft) = 0.50  
Flow Regime = Inlet Control



# **APPENDIX**

## **Grass Swale, WQCV, & Detention Calculations**

Designer:	Jeff Ruppert
Company:	Odisea LLC
Date:	May 17, 2022
Project:	RIDGSIX Townhomes
Location:	Ridgway, Colorado

Peak Flow Rational Method      Q= CIA

#### GRASS SWALE - 1

		<u>MINOR STORM (25-YR)</u>	<u>MAJOR STORM (100-YR)</u>
RUNOFF COEFFICIENT =	C	0.55	0.65
RAINFALL INTENSITY =	I	2.77	3.97
SUB-BASIN 1 AREA =	A	0.24	0.24
	Q	<span style="border: 1px solid black;">0.37</span> CFS	<span style="border: 1px solid black;">0.62</span> CFS

#### GRASS SWALE - 2

		<u>MINOR STORM (25-YR)</u>	<u>MAJOR STORM (100-YR)</u>
RUNOFF COEFFICIENT =	C	0.53	0.64
RAINFALL INTENSITY =	I	2.77	3.97
SUB-BASIN 1 & 2 AREA =	A	0.33	0.33
	Q	<span style="border: 1px solid black;">0.48</span> CFS	<span style="border: 1px solid black;">0.84</span> CFS

#### GRASS SWALE - 3

		<u>MINOR STORM (25-YR)</u>	<u>MAJOR STORM (100-YR)</u>
RUNOFF COEFFICIENT =	C	0.60	0.69
RAINFALL INTENSITY =	I	2.77	3.97
SUB-BASIN 3 AREA =	A	0.02	0.02
	Q	<span style="border: 1px solid black;">0.03</span> CFS	<span style="border: 1px solid black;">0.05</span> CFS

#### DRIVEWAY CULVERT - 1

		<u>MINOR STORM (25-YR)</u>	<u>MAJOR STORM (100-YR)</u>
RUNOFF COEFFICIENT =	C	0.71	0.77
RAINFALL INTENSITY =	I	2.77	3.97
SUB-BASIN 3 & 4 AREA =	A	0.14	0.14
	Q	<span style="border: 1px solid black;">0.28</span> CFS	<span style="border: 1px solid black;">0.43</span> CFS

#### DRIVEWAY CULVERT - 2

		<u>MINOR STORM (25-YR)</u>	<u>MAJOR STORM (100-YR)</u>
RUNOFF COEFFICIENT =	C	0.47	0.59
RAINFALL INTENSITY =	I	2.77	3.97
SUB-BASIN 2 AREA =	A	0.09	0.09
	Q	<span style="border: 1px solid black;">0.12</span> CFS	<span style="border: 1px solid black;">0.21</span> CFS



Designer:	Jeff Ruppert
Company:	Odisea LLC
Date:	May 17, 2022
Project:	RIDGSIX Townhomes
Location:	Ridgway, Colorado

#### SUB BASIN - 1

		<u>MINOR STORM (25-YR)</u>	<u>MAJOR STORM (100-YR)</u>
RUNOFF COEFFICIENT =	C	0.55	0.65
RAINFALL INTENSITY =	I	2.77	3.97
SUB-BASIN AREA =	A	0.24	0.24
	Q	<span style="border: 1px solid black;">0.37</span> CFS	<span style="border: 1px solid black;">0.62</span> CFS

#### SUB BASIN - 2

		<u>MINOR STORM (25-YR)</u>	<u>MAJOR STORM (100-YR)</u>
RUNOFF COEFFICIENT =	C	0.47	0.59
RAINFALL INTENSITY =	I	2.77	3.97
SUB-BASIN AREA =	A	0.09	0.09
	Q	<span style="border: 1px solid black;">0.12</span> CFS	<span style="border: 1px solid black;">0.21</span> CFS

#### SUB BASIN - 3

		<u>MINOR STORM (25-YR)</u>	<u>MAJOR STORM (100-YR)</u>
RUNOFF COEFFICIENT =	C	0.60	0.69
RAINFALL INTENSITY =	I	2.77	3.97
SUB-BASIN AREA =	A	0.02	0.02
	Q	<span style="border: 1px solid black;">0.03</span> CFS	<span style="border: 1px solid black;">0.05</span> CFS

#### SUB BASIN - 4

		<u>MINOR STORM (25-YR)</u>	<u>MAJOR STORM (100-YR)</u>
RUNOFF COEFFICIENT =	C	0.75	0.8
RAINFALL INTENSITY =	I	2.77	3.97
SUB-BASIN AREA =	A	0.14	0.14
	Q	<span style="border: 1px solid black;">0.29</span> CFS	<span style="border: 1px solid black;">0.44</span> CFS

Designer: Jeff Ruppert  
 Company: Odisea LLC  
 Date: May 17, 2022  
 Project: RIDGSIX Townhomes  
 Location: Ridgway, Colorado

Water Quality Control Volume 
$$WQCV = \frac{0.65Aa(0.91i^3 - 1.19i^2 + 0.78i)}{12}$$

WQCV = 0.00394 AC-FT OR 171.824 CU. FT.

PROPOSED IMPERVIOUS AREA OF SITE						
SUB-BASIN	AREA (SF)	IMPERV (SF)	VACANT (SF)	2% OF VACANT (SF)	TOTAL IMPERV (SF)	% IMPERV
1	10607	3812	6795	136	3948	37%
2	3661	943	2718	54	997	27%
3	948	451	497	10	461	49%
4	4976	3711	1265	25	3736	75%
	<b>20192</b>	<b>8917</b>	<b>11275</b>	<b>226</b>	<b>9143</b>	<b>45%</b>

A = 0.47 ACRES  
 a = 0.8 the WQCV drain time coefficient corresponding to a 12-hr drain time  
 i = 0.45 impervious as a decimal percentage

0.0040 cfs (12 hr drain flow)

#### Underdrain Orifice Calculations

Orifice Size (d) = 0.2 in  
 5.08 mm  
 Head (h) = 2.5 ft  
 $Q = 11.797d^2h^{0.5} = 0.75$  g/min  
 0.002 cfs

# Orifices 4

Qtotal = 0.0066 cfs flow is faster than 12-hrs - OK

#### WQCV Provided

gravel/sand plan area 100 sf  
 Gravel/sand depth 1 ft  
 Void Ratio 30%  
 Gravel/sand storage 30 cf  
 Depth Above Grade 1.5 ft  
 Storage above grade 150 cf  
 Total Storage 180 cf >171.82 cf, OK

Designer:	Jeff Ruppert
Company:	Odisea LLC
Date:	May 17, 2022
Project:	RIDGSIX Townhomes
Location:	Ridgway, Colorado

$$V_i = (CIA)(T_c)(60 \text{ seconds/minute})$$

$V_i =$   CU. FT. (inflow volume)  
 $C =$  0.68 Rational Method runoff coefficient for the Major or Minor Storm  
 $I =$  3.82 Design rainfall intensity (inches/hour)  
 $A =$  0.463 watershed area draining to the detention ponds (acres)  
 $T_c =$  9.09 Rational Method time of concentration (minutes)

$$V_o = (R_a)(T_c)(60 \text{ seconds/minute})$$

$V_o =$   CU. FT.  
 $R_a =$  0.95 allowable release rate (cfs)  
 $T_c =$  9.09 Rational Method time of concentration used above (minutes)

Required Detention Volume =  CU. FT.

Required Detention Volume =  $V_i - V_o$

**Required detention is less than WQCV, therefore all water will be release at the WQCV rate and a flood control riser will be used at the WQCV water level.**

### 25-yr Detention Orifice Flood Control Calculations

Orifice Size (d) = 3 in  
 76.2 mm

# Orifices 2

Head (h) = 0.75 ft  
 $Q = 11.797d^2h^{0.5} =$  91.95 g/min  
 0.41 cfs

**< 0.5cfs (25-ry historic), OK**

# Weir Report

## BIO-RETENTION STORMWATER 100-YR ORIFICE CONTROL

### Rectangular Weir

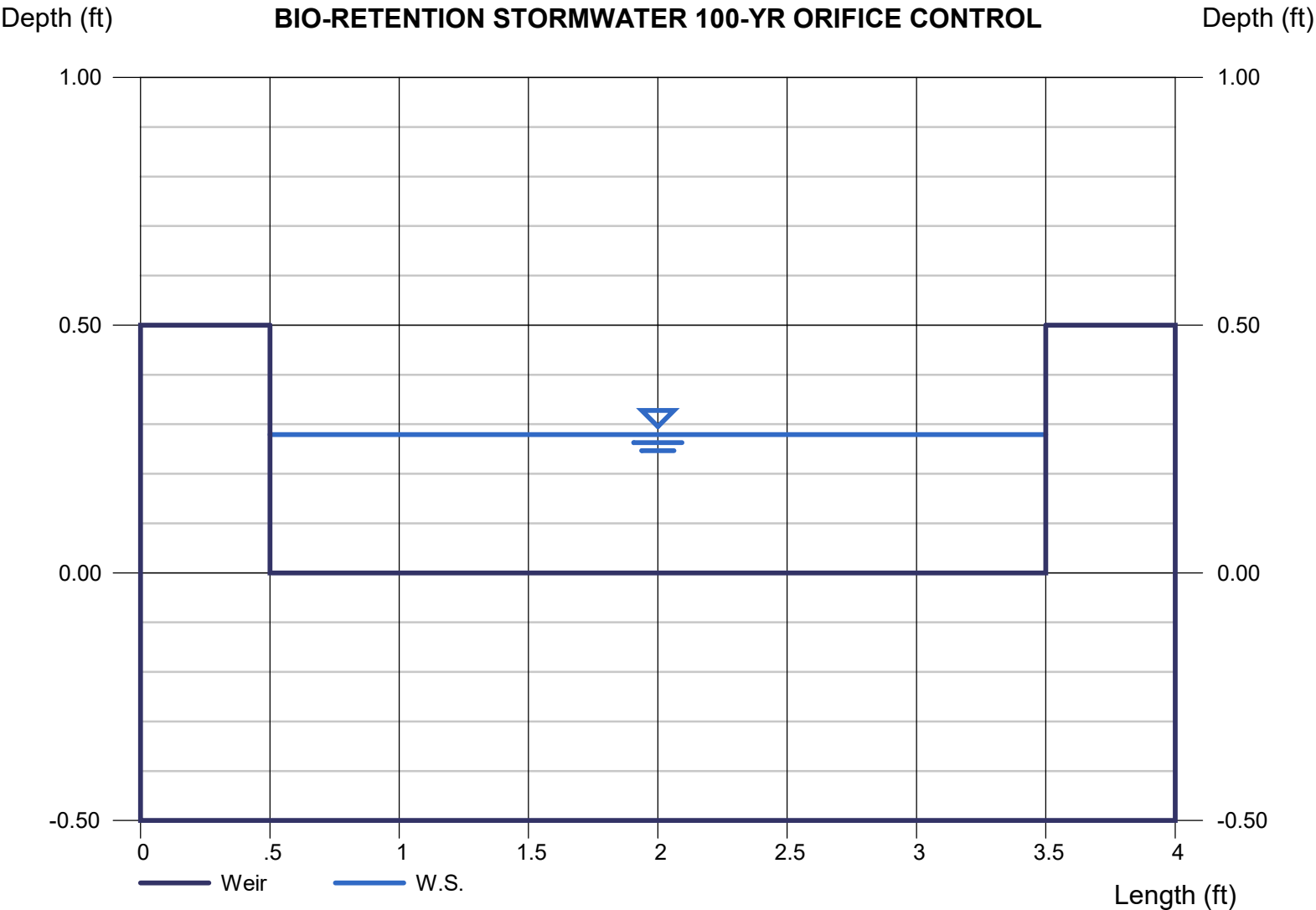
Crest = Broad  
Bottom Length (ft) = 3.00  
Total Depth (ft) = 0.50

### Highlighted

Depth (ft) = 0.28  
Q (cfs) = 1.150  
Area (sqft) = 0.84  
Velocity (ft/s) = 1.37  
Top Width (ft) = 3.00

### Calculations

Weir Coeff. Cw = 2.60  
Compute by: Known Q  
Known Q (cfs) = 1.15



# Design Procedure Form: Grass Swale (GS)

UD-BMP (Version 3.07, March 2018)

Sheet 1 of 1

**Designer:** Rance Brady  
**Company:** Odisea LLC  
**Date:** August 24, 2021  
**Project:** RIDGSIX Townhomes  
**Location:** Ridgway, Colorado

1. Design Discharge for 2-Year Return Period	$Q_2 = $ <input type="text" value="0.62"/> cfs
2. Hydraulic Residence Time A) : Length of Grass Swale B) Calculated Residence Time (based on design velocity below)	$L_S = $ <input type="text" value="136.6"/> ft $T_{HR} = $ <input type="text" value="2.7"/> minutes
3. Longitudinal Slope (vertical distance per unit horizontal) A) Available Slope (based on site constraints) B) Design Slope	$S_{avail} = $ <input type="text" value="0.027"/> ft / ft $S_D = $ <input type="text" value="0.027"/> ft / ft
4. Swale Geometry A) Channel Side Slopes ( $Z = 4$ min., horiz. distance per unit vertical) B) Bottom Width of Swale (enter 0 for triangular section)	$Z = $ <input type="text" value="2.00"/> ft / ft <b>TOO STEEP (&lt; 4)</b> $W_B = $ <input type="text" value="0.00"/> ft
5. Vegetation A) Type of Planting (seed vs. sod, affects vegetal retardance factor)	Choose One <input type="radio"/> Grass From Seed <input checked="" type="radio"/> Grass From Sod
6. Design Velocity (0.455 ft / s maximum for desirable 5-minute residence time)	$V_2 = $ <input type="text" value="0.83"/> ft / s
7. Design Flow Depth (1 foot maximum) A) Flow Area B) Top Width of Swale C) Froude Number (0.50 maximum) D) Hydraulic Radius E) Velocity-Hydraulic Radius Product for Vegetal Retardance F) Manning's n (based on SCS vegetal retardance curve D for sodded grass) G) Cumulative Height of Grade Control Structures Required	$D_2 = $ <input type="text" value="0.61"/> ft $A_2 = $ <input type="text" value="0.7"/> sq ft $W_T = $ <input type="text" value="2.4"/> ft $F = $ <input type="text" value="0.27"/> $R_H = $ <input type="text" value="0.27"/> $VR = $ <input type="text" value="0.23"/> $n = $ <input type="text" value="0.124"/> $H_D = $ <input type="text" value="0.00"/> ft
8. Underdrain (Is an underdrain necessary?)	Choose One <input type="radio"/> YES <input checked="" type="radio"/> NO
9. Soil Preparation (Describe soil amendment)	<input type="text"/> <input type="text"/> <input type="text"/>
10. Irrigation	Choose One <input type="radio"/> Temporary <input checked="" type="radio"/> Permanent

Notes: This design sheet is being used to calculate flow characteristics for a conveyance channel. The design discharge is actually the discharge for the **100-Year** Return Period. The conveyance channel is **NOT** being used for **Water Quality** therefore the **Channel Side Slopes** warnings can be disregarded. To analyze allowable **velocity** the steepest slope of the channel was considered.

# Design Procedure Form: Grass Swale (GS)

UD-BMP (Version 3.07, March 2018)

Sheet 1 of 1

Designer: Rance Brady

Company: Odisea LLC

Date: August 24, 2021

Project: RIDGSIX Townhomes

Location: Ridgway, Colorado

1. Design Discharge for 2-Year Return Period	$Q_2 = $ <input type="text" value="2.50"/> cfs
2. Hydraulic Residence Time A) : Length of Grass Swale B) Calculated Residence Time (based on design velocity below)	$L_S = $ <input type="text" value="136.6"/> ft $T_{HR} = $ <input type="text" value="1.8"/> minutes
3. Longitudinal Slope (vertical distance per unit horizontal) A) Available Slope (based on site constraints) B) Design Slope	$S_{avail} = $ <input type="text" value="0.012"/> ft / ft $S_D = $ <input type="text" value="0.012"/> ft / ft
4. Swale Geometry A) Channel Side Slopes ( $Z = 4$ min., horiz. distance per unit vertical) B) Bottom Width of Swale (enter 0 for triangular section)	$Z = $ <input type="text" value="2.00"/> ft / ft <b>TOO STEEP (&lt; 4)</b> $W_B = $ <input type="text" value="0.00"/> ft
5. Vegetation A) Type of Planting (seed vs. sod, affects vegetal retardance factor)	Choose One <input type="radio"/> Grass From Seed <input checked="" type="radio"/> Grass From Sod
6. Design Velocity (minimum of 1 ft / s, $LS / 300$ )	$V_2 = $ <input type="text" value="1.25"/> ft / s <b>TOO HIGH (&gt; 1 fps)</b>
7. Design Flow Depth (1 foot maximum) A) Flow Area B) Top Width of Swale C) Froude Number (0.50 maximum) D) Hydraulic Radius E) Velocity-Hydraulic Radius Product for Vegetal Retardance F) Manning's n (based on SCS vegetal retardance curve D for sodded grass) G) Cumulative Height of Grade Control Structures Required	$D_2 = $ <input type="text" value="1.00"/> ft $A_2 = $ <input type="text" value="2.0"/> sq ft $W_T = $ <input type="text" value="4.0"/> ft $F = $ <input type="text" value="0.31"/> $R_H = $ <input type="text" value="0.45"/> $VR = $ <input type="text" value="0.56"/> $n = $ <input type="text" value="0.077"/> $H_D = $ <input type="text" value="0.00"/> ft
8. Underdrain (Is an underdrain necessary?)	Choose One <input checked="" type="radio"/> YES <input type="radio"/> NO <b>AN UNDERDRAIN IS REQUIRED IF THE DESIGN SLOPE &lt; 2.0%</b>
9. Soil Preparation (Describe soil amendment)	   
10. Irrigation	Choose One <input type="radio"/> Temporary <input checked="" type="radio"/> Permanent

Notes: This design sheet is being used to calculate flow characteristics for a conveyance channel. The design discharge is actually the discharge for the **100-Year** Return Period. The conveyance channel is **NOT** being used for **Water Quality** therefore the **Channel Side Slopes, Design Velocity, and Underdrain** requirement can be disregarded. To analyze channel **capacity** the most shallow slope of the channel was considered.



# Design Procedure Form: Grass Swale (GS)

UD-BMP (Version 3.07, March 2018)

Sheet 1 of 1

Designer: Rance Brady

Company: Odisea LLC

Date: August 24, 2021

Project: RIDGSIX Townhomes

Location: Ridgway, Colorado

1. Design Discharge for 2-Year Return Period	$Q_2 = $ <input type="text" value="0.83"/> cfs
2. Hydraulic Residence Time A) : Length of Grass Swale B) Calculated Residence Time (based on design velocity below)	$L_S = $ <input type="text" value="119.0"/> ft $T_{HR} = $ <input type="text" value="1.3"/> minutes
3. Longitudinal Slope (vertical distance per unit horizontal) A) Available Slope (based on site constraints) B) Design Slope	$S_{avail} = $ <input type="text" value="0.072"/> ft / ft $S_D = $ <input type="text" value="0.072"/> ft / ft
4. Swale Geometry A) Channel Side Slopes ( $Z = 4$ min., horiz. distance per unit vertical) B) Bottom Width of Swale (enter 0 for triangular section)	$Z = $ <input type="text" value="2.00"/> ft / ft <b>TOO STEEP (&lt; 4)</b> $W_B = $ <input type="text" value="0.00"/> ft
5. Vegetation A) Type of Planting (seed vs. sod, affects vegetal retardance factor)	Choose One <input type="radio"/> Grass From Seed <input checked="" type="radio"/> Grass From Sod
6. Design Velocity (minimum of 1 ft / s, $LS / 300$ )	$V_2 = $ <input type="text" value="1.53"/> ft / s <b>TOO HIGH (&gt; 1 fps)</b>
7. Design Flow Depth (1 foot maximum) A) Flow Area B) Top Width of Swale C) Froude Number (0.50 maximum) D) Hydraulic Radius E) Velocity-Hydraulic Radius Product for Vegetal Retardance F) Manning's n (based on SCS vegetal retardance curve D for sodded grass) G) Cumulative Height of Grade Control Structures Required	$D_2 = $ <input type="text" value="0.52"/> ft $A_2 = $ <input type="text" value="0.5"/> sq ft $W_T = $ <input type="text" value="2.1"/> ft $F = $ <input type="text" value="0.53"/> <b>TOO HIGH (&gt; 0.5)</b> $R_H = $ <input type="text" value="0.23"/> $VR = $ <input type="text" value="0.36"/> $n = $ <input type="text" value="0.097"/> $H_D = $ <input type="text" value="0.00"/> ft
8. Underdrain (Is an underdrain necessary?)	Choose One <input type="radio"/> YES <input checked="" type="radio"/> NO
9. Soil Preparation (Describe soil amendment)	   
10. Irrigation	Choose One <input type="radio"/> Temporary <input checked="" type="radio"/> Permanent

Notes: This design sheet is being used to calculate flow characteristics for a conveyance channel. The design discharge is actually the discharge for the **100-Year** Return Period. The conveyance channel is **NOT** being used for **Water Quality** therefore the **Channel Side Slopes, Design Velocity, Froude Number** warnings can be disregarded. To analyze allowable **velocity** the steepest slope of the channel was considered.

# Design Procedure Form: Grass Swale (GS)

UD-BMP (Version 3.07, March 2018)

Sheet 1 of 1

Designer: Rance Brady

Company: Odisea LLC

Date: August 24, 2021

Project: RIDGSIX Townhomes

Location: Ridgway, Colorado

1. Design Discharge for 2-Year Return Period	$Q_2 = $ <input type="text" value="2.00"/> cfs
2. Hydraulic Residence Time A) : Length of Grass Swale B) Calculated Residence Time (based on design velocity below)	$L_S = $ <input type="text" value="119.0"/> ft $T_{HR} = $ <input type="text" value="2.0"/> minutes
3. Longitudinal Slope (vertical distance per unit horizontal) A) Available Slope (based on site constraints) B) Design Slope	$S_{avail} = $ <input type="text" value="0.010"/> ft / ft $S_D = $ <input type="text" value="0.010"/> ft / ft
4. Swale Geometry A) Channel Side Slopes ( $Z = 4$ min., horiz. distance per unit vertical) B) Bottom Width of Swale (enter 0 for triangular section)	$Z = $ <input type="text" value="2.00"/> ft / ft <b>TOO STEEP (&lt; 4)</b> $W_B = $ <input type="text" value="0.00"/> ft
5. Vegetation A) Type of Planting (seed vs. sod, affects vegetal retardance factor)	Choose One <input type="radio"/> Grass From Seed <input checked="" type="radio"/> Grass From Sod
6. Design Velocity (0.397 ft / s maximum for desirable 5-minute residence time)	$V_2 = $ <input type="text" value="1.00"/> ft / s
7. Design Flow Depth (1 foot maximum) A) Flow Area B) Top Width of Swale C) Froude Number (0.50 maximum) D) Hydraulic Radius E) Velocity-Hydraulic Radius Product for Vegetal Retardance F) Manning's n (based on SCS vegetal retardance curve D for sodded grass) G) Cumulative Height of Grade Control Structures Required	$D_2 = $ <input type="text" value="1.00"/> ft $A_2 = $ <input type="text" value="2.0"/> sq ft $W_T = $ <input type="text" value="4.0"/> ft $F = $ <input type="text" value="0.25"/> $R_H = $ <input type="text" value="0.45"/> $VR = $ <input type="text" value="0.45"/> $n = $ <input type="text" value="0.086"/> $H_D = $ <input type="text" value="0.00"/> ft
8. Underdrain (Is an underdrain necessary?)	Choose One <input checked="" type="radio"/> YES <input type="radio"/> NO <b>AN UNDERDRAIN IS REQUIRED IF THE DESIGN SLOPE &lt; 2.0%</b>
9. Soil Preparation (Describe soil amendment)	   
10. Irrigation	Choose One <input type="radio"/> Temporary <input checked="" type="radio"/> Permanent

Notes: This design sheet is being used to calculate flow characteristics for a conveyance channel. The design discharge is actually the discharge for the **100-Year** Return Period. The conveyance channel is **NOT** being used for **Water Quality** therefore the **Channel Side Slopes, Design Velocity, and Underdrain** warnings can be disregarded. To analyze channel **capacity** the most shallow slope of the channel was considered.

# Design Procedure Form: Grass Swale (GS)

UD-BMP (Version 3.07, March 2018)

Sheet 1 of 1

Designer: Rance Brady

Company: Odisea LLC

Date: August 24, 2021

Project: RIDGSIX Townhomes

Location: Ridgway, Colorado

1. Design Discharge for 2-Year Return Period	$Q_2 = $ <input type="text" value="0.05"/> cfs
2. Hydraulic Residence Time A) : Length of Grass Swale B) Calculated Residence Time (based on design velocity below)	$L_s = $ <input type="text" value="63.0"/> ft $T_{HR} = $ <input type="text" value="2.4"/> minutes
3. Longitudinal Slope (vertical distance per unit horizontal) A) Available Slope (based on site constraints) B) Design Slope	$S_{avail} = $ <input type="text" value="0.067"/> ft / ft $S_D = $ <input type="text" value="0.067"/> ft / ft
4. Swale Geometry A) Channel Side Slopes ( $Z = 4$ min., horiz. distance per unit vertical) B) Bottom Width of Swale (enter 0 for triangular section)	$Z = $ <input type="text" value="2.00"/> ft / ft <b>TOO STEEP (&lt; 4)</b> $W_B = $ <input type="text" value="0.00"/> ft
5. Vegetation A) Type of Planting (seed vs. sod, affects vegetal retardance factor)	Choose One <input type="radio"/> Grass From Seed <input checked="" type="radio"/> Grass From Sod
6. Design Velocity (0.21 ft / s maximum for desirable 5-minute residence time)	$V_2 = $ <input type="text" value="0.43"/> ft / s
7. Design Flow Depth (1 foot maximum) A) Flow Area B) Top Width of Swale C) Froude Number (0.50 maximum) D) Hydraulic Radius E) Velocity-Hydraulic Radius Product for Vegetal Retardance F) Manning's n (based on SCS vegetal retardance curve D for sodded grass) G) Cumulative Height of Grade Control Structures Required	$D_2 = $ <input type="text" value="0.24"/> ft $A_2 = $ <input type="text" value="0.1"/> sq ft $W_T = $ <input type="text" value="1.0"/> ft $F = $ <input type="text" value="0.22"/> $R_H = $ <input type="text" value="0.11"/> $VR = $ <input type="text" value="0.05"/> $n = $ <input type="text" value="0.200"/> $H_D = $ <input type="text" value="0.00"/> ft
8. Underdrain (Is an underdrain necessary?)	Choose One <input type="radio"/> YES <input checked="" type="radio"/> NO
9. Soil Preparation (Describe soil amendment)	   
10. Irrigation	Choose One <input type="radio"/> Temporary <input checked="" type="radio"/> Permanent

Notes: This design sheet is being used to calculate flow characteristics for a conveyance channel. The design discharge is actually the discharge for the **100-Year** Return Period. The conveyance channel is **NOT** being used for **Water Quality** therefore the **Channel Side Slopes** warnings can be disregarded. To analyze allowable **velocity** the steepest slope of the channel was considered.

# Design Procedure Form: Grass Swale (GS)

UD-BMP (Version 3.07, March 2018)

Sheet 1 of 1

Designer: Rance Brady  
 Company: Odisea LLC  
 Date: August 24, 2021  
 Project: RIDGSIX Townhomes  
 Location: Ridgway, Colorado

1. Design Discharge for 2-Year Return Period	$Q_2 = $ <input type="text" value="6.00"/> cfs
2. Hydraulic Residence Time A) : Length of Grass Swale B) Calculated Residence Time (based on design velocity below)	$L_S = $ <input type="text" value="63.0"/> ft $T_{HR} = $ <input type="text" value="0.3"/> minutes
3. Longitudinal Slope (vertical distance per unit horizontal) A) Available Slope (based on site constraints) B) Design Slope	$S_{avail} = $ <input type="text" value="0.036"/> ft / ft $S_D = $ <input type="text" value="0.036"/> ft / ft
4. Swale Geometry A) Channel Side Slopes ( $Z = 4$ min., horiz. distance per unit vertical) B) Bottom Width of Swale (enter 0 for triangular section)	$Z = $ <input type="text" value="2.00"/> ft / ft <b>TOO STEEP (&lt; 4)</b> $W_B = $ <input type="text" value="0.00"/> ft
5. Vegetation A) Type of Planting (seed vs. sod, affects vegetal retardance factor)	Choose One <input type="radio"/> Grass From Seed <input checked="" type="radio"/> Grass From Sod
6. Design Velocity (minimum of 1 ft / s, $LS / 300$ )	$V_2 = $ <input type="text" value="3.06"/> ft / s <b>TOO HIGH (&gt; 1 fps)</b>
7. Design Flow Depth (1 foot maximum) A) Flow Area B) Top Width of Swale C) Froude Number (0.50 maximum) D) Hydraulic Radius E) Velocity-Hydraulic Radius Product for Vegetal Retardance F) Manning's n (based on SCS vegetal retardance curve D for sodded grass) G) Cumulative Height of Grade Control Structures Required	$D_2 = $ <input type="text" value="0.99"/> ft $A_2 = $ <input type="text" value="2.0"/> sq ft $W_T = $ <input type="text" value="4.0"/> ft $F = $ <input type="text" value="0.77"/> <b>TOO HIGH (&gt; 0.5)</b> $R_H = $ <input type="text" value="0.44"/> $VR = $ <input type="text" value="1.36"/> $n = $ <input type="text" value="0.054"/> $H_D = $ <input type="text" value="0.00"/> ft
8. Underdrain (Is an underdrain necessary?)	Choose One <input checked="" type="radio"/> YES <input type="radio"/> NO
9. Soil Preparation (Describe soil amendment)	<input type="text"/> <input type="text"/> <input type="text"/>
10. Irrigation	Choose One <input type="radio"/> Temporary <input checked="" type="radio"/> Permanent

Notes: This design sheet is being used to calculate flow characteristics for a conveyance channel. The design discharge is actually the discharge for the **100-Year** Return Period. The conveyance channel is **NOT** being used for **Water Quality** therefore the **Channel Side Slopes, Design Velocity, and Froude Number** warnings can be disregarded. To analyze channel **capacity** the most shallow slope of the channel was considered.

# **APPENDIX**

## **Pre-development, Existing, & Proposed Runoff Calculations**

Calculation of Peak Runoff using Rational Method	
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$$Q(cfs) = CIA$$
[illegible]



# Area-Weighted Runoff Coefficient Calculations

Version 2.00 released May 2017

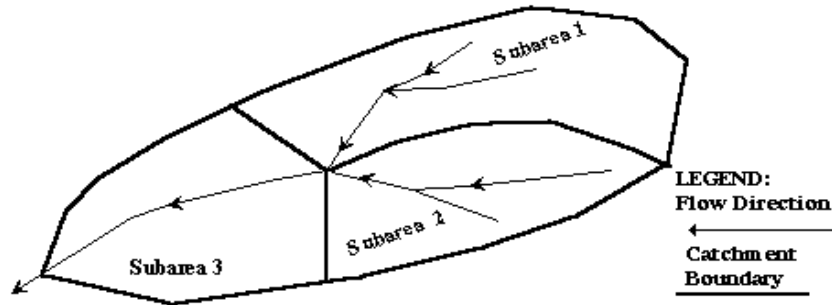
Designer: Jeff Ruppert

Company: Odisea LLC

Date: 5/17/2022

Project: RIDGSIX TOWNHOMES

Location: Ridgway, CO



Subcatchment  
Name

Cells of this color are for required user-input

Cells of this color are for optional override values

Cells of this color are for calculated results based on overrides

See sheet "Design Info" for imperviousness-based runoff coefficient values.

Sub-Area ID	Area (ac)	NRCS Hydrologic Soil Group	Percent Imperviousness	Runoff Coefficient, C						
				2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	500-yr
1	0.24	D	37.0	0.27	0.34	0.40	0.53	0.58	0.64	0.70
2	0.09	D	27.0	0.19	0.26	0.33	0.47	0.53	0.59	0.67
3	0.02	D	49.0	0.37	0.43	0.49	0.59	0.64	0.68	0.74
4	0.12	D	75.0	0.60	0.65	0.68	0.74	0.76	0.79	0.82
Total Area (ac)	0.47	Area-Weighted C		0.35	0.40	0.46	0.57	0.62	0.67	0.73
		Area-Weighted Override C		0.35	0.40	0.46	0.57	0.62	0.67	0.73



**Huddlestone-Berry**  
Engineering & Testing, LLC

2789 Riverside Parkway  
Grand Junction, Colorado 81501  
Phone: 970-255-8005  
Info@huddlestoneberry.com

June 29, 2020  
Project#02091-0001

Matt McIssac  
PO Box 942  
Ridgway, Colorado 81432

Subject: Geotechnical Investigation  
McIssac Subdivision  
Ridgway, Colorado

Dear Mr. McIssac,

This letter presents the results of a geotechnical investigation conducted by Huddlestone-Berry Engineering & Testing, LLC (HBET) for the McIssac subdivision in Ridgway, Colorado. The site location is shown on Figure 1. The proposed construction is anticipated to new townhome structures. The scope of our investigation included evaluating the subsurface conditions at the site with regard to developing foundation and earthwork recommendations for the proposed construction.

### **Site Conditions**

At the time of the investigation, an existing structure was present in the southwestern corner of the site. The remainder of the site was generally open; however, several large trees were present in the northeastern portion of the site. The site was fairly flat. The site was bordered to the north by Charles Street, to the south and west by existing residential structures, and to the east by N. Cora Street.

### **Subsurface Investigation**

The subsurface investigation included two test pits as shown on Figure 2. The test pits were excavated to a depth of 9.0 feet below the existing ground surface. Typed test pit logs are included in Appendix A.

As indicated on the logs, the subsurface conditions at the site were slightly variable. Test Pit TP-1, conducted in the northwestern portion of the site, encountered 1.0 foot of topsoil above fill materials to a depth of 5.5 feet. The fill was underlain by brown, moist, medium stiff sandy lean clay soils to the bottom of the excavation. Groundwater was not encountered in TP-1 at the time of the investigation.

Test Pit TP-2, conducted in the northeastern portion of the site, encountered 1.0 foot of topsoil above brown, moist, medium stiff lean clay with sand to sandy lean clay to the bottom of the excavation. Groundwater was not encountered in TP-2 at the time of the investigation.

### **Laboratory Testing**

Laboratory testing was conducted on samples of the native soils collected from the test pits. The testing included grain size analysis, Atterberg limits determination, natural moisture content determination, and maximum dry density and optimum moisture content (Proctor) determination. The laboratory testing results are included in Appendix B.

The laboratory testing results indicate that the native clay soils are moderately plastic. Based upon the Atterberg limits of the materials and upon our experience with similar soils, the native clay soils are anticipated to be slightly to moderately expansive.

### **Foundation Recommendations**

As discussed above, the native clay soils are anticipated to be expansive. In general, deep foundations will provide the most protection against heave related movements. In fact, the risk of foundation movements is dramatically lower with the use of deep foundations. In addition, if movements of shallow foundations were to occur over time, the most likely mitigation would be to utilize deep foundations. Unfortunately, the cost of installing deep foundations on an already completed structure typically exceeds \$150,000.

Based upon our experience, HBET believes that the selection of foundation type includes two primary factors. The first factor is risk tolerance of the owner. Since most distress (i.e. cracking, etc.) associated with foundation movements is purely cosmetic, if the owner can tolerate some distress over time, a shallow foundation may be preferable due to the lower cost.

The second factor is total project cost. In general, for structures in the \$300,000 to \$400,000 range, the additional cost of deep foundations is a significant portion of the total cost of the construction and most owners believe that the higher cost of the micro piles is not worth the additional foundation protection they provide. However, for approximately \$500,000+ structures, the additional cost of deep foundations tends to not be as cost prohibitive. Beyond approximately \$750,000, HBET generally recommends deep foundations as the preferred alternative. The added protection is less of a burden to the total project cost. In addition, for high value properties, the cost of repairing any shallow foundation movement related damage in the future can be extremely expensive.

Again, the final selection of foundation type should be made based upon the owner's risk tolerance and project budget. The alternatives are discussed in the following sections.

#### *Spread Footings*

For spread footing foundations, HBET recommends that the footings be constructed above a minimum of 36-inches of structural fill. Due to their potential for expansion, the native soils are not suitable for re-use as structural fill. Imported structural fill should consist of a granular, non-expansive, non-free draining material approved by HBET.

Prior to placement of structural fill, all existing fill materials should be removed. In addition, it is recommended that the bottom of the foundation excavation be scarified to a depth of 6 to 8-inches, moisture conditioned and compacted to a minimum of 95% of the standard Proctor maximum dry density, within  $\pm 2\%$  of the optimum moisture content as determined in accordance with ASTM D698. Structural fill should extend laterally beyond the edges of the foundation a distance equal to the thickness of structural fill.

Structural fill should be moisture conditioned, placed in maximum 8-inch loose lifts, and compacted to a minimum of 95% of the standard Proctor maximum dry density for fine grained soils and modified Proctor maximum dry density for coarse grained soils, within  $\pm 2\%$  of the optimum moisture content as determined in accordance with ASTM D698 and D1557, respectively.

For the foundation building pad prepared as recommended, a maximum allowable bearing capacity of 2,000 psf may be used. However, a minimum dead-load bearing pressure of 500 psf is recommended for spread footing foundations. In addition, to limit the potential for a punching shear bearing capacity failure in the structural fill, footings should not be less than 12-inches wide. Foundations subject to frost should be at least 36-inches below the finished grade.

For spread footing foundations designed and constructed as recommended, in the absence of significant moisture increases in the subsurface, total foundation movements are anticipated to be 2.0-inches or less. However, if additional moisture is permitted to infiltrate into the subsurface due to poor grading and drainage, poor stormwater management, utility line failure, etc., differential movements in excess of 4.0-inches are possible.

#### *Rigid (Waffle) Structural Slab*

A rigid (waffle) slab foundation does not provide any additional resistance to heave over conventional footing foundations. However, properly designed, a waffle slab foundation can help to limit the damage from heave movements. This is due to the fact that bending in the slab is controlled such that the whole structure moves together. This does not reduce the magnitude of overall movement; however, 'wrecking' of the structure can be reduced when movements occur.

It is recommended that rigid structural slabs be constructed above structural fill extending to a minimum of 12-inches below the bottoms of the ribs with the depth of ribs determined by the structural engineer to provide rigidity to the slab. Subgrade preparation and structural fill placement should be in accordance with the recommendations for spread footings above.

For rigid structural slab foundations designed and constructed as recommended, in the absence of significant moisture increases in the subsurface, total foundation movements are anticipated to be 2.0-inches or less. However, if additional moisture is permitted to infiltrate into the subsurface due to poor grading and drainage, poor stormwater management, utility line failure, etc., differential movements in excess of 4.0-inches are possible.

#### *Deep Foundations*

The recommended deep foundation alternatives include drilled piers and micro piles. However, as discussed previously, the subsurface investigation at the site was limited to a shallow test pits. Therefore, if the owners are risk averse such that deep foundations are being considered, HBET should be contacted to conduct geotechnical borings at the site and develop specific recommendations for deep foundations.

### **Lateral Earth Pressures**

Stemwalls, grade beams, basement walls, and/or retaining walls should be designed to resist lateral earth pressures. For backfill consisting of the native soils or imported granular, non-free draining, non-expansive material, we recommend that the walls be designed for an equivalent active fluid unit weight of 65 pcf in areas where no surcharge loads are present. An at-rest equivalent fluid unit weight of 85 pcf is recommended for basement walls or other braced walls. Lateral earth pressures should be increased as necessary to reflect any surcharge loading behind the walls.

### **Water Soluble Sulfates**

Water soluble sulfates are common to the soils in Western Colorado. Therefore, at a minimum, Type I-II sulfate resistant cement is recommended for construction at this site.

### **Flooring and Exterior Flatwork Recommendations**

As mentioned above, the native soils are anticipated to be expansive. **Due to the fact that slabs-on-grade do not generate sufficient loads to resist movement, differential movement of slabs-on-grade is likely. In the absence of moisture infiltration into the subgrade, up to 2-inches of slab movement should be anticipated. However, if moisture is permitted to infiltrate around the structure, movements in excess of 4-inches are possible. Therefore, HBET recommends that a framed floor be utilized for interior floors where spread footings or deep foundations are used.**

For garage slabs, to help limit the magnitude of movement, it is recommended that the slabs be constructed above a minimum of 30-inches of structural fill with subgrade preparation and fill placement in accordance with the *Spread Footings* section of this report. It is recommended that any mechanical equipment in the garage be supported by the foundations rather than the garage slab. It is recommended that exterior slabs-on-grade be constructed above a minimum of 18-inches of structural fill.

Slabs should not be tied in or connected to the foundations in any manner. In addition, framing, drywall, exterior stonework, stucco, etc. should not extend beyond the grade beams/stemwalls over the slabs. The slab must be permitted to move freely without exerting upward pressure on any structural components. Also, where non-bearing partition walls are placed on the garage slab, a framing void or slip joint which permits a minimum of 3-inches of vertical movement should be utilized.

### **Drainage Recommendations**

**Site grading and drainage are critical to the performance of the foundations and slabs-on-grade. Where the recommendations below are not followed, the risk of differential movements of shallow foundations, garage slabs, exterior flatwork, etc. is significant.**

Grading around the structures should be designed to carry precipitation and runoff away from the structures. It is recommended that the finished ground surface drop at least twelve inches within the first ten feet away from the structures. It is recommended that landscaping within ten feet of the structures include primarily desert plants with low water requirements. In addition, it is recommended that no automatic irrigation, including drip lines, be used within ten feet of foundations.

HBET recommends that surface downspout extensions be used which discharge a minimum of 15 feet from the structures or beyond the backfill zone, whichever is greater. However, if subsurface downspout drains are utilized, they should be carefully constructed of solid-wall PVC and should daylight at least 15 feet from the structures. In addition, an impermeable membrane is recommended below subsurface downspout drain lines to limit the potential for leaks in the subsurface drains to impact the structures. Dry wells should not be used.

In order to limit the potential for surface moisture to impact the structures, perimeter foundation drains are recommended. In general, the perimeter foundation drains should consist of prefabricated drain materials or a perforated pipe and gravel systems with the flowlines of the drains at the bottoms of the foundations (at the highest point). The prefabricated drain materials or gravel should extend along basement walls to within 36-inches of the finished grade. The perimeter drains should slope at a minimum of 1.0% to daylight or to sumps with pumps. The drains should also include impermeable membranes at the bases to limit the potential for moisture to infiltrate vertically down below the foundations.

### **General Notes**

The recommendations included above are based upon the results of the subsurface investigation and on our local experience. These conclusions and recommendations are valid only for the proposed construction.

As discussed previously, the subsurface conditions encountered in the test pits were slightly variable. However, the precise nature and extent of any subsurface variability may not become evident until construction. As a result, it is recommended that HBET provide construction materials testing and engineering oversight during the entire construction process.

**It is important to note that the recommendations herein are intended to reduce the risk of structural movement and/or damage, to varying degrees, associated with expansion of the native soils. However, HBET cannot predict long-term changes in subsurface moisture conditions and/or the precise magnitude or extent of volume change in the native soils. Where significant increases in subsurface moisture occur due to poor grading, improper stormwater management, utility line failure, excess irrigation, or other cause, either during construction or the result of actions of the property owner, several inches of movement are possible. In addition, any failure to comply with the recommendations in this report releases Huddleston-Berry Engineering & Testing, LLC of any liability with regard to the structure performance.**

We are pleased to be of service to your project. Please contact us if you have any questions or comments regarding the contents of this report.

Respectfully Submitted:  
**Huddleston-Berry Engineering and Testing, LLC**



Michael A. Berry, P.E.  
Vice President of Engineering







Google Earth

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**FIGURE 1**  
Site Location Map

1000 ft



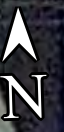




Google Earth

**FIGURE 2**  
Site Plan

100 ft



**APPENDIX A**  
**Typed Test Pit Logs**




Huddlestone-Berry Engineering & Testing, LLC  
2789 Riverside Parkway  
Grand Junction, CO 81501  
970-255-8005

# TEST PIT NUMBER TP-1

PAGE 1 OF 1

CLIENT	Matt Mclsaac	PROJECT NAME	Mclsaac Subdivision
PROJECT NUMBER	02091-0001	PROJECT LOCATION	Ridgway, CO
DATE STARTED	5/8/20	COMPLETED	5/8/20
EXCAVATION CONTRACTOR	Client	GROUND ELEVATION	
EXCAVATION METHOD	Trackh/Backhoe	TEST PIT SIZE	
LOGGED BY	SD	CHECKED BY	MAB
NOTES			
		GROUND WATER LEVELS:	
		AT TIME OF EXCAVATION	dry
		AT END OF EXCAVATION	dry
		AFTER EXCAVATION	--

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0.0		Sandy Lean CLAY with Organics (TOPSOIL)										
2.5		Sandy Lean CLAY with Gravel ad Trash (FILL), brown, moist, medium stiff										
5.0		Sandy Lean CLAY (CL), brown, moist, medium stiff										
7.5		*** Lab Clasified GB1	 GB 1					8	31	20	11	59
		Bottom of test pit at 9.0 feet.										

GEOTECH\BH COLUMNS 02091-0001 MCISAAC SUBDIVISION.GPJ GINT US LAB.GDT 6/23/20





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2789 Riverside Parkway  
Grand Junction, CO 81501  
970-255-8005

## TEST PIT NUMBER TP-2

PAGE 1 OF 1

CLIENT Matt McIsaac

PROJECT NAME McIsaac Subdivision

PROJECT NUMBER 02091-0001

PROJECT LOCATION Ridgway, CO

DATE STARTED 5/8/20

COMPLETED 5/8/20

GROUND ELEVATION

TEST PIT SIZE

EXCAVATION CONTRACTOR Client

GROUND WATER LEVELS:

EXCAVATION METHOD Trackh/Backhoe

AT TIME OF EXCAVATION dry

LOGGED BY SD

CHECKED BY MAB

AT END OF EXCAVATION dry

NOTES

AFTER EXCAVATION --

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0.0		Sandy Lean CLAY with Organics (TOPSOIL)										
2.5		Lean CLAY with Sand (CL), to Sandy Lean CLAY (CL), brown, moist, medium stiff										
5.0		*** Lab Classified GB1	GB 1					19	38	24	14	76
7.5		*** Lab Classified GB2	GB 2					2	35	21	14	69
		Bottom of test pit at 9.0 feet.										



## **APPENDIX B**

### **Laboratory Testing Results**



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Grand Junction, CO 81501  
970-255-8005

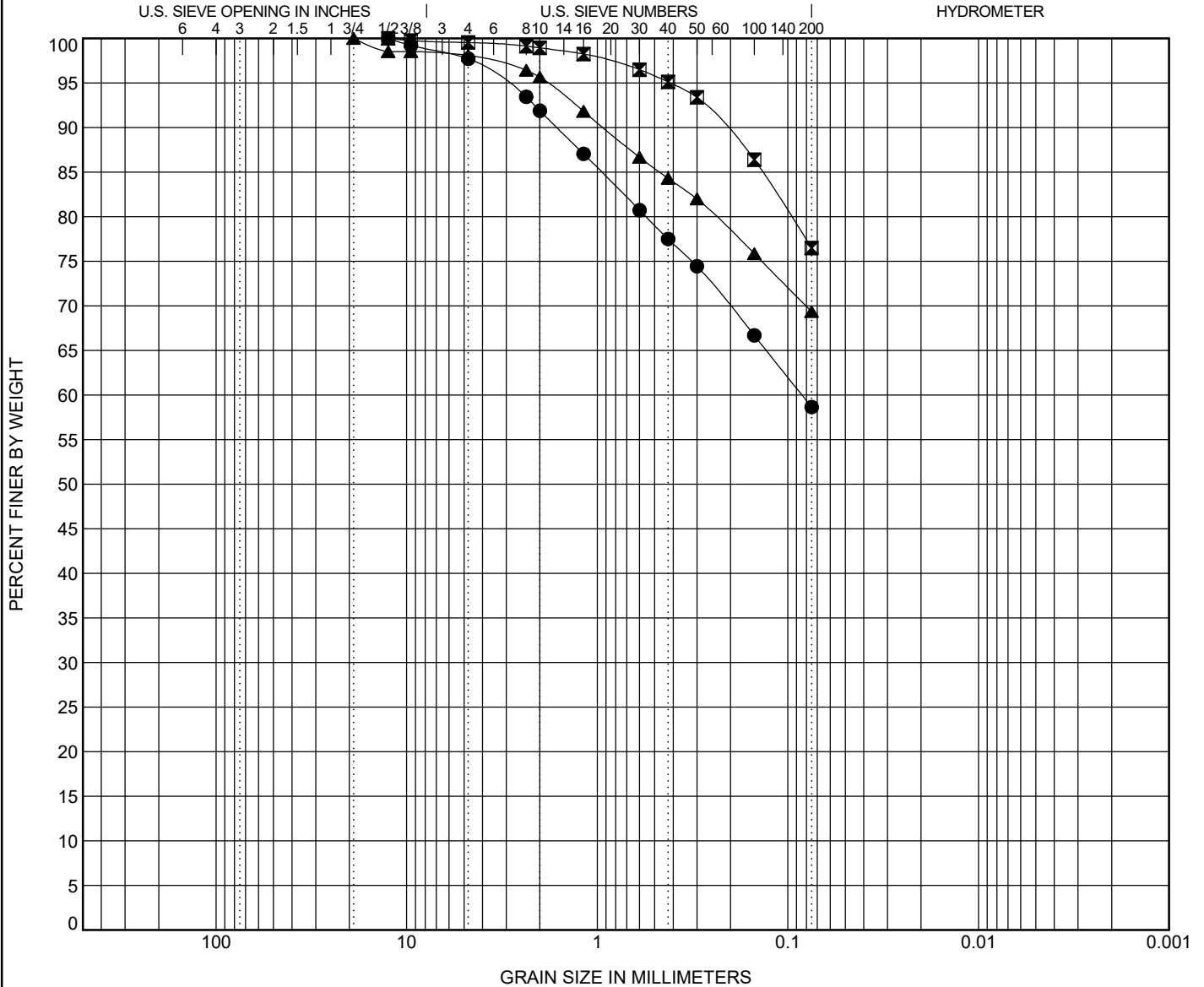
# GRAIN SIZE DISTRIBUTION

CLIENT Matt McIsaac

PROJECT NAME McIsaac Subdivision

PROJECT NUMBER 02091-0001

PROJECT LOCATION Ridgway, CO







Huddlestone-Berry Engineering & Testing, LLC  
2789 Riverside Parkway  
Grand Junction, CO 81501  
970-255-8005

# MOISTURE-DENSITY RELATIONSHIP

CLIENT Matt McIsaac

PROJECT NAME McIsaac Subdivision

PROJECT NUMBER 02091-0001

PROJECT LOCATION Ridgway, CO

Sample Date: 5/8/2020  
Sample No.: GB2  
Source of Material: TP-2  
Description of Material: SANDY LEAN CLAY(CL)  
Test Method: ASTM D698A

## TEST RESULTS

Maximum Dry Density 107.0 PCF  
Optimum Water Content 17.0 %

### GRADATION RESULTS (% PASSING)

<u>#200</u>	<u>#4</u>	<u>3/4"</u>
<u>69</u>	<u>98</u>	<u>100</u>

### ATTERBERG LIMITS

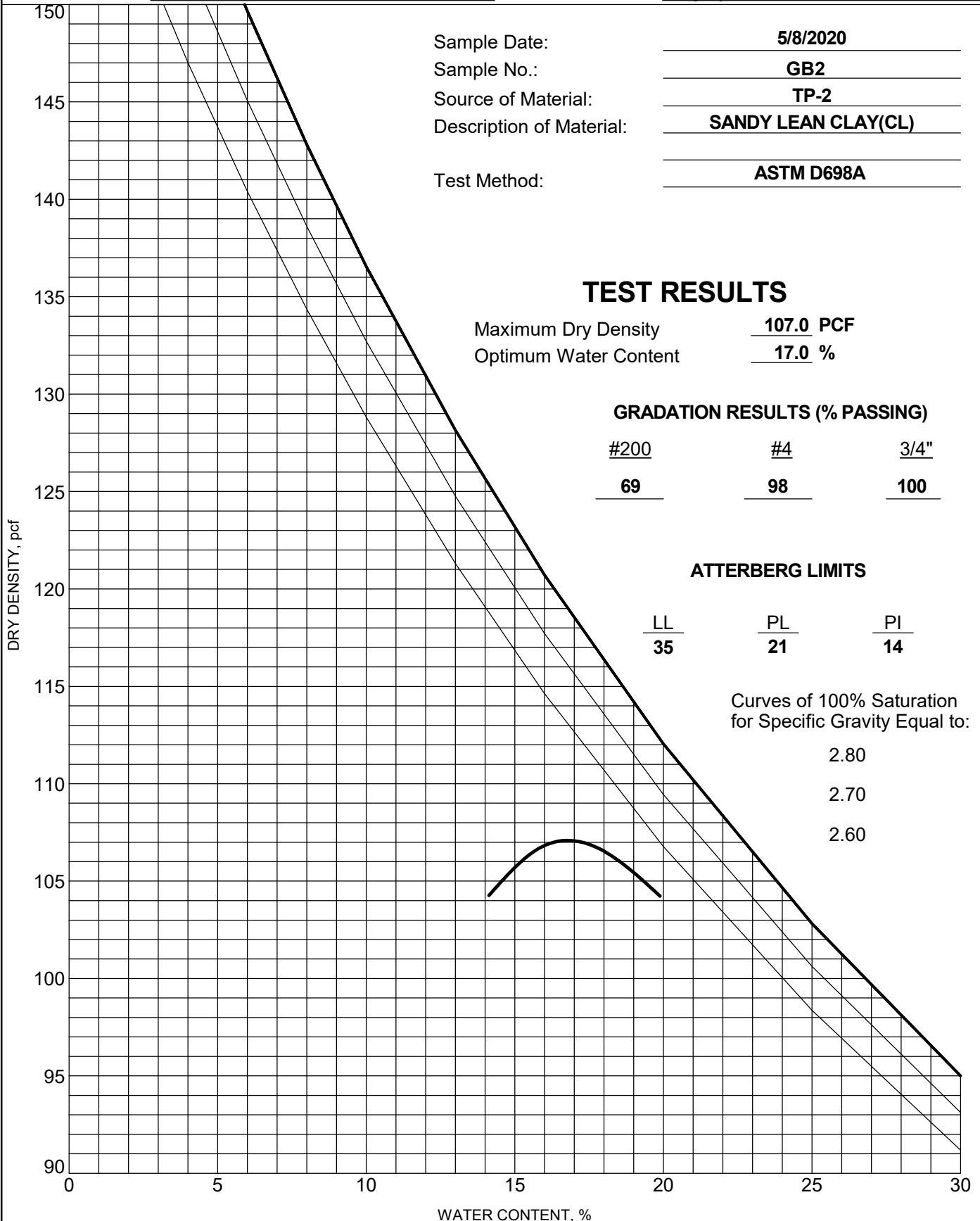
<u>LL</u>	<u>PL</u>	<u>PI</u>
<u>35</u>	<u>21</u>	<u>14</u>

Curves of 100% Saturation  
for Specific Gravity Equal to:

2.80

2.70

2.60



**ADDENDUM TO  
ARTICLES OF INCORPORATION OF  
RIDGSIX TOWNHOMES CONDOMINIUMS OWNERS ASSOCIATION, INC.,  
A COLORADO NONPROFIT CORPORATION**

Capitalized terms not otherwise defined herein shall have the meaning set forth in the Declaration of Covenants, Conditions and Restrictions for Ridgsix Townhomes Owners Association and any supplement or amendment thereto (“**Declaration**”). All of the lands that become subject to said Declaration from time to time are hereinafter referred to as the “**Community**.” In the event of a conflict between the terms, conditions and provisions of this Addendum and the Articles of Incorporation, this Addendum shall control.

**ARTICLE ONE**  
**Purposes**

The business, objectives and purposes for which the corporation is formed are as follows:

1. To be and constitute the “**Association**”, to which reference is made in the Declaration of Covenants, Conditions and Restrictions for Ridgsix Townhomes (“**Declaration**”) establishing a plan for Ridgsix Townhomes, a planned community located in the Town of Ridgway, Ouray County, Colorado (“**Community**”), said Declaration to be recorded in the office of the County Clerk and Recorder of Ouray County, Colorado.
2. To perform all obligations and duties of the Association and to exercise all rights and powers of the Association, as specified in the Declaration.
3. To provide an entity for the furtherance of the interest of the Owners of separate platted lots (“**Lots**”) within the Community.

**ARTICLE TWO**  
**Powers**

In furtherance of its purposes, but not otherwise, the corporation shall have the following powers:

1. All of the powers conferred upon non-profit corporations by the common law and the statutes of the State of Colorado in effect from time to time.
2. All of the powers necessary or desirable to perform the obligations and duties and exercise the rights and powers of the Association under the Declaration, including, without limitation, the following powers:
  - a. To make and collect general, limited and/or special assessments against Members for the purpose of defraying the costs, expenses and any losses of the Association, or of exercising its powers or of performing its functions.
  - b. To manage, control, operate, maintain, repair and improve Community common elements, as defined in the Act and the Declaration.
  - c. To enforce covenants, restrictions or conditions affecting any Community property, to the extent the Association may be authorized under any such covenants, restrictions or conditions, and to make and enforce rules and regulations for use of the Community.

d. To engage in activities which will actively foster, promote and advance the common ownership interests of Owners of the Lots.

e. To buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, withdraw, grant or obtain easements, licenses, permits and the like, hold, use, operate and otherwise deal with and in, real, personal and mixed property of all kinds, and any right or interest therein, for any purpose of the Association.

f. To borrow money for any purpose of the Association, limited in amount or in other respects as may be provided in the Bylaws of the Association (the “**Bylaws**”).

g. To enter into, make, perform or enforce contracts of every kind and description, and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association or any Members, with or in association with any person, firm, association, corporation or other entity or agency, public or private.

h. To act as agent, trustee, or other representative of other corporations, firms, individuals, and as such to advance the business or ownership interests of such corporations, firms or individuals, including, without limitation, any Members.

i. To adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association, provided, however, that such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration.

j. The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article.

### **ARTICLE THREE**

#### **Memberships**

1. The corporation shall be a membership corporation without certificates or shares of stock. Subject to the limitations set forth in the Declaration. There shall be one class of membership.

2. There shall be one “**Membership**” in the Association for each Lot within the Community. The Person or Persons who constitute the Owner of a Lot shall automatically be the holder of the Membership appurtenant to that Lot, and shall collectively be the “**Member**” of the Association with respect to that Lot, and the Membership appurtenant to that Lot shall automatically pass with fee simple title to the Lot. Declarant shall hold a Membership in the Association for each Lot owned by Declarant. Membership in the Association shall not be assignable separate and apart from fee simple title to a Lot, and may not otherwise be separated from ownership of a Lot.

3. All Members shall be entitled to vote on all matters, with each vote allocated in the manner set forth in the Declaration. Cumulative voting is prohibited. No person or entity other than an Owner of a Lot may be a Member of the corporation.

4. A membership in the corporation and the share of a Member in the assets of the corporation shall not be assigned, encumbered or transferred in any manner except as an appurtenance to transfer of title to the Lot to which the membership pertains; provided, however, the rights of membership may be



assigned to the holder of the mortgage, deed of trust or other security instrument on a Lot as further security for a loan secured by a lien on such Lot.

5. A transfer of membership shall occur automatically upon the transfer of title to the Lot to which the membership pertains; provided, however, the Bylaws may contain reasonable provisions and requirements with respect to recording such transfers on the books and records of the corporation.

6. The corporation may suspend the voting rights of a Member for failure to comply with rules and regulations or the Bylaws or with any other obligations of the Owners of a Lot under the Declaration or any agreement created thereunder.

7. The corporation, through its Bylaws, may establish requirements concerning the manner and method by which voting rights and other rights attributable to a Lot that is owned by a firm, corporation, partnership, limited liability company, association or other legal entity or any combination thereof may be exercised.

8. The Bylaws may contain provisions, not inconsistent with the foregoing, setting forth the rights, privileges, duties and responsibilities of the Members.

#### **ARTICLE FOUR**

##### **Board**

1. The business and affairs of the corporation shall be conducted, managed and controlled by a Board (the “**Board**”), the members of which are designated as “**Directors**”.

2. The Board shall initially consist of three (3) Directors, but may consist of as many as five (5) Directors. The method of voting on actions by the Board shall occur in the manner provided for by the Bylaws.

3. The method of election and the term of office of Directors of the Board shall be determined by the Bylaws. A member of the Board need not have an ownership interest in a Lot. A member of the Board need not be a Member of the Community.

4. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the Bylaws in the manner provided for by the Bylaws.

#### **ARTICLE FIVE**

##### **Inurement and Dissolution**

1. No part of the income or net earnings of the Association shall inure to the benefit of, or be distributable to, any Member, Director, or officer of the Association or to any other private individual, except that: (i) reasonable compensation may be paid for services rendered to or for the Association affecting one or more of its purposes; (ii) reimbursement may be made for any expenses incurred for the Association by any officer, Director, Member, agent or employee, or any other person or corporation, pursuant to and upon authorization of the Board; and (iii) rebates of excess membership dues, fees, or Assessments may be paid.

2. In the event of dissolution of the Association, the property and assets thereof remaining after providing for all obligations shall then be distributed pursuant to the Colorado Revised Nonprofit Corporation Act at Article 134, and if the Community is terminated then pursuant to the Colorado Common Interest Ownership Act at Section 38-33.3-218.

**ARTICLE SIX**  
**Elimination of Certain Liabilities of Directors**

There shall be no personal liability, either direct or indirect, of any Director of the Association to the Association or to its Members for monetary damages for any breach or breaches of fiduciary duty as a Director; except that this provision shall not eliminate the liability of a Director to the Association or its Members for monetary damages for any breach, act, omission, or transaction as to which the Colorado Revised Nonprofit Corporation Act or the Colorado Common Interest Ownership Act prohibits expressly the elimination of liability. This provision is in the Association's original Articles of incorporation and thus is effective on the date of the Association's incorporation. This provision shall not limit the rights of Directors of the Association for indemnification or other assistance from the Association in accordance with applicable law. This provision shall not restrict or otherwise diminish the provisions of Colorado Revised Statutes, Section 13-21-115.7 (concerning no liability of directors except for wanton and willful acts or omissions), any amendment or successor provision to such Section, or any other law limiting or eliminating liabilities, such as Colorado Revised Statutes, Section 38-33.3-303(2) (fiduciary duties of officers and directors if appointed by Declarant; if not so appointed, then no liability except for wanton and willful acts or omissions). Any repeal or modification of the foregoing provisions of this Article by the Members of the Association or any repeal or modification of the provision of the Colorado Revised Nonprofit Corporation Act which permits the elimination of liability of directors by this Article shall not affect adversely any elimination of liability, right or protection of a Director of the Association with respect to any breach, act, omission, or transaction of such Director occurring prior to the time of such repeal or modification.

**ARTICLE SEVEN**  
**Dissolution**

In the event of the dissolution of the corporation, either voluntarily by the members hereof, by operation of law, or otherwise, then the assets of the corporation shall be deemed to be owned by the members in proportion to each Member's Ownership of the Common Elements of the Community.

**BYLAWS OF THE RIDGSIX TOWNHOMES  
OWNERS ASSOCIATION, INC.,  
A COLORADO NONPROFIT CORPORATION**

**ARTICLE 1  
INTRODUCTION AND PURPOSE**

Effective Date: February \_\_, 2022

These Bylaws (“**Bylaws**”) of the Ridsix Townhomes Owners Association, Inc., a Colorado Nonprofit Corporation (“**Association**”) have been duly adopted by the Association through its Board (“**Board**”) as that term is defined in the Declaration (defined below) and are hereby deemed to be made effective as of the Effective Date. The Association for itself and on behalf of its Owners, hereby amends, restates, terminates, supersedes and replaces in its entirety any and all prior Bylaws for the Association, including any and all other previous amendments thereto. Each Owner is deemed to be a “**Member**” of the Association.

**Section 1.1 – Introduction.** These are the Bylaws of the Ridsix Townhomes Owners Association, Inc., a Colorado nonprofit corporation, which Association shall operate under the Colorado nonprofit Corporation Act (“**Corporation Act**”), as amended, and the Colorado Common Interest Ownership Act, as amended (“**Act**”).

**Section 1.2 - Purposes.** The purposes for which the Association was formed are to preserve and enhance the value of the properties of Owners and to govern the Common Areas and affairs of The Ridsix Townhomes, a Planned Community located in the Town of Ridgway, Ouray County, Colorado (“**Community**”). The Community was created pursuant to certain “**Governing Documents**”, including, without limitation, the Subordinate Declaration for The Ridsix Townhomes (“**Declaration**”), the Plat for The Ridsix Townhomes as defined and referenced in the Declaration (“**Plat**”), the Articles of Incorporation for the Association, and any Rules and Regulations, Governance Policies and Guidelines, as the same have been or may be amended and supplemented from time to time. Terms which are defined in the Declaration shall have the same meaning herein, unless defined otherwise in these Bylaws.

**Section 1.3 - Persons Subject to Bylaws.** All present or future Owners, tenants, guests, agents, contractors or any person that use or occupy, in any matter, any Lot or Common Areas within the Community, are subject to the terms and provisions of these Bylaws, and the other Governing Documents of the Community. The mere acquisition, rental or use of a Lot will signify that the Governing Documents of the Community are acceptable, ratified and will be complied with.

**ARTICLE 2  
BOARD**

**Section 2.1 - Number and Qualification.**

(a) The affairs of the Community and the Association shall be governed by a Board which shall consist of three (3) persons. A Board member shall serve in the manner provided for in the Declaration. A member of the Board must be an Owner, except for Board members appointed by the Declarant. If any Lot is owned by a partnership or corporation, any officer, partner or employee of that Owner shall be eligible to serve as a Board member and shall be deemed to be an Owner for the purposes of these Bylaws. At any meeting at which Board members are to be elected, the Owners may, by resolution, adopt specific procedures for conducting the elections, which are not inconsistent with these Bylaws or the Corporation Act.

(b) The Board shall elect the officers. The Board members and officers shall take office upon election.

**Section 2.2 - Powers and Duties.** The Board may act in all instances on behalf of the Association, except as provided in the Governing Documents, these Bylaws or the Act. The Board shall have, subject to the limitations contained in the Governing Documents and the Act, the powers and duties necessary for the administration of the affairs of the Association and the Community, including the following powers and duties:

- (a) Adopt amendments to these Bylaws;
- (b) Adopt and amend the Rules and Regulations and the Governance Policies and Guidelines;
- (c) Adopt and amend budgets for revenues, expenditures and reserves;
- (d) Collect assessments for Common Expenses, Limited Common Expenses and Special Assessments from Owners. The Board shall determine the frequency for collecting assessments;
- (e) Hire and discharge management companies or managers of either the Association and/or on behalf of individual Owners;
- (f) Hire and discharge employees, independent contractors and agents other than managing agents of either the Association;
- (g) By resolution, establish committees of Board members, permanent and standing, to perform any of the above functions under specifically delegated administrative standards as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Owners and the Board. However, actions taken by a committee may be appealed to the Board by any Owner within 15 days after publication of notice of that action, and the committee's action must be ratified, modified or rejected by the Board at its next regular meeting.
- (h) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violations of the Governing Documents or Bylaws in the Association's name, on behalf of the Association on matters affecting the Community;
- (i) Make contracts and incur liabilities on behalf of the Association, provided that in the event that the Association intends to enter into a contract or otherwise incur liability for goods or services that in the aggregate is anticipated to require the expenditure of \$20,000 or more, the Board shall first prepare and submit a request for proposals, review all bids responding to the request for proposals and award the contract to the bid that the Board, in the exercise of its good faith and commercially reasonable judgment, determines to be the superior bid with consideration given to the price/cost of the services or goods, timeframe for performance, skills and reputation of contractor and such other factors deemed relevant to the Board;
- (j) Regulate the use, maintenance, repair, replacement and modification of Common Areas;
- (k) Cause additional improvements to be made as a part of the Common Areas;
- (l) Acquire, hold, encumber and convey, in the Association's name, any right, title or

interest to real estate or personal property; provided that Common Areas may be conveyed or subjected to a security interest only pursuant to Section 312 of the Act;

(m) Grant or obtain easements, licenses or permits for any period of time, including permanent easements, and grant leases, licenses and concessions for no more than one year, through or over the Common Areas and/or adjacent property;

(n) Impose and receive a payment, fee or charge for services provided to Owners and for the use, rental or operation of the Common Areas, other than Limited Common Areas;

(o) Impose a reasonable charge for late payment of assessments and, after notice and hearing, levy reasonable fines for violation of the Governing Documents or these Bylaws;

(p) Impose a reasonable charge for the preparation and recording of amendments to the Governing Documents or statements of unpaid assessments;

(q) Provide for the indemnification of the Association's officers, Board members, committee members;

(r) Obtain and maintain officer and director liability insurance for the Association's officers, Board members, committee members;

(s) Exercise any other powers conferred by the Declaration, the Plat or these Bylaws;

(t) Exercise any other power that may be exercised in the state by a legal entity of the same type as the Association; and

(u) Exercise any other power necessary and proper for the governance and operation of the Association.

**Section 2.3 - Association Manager.** The Board may employ a management company or Manager for the Community, at a compensation established by the Board, to perform duties and services authorized by the Board. Licenses, concessions and contracts may be executed by the Manager pursuant to specific resolutions of the Board and to fulfill the requirements of the budget. Regardless of any delegation to a management company or Manager, the Members of the Board shall not be relieved of responsibilities under the Governing Documents, these Bylaws or Colorado law.

**Section 2.4 - Removal of Board Member by Owners.** Except as provided for in the Declaration with respect to the rights of Declarant during the Declarant Control Period, the Owners, following the expiration of the Declarant Control Period, may, by a vote of at least two-thirds of the votes at any meeting of the Owners at which a quorum is present, may remove a Board member with or without cause and shall thereupon appoint a replacement Board member.

**Section 2.5 - Vacancies.** Vacancies in the Board, caused by any reason other than the removal of a Board member by a vote of the Owners, may be filled at a special meeting of the Board held for that purpose at any time after the occurrence of the vacancy, even though the Board members present at that meeting may constitute less than a quorum. These appointments shall be made by a majority of the remaining elected Board members constituting the Board. Each person so elected or appointed shall be a Board member for the remainder of the term of the Board member so replaced.

**Section 2.6 - Regular Meetings.** The first regular meeting of the Board shall occur within 30 days after

the annual meeting of the Owners at which the Board shall have been elected. The Board shall establish the time and place of the Board meeting. No notice shall be necessary to the newly elected Board members in order to legally constitute such meeting, provided a majority of the Board members are present. The Board may set a schedule of additional regular meetings by resolution, and no further notice is necessary to constitute regular meetings. With the exception of matters that may be discussed in executive session, as set forth in Section 38-33.3-308(3-7) of the Act, all regular and special meetings of the Board or any committee thereof shall be open to attendance by all Owners of the Association or their representatives. Without limiting the generality of the foregoing, no rule or regulation may be validly adopted during an executive session. Agendas for meetings of the Board shall be made reasonably available for examination by all Owners of the Association or their representatives. The Board may, by resolution, delegate portions of its authority to officers of the Association, but such delegation of authority shall not relieve the Board of the ultimate responsibility for management of the affairs of the Association.

**Section 2.7 - Special Meetings.** Special meetings of the Board may be called by the President or by a majority of the Board members on at least three business days' notice to each Board member. The notice shall be hand-delivered, mailed or e-mailed and shall state the time, place and purpose of the meeting.

**Section 2.8 - Location of Meetings.** All meetings of the Board shall be held within Colorado, unless all Board members consent in writing to another location.

**Section 2.9 - Waiver of Notice.** Any Board member may waive notice of any meeting in writing, including notice given by email. Attendance by a Board member at any meeting of the Board shall constitute a waiver of notice. If all the Board members are present at any meeting, no notice shall be required, and any business may be transacted at such meeting.

**Section 2.10 - Quorum of Board Members.** At all meetings of the Board, the presence of both of the Board members shall constitute a quorum for the transaction of business. At a meeting at which a quorum is present, the votes of a majority of the Board members present at a meeting at which a quorum is present shall constitute a decision of the Board. If, at any meeting, there shall be less than a quorum present, a majority of those present may adjourn the meeting. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**Section 2.11 - Telephone Communication in Lieu of Attendance.** A Board member may attend and fully participate in a meeting of the Board by using an electronic or telephonic communication method whereby the Board member may be reasonably heard by the other members and may hear the deliberations of the other members on any matter properly brought before the Board. The Board member's vote shall be counted and the presence noted as if that Board member were present in person on that particular matter. The Board member shall be counted as being present for purposes of establishing a quorum.

**Section 2.12 - Proxies.** At any Board meeting, a Board member will be absent from the meeting who has otherwise been provided with information on an item coming before the Board and has become familiar with the subject matter, may provide the Board with a directed proxy directing the Board how to record the Board members' vote on a particular matter and, thereupon, the Board shall so record the vote. A Board member shall not grant a general proxy to any person and any such general proxy shall be rejected by the Board. A Board member may not revoke a proxy given pursuant to this provision except by actual notice of revocation to the person presiding over a meeting of the Board. A proxy is void if it is not dated or purports to be revocable without notice. A proxy shall terminate one month after its date, unless a different termination date is otherwise set forth on its face. Proxies shall be filed with the Secretary of the



Association at or before the appointed time of each meeting. Proxies shall conform to C.R.S. Section 7-127-203.

**Section 2.13 - Consent to Corporate Action.** If all the Board members, separately or collectively consent in writing to any action taken or to be taken by the Association, and the number of the Board members constitutes a quorum, that action shall be a valid corporate action as though it had been authorized at a meeting of the Board. The Secretary shall file these consents with the minutes of the meetings of the Board.

**Section 2.14 – Disputes Among Board Members.** If the two Board members cannot mutually agree upon a course of action, the Board Members shall refer the matter to Dirk DePagter or such other person mutually agreeable to the Board Members to vote on the matter and resolve the tie vote.

### **ARTICLE 3 OWNERS AND MEMBERSHIP**

**Section 3.1 - Ownership.** Ownership of a Lot is required in order to qualify for membership in the Association. Ownership is more fully addressed in the Articles of Incorporation and the Declaration.

**Section 3.2 - Annual Meeting.** Annual meetings of Owners shall be held during each of the Association's fiscal year at such date and time as determined by the Board and set forth in the notice. At these meetings, the Board members shall be elected by ballot of the Owners, in accordance with the provisions of these Bylaws, the Declaration and the Articles of Incorporation. The Owners may transact other business as may properly come before them at these meetings. Failure to hold an annual meeting shall not work a forfeiture or dissolution of the Association. Each Owner may participate in the annual meeting by telephone.

**Section 3.3 - Budget Meeting.** Meetings of the Owners to consider proposed budgets shall be called in accordance with the Act. The budget may be considered at annual or special meetings called for other purposes as well.

**Section 3.4 - Special Meetings.** Special meetings of the Association may be called by the President, by a majority of the Board or by Owners comprising 35% of the votes in the Association. Each Owner may participate in any special meeting by telephone.

**Section 3.5 - Place of Meetings.** Meetings of the Owners shall be held anywhere (i) in the Community, (ii) the Town of Mountain Village of the Town of Ridgway, or (iii) the County of Ouray, Colorado, and may be adjourned to a suitable place convenient to the Owners, as may be designated by the Board or the President.

**Section 3.6 - Notice of Meetings.** The Secretary or other officer specified in the Bylaws shall cause notice of meetings of the Owners to be hand-delivered, sent prepaid by United States mail to the mailing address of each Lot or to the mailing address designated in writing by the Owner or by e-mail to those Owners that are able to receive e-mail and that specify they wish to receive notices by e-mail, not less than 10 days in advance of a meeting. No action shall be adopted at a meeting except as stated in the notice.

**Section 3.7 - Waiver of Notice.** Any Owner may, at any time, waive notice of any meeting of the Owners in writing (e-mailed accepted), and the waiver shall be deemed equivalent to the receipt of notice.

**Section 3.8 - Adjournment of Meeting.** At any meeting of Owners, a majority of the Owners who are

present at that meeting, either in person or by proxy, may adjourn the meeting to another time.

**Section 3.9 - Order of Business.** The order of business at all meetings of the Owners shall be as follows:

- (a) Roll call (or check-in procedure);
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports;
- (e) Board Nominations;
- (f) Election of Board members on the Board;
- (g) Ratification of budget;
- (h) Unfinished business; and
- (i) New business.

**Section 3.10 - Voting.**

- (a) Each Lot in the Community shall have the voting rights as established in the Declaration.

(b) If title to a Lot is held by an entity, including, without limitation, a firm, corporation, partnership, trust, limited liability company, association or other legal entity or any combination thereof (hereinafter “entity”), that entity must appoint a “delegate” to represent such Included Property. Any such delegate must, at the time of the appointment and continuing throughout the period of representation of the entity, own at least a 5% equity interest in the entity. To appoint a delegate, the entity’s governing body or officer must notify the Board of the appointment in writing prior to the commencement of the meeting for which the delegate is attending and participating. The Association may require proof of such equity ownership from time to time to evidence the qualification of the delegate to represent such a Lot and in the absence of such demonstration to the reasonable satisfaction of the Association, the Association may reject the right of the delegate to act on behalf of the entity until such time as satisfactory information is provided and accepted by the Association. A duly empowered delegate may participate in meetings and vote on matters requiring the vote of the Association Owners. A delegate may be a candidate for the Board and, if elected, serve as a Board member. The foregoing shall not preclude a delegate to act on behalf of an entity if duly appointed by a properly executed proxy given by the entity in conformance with these Bylaws. The moderator of the meeting may require reasonable evidence that a person voting on behalf of an entity is qualified to vote. A delegate may serve on the Board or as an officer for the Association.

**Section 3.11 - Quorum.** Except as otherwise provided in these Bylaws, a quorum is deemed present throughout any meeting of the Owners of the Association if both Owners of Lot A and Lot B are present at the meeting in person, by telephone or by proxy.

**Section 3.12 - Majority Vote.** Provided a quorum of allocated votes is present in person or by proxy, the affirmative vote of a majority of the total allocated votes so present in person or by telephone shall constitute approval of any matter voted upon unless a different number is required on a particular matter by the Colorado Revised Nonprofit Corporation Act, this Declaration, the Articles, or these Bylaws. If the two Lot Owners cannot mutually agree upon a course of action, the Owners shall refer the matter to Dirk DePagter or such other person mutually agreeable to the Owners to vote on the matter and resolve the tie vote.

**Section 3.13 - Proxies.** At any meeting of the Owners, the vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner or by the Owner’s duly authorized attorney-in-fact, designating a particular person present at the meeting to vote on behalf of the Owner. An Owner may provide the

Association with a directed proxy indicating how the Owner directs the Association to record the Owners vote on a particular matter. If a Lot is owned by more than one person, each owner of the Lot may vote or register protest to the casting of a vote by the other owners of the Lot through a duly executed proxy. An Owner may not revoke a proxy given pursuant to this provision except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy shall terminate eleven (11) months after its date, unless a different termination date is otherwise set forth on its face. Proxies shall be filed with the Secretary of the Association at or before the appointed time of each meeting. Proxies shall conform to C.R.S. Section 7-127-203. All proxies shall be reviewed by the Association's Secretary or designee as to the following: (a) Validity of the signature; (b) Signatory's authority to sign for the Owner; (c) Authority of the Owner to vote; (d) Conflicting proxies; and (e) Expiration of the proxy.

**Section 3.14 - Action by Written Ballot.** A vote on any action that may be taken at an annual, regular or special meeting of Owners may be taken without a meeting of the Owners, provided that the Association shall deliver a written ballot to every Owner entitled to vote on the matter by e-mail or mail, which sets forth each proposed action and provides an opportunity to vote for or against each proposed action by responding to the Association. All solicitations for votes by written ballot shall be mailed or e-mailed and shall indicate the number of responses needed to meet quorum requirements, state the percentage of approvals necessary to approve each matter, specify the time by which the response ballot must be received by the Association in order to be counted, specify the approved methods of submitting ballots, and be accompanied by written information regarding the matter to be voted upon. Ballots must be received by the Association no later than 21 calendar days from the date of the ballot, unless a different time is specified by the Board and reflected in the ballot. The Association and the Owners must send their ballots in accordance with Article 8 of these Bylaws (Notices). If so provided for in the written ballot, an action shall be deemed to be approved should an Owner fail to timely respond or otherwise act upon each matter identified for a vote in the written ballot. Approval by written ballot shall be valid when the number of votes cast by the ballot equals or exceeds the quorum required at a meeting authorizing the action and the number of approvals equals or exceeds the number required to approve the matter at a meeting. After the time to respond to the ballot has expired, the Association will tally the results and notify the Owners of the results within 15 days, unless a different time is specified by the Board.

**Section 3.15 - Election of Board Members.** Cumulative voting for Board members shall not be permitted.

**Section 3.16 - Chairman of Meetings.** At any meeting of the Owners, the Owners present shall select a Chairman and a Secretary of the meeting.

**Section 3.17 - Owner Addresses for Notices.** An Owner shall provide written notice to the Association if they wish to receive notices by United States mail only; otherwise, any notices given by the Association may be sent at the option of the Association by either (1) United States Mail (postage prepaid), or (2) e-mail. Notices include, but are not limited to, any notice required to be given by law, or otherwise given by the Association under these Bylaws or any other governing document of the Association to any Owner, or any other written instrument to be given to any Owner. Notices may be mailed or e-mailed to such Owner mailing address or e-mail address of the Lot as shown upon the Association's records. The Owner is responsible for updating the Association records if their contact information changes. If more than one Owner owns a particular Lot, then any notice or other written instrument may be addressed to all of such Owners and may be mailed or e-mailed in one mailing or e-mail message in accordance with the foregoing. Any notice or other written instrument given by the Board in accordance with the foregoing will be deemed to have been given on the date that it is mailed or e-mailed.

**Section 3.18 - Rules at Meeting.** The Board may prescribe reasonable rules for the conduct of all

meetings of the Board and Owners. In the absence of such rules, Robert's Rules of Order shall be used.

## **ARTICLE 4 OFFICERS**

**Section 4.1 - Designation.** The principal officers of the Association shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Board. The Board may appoint an assistant Treasurer, an assistant Secretary and other officers as it finds necessary. The President, but no other officers, needs to be a Board member. Any two offices may be held by the same person, except the offices of President and Secretary. An officer need not be an Owner of the Association.

**Section 4.2 - Election of Officers.** The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board. They shall hold office at the pleasure of the Board.

**Section 4.3 - Removal of Officers.** Upon the affirmative vote of a majority of the Board members, any officer may be removed, either with or without cause. A successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for that purpose.

**Section 4.4 - President.** The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Owners and the Board. The President shall have all of the general powers and duties which are incident to the office of President of a nonprofit corporation organized under the laws of the State of Colorado, including but not limited to, the power to appoint committees from among the Owners from time to time as the President may decide is appropriate to assist in the conduct of the affairs of the Association. The President may fulfill the role of Treasurer in the absence of the Treasurer. The President may cause to be prepared and may execute amendments, attested by the Secretary, to the Declaration and these Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

**Section 4.5 – Vice President.** The Vice President may exercise and perform the actions, powers, duties and functions of the President should the President be unavailable to undertake such the actions, powers, duties and functions.

**Section 4.6 - Secretary.** The Secretary shall keep the minutes of all meetings of the Owners and the Board. The Secretary shall have charge of the Association's books and papers as the Board may direct and shall perform all the duties incident to the office of Secretary of a nonprofit corporation organized under the laws of the State of Colorado. The Secretary may cause to be prepared and may attest to execution by the President of amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

**Section 4.7 - Treasurer.** The Treasurer shall be responsible for Association funds and securities, for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. This officer shall be responsible for the deposit of all monies and other valuable effects in depositories designated by the Board and shall perform all the duties incident to the office of Treasurer of a nonprofit corporation organized under the laws of the State of Colorado. The Treasurer may endorse on behalf of the Association, for collection only, checks, notes and other obligations and shall deposit the same and all monies in the name of and to the credit of the Association in banks designated by the Board. Reserve funds of the Association shall be deposited in segregated accounts or in prudent investments, as the Board decides. Funds may be withdrawn from these reserves for the purposes for which they were deposited, by check or order, authorized by the Treasurer, and executed by two Board members, one of whom may be the Treasurer if the Treasurer is also a Board member.

**Section 4.8 - Agreements, Contracts, Deeds, Checks, etc.** Except as provided in these Bylaws, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any officer of the Association or by any other person or persons designated by the Board.

**Section 4.9 - Statements of Unpaid Assessments.** The Treasurer, assistant treasurer, a manager employed by the Association, if any, or, in their absence, any officer having access to the books and records of the Association may prepare, certify, and execute statements of unpaid assessments, in accordance with Section 316 of the Act. The Association may charge a reasonable fee for preparing statements of unpaid assessments. The amount of this fee and the time of payment shall be established by resolution of the Board. Any unpaid fees may be assessed as a Common Expense against the Lot for which the certificate or statement is furnished.

## **ARTICLE 5 ENFORCEMENT**

**Section 5.1 - Abatement and Enjoinment of Violations by Owners.** The Board shall have the right to enforce the Declaration, any Rules, and any Governance Policies adopted by the Board and remedy violations thereof in the manner prescribed in the Declaration, any Rules, and any Governance Policies, including the right to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

**Section 5.2 - Fines for Violation.** By resolution, following notice and hearing, the Board may levy reasonable fines per day for each day that a violation of the Governing Documents or Rules persists after Notice and Hearing and more specifically defined in the Declaration, but this amount shall not exceed that amount necessary to insure compliance with the rule or order of the Board.

## **ARTICLE 6 INDEMNIFICATION**

The Board members and officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in the Corporation Act, the provisions of which are incorporated by reference and made a part of this document.

## **ARTICLE 7 RECORDS**

**Section 7.1 - Records and Audits.** The Association shall maintain financial records consistent with the Governance Policies of the Association. The cost of any audit shall be a Common Expense unless otherwise provided in the Governing Documents.

**Section 7.2 - Examination.** All records maintained by the Association or the Manager shall be available for examination and copying by any Owner, any Eligible First Mortgagee, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

## **ARTICLE 8 MISCELLANEOUS**

**Section 8.1 - Notices.** Any and all notices to the Association or the Board shall be sent to the office of the Manager, or, if there is no Manager, to the office of the Association, or to such other address as the

Board may designate by written notice to all Association Owners, which may be a mailing address or e-mail address. Except as otherwise provided, all notices to any Owners shall be sent to the Association Owner's mailing address or e-mail address (as determined by the Association) as it appears in the records of and as provided by the Owner to the Association. All notices shall be deemed to have been given when mailed, except notices of change of address, which shall be deemed to have been given when received. An Owner has an affirmative duty to notify the Association, through its Manager, of their mailing address, phone number, cell number, fax number and email address and any changes to such information as such changes occur from time to time.

**Section 8.2 - Fiscal Year.** The Board shall establish the fiscal year of the Association, which shall initially be deemed to commence on January 1 and expire on December 31, unless and until changed by the Board.

**Section 8.3 - Waiver.** No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**Section 8.4 - Office.** The principal office of the Association shall be at such place as the Board may from time to time designate.

**Section 8.5 - Working Capital.** A working capital fund is established pursuant to the Declaration. Any amounts paid into this fund shall not be considered as advance payment of assessments. Unless waived by Declarant, each Lot's share of the working capital fund may be collected and then contributed to the Association by the Declarant at the time the sale of the Lot is closed or at the termination of the Period of Declarant Control. If the payment of the capital fund contribution is waived by Declarant, Declarant is not obliged to otherwise fund the waived contribution to the working capital fund. Until paid to the Association, the contribution to the working capital shall be considered an unpaid Common Expense Assessment.

**Section 8.6 - Reserves.** As a part of the adoption of the regular budget the Board shall include an amount which, in its reasonable business judgment, will establish and maintain an adequate reserve fund for the replacement of improvements to the Common Areas and those Limited Common Areas that it is obligated to maintain, based upon age, remaining life and quantity and replacement cost of major Common Area improvements.

## **ARTICLE 9 AMENDMENTS TO BYLAWS**

**Section 9.1 - Vote of Board.** The Bylaws may be amended by affirmative vote of both Board Members, following notice and opportunity to comment to all Owners, at any meeting duly called for such purpose.

**Section 9.2 - Restrictions on Amendments.** No amendment of the Bylaws shall be contrary to or inconsistent with any provision of the Declaration.

### **APPROVAL AND EXECUTION**

The foregoing Bylaws are hereby adopted by the Association as of the Effective Date.

Ridgsix Townhomes Owners Association, Inc.,  
a Colorado Nonprofit Corporation



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

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

August 5, 2022

Matt McIsaac  
PO Box 942  
Ridgway, CO 81432  
*Sent via E-Mail: matthewmcisaac@gmail.com*

**RE: RidgSix Subdivision Preliminary Plat & PUD – Planning and Engineering  
Review Comments**

Mr. McIsaac:

The Town has completed the 6<sup>th</sup> review of the documents that were last submitted on June 28, 2022, for the Preliminary Plat and PUD for the RidgSix Subdivision within the Town of Ridgway. This letter identifies only the outstanding items that are needed to be made to the application materials in order for this project to be presented to the Ridgway Town Council. If a previous review comment has been addressed, it has been removed from this letter. All comments shall be resolved through the submission of necessary information, reviewed by staff, and determined to be acceptable prior to the application being presented to the Town Council for their consideration pursuant to the Planning Commission conditions of approval.

**PLANNING COMMENTS:**

1. Comment #2 in CPS review letter dated May 6, 2022, has not been addressed with the May 26<sup>th</sup> resubmission. Please add table of contents to Sheet 1 of the Preliminary Plat to include all sheets that will be included in the Planned Unit Development package.

*Applicant Response: Added to PP notes as requested.*

*Aug 4<sup>th</sup> Staff Comment: Mostly addressed, but needs some minor edits. The Table of Contents should only include documents in the plan set and also page numbers or titles. Please update accordingly.*

2. Comment #5 in CPS review letter dated May 6, 2022, has not addressed with May 26<sup>th</sup> resubmission related to the conflict between the 10' easement and the 9' setback on the south side of Lots 2-7. Please correct the conflict between the setback distance and the easement distance by shifting the full 20' wide easement to the south. Show this shift on the plan set and include in the next submission for review.

*Applicant Response: Please see revised plat.*

*Aug 4<sup>th</sup> Staff Comment: The setback was amended to be the same distance as the easement - 10'. However, this 10' appears to conflict with the southeast corner of the building support which appears to encroach into the setback and easement. Please confirm, in writing and with an exhibit map, demonstrating that this is not an encroachment.*

3. Amend note 8 on sheet 1 of the preliminary plat by replacing the “,” with a “.” After “...storm system”.

*Applicant Response: Changed*

*Aug 4<sup>th</sup> Staff Comment: Comment adequately addressed.*

4. Add a Plat Note to sheet 1 of the preliminary plat stating, “The Developer shall design the roof to retain snow. Such design shall be reviewed in conjunction with the building permit.”

*Applicant Response: Added*

*Aug 4<sup>th</sup> Staff Comment: Comment adequately addressed.*

5. Add a Plat Note to sheet 1 of the preliminary plat stating, “All existing gravel shall be removed from the property prior to a building permit being issued in accordance with the approved stormwater calculations.”

*Applicant Response: Added*

*Aug 4<sup>th</sup> Staff Comment: Comment adequately addressed.*

6. Address redlines attached as appropriate.

*Applicant Response: N/A*

*Aug 4<sup>th</sup> Staff Comment: While most comments have been adequately addressed, there are a few redlines which need to be addressed. Please see attached redlines for needed changes.*

*New Comments:*

7. Staff will have to complete one final comprehensive review of all the final application materials to ensure all grammatical, technical, and procedural non-material amendments are made to all plan sets and application materials following Town Council approval and prior to the Preliminary Plat and PUD being executed by the Town.
8. Amend Plat Note 6 to reflect the Planning Commission’s recommended condition limiting development on Lot 1 to be one single-family dwelling and one Accessory Dwelling Unit (ADU).

**ENGINEERING COMMENTS:**

9. A number of the sheets in the civil plans still list points with the same northing and eastings especially along Charles St. (*See Sht. C4.0 for an example*). Please review and correct these points on all applicable plan sets and update with the resubmitted set.

*Applicant Response: Points have been updated*

*Aug 4<sup>th</sup> Staff Comment: Corrected*

10. We did not find a detail for insulation separate from encasement. Please add a detail or add a note to Sheet C0.1 of the civil plan set stating, “Insulation of utility lines shall be provided as required in the town standards.”

*Applicant Response: Note #4 under WATER has been revised to include this language. Detail 1/C6.1 shows insulation. Notes have been on multiple sheets with the insulation requirement referring to Town standards*

*Aug 4<sup>th</sup> Staff Comment: Added*

11. The developer's team has not exposed the existing utilities so there are just general notes about potential conflicts. There are potential conflicts between the proposed location of sewer service lines and the town's water main in Charles St. Once the existing utility lines are exposed, please provide updated elevations for the sewer service lines where they cross the water main for the town to review and approve.

*Applicant Response: This shall be addressed before building permit is issued when horizontals begin.*

*Aug 4<sup>th</sup> Staff Comment: This needs to be done before construction of the buildings begin. The taps need to be installed before the sidewalk and before building permits are issued.*

12. Please add the fire taps and service lines to the utility plans.

*Applicant Response: Per Mike Gill, no additional taps re required per our code usage.*

*Aug 4<sup>th</sup> Staff Comment: Mike Gill has no recollection of this discussion. Comment is not adequately addressed.*

13. Provide the basis for selecting a 2" fire tap for each unit.

*Applicant Response: Conversation with Mike Gill.*

*Aug 4<sup>th</sup> Staff Comment: Mike said these need to be sized by a mechanical engineer or fire protection specialist. Please furnish those calculations and add the fire taps to the utility drawings.*

14. Ensure that the S2C stormwater design integrates with the 6 plex design. They use different datum, but they need to work together. Once the first of the improvements are constructed, the other will have to adjust to work with it.

*Applicant Response: This has been coordinated carefully for months. This is what the note on multiple sheets refers to with the datum elevations.*

*Aug 4<sup>th</sup> Staff Comment: OK.*

15. Before ordering the inlet box for Charles, please ensure that the 3 x 6 box proposed will work with all pipes into and out of the box taking into account the angle of entry as well as the size and spacing of the pipes.

*Applicant Response: The inlet box is sized accordingly with ample space between pipes, considering angles of entry. There is approximately 1 foot of clearance between pipes and a minimum of three inches of interior side clearance from box walls to pipe walls.*

*Aug 4<sup>th</sup> Staff Comment: OK.*

16. Please add dimensions to the water retention area that will ensure it is constructed to the shape, location, and dimensions on the plans.

*Applicant Response: Detail 1/C6.3 has been added with dimensions of the retention area.*

*Aug 4<sup>th</sup> Staff Comment: Should this be 1/C6.2?*

17. Pg 16 of the storm report says the water quality capture volume is 171.8 cf. Please confirm the proposed detention area is designed for at least that volume.

*Applicant Response: Page 16 of the hydrology report shows the volume calculation for the bio-retention (WQCV) area.*

*Aug 4<sup>th</sup> Staff Comment: They have 150cf above ground. They require 172cf. Need another 22cf above ground. Void space does not count towards WQCV.*

18. Please confirm that the swale on the south side of the 6 plex lots is entirely contained and can be maintained with the 10 ft easement shown on the plat or increase the easement to accommodate it.

*Applicant Response: The swale along the south edge of the buildings is well within the southern property boundary and easement. See the grading of the ditch on sheet C7.0.*

*Aug 4<sup>th</sup> Staff Comment: Updated to fit.*

19. Confirm that there is sufficient work area around the retention pond that it can be maintained and serviced without trespass on private or public property.

*Applicant Response: There is ample space to walk around the retention area safely. The retention area can be maintained from within it. It does not need to be maintained from adjacent areas.*

*Aug 4<sup>th</sup> Staff Comment: Staff will review and confirm whether or not this comment was adequately addressed prior to the Preliminary Plat and PUD being executed by the Town.*

20. We are still unable to confirm the areas of the various imperviousness and disagree that the graveled areas assigned imperviousness. After discussing this with the Town, they will allow the stamped plans to be the certification of those calculations.

*Applicant Response: Unclear what is not correct, but as a course of being conservative in our hydrology design, we used 98% impervious for the graveled areas, whereas 89% is often used.*

*Aug 4<sup>th</sup> Staff Comment: As noted, we agree to let #81 go.*

21. We also have some concerns with the storm water data and the use of software that in some instances is specific to the Denver metro area rather than localized to Ridgway. The Town is likely going to develop similar spreadsheets for the Ridgway area and once completed the Town will require use of those spreadsheets. Given that those are not yet available, the Town will let this project proceed based on the data presented in the latest storm water report.

*Applicant Response: The spreadsheet used is from the Denver Urban Drainage district, but values used are for Ridgway. We have used Urban Drainages spreadsheets for calculations across Colorado without issue. It is a well-vetted tool.*

*Aug 4<sup>th</sup> Staff Comment: As noted, we agree to let #19 go.*

*Town of Ridgway  
RidgSix Townhomes PP and PUD  
August 5, 2022  
5 of 5*

Please review each comment response carefully and provide written and detailed responses to each. Submit your resubmittal package, including all written responses to the comments in this letter and any updated plans, documents, or other support material(s) necessary to address the comments to the Town at your earliest convenience.

Please reach out to me at [tdlubac@planstrategize.com](mailto:tdlubac@planstrategize.com) or 970-744-0623 with any questions or clarifications needed.

Sincerely,

**COMMUNITY PLANNING STRATEGIES, LLC**

A handwritten signature in blue ink, appearing to read 'TJ Dlubac', is positioned above the typed name.

TJ Dlubac, AICP  
Town of Ridgway  
Contracted Town Planner

Encl: CPS RidgSix Preliminary Plat Redlines

Cc: Preston Neill, *Town of Ridgway Town Manager*  
Joanne Fagan, *Town of Ridgway Town Engineer*



## Notary Public

Town Manager

1 OF 2

[illegible]

Lot #	North	South	East	West
Lot 1	See HR District requirements in Sec. 7-3-6 of RMC, as may be amended from time to time.			
Lot 2	15' (Front)	9' (Rear)	0' (Side)	5.5' (Side Alley w/ Easement)
Lot 3	15' (Front)	9' (Rear)	0' (Side) 0' (Side)	
Lot 4	15' (Front)	9' (Rear)	0' (Side) 0' (Side)	
Lot 5	15' (Front)	9' (Rear)	0' (Side) 0' (Side)	
Lot 6	15' (Front)	9' (Rear)	0' (Side) 0' (Side)	
Lot 7	15' (Front)	9' (Rear)	8' (Side street) 0' (Side)	

**BASIS OF BEARINGS:**  
The west line of lots 1 & 2 is assumed to bear N 01°44'00" E and is monumented as shown hereon. All other bearings are relative thereto.

The diagram shows a horizontal line representing a survey line. Above the line is a north arrow pointing upwards, labeled 'N'. The line is divided into four segments by tick marks. The segments are labeled from left to right: 12', 0', 12', and 24'. Below the line is the text 'SCALE IN US SURVEY FEET'. At the bottom of the diagram is the text 'SCALE: 1" = 12' U.S. SURVEY FEET'.

V-2  
2 OF 2

## AGENDA ITEM #3



**To:** The Town of Ridgway Planning Commission  
**Cc:** Preston Neill, *Ridgway Town Manager*  
TJ Dlubac, AICP, CPS, *Contracted Town Planner*  
**From:** Angie Kemp, AICP, *Ridgway Town Planner*  
**Date:** May 16, 2025

**Re: Ordinance 03-2025** Establishing Section 7-7 “**Affordable Housing Regulations**” of The Ridgway Municipal Code and Amending Section 7-9-2 “General Definitions” to Define “**Community Housing**”

Staff Report for May 21st Planning Commission Meeting

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## BACKGROUND

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After much consideration and discussion about affordable housing policies in 2023 and 2024, Town Planning and the Planning Commission have worked to create Community Housing requirements to be adopted in the Ridgway Municipal Code (RMC) under Section 7-7 *Affordable Housing Regulations* as the Town’s version of an Inclusionary Zoning Policy. RMC Section 7-7 and the Guidelines document presented herein take an incremental approach to affordable housing requirements.

“Community Housing” shall mean units restricted for occupancy by eligible households that meet size, for sale price, and/or rental requirements and that are deed restricted in accordance with a covenant approved by the Town Attorney of the Town of Ridgway.

In response to the last Planning Commission work session, feedback received during the public outreach event called *Community Conversation / Topic: Housing*, and feedback received through a direct referral of the documents to various stakeholders and housing entities, the drafts of 7-7 Affordable Housing Regulations and the Community Housing Guidelines were revised and have been attached to this report. This report is intended to give an overview of those documents and how they work in tandem.

## 7-7 AFFORDABLE HOUSING REGULATIONS

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Section 7-7 of the RMC contains the portions that will be codified and cited as “Affordable Housing Regulations”. This code section contains subsections establishing the purpose, interpretation, and which reference the Community Housing Guidelines and discuss how it works alongside the RMC. Additionally, 7-7 discusses applicability, explaining the scale and type of development that triggers the need for compliance. In this case, we determined that market-rate residential development of a certain scale triggers the requirement to provide Community Housing.



The section does not present a specific income requirement and instead references the Guidelines document to provide this information. The Guidelines get updated annually so this allows the Town to be nimble in targeting the Area Median Income percentage of income ranges that need to be prioritized, especially as we learn what those are through the 2025 Housing Needs Assessment process.

The code also covers the general requirements and explains that a deed restriction is required, fair marketing if the unit is required, and there are location requirements to try to make sure Community Housing is provided in an equitable way, so that the quality and location is comparable to the market-rate units. More detail is provided in the Guidelines document.

Additionally, the code section emphasizes the need for a project-specific Community Housing Plan to be submitted by the applicant. There are several methods for achieving compliance discussed, and the applicant will need to represent how they plan to comply with the Community Housing Plan. This will be an important document for tracking compliance as projects get approved, built, and occupied.

Notably, the production cost method has been identified as the appropriate method for calculating fee in-lieu for Ridgway. It requires the developer to assign a projected cost to the project, and to pay the fee-in lieu that matches with the per-unit project costs. In theory, this method will calculate higher fee amounts for high-end market-rate development while allowing developers to make economical choices to save project cost, potentially making it more desirable to build to modest standards and increasing affordability in that way.

## **COMMUNITY HOUSING GUIDELINES**

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The Community Housing Guidelines document covers the purpose, applicability, and administration of the program. It contains definitions that are specific to Ridgway's affordable housing program and sets the standards for resident eligibility, performance standards, renting, purchasing, and selling Community Housing, and it contains the Town's incentives "toolbox".

The Guidelines document provides details about resident eligibility for Community Housing. Prospective residents or buyers are responsible for providing adequate information to prove they are an eligible household. The requirements we decided to include are as follows:

- The household must contain at least one person employed by a business based in Ouray County and work a minimum of 1,200 hours per calendar year; contain at least one person that was a former employee of a Ouray County Business who worked 1,000 hours per calendar year for the four years immediately prior to their retirement;
- An owner must occupy the affordable housing unit as their primary residence and live in the unit for a minimum of nine (9) out of any twelve (12) month period;
- The household members must not own any other developed residential property; and
- The household must meet applicable household income limits:
  - BUYER INCOME LIMIT: the household income will be 140% or less of the Area Median Income (AMI) for the unit.
  - RENTER INCOME LIMIT: the household income will be 100% or less of the Area Median Income (AMI) for the unit.

We provide more details about the administration of the program under the section titled *Renting, Purchasing, and Selling Community Housing*. This section covers fair marketing of units, purchase price, rental rates, deed restriction and covenant required, right of first refusal, rental, and sale of deed restricted units. To ensure continued affordability this section contains provisions that no short-term rental is allowed, and for-sale units are capped at 3% appreciation. Units also have strict requirements for their initial sales price.

## **DEED RESTRICTION AND COVENANT**

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Standard deed-restriction and covenant language has been developed to work alongside the RMC Section 7-7 and the guidelines document. This is to be used as a template so that various Area Median Income and initial sales price can be added for each unique property. The document should be recorded at the time of development of lots or units of deed-restricted housing. This template is an administrative tool and should be amended at the time the guidelines are amended annually to ensure conformance and consistency.

## **CONCLUSION:**

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The Ordinance, Code update, and Guidelines document represent a step in an incremental approach to an inclusionary housing policy. In the near future, modifications to these regulations and guidelines may become necessary as indicated by our

## **ATTACHMENTS**

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1. *Ordinance 03-2025 Establishing Section 7-7 "Affordable Housing Regulations" of The Ridgway Municipal Code and Amending Section 7-9-2 "General Definitions" to Define "Community Housing"*
2. *Town of Ridgway Community Housing Guidelines*
3. *Town of Ridgway DRAFT Standard Deed Restriction and Covenant*
4. *2025 AMI CHART for Ouray County, Colorado*



**TOWN OF RIDGWAY, COLORADO  
ORDINANCE NO. 03-2025**

**AN ORDINANCE OF THE TOWN OF RIDGWAY, COLORADO  
ESTABLISHING SECTION 7-7 “AFFORDABLE HOUSING REGULATIONS” OF THE  
RIDGWAY MUNICIPAL CODE AND AMENDING SECTION 7-9-2 “GENERAL  
DEFINITIONS” TO DEFINE “COMMUNITY HOUSING”**

**WHEREAS**, the Town of Ridgway, Colorado (“Town”) is a home rule municipality existing pursuant to the laws of the Colorado Constitution, the Colorado Revised Statutes and the Town's Home Rule Charter; and

**WHEREAS**, the zoning and land use powers conferred upon the Town by the State of Colorado as a Home Rule Municipality empower the Town to manage land use to ensure the public health, safety, and welfare; and

**WHEREAS**, the Town currently regulates land uses within the Town limits in accordance with Chapter 7 “Land Use Regulations” of the Ridgway Municipal Code (“RMC”), adopted pursuant to its Home Rule Constitutional authority and the Local Government Land Use Control Enabling Act of 1974, as amended, §§29-20-101, et seq. C.R.S; and

**WHEREAS**, the Town has determined that it is appropriate to establish RMC Section 7-7 “Affordable Housing Regulations” to set standards for applicable new residential development projects to provide “Community Housing”; and

**WHEREAS**, establishment of Affordable Housing Regulations will help advance ***GOAL COM-1: Maintain Ridgway as a community that is accessible to a range of income levels, ages, and households.*** in the Town of Ridgway Master Plan; and

**WHEREAS**, establishment of Affordable Housing Regulations will help advance ***GOAL COM-2: Encourage a diversity of housing options that meet the needs of residents.*** in the Town of Ridgway Master Plan; and

**WHEREAS**, establishment of Affordable Housing Regulations will help advance ***POLICY COM 1.1: Workforce Housing*** in the Town of Ridgway Master Plan; and

**WHEREAS**, establishment of Affordable Housing Regulations will help advance ***POLICY COM 1.2: Private Sector Responsibility*** in the Town of Ridgway Master Plan; and

**WHEREAS**, establishment of Affordable Housing Regulations will help advance ***POLICY COM 1.6: Multi-Generational Housing*** in the Town of Ridgway Master Plan; and

**WHEREAS**, establishment of Affordable Housing Regulations will help advance ***POLICY COM 2.3: Resident-Occupied Housing*** in the Town of Ridgway Master Plan; and

**WHEREAS**, the Town has determined that it is appropriate to amend RMC Section 7-9-2 General Definitions to provide a definition for Community Housing; and

**WHEREAS**, Town staff held multiple Work Sessions with the Ridgway Planning Commission on January 7<sup>th</sup>, 2025, February 14<sup>th</sup>, 2025, and March 14<sup>th</sup>, 2025, and received recommendations from the Planning Commission; and

**WHEREAS**, the Ridgway Town Council finds that this ordinance furthers and is necessary to promote the health, safety and general welfare of the Ridgway community.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO** the following:

**Section 1. Recitals Incorporated.** The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Town Council.

**Section 2. Establishment of Section 7-7.** Section 7-7 of the Ridgway Municipal Code is hereby established to read as set forth in *Exhibit A*.

**Section 3. Amendment of Section 7-9-2 General Definitions:** The definition of “Community Housing” is added within Section 7-9-2 General Definitions to read as follows:

COMMUNITY HOUSING: Units restricted for occupancy by eligible households that meet size, for sale price, and/or rental requirements and that are deed restricted as Community Housing in accordance with a covenant approved by the Town Attorney of the Town of Ridgway.

**Section 4. Codification of Amendments.** The Town Clerk, as the codifier of the Town’s Municipal Code, is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Ridgway Municipal Code. The Town Clerk is authorized to correct, or approve the correction by the codifier, of any typographical error in the enacted regulations, provided that such correction shall not substantively change any provision of the regulations adopted in this Ordinance. Such corrections may include spelling, reference, citation, enumeration, and grammatical errors.

**Section 5. Severability.** If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. The Town Council hereby declares that it would have passed this Ordinance and each provision thereof, even though any one of the provisions might be declared unconstitutional or invalid. As used in this Section, the term “provision” means and includes any part, division, subdivision, section, subsection, sentence, clause or phrase; the term “application” means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the Town.

**Section 6. Effective Date.** This Ordinance shall take effect thirty (30) days after the date of final passage in accordance with Article 3-7 of the Ridgway Charter.

**Section 7. Safety Clause.** The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Ridgway, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

**Section 8. No Existing Violation Affected.** Nothing in this Ordinance shall be construed to release, extinguish, alter, modify, or change in whole or in part any penalty, liability or right or affect any audit, suit, or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes

of action acquired or existing which may have been incurred or obtained under any ordinance or provision hereby repealed or amended by this Ordinance. Any such ordinance or provision thereof so amended, repealed, or superseded by this Ordinance shall be treated and held as remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings and prosecutions, for the enforcement of such penalty, liability, or right, and for the purpose of sustaining any judgment, decree or order which can or may be rendered, entered, or made in such actions, suits or proceedings, or prosecutions imposing, inflicting, or declaring such penalty or liability or enforcing such right, and shall be treated and held as remaining in force for the purpose of sustaining any and all proceedings, actions, hearings, and appeals pending before any court or administrative tribunal.

**Section 9. Publication.** The Town Clerk is ordered to publish this Ordinance in accordance with Article 3-7 of the Ridgway Charter.

**INTRODUCED AND REFERRED TO PUBLIC HEARING** on \_\_\_\_\_, 2025, and setting such public hearing for \_\_\_\_\_, at Ridgway Town Hall, located at 201 N. Railroad Street, Ridgway, Colorado.

BY:

ATTEST:

\_\_\_\_\_  
John Clark, Mayor

\_\_\_\_\_  
Pam Kraft, Town Clerk

**ADOPTED** on \_\_\_\_\_, 2025.

BY:

ATTEST:

\_\_\_\_\_  
John Clark, Mayor

\_\_\_\_\_  
Pam Kraft, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Bo James Nerlin, Town Attorney

**Exhibit A:**

**Section 7-7 “Affordable Housing Regulations”.**



## EXHIBIT A

### *Ridgway Municipal Code*

### **Chapter 7 Section 7 AFFORDABLE HOUSING REGULATIONS**

#### 7-7-1 - GENERAL PROVISIONS.

##### (A) Purpose.

- (1) These Regulations shall be known and may be cited as the Town's "Affordable Housing Regulations"
- (2) These Regulations shall apply within the limits of the Town.
- (3) The purposes of these Regulations are to:
  - (a) Promote the construction of housing that is affordable to the community's workforce and full-time residents;
  - (b) Retain opportunities for people that work in Town to also live in the Town;
  - (c) Maintain a balanced housing portfolio that provides housing for residents at various income levels; and
  - (d) Contribute to the regional supply of affordable housing that is deed-restricted to remain affordable.

##### (B) Interpretation.

- (1) Whenever a provision of these Regulations and any other provision found in another section of the Town Code contains any restrictions or regulations covering the same subject matter, the restriction or regulation which is more restrictive or that imposes a higher standard shall govern.
- (2) These Regulations shall not create any liability on the part of the Town or any officer or employee thereof arising from reliance upon these regulations or any administrative act or failure to act pursuant to these regulations.

##### (C) Community Housing Guidelines.

- (1) Definition: "Community Housing" shall mean units restricted for occupancy by eligible households that meet size, for sale price, and/or rental requirements and that are deed restricted in accordance with a covenant approved by the Town Attorney of the Town of Ridgway.
- (2) The Community Housing Guidelines, "Guidelines" are amended annually to complement this Code section and provide more detailed guidance for



development, rental, and sale of affordable housing. In cases of conflict between the Community Housing Guidelines and this section, this section shall govern.

- (3) The Town Manager or their designee shall publish the Community Housing Guidelines for the development and management of affordable housing including the provision of incentives for qualified projects.

#### 7-7-2- PERFORMANCE STANDARDS.

##### (A) Applicability.

- (1) Any application brought under the Planned Unit Development (PUD) section of this Code is required to provide at least the amount of Affordable Housing units set by Section 7-6 Planned Unit Development (PUD);
- (2) Any property petitioning for annexation is required to enter into an Annexation Agreement which may establish the required number of units of Affordable Housing, including Community Housing;
- (3) Applications for condominium plats of any size, townhome subdivisions, and minor and major subdivision require a restrictive covenant specifying the intended number of units, ten (10) percent of which must be designated as "Community Housing" subject to the standards of this Code; and
- (4) Multi-family residential rental projects including additions and conversions that result in three (3) or more units, are required to provide at least ten (10) percent of the total number of proposed new residential dwelling units as deed-restricted affordable dwelling units for "Community Housing" pursuant to requirements set forth in this section, and subject to the following standards:

(a) Area Median Income (AMI) for Ouray County as defined annually by the Colorado Housing Finance Authority (CHFA) sets maximum prices for sale or rents charged for Community Housing as further specified in Sections 7-7-2 (B) and 7-7-3.

(b) Community Housing units shall be permanently restricted unless a different timeframe is required as a part of a low-income housing tax credit (LIHTC) project or otherwise time restricted by federal or state grant funds subject to approval by the applicable decision-making body.

(c) If the calculation for Community Housing results in a fraction of a dwelling unit, the fraction of the unit shall be provided as a complete affordable unit, or a fee-in-lieu shall be provided per Section 7-7-3(B)(1)(d).





(d) The proportion of required Community Housing units, whether for-sale or for-rental, shall follow the proportion of for-sale and for-rental market rate units, unless otherwise approved by the applicable decision-making body.

(B) General Community Housing Requirements.

- (1) **Income Eligibility Required.** A Community Housing unit created pursuant to this subsection shall be purchased, owned, leased or occupied exclusively by or to an eligible household. All sales, rentals, purchases and leases shall comply with the provisions of this Section.
- (2) **Deed Restriction Required.** No person offering an affordable dwelling unit for rent or sale pursuant to this Section shall fail to lawfully reference in the deed conveying title of any such unit, and record with the Ouray County Clerk and Recorder, a deed restriction in a form approved by the Town Attorney.
- (3) **Fair Marketing of the Unit.** All sellers or owners of affordable dwelling units shall engage in public advertising efforts as further expressed in the Town's Community Housing Guidelines.
- (4) **Location Requirements.** The location of all mandatory Community Housing units shall be provided as outlined in Sec. 7-7-3 and conform to the standards set forth in the Guidelines. The location of Community Housing Units shall be defined in a Community Housing Plan as part of the application.
- (5) **Accessory Dwelling Units (ADU).** ADUs may serve as rental Community Housing for the purpose of compliance with the requirements of this Section and Section 7-4-6(A) of the RMC. Qualifying criteria for Community Housing is outlined in the Town's Community Housing Guidelines.
- (6) **Timeline.** Units built as affordable in the project should receive Certificates of Occupancy (CO) concurrent with free-market units. As such, it is required that Certificates of Occupancy for market-rate units can only be granted at 10% more than those Certificates of Occupancy for Community Housing units until 100% of Community Housing Units receive Certificates of Occupancy. For example:

<b>Number of Certificates of Occupancy granted for Affordable Housing units</b>	<b>Maximum number of Certificates of Occupancy allowed to be granted for market-rate units</b>
1-9 units	Same amount as Affordable Units
10-19	Same amount plus one +1

Sec. 7-7-3. COMPLIANCE METHODS



(A) Community Housing Plan.

- (1) Community Housing Plan. An applicant for any new development that has a residential component within the Town shall submit a Community Housing Plan or a letter of exemption to the Town for approval.
- (2) The Community Housing Plan shall be submitted to and approved by the applicable decision-making body prior to, or concurrent with, an application to the Town for the market-rate portion of the development plan. The decision-making body responsible for furnishing a decision shall certify its approval, approval with conditions, or denial of the Community Housing Plan. Such a decision shall be based on compliance with the provisions of this Section and the Community Housing Guidelines.
- (3) Any amendment to the Community Housing Plan shall require the approval of the applicable decision-making body.

(B) Methods to Achieve Compliance. For applicable projects, one or more of the following methods must be followed to achieve compliance with the Affordable Housing Regulations of the Town of Ridgway:

- (1) Provide all required Community Housing units on-site.
- (2) At the discretion of the Town Council, an applicant may seek an alternative to providing the required percentage of Community Housing by any of the following methods:
  - (a) Providing the Required Housing Off-Site. It is intended that Community Housing be provided on the same site as the development that triggered the requirement for the units to be developed. Alternative off-site locations within the Town may be allowed if one or more of the following conditions exist:
    - (i) If incompatible uses cannot feasibly be buffered from the Community Housing units.
    - (ii) The number of Community Housing units to be built off-site are at least 15% of the total development.
    - (iii) The units to be built off site clearly exceed amenities offered for other developments and/or offer energy efficiency and utility savings for residents beyond what is standard.



(iv) The off-site location of units is more convenient to transit, employment centers, or other area amenities, and in closer proximity to other primary residences such that a sense of neighborhood is fostered.

(b) **Dedicating Land Within the Project.** Provided it is large enough and located appropriately to accommodate at least the minimum number of required Community Housing units, land within a project may be dedicated to the Town or a qualified non-profit housing developer for the required development of such units, as approved by the Town. The units to be built within the dedicated land shall be comparable to the market rate housing units in exterior finish and design to blend into the overall project. Each lot shall have sufficient area devoid of environmental or other constraints to meet applicable dimensional standards and allow construction of the required development of such units. All public infrastructure improvements to support development of the required units shall be in place prior to conveyance, or sufficient security in accordance with the Ridgway Municipal Code Section 7-5-3(B)(2)(d) shall be provided, if deemed appropriate. Dedication of the lots shall occur at the same time as plat or other applicable recordation of the development.

(c) **Lots In Lieu.** In lieu of the provision of the minimum number of required housing units and at the discretion of the Town Council, the developer may dedicate an equal number of lots to the Town. The lots may be off site but within the municipal boundaries of the Town provided that the conditions stipulated in 7-7-2(B)(4) Location, are satisfied and there are no covenants or other restrictions placed on the lots that would limit their appropriateness for Community Housing.

(d) **In-Lieu Fee.** Paying a fee in lieu of construction or land dedication as an alternative is available if the calculation for Community Housing results in a fraction of a dwelling unit above a whole number. For rental units only, providing fewer units, but which are affordable to households earning eighty (80) percent or less of the AMI for Ouray County is an option. For the purposes of this option, an affordable rental unit at eighty (80) percent AMI or less shall equal one and one-quarter (1.25) unit of Community Housing.

(i) When an in-lieu fee is being paid to meet a fractional unit requirement, the entire fee shall be paid prior to the first building permit being issued for the development at the time of the complete building



permit submittal as described in the Town's fee schedule, established, adopted and amended by Town Council from time to time; and

(ii) The fee shall be based upon the cost to develop the market-rate units in the same development within Ridgway. The method for calculating fee in-lieu for Ridgway requires the developer to assign a projected cost to the project, and to pay the fee-in lieu that matches with the per-unit project costs. Town will review the computation of costs associated with the project to confirm this amount is accurate.

**Town of Ridgway**  
**Community Housing Guidelines**

May 16th, 2025

Adoption  
[Insert Ordinance]

Amendments  
[TBD]

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## Purpose:

The purpose of The Town of Ridgway Community Housing Guidelines “Guidelines” is to complement the Ridgway Municipal Code (RMC) Section 7-7 AFFORDABLE HOUSING “Affordable Housing Regulations” and increase the supply of housing that is affordable to those who live and work in the area, to assist in mitigating high housing costs, support mixed-income development, improve the attraction and retention of employees, reduce traffic congestion from commuters, increase community stability by keeping owner-occupancy rates high, to keep vacancy rates reasonable, and to create housing opportunities for renters and owners avoid becoming cost burdened (spending 30% or more of their income on housing costs). This document also provides a predictable regulatory environment and clear path to the development of Community Housing units.

Affordable deed-restricted units are assets the Town can offer to its residents far into the future. These Guidelines and Section 7-7 AFFORDABLE HOUSING reflect the goals offered in the 2019 Ridgway Master Plan relating to housing: GOAL COM-1: *Maintain Ridgway as a community that is accessible to a range of income levels, ages, and households.* GOAL COM-2: *Encourage a diversity of housing options that meet the needs of residents.* The Town has been dedicated to pursuing multiple means of increasing the supply of affordable housing in the community and remains a steadfast partner to the development community to meet the market demands.

To remain dynamic and responsive to community needs, these Guidelines will be updated annually. The *CHFA Area Median Income Chart* with income limits and rental prices will be updated annually (attached).

## Applicability:

These Guidelines are intended to complement Section 7-7 AFFORDABLE HOUSING of Ridgway Municipal Code (RMC). Where conflicts exist, the Town Code prevails, followed by these Guidelines. Deed restrictions or plat notes on specific properties may supersede these Guidelines.

Sale or rental of a housing unit subject to the Guidelines will be administered in accordance with the Guidelines in effect at the time of sale or rental.

- a) Owners and tenants are subject to the Guidelines that are in effect as amended over the course of their ownership or lease term.
- b) At the sale or transfer of interest of Community Housing unit, the new owner is required to record the Town’s current form of Deed Restriction Covenant.
- c) Owners of appreciation capped units are required to record the Town’s current form of Deed Restriction.
- d) The Town requires the execution and recording of a new Acknowledgement of Deed Restriction with updated terms at the time of any sale or the transfer of the interest of for all Community Housing Units.



## Administration of the Program:

The Town of Ridgway Town Manager or their designee can monitor, track, and create reports on the various aspects of the Community Housing Program. With each applicable development proposed, the decision-making body will be responsible for reviewing the associated Community Housing Plan, and decide to approve, deny, or approve with conditions, the various aspects of the plan. Alignment with Master Plan goals and community initiatives will be considered in the review process of each development application.

## Definitions:

When used in *The Community Housing Guidelines* the following words and phrases shall have the specific meaning as defined in this section:

"Affordable Housing" A dwelling unit that is restricted in perpetuity to occupancy by households meeting the income limitations and occupancy standards as established from time to time by the Town. Occupancy standards include requirements for primary residency and local employment or retirement from local employment.

"AMI" shall mean the median annual income for Ouray County, as adjusted for household size, that is calculated and published annually by the Department of Housing and Urban Development (HUD) or Colorado Housing and Finance Authority (CHFA).

"Community Housing" shall mean units restricted for occupancy by eligible households that meet size, for sale price, and/or rental requirements and that are deed restricted in accordance with a covenant approved by the Town Attorney of the Town of Ridgway.

"Deed restriction" shall mean an enduring covenant placed on units that identifies the conditions of ownership and occupancy of the units to eligible households and may control the prices of for-sale units, initially and/or upon resale.

"Gross income" shall mean the total income of a household derived from employment, business, trust or other income producing assets include wages, alimony and child support, distributions and before deductions for expenses, depreciation, taxes and similar allowances.

"Household" shall mean one or more persons who intend to live together, on a property as a single housekeeping unit.

"Housing Agency" shall mean Town of Ridgway, or any comparable governmental agency selected by the Town of Ridgway, Colorado responsible for the administration of Community Housing.

"HUD" shall mean the U.S. Department of Housing and Urban Development.

"Inclusionary zoning" shall mean the mandatory provision of Inclusionary Zoning units, Community Housing units, or financial contribution to the housing fund, as a requirement for development approval.

"Income limits" shall mean the income amounts on which the eligibility of households is based expressed as percentages of the AMI and in absolute dollar amounts, updated annually and contained in the Community Housing Guidelines.

"Infrastructure" shall mean water, sewer, natural gas, electric, cable television and any other utility installations; as well as streets, curb and gutters; storm drainage systems.

"Interim covenant" shall mean a covenant placed on lots or parcels that conveys the conditions of the deed restrictions that will be filed upon Community Housing units built on the lots or parcels.

"Market-rate units" shall mean residential units upon which there are no restrictions on the occupancy, price or resale.

## Non-Discrimination and Reasonable Accommodation:

The Town of Ridgway does not discriminate against anyone due to race, color, creed, religion, ancestry, national origin, sex, age, marital status, disability, affectional or sexual orientation, family responsibility or political affiliation resulting in the unequal treatment or separation of any person, nor shall they deny, prevent, limit, or otherwise adversely affect the benefit of enjoyment by any person of employment, ownership, occupancy of real property or public service or accommodations. The Town provides reasonable accommodation and encourages all applicants and interested parties to reach out to the Town to initiate a discussion to ensure that the Town's housing programs are inclusive and responsive to the community's needs.

## Eligible Households

Eligible household applicants for rental or for-sale Community Housing must:

- a) Contain at least one person employed by a business based in Ouray County and work a minimum of 1,200 hours per calendar year; contain at least one person that was a former employee of a Ouray County Business who worked 1,000 hours per calendar year for the four years immediately prior to their retirement;
- b) occupy the affordable housing unit as their primary residence;
- c) live in the unit for a minimum of nine (9) out of any twelve (12) month period;
- d) not own developed residential property;
- e) meet applicable household income limits as listed below:
  - a. BUYER INCOME LIMIT: At the time of purchase, including the original property transfer and all subsequent resales and transfers of property, the household income will be 140% or less of the Area Median Income (AMI) for the unit, as determined by the United States Department of Housing and Urban Development (HUD) and represented by Colorado Housing and Finance Authority (CHFA) in their *Area Median Income Chart*, as adjusted annually. Proof of this must be presented to the Town in advance of any transfer of a restricted unit. Proof shall include written documentation, such as income tax returns, verifying annual income for the prior year. HUD income limits are derived from the most recent data provided by HUD regarding AMI for Ouray County, CHFA.
  - b. RENTER INCOME LIMIT: At the time of application, the household income will be 100% or less of the Area Median Income (AMI) for the unit, as determined by the United States Department of Housing and Urban Development (HUD) and represented by Colorado

Housing and Finance Authority (CHFA) in their *Area Median Income Chart*, as adjusted annually. Proof of this must be presented to the Town in advance of any rental of a restricted unit. Proof shall include written documentation, such as income tax returns, verifying annual income for the prior year. HUD income limits are derived from the most recent data provided by HUD regarding AMI for Ouray County;

Applicants for Community Housing must submit applications and documents that are required to verify employment and work history, income, assets, household size, and such other information as deemed necessary to qualify as a buyer or tenant. Approval must be obtained prior to signing a lease, occupying a unit, or submitting purchasing a Community Housing unit.

## Performance Standards:

To ensure that the affordable units are integrated with market-rate units in new, mixed-income developments, developers should achieve a comparable outward appearance across units, making it difficult for passers-by to differentiate between affordable and market-rate homes. In addition to requirements regarding external appearance, new affordable homes should be comparable to market-rate homes in other respects, including but not limited to:

- Unit size (square feet)
- Number of bedrooms provided
- Storage
- Accessibility
- Energy Efficiency
- Tenure – i.e., whether units are for sale or rentals
- Amenities provided (balconies, garages, etc.)

## Renting, Purchasing, and Selling Community Housing:

### Fair Marketing of the Unit Required

All sellers or owners of affordable dwelling units shall engage in public advertising efforts each time an affordable dwelling unit is rented or sold such that members of the public who are qualified to rent or purchase such units have a fair chance to become informed of the availability of such units.

### Purchase Price

- a) An appreciation cap of no more than 3% per year shall be required as part of the deed restriction.
- b) The original sale price must be established within the deed restriction, with no more than 10% profit for the developer.
- c) Rental: No short-term rentals shall be permitted for the restricted units. Provisions regarding long-term rental will be defined in the Deed Restriction.
- d) Units shall be priced at an affordable rate, not costing more than thirty percent (30%) of household income, to a household with earnings of 140% or less of the Area Median Income (AMI), as determined by the United States Department of Housing and Urban Development (HUD) and represented by Colorado Housing and Finance Authority (CHFA) in their *Area Median*

*Income Chart*, as adjusted annually. Proof of this must be presented to the Town in advance of any transfer of a restricted unit.

## Rental Rates

- a) The unit shall be rented at an affordable rate, not costing more than thirty percent (30%) of household income, to a household with earnings of 100% or less of the Area Median Income (AMI) for the unit, as determined by the United States Department of Housing and Urban Development (HUD) and represented by Colorado Housing and Finance Authority (CHFA) in their *Area Median Income Chart*, as adjusted annually. Proof of this must be presented to the Town in advance of any rental of a restricted unit.
- b) No short-term rentals shall be permitted for the restricted units. Subletting provisions shall be established in the Covenant, should subletting be an acceptable use.

## Sale of Deed Restricted Unit:

Buyers and sellers of affordable housing units are advised to consult legal counsel regarding examination of all contracts, agreements, and title documents. The retention of any professional services shall be at the buyer's or seller's own expense. Buyers of affordable housing units are required to sign an Acknowledgment of Deed Restriction and cause it to be recorded at closing. If an Acknowledgment of Deed Restriction is not signed and recorded at closing, the sale is void.

## Deed Restriction Required:

Property Owner shall restrict the ownership, use and occupancy of the "Community Housing" to the terms, conditions, restrictions and requirements provided for in this Section, which shall be written to run in perpetuity, not expire, and survive any foreclosure of the Deed Restricted Units, unless the restrictions are otherwise released or modified with the written consent of the Town.

Any instrument of conveyance concerning a Deed Restricted Unit shall clearly indicate that the Unit is deed restricted and contain a reference to these restrictions in a form approved by the Town. The Town will be granted and conveyed the right to enforce compliance with the restrictions that are applicable to the Deed Restricted Unit. The Deed Restricted Unit shall be owned and occupied by qualified person, as defined herein.

## Right of First Refusal Required:

Owner(s) shall enter into an agreement with the Town of Ridgway authorizing their Right of First Refusal for developments containing deed-restricted units as allowed by HB24-1175 and HB23-1190

## Rental of Deed Restricted Unit(s):

### OWNERS:

Owners of for-rent or rental units defined as Community Housing units have a responsibility to manage compliance of these regulations and ensure the Town of Ridgway is informed of changes with occupants, occupancy, or rates. In an annual statement, the owner shall respond to basic questions about their tenants to confirm they are still qualified tenants. The owner shall follow the Federal Fair Housing Act in all actions. No short-term rentals shall be permitted for the restricted units.

## RENTERS:

Applicants who do not meet the current qualification requirements may apply to the Town Planning Commission for a waiver from the strict application of any one or more of the provisions. A waiver from the strict application of the provisions may be granted at the discretion of the Planning Commission and may only be granted if the applicant can establish that the following criteria are substantially met:

- (i) there are practical difficulties or unnecessary hardships caused to the individual unit owner/renter if these provisions are strictly applied. Any such practical difficulty and/or unnecessary hardship must be of such a nature as to create an individually differentiated situation from all other owners of units burdened by these regulations; and
- (ii) the spirit of the provisions will be observed, the public health safety and welfare secured, and substantial justice done by granting the waiver. The burden shall be on the applicant to establish by a preponderance of the evidence that these criteria have been met.

## Incentives Toolbox for Community Housing Developments:

The purpose of this Section is to increase the supply of income-restricted housing in the town by offering development incentives to applicants that include income-restricted housing in their developments and exceed the requirements of RMC 7-7.

If the requirements in Section 7-7 are exceeded, the applicant may choose to apply for one or more of the following incentives to be applied to the proposed development. The applicant is responsible for applying for incentives at the time of submittal. The Town of Ridgway reserves the right to request additional information. The application will result in a decision by the appropriate decision-making body, which reviewed for decision the application in its entirety based on Sec. 7-7-3 of the RMC.

### Increased Development Potential

Developments that contain deed-restricted affordable housing units beyond what is required by Section 7-7 of the Ridgway Municipal Code may be eligible at the Town Council's discretion for the following:

- (a) A reduction in parking requirements as considered and appropriate for the use and context.
- (b) A “density bonus” associated with the amount of allowable lot coverage.

### Town of Ridgway Fee Deferment

Developments that contain deed-restricted affordable housing units beyond what is required by Section 7-7 of the Ridgway Municipal Code may be eligible at the Town Council's discretion for the following:

- (a) Tap fee deferment, reduction, or waiver;
- (b) Plan review fee deferment, reduction, or waiver; and/or
- (c) Application fee deferment, reduction, or waiver.

## Landscaping Regulation Flexibility

Developments that contain deed-restricted affordable housing units beyond what is required by Section 7-7 of the Ridgway Municipal Code may be eligible at the Town Council's discretion for the following:

- (a) Minimum Landscaping requirement deferment, reduction, or waiver.

## Expedited Processing

Expedited processing means applications may receive a priority over other applications that are being reviewed by staff, the Planning Commission, or the Town Council. At each phase of its review, the application shall be placed on the first scheduled Commission or Town Council agenda for which it can be properly noticed.

1. Projects exceeding the requirement of the amount of Community Housing units provided, shall be subject to an expedited review process which calls for a final decision within [120] days of receipt of a complete application. The applicant is responsible for applying for expedited review at the time of submittal. The Town reserves the right to request additional information, the submittal of which may delay the process.
2. Notwithstanding subsection 1 above, if the project has received funding through Colorado Proposition 123 and more than one-half of the dwelling units included in the project meet the requirements for affordability in proposition 123, the application shall be reviewed and a decision to approve, approve with conditions, or deny the application shall be made within [90] days of receipt of a complete application herein referred to as a "fast-track approval process." The applicant is responsible for applying for "fast track" review at the time of submittal. The Town reserves the right to request additional information, the submittal of which may delay the process.
3. The Town of Ridgway's expedited review process may include a one-time extension request from the developer for up to 90-calendar days. The request may allow time for a developer to comply with a state law or court order, or to address comments from an agency that has approval authority over the project. It is meant to avoid a "rush" mentality that may penalize a developer by leading to a decision of denial rather than working towards approval. The Town can implement one or more 30-calendar day extension(s) to work with a developer on addressing comments on the application.

***Attached:***

**AMI CHART FOR OURAY COUNTY (2025)**





**2025 Income Limit and Maximum Rent Tables  
for All Colorado Counties**

HUD Effective Date: April 1, 2025

20% to 120% of Area Median Income (AMI) [20% to 160% AMI for rural resort counties]

- The IRS allows Housing Tax Credit projects that placed in service as of 12.31.2008 to use higher HERA Special limits.
- All Housing Tax Credit and CHFA Loan projects are "held harmless" from limit decreases. To be "held harmless," a project must be in service before 05.16.2025.
- Housing Tax Credit and CHFA Multifamily Loan projects whose counties experienced a decrease in 2025 limits and that place in service before 05.16.2025 may continue to apply the same limits used in 2024.

County	HERA	AMI	2025 Maximum Rents					2025 Income Limits							
			0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Ouray		160%	2,928	3,136	3,764	4,348	4,852	117,120	133,760	150,560	167,200	180,640	194,080	207,360	220,800
Ouray		150%	2,745	2,940	3,528	4,076	4,548	109,800	125,400	141,150	156,750	169,350	181,950	194,400	207,000
Ouray		140%	2,562	2,744	3,293	3,804	4,245	102,480	117,040	131,740	146,300	158,060	169,820	181,440	193,200
Ouray		130%	2,379	2,548	3,058	3,532	3,942	95,160	108,680	122,330	135,850	146,770	157,690	168,480	179,400
Ouray		120%	2,196	2,352	2,823	3,261	3,639	87,840	100,320	112,920	125,400	135,480	145,560	155,520	165,600
Ouray		110%	2,013	2,156	2,587	2,989	3,335	80,520	91,960	103,510	114,950	124,190	133,430	142,560	151,800
Ouray		100%	1,830	1,960	2,352	2,717	3,032	73,200	83,600	94,100	104,500	112,900	121,300	129,600	138,000
Ouray		90%	1,647	1,764	2,117	2,445	2,729	65,880	75,240	84,690	94,050	101,610	109,170	116,640	124,200
Ouray		80%	1,464	1,568	1,882	2,174	2,426	58,560	66,880	75,280	83,600	90,320	97,040	103,680	110,400
Ouray		70%	1,281	1,372	1,646	1,902	2,122	51,240	58,520	65,870	73,150	79,030	84,910	90,720	96,600
Ouray		60%	1,098	1,176	1,411	1,630	1,819	43,920	50,160	56,460	62,700	67,740	72,780	77,760	82,800
Ouray		55%	1,006	1,078	1,293	1,494	1,667	40,260	45,980	51,755	57,475	62,095	66,715	71,280	75,900
Ouray		50%	915	980	1,176	1,358	1,516	36,600	41,800	47,050	52,250	56,450	60,650	64,800	69,000
Ouray		45%	823	882	1,058	1,222	1,364	32,940	37,620	42,345	47,025	50,805	54,585	58,320	62,100
Ouray		40%	732	784	941	1,087	1,213	29,280	33,440	37,640	41,800	45,160	48,520	51,840	55,200
Ouray		30%	549	588	705	815	909	21,960	25,080	28,230	31,350	33,870	36,390	38,880	41,400
Ouray		20%	366	392	470	543	606	14,640	16,720	18,820	20,900	22,580	24,260	25,920	27,600

DEED RESTRICTION and COVENANT  
Town of Ridgway, Ouray County  
Community 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 The Town of Ridgway, a Colorado home rule municipality, or their designee (the "Beneficiary").

Property Subject to Deed Restriction. The following real property (the "Housing Unit") is hereby made subject to the Covenants:

**(insert lot legal here)**  
**County of Ouray**  
**State of Colorado.**

Commonly known as **(insert street address here)**

This Housing Unit serves a maximum AMI of \_\_\_\_\_%.

This Housing Unit has \_\_\_\_\_# bedrooms and \_\_\_\_\_# bathrooms.

The Initial Purchase Price: \_\_\_\_\_.

Chain of Title and Purchase Prices Thereafter the Initial 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 Town of Ridgway AFFORDABLE HOUSING REGULATIONS AND 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 Ouray County 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 considerations, 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 to this Covenant, even without reference to this Covenant in any document of conveyance. The Beneficiary shall hold their interest as tenants in common.

**1.1 Term.** 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 every Transfer.

**1.2 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 Updated Covenants.** Upon every Transfer, the transferee shall execute the most recent Covenant that has been approved by the Town of Ridgway and the HA at the time of Transfer.

**1.4 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 Ouray County Clerk and Recorder (“Official Records”) on \_\_\_\_\_ at Reception Number \_\_\_\_\_.

2. **Definitions.** The Parties acknowledge and agree to the definitions in the RIDGWAY MUNICIPAL CODE AND COMMUNITY HOUSING GUIDELINES (“Guidelines”) and further agree that each definition 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.**

- 3.1 **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 **Use and Occupancy.** The use and occupancy of the Housing Unit is hereby, and shall henceforth be, limited exclusively to Qualified Owners or Qualified Occupant(s), and their Immediate Families.

3.2.1 **Home Occupation.** 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.** Guests are exempt from qualification requirements.

3.3 **Initial Qualification.**

3.3.1 **Qualified Entity Owners:** Land Contributors, Business Owners, Local Governments, and Special Districts are exempt from the Initial Qualifications in 3.3.2 but shall comply with all Occupancy Qualification and Rental Standards required by the Covenant and Guidelines.

3.3.2 **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 3.3.2.1, below, and all Household members must meet Section 3.3.2.2-3.3.2.6., below, and as further defined in the Guidelines:

3.3.2.1 Contain at least one person employed by a business based in Ouray County and work a minimum of 1,200 hours per calendar year; contain at least one person that was a former employee of a Ouray County Business who worked 1,000 hours per calendar year for the four years immediately prior to their retirement;

- 3.3.2.2 Occupy the affordable housing unit as their primary residence;
- 3.3.2.3 Live in the unit for a minimum of nine (9) out of any twelve (12) month period;
- 3.3.2.4 Not own developed residential property in Ouray County;
- 3.3.2.5 Must not have a Net Worth that exceeds three (3) times the Initial Sales Price of the Housing Unit; and
- 3.3.2.6 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; and
- 3.3.2.7 Qualified Entity Owners may own no more than two (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 or leave the Housing Unit vacant for more than three months in any twelve (12) month period. Any occupancy of a Unit pursuant to shall meet all Household Size requirements.
- 3.3.2.8 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.
- 3.3.2.9 A reasonable accommodation and exception may be requested from HA for any of these qualifications.
- 3.3.3 Qualified Occupant: To be eligible to rent the entire Housing Unit or a room in a Housing Unit, the Qualified Occupant:
  - 3.3.3.1 Shall meet the above-listed requirements of Section 3.3.2.1-3.3.2.6
  - 3.3.3.2 Reasonable accommodation and exception may be requested from the HA for any of these qualifications.

**3.4 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 All other Housing Units: 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. Short-term rentals of any kind are strictly prohibited
- 3.4.4 Copy of Lease: 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 the Beneficiary's governmental immunity, if applicable, provided by the Colorado Governmental Immunity Act or other applicable law.

**3.5 Continued Qualification Compliance.** 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.

- 4. 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. Income and Household Size Restrictions.** 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.



**6. Transfer of Property.** Transfers of the Housing Unit are subject to this section unless excepted under Section 6.2, below.

**6.1 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:

- 6.1.1 Notice of Intent to Sell: Declarant or Owner must deliver a written notice of their intent to sell the Housing Unit to the Beneficiary prior to offering the Housing Unit for sale.
- 6.1.2 Right of First Refusal: The Right of First Refusal to purchase shall first be provided to Beneficiary pursuant to the Guidelines and Section 6.4, below.
- 6.1.3 Qualification of Prospective Buyer: In order to proceed to the closing of the sale of the Housing Unit, HA must first certify in writing that the prospective buyer is a Qualified Owner pursuant to the Guidelines and to the terms and provisions of this Covenant.
- 6.1.4 Void Transfer: 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.
- 6.1.5 Date of Notice: 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.
- 6.1.6 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.
- 6.1.7 HA Made Whole: 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.

**6.2 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:

- 6.2.1 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.
- 6.2.2 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.

- 6.2.3 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.

**6.3 Maximum Sale Price.** The Initial Purchase Price (“IPP”) of the Housing Unit shall be the basis for calculating the Maximum Sale Price (“MSP”) in accordance with this Covenant and the Community Housing Guidelines in effect at the time of listing for resale.

- 6.3.1 The Housing Unit shall meet the Minimum Resale Standards, defined in Section 7.3.4, below, to sell at MSP
- 6.3.2 The MSP of a Housing Unit shall be limited to be no more than the following calculations:

The MSP may not exceed the sum of: (i) the IPP paid by the Owner for the Housing Unit, plus: (ii) an increase of three percent (3%) of such IPP 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 6.3.3, less the amount required to bring the Housing Unit up to the Minimum Resale Standards, if any.

- 6.3.3 Permitted Capital Improvements: 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:

- 6.3.3.1 Improvements are pre-approved by HA prior to commencement of any work or installation; and

- 6.3.3.1.1 Proof of Homeowners Association (HOA), if any, approval is provided to the HA prior to commencement of work.

- 6.3.3.1.2 Improvements are properly permitted and inspected by the local Building Official, if applicable.

- 6.3.3.2 Improvements are documented by Declarant and submitted to HA within three months of completion.

- 6.3.3.3 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

6.3.3.4 Any other reasonable costs allowed by HA pursuant to the Guidelines in effect on the date of the Notice of Intent to Sell may be added to the MSP.

6.3.3.5 The 10% limitation on Permitted Capital Improvements shall reset every ten (10) years of continued ownership of the Housing Unit.

6.3.4 Minimum Resale Standards: Pursuant to the Guidelines, 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.

6.3.4.1 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.

6.3.5 Assumption of Costs: 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.

6.3.6 Caveat: 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.

**6.4 Beneficiary Right to Acquire Ownership**. The initial Owner and each subsequent Owner shall not transfer any Housing Unit without first offering the same to the Beneficiary for purchase. The Beneficiary shall have a right to purchase the Housing Unit as follows:

6.4.1 Upon Notice of Intent to Sell, or upon exercise of Notice of Election to Require Sale as defined in Section 9.3, or if an Owner receives any offer to purchase or tenders any offer of sale for the Housing Unit, the Beneficiary shall have the Right of First Refusal ("ROFR") to purchase 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.

6.4.2 Each of the Beneficiaries shall exercise its ROFR by executing a written and binding commitment to purchase ("Notice of Purchase") the Housing Unit Owner within thirty (30) days after each the Beneficiary 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.

- 6.4.3 The Beneficiary shall have the right to inspect the Housing Unit prior to exercising its ROFR.
- 6.4.4 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.
- 6.4.5 In the event the Beneficiary does not execute a written and binding commitment to purchase the Unit within said thirty (30) day period, this ROFR shall expire.
- 6.4.6 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 the Beneficiary the right of first refusal described above shall be wholly null and void and shall confer no title whatsoever upon the purported buyer.

- 7. **No Creation of Additional Unit.** In no event shall the 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 HA in writing and allowed by the zone district and subject to all local building and planning codes and permissions.
- 8. **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.

## 9. **Foreclosure**

**9.1 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 the 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.

### **9.2 Right to Cure Default.**

- 9.2.1 Upon receipt of notice as provided herein, the Beneficiary shall have the right in its sole discretion, to cure the default or any portion thereof 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.

- 9.2.2 In the event the Declarant does not repay the Curing Party within sixty (60) days of notice that 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 11.6.

### **9.3 Right to Require Sale.**

- 9.3.1 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").
- 9.3.2 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 6.

**9.4 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.

**10. Obligation to Maintain Homeowner's Insurance.** 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.

**10.1 Request for Insurance Coverage Certificate.** Owner may be required to verify compliance with 10, above, at any time and is required to respond within seven (7) days.

## **11. Default/Breach**

**11.1 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.

**11.2 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.

**11.3 Hearing Before the HA.** 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.

**11.4 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.

**11.5 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.

**11.6 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.

**11.7 Violation Fixes Resale Price.** In the event of a breach of any of the terms or conditions contain herein by the Declarant, his heirs or 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.

## **12. General Provisions**

**12.1 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.

**12.2 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.

**12.3 Waiver of Exemptions.** 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.

**12.4 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

To Administrator: Ridgway Workforce and Housing Committee 201 N. Railroad Street PO Box 10 Ridgway, CO 81432 Telephone: 970-626-5308

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 Choice of Law.** 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 Successors.** 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 Further Actions.** 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 neutral 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 Modifications.** 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 the Beneficiary, and recorded with the Clerk and Recorder of County.

**12.11 Attorney Fees.** 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\_\_\_\_. By [name], Mayor

State of Colorado )

) ss.

County of \_\_\_\_\_ )

The foregoing Deed Restriction and Covenant has been acknowledged before me this day of \_\_\_\_\_, 20\_\_\_\_, by [name], Mayor, Town of Ridgway

Witness my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public

**RIDGWAY WORKFORCE AND HOUSING COMMITTEE**

By: \_\_\_\_\_ EXECUTED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. [name], Chair

State of Colorado )

) ss.

County of \_\_\_\_\_ )

The foregoing Deed Restriction and Covenant has been acknowledged before me this day of \_\_\_\_\_, 20\_\_\_\_, by [name], Chair of the Housing Authority

Witness my hand and official seal.

My commission expires:

\_\_\_\_\_

Notary Public

**DECLARANT** \_\_\_\_\_ EXECUTED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. [name]

State of Colorado )

) ss.

County of \_\_\_\_\_ )

The foregoing Deed Restriction and Covenant has been acknowledged before me this day of \_\_\_\_\_, 20\_\_\_\_, by [name], Chair of the Housing Authority

Witness my hand and official seal.

My commission expires:

\_\_\_\_\_

Notary Public



**2025 Income Limit and Maximum Rent Tables  
for All Colorado Counties**

HUD Effective Date: April 1, 2025

20% to 120% of Area Median Income (AMI) [20% to 160% AMI for rural resort counties]

- The IRS allows Housing Tax Credit projects that placed in service as of 12.31.2008 to use higher HERA Special limits.
- All Housing Tax Credit and CHFA Loan projects are "held harmless" from limit decreases. To be "held harmless," a project must be in service before 05.16.2025.
- Housing Tax Credit and CHFA Multifamily Loan projects whose counties experienced a decrease in 2025 limits and that place in service before 05.16.2025 may continue to apply the same limits used in 2024.

County	HERA	AMI	2025 Maximum Rents					2025 Income Limits							
			0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Ouray		160%	2,928	3,136	3,764	4,348	4,852	117,120	133,760	150,560	167,200	180,640	194,080	207,360	220,800
Ouray		150%	2,745	2,940	3,528	4,076	4,548	109,800	125,400	141,150	156,750	169,350	181,950	194,400	207,000
Ouray		140%	2,562	2,744	3,293	3,804	4,245	102,480	117,040	131,740	146,300	158,060	169,820	181,440	193,200
Ouray		130%	2,379	2,548	3,058	3,532	3,942	95,160	108,680	122,330	135,850	146,770	157,690	168,480	179,400
Ouray		120%	2,196	2,352	2,823	3,261	3,639	87,840	100,320	112,920	125,400	135,480	145,560	155,520	165,600
Ouray		110%	2,013	2,156	2,587	2,989	3,335	80,520	91,960	103,510	114,950	124,190	133,430	142,560	151,800
Ouray		100%	1,830	1,960	2,352	2,717	3,032	73,200	83,600	94,100	104,500	112,900	121,300	129,600	138,000
Ouray		90%	1,647	1,764	2,117	2,445	2,729	65,880	75,240	84,690	94,050	101,610	109,170	116,640	124,200
Ouray		80%	1,464	1,568	1,882	2,174	2,426	58,560	66,880	75,280	83,600	90,320	97,040	103,680	110,400
Ouray		70%	1,281	1,372	1,646	1,902	2,122	51,240	58,520	65,870	73,150	79,030	84,910	90,720	96,600
Ouray		60%	1,098	1,176	1,411	1,630	1,819	43,920	50,160	56,460	62,700	67,740	72,780	77,760	82,800
Ouray		55%	1,006	1,078	1,293	1,494	1,667	40,260	45,980	51,755	57,475	62,095	66,715	71,280	75,900
Ouray		50%	915	980	1,176	1,358	1,516	36,600	41,800	47,050	52,250	56,450	60,650	64,800	69,000
Ouray		45%	823	882	1,058	1,222	1,364	32,940	37,620	42,345	47,025	50,805	54,585	58,320	62,100
Ouray		40%	732	784	941	1,087	1,213	29,280	33,440	37,640	41,800	45,160	48,520	51,840	55,200
Ouray		30%	549	588	705	815	909	21,960	25,080	28,230	31,350	33,870	36,390	38,880	41,400
Ouray		20%	366	392	470	543	606	14,640	16,720	18,820	20,900	22,580	24,260	25,920	27,600

## AGENDA ITEM #4





**To:** The Town of Ridgway Planning Commission  
**Cc:** Preston Neill, *Ridgway Town Manager*  
TJ Dlubac, AICP, CPS, *Contracted Town Planner*  
**From:** Angie Kemp, AICP, *Ridgway Town Planner*  
**Date:** May 16, 2025  
**Subject:** **Dalwhinnie Subdivision Sketch Plan and Preliminary Plat**  
Staff Report for the May 21<sup>st</sup> Planning Commission Meeting

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## APPLICATION INFORMATION

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**Request:** Dalwhinnie Sketch Plan and Preliminary Plat  
**Legal:** Lots 16, 17, 18, 19, and 20, Block 28, Town of Ridgway Section 21, T44N, R10W, N.M.P.M.  
**Address:** TBD County Road 23, Ridgway, CO 81432  
**General Location:** East of the Athletic Park, South of Chipeta Drive on County Road 23  
**Parcel Number:** 430521200005 & 430516318003  
**Zone District:** Residential (R)  
**Current Use:** Vacant Land  
**Applicant:** Chris Hawkins  
**Owner:** Dalwhinnie Group LLC and The Town of Ridgway

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## PROJECT OVERVIEW

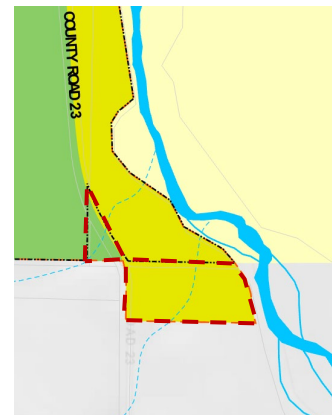
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### ANNEXATION BACKGROUND

A Petition for Annexation for the Dalwhinnie-Ridgway Athletic Park Annexation was processed in accordance with C.R.S. and RMC requirements. Approximately 3.23 acres of property owned by Dalwhinnie Group and the Town of Ridgway. 0.72 acres petitioned to be annexed is CR 23 right-of-way. On September 6<sup>th</sup>, 2025, the annexation was approved by the Town Council.

### PRESERVE PUD BACKGROUND

The Preserve PUD received Preliminary Plat approval from Ridgway Town Council in 2006. Some infrastructure improvements were completed, and a one-year extension was granted by the Council in



September 2007. Soon after, the project was put on hold, likely due to the economic recession. In 2018, to retain the investment made in the infrastructure, the owner reapplied for Preliminary Plat. The prior Preliminary Plat approval had long expired. The Sketch Plan and Preliminary Plat hearings were held with the Planning Commission on February 23, 2018. The Commission approved the Sketch Plan and recommended approval of the Preliminary Plat to Council, subject conditions in the staff report with additional conditions including a two-year period to meet the conditions. The Preliminary Plat hearing was on March 14, 2018. Council approved the Preliminary Plat subject to all of the conditions. All conditions were to be met by March 14, 2020.

This property was sold in October 2018 to Dalwhinnie Group LLC. The current owners have extended their timeline to meet conditions with Town Council approval with a series of two-year extensions, the first which was granted on March 11, 2020, and the second in January 6, 2022. On February 14<sup>th</sup>, 2024, a six-month extension was granted, followed by another two-year extension granted by the Town Council on August 14<sup>th</sup>, 2024. The group is continuing to work on conditions compliance and has worked to address some of the conditions throughout this period.

The intent of processing a Sketch Plan and a Preliminary Plat for this newly annexed portion of the Preserve PUD project is to "catch it up" to the Preserve that has already received conditional Preliminary Plat Approval. The intent is that this portion can work with the Preliminary Plat for the Preserve PUD and that it can be submitted to Town for Final Plat as a whole.

#### **SKETCH PLAN AND PRELIMINARY PLAT REVIEW**

Town Staff determined that the Sketch and Preliminary Plat processes could run concurrently for a project of this scale. There is no density proposed for the Dalwhinnie lots, and there will be robust review upcoming with condition compliance and Final Plat for the Preserve PUD Subdivision which will be subject to the following, based on the requirements from the previous Ridgway Municipal Code, which prior approvals are granted under:

##### **RMC §7-4-5 SUBDIVISION PROCEDURE**

*The subdivision of land shall be accomplished in accordance with the following procedures, unless an alternative procedure is authorized by these regulations.*

- (A) Informal Review and Sketch Plan*
- (B) Preliminary Plat*
- (C) Final Plat*

##### **RMC §7-4-6 REQUIRED IMPROVEMENTS:**

Survey monuments, sewer collection systems connected to Town's and dedicated to Town, domestic water systems connected to Town's and dedicated to Town, a fire prevention system, electricity, storm drainage system, curb, gutter, and sidewalk are all required improvements.

##### **RMC §7-4-7 DESIGN STANDARDS:**

*(B) All subdivisions shall be developed in accordance with the Town's Master Plans, Zoning Regulations, Flood Plain Regulations, and other applicable Town ordinances, regulations and specifications.*

This RMC section discussed the design standards of streets, alleys, lots, and blocks, public utilities and easements, water and sewer systems, curb, gutter, and sidewalks, survey monuments, drainage systems.

If this project was not tied to a larger development, it would be subject to the current RMC and processed as a Minor Subdivision. Approval criteria for a Minor Subdivision are generally aligned with the requirements of the former RMC (3)

7-5-2(D)(3) Approval Criteria. A minor subdivision may be approved and accepted by the Town Council if the application is found to meet the following criteria:

- a) The proposed subdivision conforms to all applicable requirements for the zone district(s) in which the property is located.
- b) The proposed subdivision substantially conforms to all other applicable requirements of this code, ordinances, and resolutions; and
- c) The proposed subdivision is consistent with the applicable portions of the Master Plan in the reasonable judgement of the approving body.

Therefore, the application is consistent with the current code, and it is appropriate to process this application under the prior code for procedural consistency.

#### **ANALYSIS**

The proposal for Sketch Plan and Preliminary Plat went through a referral process and technical review pursuant to the Ridgway Municipal Code Sec. 7-5-2(C)(2)(a)(v). Referral Notice was sent out on January 9<sup>th</sup>, 2025, with a requested deadline of January 31<sup>st</sup>. There were a few comments received in relation to the operation of the Lift Station given its proximity to the Uncompahgre River. It should be noted that the approval of the Lift Station is a matter of State concern. The Colorado Department of Public Health and Environment (CDPHE) has a rigorous process for review and approval of such facilities. The permit and approval form CDPHE would be critical to the Town's approval of the facility. No final approval can be granted by The Town of Ridgway ahead of CDPHE approval. Following the referral and technical review period, revisions were submitted by the applicant on April 10<sup>th</sup> and April 15<sup>th</sup>, 2025.

The project's scope is larger than this application request before you. For example, it was necessary for Town Engineering to review the entirety of the Preserve infrastructure and utilities (existing and proposed) to give this portion of the project adequate consideration. There are a variety of components that tie to the greater project. In general, it was determined that those should be addressed for the Preserve ahead of/during the Final Plat process.

In conclusion, staff finds that the request for Sketch Plan and Preliminary Plat approval for the recently annexed Dalwhinnie-Athletic Park portion of the project is a vital step in compliance with the conditions of approval for the Preliminary Plat and PUD known as The Preserve. We will see this annexed portion included in a Final Plat for The Preserve when all conditions have been met.

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

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

#### **STAFF RECOMMENDATION**

Upon review of the materials submitted, Staff has determined the Sketch Plan and Preliminary Plat for the Dalwhinnie Annex portion of the project is a vital step in compliance with the conditions of approval for the Preliminary Plat and PUD known as The Preserve. Staff finds the request meets the intent of the current RMC by meeting the approval criteria for a Minor Subdivision, although it is not being processed under this current code.

**RECOMMENDED MOTION (SKETCH PLAN):**

"I move to approve the Sketch Plan for the Dalwhinnie Annex Subdivision finding compliance with the regulations of the Municipal Code and general conformance with the Master Plan."

**ALTERNATIVE MOTIONS:**

Approval with Conditions:

"I move to approve the Sketch Plan for the Dalwhinnie Annex Subdivision finding compliance with the regulations of the Municipal Code and general conformance with the Master Plan with the following conditions:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_"

Denial:

"I move to deny the Sketch Plan for the Dalwhinnie Annex Subdivision finding that the proposal lacks compliance with the regulations of the Municipal Code and/or general conformance with the Master Plan"

**RECOMMENDED MOTION (PRELIMINARY PLAT):**

"I move to recommend approval the Preliminary Plat for the Dalwhinnie Annex Subdivision finding compliance with the regulations of the Municipal Code and general conformance with the Master Plan."

**ALTERNATIVE MOTIONS:**

Approval with Conditions:

"I move to recommend approval the Preliminary Plat for the Dalwhinnie Annex Subdivision finding compliance with the regulations of the Municipal Code and general conformance with the Master Plan with the following conditions:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_"

Denial:

"I move to recommend denial of the Preliminary Plat for the Dalwhinnie Annex Subdivision finding that the proposal lacks compliance with the regulations of the Municipal Code and/or general conformance with the Master Plan"

**ATTACHMENTS**

- 
1. Application and Support Materials
  2. Dalwhinnie Annex Subdivision Sketch Plan
  3. Dalwhinnie Annex Subdivision Preliminary Plat



# APPLICATION

Official Use Only:

Receipt # \_\_\_\_\_

Date received \_\_\_\_\_

Initials \_\_\_\_\_

## General Information

Applicant Name

Application Date

Mailing Address

Phone Number

Email

Owner Name

Phone Number

Email

Address of Property for Hearing

Zoning District

## Brief Description of Requested Action

## Action Requested and Required Fee Payable to the Town of Ridgway

Land Use Applications			
Administrative Adjustment	\$150.00	Minor Amendment to Conditional Use Permit	\$100.00
Appeal of Planning Decision	\$250.00	Site Plan Review	\$1000.00
Conditional Use Permit	\$250.00	Temporary Use Permit	\$150.00
PUD Zoning	\$1500.00 + \$25.00 per lot or unit	Variance	\$250.00
Major Amendment PUD	\$500.00	Zoning Map Amendment	\$250.00
Minor Amendment PUD	\$250		
Subdivisions			
Amended Plat	\$250.00	Resubmittal of Preliminary Plat	\$750.00 + \$25.00 per lot or unit
Boundary or Lot Line Adjustment	\$300.00	Final Plat	\$600.00
Building Footprint	\$150.00	Minor Subdivision	\$1500.00 + \$50.00 per lot or unit
Condominium	\$500.00	Resubdivision	\$600.00
Lot Consolidation	\$300.00	Right-of-Way Vacation	\$600.00
Sketch Plan	\$300.00 + \$10.00/lot or unit	Town House	\$500.00
Preliminary Plat	\$1500.00 + \$25.00 per lot or unit		
Signs			
Master Sign Plan	\$150.00	Master Sign Plan, Appeal	\$250
Master Sign Plan, Minor Change	\$50.00	Sign Permit	\$35.00 per sign
Master Sign Plan, Major Change	\$150.00		
Miscellaneous Applications			
Amendment to Zoning Regulations	\$200.00	Other Reviews	\$250.00
Annexation	\$1500.00	Outdoor Lighting Appeal	\$250.00
Construction Documents	\$1000.00	Outdoor Light Variance	\$250.00
Deviation from Residential, Commercial, or Industrial Design Standards	\$175.00	Site Specific Development Plan	\$50.00
Mobile Homes or Factory-built housing set up within a lawful mobile home park	\$200.00	Statutory Vested Rights	\$1500.00
Nonconforming Use, Changev	\$150.00	Zoning or Land Use Compliance Letters	\$100.00

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

*The Town Council, in its sole discretion, may defer, reduce and/or waive certain land use fees for projects demonstrating significant public benefit such as perpetual, deed-restricted affordable or workforce housing projects.*



## Application Signatures

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*Please note that incomplete applications will be rejected.*

*Contact with a Planning Commission or Town Council member regarding your application constitutes ex parte communication and could disqualify that Commissioner or Councilor from participating in your hearing.*

*Please contact staff with any questions.*

**Applicant Signature**

**Date**

**Owner Signature**

**Date**

A handwritten signature in black ink, consisting of a stylized 'L' shape with a loop at the top and a horizontal line extending to the right.

## Town of Ridgway, Colorado Acknowledgment of Fees and Costs

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

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

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

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

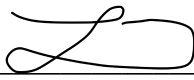
Acknowledge this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

### APPLICANT:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_, authorized signer  
(Print Name)

### PROPERTY OWNER:

By:  \_\_\_\_\_  
(Signature)

\_\_\_\_\_, authorized signer  
(Print Name)

# Dalwhinnie Group, LLC

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P.O. Box 1419. | Ridgway, CO | 81432

**May 31, 2024**

Town of Ridgway

Angie Kemp, Senior Planner

Dear Angie,

Dalwhinnie Group, LLC ("**Owner**") is the owner of the following legally described parcels:

That portion of Lot A, Abbott Exemption, according to the Plot recorded March 24, 1997 at reception No. 163928 lying North of the South line of Section 16, T. 45 N., R. 8 W., N.M.P.M;

That part of Out-Lot A, Savath Subdivision, lying to the East of the West boundary of County Highway 23 as dedicated on the plat of Savath Subdivision recorded in the real estate records of the Ouray County, Colorado Clerk and Recorder's Office on April 2, 1981, Reception No. 130165; and

A portion of Lot A and Lot B, Abbott Exemption Plat recorded in the real estate records of the Ouray County, Colorado Clerk and Recorder's Office on January 3, 1997, Reception No. 163928

collectively referred to as the "**Property**".

Please be advised that for purposes of submitting all necessary subdivision applications relating to the development of the Property, the Owner appoints Michael Lynch of Robinson, Waters & O'Dorisio, P.C. and Chris Hawkins of Alpine Planning, LLC to act as our agents with authority to submit, process and represent such applications on behalf of the Owner.

**Sincerely,**



---

Lindsay Dow, Manager  
Dalwhinnie Group, LLC

# Dalwhinnie Annex Area Sketch and Preliminary Plat Applications



Revised April 10, 2025



# BACKGROUND

The Preserve PUD team, consisting of Del-Mont Consultants, Inc., Alpine Planning, LLC, and Dalwhinnie Group, LLC, took part in a joint meeting with the Town of Ridgway Planning Commission and the Ouray County BOCC on October 26, 2022. The purpose of this joint meeting was to discuss the path forward to meet the following Preserve PUD Preliminary Plat ("Plat") conditions:

"Condition 10. The south end of Preserve Drive (outside of the town boundary) requires access approval from the County as it is their jurisdiction (certificate on plat map as indicated in this report) as well as an access/utility easement from the property owner (Ridgway River Development LLC [Dalwhinnie]). This road section of Preserve Drive from the Town boundary to CR 23 will need to be dedicated to the Town, as well as dedication of the continuation of the recreational path along CR 23 to continue to the south road. Staff recommends securing written approval from both the BOCC and RRD LLC at this time and prior to final plat filing.

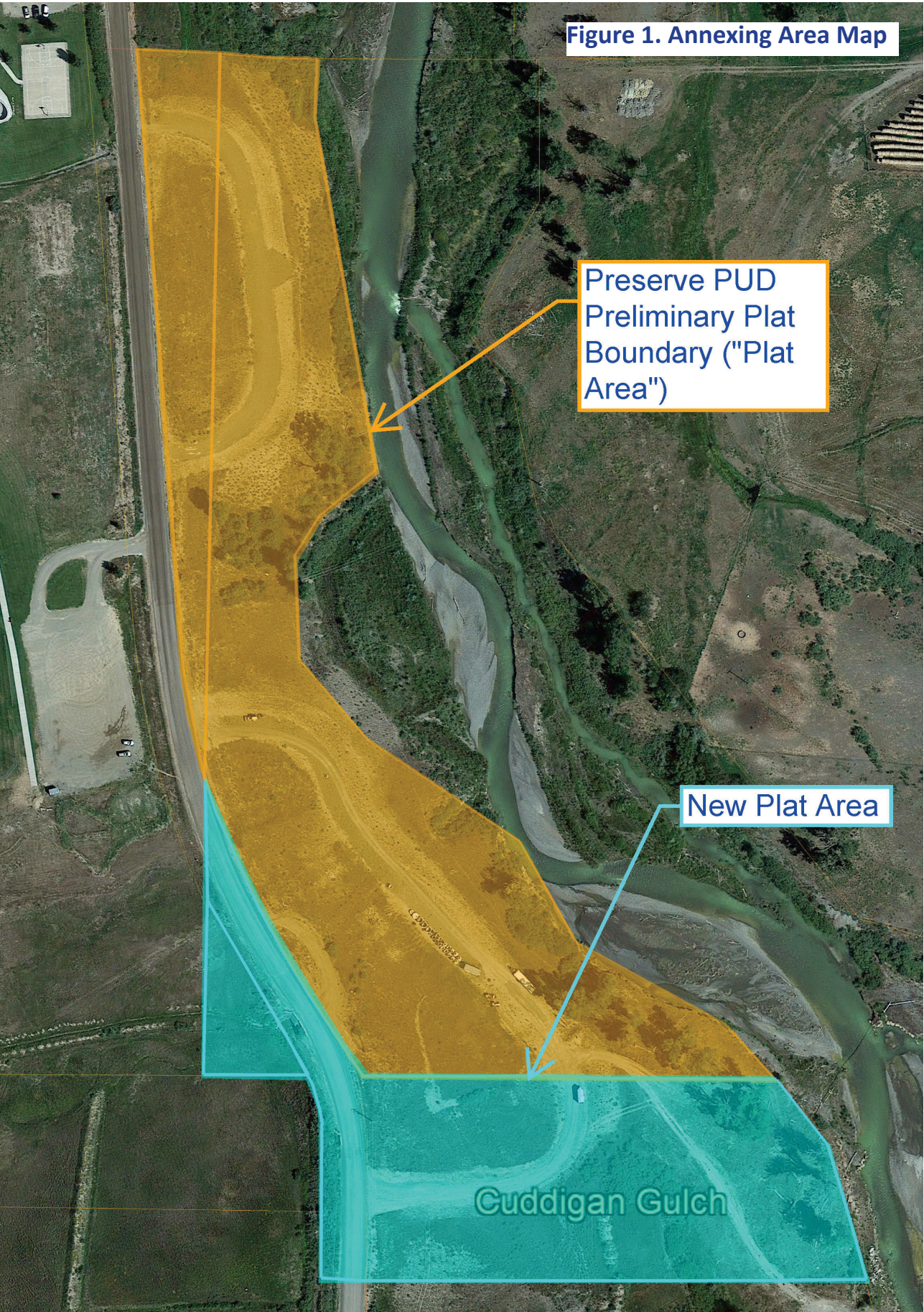
Condition No. 11. Related to Completion of requested edits to the General Road and Utility Easement Agreement, inclusive of a dedication of a recreation path easement to continue along CR 23 through Preserve Drive. Staff recommends securing this easement agreement soon, and before Final Plat.

Condition No. 12. Completion of 3-inch asphalt road on Chipeta Drive from Lena Street to County Road 23, then on County Road 23 to the south access on the south loop of the subdivision. Approval needs to be obtained from the County to pave County Road 23 to where the south end of Preserve Drive connects with County Road 23."  
(collectively "Town Approval Conditions".)

The Town Approval Conditions were added to address Town-approved Plat infrastructure located in the unincorporated area of Ouray County to the south of the Plat Area as shown in Figure 1. The path forward from the joint meeting is in a letter from the Town of Ridgway ("Town") dated November 14, 2022 as shown in Exhibit A ("Town Letter"), with the following summary of required steps:

- 1. **Master Plan Amendment.** Amend the Town of Ridgway Master Plan ("Master Plan") to reflect the Plat approved development plan and also allow for the relocation of the lift station, with the Future Land Use Map to include the land shown in Figure 1 into the Town and the Urban Growth Management Area ("UGMA") . This step has been completed.
- 2. **Annexation and Rezoning.** The next step required the Dalwhinnie development team to submit for and obtain approval of the annexation and rezoning for the land shown in Figure 1. This step has been completed.
- 3. **Subdivision.** The last step to meet the Town Approval Conditions is to plat the land shown in Figure 1 that includes the Dalwhinnie Annex Area; CR 23 that will be located in the Town limits, and the Town owned Athletic Park land ("New Plat Area").

We are submitting for concurrent review of the sketch plan and preliminary plat for the New Plat Area to expedite the final required Town approvals to meet the Town Approval Conditions and keep the project on track for restarting work to complete the remaining improvements in 2025. It should be noting that the civil engineering plans for the subdivision applications include lots and development approved under the Preserve PUD Plat Area and the New Plat Area to provide a holistic review of civil plans and also expedite restarting work under the original Plat approval conditions. This is no way intended to reopen up the Plat or PUD approval, with the understanding that the uncompleted





improvements on the civil plans for the Plat Area and the New Plat Area have to meet current Town infrastructure standards. Del-Mont Consultants have revised the civil plans for the Plat Area and New Plat Area to meet these standards based on Town Engineer review of the plans and specific red lined changes, with the exception of the new lift station design that is included in the New Plat Area that will be reviewed with these applications.

Subdivision Overview

The New Plat Area breakdown is shown in Table 1.

Lot/Area	Size in Acres	Percent	Zone District	Land Use
Lot 1	0.50	14.2	Residential	Open Space - No Density Allowed
Lot 2	1.56	44.2	Residential	Open Space - Relocated Lift Station
Lot 3	0.28	7.9	Gen. Commercial	Athletic Park
Preserve Dr. ROW	0.47	13.3	N/A	Preserve Drive for Preserve PUD
CR 23 ROW	0.72	20.4	N/A	Public Right-of-Way
Total Acres	3.53	100%		

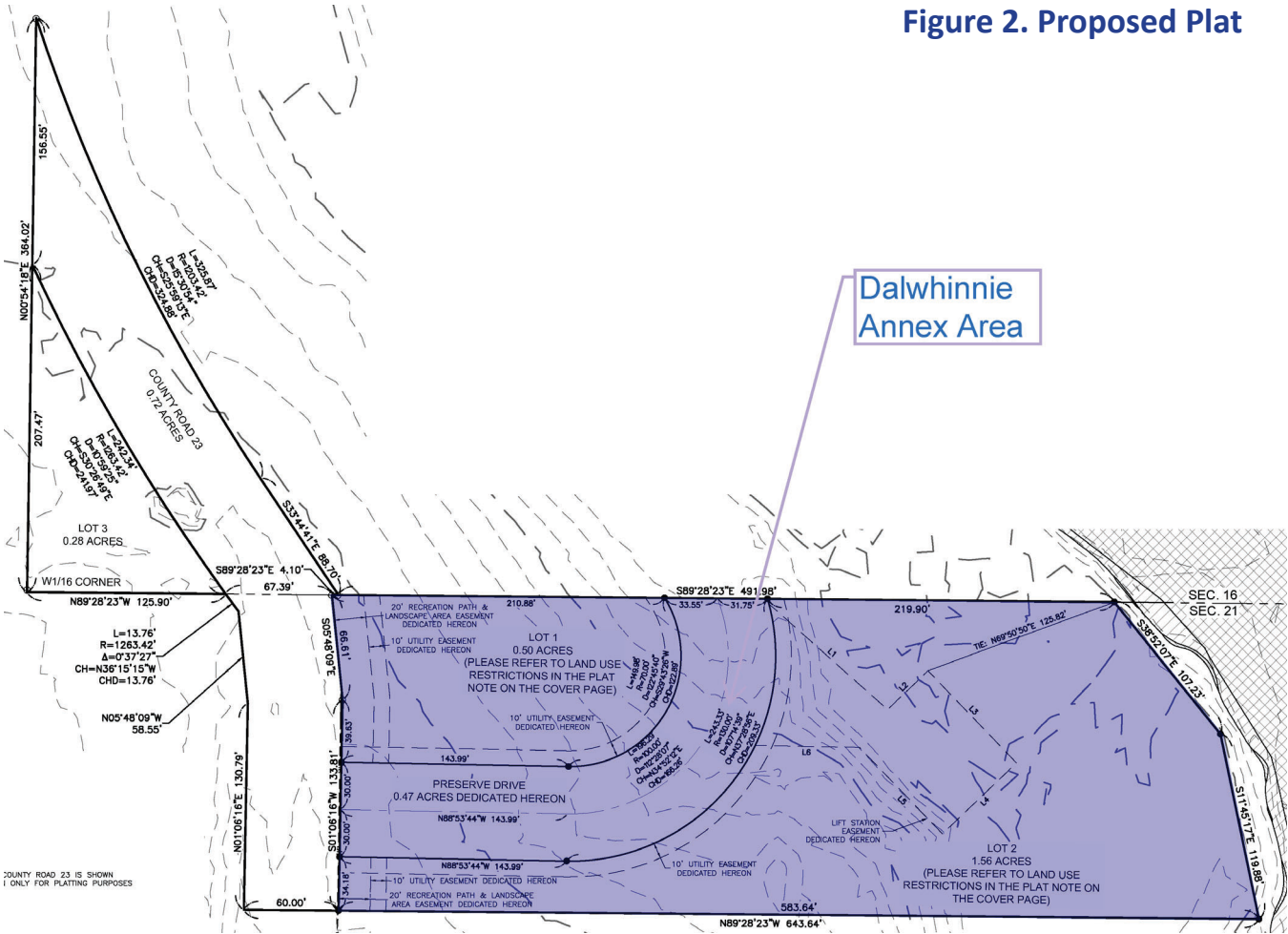
Plat notes prohibit any dwelling units within Lot 1 or Lot 2 because no units were planned for the area. The only major improvements proposed include the already approved secondary access for the Preserve PUD in the Preserve Dr. Right-of-Way; the relocated lift station from the Plat Area to the New Plat Area; and a recreational path as shown on the civil plans. The only required off-street parking area is for the relocated lift station for Town Public Works vehicles that can be located in the access drive to the new lift station area, with the lift station and access drive located in a proposed easement area as shown on the sketch plan and preliminary plat. Lot 1 and Lot 2 are intended to provide private open space for the Preserve PUD property owners with utility and infrastructure uses the only development allowed. No school sites are required for the proposed subdivision of the New Plat Area since it is not creating any new density or student generation. The proposed subdivision of the New Plat Area also does not generate any demands on the Town utilities and services above those already approved for the Preserve PUD in the New Plat area.

Land Suitability Analysis

Lot 1, Lot 2 and the Preserve Drive Right-of-Way (“**Dalwhinnie Annex Area**”) as shown in Figure 2 are located in the already approved area of development for the Preserve PUD. This former agricultural area currently contains rough graded secondary access for Preserve Drive. The Dalwhinnie Annex Area does is not located in any designated floodway or floodplain area as shown on the draft sketch plan and preliminary plat. There is a small band of steep slopes in Lot 2 to the west of the proposed lift station location.

Lot 3 is located in a undeveloped area of the Athletic Park. The CR 23 Right-of-Way includes the gravel surface of the road and associated grading and drainage. There are no existing drainages through the New Plat Area. According to the Web Soil Survey, the New Plat Area contains a mudcap loam with 1 to 6% slopes. There are no apparent geohazards in the New Plat Area, with occasional minor earthquakes from the Loghill Fault. There will be no effect from sewage effluents to either surface water or groundwater with the proper operation and maintenance of the lift station.

Figure 2. Proposed Plat



The Dalwhinnie Annex Area contains disturbance for rough grading in the secondary access for Preserve Drive, with the remainder of the area containing vegetation from prior agricultural uses. There are no wetland areas in the proposed lift station location or the Preserve Drive area. Riparian vegetation appears in the far eastern side of the Dalwhinnie Annex Area. Lot 3 contains grasses and vegetation that have evolved from prior agricultural uses in the area.

There are no archaeological, cultural, paleontological or historic resources in the New Plat Area. Any radon hazards in the area are not a consideration for the New Plat Area because there are no residential dwellings. The New Plat Area and land within 300’ have been historically used for agricultural uses, with the historic Rio Grande Southern Railway line to Ouray passing through the site at one time. There are no easements that limit the proposed uses for the New Plat Area.

There has been no historic public access through the Dalwhinnie Annex Area or Lot 3, with CR 23 the only historic public access that was also historically a State highway through the area. The approved Preserve Drive secondary access at the intersection of CR 23 has excellent sight distance in both directions.

There is no planned landscaping for the Dalwhinnie Annex Area, and no landscaping was required in association with the Preserve PUD.



# UNCOMPAHGRE RIVE OVERLAY DISTRICT COMPLIANCE

The Dalwhinnie Annex Area is located within Uncomphagre River Overlay District (“**UROD**”). The 75-foot setback is shown on the sketch and preliminary plats, with the approved Preserve PUD infrastructure and the proposed lift station located outside of the required setback. No direct discharge of stormwater is proposed for the New Plat Area. The lift station equipment are the only structures proposed within the UROD area, with a 6-foot chain link fence with privacy slats proposed to screen and protect the facility. The relocated lift station, if approved by the Town, will be exempt from the performance standards in Land Use Regulation (“**LUR**”) Section 7-4-4(N)(6).

## SKETCH PLAN AND PRELIMINARY PLAT REVIEW CRITERIA

The sketch plan Review criteria is set forth in LUR Section 7-5-2(C)(3) as follows, with our compliance comments shown in [blue text](#).

- a. All of the required prior approvals for the subdivision and development were issued and remain valid and effective:
  - i. For a sketch plan, no prior approval is required.
  - ii. For a preliminary plat, a finding must be made that a sketch plan was approved or conditionally approved by the Town Council not more than twelve (12) months prior to the date of submission of an application for preliminary plat approval or that the sketch plan is currently valid and effective as the result of the approval of an extension of the effective date of the sketch plan. [We are seeking the concurrent approval of the sketch plan and preliminary plat applications.](#)
- b. The proposed subdivision complies with all applicable requirements for the zone district(s) in which the property is located. [The proposed subdivision complies with the Residential and General Commercial zone district requirements contained in LUR Section 7-4-4, with Town approved infrastructure a permitted use in the Residential Zone District.](#)
- c. The proposed subdivision substantially complies with all other applicable requirements of this code, regulations, standards, and resolutions. [The proposed subdivision complies with applicable requirements of the LUR, Town regulations and standards.](#)
- d. Adequate capacity of water and wastewater utilities are currently available to serve the entire subdivision and development. [The New Plat Area does not contain any density so there is no impact to water or sewer capacity.](#)
- e. The proposed subdivision is consistent with the applicable portions of the Master Plan in the reasonable judgment of the approving body. [The Master Plan envisions the New Plat area with the proposed uses associated with the approved Preserve PUD.](#)
- f. The application:
  - i. For sketch plan approval, meets or satisfies all applicable requirements of the subdivision regulations. [The proposed subdivision complies with the Design Standards set forth in LUC Section 7-5-4, including but not limited to: \(1\) Preserve Drive is designed in accordance with the Town Street and Road Specifications \(7-5-4\(B\)\(1\)\); the sewer and water system for the already approved Preserve PUD has been designed in accordance with Town design](#)

[and construction standards and specifications \(7-5-4\(D\)\); and utility and recreational path easements are provided in accordance with Town requirements \(7-5-4\(C\)\).](#)

- ii. For preliminary plat approval, is in substantial conformance with the approved sketch plan and the preliminary plat meets or satisfies all applicable requirements of the subdivision regulations. [We are seeking the concurrent approval of the sketch plan and preliminary plat applications. Please let us know if any preliminary plat changes are needed to comply with the Subdivision Regulations.](#)

## REFERRAL AND REVIEW PROCESS PLAT COMMENTS

We offer the following responses to the Town’s referral and review process comments:

- 1. **Landscaping.** No landscaping is proposed for the Dalwhinnie Annex area because the only above grade development includes the lift station, the secondary access for Preserve Drive, and e recreation path. The lift station will be screened with six (6) foot tall opaque wood or composite fencing. This area represents a transition from the developed subdivision and Town boundary to the rural area of the County, with natural grasses intended to blend with the landscape to the south. All disturbed areas will be treated with topsoil and a native grass seed mix as specified on the civil plans.
- 2. **Lighting.** We are not proposing a light at the intersection of Preserve Drive and CR 23 because this is a secondary access for the lots located to the north. The lots served by Preserve Drive will have most of the vehicle trips heading north on the looped drive towards the town so no light is needed at this intersection.
- 3. **CDPHE Review of Lift Station.** The team has provided the Colorado Department of Public Health and Environment (“**CDPHE**”) lift station application to the Town for review. We understand that the CDPHE must approve the design of the lift station prior to recommencing work on the overall Preserve PUD Subdivision. There is no disturbance of the riparian corridor caused by the proposed subdivision.
- 4. **CDOT Comments.** We reviewed the CDOT comments that state, in part “...It is unlikely this subdivision will increase the traffic by 20% where it hits the highway...”. The Dalwhinnie Annex subdivision is not creating any additional lots so there will be no new trip generation from this subdivision.
- 5. **Lift Station.** The lift station will be operated by the Town of Ridgway upon inspection and acceptance of the sewer line and lift station per Town infrastructure standards. The lift station report for the Preserve PUD was provided to the Town for review prior to submitting the required CDPHE application. This report documents the lift station, including but not limited to emergency systems and operation and maintenance.

## Exhibit A



TOWN HALL PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432 | 970.626.5308 | [www.town.ridgway.co.us](http://www.town.ridgway.co.us)

November 14, 2022

Chris Hawkins  
Alpine Planning  
P.O. Box 654  
Ridgway, CO 81432

SENT VIA E-MAIL: [chris@alpineplanningllc.com](mailto:chris@alpineplanningllc.com)

### RE: Preserve PUD Annexation and Preliminary Plat Amendment

Dear Chris,

I am writing in response to your email dated November 17, 2022, concerning the annexation petition and amendment to the Preserve PUD Preliminary Plat approval that your team is planning to submit.

In our joint meeting with the Ouray County Board of County Commissioners on October 26, 2022, it became evident that the path forward is to 1) annex the portion of the Preserve PUD development that is currently located outside of the Town boundaries into the town, 2) apply Town zoning classification to that annexed portion of the project, and 3) amend the preliminary plat to reflect the new project limits and town boundaries. Town staff met last week to discuss the necessary procedures and submittal requirements to accomplish all of this, and this letter lays out the outcomes of that meeting.

First off, as you know, the Town of Ridgway, via Emergency Ordinance No. 01-2022, has imposed a temporary moratorium and delay on the acceptance, processing, and approval of a wide array of development applications. The temporary moratorium and delay shall terminate the earlier of an updated Chapter 7 "Planning and Zoning" of the Ridgway Municipal Code or March 31, 2023, unless terminated earlier by the Town Council or extended in its duration by enactment of another ordinance by the Town Council. Based on the scope of the temporary moratorium, the Town is not able to process an amendment to the Preserve PUD Preliminary Plat approval.

Next, although authorized to do so by the Home Rule Charter, the Town has not adopted an annexation procedure separate from the Colorado Municipal Annexation Act of 1965 ("Act"). While staff recognizes that having a Town-adopted procedure for annexation is



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not fully necessary, Town staff would prefer having one in place prior to an annexation petition for the portion of the Preserve PUD currently located outside of the town boundaries being submitted. In the spirit of that, staff would request that your team hold off on submitting an annexation petition until after the Chapter 7 updates are adopted via ordinance by the Town Council as these updates are anticipated to include procedures for annexation requests.

The initial draft of the proposed updates to Chapter 7 "Planning and Zoning" is slated to be presented to the Ridgway Planning Commission on November 29, 2022. Staff will take the feedback garnered during that meeting to further refine the updates to Chapter 7 and will aim to present a formal ordinance for the Planning Commission's consideration in early 2023, and the Town Council's consideration and approval subsequent to that.

Lastly, even if we followed the Act with its statutory requirements, C.R.S. 31-12-105 (1)(e)(I) states, "*Prior to completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area that generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the municipality and the proposed land uses for the area.*" Accordingly, in order to meet the annexation criteria, the first step must be to update the Town of Ridgway Master Plan ("Master Plan") and Future Land Use Map to include the area of the Preserve PUD currently outside of the town limits to be within the Town's Urban Growth Boundary and assign a Future Land Use Classification. As called for in the Master Plan, any update "*should include opportunities for involvement by the public, Town staff, elected and appointed officials, and other relevant or affected stakeholders.*"

With all that being said, to keep the project moving forward in lieu of the temporary moratorium, staff recommends that a request to update the Master Plan and Future Land Use Map be the first step in the process. Staff also interprets this to be an allowed request under the temporary moratorium. While this amendment is being processed, the petition for the annexation and initial zoning can be prepared. Once the Chapter 7 updates are adopted and the moratorium is lifted, the petition and applications for annexation, zoning, and preliminary plat amendment can be submitted and processed. Staff believes this to be the most efficient path forward for this project.

In the coming weeks, staff will propose a process for updating the Master Plan to recommend to the Town Council. It is anticipated that since this is a request associated





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---

with a development, much of the process will have to be led by the Preserve team with Town staff support. We recommend that you draft and submit a formal request to kickstart this updating process.

We appreciate your partnership and attention to this, and we look forward to hearing back from you.

Sincerely,

Preston Neill  
Ridgway Town Manager

Cc: Michael Cox  
Nick Barrett  
Michael Lynch  
Joanne Fagan  
TJ Dlubac  
Bo James Nerlin



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125 Colorado Ave. ▼ Montrose, CO 81401 ▼ (970) 249-2251 ▼ (970) 249-2342 FAX  
www.del-mont.com ▼ service@del-mont.com

PARCEL A:

A parcel of land situated in Section 21, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:

Beginning at a point on the North line of said Section 21, said point being S89°28'23"E 193.29 feet from the West 1/16 corner common to said Sections 16 and 21;

Thence along said North line S89°28'23"E 496.08 feet;

Thence S38°52'07"E 107.23 feet;

Thence S11°45'17"E 119.88 feet;

Thence N89°28'23"W 583.64 feet to a point on the East Right of Way of County Road 23;

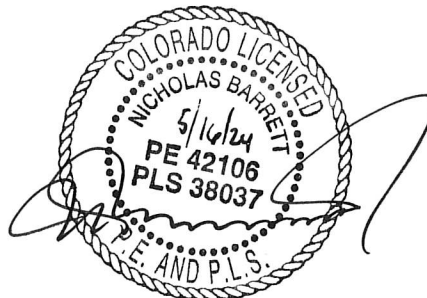
Thence the following two courses along said Right of Way:

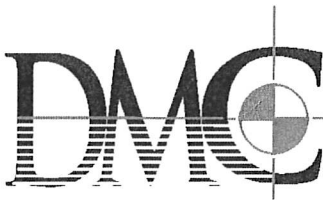
Thence N01°06'16"E 133.81 feet;

Thence N05°48'09"W 66.61 feet to the Point of Beginning.

Containing 2.53 Acres more or less as described.

County of Ouray, State of Colorado





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PARCEL B:

A parcel of land situated in Sections 16 & 21, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:

Beginning at a point on the West line of the SE1/4SW1/4 said Section 16 being N00°54'18"E 205.89 feet from the West 1/16 corner common to said Sections 16 and 21;

Thence along said West line N00°54'18"E 156.55 feet;

Thence the following five courses along the East Right of Way of County Road 23:

Thence 325.87 feet along the arc of a curve to the left with a radius of 1203.42 feet, an interior angle of 15°30'54" and a chord of S25°59'13"E 324.88 feet;

Thence S33°44'41"E 88.70 feet;

Thence N89°28'23"W 4.10 feet;

Thence S05°48'09"E 66.61 feet;

Thence S01°06'16"W 133.81 feet;

Thence N89°28'23"W 60.00 feet to a point on the West Right of Way of County Road 23;

Thence the following three courses along said Right of Way:

Thence N01°06'16"E 130.79 feet;

Thence. N05°48'09"W 58.55 feet;

Thence 256.11 feet along the arc of a curve to the right with a radius of 1263.42 feet, an interior angle of 10°57'28" and a chord of N30°45'33"E 255.67 feet to the Point of Beginning.

Containing 0.72 Acres more or less as described.

County of Ouray, State of Colorado





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PARCEL C:

A parcel of land situated in Section 16, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:

Beginning at the W 1/16 corner common to said Sections 16 and 21;

Thence along the West line of the SE1/4SW1/4 said Section 16 N00°54'18"E 207.47 feet to a point on the West Right of Way of County Road 23;

Thence 241.63 feet along the arc of a curve to the left with a radius of 1263.42 feet, an interior angle of 10°57'28" and a chord of S30°25'51"E 241.26 feet to the South line of said SE1/4SW1/4;

Thence along said South line N89°28'23"W 125.90 feet to the Point of Beginning.

Containing 0.28 Acres more or less as described.

County of Montrose, State of Colorado







# THE PRESERVE

## STORM DRAINAGE CALCULATIONS

July 24, 2006

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3	Valley Pan, Inlet, and Storm Drain Calculations	3.1 - 3.8
4	Rip Rap Calculations	4.1 - 4.5
5	Drainage Maps	

DMC 0556



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THE PRESERVE  
COUNTY ROAD 23  
RIDGWAY, COLORADO

TOWN OF RIDGWAY APPROVAL NOTES:

1. THESE PLANS HAVE BEEN REVIEWED FOR COMPLIANCE WITH THE TOWN OF RIDGWAY STANDARDS AND ARE APPROVED WITH THE CONDITIONS NOTED IN THE MEMO FROM THE TOWN OF RIDGWAY TO THE DEVELOPER.
2. APPROVAL DOES NOT RELEASE THE DEVELOPER OR THEIR AGENTS OF THE OBLIGATION TO CONFORM WITH ALL APPLICABLE TOWN ORDINANCES OR REGULATIONS & STANDARDS. ANY CHANGES TO THESE APPROVED PLANS REQUIRES WRITTEN APPROVAL BY THE TOWN OF RIDGWAY PRIOR TO CONSTRUCTION OF THE CHANGED PLANS.

TOWN ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_



LOCATION MAP  
NOT TO SCALE

DRAWING INDEX

SHT. No.	SHEET NAME
01	COVER SHEET
02	CONSTRUCTION NOTES
03	CONSTRUCTION NOTES
04	OFFSITE WATER AND SEWER
05	WATER LINE PROFILES
06	UTILITY DETAILS
07	GRADING PLAN
08	SLOPE DRAIN PROFILES
09	TYPICAL GRADING SECTIONS
10	SUBDRAIN PROFILES AND DETAILS
11	IRRIGATION AND LANDSCAPING PLAN
12	HERON COURT PLAN AND PROFILES
13	PRESERVE DRIVE PLAN AND PROFILES
14	PRESERVE DRIVE COUNTY ROAD 23
15	LIFT STATION CONSTRUCTION DETAILS
16	CHIPETA DRIVE PLAN, PROFILE AND TYPICAL SECTION
17	COUNTY ROAD 23 PLAN AND PROFILES
18	COUNTY ROAD 23 PLAN AND PROFILES
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21	DRAIN PLAN, PROFILE AND DETAILS
22	EROSION CONTROL PLAN
23	LIFT STATION LAYOUT
24	LIFT STATION CONSTRUCTION DETAILS
25	LIFT STATION CONSTRUCTION DETAILS
26	UTILITY SERVICES AND STREET SIGNS - HERON COURT
27	UTILITY SERVICES AND STREET SIGNS - PRESEVE DRIVE

VERTICAL DATUM NOTES:

1. ELEVATIONS OF EXISTING AND PROPOSED TOPOGRAPHY ARE BASED ON NGVD29
2. ELEVATIONS SHOWN REPRESENTING F.E.M.A. ELEVATIONS ARE BASED ON THE National Flood Hazard Layer (NFHL) AS PUBLISHED 1/11/2024; WHICH IS BASED ON NAVD88.
3. AT THE LOCATION OF THE PROJECT: LATITUDE 38.1478550756, LONGITUDE: -107.7542924881, WITH A MEAN PROJECT ORTHOMETRIC HEIGHT OF 6980.0 U.S. SURVEY FEET(NGVD29), THE SITE [ngs.noaa.gov/NCAT/](https://ngs.noaa.gov/NCAT/) COMPUTES A VERTICAL DEVIATION OF +4.416 U.S. SURVEY FEET (±0.112) FROM THE NGVD29 ELEVATIONS TO THE NAVD88 ELEVATIONS.

UTILITY CONTACTS				
Utility	Owner	Contact	Phone	Email
Natural Gas	Black Hills Energy	Nathan Hajar	(970) 808-5036	Nathan.Hajar@blackhillscorp.com
Telephone/Fiber	Century Link	Mark Preston	(970) 318-1891	Mark.Preston@lumen.com
Cable/Fiber	Charter	Todd Andrews	(970) 316-1700	Todd.Andrews1@charter.com
Power	DMEA	Phil Sanchez	(970) 275-8982	Phil.Sanchez@dmea.com
Fiber	Elevate	Jonathan Nelson	(970) 240-6818	Jonathan.Nelson@elevatefiber.com
Fiber	Clearnetworx	Doug Seacat	(970) 240-6600	support@clearnetworx.com
Water	Town of Ridgway	Preston Neill	(970) 625-5308(x212)	pneill@town.ridgway.co.us
Water	Town of Ridgway	Randy Barnes	(970) 626-5738	rbarnes@town.ridgway.co.us
Sanitary Sewer	Town of Ridgway	Preston Neill	(970) 625-5308(x212)	pneill@town.ridgway.co.us
Storm Sewer	Town of Ridgway	Preston Neill	(970) 625-5308(x212)	pneill@town.ridgway.co.us



Know what's below.  
Call before you dig.

NO	DATE	REVISIONS	BY



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www.del-mont.com service@del-mont.com

DESIGNED BY

DESIGNED BY

SCALE

SCALE

DATE

DATE

2024-09-04

2024-09-04

DESIGN	DRAFT
--------	-------

THE PRESERVE  
RIDGWAY, COLORADO

COVER SHEET

SHEET NO.	24018
01	27

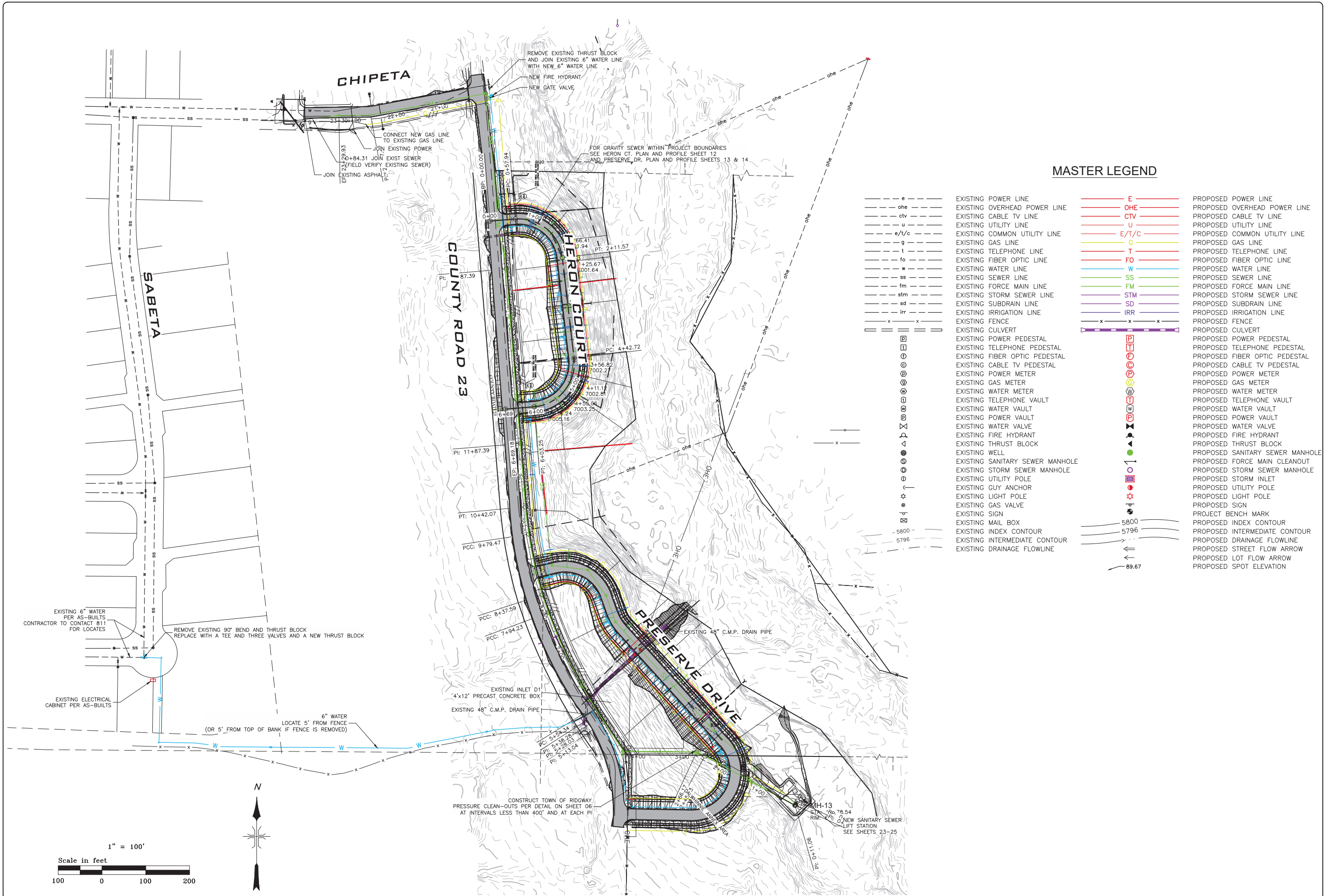









PLOTTED BY: MWHT. FILE PATH & NAME = I:\DMS\14\PROJECTS\ACTIVE PROJECTS\2024\24018-PRESERVE RD\WAY\CD\24018C-SHEETS.DWG, PLOT DATE = 8/30/2024 4:40 PM



MASTER LEGEND

---	e	EXISTING POWER LINE	---	E	PROPOSED POWER LINE
---	ohe	EXISTING OVERHEAD POWER LINE	---	OHE	PROPOSED OVERHEAD POWER LINE
---	ctv	EXISTING CABLE TV LINE	---	CTV	PROPOSED CABLE TV LINE
---	u	EXISTING UTILITY LINE	---	U	PROPOSED UTILITY LINE
---	e/t/c	EXISTING COMMON UTILITY LINE	---	E/T/C	PROPOSED COMMON UTILITY LINE
---	g	EXISTING GAS LINE	---	G	PROPOSED GAS LINE
---	t	EXISTING TELEPHONE LINE	---	T	PROPOSED TELEPHONE LINE
---	fo	EXISTING FIBER OPTIC LINE	---	FO	PROPOSED FIBER OPTIC LINE
---	w	EXISTING WATER LINE	---	W	PROPOSED WATER LINE
---	ss	EXISTING SEWER LINE	---	SS	PROPOSED SEWER LINE
---	fm	EXISTING FORCE MAIN LINE	---	FM	PROPOSED FORCE MAIN LINE
---	stm	EXISTING STORM SEWER LINE	---	STM	PROPOSED STORM SEWER LINE
---	sd	EXISTING SUBDRAIN LINE	---	SD	PROPOSED SUBDRAIN LINE
---	irr	EXISTING IRRIGATION LINE	---	IRR	PROPOSED IRRIGATION LINE
---	x	EXISTING FENCE	---	x	PROPOSED FENCE
---	x	EXISTING CULVERT	---	x	PROPOSED CULVERT
---	x	EXISTING POWER PEDESTAL	---	x	PROPOSED POWER PEDESTAL
---	x	EXISTING TELEPHONE PEDESTAL	---	x	PROPOSED TELEPHONE PEDESTAL
---	x	EXISTING FIBER OPTIC PEDESTAL	---	x	PROPOSED FIBER OPTIC PEDESTAL
---	x	EXISTING CABLE TV PEDESTAL	---	x	PROPOSED CABLE TV PEDESTAL
---	x	EXISTING POWER METER	---	x	PROPOSED POWER METER
---	x	EXISTING GAS METER	---	x	PROPOSED GAS METER
---	x	EXISTING WATER METER	---	x	PROPOSED WATER METER
---	x	EXISTING TELEPHONE VAULT	---	x	PROPOSED TELEPHONE VAULT
---	x	EXISTING WATER VAULT	---	x	PROPOSED WATER VAULT
---	x	EXISTING POWER VAULT	---	x	PROPOSED POWER VAULT
---	x	EXISTING WATER VALVE	---	x	PROPOSED WATER VALVE
---	x	EXISTING FIRE HYDRANT	---	x	PROPOSED FIRE HYDRANT
---	x	EXISTING THRUST BLOCK	---	x	PROPOSED THRUST BLOCK
---	x	EXISTING WELL	---	x	PROPOSED WELL
---	x	EXISTING SANITARY SEWER MANHOLE	---	x	PROPOSED SANITARY SEWER MANHOLE
---	x	EXISTING STORM SEWER MANHOLE	---	x	PROPOSED STORM SEWER MANHOLE
---	x	EXISTING UTILITY POLE	---	x	PROPOSED UTILITY POLE
---	x	EXISTING GUY ANCHOR	---	x	PROPOSED GUY ANCHOR
---	x	EXISTING LIGHT POLE	---	x	PROPOSED LIGHT POLE
---	x	EXISTING GAS VALVE	---	x	PROPOSED GAS VALVE
---	x	EXISTING SIGN	---	x	PROPOSED SIGN
---	x	EXISTING MAIL BOX	---	x	PROPOSED MAIL BOX
---	x	EXISTING INDEX CONTOUR	---	x	PROPOSED INDEX CONTOUR
---	x	EXISTING INTERMEDIATE CONTOUR	---	x	PROPOSED INTERMEDIATE CONTOUR
---	x	EXISTING DRAINAGE FLOWLINE	---	x	PROPOSED DRAINAGE FLOWLINE
---	x	EXISTING DRAINAGE FLOWLINE	---	x	PROPOSED DRAINAGE FLOWLINE



DESIGNED BY

DESIGN

CHECKED BY

SCALE

DATE SUBMITTED

2024-09-04

THE PRESERVE  
RDWAY, COLORADO

OFFSITE WATER AND SEWER

DMC JOB NO.

24018

SHEET NO.

04

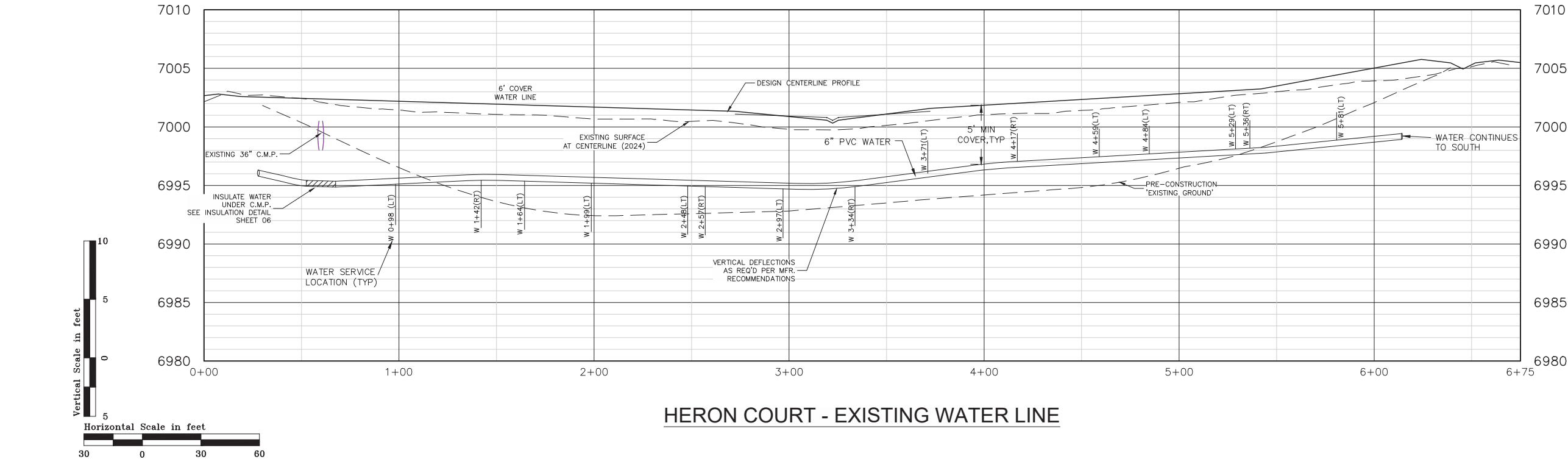
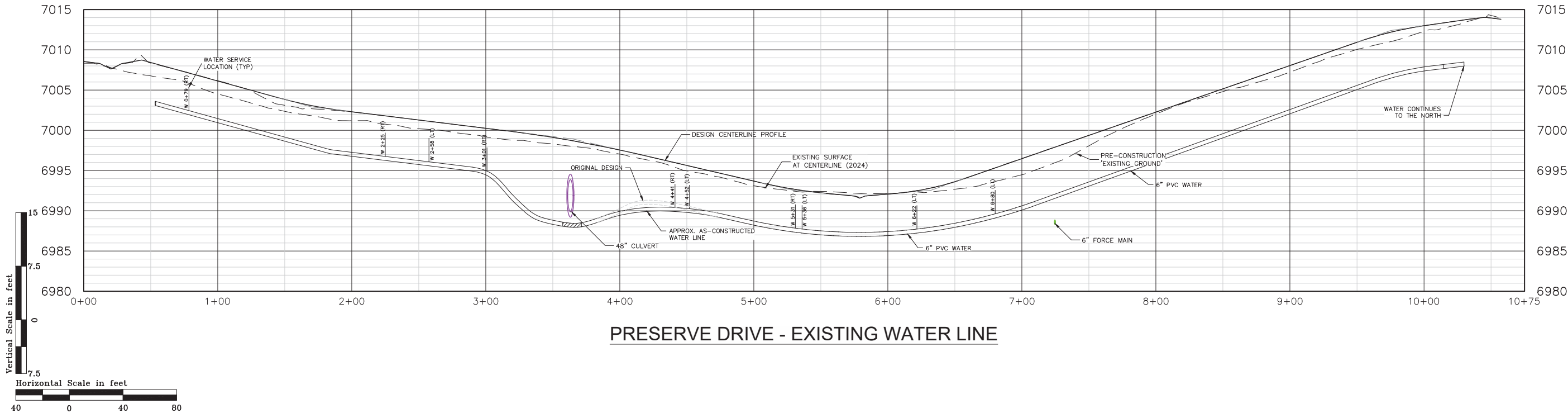
OF

27


SHEETS

NO	DATE	REVISIONS	BY
1	12/03/07	REVIEW COMMENTS	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
4	9/30/08	PRESERVE DRIVE RE-ALIGNMENT	JR

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NO	DATE	REVISIONS	BY
4	9/30/08	PRESERVE DRIVE RE-ALIGNMENT	JR
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
1	12/03/07	REVIEW COMMENTS	JR



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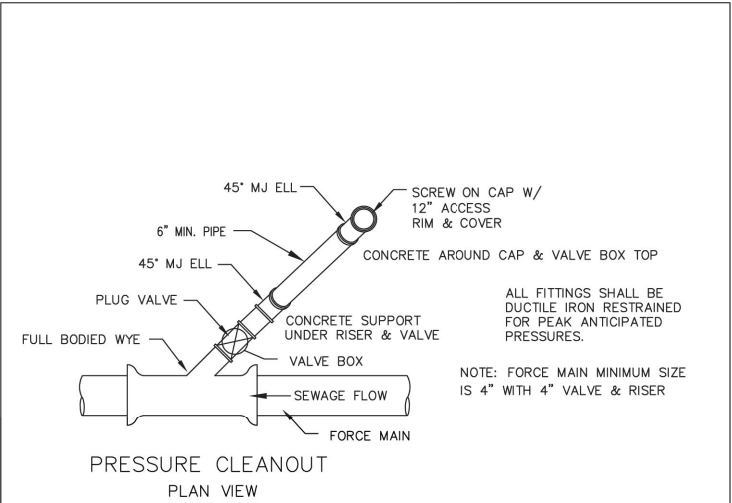
DATE: 2024-09-04

DATE: 2024-09-04

**THE PRESERVE**  
 RIDGWAY, COLORADO

**WATER LINE PROFILES**







TOWN OF RIDGWAY

P.O. BOX 10 - 201 N RAILROAD

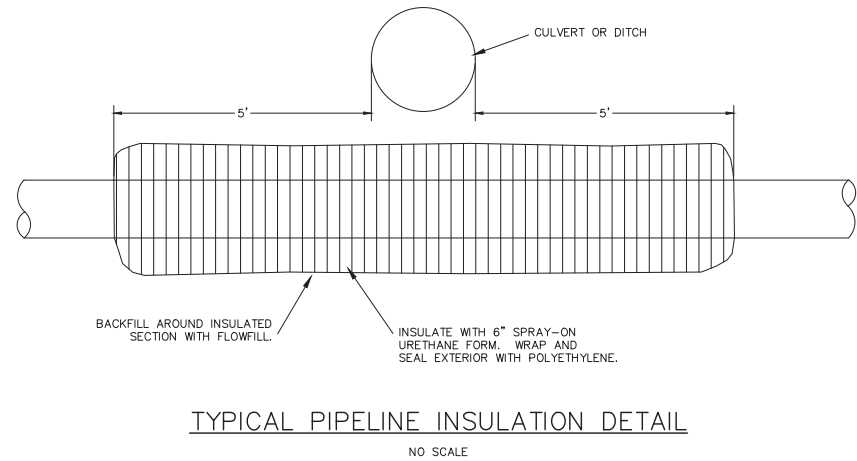
RIDGWAY, CO 81432

970.626.5308

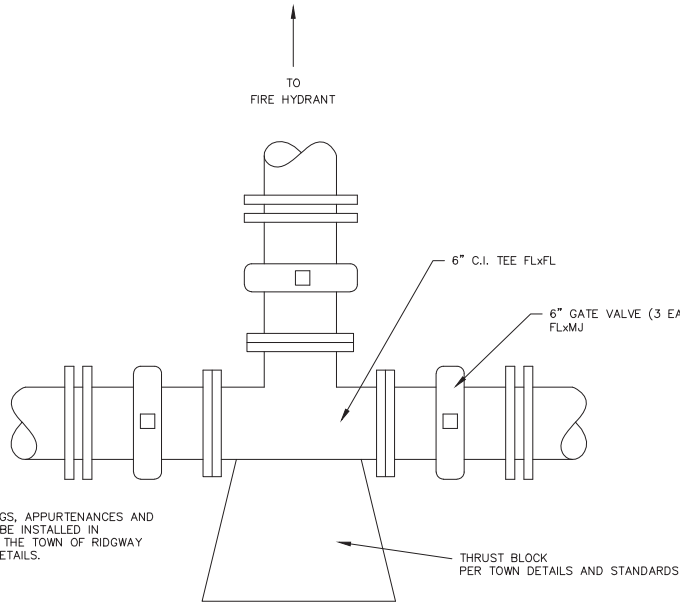
www.town.ridgway.co.us

PRESSURE CLEANOUT PLAN VIEW

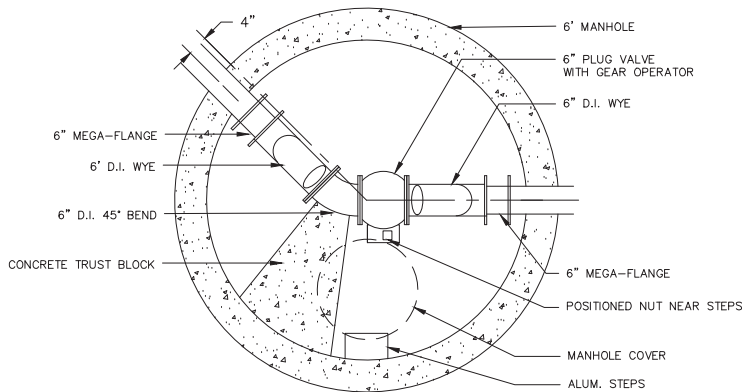
DATE: 6/10/20 SHEET:



NOTE:  
1. WATER LINE, FITTINGS, APPURTENANCES AND HYDRANTS, SHALL BE INSTALLED IN ACCORDANCE WITH THE TOWN OF RIDGWAY STANDARDS AND DETAILS.



TYPICAL FIRE HYDRANT VALVE CLUSTER  
NO SCALE



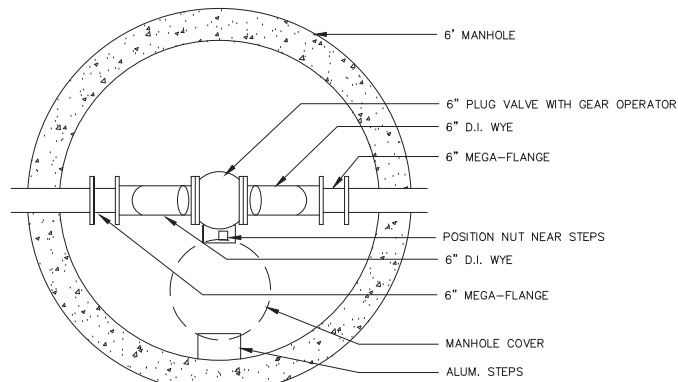
TOP VIEW  
FORCE MAIN MANHOLE  
CLEAN-OUT/ FLUSHING VALVE VAULT – 135° TURN  
NO SCALE

- NOTES:
1. FOR PIPE DEPTHS GREATER THAN 5', EXTEND PIPING TO WITHIN 3' OF THE SURFACE BEFORE INSTALLING BLIND FLANGE AND USE ECCENTRIC TOP CONE. INSTALL 1 1/2"x1 1/2"x8" ALUMINUM ANGLE BRACKETS WITH S.S. U-BOLTS TO SUPPORT PIPE AS NECESSARY.
  2. PIPE FOR USE IN PRESSURE SEWER LINE SHALL BE P.V.C. OR H.D.P.E. CLASS 200, WITH A MINIMUM PRESSURE RATING OF 200 psi.
  3. P.V.C. SEWER PIPE SHALL MEET ASTM D-2241, OR AWA C-900. JOINTS SHALL CONFORM TO ASTM D-3139 AND HAVE ELASTOMERIC SEALS CONFORMING TO ASTM F-477.
  4. H.D.P.E. PIPE AND CONNECTIONS SHALL CONFORM TO AWWA C906.

SEPARATE SEWAGE AIR/VAC VALVE (VALV-MATIC MODEL 301S) WITH CAM-LOCK FITTING TO ALLOW ATTACHMENT FOR MAINTENANCE.

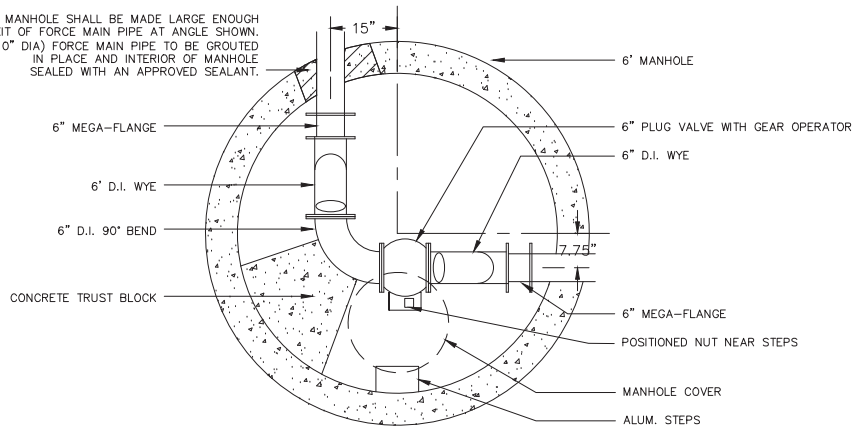
INSULATE INTERIOR OF MANHOLE ABOVE THE FORCE MAIN WITH A MINIMUM OF 2" OF SPRAY-ON FOAM INSULATION. (NO FOAM BETWEEN STEPS)

SIDE VIEW  
FORCE MAIN MANHOLE  
AIR/VAC – FLUSHING VALVE VAULT  
NO SCALE



TOP VIEW  
FORCE MAIN MANHOLE  
CLEAN-OUT/ FLUSHING VALVE VAULT – IN LINE  
NO SCALE

HOLE IN MANHOLE SHALL BE MADE LARGE ENOUGH TO ALLOW FOR EXIT OF FORCE MAIN PIPE AT ANGLE SHOWN. (APPROX. 10" DIA) FORCE MAIN PIPE TO BE GROUTED IN PLACE AND INTERIOR OF MANHOLE SEALED WITH AN APPROVED SEALANT.



TOP VIEW  
FORCE MAIN MANHOLE  
CLEAN-OUT/ FLUSHING VALVE VAULT – 90° TURN  
NO SCALE

NO	DATE	REVISIONS	BY
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
1	12/03/07	REVIEW COMMENTS	JR



DESIGNED BY  
DRAFT

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Durango, CO 81301  
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SCALE  
DATE SUBMITTED  
24018C - JUNE 10, 2020

2024-09-04

THE PRESERVE  
RIDGWAY, COLORADO

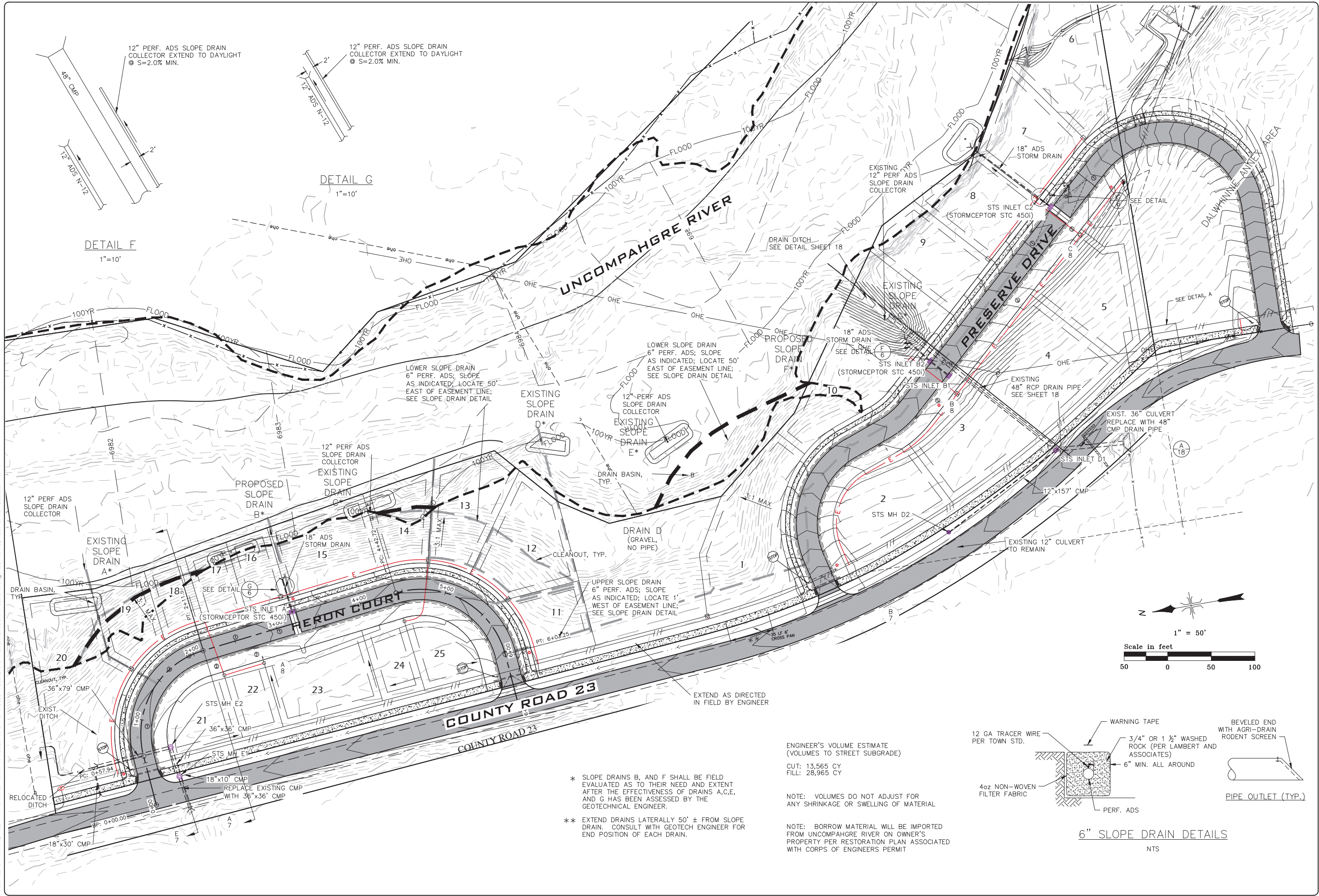
UTILITY DETAILS

DMC JOB NO:  
24018

SHEET NO:  
06  
OF 27 SHEETS



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NO	DATE	REVISIONS	BY
1	12/03/07	REVIEW COMMENTS	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
4	6/15/08	REVIEW COMMENTS DATED 06/04/08	JR
5	9/30/08	PRESERVE DRIVE RE-ALIGNMENT	JR
6	5/20/09	AS-BUILT SUBORDINATE SYSTEM	JR

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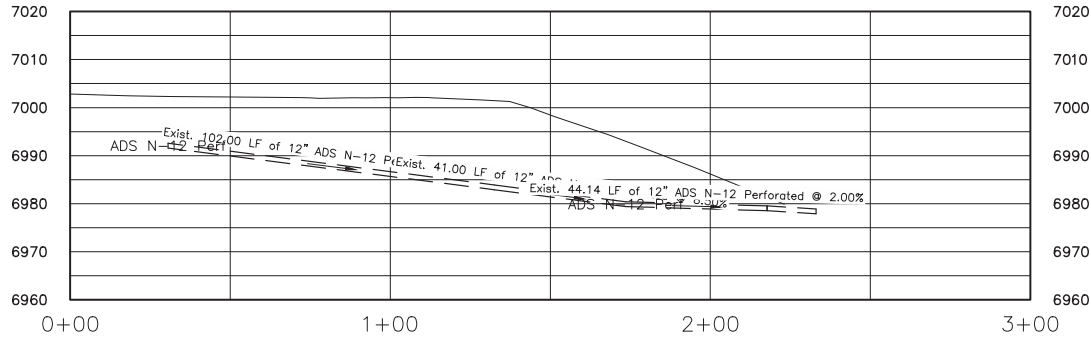
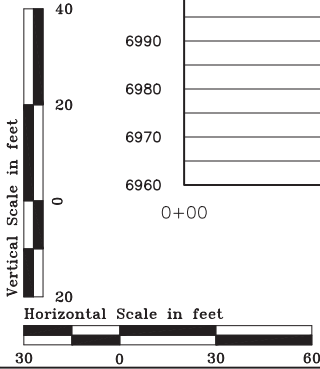
  

<b>THE PRESERVE</b> RIDGWAY, COLORADO	<b>GRADING PLAN</b>
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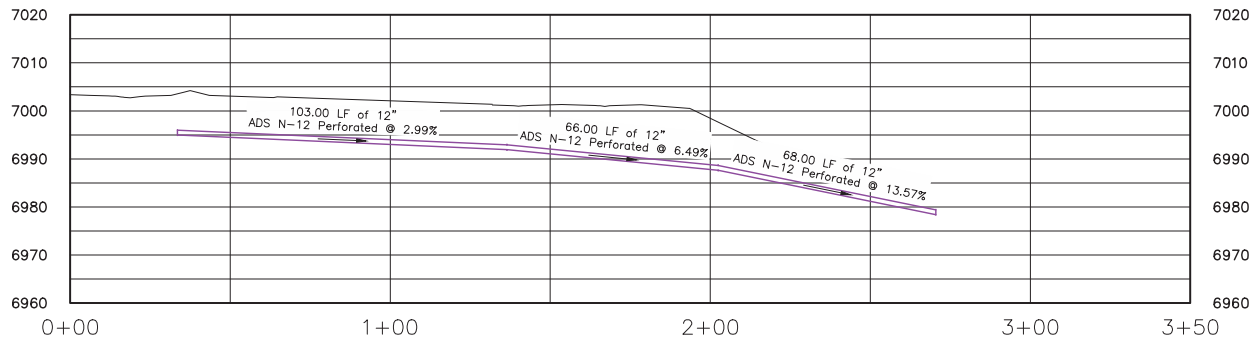
  

DMC JOB NO.	24018
SHEET NO.	07
OF	27

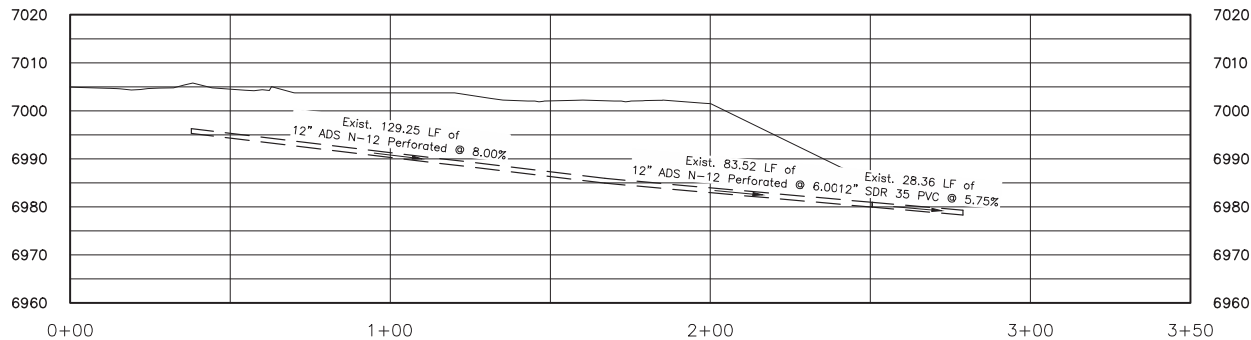
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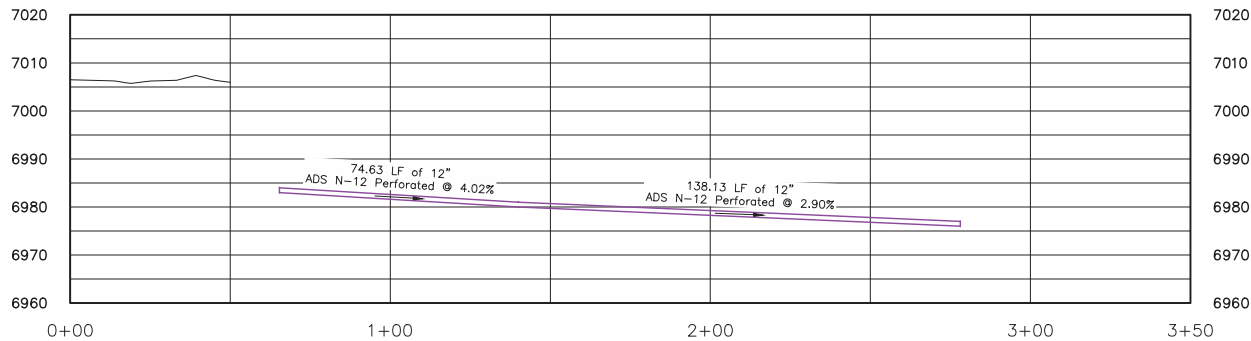
SLOPE DRAIN A



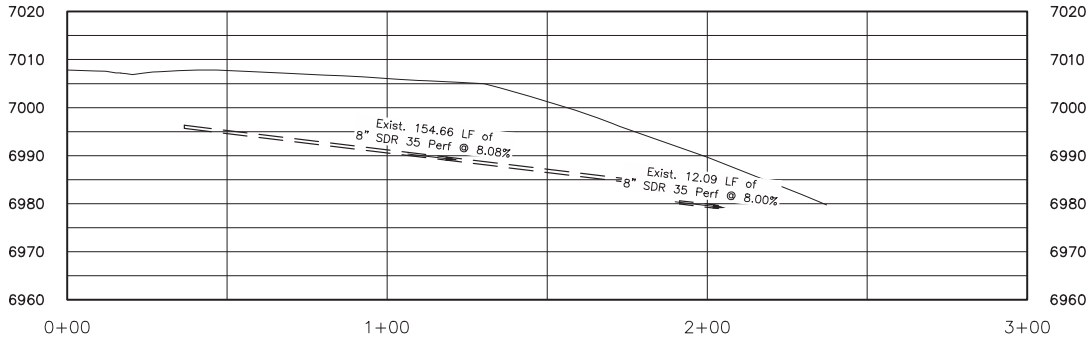
SLOPE DRAIN B  
(NOT BUILT)



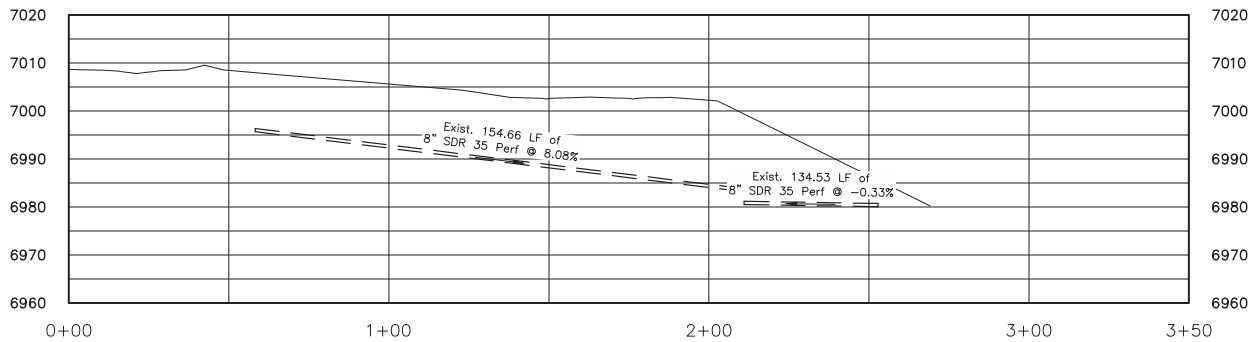
SLOPE DRAIN C



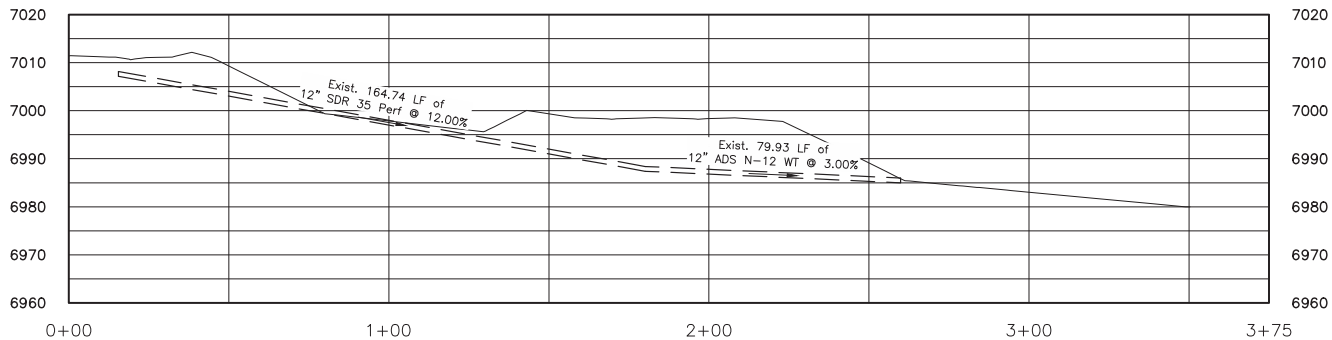
SLOPE DRAIN D



SLOPE DRAIN E

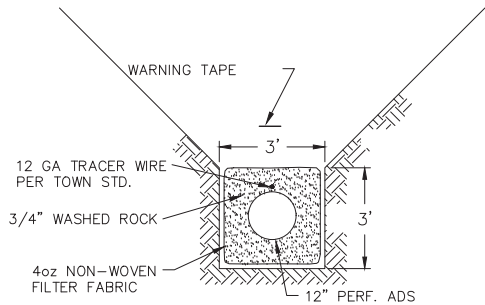


SLOPE DRAIN F  
(NOT BUILT)



SLOPE DRAIN G

- NOTE:
- ① CONNECT SEWER SUBDRAIN (UPPER SLOPE DRAIN)
  - ② CONNECT LOWER SLOPE DRAIN



12" SLOPE DRAIN DETAIL

NTS

NO	DATE	REVISIONS	BY
5	9/30/08	PRESERVE DRIVE RE-ALIGNMENT	JR
4	6/05/08	REVIEW COMMENTS DATED 6/04/2008	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
1	12/03/07	REVIEW COMMENTS	JR

DESIGNED BY	SCALE	CHECKED BY	DATE SUBMITTED
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DESIGN	DRAFT		

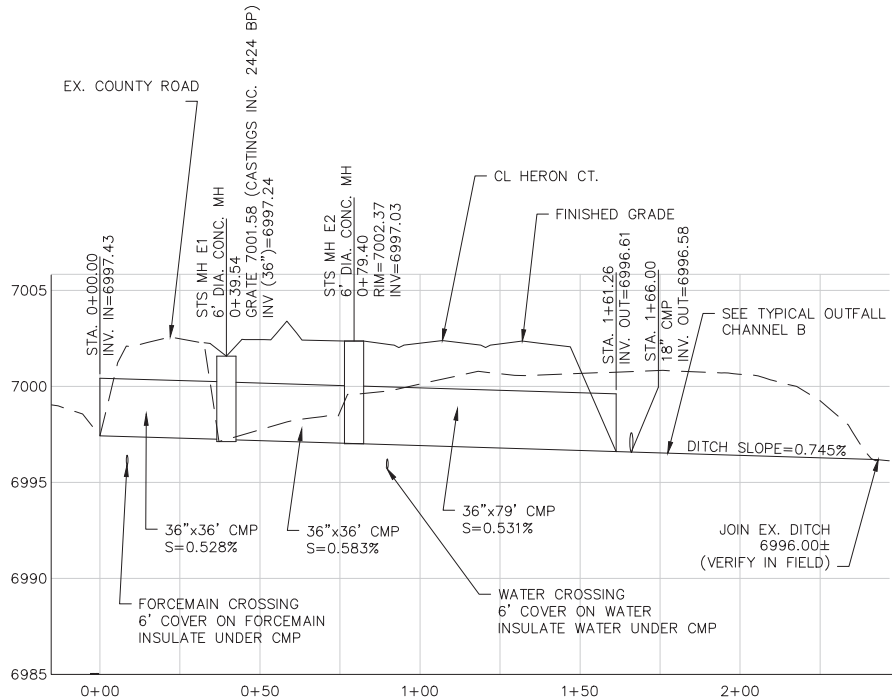
THE PRESERVE RIDGWAY, COLORADO
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SLOPE DRAIN PROFILES
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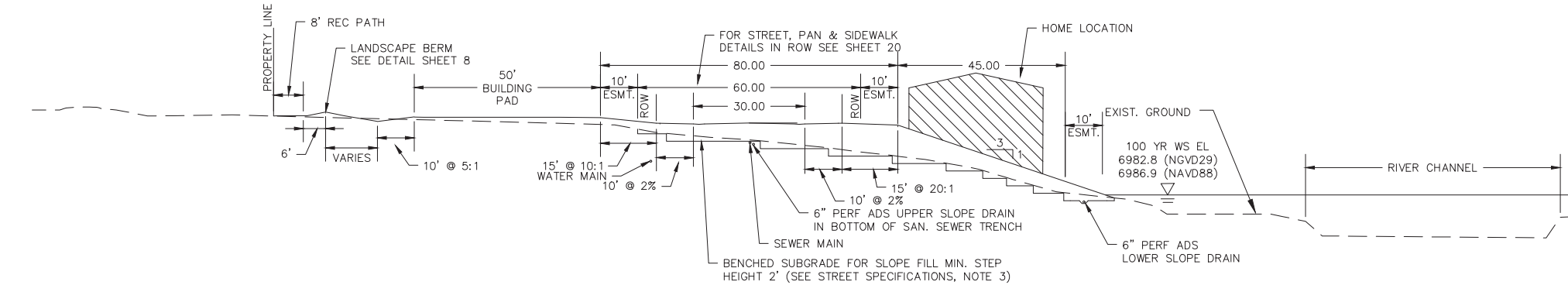
DMC JOB NO.	24018
SHEET NO.	08
OF	27
SHEETS	



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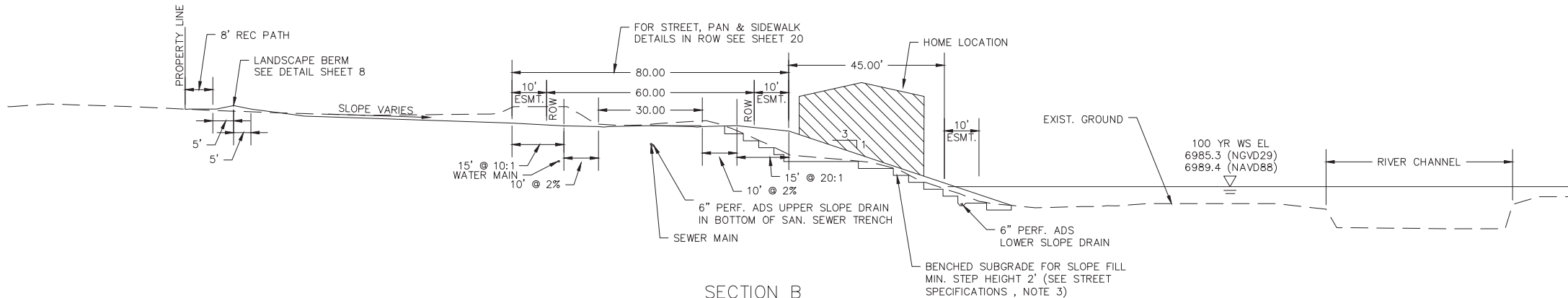


DETAIL E  
CHANNEL B PLAN & PROFILE



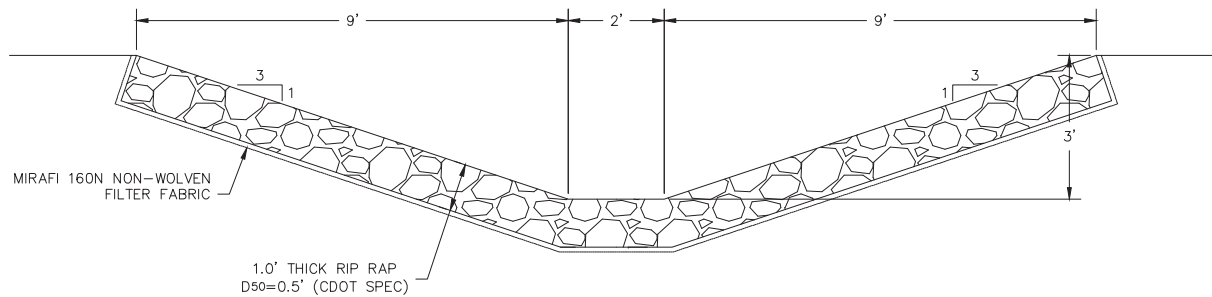
SECTION A  
TYPICAL NORTH SIDE SECTION  
(LOOKING NORTH)

1" = 20'



SECTION B  
TYPICAL SOUTH SIDE SECTION  
(LOOKING NORTH)

1" = 20'



TYPICAL OUTFALL CHANNEL B

1"=2'

NO	DATE	REVISIONS	BY
1	12/03/07	REVIEW COMMENTS	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR

	DESIGNED BY	CHECKED BY	2024-09-04
	DATE ISSUED	DATE REVISION	
SCALE	FILE NAME	24018C-SHEETS.DWG	
DESIGN	DRAFT		

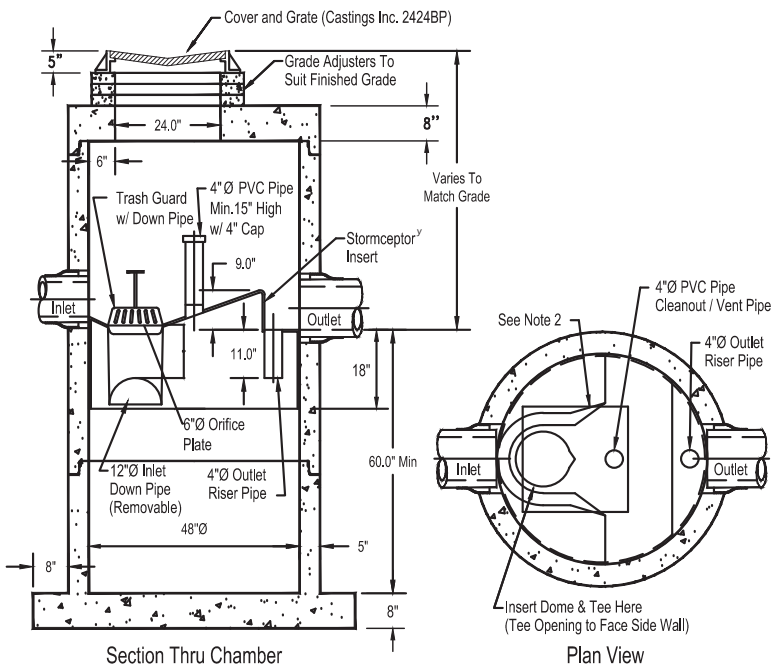
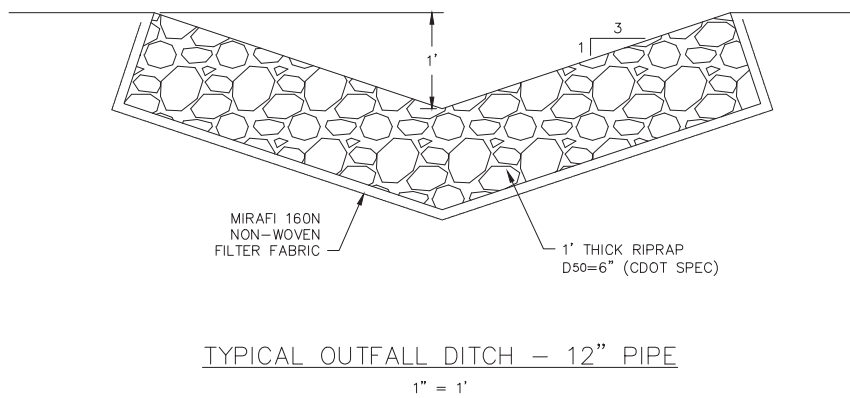
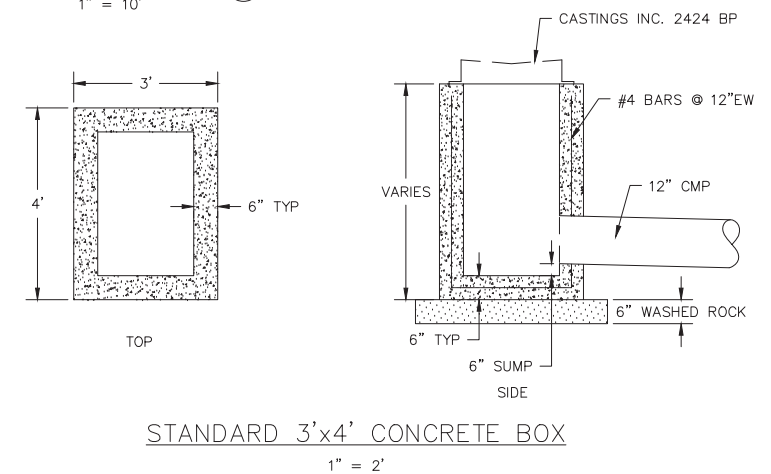
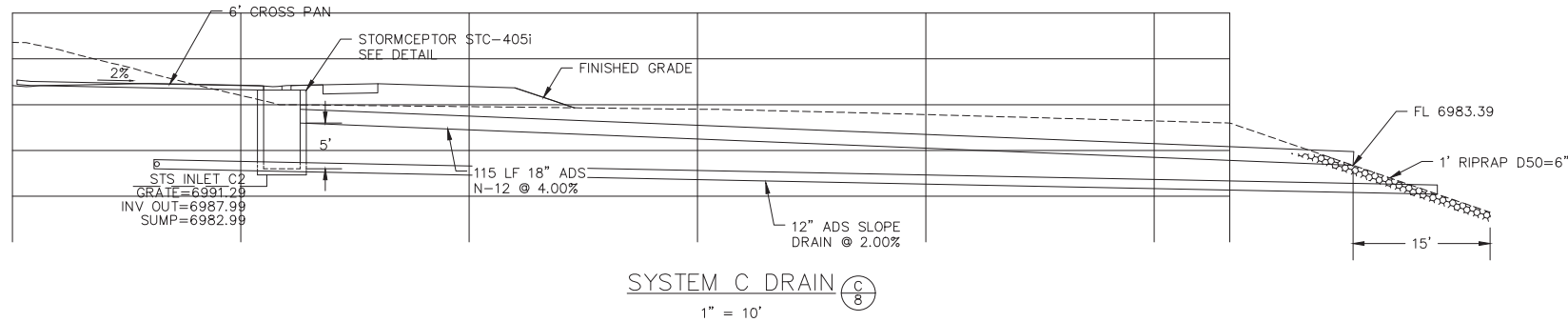
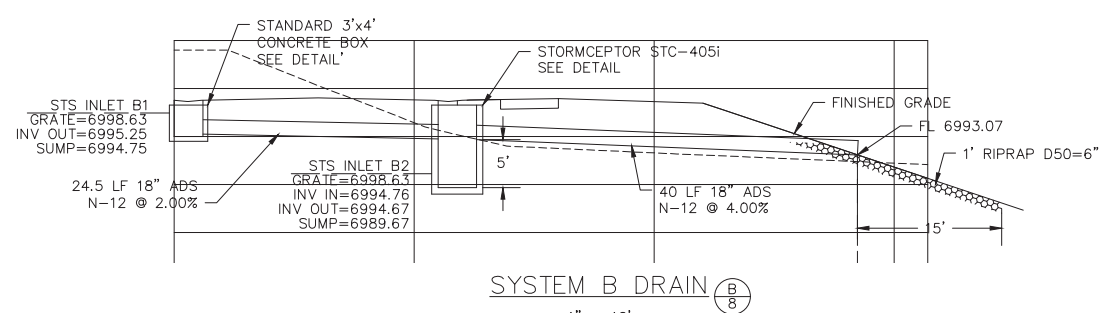
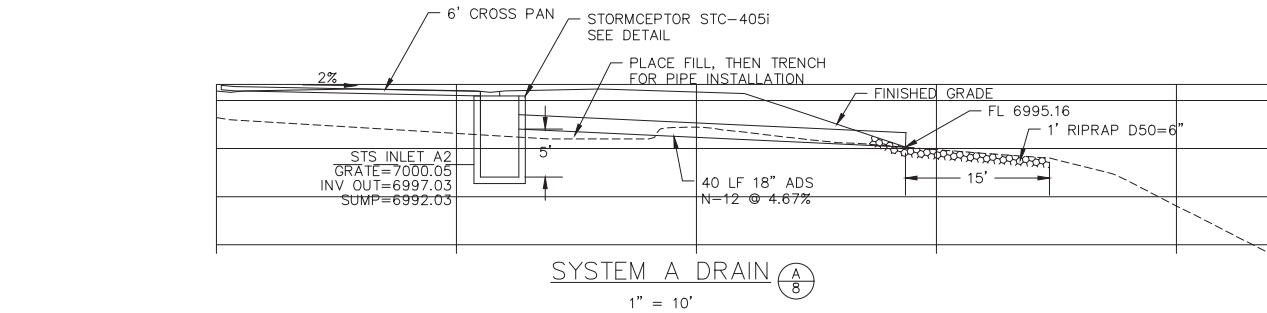
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THE PRESERVE RIDGWAY, COLORADO	TYPICAL GRADING SECTIONS
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DMC JOB NO.	24018
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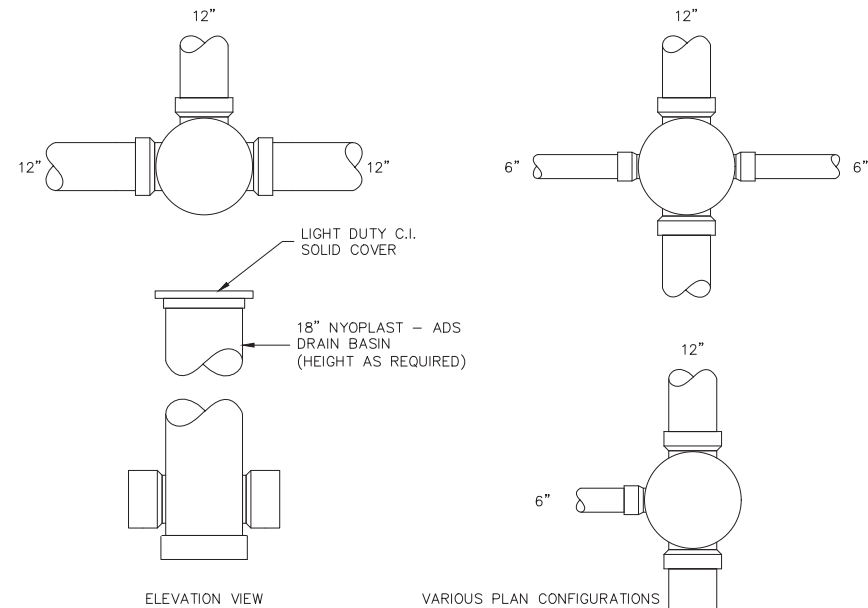
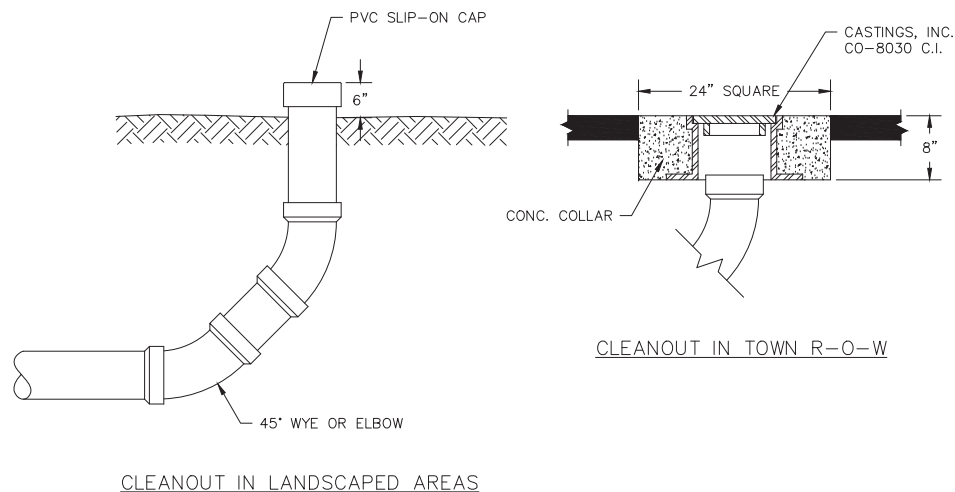
SHEET NO.	09
OF	27
SHEETS	

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- Notes:
1. The use of a Flexible Connection is recommended at The Inlet and Outlet Pipe.
  2. The Cover should be positioned over The Inlet Drop Pipe and The Vent Pipe.
  3. The Stormceptor System is protected by one or more of the following U.S. Patents: #4985148, #5498331, #5725760, #5753115, #5849181, #6068765, #6371690.
  4. Contact a Concrete Pipe Division representative for details not listed on this sheet.

Rinker 027



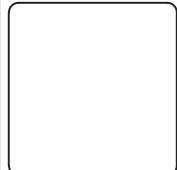
CLEANOUT DETAILS  
N.T.S.

ADS SLOPE DRAINS  
DRAIN BASIN DETAILS  
N.T.S.

STORMCEPTOR DETAIL

NO	DATE	REVISIONS	BY
4	6/05/08	REVIEW COMMENTS DATED 06/04/08	JR
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
1	12/03/07	REVIEW COMMENTS	JR

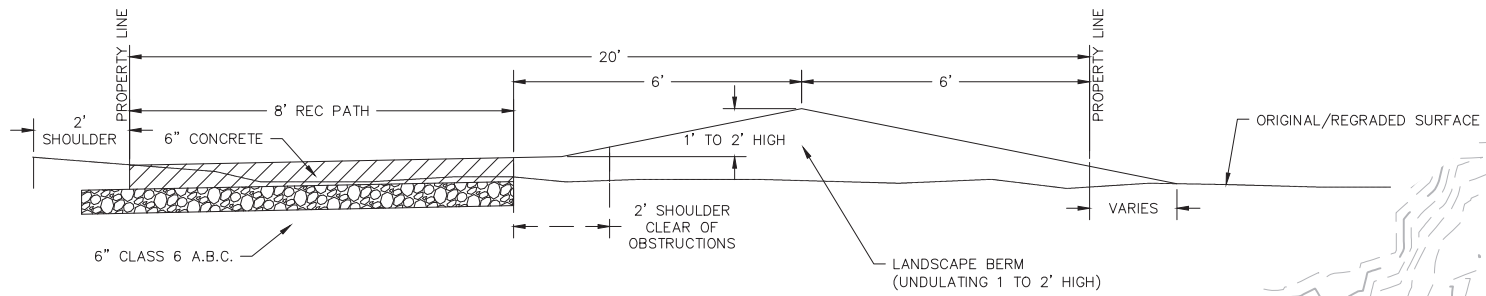
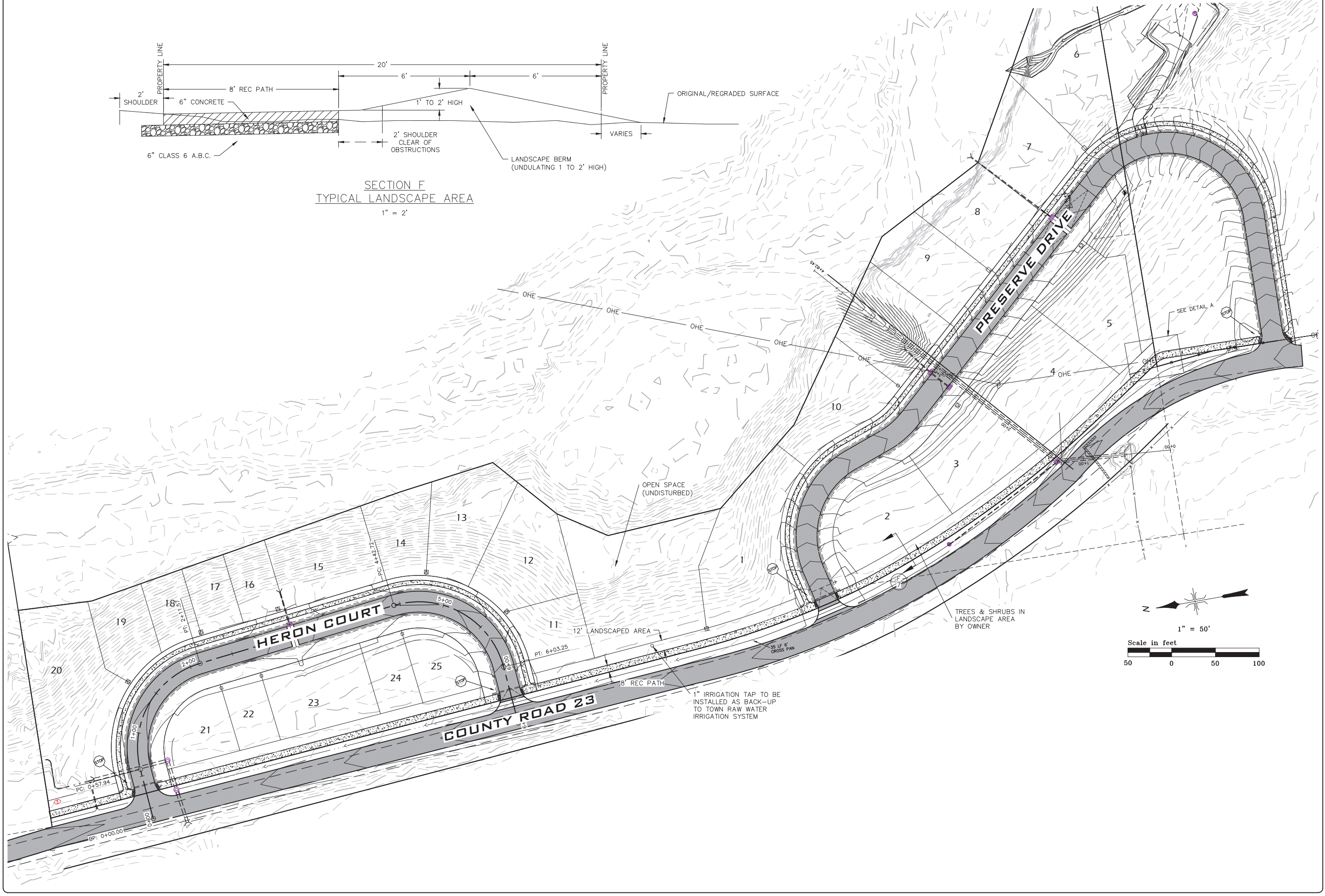
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DRAFT	DESIGNED BY	DATE	



THE PRESERVE RIDGWAY, COLORADO	SUBDRAIN PROFILES AND DETAILS
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CMC JOB NO.	24018
SHEET NO.	10
OF	27
SHEETS	

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NO	DATE	REVISIONS	BY
4	9/30/08	PRESERVE DRIVE RE-ALIGNMENT	JR
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
1	12/03/07	REVIEW COMMENTS	JR



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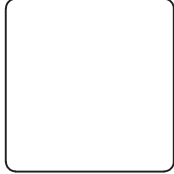
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SCALE: **DATE**

FILE NAME: **24018C\_SHEETS.DWG**

DATE SUBMITTED: **2024-09-04**

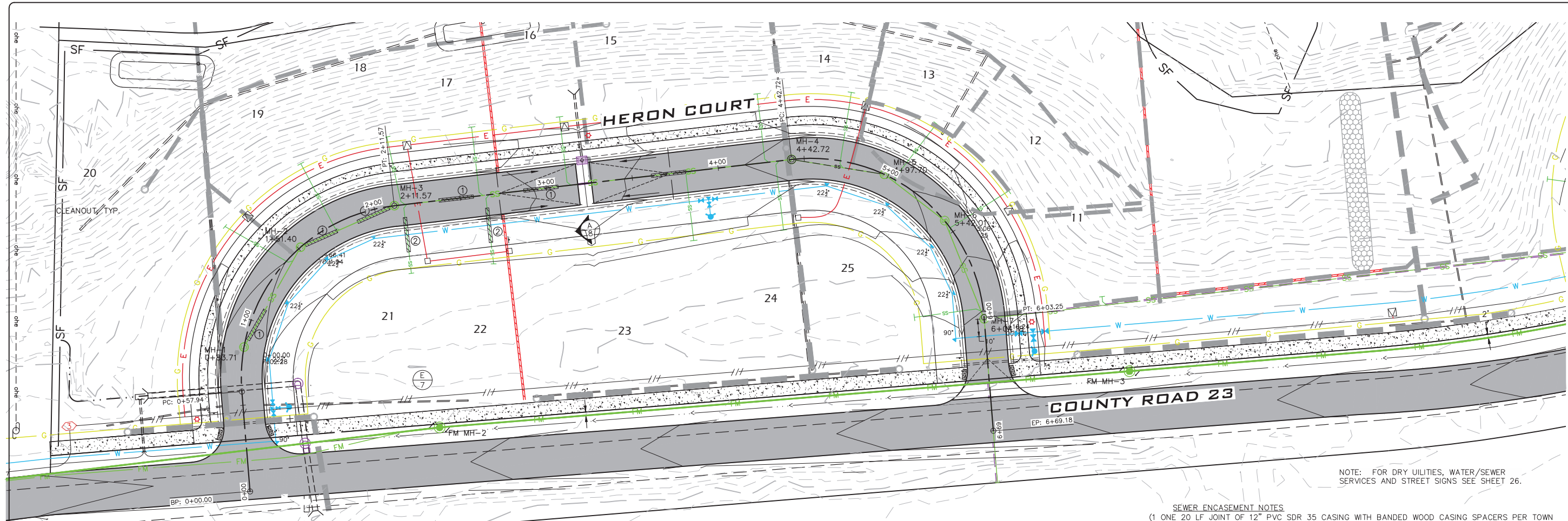


THE PRESERVE  
RIDGWAY, COLORADO

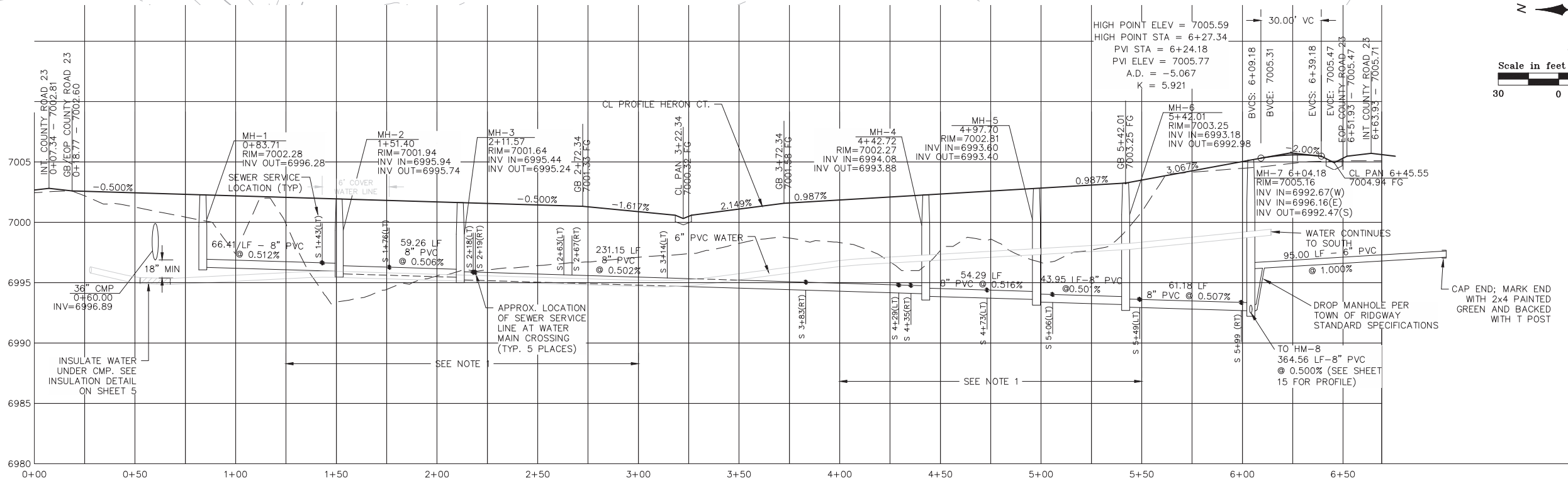
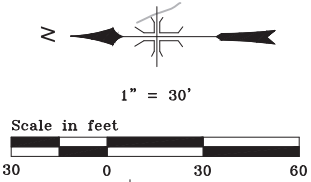
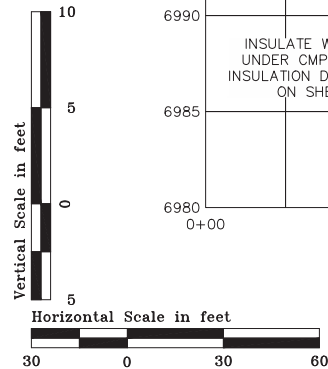
IRRIGATION AND LANDSCAPING PLAN




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- SEWER ENCASEMENT NOTES**
- (1) ONE 20 LF JOINT OF 12" PVC SDR 35 CASING WITH BANDED WOOD CASING SPACERS PER TOWN SPECIFICATIONS CENTERED ON WATER SERVICE LINES AT STATIONS 0+98, 1+64, 1+99 AND 2+97.
  - (2) ONE 20 LF JOINT OF 8" PVC SDR 35 CASING WITH BANDED WOOD CASING SPACERS PER TOWN SPECIFICATIONS CENTERED ON WATER MAIN AT STATIONS 2+19 AND 2+63.



NO	DATE	REVISIONS	BY
1	12/03/07	REVIEW COMMENTS	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
4	9/30/08	PRESERVE DRIVE RE-ALIGNMENT	JR



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1425 Colorado Blvd., Suite 100  
Boulder, CO 80502  
www.del-mont.com | 303.442.2271

DESIGNED BY: **DMC**

DRAFT

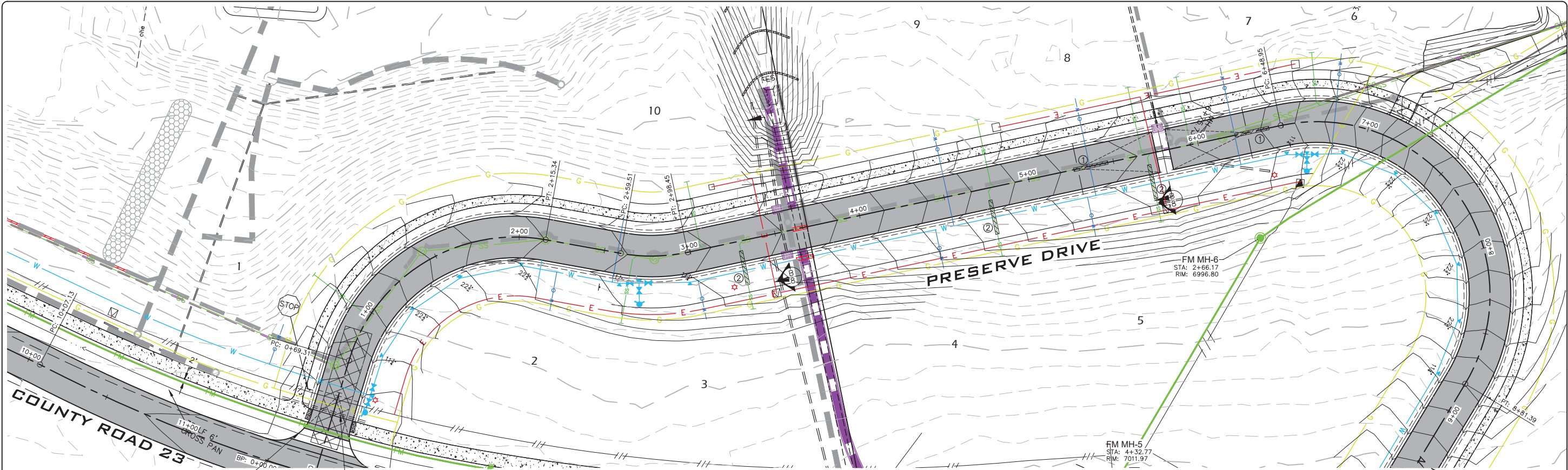
CHECKED BY:

DATE SUBMITTED: 2024-09-04

THE PRESERVE  
RIDGWAY, COLORADO

HERON COURT  
PLAN AND PROFILES





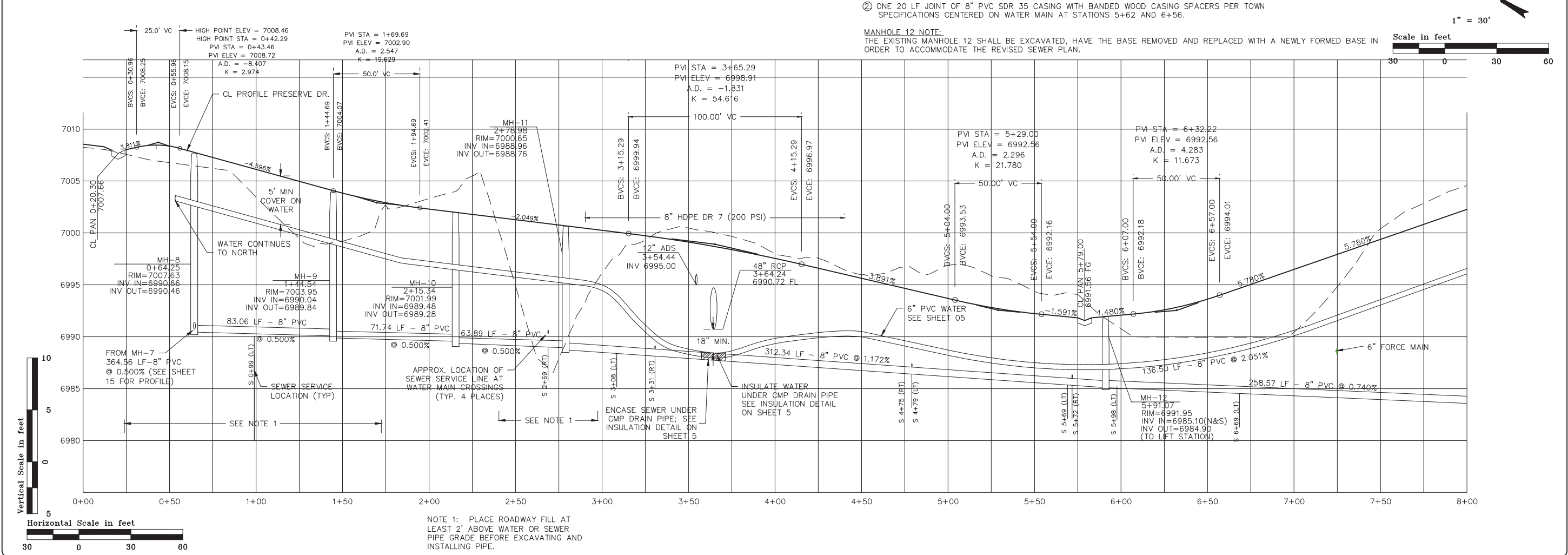
NOTE: FOR DRY UTILITIES, WATER/SEWER SERVICES AND STREET SIGNS SEE SHEET 27.

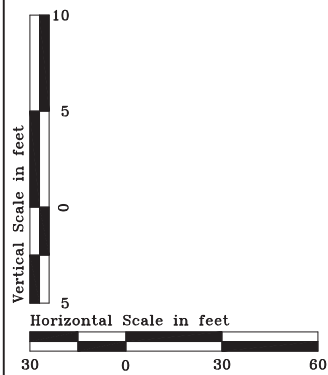
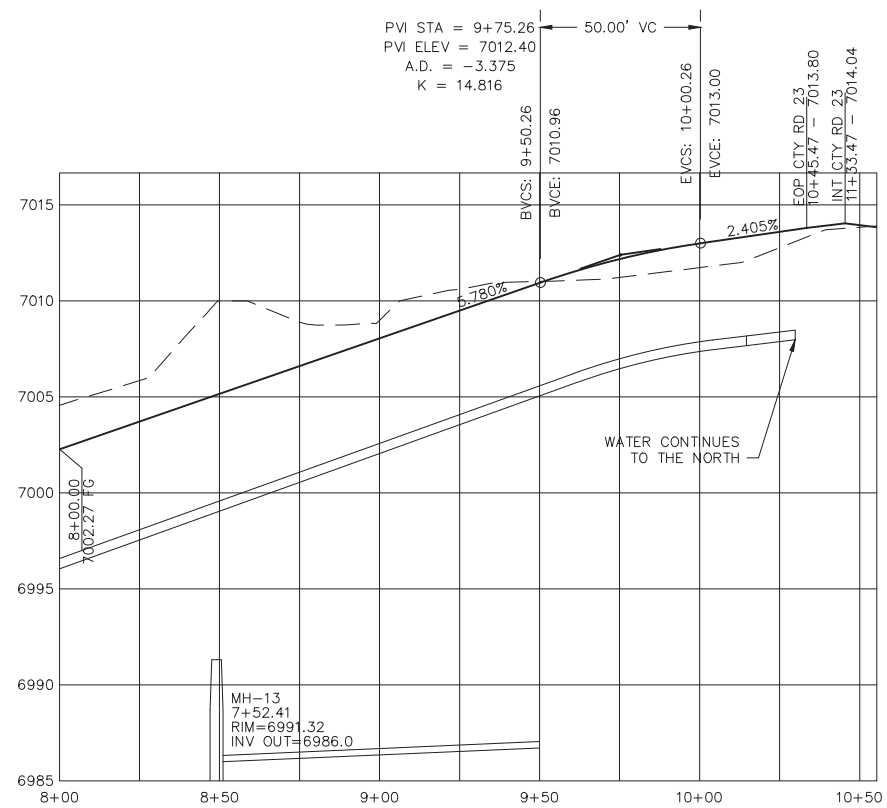
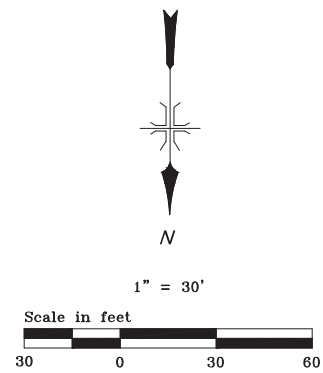
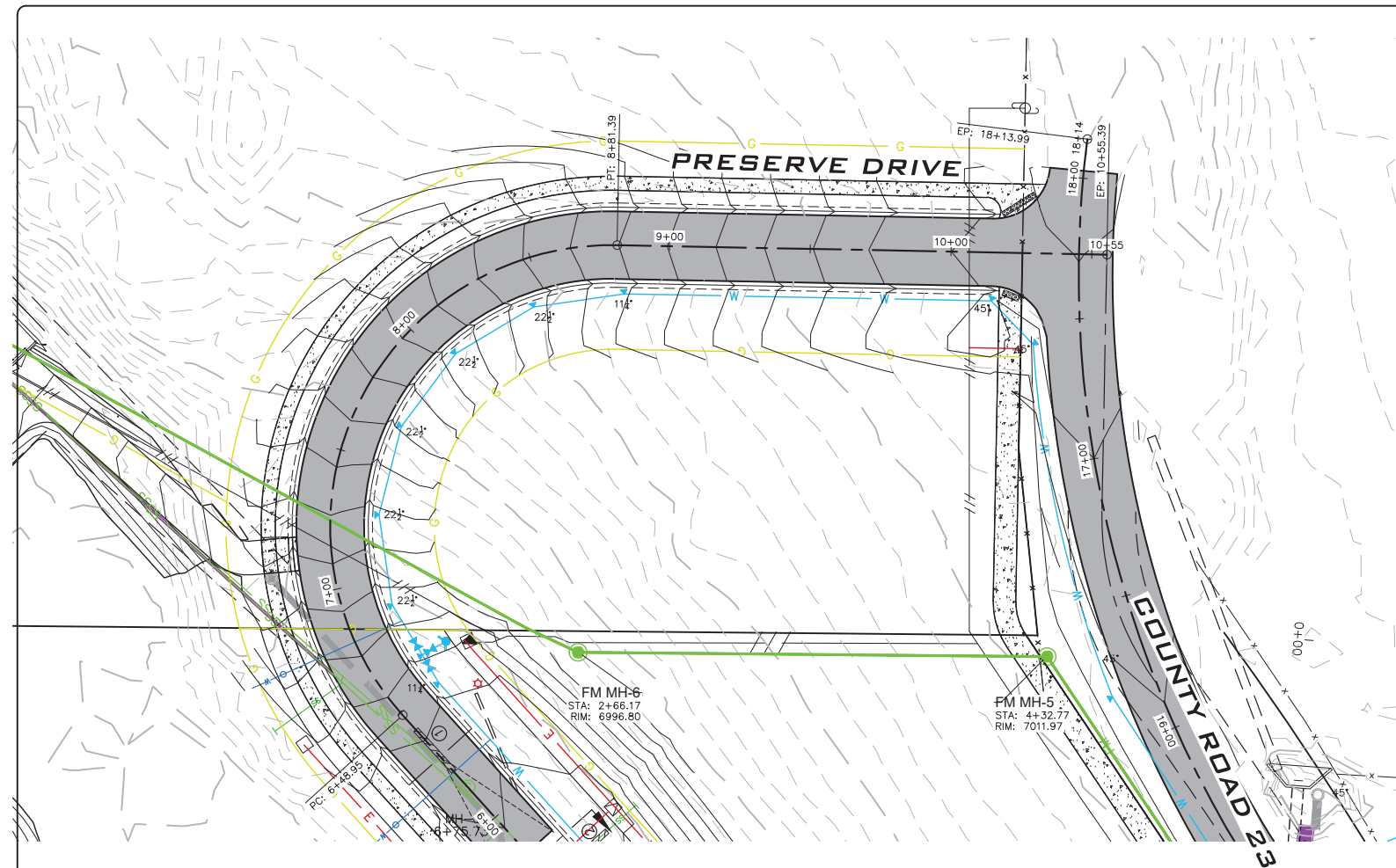
SEWER ENCASEMENT NOTES

① ONE 20 LF JOINT OF 12" PVC SDR 35 CASING WITH BANDED WOOD CASING SPACERS PER TOWN SPECIFICATIONS CENTERED ON WATER SERVICE LINES AT STATIONS 6+21 AND 7+06.

② ONE 20 LF JOINT OF 8" PVC SDR 35 CASING WITH BANDED WOOD CASING SPACERS PER TOWN SPECIFICATIONS CENTERED ON WATER MAIN AT STATIONS 5+62 AND 6+56.

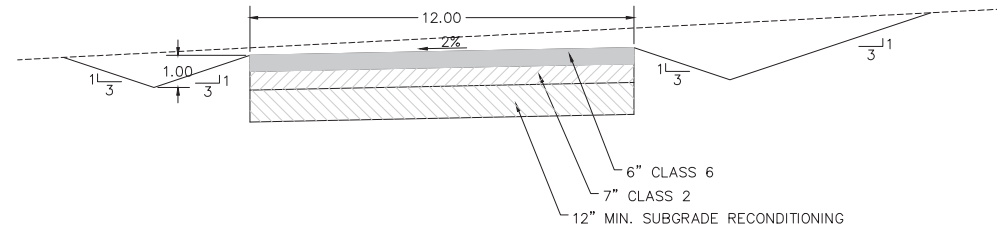
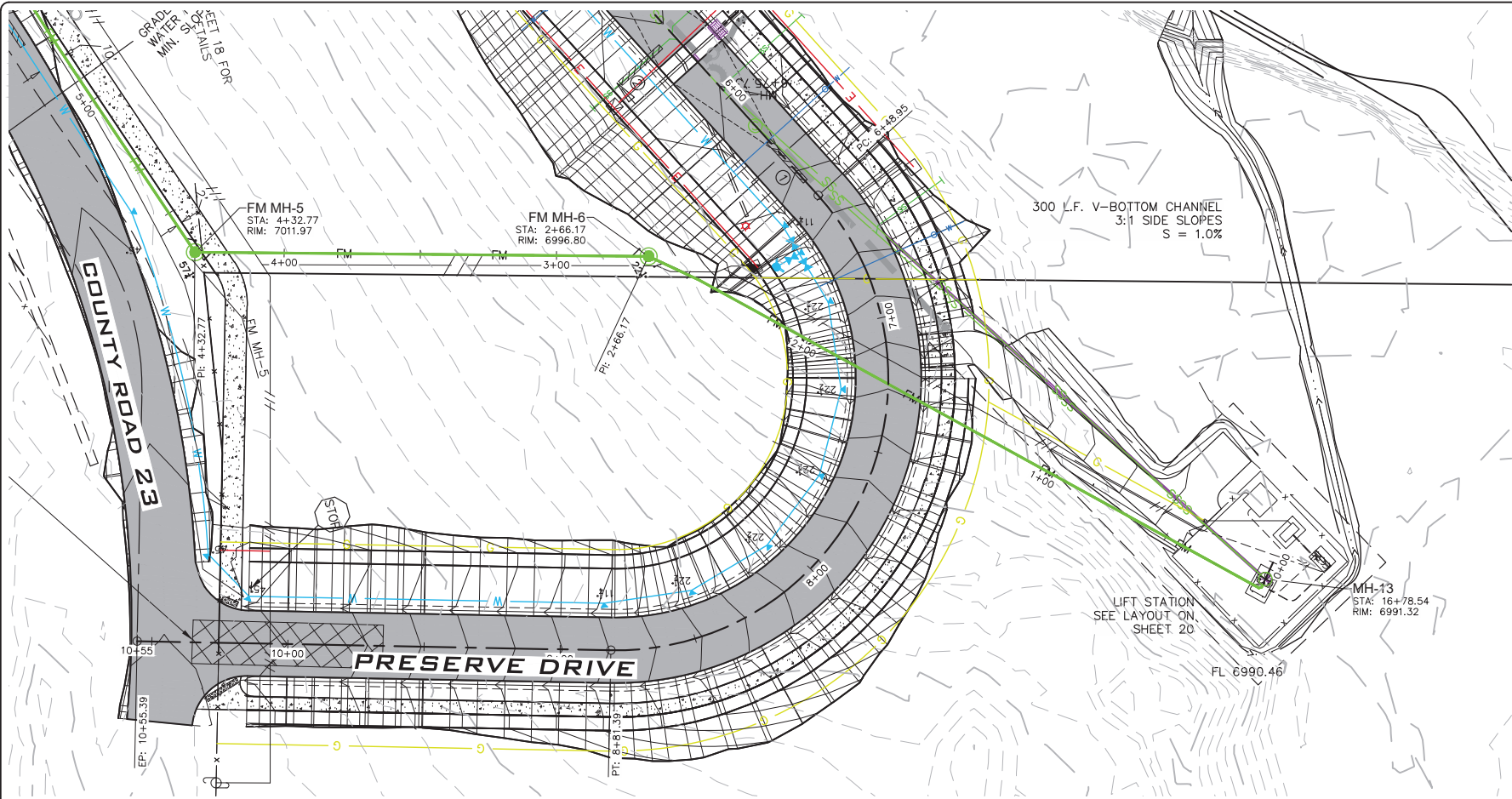
MANHOLE 12 NOTE:  
THE EXISTING MANHOLE 12 SHALL BE EXCAVATED, HAVE THE BASE REMOVED AND REPLACED WITH A NEWLY FORMED BASE IN ORDER TO ACCOMMODATE THE REVISED SEWER PLAN.



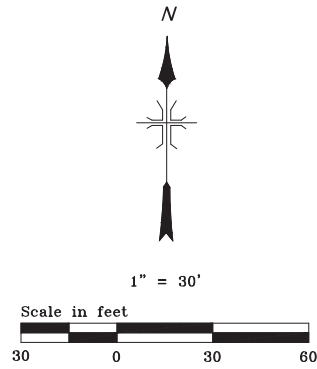




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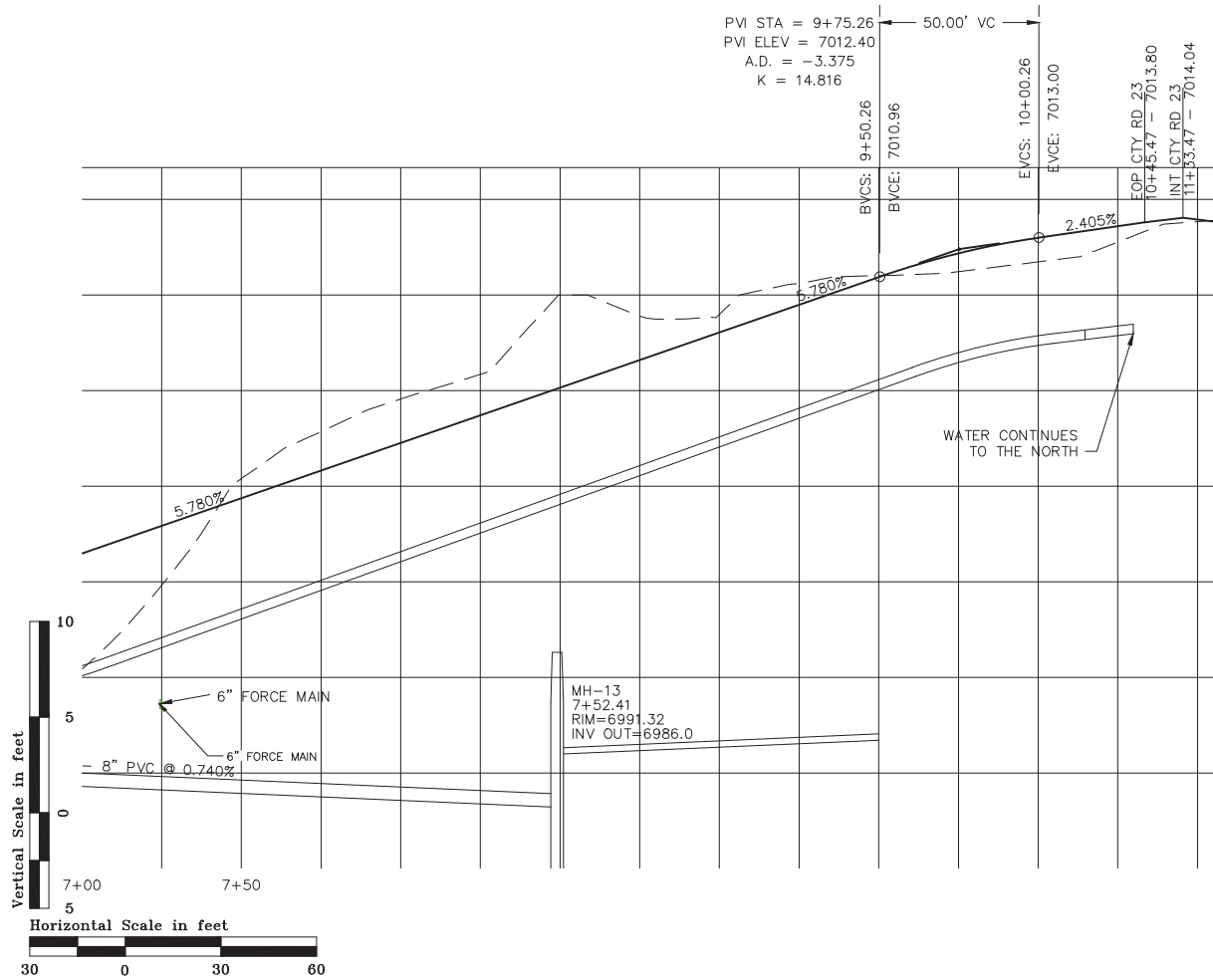
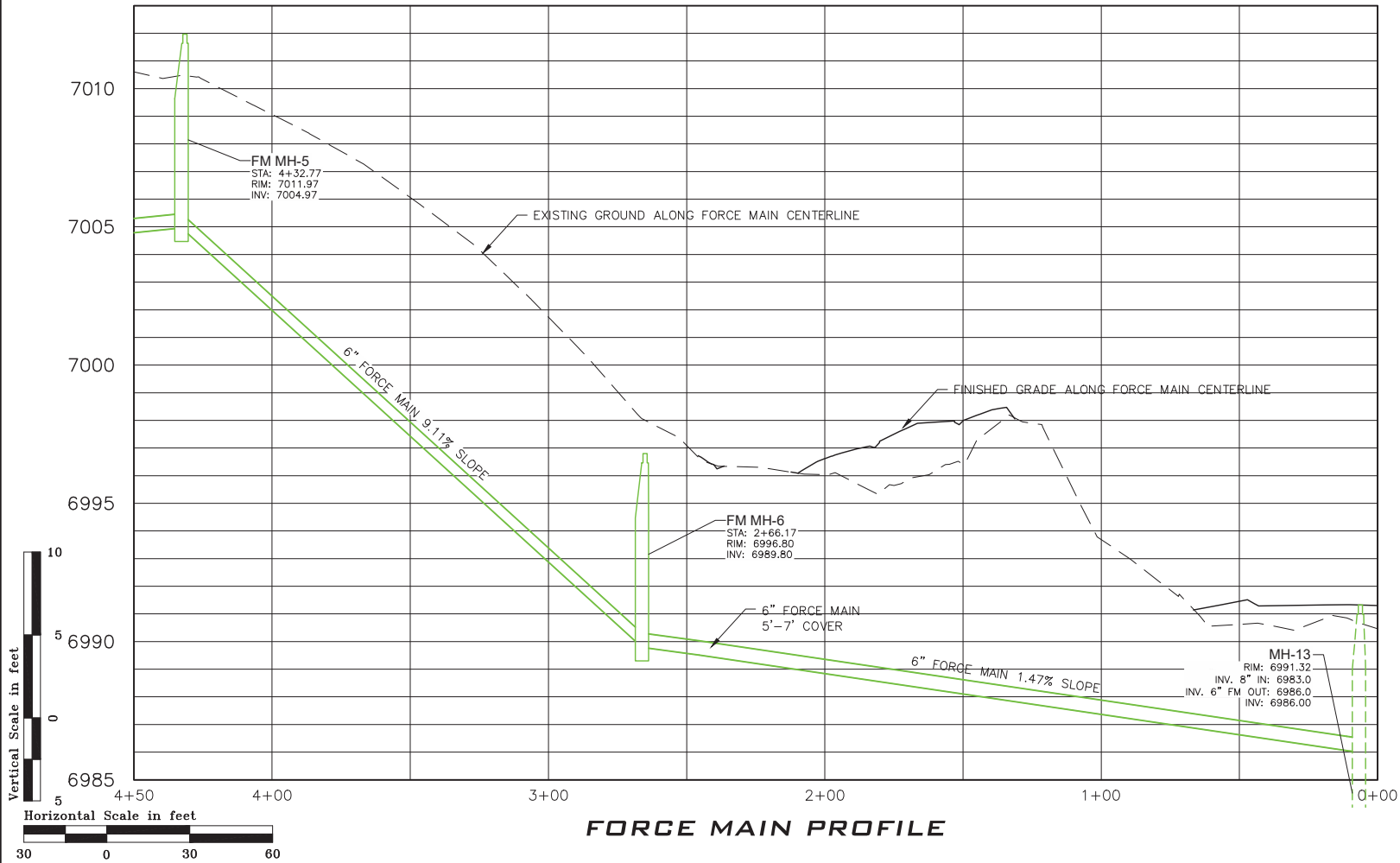


LIFT STATION ACCESS ROAD  
SECTION A-A



LEGEND

- FM PROPOSED FORCE MAIN
- SS PROPOSED SANITARY SEWER
- W PROPOSED WATER LINE
- G PROPOSED GAS LINE
- E PROPOSED BURIED POWER



NO	DATE	REVISIONS	BY
4	9/30/08	PRESERVE DRIVE RE-ALIGNMENT	JR
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
1	12/03/07	REVIEW COMMENTS	JR



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CHECKED BY

FILE NAME

24018C-SHEETS.DWG

SCALE

2024-09-04



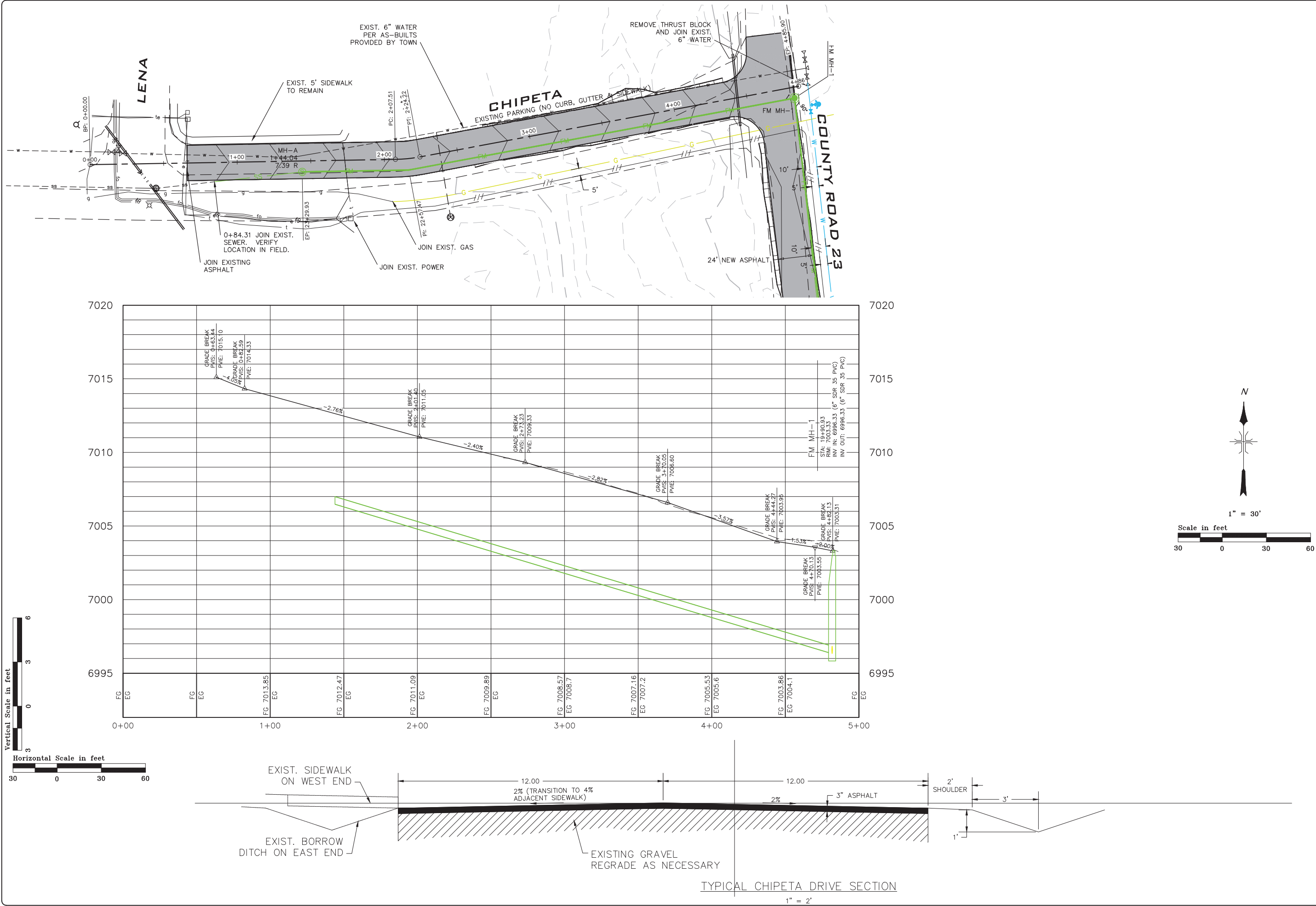
THE PRESERVE  
RD/WAY, COLORADO


LIFT STATION  
CONSTRUCTION DETAILS

DMC JOB NO.: 24018

SHEET NO.: 15  
OF 27 SHEETS

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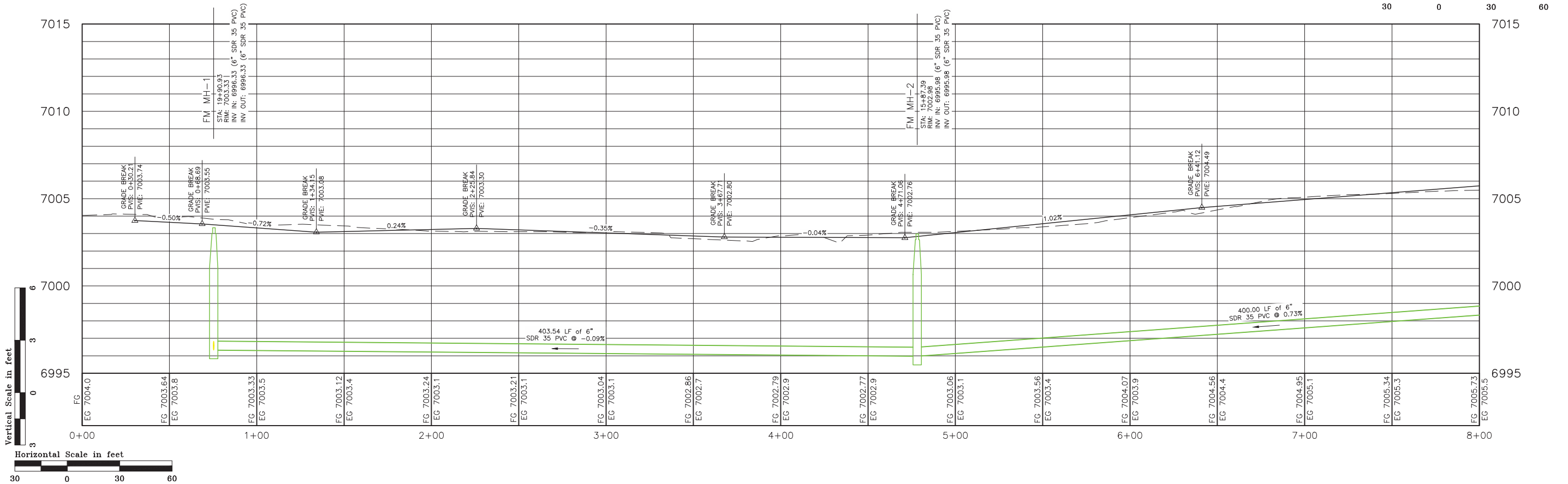
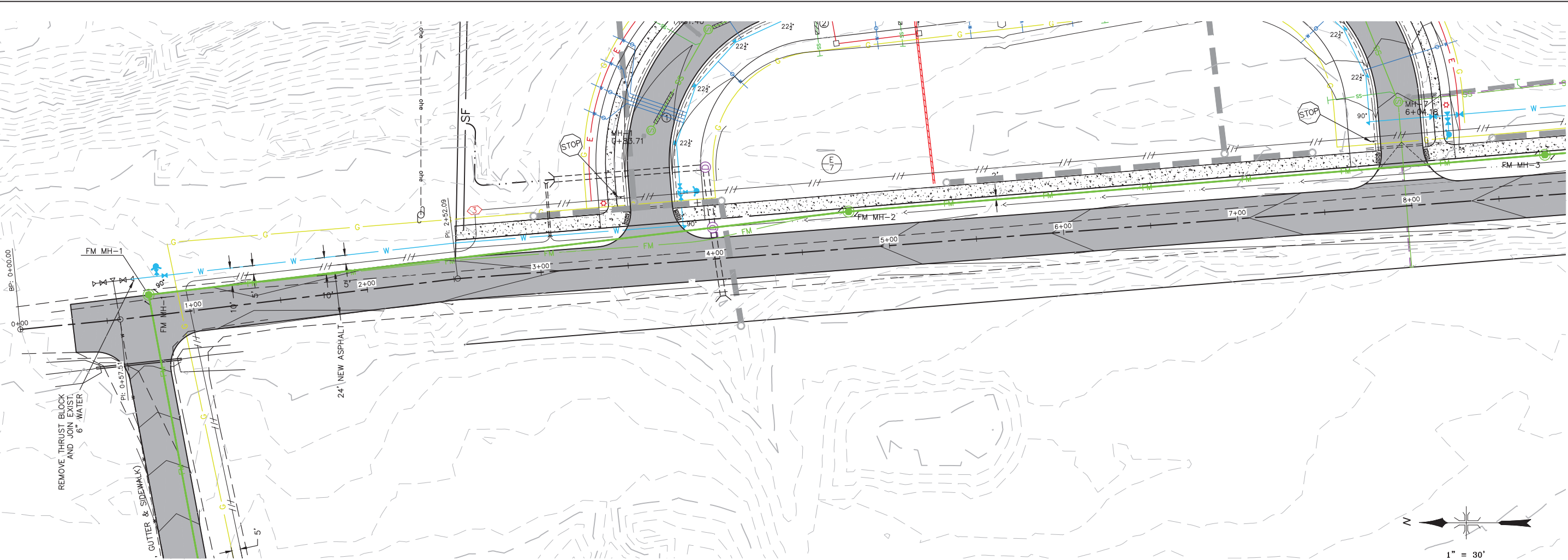
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 CHECKED BY: **DESIGN**  
 DATE: 2024-09-04  
 DATE: 2024-09-04

NO	DATE	REVISIONS	BY
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3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
1	12/03/07	REVIEW COMMENTS	JR


THE PRESERVE  
 RIDGWAY, COLORADO

CHIPETA DRIVE  
 PLAN, PROFILE AND TYPICAL SECTION

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NO	DATE	REVISIONS	BY
1	12/03/07	REVIEW COMMENTS	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
4	9/30/08	FORCE MAIN RE-ALIGNMENT	JR



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SCALE

CHECKED BY

DATE SUBMITTED

24018C - SUBMIT TO DMC

2024-09-04

FILE NAME

DRAFT

DESIGN

DESIGN

DMC JOB NO.

24018

SHEET NO.

17

OF

27

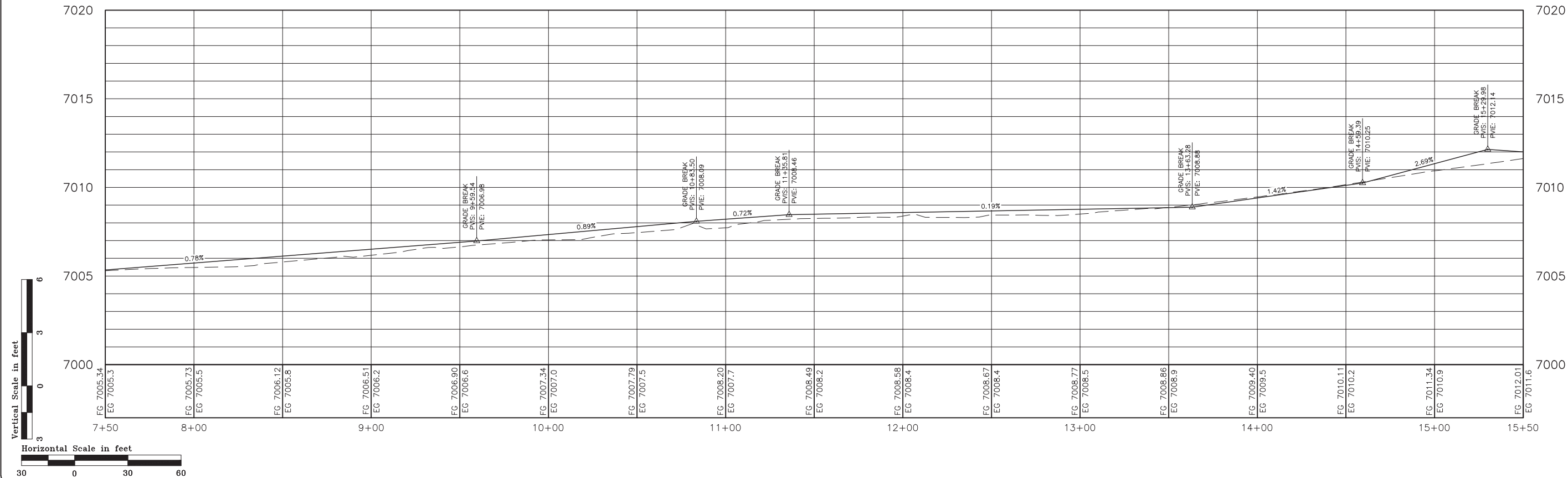
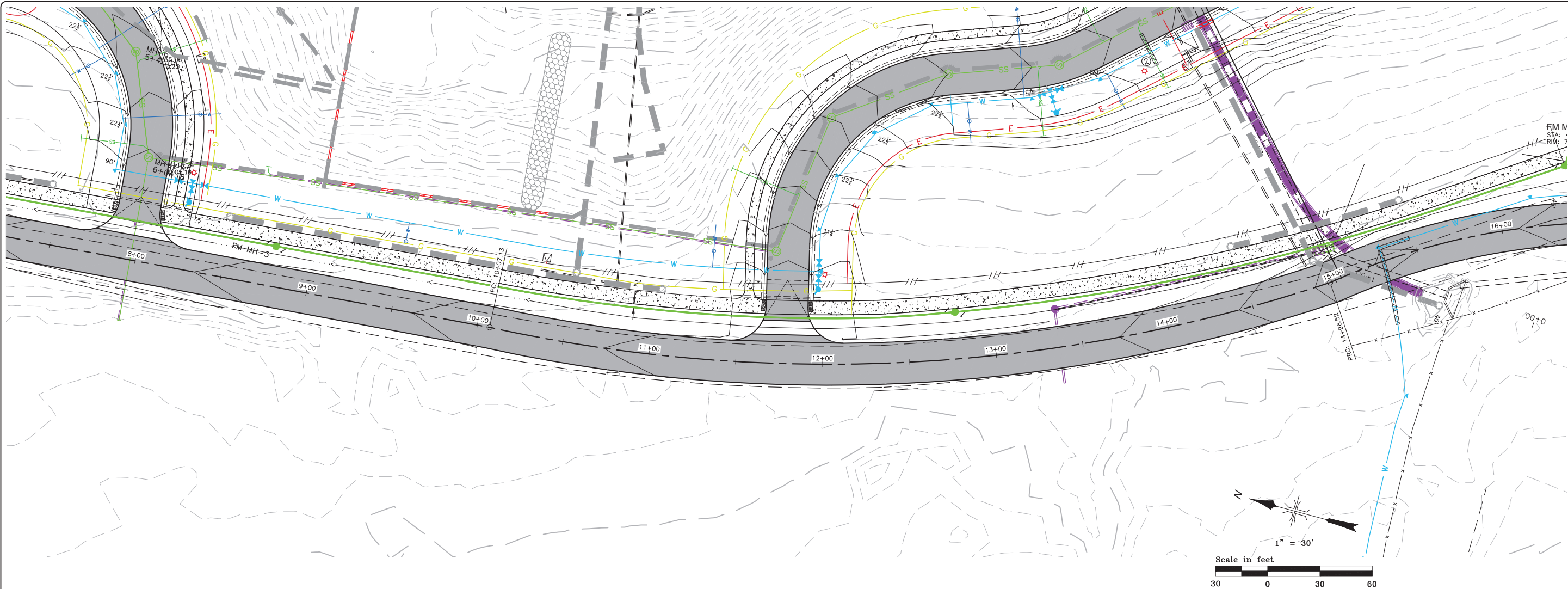
SHEETS

THE PRESERVE  
RD\GWAY, COLORADO


COUNTY ROAD 23  
PLAN AND PROFILES



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NO	DATE	REVISIONS	BY
1	12/03/07	REVIEW COMMENTS	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
4	9/30/08	PRESERVE DRIVE RE-ALIGNMENT	JR



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SCALE

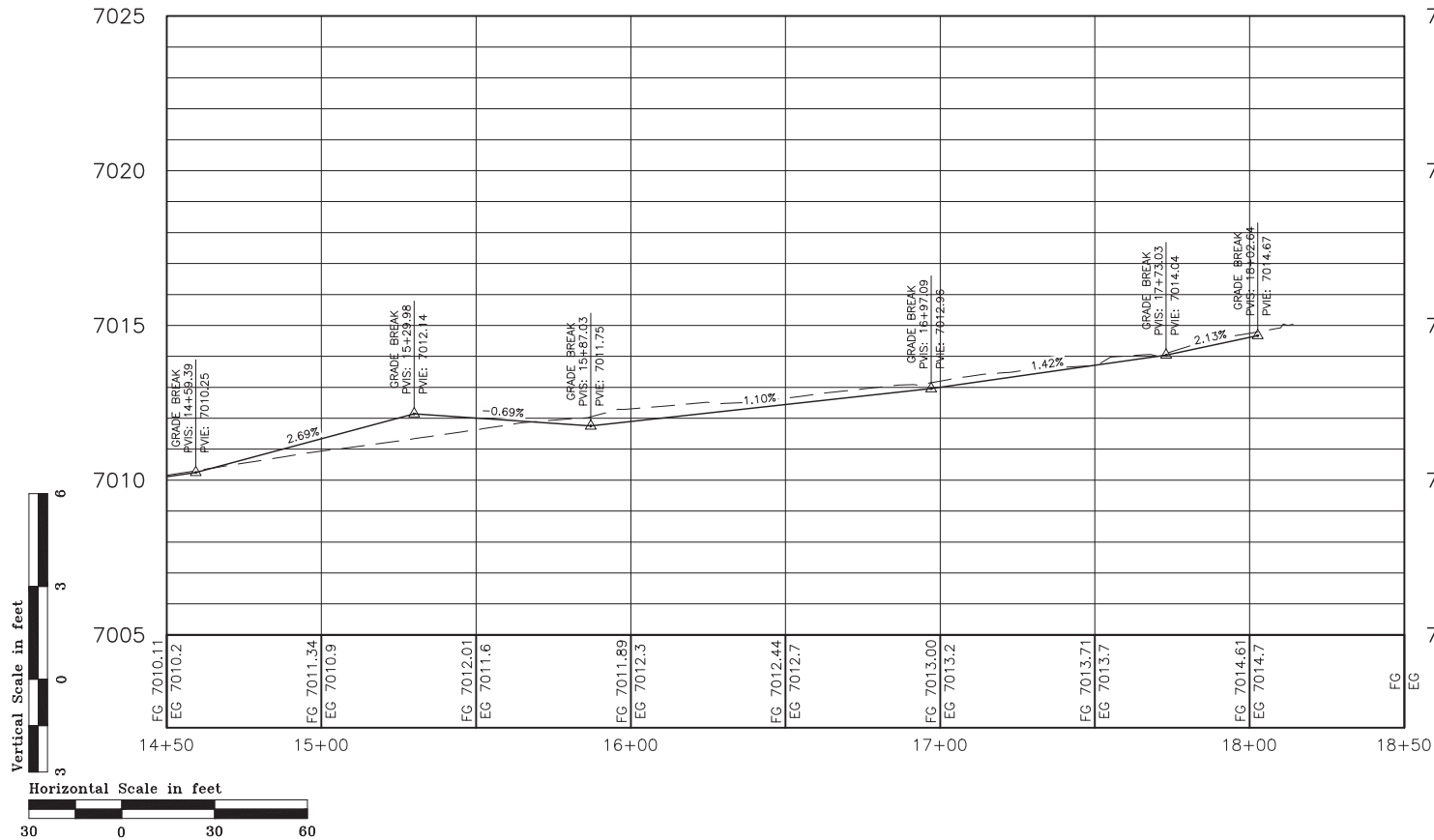
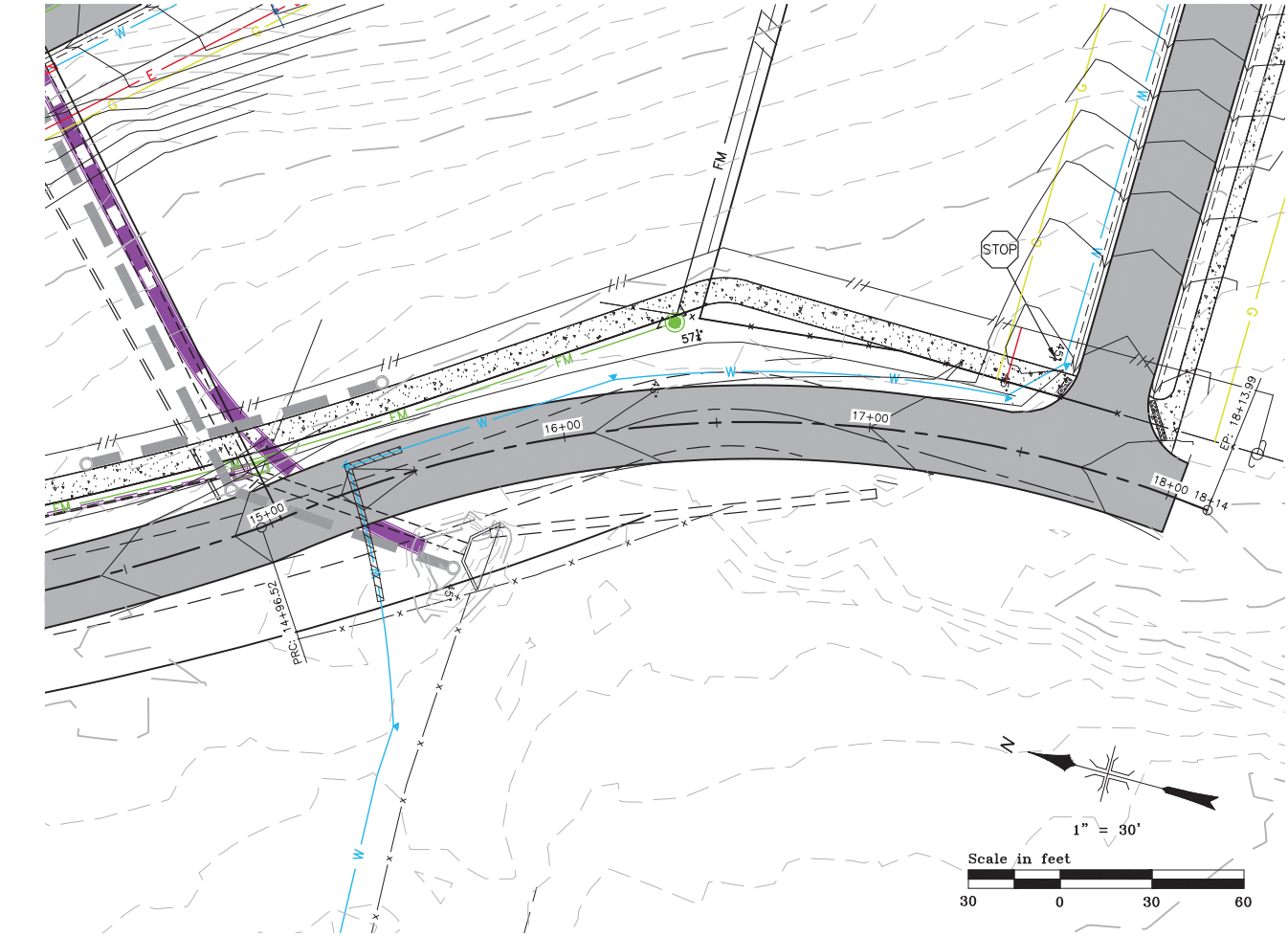
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2024-09-04

THE PRESERVE  
RIDGWAY, COLORADO

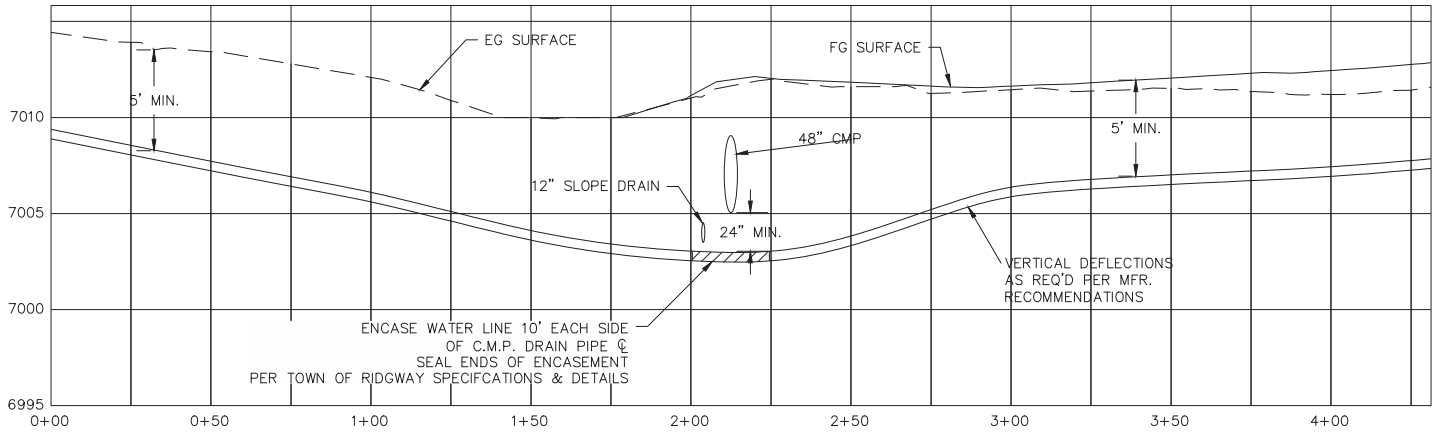
COUNTY ROAD 23  
PLAN AND PROFILES

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Vertical Scale in feet

Horizontal Scale in feet



WATER LINE PROFILE

NO	DATE	REVISIONS	BY
1	12/03/07	REVIEW COMMENTS	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
4	9/30/08	PRESERVE DRIVE RE-ALIGNMENT	JR

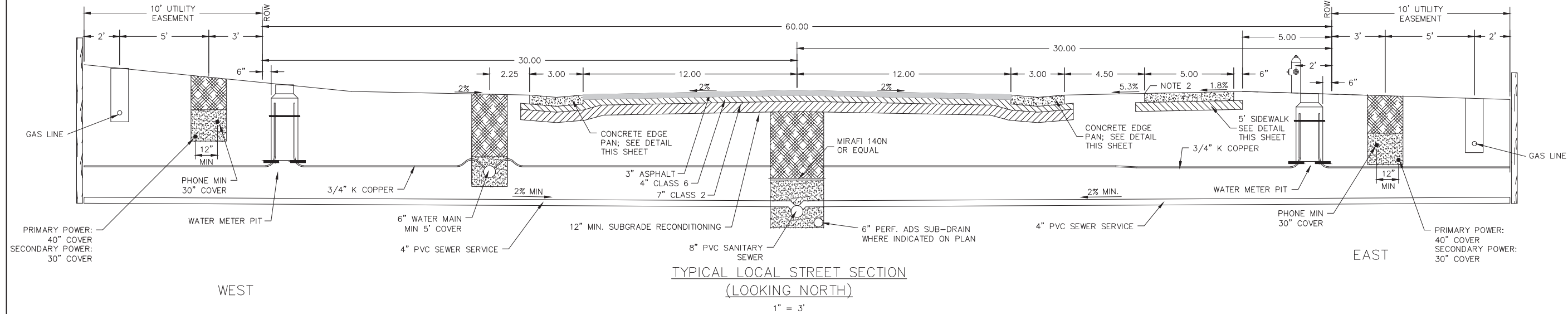
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DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. Montrose, CO 81401 (970) 249-2291 www.del-mont.com		2024-09-04	

THE PRESERVE RIDGWAY, COLORADO	
COUNTY ROAD 23 PLAN AND PROFILES	

SHEET NO. 19	
SHEET NO. 27	

SHEET NO. 27	
SHEET NO. 27	

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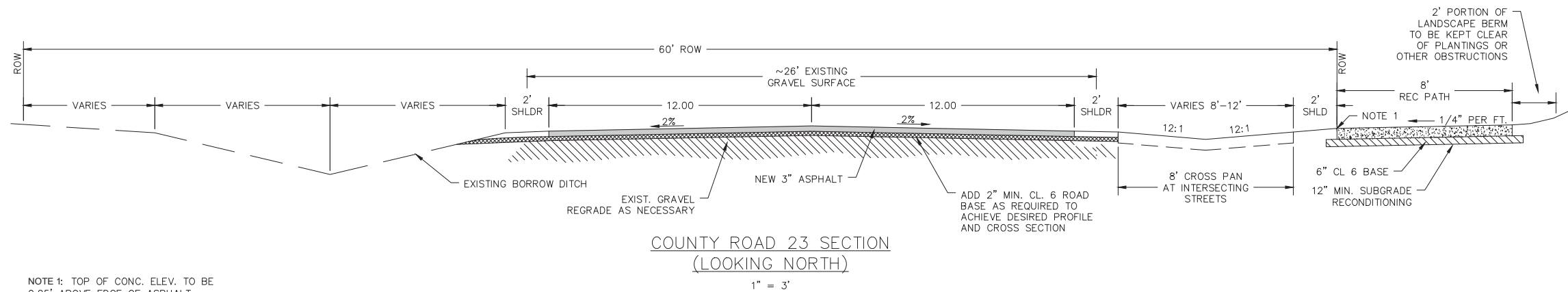


WEST

EAST

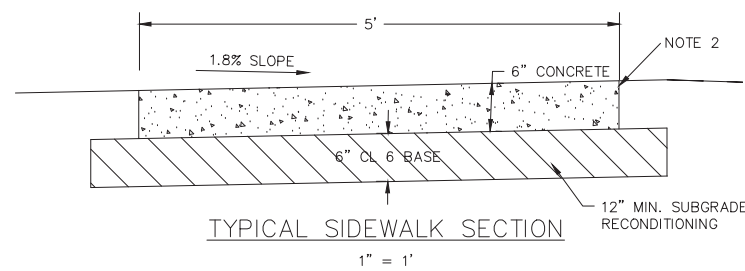
TYPICAL LOCAL STREET SECTION  
(LOOKING NORTH)

1" = 3'



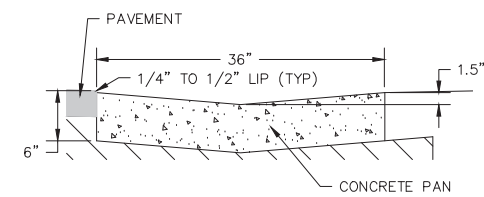
NOTE 1: TOP OF CONC. ELEV. TO BE  
0.25' ABOVE EDGE OF ASPHALT  
ON COUNTY ROAD 23

NOTE 2: TOP OF CONC. ELEV. TO BE  
0.24' ABOVE LIP OF EDGE PAN  
ON LOCAL STREET



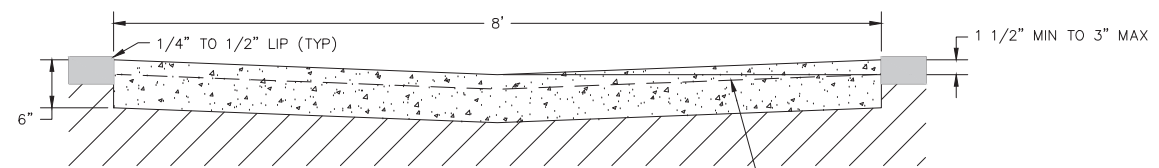
TYPICAL SIDEWALK SECTION

1" = 1'



TYPICAL EDGE PAN

1" = 1'



TYPICAL CROSS PAN

1" = 1'

NO	DATE	REVISIONS	BY
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
1	12/03/07	REVIEW COMMENTS	JR

DESIGNED BY	SCALE	DATE	2024-09-04
DRAWN BY	FILE NAME	DATE	2024-09-04
CHECKED BY	DATE	2024-09-04	
APPROVED BY	DATE	2024-09-04	

DESIGN	DRAFT
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THE PRESERVE RIDGWAY, COLORADO	ROAD CONSTRUCTION DETAILS
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DWG. JOB NO.	24018
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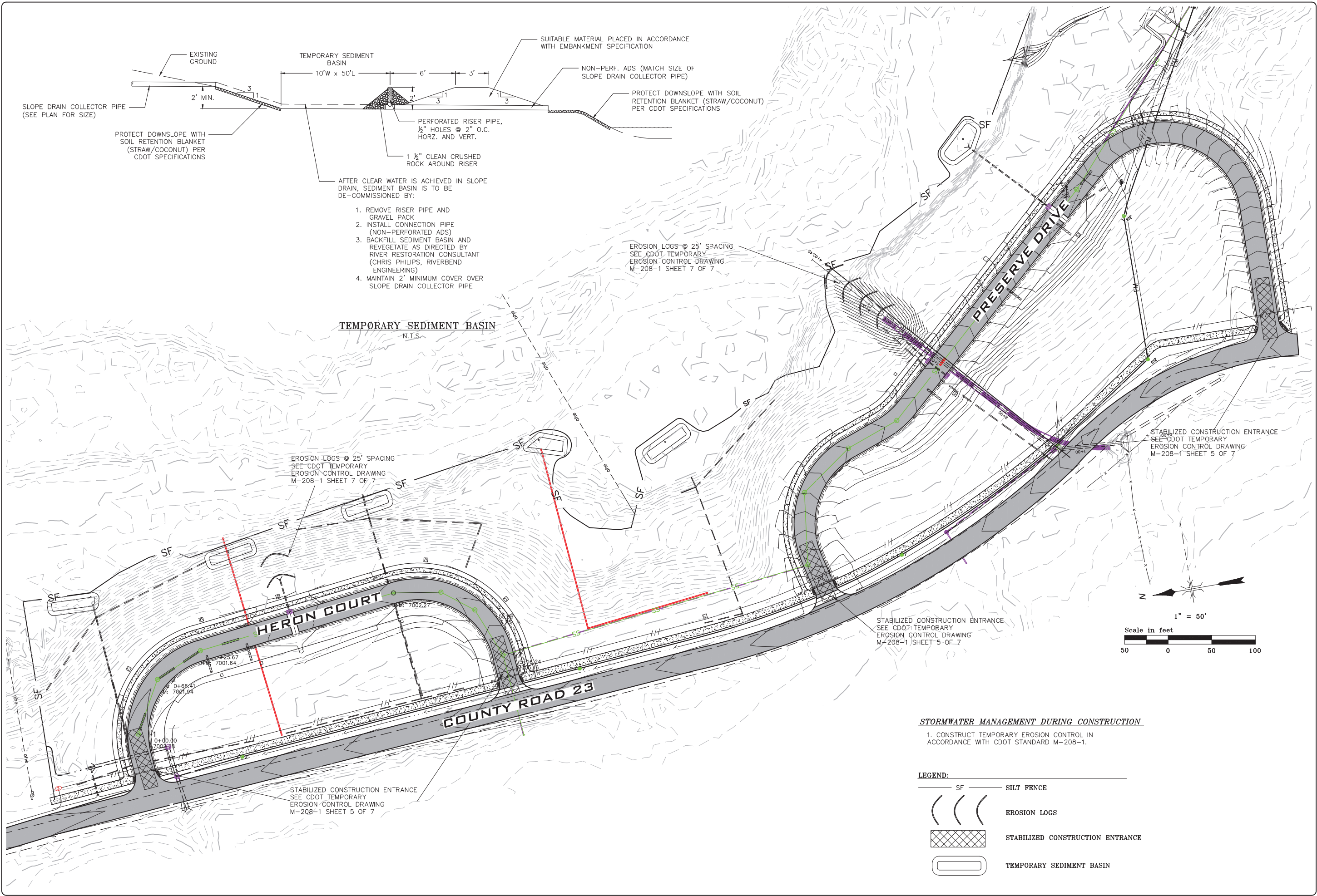
SHEET NO.	20
OF	27







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NO	DATE	REVISIONS	BY
1	12/03/07	REVIEW COMMENTS	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
4	9/30/08	PRESERVE DRIVE RE-ALIGNMENT	JR



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DESIGNED BY: **DMC**

DRAWN BY: **DMC**

CHECKED BY: **DMC**

SCALE: **1" = 50'**

DATE: **2024-09-04**

THE PRESERVE

RIDGWAY, COLORADO

EROSION CONTROL PLAN

DMC JOB NO:

24018

SHEET NO:

22

OF

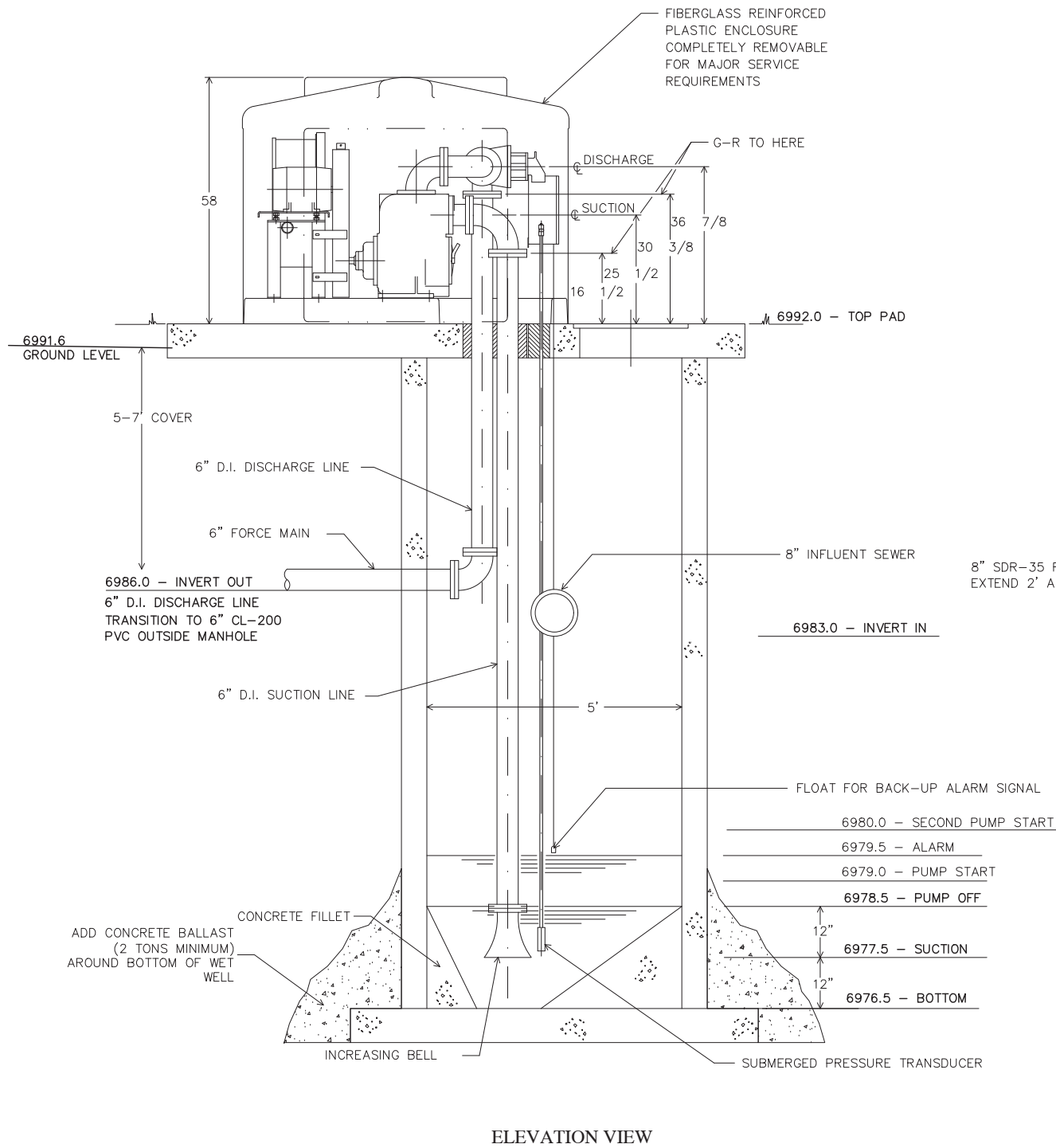
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SHEETS

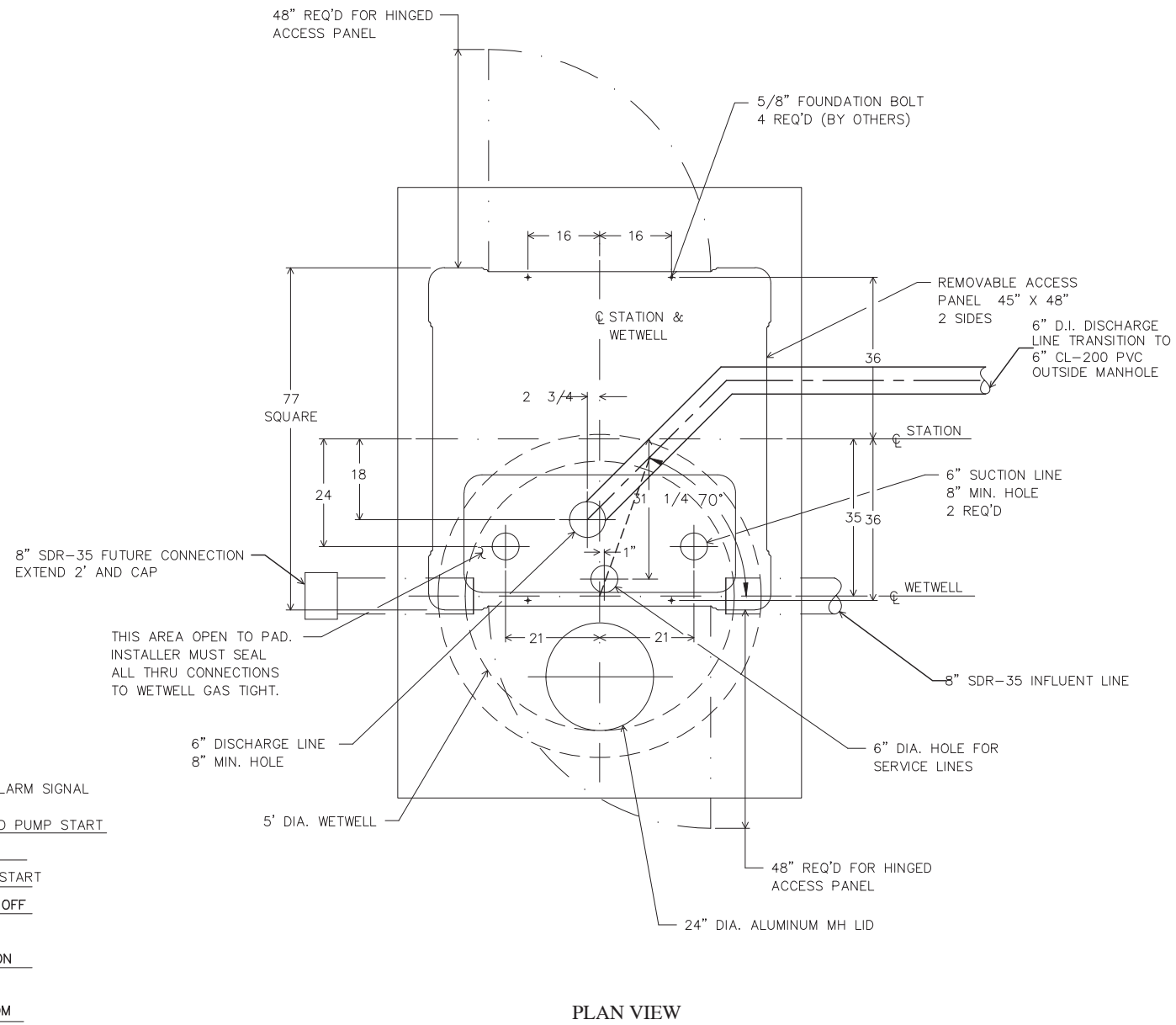




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ELEVATION VIEW



PLAN VIEW

WL-02990

39512003.DGN	
	
THE GORMAN-RUPP CO. MANSFIELD, OHIO ST. THOMAS, ONTARIO	
NAME 6' X 6' ABOVEGROUND SEWAGE LIFT STATION W/DUPLEX T4A3-B PUMPS	
DRN. BM	CHK. KEH
APP. PFB	DATE 3/26/75
D	39512-003
SERIAL NO.	

NO	DATE	REVISIONS	BY
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
1	12/03/07	REVIEW COMMENTS	JR

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DESIGN	24018-09-04
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FILE NAME	
DATE	

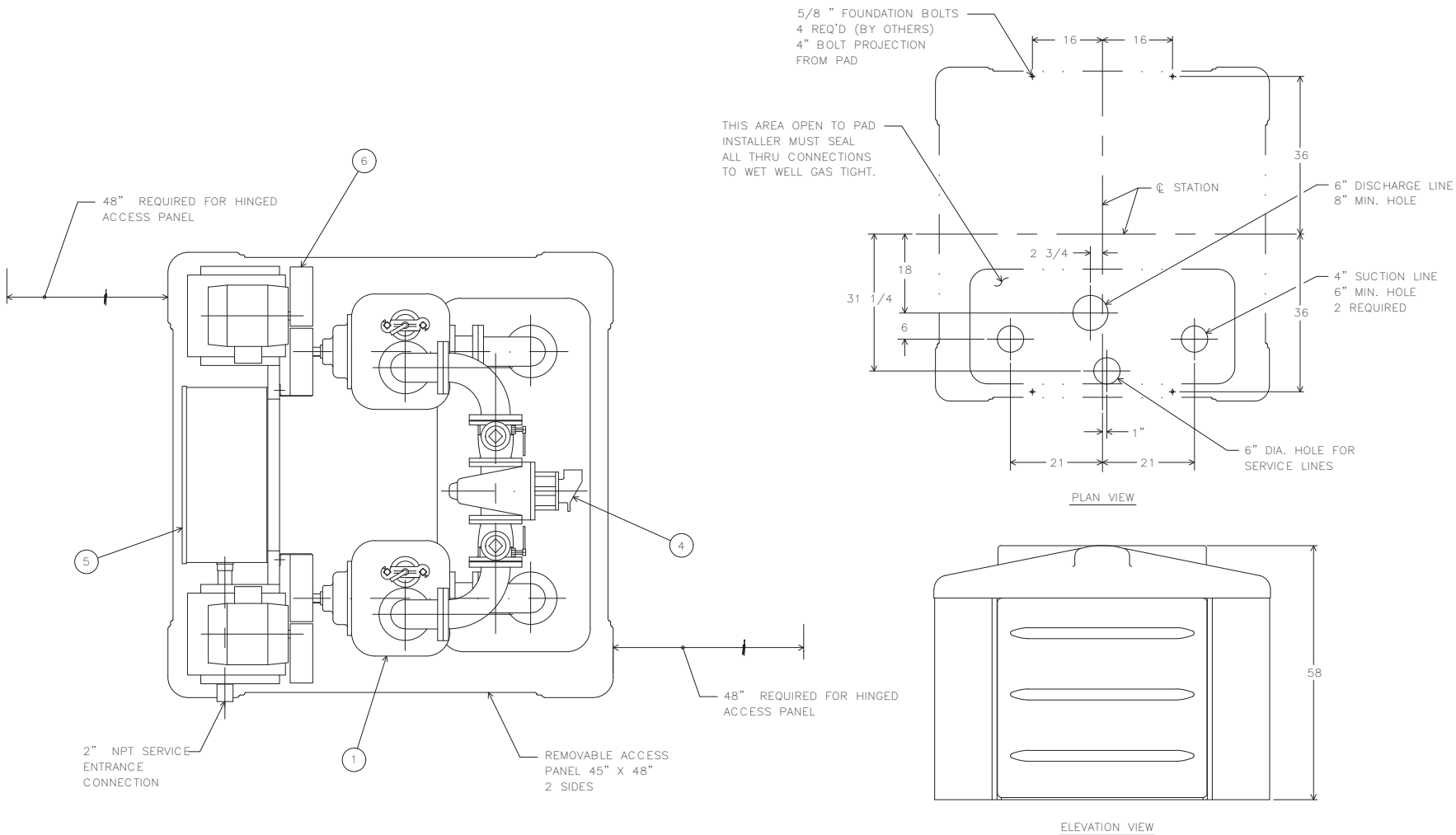
THE PRESERVE RIDGWAY, COLORADO
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LIFT STATION CONSTRUCTION DETAILS
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24018
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24
27

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PUMP STATION NOTES

A. THE OWNER SHALL PURCHASE AND THE CONTRACTOR SHALL INSTALL ONE FACTORY BUILT, AUTOMATIC PUMPING STATION AS MANUFACTURED BY THE GORMAN-RUPP COMPANY, MANSFIELD OHIO. THE STATION SHALL BE COMPLETE WITH ALL NEEDED EQUIPMENT, FACTORY-INSTALLED ON PRECAST CONCRETE BASE WITH A FIBERGLASS REINFORCED ORTHOPHTHAIC POLYESTER RESIN ENCLOSURE. THE ELECTRICAL ENCLOSURES AND ASSOCIATED COMPONENTS AND PANELS SHALL BE U.L. LISTED.

THE PRINCIPAL ITEMS OF EQUIPMENT SHALL INCLUDE:  
 - TWO BELT DRIVEN SUPER T-SERIES MODEL T4A-B SEWAGE PUMPS WITH 10 HP, 1750 RPM OPEN-D RIP-PROOF MOTOR.  
 - STATION PIPING INCLUDING SWING CHECK VALVES, 90° ELBOWS, A 3 WAY PLUG VALVE AND AUTOMATIC AIR RELEASE VALVES AND PORTABLE PUMP DISCHARGE CONNECTION  
 - CENTRAL CONTROL PANEL IN A STAINLESS STEEL NEMA 1 ENCLOSURE INCLUDING H-O-A SWITCHES, THERMO MAGNETIC MOTOR BRANCH CIRCUIT BREAKERS, MAGNETIC MOTOR STARTERS WITH OVERLOAD PROTECTION, SUBMERGED PRESSURE TRANSDUCER LIQUID LEVEL CONTROLS WITH HIGH WATER ALARM CIRCUIT BACKED UP BY REDUNDANT/INDEPENDENT INTRINSICALLY SAFE FLOAT SWITCHES, LEAD/LAG PUMP ALTERNATOR WITH OPERATOR SELECTABLE SWITCH, FAULT INDICATORS, TWO ELAPSED TIME METERS, PUMP RUN LIGHTS, ALARM SELECTOR SWITCH, THREE PHASE VOLTAGE MONITOR AND PHASE PROTECTION, LAG PUMP START DELAY, TRANSIENT VOLTAGE SURGE SUPPRESSER, AND LIGHTNING ARRESTOR.  
 - ALARM SYSTEM INCLUDING LIGHT TO INDICATE NORMAL OPERATION AND A FLASHING LIGHT TO INDICATE HIGH WATER LEVEL OR LOW TEMPERATURE IN ENCLOSURE, A RACO VERBATIM AUTODIALER WITH 4 CONTACT AND 1 ANALOG CHANNELS TO ALARM ON HIGH WATER LEVEL, LOW TEMPERATURE IN ENCLOSURE, HIGH PUMP TEMPERATURE, OR HIGH VIBRATION. ANALOG CHANNEL SHALL BE CONNECTED TO THE TRANSDUCER SIGNAL TO ALLOW DIAL-IN WATER LEVEL INQUIRY.  
 - ENCLOSURE WITH A MINIMUM OF 2" OF FOAM INSULATION, 1300/1500W. SPACE HEATER, VENTILATION BLOWER, DUPLEX GFI RECEPTACLE, 5 KVA POWER CONTROL TRANSFORMER INSTALLED TO CODE.  
 - OTHER EQUIPMENT INCLUDING SUCTION AND DISCHARGE GAUGE KITS (4" GLYCERIN FILLED), PUMP DRAIN KIT, SPARE PARTS KIT, SPARE SPACE HEATER.

THE CONSTRUCTION AND EQUIPMENT IN THE LIFT STATION PACKAGE SHALL BE IN ACCORDANCE WITH GORMAN-RUPP WITH STANDARD SPECIFICATIONS FOR A GORMAN-RUPP 6'X6' ABOVE GROUND SEWAGE LIFT.

EACH PUMP SHALL BE CAPABLE OF INITIALLY DELIVERING 225 GPM OF WASTEWATER AGAINST A TOTAL DYNAMIC HEAD OF 45 FEET AT A SPEED OF 1250 RPM, AND IN THE FUTURE, CAPABLE OF DELIVERING 270 GPM OF WASTEWATER AGAINST A TOTAL DYNAMIC HEAD OF 51' AT A SPEED OF 1350 RPM WITH THE CHANGE OF SHEAVES. THE MINIMUM ACCEPTABLE PUMP EFFICIENCY SHALL BE 40%. THE MAXIMUM ALLOWABLE MOTOR SPEED SHALL BE 1750 RPM. THE MINIMUM RATED HORSEPOWER OF EACH PUMP SHALL BE 10 HP, 230V, 3 PHASE. ALL OPENINGS AND PASSAGES SHALL BE LARGE ENOUGH TO PERMIT THE PASSAGE OF SPHERE 3" IN DIAMETER. THE PUMP MOTOR SHALL NOT BE OVERLOADED BEYOND THE NAMEPLATE RATING AT THE DESIGN CONDITIONS. THE OWNER IS TO VERIFY SELECTION WITH GORMAN-RUPP PRIOR TO ORDERING.

B. PUMP STATION COMPONENTS WILL BE DELIVERED TO JOB SITE BY SUPPLIER AND UNLOADED BY THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING DELIVERY TIME WITH SUPPLIER (CANYON SYSTEMS, 303-987-3838). THE PUMP SUPPLIER SHALL PROVIDE ONE DAY OF START-UP ASSISTANCE AND SHALL PROVIDE THE TOWN WITH 3 HARD COPY AND ONE ELECTRONIC COPY OF THE O&M MANUALS FOR THE PUMP STATION AND ASSOCIATED EQUIPMENT. THE CONTRACTOR SHALL NOTIFY THE TOWN WHEN COMPONENTS ARE DELIVERED AND PLANNED INSTALLATION AND STARTUP SCHEDULE.

C. ALL WIRING AND ELECTRICAL WORK SHALL MEET THE REQUIREMENTS OF THE CURRENT EDITION OF THE NATIONAL ELECTRICAL CODE. THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL WIRING, DISCONNECTS, BREAKERS AND ASSOCIATED SUPPLIES TO INSTALL THE PUMP STATION AND GENERATOR. THE INSTALLATION SHALL INCLUDE A GFI WEATHERTIGHT RECEPTACLE ON SEPARATE 15 AMP 120V CIRCUIT. THE CONTRACTOR SHALL PROVIDE THE TOWN WITH THREE SETS OF SCHEMATIC DRAWINGS OF ELECTRICAL AND CONTROL CONNECTIONS BETWEEN THE TRANSFORMER AND THE PUMP STATION AND GENERATOR, INCLUDING WIRE SIZE AND COMPONENT SPECIFICATIONS.

D. CONTRACTOR SHALL CONSTRUCT A GABLE ROOF STRUCTURE OVER THE CONTROL PANEL IN COMPLIANCE WITH TOWN BUILDING CODE. THE PLAN DIMENSIONS SHALL BE A MINIMUM OF 6'X8' AND SHALL HAVE A MINIMUM PITCH OF 8:12. THE ROOF SHALL BE SUPPORTED BY AND ATTACHED TO THE 4" SCH. 40 STEEL POSTS SUPPORTING THE CONTROL PANEL. FRAMING MEMBERS AND RAFTERS SHALL BE TREATED WOOD. RAFTERS SHALL BE ON 24" SPACING AND SHEETED WITH 1/2" AC PLYWOOD. ROOFING SHALL CONSIST OF 30# FELT WITH 40 YEAR DARK COLORED COMPOSIT SHINGLE. METAL DRIP GUARDS SHALL BE INSTALLED AROUND THE EDGE OF THE ROOF.

E. CONTRACTOR SHALL ARRANGE FOR ELECTRIC SERVICE FROM SAN MIGUEL POWER, NATURAL GAS SERVICE WITH BLACK HILLS ENERGY AND PHONE SERVICE WITH CENTURY LINK.

F. CONTRACTOR SHALL CONSTRUCT THE CONCRETE PUMP BASIN (MANHOLE) TO THE FOLLOWING STANDARDS:  
 • SUCH BASIN SHALL BE WATERTIGHT AND COATED PER TOWN OF RIDGWAY STANDARDS.  
 • SUB GRADE UNDER PUMP BASIN SHALL BE COMPACTED TO MIN. 95% OF MODIFIED PROCTOR DENSITY. THE BASE FOR THE PUMP BASIN SHALL BE INSTALLED ON A MINIMUM OF 12" OF ¾" WASHED ROCK. WASHED ROCK SHALL BE INSTALLED IN LIFTS NOT TO EXCEED 6" IN DEPTH AND VIBRATORY COMPACTION OF EACH LIFT.  
 • BACKFILL SHALL BE CLASS 6 MATERIAL, MOISTURE CONDITIONED, PLACED IN 6" MAX. LIFTS AND COMPACTED TO AT LEAST 95% OF THE MODIFIED PROCTOR DENSITY ± 2% OMC. BACKFILL UNDER, AND WITHIN 6" AROUND PIPING, SHALL BE ¾" WASHED ROCK. BACKFILL ALL WALLS UNIFORMLY ON BOTH SIDES (MAX. 2 FT DIFFERENTIAL) UNTIL REACHING FINAL ELEVATIONS.  
 • CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE DE-WATERING THROUGHOUT PUMP BASIN CONSTRUCTION INCLUDING SUBGRADE PREP, MANHOLE PLACEMENT AND PIPING INSTALLATION. IT MAY BE NECESSARY TO TEMPORARILY FILL THE INTERIOR OF PUMP BASIN WITH WATER TO AVOID FLOTATION PRIOR TO BACKFILL.  
 • CONTRACTOR SHALL VACUUM TEST THE WETWELL PER TOWN OF RIDGWAY STANDARDS.

G. THE OWNER SHALL PURCHASE AND THE CONTRACTOR INSTALL A STANDBY GENERATOR TO PROVIDE POWER TO THE PUMP STATION IN THE EVENT OF A POWER FAILURE. AT A MINIMUM A 35 KW CUMMINS ONAN NATURAL GAS GENERATOR, MODEL 35GQFD, OR EQUIVALENT WILL BE REQUIRED. SPECIFICATION INCLUDE: 120/240 V. THREE PHASE WITH BREAKER, CUMMINS ONAN PCC 2100 CONTROL PANEL AND AC METERS; MODEL F173 QUIET SITE II SOUND ATTENUATED WEATHER PROTECTIVE ENCLOSURE; COOLANT LOW LEVEL SHUTDOWN, HEATER AND DRAIN; OIL DRAIN; BATTERY, BATTERY RACK AND CHARGER; AND A CUMMINS ONAN 125A. AUTOMATIC TRANSFER SWITCH MODEL OTPC125, INCLUDING THE LEVEL 2 MICROPROCESSOR CONTROL WITH BAR GRAPH METERS AND EXERCISE CLOCK IN NEMA 3R ENCLOSURE. THE GENERATOR SUPPLIER SHALL PROVIDE ONE DAY OF ONSITE START-UP ASSISTANCE AND SHALL SUPPLY THE TOWN WITH 3 HARD COPY AND ONE ELECTRONIC COPY OF THE O&M MANUALS FOR THE GENERATOR AND ASSOCIATED OPTIONS.

H. CONTRACTOR SHALL PROVIDE THE TOWN WITH 2 HOSES TO ALLOW FLUSHING OF THE CLEAN-OUT/FLUSHING VALVES. EACH HOSE SHALL INCLUDE 30' OF 2" FLEXIBLE HOSE (200 PSI MIN. RATING) AND 2" FEMALE CAM LOCK ENDS.

<b>THE GORMAN-RUPP CO.</b> <small>MANSFIELD, OHIO ST. THOMAS, ONTARIO</small>				
NAME 6' X 6' ABOVEGROUND SEWAGE LIFT STATION W/DUPLEX T4A-B PUMPS				
DRN. KAL	CHK. BM	APP. BM	DATE 8-12-96	
D	45121-017		SERIAL NO.	

ITEM	DESCRIPTION	MAT'L & SIZE
1	PUMP	CAST IRON T4A-B
2	MOTOR	CAST IRON
3	CHECK VALVE	CAST IRON 4"
4	PLUG VALVE	CAST IRON 4"
5	MOTOR CONTROL PANEL	STEEL
6	BELT GUARD	STEEL

NO	DATE	REVISIONS	BY
1	12/03/07	REVIEW COMMENTS	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR

<b>DEL-MONT CONSULTANTS, INC.</b> <small>ENGINEERING CONSULTANTS</small> <small>1125 Commercial Center Dr. Suite 100, Dayton, OH 45424</small> <small>www.del-mont.com   service@del-mont.com</small>		CHECKED BY: _____ SCALE: _____ DATE ISSUED: 2024-09-04
DESIGNED BY: _____	FILE NAME: _____	DRAFT

THE PRESERVE  
 RIDGWAY, COLORADO

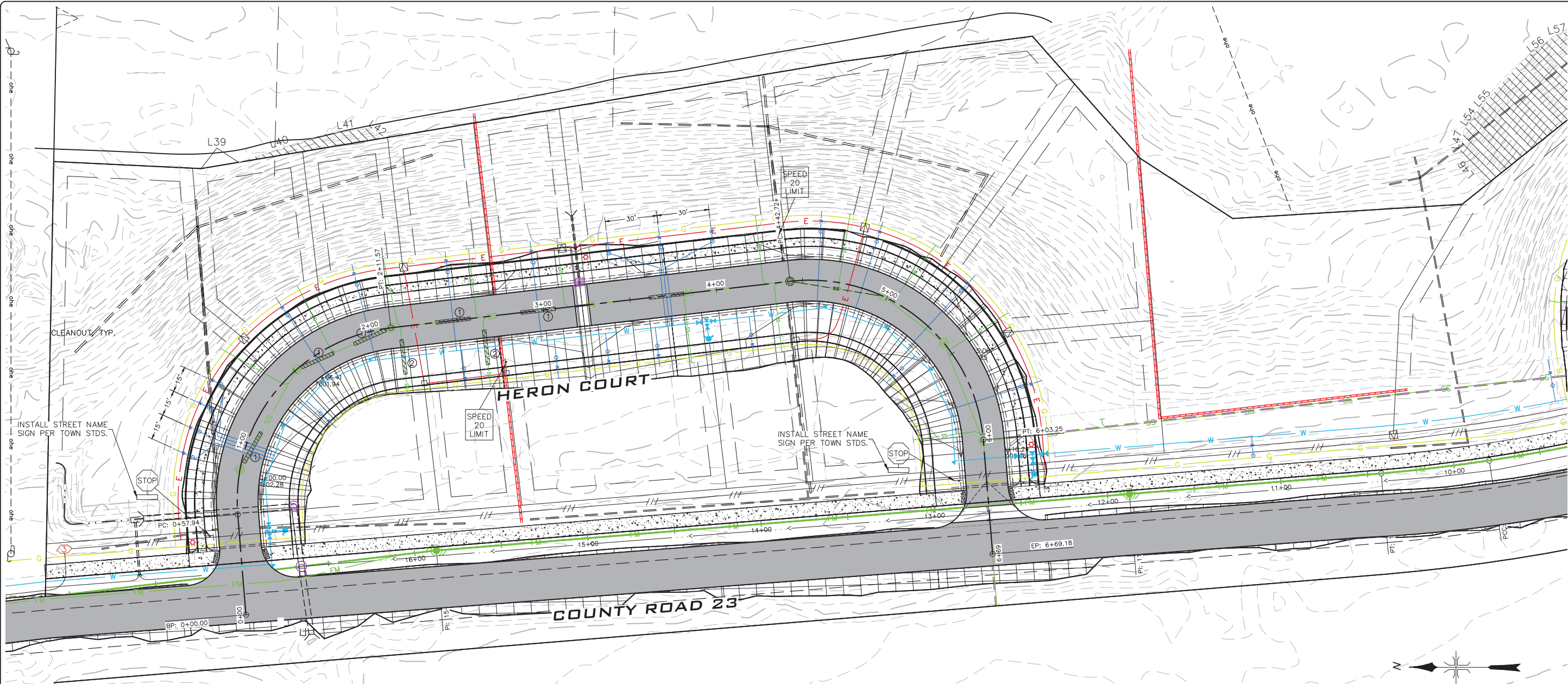
LIFT STATION CONSTRUCTION DETAILS

CMC JOB NO. 24018

SHEET NO. 25  
 OF 27 SHEETS



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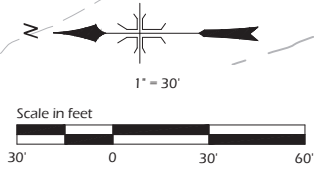


SEE SHEET 3 FOR SPECIFICATIONS PERTAINING TO INSTALLATION OF WIRE UTILITIES AND GAS LINES. THE FOLLOWING ARE EXCERPTS FROM THE SAN MIGUEL POWER ASSOCIATION CONSTRUCTION HANDBOOK, AUG. 2007:

TRENCH DEPTH FOR HIGH VOLTAGE CABLE IS 40" DEEP (FROM FINISHED GRADE) (INSTALL AT 48" DEPTH PER TOWN STANDARDS).  
 TRENCH DEPTH FOR SECONDARY CABLE IS 30" DEEP (FROM FINISHED GRADE).  
 CONDUIT TYPE WILL BE ELECTRICAL GRADE PVC, SCHEDULE 40, OR GRC, AS SPECIFIED BY SMPA.  
 CONDUIT SIZE WILL BE 2 1/2", 4", 5" OR 6", AS SPECIFIED BY SMPA.  
 MINIMUM HORIZONTAL CLEARANCE FROM OTHER UTILITIES (MEASURED FROM EDGE TO EDGE OF CABLES, CONDUITS, GAS, SEWER AND WATER LINES);

DISTANCE FROM	MIN. CLEARANCE
GAS LINE	36"
HIGH PRESSURE GAS LINE	60"
WATER LINE	36" (60" PER TOWN STANDARDS)
TELEPHONE	12"
CATV	12"
SEWER LINE	36" (60" PER TOWN STANDARDS)

IN ADDITION TO THE ABOVE, ALL REQUIREMENTS AND SPECIFICATIONS CONTAINED IN THE ABOVE REFERENCED HANDBOOK SHALL BE COMPLIED WITH, AS WELL AS CORRESPONDING REQUIREMENTS FOR ALL OTHER APPLICABLE UTILITIES.

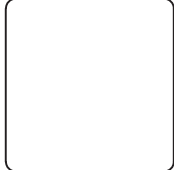


NO	DATE	REVISIONS	BY
4	9/30/08	PRESERVE DRIVE RE-ALIGNMENT	JR
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
1	12/03/07	REVIEW COMMENTS	JR



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DESIGNED BY	SCALE	CHECKED BY	DATE ISSUED
DRAFT			2024-09-04



THE PRESERVE

RD HIGHWAY, COLORADO

UTILITY SERVICES

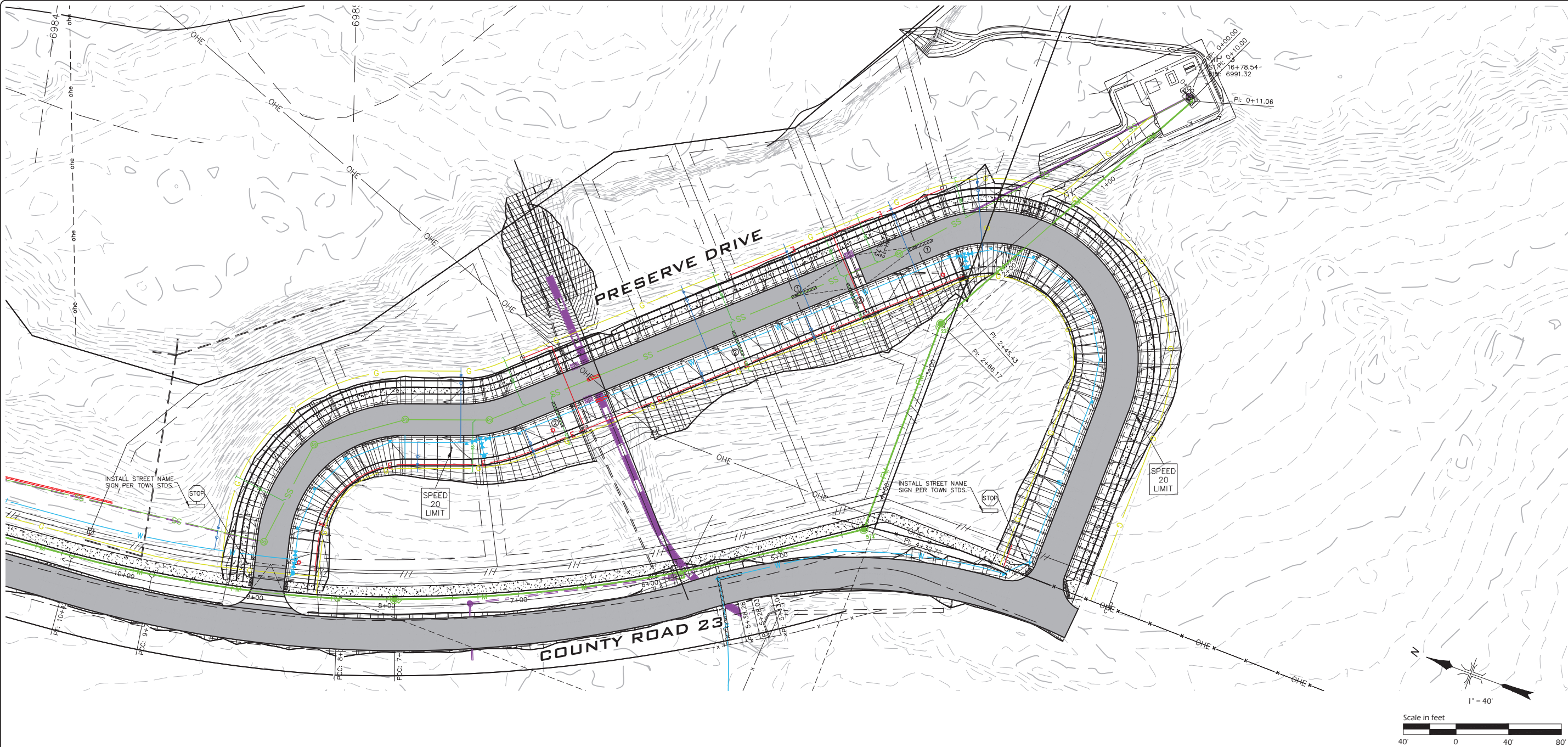
AND STREET SIGNS - HERON COURT

DMC JOB NO: 24018

SHEET NO: 26  
 OF 27 SHEETS



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DESIGNED BY	SCALE	CHECKED BY
DRAFT		
DATE	DATE	DATE
24018C - JUNE 12, 2024		2024-09-04

THE PRESERVE  
RIDGWAY, COLORADO

UTILITY SERVICES  
AND STREET SIGNS - PRESERVE DRIVE

DMC JOB NO.	24018
SHEET NO.	27
OF	27
SHEETS	

NO	DATE	REVISIONS	BY
4	9/30/08	PRESERVE DRIVE RE-ALIGNMENT	JR
3	4/29/08	REVIEW COMMENTS DATED 04/23/08	JR
2	2/22/08	REVIEW COMMENTS DATED 8/14/2007	JR
1	12/03/07	REVIEW COMMENTS	JR

## **SECTION 1**

### **OFFSITE RUNOFF CULVERT SIZING**

**Del-Mont Consultants, Inc.**  
P. O. Box 486  
MONTROSE, COLORADO 81402  
Phone 249-2251

JOB The Preserve 1-1  
SHEET NO. \_\_\_\_\_ OF \_\_\_\_\_  
CALCULATED BY JR DATE 6/19/06  
CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_  
SCALE \_\_\_\_\_

## Offsite Drainage

Offsite Area A      237 ac below City Res.  
                              81 ac above City Res.  
                              318 ac Total

Offsite Area B      101 ac

See worksheets 2, 3 and 4 for runoff calculations using  
SCS TR-55 Methodology

## Onsite Drainage (Rational Method)

Structure	Drainage Area (Ac)	C	C.A	Time of Conc. (min)	Intensity (in/hr)	Q <sub>100</sub> (cfs)	V-Pan Slope (%)	Capacity (cfs)
A1	0.87 N	.55	.48	27	2.52	1.2	0.5	1.0
	0.61 S	.55	.31	12	3.73	1.2	0.9	1.4
	1.48	.55	.81	27	2.52	2.0		
A2	0.29 N	.55	.16	6	5.00	0.8	0.5	1.0
	0.32 S	.55	.18	8	4.49	0.8	0.9	1.4
	0.61	.55	.34	8	4.49	1.5		
Total A	2.09	.55	1.15	27	2.52	2.9		
B1	1.38	.45	.62	20	2.99	1.9	2.0	1.9
B2	0.41	.45	.18	7	4.73	0.9	2.0	1.9
Total B	1.79	.45	.81	20	2.99	2.4		
C1	1.30 N	.45	.59	23	2.77	1.6	2.0	1.9
	0.60 S	.45	.27	6	5.00	1.4	6.0	3.5
	1.90	.45	.86	23	2.77	2.4		
C2	0.24 N	.45	.11	6	5.00	0.6	2.0	1.9
	0.31 S	.45	.14	6	5.00	0.7	6.0	3.5
	0.55	.45	.25	6	5.00	1.3		
Total C	2.45	.45	1.10	23	2.77	3.0		



### Worksheet 2: Runoff curve number and runoff

Project The Preserve By JR Date 6/16/06 Revised 11/12/06  
 Location \_\_\_\_\_ Checked \_\_\_\_\_ Date \_\_\_\_\_  
 Circle one: Present Developed OFFSITE A

#### 1. Runoff curve number (CN)

Soil name and hydrologic group (appendix A)	Cover description (cover type, treatment, and hydrologic condition; percent impervious; unconnected/connected impervious area ratio)	CN <sup>1/</sup>			Area <input type="checkbox"/> acres <input type="checkbox"/> mi <sup>2</sup> <input type="checkbox"/> %	Product of CN x area
		Table 2-2	Fig. 2-3	Fig. 2-4		
C	Bush/Weed/Gross (Fair)	70			236	16,520
C	Meadow	71			66	4686
C	Residential 1/4 acre	83			16	1328
		Totals =			318	22,534

<sup>1/</sup> Use only one CN source per line.

$$\text{CN (weighted)} = \frac{\text{total product}}{\text{total area}} = \frac{22,534}{318} = 70.9; \text{ Use CN} = \boxed{71}$$

#### 2. Runoff

	Storm #1	Storm #2	Storm #3
Frequency ..... yr	2	100	
Rainfall, P (24-hour) ..... in	1.2	3.0	
Runoff, Q ..... in (Use P and CN with table 2-1, fig. 2-1, or eqs. 2-3 and 2-4.)	.02	.76	

Figure 2-5.—Worksheet 2 for example 2-1.

### Worksheet 2: Runoff curve number and runoff

Project The Preserve By JR Date 11/12/06  
 Location \_\_\_\_\_ Checked \_\_\_\_\_ Date \_\_\_\_\_  
 Circle one: Present Developed \_\_\_\_\_ OFFSITE B

#### 1. Runoff curve number (CN)

Soil name and hydrologic group (appendix A)	Cover description (cover type, treatment, and hydrologic condition; percent impervious; unconnected/connected impervious area ratio)	CN <sup>1/</sup>			Area <input type="checkbox"/> acres <input type="checkbox"/> mi <sup>2</sup> <input type="checkbox"/> %	Product of CN x area
		Table 2-2	Fig. 2-3	Fig. 2-4		
C	Brush/Weed/Grass (Fair)	70			20	1400
C	Meadow	71			60	4260
C	Residential (1/4 acre)	83			21	1743
		Totals =			101	7403

<sup>1/</sup> Use only one CN source per line.

$$\text{CN (weighted)} = \frac{\text{total product}}{\text{total area}} = \frac{7403}{101} = 73.3$$

Use CN = 74

#### 2. Runoff

Frequency ..... yr  
 Rainfall, P (24-hour) ..... in  
 Runoff, Q ..... in  
 (Use P and CN with table 2-1, fig. 2-1, or eqs. 2-3 and 2-4.)

Storm #1	Storm #2	Storm #3
2	100	
1.2	3.0	
.06	.91	

Figure 2-5.—Worksheet 2 for example 2-1.

Worksheet 3: Time of concentration ( $T_c$ ) or travel time ( $T_t$ )

1-3

Project The Preserve By JR Date 6/16/06 REVISED 11/12/06  
 Location \_\_\_\_\_ Checked \_\_\_\_\_ Date \_\_\_\_\_  
 Circle one: Present Developed \_\_\_\_\_  
 Circle one:  $T_c$   $T_c$  through subarea OFFSITE A

NOTES: Space for as many as two segments per flow type can be used for each worksheet.

Include a map, schematic, or description of flow segments.

Sheet flow (Applicable to  $T_c$  only)

Segment ID

1. Surface description (table 3-1) .....
2. Manning's roughness coeff.,  $n$  (table 3-1) ..
3. Flow length,  $L$  (total  $L \leq 300$  ft) ..... ft
4. Two-yr 24-hr rainfall,  $P_2$  ..... in
5. Land slope,  $s$  ..... ft/ft
6.  $T_t = \frac{0.007 (nL)^{0.8}}{P_2^{0.5} s^{0.4}}$  Compute  $T_t$  ..... hr  
min

lt. woods				
.40				
300				
1.2				
.13				
.67				
40				

Shallow concentrated flow

Segment ID

7. Surface description (paved or unpaved) .....
8. Flow length,  $L$  ..... ft
9. Watercourse slope,  $s$  ..... ft/ft
10. Average velocity,  $V$  (figure 3-1) ..... ft/s
11.  $T_t = \frac{L}{3600 V}$  Compute  $T_t$  ..... hr  
min

U	U	U	U	U
1000	2300	500	2400	3100
.14	.20	.005	.15	.05
6.1	7.2	1.1	6.3	3.6
.05	.09	.13	.11	.24
3	5	8	6	14

Channel flow

Segment ID

12. Cross sectional flow area,  $a$  ..... ft<sup>2</sup>
13. Wetted perimeter,  $p_w$  ..... ft
14. Hydraulic radius,  $r = \frac{a}{p_w}$  Compute  $r$  ..... ft
15. Channel slope,  $s$  ..... ft/ft
16. Manning's roughness coeff.,  $n$  .....
17.  $v = \frac{1.49 r^{2/3} s^{1/2}}{n}$  Compute  $V$  ..... ft/s
18. Flow length,  $L$  ..... ft
19.  $T_t = \frac{L}{3600 V}$  Compute  $T_t$  ..... hr
20. Watershed or subarea  $T_c$  or  $T_t$  (add  $T_t$  in steps 6, 11, and 19) ..... hr


TOTAL min.

				76
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# Worksheet 3: Time of concentration ( $T_c$ ) or travel time ( $T_t$ )

1-3a

Project The Preserve By JR Date 11/12/06  
 Location \_\_\_\_\_ Checked \_\_\_\_\_ Date \_\_\_\_\_  
 Circle one: Present Developed \_\_\_\_\_  
 Circle one:  $T_c$   $T_t$  through subarea OFFSITE B

NOTES: Space for as many as two segments per flow type can be used for each worksheet.

Include a map, schematic, or description of flow segments.

## Sheet flow (Applicable to $T_c$ only)

Segment ID

1. Surface description (table 3-1) .....
2. Manning's roughness coeff.,  $n$  (table 3-1) ..
3. Flow length,  $L$  (total  $L \leq 300$  ft) ..... ft
4. Two-yr 24-hr rainfall,  $P_2$  ..... in
5. Land slope,  $s$  ..... ft/ft
6.  $T_t = \frac{0.007 (nL)^{0.8}}{P_2^{0.5} s^{0.4}}$  Compute  $T_t$  ..... hr  
min

lt. woods				
.40				
300				
1.2				
.50				
.39				
23				

## Shallow concentrated flow

Segment ID

7. Surface description (paved or unpaved) .....
8. Flow length,  $L$  ..... ft
9. Watercourse slope,  $s$  ..... ft/ft
10. Average velocity,  $V$  (figure 3-1) ..... ft/s
11.  $T_t = \frac{L}{3600 V}$  Compute  $T_t$  ..... hr  
min

U U				
600 3600				
.42 .05				
11 3.6				
.015 .28				
1 17				

## Channel flow

Segment ID

12. Cross sectional flow area,  $a$  ..... ft<sup>2</sup>
13. Wetted perimeter,  $p_w$  ..... ft
14. Hydraulic radius,  $r = \frac{a}{p_w}$  Compute  $r$  ..... ft
15. Channel slope,  $s$  ..... ft/ft
16. Manning's roughness coeff.,  $n$  .....
17.  $v = \frac{1.49 r^{2/3} s^{1/2}}{n}$  Compute  $V$  ..... ft/s
18. Flow length,  $L$  ..... ft
19.  $T_t = \frac{L}{3600 V}$  Compute  $T_t$  ..... hr
20. Watershed or subarea  $T_c$  or  $T_t$  (add  $T_t$  in steps 6, 11, and 19) ..... hr


TOTAL min.

	41			
--	----	--	--	--

## Worksheet 4: Graphical Peak Discharge method

Project The Preserve By JR Date 6/16/06 Revised 11/12/06  
 Location \_\_\_\_\_ Checked \_\_\_\_\_ Date \_\_\_\_\_  
 Circle one: Present Developed OFFSITE A

## 1. Data:

Drainage area .....  $A_m = .497$  mi<sup>2</sup> (acres/640) 318 ac  
 Runoff curve number .... CN = 72 (From worksheet 2)  
 Time of concentration ..  $T_c = 1.27$  hr (From worksheet 3)  
 Rainfall distribution type = II (I, IA, II, III)  
 Pond and swamp areas spread  
 throughout watershed ..... = 1.0 percent of  $A_m$  (3.7 acres or mi<sup>2</sup> covered)

2. Frequency .....

yr

3. Rainfall, P (24-hour) .....

in

4. Initial abstraction,  $I_a$  .....  
(Use CN with table 4-1.)

in

5. Compute  $I_a/P$  .....6. Unit peak discharge,  $q_u$  ..... csm/in  
(Use  $T_c$  and  $I_a/P$  with exhibit 4-\_\_\_\_\_)7. Runoff, Q .....  
(From worksheet 2).

in

8. Pond and swamp adjustment factor,  $F_p$  .....  
(Use percent pond and swamp area  
with table 4-2. Factor is 1.0 for  
zero percent pond and swamp area.)9. Peak discharge,  $q_p$  .....  
(Where  $q_p = q_u A_m Q F_p$ )

cfs

Storm #1	Storm #2	Storm #3
2	100	
1.2	3.0	

.778	.778	
------	------	--

.65	.26	
-----	-----	--

60	270	
----	-----	--

.02	.76	
-----	-----	--

.87	.87	
-----	-----	--

1.0	89	
-----	----	--



# Worksheet 4: Graphical Peak Discharge method

Project The Preserve By JR Date 11/12/06  
 Location \_\_\_\_\_ Checked \_\_\_\_\_ Date \_\_\_\_\_  
 Circle one: Present Developed \_\_\_\_\_ OFFSITE B

## 1. Data:

Drainage area .....  $A_m = .158$  mi<sup>2</sup> (acres/640) 101 ac  
 Runoff curve number .... CN = 74 (From worksheet 2)  
 Time of concentration ..  $T_c = .68$  hr (From worksheet 3)  
 Rainfall distribution type = II (I, IA, II, III)  
 Pond and swamp areas spread throughout watershed ..... = 0 percent of  $A_m$  (\_\_\_\_ acres or mi<sup>2</sup> covered)

2. Frequency ..... yr

3. Rainfall, P (24-hour) ..... in

4. Initial abstraction,  $I_a$  ..... in  
 (Use CN with table 4-1.)

5. Compute  $I_a/P$  .....

6. Unit peak discharge,  $q_u$  ..... csm/in  
 (Use  $T_c$  and  $I_a/P$  with exhibit 4-\_\_\_\_)

7. Runoff, Q ..... in  
 (From worksheet 2).

8. Pond and swamp adjustment factor,  $F_p$  ....  
 (Use percent pond and swamp area with table 4-2. Factor is 1.0 for zero percent pond and swamp area.)

9. Peak discharge,  $q_p$  ..... cfs  
 (Where  $q_p = q_u A_m Q F_p$ )

Storm #1	Storm #2	Storm #3
<u>2</u>	<u>100</u>	
<u>1.2</u>	<u>3.0</u>	

<u>.703</u>	<u>.703</u>	
-------------	-------------	--

<u>.586</u>	<u>.234</u>	
-------------	-------------	--

<u>120</u>	<u>400</u>	
------------	------------	--

<u>.06</u>	<u>.91</u>	
------------	------------	--

<u>1.0</u>	<u>1.0</u>	
------------	------------	--

<u>1.1</u>	<u>58</u>	
------------	-----------	--

**INTENSITY-DURATION-FREQUENCY CURVES****RIDGWAY** COLORADO

Reference: NOAA Atlas 2, Vol. III - Colorado, 1973

Calculations for estimating 1-hr rainfall values (Table II):

For Region 2:

$$Y_2 = -0.011 + 0.942[X_1(X_1/X_2)] = 0.62 \text{ inches}$$

$$Y_{100} = 0.494 + 0.755[X_3(X_3/X_4)] = 1.50 \text{ inches}$$

where

$$X_1 = 2 \text{ yr, 6hr value from precip-freq maps} = 0.9 \text{ inches}$$

$$X_2 = 2 \text{ yr, 24hr value from precip-freq maps} = 1.2 \text{ inches}$$

$$X_3 = 100 \text{ yr, 6hr value from precip-freq maps} = 2.0 \text{ inches}$$

$$X_4 = 100 \text{ yr, 24hr value from precip-freq maps} = 3.0 \text{ inches}$$

**INCHES OF RAINFALL**

Duration note 1	5 min	10 min	15 min	30 min	1-hr
	0.29	0.45	0.57	0.79	1.00
2 yr	0.18	0.28	0.36	0.49	0.62 $Y_2$
5 yr	0.23	0.36	0.46	0.64	0.81 note 2
10 yr	0.28	0.43	0.55	0.76	0.96 note 2
25 yr	0.33	0.52	0.66	0.91	1.15 note 2
50 yr	0.38	0.59	0.75	1.03	1.31 note 2
100 yr	0.44	0.68	0.86	1.19	1.50 $Y_{100}$

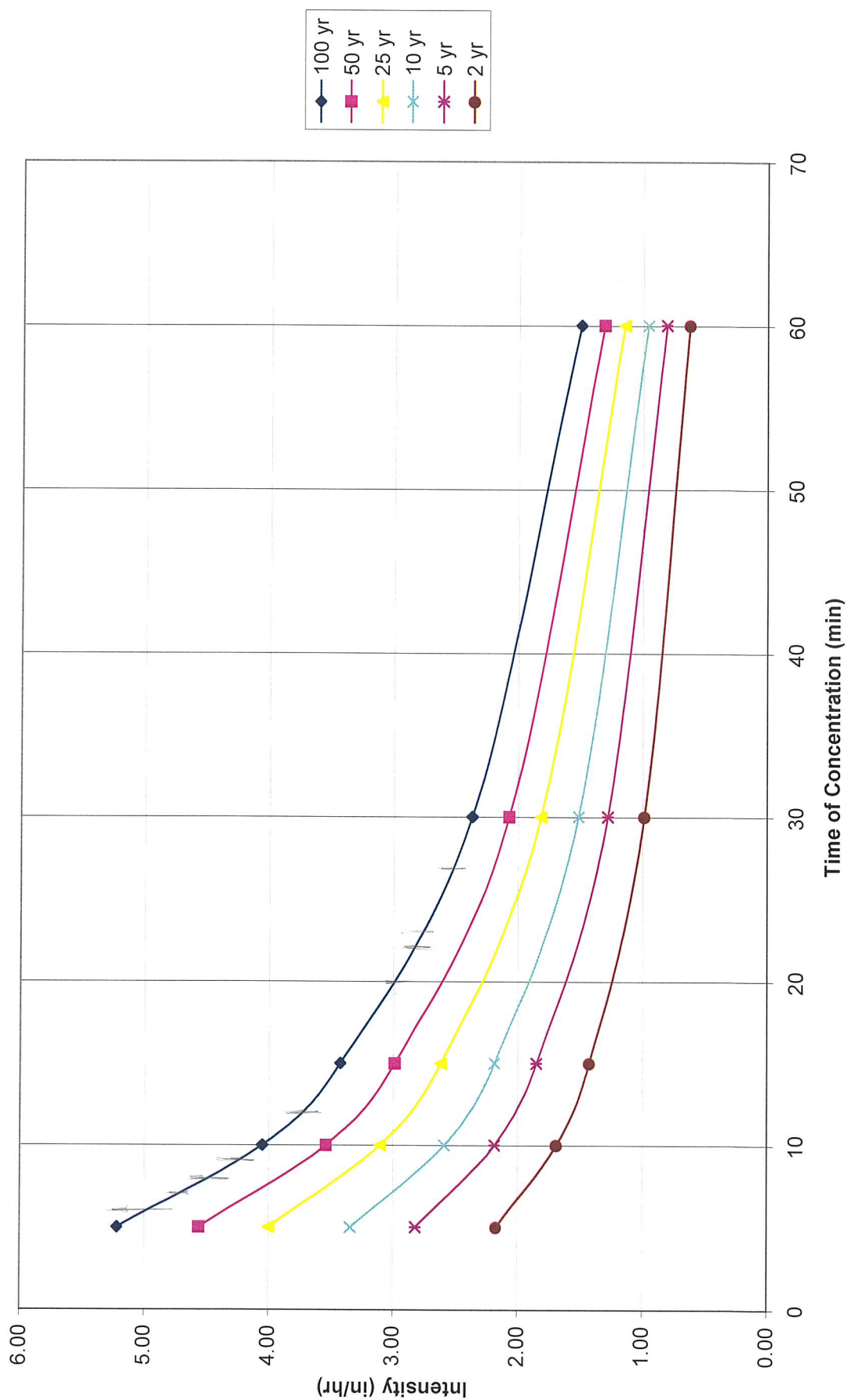
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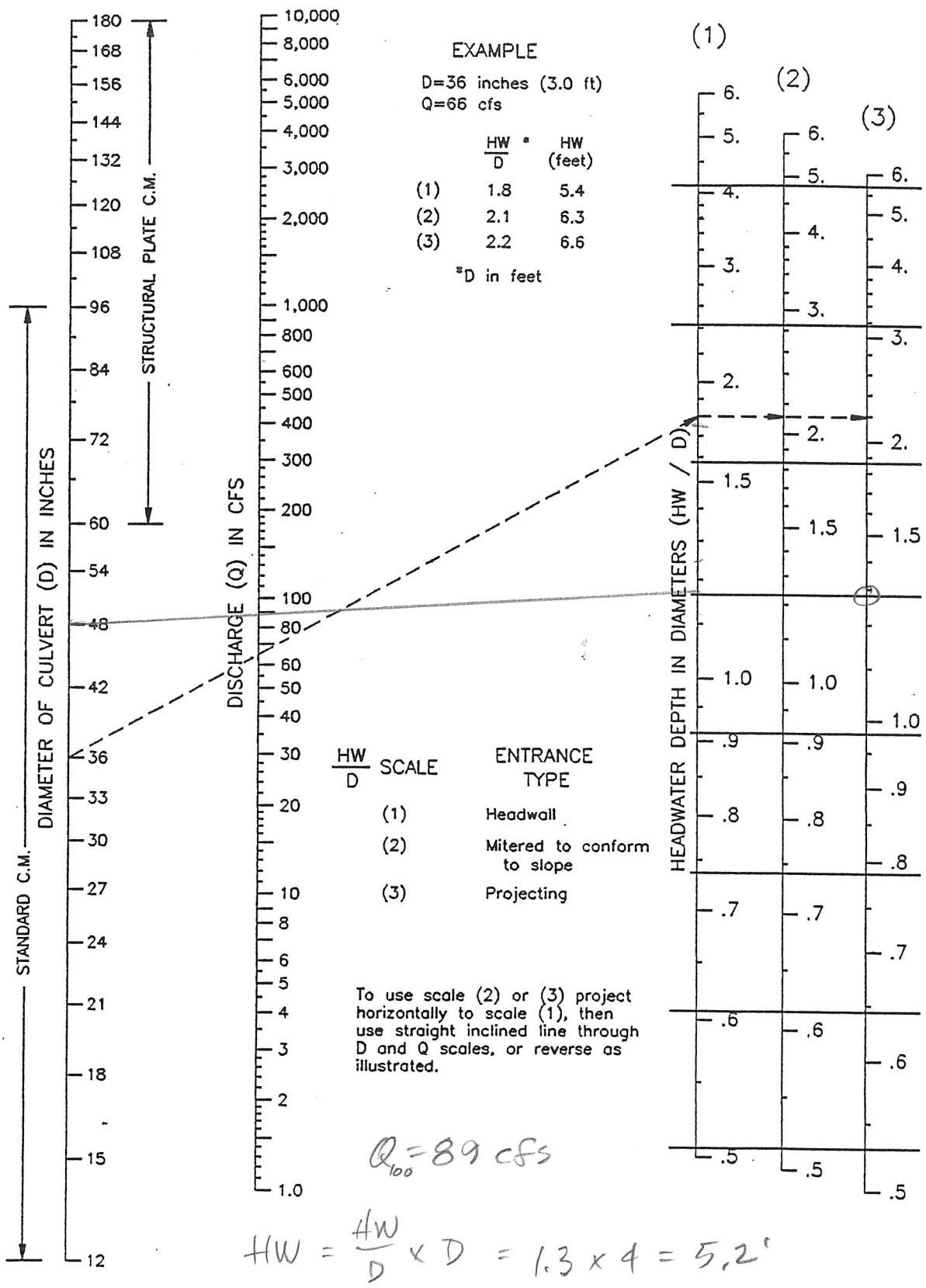
- Ratio to 1-hr from Table 12
- Interpolated from Fig. 6

**INTENSITY (INCHES PER HOUR)**

	100 yr	50 yr	25 yr	10 yr	5 yr	2 yr
5	5.22	4.56	4.00	3.34	2.82	2.17
10	4.05	3.54	3.11	2.59	2.19	1.69
15	3.42	2.99	2.62	2.19	1.85	1.42
30	2.37	2.07	1.82	1.52	1.28	0.99
60	1.50	1.31	1.15	0.96	0.81	0.62

# IDF CURVES - RIDGWAY, COLORADO



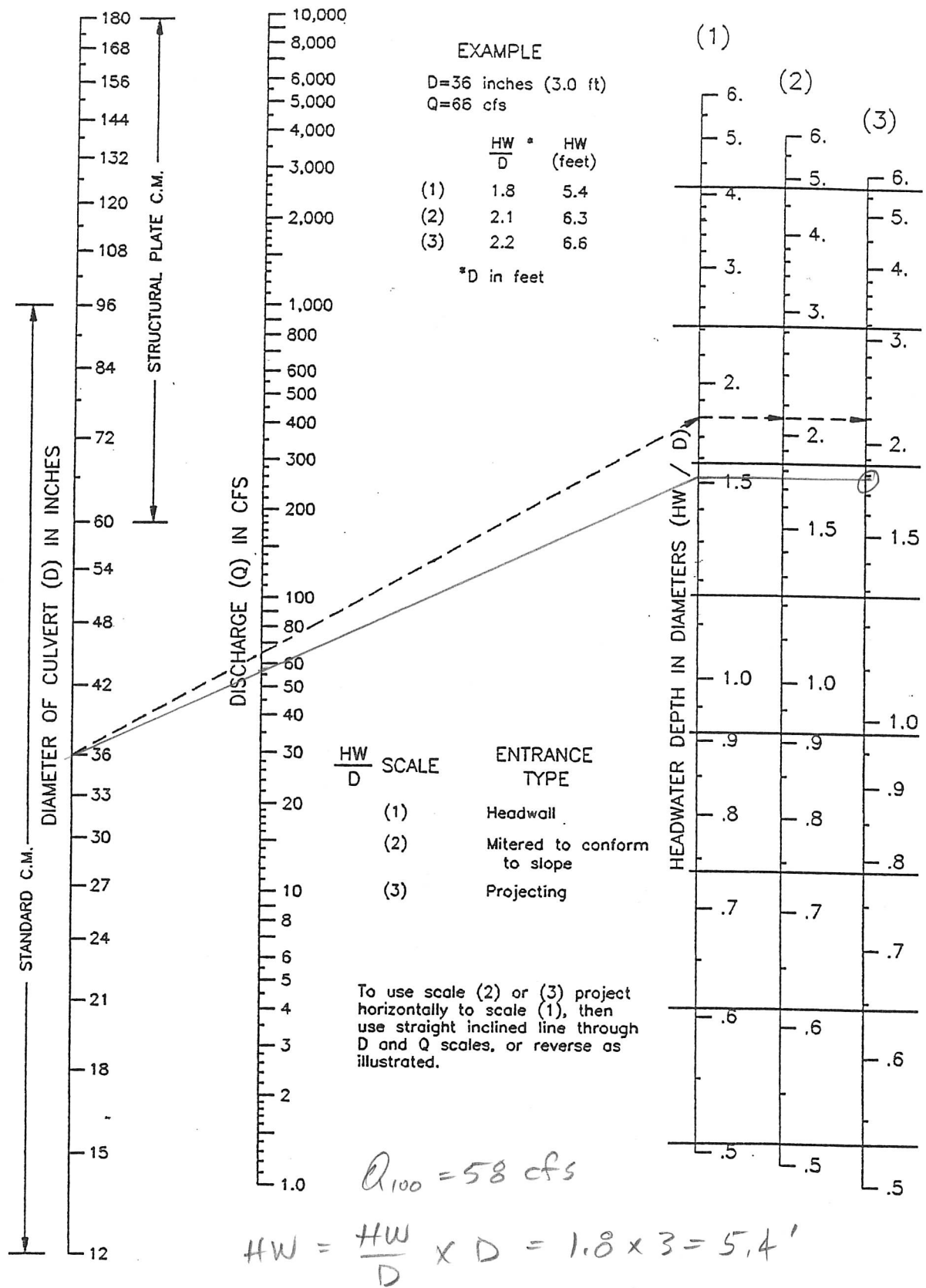


Source: Federal Highway Administration, HDS No. 5, *Hydraulic Design of Highway Culverts*.

# Headwater Depth for Corrugated Metal Pipe Culverts with Inlet Control

OFFSITE A

Date
Figure



Source: Federal Highway Administration, HDS No. 5, *Hydraulic Design of Highway Culverts*.

# Headwater Depth for Corrugated Metal Pipe Culverts with Inlet Control

OFFSITE B

Date  
 NOV 1992  
 Figure  
 HDS5C2

## **SECTION 2**

### **ONSITE RUNOFF RATIONAL METHOD CALCULATIONS**



**Del-Mont Consultants, Inc.**  
P. O. Box 486  
MONTROSE, COLORADO 81402  
Phone 249-2251

JOB The Preserve 2-1  
SHEET NO. \_\_\_\_\_ OF \_\_\_\_\_  
CALCULATED BY JR DATE 6/19/06  
CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_  
SCALE \_\_\_\_\_

Offsite Drainage Area 273 ac below City Res.  
81 ac above City Res.  
354 ac total

See worksheets 2, 3 and 4 for runoff calculations using  
SCS TR-55 methodology

<u>Onsite Drainage (Rational Method)</u>							V-Pan	
Structure	Drainage Area (ac)	C	C.A	Time of Conc. (min)	Intensity (in/hr)	Q <sub>100</sub> (cfs)	Slope (%)	Capacity (cf.)
A1	0.87 N	.55	.48	27	2.52	1.2	0.5	1.0
	0.61 S	.55	.31	12	3.73	1.2	0.9	1.4
	1.48	.55	.81	27	2.52	2.0		
A2	0.29 N	.55	.16	6	5.00	0.8	0.5	1.0
	0.32 S	.55	.18	8	4.49	0.8	0.9	1.4
	0.61	.55	.34	8	4.49	1.5		
Total A	2.09	.55	1.15	27	2.52	2.9		
B1	1.38	.45	.62	20	2.99	1.9	2.0	1.9
B2	0.41	.45	.18	7	4.73	0.9	2.0	1.9
Total B	1.79	.45	.81	20	2.99	2.4		
C1	1.30 N	.45	.59	23	2.77	1.6	2.0	1.9
	0.60 S	.45	.27	6	5.00	1.4	6.0	3.5
	1.90	.45	.86	23	2.77	2.6		
C2	0.24 N	.45	.11	6	5.00	0.6	2.0	1.9
	0.31 S	.45	.14	6	5.00	0.7	6.0	3.5
	0.55	.45	.25	6	5.00	1.3		
Total C	2.45	.45	1.10	23	2.77	3.0		

# Worksheet 3: Time of concentration (T<sub>c</sub>) or travel time (T<sub>t</sub>)

Project The Preserve By JR Date 6/19/06  
 Location \_\_\_\_\_ Checked \_\_\_\_\_ Date \_\_\_\_\_  
 Circle one: Present Developed ON SITE  
 Circle one: T<sub>c</sub> T<sub>t</sub> through subarea \_\_\_\_\_

NOTES: Space for as many as two segments per flow type can be used for each worksheet.

Include a map, schematic, or description of flow segments.

Sheet flow (Applicable to T <sub>c</sub> only)	Segment ID	A1 North	A1 South	A2 North	A2 South
1. Surface description (table 3-1) .....		Prairie Grass			
2. Manning's roughness coeff., n (table 3-1) ..		.15	.15	.15	.15
3. Flow length, L (total L ≤ 300 ft) ..... ft		130	50	25	25
4. Two-yr 24-hr rainfall, P <sub>2</sub> ..... in		1.2	1.2	1.2	1.2
5. Land slope, s ..... ft/ft		.01	.02	.02	.02
6. $T_c = \frac{0.007 (nL)^{0.8}}{P_2^{0.5} s^{0.4}}$ Compute T <sub>c</sub> ..... hr		.43	.15	.09	.09
		26	9	5	5
Shallow concentrated flow	Segment ID				
7. Surface description (paved or unpaved) .....		P	P	P	P
8. Flow length, L ..... ft		80	290	150	340
9. Watercourse slope, s ..... ft/ft		.005	.005	.009	.009
10. Average velocity, V (figure 3-1) ..... ft/s		1.5	1.5	2.0	2.0
11. $T_c = \frac{L}{3600 V}$ Compute T <sub>c</sub> ..... hr		.015	.05	.02	.05
		1	3	1	3
Channel flow	Segment ID				
12. Cross sectional flow area, a ..... ft <sup>2</sup>					
13. Wetted perimeter, P <sub>w</sub> ..... ft					
14. Hydraulic radius, $r = \frac{a}{P_w}$ Compute r ..... ft					
15. Channel slope, s ..... ft/ft					
16. Manning's roughness coeff., n .....					
17. $V = \frac{1.49 r^{2/3} s^{1/2}}{n}$ Compute V ..... ft/s					
18. Flow length, L ..... ft					
19. $T_c = \frac{L}{3600 V}$ Compute T <sub>c</sub> ..... hr					
20. Watershed or subarea T <sub>c</sub> or T <sub>t</sub> (add T <sub>c</sub> in steps 6, 11, and 19) ..... hr					
TOTAL min.		27	12	6	8

Worksheet 3: Time of concentration ( $T_c$ ) or travel time ( $T_t$ )

2-3

Project The Preserve By JR Date 6/19/06  
 Location \_\_\_\_\_ Checked \_\_\_\_\_ Date \_\_\_\_\_  
 Circle one: Present Developed ON SITE  
 Circle one:  $T_c$   $T_t$  through subarea \_\_\_\_\_

NOTES: Space for as many as two segments per flow type can be used for each worksheet.

Include a map, schematic, or description of flow segments.

Sheet flow (Applicable to  $T_c$  only)

Segment ID

1. Surface description (table 3-1) .....
2. Manning's roughness coeff.,  $n$  (table 3-1) ..
3. Flow length,  $L$  (total  $L \leq 300$  ft) ..... ft
4. Two-yr 24-hr rainfall,  $P_2$  ..... in
5. Land slope,  $s$  ..... ft/ft
6.  $T_t = \frac{0.007 (nL)^{0.8}}{P_2^{0.5} s^{0.4}}$  Compute  $T_t$  ..... hr  
min

B1	B2			
Grass	→			
.15	.15			
80	25			
1.2	1.2			
.01	.02			
.29	.09			
18	5			

Shallow concentrated flow

Segment ID

7. Surface description (paved or unpaved) .....
8. Flow length,  $L$  ..... ft
9. Watercourse slope,  $s$  ..... ft/ft
10. Average velocity,  $V$  (figure 3-1) ..... ft/s
11.  $T_t = \frac{L}{3600 V}$  Compute  $T_t$  ..... hr  
min

P	P			
400	425			
.02	.02			
2.9	2.9			
.04	.04			
2	2			

Channel flow

Segment ID

12. Cross sectional flow area,  $a$  ..... ft<sup>2</sup>
13. Wetted perimeter,  $p_w$  ..... ft
14. Hydraulic radius,  $r = \frac{a}{p_w}$  Compute  $r$  ..... ft
15. Channel slope,  $s$  ..... ft/ft
16. Manning's roughness coeff.,  $n$  .....
17.  $V = \frac{1.49 r^{2/3} s^{1/2}}{n}$  Compute  $V$  ..... ft/s
18. Flow length,  $L$  ..... ft
19.  $T_t = \frac{L}{3600 V}$  Compute  $T_t$  ..... hr
20. Watershed or subarea  $T_c$  or  $T_t$  (add  $T_c$  in steps 6, 11, and 19) ..... hr


TOTAL min

20	7			
----	---	--	--	--

# Worksheet 3: Time of concentration ( $T_c$ ) or travel time ( $T_t$ )

2-4

Project The Preserve By JR Date 6/19/06  
 Location \_\_\_\_\_ Checked \_\_\_\_\_ Date \_\_\_\_\_  
 Circle one: Present Developed ONSITE  
 Circle one:  $T_c$   $T_t$  through subarea \_\_\_\_\_

NOTES: Space for as many as two segments per flow type can be used for each worksheet.

Include a map, schematic, or description of flow segments.

## Sheet flow (Applicable to $T_c$ only)

Segment ID

1. Surface description (table 3-1) .....
2. Manning's roughness coeff.,  $n$  (table 3-1) ..
3. Flow length,  $L$  (total  $L \leq 300$  ft) ..... ft
4. Two-yr 24-hr rainfall,  $P_2$  ..... in
5. Land slope,  $s$  ..... ft/ft
6.  $T_t = \frac{0.007 (nL)^{0.8}}{P_2^{0.5} s^{0.4}}$  Compute  $T_t$  ..... hr  
min

C1 North	C1 South	C2 North	C2 South
Prairie Grass	—	—	—
.15	.15	.15	.15
150	25	25	25
1.2	1.2	1.2	1.2
.02	.02	.02	.02
.37	.09	.09	.09
22	5	5	5

## Shallow concentrated flow

Segment ID

7. Surface description (paved or unpaved) .....
8. Flow length,  $L$  ..... ft
9. Watercourse slope,  $s$  ..... ft/ft
10. Average velocity,  $V$  (figure 3-1) ..... ft/s
11.  $T_t = \frac{L}{3600 V}$  Compute  $T_t$  ..... hr  
min

P	P	P	P
260	360	260	415
.02	.06	.02	.06
2.9	5.0	2.9	5.0
.02	.02	.02	.02
1	1	1	1

## Channel flow

Segment ID

12. Cross sectional flow area,  $a$  ..... ft<sup>2</sup>
13. Wetted perimeter,  $p_w$  ..... ft
14. Hydraulic radius,  $r = \frac{a}{p_w}$  Compute  $r$  ..... ft
15. Channel slope,  $s$  ..... ft/ft
16. Manning's roughness coeff.,  $n$  .....
17.  $V = \frac{1.49 r^{2/3} s^{1/2}}{n}$  Compute  $V$  ..... ft/s
18. Flow length,  $L$  ..... ft
19.  $T_t = \frac{L}{3600 V}$  Compute  $T_t$  ..... hr
20. Watershed or subarea  $T_c$  or  $T_t$  (add  $T_t$  in steps 6, 11, and 19) ..... hr


TOTAL min.

23	6	6	6
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## **SECTION 3**

### **VALLEY PAN, INLET AND STORM DRAIN CALCULATIONS**

**Del-Mont Consultants, Inc.**  
P. O. Box 486  
MONTROSE, COLORADO 81402  
Phone 249-2251

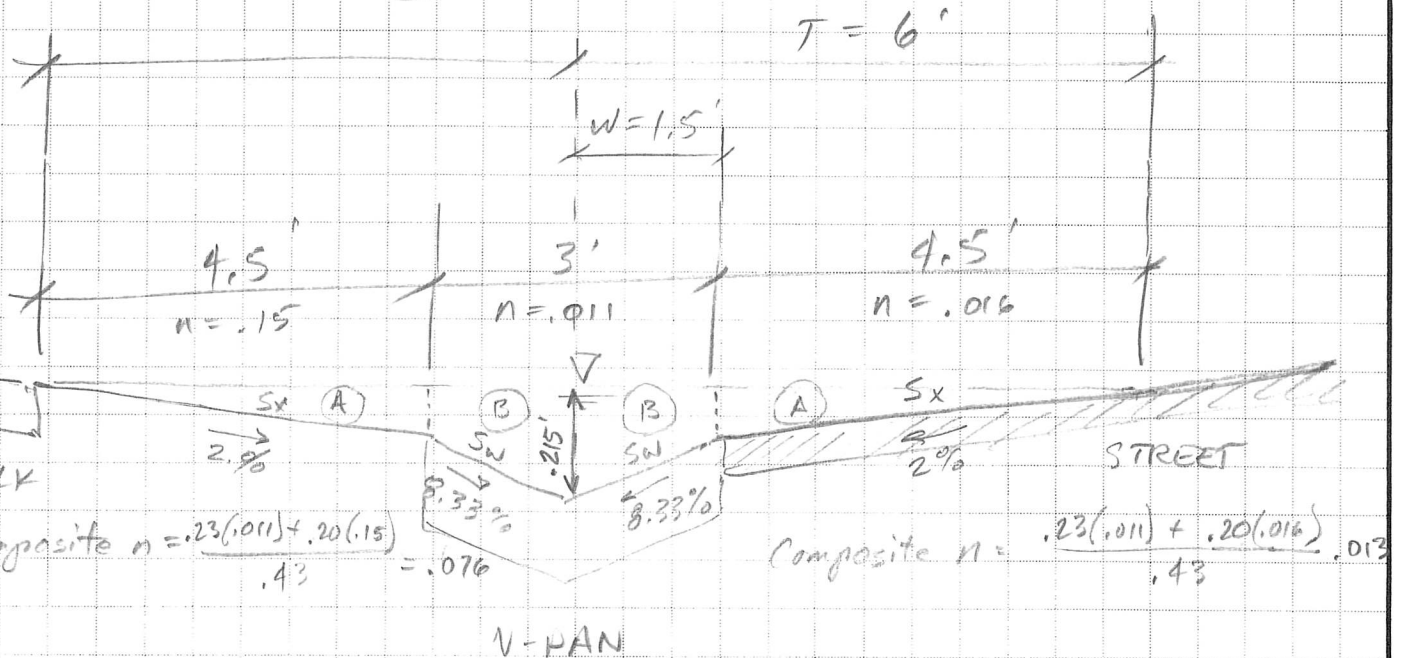
JOB The Preserve 3-1  
SHEET NO. \_\_\_\_\_ OF \_\_\_\_\_  
CALCULATED BY JR DATE 6/19/06  
CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_  
SCALE \_\_\_\_\_

# VALLEY PAN CAPACITY

$$\text{Area (A)} = 4.5^2 \times \frac{S_x}{2} = 0.20 \text{ ft}^2$$

$$\text{Area (B)} = \left(1.5^2 \times \frac{S_w}{2}\right) + (1.5 \times 4.5 S_x) = 0.23 \text{ ft}^2$$

$$\text{Area (A) + (B)} = .43 \text{ ft}^2$$

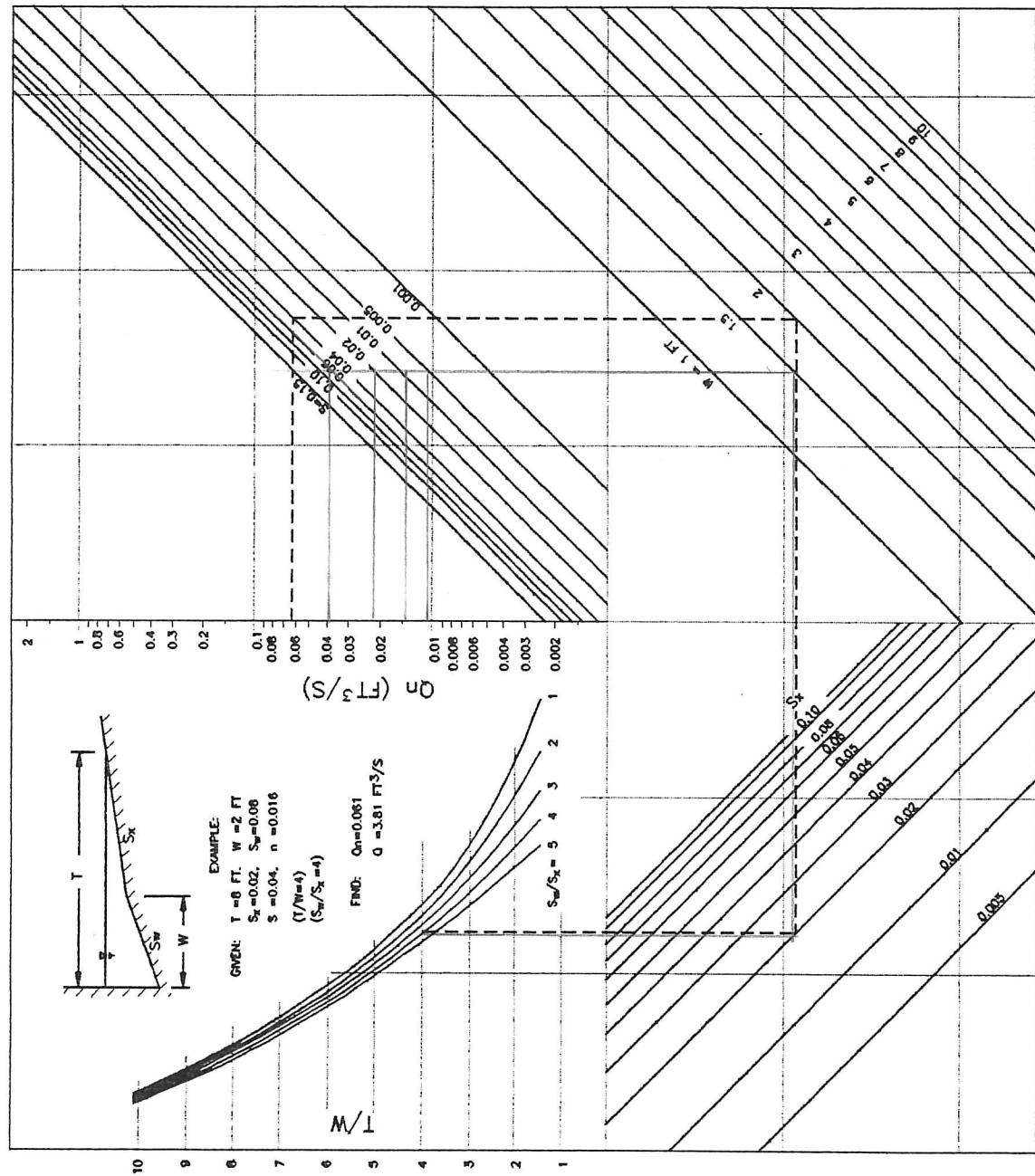


$$T/W = 4$$

$$S_w/S_x = 4.17$$

			$n = .076$	$n = .013$	Total (cfs)
$S = 0.5\%$	$Q_n = .011$	$Q =$	0.14	0.85	1.0
$S = 0.9\%$	$Q_n = .015$	$Q =$	0.20	1.15	1.4
$S = 2.0\%$	$Q_n = .021$	$Q =$	0.28	1.62	1.9
$S = 6.0\%$	$Q_n = .039$	$Q =$	0.51	3.00	3.5





Source: Federal Highway Administration, HEC No. 12, Drainage of Highway Pavements.

# Flow in Composite Gutter Sections

Date

Figure

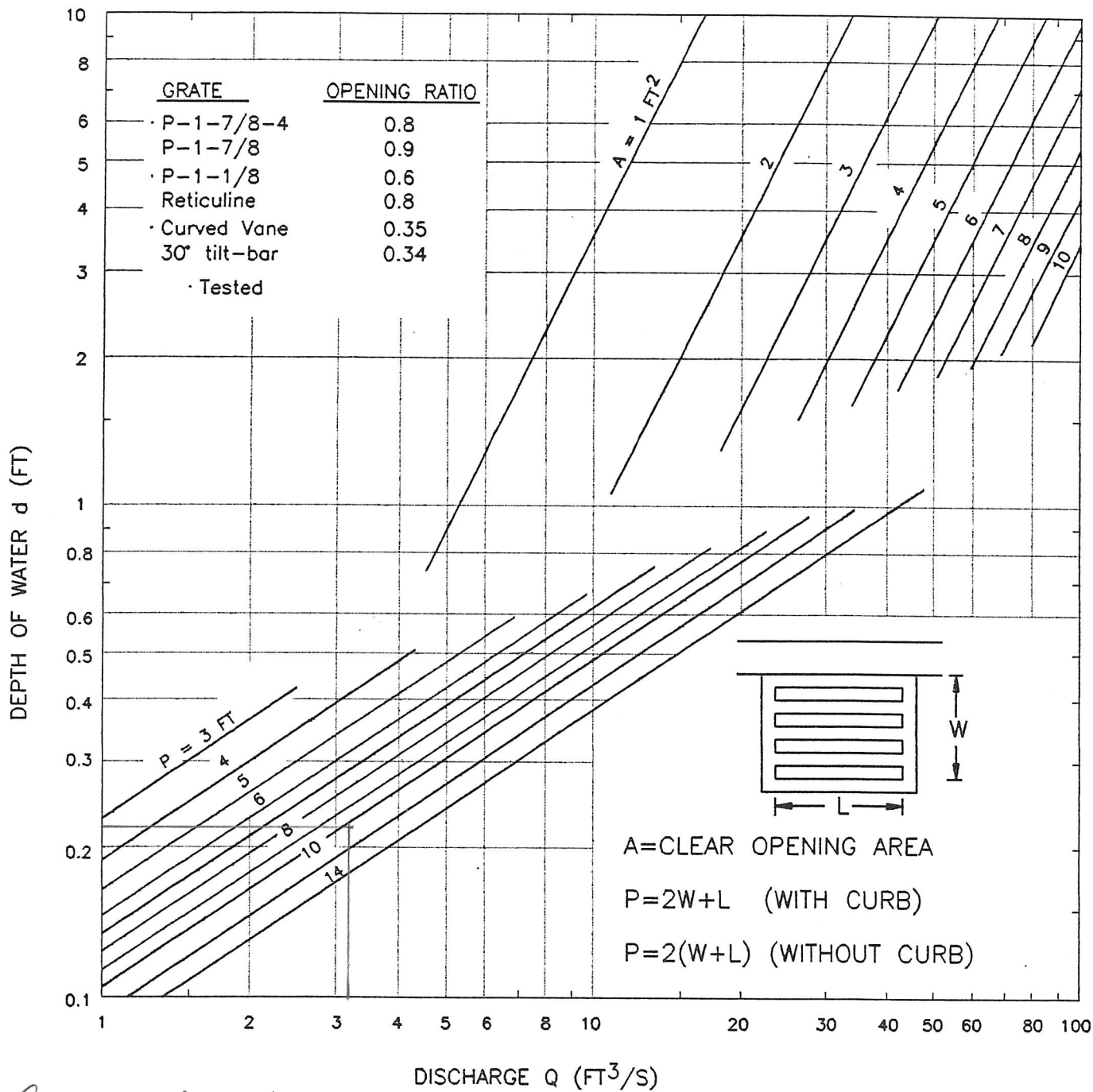
# STORM DRAIN OUTFALL PIPE

## Worksheet for Circular Channel

Project Description	
Project File	c:\haestad\fmw\preserve.fm2
Worksheet	STORM DRAIN
Flow Element	Circular Channel
Method	Manning's Formula
Solve For	Channel Slope

Input Data	
Mannings Coefficient	0.024
Depth	8.0 in
Diameter	12.00 in
Discharge	3.00 cfs

Results	
Channel Slope	0.039332 ft/ft
Flow Area	0.56 ft <sup>2</sup>
Wetted Perimeter	1.91 ft
Top Width	0.94 ft
Critical Depth	0.74 ft
Percent Full	66.67
Critical Slope	0.029751 ft/ft
Velocity	5.39 ft/s
Velocity Head	0.45 ft
Specific Energy	1.12 ft
Froude Number	1.24
Maximum Discharge	4.12 cfs
Full Flow Capacity	3.83 cfs
Full Flow Slope	0.024168 ft/ft
Flow is supercritical.	



CASTINGS INC. INLET #13

$L = 39\frac{1}{4}''$   
 $W = 22\frac{3}{16}''$   $\Rightarrow P = 10.3'$ ,  $d = .22' \Rightarrow Q = 3.1 \text{ CFS}$

Source: Federal Highway Administration, HEC No. 12, Drainage of Highway Pavements.

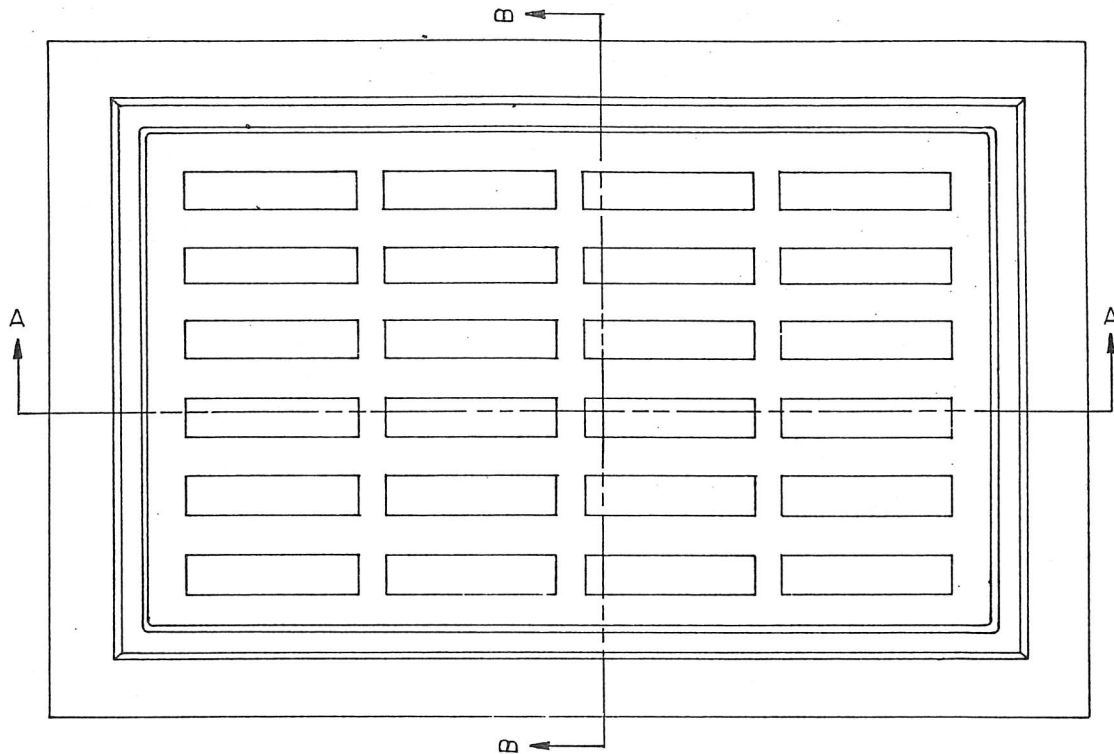
## Grate Inlet Capacity in Sump Conditions

Date

Figure

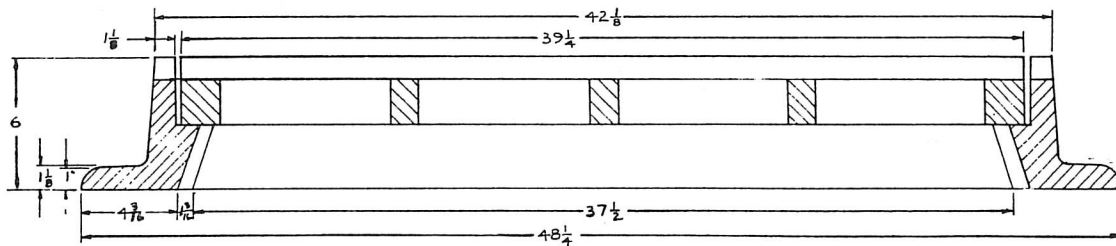
3-5

**INLET FRAME AND GRATE No. 13**  
IFG-680 C.I.

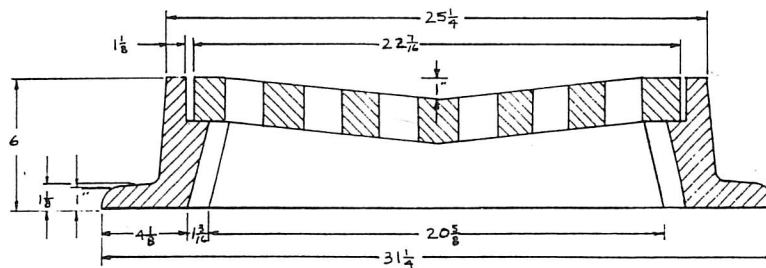


APPROXIMATE WEIGHT - CAST IRON

GRATE	275
FRAME	405
APX. TOTAL WT	680



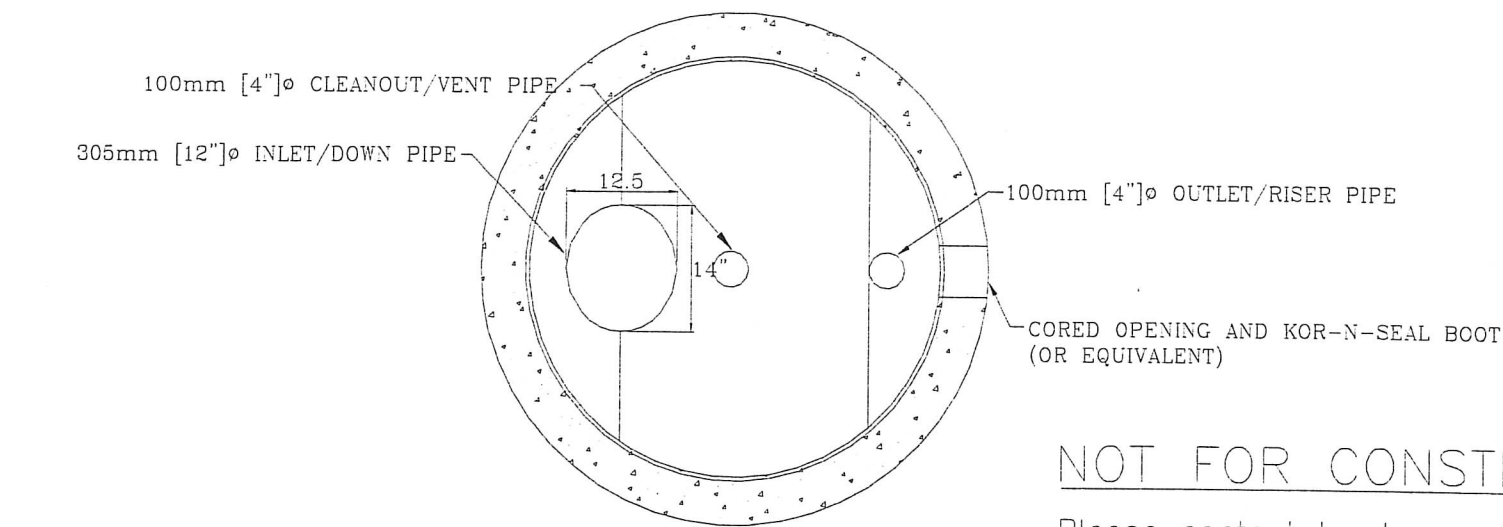
SECTION A-A



SECTION B-B



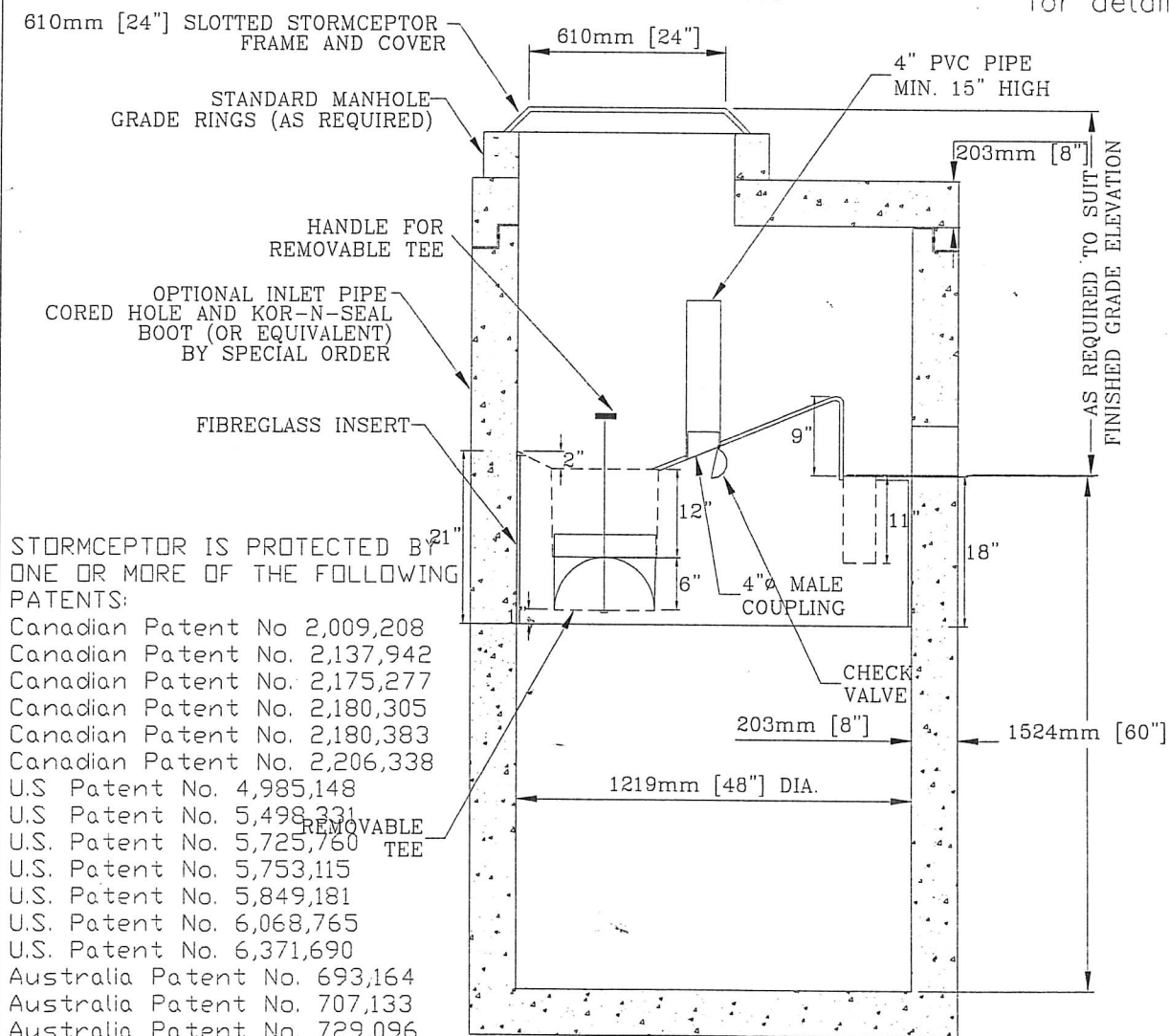
**CASTINGS INC.**  
560 FOURTH AVE • P.O. BOX 669 • GRAND JCT. CO. 81502



PLAN VIEW

NOT FOR CONSTRUCTION

Please contact local manufacturer for detailed construction drawings



PROFILE VIEW

STORMCEPTOR IS PROTECTED BY ONE OR MORE OF THE FOLLOWING PATENTS:

- Canadian Patent No. 2,009,208
- Canadian Patent No. 2,137,942
- Canadian Patent No. 2,175,277
- Canadian Patent No. 2,180,305
- Canadian Patent No. 2,180,383
- Canadian Patent No. 2,206,338
- U.S. Patent No. 4,985,148
- U.S. Patent No. 5,498,231
- U.S. Patent No. 5,725,750
- U.S. Patent No. 5,753,115
- U.S. Patent No. 5,849,181
- U.S. Patent No. 6,068,765
- U.S. Patent No. 6,371,690
- Australia Patent No. 693,164
- Australia Patent No. 707,133
- Australia Patent No. 729,096
- New Zealand Patent No. 314,646
- China Patent No. ZL 97 1 13074.4
- European Patent Treaty 95 307 996.9

TITLE: INLET STORMCEPTOR

DRAWING: STC450I.DWG  
DRAWN BY: A.M. GIBSON

PROJECT:

DATE: NOVEMBER 29, 1996  
REVISED: NOVEMBER 24, 1998  
SCALE: NTS



Stormceptor CD Sizing Program  
United States  
Version 4.0.0

Project Details			
Project	The Preserve System A	Project #	0556
Location	Ridgway, CO	Company	Del-Mont
Date	6-20-06	Contact	J Roberts

Selected Rainfall Station		Particle Size Distribution		
State	Colorado	Diam. (um)	Percent (%)	Spec. Gravity
Name	OURAY			
ID #	6203	20	20	1.30
Elev. (ft)	7837.926	60	20	1.80
Latitude	N 38 deg 1 min	150	20	2.20
Longitude	W 107 deg 40 min	400	20	2.65
		2000	20	2.65

Site Parameters	
Total Area (ac)	2.09
Imperviousness (%)	55
Impervious Area (ac)	1.15

Stormceptor Sizing Table		
Stormceptor Model	% Runoff Treated	% TSS Removal
→ STC 450	98	79 ←
STC 900	99	87
STC 1200	99	88
STC 1800	99	88
STC 2400	100	90
STC 3600	100	92
STC 4800	100	93
STC 6000	100	94
STC 7200	100	95
STC 11000	100	97
STC 13000	100	97
STC 16000	100	98

No SPECIFIC  
CRITERIA EXISTS,  
BUT GENERAL  
INDUSTRY  
TARGET REMOVAL  
RATE IS 80%±

Comments :



Stormceptor CD Sizing Program  
United States  
Version 4.0.0

Project Details

Project	The Preserve System C	Project #	0556
Location	Ridgway, CO	Company	Del-Mont
Date	6-20-06	Contact	J Roberts

Selected Rainfall Station

State	Colorado
Name	OURAY
ID #	6203
Elev. (ft)	7837.926
Latitude	N 38 deg 1 min
Longitude	W 107 deg 40 min

Site Parameters

Total Area (ac)	2.45
Imperviousness (%)	45
Impervious Area (ac)	1.10

Particle Size Distribution

Diam. (um)	Percent (%)	Spec. Gravity
20	20	1.30
60	20	1.80
150	20	2.20
400	20	2.65
2000	20	2.65

Stormceptor Sizing Table

Stormceptor Model	% Runoff Treated	% TSS Removal
STC 450	98	79
STC 900	99	87
STC 1200	99	88
STC 1800	99	89
STC 2400	100	91
STC 3600	100	92
STC 4800	100	94
STC 6000	100	94
STC 7200	100	95
STC 11000	100	97
STC 13000	100	97
STC 16000	100	98

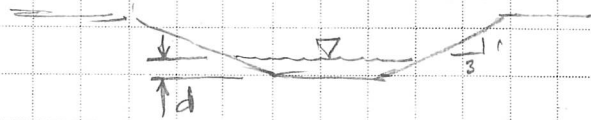
Comments :

## **SECTION 4**

### **RIP RAP CALCULATIONS**

## RIP RAP DESIGN

From FHWA HEC -11



### Offsite Area A:

$$Q = 89 \text{ cfs}$$

$$S = 6.56 \%$$

$$V = 8.4 \text{ fps}$$

$$d = 1.22 \text{ ft}$$

$$\text{Assume } K = 1.0' / (D_{50})$$

$$K/d = 1.0/1.22 = 0.82$$

$$V_s/V = 0.93 \text{ (Fig. 1)}$$

$$V_s = 0.93(8.4) = 7.8 \text{ fps}$$

$$\Rightarrow \text{Min. } D_{50} = 0.5' \text{ (Fig 2) OK}$$

### Offsite Area B:

$$Q = 58 \text{ cfs}$$

$$S = 0.75 \%$$

$$V = 3.5 \text{ fps}$$

$$d = 2.05 \text{ ft}$$

$$\text{Assume } K = 0.5' / (D_{50})$$

$$K/d = 0.5/2.05 = 0.24$$

$$V_s/V = 0.63 \text{ (Fig 1)}$$

$$V_s = 0.63(3.5) = 2.2 \text{ fps}$$

$$\Rightarrow \text{Min } D_{50} = 0.1' \text{ (Fig 2) OK}$$

### Onsite Flow:

System A

$$Q_{100} = 2.9 \text{ cfs}$$

System B

$$Q_{100} = 3.0 \text{ cfs}$$

System C

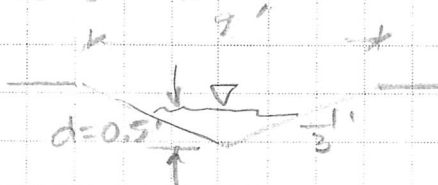
$$Q_{100} = 2.8 \text{ cfs}$$

Design condition

$$Q = 3.0 \text{ cfs}$$

$$S = 8 \%$$

$$V = 4.0 \text{ fps}$$



$$\text{Assume } K = 0.5' / (D_{50})$$

$$K/d = 0.5/0.5 = 1.0$$

$$V_s/V = 1.0 \text{ (Fig 1)}$$

$$V_s = 1.0(4.0) = 4.0 \text{ fps}$$

$$\Rightarrow \text{Min } D_{50} = 0.2' \text{ (Fig 2)} \Rightarrow D_{50} = 0.5 \text{ OK}$$

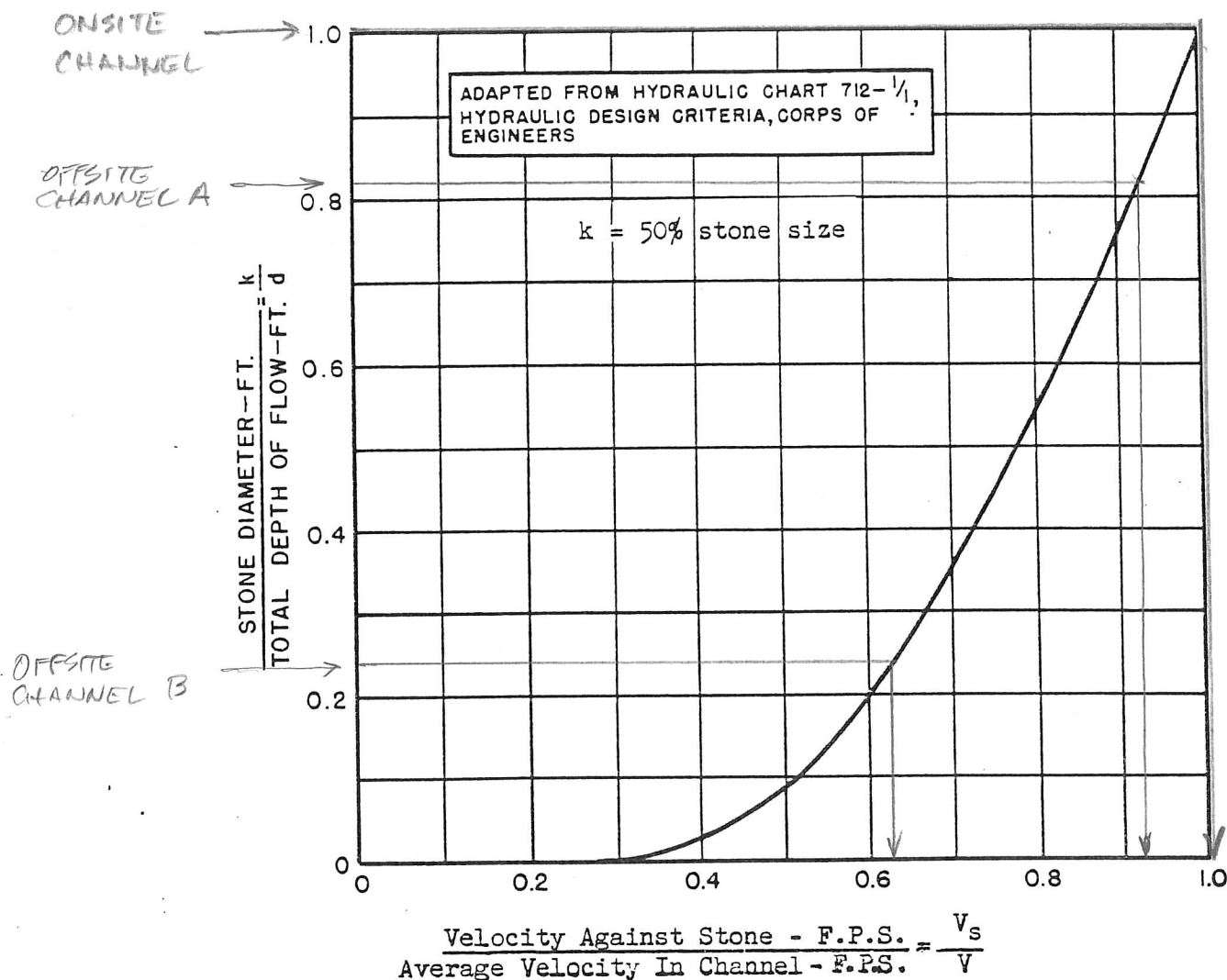


FIG. 1 - VELOCITY AGAINST STONE ON CHANNEL BOTTOM

The size of stone required to resist displacement from direct impingement of the current as might occur with a sharp change in stream alignment is greater than the value obtained from figure 2, although research data is lacking on just how much larger the stone should be. The California Division of Highways (6) recommends doubling the velocity against the stone as determined for straight alignment before entering figure 2 for stone size. Lane (9) recommends reducing the allowable velocity by 22 percent for very sinuous channels; for determining stone size by figure 2, the velocity ( $V_s$ ) would be increased by 22 percent. Until data are available for determining the stone size at the point of impingement, a factor which would vary from 1 to 2 depending upon the severity of the attack by the current, should be applied to the velocity  $V_s$  before entering figure 2.

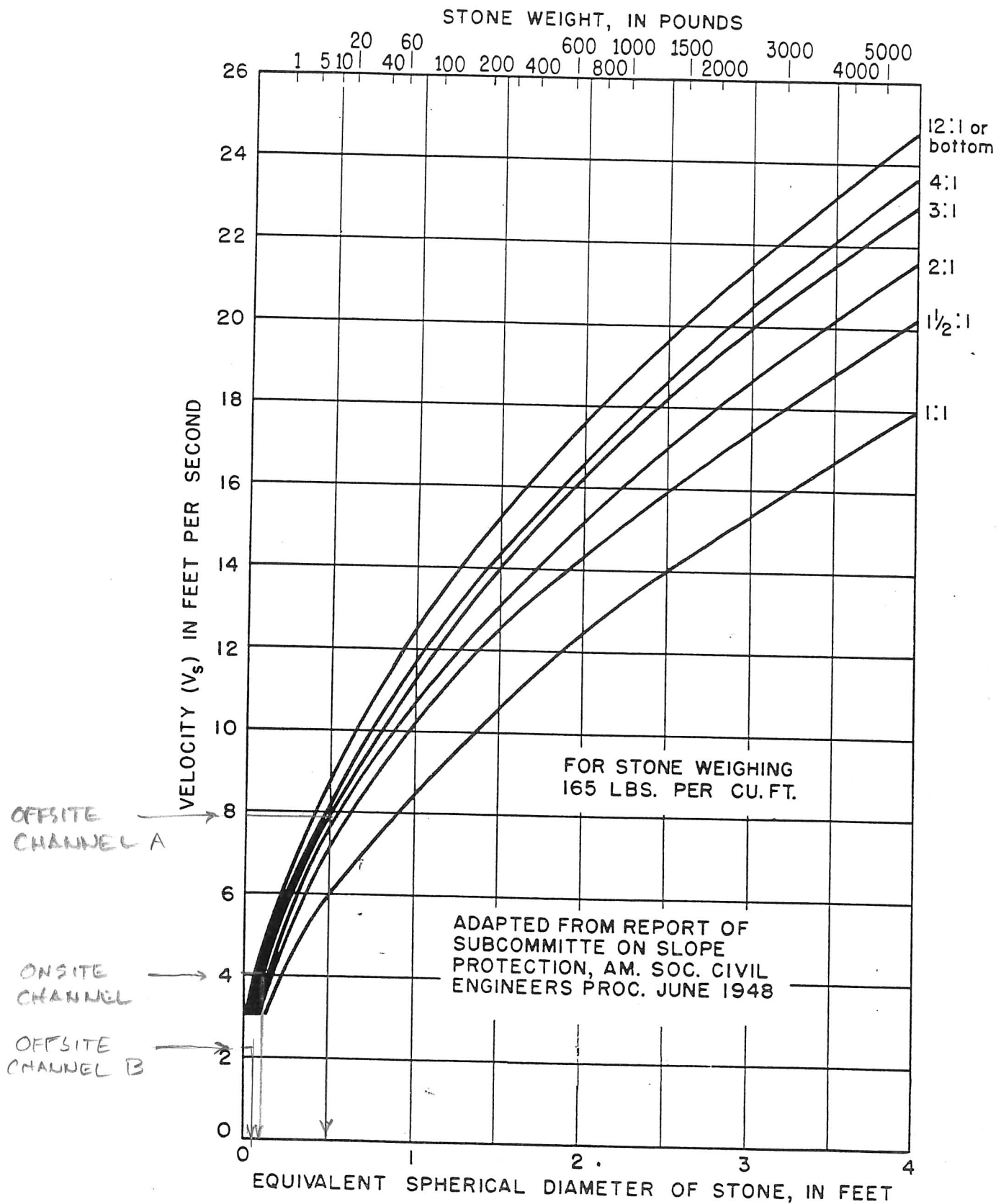


FIG. 2-SIZE OF STONE THAT WILL RESIST DISPLACEMENT FOR VARIOUS VELOCITIES AND SIDE SLOPES

OUTLET CHANNEL, OFFSITE AREA A  
Worksheet for Trapezoidal Channel

Project Description	
Project File	c:\haestad\fmw\preserve.fm2
Worksheet	Offsite Flow Culvert Outlet
Flow Element	Trapezoidal Channel
Method	Manning's Formula
Solve For	Channel Depth

Input Data		
Mannings Coefficient	0.040	
Channel Slope	0.065600	ft/ft
Left Side Slope	3.000000	H : V
Right Side Slope	3.000000	H : V
Bottom Width	5.00	ft
Discharge	89.00	cfs

Results		
Depth	1.22	ft
Flow Area	10.58	ft <sup>2</sup>
Wetted Perimeter	12.72	ft
Top Width	12.33	ft
Critical Depth	1.57	ft
Critical Slope	0.023968	ft/ft
Velocity	8.41	ft/s
Velocity Head	1.10	ft
Specific Energy	2.32	ft
Froude Number	1.60	
Flow is supercritical.		



OUTLET CHANNEL, OFFSITE AREA B  
Worksheet for Trapezoidal Channel

Project Description	
Project File	c:\haestad\fmw\preserve.fm2
Worksheet	Offsite Flow Culvert Outlet
Flow Element	Trapezoidal Channel
Method	Manning's Formula
Solve For	Channel Depth

Input Data		
Mannings Coefficient	0.040	
Channel Slope	0.007500	ft/ft
Left Side Slope	3.000000	H : V
Right Side Slope	3.000000	H : V
Bottom Width	2.00	ft
Discharge	58.00	cfs

Results		
Depth	2.05	ft
Flow Area	16.74	ft <sup>2</sup>
Wetted Perimeter	14.98	ft
Top Width	14.31	ft
Critical Depth	1.58	ft
Critical Slope	0.025350	ft/ft
Velocity	3.46	ft/s
Velocity Head	0.19	ft
Specific Energy	2.24	ft
Froude Number	0.56	
Flow is subcritical.		

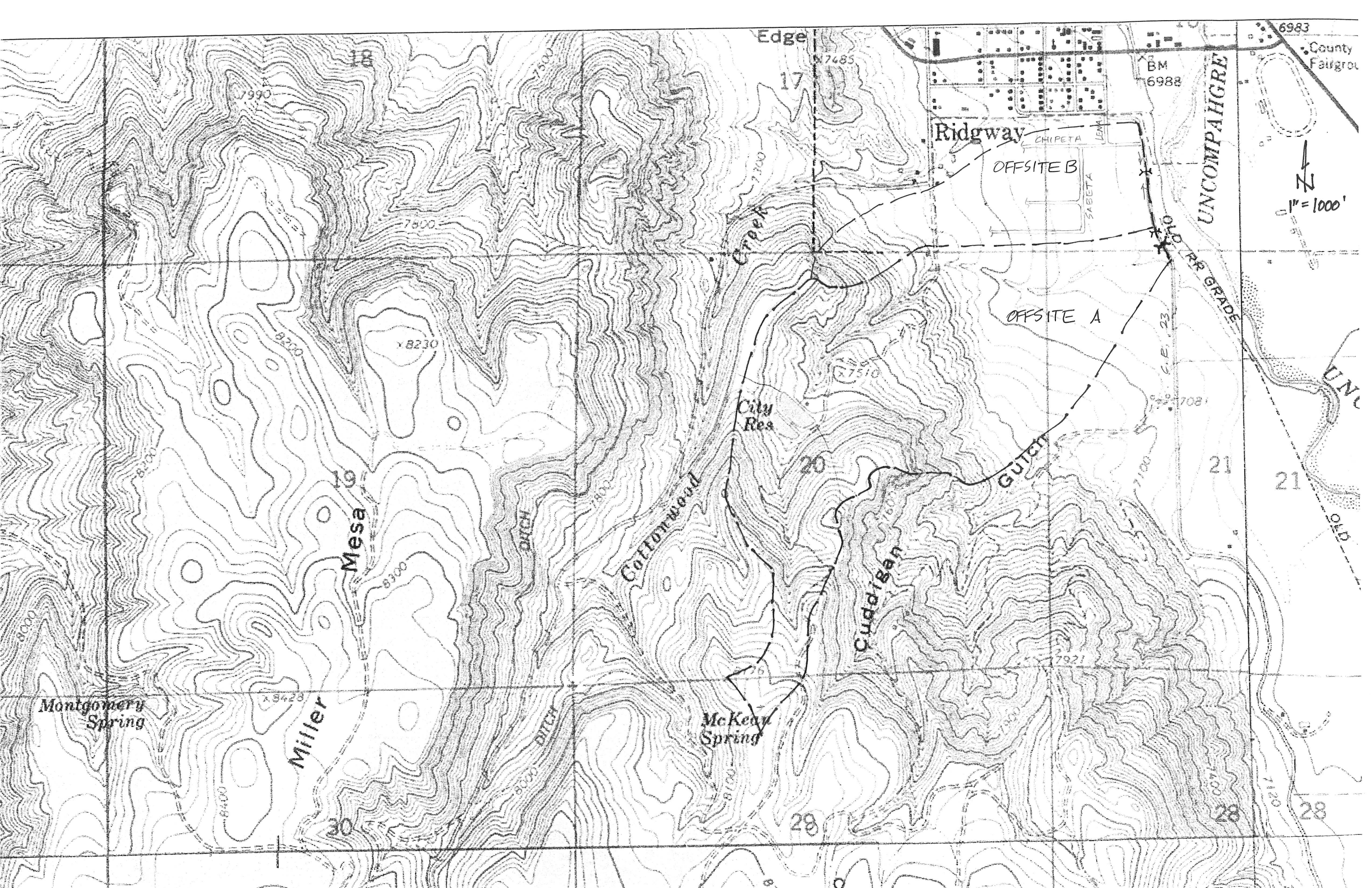
# OUTLET CHANNEL, ONSITE STORM DRAINS Worksheet for Triangular Channel

Project Description	
Project File	c:\haestad\fmw\preserve.fm2
Worksheet	ONSITE OUTFALL CHANNEL
Flow Element	Triangular Channel
Method	Manning's Formula
Solve For	Channel Depth

Input Data	
Mannings Coefficient	0.040
Channel Slope	0.080000 ft/ft
Left Side Slope	3.000000 H : V
Right Side Slope	3.000000 H : V
Discharge	3.00 cfs

Results		
Depth	0.50	ft
Flow Area	0.75	ft <sup>2</sup>
Wetted Perimeter	3.15	ft
Top Width	2.99	ft
Critical Depth	0.57	ft
Critical Slope	0.037926	ft/ft
Velocity	4.02	ft/s
Velocity Head	0.25	ft
Specific Energy	0.75	ft
Froude Number	1.42	
Flow is supercritical.		

**SECTION 5**  
**DRAINAGE MAPS**



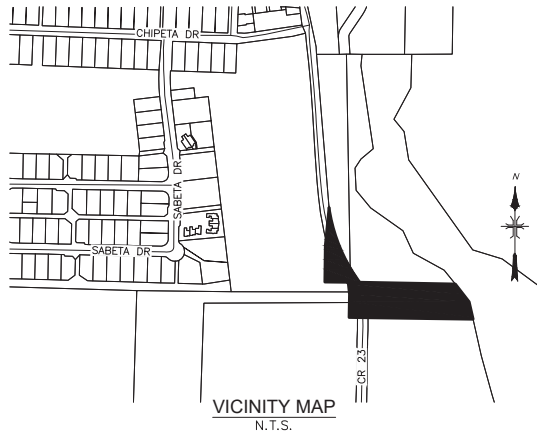






# DALWHINNIE ANNEX SUBDIVISION

SITUATED IN SECTIONS 16 & 21, TOWNSHIP 45 NORTH, RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN  
TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO  
SKETCH PLAN



#### PLAT NOTES:

- No residential development is allowed on Lot 1 or Lot 2.
- Permitted uses of Lot 1 and Lot 2 include Town of Ridgway approved infrastructure, including but not limited to the sewer lift station, water lines and sewer lines for The Preserve PUD located to the north; recreational path and easement; and utilities.
- All construction will conform with the Ridgway Municipal Code.
- Outdoor Lighting; All outdoor lighting shall conform to Ridgway Municipal Code Section 7-4-6(M), Outdoor Lighting Regulations, as may be amended.
- The maximum number of dwelling units allowed is 0 for which the applicable excise tax has been paid. If any additional units are added the excise tax for said units shall be due with the building permit or upon any further subdivision.

#### CERTIFICATE OF DEDICATION AND OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS that the undersigned, being the owner of certain lands in the Town of Ridgway, Colorado, to wit:

A parcel of land situated in Section 21, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:

Beginning at a point on the North line of said Section 21, said point being S89°28'23"E 193.29 feet from the West 1/16 corner common to said Sections 16 and 21;

Thence along said North line S89°28'23"E 496.08 feet;

Thence S38°52'07"E 107.23 feet;

Thence S11°45'17"E 119.88 feet;

Thence N89°28'23"W 583.64 feet to a point on the East Right of Way of County Road 23;

Thence the following two courses along said Right of Way:

Thence N01°06'16"E 133.81 feet;

Thence N05°48'09"W 66.61 feet to the Point of Beginning.

Containing 2.53 Acres more or less as described.

County of Ouray, State of Colorado

#### TOGETHER WITH

A parcel of land situated in Section 16, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:

Beginning at the W 1/16 corner common to said Sections 16 and 21;

Thence along the West line of the SE1/4SW1/4 said Section 16 N00°54'18"E 207.47 feet to a point on the West Right of Way of County Road 23;

Thence 241.63 feet along the arc of a curve to the left with a radius of 1263.42 feet, an interior angle of 10°57'28" and a chord of S30°25'51"E 241.26 feet to the South line of said SE1/4SW1/4;

Thence along said South line N89°28'23"W 125.90 feet to the Point of Beginning.

Containing 0.28 Acres more or less as described.

County of Ouray, State of Colorado

Has by these presents laid out, platted and subdivided the same into lots, as shown on this plat, under the name of Dalwhinnie Annex Subdivision. The following easements are dedicated, granted and conveyed to the Town of Ridgway, Colorado as shown:

Town Access and Utility Easements, and Public Pedestrian/Non-Motorized Easements as shown and identified hereon;

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

Dalwhinnie Group, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The above Certificate of Dedication and Ownership was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_,

Witness my hand and official seal.

My Commission expires \_\_\_\_\_ (SEAL)

Notary Public

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

Town of Ridgway

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The above Certificate of Dedication and Ownership was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_,

Witness my hand and official seal.

My Commission expires \_\_\_\_\_ (SEAL)

Notary Public

#### ATTORNEY'S CERTIFICATE:

I, \_\_\_\_\_, an attorney at Law, duly licensed to practice in Colorado, do hereby certify that I have examined the title of all land herein platted and described in the above Certificate of Ownership and Dedication, and that title to such land is in the owners and dedicators; and that the title to all dedicated property therein described, is free and clear of all liens and encumbrances, except:

- 
- 

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

\_\_\_\_\_, Attorney at Law

#### CERTIFICATE OF IMPROVEMENTS COMPLETION:

The undersigned, Town Manager of the Town of Ridgway, does certify that all improvements and utilities required by the current Subdivision Regulations of the Town of Ridgway have been installed in this Subdivision in accordance with the specifications of the Town except for the following which have been secured pursuant to Town subdivision regulations:

Date: \_\_\_\_\_

\_\_\_\_\_, Town Manager

#### OURAY COUNTY TREASURER:

I certify that as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ there are no delinquent taxes due, nor are there any tax liens, against the property described herein or any part thereof, and that all current taxes and special assessments have been paid in full.

Date: \_\_\_\_\_

\_\_\_\_\_, Ouray County Treasurer

#### PLANNING COMMISSION:

Approved by the Ridgway Town Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, by \_\_\_\_\_

Michelle Montague, Town of Ridgway Planning Commission Chairperson

#### TOWN COUNCIL:

Approved by the Ridgway Town Council this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, by \_\_\_\_\_

John Clark, Town of Ridgway Mayor.

#### TOWN ATTORNEY'S CERTIFICATE:

Approved for recording with the Ouray County Clerk and Recorder's Office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Bo Nerlin, Town of Ridgway Town Attorney

#### ENGINEER'S CERTIFICATE:

I, \_\_\_\_\_, a Registered Engineer in the State of Colorado, do certify that the streets, curb gutter & sidewalk, sanitary sewer system, the water distribution system, fire protection system and the storm drainage system for this subdivision are properly designed, meet the Town of Ridgway Standard Specifications and Typical Drawings for Infrastructure Construction, and are adequate to serve the subdivision shown hereon.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

By: \_\_\_\_\_, Engineer of Record

#### BASIS OF BEARINGS:

The bearing along the North line of Lot 1 and Lot 2 bears S89°28'23E (ASSUMED).

#### LINEAL UNITS STATEMENT:

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

#### SURVEYORS CERTIFICATE:

I, Nicholas Barrett, a Professional Land Surveyor in the State of Colorado, do hereby certify that the above described parcel has been surveyed by me and/or under my direct supervision and that such survey is accurately represented hereon, and is based on my knowledge, information and belief, and is in accordance with applicable standards or practice and is not a guaranty or warranty, either expressed or implied. This survey does not include easements except those specifically shown hereon.

## FOR SUBMITTAL

Nicholas Barrett L.S. 38037

#### RECORDER'S CERTIFICATE:

This plat was filed for record in the office of the Clerk and Recorder of Ouray County at \_\_\_\_\_ m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_, by \_\_\_\_\_  
County Clerk & Recorder Deputy

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

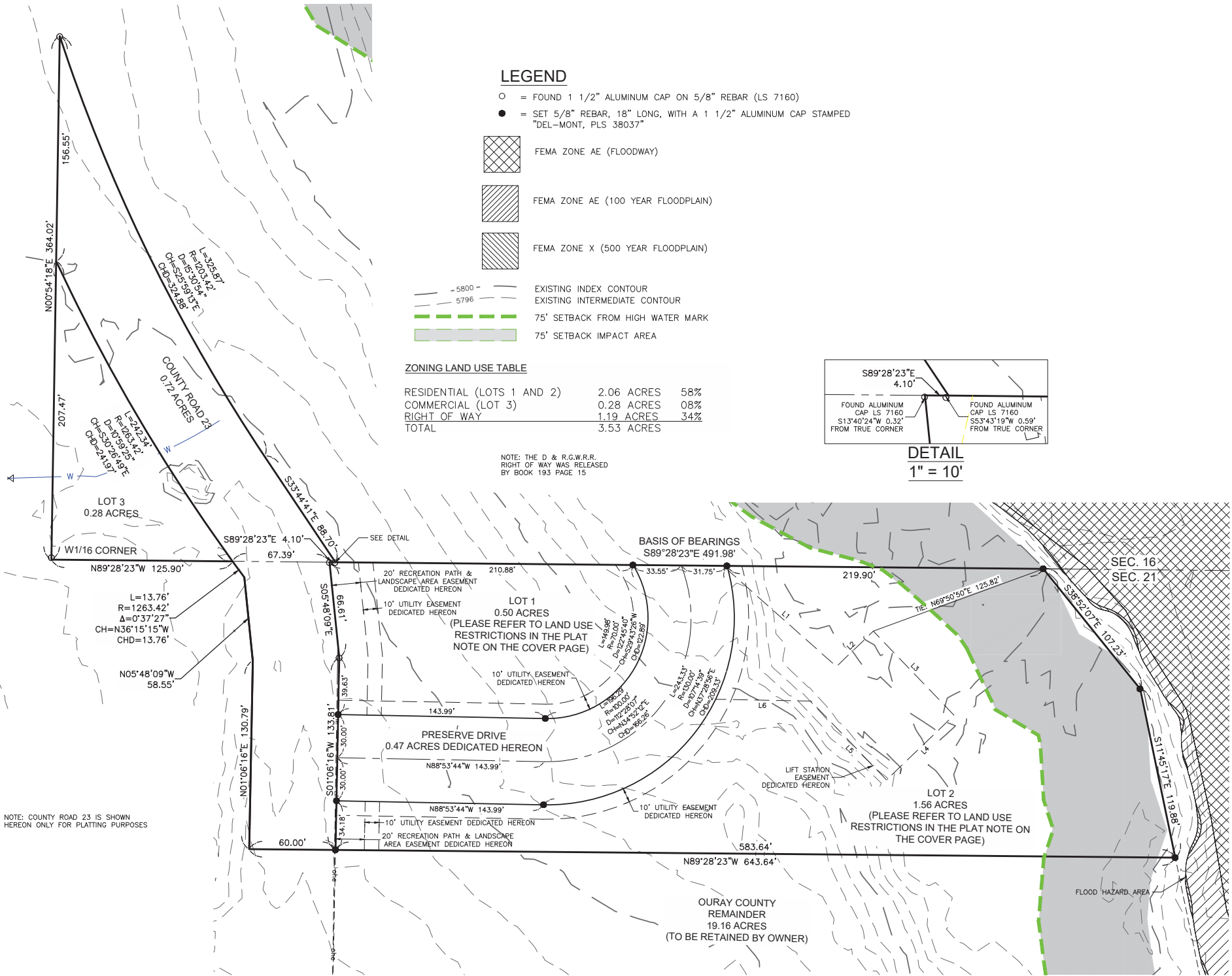
\\DMS14\PROJECTS\ACTIVE PROJECTS\2024\24018--PRESERVE RIDGWAY\CSD\24018V\_SKETCH.DWG

FIELD BOOK		DRAWN BY: DCC		DATE: 2025-02-25	
SHEET: 1 of 2		FILE: 24018V_SKETCH		JOB NO.: 24018	
TITLE: DALWHINNIE ANNEX SUBDIVISION					
CLIENT: DALWHINNIE GROUP					
ADDRESS & PHONE: PO BOX 1419 RIDGWAY, CO 81432					
TYPE: SKETCH PLAN					

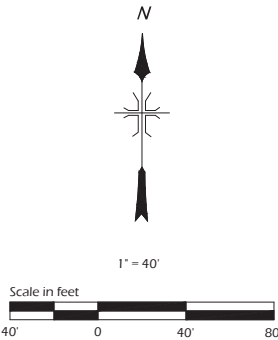


# DALWHINNIE ANNEX SUBDIVISION

SITUATED IN SECTIONS 16 & 21, TOWNSHIP 45 NORTH, RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN  
TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO  
SKETCH PLAN



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S48°23'05"E	100.66'
L2	N46°11'49"E	35.54'
L3	S43°48'11"E	81.00'
L4	S46°11'49"W	65.00'
L5	N43°48'11"W	75.97'
L6	N88°53'44"W	66.19'



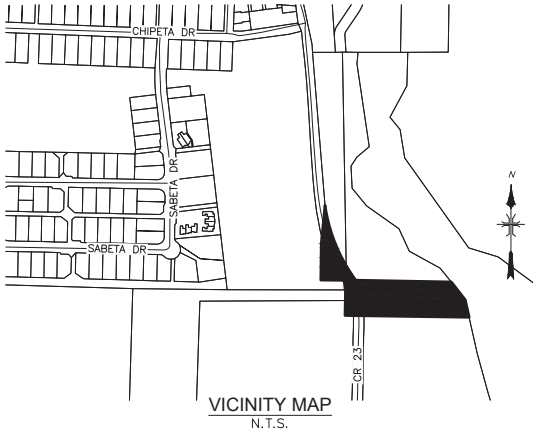
NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of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

FIELD BOOK			
DRAWN BY: DCC		DATE: 2025-02-25	
SHEET: 2 of 2		JOB NO.: 24018	
FILE: 24018V_SKETCH		TYPE: SKETCH PLAN	

TITLE: DALWHINNIE ANNEX SUBDIVISION	
CLIENT: DALWHINNIE GROUP	
ADDRESS & PHONE: PO BOX 1419 RIDGWAY, CO 81432	

# DALWHINNIE ANNEX SUBDIVISION

SITUATED IN SECTIONS 16 & 21, TOWNSHIP 45 NORTH, RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN  
TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO  
PRELIMINARY SUBDIVISION PLAT



#### PLAT NOTES:

1. No residential development is allowed on Lot 1 or Lot 2.
2. Permitted uses of Lot 1 and Lot 2 include Town of Ridgway approved infrastructure, including but not limited to the sewer lift station, water lines and sewer lines for The Preserve PUD located to the north; recreational path and easement; and utilities.
3. All construction will conform with the Ridgway Municipal Code.
4. Outdoor Lighting: All outdoor lighting shall conform to Ridgway Municipal Code Section 7-4-6(M), Outdoor Lighting Regulations, as may be amended.
5. The maximum number of dwelling units allowed is 0 for which the applicable excise tax has been paid. If any additional units are added the excise tax for said units shall be due with the building permit or upon any further subdivision.

#### CERTIFICATE OF DEDICATION AND OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS that the undersigned, being the owner of certain lands in the Town of Ridgway, Colorado, to wit:

A parcel of land situated in Section 21, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:

Beginning at a point on the North line of said Section 21, said point being S89°28'23"E 193.29 feet from the West 1/16 corner common to said Sections 16 and 21;

Thence along said North line S89°28'23"E 496.08 feet;

Thence S38°52'07"E 107.23 feet;

Thence S11°45'17"E 119.88 feet;

Thence N89°28'23"W 583.64 feet to a point on the East Right of Way of County Road 23;

Thence the following two courses along said Right of Way:

Thence N01°06'16"E 133.81 feet;

Thence N05°48'09"W 66.61 feet to the Point of Beginning.

Containing 2.53 Acres more or less as described.

County of Ouray, State of Colorado

#### TOGETHER WITH

A parcel of land situated in Section 16, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:

Beginning at the W 1/16 corner common to said Sections 16 and 21;

Thence along the West line of the SE1/4SW1/4 said Section 16 N00°54'18"E 207.47 feet to a point on the West Right of Way of County Road 23;

Thence 241.63 feet along the arc of a curve to the left with a radius of 1263.42 feet, an interior angle of 10°57'28" and a chord of S30°25'51"E 241.26 feet to the South line of said SE1/4SW1/4;

Thence along said South line N89°28'23"W 125.90 feet to the Point of Beginning.

Containing 0.28 Acres more or less as described.

County of Ouray, State of Colorado

Has by these presents laid out, platted and subdivided the same into lots, as shown on this plat, under the name of Dalwhinnie Annex Subdivision. The following easements are dedicated, granted and conveyed to the Town of Ridgway, Colorado as shown:

Town Access and Utility Easements, and Public Pedestrian/Non-Motorized Easements as shown and identified herein;

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

Dalwhinnie Group, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The above Certificate of Dedication and Ownership was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_,

Witness my hand and official seal.

My Commission expires \_\_\_\_\_ (SEAL)

Notary Public

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

Town of Ridgway

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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Witness my hand and official seal.

My Commission expires \_\_\_\_\_ (SEAL)

Notary Public

#### ATTORNEY'S CERTIFICATE:

I, \_\_\_\_\_, an attorney at Law, duly licensed to practice in Colorado, do hereby certify that I have examined the title of all land herein platted and described in the above Certificate of Ownership and Dedication, and that title to such land is in the owners and dedicators; and that the title to all dedicated property therein described, is free and clear of all liens and encumbrances, except:

- 1.
- 2.

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

Attorney at Law

#### CERTIFICATE OF IMPROVEMENTS COMPLETION:

The undersigned, Town Manager of the Town of Ridgway, does certify that all improvements and utilities required by the current Subdivision Regulations of the Town of Ridgway have been installed in this Subdivision in accordance with the specifications of the Town except for the following which have been secured pursuant to Town subdivision regulations:

Date: \_\_\_\_\_

Town Manager

#### OURAY COUNTY TREASURER:

I certify that as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ there are no delinquent taxes due, nor are there any tax liens, against the property described herein or any part thereof, and that all current taxes and special assessments have been paid in full.

Date: \_\_\_\_\_

Ouray County Treasurer

#### PLANNING COMMISSION:

Approved by the Ridgway Town Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, by \_\_\_\_\_

Michelle Montague, Town of Ridgway Planning Commission Chairperson

#### TOWN COUNCIL:

Approved by the Ridgway Town Council this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, by \_\_\_\_\_

John Clark, Town of Ridgway Mayor.

#### TOWN ATTORNEY'S CERTIFICATE:

Approved for recording with the Ouray County Clerk and Recorder's Office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Bo Nerlin, Town of Ridgway Town Attorney

#### ENGINEER'S CERTIFICATE:

I, \_\_\_\_\_, a Registered Engineer in the State of Colorado, do certify that the streets, curb gutter & sidewalk, sanitary sewer system, the water distribution system, fire protection system and the storm drainage system for this subdivision are properly designed, meet the Town of Ridgway Standard Specifications and Typical Drawings for Infrastructure Construction, and are adequate to serve the subdivision shown hereon.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

By: \_\_\_\_\_, Engineer of Record

#### BASIS OF BEARINGS:

The bearing along the North line of Lot 1 and Lot 2 bears S89°28'23E (ASSUMED).

#### LINEAL UNITS STATEMENT:

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

#### SURVEYORS CERTIFICATE:

I, Nicholas Barrett, a Professional Land Surveyor in the State of Colorado, do hereby certify that the above described parcel has been surveyed by me and/or under my direct supervision and that such survey is accurately represented hereon, and is based on my knowledge, information and belief, and is in accordance with applicable standards or practice and is not a guaranty or warranty, either expressed or implied. This survey does not include easements except those specifically shown hereon.

## FOR SUBMITTAL

Nicholas Barrett

L.S. 38037

#### RECORDER'S CERTIFICATE:

This plat was filed for record in the office of the Clerk and Recorder of Ouray County at \_\_\_\_\_m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

County Clerk & Recorder Deputy

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

\\DMS14\PROJECTS\ACTIVE PROJECTS\2024\24018--PRESERVE RIDGWAY\C3D\24018V\_PLAT--PRE.DWG




TITLE				DALWHINNIE ANNEX SUBDIVISION	
CLIENT				DALWHINNIE GROUP	
ADDRESS & PHONE				PO BOX 1419 RIDGWAY, CO 81432	
FIELD BOOK	DRAWN BY	DATE			
	DCC	2025-02-25			
SHEET	FILE	JOB NO.	TYPE	PRELIMINARY PLAT	
1 of 2	24018V_PLAT-PRE	24018			



# DALWHINNIE ANNEX SUBDIVISION

SITUATED IN SECTIONS 16 & 21, TOWNSHIP 45 NORTH, RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN  
TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO  
PRELIMINARY SUBDIVISION PLAT

## LEGEND

- = FOUND 1 1/2" ALUMINUM CAP ON 5/8" REBAR (LS 7160)  
● = SET 5/8" REBAR, 18" LONG, WITH A 1 1/2" ALUMINUM CAP STAMPED "DEL-MONT, PLS 38037"

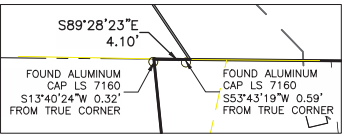
-  FEMA ZONE AE (FLOODWAY)  
 FEMA ZONE AE (100 YEAR FLOODPLAIN)  
 FEMA ZONE X (500 YEAR FLOODPLAIN)

-  75' SETBACK FROM HIGH WATER MARK  
 75' SETBACK IMPACT AREA

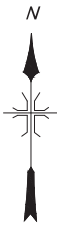
## ZONING LAND USE TABLE

RESIDENTIAL (LOTS 1 AND 2)	2.06 ACRES	58%
COMMERCIAL (LOT 3)	0.28 ACRES	08%
RIGHT OF WAY	1.19 ACRES	34%
TOTAL	3.53 ACRES	

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S48°23'05"E	100.66'
L2	N46°11'49"E	35.54'
L3	S43°48'11"E	81.00'
L4	S46°11'49"W	65.00'
L5	N43°48'11"W	75.97'
L6	N88°53'44"W	66.19'



DETAIL  
1" = 10'

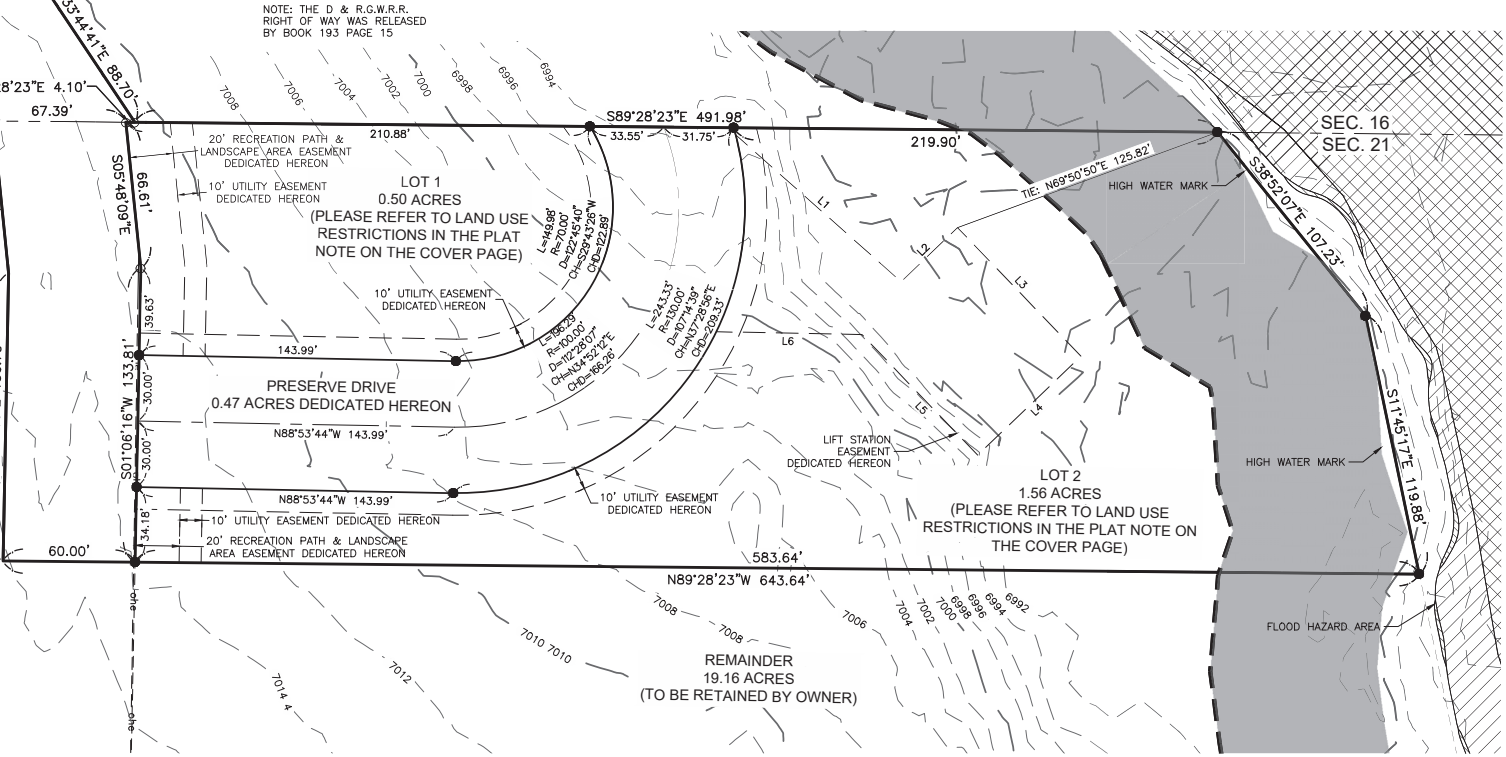


1" = 40'



NOTE: COUNTY ROAD 23 IS SHOWN  
HEREON ONLY FOR PLATTING PURPOSES

NOTE: THE D. & R.G.W.R.R.  
RIGHT OF WAY WAS RELEASED  
BY BOOK 193 PAGE 15



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

\\DMS14\PROJECTS\ACTIVE PROJECTS\2024\24018--PRESERVE RIDGWAY\CSD\24018V\_PLAT--PRE.DWG



DEL-MONT CONSULTANTS, INC.  
ENGINEERING & SURVEYING  
125 Colorado Ave. Montrose, CO 81401  
www.del-mont.com

FIELD BOOK	DRAWN BY: DCC	DATE: 2025-02-25
SHEET: 2 of 2	FILE: 24018V_PLAT-PRE	JOB NO.: 24018

TITLE: DALWHINNIE ANNEX SUBDIVISION	CLIENT: DALWHINNIE GROUP
ADDRESS & PHONE: PO BOX 1419 RIDGWAY, CO 81432	TYPE: PRELIMINARY PLAT

## AGENDA ITEM #5



**To:** Town of Ridgway Planning Commission  
**From:** Angela Kemp, Senior Planner, Town of Ridgway  
**Date:** May 16th, 2025

**RE: Master Plan Review Work Session #4**  
Staff Memo for the May 21<sup>st</sup> Planning Commission Meeting

## BACKGROUND

A comprehensive review of the 2019 Master Plan that would lead to a future update was prioritized for 2025. This is an important step to ensure that the Master Plan reflects shared community goals and recognizes the changes that Ridgway has experienced since the adoption of the 2019 Master Plan.

## REVIEW PROCESS

Throughout the process of reviewing the 2019 Master Plan, we will seek to identify changes in the community, identify plan areas for improvement, identify missing plan elements, plan for updates in 2026. The Process will include each of the following steps:

- 1) Individual Review:** *Each Commissioner reviews the assigned portion and supplies comments to the Planner.*
- 2) Planner's Assessment:** *The Planner identifies Master Plan areas that could use improvement, reviews current data against the data referenced, where applicable, and provides specialized knowledge of planning best practices and current trends to offer suggestions.*
- 3) Group Review:** *Planner combines Individual Review and Planner's Assessment to present to the Planning Commission for discussion.*

The process offers concurrent individual review by Commissioners and a Planner's Assessment of the assigned review portion. Planning staff will bring individual review comments and the Planner's Assessment together for each assigned portion for group review.

Individual Review Comments:	Group Review Date:	Assigned Review Portion of the 2019 Master Plan:
March 10th	March 19th	Part I: Introduction (9 pages) Appendix Section: Community Profile (72 pages)
April 7th	April 16th	Part II: Community Vision and Values (7 pages) Part III: Goals & Policies (32 pages) Part IV: Growth Framework (12 pages)
May 12th	May 21st	Part V: Action Plan (20 pages) Appendix: Community Event Summary (29 pages)
June 18th		Topic: Plan for Updates in 2026

## ATTACHMENT:

1. Planners Assessment of V. Action Plan

# 2019 Master Plan Review



## Review Assignment #3: Part V. Action Plan

Background: At the February 19, 2025, Regular Meeting of the Ridgway Planning Commission, Town Planning Staff introduced the process and timeline for a review of the 2019 Master Plan to identify changes in the community, which Plan areas need improvement, identify missing Plan elements, and plan for 2026 updates. Review will be assigned in sections of the 2019 Plan and Appendices and follow a standard procedure that includes concurrent Commissioner/Individual Review with a Planner's Assessment resulting in a list of comments and ideas from each Commissioner and the Planning Department. This list will be brought together for a Group Review at the next Planning Commission meeting, which will lead to discussion. This document will serve as the Planner's Assessment.

## Planner's Assessment



The Action Plan Section Guides Strategic Plan (Town Council, Town Departments, Town resources and staff time allocation)

### Content Review:

#### **Community Value #1: Healthy Natural Environment**

- We have 22 items in our 2025 Strategic Plan that support the goals housed under this value.
- We had 26 items in the 2024 Strategic Plan
- We had 22 items in the 2023 Strategic Plan
- We had 21 items in the 2022 Strategic Plan
- Many of these are **Ongoing** items like:
  - Implement the regional Climate Action Plan
  - Research and Education
  - State-mandated environmental health actions
  - Implement town responsibilities described in Resolution No. 21-09 Rights of Nature
  - Town Cleanup Day
  - Collaboration with SMPA on various projects, many relating to Solar.
  - Gravel removal at Rollans park/ various river corridor projects
  - Water supply projects
  - Water treatment projects

#### Immediate Actions:

- Consider a 45-minute online FREE 101 training for Town staff, commissions, council members, sustainability advisory boards, etc: [Trainings and Workshops - Leave No Trace](#)
- For any ongoing efforts, we should still have some metrics established and options for how to track successes and downfalls to learn from past actions.
- Research GIS map layers for environmental/ habitat protection.
- Research green waste/composting options.
- ⊕ Telluride launches large-scale curbside composting

**ENV-1a: GIS:** Identifying GIS needs and potential updates is piecemeal. We could consider conducting some targeted research to learn what environmental protection layers we could include. We could include a map layer showing wildlife habitat in the 3-mile area/ AOI. Should we consider viewshed mapping to protect town views and corridors? Conservation Easement mapping? Trail and river corridor mapping? Noxious weed problem areas/ town urban forest management and mapping?

**ENV-1b: Conservation and Preservation of Natural Resources:** Create metrics for tracking this. Community outreach and education opportunity. Collaboration with Non-profits, NGOs, the county, and other partners. Promulgated the Resolution No. 21-09 regarding Rights of Nature and Town role.

**ENV-1c: Land Preservation/Land Trusts:** It's not clear if the the Town intends to be involved in the preservation of land or if any lands within town limits should be ineligible for development of some sort (our growth plan/ pattern requires that we growth out from the core and encourages infill first and foremost).

**ENV-1d: Noxious Weeds:** We should work to add noxious weed management as a condition of approval for various development projects. Site management for new builds should also consider and comment about noxious weed management.

**Goal ENV-2: Strengthen the Uncompahgre River corridor as a community asset and environmental resource.** Vision "desire to expand public access and recreational opportunities along the Uncompahgre River" **Regional River Corridor:** Utilize the Parks, Trails, & Open Space Committee to further efforts on the RiverWay trail. Look at this local example: [Miners Trail and the Hotchkiss Community](#). Collaboration with UWP, Ouray County, Ouray, etc.

[Uncompahgre River Corridor Assessment - Ecological Analysis and Recommendations Report.pdf](#)

[Ridgway Channel Characteristics Assessment Report.pdf](#)

### **GOAL ENV-3: Proactively manage and protect Ridgway's water resources:**

We are promoting source water protection area education/ awareness through the Beaver Creek Diversion project frequent public updates.

Town has these studies/ reports/ assessments:

[R CIP wat TC apprd.pdf](#)

[Water Supply Assessment \(2022-02-16\) Public.pdf](#)

Add a Water Element: Colorado Revised Statutes 30-28-106(3)(a. 5)(II) and 31-23-206(1.5) (c) require that the community must: Consult and coordinate with local water provider(s), Include water conservation policies <https://dlg.colorado.gov/water-and-land-use-tips-requirements#:~:text=When%20developing%20a%20water%20supply,Include%20water%20conservation%20policies%2C%20and>

[https://westernresourceadvocates.org/wp-content/uploads/2019/06/Integrating-Water-Efficiency-into-Land-Use-Planning\\_6.3.2019.pdf](https://westernresourceadvocates.org/wp-content/uploads/2019/06/Integrating-Water-Efficiency-into-Land-Use-Planning_6.3.2019.pdf)

[Growing Water Smart](#)

DOLA technical assistance: <https://dlg.colorado.gov/water-and-land-use-tech-assistance>

### **Goal ENV-4: Advocate for the efficient use of resources and sustainable practices that work to eliminate harmful impacts to the health of the community or natural environment.**

[Guidance for Local Government Climate Adaptation | Division of Local Government Colorado Resiliency Office](#)

[EAP Regional Cap.FINAL .pdf](#)

[2016.05.23 \(RidgwayCommForestMgtPlan 052316\).pdf](#)

Regenerative Tourism: <https://Int.org/tackling-overtourism-with-regenerative-tourism/>,  
<https://travelhub.wttc.org/blog/what-is-regenerative-travel>,  
<https://www.visitcopenhagen.com/copenpay>

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### **Community Value #2: Sense of Community and Inclusivity**

- We have 14 items in our 2025 Strategic Plan that support the goals housed under this value.
- We had 15 items in the 2024 Strategic Plan
- We had 11 items in the 2023 Strategic Plan
- We had 9 items in the 2022 Strategic Plan

The actions in this section have a lot to do with housing affordability, workforce housing, but also with community services and facilities, civic health, and public safety.

Housing: We are making a lot of progress on housing efforts, but they need constant revision so this will always be ongoing. We will utilize our future Housing Needs Assessment and Housing Action Plan to update the actions.

Civic health: <https://carsey.unh.edu/sites/default/files/media/2023/03/local-chi-1-what-is-civic-health-print.pdf>

Utilize FUSE to update. See Also: [2023 Ridgway FUSE Strategic Plan.pdf](#)


As a community, we need to consider accessibility and inclusion from a broader view and work to improve civic health and inclusive public outreach efforts.

Conducting a 2025 Community Survey is part of our Strategic Plan. Let's consider how we can utilize this opportunity to inform our decision-making and prioritize our near-term

actions.

GOAL COM-3: *"Encourage citizen participation and dialogue with elected and appointed officials and town administration in order to foster broad-based representation and input for local government decisions"* Multimedia and youth outreach. More "community conversation" events regarding topics of concern in the community.

GOAL COM-5: *"Encourage a range of health, human, youth, senior, and other community services in Ridgway"* See: OurayCountyRSA.org There are local limitations to senior services, no retirement communities/assisted living. There are very limited childcare options.

Public Safety: We will need to collaborate with the Marshal's office to update the Actions in the sections regarding public safety.  Vision Zero Network

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### **Community Value 3: Small Town Character & Identity**

- We have 11 items in our 2025 Strategic Plan that support the goals housed under this value.
- We had 9 items in the 2024 Strategic Plan
- We had 9 items in the 2023 Strategic Plan
- We had 9 items in the 2022 Strategic Plan
- Most of these are ongoing and have remained in-place or modified slightly.

The actions in this section have a lot to do with community outreach, education, and information sharing, recreation, trails, and parks, and Ridgway's heritage and character.

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

Connectivity, especially related to pedestrian connection needs some serious attention.

GOAL CHR-2 *Protect and preserve Ridgway's historic assets.*

I think we are currently missing out on the benefits that completing these actions could bring to the town and could pursue these actions more aggressively/ promptly.

GOAL CHR-3: *Promote Ridgway's identity as a ranching and agricultural community and preserve the rural character of landscapes surrounding Ridgway.*

Collaborate with the County on this goal and update actions to align with their new Master Plan <https://ouraycountycogov/DocumentCenter/View/21045/OC-2025-Master-Plan-Final-021225?bidId=>

GOAL CHR-4: *Promote Ridgway's identity as a creative and innovative community where creative individuals and enterprises thrive.*

We should work closely with FUSE, The Chamber of Commerce, and PARC (public art committee) to update these actions.

See Also: [2023 Ridgway FUSE Strategic Plan.pdf](#)

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### **Community Value 4: Vibrant & Balanced Economy**

- We have 8 items in our 2025 Strategic Plan that support the goals housed under this value.
- We had 9 items in the 2024 Strategic Plan
- We had 8 items in the 2023 Strategic Plan
- We had 9 items in the 2022 Strategic Plan
- Most of these are ongoing and have remained in-place or modified slightly

The actions in this section have a lot to do with economic development. community events and initiatives, local business retention, placemaking, and the tourism sector of the economy.

[2017.09.07 \(RPI RidgwayMarket and Opportunities AssessmentFINAL\).pdf](#)

Consider adding actions that would support the hiring and retention of a Economic Development professional or collaboration with an entity (Region 10 for example) to help us fill gaps in this area?

### Community Value 5: Well-Managed Growth

- We have 23 items in our 2025 Strategic Plan that support the goals housed under this value.
- We had 22 items in the 2024 Strategic Plan
- We had 24 items in the 2023 Strategic Plan
- We had 17 items in the 2022 Strategic Plan
- Most of these are ongoing and have remained in-place or modified slightly

The actions in this section have a lot to do with town functions, infrastructure, record-keeping, asset management, service provision, etc. This also relates to efficient transportation, hazard mitigation, and strategic growth (out from the core, encouraging infill, etc.)

We will need to work closely with Engineering and Public Works to identify what has been done and what needs to be added to the list. The Town Planner and PC should have a more involved role in implementing these actions as it is directly tied to growth and development. Well-managed growth needs particular PC focus as these goals and policies are enforced by planning regulations.

This section could utilize GIS capabilities: Example: update Streets Map to show extensions, map trails, map hazards, etc.

Connect with CDOT about future improvements on the highways.

Clustering, infill development/redevelopment, mixed-use development and encouragement of connectivity all have merit and have funding associated with them.

Consideration of a Demolition Ordinance to not allow demolition until there is an approved site-specific redevelopment plan for the property unless it is deemed unsafe/unsalvageable. This removes the possibility of lots being scraped and held for resale and could protect historic buildings too, if that's deemed a priority.

Annexation and Development: Impact fees/Nexus Study?

On-Site Stormwater Management: New Stormwater Standards document requires this. We COULD make it more graphical/helpful potentially. We could create examples of what we wish to see in Town-owned properties: ROW, parks, etc. many applicants need a lot of direction when it comes to drainage, grading, and stormwater management.

Hazard Mitigation Planning: See new plans that were recently adopted or are underway.

- Ouray County Multijurisdictional Emergency Operations Plan (2025)
- Ouray County Multijurisdictional Emergency Evacuation Plan (2025)
- Ouray County Community Wildfire Protection Plan (2025)
- Ouray County Hazard Mitigation Plan (2025)

[Community-Driven Engagement Guide for Community Planning | Department of Local Government](#)

## Appendix Section: Community Event Summary Sept. 27<sup>th</sup> 2018

### Community Event Summary Sept. 27, 2018

- Trivia
- Map Exercise
- Live-Scribe Poem (Adrian H. Molina)
- Community Survey Presentation: 660 Survey Participants (About half were Ridgway residents)
- Steering Committee
- Focus Groups
- Intercepts at Community Events

- Youth Outreach

## Next Steps

**Group Review:** Group Review will be facilitated by Planning Staff at the May 21st, 2025 Regular Meeting of the Planning Commission.



## AGENDA ITEM #6

RIDGWAY PLANNING COMMISSION  
MINUTES OF INFORMAL DISCUSSION

APRIL 16, 2025

CALL TO ORDER

The Planning Commission meeting was held in-person and via virtual meeting portal Zoom Meeting, pursuant to the Town's Electronic Participation Policy.

The Chairperson called an informal meeting to order at 5:45 p.m. with Commissioner Liske and Chairperson Montague in attendance. Chairperson Montague noted a quorum was not present for a formal Planning Commission Meeting and announced the group would proceed with an informal discussion. Commissioner Petrucelli joined the discussion at 6:00 pm.

WORK SESSIONS

1. Master Plan Review

Staff Memo dated April 11, 2025, from Planner Angie Kemp provided background on the process for the 2019 Master Plan review.

The Planner thanked the Commission for individual feedback on Parts II, III and IV of the 2019 Master Plan and presented a PowerPoint for group review of those Plan sections.

In noting potential updates to the 2019 Master Plan, there was consensus that priority should be given to the following:

- Determining where growth is realistic before setting a goal for projected growth outside of Town limits
- Considering whether our "Community Values" section is reality based or aspirational
- Making the "Water Element" its own section in the Plan
- Considering if more public outreach is warranted to improve "Civic Health" and what the various formats might be
- Determining specifics to improve "livability" and what "livability means (i.e. greater walkability and grocery affordability)
- Enhancing efforts to diversify the economy and encourage business opportunities, including incentives
- Making "Recreation and Tourism" its own section in the Plan
- Bolstering relationships with CDOT and regional representatives to improve "Public Safety"
- Considering Certified Local Government status to help create specific goals related to Historic Preservation
- Enhancing the community trail system and connected sidewalks for "Well Connected Neighborhoods"
- Considering whether more public outreach open houses are warranted to improve water awareness, (i.e. supply, quality, and conservation)
- Incorporating the findings of the Housing Needs Assessment upon completion of the study

The Planner shared the Future land Use Map to prompt discussion about any areas that need further consideration. The Commission members requested copies of the map for further study.

2. Updates regarding Housing Planning Studies

Planner Kemp reported the Request for Proposals for a Regional Housing Needs Assessment has been sent, and the deadline is April 18th. Staff have applied for a Department of Local Affairs grant to partially cover the cost of the Housing Needs Assessment and a Local Housing Action Plan.

The Planner reminded the Commissioners to review Part V and the assigned Appendix section of the 2019 Master Plan and forward any feedback by May 12th.

ADJOURNMENT

The Chairperson adjourned the discussion at 7:45 p.m.

Respectfully Submitted,

Julie Huun  
Administrative Assistant

## AGENDA ITEM #7