AGENDA
OURAY COUNTY PLANNING COMMISSION
PUBLIC HEARING/REGULAR MEETING

March 15, 2022 4:00 – 6:00 pm
Meeting to be held at the Ouray County Land Use Office
111 Mall Road, Ridgway, Colorado

Due to COVID-19, and pursuant to Resolution 2021-018 participants, including applicants as well as the public, are encouraged to attend via Virtual Meeting. If attending in person proper masking is required!

On the web:  https://us02web.zoom.us/j/84173956252
Via telephone: 1 669 900 6833
Meeting ID: 841 7395 6252

A. 4:00 Public Hearing
The Ouray County Planning Commission will conduct a public hearing to review and make a recommendation to the Board of County Commissioners on an application for approval of a Plat Amendment Application to define the building areas and other general or limited common elements on Lot V609 of Fairway Pines Village, Filing 6A.

Formal action will be taken at the conclusion of the hearing.

B. 5:00 Public Hearing
The Ouray County Planning Commission will conduct a public hearing to review and make a recommendation to the Board of County Commissioners on an application for approval of a Special Use Permit for a Temporary Use to operate a wedding venue at 2361 County Road 31.

Formal action will be taken at the conclusion of the hearing.

C. Adjourn

D. 10-Minute Recess to Approve Minutes

E. Reconvene

F. Regular Meeting Open:
   a. Approve Minutes
   b. Old Business
   c. New Business

G. Adjourn
Application: Plat Amendment – Fairway Pines Estates Village 6A, Cluster Lot V609

Owner of Property(s): CV Investments, LLC

Zoning: South Mesa

Case Manager: Bryan Sampson

Request

This application seeks to establish the building areas for each of the 3 allowed units on Lot V609 of Fairway Pines Village, Filing 6A:

Proposed Configuration

* Note that these images are for illustrative purposes only. Please review the plats (Exhibit C and D) for all details pertaining to this application.
Background/History:
Fairway Pines Estates, Village 6A (including the subject lot V609) was final platted in October of 2000 and the approved plat recorded at Reception No. 173387. Per the approved plat, the subject cluster lot is a legally platted lot and vested with 3 units of total density. The purpose of this application is to define the building locations, access, easements, driveway(s), etc., as well as certain elements required by CCIOA or the Colorado Common Interest Ownership Act.

County Referrals and Outside Agency Referrals:

County Administrator Referral:
The County Administrator did not express any concerns with the application

County Attorney Referral:
The County Attorney did not express any concerns with the application.

Notification Requirements:

Affected Property Owner Notice
All affected property owners, as defined in 6.12C1a, were mailed a public notice and comment form on February 3, 2022.

On-site Notice
On February 27, 2022, the Applicant posted public notice on site, satisfying the 15 days requirement of Section 6.12C2c.

Published Notice
Public Notice of the Planning Commission Public Hearing was published in the Ouray County Plaindealer on February 24, 2022, satisfying Section 6.12C3b.

Affected Property Owner Comments:
At the time of writing this report, there have not been any comments submitted to Staff. If any comments are submitted subsequent to the distribution of this report, they will be provided to the Planning Commission and/or BOCC at the meeting.

Land Use Code Section 6.12(C)(4) – Review Requirements
Staff responses shown in blue:

Any amendment of a PUD or subdivision shall require a recommendation from the Planning Commission or Joint Planning Board and the approval of the BOCC, which approval shall be given only if the proposed amendment (1) is consistent with all requirements of this Section 6 and the underlying zoning standards set forth in Section 3 of this Code; and (2) includes improvements which are consistent with the provisions of Section 7 (Improvements Standards) and as may be required by the BOCC.
STAFF RESPONSE: Staff has found the proposed amendment to be consistent with all requirements of Section 3, 6 and 7 of the Land Use Code. Note – Sewage disposal is to be achieved by utilization of the Fairway Pines Sanitation District with a holding tank installed for each unit.

In making a decision on any proposed amendment to a PUD or subdivision, the BOCC shall make the following findings:

That the results of the comments of the Affected Property Owners have been duly considered.

STAFF RESPONSE: At the time of writing this Staff Report, there have been no comments submitted by the Affected Property Owners. Should comments be received prior to the hearing date, Staff will make them available to the Planning Commission and/or Board of County Commissioners for consideration.

1. That the amendment is not contrary to the provisions of valid covenants, plats, or declaration of a PUD or subdivision based upon information supplied by the applicable Homeowner's Association.

STAFF RESPONSE: Staff has reviewed the provisions in the covenants and plat, and has not found that this amendment would be contrary to them.

2. Shall make additional findings consistent with the provisions of C.R.S. §24-67-106, as amended from time to time:

i. that the modification, amendment or change is consistent with the efficient development and preservation of the entire PUD or subdivision; and

STAFF RESPONSE: It is Staffs opinion that, if approved, the amendment would not be inconsistent with the efficient development, nor would it be substantially detrimental to the preservation of the entire development.

ii. that the modification, amendment or change does not affect in a substantially adverse manner either the enjoyment of land abutting upon or across a street from the PUD or subdivision or the public interest; and

STAFF RESPONSE: The initial plat for this development included these cluster lots, and as such, it can be assumed that the compatibility with surrounding land uses was contemplated at the time of that initial approval. None the less, it is Staff's opinion that the proposed use will not affect surrounding property owners or land uses in a substantial manner, nor will it adversely affect the public interest.

iii. is not granted solely to confer a special benefit upon any person.

STAFF RESPONSE: Again, these lots were initially platted as cluster lots & there is no additional density being gained by this application. It is, therefore, Staff's opinion that approval of this application would not confer a special benefit upon any person.
Planning Commission Review:

Pending on March 15, 2022.

Staff Conclusions and Recommendations:

It is the determination of Staff that this application, for a plat amendment, has met the requirements and standards set forth in Section 6.12 of the Ouray County Land Use Code. Therefore, Staff is recommending that the Planning Commission forward the application to the Board of County Commissioners with a recommendation of **APPROVAL**, with the following conditions:

1. Within 180 days of approval by the Board of County Commissioners, the Applicant shall provide a plat, prepared by a Colorado Licensed Professional Engineer or Surveyor, meeting all requirements set forth in Section 6.8C(4) of the Ouray County Land Use Code, to the Board of County Commissioners for final review, approval, and signature.

2. Prior to obtaining signatures on the final plat, the Applicant shall submit a draft to the Land Use Department, in order for Staff to review for completeness.

3. Prior to signature by the Chair of the BOCC, the Applicant shall ensure that all other signature blocks have been properly signed (everything except the BOCC and Clerk/Recorder signature blocks).

4. Once approved by the BOCC, the Applicant shall record the final plat and covenants with the Ouray County Clerk & Recorder’s Office within 14-days.

5. The Applicant shall apply for a separate address permit for each individual unit.

6. The Applicant shall apply for any necessary driveway permit, as may be required by the Ouray County Road and Bridge Department.

7. The Applicant shall apply for, and receive, an approved building permit from the Ouray County Land Use Department prior to commencing construction on any of the units.

8. All applicable conditions, rules, and regulations within the covenants, the plat(s), the Ouray County Land Use Code, and the Building Code shall remain in effect.

9. Applicant shall not attempt to sell or transfer any units until a proper Certificate of Occupancy (CO) has been issued by the Ouray County Land Use Department.
EXHIBIT LIST

EXHIBIT A – VICINITY MAP
EXHIBIT B – APPLICATION MATERIALS
EXHIBIT C – PROPOSED PLAT
EXHIBIT D – CURRENT PLAT
EXHIBIT E – PUBLIC NOTICE
EXHIBIT F – AFFECTED PROPERTY OWNER RESPONSES (IF ANY)
EXHIBIT G – OTHER PUBLIC COMMENT RECEIVED (IF ANY)
EXHIBIT B
APPLICATION MATERIALS
PLAT AMENDMENT APPLICATION

FAIRWAY PINES CLUSTER LOTS

PARCEL # 425736113004 (Lot V609)

Narrative

The amendment is necessary to comply with the CCRs (Reception #162227 Dated 7/17/96 2:30 pm by Ouray County Clerk and recorder) of Fairway Pines for sale of individual units on a designated Cluster Lot. Specifically Section 5:c follows:

(i) The individual dwellings within each Cluster Lot shall be designated and referred to as units within the Cluster Lot so that dwellings thereon will be described for purposes of legal descriptions as “Cluster Lot ___, Unit___, Fairway Pines Estates. No part of a Cluster Lot or a unit therein may be further partitioned between or among the Owners thereof.

(ii) The declarant or its successor in title (Randal Collins) to the Cluster Lot shall file for record either separately or as a part of the PUD plat a map for each Cluster Lot specifying the location thereof and the approximate location of ......(see attached CCR’s and map)

(iii) After the approval of the BOCC of Ouray County of the map aforesaid of the Cluster Lot, and the recording of such map as approved, the owner of the Cluster Lot shall be entitled to sell the individual units within the cluster lot to individual owners and to transfer title by deed to the units; Likewise the property not encompassed within the units for dwelling purposes shall be conveyed to the applicable sub-association for the administration as common area as herein provided.

(iv) Each unit shall be deemed to be a separate parcel and shall be subject to separate and taxation by the Ouray County assessor and (see attached CCR’s)

The Architectural Review Committee of the Fairway Pines POA has approved the site plan and units (see attachment #2.)
The property within 500 ft of the subject property is:

- Paul Stashick  
  Divide Ranch and Club  
  P.O.Box 1447  
  Dillon, CO 80435
- Steven & Marsha Nadalin  
  545 Kumukahi Place  
  Honolulu, HI 96825
- Gary Lawrence  
  594 Badger Trail S  
  Ridgway, CO
- 592 Badger LLC  
  115 Dylan Drive  
  Ridgway, CO 81432
- HERITAGE INN & SUITES OF KANSAS CITY INC

These owners will be duly informed as per the notification process
by the Architectural Control Committee. The Owner may also
construct one garage attached to or within fifteen (15) feet of
the residence, provided said garage is constructed of suitable
material and design so as to be aesthetically compatible with the
dwelling and approved by the Board of Directors or its
Architectural Control Committee.

b. Commercial. Lots designated on the PUD recorded
plat and filings as "Commercial" shall be used and occupied only
for commercial purposes as above defined. The commercial Lots
specified and the plat are subject to declarant's right to
substitute other or additional commercial lots as may be
permitted within the PUD process. All provisions of this
Declaration are applicable to the commercial Lots except that the
covenants (Article V §2 and §5) limiting the use of Lots to
residential occupancy are not applicable to commercial Lots;
furthermore, signage is governed by the Board of Directors or the
Architectural Control Committee and are not absolutely prohibited
on commercial Lots. In all other respects, the Owners of
commercial Lots are subject to the terms and conditions of this
Declaration, membership in the Association and obligation for
assessments and assessment liens as herein provided.

c. Cluster Lots. The Cluster Lots of the subdivision
are designated as such on the PUD filings and recorded plat. The
Cluster Lots specified and the plat are subject to declarant's
right to substitute other or additional Cluster Lots as may be
permitted within the PUD process. All the provisions of this
Declaration are applicable to Cluster Lots and the individual
dwellings therein and, in addition, the following further
reservations, conditions and restrictions apply exclusively to
Cluster Lots, namely:

   (i) The individual dwellings within each Cluster
Lot shall be designated and referred to as units within the
Cluster Lot so that dwellings therein will be described for
purposes of legal descriptions as "Cluster Lot ___, Unit ____.

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Fairway Pines Estates*. No part of a Cluster Lot or a unit therein may be further positioned between or among the owners thereof.

(ii) The Declarant or its successor in title to the Cluster Lot shall file for record a plat or maps for each Cluster Lot specifying the location thereof and the approximate location, the designation and linear dimensions of each unit therein as well as driveways and any shared waste disposal systems. The map shall contain a certification that it fully and accurately depicts the layout, measurements and location of the proposed buildings and improvements, unit designations and the dimensions of each unit; however, the Declarant hereby reserves unto itself and its successor in title to the Cluster Lot the right, from time to time, without the consent of any unit owner being required, to amend the map and any supplements thereto, to conform them to the actual location of any or all of the constructed improvements, to establish, except with reference to the golf course and its use, easements, drainage and encroachments, to vacate and relocate easements, driveways and joint property. The actual location of a unit shall be deemed conclusively to be the property intended to be occupied by the dwelling thereon situated and conveyed to the Owner thereof notwithstanding any other deviations from the location thereof indicated on said map.

(iii) After the approval by the Board of County Commissioners of Ouray County of the map aforesaid of the Cluster Lot, and the recording of such map as approved, the Owner of the Cluster Lot shall be entitled to sell the individual units within the Cluster Lot to individual Owners and to transfer title by deed to the latter likewise, the property not encompassed within the units for dwelling purposes shall be conveyed to the applicable Sub-Association for administration as common area as herein provided.

(iv) Each unit shall be deemed to be a separate
parcel and shall be subject to separate assessment and taxation by the Ouray County assessor and each assessing unit and special district represented by the assessor's office including ad valorem levies and lawful special assessments. The property titled to the Sub-Association shall likewise be considered a separate parcel subject to separate assessment. The lien for taxes assessed to any unit and the property owned by the Sub-Association shall be confined to said unit and the property of the Sub-Association. In the event that such taxes or assessments for any year are not separately assessed as herein contemplated but rather are assessed on the cluster lot as a whole, then each owner and the Association shall pay his proportionate share thereof, and, in said event, such taxes and assessments shall be a common expense of the Sub-Association.

(iv) Each owner of a unit within a cluster lot may use the property of the Sub-Association in accordance with the purpose for which the property is intended, without hindering or encroaching upon the lawful rights of the other owners. Such use may be to the exclusion of the other owners within the subdivision who do not own a unit within a cluster lot. The Sub-Association may from time to time adopt rules and regulations governing the use of the property of the Sub-Association so long as they are uniform and non-discriminatory among the persons entitled to use such property.

(v) Two or more units within each cluster lot may be served by a single engineered on site sewage disposal system. Such shall be subject to the provisions of this Declaration. The repair, maintenance and upkeep of these systems shall be the joint responsibility of the owners of the units within the cluster lot served by such system. In the event the Sub-Association is unable to manage or administer such on site sewage disposal systems because of a deadlock of the owners of units within the cluster lot, the Association may take jurisdiction and make the decisions necessary to administer such.
Dear New Property Owner:

Congratulations on your real estate purchase. Enclosed is your Policy of Title Insurance. This policy contains important information about your real estate transaction, and it insures you against certain risks to your ownership. Please read it and retain it with your other valuable papers.

In the event you sell your property or borrow money from a mortgage lender you may be entitled to a discount rate if you order your title insurance through this company.

We appreciate the opportunity of serving you and will be happy to assist you in any way in regard to your future title service needs.

Sincerely,

Fidelity National Title Company
Fidelity National Title Insurance Company

POLICY NO.: CO-FSTG-IMP-27306-1-18-F0602839

OWNER’S POLICY OF TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the “Company”) insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) 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. The term “encroachment” includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

3. Unmarketable Title.

4. No right of access to and from the Land.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
(c) the subdivision of land; or
(d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.

8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

9. Title being vested other than as stated Schedule A or being defective

(a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors’ rights laws; or

(b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors’ rights laws by reason of the failure of its recording in the Public Records

(i) to be timely, or

(ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys’ fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Fidelity National Title Insurance Company

Countersigned by:

[Signature]

Authorized Signature

By: [Signature] Attest:

Randy Quirk, President

Michael Gravelle, Secretary
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys’ fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters:
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors’ rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) “Amount of Insurance”: The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) “Date of Policy”: The date designated as “Date of Policy” in Schedule A.

(c) “Entity”: A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) “Insured”: The Insured named in Schedule A.

(i) The term “Insured” also includes
   (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
   (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
   (C) successors to an Insured by its conversion to another kind of Entity;
   (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title.

   (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
   (2) if the grantee wholly owns the named Insured,
   (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
   (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

   (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

   (e) “Insured Claimant”: An Insured claiming in good faith and without knowledge.

   (f) “Knowledge” or “Known”: Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

   (g) “Land”: The land described in Schedule A, and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

   (h) “Mortgage”: Mortgage, deed of trust, deed of trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

   (i) “Public Records”: Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), “Public Records” shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

   (j) “Title”: The estate or interest described in Schedule A.

   (k) “Unmarketable Title”: Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company’s liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company shall, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object to reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, its own counsel, and otherwise representing its own interest, other than the right to incur expense without reasonable cause to represent the Insured to object to reasonable cause to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or to grant a permission information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys’ fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured under this policy. In addition, the Company will pay any costs, attorneys’ fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys’ fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company’s obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) The Company shall be entitled to the rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured.

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date of settlement.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys’ fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

Payments under this policy, except payments made for costs, attorneys’ fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be

ALTA Owner’s Policy (6/17/06)
subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys’ fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company’s right of subrogation includes the rights of the Insured to indemnities, guarantees, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Fidelity National Title Insurance Company, Attn: Claims Department, Post Office Box 45023, Jacksonville, Florida 32232-5023.
NOTICE CONCERNING FRAUDULENT INSURANCE ACTS

(This Notice is Permanently Affixed Hereto)

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

C. R. S. A. § 10-1-128 (6)(a).
Fidelity National Title Insurance Company

SCHEDULE A

Name and Address of Title Insurance Company: Fidelity National Title Company
1521 Oxbow Drive Suite 200,
Montrose, CO 81401

Policy No.: CO-FSTG-IMP-27306-1-18-F0602839
Order No.: F0602839-397-DG0

Address Reference: 644 S Badger Trl, Ridgway, CO 81432

Amount of Insurance: $17,900.00

Date of Policy: August 1, 2018 at 04:05 PM

1. Name of Insured:
   CV Investments, Inc.

2. The estate or interest in the Land that is insured by this policy is:
   Fee Simple

3. Title is vested in:
   CV Investments, Inc.

4. The Land referred to in this policy is described as follows:
   See Exhibit A attached hereto and made a part hereof.
EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

Lot V609, Village 6A, Fairway Pines Estates, according to the recorded Plat filed 10/23/00 at Reception No. 173387, County of Ouray, State of Colorado
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys’ fees, or expenses that arise by reason of:

1. Water rights, claims of title to water, whether or not shown by the Public Records.
2. All taxes and assessments for the year 2018 and subsequent years, a lien but not yet due or payable.
3. Reservations contained in the Patent

From: The United States of America
Recording Date: January 19, 1914
Recording No: Book 64 Page 368
Recording Date: November 23, 1914
Recording No: Book 64 Page 404
Recording Date: July 26, 1915
Recording No: Book 64 Page 424
Recording Date: March 17, 1917
Recording No: Book 64 Page 522
Recording Date: June 10, 1918
Recording No: Book 103 Page 26

Which among other things recites as follows:
A right of way thereon for ditches or canals constructed by the authority of the United States of America.
Any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by local customs, laws and decisions of courts.

4. Right of way for Doelz Ditch and Reservoir No. 209 and Vance Ditch as evidenced by Water Decree set forth below:

Recording Date: March 25, 1920
Recording No.: Water book Page 72
5. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document.

Recording Date: March 27, 1992
Recording No.: Book 222 Page 20
Amendment recorded September 11, 1992 in Book 222 Page 454
Amendment recorded July 22, 1996 at Reception No. 162268
Amendment recorded May 31, 2001 at Reception No. 174891
Assignment of Declarant Rights recorded October 22, 2007 at Reception No. 196324
Club Rules and Regulations recorded December 4, 2007 at Reception No. 196659
Certificate Results recorded July 22, 2008 at Reception No. 198300
Certification Amendment recorded July 22, 2008 at Reception No. 198301
Certification of Results recorded September 11, 2008 at Reception No. 198636
Certification Amendment recorded September 11, 2008 at Reception No. 198637
First Restatement recorded November 13, 2008 at Reception No. 199474
Certification of Amendment recorded June 2, 2010 at Reception No. 203232
Certification of Amendments to Declaration recorded August 5, 2013 at Reception No. 210505
Second Restatement of Declaration recorded September 11, 2013 at Reception No. 210748
First Amendments to Second Restatement recorded September 13, 2016 at Reception No. 216942

6. Terms, conditions, provisions, agreements and obligations contained in the Completion and Bond Agreement as set forth below:

Recording Date: August 3, 1992
Recording No.: Book 222 Page 345

7. Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below:

Recording Date: July 30, 1992
Recording No.: Book 222 Page 337

8. Terms, conditions, provisions, agreements and obligations contained in the Notice of Reservation of Groundwater and consent to withdraw groundwater as set forth below:

Recording Date: September 7, 1993
Recording No.: Book 227 Page 417

9. Terms, conditions, provisions, agreements and obligations contained in the Resolution No 1998-070 as set forth below:

Recording Date: December 22, 1998
Recording No.: 168547
SCHEDULE B
(Continued)

10. Terms, conditions, provisions, agreements and obligations contained in the Resolution 1997-039 (Noxious Weed Management Plan) as set forth below:

   Recording Date: August 8, 1997
   Recording No.: 164857

11. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 96-039 as set forth below:

   Recording Date: December 23 1996
   Recording No.: 163342

12. Terms, conditions, provisions, agreements and obligations contained in the Resolution of Manager of the Pines Development Group as set forth below:

   Recording Date: February 19, 2004
   Recording No.: 183960

13. Terms, conditions, provisions, agreements and obligations contained in the Resolution of the Board of County Commissioners as set forth below:

   Recording Date: May 10, 2005
   Recording No.: 187983

14. Terms, conditions, provisions, agreements and obligations contained in the Findings, Conclusions and Order by and between Clubhouse at Fairway Pines LLC, Plaintiff and Fairway Pines Estates Owners Association Inc as set forth below:

   Recording Date: July 3, 2007
   Recording No.: 195338

15. Terms, conditions, provisions, agreements and obligations contained in the Resolution as set forth below:

   Recording Date: July 3, 2007
   Recording No.: 195342

16. Terms, conditions, provisions, agreements and obligations contained in the Notice of Standards and Remedies for Fairway Pines golf Course as set forth below:

   Recording Date: October 6, 1994
   Recording No.: Book 230 page 499

   Agreement to vacate notice of standards recorded November 6, 2007 at Reception No. 196476

17. Terms, conditions, restrictions, provisions, notes and easements as disclosed on the Plat of Filing No. 1 Fairway Pines Estates, PUD as set forth below:

   27306B (6/06)
   ALTA Owner’s Policy (6/17/06)

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SCHEDULE B
(Continued)

18. Undivided 100% interest in all oil, gas and other mineral rights reserved in the instruments set forth below, and any and all assignments thereof or interests therein:

Reserved by: Loghill Village Investors LTD

Recording Date: October 25, 2000
Recording No.: 173400

19. Terms, conditions, restrictions, provisions, notes and easements as disclosed on the Plat of Fairway Pines Estates Filing No. 2 as set forth below:

Recording Date: February 25, 1993
Recording No.: 152894

20. Terms, conditions, restrictions, provisions, notes and easements as disclosed on the Plat of Fairway Pines Estates Village 1, 2, 3, 4, 5 and 6 as set forth below:

Recording Date: April 29, 1999
Recording No.: 169504

21. Terms, conditions, restrictions, provisions, notes and easements as disclosed on Plat of Fairway Pines Estates Village 6A as set forth below:

Recording Date: October 23, 2000
Recording No.: 173387

22. Terms, conditions, provisions, agreements and obligations contained in the Agreement with Dallas Creek Water company as set forth below:

Recording Date: January 16, 2009
Recording No.: 199793

23. Terms, conditions, provisions, agreements and obligations contained in the Plat of Survey as set forth below:

Recording Date: September 1, 2006
Recording No.: 192769

Recording Date: December 6, 2006
Recording No.: 193569
24. Terms, conditions, provisions, agreements and obligations contained in the Agreement with Dallas Creek Water company as set forth below:

Recording Date: October 25, 2013
Recording No. 211018
Recording No. 211019
Recording No. 211020
ENDORSEMENT
Attached to Policy No.: PROFORMA
Issued by
Fidelity National Title Insurance Company

The effective Date of Policy is hereby changed from August 1, 2018 to January 17, 2022.

The Company hereby insures:

(1.) That, except as otherwise expressly provided herein, there are no liens, encumbrances or other matters shown by the Public Records, affecting said estate or interest, other than those shown in said policy.

(2.) That, as shown by the Public Records, the Title to said estate or interest is vested in the vestees shown in Schedule A.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated:
Fidelity National Title Insurance Company

Countersigned by:
PROFORMA
Authorized Signature

By: [Signature]
Randy Quick
President

ATTEST: [Signature]
Miyuki Nemoto
Corporate Secretary
BYLAWS
OF
CIMARRON VIEW III SUB-ASSOCIATION, INC.
a Colorado Non-Profit Corporation

ARTICLE I

Introduction

These are the Bylaws of Cimarron View III Sub-Association, Inc. which shall operate under the Colorado Non-Profit Corporation Act, as amended, and the Colorado Common Interest Ownership Act, as amended ("Act").

ARTICLE II

Board

Section 2.1. Number and Qualification-Termination of Declarant Control.

(a) After the termination of the period of Declarant control, the affairs of the Common Interest Community and the Association shall be governed by a Board which, until the termination of the period of Declarant control, shall consist of three persons, and following such date shall consist of three persons who shall be Unit Owners. If any Unit is owned by a partnership or corporation, any officer, partner or employee of that Unit Owner shall be eligible to serve as a Director and shall be deemed to be a Unit Owner for the purposes of the preceding sentence. Directors shall consist of one (1) representative per Unit. At any meeting at which Directors are to be elected, the Unit Owners may, by resolution, adopt specific procedures which are not inconsistent with these Bylaws or the Colorado Non-Profit Corporation Act for conducting the elections.

(b) The terms of at least one-third of the Directors not appointed by the Declarant shall expire annually, as established in a resolution of the Unit Owners.

(c) The Declaration shall govern appointment of Directors of the Board during the period of Declarant control.

(d) The Board shall elect the officers. The directors and officers shall take office upon election.

(e) At any time after Unit Owners, other than the Declarant, are entitled to elect a Director, the Association shall call a meeting and give not less than 10 nor more than 50 days' notice to the Unit Owners for this purpose. This meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

Section 2.2. Powers and Duties. The Board may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or the Act. The Board shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community, including the following powers and duties:

(a) Adopt and amend Bylaws and Rules and Regulations;
(b) Adopt and amend budgets for revenues, expenditures and reserves;
(c) Collect assessments for Common Expenses from Unit Owners;
(d) Hire and discharge managing agents;
(e) hire and discharge employees, independent contractors and agents other than managing agents;

(f) institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violations of the Association's Declaration, Bylaws or Rules in the Association's name, on behalf of the Association or two or more Unit Owners on matters affecting the Common Interest Community;

(g) make contracts and incur liabilities;

(h) regulate the use, maintenance, repair, replacement and modification of Common Elements;

(i) cause additional improvements to be made as a part of the Common Elements;

(j) acquire, hold, encumber and convey, in the Association's name, any right, title or interest to real estate or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to §312 of the Act;

(k) grant easements 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;

(l) impose and receive a payment, fee or charge for services provided to Unit Owners and for the use, rental or operation of the Common Elements, other than Common Elements described in Subsections 202(1) (b) and (d) of the Act;

(m) impose a reasonable charge for late payment of assessments and, after notice and hearing, levy a reasonable fine for a violation of the Declaration, Bylaws, Rules and Regulations of the Association;

(n) impose a reasonable charge for the preparation and recording of amendments to the Declaration or statements of unpaid assessments;

(o) provide for the indemnification of the Association's officers and the Board and maintain Directors' and officers' liability insurance;

(p) exercise any other powers conferred by the Declaration or Bylaws;

(q) exercise any other power that may be exercised in the state by a legal entity of the same type as the Association;

(r) exercise any other power necessary and proper for the governance and operation of the Association; and

(s) by resolution, establish committees of Directors, 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 Unit Owners and the Board. However, actions taken by a committee may be appealed to the Board by any Unit Owner within 45 days of 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.

Section 2.3. Manager. The Board may employ a Manager for the Common Interest Community, at a compensation established by the Board, to perform duties and services authorized by the Board. The Board may delegate to the Manager only the powers granted to the Board by these Bylaws under §2.2, Subdivisions (c), (e), (g) and (h). 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.

2.4. Removal of Directors. The Unit Owners, by a two-thirds vote of all persons present and entitled to vote, at any meeting of the Unit Owners at which a quorum is present, may remove any Director of the Board, other than a Director appointed by the Declarant, with or without cause.

2.5. Vacancies. Vacancies in the Board, caused by any reason other than the removal of a Director by a vote of the Unit 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 Directors present at that meeting may constitute less than a quorum. These appointments shall be made in the following manner:
(a) As to vacancies of Directors whom Unit Owners other than the Declarant elected, by a
majority of the remaining elected Directors constituting the Board; and
(b) as to vacancies of Directors whom the Declarant has the right to appoint, by the
Declarant.

Each person so elected or appointed shall be a Director for the remainder of the term of the
Director so replaced.

Section 2.6. Regular Meetings. The first regular meeting of the Board following each
annual meeting of the Unit Owners shall be held within 10 days after the annual meeting at a time
and place to be set by the Unit Owners at the meeting at which the Board shall have been elected.
No notice shall be necessary to the newly elected Directors in order to legally constitute such
meeting, provided a majority of the Directors are present. The Board may set a schedule of
additional regular meetings by resolution, and no further notice is necessary to constitute regular
meetings.

Section 2.7. Special Meetings. Special meetings of the Board may be called by the
President or by a majority of the Directors on at least three business days' notice to each
Director. The notice shall be hand delivered or 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 Ouray
County, Colorado, unless all Directors consent in writing to another location.

Section 2.9. Waiver of Notice. Any Director may waive notice of any meeting in writing.
Attendance by a Director at any meeting of the Board shall constitute a waiver of notice. If all the
Directors are present at any meeting, no notice shall be required, and any business may be
transacted at such meeting.

Section 2.10. Quorum of Directors. At all meetings of the Board, a majority of the Directors
shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors
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. Consent to Corporate Action. If all the Directors or all Directors of a
committee established for such purposes, as the case may be, severally or collectively consent in
writing to any action taken or to be taken by the Association, and the number of the Directors
constitutes a quorum, that action shall be a valid corporate action as though it had been authorized
at a meeting of the Board or the committee, as the case may be. The secretary shall file these
consents with the minutes of the meetings of the Board.

Section 2.12. Telephone Communication in Lieu of Attendance. A Director may attend a
meeting of the Board by using an electronic or telephonic communication method whereby the
Director may be heard by the other members and may hear the deliberations of the other members
on any matter properly brought before the Board. The Director's vote shall be counted and the
presence noted as if that Director were present in person on that particular matter.
ARTICLE III

Unit Owners

Section 3.1. Annual Meeting. Annual meetings of Unit Owners shall be held in Ouray County, Colorado at such date set forth in the notice. At these meetings, the Directors shall be elected by ballot of the Unit Owners, in accordance with the provisions of Article II of the Bylaws. The Unit Owners may transact other business as may properly come before them at these meetings.

Section 3.2. Budget Meeting. Meetings of Unit 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 3.3. Special Meetings. Special meetings of the Association may be called by the President, by a majority of the members of the Board or by Unit Owners comprising 20% percent of the votes in the Association.

Section 3.4. Place of Meetings. Meetings of the Unit Owners shall be held at the project or may be adjourned to a suitable place convenient to the Unit Owners, as may be designated by the Board or the President.

Section 3.5. Notice of Meetings. The secretary or other officer specified in the Bylaws shall cause notice of meetings of the Unit Owners to be hand delivered or sent prepaid by United
States mail to the mailing address of each Unit or to the mailing address designated in writing by the Unit Owner, not less than 10 nor more than 50 days in advance of a meeting. No action shall be adopted at a meeting except as stated in the notice.

Section 3.6. Waiver of Notice. Any Unit Owner may, at any time, waive notice of any meeting of the Unit Owners in writing, and the waiver shall be deemed equivalent to the receipt of notice.

Section 3.7. Adjournment of Meeting. At any meeting of Unit Owners, a majority of the Unit Owners who are present at that meeting, either in person or by proxy, may adjourn the meeting

Section 3.8. Order of Business. The order of meetings of the Unit 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) establish number and term of memberships of the Board (if required and noticed);
(f) election of inspectors of election (when required);
(g) election of Directors of the Board (when required);
(h) ratification of budget (if required and noticed);
(i) unfinished business; and
(j) new business.

Section 3.9. Voting.

(a) If only one of several owners of a Unit is present at a meeting of the Association, the owner present is entitled to cast all the votes allocated to the Unit. If more than one of the owners are present, the votes allocated to the Unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the votes allocated to the Unit without protest being made promptly to the person presiding over the meeting by another owner of the Unit.

(b) Votes allocated to a Unit may be cast under 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 votes by the other owners of the Unit through a duly executed proxy. A Unit Owner may revoke a proxy given under this section only by actual notice or 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 terminates one year after its date, unless it specifies a shorter term.

(c) The vote of a corporation or business trust may be cast by any officer of that corporation or business trust in the absence of express notice of the designation of a specific person by the Board of Directors or Bylaws of the owning corporation or business trust. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust owner is qualified to vote.
Votes allocated to a Unit owned by the Association may not be cast.

Section 3.10. Quorum. Except as otherwise provided in these Bylaws, the Unit Owners present in person or by proxy at any meeting of Unit Owners, but no less than 10% percent of the members, shall constitute a quorum at that meeting.

Section 3.11. Majority Vote. The vote of a majority of the Unit Owners present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required in the Declaration, these Bylaws or by law.

ARTICLE IV

Officers

Section 4.1. Designation. The principal officers of the Association shall be the president, vice president, the secretary and the treasurer, all of whom shall be elected by the Executive Board. The Board may appoint an assistant treasurer, an assistant secretary and other officers as it finds necessary. The president and vice president, but no other officers, need to be Directors. Any two offices may be held by the same person, except the offices of president and secretary. The office of vice president may be vacant.

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 Directors, 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 Unit Owners and of the Executive 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 Unit 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 shall take the place of the president and perform the president's duties whenever the president is absent or unable to act. If neither the president nor the vice president is able to act, the Board shall appoint some other Director to act in the place of the president on an interim basis. The vice president shall also perform other duties imposed by the Board or by the president.
Section 4.6. Secretary. The secretary shall keep the minutes of all meetings of the Unit 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 non-profit 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. Except for reserve funds described below, the treasurer may have custody of and shall have the power to endorse for transfer, on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others. 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 Directors, one of whom may be the treasurer if the treasurer is also a Director.

Section 4.8. Agreements, Contracts, Deeds, Checks, etc. Except as provided in Sections 4.4, 4.6, 4.7 and 4.9 of 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 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 §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 V
Enforcement

Section 5.1. Abatement and Enjoinment of Violations by Unit Owners. The violation of any of the Rules and regulations adopted by the Board or the breach of any provision of the documents shall give the Board the right, after notice and hearing, except in case of an emergency, in addition to any other rights set forth in these Bylaws:

(a) To enter the Unit or Common Element in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition (except for additions or alterations of a permanent nature that may exist in that Unit) that is existing and creating a danger to the Common Elements contrary to the intent and meaning of the provisions of the documents. The Board shall not be deemed liable for any manner of trespass by this action; or

(b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

Section 5.2. Fine for Violation. By resolution, following notice and hearing, the Board may levy a fine of up to $100.00 per day for each day that a violation of the documents or rules persists after notice and hearing, but this amount shall not exceed that amount necessary to insure compliance with the rule or order of the Board.

Section 5.3. Interest. The Board may set and collect interest on any delinquent obligation owed by an Owner to the Association at any lawful rate up to 21% per annum.

ARTICLE VI

Indemnification

The Directors and officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in Colorado Non-Profit Corporation Act, the provisions of which are incorporated by reference and made a part of this document.

ARTICLE VII

Records

Section 7.1. Records and Audits. The Association shall maintain financial records. The cost of any audit shall be a Common Expense unless otherwise provided in the documents.

Section 7.2. Examination. All records maintained by the Association or the Manager shall be available for examination and copying by any Unit Owner, any holder of a security interest in a Unit or its insurer or guarantor, 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.
Section 7.3. Records. The Association shall keep the following records:

(a) An account for each Unit, which shall designate the name and address of each Unit Owner, the name and address of each mortgagee who has given notice to the Association that it holds a mortgage on the Unit, the amount of each Common Expense assessment, the dates on which each assessment comes due, the amounts paid on the account and the balance due;
(b) an account for each Unit Owner showing any other fees payable by the Unit Owner;
(c) a record of any capital expenditures in excess of $1,000.00 approved by the Board for the current and next two succeeding fiscal years;
(d) a record of the amount and an accurate account of the current balance of any reserves for capital expenditures, replacement and emergency repairs, together with the amount of those portions of reserves designated by the Association for a specific project;
(e) the most recent regularly prepared balance sheet and income and expense statement, if any, of the Association;
(f) the current operating budget adopted pursuant to §315(1) of the Act and ratified pursuant to the procedures of §303(4) of the Act;
(g) a record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant;
(h) a record of insurance coverage provided for the benefit of Unit Owners and the Association;
(i) a record of any alterations or improvements to Units or Common Elements which violate any provisions of the Declaration of which the Board has knowledge;
(j) a record of any violations, with respect to any portion of the Common Interest Community, of health, safety, fire or building codes or laws, ordinances, or regulations of which the Board has knowledge;
(k) a record of the actual costs, irrespective of discounts and allowances, of the maintenance of the Common Elements;
(l) balance sheets and other records required by local corporate law;
(m) tax returns for state and federal income taxation;
(n) minutes of proceedings of incorporators, Unit Owners, Directors, committees of Directors and waivers of notice; and

(o) a copy of the most current versions of the Declaration, Bylaws, Rules and resolutions of the Board, along with their exhibits and schedules.

ARTICLE. VIII

Miscellaneous

Section 8.1. Notices. All notices to the Association or the Board shall be delivered 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 Unit Owners and to all holders of security interests in the Units who have notified the Association that they hold a security interest in a Unit. Except as otherwise provided, all notices to any Unit Owner shall be sent to the Unit Owner's address as it appears in the records of the Association. All notices to holders of security interests in the Units shall be sent, except where a different manner of notice is specified elsewhere in the documents, by registered or certified mail to their respective addresses, as designated by
them in writing to the Association. All notices shall be deemed to have been given when mailed, except notices of changes of address, which shall be deemed to have been given when received.

Section 8.2. Fiscal Year. The Board shall establish the fiscal year of the Association.

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 on the Property or at such other place as the Board may from time to time designate.

Section 8.5. 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 Common Elements that it is obligated to maintain, based upon the project's age, remaining life and the quantity and replacement cost of major Common Element improvements.

ARTICLE IX

Amendments to Bylaws

Section 9.1. The Bylaws may be amended only by vote of two-thirds of the members of the Board, following notice and comment to all Unit Owners, at any meeting duly called for such purpose.

Section 9.2. No amendment of the Bylaws of this Association shall be adopted which would affect or impair the validity or priority of any mortgage covering any Unit or which would change the provisions of the Bylaws with respect to institutional mortgagees of record.

IN WITNESS WHEREOF, we, being Directors of Cimarron View III Sub-Association, Inc., have hereunto set our hands this ____ day of January, 2023

Directors:

___________________________
Randal Collins

___________________________
Deborah Harrison
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CIMARRON VIEW III SUB-ASSOCIATION OF FAIRWAY PINES OURAY COUNTY, COLORADO

THIS DECLARATION is made on the date hereinafter set forth by CV Investments INC, hereinafter referred to as “Declarant.”

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the county of Ouray and State of Colorado, which is more particularly described as Lot V609, Village 6A, Fairway Pines Estates, according to the recorded plat thereof; and

WHEREAS, Declarant intends that said real property shall be used for residential purposes while preserving to the extent practical the existing natural environment; and

WHEREAS, Declarant will convey the said property, subject to the protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth; and

NOW, THEREFORE, Declarant hereby declares that all of the property above described shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
Definitions

Section 1. “Association” shall mean and refer to the CIMARRON VIEW III Sub-Association, Inc., a Colorado Nonprofit Corporation, its successors and assigns.

Section 2. “Member” shall mean and refer to every person or entity who holds membership in the Association. Any Owner entity must designate a person to serve as the member representing the Unit owned by such entity.

Section 3. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to a Unit shown on the plat including contract purchasers but excluding those who have an interest merely as security.
Section 4. “Unit” shall mean an individual interior residential townhome site within Lot V609 including two feet (2’') around the perimeter of each residential structure, as more particularly depicted on the Plat. There will be a 30 foot (as depicted on the plat) limited common element directly behind each unit which may be fenced.

Section 5. “Plat” shall mean and refer collectively to the recorded plat of Cimarron View III Townhomes – Cluster Lot V609, An Amendment of Lot V609 Fairway Pines Estates Village 6A, showing its configuration as a Cluster Lot for three (3) residential interior units.

Section 6. “Properties” shall mean and refer to the above described real estate.

Section 7. “Board” shall refer to the Board of Directors of the Association.

Section 8. “Common Elements” shall mean all real property, including the improvements thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners, as designated on the Plat or as acquired by the Association from time to time.

ARTICLE II

Property Rights

Section 1. Roads and Driveways. The streets and/or roads as shown on the Plat are private and every Owner shall have a right and easement of use and enjoyment in and to same. Driveways shall be shared by the Owners as more particularly depicted on the Plat.

Section 2. Additional Common Elements. The Association may, but shall not be obligated to, construct and maintain when constructed, additional common elements including but not limited to walking paths. Every Owner shall have a right and easement of use and enjoyment in and to any such additional Common Elements.

ARTICLE III

Home Owners Association

Section 1. Functions. The Association shall perform the functions as provided in this Declaration to further the common interest of all Owners. The Association shall be obligated to and shall assume and perform all functions and obligations imposed on it or contemplated for it under this Declaration, its Articles of Incorporation and Bylaws. The Association shall have all powers necessary or desirable to effectuate these purposes and shall be governed by its Bylaws. It shall not engage in commercial or profit-making activity. The Association shall have the obligation to enforce the terms and conditions of the underlying First Amendment to Second Restatement of the Declaration of Covenants, Conditions, Restrictions and Easements for Fairway Pines Estates, A Planned Unit Development, recorded in the Ouray County Public Records on 13th day of September, 2016 at Reception Number 216942, as may be amended from time to time (the “Fairway Pines Estates Declaration”).

Section 2. Membership.
(a) Every owner of a Unit is a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Unit which is subject to assessment.

(b) Upon transfer of fee simple title to a Unit, membership in the Association shall automatically pass to the new Owner.

Section 3. Voting.

(a) Members shall be all of the Owners and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be Members. The vote for such Unit shall be exercised as the Owners of such Unit determine among themselves, but in no event shall more than one vote be cast with respect to any Unit.

(b) Notwithstanding any other provisions expressly or impliedly to the contrary contained in this Declaration, the Articles of Incorporation or Bylaws of the Association, Declarant reserves the right to exercise all the rights, duties and functions of the Board of Directors of the Association until 2/3rds of the Units are sold. During such period of development and sale, the quarterly or monthly assessment for common expenses shall be based upon estimated costs, and may include an estimated amount for contingencies, reserves or sinking funds.

Section 4. Board of Directors. The affairs of the Association shall be conducted by a Board of Directors of the Association subject to Declarant’s right of control as described in Section 3(b) above.

Section 5. Rights of Association. The Association shall have and may exercise by and through the Board of Directors, the following rights, to wit:

(a) Rights and privileges given it by this Declaration.

(b) Any other right, privilege or power and authority necessary or desirable to fulfill its obligations under the Fairway Pines Estates Declaration and the Association's Bylaws, as permitted by law, including, without limiting the generality of the foregoing, the following:

(i) To take such actions as are necessary to provide road maintenance as set forth in Section 6 of this Article III;

(ii) To obtain and pay for accounting, legal and other professional services as may be necessary or desirable;

(iii) To obtain and pay for such comprehensive liability coverage or other insurance as good business practice may necessitate or require;

(iv) Upon request of any Member, to review requests for variances and subject to the Declarant's right to veto, to grant relief from any requirements contained herein if
the strict enforcement of same would tend to be unfair to or work an undue hardship on any Member or Members;

(v) To adopt and enforce Rules and Regulations to implement the aforementioned and to ensure the fullest enjoyment of the Properties.

(vi) To establish assessments as required under this Declaration for the purpose of satisfying the expenses incurred or estimated to be incurred by the Association. Assessments owed to the Fairway Pines Owners Association will be the individual responsibility of the Unit Owners.

(vii) To enforce the terms and conditions of this Declaration; and to fine and collect such sums from the Owners in violation hereof according to but not limited to the costs involved in taking the necessary action.

Section 6. Maintenance. The Association shall be obligated to and shall provide for the care, improvement, maintenance, repair and replacement of the Common Elements referred to in Article II, Sections 1 and 2. Maintenance when so decided by the Association's Board of Directors, shall include the removal of snow to the extent necessary to ensure full use of any of the roadways.

Section 7. Rental Services. The Association may, at the request of Owners, provide a central reservations system for such of the Units as the Owners may wish to have a rental service provided, subject to the covenants, conditions and restrictions concerning the rental of Units set forth in the Fairway Pines Estates Declaration.

ARTICLE IV

Covenant for Assessments

Section 1. Creation of the Lien and Personal Obligation for Payment of Assessments.

The Declarant, for each Unit owned within the Properties hereby covenants, and each owner of any Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments and special assessments, such assessments to be fixed, established and collected as hereafter provided. The annual and special assessments, together with interest and costs of collection including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys’ fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment became due. The personal obligation for repayment of delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by the new Owner. However, the lien shall continue to encumber the Unit.

Section 2. Establishment of Assessments.
A. Annual assessments shall be fixed annually by a majority vote of the Association's Board of Directors. Annual assessments are intended to defray the budgeted operating expenses of the Association and shall be used exclusively for the purpose of promoting the safety and welfare of the Owners and of the Units situated upon the Lot including the maintenance and repair of Common Elements. Annual assessments may include depreciation and reserve accounts.

B. Special assessments shall require the affirmative vote of Owners of four. Units. Special assessments are intended to provide funds for construction or replacement of Common Elements and for extraordinary expenses of the Association not provided by its annual assessments.

Section 3. Allocation of Assessment. The amount of each Unit’s share of the total assessment shall be determined by dividing the total assessment by the total number of Units subject to the assessment.

Section 4. Notice of Assessment. All assessment notices shall be in writing and may be sent by the Association by registered or certified mail to the Member's last known address. All Members shall be required to advise the Association of all changes of address. All assessments shall be payable to the Association within thirty (30) days from the date of delivery or mailing of the notice of assessment.

Section 5. Effect of Nonpayment of Assessments-Remedies of the Association. The Association may provide for the payment of the assessment in periodic installments. Any assessment installment which is not paid when due shall be delinquent. If the assessment installment is not paid within thirty (30) days after the due date, the assessment installment shall bear interest from the date of delinquency at the rate of 18% per annum. The Association may bring an action at law against the Owner personally obligated to pay the delinquent installments. In addition to such action or as an alternative thereto, the Association shall have a lien against each Unit to secure payment of monies owned to the Association by the Owner of that respective Unit. The Association may file with the Clerk and Recorder of Ouray County, a Statement of Lien with respect to the Unit, setting forth the name of the Owner, the legal description of the Unit, the name of the Association, and the amount of delinquent assessments then owing by the Owner of that respective Unit, which Statement shall be duly signed and acknowledged by the President or a Vice President of the Association, and which shall be served upon the Owner of the Unit by mail to the address of the Unit or at such other address as the Association may have in its records for the Owner of the Unit. Thirty (30) days following the mailing or such notice, the Association may proceed to foreclose the statement of the Lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Colorado. The Association shall be entitled to recover the costs and reasonable attorney’s fees incurred with respect to any attempt to collect assessments which are delinquent. No Owner may waive or otherwise escape liability for the payment of assessments provided for herein by non-use or abandonment of his or her Unit.

Section 6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first lien mortgage or first lien deed of trust encumbering a Unit.
ARTICLE V

Use Restrictions and Design Standards

Section 1. Existing Restrictions. Restrictions on use and governing design standards are as provided in the Fairway Pines Estates Declaration. These restrictions shall be enforced by the Association.

Section 4. Natural Gas. Each Unit shall be served by natural gas separately metered to each Unit.

Section 5. Waste Facilities. Each Unit shall be served by a septic tank for solid waste. Septic tanks shall be part of the Common Elements. The Units will be served by the sanitation district for liquid waste. The owner of each unit shall pay their respective sanitation district fees and the maintenance of their septic tank. The Association may assess the Owner the cost providing sewer service to the Units and maintenance of the holding tank if the owner is in arrears.

ARTICLE VI

General Provisions

Section 1. Enforcement. The Association, Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendments thereto. Failure by the Association, Declarant or any Owner, to enforce any such covenant or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Membership Succession. Any person, firm, corporation or other entity which shall succeed to the title of any Owner through foreclosure of a Deed of Trust or other type of security instrument or through other legal proceedings, shall upon issuance of the official deed to any Unit, become thereupon a Member of the Association as Owner and shall succeed to the rights, duties and liabilities of the previous Owner as herein provided. Any other conveyance by an Owner shall pass membership in the Association to the Grantee as herein provided.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, Declarant or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended by an instrument signed by the Owners and Mortgagees of not less than sixty-seven percent (67%) of
the Units. However, the Declarant may veto any such amendment until all three Units have been sold to third party Owners.

Section 4. Attorneys’ Fee. In any action brought by the Association, Declarant or any Owner to enforce the provisions hereof, whether legal or equitable, the prevailing party in addition to any other amounts, shall be entitled to a reasonable attorneys’ fees and costs.

Section 5. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

Section 6. Binding Effect. The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The provisions hereof shall constitute covenants running with the land, burdening and benefitting each and every part of the Properties, and every interest therein. In addition, the provisions hereof shall be enforceable in equity as equitable servitudes upon the land and as covenants in an agreement between Owners.

Section 7. Titles. The titles to Articles or Sections contained herein are for informational purposes only and shall not be deemed determinative of the contents of any such Articles or Sections.

Section 8. Legal Description. The legal description for the individual Units within Lot V609 shall be as follows: “Cluster Lot V609, Unit ____, Fairway Pines Estates.”
IN WITNESS WHEREOF, Declarant has executed this document this _____day of ___________, 2022.

CV INVESTMENTS INC,
a Colorado corporation

By: ______________________
    Randal Collins, President

State of Colorado } ss.
County of ____________

The foregoing instrument was acknowledged before me this _____day of ____________, 2020, by Randal Collins, as President of CV Investments INC, a Colorado corporation.

Witness my hand and official seal.

My commission expires: ____________________.

__________________
Notary Public
EXHIBIT D
CURRENT PLAT
Notice of Hearing: Plat Amendment

Because you are an adjacent property owner to the request listed below, you are receiving this notification as per the standards of Ouray County Land Use Code, Section 6.12(C)(2)(a)

The property owner of Lot V609 has applied for a Plat Amendment. 3 units are currently allowed on this parcel and the purpose of the plat amendment is to establish/define the 3 allowed building areas on the parcel. You have the right to submit comments within 30-days in favor of, or in opposition to, the proposed amendment. The application file is open to the public and may be viewed at the County Land Use Office, 111 Mall Road Ridgway, CO 81432.

If you wish to submit comments, please provide them prior to March 8, 2022. If you cannot provide comments by that date, you may still attend the public hearing with the Planning Commission or the Board of County Commissioners, and provide your comments directly to them.

For information about hearing dates/times, or if you have any questions, please contact Bryan Sampson at 970.626.9775.

To submit comments, please send them to:

Email: bsampson@ouraycountyco.gov

Mail: Ouray County
Attn: Bryan Sampson
PO Box 28
Ridgway, CO 81432
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Adult Signature Required $1.25
Adult Signature Restricted Delivery $1.25

Total Postage and Fees $4.33

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GARY LAWRENCE
1402 MAIN ST
STANFORD, CA 94301

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Adult Signature Required $1.25
Adult Signature Restricted Delivery $1.25

Total Postage and Fees $4.33

Sent To
PAUL STASHICK
212 ARMS ST
STANFORD, CA 94304

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
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Certified Mail Fee $3.75
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Return Receipt (hardcopy) $1.25
Return Receipt (electronic) $1.25
Certified Mail Restricted Delivery $1.25
Adult Signature Required $1.25
Adult Signature Restricted Delivery $1.25

Total Postage and Fees $4.33

Sent To
STEVE NADEL
210 S MAIN ST
STANFORD, CA 94304

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
NOTICE

FAIRWAY PINES ESTATE, VILLAGE 6A, LOT V609
CV INVESTMENTS, INC. HAS APPLIED TO THE
OURAY COUNTY LAND USE DEPARTMENT
FOR APPROVAL OF A PLAT AMENDMENT
TO ESTABLISH THE 3 BUILDING UNITS
ALLOWED ON THE PARCEL.

FOR MORE INFORMATION PLEASE CONTACT
THE OURAY COUNTY LAND USE DEPARTMENT
AT 970-626-9775 OR IN PERSON
AT 111 MALL ROAD, RIDGWAY, CO.
LEGAL NOTICES

NOTICE OF HEARING

Notice is hereby given that the Ouray County Planning Commission will hold a public hearing beginning at 5:00 pm on March 15th at the Ouray County Land Use Office, located at 111 Mall Road, Ridgway CO and via Zoom. (Zoom info published later in the Plaindealer under the PC Agenda.)

The purpose of the hearing is to review and make a recommendation to the Board of County Commissioners regarding an application by Mark and Andrea Lappenlauf, representing Lake Cabin LLC for approval of a Temporary Use - Special Use Permit to operate a 'wedding venue' at the Red Mountain Lodge, 2361 County Road 1.

Application materials may be reviewed during regular business hours (Mon-Thu, 8:00 am to 4:30 pm) at the Land Use Office, 111 Mall Road, Ridgway, Colorado. Comments may be submitted prior to the hearing and should be received no later than March 8th. Comments may be submitted in writing to: Land Use Office, P.O. Box 28, Ridgway, CO 81432 or emailed to: mclemoy@ouraycountyco.gov. Alternatively, written and/or oral testimony may be taken from the public during the hearing. Action may be taken on this application following the hearing.

Published: Ouray County Plaindealer: February 24, 2022

NOTICE OF HEARING

Notice is hereby given that the Ouray County Planning Commission will hold a public hearing beginning at 4:00 pm on March 15, 2022 at the Ouray County Land Use Office, located at 111 Mall Road, Ridgway CO and via Zoom. (Zoom info published with the hearing agenda in the Plaindealer 7 days prior to the hearing.)

No Clipping Required.

$507 SAVINGS

The AARP Auto Insurance Program

GEICO, State Farm and Allstate

Call The Hartford

Savings are based on a 4-year renewal term. Savings vary based on vehicle type, miles driven, and other factors. Discounts are subject to approval. Discounts shown apply to eligible AARP members 50+ only. AARP’s endorsement is based on information from the Insurers. Insurers are solely responsible for their work, and results will vary. Call your agent for more information.

LEGAL NOTICES

Estate of Herbert Daryl Klein, Deceased, Case Number 21PR1

All persons having claims against the above named estate are required to present them to the personal representative or to the District Court of Ouray County on or before May 31, 2022, or the claims may be forever barred.

Gregory Bruce Klein
5692 Carmon Dr
Windsor, CO 80550

Published: Ouray County Plaindealer, February 24, 2022, March 3, March 10, 2022

NOTICE TO CREDITORS

Estate of Kenneth G. McKenzie, Deceased, Case Number 22PR30001

All persons having claims against the above named estate are required to present them to the personal representative or to the District Court of Ouray County, Colorado on or before June 24, 2022, or the claims may be forever barred.

Candace L. Walls
C/O John W. Groves, Attorney
Grand Junction, CO 81502

Published: Ouray County Plaindealer, February 24, 2022, March 3, March 10, 2022

LEGAL NOTICES

FINDING OF NO SIGNIFICANT IMPACT

TO ALL INTERESTED GOVERNMENTAL AGENCIES AND PUBLIC GROUPS:

As required by guidelines for the preparation of environmental impact statements, an environmental review has been performed on the proposed action below:

Project: City of Ouray Wastewater Treatment Facility Improvements
Location: Ouray County, Colorado
Project No.: 148131 W-4
Total Cost: $18,685,000

The Town of Silvertown is seeking a Town Manager. Interested individuals are invited to visit silvertonco.gov to learn more. The position is at $46,000 an year. Applications may be obtained from Greene Street, silvertown.co.us or trever@silvertown.co.us.
EXHIBIT F

AFFECTED PROPERTY OWNER RESPONSES (IF ANY)
EXHIBIT G

OTHER PUBLIC COMMENT RECEIVED (IF ANY)
Application: Temporary Use - Special Use Permit

Project Name: Red Mountain Alpine Lodge – Wedding Venue

Applicant / Operator: Mark / Andrea Iuppenlatz

Property Owner: Lake Cabin, LLC

Parcel Name/Acres: 10.31

Property Address: 2361 County Road 31

Zoning District: Alpine Zone / High Alpine

Case Manager: Mark Castrodale

Request:

The Applicant has applied to the Land Use Department for approval of a Temporary Use – Special Use Permit to operate a ‘wedding venue’ at 2361 County Road 31. The wedding venue will operate in conjunction with an existing Bed & Breakfast (ie. Red Mountain Alpine Lodge) The Applicant is proposing May thru October use only, a maximum of #50 guests at any one time, limited overnight stay at the lodge, and requiring all wedding guests not staying at the lodge to be shuttled to/from the venue. (ie. no parking) See application for additional details.

Land Use Code / Section 24.3.C.2 – High Alpine & Temporary Use Definition:

A. The following additional regulations shall apply:

(2) Any commercial use is prohibited unless specifically allowed under the Zoning Section of this Code.

Staff notes that ‘Temporary Use’ is a use allowed by Special Use Permit in the Alpine Zone per section 3.8.A.s of the Land Use Code. Also, Section 3 of the Land Use Code defines ‘Temporary Use’ as:

Any use of land within Ouray County which:

A. Will not continue for a period in excess of 180 consecutive days in any calendar year.
B. Is not residential in nature.
C. Does not emit or create excessive noise, smoke, dust, light or other pollutant.
D. Will not permanently alter the land and does not require the use of permanent structures.  
E. Is not inconsistent with the purpose of this Code.

It is Staff’s opinion that the propose use complies with this definition.

History:

The subject property is a 10.31-acre (+/-) parcel. The building permit for the ‘Red Mountain Lodge’ was obtained by acquiring legal/proper trade credits as allowed by Section 24 of the Land Use Code. The property owner operates a Bed & Breakfast in the lodge via a Special Use Permit issued by the County for such use in 2018. (see Resolution 2018-008 in packet) The active Special Use Permit was last renewed by the Land Use Department in 2021 and expires on December 20, 2023. Staff also notes the lodge has an active “lodging and entertainment” liquor license.

It is Staff’s understanding that the Temporary SUP for the ‘wedding venue’ will be operated in conjunction with the existing Bed & Breakfast, with the wedding party only being allowed to stay in the B&B, and all wedding guests (limited to #50) must have other accommodations and will be required to shuttle in to the site. Staff notes that a condition on the Bed & Breakfast SUP requires the owner to provide a shuttle service from the City of Ouray during winter months.

Staff notes that there are potential issues with the liquor licensed explained in the comments by the Clerk & Recorder and addressed by Staff in proposed conditions. Staff also notes that the Land Use Department has not received any complaints regarding the ongoing operation of the Bed & Breakfast at the Red Mountain Lodge.

County Referrals, Outside Agency Referrals, and Public Comments:

The subject application was referred to the following departments or agencies for review/comment:

COUNTY ATTORNEY

The County Attorney expressed no concerns regarding the subject application.

COUNTY ADMINISTRATOR

The County Administrator expressed no concerns regarding the subject application.

COUNTY CLERK & RECORDER

The County Clerk & Recorder reviewed the subject application and returned the following comments (sent to the Land Use Department via email):

Just for clarification the Liquor license [for Red Mountain Lodge] Is a Lodging & Entertainment license, not a Tavern license. The licensed premises is the Lodge only! So, they cannot sell/serve alcohol outside of the lodge, nor can anyone leave the building with a drink in their hand. Signage should be displayed that no one can leave the premises with an open container. If there is a reception in the meadow, then the wedding party is responsible for
bringing in their own alcohol. Red Mountain lodge cannot sell a bottle or purchase it for them on their behalf either.

Bottom line....... Currently, alcohol cannot be taken outside of the lodge unless they modify their liquor premises. If they do that, (and the BOCC approved) then Red Mountain Lodge would have to be in charge of serving all the wedding party/guests and control the perimeter around the lodge and meadow. The bride/groom and guests would be unable to bring in their own alcohol.

Note: Staff is proposing conditions to address these issues/concerns.

COUNTY SHERIFF

The County Sheriff reviewed the subject application and returned the following comments:

I have reviewed the application and proposal, and the Sheriff’s Office has no concerns. We have not had any issues with this facility and conversely have only had excellent working relationships and communications. We have not had to respond to this facility for any problems or issues. They have addressed noise, transportation and parking already, which would have been the concerns.

Notification/Posting Requirements:

On-Site Posting

As required by the Land Use Code, the Applicant will post on-site notice of the in-process Special Use Permit application on the property at least 14-days prior to the date of the public hearing before the BOCC.

Adjacent/Adjoining/Abutting Owners Notification

As required by the Land Use Code, the Applicant will send written notice of the in-process Special Use Permit application to all property owners holding a fee simple interest in property abutting, adjacent, adjoining upon, or directly across a road or street from the proposed use, at least 14-days prior to the date of the hearing before the BOCC.

Comments/Concerns – Public & Neighbors

Any public comment received by Land Use has been included in this packet.

Requirements – Land Use Code:

Section 5.2(A-E)

5.2(A) Definition

The definition for ‘Temporary Use’ is cited previously in this report.

5.2(B) Existing Conditions Map
The Applicant provided a current Google Earth photo, traditionally accepted by the Land Use Department in place of an existing conditions map.

5.2(C) Detailed Site Plan

The Applicant provided a Google Earth photo with labels, traditionally accepted by the Land Use Department in place of a site plan.

5.2(D) Operator other than Owner

Andrea Iuppenlatz is the registered agent for the property owner, Lake Cabin, LLC and one of the proposed operators of the proposed use.

5.2(E) Written Narrative

The Applicant provided a written narrative with his packet materials.

Section 5.2(E,1-15)

5.2(E,1) Description

The Applicant provided a description of the proposed use in the provided narrative.

5.2(E,2) Undue Danger, Water Pollution, Offensive Noise...

It is the opinion of Staff, after a review of the application, that the proposed Temporary Use will likely not cause undue danger in surrounding areas, water pollution, nor create unreasonable amounts of offensive noise, vibration, smoke, dust, odors, heat, glare, or other objectionable influences beyond the boundaries of the property on which the proposed use is located. Should any of these issues arise, the SUP may be ‘called up’ by the BOCC for review and the Special Use Permit may be suspended or revoked. Also, Land Use Staff will follow up on any complaints that might be received regarding the proposed use.

5.2(E,3) Potable Water/Sewage

Per the Applicant’s narrative, the ‘wedding party’ will stay at the lodge which has an engineered OWTS (On-Site Wastewater Treatment System) and bathroom/shower facilities. To serve wedding ‘guests’, the Applicant is proposing temporary trailer mounted portable bathrooms to be on-site only during scheduled events.

5.2(E,4) Visual Impact

As there are no new structures or any structure requiring issuance of a building permit proposed for the subject application. Therefore, it is Staff’s opinion that no visual impact review is triggered. Staff notes the applicant is proposing use of a temporary deck/platform (ie. yoga platform) that can be placed or removed. (placed on concrete pocket blocks)

5.2(E,5) Impact on Wildlife/Habitat
It is the opinion of Staff that the proposed temporary ‘wedding venue’ will have no impact on wildlife or significant wildlife habitat.

5.2(E,6) Impact on Ditches

There are no ditch structures including headgates located on the subject properties.

5.2(E,7) Geo-Hazards

It is the opinion of Staff that the proposed location for the ‘wedding venue' and associated temporary deck are not affected by significant geological hazards. Staff notes that this issue was discussed in detail during the public hearing for the Bed & Breakfast SUP.

5.2(E,8) Site Contamination

It is the opinion of Staff that subject property is not subject to any known or obvious site contamination. Any site contamination discovered in the future would trigger both an investigation by Staff as well as review of the overall permit/use by the Board of County Commissioners.

5.2(E,9) Compatible with Community Character

It is the opinion of Staff that the proposed ‘wedding venue’ is compatible with the community character and surrounding land uses and would be a complimentary use to area businesses in both the City of Ouray as well as the Town of Ridgway. (ie. Necessary food, lodging, etc. for wedding guests.)

5.2(E,10) Material Adverse Effect

It is the opinion of Staff that the proposed ‘wedding venue’ will not present any material adverse effect(s) on the surrounding area.

5.2(E, 11) Impacts on Existing Infrastructure

It is the opinion of Staff that the proposed ‘wedding venue’ will not cause any impacts on existing infrastructure, beyond what would be created by a use-by-right.

5.2(E,12) Located in a PUD – HOA Letter

The subject lot/parcel is not within a PUD or county approved subdivision.

5.2(E, 13) Notification to HOA

See Staff’s response above.

5.2(E,14) Weed Mitigation Plan

It is Staff's opinion that the proposed ‘wedding venue’ does not trigger the need for a weed management or mitigation plan. Staff notes that there is no excavation proposed and no building or building permits required.
5.2(E,15) Additional Information

5.4 STATE/FEDERAL COMPLIANCE

The proposed ‘wedding venue’ does not trigger State or Federal approvals.

5.5 LEASED LAND

There is no leased land related to the proposed use.

5.6 IMPACT FEES

No impact fees are being proposed by Staff at this time.

5.7 OUTSIDE AGENCY REVIEW

Staff is not proposing any outside agency review at this time.

Staff Conclusions and Recommendations:

It is the opinion of the Land Use Department that the subject application meets the conditions and provisions found in Section 5 of the Land Use Code for approval of a Temporary Use - Special Use Permit to operate a commercial ‘wedding venue’. Staff is recommending the Planning Commission forward the subject application to the Board of County Commissioners with a recommendation of approval and subject to the following conditions:

1. The Temporary Use - Special Use Permit issued is good for a period of ____ years, is renewable, and is effective from May thru October Only.

2. The Temporary Use – Special Use Permit is only active with an active Special Use Permit to operate a Bed & Breakfast.

3. Weddings shall be limited to a maximum of #50 guests at any one time.

4. Weddings guests staying overnight at the Bed & Breakfast shall be limited to the maximum occupancy of the lodge based upon bedrooms and septic (OWTS) design and limitations.

5. Any violation of Resolution No. 2018-008 may result in suspension or revocation of the Temporary Use – Special Use Permit.

3. The Applicant shall maintain the subject property and all associated structures.

4. The Applicant must at all times remain in compliance with the Land Use Code and all Ouray County adopted Ordinances, paying special attention to: Ordinance No’s.: 1992-01 (Noise), 1995-01 (Rubbish), 2002-01 (Open Fires), 2007-01 (OHV’s).

5. All trash and bear attractants shall be kept in bear-proof containers or in a locked building or structure and removed each night.

6. The Applicant/Operator shall comply with the terms and conditions of the liquor license including, but not necessarily limited to, the following:

   a. No alcohol may be sold or served outside of the ‘Lodge’.
b. No alcohol may leave the premises (ie. Lodge).

c. A sign shall be clearly displayed in the Lodge stating: “No alcohol permitted outside of the lodge/building.”

d. For any event held outside the Lodge, patrons must provide their own alcohol. Red Mountain Lodge may not purchase/sell liquor for patrons outside the Lodge.
RESOLUTION No. 2018-008

A RESOLUTION OF THE
BOARD OF COUNTY COMMISSIONERS OF OURAY COUNTY, COLORADO
APPROVING A SPECIAL USE PERMIT FOR A BED & BREAKFAST
ON THE LAKE MINING CLAIM BY APPLICANTS – MARK AND ANDREA IUPPENLATZ

WHEREAS, on August 31, 2017, the Ouray County Land Use Department accepted an application by Mark and Andrea Iuppenlatz for approval of a Special Use Permit to conduct a Bed & Breakfast on the Lake Claim; and

WHEREAS, the application materials provided by the applicant described a proposed cabin (new construction) on the Lake Claim and the operation of a low-impact, year-round, Bed & Breakfast, offering meals and lodging to guests; and

WHEREAS, on September 11, 2017, the special use permit application was deemed complete by Staff and referrals were sent to the following County departments for review and comment: Road & Bridge Department, County Attorney, Building Inspector, Weed Manager, and County Administration; and

WHEREAS, the subject property known as the Lake Claim, lies within the Alpine Zone as well as in the High Alpine Overlay Zone; and

WHEREAS, per Section 3 of the Ouray County Land Use Code, Bed & Breakfast is a use allowed by Special Use Permit in the Alpine Zone; and

WHEREAS, Land Use Staff, in their submitted report, stated that the subject application meets with the requirements of Section 5 of the Land Use Code and made a recommendation of approval, with conditions, to the Board of County Commissioners; and

WHEREAS, the Applicant sent letters to adjacent, adjoining, and abutting landowners and landowners directly across a road or street from the proposed operation, notifying them of the in-process application and the date/time/location of the public hearing where the item would be reviewed by the Board of County Commissioners; and

WHEREAS, the Applicant posted on-site notice of the application, in a form approved by Land Use Staff, on the property where the use is proposed, at least 14-days prior to the date of the hearing before the Board of County Commissioners; and

WHEREAS, the Ouray County Planning Commission reviewed the application for a Special Use Permit in a properly noticed public hearing held on December 12, 2017 and voted to forward the application to the Board of County Commissioners with a recommendation of approval; Mark Iuppenlatz, Planning Commission Member and Applicant, recused himself from the discussion and was not present for the discussion, deliberation and vote; and

WHEREAS, written comments from members of the public regarding the proposed use were provided to the Board of County Commissioners, prior to the public hearing; and

WHEREAS, the Board of County Commissioners considered the subject application in a properly noticed public hearing held on January 30, 2018; and

WHEREAS, during the hearing, the Board of County Commissioners allowed time for comments from the public regarding the subject application and proposed use; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF OURAY COUNTY, COLORADO, AS FOLLOWS:

The Board of County Commissioners hereby approves the subject Special Use Permit for a Bed and Breakfast to be located at on the Lake Claim (mining claims) and to be operated by Mark and Andrea Iuppenlatz, subject to the following conditions:

1. The approval of this Special Use Permit does not guarantee issuance of a building permit or septic permit, which is required prior to the Applicant commencing with the proposed use and/or site construction.
2. Prior to commencing construction, the Applicant must meet all requirements and provisions found in Section 24 of the Land Use Code.

3. Applicant may not proceed with the proposed use until a Certificate of Occupancy (CO) has been issued by the Land Use Department for the proposed residential structure.

4. The Applicant shall follow all USFS and Ouray County Land Use Code Regulations regarding wildfire and defensible space.

5. The Applicant shall use industry approved methods to capture soil runoff during construction.

6. The Applicant shall implement site design and construction methods that avoid concentrated runoff from roofs and driveways.

7. The Applicant shall revegetate all disturbed areas after construction is complete, per a seed mix to be determined by the County Weed Manager.

8. Any sale or transfer of a controlling interest of the operator (Lake Cabin, LLC) shall require approval of an amendment to the Special Use Permit, by the Board of County Commissioners, to the degree that the Special Use Permit is still in effect.

9. Owner/operator of the B&B shall comply with all State and Federal regulations, including the potential requirement for issuance of an outfitter and guide permit from the US Forest Service.

10. All trash and bear attractants shall be kept in bear-proof containers or in a locked building/structure.

11. If excessive damage to County Road 31 is found to be caused by guests, visitors, or the Applicant/Operator of the B&B, the Applicant may be subject to damage and/or repair fees or charges or required to enter into a cooperative road maintenance agreement.

12. The subject use (B&B), including the building and surrounding land, must be properly maintained at all times.

13. No parking is allowed in the County right-of-way. The Applicant has read, understands, and shall comply with the Winter Road Maintenance Policy – Resolution No. 2016-000.

14. During winter months, the Applicant shall provide a shuttle service from the City of Ouray to the subject site.

15. The Applicant must at all time remain in compliance with all provisions found in the Ouray County Land Use Code and Ouray County Ordinance No's.: 1992-01 (Noise), 1995-01 (Rubbish), 2002-01 (Open Fires), 2007-01 (OHV's).

16. The Special Use Permit is issued for a period of 3-years from the date of issuance of the Certificate of Occupancy.

17. Applicant shall be required to comply with all parking requirements as stated in the adopted Ouray County building code, as may be updated or amended from time to time.

18. The County Attorney shall draft an indemnification agreement that shall be signed by the Applicant/Agent prior to issuance of the Special Use permit. (See: Exhibit A)
RESOLUTION No. 2018-008

Adopted this 13th day of February, 2018.

Voting for: Commissioners Batchelder, Peters & Tisdel
Voting against: NONE

BOARD OF COUNTY COMMISSIONERS
OF OURAY COUNTY, COLORADO

Don Batchelder, Chair

John E. Peters, Vice-Chair

Ben Tisdel, Commissioner

By: Hannah Hollenbeck, Deputy Clerk of the Board
INDEMNIFICATION AGREEMENT

This Indemnification Agreement made effective the 12th day of January, 2018, by and between: Lake Cabin, LLC (the Operator), and Ouray County Board of County Commissioners (County).

A. The Operator has been issued a special use permit to operate a bed and breakfast in the high alpine zone of Ouray County on the Lake Claim #2181, being Resolution 2017-008.

B. The County, as a condition of approval of the special use permit, requires the Operator to indemnify and hold the County harmless from and against any liability.

In consideration of the material matters described above, and of the covenants and conditions set forth in this Agreement, the parties agree as follows:

1. Indemnification. The Operator agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, employees and elected officials, from and against all liability, claims, suits, legal actions, and demands, on account of injury, loss, or damage, which arise out of or are in any manner connected with the operation of the special use set forth in the permit, but only to the extent caused by, the negligent act or omission of the Operator or any subcontractor of the Operator, or any officer, employee, representative, or agent of the Operator or of any subcontractor, or any other person for which Operator is responsible.

2. Severability. If any provision, phrase, or other portion of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, in whole or in part, and such determination becomes final, such provision, phrase, or other portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of the Agreement enforceable, and the Agreement as thus amended shall be enforced to give effect to the intention of the parties insofar as that is possible.

3. Subrogation. If any payments are made under this Agreement, the Operator shall be subrogated to the extent of such payments to all rights to indemnification or reimbursement against any insurer or other entity or person vested in County, who shall execute all instruments and take all other actions as shall be reasonably necessary for the Operator to enforce such rights.

4. Governing Law. The parties agree that this Agreement shall be construed and enforced in accordance with and governed by the laws of State of Colorado.

5. Termination. This Agreement shall terminate upon the termination of the special use permit or an amendment which assigns or transfers the special use permit to another operator.

6. Amendments and Binding Effect. This Agreement and the rights and duties of County and Operator under this Agreement may not be amended, modified or
terminated except by written instrument signed and delivered by the parties to this Agreement. This Agreement is binding upon and shall inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, successors, and assigns.

By County:

BOARD OF COUNTY COMMISSIONERS
OURAY COUNTY, COLORADO

Date: Feb. 13, 2018

Don Batchelder, Chairperson

Attest:

Michelle Nauer, Clerk & Recorder
By: Hannah Hoffenbeck, Deputy Clerk of the Board

By Operator:

LAKE CABIN, LLC

Date: 2/14/2018

Mark Luppenlatz, Authorized Agent
Account: R006661

Location

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Mining District

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Images
- [Google Map (May not be accurate)]
- [Photo]
- [Sketch]
- [GIS]

Focusing On: 2361 COUNTY ROAD 31 Ouray 81427
Organization Record Confirmation

Review and select "Confirm" if this entity is the correct business organization.

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<td>Lake Cabin, LLC</td>
</tr>
<tr>
<td>Principal Street Address:</td>
<td>710 Main, Ouray, CO, Colorado, 81427, United States</td>
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<td>Principal Mailing Address:</td>
<td>PO Box 1214, Ouray, CO, Colorado, 81427, United States</td>
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<td>Registered Agent:</td>
<td>Andrea Iuppenlatz</td>
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<td>Registered Agent Street Address:</td>
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Confirm
SPECIAL USE PERMIT APPLICATION

Parcel #: 477714100002  Job Site Address: 2361 CR 31

City: Ouray  Zip Code: 81427

Legal Description of Property: Qtr. Sections: Section: Zone: 

Town:  Range:  Subdivision Name: (see Section 3 of the Land Use code)

Filing:  Lot Name/Number:  Directions to job site from nearest County Road: 
550 South to CR 31, East 200 yards to entrance

*Parcel number is available from the Ouray County Assessor’s Office - (970) 325-4371 or online at www.ouraycountyassessor.org

Owner(s) Name: Lake Cabin, LLC

Mailing Address: PO Box 1214  City/ST/Zip: Ouray, CO 81427

Phone:  Email Address:

Authorized Agent’s Name: Mark & Andrea Tupperlutz

Mailing Address: PO Box 755  City/ST/Zip: Ouray, CO 81427

Phone:  Email Address:

Brief Description of Request (see requirements on reverse of this form):

Temporary use by Special Use Permit - For use of the Lodge Grounds and Parking lot for Weddings.

I certify that I am the landowner or an agent authorized by the landowner and am hereby making application for approval of the above request. I further understand that if there are extenuating circumstances concerning this application, there may be additional fees required to process my application, and that the County will advise me of additional fees and receive my approval before proceeding with my application. I hereby certify that I have read this application completely and that all information provided is correct to the best of my knowledge. All laws, regulations, and ordinances governing the scope of the project contemplated by this application will be complied with, whether or not specifically described within this application. I understand that providing false or misleading information may result in any permit(s) being issued revoked. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating the scope of the project contemplated by this application.

I understand that this application may be open for public inspection as required by the Colorado Open Records Law (C.R.S. 24-72-202, et seq.) and that my personal information contained on this application may be available to the public for review.

If you are listing a business entity (LLC, Inc, Corp., etc.) as the property owner, you must check this box to confirm that this entity has granted you approval to apply for this permit.

Date: 2/10/2022

Form Rev. 8/2020
Red Mountain Alpine Lodge- Temporary Special Use application

E. (1). Detailed Written Narrative

Red Mountain Alpine Lodge currently has a Special Use Permit to operate as a commercial B&B and has a Tavern (liquor) License from the state and County.

We are requesting a temporary special use permit to allow us to operate as a wedding venue for small weddings of 50 guests or less on the grounds of the existing Red Mountain Alpine Lodge (“RMAL”). The proposed use will require no additional improvements other than an occasional party tent type structure that would be erected for a particular event and then taken down after the event. If utilized, a tent can be erected in the “meadow” shown on the attached map. This area is at the back of the property, can’t be seen from Highway 550 or CR 31 and is an ideal location for ceremonies and receptions with spectacular views of the mountains. The existing yoga platform in the same meadow (on non-permanent foundations) may also be used. Portable trailer mounted bathrooms will be brought in for guest use during events and removed after each event.

If approved, we would offer the location for weddings during the months of May through October. Our operating plan will be for the wedding party to stay at the Lodge overnight and day guests will be shuttled to and from the ceremony and reception from town by commercial transport. This will be a requirement as we do not have sufficient parking for all guests and for the safety of guests (not driving Highway 550 before or after a reception).

(2) The proposed use will not create undue danger in surrounding areas, will not cause water pollution and will not create unreasonable amounts of offensive noise, vibration, smoke, dust, odors, heat, glare or other objectionable influences beyond the boundaries of the property on which such use is located.

Our proposed use will not cause any water pollution or unreasonable amounts of noise, smoke dust, etc. There is not another structure with ½ mile of our location. All trash and catering items will be removed for cleaning in the caterer’s kitchen off premises. All parking areas are graveled, and the walking paths are covered in wood chips so no dust or soil damage will occur.
(3) The proposed use has legal access; potable water, sewage disposal and all other utilities necessary to serve the proposed use.

Our site has legal access from CR 31. The use of commercial shuttlebuses will minimize any traffic impact. CR 31 is heavily travelled by jeeps. ATVs and motorcycles in the summer. We have our own water well, septic and solar electric system. Our septic was not designed for 50 guests so we will require the use of trailer mounted portable bathrooms for wedding guests.

(4) The proposed use will comply, if applicable, with the provisions of the Visual Impact Regulations found in Section 9 of this Code.

The area proposed for wedding events can’t be seen from Highway 550 or CR31.

(5) The proposed use will not unreasonably impact wildlife or significant wildlife habitat.

The proposed area is already part of a commercial lodge and is very small. Most of the area wildlife spends the summer months in the higher alpine areas.

(6) The proposed use will not alter, restrict, inhibit or interfere with historic irrigation practices, headgates, ditches and ditch rights-of-way.

The proposed use will not interfere with any of the above items.

(7) The proposed use is not located within any area subject to identified geohazards, including, but not limited to rockfall areas, avalanches, landslide, potentially unstable slopes, slopes greater than 30 percent, alluvial fans, colluvial slopes, talus slopes, shale, faults, expansive soils or ground subsidence.

The proposed use is not within any of the defined areas above. This was previously determined during the Special Use approval process.

(8) The proposed use/property has no known chemical or other contamination. If the property is contaminated, a mitigation plan must be presented that would satisfactorily resolve the contamination.

The property has no known contamination. This was previously determined during the Special Use approval process.
(9) The proposed use is compatible with the community character and surrounding land uses within the area for which the request is being proposed.

The proposed use is temporary in nature. Small mountainside outdoor wedding events lasting a few hours at an established commercial facility are a good fit with the other recreational uses in the area. It is certainly much lower impact than the dozens of Jeeps, ATVs and motorcycles on adjacent CR 31.

(10) Statements addressing any potential material adverse effect on the surrounding area.

The proposed use will have no material adverse effect on the area. The location of events is isolated, and they will each only last a few hours.

(11) Statements addressing any possible impacts on existing infrastructure beyond what would be created by a use by right.

The only impact of the use is a few additional vehicle trips on the day of the event. CR 31 is already heavily travelled by jeep, ATV and motorcycle traffic and any potential impact will be de minimus.

(12) N/A

(13) N/A

(14) Weed mitigation and/or revegetation plan shall be required if applicable.

No soil will be disturbed by the proposed use.
Aerial Map of Existing Conditions
Existing Yoga Platform
Existing Yoga Platform
The Ouray County Planning Commission
The Ouray County Board of Commissioners

I am in complete support of allowing the Red Mountain Lodge to offer small weddings at their location. I have visitors stop by my office all the time asking about a venue such as Red Mountain Alpine Lodge for their wedding. The proposed location is well hidden yet still offers beautiful views of the San Juan Mountains for a perfect Alpine setting, which is what people are wanting when they imagine a wedding in our area.

The lodge has been a wonderful addition to Ouray winter recreation visitors. Allowing small weddings will be another low impact activity that brings visitors to the area and will benefit the local economy.

I know the operators of the lodge personally and have no doubt that they will operate in a high quality, low impact manner. In 3+ years of operation they have 4.9 Star rating on Google Reviews (86 reviews) and a 5-star rating on Trip Advisor with 30 reviews and are a credit to the community.

Weddings are low impact when done at a location designed for them. The fact that no wedding venues exist in Ouray County (outside of The City of Ouray and The Town of Ridgway) means that our visitor based summer economy is missing out on this opportunity.

I urge you to support this application and approve the proposed use.

Sincerely,

Sharon Wild

Sharon Wild
Owner/Broker Associate
(970)318-6406 - Cell
(970)325-6651 - Office
Wild West Realty, LLC
801 Main Street
Ouray, CO 81427
www.wildwestrealtyllc.com
Hello Mr. Castrodale,

Please accept this letter in regards to the special use permit that is being requested by Mark and Andrea Luppenlatz for Red Mountain Lodge.

Please let me know if you have any questions.

Best,

Krysta Cossitt
Owner / Event Planner

970.233.2202   406.546.9345
A PO Box 1481, Ouray, CO 81427  M-F / 9-3
To:

The Ouray County Planning Commission
The Ouray County Board of Commissioners

RE: Red Mountain Alpine Lodge - Application for Temporary use permit for small weddings

I am very supportive of allowing the Red Mountain Lodge to offer small weddings at their location. The lodge has been a wonderful addition to Ouray winter recreation visitors. Allowing small weddings will be another low impact activity that brings visitors to the area and will benefit the local economy.

The proposed location is well hidden and yet still offers beautiful views of the San Juan Mountains for a perfect Alpine setting.

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I urge you to support this application and approve the proposed use.

Sincerely,

K John Wood
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