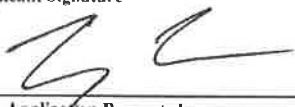


Application for Improvement Permit

		APPROVAL CHECKLIST		Initial	Date
Applicant	Name	Cary Clark 817-313-			
	Address	PO Box 2386 4491			
		Abilene, TX 79604	Phone		
Owner	Name	Sandra Ippolite			
	Address				
			Phone		
Contractor	Name	Jim Weller Construction			
	Address				
		970-387-5334	Phone		
Legal Description of Property:		Road System Relationship			
# TBD County Road 2 Silverton, CO 81433 Cole Ranch Subdivision - Lot 6 15.92 acres - part of the John H French Placer Township N, Range W, Section		Zoning Compatibility			
		State Mining Permit			
		Owner Notification			
		Avalanche Hazard			
		Geologic Hazard			
		Floodplain Hazard			
		Wildfire Hazard			
		Mineral Resource Impact			
		Wildlife Impact			
		Historic Site Impact			
Watershed Gearance					
Residence & Detached Garage - intend to build in 2024 near the river on the west side of the property		County Building Inspector			
		Building Permit			
		State Electrical Inspector			
Land Use Zone: Residential		Electrical Permit			
Applicant Signature 		San Juan Basin Health Unit			
		Sewage Disposal: Test			
		Design			
Date Application Requested		6/8/22	Central Sewage Collection		
Date Submitted for Permit			State Division of Water Resources		
Date Permit Issued			Adequate Water Source		
Date Permit Denied			Well Permit		
Reason for Denial		Central Water Distribution			
		U.S. Forest Service/BLM			
		Access Approval			
		State Division of Highways			
Receipt	FEE PAYMENT	Amount	Date	Driveway Permit	
	Application				
	Building Permit				
	Subdivision/PUD			Subdivision Variance	
	Hearing Notice			Subdivision Approval	
				PUD Approval	

Willie Tookey,

By this signed letter, I am giving permission for Cary and Tammy Clark, his wife, to submit the tests that were required by Lisa Adair for approval to build on site of Lot 6, Cole Ranch in the Town of Silverton.

Sincerely,

Authentisign
Sandra Ippolite

06/14/22

Sandra Ippolite
Developer

**OFFICE OF THE STATE ENGINEER
COLORADO DIVISION OF WATER RESOURCES**

818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203
(303) 866-3581

1284

WELL PERMIT NUMBER 232483
DIV. 7 WD 30 DES. BASIN MD

APPLICANT

Lot: Block: Filing: Subdiv: JOHN H FRENCH PLACER #45

MERLIN SCHAEFER
3221 SUNSET KEY
PUNTA GORDA, FL 33955-

(941) 639-8244

APPROVED WELL LOCATION

SAN JUAN COUNTY
SE 1/4 SW 1/4 Section 30
Township 42 N Range 6 W New Mex P.M.

DISTANCES FROM SECTION LINES

396 Ft. from South Section Line
2483 Ft. from West Section Line

UTM COORDINATES

Northing: Easting:

PERMIT TO CONSTRUCT A WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-92-602(3)(b)(I).
 -) The use of ground water from this well is limited to fire protection, ordinary household purposes inside not more than two (2) single family dwelling(s), the irrigation of not more than one (1) acre of home gardens and lawns, and the watering of domestic animals. This well is to be located on the John H French Placer #45, San Juan County.
- 5) The maximum pumping rate of this well shall not exceed 15 GPM.
- 6) The average annual amount of ground water to be appropriated shall not exceed 1 acre-foot.
- 7) This well shall be constructed not more than 200 feet from the location specified on this permit.

NOTE: Distances from section lines and Section were calculated from the UTM coordinates supplied by the applicant.

****Well permit reinstated in accordance with Revised Guideline 2003-2.**

****Construction details for this existing well have not been provided to this office; therefore it is not known if the construction of this well is in compliance with the Water Well Construction Rules, 2 CCR 402-2. The reinstatement of this well does not relieve the well owner from responsibility or liability in the event contamination of the groundwater source results from the construction or use of this well, nor does the State Engineer assume any responsibility or liability should contamination occur. jst 4/16/08.**

APPROVED
DAN

Hal D. Simpson
State Engineer

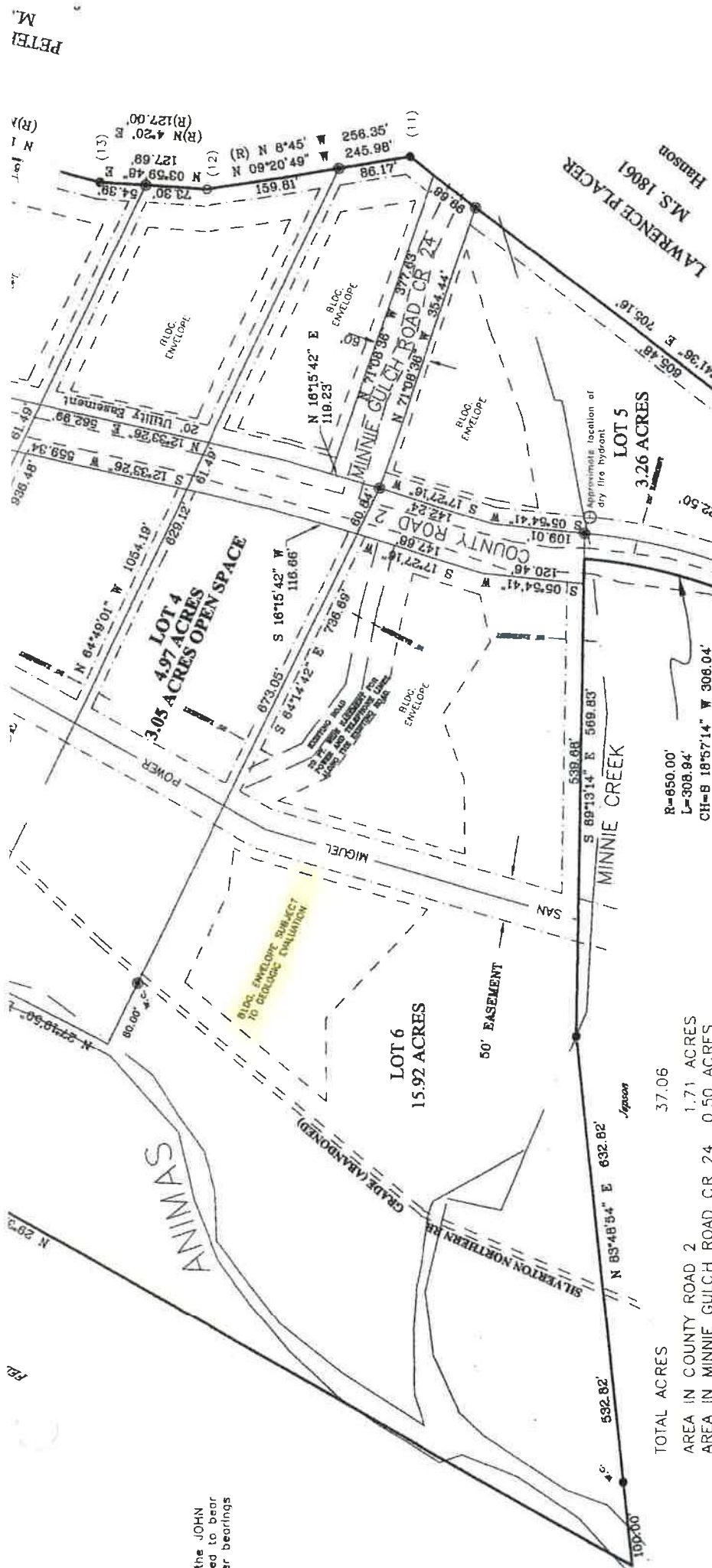
Brian T. White
By

Receipt No. 9700425

DATE ISSUED **MAY 15 2001**

EXPIRATION DATE **MAY 15 2003**

the JOHN
need to bear
her bearings



TOTAL ACRES 37.06
 AREA IN COUNTY ROAD 2 1.71 ACRES
 AREA IN MINNIE GULCH ROAD CR 24 0.50 ACRES
 PERCENT OF AREA IN LOTS 65%
 PERCENT OF AREA IN OPEN SPACE 29%
 PERCENT OF AREA IN ROADS 6%

Title commitment is through ATTORNEYS' TITLE GUARANTY FUND, INC.
 REC 10-99.059 dated 10-26-99.

Zoning: Subdivision is located in the MOUNTAIN ZONE.

NOTE:
 There will be no sale of a portion of any Lot, or further subdivision of any Lot. There will be no structures other than small storage sheds on that portion of Lots 1, 2, 3 and 4 lying west of County Road 2, without the express permission of the Board of County Commissioners.

To protect the historical value of the (abandoned) SILVERTON NORTHERN RR GRADE as shown hereon, there will be no excavation or alteration of said grade and no structures will be built within 25 ft. of the centerline of said grade.
 A wetlands investigation shall be conducted on each of Lots 1, 2, 3, 4, 5 and 6 under U.S. Army Corp. of Engineers (USACE) rules, prior to applying for an improvement or Use Permit from San Juan County. A report of this investigation shall be included in the submittal required for obtaining such permit.

Flood proofing, in the form of berms, shall be required on each of Lots 5 and 6 upgradient of any structures. Construction of berms or altering of the banks of Minnie Creek shall be in compliance with U.S. Army Corp. of Engineers (USACE) rules and in compliance with the Clean Water Act (CWA).
 A geo-technical report, along with a grading and drainage plan, will be required prior to applying for an improvement or Use Permit from San Juan County.

The setback of 50 feet from the base of the slope near the East boundary of Lots 1-3 is a minimum setback. Property owners are encouraged to utilize building footprints further from the base of the slope.

ADDITIONAL SEWER NOTES:
 All individual sewer disposal systems shall be certified by a licensed Colorado Engineer and constructed so not to adversely affect or any other properties.

CERTIFICATE OF SURVEY

I, Ernest E. Schoof, a Registered Professional Engineer, hereby certify that this plat accords with the original survey under my direct supervision on which the same were made, and that hereon actually exist, and their locations are as shown on this plat.

NOTICE
 ACCORDING
 BASED UP
 YOU FIRST
 UASCO UP
 TEN YEAR

Water: Domestic water for each Lot will be the responsibility of the Lot owner.
 Sewer: No portion of any sewer system will encroach in or across County Road 2. There will be no structures located within the existing 14 KV power line easement being 25 ft. on either side of the existing centerline. All utility easements will be accessible at all times.

All new utilities must be placed underground on all parcels.

Deed restrictions are recorded in the San Juan County Records as Reception # [blank] in Book [blank] at Page [blank].

Covenants or other documents are recorded in the San Juan County Records as Reception # [blank] in Book [blank] at Page [blank].

Application for Improvement Permit

Sketch Plan Submittal

Current Owner: Sandro Ippolite

Prospective Buyer: Cary Clark

Proposed Clark Residence & Detached Garage

#TBD County Road 2 Silverton, CO 81433

Cole Ranch Subdivision – Lot 6

Part of the John H French Placer

Recorded Reception 41#141293



Applicant:

Cary Clark – Prospective Buyer

PO Box 2336

Abilene, TX 79604

(817) 313-4491

Prepared By:

Aundie Dickinson

8406 Interstate 20 West

Clyde, TX 79510

Contractor:

Jim Weller Construction (970) 387-5334

June 7, 2022

San Juan County
Attn: Administrative Building Department
1360 Greene St
Silverton, Colorado 81433

Subject: Application for Improvement Permit – Sketch Plan Review Seeking Approval for a Building Envelope

Current Property Owner – Sandra Ippolite

Prospective Buyer – Cary Clark

This submittal has been prepared to describe the proposed improvements on Lot 6 of the Cole Ranch Subdivision. Cole Ranch is an approved Subdivision which was established for residential use in 2001.

The attached documents have been prepared for a San Juan County Application for Improvement Permit as a "Sketch Plan Review". The Applicant requests review of this project by the Planning Commission in order to consider approval of the proposed building envelope.

The Prospective Buyer intends to begin building in 2024. The proposed improvements consist of a single-family residence and detached garage with associated access and utility improvements. The property is on the West side of County Road 2, and the Applicant is requesting approval of a building envelope near the river on the West side of the property, which will adhere to all San Juan County setback requirements. The property is located within San Juan County's Future Land Use Plan "Economic Corridor", which is designated to be suitable for residential development because of its moderately sloping terrain and year-round access.

Sincerely,



Aundie Dickinson
Clyde, TX
(325) 672-0555

Table of Contents

1. Project Narrative
2. San Juan County Application for Improvement Permit
3. Lisa Adair's Checklist and Notes from previous review
4. ~~Contract~~
5. Vicinity Map
6. Survey Plats
 - a) 2001 Survey (completed by Schaff)
 - b) 2021 Survey (completed by SGM)
7. Hazards Map
8. Debris Fan (completed by Trautner Geotech)
9. Geohazard Report (completed by Trautner Geotech)
10. Floodplain Evaluation Reports
 - a) Dirk Hatter letter from 2001 Survey Study of Topography
 - b) FEMA Floodplain
 - c) Mountain Civil Hydrologic & Hydraulic Calculation

***Dirk Hatter, FEMA, Mountain Civil and SGM all addressed and evaluated the floodplain, and all 4 entities determined that the proposed building envelope is not affected by the floodplain.*
11. Septic Report (completed by Chad Engelhardt)
12. Wetlands Report (completed by Ecosphere)
13. CC&R's (deed restrictions)
 - a) 2001
 - b) 2021
14. List of Adjacent Landowners

Notes:

Items 6 and 7 on Lisa Adair's checklist will be submitted with the permits closer to the build time.

Project Narrative

APPLICANT NAME:

Cary Clark
PO Box 2336
Abilene, TX 79604

PROJECT LOCATION:

#TBD County Road 2
Cole Ranch Subdivision – Lot 6
Silverton, CO 81433

LEGAL DESCRIPTION:

15.92 acres located in part of the John H. French Placer Recorded Reception 41#141293, San Juan County, CO.

PROPOSED DEVELOPMENT:

One single-family residence and detached garage with associated access and utility improvements in the approved Subdivision, which was established for residential use in 2001.

The property is on the west side of County Road 2, and the Applicant is requesting approval of a building envelope near the river on the west side of the property, which will adhere to all San Juan County setback requirements. **Building the proposed residence in this proposed envelope will have minimal visual impact and disturbance to the natural landscape and vegetation.**

ZONING:

Mountain Zoning District

ACREAGE:

15.92 acres

WATER SERVICE:

The Applicant plans to use the existing well on site.

SEWER SERVICE:

See the report submitted by Chad Engelhardt.

POWER:

The Applicant plans to tie into the existing overhead electric line.

PHONE:

The Applicant plans to tie into the nearby existing phone line.

ACCESS:

County Road 2 provides access to the project site. One driveway is currently proposed downhill/uphill to the residence and garage. The driveway will include a culvert, as well as any additional requirements of the County Road and Bridge Department Supervisor.

HEATING:

The Applicant plans to use a wood stove as the primary source of heat for the residence and electric as supplemental heat when necessary. As a seasonal residence to be used primarily in the summer months, the heat demand should not be substantial. The Applicant also intends to use electric appliances, so propane will not be necessary.

EXTERIOR LIGHTING:

The Applicant will use minimal exterior lighting for safety and screened lighting under the deck. Exterior lighting will be in conformance with San Juan County requirements.

SOLID WASTE MANAGEMENT:

The Applicant will be responsible for bi-monthly trash disposal provided by Bruin Waste Management. On-site trash will be contained within the provided dumpster at all times until removal to the transfer station.

LANDSCAPING:

Landscaping is to consist of raking and removal of combustible ground near the residence and garage as recommended by the Colorado State Forest Service Firewise Practices, to develop adequate defensible space. Revegetation and screening will be provided by the Applicant in accordance with the requirements of San Juan County.

SURVEYING:

A Survey plat for the Cole Ranch Subdivision was prepared by Tim Barnett with SGM, Inc. A copy of this survey plat is included with this application submittal for your review.

SUBSURFACE CONDITIONS:

Subsurface conditions determined and provided in a Geotechnical Report provided by Ecosphere Environmental Services.

BUILDING ENVELOPE AND SITING:

The lot contains a moderately sloped grassy meadow with pine and aspens along the edges of the property. **The proposed building envelope for the residence best utilizes the natural topography and the most densely vegetated area to screen the structure, while minimizing the impact on scenic views.**

COUNTY AVALANCHE MAP:

The Sketch Plan for this project has been overlaid onto the County Avalanche Map which is included with this application submittal for your review.

COUNTY GEOHAZARDS MAP:

The Sketch Plan for this project has been overlaid onto the County Geohazards Map which is included with this application submittal for your review. Further information of the soils at each structure location will be provided in the detailed Geotechnical Report

LOT 6 COLE RANCH

LMA 2/16/22

1. THERE IS "DF" DEBRIS FAN/FLOW ON THE SITE.

DEMONSTRATE THE HAZARD CAN BE MITIGATED, AT THE RIVERSIDE BLDG. ENV.

TRAUTNER ✓

2. THERE IS "PF" PHYSIOGRAPHIC FLOODPLAIN ON THE SITE.

DEMONSTRATE THE HAZARD CAN BE MITIGATED, AT THE RIVERSIDE BLDG. ENV.

MOUNTAIN CIVIL ✓

3. A "GEO-TECHNICAL REPORT" IS REQUIRED "PRIOR TO APPLYING" FOR A COUNTY PERMIT.

TRAUTNER ✓

4. DEMONSTRATE THAT A SEPTIC SYSTEM CAN BE BUILT ON THE SITE TO SERVE A PROPOSED RESIDENCE AT THE RIVERSIDE BLDG ENV.

ENGELHARDT ENVIRONMENTAL ✓

5. "FLOOD PROOFING IN THE FORM OF BERMS" IS REQUIRED ON LOT 6. SHOW A CONCEPTUAL DESIGN OF THOSE IN RELATION TO PROPOSED STRUCTURE(S), WATERWAYS, FLOOD PLAIN, SEPTIC SYSTEM, WETLANDS, AND PROPOSED GRADING, ON A CONCEPTUAL SITE PLAN.

ECOSPHERE, FEMA FLOOD PLAN MAP, ✓

MOUNTAIN CIVIL, and DIRK

SMB SURVEYOR

HATTER ✓

* PROPOSED STRUCTURE AT LATER DATE

LOT 6 COLE RANCH LMA 2/16/22

6. A "GRADING AND DRAINAGE PLAN" IS REQUIRED PRIOR TO APPLYING FOR COUNTY PERMIT.

7. THE DEED RESTRICTIONS REQUIRE AN "EROSION CONTROL PLAN"

The consultant's advised the lines 6. & 7. Grading plan, drainage and erosion control would be better address upon the time of breaking ground to build.

* Clark is not intending to build until.

2023-24

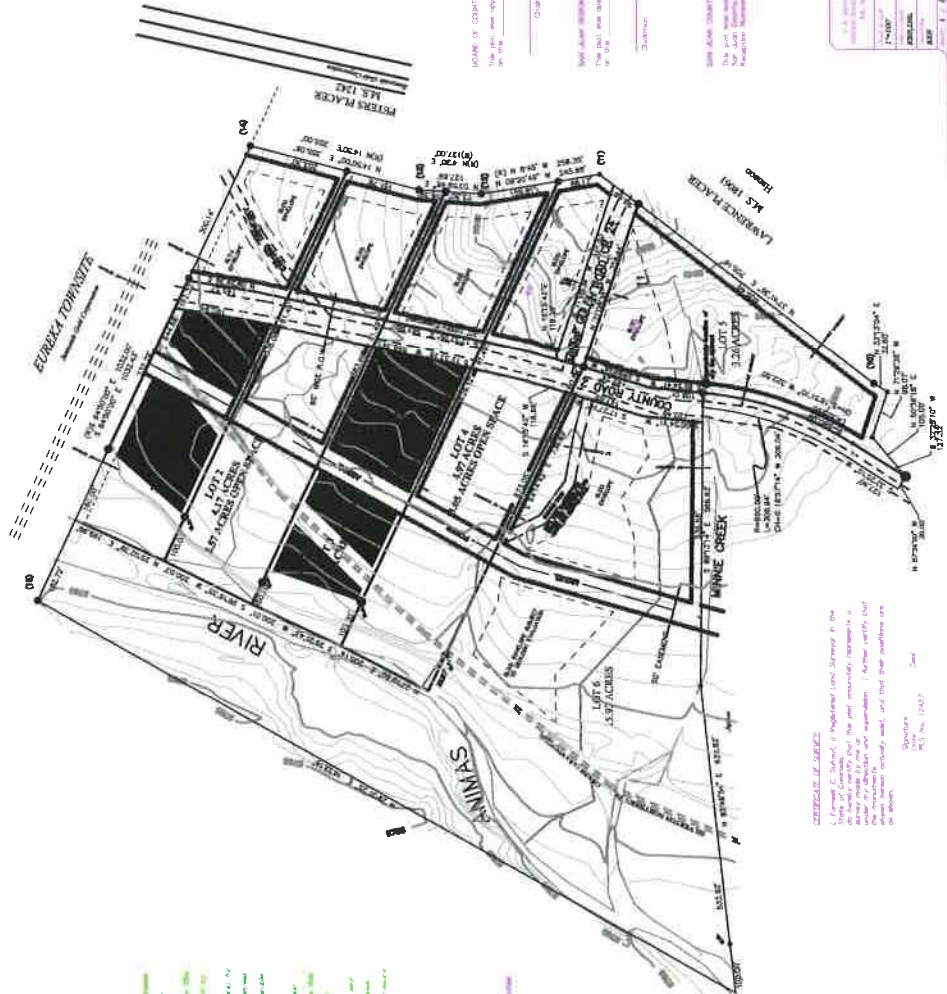


VICINITY MAP

2001 Survey

REVISED PLAT OF THE
BUILDING ENVELOPE LOTS 1 & 3, COLE RANCH SUBDIVISION

Located in part of the John H. French Placer
Mineral Survey No. 45, Mining District No. 7
Section 30, T. 42 N., R. 6 W. San Juan County, Colorado



GENERAL NOTES:

1. The building envelope shown on this plat is for the purpose of building a structure on the lots shown.
2. The building envelope shown on this plat is for the purpose of building a structure on the lots shown.
3. The building envelope shown on this plat is for the purpose of building a structure on the lots shown.
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9. The building envelope shown on this plat is for the purpose of building a structure on the lots shown.
10. The building envelope shown on this plat is for the purpose of building a structure on the lots shown.

LEGEND:

- Survey Line
- Building Envelope
- Boundary Line
- Easement
- Right of Way
- Other



PREPARED BY:
M. J. French
Surveyor
San Juan County, Colorado

WITNESSES:
The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by _____ of _____, Colorado.
My Commission Expires: _____ (SOCAL)

WITNESSES:
The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by _____ of _____, Colorado.
My Commission Expires: _____ (SOCAL)

WITNESSES:
The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by _____ of _____, Colorado.
My Commission Expires: _____ (SOCAL)

WITNESSES:
The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by _____ of _____, Colorado.
My Commission Expires: _____ (SOCAL)

APPROVED:
M. J. French
Surveyor
San Juan County, Colorado

APPROVED:
M. J. French
Surveyor
San Juan County, Colorado

APPROVED:
M. J. French
Surveyor
San Juan County, Colorado

APPROVED:
M. J. French
Surveyor
San Juan County, Colorado

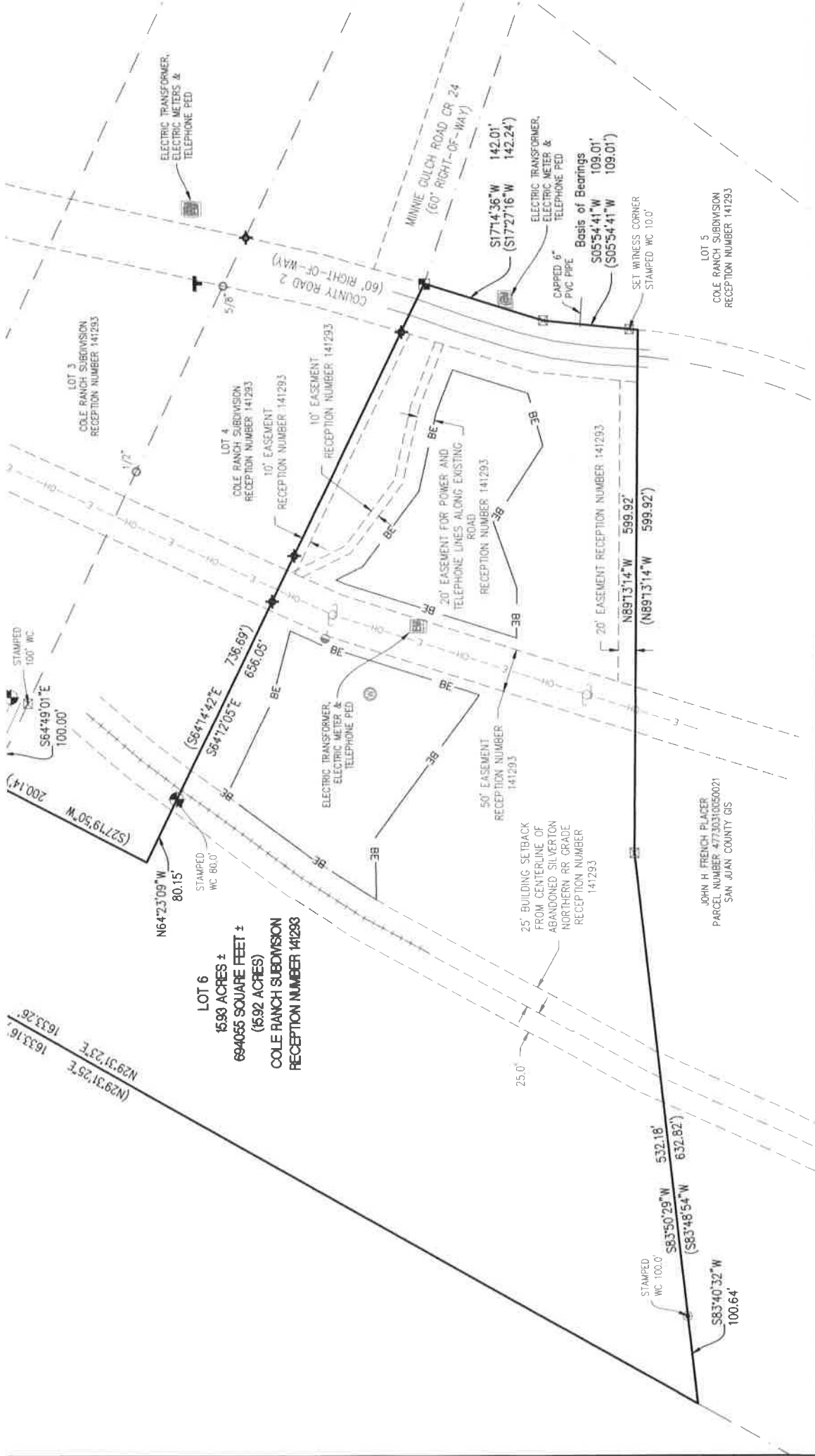
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M. J. French
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Surveyor
San Juan County, Colorado

APPROVED:
M. J. French
Surveyor
San Juan County, Colorado

APPROVED:
M. J. French
Surveyor
San Juan County, Colorado



(N29°31'25"E 1633.16'
 1633.28'
 (N29°31'25"E 1633.16'

LOT 6
 15.98 ACRES ±
 694055 SQUARE FEET ±
 (15.92 ACRES)
 COLE RANCH SUBDIVISION
 RECEPTION NUMBER 141293

STAMPED
 100' WC
 S64°49'01"E
 100.00'

N64°23'09"W
 80.15'
 STAMPED
 WC 80.0

(S64°14'42"E 738.69')
 S64°12'05"E
 656.05'

LOT 3
 COLE RANCH SUBDIVISION
 RECEPTION NUMBER 141293

LOT 4
 COLE RANCH SUBDIVISION
 RECEPTION NUMBER 141293

LOT 5
 COLE RANCH SUBDIVISION
 RECEPTION NUMBER 141293

STAMPED
 100' WC
 S64°49'01"E
 100.00'

(S27°19'50"W 200.14')

STAMPED
 100' WC
 S64°49'01"E
 100.00'

(S27°19'50"W 200.14')

STAMPED
 100' WC
 S64°49'01"E
 100.00'

(S27°19'50"W 200.14')

STAMPED
 100' WC
 S64°49'01"E
 100.00'

(S27°19'50"W 200.14')

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 100.00'

(S27°19'50"W 200.14')

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 100' WC
 S64°49'01"E
 100.00'

(S27°19'50"W 200.14')

STAMPED
 100' WC
 S64°49'01"E
 100.00'

(S27°19'50"W 200.14')

STAMPED
 100' WC
 S64°49'01"E
 100.00'

(S27°19'50"W 200.14')

STAMPED
 100' WC
 S64°49'01"E
 100.00'

(S27°19'50"W 200.14')

25' BUILDING SETBACK
 FROM CENTERLINE OF
 ABANDONED SILVERTON
 NORTHERN RR GRADE
 RECEPTION NUMBER
 141293

50' EASEMENT
 RECEPTION NUMBER
 141293

20' EASEMENT FOR POWER AND
 TELEPHONE LINES ALONG EXISTING
 ROAD
 RECEPTION NUMBER 141293

20' EASEMENT RECEPTION NUMBER 141293

20' EASEMENT RECEPTION NUMBER 141293

20' EASEMENT RECEPTION NUMBER 141293

20' EASEMENT RECEPTION NUMBER 141293

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20' EASEMENT RECEPTION NUMBER 141293

20' EASEMENT RECEPTION NUMBER 141293

JOHN H. FRENCH PLACER
 PARCEL NUMBER 473031050021
 SAN JUAN COUNTY GIS

STAMPED
 WC 100.0'
 S83°50'29"W 532.18'
 (S83°48'54"W 632.82')

S83°40'32"W
 100.64'

N89°13'14"W 599.92'
 (N89°13'14"W 599.92')

SET WITNESS CORNER
 STAMPED WC 10.0'

S17°14'36"W 142.01'
 (S17°27'16"W 142.24')

ELECTRIC TRANSFORMER,
 ELECTRIC METER &
 TELEPHONE PED
 CAPPED 6"
 PVC PIPE

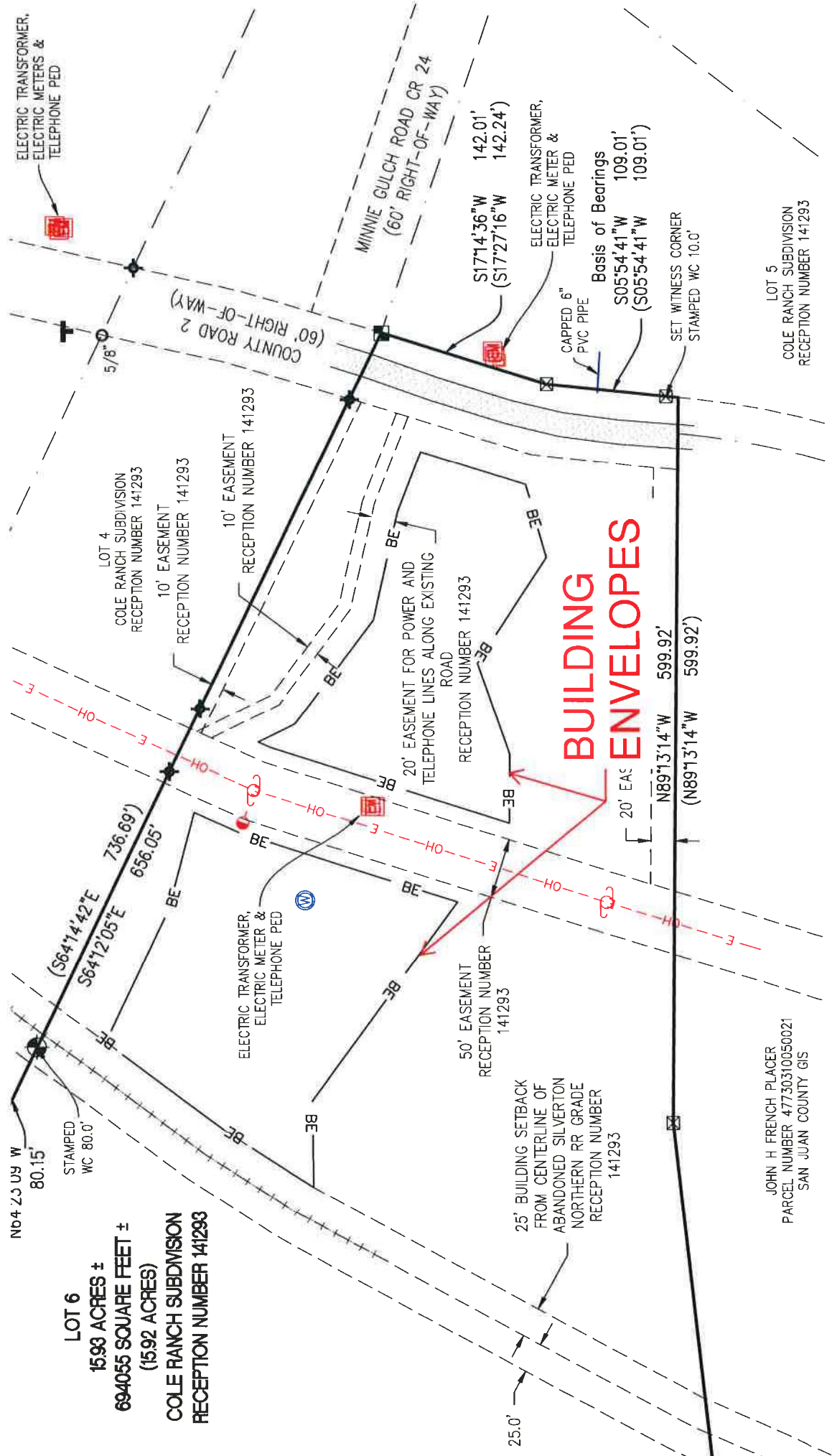
Basis of Bearings
 S05°54'41"W 109.01'
 (S05°54'41"W 109.01')

ELECTRIC TRANSFORMER,
 ELECTRIC METER &
 TELEPHONE PED

MINNIE CULCH ROAD CR 24
 (60' RIGHT-OF-WAY)

COUNTY ROAD 2
 (60' RIGHT-OF-WAY)

ELECTRIC TRANSFORMER,
 ELECTRIC METERS &
 TELEPHONE PED



JOHN H FRENCH PLACER
 PARCEL NUMBER 47730310050021
 SAN JUAN COUNTY GIS

Topography and Floodplain Exhibit
Lot 6, Cole Ranch Subdivision
Located in Part of the John H. French Placer
Mineral Survey No. 45, Mining District No. 7,
Section 30, Township 42 North, Range 6 West,
of the N.M.P.M.
Eureka Mining District
San Juan County, Colorado



SGM
555 RiverCourt Lane, Suite B-822
Durango, CO 81301
970.385.2340
www.sgm-inc.com

Graphic Scale
1" = 400'
1" = 800'
1" = 1200'

Lot 6, Cole Ranch Subdivision
Silverton, CO

NO.	DATE	DESCRIPTION

Topography and Floodplain Exhibit
1

- NOTES**
- Units of linear measurements are displayed in US Survey Feet
 - Floodplain information based on FEMA map number 081102150C, issued primarily 1/16/72
 - Current data from USGS 1:50,000 scale survey performed in 2012-2020

LEGEND

---	Section Boundary
---	Lot Boundary
---	1/4 Section Boundary
---	20' Buffer
---	30' Buffer
---	40' Buffer
---	50' Buffer
---	60' Buffer
---	75' Buffer
---	100' Buffer
---	150' Buffer
---	200' Buffer
---	300' Buffer
---	400' Buffer
---	500' Buffer
---	600' Buffer
---	750' Buffer
---	1000' Buffer

--- Flooded Area (FEMA 081102150C)

--- Flood Hazard Zone (FEMA 081102150C)

--- Flood Hazard Zone (FEMA 081102150C)

--- Flood Hazard Zone (FEMA 081102150C)

--- Flood Hazard Zone (FEMA 081102150C)

--- Flood Hazard Zone (FEMA 081102150C)

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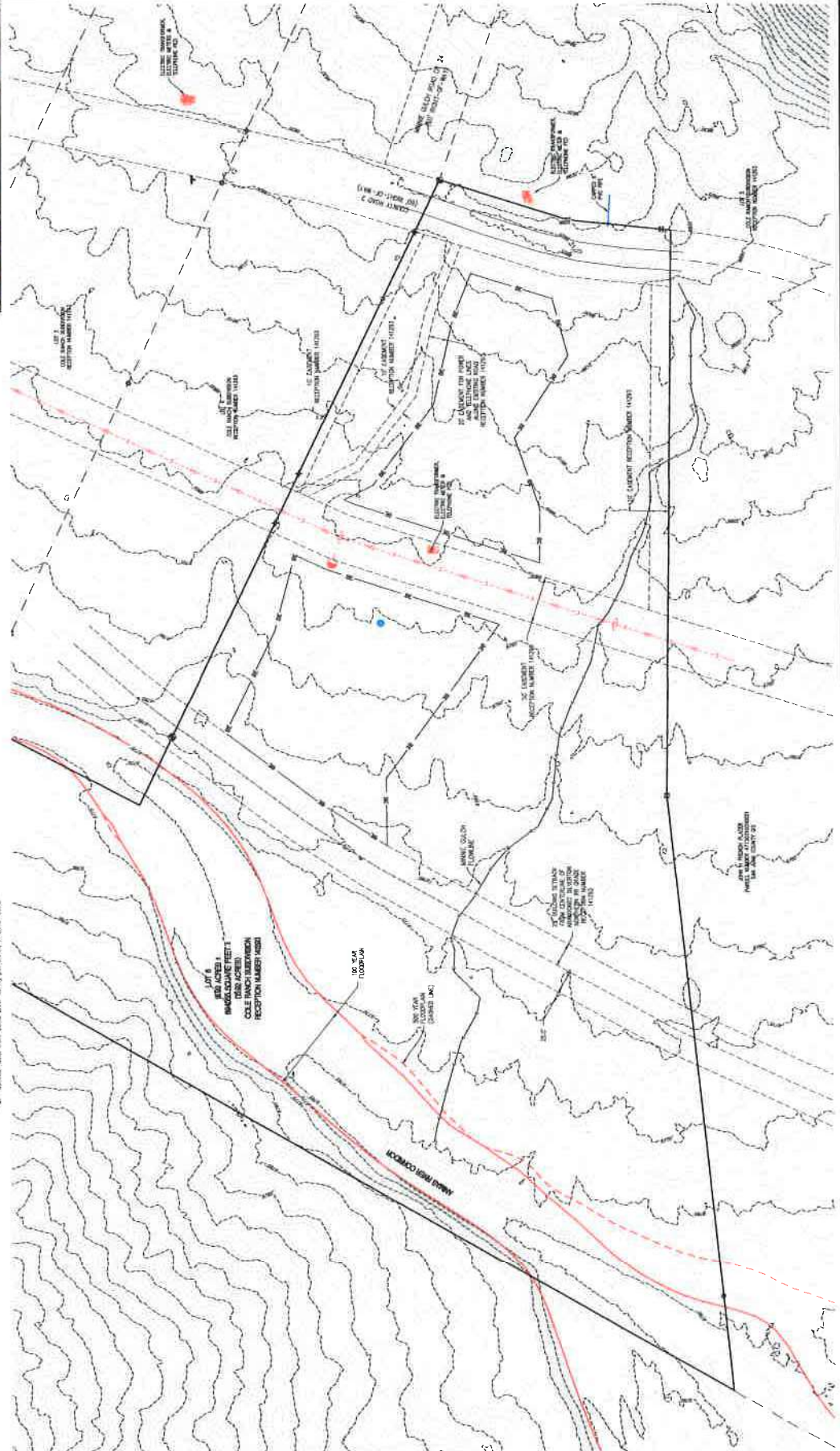
--- Flood Hazard Zone (FEMA 081102150C)

--- Flood Hazard Zone (FEMA 081102150C)

--- Flood Hazard Zone (FEMA 081102150C)



















--- Flood Hazard Zone (FEMA 081102150C)

--- Flood Hazard Zone (FEMA 081102150C)



- LEGEND -

N00°00'00"E 100.00' - Measured Bearings and Distances
 (N00°00'00"E 100.00') - Record Bearings and Distances from Reception Number 141293.
 (12.34 ACRES) - Record Acreage from Reception Number 141293.

-  - Found 3/4" Rebar with 2-1/2" Aluminum Cap Stamped LS12457 2000
 -  - Found 3/4" Rebar with 2-1/2" Aluminum Cap (illegible)
 -  - Found Rebar with 2" Aluminum Cap Stamped LS12930
 -  - Found Rebar with 3" Aluminum Cap Stamped BLM AP13 T42N R6W
 -  - Set 18" Long x 5/8" Rebar and 2" Aluminum Cap Stamped PLS 38404
 -  - Found Rebar as described
 -  - Found Forming Pin
 - WC - Witness Corner
 -  - Utility Pole
 -  - Guy Pole
 -  - Electric Transformer
 -  - Electric Meter
 -  - Telephone Ped
 -  - 6" Capped Well
 -  - 'T' Post
-
-  - Overhead Electric Line
 -  - Building Envelope (Scaled from Plat)
 -  - Abandoned Railroad
 -  - Gravel

PROPERTY DESCRIPTION:

Lot 6, Cole Ranch Subdivision, according to the plat thereof filed for record August 8, 2001 at Reception No. 141293, County of San Juan, State of Colorado

NOTES:

1. Basis of Bearings: Bearings shown hereon are based on the Cole Ranch Subdivision Plat filed for record August 8, 2001, with a record bearing of S05°54'41"W, along an East line of Lot 6, between a set 18" Long x 5/8" Rebar and 2" Aluminum Cap Stamped PLS 38404, and a set 18" Long x 5/8" Rebar and 2" Aluminum Cap Stamped PLS 38404 WC 10.0", both corners being monumented as shown hereon.
2. This map has been prepared pursuant to client request for an Improvement Survey Plat.
3. Date of field survey : December 8, 2021
4. Units of linear measurements are displayed in US Survey Feet.
5. SGM is not responsible for any changes made to this document after it leaves our possession. Any copy, facsimile, etc., of this document must be compared to the original signed, sealed and dated document to insure the accuracy of the information shown on any such copy, and to insure that no such changes have been made.
6. Any subsurface utilities not shown, were not marked by appropriate utility companies at the time of this survey and therefore may not be shown hereon. Client/contractor must contact specific utility companies to verify both the location and depth of respective utilities. Additional surveying work may be required to show any such subsurface utility locations on this drawing. SGM will not be responsible for protection of subsurface utilities.
7. Property descriptions shown hereon are based on the Cole Ranch Subdivision, according to the plat thereof filed for record August 8, 2001 at Reception No. 141293, County of San Juan, State of Colorado.
8. Fences shown hereon, if any, have been shown for general reference and do not necessarily depict limits of ownership.
9. Due to current snow cover on this property, it is possible that some ground level features may not be shown, or the locations shown hereon may be approximate (i.e. edge of drives, walks, water valves, etc.).
10. The property shown hereon is subject to all easements, rights-of-way, building setbacks or other restrictions of record, as such items may affect this property. This survey does not represent a title search by this surveyor to determine ownership or to discover easements or other encumbrances of record. All information pertaining to ownership, easement and other encumbrances of record has been taken from the title insurance commitment issued by Westcor Land Title Insurance Company, File No. 3330CEA, having an effective date of November 8, 2021.

Every attempt has been made to show all easements, rights-of-way, etc. referred to in the Schedule B2 Exceptions recited in said title insurance policy. Some such items may not be shown (i.e. Items 1-9) if they are standard title commitment exceptions, or if not sufficiently described in recorded documents to be shown graphically, or if they are situated on adjacent properties, or if they affect the property in general, etc. in regards to other such items:

ITEM 10: Reservations, easements, restrictions, covenants, conditions, dedications, rights of way and all other matters contained in Patent from the United States of America recorded July 26, 1866 in Book A1 at page 17, or in Acts authorizing the issuance thereof. May affect the subject parcel, the extents of which cannot be graphically depicted.

ITEM 11: The effect of Notice of Hazards recorded June 30, 1995 in Book 243 at page 522 and recorded June 28, 1996 in Book 243 at page B78. May affect the subject parcel, the extents of which cannot be graphically depicted.

ITEM 12: Notes, easements, restrictions, reservations, densities, designated uses, setbacks, rights of way of a public, or private nature, and all other matters as disclosed on plat of said subdivision recorded August 8, 2001 at Reception No. 141293. Affects the subject parcel and is shown hereon. Said subdivision plat contains easements and building envelopes without mathematical dimensions. Location of said easements and building envelopes shown hereon are scaled from subdivision plat.

ITEM 13: Reservations, conditions, powers of attorney, easements, options, covenants, agreements and limitations of title, and all other provisions contained in, or incorporated by reference into the Declaration of Covenants, Conditions, and Restrictions for Cole Ranch Subdivision recorded August 8, 2001 at Reception No. 141295; and amendment recorded February 18, 2020 at Reception No. 152733; as amended or supplemented. Affects the subject parcel, the extents of which cannot be graphically depicted.

ITEM 14: Terms, conditions, provisions and obligations contained in the Subdivision Improvements and Lien Agreement recorded August 8, 2001 at Reception No. 141294. Affects the subject parcel, the extents of which cannot be graphically depicted.

ITEM 15: Any question, dispute or adverse claims as to any loss or gain of land as a result of any change in the river bed location by other than natural causes, or alteration through accretion, reliction, erosion or avulsion of the center thread, bank, channel or flow of waters in Animas River and/or Minnie Creek lying within subject land; and any question as to the location of such center thread, bed bank or channel as a legal description monument or marker for purposes of describing or locating subject lands.

ITEM 16: Any rights, interest or easements in favor of the riparian owners, the State of Colorado, the United States of America, or the general public, which exist, have existed, or are claimed to exist in and over the waters and present and past bed and banks of Animas River and/or Minnie Creek.

ITEM 17: Right of way for County Road 2 and Minnie Gulch Road County Road 24.

ITEM 18: Any environmental contamination present on or under the property.

SURVEYOR'S CERTIFICATE:

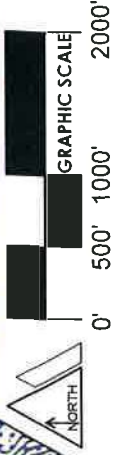
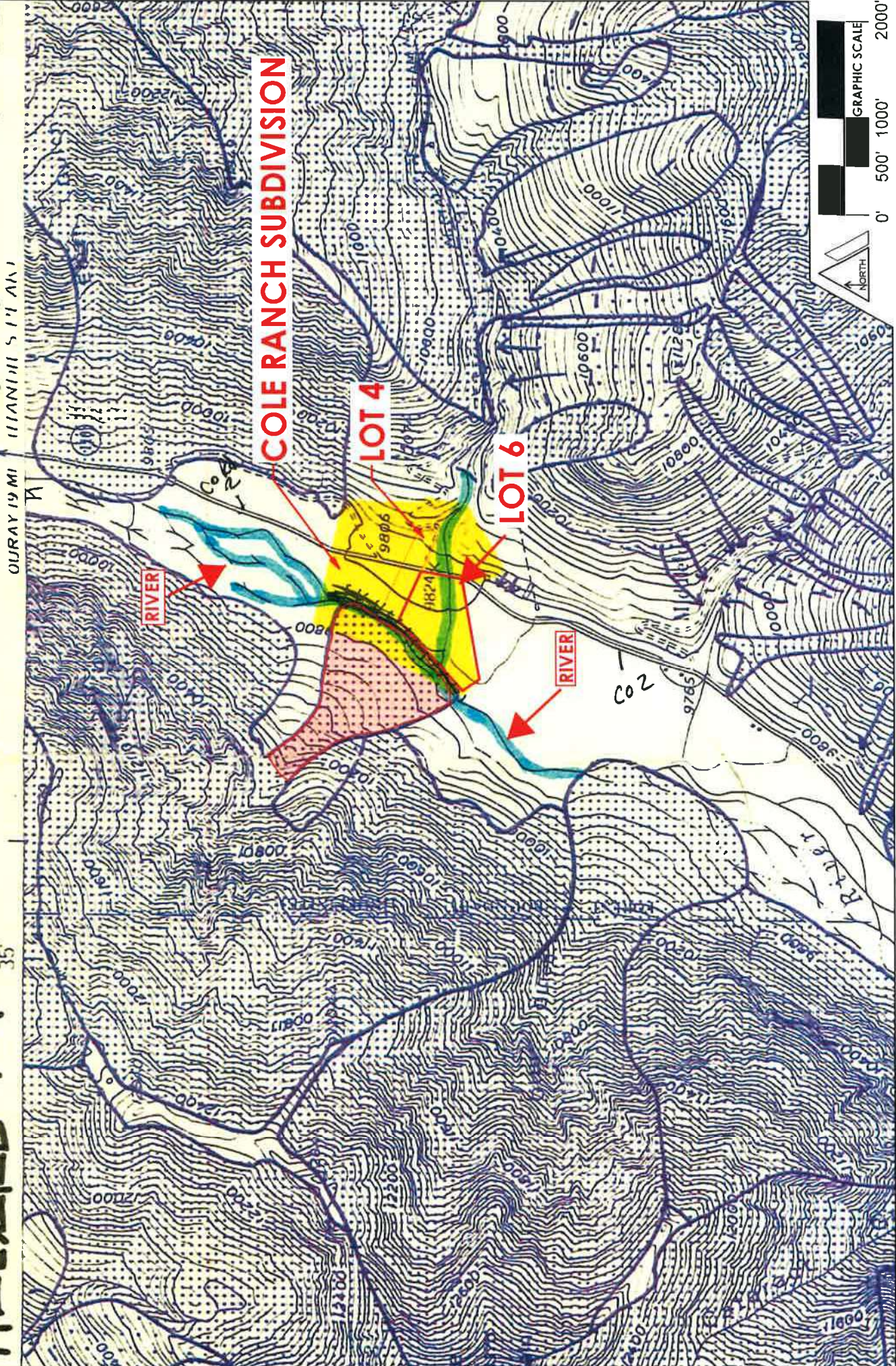
I, Timothy Aaron Barnett, being a registered Professional Land Surveyor, licensed in the State of Colorado, do hereby certify that this is an Improvement Survey Plat as defined by CRS 38-51-102(9), resulting from a monumented land survey, showing the current location of all significant visible structures, utilities, fences, hedges, or walls situated on the described parcel and within five feet of all boundaries of such parcel, and also any visible conflicting boundary evidence or encroachments, and all easements and rights-of-way of a public or private nature that are visible, or apparent, or of record, and underground utilities described in or other sources as specified in the title commitment referenced hereon, and that this Improvement Survey Plat was prepared by SGM, on this date, December 27, 2021, based on site conditions as they existed during a field survey performed December 8th & 27th, 2021, under my direct supervision and checking and that it is true and correct to the best of my knowledge and belief.

Timothy Aaron Barnett
Colorado PLS # 38404
For, and on behalf of SGM
timb@sgm-inc.com



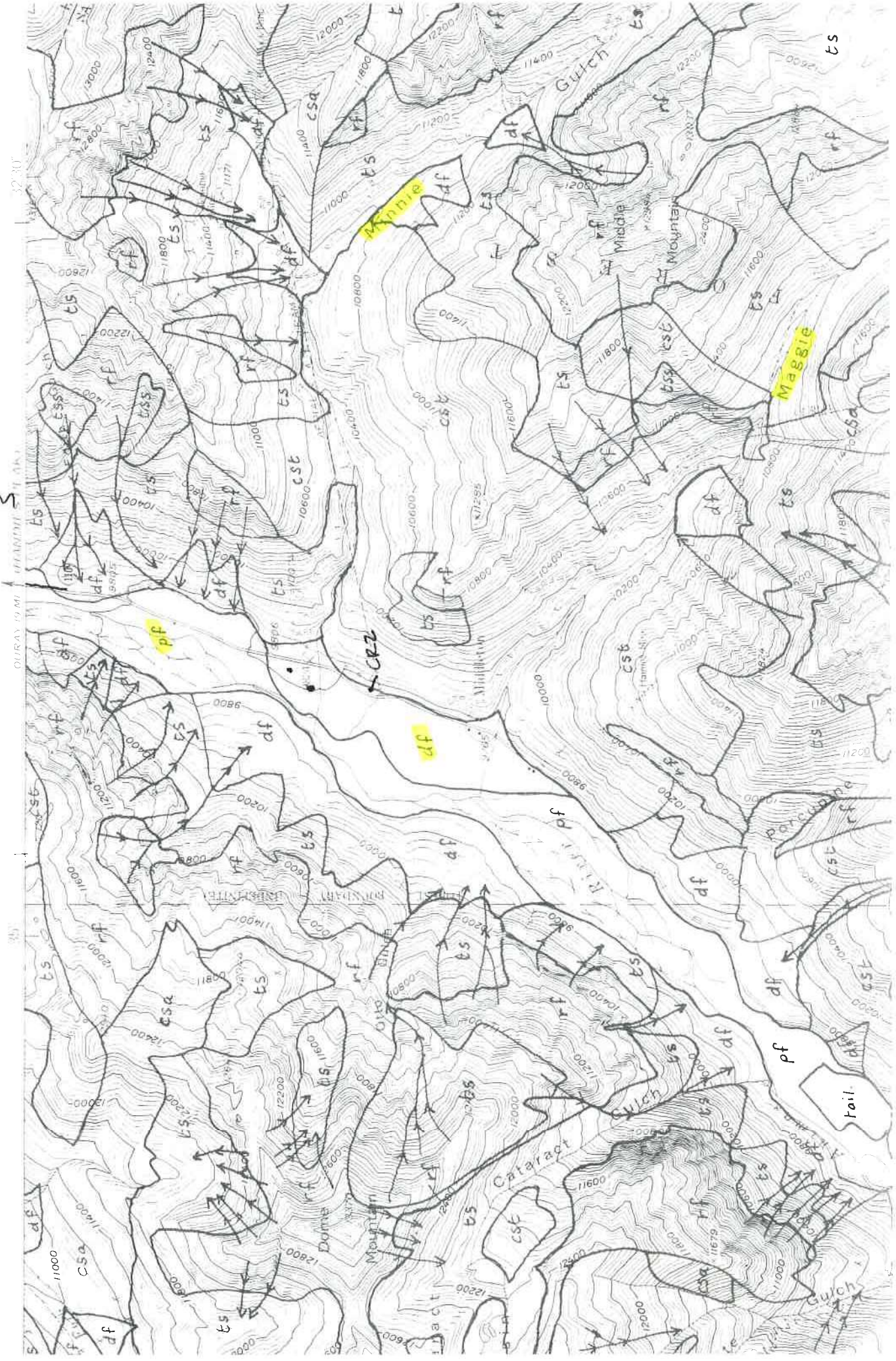
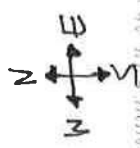
COUNTY AVAILANCHE
HAZARD MAP³⁵

COLE RANCH
2/25/20 ODMA



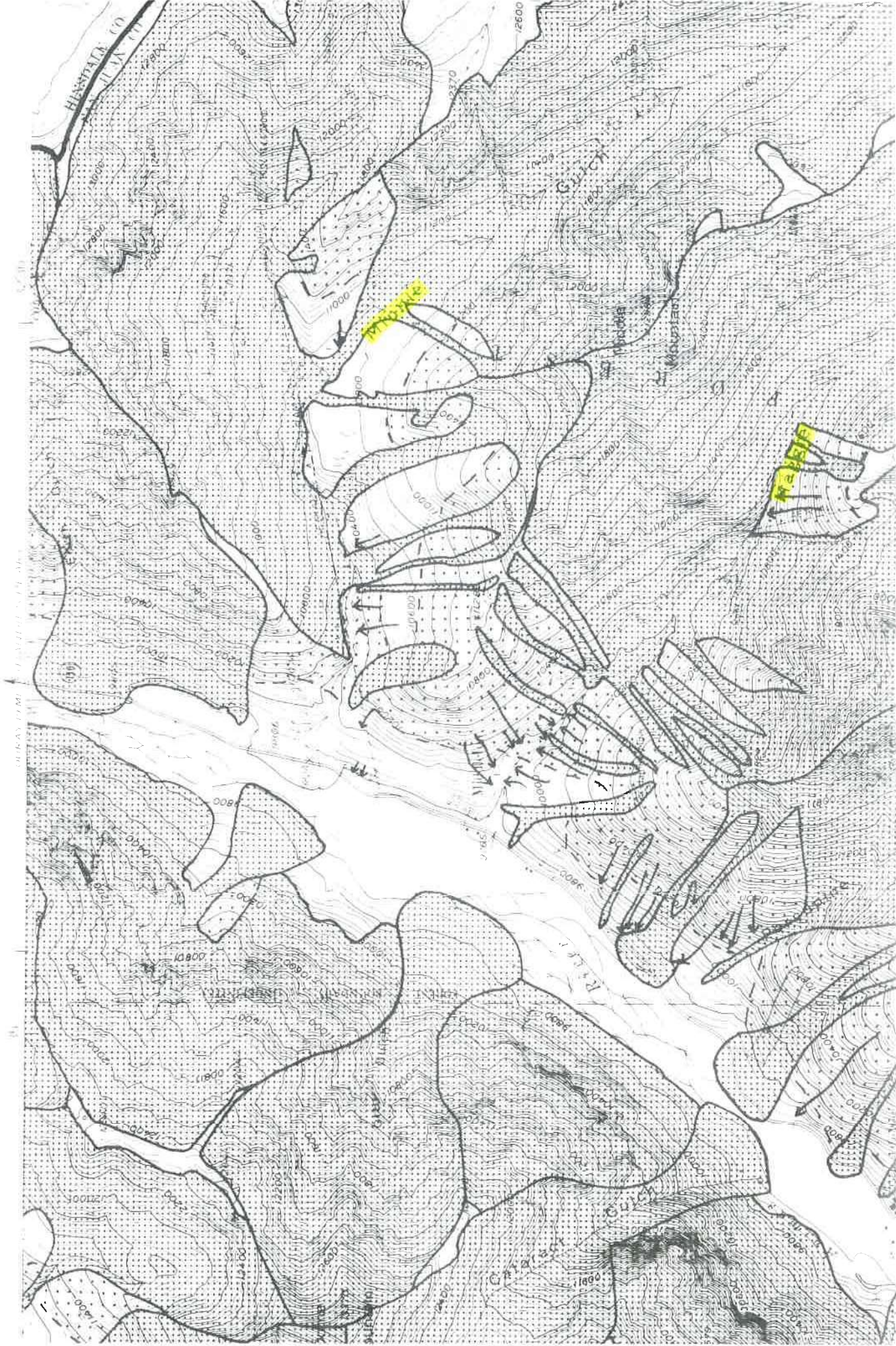
OURAY 19 MI
111 AN 111 5 1' 11 AN 1

prepared by nlc
topographic map.



ES

Tail



May 23, 2022

Cary Clark
cary@swttx.com

PN:57397PE

Subject: Lot 6 Cole Ranch Lower Building Envelope
Geologic Hazard Reconnaissance
Eureka Mining District, San Juan County, Colorado

Mr. Clark,

This letter presents our geologic hazard reconnaissance and overview for the proposed lower designated building envelope (nearest the Animas River) on Lot 6, Cole Ranch, Eureka Mining District, San Juan County, Colorado. Our observations and findings presented in this letter were performed in accordance with our proposal to you dated April 29, 2022, Proposal No. 22146P. This letter presents a brief geologic hazard overview of the proposed building envelope and does not constitute a geologic hazard study per Colorado House Bill 1041 of this site nor adjacent areas.

We met with Ms. Tiesha Weller at the project site on May 16, 2022 and performed brief visual observations of the surficial geologic conditions at the proposed building site. The site is located on the distal portions of the Minnie Creek alluvial fan. As discussed later in this report, there are computer modeling and other alluvial/debris fan computer modeling techniques that we discussed in some detail with Ms. Weller on site that can be performed (by others) if a more analytical based evaluation of the site is needed to estimate future debris flow intensity and potential depth of debris flow at, or near the proposed structure and other improvements on this site.

Alluvial fans and debris fans are deposited as a result of stream gradient changes associated with topographic changes along a given channel. Usually this occurs where smaller channels enter larger and flatter areas. Although in a technical and depositional sense debris fans and alluvial fan are synonymous terms, a "debris fan" is a term that is more typically considered to delineate a steeper, usually more active, deposit composed of large gravel, cobble and small boulder-sized rocks. The term "alluvial fan" is more commonly applied to deposits such as that which underlies the Cole Ranch, where the gradient of the fan deposit is relatively flat and is composed more of sand and gravel/small cobble-sized rock than are debris fans. Although the energy and associated geologic hazard threat associated with development of an alluvial fan is less, and more predictable than that of development of a debris fan, common sense combined with proper civil engineering design that is implemented by the project contractor are all imperative to reduce the threat associated with future debris flow events.

Most regular activity along any alluvial fans occurs near the current channel location. This may be witnessed currently along the Minnie Creek channel alignment located along the southern border shown in Figure 1, below.



Figure 1

The apex of the Minnie Creek alluvial fan is located approximately where the word “gulch” appears on Figure 1 above. The stream channel is much more pronounced, defined, and incised toward the apex of the fan, which is generally common. Note that as with the overall geometry of the fan itself, the current active zone is broader at the distal portions of the current active area. This occurs because the stream gradient within the fan has a general decrease as it flows toward the Animas River. As the gradient decreases the flow energy decreases which cause sediment to progressively drop out of suspension which promotes spread of the soil deposits associated with this process. As one approaches the distal limits of the fan, the flow becomes more of a soil-laden water flow than it does a catastrophic debris flow where the gradients are steeper.

We have provided the tutorial information above in hopes that it will aid those involved with the future design and construction of this project. The channel geometry, alignment and current active deposition zone of the Minnie Creek fan must not be allowed to develop a false sense of security and isolation of the chosen building site from future debris flow activity nor be influential in developing complacency in regard to site civil engineering design and implementation of the design during construction.

Debris flow activity is relatively unpredictable, yet recent fire activity throughout the western United States, and southwest Colorado over the last few decades, has provided both reminders and new valuable insight into drainage basin changes associated with fire damage that often result in catastrophic debris flow activity in areas that have long been dormant and isolated from this destructive geologic process.

Significant changes in precipitation and/or infiltration of precipitated water into the soil/ground within a drainage basin will trigger significant and often catastrophic changes to the hazards associated with a given drainage/debris flow system. Recent examples from the 416 Fire in 2018 included soil and rock deposition along portions of US Highway 550 that were greater than 10 feet in some areas. The Missionary Ridge Fire in 2002 caused similar events throughout the fire area in areas that have not seen debris flow activity for hundreds of years (based on dendrochronology assessments).

Through time, small depositions of soil and rock are regularly occurring events along any drainage system. This process is referred to as “channel bulking” sediment builds up along various portions of a stream channel with the volume of each depositional event being relatively low, but with time, these deposits grow after a multitude of very small, essentially imperceptible events. In an extreme precipitation event, or in association with catastrophic flow due to vegetation denudation from a fire, the flow of water down a stream channel mobilizes material that has been deposited due to channel bulking. The resultant flow is better characterized by considering fluid concrete than it is by considering water flow. It is important when considering mitigation design and construction at this site that the debris flow characteristics not be treated as water flow. The dynamics of water flow and debris flow are similar in some ways, but different in ways that must be understood.

Debris flows are unique in that the specific gravity of the flow is much greater than that of water. The density of this semi-viscous flow not only has the ability to cause much more significant damage than does water, but as the flow velocity decreases, the energy of the flow decreases, and the sediment and rock drops out of suspension. This phenomenon allows debris flows to develop new flow path orientations essentially in an instant. Additionally, since the flow velocity along the edge of a given flow are slower than that of the center portions of a flow, the deposition of sediment along the edges of the flow will often develop natural levees which can direct flow in counter-intuitive directions when comparing debris flow characteristics to water flow characteristics. Understanding debris flow depositional responses associated with velocity changes is important because primary diversionary swales and berms should be developed far above the proposed building so that localized flow direction changes are less than about 20 degrees. Additionally, the general idea for development of diversionary features is to not develop channels with the flow elevation below that of the existing ground surface, they can be filled instantly during a catastrophic event. The concept is to develop berms that rise above the existing ground surface so that the flow and deposition area becomes broad and therefore the overall thickness of the post-event deposit is minimized. In this case, the site access roadway could be developed such that it becomes a part of the long-term mitigation. The berms and swales can be developed so that they blend in with the long-term landscaping plans for the site. No diversionary structure should be done where the resultant flow will damage or influence neighboring property. There are existing swales and low areas that exist near, and above the project site that could be incorporated into a mitigation effort so that future flow events follow naturally developed pathways. We are available to provide additional consultation during the design and construction phases.

We roughly delineated the limits of avalanche deposit from the western side of the Animas River in Figure 1 above. We do not provide avalanche consultation or evaluation, but based on general experience and considering the proximity of the site to this avalanche area we felt it prudent to provide a brief discussion on our observations of the now 3-year-old evidence of recent avalanche activity near the site. The winter of 2018-2019 included extremely heavy snow fall in the San Juan Mountains and areas that have not seen avalanche activity for over a multitude of decades were exposed to extremely damaging avalanche activity. Those considerations, combined with the fact that the avalanche limit seen on the Google Earth photograph (Imagery Date September 11, 2019) could be an indication that this site is relatively safe from similar winter snow fall events; however, given the proximity of the site to the locations of the avalanche path there may be air/powder blast considerations that may influence the structural design of the proposed building. If additional information is desired or needed, we suggest that an avalanche specialist be consulted.

Please contact us if you have any questions or desire additional information. We are available to provide a geotechnical engineering evaluation of this site as the plans progress. We should be contacted during the design and construction phase of this project to further assess the debris flow mitigation considerations that were briefly discussed within this letter.

Respectfully Submitted,
TRAUTNER GEOTECH



David L. Trautner, PE, CPG

Reviewed by,

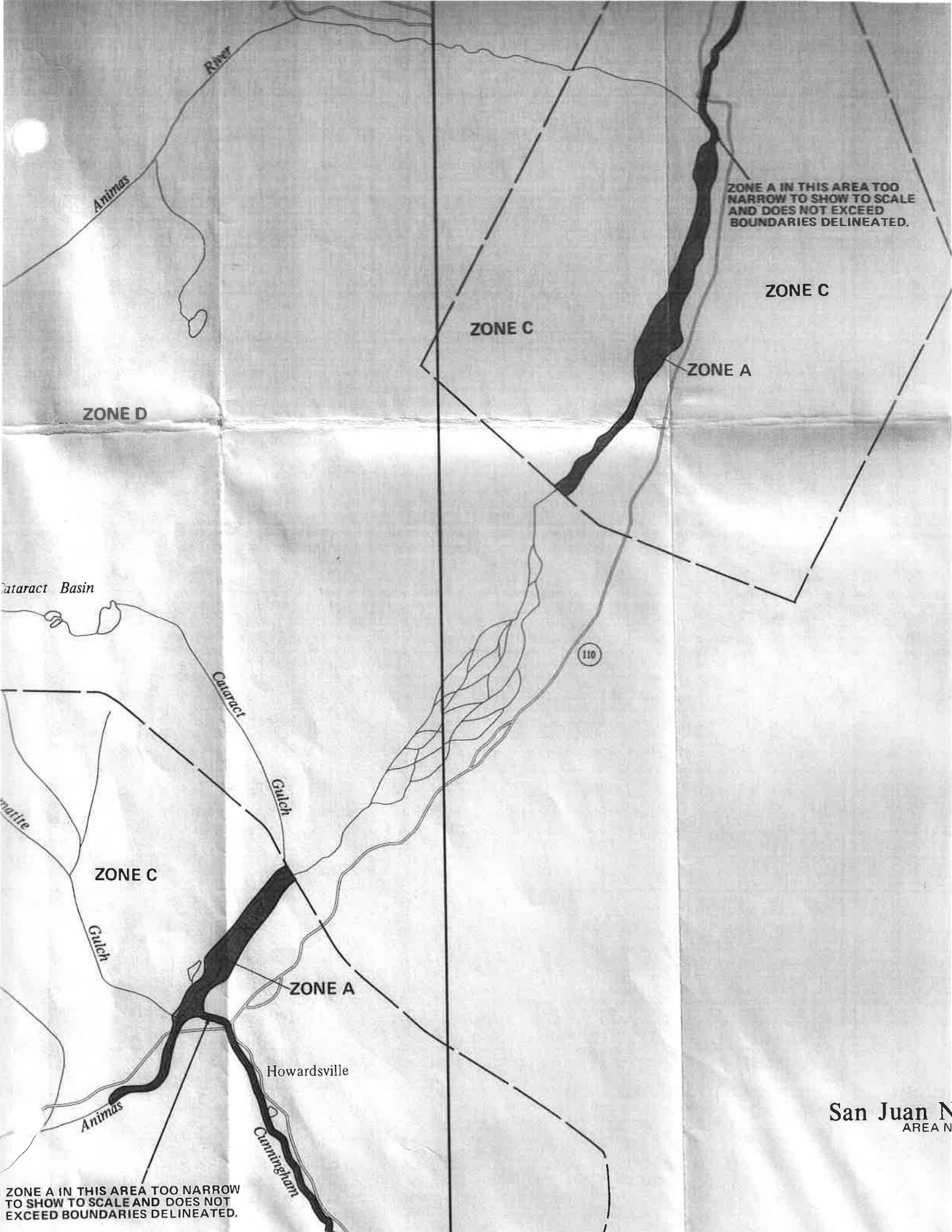


Jason A. Deem, PG

Lisa,

I have looked at the Cole Ranch contour map that was created by E. Schaaf & Associates in 2000 and I believe that the building envelopes are out of the 100 year flood plain on lot 6. At the time of the creation of the building envelopes for the Cole Ranch Subdivision the drainage was surveyed and the envelopes were created accordingly. The edge of the building envelope is approximately 50 feet from the drainage. If you have any questions please give me a call.

Dirk Hatter
PLS 26597



River

Animas

ZONE A IN THIS AREA TOO NARROW TO SHOW TO SCALE AND DOES NOT EXCEED BOUNDARIES DELINEATED.

ZONE C

ZONE C

ZONE A

ZONE D

Cataract Basin

Cataract

110

Gulch

ZONE C

Gulch

ZONE A

Howardsville

Animas

Cunningham

San Juan N

AREA N

ZONE A IN THIS AREA TOO NARROW TO SHOW TO SCALE AND DOES NOT EXCEED BOUNDARIES DELINEATED.

Lima 2/3/22

DRAFT 2022 FEMA Floodplain Map

2/3/22 Lima



San Juan overview Milestones Dashboard Terrain Survey Hydrology Hydrology in Floodplain
 San Juan County

Floodplain Mapping takes the results of the hydraulic models and plots them on available terrain information. The results show the flow paths and elevations, which are used to regulate site development and mitigate flood hazards. Floodplain Mapping is required for homes with flood damage history and for all other structures located within the floodplain. Floodplain Mapping also provides information on flood hazards and flood damage potential. Floodplain Mapping is a critical tool for floodplain management and flood risk reduction. Floodplain Mapping is a critical tool for floodplain management and flood risk reduction. Floodplain Mapping is a critical tool for floodplain management and flood risk reduction.

▲ River Water Level (ft) - See map for official determination

Paper Flood Zone is based on FEMA Flood Zone information and is subject to change. Paper Flood Zone is based on FEMA Flood Zone information and is subject to change. Paper Flood Zone is based on FEMA Flood Zone information and is subject to change.

Southwestern Colorado Water Conservation Board



712 Eagle Pass
Durango, CO 81301
970-946-3175

To: Cary Clark
From: Mountain Civil Consulting, LLC
Date: 5/19/2022
RE: Cole Ranch Lot 6
San Juan County, CO
Minnie Gulch Hydrologic and Hydraulic Analysis

General:

The following hydrologic and hydraulic calculations are provided to support the land use application for Cole Ranch Lot 6 in San Juan County, CO as related construction of improvements within the Lot 6 building envelope.

The Cole Ranch Subdivision Plat states the following, See Attachment A - Cole Ranch Subdivision Plat:

Flood proofing, in the form of berms, shall be required on each of Lots 5 and 6 upgradient of any structures. Construction of berms or altering the banks of Minnie Creek shall be in compliance with U.S. Army Corps of Engineers (USACE) rules and in accordance with the Clean Water Act (CWA).

Hydrologic and Hydraulic calculations for the Minnie Creek drainage adjacent to Lot 6 were complete to determine the necessity to build or alter the drainage way to protect the building envelopes from flooding. The analysis supports the conclusion that neither berms within Lot 6 nor altering the stream bank along Minnie Gulch is required to safely convey the 100-yr runoff event with the existing Minnie Creek drainage. The Lot 6 building envelopes are well outside of the 100-yr flood. See Appendix B – EX01 Minnie Gulch Floodplain Exhibit.

Methodology:

The USGS Streamstats web application was used to analyze hydrology for the Minnie Gulch watershed. The 100-yr runoff event for Minnie Gulch at the mouth of the drainage was calculated at 444 cfs. See Appendix C – Minnie Gulch Stream Stats calculation.



712 Eagle Pass
Durango, CO 81301
970-946-3175

The HEC-RAS program was used to determine the ability of the Minnie Gulch drainage to convey the 100-yr runoff event through Lot 6. See Appendix D – Minnie Gulch HECRAS analysis for detailed hydraulic calculations.

A topographic survey provided by the owner, completed in 2019, was used to model the Minnie Gulch drainage in the HEC-RAS Program. See Appendix E – Lot 6, Cole Ranch Topographic and Floodplain Exhibit.

Results:

The development of Cole Ranch Lot 6, within the defined building envelopes, does not require the construction of berms or work within the Minnie Gulch drainage to protect improvements from the 100-yr runoff event in Minnie Gulch. There are no proposed improvements requiring USACE or CWA regulatory approvals.

Sincerely,

Andrew Papiejko, PE

Mountain Civil Consulting, LLC



712 Eagle Pass
Durango, CO 81301
970-946-3175

Appendices:

Appendix A – Cole Ranch Subdivision Plat

Appendix B - EX01 – Cole Ranch Lot 6 Minnie Gulch Floodplain Exhibit

Appendix C – Minnie Gulch Stream Stats Calculation

Appendix D – Minnie Gulch HECRAS analysis

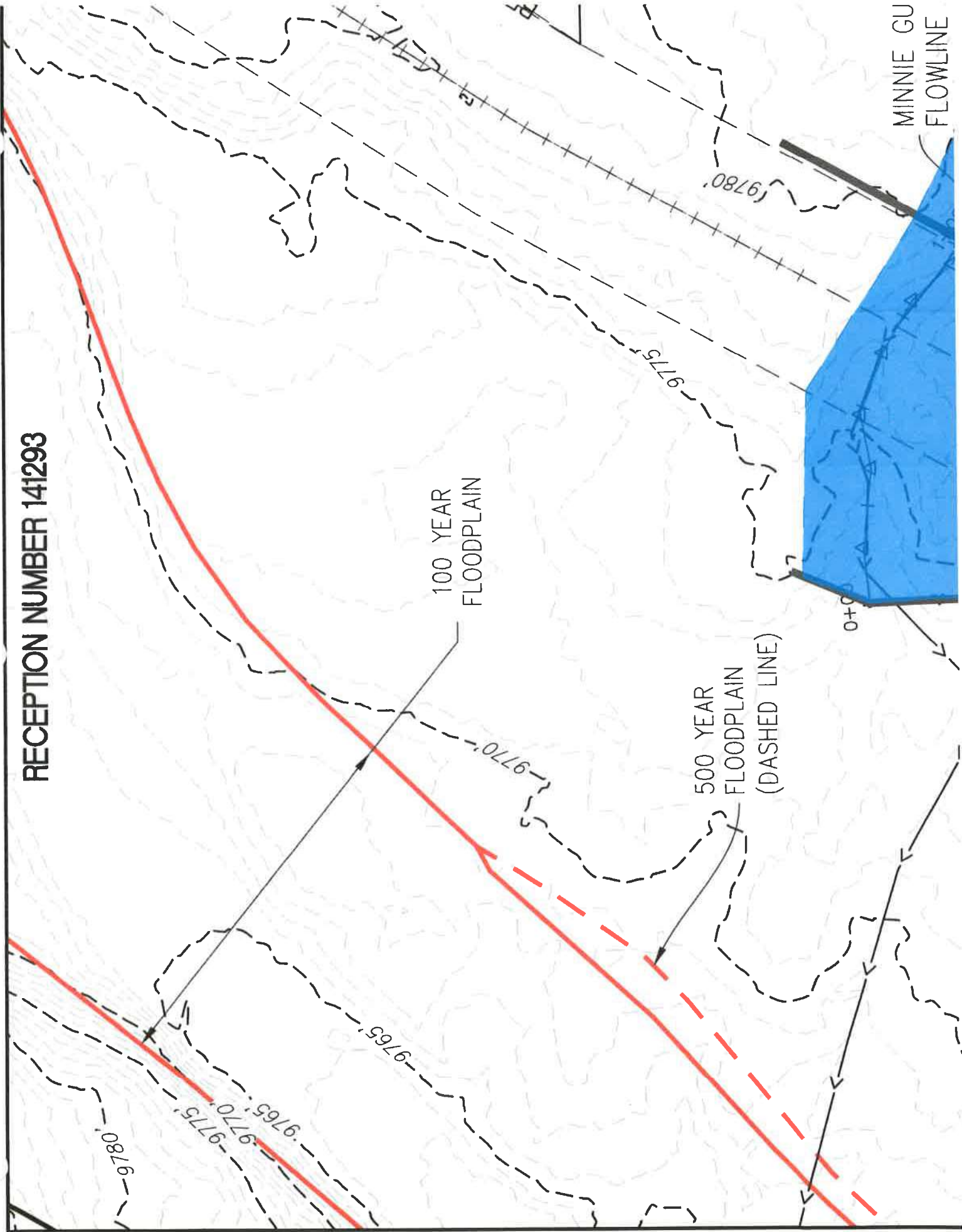
Appendix E – Cole Ranch Lot 6 Topographic and Floodplain Map (SGM)

RECEPTION NUMBER 141293

100 YEAR
FLOODPLAIN

500 YEAR
FLOODPLAIN
(DASHED LINE)

MINNIE GU
FLOWLINE



StreamStats Report - Minnie Gulch

Region ID: CO

Workspace ID: C020220511021930663000

Clicked Point (Latitude, Longitude): 37.86237, -107.57274

Time: 2022-05-10 20:19:58 -0600



Cole Ranch Lot 6 - Flood Analysis

Basin Characteristics

Parameter Code	Parameter Description	Value	Unit
BSLDDEM10M	Mean basin slope computed from 10 m DEM	54	percent
CSL1085LFP	Change in elevation divided by length between points 10 and 85 percent of distance along the longest flow path to the basin divide, LFP from 2D grid	629.5	feet per
DRNAREA	Area that drains to a point on a stream	4.75	square
EL7500	Percent of area above 7500 ft	100	percent

Parameter Code	Parameter Description	Value	Unit
ELEV	Mean Basin Elevation	12022	feet
ELEVMAX	Maximum basin elevation	13300	feet
I24H100Y	Maximum 24-hour precipitation that occurs on average once in 100 years	4.31	inches
I24H2Y	Maximum 24-hour precipitation that occurs on average once in 2 years - Equivalent to precipitation intensity index	2.15	inches
I6H100Y	6-hour precipitation that is expected to occur on average once in 100 years	2.64	inches
I6H2Y	Maximum 6-hour precipitation that occurs on average once in 2 years	1.15	inches
LAT_OUT	Latitude of Basin Outlet	37.862371	degrees
LC11BARE	Percentage of barren from NLCD 2011 class 31	33.9	percent
LC11CRPHAY	Percentage of cultivated crops and hay, classes 81 and 82, from NLCD 2011	0	percent
LC11DEV	Percentage of developed (urban) land from NLCD 2011 classes 21-24	0.1	percent
LC11FOREST	Percentage of forest from NLCD 2011 classes 41-43	22.8	percent
LC11GRASS	Percent of area covered by grassland/herbaceous using 2011 NLCD	41.1	percent
LC11IMP	Average percentage of impervious area determined from NLCD 2011 impervious dataset	1.5	percent
LC11SHRUB	Percent of area covered by shrubland using 2011 NLCD	0.1	percent
LC11SNOIC	Percent snow and ice from NLCD 2011 class 12	0	percent
LC11WATER	Percent of open water, class 11, from NLCD 2011	0	percent
LC11WETLND	Percentage of wetlands, classes 90 and 95, from NLCD 2011	2.1	percent
LFPLENGTH	Length of longest flow path	5.03	miles
LONG_OUT	Longitude of Basin Outlet	-107.572795	degrees
MINBELEV	Minimum basin elevation	9760	feet
OUTLETELEV	Elevation of the stream outlet in feet above NAVD88	9763	feet
PRECIP	Mean Annual Precipitation	45.01	inches

Parameter Code	Parameter Description	Value	Unit
RCN	Runoff-curve number as defined by NRCS (http://policy.nrcs.usda.gov/OpenNonWebContent.aspx?content=17758.wba)	74.57	dimens
RUNCO_CO	Soil runoff coefficient as defined by Verdin and Gross (2017)	0.31	dimens
SSURGOA	Percentage of area of Hydrologic Soil Type A from SSURGO	14.8	percent
SSURGOB	Percentage of area of Hydrologic Soil Type B from SSURGO	10.2	percent
SSURGOC	Percentage of area of Hydrologic Soil Type C from SSURGO	19.5	percent
SSURGOD	Percentage of area of Hydrologic Soil Type D from SSURGO	55.3	percent
STATSCLAY	Percentage of clay soils from STATSGO	17.36	percent
STORNHD	Percent storage (wetlands and waterbodies) determined from 1:24K NHD	0	percent
TOC	Time of concentration in hours	1.17	hours

Flood-Volume Statistics Parameters [99.9 Percent (4.75 square miles) Southwest Region Max Flow]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	4.75	square miles	4	4390
PRECIP	Mean Annual Precipitation	45.01	inches	10	51

Flood-Volume Statistics Flow Report [99.9 Percent (4.75 square miles) Southwest Region Max Flow]

PII: Prediction Interval-Lower, PIU: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	ASEp
7 Day 2 Year Maximum	53.1	ft ³ /s	64
7 Day 10 Year Maximum	96.2	ft ³ /s	43
7 Day 50 Year Maximum	125	ft ³ /s	33

Flood-Volume Statistics Citations

Capesius, J.P., and Stephens, V. C.,2009, Regional Regression Equations for Estimation of Natural Streamflow Statistics in Colorado: U. S. Geological Survey Scientific Investigations Report 2009-5136, 32 p.
(<http://pubs.usgs.gov/sir/2009/5136/http://pubs.usgs.gov/sir/2009/5136/>)

Peak-Flow Statistics Parameters [99.9 Percent (4.75 square miles) Southwest Region Peak Flow]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	4.75	square miles	1	4390
EL7500	Percent above 7500 ft	100	percent	0	99

Peak-Flow Statistics Disclaimers [99.9 Percent (4.75 square miles) Southwest Region Peak Flow]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

Peak-Flow Statistics Flow Report [99.9 Percent (4.75 square miles) Southwest Region Peak Flow]

Statistic	Value	Unit
50-percent AEP flood	79.9	ft ³ /s
20-percent AEP flood	147	ft ³ /s
10-percent AEP flood	205	ft ³ /s
4-percent AEP flood	298	ft ³ /s
2-percent AEP flood	370	ft ³ /s
1-percent AEP flood	444	ft ³ /s
0.5-percent AEP flood	514	ft ³ /s
0.2-percent AEP flood	662	ft ³ /s

Peak-Flow Statistics Citations

Capesius, J.P., and Stephens, V. C.,2009, Regional Regression Equations for Estimation of Natural Streamflow Statistics in Colorado: U. S. Geological Survey Scientific Investigations

Report 2009-5136, 32 p.

(<http://pubs.usgs.gov/sir/2009/5136/http://pubs.usgs.gov/sir/2009/5136/>)

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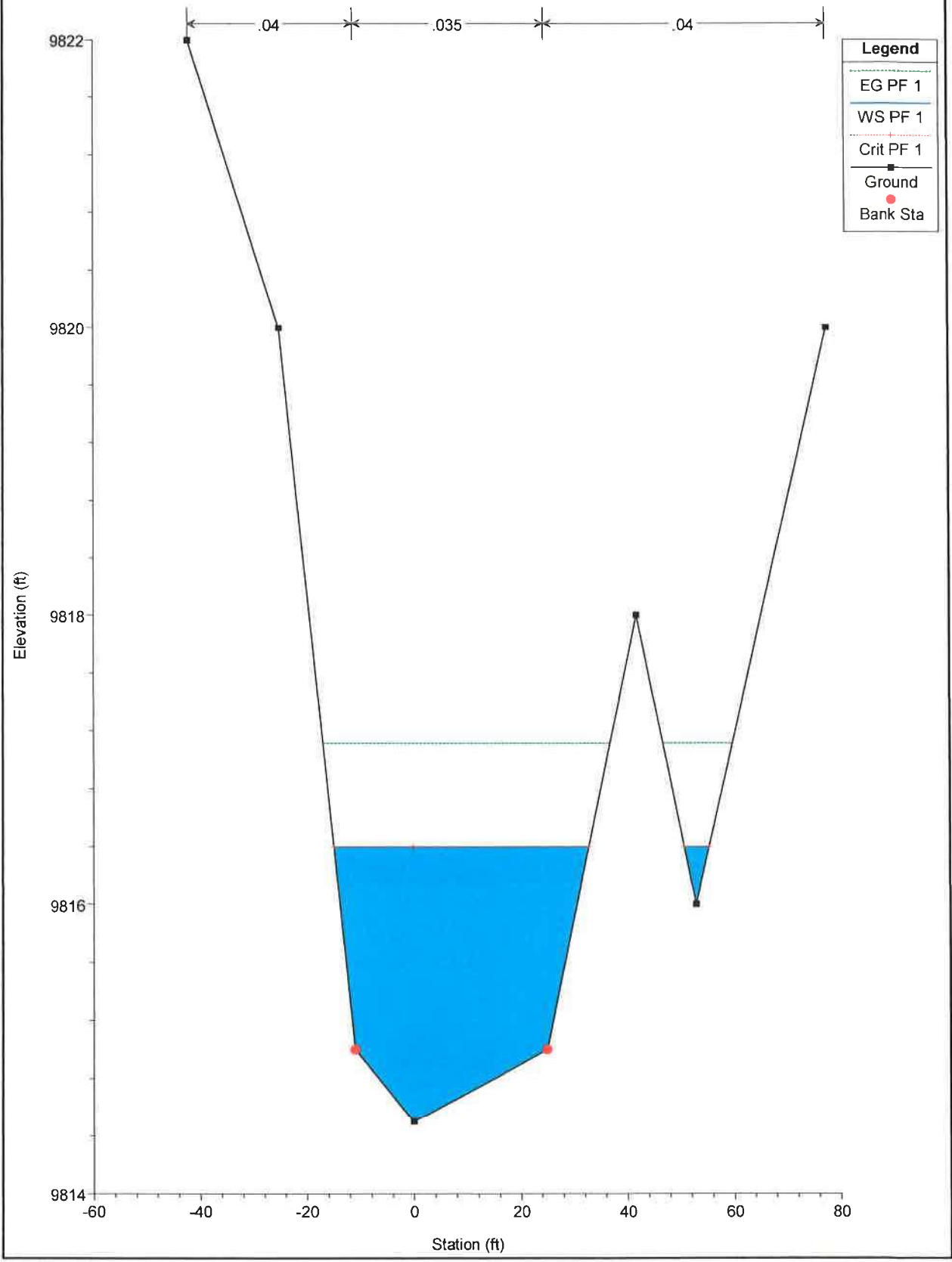
Application Version: 4.8.1

StreamStats Services Version: 1.2.22

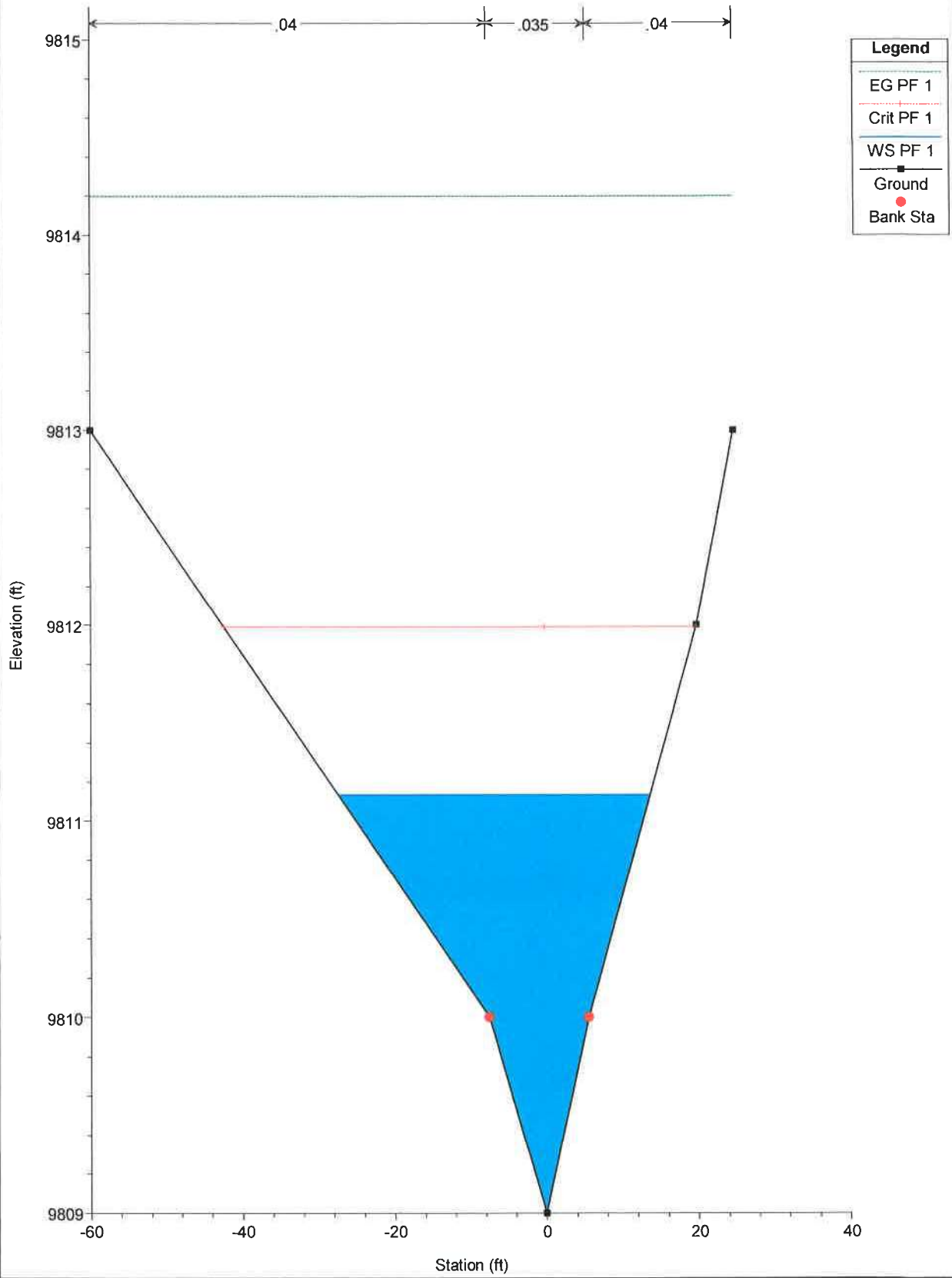
NSS Services Version: 2.1.2

HEC-RAS Plan 01 River: MINNIE GULCH Reach: LOT 6 FRONTAGE Profile: PF 1

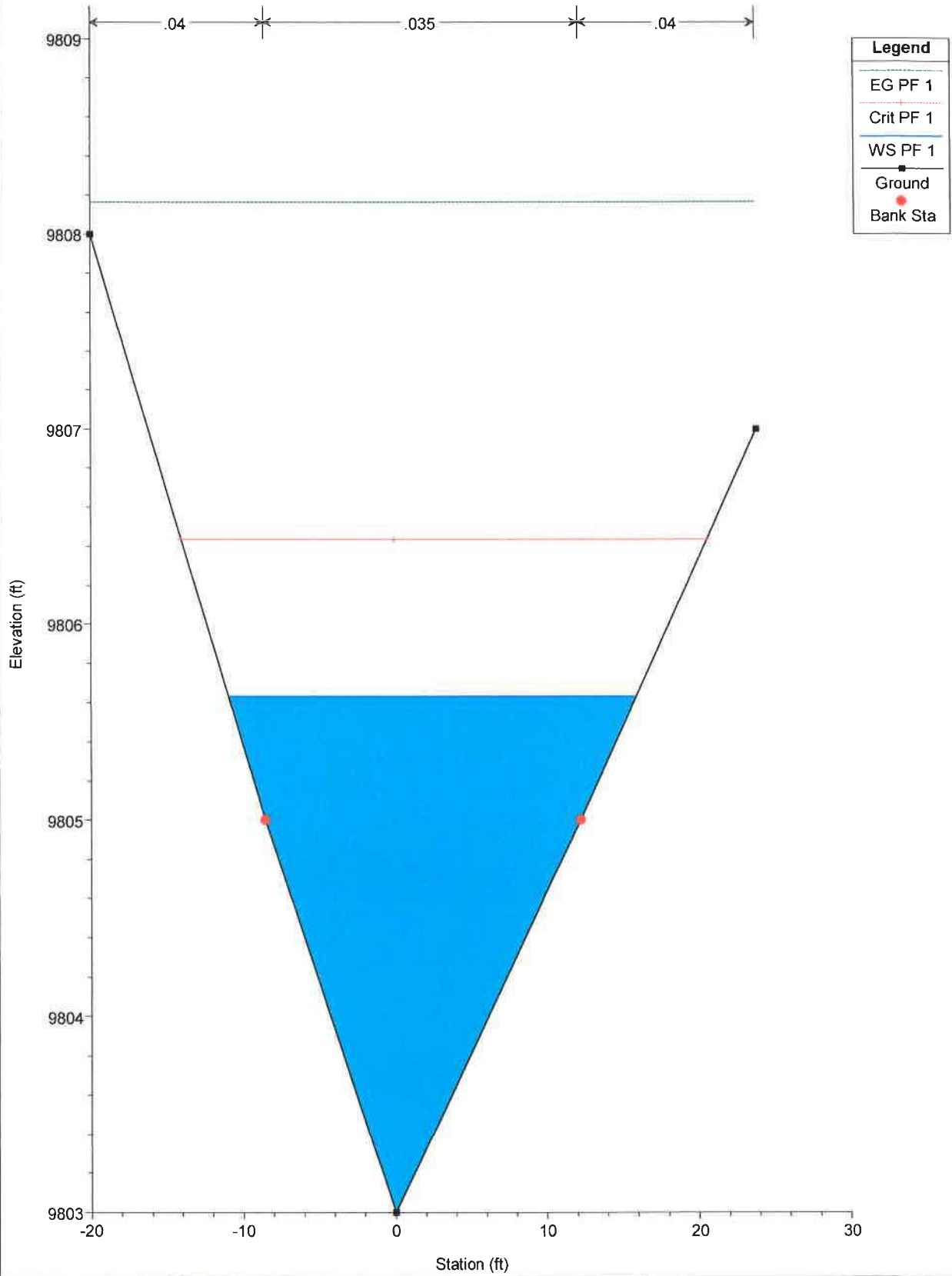
Reach	River Sta	Profile	Q Total (cfs)	Min Ch El (ft)	W.S. Elev (ft)	Crit W.S. (ft)	E.G. Elev (ft)	E.G. Slope (ft/ft)	Vel Chnl (ft/s)	Flow Area (sq ft)	Top Width (ft)	Froude # Chl
LOT 6 FRONTAGE	800	PF 1	444.00	9814.50	9816.40	9816.40	9817.12	0.013915	6.99	68.56	52.52	0.96
LOT 6 FRONTAGE	700	PF 1	444.00	9809.00	9811.14	9811.99	9814.20	0.071914	15.68	37.32	41.13	2.16
LOT 6 FRONTAGE	600	PF 1	444.00	9803.00	9805.63	9806.44	9808.16	0.048918	12.86	35.90	26.93	1.77
LOT 6 FRONTAGE	500	PF 1	444.00	9797.50	9799.45	9800.12	9801.74	0.085722	12.15	36.56	37.58	2.17
LOT 6 FRONTAGE	400	PF 1	444.00	9793.50	9795.73	9796.11	9796.94	0.027431	9.10	55.06	57.02	1.32
LOT 6 FRONTAGE	300	PF 1	444.00	9787.50	9789.35	9790.13	9792.34	0.082835	16.64	37.73	42.32	2.32
LOT 6 FRONTAGE	200	PF 1	444.00	9782.00	9784.17	9784.91	9786.35	0.042108	12.24	40.92	36.95	1.67
LOT 6 FRONTAGE	100	PF 1	444.00	9777.75	9779.55	9780.43	9781.90	0.046970	12.97	39.35	32.18	1.77
LOT 6 FRONTAGE	0	PF 1	444.00	9772.50	9774.59	9775.33	9777.02	0.050399	14.28	43.19	47.06	1.86



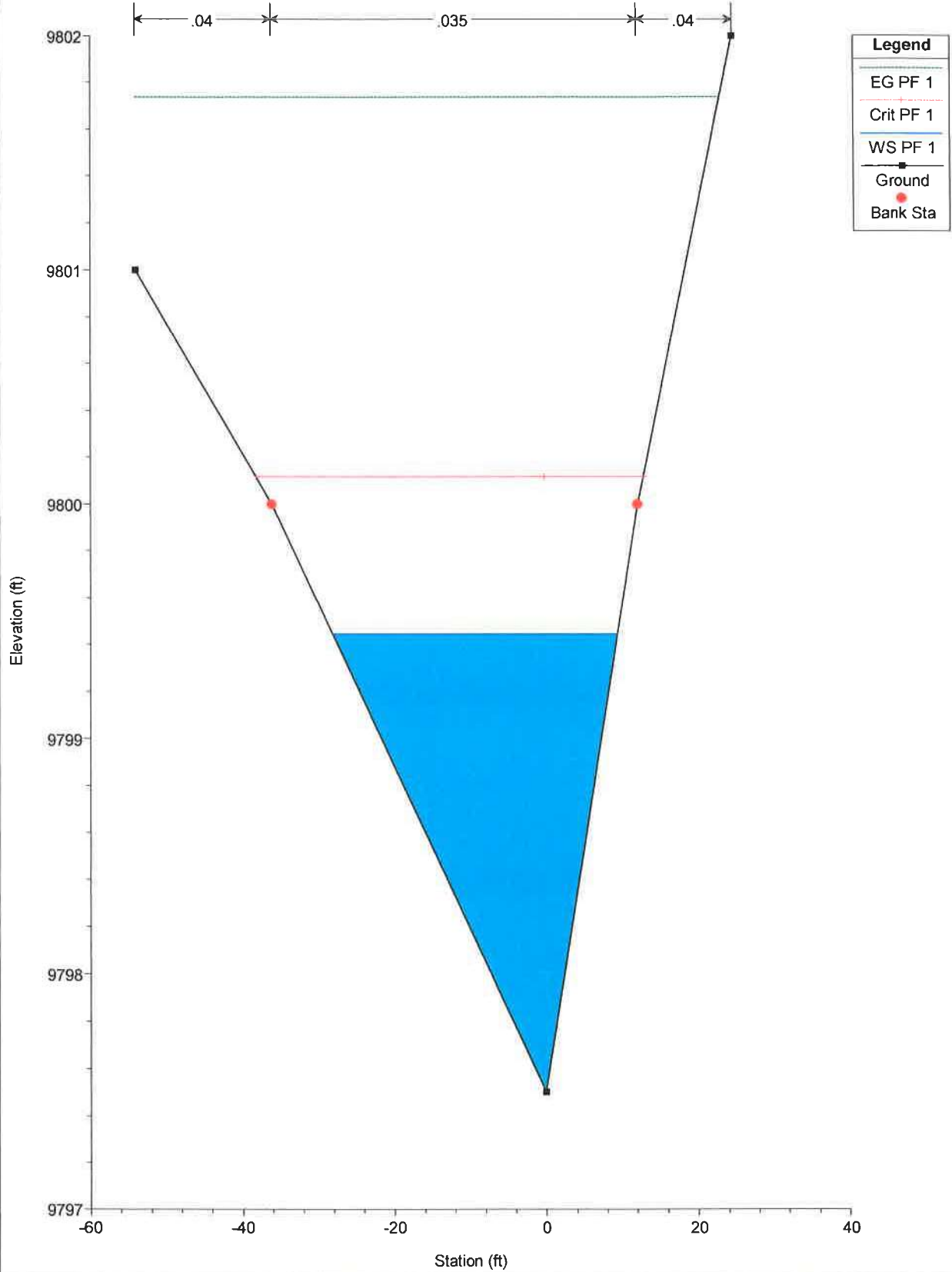
Cole Ranch Lot 6 - Minnie Gulch Plan: Plan 01 5/19/2022



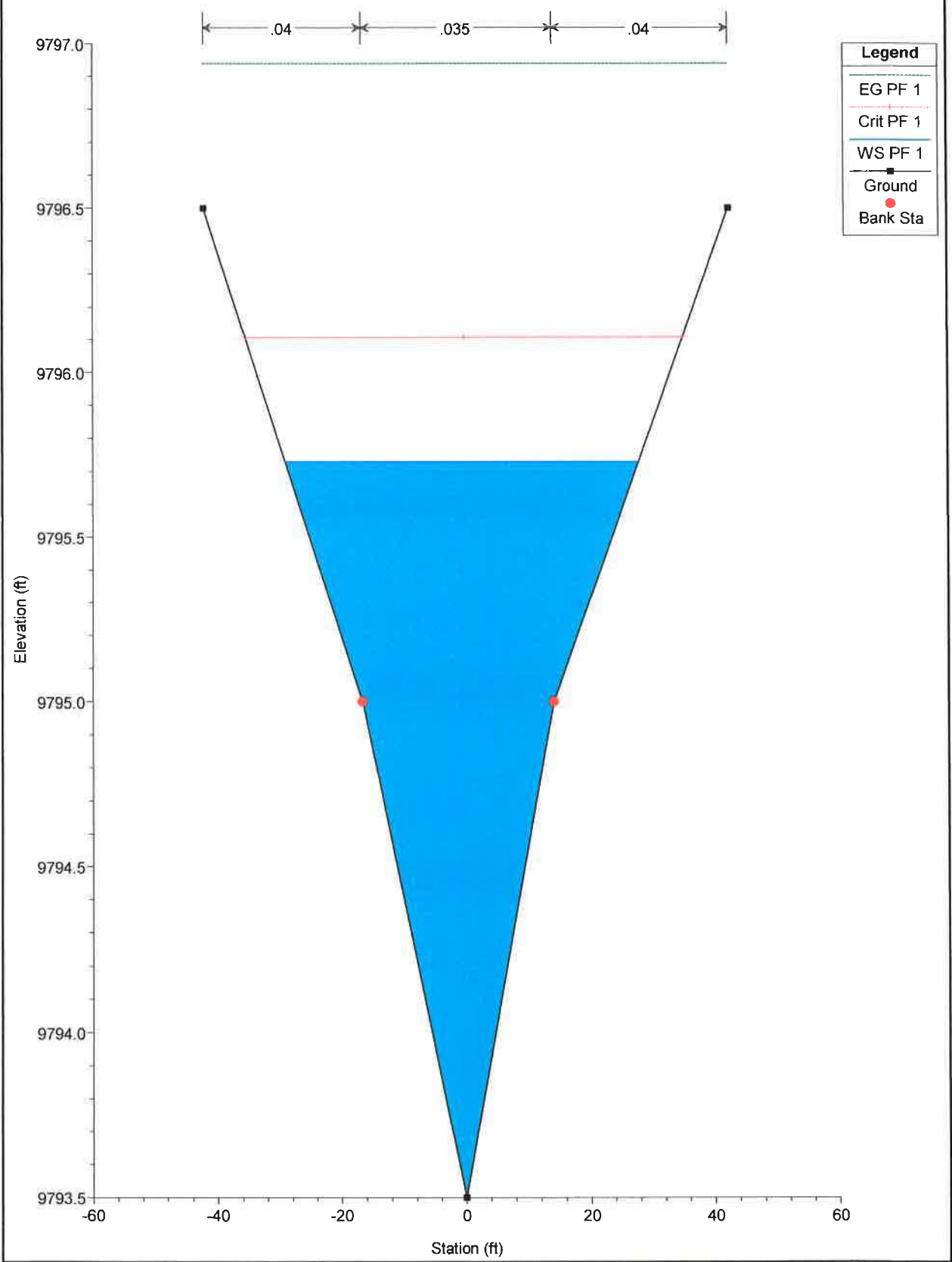
Cole Ranch Lot 6 - Minnie Gulch Plan: Plan 01 5/19/2022



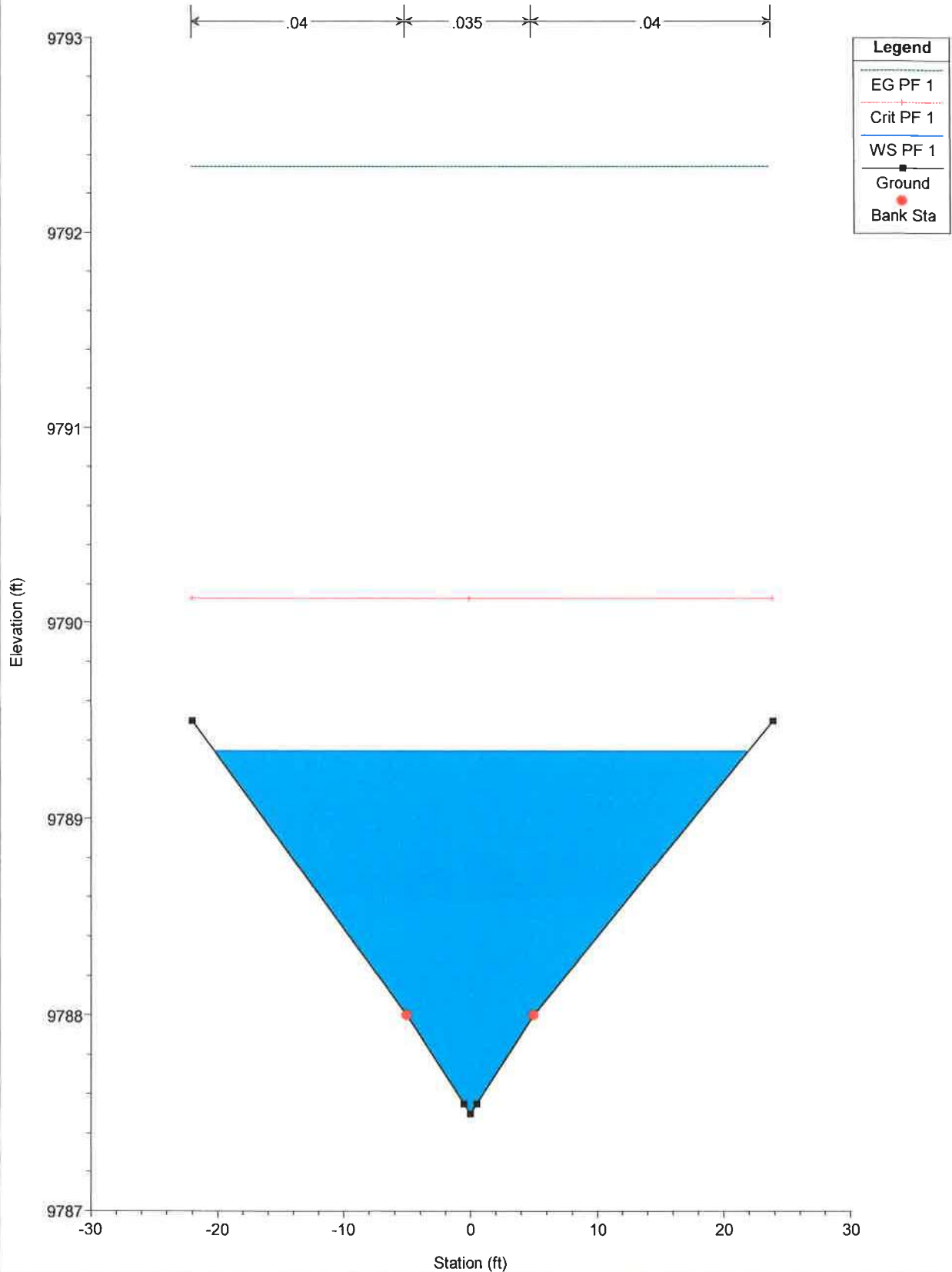
Cole Ranch Lot 6 - Minnie Gulch Plan: Plan 01 5/19/2022

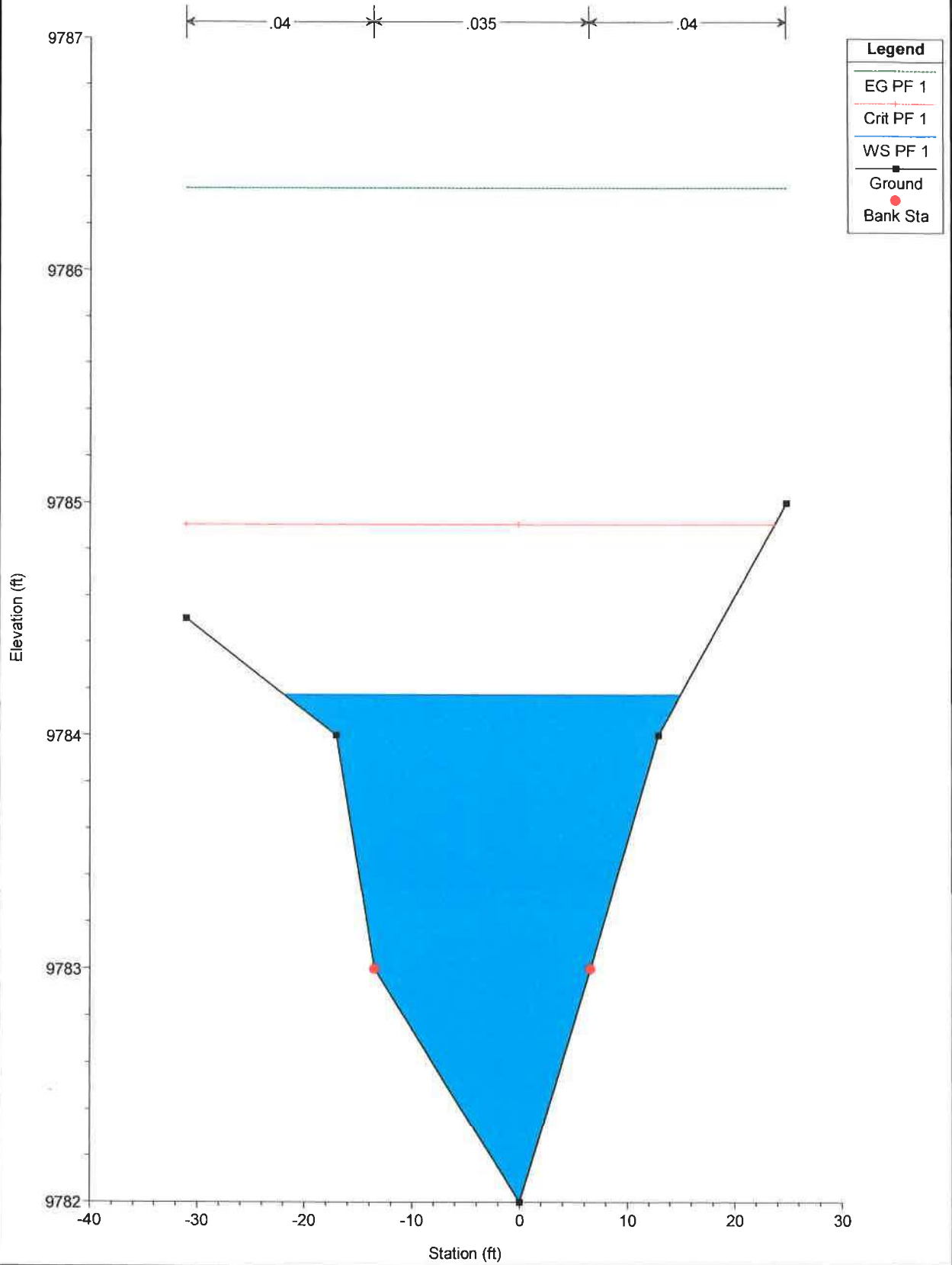


Legend	
EG PF 1	—
Crit PF 1	—
WS PF 1	—
Ground	—
Bank Sta	•

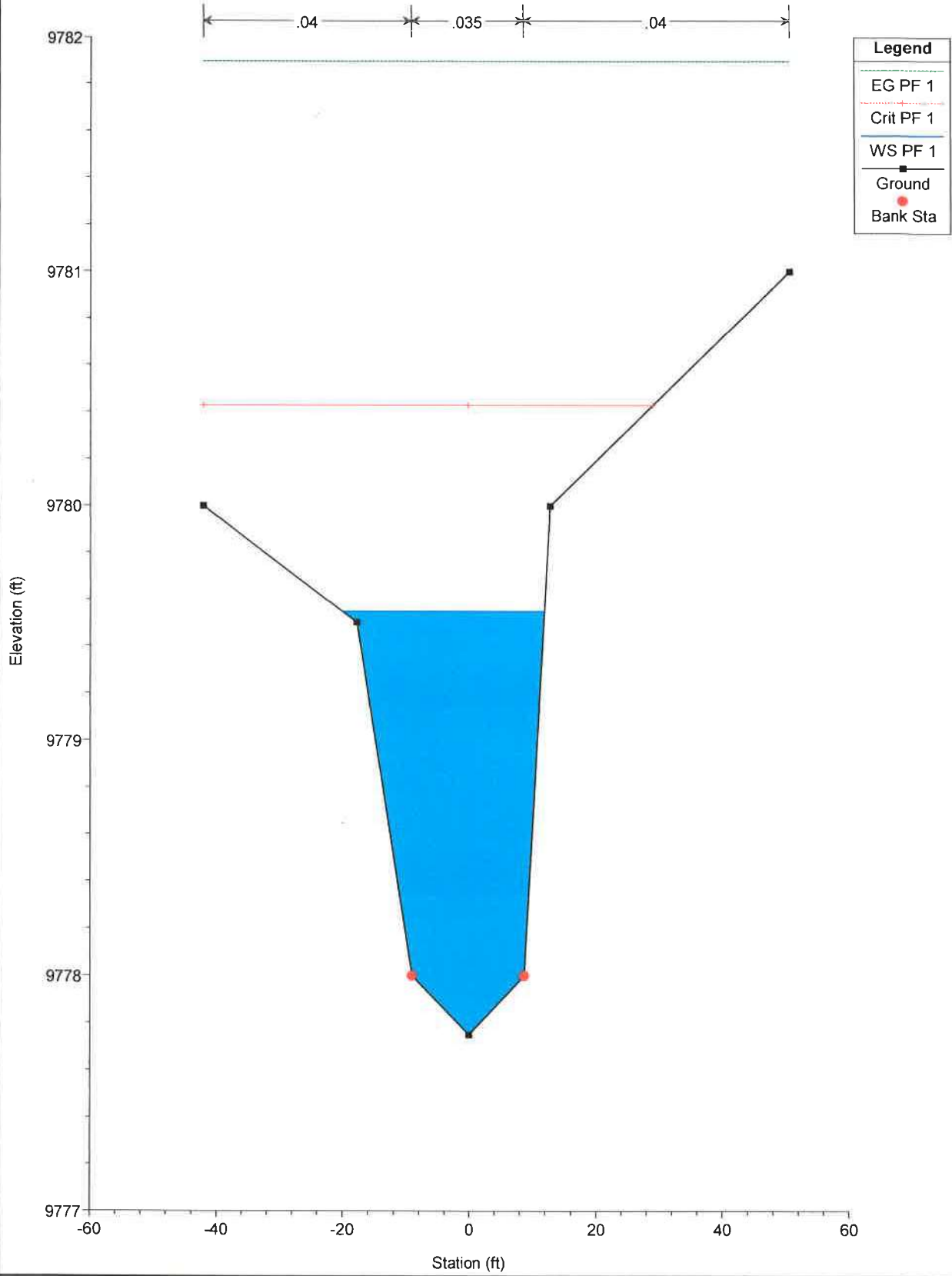


Cole Ranch Lot 6 - Minnie Gulch Plan: Plan 01 5/19/2022

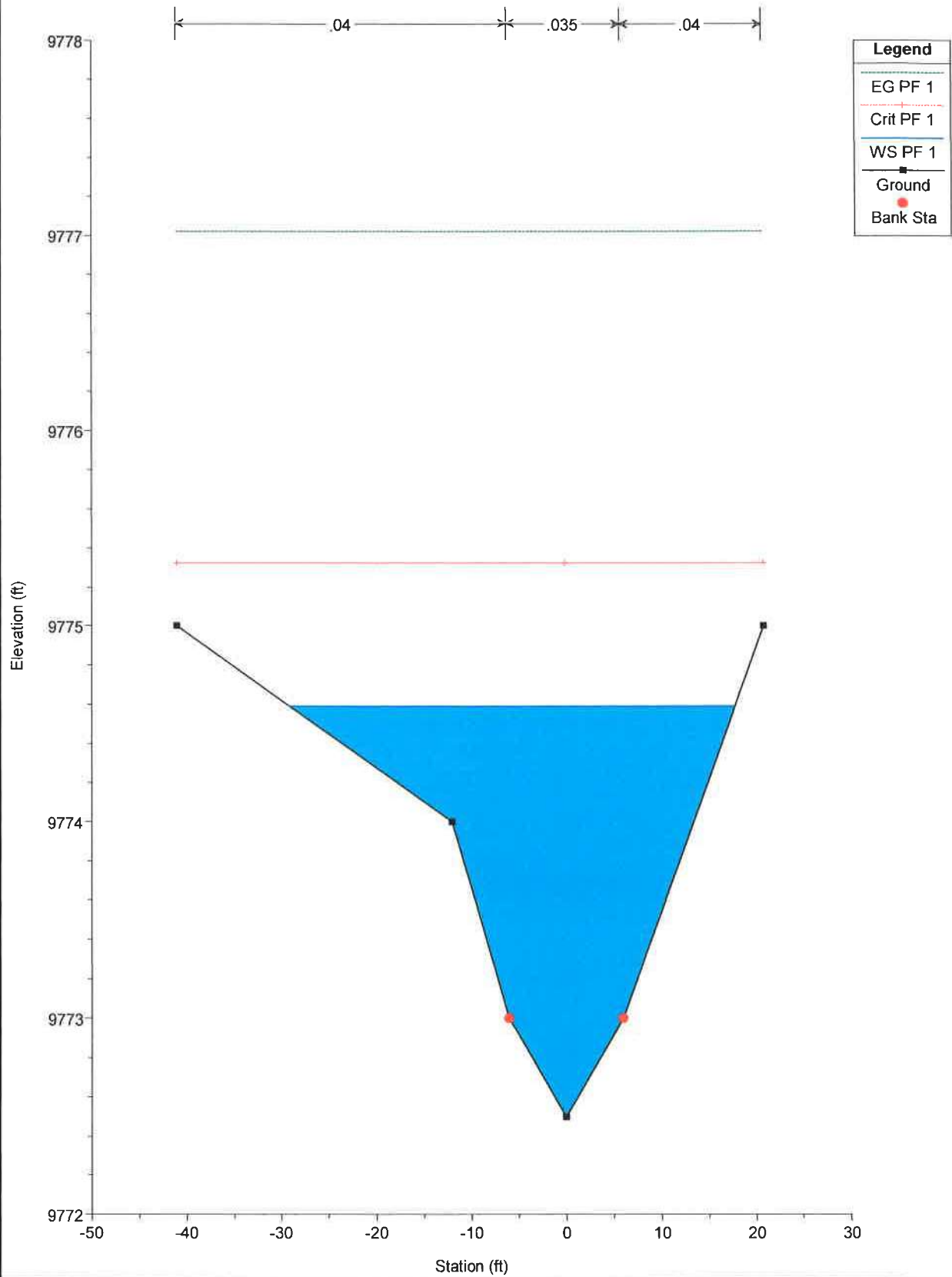




Cole Ranch Lot 6 - Minnie Gulch Plan: Plan 01 5/19/2022



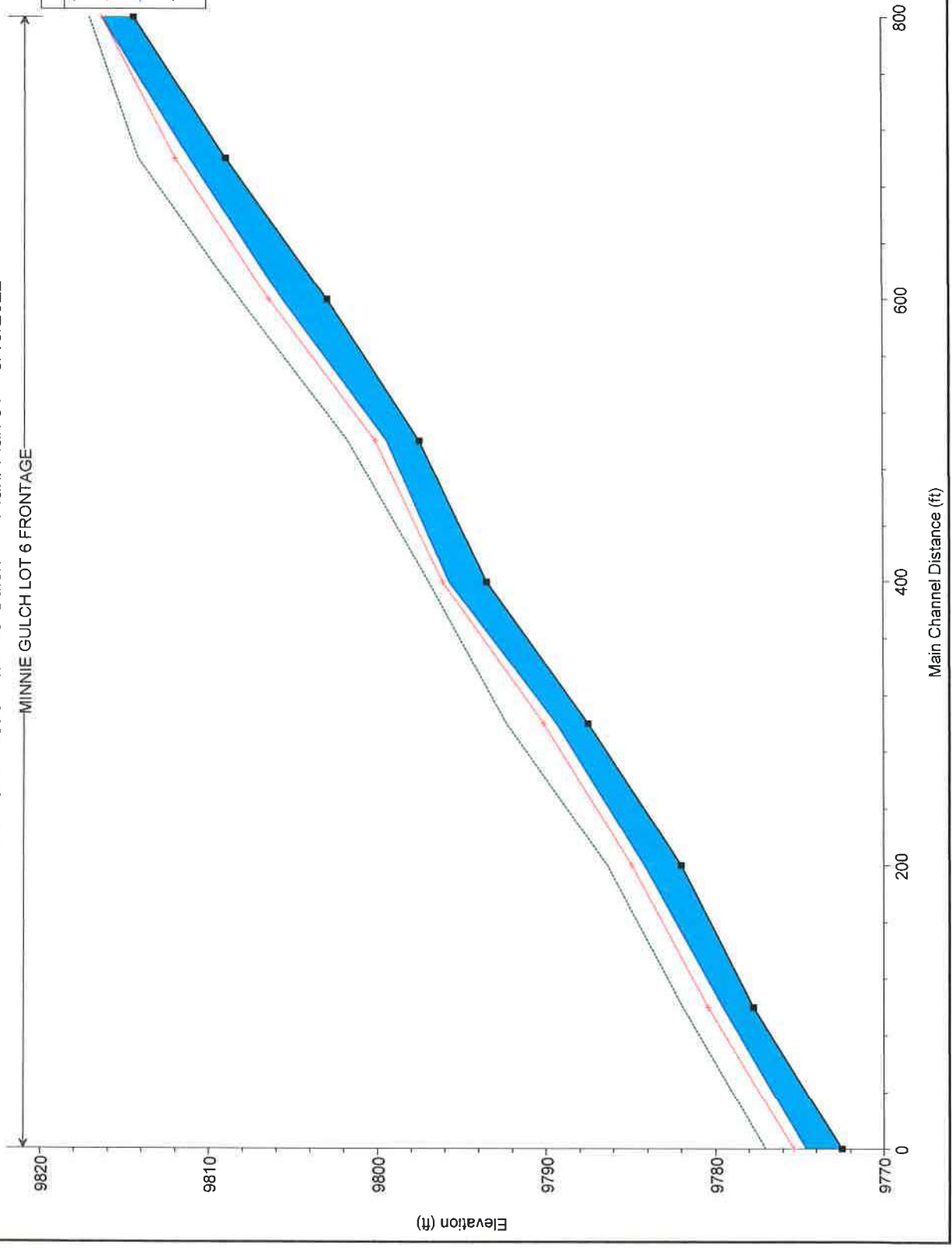
Cole Ranch Lot 6 - Minnie Gulch Plan: Plan 01 5/19/2022

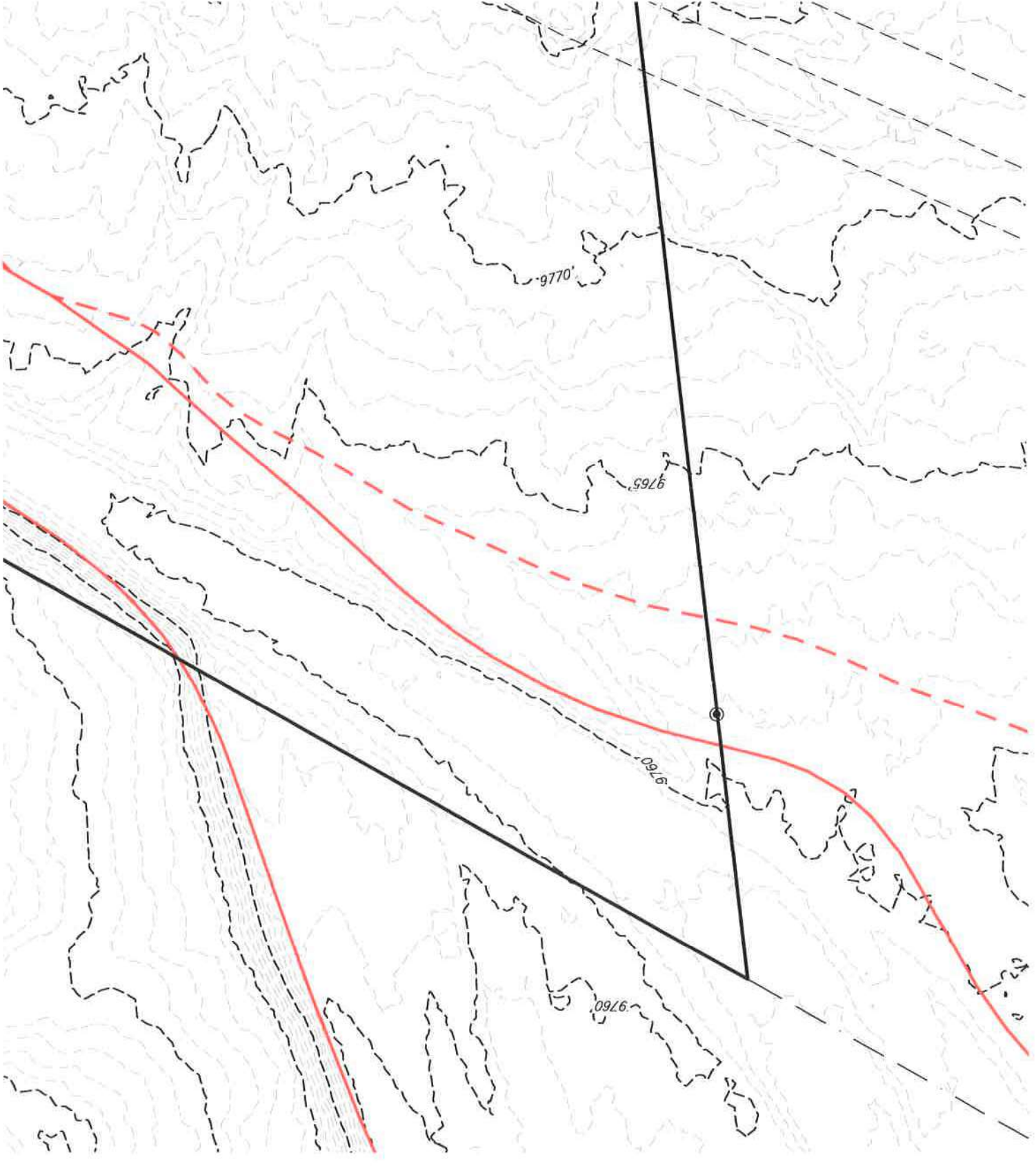


Cole Ranch Lot 6 - Minnie Gulch Plan: Plan 01 5/19/2022

MINNIE GULCH LOT 6 FRONTAGE

Legend	
EG PF 1	—
Crit PF 1	---
WS PF 1	---
Ground	■





Engelhardt Environmental, LLC.

May 25, 2022

PROPERTY: Lot 6, Cole Ranch, Silverton, CO

PROPERTY OWNER: Cary and Tammy Clark

To Whom It May Concern:

This purpose of this letter is to confirm that a site and soil evaluation for the above referenced property was conducted on May 6, 2022 as per San Juan Basin Public Health protocol for OWTS permitting. At the time of site visit, I evaluated two soil profile pits and determined that the soil is suitable and site conditions conducive for construction of a new OWTS. Both soil profile pits were excavated on the west side of County Road 2; the first pit was lower in elevation than the second one. If the soil treatment area is constructed in the vicinity of the first pit, a siphon could be utilized, and if constructed in the vicinity of the second pit, a pump would be required to establish uniform pressure distribution (based on the soil type). Either scenario would work but I would prefer the latter and it is my understanding that the client agrees.

Once I receive a site plan and SJBPH OWTS permit application number from Mr. and Mrs. Clark, plans will be drawn up for formal SJBPH submittal.

Please contact me with any questions you may have regarding this matter.

Sincerely,



Chad Engelhardt
Engelhardt Environmental, LLC.

December 31, 2021

Cary Clark
450 Ranch Road 1
Albany, Texas 76430
Email: cary@swttx.com
Contact phone # 817-313-4491

RE: Results Letter - Initial Site Assessment for Aquatic Resources for Lot 6, Cole Ranch Subdivision, 4465 County Road 2 Silverton, Colorado 81433

Dear Cary:

This results letter summarizes the findings of the aquatic resource assessment conducted by me on December 7, 2021 to determine whether any potentially jurisdictional wetlands or waters of the U.S. are present within the proposed access and building envelopes of the Lot 6 Cole Ranch Subdivision property in Silverton, Colorado (refer to Figures 1 and 2). Based on my assessment, there do not appear to be any potentially jurisdictional wetlands or waters of the U.S. along the proposed access alignment or building envelope depicted in the attached figures. Because the assessment was completed during the winter with partial snow cover, a follow-up assessment in the spring may be prudent.

Methodology

Before the site visit, I reviewed geographic information systems (GIS) data available from the National Hydrologic Dataset (NHD), National Wetlands Inventory (NWI), and the USDA Web Soil Survey. These GIS resources map the presence/absence of hydrologic features, wetlands, and hydric soils specific to the assessment area.

An on-site field review was conducted on December 7, 2021, to verify data collected from the desktop review. The review was limited to the approximately 3-acre assessment area (refer to Figures 1 and 2). As is evident in Photo 1 and Photo 2, the field review was hindered by some snow cover in the assessment area.

Results

The assessment area supported an overstory of a mixed conifer forest and associated upland shrubs, forbs, and graminoids. The dominant overstory species included blue spruce (*Picea pungens*) and white fir (*Abies concolor*). There were no historical low topographic areas that would support hydrology within the assessment area. The site is oriented with generally western aspects with slopes ranging from 5-8 percent. Due to the slope, upland topographic position, and elevation of the assessment area, the site generally drains west to the Animas River Corridor.

The NWI mapped approximately 5 acres of Forested/Shrub Riparian (Rp1SS), Riverine habitat (R3UBG), and Freshwater Forested/Shrub Wetland habitat (PSS1A) (see attached Figure 1. NWI/Soils Map) within Lot 6 but outside the assessment area. The mapped wetlands include the perennial channels and riverine habitat of the Animas River to the west and Pole Creek to the south. There were no drainage channels mapped by the NHD through the assessment area. The soil survey documented "Howardsville gravelly loam, 1 to 6 percent slopes" soil unit across the Lot, which is considered hydric soil. While hydric soils are mapped across the Lot, the assessment area did not support hydric vegetation, which is a prerequisite for a jurisdictional wetland.

Based on this desktop and field review, there do not appear to be any potentially jurisdictional wetlands or waters of the U.S. present along the proposed access alignment or building envelope depicted in the attached figures. With that said, there was partial snow cover on the ground during the field review. As such, a follow-up assessment in the spring may be prudent.

Thank you for contacting Ecosphere Environmental Services, Inc. for this assessment. Please feel free to contact me if you have any questions regarding the results of my assessment.

Sincerely,



Julia Hanson
Botanist/Wetland Specialist

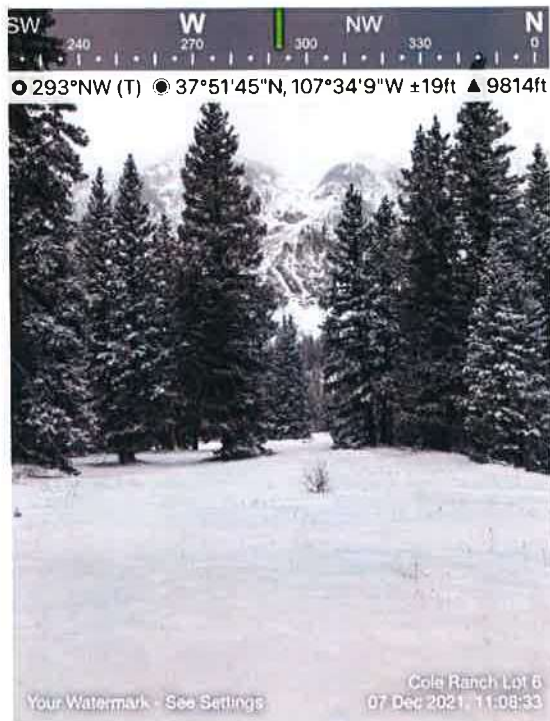


Photo 1. Looking west at the proposed access road within the project area



Photo 2. Looking west at the proposed building envelope within the project area

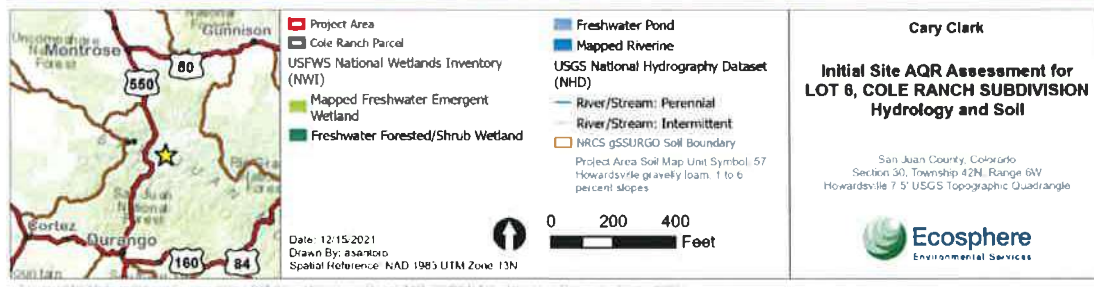
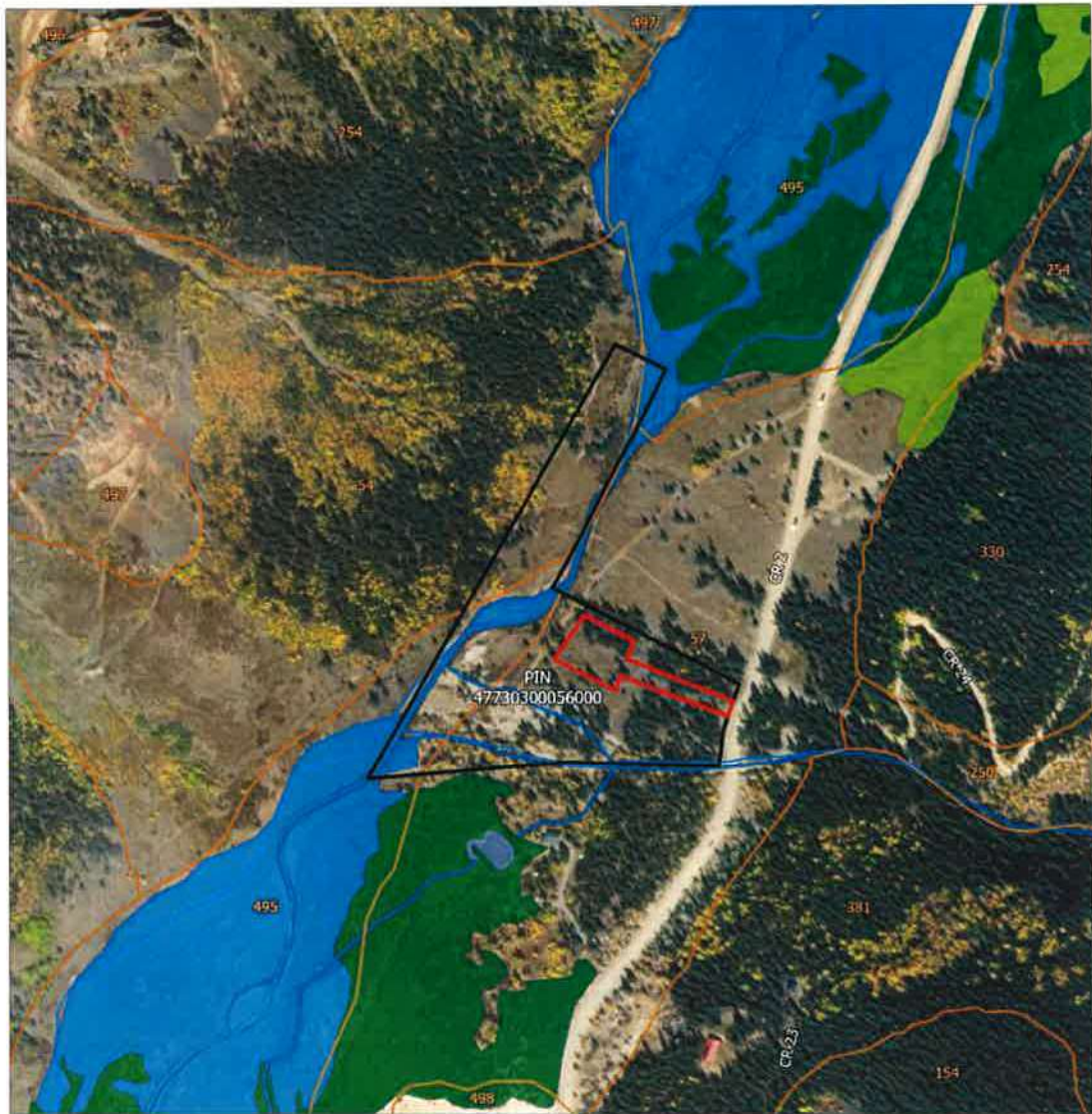


Figure 1. NWI/Soils Map

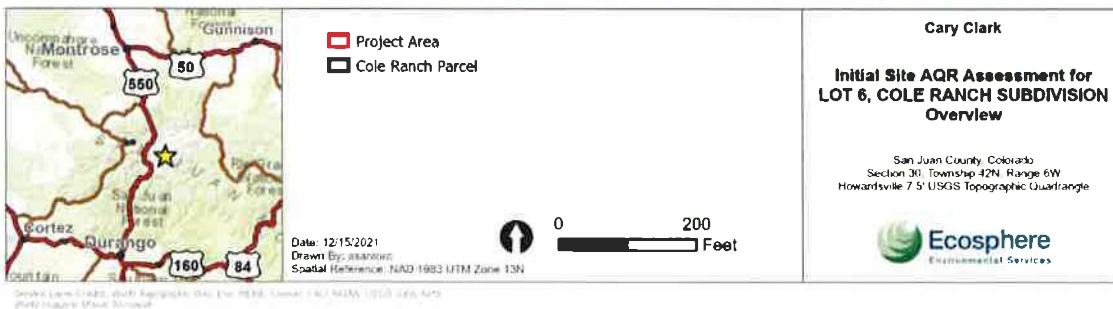


Figure 2. Project Boundary Map



**COLE RANCH SUBDIVISION
DEED RESTRICTIONS**

1. Structural foundations shall be designed by a professional structural and/or geotechnical engineers to determine the amount and variability of the load bearing capacity and expansive nature of the debris fan deposits.
2. The portions of lots 1-5 lying west of County Road 2 are limited to outbuildings with an aggregate of 1500 square feet per lot.
3. An erosion control plan shall be required as a condition of any improvements or use permit issued by San Juan County.
4. Structures shall be constructed within the building envelopes. Only one residential unit can be constructed per lot.
5. Site grading and drainage shall be designed to move water away from structures and should be performed in a manner that does not substantially change existing natural drainage patterns.
6. No buildings shall be constructed within 50 feet of the centerline of Minnie Gulch Creek.
7. A satellite phone, or operable cellular phone must be available at each home site until a landline is available.
8. Trees shall not be removed within 25 feet of the base of the slope.
9. All driveways shall require access permits to be issued by San Juan County.

Merlin Schaefer _____ Sandra Ippolite _____
 STATE OF COLORADO }
 COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2001 by Merlin Schaefer and by Sandra Ippolite.

Witness my hand and official seal.

My Commission Expires: _____
 Notary Public
*Registered with
 San Juan County*

State of Colorado

County of San Juan

Filed to record this

Record No. 141295

8th day of Aug. 2001 3:28 PM

Sanatly A. Zamoni, Recorder

2001 CC&RS

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
COLE RANCH SUBDIVISION
SAN JUAN COUNTY, COLORADO**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COLE RANCH SUBDIVISION, is made as of the 5th day of July, 2001 by COLE RANCH SUBDIVISION, a company with offices % Karen Buck, Esquire, 144 W. 11th Ave., Denver, CO 80204 ("Declarant"). The Board of Directors shall consist of Merlin Schaefer and Sandra Ippolite, each having one-half authority to exercise terms and conditions of this agreement.

Article 1

Submission; Defined Terms

Section 1.01. Submission of Property. Declarant hereby declares that all of the Property described in Exhibit "A" shall be held or 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 Property and be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each Owner hereof.

Section 1.02. Defined Terms. Each capitalized term not otherwise defined in this Declaration or in the plat or map shall have the meanings specified or used in the Act.

Article 2

The Association

Section 2.01 Authority. The business affairs of the Subdivision shall be managed by the Association. The Association shall be governed by its Bylaws, as amended from time to time.

Section 2.02. Powers. The Association shall have all powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Subdivision.

Section 2.03. Declarant Control. The Declarant shall have all the powers to appoint and remove officers and members of the Executive Board (referred to herein as the "Board of Directors").

Article 3

Units

Section 3.01. Number of Units. The maximum number of Units (Sometimes also referred to herein as "Lots") in the Subdivision will be six (6) units consisting of individual platted lots.

Section 3.02. Unit Boundaries. The lot identification numbers and boundaries of each of the lots are located as shown on the plat recorded in the Office of the Clerk and recorded in San Juan County, Colorado.

Section 3.03. Subdivision. No unit may be partitioned, separated or subdivided into two or more parcels.

Article 4

Bylaws and Articles

Section 4.01. Formation of Association. The Association shall be a non-profit association to be known as COLE RANCH ASSOCIATION. Declarant has the exclusive right to incorporate the Association. The Association shall have only the powers and duties prescribed by this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted, for any reason, so as to be inconsistent with this Declaration. If there is an inconsistency, the provisions of this Declaration shall control over the inconsistent provisions of the Articles and Bylaws.

Section 4.02. Powers and Duties. Subject to the restrictions and limitations contained in this Declaration, in conducting its business, the Association shall have the same powers and duties as a private person under the law of Colorado including, without limitation the following:

- (a) The Association may enter into contracts and transactions.
- (b) The Association may maintain such insurance as the Board determines is prudent under the circumstances.
- (c) The Association shall have the right to take whatever steps are necessary, as determined by the San Juan County weed control agent, to spray and otherwise control noxious weeds on any part of the Property.
- (d) The Association shall have the right to levy and collect assessments and expend funds as provided herein.
- (e) The Association shall have the right to do such other things as are expressly authorized in this Declaration, for the Association, the Board, or any committee to perform, as well as such things as are reasonably or proper for, or incidental to, the exercise of such express powers and duties.

- (f) The Association shall have the right to accept properties, improvements, rights and interests that may be conveyed. Leased, assigned or transferred to the Association.
- (g) The Association shall have the right to sue.
- (h) The Association shall perform the functions and discharge the obligations delegated to or imposed upon the Association, the board, or any committee of either.

Section 4.03. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors of at least two (2) but not more than four (4) members and such officers as the Board may elect or appoint in accordance with the Articles and Bylaws. Unless a specific provision of the Declaration expressly permits or requires the members of the Association to take action, all actions and business of the Association shall be conducted exclusively by the Board and the Association officers and agents appointed or elected by and acting under the direction of the Board, and actions taken by the Board, the officers and agents shall not be subject to review by the members. The initial Board shall consist of Merlin Schaefer and Sandra Ippolite. The terms of the Board may be staggered. If terms are not staggered, Board members shall serve a term of two (2) years and may be appointed or elected to successive terms. After Turnover Date, Board members shall be elected by the members of the Association, using cumulative voting, and each Board member shall be an Owner, beneficiary, or trustee of, or partner in, an Owner of a Lot. The Board may also appoint various committees and may appoint a manager who shall be responsible for the day-to-day operation of the Association, subject to the direction of the Board. The Board shall determine the compensation to be paid to the manager. The Board may also hire such employees as may be needed to carry out the Association's duties and may also retain the services of professional advisers, such as engineers, architects, accountants and attorneys to advise the Board with respect to the business of the Association.

Section 4.04. Turnover Date. The period of Declarant control terminates no later than the earlier of:

- (1) 90 days after conveyance, to Unit Owners other than the Declarant, of seventy-five percent of the Units that may be created.
- (2) Two years after the Declarant has ceased to offer the Units for sale.
- (3) Ten years after the first Unit is conveyed to Unit Owner other than Declarant.

The Declarant may voluntarily surrender the right to appoint and remove officers and Directors of the Executive Board before termination of the period of the Declarant control.

Section 4.05. Personal Liability. No member of the Board or of any committee of the Association shall be personally liable to any Owner, or any other person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, or any representative or employee of the Association, or any committee member or officer of the Association; provided, however, the limitations set forth in this Section shall not apply to any person who has engaged in wanton, willful or intentional misconduct or act or omission. All officers and members of the Board are required to exercise the care required of fiduciaries of the Unit Owners in the performance of their duties. The Association shall be entitled to indemnify its members, directors, officers, employees and agents to the full extent permitted by law.

Article 5

Membership and Voting

Section 5.01. Membership. Every Owner, including Declarant, shall be a member of the Association. An Owner shall remain a member of the Association until such time as he or she ceases to be an Owner, at which time his membership in the Association shall automatically cease. Ownership of a Unit shall be the sole qualification and criterion for membership. Membership shall be appurtenant to and may not be separated from ownership of any Unit. A membership in the Association shall not be transferred, pledged or alienated in any way except on the sale of such Unit and then only to the purchaser, or by intestate succession, testamentary disposition, trustee's sale, foreclosure of mortgage of record, or other legal process. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event an Owner fails or refuses to transfer the membership registered in his name to the purchaser of such Unit, the Association shall have the right to record the transfer upon the books of the Association and thereupon the old membership outstanding in the name of the Seller shall be null and void as though the same had been surrendered. Each Owner shall be entitled to one membership in the Association with the exception of Lot 6 which will have two memberships. If a Unit is owned by two or more persons in joint tenancy, tenancy in common, or as a community property or other form of joint ownership, the membership as to such Unit shall nevertheless be a single membership, and the joint Owners designate to the Association, in writing, the person who shall have the power to vote the membership. In the absence of such a designation, and until such designation is made, the Board shall make the designation. No certificates of membership shall be issued, and memberships shall be evidenced by an official list of Owners kept by the Association.

5.02 Number of Votes. Each Owner of a Unit shall have one (1) vote in the Association for each Unit owned with the exception of Lot 6 which will have two votes.

5.03 Suspension of Voting Rights. No Owner shall be entitled to exercise any voting rights in the Association during any period in which the Owner is delinquent in the payment of any Assessment.

Article 6

Covenant for Assessments

Section 6.01. Purpose of Assessments. The assessments levied by the Association through its Board of Directors shall be used generally for the purposes of promoting the health, safety and welfare of the residents in the Subdivision as determined by the Board of Directors. Without limitation, said assessments shall be used as follows:

- (a) Maintenance, repair, snow removal, weed control and improvement of any common road, driveway, fence or drainage ditch within the Property of the Subdivision.
- (b) Maintenance and cutting, trimming, fertilizing and general upkeep of any areas within the Property and
- (c) Maintenance and repair of common utility systems or improvements, and all expenses related thereto, including maintenance of fire protection system plan benefitting the Property or any part thereof and
- (d) Maintenance and general upkeep of any waterways within or contiguous with the Property or any part thereof and
- (e) All costs and expenses pertaining to the operation of the Association and
- (f) Any other purpose approved by a majority vote of all members of the Association.

Section 6.02 Annual Assessment/Commencement Expense Assessments. The Expense Assessment shall be made on an annual basis against all Units and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such assessment year.

Section 6.03. Effect of Non-Payment of Assessments. Any assessments, charge or fee provided in this Declaration, or any other installment thereof, which is not fully paid within ten (10) days after the date due thereof shall bear interest at the rate of eighteen (18%) percent per annum, or such other rate as determined by the Board of Directors, and the Association may assess a late charge thereon.

Further, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue assessments, charges or fees or other installments thereof, and may also proceed to foreclose its lien against Such Owner's Unit. An action at law or in equity by the Association against an Owner to recover a money judgement for unpaid assessments, charges, or fees or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving, the Association's lien therefore. In any such action, the Association shall be entitled to recover its costs and attorneys fees.

Section 6.03. Working Fund. The Association or Declarant shall require the first Owner of each Unit (other than Declarant) to make a non-refundable payment to the Association in an amount equal to the annual Expense Assessment against that Unit in effect at the closing thereof, which sum shall be held, without interest, by the Association at the time of closing of the sale by Declarant of each Unit, as aforesaid, and shall be maintained for the use and benefit of the Association. Such payment shall not relieve the Owner from making regular payments of assessments as the same become due. Upon the transfer of a Unit, an Owner shall be entitled to a credit from his transferee for any unused portion of aforesaid working fund.

Article 7

Architectural Review Committee

Section 7.01. Approval of Plans.

- (a) No structure or dwelling of any kind ("Improvement") shall be commenced, erected or maintained within any portion of the Property unless and until detailed plans and specifications (including site plans) showing the proposed vegetation impacts; construction zone limits; nature; location; identity; type; and quality of proposed materials; size; area; height; color; shape; and design of the proposed Improvements, as well as any other matters required by this Declaration, as approved by the Architectural Committee.
- (b) All requests for Architectural Review Committee approval shall be submitted in writing, together with the plans, specifications and/or such other information as the Committee may reasonably request, at least forty-five (45) days prior to the date on which construction is to commence. All permanent structures shall be constructed within the Building Envelope as shown on the recorded Plat. In the event the Committee fails to approve or disapprove the proposed construction within forty-five (45) days after receipt of a written request prepared and submitted in accordance with the requirements hereof, then in such an event, approval shall be deemed to have been given; provided however that in no event shall the design, location and kind of materials and the structure to be built on said Unit violate any of the covenants, conditions and restrictions contained in this Declaration.

- (c) All structures should be located to limit visual impacts to neighbors and the public as much as possible. Buildings should be placed avoiding ridge lines and using natural topography to place buildings out of sight from the highway, roads and other buildings.
- (d) The Architectural Committee shall consist of not less than two (2) individuals to be appointed from time to time by Declarant until such time as COLE RANCH PROPERTY OWNERS ASSOCIATION is transferred to the voting members as provided hereof. Thereafter, the Architectural Committee shall be appointed by the Board of Directors of Association. The Board of Directors of the Association may establish reasonable processing fees to defray the cost of the Architectural Committee in considering any requests for approval submitted to it. The appropriate fee shall be paid at the time the request for approval is submitted.

Section 7.02. Appeal to Board. Any Owner or Occupant dissatisfied by a decision of the Architectural Committee may appeal the decision to the Board in accordance with procedures established by the Board. If the decision of the Architectural Committee is overruled by the Board on any issue or question, the prior decision of the Architectural Committee shall be deemed modified to the extent specified by the Board. As a last resort, arbitration acceptable to both parties may be employed. Cost of arbitration to be paid by applicant.

Section 7.03. Compensation; Delegation. Unless authorized by the Board, the members of the Architectural Committee shall not receive any compensation for services rendered. All members shall be entitled to reimbursement from Association funds for reasonable expenses incurred by them in connection with the performance of any Architectural Committee function or duty. Professional consultants retained by the Architectural Committee shall be paid such compensation as the architectural Review Committee determines. The Architectural Committee may delegate its plan review responsibilities, except final plan approval, to one or more of its members or to architectural consultants retained by Committee. Costs of said consultants, where necessary, shall be paid by applicant.

Section 7.04. Non-Liability. Neither the Association, the Board members, Declarant, nor any member of the Architectural Committee shall be liable in damages to anyone submitting plans to them for approval or to any Owner or other person by reason of mistake in judgement, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans submitted to the Architectural Committee and each Owner or other person submitting plans agrees, by submission of such plans and specifications, that he or she will not bring any action or suit against the Architectural Committee, any member thereof, the Association, the Board members, or Declarant to recover damages. Approval by the Architectural

Committee, any member thereof, the Board or Declarant shall not be deemed to be a representation or warranty that the Owner's plans or specifications or the actual construction of an Improvement complies with applicable governmental ordinances or regulations, including, but not limited to, zoning ordinances and local building codes. It shall be the sole responsibility of the Owner or other person submitting plans to the Architectural Committee or performing and construction to comply with all such ordinances, regulations and codes.

Article 8

Declarant Retention of Ownership and Development Rights

Section 8.01. Ownership of Water and Minerals. Except as specifically conveyed to a Unit owner, the Declarant will retain ownership of all water, water rights, oil, gas, and coal and all other minerals located over, under, or through the Property. None of these ownership rights will be conveyed by the Declarant to the Association.

Section 8.02. Development Rights and Special Declarant Rights. The Declarant reserves the following Development Rights and other Special Declarant Rights for the maximum time limit allowed by law:

- (a) the right to complete or make improvements indicated on the plats or maps;
- (b) the right to develop, market and sell water related and mineral rights;
- (c) the right to maintain signs on the Property to advertise subdivision;
- (d) the right to establish access and utility easements on the Property as may be reasonably necessary for the purpose of exercising Declarant's ownership and development rights and discharging the Declarant's obligations under the Act and this Declaration
- (e) the right to promulgate rules and regulations for the operation and use of roads, water systems, sewage disposal systems, telephone systems, television systems, security systems, trash pickup and other services, limits on usage of on-site irrigation purposes and delivery of water to exterior landscaping; and
- (f) the right to appoint or remove any officer of the Association or any Director during the Declarant Control Period consistent with the Act.

Article 9

Restrictions on Use, Alienation and Occupancy

Section 9.01. Use and Occupancy Restrictions. Subject to the Development Rights and Special Declarant Rights reserved by the Declarant, the following use restrictions apply to all Units:

1. Single Family Residence: All of the platted Units in the Subdivision shall be known and described as single family residential lots and shall be used for residential purposes only. No gainful occupation, profession, trade or other nonresidential use shall be conducted on any Unit, and no person shall enter upon such a Unit for the purpose of engaging in such use or for the purpose of receiving products or services arising out of such usage.
2. Construction Materials: All structures on the Units within the Subdivision shall be of new construction and no building shall be moved from any other location onto any of the Units.
3. Temporary Residential Structure: No garage, outbuilding or other structure of any type whatsoever shall be erected on any of the Units until a dwelling shall have first been erected on said Unit or until a contract with a reliable contractor shall have been entered into for the construction of a dwelling on said Unit. No garage or other outbuilding shall be used for residential purposes until completion of the dwelling; provided, however, that this restriction shall not prevent the inclusion of guest or servant quarters in such garage or other outbuilding for the use of actual non-paying guests or for actual servants of the occupants of the main dwelling, but no such quarters shall be rented or used for income purposed unless in conjunction with the rental of the main dwelling. Such guest or servant quarters shall be limited to three (3) rooms and a bath.
4. Number of Structures: No structure shall be erected, altered, placed or permitted to remain on any of the Units in the Subdivision other than one (1) detached single family dwelling, guest house, private garage housing no more than three (3) cars in aggregate, and out-buildings as approved by the Architectural Committee and the San Juan County Building and Planning Departments (hereinafter referred to as "Approved Structures"). The total aggregate square footage of auxilliary garages, out-buildings and guest quarters cannot exceed 1500 sq. ft.
5. Building Envelopes: All Approved Structures on the Units within the Subdivision shall be located within the boundaries of the respective building envelope designated for each Unit as set forth and described on the recorded Plat.
6. Size of Dwelling House: No dwelling having a combined floor area of less than 2200 sq. ft. including walls proper of the house, attached guest house or servant quarter., but excluding open porches, pergolas, attached garage, or other similar

extensions or projections, shall be erected, permitted or maintained on any of the Units.

7. Roof Construction: The roof of each building erected, constructed or maintained on said Units shall be sloped, unless otherwise permitted by the Architectural Committee. The roof material shall be approved by the Architectural Committee prior to installation of such product.
8. Height of Walls and Fences: No side or rear fence and no side or rear wall (except the wall of the building construction on any of the Units shall be more than six (6) feet in eight, or of such lesser height as may be required by the Colorado Department of Wildlife.
9. Resubdivision: None of the Units in the Subdivision shall be re-subdivided into smaller Units nor conveyed in less than the full original dimensions of such Units as shown by the Plat.
10. Parking and Storage: Parking and storage of any type of recreational vehicles, including boats, campers and motor homes or trailers, must be in an enclosed garage so as not to be visible from any other Unit. In no case may more than three (3) vehicles be stored on any Unit.
11. Signs: No advertising signs except standard size residential "For Sale" signs which have been approved by the Architectural Committee, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any of the Units, nor shall the premises be used in any way for any purpose which may endanger the health of or unreasonably disturb the Owner of any Unit in the Subdivision.
12. Construction on Utility and Railroad Easements: No structure or any kind shall be erected, permitted or maintained on the easements for utilities and railroad easement as shown on the Plat of the Subdivision.
13. Landscaping: In order to preserve, insofar as possible, the present natural landscape existing in the Subdivision, growth shall not be destroyed or removed except as it is necessary for the construction of dwelling houses, connecting buildings to the dwelling houses and other structures permitted by this Declaration. No plants designated as "noxious weeds" by the San Juan or La Plata County weed patrol agent may be planted anywhere on the Property. All landscaping plans for any Unit must be submitted to and approved by the Architectural Committee.
14. Owner Maintenance: The Owner of each Unit shall, at such Owner's expense, maintain all structures on such Owner's Unit in good condition and repair, and shall, except as otherwise expressly provided herein, maintain all landscaping installed pursuant to a duly approved site plan. No improvement on any Unit shall

be permitted to fall into disrepair, and each Improvement shall, at all times, be kept in good condition and repair and adequately painted or otherwise finished. If any Improvement is damaged or destroyed, such Improvement shall be immediately repaired or rebuilt (after the approvals required by this Declaration have been obtained) or shall be demolished and rubbish from demolition to be immediately removed from Property. In the event of demolition, it is Unit Owner's responsibility to landscape Property in a timely fashion to as near as possible condition of Property before any Improvements were made on Unit.

15. **Animals:** No animal, other than dogs and cats, shall be maintained on any Unit. In no case shall any Unit house more than either three (3) cats or three (3) dogs. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance. The Board shall have the right, in its sole and absolute discretion, to determine what is an unreasonable amount of noise or whether a particular animal is a nuisance, and the determination of the Board shall be final and conclusive. Structures for the care, housing or confinement shall be maintained so as to be screened from view of neighboring properties. The one exception is for horses. Each home may maintain one horse per acre.
16. **Wildlife:** Unit owners have a responsibility to exercise reasonable care and diligence to avoid the loss and minimize the damage to wildlife frequenting the Property. Pets must not be allowed to harass wildlife. Ornamental trees and shrubs selected for landscaping should be chosen from those less desirable to big game to browse on.
17. **Variances:** The Board may, at its sole discretion and in extenuating circumstances, grant variances from the restrictions set forth in this Declaration if the Board determines, in its sole discretion:
 - (a) That either enforcement of a particular restriction would create a substantial hardship or burden on an Owner or Occupant, or a change of circumstances since the recordation of this Declaration has rendered such restriction obsolete and
 - (b) That the activity permitted under the variance will not have any substantial adverse effect on the Owners and occupants within the Subdivision and is consistent with the high quality of life intended for residents of the Subdivision and:
 - (c) That the variance will not conflict with applicable governmental ordinances or regulations.
18. **Antennae:** No exterior radio, television, satellite or other antennae or antennae dish or signal capture or distribution device in excess of 24 inches in diameter shall be permitted or installed on any Unit.

- 19. Wood Burning Devices: All solid fuel or wood burning stoves and devices, including fireplaces, shall comply with any rules and regulations implemented and in effect by any federal, state or local entity.
- 20. Drainage: No Unit shall do or permit any work, construction of improvements or do any landscaping which shall alter or interfere with the natural drainage or the Property, except to the extent the same is approved by Board of Directors.
- 21. Completion of Construction: All construction, reconstruction, alterations or improvements, approved by the Board of Directors, shall be pursued diligently through completion and shall be completed within eighteen (18) months of commencement thereof.
- 22. Noise: No exterior horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Improvements on any Unit, shall be placed or used on any Unit.
- 23. Nuisance: No obnoxious or offensive activity shall be carried on within the Property, nor shall anything be done or permitted which shall constitute a public nuisance. No noise or other nuisance shall be permitted to exist or operate upon the Property so as to be offensive or detrimental to any other part of the Property or its Owners or Occupants.
- 24. Hazardous Activities: No activities shall be allowed or conducted on the Property which are or might be unsafe or hazardous to any person or property. Such hazardous activities include, but are not limited to fireworks, firearms, bow and arrows, explosives, air or pellet guns or any similar devices.
- 25. Maintenance and Repair: If the Unit Owner fails to maintain his or her Unit, or any part thereof or Improvements thereon, in good repair, the Board of Directors may give the Owner written notice of the needed maintenance or repair. If said maintenance or repair is not completed by Owner within forty-five (45) days of the mailing of such notice, the Board of Directors, at its option, may obtain and injunction against the Owner to force completion of the needed work. In the alternative, the Board of Directors may contract with a third party for the needed work and assess the cost of same against the Owner pursuant to the assessment provisions contained within.
- 26. Utilities: With respect to development by Owners of any unit, all domestic water, sewage disposal, electrical, telephone, TV lines and other utility pipes or lines shall be buried underground and shall not be carried on overhead poles or above the surface of the ground. Any area of natural vegetation or terrain distured shall be re-vegetated.

Section 9.02. Restrictions on Alienation. A Unit may not be conveyed pursuant to a timesharing arrangement. A Unit may not be leased or rented for a term of less than 60

days. All leases and rental agreements shall be in writing and subject to the reasonable requirements of the Board of Directors.

Article 10

Easements and Licenses

Section 10.01. Recording Data. All easements and licenses to which the Subdivision is presently subject are recited on the recorded Plat. In addition, the Subdivision may be subject to other easements or licenses granted by the Declarant pursuant to Section 8.02 in this Declaration.

Article 11

Enforcement

Section 11.01. Rights of Enforcement. Declarant, any Owner, and the Association each shall have the right to enforce the provisions of this Declaration. In addition, the Association and Declarant shall each have the right to enforce the provisions of any other instrument which, by its terms, indicates that the provisions of such instrument were intended to be enforced by the Declarant or by the Association. Enforcement shall be by suit at law or in equity (for damages or injunctive relief); however, nothing contained in this Declaration shall be construed as indicating that damages are an adequate remedy. Additionally, the Association shall have the further enforcement rights, powers, and remedies set forth in this Declaration.

Article 12

Term; Amendments; Termination

Section 12.01 Term; Method of Termination. This Declaration shall be effective upon the date of recordation and, as amended from time to time, shall continue in full force and effect for a term of fifty (50) years from the date this Declaration is recorded. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Owners holding at least ninety percent (90%) of total voting power in the Association at an election held for such purpose. No vote for termination shall constitute an automatic ten year extension. If necessary votes and consents are obtained to terminate these covenants, the Board shall cause to be recorded a Certificate of Termination, duly signed and acknowledged by all members of then Board of Directors. Thereupon, this Declaration shall have no further force and effect, and the Association shall be dissolved.

Section 12.02. Amendments. This Declaration may be amended by the affirmative vote of Unit Owners holding at least seventy-five percent (75%) of the total voting power in the Association at a meeting of the Association. This Declaration may be amended by

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recording a Certificate of Amendment, duly signed by all members of the Board of Directors.

Article 13

Miscellaneous

Section 13.01. Interpretation of the Covenants. Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions of this Declaration shall be final, conclusive and binding as to all persons and property benefitted or bound by the provisions of this Declaration.

Section 13.02. Severability. Any determination by any Court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions of this Declaration, and such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable.

Section 13.03. Limitation on the Declarant's Liability. Notwithstanding anything to the contrary herein, it is expressly agreed that Declarant shall have no personal liability to the Association, or to any Owner, Occupant or other person, arising under, in connection with, or resulting from this Declaration, except as specifically required by the Act.

Section 13.04. Referenced to Covenants in Deeds, Binding Effect. Deeds to and instruments affecting any Unit or any part of the Property may contain the provisions of this Declaration by reference to this Declaration; but regardless of whether any such reference is made in any deed or instrument, each and all of the provisions in this Declaration shall run with and burden the Property and each portion thereof and be binding upon each Owner and Occupant and all other parties having any right, title or interest in, or otherwise coming upon, using, or enjoying the Property, their heirs, personal representatives, executors, administrators, successors, and assigns.

Section 13.05. Notices. Such notices as deemed necessary by the Association shall be deemed satisfactory if notices are sent by registered mail to Owners of Units. This shall not, however, prohibit satisfaction of any notice requirement in any other manner that Association deems fit.

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
COLE RANCH SUBDIVISION
SAN JUAN COUNTY, COLORADO**

AMENDED VERSION AS RECORDED AS OF JANUARY 1st 2020

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COLE RANCH SUBDIVISION, is made as of the 5th day of July, 2001 by COLE RANCH SUBDIVISION, a company with offices% Karen Buck, Esquire, 144. W. 11th Ave., Denver, CO 80204. The Board of Directors shall consist of Merlin Schaefer and Sandra Ippolite, each having one-half authority to exercise terms and conditions of this agreement. **Now amended as of January 1st 2020 by the majority land owners and current association of property owners by 75% vote of the titled landowners per section 4.04.**

Article 1

Submission; Defined Terms

Section 1.01. Submission of Property. Declarant hereby declares that all of the Property described in Exhibit "A" shall be held or 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 Property and be binding on all parties having any rights, title or interest in the Property or any part thereof; their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each Owner hereof.

Section 1.02. Defined Terms. Each capitalized term not otherwise defined in this Declaration or in the plat or map shall have the meanings specified or used in the Act.

Article 2

**The majority of
deeded land
owners or as
named within as
the
"Association"**

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Page 1 of 15
SAN JUAN COUNTY, COLORADO
LADONNA L. JARAMILLO, RECORDER
02-18-2020 07:56 AM Recording Fee \$83.00

Section 2.01 Authority. The business affairs of the Subdivision shall be managed by the Majority vote of the land owners ("The Association"). The land owners shall be governed by its Bylaws, as amended from time to time. **This revision is to reflect an amended January 1st 2020 date record.**

Section 2.02. Powers. The majority of land owners via any majority vote shall have all powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Subdivision.

Section 2.03. Declarant Control. By virtue and amendments declared as of January 1st 2020, the majority vote of land owners shall have all the powers.

Article 3

Units

Section 3.01. Number of Units. The maximum number of Units (Sometimes also referred to herein as "Lots") in the Subdivision will be six (6) units consisting of individual platted lots.

Section 3.02. Unit Boundaries. The lot identification numbers and boundaries of each of the lots are located as shown on the plat recorded in the Office of the Clerk and recorded in San Juan County, Colorado.

Section 3.03. Subdivision. No unit or lot may be partitioned, separated or subdivided into two or more parcels.

Article 4

Bylaws and Articles

Section 4.01. Formation of Association. The Association consisting of the deeded land owners shall be a non-profit association to be known as COLE RANCH ASSOCIATION and has the exclusive right to incorporate the Association. The Association shall have only the powers and duties prescribed by this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted, for any reason, so as to be inconsistent with this declaration.

Section 4.02. Powers and Duties. Subject to the restrictions and limitations contained in this Declaration, in conducting its business, the Association shall have the same powers and duties as a private person under the law of Colorado including, without limitation the following:

- (a) The Association may enter into contracts and transactions.
- (b) The Association may maintain such insurance as the Board determines is prudent under the circumstances.
- (c) The Association shall have the right to take whatever steps are necessary, as determined by the San Juan County weed control agent, to spray and otherwise control noxious weeds on any part of the Property.
- (d) The Association shall have the right to levy and collect assessments and expend funds as provided herein.
- (e) The Association shall have the right to do such other things as are expressly authorized for the Association, or for any committee to perform, as well as such things as are reasonably or proper for, or incidental to, the exercise of such express powers and duties.

- (f) The Association shall have the right to accept properties, improvements, rights and interests that may be conveyed. Leased, assigned or transferred to the Association.
- (g) The Association shall have the right to sue.
- (h) The Association shall perform the functions and discharge the obligations delegated to or imposed upon the Association or any committee of either.

Section 4.03. Board of Directors and Officers. The affairs of the Association shall be conducted by the consensus of the majority of the land owners as amended **January 1st 2020** in accordance with the Articles and Bylaws. The initial Board shall consist of Merlin Schaefer and Sandra Ippolite. The terms of the Board may be staggered. If terms are not staggered, Board members shall serve a term of two (2) years and may be appointed or elected to successive terms. After Turnover Date which is the completed sale of all the lots 1-5, Board members shall be elected by the members of the Association, using cumulative voting, and each Board member shall be an Owner, beneficiary, or trustee of; or partner in, an Owner of a Lot. The Board may also appoint various committees and may appoint a manager who shall be responsible for the day-to-day operation of the Association, subject to the direction of the Board. The Board shall determine the compensation to be paid to the manager if any. The Board may also hire such employees as may be needed to carry out the Association's duties and may also retain the services of professional advisers, such as engineers, architects, accountants and attorneys to advise the Board with respect to the business of the Association.

Section 4.04. Turnover Date. The period of Declarant control terminates no later than the earlier of:

- (1) 90 days after conveyance, to Unit Owners other than the Declarant, of seventy-five percent of the Units that may be created.
- (2) Two years after the Declarant has ceased to offer the Units for sale.
- (3) Ten years after the first Unit is conveyed to Unit Owner other than Declarant.

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-Section 4.05. Personal Liability. No member of the Board or of any committee of the Association shall be personally liable to any Owner, or any other person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, or any representative or employee of the Association, or any committee member or officer of the Association; provided, however, the limitations set forth in this Section shall not apply to any person who has engaged in wanton, willful or intentional misconduct or act or omission. All officers and members of the Board are required to exercise the care required of fiduciaries of the Unit Owners in the performance of their duties. The Association shall be entitled to indemnify its members, directors, officers, employees and agents to the full extent permitted by law.

Article 5

Membership and Voting

Section 5.01. Membership. Every Owner, including Declarant, shall be a member of the Association. An Owner shall remain a member of the Association until such time as he or she ceases to be an Owner, at which time his membership in the Association shall automatically cease. Ownership of a Unit shall be the sole qualification and criteria for membership. Membership shall be appurtenant to and may not be separated from ownership of any Unit. A membership in the Association shall not be transferred, pledged or alienated in any way except on the sale of such Unit and then only to the purchaser, or by intestate succession, testamentary disposition, trustee's sale, foreclosure of mortgage of record, or other legal process. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event an Owner fails or refuses to transfer the membership registered in his name to the purchaser of such Unit, the Association shall have the right to record the transfer upon the books of the Association and thereupon the old membership outstanding in the name of the Seller shall be null and void as though the same had been surrendered. Each Owner shall be entitled to one membership in the Association with the exception of Lot 6 which will have two memberships. **(Amended January 1st 2020 to Lot 6 will have one equal vote)** If a Unit is owned by two or more persons in joint tenancy, tenancy in common, or as a community property or other form of joint ownership, the membership as to such Unit shall nevertheless be a single membership, and the joint Owners designate to the Association, in writing the person who shall have the power to vote the membership. In the absence of such a designation, and until such designation is made, the Board shall make the designation. No certificates of membership shall be issued, and memberships shall be evidenced by an official list of an Owner kept as the recorded owner as evidenced by the county assessor.

5.02 Number of Votes. Each Owner of a Unit shall have one (1) vote per unit owned in the Association for each Unit owned with the exception of Lot 6 which will have two votes **(amended January 1st 2020 to Lot 6 will have one equal vote)**. **In the event of ever a tie vote on any issue, an attorney licensed in the State of Colorado and non-related to any owner will be hired by the association for the tie breaking decision.**

5.03 Suspension of Voting Rights. No Owner shall be entitled to exercise any voting rights in the Association during any period in which the Owner is delinquent in the payment of any Assessment.

Article 6

Covenant for Assessments

Section 6.01. Purpose of Assessments. Any assessments levied by the Association shall be used generally for the purposes of promoting the health, safety and welfare of the residents in the Subdivision as determined by the majority of land owners. Without limitation, said assessments shall be used as follows:

- (a) Maintenance, repair, snow removal, weed control and improvement of any common road, driveway, fence or drainage ditch within the Property of the Subdivision.
- (b) Maintenance and general upkeep of any waterways within or contiguous with the Property or any part hereof and
- (c) All costs and expenses pertaining to the operation of the Association and signage.
- (t) Any other purpose approved by a majority vote of all members of the Association.

Section 6.02 Annual Assessment/Commencement Expense Assessments. The Expense Assessment shall be made on an annual basis against all Units and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such assessment year. The annual fee as of January 1st 2020 will be established at \$250.00 per lot. If any owner is delinquent more than 3 months (April 1st) on paying their dues their voting rights will be suspended until current with the association. Any back due fees will also be assessed in the event of a sale of any lot.

Section .6.03... Effect of Non- payment of Assessments. Any assessments, charge or fee provided in this Declaration, or any other installment thereof, which is not fully paid within ten (10) days after the date due thereof shall bear interest at the rate of eighteen (18%) percent per annum, or such other rate as determined by the Association and may assess a rate charge thereon.

Further, the Association may bring action at law or in equity, or both, against any Owner personally obligated to pay such overdue assessments, charges or fees or other installments thereof, and may also proceed to foreclose its lien against Such Owner's Unit. An action at law or in equity by the Association against an Owner to recover a money judgement for unpaid assessments, charges, or fees or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving, the Association's lien therefore. In any such action, the Association shall be entitled to recover its costs and attorney's fees.

Section 6.03. Working Fund. The Association shall require the Owner of each Unit to make a non-refundable payment to the Association in an amount equal to the annual Expense Assessment against that Unit in effect at the closing thereof, which sum shall be held, without interest, by the Association at the time of closing of the sale by Declarant of each Unit, as aforesaid, and shall be maintained for the use and benefit of the Association. Such payment shall not relieve the Owner from making regular payments of assessments as the same become due.

Article 7

Section 7.01. Approval of Plans.

- (a) No structure or dwelling of any kind ("Improvement") shall be commenced, erected or maintained within any portion of the Property unless and until detailed plans and specifications (including site plans) showing the proposed vegetation impacts; construction zone limits; nature; location; identity; type; and quality of proposed materials; size; area; height; color; shape; and design of the proposed Improvements, as well as any other matter required by this Declaration, as approved by San Juan County and as per San Juan County current building codes.
- b) All requests for San Juan County approval shall be submitted in writing, together with the plans, specifications and/or such other information as the County may reasonably request, at least forty-five (45) days prior to the date on which construction is to commence. All permanent structures shall be constructed within the Building Envelopes and or with the approval of San Juan County on the recorded Plats. This Declaration of Covenants will also be required to be supplied to the San County Commissioners along with any construction approvals, plans being presented and or prior to any approval of construction activity 45 days prior to construction to insure compliance.

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c) All structures should be located to limit visual impacts to neighbors and the public as much as possible. Buildings should be placed avoiding ridge lines and using natural topography to place buildings out of sight from the highway, roads and other buildings.

d)

Section 7.02. Appeal to Board. Any Owner or Occupant dissatisfied by a decision of the San Juan County Commissioners may appeal the decision to the Association in accordance with procedures. If the decision of the San Juan County Commissioners is over ruled on any issue or question, the prior decision shall be deemed modified to the extent specified by the Association. As a last resort, arbitration acceptable to both parties may be employed. Cost of arbitration to be paid by applicant.

Section 7.04. Non-Liability. Neither the Association, the Board members, Declarant, shall be liable in damages to anyone submitting plans for approval or to any Owner or other person by reason of mistake in judgement, negligence or non-finance arising out of or in connection with the approval or disapproval or failure to approve any plans submitted to San Juan County and each Owner or other person submitting plans agrees, by submission of such plans and specifications, that he or she will not bring any action or suit against any member thereof, the Association, the Board members, or Declarant to recover damages.

San Juan County Commission shall not be deemed to be a representation or warranty that the Owner's plans or specifications or the actual construction of an improvement complies with applicable governmental ordinances or regulations, including, but not limited to, zoning ordinances and local building codes. It shall be the sole responsibility of the Owner or other person submitting plans to or performing and construction to comply with all such ordinances, regulations and codes of San Juan County current codes.

Article 8

Declarant Retention of Ownership and Development Rights

Section 8.01. Ownership of Water and Minerals. Except as specifically Conveyed to a Unit owner, the property owner will retain ownership of all water, water rights, oil, gas, and coal and all other minerals located over, under, or through the Property.

Section 8.02. Development Rights and Special Declarant Rights. The majority property owners as agreed upon by majority voting reserve the following Development Rights and other Special Declarant Rights for the maximum time limit allowed by law:

- (a) the right to complete or make improvements indicated on the plats or Maps.
- (b) the right to develop, market and sell water related and mineral rights;
- (c) the right to maintain signs on the Property to advertise subdivision;
- (d) the right to establish access and utility easements on the Property as may be reasonably necessary for the purpose of exercising ownership and development rights

Article 9

Restrictions on Use, Alienation and Occupancy

Section 9.01. Use and Occupancy Restrictions. Subject to the Development Rights the following use restrictions apply to all Units:

1. **Single Family Residence:** All of the platted Units in the Subdivision shall be known and described as single-family residential lots and shall be used for residential purposes only. No gainful occupation, profession, trade or other Non-residential use shall be conducted on any Unit, and no person shall enter upon such a Unit for the purpose of engaging in such use or for the purpose of receiving products or services arising out of such usage.
2. **Construction Materials:** All structures on the Units within the Subdivision shall be of new construction and no building shall be moved from any other location onto any of the units.
3. **Temporary Residential Structure:** No garage, outbuilding or other structure of any type whatsoever shall be erected on any of the Units until a contract with a reliable contractor shall have been entered into for the construction of a dwelling on said Unit. No garage or other outbuilding shall be used for residential purposes until completion of the dwelling.
4. **Number of Structures:** No structure shall be erected, altered, placed or permitted to remain on any of the Units in the Subdivision other than one (1) detached single family dwelling, guest house, private garage housing no more than three (3) cars in aggregate, and out-buildings as approved by the San Juan County Building and Planning Departments (hereinafter referred "Approved Structures"). The total square footage of any auxiliary garages, out-buildings and guest quarters cannot exceed 1000 sq. ft.
5. **Building Envelopes:** All Approved Structures on the Units within the Subdivision shall be located within the boundaries of the respective building envelope designated for each Unit as set forth and described on the recorded Plat and or as approved by San Juan County.
6. **Size of Dwelling House:** No dwelling having a combined floor area of no less than 1500 sq. ft. including walls proper of the house, attached guest house or servant quarters, but excluding open porches, pergolas, attached garage; or other similar

extensions or projections, shall be erected, permitted or maintained on any of the Units.

7. **Roof Construction:** The roof of each building erected, constructed or maintained on said Units shall be sloped, unless otherwise permitted by San Juan County. The roof material shall be approved by San Juan County prior to installation of such product.
8. **Height of Walls and Fences:** No side or rear fence and no side or rear wall (except the wall of the building construction on any of the Units shall be more than six (6) feet in height, or of such lesser height as may be required by the Colorado Department of Wildlife and or approved by San Juan County.
9. **Re-subdivision:** None of the Units in the Subdivision shall be re-subdivided into smaller Units nor conveyed in less than the full original dimensions of such Units as shown by the Plat.
10. **Parking and Storage:** Parking and storage of any type of recreational vehicles, including boats, campers and motor homes or trailers, must be pleasant appearing and not pose a nuisance to adjacent landowners.
11. **Signs:** No advertising signs except standard size residential "For Sale" signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any of the Units, nor shall the premises be used in any way for any purpose which may endanger the health of or unreasonably disturb the Owner of any Unit in the Subdivision.
12. **Construction on Utility and Railroad Easements:** No structure or any kind shall be erected, permitted or maintained on the easements for utilities and railroad easement as shown on the Plat of the Subdivision. Any permanent construction must be completed within the setbacks defined on the plat.
13. **Landscaping:** In order to preserve, insofar as possible, the present natural landscape existing in the Subdivision, growth shall not be destroyed or removed except as it is necessary for the construction of dwelling houses, connecting buildings to the dwelling houses and other structures permitted by this Declaration. No plants designated as "noxious weeds" by the San Juan or La Plata County weed patrol agent may be planted anywhere on the Property. All landscaping plans for any Unit must be submitted to and approved by the San Juan County.
14. **Owner Maintenance:** The Owner of each Unit shall, at such Owner's expense, maintain all structures on such Owner's Unit in good condition and repair, and shall, except as otherwise expressly provided herein, maintain all landscaping installed pursuant to a duly approved site plan. No improvement on any Unit shall

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 - (a) That either enforcement of a particular restriction would create a substantial hardship or burden on an Owner or Occupant, or a change of circumstances since the recordation of this Declaration has rendered such restriction obsolete and
 - (b) That the activity permitted under the variance will not have any substantial adverse effect on the Owners and occupants within the Subdivision and is consistent with the high quality of life intended for residents of the Subdivision and:
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11.

19. Wood Burning Devices: All solid fuel or wood burning stoves and devices, including fireplaces, shall comply with any rules and regulations implemented and in effect by any federal, state or local entity.
20. Drainage: No Unit shall permit any work, construction of improvements or do any landscaping which shall alter or interfere with the natural drainage or the Property, except to the extent the same is approved by San Juan County.
21. Completion of Construction: All construction, reconstruction, alterations or improvements, approved by San Juan County, shall be pursued diligently through completion and shall be completed within Thirty Six (36) months of commencement thereof.
22. Noise: No exterior horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Improvements on any lot, shall be placed or used on any lot.
23. Nuisance: No obnoxious or offensive activity shall be carried on within the Property, nor shall anything be done or permitted which shall constitute a public nuisance. No noise or other nuisance shall be permitted to exist or operate upon the Property so as to be offensive or detrimental to any other part of the Property or its Owners or Occupants.
24. Hazardous Activities: No activities shall be allowed or conducted on the Property which are or might be unsafe or hazardous to any person or property.
25. Maintenance and Repair: If the Unit Owner fails to maintain his or her lot, or any part thereof or Improvements thereon, in good repair, San Juan County may give the Owner written notice of the needed maintenance or repair. If said maintenance or repair is not completed by Owner within forty-five (45) days of the mailing of such notice, the Majority Land Owners, at its option, may obtain and injunction against the Owner to force completion of the needed work.
26. Utilities: With respect to development by Owners of any unit, all domestic water, sewage disposal, electrical, telephone, TV lines and other utility pipes or lines shall be buried underground and shall not be carried on overhead poles or above the surface of the ground. Any area of natural vegetation or terrain disturbed shall be re-vegetated.

Section 9.02. Restrictions on Alienation. A Unit may not be conveyed pursuant to a timesharing arrangement. A Unit may not be leased or rented for a term of less than 60 days. All leases and rental agreements shall be in writing and subject to the reasonable requirements of the majority land owners.

12.

Article 10

Easements and Licenses

Section 10.01. Recording Data. All easements and licenses to which the Subdivision is presently subject are recited on the recorded Plat. In addition, the Subdivision may be subject to other easements or licenses granted by the majority of land owners pursuant to Section 8.02 in this Declaration.

Article 11

Enforcement

Section 11.01. Rights of Enforcement. Any Owner, and the Association each shall have the right to enforce the provisions of this Declaration. In addition, the Association shall each have the right to enforce the provisions of any other instrument which, by its terms, indicates that the provisions of such instrument were intended to be enforced by the Association. Enforcement shall be by suit of law or in equity (for damages or injunctive relief); however, nothing contained in this Declaration shall be construed as indicating that damages are an adequate remedy. Additionally, the Association shall have the further enforcement rights, powers, and remedies set forth in this Declaration.

Article 12

Term; Amendments; Termination

Section 12.01 Term; Method of Termination. This Declaration shall be effective upon the date of recordation and, as amended from time to time **and as amended now of January 1st 2020**, shall continue in full force and effect for a term of fifty (50) years from the date this Declaration is recorded. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Owners holding at least ninety percent (75%) of total voting power in the Association at an election held for such purpose. No vote for termination shall constitute an automatic ten-year extension. If necessary, votes and consents are obtained to terminate these covenants, the Association shall cause to be recorded a Certificate of Termination, duly signed and acknowledged by all land owners. Thereupon, this Declaration shall have no further force and effect, and the Association shall be dissolved.

Section 12.02. Amendments. This Declaration may be amended by the affirmative vote of Unit Owners holding at least seventy-five percent (75%) of the total voting power in the Association at a meeting of the Association. This Declaration may be amended by

recording a Certificate of Amendment with San Juan County, duly signed by all members or the 75% voting for the amendment of the majority of Land Owners.

Article 13

Miscellaneous

Section 13.01. Interpretation of the Covenants. Except for judicial construction, the majority of land owners, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the construction or interpretation of the provisions of this Declaration shall be final, conclusive and binding as to all persons and property benefitted or bound by the provisions of this Declaration.

Section 13.02. Severability. Any determination by any Court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions of this Declaration, and such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable.

Section 13.03. Limitation on the Declarant's Liability. Notwithstanding anything to the contrary herein, it is expressly agreed that Declarant shall have no personal liability to the Association, or to any Owner, Occupant or other person, arising under, in connection with, or resulting from this Declaration, except as specifically required by the Act.

Section 13.04. Referenced to Covenants in Deeds, Binding Effect. Deeds to and instruments affecting any Unit or any part of the Property may contain the provisions of this Declaration by reference to this Declaration; but regardless of whether any such reference is made in any deed or instrument, each and all of the provisions in this Declaration shall run with and burden the Property and each portion thereof and be binding upon each Owner and Occupant and all other parties having any right, title or interest in, or otherwise coming upon, using, or enjoying the Property, their heirs, personal representatives, executors, administrators, successors, and assigns.

Section 13.05. Notices. Such notices as, deemed necessary by the Association shall be deemed satisfactory if notices are sent by registered mail to Owners of Units. This shall not, however, prohibit satisfaction of any notice requirement in any other manner that Land Owners deems fit.

DECLARATION OF COVENANTS AND RESTRICTIONS FOR COLE RANCH SUBDIVISION

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by Merlin Schaefer and Sandra Ippolite, managing members of the Cole Ranch Subdivision, this 8 day of ~~July~~, 2001.
August

COLE RANCH SUBDIVISION
By Merlin Schaefer and Sandra Ippolite

Merlin Schaefer
Merlin Schaefer

Sandra Ippolite
Sandra Ippolite

SAN JUAN
COUNTY OF ~~LAPLATA~~
STATE OF COLORADO

The foregoing instrument was acknowledged before me this 8th day of August, 2001, by Merlin Schaefer and Sandra Ippolite, Managing Members of COLE RANCH SUBDIVISION.

Witness my hand and official seal.

Melody A. Skinner
Notary Public



My Commission Expires:
6/17/03

141295

DECLARATION OF COVENANTS AND RESTRICTIONS FOR COLE RANCH SUBDIVISION

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by Merlin Schaefer and Sandra Ippolite, managing members of the Cole Ranch Subdivision, this day of August 2001. Is now revised, recorded and updated as of January 1st 2020 and acknowledged by the majority Land owners listed below and as notarized;

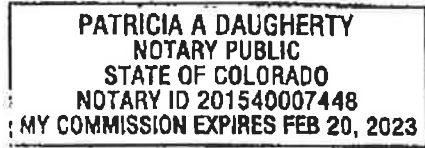
Todd Sams
Julie Sams
Todd and Julie Sams Lot 1

Jane Ippolite
December 27, 2019



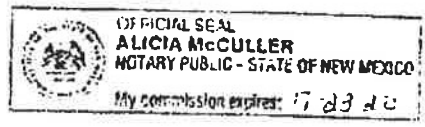
Derek Wendt
Megan Wendt
Derek and Megan Wendt Lot 2&3

Patricia A Daugherty
2-20-23



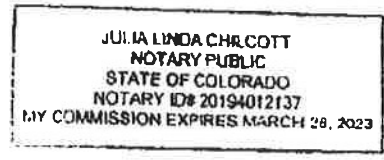
George W. Riley III
Anna L. Riley
George and Anna Riley Lot 4

Alicia McCuller
12-23-19



Matthew Andres
Lisa Noyes
Matthew Andres and Lisa Noyes Lot 5

State of Colorado
County of La Plata
The foregoing instrument was acknowledged
by *Matthew Andres & Lisa Noyes* before me
on this 29th day of October, 2019.
Julia Linda Chrcott
Notary Public
My commission expires on 3/28/2023



Sandra Ippolite Lot 6

THE MEMBERS OF COLE RANCH SUBDIVISION

List of Adjacent Landowners

Clark Residence, Cole Ranch Subdivision

Adjacent Landowners:

Elaine Hintz
4015 W 93 Terrace Apt 110
Prairie Village, KS 66207

Houghton Unlimited LLC
4936 S Fillmore Ct
Englewood, CO 80113

George & Anna Riley
5 Road 5221
Bloomfield, NM 87413

Keefe Family Revocable Trust
6219 Saddletree Ln
Yorba Linda, CA 92886

Jay & Janet Scherer
230 River Front Rd
Durango, CO 81303

Dr Builders LLC
721 Pike Dr
Pagosa Springs, CO 81147

Jessica Lynn & Haggard Gary Darrell Jr Park
212 Orchard Ave
Grand Junction, CO 81501

Stephen Lappin
258 Little Park Rd
Grand Junction, CO 81507

Joseph Jepson
PO Box 729
Silverton, CO 81433

Jack & Barbara Clark
PO Box 767
Silverton, CO 81433

Derek & Megan Wendt
PO Box 504
Cheyenne Wells, CO 80810

Todd & Julie Sams
PO Box 215
Oologah, OK 74053

San Juan Mountain Properties LLC
7592 Aguila Dr
Sarasota, FL 34240

John & Annette Andres
7996 Peter Hoover Rd
New Albany, OH 43054

Sunnyside Gold Corp
PO Box 177
Silverton, CO 81433

San Juan County
PO Box 466
Silverton, CO 81433

Silverton Holdings
2844 Hidden Harbour Ct
Ft Lauderdale, FL 33312