



Town of  
**Silverton**

PO Box 250  
Silverton, CO 81433  
970-387-5522



**SAN JUAN COUNTY**

PO Box 466  
Silverton, CO 81433  
970-387-5766

November 18, 2021

Regarding: County Land Use Permit (LUP) Application, Lots 2-4 Cole Ranch Subdivision, County Road 2, near Eureka, San Juan County, Colorado.

Dear Mr. Riley:

The Planning Department has reviewed the County Land Use Permit Application you submitted, updated on October 7, 2021, attached.

The project site is Lots 2-4, Cole Ranch Subdivision, on County Road 2 (CR 2), near Eureka.

#### Proposed Improvements

The Proposed Improvements consist of the following:

- Lot 2 east side of CR 2:
  - proposed looped driveway.
  - two proposed driveway culverts.
  - proposed water well and underground water line.
  - proposed septic system (tank, leachfield, piping).
  - proposed underground electric line.
  - proposed steel rail fence.
- Lot 2 west side of CR 2:
  - proposed driveway.
  - proposed driveway culvert.
  - proposed underground electric line.
  - proposed steel rail fence.
- Lot 3 east side of CR 2:
  - proposed steel rail fence.
- Lot 4 west side of CR 2:
  - proposed underground electric line.
- Lot 1, Lot 6:

For the proposed electric tie-ins, there is some proposed grading shown on adjacent parcels, on Lot 1 and on Lot 6, within previously-defined utility easements.
- Future improvements: Future proposed improvements that are not part of this application, but shown in the attached documents, are the following: proposed Riley single family residential structure on Lot 2 east of CR 2, and proposed Riley shed structure on Lot 2 west of CR 2.

**Riley LUP, Lots 2-4 Cole Ranch, CR 2, San Juan County, CO, November 18, 2021, LMA.**

- Previously approved improvements: Former Planning Director approved a flat gravel pad on Lot 4 west of CR 2 for an RV parking spot. County regulations permit landowners to occupy a self-contained RV up to 20 days per year on one's private property in San Juan County.

Application Submittal Documents

The application submittal requirements are attached. The submitted application documents have been compared to the applicable portion of the County Zoning and Land Use Regulations (2017, posted in full on the County website, with excerpts attached to this letter). The application was missing several items. Some of the items were attached to this letter by the Planning Director (aka "Planner").

- In lieu of the required Proof of Ownership/Deed for Lots 2-3 the Planner has attached the Assessor information.
- The Planner has attached the Lot 4 Deed from a previous application.
- The application does not mention agents assisting the applicant, but the Planner is aware from some emails and phone calls that consultants include Chris Clemmons and Chad Engelhardt.
- Although it is required, the application does not mention the Contractor(s).
- The application does not mention the apparent co-owner Mrs. Anna Riley, yet the Planner is aware that ownership is likely both spouses, and/or a family Revocable Trust.
- The application did not include the required Vicinity Map on a USGS Topo Quad, but the Planner has located and attached that document from a previous application.
- The application did not include the County Avalanche Hazard Map and County Geologic Hazard Map, but the Planner has located and attached those two documents from a previous application.
- The application makes no mention of any existing/proposed propane tank(s) and/or generator(s), for which the County has certain requirements (as described in the County regulations).
- One of the two Survey Plats for the project site was submitted but is not a "certified" copy as required. It is the Amended Plat for Lots 1 & 2 depicting the relocating of County Road 2D, and it has a note that it is a draft "For County Review." The stamped/signed (certified) Survey Plat for the entire Cole Ranch Subdivision (from 2001) was located by the Planner and is attached.
- Some tree clearing and/or fire mitigation and/or removal of beetlekill trees has occurred on Lot 2 in the summer of 2021, yet there is no mention of that work, namely if it is proposed to continue, within the application. The County regulations do allow for some tree clearing (up to 5000 board feet without a permit). The County regulations do allow for, encourage, and/or require a reasonable amount of "fire mitigation" in most situations.
- An approved well permit is included in the application which demonstrates "proof of adequate water source." The County would encourage water quality testing to identify any potential contaminants (including metals and arsenic) which could affect potability, based on the past mining history of this County.
- The application is lacking "proof of adequate sewage disposal" at present which shall consist of "approval from the San Juan Basin Health Department." The San Juan Basin Public Health (SJBPH) Department "Application Form" was submitted to the County. It has an owner signature date of October 5, 2021. There is not yet any indication of the required SJBPH "approval." There is no septic information or design included in the submittal, although the proposed septic system is shown on the Site Plan in a generalized manner. Based on the attached email from Chris Clemmons to Planner, local designer Chad Engelhardt is designing the proposed septic system. County permits are contingent on SJBPH approval. The attached

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County regulations state “In addition to obtaining any required permits for an individual waste disposal system, the burden shall be on the applicant to demonstrate convincingly that ... the proposed waste disposal system will adequately handle or treat any generated wastes...”

Therefore applicant shall submit proof of **SJBPH approval** prior to commencement of the proposed work. Forthcoming unknown changes to the proposed septic system design, which could be required by SJBPH, could potentially affect the proposed: site layout, grading, well location, and other improvements.

-No Skyline Development information or Scenic Quality Report was submitted. Yet the proposed improvements are at grade rather than above grade. The exception would be proposed “steel rail fence” located on both sides of CR 2. Fences in San Juan County are defined as “structures.”

Driveway Permit Applications

-The Application included three County Driveway Permit “Application” Forms for three proposed driveways. Yet the requirement is as follows: “Applicants for an Improvement or Use Permit are required to obtain **clearance from the County Roads Supervisor.**” The submitted documents are lacking the comments or required clearance from the County Roads Supervisor. The Planner copied and hand-delivered the application documents, and the three Driveway Permit Application Forms, to the County Road & Bridge Department building, on November 11. Prior to commencement of the proposed work, the applicant (or an agent of the applicant, or the County Roads Supervisor) shall re-submit the three Driveway Permit Application Forms to the Planning Department, on paper or electronically, which shall include the County Supervisor’s written comments and/or project requirements, at the bottom of each of the three forms. The work shall not begin until the comments are received from the County Road & Bridge Supervisor, as his requirements could potentially affect the proposed: site layout, grading, water well and/or septic system locations, and other improvements. Please contact Louie Girodo, County Road & Bridge Department Supervisor, office phone number (970) 387-9932. A copy of the Supervisor’s requirements/comments shall be retained by the applicant, and an additional copy of the Supervisor’s requirements/comments shall be provided to the Contractor(s), prior to commencement of the work.

Comparison to Master Plan

The proposed improvements are in general compliance with the 2010 Town/County Master Plan, which is posted in full on the Town and County websites, as the project site is (1) located within a previously-approved Subdivision, (2) located within the County’s “Development Corridor.” See attached “Development Corridor” map from page 36 of the Master Plan.

Comparison to County Requirements

The Planning Director has compared the proposal to the attached County regulations contained in Section 4-103. Additional information is required regarding the following:

Proof of SJBPH septic system approval.

Comments or clearance from County Road & Bridge Department Supervisor.

Natural Hazards

Hazards are to be identified by the applicant including but not limited to avalanche, floodplain, and other geologic natural hazards. The Planner has located and attached two applicable County

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Hazard Maps from previous applications. The proposed improvements do not appear to be in any known avalanche area. The proposed improvements appear to be located in an area geologically denoted as TS talus slope.

-The Planner has also attached a color “draft” proposed Federal Emergency Management Agency (FEMA) map, depicting areas of potential Floodplain at/near the site. The area of the proposed improvements does not appear to be located within the latest “draft” Floodplain as defined by FEMA. The latest draft FEMA Floodplain information is available on the website “coloradohazardmapping.com”

Deed Restrictions

The Planner has located and attached the 2001 “Deed Restrictions” from the County Subdivision approval. Proposed improvements within previously-approved Subdivisions in San Juan County are required to comply with the Deed Restrictions. Deed Restriction 3 states “An erosion control plan shall be required as a condition of any improvements or use permit issued by San Juan County.” Deed Restriction 9 states “All driveways shall require access permits to be issued by San Juan County.” Based on the Deed Restrictions, an “**erosion control plan**,” and a County access permit [County Driveway Permit Application Forms, with the comments section filled in by the County Road and Bridge Supervisor], are required as Conditions of this Land Use Permit. Some general erosion control plan information is attached to this letter for your reference.

Plat Notes

The Planner has located and attached the 2001 stamped Cole Ranch Subdivision Survey Plat. Proposed improvements within previously-approved Subdivisions in San Juan County are required to comply with the Plat Notes.

Wetlands

A Plat Note requires “A **wetlands investigation** shall be conducted ... prior to applying for an Improvement or Use Permit from San Juan County. A report of this investigation shall be included in submittals required for obtaining such permit.” No wetlands clearance is included in the application. The Planner has attached a National Wetlands Inventory map (available online) that appears to indicate a lack of wetlands on the project site. The Planner has attached the Army Corps of Engineers Jurisdictional Determination (JD) Form. The Planner has attached the contact information for the local Army Corps of Engineers office. The County regulations include a minimum setback distance between proposed improvements and any wetlands/waterways/fens.

Geotech and Grading & Drainage

A Plat Note requires “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 application includes no geotechnical report, or grading and drainage plan. The Planner located and attached an excerpt of Geotech Report information provided by Trautner Geotech for Lots 1 and 4. There is no indication at present that Lots 2 or 3 have had any Geotech study. Proposed grading is shown on the Site Plan, but does not include any existing proposed drainage information.



**Riley LUP, Lots 2-4 Cole Ranch, CR 2, San Juan County, CO, November 18, 2021, LMA.**

Historic Impacts

The Planner has attached a letter from the County Historic Impact Review Committee (HIRC) (regarding a different proposal on Cole Ranch Subdivision Lots 1 and 3) from 2006. The applicant shall comply with any applicable HIRC requirements as stated in that letter.

Subdivision CC&Rs

The 2001 Cole Ranch Subdivision CC&Rs were accepted by San Juan County as part of the original Subdivision approval/requirements. Those have been located by the Planner and are attached. The landowners of Cole Ranch Subdivision amended the CC&Rs in 2020; which have also been located and attached by the Planner. The applicant shall comply with the CC&Rs, with the exception that, in the event that a conflict is found to exist between:

(1) the 2001 and/or 2020 CC&Rs, and

(2) the 2017 County Zoning and Land Use Regulations, 2001 Deed Restrictions, and/or the 2001 Subdivision Plat Notes,

the requirements contained in the items listed above under (2) shall govern; and in the event of a conflict, the most stringent requirement shall apply.

Setbacks

There are two Plats that apply to Lots 1 and 2. The first is the 2001 Subdivision Plat. The second is the Lots 1 & 2 Amended Plat which depicts the relocating of County Road 2D. Both of the Plats are attached. The side lot line property line easement widths appear to differ, and do not appear to match, when the two Plats are compared, and when compared to the Site Plan. The side lot line easement widths are shown as 10 feet, and are alternatively shown as 20 feet. However, all of the proposed improvements are contained within the required 25-50 feet setback Building Envelope, with the exception of the following: proposed underground electric, proposed driveway, proposed culvert.

Grading on Adjacent Lands

There is a minimal amount of proposed grading on adjacent Lots 1 and 6. That includes proposed electric tie-ins and proposed electric line trench. The proposed work on Lot 1 and Lot 6 appears to be located within Utility Easements. The County recommends the Applicant contacts the owners of Lot 1 and Lot 6 prior to the work to notify those owners that the electric company San Miguel Power Association (SMPA) and/or Contractor(s) will be excavating within those owners' Lot Property Boundaries. SMPA and/or applicant's Contractor(s) shall make all reasonable efforts to (1) not disturb any existing property corner survey monumentation, (2) avoid removing trees, (3) restore the ground surface overlying the proposed electric trenches to the original condition, including setting aside any topsoil, replacing said topsoil after the work is completed, and/or via reseeding (with certified noxious-weed-free seed per County regulations). The amount of electric tie-in/utility trench work proposed on Lot 1 and Lot 6 appears to be relatively minor, and is shown on the Site Plan to be located within Easements, which are shown on the Plats. However, the Applicant shall be responsible for minimizing and restoring any disturbance on those **adjacent Lots** to its original condition, including monumentation, ground surface, and vegetation.

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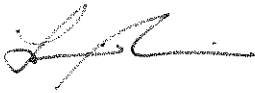
Proposed Fence

Regarding the proposed "steel rail fence," to be constructed on Lot 2 on both sides of CR 2, and a short stretch along the east side of CR 2 on Lot 3: not enough information is provided in the application to approve the proposed steel rail fence at this time. Please provide additional information, such as a rendering of the fence design as viewed from CR 2, the proposed height, any gate(s), if there may be any notable reflectivity (shiny metal), posts, signs, fabricated metal letters, etc. "Fences" are considered "structures" in San Juan County (as defined in the County regulations Definitions) and as such, proposed fences require some potential visual/scenic impact details to be submitted for County review.

Summary

**This County Land Use Permit Application is hereby conditionally approved**, with the following contingencies and/or Conditions of Approval included on the following page(s). All conditions of approval need to be fulfilled **prior to the commencement of the Work**.

Thank you,



Lisa Adair PE  
Town/County Planning Director  
Silverton and San Juan County Colorado  
ladair@silverton.co.us

**Riley LUP, Lots 2-4 Cole Ranch, CR 2, San Juan County, CO, November 18, 2021, LMA.**

**Regarding: County Land Use Permit Application, Proposed Riley Improvements, Lots 2-4 Cole Ranch Subdivision, Cole Ranch Subdivision, County Road 2, San Juan County, Colorado.**

The County Land Use Permit is hereby approved, with the following Conditions of Approval. The Applicant shall fulfill/comply with these Conditions Prior to Commencement of the Work. The Applicant shall acknowledge agreement to these Conditions by notarized signature.

1. Applicant shall submit proposed **fence** design/height drawing(s) as viewed from County Road 2.
2. Applicant shall submit San Juan Basin Public Health Department written **septic** system approval.
3. Applicant shall submit a “**geo-technical** report” as required in the Cole Ranch Subdivision Plat Notes.
4. Applicant shall submit a “grading and **drainage** plan” as required in the Cole Ranch Subdivision Plat Notes.
5. Applicant shall submit a “**wetlands** investigation” and/or written clearance from Army Corps of Engineers, as required in the Cole Ranch Subdivision Plat Notes.
6. Applicant shall submit an “**erosion** control plan” as required in the Cole Ranch Subdivision Deed Restrictions.
7. Regarding proposed utility extensions, shown within existing utility easements on **adjacent Lots 1 and 6**, Applicant shall be responsible for minimizing/restoring any disturbance on adjacent Lots 1 and 6 to the original condition, including survey monumentation, ground surface, and vegetation.
8. Regarding proposed utility extensions, shown within existing utility easements on adjacent Lots 1 and 6, the County recommends that the Applicant contacts the Lots 1 and 6 landowners, to notify them of the upcoming San Miguel Power Association electric tie-in work.
9. Applicant shall comply with any applicable County Historic Impact Review Committee requirements as stated in their attached 2006 letter.
10. Applicant shall resubmit the three Driveway Permit Application Forms to the Planning Department, which shall include the County Road and Bridge Department Supervisor’s written comments and/or requirements, at the bottom of each of the three forms. A copy of the Supervisor’s requirements/comments shall be retained by the applicant, and an additional copy of the Supervisor’s requirements/comments shall be provided to the Contractor(s), prior to commencement of the work. Applicants are required to provide “**clearance from County Roads Supervisor.**” Applicant shall comply with all forthcoming requirements from the County Road and Bridge Department Supervisor.
11. The Applicant shall comply with the CC&Rs, with the exception that, in the event that a conflict is found to exist between: (1) the 2001 and/or 2020 CC&Rs, and (2) the 2017 County Zoning and Land Use Regulations, 2001 Deed Restrictions, and/or the 2001 Subdivision Plat Notes, the requirements contained in the items listed above under (2) shall govern; and in the event of a conflict, the most stringent requirement shall apply.
12. San Juan County requires reseeded of any disturbed soil ground surface with certified weed free native seed. Reseeding shall comply with the San Juan County Zoning and Land Use Regulations.

**Riley LUP, Lots 2-4 Cole Ranch, CR 2, San Juan County, CO, November 18, 2021, LMA.**

13. A Licensed Surveyor shall mark/rope off the property line, and/or County Road edge-of easement, prior to excavation/construction, where there are adjacent proposed improvements within 30 feet of said property line/easement. The purpose is to clearly mark the property line/easement for all persons involved, maintain the minimum setback of 30 feet (and/or the setbacks per the Subdivision Plat/County regulations), and to prevent the excavator/improvements from crossing onto/being constructed on adjacent land(s)/easement(s).
14. Applicants are required to contact SJBPH and the septic designer prior to commencement of proposed septic system construction work. Applicants are required to use a SJBH Licensed Septic Installer for the proposed septic system construction work.
15. The Applicant hereby acknowledges that emergency services in San Juan County may not be available in a timely manner and may not be available at all.
16. The proposed improvements shall comply with the San Juan County Zoning and Land Use Regulations, which are posted on the County website, including but not limited to: Section 4-110 Design And Development Standards For All Improvement And Use Permits.
17. The violation of the San Juan County Zoning and Land Use Regulations shall cause this Permit to be void. If requirements differ, the most stringent shall apply.
18. All State/Federal permits are required, as a condition of this County permit, which shall be obtained prior to commencement of the work. Applicants are required to comply with all applicable State/Federal regulations. Failure to comply with State/Federal regulations shall void this County Permit.
19. The Applicant(s)/Owner(s) shall cause this List of Conditions of Approval to be signed in the presence of a Notary Public and shall file this document at the San Juan County Colorado Courthouse (County Clerk's Office 970-387-5671).

By signature the Applicant(s)/Owner(s) do/does hereby acknowledge and agree to the above listed County Land Use Permit Conditions of Approval.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

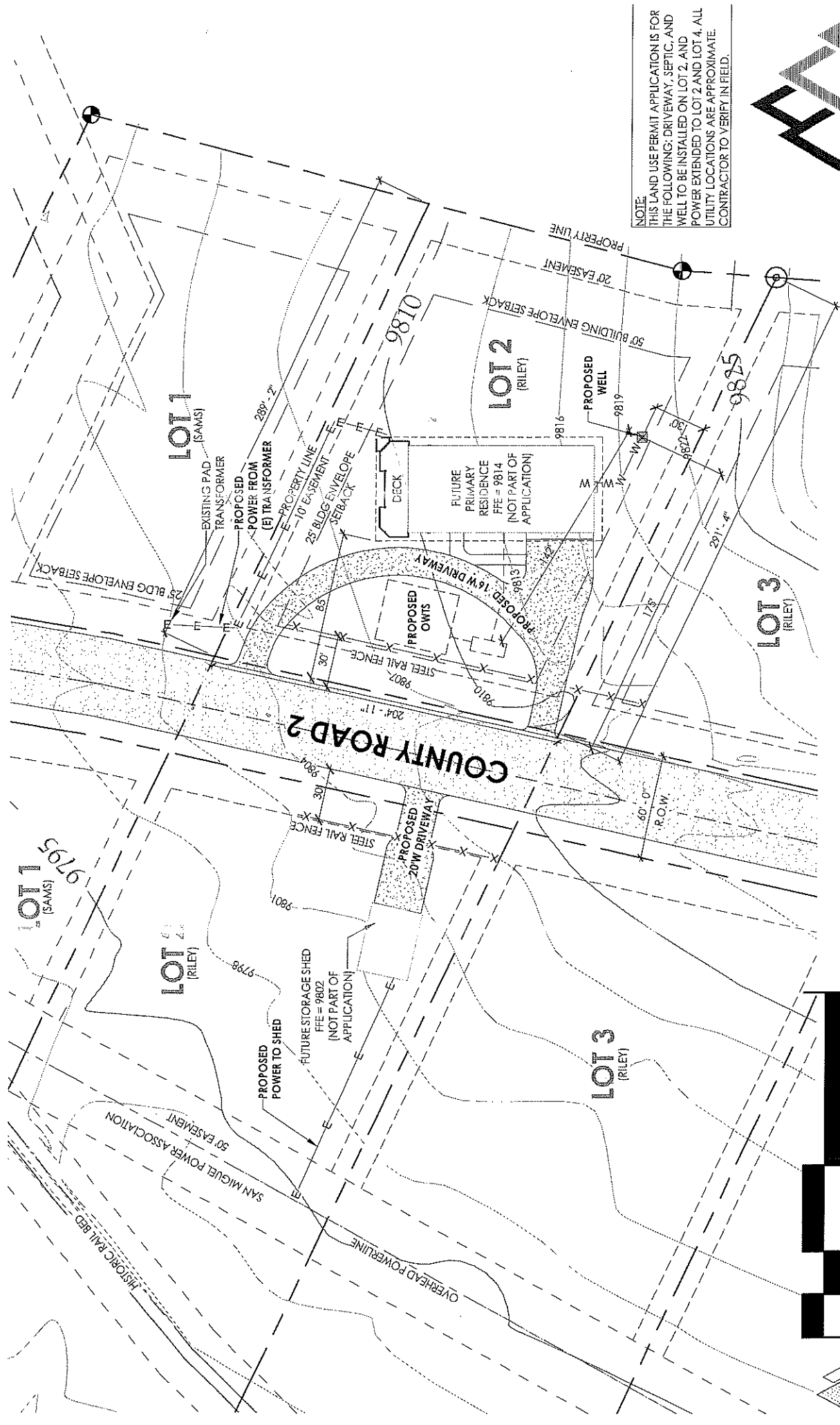
County of \_\_\_\_\_ )

The foregoing document was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_ by \_\_\_\_\_.

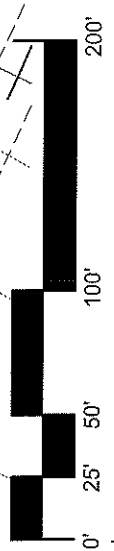
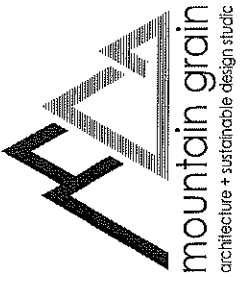
Witness my hand and official seal. \_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_.



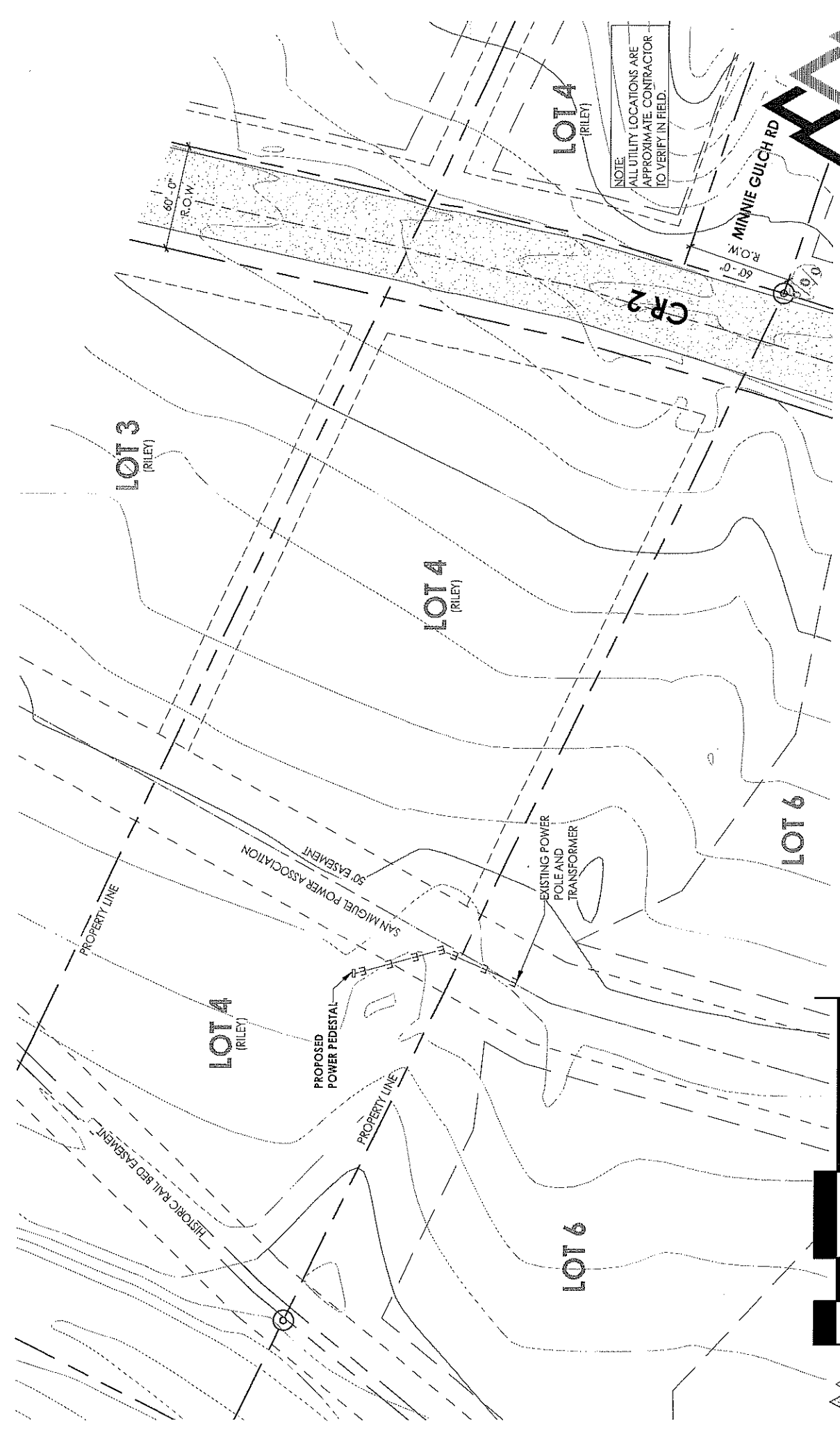
NOTE:  
 THIS LAND USE PERMIT APPLICATION IS FOR  
 THE FOLLOWING: DRIVEWAY, SEPTIC, AND  
 WELL TO BE INSTALLED ON LOT 2, AND  
 POWER EXTENDED TO LOT 2 AND LOT 4. ALL  
 UTILITY LOCATIONS ARE APPROXIMATE.  
 CONTRACTOR TO VERIFY IN FIELD.



10.06.2021  
 A1.0  
 SITE PLAN - LOT 2

**THE RILEY FAMILY CABIN (4728 CR 2)**  
 LAND USE PERMIT APPLICATION

SCALE:  
 1" = 50'-0"



NOTE:  
 ALL UTILITY LOCATIONS ARE  
 APPROXIMATE. CONTRACTOR  
 TO VERIFY IN FIELD.



10.06.2021  
 A1.1  
 SITE PLAN - LOT 4

**THE RILEY FAMILY CABIN (4728 CR 2)**  
 LAND USE PERMIT APPLICATION

SCALE:  
 1" = 50'-0"



DRAWING NUMBER  
MRT #176

DRAWING NUMBER  
COLE RANCH 50'S

DRAWING NUMBER  
A-503714  
# 141,293

DRAWING NUMBER

# COLE RANCH SUBDIVISION

## 6 LOTS

LOCATED IN PART OF THE JOHN H. FRENCH PLACER  
MINERAL SURVEY No. 45, MINING DISTRICT No. 7  
SEC 30, T 42 N, R 6 W,  
EUREKA MINING DISTRICT  
SAN JUAN COUNTY, COLORADO

### OWNERS:

SANDRA IPFOLITE  
PO BOX 5184  
PLACIDA, FLORIDA 33946

MERLIN SCHAEFER  
144 WEST 11 AVE.  
DENVER, COLORADO 80204

North

0' 100' 200'

Basis of Bearing: The line between Cors. No. 14 and 15 of the JOHN H. FRENCH PLACER, monumented as shown hereon, is assumed to bear N.64°49'00"W., as described in Mineral Survey No. 45, all other bearings are relative thereto.

### LEGEND:

- A 3 1/2" aluminum cap set by BLM Cadastral surveys.
  - A 2" aluminum cap on a no. 6 rebar by LS 12930.
  - MKD. stump as called for in the Mineral Survey notes.
  - A 2 1/2" aluminum cap on a no. 6 rebar by LS 12457
- (R)=bearing and distances from mineral survey notes.
- easements.
  - - - Building envelopes
  - Trees
  - ⊙ Dry fire hydrant

### VICINITY MAP



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.

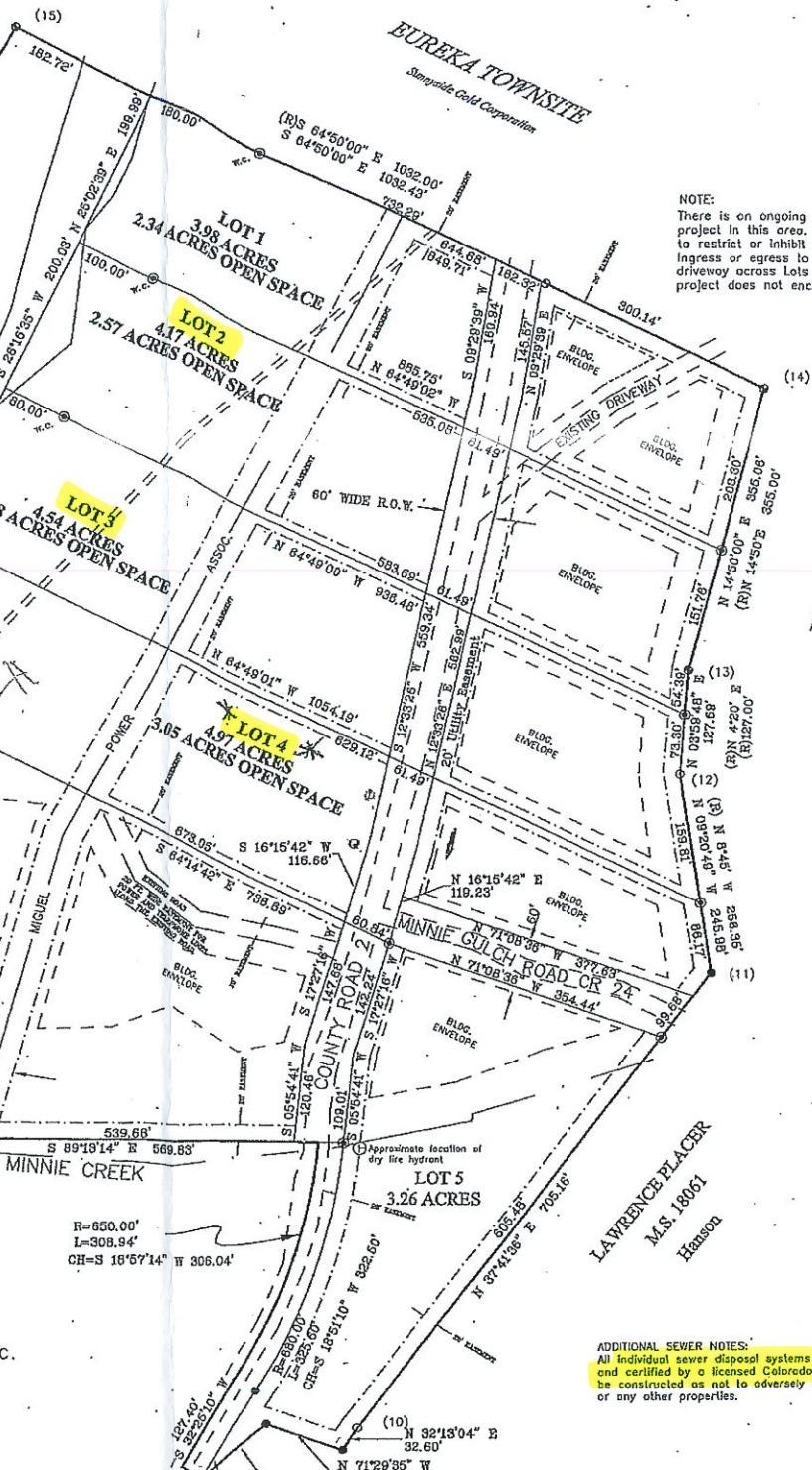
To protect the historical value of the (abandoned) SILVERTON NORTHERN RR GRADE as shown hereon, there will be no excavation or alteration of said grade and no structures will be built within 25 ft. of the centerline of said grade.

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 submittals 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 othering 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 30 feet from the base of the slope near the East boundary of Lots 1-5 is a minimum setback. Property owners are encouraged to utilize building locations further from the base of the slope.



NOTE:  
There is an ongoing Mined Land Reclamation project in this area. There will be no attempt to restrict or inhibit additional reclamation. Ingress or egress to area is by the existing driveway across Lots 1 and 2. This reclamation project does not encroach into the subdivision boundary.

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

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.  
Dead restrictions are recorded in the San Juan County Records as Reception \_\_\_\_\_ in Book \_\_\_\_\_ of Page \_\_\_\_\_.  
Covenants or other documents are recorded in the San Juan County Records as Reception \_\_\_\_\_ in Book \_\_\_\_\_ of Page \_\_\_\_\_.  
CERTIFICATE OF SURVEY  
I, Ernest E. Schopf, a Registered Land Surveyor in the State of Colorado, do hereby certify that this plot accurately represents a survey made by me under my direct supervision and I further certify that the monuments hereon actually exist, and their positions are as shown.

Dedication  
I, Merlin Schaefer and Sandra Ipfolite, being the owner(s) of the land located in part of the JOHN H. FRENCH PLACER, Mineral Survey No. 45, Mineral District 7, Eureka Mining District, San Juan County, Colorado, described as follows:  
Beginning at corner no. 15 sold JOHN H. FRENCH PLACER, thence S.29°31'25"W., 1633.16 ft. to a point on line 15-16 sold JOHN H. FRENCH PLACER; thence N.83°48'54"E., 632.82 ft.; thence S.69°13'14"E., 569.83 ft.; thence S.08°39'41"E., 308.94 ft. along the arc of a curve to the right, having a radius of 650.00 ft. and a long chord of which bears S.18°57'14"W., 308.04 ft.; thence S.32°25'10"W., 127.40 ft.; thence S.57°34'50"E., 30.00 ft.; thence N.50°36'18"E., 105.05 ft.; thence S.71°29'35"E., 98.07 ft., to a point on line 8-10 sold JOHN H. FRENCH PLACER; thence N.32°13'04"E., 32.60 ft. to corner no. 10 sold JOHN H. FRENCH PLACER; thence N.37°41'36"E., 705.16 ft. to corner no. 11 sold JOHN H. FRENCH PLACER; thence N.9°20'49"W., 245.98 ft. to corner no. 12 sold JOHN H. FRENCH PLACER; thence N.3°59'48"E., 127.89 ft. to corner no. 13 sold JOHN H. FRENCH PLACER; thence N.14°50'00"E., 355.06 ft. to corner no. 14 sold JOHN H. FRENCH PLACER; thence N.64°49'00"W., 1032.43 ft., more or less, to the point of beginning. Said parcel contains 37.06 acres, more or less, in San Juan County, Colorado, under the name of COLE RANCH SUBDIVISION, having laid out, plotted and/or subdivided the same as shown on this plot and do hereby dedicate and convey to the public at large, the common right to use the COUNTY ROAD 2 and MINNIE GULCH ROAD CR 24 as shown hereon and other areas as shown hereon and hereby dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

In witness whereof Merlin Schaefer has subscribed his name this \_\_\_\_\_ day of August, A.D. 2001.  
By: *Merlin Schaefer*  
OWNER

In witness whereof Sandra Ipfolite has subscribed her name this \_\_\_\_\_ day of August, A.D. 2001.  
By: *Sandra Ipfolite*  
OWNER

NOTARIAL:  
State of Colorado ) ss.  
County of San Juan )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of August, 2001, by *Sandra Ipfolite*  
My Commission Expires: *5/1/04*  
(SEAL) BEVERLY HOLMER  
STATE OF COLORADO

In witness whereof \_\_\_\_\_ has subscribed his name this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2001.  
By: \_\_\_\_\_

NOTARIAL:  
State of Colorado ) ss.  
County of San Juan )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2001, by \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Address is \_\_\_\_\_  
Witness My Hand and Official Seal

(SEAL) \_\_\_\_\_  
Notary Public

BOARD OF COUNTY COMMISSIONERS  
OF SAN JUAN COUNTY, COLORADO  
By: *Christie K. Lewis* Attest: *Dorothy Zamora*  
Chairman County Clerk

This plot was approved by the San Juan Regional Planning Commission on this \_\_\_\_\_ day of August, 2001.

By: *Carol K. Parker* Attest: *William T. Fisher*  
Chairman Secretary

COUNTY SURVEYOR'S CERTIFICATE  
Approved for content and form only and not as to the accuracy of survey, computations or drafting, pursuant to CRS 38-51-106.  
*Carl J. ...* 7/22/01  
County Surveyor or Deputy Date

SAN JUAN COUNTY CLERK AND RECORDER'S ACCEPTANCE  
COUNTY CLERK  
This plot was accepted for filing in the office of the Clerk and Recorder of San Juan County, Colorado, on this \_\_\_\_\_ day of August, A.D. 2001; Reception Number *141293* Time *3:22 PM* Page \_\_\_\_\_  
Date *8/2/01* *Dorothy Zamora, Recorder*

MERLIN SCHAEFER  
COLE RANCH SUBDIVISION  
SAN JUAN COUNTY, COLORADO  
E. SCHAAF & ASSOCIATES  
SAN JUAN COUNTY, COLORADO  
SHEET 1 of 1

CERTIFICATE OF SURVEY  
Survey No. 12457

DATE: 8-2-2001  
SCALE: 1"=100'  
DRAWN BY: E.E.S.  
DATE: 7/22/01



**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.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

*Registered with  
San Juan County.  
ms*

## Lisa Adair

---

**From:** mackie@gobrainstorm.net  
**Sent:** Monday, September 06, 2021 11:33 AM  
**To:** Lisa Adair  
**Subject:** Fwd: Land Use Permit RILEY COLE RANCH

Lisa M. Adair, PE  
Town & County Planning Director

Town of Silverton, Colorado  
San Juan County, Colorado

Planning Department Office at Silverton Town Hall Physical address: 1360 Greene Street, Silverton  
Mailing address: PO Box 250, Silverton, CO 81433 Town Hall work email address: ladair@silverton.co.us  
Town Hall landline phone: (970) 387-5522 Town Hall work cell phone: (970) 946-9408 Home email  
address: mackie@gobrainstorm.net Home landline phone: (970) 387-0500  
-----

----- Forwarded message from treasurer@sanjuancolorado.us -----

Date: Mon, 30 Aug 2021 13:50:43 -0600  
From: Deanna Jaramillo <treasurer@sanjuancolorado.us>  
Subject: Land Use Permit  
To: mackie@gobrainstorm.net

Lisa,  
I received \$300.00 today for a land use permit for George W Riley III

--

Deanna M. Jaramillo

San Juan County Treasurer/Public Trustee

P.O. Box 368

Silverton, CO 81433

treasurer@sanjuancolorado.us <treasurer@sanjuancountycolorado.us>





San Juan County Colorado Property and Maps

Account #R1347

Total Value  
\$208,710

OVERVIEW

KEY INFORMATION

Account #	R1347		Parcel #	47730300057000	
Name(s)	RILEY GEORGE W & ANNA LOUISE RT				
Mailing Address	5 ROAD 5221 BLOOMFIELD NM 87413-9718				
Situs Address	4728 COUNTY ROAD 2 , SILVERTON, CO 81433				
Total Acres	8.71		Total Sq Ft	379,407	
Section	30	Township	42	Range	6
Tax District	112	Economic Area	-	Block	-
Plat Reference	-				
Legal Description	LOT 2 and LOT 3, COLE RANCH SUBDIVISION located in part of the JOHN H FRENCH PLACER, RECORDED RECEPTION #141293, AUGUST 8, 2001 AND ON MAP #176 more particularly described as __TRACT I: LOT 2 of AMENDED PLAT NO 1- COLE RANCH SUBDIVISION, according to the plat thereof filed for record March 14, 2014 at Reception No. 149440; __TRACT II: LOT 3 of COLE RANCH SUBDIVISION, according to the plat thereof filed for record August 8, 2001 at Reception No. 141293				

VALUE INFORMATION

	Actual	Assessed
Land	\$208,710	\$60,526
Improvement	-	-
Total	\$208,710	\$60,526

LAND DETAILS

DESCRIPTION	EFFECTIVE ACRES*	EFFECTIVE SQ FT*	VALUE
Natural Resources	4.17	181,645	\$104,170
Natural Resources	4.54	197,762	\$104,540

\* Accounting for undivided interests and mixed use properties calculate smaller than the full property size.

TRANSFER HISTORY

SALE DATE	AMT	RECEPTION	TYPE	GRANTEES	GRANTORS
06/25/2021	\$300,000	153647	Special Warranty Deed(SWD)	RILEY GEORGE W III & ANNA REV TRUST c/o:	WENDT DEREK & MEGAN





San Juan County Colorado Property and Maps

Account #R1344  
4644 COUNTY ROAD 2, SILVERTON, CO 81433

Total Value  
\$104,970

OVERVIEW

KEY INFORMATION

Account #	R1344		Parcel #	47730300054000	
Name(s)	RILEY GEORGE W & ANNA LOUISE RT				
Mailing Address	5 ROAD 5221 BLOOMFIELD NM 87413-9718				
Situs Address	4644 COUNTY ROAD 2 , SILVERTON, CO 81433				
Total Acres	4.97		Total Sq Ft	216,493	
Section	30	Township	42	Range	6
Tax District	101	Economic Area	-	Block	-
Plat Reference	-				
Legal Description	LOT 4, COLE RANCH SUBDIVISION LOCATED IN PART OF THE JOHN H FRENCH PLACER, RECORDED RECEPTION #141293, AUGUST 8, 2001 AND ON MAP #176.				

VALUE INFORMATION

	Actual	Assessed
Land	\$104,970	\$30,441
Improvement	-	-
Total	\$104,970	\$30,441

LAND DETAILS

DESCRIPTION	EFFECTIVE ACRES*	EFFECTIVE SQ FT*	VALUE
Natural Resources	4.97	216,493	\$104,970

\* Accounting for undivided interests and mixed use properties calculate smaller than the full property size.

TRANSFER HISTORY

SALE DATE	AMT	RECEPTION	TYPE	GRANTEES	GRANTORS
06/27/2019	\$0	152339	Warranty Deed(WD)	RILEY RT GEORGE W III & ANNA LOUISE c/o:	RILEY RT GEORGE W III & ANNA
05/06/2019	\$225,000	152301	Warranty Deed(WD)	RILEY RT GEORGE W III & ANNA LOUISE c/o:	IPPOLITE SANDRA
11/16/2018	\$0	152070	Lis Pendens(LP)	IPPOLITE SANDRA	IPPOLITE SANDRA
07/30/2018	\$0	151893	Lis Pendens(LP)	IPPOLITE SANDRA	IPPOLITE SANDRA
03/27/2018	\$0	151676	Treasurers Deed(TRES)	IPPOLITE SANDRA	SCHAEFER MERLIN & IPPOLITE S
09/09/2012	\$0	148732	Quit Claim Deed(QCD)	SCHAEFER MERLIN	MAGIQUE NOIRE ENTERPRISES LLC





Colorado Documentary Fee  
\$22.50

152301  
Page 1 of 1  
SAN JUAN COUNTY, COLORADO  
LADONNA L. JARAMILLO, RECORDER  
06-03-2019 10:12 AM Recording Fee \$13.00

State Documentary Fee

Date: 05/31/19

**WARRANTY DEED**

\$ 22.50

SANDRA L. IPPOLITE, grantor, for the consideration of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$ 225,000.00) in hand paid, hereby sells and conveys to **GEORGE WALTER RILEY III AND ANNA LOUISE RILEY REVOCABLE TRUST**, a New Mexico trust, grantee, whose legal address is: 5 RD 5221, Bloomfield, NM 87413, the following real property in the County of San Juan, and State of Colorado:

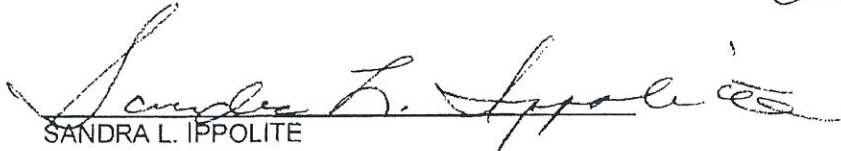
**Lot 4, COLE RANCH SUBDIVISION**, according to the plat thereof filed for record August 8, 2001 as Reception No. 141293.

also known by street and number as: 4644 CR 2, Silverton, Colorado.

assessor schedule number: 47730300054000

with all its appurtenances, and warrants the title to the same, except and subject to: taxes for 2019; and reservations, restrictions, easements, and covenants of record.

Grantor has executed this deed to be effective as of the 6 day of May, 2019.

  
SANDRA L. IPPOLITE



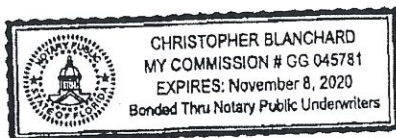
STATE OF Florida, COUNTY OF Sarasota ) ss: SJ21703298E

The foregoing deed was acknowledged before me this 6 day of May, 2019, by Sandra L. Ippolite.

Witness my hand and official seal.

  
Notary Public

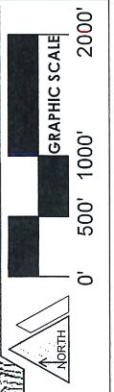
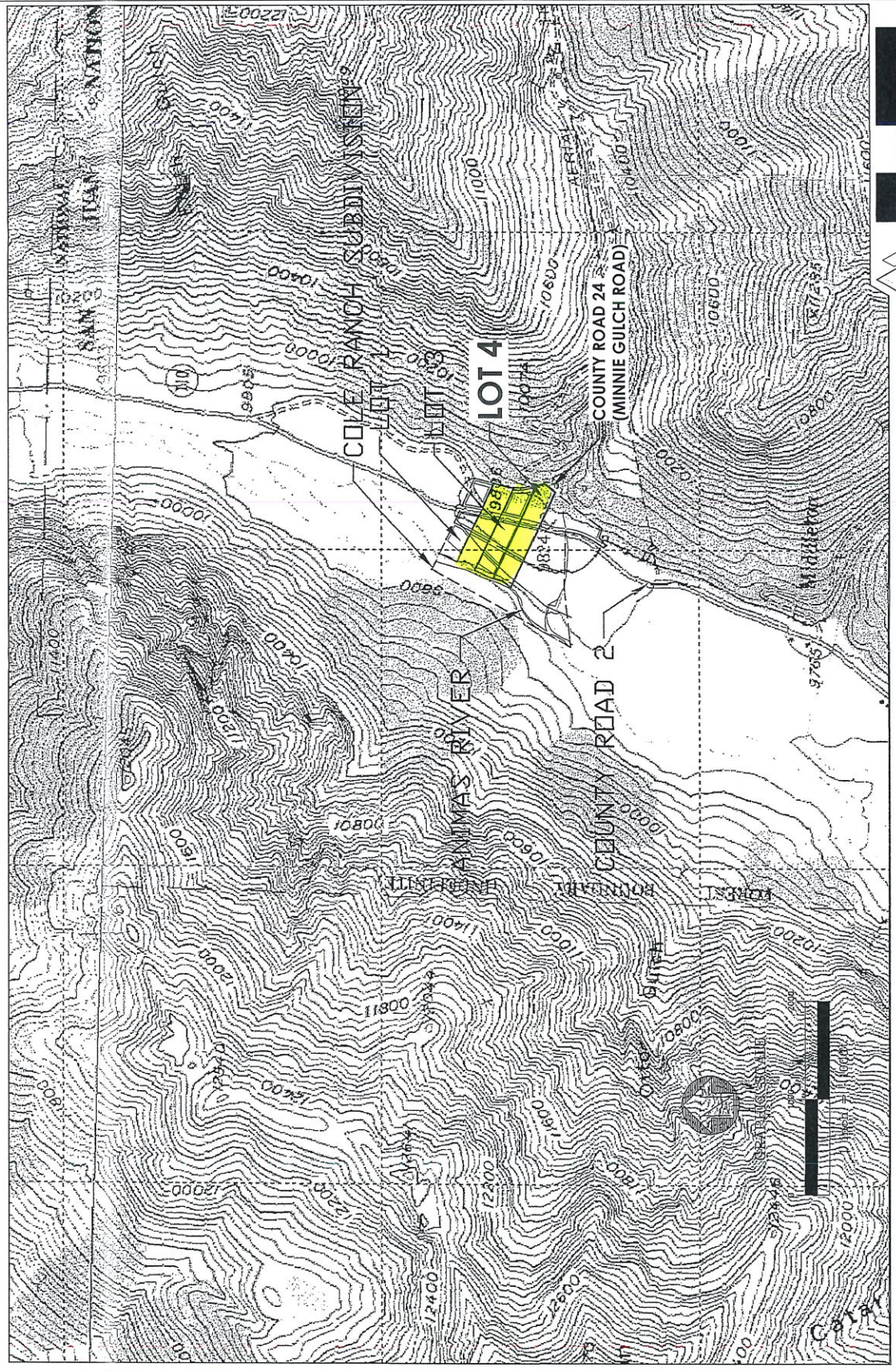
My commission expires: 11.8.2020




Return to grantee

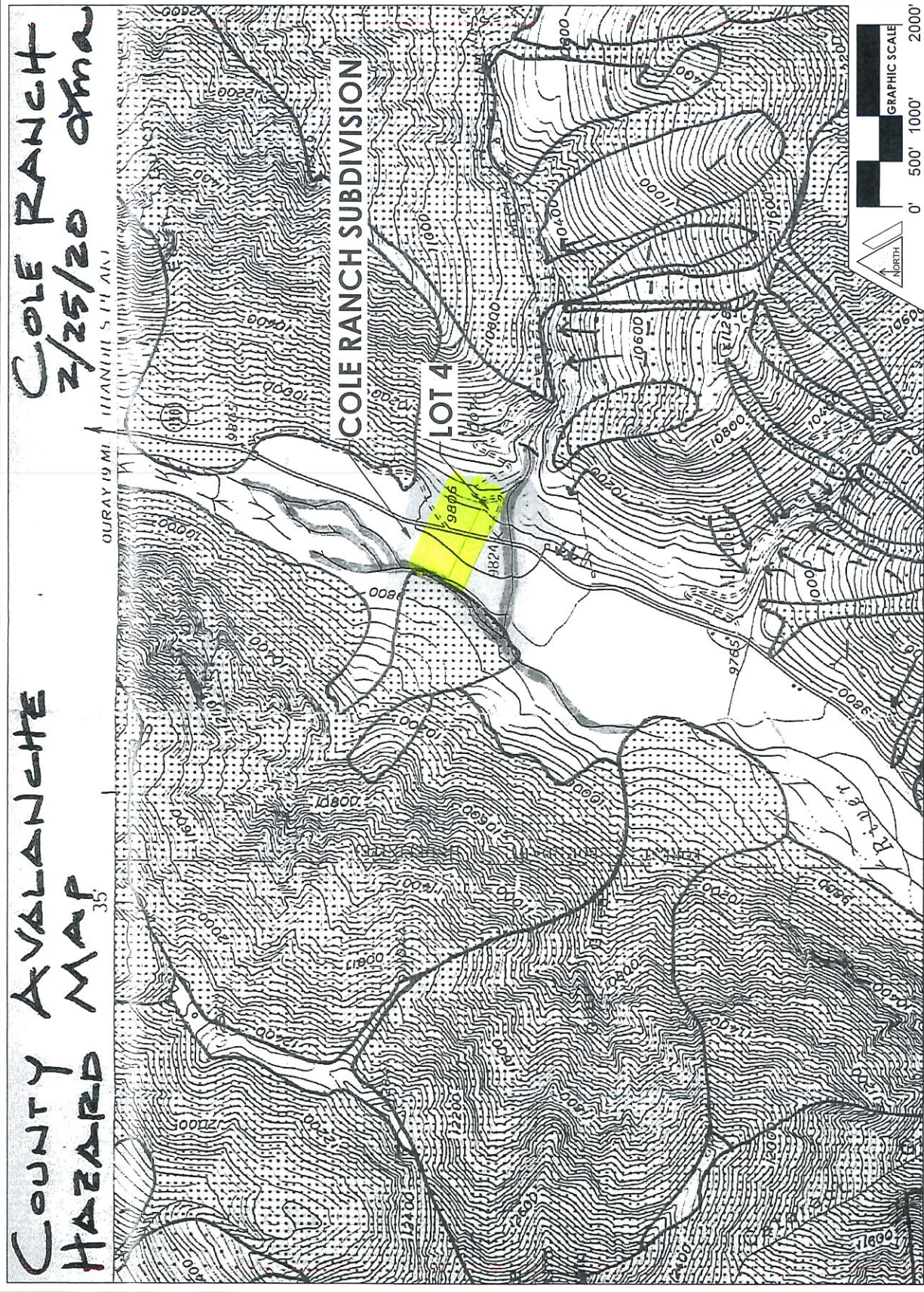


 <p><b>MOUNTAIN grain ARCHITECTURE</b>          DURANGO, CO 81301          970.515.7882          info@mountaingrain.com          mtgrain.com</p>	PROJECT #: 1901	ASSASSORS PARCEL #: 4773030054000	COLE RANCH SUBDIVISION - LOT 4: 4644 County Road 2 Silverton, CO 81433
	VICINITY MAP SHEET TITLE:	SHEET #: A	SCALE: 1" = 1000'





 <p>ARCHITECTURE DENVER, CO 80202 970.515.7882 info@mhgrain.com mhgrain.com</p>	PROJECT #: 1901	ASSASSORS PARCEL #: 473030054000	SHEET TITLE: SKETCH PLAN & COUNTY AVALANCHE MAP
	COLE RANCH SUBDIVISION - LOT 4: <b>GEORGE AND ANNA RILEY RESIDENCE</b>	4644 County Road 2 Silverton, CO 81433	SHEET #: B





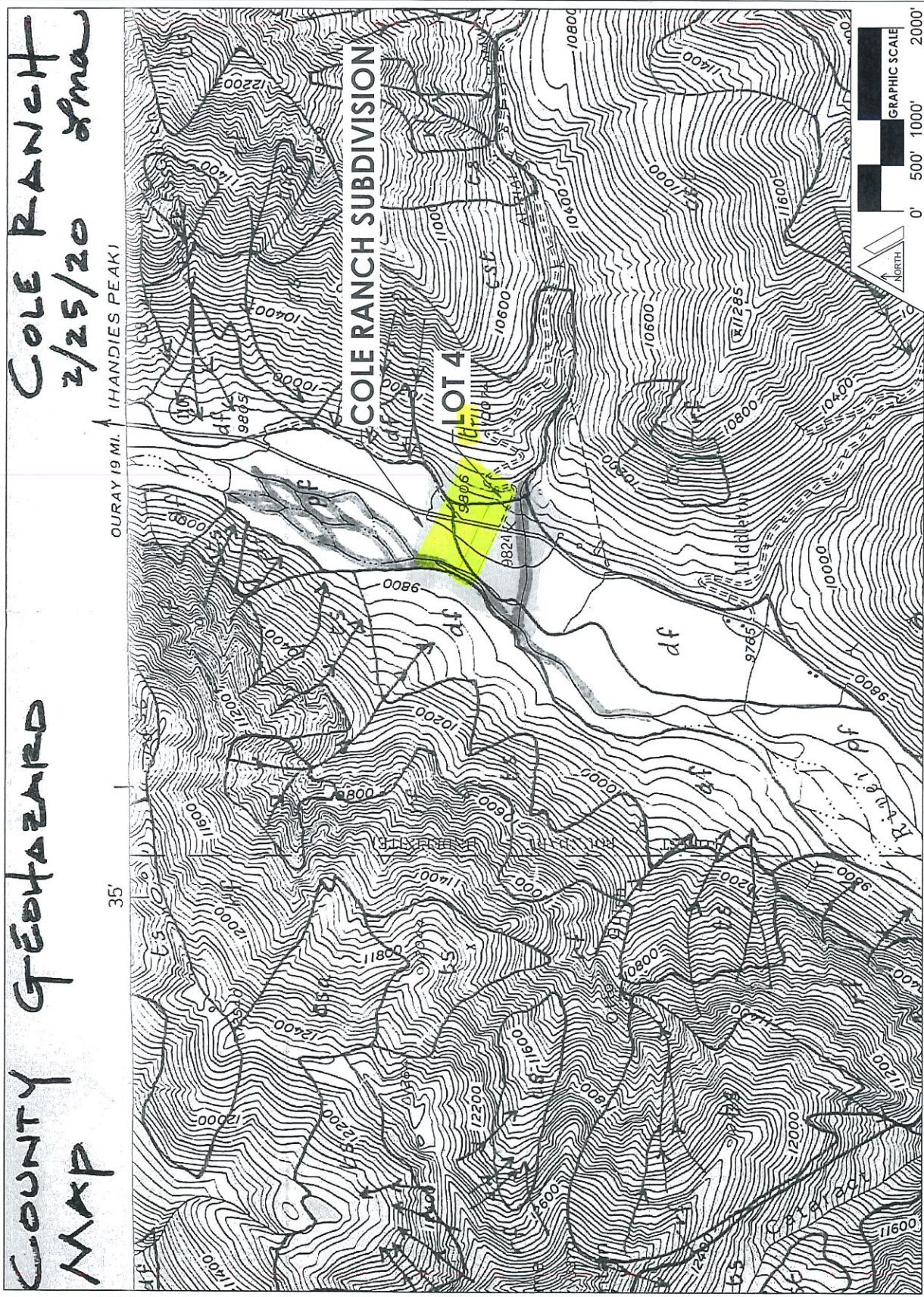


PROJECT #: 1901  
 ASSASSOR'S PARCEL #: 4730300054000

GEORGE AND ANNA RILEY RESIDENCE  
 4644 County Road 2  
 Silverton, CO 81433

SKETCH PLAN & COUNTY GEOHAZARDS MAP  
 SHEET TITLE: C

SHEET #: C  
 SCALE: 1" = 1000'



COUNTY GEOHAZARD  
 MAP

COLE RANCH  
 2/25/20 dma



## REQUEST FOR JURISDICTIONAL DETERMINATION

This form should be used when a jurisdictional determination (JD) is required from the U.S. Army Corps of Engineers, Sacramento District. It is intended to help both the requestor and the Corps in determining which type of JD, if any, is appropriate. Use of the form is optional; however the information and consent is needed to complete a JD. If you are applying for a Department of the Army permit, you do not need to request a JD. A jurisdictional determination is not required to process a permit application. At the time an application is submitted, the Corps will assume the aquatic resources on the parcel/within the review area are waters of the United States for the purpose of making a permit decision. With no JD requested, the permit application may be processed more quickly. The permittee retains the ability to request a JD any time during or after the permit application review process.

I am requesting the U.S. Army Corps of Engineers, Sacramento District, complete a jurisdictional determination for the parcel/review area located at:

Street Address: _____	City: _____	County: _____
State: _____	Zip: _____	Section: _____ Township: _____ Range: _____
Latitude (decimal degrees): _____		Longitude (decimal degrees): _____
The approximate size of the review area for the JD is _____ acres. <b>(Please attach location map)</b>		

Choose one: <input type="checkbox"/> I currently own this property. <input type="checkbox"/> I plan to purchase this property. <input type="checkbox"/> I am an agent/consultant acting on behalf of the requestor. <input type="checkbox"/> Other: _____	Choose one: <input type="checkbox"/> I am requesting an Approved JD. <input type="checkbox"/> I am requesting a Preliminary JD. <input type="checkbox"/> I am unclear as to which JD I would like to request and require additional information to inform my decision.
---	---

Reason for request: (check all that apply)

I intend to construct/develop a project or perform activities on this parcel/review area which would be designed to avoid all aquatic resources.

I intend to construct/develop a project or perform activities on this parcel/review area which would be designed to avoid all jurisdictional aquatic resources under Corps authority.

I intend to construct/develop a project or perform activities on this parcel/review area which may require authorization from the Corps, and the JD would be used to avoid and minimize impacts to jurisdictional aquatic resources and as an initial step in a future permitting process.

I intend to construct/develop a project or perform activities on this parcel/review area which may require authorization from the Corps; this request is accompanied by my permit application and the JD is to be used in the permitting process.

I intend to construct/develop a project or perform activities in a navigable water of the U.S. which is included on the district's list of navigable waters under Section 10 of the Rivers and Harbors Act of 1899 and/or is subject to the ebb and flow of the tide.

A JD is required in order to obtain my local/state authorization.

I intend to contest jurisdiction over a particular aquatic resource and request the Corps confirm that jurisdiction does/does not exist over the aquatic resource on the parcel/review.

I believe that the parcel/review area may be comprised entirely of dry land.

Other: \_\_\_\_\_

Attached Information:

Maps depicting the general location and aquatic resources within the review area consistent with Map and Drawing Standards for the South Pacific Division Regulatory Program (Public Notice February 2016, <http://www.spd.usace.army.mil/Missions/Regulatory/Public-Notices-and-References/Article/651327/updated-map-and-drawing-standards/>)

Aquatic Resources Delineation Report, if available, consistent with the Sacramento District's Minimum Standards for Acceptance (Public Notice January 2016, <http://1.usa.gov/1V68IYa>)

By signing below, you are indicating that you have the authority, or are acting as the duly authorized agent of a person or entity with such authority, to and do hereby grant Corps personnel right of entry to legally access the site if needed to perform the JD. Your signature shall be an affirmation that you possess the requisite property rights to request a JD on the subject property.

\*Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Company name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**\*Authorities:** Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Program of the U.S. Army Corps of Engineers; Final Rule for 33 CFR Parts 320-332.  
**Principal Purpose:** The information that you provide will be used in evaluating your request to determine whether there are any aquatic resources within the project area subject to federal jurisdiction under the regulatory authorities referenced above.  
**Routine Uses:** This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public, and may be made available as part of a public notice as required by federal law. Your name and property location where federal jurisdiction is to be determined will be included in the approved jurisdictional determination (AJD), which will be made available to the public on the District's website and on the Headquarters USACE website.  
**Disclosure:** Submission of requested information is voluntary; however, if information is not provided, the request for an AJD cannot be evaluated nor can an AJD be issued.

## ARMY CORPS OF ENGINEERS (US ACE) CONTACT INFORMATION

PLEASE SEE ATTACHED ACE JURISDICTIONAL DETERMINATION (JD) FORM

---

**From:** Feyder, Tucker J CIV USARMY CESP (USA) <Tucker.J.Feyder@usace.army.mil>  
**Sent:** Friday, October 22, 2021 2:34 PM  
**To:** xxx  
**Cc:** Lisa Adair <ladair@silverton.co.us>  
**Subject:** USACE SPK-2017-00948 xxx Driveway and xxx Project

Mr. xxx,

Attached is xxx for the xxx Driveway and xxx project located on an unnamed perennial stream that is tributary to the xxx Creek, within Section xxx, Township xxx North, Range xxx West, New Mexico Principal Meridian, centered at approximately Latitude xxx°, Longitude xxx°, xxx miles xxx of the Town of Silverton, San Juan County, Colorado.

Please let me know if you have any questions.

Very Respectfully,

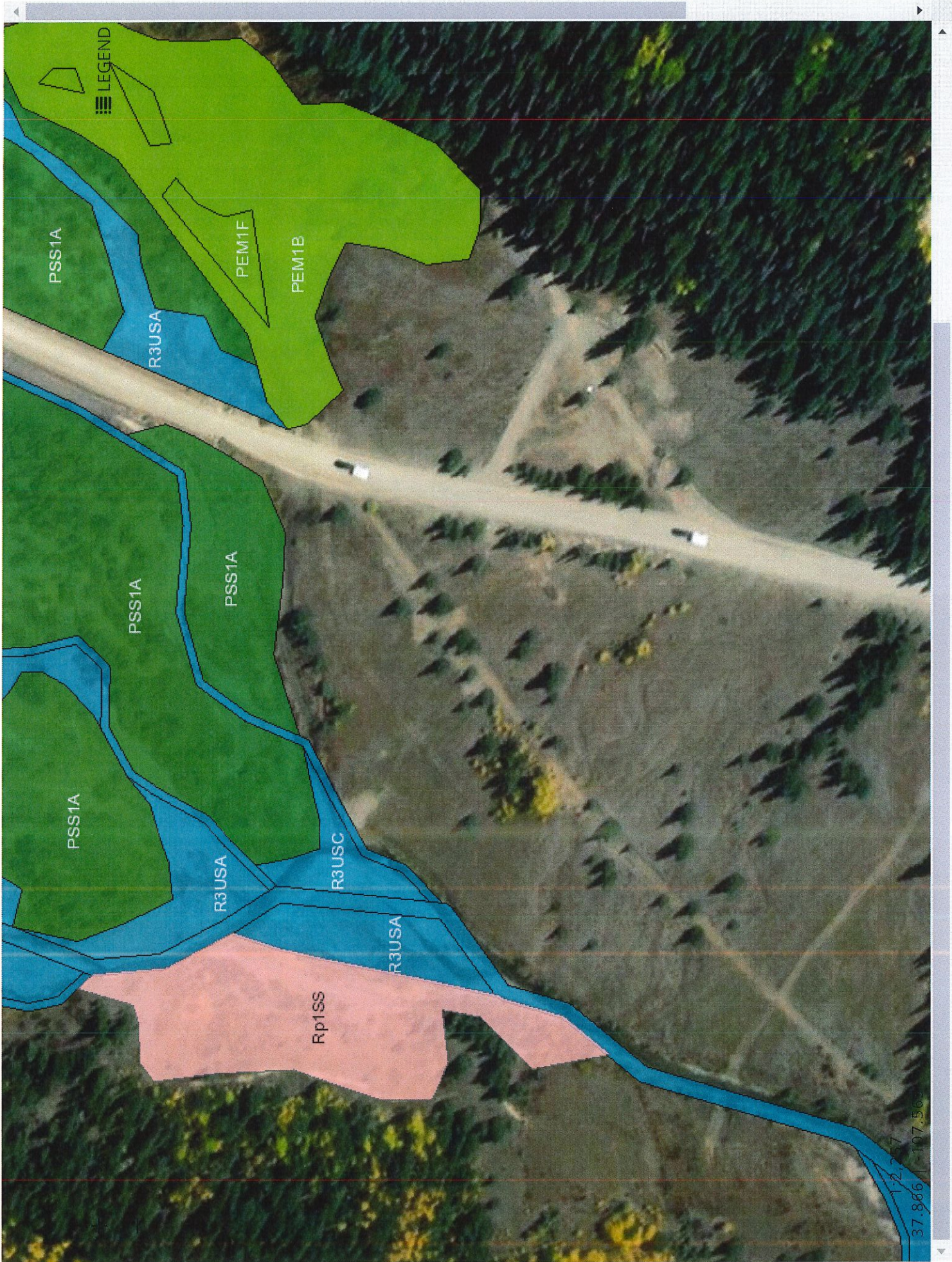
Tucker Feyder  
Regulatory Project Manager  
Northwestern Colorado Branch  
U.S. Army Corps of Engineers  
400 Rood Ave, Room 224  
Grand Junction, CO 81501  
PH: (970) 243-1199 ext. 1017

Our customer service hours are 9am to 3pm Monday through Friday.

For more information on the Corps Regulatory Program, you can visit our website at:  
<https://www.spa.usace.army.mil/Missions/Regulatory-Program-and-Permits/>

Let us know how we're doing. Please complete the survey at:  
<https://regulatory.ops.usace.army.mil/customer-service-survey/>







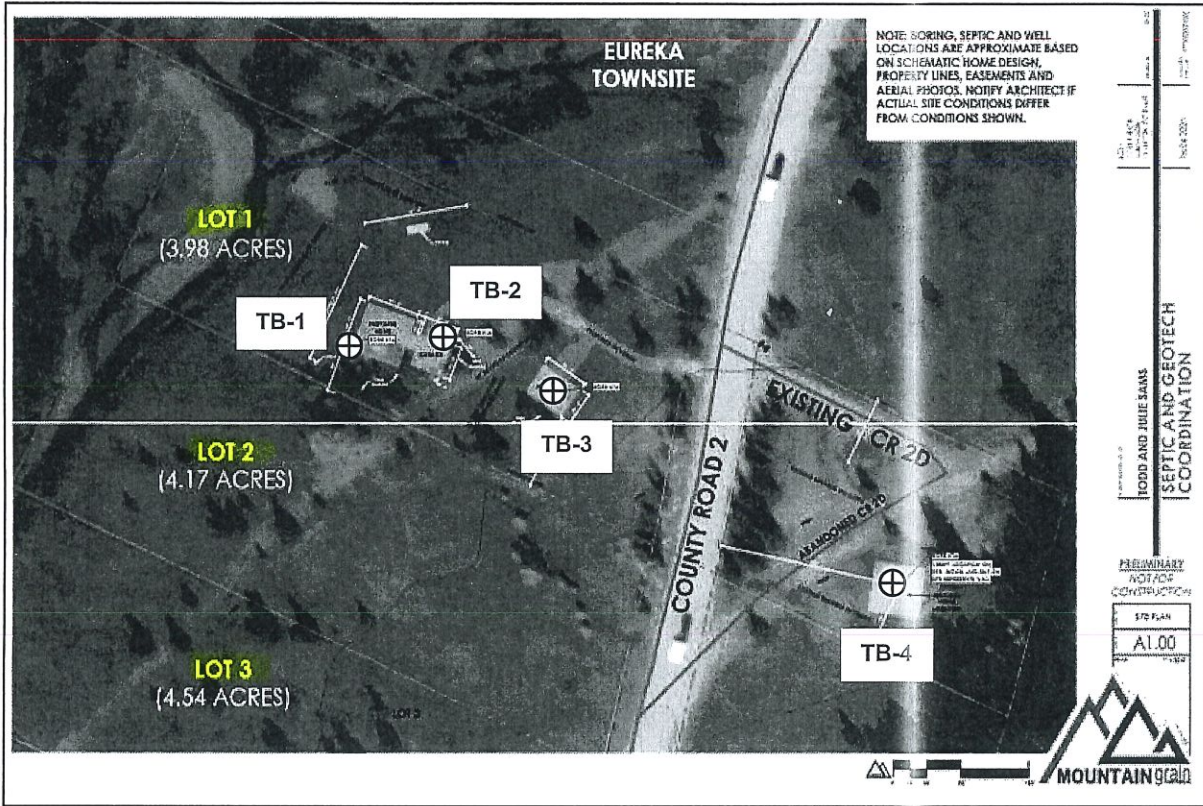


Figure 1: Locations of Exploratory Borings. Adapted from a Mountain Grain site plan dated June 4, 2020.

The schematic presented above was prepared using notes and field measurements obtained during our reference p

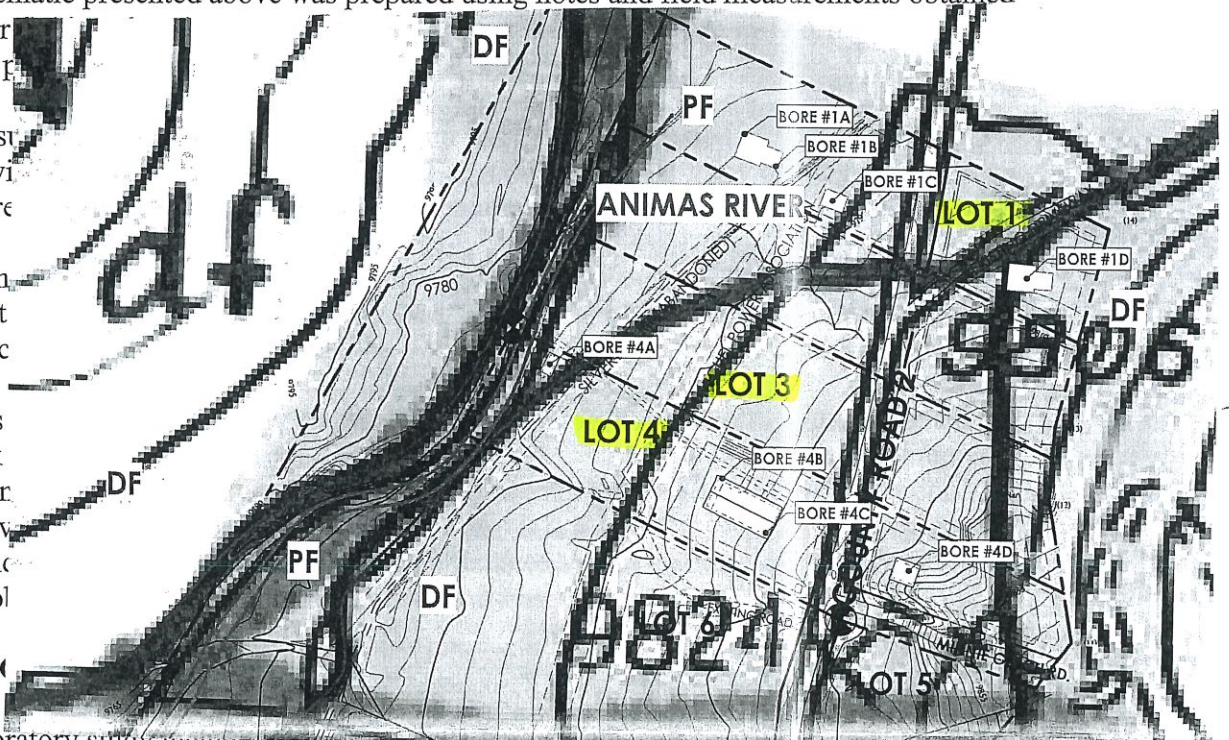
The subst  
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We did n  
 of our test  
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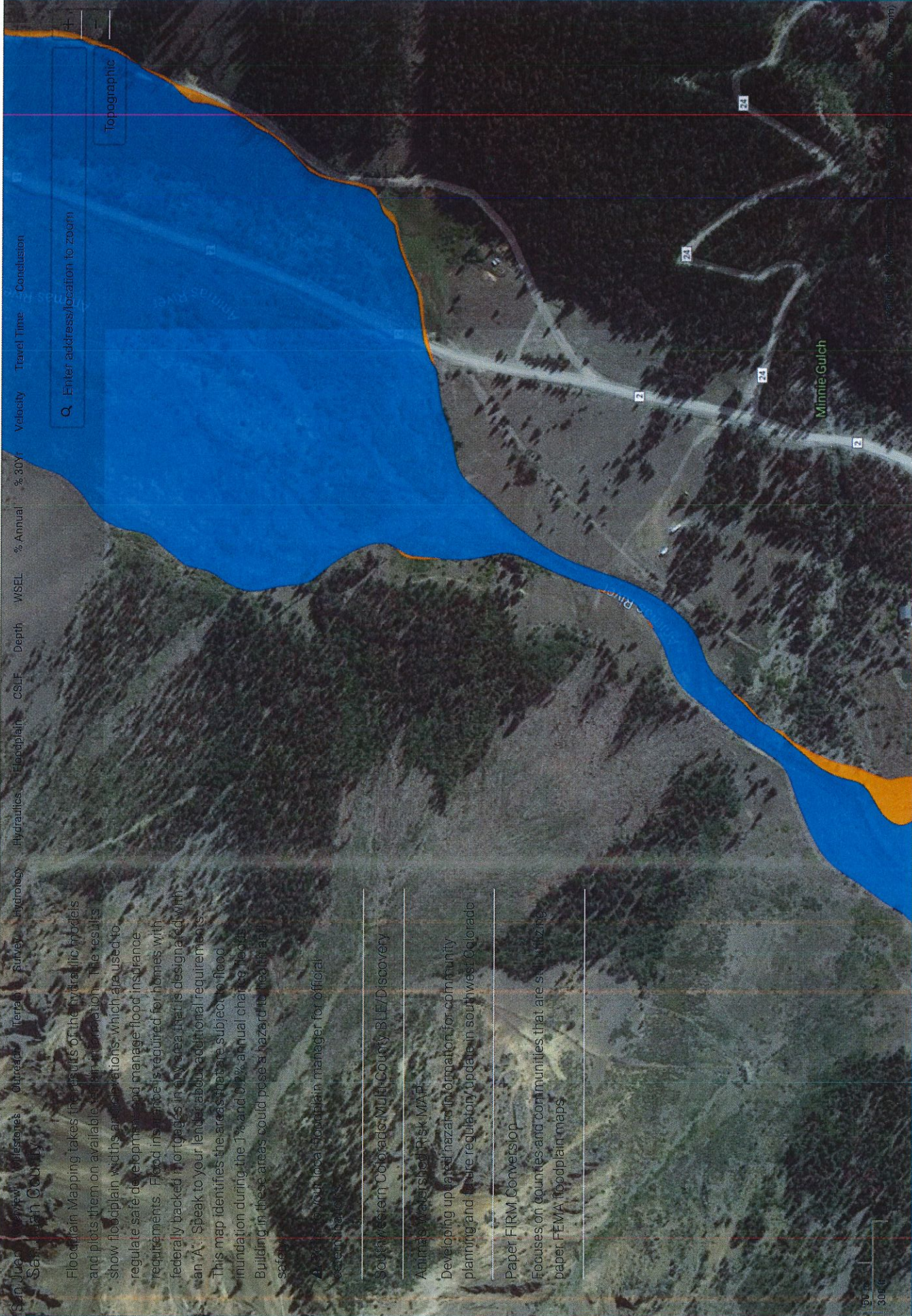
The logs  
 Appendix  
 exposed in  
 are often v  
 water conc  
 samples of

3.0 LABO

The laboratory study included tests to estimate the strength, swell and consolidation potential of the soils tested. We performed the following tests on select samples obtained from the test







San Juan  
 San Juan County

Floodplain Mapping takes the results of the hydraulic models and plots them on available aerial photography. The results show floodplain widths and elevations, which are used to regulate safe development and manage flood insurance requirements. Flood insurance is required for homes with a federal-backed mortgage in any area that is designated with an "A". Speak to your lender about additional requirements. This map identifies the areas that are subject to flood inundation during the 1% and 0.1% annual chance floods. Building in these areas could pose a hazard to health and safety.

Ask us to be your local floodplain manager for official designations.

Southwestern Colorado Multi-County BLE/Discovery

Animas Watershed Risk MAP

Developing updated hazard information for community planning and future regulatory updates in southwest Colorado

Paper FIRM Conversion

Focuses on counties and communities that are still utilizing paper FEMA floodplain maps





PROJECT #:  
20-02  
ASSESSOR'S  
PARCEL #:  
47730300051000

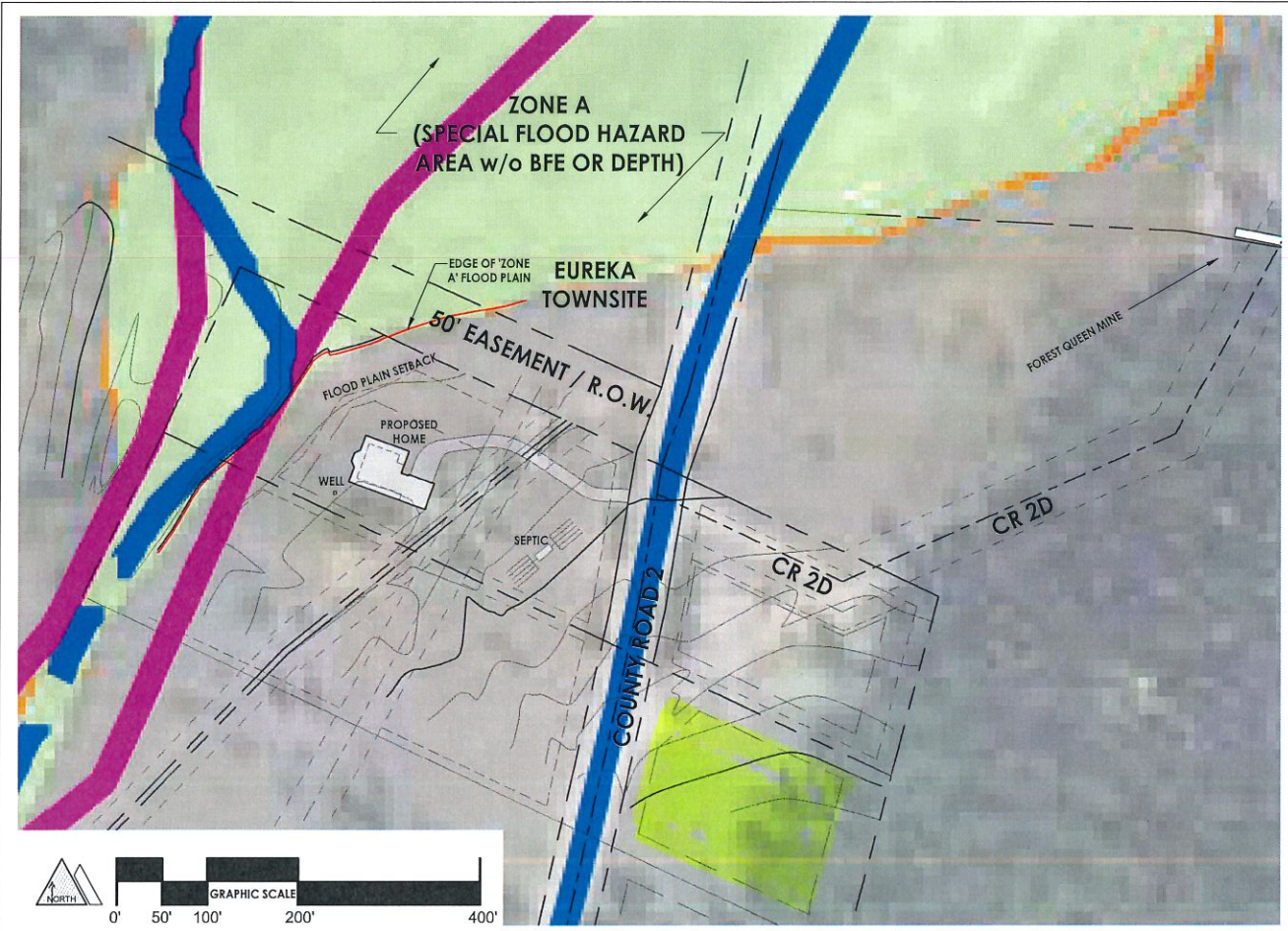
NEW CONSTRUCTION OF:  
**THE SAMS RESIDENCE**  
LOT 1  
COLE RANCH SUBDIVISION  
SILVERTON, CO 81433

SHEET TITLE:  
SKETCH PLAN  
WITH FLOOD  
HAZARD MAP

SHEET #:  
E

SCALE: 1" = 100'-0"

APPLICATION FOR IMPROVEMENT PERMIT | 09.02.2020

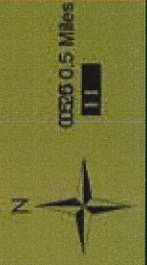




Silverton & San Juan County  
Master Plan

Economic Corridors-San Juan County

- Economic Corridors
- Rivers and Creeks
- Highway 550





**San Juan County Historic Impact Review Committee  
Silverton, CO 81433**

**Re: Lots 1 & 2 Cole Ranch Subdivision – Merlin Schaefer, Applicant**

**Date: January 24, 2006**

The Historic Impact Review Committee reviewed the above project at the request of the county planner. Present were Bill Jones, Steve Fearn, and Scott Fetchenheir. David Singer met earlier with Bill Jones to give his input.

No site visit was performed due to winter snow conditions. The site maps prepared by Engineer Mountain were reviewed, and specific details of the site and project were obtained from Lisa Adair and Beverly Kaiser by telephone. The principal historic site under review is the Silverton Northern Railroad grade crossing the site. This right of way has previously been determined by San Juan County to be an historic site.

The principal impact to site is potential crossing by driveways to access proposed building envelopes. The grade is in a cut where it enters the northerly sideline of lot 1 and this cut diminishes to the south. No ties are said to remain on the grade, which is otherwise very intact and shows good historic integrity. A 20 foot setback on each side of the grade center line has already been established by plat survey. The Impact Committee deems the grade a significant historic site and should be preserved intact. The committee has the following recommendations:

1. Any road crossing shall be made at the grade of the existing roadbed, to preserve the existing railroad grade elevation. If crossed where the railroad grade lies in a cut the cut's sides should be excavated and re-graded to bring the new road down to the railroad grade elevation. The historic grade and cut shall not be filled. If crossed where the historic grade is elevated from the adjacent topography, the new road should be filled to the top of the existing railroad grade elevation, not cut through.
2. Spoil from cut and fill operations should not be placed within the 40 foot railroad right of way.
3. The new road(s) should be limited to a roadway width of 10 to 12 feet to prevent excessive cut and fill work and subsequent excessive impact to the railroad grade.
4. The driveway for lots 1 and 3 should be located along the south side boundary line to minimize cuts needed to reach grade as the topography in this area is less. In addition locating the driveways here would permit them to be used in future to access lots 2 and 4. The committee recommends keeping crossings of the historic railroad grade to a minimum. Two crossings could potentially access four lots.
5. The 20 foot set back from the railroad grade center line should be maintained as a minimum for all construction on the site.
6. If site conditions in the spring show different conditions than assumed above, a site visit should be requested for further review. If conditions are essentially as described above, no additional site visit is necessary.

Sincerely,

**San Juan County Historic Impact Review Committee**

  
By: William R Jones

Copy: Engineer Mountain



# Standard Erosion Control Plan

## for 1- & 2-Family Dwelling Construction Sites

In addition to the building permit application; the soil erosion control information needs to be included with the application prior to the issuance of building permits for 1- & 2-family dwelling units & home additions and other specified building projects. This Standard Erosion Control Plan is provided to assist in meeting this requirement.

**Instructions:**

1. Complete this plan by filling in requested information and completing the site diagram.
2. In completing the site diagram, give consideration to potential erosion that may occur before, during, and after grading and/or construction.
3. Submit this plan at the time of building permit application.

PROJECT LOCATION \_\_\_\_\_

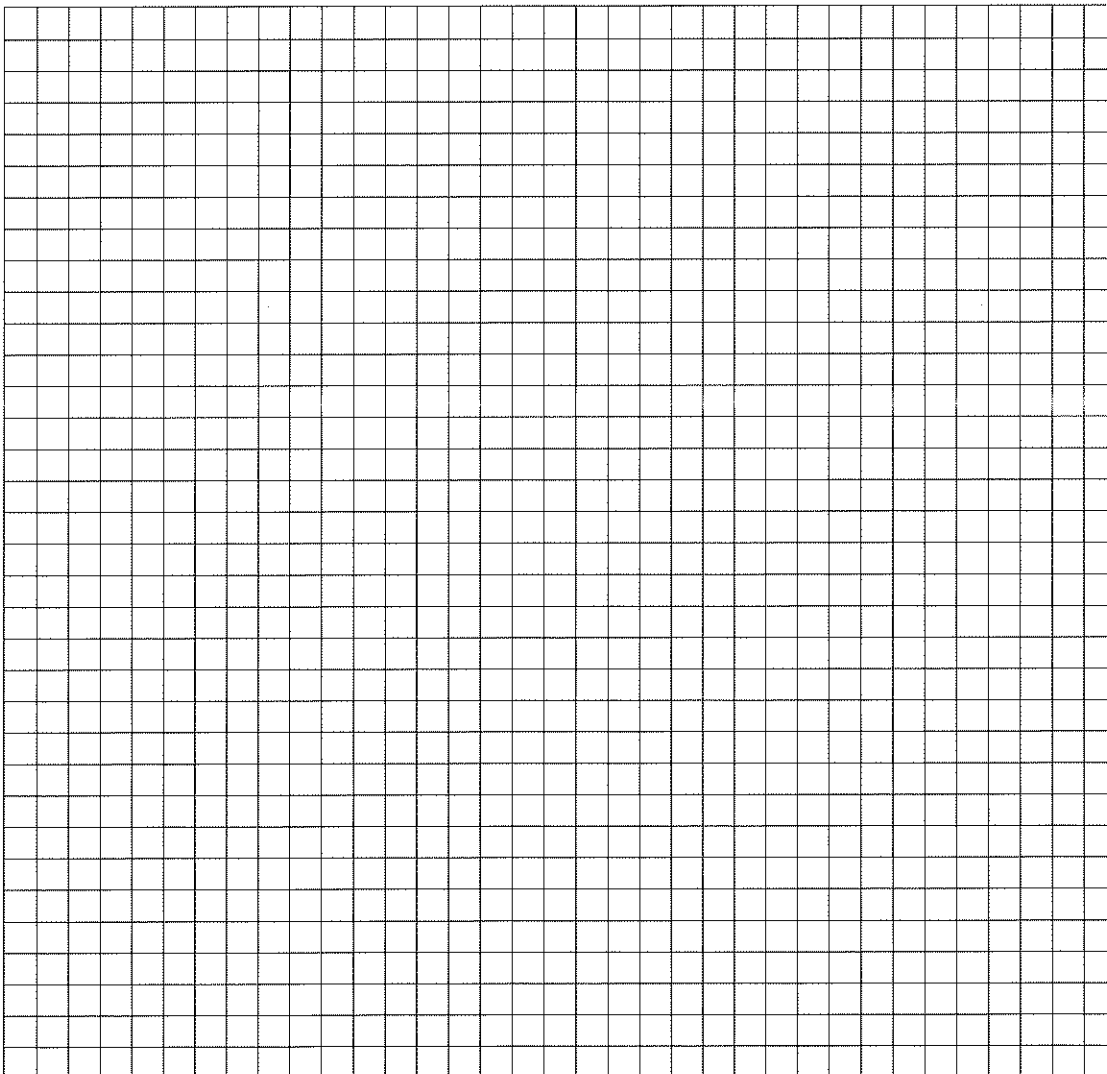
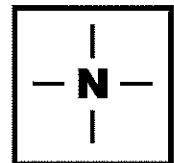
BUILDER \_\_\_\_\_ OWNER \_\_\_\_\_

WORKSHEET COMPLETED BY \_\_\_\_\_ DATE \_\_\_\_\_

**SITE DIAGRAM**

Scale: 1 inch = \_\_\_\_ feet

Please indicate north by completing the arrow.



**EROSION CONTROL PLAN LEGEND**

- PROPERTY LINE
- EXISTING DRAINAGE
- TD TEMPORARY DIVERSION
- FINISHED DRAINAGE
- LIMITS OF GRADING
- SILT FENCE
- STRAW BALES
- GRAVEL
- VEGETATION SPECIFICATION
- TREE PRESERVATION
- STOCKPILED SOIL

## THINGS TO CONSIDER AS PART OF AN EROSION CONTROL PLAN

The main objective of an erosion control plan is to prevent stormwater from carrying sediment off the site and into drainage ways, wetlands, streams, lakes, or adjacent properties. Each erosion control plan needs to be tailored to the specific characteristics of the site where land disturbance will occur as well as the type of land disturbing activity that is proposed. The following items that should be considered when developing an erosion control plan.

- Site assessment. Identify slopes and the direction that stormwater will flow on a site. It is very important to identify sensitive areas the receive stormwater flow. Some examples of receptor include wetlands, streams, lakes, road side ditches, drainage ways and neighboring properties.
- Minimize land disturbing activity. The most effective way to prevent soil erosion is to maintain the natural vegetative cover that keeps the soil in place. Minimize the time that soil is exposed by phasing the project and prompt revegetation. Leave vegetation in place wherever possible and keep the land disturbance as small as possible. Land disturbing activities larger than one (1) acre are required to obtain a construction stormwater permit<sup>1/</sup>
- Prevent stormwater from contacting exposed soil. Planning the project so that stormwater is diverted to away from areas of exposed soil will also help minimize the amount of sediment laden stormwater needs to be managed.
- Construct access and erosion control structures. Placing erosion control structures (i.e silt fences) downslope from exposed soil and upslope from sensitive receptors is required. Using a buffer of existing vegetation between the exposed soil and the erosion control structure will increase the effectiveness of erosion control. Proper site access will prevent vehicles from carrying soil onto adjacent roadways.
- Stockpile management. Stockpiles that will be in place for extended time periods must be covered or seeded.
- Site stabilization. requires that all exposed soil be reseeded . Maintenance of the vegetation to ensure proper establishment is needed until the site is stabilized.





## **5.1 INTRODUCTION**

Control Measures are any methods used to prevent or reduce the discharge of pollutants to State Waters<sup>1</sup>. Implementation of control measures for erosion and sediment control, and stormwater treatment is a requirement of the Colorado Department of Public Safety's stormwater regulations.

Control measures should meet the following requirements

- The control measures must be designed using Good Engineering, Hydrologic and Pollution Control Practices.
- The control measures must be maintained in effective operating conditions.
- The control measures must be adequate for the permitted construction site.
- The control measures require routine maintenance to prevent potential failure.
- The control measures must minimize pollutant release outside of the permitted project area.

## **5.2 PLANNING**

Required in all permitted construction activities from initial disturbance to final stabilization.

### **5.2.1 Site Assessment**

Different factors should be assessed prior to the start of construction activities for every permitted CDOT construction site including:

- **Topography:** This is the primary factor to be considered in determining the control measures to be used at the site. Soils, vegetation, and hydrologic features must also be taken into account.
- **Grading:** This will determine the slope gradient and slope length. After grading is completed, areas that remain exposed to precipitation and runoff will require the inclusion of additional control measures. The appropriate control measures will be a function of the duration of exposure and whether grading is interim or final.
- **Soil conditions:** Identifying these will allow to determine erosion potential and suitability for revegetation. A detailed analysis of soil-erosion potential is not necessary because all soils will be subject to erosion and can be generalized as equivalent for the design of control measures. This analysis is also useful to determine fertilizer requirements for vegetation establishment.
- **Existing Vegetation:** As most vegetation will be removed from a construction site during clearing and grading operations, an assessment of existing onsite vegetation is of limited use when post-development landscaping and irrigation are planned but can be useful in selecting grasses when non-irrigated revegetation is intended. **Streams and other hydrologic features:** These are important in the design of control measures. The drainage basins upslope and within the site should be assessed, the configuration of hillslope areas and drainageways, in the context of planned roads and buildings, will determine the necessary erosion and sediment controls. The



location of permanent drainage channels and other elements of the drainage system should be defined as part of the plan.

### 5.2.2 Avoidance and Minimization

Vegetation is the most effective way to control erosion. During construction activities, soil disturbance typically removes this natural protective measure, exposes soils and increases their erosion potential. Avoiding disturbance is the optimal measure to control erosion and sedimentation; clearing and grubbing should only be conducted in portions of the site that are necessary for construction, preserving most of the existing vegetation elsewhere. Trees, bushes, and strips of natural vegetation in the area of construction should be preserved, as these natural elements will help hold soil particles in place, absorb the impact of rainfall, encourage infiltration, and slow the velocity of runoff. All feasible measures to avoid or minimize soil disturbances should be incorporated as early as the design phase of the project. Avoidance and minimization reduce the need for structural control measures. Examples of avoidance and minimization measures include:

- Providing a clear span bridge over a receiving water.
- Installing retaining walls adjacent to sensitive areas to avoid impact.
- Providing designated entries and exits as part of work access plan to the extent of land disturbance.
- Diverting offsite runoff away from construction areas.
- Defining areas of existing vegetation for protection on the plans.
- Designing roadway alignments to minimize impacts to sensitive areas.
- Prohibit staging and stockpiling material in wetlands and threaten and endangered habitats.

### 5.2.3 Scheduling and Phasing

Scheduling and Phasing involve developing a construction schedule and phasing plan that minimizes the amount of erosion created by the development. Limiting the amount of soil exposed at any given period of time, will result in the least impact to the area. The construction schedule must take into consideration the seasons and periods of heaviest precipitation, it should consider the available planting season to avoid having significant amount of exposed areas prior to the winter season (planting opportunities are limited during winter seasons).

Project phasing is encouraged in all CDOT projects; CDOT Standard Specifications limit disturbed areas to maximum area of temporary stabilization (excluding areas of designated topsoil) shall not exceed 20 acres at any given time. The construction project should be phased to conform with these requirements as well as to minimize the amount of exposed areas, including providing permanent stabilization for disturbed areas prior to progressing to the next stage of construction.



#### 5.2.4 Development of a Stormwater Management Plan (SWMP)

Developing and implementing a SWMP for the construction site is a key step in the planning process. The SWMP is typically prepared during the design phase of the project. Guidelines for SWMP development is covered in the SWMP Preparer Training available from CDOT. Implementation of the SWMP will only be successful if the appropriate control measures are utilized and their effectiveness is monitored.

### 5.3 STORMWATER MANAGEMENT PLAN (SWMP)

#### 5.3.1 SWMP Requirements

All permittees are required to develop and maintain SWMPs that locate and identify all structural and non-structural control measures for the covered construction activities. Key elements for the SWMP include:

- The SWMP must contain installation, implementation, and maintenance specifications or a reference to the document with installation, implementation, and maintenance specifications for all control measures.
- A narrative description of non-structural control measures must be included in the SWMP.
- The SWMP must be updated often to reflect current conditions.

### 5.4 TRANSPORTATION EROSION CONTROL SUPERVISORS

Transportation Erosion Control Supervisors (TECS) are Erosion Control Supervisors that have received training focused on CDOT erosion and sediment control practices, and specifications as they related to transportation projects (More information on training and certifications can be found at: [http://h2o.codot.gov/portal\\_wap/tecs/main/index.aspx](http://h2o.codot.gov/portal_wap/tecs/main/index.aspx) ).

#### 5.4.1 Keys for being a successful TECS:

- Engage in Frequent Communication: Communication is one of the most important keys to being a successful TECS. Specifications have been developed to require a triad of communication between the TECS, the CDOT Project Engineer, and the site superintendent; and it is imperative that the TECS also communicates frequently with the rest of the construction team. Some of these specifications include:
  - Having the Project Engineer sign off on inspection and audit reports
  - Requiring the triad to attend weekly meetings where stormwater must be discussed
  - Having the triad present at the environmental pre-construction meeting with the CDOT Regional Water Pollution Control Manager and representatives of the project subcontractors.
- Use Tools Such as the Gauntlet: The backbone of stormwater management is identifying potential pollutants on a project, and choosing, installing, and maintaining the appropriate control measures to minimize the potential for that pollutant to enter State Waters or leave the site. The



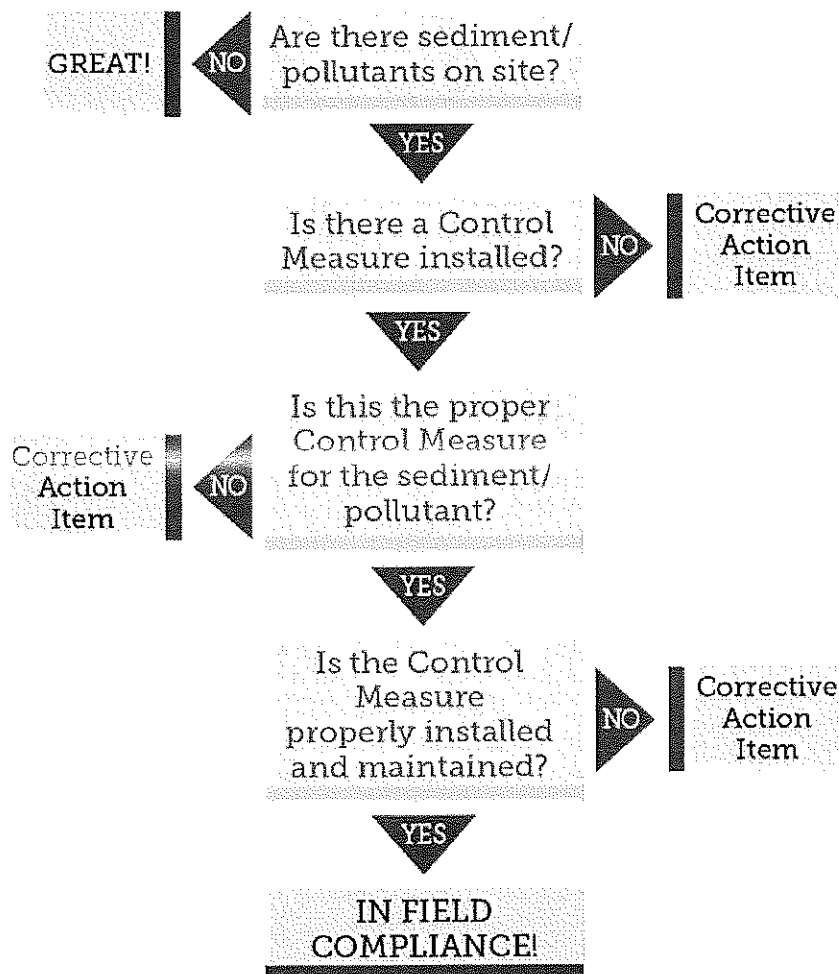
Gauntlet (below) is a valuable tool that the TECS can use to evaluate which control measure(s) to use, when to use them and how to install and maintain them for maximum effectiveness.

- Use a Proactive Approach: To be successful at managing potential pollutants on a project, a TECS must get appropriate control measures installed prior to the pollutant coming on site or being exposed. If a TECS does not adequately plan in advance of construction, they will have to employ a more reactive approach, and the chance of success will decline. Being proactive will help a TECS communicate more effectively, may reduce project costs, promotes compliance and provides clearer guidance to the subcontractors.

### 5.4.2 The Gauntlet

The Gauntlet is an easy way to inspect the appropriateness and proper installation of a control measure. A good practice is to start at an outfall and use The Gauntlet as you move backwards through a treatment train to determine potential problem areas.

## THE GAUNTLET





## **5.5 CONTROL MEASURE SELECTION**

There are a wide variety of structural and non-structural control measures that can be used at covered construction sites. Consider this chapter as only guidance in the use of control measures for all phases in the complete project delivery process. Control measures must always be designed using good engineering, hydrologic and pollution control practices, and should meet the following requirements:

- The control measures must be appropriate for the construction site and type of flows expected; they must be implemented prior to the start of construction activities and be sufficient to control potential pollutants during each phase of construction until final stabilization.
- The control measures must be selected, designed, installed, implemented, and maintained to provide control of all potential pollutant sources associated with the permitted construction site to prevent pollution or degradation of state waters or illicit discharges to the Municipal Separate Storm Sewer System (MS4). The potential pollutant sources include, but are not limited to the following:
  - Sediment
  - Construction site waste, such as trash, discarded building materials, concrete truck washout, chemicals, and sanitary waste
  - Contaminated soils
- Control measures must be included in the approved or modified SWMP.

## **5.6 INSPECTION AND MAINTENANCE**

All erosion and sediment control practices and other protective measures identified in the SWMP must always be maintained in effective operating condition. These structures often require routine maintenance to prevent failure during a runoff event, maintenance may be required even after a project might is accepted and closed, as the permits might still be open.

Routine inspections will occur during the site construction; these inspections will be used to determine if the appropriate control measures have been implemented and whether maintenance is required. The frequency and types of inspections are outlined in Chapters 2 and 4 of the Erosion Control and Stormwater Quality Guide.

## **5.7 CONTROL MEASURE CLASSIFICATION**

The recommended control measures explored in this chapter have been classified into four major categories. These categories include the use of structural and non-structural control measure devices and also encompass the use of management strategies for materials and waste products. The four categories include:

- **Erosion Control Measures:** These measures aim to minimize the amount of erosion occurring on disturbed areas until the site is fully stabilized.

## CHAPTER 5 CONSTRUCTION CONTROL MEASURES



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- **Sediment Control Measures:** These Structures aim to capture sediments that have been eroded before they leave the construction site or enter state waters.
- **Temporary Use of Permanent Water Quality Structures:** The use of existing permanent water quality structures may be permitted in a case by case basis; the use of these structures aims to minimize the amount of sediment laden water released into state waters or storm sewer systems.
- **Materials and Waste Management Strategies:** These management strategies aim to provide a better management framework to handle, store and mitigate potential pollution from the use of materials and chemicals during the construction of transportation project.

# 16. Erosion Bales (EB)



## 1. DESCRIPTION:

Erosion Bales are temporary sediment control structures consisting of a row of entrenched and anchored weed free straw or hay bales.

## 2. CONTROL MEASURE USES

- Erosion Control
- Sediment Control
- Site/Materials Management

## 3. RELEVANT SPECIFICATION SECTIONS

Section 208 - Erosion Control

- a) 208.02.(a) - Materials
- b) 208.12 - Basis of Payment

## 4. RELEVANT M-STANDARD DETAILS

M-208-1, Sheet 10 of 11 (Erosion Bale Applications)

## 5. BASIS OF PAYMENT

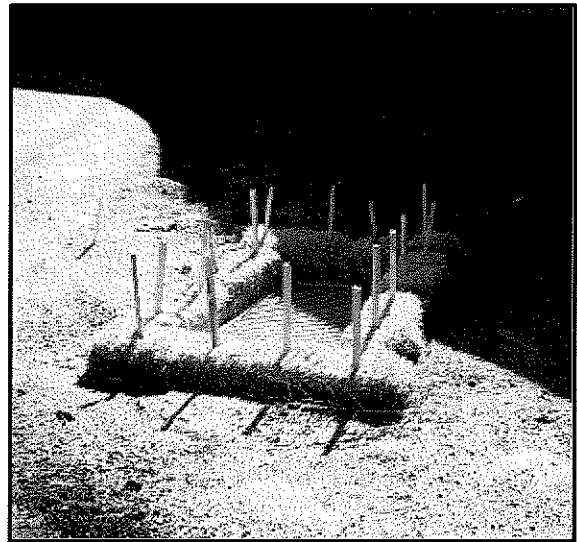
Pay item	Description	Pay Unit
208-00011	Erosion Bales (Weed Free)	EACH

## 6. APPLICATIONS

- Install along toe of fill areas to use as temporary filters.
- Use to intercept runoff from ditches, swales, and sump areas.
- Use for Temporary Storm Drain Inlet Protection devices.

## 7. LIMITATIONS

- May be installed in constructed ditches but not in live channels.
- When these structures are used, a secondary sediment control measure must be installed.
- Effectiveness is reduced after 3 months of use.

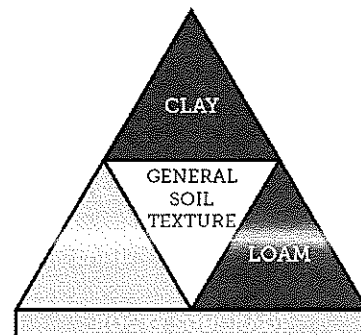


*Erosion Bales installation around area inlets*

## 8. CONTROL MEASURE SOILS TRIANGLE

### SOIL TEXTURE AND SUBGRADE CONDITIONS

- APPROPRIATE
- ◐ SOMEWHAT APPROPRIATE
- NOT APPROPRIATE



# 16. Erosion Bales (EB)



## 9. SWMP ADMINISTRATOR FOR DESIGN CRITERIA

- Ensure disturbed contributing drainage area is less than 0.25 acre per 100 linear feet of Erosion Bale and has a maximum exposed slope of 2H:1V.
- Maximum runoff velocities must not exceed 1 cfs for areas in any installation scenario.
- When used as Storm Drain Inlet Protection device, follow design and installation guidelines outlined in the Storm Drain Inlet Protection fact sheet (No. 21).

## 10. INSTALLATION CRITERIA

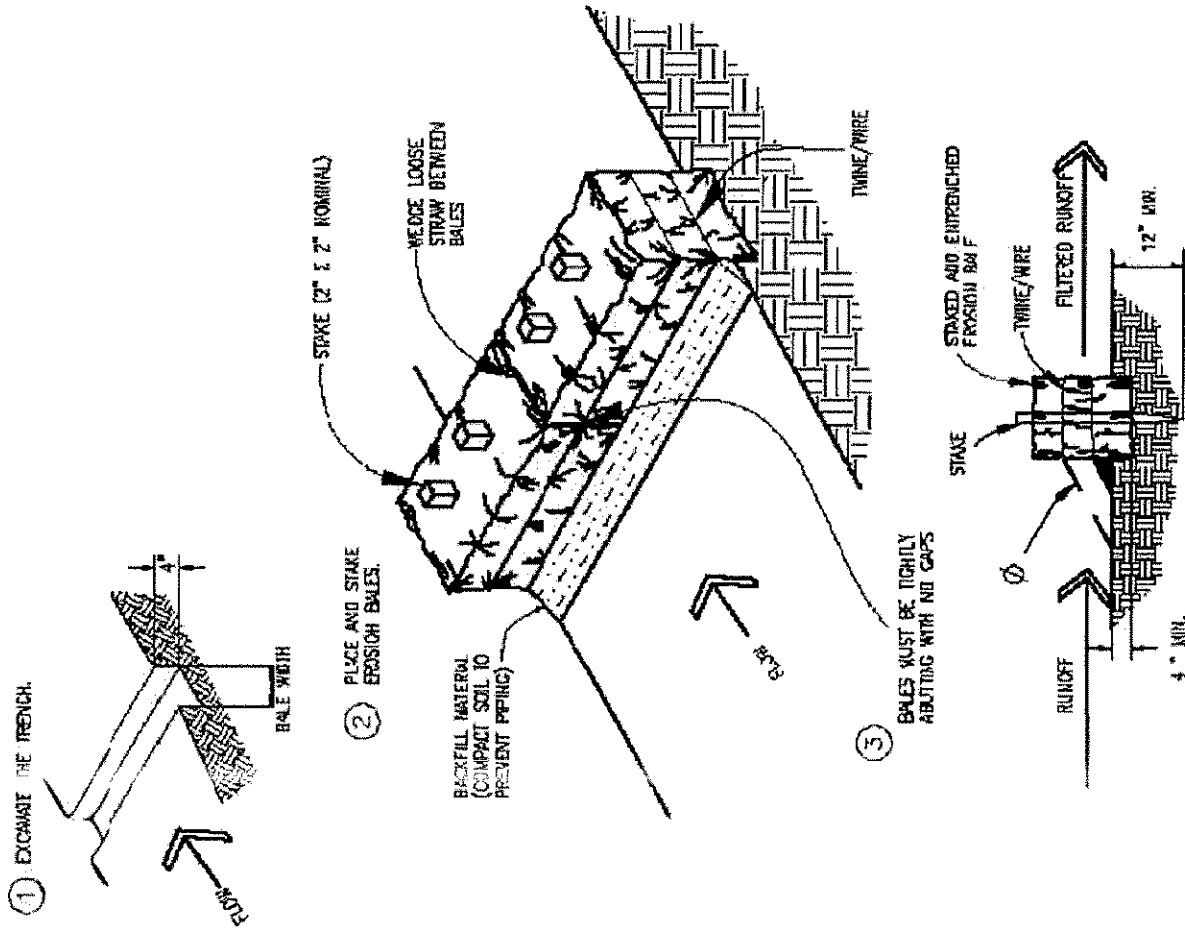
- When used as Storm Drain Inlet Protection, follow the installation criteria as outlined in the Storm Drain Inlet Protection fact sheet (No. 21).
- Trench to a minimum depth of 4 inches, and place Erosion Bale and backfill behind the barrier and around the perimeter up to 4 inches against the uphill side.
- Stake Erosion Bale using at least two wooden stakes driven into the ground a minimum of 1 foot. Stakes must be placed in such a way as to force Erosion Bales together.
- If gaps are present between Erosion Bales, fill in gaps with weed-free straw to prevent water from flowing through.
- When installed around culvert inlets, key Erosion Bale into fill slope adjacent to the pipe end section.
- When installed along the toe of fills, offset Erosion Bales at least 5 feet from toe of slope. Install parallel to the contours.

## 11. MAINTENANCE AND REMOVAL

- Visually inspect at regular frequency for degradation throughout the duration of construction activities. Replace Erosion Bales immediately to maintain proper functioning.
- Replace Erosion Bales as necessary but at a minimum frequency of once every 3 months to maintain sediment capture capacity.
- When barrier is no longer needed, remove and dispose of the structure and accumulated sediment.
- After removal, trenches must be filled in, seeded, and mulched.
- Sediment and straw may not be dispersed onsite unless approved by the Engineer.



# 16. Erosion Bales (EB)

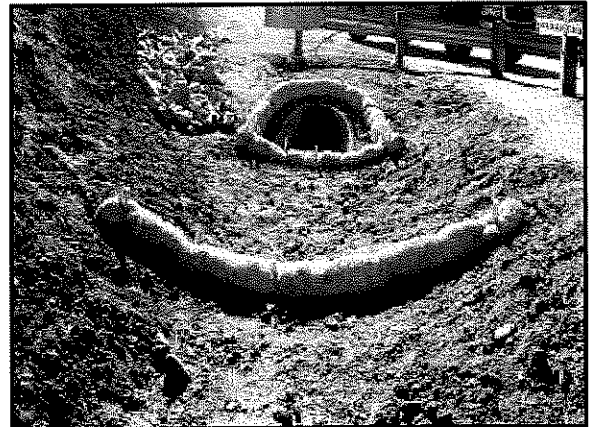


EROSION BALE TRENCHING AND STAKING (TYP)

# 17. Erosion Logs (EL)

## 1. DESCRIPTION:

Erosion Logs are temporary control measures consisting of a bound cylindrical bundle of a combination of excelsior, straw, coconut fibers, wood chips, or compost and anchored to the ground with wooden stakes. It is used to reduce flow velocities, capture sediment and release runoff as sheet flow over stabilized areas.



*Erosion Logs along construction access road*

## 2. CONTROL MEASURE USES

- Erosion Control
- Sediment Control
- Site/Materials Management

## 3. RELEVANT SPECIFICATION SECTIONS

Section 208 - Erosion Control

- a) 208.02 (h) - Materials – Erosion Logs
- b) 208.05 (I) - Construction BMPs
- c) 208.11 - Method of Measurement
- d) 208.12 - Basis of Payment

## 4. RELEVANT M-STANDARD DETAILS

M-208-1, Sheet 2 of 11 (Erosion Log Applications)

M-208-1, Sheet 3 of 11 (Toe of Slope Protection Applications)

M-208-1, Sheet 6 of 11 (Erosion Log Installations)

## 5. BASIS OF PAYMENT

Pay Item	Description	Pay Unit
208-00012	Erosion Log Type 1 (9 inch)	LF
208-00002	Erosion Log Type 1 (12 inch)	LF
208-00013	Erosion Log Type 1 (20 Inch)	LF
208-00007	Erosion Log Type 2 (8 Inch)	LF
208-00008	Erosion Log Type 2 (12 Inch)	LF
208-00009	Erosion Log Type 2 (18 Inch)	LF
208-00022	Erosion Log Type 3 (9 Inch)	LF
208-00023	Erosion Log Type 3 (12 Inch)	LF
208-00024	Erosion Log Type 3 (20 Inch)	LF
208-00026	Coir Roll	LF

## 6. APPLICATIONS

- Use to intercept surface runoff, reduce flow velocities, and capture sediment.
- Where long slopes are present and at grade breaks, use Erosion Logs to prevent formation of concentrated flow paths.
- Upgradient of stormwater inlets, use Erosion Logs to filter sediment and capture debris.
- When vegetation hasn't established, use Erosion Logs as check dams in small drainage ditches.
- Use as perimeter control for stockpiles locations.

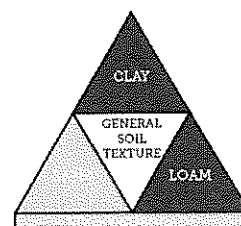
## 7. LIMITATIONS

- In ditches where continuous flows are expected, avoid using Erosion Logs
- Do not use below the ordinary high-water mark for stream applications.
- Can be dislodged after a storm event if appropriate anchoring is not provided.
- Only use as a temporary measure as bounding net is biodegradable and will release contents when degraded.

## 8. CONTROL MEASURE SOILS TRIANGLE

SOIL TEXTURE AND SUBGRADE CONDITIONS

- APPROPRIATE
- SOMEWHAT APPROPRIATE
- NOT APPROPRIATE



# 17. Erosion Logs (EL)



## 9. SWMP ADMINISTRATOR FOR DESIGN CRITERIA

- Ensure a maximum allowable tributary area of 0.25 acre with up to 150 feet of disturbed 3H:1V slope drains to the site per every 100 linear feet of Erosion Logs installed.
- Placement of Erosion Logs should meet the following maximum spacing requirements:

Flow Line Gradient	Maximum Check Dam Spacing based on Nominal Log Diameter (Feet)		
	8 to 9 Inches	12 Inches	18 to 20 Inches
0% to 2%	30	55	75
2% to 5%	25	40	55
5% to 10%	15	30	40
10% to 33%	10	15	20
33% to 50%	5	10	15

- The following are specific planning considerations for each Erosion Log type.
  - Erosion Log (Type 1) - Aspen wood excelsior contained in plastic netting. Plastic netting should not be used when regulatory permits prohibit their use or if there is a potential for plastic netting to endanger wildlife.
  - Erosion Log (Type 2) - Compost-wood blended material contained in geotextile bag. A longer-lasting control measure ideal for sites where filtering of hydrocarbons or dissolved metals are required.
  - Erosion Log (Type 3) - Aspen wood excelsior contained in natural fiber netting. A compostable (biodegradable) control measure ideal for locations where removing the logs might be labor intensive or cause damage to the existing vegetation.
  - Coir Roll - 100 percent coconut palm tree fiber contained in bristle coir netting considered a longer-lasting compostable (biodegradable) control measure used in stream bank restoration and wetland mitigation projects.

## 10. INSTALLATION CRITERIA

- Configure Erosion Logs perpendicular to concentrated flows and parallel to contour lines.
- Ensure Erosion Logs are trenched into the ground at least 2 to 3 inches to prevent riling and erosion beneath.
- Ensure wooden anchor stakes are embedded to a minimum depth of 12 inches and are placed at approximately 90 degrees from each other.
- When used for toe of slope protection measures, place Erosion or Coir Log 5 to 10 feet beyond the toe of the slope to provide storage capacity. Flare ends of Erosion Log upslope.
- When used as inlet protection measures, locate Erosion or Coir Logs at the edge of the concrete aprons or at the edge of the inlet grating if no concrete is present.

## 11. MAINTENANCE AND REMOVAL

- Visually inspect to ensure Erosion or Coir Log is installed properly and doesn't present erosion around it.
- If casting net is damaged, and the log becomes split, torn, or unraveled, remove and replace Log in-kind and dispose of damaged material properly.
- Remove sediment when sediment accumulates to half the height of the Log.
- Additional stakes are required if Log slumps or sags.
- Replace wooden stakes when broken or missing.
- When Erosion Log (Type 1) is no longer needed, remove and dispose of the log and accumulated sediment. Excelsior can be dispersed onsite with Engineer approval. All elements of the plastic netting must be picked up and disposed of at a landfill or recycling facility.

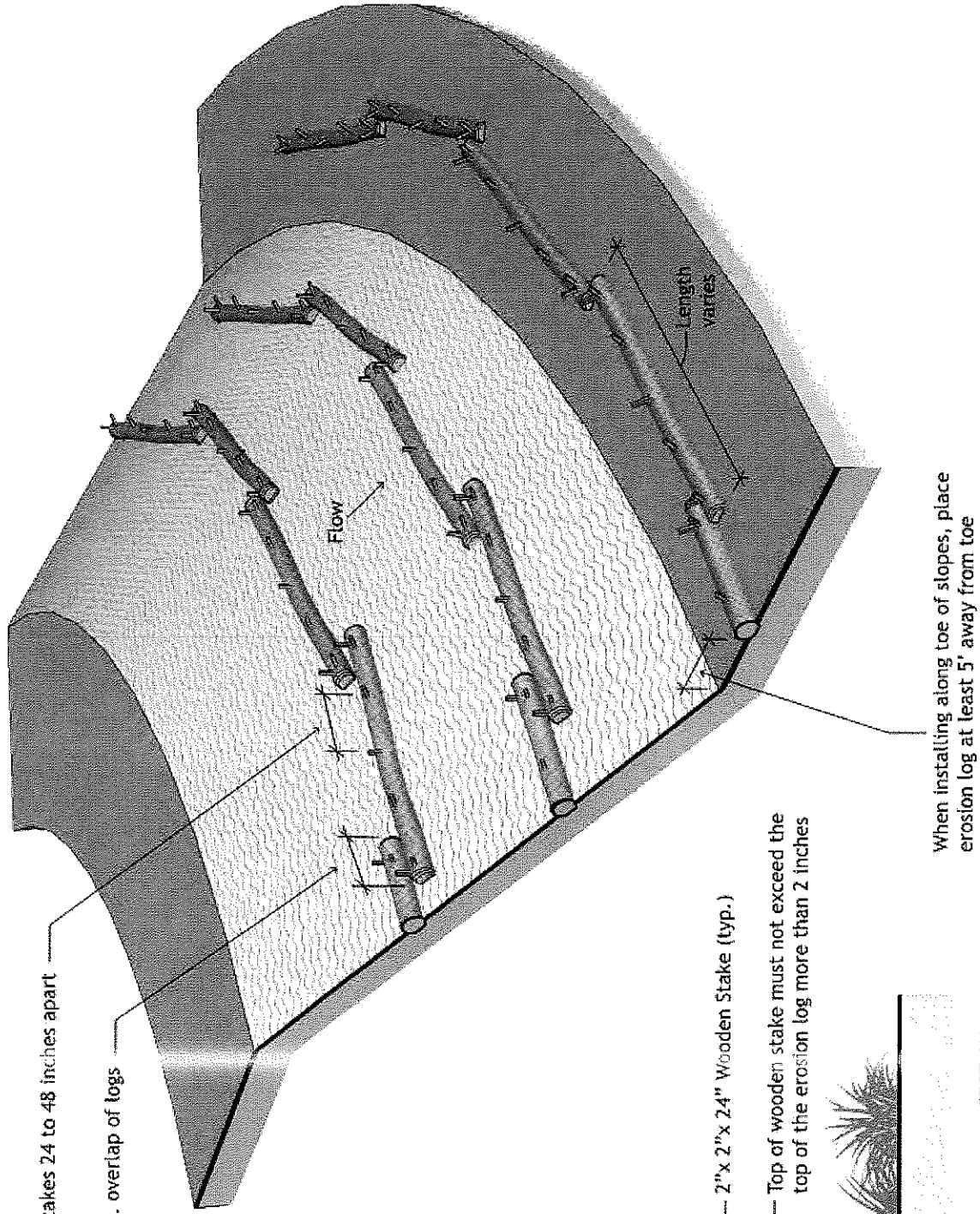
## 17. Erosion Logs (EL)



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- When Erosion Log (Type 2) is no longer needed, remove and dispose of the log and accumulated sediment. With Engineer approval the compost-wood blended material can be dispersed onsite. All elements of the geotextile bag must be picked up and disposed of at a landfill or recycling facility.
- When Erosion Log (Type 3) and Coir Roll are no longer needed, dispose of the accumulated sediment; the Logs can remain onsite. All of the elements (entire Log and stakes) are compostable (biodegradable) and are not required to be removed for the permittee to terminate the stormwater construction permit.

# 17. Erosion Logs (EL)



Space stakes 24 to 48 inches apart

12" min. overlap of logs

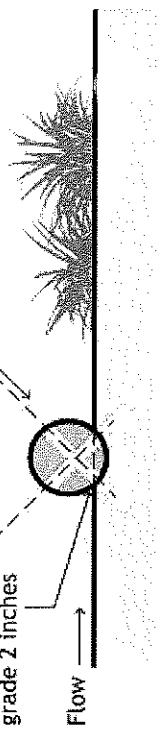
Flow

Length varies

Stakes approximately 90 degrees to each other (typ.)

Trench log into grade 2 inches

Top of wooden stake must not exceed the top of the erosion log more than 2 inches



SECTION

When installing along toe of slopes, place erosion log at least 5' away from toe

# 20. Silt Fence (SF)



## 1. DESCRIPTION:

Silt Fence is a temporary, entrenched sediment barrier made from woven geotextile fabric (in some cases with wire backing) and stretched across supporting wooden posts. It is used to intercept stormwater runoff containing sediment loads. Silt Fence is intended to allow sediment in surface runoff to settle before runoff leaves the project site.

## 2. CONTROL MEASURE USES

- Erosion Control
- Sediment Control
- Site/Materials Management

## 3. RELEVANT SPECIFICATION SECTIONS

Section 208 - Erosion Control

- a) 208.02.(b) - Materials
- b) 208.05.(c) - Construction of Control Measures
- c) 208.11 - Method of Measurement
- d) 208.12 - Basis of Payment

## 4. RELEVANT M-STANDARD DETAILS

M-208-1, Sheet 3 of 11 (Toe of Slope Protection Applications)

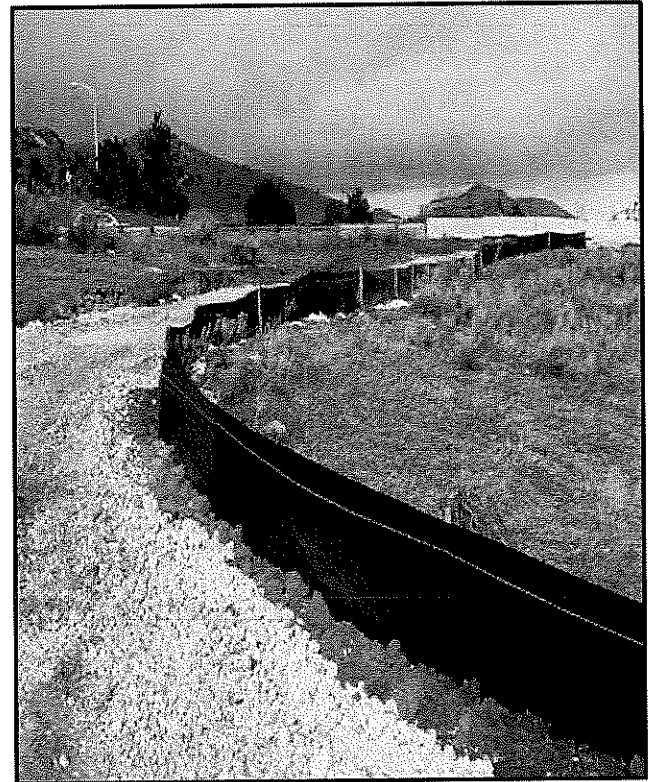
M-208-1, Sheet 8 of 11 (Silt Fence Applications)

## 5. BASIS OF PAYMENT

Pay item	Description	Pay Unit
208-00020	Silt Fence	LF
208-00021	Silt Fence (Reinforced)	LF

## 6. APPLICATIONS

- Downgradient of a disturbed area
- Along the perimeter of receiving waters (e.g. streams, ponds, and wetlands)
- Along the perimeter of a construction site (for example, staging area, and stabilized construction roads)
- Around temporary stockpiles
- At the toe of fill of exposed and erodible soils.



*Silt fence along perimeter of stabilized construction road*

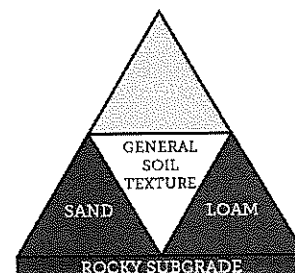
## 7. LIMITATIONS

- Not for intercepting concentrated flows (streams, channels, drainage paths).
- Limit use to drainage basin areas of 0.25 acres or less.
- Not suitable for mid-slope protection on slopes steeper than 4H:1V.
- Not suitable as flow diversion.
- Not suitable for areas where continuous ponding occurs.

## 8. CONTROL MEASURE SOILS TRIANGLE

### SOIL TEXTURE AND SUBGRADE CONDITIONS

- APPROPRIATE
- ◐ SOMEWHAT APPROPRIATE
- NOT APPROPRIATE





## 20. Silt Fence (SF)



### 9. SWMP ADMINISTRATOR FOR DESIGN CRITERIA

- Designer may use standard or reinforced Silt Fence with wire backing based on site conditions.
- Limit tributary drainage area to less than 0.25 acre of disturbed area for every 100 linear feet of installed Silt Fence.
- Limit disturbed slope length to 150 feet per 100 linear feet of Silt Fence installed.
- Ensure flows reaching Silt Fence are lower than 0.5 cfs per linear foot of Silt Fence installed.
- Ensure elevation of Silt Fence base does not vary more than  $(1/3 \times \text{height})$  of Silt Fence installed.
- When base elevation of Silt Fence varies more than  $(1/3 \times \text{height})$  of Silt Fence installed, offset next row of Silt Fence and ensure an overlap between rows of at least 10 linear feet.
- Limit installed run distance to 500 linear feet.
- Protects drainageways from upland disturbance resulting from construction.
- May be installed in high winds areas or on slopes greater than 2H:1V, prior in consultation with SWMP Reviewer.
- Use reinforced Silt Fence when areas of rock or soil dislodging are frequent.

### 10. INSTALLATION CRITERIA

- Silt Fence is most effective when installed in relatively level terrain, or parallel to a contour, on slopes that shed sheet flow.
- For Silt Fence at the toe of a slope, place at least 5 feet away from toe of slope to allow for maintenance access.
- Anchor the bottom portion of the Silt Fence in a 6-inch deep by 6-inch wide trench and compact.
- Where installation along contour is not possible, construct a J-hook to ensure no concentrated flow paths are created along the installed Silt Fence.

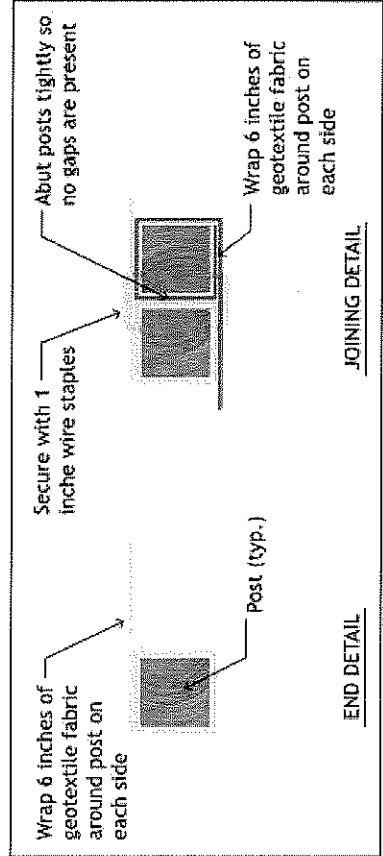
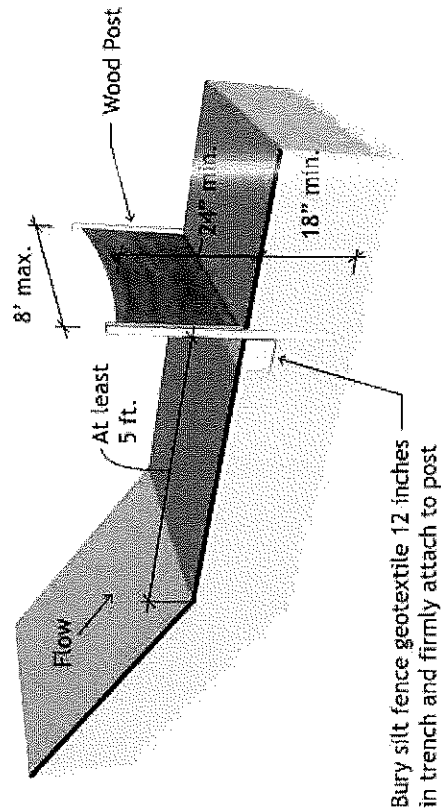
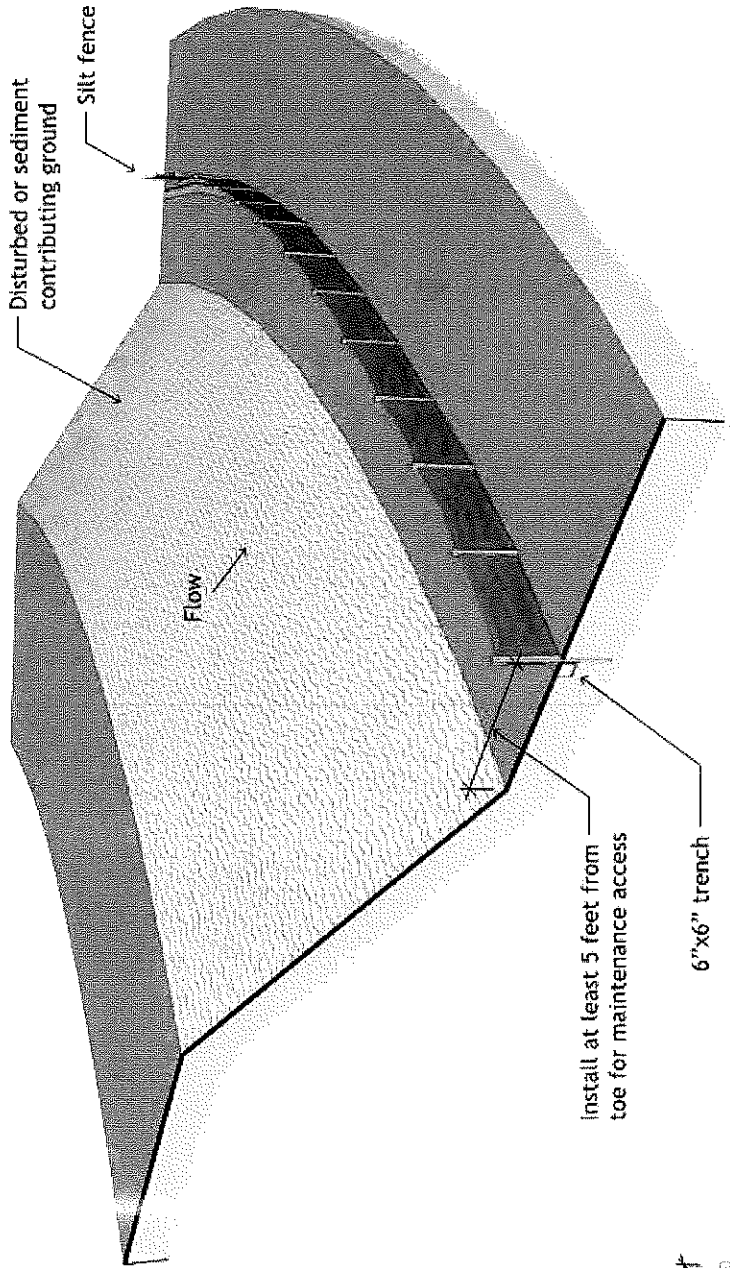
### 11. MAINTENANCE AND REMOVAL

- Visually inspect installed Silt Fence frequently; immediately repair any holes in geofabric, slumping of the fence, and undercut areas.
- Inspect installed Silt Fence whenever rainfall is forecast and after every storm event.
- Damaged Silt Fence material shall be replaced, removed from construction site, and disposed of appropriately during the contracted construction period.
  - Silt Fence has a lifespan between 5 and 8 months; projects with longer duration might need to partially or fully replace installed Silt Fence one or more times during construction.
  - Repair or replace any damaged length of Silt Fence resulting from snow removal operations near roadway construction areas.
- After construction activities have concluded and with prior authorization from the Erosion Control Supervisor or Regional Environmental Staff, have contractor remove installed stakes and fabric both above and below ground, and stabilize ground (returning it to pre-project conditions) by filling and compacting post holes, removing sediment accumulation, and blending the disturbed area to match existing surroundings.
- Only remove silt fence when construction activities upgradient are complete and replacement control measure(s), such as Erosion Bales or Erosion logs have been placed, and with Erosion Control Supervisor or Regional Environmental Staff approval.

# 20. SILT FENCE (SF)



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# 29. Stockpile Management (SM)



## 1. DESCRIPTION:

Stockpile areas are used for temporary storage of construction materials and must be managed to minimize erosion and sediment transport from erodible material stockpiles.

## 2. CONTROL MEASURE USES

- Erosion Control
- Sediment Control
- Site/Materials Management

## 3. RELEVANT SPECIFICATION SECTIONS

Section 208 - Erosion Control

- a) 208.07 - Stockpile Management

## 4. RELEVANT M-STANDARD DETAILS

No Standard Details exist for this Management Strategy.

## 5. BASIS OF PAYMENT

Pay item	Description	Pay Unit
208-00028	Plastic Sheeting	SY
213	Mulching	VARIES
208	Various items to contain perimeter	

## 6. APPLICATIONS

Areas where active and nonactive stockpiles of construction materials are stored.

## 7. LIMITATIONS

- Stockpiles should not be placed on paved areas unless no other practical alternative exists on-site.

## 8. APPROVED PRODUCTS LIST

Refer to: <https://www.codot.gov/business/apl>



*Erosion Logs used for stockpile management practices*

## 9. PROCEDURES

- Stockpiles should be placed a minimum of 50 feet away from State Waters and shall be confined so that no potential pollutants will enter State Waters and other sensitive areas. Stockpiles shall also be protected with a temporary perimeter control measure. Level-to-gently-sloping grassed areas provide good stockpile sites and should not be placed in or along wetlands, ditches, swales, or against slopes that are more than 2:1.
- Stockpiling of contaminated soils should be avoided. If unavoidable, these stockpiles should be covered with plastic sheeting with berms surrounding the stockpile to prevent runoff from leaving the construction site. Contaminated soils should be transported offsite.
- Implement wind erosion control practices in accordance with Wind Erosion Control (fact sheet No. 38) as appropriate on all stockpiles.
- Erodible stockpiles (including topsoil) must be contained with an acceptable control measure at the toe (within 5 to 10 feet of the toe) at all times

# 29. Stockpile Management (SM)



## **10. PROTECTION OF STOCKPILES FOR PROJECTS TEMPORARILY HALTED FOR 14 DAYS**

- Soil Stockpiles:
  - Soil stockpiles should be covered or protected with interim stabilization in accordance with 208.04(e). If no longer needed, the stockpiles should be removed and disposed of properly.
- Stockpiles of aggregate base, or aggregate subbase:
  - These stockpiles should be covered or protected with a perimeter sediment barrier at all times. If no longer needed, the stockpiles should be removed and disposed of properly.
- Stockpiles of “cold mix”:
  - Cold mix stockpiles should be placed on and covered with plastic sheeting material at all times and surrounded by a berm.
- Stockpiles/storage of pressure treated wood with copper chromium and arsenic or ammonia, copper, zinc, and arsenate:
  - Treated wood should be covered with plastic sheeting material at all times and placed on pallets.
  - Along with plastic sheeting material, tarps can be used to cover unused materials and materials on pallets.

## **11. PROTECTION OF ACTIVE STOCKPILES**

- Prior to the onset of precipitation, active stockpiles of the identified material should be protected further, as follows:
  - All stockpiles require temporary stabilization at the end of each day in accordance with 2018.04(e), and require a sediment barrier, such as Erosion Logs, Silt Fence, or Compacted Berms.
  - Stockpiles of cold mix should be placed on and covered with plastic sheeting material.

## **12. MAINTENANCE AND REMOVAL**

- Routinely spot-check stockpile areas for compliance. Repair perimeter control and covers as needed. Sediment should be removed when sediment accumulation reaches half of the barrier height.
- Inspect containment structures or other perimeter controls routinely and repair when signs of degradation are visible.
- Remove stockpiles and dispose of properly if no longer needed.
- Re-vegetate or install other approved methods of final stabilization in areas where stockpiles and access roads are located.



CHAPTER THREE  
UNIFORM REQUIREMENTS

3 – 101 PURPOSE AND APPLICABILITY

Uniform requirements apply to any and all applicants for an Improvement or Use Permit, regardless of the nature of the improvement, use, location, zoning district or presence or absence of hazard areas. The purpose of this provision is to insure uniformity in dealing with changes or improvement in land use or structures; to properly identify parties involved in and responsible for activities, development, improvements or changes in land use or structures; and to provide the County with a uniform means of reviewing, approving, monitoring or regulating activities, uses, growth, development or improvements for the purposes of: assessment; taxation; police and fire protection; protection of public health, safety and welfare; provision of services; maintenance of road systems; avoidance of hazards; protection and conservation of natural resources; protection of the environment; preservation and protection of historically, archeologically, economically or other significant areas, sites and structures; preservation and protection of scenic areas and vistas; preservation and diversification of the economy; and future planning.

3 – 102 REQUIREMENTS FOR PERMIT APPLICATIONS

Each application for an Improvement or Use Permit shall include, or be accompanied by, the following information:

- .1 The name, mailing address, street or rural address, telephone number and e-mail address of:
  - (a) The applicant for the permit.
  - (b) All owners of the property, including owners of any mineral rights, water rights, timber, etc., who might be affected by the proposal.
  - (c) Any agents authorized to act on behalf of the owner or the applicant. If the applicant is not the owner of the property, the applicant shall include a signed letter of authorization from the property owner allowing them to submit the application.
  - (d) Any contractor retained or to be retained to accomplish any portion of the improvement.
- .2 Proof of ownership of the property (including all mineral rights) and of deeded access to the property or, in the event the property is not owned in its entirety by the applicant, proof of binding, irrevocable consent of all owners of the property or of any mineral rights associated with the property to the development plan. In case of an application to conduct any mining activity, a lease of the property of sufficient duration to permit the completion of all activities intended under the development application may suffice.



- .3 Legal description of the property, to include:
  - (a) Parcel name, if any.
  - (b) Survey number, tract number or other recorded identifying number of the parcel.
  - (c) Location of the parcel by Township, Range and Section.
  - (d) Acreage of the entire parcel involved, to the nearest tenth of an acre.
  - (e) Zoning classification of the parcel.
- .4 A **vicinity map** showing the surveyed boundaries of the property shall be depicted on a USGS 1:24,000 topographic map.
- .5 A list of the names and mailing addresses for all property owners within 1,500 feet of the perimeter of the property to be developed, accompanied by pre-addressed, stamped legal envelopes for each name on the list. This requirement shall not apply to improvement permits sought to build a single family dwelling in an existing approved subdivision or PUD.
- .6 If the application concerns a subdivision of land, a proposed rezoning, a PUD, or a use which is not allowed by right, the County shall require:
  - (a) A **certified** survey plat of the property (or of any portion thereof proposed to be developed if less than the entire parcel is to be developed) together with all roads or other means of accessing the property shown to the nearest public road and if it is impractical to survey the entire parcel, including metes and bounds descriptions, and the bearing to an established survey monument, mineral monument, bench mark or other monument. The survey plat shall be drafted on mylar sheets, wet stamped and signed by a Colorado licensed surveyor and filed for the record in San Juan County Clerk and Recorder's Office. The licensed surveyor shall establish and certify permanent monuments at each corner of the property. A US Mineral Survey is sufficient description for mining activities.

Because the precise boundaries of San Juan County have not been surveyed, if the property or parcel on which development is being proposed may include land lying in another county, the survey required by this section shall be performed by the San Juan County Surveyor who, in conjunction with the county surveyor of any other counties in which any portion of the property or parcel may lie and in conformity with any applicable state statutes, shall locate and monument on the property the precise location of the County line, as fixed by state statute. The applicant shall bear all costs associated with this special survey requirement. No development shall be permitted in San Juan County on any mining claim or other parcel which lies both in San Juan and in another county if any development has occurred on any portion of the parcel lying in another county. Any use, improvement or development



authorized by San Juan County must be located on the portion of the property lying within San Juan County.

(b) A copy of the certified survey plat upon which the applicant shall provide by sketch or plan:

(i) The relative location of existing and proposed improvements, buildings, structures, roads, trails, ditches, fences, tramways, portals, shafts, other surface features or disturbances and all historic sites and features.

(ii) All adjoining property, and the owners, or the agencies responsible for the management thereof.

(iii) Location of natural land features, to include topography, rivers, streams, lakes, ponds, wetlands, gullies, cliffs and major vegetation.

(c) The applicant shall provide to the County all survey data in an approved electronic format.

Add to 3-102.6 [survey requirements] the following provision:

.7 Information as follows shall be submitted in accordance with the adopted Skyline Development Standards:

(a) Photographs of the current site conditions of the property and specifically, photographs of the proposed development location shall be taken from any roads, highway, railroad or Town of Silverton from which the proposed improvement or use may be visible.

(b) Computer generated or other representations showing the proposed improvement or use against the background of the surrounding area and sky as the improvement or use will appear when completed.

(c) When compliance with the Skyline Development Standards cannot be sufficiently determined or at the request of the Land Use Administrator, the applicant shall erect story poles connected by visible tape (e.g., construction tape) that clearly illustrate the full massing of the proposed structure.

.8 Sketch and/or site plans, floor plans, diagrams and technical drawings as may be required by the Building Code and related codes as adopted by the County;

(a) A general or conceptual site plan at Sketch Plan Review and a detailed, accurate site plan at Preliminary and/or Final Review illustrating the following:

- (i) Location and dimensions of all proposed improvements, buildings, other structures and building or activity envelope, including the distance from property boundaries; Location of all existing and proposed elevation contours at 2-foot intervals within the building or activity envelope;
  - (ii) Location and size of cistern, well or water lines;
  - (iii) Location and size of septic system, greywater system or alternative system;
  - (iv) Location and size of any other improvements such as patios, decks, storage sheds, solar collectors/panels, generators, propane tanks, trash receptacles, electric lines, etc.;
  - (v) Location and dimensions of access driveways, walkways and parking areas;
  - (vi) Identification and location of any historic features and historic trails on the property including description, location and dimensions; and
  - (vii) Location and width of any easements or rights-of-way for County roads, trails and Federal government roads.
- (b) General or conceptual building floor plans and elevations, drawn to scale, for Sketch Plan Review and detailed, accurate floor plans, elevations and details, drawn to scale, and building materials and colors specified for Preliminary and/or Final Review to facilitate the County's review of the building and its general safety.
- (c) The exact location of all proposed improvements and building sites (or building/activity envelope) must be identified on the property via the installation of survey stakes and survey flagging. Upon approval of the Improvement or Use Permit, flagging and/or staking that identifies the exact location of the approved building footprint or building/activity envelope in relationship to the property boundary shall be installed by a Colorado licensed surveyor to identify the development and building location(s) during the building permit and construction process. Land Use Administrator or designee shall inspect and approve the flagging and/or staking of the proposed development prior to commencing construction activities.

.9 Proof of an adequate water source for the use intended, to consist of either:

- (a) A decreed and adjudicated surface water right.



- (b) Evidence of ability and authority to join in an existing central water distribution system defined by name and mailing address.
  - (c) A well permit issued by the Colorado Division of Water Resources.
  - (d) A written statement from the Colorado Division of Water Resources on the feasibility and adequacy of the water source and its possible effects on actual and decreed uses of water.
  - (e) In the absence of available water on the property, evidence of having an adequate transfer and water storage system.
- .10 Evidence of a proven method of sewage disposal. The County requires an engineered waste disposal system or other proven waste disposal system in addition to San Juan Basin Health approval. Upon installation, the County may continue to review and inspect the waste disposal system to ensure that is operational and in compliance with applicable health and environmental standards. **Proof of adequate sewage disposal** may consist of the following:
- (a) **Clearance and approval from the San Juan Basin Health Department** of a professionally engineered or a designed proven alternative individual sewage disposal system.
  - (b) The ability and authority to join an existing central sewage disposal collection and treatment system.
  - (c) The ability to create a central sewage collection and treatment system, verified by the San Juan Basin Health Department and the Colorado Department of Health.
- .11 Information on the location of the property and the proposed improvements relative to the County Road System and the State of Colorado Highway System.
- .12 A completed and approved application for a driveway permit from the Colorado Division of Transportation (CDOT), if a new access road or driveway intersects U.S. 550; or from the County Road Supervisor, if a new access road or driveway intersects any County road or County maintained road, including all U.S. Forest Service (USFS), Bureau of Land Management (BLM) or other roads for which the County has maintenance responsibilities.
- .13 Written approval of an access easement or other irrevocable or permanent grant of access from the U.S. Forest Service (USFS) or the Bureau of Land Management (BLM), as appropriate, if a new or improved road or driveway crosses public land. If an access road or driveway serves more than one (1) parcel, all properties served by that road or drive shall enter into a use and maintenance agreement as a condition of any land use approval.
- .14 A project number shall be assigned by the County and applied to all files, maps, documents, permits, certificates and correspondence relating to the application.

- .15 All dates related to the application submittal, public notice, review, approval, denial, permit issuance and/or other aspects of the project shall be noted in the file by the County.
- .16 The amounts and payment of all fees.
- .17 Any and all information which may be required in connection with Sections 3 – 103 and 3 – 104 for a given case.
- .18 Proof that all property taxes levied against the property have been paid and that there are no unredeemed Certificates of Purchase associated with the property.

### 3 – 103 POSSIBLE REQUIREMENTS

Applicants are reminded that a variety of specific requirements exist for specific instances beyond those specified in Section 3 – 102, involving possible requirements and regulations from federal, state, special districts or municipal jurisdictions. Specific submittals may also be required for Chapters 7, 8, 9, 10, or 11 regarding special impact analyses. While the list incorporated in the application for Improvement or Use Permit is designed to cover the most common and uniform requirements, it cannot be deemed an exclusive list of requirements for all possible circumstances, and it is not purported to be such. Depending upon the type of activity, development, improvement or use being proposed, other agency approvals or clearances may be required for items such as, but not limited to, water discharge, potable water sources and clearances for utilities in relation to railroad or highway right-of-way. These, and other similar items, may be incorporated as prerequisites for the granting of an Improvement or Use Permit as applicable under this Code.

### 3 – 104 CONSTRUCTION AND BUILDING CODES ADOPTED

The Board of Commissioners may, on occasion, adopt various codes relating to construction and buildings. The provisions of any code so adopted apply to applications submitted under this Regulation. The most stringent provision of any code or regulation applies.

### 3 – 105 HISTORIC IMPACT CLEARANCE

It is the intent of this provision is to protect and preserve the historical assets of the area including historic structures, sites, and other cultural assets within San Juan County. Applicants are required to obtain clearance from the Land Use Administrator regarding any possible impacts on historic sites or structures prior to the issuance of an Improvement or Use Permit. The procedure for obtaining this clearance is as follows:

- .1 The Land Use Administrator shall submit copies of all maps, plans and drawings to the Historic Impact Review Committee. This committee is established by San Juan County Resolution 94 – 4 for the purpose of reviewing applications for Improvement or Use Permits and determining the potential impact on historic sites and structures.

- .2 The Historic Impact Review Committee, within thirty (30) days of receiving a request for review, shall provide the Land Use Administrator with a written recommendation regarding the proposed improvement or use as it relates to the historic site and structures.
- .3 The Land Use Administrator and the applicant shall then review and discuss the recommendations from the Historic Impact Review Committee. If the applicant accepts the Committee's recommendations and agrees to act in accordance, then the Land Use Administrator shall approve the Historic Site Impact Review portion of the application.
- .4 If the applicant does not accept the recommendations from the Historic Impact Review Committee or for any reason believes that the recommendations are excessive or inappropriate, the Land Use Administrator shall direct the applicant to utilize the Review and Appeal Process detailed in Chapter 12 of this Code.

### 3 – 106 HEALTH IMPACT CLEARANCE

Applicants for an Improvement or Use Permit are required to obtain clearance from the Land Use Administrator regarding possible impact on public health prior to the issuance of the permit. The procedure for obtaining this clearance is as follows:

- .1 Whenever an improvement, activity or use is proposed which may adversely affect the health of humans or animals, including wildlife, in a substantial or significant way, the applicant shall address the potential health impacts of the proposed activity in writing as part of the permit application.
- .2 Any application for an activity, improvement or use which may pose a potential health impact may be referred by the Land Use Administrator to the County Nurse, the Department of Health, or any other entity for review, comment and/or suggestions for minimization of the potential health impacts posed by the proposed activity, improvement or use. Such comment, if any, shall be submitted to the Land Use Administrator within thirty (30) days after the written request for same.
- .3 Among the health impacts which shall be addressed and reviewed pursuant to this provision are dust, chemical or other contaminants, fumes, smoke, noise, pollution of air, water or soil, and any other identifiable risk or hazard to humans or animals, including wildlife.
- .4 Any applicant who proposes an activity, improvement or use which involves the production, use, handling or transport of any material which has been identified by any public agency as a potential health risk, including but not limited to any materials deemed hazardous by any governmental agency, shall be required to address whether alternatives exist for any part of the proposed activity, improvement or use so as to minimize any health risks which may be associated with the proposal. It is specifically the intention of this regulation, whenever feasible, to require that an applicant utilize the least harmful alternative for any activity, improvement or use proposed.



### 3 – 107 COUNTY ROAD IMPACT CLEARANCE

In addition to the authority for adopting zoning and land use regulations, the Board of County Commissioners recognizes the following sections of Colorado Revised Statutes in regulating the impacts on County roads: C.R.S. 43-2-111, 43-2-208, 43-2-147, 42-4-510 & 511, 42-4-510(3) and 42-4-512.

Applicants for an Improvement or Use Permit are required to obtain clearance from the County Roads Supervisor and/or Land Use Administrator regarding possible impacts on or to County roads prior to the issuance of the permit. The procedure for obtaining this clearance is as follows:

- .1 The Land Use Administrator, through examination of the permit application and discussion with the County Roads Supervisor, shall determine if the proposed activity, improvement or use might reasonably be expected to impact any County road in one or more of the following ways:
  - (a) Threaten damage to the road surface, road base, shoulder, culverts or bridges.
  - (b) Create an unacceptable amount of airborne dust.
  - (c) Threaten the safety of the traveling public or interfere with other users of any road.
  - (d) Cause unnecessary road closures or unnecessarily long delays for the traveling public.
  - (e) Threaten environmental damage in case of spills of transported materials or otherwise.
- .2 If the Land Use Administrator and County Roads Supervisor determine that an impact described in Section 3 – 107.1 might reasonably be expected to occur, then they shall meet with the applicant for the purpose of discussing methods to mitigate the expected impact. Such mitigation may include, but is not limited to: annual impact fees, the setting of weight or load limits, the setting of trip limits or speed limits, active dust control, watering, paving, the posting of temporary warning signs, the use of flagmen, limiting the hours of use, or requiring the applicant to upgrade road conditions to handle the proposed use.
  - (a) Unless an unusual circumstance or abnormal road condition exists, it shall be presumed that twenty (20) vehicle trips per day is a reasonable amount.
  - (b) Unless an unusual circumstance or abnormal road condition exists, it shall be presumed that the weight limits set by state statute for dirt

surface unimproved secondary state highways are reasonable for County roads.

- (c) In the case of mining operations (not reclamation) where the applicant will be paying a production tax to the County in an amount anticipated to be greater than the cost of road repairs, no bond shall be required, and if such a production tax is in fact paid, no assessment shall be made for the cost of road repairs. In all other cases, the applicant shall be required to post a bond in an amount equal to one and one half times the anticipated cost of repairing any damage to County Roads.
  - (d) The applicant shall take all reasonable precautions to protect the public from any danger or adverse health impacts attributable to the permitted activity and to protect and prevent damage to the County roadways.
- .3 No work to maintain, improve or upgrade County roads, or in the case of snow removal to clear County roads, shall be performed by non-County personnel unless specifically authorized by the terms of a permit issued by the County or by a separate agreement with the County. Any work performed by non-County personnel shall be in conformity to the County's standards and shall restore or maintain the affected County road to a condition equal or superior to the condition that existed prior to the permitted activity, and shall be guaranteed by the person or entity performing the work for a period of one (1) year as to quality of materials and workmanship employed. All work performed by non-County personnel must be inspected and approved by the County Roads Supervisor and the County's Engineer or their designee. No bond shall be released until not less than one year after the County has given written approval all works performed as herein provided
- .4 If the Land Use Administrator, Roads Supervisor and the applicant all agree on a method of mitigation, then it shall be approved by the Administrator and shall become a condition of the Improvement or a Use Permit. If an agreement cannot be reached, then the Land Use Administrator shall impose such conditions as deemed reasonable and the applicant shall be instructed of their right to utilize the Review and Appeal process as described in Chapter 4 of this Zoning and Land Use Regulation.
- .5 It is the policy of San Juan County that:
- (a) There will be no expansion of the existing system of roads maintained by the County;
  - (b) The County will not improve or maintain any roads beyond their current level regardless of future changes or increases in use;
  - (c) The County makes no commitment to continue existing levels of maintenance of any roads and may reduce or discontinue maintenance on existing County-maintained roads at any time for any reason at the sole discretion of the Board of County Commissioners;

- (d) All County roads in San Juan County are considered seasonal access only. Access via such roads shall be prohibited whenever snow or other weather or other conditions render such roads susceptible to damage or dangerous to the traveling public;
- (e) The County will not provide winter snow removal or maintenance on any roads which it does not currently maintain during the winter months. The County may cease providing winter road maintenance on any road at any time for any reason at the sole discretion of the Board of County Commissioners.
- (f) The County may prohibit any private work or maintenance on County roads (including but not limited to grading, snow removal or the like) at the County's sole discretion.
- (g) Where any proposed land use within San Juan County may increase traffic on any County road which, in the County's view, may make travel unsafe on narrow or otherwise limited County roads, the County may deny the permit, require that the proposed use or development be limited so as to not generate traffic beyond that level which can safely be accommodated by the existing roadway, or require the applicant to improve the road to that level which the County determines will be required to safely handle the level of use contemplated by the proposed use or development.

3 – 108 EXPERT ASSISTANCE

If, in the sole discretion of the Land Use Administrator, the Planning Commission or the Board of County Commissioners, as the case may be, an Application for Improvement or Land Use Permit (including an application which proposes the subdivision of land) proposes a use or development which cannot be adequately evaluated by the County without expert assistance, the County will advise the applicant in writing of its determination of the need for expert assistance. Where possible, such notice shall identify the expert or experts which the County proposes to retain and an estimate of the probable cost of the services to be used. Unless the applicant withdraws the application within ten business days after receipt of such notice, the applicant shall be deemed to have irrevocably agreed to reimburse the County for the cost of such expert services, up to the amount of the estimate given. The County may, before further processing of the application, require the applicant to deposit with the County an amount sufficient to cover such costs. Failure to deposit such costs when required shall be deemed to be a withdrawal of the permit application. Final issuance of any permit shall be specifically conditioned upon the applicant's payment in full of all expert costs and fees incurred by the County in connection with its evaluation of the Application for Permit.



use, may have their application for Improvement Permit reviewed/approved administratively by the Land Use Administrator.

2. Parties who may participate in the Review Process are:
  - (a) Those who wish to seek clarification or interpretation of this Code as it relates to specific plans.
  - (b) Those who wish to present plans for a major form of development or improvement for the information of or comment from the County Commissioners or the Planning Commission, when not otherwise required to appear by this Code.

#### 4 – 103 STANDARDS FOR REVIEW

In conducting a review under Chapter 4 of the Code, the County shall consider all proposals in the context of all existing or potential uses of other properties in the relevant vicinity of the proposed use. Relevant vicinity of the proposed use shall be determined by the Land Use Administrator considering all relevant information including but not limited to existing or proposed roads, topography, view sheds, and geographic, geologic or other natural characteristics such as avalanche zones, watersheds, and the like.

1. The County recognizes that development or use of individual properties may have impacts on other properties, including County roads. Further, the County recognizes that the cumulative impact of individual development or use of properties within an area may create impacts and service demands different from or greater than the impacts and service demands of an individual development proposal. Finally, the County recognizes that unless the potential cumulative effects of development are considered in connection with each development or use proposal, future development and use of properties may be adversely affected or precluded because of effects caused by development or uses that are approved without consideration of cumulative impacts. For these reasons, the review process described herein requires the consideration of cumulative impacts of all potential development and uses within an area in connection with any proposal being reviewed under this Chapter.
2. In conducting a review under Chapter 4 of the Code, the County shall consider all proposals in the context of all existing or potential uses of other properties in the vicinity of the proposed use. This shall require consideration of each of the factors listed herein not just for the proposed use in isolation but rather in conjunction with all existing and potential uses of other properties in the vicinity so as to

permit the County to assess the overall impacts of development in the general area of the proposed use.

3. All applications for review under this Chapter will be examined initially to determine whether the proposal is consistent with the County's Master Plan. If consistent with the Master Plan, all applications will be reviewed to determine whether, based upon the objective facts contained within the record before the reviewing body:
  - (a) The proposal will have any adverse impact on public health, safety, morals or welfare.
  - (b) Adequate potable water is available or can be developed to safely support the proposed use, including fire control and suppression.
  - (c) Adequate sewage disposal can be provided to support the proposed use.
  - (d) The proposed use will have any adverse effect on public or private property in the vicinity of the development.
  - (e) The proposed use will have any adverse effect on scenic values, historic sites or structures, air or water or environmental quality, wildlife (including habitat, food sources, migration routes, hunting, etc.), erosion or other geological condition.
  - (f) Adequate road access exists or can be developed to ensure access appropriate to the use, including access for emergency services. "Adequate access" shall require proof that any access is either a public San Juan County road or state highway or else a private road or other access which meets the following minimum standards:
    - (i) have adequate water bars, bar ditches, culverts and other drainage improvements to prevent erosion of the road which might interfere with access; and
    - (ii) be subject either to (a) deed(s) granting access across all private property the access traverses from the parcel being improved to the nearest public San Juan County road or state highway (in which event the applicant also shall demonstrate the existence of a perpetual agreement governing the use and maintenance of such private road across private property) or (b) one or more valid road permits across any federal or state property lying between



the parcel being improved and the nearest public San Juan County road or state highway. If access is via a private road, the applicant also shall either prove that an existing access permit exists for the road issued by San Juan County (if the private road intersects a County road) or by CDOT (if the private road intersects a state highway) or by another county (if the private road intersects a county road lying in another county) or else shall apply for and obtain an access permit for the private road from the relevant agency.

- (g) Adequate road access exists or can be developed to ensure access appropriate to the use, including access for emergency services.
  - (h) Adequate utilities are or can be made available for the proposed use, unless deemed unnecessary or not practical.
  - (i) Adequate emergency services exist to serve the proposed use, unless deemed unnecessary or not practical.
  - (j) There are natural hazards which may adversely affect the site or the proposed use of the site. (see Chapters 8 – 11 of this Code).
4. In addition to all other powers which the County may have with regard to review under this Chapter, the County shall have the authority to:
- (a) Require the applicant to provide evaluations, studies, reports, designs or opinions from qualified experts, approved by the County, with regard to any of the factors listed above or with regard to the design or siting of any proposed development or use.
  - (b) Require the proponent to provide additional information with regard to any factor listed above to permit the County to make an informed decision regarding the application.
  - (c) Condition approval of a proposal on the elimination of any hazard, condition or effect identified by the review process or in Sections 1 – 113 through Section 1 – 116 of this Code.
  - (d) Require as a condition of approval the mitigation (either on the property where the use is proposed or on public or private property, with the consent of the owner) of any hazard, condition



or effect identified by the review process or in Sections 1 – 113 through Section 1 – 116 of this Code.

(e) Reject the application because of hazards, conditions or effects identified in the review process or in Sections 1 – 113 through Section 1 – 116 of this Code. In the event the County denies approval after review, the denial of an application pursuant to this provision shall identify the hazard, condition or effect on which the denial is based.

5. A Land Use or Improvement Permit must be issued by the County when the County finds that the applicant has sustained the burden of proof that the proposed development, activity or use, including best management practices, if any, does not present or create an adverse effect to the resources sought to be protected or utilized within the overlay district, or districts. Such a permit will be denied when the County determines that the applicant has not sustained such burden of proof.

#### 4 – 104 ADMINISTRATIVE REVIEW

Administrative review shall consist of informal discussion and a required site visit with County Staff of the proposal being reviewed between the applicant and County staff. The purpose of this step shall be for County staff to explain the review process to the applicant, to obtain information concerning the proposal including the gathering of all information necessary for the applicant to meet the sketch plan requirements, to determine whether the proposal is consistent with the County Master Plan and the Land Use Code, to determine whether a proposal requires additional expert review under Chapters 8, 9, 10, and 11, and Sections 3-105, 3-106, and 3-107, or any other provisions of the Code, and whether additional detail or information is needed to evaluate the proposal.

1. The Administrative Review process shall be completed as quickly as possible from the date of receipt of a completed application and payment of required fees but in any event within thirty days, unless a longer period is required by extensions requested by the applicant or by applicant's delay in providing needed information.
2. On completion of the Administrative Review, the proposal shall be scheduled for sketch plan review before the Planning Commission.
3. For any property or parcel any portion of which may lie in another county or to which access may be obtained via roads lying in another county, the Land Use Administrator shall notify the other county of the

affected county at least fifteen (15) days prior to the date scheduled for the applicant's appearance before the BOCC for final plat approval.

- .3 The Board of County Commissioners shall review the Final Plan and make a decision within forty-five (45) days from the date of submission by the applicant. Said decision will be final, short of judicial review.
- .4 Failure to satisfy any condition or requirement imposed at the Preliminary Plan stage shall result in postponement or denial of the Final Plan.
- .5 If the submission is for an activity, use or improvement located within the Town/County Mutual Overlay Zone, the Board of County Commissioners shall inform the Town of Silverton in writing of its final decision.

#### 4-108 FAILURE TO ACT

Failure of either the Board of County Commissioners or the Planning Commission to act within any time period specified by this chapter (or any extension of this time) will be deemed favorable approval by said body at the stage specified, and the applicant will be entitled to seek approval for the next phase of the review process.

#### 4-109 CONSOLIDATION OF PROCEDURES

The Board of County Commissioners may consolidate or condense the procedures established in this chapter when the intent of this Regulation and the interests of efficiency are served.

- .1 In no case shall a Planned Unit Development (PUD) application be considered in any less than two (2) appearances before the Board of Commissioners.
- .2 Any applicant seeking to a consolidation of procedures shall make a written request to the Land Use Administrator and shall make his/her submission consistent with the requirements of the highest level approval being sought.

#### 4-110 DESIGN AND DEVELOPMENT STANDARDS FOR ALL IMPROVEMENT AND USE PERMITS

All Improvement and Use Permit applications for individual development sites shall comply with the following design standards:

- .1 The design and development of the site shall preserve, to the greatest extent possible, the natural terrain and drainage of the land, the existing topsoil and existing vegetation. Disturbed areas shall be re-vegetated with native plant, grass and wildflower species that are certified weed free as



soon as possible after disturbance in order to prevent the establishment and dominance of non-native invasive species.

- .2 Areas subject to hazardous conditions, such as avalanche, flood, land slide, rock fall, mud flow, open mine shaft, corrosive water, etc., shall be identified and shall not be built upon or used until satisfactory plans have been approved by the County for eliminating or appropriately mitigating such hazards. The provisions of Chapters 8, 9, 10 and 11 shall govern the evaluation of those natural hazards. Natural features such as riparian areas, wetlands, fens, tarns, springs, streams, rivers, ponds, lakes shall be protected from development with adequate setbacks for any building and other site improvements; minimum required setbacks are:  
Rivers and Streams: 40 feet for residential development.  
Fens: 30 feet for all development.
- .3 The applicant shall dedicate an easement sixty (60) feet in width or greater, if necessary for good engineering practices as determined by the County Roads Supervisor, for any County roads that cross their property. This requirement shall be measured from the existing roadway centerline and having thirty (30) feet on each side; the width may be reduced to protect sensitive landscapes upon approval of the County Engineer and /or the County Roads Supervisor.
- .4 The applicant shall allow continued public access on any historic public trails that cross the property. Applicant shall dedicate a trail easement ten (10) feet in width as measured from the existing trail centerline and having five (5) feet on each side; public access signage may be installed by the County.
- .5 New driveways providing access to private property from County roads shall start from the existing roadway elevation. The County road shall not be filled, cut or re-graded. Driveway intersections with County roads should be minimized whenever feasible and the use of shared driveway access is strongly encouraged.
- .6 Gates, posts, or permanent manmade structures shall not be built within thirty (30) feet from the edge of a County roadway. Additionally, no fences, berms or other manmade structures/features may be approved on a site due to potential visual or other environmental impacts.
- .7 The applicant shall obtain all necessary permits and shall comply with all applicable regulations from agencies such as San Juan Basin Health Department for septic and wastewater systems, Colorado State Division of Water Resources for well water, and Colorado Division of Oil and Public Safety for propane tanks. In addition to obtaining any required permits for an individual waste disposal system, the burden shall be on the applicant



to demonstrate convincingly that (1) the proposed waste disposal system will adequately handle or treat any generated wastes, regardless of any variables such as climate, elevation, soils, use, number of occupants, length of occupation/season, type of structure, etc.; and (2) that the system as designed will protect public health and the environment from any adverse effects of operation of the system regardless of any variables.

- .8 Any change in the waste disposal system shall require appropriate approval by the Board of County Commissioners and the San Juan Basin Health Department.
- .9 The hauling of potable water and storage in a cistern may be allowed, provided the applicant demonstrates that the proposed cistern capacity will adequately supply potable water and fire suppression water for the structure regardless of the number of occupants, length of occupation or natural conditions that may affect the water supply. A change in use will require review of the water source and supply system by the County.
- .10 Individual building sites shall be placed on the Town of Silverton's utility billing system for water and refuse prior to issuance of a building permit. Any applicant who obtains water from an approved permitted on-site well or purchases potable water from an acceptable source may be placed on the Town of Silverton's billing system for refuse only. All solid waste, garbage and refuse, shall be kept within the building, in a separate secure enclosed area or in wildlife/bear-resistant containers until it is disposed at the Transfer Station.
- .11 Propane tanks that are 250 gallons and larger shall be buried where geologic conditions permit when there may be a risk of wildfire and a threat to public safety.
- .12 Any generators used for non-construction power on the property shall be properly baffled or enclosed in a structure to eliminate noise impacts.
- .13 Any wood-burning stove or device used on the site shall be the type and model approved by the Environmental Protection Agency (EPA) and shall be equipped with an approved chimney cap or spark arrestor to minimize the risk of wildfire.
- .14 The potential need for any geotechnical, structural, hydrologic and similar engineering studies and design criteria, such as those for engineered foundations and drainage and runoff control shall be examined by the County Building Official and addressed at the building permit stage.
- .15 The building site shall comply with the following wildfire prevention standards:

- (a) Only fire-resistant materials that maintain a Class B rating or better shall be used for the construction of roof structures. Wooden or shake shingles are not permitted.
- (b) The applicant shall create a plan for **defensible space** based upon the types of structures to be protected, the topography of the area, and the types and density of vegetation present in the area.
- (c) An **annual assessment of defensible space** shall be conducted by the property owner to ensure the following:
  - (1) Trees and shrubs are properly thinned and pruned within the defensible space. Slash produced from thinning and construction operations is disposed of offsite (in a location with no fire hazard), or properly mulched.
  - (2) Roof and gutters are clear of debris.
  - (3) Branches overhanging roofs and chimneys are removed.
  - (4) Chimney screens are in place and in good condition.
  - (5) Vegetation is removed from within fifteen (15) feet of chimneys.
  - (6) Grass and weeds are mowed to a low height.
  - (7) Fire extinguishers are checked and in good working condition.
  - (8) Driveways and access points are cleared sufficiently to allow for emergency equipment that is compatible with the County road conditions.
  - (9) Escape routes are posted when appropriate.
  - (10) Trash and debris accumulations are removed from the defensible space
  - (11) Firewood is stacked at least fifteen (15) feet from any structure.

.16 Exterior building materials shall be naturalistic, subdued and non-reflective to minimize the visibility of the structure. If necessary, adequate



screening shall be installed to further reduce the visual impact of the structures, gas tanks or other site improvements.

- .17 Exterior lighting, if used, shall provide a safe residential setting while preserving the Dark Sky environment and view of the stars.
- (a) Fixture styles, materials and colors should be compatible with the rural mountain character of the area and the scale should be consistent with their function. Exterior lighting shall be attached to the structure, shielded and down-cast. In all cases, lighting should be minimal and not extend beyond its tasks.
  - (b) Full cut-off fixtures are required. Motion detectors are not encouraged and timers are prohibited.
  - (c) Spillover or accent landscape lighting shall not be permitted. Lighting shall reflect downward away from adjoining properties.
  - (d) The use of low wattage long-life lighting products is preferred. The use of photo voltaic or other renewable energy sources for lighting is encouraged. High intensity sodium vapor or similar lighting is prohibited.
  - (e) Lighting shall not be allowed during times when the structure is unoccupied except if activated by a motion detector.
- .18 Skyline Development Standards apply as follows:
- (a) Any improvement or use for which a permit is required shall not be silhouetted against the sky on hillsides or ridges as viewed from any San Juan County Road, State Highway, the Town of Silverton, or the Durango & Silverton Narrow Gauge Railroad
  - (b) No parcel or lot shall be created when due to the location, vegetation or topography, it is likely that development or use of the property would result in structures or uses being silhouetted against the sky when viewed from any San Juan County Road, State Highway, the Town of Silverton, or the Durango & Silverton Narrow Gauge Railroad.
  - (c) Ski lifts, tramways, zip-lines and related activities, that as a practical matter, are developed on ridgelines, shall be exempt from these regulations.
  - (d) If an applicant for Improvement Permit on an existing lot provides evidence that no improvement is possible without - it



being silhouetted against the sky when viewed from any San Juan County Road, State Highway, the Town of Silverton, or the Durango & Silverton Narrow Gauge Railroad, development is permissible only after the following standards have been satisfied:

- (1) The applicant shall determine whether a variance of other regulations, such as setbacks, would enable the proposed structure to be built without penetrating the skyline.
- (2) At least three of the following four techniques shall be used to minimize skyline silhouetting:
  - i. The building or development shall be less than twenty (20) feet high, as measured from lowest visible portion of the building, and having a height to width ratio of no more than 1:1.5.
  - ii. The building or development, including the roof, shall be of naturalistic, non-reflective, earth-toned materials that match the texture and color of the surrounding landscape.
  - iii. Innovative architectural techniques such as “stepping” or earth-sheltered design shall be utilized to minimize development visibility.
  - iv. The building or development shall be designed with more than fifty percent (50%) of it shielded from the line of sight as viewed from any San Juan County Road, State Highway, the Town of Silverton, or the Durango/ Silverton Narrow Gauge Railroad.
- (3) The development shall be screened with naturalist materials and native trees and plant materials that blend into the local environment. Screening shall be sufficient such that the development effectively disappears from the sight of the casual observer and that it is compatible with the immediate natural environment.
- (4) Development shall minimize earth and vegetative disturbance to the greatest extent possible.
- (5) The building site shall retain or enhance views of the landscape from points on the landscape, and not to enhance

views of the landscape from within the structure. If only silhouetted sites are available, the site least visible from the San Juan County Road, State Highway, the Town of Silverton, or the Durango/Silverton Narrow Gauge Railroad shall be developed.

#### .19 Scenic Quality Report

All development proposals, including structures associated with mining activities shall be required to include a Scenic Quality Report as part of the Sketch Plan submittal. A pre-application conference, including a site visit, shall be held with the Planning Director to identify specific view sheds that will be evaluated in the Scenic Quality Report. In order to minimize visual impacts to view sheds and view corridors, additional setbacks, landscaping, screening or design requirements may be required by the County to preserve the natural beauty and historical resources of the area. Each report shall include:

- (a) The designated view sheds shall include natural and historic features as seen from and toward the site. Provide written descriptions of these view sheds and how they will be preserved. Existing site photos and graphic depictions of the proposed development shall be submitted so that staff, the Planning Commission and the Board of County Commissioners can assess the visual impacts of the project on the view shed and the effectiveness of proposed mitigation measures. The Scenic Quality Report may be referred to the Historic Review Committee for review and comments regarding any impacts to historical assets of the area including historic structures, sites and other cultural assets located within San Juan County.
- (b) Evidence shall be provided to show that the location of the structure is designed to minimize the visual impacts and that it does not detract from the scenic quality of adjacent public lands, existing trails or historic resources.
- (c) Include evidence to demonstrate that the site improvements are designed and/or oriented in ways that allow them to blend in with and utilize the natural topography and vegetation. The report shall include, but not limited to, site photos, perspective sketches, photo-simulations and/or three-dimensional models at an appropriate scale.
- (d) Provide written descriptions and photos of the proposed building materials, colors and textures. Utilizing and integrating elements, colors and textures found naturally in the landscape are strongly

encouraged while use of reflective materials, such as highly reflective glass or metals is prohibited.

- (c) Describe any plans to remove and store topsoil on-site, prior to any grading or excavation, and how it will be replaced and reused for re-grading and re-vegetation purposes.
- (f) Provide a written description and plans that illustrate how the proposed development has been integrated into the landscape and that site disturbance and grading have been minimized. Roads, structures and other improvements shall bear a logical relationship to existing topography, vegetation and other site features.
- (g) Show how utilities will be located and installed in ways that will minimize impacts to the view shed and natural environment.

#### .20 Square Footage Limitations

- (a) All residential development located at or above 11,000 feet and below the alpine/tundra zone shall be limited to a maximum floor area of up to one thousand (1,000) square feet. Residential development of any sort within the alpine tundra ecosystem is strictly prohibited. All other development, including temporary and permanent structures, within the alpine tundra ecosystem is strongly discouraged and may be permitted only under limited circumstances when no reasonable or feasible alternative to such development is available. Ancillary uses associated with approved development at lower elevations (such as ski lift towers and other structures), necessary communication towers, and mining structures which cannot realistically be located underground are among the limited types of development which may be approved for location in the alpine tundra ecosystem. The source of elevation shall be based on the 1927 North American Vertical Datum 10,000-foot grid based on Colorado coordinate system, south zone.

The following elements are excluded from the Floor Area calculation:

- (1) Porches, decks, and terraces that do not have roofs or floors above and are open to the sky:
  - i. If such improvement is equal to or less thirty (30) inches above grade and is two hundred fifty (250) square feet or less;



- ii. If such improvement is more than thirty (30) inches above grade or greater than two hundred fifty (250) square feet, then it is calculated as Floor Area at fifty percent (50%) of the actual area.
- (2) A single-story, detached accessory building, no greater than 200 square feet.
- (3) Structures associated with mining activities are exempt from Square Footage Limitations (Section 4-110.20).

.21 Density and Use Limitations

- (1) All Improvement Permits for single-family residential development, if approved, shall allow a maximum of one (1) unit/parcel.
- (2) All Improvement Permits for single-family residential buildings, if approved, shall be limited to private, personal, residential use.
- (3) Anyone wishing to use a single-family residential building for Vacation Rental use shall first obtain and at all times maintain a current annual Special Use Permit for such use which shall require that all services and capacities be evaluated at the maximum possible occupancy, intensity and duration of use to ensure there are adequate services and capacities to accommodate the increased demand for potable water, wastewater facilities, trash, satellite or cell phone service, emergency access and parking. "Vacation Rental" shall be any rental of a residential unit for any period less than ninety days.

In addition to the foregoing, the following requirements shall apply to all vacation rentals:

- (i) Only one vacation rental unit shall be allowed for any one owner or group of related owners or related parties. "Related parties" shall include all entities in which any person or entity has an ownership interest and shall also include immediate family relations for example parent, spouse, and child;
- (ii) In order to avoid placing excessive demands on limited emergency service resources in the County,

no more than 20 vacation rentals shall be permitted at any time within the Mountain Zone;

- (iii) As a condition of obtaining an annual Special Use Permit for a vacation rental and in addition to all other information required by this Land Use Code, the applicant shall demonstrate the following items, take the following actions, and provide the following information and consents:
  - (a) adequate emergency communications and off street dedicated parking are available at all times to guests;
  - (b) the proposed rental is safely accessible year round not only to occupants but to emergency services as well;
  - (c) the holder of the special use permit shall possess a current, valid sales tax license and collect sales and lodging taxes on all vacation rentals;
  - (d) the holder shall permit the County to inspect the premises being utilized for vacation rental to allow verification of holder's compliance with the provisions hereof; and
  - (e) the holder of the special use permit shall make available to the County access to records of all vacation rentals including registration information regarding guests and all financial records pertaining to the vacation rental for the purpose of allowing the County to verify the holder's compliance with these requirements.

STATE OF COLORADO  
County of San Juan  
Filed for record on 3<sup>rd</sup> day of Aug. 2001 3:28 PM  
Recorder No. 41295  
Dorothy A. Zamoni, Recorder

**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 5<sup>th</sup> day of July, 2001 by COLE RANCH SUBDIVISION, a company with offices % Karen Buck, Esquire, 144 W. 11<sup>th</sup> 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 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 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 height, 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 of 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



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 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

*Sad Juan*  
COUNTY OF ~~LAPAZA~~

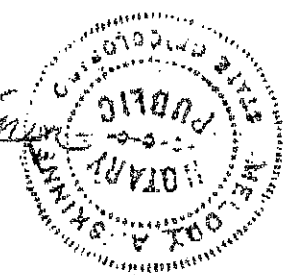
STATE OF COLORADO

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

Witness my hand and official seal.

*M. Dora A. Skinner*  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
6/17/03



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

**AMENDED VERSION AS RECORDED AS OF JANUARY 1<sup>ST</sup> 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. 11<sup>th</sup> 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 1<sup>st</sup> 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"**

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

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- (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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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.
- (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. The annual fee as of January 1<sup>st</sup> 2020 will be established at \$250.00 per lot. If any owner is delinquent more than 3 months (April 1<sup>st</sup>) on paying their dues their voting rights will be suspended until current with the association. Any back due fees will also be as 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.

- 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



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 Majority of land owners shall have the right, in its sole and absolute discretion, to determine what an unreasonable amount of noise is or whether a particular animal is a nuisance, and the determination 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 majority land owners 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.

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 1<sup>st</sup> 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 often (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



141295

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.

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;

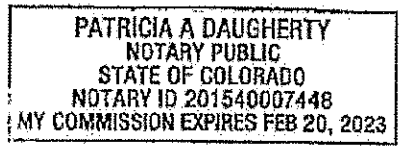
*Todd Sams*  
*Julie Sams*  
Todd and Julie Sams Lot 1

*Jane Ippolite*  
December 27, 2019



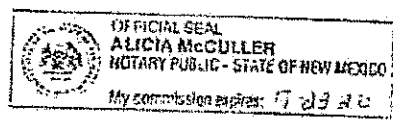
*Derek Wendt*  
*Megan Wendt*  
Derek and Megan Wendt Lot 2&3

*Patricia A Daugherty*  
2-20-23



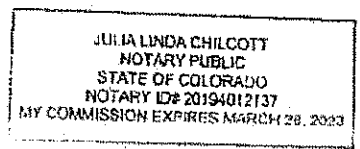
*George Wilcote III*  
*Anna L Riley*  
George and Anna Riley Lot 4

*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 the State of Colorado, before me  
of this *27th* day of *December*, 2019.  
Notary Public: *Julia Linda Chilcott*  
My commission expires on *2/28/2023*



Sandra Ippolite Lot 6

THE MEMBERS OF COLE RANCH SUBDIVISION

**Lisa Adair**

---

**From:** Christopher Clemmons <chris@mtngrain.com>  
**Sent:** Thursday, October 07, 2021 6:17 PM  
**To:** mackie@gobrainstorm.net; Lisa Adair  
**Cc:** George Riley; Ashley Clemmons  
**Subject:** RE: Cole Ranch Lot 2 Land Use Application  
**Attachments:** 2021-10-07\_Riley-Cole Ranch\_Land Use App.pdf

Hi Lisa,

We have updated George Riley's Land Use Permit application with the applicable utility and service permit applications.  
Please let me know if you have any questions or need additional information.

Thank you,  
Chris

---

**Christopher Clemmons, RA, NCARB**

*Architect*  
**Mountain Grain Architecture**  
970.515.7882  
801 Florida Rd, Suite 12  
Durango, Colorado 81301



**From:** Christopher Clemmons  
**Sent:** Monday, August 23, 2021 10:44 AM  
**To:** mackie@gobrainstorm.net; Lisa Adair <ladair@silverton.co.us>  
**Cc:** George Riley <georger@rileyindustrial.com>  
**Subject:** Cole Ranch Lot 2 Land Use.Application

Lisa,

Please find attached the Land Use Permit Application for Lot 2 of Cole Ranch, which I am submitting on behalf of George Riley for Administrative Review. Per our previous discussion, I am submitting this application along with the water well permit in order to get into your review queue. However, Chad Engelhardt is currently working on the septic design and permit application. Once this is complete, I will add septic to the Land Use Permit Application along with the design and permit applications for electric service and driveway. George has sent the payment for the Administrative Review fee.

Please let me know if you will need additional information or if you have any questions.

Thank you,



**LAND USE PERMIT**  
San Juan County, Colorado

<b>Applicant:</b> George W. Riley III	<b>Permit No.</b>
<b>Address:</b> #5 Road 5221	
<b>City and State:</b> Bloomfield, NM 87413	<b>Telephone:</b> 505-320-1145

\*\*\*\*\*

**Description of Use:**  
The construction of services/utilities to support the eventual construction of a four bedroom single-family residence, detached storage building, and power for seasonal recreational vehicle use. These include:

1. Water well and all necessary components (Lot 2)
2. Onsite sewage treatment system (Lot 2)
3. Site access driveways (Lot 2)
4. Electric service (Lot 2 & Lot 4)

\*\*\*\*\*

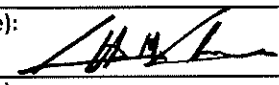
**Dates and Times of Use:**  
year-round

**Location of Use:**  
4728 CR 2, Silverton, CO 81433, Lot 2 and Lot 4, Cole Ranch Subdivision, located in part of the John H. French Placer, Mineral Survey No. 45, Mining District No. 7, Suspended Sec. 30, T42N, R6W, N.M.P.M Eureka Mining District, San Juan County, CO, recorded reception # 141293, August 8, 2001. PIN #: 47730300052000

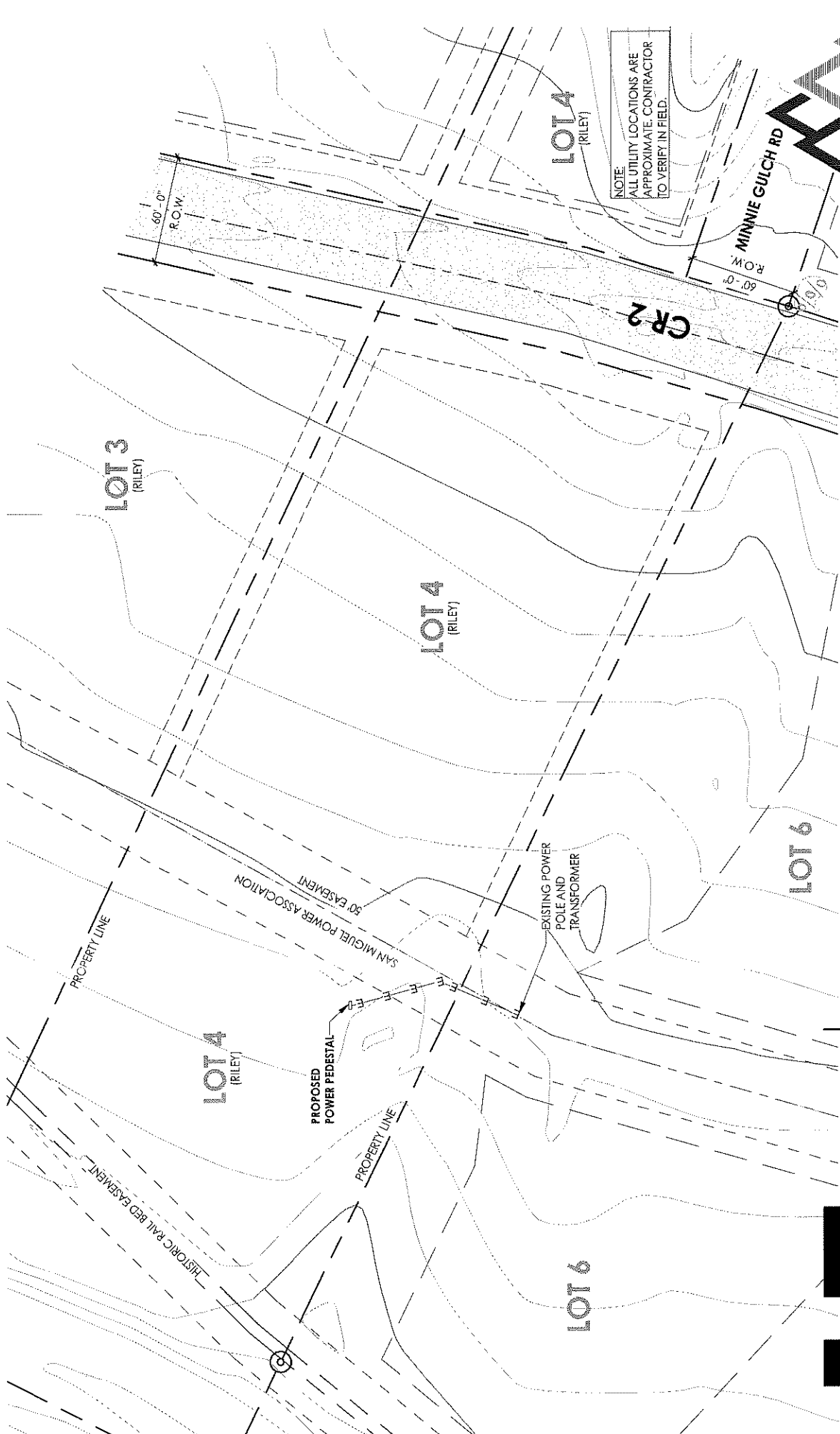
\*\*\*\*\*

**Areas of Concern:** Applicant should provide attachments for each relevant area  
Land Use Administrator will initial approval if appropriate

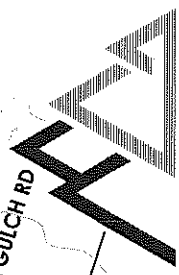
Property Ownership _____	Permission of Property Owner _____
Vicinity Map _____	Plans and Drawings _____
Natural Hazards _____	Zoning Compatibility _____
Sanitation _____	Environmental Impacts _____
Building Permit _____	Federal and /or State Permits _____
Security _____	Emergency Services _____
Parking _____	insurance Coverage _____
Clean Up _____	County Road Impact _____
Other _____	Other _____

<b>Date Application Submitted:</b> 10/07/2021	<b>By (signature):</b> 
<b>Date Permit Issued:</b>	<b>By (signature):</b>
<b>Conditions</b>	
<b>Acceptance of Conditions:</b>	<b>By (signature):</b>





NOTE:  
 ALL UTILITY LOCATIONS ARE  
 APPROXIMATE. CONTRACTOR  
 TO VERIFY IN FIELD.



mountain grain  
 architecture + sustainable design studio

SCALE:  
 1" = 50'-0"

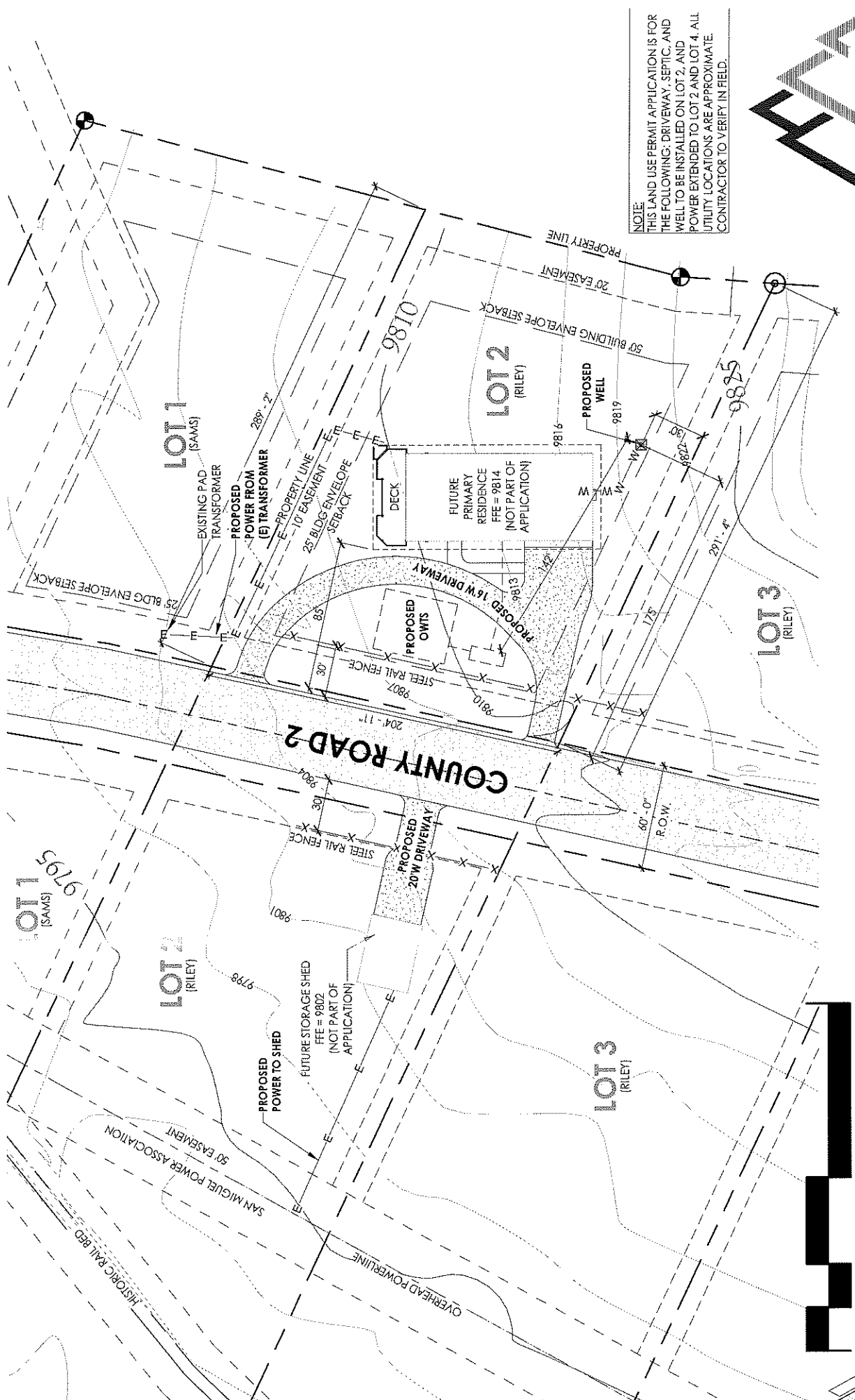
**THE RILEY FAMILY CABIN (4728 CR 2)**  
 LAND USE PERMIT APPLICATION



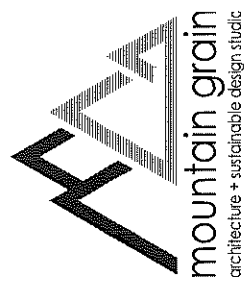
A1.1  
 SITE PLAN - LOT 4

0.06.2021





**NOTE:**  
 THIS LAND USE PERMIT APPLICATION IS FOR THE FOLLOWING: DRIVEWAY, SEPTIC, AND WELL TO BE INSTALLED ON LOT 2, AND POWER EXTENDED TO LOT 2 AND LOT 4. ALL UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR TO VERIFY IN FIELD.



SCALE:  
 1" = 50'-0"

**THE RILEY FAMILY CABIN (4728 CR 2)**  
 LAND USE PERMIT APPLICATION

A1.0  
 SITE PLAN - LOT 2

0.06.2021



# SAN JUAN BASIN public health

Permit # \_\_\_\_\_

Year \_\_\_\_\_

## APPLICATION to Construct, Alter, or Repair an On-site Wastewater Treatment System

Owner: George W Riley III Phone: (505) 320-1145

Site address: 4728 County Road 2, Silverton, CO 81433

Assessor's parcel # 47730300052000 Subdivision: Cole Ranch Lot#: 2

Lot size: 4.17 (acres) # of Dwellings: 1 # of Bedrooms: 4 Water supply: Well

**Acknowledge:** (1) This application does not guarantee that an On-site Wastewater Treatment System ("OWTS") can be installed or a building permit issued; (2) The issuance of the OWTS permit does not imply any warranty by San Juan Basin Public Health as to the operation of the OWTS; (3) The OWTS must be constructed in accordance with the San Juan Basin Public Health On-site Wastewater Treatment System Regulations; and (4) The owner of the property assumes the responsibility and liability for the proper maintenance of the OWTS.

Date: 10/05/21 Owner's signature: *George W Riley III*

Owner's mailing address: #5 Road 5221, Bloomfield, NM 87413

Owner's email address: georger@rileyindustrial.com

### [DEPARTMENT USE ONLY]

Permit fee: \$ \_\_\_\_\_ Payment type: \_\_\_\_\_ Rec'd by: \_\_\_\_\_ Date: \_\_\_\_\_

**Site Evaluation** LTAR: \_\_\_\_\_ Limiting Zone: \_\_\_\_\_ Depth: \_\_\_\_\_

**PERMIT to** \_\_\_\_\_ **an On-site Wastewater Treatment System**

Septic tank(s): \_\_\_\_\_ Design flow: \_\_\_\_\_ (gal/day) Distribution: Gravity or Pressure siphon pump

Soil treatment area: \_\_\_\_\_

### Design Specifications and Comments:

### Authorization to begin Construction

Permit must be signed by EHS BEFORE construction begins

\_\_\_\_\_  
Environmental Health Specialist Date

**Final Inspection** The above system has been inspected and found to comply with the above requirements.

\_\_\_\_\_  
System Installed by (name, company, phone)

\_\_\_\_\_  
Environmental Health Specialist Date

\_\_\_\_\_  
System Designed by (name, company, phone)

# BOARD OF COUNTY COMMISSIONERS

## San Juan County

P.O. Box 466

Silverton, Colorado 81433

970-387-5671

### RELATIONSHIP OF PROPERTY TO COUNTY ROAD AND STATE HIGHWAY SYSTEMS

I, the undersigned, applicant engaged in the processing of Application for Improvement Permit No. \_\_\_\_\_, San Juan County, Colorado, do hereby acknowledge the following facts:

1. The real property' which is the subject of said application is on this date located approximately zero feet from County Road No. 2, the nearest designated and publicly maintained county road.
2. Said County Road No. 2 is on this date maintained on an year-round basis by San Juan County.
3. The real property which is the subject of said application is on this date located approximately 7 1/2 miles from Colorado State Highway No. 550, the nearest designated state or federal highway.
4. Said Colorado State Highway No. 550 is on this date maintained on a year-round basis by either San Juan County or the Colorado Division of Highways.
5. A Driveway Permit will be necessary for any private access or egress relating to said real property which intersects any designated Colorado State Highway or Federal Highway.

Signed and dated this 5th day of October, 2021.

ATTEST:

George W. Ridenour, III  
Applicant

\_\_\_\_\_  
Position:



SAN JUAN COUNTY, COLORADO  
DRIVEWAY AND ROAD ACCESS PERMIT

Improvement  
Permit No. \_\_\_\_\_

Applicant: George W. Riley III  
5 Road 5221  
Bloomfield, NM 87413  
\_\_\_\_\_

Location of Proposed Driveway or Access on County Road No. 2 \_\_\_\_\_:  
The proposed driveway will be located on the east side of County Road 2 just north of  
Minnie Gulch.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of Proposed Driveway or Access, including materials to be used:  
The proposed driveway will serve the residence located on the east side of County Road 2.  
The driveway will be approximately 16 feet wide, semi-circular in shape with two driveway access points  
off County Road 2. It will consist of native gravel soils and have a culvert at both driveway entrances.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comment and Recommendations of County Road Supervisor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Terms and Conditions of Issuance of Permit (or reason for denial):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Permit Approved \_\_\_\_\_ or Denied \_\_\_\_\_. Date: \_\_\_\_\_  
Land Use Administrator: \_\_\_\_\_

SAN JUAN COUNTY, COLORADO  
DRIVEWAY AND ROAD ACCESS PERMIT

Improvement  
Permit No. \_\_\_\_\_

Applicant: George W. Riley III  
5 Road 5221  
Bloomfield, NM 87413  
\_\_\_\_\_

Location of Proposed Driveway or Access on County Road No. 2 \_\_\_\_\_:  
The proposed driveway will be located on the west side of County Road 2 just north of  
Minnie Gulch.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of Proposed Driveway or Access, including materials to be used:  
The proposed driveway will serve the storage shed located on the west side of County Road 2.  
The driveway will be approximately 20 feet wide, consist of native gravel soils, and a proposed culvert.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comment and Recommendations of County Road Supervisor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Terms and Conditions of Issuance of Permit (or reason for denial):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Permit Approved \_\_\_\_\_ or Denied \_\_\_\_\_. Date: \_\_\_\_\_  
Land Use Administrator: \_\_\_\_\_

# SAN MIGUEL POWER ASSOCIATION, INC.

## NEW CONSTRUCTION/UPGRADE ENGINEERING REQUEST

ALL fields are required. The completed form must be returned to SMPA before an estimate can be provided

SMPA's Construction handbook can be viewed at [www.smpa.com](http://www.smpa.com) - Account Services

### SECTION 1: CONTACT INFORMATION - Party Responsible for Estimate PAYMENT

NAME <b>SR Investments LLC</b>		DATE <b>10/7/21</b>
MAILING ADDRESS <b>#5 Road 5221 Bloomfield NM 87413</b>		
HOME <b>X</b>	CELL <b>505-320-1145</b>	FAX <b>X</b>
EMAIL <b>george@wileyindustrial.com</b>		
IF CONTACT IS A BUSINESS - CONTACT PERSON <b>George W Riley</b>		SEND ESTIMATE BY: <input type="checkbox"/> MAIL <input checked="" type="checkbox"/> E-MAIL <input type="checkbox"/> FAX
CONTRACTOR <b>Buena Vista Builders Inc</b>		CONTACT PERSON/PHONE NO. <b>Bob Smith 970-749-8828</b>
ELECTRICIAN <b>CT Electric</b>		CONTACT PERSON/PHONE NO. <b>Chris Barger 970-560-7268</b>

### SECTION 2: SITE INFORMATION

SITE NAME/PROPERTY OWNER <b>George W Riley and Anna Louise Riley Revocable Trust Lot 2</b>		LOT/BLOCK/PARCEL NO.
SITE ADDRESS/LOCATION <b>4728 County Road 2 (Lot 2)</b>		CITY <b>Silverton</b>
		COUNTY <b>SAN JUAN</b>
DEVELOPMENT TYPE: <input checked="" type="checkbox"/> SINGLE FAMILY HOME <input type="checkbox"/> CONDOMINIUM <input type="checkbox"/> APARTMENT BLDG <input type="checkbox"/> URBAN		<input checked="" type="checkbox"/> RURAL
<input type="checkbox"/> MODULAR HOME <input type="checkbox"/> MOBILE HOME <input type="checkbox"/> OTHER(DESCRIBE)		
LEGAL DESCRIPTION TOWNSHIP <b>42D</b> RANGE <b>6W</b> SECTION <b>30</b> SUBDIVISION <b>Cole Ranch</b>		
Has there ever been service to the property? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

### SECTION 3: PROJECT INFORMATION - CHECK APPLICABLE

SERVICE REQUESTING <input checked="" type="checkbox"/> NEW SERVICE <input type="checkbox"/> SERVICE UPGRADE <input type="checkbox"/> RELOCATE FACILITIES <input type="checkbox"/> OTHER _____		DESCRIBE
SERVICE SIZE: <input type="checkbox"/> 1PH <input checked="" type="checkbox"/> 3PH	SERVICE TYPE: <input checked="" type="checkbox"/> RESIDENTIAL <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> IRRIGATION	
	<input checked="" type="checkbox"/> UNDERGROUND <input type="checkbox"/> OVERHEAD <input type="checkbox"/> BOTH	
LOAD INFORMATION: <input checked="" type="checkbox"/> 200 AMPS <input type="checkbox"/> 400 AMPS <input type="checkbox"/> OTHER AMPS _____	PRIMARY HEAT SOURCE: <input type="checkbox"/> GAS <input checked="" type="checkbox"/> ELECTRIC <input type="checkbox"/> OTHER	
SQ. FOOTAGE IF PROJECT IS A NEW BUILD: <b>4000</b>		
DESCRIPTION OF PROJECT: Please include any additional loads (On Demand Water Heaters, Car Chargers, etc.) <b>New home. 4000 sq ft. 4 bedrooms - electric heat / hot tub / electric water Electric stove / everything electric Additional Storage shed needs new service across City Rd 2 to West (See plot)</b>		

### SECTION 4: METER INFORMATION

METER TYPE NEEDED: <input checked="" type="checkbox"/> SINGLE <input type="checkbox"/> DUAL <input type="checkbox"/> MULTIPLE <input checked="" type="checkbox"/> CONSTRUCTION TEMPORARY	NO. OF METERS <b>1</b>
REMINDER To Check Construction Temp if you are going to need power for construction.	
*METER NUMBER OR ACCOUNT NUMBER If this is an ACTIVE account	NAME ON ACTIVE BILLING ACCOUNT

### SECTION 5: AUTHORIZATION OF REQUEST

This request is an official notice to SMPA, INC to begin all the needed steps to provide you with electrical service. If any of the above information is changed you may be responsible for additional charges related to engineering, construction, or other aspects of providing service. Any costs associated with relocating facilities will be charged to the active account listed on this form. If there is a lack of progress or inactivity on your project and this project is canceled by you or by SMPA, you may be responsible for paying SMPA actual costs incurred up to the time of cancellation.

PRINT AUTHORIZED NAME <b>George W Riley</b>	AUTHORIZED SIGNATURE <b>George W Riley</b>	DATE <b>10/7/21</b>
--	---	------------------------

PLEASE CONTINUE TO SECTION 6 ON THE BACK OF THIS FORM

**SECTION 6: APPLICATION AND MEMBERSHIP - Billing Account Set Up**

This section MUST be filled out for New Services - Construction Temp - Upgrades on Inactive Accounts

<b>PRIMARY CONTACT :</b>		NAME OR ORGANIZATION NAME :			
<input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> ORGANIZATION		SR Investments LLC			
MAILING ADDRESS #5 Road 5221 Bloomfield NM 87413					
IF PRIMARY CONTACT IS A ORGANIZATION :				SPOUSE OR CO-APPLICANT:	
George W Riley					
BUSINESS REP <u>same</u>		OWNER			
E-MAIL ADDRESS: george.w.riley@industrial.com					
PHONE NUMBERS:		HOME	BUSINESS	MOBILE	FAX
		X	X	505-320-1145	X
DATE OF BIRTH:		DRIVER'S LICENSE:		STATE:	
10/04/1958		010586747		NM	
<b>ADDITIONAL CONTACT:</b>		NAME OR ORGANIZATION NAME :			
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> ORGANIZATION					
DATE OF BIRTH:		DRIVER'S LICENSE:		STATE:	
PHONE NUMBERS:		HOME	BUSINESS	MOBILE	FAX
E-MAIL ADDRESS:					

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SERVICE START DATE:	SIGNATURE:
<u>10/31/21</u>	<u>George W Riley</u> <small>(All applicants must sign)</small>
SIGNATURE:	SIGNATURE:
_____ <small>(All applicants must sign)</small>	_____ <small>(All applicants must sign)</small>

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MAILING OPTIONS : MAIL E-MAIL FAX	FOR SMPA USE ONLY	
SAN MIGUEL POWER ASSN. ATTN: TAMMI MAGALLON PO Box 817 Nucla, Co 81424 planning@smpa.com PH 970-864-7311 x116 FAX 970- 864-7984 Office Hrs: Mon - Thurs 7 AM - 5:30 PM	SVO # _____	FEES: ATC _____
	CUSTOMER # _____	FR _____
	SERVICE INFORMATION _____	XFMR _____
		CONNECT _____
		DEPOSIT _____
This institution is an equal opportunity provider and employer.		



Nucla Office  
P.O. Box 817  
Nucla, CO 81424  
(970) 864-7311



Ridgway Office  
P.O. Box 1150  
Ridgway, CO 81432  
(970) 626-5549

Office Hours: 7:00AM to 5:30PM, Monday thru Thursday

## APPLICATION FOR ELECTRIC SERVICE AND MEMBERSHIP

PLEASE PROVIDE THE FOLLOWING INFORMATION. (PLEASE PRINT)

APPLICANT NAME (S): SR Investments LLC  
(As you wish it to appear on the account)

IF APPLICANT IS A BUSINESS, PLEASE PROVIDE OWNER NAME: George W Riley  
AND BUSINESS REPRESENTATIVE NAME: SAME

APPLICANT (S) Date Of Birth and/or DRIVERS LICENSE NUMBER: NM 010586747

MAILING ADDRESS: #5 Road 5221 Bloomfield NM 87413  
Street or PO BOX City State Zip

PHONE #S: X Home X Work 505-320-1145 Other

EMAIL: georget@rileyindustrial.com

SERVICE ADDRESS: 4728 County Rd 2 Silverton CO 81433  
Street or PO BOX City State Zip

ARE YOU PURCHASING THIS PROPERTY?  YES ( ) NO

NOTE: Are you applying for service at a location that has an existing solar net meter system? ( ) Yes  No If yes, additional paperwork is needed.

IF RENTING, PROPERTY OWNER'S NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

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REQUEST DATE FOR SERVICE 10/31/21 APPLICANT'S SIGNATURE George W Riley  
(All applicants must sign)

APPLICANT'S SIGNATURE \_\_\_\_\_ APPLICANT'S SIGNATURE \_\_\_\_\_  
(All applicants must sign) (All applicants must sign)

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PLEASE RETURN APPLICATION TO: memberservice@smpa.com  
OR  
P.O. BOX 817, NUCLA, CO 81424, FAX (970)-864-7984  
OR  
P.O. BOX 1150, RIDGWAY, CO 81432, FAX (970)-626-5688

This institution is an equal opportunity provider and employer.

FOR SMPA USE ONLY

CONNECT FEE: \_\_\_\_\_ DEPOSIT FEE: \_\_\_\_\_ CUSTOMER #: \_\_\_\_\_ ACCT #: \_\_\_\_\_

NOTES: \_\_\_\_\_



# SAN MIGUEL POWER ASSOCIATION, INC.

## NEW CONSTRUCTION/UPGRADE ENGINEERING REQUEST

ALL fields are required. The completed form must be returned to SMPA before an estimate can be provided

SMPA's Construction handbook can be viewed at [www.smpa.com](http://www.smpa.com) - Account Services

### SECTION 1: CONTACT INFORMATION - Party Responsible for Estimate PAYMENT

NAME <b>5 R Investments LLC</b>		DATE <b>10/17/21</b>
MAILING ADDRESS <b>#5 Road 5221 Bloomfield NM 87413</b>		
HOME <b>505-320-1145</b>	CELL <b></b>	FAX <b></b>
EMAIL <b>georget@rileyindustrial.com</b>		
IF CONTACT IS A BUSINESS - CONTACT PERSON <b>George W Riley</b>		SEND ESTIMATE BY: <input type="checkbox"/> MAIL <input checked="" type="checkbox"/> E-MAIL <input type="checkbox"/> FAX
CONTRACTOR <b>Buena Vista Builders</b>		CONTACT PERSON/PHONE NO. <b>Bob Smith 970-749-8928</b>
ELECTRICIAN <b>CT Electric</b>		CONTACT PERSON/PHONE NO. <b>Chris Barger 970-560-7268</b>

### SECTION 2: SITE INFORMATION

SITE NAME/PROPERTY OWNER <b>George W Riley III and Anna Louise Riley Revocable Trust</b>		LOT/BLOCK/PARCEL NO. <b>Lot 4</b>
SITE ADDRESS/LOCATION <b>4644 County Rd (Lot 4)</b>		CITY <b>Silverton</b>
		COUNTY <b>SAN JUAN</b>
DEVELOPMENT TYPE: <input checked="" type="checkbox"/> SINGLE FAMILY HOME <input type="checkbox"/> CONDOMINIUM <input type="checkbox"/> APARTMENT BLDG <input type="checkbox"/> URBAN		
<input type="checkbox"/> MODULAR HOME <input type="checkbox"/> MOBILE HOME <input checked="" type="checkbox"/> OTHER (DESCRIBE) <b>RV Hookups X2</b> <input checked="" type="checkbox"/> RURAL		
LEGAL DESCRIPTION TOWNSHIP <b>42D</b> RANGE <b>6W</b> SECTION <b>30</b> SUBDIVISION <b>Cole Ranch</b>		
Has there ever been service to the property? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

### SECTION 3: PROJECT INFORMATION - CHECK APPLICABLE

SERVICE REQUESTING <input checked="" type="checkbox"/> NEW SERVICE <input type="checkbox"/> SERVICE UPGRADE <input type="checkbox"/> RELOCATE FACILITIES <input type="checkbox"/> OTHER _____		DESCRIBE
SERVICE SIZE: <input checked="" type="checkbox"/> 1PH <input type="checkbox"/> 3PH	SERVICE TYPE: <input checked="" type="checkbox"/> RESIDENTIAL <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> IRRIGATION	
	<input checked="" type="checkbox"/> UNDERGROUND <input type="checkbox"/> OVERHEAD <input type="checkbox"/> BOTH	
LOAD INFORMATION: <input checked="" type="checkbox"/> 200 AMPS <input type="checkbox"/> 400 AMPS <input type="checkbox"/> OTHER AMPS _____	PRIMARY HEAT SOURCE: <input type="checkbox"/> GAS <input type="checkbox"/> ELECTRIC <input type="checkbox"/> OTHER	
SQ. FOOTAGE IF PROJECT IS A NEW BUILD: _____		
DESCRIPTION OF PROJECT: Please include any additional loads (On Demand Water Heaters, Car Chargers, etc.) <b>Install electric on property for 2 RV (110volt) hookups</b>		

### SECTION 4: METER INFORMATION -

METER TYPE NEEDED: <input checked="" type="checkbox"/> SINGLE <input type="checkbox"/> DUAL <input type="checkbox"/> MULTIPLE <input type="checkbox"/> CONSTRUCTION TEMPORARY	NO. OF METERS <b>1</b>
REMINDER To Check Construction Temp if you are going to need power for construction.	
METER NUMBER OR ACCOUNT NUMBER <small>If this is an ACTIVE account</small>	NAME ON ACTIVE BILLING ACCOUNT

### SECTION 5: AUTHORIZATION OF REQUEST

This request is an official notice to SMPA, INC to begin all the needed steps to provide you with electrical service. If any of the above information is changed you may be responsible for additional charges related to engineering, construction, or other aspects of providing service. Any costs associated with relocating facilities will be charged to the active account listed on this form. If there is a lack of progress or inactivity on your project and this project is canceled by you or by SMPA, you may be responsible for paying SMPA actual costs incurred up to the time of cancellation.

PRINT AUTHORIZED NAME <b>George W Riley</b>	AUTHORIZED SIGNATURE <b>George W Riley</b>	DATE <b>10/17/21</b>
--	---	-------------------------


PLEASE CONTINUE TO SECTION 6 ON THE BACK OF THIS FORM

**SECTION 6: APPLICATION AND MEMBERSHIP - Billing Account Set Up**

This section MUST be filled out for New Services - Construction Temp - Upgrades on Inactive Accounts

<b>PRIMARY CONTACT :</b>		<b>NAME OR ORGANIZATION NAME :</b>			
<input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> ORGANIZATION		SR Investments LLC			
<b>MAILING ADDRESS</b> # 5 Rd S221 Bloomfield NM 87413					
<b>IF PRIMARY CONTACT IS A ORGANIZATION :</b>				<b>SPOUSE OR CO-APPLICANT:</b>	
George W Riley					
<b>BUSINESS REP</b> same		<b>OWNER</b>			
<b>E-MAIL ADDRESS:</b> georget@rileyindustrial.com					
<b>PHONE NUMBERS:</b>		<b>HOME</b>		<b>BUSINESS</b>	
		X		X	
				MOBILE 505-320-1145	
				FAX X	
<b>DATE OF BIRTH:</b>		<b>DRIVER'S LICENSE:</b>		<b>STATE:</b>	
10-4-58		010586747		NM	
<b>ADDITIONAL CONTACT:</b>		<b>NAME OR ORGANIZATION NAME :</b>			
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> ORGANIZATION					
<b>DATE OF BIRTH:</b>		<b>DRIVER'S LICENSE:</b>		<b>STATE:</b>	
<b>PHONE NUMBERS:</b>		<b>HOME</b>		<b>BUSINESS</b>	
				<b>MOBILE</b>	
				<b>FAX</b>	
<b>E-MAIL ADDRESS:</b>					

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<b>SERVICE START DATE:</b>	<b>SIGNATURE:</b>
10/31/21	
	(All applicants must sign)
<b>SIGNATURE:</b>	<b>SIGNATURE:</b>
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SAN MIGUEL POWER ASSN.		SVO # _____	
ATTN: TAMMI MAGALLON		FEES: ATC _____	
PO Box 817 Nucla, Co 81424		FR _____	
planning@smpa.com		XFMR _____	
PH 970-864-7311 x116 FAX 970- 864-7984		CONNECT _____	
Office Hrs: Mon - Thurs 7 AM - 5:30 PM		DEPOSIT _____	
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AND BUSINESS REPRESENTATIVE NAME: Same

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MAILING ADDRESS: #5 Road 5221 Bloomfield NM 87418  
Street or PO BOX City State Zip

PHONE #'S: X X 505-320-1145  
Home Work Other

EMAIL: george@wileyindustrial.com

SERVICE ADDRESS: 4644 County Road Silverton CO 81433  
Street or PO BOX City State Zip

ARE YOU PURCHASING THIS PROPERTY?  YES ( ) NO

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REQUEST DATE FOR SERVICE 10/31/21

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(All applicants must sign)

APPLICANT'S SIGNATURE \_\_\_\_\_  
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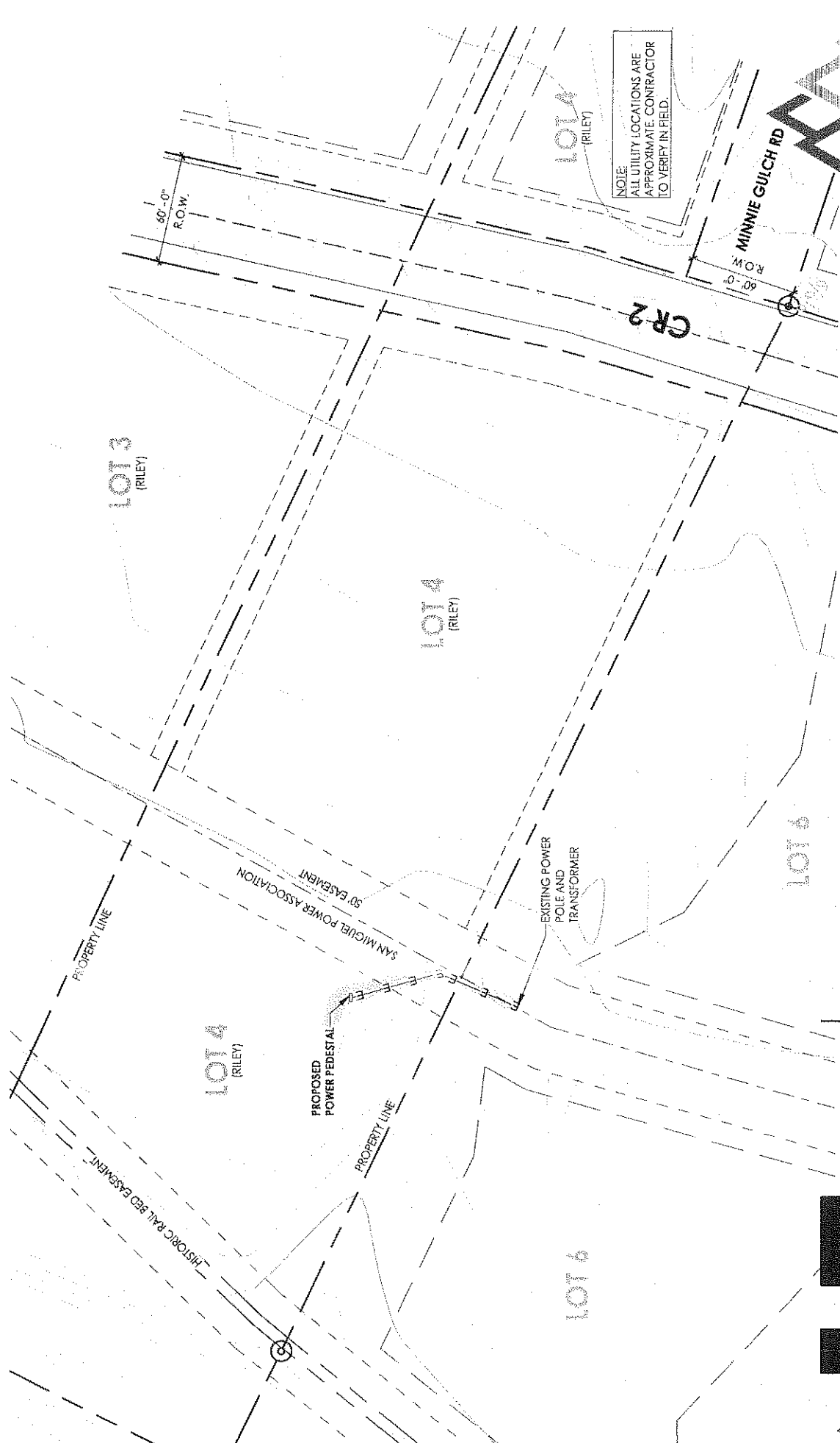
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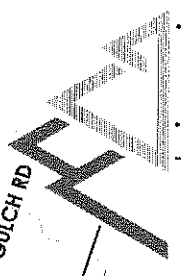
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CONNECT FEE: \_\_\_\_\_ DEPOSIT FEE: \_\_\_\_\_ CUSTOMER #: \_\_\_\_\_ ACCT #: \_\_\_\_\_

NOTES: \_\_\_\_\_



NOTE:  
 ALL UTILITY LOCATIONS ARE  
 APPROXIMATE. CONTRACTOR  
 TO VERIFY IN FIELD.

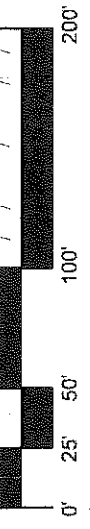


mountain grain  
 architecture + sustainable design studio

SCALE:  
 1" = 50'-0"

**THE RILEY FAMILY CABIN (4728 CR 2)**

LAND USE PERMIT APPLICATION



10.06.2021  
 A.L.I.  
 SITE PLAN - LOT 4