



**Cathie Pagano, Assistant County Manager**  
**Gunnison County Community & Economic Development Department**

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**From:** Cathie Pagano, Assistant County Manager for Community & Economic Development  
**To:** Planning Commission  
**Date:** September 24, 2025  
**Re:** October 2 Site Visits

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The October 2, 2025 meeting will only include site visits (Henke, Starview, Lower Verzuh). We will not be conducting work sessions on any of the applications on the 2<sup>nd</sup>. Please note that site visits should only include specific discussion about the site and location of improvements or relevant nearby development. The site visits shall not include any discussion on the merits of the application or how it complies with County standards.

The representatives for Starview have submitted a letter clarifying their proposed application and the project description.

The representatives for Lower Verzuh have submitted a revised application changing the unit counts and types.

We will review both submittals at a future work session. Please let me know if you have any questions or concerns. I will be absent on October 2<sup>nd</sup> but Hillary Seminick will be staffing the site visits. Thanks.

**GUNNISON COUNTY PLANNING COMMISSION**  
**PRELIMINARY AGENDA: October 2, 2025**  
**Site Visits**

*Disclaimer: agenda item times are approximate.*

- 8:45 a.m.** The Planning Commission departs Gunnison for site visits
- 9:15 a.m.** **Site Visit: LUC-25-00021 | Henke Subdivision Minor Impact**  
Request to subdivide a 3.63-acre Lost Canyon parcel at 511 Roper Lane, Gunnison into two 1.81 acre lots (depart site visit at 9:45 a.m. for Starview).
- 10:15 a.m.** **Site Visit: LUC-22-00028 | Starview Subdivision Major Impact**  
The applicant proposes subdivision of a 96-acre parcel into 107 units, including 24 affordable housing units. Parcel is located at 48 County Road 740, at the southeast corner of the intersection of Highway 135 and County Road 740 (Cement Creek Rd). Depart for Lower Verzuh at 11am.
- 11:15 a.m.** **Site Visit: LUC-25-00004 | Lower Verzuh Ranch Subdivision Major Impact**  
The applicant proposes subdivision of 450 acres into 311 residential lots ranging in size from 1/8 acre to 3 acres. The parcel is legally described as 450 acres in Sections 7, 8, 17, and 18, Township 14 South, Range 85 West, 6<sup>th</sup> p.m.

**STARVIEW PROPOSED DEVELOPMENT  
CHANGES IN THE SKETCH PLAN APPLICATION**

|  | Revision #2 (3/31/25)   | Revision #3 (9/4/25)   | Notes  |
|--|---|--|--|
| Single-family lots/units               | 125   | 83   | Reduced density  |
| Deed-restricted units                  | 20  | 24   | 22% of the project is deed-restricted housing                                |
| Accessory dwelling units               | Yes, only 25 total ADU's permitted for open-market single-family homes, lot selection TBD. Minimum 800 sq ft. | Yes, only 25 total ADU's permitted for open-market single-family homes, lot selection TBD. Minimum 600 sq ft.                                | Reduced ADU minimum sq footage   |
| Single-family min/max square footage   | 1,000 sq ft minimum, 5,000 sq ft maximum  | Lots 11-83 (not including lot 78 - metro lot): 1,000 sq ft minimum, 2,800 sq ft maximum. Lots 1-10: 1,000 sq ft minimum, 5,000 sq ft maximum | Lots 1-10 square footage updated to match the character of surrounding homes |
| Deed-restricted min/max square footage | 800-1,600 sq ft + one-car garage  | 800-1,200 sq ft + one-car garage   | Reduced maximum square footage for greater affordability                     |
| Non-residential (CB South Metro Lot)   | 1   | 1  | No change  |
| Commercial                             | 0   | 0  | No change  |
| Lot size range                         | 0.16 - 1.04 acres   | 0.16 - 1.37 acres  | Lot size increased on particular lots due to plat layout                     |
| Average density                        | 1.31 units/acre   | 1.2 units/acre   | Reduced overall density  |
| Short-term rentals                     | Single-family units only  | Single-family units only, 90 rental nights per year maximum  | Added 90-day restriction   |

|                       |  |  |  |
|-----------------------|--|--|--|
| Open space percentage | 71%  | 51.5%  | Lots 79-84 were increased in size to mirror neighboring lots in the Stables East River Estates in response to public comment |
| Recreation amenities  | Trail, ponds, bridge across East River for peds/bikes, recreation field space with 20 parking spaces, pavilion, play area                          | Trail, ponds, bridge across East River for peds/bikes, recreation field space with 20 parking spaces, pavilion, play area                          | East River pedestrian bridge details TBD based on ongoing planning with CB South Metropolitan District                       |
| Highway 135 setbacks  | Between 261-290-foot setback from Highway 135 for single-family structures<br><br>165-foot setback from Highway 135 for deed-restricted structures | Between 261-290-foot setback from Highway 135 for single-family structures<br><br>218-foot setback from Highway 135 for deed-restricted structures | Increased structure setbacks from Highway 135 to address viewshed preservation concerns                                      |

September 22, 2025

Cathie Pagano  
Assistant County Manager for Community & Economic Development  
Gunnison County, CO

**Re: Planning Commission Application Updates for LUC-25-00004**

Dear Ms. Pagano,

We appreciate your and the Planning Commission’s time reviewing the land use application for Lower Verzuh Ranch at their September 4, 2025 meeting. At that meeting, we heard the Commission express interest in the potential for additional lots to increase the number of workforce housing units to address critical housing needs in the community. We also heard an interest in a parking area to support resident use of transit.

Based on the conversation at that work session, we have looked at potential application adjustments to address the Commission’s feedback, and have prepared an alternative site plan for consideration and discussion at the October 2, 2025 site visit. The proposed adjustments and comparison to the original approval is listed below.

In order to address the desire for a mix of unit types, the alternative includes single family, duplex, triplex, and fourplex unit options. We have added a category of “multi-family” that captures the idea of a duplex, triplex, and fourplex in the chart below and the updated site plan. There are a total of 17 of these lots proposed, with a total of 50 multi-family units that would be restricted as workforce housing. Additionally, the proposed 40 1/8<sup>th</sup> acre lots are proposed for workforce housing. Finally, based on the comments at the meeting, we have removed the proposed ADUs. The protective covenants have been updated to reflect these changes. With the addition of these new workforce housing units, and in the event the sketch plan is approved, we will need to consider whether a phasing plan for the proposed community is appropriate, depending on the infrastructure engineering costs developed at the preliminary plan stage.

In adding these units to achieve the Planning Commission’s goal for an increased amount of workforce housing opportunities, as well as adding parking for the transit area, the total Open Space is slightly reduced to 59.7%, which remains well above the code requirement. Additionally, based on the conversation, we have excluded Accessory Dwelling Units (ADUs) as part of the proposal.

|                              | Original Application | September 2025 Alternative                         |
|------------------------------|----------------------|--|
| <b>Total Lots</b>            | 301                  | 311  |
| <b>Multi-Family Lots</b>     | 0                    | 17   |
| <b>1/8 acre lots</b>         | 45                   | 40   |
| <b>1/4 acres lots</b>        | 165                  | 163  |
| <b>1/2 acre lots</b>         | 74                   | 74   |
| <b>1 acre lots</b>           | 8                    | 8  |
| <b>3 acre lots</b>           | 9                    | 9  |
| <b>Total Units</b>           | 301                  | 344 (294 single-family; 50 multi-family)           |
| <b>Optional ADUs</b>         | 256                  | 0  |
| <b>Total Workforce Units</b> | 46 Units (15%)       | 90 Units (40 single-family; 50 multi-family) (26%) |
| <b>Transit Parking</b>       | 0 spaces             | Approx 40 spaces                                   |
| <b>Percent Open Space</b>    | 61%                  | 59.70%   |
| <b>Total Parcel Area</b>     | 450 Acres            | 450 Acres  |

**Design Workshop, Inc.**

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As we have stated in our application materials and at the work session, the applicant team is very interested in and willing to work with the Planning Commission to address key community needs related to housing. Thank you for your review, and we look forward to working with you further on this application. Please don't hesitate to reach out should you have any additional questions.

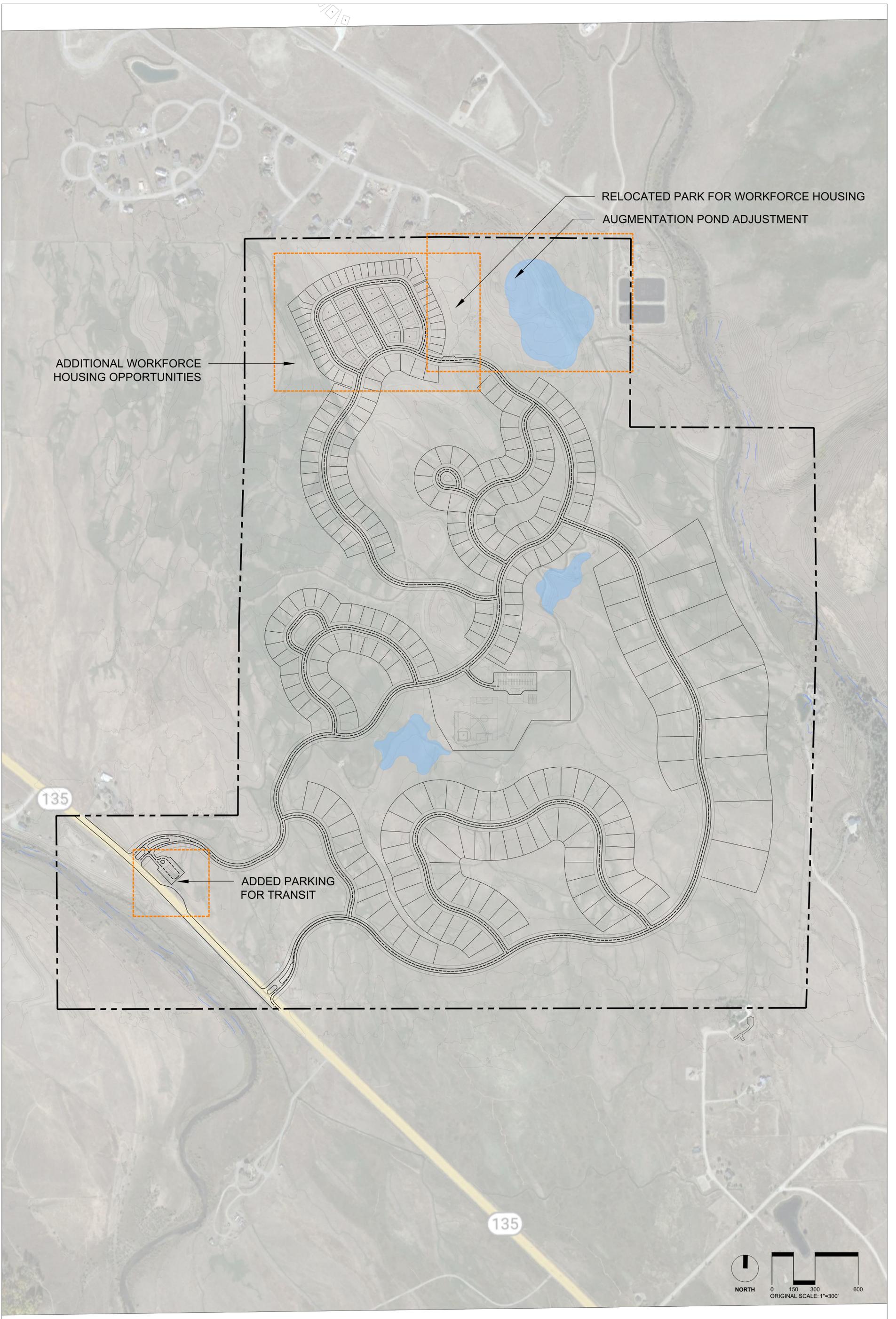
Sincerely,

A handwritten signature in cursive script that reads "Jessica Garrow".

Jessica Garrow, FAICP  
Principal, Design Workshop

**Appendices:**

- Appendix 23 – Alternative Site Plan Option, dated September 22, 2025
- Appendix 24 – Updated HOA Covenants



# LOWER VERZUH RANCH - KEY PLAN

GUNNISON, CO

**DECLARATION OF PROTECTIVE COVENANTS**

**LOWER VERZUH RANCH**

\_\_\_\_\_, 202\_\_

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These Declaration of Protective Covenants for the Lower Verzuh Ranch (these “Covenants”) are made this \_\_\_ day of \_\_\_\_\_, 202\_\_\_ by Lacy and Dow LLC, a Colorado limited liability company (“Declarant”). **These Covenants shall be indexed in the grantee’s index in the name of Lower Verzuh Ranch and the Lower Verzuh Ranch Association, a Colorado nonprofit corporation and shall be indexed in the grantor’s index in the name of Lacy and Dow LLC.**

## **ARTICLE 1: Dedication**

**Section 1. Property Dedicated.** The property subject to these Covenants is more particularly described as:

Lower Verzuh Ranch according to the Plat thereof bearing Reception No. \_\_\_\_\_ of the real property records of Gunnison County, Colorado, which is incorporated herein by this reference, all as located in Gunnison County, Colorado.

(the “Property” and with respect to the aforementioned plat, the “Plat”)

**Section 2. Dedication.** These Covenants shall run with the Property and shall be binding upon all persons and entities having any right, title or interest in and to the Property or any Lots, tracts, or parts thereof, their heirs, successors and assigns and their tenants, employees, guests, agents and invitees and shall inure to and be for the benefit of each Owner of the Lots within the Property. These Covenants are imposed for the benefit of all Owners and all future owners of Lots, parcels and areas located within the Property and to provide for the preservation of values of the Property and to provide and preserve the covenants, easements, restrictions, assessments, liens and all other matters set forth in the Covenants, all of which are for the benefit of the Property.

## **ARTICLE 2: Additional Definitions**

**Section 1. “Association”** shall mean the Lower Verzuh Ranch Association, a Colorado nonprofit corporation.

**Section 2. “Association Documents”** shall mean these Covenants, the Articles of Incorporation and Bylaws for the Association, any amendments to these Covenants and such articles and bylaws, and the Regulations.

**Section 3. “Assessments”** shall mean such regular, annual, periodic, special, default, and delinquent assessments as levied pursuant to these Covenants and the Colorado Common Interest Ownership Act, as it may be amended from time to time (“CCIOA”), by the Association.

**Section 4. “Board of Directors” or “Board”** shall mean the Board of Directors of the Association duly elected and acting according to the Association Documents.

**Section 5. “Building”** shall mean a structure having a roof supported by walls or any similar type of improvement.

**Section 6. “Building Envelope”** shall mean the envelope or area within a Lot or tract, as shown on the Plat, where a building or other improvement shall be located, always subject to the prior written approval of the Board and such other approvals as required herein.

**Section 7. “Common Area”** shall mean all real property so identified on the Plat and any other real property in which the Association owns or obtains any interest or has a leasehold interest for the common use and enjoyment of its members, including without limitation estates in fee, estates for a term of years, and leasehold estates or easements. Each and every Common Area may have a restricted use or enjoyment and may be designated for a specific use for such Common Area.

**Section 8. “Declarant”** means Lacy and Dow, LLC, a Colorado limited liability company.

**Section 9. “Improvement”** shall mean all buildings, structures, parking areas, loading areas, fences, walls, hedges, plantings, poles, driveways, ponds, lakes, recreational facilities, signs, decks, enclosures, changes in exterior building color or shape, excavation, changes in type of exterior building materials, and all other site work including without limitation grading, paving, dirt moving, road construction, trail construction, utility improvements, removal of trees or plantings, and any new exterior construction, exterior improvement, exterior change constructed, completed, or maintained on the Property.

**Section 10. “Inoperable Vehicles”** shall mean any passenger vehicle, snowmobile, ATV, motor home, and side-by-side that is not capable of being driven under its own propulsion for a period of one month or more.

**Section 11. “Lot”** shall mean a tract or lot as shown on the Plat and any subsequent plat, but not including Common Areas.

**Section 12. “Member”** shall mean any person holding membership in the Association.

**Section 13. “Owner”** shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot.

**Section 14. “Regulations”** shall mean such rules, regulations, policies and procedures as may be adopted and amended by the majority vote of the Board. The Regulations may not directly contradict these Covenants, but may further define or expound upon these Covenants and may

resolve any ambiguity or uncertainty in these Covenants. To the fullest extent permitted by law, the Regulations shall be interpreted in a manner harmonious with these Covenants.

### **ARTICLE 3: Association Matters**

**Section 1. Governance of Association.** The Association shall have all powers and rights that may be afforded to a homeowners' association under CCIOA and the Colorado Nonprofit Corporation Act, as they may be amended from time to time, and these Covenants, including without limitation the power, authority and right to raise and impose assessments, foreclose liens for assessments, adopt and amend the Regulations, adopt and amend design guidelines, and any other right or power that may be exercised by an Association.

**Section 2. Regulation of Common Areas and Activities Infringing Thereon.** The Regulations shall contain such matters as are required by CCIOA and shall set forth such matters regarding the use of the Common Areas and the Lots as the Board believes appropriate. Specifically, but without limitation, the Regulations may include rules, regulations, policies and procedures prohibiting, limiting, restricting, or regarding hazardous activities, nuisances, noise, pets, parking, trash, debris, landscape maintenance, residence, accessory buildings, lighting, yard maintenance, junk, use of Common Areas and easements, home occupations, commercial activities, short term rentals, leases, marijuana cultivation, smoking, installing and maintaining of Improvements, and business enterprises. If permitted by these Covenants and the Regulations, all uses of, and activities on, the Property, including the Common Area and Lots, shall be subject to, and performed in accordance with, these Covenants and the Regulations. The Regulations may identify and define such uses and prohibit them, in whole or in part, on Common Areas and on Lots, or may identify and define such uses and permit them upon terms and conditions the Board believes to be in the best interests of the Association; provided, however, that such Regulations must be consistent with these Covenants. The Regulations shall also address matters such as enforcement of the Association Documents, imposition of fines, collection of Assessments, and reserve studies and funding. All Owners shall be bound by and comply with the Regulations. All Owners shall be responsible for, and liable to the Association for, any violation of the Association Documents by such Owner and such Owner's agents, guests, invitees, tenants, lessees, contractors, customers, and employees.

**Section 3. Members.** Each Owner shall automatically become a Member upon acceptance of title to a Lot; provided, however, that each Lot shall only have one membership, vote and share of common expenses, but all persons and entities that are Owners shall have the same rights to the use and enjoyment of the Common Areas.

**Section 4. Grant of Utility Easements.** The Association shall have the authority to give, grant, and convey a utility easement for the installation, construction and maintenance of underground utilities, Common Areas, and/or water or sewer lines over and across any right of way, road or

street easement or roadway or street designed on the Plat. The Owner of each Lot hereby authorizes and empowers the Association, as its attorney in fact, to give and grant:

- A. A utility and/or water or sewer line and/or ditch easement up to 10 feet in width within and adjacent to the exterior boundary line of each Lot for the installation, construction and maintenance of underground utilities, water or sewer lines, and ditches; provided, however, that such easements shall not traverse or overlap with any Building Envelope.

**Section 5. Wells.** The Lots shall receive water for residential purposes and, if available, limited lawn and garden uses. The Association shall own the water rights and administer the same, including maintenance of the wells, all of which shall be considered common elements and subject to the Regulations.

## **ARTICLE 4: Assessments**

**Section 1. Creation of Lien.** Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any deed, is deemed to covenant and agree to pay to the Association: (1) all regular assessments or charges; (2) special assessments and charges; (3) default assessments or charges; (4) late fees, returned check charges, default interest; (5) attorney's fees and costs; and (6) fines imposed against such Owner. All of such amounts shall, to the fullest extent permitted by law, be fixed, established and collected as determined by the Association. All of such amounts and any other amounts that the Association is entitled to recover against an Owner under CCIOA or other law shall be a charge and continuing lien upon the Lot against which such assessment is made or that such Owner may own, whichever may be applicable. The Association shall have a lien against each Lot to the fullest extent permitted and provided for by CCIOA. Such liens shall have the priority provided by CCIOA and shall be prior and superior to all other liens and interests in the Lots to the fullest extent provided by CCIOA.

**Section 2. Purpose of Assessments.** All assessments shall be levied for purposes permitted under Colorado law, including without limitation: maintenance of Common Areas, repair of Common Areas, snow removal from Common Areas, costs and expenses pertaining to the operation of the Association in the performance of its duties, legal fees, accounting fees, manager fees, and any other expense, fee, cost, obligation, debt or liability incurred by the Association upon the majority vote of the Board.

**Section 3. Regular Assessments.** Regular Assessments shall be imposed based upon an annual budget adopted by the Association all as provided by CCIOA.

**Section 4. Special Assessments.** Special Assessments shall be imposed as provided by CCIOA and for unbudgeted or unforeseen expenses or for those matters not adequately budgeted for.

**Section 5. Default Assessments.** All fines imposed against an Owner by the Association shall be a default assessment. Any expense of the Association which is the obligation of an Owner, or which is incurred by the Association on behalf of the Owner shall be a default assessment.

**Section 6. Nonpayment of Assessments.** Any assessment, whether regular, special or default, which is not paid within thirty days of its due date shall be deemed delinquent. All delinquent assessments shall bear interest at the lesser of the maximum rate permitted by law or 18% per annum. A late charge of 8% of the delinquent amount shall be charged on all delinquent assessments. The Association shall have all powers of collection and enforcement provided and permitted by law, including without limitation the power to collect delinquent assessments through judicial foreclosure of the lien created by these Covenants, through personal judgment against such delinquent Owner, through referring an account to a collections agency, through the filing of a statement of lien against a delinquent Owners' Lot in the Gunnison County, Colorado Clerk and Recorder's Office, and through such further actions as an association is entitled to take upon compliance with CCIOA.

**Section 7. Liability for Assessments.** In addition to the personal obligation of each Owner of a Lot to pay all assessments and the Association's lien on a Lot for such assessments, all successors to the ownership of a Lot shall be jointly and severally liable together with the prior Owner or Owners for any and all unpaid assessments, penalties, interest, costs, charges, expenses, attorneys' fees and other amounts secured by such lien.

## **ARTICLE 5: Enforcement of Covenants**

**Section 1. Violations Deemed a Nuisance.** Every violation of the Association's Documents, including without limitation these Covenants and the Regulations, shall be deemed to be a nuisance and is subject to all the remedies provided by law for the same, including without limitation abatement thereof.

**Section 2. Failure to Comply.** An Owner's failure to comply with any of the Association's Documents shall be grounds for the imposition of a fine in accordance with and pursuant to the Regulations, an action to recover damages, or for injunctive relief or for specific performance, or any or all of them.

**Section 3. Who May Enforce.** Any action for the enforcement or interpretation of these Covenants may be brought by the Association in the name of the Association and on behalf of the Owners, by the Owner of any Lot, and by Gunnison County.

**Section 4. No Waiver.** The failure of the Board, the Association, or any Owner to enforce or obtain compliance as to any violation shall not be deemed a waiver of the right to do so for any subsequent violation or the right to enforce any part of such documents.

## **ARTICLE 6: Use of Lots**

**Section 1. Permitted Uses.** Except for lots designated on the Plat for workforce housing, each Lot shall be used for single family residential purposes only and shall have not more than two Buildings. The two Buildings shall consist of (a) one single family residence, which may have an attached garage; (b) if there is not a garage attached to the single family residence, then a single detached garage is permitted; and (c) if there is a garage attached to the single family residence, then a single detached non-residential accessory building is permitted. No detached garage or detached non-residential accessory building shall be constructed prior to the single family residence. Multi-family units shall be permitted only on those lots designated on the Plat for workforce housing.

**Section 2. Building Envelope.** All Buildings and other Improvements, including without limitation all single family residences, multi-family residences (but only on those lots designated on the Plat for workforce housing), detached garages, and detached non-residential accessory buildings shall be located within the designated Building Envelope of the Lot, except for driveways and approved landscaping.

**Section 3. Additional Prohibited Uses.** In addition to all other prohibited uses under the Association Documents, the following uses are prohibited:

1. Camping, including any overnight occupancy of any temporary structure whether a R.V., camper, other vehicle or tent.
2. Hunting.
3. Discharging firearms and practicing archery.
4. Parking and other storage outside of a garage of any Inoperable Vehicle.
5. Overnight storage of boats, R.V.s, campers, ATVs, and UTVs except in a fully enclosed garage.
6. The use of ATVs and similar offroad vehicles on subdivision roads.

## **ARTICLE 7: Architectural Review and Approval**

**Section 1. Board.** The Board shall be the Architectural Review Board (the “ARB”) or, in its discretion, it may appoint a separate Architectural Review Board, which may be comprised of such residents, nonresidents, and professionals such as architects and attorneys, as the Board may desire in its discretion.

**Section 2. Review and Approval.** No structure, fence, driveway, dwelling, accessory building, Building or other Improvement shall be commenced, constructed, erected or maintained on any Lot until the plans and specifications therefor have been submitted to and approved in writing by

the ARB in the manner hereafter set forth. Specifically, but without limitation, no landscaping shall be done, nor shall any exterior addition, change or alteration be made, nor any excavation or other site work be done, until the plans and specifications therefor have been submitted to and approved in writing by the ARB in the manner hereafter set forth.

**Section 3. Standards, Process, and Fee.** The standards and procedure for submission of plans for approval, for review of plans, for denial of plans, for approval of plans, and the fee for such review shall be set forth in the design guidelines, which shall be a section of the Regulations and shall be adopted by the Board. The design guidelines shall be consistent with the standards set forth in these Covenants. The Board shall have the authority to impose a fee, which shall be set forth in the design guidelines, which fee may include the cost and expenses of retaining an architect to assist in the review of the matter, including without limitation ensuring compliance with the design guidelines, as well as such amounts as the Board believes to be appropriate to offset the cost to the Association associated with the implementation of such plans, which for example, may include repair costs caused by additional construction traffic for a new Building. All plans and construction on any Lot must comply with these Covenants, including without limitation Article 5, which limits the use of Lots to certain purposes and limits the construction of Buildings and Improvements to the Building Envelopes, and Article 8, which specifically addresses certain construction matters required by Gunnison County. Among other things, the design guidelines will establish standards for construction, such as the burying of all electrical, telephone and other lines, provisions regarding antennas and satellite dishes and other matters.

**Section 4. Mobile Homes, Temporary Structures, and Recreational Vehicles.** No mobile home, trailer house, travel trailer, or other vehicle or temporary structure shall be permitted to be occupied overnight on any Lot. No shipping containers, or any other storage container that is substantially similar to a shipping container, may be located on any Lot.

**Section 5. Continuity of Construction.** All construction, reconstruction, alterations, and improvements shall be prosecuted diligently to completion and shall be completed within twelve months of the commencement thereof, unless an extension is granted by the Board for good cause.

**Section 6. Partition of Lots.** No Lot may be further subdivided or partitioned.

## **ARTICLE 8: Provisions Required By Gunnison County**

**Section 1. Lighting.** Lighting is permitted provided, however, that all lighting must comply with the requirements of Gunnison County at the time of installation. Exterior lighting fixtures shall be full cutoff, fully-shielded, shielded by roof elements, or effectively recessed.

**Section 2. Building Matters.**

- A. Total aggregate square footage for all Buildings per Lot shall not exceed 7,000 square feet and the maximum square footage for all single family residences is 5,000 square feet. The minimum square footage for all single family residences is 2,500 square feet, which minimum square footage shall not apply to units designated on the Plat as workforce housing units. In calculating the minimum square footage, garages are not included. All other calculations for square footages shall be completed according to the standards used by Gunnison County for building permits at the time the application is made for the Building.
- B. All Buildings and other Improvements other than driveways and approved landscaping must be within the Building Envelope. All Improvements must comply with the setbacks from lot lines and roads as set forth in the Gunnison County Land Use Resolution (the "LUR"). Any excavation, except as approved by the Association and, as applicable Gunnison County, is prohibited.
- C. Any metal roof must be non-reflective and have a color finish with no bright colors.
- D. All Buildings and other Improvements shall be built in an exterior style and with colors and materials harmonious with the area and consistent with the design guidelines. No roof shall contain wood shake shingles or other combustible roofing material. All colors of exterior walls and roofs will be colors and tones approved in the design guidelines and shall be harmonious with the area and natural environment. No A-frames, geodesic domes, or yurts shall be allowed, even temporarily.
- E. No exterior radio, television, microwave or other antennae or antenna dish or signal capture or distribution device shall be permitted, installed or maintained on any Lot unless it is approved and consistent with the Regulations.
- F. All chimneys will include spark arrestors on chimney terminations and all chimney caps or shrouds shall provide access for cleaning and servicing said chimneys.
- G. Monitored, automatic fire suppression systems shall be included in all buildings.
- H. No structure or Building shall exceed 30 feet in height. The height of a Building means the vertical distance from grade plane to the average height of the highest roof surface.

**Section 3. Compliance With Applicable Code; Fire Protection Matters.** All Buildings and other Improvements will meet all applicable requirements of all applicable governing bodies, including without limitation the applicable fire code and building code. All Lots shall maintain defensible space to protect against wildfire hazards in such minimum distances and in such a manner as may be recommended from time to time by the local fire protection district and Gunnison County. To the extent applicable, all Lots and Improvements must comply with the Wildland Urban Interface Code or such other code as may apply to protect against fire dangers. Owners are referred to publications of the Colorado State Forest Service, the Gunnison County Weed Specialist, and the Gunnison County Public Works Department. Wildfire mitigation shall be conducted in such a fashion as to minimize soil erosion, removal of existing vegetation, thinning of trees, and adverse impacts to wildlife beyond that which is necessary. The Lots are located within the boundaries of the Crested Butte Fire Protection District, and the Crested Butte Fire Protection District shall have the authority to enforce the fire protection provisions of these

Covenants. All building foundations shall be designed by a Colorado registered engineer or architect. All applications to Gunnison County for building permits must comply with all applicable building codes adopted and amended by Gunnison County, and with any applicable energy and resource conservation standards required by the County at the time of such application.

**Section 4. Landscaping and Buffering on Common Areas by Association.** Plant materials and landscaping elements are to be used throughout the subdivision (including in the Common Areas) in order to provide for privacy and preserve and enhance the unique identity of the site. The Association shall maintain all landscaping and buffering on the Common Areas. Landscaping will be kept and maintained in a natural state except with respect to any landscaping or buffering placed for purposes of buffering.

**Section 5. Solid Fuel Burning Devices.** Owners shall adhere to the regulations regarding solid-fuel-burning devices contained in the LUR. These regulations include, but are not limited to, the requirement that there be no more than one approved solid-fuel-burning device installed per Building.

**Section 6. Roads And Snow Removal.** The Association shall remove snow from the private roads owned by the Association and any private parking spaces on Common Areas owned by the Association. Snow storage by the Association shall be upon Common Areas. Snow storage by an Owner shall be entirely within the Owner's Lot. Upon completion of construction of the private roads, the Association shall at all times keep such roads in good repair and maintain the same in suitable condition for the use of the Members. The Association shall have no obligation to maintain public roads that any governmental entity has agreed to maintain nor shall the Association maintain private driveways. The Association will not maintain driveways or private roads belonging to anyone other than the Association. The Association shall be entitled to make full use of all rights of way, roads and street easements for snow removal and storage. No fences or other Improvements shall be constructed or maintained in the rights of way and roads as shown on the Plat. No Owner may use the rights of way or roads shown on the Plat for purposes of snow storage.

**Section 7. Standards to Ensure Compatible Uses.** Hazardous uses, nuisances and excessive noise, all of which may be further defined in the Regulations, are prohibited. Construction activity is limited to between the hours of 7:00 a.m. to 8:00 p.m., unless such activity is related to snowplowing within the Property or ingress and egress for vehicles and equipment involved in off-site snowplowing activities. All trash must be promptly placed in bear proof trash receptacles. All pet food shall be securely stored.

**Section 8. Use and Maintenance of Common Areas.** Common Areas shall be used and maintained consistent with their purpose. The Association shall maintain the Common Areas. Minimal impact use by owners, such as walking, bicycling, and cross country skiing will be permitted in all Common Areas. Camping, hunting, discharging firearms, practicing archery, and

open fires are prohibited on all Common Areas, as well as any other use prohibited on the Common Areas by the Board in the Regulations.

**Section 9. Domestic Animal Control; No Livestock.**

- A. Domesticated household pets shall not be allowed, kept, or maintained on any Lot except for not more than two dogs and two cats, which domestic household pets are restrained at all times either by leashing or confined within a Building. Lot visitors may have not more than an additional two dogs on the Lot for not more than 14 consecutive days and all such dogs must be leashed or confined within a Building.
- B. No horses or other livestock shall be allowed on the Property.
- C. If any animal is unreasonably or repeatedly noisy, unruly, or creates a disturbance within the Property, it shall promptly be removed by the owner thereof, or it may be removed by the Association at the expense of the animal's owner or the responsible property Owner, and with no liability owed by the Association as a result of such removal. Without limitation, any dog is unreasonably noisy if it is left outdoors barking for more than 15 minutes.
- D. Gunnison County shall have the authority to enforce the animal control restrictions set forth in the Covenants, and any expense of enforcement by Gunnison County shall be at the expense of the responsible individual or property Owner. If the responsible individual or property Owner fails or refuses to reimburse Gunnison County for such expense, the Association shall reimburse Gunnison County and any amount so reimbursed by the Association shall become a lien in favor of the Association against any Lot or Lots owned by the owner of the animal necessitating the enforcement action and if such person is not an owner of a Lot, against the Lot of the Owner of whom such person is a guest, invitee, lessee, tenant or visitor. All Owners shall be responsible to, and liable to, the Association for the actions of the animals of their tenants, contractors, employees and any other invitees.

**Section 10. Fencing.** All fencing must be approved in advance as an Improvement by the Association in accordance with these covenants and the design guidelines and must be located within the building envelope. All fencing must comply with Gunnison County regulations in effect at the time of installation. To the extent of any livestock on any adjoining properties, Owners are required to construct and maintain fencing in order to keep livestock off his/her property pursuant to C.R.S. § 35-46-101, *et seq.*

**Section 11. Signs.** All signage not expressly required to be permitted by law is prohibited except that such signage as is typically used for real estate sales may be placed on Lots that are for sale without the prior approval of the Association provided that such signage complies with all applicable law, including Gunnison County regulations, as well as any rules and regulations of the Association. Declarant and the Association shall not be bound by this signage limitation and may have any signage not prohibited by Gunnison County or any applicable laws.

**Section 12. Parking.** All vehicles, heavy equipment, machinery, and trailers shall be parked only within individual Lots and shall be operational unless stored in a garage. Each Lot shall provide sufficient parking areas so that no parking shall occur on the roads, easements, or right of ways within the subdivision.

**Section 13. Weed Control and Revegetation.** Following construction of any Improvements and any other site disturbance, if required by applicable law, the ground shall be revegetated in accordance with the reasonable recommendations of Gunnison County's Weed Control Specialist. Owners must attempt to comply with the most current version, if any, of the Gunnison Basin Weed District Management Plan or such other plan as may be prescribed by the Gunnison County Weed District of general applicability, if any, as well as any earthmoving site revegetation and noxious weed control plan adopted by the Association.

## **ARTICLE 9: Provisions Pertaining To CCIOA**

**Section 1. CCIOA Community.** Lower Verzuh Ranch is a common interest community that is a planned community governed by the Association. The common interest community is subject to CCIOA. The common interest community is located in Gunnison County. A legally sufficient description of the real estate included in the common interest community is set forth above in defining the Property. The boundaries of each unit created by the Covenants is set forth on the Plat, including the unit's identifying number and its size. There are no limited common elements.

**Section 2. Allocation of Interests.** There are 301 Lots. Each Lot has one voting interest as set forth above and one share of common expense liability. Each Lot is allocated 1/301 of the vote in the Association and 1/301 of the common expenses of the Association.

**Section 3. Lot Line Eliminations and Building Envelope Adjustments.** Upon receiving all required governmental approvals and the approval of the Association, an Owner of adjacent Lots may cluster the Lots in order to remove the lot lines between the adjacent Lots; provided, however, that the clustered Lots will remain liable for the same allocation of common expense liabilities and be entitled to the same allocation of votes as they were subject to and entitled to prior to such clustering. Building envelopes may be adjusted upon receipt of all required governmental approvals and the approval of the Association and the Owners of all adjacent Lots (including those across any street), and similarly, will not alter the allocation of interests set forth above.

**Section 4. Declarant Control.** Declarant (or any successor declarant) shall have all the powers and rights permissible under CCIOA during the period of declarant control, as defined under CCIOA, including without limitation the power to appoint and remove Directors and officers. The period of declarant control commenced upon the recordation of the Covenants and will end at the earlier of fifty years from the date of recordation of the Covenants or at such time as these rights are required expire or terminate under CCIOA.

**Section 5. Development Rights.** Declarant reserves the following development rights and special declarant rights: (1) the right to maintain a sales office, management office, or models in the common interest community and any such sales office, management office, or model shall be owned by Declarant and shall not be a common element and shall be removed promptly after the expiration of the timeframe set forth herein for the exercise of development rights, (2) the right to complete improvements as contemplated on the plat filed with this Declaration, (3) the right to create or amend Lots or Common Area, (4) the right to create, use and provide Owners with the right to use any trail, utility, access and other easements through the Common Area and/or through any Lot for the purpose of implementing the development plan provided, however, that no such trail, utility, access or other easement shall cross or enter any Building Envelope, (5) the right to amend the Plat and these Covenants, including without limitation the right to unilaterally amend the Plat and these Covenants to exercise any development rights or special declarant rights to the fullest extent permitted by CCIOA, and (6) the right to amend these Covenants and the Plat to correct any clerical, typographical, or technical errors. All development rights and special declarant rights shall expire, and must be exercised prior to, the earlier of fifty years from the date of recordation of these Covenants or such time that such rights are required to expire or terminate under CCIOA. No development right needs to be exercised with respect to different parcels of real estate at different times and all development rights may be exercised with respect to different parcels of real estate at different times or at the same time. No assurances are made with regards to which parcels or portions of real estate will be subjected to the exercise of each development right or the order thereof. If any development right is exercised in any portion of the real estate subject to that development right, that development right need not be exercised in all or in any other portion or remainder of that real estate. The scope of any easement established by the Declarant shall also be established by the Declarant, and the Declarant and Association shall have the right to use, and provide to others, access and use by heavy equipment and all manners of vehicles and equipment to any easement shown on the Plat or added by Declarant.

**Section 6. Notice.** Notice of matters affecting the common interest community may be given to Owners by the Association or other Owners by posting the same at an entrance to the subdivision on a message board or post erected for such purpose. In addition, the Association may give notice of matters to Owners by providing such notice by email to any email address for an Owner provided by such Owner to the Association. Notice may also be given by regular, U.S. mail sent to the address of record for the Owner as made available online by the Gunnison County Assessor.

## **ARTICLE 10: Duration of Covenants; Miscellaneous**

**Section 1. Term.** These Covenants shall remain in effect perpetually from the date of recordation of these Covenants.

**Section 2. Amendment.** Except to the extent that a different percentage is required by CCIOA, these Covenants may not be waived, abandoned, terminated or amended, in whole or in part, except by an instrument: (i) setting forth the written consent of the owners of two-thirds of the Lots or containing the certification by the Secretary of the Association that the owners of two-thirds or more of the Lots voted in favor of such amendment, and (ii) approved by the Board of County Commissioners of Gunnison County. No mortgage or lienholder approval is required.

**Section 3. Severability.** These Covenants shall, to the fullest extent possible, be construed so as to give validity to all of the provisions hereof. If any provision or portion of provision in these Covenants is determined to be invalid, unenforceable or prohibited by any court, the same shall not affect any other provision or portion thereof or section hereof and all other provisions, portions of provisions, and sections shall remain in full force and effect.

**Section 4. Construction.** In interpreting words herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular and the use of any gender shall include all genders.

**Section 5. Headings.** The headings on any section or article are included only for the purposes of convenient reference and shall not affect the meaning or interpretation of these Covenants.

**Section 6. Limitation of Liability.** Neither the Association nor any officer, director or other representative of the Association shall be liable to any party for any action or for any failure to take any action with respect to any matter arising by, through, or under these Covenants if the action or failure to act was made in good faith. The Association shall indemnify all officers, directors or other representatives of the Association with respect to any action taken in their official capacity as provided in the Articles of Incorporation and Bylaws of the Association. Such indemnification shall include repayment of all costs and expenses incurred, including reasonable attorneys' fees.

**Section 7. Attorneys' Fees.** The Association shall be entitled to recover attorney's fees and costs as provided by CCIOA as shall any other party. In the absence of an applicable attorney's fees provision under CCIOA, the prevailing party in any legal action in any Court of law to enforce or interpret any provisions of the Association Documents shall be entitled to recover from the non-prevailing parties reasonable attorney's fees and costs incurred in such legal action, including without limitation all costs and fees incurred in collection, on appeal, and in bankruptcy proceedings.

**Section 8. Applicable Law.** Gunnison County, Colorado district court or county court shall be the exclusive venue for any action arising out of or relating to the Association Documents or any other dispute between the Association and any Owner provided, however, that the Association may establish exclusive venue, means, and procedures for the enforcement of fines, which may include binding arbitration.

**IN WITNESS WHEREOF**, Declarant has executed these Covenants effective as of the date first above-written.

Lacy and Dow LLC, a Colorado limited liability company

By: \_\_\_\_\_  
\_\_\_\_\_, Member

STATE OF COLORADO        )  
  ) ss.  
COUNTY OF GUNNISON     )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025,  
by \_\_\_\_\_ as Member of Lacy and Dow LLC, a Colorado limited liability  
company. Witness my hand and official seal. My commission expires:  
\_\_\_\_\_.

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

**LOWER VERZUH RANCH**  
**STATE HWY 135**  
**CRESTED BUTTE, COLORADO**



(40) PARKING SPACES FOR TRANSIT HUB

**NOT FOR  
CONSTRUCTION**

ISSUE DATE: \_\_\_\_\_

| REVISIONS # | DATE | DESCRIPTION |
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DRAWN: \_\_\_\_\_ REVIEWED: \_\_\_\_\_

**SKETCH PLAN**

PROJECT NUMBER: 7983

**TRANSIT AREA**

SHEET NUMBER

**L-01**

