

GUNNISON COUNTY PLANNING COMMISSION

PRELIMINARY AGENDA: December 18, 2025

200 E. Virginia, Gunnison, CO 81230

In person or on Zoom

Disclaimer: agenda discussion item times are approximate. Public hearings may start on or after the posted notice time. Work sessions may start earlier or later than the posted time.

8:45 a.m.

- Call to order; determine quorum.
- Approval of Minutes from the November 6, 2025, Planning Commission meeting
- Unscheduled Citizens: A brief period in which the public is invited to make general comments or has questions of the Commission or Staff about items which are not scheduled on the day's agenda.
- Miscellaneous/Staff Reminders/Announcements

9:00 a.m.

Joint Public Hearing: LUC-22-00028 | Starview Subdivision | Major Impact

The applicant proposes subdivision of a 96-acre parcel into 107 residential lots (83 single-family residence lots and 24 deed restricted units); and a building for the Crested Butte South Metropolitan District. The subject parcel is located at the southeast corner of the intersection of Highway 135 and Cement Creek Rd.

11:30 a.m.

Work Session: WUI Code Updates

Updates to the wildfire code to be no less stringent than the State Wildfire Resiliency Code as required by Senate Bill 23-166.

1:45 p.m.

Work Session: LUC-25-00004 | Lower Verzuh Subdivision

The applicant proposes subdivision of 450 acres into 309 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, 6th p.m.

Adjourn

Packet Materials are available online: [Planning Commission Meeting Packets](#)

Or by visiting <https://gunnisoncounty.org/197/Planning-Commission> and selecting "View Most Recent Meeting Packet"

Use this link to join the Webinar on Zoom: <https://gunnisoncounty-org.zoom.us/j/86337231015>

Phone one-tap:

+17193594580,,86337231015# US

+14086380968,,86337231015# US (San Jose)

NOTE: Unless otherwise noted, all meetings are conducted in the Blackstock Government Center Meeting Room 221 N. Wisconsin St. in Gunnison, across the street from the Post Office. This is a preliminary agenda; agenda times may be changed up to 24 hours before the meeting date. If you are interested in a specific agenda item, you may want to call the Planning Department (641-0360) ahead of time to confirm its scheduled time. Anyone needing special accommodations may contact the Planning Department before the meeting.

**GUNNISON COUNTY PLANNING COMMISSION
REGULAR MEETING MINUTES
Thursday, December 4, 2025**

The Gunnison County Planning Commission conducted a regular meeting in the Planning Commission Meeting Room in the Board of County Commissioners Meeting Room, 200 E. Virginia, Gunnison, Co. and on Zoom **Present:**

Chairperson – Roland Mason Vice-Chairperson – Eric Phillips Commissioner – Julie Baca Alt. Commissioner – Sean Patrick	Director of Community and Economic Development – Cathie Pagano Director of Planning – Hillary Seminick Planning Technician – Aidan McComas Others present as listed in text
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Absent: McBreen

Recused: Patrick (LUC-25-00004)

Zoom: Patrick and Baca

With a quorum present Chairperson Mason opened the December 4, 2025 regular meeting of the Planning Commission at 8:49 am.

Moved by Baca, seconded by Phillips to approve Planning Commission meeting minutes, dated November 20, 2025. The motion passed unanimously in support.

Staff announcements/ miscellaneous:

Work Session: LUC-25-00004 | Lower Verzuh Subdivision | Major Impact

The applicant proposed 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, 6th p.m.

Applicant Presentation

Jessica Garrow: presented project goals and site conditions. Noted size, location, and adjacent land used. Stated unit number increased to 344, noted deed restricted units, mixed use development, conservation of open space, existing irrigation ditches with designed large vegetative buffer as well as an augmentation pond. Addressed vehicular circulation and pedestrian circulation, noted the addition of 40 parking spaces for a potential transit stop. Noted a 150ft to 300ft setback from the parcel boundary, publicly accessible ball fields, neighborhood clubhouse, open space, and a working hay meadow along Hwy 135 acting as a buffer.

Baca: noted density dissimilarity between a neighboring development and the proposed development. Asked about density near the proposed transit stop.

Garrow: noted density could be adjusted in future plans to be near to transit stops allowing for greater connectivity. Noted additional deed restricted housing from 15 percent (45 units) of development to 26 percent (90 units).

Garrow: spoke to the applicants' original submission, explaining additions to the current plan including additional deed restricted housing and multifamily units. Noted updates concerning amenities near the deed restricted and multifamily units.

Garrow: presented matrix showing updates to the project compared to original submission and neighboring developments. Noted less density compared to neighboring subdivisions, more proposed open space, and the inclusion of additional multifamily units.

Staff Comments

Pagano: noted first work session was a site visit. Clarified what can happen during the current work session. Noted the Planning Commission term limits, cited concern over Public Hearings and Commission turnover with new Commissioners being seated by February 2026. Asked Commissioners to consider timing. Shared updates on applications for Planning Commission.

Planning Commission Questions

Baca: noted concerns about the number of acres and location of deed restricted units. Asked applicant to consider relocating the units near the proposed transit stop.

Marcus Locke: stated the applicants' proposal as being updated in response to the Planning Commissions' comments. Noted the placement of the hay meadow, spoke the importance of a buffer from Hwy 135.

Phillips: asked about the exclusion of ADUs.

Garrow: noted the previous work session, and the Commissioners appeared to not want them included. Stated if the Commission requests the inclusion of ADUs, the applicants' will consider their addition.

Dan Dow: clarified that workforce housing was included over ADUs due to its importance.

Phillips: asked the Commissioners about ADUs and their potential inclusion.

Mason: noted ADUs were in place of the deed restricted units. Stated ADUs and deed restricted units could both be included in the future plan. Spoke to the inclusion of ADUs in Crested Butte South as an example of how rentals can be (recording 9:31).

Dow: stated the applicants' willingness to include ADUs across the proposed development. Questioned local restrictions on ADUs.

Pagano: clarified that ADUs can be included but not synonymous with workforce housing.

Mason: clarified that restricted ADUs deter people from building them on their property.

Phillips: asked to have a conversation on how size restrictions can make ADUs livable.

Pagano: noted short term rentals, and whether ADUs have the potential to be used as short term rentals.

Dow: stated the proposed development is an inappropriate location for short-term rentals. Noted a counterargument that short term rentals can offset some costs for homeowners in the North

Valley. Asked about the location of high-density housing being located nearest to Hwy 135, noted the applicants' intention to balance needs of future residents and the requirements of the County.

Baca: expressed support for ADUs, but limiting short-term rentals in the proposed development.

Locke: asked for clarity surrounding ADUs and their location within the proposed development. Noted some proposed lot sizes don't allow for the inclusion of ADUs.

Mason: noted a ½ acre lot is large enough for an ADU.

Phillips: stated ADUs should be an open option for all lots.

Dow: asked for clarification on parking requirements for lots that contain both primary housing units and ADUs.

Mason: noted the developer can decide where parking can be in relation to primary housing and ADUs.

Baca: stated the developer can decide how and where an ADU can be located among the free market parcels in the proposed development.

Mason: noted income restriction is not being considered for ADUs.

Mason: noted concern over the location of deed restricted units in relation to open space and parking for transit stops. Asked applicants to consider relocated deed restricted units to be moved closer to parking for transit stops to improve accessibility and transportation.

Dow: stated willingness to consider relocating deed restricted units closer to parking for the transit stop.

Mason: noted the need for a transit stop to be located near to people who will use it. Locating deed restricted units near transit stops could increase ridership. Noted the relocation of deed restricted units near to the proposed ball fields. Noted concern over viewsheds and the location of taller units near Hwy 135.

Phillips: noted high density development being located near to public transit could reduce individual car use.

Mason: asked applicants to look at relocation of deed restricted units.

Phillips: noted concerns over two access points into the proposed development, as well as concerns over transit access to the proposed development.

Garrow: noted expecting to move towards a single access point to the proposed development.

Mason: asked about the potential for a legal easement from the north of the parcel.

Pagano: asked for clarity about the easement.

Locke: noted the only legal access to the parcel is from Hwy 135. Stated cooperation between the subdivisions would need to take place to establish legal easement access. Noted the existence of an easement but clarified it could not be used by the proposed development.

Pagano: clarified the access easements to the highway, noted two access points are (recording 10:00) for emergency services.

Pagano: asked Commissioners to consider lot sizes and density and if the requirements are being met by the applicant. Asked Commissioners to consider compatibility with nearby neighborhoods. Spoke to nearby parcel sizes.

Mason: spoke about a previous request to subdivide a neighboring parcel. Noted an adjacent neighborhood, speaking to the increased density in that residential development compared to the proposed development. Stated the increased density in the updated proposed development plan is what the Commission is looking for.

Phillips: noted concern over the number of deed restricted units and if they will offset the price burden of neighboring parcels.

Mason: stated higher prices are affordable for some, however, for most workers in the North Valley could not afford high price housing.

Pagano: asked Commissioners if the proposed development is substantially similar to neighboring parcels. Or if increased density is offset by other considerations.

Locke: stated the goal of the updated plan was balance, stated the inclusion of preserving open space, inclusion of essential residences, inclusion of deed restricted units, and including public transportation.

Phillips: noted concerns over sprawl. Asked for the applicants to consider the costs to the community compared to the benefits to the community. Expressed concern over how public transit can access the proposed development considering capacity issues.

Garrow: noted the applicants' willingness to dedicate the trail system that crossed the property to preserve connectivity.

Pagano: asked Commissioners to consider a condition of approval in which the applicants will contribute financially to building a public easement trail.

Locke: spoke to how the proposed plan is conceptual, and how the applicants are willing to make changes to meet needs.

Phillips: asked the Commission if the proposed deed restrictions are enough to offset the non-deed restricted luxury homes being proposed.

Baca: expressed support for Phillips' questions to the Commission.

Mason: noted the public concern during a future public hearing. Noted the applicants' effort to blend lot sizes across the property to conform with all nearby neighboring parcels. Noted

concerns over the potential loss of legacy ranch lands due to the pressures of development and housing needs.

Pagano: asked applicant if they planned to carry out vertical construction after approval.

Dow: stated vertical construction will be done by others.

Locke: noted the applicants' willingness to consider selling versus donation of the deed restricted unit portion of the land.

Dow: expressed intention to find a cost-effective solution to building workforce housing.

Phillips: expressed concern over the deed restricted unit area compared to the overall size of the parcel. Questioned the impact of the proposed number of deed restricted compared to the cost of developing the parcel.

Pagano: asked Commissioners what they want the next steps to look like.

Locke: asked Commissioners to consider a public comment given the term limits of multiple Commissioners.

Baca: asked for updated plan to be sent along with the public hearing notice.

Next Steps

Staff will work with Applicants to schedule a work session for December 18th and a public hearing on January 22nd.

Mason closed the work session at 10:37am.

Public Hearing: LUC-24-00008 | Treasure Mountain Ranch | Minor Impact

Treasure Mountain Ranch, Inc. applied for a Minor Impact Land Use Change to consolidate 16 parcels into 9, complete three boundary line adjustments, and cluster new development with a 1.9-acre building envelope in the Crystal townsite. Treasure Mountain Ranch, who owns 700 acres over the 16 parcels, proposed to retire four structures, construct a 4,900 sq. ft. maintenance ban, and build four new cabins totaling approximately 5,000 sq. ft. to replace four decommissioned cabins in the townsite. The proposal included wayfinding and interpretive signage for the historic Crystal Mill site and the intention of pursuing landmark designation for six structures.

Staff Comments

Mason: confirmed no ex parte communication.

Seminick: noted staff received two public comments after the written public comment period was closed at 12:00pm on December 3rd. Noted the use of an AI summary to distill all public comments received.

Mason: noted no public comment will be received during the Public Hearing.

Seminick: clarified the minor comments including: number of parcels to be consolidated, references to acreage, residential density and context,

Seminick: presented the primary considerations within the Draft Decision Document.

Seminick: noted various considerations for the Commissioners when considering an impact classification and required findings for coverage exceeding standards. Standards include minimizing visibility by siting and screening and the location of utilities underground. Asked applicants to present proposed vegetation concerning defensible space requirements.

Applicant Presentation

Locke: noted having the opportunity to review the Draft Decision document, noted minor edits given to Hillary Seminick.

Gillespie: presented a proposal for screening and siting. Noted the aspen grove in which the proposed cabins will be located won't be removed meeting defensible space requirements. Noted the addition of evergreen trees to provide additional screening between proposed development and neighboring structures.

Phillip Supino: asked Commissioners to provide a minimum number of trees for screening and siting.

Seminick: noted landscape requirements. Recommended a condition of approval which requires a screening buffer and meets the landscaping buffer requirements.

Chris Cox: the intention is to have the proposed development be essentially unnoticed by residents and visitors using evergreens for year-round screening and siting.

Planning Commission Questions

Mason: asked applicant to further detail screening to minimize visibility. Asked for screening and sitting to be included in the Draft Decision Document.

Seminick: noted a previous discussion on screening and siting, however the need to include screening and sitting in the Draft Decision Document. Asked applicants to propose language to be included in the Draft Decision Document for screening and siting.

Locke: proposed discretionary language.

Phillips: noted the proposed screening and siting is sufficient.

Patrick: asked for the number of additional trees to be added.

Mason: stated the proposed screening and sitting is sufficient.

Seminick: noted the impact classification reduction. Stated the applicant intends to house staff working on new cabins in historic cabins.

Mason: asked for clarity concerning Cert of Occupancy.

Locke: stated the proposal for Cert of Occupancy requirements meets the applicants' needs.

Seminick: addressed a condition of approval which includes language asking the applicant to provide documentation to Gunnison County (No. 7) Submit applications for historic designation for the following structures to Gunnison County Historic Preservation Office within 60 days from approval of LUC-24-00008.

Seminick: stated the subject property does not fall within a fire protection district. Noted conditions which include annexation, a service agreement, installation of a sprinkler system, or the submission of a waiver of liability.

Locke: noted applicants expressed support for a waiver of liability.

Seminick: explained a condition of approval concerning archaeological findings upon earth disturbing activity.

Locke: noted the applicants are satisfied with condition 11.

Baca: asked about public comments concerning potential future expansion.

Seminick: noted conditions which include language limiting approval of this application to only what is included in the present application application. (reread)

Patrick: asked about the loss of access for Crystal residents to their properties is this application is approved.

Seminick: noted condition 9 which requires applicant to provide an access easement for a neighboring parcel.

Moved by Phillips, seconded by Baca for approval for the Draft Decision document as amended. The motion passed unanimously in support.

Moved by Mason, seconded by Patrick to close the Public Hearing at 11:28 a.m. The motion passed unanimously in support.

Next Steps

Moved by Mason, seconded by Phillips to adjourn the meeting at 11:28 a.m. The motion passed unanimously in support.



Gunnison County Community & Economic Development Department

Phone: (970) 641-0360

Email: planning@gunnisoncounty.org

Website: www.GunnisonCounty.org

From: Crystal Lambert, Building and Environmental Health Official

To: Planning Commission

Date: December 10, 2025

Re: Updates to wildfire requirements for new development

Purpose

The State of Colorado adopted the Colorado Wildfire Resiliency Code ("CWRC:") on July 1, 2025 and jurisdictions have until April 1, 2026 to adopt a code for wildfire resilience that is no less stringent than the State CWRC.

The County's current wildfire code is the International Wildland Urban Interface Code ("IWUIC"), 2021 edition, which was implemented on January 1, 2023 and amended on November 7, 2023. There are some areas where the new State code is more stringent than the County's current wildfire code and adjustments will be necessary to meet the State's minimum code. There are also areas where the County's current wildfire code is more stringent or different than the State's new code creating an opportunity to evaluate which provisions remain appropriate for Gunnison County.

Representatives from the local building construction industry, including building contracting, development and design, landscape architecture, and materials supply, along with fire districts, and West Region Wildfire Council were invited to participate in a stakeholder engagement group to discuss the new State Wildfire Resiliency Code and the County's current wildfire code to identify which items would be appropriate to retain from our current code and help decide recommended modifications to the State minimum code for Gunnison County.

It is necessary for the Planning Commission to provide a recommendation to the Board of County Commissioners concerning adoption of a code to align with the new State's requirements for wildfire resiliency.

Background

Wildfire in Colorado is becoming more frequent and growing in intensity and devastation. Twenty of the twenty largest wildfires in state history have occurred in the 21st century (since 2001) and four of the top five largest wildfires in state history have occurred in the last five years (2020 and 2025). Additionally, the top five fires that have destroyed the most homes have occurred in the last 13 years, since 2012.

Wildfire impacts extend beyond property loss and are shared with the entire community through environmental damage, public health issues and economic impacts. There can be an increased risk of flooding and erosion due to post wildfire flows with increased risk of mudslides. Damage to watersheds can threaten drinking water supplies and aquatic species. Smoke from wildfires causes health risks to vulnerable populations, including children, the elderly, and those with pre-existing heart or lung conditions. Communities affected by wildfires can experience economic losses with decreased home values, loss of businesses and negative impacts to agriculture, wildlife, tourism and recreation. There can be substantial recovery costs for rebuilding efforts, including debris removal, erosion control, infrastructure and road repair.

The *2025 Gunnison County Community Wildfire Protection Plan (“CWPP”)* provides comprehensive strategies to reduce wildfire risk and enhance preparedness so that our community can be ready to live with wildfire. <https://www.gunnisoncounty.org/1112/Community-Wildfire-Protection-Plan> The CWPP identifies building hardening and defensible space as key parcel-level strategies for community resilience.

In 2023, the Colorado State Legislature recognized that Colorado’s wildfire risk is increasing, and more communities are at risk of wildfire. Senate Bill 23-166 established a wildfire code board with the mission to ensure that Colorado Communities are safer from and more resilient to wildfire by reducing the risk to people and property through the adoption of statewide codes and standards based on best practice approaches to hardening structures and reducing wildfire risk in the defensible space surrounding structures in the wild-land urban interface in Colorado. The Colorado Wildfire Code Board consists of 21 voting members representing both rural and urban communities, building code professionals, fire code professionals, investor-owned utilities, commercial building professionals, home building professionals, architect with experience in wildfire codes, fire marshal with experience in wildland fire behavior, land use planning, hazard mitigation, nonprofit home builder for affordable home ownership, and county and municipalities with experience in implementing codes for wildfire resiliency and 3 non-voting ex officio members from the Colorado Division of Fire Prevention and Control, Colorado State Forest Service and the Colorado Resiliency Office. Since October 2023, I have served as a voting member of the Board, enabling me to contribute Gunnison County’s unique experience and rural perspective to the development of a code that works for all of Colorado. The Board met in person every month for over a year and a half and four advisory committees were created that met at least twice a month to focus on specific areas towards the creation of the Colorado Wildfire Resiliency Code. All meetings were posted and open to the public with public comment times at every meeting. Four public hearings were held around the state, in Sterling, Castle Rock, Montrose, and Glenwood Springs concerning adoption of the draft code and several hundred public comments, verbal and written, were received, heard and considered by the Board prior to adoption of the CWRC. Additional information about the Wildfire Resiliency Code Board, the Colorado Wildfire Resiliency Code and the State map can be found at the following website: <https://dfpc.colorado.gov/WRCB>

Overview of the Colorado Wildfire Resiliency Code

The CWRC defines the wildland-urban interface as “that geographic area where structures and other human development meets or intermingles with wildland or vegetative fuels.”

A map has been developed and designed as a tool for the application of the CWRC. The map encompasses both the current and potential wildland-urban interface as defined by the CWRC. For the

purpose of code application and relevancy, the map only illustrates three levels of fire intensity (low, moderate and high). Low (yellow on the map) fire intensity areas correspond to Class 1 code requirements for construction and site hardening and Moderate (orange) and High (red) fire intensity areas correspond to Class 2 code requirements. The following is a link to the map:

<https://experience.arcgis.com/experience/34c113129c044004bc672ca5493378de/page/Page>

Jurisdictions can choose to adopt the State map or develop their own map. If a jurisdiction chooses to develop their own map it needs to be as stringent as the State map, including consideration of vegetative fuels, topography, local weather patterns, and fire behavior modeling data.

Adoption of the State map has several advantages, including elimination of local map maintenance and updating burden. The State map provides an accessible, printable and user-friendly online platform, and a ground-truthing process to verify or review a fire intensity classification.

The State map cannot be used for insurance purposes. Insurance companies use independent tools to assess risk and the Division of Insurance regulates all practices. The map is only used for the application of the Colorado Wildfire Resiliency Code. The insurance industry strongly supports building codes as a way to minimize and mitigate risk. Building codes can and do work to reduce risk during natural disasters and reduce risk of loss for individual property owners. Additional information about insurance and the Colorado Wildfire Resiliency Code can be found at the following link:

<https://doi.colorado.gov/wildfire-resiliency-building-codes-and-insurance>

The CWRC applies to new construction of structures and defensible space around structures, both residential and commercial. It is not a retrofit code and does not apply to existing development. Additions to existing structures that increase the footprint by 500 square feet or more will need to comply with the code for the area of the addition only. The code requires installation of a compliant roof covering when an existing roof covering is replaced or when 25 percent or more of the roof's surface area is replaced. Similarly, compliant exterior wall materials are required when 25 percent or more of the total exterior wall surface area is replaced. When the exterior wall material requirements are triggered, the 0–5 foot immediate structure zone must also be brought into compliance for defensible space.

The Class 1 code requirements are the least stringent and apply to all properties within the mapped wildland-urban interface. A summary of the Class 1 requirements are as follows:

Class 1 Exterior Building Materials

Roof-Covering or assembly classified as Class A when tested in accordance with ASTM E108 (UL790).

- Flame and ember protection of roofs--For roof assemblies where the roof covering profile creates a space between the roof deck, the space shall resist the entry of flames and embers.
- Roof Valley Flashing--No. 26 galvanized steel gage corrosion-resistant metal installed over a minimum 36" wide underlayment consisting of one layer of cap sheet complying with ASTM D3909 running the full length of the valley.

Gutters and downspouts-shall be constructed of noncombustible material.

Ventilation Openings-For enclosed attics, enclosed rafter spaces, and underfloor spaces shall be either:

- Tested in accordance with ASTM E2886, **or**
- Noncombustible corrosion-resistant mesh with openings not to exceed 1/8"

Class 1 Site & Area Requirements

Structure Ignition Zone 1 (0-5'), Immediate Zone

This zone is designed to reduce or eliminate ember ignition and direct flame contact with the structure, decks, stairs, and attachments. The requirements apply to the area from 0 to 5 feet from the structure.

- Use noncombustible, hard surface materials in this zone, such as rock, gravel, sand, concrete, bare earth or stone/concrete pavers.
 - Exception:** Ignition-resistant plantings, per an approved list by the jurisdiction that is not less than that created by the Colorado State Forest Service, are allowed in the Immediate Zone.
- Remove all plantings including shrubs, slash, combustible mulch and other woody debris, with the exception of ignition-resistant vegetation.
- No planting of new trees in the immediate zone. Mature trees of no less than 10-inch diameter at 4.5 feet above ground level may be maintained. Tree crowns extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet. Prune tree branches to a height of 6-10 feet from the ground or a third of the total height of the tree, whichever is less.

Site Signage

- Marking of Roads-Approved signs or other approved notices shall be provided and maintained for access roads and driveways to identify such roads and prohibit the obstruction thereof.
- Marking of fire protection equipment-Fire protection equipment and fire hydrants shall be clearly identified. (Don't disguise a hydrant as a shrub)
- Address markers-Buildings shall have a permanently posted address, which shall be placed at each driveway entrance and be visible from both directions of travel along the road.

Retaining Walls-Constructed with either noncombustible or ignition-resistant materials when any of the following conditions exist:

1. The wall is within 8 feet of a structure regulated by this code.
2. The wall is integral to the support of a structure.
3. The retaining wall is integral to the egress from a structure to a public way.

Fencing-Fencing within 8 feet of a structure shall be constructed with noncombustible or ignition-resistant materials. **Exception:** Vinyl fencing may be allowed.

The Class 2 code requirements apply to properties having a moderate or high fire hazard severity (orange or red on the State map). A summary of the Class 2 requirements are as follows:

Class 2 Exterior Building Materials

All the Class 1 items-Roof, gutters and downspouts, and ventilation openings.

Eaves and soffits shall be protected on the exposed underside by noncombustible, ignition-resistant, 1-hour fire-resistance-rated, 5/8" type X sheetrock, 2" nominal dimension lumber, or 1" nominal fire-retardant-treated wood.

Decks-Decking walking surface:

- Noncombustible materials
- Class A rated material
 - Except:** composite decking can be Class B rating
- Fire-retardant treated wood identified for exterior use
- Ignition-resistant building materials

Glazing-Either multilayered panels, tempered, or have a fire protection rating not less than 20 minutes.

Exterior Doors-Noncombustible materials, solid core wood at least 1 3/4" thick, or 20 minute fire-protection-rated

Exterior Walls shall be constructed with one of the following methods:

1. Assemblies with a minimum of 1-hour fire-resistance rating, rated for exposure on the exterior side.
2. Approved noncombustible materials
3. Heavy timber or log wall construction
4. Noncombustible materials
5. Fire-retardant treated wood labeled for exterior use
6. Ignition-resistant materials

Such materials shall extend from the top of the foundation to the underside of the eave or the underside of the roof sheathing.

Exceptions:

1. Exterior wall embellishments and architectural trim (exclusive of trim on exterior windows and doors) not to exceed 5 percent of the square footage of the exterior wall.
2. Roof or wall top cornice projections and similar assemblies.
3. Solid wood rafter tails and solid wood blocking installed between rafters having a minimum dimension of 2" nominal.

Exterior wall coverings-Coverings shall be limited to the following:

1. Noncombustible materials.
2. Fire-retardant-treated wood.
3. Ignition-resistant building materials.

Exception: where options 1 or 2 (in Section 404.3 are used, vinyl siding may be used as an exterior covering.

Flashing-A minimum of 6 inches of metal flashing or noncombustible material applied vertically between the wall sheathing and the exterior cladding shall be installed at the ground, decking, and roof intersections.

Detached Accessory Structures located less than 50 feet from a building containing habitable or occupiable space shall have exterior walls constructed in accordance with Sections 404.3-404.3.2.

Underfloor Enclosure- Buildings or structures shall have underfloor areas enclosed to the ground or comply with the exterior walls in accordance with Section 404.3 (exterior walls).

Appendages and Projections shall be constructed in accordance with Section 404.3 (exterior walls).

Vehicle Access Doors shall resist ember intrusion by preventing gaps larger than 1/8". Gaps between doors and door openings shall be controlled by one of the following:

- Weather stripping
- Door overlaps onto jambs and headers.

- Garage door jambs and headers covered with metal flashing.

Class 2 Site & Area Requirements

All the Class 1 requirements- 0-5' immediate zone, retaining walls, fencing, site signage

Structure Ignition Zone 2 (5-30 feet), Intermediate Zone

Designed to give an approaching fire less fuel, which will help reduce its intensity as it gets nearer to structures. The requirements apply to the area from 5 to 30 feet from the structure.

- Dead Material shall be removed from live vegetation
- Fuels Accumulation-Avoid large accumulations of surface fuels such as logs, branches, slash and combustible mulch.
- Trees-Tree crowns extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet. Prune tree branches to a height of 6-10 feet from the ground or a third of the total height of the tree, whichever is less.
- Shrubs-Shrub groups within this zone shall be spaced to prevent structure ignition. Shrubs shall be at least 10 feet away from the edge of tree branches.

Structure Ignition Zone 3 (30-100 feet), Expanded Zone

Focuses on mitigation that keeps fire on the ground.

- Tree crowns within this zone shall be spaced at a minimum of 6-10 feet.

Background of wildfire codes in Gunnison County

In 2018 Gunnison County received a grant from the Community Planning Assistance for Wildfire (“CPAW”) to help us understand our wildfire risk and provide specific recommendations to integrate wildfire-resiliency into the planning and development review process. The final recommendations from CPAW included adoption of the IWUIC, with amendments, definition of the WUI with the hazard assessment maps.

The CPAW team identified several challenges to addressing wildfire resiliency within land use planning in Gunnison County and many are still relevant today, such as existing developments without adequate wildfire safety and protection features (i.e. water supply, emergency access and neighborhood scale fuel mitigation), large transient demographic without knowledge of wildfire prevention and safety, such as evacuation routes, and a lack of voluntary engagement in wildfire mitigation practices. The CPAW team also identified a few opportunities that are still relevant today and have even become stronger since their assessment, such as our collaborative partnerships with local fire districts, the State Forest Service and the West Region Wildfire Council who provide assistance to further implementation of wildfire-ready and mitigation practices, such as fuel treatments, technical reviews on development applications, and assistance with on-site property assessments. Recently, the West Region Wildfire Council added an additional staff member who will work primarily in Gunnison County assisting County staff with implementation of the new wildfire resiliency code, property owners of both existing and new development with understand their wildfire risk and appropriate mitigation strategies and working with Emergency Management on implementation of the CWPP.

Comparison of the currently adopted IWUIC and the CWRC

Both the currently adopted IWUIC and the CWRC identify structure hardening and defensible space items depending on the wildfire hazard at the site.

The following items are areas where the County's IWUIC adoption is **more** stringent than the CWRC and the items are further described below:

- Water supply requirements-not included in the CWRC
- Deck construction-CWRC regulates the decking surface only
- Vent opening locations-IWUIC prohibits vent openings in soffits and eaves
- Structure Ignition Zone 1 (0-5 feet)-CWRC has an exception for ignition-resistant plantings
- Accessory structures-Exempt in the IWUIC only if ≥ 50 feet from a habitable structure
- Application for large parcels-CWRC exempts ≥ 35 acres parcels with only one residence

Water supply requirements are not part of the CWRC. The IWUIC encourages parcels have adequate water supplies for fire-fighting efforts by potentially reducing the amount of defensible space or degree of structure hardening. Water supply standards are costly for rural parcels. The stakeholder engagement group unanimously felt that water supply requirements should not be included in the new wildfire resiliency code and should be a consideration for new subdivisions and developments.

The CWRC requires that only the deck walking surface be regulated. The IWUIC requires that decks be constructed of ignition-resistant materials. The stakeholder engagement group supported the idea of only requiring decking material to be addressed, especially considering the exterior wall and metal flashing requirements.

The CWRC does not restrict the location of vent openings. The IWUIC prohibits vent openings in eaves and soffits, which is often the most desirable location for builders and designers. The stakeholder engagement group was supportive of removing the restrictions on vent opening locations.

The immediate 0-to-5-foot zone around a structure is designed to reduce or eliminate ember ignition and direct flame contact with the structure, decks, stairs and attachments. The County's adoption of the IWUIC allows only noncombustible, hard surface materials in this zone (i.e. rock, gravel, sand, concrete, bare earth or stone/concrete pavers). The CWRC has the same requirements with an exception that allows for ignition-resistant plantings, identified by the Colorado State Forest Service, in this zone. The Colorado State Forest Service guide for ignition-resistant landscape plants provides a recommended list of landscape plants with attributes that decrease ignitability, such as low oil or resin and moisture content, when properly maintained. The Wildfire Resiliency Code Board considered the requirements of the Insurance Institute for Business and Home Safety ("IBHS") for their Wildfire prepare Home Technical Standards in determining the requirements of the CWRC for insurance coverage and reduction of risk for damage or loss of structures from fire and tried to align with those requirements as much as possible and this is one exception. The allowance of ignition-resistant plantings within the immediate zone is one item that does not align with the IBHS standards. Recent updates to the IBHS Wildfire Prepared Home Technical Standards include ensuring the immediate zone is a noncombustible zone because it is a critical element in effective wildfire mitigation as seen in recent major wildfire conflagration events. The stakeholder engagement group supported **not** including the exception to allow for ignition-resistant plantings in the immediate zone. Ignition-resistant plantings would be difficult for building inspectors to verify, and the County does not currently have a maintenance inspection program. Allowing specific

plantings within this zone will likely not translate to future property owners who might see an opportunity for additional vegetation.

The CWRC exempts detached accessory structures no greater than 120 square feet when located at least 10 feet from a habitable structure. The IWUIC exempts those structures when they are located at least 50 feet from a habitable structure. The current building code adoptions in Gunnison County exempt accessory structures no greater than 200 square feet from needing a building permit. Applying the less stringent separation distance threshold is in better alignment with the adopted building codes and would be more efficient and practical to implement. The stakeholder engagement group supported the less stringent CWRC requirement excepting accessory structures less than 120 square feet when located at least 10 feet from a habitable structure.

Senate Bill 23-166 which established the Wildfire Resiliency Code Board with the task of defining the WUI and adopting statewide codes for new construction in WUI excluded “any thirty-five acre parcel with only one residential structure on it that does not abut a residential or commercial area” from needing to adhere to the code. Many of the 35-acre developments in the County are within the mapped areas of the WUI and established in layouts that do not provide adequate separation distance between adjacent building sites/envelopes commensurate with their overall acreage. Exempting those parcels from the wildfire code requirements is counterproductive to the goals of the wildfire code in creating wildfire ready and resilient communities. The stakeholder engagement group was supportive of continuing to apply the wildfire code to all parcels in the WUI regardless of size.

The following items are areas where the County’s IWUIC adoption is **less** stringent than the CWRC:

- Exterior wall embellishments and architectural trim-CWRC does not exempt window and door trim and allows only 5% of embellishments and other trim to be exempt
- Fencing-CWRC requires fencing within 8 feet of a structure be noncombustible or ignition-resistant
- Retaining walls-CWRC requires that retaining walls be noncombustible or ignition-resistant when within 8 feet of a structure, or integral to support of structures, or integral to egress
- Detached accessory structures (any size)-CWRC requires exterior wall material compliance when within 50 feet of a habitable or occupiable structure
- Ventilation openings-CWRC requires a mesh covering openings not to exceed 1/8” (versus ¼”)
- Additions and alteration-CWRC trigger is when 500 square feet or more is added versus 50% of the existing area.

The exterior wall requirements that apply when a property is in a moderate or high wildfire hazard area will apply to all trim work except for up to 5% of the square footage of the exterior wall for decorative embellishments or architectural trim. Decorative embellishments are elements incorporated in design and construction for an ornamental or decorative purpose that are not integral to the structure or structural support. Architectural trim does not include door or window trim in the CWRC and could apply to corner trim or other pieces. For example, a typical house 40 feet by 20 feet could have about 2,000 square feet of wall surface area and 100 square feet (or 5%) could be exempt from the exterior wall materials requirement.

The adopted building code exempts fences less than 7 feet in height from building permitting and the *Gunnison County Land Use Resolution* requires that fences in residential areas be limited in height to 6

feet. This combination of code requirements explains one of the reasons why the County has no record of building permits for fences. The CWRC requires that fences within 8 feet of a regulated structure be constructed with noncombustible or ignition-resistant materials. This will be a big change for our community and will require public outreach and engagement to communicate and successfully implement the new requirement for fencing.

The exterior walls of detached accessory structures (greater than 120 square feet) need to comply with the requirements (when in moderate or high wildfire hazard areas) when the location is within 50 feet of a building containing habitable or occupiable space. This is similar to our current requirements except that occupiable space has been added. Habitable Space is space in a building for living, sleeping, eating or cooking and Occupiable Space means a room or enclosed space designed for human occupancy in which individuals congregate for amusement, education or similar purposes or in which occupants are engaged at labor. Occupiable Space includes most commercial buildings, including industrial shop spaces and even agricultural and similar uses where people are actively engaged in labor.

Additions that increase the footprint of a structure by 500 square feet or more will need to comply with the requirements, for the addition only. Currently, the requirements for additions are where the area of the addition is more than 50% of the existing area does the area of the addition need to comply. The CWRC trigger of 500 square feet could be more stringent in some cases and less stringent in others depending on the size of the existing structure.

Recommendations and requested action

To support long-term wildfire resiliency in Gunnison County and compliance with State law staff is requesting that the Planning Commission recommend adoption of the following items to the Gunnison County Board of County Commissioners:

1. The Colorado Wildfire Resiliency Code and the State map with amendments listed below
 - a. Thirty-five-acre or larger parcels shall comply with the requirements.
 - b. Structure Ignition Zone 1 (0-5 feet) contains only noncombustible, hard surface materials without exception for ignition-resistant plantings.
2. Proposed amendments to the *Gunnison County Land Use Resolution* ("LUR") to align with the Colorado Wildfire Resiliency Code and the State map adoption. A summary of the proposed LUR amendments is provided in Appendix A.

Please contact Cathie Pagano or Crystal Lambert with any questions. Thank you for your consideration.

APPENDIX A: SUMMARY OF PROPOSED REVISIONS TO THE GUNNISON COUNTY LAND USE RESOLUTION TO ALIGN WITH THE ADOPTION OF THE COLORADO WILDFIRE RESILIENCY CODE

SECTION 1-112: USE OF MAPS, C.MAPS TO BE USED AS REFERENCES, 1.WILDFIRE HAZARD MAPS.

- 1. WILDFIRE HAZARD MAPS.** Wildfire Hazard Maps prepared by Community Planning Assistance for Wildfire (CPAW) and as they may be amended from time to timeThe Colorado Wildfire Resiliency State Code Map prepared and maintained by the Colorado Division of Fire Prevention and Control and the Colorado State Forest Service and available on the Colorado Wildfire Resiliency Code Board website.

ARTICLE 2:DEFINITIONS

FIRE INTENSITY CLASSIFICATION means the level of fire intensity identified for areas where significant fuel hazards and associated dangerous fire behavior may exist, based upon vegetative fuels, topography, weather conditions, and flame length value. The Fire Intensity Classification for parcels in the WUI can be identified on the Colorado Wildfire Resiliency State Code Map prepared and maintained by the Colorado Division of Fire Prevention and Control and the Colorado State Forest Service and available on the Colorado Wildfire Resiliency Code Board website.

LOW FIRE INTENSITY CLASSIFICATION means areas with light to medium surface fuels, such as grasses, shrubs, and scattered low-density vegetation. These fuels are often discontinuous, which limits flame propagation but can sustain burning under moderate weather conditions. Fires in this class may occur on gentle to moderate slopes, where topography begins to influence the rate of spread. Although flame lengths remain relatively small-typically less than two feet-limited spotting may occur, especially with wind. Trained firefighters with protective equipment and standard hand tools can usually suppress these fire through direct attack, particularly on slopes under 30 percent. Mechanized equipment is typically unnecessary.

KEY CHARACTERISTICS INCLUDE:

- **FUELS:** Light to medium surface fuels, including grasses, shrubs, and scattered vegetation.
- **FLAME LENGTH:** Less than 2 feet.
- **RATE OF SPEAD:** Low, increasing with slopes over 20 percent.
 - **SPOTTING:** Very short-range spotting is possible under windy conditions.
 - **TERRAIN INFLUENCE:** More active fire behavior on moderate slopes (20 to 30percent)
 - **SUPPRESSION DIFFICULTY:** Easily suppressed by trained firefighters using basic protective gear and hand tools. Direct attack is effective, and mechanized support is rarely needed.

MODERATE FIRE INTENSITY CLASSIFICATION means areas with moderate to heavy fuel loads, such as dense shrubs, small trees, and accumulated ground fuels. Fire present continuous horizontal and vertical fuel arrangements, allowing flames to reach up to 8 feet in length. Fire behavior is notably influenced by moderate to steep slopes, often accelerating the spread. Short-range spotting becomes more common, complicating suppression efforts. Ground crews typically require mechanized support, such as engines and dozers, to establish control lines. Aircraft assistance may be necessary, particularly in inaccessible terrain. There is a significant increase in the potential for property damage and risk to life, especially in WUI areas.

KEY CHARACTERISTICS INCLUDE:

APPENDIX A: SUMMARY OF PROPOSED REVISIONS TO THE GUNNISON COUNTY LAND USE RESOLUTION TO ALIGN WITH THE ADOPTION OF THE COLORADO WILDFIRE RESILIENCY CODE

- **FUELS:** Moderate to heavy fuels, including dense shrublands, small trees, timber litter, and canopy fuels.
- **FLAME LENGTH:** Up to 8 feet.
- **RATE OF SPEAD:** Moderate to high, increasing significantly on slopes over 30 percent.
- **SPOTTING:** Short-range spotting is common.
- **TERRAIN INFLUENCE:** Steep slopes, 30 percent or greater, increases fire spread and intensity.
- **SUPPRESSION DIFFICULTY:** Challenging for ground crews without support from engines, dozers, or aircraft. Dozers and plows are generally effective on moderate terrain.

HIGH FIRE INTENSITY CLASSIFICATION means areas with heavy, continuous fuel loads, such as dense forest canopies, thick understory growth, and heavy dead/downed material. Fires frequently occur on steep slopes, often exceeding 40 percent, where topography dramatically increases the rate of spread and severity. Flame lengths can exceed 30 feet, and both short- and medium- range spotting are common, particularly in windy conditions. Direct suppression by ground crews is typically ineffective, requiring indirect attack strategies, such as backburns and aerial retardant drops. Fires in this class pose extreme risk to life, property, and firefighter safety, especially in rugged or remote areas.

KEY CHARACTERISTICS INCLUDE:

- **FUELS:** Heavy fuels, including dense forests, urban core areas with heavy fuel loads, and canopy-dominated regions.
- **FLAME LENGTH:** Up to 30 feet or more.
- **RATE OF SPEAD:** Rapid, on slopes over 40 percent.
- **SPOTTING:** Short-range spotting is common; medium range spotting is possible under windy conditions.
- **TERRAIN INFLUENCE:** Slopes over 40 percent amplify intensity and spread, creating dangerous conditions for suppression.
- **SUPPRESSION DIFFICULTY:** Direct attack by ground forces and dozers is generally ineffective. Indirect strategies (backburning, aerial support) are often necessary. These fire present a significant danger to life, property, and responder safety.

WILDFIRE HAZARD AREA means an area where potential wildfire phenomenon is so adverse to past, current or foreseeable construction or development that it constitutes a significant potential hazard to public health and safety or to property. Wildfire Hazard Areas contain low, moderate, and high Fire Intensity Classifications. Such areas may be shown on maps pursuant to Section 1-112: C: *Maps To Be Used As References* (also see FIRE INTENSITY CLASSIFICATION)

- ~~**LANDSCAPE LEVEL WILDFIRE HAZARD** This scale represents the likelihood (probability) of a fire occurring and the intensity of the fire at the landscape level based on the inherent landscape characteristics, including broad existing vegetation, biophysical settings, fire regimes, and fire histories. The landscape-level hazard assessment is delineated into the following rankings:~~
 - ~~MODERATE~~

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- HIGH
- VERY HIGH

The factors influencing these rankings can be used to determine the potential landscape-level exposure that a development will be subject to. The ranking at this scale is difficult to change at the local/parcel level. Mitigation affecting change at this scale is typically done by large-scale disturbances such as insect mortality, fires, or landscape-level mitigation.

- **LOCAL-LEVEL WILDFIRE HAZARD** This scale is based on an extreme event (worst fire days). This does not show the likelihood of a fire occurring but does show where fires are likely to burn at high intensity. For example, a fire that starts in an area where the local hazard is high can spread fast and burn at high intensity creating significant wildfire exposure to any structures in the area. The same rankings used at the landscape scale are used at this local scale:

- MODERATE
- HIGH
- VERY HIGH

WILDLAND URBAN INTERFACE (WUI) means any developed area where conditions affecting the combustibility of both wildland and built fuels allow for the ignition and spread of fire through the combined fuel complex that geographic area where structures and other human development meets or intermingles with wildland or vegetative fuels. The WUI is illustrated in the Colorado Wildfire Resiliency State Code Map prepared and maintained by the Colorado Division of Fire Prevention and Control and the Colorado State Forest Service and available on the Colorado Wildfire Resiliency Code Board website CPAW map titled, "Gunnison County Wildland Urban Interface."

WUI Intermix: Areas with ≥ 1 house per acre and ≥ 50 percent cover of wildland vegetation. These areas have a potential for exposure to radiant and convective heat, as well as airborne embers.

- **WUI Interface:** Areas with ≥ 1 house per acre and ≤ 50 percent cover of vegetation and within 1.5 mi of area with $\geq 75\%$ wildland vegetation.
- **Non-WUI Vegetated** (no housing): Areas with ≥ 50 percent cover of wildland vegetation and no houses (e.g., protected areas, steep slopes, mountain tops).

SECTION 5-104: ADMINISTRATIVE REVIEW PROJECT APPLICATION, E. ADDITIONAL SUBMITTALS BASED UPON INFORMATION AVAILABLE ON MAPS USED BY THE COUNTY, 3. LOCATION OF SITE WITHIN WILDFIRE HAZARD AREA:

3. **LOCATION OF SITE WITHIN WILDFIRE HAZARD AREA.** As applicable, an application proposing a land use change on a parcel located within a wildfire hazard area as identified on the Colorado Wildfire Resiliency Code map prepared and maintained by the Colorado Division of Fire Prevention and Control and the Colorado State Forest Service, pursuant to Section 11-105: *Development in Areas Subject to Wildfire Hazards.*

SECTION 6-104: MINOR IMPACT APPLICATION, F. ADDITIONAL SUBMITTALS BASED UPON INFORMATION AVAILABLE ON MAPS USED BY THE COUNTY, 3. LOCATION OF SITE WITHIN WILDFIRE HAZARD AREA:

3. **LOCATION OF SITE WITHIN WILDFIRE HAZARD AREA.** As applicable, an application proposing a land use change on a parcel located within a wildfire hazard area as identified on the Colorado Wildfire Resiliency State Code map prepared and maintained by the Colorado

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Division of Fire Prevention and Control and the Colorado State Forest Service, pursuant to Section 11-105: *Development in Areas Subject to Wildfire Hazards*.

SECTION 7-201: SKETCH PLAN APPLICATION FOR MAJOR IMPACT PROJECTS, I. MAPS AND SITE PLAN SHEETS, 2. NATURAL FEATURES, d. WILDFIRE HAZARD MAPS:

- d. **WILDFIRE HAZARD MAPS.** Map of the area wildfire hazards and identification of the fire intensity classification(s) as identified on the ~~Wildfire Area Hazard Maps~~ Colorado Wildfire Resiliency State Code Map prepared and maintained by the Colorado Division of Fire Prevention and Control and the Colorado State Forest Service and available on the Colorado Wildfire Resiliency Code Board website prepared by ~~by~~ Community Planning Assistance for Wildfire (CPAW).

SECTION 7-301: PRELIMINARY PLAN APPLICATION FOR MAJOR IMPACT PROJECTS, J. GEOLOGIC HAZARD AREAS, 3. WILDFIRE HAZARD AND FIRE PROTECTION:

3. **WILDFIRE HAZARD AND FIRE PROTECTION.** When a land use change is proposed on a parcel located in a Wildfire Hazard Area as identified on the Colorado Wildfire Resiliency State Code map prepared and maintained by the Colorado Division of Fire Prevention and Control and the Colorado State Forest Service ~~the~~ the narrative, map and layout design of the Preliminary Plan shall address and comply with the requirements of Section 11-105: *Development in Areas Subject to Wildfire Hazard* and Section 12-107: *Fire Protection*, and include measures to minimize the potential that the proposed uses will generate or increase wildfire

SECTION 11-104: DEVELOPMENT SUBJECT TO GEOLOGIC HAZARDS, G. STANDARDS APPLICABLE TO DEVELOPMENT IN PARTICULAR GEOLOGIC HAZARD AREAS, 6. DEVELOPMENT ON SLOPES GREATER THAN 30 PERCENT, e. DEVELOPMENT PROHIBITED:

- e. **DEVELOPMENT PROHIBITED.** Development shall be prohibited on any slope in excess of 30 percent that is also located in an area that is determined to be a ~~very high~~ wildfire hazard area with a High Fire Intensity Classification, pursuant to Section 11-104: C: *Applicability*.

SECTION 11-105: DEVELOPMENT IN AREAS SUBJECT TO WILDFIRE HAZARDS, C. MAPS INCORPORATED:

- C. **MAPS INCORPORATED.** The Colorado Wildfire Resiliency State Code Map prepared and maintained by the Colorado Division of Fire Prevention and Control and the Colorado State Forest Service and available on the Colorado Wildfire Resiliency Code Board website ~~The Gunnison County Wildfire Hazard Maps, prepared by the Community Planning Assistance for Wildfire, and Gunnison County GIS~~, shall be used as references for determining when parcels are located within wildfire hazard areas, pursuant to Section 1-112: *Use of Maps*. Where areas have not been mapped, review and analysis by the Colorado Forest Service shall determine the status of wildfire hazards. ~~Copies of the maps are available on www.gunnisoncounty.org.~~

SECTION 11-105: DEVELOPMENT IN AREAS SUBJECT TO WILDFIRE HAZARDS, F. STANDARDS, 2. PROHIBITED LOCATIONS FOR DEVELOPMENT & 3. DEMONSTRATION OF COMPLIANCE:

2. **PROHIBITED LOCATIONS FOR DEVELOPMENT.** Development shall not be located in any area designated as having ~~very High~~ High Fire Intensity Classification ~~wildfire hazard~~ that also has

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slopes greater than 30 percent. Development shall also not be located in a fire chimney, as identified by the Colorado State Forest Service.

- 3. DEMONSTRATE COMPLIANCE WITH THE COLORADO WILDFIRE RESILIENCY CODE/INTERNATIONAL WILDLAND-URBAN INTERFACE CODE (IWUIC), AS ADOPTED AND AMENDED BY GUNNISON COUNTY.** All land use change applications shall comply with the standards set forth in the County-adopted version of the International Wildland Urban Interface Code/Colorado Wildfire Resiliency Code.

SECTION 11-105: DEVELOPMENT IN AREAS SUBJECT TO WILDFIRE HAZARDS, F. STANDARDS, 5. WILDFIRE PREVENTION STANDARDS TO BE ADDRESSED IN PROTECTIVE COVENANTS:

- 5. WILDFIRE PREVENTION STANDARDS TO BE ADDRESSED IN PROTECTIVE COVENANTS.** Development shall comply with the following standards. Assurances as to compliance with these standards shall be addressed in a recorded, permanent protective covenant enforceable by the County.

- a. FUEL MODIFICATIONS.** If the proposed development includes areas that are within a wildfire hazard area containing low, moderate or high Fire Intensity Classifications as mapped on the Colorado Wildfire Resiliency State Code Map/Gunnison County Wildfire Hazard Maps, that can be reduced to lower hazard ratings through thinning, clumping, reduction of "ladder" fuels (vegetation that may allow a fire to burn from ground level to lower tree branches), removal of hanging limbs near chimneys, creation of defensible space around structures, or other such modifications, then such modifications shall be accomplished and maintained by the applicant and or applicable homeowner's association.
- b. FUEL BREAKS.** Practical fuel break systems shall be installed as needed in locations that are approved by the Colorado State Forest Service.
- c. ~~IGNITION~~IGNITION RESISTANT CONSTRUCTION MATERIALS.** If the proposed development includes areas that are within a wildfire hazard area containing low, moderate or high Fire Intensity Classifications as mapped on the Colorado Wildfire Resiliency State Code Map/Gunnison County Wildfire Hazard Maps, construction materials that are ignition resistant shall be allowed and encouraged within the protective covenants.

SECTION 12-105: WATER SUPPLY, D. CALCULATION OF ADEQUACY OF SUPPLY, 6. ADEQUATE AND RELIABLE WATER SUPPLY:

Delete reference to the IWUIC

SECTION 12-107: FIRE PROTECTION, C. SIGNAGE AND ADDRESSING & D. FIRE SUPPRESSION:

- C. SIGNAGE AND ADDRESSING.** All sites for proposed land use changes shall be signed and marked with address markers in accordance with the standards of the IWUIC/County's adoption of the Colorado Wildfire Resiliency Code and the International Building Code.
- D. FIRE SUPPRESSION.** All development shall comply with the standards of the International Wildland Urban Interface Code including NFPA 1141 and 1142.

SECTION 13-111: LANDSCAPING AND BUFFERING, E. LANDSCAPING PLAN & I. LANDSCAPE ADJACENT TO BUILDINGS:

- E. LANDSCAPING PLAN.** Applicants for a land use change shall prepare a landscaping plan if the land use change is a residential development that is classified as a Major Impact Project, or any

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multiple-family residential development, mobile home community or recreational vehicle park, or commercial, industrial or other non-residential use that is classified as either a Minor or Major Impact Project, pursuant to Section 3-111: *Classification of Impact*. Information is available from the Colorado State Forest Service to assist in designing a landscaping plan that minimizes the potential for wildfire hazard. The landscaping plan shall comply with the standards of the Gunnison County adopted ~~International Wildland Urban Interface Code~~Colorado Wildfire Resiliency Code. The plan shall indicate the type and location of vegetation to be included on the site. The plan shall also contain a planting schedule and a plan for maintenance of all landscaping to be installed.

- I. **LANDSCAPE ADJACENT TO BUILDINGS.** Landscape elements may be located adjacent to buildings except that when sites that are designated as wildfire hazard areas, landscaping must be designed considering the need for defensible space as recommended by the Colorado Forest Service and in compliance with the County's adoption of the Colorado Wildfire Resiliency Code.



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

Phone: (970) 641-0360
 Email: planning@gunnisoncounty.org
 Website: www.GunnisonCounty.org

From: Cathie Pagano, Assistant County Manager for Community & Economic Development
To: Planning Commission
Date: December 11, 2025
Re: Revised Lower Verzuh Ranch Sketch Plan Application (LUC-25-00004)

Revisions

Lacy and Dow, LLC has a revised submitted a Sketch Plan application for the Lower Verzuh Ranch Subdivision. The application is classified as a major impact land use change and proposes the development of approximately 450 acres into 309 residential lots ranging from 1/8 acre to 3 acres which includes 344 total units.

The applicant submitted revisions (see attached memo from Design Workshop dated December 9, 2025). The applicant has moved the location of the proposed workforce housing to be closer to the proposed bus stop and allowed ADUs again. The applicant submitted the following table depicting the revisions.

	Original Application	September 2025 Alternative	December 2025 Update
Total Lots	301	311	309
Multi-Family lots	0	17	17
1/8 acre lots	45	40	38
1/4 acres lots	165	163	163
1/2 acre lots	74	74	74
1 acre lots	8	8	8
3 acre lots	9	9	9
Total Units	301	344 (294 single-family; 50 multi-family)	344 (292 single-family; 52 multi-family)
Optional ADUs	256	0	254
Total Workforce Units	46 Units (15% of Units)	90 Units (40 single-family; 50 multi-family) (26% of all Units)	90 Units (38 single-family; 52 multi-family) (26% of all Units)
Transit Parking	0 spaces	Approx 40 spaces	Approx 40 spaces
% Open Space	61%	59.70%	61%
Total Parcel Area	450 Acres	450 Acres	450 Acres

The applicant has indicated an interest in donating the portion of the development that is to be used for workforce housing to an entity like Gunnison County to support the development of those units. The applicant does not propose vertical construction of any units. While the donation of land may be valuable, the cost of vertical construction is high.

The applicant also reiterated their willingness to dedicate land for the Crested Butte to Crested Butte South trail along Highway 135.

Section 12-104: *Trails* describes the applicable standards:

C. INCLUSION OF PUBLIC TRAILS. Applicants are encouraged to include public trails and other amenities for nonmotorized travel in an application for a Land Use Change Permit to link existing adjacent public trails or trails easements and to provide an alternative routing of pedestrian and generally non motorized vehicles (use of trails by golf carts, or motorized vehicles for the disabled may be appropriate to specific developments)..

E. DEDICATION WITHOUT COMPENSATION IS LIMITED. Dedication of new public trail access without compensation shall be required only:

1. RATIONAL NEXUS. If there is a rational connection between impacts caused by the proposed Project and the need for a new public trail; and

2. MITIGATION OF PROPORTIONATE SHARE OF IMPACT. To the degree necessary to mitigate the proportionate share of the impact caused by the proposed development on public trails; and

3. PUBLIC INTEREST. When such a new trail is in the public interest.

4. COUNTY AND APPLICANT TO EXPLORE ALTERNATIVES. When dedication without compensation is required, the County and the applicant shall explore recreation easements and irrevocable license agreements in addition to any other lawful way to establish a public trail.

H. CONSTRUCTION AND MAINTENANCE. The costs of trail maintenance, construction and signage shall be performed as stated provided for in the Development Improvement Agreement.

Staff recommends that there is a rational nexus between the proposed development, the traffic (vehicular, pedestrian, and bicycle) that will be created and that it is appropriate for the developer to mitigate their impact. Staff also recommends that the Planning Commission consider if the developer shall be required to pay for a proportionate share of trail maintenance, construction, and signage as described in H. *Construction and Maintenance*. Additionally, there have been some comments that have requested a trail connection to Buckhorn that would allow users to access Brush Creek Road. This would be beneficial for the public and the residents of the proposed development in that it would create shorter recreational access to the Brush Creek corridor. Staff expects that without this connection there will likely be a user-created trail that is not official.

Next Steps

Staff has scheduled the joint public hearing on this application for 9:00 am on January 22, 2026. The Planning Commission may hold an additional work session on January 8, 2026 if deemed necessary. Please feel free to contact me with any questions or concerns. Thank you.

Design Workshop, Inc.

Landscape Architecture
Planning
Urban Design
Strategic Services
Environmental Graphic Design
22860 Two Rivers Road
Suite 102
Basalt, Colorado 81621
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designworkshop.com

December 9, 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 December 4, 2025 meeting. At that meeting, we heard the Commission express interest in site plan adjustments to move the proposed workforce housing units from the northern portion of the site closer to the central recreation area in an effort to locate it further away from the Buckhorn Subdivision and closer to the proposed bus stop. As discussed in that meeting, the result would be flipping one of the areas of ¼ acre lots with the workforce housing area.

Attached is a proposed site plan that implements that change. In order to make that adjustment, there is a slight adjustment to the number of total lots, but the total number of units remains the same. The table below illustrates the adjustments and compares to the previous iterations of the application.

In order to address the desire for a mix of unit types discussed in previous work sessions, the project proposal includes single family, duplex, triplex, and fourplex unit options. We have included 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 52 multi-family units that would be restricted as workforce housing. With the site plan adjustment, there are 38 proposed 1/8th acre lots for single family workforce housing. This is a total of 90 workforce housing units, or 26% of the total proposed units. This is a significant commitment to addressing community housing needs. Finally, based on the Planning Commission's request, we have added Accessory Dwelling Units (ADUs) back into the proposal. There is sufficient water for these units, as identified in the original application materials. The protective covenants have been updated to reflect these changes, including a minimum unit size of 500 sq ft and a requirement for at least one (1) parking space for each ADU. The covenants include language that short-term rentals are prohibited.

With the site plan changes, the total Open Space is proposed at 61%, which is well above the code requirement. As mentioned at the meeting, the applicant is very open to creative solutions to providing workforce housing as part of this project. The applicant is even willing to consider the outright donation of the workforce housing land to the County or other appropriate entity, though the economic feasibility of this option will depend on Applicant's further refinement of engineering and infrastructure cost analysis during the Preliminary Plan process if the Sketch Plan Application is approved. With the adjusted location, the acreage of the area increases from approximately 14 acres to 16.25 acres, which is slightly larger than the County's Whetstone housing site.

	Original Application	September 2025 Alternative	December 2025 Update
Total Lots	301	311	309
Multi-Family lots	0	17	17
1/8 acre lots	45	40	38
1/4 acres lots	165	163	163
1/2 acre lots	74	74	74
1 acre lots	8	8	8
3 acre lots	9	9	9
Total Units	301	344 (294 single-family; 50 multi-family)	344 (292 single-family; 52 multi-family)
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Total Workforce Units	46 Units (15% of Units)	90 Units (40 single-family; 50 multi-family) (26% of all Units)	90 Units (38 single-family; 52 multi-family) (26% of all Units)
Transit Parking	0 spaces	Approx 40 spaces	Approx 40 spaces
% Open Space	61%	59.70%	61%
Total Parcel Area	450 Acres	450 Acres	450 Acres

With the addition of the 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.

The updated plan includes clarity on the location of trail connections, particularly to the workforce housing units and along Highway 135. The conceptual CB – CB South trail alignment is shown on the plan to further illustrate our commitment to this community amenity. As stated in previous meetings and our application materials, this would be dedicated at the time of final plat recordation. The internal trail system would connect to this community trail, ensuring multi-modal connectivity for the neighborhood.

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. We appreciate you scheduling the project for a public hearing in January, and look forward to continuing the review process with the County. 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,

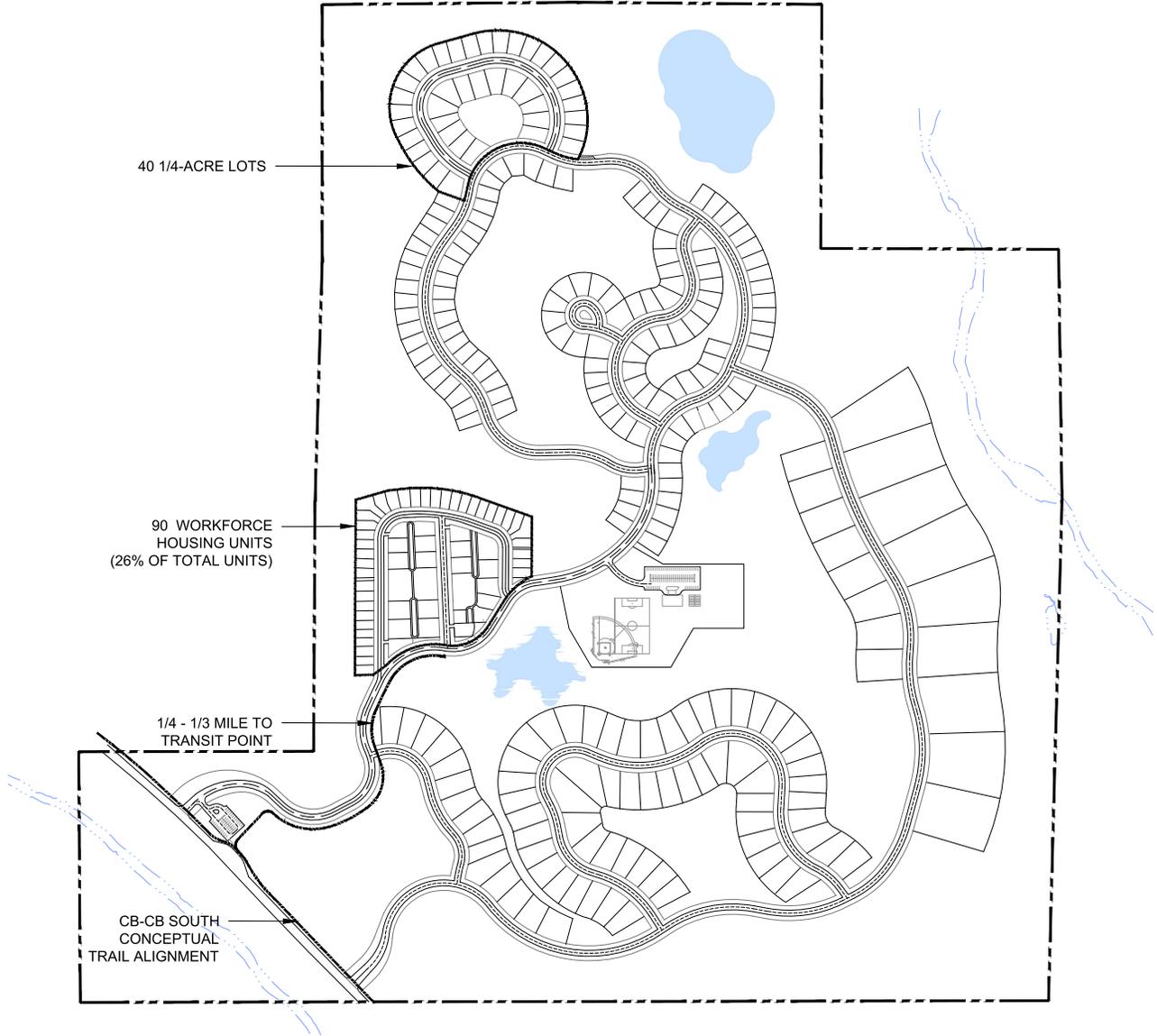


Jessica Garrow, FAICP

Principal, Design Workshop

Appendices:

- Appendix 26 – Alternative Site Plan Option, dated December 9, 2025
- Appendix 27 – Updated HOA Covenants – Clean
- Appendix 28 – Updated HOA Covenants - Redlines



LOWER VERZUH RANCH - KEY PLAN

GUNNISON, CO
December 9, 2025

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, 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, which may contain multi-family units, each and every other 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 and/or an attached accessory dwelling unit; (b) if there is not a garage attached to the single family residence, then a single detached garage is permitted, which may include an accessory dwelling unit; and (c) if there is a garage attached to the single family residence, then a single detached accessory Building is permitted, which may be residential or non-residential, provided however, that if it is to be residential, the single family residence may not include an attached accessory dwelling unit. For purposes of clarity, on each Lot other than those designated on the Plat for workforce housing, there may be no more than one accessory dwelling unit. Accessory dwelling units located in the single family residence, located in the detached garage, or as a separate Building are permitted to the extent otherwise permitted by Gunnison County at the time of construction. No detached garage or detached accessory dwelling unit shall be constructed prior to the single family residence. Any accessory dwelling unit shall have at least one parking space available. Neither the single family residence nor any accessory dwelling unit shall be rented for less than 30 days at a time.

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 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, or accessory dwelling units otherwise permitted under these Covenants. In calculating the minimum square footage of single family residences under these Covenants, garages are not included. Each accessory dwelling unit shall be at least 500 square feet. 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

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~~which may contain multi-family units, each and every other 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 and/or an attached accessory dwelling unit; (b) if there is not a garage attached to the single family residence, then a single detached garage is permitted, which may include an accessory dwelling unit; and (c) if there is a garage attached to the single family residence, then a single detached accessory Building is permitted, which may be residential or non-residential~~accessory building is permitted~~, provided however, that if it is to be residential, the single family residence may not include an attached accessory dwelling unit. For purposes of clarity, on each Lot other than those designated on the Plat for workforce housing, there may be no more than one accessory dwelling unit. Accessory dwelling units located in the single family residence, located in the detached garage, or as a separate Building are permitted to the extent otherwise permitted by Gunnison County at the time of construction. No detached garage or detached ~~non-residential~~ accessory ~~building~~dwelling unit shall be constructed prior to the single family residence. ~~Multi-family units~~ Any accessory dwelling unit shall be permitted only on those lots designated on the Plat for workforce housing. have at least one parking space available. Neither the single family residence nor any accessory dwelling unit shall be rented for less than 30 days at a time.

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~~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, [or accessory dwelling units otherwise permitted under these Covenants](#). In calculating the minimum square footage [of single family residences under these Covenants](#), garages are not included. [Each accessory dwelling unit shall be at least 500 square feet](#). 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.



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

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From: Cathie Pagano, Assistant County Manager for Community and Economic Development
To: BOCC and Planning Commission
Date: December 11, 2025
Re: Starview Subdivision LUC-22-00028 Joint Public Hearing

The Starview joint public hearing is scheduled for December 18, 2026. The last work session on the application was held on November 6, 2025. The applicant provided an updated chart outlining their proposal after that meeting which is attached for your reference.

	Original Sketch Plan Application	Sketch Plan Revision #1	Sketch Plan Revision #2 (March 31, 2025)	Sketch Plan Revision #3 (Fall, 2025)
Single-family lots/units	76	129	125	83
Essential housing units	0	22	20	24
Accessory dwelling units allowed	Yes	Yes	Yes, only 25 total allowed in subdivision and can be short term rented	Yes, only 25 total allowed in subdivision and can be short term rented up to 90 days. Minimum size of 600 sq ft
Maximum residential size	5,000 sq ft	5,000 sq ft	5,000 sq ft	Lots 1-10: 5,000 sq ft Lots 11-83: 2,800 sq ft

Minimum residential size	1,400 sq ft + 2-car garage for single family	1,200 sq ft	1,000 sq ft for SFR 800 sq ft for ADU	1,000 sq ft 600 sq ft for ADU
Multifamily size			Min 800 sq ft and 1-car garage Max 1,600 sq ft	Min 800 sq ft Max. 1200 sq ft
Non-residential (CB South Metro lot)	1	1	1	1
Commercial	0	12	0	0
Lot size range	0.13-0.68 acres	0.06-0.91 acres	0.16-1.04 acres	0.12-1.25 acres
Average Density	0.79 units/acre	1.43 units/acre	1.31 units/acre	1.2 units/acre
Short-term rental limitations	No	Yes	Yes, except multifamily units.	Yes, allowed on single family lots only and limited to 90 days.
Open Space	67%	55%	71%	51%
Recreation Amenities	Trail, Ponds, bridge across East River for peds/bikes	Trail, Ponds, bridge across East River for peds/bikes, pavilion, play area	Trail, Ponds, bridge across East River for peds/bikes; recreation field space (w/ 20 parking spaces), pavilion, play area	Trail, Ponds, bridge across East River for peds/bikes; recreation field space (w/ 20 parking spaces), pavilion, play area, possible East River pedestrian bridge

Joint public hearings were held on the Sketch Plan application in December 2024 and February 2025. Based on the public comment, Planning Commission, and Board of County Commissioners feedback the applicant chose to revise their application.

At the last public hearings, the Planning Commission and BOCC expressed skepticism that the number of deed-restricted units justifies the scale of the proposed development and questioned whether the free market homes will be attainable for the local workforce and "missing middle." There was agreement that more affordable housing—targeted to full-time residents and the local workforce—is needed, and concern that free-market housing would only be available at a luxury price point.

While the overall project density is relatively low, the proposed layout represents a sprawling development pattern that does not address the key concerns raised by the Planning Commission and Board of County Commissioners at the February hearing. Those concerns emphasized the importance of compact, clustered development that limits land disturbance, preserves open space, and supports efficient infrastructure and transit. Although the revised plan reduces the number of lots and removes development from the southern portion of the site, it still lacks the design elements necessary to achieve a cohesive, clustered form consistent with County standards and community goals.

The applicant has identified a location for a recreation field and shown twenty parking spaces. There was a broad need expressed at the public hearing for recreation space that met community needs and field space has been identified as a community need.

CPW has concerns about the secondary southern access point and its impact on wildlife, the applicant has not indicated that they will modify this location in response to CPW (please see staff memo dated October 30, 2025 for a detailed summary of agency referral comments).

Next Steps

The Planning Commission may continue the public hearing or close the public hearing. If the hearing is continued it shall be continued to a time and date certain. If the hearing is closed, per Section 7-202: J.

Planning Commission Recommendation:

It is the goal but not the requirement (as scheduling may be affected by limited access, inclement weather, or other unforeseen circumstances) of this Resolution, that within 60 days following the closure of the public hearing, the Planning Commission shall consider the relevant materials and testimony and the compliance of the Sketch Plan application with the applicable standards of this Resolution, and recommend approval, approval with conditions, or denial of the application.

Please feel free to contact me with any questions in advance of the meeting.

**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	0.12 - 1.25 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 165-foot setback from Highway 135 for deed-restricted structures	Between 261-290-foot setback from Highway 135 for single-family structures 218-foot setback from Highway 135 for deed-restricted structures	Increased structure setbacks from Highway 135 to address viewshed preservation concerns