

AGENDA
WESTCLIFFE PLANNING COMMISSION
TOWN OF WESTCLIFFE
WEDNESDAY, MAY 7, 2025
PATTERSON HALL-1000 MAIN
REGULAR MEETING
3:00 p.m.

[Zoom](#)

Meeting ID: 852 1102 3982 **Passcode:** 590904

By phone: 719 359 4580

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Recognition of Visitors
5. Approval of minutes
6. Old Business
 - NONE
7. New Business
 - a. **Consideration of recommending to the Board of Trustees the possible rezoning of lots 3 and 6 in Shadow Ridge from highway commercial to Single Family Residence. PUBLIC HEARING.**
8. Public Comment
 - Adjourn
 - NOTE: The Mayor and another Trustee may vote on matters before the Planning Commission and the Board of Trustees.

1

**WESTCLIFFE PLANNING COMMISSION
TOWN OF WESTCLIFFE
WEDNESDAY, MARCH 5, 2025
REGULAR MEETING
CALL TO ORDER**

Mayor Wenke called the meeting to order at 3:00pm on March 5, 2025.

PLEDGE OF ALLEGIANCE

Mayor Wenke led the pledge of allegiance.

ROLL CALL

The following members were present: Paul Wenke, Bob Fulton, John Van Doren, Chris Lund. Paul Wenke noted that Chairman Christy Patterson resigned from Planning Commission to be on the Board of Trustees. Paul Wenke proposed John Van Doren be the new Chair. The Planning Commission voted unanimously to appoint John Van Doren as the new Chair.

OTHERS PRESENT

Randy Wilhelm, Jerry Peters

APPROVAL OF MINUTES

ACTION: Mr. Wenke moved, and **Mr. Fulton** seconded to approve the minutes. Motion carried.

OLD BUSINESS

- a. Discussion on the ADU ordinance.
TABLED. No action taken.
- b. Consideration of a request to rezone Vivienda Parque from residential to CD-1.
TABLED. No action taken.
- c. Discussion to rehaul the Westcliffe zoning codes.
TABLED. No Action taken.

NEW BUSINESS

NONE

2

**WESTCLIFFE PLANNING COMMISSION
TOWN OF WESTCLIFFE
WEDNESDAY, MARCH 5, 2025
REGULAR MEETING**

Mr. Wenke moved, and Mr. Fulton seconded to adjourn. Motion carried.

ADJOURN

Recorded by:
Melane Rella
Deputy Clerk

LAND USE CHANGE APPLICATION

TOWN OF WESTCLIFFE
PO BOX 406
1000 MAIN ST
WESTCLIFFE, CO 81252

Building & Zoning Official
(719) 783-2282 Ext. 12

APPLICATION

 Variance X Zone Change X Use by Special Review
 Vacate Lot Line Other

MAILING ADDRESS		PROPERTY ADDRESS
Applicant Name	<u>Bravo Property Management Co Inc.</u>	<u>70 Mineral Road</u>
Address:	<u>202 Main St.</u>	<u>Westcliffe, CO 8125</u>
City/State/Zip	<u>Canon City, CO 81212</u>	

DESCRIBE THE REQUESTED CHANGE

would beg to change lot #6
Shadow Ridge PUD from Highway Business to Single Family
Residential and divide into 2 1/2 ac Lots. It is not on the
Highway and surrounded by Residential. It has been
advertised as Commercial for years with no demands.
The lot does not border the highway. Please advise
if more is needed.

Property Owners Signature _____ Date 3-6-25
[Signature] Officer

Building/Zoning Officials Signature _____ Date _____

As the applicant, you are responsible for researching and understanding any covenants and/or restrictions attached to the subject property. By submitting this application, you are attesting that the proposed use is not in violation of any covenants or restrictions on the property, or that the proposed use has been otherwise approved by the HOA, POA, or other organization that enforces covenants and restrictions attached to the subject property. The Town of Westcliffe is not responsible for enforcing private land use covenants and/or restrictions. Approval of this application does not relieve the property or the applicant from the private enforcement of any covenants and restrictions attached to the subject property."

OFFICE USE

X Filing Fee Paid \$ 600
 Public Hearing Date April 2, 2015
 Hearing Notice Published
 Property Posted
 Approved Denied

TOWN OF WESTCLIFFE
REQUEST TO BE PLACED ON AGENDA

Office of the Town Clerk
P.O. Box 406
Westcliffe, CO. 81252
townclerk@townofwestcliffe.com
719-783-2282

_____ Westcliffe Town Board X _____ Westcliffe Planning Commission

Here are things you need to know:

- You must contact the Town staff prior to coming to the Board. Quite often the issue can be resolved by staff action.
- Please plan on attending the meeting. The Board of Trustees will be unable to take action without a representative in attendance.

Please complete the following information and return this form no later than ten (10) days prior to the Board meeting to the above address or bring it to the Town Hall at 1000 Main Street our office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. (Regular Board meetings are scheduled for the first Monday of each month.)

Name of person making presentation: Steve Cool

Organization, if speaking on behalf of a group: Bravo Property Management

Is this a request for Board action? Yes No

Please provide a summary of your comments:

Allow Shadow Ridge 1ac Highway Business Lot #6
To Build Single Family Residence as well as Lot 3
Subdivide into 2 1/2 ac lots

What staff member have you spoken to about this? Please summarize your discussion:

Planning & Zoning Dept.

Contact information:

Name: Steve Cool
Mailing Address: 302 Main St.
Canon City, CO 81212
email: Coolpropertiessteve@gmail.com
Daytime Phone: 719-671-8581

LAND USE CHANGE APPLICATION

TOWN OF WESTCLIFFE
PO BOX 406
1000 MAIN ST
WESTCLIFFE, CO 81252

Building & Zoning Official
(719) 783-2282 Ext. 12

APPLICATION

Variance Zone Change Use by Special Review
 Vacate Lot Line Other

MAILING ADDRESS
Applicant Name Debra Underwood X
Address: P.O. Box 266 X
City/State/Zip Westcliffe, CO 81252 X

PROPERTY ADDRESS
Lot 3 Shadow Ridge

DESCRIBE THE REQUESTED CHANGE

Proposing to rezone Lot #3 of Shadow Ridge
from Highway Commercial to Residential

Property Owners Signature
Debra Underwood

Date
4/21/2025

As the applicant, you are responsible for researching and understanding any covenants and/or restrictions attached to the subject property. By submitting this application, you are attesting that the proposed use is not in violation of any covenants or restrictions on the property, or that the proposed use has been otherwise approved by the HOA, POA, or other organization that enforces covenants and restrictions attached to the subject property. The Town of Westcliffe is not responsible for enforcing private land use covenants and/or restrictions. Approval of this application does not relieve the property or the applicant from the private enforcement of any covenants and restrictions attached to the subject property."

Building/Zoning Officials Signature

Date

OFFICE USE

Filing Fee Paid \$ _____
 Public Hearing Date _____
 Hearing Notice Published _____
 Property Posted _____
 Approved Denied

432-553-7483

10-1-11: Amendment Of Zoning Map (Rezoning)

A. **Declaration of Policy and Standards for Rezoning.** For the purposes of establishing and maintaining sound, stable and desirable development within the Town of Westcliffe, the rezoning of land is to be discouraged and allowed only under certain circumstances as provided hereafter. This policy is based on the opinion of the Board of Trustees that the Town's Zoning Map is the result of a detailed and comprehensive appraisal of the Town's present and future needs regarding land use allocation and, as such, should not be amended unless to correct a manifest error or because of changed or changing conditions in a particular area or the Town in general. Rezoning shall only be allowed if the applicant demonstrates by clear and convincing evidence that rezoning is necessary because of one or more of the following reasons:

1. The land to be rezoned was zoned in error and as presently zoned is inconsistent with the policies and goals of the Town's Master Plan.

2. The area for which rezoning is requested has changed or is changing to such a degree that it is in the public interest to encourage a redevelopment of the area or new approach to development.

3. The proposed rezoning is necessary in order to provide land for a community related use which was not anticipated at the time of the adoption of the Town's Master Plan, and that such rezoning will be consistent with the policies and goals of the Master Plan.

B. **Procedure for Amendments in General.** The Board of Trustees may, on its own motion, on application of any Person or Persons in interest, and upon receiving recommendation of the Planning Commission, amend, supplement or repeal the regulations and provisions of this chapter, including the Zoning Map; provided that where land is sought to be rezoned on an application of any Person or Persons in interest, the applicant shall have a controlling record title ownership interest in the subject property as demonstrated by an ownership and encumbrance report or title insurance commitment issued with thirty (30) days of submission of the application. Also, an intended purchaser may make application if the purchase of the subject property is contingent on the amendment.

1. **Application.** No application shall be accepted unless accompanied by the fee as provided in Section 10-1-15.

2. **Planning Commission Recommendation.** Any proposed amendment or change to this chapter or to the Zoning Map, whether proposed by the Board of Trustees or otherwise, shall be referred to the Planning Commission for a recommendation thereon.

3. **Procedure Before Planning Commission.** Before giving an advisory report or initial recommendation on any proposed amendment to this Ordinance or to the Zoning Map, the Planning Commission shall first conduct a Public Hearing thereon. Notice of the time and place of the Public Hearing before the Planning Commission shall be given by the Town Clerk, by one publication of the same at least seven (7) days prior to the hearing, in a newspaper of general circulation in the Town, posted on display at the Town Hall and posted on the Town website. The Zoning Officer shall, at least ten (10) days prior to the hearing, post a sign on the property notifying the general public of the time and place of the hearing. The Zoning Enforcement Officer shall either mail notice of the hearing to the applicant and to the property owners within 200 feet of the property proposed for rezoning at least ten (10) days prior to the hearing, or hand deliver to the same property owners, or affix notice to the doors of the same properties.

Adams Addition Filing #1 – PUD

- Ord. 1-1982 Approved Concept for developing a PUD and Covenants
- Ord. 3-1984 Repealed plat of Filing #1
- Ord. 5-1984 Amending Filing #1
- Ord. 6-1984 Repealed Ord. 3-1984
- Ord. 8-1984 Approved the Plat, amendment of Filing #1, approving the PUD concept, approving covenants. Submitted by Willow Glens Meadows. Inc.
- Ord. 9 – 1984 – Accepting the Plat of Adams Addition to the Town of Westcliffe, Trailer Park Filing and zoning the same.
- Ord. #14-1985 Accepting the dedication of streets within the Adams subdivision.
- Ord. 6-1988 – By zoning a portion of land and amending the text and further amending the Westcliffe Zoning map.
- Ord. 4-1990 – Vacation and Replat of a portion of Filing #1.
- Quit Claim Deed April 1992 All of the portions of land designated and or defined as “Open Space” Adams Addition Filing #1.
- Ord. #3-1995 – Rezone Lots 1-3, Block 5. Adams Sub-division, are hereby rezoned from R-3 (multi-family) to B-1.
- Resolution Oct 1997 – readjustment of lot lines between L32 and 5 Adams Addition F#1.
- Ord. #3=1998 – Property that is currently zoned R-4, Mobile Home Residential. is re-zoned U-1 Planned Unit Development.
- Ord. 2-2000 – Approving the vacation and replat of lots 6-12. block 2.

Adams Addition Filing #2

- Resolution 3-1999 – Application has been made to the Town to approve a subdivision.
- Resolution 5-1999 – Celesta Adams applied for approval of the final plat for Adams Addition Filing #2.
- Developer Agreement – June 2000.
- Resolution 4-2002- amending Declaration of Conditions of Covenants.

Mission Plaza – PUD

Mike Pearl

- Resolution August-1998 – The Town of Westcliffe will approve the application for Mission Plaza PUD Filing #1, provided the developer meets the following conditions.
- Resolution 2-2000 – approving the application.

Sangre View Park – Commercial PUD

- Ord. #1-1996 – The following described property, which is currently zoned PUD (U-1) shall be re-zoned as B-1, B-2 a.k.a. Sangre View Park Subdivision.

Shadow Ridge – PUD

Jerry and Mary Seifert
Ralph Hey
Brent Frazee

- Ord. 4-2003 – Providing for the annexation.
- Annexation Agreement – Nov. 2003.

Resolution 2-2004 – filed an application to approve the subdivision.
Development Agreement – June 2005.

Vivienda Parque Townhomes- PUD

Submitted by Harold Curtis
Ord. 5-1982 Approved PUD and
Ord. 2-1984 – Approved Plat Filing #2
Development Agreement – August 1999 – applied for a final plat for Sangre de Cristo Village,
vacating the plat for Vivienda Parque Townhomes Filing #2.
Ord. 4-1999 – Approving the final plat for Sangre de Cristo Village, vacating the plat for
Vivienda Parque Townhomes Filing #2.
Development Agreement - August 1999 -

Vivienda Parque

Ord 8-1999 zoning map amended rezoning the following described property is placed in the R-3
zone. Lots S,T, & U ViVienda Parque.
Ord. 6-2000 – amended so that the following property is placed in R-3 zone. Lots 1,2 and 3
Columbine parcels.
Resolution 1-2000 – Lot J was subdivided into lots 1,2 and 3 Combine Parcels.

Columbine Business Park – Commercial Subdivision B1

Demesne Conquistador – Residential Subdivision

Mission Plaza Filing #2– Subdivision

Mike Pearl
Ord 4-2002-Approving the final plat.
Development Agreement – August 2002.
Variance – November 2004.

Nordyke Commercial Park

Ord. #2-1995 – The following described property, which is currently zoned PUD (U-1) shall be
re-zoned as B-1, B-2, R-3 A.K.A. Nordyke Commercial Park.

Rodeo Park – Commercial/Industrial Subdivision

200478

00200478 Jan 25, 2005 10:44:00A 8: 515 P: 125
Debbie Livensood-Custer County Clerk Colorado

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SHADOW RIDGE SUBDIVISION

THIS DECLARATION OF Shadow Ridge Subdivision (the "Declaration") is made as of 1-25, 2005, by Shadow Ridge Holdings, LLC, a Colorado Limited Liability Company (the "Declarant").

RECITALS

- A. Declarant is owner of that certain real property located in the County of Custer, Colorado, more particularly described on the attached Exhibit A (the "Property").

ARTICLE 1

DECLARATION

Section 1.1 Declaration. Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions, and restrictions which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Property.

ARTICLE 2

NAME, DIVISION INTO LOTS

Section 2.1 Name. The name of the Project is Shadow Ridge Subdivision.

Section 2.2 Number of Lots. The maximum number of Lots in the Project is one hundred nine (109). Re-subdivision – No Lot shall be re-subdivided.

Section 2.3 Identification of Lots. The identification number of each Lot is shown on the Plat.

2.3(1) Any instrument affecting a Lot may describe it by its Lot number, Shadow Ridge Subdivision, County of Custer, State of Colorado.

ARTICLE 3

USE RESTRICTIONS

Section 3.1 Refuse piles or other unsightly objects or materials shall not be allowed to be placed or to remain upon the Properties.

Section 3.2 No commercial type vehicles and no trucks shall be parked on the Properties except while engaged in transport. For the purposes of this covenant, a vehicle

with two (2) ton or less weight capacity, shall not be deemed to be a commercial vehicle or truck.

Section 3.3 No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be disposed of in a sanitary manner.

Section 3.4 No manufactured home structure may be placed on any lot in the subdivision except manufactured homes as defined by C.R.S. Section 31-23-301(5)(a) may be placed on Lot 10, Lot 11, Lots 14 through 20 inclusive, and Lots 56 through 72 inclusive.

Section 3.5 Setbacks. No structure may be erected within the following setbacks:

Lots 1 through 6	Sides, rear and front are 20 feet
Lots 7, 8, 9, 12 and 13 unless on	Front 20 feet sides and rear are 10 feet subdivision boundary then match easement (15 feet).
Lots 10, 11 and 14 through 109	Front 25 feet, sides and rear are 10 feet unless on subdivision boundary then match easement (15 feet).

Section 3.6 Nuisances. No owner shall cause or allow the origination of excessive odors or sounds from his parcel. No owner shall cause or allow any other nuisances of any kind whatsoever to exist on his parcel.

Section 3.7 Motor Vehicles. No motorized vehicle which is either non-operational or non-licensed shall be kept or stored on any parcel, unless said vehicle is kept or stored in a fully enclosed building. The owner may park or store operational and licensed automobiles on their lots outside fully enclosed buildings. Automobile, as that term is used in these restrictive covenants, shall only include noncommercial passenger vehicles up to and including vehicles rated three quarters of a ton. Commercial vehicles rated over two ton shall not be parked or kept on the streets or lots of the subdivision under any circumstances.

Section 3.8 Temporary Residences. No structure of temporary character, recreational vehicle, camper unit, trailer, basement, tent or accessory building shall be used on any lot as a residence.

Section 3.9 Exterior Lighting. Exterior lighting shall be adequately hooded and of a type deemed "night sky friendly".

Section 3.10 All equipment and materials located on Lot 1 and Lot 6 shall be kept in a fully enclosed structure or behind a fence or screen from public view.

Section 3.11 Allowed Uses:

Lot 1 shall be limited to the following uses: (.11) Public parks, (.12) Automobile service stations, (.17) Veterinary hospitals and kennels, (.21) Radio broadcasting stations, (.24) Lumber mills, (.26) Retail establishments entirely enclosed within a structure, (.28) Banks and financing associations, (.29) General offices, (.30) Public buildings, (.31) Hotels, (.32) Motels, (.33) Eating and drinking places, (.35) Theaters and auditoriums, (.36) Parking lots, (.37) Dwelling unit(s) above, below or behind a business, (.38) Rental of goods with a weight of no more than 200 pounds, (.39) Repair garages, (.40) Automobile sales, rental and service, (.41) Agricultural equipment sales and service, (.42) Building material and lumber sales, (.43) Public utility stations, (.44) Bowling alleys, (.45) Trucking and storage operations, (.46) Maintenance shops, (.47) Equipment rental establishments, (.48)

Wholesale and distribution, (.49) Manufacturing, (.27) Personal service establishments entirely enclosed within a structure

Lots 2, 3, 4, 5, and 6 shall be limited to the following uses: (.11) Public parks, (.12) Automobile service stations, (.21) Radio broadcasting stations, (.26) Retail establishments entirely enclosed within a structure, (.27) Personal service establishments entirely enclosed within a structure, (.28) Banks and financing associations, (.29) General offices, (.30) Public buildings, (.31) Hotels, (.32) Motels, (.33) Eating and drinking places, (.34) Drive-in eating and drinking places, (.35) Theaters and auditoriums, (.36) Parking lots, (.38) Rental of goods with a weight of no more than 200 pounds, (.39) Repair garages, (.43) Public utility stations, (.44) Bowling alleys, (.45) Trucking and storage operations, (.46) Maintenance shops, (.47) Equipment rental establishments, (.48) Wholesale and distribution, (.49) Manufacturing.

Lots 7, 8, 9, 12 and 13 shall be limited to the following uses: Multiple family dwelling.

Lots 10, 11 and 14 through 109 inclusive shall be limited to the following uses: Single family dwellings.

Section 3.12 Residences will be allowed on commercial lots as long as they are a maximum of 2000 square feet and are integrated with the commercial building.

ARTICLE 4

DURATION OF COVENANTS AND AMENDMENT

Section 4.1 Term. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity, subject to this Article 4.

Section 4.2 Amendment. This declaration, or any provision of it, may be amended at any time by Owners owning not less than sixty-seven percent (67%) of the Lots. No amendment to these covenants shall change uses or boundaries authorized within the subdivision unless first approved by the Town of Westcliffe.

ARTICLE 5

GENERAL PROVISIONS

Section 5.1 Enforcement. Except as other wise provided in this declaration, the Declarant or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration. The prevailing party will be entitled to recover costs, including attorney fees.

Section 5.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

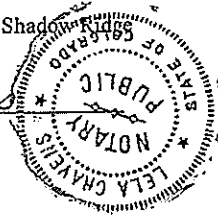
IN WITNESS WHEREOF, the undersigned Manager of Shadow Ridge Holdings, LLC,
(the Declarant) has hereunto set his hand and seal this 25th day of January,
2005.

Jerald A. Seifert
Shadow Ridge Holdings LLC
By Its Manager: Jerald A. Seifert

State of Colorado)
) ss.
County of Custer)

Subscribed and sworn to before me by Jerald A. Seifert, Manager of Shadow Ridge
Holdings LLC this 25th day of January, 2005.

My commission expires: 02/26/07 Lela Cravens
Notary Public



204762

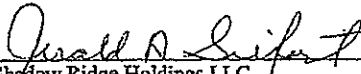
**FIRST AMENDMENT TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SHADOW RIDGE SUBDIVISION**

The Declaration of Covenants, Conditions and Restrictions of Shadow Ridge Subdivision recorded January 25, 2005, in Book 515 at Page 185, records of Custer County, Colorado, Clerk and Recorder, with respect to the real property situate in Custer County, Colorado, are hereby amended as follows: The following section is inserted:

Section 3.13 – Building Construction. The following design and construction standards apply to all structures within Shadow Ridge Subdivision:

- (a). minimum roof pitch is 4/12;
- (b). minimum depth of eaves is 12 inches;
- (c). approved exterior sidings are Log, Whole logs, Cedar Wood, Stucco (earth tones);
- (d). minimum square footage of the main living quarters exclusive of garages and outdoor decks is 1200 square feet, out buildings match house in appearance.

IN WITNESS WHEREOF, this instrument is hereby executed by Declarant, owner of record of more than 67% of all parcels of Shadow Ridge Subdivision, this 6 day of June, 2006.


Shadow Ridge Holdings LLC
By Its Manager: Jerald A. Seifert

State of Colorado)
) ss.
County of Custer)
Tammy Parsons



My Commission Expires 4/22/07

200478

00200478 Jan 25, 2005 10:46:00A B: 515 P: 185
Debbie Livansood-Custer County Clerk Colorado

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OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
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ARTICLE 4

DURATION OF COVENANTS AND AMENDMENT

Section 4.1 Term. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity, subject to this Article 4.

Section 4.2 Amendment. This declaration, or any provision of it, may be amended at any time by Owners owning not less than sixty-seven percent (67%) of the Lots. No amendment to these covenants shall change uses or boundaries authorized within the subdivision unless first approved by the Town of Westcliffe.

ARTICLE 5

GENERAL PROVISIONS

Section 5.1 Enforcement. Except as other wise provided in this declaration, the Declarant or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration. The prevailing party will be entitled to recover costs, including attorney fees.

Section 5.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

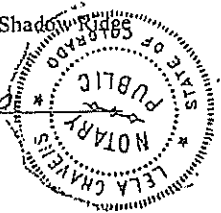
IN WITNESS WHEREOF, the undersigned Manager of Shadow Ridge Holdings, LLC,
(the Declarant) has hereunto set his hand and seal this 25th day of January,
2005.

Jerald A. Seifert
Shadow Ridge Holdings LLC
By Its Manager: Jerald A. Seifert

State of Colorado)
) ss.
County of Custer)

Subscribed and sworn to before me by Jerald A. Seifert, Manager of Shadow Ridge
Holdings LLC this 25th day of January, 2005.

My commission expires: 02/26/07 Lela Chavez
Notary Public



**SECOND AMENDMENT TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SHADOW RIDGE SUBDIVISION**

The Declaration of Covenants, Conditions and Restrictions of Shadow Ridge Subdivision recorded January 25, 2005, in Book 515 at Page 185, records of Custer County, Colorado, Clerk and Recorder, with respect to the real property situate in Custer County, Colorado, are hereby amended as follows:

The following section is amended as follows:

Section 3.5 Setbacks. No structure may be erected within the following setbacks:

Lots 1 through 6	Sides, rear and front are 20 feet
Lots 7 through 109	Front 25 feet, sides and rear are 10 feet unless on subdivision boundary, then match easement (15 feet)

The following section is amended as follows:

Section 3.11 Allowed Uses:

Lot 1 shall be limited to the following uses: (.11) Public parks, (.12) Automobile service stations, (.17) Veterinary hospitals and kennels, (.21) Radio broadcasting stations, (.24) Lumber Mills, (.26) Retail establishments entirely enclosed within a structure, (.28) Banks and financing associations, (.29) General offices, (.30) Public buildings, (.31) Hotels, (.32) Motels, (.33) Eating and drinking places, (.35) Theaters and auditoriums, (.36) Parking lots, (.37) Dwelling unit(s) above, below or behind a business, (.38) Rental of goods with a weight of no more than 200 pounds, (.39) Repair garages, (.40) Automobile sales, rental and service, (.41) Agriculture equipment sales and service, (.42) Building material and lumber sales, (.43) Public utility stations, (.44) Bowling alleys, (.45) Trucking and storage operations, (.46) Maintenance shops, (.47) Equipment rental establishments, (.48) Wholesale and distribution, (.49) Manufacturing, (.27) Personal service establishments entirely enclosed within a structure.

Lots 2, 3, 4, 5, and 6 shall be limited to the following uses: (.11) Public parks, (.12) Automobile service stations, (.21) Radio broadcasting stations, (.26) Retail establishments entirely enclosed within a structure, (.27) Personal service establishments entirely enclosed within a structure, (.28) Banks and financing associations, (.29) General offices, (.30) Public buildings, (.31) Hotels, (.32) Motels, (.33) Eating and drinking places, (.34) Drive-in eating and drinking places, (.35) Theaters and auditoriums, (.36) parking lots, (.38) Rental of goods with a weight of no more than 200 pounds, (.39) Repair garages, (.43) Public utility stations, (.44) Bowling alleys, (.45) Trucking and storage operations, (.46) Maintenance shops, (.47) Equipment rental establishments, (.48) Wholesale and distribution, (.49) Manufacturing.

Lots 7 through 109 inclusive shall be limited to the following uses: Single family dwellings.

204762

FIRST AMENDMENT TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SHADOW RIDGE SUBDIVISION

The Declaration of Covenants, Conditions and Restrictions of Shadow Ridge Subdivision recorded January 25, 2005, in Book 515 at Page 185, records of Custer County, Colorado, Clerk and Recorder, with respect to the real property situate in Custer County, Colorado, are hereby amended as follows: The following section is inserted:

Section 3.13 - Building Construction. The following design and construction standards apply to all structures within Shadow Ridge Subdivision:

- (a). minimum roof pitch is 4/12;
- (b). minimum depth of eaves is 12 inches;
- (c). approved exterior sidings are Log, Whole logs, Cedar Wood, Stucco (earth tones);
- (d). minimum square footage of the main living quarters exclusive of garages and outdoor decks is 1200 square feet, out buildings match house in appearance.

IN WITNESS WHEREOF, this instrument is hereby executed by Declarant, owner of record of more than 67% of all parcels of Shadow Ridge Subdivision, this 6 day of June, 2006.

Jerald A. Seifert
Shadow Ridge Holdings LLC
By Its Manager: Jerald A. Seifert

State of Colorado)
) ss.
County of CUSTER)
Tammy Parsons



My Commission Expires 4/22/07

200451

**DEVELOPMENT AGREEMENT
for
SHADOW RIDGE**

This Agreement is entered into this 22nd Day of November, 2004, by Shadow Ridge Holding, LLC, Robert G. Veltrie and Christina L. Veltrie ("Developer") and the Town of Westcliffe, a municipal Corporation organized and existing under the laws of the State of Colorado ("Town.")

RECITALS

1. Developer is the owner of a tract of land within the town limits of the Town more particularly described on Exhibit A, consisting of one page, attached hereto and incorporated by reference ("the Property.")
2. Developer has applied to the Town for approval of a subdivision to be called Shadow Ridge. Developer wishes to develop the Property for sale for certain uses authorized in the PUD zone as set forth on the plat identified in Recital 4, below.
3. Under the provisions of Westcliffe Code §10-3-8.A, Developer is required to enter into an agreement with the Town relating to the installation by Developer of improvements and utilities ("the Improvements") and for the provision of security to the Town to assure the Town that the Improvements will be completed pursuant to this agreement.
4. The plans and specifications on file with the Town and prepared by Crabtree Group, Inc. Work Order Number 03021, consisting of 32 sheets, dated May 17, 2004, the Plat for the Property prepared by Shy Surveyors & Assoc., Job Number 02210, dated September 3, 2004, the plans for underground electrical service to the Property to be prepared by Aquila Networks, and the plans for installation of underground telephone lines to be prepared by CenturyTel (the "Plans and Specifications") are made a part of the Agreement.

In consideration of the above recitals and the promises and terms set forth below, the parties agree as follows:

AGREEMENT

5. Developer shall install at its own cost and expense the Improvements in accordance with the Plans and Specifications and which comply with State law and the Westcliffe Code.
6. Prior to the commencement of the Improvements, Developer shall deliver to the Town a fully executed copy of any contract Developer has accepted to construct any element of the Improvements.

7. Upon completion of streets, drainage, retention and detention areas and the installation of power, telephone and cable television lines and water and sewer lines (Utilities). Developer shall deliver to the Town as-built drawings showing the location of all such Utilities.
8. Prior to the sale of any lots in Shadow Ridge, Developer shall prepare and deliver to the Town for recording a fully executed Declaration of Covenants in a form to be approved by the Town, in its sole discretion, which shall include provisions in substantially the following form:

"Resubdivision. No parcel shall be re-subdivided."

"Uses.

Lot 1 shall be limited to the following uses: .11 and .12, .17, .21, .24, .26 through .33, .35 through .49;

Lots 2 through 6 shall be limited to the following uses: .11 and .12, 21, .26 through .36, .38 and .39, .43 through .49;

Lots 7 through 9, 12 and 13 shall be limited to the following use: 03;

Lots 10, 11 and 14 through 109 shall be limited to the following uses: .01;

all as set forth in Table 1 of §10-2-3 of the Town of Westcliffe Land Use Code."

"Amendments. No amendment to these covenants shall change uses authorized within the subdivision unless first approved by the Town of Westcliffe."

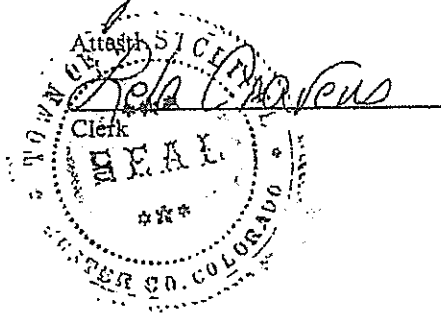
9. Developer shall not sell any individual lot, and no lot owner, whether Developer or any other owner, may obtain a building permit for any lot, until the Improvements have been completed in accordance with the Plans and Specifications, as determined by the Town in its sole discretion, and the Declaration of Covenants has been recorded.
10. No certificate of occupancy with respect to any building or structure to be constructed on any lot shall be issued by the Town until the Town, in its sole discretion, has determined that a 5' wide sidewalk has been constructed on such lot by the lot owner and has been properly attached to the curb and to the sidewalks of adjoining lots, if any. The sidewalk shall be 4" thick, except that such sidewalk shall be thickened to 6" for a minimum width 16' in the location of every driveway onto said lot. Unless Developer is the party seeking a certificate of occupancy, construction of such sidewalks is not Developer's responsibility.
11. Developer may install above the road at the entrances to the subdivision on Mineral Road entry signs that shall not exceed 120 square feet in area. Supporting structures for any such entry sign, including any adjacent walls, fences and posts shall be permitted and constructed in accordance with applicable Town codes at the time of permitting and construction.



12. Any notice required by this Agreement shall be in writing and shall be effective as follows:
 - a. If by registered or certified mail, when deposited in the United States mail, addressed to Developer at Box 305, Westcliffe, Colorado 81252 or the Town at Box 406, Westcliffe, Colorado 81252, with postage thereon prepaid;
 - b. If by personal delivery or service, upon delivery or service;
 - c. If by email to the Town, when transmitted to the Town at westtown@ris.net;
 - d. If by facsimile, upon transfer of the facsimile to the Town at 719.783.2943;
 - e. Either party may notify the other as set forth above of a change of address or place for delivery of notices.
13. This Agreement embodies the entire agreement between the parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement, and this Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the parties.
14. This Agreement shall not be amended except in writing with the same formalities as this Agreement.
15. This Agreement shall be recorded in the records of Custer County, Colorado and shall run with the land and be binding upon and inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
16. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abnegation of the Town's legislative, governmental or police powers to promote and protect the health, safety or general welfare of the Town or its inhabitants.
17. The parties are independent contractors, and nothing in this Agreement shall be construed as creating a partnership or joint venture between them.
18. No employee, agent, official or member of the Board of Trustees of the Town shall be personally liable to Developer for any amount which may become due to Developer as a result of this Agreement.

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

Town of Westcliffe
[Signature]
Mayor



Shadow Ridge Holdings, LLC

[Signature] Member - MGR
Title

[Signature]
Robert G. Veltrie

[Signature]
Christina L. Veltrie

STATE OF COLORADO)
)
County of Custer) ss:

The foregoing instrument was acknowledged before me this 23 day of November, 2004, by Garold A. Siefert as member of Shadow Ridge Holdings, LLC.

Witness my hand and official seal.

My commission expires 4/16/08



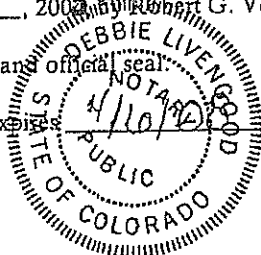
Debbie Livengood
Notary Public

STATE OF COLORADO)
)
County of Custer) ss:

The foregoing instrument was acknowledged before me this 19 day of January, 2004, by Robert G. Veltrie.

Witness my hand and official seal.

My commission expires 4/16/08



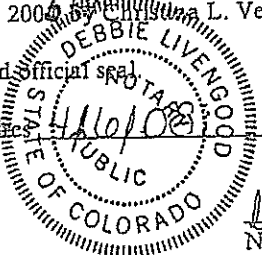
Debbie Livengood
Notary Public

STATE OF COLORADO)
)
County of Custer) ss:

The foregoing instrument was acknowledged before me this 19 day of January, 2004, by Christina L. Veltrie.

Witness my hand and official seal.

My commission expires 4/16/08



Debbie Livengood
Notary Public

EXHIBIT A

A parcel of land in Sections 17 and 18, Township 22 South, Range 72 West of the 6th P.M., Town of Westcliffe, County of Custer, State of Colorado, more particularly described as follows:

Beginning at the Northwest corner of said Section 17; thence on the following 9 courses:

1. S 89° 20'38" E, on the North line of the Northwest 1/4 of said Section 17, a distance of 2182.97 feet to intersect the Westerly right of way line of Custer County Road Number 233;
2. S 40° 00'22" E, on said Westerly right of way line, a distance of 664.56 feet to intersect the East line of the Northeast 1/4 of the Northwest 1/4 of said Section 17;
3. S 00° 05'35" E, on said East line, a distance of 796.97 feet to the Southeast corner thereof;
4. N 89° 50'45" W, on the South line thereof, a distance of 1309.64 feet to the Southwest corner thereof;
5. N 89° 51' 11" W, on the South line of the Northwest 1/4 of the Northwest 1/4 of Section 17, a distance of 1309.49 feet to the Southwest corner thereof;
6. N 00° 22'16" E, on the West line thereof, a distance of 283.04 feet;
7. N 85° 46'57" W, a distance of 267.56 feet to intersect the Easterly right of way line of Custer County Road Number 241;
8. N 09° 10'15" E, on said Easterly right of way line, a distance of 1035.16 feet to intersect the North line of the Northeast 1/4 of the Northeast 1/4 of said Section 18;
9. S 89° 43'43" E, on the North line thereof, a distance of 107.94 feet to the point of beginning of the herein described parcel of land.

SPOT ZONING DEFINITION

Spot zoning refers to a zoning decision that singles out a specific parcel of land for a use that is different from the surrounding area and inconsistent with the broader zoning plan. It often involves granting special privileges or exceptions to a small piece of property, typically benefiting a particular owner while deviating from the community's comprehensive zoning scheme.

Key Characteristics of Spot Zoning:

1. Small-Scale Exception – Applies to a single lot or a small area, unlike a larger rezoning.
2. Inconsistency with Surroundings – The new zoning conflicts with the existing zoning pattern.
3. Lack of Public Benefit – Often seen as favoring a private interest rather than serving the general welfare.
4. Potential Legal Challenge – Courts may overturn spot zoning if it appears arbitrary or capricious.

Is Spot Zoning Legal?

It can be legal if justified by a valid public purpose (e.g., correcting a zoning error or promoting community welfare). However, if deemed arbitrary or unfairly preferential, it may be struck down as unlawful.

10-1-11: Amendment Of Zoning Map (Rezoning)

- A. **Declaration of Policy and Standards for Rezoning.** For the purposes of establishing and maintaining sound, stable and desirable development within the Town of Westcliffe, the rezoning of land is to be discouraged and allowed only under certain circumstances as provided hereafter. This policy is based on the opinion of the Board of Trustees that the Town's Zoning Map is the result of a detailed and comprehensive appraisal of the Town's present and future needs regarding land use allocation and, as such, should not be amended unless to correct a manifest error or because of changed or changing conditions in a particular area or the Town in general. Rezoning shall only be allowed if the applicant demonstrates by clear and convincing evidence that rezoning is necessary because of one or more of the following reasons:
1. The land to be rezoned was zoned in error and as presently zoned is inconsistent with the policies and goals of the Town's Master Plan.
 2. The area for which rezoning is requested has changed or is changing to such a degree that it is in the public interest to encourage a redevelopment of the area or new approach to development.
 3. The proposed rezoning is necessary to provide land for a community related use which was not anticipated at the time of the adoption of the Town's Master Plan, and that such rezoning will be consistent with the policies and goals of the Master Plan.
- B. **Procedure for Amendments in General.** The Board of Trustees may, on its own motion, on application of any Person or Persons in interest, and upon receiving recommendation of the Planning Commission, amend, supplement or repeal the regulations and provisions of this chapter, including the Zoning Map; provided that where land is sought to be rezoned on an application of any Person or Persons in interest, the applicant shall have a controlling record title ownership interest in the subject property as demonstrated by an ownership and encumbrance report or title insurance commitment issued with thirty (30) days of submission of the application. Also, an intended purchaser may make application if the purchase of the subject property is contingent on the amendment.
1. **Application.** No application shall be accepted unless accompanied by the fee as provided in Section 10-1-15.
 2. **Planning Commission Recommendation.** Any proposed amendment or change to this chapter or to the Zoning Map, whether proposed by the Board of Trustees or otherwise, shall be referred to the Planning Commission for a recommendation thereon.
 3. **Procedure Before Planning Commission.** Before giving an advisory report or initial recommendation on any proposed amendment to this Ordinance or to the Zoning Map, the Planning Commission shall first conduct a Public Hearing thereon. Notice of the time and place of the Public Hearing before the Planning Commission shall be given by the Town Clerk, by one publication of the same at least seven (7) days prior to the hearing, in a newspaper of general circulation in the Town, posted on display at the Town Hall and posted on the Town website. The Zoning Officer shall, at least ten (10) days prior to the hearing, post a sign on the property notifying the general public of the time and place of the hearing. The Zoning Enforcement Officer shall either mail notice of the hearing to the applicant and to the property owners within 200 feet of the property proposed for rezoning at least ten (10) days prior to the hearing, or hand deliver to the same property owners, or affix notice to the doors of the same properties.
 4. **Procedure Before the Board of Trustees.** After receiving the recommendation from the Planning Commission, the Board of Trustees shall hold a Public Hearing before acting on the proposed amendment or rezoning. Notice of the time and place of the Public Hearing before the Board of Trustees shall be given by the Town Clerk, by one publication of the same at least seven (7) days prior to the hearing, in a newspaper of general circulation in the Town. At least ten (10) days prior to the

hearing, the Zoning Officer shall post the property with a sign notifying the general public of the time and place of the hearing. The Zoning Enforcement Officer shall also either mail notice of the hearing to the applicant, and to the property owners within 200 feet of the property to be rezoned at least ten (10) days prior to the hearing, or hand deliver to the same property owners, or affix notice to the doors of the same properties.

- C. **Data to be Submitted.** Prior to any consideration for amendment to the Zoning Map, the applicant shall file the following data with the Town at least fifteen (15) business days prior to the scheduled date of Public Hearing before the Planning Commission:
1. Site plans or drawings to show a demonstrated need for zoning change.
 2. A written statement showing in detail how the proposed amendment will meet the criteria set forth in Section A, above.
 3. A list of all property owners, within 200 feet of the property proposed for rezoning.

(Repealed & Reenacted by Ord. 2-2007 on 8/7/2007; Repealed & Reenacted by Ord. 13-2016 on 9/6/2016; Repealed & Reenacted by Ord. 2-2023 on 2/21/2023)