



DRAFT

PLANNED DEVELOPMENT AGREEMENT

PONDEROSA MOUNTAIN

This Planned Development Agreement (the “Agreement”) is made and entered into this _____ day of _____, 2026, by and between the Town of Pagosa Springs, a municipal corporation (hereinafter referred to as the “Town”), and Ponderosa Mountain Properties, LLC (hereinafter referred to as the “Developer”), collectively referred to herein as the “Parties”.

RECITALS

- A. The Developer is the owner (condition of approval) of certain property within the Town limits comprised of 3 properties totaling approximately 70 acres (the “Property”), more specifically described on the attached Exhibit A.
- B. The Developer has submitted an application for a Planned Development (“PD”) with a multi-phased Concept Plan as set forth in Exhibit B (the “Project”), incorporated herein by reference, and has sought approval to rezone the Property to develop as a Planned Development containing residential housing, lodging rental units/cabins and associated light commercial uses. The Parties agree to replace Exhibit B with the Final Approved Major Subdivision Plan approved by the Town through the subsequent approval processes the Developer is required to complete.
- C. Developer’s Planned Development (“PD”) Application proposal has been received in accordance with the Town of Pagosa Springs Planned Development regulations, as adopted in the Town of Pagosa Springs Municipal Code (“Code” or “P.S.M.C.”) within chapter 21 (“Land Use Code”) section 2.4.2.D.
- D. The Developer shall develop the property only as specified in the approval final PD Project site plan and consistent with all conditions and requirements of this approved Agreement. All future Project phasing plans shall be consistent with the final approved PD Agreement and PD site plan.
- E. The Developer as Property Owner, understands and agrees that the Final PD Site Plan approved through the Major Subdivision application process and this approved Agreement shall run with the property and be an obligation of all successors of ownership, for all or any portion of the subject Property.
- F. The Developer proposes the inclusion of workforce housing units as a primary community benefit for considering the Planned Development Proposal.

AGREEMENT

For good and valuable consideration, including the covenants, agreements, and pledges contained herein, the parties agree as follows:

1. Compliance with all Laws, Ordinances, Approvals, and Permits:

The Developer agrees to design construct, install, and operate the Project in accordance with approvals received from all governmental entities and utility providers with applicable jurisdiction. The Developer agrees to comply with all state and local laws, ordinances, and regulations as well as the terms of this Agreement, the Town's Land Use Development Code (LUDC), and approved Development Applications.

2. Town Development Applications Required: The Developer shall submit required Development applications as required by the Town of Pagosa Springs, for consideration and approval by the respective Town Board/Commission, and its various departments, for consistency with the Land Use Development Code, adopted building codes, regulations, ordinances and standards within this Agreement and Approved PD site plan, prior to work being conducted.

a. Initial Phase Development Applications. Prior to the issuance of building permits for any phase of the Project, and prior to any construction of any infrastructure improvement, building, or structure commencing on the Property, the Developer shall provide the following to be considered by the Town:

- i. Submit Preliminary Major Subdivision application for Planning Commission and Town Council consideration.
- ii. Submit Final Major Subdivision application for Town staff's review and approval.
- iii. Execute a Development Improvements Agreement with the Town for each Project Phase with required financial security.
- iv. Submit applicable Major Design Review applications for initial Project Phases, for consideration by the Planning Commission.
- v. Submit Building Permit applications and receive permits for each individual structure complying with current adopted building codes.

b. Future Project Phase Development Applications. Future Project Phases require execution of Development Improvements Agreement amendments with financial security, and similar applicable Development applications as stated above, including but not limited to: Major Subdivision application(s), Major Design Review application(s), Building Permit(s) applications, and other development applications as identified to be required.

3. Public and Commonly Owned Private Improvements: Public and Commonly Owned Private Improvements shall be identified in each Project phase development application submission and identified in the Development Improvements Agreement.

a. Public Improvements. The Project shall provide and dedicate certain public improvements as identified during the Major Subdivision Application process which shall be included in the Development Improvements Agreement associated with each project Phase. Public Improvements shall be accepted by the Town and deeded to the Town free of liens with a Bill of Sale, pursuant to the terms set forth in the executed Development Improvements Agreement for each Project Phase. Public Improvements shall include but are not limited to:

- i. Construction of a local road network as approved by the Town and consistent with the intent of the Access Control Plan adopted, and as amended, by the Town, Archuleta County and the Colorado Department of Transportation.
 - ii. Construction of the Town to Lakes Commuter Trail pursuant to a Town approved engineered design and alignment which shall occur concurrently with the first phase local road network improvements.
 - iii. Public Open Space dedications, minimum 10% per phase, as approved by the Town with each Project phase development application.
 - iv. Internal Sidewalks and Trails that are determined to be publicly owned.
- b. Commonly Owned Private Improvements** The Developer proposes portions of the Project to be commonly owned private infrastructure and amenities, as identified in each Project phase, to be maintained and managed by a legally formed Property Owners Association. Privately owned infrastructure may include, but not limited to: Roads, sidewalks, trails, neighborhood parks and utilities.
- i. All private roads, sidewalks and trails shall provide dedications for the general public's use.
 - ii. Private commonly owned infrastructure shall be identified in development applications and identified in each Project phased Development Improvements Agreement along with the required financial security.

4. Utility Improvements:

- i. The Developer shall work with each respective Utility provider (Water, Sanitary Sewer, Electricity, Natural Gas, Communication Lines, etc.) to ensure the providers' ability to serve the phased Project.
- ii. The Developer shall install or coordinate installation of such utilities pursuant to each provider's rules and regulations.
- iii. The Developer is required to ensure utility infrastructure installation through each phase is sized to accommodate subsequent future Project phases and build-out utility needs.

5. Vehicular Road Improvements:

The parties agree that development of the Project will have an impact on vehicular traffic patterns along public and/or private roadways.

- i. The Developer shall provide roadway and intersection improvements as required by Colorado Department of Transportation (CDOT), the Town, Archuleta County and the adopted Access Control Plan; Including but not limited to Great West Ave, Hwy 160, and the new Ponderosa Mountain Public and Private roads.
- ii. The basis for the engineered design of roadways in each Project phase shall follow best traffic engineering practices and be informed by professionally developed traffic studies, the intent of the LUDC and the adopted Access Control Plan.
- iii. At the time of the phase-one Major Subdivision Application submittals, the Developer shall provide a detailed and complete Traffic Study prepared by a Colorado licensed traffic engineer for the phased and build-out of the entire Project.
- iv. Where appropriate, curb cuts or provisions for drainage culverts shall be included in each Project phase for development of lot ingress and egress.
- v. Future road connectivity to neighboring properties roadways shall be accommodated in each Project phase.

- vi. All roadways shall be dedicated for public ingress and egress.

6. Sidewalks and Non-Motorized Trails:

- i. The Developer shall construct a 12-foot wide, concrete surfaced, Town to Pagosa Lakes (TTPL) non-motorized public commuter trail segment along the northern portion of the property, specifically along Lot 2 of Block D, of the Rock Ridge Country Estates Subdivision Amendment, as part of the development's phase one and first plat. This will ensure a safe pedestrian and bicycle route to the Downtown sidewalk network for lodgers and residents. The Developer shall use the Town's engineered design plans for the construction of such trail. The trail and easement shall be conveyed to the Town for ownership and public use.
- ii. The Developer shall provide American Disability Act (ADA) compliant design standards for pedestrian & bicycle sidewalk and/or trail infrastructure adjacent to or in the near vicinity to each public and private roadway to ensure safe routes for non-motorized use.
- iii. Sidewalks and Trails shall meet the intent of the LUDC and other adopted plans or regulations.
- iv. Such trails and sidewalks shall be designed to accommodate the ability for future potential connectivity to neighboring properties.
- v. Internal trails/sidewalks shall be incorporated within each project phase, to provide safe access for pedestrians and bicycles to access the TTPL commuter trail. These routes shall be designed as hard surfaced for year-round use and maintenance and shall meet width standards for shared uses.
- vi. Trails and sidewalks shall be dedicated for public use.

7. Stormwater Management:

- i. The Developer shall apply to the State of Colorado for a Stormwater Management Plan permit for each phased construction activity and shall maintain all erosion control structures until 70% revegetation is established.
- ii. The Developer shall provide Storm Water conveyance and detention facilities for each phase to accommodate post development stormwater flows pursuant to acceptable stormwater analysis methods provided in the Town's LUDC.
- iii. The Developer shall be allowed to provide roadside ditches for conveyance along private roadways versus curb and gutter.

8. Landscaping Elements: Each Phase of the Project shall include and identify landscaping elements consistent with the LUDC and adopted regulations.

- i. The Developer shall provide installation and maintenance of landscaping along public roadways including irrigation.
- ii. The Town's LUDC requires street trees to be included along public roadways.
- iii. The Developer shall provide a minimum of 5-foot landscape strips between public roadways and trails/sidewalks to accommodate snow storage.

9. Protection of Natural Resources:

A principal feature of this Agreement is the preservation of natural resources as contemplated in the 2018 Comprehensive Plan. At the time of submittal for each phase Preliminary Major Subdivision Application, Developer shall provide the following prepared by a person or firm with the professional expertise to prepare such.

a. Tree/Fire Management Plan.

i. Pre-Construction and During Construction.

- Existing tree inventory map Identifying significant trees to be preserved and trees to be removed.
- Plan for tree protection and installation of protection fencing during construction.
- Building footprint considerations in each plat.
- Low impact building foundation designs, where possible.
- Tree branch and root pruning plan and procedures for construction and future fire mitigation.
- Best practices for forest health, fire mitigation maintenance, and insect control plan.
- Contractor communication and education to ensure identified significant trees are protected throughout construction activities.

ii. Post Construction

- Communication and education for property residents, owners, and maintenance managers.
- Maintenance Manual defining proper tree protection, maintenance and care.

b. Wetlands delineation report and a wetlands and waterway preservation and mitigation plan.

- i. Such preservation and mitigation plan shall include a detailed analysis regarding the impacts to the wetlands and waterways on the Property and an onsite mitigation plan for consideration by the Town, and as required by State and/or Federal agencies having jurisdiction of such.
- ii. Recommended buffering distances for buildings from wetlands, prepared by a professional having such expertise.
- iii. Wetlands along the Hwy corridor and within the development shall be preserved as such or mitigated pursuant to local, state and federal regulations.
- iv. Preserved wetlands shall be maintained to eradicate invasive plant species.

c. Open Space and Park dedication.

- i. Open space within the development shall be dedicated for public access.
- ii. The existing 11.26 acre Greenbelt parcel, Block D, Lot 2, shall be dedicated as open space and for public access.
- iii. Additional open space shall be dedicated in each future phase of development, equating to a minimum of 10% of each phase's gross acreage.

10. Zoning and Allowable Uses:

a. The Base Zoning designations of High Density Residential (R-22) and Mixed-Use Corridor (MU-C), and Open Space and Parks (OS) in conjunction with a Planned Development Overlay (PDO) zoning shall be applied to the Project and Property and shall be effective immediately pursuant to the terms of the Approving Town PD and Zoning Ordinances. This PD Agreement shall also govern the permissible uses on the subject land, as shown in **Exhibit C**, "Allowable Uses".

b. Residential Uses.

- i. Short-Term Vacation Rentals Prohibited. Since the Project proposes a number Lodging Units, as a means to preserve residential homes and units as residential uses only, short-term vacation rentals shall be prohibited in the R-22 base zoned areas of the Project. This prohibition shall also be included in the Projects Codes, Covenants and Restrictions (CC&R's).
- ii. Accessory Uses Allowed. Residential amenity facilities serving as allowable accessory uses are permitted, which may include the Clubhouse, pool, pickleball courts, hot-tubs, open space, parks, and trails, which shall be open to the public. A fee may be charged for amenities other than public parks, open space and trails.
- iii. Outdoor Spaces Required. All residential dwelling units, both for-lease and for-sale, including single-family (detached) and multi-family (attached), shall include substantial private outdoor space to provide an area for each resident to enjoy, attached to, adjacent to or near their dwelling unit. Private Outdoor Space shall be either a deck, a patio, or a balcony, and may be a combination of one or more of these:
 - A covered structure such as an awning or pergola
 - Partially enclosed or shielded, or recessed into the building façade
 - A patio or deck large enough to accommodate a dining table with 4 or more chairs
- iv. Personal Storage Areas. Secured storage space for all residential dwelling units is considered critical to the success of the development and shall be further governed by the CC&Rs recorded for each property/dwelling.
- v. Garages: Garages and/or Carports shall be provided for residential dwellings of 510 sq. ft. or greater and shall include additional storage space beyond the vehicle parking to store personal items. Garages and carports may or may not be attached to the dwelling unit.
- vi. Dwelling Unit Storage: Each dwelling unit shall have a secured storage space to store personal items, either within the dwelling unit, within the multi-family building or within 100 feet of the dwelling unit. Storage Space Area Size shall be a minimum of 200 cubic feet (for example 5' wide x 5' deep x 8' tall) to accommodate items such as bicycles, recreational equipment, seasonal equipment, or intermittently used items, etc.
- vii. Outdoor Storage prohibited: Outdoor storage of personal items shall not be allowed unless approved by the HOA and, if allowed, must be shielded by opaque building materials at least five feet in height.

c. Lodging/Resort Uses.

- i. Lodging and resort establishments are allowed only in the MU-C base zoning portions of the development property.
- ii. Lodging and resort establishment and units shall require the appropriate permitting and licensing from the Town of Pagosa Springs and not to exceed a combined total of 85 lodging units.
- iii. Lodging amenity facilities serving as allowable accessory uses are permitted, which may include the Clubhouse, pool, pickleball courts, hot-tubs, open space, parks, and trails, which shall be open to the public. A fee may be charged for amenities other than public parks, open space and trails.

11. Affordable Workforce Housing Units:

- a. Affordable workforce housing is one of the primary community benefits for considering the Ponderosa Mountain Planned Development.
 - i. The Developer shall provide a minimum of 12% workforce housing units in each Project plat/phase, related to the number of lodging and/or dwelling units being constructed in each phase/plat of the Project. This ensures the committed total 12% of housing & lodging units are provided from the commencement of the Project as deed restricted workforce housing units.
 - ii. Affordable workforce housing ownership and rental units shall serve 90-130% of Area Median Income (AMI) consistent with the annually published Colorado Housing Finance Authority (CHFA) AMI table for Archuleta County, and shall include the maximum applicable monthly housing expenses, inclusive of mortgage, utilities, HOA dues, taxes, insurance associated with each AMI Category.
 - iii. Developer shall provide an equal split of affordable workforce housing ownership units in each phase/plat with half serving 90%-110% of AMI, and half serving 111%-130% of AMI.
 - iv. Affordable ownership and rental units shall be deed restricted in perpetuity to ensure affordability is sustainable throughout future successors of ownership.
 - v. The Town shall approve all workforce housing sale agreements, deed restrictions, lease agreements, and other related documentation to ensure compliance with adopted regulations, policies and guidelines.
 - vi. Short-term vacation rentals shall be prohibited for all deed restricted affordable workforce housing units, including rental and ownership units.

12. Ponderosa Mountain Table of Development Design Standards, Exhibit D:

- a. All terms shall be defined pursuant to definitions within the Town's Land Use Development Code, unless expressly defined differently within this Agreement.
- b. Development Standards shall comply with the Town's LUDC, unless otherwise noted in this Agreement.

c. Exterior Siding and Building Materials. Exterior materials and building assembly methods shall comply with current adopted International Building Codes and Colorado Wildfire Resiliency Code, and shall adhere to the following:

i. Building wall facades shall utilize 3 varying materials and/or textured materials on 2 of the four facades. Remaining wall facades shall utilize 2 varying materials and/or textured materials. Durable wainscoting along bottom portion of walls is encouraged to protect the building from ground snow, water and ice. Following are preferred material options:

- Painted or natural brick
- Composite and/or cement board or tile siding material.
- Steel panel members
- Stucco or stone
- Metal does not exceed 80% of the associated facade area. (residential).

d. Roof Designs. Roof designs shall apply to all buildings and structures outlined and allowed in the Land Use Summary.

- i. Hip and Gable roof pitches shall be at least a 6/12 pitch. Major Shed roof pitches shall be at least a 4/12 pitch.
- ii. Roof materials shall include either standing seam metal roofing or composite shingles or a combination of both.
- iii. A Flat roof section may be incorporated into roof designs;
 - i. Flat roof sections shall include adequate slope of a minimum of 1/12, to ensure proper drainage and snow shed.
 - ii. Flat roof sections shall not dominate roof designs and be used as a design element only, not to exceed 30% of the overall width of the roof design.
- iv. For maintenance and safety, roof valleys shall be minimized.
- v. Protection of pedestrians, vehicles and neighboring properties from snow shedding shall be provided.

13. Amendments to Final Approved PD Plans and the PD Agreement. Changes to a final PD site plan or this Agreement shall be applied for by the Developer to the Town in accordance with the LUDC provisions and Ordinances adopted at the time of such request for amendment.

14. Financial Security (Bonding). The Developer shall file any Financial Security associated with each Project Phase as identified in the phased Development Improvements Agreement.

- i. Financial Security is required to cover the cost of construction of public and commonly owned private infrastructure as identified for each Project phase.
- ii. Following acceptance of public infrastructure and approval of private infrastructure improvements, Warranty Financial Security is required pursuant to the terms of the Development Improvements Agreement, cover costs associated with material or workmanship defects.

15. Violation of this Agreement. The parties acknowledge that monetary damages for a breach of this Agreement would be inadequate to compensate the parties for the benefit of their bargain. Accordingly, the parties expressly agree that in the event of a violation of this

Agreement, the non-breaching party shall be entitled to receive specific performance. Nothing herein shall be deemed a waiver of the Town's rights to seek enforcement of this Agreement or Development application approvals previously granted, to the extent otherwise authorized by law. Notwithstanding the foregoing, in the event there is a violation(s) or alleged violation(s) of the terms or conditions of this Agreement by the Developer, then the Town shall serve written notice upon the Developer setting forth the manner in which Developer has violated the Agreement, and such notice shall include a demand that the violation(s) be cured within a stated reasonable time period. Should a court of competent jurisdiction find the Developer to be in breach of any provision of this Agreement or the PD approval (in whole or in part), then the Developer shall be required to reimburse the Town for its reasonable attorney fees and costs. Additionally, the Town shall have the right to utilize stop work orders as appropriate for any violations. All of the remedies of the Town under this Agreement, the Town's LUDC, and state law shall be deemed to be cumulative.

16. Recording and Binding Effect. The obligations under this Agreement are covenants that permanently run with the land, and shall bind all successors in title as to the Property (as well as any and all portions thereof), including, but not limited to, successor developer(s) and the purchasers and owners of any individual lot, parcel, or unit within the Property. It is the parties' intent that this Agreement will be recorded with the Archuleta County Clerk and Records Office. The Developer is responsible for all costs associated with recording the Agreement. A copy of the recorded agreement shall be submitted to the Town.

17. Heading and Recitals. The parties acknowledge and agree that the headings and subheadings in this Agreement are for convenience only and shall have no bearing or effect. The parties acknowledge and agree, however, that the recitals hereto are and shall be considered an integral part of this agreement proper to its correct understanding and interpretation.

18. Miscellaneous.

- i. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the enforceability or validity of the remaining provisions and this Agreement shall be constructed in all respects as if any invalid or unenforceable provision were omitted.
- ii. Notices. Any and all notices permitted or required to be given shall be in writing and sent either by mail or personal delivery to the address below, as amended for successors in ownership/developer:

Town of Pagosa Springs
PO Box 1859
551 Hot Springs Blvd
Pagosa Springs, CO. 81147

Ponderosa Mountain Properties
Modern Community Builders
9903 Santa Monica Blvd. Suite 816
Beverly Hills, CA. 90212

- iii. Waiver. No failure or delay on the part of any party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement

preclude further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

- iv. Governing Law. This Agreement is being executed and delivered and is intended to be performed in the state of Colorado and shall be constructed and enforced in accordance with, and the rights of the parties shall be governed by, the laws thereof.
- v. Authorization. The parties affirm that their representatives executing this Agreement on their behalf are authorized to do so (and can fully bind their respective party) and that all resolutions or similar actions necessary to approve this Agreement have been adopted and approved. The Developer further affirms that it is not in default under the terms of any land contract for all or part of the Property.
- vi. Fees. The Developer shall pay any and all applicable development application, impact, building permit, and other required fees to the Town.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

DEVELOPER / PROPERTY OWNER:

Ponderosa Mountain Properties, LLC

By _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.

COUNTY OF)
ARCHULETA _____)

Subscribed and sworn to before me this _____ day of _____, 20____ by
_____ as _____ of _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

ACCEPTED by the TOWN OF PAGOSA SPRINGS, COLORADO this _____ day
of _____, 20__.

TOWN OF PAGOSA SPRINGS, COLORADO

By _____

Name: _____

Title: _____

Attest:

April Hessman, Town Clerk

EXHIBIT A

PROPERTY LEGAL DESCRIPTIONS

TRACT I: Lot 2 of Block D in REPLAT OF A PORTION OF ROCK RIDGE COUNTRY ESTATES SUBDIVISION, AMENDED PLAT, according to the plat thereof filed for record September 14, 1977 as Reception No. 89115, Archuleta County, Colorado. 5.61 acres.

TRACT II: Block B in ROCK RIDGE COUNTRY ESTATES, according to the plat thereof filed for record November 8, 1974 as Reception No. 81095 and according to the Amended plat thereof filed for record April 8, 1975 as Reception No. 82857, Archuleta County, Colorado. 53.02 acres.

TRACT III: Greenbelt in ROCK RIDGE COUNTRY ESTATES, according to the plat thereof filed for record November 8, 1974 as Reception No. 81095 and according to the Amended plat thereof filed for record April 8, 1975 as Reception No. 82857, Archuleta County, Colorado. 11.26 acres

EXHIBIT B

PONDEROSA MOUNTAIN CONCEPT PLAN

(AS APPROVED AT PRELIMINARY/FINAL MAJOR SUBDIVISION APPROVAL)



EXHIBIT C

PONDEROSA MOUNTAIN ALLOWED USES: R-22, MU-C, AND OS

P = Permitted C = Conditional Use Blank = Not Allowed

Use Type	R-22	MU-C	OS
Dwelling, duplex	P	C	
Dwelling, live/work		P	
Dwelling, multi-family	P	P	
Dwelling, single-family detached (incl. modular)	P	C	
Dwelling, timeshare		P	
Dwelling, townhouse	P	P	
Group living facility, large		C	
Group living facility, small (Type A)	P	P	
Group living facility, small (Type B)	C	P	
Nursing care home	C	P	
Nursing care facility	C	C	
Government adm. and civic buildings		P	
Social, fraternal lodges		P	
Public assembly	C	P	
Public safety facility	C	P	P
Childcare center	C	P	
Day care home	C		
Immediate care facility		C	
Medical or dental office or clinic, 4,000 s.f. or less		P	
Athletic fields and courts	C	P	P
Community garden	P	P	P
Open space	P	P	P
Park	P	P	P
Elementary or secondary school		C	
Trade or vocational school		C	
Veterinary clinic/hospital		C	
Bar or nightclub, 4,000 s.f. or less		P	
Restaurant, no drive-through, 4,000 s.f. or less		P	
B&B or inn		P	
Hotel, motel, or lodge		P	
Vacation rental - Prohibited			
Dry cleaning and laundry service		C	
General personal services		P	
Art gallery		P	
Movie theater		C	
General outdoor recreation, commercial		C	C
Retail, general, Liquor, Grocery, 4,000 s.f. or less		P	
Assembly, light		P	

EXHIBIT D

Ponderosa Mountain Development Design Standards

Zoning Information

Zoning	<u>Base Zoning:</u> High Density Residential (R-22) Mixed Use Corridor (MU-C) Open Space and Parks (OS) <u>Overlay Zoning:</u> Planned Development – Ponderosa Mountain	
Total Project Area	Approximately 70 acres	
<i>Development Standards - Dimensional</i>	R-22	MU-C
Lot Size Area (min)	1,875 sf	NA
Building Height	35 ft to mid-span 41 ft to roof peak	35 ft to mid-span 41 ft to roof peak
Residential Dwelling Units, maximum per acre	22 units/acre	16 units/acre
Dwelling Unit Size, minimum. * Multi-family units based on Building Code Room Size minimums.	400 sqft *	400 sqft *
Building Setbacks * Side and Rear lot line setback may be zero feet if minimum 10-foot fire separation between buildings is achieved, and all building elements (roof eave, chimney, decks, patios, etc.) are contained within the vertical plane of the property line. Platting building envelopes will aid in the zero lot line setback consideration.	Front 15 feet Side * 5 feet Rear * 5 feet	Front 20 feet (60 feet from Hwy) Side * 5 feet Rear * 5 feet
Building Height, Maximum	35 feet to mid-span 41 feet to roof peak	35 feet to mid-span 41 feet to roof peak
Landscaping (%)	15%	15%