

SNOWMASS VILLAGE TOWN COUNCIL  
ORDINANCE NO. 8  
SERIES OF 1994

AN ORDINANCE APPROVING THE REZONING OF PORTIONS OF WILDCAT RANCH TO PLANNED UNIT DEVELOPMENT (PUD) AND ADOPTION OF A FINAL PLANNED UNIT DEVELOPMENT PLAN FOR THOSE PROPERTIES

WHEREAS, Wildcat Ranch, Ltd. and Wildcat Ranch Association (collectively the "Applicant") have submitted to the Town of Snowmass Village (the "Town") an application (the "Application") for the rezoning to PUD of portions of Wildcat Ranch together with certain immediately adjacent lands acquired by Wildcat Ranch since its approval by Pitkin County, known as BLM Parcels 87, 90 and 91 (collectively the "Wildcat Ranch Lands"), all of which are legally described in Exhibit "A" attached hereto and for approval of a Final Planned Unit Development Plan for the Wildcat Ranch Lands; and

WHEREAS, all land owners whose properties are included with the development area have consented to the Application; and

WHEREAS, by Resolution No. 10, Series of 1994 the Town Council determined that the Application involved minor development only and that a Combined Conceptual and Final Review of the Application would be permitted pursuant to Section 16-180(b)(1)e of the Town of Snowmass Village Municipal Code (the "Code"); and

WHEREAS, the Planning Commission of the Town of Snowmass Village and the Town Council reviewed the Application at a joint meeting on April 18, 1994; and

WHEREAS, by Resolution No. 5, Series of 1994 the Planning Commission recommended approval of the Application, subject to the conditions set forth therein; and

WHEREAS, at a joint meeting of the Planning Commission and the Town Council held on May 16, 1994 the Town Council received the recommendations of the Planning Commission regarding the Application; and

WHEREAS, in accordance with both written and published notice, given as provided in the Code, a public hearing was scheduled and held on May 31, 1994 and June 20, 1994 to receive public comment on the proposed rezoning of the Wildcat Ranch Lands to PUD and on the proposed Planned Unit Development Plan for the Wildcat Ranch Lands; and

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Snowmass Village, Colorado:

SECTION ONE: Findings

1. The Application meets the submission requirements and was processed in accordance with the applicable provisions of the Code.
2. The Wildcat Ranch Lands have been annexed into the Town pursuant to Snowmass Village Town Ordinance No. 10, Series of 1994. Prior to the annexation, development approvals for Wildcat Ranch and BLM Parcel 90 were subject to extensive land use and environmental reviews conducted by Pitkin County that resulted in the establishment of a zone district, the granting of subdivision approval, the establishment of Protective Covenants and the imposition of numerous and comprehensive conditions and restrictions on the land use of said area designed to promote, preserve and protect the goals and objectives of the Pitkin County Land Use Code.
3. The Pitkin County approvals, conditions and restrictions on the land use of Wildcat Ranch (the "County Wildcat Approvals") consist of Resolution No. 90-113, (granting 1041 hazard review approval to the Ranch Manager's Parcel); Resolution 90-154 (granting General Submission approval for Subdivision Exemption, 1041 Hazard Review approval for multiple Building Envelopes, GMQS exemption and approval of Employee Dwelling Units); Resolution No. 90-39 (granting Final Plat approval); Resolution No. 92-381 (granting minor adjustments to the Final Plat and BOCC Conditions of approval and amendments to the 1041 Hazard Review for the Ranch Manager's Parcel); Ordinance No. 92-16 (Rezoning Wildcat Ranch to RS 160); Resolution No. 92-389 (allowing dogs); Resolution No. 94-46 (awarding a 1994 Non-Metro Residential Growth Management allocation for Homestead 13); Ordinance No. 94-05 (rezoning Homestead 13 to RS-30 and BLM Parcel 91 to RS-160); and Resolution No. 94-47 (Lot Line Adjustments, 1041 Hazard Review and Employee Dwelling Unit for Homestead 13).
4. Given the unique circumstances affecting the Wildcat Ranch Lands annexed into the Town and the extent of the existing land use regulations to be preserved, and since the proposed modifications to the County Wildcat Approvals will not generate any significant new population, traffic, visual or environmental impacts that would under Section 1-21(29) of the Code, qualify this Application as a "Major Development", the Town Council finds that a "Combined Conceptual and Final Review" for a minor development, as allowed under Section 16-180(d)(i) of the Code, is appropriate.

5. The Town Council finds that it is in the public interest, including the preservation of critical wildlife habitat, that the County Wildcat Approvals be preserved, adopted and implemented by the Town subject to the minor modifications and clarifications set forth herein.
6. The rezoning to PUD of the Wildcat Ranch Lands and the Planned Unit Development Plan described herein are reasonable and consistent with the policies and provisions of the Town's Code, including the development evaluation standards, the primary constraints to development, and the general policies of the Town Master Plan.
7. The Wildcat Ranch Developable Land Summary, which is on file with the Town as part of the Application and which identifies 1041 Hazard Areas including wildlife sensitive areas, constitutes the map to be utilized by the Town for purposes of approving Wildcat Ranch lot line adjustments; the location of barns, with or without caretaker units, outside Development Activity Envelopes adjacent to pasture lands; and the approval of amended or new Development Activity Envelopes. This map will ensure that future actions permitted by the Town are generally consistent with the approvals granted by Pitkin County.
8. The Irrigation Master Plan Map dated November 12, 1992, which is on file with the Town as part of the application constitutes the map identifying pasture lands and will be utilized by the Town for purposes of approving the location of barns, with or without caretakers, outside Development Activity Envelopes adjacent to pasture lands is appropriate and adequate for such purposes. This map will also help to ensure that related future actions will generally comply with the approvals granted by Pitkin County.
9. The Town finds that the vesting for a period of thirty (30) years of the zoning, development rights and uses herein approved is appropriate in order to allow owners of Wildcat Ranch Lands annexed into the Town a reasonable opportunity to use and develop their lands.

SECTION TWO: ACTION

1. The Town Council hereby approves the rezoning to Planned Unit Development of all the Wildcat Ranch Lands annexed to the Town.
2. The Town Council hereby approves the Wildcat Ranch Final Planned Unit Development Plan set forth herein and shown in Exhibit B, subject to the conditions contained in Section Three.

3. The Town Council hereby approves the Wildcat Ranch Planned Unit Development Plan, allowing twelve (12) Homesteads (i.e., original Homesteads 1 through 11 and BLM Parcel 90 to be known as Homestead 13) and a Ranch Manager's parcel within the Town of Snowmass Village. Wildcat Ranch Homestead 12 and portions of Homesteads 7, 9 and 10 are not annexed into the Town. Within the boundaries of Wildcat Ranch, there is located a separate parcel of land of approximately thirty-eight (38) acres currently owned by Pitkin County (the Employee Housing Parcel"). Furthermore, Wildcat Ranch, Ltd. has stated its intention to acquire from the United States of America another parcel of land, that being BLM Parcel 86, adjacent to the boundaries of Wildcat Ranch. Should Wildcat Ranch, Ltd. acquire either the Employee Housing Parcel or BLM Parcel 86 or both, such parcels (less any portions of BLM Parcel 86 that are located within Snowmass Creek Valley) shall, if requested by Wildcat Ranch, Ltd., be annexed into the Town subject to all the applicable terms, provisions and conditions of this Ordinance and compliance with applicable laws governing annexations. Wildcat Ranch, Ltd. shall have the right to create up to two additional Wildcat Ranch Homesteads (the "Additional Wildcat Ranch Homesteads") as follows: (i) one (1) Additional Wildcat Ranch Homestead may be created consisting of BLM Parcel 86, as reconfigured and/or enlarged by lot line adjustments with adjoining Wildcat Ranch Homesteads (less any portions within Snowmass Creek Valley) and (ii) one (1) Additional Wildcat Ranch Homestead may be created consisting of the Employee Housing Parcel, as reconfigured and/or enlarged by lot line adjustments with adjoining Wildcat Ranch Homesteads, (if development is prohibited on the Employee Housing Parcel and it is merged into Homestead 11, then such Additional Wildcat Ranch Homestead may be created by utilizing any approved development activity envelope together with adjacent portions of one or more existing Homesteads, as may be reconfigured by an appropriate lot line adjustment.) Amendments to any Detailed Final Plats that are necessary to create the Additional Wildcat Ranch Homesteads shall be approved by the Town at the time of the annexation without necessity of further review, referrals or hearings. Upon such incorporation, each Additional Wildcat Ranch Homestead shall become a part of Wildcat Ranch as though originally platted therein and shall be entitled to all the benefits and subject to all the conditions of this Ordinance. In connection with any incorporation of the Additional Wildcat Ranch Homesteads into Wildcat Ranch, Wildcat Ranch, Ltd. reserves the right to designate said Additional Wildcat Ranch Homesteads as Homesteads 14 and 15 (or such other designations as Wildcat Ranch, Ltd. may desire).

4. Each of the Wildcat Ranch Homesteads, to the extent they are included within the Wildcat Ranch Lands and located within the Town, including the two (2) Additional Wildcat Ranch Homesteads, shall all have the following allowed uses, as a matter of right, subject only to obtaining a building permit:
  - (a) Each Homestead shall be allowed a principal dwelling unit, a detached or attached caretaker unit, and a guest house dwelling unit. Home occupations, as permitted in the Code, are allowed.
  - (b) Owners are not required to rent out caretaker units but if an owner elects to rent out the caretaker unit, the rental shall be to a person selected by the owner who otherwise qualifies under the provisions of the Town's Code, as adopted from time to time, that are applicable to the rental of caretaker units. Caretaker units shall be registered in accordance with the Code.
  - (c) Other than the accessory uses described below, total floor area allowed on each Homestead shall be capped at fifteen thousand (15,000) square feet of floor area, of which up to two thousand five hundred (2,500) square feet can be applied to the guest house and up to one thousand five hundred (1,500) square feet can be applied to the caretaker unit. "Floor area" shall mean the sum of the gross horizontal surfaces of each floor of a building or structure calculated in accordance with Exhibit "C" attached hereto. Exhibit "C" also sets forth the method of calculating height of dwelling units.
  - (d) At the time of building permit application, and to accommodate owners that may initially desire to construct smaller structures, owners of Homesteads may designate whether the structure is to be a primary residence or guest house. Any structure of two thousand five hundred (2,500) square feet or less may be designated as a guest house but may nevertheless be utilized by an owner as a primary residence. This shall not limit the overall square footage caps allowed in subparagraph (c) above.
  - (e) Each Homestead shall be allowed accessory structures and uses. Accessory structures and uses shall mean subordinate non-habitable buildings (excluding portions of which may contain a caretaker unit) or uses incidental to ranch operations or the principal uses of a lot. Accessory uses and structures shall include, but not be limited to, barns, sheds, huts, gazebos,

boat shelters, decks, terraces, stables, kennels, storage or equipment buildings, garages, satellite dishes, outdoor recreation uses such as swimming pools, ponds, tennis courts, riding rings and trails, grazing of horses, agricultural uses of all kinds permitted by the Association, and no more than one "back country" type recreation hut. None of the accessory structures shall be subject to floor area limits, except barns shall not exceed 3,000 square feet of ground coverage or a total of 6,000 square feet. Indoor riding arenas shall not exceed 15,000 square feet of ground coverage. Accessory structures or uses in addition to those specified above, shall be approved by the Town Planner provide that they are similar in nature to the above listed uses, without further review, referrals, or hearings so long as the use or structure is first approved by the Association.

5. The Town Council hereby approves the Detailed Final Plats for the Wildcat Ranch Lands, which shall consist of: (i) the Wildcat Ranch Amended Exemption Plat for Wildcat Ranch recorded in Book 31 at Page 1, (ii) the 1041 Hazard Review Plats for Wildcat Ranch Homesteads 1 through 11 (and in the case of Homestead 6 the amended 1041 Hazard Review Plat) which Plat for Homestead 1 is recorded in Book 26 at Page 61; as to Homestead 2 in Book 26 at page 63; as to Homestead 3 in Book 26 at Page 65; as to Homestead 4 in Book 26 at Page 67; as to Homestead 5 in Book 26 at Page 69; Homestead 6 in Book 4 at Page 34; as to Homestead 7 in Book 26 at Page 73; as to Homestead 8 in Book 26 at Page 75; ;as to Homestead 9 in Book 26 at Page 77; as to Homestead 10 in Book 26 at Page 79; as to Homestead 11 in Book 26 at Page 81; and (iii) the Amended 1041 Hazard Review Plat for the Ranch Manager's Parcel recorded in Book 30 at Page 98. All of the foregoing are recorded in the real estate records of Pitkin County, Colorado. The Applicant shall have the right to submit to the Town Planner amendments to these Detailed Final Plats, the purpose of which shall be to make the plats previously approved by Pitkin County conform to the terms, provisions, and conditions of this Ordinance. The Mayor and Town Clerk are hereby authorized to execute the plats on behalf of the Town once they have been reviewed and approved by the Town Planner and Town Attorney.
6. The amended Detailed Final Plat for Homestead 7, allowing the incorporation of BLM Parcel 91 into Homestead 7, is hereby approved. The Detailed Final Plat for Homestead 13, which creates said Homestead out of Homestead 6 and BLM Parcel 90, is approved. The amended Detailed Final Plat for reconfigured Homestead 6 is also approved. All revisions approved here shall be consistent with the "Proposed

Development Plan," dated October 1993, which is part of the Application. The Mayor and Town Clerk are hereby authorized to execute these plats on behalf of the Town after they have been reviewed and approved by the Town Planner and Town Attorney.

7. The Town shall, from time to time, at the request of Wildcat Ranch, Ltd. and/or the Association, approve lot line adjustments (and necessary plat amendments) between the Ranch Manager's Parcel and any adjacent Wildcat Ranch Homesteads or between Wildcat Ranch Homesteads, original or additional, which adjustments may result in lots being less than five hundred acres (500), requiring only that such adjustments do not result in an increase in the allowable density of Wildcat Ranch (i.e. not more than fourteen (14) Homesteads) to be located within the Town. Said lot line adjustments shall be processed through and approved by the Town Council without further review, referrals or hearings.
8. All of the existing Development Activity Envelopes and driveways shown on each Detailed Final Plat are approved without the necessity of further review, referrals or hearings. Identified driveways require only suitable plans for retainage, revegetation, and erosion control for approval be the Town Planner.
9. Pursuant to C.R.S. 24-68-1-1 et. seq. and in accordance with Section 16-29 of the Code, the Town hereby approves the vesting in the Applicant and the other owners of the Wildcat Ranch Lands the zoning, development rights and land uses set forth herein for a period of thirty (30) years from the date of final adoption of this Ordinance, which shall be June 20, 2024.
10. Additional Wildcat Ranch Homesteads and/or any original Wildcat Ranch Homesteads involved in lot line adjustments to create the Additional Wildcat Ranch Homesteads may be less than five hundred (500) acres; provided however, the maximum number of Wildcat Ranch Homesteads, both original and additional, in Wildcat Ranch shall not exceed fourteen (14) Homesteads within the Town, unless Homestead is annexed to the Town in which case the maximum number of Homesteads shall be fifteen (15).
11. Reference is made to the Town of Snowmass Village Public Trail Easement (the Rim Trail Easement") granted by Wildcat Ranch, Ltd. and recorded in Book 648 at Page 987 of the real estate records of Pitkin County, Colorado. Wildcat Ranch, Ltd. and the Town shall by October 1, 1995 enter into an amendment to the Rim Trail Easement so as to minimize steep grades along the easterly most boundary of Homestead 5 while

not encroaching more than one-hundred and fifty feet (150') into Homestead 5 from the boundary, unless it is determined that there is an acceptable trail location that encroaches more than 150 feet, but does not adversely affect either Homestead 5. Wildcat Ranch will make every effort to work with the Town to provide additional easement areas on Homestead 6 to eliminate steep sections on the Rim Trail.

12. Reference is made to the Wildcat Access Use and Maintenance Agreement between Wildcat Ranch, Ltd., the Town, and Sandra Mosbacher (the "Sinclair Road Agreement") recorded in Book 638 at Page 455 of the real estate records of Pitkin County, Colorado. As to the obligations of Wildcat Ranch, Ltd. and the benefitted lands described in Exhibit "A" to the Sinclair Road Agreement, but not as to Sandra Mosbacher or the benefitted lands described in Exhibit "B" (i.e. Popish Valley) to said agreement, the Town hereby agree to amendments (or in the event the consent of Sandra Mosbacher is necessary to such amendments and cannot be obtained by Wildcat Ranch, Ltd., then waivers) to the following provisions of the Sinclair Road Agreement:

- (a) Paragraph 4.2, Annual Payment, is hereby amended to require an annual payment from only Homestead 12 which is not part of this annexation, so long as Homestead 12 is not part of the Town. From the effective date of this Ordinance and forever after, excluding any fees that Wildcat Ranch may owe the Town for the current year (1994), no annual payments shall be paid to the Town by Wildcat Ranch, Ltd. or any individual owner of any Homestead now annexed to the Town.
- (b) The control gate installed by Wildcat Ranch, Ltd. is approved by the Town as to design, function and location. In accordance with Paragraph 1.1, Access Devices, such devices shall mean and include remote sensor or beepers as well as cards and other forms of access devices already described in said Paragraph 1.1.
- (c) The total number of Wildcat Ranch parcels entitled to benefits of the "Wildcat Access", as that term is defined in the Sinclair Road Agreement, shall include all Wildcat Homesteads and shall be increased from 13 to 16, consisting of Homesteads 1 through 13, the Ranch Manager's Parcel, and the two (2) Additional Wildcat Ranch Homesteads. The total number of Access Devices, as that term is described in the Sinclair Road Agreement, as amended in (b) above, to be allocated to Wildcat Ranch, Ltd, shall remain at forty one (41) and will be allocated by the Association among Wildcat Ranch owners and the Ranch Manager's Parcel. The



interim number of Access Devices to which Wildcat Ranch, Ltd. shall be entitled under Paragraph 5.2.2 of the Sinclair Road Agreement shall be increased to 17.

(d) The Town agrees to execute and deliver in recordable form a separate document setting forth the above amendments (or waivers), which shall be recorded within ninety (90) days of the final adoption of this Ordinance.

13. Reference is made to the Wildlife Management Agreement between Wildcat Ranch, Ltd. and Pitkin County ("County Wildlife Agreement") recorded in Book 649 at Page 39 to assure funding for the Wildlife Management and Enhancement Plan recorded in Book 699 at Page 47 of the real estate records. The Town and Wildcat Ranch Association (the "Association") shall within ninety (90) days of the final adoption of this Ordinance enter into a new agreement in replacement of the County Wildlife Agreement. The new agreement shall be identical to the County Wildlife Agreement except that all references to Pitkin County and applicable Pitkin County Land Use Code regulations shall be deleted and replaced by references to the Town and applicable Town Code regulations. The Wildlife Management and Enhancement Plan shall be amended to provide that: (i) mechanical foliage height management or aerial fertilization shall be acceptable in place of burning for range improvements and (ii) portions of the plan dealing with range improvements shall place an emphasis on winter range improvements instead of summer range. With respect to the Wildlife Management and Enhancement Plan, the parties hereto agree and confirm: (i) that a written report is due for February 1, 1995 after which there shall be no further obligation to provide such reports, (ii) the filing of such reports satisfies the Association's obligations thereunder and is not subject to annual, public or any other reviews by the Town and (iii) the Association is not responsible to pay any fees, costs or changes to the Town for any staff or outside review for any purposes relative to the Wildlife Management and Enhancement Plan or any report thereunder filed by the Association.

14. The Wildcat Ranch Developable Land Summary Map dated September 27, 1993, on file with the Town as part of the Application which identifies 1041 Hazard Areas including wildlife sensitive areas, constitutes the map to be utilized by the Town Council for purposes of approving Wildcat Ranch lot line adjustments; the location of barns, with or without caretakers, outside Development Activity Envelopes adjacent to pasture lands; and the approval of amended or new Development Activity Envelopes. The Town Council will,

without further review, referrals or hearings, approve: (i) amended or new Development Activity Envelopes and (ii) new driveways not approved in Paragraph 8, Section 2 above and changes to approved driveways that cross grades in excess of thirty percent (30%) subject to the criteria that in both cases the approval of the Wildcat Ranch Association is first obtained; that in the case of new or amended Development Activity Envelopes 1041 Hazard Areas are avoided as shown on the Developable Land Summary Map; that no new envelope may exceed ten (10) acres in size and that in the case of driveways that cross thirty percent (30%) grades the applicant shall submit plans to the Town Planner for mechanical retainage, revegetation and/or erosion control as necessary.

15. The Irrigation Master Plan Map dated November 12, 1992, on file with the Town as part of the Application, constitutes the map identifying pasture lands and shall be utilized by the Town Planner for purposes of approving the location of barns, with or without caretakers, outside Development Activity Envelopes adjacent to pasture lands, so long as the pastures remain irrigated.
16. No new or additional land use approvals or modifications to or variances from this Ordinance shall be granted by the Town to any Wildcat Ranch Lands, unless the written consent of the Association has first been obtained.
17. Provisions of the County Wildcat Approvals that are inconsistent with this Ordinance or not reincorporated herein are hereby repealed and no longer affect the Wildcat Ranch Lands. References in the Detailed Final Plat to the Pitkin County Land Use Code or County Wildcat Approvals are hereby superseded by applicable provisions of the Town's Code or this Ordinance or repealed to the extent they impose conditions or restrictions inconsistent with or not found in the Town's Code or the Ordinance.

### SECTION THREE: CONDITIONS

1. Owners of Homesteads having multiple Development Activity Envelopes shall at the time the first building permit is obtained, select one envelope to be the exclusive envelope for development activity for the lot. All development activity shall occur within the Development Activity Envelope selected, or where a Homestead has only one envelope within such envelope, with the following exceptions which structures or improvements may be situated outside Development Activity Envelopes:
  - (a) Driveways, fences, corrals, ponds and utility

... extensions and all Wildcat Ranch infrastructure;

- (b) Barns and/or sheds without caretaker units, so long as the barn is located proximate to pasture lands as shown on the Irrigation Master Plan Map and not within any 1041 Hazard Areas as shown on the Developable Land Map;
- (c) Barns and/or sheds with attached or detached caretaker units, so long as the barn is located proximate to pasture lands as shown on the Irrigation Master Plan Map and not within any 1041 Hazard Area, as shown on the Developable Land Map, and so long as the barn is located within 100 feet of the driveway to the principal dwelling unit. Any detached caretaker unit must be within 50 feet of the barn.
- (d) One "back country" type recreation hut per Homestead not to exceed three hundred and fifty (350) square feet. No owner may construct a hut without first obtaining a building permit from the Town and approval of the Wildcat Ranch Association (or the Wildcat Ranch Site and Architectural Review Committee or "SARC"). Prior to obtaining any building permit for the hut, the owner shall restrict the use of the hut. The restriction shall be for the benefit of the Town and Wildcat Ranch, and shall be enforceable by the Town, to assure that the hut will not have plumbing, electrical service or vehicular access and that the use thereof will be subject to seasonal use restrictions in wildlife sensitive areas based on recommendations of the Association and the Colorado Division of Wildlife. In no instance shall a recreation hut be permitted in any severe winter range or winter concentration area as identified on the Wildcat Ranch "Fall Migration/Winter Range Map," which is on file with the Town as part of the Application. At the time that any homestead owner applies to the Town for a building permit to construct a recreation hut, the Wildcat Ranch Association and the owner of that Homestead shall grant to the Town the right to enter upon Wildcat Ranch and the Homestead in order to periodically inspect and enforce the restrictions described here.

2. The Ranch Manager's Parcel shall be used for all current uses now in place including, but not limited to, ranch management functions and residential uses for Association employees. It may also be used in the future for the creation of a central barn, expanded employee housing for the Association, fire protection including a substation and employee housing for the fire protection purpose related only to Wildcat Ranch. Regarding the Ranch Manager's

Parcel:

- (a) A one hundred foot (100') natural buffer shall be provided along each side of the Wildcat Creek within the ranch center complex expansion area with the exception of an existing corral enclosure for horses. The current state of the stream buffer shall be enhanced/restored through revegetation efforts utilizing native plant materials. The actual implementation of the buffer shall occur prior to the construction of any new structures or uses within the expanded ranch center complex area. Maintenance of the stream buffer shall be incorporated into the wildlife management plans to be reviewed annually. No domestic livestock shall be allowed to graze within the stream buffer, with the exception of the existing horse corral as provided above.
  - (b) Spill containment structures shall be provided around all above ground fuel tanks located on the Wildcat Ranch property.
  - (c) The existing recreational development envelope on the northeast side of Wildcat Lake, and the envelope on the west end of the dam shall be limited to low-impact recreational uses and amenities such as rest room/locker structure, limited boat storage, picnic area with dock and lake maintenance equipment storage. The combined square footage of rest room and maintenance equipment storage shall not exceed five hundred square feet (500'); and shall be located in a single structure. The boat storage facility shall consist of an open sided shed type structure, not limited in size.
  - (d) Access to the new envelope on the west end of the dam shall follow the approved alignment to Homestead 7. Up to twelve (12) parking spaces may be provided at the recreational envelopes, to be allocated per envelope at the discretion of the Applicant.
  - (e) Automobile access to the picnic and boat landing recreational easements on Homestead 7 shall be prohibited.
  - (f) Use of Wildcat Lake shall be limited to electric powered and non-motorized boats. One gasoline powered boat shall be allowed for emergency and maintenance purposes.
3. Dogs shall be permanently allowed within the Wildcat Ranch

Lands subject to the following restrictions:

- (a) No more than two (2) dogs shall be allowed on any Homestead. Dogs must be maintained inside residences or within escape proof kennels constructed inside Development Activity Envelopes. The term "escape proof kennels" shall extend to electric containment systems, which shall enclose an area of no more than three (3) acres. No kennel may be constructed unless the precise location, design, materials and color shall first be approved by the Association or SARC. Approved kennels shall be kept in good repair. Owners may take dogs outside kennels or residence provided that a leash is used at all times to keep the dog under positive control. Working ranch dogs may be maintained and used by the Wildcat Ranch Manager or employees of the Association in connection with ranching or livestock operations. Under no circumstances may dogs be allowed to run at large or harass wildlife. Notwithstanding any of the preceding, dogs may be prohibited temporarily or seasonally from any area of Wildcat Ranch other than Development Activity Envelopes or the Ranch Manager's Parcel, if necessary to further the objectives of the Wildcat Ranch Wildlife Management and Enhancement Plan. Workers at construction sites on any Homesteads, as well as guests, employees or caretakers of owners are all strictly prohibited from bringing any dogs onto Wildcat Ranch. Dogs shall not be allowed in any caretaker unit.
- (b) The Applicant shall within ninety (90) days from the date of final adoption of this Ordinance grant to the Town a license to enter upon Wildcat Ranch in order to enforce any of the restrictions set forth herein with respect to dogs. Enforcement on the part of the Town may include the capture or destruction of any dogs running at large in Wildcat Ranch. Owners of dogs running at large shall upon demand reimburse the Town for all costs incurred in the capture or destruction of such dogs.
- (c) The Wildcat Ranch Manager or any other employees of the Association are hereby authorized to enforce any of the restrictions with respect to dogs, including the capture or destruction of dogs running at large and the right to obtain reimbursement from owners for all costs incurred in the capture or destruction of such dogs.
- (d) In addition to the capture or destruction of dogs, the Association shall promulgate a schedule of fines to be imposed on owners for violations of these restrictions.

Except as otherwise provided herein, the minimum first time fine for any violation of these restrictions shall be Five Hundred Dollars and No Cents (\$500.00); the minimum fine for a second violation shall be One Thousand Dollars and No Cents (\$1,000.00) and the minimum fine for a third violation shall be One Thousand Five Hundred Dollars and No Cents (\$1,500.00). With regard to any third violation, the dog must forthwith be permanently removed from Wildcat Ranch. The first time fine payable by an owner, where a construction worker, guest, employee or caretaker of an owner brings a dog onto Wildcat Ranch shall be One Thousand Dollars and No Cents (\$1,000.00). The second time any construction worker, guest, employee or caretaker of an owner brings a dog onto Wildcat Ranch the fine to be paid by the owner shall be Two Thousand Dollars and No Cents (\$2,000.00). The third time that a worker, guest, employee or caretaker of an owner shall bring a dog onto Wildcat Ranch the fine to be paid by owner shall be Three Thousand Dollars and No Cents (\$3,000.00). In the event of a third violation involving a construction worker, all further construction on that site shall cease until a meeting of SARC shall occur for purposes of implementing additional procedures at that particular construction site to assure that no workers will again bring dogs onto the site. Fines collected by the Association above shall be remitted to the Town to be expended by the Town for animal control purposes.

- (e) The Association may, from time to time, promulgate rules and regulations to supplement the above restrictions or provide additional enforcement procedures or to further restrict dogs on Wildcat Ranch.
4. All Wildcat Roads (i.e. Lake Wildcat Road, Wildcat Way and Popish Road), the Wildcat Water System (i.e. domestic, agricultural, recreational and other allowed uses together with the water treatment plant, pumps, tanks, distribution lines, ditches and all related facilities) and the Wildcat Trail System (i.e. a system of recreational trails constructed or to be constructed within Wildcat Ranch) shall all remain the private property of Wildcat Ranch, Ltd. and/or the Association, as the case may be. There shall be no public use of the Wildcat Water System, Wildcat Roads or public access to Wildcat Ranch, Wildcat Lake, the Wildcat Trail System or any of the Wildcat Ranch Homesteads excepting only: (i) the Rim Trail and (ii) the Fishing Easement for Snowmass Creek recorded in Book 649 at Page 2.

5. Wildcat Ranch may place signage along the Rim Trail, notifying users to stay on the trail and that the trail crosses private property. The signage plan, including information placed on the signs, shall be approved by the Town.
6. Wildcat Ranch, Ltd. agrees that separate development of BLM Parcels 87 and 91 shall be prohibited. Instead BLM Parcel 91 shall be merged into Wildcat Ranch Homestead 7 and BLM Parcel 87 shall be merged into Wildcat Ranch Homesteads 10 and 11.
7. Each Wildcat Ranch Homestead shall be entitled to two (2) wood burning fireplaces which may be allocated between the primary residence and guest house at the discretion of the owner thereof. Further, there shall be no limit on the number of gas log fireplaces that may be installed in any of the principal residences, caretaker units, or guest houses.
8. Except as otherwise provided herein, all construction on Wildcat Ranch Homesteads shall be in compliance with applicable Town building codes. No construction on Wildcat Ranch shall be required to obtain architectural reviews from the Town, Snowmass Homeowners Association or any other authority purporting to exercise such control except Wildcat Ranch Association or SARC. All construction on Wildcat Ranch Lands shall be in accordance with floor area and height limits set forth in Exhibit "C" and otherwise in compliance with the Town's Code. From and after the date of final adoption of this Ordinance all further building inspections, the issuance of all building and other permits, certificates of occupancy and the like shall be administered and issued by the Town provided however, owners of Wildcat Ranch Lands shall (notwithstanding any prior payments to the County) pay all applicable fees and charges to the Town for such inspections, permits, certificates and the like. All construction on Wildcat Ranch Lands for which building permits have been obtained from the County are hereby approved and may be completed in accordance with such permits or in the alternative the owner may obtain an amendment to such permit to modify or complete such construction in accordance with this Ordinance.
9. The following wildfire and fire protection measures shall be incorporated into Wildcat Ranch. Specifically the wildfire and fire protection measures are described in detail in Exhibit "D".
  - a) Roofs on primary residences will be made of fire-retarding materials.

- b) Chimneys will be equipped with approved spark arresters.
  - c) Firewood will be stored uphill from structures and surrounded by a zone ten feet (10') wide that is devoid of combustible material.
  - d) Structures will be surrounded by a zone ten feet (10') wide that is substantially devoid of major trees, shrubs, weeds and tall grass that are considered high in fuel content. Clumps of shrubs and clusters of trees without ladder fuel will be permitted within this zone.
  - e) Parking areas will be kept free of tall grasses and other combustible ground vegetation.
  - f) Within a thirty foot (30') wide zone around structures, existing trees and shrubs will be thinned to minimize fuel.
  - g) Roofs shall be kept clear of debris.
10. Applicant shall provide the following requirements of the Snowmass/Wildcat Fire Protection District (the "District") which requirements may be modified by an agreement between Applicant and the District:
- a) A storage tank to be a minimum of two hundred and fifty thousand (250,000) gallons, or equivalent, approved by the Fire Protection District;
  - b) All primary residences, guest house and caretaker units shall have NFPA 13D or 13R sprinkler systems;
  - c) Wherever private drives are used, bridges and culverts to support fire equipment will be provided; and wherever possible oversized turnarounds and curve radiuses will be created without causing large cuts and fills in roads;
  - d) The Association shall provide 10,000 square feet of land at the northern-most tip of the Ranch Manager's Parcel where the District will construct a sub-station at the District's own expense when needed;
  - e) Wildcat Ranch, Ltd. shall provide a Sixty Thousand and No/100 dollars (\$60,000.00) matching fund donation to the District for the purpose of purchasing a piece of fire/rescue equipment.
11. Roads within Wildcat Ranch shall be treated for dust control. During construction (including construction of roads), the Applicant or lot owner shall submit to the Town a fugitive



dust control plan which commits to measures which will reduce wind-blown dust. Measures may include cleaning of off-site roads which have dirt tracked onto them, watering of disturbed areas, watering of roadways, and other measures.

12. Two Hundred and No/100 dollars (\$200.00) per principal dwelling unit, per guest house, and per caretaker shall be paid to the school district upon issuance of a building permit. Since Wildcat Ranch Lands fall within two school districts, the actual amount of the contribution to each school district shall be commensurate with the portion of Wildcat Ranch property taxes attributable to each district.
13. Utility service to individual lots shall follow driveways wherever possible. Within migration corridors, placement of utilities shall take place between June and November. Construction shall not prevent elk and/or deer migration between winter and summer ranges.
14. The owner of any Wildcat Ranch Land, which is partially located outside of the Town boundaries, shall pay to the Town at the time of any sale the real estate transfer tax, as required by Town Ordinance. The amount of the tax shall be based on the sales price of the entire property and no attempts shall be made to discount the tax for those portions of the property not located within the Town.
15. Subject to wildcat Ranch Association approval, Wildcat Ranch will convey two parcels of land totalling approximately 78 acres located in the Northly section of Homestead 11 to the Town. The location of these parcels is shown in Exhibit "E." Both parcels shall be zoned for employee housing. Wildcat Ranch shall prepare a detailed final plat for the two parcels. The Plat is hereby approved by the Town Council and the Mayor and Town Clerk are hereby authorized to execute the plat on behalf of the Town subject to review and approval by the Town Attorney and Town Planner.

#### Section Four. Severance

If any provision of this Ordinance or application thereof shall be determined by a Court of Competent Jurisdiction to be invalid, such determination shall not affect other portions of this Ordinance or their application, which shall continue in full force and effect. In this instance, Wildcat Ranch retains all right and remedies to such action.

INTRODUCED, READ AND ADOPTED on first reading by the Town Council of the Town of Snowmass Village, Colorado on the 6th day of June, 1994 by a vote of 5 to 1. Councilmember Blake opposed. Councilmember Mercatoris absent.

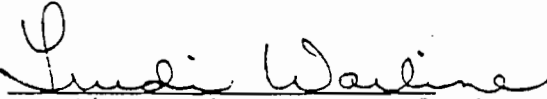
INTRODUCED, READ AND ADOPTED on second reading by the Town Council of the Town of Snowmass Village, Colorado on the 20th day of June, 1994 by a vote of 4 to 0. Councilmembers Blake, Unger, and Mercatoris absent.

TOWN OF SNOWMASS VILLAGE

By:

  
James H. Hooker, Mayor

ATTEST:

  
Trudi Worline, Town Clerk