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10/12/2015 2:08 PM
AGR R\$21.00 D\$0.00

June Madrid
Archuleta County

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AGREEMENT FOR VARIANCE

This Agreement for Variance is made by and between Colorado's Timber Ridge Homeowners Association ("CTRHOA"), acting through its Improvement Review Committee ("IRC") and Colorado's Timber Ridge Metropolitan District ("Owner" or "CTRMD") on this 7th day of OCTOBER, 2015.

RECITALS

- A. CTRMD is the record title owner of the following property:

Colorado's Timber Ridge Subdivision Phase Five, Lot 7 (also known as Parcel No. 569927306007); and

Colorado's Timber Ridge Subdivision Phase Five, Lot 8 (also known as Parcel No. 569927306008)

(collectively referred to as "Lots").
- B. The Lots are subject to the covenants, terms and conditions of the Declaration of Protective Covenants, Conditions and Restrictions for Colorado's Timber Ridge Subdivision, recorded on August 26, 1999 at Reception No. 99008651 in the records of the Archuleta County Clerk and Recorder, as may be amended from time to time ("CC&R").
- C. Section IX.A.4 of the CC&R requires that all lots to connect to central sewer services.
- D. The Lots are each approximately 35 acres in size and are each approximately 1200 feet away from the nearest sewer connection, which is located at the intersection of Shooting Star Drive and Bristlecone Drive. The Pagosa Area Water and Sewer District has no current plans for locating a sewer connection and/or associated lines closer to the Lots unless another party assumes responsibility for the future maintenance of such lines.
- E. Owner has submitted a request for a variance for the Lots from the requirement to connect to a central sewer service due to the difficulties presented by the unique location of the Lots in comparison to the nearest sewer connection. These difficulties include excessive distance from lot lines to nearest possible sewer connection, excessive costs for sewer connection, potential disruption of CTRHOA Common Property and resultant refusal of PAWSD to maintain sewer line across such Common Property.
- F. Section VI.H of the CC&R allows the IRC to grant reasonable variances and adjustments of the restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions as long as they are in conformity with the intent and the purpose of the CC&R and provided that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvement in the neighborhood.

CTRHOA
P.O. Box 5436
Pagosa Springs, CO 81147
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NOW, THEREFORE, IT IS AGREED:

1. The IRC has reviewed the request for variance and has determined that the installation of an on-site waste water treatment system on each of the Lots will overcome an unnecessary hardship and practical difficulty, will not be materially detrimental or injurious to other lots, and will not militate against the general intent and purpose of the CC&R provided that:
 - a. An application to obtain an on-site waste water treatment system is filed and approved by the San Juan Basin Health Department.
 - b. The system is designed by a San Juan Basin Health Department approved engineering company.
 - c. The system is built by a San Juan Basin Health Department approved installer.
 - d. The system meets all the requirements of and is approved by the San Juan Basin Health Department.
 - e. The system will be installed in a manner that will not adversely affect the natural drainage pattern over surrounding property.

2. The IRC hereby grants the requested variance for the Lots due to the unique circumstances presented by the location of the Lots. This variance will only apply to the Lots and cannot be construed in any manner as a precedent to obtain a variance for on-site waste water treatment systems for any other lot in the Colorado's Timber Ridge subdivision as they all have sewer access close to their boundaries. Furthermore, this variance does not relieve Owner from compliance with any other provision in the CC&R.

3. In the event either of the Lots does connect to central sewer service in the future, this variance will terminate with respect to that Lot and any on-site waste water treatment system that was installed will no longer be permitted to remain in use.

4. This Agreement may be recorded with the Archuleta County Clerk and Recorder upon mutual execution.

5. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

6. The persons executing this Agreement on behalf of CTRHOA and Owner have full authority to execute this Agreement and bind the respective party to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]



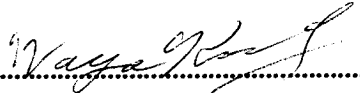
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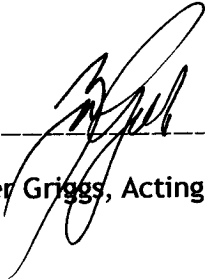
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IN WITNESS WHEREOF the parties executed this variance the day and year first above written.

COLORADO'S TIMBER RIDGE HOMEOWNERS ASSOCIATION:

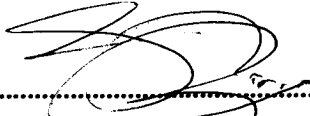
By 

Wayne Kennedy, IRC Chairperson

By 

Buster Griggs, Acting IRC Secretary

COLORADO'S TIMBER RIDGE METROPOLITAN DISTRICT:

By: 

Ivo Brieven, CTRMD President