

Pagosa Lakes Property Owners Association

IMPROVEMENT DESIGN STANDARDS & PROJECT PERMIT PROCESS

SECTION 7: PERMITS FOR SIGNS

7.1 Archuleta County Land Use Regulations regarding signs is incorporated in the Project Permit Process. During application, the more stringent requirements will control in the event of a conflict between PLPOA and a County regulation. A county permit must be obtained when applicable.

7.2 **Commercial Signs:** A commercial sign is a sign that advertises a business, commodity, service, entertainment, product or attraction. All commercial signs, commercial free-standing directory and/ or wall sign and residential development, a complex of units, identification signs require submission of an application.

7.2.1 **Commercial Signs on a Building**

7.2.1.1 A multi occupancy building shall submit a written master plan for signs on the building that shall define:

7.2.1.2 Uniform location of signs.

7.2.1.3 Maximum area of a sign.

7.2.1.3.1 A sign pertaining to one business shall not exceed 40 square feet in area. However, the area may be increased up to a maximum of 80 square feet at the rate of 1 square foot per lineal foot of building frontage in excess of 40 lineal feet.

7.2.1.3.2 A sign shall also not cover more than 5% of the front elevation of a building.

7.2.1.4 Allowable colors which must be in harmony with the colors of the building.

7.2.1.5 Height and size of letters.

7.2.1.6 Allowable illumination

7.2.1.7 Use of copyrighted logos

7.2.2 **Freestanding Directory Signs for commercial areas**

7.2.2.1 One sign shall be allowed per commercial area.

- 7.2.2.1.1 A drawing describing the directory sign must be submitted and shall include:
- 7.2.2.1.2 The same colors specified in the master sign policy for the building.
- 7.2.2.1.3 Construction details with the same materials as the building.
- 7.2.2.1.4 A total area not to exceed 24 square feet.
- 7.2.2.1.5 A total height not to exceed 8 feet.
- 7.2.2.1.6 Directory signs adjacent to and facing Highway 160 may be up to 14 feet in height above the crown/centerline on the highway as verified by a Colorado registered professional land surveyor.
- 7.2.2.1.7 A landscaped base area of 4 square feet per 1 square foot of sign area.

7.3 **Identification Signs for Residential Development.**

- 7.3.1 One freestanding identification sign shall be allowed per development or Subdivision entry.
- 7.3.2 A drawing describing the sign shall be submitted and include:
 - 7.3.2.1 Colors in harmony with the area and surroundings.
 - 7.3.2.2 Construction details with materials in harmony with the area and surroundings.
 - 7.3.2.3 Total area of the sign shall not exceed 24 square feet.
 - 7.3.2.3.1 In addition to the 24 square feet, a real estate sign, not exceeding 6 square feet, containing the realtors name and phone number may be made part of the sign. The real estate sign shall be removed when the area is “sold out”.
 - 7.3.2.4 Total height of the sign shall not exceed 8 feet.
 - 7.3.2.5 A landscaped base area of 4 square feet per 1 square foot of sign area.

7.4 **Banners** applied to paper, plastic, or fabrics used to decorate or attract attention to a commercial establishment are allowed *provided*:

- 7.4.1 The signs are displayed in conjunction with a grand opening celebration may be displayed for a period not to exceed thirty (30) days.

7.4.2 The signs are displayed in conjunction with a special sale may be displayed for a period not to exceed thirty (30) days.

7.4.3 The banner shall be securely attached to the wall of the establishment, freestanding signs or light poles on private property.

7.4.4 One (1) banner per street frontage per establishment shall be permitted.

7.5 **Residential Signs:**

a. Except as provided below, SIGNS bearing a commercial message on a residential property are prohibited. A banner is considered a sign and must comply with the same restrictions as a sign.

b. All SIGNS must be placed within the boundaries of the LOT, or in the case of a condominium unit, within the boundaries of the condominium unit.

c. All SIGNS must be professionally designed, lettered and mounted. All SIGNS must be maintained in good condition and must be replaced as necessary when damaged, worn, or faded. No electronic or light emitting SIGNS are permitted.

d. No more than two non-commercial SIGNS are permitted to be displayed within the Owner's property at a time.

e. A SIGN may be displayed within the window of the residence or in the front yard of the LOT.

f. SIGNS may be no larger than 24" by 36" in size.

g. The following SIGNS bearing a commercial message are permitted pursuant to the regulations below:

i. Professionally-lettered SIGNS advertising a LOT or condominium unit "For Sale" or "For Rent" SIGNS may be displayed while the LOT or condominium unit is actively being marketed. However, only one may be displayed per LOT or condominium unit. The SIGN may not exceed 8 square feet in size in residential districts and 32 square feet in commercial districts. Properties bordering a waterway or golf course may display a second "For Sale" or "For Rent" SIGN facing the waterway or golf course. SIGNS must be located behind the street right-of-way and easements.

ii. County building permit and ECC project permit SIGNS are permitted for such time as they are required to be displayed.

iii. Garage, yard or estate sale SIGNS may be displayed 48 hours prior to the events and must be removed within 24 hours after the event. These sale SIGNS must have a PROPERTY address.

7.6 **Real Estate Signs -** Real Estate Signs are temporary signs used to offer for sale, lease or rent the land or buildings upon which the sign is located provided:

7.6.1 One (1) sign per street frontage advertising real estate ("For Sale", "For Rent", "For Lease" or "For Development") not greater than eight (8) square feet in area in a residential district and thirty-two (32) square feet in area in nonresidential districts may be located on the property being advertised so long as said sign is located behind the street right-of-way line. If the property so advertised lies on a corner lot or double frontage lot, then a second sign may be oriented along the second street so long as the two signs are at

least one hundred (100) feet apart as measured by the shortest straight line.

7.6.2 In addition to the on-site real estate sign(s), a maximum of three (3) directional signs, each not exceeding four (4) square feet in area, shall be permitted off the subject premises. Such signs must be placed outside all existing right-of-ways. The message of said signs shall be limited to the name of the property or development being advertised, an address, a telephone number, a directional arrow, mileage to the subject property, and the terms "Lot/Home For Sale", "For Rent", "For Lease", "For Development", etc.

7.6.3 No more than three (3) temporary directional signs advertising a specific planned commercial or mixed use development, subdivision, multi-family development, etc. may also be permitted offsite. Each such sign may have a maximum area of four (4) square feet and shall be placed outside all existing right-of-ways.

7.6.4 All such temporary signs shall be removed within seven (7) days after the real estate closing or lease transaction.

7.6.5 No sign allowed under this subsection shall be lighted.

7.7 **Contractor Signs** A contractor sign is a temporary sign advertising a builder or a subcontractor, i.e., plumber, electrician, landscaper, etc.

7.7.1 An individual sign may not exceed 6 square feet in area.

7.7.2 Total signage on the property may not exceed 24 square feet in area.

7.7.3 A sign may only be installed after a Project Permit has been issued.

7.7.4 A sign must be removed upon issuance of a certificate of occupancy or final inspection of a project by the DCS, whichever is first.

7.7.4.1 A landscape contractor sign may remain up to 90 days after the project is completed.

NAME _____ PHONE _____

PROPERTY ADDRESS: _____ E-MAIL: _____

BLOCK/LOT NUMBER _____ SUBDIVISION _____

ALTERNATIVE CONTACT NAME, PHONE, & EMAIL _____

Commercial ____ On Building ____ Free Standing ____ Residential Development ____

Temporary Sign Type _____ Other: _____

Number of Existing Signs _____ Total sq. ft. of Signs _____ Lineal feet of Property frontage _____

Lighted Sign Yes ____ No ____ Type of Lighting _____

Sign Copy Included ____ Building Picture with Sign ____ Free Standing Sign Location on PILC _____

DESCRIPTION OF NEW SIGN:

DIMENSIONS OF NEW SIGN: _____

DESCRIPTIONS OF MATERIALS AND COLOR USING:

The owner attests that the information above is complete, correct, and all documents needed for approval have been submitted. Owner has read and agrees to abide by the sections of the Project Permit Process that pertains to the project, the Declaration of Restrictions for this subdivision, Project Agreement signed by both the owner and the contractor, and the Rules and Regulations of the Association. *Permit valid for 6 months, extension required if work is not completed an extension fee is required to be paid before the expiration date. See section 9 of the Project Permit Process for fee.* The sign must be maintained in good condition according to **ALL** the Association's Regulations.

Complete both pages.

FOR PLPOA USE ONLY

DATE APPLICATION AND PLANS RECEIVED & COMPLETE: _____

RECEIVED FEE AMOUNT & TYPE: _____ **Date:** _____

ACCOUNT# _____ **PERMIT #** _____

APPROVED / DISAPPROVED DATE: _____ **EXPIRATION DATE:** _____

Signatures:

1. _____ (initial) I am the owner of the property identified in this application.
2. _____ (initial) I and my contractor are responsible for reading, meeting, and following the requirements of the Project Permit Process, Project Agreement and the Rules & Regulations.
3. _____ (initial) I have submitted all required documents. (see section 3 & 4)
4. _____ (initial) I have paid all the required fees.
5. _____ (initial) Project permits are valid for six (6) months from date of approval. An Extension is required if the work is not completed.
6. _____ (initial) Extension must be applied for and fees paid before the permit expires. There are penalties for working without a current permit. The fee for an extension is determined by the Board of Directors. (see Section 9)
7. _____ (initial) Project permit card will be posted before construction begins and must remain posted until construction is completed.
8. _____ (initial) All structures will be constructed in accordance with the Project Permit Application, plans and specifications as submitted to and approved by the Environmental Control Committee (ECC).
9. _____ (initial) Any changes to the approved plan must be reviewed and approved by the ECC. Any deviation from the approved plans will result in a penalty as outlined in the PLPOA Neighborhood Rules and Regulations.
10. _____ (initial) Permission is granted to the ECC and/or its representatives to access the property to assure that the building being constructed conforms to the project permit that was approved by the ECC. In verifying these details, the ECC assumes no responsibility whatsoever for the structural aspects of the improvement being installed or constructed. The number of spot checks conducted is entirely at the discretion of the ECC and/or its representatives, but it is anticipated they may occur as follows:
 - A. Prior to consideration by the ECC, the property and building foundation corners shall be staked to assure the structure will be sited in accordance with the PILC, and all trees to be cut down shall be flagged.
 - B. During construction at various intervals.
 - C. Upon completion of construction to assure that materials, architectural design, and colors of the exterior conform to the approved plans and application details. Driveway size and materials, Lighting and Drainage will be monitor closely.
11. All construction work will take place between 7:00 a.m. and 7:00 p.m., local time, Monday through Friday; 8 a.m. to 7 p.m., local time, Saturday; and 9:00 a.m. and 7:00 p.m., local time, Sunday.
12. The property owner and contractor understand that, in the event that legal action is required to enforce the terms of this agreement or any of the terms contained in the PLPOA Project Permit Process, Declarations of Restrictions and/or Rules & Regulations affecting the Property Owner's property, that if the PLPOA prevails, the property owner will be required to pay reasonable attorney fees and costs incurred by the PLPOA.
13. All provisions in this agreement are binding upon the Owner and contractor and the initialing of certain provisions does not affect the validity or enforceability of any other provision.
14. Violation and Fine Schedule: In consideration for obtaining a building permit, the property owner and contractor agree that they are subject to fines for violations identified in Sections D, E and F of the Neighborhood Rules and Regulations. They also acknowledge that they are familiar with and will comply with all provisions of the Project Permit Process. The contractor also acknowledges that he/she has no outstanding fines, violations or citations from PLPOA.
15. Delinquent fines will be subject to collection utilizing all remedies available to the Association, to the extent permitted by law, including reasonable legal fees and costs of collection.
16. The owner attests that the information above is complete, correct, and all documents needed for approval have been submitted. Owner has read and agrees to abide by the sections of the Project Permit Process that pertains to the project, the Declaration of Restrictions for this subdivision, Project Agreement, and the Rules and Regulations of the Association.

Property Owners Signature and Date

Contractor Signature and Date

Property Owners Name (Print)

Contractor/Construction Company Name (print)